

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



AGENDA
City of Dickinson
CITY COUNCIL
REGULAR MEETING

January 28, 2020

NOTICE is hereby given of a **REGULAR MEETING** of the City Council for the City of Dickinson, County of Galveston, State of Texas, to be held on **Tuesday, January 28, 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. Quarterly Investment Report & Financials for Period Ending December 31, 2019 (Finance Director Kristen Woolley).

ITEM 6.) REPORTS:

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

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

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

D. City Administrator's Report (City Administrator Chris Heard).

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

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 January 14, 2020.

B. Resolution Number XXX-2020 – **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF DICKINSON, TEXAS, AND TEXAS DEPARTMENT OF PUBLIC SAFETY FOR THE FAILURE TO APPEAR (“FTA”) SYSTEM; PROVIDING FOR THE TERMINATION OF THE PREVIOUS SUCH INTERLOCAL AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREMISES; AUTHORIZING EXECUTION OF THE INTERLOCAL COOPERATION AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.**

C. Resolution Number XXX-2020 – **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, REPEALING RESOLUTION NUMBER 1079-2009; ADOPTING A REVISED POLICY AND APPLICATION AND AGREEMENT REGARDING USE OF MUNICIPAL MEETING ROOMS AND CITY GROUNDS AND FACILITIES; AND PROVIDING AN EFFECTIVE DATE.**

D. Resolution Number XXX-2020 – **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF DICKINSON, TEXAS, AND THE GULF COAST CENTER, REGARDING FIXED ROUTE TRANSPORTATION SERVICE IN THE GALVESTON COUNTY MUNICIPALITIES OF TEXAS CITY, LA MARQUE AND DICKINSON; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT BY THE CITY ADMINISTRATOR; AND PROVIDING AN EFFECTIVE DATE.**

ITEM 9.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Resolution Number XXX-2020 – **A RESOLUTION OF THE CITY OF DICKINSON, TEXAS, PROVIDING FOR THE HOLDING OF A GENERAL ELECTION ON MAY 2, 2020 FOR THE PURPOSE OF ELECTING THE MAYOR AND**

THREE (3) COUNCIL MEMBERS FOR POSITIONS 1, 3 & 5; PROVIDING DETAILS RELATING TO THE HOLDING OF SUCH ELECTION; PROVIDING FOR THE INCORPORATION OF PREAMBLE AND AN EFFECTIVE DATE.

- ITEM 10.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number XXX-2020 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, ORDERING A SPECIAL ELECTION TO BE HELD ON MAY 2, 2020, FOR THE PURPOSE OF FILLING AN UNEXPIRED TERM FOR CITY COUNCIL POSITION NO. 2; PROVIDING DETAILS RELATING TO THE HOLDING OF SUCH ELECTION; PROVIDING FOR THE INCORPORATION OF PREAMBLE AND AN EFFECTIVE DATE.
- ITEM 11.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number XXX-2020 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING AN AGREEMENT WITH HUITT-ZOLLARS, INC. FOR ENGINEERING AND SURVEYOR SERVICES IN CONNECTION WITH HURRICANE HARVEY COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR) PROGRAM INFRASTRUCTURE PROJECTS; AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE AN AGREEMENT FOR SUCH SERVICES; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.
- ITEM 12.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number XXX-2020 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BETWEEN THE CITY OF DICKINSON, TEXAS (CITY), AND PURPLE WAVE, INC. (AUCTIONEER), AUTHORIZING PURPLE WAVE TO CONDUCT PROPERTY AUCTIONS ON BEHALF OF THE CITY OF DICKINSON; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.
- ITEM 13.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number XXX-2020 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING TWO PROFESSIONAL SERVICES AGREEMENTS WITH IDS ENGINEERING GROUP, INC. FOR PROFESSIONAL SERVICES FOR THE PREPARATION OF CONSTRUCTION DOCUMENTS FOR THE RECONSTRUCTION OF MULTIPLE ROADWAYS IN THE CITY OF DICKINSON; 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: Ordinance Number XXX-2020 – **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, ORDERING A SPECIAL ELECTION TO BE HELD ON MAY 2, 2020, TO SUBMIT PROPOSED CHARTER AMENDMENTS TO THE VOTERS FOR THEIR APPROVAL; PROVIDING AN ESTIMATE OF THE ANTICIPATED FISCAL IMPACT TO THE CITY IF THE PROPOSED AMENDMENTS ARE APPROVED; PROVIDING FOR THE PUBLICATION OF NOTICE OF THE ELECTION; AND MAKING OTHER FINDINGS AND PROVISIONS RELATING TO THE HOLDING OF SUCH ELECTION.**

ITEM 15.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Appointments/Reappointments to Boards and Commissions.

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.

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

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 28, 2020**, was posted on the bulletin board at City Hall, 4403 Highway 3, Dickinson, Texas, on this the 24th 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 28, 2020
Regular Meeting**

<u>MAYOR/COUNCIL</u>	<u>PRESENT</u>	<u>ABSENT</u>
MAYOR JULIE MASTERS	_____	_____
POS. 1: COUNCILMEMBER CHARLES SUDERMAN	_____	_____
POS. 2: COUNCILMEMBER SEAN SKIPWORTH	_____	_____
POS. 3: COUNCILMEMBER WALTER WILSON	_____	_____
POS. 4: COUNCILMEMBER WALLY DEATS	_____	_____
POS. 5: COUNCILMEMBER LOUIS DECKER	_____	_____
POS. 6: COUNCILMEMBER WILLIAM KING	_____	_____
 <u>ALSO IN ATTENDANCE:</u>		
City Attorney David W. Olson	_____	_____
City Administrator Chris Heard	_____	_____
Finance Director 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

**Quarterly Investment
Report & Financials for
Period Ending December
31, 2019**

**Dickinson City Council
Agenda Item Data Sheet**

MEETING DATE: January 28, 2020

TOPIC:	Quarterly Investment Report & Financials for Period Ending December 31, 2019.
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BACKGROUND:	<p>Per the City's Investment Policy, the Investment Officer shall prepare an investment report at least quarterly, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last quarter. This investment report covers the quarter ending December 31, 2019.</p> <p><u>Investment Report</u></p> <ul style="list-style-type: none"> ▪ As of December 31, 2019, the City has over \$9.7 million in cash and investments. ▪ The City has earned \$13,586 in interest for the period to date. ▪ As of December 31, 2019, Capital One Bank pledged \$9,088,989.32 or 102% in collateral for excess of the \$250,000 secured by FDIC. <p><u>General Fund Summary</u></p> <ul style="list-style-type: none"> ▪ Sales Tax Revenue through the period is \$2 million. ▪ Property Tax is through the period is over \$1.9 million. ▪ Licenses and Permits revenues are on track for the current quarter. ▪ Court Fines and Fees are on track for the current quarter. ▪ Total Revenue is over \$4.5 million which is up from this time last year. ▪ Overall Expenditures were in-line with the budget for this period to-date. ▪ Overall, net Revenue less Expenditures is over \$1.3 million.
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RECOMMENDATION:	N/A
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ATTACHMENTS:	<ul style="list-style-type: none"> • Quarterly Investment and Financial Report for FY2019-2020 Period Ending December 31, 2019
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FUNDING ISSUES:	<input checked="" type="checkbox"/> Not applicable – no dollars are being spent or received. <input type="checkbox"/> Full amount already budgeted in Acct/Project# _____ <input type="checkbox"/> Not budgeted, if approved, the following will be included in the next Budget Amendment
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FINANCE VERIFICATION OF FUNDING:	N/A
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SUBMITTING STAFF MEMBER:	CITY ADMINISTRATOR APPROVAL:
Kristen Woolley, Finance Director	

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



CITY OF DICKINSON

FY2019-2020

QUARTERLY INVESTMENT AND FINANCIAL REPORT

PERIOD ENDING DECEMBER 31, 2019

**FY2020 First Quarter Investment Report
Period Ended December 31, 2019**

G/L Account	Description	Book Value	Current Interest Rate	Yield to Maturity	Maturity Date	Days to Maturity	Beginning Market Value for Period	Changes to Market Value	Ending Market Value for Period	Interest Paid YTD
Cash in Demand Accounts										
99-1120	Capital 1 - Operating Acct	\$ 1,289,417	0.40%	0.00%	Demand	1	\$ 1,564,605	\$ (275,188)	\$ 1,289,417	\$ 251
01-1121	Capital 1 - Supplemental Acct	\$ 2,821,901	0.40%	0.00%	Demand	1	\$ 1,883,335	\$ 938,566	\$ 2,821,901	\$ 3,092
15-1120	Capital 1 - PID#1 Acct	\$ 533,402	0.40%	0.00%	Demand	1	\$ 429,500	\$ 103,902	\$ 533,402	\$ 404
02-1270	Capital 1 - Debt Service	\$ 136,693	0.40%	0.00%	Demand	1	\$ 79,831	\$ 56,862	\$ 136,693	\$ 65
03-1255	Capital 1 - State Narcotics	\$ 9,225	0.40%	0.00%	Demand	1	\$ 6,404	\$ 2,821	\$ 9,225	\$ -
03-1256	Capital 1 - Awarded Fed. Seized	\$ 204,328	0.40%	0.00%	Demand	1	\$ 213,598	\$ (9,270)	\$ 204,328	\$ 153
03-1258	Capital 1 - Awarded State Seized	\$ 14,549	0.40%	0.00%	Demand	1	\$ 14,549	\$ -	\$ 14,549	\$ -
01-1288	Capital 1 - Employee Ben. Trust	\$ 17,268	0.40%	0.00%	Demand	1	\$ 27,461	\$ (10,194)	\$ 17,268	\$ -
08-1120	Capital 1 - Street Maintenance	\$ 3,295,729	0.40%	0.00%	Demand	1	\$ 3,104,763	\$ 190,966	\$ 3,295,729	\$ 4,024
05-1120	Capital 1 - Harvey Relief Fund	\$ 21,143	0.40%	0.00%	Demand	1	\$ 21,143	\$ -	\$ 21,143	\$ -
01-1289	Capital 1 - EMS Deposits	\$ 159,454	0.40%	0.00%	Demand	1	\$ 76,774	\$ 82,680	\$ 159,454	\$ 18
Total Cash in Demand Accounts		\$ 8,503,108					\$ 7,421,963	\$ 1,081,145	\$ 8,503,108	\$ 8,006
Invested in Government Pools										
01-1259	TexPool - General Fund	\$ 1,277,567	1.62%	1.62%	Demand	1	\$ 1,271,987	\$ 5,580	\$ 1,277,567	\$ 5,580
Total Invested in Government Pools		\$ 1,277,567					\$ 1,271,987	\$ 5,580	\$ 1,277,567	\$ 5,580
TOTAL ALL INVESTMENTS		\$ 9,780,675					\$ 8,693,950	\$ 1,086,725	\$ 9,780,675	\$ 13,586

Investment Category	Book Value	Percentage	Weighted Average Maturity (Days)
Cash in Demand Accounts	\$ 8,503,108	86.94%	1.00
Government Pools	\$ 1,277,567	13.06%	1.00
Certificates of Deposit	\$ -	0.00%	0.00
TOTAL	\$ 9,780,675	100.00%	1.00

Investment schedules presented per the provisions of the Texas Code Chapter 2256 (Public Funds Investment Act) and the City of Dickinson Investment Policy

The City requires its depository banks to provide collateral for all deposits in excess of Federal Deposit Insurance. As of December 31, 2019, the market value of collateral pledged to the City was \$9,088,989.32 pledged by Capital One.

Unrealized gain/loss is the difference between the market value of the City's securities and what it paid for them. Gains and losses are realized only when a security is sold prior to maturity. Since it is the City's practice to hold all securities to maturity, it is unlikely that unrealized gains and losses will be realized. As of December 31, 2019, the City had no unrealized gains or losses.

In view of historically low interest rates, the recommended investment strategy for the next fiscal quarter is to invest primarily in shorter term Certificates, Bonds and Investment Pools. The recommended strategy is currently being implemented.


Prepared by: Kristen Woolley, Finance Director

CITY OF DICKINSON
STATEMENT OF NET REVENUES - GENERAL FUND
FY 2020 First Quarter
Period Ending: December 31, 2019

	FY 2020 Amended Budget	FY 2020 Actuals As of 12/30/2019	FY 2020 Over/(Under) Budget	FY 2020 % Realized
REVENUES				
Sales Tax	6,900,000	2,004,058	(4,895,942)	29.0%
Ad Valorem (Property) Tax	3,974,300	1,932,224	(2,042,076)	48.6%
Other Taxes	60,000	-	(60,000)	0.0%
Franchise Fees	1,036,000	22,880	(1,013,120)	2.2%
Licenses & Permits	392,600	105,213	(287,387)	26.8%
Court Fines & Fees	610,900	139,784	(471,116)	22.9%
Charges for Service	446,000	78,923	(367,077)	17.7%
Miscellaneous Income	43,500	34,010	(9,490)	78.2%
Interest Income	30,000	2,387	(27,613)	8.0%
Intergovernmental Income				
Bullet Proof Vest Grant	8,700	-	(8,700)	0.0%
Federal E.M.P.G. Grant	30,000	-	(30,000)	0.0%
Contract for Jail Services	12,000	-	(12,000)	0.0%
Ambulance DHS Football	2,300	-	(2,300)	0.0%
Transfer From DEDC	32,300	8,083	(24,217)	25.0%
Transfer From DMD #1	150,000	55,101	(94,899)	36.7%
TX HHSC Reimbursement	142,400	-	(142,400)	0.0%
Galveston Co. Interlocal	-	150,000	150,000	0.0%
Emergency Service Co. Fee	162,000	13,500	(148,500)	8.3%
Transfers & Other Sources				
Transfer From PID#1	15,000	-	(15,000)	0.0%
TOTAL TOTAL REVENUES	14,048,000	4,546,164		
EXPENDITURES				
1 Administration	591,550	138,380	453,170	23.4%
2 Finance	343,350	89,624	253,726	26.1%
3 Community Development	611,700	138,838	472,862	22.7%
4 Municipal Court	348,600	73,202	275,398	21.0%
5 Police Department	4,595,130	1,054,202	3,540,928	22.9%
10 Fire Marshal	168,820	22,392	146,428	13.3%
11 Emergency Management	119,200	13,198	106,002	11.1%
12 Public Works	1,182,600	313,638	868,962	26.5%
13 Information Technology	460,100	66,293	393,807	14.4%
15 Library	419,550	88,792	330,758	21.2%
17 EMS	1,401,700	249,051	1,152,649	17.8%
40 Economic Development	3,969,500	685,654	3,283,846	17.3%
18 City-Wide Services	939,120	267,713	671,407	28.5%
TOTAL EXPENDITURES	15,150,920	3,200,976		
REVENUE-EXPENDITURES	(1,102,920)	1,345,188		
EST. BEGINNING FUND BALANCE	4,957,570	4,957,570		
89 Transfer to Other Funds	31,610	7,903		
EST. ENDING FUND BALANCE	3,823,040	6,294,855		

CITY OF DICKINSON
STATEMENT OF NET REVENUES - OTHER FUNDS
FY20 First Quarter
Period Ending: December 31, 2019

	FY 2020 Amended Budget	FY 2020 Actuals As of 12/31/2019	FY 2020 Over/(Under) Budget	FY 2020 % Realized
DEBT SERVICE FUND				
REVENUES				
Property Tax	714,100	416,707	(297,393)	58.4%
Interest Income	1,000	78	(922)	7.8%
<u>Transfers & Other Contributions</u>				
DEDC	67,380	-	(67,380)	0.0%
WCID #1 Contribution	87,000	86,964	(36)	100.0%
TOTAL REVENUES	\$ 1,583,580	\$ 503,749		
EXPENDITURES				
Issue Cost & Cont. Disclosure	6,000	-	6,000	0.0%
<u>Principal</u>				
2009 GO Refund	115,000	-	115,000	0.0%
2014 GO Refund	525,000	-	525,000	0.0%
<u>Interest</u>				
2009 GO Refund	50,700	-	50,700	0.0%
2009 CO	57,780	-	57,780	0.0%
2014 GO Refund	116,580	-	116,580	0.0%
TOTAL EXPENDITURES	871,060	-		
NET REVENUES	\$ 712,520	\$ 503,749		

	FY 2020 Amended Budget	FY 2020 Actuals As of 12/31/2019	FY 2020 Over/(Under) Budget	FY 2020 % Realized
STREET MAINTENANCE FUND				
REVENUES				
Street Maint. Sales Tax	1,500,450	501,015	(999,435)	33.4%
Transfer From DMD#1	100,000	37,500	(62,500)	37.5%
Interest Income	5,000	3,003	(1,997)	60.1%
TOTAL REVENUES	\$ 1,605,450	\$ 541,518		
EXPENDITURES				
Salaries & Benefits	594,200	85,596	508,604	14.4%
Supplies	38,500	2,474	36,026	6.4%
Maintenance	442,000	25,841	416,159	5.8%
Operational Expenses	135,700	19,161	116,539	14.1%
Contract Services	65,000	30,488	34,512	46.9%
Capital Expenses	2,122,000	210,681	1,911,319	9.9%
TOTAL EXPENDITURES	\$ 3,397,400	\$ 374,240		
NET REVENUES	\$ (1,791,950)	\$ 167,278		
BAYOU LAKES PUBLIC IMPROVEMENT DISTRICT NO. 1				
REVENUES				
Pentalty & Interest	1,000	279	(721)	27.9%
Assessments	325,000	106,557	(218,443)	32.8%
Attorney Fees	1,200	251	(949)	20.9%
Refunds	-	-	-	0.0%
Interest Income	300	-	(300)	0.0%
TOTAL REVENUES	\$ 327,500	\$ 107,087		
EXPENDITURES				
Audit & CAFR	3,600	-	3,600	0.0%
Collection Fees	11,000	-	11,000	0.0%
Developer Reimbursement	300,000	-	300,000	0.0%
Tax Refunds to Homeowners	6,700	-	6,700	0.0%
Transfer to General Fund	15,000	-	15,000	0.0%
TOTAL EXPENDITURES	\$ 336,300	\$ -		
NET REVENUES	\$ (8,800)	\$ 107,087		

	FY 2020 Amended Budget	FY 2020 Actuals As of 12/31/2019	FY 2020 Over/(Under) Budget	FY 2020 % Realized
VEHICLE EQUIPMENT REPLACEMENT FUND				
REVENUES				
Transfer in from DMD #1	-	-	-	0.0%
Insurance Claims	-	-	-	0.0%
Transfer from General Fund	-	-	-	0.0%
Misc. Revenues	-	-	-	0.0%
Auction Proceeds	-	-	-	0.0%
TOTAL REVENUES	\$ -	\$ -	\$ -	
EXPENDITURES				
Interest Expense	7,127	-	7,127	0.0%
<u>Furniture & Equipment</u>				
Police Department	67,207	-	67,207	0.0%
TOTAL EXPENDITURES	\$ 74,334	\$ -		
NET REVENUES	\$ (74,334)	\$ -		

BUILDING MAINTENANCE FUND				
REVENUES				
Transfer from General Fund	-	-	-	0.0%
Insurance Claims	-	-	-	0.0%
TOTAL REVENUES	\$ -	\$ -	\$ -	
EXPENDITURES				
City Hall Repairs	20,000	-	20,000	0.0%
Public Safety Building Repairs	5,000	-	5,000	0.0%
Library Repairs	250,000	-	250,000	0.0%
Animal Shelter - Construction	-	390,260	(390,260)	0.0%
TOTAL EXPENDITURES	\$ 275,000	\$ 390,260		
NET REVENUES	\$ (275,000)	\$ (390,260)		

	FY 2020 Amended Budget	FY 2020 Actuals As of 12/31/2019	FY 2020 Over/(Under) Budget	FY 2020 % Realized
SPECIAL REVENUE FUNDS				
REVENUES				
Other Taxes	30,000	-	(30,000)	0.0%
Court Fines & Fees	23,000	5,767	(17,233)	25.1%
Miscellaneous Income	200	137	(63)	68.5%
Intergovernmental Income	60,000	9,800	(50,200)	16.3%
Transfers & Other Sources	31,600	7,903	(23,698)	25.0%
TOTAL REVENUES	\$ 144,800	\$ 23,607		
EXPENDITURES				
Miscellaneous Grants	3,500	19,189	(15,689)	548.3%
Child Safety	450	-	450	0.0%
Court Efficiency	12,600	-	12,600	0.0%
Court Security	32,135	2,842	29,293	8.8%
Court Technology	20,000	10,134	9,866	50.7%
Federal Seized	102,400	9,500	92,900	9.3%
Library Trust Fund	25,700	4,311	21,389	16.8%
Library Grant Fund	6,000	3,102	2,898	51.7%
VOCA Grant	80,200	16,024	64,176	20.0%
Hotel/Motel Tax Fund	-	-	-	0.0%
TOTAL EXPENDITURES	\$ 282,985	\$ 65,101		
NET REVENUES	\$ (138,185)	\$ (41,494)		

ITEM 6

Reports

ITEM 6A

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

ITEM 6B

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

ITEM 6C

Update on Public Works Projects

ITEM 6D

City Administrator's Report



City Administrator's News and Notes

Dec 2019-Jan 2020

Happy New Year!

I wanted to take this time to wish you and your family a very Happy New Year. By now, we have had more turkey, ham and pie than we can handle. But once the holiday hustle and bustle winds down, we open the door to a new year, new beginnings, and new goals.

In December, the City held the Annual Employee Chili Cookoff, and brought back the Departmental Tree Decorating Contest (hosted by the Library). Congratulations to the winners of those events, as follows:

Chili Cookoff:

- 1st Place – Esther Montalvo (Police)
- 2nd Place – Michael Miles (Public Works)
- 3rd Place – Irma Rivera (Municipal Court)

Tree Decorating:

Best Tree Award – Municipal Court



Departmental News

DICKINSON PUBLIC LIBRARY

November and December were busy months at the Library. The library hosted numerous events for the holiday season. A few of the highlighted events in November was Edward Jones Retirement Seminar, Holiday Card Craft night, Family Ornament night, and a Turkey craft drop-in for the kids. In December, the library hosted Santa on the 8th, the departmental tree decorating contest, and a family ornament night after the Rotary Christmas parade along with having Santa at the library again.



In addition, the library also had a fun family evening with "Dinner and a Movie" showing ELF. As always, the library had a busy holiday season but was so happy to have such fun programming to provide for the Dickinson Community.



Throughout 2019, the library increased its programming for both children and adults in the community. One of the new offerings is STEM programming which helps give children the opportunity to have hands on experiences with coding, circuitry and basic makerspace activities. T-shirt making, oil painting classes and a teen study hour have also been added. In the Fall, the library hosted a Harry Potter event which is on course to become an annual event.



PUBLIC WORKS

Public Works has been taking advantage of the wet weather to clean and organize the Public Works site. This is providing the added benefit of training employees on equipment in a controlled setting.

You may have seen orange colored stakes around the City next to street signs and wondered what their purpose is. The City's Public Works crew is changing out posts and stop signs in the Colonial Estates

Area, as well as some street signs as needed. The posts are replaced in a two-part process. First, a metal sleeve is set in concrete. Once the concrete cures the pole can be slid into the sleeve and bolted in place. While the concrete is curing, the orange sticks are placed as a visual reference to prevent someone from tripping over the sleeve.



The Public Works Department continues to monitor the various street sections that we've milled and regraded. With the wet weather some of these sections are showing wear. We will be addressing this with our blade, skid steer and roller. We will also reapply oil to seal the roadways. This temporary solution will be permanently addressed later this year

The Public Works Department assisted during the Christmas Parade by placing traffic control devices to manage the traffic and then picking them up after the parade.

During the month of December and first two working days in January, the street sweeper swept the full circuit twice.

The department's two newest pieces of equipment, the slope mower and the skid steer are continuing to be out in the field mowing ditches and maintaining the streets and drainage in the neighborhoods.



POLICE DEPARTMENT

Field Training Program

During the month of December, Probationary Police Officers Ricky Valdez and Chassidy Porter successfully completed the field training evaluation process and have been released to an assigned shift. Both officers have progressed beyond standard expectations and are on pace to have a phenomenal start in their law enforcement career.

Patrol Recruiting Team

During the month of December, Sergeant Montgomery and Officer Chassidy Porter executed a recruiting program at the Community College. The overall response was positive, and several academy recruits have applied for the current positions in patrol.

Proactive Patrol Activity

During the month of December, Officer Carlos Azocar made a traffic stop resulting in felony arrest of a suspect for large amounts of narcotics and outstanding felony warrants. This arrest netted a large quantity of narcotics and identified several major criminal suspects involved in drugs crimes within the City.

Patrol Training

During the month of December Sergeant Montgomery completed DWI and Major Accident Re Construction Training. This degree of training will benefit the agency with the teaching of this material to the inexperienced officers under the supervision of Sgt. Montgomery and within the division.



FACILITIES

Work at the Railroad Museum continues, and at 90% completion the project is expected to wrap up in February. The A/C vents are being cleaned and the area around them painted – this is expected to be complete by the end of January. The fire alarm system at City Hall and the Library have continued to have a communication failure, which the department is working to resolve.

Above: Furniture and other items are being moved back into the Museum after renovations.

ECONOMIC DEVELOPMENT

Economic Development has been busy working on a targeted scope of work, including the completion of legacy projects already initiated, prospecting and promotion of new development opportunities, increasing tourism and visitation, and the marketing/branding of Dickinson outside its boundaries. Once the City completes its updated Comprehensive Master Plan later in 2020, DEDC staff will prepare an Economic Development Strategic Plan charting a defined path resulting in the continued growth and revitalization of Dickinson's economy.

FIRE MARSHAL

In November, the Fire Marshal attended the Greater Houston Area Fire Marshals Council Conference in Pasadena for training. Fire Safety and Fire Extinguisher training was held for WCID on November 27 with approximately 40 personnel in attendance.

In December, the Fire Marshal attended several planning meetings with developers for numerous different proposed projects within the City and contributed collected donations to the GHAFMC Shriner's Hospital Children's Burn Center Christmas visit.

MUNICIPAL COURT

In late November, the camera equipment for the municipal court camera project was purchased. Installation of the new lines for the project began in December (Phase I) and installation of the new cameras is expected in January (Phase II). The project is expected to conclude in late January.

In late December, the Municipal Court upgraded InCode software for the upcoming 86th Legislative updates. Significant changes have occurred regarding court costs that will take effect for conviction of offenses committed on or after January 1, 2020. The court is working closely with judicial staff and finance staff to assure that collection of court costs is allocated correctly to both the state and city.

EMS



Employee Spotlight:
Tawny Nappier
Cataloging Librarian

Tawny has successfully written and executed two STEM Grants that have provided circuitry programming to the children of the Dickinson community. She saw a need and wanted to make sure it was filled to give children the opportunity to have hands on experience with STEM and STREAM activities that they may not have been exposed to in school.

Overall, Tawnya thinks outside of the box, and finds a way to not only fund but create opportunities for the Dickinson Community.

COMMUNITY DEVELOPMENT

The Community Development staff is participating in Continued Education opportunities in February by attending the Houston Building Professionals Institute (BPI). Not only does this secure required CE hours, it also helps Community Development staff to keep up with latest trends and changes in laws that have taken effect over the past year.

Community Development staff has continued to scan records (new & old) to facilitate a more efficient process to respond to information requests received.

Subdivisions:

Bayou Lakes Subdivision: Section 4 infrastructure is approximately 90% complete, all the streets are in preliminary testing on the sewer and water has been completed. Building permits are expected to begin being issued within the next month or two.

Bayou Bend Estates Subdivision: Work continues on the storm drainage as well as the site drainage; the streets are approximately 95% completed.

Bayou Maison Subdivision: In Section 1 there are approximately 5 lots to build. In Section 2 work is underway to complete the streets drainage and infrastructures. Building permits are expected to begin being issued within the two months.

New Homes:

- From January 1, 2019 thru December 31, 2019, the department has issued 100 houses.
- As of January 23, 2020, the department has issued 4 houses.

Commercial Development:

Whataburger, 3300 Gulf Freeway, is being converted to a Mexican Food Restaurant and is currently at 65% completion.

The Garden Hotel, 2401 W. Hughes Lane, has broken ground and staff are working the inspections for the project.

Ziegler's, 2308 E. FM 517 Rd., has requested a meeting to discussed permits and construction requirements; renovations are expected to begin within 30 days.

Project Updates

Bayou Animal Services Shelter

The new animal shelter is expected to be complete by the end of the January. Friends of Bayou Animal Services will be hosting a "Sip and See" on February 6, 2020, at 6 pm for those who would like to take a sneak peek.



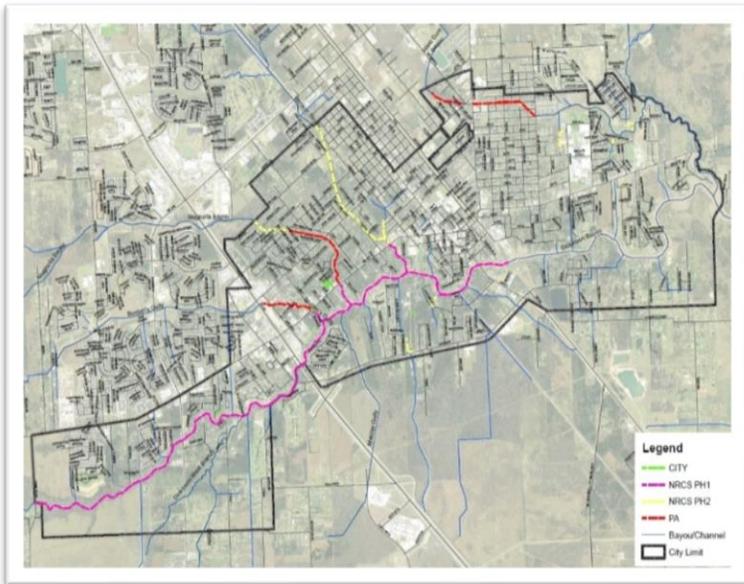
In addition to the new shelter, BAS staff has updated policies and procedures and is working diligently to update ordinances to better serve our community.

