

**January 14, 2020  
City Council  
Regular Meeting  
7:00 p.m.**



**AGENDA**  
City of Dickinson  
**CITY COUNCIL**  
**REGULAR MEETING**

**January 14, 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, January 14, 2020, at 7:00 p.m.** at: 4403 Highway 3, Dickinson, Texas 77539 for the purpose of considering the following numbered items. The City Council of the City of Dickinson, Texas, reserves the right to meet in a closed session on any of the below items should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

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

**ITEM 2.) INVOCATION**

**ITEM 3.) PLEDGE OF ALLEGIANCE**

**ITEM 4.) PROCLAMATIONS**

A.

**ITEM 5.) ANNOUNCEMENTS AND PRESENTATIONS:**

A. Council Comments.

B. The 2020 "It's Time Texas" Community Challenge (Galveston County Health District).

C. Charter Review Commission Final Report.

**ITEM 6.) REPORTS:**

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

B. Update on Public Works Projects (Interim Director of Public Works Ron Sullivan).

**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 December 10, 2019.
- B. 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 MAY 2, 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 SUBSECTION (a), PERMITTED USES, OF SECTION 18-55, GENERAL COMMERCIAL “GC” DISTRICT, OF ARTICLE IV, ZONING DISTRICTS, OF CHAPTER 18, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF DICKINSON, TEXAS, TO DELETE SUBSECTION (8), CHILD DAY CARE SERVICES, AND REPLACE WITH A NEW SUBSECTION (8), DAY CARE SERVICES; PROVIDING FOR THE INCORPORATION OF PREAMBLE; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION HEREOF; AND PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE. (Second of Three Readings)**

**ITEM 10.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance Number XXX-2020 – **AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, AMENDING SECTION 18-58, USES REQUIRING SPECIFIC USE PERMIT, OF ARTICLE V, SPECIFIC USES, OF CHAPTER 18, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF DICKINSON, TEXAS, TO DELETE CHILD DAY CARE CENTERS, AND AMENDING SUBSECTION (a), PERMITTED USES, OF SECTION 18-54, NEIGHBORHOOD COMMERCIAL “NC” DISTRICT, OF ARTICLE IV, ZONING DISTRICTS, OF CHAPTER 18, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF DICKINSON, TEXAS, TO ADD DAY CARE SERVICES AS A PERMITTED USE, AND TO RENUMBER THE REMAINING SUBSECTIONS ACCORDINGLY; PROVIDING FOR THE**

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

**ITEM 11.) 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; AND ADOPTING AN APPENDIX C TO THE CITY OF DICKINSON PERSONNEL POLICY WHICH OUTLINES PAY STRUCTURES FOR THOSE EMPLOYEES UNDER THE COLLECTIVE BARGAINING AGREEMENT. (Second of Three Readings)**

**ITEM 12.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** A Six (6) Month Extension of Specific Use Permit Number SUP-18-2112, a Request for a Specific Use Permit, for a “Bar” Located at Property Legally Described as Abstract 19 Perry & Austin Tract 67 (67-5) 1.855 Acres, Dickinson, Texas 77539, Currently Zoned General Commercial “GC”.

**ITEM 13.) 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 ADDITIONAL CONSTRUCTION MANAGEMENT SERVICES FOR FEMA PROJECT #36050 DICKINSON CULVERTS AND DITCHES; 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 14.) 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 AGREEMENT BETWEEN THE CITY OF DICKINSON, TEXAS, AND HDR ENGINEERING, INC. FOR TEXAS AVENUE WATER LINE IMPROVEMENTS; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE AGREEMENT BY THE MAYOR; AND PROVIDING 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, AUTHORIZING THE CITY ADMINISTRATOR TO ISSUE TASK WORK AUTHORIZATION NUMBER 3 FOR FEMA PROJECT #36050 DICKINSON CULVERTS AND DITCHES; PROVIDING FOR INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.**

**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.

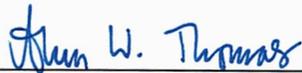
**ITEM 17.) RECONVENE**

**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, January 14, 2020**, was posted on the bulletin board at City Hall, 4403 Highway 3, Dickinson, Texas, on this the 9th day of January, 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: January 14, 2020  
Regular Meeting**

| <b><u>MAYOR/COUNCIL</u></b>                        | <b><u>PRESENT</u></b> | <b><u>ABSENT</u></b> |
|--|-----------------------|----------------------|
| 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                 | _____                 | _____                |
| <br><b><u>ALSO IN ATTENDANCE:</u></b>              |                       |                      |
| City Attorney David W. Olson                       | _____                 | _____                |
| City Administrator Chris Heard                     | _____                 | _____                |
| Finance Director Kristen Woolley                   | _____                 | _____                |
| City Secretary Alun W. Thomas                      | _____                 | _____                |
| Interim Dir. of Community Dev. S. R. Burgess       | _____                 | _____                |
| Interim Public Works Director Ronald Sullivan      | _____                 | _____                |
| 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 Saunders       | _____                 | _____                |
| 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 5B**

**The 2020 “It’s Time  
Texas” Community  
Challenge**

# **ITEM 5C**

## **Charter Review Commission Final Report**

**Dickinson City Council  
Agenda Item Data Sheet**

**MEETING DATE**            January 14, 2020

|               |   |
|---------------|---|
| <b>TOPIC:</b> | Charter Review Commission Final Report. |
|---------------|---|

|                    |  |
|--------------------|--|
| <b>BACKGROUND:</b> | The Charter Review Commission has concluded its work and, on January 9, 2020, its Chairman submitted the Commission's Final Report to me. In accordance with Section 12.18 of the City Charter, the Final Report is hereby submitted to City Council through this agenda item for Council's consideration. |
|--------------------|--|

|                        |       |
|------------------------|-------|
| <b>RECOMMENDATION:</b> | None. |
|------------------------|-------|

|                     |  |
|---------------------|--|
| <b>ATTACHMENTS:</b> | <ul style="list-style-type: none"> <li>• Commission Final Report</li> <li>• Summary of Recommended Amendments to City Charter by Charter Review Commission</li> <li>• City Charter - Working Document (a redlined version showing the proposed changes)</li> </ul> |
|---------------------|--|

|                       |   |
|-----------------------|---|
| <b>FUNDING ISSUES</b> | <input checked="" type="checkbox"/> Not applicable<br><input type="checkbox"/> Not budgeted<br><input type="checkbox"/> Full Amount already budgeted.<br><input type="checkbox"/> Funds to be transferred from Acct.#            -            - |
|-----------------------|---|

|                                |                                    |
|--------------------------------|------------------------------------|
| <b>SUBMITTING STAFF MEMBER</b> | <b>CITY ADMINISTRATOR APPROVAL</b> |
| Alun W. Thomas, City Secretary |                                    |

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

January 9, 2020

Mayor and Council  
City of Dickinson, Texas

Mayor and Councilmembers,

I am pleased to present the following final report of the City Charter Commission:

FINAL REPORT.

The City Charter Review Commission, (Deborah Fortner, Bruce Henderson, Scott Shrader, Johnnie Simpson Jr, and Ivan Langford), recommends to City Council submission to the electorate amendments to the City Charter, including provisions adopting the Council-Manager form of government; limiting the terms of office for the Mayor and Councilmembers; requiring a person to be a resident of the city for at least twelve months immediately preceding their election to the city council; providing for compensation of the Mayor and Councilmembers not to exceed \$75 per meeting (\$1,800 per year); permitting council to fill a vacancy of a councilmember position within one year of a regular election; amending the procedures for the passage of ordinances; requiring earlier submission of budget and publication of the budget as permitted by state law; increasing the amount of the City's disaster contingency fund; providing for the contract and purchase of goods and services consistent with state procurement laws; permitting the appointment of members of council to serve on boards, commissions and committees where allowed by state law; prohibiting any city officer or employee from participating in any vote or decision in which the person has a personal interest as provided by state law; and requiring the periodic review of the city charter by a council appointed charter commission. Additionally, the Commission recommends various non-substantive revisions of the City Charter including amendments that provide gender neutral terminology, allow renumbering of sections, and conform the Charter to the general laws of the State of Texas.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Ivan Langford". The signature is written in a cursive, flowing style.

Ivan Langford, Chairman  
City Charter Review Commission

**DIVIDER PAGE**

## **SUMMARY OF RECOMMENDED CITY CHARTER AMENDMENTS<sup>1</sup>**

The City Charter Commission recommends, and requests that City Council consider submitting to the electorate, the following amendments to the City Charter:

A. An amendment relating to the adoption of a Council-Manager form of government: change City Charter sections 1.02, 2.01, 3.04(a) (first sentence), 3.04 (b), 3.06(a), 3.07 (b) and (c), 3.08, 4.01, 4.02, 4.03, 4.04, 4.05, 4.07, 4.08, 7.14, and 7.15.

B. An amendment relating to the powers of the City Council: change sections 1.05, 3.04 a) (second sentence) and 3.06 (f), (q) and (r).

C. An amendment limiting the terms of office for the Mayor and Councilmembers: add subsection 3.01(c).

D. An amendment requiring a person to be a resident of the city for at least twelve months immediately preceding their election to the city council: change section 3.02.

E. An amendment providing for compensation of the Mayor and Councilmembers not to exceed \$75 per meeting/\$150 per month/\$1800 per year: change section 3.03.

F. An amendment relating to the filling of a vacancy of a councilmember position within one year of a regular election: change section 3.05(e).

G. An amendment relating to the passage of ordinances: change sections 3.09 and 12.03.

H. An amendment relating to the administration of the City's finances including requiring earlier submission of budget and publication of the budget as permitted by state law: change sections 7.02 and 7.04.

I. An amendment increasing the amount of the City's disaster contingency fund: change section 7.07.

J. An amendment providing for the contract and purchase of goods and services consistent with state procurement laws: change section 7.14.

K. An amendment providing for the appointment of members of council to serve on boards, commissions and committees where permitted by state law: change subsection 8.01(d).

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<sup>1</sup> The Commission members are Deborah Fortner, Bruce Henderson, Ivan Langford (Chair), Scott Schrader and Johnnie Simpson, Jr. The Commission met on November 12, December 3, 9, 19, 2019, and January 8, 2020, to deliberate changes to the City Charter. The Final Report was approved January 8, 2020.

L. An amendment prohibiting any city officer or employee from participating in any vote or decision in which the person has a personal interest as provided by state law: change section 12.15.

M. An amendment requiring the periodic review of the city charter by a council appointed charter commission: change section 12.18.

N. An amendment permitting notice of the report of the City Charter Commission by publication on the Internet: change section 12.18.

O. An amendment relating to gender neutrality in terminology: change sections 5.03, 6.03, 6.07, 6.09, 6.12, 6.13, and 12.18(4).

P. An amendment relating to conforming the Charter to the general laws of the State of Texas: change sections 3.11, 3.13, and 12.10.

Q. An amendment relating to non-substantive revisions: change sections 8.01(a) and 9.02 and permitting renumbering.

**DIVIDER PAGE**

THE HOME RULE CHARTER OF THE CITY OF DICKINSON, TEXAS<sup>[1]</sup>

PREAMBLE

We, the people of the City of Dickinson, exercising the powers of home rule granted to us by the constitution and laws of the State of Texas, in order to preserve, protect, and guarantee the lawful rights and freedom of each individual citizen, ensure the proper and efficient expenditure of public funds, provide for the future progress and orderly growth of our city, encourage interest and participation by citizens, do hereby ordain, adopt, and establish this charter of the City of Dickinson within the State of Texas.

**1. Editor's note**— The city's home rule charter was adopted at an election held on January 17, 1987, and is included herein for the convenience of the users of this Code. The original arrangement, article headings and section catchlines have been retained. Words appearing in brackets herein have been added by the editor for clarification. A uniform system of capitalization has been used.

**State Constitution reference**— Charter to be consistent with constitution and general laws, Art. XI, § 5.

**State Law reference**— Home rule municipality, V.T.C.A. Local Government Code, § 9.001 et seq.

ARTICLE I. - FORM OF GOVERNMENT AND BOUNDARIES<sup>[2]</sup>

**2. State Law reference**— Home rule municipalities designated, V.T.C.A. Local Government Code, § 5.004.

1.01 - Incorporation.

The inhabitants of the Village of Dickinson in Galveston County, Texas, within the corporate limits as now established and as hereafter altered, shall continue to be a municipal body politic and corporate in perpetuity under the name of the "City of Dickinson," hereafter referred to as the "city."

1.02 - Form of government.

The municipal government provided by this charter shall be known as the ~~mayer-council-manager~~ form of government. Pursuant to the provisions and subject only to the limitations imposed by the constitution and the laws of the State of Texas and by this charter, all powers of the city shall be vested in ~~and exercised~~ by an elective city council, which shall enact local legislation, adopt budgets, determine policies, and appoint the city manager, who shall execute the laws and administer the government of the city. All powers of the city shall be exercised in the manner prescribed by this charter, or if the manner be not prescribed, then in such manner as may be prescribed by ordinance or state law.

**State Law reference**— Form of government, V.T.C.A. Local Government Code, § 26.021.

1.03 - Boundaries of the city.

The boundaries of the city shall be the same as have been heretofore established and now exist and those boundaries established and changed hereafter in all annexation and disannexation proceedings of the city, filed in the office of the city secretary.

**State Law reference**— Municipal boundaries, V.T.C.A. Local Government Code, § 41.001 et seq.

1.04 - Extension of boundaries.

The city council may annex, by ordinance, territory adjacent to the city, with or without the consent of the owners or inhabitants of the annexed territory, and subject to the procedural rules prescribed by state law.

(Election of 5-5-2001, § 5)

**State Law reference**— Municipal annexation, V.T.C.A. Local Government Code, § 43.001 et seq.; annexation of property during tax year, V.T.C.A. Tax Code, § 26.14.

1.05 - Disannexation.

[The] city council, after a public hearing and an affirmative vote of five (5) members of councilmembers, may by ordinance disannex any property lying within the boundary limits of the city, and lying adjacent to the city limits, and subject to the procedural rules prescribed by state law.

Commented [LSB1]: NEEDS REVIEW.

1.06 - Definitions.

[The following definitions shall apply in this charter:]

*City*—The City of Dickinson.

*City council*—The mayor and councilmembers acting as a group.

*Councilmembers*—Persons elected to the city council other than the mayor.

~~*Officers*—City councilmembers, elected city officials, and city department heads.~~

*Qualified voters*—Residents of the city, properly registered to vote, in accordance with the Texas Election Code.

**State Law reference**— Voter qualifications and registration, V.T.C.A. Election Code, § 11.001 et seq.

ARTICLE II. - POWERS OF THE CITY

2.01 - General.

The city shall be an incorporated home rule city with full powers and rights of self-government, as provided in or not prohibited by the constitution, statutes, laws of the State of Texas, or this charter, as presently in existence or hereafter amended. By way of example, but not by way of limitation, the city shall specifically have the powers described in other sections of this charter and as described below:

- a. To adopt, enact, establish and enforce codes, licenses, and ordinances policies, and resolutions for the maintenance of good government and the interest and well-being of its inhabitants.
- b. To cooperate with the government of the State of Texas, or any agency or political subdivision thereof, the government of the United States or its agencies, for any lawful purpose and for the advancement of the interests, safety, convenience and welfare of its inhabitants.
- c. To exercise the right of eminent domain, the right of extraterritorial jurisdiction and to have exclusive dominion over all public property in a manner permitted by the constitution and laws of the State of Texas.
- d. To contract and be contracted with; to sue and be sued; to buy, sell, lease, mortgage, hold, manage, and control such property as its interests require.

- e. To establish, maintain, improve, alter, abandon, or vacate public streets, rights-of-way, sidewalks, alleys, squares, parks and other public ways and to police the use thereof.

**State Law reference**— Eminent domain, V.T.C.A. Property Code, § 21.001 et seq.

2.02 - Public improvements.

The city shall have the power to construct and maintain, within or without its corporate limits, streets, flood control facilities; and sanitation, water, and storm drainage facilities; in, over, under or upon all public property or easements granted for that purpose. The city shall also have the power by ordinance to levy assessments for the cost of such improvements and to cause liens to be established, as provided by law, for the purpose of securing the payment of such levies and shall have the power to enforce and require the use of such improvements.

**State Law reference**— Street improvements, enforcement of lien, ~~V.T.C.S. Art. 1086 et seq~~ V.T.C.A. Transportation Code Ch. 311.

2.03 - Land use ordinances.

- a. The city shall have the power to establish and maintain ordinances and regulations governing the use of lands within the city and to enforce by all lawful means these ordinances and regulations, within and without its corporate limits.
- b. The city shall have the power to authorize, regulate and inspect all construction and existing structures within or without its limits, consistent with state statutes, and to establish and enforce ordinances and regulations concerning their use, construction and reconstruction.

ARTICLE III. - CITY COUNCIL

3.01 - Number, term, and election of city council.

a. The legislative and governing body of the city shall consist of a mayor and six (6) councilmembers known as the "city council." The mayor and all councilmembers shall be elected from the city at large, and each councilmember shall occupy a position on the city council, such positions being numbered 1 through 6 consecutively. Any candidate for the office of councilmember shall file an application for a specific position on the city council, such as "Councilmember Position No. 1." The ballot for an election for councilmember shall show each position on city council as a separate office designated by position number.

ab. The mayor and each councilmember shall be elected to serve for three-year terms. The three-year terms of office of councilmembers shall be staggered, and the initial election for said offices shall be as follows:

- (1) The three council positions to be filled in the 1995 general election shall be known as council position numbers 2, 4, and 6.
- (2) The three council positions to be filled in the 1996 general election shall be known as council position numbers 1, 3, and 5.

c. No person may be elected to serve more than three consecutive full or regular three year terms as the mayor or a councilmember, or serve or be appointed or elected to serve more than 10 consecutive years on the city council. Any person appointed or elected as the mayor or a council member may not be appointed or elected to any office on the council within three years of the end of the person's prior service on the city council. Provided, however, any service on the city council prior to June 1, 2013 shall not be considered as prior service.

(Res. No. 210-94, § 3, 3-8-94)

3.02 - Qualifications of members.

Each member of city council shall be a resident of the city, shall be at least twenty-one (21) years of age, shall be a qualified voter, shall have been a resident citizen of the city for a period of at least ~~six (6)~~ twelve (12) months immediately preceding ~~his the~~ election, ~~and shall not be indebted to the city, with the exception of indebtedness being contested in accordance with the law.~~ Failure of a member of the city council to maintain the residency requirement shall result in such office being automatically vacated.

3.03 - Compensation.

Each member of council shall receive a salary of Seventy-Five Dollars (\$75.00) for each regular meeting that the officer attends; provided, however, such compensation shall not exceed One Thousand Eight Hundred Dollars (\$1,800.00) in any twelve (12) month period. In addition, [M]members of [the] city council shall be entitled to reimbursement for actual expenses incurred in the performance of official duties with the approval of [the] city council at a public meeting. No other compensation shall be allowed.

3.04 – Presiding officer; mayor and mayor pro tem.

- a. The mayor shall be recognized as the official head of the city government for all ceremonial purposes and by the governor for purposes of military law, but shall have no regular administrative duties. The mayor He shall be the presiding officer of the city council with the right to vote on all matters but shall vote only in the case of a tie vote. He shall have the power to veto legislation of city council within three (3) days after passage thereof, but the veto may be overridden by an affirmative vote of four (4) councilmembers at a regular or special meeting occurring within thirty (30) days of the vote. When authorized by [the] city council, the mayor shall sign ~~a~~ official documents, such as ordinances, resolutions, conveyances, grant agreements, official plats, contracts, and bonds.
- b. The mayor shall ~~have the power to see that all state laws and city laws are effectively enforced, prepare and recommend to [the] city council the annual budget, and~~ perform such other duties as may be required by [the] city council or as specified in this charter.
- c. The mayor pro tem shall be a councilmember elected by [the] city council at the first meeting after each regular election of councilmembers. The mayor pro tem shall act as mayor during the disability or absence of the mayor, and in this capacity shall have the rights conferred upon the mayor. The mayor pro tem retains the right to vote while acting as chairman of [the] city council meetings.

3.05 - Vacancies.

- a. The office of the mayor or councilmember shall become vacant upon ~~his the person's~~ death, resignation, forfeiture of, disqualification, or removal from office by any manner authorized by law.
- b. If any member of [the] city council is absent from three (3) regular meetings within a six-month period, without explanation acceptable to a majority of the remaining ~~council~~ members of council, ~~his the person's~~ office shall be declared vacant at the next regular meeting of [the] city council.
- c. Any member of [the] city council who ceases to maintain the required qualifications for office (as delineated in 3.02), or who is convicted of a felony or a misdemeanor involving moral turpitude or who is convicted of violating a state law concerning conflict of interest, shall forfeit his office. Every forfeiture shall be declared and enforced by a majority vote of [the] city council.
- d. In the event of a vacancy in the office of the mayor, the mayor pro tem shall become the mayor, thereby vacating ~~his mayor pro tem's city councilmember~~ position.
- e. If a vacancy occurs on city council such vacancy shall be filled, for the remainder of the unexpired term, at a special election held for such purpose. Such election shall be called within one hundred

twenty (120) days after such vacancy or vacancies occur. Except that if the remainder of the unexpired term of the vacated office is twelve (12) months or less, then the council is authorized to fill the unexpired term by appointment or holding a special election within one hundred fifty (150) days after such vacancy occurs if no appointment is made within thirty (30) days of the vacancy.

