

July 28, 2020
City Council
Regular Meeting
7:00 p.m.



SUPPLEMENTAL NOTICE OF MEETINGS 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 special workshop meeting scheduled at 6:00 p.m. and the regular meeting scheduled at 7:00 p.m. on Tuesday, July 28, 2020 at 4403 Highway 3, Dickinson, Texas 77539 by telephone and online video 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.]

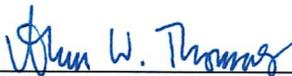
This supplemental written notice, the meeting agendas, and the agenda packets, are posted online at <http://www.ci.dickinson.tx.us/agendacenter>.

The public may use any of the following toll-free dial-in numbers to participate telephonically in the meetings: 877-853-5257, 888-475-4499, 833-548-0276, or 833-548-0282 Meeting ID: 926 2229 9486.

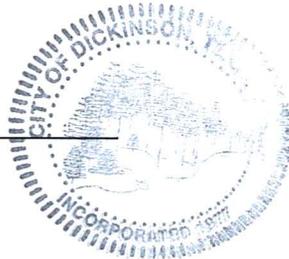
The public may use the following Uniform Resource Locator (URL) to participate by video conference in the meetings: <https://zoom.us/j/92622299486> Meeting ID: 926 2229 9486.

The public will be permitted to offer public comments telephonically or via video conference as provided by the agendas and as permitted by the presiding officer during the meetings.

A recording of the meetings 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

July 28, 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, July 28, 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 and online video 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 may use any of the following toll-free dial-in numbers to participate telephonically in the meeting: 877-853-5257, 888-475-4499, 833-548-0276, or 833-548-0282 Meeting ID: 926 2229 9486.

The public may use the following Uniform Resource Locator (URL) to participate by video conference in the meeting: <https://zoom.us/j/92622299486> Meeting ID: 926 2229 9486.

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

B. Update on Activities of the Dickinson Bayou Watershed Partnership (Council Member Decker).

C. City Administrator's Report and Update on Public Works Projects (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 Council Workshop Meeting of July 14, 2020.

B. Approval of the Minutes of the Regular Council Meeting of July 14, 2020.

ITEM 9.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Resolution Number XXX-2020 – **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, ACCEPTING A PROPOSAL FROM HUITT-ZOLLARS, INC. FOR ENGINEERING SERVICES IN SUPPORT OF IMPROVING THE CITY'S ROAD AND DRAINAGE SYSTEM FOR OAK DRIVE BETWEEN PIN OAK DRIVE AND SUNSET DRIVE; 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 10.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Resolution Number XXX-2020 – **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS AUTHORIZING AND APPROVING MEMBERSHIP IN BAYTRAN BAY AREA HOUSTON TRANSPORTATION PARTNERSHIP FOR THE PURPOSE OF PROTECTING THE INTERESTS OF THE CITY AND ITS CITIZENS WITH RESPECT TO ENHANCING REGIONAL MOBILITY; AUTHORIZING THE PAYMENT OF \$2,500 ANNUAL MEMBERSHIP DUES; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE MEMBERSHIP APPLICATION BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.**

ITEM 11.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Resolution Number XXX-2020 – **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, AWARING REQUEST FOR QUALIFICATIONS #2004 FOR PROFESSIONAL ENGINEERING**

SERVICES TO HUITT-ZOLLARS, INC. 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 12.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Resolution Number XXX-2020 –**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF DICKINSON, TEXAS, AND GALVESTON COUNTY, TEXAS REGARDING FUNDING FROM THE CORONAVIRUS RELIEF FUND UNDER THE CARES ACT, WHICH PERMITS TRANSFERS OF FUNDING TO OTHER UNITS OF GOVERNMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT BY THE CITY ADMINISTRATOR; AND PROVIDING AN EFFECTIVE DATE.**

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

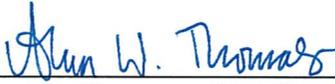
ITEM 14.) RECONVENE

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

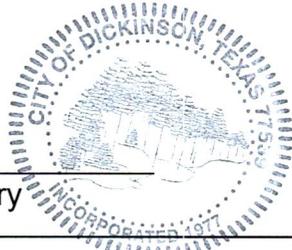
ITEM 16.) ADJOURN

CERTIFICATION

This is to certify that a copy of the Notice of the Regular City Council meeting for **Tuesday, July 28, 2020**, was posted on the bulletin board at City Hall, 4403 Highway 3, Dickinson, Texas, on this the 24th day of July, 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: July 28, 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 Penny Hunter	_____	_____
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

**Update on Activities of
the Houston-Galveston
Area Council**

ITEM 6B

**Update on Activities of
the Dickinson Bayou
Watershed Partnership**

ITEM 6C

**City Administrator's
Report and Update on
Public Works Projects**



City Administrator's News and Notes

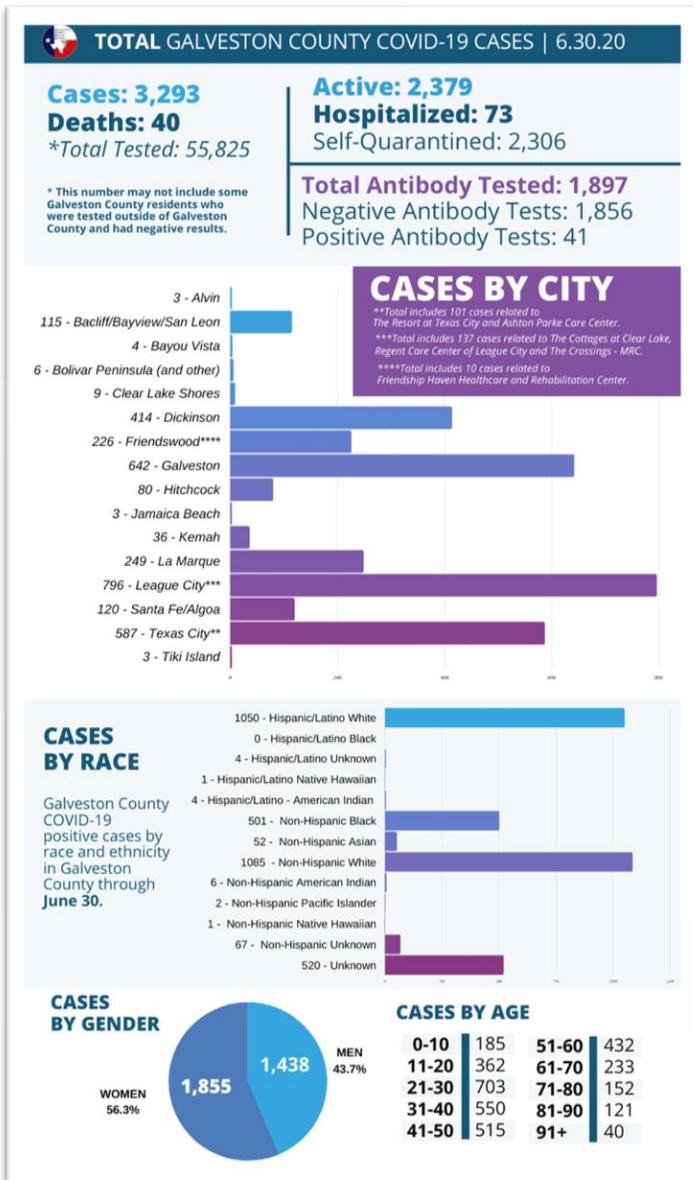
June 2020

City staff have been in full swing preparing the Budget for the 2020-2021 Fiscal Year, which begins October 1. Department meetings and Council workshops are underway to evaluate needs of the City.

