

**February 11, 2020**  
**City Council**  
**Regular Meeting**  
**7:00 p.m.**



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

**February 11, 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, February 11, 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.

**ITEM 6.) REPORTS:**

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

**ITEM 7.) PUBLIC COMMENTS:** At this time, any person with city-related business may speak to the Council. In compliance with the Texas Open Meetings Act, The City Council may not deliberate. **Comments from the public should be limited to a maximum of three (3) minutes per individual speaker.**

**ITEM 8.) CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION:**

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

A. Approval of the Minutes of the Regular Council Meeting of January 28, 2020.

- B. Approval of the Minutes of the Special Council Meeting of February 4, 2020.
- C. Resolution Number XXX-2020 – **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE AERIAL SPRAYING FOR THE ABATEMENT OF MOSQUITOES OVER AND WITHIN THE CITY OF DICKINSON BY THE GALVESTON COUNTY MOSQUITO CONTROL DISTRICT AND PROVISIONS RELATED THERETO; 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 AGREEMENT BY AND BETWEEN THE CITY OF DICKINSON, TEXAS (“CITY”), DICKINSON INDEPENDENT SCHOOL DISTRICT (“DISD”), AND GALVESTON COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 (“WCID#1”) FOR A JOINT ELECTION FOR THE MAY 2, 2020, GENERAL ELECTION; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.**

**ITEM 9.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number XXX-2020 – **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HUITT-ZOLLARS, INC. FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE DESIGN, BIDDING AND CONSTRUCTION ADMINISTRATION ASSOCIATED WITH IMPROVEMENTS TO THE CITY OF DICKINSON PUBLIC LIBRARY; AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE AN AGREEMENT FOR SUCH SERVICES; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.**

**ITEM 10.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number XXX-2020 – **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, AUTHORIZING THE APPROVAL OF A CONTRACT FOR COLLECTION SERVICES PROVIDING FOR THE COLLECTION OF DELINQUENT TAXES AND COURT FINES AND FEES WITH LINEBARGER GOGGAN BLAIR & SAMPSON, LLP; AND MAKING CERTAIN FINDINGS ASSOCIATED WITH TEXAS GOVERNMENT CODE §2254.1032; AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT; AND PROVIDING AN EFFECTIVE DATE.**

**ITEM 11.) 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. (Second of Three Readings)**

**ITEM 12.) EXECUTIVE SESSION:** The City Council will now hold a closed executive meeting pursuant to the provision of Chapter 551, Government Code, Vernon's Texas Codes annotated, in accordance with the authority contained in:

A. Section 551.071 – Consultation with Attorney regarding pending litigation and matters in which the duty of the City Attorney requires to be discussed in closed meeting.

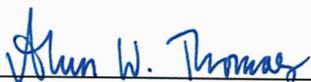
**ITEM 13.) RECONVENE**

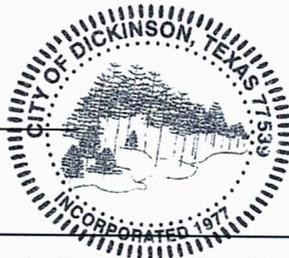
**ITEM 14.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Matters Discussed in Executive Session.

**ITEM 15.) ADJOURN**

### **CERTIFICATION**

This is to certify that a copy of the Notice of the Regular City Council meeting for **Tuesday, February 11, 2020**, was posted on the bulletin board at City Hall, 4403 Highway 3, Dickinson, Texas, on this the 7th day of February, 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: February 11, 2020  
Regular Meeting**

<b><u>MAYOR/COUNCIL</u></b>	<b><u>PRESENT</u></b>	<b><u>ABSENT</u></b>
MAYOR JULIE MASTERS	_____	_____
POS. 1: COUNCILMEMBER CHARLES SUDERMAN	_____	_____
POS. 2: COUNCILMEMBER SEAN SKIPWORTH	_____	_____
POS. 3: COUNCILMEMBER WALTER WILSON	_____	_____
POS. 4: COUNCILMEMBER WALLY DEATS	_____	_____
POS. 5: COUNCILMEMBER LOUIS DECKER	_____	_____
POS. 6: COUNCILMEMBER WILLIAM KING	_____	_____
<b><u>ALSO IN ATTENDANCE:</u></b>		
City Attorney David W. Olson	_____	_____
City Administrator Chris Heard	_____	_____
Finance Director Kristen Woolley	_____	_____
City Secretary Alun W. Thomas	_____	_____
Interim Dir. of Community Dev. S. R. Burgess	_____	_____
Interim Public Works Director Ronald Sullivan	_____	_____
Police Chief Ron Morales	_____	_____
EMS Director Derek Hunt	_____	_____
Fire Marshal Burt Heddles	_____	_____
Court Administrator Irma Rivera	_____	_____
Library Director Julianne Lane	_____	_____
Bayou Animal Services Manager Sarah Saunders	_____	_____
Assistant to the City Administrator Kerilyn Bascle	_____	_____

# **ITEM 2**

## **Invocation**

# **ITEM 3**

## **Pledge of Allegiance**

# **ITEM 4**

## **Proclamations**

# **ITEM 5**

## **Announcements and Presentations**

# **ITEM 5A**

## **Council Comments**

# **ITEM 6**

## **Reports**

# **ITEM 6A**

## **Update on Public Works Projects**

## Public Works Monthly Report

JANUARY 2020

Potholes	Location	Date(s)	Potholes filled	Material Used	Comments:
	Cemetery	1/8/2020	33	Cold Mix	
	Bayou Bend	1/8/2020	35	Cold Mix	
	Caroline	1/15/2020	20	Cold Mix	
	Overland Trail	1/15/2020	12	Cold Mix	
	Utah Ave	1/15/2020	28	Cold Mix	
	Kansas	1/21/2020	35	Cold Mix	
	Hughes Court	1/30/2020	12	Cold Mix	
	Park	1/30/2020	22	Cold Mix	
	Tanglewood	1/30/2020	35	Cold Mix	
	Pinegrove	1/30/2020	27	Cold Mix	
	California	1/30/2020	33	Cold Mix	
	Beatrice	1/30/2020	12	Cold Mix	
	Cottonwood	1/31/2020	10	Cold Mix	
	30th at California	1/31/2020	6	Cold Mix	

Street Repairs	Location		Material Used	Comments:
Regraded/Milled	22nd St	Highway 3 to Avenue G	SS1 oil	
	23rd St	Highway 3 to Avenue G	SS1 oil	
	25nd St	Highway 3 to Avenue G	SS1 oil	
	30th	Houston to Texas	SS1 oil	
	32nd	California to Texas	SS1 oil	
	33rd	California to Texas	SS1 oil	
	Ave F	23th to 26th	SS1 oil	
	Colorado	28th St to 30th	SS1 oil	
	Falco	Highway 3 to Avenue I	SS1 oil	
	Galveston Ave	30th to 34th	SS1 oil	
	Georgia	FM517 to Dead End	SS1 oil	
	Houston	30th to 31st	SS1 oil	
	Park	Galveston to Texas	SS1 oil	
	Pecan	Highway 3 to Avenue G	SS1 oil	
	Salvato	Highway 3 to Hill	SS1 oil	
	Texas	29th to 38th	SS1 oil	

## Public Works Monthly Report

JANUARY 2020

Signs	Location	Date(s)	Number	Type of Sign	Comments:
	Georgia	1/8/2020	1	STOP Sign	
	Deats	1/15/2020	1	Weight Limit	
	Hilton	1/15/2020	1	Dead End	
	Hilton	1/15/2020	1	STOP Sign	
	Owens	1/21/2020	1	Speed Limit	
	Jamestown	1/30/2020	1	Street Sign	
	Williamsburg	1/15/2020	1	Street Sign	
	Colonial	1/15/2020	1	Street Sign	
	Sunset and Timber	1/16/2020	2	Street Signs	
	Sunset and Frostwood	1/16/2020	2	Street Signs	
	Rosewood	1/30/2020	2	Street Signs	

Drainage Activities	Location	Date(s)			Comments:
	Mariners Mooring	1/8/2020			Pump malfunction
	Mariners Mooring	1/20/2020			Pump malfunction
	Shady Oak	1/30/2020			Culvert Collaspe

Erosion Control Inspections	Location	Date(s)	Passed		Comments:
	1420 Bess Road	1/27/2020	YES		
	1803 Cranston Grove Drive	1/31/2020	YES		Passed 02/03/2020
	1807 Cranston Grove Drive	1/31/2020	YES		Passed 02/03/2020
	1808 Cranston Grove Drive	1/31/2020	YES		Passed 02/03/2020
	2401 Sunset Dr.	1/31/2020	YES		Passed 02/03/2020

Culverts Pending	Location	Date(s)			Comments:
	2921 Ave H				pending

Culverts Installations	Location	Date(s)			Comments:
	4806 44th St	1/8/2020			

Mowing	Location	Date(s)			Comments:
	Night Shade	1/15/2020			
	29th	1/15/2020			

# Public Works Monthly Report

JANUARY 2020

Street Sweeping				Comments:
	Deats Rd Hill to Highway 3	Berryfield	Blueberry	
	Cottonwood	Friar Hollow	Cranberry	
	Mariners Mooring	Misty Cove	Elderberry	
	Thistle	Wood Sorrel	Raspberry	
	Winding Brook		Strawberry	

Tree/Limb Removal	Location	Date(s)			Comments:
	Country Club	1/10/2020			
	Manor Lane	1/10/2020			
	Galveston	1/15/2020			
	Park	1/15/2020			
	Camp Allen	1/22/2020			
	Shady Oak	1/28/2020			

Misc. Tasks				Comments:
Vehicle & Equipment Maintenance: Doosan; Brush Hog; Stree Sweeper; Caterpillar Bulldozer; multiple City vehicles 6 Vehicles inspections / renewals Illinois and Dakota - Illegal dumped items removed from ditch				

# **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 28, 2020**

The Dickinson City Council met in a duly called and announced **REGULAR MEETING** on **Tuesday, January 28, 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 Pro-Tem Suderman 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 Pro-Tem Charles Suderman, and Council Members Sean Skipworth, Walter Wilson, Wally Deats, and Louis Decker. Mayor Julie Masters and Council Member William H. King, III were absent. Also present were City Attorney David Olson, Finance Director Kristen Woolley, Court Administrator Irma Rivera, Police Captain Jay Jaekel, Assistant to the City Administrator Kerilyn Bascle, and Assistant to the Director of Public Works Andrew Crawford. City Administrator Chris Heard was absent.

**ITEM 2.) INVOCATION**

Mayor Pro-Tem Suderman 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.
- Mayor Masters is ill with influenza, and Council Member King is currently in the hospital. Best wishes to both for a quick recovery.
- Thank you to Galveston County Water Control and Improvement District No. 1 for working so hard on the new solid waste collection agreement. Residents will soon be able to pay for solid waste collection through their water bills. Recycling will also be offered, but only as an opt-in service.

- The City currently has some major construction projects underway, and grant funds are still making their way to the City to fund even more.
- Council Member Skipworth complimented the City's Public Works department, saying that he has heard more compliments than complaints about the department this week.
- Thank you to Code Enforcement Officer Tammy Edmonds for professionally resolving an issue on Casa Grande Street recently.
- The City Administrator's Report looks great this month; thank you to Assistant to the City Administrator Kerilyn Bascle for creating the report.
- Appointments to boards and commissions is an agenda item today. Some of the appointments expired more than six months ago, and some of the boards and commissions lack descriptions on the City's website. There also appears to be two versions of the application form to serve on a board or commission.
- The City Charter amendment ordinance was delivered to Council this morning, which did not allow many members of Council the opportunity to fully read it.
- Staff performance evaluations should have taken place already, but they have not.
- Council Member Skipworth suggested that the City should consider hiring more consultants to get the work done that staff is not.
- There are some major contracts on tonight's agenda that did not come with agenda item data sheets, despite the request during the last meeting that such data sheets be included. Staff is asked to include the sheets in the future.
- There has been no update on the City's four major vacant staff positions, on the vacation rental ordinance, or the interlocal agreement with Dickinson Economic Development Corporation.
- Work on Oleander Street needs to be completed.
- The next Knights of Columbus fish fry will be on February 7, then weekly from February 28 through April 3.
- City Administrator Chris Heard failed to notify Council that he would not be attending tonight's meeting and failed to designate a member of staff to fill in during his absence. He needs to send Council proper notification of such absences.

B. Quarterly Investment Report & Financials for Period Ending December 31, 2019 (Finance Director Kristen Woolley).

Finance Director Kristen Woolley presented the report and addressed questions regarding reconciliations and budget amendments.

## ITEM 6.) REPORTS:

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

Council Member Decker said that the January 21, 2020 meeting of the Dickinson Bayou Watershed Partnership was unable to be held due to lack of a quorum. The next meeting is scheduled for February 18.

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

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

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

Interim Director of Public Works Ron Sullivan was absent from the meeting, so this Item was not discussed.

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

City Administrator Chris Heard was absent from the meeting, so this Item was not discussed.

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

Dickinson Economic Development Corporation's Chief Executive Officer Scott Jones provided Council with updates, including the Corporation's search for new office space. In response to the concern expressed during Council Comments, he noted that DEDC had sent the City a draft of the proposed interlocal agreement a few weeks ago but that he had received no response. DEDC has also decided to hold off on a financial audit until the City's audit is conducted in February.

## 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.**

John Dougan, 1009 Royal Oak Drive, Dickinson, Texas – Mr. Dougan hopes that the Charter amendments get considered today. He also said that streetlights need to be installed on Deats Road in front of the Public Works department. Lastly, Mr. Dougan commended the owners of Hollister

Apartments on Deats Road for doing such a good job in renovating their property.

Melissa Washington, Community Outreach Coordinator for Community Development and Revitalization (Disaster Recovery) at Texas General Land Office – Ms. Washington thanked Dickinson Economic Development Corporation’s Chief Executive Officer Scott Jones and the Dickinson Chamber of Commerce for supporting small businesses in Dickinson after Hurricane Harvey. She described a new “Texas Back in Business” grant program at the General Land Office, and encouraged businesses to apply.

Robert E. Bolen, 614 Renaldo Street, Dickinson, Texas – The asphalt on Renaldo Street is deteriorating and is being patched by City crews about every sixty days. Mr. Bolen believes that such frequent patching of a poor-quality street is tantamount to throwing money away. Renaldo Street also has problems with people parking vehicles on the street. Recently, both a school bus and an ambulance have been unable to drive down the street due to the presence of vehicles parked on both sides and blocking the lane of traffic. Mr. Bolen also noted that the drainage ditches along the street, which were recently dug out, were made far too deep.

Greg Smith, 717 Renaldo Street, Dickinson, Texas – Mr. Smith agreed with Mr. Bolen’s comment that the drainage ditches are now too deep. The street now suffers from standing water, algae, and water-loving weeds growing in the ditches. He believes that the culverts near Donald’s Donuts are too small. Although City staff are courteous and helpful, they have created a drainage issue on the street that did not exist before. Mr. Smith encouraged members of Council to drive through the subdivision and hold the company performing the work accountable for its errors. Council Member Deats said that he has expressed many of these concerns to the City Administrator, as the same issues are now present on Rau Drive. The drainage ditches, Council Member Deats said, are now worse than when the work began.