Transition of the City's Franchise Agreement for Solid Waste

During the months of November and December the City worked with WCID #1 to develop an interlocal agreement for the management of solid waste for the community. Once the interlocal was in place, the RFP process followed, and WCID #1 has selected AmeriWaste to provide solid waste collection for the City of Dickinson. It is our goal to make this process as seamless as possible for our residents. More information will be coming out soon regarding the transition in solid waste providers.

De-snagging and Debris Removal from the tributaries Borden's Gully, Magnolia and Benson Bayou, and the tributary to Gum Bayou

During the middle of December, this project was wrapped up, which included work on Dickinson Bayou that was completed throughout the year. The work around the community and in the tributaries removed vegetation and debris along almost 26,000 linear feet of our water ways. This work and the work performed in Dickinson Bayou for de-snagging and debris removal came totaled around \$3 million in mitigation investment for the community. The City, County, State and Federal partners worked together to make this happen.



Comprehensive Plan Update

I have been diligently working to determine the best path forward for the development of an updated comprehensive plan. This item is a priority for Council and as such, is budgeted in the 2020 budget. The GLO will have funds available for planning programs in the next 90 days or so. This program will furnish 100 million dollars under their Resilient Communities Programs, which aids in a community's development, adoption and implementation of modern and resilient building codes, flood damage prevention ordinances, and local plans. It would be in the City's best interest to

review the program specific information once it becomes available.

CDBG-DR Infrastructure Update

The application has been submitted and is under review. As part of the review process, the GLO provides comments and questions on the application. We have addressed the comments and questions and will continue to wait for next steps – we were happy to receive the feedback so quickly! The final RFI was complete in mid-September at which time the GLO stated that the application was being processed and moved to the contract department. Based on conversations with GLO representatives, we can expect to receive a contract toward the end of the year. Approving the contract will be Council's next action. Below are the projects that were included in the application for the CDBG-DR Infrastructure funds:

Tributary to Gum Bayou Widening

In an effort to mitigate flood impacts from a regional perspective, the Team presented the Tributary to Gum Bayou Widening project which will effectively increase the conveyance and storage capacity of the tributary. The installation of new culverts and widening is anticipated to reduce the impact of extreme flood events within the residential areas north of FM 517.

Nicholstone Street/Drainage Improvements

In an effort to mitigate flood impacts from a localized perspective, the Team presented the Nicholstone Street/Drainage Improvements. The proposed improvements will reconstruct the existing streets and make drainage improvements. It is anticipated that the improvements will provide significant relief to the residents in the Nicholstone area as well as the surrounding regions. The Streets are Kansas, Texas and 34th.

Pin Oak Drainage Improvements

In an effort to mitigate flood impacts from a localized perspective, the Team presented the Pin Oak Drainage Improvements. The proposed improvements are anticipated to provide adequate conveyance for the associated watershed encompassing Pin Oak Drive to Magnolia Bayou. Installation of new storm sewer pipe with inlets along with desilting and modification of roadside ditches is expected to provide immediate relief to the Pin Oak Drive and surrounding residential area.

CDBG-DR Acquisition Update

Acquiring properties for the purpose of flood mitigation and/or redevelopment will allow the City to address flood mitigation from a local and regional perspective. Properties will be strategically selected in order to develop long-term recovery and future flood mitigation activity. In addition, the City will identify properties that have high probability of redevelopment and encourage developers to mitigate the properties and for future housing development. The focus of these activities will be to encourage future flood mitigation activity and redevelopment thereby eliminating the flood impacts on residential structures. The application was submitted on August 29, 2019 and is under review. We have answered all of the RFI's on this application and we anticipate receiving a contract soon.

Flood Mitigation Assistance

The FMA provides funding to states, territories, federally-recognized tribes and local communities for projects and planning that reduces or eliminates long-term risk of flood damage to structures insured under the NFIP. FMA funding is also available for management costs. Funding is appropriated by Congress annually.

There are many criteria needed for a home to be eligible for inclusion in the program. More important than the application itself (which includes proof of insurance, proof of loss from NFIP, a certificate of elevation, a FEMA Acknowledgement Form, and a FEMA Declaration and Release Form), is the financial feasibility of the project, which is assessed by a Benefit Cost Analysis (BCA) review. Prior to the application deadline of 1/31/2020, the City submitted twelve application packets for BCA review.

JSWA, Inc. Mitigation and Buyout Consultants completed a BCA review and, in short, the cost analysis determined that the application for the twelve houses would not be financially feasible; therefore, no further action will be taken at this time. The City is maintaining a list of eligible properties so that when additional funding programs become available, we will be able to identify qualifying properties and be ready to apply for those programs. One program we are watching is the Resilient Home Program

The Resilient Home Program will be releasing its guidelines in the coming months. This program is anticipated to have around \$100 million available for assistance. We will be tracking this program and the other 11 programs due out this spring.

The Texas Power Switch Program

DICKINSON —The Texas Power Switch is an electricity switching program that gives residents the opportunity to join together and get a lower rate on electricity by asking providers to bid on the group's business. The city is not paying any money to be part of the program and is not receiving any money for helping to promote it. There is also no cost to those who choose to participate.

Residents have to choose to register for the program to be able to take advantage of rate that is received during an upcoming auction. Those who register do not have to accept the rate offered following the auction and can simply choose to continue with their current electricity provider.

A growing number of communities are partnering with the Texas Power Switch program. Waco, Farmers Branch and Lancaster are among other Texas cities taking advantage of a program that has helped save residents an average of \$375 a year on their electricity bills.

How it works:

- Register for free at www.texaspowerswitch.com/dickinson.
- Registrants will automatically be entered into a group made up of other registrants.
- Electric providers will compete for the group's business by offering their best rates and the lowest rate wins.
- All registered residents will receive a personal offer email by February 14, 2020 and can then decide whether to accept the offer or not. There is no obligation to switch.
- The Texas Power Switch team will oversee the transition to the new electric provider for all residential customers who accept the winning offer.

ITEM 6E

Update on Activities of the Dickinson Economic Development Corporation

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

January 14, 2020

The Dickinson City Council met in a duly called and announced **REGULAR MEETING** on **Tuesday, January 14, 2020**, 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 7:02 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, and Louis Decker. Council Member William H. King, III was absent. Also present were City Attorney Derra Purnell, City Administrator Chris Heard, Finance Director Kristen Woolley, Interim Director of Public Works Ronald Sullivan, Police Chief Ron Morales, Fire Marshal Burt Heddles, Library Director Julianne Lane, Assistant to the City Administrator Kerilyn Bascle, and Assistant to the Director of Public Works Andrew Crawford.

ITEM 2.) INVOCATION

Mayor Masters gave the invocation.

ITEM 3.) PLEDGE OF ALLEGIANCE

Council Member Deats led the Pledge of Allegiance.

ITEM 4.) PROCLAMATIONS

A.

ITEM 5.) ANNOUNCEMENTS AND PRESENTATIONS:

A. Council Comments.

- Welcome and thank you to all for attending the meeting.
- Council Members Decker and Wilson announced that they would be filing to run for reelection in the May General Election.
- Council Member Suderman announced that he would not seek reelection in May, noting that he was first elected to Council in 2005 with the intention of serving two or three terms. He spoke of Council's accomplishments during his tenure and said that he hoped that he was able to leave the City in a better condition than when he started.

Council Member Deats thanked him for his service to Dickinson and said that he would be missed.

- Mayor Masters announced that she would not seek reelection in May, having served for 15 years. She said that she has placed the City in front of her family for too long and that she has had time to reconsider her priorities. Mayor Masters thanked the citizens for their years of support and encouraged everyone to vote for Jessie Brantley to succeed her as Mayor.
- Drainage ditches across the city are being improved.
- Council Member Deats would like for staff to authorize the organizers of the “Little Italy Festival” to use City Hall’s grounds for their event.
- There are some items that Council Member Deats has been asking to be put on the agenda but are not on there. Those items include an interlocal agreement with Dickinson Economic Development Corporation, lease agreements for the use of City facilities, and new regulations for vacation rentals.
- Agenda items often lack the “Agenda Item Data Sheet” that Council used to receive. The sheets, which provide an executive summary of the item, are very useful to Council.
- There is no City Administrator’s update on this agenda, but some members of Council are interested in knowing when the vacant staff positions will be filled. City Administrator Chris Heard declined Mayor Masters’ invitation to address this concern during the meeting.
- Council Member Deats made a motion to add an item to the next Council meeting to remove Chris Heard from the board of Dickinson Economic Development Corporation. City Attorney Derra Purnell said that the motion was not necessary; Council Member Deats’ request during the meeting was sufficient to ensure that the item is added.
- Council Member King is currently in the hospital, and we all wish him a speedy recovery.
- Council Member Skipworth said that he would like an update on several projects: the elevation grant application, the buyout/acquisition program, the transition of solid waste collection services, and the planned update to the City’s Comprehensive Plan.
- Paul Hopkins Park’s new pedestrian bridge is now in place. Galveston County will soon also replace the restroom facilities at the park.
- The Knights of Columbus will host many fish fry events in the coming months, with the next one on February 7, then weekly from February 28 through April 3. There will not be a fish fry on Good Friday.

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

Ami Cotharn, a representative from Galveston County Health District, addressed Council and provided information regarding the Community Challenge and the many programs that the District provides to our community.

C. Charter Review Commission Final Report.

The City Council agreed to accept the Charter Review Commission's Final Report as presented.

ITEM 6.) REPORTS:

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

Council Member King was absent, so this Item was not discussed.

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.

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.**

Jacqueline Valcoviak, P.O. Box 716, Kemah, Texas – Ms. Valcoviak thanked the members of the Charter Review Commission for their work. She believes that the form of government in Dickinson is broken and that the repeated request from citizens to Council are being ignored. Ms. Valcoviak said that some members of Council have served for 15 years, and that Council Member Decker has served for 24 years, in addition to each member's many other committee obligations. New members of Council, she said, would bring accountability and new energy. Ms. Valcoviak encouraged Council to place all of the Charter Review Commission's recommended changes to the City Charter on the ballot. Finally, she asked that the City commit in writing and on City letterhead to allowing the Dickinson Little Italy Festival to use the City Hall's grounds for their event.

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 1807-2020 – **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.**

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

VOTE:

5 AYES (Suderman, Skipworth, Wilson, Deats, Decker)

0 NAYS

MOTION PASSED

- ITEM 9.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance Number 946-2020 – **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)

Council Member Deats made a motion to approve the Ordinance in two readings, and Council Member Wilson seconded the motion. There being no discussion, Mayor Masters called for the vote.

VOTE:

5 AYES (Suderman, Skipworth, Wilson, Deats, Decker)

0 NAYS

MOTION PASSED

- ITEM 10.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance Number 947-2020 – **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)

Council Member Deats made a motion to approve the Ordinance in two readings, and Council Member Wilson seconded the motion. There being no discussion, Mayor Masters called for the vote.

VOTE:

5 AYES (Suderman, Skipworth, Wilson, Deats, Decker)

0 NAYS

MOTION PASSED

ITEM 11.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Ordinance Number 948-2020 – **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)**

Council Member Deats made a motion to approve the Ordinance in two readings, and Council Member Decker seconded the motion. There being no discussion, Mayor Masters called for the vote.

VOTE:

5 AYES (Suderman, Skipworth, Wilson, Deats, Decker)

0 NAYS

MOTION PASSED

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”.

Council Member Wilson made a motion to approve a six-month extension of the Specific Use Permit, and Council Member Deats seconded the motion. The applicant asked how he could avoid the time running out on his application, and City Administrator Chris Heard told him that he must submit his drawings to the City. There being no further discussion, Mayor Masters called for the vote.

VOTE:

5 AYES (Suderman, Skipworth, Wilson, Deats, Decker)

0 NAYS

MOTION PASSED

ITEM 13.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Resolution Number 1808-2020 – **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.**

Council Member Suderman made a motion to approve the Resolution, and Council Member Wilson seconded the motion. City Administrator Chris Heard addressed questions regarding the scope of the projects covered by the proposed agreement. There being no further discussion, Mayor Masters called for the vote.

VOTE:

5 AYES (Suderman, Skipworth, Wilson, Deats, Decker)

0 NAYS

MOTION PASSED

ITEM 14.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Resolution Number 1809-2020 – **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.

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

VOTE:

5 AYES (Suderman, Skipworth, Wilson, Deats, Decker)

0 NAYS

MOTION PASSED

ITEM 15.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Resolution Number 1810-2020 – **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.**

Council Member Suderman made a motion to approve the Resolution, and Council Member Skipworth seconded the motion. Council Member Deats asked for more information about the item, since it lacked an Agenda Item Data Sheet. City Administrator Chris Heard explained that the Task Work Authorization (“TWA”) would draw from the same approximately \$2.7 million contract that was approved in March 2019, and that the expenditures listed in the Resolution represented authorized expenditures and not the actual expenditures. Mr. Heard said that the desilting proposed by this TWA does not relate to the 500 cubic yards of desilting on Winding Way that Council approved during its October 8, 2019 meeting. Mr. Heard encouraged Council Member Deats to come to his office to ask him questions as he had them, but Council Member Deats said that he did not want to be the only member of Council to know the answers to his questions. There being no further discussion, Mayor Masters called for the vote.

VOTE:

5 AYES (Suderman, Skipworth, Wilson, Deats, Decker)

0 NAYS

MOTION PASSED

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.

Mayor Masters said that, unless a member of Council wished to hold an Executive Session, she saw no need for this Item. Council Member Deats asked that Council recess into Executive Session. Mayor Masters then recessed the regular meeting at 7:51 p.m.

ITEM 17.) RECONVENE

Mayor Masters reconvened the regular meeting at 8:06 p.m.

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

None.

ITEM 19.) ADJOURN

Council Member Wilson made a motion to adjourn the meeting at 8:06 p.m., and Council Member Skipworth seconded the motion. There being no discussion, Mayor Masters called for the vote.

VOTE:

5 AYES (Suderman, Skipworth, Wilson, Deats, Decker)

0 NAYS

MOTION PASSED

PASSED, APPROVED AND ADOPTED this the 28th 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 28, 2020

TOPIC	<p>Resolution Number XXX-2020</p> <p>A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF DICKINSON, TEXAS, AND TEXAS DEPARTMENT OF PUBLIC SAFETY FOR THE FAILURE TO APPEAR (“FTA”) SYSTEM; PROVIDING FOR THE TERMINATION OF THE PREVIOUS SUCH INTERLOCAL AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREMISES; AUTHORIZING EXECUTION OF THE INTERLOCAL COOPERATION AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.</p>
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BACKGROUND	<p>The current contract between the City of Dickinson and Texas Department of Public Safety (“TxDPS”) for the Failure to Appear (“FTA”) System was approved by Council through Resolution 1279-2012. With recent legislative changes that affect the FTA System, TxDPS is requiring the City of Dickinson to amend its existing contract.</p> <p>The main change is to adjust the fees associated with court operations. The Municipal Court is already operating in compliance with the new provisions of the law, so this agenda item updates the Interlocal Cooperation Agreement to reflect what is already being done.</p>
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RECOMMENDATION	Staff recommends approval of the Resolution.
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ATTACHMENTS	<ul style="list-style-type: none"> • Resolution Number XXX-2020 <ul style="list-style-type: none"> • Exhibit “A” to Resolution XXX-2020: Agreement • Letter from DPS
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FUNDING ISSUES	<input type="checkbox"/> Not budgeted <input checked="" type="checkbox"/> Full Amount already budgeted. <input type="checkbox"/> Funds to be transferred from Acct.# - -
-----------------------	--

SUBMITTING STAFF MEMBER	CITY ADMINISTRATOR APPROVAL
City Secretary/Clerk of the Court Alun Thomas by request from Court Administrator Irma Rivera	

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

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.dps.texas.gov



STEVEN C. McCRAW
DIRECTOR
SKYLOR HEARN
FREEMAN F. MARTIN
RANDALL B. PRINCE
DEPUTY DIRECTORS



COMMISSION
STEVEN P. MACH, CHAIRMAN
A. CYNTHIA LEON

January 10, 2020

Dear Court Administrator:

Enclosed please find the revised contract offered by the Texas Department of Public Safety to accommodate Chapter 706 of the Texas Transportation Code. Please complete all of the appropriate entries on the contract and arrange for the approval and signature of the presiding official authorized to sign contractual documents in your jurisdiction (mayor, city manager, county judge, etc.).

Only one (1) original signed contract should be submitted for each political subdivision; if you require a final copy for the court, please indicate so when you return the document. Signed contracts should be returned to:

Texas Department of Public Safety
Attn: Enforcement and Compliance Service
5805 North Lamar Blvd.
Austin, Texas 78752-0001

After the contract has been returned to the Department it will be processed for the appropriate signatures.

Any questions regarding the contract should be forwarded to Enforcement and Compliance Service; Tijuana Pendergrass at (512) 424-5431.

Sincerely yours,

Frances Gomez, Manager
Enforcement and Compliance Service

DIVIDER PAGE

RESOLUTION NUMBER XXX-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF DICKINSON, TEXAS, AND TEXAS DEPARTMENT OF PUBLIC SAFETY FOR THE FAILURE TO APPEAR (“FTA”) SYSTEM; PROVIDING FOR THE TERMINATION OF THE PREVIOUS SUCH INTERLOCAL AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREMISES; AUTHORIZING EXECUTION OF THE INTERLOCAL COOPERATION AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof; and

WHEREAS, the City Council has before it a proposed Interlocal Cooperation Agreement (“Agreement”) between the City of Dickinson, Texas (“City”) and Texas Department of Public Safety (“TxDPS”) for the Failure to Appear (“FTA”) System, 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 City’s best interests are served, the terms and conditions of the Agreement should be approved, and the Mayor should be authorized to execute the Agreement on behalf of the City of Dickinson, with such agreement superseding the existing Agreement.

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

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

Section 2. The City Council, after review of the terms and conditions thereof, hereby approves the attached Interlocal Cooperation Agreement between the City of Dickinson, Texas and Texas Department of Public Safety.

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. The Court Administrator is hereby directed to provide timely notification of the passage of this Resolution, including the City’s cancellation of the previous Agreement as authorized through Resolution 1279-2012, to Texas Department of Public Safety.

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

DULY PASSED AND APPROVED this the 28th 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

**Interlocal Cooperation Contract
Failure to Appear (FTA) Program**

State of Texas
County of GALVESTON

I. PARTIES AND AUTHORITY

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the DICKINSON MUNICIPAL Court of the [City or County] of DICKINSON (Court), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

II. BACKGROUND

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated FTA system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry.

III. PURPOSE

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

Court will supply information to DPS, through its Vendor, that is necessary to deny renewal of the driver license of a person who fails to appear for a complaint or citation or fails to pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court in a matter involving any offense that Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4.

IV. PERIOD OF PERFORMANCE

This Contract will be effective on the date of execution and will automatically renew on the anniversary date of execution for up to three additional years unless terminated earlier.

V. COURT RESPONSIBILITIES

A. Written warnings

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied

renewal of the person's driver license. The written warning may be printed on the citation or on a separate instrument.

B. FTA Report

An FTA Report is a notice sent by Court requesting a person be denied renewal in accordance with this Contract. The Court may submit an FTA Report to Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

C. Clearance Reports

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days, from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required \$10.00 reimbursement fee. If the person is acquitted of the underlying offense for which the original FTA Report was filed, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or

5. other suitable arrangement to pay the fine and cost within the Court's discretion.

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

D. Quarterly Reports and Audits

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract.

E. Accounting Procedures

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate \$6.00 of each \$10.00 reimbursement fee received for payment to the Vendor and \$4.00 for credit to the general fund of the municipal or county treasury.

F. Non-Waiver of Fees

Court will not waive the \$10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless the person is deemed to be indigent, or the person is acquitted of the charges for which the person failed to appear.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

G. Litigation Notice

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

VI. PAYMENTS TO VENDOR

Court must pay the Vendor a fee of \$6.00 per person for each violation which has been reported to the Vendor and for which the Court has subsequently collected the statutorily required \$10.00 reimbursement fee. In the event that the person has been acquitted of the underlying charge or is indigent, no payment will be made to the Vendor or required of the Court.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees collected by Court.

VII. GENERAL TERMS AND CONDITIONS

- A. Compliance with Law.** The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.
- B. Contract Amendment.** DPS and Court may amend this Contract through a written amendment signed by an authorized signatory on behalf of the respective party.
- C. Notice.** The respective party will send the other party notice as noted in this section.

Court	Department of Public Safety
Attn.: Dickinson Municipal Court	Enforcement & Compliance Service
Address: 4403 Hwy 3	5805 North Lamar Blvd.
Address: Dickinson, TX 77539	Austin, Texas 78752-0001
Fax: 281-337-6294	(512) 424-5311 [fax]
Email: irivera@ci.dickinson.tx.us	Driver.Improvement@dps.texas.gov
Phone: 281-337-6297	(512) 424-7172

- D. Termination.** Either party may terminate this Contract with 30 days' written notice. DPS may also terminate this Contract for cause if Court doesn't comply with Section V.F., *Non-Waiver of Fees*. After termination, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all

outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

VIII. CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Court*

Department of Public Safety

Authorized Signature

Driver License Division Chief or Designee

Title

Date

Date

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person's title and date.

ITEM 8C

RESOLUTION NUMBER XXX-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, REPEALING RESOLUTION NUMBER 1079-2009; ADOPTING A REVISED POLICY AND APPLICATION AND AGREEMENT REGARDING USE OF MUNICIPAL MEETING ROOMS AND CITY GROUNDS AND FACILITIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 27, 2009, by Resolution Number 1079-2009, the City of Dickinson adopted a revised policy regarding the use of municipal meeting rooms; and

WHEREAS, the policy did not include provisions for the use of outside space on the grounds of City Hall and Dickinson Public Library, the City Council is of the opinion that the policy regarding the use of municipal meeting rooms should be revised to include the use of the City Hall and Dickinson Public Library grounds for festivals and events; and

WHEREAS, the City Council is of the opinion that the policy regarding use of City Grounds and Facilities, attached hereto as Exhibit "A" should be adopted; and

WHEREAS, the City Council is of the opinion that the Application and Agreement regarding use of City Grounds and Facilities, as well as the fees associated with the use of the City Grounds and Facilities, attached hereto as Exhibit "B" should be adopted; and

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. Resolution Number 1079-2009, duly passed and approved on October 27, 2009, is hereby repealed in its entirety.

Section 3. The City Council of the City of Dickinson hereby adopts the policy regarding use of City Grounds and Facilities attached hereto as Exhibit "A."

Section 4. The City Council of the City of Dickinson hereby adopts the Application and Agreement for use of City Grounds and Facilities attached hereto as Exhibit "B."

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

DULY PASSED AND APPROVED on this the 28th 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

Effective Date: _____, 2020
Approved: _____ 2020

**CITY OF DICKINSON
ADMINISTRATIVE POLICIES AND PROCEDURES**

TOPIC: USE OF MUNICIPAL FACILITIES AND GROUNDS

With the exception of the Historic Railroad Depot and Museum, municipal facilities are primarily for official City of Dickinson business and Dickinson residents. The use of the Historic Railroad Depot and Museum shall be in accordance with the Rental Policies and Procedures adopted by the City Council. Due to limited space, Meeting Rooms may only be reserved by Dickinson residents or Dickinson-based non-profit organizations. Reservations are limited to the dates and times when there is no regularly scheduled City-related business for that room. Meeting Rooms may not be used for commercial or social purposes (i.e., for-profit businesses, birthday or retirement parties, etc.). The municipal facilities that are available for use are the two City Hall Conference Rooms, the City Council Chambers, and the Community Room at Dickinson Public Library (individually and collectively referred to as "Meeting Room"). City Hall and Dickinson Public Library grounds are also available for use. Use of other municipal facilities is not permitted.

The following policies and regulations apply to persons and organizations, through their duly authorized representatives, that wish to reserve a Meeting Room.

To the extent possible, all requests should be confirmed no later than ten (10) days prior to the date for the reservation along with the appropriate deposit. There is no charge for the use of the Training Room at the Police Station.

Meetings conducted by the City Council of the City of Dickinson and City of Dickinson boards, commissions, committees and City staff shall have first preference for Meeting Rooms and shall not be subject to this policy.

REGULATIONS

1. The City shall have first priority on the use of all Meeting Rooms and may cancel any reservation for any meeting room by giving notice 48 hours prior to the event if the City determines that it must use the facility for a function directly related to the operation of the City. In the event that the City cancels a room reservation, the City will make a reasonable effort to relocate the canceled meeting to another City facility.

The City may also cancel a reservation with less than 48 hours notice under such circumstances as an emergency called meeting of the governing body, public safety or other circumstances requiring immediate aid or attention.

2. Inaccurate or untruthful statements made by a licensee in the license application or violation(s) of any rules or regulations for the use of a Meeting Room may result in permanent cancellation of the person's or organization's licensing privileges.
3. Payment for all charges must be received at least one week prior to the date of Meeting Room use or on the day that the Application and Agreement for Facilities and Grounds Use is submitted to the appropriate City staff member if less than one week prior to the date of Meeting Room use. Failure to remit the same within this time frame will result in cancellation or denial of the reservation.
4. A Reservation & Damage Deposit of \$100 is required for all Meeting Room reservations. The Reservation & Damage Deposit is refundable after the Meeting Room use if the Meeting Room and facilities are cleaned in accordance with the Event Checkout and Inspection Form which will be completed at the end of each Meeting Room use. Additionally, the Reservation & Damage Deposit is refundable when the City cancels a reservation. Refunds take approximately four weeks to process and mail. All refunds will be made payable and mailed to the License Applicant at the address noted on the Meeting Room Reservation & License Application.
5. Persons and organizations are limited to reservations of no more than one per calendar month by any individual or organization, whether the reservation is made individually or in combination with another user. Reservations may not be made more than 90 days in advance of the requested date.
6. No admission or other fee may be charged by the licensee, whether directly or indirectly, in connection with the use of the room other than charges to an organization's members to cover the actual licensing expenses. The sale of any merchandise such as, but not limited to, books, tapes, CDs, etc. is prohibited.
7. The City will not alter or modify Meeting Rooms. The Meeting Room must be returned to its original setup upon completion of the event.
8. The licensee is directly responsible for supervising the activities while using the Meeting Room and will be responsible for any loss or damages to City property caused by the person, organization or its invitees.
9. No political or religious meetings shall be held in a Meeting Room.
10. The use of tobacco products or alcoholic beverages is strictly prohibited in any Meeting Room or on City property.
11. The licensee and its invitees shall comply with all other applicable laws and regulations.

12. The licensee agrees it will not engage in any unlawful discrimination in its use of a Meeting Room.

CLEAN UP POLICIES

1. A Meeting Room must be cleaned and left in the same or better condition as it was prior to the event, as determined at the sole discretion of the attending City staff person or Council member, as the case may be.
2. Licensee is required to perform a walk through after the event with the staff person on duty or Council member in attendance to identify any damage or areas in need of clean up. Any additional clean up required must be done within the time frame reserved. Additional time required for clean up by the Licensee will forfeit the Reservation & Damage Deposit on file.
3. Licensee is responsible for general clean up throughout the event, including but not limited to, spills and trash. Licensee must provide necessary materials for clean up.
4. Any items not cleaned, or any damage will result in some or all of the Reservation & Damage Deposit being forfeited and may result in additional charges against Licensee depending on the amount of damage.

HOURS

Reservations for Meeting Rooms are available during the following times:

Monday – Thursday	7:30 a.m. – 8:00 p.m.
Friday	7:30 a.m. – 5:00 p.m.
Saturday	10:00 a.m. – 5:00 p.m. (Community Room at Dickinson Public Library Only)

FEES

Council Chambers, City Hall Conference Room Number 1, and City Hall Conference Room Number 2

Meeting Room reservations that begin or conclude outside regular business hours (Monday-Thursday 7:30 a.m. to 5:30 p.m. and Friday 7:30 a.m. to 12:00 p.m. Noon) will be charged the following fees:

- **Room Use Fee: \$20 per room + \$35 per hour**
- **Reservation & Damage Deposit: \$100**

Exception to Room Use Fee: Meeting Room reservations that conclude outside regular business hours but on days on which a City Council or Council appointed board, committee, or commission meeting is scheduled will not be charged the Room Use Fee. The use of such Meeting Room must be concluded prior to the start of any scheduled City Council or Council appointed board, committee, or commission meeting. Additionally, in the event that a member of Council is in attendance at a meeting for which a reservation has been made and such Council member will accept responsibility for securing the Meeting Room and City facility upon the conclusion of the meeting, then Room Use Fee will not be charged. The Reservation & Damage Deposit Fee will be charged for all reservations and returned as provided in this policy,

Community Room at Dickinson Public Library

Meeting Room reservations that begin or conclude outside regular business hours for Dickinson Public Library (Monday/Wednesday/Friday 10:00 a.m. to 5:00 p.m.; Tuesday/Thursday 10:00 a.m. to 6:00 p.m. and Saturday 10:00 a.m. to 2:00 p.m.) will be charged the following fees:

- **Room Use Fee: \$20 room fee + \$35 per hour**
- **Reservation & Damage Deposit: \$100**

Exception to Room Use Fee: Meeting Room reservations that conclude outside regular business hours but on days on which a City Council or Council appointed board, committee, or commission meeting is scheduled will not be charged the Room Use Fee. The use of such Meeting Room must be concluded prior to the start of any scheduled City Council or Council appointed board, committee, or commission meeting. Additionally, in the event that a member of Council is in attendance at a meeting for which a reservation has been made and such Council member will accept responsibility for securing the Meeting Room and City facility upon the conclusion of the meeting, then Room Use Fee will not be charged. The Reservation & Damage Deposit Fee will be charged for all reservations and returned as provided in this policy,

Training Room at Police Station

There is no charge for Meeting Room reservations for the Training Room at the Police Station.