The next budget workshop with City Council is on July 28, at 6 pm.



On June 28, Mayor Masters issued an order requiring commercial entities providing goods and services to the public to require wear face masks within their establishments. Shortly after, Governor Abbott issued a statewide mandate requiring face masks to be worn when social distancing is not possible. Dickinson EMS continues to see an increase in COVID-19 related calls. Please remember to stay home if you are sick, wear a face covering in public spaces, social distance, wash your hands frequently, disinfect objects and surfaces regularly, and avoid touching your eyes, nose, or mouth with unwashed hands.



Library Updates

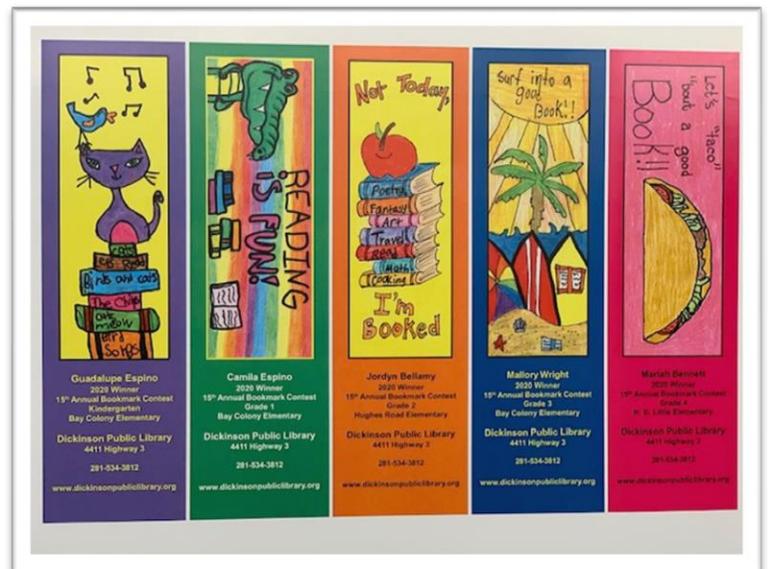
Summer Reading Program has begun at the Dickinson Public Library! Due to COVID-19 safety precautions, the reading program is being done online with a twist! Patrons log on at dickinsonpubliclibrary.beanstack.org to begin their summer reading challenge or find the Beanstack Tracker APP on your Android or iPhone today! We have challenges for children, teens, and adults! Win prizes and pick up craft activities to go each week at the circulation desk for a month of fun! Have questions? Give us a call at 281-534-3812 or find the Beanstack link on our website.

The Dickinson Public Library is providing Family Movie Night Packs at the Circulation Desk for our registered Summer Reading Program participants. Check out two Family or Children's DVDs from our collection and pick up your Movie Night Pack which includes popcorn, drinks, and treats.



Dickinson Public Library began providing curbside pickup May 4th to provide a safe option for our patrons to check out library materials. Since we began the service, we have delivered 840 Books and DVD's to our patrons directly to the safety of their vehicles. The library plans to add this service to our regularly provided services, and we look forward to continuing to serve our community with innovative ways to provide access to information and imagination!

The Dickinson Public Library is showcasing the 15th Annual Bookmark Contest winners for 2020 in the library display case. Margaret Carney (Ret. Curriculum Specialist for Dickinson ISD), The Friends of the Dickinson Library, Kathy Soehl (Assistant Library Director & Children's Librarian), and the Dickinson ISD Art Teachers collaborate each year to provide the opportunity for K-4th grade classes to participate in designing a bookmark for the library. Each year the winners are chosen and showcased in the library and the library prints the five winning designs to hand out at the library. Come in and see the selected winners and pick out one of the winning bookmarks to take home!



2020 TOP 5 DESIGN WINNERS:

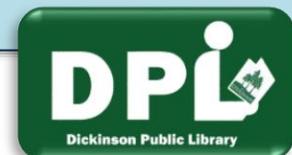
Kindergarten: Guadalupe Espino
(Bay Colony Elementary)

1st Grade: Camila Espino
(Bay Colony Elementary)

Grade: Jordyn Bellamy
(Hughes Road Elementary)

3rd Grade: Mallory Write
(Bay Colony Elementary)

4th Grade: Mariah Bennet
(K.E. Little Elementary)



Police Department Updates

Det. Vasquez investigated an aggravated robbery where a gunman robbed Space City Jewelry and Pawn. Det. Vasquez participated with a team of detectives from area agencies who also had robberies with a similar suspect. Det. Vasquez and other detectives were able to identify a suspect and after a thorough investigation, Det. Vasquez obtained a warrant and subsequently arrested him at his home in Houston.

There were 9 reported cases of Criminal Mischief involving juveniles who went around throwing bricks at homes causing thousands of dollars in damages. Two juveniles were arrested for Felony Criminal Mischief.