Shannon DeMeritt, 3802 Rau Drive, Dickinson, Texas – Lucas Construction Company broke the water line and sprinklers at 3802 Rau Drive, then just covered the damage with dirt and drove away. A message left for Interim Director of Public Works Ron Sullivan was never returned, and now it is unclear when or if the damage will ever be repaired.

**ITEM 8.) CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION:**

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

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

- A. Approval of the Minutes of the Regular Council Meeting of January 14, 2020.
- B. Resolution Number 1811-2020 – **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.**
- D. Resolution Number 1813-2020 – **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.**

Council Member Wilson made a motion to approve Items 8A, 8B, and 8D, and Council Member Skipworth seconded the motion. There being no discussion, Mayor Pro-Tem Suderman called for the vote.

**VOTE:**

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

0 NAYS

**MOTION PASSED**

- 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.**

City Administrator Chris Heard was not present to answer Council's questions concerning the proposed fees, so Council Member Deats made a motion to table Item 8C. Council Member Decker seconded the motion. There being no further discussion, Mayor Pro-Tem Suderman called for the vote.

**VOTE:**

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

0 NAYS

**MOTION PASSED**

- ITEM 9.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number 1814-2020 – **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.**

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

**VOTE:**

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

0 NAYS

**MOTION PASSED**

- ITEM 10.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number 1815-2020 – **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.**

Council Member Deats made a motion to approve the Resolution, and Council Member Wilson seconded the motion. Council Member Decker said that holding the Special Election at the same time as the General Election will save the City approximately \$15,000. There being no further discussion, Mayor Pro-Tem Suderman called for the vote.

**VOTE:**

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

0 NAYS

**MOTION PASSED**

- ITEM 11.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number 1816-2020 – **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.**

Council Member Wilson made a motion to approve the Resolution, and Council Member Decker seconded the motion. Council Member Skipworth said that, while he has no problem with the Resolution in principle, he wished that the City Administrator or the Public Works Director was present at the meeting to answer questions about it.

Council Member Deats asked what the Resolution was for. Greg Wine, Senior Vice President of Huitt-Zollars, Inc., said that in a previous City Council meeting, Huitt-Zollars, Inc. had presented Council with three proposed main drainage projects: Pin Oak Drainage, Gum Bayou Tributary, and Nicholstone Detention Area. This agreement, Mr. Wine explained, would be for the first two projects. The third project is shovel-ready but is unfunded. Travis Sellers, Senior Vice President at IDS Engineering added that, per Patrick Wiltshire at Public Management Inc., the projects must be completed by October, 2021. There being no further discussion, Mayor Pro-Tem Suderman called for the vote.

**VOTE:**

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

0 NAYS

**MOTION PASSED**

**ITEM 12.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Resolution Number 1817-2020 – 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.**

Council Member Wilson made a motion to approve the Resolution, and Council Member Decker seconded the motion. City Secretary Alun Thomas gave background information on the Resolution. There being no further discussion, Mayor Pro-Tem Suderman 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 1818-2020 – **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.**

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

**VOTE:**

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

0 NAYS

**MOTION PASSED**

**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.**

Council Member Deats made a motion to approve the first reading of the Ordinance, and Mayor Pro-Tem Suderman seconded the motion. Council Member Skipworth had questions regarding the organization of the proposed amendments but said that he had not had enough time to fully review the Ordinance. He would prefer that people have a chance to speak and that Council table the first reading until all members of Council were present at a meeting. Council Member Decker said that it would be hard for him to vote for the Ordinance as it currently reads.

Council had a lengthy discussion concerning the importance of the Ordinance, with some members expressing the desire to pass the first reading now, and others saying that such an important matter should not be rushed. Council Member Deats said that the Council needed to trust the voters to make informed, intelligent decisions, and encouraged Council to approve placing all of the proposed amendments on the ballot for consideration. Mayor Pro-Tem Suderman said that he was confident in the

Charter Review Commission's work, especially since one of its members is a former City of Dickinson City Administrator. The Charter, he added, is not an unchangeable document, and can be amended as needed upon approval of the voters. Council Member Decker expressed his opposition to the proposed amendment to provide for financial compensation to members of Council.

Council Member Skipworth made a motion to table the Item, and asserted that he was allowed to make this motion even with a different motion already on the floor. He said that, as a political science professor, he well understands how the process should work. He encouraged other members of Council to schedule a special meeting so that Council could further discuss the Ordinance. Council Member Deats countered that the information has been publicly-available on the City's website for two weeks already and that the current meeting already provides a forum for discussion. Council Member Decker then seconded the motion to table. There being no further discussion, Mayor Pro-Tem Suderman called for the vote on the motion to table.

**VOTE:**

2 AYES (Skipworth, Wilson)

3 NAYS (Suderman, Deats, Decker)

**MOTION FAILED**

Next, Mayor Pro-Tem Suderman called for the vote on the motion to pass the first reading of the Ordinance.

**VOTE:**

2 AYES (Suderman, Deats)

3 NAYS (Skipworth, Wilson, Decker)

**MOTION FAILED**

Council scheduled a special meeting for reconsideration of the Ordinance, to be held on Tuesday, February 4, 2020 at 6:00 p.m.

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

Council discussed the appointment process. Council Member Wilson said that the City will have at least two new members of Council in May, and that at least one of the applications was from someone who did not live in Dickinson. Council Member Wilson then made a motion to table the Item until after the election, and Council Member Skipworth seconded the motion. Mayor Pro-Tem Suderman said that City Administrator Chris Heard, who is also a board member of Dickinson Economic Development Corporation ("DEDC"), had not attended at least the last eight or nine meetings of DEDC, but he believes that the incoming Council should be

allowed to make its own appointments. There being no further discussion, Mayor Pro-Tem Suderman called for the vote.

**VOTE:**

1 AYES (Suderman, Skipworth, Wilson, Decker)

1 NAY (Deats)

**MOTION PASSED**

Council Member Skipworth made a motion to have the City Secretary contact each applicant for a board or commission and ask that they submit their application on the new version of the application form. Council Member Decker seconded the motion. City Secretary Alun Thomas clarified Council's direction. There being no further discussion, Mayor Pro-Tem Suderman 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.
- B. Section 551.072 – Deliberation Regarding Real Property – Discussion Regarding the Purchase, Exchange, Lease or Value of Real Property.

Mayor Pro-Tem Suderman recessed the regular meeting at 8:43 p.m.

**ITEM 17.) RECONVENE**

Mayor Pro-Tem Suderman reconvened the regular meeting at 9:00 p.m.

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

None.

**ITEM 19.) ADJOURN**

Council Member Deats made a motion to adjourn the meeting at 9:01 p.m., and Council Member Skipworth seconded the motion. There being no discussion, Mayor Pro-Tem Suderman called for the vote.

**VOTE:**

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

0 NAYS

**MOTION PASSED**

**PASSED, APPROVED AND ADOPTED** this the 11th day of February, 2020.

\_\_\_\_\_  
Julie Masters, Mayor

**ATTEST:**

\_\_\_\_\_  
Alun W. Thomas, City Secretary

# ITEM 8B

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

**MINUTES**  
City of Dickinson  
**CITY COUNCIL**  
**SPECIAL MEETING**

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

**February 4, 2020**

The Dickinson City Council met in a duly called and announced **SPECIAL MEETING** on **Tuesday, February 4, 2020**, at **6:00 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 6:04 p.m. Court Clerk Laurie Tollett 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 David Olson and City Administrator Chris Heard.

**ITEM 2.) 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.**

Council discussed the proposed Charter amendments, with members drawing attention to the amendments that they each felt needed to be changed or removed. Following a brief discussion about some minor typographical errors that needed to be corrected, each member of Council shared their thoughts about the proposed Charter amendments.

Council Member Skipworth questioned why the term limits began counting from the year 2013. Charter Review Commission Chairman Ivan Langford addressed the question, noting that the date was chosen so as to allow for the possible reelection of current members of Council this year. Council discussed the issue, with some members of Council in favor of term limits, and others opposed.

Council Member Deats made a motion to approve the placement all proposed Amendments, as presented, on the Special Election ballot. City Attorney David Olson recommended that, in lieu of one motion, Council

should consider going through each proposed Amendment one at a time, and no Council Member seconded the motion.

**MOTION FAILED**

Chris Tucker, 2304 Hughes Road, Dickinson, Texas – Mr. Tucker addressed Council regarding proposed additional Charter provisions regarding development, and expressed his concerns with street drainage infrastructure in the city.

Council then considered each proposed amendment one at a time. The Council’s discussion on those proposed amendments is below:

Proposition A: Council Member Deats made a motion to approve the placement of the proposed Amendment, as presented, on the Special Election ballot, and Council Member Suderman seconded the motion. Council Member Wilson expressed his opposition in the change of the form of government, saying that having a City Manager would diminish the powers of the City Council. There being no further discussion, Mayor Masters called for the vote.

**VOTE:**

3 AYES (Suderman, Skipworth, Deats)

2 NAYS (Wilson, Decker)

**MOTION PASSED**

Proposition B: Council Member Deats made a motion to approve the placement of the proposed Amendment, as presented, on the Special Election ballot, and Council Member Skipworth seconded the motion. There being no discussion, Mayor Masters called for the vote.

**VOTE:**

4 AYES (Suderman, Skipworth, Wilson, Deats)

1 NAY (Decker)

**MOTION PASSED**

Proposition C: Council Member Deats made a motion to approve the placement of the proposed Amendment, as presented, on the Special Election ballot, and Council Member Suderman seconded the motion. There being no discussion, Mayor Masters called for the vote.

**VOTE:**

2 AYES (Skipworth, Wilson)

3 NAYS (Suderman, Deats, Decker)

**MOTION FAILED**

Proposition D: Council Member Deats made a motion to approve the placement of the proposed Amendment, as presented, on the Special Election ballot, 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**

Proposition E: Council Member Deats made a motion to approve the placement of the proposed Amendment, as presented, on the Special Election ballot, and Council Member Wilson seconded the motion. There being no discussion, Mayor Masters called for the vote.

**VOTE:**

2 AYES (Wilson, Deats)

3 NAYS (Suderman, Skipworth, Decker)

**MOTION FAILED**

Proposition F: Council Member Deats made a motion to approve the placement of the proposed Amendment, as presented, on the Special Election ballot, and Council Member Skipworth seconded the motion. There being no discussion, Mayor Masters called for the vote.

**VOTE:**

4 AYES (Suderman, Skipworth, Wilson, Deats)

1 NAY (Decker)

**MOTION PASSED**

Proposition G: Council Member Deats made a motion to approve the placement of the proposed Amendment, as presented, on the Special Election ballot, and no Council Member seconded the motion.

**MOTION FAILED**

Proposition H: Council Member Wilson made a motion to approve the placement of the proposed Amendment, as presented, on the Special Election ballot, 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**

Proposition I: Council Member Wilson made a motion to approve the placement of the proposed Amendment, as presented, on the Special Election ballot, 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**

Proposition J: Council Member Wilson made a motion to approve the placement of the proposed Amendment, as presented, on the Special Election ballot, 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**

Proposition K: Council Member Deats made a motion to approve the placement of the proposed Amendment, as presented, on the Special Election ballot, 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**

Proposition L: Council Member Deats made a motion to approve the placement of the proposed Amendment, as presented, on the Special Election ballot, 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**

Proposition M: Council Member Skipworth asked that the Proposition be amended to allow for ten years between Charter Review Commission reviews rather than five. City Attorney David Olson addressed the questions of Council and provided his legal interpretation of the proposed Amendment. Council Member Wilson made a motion to approve the placement of the proposed Amendment, with the suggested change to ten years, on the Special Election ballot, 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**

Proposition N: Council Member Deats made a motion to approve the placement of the proposed Amendment, as presented, on the Special Election ballot, 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**

Proposition O: Council Member Deats made a motion to approve the placement of the proposed Amendment, as presented, on the Special Election ballot, 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**

Proposition P: Council Member Wilson made a motion to approve the placement of the proposed Amendment, as presented, on the Special Election ballot, 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**

Proposition Q: Council Member Wilson made a motion to approve the placement of the proposed Amendment, as presented, on the Special Election ballot, 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**

Proposition R: This Proposition was removed from consideration.

Proposition S: Council Member Skipworth made a motion to approve the placement of an additional proposed Amendment on the Special Election ballot. The proposed Amendment would move future City of Dickinson municipal officer elections to the November Uniform Election Date. City Attorney David Olson will look into the feasibility of changing the election date. Council Member Deats seconded the motion. There being no further discussion, Mayor Masters called for the vote.

**VOTE:**

4 AYES (Suderman, Skipworth, Wilson, Deats)

1 NAY (Decker)

**MOTION PASSED**

Proposition T: Council Member Skipworth made a motion to approve the placement of an additional proposed Amendment on the Special Election ballot. The proposed Amendment would limit former members of Council from being employed by the City for at least ten years following the expiration of their last term of office. Council Member Deats seconded the motion. There being no discussion, Mayor Masters called for the vote.

**VOTE:**

4 AYES (Suderman, Skipworth, Deats, Decker)

1 NAY (Wilson)

**MOTION PASSED**

Proposition U: Council Member Skipworth made a motion to approve the placement of an additional proposed Amendment on the Special Election ballot. The proposed Amendment would prohibit active City employees from serving as voting members on City board or commissions. 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 3.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Resolution Number 1812-2020 – **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**

Council Member Deats made a motion to approve the Resolution, and Council Member Suderman 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 4.) PUBLIC COMMENT**

None.

**ITEM 5.) ADJOURN**

Council Member Suderman made a motion to adjourn the meeting at 7:32 p.m., 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**

**PASSED, APPROVED AND ADOPTED** this the 11th day of February, 2020.

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Julie Masters, Mayor

**ATTEST:**

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Alun W. Thomas, City Secretary

# ITEM 8C

**Dickinson City Council  
Agenda Item Data Sheet**

**MEETING DATE**            February 11, 2020

<b>TOPIC</b>	<p><b>Resolution Number XXX-2020</b></p> <p><b>A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE AERIAL SPRAYING FOR THE ABATEMENT OF MOSQUITOES OVER THE CITY OF DICKINSON BY THE GALVESTON COUNTY MOSQUITO CONTROL DISTRICT AND PROVISIONS RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE.</b></p>
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<b>BACKGROUND</b>	<p>This is an annual resolution that gives permission to Galveston County Mosquito Control District for the aerial spraying of mosquitoes over and within the City of Dickinson.</p>
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<b>RECOMMENDATION</b>	<p>Staff recommends approval of the Resolution.</p>
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<b>ATTACHMENTS</b>	<ul style="list-style-type: none"> <li>• Resolution Number XXX-2020</li> <li>• Letter from Galveston County Mosquito Control District</li> </ul>
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<b>FUNDING ISSUES:</b>	<p><input checked="" type="checkbox"/> Not applicable – no dollars are being spent or received.</p> <p><input type="checkbox"/> Full amount already budgeted in Acct/Project# _____</p> <p><input type="checkbox"/> Not budgeted.</p>
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<b>FINANCE VERIFICATION OF FUNDING:</b>	<p> </p>
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<b>SUBMITTING STAFF MEMBER</b>	<b>CITY ADMINISTRATOR APPROVAL</b>
Alun W. Thomas, City Secretary	

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

**RESOLUTION NUMBER XXX-2020**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE AERIAL SPRAYING FOR THE ABATEMENT OF MOSQUITOES OVER AND WITHIN THE CITY OF DICKINSON BY THE GALVESTON COUNTY MOSQUITO CONTROL DISTRICT AND PROVISIONS RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Galveston County Mosquito Control District is responsible for the operation of the county-wide Mosquito Control Program; and

**WHEREAS**, the Federal Aviation Administration has indicated that governmental approval is necessary in order for Galveston County Mosquito Control District to provide the needed aerial spraying services over and within any local governments; and

**WHEREAS**, the City Council is of the opinion that aerial spraying for the abatement of mosquitoes over and within the City of Dickinson by the Galveston County Mosquito Control District is in the best interest of the citizens and should be approved provided that such spraying is conducted within the regulations and constraints of the Federal Aviation Administration, the Environmental Protection Agency, and other authoritative federal and state agencies.