EXHIBIT “B”

TO

RESOLUTION XXX-2020



4403 Hwy 3, Dickinson, TX 77539
Office Hours: Mon-Thurs 7:30-5:30; Friday - 7:30-Noon
www.ci.dickinson.tx.us

Application # _____

GROUND & FACILITY USE APPLICATION

All Associations, organizations and individuals will be required to submit written requests for use of grounds and facilities at least ten (10) days prior to the beginning of anticipated facility use.

Event Name: _____

Name of Applicant: _____

Company/Organization Name (if applicable): _____

Individual/Tax-Exempt For-Profit or Commercial: _____

(attach proof of current tax-exempt/non-profit status, including IRS form 990)

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Cell Phone: _____ Other Phone: _____

Event Date(s): _____ Start Time: _____ End Time: _____

Event Date(s): _____ Start Time: _____ End Time: _____

Event Date(s): _____ Start Time: _____ End Time: _____

Event Day Contact Name: _____ Phone: _____

Set-Up Date: _____ Start Time: _____ End Time: _____

Breakdown Date: _____ Start Time: _____ End Time: _____

Property/Facilities Requested: _____

Type of event: _____ Fair/Festival _____ Parade _____ Carnival
_____ Wedding _____ Race/Fun Run _____ Concert
_____ Demonstration/Rally
_____ Other: _____

Estimated # attending event: _____ (include vendors, staff, volunteers and participants)

Descriptive summary of the event (attach additional sheets if necessary): _____

Is the event being sponsored, co-sponsored or supported by another organization or group? If yes, attach a list of supporting organization(s) and describe their role. _____ YES _____ NO

Will gate, admission or registration fees be charged? _____ YES _____ NO

If yes, attach a list of proposed fees and their purpose.

REQUIRED ATTACHMENTS - Use the blank space as a check list before submitting your application to the City.

_____ **Event Location Layout** - Please list the proposed event location and attach a map of the proposed logistical layout for your event.

_____ **Event Parking** - What parking arrangements have been made for your event? If you are using alternate parking lots, an approval letter from the property owner must accompany this application.

Event Set-Up Parking Area: _____

Event Participant Parking Area (vendors, staff, volunteers, media): _____

Grass Parking - If you are requesting to utilize a grass parking area, what will you do in the event of inclement weather? _____

_____ **Structures** - Please check all structural elements that apply.

_____ Tent(s) _____ Booth(s) _____ Table(s) _____ Chair(s)
_____ Stage(s) _____ Fencing _____ Light Tower(s) _____ Generator(s)
_____ RV(s) _____ Other(s), please list : _____

_____ **Utilities**

Will you need electricity? _____ YES _____ NO

Electricity for: _____

Will you need access to water? _____ YES _____ NO

Water for: _____

_____ ***Portable Toilets:** Indicate the number of portable toilets you will have at your event.

Minimum of (1) per one hundred (100) participants is required.

_____ # of Regular _____ # of ADA

When will they be delivered? _____

*For multi-day events, servicing of portable toilets is required!

_____ ***Event Clean-Up/Trash:**

Who is responsible for the event clean-up? _____

Contact Phone Number: _____

Will your event have a dumpster? _____ YES _____ NO

What size? _____ When will it be delivered? _____

Do you have a plan for recycling for the event? If so, please describe:

_____ **Food/Beverages:** Please indicate all food/beverage elements that apply:
_____ Sale of food/beverages _____ Distribution of food/beverages
A Health Permit is required for each vendor selling or distributing food/beverages.

ALCOHOL

Disclosure of whether an event will be serving alcoholic beverages must be made before a contract is validated. Failure to disclose this information prior to entering a contract may result in cancellation of the event. Glass alcoholic beverage containers are not allowed inside or on the premises of any City owned or operated rental facility. Alcoholic beverages may not be sold without prior approval of the City. Under no circumstances shall alcohol be allowed to be served to minors. Violations of this policy shall result in termination of the event and may result in criminal charges.

_____ Sale of Alcoholic beverages _____ Distribution of Alcoholic beverages
You must obtain a TABC Permit for the sale/distribution of alcoholic beverages and will need permission from the City of Dickinson prior to obtaining your permit.

_____ **First Aid Plan:** Will you have a first aid station on-site? _____ YES _____ NO
What are your plans for a minor/major emergency? _____

_____ Does your event layout provide for emergency vehicle access? _____ YES _____ NO

_____ **Insurance Requirements:** Public liability and property damage insurance is required for all athletic user groups, amusement vendors (i.e. moonwalks), special event organizers producing events that are open to the public, and for-profit commercial vendors, otherwise known as "vendor" in the amounts set forth below. Insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of the acts or omissions of the vendor. Vendor shall at its own expense be required to carry the following minimum insurance coverage:

- For damages arising out of bodily injury to or death of one person in any one occurrence – one hundred thousand and no/100 dollars (\$100,000.00);
- For damages arising out of bodily injury to or death of two or more persons in any one occurrence – three hundred thousand and no/100 dollars (\$300,000.00);
- For injury to or destruction of property in any one occurrence – one hundred thousand and no/100 dollars (\$100,000.00);
- Alcohol - If alcoholic beverages are sold, served, or allowed to be consumed during the event, the insurance certificate must state specifically that it also covers any losses resulting from the consumption of alcohol at the event.

Certificate Holder:

The Certificate Holder is: The City of Dickinson, 4403 Highway 3, Dickinson, TX 77539

Additional Insured Required:

The City of Dickinson shall be named as additional insured on policies listed in subparagraphs

above and shall be notified of any changes to the policy(ies).

General requirements:

- Insurance is to be placed with insurers having a Best rating of no less than A.
- The vendor shall furnish the City with certificates of insurance and original endorsements affecting coverage required by these insurance clauses.
- The insurance certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf.
- Proof of insurance must be provided at least five (5) business days before the start of the event, athletic season, or first permitted date, or the permit/event will be cancelled.
- The City reserves the right to pursue other remedies permitted by law or in equity.
- In no event shall the City be liable for any damage to or destruction of any property belonging to the event organizer/vendor unless specified in writing and agreed upon by both parties.

Security:

The applicant is responsible for adequate security for the permitted event, including crowd control, emergency response access and safeguarding the applicant and park property.

The City of Dickinson requires that: Uniformed "Texas Commission Law Enforcement Officers Standards and Education" (TCLEOSE certified Peace Officers, with the exception of reserve Peace Officers, employed by Law Enforcement agencies located within Galveston County are required for any Public, Special Event, or Company Picnic at which alcohol is present, or any Public, Special, Private Event or Company Picnic with an estimated attendance of 100 or more (including vendors, staff, volunteers, etc.), or events where an admission fee is charged or has live music, bands, or a deejay. Such Peace Officers must also be present at any Event in which, in the opinion of the Director, the anticipated attendance or the planned activity may affect public health or safety. Requirements are listed below. The minimum number of Peace Officers required is two for the first 100 people in attendance; of the two, one of the required Peace Officers must be a TCLECOSE Certified Dickinson Police Department Officer. If an Event exceeds the attendance as defined below, one additional Officer for each additional 100 people in attendance is required. The Chief of Police may require additional peace officers, if in their opinion, it appears such additional officers are warranted and can do so at a minimum of up to 24 hours in advance of the Event. Security is paid when the event begins (not during set-up) until the last event attendee leaves the facility. If officers arrive and the event has already begun, payment for each officer will be due according to the hours of the permit (retroactive).

NO ALCOHOL AT THE EVENT	EVENTS WITH ALCOHOL
1-99 = No Officer	1-199 = 1 Officer
100-199 = 1 Officer	199-299 = 2 Officers
200-299 = 2 Officers	300-399 = 3 Officers
300-399 = 3 Officers	400-499 = 4 Officers

It is the Applicant's responsibility to make arrangements for Security by contacting the Dickinson Police Department, during normal business hours 281-337-4700.

Arrangements for Security under normal circumstances should be made 30 calendar days in advance.

_____ **Street/Lane Closures:** Are you requesting any street/lane closures? ___YES___ NO

Please list any street/lane closures you are requesting and attach a map:

GROUND & FACILITY USE AGREEMENT

The undersigned applies for a special event permit and agrees to the regulations listed below as established by the City of Dickinson.

1. Applicable permits must be in possession during your use of the permitted facility.
2. The layout approved for this event denotes the permitted activities and must be followed in the staging and placement of parking, concession stands, booths, inflatables and amusements, trash receptacles, portable restrooms, performance staging and other support amenities. Any deviation from the approved layout, except in the instance of minor on-site adjustments must receive permission from the City Administrator or their representative.
3. No motorized vehicles may be driven upon or parked on turf areas or sidewalks unless approved in the layout.
4. Cancellations: If applicant wishes to cancel the event, the notification must be given in writing at least 10-calendar days in advance.
5. Concession Stands, exhibit booths, tents, awnings, and/or similar support structures may not be attached to, set against, or situated so as to damage any wall, column, tree, post, light standard or any other park amenity.
7. Trash: Applicant agrees to pick up trash and litter during and after all events. Events are required to remove bags of trash from the Site the same day as the event. The Applicant may be responsible for other costs incurred by the City for the removal of trash/litter from the site.
8. Recognized Holidays & Other Unavailable Dates: Indoor facilities cannot be permitted on City holidays. City holidays are: New Year's Day, Martin Luther King, Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve and Christmas Day; facilities may not be available the Friday prior or Monday after the holiday in accordance with the City's Holiday schedule. City Holidays are subject to change.
9. No banners, flags, temporary signs, or similar visual effects may be attached to lights, sign posts, trees or secured by stapling, taping, nailing, or other means that may cause damage to structures or amenities. Rice, birdseed, confetti, silly string, pinatas and glitter are not allowed.
10. Permits that extend beyond regular operating hours are subject to an overtime fee.
11. No glass containers are allowed.
12. All electrical connections and hook-ups installed by the applicant must meet appropriate safety and city or county code requirements. Special event permits are issued for the use of existing electrical systems and outlets only. If the existing electrical system does not meet the event's needs, then the applicant must contract this service with a firm/individual who has a Master Electrician/Electrical Contractor License issued by the City. Such contractor will be responsible for

obtaining the necessary permit(s), as well as installation and removal of any temporary power source per article 305 of the National Electrical Code and any city or county codes that pertain. Total amperage required by the applicant may not exceed safe capacity of existing service. A copy of the electrical permit must be provided before any temporary electrical connection is made.

13. Existing faucets or hose bibs may be used for water connections, but no temporary connections or modifications to the water supply may be made without prior approval.

14. Adherence to the date and time allotments of this application/permit are mandatory, and is inclusive of set-up, strike and clean-up.

15. Please note that should the City need to utilize the facility for any reason, Applicant will be given notice at the earliest opportunity.

16. Failure to abide by any of these General Conditions will automatically revoke the Permit and cancel the Reservation. All policies and fees in this application are subject to change.

17. Permit holder is responsible for obtaining any noise/sound or additional permits are required by the City.

18. For Public, Special Events, applicants for permits must submit a "Grounds & Facility Use Agreement" Form. The completed form must be submitted to the Community Development department at a minimum of 10 calendar days in advance but not more than two years in advance. If applicable, deposit payments are due within 30 days of the day that the reservation is made. The Applicant will be required to pay 100% of the required Site Reservation User Fees, and other Fees as determined by the Permit Office as being applicable to the special event, thirty (30) calendar days prior to the event date unless the applicant is granted a full or partial refund. Gate fee applicants shall pay required fees at the conclusion of their event.

19. No "Outdoor Special Event" with attendance of 500 or more will be held within 30 calendar days of another "Outdoor Special Event" within the same location.

20. Sites and Facilities are limited. For this reason, reservations should be made as far in advance as is reasonably possible. Public, special events and company picnics can make reservations up to 24 months in advance.

21. All Application Forms must include a valid telephone number, email address if available, cell phone number and/or fax number as alternative means of contact.

22. For indoor facility rentals for either private or public/special events and company picnics, following the conclusion of the Event if the Facility, or Grounds is damaged or if the Facility, Grounds area is not thoroughly cleaned, the Permittee agrees, as a condition of the issuance of the Permit to pay such charges as are assessed by the City. If a dispute arises out of or relates to the breach of this Agreement, and if the dispute cannot be resolved through negotiation, then the City and Permittee agree to submit the dispute to mediation. In the event that the City or Permittee desire to mediate any dispute, that party shall notify the other party in writing of the dispute it desires to mediate. Within thirty (30) days after receipt of the written notice of the dispute and the

request to mediate, the parties shall attend a mediation conducted by a mutually agreeable mediator. If the parties do not achieve a resolution of the dispute by mediation, within ten (10) days after the mediator declares an impasse, either party may make a written demand for binding arbitration by an impartial and unbiased arbitrator. Mediation is a condition precedent for the filing of suit by the aggrieved party. The demand for arbitration must describe the dispute and the factual basis for the dispute in reasonable detail. The parties may agree, in writing, to appoint an impartial and unbiased arbitrator to hear the dispute. In the event that the parties are unable to agree on the appointment of an arbitrator, either party may file suit in either the county court-at-law or the district court of Galveston County to request appointment by the court of an impartial and unbiased arbitrator to hear the dispute and a referral of the case to the appointed arbitrator to conduct a binding arbitration. The arbitration shall be conducted according to the Commercial Arbitration Rules and Mediation Procedures (Including Procedures for Large, Complex Commercial Disputes) of the American Arbitration Association which are in effect on the date of the demand for arbitration is received by a party, except to the extent of a conflict with this Agreement.

23. Cleaning and Trash for Indoor Facility Rentals: Permit Holders are responsible for the cleaning of the facility and Permit Holder is allowed to contract cleaning services but must remain on premises until cleaning is complete. Permit Holder agrees to mop and sweep all rooms including banquet rooms, bathrooms, kitchens and entryways and return tables and chairs to proper locations. Trash cans, bags, mops, brooms, mop bucket and cleaning supplies are provided. Trash cans are for use for trash only. City staff will inspect the facility immediately following the event.

24. Cleaning and Trash for Outdoor Facility Rentals, the Permittee must pick up trash and litter during and after all Events. Events where in excess of 100 persons are in attendance will be required to remove bags of trash from the Site the same day of the event. In the event that trash is not removed, the permittee may be responsible for other costs incurred by the City for the removal of trash and litter from the Site.

25. The Applicant must provide for the Event, at no additional charge to the public, an adequate number of portable toilets (one per 100 attendees), including a proper ratio of such toilets that meet the Americans with Disabilities Act specifications (ADA).

26. At no time shall a reserving party sublease or assign its rental privileges to another individual, group, or organization.

27. All associations, groups or individuals shall act in a non-discriminatory manner regarding race, creed, religion and national origin.

Applicant's Signature

Date

City Representative Signature

Date



City of Dickinson

CITY OF DICKINSON
FACILITY & GROUNDS USE PERMIT

Permit # _____

This permit signifies that the person named below has agreed to comply with the provisions set forth by the Facility & Grounds Use Agreement.

This permit is non-transferrable and becomes void upon any change of ownership.

PERMIT ISSUED TO:

FACILITY/GROUNDS BEING USED:

EXPIRES: _____

Chris Heard, City Administrator

This permit should be publicly displayed as proof of City approval.

FACILITIES & GROUNDS USE FEE SCHEDULE

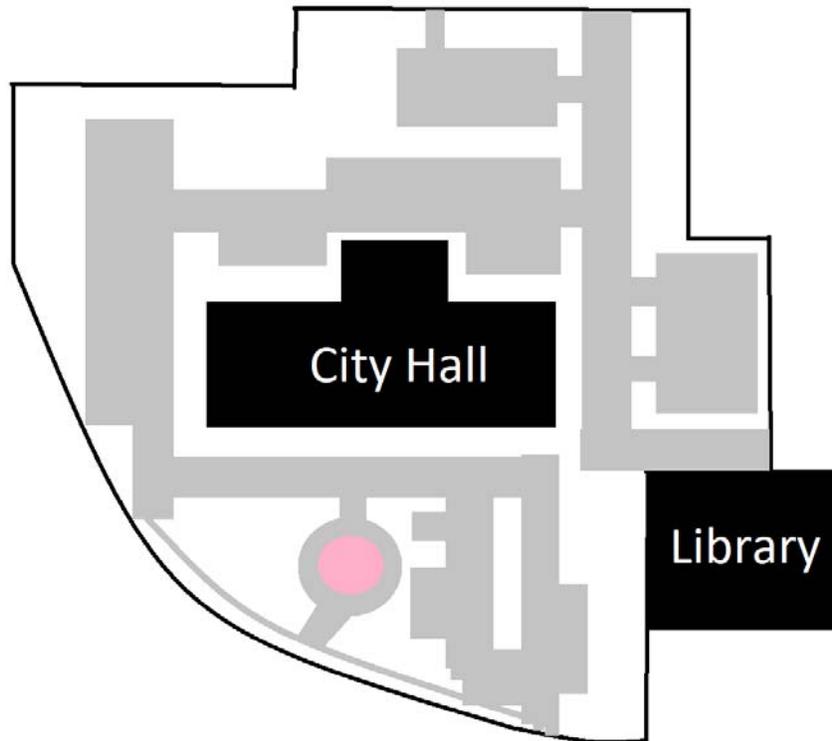
FEES APPLICABLE TO ALL MEETING ROOMS EXCEPT TRAINING ROOM AT POLICE STATION:

- Room Use Fee: \$20 per room + \$35 per hour
- Reservation & Damage Deposit: \$100

FEES APPLICABLE TO CITY HALL GROUNDS EXCEPT FOR NON-PROFIT ORGANIZATIONS:

- Facility Use Fee: \$100 facility use fee + \$35 per hour
- Reservation & Damage Deposit: \$500

If use of the City Halls Grounds is requested, please indicate below which area(s) is requested:



All fees payable in full at least one week prior to the date of Meeting Room use or on the day that a Reservation & License Application is submitted to the appropriate City staff member if less than one week prior to date of Meeting Room or Facility use. Failure to remit this pre-payment will result in cancellation of the reservation. Deposits are refundable as provided for in the Policy on Use of Municipal Facilities.

*Note: When a meeting is scheduled to begin or conclude outside regular business hours but on days on which a City Council or Council appointed board, committee, or commission meeting is scheduled, a Room Use Fee will not be charged. The use of a Municipal Facility must be concluded prior to the start of any scheduled City Council or Council appointed board, committee, or commission meeting. Additionally, in the event that a member of Council is in attendance at a meeting for which a reservation has been made and such Councilmember will accept responsibility for securing the Meeting Room and City facility upon the conclusion of the meeting, a Room Use Fee will not be charged. The Reservation & Damage Deposit will be charged for all reservations and returned as provided in the Policy on Use of Municipal Facilities.

I have read, and by my signature agree to follow, the City of Dickinson Use of Municipal Facilities Policy and have read and understand the cleaning requirements contained therein. I further understand that, even if I delegate these responsibilities to others, I still have the ultimate responsibility to return the Meeting Room to its original condition. All set up and clean-up must be included within the hours reserved with the City of Dickinson.

I will be financially responsible for any alteration, defacing, damage or unreasonable clean-up resulting from this Municipal Facilities use.

Date

Signature of Organization Representative/Citizen

Printed Name

PLEASE MAKE ALL CHECKS PAYABLE TO CITY OF DICKINSON

(indicate Application ID on check)

Return to: City of Dickinson
4403 State Highway 3,
Dickinson, TX 77539
Phone: (281) 337-6248
Fax: (281) 337-6190

CC: Dickinson Public Library Organization Representative/Citizen

FOR OFFICE USE ONLY:

Room Use or Facility Use Fee Received Amount: \$ _____ Date: _____
 Reservation & Damage Deposit Received Amount: \$ _____ Date: _____

ITEM 8D

RESOLUTION NUMBER XXX-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF DICKINSON, TEXAS, AND THE GULF COAST CENTER, REGARDING FIXED ROUTE TRANSPORTATION SERVICE IN THE GALVESTON COUNTY MUNICIPALITIES OF TEXAS CITY, LA MARQUE AND DICKINSON; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT BY THE CITY ADMINISTRATOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof; and

WHEREAS, the Center, through its public transportation department Connect Transit, operates a fixed route public transportation service in the Galveston County municipalities of Texas City, La Marque, and Dickinson (Texas City/La Marque UZA), (see System Map in Exhibit B); and

WHEREAS, Dickinson has committed to a cost share contribution of Forty-Four Thousand, Seven Hundred and Ten Dollars and Zero Cents (\$44,710.00) based on the City's share of the population and Connect system use data; and

WHEREAS, any future cost sharing or funding shall be authorized through an interlocal agreement between the City of Dickinson and the Dickinson Management District #1; and

WHEREAS, the City Council has before it a proposed Interlocal Agreement, (the "Agreement"), between the City of Dickinson, Texas and the Gulf Coast Center, for such cost sharing, a copy of which is attached hereto as Exhibit "C" 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 City Administrator 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 Interlocal Agreement between the City of Dickinson, Texas and the Gulf Coast Center.

Section 3. The City Council authorizes the City Administrator to execute the Agreement on behalf of the City of Dickinson and all other documents in connection therewith, in an amount not to exceed Forty-Four Thousand, Seven Hundred and Ten Dollars and Zero Cents (\$44,710.00).

Section 4. The City Council hereby authorizes and directs the City's Finance Director to take administrative action to expend funds from the City's General Fund for said Agreement.

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

DULY PASSED AND APPROVED this the 28th day of January 2020.

Julie Masters, Mayor
City of Dickinson, Texas

ATTEST:

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

APPROVED AS TO FORM AND CONTENT:

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

EXHIBIT “A”

TO

RESOLUTION XXX-2020

STATE OF TEXAS §

COUNTY OF GALVESTON §

INTERLOCAL CONTRACT

This Interlocal Contract ("Agreement") is made and entered into and effective as of the 19 day of NOV, 2019 ("Effective Date") pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), by and between the **Gulf Coast Center (Center)**, established pursuant to provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 1992), and the **City of Dickinson (City)**, a political subdivision of the State of Texas incorporated pursuant to Chapter 43 of the Local Government Code.

RECITALS

WHEREAS, pursuant to the Act, the Center and City are authorized to contract with eligible entities to perform governmental functions and services, including governmental functions in which the contracting parties are mutually interested;

WHEREAS, the Center, through its public transportation department Connect Transit, operates a fixed route public transportation service in the Galveston County municipalities of Texas City, La Marque, and Dickinson (Texas City/La Marque UZA), (see System Map - Exhibit A);

WHEREAS, the Center also provides ADA Para-transit, Commuter and Demand Response services within the Texas City/La Marque UZA;

WHEREAS, the Texas Department of Transportation (TxDOT) is the "designated recipient" for federal formula funding distributed annually by the Federal Transit Administration (FTA) to small urbanized areas to support the planning, capital, and operation of public transportation services;

WHEREAS, the Center, through an agreement with the "designated recipient" is the "direct recipient" to receive and expend Federal Transit Administration (FTA) Section 5307 formula funds, apportioned to the Texas City/La Marque UZA, to support transit services;

WHEREAS, the Center receives State of Texas public transportation funds to operate transit services, to pay for transit capital needs in the Texas City/La Marque UZA, and to provide a local share match for FTA Section 5307 formula funds;

WHEREAS, the Center has calculated the local share based on a formula that equally weights the population, fixed route trips, demand response trips, and fixed route bus miles travelled for each municipality that receives services in the Texas City/La Marque UZA (Exhibit B). The local share will support transit services for the municipalities of Texas City, La Marque, and Dickinson. This plan will be reviewed on an annual basis to reflect adjustments based on changes in service levels;

WHEREAS, the Center may construct pedestrian-transit sidewalk improvements and other capital improvements over the three (3) year duration of this agreement. If these projects are agreed upon by the Center and the City, these capital construction projects will be executed under separate Interlocal Agreements between the Center and City.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Center agree to the following terms, covenants, and conditions:

ARTICLE 1 – TEXAS CITY/LA MARQUE/DICKINSON TRANSIT PLAN

The Center and City agree that the continuation and improvement to fixed route transit services and associated complimentary ADA paratransit services will be in accordance with the proposed system map in Exhibit A, and that the Center will provide such services in accordance with all state and federal requirements. The initial operating plan may from time to time be adjusted in the interest of providing the most cost-effective transit services, in accordance with the provisions of Article 2.

ARTICLE 2 – TRANSIT SERVICES COMMITTEE

The City agrees to participate in the “Transit Services Committee”, to be created after Interlocal Agreements are executed. The Transit Services Committee will be composed of one representative from each organization as referred to within this Interlocal Agreement (Exhibit B), a representative of the Center, and other stakeholders as identified by the Transit Services Committee. Meetings of the Transit Services Committee will occur, at a minimum, on a quarterly basis, and will be coordinated by the Center.

ARTICLE 3 – FINANCIAL COMMITMENT OF STAKEHOLDERS

The City agrees to contribute its local share as indicated in Exhibit B and to provide these funds to the Center on a timely basis, subject to invoices from the Center. Should routes and schedules change significantly, the local contribution may be adjusted, subject to approval by the Center and City.

The City may provide its annual local share contribution directly, or through the lease or use of other Gulf Coast Center resources which benefit Dickinson City.

The Center agrees to establish an escrow account for local share funds from Texas City, La Marque, and Dickinson. Funds within the account will be used solely to support the transit services described herein.

ARTICLE 4 - TERM OF AGREEMENT

This Agreement is for a three (3) year period but may be renewed thereafter on a yearly basis, subject to confirmation by the City and Center, and the continuing commitment by other stakeholders to their respective local share responsibilities.

ARTICLE 5 – SUCCESSOR IN INTEREST

The Center and TxDOT are considering the benefits of creating a Bi-County Transit District (District), which would assume responsibility for Connect Transit services provided within Galveston and Brazoria counties. The City and Center agree that if a Bi-County Transit District is created pursuant to Chapter 458 of the Texas Transportation Code, this Agreement may be assigned to the new District with the written consent of both parties.

ARTICLE 6 - CANCELLATION OF AGREEMENT

This agreement may be cancelled at any time by either party through the provision of a sixty (60) day notice of intent to terminate.

ARTICLE 7 – INDEMNIFICATION

To the extent authorized by the Constitution and laws of the State of Texas, and without waiving any defenses or consequences whatever, under the same, The Center shall indemnify and hold harmless the City, its Council, employees and agents from all suits, actions, claims, costs or liability of any character, type or description, including attorneys' fees and legal expenses, brought, made for or on account of any death, injury or damage received or sustained by any person or property arising out of or occasioned by the acts or omissions, including the negligence, of Center or Center's agents or employees in the execution or performance of this Contract.

It is understood by Center that this "hold harmless" clause means that if the Center is negligent in any of its duties and any damage, death or injury occurs as a result of this negligence, the Center will be responsible for any costs resulting from the damage, death or injury, to the extent allowable by law.

ARTICLE 8 – LIABILITY

Section 8.01 - No Personal Liability of Center. To the extent allowed by law the Center's officers, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

Section 8.02 - No Personal Liability of the City. To the extent allowed by law, the City's officers, agents and employees, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

ARTICLE 9 – MISCELLANEOUS

Section 9.01 - Laws. The parties hereto agree to abide with all applicable laws, regulations, and grant provisions of the United States, the State of Texas, and any other lawful authorities having jurisdiction.

Section 9.02 - Notices. All notices, demands, or requests from one party to another shall be in writing and shall be personally delivered, sent by mail, certified, registered, express or overnight, postage prepaid, or sent by facsimile transmission, to the addresses stated in this Section, or to such other address as the party may request in writing, and are deemed to have been given at the time of delivery:

Gulf Coast Center, 10000 Emmett F Lowry Expressway, Suite 1220, Texas City, Texas 77591 to the attention of the Chief Executive Officer.

City of Dickinson, 4403 Highway 3, Dickinson, Texas 77539 to the attention of the Mayor.

Section 9.03 - Texas Law to Apply and Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas.

Section 9.04 - Legal Construction. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability does not affect any other provision hereof and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, if consistent with the overall intent of this Agreement.

Section 9.05 - Amendment. No amendment, modification, or alteration of the terms of this Agreement is binding unless in writing, dated subsequent to the Effective Date and executed by the City and the Center or their successors and permitted assigns.

Section 9.06 - Exhibits. All Exhibits attached to this Agreement are incorporated by reference.

Section 9.07 - Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart is deemed to be an original instrument, but all such

counterparts together constitute but one Agreement. A photocopy or facsimile reproduction of an original signature of a party on this Agreement binds that party to the terms, covenants and conditions of this Agreement.

Section 9.08 - Time is of the Essence. Time is of the essence in this Agreement.