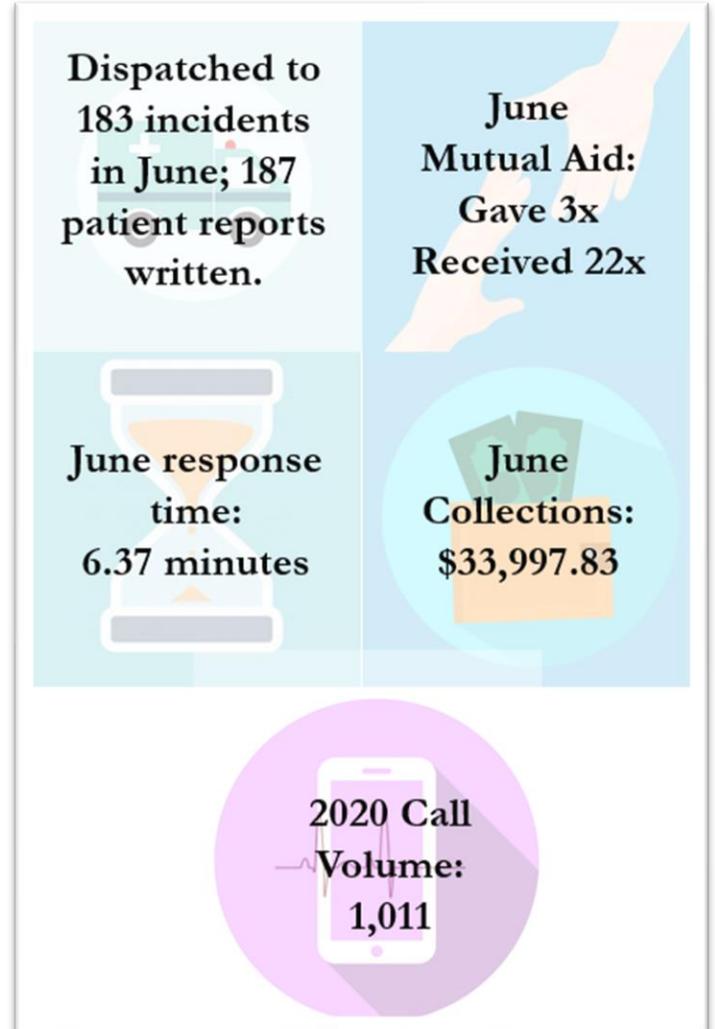
CID investigated a case of Aggravated Sexual Assault of a Child in which a man sexually assaulted two young girls (sisters, ages 6 and 9). Warrants have been issued for the suspect for 2 counts of Aggravated Sexual Assault of a Child.

The Community Policing Division organized and participated in 7 Birthday Drive-by Parades including one with a K9 visit.

The Crime Victim Liaison attended the National Crime Victim's Bar Association webinar "Beyond the Restraining Order: Civil Options for Victims of Domestic Violence", Harris County Domestic Violence Coordinating Council's virtual training "Domestic Violence & the Black Community", Battered Women's Justice Project's webinar "Victim-Defendants and Covid-19" and National Center for Victims of Crime's webinar "Fighting Fraud through Helplines".

Det. Allen Oliver and CVL Nyna Burrighrigh gave a virtual presentation on "Cyberbullying & Online Safety for Parents" that was hosted by the Resource and Crisis Center of Galveston County.

EMS Updates



Municipal Court Updates

On June 1, 2020, Dickinson Municipal Court reopened after being closed to the public for 12 weeks. Recognizing the need to ensure the health and safety of litigants, attorneys, visitors, court staff, judges, and other individuals entering the building housing the courts, the court of the City of Dickinson has implemented protective measures including social distancing, wearing masks, hand sanitizing, and scheduling variances. Plastic seating in the courtroom, "6 Feet" decals on the floors, and non-contact body thermometers are a few new additions to the Court's daily routine.

Fire Marshal Updates

In the month of June, the Fire Marshal's office conducted two residential fire investigations, both of which have been deemed "accidental." Currently, the Fire Marshal is working closely with Code Enforcement to close unpermitted boarding houses and group homes. Several site plan meetings for new restaurants, subdivisions, and County buildings have been completed. Inspections have been performed on a new motel and a new dental clinic.

Community Services Updates

The Planning and Engineering division has been busy working on Specific Use Permit (SUP) regulations for a proposed RV Park. The department is also working on identifying structures for the Buyout/GLO Program for structures in floodway.

Code Enforcement has been performing investigations and taking actions on violations, including grass/debris liens on delinquent properties, enforcement on improperly conducted fence, and unpermitted dirt grading.

The Streets and Drainage branch of the Community Services Department worked to remove dead trees on multiple streets in the City, including 27th Street and Lobit Drive. Culvert issues on Longshadow were addressed and a missing stop sign was replaced at Deats and Oak Drive.

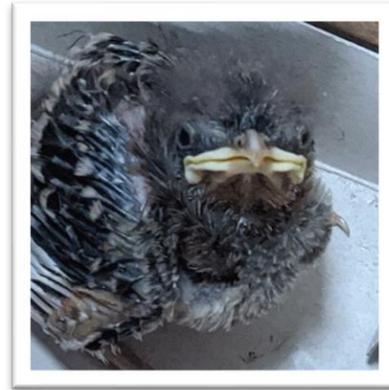
Crews have been mowing in various parts of the City, as needed, and desilting of drainage ditches has continued. A pump and float system were repaired at Mariners Mooring; everything is now functioning properly.

The Streets and Drainage division has been working to become fully staffed, conducting interviews for laborers and light equipment operators, as well as a new superintendent.



Bayou Animal Services Shelter Updates

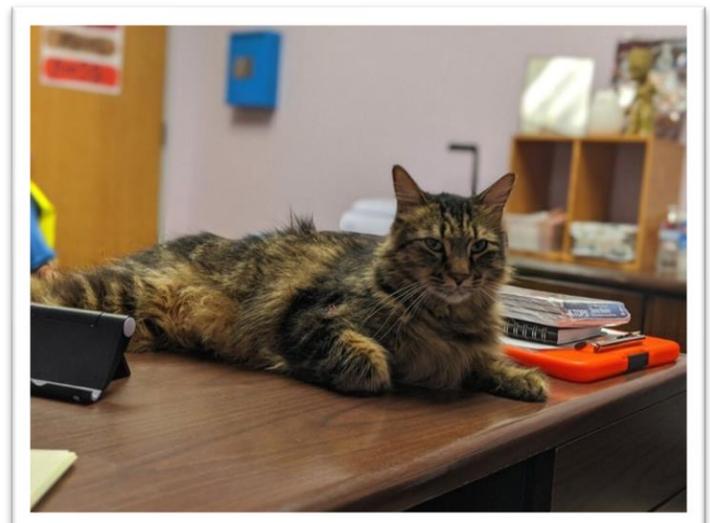
This time of year is baby season. If you happen to come across baby wildlife, please leave them alone. They can take care of themselves. Disrupting wildlife is actually more harmful than you may realize.



The Texas Humane Educators are in our area teaching the staff about new laws in the animal world.

While the Shelter's budget is being developed for the upcoming fiscal year, please join in celebrating that they are still at 95% live release and our numbers have increased by almost 900 animals a year since 2018! Wow!! With that, volunteers are ALWAYS needed! Maybe some of our City leaders can start hanging out with the cats and the dogs.

Speaking of new cats, Steve the new office cat is wants you to come by to visit!



Annual Drainageway Maintenance



Work has been underway to remove debris and green waste obstructing waterflow. In total, there is over 30,000 linear feet of waterways between the four drainageways which will be desnagged.