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

Section 1. The City Council hereby approves the aerial spraying for the abatement of mosquitoes over and within the City of Dickinson provided such spraying is conducted within the regulations and constraints of the Federal Aviation Administration, the Environmental Protection Agency and other authoritative federal and state agencies.

Section 2. This Resolution shall become effective immediately upon its passage.

**DULY PASSED, APPROVED AND ADOPTED** this the 11th day of February, 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

**DIVIDER PAGE**



**GALVESTON COUNTY MOSQUITO CONTROL DISTRICT**

5115 HWY 3  
DICKINSON, TEXAS 77539

**JOHN G. MARSHALL, JR**  
**DIRECTOR**  
281-337-4289

**ADVISORY BOARD**  
Jerry Valentine, Chairman  
James Frederickson, Vice Chairman  
Barbara Hutchinson, Secretary  
Leo Bookman  
Keith A. Dill

January 13, 2020

Alun Thomas, City Secretary  
City of Dickinson  
4403 Highway 3  
Dickinson, TX 77539

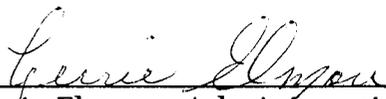
Dear Mr. Thomas:

As providers of the county funded Mosquito Control Program, we are requesting your approval of the enclosed resolution authorizing the aerial spraying for mosquitoes. The Federal Aviation Administration requires us to make a request on a yearly basis. This request does not imply any change in our operations.

I would appreciate it if you would send us a copy of the resolution after it has been approved. You may mail it to 5115 Hwy. 3, Dickinson, TX 77539 or fax it to (409)-621-7973 and you can also e-mail it to [gerrie.elmore@co.galveston.tx.us](mailto:gerrie.elmore@co.galveston.tx.us).

If you have any questions or concerns please do not hesitate to contact my office at (281) 337-4289.

Sincerely,

  
\_\_\_\_\_  
Gerrie Elmore, Administrative Assistant  
Galveston County Mosquito Control

Enclosure

# ITEM 8D

**Dickinson City Council  
Agenda Item Data Sheet**

**MEETING DATE**            February 11, 2020

<b>TOPIC</b>	<p><b>Resolution Number XXX-2020</b></p> <p><b>A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF DICKINSON, TEXAS (CITY), DICKINSON INDEPENDENT SCHOOL DISTRICT (“DISD”), AND GALVESTON COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 (“WCID#1”) FOR A JOINT ELECTION FOR THE MAY 2, 2020, GENERAL ELECTION; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.</b></p>
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<b>BACKGROUND</b>	<p>Dickinson Independent School District (“DISD”) is required by Section 11.0581 of the Education Code to conduct an election for officers jointly with a city within the boundaries of DISD. Additionally, Galveston County WCID #1 is also having an election in May and wishes to conduct their election jointly with the City and DISD. This agenda item would adopt a Joint Election Agreement between the City of Dickinson, Galveston County Water Control &amp; Improvement District No. 1 (WCID#1) and Dickinson Independent School District (“DISD”) to hold a joint election for the May 2, 2020, General Election.</p>
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<b>RECOMMENDATION</b>	Staff recommends approval of the Resolution.
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<b>ATTACHMENTS</b>	<ul style="list-style-type: none"> <li>• Resolution Number XXX-2020</li> </ul>
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<b>FUNDING ISSUES:</b>	<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.
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<b>FINANCE VERIFICATION OF FUNDING:</b>	
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<b>SUBMITTING STAFF MEMBER</b>	<b>CITY ADMINISTRATOR APPROVAL</b>
Alun W. Thomas, City Secretary	

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

**RESOLUTION NUMBER XXX-2020**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF DICKINSON, TEXAS (“CITY”), DICKINSON INDEPENDENT SCHOOL DISTRICT (“DISD”), AND GALVESTON COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 (“WCID#1”) FOR A JOINT ELECTION FOR THE MAY 2, 2020, GENERAL ELECTION; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Section 11.0581 of the Education Code, independent school districts are required to conduct their general election for trustees jointly with a city within the ISD boundaries; and

**WHEREAS**, the City of Dickinson, Dickinson Independent School District, and Galveston County Water Control and Improvement District No. 1 desire to enter into an agreement to conduct a joint election for the May 2, 2020 election, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

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

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

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

Section 3. The Mayor is hereby authorized to execute the Agreement and empowered, for and on behalf of the City, to take all such actions and to execute, verify, acknowledge, certify to, file and deliver all such instruments and documents required in the Agreement as shall in the judgment of the Mayor 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, ADOPTED AND APPROVED** on this the \_\_\_\_ day of \_\_\_\_\_, 2020.

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Julie Masters, Mayor  
City of Dickinson, Texas

ATTEST:

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

APPROVED AS TO FORM AND CONTENT:

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

**EXHIBIT “A”**

**TO**

**RESOLUTION XXX-2020**

**AGREEMENT FOR JOINT ELECTION  
BETWEEN  
DICKINSON INDEPENDENT SCHOOL DISTRICT, GALVESTON COUNTY WATER  
CONTROL AND IMPROVEMENT DISTRICT NO. 1  
AND  
CITY OF DICKINSON**

**FOR THE MAY 2, 2020 JOINT ELECTION**

This contract is entered into between Dickinson Independent School District (hereinafter referred to as "DISD"), Galveston County Water Control and Improvement District No. 1 (hereinafter referred to as "WCID#1"), and City of Dickinson (hereinafter referred to as "City") and hereinafter referred to jointly as "Entities" and separately as "Entity." The Entities have determined that it is in the public interest of the voters of the Entities that the following contract be made and entered into to secure a Joint Election Agreement for the General and Special Election to be conducted on May 2, 2020 (hereinafter referred to as "Agreement"). This Agreement is being entered into to comply with House Bill 1. Both parties do hereby agree as follows:

- I. The Entities shall share a polling place for Early Voting to be conducted from Monday, April 20th through Friday, April 24th, 2020, from 8 a.m. to 5 p.m. and also on Monday, April 27th and Tuesday, April 28th, 2020, from 7 a.m. to 7 p.m. The polls will be open on Election Day, Saturday, May 2, 2020, from 7 a.m. to 7 p.m. The location of the polling place for Early Voting will be:

Dickinson Community Center  
2714 Hwy 3  
Dickinson, Texas 77539

Election Day voting will be:

Dickinson City Hall Building  
4403 Highway 3  
Dickinson, TX 77539

- A. The City, DISD, and WCID#1 agree to contract with the County of Galveston Election Division for both the Early Voting and Election Day voting, using County election judges and County election clerks and County Election equipment and supplies.
- B. The City, DISD, and WCID#1 agree to share the costs proportionately for the County Election Division to conduct this Joint Election.

- C. Each Entity will individually review all materials submitted to it by Galveston County and respond to all requests for approval of information in a timely manner.
- D. Each Entity will be responsible for Department of Justice pre-clearance for approval of the voting location as required.
- E. Each entity will be responsible to appoint an Early Voting Clerk and for appointment of an Early Voting Ballot Board.

II. General Provisions

- A. This Agreement becomes effective upon its execution by all participating entities.
- B. In connection with the performance of this Agreement, neither the City, DISD, nor WCID#1 shall be liable to third parties for any default of the other Entity in connection with the holding of the joint election, including the failure of such Entity to pay any expenses hereunder.
- C. 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.
- D. In case any 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 as 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.
- E. No amendment, modification, or alteration of the items hereof shall be binding unless the same is in writing, dated subsequent to the date of this Agreement and duly executed by the parties hereof.

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 2020

**Dickinson Independent School District**

\_\_\_\_\_  
President, Board of Trustees  
Dickinson Independent School District

Attest:

\_\_\_\_\_  
Secretary, Board of Trustees  
Dickinson Independent School District

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 2020

**Galveston County Water Control and Improvement District No. 1**

\_\_\_\_\_  
Board President  
Galveston County Water Control and Improvement  
District No. 1

Attest:

\_\_\_\_\_  
Board Secretary  
Galveston County Water Control and Improvement  
District No. 1

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 2020

**City of Dickinson, Texas**

\_\_\_\_\_  
Julie Masters, Mayor  
City of Dickinson, Texas

Attest:

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

# ITEM 9

**Dickinson City Council  
Agenda Item Data Sheet**

**MEETING DATE:** February 11, 2020

<b>TOPIC:</b>	<b>Approval of Professional Services Agreement with Huitt-Zollars for Library Improvements</b>
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<b>BACKGROUND:</b>	<p>The City has had geotechnical studies performed to investigate the movement of the library's structural foundation. The City would like to have Huitt-Zollars review the reports and documents provided by the City and prepare construction documents to address the continuing movement of the building's foundation. The City would like the work to be performed from outside the building.</p> <p>In addition, the City would like Huitt-Zollars to perform a topographical survey and develop construction documents to address the ponding of water around the library.</p> <p>Finally, the City would like for Huitt-Zollars to provide the architectural services and fees required to address the interior damage done by the movement of the foundation; however, this work would be performed as Additional Services. The City may elect to use their in-house personnel to address the interior damages.</p> <ul style="list-style-type: none"> <li>• Basic Services Fee: \$58,000 which includes preliminary design phase, final design phase, bidding phase, construction phase, and surveying services.</li> <li>• Additional Services Fee: \$27,000 which includes architectural services to address interior damages</li> <li>•</li> </ul> <p>Schedule: 90 calendar days from receipt of notice to proceed</p>
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<b>RECOMMENDATION:</b>	Approval of proposal for professional architectural and engineering services
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<b>ATTACHMENTS:</b>	<ul style="list-style-type: none"> <li>• Resolution No. XXX-2020</li> <li>• Proposal</li> </ul>
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<b>FUNDING ISSUES:</b>	<input 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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<b>FINANCE VERIFICATION OF FUNDING:</b>	N/A
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<b>SUBMITTING STAFF MEMBER:</b> Kerilyn Bascle, Asst. to City Admin.	<b>CITY ADMINISTRATOR APPROVAL:</b>
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<b>ACTIONS TAKEN</b>		
APPROVAL	READINGS PASSED	OTHER
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup>	

**RESOLUTION NUMBER XXX-2020**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HUITT-ZOLLARS, INC. FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE DESIGN, BIDDING AND CONSTRUCTION ADMINISTRATION ASSOCIATED WITH IMPROVEMENTS TO THE CITY OF DICKINSON PUBLIC LIBRARY; AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE AN AGREEMENT FOR SUCH SERVICES; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Dickinson has determined that it is in the best interests of the City of Dickinson and its citizens to review and address the Library building's issues including the building foundation and ponding of water around the Library, as well as the possibility of addressing the interior damage done by the movement of the foundation; and

**WHEREAS**, City of Dickinson has been presented with a proposal from Huitt-Zollars, Inc. for the provision of professional services agreement to provide architectural and engineering services for the City of Dickinson Library Improvements (hereinafter, "Proposal"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

**WHEREAS**, the estimated fee for basic services for design, bidding, construction and topographic surveying to assess foundation damage and water ponding is \$58,000; and

**WHEREAS**, the estimated fee for additional architectural services to address interior damages caused by foundation issues is \$27,000; however, the City may choose to use their in-house personnel to address the interior damages; and

**WHEREAS**, the anticipated completion of the final design phase services is within ninety (90) calendar days from receipt of notice to proceed; and

**WHEREAS**, upon full review and consideration of the Proposal and all matters attendant and related thereto, the City Council is of the opinion that the Proposal should be approved and that the City Administrator should be authorized to execute a Professional Services Agreement ("Agreement") with Huitt-Zollars, Inc. and any and all documents necessary to effectuate such Agreement on behalf of the City of Dickinson.

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

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

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

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

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

**DULY PASSED AND APPROVED** on this the 11th day of February 2020.

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Julie Masters, Mayor  
City of Dickinson, Texas

ATTEST:

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

APPROVED AS TO FORM AND CONTENT:

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

**EXHIBIT “A”**

**TO**

**RESOLUTION XXX-2020**

February 4, 2020

Mr. Ray Stutzman  
Facilities Manager  
City of Dickinson  
4403 Highway 3  
Dickinson, Texas 77539

Reference: City of Dickinson Library Improvements

Subject: Proposal for Professional Services

Dear Mr. Stutzman,

Huitt-Zollars, Inc. (Huitt-Zollars) appreciates the opportunity to provide this proposal for professional architectural and engineering services to the City of Dickinson (City) for the design, bidding and construction administration associated with improvements to the City's Library at 4411 Highway 3 in Dickinson, Texas (Project). Our proposal is based upon the following scope of services, compensation, schedule and terms and conditions.

## **PROJECT UNDERSTANDING:**

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The City has had geotechnical studies performed to investigate the movement of the library's structural foundation. The City intends to have Huitt-Zollars review the reports and documents provided by the City and prepare construction documents to address the continuing movement of the building's foundation. The City would like the work to be performed from outside the building. In addition, the City would like Huitt-Zollars to perform a survey and develop construction documents to address the ponding of water around the library. Finally, the City would like for Huitt-Zollars to provide the architectural services and fees required to address the interior damage done by the movement of the foundation. This work would be performed as Additional Services. However, the City may elect to use their in-house personnel to address the interior damages.

## **SCOPE OF SERVICES:**

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### 1.0 Basic Services:

#### 1.1 Design Phase

- 1.1.1 Conduct a site visit with as-built drawings provided by the City to determine causes of foundation movement.
- 1.1.2 Prepare a topographic survey of the ponding areas around the library.
- 1.1.3 Preliminary Design - Huitt-Zollars shall prepare and submit Preliminary Design Documents to the City consisting of:
  - a. Site Plan depicting proposed drainage improvements
  - b. Proposed structural improvements to address foundation movement
  - c. Table of contents for Project Manual and Technical Specifications
  - d. Probable Construction Cost
  - e. Participate in Design Review conference to address City's comments
- 1.1.4 Final Design - Based on City-approved Preliminary Design Documents, Huitt-Zollars shall prepare and submit to the City final bid ready signed and sealed design documents consisting of:
  - a. Site Civil Plans

- b. Structural Foundation Plans
- c. Project Manual with technical specifications.
- d. Prepare an updated statement of probable construction cost.

1.2 Bidding Phase - After acceptance by the City of the 100% Final Bid Ready Design Documents and the most recent opinion of probable Construction Cost, Huitt-Zollars shall:

- 1.2.1 Assist the City with distribution of bidding documents through CivCast.
- 1.2.2 Attend pre-bid meeting.
- 1.2.3 Issue Addenda as appropriate to clarify the bidding documents.
- 1.2.4 Attend the bid opening, prepare the bid tabulation and prepare a recommendation of contract award letter.
- 1.2.5 Assist the City in assembling the contracts for construction of the Project.