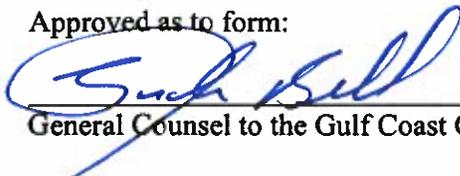
Section 9.09 - Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and do not affect the interpretation of this Agreement.

THIS AGREEMENT has been executed by the parties on the date and year first above written.

GULF COAST CENTER

By: 
Melissa Tucker,
Chief Executive Officer

Approved as to form:


General Counsel to the Gulf Coast Center

CITY OF DICKINSON, TEXAS

By: _____
Julie Masters, Mayor

Approved as to form:

City Attorney

Exhibit A: Texas City, La Marque, Dickinson Fixed Route System Map
Exhibit B: Three (3) Year Local Share Responsibility

EXHIBIT “B”

TO

RESOLUTION XXX-2020

EXHIBIT A

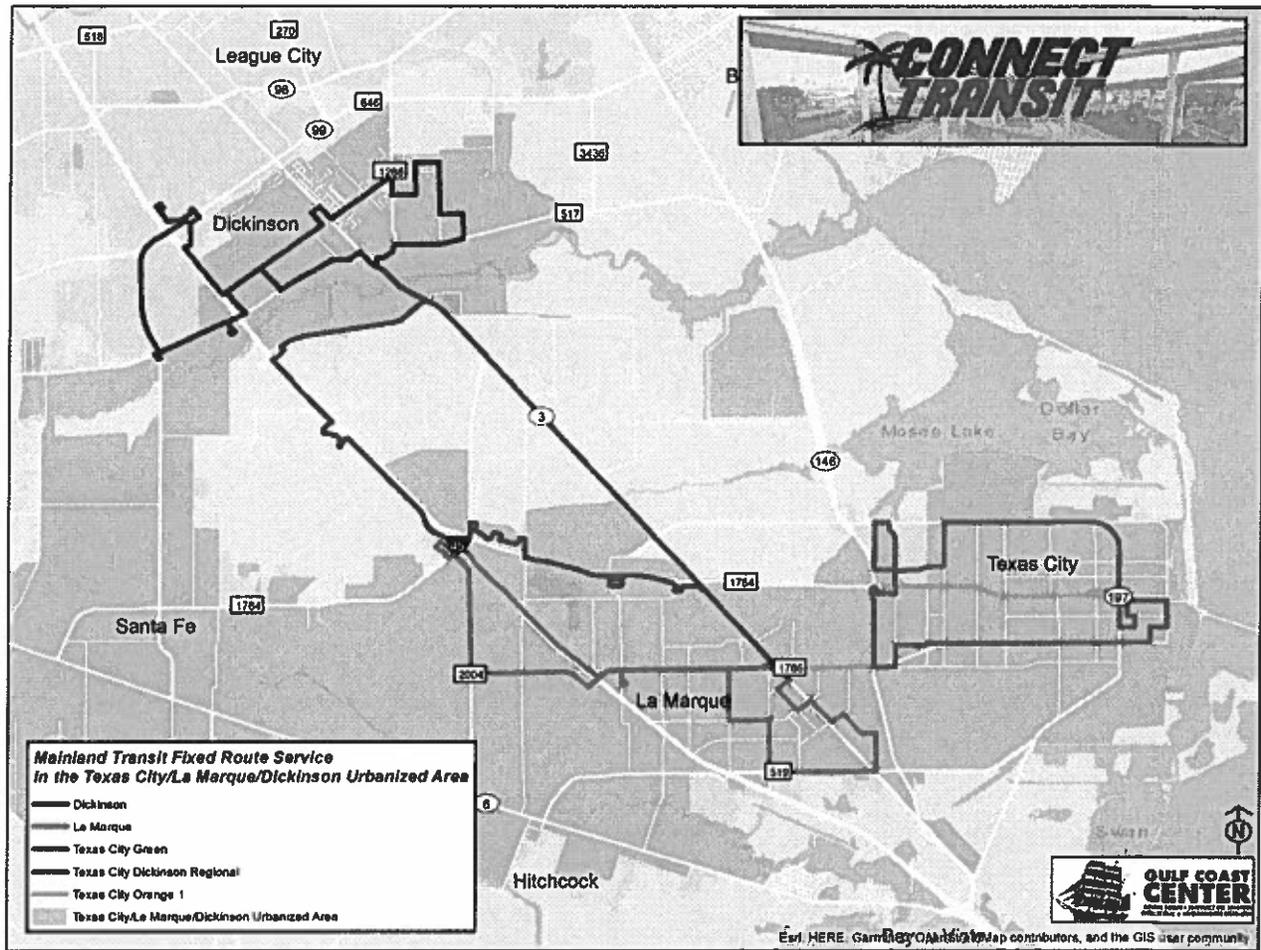


EXHIBIT “C”

TO

RESOLUTION XXX-2020

EXHIBIT B – Cities of Texas City, La Marque, Dickinson Local Share Contribution

Local share responsibility for Connect Transit services is calculated based on a formula that equally weighs each City’s level of service and use of the fixed route transit system (fixed route trips and route miles), use of the higher cost demand response service, and the City’s share of the population. The Table below reflects the calculation of these factors which utilize U.S. Census (population) and Connect system data, and resulting local share responsibility.

1. Percentage of Connect Transit fixed route trips*;
2. Percentage of total fixed route system miles**;
3. Percentage of demand response trips originating in each municipality***; and
4. Percentage of the Texas City/La Marque UZA population****.

Galveston County Municipality	Fixed Route Trips*	Fixed Route Miles**	Demand Response***	Population****	Average Factor	FY2017/FY 2019 Annual Contribution	New Average Factor	Proposed Contribution	Contribution Delta
Texas City	66.00%	53.72%	53.58%	57.61%	56.79%	\$100,830	57.73%	\$121,228	\$20,398
Dickinson	22.00%	17.02%	22.28%	23.86%	26.84%	\$47,645	21.29%	\$44,710	(\$2,935)
La Marque	12.00%	29.26%	24.14%	18.53%	16.37%	\$29,060	20.98%	\$44,062	\$15,002
Total						\$177,535		\$210,000	

ITEM 9

**Dickinson City Council
Agenda Item Data Sheet**

MEETING DATE: January 28, 2020

TOPIC: Resolution Number XXX-2020

A RESOLUTION OF THE CITY OF DICKINSON, TEXAS, PROVIDING FOR THE HOLDING OF A GENERAL ELECTION ON MAY 2, 2020 FOR THE PURPOSE OF ELECTING THE MAYOR AND THREE (3) COUNCIL MEMBERS FOR POSITIONS 1, 3 & 5; PROVIDING DETAILS RELATING TO THE HOLDING OF SUCH ELECTION; PROVIDING FOR THE INCORPORATION OF PREAMBLE AND AN EFFECTIVE DATE.

BACKGROUND: Section 3.005(a) of the Texas Election Code provides that the governing body of a political subdivision must call for an election prior to the seventy-eighth (78th) day before the election. This Resolution calls for the election; declares the positions to be elected and makes provisions for filing as a candidate; declares the City as one precinct and establishes the polling place, dates and hours for early voting; makes provisions for voting by mail, and order of ballot; provides that a candidate must receive a majority of votes to be elected, that notices must be filed in accordance with the Texas Election Code and that the election will be held in accordance with the Texas Election Code and the Federal Voting Rights Act of 1965, as amended.

RECOMMENDATION: Staff recommends approval of the Resolution.

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, several other line items under Administration are tracking under budget to absorb the cost.

FINANCE VERIFICATION OF FUNDING:

SUBMITTING STAFF MEMBER: Alun W. Thomas, City Secretary	CITY ADMINISTRATOR APPROVAL:
---	-------------------------------------

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

RESOLUTION NUMBER XXX-2020

A RESOLUTION OF THE CITY OF DICKINSON, TEXAS, PROVIDING FOR THE HOLDING OF A GENERAL ELECTION ON MAY 2, 2020 FOR THE PURPOSE OF ELECTING THE MAYOR AND THREE (3) COUNCIL MEMBERS FOR POSITIONS 1, 3 & 5; PROVIDING DETAILS RELATING TO THE HOLDING OF SUCH ELECTION; PROVIDING FOR THE INCORPORATION OF PREAMBLE AND AN EFFECTIVE DATE.

* * * * *

WHEREAS, Section 41.001 of the Texas Election Code, as amended (the "Code") specifies that Saturday, May 2, 2020, shall be the general election date for the State of Texas and that a general election of a city may be held on such date; and

WHEREAS, the City Council of the City of Dickinson, Texas, (hereinafter referred to as the "City") has determined that the City should conduct its general municipal election on Saturday, May 2, 2020, and that, pursuant to the City's Charter, the following officials shall be elected for the City:

Mayor
Council Member, Position No. 1
Council Member, Position No. 3
Council Member, Position No. 5

WHEREAS, the election so ordered for the City of Dickinson is being ordered not later than 78 days before the election day pursuant to §3.005(a), Texas Election Code.

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

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

Section 2. In accordance with the general laws and Constitution of the State of Texas, a General Municipal Election is hereby called and ordered for the first Saturday in May, 2020, the same being the 2nd day of said month, at which election all qualified voters of the City may vote for the purpose of electing the following officials of the City:

Mayor
Council Member, Position No. 1
Council Member, Position No. 3
Council Member, Position No. 5

Section 3. No person's name shall be placed upon the official ballot as a candidate for any of the above-mentioned positions unless such person shall have filed his or her sworn application, as provided by Sections 141.031, 143.004, and 143.007 of the TEXAS ELECTION CODE and Section 3.01 of the Charter of the City of Dickinson, with the City Secretary of the City at the City Offices, located at 4403 Highway 3, Dickinson, Texas 77539, not later than five o'clock (5:00) p.m. on February 14, 2020, the seventy-eighth (78th) day before the date of such election. The City Secretary shall note on the face of each such application the date and time of its filing. Such application shall include the number of the place the candidate is seeking. A declaration of write-

in candidacy must be filed with the City Secretary, as provided by Section 146.054 of the TEXAS ELECTION CODE, not later than five o'clock (5:00) p.m. on February 18, 2020, except as otherwise provided in the case of a deceased or ineligible candidate.

Section 4. The present boundaries of the City, constituting one election precinct, the polls shall be open for voting on Election Day, Saturday May 2, 2020, from seven o'clock (7:00) a.m. until seven o'clock (7:00) p.m. at the following polling place:

POLLING PLACE
City of Dickinson City Hall
4403 Highway 3
Dickinson, Texas 77539

Section 5. Early voting by personal appearance shall be conducted by Galveston County Elections Division Early Voting Clerk in accordance with the agreement with Galveston County as approved by Resolution 1807-2020 of the City Council, and, in accordance with Sections 83.032 and 83.034 of the Texas Election Code, the Early Voting Clerk may appoint one or more deputy early voting clerks. Said clerks shall not permit anyone to vote early by personal appearance on any day that is not a regular working day for the Early Voting Clerk's office, and, under no circumstances, shall they permit anyone to vote early by personal appearance at any time when such office is not open to the public. Early voting shall occur at any Galveston County polling location.

The Early Voting Clerk shall keep said office open for early voting by personal appearance from 8:00 a.m. until 5:00 p.m. Monday through Friday, on each day except Saturday and Sunday and official City holidays, commencing on Monday, April 20, 2020 and terminating on Tuesday, April 28, 2020. Extended hours for Early Voting shall be April 27 and April 28, 2020 from 7:00 a.m. to 7:00 p.m. Early voting shall be conducted in accordance with the requirements of the Texas Election Code.

The Early Voting Clerk's mailing address to which ballot applications and ballots voted by mail may be sent is:

Dwight Sullivan, Galveston County Clerk
Attention: Ballots by Mail
Galveston County Justice Center
P.O. Box 17253
Galveston, TX 77552-7253

The Early Voting Clerk, in accordance with the Texas Election Code, shall maintain a roster listing each person who votes early by personal appearance and each person to whom a ballot to be voted by mail is sent. The roster shall be maintained in a form approved by the Secretary of State.

All ballots cast shall be counted by an Early Voting Ballot Board. The Early Voting Ballot Board for said election shall be appointed by the Galveston County Elections Division.

Section 6. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing by the City Secretary, as provided by Section 52.094 of the TEXAS ELECTION CODE. The City Secretary shall post a notice in his office, at least seventy-two (72) hours prior to the date on which the drawing is to be held, of the time and place

of the drawing, and shall also give personal notice to any candidate who makes written request for such notice and furnishes to the City Secretary a self-addressed, stamped envelope. Each candidate involved in the drawing, or a representative designated by the candidate, shall have a right to be present and observe the drawing.

Section 7. The candidate receiving a majority of votes in each of the positions to be filled in the Municipal Election shall be declared elected to such position.

Section 8. Notice of this election shall be given in accordance with the provisions of the TEXAS ELECTION CODE and returns of such notice shall be made as provided for in said Code. The Mayor shall issue all necessary orders and writs for such election, and returns of such election shall be made to the City Secretary immediately after the closing of the polls.

Section 9. Said election shall be held in accordance with the TEXAS ELECTION CODE and the Federal Voting Rights Act of 1965, as amended.

Section 10. This Resolution shall become effective immediately upon its passage.

PASSED, APPROVED AND RESOLVED this 28th day of January, 2020

Julie Masters, Mayor
City of Dickinson, Texas

ATTEST:

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

APPROVED AS TO FORM AND CONTENT:

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

ITEM 10

**Dickinson City Council
Agenda Item Data Sheet**

MEETING DATE: January 28, 2020

TOPIC:	<p>Resolution Number XXX-2020</p> <p>A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, ORDERING A SPECIAL ELECTION TO BE HELD ON MAY 2, 2020, FOR THE PURPOSE OF FILLING AN UNEXPIRED TERM FOR CITY COUNCIL POSITION NO. 2; PROVIDING DETAILS RELATING TO THE HOLDING OF SUCH ELECTION; PROVIDING FOR THE INCORPORATION OF PREAMBLE AND AN EFFECTIVE DATE.</p>
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BACKGROUND:	<p>On January 15, 2020, Council Member Skipworth submitted an application for a place on the May 2, 2020 General Election ballot to run for the office of Mayor. Under Article XVI, Section 65(b) of the Texas Constitution, the submission is considered a resignation of his current Council seat (Position 2), and, due to length of Council Member Skipworth’s unexpired term of office, a Special Election must be held to fill the position. The City Attorney has determined that if an election is ordered in January, it may be held in conjunction with the May 2, 2020 General Election.</p> <p>This Resolution calls for such election; declares the position to be elected and makes provisions for filing as a candidate; declares the City as one precinct and establishes the polling place, dates and hours for early voting; makes provisions for voting by mail, and order of ballot; provides that a candidate must receive a majority of votes to be elected, that notices must be filed in accordance with the Texas Election Code and that the election will be held in accordance with the Texas Election Code and the Federal Voting Rights Act of 1965, as amended.</p>
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RECOMMENDATION:	Staff recommends approval of the Resolution.
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ATTACHMENTS:	<ul style="list-style-type: none"> • Resolution Number XXX-2020
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FUNDING ISSUES:	<input type="checkbox"/> Not applicable – no dollars are being spent or received. <input type="checkbox"/> Full amount already budgeted in Acct/Project# <input checked="" type="checkbox"/> Not fully budgeted.
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FINANCE VERIFICATION OF FUNDING:	
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SUBMITTING STAFF MEMBER:	CITY ADMINISTRATOR APPROVAL:
Alun W. Thomas, City Secretary	

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

RESOLUTION NUMBER XXX-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, ORDERING A SPECIAL ELECTION TO BE HELD ON MAY 2, 2020, FOR THE PURPOSE OF FILLING AN UNEXPIRED TERM FOR CITY COUNCIL POSITION NO. 2; PROVIDING DETAILS RELATING TO THE HOLDING OF SUCH ELECTION; PROVIDING FOR THE INCORPORATION OF PREAMBLE AND AN EFFECTIVE DATE.

* * * * *

WHEREAS, due to the resignation of Council Member Sean Skipworth, a vacancy was created for City Council Member Position No. 2; and

WHEREAS, Section 3.05 of the City Charter requires that a vacancy be filled by special election to fill the remainder of the unexpired term; and

WHEREAS, the Texas Election Code, as amended (the "Code"), is applicable to said election, and provides that "[e]xcept as otherwise provided by this code, a special election to fill a vacancy shall be held on the first authorized uniform election date occurring on or after the 46th day after the date the election is ordered." (Tex. Elec. Code § 201.052(a).), with that date being May 2, 2020; and

WHEREAS, the City Council of the City of Dickinson, Texas, (hereinafter referred to as the "City") has determined that the City should conduct the special election on Saturday, May 2, 2020, and that, the following official shall be elected for the City:

Council Member, Position No. 2

WHEREAS, the election so ordered for the City of Dickinson is being ordered not later than 78 days before the election day.

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

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

Section 2. In accordance with the general laws and Constitution of the State of Texas, a Special Municipal Election is hereby called and ordered for the first Saturday in May, 2020, the same being the 2nd day of said month, at which election all qualified voters of the City may vote for the purpose of electing the following official of the City:

Council Member, Position No. 2

Section 3. No person's name shall be placed upon the official ballot as a candidate for any of the above-mentioned positions unless such person shall have filed his or her sworn application, as provided by Sections 141.031, 143.004, and 143.007 of the TEXAS ELECTION CODE and Section 3.01 of the Charter of the City of Dickinson, with the City Secretary of the City at the City Offices, located at 4403 Highway 3, Dickinson, Texas 77539, not later than five o'clock (5:00) p.m. on March 2, 2020, the sixty-first (61st) day before the date of such election. The deadline for

filing the sworn application has been extended to March 2, 2020 because the sixty-second day before the election is a Sunday. The City Secretary shall note on the face of each such application the date and time of its filing. Such application shall include the number of the place the candidate is seeking. A declaration of write-in candidacy must be filed with the City Secretary, must be filed not later than five o'clock (5:00) p.m. on March 2, 2020, the sixty-first (61st) day before the date of such election, except as otherwise provided in the case of a deceased or ineligible candidate. The deadline for filing the declaration of write-in candidacy has been extended to March 2, 2020 because the sixty-second day before the election is a Sunday.

Section 4. The present boundaries of the City, constituting one election precinct, the polls shall be open for voting on Election Day, Saturday May 2, 2020, from seven o'clock (7:00) a.m. until seven o'clock (7:00) p.m. at the following polling place:

POLLING PLACE

City of Dickinson City Hall
4403 Highway 3
Dickinson, Texas 77539

Section 5. Early voting by personal appearance shall be conducted by Galveston County Elections Division Early Voting Clerk in accordance with the agreement with Galveston County as approved by Resolution 1807-2020 of the City Council, and, in accordance with Sections 83.032 and 83.034 of the Texas Election Code, the Early Voting Clerk may appoint one or more deputy early voting clerks. Said clerks shall not permit anyone to vote early by personal appearance on any day that is not a regular working day for the Early Voting Clerk's office, and, under no circumstances, shall they permit anyone to vote early by personal appearance at any time when such office is not open to the public. Early voting shall occur at any Galveston County polling location.

The Early Voting Clerk shall keep said office open for early voting by personal appearance from 8:00 a.m. until 5:00 p.m. Monday through Friday, on each day except Saturday and Sunday and official City holidays, commencing on Monday, April 20, 2020 and terminating on Tuesday, April 28, 2020. Extended hours for Early Voting shall be April 27 and April 28, 2020 from 7:00 a.m. to 7:00 p.m. Early voting shall be conducted in accordance with the requirements of the Texas Election Code.

The Early Voting Clerk's mailing address to which ballot applications and ballots voted by mail may be sent is:

Dwight Sullivan, Galveston County Clerk
Attention: Ballots by Mail
Galveston County Justice Center
P.O. Box 17253
Galveston, TX 77552-7253

The Early Voting Clerk, in accordance with the Texas Election Code, shall maintain a roster listing each person who votes early by personal appearance and each person to whom a ballot to be voted by mail is sent. The roster shall be maintained in a form approved by the Secretary of State.

All ballots cast shall be counted by an Early Voting Ballot Board. The Early Voting Ballot Board for said election shall be appointed by the Galveston County Elections Division.

Section 6. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing by the City Secretary, as provided by Section 52.094 of the TEXAS ELECTION CODE. The City Secretary shall post a notice in his office, at least seventy-two (72) hours prior to the date on which the drawing is to be held, of the time and place of the drawing, and shall also give personal notice to any candidate who makes written request for such notice and furnishes to the City Secretary a self-addressed, stamped envelope. Each candidate involved in the drawing, or a representative designated by the candidate, shall have a right to be present and observe the drawing.

Section 7. The candidate receiving a majority of votes in each of the positions to be filled in the Municipal Election shall be declared elected to such position.

Section 8. Notice of this election shall be given in accordance with the provisions of the TEXAS ELECTION CODE and returns of such notice shall be made as provided for in said Code. The Mayor shall issue all necessary orders and writs for such election, and returns of such election shall be made to the City Secretary immediately after the closing of the polls.

Section 9. Said election shall be held in accordance with the TEXAS ELECTION CODE and the Federal Voting Rights Act of 1965, as amended.

Section 10. This Resolution shall become effective immediately upon its passage.

PASSED, APPROVED AND RESOLVED this 28th day of January, 2020

Julie Masters, Mayor
City of Dickinson, Texas

ATTEST:

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

APPROVED AS TO FORM AND CONTENT:

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

ITEM 11

RESOLUTION NUMBER XXX-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING AN AGREEMENT WITH HUITT-ZOLLARS, INC. FOR ENGINEERING AND SURVEYOR SERVICES IN CONNECTION WITH HURRICANE HARVEY COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR) PROGRAM INFRASTRUCTURE PROJECTS; AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE AN AGREEMENT FOR SUCH SERVICES; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Dickinson desires to implement Hurricane Harvey CDBG-DR Infrastructure Projects under the general direction of the Community Development Block Grant – Disaster Recovery (hereinafter called “CDBG-DR”) Program administered by the Texas General Land office (GLO); and

WHEREAS, the City desires to enter into an agreement with Huitt-Zollars, Inc., attached hereto as Exhibit “A”, to render certain engineering and surveyor services in connection with the CDBG-DR Project, Contract Number DR-4332-201; and

WHEREAS, the maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$535,000 and payment to the Firm shall be based on satisfactory completion of identified milestones; and

WHEREAS, upon full review and consideration of the agreement and all matters attendant and related thereto, the City Council is of the opinion that the agreement should be approved and that the City Administrator should be authorized to execute the 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 agreement, having been reviewed by the City Council of the City of Dickinson and found to be acceptable and in the best interests of the City of Dickinson and its citizens, 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 28th day of January 2020.

Julie Masters, Mayor
City of Dickinson, Texas

ATTEST:

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

APPROVED AS TO FORM AND CONTENT:

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

EXHIBIT “A”

TO

RESOLUTION XXX-2020

ENGINEERING/SURVEYOR SERVICES

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 Mr. Chris Heard, City Administrator, City of Dickinson, hereunto duly authorized, and Huitt-Zollars, Inc. hereinafter called "Firm," acting herein by Mr. Gregory R. Wine, PE, LEED AP, Senior Vice President, Huitt-Zollars, Inc.

WITNESSETH THAT:

WHEREAS, the City of Dickinson desires to implement the following: Hurricane Harvey CDBG-DR Infrastructure Projects under the general direction of the Community Development Block Grant – Disaster Recovery (hereinafter called "CDBG-DR") Program administered by the Texas General Land office (GLO); and Whereas the City desires to engage Huitt-Zollars, Inc. to render certain engineering and surveyor services in connection with the CDBG-DR Project, Contract Number DR-4332-2017.

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 December 1, 2019. In any event, all of the services required and performed hereunder shall be completed no later than November 30, 2021.

3. Local Program Liaison - For purposes of this Agreement, the City Administrator for the City of Dickinson, 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 General Land office (GLO), 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 CDBG-DR award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City's CDBG-DR contract with GLO.

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 \$535,000. 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 attorney’s fees, arising out of the Firm’s 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 Dickinson, 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, 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: _____
(Local City Official)

Chris Heard
(Printed Name)

City Administrator
(Title)

BY: 

(Firm's Authorized Representative)

Gregory R. Wine, PE, LEED AP
(Printed Name)

Senior Vice President
(Title)

PART II

SCOPE OF SERVICES

The Firm shall render the following professional services necessary for the development of the projects, Project 1 – Pin Oak Drive Drainage Improvements and Project 2 – Tributary to Gum Bayou Widening:

SCOPE OF SERVICES

1. Attend preliminary conferences with the City regarding the requirements of the project.
 2. Determine necessity for acquisition of any additional real property/easements/right-of-ways (ROWs) for the CDBG-DR project and, if applicable, furnish to the City:
 - a. Name and address of property owners;
 - b. Legal description of parcels to be acquired; and
 - c. Map showing entire tract with designation of part to be acquired.
 3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the City providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Firm will review any tests required and act as the City's representative in connection with any such services.
 4. Prepare railroad/highway permits.
 5. Prepare a preliminary engineering study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the City, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Firm's recommendations; to be completed within 60 days of execution of this Agreement.
 6. Furnish the City copies of the preliminary report, if applicable (additional copies will be furnished to the City at direct cost of reproduction).
 7. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and assist City with obtaining clearance(s).
 8. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Firm shall also furnish to the City an updated written Estimate of Probable Costs for the Project.
 9. Make 10-day call to confirm prevailing wage decision.
 10. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
 11. Conduct bid opening and prepare minutes.
 12. Tabulate, analyze, and review bids for completeness and accuracy.
 13. Accomplish construction contractor's eligibility verification through www.SAM.gov.
 14. Conduct pre-construction conference and prepare copy of report/minutes.
 15. Issue Notice to Proceed to construction contractor.
 16. 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.
 17. Design for access by persons with disabilities for those facilities to be used by the public in accordance with Public Law 504.
 18. Use GLO-approved forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.
 19. 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 GLO for approval prior to execution with the construction contractor.
20. Make periodic visits, no less than once every 30 days during the construction period, to the construction site to observe the progress and quality of the work, to ensure that the work conforms with the approved plans and specifications, and to determine if the work is proceeding in accordance with the Agreement.
 21. Furnish the City a written monthly status report at least seven (7) days prior to the regularly scheduled council/commissioner's court meeting until the project is closed by GLO.
 22. 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).
 23. Resolve all payment requests within 14 days of receipt of signed pay request from the construction contractor.
 24. 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.
 25. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the City and approval by GLO, unless State or local law provides otherwise.
 26. 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).
 27. Conduct substantial completion and final inspections.
 28. Revise contract drawings to show the work as actually constructed, and furnish the City with a set of "record drawings" plans.
 29. The Firm will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the Firm shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the City. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

SUBCONTRACTS

1. No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing, from the City.
 2. The Firm shall, prior to proceeding with the work, notify the City in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
 3. 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.
-

4. 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 GLO and to the Regional Office of the Environmental Protection Agency (EPA).
5. 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.
6. 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 including the manner by which it will be effected and the basis for settlement..
7. 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
8. 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.
9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the City, GLO, 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.
10. 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.

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 compensate the Firm for professional services provided upon completion of the following project milestones as specified below:

Project 1 – Pin Oak Drive Drainage Improvements

BASIC SERVICES

Basic Services will be paid based on the completion of project milestones shown below.

Milestone	Basic Services Fee (Lump Sum)
• Engineering Contract Execution (30%)	\$34,500
• 100% Design Approval (30%)	\$34,500
• Bid Advertisement (10%)	\$11,500
• Construction Notice to Proceed (15%)	\$17,250
• As-Built Plans/COCC/FWCR (15%)	\$17,250
Total	\$115,000

SPECIAL SERVICES

Fees for Special Services shall not exceed a total of Fifteen Thousand and No/100 Dollars (\$15,000). The payment for these Special Services shall be paid as follows:

1. The Firm shall be paid upon completion of surveying, necessary field data, and acquisition data, if applicable, the lump sum of Ten Thousand and No/100 Dollars (\$10,000).
2. The Firm shall be reimbursed the actual costs of necessary geotechnical Investigation based on itemized billing statements from the geotechnical firm, plus a zero percent (0%) overhead charge. All fees for geotechnical services shall not exceed a total of Five Thousand and No/100 Dollars (\$5,000).
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.

Project 2 – Tributary to Gum Bayou Widening

BASIC SERVICES

Basic Services will be paid based on the completion of project milestones shown below.

Milestone	Basic Services Fee (Lump Sum)
• Engineering Contract Execution (30%)	\$75,000
• 100% Design Approval (30%)	\$75,000
• Bid Advertisement (10%)	\$25,000
• Construction Notice to Proceed (15%)	\$37,500
• As-Built Plans/COCC/FWCR (15%)	\$37,500
Total	\$250,000

SPECIAL SERVICES

Fees for Special Services shall not exceed a total of One Hundred Fifty Five Thousand and No/100 Dollars (\$155,000). The payment for these Special Services shall be paid as follows:

1. The Firm shall be paid upon completion of surveying, necessary field data, and acquisition data, if applicable, the lump sum of Sixty Thousand and No/100 Dollars (\$60,000).
 2. The Firm shall be reimbursed the actual costs of necessary geotechnical Investigation based on itemized billing statements from the geotechnical firm, plus a zero percent (0%) overhead charge. All fees for geotechnical services shall not exceed a total of Thirty Thousand and No/100 Dollars (\$30,000).
 3. The Firm shall be reimbursed the actual costs of necessary environmental services based on itemized billing statements from the environmental services firm, plus a zero percent (0%) overhead charge. All fees for environmental services shall not exceed a total of Sixty Five Thousand and No/100 Dollars (\$65,000).
 4. The payment requests shall be prepared by the Firm and be accompanied by such supporting data to substantiate the amounts requested.
 5. Any work performed by the Firm prior to the execution of this Agreement is at the Firm's sole risk and expense.
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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 / County and become the property of the City / County. 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.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City for any additional compensation or damages in the event of such termination and payment.