In May 2020, Council approved the desnagging of Borden's Gully, Benson Bayou, Magnolia Bayou, and the Tributary to Gum Bayou as an effort to remove vegetation to increase drainage capacity and flow along these drainageways.

Reconstruction Projects

City of Dickinson
Nicholstone Neighborhood Street Reconstruction Project



ID	Task Mode	Task Name	Duration	Start	Finish	Qtr 4, 2020		
						Aug	Sep	Oct
1		Final Design Submittal	0 days	Wed 8/19/20	Wed 8/19/20	8/19		
2		Bidding and Construction	324 days	Thu 8/20/20	Tue 11/16/21			
3		Advertising	15 days	Thu 8/20/20	Wed 9/9/20			
4		Bid Opening & Verification	5 days	Thu 9/10/20	Wed 9/16/20			
5		Council Award	0 days	Tue 9/22/20	Tue 9/22/20		9/22	
6		Contracting Period	15 days	Wed 9/23/20	Tue 10/13/20			
7		Pre Con Mtg & NTP	5 days	Wed 10/14/20	Tue 10/20/20			
8		Construction	12 mons	Wed 10/21/20	Tue 9/21/21			
9		Project Closeout	2 mons	Wed 9/22/21	Tue 11/16/21			

City of Dickinson
Pin Oak Storm Sewer Drainage Improvements
CDBG-DR

D	Task Mode	Task Name	Duration	Start	3rd Quarter			4th Quarter			1st Quarter			2nd Quarter			3rd Quarter			4th C		
					Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct		
1		Pin Oak Storm Sewer Improvement	263 days	Tue 9/1/20																		
2		Final Design Submittal	1 day	Tue 9/1/20																		
3		Permitting	10 days	Wed 9/2/20																		
4		Bidding	25 days	Wed 9/16/20																		
5		Advertisement	14 days	Wed 9/16/20																		
6		Bid Opening	1 day	Tue 10/6/20																		
7		Evaluation of Bids	5 days	Wed 10/7/20																		
8		Council Award	1 day	Tue 10/20/20																		
9		Construction	182 days	Wed 11/11/20																		
10		Notice to Proceed	1 day	Wed 11/11/20																		
11		Construction Activities	180 days	Thu 11/12/20																		
12		Project Acceptance	1 day	Thu 7/22/21																		
13		Closeout	30 days	Fri 7/23/21																		

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

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
SPECIAL WORKSHOP
MEETING

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

July 14, 2020

The Dickinson City Council met in a duly called and announced **SPECIAL WORKSHOP MEETING** on **Tuesday, July 14, 2020, at 6:00 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 6:08 p.m. City Secretary Alun Thomas called roll and certified a quorum. Council Members present were as follows: Mayor Julie Masters, and Council Members Sean Skipworth, Wally Deats, Louis Decker, and William H. King, III. Mayor Pro-Tem Charles Suderman and Council Member Walter Wilson were not present at the time of the certification of a quorum, but arrived at 6:10 p.m. Also present were City Administrator Chris Heard, Police Chief Ron Morales, Court Administrator Irma Rivera, Police Captain Melvin Mason, Police Captain Jay Jaekel, and Police Captain Oscar Stoker.

ITEM 2.) PRESENTATION AND DISCUSSION CONCERNING: Development of the 2020-2021 Budget for the City of Dickinson.

City Administrator Chris Heard presented the item to Council. He discussed the City’s taxable value for ad valorem taxes, and how if the City began to also include 85% of the total value of properties under protest or otherwise not included on certified appraisal roll in its calculations for anticipated tax revenue, it could increase its capacity to issue debt. Council Member Wilson asked by how much the City’s debt service tax rate would have to change if the Certificates of Obligation are issued. Mr. Heard said that the change would be from \$0.0674 to \$0.0750. Council Member Wilson said that he did not want to put the City in a financial bind. Mr. Heard said that the City will know in May 2021 if its revenue from its 380 agreements will go away in Fiscal Year 2021-2022.

Mr. Heard discussed the approximately \$4.7 million in funds from the Public Assistance (PA) Grant Program that the City has been allocated. He noted that if the City spends the money out-of-pocket, it will eventually be reimbursed through the PA program. That process, he said, might take a few years. Mr. Heard spoke about three main infrastructure projects that he would like the City to undertake. The projects are: California Avenue (which

is already underway through Galveston County's bond issuance), the Nicholstone Subdivision, and Pin Oak.

Council discussed additional potential streets and drainage projects, with some members asking about the streets that are in the poorest conditions. Mr. Heard said that the City does not have enough money to replace all of the streets that received a PCI score of 7 or below. Council Member Suderman asked for a list of streets that are in bad condition, and Mr. Heard agreed to provide a list by the next Council meeting. Mr. Heard and Joe Myers, Vice President of Huitt-Zollars, the City's contract hydrological engineers, said that the City needs approximately 15,000 lane-feet of 8-inch overlay on its poorest-condition streets to lessen the perception of potholes. Such an overlay would last for approximately ten years.

ITEM 3.) ADJOURN

Council Member Wilson made a motion to adjourn the meeting at 6:58 p.m., and Council Member King 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 28th day of July, 2020.

Julie Masters, Mayor

ATTEST:

Alun W. Thomas, City Secretary

ITEM 8B

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

July 14, 2020

The Dickinson City Council met in a duly called and announced **REGULAR MEETING** on **Tuesday, July 14, 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 7:03 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, and Assistant to the City Administrator Kerilyn Bascle.

ITEM 2.) INVOCATION

Council Member King gave the invocation.

ITEM 3.) PLEDGE OF ALLEGIANCE

Council Member Wilson led the Pledge of Allegiance.

ITEM 4.) PROCLAMATIONS

None.

ITEM 5.) ANNOUNCEMENTS AND PRESENTATIONS:

A. Council Comments.

- Welcome to everyone attending the meeting.
- It was a memorable Independence Day this year with the beaches closed.
- Please take proper precautions to prevent the spread of Coronavirus. Galveston County’s infection rate is encouraging, but Texas’ overall rate is at a record high. Mayor Masters said that the City will try hosting its next Council meeting via Zoom’s online meeting platform. That way, Councilmembers can participate from their own homes.