1.3 Construction Phase - Upon successful completion of the Proposal Phase, Huitt-Zollars shall:

- 1.3.1 Conduct Pre-Construction Conference.
- 1.3.2 Huitt-Zollars shall review Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit. Huitt-Zollars' review is for the limited purpose of checking for general conformance with design concepts and the information shown in the Contract Documents. Huitt-Zollars' review shall not include a review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. Huitt-Zollars' review shall be conducted with reasonable promptness while allowing sufficient time in Huitt-Zollars' judgment to permit adequate review. Review of a specific item shall not indicate that Huitt-Zollars has reviewed the entire assembly of which the item is a component. Huitt-Zollars shall not be responsible for any deviation from the Contract Documents not brought to the attention of Huitt-Zollars by the Contractor. Huitt-Zollars shall not be required to review partial submissions or those for which submissions of correlated items have not been received.
- 1.3.3 Make periodic observations of the work in progress (as distinguished from providing a full-time Project Representative) and provide appropriate reports to the City.
- 1.3.4 Respond to Requests for Information (RFIs) from the Construction Contractor.
- 1.3.5 Provide consultation and advice to the City during construction.
- 1.3.6 Make a Substantial Completion Inspection and a Final inspection of the completed Project with the City.
- 1.3.7 Prepare Record Drawings. Record Drawings shall be based upon the marked-up "as-built" drawings, addenda, change orders and other data furnished by the Construction Contractor.

1.4 Topographic Surveying Services - Huitt-Zollars will prepare a topographic survey for use during design of the Project. Services shall include obtaining elevations and locations of existing paving, improvements, driveways, natural ground, ditches, irregularities in the natural ground and other features within and adjoining the library. Utilities within and adjoining the site shall be located and tied based on visual evidence and available plans and maps. Flow line elevations and pipe sizes shall be obtained on storm sewer lines and culverts. The top and flow line elevations will be obtained on inlets, manholes, and drainage structures. Elevations shall be relative to the North American Vertical Datum of 1988 (NAVD 88).

2.0 Additional Services:

Because the effort required for some items of work varies considerably from project to project, and because some items of work are sometimes provided separately by the City, these items of work are not included in the basic services fees and are charged separately. Additional Services, mutually agreed upon and authorized separately by the City in writing, shall be completed on a lump sum or an hourly basis in accordance with the attached Hourly Rate Sheet. Such additional services may include:

- A. Architectural and Interior Design Services
- B. MEP Engineering Services
- C. Geotechnical and environmental services
- D. Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of Huitt-Zollars
- E. Fees associated with Agency Reviews, Plats, Recordation, Tax Certificates, Title Commitments, Private Utility Information, Permitting and/or Inspections
- F. Any other service not otherwise included in the Basic Services

3.0 City-Provided Services:

The City shall provide Huitt-Zollars with the following:

- A. Access to the Project Site
- B. As Built Drawings
- C. Reports

**COMPENSATION:**

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1.0 Our estimated fees for the Basic Services are as follows:

Preliminary Design Phase	\$ 18,280 (lump sum)
Final Design Phase	\$ 22,820 (lump sum)
Bidding Phase	\$ 2,200 (lump sum)
Construction Phase	\$ 6,800 (lump sum)
Surveying Services	\$ 7,900 (lump sum)
Total Basic Services	\$ 58,000 (lump sum)

2.0 Additional Services

Architectural Services to address Interior Damages	\$ 27,000 (lump sum)
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**SCHEDULE:**

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We anticipate completion of the Final Design Phase Services within ninety (90) calendar days from receipt of notice to proceed.

## **TERMS & CONDITIONS**

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

### **1. AUTHORIZATION FOR WORK TO PROCEED**

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

### **2. OPINION OF PROBABLE CONSTRUCTION COSTS**

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

### **3. STANDARD OF CARE**

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

### **4. TAXES**

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

### **5. BILLING AND PAYMENT**

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

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

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

In the event any invoice or portion thereof is disputed by City, City shall notify Huitt-Zollars within ten (10) calendar days of receipt of the bill in question, and City and Huitt-Zollars shall work together to resolve the matter within forty-five (45) days of its being called to Huitt-Zollars' attention. If resolution

of the matter is not attained within forty-five (45) calendar days, either party may terminate this Agreement.

**6. CONSEQUENTIAL DAMAGES**

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

**7. TERMINATION**

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

**8. ADDITIONAL SERVICES**

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

**9. GOVERNING LAW**

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

**10. HAZARDOUS MATERIALS--SUSPENSION OF SERVICES**

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

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

**11. CONSTRUCTION OBSERVATION**

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

Based on this general observation, Huitt-Zollars shall keep the City informed about the progress of the

Work and shall advise the City about observed deficiencies in the Work.

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

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

**12. JOBSITE SAFETY**

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

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

**13. RIGHT TO RELY ON CITY-PROVIDED INFORMATION**

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

**14. OWNERSHIP OF INSTRUMENTS OF SERVICE**

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

**15. SEVERABILITY**

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

**16. ASSIGNMENT**

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

**AUTHORIZATION:**

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

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



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

Enclosure

**Accepted and Approved for  
City of Dickinson**

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

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

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

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

# HUITT-ZOLLARS

## Houston

2020

### HOURLY RATE SHEET

#### Engineering/Architecture

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

#### Interior Design

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

#### Survey

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

#### Survey Crews

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

#### Construction

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

#### Administrative

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

#### Reimbursable Expenses

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

# ITEM 10

**Dickinson City Council  
Agenda Item Data Sheet**

**MEETING DATE:** February 11, 2020

<b>TOPIC:</b>	<b>Contract for Collection Services with Linebarger Goggan Blair &amp; Sampson LLP</b>
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<b>BACKGROUND:</b>	<p>Linebarger Goggan Blair &amp; Sampson has represented the City of Dickinson in the collection of delinquent property taxes since July 1, 2004 and in the collection of unpaid fines, fees, and court costs since June 28, 2004. With changes to Texas Government Code 2254.136 through HB 2826, a new contract is being brought to Council for consideration and approval.</p> <p>As of September 1, 2019, Texas Government Code 2254.136 requires that a governmental entity must provide a very specific <u>separate</u> notice of any meeting during which the governing body will consider entering into a contingent fee contract for legal services. This notice provision affects the proposed contract with the firm.</p> <p>In accordance with HB 2826, a separate meeting notice has been posted.</p>
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<b>RECOMMENDATION:</b>	Approval of contract for collection services.
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<b>ATTACHMENTS:</b>	<ul style="list-style-type: none"> <li>• Resolution No. XXX-2020</li> <li>• Cover Letter</li> <li>• Contract for Collection Services</li> </ul>
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<b>FUNDING ISSUES:</b>	<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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<b>FINANCE VERIFICATION OF FUNDING:</b>	N/A
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<b>SUBMITTING STAFF MEMBER:</b>	<b>CITY ADMINISTRATOR APPROVAL:</b>
Kristen Woolley, Finance Director	

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

**LINEBARGER GOGGAN BLAIR & SAMPSON, LLP**

ATTORNEYS AT LAW

OFFICE ADDRESS – 518 – 9<sup>TH</sup> AVENUE NORTH, TEXAS CITY, TEXAS 77590

MAILING ADDRESS - P. O. DRAWER 2789, TEXAS CITY, TEXAS 77592-2789

(409) 948-3401      ❖      FAX (409)945-9814

Mark E. Ciavaglia, Managing Partner  
Galveston County Office

mark.ciavaglia@lgbs.com  
Writer's Direct Line (713) 844-3548

December 4, 2019

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

*Via hand delivery – hardcopies and electronic copies*

***Re: Contract for Collection Services and Changes to Texas Law***

Dear Mr. Heard:

Our firm greatly appreciates the opportunity to continue working with the City of Dickinson, providing delinquent ad valorem tax and delinquent municipal court fee/fine collection services for the city. Enclosed please find a proposed contract for consideration by City Council.

Associated with this contract are several important actions that City Council and administration must undertake in accordance with HB 2826, a bill that was enacted by the Texas Legislature during its latest session. This bill amended the Texas Government Code and became effective September 1, 2019. As amended, the statute affects certain contingent fee contracts for legal services, including the proposed contract between the City of Dickinson and our firm.

It is critical to note, Texas Government Code §2254.110 provides that **failure to comply with the statutory notice and finding requirements will void the contract in its entirety**. In an effort to assist our clients in navigating the new requirements, we have compiled a summary of the required actions governmental entities must perform, as set forth below. The following actions must be undertaken in strict accordance with the statute.

- 1) **NOTICES** – Texas Government Code §2254.1036 requires that a governmental entity must provide a very specific separate notice of any meeting during which the governing body will consider entering into a contingent fee contract for legal services. This notice provision affects the proposed contract with our firm.

Enclosed please find a proposed notice form required for the contract governing delinquent ad valorem tax collections and municipal court fee/fine collections. This notice must be separate and apart from the normal agenda or notice posted for the City Council meeting. This notice must be posted in accordance with the Texas Open Meeting laws, as any other agenda or meeting notices of the governing body are posted.

Please note that while minor stylistic changes can be made to the notices to meet the specific form used by the City of Dickinson, the precise language of the notices has been carefully crafted to ensure conformity and compliance with the statute. Therefore, please contact me before any substantive changes are made to the notices.

- 2) **FINDINGS** – The statute also requires that approval of the contract is only effective if, as part of the deliberation and approval of the contract, City Council makes certain specific findings that are memorialized in writing. Enclosed please find a draft resolution containing the required findings.

This resolution should be posted as a separate action item on the City Council meeting agenda. In order to effectuate the contract, City Council must approve the resolution by motion and affirmative vote of a majority of members present. Once approved, the resolution containing the statutory findings must be signed by the Mayor and made part of the City Council's minutes.

As with the notices referenced above, the language included in this resolution is specific to the requirements of the statute. Please contact me before any substantive changes are made to these documents.

- 3) **TEXAS ETHICS COMMISSION FORM 1295** - Please also find enclosed a signed Form 1295, which is required by the Texas Ethics Commission. The information associated with this contract has been entered into the portal of the Texas Ethics Commission. Please note that before the expiration of thirty (30) days after the contract becomes effective, an official of the City of Dickinson must log onto the Texas Ethics Commission portal and affirm that our firm has provided the Form 1295 Certificate of Interested Parties.

Please contact me if I can provide further information or assistance. Please also advise us when this matter is posted as an action item on the City Council agenda. Thanks very much for your time, courtesy and professional assistance.

With best regards,

Mark E. Ciavaglia

MEC/mls  
enclosures

**DIVIDER PAGE**

**RESOLUTION NUMBER XXX-2020**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, AUTHORIZING THE APPROVAL OF A CONTRACT FOR COLLECTION SERVICES PROVIDING FOR THE COLLECTION OF DELINQUENT TAXES AND COURT FINES AND FEES WITH LINEBARGER GOGGAN BLAIR & SAMPSON, LLP; AND MAKING CERTAIN FINDINGS ASSOCIATED WITH TEXAS GOVERNMENT CODE §2254.1032; AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Dickinson desires to approve a contract for collection services of delinquent taxes and court fees and fines with Linebarger Goggan Blair & Sampson, LLP;

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

Section 1. After having provided adequate notice as required by Sec. 2254.1036 of the Texas Government Code, the Contract for Collection Services with Linebarger Goggan Blair & Sampson, LLP is approved and the Mayor is authorized to execute this Agreement.

After exercising its due diligence, the City of Dickinson finds:

Section 2. That there is a substantial need for the legal services to be provided pursuant to the Contract for Collection Services;

Section 3. That these legal services cannot be adequately performed by the attorneys and supporting personnel of the City at a reasonable cost;

Section 4. That these legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of these receivables as provided by Texas Tax Code Sections 6.30, 33.07, 33.08, 33.11, and 33.48 and Texas Code of Criminal Procedure Art. 103.0031 and because the City of Dickinson does not have the funds to pay the estimated amounts required under a contract only for the payment of hourly fees;

Section 5. That Linebarger Goggan Blair & Sampson, LLP, is well qualified and competent to perform the legal services required to comply with the terms of this contract;

Section 6. That Linebarger Goggan Blair & Sampson, LLP has provided these specialized legal services to the City of Dickinson in the past and the City of Dickinson has been well satisfied with the quality and outcome of the legal services provided.

Section 7. That the contract with Linebarger Goggan Blair & Sampson, LLP is the result of an arm's length transaction between the City of Dickinson and Linebarger Goggan Blair & Sampson, LLP and is fair and reasonable.

Section 8. This Resolution shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Julie Masters, Mayor  
City of Dickinson, Texas

ATTEST:

APPROVED AS TO FORM AND CONTENT:

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

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

**EXHIBIT “A”**

**TO**

**RESOLUTION XXX-2020**

## **Contract for Collection Services**

This Contract is made between Linebarger Goggan Blair & Sampson, LLP (hereinafter referred to as the "Firm") and City of Dickinson (hereinafter referred to as the "Client").

### **Article 1 – Nature of Relationship**

1.01 The parties hereto acknowledge that this Contract creates an attorney-client relationship.

1.02 The Client hereby employs the Firm to provide the services hereinafter described for compensation hereinafter provided.

1.03 This Contract is entered into pursuant to and as authorized by Texas law, including Texas Tax Code §6.30 and Subsection (a) of ART. 103.0031, Texas Code of Criminal Procedure.

### **Article 2 – Scope of Services**

2.01 *Delinquent Property Tax Collections* - The Firm shall take reasonable and necessary actions to enforce collection of delinquent property taxes that are owed to the Client and that are subject to this Contract, as hereinafter provided and allowed by law.

2.02 The Client may from time-to-time specify, in writing, additional actions to be taken by the Firm in connection with the collection of taxes that are owed to the Client. Client further constitutes and appoints the Firm as Client's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to prosecute the Client's claim for taxes.

2.03 Taxes owed to the Client shall become subject to this Contract upon the following dates, whichever occurs first:

- (a) On February 1 of the year in which the taxes become delinquent if a previously filed tax suit is then pending against the property subject to the tax and attorney's fees are recovered and paid pursuant to a delinquent tax suit;
- (b) On the date any lawsuit is filed with respect to the recovery of the tax or estimated tax along with attorney's fees awarded and paid pursuant to a lawsuit, in accordance with the Texas Property Tax Code;
- (c) On the date of filing any application for tax warrant where recovery of the tax or estimated tax is sought;
- (d) On the date of filing any claim in bankruptcy where recovery of the tax is sought;  
or

(e) On July 1 of the year in which the taxes become delinquent.

2.04 *Delinquent Municipal Court Fees and Fines* - The Firm shall take reasonable and necessary actions to enforce the collection of delinquent municipal court fees and fines. Fees and fines that are subject to this Contract are those that are more than sixty (60) days past due as of the effective date hereof and those that become more than sixty (60) days past due during the term hereof. As used in this section, "more than 60 days past due" has that meaning assigned by Subsection (f) of Art. 103.0031, Texas Code of Criminal Procedure [as amended by Senate Bill 782, 78th Legislature (2003), effective June 18, 2003]. The meaning assigned to the phrase "more than 60 days past due" shall, for the term and purposes of this Contract, survive any future amendments to, or repeal of, Article 103.0031, Texas Code of Criminal Procedure, or any parts thereof.