(Res. No. 210-94, § 3, 3-8-94)

3.06 - Powers of the city council.

All powers and ~~authority which are conferred on or possessed by the city~~ the determination of all matters of policy shall be vested in and exercised by [the] city council; provided that [the] city council shall have no power to exercise those powers which are expressly conferred on other city officers by this charter. Without limitation of the foregoing, and among the other powers that may be exercised by the council, the following are here [sic] enumerated for greater certainty:

- a. ~~Establish, consolidate, or abolish administrative departments and distribute the work of divisions.~~ Appoint and remove the city manager;
- b. Adopt the budget of the city;
- c. Inquire into the conduct of any office, department or agency of the city and make investigations as to municipal affairs;
- d. Create, combine or abolish boards and commissions, not otherwise provided for in this charter, as may be necessary, and to appoint or remove the members of all such boards and commissions. Such boards and commissions shall have all powers and duties now or hereafter conferred and created by this charter, by city ordinance or by law;
- e. Adopt and modify a zoning plan by ordinance after the required notice and public hearing prescribed by law;
- f. ~~Adopt~~ Approve or provide for the approval of subdivision plats;
- g. Adopt and modify the official map of the city;
- h. Adopt and modify and carry out plans in cooperation with the planning and zoning commission for the replanning, improvement, and redevelopment of specific areas of the city;
- i. Adopt and modify and carry out plans in cooperation with the planning and zoning commission for the replanning, reconstruction or redevelopment of any area or district which may have been destroyed in whole or in part by disaster;
- j. Provide for the establishment and designation of fire limits and prescribe the kind and character of buildings or structures or improvements to be erected therein and provide for the erection of fireproof buildings within said limits, and provide for the condemnation of dangerous structures or buildings or dilapidated buildings, or buildings calculated to increase the fire hazard and prescribe the manner of their removal or destruction within said limits;
- k. Provide for sanitary garbage disposal, and regulate fees and charges;
- l. Regulate, license, and fix the charges or fares by any person, firm, or corporation owning, operating, or controlling any vehicle of any character used for commercial purposes such as: The carrying of passengers, the transportation of freight, the disposal of garbage, or the towing of motor vehicles on the public streets and alleys of the city;
- m. ~~Shall have the power to~~ License and regulate any business, occupation, profession or trade when authorized by state law;
- n. Exercise exclusive dominion, control, and jurisdiction in, upon, over and under the public streets, avenues, sidewalks, alleys, highways, and public grounds of the city and provide for the improvement of same;

- o. ~~Shall~~ Conduct all business in official meetings held and called pursuant to the provisions of the charter and applicable laws of the State of Texas. Individual members of [the] city council shall have power to act for the city only with specific authorization by [the] city council in an official meeting; ~~and~~
- p. ~~Shall~~ Appoint a city tax collector or contract for the collection of city property taxes consistent with the laws of the State of Texas;
- g. Authorize the issuance of bonds by a bond ordinance; and
- r. Adopt, modify and carry out plans for the replanning, improvement and redevelopment of neighborhoods and for the replanning, reconstruction or redevelopment of any area or district that may have been destroyed in whole or in part by disaster.

**State Law reference**— Open meetings of governmental bodies, ~~V.T.C.S. Art. 6252-17;~~ V.T.C.A. Government Code Ch. 551; municipal regulation of miscellaneous businesses, V.T.C.A. Local Government Code, § 215.001 et seq.; collection of property taxes, V.T.C.A. Tax Code, § 31.01 et seq.

1 3.07 - Prohibitions.

- 2 a. Except where authorized by law or by this charter, no mayor or councilmember shall hold any other  
3 city office or city employment during ~~his~~ the person's term as mayor or councilmember. No former  
4 mayor or councilmember shall hold any compensated appointive office or city employment within one  
5 (1) year after the expiration of ~~his~~ the person's term as mayor or councilmember.
- 6 b. Except for the purpose of inquiries and investigations authorized by [the] city council, the individual  
7 ~~members of the city council~~ members shall deal with the administrative service solely through the city  
8 manager and neither the council nor any member of the council shall ~~not~~ give orders to any ~~city~~  
9 ~~officer or employee~~ subordinates of the city manager either publicly or privately, nor interrupt the  
10 normal working schedule of such employees.
- 11 c. Neither the council nor any of its members shall direct the appointment of any person to, or any  
12 person's removal from office, by the city manager or by any of the city manager's subordinates;  
13 provided, however, that the appointment of city secretary, municipal court clerk and chief of police  
14 shall be subject to the approval of the city council.

15  
16 3.08 - Meetings of the city council.

- 17 a. [The] city council shall hold at least one (1) regular meeting each month and as many additional  
18 meetings as it deems necessary to transact the business of the city. [The] city council shall fix by  
19 ordinance the date and time of the regular meetings. Special meetings of [the] city council shall be  
20 held at the call of the mayor, the city manager, or a ~~majority of the three (3)~~ majority of the three (3) councilmembers upon  
21 provision of public notice in accordance with state law. All meetings shall be open to the public and  
22 shall be held and notice given in accordance with state law as now or hereafter amended, except  
23 where executive sessions are authorized by state law.
- 24 b. Five (5) members of [the] city council shall constitute a quorum of [the] city council for the purpose of  
25 transacting business. No action of [the] city council[,] except as specifically provided in this charter,  
26 shall be valid or binding unless adopted by the affirmative vote of a majority of the members of the  
27 councilmembers present.
- 28 c. In case of the absence of both the mayor and mayor pro tem, the remaining councilmembers shall  
29 elect one (1) of their members to serve as chairman for that particular meeting of [the] city council.  
30 While serving as presiding officer, the chairman shall retain ~~his~~ the right to vote.

Commented [LSB2]: NEEDS REVIEW.

- 31 d. [The] city council shall determine its own rules of order and business. [The] city council shall provide  
32 that the citizens of the city shall have a reasonable opportunity to clearly hear and be heard at the  
33 public hearings with regard to specific matters under consideration. [The] city council shall provide  
34 for minutes to be taken and recorded for all meetings as required by law, except for executive  
35 sessions authorized by state law. Such minutes shall be a public record and shall be kept and  
36 maintained by the city secretary.
- 37 e. The agenda for the meetings of city council shall be prepared by the ~~mayer~~ city manager and posted  
38 by the city secretary in the manner required by state law. Any ~~councilmember~~ member of council  
39 may request that an item be placed on the agenda by request to the city manager or council at an  
40 open meeting; however, the mayor is not obligated to comply unless such request is timely submitted  
41 in writing and signed by three (3) councilmembers. The item shall then be included on the next  
42 appropriate agenda.

43 **State Law reference**— Application of open meeting law, V.T.C.A. Government Code Ch. 551.

44 3.09 - Passage of ordinances in general.

- 45 a. [The] city council shall legislate by ordinance only, and the enacting clause of every ordinance shall  
46 be "Be it ordained by the City Council of the City of Dickinson, Texas ...." Each proposed ordinance  
47 shall be introduced in the written or printed form required for adoption. ~~No ordinance shall contain~~  
48 ~~more than one (1) subject which shall be clearly expressed in its title. General appropriation~~  
49 ~~ordinances may contain various subjects and accounts for which monies are to be appropriated.~~  
50 ~~After adoption, an ordinance shall not be amended or repealed except by the adoption of another~~  
51 ~~ordinance amending or repealing the original ordinance. An amendatory or repealing ordinance shall~~  
52 ~~set out fully the ordinance sections or subsections to be amended or repealed and shall indicate new~~  
53 ~~matter by enclosing it in quotation marks except where an ordinance is repealed in its entirety.~~
- 54 b. Any member of [the] city council may offer any ordinance in writing that has been placed on the  
55 agenda at a regular city council meeting. Copies of proposed ordinances, in the form required for  
56 adoption, shall be furnished to members of the city council before the first reading. Copies of the  
57 proposed ordinances, in the form required for adoption, shall be available at the city offices and shall  
58 be furnished to citizens upon request to the city secretary before the first reading and, if amended,  
59 shall be available and furnished in amended form for as long as the proposed ordinance is before  
60 [the] city council.
- 61 c. A proposed ordinance, except as related to an emergency, budget, tax, public utility rate setting, or  
62 state or federal requirement, shall be read at ~~three (3)~~ two (2) city council meetings with at least one  
63 (1) week between readings, ~~provided that the third reading can be suspended by the vote of four (4)~~  
64 ~~councilmembers.~~
- 65 d. A proposed ordinance may be amended at either reading, ~~but any ordinance amended in substance~~  
66 ~~shall automatically be placed again as a first reading at a subsequent meeting.~~ At any reading of a  
67 proposed ordinance, interested persons shall have a reasonable opportunity to be heard.
- 68 e. Every ordinance shall become effective upon adoption or at any later time(s) specified in the  
69 ordinance, except that every ordinance imposing any penalty, fine or forfeiture shall become effective  
70 only after having been published once in its entirety or caption form, after adoption, in a newspaper  
71 designated as the official newspaper of the city.
- 72 f. The reading aloud of the title and caption of the ordinance shall suffice as a reading, provided printed  
73 copies of the ordinance in the form required for adoption are in front of all members of [the] city  
74 council and a reasonable number of additional copies are available to citizens present at the  
75 meeting. ~~If a majority of the councilmembers present so request, then the ordinance must be read in~~  
76 ~~its entirety.~~

3.10 - Emergency ordinances.

- a. [The] city council may adopt emergency ordinances only to meet public emergencies affecting life, health, property or the public peace. In particular, such ordinances shall not levy taxes, grant or renew or extend a franchise, or regulate the rate charged by any public utility for its services. Neither shall they authorize the borrowing of money except as provided in Article VII of this charter.
- b. An emergency ordinance shall be introduced in the form and manner generally prescribed for ordinances, except that they [sic] shall be plainly designated in the title as an emergency ordinance and shall contain[,] after the enacting clause, a declaration stating that an emergency exists and describing the emergency in clear[,] concise and specific terms.
- c. An emergency ordinance may be introduced at any city council meeting and can be adopted with or without amendment, or rejected at the meeting at which it is introduced. The affirmative vote of at least four (4) members of [the] city council shall be required for adoption.
- d. Emergency ordinances shall become effective upon adoption and shall be published as soon thereafter as practicable. Every emergency ordinance so adopted, except one authorizing the borrowing of money as described herein, shall automatically stand repealed as of the sixty-first day following the day on which it became effective. The ordinance may be reenacted if the emergency still exists.

3.11 - Authentication, recording, printing and distribution.

- a. All ordinances and resolutions adopted by [the] city council shall be authenticated by [the] seal and signature of the city secretary and numbered consecutively as adopted. They shall be properly indexed and placed in a book kept open for public inspection or as otherwise provided by state law.
- b. [The] city council shall cause all ordinances and amendments to this charter to be printed promptly following their adoption. A copy of each ordinance and amendment shall be placed in appropriate city offices for public reference. Printed ordinances and charter amendments shall be made available for purchase by the public at a reasonable price fixed by [the] city council.

3.12 - Investigations by the city council.

[The] city council shall have the power to inquire into the official conduct of any department, agency, office, officer or employee of the city. For that purpose, [the] city council shall have the power to administer oaths, subpoena witnesses and compel the producing of books, papers, or other evidence material to the inquiry. [The] city council shall provide by ordinance, penalties for contempt for failing or refusing to obey any such subpoena or to produce any such books, papers, or other evidence, and shall have the power to punish any such contempt in the manner provided by the ordinance. Complaints charging contempt shall be filed and tried in municipal court.

3.13 - Bonds required.

[The] city council shall require bonds of all municipal officers and employees who receive or pay out any monies of the city as required by state law. The amount of the bonds shall be determined by the city council and the cost shall be borne by the city.

ARTICLE IV. - ADMINISTRATIVE SERVICES

4.01 - City ~~administrator~~ manager.

- a. The City Council shall hire and appoint the city ~~administrator~~ manager who shall serve as the chief ~~administrative~~ executive officer and head of the administrative branch of city government. The city manager of the city shall serve at the pleasure of the City Council. ~~He~~ The city manager need not be a resident of the city when appointed and may reside outside the city only with the approval of the city council.

- b. [The] city council shall fix the compensation of the city ~~administrator~~ manager.
- c. The city ~~administrator~~ manager shall be appointed for an indefinite term, and may be removed by the affirmative vote of four (4) ~~council members of the council~~. The action of [the] city council in removing the city ~~administrator~~ manager shall be final. [The] city council shall appoint an acting city ~~administrator~~ manager during all vacancies of said office.
- d. ~~[The] city manager shall be responsible to the city council may delegate to and confer upon the city administrator those powers and duties as in their judgement may be proper for the proper and efficient administration of all city affairs. The city administrator shall be responsible to the mayor and city council in the performance of such duties and to that end the city manager shall have the power and shall be required to:~~
- appoint and employ and, when necessary for the good of the service, remove all officers and employees of the city except as otherwise provided by this charter and except as the city manager may authorize the head of a department to appoint and remove subordinates in such department;
  - prepare the budget annually and submit it to the council and be responsible for its administration after adoption;
  - enforce the charter and ordinances;
  - control work of all department created by the charter and ordinances;
  - attend council meetings;
  - keep the Council advised as to financial condition of city, and to prepare and report to the council as of the end of the fiscal year a complete report on the finances and administrative activities of the city for the preceding year;
  - execute documents as executive of City;
  - appoint assistants and delegate powers to them;
  - administer the City's pension and benefits programs;
  - conduct investigations as deemed necessary, or as directed by Council; and
  - perform such other duties assigned by Council not inconsistent with this charter.

(Election of 5-5-2001, § 1)

#### 4.02 - City secretary.

- a. The ~~mayor~~ city manager shall appoint, subject to the approval of [the] city council, a city secretary, who shall be appointed for an indefinite term, and may be removed by the city manager only with approval action of [the] city council. ~~[The] city council shall fix the compensation of the city secretary.~~
- b. The city secretary shall:
- (1) Give notice of all official public meetings of [the] city council in a manner consistent with this charter and the state laws;
  - (2) Attend all public meetings and hearings of [the] city council and keep the minutes of the proceedings of such meetings in a manner prescribed by [the] city council consistent with applicable law;
  - (3) Maintain the official records and files of the city;
  - (4) Hold and affix the seal of the city to all appropriate documents;

- (5) Authenticate by signature and seal, and record and post all ordinances, resolutions and proclamations of the city; and
- (6) Perform such other duties as may be required by [the] city council, this charter, or the laws of the State of Texas.

4.03 - Municipal court.

- a. [The] city council shall establish and maintain a municipal court. The municipal court shall have all the powers and duties as are now, or may be[, ] prescribed by the laws of the State of Texas relative to municipal courts.
- b. The mayor with the approval of the city council shall appoint a judge of the municipal court who shall be a competent, duly qualified attorney; licensed and practicing for at least two (2) years in the State of Texas. In the event a duly qualified attorney is not available, the mayor, with the approval of the city council, shall select a qualified person to be the municipal judge. The municipal judge of said court shall be appointed for a term of three (3) years, such term to run concurrently with that of the Mayor. The municipal judge shall receive such compensation as may be established by the city council. The municipal judge may be removed from office, with or without cause, by action of the city council.
- c. In the absence of the municipal judge or in the event of vacancy in said position, the mayor, with the approval of the city council, may appoint associate judges and relief or temporary judges. Any person appointed as associate judge or relief or temporary judge shall have the qualifications prescribed by this section for the municipal judge.
- d. The city secretary or the assistant city secretary shall be ex officio clerk of said court.
- e. The City Manager shall appoint the clerk and deputy clerks of the municipal court who shall have the power to administer oaths, affidavits, make certificates, affix the seal of the municipal court, and perform all acts usual and necessary by the clerks of said court, in conducting the business thereof, including but not limited to, the keeping of records and accounts of the municipal court.
- f. All fines, special expenses, and penalties imposed by the municipal court shall be paid into the city treasury for the use and benefit of the city, as may be consistent with present and future state laws.

(Election of 5-5-2001, § 2)

**State Law reference**— Municipal courts, V.T.C.A. Government Code, § 29.001 et seq.; temporary judges, V.T.C.A. Government Code, § 29.007(g).

4.04 - City attorney.

- a. The mayor shall appoint[, ] subject to the confirmation of the city council, a duly qualified, licensed and practicing attorney in the State of Texas who shall serve as the city attorney.
- b. The city attorney shall serve as the legal advisor to the ~~mayor and~~ city council and city manager; represent the city's interests in litigation and legal proceedings as directed by the city council and city manager; review and provide opinions as requested by the ~~mayor or~~ city council or city manager on contracts, legal instruments, ordinances of the city and other items of city business.
- c. The city council shall have the right to retain special counsel at any time that it may deem necessary and appropriate.
- d. The city attorney and special counsel shall receive compensation as may be established by the city council.

- e. The city attorney, with approval of the city council, may select additional attorneys to act for him and the city in its representation and/or litigation.
- f. The city attorney may be removed by action of the city council.

4.05 - Department of police.

A department of police shall be established and maintained to preserve order within the city and to secure the residents of said city from violence and the property therein from injury or loss.

- a. The chief of police shall be the chief administrative officer of the department of police and shall be appointed by the ~~mayor~~ city manager with the approval of [the] city council, for an indefinite term, and may be removed by the city manager with the approval of the affirmative vote of four (4) council members. The chief of police shall be responsible to the city ~~administrator~~ manager, and with the approval of the city ~~administrator~~ manager shall appoint and remove the employees of said department. ~~The chief of police may be removed from office only by action of [the] city council.~~
- ~~b. [The] city council shall fix the compensation of the chief of police.~~
- ~~e~~b. No persons, except as otherwise provided by the laws of the State of Texas, shall act as special police within the city.

**State Law reference**— Private Investigators and Private Security Agencies Act, ~~V.T.C.S. Art. 4413(29bb)~~ V.T.C.A. Occupations Code Ch. 1702.

4.06 - Volunteer fire department.

The Dickinson Volunteer Fire Department, existing in the city at the time of adoption of the charter, shall continue in force under the direction of the fire chief until such time as [the] city council deems it advisable by ordinance to create a paid fire department for the city. [The] city council shall contribute funds as deemed necessary to assist operations of the volunteer fire department and shall provide for subject funds in the budget.

4.07 - Administrative departments and offices.

- a. [The] ~~city manager with approval of the council~~ may, after hearing recommendations of the city administrator, establish, redesignate or combine departments and offices.
- b. Except as provided elsewhere in this charter, all departments, offices and agencies of the city shall be under the direction and supervision of the city ~~administrator~~ manager. ~~With the consent of [the] city council, the city administrator may serve as the head of one (1) or more city departments or offices, or appoint one (1) person as the head of two (2) or more departments.~~

4.08 - Personnel system.

Personnel rules shall be prepared by the city ~~administrator~~ manager and presented to [the] city council, which may adopt such rules by ordinance, with or without amendment. The adopted rules shall establish the city as an equal opportunity employer and shall govern the equitable administration of the personnel system of the city.

ARTICLE V. – ELECTIONS

5.01 - Laws governing city elections.

- a. All city elections shall be governed, except as otherwise provided by this charter, by the general election laws of the State of Texas, as amended.
- b. In the event there shall be any failure of the general election laws of [or] this charter to provide for some feature of the city elections, then [the] city council shall have the power to provide for such deficiency, and no informalities in conducting such election shall invalidate the same, if it be conducted fairly and in substantial compliance with the general election laws, the charter, and ordinances of the city.

**State Law reference**— Applicability of Election Code, V.T.C.A. Election Code, § 1.002.

5.02 - Regular or special elections.

The city council may, by resolution, order such regular and special elections as may be required by law or this Charter, or by action of city council. All elections shall be held in compliance with applicable state and federal election laws.

(Res. No. 210-94, § 3, 3-8-94)

**Editor's note**— Current election dates are found in V.T.C.A. Election Code, § 41.001 et seq.

**State Law reference**— Ordering election of political subdivision, V.T.C.A. Election Code, § 3.004; hours for voting, V.T.C.A. Election Code, §§ 41.031, 41.032.

5.03 - Filing for office.

Any qualified citizen who desires to become a candidate for city office shall file an application with the city secretary ~~for his name~~ to appear on the ballot. Candidate qualifications are outlined in 3.02 and prohibitions in 3.07. Nothing other than the candidate's name shall appear on the ballot, except as provided by state law.

**State Law reference**— Election ballots generally, V.T.C.A. Election Code, § 52.001 et seq.; application for place on ballot, V.T.C.A. Election Code, § 141.031 et seq.

5.04 - Official ballots.

All ballots, including early ballots shall, shall be prepared as prescribed by applicable state and federal law.