- The Bayou Crest project is almost complete; Texas-New Mexico Power just needs to finish swapping out its poles.
- There are still several dead trees in the water retention area on FM 646 just north of Dickinson Bayou that is owned by Texas Department of Transportation.
- There are duplicate lights at Rau Drive and West FM 517.
- The Mayor's latest order related to Coronavirus (COVID-19) appears to not be on the City's website. City Administrator Chris Heard said that he would send Council a link to the order tomorrow.
- Hughes Road is in need of having the trees cut back from overhanging its right-of-way.
- Condolences to the family of Gildo John "Mitch" Micheletti, who recently passed away days after celebrating his 96th birthday. A longtime member of Knights of Columbus, he was a great man and will be missed.
- The distribution of free milk on Fridays continues. Last Friday, 1,200 gallons were given to those in need. Milk will be available at 1725 Highway 3 from 4:00 to 5:00 p.m. every Friday to those who need it. Thank you to Mary Hillman of Hillman's Seafood for donating the ice necessary to keep the milk cold.
- There will soon be a meeting of Galveston County mayors and elected officials at Sam Vianza Stadium. The exact date is to be determined.
- The last Knights of Columbus fish fry served 375 meals. The next one is scheduled for August 7 from 5:00 to 7:30 p.m.
- The Festival of Lights is working with Galveston County in preparation for this year's Festival.
- Council Member Suderman expressed his disappointment in those people who attend Council meetings and then post half-truths about the meeting on social media.
- Thank you to those who cleaned up on FM 517 under Interstate 45.

ITEM 6.) REPORTS:

A. Update on Community Development Block Grant Project – Pin Oak.

Joe Myers, Vice President of Huitt-Zollars, explained the proposed project to Council.

B. Update on Community Development Block Grant Project – Nicholstone.

City Administrator Chris Heard explained the proposed project, and said that the whole project of fifteen streets could be bid out as a single bid package. The plan is to have the project completed by November 2021. To meet this timeframe, the City hopes to accept bids in September or October. In response to a question from Council, Patrick Wiltshire, President and Chief Executive Officer of Public Management, Inc., said

that the bid process could begin immediately. Mr. Heard said that Salvato Street, which is not within the scope of this project, is eligible for reconstruction in concrete or asphalt, and the City would be accepting bids for the work this autumn.

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.**

Jennifer Lawrence, 2504 Timber Drive, Dickinson, Texas – Ms. Lawrence expressed her concerns about the proposed revised Dickinson Economic Development Corporation (DEDC) and City of Dickinson Employee Benefits and Administrative Services Interlocal Agreement, which is to be discussed by Council under Item 11. She said that Section 1 represents a significant change, causing the DEDC's Chief Executive Officer to be directly supervised by the City's City Administrator. Ms. Lawrence acknowledged that DEDC has not realized significant returns on its investments and that it could do better. However, she questioned why the City Council would make such a fundamental change when a new Council is coming in November.

Robert Donley, 620 Nottingham Lane, Dickinson, Texas – Mr. Donley currently serves as President of Dickinson Economic Development Corporation (DEDC), and said that in that capacity he works with the other Directors to put Dickinson first. At the June 16, 2020 Joint Meeting of DEDC and City Council, discussion included possible changes to DEDC's bylaws. DEDC, he said, has done what it can to help Dickinson's citizens. Communication between the City and DEDC has always been an issue – with City Administrator Chris Heard appointed by Council to correct it – but, he asked, why would Council make the change in reporting structure for DEDC's Chief Executive Officer if Mr. Heard has already shown that he is unable to correct the issue?

Jessie Brantley, 2920 Oak Drive, Dickinson, Texas – Mr. Brantley said that he is a candidate for election to City Council, a volunteer Board Member of Dickinson Economic Development Corporation (DEDC), a volunteer at Dickinson Little League, and a volunteer for a youth football organization. He is proud of DEDC's accomplishments this year, which were based on carefully considered decisions that were made in the best interests of Dickinson and with respect for City Council. He implored Council to deliberate Items 11 and 12 on this agenda but to not take action on them today, as he would like DEDC's Board of Directors to be able to deliberate on them too.

Scott Shrader, 3719 Kellner Road, Dickinson, Texas – Dr. Shrader said that changing the bylaws of Dickinson Economic Development Corporation

(DEDC) so that DEDC's Chief Executive Officer would report to City Administrator Chris Heard is a bad idea that would not fix anything. He urged Council to allow the new Council (to be elected in November) to make the choice.

John Dougan, 1009 Royal Oak Drive, Dickinson, Texas – Mr. Dougan said that people should not take Coronavirus (COVID-19) lightly, and that everyone should wear their masks. He also expressed his opposition to the proposed changes to the Dickinson Economic Development Corporation (DEDC) bylaws. That the communication is poor is clear, and it has not been corrected despite Council frequently replacing DEDC Board Members. He said that it is clear where the communication problem between DEDC and the City is.

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 June 23, 2020.
- B. Approval of the Minutes of the Special Council Meeting of July 2, 2020.
- C. Resolution Number 1848-2020 – **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A WATER SAMPLING INTERLOCAL AGREEMENT BETWEEN THE CITY OF DICKINSON, TEXAS, AND GALVESTON COUNTY HEALTH DISTRICT FOR THE PROVISION OF WATER SAMPLING SERVICES; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.**

Council Member Suderman made a motion to approve the Consent Agenda, and Council Member Wilson 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 1849-2020 – **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, RESCINDING PRIOR NOTICE AND**

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

City Administrator Chris Heard presented the Item, remarking that the issuance of the bonds would impact the City by approximately \$205,000 per year according to the debt service fund analysis. Council Member Skipworth said that he is inclined to support the Resolution, but he would like to have the numbers and documents send to him in advance of having to make a decision, to allow for time to make an informed decision. Mr. Heard said that he would send out the debt service fund analysis to Council tomorrow. Council Member Deats said that Council needs more of a breakdown on the estimated costs of the projects that would be funded by the bonds, in addition to oversight on how the bond revenues are spent.

Council Member Decker made a motion to approve the Resolution, and Council Member King seconded the motion. 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: Resolution Number 1850-2020 – **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DICKINSON, TEXAS, AND GH PROCUREMENT, LLC; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.**

Council Member Wilson made a motion to approve the Resolution, and Council Member King 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 11.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: The Dickinson Economic Development Corporation and City of Dickinson Employee Benefits and Administrative Services Interlocal Agreement.

City Attorney David Olson said that he was asked by Mayor Masters and Council to draft a version of the Agreement that would move employees of

Dickinson Economic Development Corporation (DEDC) to report to the City Administrator. This document has been prepared and has the effect of making DEDC employees City employees, which means that they would have to adhere to City policies.

Council Member Wilson made a motion to approve the Agreement, and Council Member Suderman seconded the motion.

City Administrator Chris Heard explained that the blank dollar amount in Section 3A is intentional; that number will change each year. Mr. Heard said that the new Agreement also keeps proper oversight of the DEDC Board by City Council.