2.05 The Client may from time-to-time specify in writing additional actions that should be taken by the Firm in connection with the collection of the receivables that are subject to this Contract. Client further constitutes and appoints the Firm as Client's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to pursue collection of the Client's claims.

2.06 Such legal services shall include but not be limited to recommendations and legal advice to Client to take legal enforcement action; representing Client in any dispute or legal challenge over authority to collect such receivables; defending Client in litigation or challenges of its collection authority; and representing Client in collection interests in bankruptcy matters as determined by Firm and Client. For the purposes of this Contract, the term 'representing Client in bankruptcy matters' shall be defined as filing claims and prosecuting such claims in proceedings in United States Bankruptcy Courts on behalf of Client for delinquent taxes, special assessment liens, utility liens and unpaid utility receivables for which Client has received a bankruptcy notice. Such bankruptcy notices received by Client shall be promptly forwarded to Firm to enable Firm to assert and prosecute any such bankruptcy claim. The bankruptcy services as described will be provided to Client by the Firm at no cost to Client. This Contract supersedes all prior oral and written Contracts between the parties regarding such receivables, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

2.07 The Client agrees to provide to the Firm data regarding any receivables that are subject to this Contract. The data shall be provided by electronic medium in a file format specified by the Firm. The Client and the Firm may from time-to-time agree in writing to modify this format. The Client shall provide the data to the Firm not less frequently than monthly for delinquent fees and fines.

2.08 The Firm, in all communications seeking the fee and fine receivables subject to the Contract, shall direct all payments for fees and fines directly to the Client at an address designated by the Client. If any receivables are paid to the Firm, said payments shall be expeditiously turned over to the Client.

### Article 3 - Compensation

3.01 *Delinquent Tax Collections* - Client agrees to pay the Firm, as compensation for the delinquent tax collection services, twenty (20%) percent of the amount of all delinquent taxes, penalty and interest, subject to the terms of this contract as set forth in Paragraph 2.03 above, collected and paid to the collector of taxes during the term of this contract, as and when collected.

3.02 *Delinquent Fees and Fines* - The Client agrees to pay the Firm thirty (30%) percent of the total amount of all the fines and fees [exclusive of any collection fee assessed by the Client pursuant to Subsection (b) of Article 103.0031, Texas Code of Criminal Procedure] subject to the terms of this Contract as set forth in Section 2.04 above that are collected by the Client during the term of this Contract.

3.03 The Client, through its Interlocal Contract with Galveston County for tax collection services, shall pay the Firm compensation owed for tax collection services by the twentieth (20<sup>th</sup>) day of each month, all compensation earned by the Firm for the previous month as provided in this Article 3. All compensation above provided for shall become the property of the Firm at the time payment of the taxes, penalty and interest is made to the collector.

3.04 The Client shall pay the Firm by the twentieth day of each month all compensation earned by the Firm for delinquent fees and fines collections and special assessment liens for the previous month as provided in this Article 3. The Client shall provide an accounting showing all collections for the previous month with the remittance. All compensation shall become the property of the Firm at the time payment of the receivable is made to the Client.

### Article 4 - Retention of Files and Intellectual Property Rights

4.01 The Firm recognizes and acknowledges that all items contained in the Firm's litigation files related to the Firm's representation of the Client are the property of the Client. The Firm agrees to retain and safeguard such files on behalf of the Client, provided that, the Client agrees that such files may, from time to time, be disposed pursuant to the File Retention Policy attached hereto as Schedule 'A' File Retention.

4.02 The Client recognizes and acknowledges that the Firm owns all right, title and interest in certain proprietary software that the Firm may utilize in conjunction with performing the services provided in this Contract. The Client agrees and hereby grants to the Firm the right to use and incorporate any information provided by the Client ("Client Information") to update the databases in this proprietary software, and, notwithstanding that Client Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the Client shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the Client shall be entitled to obtain a copy of such data that directly relates to the Client's accounts at any time.

4.03 The Firm agrees that it will not share or disclose any specific confidential Client Information with any other company, individual, organization or agency, without the prior written consent of the Client, except as may be required by law or where such information is otherwise publicly available. It is agreed that the Firm shall have the right to use Client Information for internal analysis, purposes of improving the proprietary software and database, and to generate aggregate data and statistics that may inherently contain Client Information. These aggregate statistics are owned solely by the Firm and will generally be used internally, but may be shared with the Firm's affiliates, partners or other third parties for purposes of improving the Firm's software and services.

#### Article 5 - Costs

5.01 The Firm and Client recognize that certain costs, *e.g.*, publication costs and title research fees, *etc.*, will be incurred in the process of providing the services contemplated in this Contract. The Firm will either: (i) advance such costs on behalf of the Client, or (ii) arrange with the vendor or agency providing the service that the costs of services will not be paid unless and until such costs are recovered from the delinquent taxpayer. All such costs incurred will be wholly advanced by Firm and Firm will seek reimbursement of such advanced costs through legal remedies allowed by law. Client has no liability for any such advanced cost.

5.02 The Client acknowledges that the Firm may provide services, such as title research, with its own employees or with other entities or individuals who may be affiliated with the Firm, but the Firm agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party.

#### Article 6 - Term and Termination

6.01 The effective date of this Contract is \_\_\_\_\_, 2020. The Initial Term of this Contract shall expire on \_\_\_\_\_, 2024, (the "Expiration Date") unless extended as hereinafter provided.

6.02 Unless prior to thirty (30) days before the Expiration Date of the Initial Term of this contract, the Client or the Firm notifies the other in writing that it does not wish to continue this Contract beyond its Initial Term, this Contract shall be automatically extended for an additional two (2) year period without the necessity of any further action by either party. Unless prior to thirty (30) days before the expiration of the additional two (2) year renewal period, the Client or the Firm notifies the other in writing that it does not wish to continue this Contract beyond its two (2) year renewal term, this Contract shall renew automatically for additional thirty (30) day periods in the same manner at the end of each thirty (30) day successive renewal period, without the necessity of any further action by either party.

6.03 If at any time during the initial term of this Contract or any extension hereof, the Client determines that the Firm's performance under this Contract is unsatisfactory, the Client shall notify the Firm in writing of the Client's determination. The notice from the Client shall specify the particular deficiencies that the Client has observed in the Firm's performance. The

Firm shall have sixty (60) days from the date of the notice to cure any such deficiencies. If at the conclusion of that sixty (60) day remedial period, the Client remains unsatisfied with the Firm's performance, the Client may terminate this Contract effective upon the expiration of ten (10) days following the date of written notice to the Firm of such termination ("Termination Date").

Notwithstanding the foregoing, if at any time during the term of this Contract there is a change of attorneys associated with the Firm's performance of this Contract, Client may terminate this Contract effective upon the expiration of thirty (30) days written notice of such termination.

6.04 Whether this Contract expires or is terminated, the Firm shall be entitled to continue to prosecute any tax suits, applications for tax warrants or bankruptcy claims pending on the Termination Date or Expiration Date for an additional six (6) months following termination or expiration. The Client agrees that the Firm shall be compensated as provided by Article 3 for any base tax, penalties and interest collected in the pending matters during the six (6) month period.

6.05 The Client agrees that the Firm shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the Client, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this Contract constitutes a waiver by the Firm of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any six (6) month period under Section 6.04 does not constitute any such waiver by the Firm.

#### Article 7 – Miscellaneous

7.01 *Assignment and Subcontracting.* This Contract is not assignable, provided however, the Firm may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the Firm will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 *Mediation and Venue.* Any controversy between the parties to this Contract involving the construction or application of any of the terms, covenants, or conditions of this Contract shall, on the written request of one party served on the other, be submitted to mediation. In the event mediation is unsuccessful, the parties are free to pursue their right in a court of competent jurisdiction. Any legal proceedings relative to this Contract or the obligations thereunder shall be in Galveston County, Texas.

7.03 *Integration.* This Contract contains the entire Contract between the parties hereto and supersedes all previous oral or written Contracts. This Contract may only be modified in a written amendment, executed by both parties.

7.04 *Representation of Other Taxing Entities.* The Client acknowledges and consents to the representation by the Firm of other taxing entities that may be owed taxes or other claims and be secured by the same property as the Client's claim.

7.05 *Compliance with Texas Government Code §2270.022.* In compliance with Texas Government Code §2270.002, the Firm verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

IN CONSIDERATION OF THE TERMS AND COMPENSATION HEREIN STATED, the Firm hereby accepts said employment and undertakes the performance of this Contract as above written. This Contract is executed on behalf of the Firm and of the Client by the duly authorized persons whose signatures appear below.

CITY OF DICKINSON

LINEBARGER GOGGAN BLAIR  
& SAMPSON, LLP

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Partner

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Secretary

## **SCHEDULE 'A' – FILE RETENTION**

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### **DELINQUENT TAX SUIT FILES**

- (a) Cases in which non-suits are taken, dismissals are granted, or judgments are vacated, may be destroyed upon the expiration of five (5) years following the date of non-suit or dismissal or one (1) year after a judgment is taken on the same property in a subsequent suit, whichever first occurs.
- (b) Cases in which judgments are taken, followed by satisfaction of the judgment by any means other than foreclosure sale, may be destroyed upon the expiration of five (5) years following satisfaction of the judgment.
- (c) Cases in which real property judgments are taken or real property seizures conducted under tax warrant, followed by tax sale, are destroyed upon the expiration of twenty-five (25) years following the date of original tax sale.
- (d) Cases in which judgments are taken for personal property taxes, followed by abstract of judgment, are destroyed upon the expiration of twenty (20) years following the filing of the abstract or one (1) year following satisfaction of the judgment, whichever first occurs.

### **PERSONAL PROPERTY TAX WARRANT FILES**

- (a) Cases in which non-suits are taken, dismissals are granted, or dissolution of warrant occurs prior to a seizure of any property are destroyed upon the expiration of one (1) year following the date of non-suit, dismissal, dissolution.
- (b) Cases in which seizures under a warrant occurs, regardless of whether actual sale of property occurs, are destroyed upon the expiration of four (4) years following the date of seizure.

### **BANKRUPTCY FILES**

- (a) Cases that have been dismissed are destroyed upon the expiration of one (1) year following the date of dismissal.
- (b) “No Asset Chapter 7” cases in which a discharge has been granted to the debtor are destroyed upon the expiration of one (1) year following the date of discharge or final payment, whichever occurs earlier.
- (c) “Chapter 13” cases in which a discharge has been granted to the debtor are destroyed upon the expiration of one (1) year following the date of discharge.
- (d) “Chapter 7 Asset” cases are destroyed upon the expiration of one (1) year following the filing of the Trustee’s Final Report.
- (e) “Chapter 11” cases in which there is a Confirmed Plan are destroyed upon the expiration of eight (8) years following the date of Confirmation, unless the plan has not been completed. In the event payment under the plan is not complete following eight (8) years, then the file shall be destroyed upon the expiration of one (1) year following receipt of the final payment under the plan.

# ITEM 11

**Dickinson City Council  
Agenda Item Data Sheet**

**MEETING DATE:** February 11, 2020

<b>TOPIC:</b>	<p><b>Ordinance Number XXX-2020</b></p> <p><b>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.</b></p>
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<b>BACKGROUND:</b>	<p>This item is the second of two readings of this Ordinance to call the Special Election for possible revisions to the City Charter.</p>
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<b>RECOMMENDATION:</b>	None.
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<b>ATTACHMENTS:</b>	<ul style="list-style-type: none"> <li>• Ordinance Number XXX-2020 (Redlined Version Reflecting Changes)</li> <li>• Ordinance Number XXX-2020 (Clean Version)</li> </ul>
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<b>FUNDING ISSUES:</b>	<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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<b>FINANCE VERIFICATION OF FUNDING:</b>	
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<b>SUBMITTING STAFF MEMBER:</b>	<b>CITY ADMINISTRATOR APPROVAL:</b>
Alun W. Thomas, City Secretary	

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

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 ~~THE~~ ELECTION; AND MAKING OTHER FINDINGS AND PROVISIONS RELATING TO THE HOLDING OF SUCH ELECTION.

\* \* \* \* \*

WHEREAS, the City of Dickinson is a home-rule municipal corporation by virtue of a special charter election held on January 8, 1987; and

WHEREAS, the City Council of the City of Dickinson, Texas established a Charter Review Commission during the October 22, 2019 regular city council meeting for the purpose of reviewing the city charter, as amended, (the "Charter") and making recommendations for changes to the Charter; and

WHEREAS, after meeting on five occasions and systematically reviewing the Charter, the charter review commission presented its final report of recommendations to council during the January 14, 2020 regular city council meeting; and

WHEREAS, the City Council accepted the final report as presented; and

WHEREAS, the city attorney received and reviewed the final report and has ~~not~~ proposed ~~any~~ changes ~~in to~~ the proposed amendments that the city attorney deems necessary or desirable; and

WHEREAS, the City Council has determined that the anticipated fiscal impact to the City of the proposed amendments if adopted is \$0.00 per year or negligible; provided, however, that if adopted ~~Proposition E would increase the cost a council meeting by \$525 and would cost the City less than \$12,601 per year; and~~

Commented [D01]: Chris, we will need to determine if any of the remaining proposed charter amendments would have a fiscal impact on the City.

WHEREAS, the City Council now orders a Special Election on Saturday, May 2, 2020 so that voters within the City may consider each proposed amendment to the Charter; and

WHEREAS, this special election is being ordered not later than 78 days before the election day.

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

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 election shall be held concurrently with the city general municipal election on Saturday, May ~~4, 2019~~ 2, 2020, at which special election there shall be submitted to the qualified voters of the City, for their action thereon, proposed amendments to the Dickinson City Charter as set forth in this ordinance.

Section 3. The ballots for the City special election will conform to the requirements of the Texas Election Code, and shall contain the following propositions that correspond to and summarize each of the proposed measures or charter text amendments set forth in section 4 of this ordinance, which the voters may vote "FOR" or "AGAINST":

PROPOSITION A: Shall the Charter be amended to adopt the Council-Manager form of government?

PROPOSITION B: Shall the Charter be amended by to provide ~~council~~ Council the power to provide for approval of subdivision plats and to carry out plans for areas destroyed by disaster?

~~PROPOSITION C: Shall the Charter be amended to limit the terms of office for the Mayor and Councilmembers?~~

PROPOSITION ~~DC~~ DC: Shall the Charter be amended to require a person to be a resident of the city for at least twelve months immediately preceding their election to the ~~city~~ City council Council?

~~PROPOSITION E: Shall the Charter be amended to provide for compensation of the Mayor and Councilmembers not to exceed \$75 per meeting or \$1,800 per year, whichever is less?~~

PROPOSITION ~~FD~~ FD: Shall the Charter be amended to permit the City Council to appoint a person to fill a vacant ~~councilmember~~ Councilmember position within one year of a regular election?

PROPOSITION ~~GE~~ GE: Shall the Charter be amended to permit ~~the passage of ordinances after two readings~~ publication of ordinances, notices and other matters as authorized by State law?

PROPOSITION ~~HF~~ HF: Shall the Charter be amended to require an amendment relating to the administration of the City's finances including requiring earlier submission of budget and publication of the budget as permitted by state law?

PROPOSITION ~~IG~~ IG: Shall the Charter be amended to increase the amount of the City's disaster contingency fund?