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 CDBG-DR 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
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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. [*This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.*] 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 CDBG-DR award between GLO and the City / County, 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 CDBG-DR award between GLO 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.
- a. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the CDBG-DR award between GLO 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 CDBG-DR award between GLO 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
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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.
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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.
 20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.
 - a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
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d. The Firm agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

PART V
HOURLY RATE SCHEDULE



HUITT-ZOLLARS

Houston

2020

HOURLY RATE SHEET

Engineering/Architecture

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

Interior Design

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

Survey

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

Survey Crews

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

Construction

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

Administrative

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

Reimbursable Expenses

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

ITEM 12

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 PURPLE WAVE, INC. (AUCTIONEER), AUTHORIZING PURPLE WAVE TO CONDUCT PROPERTY AUCTIONS ON BEHALF OF THE CITY OF DICKINSON; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Purple Wave, Inc. desire to enter into the Internet Auction Agreement, attached hereto as Exhibit "A" to sell property at Public Auction on behalf of the City.

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 Purple Wave.

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 28th 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



Straight. Simple. Sold®

866.608.9283

INTERNET AUCTION AGREEMENT

This Internet Auction Agreement is by and between the Seller identified below and Purple Wave, Inc. (the "Auctioneer"), together, the Parties. Seller hires Auctioneer to sell, as Seller's agent, the Property listed on Exhibit I (or any other Property made available to Auctioneer for sale) at public auction in accordance with the following, including the Terms and Conditions on page 2 ("Agreement").

Auction Date(s) / Title: _____

SELLER INFORMATION

Customer No. (if known): _____ Segment/Industry: _____

Company Name: City Of Dickinson

Representative Name: Ray Stutzman Representative Title: Facilities Manager

Street: 4403 Hwy 3

City: Dickinson State: Texas ZIP: 77539

Phone: 832-435-3911 Alt. Phone: _____ Email: rstutzman@ci.dickinson.tx.us

SETTLEMENT: Auctioneer will distribute Auction Proceeds to Seller within 15 business days of the Auction date:

By check to the address above, payable to the Company (or) payable to the Representative.

By check payable as follows: City of Dickinson
(insert alternative payee, alternative address, and/or alternative "To The Attention" Contact)

In accordance with Supplemental Settlement Instructions *(for multiple payees, electronic payments, and similar instructions).*

SELLER FEES: Seller will pay a listing fee of \$100 per lot. If applicable, Seller will also pay a service fee(s) of 3 % of the winning bid(s). Other _____

Internal Use Only

ENCUMBRANCES: Does any of the Property have a lien filed against it (or a secured line of credit)? No Yes *(if Yes, list below)*

Lending Institution	Lender Contact	Phone

Seller has listed all known encumbrances above and authorizes the Auctioneer to work directly with the encumbering party to clear the encumbrance. Auctioneer, at its discretion, may perform title, lien, or UCC searches to confirm encumbrance status on the Property or Seller. Seller owns and has the authority to sell the Property without consent of any third party and without condition except as noted above. Seller will ensure Property is or will be free and clear of encumbrances or liens before conclusion of the Auction.

The Seller has a recent, current, or pending bankruptcy, lawsuit, tax lien or any other circumstance that could result in another party making a claim against the Property or the Auction Proceeds. Yes No

SIGNATURES: The Parties execute this Agreement effective the last date written below. This Agreement, including the accompanying Exhibit 1 and Listing Sheets, and Special Settlement Instructions or other addendums, if any, is the whole agreement between the Parties and all prior discussions, agreements or understandings are completely merged into and superseded by this Agreement. Seller's representative below has authority to commit the Seller contractually and agrees to the Agreement including the Terms & Conditions on Page 2.

Seller: *Ray Stutzman* Ray Stutzman Facilities Manager 1/3/2020
Signature Printed Title Date

Auctioneer: _____
Signature Printed Title Date

Internet Auction Agreement Terms and Conditions

THE AUCTIONEER WILL DO THE FOLLOWING:

1. Exercise best professional judgement and effort to lot, market, and auction the Property in a manner most likely to yield the best net sales prices under the circumstances
2. Use best efforts to qualify bidders and collect payments
3. Collect and remit sales taxes according to state regulations
4. Coordinate transfer of title between Seller and Buyer
5. Send Proceeds to Seller within 15 business days of Auction, less any Compensation due to the Auctioneer
6. Follow applicable laws and regulations and obtain any necessary permits, bonds, and insurance

EXCLUSIVE LISTING Seller will withdraw the Property from any other selling service. The Seller will list the Property for sale exclusively with the Auctioneer. Seller will not withdraw any portion of the Property from the Auction except with (a) prior written consent of the Auctioneer and only after (b) reimbursing Auctioneer for Compensation described below based on a 3rd party appraisal and all expenses for advertising retractions and similar expenditures to cancel the Auction.

USE OF WEBSITE The Property will sell in an Internet-only auction on Auctioneer's website www.purplewave.com. If Seller notices missing or incorrect information in the Property description on the website or auction advertising, the Seller will notify Auctioneer promptly. Seller agrees Auctioneer will post the Auction results on Auctioneer's website.

TITLES Seller will deliver to Auctioneer any certificate of title Seller has prior to the start of the Auction and Auctioneer may defer the start of the Auction until a certificate of title is delivered.

RIGHT TO POSTPONE In event of a technical failure, bidding error, or other unforeseen emergency, Auctioneer may, at its discretion, cancel or postpone any item(s) in the Auction and may take actions, such as re-listing items in a future Auction, to allow a natural conclusion to the sale.

PROPERTY CONDITION The Property will be represented and sold in its "as is, where is" condition, without warranties of any kind by Seller or Auctioneer. Seller will complete all Property information and condition disclosure forms requested by Auctioneer. Seller will accurately disclose all Property information and condition and represents that equipment is in safe and working order unless specifically disclosed otherwise in the description. If there is a dispute with a winning bidder over the condition of the Property, Auctioneer will attempt to resolve the issue on behalf of Seller but may, if necessary, seek Seller's assistance in the resolution. Seller agrees that Auctioneer shall not be liable for any losses or claims related to the condition of the Property except in situations where Auctioneer is at fault and the Seller shall otherwise assume full responsibility for such losses or claims. Seller should maintain casualty insurance (including self-insurance) for the Property until possession is transferred to the winning bidder.

UNRESERVED AUCTION The Property will be sold "absolute" and "without reserve." Once Auctioneer has placed the Property on www.purplewave.com and received a bid on it, the Auction has begun and the Property must and will be sold for the highest bid received at the end of the Auction. Auctioneer will use words indicating the absolute nature of the auction in event advertising. Although Auctioneer will use its best efforts, no guarantees or representations regarding the level of bidder interest the Property may attract, number of bids or ultimate price that may be received are made by Auctioneer. Seller will accept for the Property the highest winning bid accepted by the Auctioneer (also called the hammer price), less the Compensation due Auctioneer.

THE SELLER WILL DO THE FOLLOWING:

1. Provide representative to host inspections, answer bidder questions, and coordinate release of Property to Buyer
2. Ensure Property is in safe working order or if not, disclose working condition of Property in disclosures and to the Auctioneer
3. Ensure Property has no encumbrances/liens prior to Auction
4. Provide transferable title or ownership documentation
5. Report to Auctioneer promptly missing or incorrect information on www.purplewave.com or auction advertising
6. Refrain from shill-bidding (bidding on your own assets)
7. Release Property to Buyers providing 'paid-in-full' invoice

SHILL BIDDING PROHIBITED It is illegal and against Auctioneer's policies for the Seller, Auctioneer (acting as Seller's agent), or anyone else acting on Seller's behalf to bid on the Property. If an innocent third party is the declared winner bidder, the Auctioneer may complete the sale to that innocent third party and adjust the purchase price to reflect the last good faith bid. In the event the Auctioneer determines the Seller or someone bidding on Seller's behalf, bids on the Property, the Seller will pay Auctioneer an additional administrative fee of two-times the combined Seller Fees and Buyer's Premium the Auctioneer would have otherwise collected from the final winning bid for the Property as compensation for the expense and effort of any related corrective action taken by the Auctioneer, regardless of whether Seller, Seller's agent or an innocent third party is the declared winner of the Property.

COLLECTIONS Auctioneer will use its best efforts to qualify bidders and collect payments from winning bidders however, Auctioneer does not guarantee collection of payment. Auctioneer will collect and remit sales taxes in accordance with state and local regulations. Auctioneer will pay all banking fees and retain any interest or credits earned related to collection of the Auction Proceeds.

COMPENSATION Seller agrees to pay Auctioneer the Seller Fees previously stated, if any, applied against the winning bid(s) received and collected for the Property. Seller also agrees Auctioneer may collect and retain from winning bidders a standard buyer's premium of 10% of the winning bid(s) for the Property. Lastly, Seller agrees that Auctioneer may charge and collect late payment or similar reasonable administrative fees from winning bidders when warranted and retain those fees as compensation for additional efforts to address such issues.

RELEASE TO BUYERS Auctioneer will send a copy of the "paid invoice" to the Seller upon collection of payment and Seller will release Property to the winning bidder once invoice has been paid in full. When requested by Seller, Auctioneer will provide best efforts to resolve Property removal issues between winning bidder(s) and Seller.

JURISDICTION This Agreement shall be governed by Kansas law, without regard to its law pertaining to conflict of laws, and any dispute shall be decided in the District Court of Riley County, Kansas. The Parties consent to that venue and to that court's personal jurisdiction. Auctioneer may waive any provision of this Agreement that benefits the Auctioneer at any time, but no such waiver shall affect any other provisions nor shall it amount to a permanent waiver of that particular provision. This Agreement may be executed in duplicate and in counterparts, but all counterpart signatures shall constitute one original. Facsimile signatures scanned/emailed signatures on this Agreement shall be as sufficient as original ink signatures.



SPECIAL SETTLEMENT INSTRUCTIONS

(print additional pages as needed)

Seller: _____ Customer Number: _____

Auction Date: _____

INSTRUCTIONS

In accordance with the Internet Auction Agreement, net proceeds from the auction of your Property will be settled within 15 business days after the auction occurs.

By default, Purple Wave will disburse the net proceeds to you, by check, using the information on the Internet Auction Agreement. If you would like the proceeds dispersed to multiple payee's and/or via wire transfer or ACH, please complete the following information below.

I instruct Purple Wave, Inc., to disburse the net proceeds from auction of my Property as follows:

Payee #1

Payee Name: _____
Street: _____
City: _____ State: _____ Zip: _____
Phone: _____
Email: _____

This Payee should receive (choose one):

- All net proceeds from all Property OR
- Net proceeds from the following lots within the auction:

Payee #1 Wire/ACH Instructions

Bank Name: _____
ABA Routing Number: _____
Account Name: _____
Account Number: _____

Payee #2

Payee Name: _____
Street: _____
City: _____ State: _____ Zip: _____
Phone: _____
Email: _____

This Payee should receive (choose one):

- All net proceeds from all Property OR
- Net proceeds from the following lots within the auction:

Payee #2 Wire/ACH Instructions

Bank Name: _____
ABA Routing Number: _____
Account Name: _____
Account Number: _____

Seller Signature: _____

Date _____



Auction Planning Form

Internal use	Location: A B C
CUSTOMER	_____
LEAD	_____ RATE _____
JOB CODE	_____

HOW TO USE THIS FORM: This form is used to guide the listing of items on purplewave.com. Complete this form for each location in which items are located. A completed copy of this form is required for listing items on purplewave.com.

LOCATION OF ITEMS

Complete location information. Check the box if you do not want company or full address published to purplewave.com

Company/Department _____ Address _____

City _____ State _____ Zip _____

Do NOT publish company/department to purplewave.com Do NOT publish full address to purplewave.com

QUESTIONS ABOUT THE ITEMS SHOULD BE DIRECTED TO:

Complete contact information. Check the box if the information can be published to purplewave.com.

Publish to website?

Name(s): _____

Email(s): _____

Phone(s): _____

QUESTIONS ABOUT INSPECTION SHOULD BE DIRECTED TO:

Complete contact information. Check the box if the information can be published to purplewave.com.

Publish to website?

Same as above Name(s): _____

Email(s): _____

Phone(s): _____

INSPECTION DETAILS (check all that apply)

Inspections are by appointment only

Inspections are during the following dates and times:

Notes: _____

Date:	Times:
Date:	Times:
Date:	Times:

QUESTIONS ABOUT LOAD-OUT SHOULD BE DIRECTED TO:

Complete contact information. Check the box if the information can be published to purplewave.com.

Publish to website?

Same as above Name(s): _____

Email(s): _____

Phone(s): _____

LOAD-OUT DETAILS (check all that apply)

Inspections are by appointment only

Load-out is available during the following dates and times:

Notes: _____

Date:	Times:
Date:	Times:
Date:	Times:

Can you provide...? (check all that apply)

Load-out assistance? Vehicle start assistance?

Forklift? Loading dock?

Items must be removed by _____
Minimum is 7 days from the date of the auction. Default is 14 days after the auction.

PAID INVOICES SHOULD BE SENT TO:

List any additional people to receive paid invoices at the end of the auction (location contact above is included by default)

Email _____ Fax: _____

Name: _____ Email: _____ Fax: _____

Name: _____ Email: _____ Fax: _____

ITEM 13

RESOLUTION NUMBER XXX-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING TWO PROFESSIONAL SERVICES AGREEMENTS WITH IDS ENGINEERING GROUP, INC. FOR PROFESSIONAL SERVICES FOR THE PREPARATION OF CONSTRUCTION DOCUMENTS FOR THE RECONSTRUCTION OF MULTIPLE ROADWAYS IN THE CITY OF DICKINSON; AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE AN AGREEMENT FOR SUCH SERVICES; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Dickinson desires to implement Hurricane Harvey CDBG-DR Infrastructure Projects under the general direction of the Community Development Block Grant – Disaster Recovery (hereinafter called “CDBG-DR”) Program administered by the Texas General Land office (GLO); and

WHEREAS, the City desires to enter into an agreement with IDS Construction, Inc attached hereto as Exhibit “A” and Exhibit “B”, to render certain engineering and surveyor services in connection with the CDBG-DR Project, Contract Number DR-4332-201; and

WHEREAS, the maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$1,282,920 and payment to the Firm shall be based on satisfactory completion of identified milestones. Said compensation to the Firm will be paid from the Street Fund and Disaster Fund; The City should have up to \$670,882 eligible for reimbursement through Federal programs; and

WHEREAS, upon full review and consideration of the proposals and all matters attendant and related thereto, the City Council is of the opinion that the Proposals should be approved and that the City Administrator should be authorized to execute professional service agreements with IDS Construction, 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 IDS Construction, 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 28th day of January 2020.

Julie Masters, Mayor
City of Dickinson, Texas

ATTEST:

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

APPROVED AS TO FORM AND CONTENT:

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

EXHIBIT “A”

TO

RESOLUTION XXX-2020



January 21, 2020

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

Reference: Revised Proposal to Perform Professional Services for the reconstruction of multiple roadways in the City of Dickinson;
IDS Job No. 1841-011-00

Dear Mr. Heard:

As requested by the City of Dickinson (City), IDS Engineering Group, Inc. is pleased to present this revised proposal to perform professional services for the preparation of construction documents for the above referenced project. The project is comprised of reconstruction of the following streets:

- A. Kansas Avenue from north side of intersection at 38th Street through south side of intersection at 28th Street. Improvements will connect to existing concrete pavement intersections at 36th, 35th and 29th Streets. Approximately 2,840 Linear Feet.
- B. Texas Avenue from south side of intersection at 38th Street through south side of intersection at 28th Street. Improvements will connect to existing concrete pavement intersections at 36th, 35th and 29th Streets. Approximately 2,840 Linear Feet.
- C. Colorado Avenue from north side of intersection at 30th Street to south side of intersection at 28th Street. Improvement will connect to existing concrete pavement intersection at 29th Street. Approximately 536 Linear Feet.
- D. 30th Street from east side of intersection with FM 1266 to west side of intersection with California Avenue. Approximately 2,863 Linear Feet.
- E. 32nd Street from east side of intersection with FM 1266 to west side of intersection with California Avenue. Approximately 2,899 Linear Feet.
- F. 34th Street from east side of intersection with FM 1266 to west side of intersection with California Avenue. Approximately 2,950 Linear Feet.
- G. 38th Street from east side of intersection with FM 1266 to west side of intersection with California Avenue. Approximately 2,809 Linear Feet.
- H. 39th Street from Texas Avenue to west side of intersection with California Avenue. Approximately 1,439 Linear Feet. (39th Street between California and Colorado Avenue is a divided roadway).
- I. 23rd Street from west side of intersection with Highway 3 to east side of intersection with Timber Drive. Improvements will connect to existing concrete pavement at intersection with Avenue G. Approximately 1,550 Linear Feet.
- J. 25th Street from west side of intersection with Highway 3 to east side of intersection with Avenue H. Improvements will connect to existing concrete pavement at intersection with Avenue G. Approximately 890 Linear Feet.

- K. 26th Street from west side of intersection with Highway 3 to the east side of intersection with Avenue I. Improvements will connect to existing concrete pavement at intersection at Avenue G. Approximately 1175 Linear Feet.

The total length of roadway improvements is approximately 22,751 Linear Feet.

The Scope of Services for this project is as follows.

Survey

1. Conduct a Topographic survey along the project roadways based on Tropical Storm Allison Recovery Project (TSARP) datum. Elevations will be based on North American vertical datum of 1988 (NAVD88), 2001 adjustment will include 100-foot (+/-) cross-sections of the roadways. The Topographic Survey will locate fences, mailboxes, driveways, power poles, manholes, valves, hydrants, and inlets along with other visible structures or utilities along the right-of-way. "Significant" trees within 5 feet of the apparent Right-of-Way will also be located. The survey will establish Horizontal and Vertical control points along each roadway.

Hydrologic Study

2. Conduct a hydrologic study of the project roadways identified above to identify the initial sizing for storm sewers and roadside ditch culverts. Provide a letter report documenting the hydrologic and hydraulic analysis with an exhibit showing the initial sizing for driveway culverts and storm sewers.

Design

3. Prepare two sets of construction plans for the reconstruction of the 11 roadways as described above. One bid package will be for the Nicholstone Addition and the second package will be for the Moors Addition. Proposed roadway improvements will be limited to the replacement of the existing pavement with concrete pavement. Design will include evaluation of existing drainage elements along project roadways against the City of Dickinson Drainage Criteria Manual. Proposed drainage improvements will be designed in accordance with the City's Drainage Criteria Manual. Design will include replacement of driveway culverts and approaches where necessary due to culvert depth adjustment or changes in size.
4. Prepare two (2) submittals of the construction documents and quantity estimates for roadway paving, Preliminary Engineering and Final Design submittals, and meet with the City to review. The construction drawings will be prepared based on the City's design standards using AutoCAD. Roadway construction drawings will be plan and profile view, drawn at a scale of 1" = 20' showing up to 500-feet of roadway on each sheet. Final deliverables will be one (1) full-size (22" x 34") set of drawings, three (3) half-size (11" x 17") set of drawings (paper copies) and an electronic version of the drawings in PDF format.
5. Provide a summary of quantities for the proposed roadways and drainage improvements.

6. Coordinate with TxDOT to obtain permit for connection of proposed improvements to FM 1266 and Highway 3.
7. Prepare a construction phasing and traffic control plan for the proposed improvements for Contractors use.
8. Develop a Storm Water Pollution Prevention Plan (SWPPP) inclusive of the appropriate forms for City use.
9. Participate in up to three (3) site visits/coordination meetings with the City over the course of the design. Obtain necessary utility approvals and signatures for the construction documents.

Geotechnical Investigation

10. Conduct soil borings along the project roadways at a spacing of approximately 1000 linear feet. Collected soil samples will be tested for moisture content, Atterberg limits, and strength testing.
11. Provide a geotechnical letter presenting the results along with a recommendation for design of a concrete pavement section including subgrade preparation.

Bid/Construction Phase Services

12. Preparation of the project manuals inclusive of the frontend documents, bid proposal form and technical specifications.
13. Provide assistance to the City during the bidding phase of the project including attending the pre-bid conference and preparing responses to prospective bidder's questions and preparing the necessary addenda. Assist in the tabulation and analysis of bids and furnish a recommendation for award of the construction contract. 43rd Street, Anchor Way, and Falco will be constructed under the existing contract with Lucas Construction and are therefore not included as a part of the construction phase services of this proposal.
14. Process and respond to Requests for Information (RFIs) and Submittals as required.
15. Provide services of the Engineer during construction to review and make recommendation for change orders and applications for payment.

Construction Observation

16. Provide part-time (20 hrs./week), Construction Observation during the duration of the construction for a period of up to 18 months.

17. Contract administration for review and processing of pay applications, review and negotiation of change orders.

Construction Materials Testing

18. Perform construction materials testing of soil materials, pavement subgrade, utility backfill, and concrete placement during construction to ensure compliance with contract requirements.

Compensation

We propose to provide the Survey, Hydrology Analysis, Design, Bid/Construction Phase Services, Construction Observation Phase, Geotechnical Investigation, and the Construction Material Testing for the lump sum estimated fees itemized in Table 1 and summarized below. These services will be invoiced monthly based on the percent of services completed. We propose to perform the Bid/Construction Phase Services and Construction Observation Phase on an Hourly Basis for the estimated fees itemized in Table 1 and summarized below. These services will be invoiced monthly based on effort expended and billed in accordance with the rate sheet shown in Attachment B. Construction Material Testing will be performed on a unit cost basis for the estimated fees itemized in Table 1 and summarized below. These services will be invoiced monthly based on testing completed and billed in accordance with the rate sheet shown in Attachment C.

Items 1	Survey	\$137,355.00	Lump Sum
Items 2	H & H	\$58,062.00	Lump Sum
Item 3 - 9	Design	\$601,610.00	Lump Sum
Items 10 – 11	Geotechnical Investigation	\$16,630.00	Lump Sum
Total Lump Sum Services		\$813,657.00	
Item 12 – 15	Bid/Construction Phase Services	\$73,128.00	Hourly
Item 16 – 17	Construction Observation Phase	\$174,904.00	Hourly
Item 18	Construction Material Testing	\$180,259.00	Hourly
Total Hourly Services		\$428,291.00	
Total Basic Services		\$1,241,928.00	(Estimated)

Services which are specifically excluded from this Scope of Services are the following:

1. Metes and Bounds Surveys.
2. Additional roadways or roadway segments not listed in this proposal.

All lump sum fee services will be invoiced monthly based on a percentage of work complete. Hourly fee services will be invoiced monthly based on effort expended and billed per the Rate Schedule in Attachment B. The total estimated fee for basic services included in this proposal is **\$1,241,928.00**. IDS will perform optional services at additional costs as requested and approved by the City.

Table 1
City of Dickinson - Street Reconstruction Projects

Street	Length	Survey	H&H	Design	Bid/CPS	OBS	Geotech	CMT	Total
Kansas	2,950	\$ 32,000.00	\$ 6,379.00	\$ 127,395.00	\$ 9,507.00	\$ 22,670.00	\$ 2,682.00	\$ 27,591.00	\$ 228,224.00
Texas	2,690	\$ 29,200.00	\$ 5,817.00	\$ 184,866.00	\$ 8,704.00	\$ 20,661.00	\$ 3,178.00	\$ 31,027.00	\$ 283,453.00
Colorado	536	\$ 1,672.00	\$ 1,160.00	\$ 4,798.00	\$ 1,718.00	\$ 4,123.00	\$ 292.00	\$ 3,446.00	\$ 17,209.00
30th	2,863	\$ 8,927.00	\$ 6,191.00	\$ 25,623.00	\$ 9,177.00	\$ 22,018.00	\$ 1,559.00	\$ 18,406.00	\$ 91,901.00
32nd	2,899	\$ 9,039.00	\$ 6,269.00	\$ 25,946.00	\$ 9,292.00	\$ 22,295.00	\$ 1,579.00	\$ 18,638.00	\$ 93,058.00
34th	2,950	\$ 32,000.00	\$ 10,000.00	\$ 162,609.00	\$ 9,525.00	\$ 22,665.00	\$ 3,057.00	\$ 30,599.00	\$ 270,455.00
38th	2,809	\$ 8,758.00	\$ 6,075.00	\$ 25,140.00	\$ 9,004.00	\$ 21,603.00	\$ 1,530.00	\$ 18,059.00	\$ 90,169.00
39th	1,439	\$ 4,487.00	\$ 3,112.00	\$ 12,879.00	\$ 4,613.00	\$ 11,067.00	\$ 784.00	\$ 9,252.00	\$ 46,194.00
23rd	1,550	\$ 4,833.00	\$ 5,599.00	\$ 13,872.00	\$ 4,968.00	\$ 11,920.00	\$ 844.00	\$ 9,965.00	\$ 52,001.00
25th	890	\$ 2,775.00	\$ 3,215.00	\$ 7,966.00	\$ 2,853.00	\$ 6,845.00	\$ 485.00	\$ 5,722.00	\$ 29,861.00
26th	1,175	\$ 3,664.00	\$ 4,245.00	\$ 10,516.00	\$ 3,767.00	\$ 9,037.00	\$ 640.00	\$ 7,554.00	\$ 39,423.00
Total (LF)	22,751	\$ 137,355.00	\$ 58,062.00	\$ 601,610.00	\$ 73,128.00	\$ 174,904.00	\$ 16,630.00	\$ 180,259.00	\$ 1,241,948.00

Mr. Chris Heard
City of Dickinson
January 21, 2020
Page 5

We appreciate the opportunity to present this proposal to the City of Dickinson. If you need additional information in support of this proposal, please contact us at 713.462.3178.

Respectfully submitted,



Travis S. Sellers, P.E.
Senior Vice President

\\FS3\Projects\1800\184101100 Hurricane Harvey\PM\010 Proposal\Nicholstone, Moors Addition and Other Streets\01-20-2020 Proposal - 11 Roadways\City of Dickinson Nicholstone, PA and City Funded Street Proposal - 11 Roadways01-13-2020.docx

Attachment B
IDS ENGINEERING GROUP
ENGINEERING AND SURVEYING SERVICES ON TIME AND MATERIALS BASIS

For and in consideration of the services to be rendered by the Engineer, the Owner, Client, or District, as applicable, shall pay, and the Engineer shall receive the compensation on a time and materials basis hereinafter set forth. Engineer will invoice Owner, Client, or District for services performed on a monthly basis.

Services performed on a time and materials basis would be based on the actual hourly salary cost rates for members of our staff times a multiplier of 2.3. The following is a list of typical hourly salary costs and billing rates for various staff categories:

ENGINEERING SERVICES TYPICAL BILLING RATE SCHEDULE

<u>Staff Category</u>	<u>Salary Cost</u>	<u>Multiplier</u>	<u>Typical Hourly Billing Rate</u>
Principal	\$113.00	2.3	\$260.00
Senior Project Manager	\$96.00	2.3	\$220.00
Project Manager	\$78.00	2.3	\$180.00
Design Manager	\$92.00	2.3	\$200.00
Project Engineer	\$65.00	2.3	\$150.00
Design Engineer	\$53.00	2.3	\$122.00
Senior Designer	\$65.00	2.3	\$150.00
GIS Technician	\$52.00	2.3	\$120.00
CADD Technician	\$51.00	2.3	\$117.00
Construction Manager	\$65.00	2.3	\$150.00
Construction Observer	\$61.00	2.3	\$140.00
Administrative	\$48.00	2.3	\$110.00

In addition, certain expenses incurred by us in performing this assignment will be billed to the Owner, Client, or District at direct cost plus ten percent (10%). These include long distance telephone calls, reproduction costs, travel expenses including meals, lodging, use of automobile at current IRS rate per mile and airline fares. Certain subcontract services such as soil borings and tests will be billed to you at our direct cost plus ten percent (10%).

SURVEYING SERVICES BILLING RATE SCHEDULE

<u>Staff Category</u>	<u>Hourly Billing Rate</u>
Survey Director (RPLS)	\$220.00
Survey Manager (RPLS).....	\$180.00
Registered Surveyor (RPLS):.....	\$130.00
Survey Coordinator.....	\$110.00
Survey Technician	\$78.00
Administrative	\$110.00
Survey Crew	\$195.00

Survey Crew rates are inclusive of all normal material, equipment, and vehicle costs, and we bill "portal to portal". Overtime rates, when required and approved by Owner, Client, or District, would be invoiced at 1.50 times the listed rates. Expenses for hourly per diems, hotel expenses, substantial or special materials and/or services or expenses required for specific projects, (e.g. delivery charges, reproduction costs, special property identification markers, specialized vehicle and equipment rentals, subcontracted labor and equipment for clearing, charges by public and private utilities for pipeline probing, subcontracted services by abstracting and/or title companies) will be billed at cost. Certain Surveying Services are subject to State and Local Sales Taxes which will be included on the invoice, in addition to billing rates and service charges.