Council Member Deats said that he did not see a pressing need to the changes proposed by this Item, or for the changes proposed by Item 12. The City Council, he said, could have a majority of its members change in the forthcoming November election, and this Council needs to leave such decisions to the new Council. Council Member Suderman disagreed, saying that in his tenure on Council, there has never been harmony between DEDC and Council and that the time to correct that is now, so that the new Council does not have to start from scratch. Every other employee of the City reports to the City Administrator, Council Member Suderman said, therefore so should DEDC. Council Member King noted that the City Secretary reports directly to City Council and does not report to the City Administrator.

The Council had a lengthy discussion on the benefits and drawbacks of the new Agreement. Members in favor of the change discussed the need for the current Council to fix mistakes that it itself has made, to improve communication between the City and DEDC, the duty of the City Council to run the City, and that DEDC receives tax funding only with permission from the City. Mayor Masters said that other boards should not be able to hire their own employees. Members opposed to the change discussed the upcoming election, the need to let the new Council guide the City as it sees fit, possible mass turnover on the DEDC Board, and the future ability of DEDC's CEO to speak freely to the City Council if they reported to the City Administrator. Council Members Skipworth and Decker expressed concern that unilaterally adopting changes to the Agreement would be in direct opposition to the sentiments recently expressed in the June 16, 2020 Joint Meeting of Council and DEDC, where both sides agreed to work together to resolve any issues.

There being no further discussion, Mayor Masters called for the vote.

VOTE:

3 AYES (Suderman, Wilson, King)

3 NAYS (Skipworth, Deats, Decker)

There being an equal number of “aye” and “nay” votes, Mayor Masters cast a tiebreaking “aye” vote.

MOTION PASSED

ITEM 12.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Approval of Amended and Restated Bylaws of the Dickinson Economic Development Corporation.

Council Member Wilson made a motion to approve the amended and restated bylaws of the Dickinson Economic Development Corporation (DEDC), and Council Member King seconded the motion. Council Member Deats said that he opposed this change for the same reasons that he opposed the changes in Item 11. City Attorney David Olson informed Council that it cannot unilaterally change DEDC’s bylaws; this Item would inform DEDC that the Council would like it to change its own bylaws.

Council Member Wilson made a motion to amend the original motion to include the stipulation that Directors may serve no more than two two-year terms on the DEDC Board, beginning now. Council Member King seconded the motion to amend the original motion. There being no further discussion, Mayor Masters called for the vote.

VOTE:

3 AYES (Suderman, Wilson, King)
3 NAYS (Skipworth, Deats, Decker)

There being an equal number of “aye” and “nay” votes, Mayor Masters cast a tiebreaking “aye” vote.

MOTION PASSED

There being no further discussion on the main motion, Mayor Masters called for the vote.

VOTE:

3 AYES (Suderman, Wilson, King)
3 NAYS (Skipworth, Deats, Decker)

There being an equal number of “aye” and “nay” votes, Mayor Masters cast a tiebreaking “aye” vote.

MOTION PASSED

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.

Mayor Masters recessed the regular meeting at 9:08 p.m.

ITEM 14.) RECONVENE

Mayor Masters reconvened the regular meeting at 9:15 p.m.

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

None.

ITEM 16.) ADJOURN

Council Member Wilson made a motion to adjourn the meeting at 9:16 p.m., and Council Member King 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 28th day of July, 2020.

Julie Masters, Mayor

ATTEST:

Alun W. Thomas, City Secretary

ITEM 9

RESOLUTION NUMBER XXX-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, ACCEPTING A PROPOSAL FROM HUITT-ZOLLARS, INC. FOR ENGINEERING SERVICES IN SUPPORT OF IMPROVING THE CITY'S ROAD AND DRAINAGE SYSTEM FOR OAK DRIVE BETWEEN PIN OAK DRIVE AND SUNSET DRIVE; 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 accept a proposal from Huitt-Zollars, Inc., attached hereto as Exhibit "A", to render certain engineering services for Oak Drive between Pin Oak Drive and Sunset Drive; and

WHEREAS, the maximum amount of compensation and reimbursement to be paid hereunder shall not exceed thirty thousand dollars (\$30,000) and payment to the Firm shall be made monthly, with an expected performance period of two (2) months; and

WHEREAS, upon full review and consideration of the agreement and all matters attendant and related thereto, the City Council is of the opinion that the proposal should be accepted and that the City Administrator should be authorized to execute an 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 above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The proposal, having been reviewed by the City Council of the City of Dickinson and found to be acceptable and in the best interests of the City of Dickinson and its citizens, is hereby in all things accepted.

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

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

DULY PASSED AND APPROVED on this the 28th day of July 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

EXHIBIT “A”

TO

RESOLUTION XXX-2020

July 20, 2020

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

Reference: Design of Oak Drive between Pin Oak and Sunset

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 provide engineering services in support of improving the City's road and 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 engineering services for the design of the pavement and drainage for Oak Drive between Pin Oak Drive and Sunset Drive.
 - 1.1.2 Collect data, survey and conduct site visits.
 - 1.1.3 Prepare plans and exhibits to be added to a project being prepared for bid.
 - 1.1.4 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 \$30,000.00. 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 performance period for these services shall be two (2) 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-ZOLLARS

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 10



PO Box 57942
Webster, TX 77598
832.771.0773 p
www.baytran.org

June 24, 2020

Mayor Julie Masters
City of Dickinson
4403 Highway 3
Dickinson, Texas 77539

Dear Mayor Masters,

The Bay Area Houston Transportation Partnership (BayTran) is in our 30th year of advocating for mobility and infrastructure funding and initiatives. We are honored to serve communities in Harris, Galveston and Brazoria Counties.

While our focus is connecting locally with the communities we serve, our ultimate goal is to mobilize our local elected officials and business leaders to join us in our efforts at the state and federal levels as we pursue transportation funding for our region.

Coronavirus has put a hold on our monthly luncheons, so we have forged ahead by connecting our members and community through weekly webinars featuring the leaders of BayTran's Tri-County region.

BayTran continues to move forward in developing our state and federal agendas and strategies. We are excited about our plan to lead rotating delegations to Austin to meet with our legislators and TxDOT leaders once in-person meetings resume. We have garnered the support of several mayors and county officials in this effort, and we hope that the City will be represented.

BayTran appreciates the support of our numerous member cities, and we appreciate the City of Dickinson's consideration of a membership with our organization. Please feel free to call me at 713-591-6134 if you would like more information on our efforts.

Sincerely,

A handwritten signature in black ink, appearing to read "Theresa Rodriguez", is written over a large, stylized, scribbled-out signature area.