PROPOSITION ~~JH~~ JH: Shall the Charter be amended to provide for the contract and purchase of goods and services consistent with state procurement laws?

PROPOSITION ~~KI~~ KI: Shall the Charter be amended to allow the appointment of Councilmembers of council to serve on boards, commissions and committees where permitted by ~~state~~ State law?

PROPOSITION ~~LJ~~ LJ: Shall the Charter be amended to prohibit any ~~city~~ City officer or employee from participating in any vote or decision in which the person has a personal interest?

PROPOSITION ~~MK~~ MK: Shall the Charter be amended to require the periodic review of the Charter by a ~~council~~ Council appointed ~~charter~~ Charter commission Commission?

PROPOSITION ~~NL~~ NL: Shall the Charter be amended to permit the publication of the report of the ~~charter~~ Charter review Review commission Commission on the City's website?

PROPOSITION ~~OM~~ OM: Shall the Charter be amended to provide for gender neutral terminology and to correct other terms, spelling and capitalization without making any substantive changes?

PROPOSITION ~~PN~~ PN: Shall the Charter be amended to conform to the general laws of the State of Texas?

PROPOSITION ~~QQ~~ QQ: Shall the Charter be amended to permit Council to renumber and rearrange the sections of the Charter by ordinance?

~~PROPOSITION R: Shall the Charter be amended to permit Council to rearrange and renumber provisions by ordinance?~~

**Commented [D02]:** A list of all Boards, Commissions and/or Committees affected by this change will be provided at the City Council meeting.

PROPOSITION P: Shall the Charter be amended to prohibit a former Mayor or Councilmember from holding any compensated appointive office or city employment within ten (10) years after the expiration of the term?

PROPOSITION Q: Shall the Charter be amended to prohibit an active employee from serving on any City board, commission or committee?

PROPOSITION R: Shall the Charter be amended to delete the requirement that the Mayor Pro Tem becomes the Mayor in the event of a vacancy in the office of Mayor?

Section 4. If one or more of the following measures are approved by the voters, the Dickinson City Charter would be amended as follows: [proposed deleted text is shown with ~~strike throughs~~ and proposed added text is underlined]:

**Commented [D03]:** We have determined that it is unlawful for Dickinson to change its election date to November by Charter amendment. Additional information regarding this prohibition will be provided at the City Council meeting.

**TEXT AMENDMENT – FOR PROPOSITION “A” (Council Manager Form of Government)**

**1.02 - Form of government.**

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

**2.01 - General.**

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

- a. To adopt, enact, establish and enforce codes, licenses, ~~and ordinances,~~ policies, and resolutions for the maintenance of good government and the interest and well-being of its inhabitants.

.....

**3.04 – Presiding officer; ~~M~~mayor and mayor pro tem.**

- a. The mayor shall be recognized as the official head of the city government for all ceremonial purposes and by the governor for purposes of military law, but shall have no regular administrative duties such as ordinances, resolutions, conveyances, grant agreements, official plats, contracts, and bonds. ...
- b. The mayor shall have the power to see that all state laws and city laws are effectively enforced, prepare and recommend to [the] city council the annual budget, and perform such other duties as may be required by [the] city council, or as specified in this charter, or as required by State law.

**3.06 - Powers of the city council.**

All powers and ~~authority which are conferred on or possessed by the city~~ the

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

- a. ~~Establish, consolidate, or abolish administrative departments and distribute the work of divisions~~ Appoint and remove the city manager; ...

### 3.07 - Prohibitions.

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

### 3.08 - Meetings of the city council.

- a. [The] city council shall hold at least one (1) regular meeting each month and as many additional meetings as it deems necessary to transact the business of the city. [The] city council shall fix by ordinance the date and time of the regular meetings. Special meetings of [the] city council shall be held at the call of the mayor, the city manager, or ~~a majority of the three (3) councilmembers~~ upon provision of public notice in accordance with state law. All meetings shall be open to the public and shall be held and notice given in accordance with state law as now or hereafter amended, except where executive sessions are authorized by state law. ....
- e. The agenda for the meetings of city council shall be prepared by the ~~mayor~~ city manager, with input from the mayor, and posted by the city secretary in the manner required by state law. Any ~~councilmember~~ member of council may request that an item be placed on the agenda by request to the city manager or council at an open meeting; however, the mayor is not obligated to comply unless such request is timely submitted in writing and signed by three (3) councilmembers. The item shall then be included on the next appropriate agenda.

### 4.01 - ~~City administrator~~ manager.

- a. The city council shall hire and appoint the city ~~administrator~~ manager who shall serve as the chief ~~administrative~~ executive officer and head of the administrative branch of city government. The city manager of the city shall serve at the pleasure of the city council.

~~He~~ The city manager need not be a resident of the city when appointed and may reside outside the city only with the approval of the city council.

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

#### 4.02 - City secretary.

- a. The ~~mayor~~ city manager shall appoint, subject to the approval of [the] city council, a city secretary, who shall be appointed for an indefinite term, and may be removed by the city manager only with approval ~~action~~ of [the] city council. ~~[The] city council shall fix the compensation of the city secretary. ...~~

#### 4.03 - Municipal court.

- ....
- e. The city manager shall appoint the clerk and deputy clerks of the municipal court who shall have the power to administer oaths, affidavits, make certificates, affix the seal of the municipal court, and perform all acts usual and necessary by the clerks of said court, in conducting the business thereof, including but not limited to, the keeping of records and accounts of the municipal court. ...

**4.04 - City attorney.**

...

- b. The city attorney shall serve as the legal advisor to the ~~mayer and~~ city council and city manager; represent the city's interests in litigation and legal proceedings as directed by the city council and city manager; review and provide opinions as requested by the ~~mayer~~ ~~or~~ city council or city manager on contracts, legal instruments, ordinances of the city and other items of city business. ...

**4.05 - Department of police.**

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

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

**4.07 - Administrative departments and offices.**

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

**4.08 - Personnel system.**

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

**7.14 - Purchasing.**

- a. The city council may, by ordinance, give the city ~~administrator~~ manager authority to contract for expenditures without further approval of [the] city council for all budgeted items not exceeding limits set by [the] city council. ... The city council, or city ~~administrator~~ manager in such cases as ~~he~~ the city manager is authorized to contract for the city, shall have the right to reject any and all bids.
- b. Emergency contracts as authorized by law and this charter may be negotiated by the city council or city ~~administrator~~ manager if given authority by [the] city council, without

competitive bidding. Such emergency shall be declared by the mayor and approved by [the] city council, or may be declared by [the] city council.

**7.15 - Administration of budget.**

- a. No payment shall be made or obligation incurred against any allotment or appropriation except in accordance with appropriations duly made unless the city ~~administrator~~ manager or ~~his~~ the city manager's designee first certifies that there is a sufficient unencumbered balance in such allotment or appropriation and that sufficient funds therefrom are or will be available to cover the claim or meet the obligation when it becomes due and payable. ...
- d. The city ~~administrator~~ manager shall submit a monthly report to [the] city council covering the revenues and expenditures of the city in such form as requested by [the] city council.

**TEXT AMENDMENT – FOR PROPOSITION “B” (Powers of Council)**

**2.02 - Public improvements.**

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

**3.04 – Presiding officer; ~~M~~mayor and mayor pro tem.**

- a. ... The mayor ~~He~~ shall be the presiding officer of the city council with the right to vote on all matters but shall vote only in the case of a tie vote. He shall have the power to veto legislation of city council within three (3) days after passage thereof, but the veto may be overridden by an affirmative vote of four (4) councilmembers at a regular or special meeting occurring within thirty (30) days of the veto. When authorized by [the] city council, the mayor shall sign ~~all~~ official documents, such as ordinances, resolutions, conveyances, grant agreements, official plats, contracts, and bonds.

**3.06 - Powers of the city council.**

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

- f. ~~Adopt~~ Approve or provide for the approval of subdivision plats;
- g. Authorize the issuance of bonds by a bond ordinance; and
- r. Adopt, modify and carry out plans for the replanning, improvement and redevelopment of neighborhoods and for the replanning, reconstruction or redevelopment of any area or district that may have been destroyed in whole or in part by disaster.

**TEXT AMENDMENT – FOR PROPOSITION “C” (Limiting Terms of Office)**

**~~3.01 – Number, term, and election of city council.~~**

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

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

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

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

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

**TEXT AMENDMENT – FOR PROPOSITION “DC” (Increasing Council Residency)**

**3.02 - Qualifications of members.**

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

**TEXT AMENDMENT – FOR PROPOSITION “E” (Council Compensation)**

**~~3.03 – Compensation.~~**

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

TEXT AMENDMENT – FOR PROPOSITION “**FD**” (Filling Vacancy)

**3.05 - Vacancies.**

- e. If a vacancy occurs on city council such vacancy shall be filled, for the remainder of the unexpired term, at a special election held for such purpose. Such election shall be called within one hundred twenty (120) days after such vacancy or vacancies occur. Except that if the remainder of the unexpired term of the vacated office is twelve (12) months or less, then the council is authorized to fill the unexpired term by appointment if the appointment is made within thirty (30) days of the vacancy.

TEXT AMENDMENT – FOR PROPOSITION “**GE**” (Publication as Authorized by State Law)

**3.09 — Passage of ordinances in general.**

- ~~a. [The] city council shall legislate by ordinance only, and the enacting clause of every ordinance shall be “Be it ordained by the City Council of the City of Dickinson, Texas ...” Each proposed ordinance shall be introduced in the written or printed form required for adoption. No ordinance shall contain more than one (1) subject which shall be clearly expressed in its title. General appropriation ordinances may contain various subjects and accounts for which monies are to be appropriated. After adoption, an ordinance shall not be amended or repealed except by the adoption of another ordinance amending or repealing the original ordinance. An amendatory or repealing ordinance shall set out fully the ordinance sections or subsections to be amended or repealed and shall indicate new matter by enclosing it in quotation marks except where an ordinance is repealed in its entirety. ...~~
- ~~e. A proposed ordinance, except as related to an emergency, budget, tax, public utility rate setting, or state or federal requirement, shall be read at three (3) two (2) city council meetings with at least one (1) week between readings, ~~provided that the third reading can be suspended by the vote of four (4) councilmembers.~~~~
- ~~d. A proposed ordinance may be amended at either reading, but any ordinance amended in substance shall automatically be placed again as a first reading at a subsequent meeting. At any reading of a proposed ordinance, interested persons shall have a reasonable opportunity to be heard. ...~~
- ~~f. The reading aloud of the title and caption of the ordinance shall suffice as a reading, provided printed copies of the ordinance in the form required for adoption are in front of all members of [the] city council and a reasonable number of additional copies are available to citizens present at the meeting. If a majority of the councilmembers present so request, then the ordinance must be read in its entirety.~~

**12.03 - Official newspaper.**

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

TEXT AMENDMENT – FOR PROPOSITION “**HE**” (Administration of City Finances)

**7.02 - Submission of budget.**

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

**7.04 - Public hearing on budget.**

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

**TEXT AMENDMENT – FOR PROPOSITION “IG” (Increase City Disaster Fund)**

**7.07 - Disaster contingency fund.**

There is established a disaster contingency fund which shall not ~~exceed~~ not be less than seven (7) percent of the total current annual budget. Excesses occurring in this fund are to be transferred to the general fund at the end of the current fiscal year. This fund shall be used only in the event of disaster as declared by the mayor. The annual budget may provide for appropriations to this fund not to exceed two (2) percent of the total current budget. This fund shall be carried forward from year to year and shall not be considered an unencumbered fund balance as referred to in 7.06. Expenditures from this fund shall be approved by the city council.

**TEXT AMENDMENT – FOR PROPOSITION “JH” (Purchase Goods and Services by State Law)**

**7.14 - Purchasing.**

a. .... All contracts for expenditures involving more than the limits set by the city council shall be let ~~to the lowest bidder whose submittal is most responsive and most advantageous to the needs of the city.~~ in accordance with the provisions of state law. There must be an opportunity for competitive bidding as provided by law or ordinance.

**TEXT AMENDMENT – FOR PROPOSITION “KI” (Appointments)**

**8.01 - Authority, composition and procedures.**

a. In addition to a planning and zoning commission, [the] city council shall create, establish or appoint, as may be required by the laws of the State of Texas or this charter, such boards, commissions, and committees as it deems necessary or desirable to carry out the function, duties, accountability and tenure of each board, commission, and committee where such are not prescribed by law or this charter. ....

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

**TEXT AMENDMENT – FOR PROPOSITION “LJ” (Conflicts of Interests)**

**12.15 - Personal interest in city contract.**

No officer or employee of the city shall ~~have a financial interest, direct or indirect, in any contract with the city, or shall be financially interested, directly or indirectly, in the sale by the city of any land, materials, supplies, or service, except on behalf of the city as~~

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~~an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this section, with the knowledge, expressed or implied, of the person or corporation contracting with [the] city council shall render the contract involved voidable by [the] city council.~~ participate in a vote or decision on any matter involving a business entity or real property in which the official or employee has a substantial interest as provided by state law.

**TEXT AMENDMENT – FOR PROPOSITION “MK” (Periodic Charter Review)**

**12.18 - Charter review commission.**

At least every ~~five-ten~~ (5)10 years, the city council ~~may~~ shall appoint a charter review commission of five (5) citizens of the city.

**TEXT AMENDMENT – FOR PROPOSITION “NL” (Notice of Charter Review Report)**

**12.18 - Charter review commission.**

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

b. [The] city council shall receive any report and have published in a newspaper of general circulation in the city or on the City’s website a summary of all proposed amendments recommended by the final report of the charter review commission. ...

**TEXT AMENDMENT – FOR PROPOSITION “OM” (Gender Neutrality and Nonsubstantive Changes)**

**1.06 - Definitions.**

[The following definitions shall apply in this charter:]

*City* —The City of Dickinson.

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

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

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

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

**3.06 Powers of the City Council.**

h. Adopt and modify and carry out plans in cooperation with the planning and zoning commission for the replanning, improvement, and redevelopment of specific areas of the city;

i. Adopt and modify and carry out plans in cooperation with the planning and zoning commission for the replanning, reconstruction or redevelopment of any area or district which may have been destroyed in whole or in part by disaster; ...

m. ~~Shall have the power to~~ License and regulate any business, occupation, profession or trade when authorized by state law; ...

o. ~~Shall~~ Conduct all business in official meetings held and called pursuant to the provisions of the charter and applicable laws of the State of Texas. Individual members of [the] city council shall have power to act for the city only with specific authorization by [the] city council in an official meeting; ~~and~~

p. ~~Shall~~ Appoint a city tax collector or contract for the collection of city property taxes consistent with the laws of the State of Texas; ...

**3.05 - Vacancies.**

a. The office of the mayor or councilmember shall become vacant upon ~~his~~ the person's death, resignation, forfeiture of, disqualification, or removal from office by any manner authorized by law.

b. If any member of [the] city council is absent from three (3) regular meetings within a six-month period, without explanation acceptable to a majority of the remaining ~~council~~ members of council, ~~his~~ the person's office shall be declared vacant at the next regular meeting of [the] city council.

c. Any member of [the] city council who ceases to maintain the required qualifications for office (as delineated in 3.02), or who is convicted of a felony or a misdemeanor involving moral turpitude or who is convicted of violating a state law concerning conflict of interest, shall forfeit ~~his~~ the member's office. Every forfeiture shall be declared and enforced by a majority vote of [the] city council.

d. In the event of a vacancy in the office of the mayor, the mayor pro tem shall become the mayor, thereby vacating ~~his~~ the mayor pro tem's ~~city~~ councilmember position.