(Res. No. 210-94, § 3, 3-8-94)

**State Law reference**— Form of ballot, V.T.C.A. Election Code § 52.061 et seq.; absentee voting, V.T.C.A. Election Code, Ch. 81 et seq.

5.05 - Election of mayor and councilmembers.

- a. Terms of office for mayor and councilmembers shall be for a period of three years.

- b. The mayor and all councilmembers shall be elected by a simple majority vote. A simple majority is defined as fifty (50) percent plus at least one (1) vote of the votes cast in the election for the respective office or position.
  - (1) If no candidate receives a simple majority of the votes cast in a particular race, a runoff election shall be held between the two candidates in that race receiving the most votes. The runoff election shall be conducted as prescribed by state law.
  - (2) In a special election for the office of mayor or any council position, the candidate receiving a simple majority of votes cast at such election shall be declared elected for such term. Special elections shall be conducted as prescribed by state law.

(Res. No. 210-94, § 3, 3-8-94)

**Editor's note**— The requirements in cases of tie votes, and tie votes in a runoff election, are set out in V.T.C.A. Election Code, §§ 2.002 and 2.028.

#### 5.06 - Canvassing elections.

The election judges shall conduct the election and tally the results. The city council shall meet within the time prescribed by state law to canvass and declare the results of the election as to candidates and questions.

(Election of 5-5-2001, § 6)

### ARTICLE VI. - INITIATIVE, REFERENDUM, AND RECALL

#### 6.01 - General authority.

- a. *Initiative*: The qualified voters of the city shall have power to propose ordinances to [the] city council and if [the] city council fails to adopt an ordinance so proposed without any changes in substance, the voters shall adopt or reject it at a city election. Such power shall not extend to the budget; capital program; any ordinance relating to appropriation of money, levy of taxes or salaries of city officers or employees; or any other ordinance not subject to initiative.
- b. *Referendum*: The qualified voters of the city shall have power to require reconsideration by [the] city council of any adopted ordinance and, if [the] city council fails to repeal an ordinance so reconsidered, the voters shall approve or reject it at a city election. Except as provided by state statute, such power shall not extend to the budget; capital program; any ordinance relating to appropriation for money, levy of taxes, or salaries of city officers or employees; or any other ordinance not subject to referendum.
- c. *Recall*: The qualified voters of the city shall have the power to remove, for cause, any official serving in an elective office.

**State Law reference**— Wording of propositions on ballots, V.T.C.A. Election Code, § 52.072.

#### 6.02 - Petitioners' committee.

- a. Any five (5) qualified voters may commence proceedings contemplated by this article by filing with the city secretary an affidavit stating that they shall constitute the petitioners' committee. Such committee shall be responsible for preparing, printing and circulating the petition. They shall file it in proper form and specify the address to which all notices to the petitioners' committee are to be sent.

The affidavit shall set out in full the proposed initiative ordinance or cite the ordinance sought to be reconsidered, or in the case of recall, shall provide a statement of the grounds for removal.

- b. In the case of recall, the city secretary shall immediately notify, in writing, the officer(s) to be removed that the affidavit has been filed and shall inform the officer(s) of its statement of grounds.

6.03 - Circulation and form of petitions.

- a. All petition blanks used for the circulation by the members of the petitioners' committee or their designees shall be numbered, dated and submitted to the city secretary. These blank petitions shall be signed by the city secretary or authorized designee prior to the conclusion of business on the following working day; however, such petitions shall not exceed in number of signature spaces two hundred fifty (250) percent of the signatures required in 6.04a and 6.04b. In the event the city secretary fails to comply with the preceding, such blank petitions shall be deemed valid and ready for circulation the following day.
- b. All pages of a petition shall be uniform in size and style and shall be assembled as one (1) instrument for filing. Each signer of a petition must be a registered voter of the city and shall write after his name his address, giving name of street and number, his voter registration number, and shall also write thereon the date his signature was affixed. Petitions shall contain or have attached throughout their circulation the full text of the ordinance proposed or sought to be reconsidered, or in the case of recall petition, a statement which distinctly and specifically states the ground(s) upon which such petition for removal is predicated. If there be more than one (1) ground, the statement shall specifically state each ground with such certainty as to give the officer(s) sought to be removed notice of such matters with which ~~he~~ the officer is charged.
- c. Each page of the petition shall have attached to it, when filed, an affidavit executed by the circulator stating that ~~he~~ the circulator personally circulated the paper, the number of signatures thereon, that all the signatures were affixed in ~~his~~ the circulator's presence, that ~~he~~ the circulator believes them to be genuine signatures of the persons whose names they purport to be, and that each signer had an opportunity before signing to read the full text of the ordinance proposed, or sought to be reconsidered, or the identity of the official whose recall is being sought.
- d. Location for twenty (20) signatures shall be provided on each blank petition.

6.04 - Presentation of petitions to the city council.

- a. A petition for initiative or referendum, containing the signatures of qualified voters equal in number to twenty (20) percent of those who voted in the last general municipal election, or three hundred fifty (350), whichever is greater, shall be presented to the city secretary not later than thirty (30) days following the filing of the affidavit by the petitioners' committee.
- b. Petitions for the recall of the mayor and/or councilmembers containing the signatures of qualified voters equal in number to thirty-five (35) percent of those who voted in the last general municipal election, or five hundred (500), whichever is greater, shall be presented to the city secretary no later than thirty (30) days following the filing of the affidavit by the petitioners' committee.

6.05 - Suspension of effect; ordinance for referendum petitions.

When a referendum petition is filed with the city secretary, the enforcement of the ordinance sought to be reconsidered shall be suspended unless such suspension will create an immediate breach of public health and safety as determined by the mayor. Such suspension shall terminate when:

- a. There is a final determination of insufficiency of the petition, or
- b. The city council repeals the ordinance, or
- c. When the election results are certified by the election officials.

6.06 - Certification of petitions.

- a. Within ten (10) days after the petitions are presented, the city secretary shall complete a certificate of sufficiency or insufficiency. Sufficiency shall be determined by compliance with state law and Sections 6.02, 6.03, and 6.04 hereof.
- b. If the petition is certified sufficient, the city secretary shall present the certificate to [the] city council at the next regular city council meeting. [The] city council shall verify determination of the sufficiency of the petition.
- c. If a petition has been certified insufficient, the city secretary shall send the petitioners' committee a certificate of insufficiency by certified mail which shall include the particulars in which the petition is defective. The petitioners' committee may, within five (5) working days after receiving the copy of such certificate, file a request that it be reviewed by [the] city council. [The] city council shall review the certificate at its next regular meeting following such a request and determine its sufficiency or insufficiency.
- d. If a petition is certified insufficient, it may be amended once if the petitioners' committee files a notice of intention to amend it with the city secretary within five (5) working days after having received the copy of the certificate. Such a supplementary petition shall comply with all the requirements of 6.03 of this article.
- e. Within five (5) working days after the amended petition is filed, the city secretary shall complete a certificate of sufficiency or insufficiency of the petition, as amended, and shall send a copy of such certificate to the petitioners' committee by certified mail as in the case of an original petition. The final determination as to the sufficiency of an amended petition shall be determined in the same manner as prescribed for original petitions in this section, except no petition, once amended, may be amended again.

(Amd. of 5-5-2001, § 7)

6.07 - Public hearing on recall of elected officers.

- a. An elected official whose removal is sought by recall may, within five (5) days after such recall petition has been presented to [the] city council, request that a public hearing be held to permit him to present facts pertinent to the charges specified in the petition. Should a request be made, [the] city council shall order a public hearing be [sic] held not less than seven (7) days nor more than fifteen (15) days after receiving such request for a public hearing.
- b. Notice of the public hearing shall be published in the official newspaper of the city at least five (5) days before such hearing.

6.08 - Action on initiative and referendum petitions.

- a. When an initiative or referendum petition has been finally determined sufficient, [the] city council shall promptly consider the proposed initiative ordinance in the manner prescribed for enacting ordinances or reconsider the referred ordinance by voting its repeal. The city council shall either adopt the ordinance proposed or repeal the ordinance referred within thirty (30) days thereafter, or it shall submit such proposed or referred ordinances to a vote of the qualified voters of the city at an election to be held at the earliest date permitted by the Texas election laws.
- b. Copies of the proposed or referred ordinance shall be made available at the polls and shall be published at least once in the official newspaper of the city not more than fifteen (15) days immediately prior to the date of the election.

**State Law reference**— Uniform election dates, V.T.C.A. Election Code, § 41.001.

6.09 - Calling of recall election.

If the officer whose removal is sought does not resign, [the] city council shall order an election and set the date for holding such recall election. The date selected for the recall election shall be the earliest date permitted by Texas election laws, but not earlier than thirty (30) days after the date the petition was presented to [the] city council, or from the date of the public hearing, if one was held. If, after the recall election date is established, the officer vacates his position, the election shall be cancelled.

**State Law reference**— Election dates, V.T.C.A. Election Code, § 41.001 et seq.

6.10 - Withdrawal of petitions.

An initiative, referendum or recall petition may be withdrawn at any time prior to determination of sufficiency by filing with the city secretary a request for withdrawal, signed by at least three (3) members of the petitioners' committee. Upon the filing of such request the petition shall have no further force or effect and all proceedings thereon shall be terminated.

6.11 - Voluntary submission of legislation by city council.

[The] city council, upon its own motion and by a majority vote of its members, may submit to popular vote for adoption or rejection any proposed ordinance or measure, or may submit for repeal any existing ordinance or resolution, subject to the limitations provided in this article for submission on petition, and may in its discretion call a special election for this purpose. At the time the election is called, the city council shall declare whether the vote is binding or nonbinding.

6.12 - Form of ballots.

a. Ordinances shall be submitted by ballot title, which shall be prepared in all cases by the city attorney. The ballot title may be different from the legal title of any such initiated or referred ordinance and it shall be a clear, concise statement, without argument or prejudice, descriptive of the substance of such ordinance.

(1) Below the title of an initiative ballot the voter may vote his ballot:

"For adoption of the ordinance." or

"Against adoption of the ordinance."

(2) Below the title of a referendum ballot the voter may vote his ballot:

"Vote to retain the ordinance." or

"Vote to repeal the ordinance."

b. Ballots used at recall elections shall, with respect to each person whose removal is sought, submit the question:

"Shall (name of person) be removed from the office of (name of office) by recall?"

Below the question the voter may vote his ballot:

"For the removal of (name of person) by recall." or

"Against the removal of (name of person) by recall."

6.13 - Results of election.

a. If a majority of qualified voters vote in favor of a proposed initiative ordinance, it shall be adopted upon certification of the election results and shall be treated in all respects in the manner as ordinances of the same kind adopted by the city council. If conflicting ordinances are approved at the

same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

- b. An ordinance adopted by initiative may not be repealed or amended at any time until after the expiration of two (2) years by a majority vote of [the] city council.
- c. If a majority of the qualified voters vote to repeal the referred ordinance, such repeal shall take effect upon certification of the election results. If a majority of the qualified voters vote to retain a referred ordinance, the ordinance shall be considered in effect.
- d. An ordinance repealed by referendum may not be reenacted at any time until after the expiration of two (2) years by a majority vote of [the] city council.
- e. If a majority of the votes cast on the question of recall at a recall election shall be against the removal of the elected official named on the ballot, such official shall continue in office for the remainder of his unexpired term, subject to recall as before within the limitations of 6.14 below. If a majority of the votes cast on the question of recall election shall be for the removal of the elected official named on the ballot, ~~he~~ such official shall, regardless of any technical defects in the recall petition, be deemed removed from office at the time [the] election canvass is complete (5.06) and the vacancy shall be filled in accordance with the provisions of 3.05 for the filling of vacancies.

6.14 - Limitations and restrictions.

- a. Unless successfully withdrawn, no petition shall be filed on a proposed or referred ordinance of substantially the same content within a period of two (2) years of the failure of the petition at a city election.
- b. No elected officer shall be subjected to more than one (1) recall election during a term of office. A recall election need not be ordered by [the] city council if the term of office of the elected officer against whom a petition is filed is to expire within one hundred eighty (180) days after the petition is filed with the city secretary

6.15 - Failure of city council to call an election.

In case all of the requirements of this charter have been met and [the] city council shall fail or refuse to receive an initiative, referendum or recall petition, or order such initiative, referendum or recall election, or discharge other duties imposed upon [the] city council by the provisions of this charter with reference to initiative, referendum or recall, then a district judge of Galveston County may discharge any such duties herein provided to be discharged by the city secretary or by [the] city council. In addition, any qualified voter in the city may seek judicial relief to have any of the provisions of this charter pertaining to initiative, referendum or recall carried out by the proper official.

**State Law reference**— Tenth judicial district (Galveston County), V.T.C.A. Government Code, § 24.111 et seq.

ARTICLE VII. - FINANCIAL PROCEDURES<sup>31</sup>

Footnotes:

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**State Law reference**— Texas Property Tax Code supersedes municipal charters, V.T.C.A. Tax Code, § 1.02.

7.01 - Fiscal year.

The fiscal year of the city shall begin on the first day of October and end on the last day of September of the next succeeding year. Such fiscal year shall also constitute the budget and accounting year.

**State Law reference**— City fiscal year, V.T.C.A. Local Government Code, § 101.022, V.T.C.A. Tax Code, § 1.05.

7.02 - Submission of budget.

On or before the first day of the ~~eleventh~~ tenth month of the fiscal year, the ~~mayor~~ city manager shall submit a budget to [the] city council for the ensuing fiscal year with an accompanying message.

**State Law reference**— Municipal budget, V.T.C.A. Local Government Code, § 102.001 et seq.; when charter provisions control, V.T.C.A. Local Government Code, § 102.011.

7.03 - Budget: a public record.

The budget and all supporting schedules shall be filed with the city secretary when submitted to [the] city council and shall be open for public inspection.

7.04 - Public hearing on budget.

Prior to adoption of the budget, [the] city council shall call a public hearing and have the hour, date, and place published in the official newspaper ~~and posted in three (3) different places as designated by [the] city council~~ and posted in three (3) different places as designated by [the] city council or as otherwise provided by state law.

7.05 - Proceeding on adoption of budget.

The city council shall analyze the budget, making any additions or deletions which they feel appropriate and shall, at least ten (10) days prior to the beginning of the next fiscal year, adopt the budget by a majority vote of the entire city council. Should [the] city council fail to adopt a budget within the specified time, the existing budget and its appropriations shall be deemed adopted on an emergency basis for up to thirty (30) days.

7.06 - Adoption of budget; appropriation and tax levy ordinance.

On final adoption by the city council, the budget shall be in effect for the budget year. Adoption of the budget shall constitute adoption of an ordinance appropriating the amounts specified as proposed expenditures and an ordinance levying the property tax as the amount of the tax to be assessed and collected for the corresponding tax year. A separate ordinance shall be adopted to set the tax rate. Estimated expenditures shall in no case exceed proposed revenue plus any unencumbered fund balance. Unused appropriations may be transferred to any item required for the same general purpose, except when otherwise specified by this charter or state law.

(Election of 5-5-2001, § 8)

**State Law reference**— Changes in budget for municipal purposes, V.T.C.A. Local Government Code, § 102.010.

7.07 - Disaster contingency fund.

There is established a disaster contingency fund which shall not ~~exceed~~ not be less than seven (7) percent of the total current annual budget. Excesses occurring in this fund are to be transferred to the

general fund at the end of the current fiscal year. This fund shall be used only in the event of disaster as declared by the mayor. The annual budget may provide for appropriations to this fund not to exceed two (2) percent of the total current budget. This fund shall be carried forward from year to year and shall not be considered an unencumbered fund balance as referred to in 7.06. Expenditures from this fund shall be approved by the city council.

(Election of 5-5-2001, § 8)

7.08 - Amending the budget.

Under conditions which may arise and which could not reasonably have been foreseen in the normal process of planning the budget, [the] city council may, by a majority vote of the entire city council, amend or change the budget to provide for any additional expense in which the general welfare of the citizenry is involved. These amendments shall be by ordinance, and shall become an attachment to the original budget.

7.09 - Public filing of the budget.

A copy of the budget, as finally adopted, shall be filed with the city secretary and such other places required by state law or as [the] city council shall designate.

7.10 - Capital program.

A five-year capital program shall be submitted as an attachment to the annual budget. The program as submitted shall include, but not be limited to:

- a. A clear general summary of its contents.
- b. A list of all capital improvements which are proposed to be undertaken during the five (5) fiscal years succeeding the current budget year, with appropriations supporting information as to the necessity for such improvements.
- c. Cost estimates, method of financing and recommended time schedules for each improvement.
- d. The estimated annual cost of operating and maintaining the facilities to be constructed or acquired.

7.11 - Defect shall not invalidate the tax levy.

Errors or defects in the form or preparation of the budget or the failure to perform any procedural requirements shall not nullify the tax levy or the tax rate.

7.12 - Lapse of appropriations.

Every appropriation, except an appropriation for a capital expenditure, shall lapse at the close of the fiscal year to the extent that it has not been expended nor encumbered. An appropriation for a capital expenditure shall continue in force until the purpose for which it was made has been accomplished or abandoned.

7.13 - Borrowing.

- a. [ *Authorized:* ] Except as prohibited by law or provided in this charter, the city shall have the right and power to borrow money by whatever method it may deem to be in the public interest.

b. *Tax obligation bonds, general:*

- (1) The city shall have the power to borrow money on the credit of the city and to issue general obligation bonds for permanent public improvements or any other public purpose not prohibited by law or this charter, and to issue refunding bonds to refund outstanding bonds previously issued. All such bonds or certificates of obligation shall be issued in conformity with the laws of the State of Texas and shall be used only for purposes for which they were issued.
- (2) No bonds shall be issued under the provisions of this section without an election. The city council shall prescribe the procedure for calling and holding such elections.
- (3) If at such elections, a majority of the voters shall be in favor of creating such a debt or refunding outstanding valid bonds of the city, it shall be lawful for [the] city council to issue bonds as proposed in the ordinance submitting same. However, if a majority of the vote polled shall be against the creation of such debt or refunding such bonds, [the] city council shall be without authority to issue the bonds. In all cases when [the] city council shall order an election for the issuance of bonds of the city, it shall at the same time submit the question of whether or not a tax shall be levied upon the property within the city for the purpose of paying the interest on the bonds and to create a sinking fund for their redemption.

- c. *Revenue bonds:* The city shall have the power to borrow money for the purpose of constructing, purchasing, improving, extending or repairing of public utilities, recreational facilities or any other self-liquidating municipal function not prohibited by the constitution and the laws of the State of Texas. No bonds shall be issued under the provisions of this section without an election and shall require a majority vote in favor of issuing such bonds. Such bonds shall be a charge upon and payable from the properties, or interest therein pledged, or the income therein gained from, or both. The holders of the revenue bonds shall never have the right to demand payment thereof out of monies raised or to be raised by taxation. All such bonds shall be issued in conformity with the laws of the State of Texas and shall be used only for the purpose for which they were issued.

**State Law reference**— Municipal bonds, V.T.C.S. Art. 823 et seq.

7.14 - Purchasing.

- a. The city council may, by ordinance, give the city ~~administrator~~ manager authority to contract for expenditures without further approval of [the] city council for all budgeted items not exceeding limits set by [the] city council. All contracts for expenditures involving more than the limits set by the city council shall be let ~~to the lowest bidder whose submittal is most responsive and most advantageous to the needs of the city, in accordance with the provisions of state law.~~ There must be an opportunity for competitive bidding as provided by law or ordinance. The city council, or city ~~administrator~~ manager in such cases as ~~he~~ the city manager is authorized to contract for the city, shall have the right to reject any and all bids.
- b. Emergency contracts as authorized by law and this charter may be negotiated by the city council or city ~~administrator~~ manager if given authority by [the] city council, without competitive bidding. Such emergency shall be declared by the mayor and approved by [the] city council, or may be declared by [the] city council.

**State Law reference**— Competitive bidding, V.T.C.A. Local Government Code, § 252.021 et seq.; exemptions from competitive bidding provisions, V.T.C.A. Local Government Code, §§ 252.022, 252.023.

7.15 - Administration of budget.

- a. No payment shall be made or obligation incurred against any allotment or appropriation except in accordance with appropriations duly made unless the city ~~administrator~~ manager or ~~his~~ the city

manager's designee first certifies that there is a sufficient unencumbered balance in such allotment or appropriation and that sufficient funds therefrom are or will be available to cover the claim or meet the obligation when it becomes due and payable.

- b. Any authorization of payment or incurring of obligation in violation of the provisions of this charter shall be void, and any payment so made illegal. Such action shall be cause for removal of any officer who knowingly authorized or made such payment or incurred such obligation, and such officer shall be liable to the city for any amount so paid.
- c. This prohibition shall not be construed to prevent the making or authorizing of payments, or making of contracts for capital improvements to be financed wholly or partly by the issuance of bonds, time warrants, certificates of indebtedness, or certificates of obligation, or to prevent the making of any contract or lease providing for payments beyond the end of the fiscal year, providing that such action is made or approved by ordinance.
- d. The city ~~administrator~~ manager shall submit a monthly report to [the] city council covering the revenues and expenditures of the city in such form as requested by [the] city council.