Surveying services provided by IDS Engineering Group will comply with the rules and regulations of the Texas Board of Professional Land Surveying any complaints, not satisfied by this firm, should be directed to: The Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Building A, Suite 156, MC-230, Austin, Texas 78753.

Revised February 11, 2019



EXHIBIT “B”

TO

RESOLUTION XXX-2020



January 21, 2020

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

Reference: Revised Proposal to Perform Professional Services for the reconstruction of multiple roadways in the City of Dickinson;
IDS Job No. 1841-011-00

Dear Mr. Heard:

As requested by the City of Dickinson (City), IDS Engineering Group, Inc. is pleased to present this revised proposal to perform professional services for the preparation of construction documents for the above referenced project. The project is comprised of reconstruction of the following streets:

- A. 43rd Street from West side of intersection with Galveston Avenue to cul-de-sac at west end. Approximately 718 linear feet.
- B. Anchor Way from west side of intersection with Harbor Light Drive to east side of intersection with Bayou Drive. Approximately 395 linear feet.
- C. Falco Street from west side of intersection with Highway 3 to east side of intersection with Avenue I. Improvements will connect to existing concrete pavement at intersections with Avenue G, H, and I. Approximately 851 linear feet.
- D. Oak Park Street from east side of intersection with Video Street to east side of intersection with Highway 3. Approximately 650 Linear Feet.

The total length of roadway improvements is approximately 2,614 Linear Feet.

The Scope of Services for this project is as follows.

Survey

1. Conduct a Topographic survey along the project roadways based on Tropical Storm Allison Recovery Project (TSARP) datum. Elevations will be based on North American vertical datum of 1988 (NAVD88), 2001 adjustment will include 100-foot (+/-) cross-sections of the roadways. The Topographic Survey will locate fences, mailboxes, driveways, power poles, manholes, valves, hydrants, and inlets along with other visible structures or utilities along the right-of-way. "Significant" trees within 5 feet of the apparent Right-of-Way will also be located. The survey will establish Horizontal and Vertical control points along each roadway.

Hydrologic Study

2. Conduct a hydrologic study of the project roadways identified in Attachment A to identify the initial sizing for storm sewers and roadside ditch culverts. Provide a letter report documenting the hydrologic and hydraulic analysis with an exhibit showing the initial sizing for driveway culverts and storm sewers.

Design

3. Prepare a single set of construction plans for the reconstruction of the 4 roadways as described above. Proposed roadway improvements will be limited to the replacement of the existing pavement with concrete pavement. Design will include evaluation of existing drainage elements along project roadways against the City of Dickinson Drainage Criteria Manual. Proposed drainage improvements will be designed in accordance with the City's Drainage Criteria Manual. Design will include replacement of driveway culverts and approaches where necessary due to culvert depth adjustment or changes in size.
4. Prepare two (2) submittals of the construction documents and quantity estimates for roadway paving, Preliminary Engineering and Final Design submittals, and meet with the City to review. The construction drawings will be prepared based on the City's design standards using AutoCAD. Roadway construction drawings will be plan and profile view, drawn at a scale of 1" = 20' showing up to 500-feet of roadway on each sheet. Final deliverables will be one (1) full-size (22" x 34") set of drawings, three (3) half-size (11" x 17") set of drawings (paper copies) and an electronic version of the drawings in PDF format.
5. Provide a summary of quantities for the proposed roadways and drainage improvements.
6. Coordinate with TxDOT to obtain permit for connection of proposed improvements to Highway 3.
7. Prepare a construction phasing and traffic control plan for the proposed improvements for Contractors use.
8. Develop a Storm Water Pollution Prevention Plan (SWPPP) inclusive of the appropriate forms for City use.
9. Participate in up to three (3) site visits/coordination meetings with the City over the course of the design. Obtain necessary utility approvals and signatures for the construction documents.

Bid/Construction Phase Services

10. 43rd Street, Anchor Way, and Falco will be constructed under an existing contract with Lucas Construction and therefore will not be bid. Bid and Construction Phase Services are not included as a part of this proposal.

Compensation

We propose to provide the Survey, Hydrology Analysis, and Design for the lump sum fees itemized in Table 1 and summarized below. These services will be invoiced monthly based on the percent of services completed.

Items 1	Survey	\$8,151.00	Lump Sum
Items 2	H & H	\$9,443.00	Lump Sum
Item 3 - 9	Design	\$23,397.00	Lump Sum
Total Basic Services		\$40,992.00	

Services which are specifically excluded from this Scope of Services are the following:

1. Metes and Bounds Surveys.
2. Additional roadways or roadway segments not listed in this proposal.

All lump sum fee services will be invoiced monthly based on a percentage of work complete. The total estimated fee for basic services included in this proposal is **\$40,992.00**. IDS will perform optional services at additional costs as requested and approved by the City.

We appreciate the opportunity to present this proposal to the City of Dickinson. If you need additional information in support of this proposal, please contact us at 713.462.3178.

Respectfully submitted,



Travis S. Sellers, P.E.
Senior Vice President

\\FS3\Projects\1800\184101100 Hurricane Harvey\PM\010 Proposal\Nicholstone, Moors Addition and Other Streets\01-20-2020 Proposal - 4 Roadways\City of Dickinson Nicholstone, PA and City Funded Street Proposal - 4 Roadways 01-21-2020.docx

Table 1
City of Dickinson - Street Reconstruction Projects

Street	Length	Survey	H&H	Design	Total
43rd	718	\$ 2,239.00	\$ 2,594.00	\$ 6,426.00	\$ 11,259.00
Anchor Way	395	\$ 1,232.00	\$ 1,427.00	\$ 3,536.00	\$ 6,195.00
Falco	851	\$ 2,654.00	\$ 3,074.00	\$ 7,617.00	\$ 13,345.00
Oak Park	650	\$ 2,027.00	\$ 2,348.00	\$ 5,818.00	\$ 10,193.00
Total (LF)	2,614	\$ 8,152.00	\$ 9,443.00	\$ 23,397.00	\$ 40,992.00

ITEM 14

**Dickinson City Council
Agenda Item Data Sheet**

MEETING DATE: January 28, 2020

TOPIC:	<p>Ordinance Number XXX-2020</p> <p>AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, ORDERING A SPECIAL ELECTION TO BE HELD ON MAY 2, 2020, TO SUBMIT PROPOSED CHARTER AMENDMENTS TO THE VOTERS FOR THEIR APPROVAL; PROVIDING AN ESTIMATE OF THE ANTICIPATED FISCAL IMPACT TO THE CITY IF THE PROPOSED AMENDMENTS ARE APPROVED; PROVIDING FOR THE PUBLICATION OF NOTICE OF THE ELECTION; AND MAKING OTHER FINDINGS AND PROVISIONS RELATING TO THE HOLDING OF SUCH ELECTION.</p>
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BACKGROUND:	<p>This item is the first of two readings of this Ordinance to call the Special Election for possible revisions to the City Charter. At the time of sending out the Council Packet, Olson & Olson is still working on the exact language of the Ordinance. Once the complete Ordinance is ready (expected by close of business today, Friday 1-24-2020), it will be distributed to Council.</p>
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RECOMMENDATION:	None.
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ATTACHMENTS:	<ul style="list-style-type: none"> • Ordinance Number XXX-2020
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FUNDING ISSUES:	<input type="checkbox"/> Not applicable – no dollars are being spent or received. <input type="checkbox"/> Full amount already budgeted in Acct/Project# <input checked="" type="checkbox"/> Not fully budgeted.
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FINANCE VERIFICATION OF FUNDING:	
---	--

SUBMITTING STAFF MEMBER:	CITY ADMINISTRATOR APPROVAL:
Alun W. Thomas, City Secretary	

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

ITEM 15

**Dickinson City Council
Agenda Item Data Sheet**

MEETING DATE January 28, 2020

TOPIC: **CONSIDERATION AND POSSIBLE ACTION CONCERNING:**
Appointments/Reappointments to Boards and Commissions.

BACKGROUND: This agenda item allows Council to make appointments, reappointments, or changes to City boards and commissions.

To help facilitate this process, I have included a list of current board members (with their appointment dates), a copy of each active board application, and a small table that shows each board on which each applicant is interested in serving.

RECOMMENDATION: This is submitted for City Council's consideration with no recommendations from Staff.

ATTACHMENTS:

- Copy of All Active Applications.
- List of Current Board Members
- Table Showing Applicants' Board and Commission Interests.

FUNDING ISSUES: Not applicable – no dollars are being spent or received.
 Full amount already budgeted in Acct/Project# _____
 Not budgeted.

FINANCE VERIFICATION OF FUNDING:

SUBMITTING STAFF MEMBER	CITY ADMINISTRATOR APPROVAL
Alun W. Thomas, City Secretary	

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

Animal Services Advisory Committee
Meets PRN, at least three times per year

One-Year Term

Member	Address	City, State, ZIP	Telephone	Alternate Tel	Appointed	Expires	Position	Email
Irma Rivera	4403 Highway 3	Dickinson, Texas 77539	281-337-8839		4/23/2019	3/31/2020	Member	irivera@ci.dickinson.tx.us
Yvonne Downs	314 Lago Cir Drive	Santa Fe, Texas 77517	409-692-0242		11/13/2018	3/31/2019	Member	bellpass@aol.com
Cindy Marcum Moore, MS, DVM					3/8/2016	3/31/2019	Member	
Sarah Saunders	2920 Deats Road	Dickinson, Texas 77539	281-337-3117		11/13/2018	3/31/2019	Member	ssaunders@ci.dickinson.tx.us
Stacy Davila	5911 Santa Fe Circle	Dickinson, Texas 77539	281-682-2963	281-229-6095	9/25/2018	3/31/2019	Member	doggymomma5@gmail.com
George Jones	1006 S Shore Drive	Clear Lake Shores, Texas	281-334-2799		3/8/2016	3/31/2019	Member	

Bayou Animal Services Corporation Board
Meets the 1st Monday of each month

Terms Concurrent with Each City's Mayor's Term

Member	Address	City, State, ZIP	Telephone	Alternate Tel	Appointed	Expires	Position	Email
Angie Terrell	1006 S Shore Drive	Clear Lake Shores, Texas	281-334-2799	-	9/25/2018	5/4/2021	Vice President	angie.terrell.cls@gmail.com
Walter Wilson	4403 Highway 3	Dickinson, Texas 77539	281-337-2489	-	1/24/2017	5/2/2020	President	wwilson@ci.dickinson.tx.us
Charles Suderman	4403 Highway 3	Dickinson, Texas 77539	281-337-2489	-	1/24/2017	5/2/2020		csuderman@ci.dickinson.tx.us
Chris Heard	4403 Highway 3	Dickinson, Texas 77539	281-337-6204	-	4/10/2018	5/2/2020		cheard@ci.dickinson.tx.us
Alun W. Thomas	4403 Highway 3	Dickinson, Texas 77539	281-337-6217	-	1/24/2017	5/2/2020	Secretary	athomas@ci.dickinson.tx.us
Jason O'Brien	12002 Highway 6	Santa Fe, Texas 77510	409-925-6412	-	5/5/2018	5/5/2021		jobrien@ci.santa-fe.tx.us
IV Hoke	12002 Highway 6	Santa Fe, Texas 77510	409-925-6412	-	5/5/2018	5/5/2021		ivhoke@ci.santa-fe.tx.us
Treasurer								
Kristen Woolley	4403 Highway 3	Dickinson, Texas 77539	281-337-8839	-	n/a	n/a	Treasurer	kwoolley@ci.dickinson.tx.us

Board of Adjustments

Two-Year Term

Zoning Ordinance, Meets PRN on 4th Wednesday of the month, Hears appeals from Zoning Official, Variances to Zoning Ordinance

Member	Address	City, State, ZIP	Telephone	Alternate Tel	Appointed	Expires	Position	Email
Dawn King	2521 Overland Trail	Dickinson, Texas 77539	832-860-0663	-	1/27/2015	12/1/2019	Chairman	dawnking1@comcast.net
Tim Philpot	5002 Captain's Drive	Dickinson, Texas 77539	281-337-0309	281-660-1088	7/10/2001	12/1/2019	Vice Chair	tphilpot1@comcast.net
Ronald Hebert	609 Kings Court	Dickinson, Texas 77539	281-910-5223	-	1/27/2015	12/1/2019	Alternate	rthbear@comcast.net
Joseph Kelly	5024 Winding Way	Dickinson, Texas 77539	832-444-0777		8/6/2019	12/1/2020	Alternate	parkplace2300@gmail.com
Kevin D. Edmonds	4136 Gum Drive	Dickinson, Texas 77539	281-508-2878	281-247-7763	8/6/2019	12/1/2020	Regular	kevin.edmondsboa@gmail.com
Shamarion Barber	1611 Sunset Drive	Dickinson, Texas 77539	281-337-2116	-	<2001	12/1/2020	Regular	shamarionb@aol.com
Allen Carlisle	4416 Scenic Drive	Dickinson, Texas 77539	713-369-8770	-	1/27/2015	12/1/2020	Regular	allencarlile@aol.com

Building Standards Commission

Two-Year Term

Meets the 2nd Wednesday of each month

Member	Address	City, State, ZIP	Telephone	Alternate Tel	Appointed	Expires	Position	Email
Allen Carlile	4416 Scenic Drive	Dickinson, Texas 77539	713-369-8770	-	1/28/2014	12/1/2019	Vice Chair	allencarlile@aol.com
James Ayers	2802 Frostwood Circle	Dickinson, Texas 77539	281-635-3681	-	12/9/2008	12/1/2019	Secretary	jmayers2802@gmail.com
Martin P Hodgins	4013 Fatta Drive	Dickinson, Texas 77539	281-573-5433	-	1/12/2016	12/1/2019	Regular	marty.hodgins@genlp.com
David Floyd	701 Olde Oaks Drive	Dickinson, Texas 77539	281-744-2458	-		12/1/2018	Chair	davidfloyd5@gmail.com
Herman L. Gana	2927 46th Street	Dickinson, Texas 77539	281-534-3487	-		12/1/2018	Regular	hlgana@aol.com
Dawn King	2521 Overland Trail	Dickinson, Texas 77539	832-860-0663	-	9/23/2014	12/1/2019	Alternate	homebeginshere@gmail.com
Chad E. Rankin	2030 Sunset Drive	Dickinson, Texas 77539	281-924-8337	-	1/10/2017	12/1/2018	Alternate	crankin15@hotmail.com

Charter Review Commission

Six-Month Term

Meets PRN

Member	Address	City, State, ZIP	Telephone	Alternate Tel	Appointed	Expires	Position	Email
Deborah Fortner	4311 Country Club Drive	Dickinson, Texas 77539	713-828-0049	713-645-0777	10/22/2019	4/22/2020	Regular	benforsw@aol.com
Ivan Langford	5714 Forest Cove Drive	Dickinson, Texas 77539	409-739-0848		10/22/2019	4/22/2020	Regular	ilangford@yahoo.com
Bruce Henderson	3832 Evergreen Drive	Dickinson, Texas 77539	281-650-1432		10/22/2019	4/22/2020	Regular	brucehenderson320@gmail.com

Scott Shrader
Johnnie Simpson, Jr.

3719 Kellner Road
5006 Westwood Drive

Dickinson, Texas 77539
Dickinson, Texas 77539

281-785-1395
281-337-6036 281-337-6036

10/22/2019 4/22/2020 Regular
10/22/2019 4/22/2020 Regular

scottshrader@yahoo.com
pastorjsimpjr@me.com

Dickinson Economic Development Corporation
Meets the 2nd Monday of each month

Two-Year Term

Member	Address	City, State, ZIP	Telephone	Alternate Tel	Appointed	Expires	Position	Email
Jessie Brantley	2920 Oak Drive	Dickinson, Texas 77539	704-804-4965		3/26/2019	6/1/2020	Regular	
Dawn King	2521 Overland Trail	Dickinson, Texas 77539	832-860-0663	-	9/25/2018	6/1/2020	Regular	dawning1@comcast.net
Chris Heard	4403 Highway 3	Dickinson, Texas 77539	281-337-6204		6/12/2018	6/1/2020	Regular	cheard@ci.dickinson.tx.us
Chad E. Rankin	2030 Sunset Drive	Dickinson, Texas 77539	281-924-8337	-	9/25/2018	6/1/2019	Regular	crankin15@hotmail.com
Robert Donley	620 Nottingham Lane	Dickinson, Texas 77539	832-434-3444	713-670-2416	6/9/2015	6/1/2019	Regular	Panacea21@hotmail.com
Bill Schick	2926 Mellows Lane	Dickinson, Texas 77539	281-831-0016		12/11/2018	6/1/2019	Regular	bill.schick@stocksupply.com
Mark Martelli	1516 FM 517 East	Dickinson, Texas 77539	832-769-2777	713-291-4514	6/9/2015	6/1/2019	Regular	mmartelli58@gmail.com
Council Member Liasons:								
Mayor Julie Masters - Primary	614 Olde Oak Drive	Dickinson, Texas 77539	832-820-9816					mayor@ci.dickinson.tx.us
Council Member Wally Deats - Alternate	3723 Rau Drive	Dickinson, Texas 77539	832-820-9795					wdeats@ci.dickinson.tx.us

Dickinson Education Finance Corporation
Meets the 3rd Wednesday in June and PRN

Two-Year Term

Member	Address	City, State, ZIP	Telephone	Alternate Tel	Appointed	Expires	Position	Email
Chris Tucker	2304 Hughes Road	Dickinson, Texas 77539	832-256-0086	281-337-0801	6/12/2012	6/1/2020	Director	ChrisTucke@aol.com
Brian Doherty	430 Serenity Drive	Dickinson, Texas 77539	713-419-0795	281-337-2516	5/23/2017	6/1/2019	Director	Doherty.brian.w@gmail.com
Margaret Carney	1125 Tallow Drive	Dickinson, Texas 77539	281-534-3276	-	6/12/2012	6/1/2020	Vice President	mcarney@dickinsonisd.org
Joan Malmrose	2716 Frostwood Circle	Dickinson, Texas 77539	281-337-5218	832-385-4499	6/12/2018	6/1/2020	Director	joanmalmrose@yahoo.com
Deborah Fortner	4311 Country Club Drive	Dickinson, Texas 77539	713-828-0049	713-645-0777	6/12/2012	6/1/2020	Secretary	benforsw@aol.com
Jonathan Rodriguez	5200 Bayou Drive	Dickinson, Texas 77539	832-419-3534	-	6/12/2012	6/1/2020	President	jrodriguez@eprod.com
Tony McDuffie	416 Serenity Drive	Dickinson, Texas 77539	832-275-8270	-	5/23/2017	6/1/2019	Director	tonymcd100@gmail.com

Dickinson Management District No. 1
Meets PRN

Four-Year Term

Member	Address	City, State, ZIP	Telephone	Alternate Tel	Appointed	Expires	Position	Email
C. Wayne Browne	2704 Yorktown	Dickinson, Texas 77539	281-534-6487	281-534-4987	9/23/2008	6/1/2019	Position 1	brownechiro@aol.com
Mary Dunbaugh	2701 Colonial Drive	Dickinson, Texas 77539	281-337-2795	-		6/1/2019	Position 2	fatherfox@earthlink.net
Perry Fulcher, M. D.	607 Renaldo	Dickinson, Texas 77539	409-789-8260	281-534-7665	9/23/2008	6/1/2019	Position 3	pfulcher@utmb.edu
Johnnie Simpson, Jr.	5006 Westwood Drive	Dickinson, Texas 77539	281-337-6036	281-337-6036	6/12/2018	6/1/2021	Position 4	pastorsimpjr@me.com
Kimberly Westerlage	3702 Roylene Court	Dickinson, Texas 77539	281-337-8276	281-337-4300	2/28/2012	6/1/2021	Position 5	kim.westerlage@calumetspecialty.com
Council Member Liasons:								
Council Member Charles Suderman - Primary	2705 Jamestown Drive	Dickinson, Texas 77539	832-820-9510	-		n/a		csuderman@ci.dickinson.tx.us
Council Member William H. King, III - Alternate	408 Gully Ranch Court	Dickinson, Texas 77539	832-820-9923	-		n/a		wking@ci.dickinson.tx.us

Fair Housing Work Group
Meets twice annually and PRN

Indefinite Term

Member	Address	City, State, ZIP	Telephone	Alternate Tel	Appointed	Expires	Position	Email
Chris Heard	4403 Highway 3	Dickinson, Texas 77539	281-337-6204	-	4/10/2018	n/a	Member	cheard@ci.dickinson.tx.us
Alun Thomas	4403 Highway 3	Dickinson, Texas 77539	281-337-6217	-	5/28/2019	n/a	Member	athomas@ci.dickinson.tx.us
Silvia Medina	4403 Highway 3	Dickinson, Texas 77539	281-337-2489	-	5/28/2019	n/a	Member	smedina@ci.dickinson.tx.us
Pastor William King	408 Gully Ranch Court	Dickinson, Texas 77539	281-337-4916	-	8/23/2011	n/a	Member	wking@ci.dickinson.tx.us
Shamarion Barber	1611 Sunset Drive	Dickinson, Texas 77539	281-337-2116	281-300-8442	8/23/2011	n/a	Member	shamarionb@comcast.net
Andrea Greer			713-962-8604	-	1/24/2012	n/a	Secretary	cgreer5@verizon.net
Ora Little	16710 Frigate Drive	Friendswood, Texas 77546	281-482-9337	-	2/14/2017	n/a	Member	odee1_houston1@comcast.net
Robert Cobb	3001 Maryland Avenue	League City, Texas 77573	832-628-1854	281-229-6102	2/14/2017	n/a	Data Collection	rcobb@dickinsonisd.org
Commissioner Stephen Holmes	c/o 9850-A Emmett F. Lowry E	Texas City, Texas 77591	409-770-5806	832-816-5810	8/23/2011	n/a	Member	Stephen.Holmes@co.galveston.tx.us
Johnny Flores	4709 Salinas Lane	League City, Texas 77539	281-967-7575	409-457-0971	2/14/2017	n/a	Member	newimageremodeling@rocketmail.com
Council Member Liason:								
Council Member William H. King, III	408 Gully Ranch Court	Dickinson, Texas 77539	281-337-4916	832-820-9923				wking@ci.dickinson.tx.us

Harvey Repair Grant Award Committee

Indefinite Term

Meets PRN

Member	Address	City, State, ZIP	Telephone	Alternate Tel	Appointed	Expires	Position	Email
Carol McVaney			281-455-3925	-	10/10/2017	n/a	Member	camcvaney@aol.com
Nicole Brown			281-508-5755	-	11/14/2017	n/a	Member	nbrown4118@gmail.com
Jerry LeBlanc			936-522-7499	-	10/10/2017	n/a	Member	
Mary Sue Hernandez			281-652-6486	832-738-1541	10/10/2017	n/a	Member	mshernandez@bmsconstruction.net
Steve Casey			281-300-5312	-	10/10/2017	n/a	Member	scasey@jarind.com
Stacy Stringer	4613 Highway 3	Dickinson, Texas 77539	281-337-1833	-	10/10/2017	n/a	Member	rector@holyltrinitydickinson.org
Chad E. Rankin	2030 Sunset Drive	Dickinson, Texas 77539	281-924-8337	-	10/10/2017	n/a	Member	crankin15@hotmail.com
Charisse York				-	11/14/2017	n/a	Alternate Member	cyork@tamu.edu
Marjorie Morgan				-	11/14/2017	n/a	Alternate Member	mjbrock222@gmail.com

Hazard Mitigation Task Force

Indefinite Term

Meets annually and PRN

Member	Address	City, State, ZIP	Telephone	Alternate Tel	Appointed	Expires	Position	Email
Zachary Meadows	4403 Highway 3	Dickinson, Texas 77539			8/8/2017	n/a		
Ron Morales	4000 Liggio Street	Dickinson, Texas 77539			8/8/2017	n/a		
Stephanie Russell	4403 Highway 3	Dickinson, Texas 77539			8/8/2017	n/a		
Steve Krone	4000 Liggio Street	Dickinson, Texas 77539			8/8/2017	n/a		
David Popoff	4000 Liggio Street	Dickinson, Texas 77539			8/8/2017	n/a		
Lee Darrow	4403 Highway 3	Dickinson, Texas 77539			8/8/2017	n/a		
Derek Hunt	4500 East FM 517	Dickinson, Texas 77539			8/8/2017	n/a		
Paul Booth	2920 Deats Road	Dickinson, Texas 77539			8/8/2017	n/a		
Alun Thomas	4403 Highway 3	Dickinson, Texas 77539			8/8/2017	n/a		
Ray Burgess	4403 Highway 3	Dickinson, Texas 77539			8/8/2017	n/a		
David Paulissen					8/8/2017	n/a		
Mike Morgan			281-642-5126		8/8/2017	n/a		mike-bmud@outlook.com
Wayne Blaylock					8/8/2017	n/a		
Keith Gray					8/8/2017	n/a		
Marcus Michna					8/8/2017	n/a		
Jimmy Anderson					8/8/2017	n/a		
James Hollis					8/8/2017	n/a		
Perry Boudreaux					8/8/2017	n/a		
Penny Krone					8/8/2017	n/a		
Steve Casey			281-300-5312		8/8/2017	n/a		scasey@jarind.com
R.B. "Buddy" Wellborn			281-513-5012		8/8/2017	n/a		buddywellborn@comcast.net
Van Goodgame			713-253-9378		8/8/2017	n/a		van@makoenviro.com
Cecil Henry			832-435-1503		8/8/2017	n/a		chenrydkntx@yahoo.com

Planning and Zoning Commission
Meets the 3rd Tuesday of each month

Two-Year Term

Member	Address	City, State, ZIP	Telephone	Alternate Tel	Appointed	Expires	Position	Email
R.G. Reeder	Rt. 2 Box 676 or 807 FM 646	Dickinson, Texas 77539	281-507-3713	-	4/11/2006	12/1/2019	Chair	reederbuilt@pdg.net
Bill Bonham	3036 Longwood Lane	Dickinson, Texas 77539	281-309-0239	281-748-1160	2/23/2010	12/1/2019	Vice Chair	Bill@Bbonham.net
Bill Latimer	700 Nottingham	Dickinson, Texas 77539	281-337-3388	-	12/13/2011	12/1/2019	Regular	w2latimer@msn.com
Greg Smith	717 Renaldo	Dickinson, Texas 77539	281-337-6143	409-942-3360	3/26/2002	12/1/2019	Regular	gasmitt@icloud.com
Deborah Fortner	4311 Country Club Drive	Dickinson, Texas 77539	713-828-0049	713-645-0777		12/1/2018	Regular	benforsw@aol.com
Marjorie Morgan	4045 Conifer Drive	Dickinson, Texas 77539	281-701-4603	281-337-1310	1/9/2018	12/1/2018	Regular	mjmorgan542@gmail.com
Leslie Boudwin	415 Pecan Grove Lane	Dickinson, Texas 77539	757-329-5002	-	7/24/2012	12/1/2018	Regular Alternate	Leslie.Boudwin@me.com
Council Member Liasons:								
Council Member Sean Skipworth - Primary		Dickinson, Texas 77539		-		n/a		sskipworth@ci.dickinson.tx.us
Council Member Walter Wilson - Alternate	4411 Galveston Ave	Dickinson, Texas 77539	832-820-9933	-		n/a		wwilson@ci.dickinson.tx.us

DIVIDER PAGE

Active Applications for Board and Commissions

	Board of Adjustments	Building Standards Committee	Dickinson Economic Development Corporation	Dickinson Education Finance Corporation	Dickinson Management District No. 1	Planning and Zoning Commission
Charles Van Goodgame						
Ray Jones						
Margaret Carney						
Mae Edwards						
Lee Skipper						
Kevin D. Edmonds						
Keith Morgan						
Joseph Kelly						
Johnnie Simpson Jr.						
John Thomas Dougan						
John D. Harris						
Joan Malmrose						
Jessie Brantley						
Jenna P. Simsen						
Jacqueline Valcoviak						
Heidi M. Cassola						
Gaylynn Naiser						
Deborah Fortner						
Clarence Broze, Jr.						
Bruce Henderson						
Bobby Murphy						
Bill Schick						
Barry Vance						
Allen Knape						

LEGEND:

Interested
If Needed
Not Interested

DIVIDER PAGE

Rec'd
8/28/18
JF

CITY OF DICKINSON
APPLICATION FOR BOARDS, COMMISSIONS, COMMITTEES

Please type or print information

NAME: ALLAN KNAPE

HOME ADDRESS: 5513 ECRET DR. DICKINSON

TELEPHONE NUMBER: [REDACTED]

WORKADDRESS: RETIRED

TELEPHONE NUMBER: —

E-MAIL ADDRESS: [REDACTED]

OCCUPATION: _____

LENGTH OF RESIDENCY IN DICKINSON: 40 YRS.

REGISTERED VOTER IN THE CITY OF DICKINSON: YES NO

EDUCATION: HIGH SCHOOL TEXAS CITY HIGH SCHOOL

COLLEGE SOME

TRADE OR BUSINESS SCHOOL SOME

HOBBIES: GOLF, FISHING, HUNTING

NAME OF BOARD, COMMISSION, OR COMMITTEE APPLYING FOR:

ANY

ORGANIZATION MEMBERSHIPS & POSITION HELD: _____

AREAS OF SPECIAL INTEREST:

1. _____
2. _____
3. _____

Signature Allan Knape

Date 8-14-18

THIS APPLICATION IS GOOD FOR AND WILL BE RETAINED FOR TWO (2) YEARS IN ACCORDANCE WITH THE CITY OF DICKINSON'S RECORDS RETENTION POLICY. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, AN APPLICANT MUST SUBMIT A NEW APPLICATION EVERY TWO (2) YEARS.