Theresa Rodriguez
President, Bay Area Houston Transportation Partnership



BAYTRAN MEMBERSHIP CLASSIFICATIONS AND ANNUAL DUES

<u>MEMBERSHIP SECTOR</u>	<u>FEE STRUCTURE</u>
<i>Sustaining Members*</i>	\$3,500 +
<i>Counties and Municipalities</i>	\$2,500
<i>Large Businesses (50+ employees)</i>	\$2,500
<i>Mid-sized Businesses (11-50 employees)</i>	\$1,500
<i>Small Businesses (2-10 employees)</i>	\$750
<i>Individual Membership</i>	\$500
<i>Non-Profit Organizations</i>	\$100
<i>Student/Educator</i>	\$50

Monthly Membership Luncheons: \$50 members; \$65 Non-members. (Special events pricing varies)

2020 MEMBERSHIP APPLICATION

Business/Individual Name: _____

Primary Contact: _____ Title: _____

Address: _____ City: _____ Zip: _____

Company Telephone: _____ Mobile: _____

Email: _____ Web Site: _____

Membership Classification: _____

Check Amount: \$ _____ Credit Card Amount: \$ _____

Name on Card: _____ Credit Card No.: _____

Expiration Date: _____ Security Code: _____ Billing Zip Code: _____

Please email Membership Application to president@baytran.org or mail with check to:
BayTran, P.O. Box 57942, Webster, TX 77598

The Bay Area Houston Transportation Partnership is a 501c(4) Organization. Payment of membership dues may be tax deductible for most members.

**Sustaining Member level includes complimentary admission to certain events. Inquire for details.*

RESOLUTION NUMBER XXX-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS AUTHORIZING AND APPROVING MEMBERSHIP IN BAYTRAN BAY AREA HOUSTON TRANSPORTATION PARTNERSHIP FOR THE PURPOSE OF PROTECTING THE INTERESTS OF THE CITY AND ITS CITIZENS WITH RESPECT TO ENHANCING REGIONAL MOBILITY; AUTHORIZING THE PAYMENT OF \$2,500 ANNUAL MEMBERSHIP DUES; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE MEMBERSHIP APPLICATION BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Bay Area Houston Transportation Partnership (BAYTRAN) serves as a transportation management organization facilitating Regional Mobility Management for employers, government agencies and residents in the Bay Area Transportation Partnership Tri-County (Brazoria, Galveston, Harris) regional service area; and

WHEREAS, by becoming a member of BAYTRAN, the City of Dickinson can join with other agencies to help promote and advance transportation and infrastructure improvements and directly influence critical transportation related decisions of the region; and

WHEREAS, in order for BAYTRAN to continue its participation in these activities that affect and enhance regional mobility, BAYTRAN must assess its members for such costs; and,

WHEREAS, the City is free to withdraw from BAYTRAN at its discretion.

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

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

Section 2. The City Council authorizes membership and participation in BAYTRAN and cooperation with the members of BAYTRAN for matters related to transportation and infrastructure improvements.

Section 3. The City is further authorized to pay its annual membership dues to BAYTRAN at the Counties and Municipalities Rate of Two-Thousand Five Hundred Dollars (\$2,500).

Section 4. The City Council also authorizes the Mayor to execute, and the City Secretary to attest (if needed), on behalf of the City of Dickinson, the membership application and all other documents in connection therewith.

Section 5. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED the 28th day of July, 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 11

RESOLUTION NUMBER XXX-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, AWARDING REQUEST FOR QUALIFICATIONS #2004 FOR PROFESSIONAL ENGINEERING SERVICES TO HUITT-ZOLLARS, INC. 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 of Dickinson solicited assistance with scoping for applications and engineering of infrastructure projects, if awarded, from the Federal Emergency Management Agency (FEMA), CDBG program of the General Land Office (GLO) , Hazard Mitigation Grant Program (HMGP) of the Texas Division of Emergency Management (TDEM), and other funding opportunities that may arise.

WHEREAS, the City of Dickinson advertised Request for Qualifications (“RFQ”) #2004 for professional engineering services for prospective grant funded projects on July 2, 2020 and July 9, 2020, in the Galveston Daily News; and

WHEREAS, ten submittals were received in response to the RFQ in which the Assistant to the City Administrator publicly opened on July 16, 2020, at 3:30 p.m.; and

WHEREAS, upon full review and consideration of the RFQ Evaluation and all matters attendant and related thereto, the City Council is of the opinion that RFP #2004 should be awarded to Huitt-Zollars, Inc.

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 Summary of Evaluations for RFQ 2004, attached hereto as Exhibit A, having been reviewed by the City Council of the City of Dickinson and found to be acceptable and in the best interests of the City of Dickinson and its citizens.

Section 2. Request for Qualifications #2004 for professional engineering services is hereby awarded to Huitt-Zollars, Inc.

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

DULY PASSED AND APPROVED on this the 28th day of July 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 12

RESOLUTION NUMBER XXX-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF DICKINSON, TEXAS, AND GALVESTON COUNTY, TEXAS REGARDING FUNDING FROM THE CORONAVIRUS RELIEF FUND UNDER THE CARES ACT, WHICH PERMITS TRANSFERS OF FUNDING TO OTHER UNITS OF GOVERNMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT BY THE CITY ADMINISTRATOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Galveston County (“County”) and Municipalities are eligible to receive funding from the Coronavirus Relief Fund (“CRF”) under The Coronavirus Aid, Relief, and Economic Security Act, also known as the CARES Act, which permits transfers of funding to other units of government; and

WHEREAS, the State of Texas allocated CRF funding to the County based on the population in only unincorporated areas and allocated funding to Municipalities based on the population in incorporated areas within Galveston County, Texas; and

WHEREAS, Pursuant to Chapter 791 of the Texas Government Code, County and Municipalities are authorized to enter into this interlocal agreement; and

WHEREAS, County is currently funding COVID-19 lab testing services for residents throughout Galveston County, Texas, including residents within incorporated Municipalities; and

WHEREAS, County intends to continue supporting COVID-19 testing and public health responses throughout the County, including within Municipalities.

NOW THEREFORE, in consideration of the agreements contained herein, the Parties hereby covenant and agree as follows:

1. Each of the Municipalities agrees to transfer CRF funding to the County in the amounts indicated in “Exhibit A” to the Agreement to support COVID-19 testing and related public health efforts.
2. This Agreement is independently effective as to the County and each of the Municipalities who execute it. None of the Municipalities has any authority to bind any other. Whether or not any or all of the other Municipalities execute this Agreement does not affect the validity of the Agreement between each individual Municipality and the County.
3. Each Municipality authorizes the State of Texas to distribute the CRF funding subject to this agreement directly to the County.