7.16 - Depository.

All monies received by any person, department, or agency of the city for or in connection with the affairs of the city shall be deposited promptly in the city depository or depositories. The city depositories shall be designated by [the] city council in accordance with such regulations and subject to the requirements as to security for deposits and interest thereon as may be established by ordinance and law. Procedures for withdrawal of money or the disbursement of funds from the city depositories shall be prescribed by ordinance.

**State Law reference**— Drawing of checks and warrants, V.T.C.A. Local Government Code, § 105.074; checks payable at depository, V.T.C.A. Local Government Code, § 105.075; debts payable other than at municipal treasury, V.T.C.A. Local Government Code, § 105.076.

7.17 - Independent audit.

At the close of each fiscal year, and at such other times as may be deemed necessary, [the] city council shall call for an independent audit to be made of all accounts of the city by a certified public accountant. No more than five (5) consecutive annual audits shall be completed by the same firm. The certified public accountant selected shall have no personal interest, directly or indirectly, in the financial affairs of the city or any of its officers. The report of audit, with the auditor's recommendation[,] shall be made to [the] city council. Upon completion of the audit, the summary shall be published immediately in the official newspaper of the city and copies of the audit placed in the city secretary's office as a public record.

**State Law reference**— Audit of municipal finances, V.T.C.A. Local Government Code, § 103.001 et seq.

7.18 - Power to tax.

- a. The city shall have the power to levy, assess and collect taxes of every character and type for any municipal purpose not prohibited by the constitution and the laws of the State of Texas as now written or hereafter amended.
- b. The city shall have the power to grant tax exemption in accordance with the laws of the State of Texas.

**State Law reference**— Exemptions from property tax, V.T.C.A. Tax Code, § 11.11 et seq.

7.19 - Office of tax collector.

There may be established an office of taxation to collect taxes, the head of which shall be the city tax collector, or [the] city council may contract for such services.

7.20 - Taxes; when due and payable.

- a. All taxes due in the city shall be payable at such location or locations as may be designated by [the] city council, and may be paid at any time after the tax rolls for the year have been completed and approved. Taxes for each year shall be paid before February first of the year following the year the taxes are assessed, and all such taxes not paid prior to that date shall be deemed delinquent, and shall be subject to penalty and interest as [the] city council shall provide by ordinance. The city council may provide discounts for the payment of taxes prior to January first in amounts not to exceed those established by state law.
- b. Failure to levy and assess taxes through omission in preparing the appraisal rolls shall not relieve owners of the property so omitted from obligation to pay such current or past due taxes as shown to be payable by recheck of the rolls and receipts for the years in question, omitting penalty and interest.

**Editor's note**— Property tax discounts are provided for in V.T.C.A. Tax Code, § 31.05; penalties and interest under the Property Tax Code are provided for in V.T.C.A. Tax Code, § 33.01.

7.21 - Tax liens, liabilities, and suits.

- a. All taxable property located in the city on January first of each year shall stand charged from that date with a special lien in favor of the city for the taxes due. All persons purchasing any real property on or after January first in any year shall take the property subject to the liens provided above. In addition to the liens herein provided, on January first of any year the owner of property subject to taxation by the city shall be personally liable for the taxes due for that year.
- b. The city shall have the power to sue for and recover personal judgement for taxes without foreclosure, or to foreclose its lien or liens, or to recover both personal judgement and foreclosure. In any such suit where it appears that the description of any property in the city appraisal rolls is insufficient to identify such property, the city shall have the right to plead a good description of the property to be assessed, to prove the same, and to have its judgement foreclosing the tax lien or for personal judgement against the owners for such taxes.

ARTICLE VIII. - BOARDS AND COMMISSIONS

8.01 - Authority, composition and procedures.

- a. In addition to a planning and zoning commission, [the] city council shall create, establish or appoint, as may be required by the laws of the State of Texas or this charter, such boards, commissions, and committees as it deems necessary or desirable to carry out the function, duties, accountability and tenure of each board, commission, and committee where such are not prescribed by law or this charter.
- b. The city council shall give preference to qualified voters of the City when appointing individuals to serve on such boards, commissions, or committees where such qualification is not otherwise prescribed by law or this charter.
- c. All boards, commissions, or committees of the city shall keep and maintain minutes of any proceedings to be placed on file with the city secretary.

- d. Members of [the] city council shall not be appointed to any board, commission, or committee created or established by [the] city council other than in an advisory capacity, except as permitted by state law. This does not preclude subcommittees made up entirely of city council members.

(Election of 5-5-2001, § 3)

ARTICLE IX. - COMMUNITY PLANNING

9.01 - Comprehensive community plan.

[The] city council shall adopt, and may from time to time modify, a comprehensive plan setting forth in graphic and textural form policies to govern the future physical development of the city. [The] city council shall hold a public hearing on the proposed comprehensive plan or modification thereof and shall thereafter adopt it by resolution with or without amendment. The plan shall serve as a guide to all future city council action concerning land use and development regulations, urban renewal programs and expenditures for capital improvements.

9.02 - Planning and zoning commission.

At the direction of the city council, the planning and zoning commission shall have duties and powers as follows:

- (1) To investigate, consider, and recommend to the city council, prior to approval of same, all plats of new subdivisions within the city or its extraterritorial jurisdiction and to perform all duties imposed upon city planning and zoning commissions by the statutes of the state;
- (2) Make reports and recommendations relating to the comprehensive community plan and development of the city; and
- (3) Such other duties as may be delegated from time to time to the planning and zoning commission by the city council.

(Election of 5-5-2001, § 4)

ARTICLE X. - FRANCHISES AND PUBLIC UTILITIES

10.01 - Authority.

The city shall have the power to buy, own, sell, construct, lease, maintain, operate, and regulate public services and utilities and to manufacture, distribute and sell the output of such services and utility operations. The city shall not supply any utility services outside the city limits, except by a written contract. The city shall have such regulatory and other power as may be now or hereafter granted under the constitution and laws of the State of Texas.

10.02 - Ordinance granting franchise.

- a. Any ordinance granting, renewing, extending, or amending a public service or utility franchise must be read at two (2) separate meetings of [the] city council, and shall not take effect until thirty (30) days after the final reading of the ordinance. A summary of the ordinance shall be published once in the official newspaper of the city, with the expense of such publication borne by the franchisee.
- b. No franchise shall be granted for a term of more than thirty (30) years from the date of the grant, renewal, or extension.
- c. No franchise may be exclusive.

10.03 - Transfer of franchise.

No public service or utility franchise is transferable, except with the approval of [the] city council. However, the franchisee may pledge franchise assets as security for a valid debt or mortgage.

10.04 - Franchise value not to be allowed.

Franchises granted by the city are of no value in fixing rates and charges for the public services or utilities within the city and/or in determining just compensation to be paid by the city for property which the city may acquire by condemnation or otherwise.

10.05 - Right of regulation.

In granting, amending, renewing, or extending public service and utility franchises, the city reserves unto itself the right of regulation:

- a. To repeal the franchise by ordinance for failure to begin construction or operation within the time prescribed, or for failure to comply with terms of the franchise;
- b. To require all extensions of service within the city limits to become part of the aggregate property of the service and operate subject to all obligations and reserved rights contained in this charter. Any such extension is considered part of the original grant and terminable at the same time under the same conditions as the original grant;
- c. To require expansion and extension of facilities and services, and to require maintenance of existing facilities to provide adequate service at the highest level of efficiency;
- d. To examine and audit accounts and records and to require annual reports on local operations of the public service or utility;
- e. To require the franchisee and/or utility to restore, at [the] franchisee's expense, all public or private property to a condition as good as or better than before disturbed by the franchisee for construction, repair or removal;
- f. To require the franchisee to furnish to the city prior to construction and repair, at the franchisee's expense, a general map outlining current location, character, size, length, depth, height, and terminal of all facilities over and under property within the city and its extraterritorial jurisdiction; and
- g. To require compensation, rent, or franchise fees to be paid to the city as may be permitted by the laws of the State of Texas.

10.06 - Regulation of rates.

- a. [The] city council has the power to fix and regulate the rates and charges of all utilities and public services, consistent with state statutes.
- b. Upon receiving written request from a utility or public service requesting a change in rates, or upon a recommendation from the city that rates for services provided by the city be changed, [the] city council shall call a public hearing for consideration of the change.
- c. The utility or public service must show the necessity for the change by any evidence required by [the] city council, including, but not limited to, the following:
  - (1) Cost of its investment for service to the city;
  - (2) Amount and character of expenses and revenues connected with rendering the service;
  - (3) Copies of any reports or returns filed with any state or federal regulatory agency within the last three (3) years; and,



[The] city council shall declare annually an official newspaper of general circulation in the city. All ordinances, notices, and other matters required by this charter, city ordinance, or the constitution and laws of the State of Texas shall be published in the official newspaper or as otherwise permitted by state law.

**State Law reference**— Publication of ordinance adopting a code of municipal ordinances, V.T.C.A. Local Government Code, § 53.002.

12.04 - Wording interpretation.

The gender of the wording throughout this charter shall always be interpreted to mean either sex. All singular words shall include the plural and all plural words shall include the singular. All references to state law, however expressed in this charter, shall mean as presently enacted or hereafter amended.

12.05 - Drilling operations.

[The] city council may, by ordinance[,] provide regulation for the testing, drilling, spacing, completion, and operation of oil, gas, and sulphur wells.

12.06 - Civil rights.

Equality of rights under the law shall not be denied or abridged with respect to appointment to or removal from any position because of race, gender, age, national origin, political or religious opinions or affiliation.

12.07 - Nepotism.

Nepotism as defined by the state statutes is prohibited.

**State Law reference**— Nepotism, ~~V.T.C.S. Art. 5996a et seq~~ V.T.C.A. Government Code Ch. 573.

12.08 - Garnishment.

No fund of the city shall be subject to garnishment, and the city shall never be required to answer in any garnishment proceedings unless provided by state law.

**State Law reference**— Garnishment, V.T.C.A. Civil Practice and Remedies Code, § 63.001 et seq.; garnishment of municipal funds, V.T.C.A. Local Government Code, § 101.023.

12.09 - Security and bond.

It shall not be necessary in any action, suit, or proceeding in which the city is a party for any bond, undertaking, or security to be demanded or excused by or on behalf of the city. All such actions shall be conducted in the same manner as if such bond, undertaking or security had been given as required by law.

**State Law reference**— Cities exempt from security for court costs, V.T.C.A. Civil Practice and Remedies Code, § 6.002.

12.10 - Notice of claim.

The city shall not be held liable on account of any claim for the death of any person or injuries to any person or damages to any property unless the person making such complaint or claiming such damages shall, within ~~ninety (90) days~~ six (6) months after the time at which it is claimed such damages were inflicted upon such person or property, file with the city a written statement under oath, stating the nature and character of such damages or injuries, the extent of same, the place where same happened, the circumstances under which same happened and the conditions causing same, with a detailed statement of each item of damage and the amount thereof, and if it be for personal injuries, giving a list of any witnesses known by the affiant to have seen the accident.

**State Law reference**— Notice procedures, V.T.C.A. Civil Practice and Remedies Code, § 101.101.

12.11 - Power to settle claims.

[The] city council shall have the power to compromise and settle any and all claims and lawsuits of every kind and character, in favor of, or against the city, including suits by the city to recover delinquent taxes.

12.12 - Service or process against the city.

All legal process against the city shall be served upon the mayor.

12.13 - Judicial notice.

This charter shall be deemed a public act, may be read in evidence without pleading of proof, and judicial notice shall be taken thereof in all courts and places.

12.14 - Severability.

If any section or part of this charter is held invalid by a court of competent jurisdiction, such holding shall not invalidate or impair the validity, force, or effect of any other section or part of this charter.

12.15 - Personal interest in city contract.

~~No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, or shall be financially interested, directly or indirectly, in the sale by the city of any land, materials, supplies, or service, except on behalf of the city as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this section, with the knowledge, expressed or implied, of the person or corporation contracting with [the] city council shall render the contract involved voidable by [the] city council.~~ participate in a vote or decision on any matter involving a business entity or real property in which the official or employee has a substantial interest as provided by state law.

12.16 - Applicability of general law.

The constitution of the State of Texas, the statutes of said state applicable to home rule municipal corporations, as now or hereafter enacted, this charter and ordinances enacted pursuant hereto shall in the order mentioned, be applicable to the city, but the city shall also have the power to exercise any and all powers conferred by the laws of the State of Texas upon any other kind of city, town, or village, not contrary to the provisions of said home rule statutes, charter, and ordinances, but the exercise of any such powers by the city shall be optional with it, and it shall not be required to conform to the law governing any other city, town, or village unless and until by ordinance it adopts same.

**State Law reference**— General powers of municipalities, V.T.C.A. Local Government Code, § 51.001 et seq.; authority of local self-government, V.T.C.A. Local Government Code, § 51.072.

12.17 - Amendment of charter.

Amendments to this charter may be framed and submitted to the qualified voters of the city in a manner provided by the applicable statute of the State of Texas.

**State Law reference**— Charter amendments, V.T.C.A. Local Government Code, § 9.004 et seq.

12.18 - Charter review commission.

[The] city council may appoint a charter review commission of five (5) citizens of the city.

- a. It shall be the duty of such charter review commission to:
  - (1) Inquire into the operation of the city government under the charter provisions and determine whether any such provisions require revision. To this end, public hearings may be held; and the charter review commission shall have the power to compel the attendance of any officer or employee of the city and to require the submission of any of the city records which it may deem necessary to the conduct of such hearing.
  - (2) Propose any recommendations it may deem desirable to insure compliance with the provisions of this charter by the several departments of the city.
  - (3) Propose amendments to this charter to improve the effective application of said charter to current conditions.
  - (4) Report its findings and present its proposed amendments, if any, to [the] city council. Any report of the charter review commission shall be delivered to the city attorney at least thirty (30) days prior to its presentation to [the] city council. Within such time, and no later than ten (10) days prior to its presentation to [the] city council, the city attorney shall advise the charter review commission in writing, of any changes in proposed amendments which ~~he~~ the city attorney deems necessary or desirable. A copy of the city attorney's recommendations shall be attached to the report of the charter review commission at the time of its presentation to [the] city council.
- b. [The] city council shall receive any report and have published in a newspaper of general circulation in the city or on the City's website a summary of all proposed amendments recommended by the final report of the charter review commission.
- c. The term of office of such charter review commission shall be six (6) months, and, if during such term no report is presented to [the] city council, then all records of the proceedings of such charter review commission shall be filed with the city secretary.

**State Law reference**— Charter amendments, V.T.C.A. Local Government Code, § 9.004 et seq.

12.19 - Reserved.

**Editor's note**— A Charter election held on May 5, 2001, § 10, provided for the repeal of Charter Section 12.19 in its entirety. Formerly, said Section pertained to submission of charter to voters as adopted by the city on March 17, 1987.

# **ITEM 6**

## **Reports**

# **ITEM 6A**

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

# **ITEM 6B**

## **Update on Public Works Projects**

## Public Works Monthly Report

DECEMBER 2019

| Potholes | Location   | Date(s)    | Potholes filled | Material Used | Comments: |
|----------|------------|------------|-----------------|---------------|-----------|
|          | Anchor Way | 12/13/2019 | 33              | Cold Mix      |           |
|          | 37th       | 12/17/2019 | 15              | Cold Mix      |           |
|          | 32nd       | 12/16/2019 | 20              | Cold Mix      |           |
|          | 42nd       | 12/19/2019 | 12              | Cold Mix      |           |
|          | Oak        | 12/26/2019 | 6               | Cold Mix      |           |
|          | Beatrice   | 12/30/2019 | 16              | Cold Mix      |           |
|          | Bayou Bend | 12/19/2019 | 10              | Cold Mix      |           |
|          | Sycamore   | 12/19/2019 | 12              | Cold Mix      |           |
|          | Texas      | 12/27/2019 | 10              | Cold Mix      |           |
|          | Park St    | 12/27/2019 | 12              | Cold Mix      |           |
|          | Lobit      | 12/9/2019  | 20              | Cold Mix      |           |
|          | Colorado   | 12/5/2019  | 33              | Cold Mix      |           |
|          | Ave F      | 12/19/2019 | 26              | Cold Mix      |           |
|          | Rice       | 12/27/2019 | 14              | Cold Mix      |           |

| Street Repairs  | Location |                       | Material Used | Comments: |
|-----------------|----------|-----------------------|---------------|-----------|
| Regraded/Milled | 22nd St  | Highway 3 to Avenue G | SS1 oil       |           |
|                 | 23rd St  | Highway 3 to Avenue G | SS1 oil       |           |
|                 | 25nd St  | Highway 3 to Avenue G | SS1 oil       |           |
|                 | 32nd     | California to Texas   | SS1 oil       |           |
|                 | 33rd     | California to Texas   | SS1 oil       |           |
|                 | Ave F    | 21st to 26th          | SS1 oil       |           |
|                 | Falco    | Highway 3 to Avenue G | SS1 oil       |           |
|                 | Georgia  | FM517 to Dead End     | SS1 oil       |           |
|                 | Pecan    | Highway 3 to Avenue G | SS1 oil       |           |

| Signs | Location                 | Number | Type of Sign | Comments: |
|-------|--------------------------|--------|--------------|-----------|
|       | Borden Gully Subdivision | 14     | Street Signs |           |

| Drainage Activities | Location         | Date(s)    | Comments:        |
|---------------------|------------------|------------|------------------|
|                     | Mariners Mooring | 12/23/2019 | Pump malfunction |
|                     | Mariners Mooring | 12/26/2019 | Pump malfunction |
|                     | Mariners Mooring | 12/30/2019 | Pump malfunction |

# Public Works Monthly Report

DECEMBER 2019

| Erosion Control Inspections | Location                  | Date(s)    | Passed |  | Comments: |
|-----------------------------|---------------------------|------------|--------|--|-----------|
|                             | 5408 Sycamore Drive       | 12/4/2019  | YES    |  |           |
|                             | 4306 Parkview Terrace Ln. | 12/13/2019 | YES    |  |           |
|                             | 4333 Parkview Terrace Ln  | 12/13/2019 | YES    |  |           |
|                             | 4116 Lovers Ln            | 12/13/2019 | YES    |  |           |
|                             | 2401 W Hughes Lane        | 12/19/2019 | YES    |  |           |
|                             | 4130 W. Bayou Maison Cir. | 12/19/2019 | YES    |  |           |

| Culverts Cleaned | Location     | Date(s)   | Number | Total Feet of Culvert | Comments: |
|------------------|--------------|-----------|--------|-----------------------|-----------|
|                  | Longshadow   | 12/2/2019 |        | 118                   |           |
|                  | Richards Dr  | 12/2/2019 |        | 66                    |           |
|                  | St Goar      | 12/2/2019 |        | 176                   |           |
|                  | Country Club | 12/2/2019 |        | 24                    |           |
|                  | 38th         | 12/2/2019 |        | 14                    |           |
|                  | Ave G        | 12/2/2019 |        | 14                    |           |
|                  | 44th         | 12/3/2019 |        | 18                    |           |
|                  | 39th         | 12/3/2020 |        | 18                    |           |
|                  | Kansas       | 12/3/2020 |        | 176                   |           |

| Culverts Pending | Location         |  |  |  | Comments: |
|------------------|------------------|--|--|--|-----------|
|                  | 5203 Humble Camp |  |  |  |           |
|                  | 4501 Bayou Dr    |  |  |  |           |
|                  | 3711 Rau Dr      |  |  |  |           |
|                  | 4915 30th St E.  |  |  |  |           |
|                  | 3211 Ash Drive   |  |  |  |           |

| Culverts Installations | Location      | Date(s)   |  |  | Comments:                  |
|------------------------|---------------|-----------|--|--|----------------------------|
|                        | 3315 YUPON ST | 12/5/2019 |  |  | replaced separated culvert |

| Mowing | Location | Date(s)    |  |  | Comments: |
|--------|----------|------------|--|--|-----------|
|        | Spruce   | 12/16/2019 |  |  |           |

# Public Works Monthly Report

DECEMBER 2019

| Street Sweeping  |              |                |             |                  | Comments: |
|------------------|--------------|----------------|-------------|------------------|-----------|
| Blueberry        | Misty Circle | Overland Trail | West Wood   | Winding Brook    |           |
| Elderberry Court | Wood Sorrel  | Chisholm Trail | Cedar Creek | Mariners Mooring |           |
| Raspberry Court  | Briar Hollow | Fargo          | Briarbrook  |                  |           |
| Strawberry       | Thistle      | Pecos          | Meadow Glen |                  |           |
| Cranberry        | Cottonwood   | Honeyvine      |             |                  |           |
| Berryfield       |              | Lazy Mist      |             |                  |           |
|                  |              | Bramble        |             |                  |           |

| Misc. Tasks  |  |  | Comments: |
|--|--|--|-----------|
| Vehicle & Equipment Maintenance: Doosan; Brush Hog; multiple City vehicles<br>Moved tables to/from Fire Station to City Hall for Employee Luncheon<br>Moved tables to/from Fire Station to Police Department for Police Luncheon<br>Dug trench; installed sheet of plastic lining; and placed tubing in trench at the site of the new Bayou Animal Services facility<br>Metal Recycle Bin was delivered and being filled<br>Barricades and Cones Distributed and picked up for City Christmas parade<br>Barricades and Cones Distributed and picked up for Block Party |  |  |           |

# **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

**December 10, 2019**

The Dickinson City Council met in a duly called and announced **REGULAR MEETING** on **Tuesday, December 10, 2019**, at **7:00 p.m.** The meeting was held in the City Council Chambers located at 4403 Highway 3, Dickinson, Galveston County, Texas, and 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 were absent. Also present were City Attorney David Olson, City Administrator Chris Heard, Finance Director Kristen Woolley, Interim Director of Public Works Ronald Sullivan, Assistant to the City Administrator Kerilyn Bascle, and Assistant to the Director of Public Works Andrew Crawford.