CITY OF DICKINSON
APPLICATION FOR BOARDS, COMMISSIONS, COMMITTEES

Please type or print information

NAME: Barry Vance

HOME ADDRESS: 4811 Minnesota St.

TELEPHONE NUMBER: [REDACTED]

WORK ADDRESS: (retiring)

TELEPHONE NUMBER: [REDACTED]

E-MAIL ADDRESS: [REDACTED]

OCCUPATION: Power Generation

LENGTH OF RESIDENCY IN DICKINSON: 30+ years

REGISTERED VOTER IN THE CITY OF DICKINSON: YES NO

EDUCATION: HIGH SCHOOL Bertram, TX

COLLEGE 2 yrs.

TRADE OR BUSINESS SCHOOL Factory Training - Multiple

HOBBIES: ALL things outdoors, bicycling, motorcycling, camping, cooking & guitar

NAME OF BOARD, COMMISSION, OR COMMITTEE APPLYING FOR:

Economic Development & Harvey Repair

ORGANIZATION MEMBERSHIPS & POSITION HELD: [REDACTED]

Scoutmaster, Boy Scouts troop 607, Dickinson, TX

AREAS OF SPECIAL INTEREST:

1. Sharing skills & experiences
2. Recognizing symptoms & repairing their cause
3. [REDACTED]

Signature Barry Vance

Date 8.12.2019

THIS APPLICATION IS GOOD FOR AND WILL BE RETAINED FOR TWO (2) YEARS IN ACCORDANCE WITH THE CITY OF DICKINSON'S RECORDS RETENTION POLICY. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, AN APPLICANT MUST SUBMIT A NEW APPLICATION EVERY TWO (2) YEARS.

CITY OF DICKINSON
APPLICATION FOR BOARDS, COMMISSIONS, COMMITTEES

Please type or print information

NAME: Bill Schick

HOME ADDRESS: 2926 Mellows Lane

TELEPHONE NUMBER: [REDACTED]

WORK ADDRESS: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: [REDACTED]

OCCUPATION: SALES Rep

LENGTH OF RESIDENCY IN DICKINSON: 20 YEARS

REGISTERED VOTER IN THE CITY OF DICKINSON: V YES NO

EDUCATION: HIGH SCHOOL SCARBOROUGH HS

COLLEGE SAM HOUSTON STATE

TRADE OR BUSINESS SCHOOL _____

HOBBIES: WOODWORKING, HUNTING, FISHING, OLD CARS

NAME OF BOARD, COMMISSION, OR COMMITTEE APPLYING FOR:

PLANNING & ZONING, EDC

ORGANIZATION MEMBERSHIPS & POSITION HELD: LUMBERMANS,

STRAIN RANCH BOARD OF DIRECTORS, APOA, CCA

NRA, OWNER OF A SMALL MILLWORK CO

AREAS OF SPECIAL INTEREST:

1. BEEN IN THE BUILDING BUSINESS FOR 35 YEARS

2. RUN A SMALL BUSINESS IN DICKINSON

3. _____

Signature William W Schick

Date 9-11-18

THIS APPLICATION IS GOOD FOR AND WILL BE RETAINED FOR TWO (2) YEARS IN ACCORDANCE WITH THE CITY OF DICKINSON'S RECORDS RETENTION POLICY. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, AN APPLICANT MUST SUBMIT A NEW APPLICATION EVERY TWO (2) YEARS.

CITY OF DICKINSON
APPLICATION FOR CITY BOARDS, COMMISSIONS, COMMITTEES

Please type or print information

NAME: Bobby Murphy

HOME ADDRESS: 4906 Blue Water, Bryan Chantilly

LENGTH OF RESIDENCY IN DICKINSON: 1.5 yr* PHONE: [REDACTED]

E-MAIL ADDRESS: [REDACTED]

CURRENT EMPLOYER: La Porte ISD OCCUPATION: Teacher

WORK ADDRESS: 301 E Fairmont Pkwy

REGISTERED VOTER IN THE CITY OF DICKINSON: YES NO

EDUCATION: HIGH SCHOOL Clear Creek HS

COLLEGE University of Houston

ADDITIONAL EDUCATION OR CERTIFICATIONS Lamar University

ORGANIZATION MEMBERSHIPS & POSITIONS HELD: (Graduate Student)

US Youth Soccer Holy Name Society

Texas Federation of Teachers Publicity & Outreach Chair

NAME OF BOARD, COMMISSION, OR COMMITTEE APPLYING FOR:

- | | | |
|--|---|--|
| <input type="checkbox"/> Animal Advisory Committee | <input checked="" type="checkbox"/> Dickinson Education Finance Corp. | <input type="checkbox"/> Fair Housing Work Group |
| <input checked="" type="checkbox"/> Board of Adjustments | <input checked="" type="checkbox"/> Dickinson Economic Development | <input checked="" type="checkbox"/> Planning & Zoning Commission |
| <input type="checkbox"/> Building Standards Commission | <input type="checkbox"/> Dickinson Management District #1 | |

Others if needed

REASON(S) YOU ARE VOLUNTEERING TO SERVE:

Give back to the Community
Get involved in local grassroot's politics/government

Please include a resumé with this application.

I hereby certify that the above statements are true and correct to the best of my knowledge. I understand that a false statement may disqualify me for consideration to serve on a City Board, Commission or Committee.

Signature: [Signature] Date: 1/21/2020

* My family has owned/lived in a home in the city since 1996.

THIS APPLICATION IS GOOD FOR AND WILL BE RETAINED FOR TWO (2) YEARS IN ACCORDANCE WITH THE CITY OF DICKINSON'S RECORDS RETENTION POLICY. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, AN APPLICANT MUST SUBMIT A NEW APPLICATION EVERY TWO (2) YEARS.

Mr. Bobby J. Murphy

4906 Blue Water Lane

Dickinson, TX

832-425-2065

bobby.j.murphy@gmail.com

Objective and Profile

Seeking a Dickinson board position by exhibiting my talents and leadership in education in addition to my experience coaching students of all ages.

- Record of excellence in coaching and in the classroom. Record of excellence working with district transportation departments with a Commercial Driver's License.
- Knowledge of and participation with the schools in District 23-6A and Region VI for swimming.
- Hold numerous hours of coaching experience across a wide variety of different sports.

Education

B.S. Mathematics, Cum Laude

Minor in Economics

University of Houston, Houston, TX. May 2012

Mathematics 7-12 Certification. ETS TExES (158)

Social Studies 7-12 Certification. ETS TExES (232)

Physical Education EC-12 Certification ETS TExES (235)

Employment

- **La Porte Independent School District**, June 2017 to Present
La Porte, TX
-Teach various levels of high school mathematics
-Collaborate with and advise other teachers as geometry team member
- **Brazosport Independent School District**, August 2014 to May 2017
Freeport, TX
-Teach both math and social studies (AP Macroeconomics, Math Models, Algebra 1)
-Collaborate with other teachers to deliver curriculum and instruction
-Proctor EOC, AP and ACT tests as needed
-High performance rates on STAAR Algebra I EOC
- **Pasadena Independent School District**, February 2013 to June 2014
Pasadena, TX
-Substitute daily for teachers as needed in different subject areas including physical education
-Assume long-term teaching responsibilities on occasion in Mathematics (7-12)

Past Notable Activities

- **La Porte High School Athletic Department**, 2017- Present
La Porte, TX
- **La Porte Dogfish Swim Club Head Coach**, 2017-Present
La Porte, TX
Job responsibilities include: Writing and implementing swim and dryland workouts, Communicate with parents regarding meet entries and volunteer/fundraising opportunities, Promote lifelong participation in recreation and physical fitness.
- **Future Buc Swim Club Head Coach**, 2015-2017
Lake Jackson, TX
Job responsibilities include: Writing workouts, Hosting meets, Attending booster club meetings, Coordinating with parents
- **Brazoswood High School Assistant Soccer Coach**, 2014-2017
Clute, TX
- **Brazoswood High School Assistant Aquatics Coach**, 2015-2017
Clute, TX

Mr. Bobby J. Murphy

4906 Blue Water Lane

Dickinson, TX

832-425-2065

bobby.j.murphy@gmail.com

- **Space City Aquatics Team Age Group Coach**, Summer 2015, 2016, 2017
League City, TX
- **USSF/HSSOA Youth Soccer Referee**, Fall/Spring 2012-Present
Clear Lake, TX
- **Camp Counselor/CIT Director**, Summer 2012-2016
Camp by the Creek, League City, TX

Other Accomplishments/Awards

- **La Porte High School**
 - 2 All-State Divers
 - District 21-6A Swimming Boys Runner up Team (2019)
 - District 21-6A Swimming Girls Runner Up Team (2018)
 - Hosted JV District and District Swim Meets
 - La Porte Education Foundation Grant Recipient (2018,2019)
- **Brazoswood High School**
 - TISCA Water Polo Region Qualifier (2016, 2017)
 - TISCA Water Polo State Qualifier (2015, 2017)
 - Rookie Superstar Teacher (2015)

CITY OF DICKINSON
APPLICATION FOR BOARDS, COMMISSIONS, COMMITTEES

Please type or print information

NAME: Bruce Henderson

HOME ADDRESS: 3832 Evergreen Dr Dickinson, TX 77539

TELEPHONE NUMBER: [REDACTED]

WORKADDRESS: 1440 Sens Rd LaPorte, TX 77571

TELEPHONE NUMBER: [REDACTED]

E-MAIL ADDRESS: [REDACTED]

OCCUPATION: Director of Quality

LENGTH OF RESIDENCY IN DICKINSON: 20 years

REGISTERED VOTER IN THE CITY OF DICKINSON: YES NO

EDUCATION: HIGH SCHOOL Farmington Senior High School

COLLEGE University of Texas Brownsville

TRADE OR BUSINESS SCHOOL Divers Institute of Technology

HOBBIES: Home renovation projects, Offshore fishing, traveling

NAME OF BOARD, COMMISSION, OR COMMITTEE APPLYING FOR:

Economic Development Corporation

ORGANIZATION MEMBERSHIPS & POSITION HELD: Dickinson City Council for 6 years

AREAS OF SPECIAL INTEREST:

1. Improving Dickinson brand
2. Increasing business opportunities in Dickinson
3. Assisting in development of the Dickinson Public Market

Signature Bruce Henderson

Date 6 Aug 19

THIS APPLICATION IS GOOD FOR AND WILL BE RETAINED FOR TWO (2) YEARS IN ACCORDANCE WITH THE CITY OF DICKINSON'S RECORDS RETENTION POLICY. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, AN APPLICANT MUST SUBMIT A NEW APPLICATION EVERY TWO (2) YEARS.

CITY OF DICKINSON
APPLICATION FOR BOARDS, COMMISSIONS, COMMITTEES

Please type or print information

NAME: CLARENCE BROZE JR

HOME ADDRESS: 5517 ECURT DR. DICKINSON

TELEPHONE NUMBER: [REDACTED]

WORK ADDRESS: N/A

TELEPHONE NUMBER: [REDACTED]

E-MAIL ADDRESS: [REDACTED]

OCCUPATION: Electrician

LENGTH OF RESIDENCY IN DICKINSON: 24 yrs

REGISTERED VOTER IN THE CITY OF DICKINSON: YES NO

EDUCATION: HIGH SCHOOL Hitchcock

COLLEGE Stephen F. Austin B.S.

TRADE, OR BUSINESS SCHOOL NJATC - masters

HOBBIES: fishing

NAME OF BOARD, COMMISSION, OR COMMITTEE APPLYING FOR:

ORGANIZATION MEMBERSHIPS & POSITION HELD: NJATC - Chairman
La Marque - Building Committee - Texas Department
of Income & Regulation - Judge

AREAS OF SPECIAL INTEREST:

1. Building
2. Electrical
3. _____

Signature Clarence Broze Jr

Date 8-14-18

THIS APPLICATION IS GOOD FOR AND WILL BE RETAINED FOR TWO (2) YEARS IN ACCORDANCE WITH THE CITY OF DICKINSON'S RECORDS RETENTION POLICY. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, AN APPLICANT MUST SUBMIT A NEW APPLICATION EVERY TWO (2) YEARS.

Received
5-15-18
WBT

CITY OF DICKINSON APPLICATION FOR BOARDS, COMMISSIONS, COMMITTEES

Please type or print information

NAME: Deborah Footner

HOME ADDRESS: 4311 Country Club Drive

TELEPHONE NUMBER: [REDACTED]

WORK ADDRESS: 7403 Airport Blvd Houston 77061

TELEPHONE NUMBER: [REDACTED]

E-MAIL ADDRESS: [REDACTED]

OCCUPATION: business owner

LENGTH OF RESIDENCY IN DICKINSON: 25 yrs

REGISTERED VOTER IN THE CITY OF DICKINSON: YES NO

EDUCATION: HIGH SCHOOL Glendora High - Calif.

COLLEGE Portland State U.

TRADE OR BUSINESS SCHOOL Masjus PSU

HOBBIES: GOLF, Travel

NAME OF BOARD, COMMISSION, OR COMMITTEE APPLYING FOR:
Education Finance Corp

ORGANIZATION MEMBERSHIPS & POSITION HELD: Board of Governors, South Shore, mag Creek
Dickinson Planning & Zoning, Team Leader, Wednesday night church CCCC,

AREAS OF SPECIAL INTEREST:

1. Education

2. City Planning

3. Business

Signature [Handwritten Signature]

Date 5-8-18

THIS APPLICATION IS GOOD FOR AND WILL BE RETAINED FOR TWO (2) YEARS IN ACCORDANCE WITH THE CITY OF DICKINSON'S RECORDS RETENTION POLICY. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, AN APPLICANT MUST SUBMIT A NEW APPLICATION EVERY TWO (2) YEARS.

CITY OF DICKINSON
APPLICATION FOR BOARDS, COMMISSIONS, COMMITTEES

Please type or print information

NAME: Gaylynn Naiser
HOME ADDRESS: 2926 Mellows Lane, Dickinson TX 7539
TELEPHONE NUMBER: [REDACTED]
WORK ADDRESS: 4901 E. Chase St. Baytown, TX 77521
TELEPHONE NUMBER: [REDACTED]
E-MAIL ADDRESS: [REDACTED]
OCCUPATION: General Manager Hilton Garden Inn - Baytown
LENGTH OF RESIDENCY IN DICKINSON: 2.5 years
REGISTERED VOTER IN THE CITY OF DICKINSON: YES NO
EDUCATION: HIGH SCHOOL Calhoun High School
COLLEGE Victoria Jr. College
TRADE OR BUSINESS SCHOOL _____
HOBBIES: gardening

NAME OF BOARD, COMMISSION, OR COMMITTEE APPLYING FOR:
Economic Development Corporation
ORGANIZATION MEMBERSHIPS & POSITION HELD: _____
See attached list

AREAS OF SPECIAL INTEREST:

1. See attachment
2. _____
3. _____

Signature Gaylynn Naiser
Date 9-10-18

THIS APPLICATION IS GOOD FOR AND WILL BE RETAINED FOR TWO (2) YEARS IN ACCORDANCE WITH THE CITY OF DICKINSON'S RECORDS RETENTION POLICY. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, AN APPLICANT MUST SUBMIT A NEW APPLICATION EVERY TWO (2) YEARS.

RECEIVED
1/10/2020

8:01AM

CITY OF DICKINSON
APPLICATION FOR BOARDS, COMMISSIONS, COMMITTEES

Please type or print information

NAME: HEIDI M. CASSOLA

HOME ADDRESS: 3041 LONGWOOD LN, DICKINSON TX 77539

TELEPHONE NUMBER: [REDACTED] [REDACTED] BAYLOR COLLEGE OF MEDICINE,
DEPT OF PATHOLOGY & IMMUNOLOGY

WORK ADDRESS: ONE BAYLOR PLAZA, ROOM 286A, HOUSTON TX

TELEPHONE NUMBER: [REDACTED] [REDACTED] [REDACTED] 77030

E-MAIL ADDRESS: [REDACTED]

OCCUPATION: LEAD, BUSINESS STRATEGY & Development, Director of Quality Management

LENGTH OF RESIDENCY IN DICKINSON: 48 years

REGISTERED VOTER IN THE CITY OF DICKINSON: YES NO

EDUCATION: HIGH SCHOOL DICKINSON HIGH SCHOOL

COLLEGE UNIVERSITY OF HOUSTON - CLEAR LAKE

TRADE OR BUSINESS SCHOOL N/A

HOBBIES: FISHING, collecting pottery, reading

NAME OF BOARD, COMMISSION, OR COMMITTEE APPLYING FOR:

Economic Development Corp, Dickinson Management District

ORGANIZATION MEMBERSHIPS & POSITION HELD: American Society of

Clinical Pathologists, TEXAS SOCIETY FOR HISTOTECHNOLOGISTS,

American Society for Quality, CAP Commission Lab Accreditation Program - Advisory Panel Member

AREAS OF SPECIAL INTEREST:

1. Development

2. Quality Management

3. Education

Signature Heidi M. Cassola

Date 1-9-20

THIS APPLICATION IS GOOD FOR AND WILL BE RETAINED FOR TWO (2) YEARS IN ACCORDANCE WITH THE CITY OF DICKINSON'S RECORDS RETENTION POLICY. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, AN APPLICANT MUST SUBMIT A NEW APPLICATION EVERY TWO (2) YEARS.

CITY OF DICKINSON
APPLICATION FOR BOARDS, COMMISSIONS, COMMITTEES

Please type or print information

NAME: Jacqueline Valcoviak
HOME ADDRESS: 2126 Meadows Blvd. League City, TX 77573
TELEPHONE NUMBER: [REDACTED]
WORK ADDRESS: same as above
TELEPHONE NUMBER: same as above
E-MAIL ADDRESS: [REDACTED]
OCCUPATION: Management/ Historical Preservation
LENGTH OF RESIDENCY IN DICKINSON: within 10 mile radius
REGISTERED VOTER IN THE CITY OF DICKINSON: YES NO
EDUCATION: HIGH SCHOOL Dickinson H.S.
COLLEGE U of H
TRADE OR BUSINESS SCHOOL _____
HOBBIES: reading, volunteering, Boating, hunting,

NAME OF BOARD, COMMISSION, OR COMMITTEE APPLYING FOR:
All

ORGANIZATION MEMBERSHIPS & POSITION HELD: Booster Club President
CC Tannis, Eucharistic Minister, Dickinson

Historical Society, Bay Area Genealogy Society,
League City Historical Society, St. Mary's League

AREAS OF SPECIAL INTEREST: City, St. Mary's Vanderpool
1. Historic Preservation | Public Market
2. Genealogy | Advisory Board, Working
3. Justice | leader @ St. Philip the

Signature [Signature] Apostle Director of Religious Ed.
Date 10/22/19 @ St. Philip the Apostle

THIS APPLICATION IS GOOD FOR AND WILL BE RETAINED FOR TWO (2) YEARS IN ACCORDANCE WITH THE CITY OF DICKINSON'S RECORDS RETENTION POLICY. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, AN APPLICANT MUST SUBMIT A NEW APPLICATION EVERY TWO (2) YEARS.

CITY OF DICKINSON
APPLICATION FOR CITY BOARDS, COMMISSIONS,
COMMITTEES

Please type or print information

NAME: Jenna P. Simsen

HOME ADDRESS: 2918 Overland Trail, Dickinson ,TX 77539

LENGTH OF RESIDENCY IN DICKINSON: 12 years

PHONE: [REDACTED]

E-MAIL ADDRESS: [REDACTED]

CURRENT EMPLOYER: Dickinson ISD

OCCUPATION: Director of Marketing and Digital Media

WORK ADDRESS: 2218 FM 517 East, Dickinson

REGISTERED VOTER IN THE CITY OF DICKINSON: YES NO

EDUCATION: HIGH SCHOOL : Texas City High School, 2005

COLLEGE: University of Houston-Clear Lake 2009

ADDITIONAL EDUCATION OR CERTIFICATIONS

HOBBIES: photography, video & design, art, guitar and music.

ORGANIZATION MEMBERSHIPS & POSITIONS HELD: Pilot Club of Dickinson, Rotary Club of Dickinson Board of Directors, Keep Dickinson Beautiful Board of Directors, Texas School Public Relations Association

NAME OF BOARD, COMMISSION, OR COMMITTEE APPLYING FOR:

- | | | |
|--|--|---|
| <input type="checkbox"/> Animal Advisory Committee | <input type="checkbox"/> Corp. | <input type="checkbox"/> Hazard Mitigation Task Force |
| <input type="checkbox"/> Board of Adjustments | <input checked="" type="checkbox"/> Dickinson Economic Development | <input type="checkbox"/> Planning & Zoning Commission |
| <input type="checkbox"/> Building Standards | <input type="checkbox"/> Dickinson Management District #1 | |
| <input type="checkbox"/> Dickinson Education Finance | <input type="checkbox"/> Fair Housing Work Group | |

REASON(S) YOU ARE VOLUNTEERING TO SERVE:

I am volunteering to serve because I have a desire to contribute to our city and help

THIS APPLICATION IS GOOD FOR AND WILL BE RETAINED FOR TWO (2) YEARS IN ACCORDANCE WITH THE CITY OF DICKINSON'S RECORDS RETENTION POLICY. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, AN APPLICANT MUST SUBMIT A NEW APPLICATION EVERY TWO (2) YEARS.

make decisions for our community. I am involved in other organizations as well as Dickinson ISD and formerly, City of League City, where I became familiar with city administration, organization and communication.

Please include a Résumé with this application.

I hereby certify that the above statements are true and correct to the best of my knowledge. I understand that a false statement may disqualify me for consideration to serve on a City Board, Commission or Committee.

Signature: 

Date: 10 / 3 / 2019

THIS APPLICATION IS GOOD FOR AND WILL BE RETAINED FOR TWO (2) YEARS IN ACCORDANCE WITH THE CITY OF DICKINSON'S RECORDS RETENTION POLICY. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, AN APPLICANT MUST SUBMIT A NEW APPLICATION EVERY TWO (2) YEARS.

**ATTACHMENT 1
CITY OF DICKINSON
APPLICATION FOR BOARDS, COMMISSIONS, COMMITTEES**

Please type or print information

NAME: Jessie Brantley

HOME ADDRESS: 2920 Oak Drive, Dickinson, 77539

HOME TELEPHONE NUMBER: _____

WORK ADDRESS: 2245 Texas Dr, Sugarland, TX

WORK TELEPHONE NUMBER: _____

MOBILE TELEPHONE NUMBER: [REDACTED]

E-MAIL ADDRESS: [REDACTED]

OCCUPATION: Energy/Commercial Real Estate

LENGTH OF RESIDENCY IN DICKINSON: < 5 years

EDUCATION: HIGH SCHOOL Southeast Guilford High School, Greensboro, NC

COLLEGE University of North Carolina Greensboro, Greensboro, NC

TRADE OR BUSINESS SCHOOL _____

HOBBIES: Golf, Coaching Youth Sports, Fishing

NAME OF BOARD, COMMISSION, OR COMMITTEE APPLYING FOR:

Planning and Zoning, Building Standard, Economic Development, Adjustments

ORGANIZATION MEMBERSHIPS & POSITION HELD: _____

AREAS OF SPECIAL INTEREST:

1. Community Growth and Steering
2. Youth Initiatives and Structure
3. Civic Responsibility and desire to improve our community

Signature Jessie Brantley Date 06/26/2018

THIS APPLICATION IS GOOD FOR AND WILL BE RETAINED FOR TWO (2) YEARS IN ACCORDANCE WITH THE CITY OF DICKINSON'S RECORDS RETENTION POLICY. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, AN APPLICANT MUST SUBMIT A NEW APPLICATION EVERY TWO (2) YEARS.

**ATTACHMENT 1
CITY OF DICKINSON
APPLICATION FOR BOARDS, COMMISSIONS, COMMITTEES**

Please type or print information

NAME: Joan Malmrose

HOME ADDRESS: 2716 Frostwood Circle

HOME TELEPHONE NUMBER: [REDACTED]

WORK ADDRESS: _____

WORK TELEPHONE NUMBER: _____

MOBILE TELEPHONE NUMBER: [REDACTED]

E-MAIL ADDRESS: [REDACTED]

OCCUPATION: retired

LENGTH OF RESIDENCY IN DICKINSON: 39 years.

EDUCATION: HIGH SCHOOL _____

COLLEGE U-HCL

TRADE OR BUSINESS SCHOOL _____

HOBBIES: gardening

NAME OF BOARD, COMMISSION, OR COMMITTEE APPLYING FOR:

Management District, Education Finance, Hazard Mitigation

ORGANIZATION MEMBERSHIPS & POSITION HELD: _____

Keep Dickinson Beautiful; Dickinson Historical, Holy Trinity Church

AREAS OF SPECIAL INTEREST:

1. beautification of city

2. future planning

3. _____

Signature Joan Malmrose Date 5/11/18

THIS APPLICATION IS GOOD FOR AND WILL BE RETAINED FOR TWO (2) YEARS IN ACCORDANCE WITH THE CITY OF DICKINSON'S RECORDS RETENTION POLICY. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, AN APPLICANT MUST SUBMIT A NEW APPLICATION EVERY TWO (2) YEARS.

**ATTACHMENT 1
CITY OF DICKINSON
APPLICATION FOR BOARDS, COMMISSIONS, COMMITTEES**

Please type or print information

NAME: John D. Harris

HOME ADDRESS: 3711 Rau Dr.

HOME TELEPHONE NUMBER: [REDACTED]

WORK ADDRESS: Retired

WORK TELEPHONE NUMBER: N/A

MOBILE TELEPHONE NUMBER: [REDACTED]

E-MAIL ADDRESS: [REDACTED]

OCCUPATION: Retired Federal Mediator

LENGTH OF RESIDENCY IN DICKINSON: 31 yrs.

EDUCATION: HIGH SCHOOL LaMarque High School

COLLEGE SFASU - graduated Aug 1974

TRADE OR BUSINESS SCHOOL _____

HOBBIES: Fishing, Camping, Wood Working

NAME OF BOARD, COMMISSION, OR COMMITTEE APPLYING FOR:

Planning & Zoning

ORGANIZATION MEMBERSHIPS & POSITION HELD: _____

Greater Houston Chapter Labor & Employment - Past President

Texas Labor/Management Board - State Conference

AREAS OF SPECIAL INTEREST:

1. City Planning and Zoning

2. Economic Development

3. _____

Signature John D. Harris Date 9/16/2019

THIS APPLICATION IS GOOD FOR AND WILL BE RETAINED FOR TWO (2) YEARS IN ACCORDANCE WITH THE CITY OF DICKINSON'S RECORDS RETENTION POLICY. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, AN APPLICANT MUST SUBMIT A NEW APPLICATION EVERY TWO (2) YEARS.

CITY OF DICKINSON
APPLICATION FOR BOARDS, COMMISSIONS, COMMITTEES

Please type or print information

NAME: John Thomas Dougan

HOME ADDRESS: 1009 Royal Oak dr, Dickinson, TX 77539

TELEPHONE NUMBER: [REDACTED]

WORK ADDRESS: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: [REDACTED]

OCCUPATION: Volunteer

LENGTH OF RESIDENCY IN DICKINSON: 8⁺ years

REGISTERED VOTER IN THE CITY OF DICKINSON: YES NO

EDUCATION: HIGH SCHOOL Winnfield Senior High School

COLLEGE University of Phoenix / San Jac

TRADE OR BUSINESS SCHOOL Business Administration / Manager

HOBBIES: Travel, reading, research, tourism, news, history, ecology, business, volunteering.

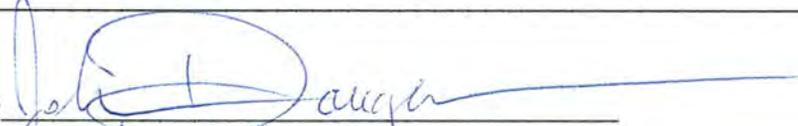
NAME OF BOARD, COMMISSION, OR COMMITTEE APPLYING FOR:

Open

ORGANIZATION MEMBERSHIPS & POSITION HELD: Keep Dickinson Beautiful - Boardmember

AREAS OF SPECIAL INTEREST:

1. Committees
2. open
3. _____

Signature 

Date 9/30/2019

Received
10-21-2019


THIS APPLICATION IS GOOD FOR AND WILL BE RETAINED FOR TWO (2) YEARS IN ACCORDANCE WITH THE CITY OF DICKINSON'S RECORDS RETENTION POLICY. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, AN APPLICANT MUST SUBMIT A NEW APPLICATION EVERY TWO (2) YEARS.

Received
6-12-2018
9:17pm
VBT

**CITY OF DICKINSON
APPLICATION FOR BOARDS, COMMISSIONS, COMMITTEES**

Please type or print information

NAME: Johnnie Simpson Jr
HOME ADDRESS: 5006 Westwood Dr. Dickinson TX 77539
TELEPHONE NUMBER: [REDACTED]
WORK ADDRESS: 2205 Ave G, Dickinson TX 77539
TELEPHONE NUMBER: [REDACTED]
E-MAIL ADDRESS: [REDACTED]
OCCUPATION: Pastor
LENGTH OF RESIDENCY IN DICKINSON: 1.5 years
REGISTERED VOTER IN THE CITY OF DICKINSON: YES NO
EDUCATION: HIGH SCHOOL Indianapolis North Central
COLLEGE Prairie View A&M, University of Phoenix (MBA)
TRADE OR BUSINESS SCHOOL Southern Methodist University
HOBBIES: coding, website, AV Tech

NAME OF BOARD, COMMISSION, OR COMMITTEE APPLYING FOR:
Management District
ORGANIZATION MEMBERSHIPS & POSITION HELD: Galveston County
LTRG, MI Lewis Social Services

- AREAS OF SPECIAL INTEREST:
- AV Technology
 - Construction
 - Project Management

Signature [Handwritten Signature]
Date 6/12/18

THIS APPLICATION IS GOOD FOR AND WILL BE RETAINED FOR TWO (2) YEARS IN ACCORDANCE WITH THE CITY OF DICKINSON'S RECORDS RETENTION POLICY. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, AN APPLICANT MUST SUBMIT A NEW APPLICATION EVERY TWO (2) YEARS.