4. If it is not practicable for any reason for the State to distribute the funds subject to this Agreement directly to the County, each Municipality agrees to obtain subject funding from the State of Texas and remit the same to the County.
5. The parties agree that the relationship between the parties of this Agreement is strictly that of independent contractors, and the parties have not entered into a joint venture, partnership or other entity in any capacity.
6. The Term of this Agreement will be for one (1) year from the Effective Date, unless sooner terminated as provided herein. The Term may be extended by written mutual agreement of the parties.
7. The parties agree that the laws of the State of Texas shall govern in any dispute concerning the rights of the parties, and that a state court in Galveston County, Texas shall be the proper venue for such dispute.
8. All financial obligations under this Agreement shall be funded from current revenues and exclusively from currently-available CRF funds.
9. This agreement may be executed in multiple counterparts.

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, after review of the terms and conditions thereof, hereby approves the attached Interlocal Agreement (attached hereto as "Exhibit A" to the Resolution) between the City of Dickinson, Texas, and Galveston County.

Section 3. The City Council authorizes the City Administrator to execute the Agreement on behalf of the City of Dickinson and all other documents in connection therewith.

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

DULY PASSED AND APPROVED this the 28th day of July, 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

INTERLOCAL AGREEMENT FOR TRANSFER OF CARES ACT FUNDING

This agreement, effective on the date of execution by each Municipality (“effective date”), is between the County of Galveston, a political subdivision of the State of Texas (“County”), and each of the following municipalities located wholly or partially within Galveston County, Texas: City of Bayou Vista, Texas; City of Clear Lake Shores, Texas; City of Dickinson, Texas; City of Friendswood, Texas; City of Galveston, Texas; City of Hitchcock, Texas; City of Jamaica Beach, Texas; City of Kemah, Texas; City of La Marque, Texas; City of League City, Texas; City of Santa Fe, Texas; City of Texas City, Texas; Village of Tiki Island, Texas (each individually “Municipality” or collectively “Municipalities”).

WHEREAS, County and Municipalities are eligible to receive funding from the Coronavirus Relief Fund (“CRF”) under The Coronavirus Aid, Relief, and Economic Security Act, also known as the CARES Act, which permits transfers of funding to other units of government;

WHEREAS, the State of Texas allocated CRF funding to the County based on the population in only unincorporated areas and allocated funding to Municipalities based on the population in incorporated areas within Galveston County, Texas;

WHEREAS, Pursuant to Chapter 791 of the Texas Government Code, County and Municipalities are authorized to enter into this interlocal agreement;

WHEREAS, County is currently funding COVID-19 lab testing services for residents throughout Galveston County, Texas, including residents within incorporated Municipalities; and

WHEREAS, County intends to continue supporting COVID-19 testing and public health responses throughout the County, including within Municipalities.

NOW THEREFORE, in consideration of the agreements contained herein, the Parties hereby covenant and agree as follows:

1. Each of the Municipalities agrees to transfer CRF funding to the County in the amounts indicated in Exhibit A to support COVID-19 testing and related public health efforts.
2. This Agreement is independently effective as to the County and each of the Municipalities who execute it. None of the Municipalities has any authority to bind any other. Whether or not any or all of the other Municipalities execute this Agreement does not affect the validity of the Agreement between each individual Municipality and the County.
3. Each Municipality authorizes the State of Texas to distribute the CRF funding subject to this agreement directly to the County.
4. If it is not practicable for any reason for the State to distribute the funds subject to this Agreement directly to the County, each Municipality agrees to obtain subject funding from the State of Texas and remit the same to the County.
5. The parties agree that the relationship between the parties of this Agreement is strictly that of independent contractors, and the parties have not entered into a joint venture, partnership or other entity in any capacity.

6. The Term of this Agreement will be for one (1) year from the Effective Date, unless sooner terminated as provided herein. The Term may be extended by written mutual agreement of the parties.
7. The parties agree that the laws of the State of Texas shall govern in any dispute concerning the rights of the parties, and that a state court in Galveston County, Texas shall be the proper venue for such dispute.
8. All financial obligations under this Agreement shall be funded from current revenues and exclusively from currently-available CRF funds.
9. This agreement may be executed in multiple counterparts.

By signing below, the representatives affirm that they are authorized to bind their respective entities and enter into this Agreement.

THE COUNTY OF GALVESTON, TEXAS

ATTEST:

By: _____
 Mark Henry
 County Judge

 County Clerk

Date: _____

Date: _____

THE CITY OF BAYOU VISTA, TEXAS

ATTEST:

By: _____
 Daniel Konyha
 Mayor

 City Secretary

Date: _____

Date: _____

THE CITY OF CLEAR LAKE SHORES, TEXAS

ATTEST:

By: _____
 Kurt Otten
 Mayor

 City Secretary

Date: _____

Date: _____

THE CITY OF DICKINSON, TEXAS

ATTEST:

By: _____
 Julie Masters
 Mayor

 City Secretary

Date: _____

Date: _____

THE CITY OF FRIENDSWOOD, TEXAS

By: _____
Michael Foreman
Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

THE CITY OF GALVESTON, TEXAS

By: _____
James Yarborough
Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

THE CITY OF HITCHCOCK, TEXAS

By: _____
Randy Strickland
Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

THE CITY OF JAMAICA BEACH, TEXAS

By: _____
Steve Spicer
Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

THE CITY OF KEMAH, TEXAS

By: _____
Terri Gale
Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

THE CITY OF LA MARQUE, TEXAS

By: _____
Bobby Hocking
Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

THE CITY OF LEAGUE CITY, TEXAS

By: _____
Pat Hallisey
Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

THE CITY OF SANTA FE, TEXAS

By: _____
Jason Tabor
Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

THE CITY OF TEXAS CITY, TEXAS

By: _____
Matthew Doyle
Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

VILLAGE OF TIKI ISLAND, TEXAS

By: _____
Vernon Teltschick
Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

EXHIBIT A

Funding per Municipality:

<u>ENTITY:</u>	<u>POPULATION:</u>	<u>ALLOCATION:</u>
Bayou Vista	1,648	\$16,480
Clear Lake Shores	1,164	\$11,640
Dickinson	21,532	\$215,320
Friendswood	28,606	\$286,060
Galveston	49,638	\$496,380
Hitchcock	7,855	\$78,550
Jamaica Beach	1,080	\$10,800
Kemah	2,047	\$20,479
La Marque	16,817	\$168,170
League City	104,260	\$1,042,600
Santa Fe	13,624	\$136,240
Texas City	50,946	\$509,460
Tiki Island	1,057	\$10,570

ITEM 13

Executive Session

ITEM 14

Reconvene

ITEM 15

**Matters Discussed in
Executive Session**

ITEM 16

Adjourn