**ITEM 2.) INVOCATION**

Council Member King led the invocation.

**ITEM 3.) PLEDGE OF ALLEGIANCE**

Council Member Suderman led the Pledge of Allegiance.

**ITEM 4.) PROCLAMATIONS**

A. Freshman TIFI Gators 2019 Super Bowl.

Mayor Masters read the Proclamation and presented it to representatives from the Freshman TIFI Gators.

**ITEM 5.) ANNOUNCEMENTS AND PRESENTATIONS:**

A. Council Comments.

- Welcome and thank you to all for attending the meeting.
- Merry Christmas and Happy New Year to all.

- This morning, a school bus slid on mud that was on Rau Drive. Thankfully there were no injuries, but we need to ensure that roadways are kept clear of debris.
- Dickinson received approximately 8/10ths of an inch of rain today.
- Council Member King thanked Mayor Masters for presenting the Freshman TIFI Gators with a Proclamation.
- Condolences to the Rogers family on the recent passing-away of Mike Rogers. Mr. Rogers was a current City of Dickinson employee and he will be dearly missed.
- Next Thursday is the Christmas Parade, which this year will terminate at the Dickinson Public Library and not at City Hall.
- Thank you to everyone involved in serving on our City boards and commissions.
- Condolences to the family of Joe Palermo. Mr. Palermo, a veteran of World War II, lived a long life and passed away at the age of 100.
- The new Bayou Animal Services shelter is still under construction, with work progressing slowly but surely.
- The railroad crossing on FM 517 is scheduled to be replaced soon.
- Don Wagner passed away today. Dr. Wager was the Dickinson High School Gators' doctor for many years.
- Council Member Skipworth apologized for missing the last meeting; his wife had a medical procedure that he attended instead.
- The Dickinson Chamber of Commerce's "Light Up the Town" program is going well, and the city has many more Christmas lights up this year than in previous years.
- Council Member Skipworth asked that staff provide more updates to Council and to the public concerning the status of solid waste collection in the city, noting that the issue is important to many members of our community.
- The recent town hall meeting in Moore's Addition was a great success, and we should consider hosting more similar events soon.
- The May 2020 is upcoming, and the filing period for candidates opens in mid-January.
- The General Land Office's reimbursement program is proving hard for applicants to receive funding through. We need our local leaders to try to help. Applications that are incomplete as of December 31, 2019 will be closed out.
- The Knights of Columbus will host a fish fry on January 3, 2020. All of the profits from such events go to maintaining the hall and to charity.
- The new pedestrian bridge is now in place at Paul Hopkins Park.
- The Festival of Lights' "Christmas 2019" illuminated sign has been installed this year outside of City Hall so that those who have made a tradition out of taking photographs under the sign each year can still have one this season.
- The decorated Christmas trees at the library are a welcome addition to the facility. Thank you to City staff for decorating them.

**ITEM 6.) REPORTS:**

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

Council Member King provided Council with an update on the Houston-Galveston Area Council's November 19, 2019 meeting, and repeated his request for interested citizens to volunteer to serve on one of Houston-Galveston Area Council's many boards and commissions.

- B. Update on Public Works Projects (Interim Director of Public Works Ron Sullivan).

Interim Director of Public Works Ron Sullivan gave an update on his department's activities and addressed the questions of Council.

- C. Quarterly Financial Report for Period Ending September 30, 2019 (Finance Director Kristen Woolley).

Finance Director Kristen Woolley presented the report, which contains the final but unaudited numbers, and discussed the contents of the report.

**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.**

Lucinda Burrow, 2116 Avenue D, Dickinson, Texas – Ms. Burrow received a letter about code violations at the property that is located at 2514 Highway 3. She expressed her confusion at receiving the letter, given that she does not own the property, but said that years ago, her father had owned it. Ms. Burrow also asked Council why Moore's Addition is being targeted for code violations when the rest of Highway 3 appears to be being ignored. City Administrator Chris Heard promised to call Ms. Burrow tomorrow to address her concerns.

**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.

Council Member Skipworth asked that Item 8C be removed from the consent agenda and discussed after the consent agenda.

- A. Approval of the Minutes of the Regular Council Meeting of November 26, 2019.
- B. Resolution Number 1803-2019 – **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, AMENDING THE CITY’S TEXPOOL LIST OF AUTHORIZED REPRESENTATIVES; PROVIDING FOR THE INCORPORATION OF PREMISES; AND PROVIDING AN EFFECTIVE DATE.**
- D. Resolution Number 1805-2019 – **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A SPECIAL WARRANTY DEED CONVEYING UNTO DICKINSON ECONOMIC DEVELOPMENT CORPORATION APPROXIMATELY 2.7307 ACRES OF LAND LEGALLY DESCRIBED AS ALL OF COMMERCIAL RESERVE “H-1” OF THE SECOND PARTIAL REPLAT OF DICKINSON SQUARE, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN/UNDER VOLUME 2009A, PAGE 29 OF THE MAP RECORDS OF GALVESTON COUNTY, TEXAS, AND MORE COMMONLY KNOWN AS 3710 GULF FREEWAY, DICKINSON, TEXAS; PROVIDING FOR INCORPORATION OF PREMABLE; AND PROVIDING AN EFFECTIVE DATE.**

Council Member Wilson made a motion to approve Items 8A, 8B, and 8D, 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**

- C. Resolution Number 1804-2019 – **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, RATIFYING THE ACTIONS OF THE CITY ADMINISTRATOR IN EXECUTING AMENDMENT #1 TO THE AGREEMENT WITH COLLEGE OF THE MAINLAND COMMUNITY COLLEGE DISTRICT; PROVIDING FOR INCORPORATION OF PREMABLE; AND PROVIDING AN EFFECTIVE DATE.**

Council Member Wilson made a motion to approve Item 8C, and Council Member Deats seconded the motion.

Council Member Skipworth asked why the agreement was changed from six months to one year, and City Administrator Chris Heard explained the rationale behind his decision. Council Member Skipworth asked that for the next renewal, the process take place further in advance of the

expiration of the agreement. Council Member Deats expressed his support for the change.

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 9.) CONDUCT A PUBLIC HEARING CONCERNING:** A Proposed Text Amendment to Subsection (a), Permitted Uses, of Section 18-55, General Commercial "GC" District, Of Article IV, Zoning Districts, Of Chapter 18, Zoning, Of The Code Of Ordinances Of The City Of Dickinson, Texas, To Delete Subsection (8), Child Day Care Services, and Replace with a New Subsection (8), Day Care Services.

Mayor Masters opened the public hearing at 7:55 p.m.

A. Staff Presentation

None.

B. Those in Favor

None.

C. Those Opposed

None.

D. Adjourn Public Hearing

Mayor Masters adjourned the public hearing at 7:56 p.m.

- ITEM 10.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance Number XXX-2019 – **AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, AMENDING SUBSECTION (a), PERMITTED USES, OF SECTION 18-55, GENERAL COMMERCIAL "GC" DISTRICT, OF ARTICLE IV, ZONING DISTRICTS, OF CHAPTER 18, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF DICKINSON, TEXAS, TO DELETE SUBSECTION (8), CHILD DAY CARE SERVICES, AND REPLACE WITH A NEW SUBSECTION (8), DAY CARE SERVICES; PROVIDING FOR THE INCORPORATION OF PREAMBLE; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION HEREOF; AND PROVIDING A**

**REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE. (First of Three Readings)**

Council Member Deats made a motion to approve the first reading of the Ordinance, 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.) CONDUCT A PUBLIC HEARING CONCERNING:** A Proposed Text Amendment to Section 18-58, Uses Requiring Specific Use Permit, Of Article V, Specific Uses, Of Chapter 18, Zoning, Of The Code Of Ordinances Of The City Of Dickinson, Texas, To Delete Child Day Care Centers, and Amending Subsection (a), Permitted Uses, of Section 18-54, Neighborhood Commercial "NC" District, Of Article IV, Zoning Districts, Of Chapter 18, Zoning, Of The Code Of Ordinances Of The City Of Dickinson, Texas, To add Day Care Services, as a Permitted Use.

Mayor Masters opened the public hearing at 7:57 p.m.

A. Staff Presentation

None.

B. Those in Favor

None.

C. Those Opposed

None.

D. Adjourn Public Hearing

Mayor Masters adjourned the public hearing at 7:57 p.m.

**ITEM 12.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance Number XXX-2019 – **AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, AMENDING SECTION 18-58, USES REQUIRING SPECIFIC USE PERMIT, OF ARTICLE V, SPECIFIC USES, OF CHAPTER 18, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF DICKINSON, TEXAS, TO DELETE CHILD DAY CARE CENTERS, AND AMENDING SUBSECTION (a), PERMITTED USES, OF SECTION 18-54, NEIGHBORHOOD COMMERCIAL "NC" DISTRICT, OF ARTICLE IV,**

**ZONING DISTRICTS, OF CHAPTER 18, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF DICKINSON, TEXAS, TO ADD DAY CARE SERVICES AS A PERMITTED USE, AND TO RENUMBER THE REMAINING SUBSECTIONS ACCORDINGLY; PROVIDING FOR THE INCORPORATION OF PREAMBLE; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION HEREOF; AND PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE. (First of Three Readings)**

Council Member Deats made a motion to approve the first reading of the Ordinance, 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 13.) CONDUCT A PUBLIC HEARING CONCERNING:** Adoption of New Conditional Development Standards for Vacation Rentals in the City of Dickinson.

Mayor Masters opened the public hearing at 7:58 p.m.

A. Staff Presentation

Council Member Skipworth presented on behalf of staff. The proposed standards, he said, largely follow the City of Galveston's standards, which he then briefly described.

B. Those in Favor

Kevin Edmonds, 4136 Gum Drive, Dickinson, Texas — Mr. Edmonds said that he is in favor of the proposed regulations but said that the standard for the denial of a vacation rental application should be lowered from the currently-proposed 75% of owner-occupied properties. He proposed instead setting a threshold of 60% or perhaps just a simple majority.

Ken Henderson, 4207 Gum Drive, Dickinson, Texas — Mr. Henderson believes that the proposed regulations should be changed so as to provide notification to a greater number of nearby residents, through the modification of the current 500-foot notification requirement to require notification of owners a greater distance from applicants' properties.

C. Those Opposed

None.

D. Adjourn Public Hearing

Mayor Masters adjourned the public hearing at 8:05 p.m.

**ITEM 14.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance Number XXX-2019 – **AN ORDINANCE OF THE CITY OF DICKINSON REVISING SECTION 18-83, CONDITIONAL STANDARDS ADOPTED, OF ARTICLE VIII, CONDITIONAL DEVELOPMENT STANDARDS, OF CHAPTER 18, ZONING, OF THE CODE OF ORDINANCES; ADDING A SUBSECTION (2), VACATION RENTALS; AND REMOVING SUBSECTION (C), VACATION RENTALS, OF SECTION 18-61, DEVELOPMENT AND PERFORMANCE STANDARDS, OF ARTICLE V, SPECIFIC USES, OF CHAPTER 18, ZONING, OF THE CODE OF ORDINANCES, AND RENUMBER THE REMAINING SUBSECTIONS; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING A CUMULATIVE REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND A SAVINGS CLAUSE; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000 AND THAT EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES SHALL BE DEEMED A SEPARATE OFFENSE; PROVIDING FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO THE PUBLIC HEALTH AND SAFETY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.** (First of Three Readings)

Council Member Wilson made a motion to approve the first reading of the Ordinance, and Council Member King seconded the motion. Council Member Deats remarked that the Ordinance contains several typographical errors, and that it is in need of improvement. He also believes that the information would be better presented in the form of a table. City Attorney David Olson said that he had not reviewed this proposed Ordinance, and that he will have significant comments about it by the next meeting. Council Member Wilson withdrew his motion, and Council Member King seconded the withdrawal.

Council Member Skipworth made a motion to table the first reading of the Ordinance, and Council Member Suderman seconded the motion. City Attorney David Olson confirmed that the tabled Item did not need to go back to the Planning and Zoning Commission for consideration before Council could consider it again.

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 15.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Proposed Amended Bylaws for Dickinson Economic Development Corporation.

Council Member Deats made a motion approve the Amended Bylaws for Dickinson Economic Development Corporation, 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 16.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number 1806-2019 – **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A CONSENT TO ENCROACHMENT AGREEMENT BETWEEN THE CITY OF DICKINSON AND ST. EDMUNDS GREEN HOMEOWNERS ASSOCIATION, INC., AGREEING TO THE CONTINUED ENCROACHMENT INTO THE JERNIGAN FORD RIGHT-OF-WAY AT ITS INTERSECTION WITH RODEO BEND WITHIN THE CITY OF DICKINSON; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.**

Council Member Wilson made a motion approve the Resolution, and Council Member King seconded the motion. Council Member Wilson clarified for those present that the agreement is for the placing of columns at the entryway to the subdivision, and not for a gate. City Administrator Chris Heard expressed his support for the Resolution. City Attorney David Olson said that the City could withdraw the agreement at any time. 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 17.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance Number XXX-2019 – **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; AND ADOPTING AN APPENDIX C TO THE CITY OF DICKINSON PERSONNEL POLICY WHICH OUTLINES PAY STRUCTURES FOR THOSE EMPLOYEES UNDER THE COLLECTIVE BARGAINING AGREEMENT.** (First of Three Readings)

Council Member Wilson made a motion approve the first reading of the Ordinance, and Council Member Decker seconded the motion. City Administrator Chris Heard explained what the Ordinance would accomplish. 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 18.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number XXX-2019 – **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 DICKINSON ECONOMIC DEVELOPMENT CORPORATION FOR THE RENTAL OF OFFICE SPACE AT 218 FM 517 WEST, DICKINSON, TEXAS, BY DICKINSON ECONOMIC DEVELOPMENT CORPORATION; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.**

Council Member Wilson made a motion approve the Resolution, and Council Member King seconded the motion. Mayor Masters asked that the Item be tabled so that City Administrator Chris Heard and Finance Director Kristen Woolley could handle it instead. Mr. Heard said that he lacks the requisite authority to negotiate with Dickinson Economic Development Corporation (“DEDC”) on behalf of the City, and said that the City has insufficient resources to manage the property at 218 FM 517 West. City Attorney David Olson recommended that Council authorize him and Mr. Heard to jointly negotiate with DEDC.

Council then discussed other users of City property, such as the Texas Alcoholic Beverage Commission and Keep Dickinson Beautiful. Mr. Heard noted that Bayou Animal Services should also be considered. Mr. Heard asked whether the City should suspend payments from DEDC to the City while negotiations are taking place. The consensus of Council was to not suspend such payments. Mr. Heard said that the City does not have any of its employees at 218 FM 517 West and that none are budgeted for it.

Council Member King said that when items are presented to the Council, he expects them to be ready for Council's consideration. Mr. Heard reiterated his lack of authority and the lack of budgeted City staff to staff the Historic Railroad Depot.

Mayor Masters recommended that Council take action on the motion and hopefully deny it. There being no further discussion, Mayor Masters called for the vote.

**VOTE:**

0 AYES

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

**MOTION FAILED**

**ITEM 19.) 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 8:36 p.m.

**ITEM 20.) RECONVENE**

Mayor Masters reconvened the regular meeting at 9:02 p.m.

**ITEM 21.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of the Purchase of the Armstrong Property.

City Attorney David Olson said that it would be appropriate for Council to make a motion to approve the purchase of the Armstrong property in accordance with the real estate and earnest money agreement provided. Council Member Deats made a motion approve the purchase of the Armstrong property in accordance with the real estate and earnest money agreement provided, and Council Member Skipworth 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 22.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Matters Discussed in Executive Session.

None.

**ITEM 23.) ADJOURN**

Council Member Wilson made a motion to adjourn the meeting at 9:03 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 14th day of January, 2020.

---

Julie Masters, Mayor

**ATTEST:**

---

Alun W. Thomas, City Secretary

# ITEM 8B

**Dickinson City Council  
Agenda Item Data Sheet**

**MEETING DATE:** January 14, 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 MAY 2, 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 May 2, 2020 election(s).

This agreement will provide the terms and conditions for Galveston County Elections Division to conduct the May 2, 2020 election(s). The City of Dickinson intends to conduct a joint election with Dickinson Independent School District ("DISD") since DISD is also holding an election. The cost for these services is expected to be similar to the last (May, 2019) election. Entities have until January 31, 2020, to advise Galveston County of their participation. 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:**

|   |                                     |
|---|-------------------------------------|
| <b>SUBMITTING STAFF MEMBER:</b><br><br>Alun W. Thomas, City Secretary | <b>CITY ADMINISTRATOR APPROVAL:</b> |
|---|-------------------------------------|

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

**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 MAY 2, 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 May 2, 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 14<sup>th</sup> day of January, 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: \_\_\_\_\_

**May 2, 2020**  
Election Date

**June 13, 2020**  
Runoff Election Date

Early Voting will be held on **April 20-24, 2020** from 8 a.m. to 5 p.m. and **April 27-28, 2020** with the polls being open from 7 a.m. to 7 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 January 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 **January 31, 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 **February 14, 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 February 25, 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 **March 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 **March 13, 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 **January 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 **February 14, 2020**. 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

\_\_\_\_\_  
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 59<sup>th</sup> 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](mailto: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

**Dickinson City Council  
Agenda Item Data Sheet**

MEETING DATE            January 14, 2020

|   |   |
|---|---|
| <b>TOPIC:</b>   | <p><b>Ordinance Number XXX-2020</b></p> <p><b>AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, AMENDING SUBSECTION (a), PERMITTED USES, OF SECTION 18-55, GENERAL COMMERCIAL “GC” DISTRICT, OF ARTICLE IV, ZONING DISTRICTS, OF CHAPTER 18, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF DICKINSON, TEXAS, TO DELETE SUBSECTION (8), CHILD DAY CARE SERVICES, AND REPLACE WITH A NEW SUBSECTION (8), DAY CARE SERVICES; PROVIDING FOR THE INCORPORATION OF PREAMBLE; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION HEREOF; AND PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.</b></p> |
| <b>BACKGROUND:</b>  | <p><b>(This is the second of three readings)</b></p> <p>In the previous meeting, the Council conducted a public hearing on a proposed text amendment to revise Subsection (a), Permitted Uses, of Section 18-55, General Commercial “GC” District, to delete Child Day Care Services from the ordinance and replace with Day Care Services, to not distinguish between adults or children.</p> <p>On December 3, 2019, the Planning and Zoning Commission conducted a public hearing on the proposed text amendment and unanimously recommended approval of the text amendment.</p>   |
| <b>RECOMMENDATION:</b>                                      | <b>The Planning and Zoning Commission unanimously recommended approval of the proposed text amendment.</b>  |
| <b>ATTACHMENTS:</b>   | <ul style="list-style-type: none"> <li>• Ordinance XXX-2020</li> </ul>  |
| <b>FUNDING ISSUES</b>                                       | <input checked="" type="checkbox"/> Not applicable<br><input type="checkbox"/> Not budgeted<br><input type="checkbox"/> Full Amount already budgeted.<br><input type="checkbox"/> Funds to be transferred from Acct.#            -            -   |
| <b>SUBMITTING STAFF MEMBER</b>                              | <b>CITY ADMINISTRATOR APPROVAL</b>  |
| Zachary Meadows, [former] Director of Community Development |   |

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

**ORDINANCE NUMBER XXX-2020**

**AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, AMENDING SUBSECTION (a), PERMITTED USES, OF SECTION 18-55, GENERAL COMMERCIAL “GC” DISTRICT, OF ARTICLE IV, ZONING DISTRICTS, OF CHAPTER 18, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF DICKINSON, TEXAS, TO DELETE SUBSECTION (8), CHILD DAY CARE SERVICES, AND REPLACE WITH A NEW SUBSECTION (8), DAY CARE SERVICES; PROVIDING FOR THE INCORPORATION OF PREAMBLE; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION HEREOF; AND PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.**

**WHEREAS**, the City Council finds that it is in the best interest of the health, safety, and welfare of the citizens of the City of Dickinson to regulate the permitted use allowed in the General Commercial Zoning District

**WHEREAS**, the City Council recognizes the need for Day Care Services in the City of Dickinson,

**WHEREAS**, the City will be removing Child Day Care Centers from the Permitted Use list in General Commercial and replace it with Day Care services, so as to accommodate Children and Adults; and

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

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

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

Section 2. Subsection (a), Permitted Uses, of Section 18-55, General Commercial “GC” District, of Article V, Zoning Districts, of Chapter 18, Zoning, of the Code of Ordinance of the City of Dickinson, Texas, is hereby revised to delete Subsection (8), Child Day Care Services and replace with a new Subsection (8), Day Care Services.