**CITY OF DICKINSON
APPLICATION FOR BOARDS, COMMISSIONS, COMMITTEES**

Please type or print information

NAME: Joseph Kelly

HOME ADDRESS: 5024 Winding Way

TELEPHONE NUMBER: [REDACTED]

WORK ADDRESS: 2300 40th Street

TELEPHONE NUMBER: [REDACTED]

E-MAIL ADDRESS: [REDACTED]

OCCUPATION: President JLSSE, INC.

LENGTH OF RESIDENCY IN DICKINSON: 30 years

REGISTERED VOTER IN THE CITY OF DICKINSON: YES NO

EDUCATION: HIGH SCHOOL Harlingen High School

COLLEGE TSTU Harlingen

TRADE OR BUSINESS SCHOOL _____

HOBBIES: Guitar

NAME OF BOARD, COMMISSION, OR COMMITTEE APPLYING FOR:

Board of Adjustments

ORGANIZATION MEMBERSHIPS & POSITION HELD: _____

AREAS OF SPECIAL INTEREST:

1. _____

2. _____

3. _____

Signature Joseph Kelly

Date 9/21/18

THIS APPLICATION IS GOOD FOR AND WILL BE RETAINED FOR TWO (2) YEARS IN ACCORDANCE WITH THE CITY OF DICKINSON'S RECORDS RETENTION POLICY. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, AN APPLICANT MUST SUBMIT A NEW APPLICATION EVERY TWO (2) YEARS.

**CITY OF DICKINSON
APPLICATION FOR BOARDS, COMMISSIONS, COMMITTEES**

Please type or print information

NAME: Keith Morgan
HOME ADDRESS: 4045 Conifer Dr
TELEPHONE NUMBER: [REDACTED]
WORK ADDRESS: 2750 FM 517 Road East Dickinson TX
TELEPHONE NUMBER: [REDACTED]
E-MAIL ADDRESS: kmorgan@wcid1.com
OCCUPATION: Superintendent
LENGTH OF RESIDENCY IN DICKINSON: 30 years
REGISTERED VOTER IN THE CITY OF DICKINSON: YES NO
EDUCATION: HIGH SCHOOL Yes
COLLEGE _____
TRADE OR BUSINESS SCHOOL Texas A&M Fire Fighter
HOBBIES: Volunteer Fire Fighter, fishing, hunting

NAME OF BOARD, COMMISSION, OR COMMITTEE APPLYING FOR:
Dickinson Economic Development Corporation
ORGANIZATION MEMBERSHIPS & POSITION HELD: _____
Dickinson Vol Fire Dept Chief

- AREAS OF SPECIAL INTEREST:
1. Development of commercial businesses in town to
 2. help relieve tax base for homeowners.
 3. _____

Signature Keith Morgan
Date May 11, 2018

THIS APPLICATION IS GOOD FOR AND WILL BE RETAINED FOR TWO (2) YEARS IN ACCORDANCE WITH THE CITY OF DICKINSON'S RECORDS RETENTION POLICY. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, AN APPLICANT MUST SUBMIT A NEW APPLICATION EVERY TWO (2) YEARS.

CITY OF DICKINSON
APPLICATION FOR BOARDS, COMMISSIONS, COMMITTEES

Please type or print information

NAME: Kevin D. Edmonds

HOME ADDRESS: 4136 Gum Dr, Dickinson, Texas 77539

TELEPHONE NUMBER: [REDACTED]

WORKADDRESS: 4136 Gum Dr., Dickinson, Texas 77539/ 14935 Jacintoport Blvd., Houston, Texas 77015

TELEPHONE NUMBER: [REDACTED]

E-MAIL ADDRESS: [REDACTED]

OCCUPATION: Builder - Developer / Health, Safety & Environmental Professional

LENGTH OF RESIDENCY IN DICKINSON: 2.5 Years

REGISTERED VOTER IN THE CITY OF DICKINSON: YES NO

EDUCATION: HIGH SCHOOL Clear Creek High School

COLLEGE College of the Mainland

Nation Center for Construction , Education &

TRADE OR BUSINESS SCHOOL Research (NCCER)

HOBBIES: Fishing, Boating, Camping, Golf,

NAME OF BOARD, COMMISSION, OR COMMITTEE APPLYING FOR:

Board of Adjustments, Planning & Zoning, Building Standards Committee,

ORGANIZATION MEMBERSHIPS & POSITION HELD: _____

Bay Area Builders Association (Subsidiary of the Greater Houston Builders Association) - Board of Directors

Bay Area Municipal Inspectors Association - Associate Member

Houston Business Round Table - Audit Committee

AREAS OF SPECIAL INTEREST:

1. Building Codes & Standards

2. Commercial & Residential Development

3. _____

Signature 

Date 05/13/2019

THIS APPLICATION IS GOOD FOR AND WILL BE RETAINED FOR TWO (2) YEARS IN ACCORDANCE WITH THE CITY OF DICKINSON'S RECORDS RETENTION POLICY. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, AN APPLICANT MUST SUBMIT A NEW APPLICATION EVERY TWO (2) YEARS.

CITY OF DICKINSON
APPLICATION FOR BOARDS, COMMISSIONS, COMMITTEES

Please type or print information

NAME: Lee Skipper
HOME ADDRESS: 2209 11 Oak Drive, Dickinson, TX 77539
TELEPHONE NUMBER: [REDACTED]
WORK ADDRESS: 908 6th St N, Texas City, TX 77590
TELEPHONE NUMBER: [REDACTED]
E-MAIL ADDRESS: [REDACTED]
OCCUPATION: Financial Advisor
LENGTH OF RESIDENCY IN DICKINSON: 15 years
REGISTERED VOTER IN THE CITY OF DICKINSON: YES NO
EDUCATION: HIGH SCHOOL McGregor High School, McGregor, TX
COLLEGE Baylor University, Waco, TX / UTMB Galveston
TRADE OR BUSINESS SCHOOL _____
HOBBIES: Hunting, Fishing, Golf

NAME OF BOARD, COMMISSION, OR COMMITTEE APPLYING FOR:

Economic Development Corporation

ORGANIZATION MEMBERSHIPS & POSITION HELD: Rotary Club of Texas City Board + Past-President; TCHM Chamber of Commerce - Board Member;

San Marcos Baptist Academy - Board of Trustees; Galveston (Camp Fossil) Bank - Board Member + Secretary

AREAS OF SPECIAL INTEREST:

1. Youth Activities / Sports
2. Business Recruitment
3. Parks + Recreation

Signature

Date

[Signature]
9/30/2019

THIS APPLICATION IS GOOD FOR AND WILL BE RETAINED FOR TWO (2) YEARS IN ACCORDANCE WITH THE CITY OF DICKINSON'S RECORDS RETENTION POLICY. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, AN APPLICANT MUST SUBMIT A NEW APPLICATION EVERY TWO (2) YEARS.

Received 11-18-2019
3:01pm JBT

**CITY OF DICKINSON
APPLICATION FOR BOARDS, COMMISSIONS, COMMITTEES**

Please type or print information

NAME: Mae Edwards
HOME ADDRESS: 2202 GILL ROAD
TELEPHONE NUMBER: [REDACTED]
WORK ADDRESS: Retired
TELEPHONE NUMBER: [REDACTED]
E-MAIL ADDRESS: [REDACTED]
OCCUPATION: Retired teacher
LENGTH OF RESIDENCY IN DICKINSON: all my life (63 yrs)
REGISTERED VOTER IN THE CITY OF DICKINSON: YES NO
EDUCATION: HIGH SCHOOL DICKINSON High School
COLLEGE Houston Tillotson University / UHCLC
TRADE OR BUSINESS SCHOOL _____
HOBBIES: Reading walking talking sightseeing traveling

NAME OF BOARD, COMMISSION, OR COMMITTEE APPLYING FOR:

ORGANIZATION MEMBERSHIPS & POSITION HELD: NONE CURRENTLY

AREAS OF SPECIAL INTEREST:

1. Eco Dev
2. Planning & Zoning
3. Management District

Signature Mae Edwards

Date 11-18-2019

THIS APPLICATION IS GOOD FOR AND WILL BE RETAINED FOR TWO (2) YEARS IN ACCORDANCE WITH THE CITY OF DICKINSON'S RECORDS RETENTION POLICY. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, AN APPLICANT MUST SUBMIT A NEW APPLICATION EVERY TWO (2) YEARS.

Rec'd
4/30/18

**CITY OF DICKINSON
APPLICATION FOR BOARDS, COMMISSIONS, COMMITTEES**

Please type or print information

NAME: Margaret Carney
HOME ADDRESS: 1125 Tallow Drive Dickinson TX
TELEPHONE NUMBER: [REDACTED]
WORK ADDRESS: retired
TELEPHONE NUMBER: NA
E-MAIL ADDRESS: [REDACTED]
OCCUPATION: retired educator
LENGTH OF RESIDENCY IN DICKINSON: 40 years
REGISTERED VOTER IN THE CITY OF DICKINSON: YES NO
EDUCATION: HIGH SCHOOL Lompoc High School, '67 Lompoc, CA
COLLEGE BA - The College of Idaho MA - Univ. of Connecticut
TRADE OR BUSINESS SCHOOL _____
HOBBIES: Reading, sewing, travel, choral music, grandchildren
NAME OF BOARD, COMMISSION, OR COMMITTEE APPLYING FOR: Dickinson Education Finance Corporation
ORGANIZATION MEMBERSHIPS & POSITION HELD: First United Methodist Church, Dickinson Historical Society, Dickinson Rotary Club, Dickinson Education Foundation
AREAS OF SPECIAL INTEREST:
1. Promoting literacy in our community.
2. Preserving the history of Dickinson through the Historical Society
3. Anything that shines a spotlight on our great city.
Signature Margaret Carney
Date 4/30/18

THIS APPLICATION IS GOOD FOR AND WILL BE RETAINED FOR TWO (2) YEARS IN ACCORDANCE WITH THE CITY OF DICKINSON'S RECORDS RETENTION POLICY. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, AN APPLICANT MUST SUBMIT A NEW APPLICATION EVERY TWO (2) YEARS.

**CITY OF DICKINSON
APPLICATION FOR BOARDS, COMMISSIONS, COMMITTEES**

Please type or print information

NAME: RAY JONES

HOME ADDRESS: 4300 SCENIC DR.

TELEPHONE NUMBER: [REDACTED]

WORK ADDRESS: —

TELEPHONE NUMBER: —

E-MAIL ADDRESS: [REDACTED]

OCCUPATION: RETIRED as AIR COND. SUPERVISOR FOR CCISD.

LENGTH OF RESIDENCY IN DICKINSON: 22 YEARS

REGISTERED VOTER IN THE CITY OF DICKINSON: YES NO

EDUCATION: HIGH SCHOOL GRAD. CLEARCREEK High

COLLEGE —

TRADE OR BUSINESS SCHOOL —

HOBBIES: WOODWORKING, STAINED GLASS, LEATHER WORK.

NAME OF BOARD, COMMISSION, OR COMMITTEE APPLYING FOR:

WHAT EVER IS NEEDED

ORGANIZATION MEMBERSHIPS & POSITION HELD: DCPAAA

AREAS OF SPECIAL INTEREST:

1. FAMILY

2. COMMUNITY

3. LOCAL POLITICS

Signature Ray Jones

Date 9-25-2019

THIS APPLICATION IS GOOD FOR AND WILL BE RETAINED FOR TWO (2) YEARS IN ACCORDANCE WITH THE CITY OF DICKINSON'S RECORDS RETENTION POLICY. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, AN APPLICANT MUST SUBMIT A NEW APPLICATION EVERY TWO (2) YEARS.

**CITY OF DICKINSON
APPLICATION FOR BOARDS, COMMISSIONS, COMMITTEES**

Please type or print information

NAME: Regina Ann Rodriguez
HOME ADDRESS: 4512 26th St. E.
TELEPHONE NUMBER: 281-967-9362
WORK ADDRESS: 14910 Airline Road
TELEPHONE NUMBER: 281-285-6197
E-MAIL ADDRESS: rrios06@slb.com
OCCUPATION: Administration
LENGTH OF RESIDENCY IN DICKINSON: 50 years
REGISTERED VOTER IN THE CITY OF DICKINSON: YES NO
EDUCATION: HIGH SCHOOL Dickinson High School
COLLEGE Alvin Community College
TRADE OR BUSINESS SCHOOL Health Studies
HOBBIES: Sewing, nature walks, spending time w/ family

NAME OF BOARD, COMMISSION, OR COMMITTEE APPLYING FOR:
Community Development

ORGANIZATION MEMBERSHIPS & POSITION HELD: HLS & R volunteer committee

AREAS OF SPECIAL INTEREST:

1. Harvey Recovery
2. Rebuild Dickinson
3. _____

Signature J. A. Noddy
Date 11-25-19

THIS APPLICATION IS GOOD FOR AND WILL BE RETAINED FOR TWO (2) YEARS IN ACCORDANCE WITH THE CITY OF DICKINSON'S RECORDS RETENTION POLICY. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, AN APPLICANT MUST SUBMIT A NEW APPLICATION EVERY TWO (2) YEARS.

**ATTACHMENT 1
CITY OF DICKINSON
APPLICATION FOR BOARDS, COMMISSIONS, COMMITTEES**

Please type or print information

NAME: Charles Van Goodgame

HOME ADDRESS: 3917 Hansen Drive, Dickinson, TX 77539

HOME TELEPHONE NUMBER: _____

WORK ADDRESS: 303 E. Main Street, Suite 250, League City, TX 77573

WORK TELEPHONE NUMBER: [REDACTED]

MOBILE TELEPHONE NUMBER: [REDACTED]

E-MAIL ADDRESS: [REDACTED]

OCCUPATION: Mako Environmental

LENGTH OF RESIDENCY IN DICKINSON: 14 Years

EDUCATION: HIGH SCHOOL Russellville High School, Russellville, Al

COLLEGE Auburn University

TRADE OR BUSINESS SCHOOL _____

HOBBIES: Boating, Scuba Diving-All outdoor sports, College Football

NAME OF BOARD, COMMISSION, OR COMMITTEE APPLYING FOR:
Economic Development Board

ORGANIZATION MEMBERSHIPS & POSITION HELD: President, Mako Enviromental

AREAS OF SPECIAL INTEREST:

1. Bring locally owned businesses into Dickinson, No more Box or Fast FoodType text here
2. A Marina on the bayou with nice restaurant for boaters and drive up customers
3. _____

Signature  Date 10/3/2018

THIS APPLICATION IS GOOD FOR AND WILL BE RETAINED FOR TWO (2) YEARS IN ACCORDANCE WITH THE CITY OF DICKINSON'S RECORDS RETENTION POLICY. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, AN APPLICANT MUST SUBMIT A NEW APPLICATION EVERY TWO (2) YEARS.

ITEM 16

Executive Session

ITEM 17

Reconvene

ITEM 18

**Matters Discussed in
Executive Session**

ITEM 19

Adjourn

FYI



TO: City of Dickinson
FROM: JSWA
RE: Benefit Cost analysis review
DATE: December 23, 2019

The City of Dickinson received 12 packages from homeowners interested in being included in an application for FEMA FMA 2019 funding that if approved would be administered by the Texas Water Development Board (TWDB) to elevate homes.

There are many criteria and many levels within those criteria needed for a home to be eligible for inclusion in an application. First and foremost is that the projects must be technically feasible and cost effective. FEMA provides the following overview of this requirement in the Hazard Mitigation Assistance Guidance Document. *Mitigation program authorizing statutes (Flood Mitigation Assistance at 42 U.S.C. 4104c, Pre-Disaster Hazard Mitigation at 42 U.S.C. 5133, and Hazard Mitigation at 42 U.S.C. 5170c) require that FEMA provide funding for mitigation measures that are cost effective or are in the interest of the NFIF. FEMA has specified minimum project criteria via regulation (44 CFR Part 79 and 44 CFR Section 206.434), including that Applicants must demonstrate mitigation projects are cost effective. The determination of cost-effectiveness is performed in a variety of ways. It is typically demonstrated by the calculation of a benefit-cost ratio (BCR), dividing total annualized project benefits by total annualized project cost. Projects where benefits exceed costs are generally considered cost effective.*

In order to complete a Benefit Cost Analysis, certain data must be collected from the homeowner. While collecting data from the homeowners needed to complete the BCA, it is efficient to collect other data that will be needed to include a home in an application if that home meets the BCA requirement. This data needed from the homes includes:

- NFIP flood claim history, listing date and dollar amount of each loss (this data is requested by the homeowner, by directly contacting the National flood insurance program and is needed to complete a BCA).
- Proof the home is currently insured by the National Flood Insurance Program (NFIP) – if not currently insured, the home is not eligible for inclusion in an application.
- State of voluntary interest in being included in a grant application.
- Signed and notarized FEMA required form, Acknowledgment of Conditions when being mitigation with FEMA grant funds.
- Signed FEMA required Declaration and Release Form.

If the homeowner provides the abovementioned documentation, the BCA review can begin. This review includes:

- The location of the home relative to the FEMA floodplains (AE or V zones) or not in a flood zone (X zone or no flood zone designation)



- Collection of information about the structure (obtained from the County's Appraisal District) including, date of construction, home's foundation type, number of stories, attached or detached garage, type of construction (e.g. brick veneer, stucco, etc.), quality of the house (e.g. good, average), total area of the home and footprint of the home.
- Determination of costs (elevation cost multiplied by square foot of footprint), temporary living costs for displacement during elevation, construction and project management costs.
- FEMA classification of the structure (based on loss history – used to determine percentage of federal share to be allocated to an approved property).

A severe repetitive loss (SRL) structure that:

- (a) Is covered under a contract for flood insurance made available under the NFIP
- (b) Has incurred flood related damage –
 - (i) For which 4 or more separate claims payments (includes building and contents) have been made under flood insurance coverage with the amount of each such claim exceeding \$5,000, and with the cumulative amount of such claim payments exceeding \$20,000, or
 - (ii) For which at least 2 separate claims payments (includes only building) have been made under such coverage, with the cumulative amount of such claims exceeding the market value of the insured structure.

An FMA repetitive loss (FMA RL) structure covered by a contract for flood insurance made available under the NFIP that:

- (a) Has incurred flood-related damage on 2 occasions, in which the cost of the repair, on the average, equaled or exceeded 25 percent of the market value of the structure at the time of each such flood event, and
- (b) At the time of the second incidence of flood-related damage, the contract for flood insurance contains increased cost of compliance coverage.

Elevation budget estimate:

Cost of home elevation = Square footage of the home footprint x an estimated cost per square foot to required elevation. The following budgetary estimates were used. These data were based upon historical elevation costs experienced on over 500 grant funded elevations in the Houston area:

- One Story Building - \$110.00 multiplied by the footprint of the structure
- Two Story Building - \$120.00 multiplied by the footprint of the structure
 - If attached garage with the inability to separate, that square footage of the garage is included in the homes footprint to be elevated

In addition to the cost to elevate, a homeowner who resides in the home will be displaced during the elevation. The estimated displacement time (90 days) was multiplied by the GSA per diem l



lodging rate schedule for Dickinson, which is \$125.00 per day, totaling \$11,250 per property. The other cost is the project/construction management cost which was estimated at \$5,550 per property.

Once all of that data is collected, total elevation cost per property is calculated. FEMA has prepared a per-calculated benefit for elevations in the Special Flood Hazard Area (SFHA) that eliminates the requirement for applicants to conduct a BCA on a given property. FEMA has determined that an elevation of a structure located in the 100-year floodplain as delineated on the Flood Insurance Rate Map (FIRM) or best available data, that costs less than or equal to the amount of the \$175,000 is considered cost effective. All of homes that provided application packages are located in the SFHA area (AE zone). However of those none had cost estimates at or below this \$175,000 limit, therefore the per-calculated benefit could not be used for any of the homes.

FEMA requires a Benefit-Cost Analysis (BCA) to validate cost effectiveness of a proposed hazard mitigation prior to funding. BCA is the method by which the future benefits of a hazard mitigation project are determined and compared to its costs. The end result is a Benefit-Cost Ratio (BCR), which is calculated by a projects total benefits divided by its total costs. The BCR is a numerical expression of the cost effectiveness of a project. A project is considered to be cost effective when the BCR is 1.0 or greater, indicating the benefits of a prospective hazard mitigation project are sufficient to justify the costs. To determine the BCA/BCR, FEMA has provided a BCA Toolkit (6.0) that with the information collected, can calculate the BCR for each property. The primary methodology used via this BCA toolkit uses a homes actual loss history to calculate avoided damages. It should be noted this BCA model needs three or more losses to properly calibrate. With only two losses, the model errors out, and cannot be run. 2 of the 14 homes provided loss history indicating two or less losses.

The BCA toolkit was used for each property that had three of more losses. The results were that none had a BCR greater than 1. The reason for this was the losses occurred over a long period of time, resulting in an analysis period and loss history that diluted the benefits such that the calculated benefits did not exceed the estimated costs.

We were also were able to look at the flood module for those homes that provided an Elevation certificate. This module using the FIS flood profiles and compares that to the current elevation of the home to calculate the damages that would be avoided (benefits) if the home were elevated. From a mathematical perspective, for a home to be cost effective to elevate it has to be sitting deep in the floodplain, typically down near the 10-year event level. All but one home sat a mere 1' below BFE, which results in less than \$10,000 in benefits. There was one home that was sitting 3.8' below BFE but the Benefit Cost Ratio for this home was still under .5.



JSWA, Inc.
Mitigation and Buyout Consultants

PO Box 4356
Leesburg, VA 20177

(W) 703-777-7076 (F) 866-635-6582
Jswa1@outlook.com

Intuitively one may think that homes that are on FEMA's Repetitive Loss list or FEMA's Severe Repetitive Loss list would be cost effective. Unfortunately, this is not the case. There is no correlation between categorization of a home and its cost effectiveness to elevate with FEMA grants. A BCA of 1.0 or above is an absolute requirement of inclusion in a FEMA funded grant. But is not until after the data are collected and the FEMA BCA software (toolkit) is complete that you will know whether homes meet the BCA requirement. Clearly, it is a difficult threshold to surpass. Again, homes that are typically cost effective to elevate are sitting very deep in the floodplain, flooding in even minor events, such as a 10-year flood event (10% chance flood). In Dickinson, even though the flooding has been severe, most of the homes that flooded, flooded from events that were greater than 100-year flood events

Sincerely,

Jeffrey S. Ward



FEMA

Benefit-Cost Calculator

v6.0.0 (Build 20191212.1843)

Benefit-Cost Analysis

Project Name: DFA Dickinson 2020 project



MAP MARKER	MITIGATION TITLE	PROPERTY TYPE	HAZARD	BENEFITS (B)	COSTS (C)	BCR (B/C)
1	Elevation @ 612 Pine Manor Ln, Dickinson, Texas, 77539		DFA : Riverine Flood	\$ 204,003	\$ 356,810	0.57
2	Elevation @ 3510 Lobit Dr, Dickinson, Texas, 77539		DFA : Riverine Flood	\$ 167,707	\$ 346,690	0.48
Totals				\$ 371,710	\$ 703,500	0.53

Property Configuration

Property Title: Elevation @ 612 Pine Manor Ln, Dickinson, Texas, 77539

Property Location: 77539, Galveston, Texas

Property Coordinates: 29.4497581, -95.0713252

Hazard Type: Riverine Flood

Mitigation Action Type: Elevation

Property Type: Residential Building

Analysis Method Type: Historical Damages

Cost Estimation

Elevation @ 612 Pine Manor Ln, Dickinson, Texas, 77539

Project Useful Life: 50

Project Cost: \$356,810

Number of Maintenance Years: 50 Use Default:Yes

Annual Maintenance Cost: \$0

Damage Analysis Parameters - Damage Frequency Assessment

Elevation @ 612 Pine Manor Ln, Dickinson, Texas, 77539

Year of Analysis Conducted: 2020

Year Property was Built: 1951

Analysis Duration: 43 Use Default: No

Historical Damages Before Mitigation

Elevation @ 612 Pine Manor Ln, Dickinson, Texas, 77539

DAMAGE YEAR	RECURRENCE INTERVAL (YEARS)	OTHER DAMAGES (\$)	OPTIONAL DAMAGES			VOLUNTEER COSTS		TOTAL				
			Ca	Ca	Ca	NUMBER OF VOLUNTEERS	NUMBER OF DAYS	ANNUALIZED RECURRENT DAMAGES (\$)	CURRENT DOLLARS?	INFLATED DAMAGES (\$)	ANNUALIZED DAMAGES AND LOSSES (\$)	
2017	0	260,000	0	0	0	0	0	43.99	260,000	No	277,839.13	3,314
1979	0	26,550	0	0	0	0	0	14.66	26,550	No	99,198.98	3,167
1979	0	52,400	0	0	0	0	0	22.00	52,400	No	195,782.55	5,301

Expected Damages After Mitigation

Elevation @ 612 Pine Manor Ln, Dickinson, Texas, 77539

RECURRENCE INTERVAL (YEARS)	OTHER DAMAGES (\$)	OPTIONAL DAMAGES			VOLUNTEER COSTS		TOTAL		
		Cateç	Cateç	Cateç	NUMBER OF VOLUNTEERS	NUMBER OF DAYS	ANNUALIZED RECURRENT DAMAGES (\$)	CURRENT DOLLARS?	ANNUALIZED DAMAGES AND LOSSES (\$)
0	0	0	0	0	0	0	0	0	0

Benefits-Costs Summary

Elevation @ 612 Pine Manor Ln, Dickinson, Texas, 77539

Total Standard Mitigation Benefits: \$204,003

Total Additional Benefits - Social: \$0

Total Additional Benefits - Environmental: \$0

Total Mitigation Project Benefits: \$204,003

Total Mitigation Project Cost: \$356,810

Benefit Cost Ratio - Standard: 0.57

Benefit Cost Ratio - Standard + Additional: 0.57

Property Configuration	
Property Title:	Elevation @ 3510 Lobit Dr, Dickinson, Texas, 77539
Property Location:	77539, Galveston, Texas
Property Coordinates:	29.4532089, -95.0730382
Hazard Type:	Riverine Flood
Mitigation Action Type:	Elevation
Property Type:	Residential Building
Analysis Method Type:	Historical Damages

Cost Estimation	
Elevation @ 3510 Lobit Dr, Dickinson, Texas, 77539	
Project Useful Life:	50
Project Cost:	\$346,690
Number of Maintenance Years:	50 Use Default:Yes
Annual Maintenance Cost:	\$0

Damage Analysis Parameters - Damage Frequency Assessment	
Elevation @ 3510 Lobit Dr, Dickinson, Texas, 77539	
Year of Analysis Conducted:	2020
Year Property was Built:	1977
Analysis Duration:	43 Use Default: No

Historical Damages Before Mitigation

Elevation @ 3510 Lobit Dr, Dickinson, Texas, 77539

DAMAGE YEAR	RECURRENT INTERVAL (YEARS)	OTHER DAMAGES (\$)	OPTIONAL DAMAGES			VOLUNTEER COSTS		TOTAL				
			Ca	Ca	Ca	NUMBER OF VOLUNTEERS	NUMBER OF DAYS	ANNUALIZED RECURRENT DAMAGES (\$)	CURRENT DOLLARS?	INFLATED DAMAGES (\$)	ANNUALIZED DAMAGES AND LOSSES (\$)	
2017	0	275,000	0	0	0	0	0	57.76	275,000	No	293,868.32	32,087
1979	0	4,075	0	0	0	0	0	14.66	4,075	No	15,225.45	1,075
1979	0	39,300	0	0	0	0	0	21.99	39,300	No	146,836.95	5,846
1989	0	1,089	0	0	0	0	0	10.99	1,089	No	2,647.61	144

Expected Damages After Mitigation

Elevation @ 3510 Lobit Dr, Dickinson, Texas, 77539

RECURRENT INTERVAL (YEARS)	OTHER DAMAGES (\$)	OPTIONAL DAMAGES			VOLUNTEER COSTS		TOTAL					
		Cateç	Cateç	Cateç	NUMBER OF VOLUNTEERS	NUMBER OF DAYS	ANNUALIZED RECURRENT DAMAGES (\$)	CURRENT DOLLARS?	INFLATED DAMAGES (\$)	ANNUALIZED DAMAGES AND LOSSES (\$)		
0	0	0	0	0	0	0	0	0	0	0	0	0

Benefits-Costs Summary

Elevation @ 3510 Lobit Dr, Dickinson, Texas, 77539

Total Standard Mitigation Benefits: \$167,707**Total Additional Benefits - Social:** \$0**Total Additional Benefits - Environmental:** \$0**Total Mitigation Project Benefits:** \$167,707**Total Mitigation Project Cost:** \$346,690**Benefit Cost Ratio - Standard:** 0.48**Benefit Cost Ratio - Standard + Additional:** 0.48