**5.03 - Filing for office.**

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

**6.03 - Circulation and form of petitions.**

....

b. All pages of a petition shall be uniform in size and style and shall be assembled as one (1) instrument for filing. Each signer of a petition must be a registered voter of the city and shall write after his name his address, giving name of street and number, ~~his~~ the person's voter registration number, and shall also write thereon the date ~~his~~ the person's signature was affixed. Petitions shall contain or have attached throughout their circulation the full text of the ordinance proposed or sought to be reconsidered, or in the case of recall petition, a statement which distinctly and specifically states the ground(s) upon which such petition for removal is predicated. If there be more than one (1) ground, the statement shall specifically state each ground with such certainty as to give the officer(s) sought to be removed notice of such matters with which ~~he~~ the officer is charged.

c. Each page of the petition shall have attached to it, when filed, an affidavit executed by the circulator stating that ~~he~~ the circulator personally circulated the paper, the number of signatures thereon, that all the signatures were affixed in ~~his~~ the circulator's presence, that ~~he~~ the circulator believes them to be genuine signatures of the persons whose names

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they purport to be, and that each signer had an opportunity before signing to read the full text of the ordinance proposed, or sought to be reconsidered, or the identity of the official whose recall is being sought. ....

**6.07 - Public hearing on recall of elected officers.**

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

**6.09 - Calling of recall election.**

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

**8.01 - Authority, composition and procedures.**

- a. In addition to a planning and zoning commission, [the] city council shall create, establish or appoint, as may be required by the laws of the State of Texas or this charter, such boards, commissions, and committees as it deems necessary or desirable to carry out the function, duties, accountability and tenure of each board, commission, and committee where such are not prescribed by law or this charter.

**9.02 - Planning and zoning commission.**

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

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

**12.18 Charter Review Commission.**

- a. It shall be the duty of such charter review commission to: ...
- (4) Report its findings and present its proposed amendments, if any, to [the] city council. Any report of the charter review commission shall be delivered to the city attorney at least thirty (30) days prior to its presentation to [the] city council. Within such time, and no later than ten (10) days prior to its presentation to [the] city council, the city attorney

shall advise the charter review commission in writing, of any changes in proposed amendments which ~~be~~ the city attorney deems necessary or desirable. A copy of the city attorney's recommendations shall be attached to the report of the charter review commission at the time of its presentation to [the] city council.

**TEXT AMENDMENT – FOR PROPOSITION “PN” (Conforming to General Law)**

**1.05 - Disannexation.**

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

**3.11 - Authentication, recording, printing and distribution.**

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

**3.13 - Bonds required.**

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

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**12.10 - Notice of claim.**

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

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**TEXT AMENDMENT – FOR PROPOSITION “QO” (Renumbering)**

**12.19. - Rearrangement and Renumbering.**

The city council shall have the power, by ordinance, to renumber and rearrange all articles, sections, subsections, paragraphs, and subparagraphs of this Charter or any amendments thereto, as it shall deem appropriate.<sup>2</sup>

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**TEXT AMENDMENT – FOR PROPOSITION “P”  
(Mayor and Council prohibited as Employees for 10 years)**

3.07. - Prohibitions.

- a. Except where authorized by law or by this charter, no mayor or councilmember shall hold any other city office or city employment during his term as mayor or councilmember. No former mayor or councilmember shall hold any compensated appointive office or city employment within ~~one~~ ten (10) years after the expiration of his term as mayor or councilmember.

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**TEXT AMENDMENT – FOR PROPOSITION “Q” (Active Employees cannot Serve on Boards)**

8.01. – Authority, composition and procedures.

- ~~e. Active city employees shall not be appointed to any board, commission, or committee created or established by [the] city council other than in an advisory capacity.~~

PROPOSITION P: Shall the Charter be amended to prohibit an active employee from serving on any City board, commission or committee?

**TEXT AMENDMENT – FOR PROPOSITION “R”  
(Mayor Pro Tem not to become Mayor, if Vacant)**

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~~3.05. – Vacancy.~~

- ~~d. In the event of a vacancy in the office of the mayor, the mayor pro tem shall become the mayor, thereby vacating his city council position.~~

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Section 5. The City Council has determined and estimates that there would be no anticipated fiscal impact to the City of Dickinson if any one or more of the proposed amendments is approved at the election except as follows: ~~Proposition E – Will increase the cost of each city council meeting by \$525 per meeting but not more than \$12,600 per year.~~

Commented [D04]: This Section will need to be consistent with the 6<sup>th</sup> Whereas on page 1 and also identify any proposed amendments with a fiscal impact on the City.

Section 6. Notice of the election shall be published on the same day in each of two successive weeks, with the first publication occurring before the 14th day of the date of the election. The notice shall be published in substantially the following form:

“NOTICE OF SPECIAL ELECTION-CHARTER AMENDMENTS-CITY OF DICKINSON, TEXAS  
A Special Election will be held on May 2, 2020, 7:00 a.m. to 7:00 p.m. to consider amendments to the home-rule city charter. ~~It is estimated that the anticipated fiscal impact to the City would be an increase of \$75 per meeting per council member not exceeding a total increase of \$1,800.00 per year for council compensation if Proposition “E” is approved.~~ There is no anticipated fiscal impact to the City for the other proposed propositions. The full text of the proposed amendments is online at ci.dickinson.tx.us. The proposed charter amendments are:

Commented [D05]: We will need to be consistent with fiscal impact on the City.

PROPOSITION A: Shall the Charter be amended to adopt the Council-Manager form of government?

PROPOSITION B: Shall the Charter be amended by to provide council to the powers to provide for approval of subdivision plats, to authorize issuance of bonds, and to carry out plans for areas destroyed by disaster?

~~PROPOSITION C: Shall the Charter be amended to limit the terms of office for the Mayor and Councilmembers?~~

PROPOSITION ~~DC~~: Shall the Charter be amended to require a person to be a resident of the city for at least twelve months immediately preceding their election to the city council?

~~PROPOSITION E: Shall the Charter be amended to provide for compensation of the Mayor and Councilmembers not to exceed \$75 per meeting or \$1,800 per year, whichever is less?~~

PROPOSITION ~~FD~~: Shall the Charter be amended to permit the City Council to appoint a person to fill a vacant councilmember position within one year of a regular election?

PROPOSITION ~~GE~~: ~~Shall the Charter be amended to permit the publication of ordinances, notices and other matters as authorized by State law?~~

PROPOSITION HF: Shall the Charter be amended to require an amendment relating to the administration of the City's finances including requiring earlier submission of budget and publication of the budget as permitted by state law?

PROPOSITION IG: Shall the Charter be amended to increase the amount of the City's disaster contingency fund?

PROPOSITION JH: Shall the Charter be amended to provide for the contract and purchase of goods and services consistent with state procurement laws?

PROPOSITION KI: Shall the Charter be amended to allow the appointment of members of council to serve on boards, commissions and committees where permitted by state law?

PROPOSITION LJ: Shall the Charter be amended to prohibit any city officer or employee from participating in any vote or decision in which the person has a personal interest?

PROPOSITION MK: Shall the Charter be amended to require the periodic review of the Charter by a council appointed charter commission?

PROPOSITION NL: Shall the Charter be amended to permit the publication of the report of the charter review commission on the City's website?

PROPOSITION OM: Shall the Charter be amended to provide for gender neutral terminology and to correct other terms, spelling and capitalization without making any substantive changes?

PROPOSITION PN: Shall the Charter be amended to conform to the general laws of the State of Texas?

PROPOSITION QQ: Shall the Charter be amended to permit Council to renumber and rearrange the sections of the Charter by ordinance?

PROPOSITION P: Shall the Charter be amended to prohibit a former Mayor or Councilmember from holding any compensated appointive office or city employment within one (10) year after the expiration of the term?

PROPOSITION Q: Shall the Charter be amended to prohibit an active employee from serving on any City board, commission or committee?

PROPOSITION R: Shall the Charter be amended to delete the requirement that the Mayor Pro Tem becomes the Mayor in the event of a vacancy in the office of Mayor?

Section 7. 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 8. 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 9. 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 10. Said election shall be held in accordance with the TEXAS ELECTION CODE and the Federal Voting Rights Act of 1965, as amended.

Section 11. This Ordinance shall become effective immediately upon its passage.

**PASSED AND APPROVED** on first reading the \_\_\_\_ day of \_\_\_\_\_, 2020.

**PASSED AND APPROVED** on second reading the \_\_\_\_ day of \_\_\_\_\_, 2020.

**PASSED, APPROVED, AND ADOPTED** on third and final reading this the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Julie Masters, Mayor  
City of Dickinson, Texas

ATTEST:

APPROVED AS TO FORM AND CONTENT:

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

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

**DIVIDER PAGE**

**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.**

\* \* \* \* \*

**WHEREAS**, the City of Dickinson is a home-rule municipal corporation by virtue of a special charter election held on January 8, 1987; and

**WHEREAS**, the City Council of the City of Dickinson, Texas established a Charter Review Commission during the October 22, 2019 regular city council meeting for the purpose of reviewing the city charter, as amended, (the "Charter") and making recommendations for changes to the Charter; and

**WHEREAS**, after meeting on five occasions and systematically reviewing the Charter, the charter review commission presented its final report of recommendations to council during the January 14, 2020 regular city council meeting; and

**WHEREAS**, the City Council accepted the final report as presented; and

**WHEREAS**, the city attorney received and reviewed the final report and has proposed changes to the proposed amendments that the city attorney deems necessary or desirable; and

**WHEREAS**, the City Council has determined that the anticipated fiscal impact to the City of the proposed amendments if adopted is \$0.00 per year or negligible; provided, however, that if adopted; and

**WHEREAS**, the City Council now orders a Special Election on Saturday, May 2, 2020 so that voters within the City may consider each proposed amendment to the Charter; and

**WHEREAS**, this special election is being ordered not later than 78 days before the election day.

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

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 election shall be held concurrently with the city general municipal election on Saturday, May 2, 2020, at which special election there shall be submitted to the qualified voters of the City, for their action thereon, proposed amendments to the Dickinson City Charter as set forth in this ordinance.

**Commented [D01]:** Chris, we will need to determine if any of the remaining proposed charter amendments would have a fiscal impact on the City.

Section 3. The ballots for the City special election will conform to the requirements of the Texas Election Code, and shall contain the following propositions that correspond to and summarize each of the proposed measures or charter text amendments set forth in section 4 of this ordinance, which the voters may vote "FOR" or "AGAINST":

PROPOSITION A: Shall the Charter be amended to adopt the Council-Manager form of government?

PROPOSITION B: Shall the Charter be amended to provide Council the power to provide for approval of subdivision plats and to carry out plans for areas destroyed by disaster?

PROPOSITION C: Shall the Charter be amended to require a person to be a resident of the city for at least twelve months immediately preceding their election to the City Council?

PROPOSITION D: Shall the Charter be amended to permit the City Council to appoint a person to fill a vacant Councilmember position within one year of a regular election?

PROPOSITION E: Shall the Charter be amended to permit publication of ordinances, notices and other matters as authorized by State law?

PROPOSITION F: Shall the Charter be amended to require an amendment relating to the administration of the City's finances including requiring earlier submission of budget and publication of the budget as permitted by state law?

PROPOSITION G: Shall the Charter be amended to increase the amount of the City's disaster contingency fund?

PROPOSITION H: Shall the Charter be amended to provide for the contract and purchase of goods and services consistent with state procurement laws?

PROPOSITION I: Shall the Charter be amended to allow the appointment of Councilmembers to serve on boards, commissions and committees where permitted by State law?

**Commented [D02]:** A list of all Boards, Commissions and/or Committees affected by this change will be provided at the City Council meeting.

PROPOSITION J: Shall the Charter be amended to prohibit any City officer or employee from participating in any vote or decision in which the person has a personal interest?

PROPOSITION K: Shall the Charter be amended to require the periodic review of the Charter by a Council appointed Charter Commission?

PROPOSITION L: Shall the Charter be amended to permit the publication of the report of the Charter Review Commission on the City's website?

PROPOSITION M: Shall the Charter be amended to provide for gender neutral terminology and to correct other terms, spelling and capitalization without making any substantive changes?

PROPOSITION N: Shall the Charter be amended to conform to the general laws of the State of Texas?

PROPOSITION O: Shall the Charter be amended to permit Council to renumber and rearrange the sections of the Charter by ordinance?

PROPOSITION P: Shall the Charter be amended to prohibit a former Mayor or Councilmember from holding any compensated appointive office or city employment within ten (10) years after the expiration of the term?

PROPOSITION Q: Shall the Charter be amended to prohibit an active employee from serving on any City board, commission or committee?

PROPOSITION R: Shall the Charter be amended to delete the requirement that the Mayor Pro Tem becomes the Mayor in the event of a vacancy in the office of Mayor?

Section 4. If one or more of the following measures are approved by the voters, the Dickinson City Charter would be amended as follows: [proposed deleted text is shown with ~~strike throughs~~ and proposed added text is underlined]:

**Commented [D03]:** We have determined that it is unlawful for Dickinson to change its election date to November by Charter amendment. Additional information regarding this prohibition will be provided at the City Council meeting.

**TEXT AMENDMENT – FOR PROPOSITION “A” (Council Manager Form of Government)**

**1.02 - Form of government.**

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

**2.01 - General.**

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

- a. To adopt, enact, establish and enforce codes, licenses, ~~and ordinances,~~ policies, and resolutions for the maintenance of good government and the interest and well-being of its inhabitants.

.....

**3.04 – ~~Presiding officer; Mayor and mayor pro tem.~~**

- a. The mayor shall be recognized as the official head of the city government for all ceremonial purposes and by the governor for purposes of military law, but shall have no regular administrative duties such as ordinances, resolutions, conveyances, grant agreements, official plats, contracts, and bonds. ...
- b. The mayor shall ~~have the power to see that all state laws and city laws are effectively enforced, prepare and recommend to [the] city council the annual budget, and~~ perform such other duties as may be required by [the] city council, as specified in this charter, or as required by State law.

**3.06 - Powers of the city council.**

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

- a. ~~Establish, consolidate, or abolish administrative departments and distribute the work of divisions.~~ Appoint and remove the city manager; ...