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

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

Section 5. Any person who shall intentionally, knowingly, recklessly or with criminal negligence violate any provision contained in this Ordinance, or who shall commit or perform any act declared herein to be unlawful, shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount of not less than one dollar (\$1.00) and not more than two thousand dollars (\$2,000.00). Each day a violation continues shall constitute a separate offense.

Section 6. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Dickinson, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

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

**DULY PASSED AND APPROVED** on first reading this the 10th day of December, 2019.

**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

# ITEM 10



**ORDINANCE NUMBER XXX-2020**

**AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, AMENDING SECTION 18-58, USES REQUIRING SPECIFIC USE PERMIT, OF ARTICLE V, SPECIFIC USES, OF CHAPTER 18, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF DICKINSON, TEXAS, TO DELETE CHILD DAY CARE CENTERS, AND AMENDING SUBSECTION (a), PERMITTED USES, OF SECTION 18-54, NEIGHBORHOOD COMMERCIAL “NC” DISTRICT, OF ARTICLE IV, ZONING DISTRICTS, OF CHAPTER 18, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF DICKINSON, TEXAS, TO ADD DAY CARE SERVICES AS A PERMITTED USE, AND TO RENUMBER THE REMAINING SUBSECTIONS ACCORDINGLY; PROVIDING FOR THE INCORPORATION OF PREAMBLE; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION HEREOF; AND PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.**

**WHEREAS**, the City Council finds that it is in the best interest of the health, safety, and welfare of the citizens of the City of Dickinson to regulate the permitted uses allowed in the Neighborhood Commercial Zoning District

**WHEREAS**, the City Council recognizes the need for Day Care Services in the City of Dickinson,

**WHEREAS**, the City will be removing Child Day Care Centers from Uses Requiring a Specific Use Permit and placing Day Care Services in the Permitted Use list of Neighborhood Commercial, to accommodate Children and Adults; and

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

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

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

Section 2. Section 18-58, Uses Requiring Specific Use Permit, Of Article V, Specific Uses, Of Chapter 18, Zoning, Of The Code Of Ordinances Of The City Of Dickinson, Texas, Shall Be Amended To Delete Child Day Care Centers

Section 3. Subsection (a), Permitted Uses, Of Section 18-54, Neighborhood Commercial “Nc” District, Of Article IV, Zoning Districts, Of Chapter 18, Zoning, Of The

Code Of Ordinances Of The City Of Dickinson, Texas, Shall Be Amended To Add Day Care Services As A Permitted Use, And To Renumber The Remaining Subsections Accordingly.

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

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

Section 6. Any person who shall intentionally, knowingly, recklessly or with criminal negligence violate any provision contained in this Ordinance, or who shall commit or perform any act declared herein to be unlawful, shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount of not less than one dollar (\$1.00) and not more than two thousand dollars (\$2,000.00). Each day a violation continues shall constitute a separate offense.

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

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

**DULY PASSED AND APPROVED** on first reading this the 10th day of December, 2019.

**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.

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Julie Masters, Mayor  
City of Dickinson, Texas

ATTEST:

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

APPROVED AS TO FORM AND CONTENT:

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

# ITEM 11

**Dickinson City Council  
Agenda Item Data Sheet**

**MEETING DATE:** January 14, 2020

**TOPIC:** **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; AND ADOPTING AN APPENDIX C TO THE CITY OF DICKINSON PERSONNEL POLICY WHICH OUTLINES PAY STRUCTURES FOR THOSE EMPLOYEES UNDER THE COLLECTIVE BARGAINING AGREEMENT.**

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

In an effort to remain competitive and attract new talent, the City identified a need to update pay classification and rate information that would better align with HGAC averages. Appendix B is included in City Personnel manuals and is now being updated to reflect these new pay classification structures.

Appendix C has not been previously adopted but the City Administrator would like for it to be adopted at this time to outline the pay of those employees covered by the Collective Bargaining Agreement.

**RECOMMENDATION:**

**ATTACHMENTS:** • Ordinance Number XXX-2020

**FUNDING ISSUES:**

Not applicable – no dollars are being spent or received.  
 Full amount already included in FY2019-2020 Budget  
 Not budgeted.

**FINANCE VERIFICATION OF FUNDING:**  
N/A

|   |                                     |
|---|-------------------------------------|
| <b>SUBMITTING STAFF MEMBER:</b><br>Kerilyn Bascle | <b>CITY ADMINISTRATOR APPROVAL:</b> |
|---|-------------------------------------|

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

**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; AND ADOPTING AN APPENDIX C TO THE CITY OF DICKINSON PERSONNEL POLICY WHICH OUTLINES PAY STRUCTURES FOR THOSE EMPLOYEES UNDER THE COLLECTIVE BARGAINING AGREEMENT.**

**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 and 829-2015 (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 that the City Council revise the City of Dickinson Personnel Policy (2005) by: adopting Appendix C, Pay Grade Classification Structure for employees under the Collective Bargaining Agreement; and

**WHEREAS**, the City Council finds that Appendix C, Pay Grade Classification structure for employees under the Collective Bargaining Agreement, should be adopted and included in the City of Dickinson Personnel Policy (2005); 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. An Appendix C Pay Classification Structure for Employees Under the Collective Bargaining Agreement as set out in Exhibit “B” attached hereto and incorporated herein for all purposes is hereby adopted and shall be added to the City of Dickinson Personnel Policy (2005).

Section 4. 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 5. 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 6. This Ordinance shall become effective upon final reading and adoption of this Ordinance.

**DULY PASSED AND APPROVED** on first reading this the 10th day of December, 2019.

**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.

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Julie Masters, Mayor  
City of Dickinson, Texas

ATTEST:

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Alun Thomas, City Secretary  
City of Dickinson, Texas

APPROVED AS TO FORM AND CONTENT:

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

# EXHIBIT "A"

## 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   |
| Balliff*   | 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  |

## EXHIBIT "A"

### 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   |
| 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           | 77              | 23,000       | 29,600       | 36,200        | 43,000   |
| Paramedic - EMT, EMT Intermediate    | 77              | 40,000       | 46,600       | 53,200        | 60,000   |
| Paramedic - EMT, Includes all Levels | 77              | 23,000       | 39,170       | 55,340        | 72,000   |
| Paramedic - EMT, Paramedic           | 77              | 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  |

\*Not a recognized HGAC position

# EXHIBIT “B”

CITY OF DICKINSON  
PERSONNEL POLICY  
APPENDIX C  
COLLECTIVE BARGAINING AGREEMENT SALARIES

| Position         | Basic Peace Officer | Intermediate Peace Officer | Advanced Peace Officer | Master Peace Officer | HGAC Average |
|------------------|---------------------|----------------------------|------------------------|----------------------|--------------|
| Police Sergeant  | 66,079              | 71,111                     | 76,144                 | 81,191               | 79,551       |
| Police Detective | 53,808              | 60,065                     | 66,321                 | 72,596               | 61,872       |
| Police Officer   | 49,412              | 55,910                     | 62,409                 | 68,297               | 61,872       |

Hourly Rates

| Basic Peace Officer | Intermediate Peace Officer | Advanced Peace Officer | Master Peace Officer | HGAC Average |
|---------------------|----------------------------|------------------------|----------------------|--------------|
| 31.769              | 34.188                     | 36.608                 | 39.034               | 38.246       |
| 25.869              | 28.877                     | 31.885                 | 34.902               | 29.746       |
| 23.756              | 26.880                     | 30.004                 | 32.835               | 29.746       |

# ITEM 12

**Dickinson City Council  
Agenda Item Data Sheet**

**MEETING DATE:** January 14, 2020

|  |   |
|--|---|
| <b>TOPIC:</b>  | <b>CONSIDERATION AND POSSIBLE ACTION CONCERNING:</b> A Six (6) Month Extension of Specific Use Permit Number SUP-18-2112, a Request for a Specific Use Permit, for a "Bar" Located at Property Legally Described as Abstract 19 Perry & Austin Tract 67 (67-5) 1.855 Acres, Dickinson, Texas 77539, Currently Zoned General Commercial "GC".  |
| <b>BACKGROUND:</b>   | <p>On January 22, 2019, City Council passed the second and final reading of Ordinance 926-2019 for the proposed bar to be located near FM 517 and Bentwood Bay Drive.</p> <p>According to Section 18-60 - Time Limits for A Specific Use, "use of the property permitted by a specific use permit must commence within one (1) year from the date of approval, unless extended by action of the City Council."</p> <p>Also included in Section 18-60, the ordinance states that a "specific use permit may be extended one (1) time, not to exceed six (6) months."</p> <p>Attached with this item is the formal request received by staff asking for the extension of the Specific Use Permit.</p> |
| <b>RECOMMENDATION:</b>   | None  |
| <b>ATTACHMENTS:</b>  | <ul style="list-style-type: none"> <li>• Formal Request to extend the Specific Use Permit.</li> </ul>   |
| <b>FUNDING ISSUES:</b>   | <input checked="" type="checkbox"/> Not applicable – no dollars are being spent or received.<br><input type="checkbox"/> Full amount already budgeted in Acct/Project# _____<br><input type="checkbox"/> Not budgeted   |
| <b>FINANCE VERIFICATION OF FUNDING:</b>  |   |
| <b>SUBMITTING STAFF MEMBER:</b>  | <b>CITY ADMINISTRATOR APPROVAL:</b>   |
| Alun W. Thomas, by request from S. R. Burgess, Interim Director of Community Development |   |

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

**From:** Ryan DeLaRosa <ryan@flyingrhinobrewing.com>  
**Sent:** Wednesday, January 8, 2020 3:18 PM  
**To:** Burgess, Ray (CD) <rburgess@ci.dickinson.tx.us>  
**Cc:** Matt Emmite <matt@flyingrhinobrewing.com>  
**Subject:** Flying Rhino Brewing SUP-18-2112 Extension

Ray,

We spoke on the phone a few minutes ago about our SUP that was approved around a year ago. I've attached our initial application. We did our presentation at the December 18, 2018 meeting. The first reading happened at the January 8th, 2019 City Council meeting. The second reading was the January 22nd City Council Meeting and they made and approved a motion to forgo the 3rd reading and approve it with 2. Those minutes are attached. The SUP number was SUP-18-2112.

I would like to request a 1 year extension for SUP-18-2112.

I can be reached via email or at the number below.

Thanks,

--

Ryan DeLaRosa  
Owner/Brewer  
Flying Rhino Brewing Company  
832-651-0114

# ITEM 13

**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 ADDITIONAL CONSTRUCTION MANAGEMENT SERVICES FOR FEMA PROJECT #36050 DICKINSON CULVERTS AND DITCHES; 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 Council of the City of Dickinson has been determined that it is in the best interests of the City of Dickinson and its citizens to desilt ditches and culverts, perform clearing and grubbing of ditches; and

**WHEREAS**, City of Dickinson has been presented with a proposal from Huitt-Zollars, Inc. for the provision of professional construction management services for monitoring FEMA Project #36050 for desilting of ditches and culverts (hereinafter, "Proposal"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; 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 approved and that the City Administrator should be authorized to execute a Professional Services Agreement ("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 approved.

**Section 3.** The City Administrator is hereby authorized to execute a Professional Services 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 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 14th day of January 2020.

---

Julie Masters, Mayor  
City of Dickinson, Texas

ATTEST:

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

APPROVED AS TO FORM AND CONTENT:

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

**EXHIBIT “A”**

**TO**

**RESOLUTION XXX-2020**

January 8, 2020

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

Reference: FEMA Reimbursable Desilting of Ditches and Culverts – FEMA Project #36050

Subject: Additional Construction Management Services

Dear Mr. Heard:

As FEMA has now finalized the reimbursable scope work for FEMA Project # 36050, Huitt-Zollars, Inc. (Huitt-Zollars) requests additional authorization to compete the construction observation services on this project. Our proposal is based upon the scope of services and terms and conditions in our initial authorization from the City of Dickinson dated January 2, 2019 and the following additional compensation and schedule.

Currently, we have \$26,622.47 remaining from our authorization dated May 14, 2019 which was for completing the construction observation of the City-funded desilt work and to commence the FEMA reimbursable desilt work. Based on our hourly rates for construction observation, we have approximately 30 work days remaining. Currently, approximately 6,800 cubic yards of desilt remain on the FEMA reimbursable streets. We estimate the Contractor will average around 100 cubic yards of desilt per work day which will require around 68 works days of construction observation. Therefore, we anticipate around thirty eight (38) more work days of desilting will be required to complete this work.

This equates to an hourly not to exceed budget of \$ 32,560.00. Please see attached hourly breakdown. 100% of this budget will be spent inspecting work eligible for FEMA Reimbursement and is within the authorized amount by FEMA for this project. This amount will not be expended unless needed and shall not be exceeded without additional written authorization from the City of Dickinson

**AUTHORIZATION:**

Should this proposal meet with your approval, please sign and return to our office by mail or email at gwine@huitt-zollars.com. If you have any questions, please call.

Respectfully submitted,  
**Huitt-Zollars, Inc.**



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

Enclosure

**Accepted and Approved for  
City of Dickinson**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**PROJECT BUDGET WORKSHEET - Houston 2018**

**Client:** City of Dickinson  
**Project Name:** Construction Management and Inspection of Desilt Contract - Additional Work  
**Contract No.:**  
**Project No.:**

**Date:** 1/8/2020  
**Project Number:** #VALUE!  
**Project Template:**  
**Labor Code Schedule:** HO18

| HZ LABOR BUDGET  |                                 |             | Phase Number       | 1            | RMB                   |              | TOTAL HOURS  |                           | TOTAL BUDGET |           |  |
|--|---------------------------------|-------------|--------------------|--------------|-----------------------|--------------|--------------|---------------------------|--------------|-----------|--|
|  |                                 |             | Phase Description  | FEMA         | Reimbursable Expenses |              |              |                           |              |           |  |
|  |                                 |             | Task Number        |              |                       |              |              |                           |              |           |  |
|  |                                 |             | Task Description   |              |                       |              |              |                           |              |           |  |
|  |                                 |             | Phase/Task Manager |              |                       |              |              |                           |              |           |  |
|  |                                 |             | Lump Sum or Hourly | HR           |                       |              |              |                           |              |           |  |
| Labor Code   | Labor Classification            | Hourly Rate | Column Total       | Column Total | Column Total          | Column Total | Column Total |                           |              |           |  |
|  |                                 |             | \$ 30,560.00       | \$ -         | \$ -                  | \$ -         | \$ 2,000.00  |                           |              |           |  |
| CMX  | Construction Manager            | \$ 175.00   | 8                  | 0            | 0                     | 0            |              | 8                         | \$           | 1,400.00  |  |
| RPR  | Resident Project Representative | \$ 95.00    | 304                | 0            | 0                     | 0            |              | 304                       | \$           | 28,880.00 |  |
| PRO  | Project Support                 | \$ 70.00    | 4                  | 0            | 0                     | 0            | 0            | 4                         | \$           | 280.00    |  |
| Total Manhours per Phase/Task                                    |                                 |             | 316                | 0            | 0                     | 0            |              | 316                       |              |           |  |
| HZ Labor per Phase/Task  |                                 |             | \$ 30,560.00       | \$ -         | \$ -                  | \$ -         |              | <b>HZ Labor</b>           | \$           | 30,560.00 |  |
| Direct Expenses (Distribute among Phases/Tasks as applicable)    |                                 |             | \$ -               | \$ -         | \$ -                  | \$ -         |              | <b>Direct Expenses</b>    | \$           | -         |  |
| Direct Consultants (Distribute among Phases/Tasks as applicable) |                                 |             |                    |              |                       | \$ -         |              | <b>Direct Consultants</b> | \$           | -         |  |
| RMB Expenses   |                                 |             |                    |              |                       |              | \$ 2,000.00  | <b>RMB Expenses</b>       | \$           | 2,000.00  |  |
| RMB Consultants (Distribute among Phases/Tasks as applicable)    |                                 |             | \$ -               | \$ -         | \$ -                  | \$ -         |              | <b>RMB Consultants</b>    | \$           | -         |  |
| Total Fee per Phase/Task   |                                 |             | \$ 30,560.00       | \$ -         | \$ -                  | \$ -         | \$ 2,000.00  | <b>CONTRACT SUM</b>       | \$           | 32,560.00 |  |

# ITEM 14

**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, AND HDR ENGINEERING, INC. FOR TEXAS AVENUE WATER LINE IMPROVEMENTS; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has before it a proposed Engineering Services Agreement for Texas Avenue Water Line Improvements (“the Agreement”), between the City of Dickinson, Texas and HDR Engineering, Inc. for the provision of professional services by HDR Engineering, Inc., a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

**WHEREAS**, upon full review and consideration of the Agreement and all related matters, the City Council finds that the City of Dickinson’s best interests are served, desires to approve the terms and conditions of the Agreement and to authorize the Mayor to execute the 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 City Council, after review of the terms and conditions thereof, hereby approves the attached Agreement between the City of Dickinson, Texas and HDR Engineering, Inc.

Section 3. The City Council authorizes the Mayor 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 14th day of January, 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**  
**ENGINEERING SERVICES**  
**TEXAS AVENUE WATER LINE IMPROVEMENTS**

**PART I**  
**AGREEMENT**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the CITY OF DICKINSON, TEXAS, hereinafter called the "City", acting herein by the Mayor or City Administrator, hereunto duly authorized, and HDR ENGINEERING, INC., hereinafter called "Firm," acting herein by the Texas Gulf Coast Area Manager.

WITNESSETH THAT:

WHEREAS, the City of Dickinson, Texas desires to design and construct the following improvements: Water line replacement and fire hydrant improvements along Texas Avenue at the intersections of 29<sup>th</sup>, 30<sup>th</sup>, 31<sup>st</sup>, 32<sup>nd</sup>, 33<sup>rd</sup>, and 34<sup>th</sup> Streets within the City of Dickinson and service area of Galveston County Water Control and Improvement District No. 1 (herein called "District") and under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture (TDA); and Whereas the City desires to engage HDR Engineering, Inc. to render certain engineering services in connection with the TxCDBG Project, Contract Number \_\_\_\_\_.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services  
The Firm will perform the services set out in Part II, Scope of Services.
2. Time of Performance - The services of the Firm shall commence on January 1, 2020. In any event, all of the services required and performed hereunder shall be completed no later than December 31, 2021.
3. Local Program Liaison - For purposes of this Agreement, the Project Manager/District Engineer or equivalent authorized person will serve as the Local Program Liaison and primary point of contact

for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

4. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the City, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City's TxCDBG contract with TDA.
5. Retention of Records - The Firm shall retain all required records for three years after the City makes its final payment and all pending matters are closed.
6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$60,000.00. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.
7. Indemnification – The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against any and all claims, costs, suits, and damages, including reasonable attorney's fees, to the extent caused by or arising out of an act of negligence, intentional tort, or intellectual property infringement of the Firm in its performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
9. Miscellaneous Provisions
  - a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas.
  - b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.

10. Extent of Agreement

This Agreement, which includes Parts I-V and Exhibits 1-3, represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City and the Firm.

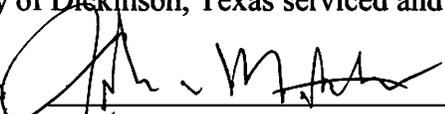
IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: \_\_\_\_\_  
Julie Masters  
Honorable Mayor  
City of Dickinson, Texas

BY:  \_\_\_\_\_  
David C. Weston  
Texas Gulf Coast Area Manager  
HDR Engineering, Inc.

**ACKNOWLEDGEMENT:**

That it be stated that the District has reviewed the engineering services set out in Part II, Scope of Services and is committing \$59,435.00 from its General Fund as a cash contribution to the City of Dickinson, Texas. These funds are to provide these enhancements to the water distribution system in the City of Dickinson, Texas serviced and under the authority of the District.

BY:  \_\_\_\_\_  
John W. Mitchiner  
President, Board of Directors  
Galveston County Water Control and Improvement District No. 1

## PART II

### SCOPE OF SERVICES

The following Scope of Services outlines the Design, Bidding, and Construction Phase Services that will be performed by the Firm for this project, as well as, Special Services that will be subcontracted by the Firm.

#### I. Design Phase

1. Attend preliminary conferences with the City and District regarding the requirements of the project.
2. Research existing utility and pipelines in the project areas, where appropriate.
3. Contact private utility companies, and other entities that may be involved to obtain information on their existing facilities and requirements that may impact this project.
4. Perform field reconnaissance of the water line location areas to obtain information on surface features and any other information that would impact construction.
5. Coordinate with other public and private utility agencies in regard to the project. Assist the City in obtaining and/or securing approvals required by all public and private utilities, including pipeline transmission companies affected by this project. This assistance will involve the usual expected coordination and approval process. When the process involves work beyond the expected, such as special submittals, designs, appearances at special meetings, coordination of utility/pipeline excavation efforts, permitting application, etc., such work would be considered as an Additional Service which the Firm reserves the right to request a contract amendment for this service.
6. Meet with City and District Staff to discuss and finalize design criteria and acquire pertinent information regarding the Project.
7. Prepare plan and profile background sheets utilizing survey data and utility research.
8. Prepare project specifications, drawings, bid documents and construction drawings based on the anticipated improvements.
9. Use TDA-approved forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.
10. Examine geotechnical information obtained by the City on the Texas Avenue Street Reconstruction Project to determine potential soil conditions and potential impact on construction methodology and costs. No additional geotechnical borings or report is to be performed on this project. Such work would be considered as an Additional Service which the Firm reserves the right to request a contract amendment for this service.
11. Prepare drawings for the required Storm Water Pollution Prevention Plan (SWPPP), in accordance with the Texas National Pollutant Discharge Elimination System (TPDES) General Permit for Storm Water Discharge from construction sites.
12. Prepare traffic control plans for the routing of traffic through the project site.
13. Coordinate with the City and District during the Final Design. Provide draft documents at 60% and at 90% for their review and comments.

14. Incorporate the City's and District's comments into the Final Design Plans and Specifications.
15. Incorporate appropriate comments from pertinent entities into the final bid documents.
16. Prepare Engineer's Opinion of Probable Construction Cost (OPCC) for the Project.
17. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
18. Furnish one (1) set and an electronic copy (PDF) of bid documents to the City and District.
19. Furnish the City a written monthly status report at least seven (7) days prior to the regularly scheduled council meeting until the project is closed by TDA. The format for this report is attached to this Agreement as Exhibit 1.

## **II. Bid Phase**

1. Assist the City in obtaining bids for the project. HDR will prepare a Notice to Bidders and provide it to the City. The City will publish it in the appropriate newspaper. The City will be responsible for the cost of the newspaper publication.
2. Actively make contact with prospective contractors in order to attract bidders for the project.
3. Upload Contract Documents on CIVCAST for Contractors to view electronically. Cost for registering the project on CIVCAST is included in this fee proposal.
4. During the bidding process, provide information to and answer questions from potential bidders concerning the Project's Contract Documents and prepare addendums, as necessary.
5. Coordinate with City's Grant Administrator on 10-day call to confirm prevailing wage decision. Incorporate any and all wage rate modifications or supersedes via bid addendum.
6. Conduct a pre-bid conference for potential bidders describing specific project requirements and answer questions from contractors regarding the project. Prepare pre-bid meeting minutes and distribute to attendees.
7. Attend the public bid opening at City Hall.
8. Evaluate the bids and the qualifications of the apparent low bidder, prepare the bid tabulation, and advise the City as to the acceptability of the apparent low bidder.
9. Accomplish construction contractor's eligibility verification through [www.SAM.gov](http://www.SAM.gov).
10. Prepare a letter of recommendation of award to the City.
11. Assist the City in execution of four (4) sets of contract documents.

## **III. Construction Phase**

1. The estimated construction time for this project is sixty (60) calendar days.
2. Prepare pre-construction conference agendas, conduct a pre-construction conference and prepare/distribute meeting notes.

3. Act as the City's Project Representative during the construction phase of the contract.
4. Issue Notice to Proceed to Construction Contractor.
5. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
6. Consult with and advise the City during construction; issue to contractors all instructions requested by the City; and prepare routine change orders if required, at no charge for engineering services to the City when the change order is required to correct errors or omissions by the Firm; provide price analysis for change orders; process change orders approved by City and the Firm and submit to TDA for approval prior to execution with the construction contractor.
7. Review the contractor's pay estimates, evaluate the completed work, and make payment recommendations to the City within 14 days of receipt of signed pay request from the construction contractor.
8. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the City and approval by TDA, unless State or local law provides otherwise.
9. Make periodic site visits, no less than every 30 days, to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the Contract Documents.
10. HDR will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). HDR's effort will be directed toward providing a greater degree of confidence for the District that the completed work of Contractor(s) will conform to the Contract Documents, but HDR will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site visits and on the basis of on-site observations HDR shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
11. Conduct final completion and inspection of the project and prepare detailed punch list of items in need of correction.
12. Prepare project close-out documentations, and make a recommendation for Final Payment on the Project.
13. Prepare Certificate of Construction Completion and Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
14. Revise contract drawings to show the work as actually constructed, and furnish the City with a set of "record drawings" plans.
15. Provide one (1) part-time construction observer (on-site representative) to observe the progress of construction activities and to assist in the interpretation of plans and specifications. The proposed construction duration time for this project is sixty (60) calendar days. Actual construction observation may vary depending on the level of construction activity. Firm

personnel will coordinate with the City and the construction contractor regarding the construction activities.

16. In the event of rain days where construction may be hindered or stopped, the representative will be on-site long enough to verify that inclement weather has occurred and the associated impact on the contractor and construction.
17. The on-site representative shall produce a report for each day on site in a format satisfactory to the City.
18. The on-site representative will attend meetings with the Contractor and the City such as pre-construction conference, progress meetings, and other project related meetings where their presence is requested by the City.
19. The on-site representative will take periodic photographs of the construction progress and of key items of concern.
20. The on-site representative will document that the work is properly installed. Based on the Firm's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the City, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
21. The on-site representative will coordinate with the City and the Contractor for construction scheduling.
22. The on-site representative will assist in the performance of a final inspection, the preparation of a punch list and one (1) subsequent follow up inspection.
23. The on-site representative will assemble and maintain notes, comments, sketches, and supporting data related to the project in order to assist in the preparation of as-built drawings.
24. The on-site representative will be provided in an effort to aid in the process of observing performance of work of the Contractor. The Firm shall endeavor to provide further protection for the City against defects and deficiencies in the work of the Contractor; but the furnishing of such on-site representative will not make Firm responsible for construction means, methods, techniques, sequences or procedures or safety precautions or programs, or for Contractor failure to perform their work in accordance with the Contract Documents.

#### **IV. Special Services**

The Firm will be subcontracting the following Special Services for development of this project:

##### **Elevation and Topographic Survey Services:**

1. Utilize a subconsultant, Ellis Surveying Services, to perform a Topographic Survey on each of the six (6) intersections along Texas Avenue suitable for design. Anticipated total length will be approximately 1,800 linear feet along the project limits.
2. Establish approximate right-of-way and easement locations suitable for design.

3. Provide survey control map to include benchmark, temporary benchmark and control point data with swing tie location exhibits.
4. Refer to Exhibit 2 – Ellis Surveying Services Proposal dated December 2, 2019 for additional information.

**Construction Materials Testing Services:**

1. Utilize a subconsultant, Terracon Consultants, Inc., to perform Construction Materials Testing during the construction of the project.
2. Refer to Exhibit 3 – Terracon Consultants, Inc. Proposal dated November 25, 2019 for additional information.

**V. Subcontracts**

1. If any time during progress of the work, the City determines that any subcontractor is incompetent or undesirable, the City will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City.
2. The Firm will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to TDA and to the Regional Office of the Environmental Protection Agency (EPA).
3. The Firm will include in all contracts and subcontracts in excess of \$150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
4. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the City/County including the manner by which it will be effected and the basis for settlement..
5. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
  - a. Prime construction contracts in excess of \$2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
  - b. Prime construction contracts in excess of \$2,000, compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)
  - c. Contracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
  - d. Section 3 of the Housing and Urban Development Act of 1968;

e. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);

f. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and

6. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
7. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the City, TDA, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development (HUD), or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
8. The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the City has made final payment to the contractor and all other pending matters are closed.

## **VI. Standard of Performance and Deficiencies**

1. All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Firm represents that it has the required skills and capacity to perform work and services to be provided under this Agreement.
2. The Firm represents that services provided under this Agreement shall be performed within the limits prescribed by the City in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
3. Any deficiency in Firm's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from City and at the Firm's expense if the deficiency is due to Firm's negligence. The City shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the City under applicable state or federal law.
4. The Firm agrees to and shall hold harmless the City, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Firm, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Firm doing the work herein contracted for or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement.

**PART III -  
PAYMENT SCHEDULE**

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

| Milestone   | % of<br>Contract<br>Fee |
|---|-------------------------|
| • Approval of Preliminary Engineering Plans and Specifications by City.         | 20%                     |
| • Approval of Plans and Specifications by Regulatory Agency(ies).               | 30%                     |
| • Completion of bid advertisement and contract award.                           | 20%                     |
| • Completion of construction staking.   | 10%                     |
| • Completion of Final Closeout Assessment and submittal of "As Builts" to City. | 10%                     |
| • Completion of final inspection and acceptance by the City.                    | 10%                     |
| <b>Total</b>  | 100%                    |

**SPECIAL SERVICES**

The payment for Special Services shall be paid per the following schedule:

1. The Firm shall be paid upon completion of surveying, necessary field data, and acquisition data based on itemized billing statement from the independent surveyor, plus a 10 percent (10%) overhead charge. All fees for surveying shall not exceed a total of Fourteen Thousand One Hundred Twenty Four and No/100 Dollars (\$14,124.00).
  
2. The Firm shall be reimbursed the actual costs of necessary material testing based on itemized billing statements from the independent testing laboratory, plus a 10 percent (10%) overhead charge. All fees for testing shall not exceed a total of Four Thousand Nine Hundred Fifty and No/100 Dollars (\$4,950.00).
  
3. The payment requests shall be prepared by the Firm and be accompanied by such supporting data to substantiate the amounts requested.
  
4. Any work performed by the Firm prior to the execution of this Agreement is at the Firm's sole risk and expense.

**CITY OF DICKINSON, TEXAS**  
**PART III - LEVEL OF EFFORT (LOE) FOR TEXAS AVENUE WATER LINE IMPROVEMENTS**

| Item     | Description / Task                                       | Basic Services (HDR) - Estimated Manhours |                       |             |                    |                |                         | Subtotal (hrs) | Subtotal (Cost \$) | Special Services - Subconsultants (Cost+10%) | Total Fee       |
|----------|--|---|-----------------------|-------------|--------------------|----------------|-------------------------|----------------|--------------------|--|-----------------|
|          |  | Sr. Project Manager (hrs)                 | Project Manager (hrs) | EIT (hrs)   | CAD Operator (hrs) | Clerical (hrs) | Constr. Inspector (hrs) |                |                    |  |                 |
|          | Billing Rate   | 261                                       | 175                   | 127         | 140                | 95             | 146                     |                |                    |  |                 |
| <b>I</b> | <b>Phase II - Final Design :</b>                         |   |                       |             |                    |                |                         |                |                    |  |                 |
| <b>A</b> | <b>Project Management and Document Submission</b>        |   |                       |             |                    |                |                         |                |                    |  |                 |
|          | 1. Data Collection                                       |   | 2.0                   | 2.0         |                    |                |                         | 4.0            | \$604              |  | \$604           |
|          | 2. Site / Coordination                                   |   | 2.0                   | 4.0         |                    |                |                         | 6.0            | \$859              |  | \$859           |
|          | 3. Progress Submittals QA/QC (60% & 90%/Bid Ready)       | 8.0                                       | 2.0                   |             |                    |                |                         | 10.0           | \$2,436            |  | \$2,436         |
|          | 4. Specifications, Preparation & Review                  |   | 2.0                   | 4.0         |                    | 8.0            |                         | 14.0           | \$1,622            |  | \$1,622         |
|          | 5. Construction Cost Estimate, Preparation & Review      |   | 2.0                   | 4.0         |                    |                |                         | 6.0            | \$859              |  | \$859           |
|          | 6. Interagency Coordination & Private Utility Signatures |   | 2.0                   | 4.0         |                    |                |                         | 6.0            | \$859              |  | \$859           |
|          | 7. Mileage, Reproduction & Courier Services Allowance    |   |                       |             |                    |                |                         | 0.0            | \$660              |  | \$660           |
|          | <b>Subtotal Project Management &amp; Document Subm.</b>  | <b>8.0</b>                                | <b>12.0</b>           | <b>18.0</b> | <b>0.0</b>         | <b>8.0</b>     | <b>0.0</b>              | <b>46.0</b>    | <b>\$7,898</b>     | <b>\$0</b>                                   | <b>\$7,898</b>  |
| <b>B</b> | <b>Drawings</b>  |   |                       |             |                    |                |                         |                |                    |  |                 |
|          | G-1 Cover Sheet  |   |                       | 1.0         | 2.0                |                |                         | 3.0            | \$407              |  | \$407           |
|          | G-2 General Notes / Legend & Abbreviations               |   |                       | 1.0         | 2.0                |                |                         | 3.0            | \$407              |  | \$407           |
|          | G-3 Overall Layout Plan (1"=100')                        |   |                       | 1.0         | 2.0                |                |                         | 3.0            | \$407              |  | \$407           |
|          | Topographical Survey & Survey Control Map                |   |                       |             |                    |                |                         | 0.0            | \$0                | \$14,124                                     | \$14,124        |
|          | PP-1 Plan & Profile 1"=20' H / 1"=2' V                   |   | 0.5                   | 1.0         | 3.0                |                |                         | 4.5            | \$634              |  | \$634           |
|          | PP-2 Plan & Profile 1"=20' H / 1"=2' V                   |   | 0.5                   | 1.0         | 3.0                |                |                         | 4.5            | \$634              |  | \$634           |
|          | PP-3 Plan & Profile 1"=20' H / 1"=2' V                   |   | 0.5                   | 1.0         | 3.0                |                |                         | 4.5            | \$634              |  | \$634           |
|          | PP-4 Plan & Profile 1"=20' H / 1"=2' V                   |   | 0.5                   | 1.0         | 3.0                |                |                         | 4.5            | \$634              |  | \$634           |
|          | PP-5 Plan & Profile 1"=20' H / 1"=2' V                   |   | 0.5                   | 1.0         | 3.0                |                |                         | 4.5            | \$634              |  | \$634           |
|          | PP-6 Plan & Profile 1"=20' H / 1"=2' V                   |   | 0.5                   | 1.0         | 3.0                |                |                         | 4.5            | \$634              |  | \$634           |
|          | SWP-1 SWPPP (1'=100')                                    |   | 0.5                   | 1.0         | 2.0                |                |                         | 3.5            | \$494              |  | \$494           |
|          | SWP-3 SWPPP Details 1 (NTS)                              |   | 0.5                   | 1.0         | 2.0                |                |                         | 3.5            | \$494              |  | \$494           |
|          | TCP-1 Typical Traffic Control Details 1                  |   | 0.5                   | 1.0         | 2.0                |                |                         | 3.5            | \$494              |  | \$494           |
|          | TCP-2 Typical Traffic Control Details 2                  |   | 0.5                   | 1.0         | 2.0                |                |                         | 3.5            | \$494              |  | \$494           |
|          | D-1 Water Details 1                                      |   | 0.5                   | 1.0         | 2.0                |                |                         | 3.5            | \$494              |  | \$494           |
|          | D-2 Water Details 2                                      |   | 0.5                   | 1.0         | 2.0                |                |                         | 3.5            | \$494              |  | \$494           |
|          | <b>Subtotal Drawings</b>                                 | <b>0.0</b>                                | <b>6.0</b>            | <b>15.0</b> | <b>36.0</b>        | <b>0.0</b>     | <b>0.0</b>              | <b>57.0</b>    | <b>\$7,995</b>     | <b>\$14,124</b>                              | <b>\$22,119</b> |
| <b>C</b> | <b>Bidding Phase</b>                                     |   |                       |             |                    |                |                         |                |                    |  |                 |
|          | 1. Attend Pre-Bid Meeting                                |   | 2.0                   | 2.0         |                    |                |                         | 4.0            | \$604              |  | \$604           |
|          | 2. Prepare & Issue Addenda                               |   | 1.0                   | 4.0         | 4.0                | 2.0            |                         | 11.0           | \$1,434            |  | \$1,434         |
|          | 3. Respond to Bidder Questions                           |   | 1.0                   | 2.0         |                    |                |                         | 3.0            | \$429              |  | \$429           |
|          | 4. Bid Evaluation / Bid Tabulation                       |   | 1.0                   | 2.0         |                    | 4.0            |                         | 7.0            | \$811              |  | \$811           |
|          | 5. Recommendation of Award                               |   | 1.0                   | 2.0         |                    | 4.0            |                         | 7.0            | \$811              |  | \$811           |
|          | 6. Construction Contract Preparation                     |   |                       | 4.0         |                    | 4.0            |                         | 8.0            | \$890              |  | \$890           |
|          | <b>Subtotal Bidding Phase</b>                            | <b>0.0</b>                                | <b>6.0</b>            | <b>16.0</b> | <b>4.0</b>         | <b>14.0</b>    | <b>0.0</b>              | <b>40.0</b>    | <b>\$4,980</b>     | <b>\$0</b>                                   | <b>\$4,980</b>  |

| Item  | Description / Task                                       | Basic Services (HDR) - Estimated Manhours |                       |                |                    |                |                         | Subtotal (hrs) | Subtotal (Cost \$) | Special Services - Subconsultants (Cost+10%) | Total Fee       |
|---|--|---|-----------------------|----------------|--------------------|----------------|-------------------------|----------------|--------------------|--|-----------------|
|   |  | Sr. Project Manager (hrs)                 | Project Manager (hrs) | EIT (hrs)      | CAD Operator (hrs) | Clerical (hrs) | Constr. Inspector (hrs) |                |                    |  |                 |
| <b>II</b>   | <b>Phase III - Construction Phase Services:</b>          |   |                       |                |                    |                |                         |                |                    |  |                 |
|   | 1. Attend Pre-Construction Meeting                       |   | 1.0                   | 2.0            |                    |                |                         | 3.0            | \$429              |  | \$429           |
|   | 2. Attend Scheduled Construction Progress Meetings       |   | 1.0                   | 2.0            |                    |                |                         | 3.0            | \$429              |  | \$429           |
|   | 3. Submittals  |   | 2.0                   | 4.0            |                    |                |                         | 6.0            | \$859              |  | \$859           |
|   | 4. RFI's/Change Orders                                   |   | 1.0                   | 2.0            | 2.0                |                |                         | 5.0            | \$709              |  | \$709           |
|   | 5. Review Contractor Monthly Pay Estimates               |   | 1.0                   | 2.0            |                    |                |                         | 3.0            | \$429              |  | \$429           |
|   | 6. Substantial/Final Completion Walk-Thru/Punch Lists    |   | 1.0                   | 2.0            |                    |                |                         | 3.0            | \$429              |  | \$429           |
|   | 7. Project Closeout                                      |   | 1.0                   | 2.0            |                    |                |                         | 3.0            | \$429              |  | \$429           |
|   | 8. As-Built Drawings                                     |   |                       |                | 6.0                |                |                         | 6.0            | \$840              |  | \$840           |
|   | 9. Construction Observation                              |   |                       |                |                    |                | 96.0                    | 96.0           | \$14,043           |  | \$0             |
|   | 10. Materials Testing Services Allowance                 |   |                       |                |                    |                |                         | 0.0            | \$0                | \$4,950                                      | \$4,950         |
|   | 11. Mileage, Reproduction and Courier Services Allowance |   |                       |                |                    |                |                         | 0.0            | \$1,457            |  | \$1,457         |
|   | <b>Subtotal Phase III - Construction Phase Services</b>  | <b>0.0</b>                                | <b>8.0</b>            | <b>16.0</b>    | <b>8.0</b>         | <b>0.0</b>     | <b>96.0</b>             | <b>128.0</b>   | <b>\$20,054</b>    | <b>\$4,950</b>                               | <b>\$10,961</b> |
| <b>SUBTOTAL PHASE II - BASIC SERVICES HOURS</b>               |  | <b>8.0</b>                                | <b>24.0</b>           | <b>49.0</b>    | <b>40.0</b>        | <b>22.0</b>    | <b>0.0</b>              | <b>143.0</b>   |                    |  |                 |
| <b>SUBTOTAL PHASE II - BASIC SERVICES COST</b>                |  | <b>\$2,086</b>                            | <b>\$4,198</b>        | <b>\$6,233</b> | <b>\$5,597</b>     | <b>\$2,099</b> | <b>\$0</b>              |                | <b>\$20,872</b>    |  | <b>\$20,872</b> |
| <b>SUBTOTAL PHASE II - SPECIAL SERVICES COST (SUBS)</b>       |  |   |                       |                |                    |                |                         |                |                    | <b>\$14,124</b>                              | <b>\$14,124</b> |
| <b>TOTAL PHASE II - BASIC &amp; SPECIAL SERVICES</b>          |  |   |                       |                |                    |                |                         |                | <b>\$20,872</b>    | <b>\$14,124</b>                              | <b>\$34,996</b> |
| <b>SUBTOTAL PHASE III - BASIC SERVICES HOURS</b>              |  | <b>0.0</b>                                | <b>8.0</b>            | <b>16.0</b>    | <b>8.0</b>         | <b>0.0</b>     | <b>96.0</b>             | <b>128.0</b>   |                    |  |                 |
| <b>SUBTOTAL PHASE III - BASIC SERVICES COST</b>               |  | <b>\$0</b>                                | <b>\$1,399</b>        | <b>\$2,035</b> | <b>\$1,119</b>     | <b>\$0</b>     | <b>\$14,043</b>         |                | <b>\$20,054</b>    |  | <b>\$20,054</b> |
| <b>SUBTOTAL PHASE III - SPECIAL SERVICES COST (SUBS)</b>      |  |   |                       |                |                    |                |                         |                |                    | <b>\$4,950</b>                               | <b>\$4,950</b>  |
| <b>TOTAL PHASE III - BASIC &amp; SPECIAL SERVICES</b>         |  | <b>\$0</b>                                | <b>\$1,399</b>        | <b>\$2,035</b> | <b>\$1,119</b>     | <b>\$0</b>     | <b>\$14,043</b>         |                | <b>\$20,054</b>    | <b>\$4,950</b>                               | <b>\$25,004</b> |
| <b>TOTAL PHASES II &amp; III - BASIC SERVICES HOURS</b>       |  | <b>8.0</b>                                | <b>32.0</b>           | <b>65.0</b>    | <b>48.0</b>        | <b>22.0</b>    | <b>96.0</b>             | <b>271.0</b>   |                    |  |                 |
| <b>TOTAL PHASES II &amp; III - BASIC SERVICES</b>             |  |   |                       |                |                    |                |                         |                |                    |  | <b>\$40,926</b> |
| <b>TOTAL PHASES II &amp; III - SPECIAL SERVICES (SUBS)</b>    |  |   |                       |                |                    |                |                         |                |                    |  | <b>\$19,074</b> |
| <b>TOTAL PHASES II &amp; III - BASIC AND SPECIAL SERVICES</b> |  |   |                       |                |                    |                |                         |                |                    |  | <b>\$60,000</b> |

## PART IV

### TERMS AND CONDITIONS

1. Termination of Agreement for Cause. If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this Agreement shall, at the option of the City, be turned over to the City and become the property of the City. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Firm, and the City may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

2. Termination for Convenience of the City.  
City may at any time and for any reason terminate Contractor's services and work at City's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.
3. Changes. The City may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.
5. Personnel.
  - a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

- b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
  - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
6. Assignability. The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; Provided, however, that claims for money by the Firm from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
7. Reports and Information. The Firm, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
8. Records and Audits. The Firm shall insure that the City maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the City shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.
9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.
11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
12. Conflicts of interest.
- a. Governing Body. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of TxCDBG award between TDA and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
  - b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the

City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

- c. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the City or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the City or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Debarment and Suspension (Executive Orders 12549 and 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term “principal” for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.”

**Federal Civil Rights Compliance.**

14. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over \$10,000).

During the performance of this contract, the Firm agrees as follows:

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation,

proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.
15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
17. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the

benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

18. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000)  
The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**PART V**  
**PROJECT TIME SCHEDULE**  
**ENGINEERING PROFESSIONAL SERVICES**

| ID | Task Mode | Task Name                         | Duration | Start       | Finish       | 2020   |     |     |     |     |     |     |     |     |     |     |     | 2021 |
|----|-----------|-----------------------------------|----------|-------------|--------------|--------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|
|    |           |                                   |          |             |              | Dec    | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov |      |
| 1  |           | Notice to Proceed                 | 1 day    | Thu 1/2/20  | Thu 1/2/20   | ◆ 1/2  |     |     |     |     |     |     |     |     |     |     |     |      |
| 2  |           | Resource Allocation/Project Setup | 22 days  | Thu 1/2/20  | Fri 1/31/20  | ■      |     |     |     |     |     |     |     |     |     |     |     |      |
| 3  |           | Kick-Off Meeting                  | 1 day    | Mon 1/6/20  | Mon 1/6/20   | ■      |     |     |     |     |     |     |     |     |     |     |     |      |
| 4  |           | Topographic Survey                | 25 days  | Mon 1/6/20  | Fri 2/7/20   | ■      |     |     |     |     |     |     |     |     |     |     |     |      |
| 5  |           | 60% Design                        | 45 days  | Mon 1/6/20  | Fri 3/6/20   | ■      |     |     |     |     |     |     |     |     |     |     |     |      |
| 6  |           | 60% Design Submittal              | 1 day    | Fri 3/6/20  | Fri 3/6/20   | ◆ 3/6  |     |     |     |     |     |     |     |     |     |     |     |      |
| 7  |           | TDA/City/District Review          | 5 days   | Mon 3/9/20  | Fri 3/13/20  | ■      |     |     |     |     |     |     |     |     |     |     |     |      |
| 8  |           | 90% Design                        | 45 days  | Mon 3/16/20 | Fri 5/15/20  | ■      |     |     |     |     |     |     |     |     |     |     |     |      |
| 9  |           | 90% Design Submittal              | 1 day    | Fri 5/15/20 | Fri 5/15/20  | ◆ 5/15 |     |     |     |     |     |     |     |     |     |     |     |      |
| 10 |           | TDA/City/District Review          | 5 days   | Mon 5/18/20 | Fri 5/22/20  | ■      |     |     |     |     |     |     |     |     |     |     |     |      |
| 11 |           | Finalize Design/Address Comments  | 27 days  | Mon 5/25/20 | Tue 6/30/20  | ■      |     |     |     |     |     |     |     |     |     |     |     |      |
| 12 |           | 100% Submittal                    | 1 day    | Tue 6/30/20 | Tue 6/30/20  | ◆ 6/30 |     |     |     |     |     |     |     |     |     |     |     |      |
| 13 |           | Bid and Award Phase               | 44 days  | Wed 7/1/20  | Mon 8/31/20  | ■      |     |     |     |     |     |     |     |     |     |     |     |      |
| 14 |           | TDA/Council/Board Approval        | 22 days  | Tue 9/1/20  | Wed 9/30/20  | ■      |     |     |     |     |     |     |     |     |     |     |     |      |
| 15 |           | NTP Construction                  | 1 day    | Thu 10/1/20 | Thu 10/1/20  | ◆ 10/1 |     |     |     |     |     |     |     |     |     |     |     |      |
| 16 |           | Construction Period               | 43 days  | Thu 10/1/20 | Mon 11/30/20 | ■      |     |     |     |     |     |     |     |     |     |     |     |      |
| 17 |           | Final Inspection and Closeout     | 23 days  | Tue 12/1/20 | Thu 12/31/20 | ■      |     |     |     |     |     |     |     |     |     |     |     |      |

Project: TDA CDBG Texas WL  
Date: Tue 12/3/19

|                    |  |                       |  |                    |  |
|--------------------|--|-----------------------|--|--------------------|--|
| 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           |  |                    |  |

## MONTHLY STATUS REPORT

Grant Recipient: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

Grant No.: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

Project Status:

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Date of Last Inspection: \_\_\_\_\_

Name of Inspector: \_\_\_\_\_

Inspection Description:

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Projected Date of Construction Completion: \_\_\_\_\_

Amount of Last Pay Request: \_\_\_\_\_

Date of Last Pay Request: \_\_\_\_\_

Status of Last Pay Request: \_\_\_\_\_

List of Subcontractors Onsite

| Name | Date Cleared by Grant Administrator |
|------|-------------------------------------|
|------|-------------------------------------|

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

*\*This report may be e-mailed or faxed to the Grant Recipient*



LLC, PROFESSIONAL LAND SURVEYORS

HDR Engineering  
4635 Southwest Freeway  
Suite 1000  
Houston, Texas 77027

## Exhibit 2.

Attn: Mr. Ryan Nokelby, P.E.

Date: Dec. 2, 2019

RE: Galveston County W.C. & I.D. #1 Texas Ave. Waterline Improvement Project

Dear Mr. Nokelby

### Introduction

Thank you for the opportunity to provide this proposal for surveying services for the above referenced project. Based on your email and supplied maps we have identified a scope of work and a lump sum fee for your project.

### Project Overview

Prepare a topographic survey for use in the design of replacement waterlines for the W.C. & I.D. #1 Texas Ave. Waterline Improvement Project.

Survey to include a full Right-of-Way Topographical Survey at six (6) intersections located along Texas Avenue (29<sup>th</sup> Street thru 34 Street). Limits of survey shall be 75-feet in all four directions from the center of the intersection for a total of 300 LF at each intersection. Surveyor will provide a Signed and Sealed Survey Control Map.

### Scope of Work

- The survey will extend from right of way to right of way plus an additional 15 feet on each side of the right of way (where accessible) at 100-foot cross section intervals along public right of ways. Survey to extend 15 feet each side of the waterline easements crossing private property with cross section every 50 feet. Shots of sanitary manholes, water valves, and other utilities will be included in the survey. Sanitary and storm sewer invert elevations will be obtained. Existing culvert invert elevation and sized will be acquired.
- Survey will be prepared in accordance with HDR Engineering survey requirements titled "City of Dickinson TDA Texas Avenue Water Line Improvements Survey Requirements" with the exception that Ellis Surveying Services makes no warranty that all of the underground utilities within the project area have been depicted on the survey. Ellis Surveying Services will notify Texas One-Call of the survey date and request that all underground utilities be marked, all marked utility locations will be shown on the survey but the locations should be considered as approximate.
- Survey will be prepared relative to (Horizontal) State Plane Coordinates (NAD83) Texas South Central Zone (Vertical) NAVD88 Geoid12B.



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- o Ellis survey will supply cadd files in ACAD C3D 2018 format and points files in P,N,E,Z,D format. Ellis Surveying Services, LLC will supply a completed and signed "Control Map" of project.

**Schedule of Fees**

|                                       |              |
|---------------------------------------|--------------|
| Registered Professional Land Surveyor | \$ 150/hr.   |
| Survey Field Crew Including Equipment | \$ 205/hr.   |
| Cad Tech                              | \$ 95/hr.    |
| Courthouse Research                   | \$ 65.00/hr. |

**Fees, Budget & Schedule**

| Project Sub-Area No.   | Street                 | Length of Survey | Survey Cost per Linear Foot | Subtotal by Project Area |
|--|------------------------|------------------|-----------------------------|--------------------------|
| <b>W.C. &amp; I.D. #1 Texas Ave. Waterline Improvement Project</b> |                        |                  |                             |                          |
| 1  | Texas @ 29th St.       | 300              | \$6.50                      | \$1,950.00               |
| 2  | Texas @ 30th St.       | 300              | \$6.50                      | \$1,950.00               |
| 3  | Texas @ 31st St.       | 300              | \$6.50                      | \$1,950.00               |
| 4  | Texas @ 32nd St.       | 300              | \$6.50                      | \$1,950.00               |
| 5  | Texas @ 33rd St.       | 300              | \$6.50                      | \$1,950.00               |
| 5  | Texas @ 34th St.       | 300              | \$6.50                      | \$1,950.00               |
| 6  | Signed Control Drawing | 12 hrs.          | \$95/hr                     | \$1,140.00               |
|  |                        | 1,500            | <b>TOTAL</b>                | <b>\$12,840.00</b>       |

Please sign and return one original copy of this letter to signify your approval and acceptance. We appreciate this opportunity to serve you.

Sincerely,

Ellis Surveying Services  
 Contract offered this 2nd day of Dec. 2019 and open until 2<sup>nd</sup> day of Jan. 2020.

\_\_\_\_\_  
 Robert Ellis RPLS

Contract accepted this \_\_\_\_\_ (Day) of \_\_\_\_\_ 2019.

By: \_\_\_\_\_

November 25, 2019

## Exhibit 3.

Mr. Ryan Nokelby  
Project Manager  
HDR  
4828 Loop Central Drive, Suite 800  
Houston, Texas 77081

Subject: **Cost Estimate for Materials Services  
Texas Avenue Water Line Improvement  
Dickinson, Texas  
Terracon Cost Estimate Number P91191231**

Dear Mr. Nokelby:

Terracon Consultants, Inc. (**Terracon**) is pleased to provide this Cost Estimate for Materials Services. We understand we have been selected based on our qualifications to provide materials testing services for the referenced Project. In this letter we have presented our understanding of the scope of the project, the proposed services, and the budget estimate.

### **A. PROJECT INFORMATION**

The project consists of waterline and fire hydrant replacement along Texas Avenue (29<sup>th</sup> Street thru 34<sup>th</sup> Street) in Dickinson, Texas. The approximately 1,000 linear feet of water line will be trenchless construction. Therefore, materials testing is needed for bore pit backfill and tie-in locations.

### **B. SCOPE OF SERVICES**

Services will be provided when scheduled by the Contractor.

#### **1. Earthwork:**

- Sample backfill material. Prepare and test the samples for Moisture-Density Relationship and Atterberg Limits.
- Perform field density tests using the nuclear method to determine the moisture content and percent compaction of backfill.

#### **2. Concrete – allowance for pavement repairs, if any:**

- Sample the fresh concrete for paving and perform required tests, including slump, air content, concrete temperature, and cast test specimens during placements.
- Perform compressive tests of concrete test cylinders cast in the field.



## Cost Estimate Materials Services

Texas Avenue Waterline Improvements ■ Dickinson, Texas  
November 25, 2019 ■ Terracon Cost Estimate No. P91191231



### 3. Project Management

- Coordinate field and laboratory testing,
- Communicate with Terracon field technicians, Contractor, and Owner's site representative,
- Review laboratory and field test reports,
- Review our budget and invoice.

#### Scheduling Retests:

**It is the responsibility of your representative to schedule retests in a like manner to scheduling our original services. Terracon shall not be held responsible for retests not performed because of a failure to schedule our services or any subsequent damage caused because of a lack of retesting.**

#### Additional Services:

Terracon will issue a short Supplement to the Agreement form, or Supplement Cost Estimate, that outlines the additional work to be performed and the associated fees. Please authorize us to begin this additional work by returning a signed copy of the Supplement.

#### Project Schedule:

Field testing services will be provided on a "call-out" basis when scheduled by your representative. A minimum of 24-hours' notice is required to schedule our services, although we will attempt to meet requests in a shorter time frame. To schedule our services please contact our dispatcher at (281) 557-2900. The dispatch hours are from 07:00 a.m. to 5:00 p.m. Messages left after business hours will be checked the following business day. Terracon will only provide testing when called by your representative. The extent of our observations and documentation will be limited to the items observed during the site visits. Terracon shall not be held responsible for tests not performed because of a failure to schedule our services or any subsequent damage caused because of a lack of testing.

### C. COMPENSATION

Our estimated total budget to perform the testing is **\$4,500**, shown in the following table.

Please note that this is only a budget estimate and not a not-to-exceed price. Our fees will be based on the unit rates provided in the attached table. You will be invoiced on units used. Services not included in this Cost Estimate, which may be requested or provided throughout the job, will be billed at Terracon rates, available upon request. Overtime is defined as all hours more than eight per day, and all hours worked on weekends and holidays.

A 4-hour minimum charge will be applied to site visits other than sample or cylinder pickups. All labor, equipment and transportation charges are billed on a portal to portal basis from our office. These fees Do Not Include Retesting or Cancellations on site. Terracon will track costs associated with retests and cancellations and provide it to the City.

**Cost Estimate Materials Services**

Texas Avenue Waterline Improvements ■ Dickinson, Texas  
 November 25, 2019 ■ Terracon Cost Estimate No. P91191231



| <b>Budget Estimate</b>                             |                 |             |                  |                    |
|--|-----------------|-------------|------------------|--------------------|
| <b>Service</b>                                     | <b>Quantity</b> | <b>Unit</b> | <b>Unit Rate</b> | <b>Estimate</b>    |
| <b>1.0 Field</b>                                   |                 |             |                  |                    |
| Engineering Technician                             | 40              | hour        | \$ 55.00         | \$ 2,200.00        |
| Engineering Technician, OT                         | 0               | hour        | \$ 82.50         | \$ -               |
| Nuclear Gauge                                      | 8               | day         | \$ 60.00         | \$ 480.00          |
| Vehicle Charge (including pick ups)                | 9               | day         | \$ 70.00         | \$ 630.00          |
|  |                 |             | sub-total        | <b>\$ 3,310.00</b> |
| <b>2.0 Laboratory</b>                              |                 |             |                  |                    |
| Moisture Density Relationship                      | 3               | each        | \$ 175.00        | \$ 525.00          |
| Atterberg Limits                                   | 3               | each        | \$ 65.00         | \$ 195.00          |
| Cylinder Tests (4 cyl/set )                        | 12              | each        | \$ 18.00         | \$ 216.00          |
|  |                 |             | sub-total        | <b>\$ 936.00</b>   |
| <b>3.0 Project Management &amp; Administration</b> |                 |             |                  |                    |
| Administrative                                     | 2               | hour        | \$ 60.00         | \$ 120.00          |
| Project Manager                                    | 1               | hour        | \$ 135.00        | \$ 135.00          |
| <b>Estimated Budget</b>                            |                 |             |                  | <b>\$ 4,501.00</b> |

**D. SITE ACCESS AND SAFETY**

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the services and will execute any necessary site access agreement. Terracon will be responsible for supervision and site safety measures for its own employees and shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site.

**Cost Estimate Materials Services**

Texas Avenue Waterline Improvements ■ Dickinson, Texas  
November 25, 2019 ■ Terracon Cost Estimate No. P91191231



**E. TESTING AND OBSERVATION**

Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Terracon will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive and are conducted to reduce – not eliminate – project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling Terracon so Terracon can perform these services. Terracon shall not be responsible for the quality and completeness of Client’s contractor’s work or their adherence to the project documents, and Terracon’s performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work or create a warranty or guarantee. Terracon will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

**AUTHORIZATION:**

Agreement for Services will be issued by the HDR.

Thank you for your continued trust in Terracon. We look forward to working with you on this Project. Please call us at 281-557-2900 if you have any questions or comments regarding this document.

Sincerely,  
**Terracon Consultants, Inc.**  
(Registration No. F-3272)

  
Noosha P. Smith, P.E.  
Regional Manager

  
Jason Mills  
Office Manager

# ITEM 15

**RESOLUTION NUMBER XXX-2020**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, AUTHORIZING THE CITY ADMINISTRATOR TO ISSUE TASK WORK AUTHORIZATION NUMBER 3 FOR FEMA PROJECT 36050 DICKINSON CULVERTS AND DITCHES; PROVIDING FOR INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Dickinson (“City”) approved an agreement from CSB 1901 with Lucas Construction Company in the amount of \$2,741,970.00 for the construction of paving improvements within the city; and

**WHEREAS**, the City desires to make certain infrastructure improvements on the Winding Way drainage ditches, as shown in Exhibit A to this Resolution; and

**WHEREAS**, such improvements will cost an estimated total of \$110,500, the funding for which is currently available in the City’s Street Maintenance Fund 08; and

**WHEREAS**, staff recommends authorizing the City Administrator to issue Task Work Authorization (“TWA”) Number 3 so as to begin work immediately.

**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 City of Dickinson hereby authorizes the City Administrator to issue Task Work Authorization Number 3 for the improvement of Dickinson’s culverts and ditches, and to take all appropriate action to administer the TWA.

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

**DULY PASSED AND APPROVED** on this the 14<sup>th</sup> day of January 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**

**PA Project 36050 Dickinson Culverts & Ditches: Project 1**

This work is consists of reestablishing the ditches Indentified in Project 36050

|  | <b>Qty.</b>  | <b>Unit</b> | <b>Unit Price</b>        | <b>AMOUNT</b>        |                       |          |
|--|--------------|-------------|--------------------------|----------------------|-----------------------|----------|
| (1) Site Preparation including Mob, Bonds, Insurance, Permits, Erosion Control | 4%           | LS          | \$ 50,000.00             | \$ 2,000.00          |                       |          |
| (2) Traffic Control and Regulation   | 2%           | LS          | \$ 50,000.00             | \$ 1,000.00          |                       |          |
| (3) Storm Water Pollution Prevention Plan Best Management Practices            | 6.25%        | LS          | \$ 40,000.00             | \$ 2,500.00          |                       |          |
| (8) Desilt Roadside Ditch  | 7000.0       | CY          | \$ 15.00                 | \$ 105,000.00        |                       |          |
| Subtotal:  |              |             |                          | <b>\$ 110,500.00</b> |                       |          |
| <b>Original Contract Price: \$\$</b>   |              | <b>%</b>    | <b>Prior TWA's: \$\$</b> | <b>%</b>             | <b>This TWA:\$ \$</b> | <b>%</b> |
| \$   | 2,741,970.00 | 51.22%      | \$ 1,293,902.50          | 47.19%               | \$ 110,500.00         | 4.03%    |

# **ITEM 16**

## **Executive Session**

# **ITEM 17**

**Reconvene**

# **ITEM 18**

**Matters Discussed in  
Executive Session**

# **ITEM 19**

**Adjourn**