**3.07 - Prohibitions.**

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

**3.08 - Meetings of the city council.**

- a. [The] city council shall hold at least one (1) regular meeting each month and as many additional meetings as it deems necessary to transact the business of the city. [The] city council shall fix by ordinance the date and time of the regular meetings. Special meetings of [the] city council shall be held at the call of the mayor, the city manager, or ~~a majority of the three (3) councilmembers~~ upon provision of public notice in accordance with state law. All meetings shall be open to the public and shall be held and notice given in accordance with state law as now or hereafter amended, except where executive sessions are authorized by state law. ....
- e. The agenda for the meetings of city council shall be prepared by the ~~mayor~~ city manager, with input from the mayor, and posted by the city secretary in the manner required by state law. Any ~~councilmember~~ member of council may request that an item be placed on the agenda by request to the city manager or council at an open meeting; ~~however, the mayor is not obligated to comply unless such request is timely submitted in writing and signed by three (3) councilmembers. The item shall then be included on the next appropriate agenda.~~

**4.01 - ~~City administrator~~ manager.**

- a. The city council shall hire and appoint the city ~~administrator~~ manager who shall serve as the chief ~~administrative~~ executive officer and head of the administrative branch of city government. The city manager of the city shall serve at the pleasure of the city council. ~~He~~ The city manager need not be a resident of the city when appointed and may reside outside the city only with the approval of the city council.
- b. [The] city council shall fix the compensation of the city ~~administrator~~ manager.
- c. The city ~~administrator~~ manager shall be appointed for an indefinite term, and may be removed by the affirmative vote of four (4) ~~council~~ members of the council. The action of [the] city council in removing the city ~~administrator~~ manager shall be final. [The] city council shall appoint an acting city ~~administrator~~ manager during all vacancies of said office.

d. ~~[The] city manager shall be responsible to the city council may delegate to and confer upon the city administrator those powers and duties as in their judgement may be proper for the proper and efficient administration of all city affairs. The city administrator shall be responsible to the mayor and city council in the performance of such duties and to that end the city manager shall have the power and shall be required to:~~

- appoint and employ and, when necessary for the good of the service, remove all officers and employees of the city except as otherwise provided by this charter and except as the city manager may authorize the head of a department to appoint and remove subordinates in such department;
- prepare the budget annually and submit it to the council and be responsible for its administration after adoption;
- enforce the charter and ordinances;
- control work of all department created by the charter and ordinances;
- attend council meetings;
- keep the council advised as to the financial condition of city, and to prepare and report to the council as of the end of the fiscal year a complete report on the finances and administrative activities of the city for the preceding year;
- execute documents as executive of city;
- appoint assistants and delegate powers to them;
- administer the city's pension and benefits programs;
- conduct investigations as deemed necessary, or as directed by council; and
- perform such other duties assigned by council not inconsistent with this charter.

**4.02 - City secretary.**

a. ~~The mayor city manager shall appoint, subject to the approval of [the] city council, a city secretary, who shall be appointed for an indefinite term, and may be removed by the city manager only with approval action of [the] city council. [The] city council shall fix the compensation of the city secretary. ...~~

**4.03 - Municipal court.**

....

e. The city manager shall appoint the clerk and deputy clerks of the municipal court who shall have the power to administer oaths, affidavits, make certificates, affix the seal of the municipal court, and perform all acts usual and necessary by the clerks of said court, in conducting the business thereof, including but not limited to, the keeping of records and accounts of the municipal court. ...

**4.04 - City attorney.**

...

b. The city attorney shall serve as the legal advisor to the mayor and city council and city manager; represent the city's interests in litigation and legal proceedings as directed by the city council and city manager; review and provide opinions as requested by the mayor or city council or city manager on contracts, legal instruments, ordinances of the city and other items of city business. ...

#### 4.05 - Department of police.

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

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

#### 4.07 - Administrative departments and offices.

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

#### 4.08 - Personnel system.

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

#### 7.14 - Purchasing.

- a. The city council may, by ordinance, give the city administrator manager authority to contract for expenditures without further approval of [the] city council for all budgeted items not exceeding limits set by [the] city council. ... The city council, or city ~~administrator~~ manager in such cases as ~~he~~ the city manager is authorized to contract for the city, shall have the right to reject any and all bids.
- b. Emergency contracts as authorized by law and this charter may be negotiated by the city council or city administrator manager if given authority by [the] city council, without competitive bidding. Such emergency shall be declared by the mayor and approved by [the] city council, or may be declared by [the] city council.

#### 7.15 - Administration of budget.

- a. No payment shall be made or obligation incurred against any allotment or appropriation except in accordance with appropriations duly made unless the city ~~administrator~~ manager or ~~his~~ the city manager's designee first certifies that there is a sufficient unencumbered balance in such allotment or appropriation and that sufficient funds

therefrom are or will be available to cover the claim or meet the obligation when it becomes due and payable. ...

- d. The city ~~administrator~~ manager shall submit a monthly report to [the] city council covering the revenues and expenditures of the city in such form as requested by [the] city council.

**TEXT AMENDMENT – FOR PROPOSITION “B” (Powers of Council)**

**2.02 - Public improvements.**

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

**3.04 – Presiding officer; ~~M~~mayor and mayor pro tem.**

- a. ... ~~The mayor He shall be the presiding officer of the city council with the right to vote on all matters but shall vote only in the case of a tie vote. He shall have the power to veto legislation of city council within three (3) days after passage thereof, but the veto may be overridden by an affirmative vote of four (4) councilmembers at a regular or special meeting occurring within thirty (30) days of the veto.~~ When authorized by [the] city council, the mayor shall sign ~~all~~ official documents, such as ordinances, resolutions, conveyances, grant agreements, official plats, contracts, and bonds.

**3.06 - Powers of the city council.**

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

- f. ~~Adopt~~ Approve or provide for the approval of subdivision plats;
- g. Authorize the issuance of bonds by a bond ordinance; and
- r. Adopt, modify and carry out plans for the replanning, improvement and redevelopment of neighborhoods and for the replanning, reconstruction or redevelopment of any area or district that may have been destroyed in whole or in part by disaster.

**TEXT AMENDMENT – FOR PROPOSITION “C” (Increasing Council Residency)**

**3.02 - Qualifications of members.**

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

~~the law.~~ Failure of a member of the city council to maintain the residency requirement shall result in such office being automatically vacated.

**TEXT AMENDMENT – FOR PROPOSITION “D” (Filling Vacancy)**

**3.05 - Vacancies.**

- e. If a vacancy occurs on city council such vacancy shall be filled, for the remainder of the unexpired term, at a special election held for such purpose. Such election shall be called within one hundred twenty (120) days after such vacancy or vacancies occur. If the remainder of the unexpired term of the vacated office is twelve (12) months or less, then the council is authorized to fill the unexpired term by appointment if the appointment is made within thirty (30) days of the vacancy.

**TEXT AMENDMENT – FOR PROPOSITION “E” (Publication as Authorized by State Law)**

**12.03 - Official newspaper.**

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

**TEXT AMENDMENT – FOR PROPOSITION “F” (Administration of City Finances)**

**7.02 - Submission of budget.**

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

**7.04 - Public hearing on budget.**

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

**TEXT AMENDMENT – FOR PROPOSITION “G” (Increase City Disaster Fund)**

**7.07 - Disaster contingency fund.**

There is established a disaster contingency fund which shall not ~~exceed~~ be less than seven (7) percent of the total current annual budget. Excesses occurring in this fund are to be transferred to the general fund at the end of the current fiscal year. This fund shall be used only in the event of disaster as declared by the mayor. The annual budget may provide for appropriations to this fund not to exceed two (2) percent of the total current budget. This fund shall be carried forward from year to year and shall not be considered an unencumbered fund balance as referred to in 7.06. Expenditures from this fund shall be approved by the city council.

**TEXT AMENDMENT – FOR PROPOSITION “H” (Purchase Goods and Services by State Law)**

**7.14 - Purchasing.**

- a. .... All contracts for expenditures involving more than the limits set by the city council shall be let ~~to the lowest bidder whose submittal is most responsive and most~~

~~advantageous to the needs of the city.~~ in accordance with the provisions of state law.  
There must be an opportunity for competitive bidding as provided by law or ordinance.

**TEXT AMENDMENT – FOR PROPOSITION “I” (Appointments)**

**8.01 - Authority, composition and procedures.**

- a. In addition to a planning and zoning commission, [the] city council shall create, establish or appoint, as may be required by the laws of the State of Texas or this charter, such boards, commissions, and committees as it deems necessary or desirable to carry out the function, duties, accountability and tenure of each board, commission, and committee where such are not prescribed by law or this charter. ....
- d. Members of [the] city council shall not be appointed to any board, commission, or committee created or established by [the] city council other than in an advisory capacity, except as permitted by state law. This does not preclude subcommittees made up entirely of city council members.

**TEXT AMENDMENT – FOR PROPOSITION “J” (Conflicts of Interests)**

**12.15 - Personal interest in city contract.**

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

**TEXT AMENDMENT – FOR PROPOSITION “K” (Periodic Charter Review)**

**12.18 - Charter review commission.**

At least every ten (10) years, the city council ~~may~~ shall appoint a charter review commission of five (5) citizens of the city.

**TEXT AMENDMENT – FOR PROPOSITION “L” (Notice of Charter Review Report)**

**12.18 - Charter review commission.**

- b. [The] city council shall receive any report and have published in a newspaper of general circulation in the city or on the City’s website a summary of all proposed amendments recommended by the final report of the charter review commission. ...

**TEXT AMENDMENT – FOR PROPOSITION “M” (Gender Neutrality and Nonsubstantive Changes)**

**1.06 - Definitions.**

[The following definitions shall apply in this charter:]

*City* —The City of Dickinson.

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

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

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

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

**3.06 Powers of the City Council.**

- h. Adopt and modify and carry out plans in cooperation with the planning and zoning commission for the replanning, improvement, and redevelopment of specific areas of the city;
- i. Adopt and modify and carry out plans in cooperation with the planning and zoning commission for the replanning, reconstruction or redevelopment of any area or district which may have been destroyed in whole or in part by disaster; ...
- m. ~~Shall have the power to~~ License and regulate any business, occupation, profession or trade when authorized by state law; ...
- o. ~~Shall~~ Conduct all business in official meetings held and called pursuant to the provisions of the charter and applicable laws of the State of Texas. Individual members of [the] city council shall have power to act for the city only with specific authorization by [the] city council in an official meeting; ~~and ...~~
- p. ~~Shall~~ Appoint a city tax collector or contract for the collection of city property taxes consistent with the laws of the State of Texas; ...

**3.05 - Vacancies.**

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

**5.03 - Filing for office.**

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

**6.03 - Circulation and form of petitions.**

....

- b. All pages of a petition shall be uniform in size and style and shall be assembled as one (1) instrument for filing. Each signer of a petition must be a registered voter of the city and shall write after his name his address, giving name of street and number, ~~his~~ the person's voter registration number, and shall also write thereon the date ~~his~~ the person's signature was affixed. Petitions shall contain or have attached throughout their circulation the full text of the ordinance proposed or sought to be reconsidered, or in the case of recall petition, a statement which distinctly and specifically states the ground(s) upon which such petition for removal is predicated. If there be more than one (1) ground, the statement shall specifically state each ground with such certainty as to give the officer(s) sought to be removed notice of such matters with which ~~he~~ the officer is charged.
- c. Each page of the petition shall have attached to it, when filed, an affidavit executed by the circulator stating that ~~he~~ the circulator personally circulated the paper, the number of signatures thereon, that all the signatures were affixed in ~~his~~ the circulator's presence, that ~~he~~ the circulator believes them to be genuine signatures of the persons whose names they purport to be, and that each signer had an opportunity before signing to read the full text of the ordinance proposed, or sought to be reconsidered, or the identity of the official whose recall is being sought. ....

**6.07 - Public hearing on recall of elected officers.**

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

**6.09 - Calling of recall election.**

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

**8.01 - Authority, composition and procedures.**

- a. In addition to a planning and zoning commission, [the] city council shall create, establish or appoint, as may be required by the laws of the State of Texas or this charter, such boards, commissions, and committees as it deems necessary or desirable to carry out the

function, duties, accountability and tenure of each board, commission, and committee where such are not prescribed by law or this charter.

**9.02 - Planning and zoning commission.**

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

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

**12.18 Charter Review Commission.**

- a. It shall be the duty of such charter review commission to: ...
- (4) Report its findings and present its proposed amendments, if any, to [the] city council. Any report of the charter review commission shall be delivered to the city attorney at least thirty (30) days prior to its presentation to [the] city council. Within such time, and no later than ten (10) days prior to its presentation to [the] city council, the city attorney shall advise the charter review commission in writing, of any changes in proposed amendments which ~~he~~ the city attorney deems necessary or desirable. A copy of the city attorney's recommendations shall be attached to the report of the charter review commission at the time of its presentation to [the] city council.

**TEXT AMENDMENT – FOR PROPOSITION “N” (Conforming to General Law)**

**1.05 - Disannexation.**

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

**3.11 - Authentication, recording, printing and distribution.**

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

**3.13 - Bonds required.**

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

**12.10 - Notice of claim.**

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

**TEXT AMENDMENT – FOR PROPOSITION “O” (Renumbering)**

**12.19. - Rearrangement and Renumbering.**

The city council shall have the power, by ordinance, to renumber and rearrange all articles, sections, subsections, paragraphs, and subparagraphs of this Charter or any amendments thereto, as it shall deem appropriate.

**TEXT AMENDMENT – FOR PROPOSITION “P”  
(Mayor and Council prohibited as Employees for 10 years)**

**3.07. - Prohibitions.**

- a. Except where authorized by law or by this charter, no mayor or councilmember shall hold any other city office or city employment during his term as mayor or councilmember. No former mayor or councilmember shall hold any compensated appointive office or city employment within ~~one ten (10)~~ ten (10) years after the expiration of his term as mayor or councilmember.

**TEXT AMENDMENT – FOR PROPOSITION “Q” (Active Employees cannot Serve on Boards)**

**8.01. – Authority, composition and procedures.**

- e. Active city employees shall not be appointed to any board, commission, or committee created or established by [the] city council other than in an advisory capacity.

**TEXT AMENDMENT – FOR PROPOSITION “R”  
(Mayor Pro Tem not to become Mayor, if Vacant)**

**~~3.05. – Vacancy.~~**

- ~~d. In the event of a vacancy in the office of the mayor, the mayor pro tem shall become the mayor, thereby vacating his city council position.~~

Section 5. The City Council has determined and estimates that there would be no anticipated fiscal impact to the City of Dickinson if any one or more of the proposed amendments is approved at the election except as follows: |

**Commented [D04]:** This Section will need to be consistent with the 6<sup>th</sup> Whereas on page 1 and also identify any proposed amendments with a fiscal impact on the City.

Section 6. Notice of the election shall be published on the same day in each of two successive weeks, with the first publication occurring before the 14th day of the date of the election. The notice shall be published in substantially the following form:

"NOTICE OF SPECIAL ELECTION-CHARTER AMENDMENTS-CITY OF DICKINSON, TEXAS  
A Special Election will be held on May 2, 2020, 7:00 a.m. to 7:00 p.m. to consider amendments to the home-rule city charter. [There is no anticipated fiscal impact to the City for the other proposed propositions]. The full text of the proposed amendments is online at ci.dickinson.tx.us. The proposed charter amendments are:  
PROPOSITION A: Shall the Charter be amended to adopt the Council-Manager form of government?  
PROPOSITION B: Shall the Charter be amended by to provide council to the powers to provide for approval of subdivision plats, to authorize issuance of bonds, and to carry out plans for areas destroyed by disaster?  
PROPOSITION C: Shall the Charter be amended to require a person to be a resident of the city for at least twelve months immediately preceding their election to the city council?  
PROPOSITION D: Shall the Charter be amended to permit the City Council to appoint a person to fill a vacant councilmember position within one year of a regular election?  
PROPOSITION E: Shall the Charter be amended to permit the publication of ordinances, notices and other matters as authorized by State law?  
PROPOSITION F: Shall the Charter be amended to require an amendment relating to the administration of the City's finances including requiring earlier submission of budget and publication of the budget as permitted by state law?  
PROPOSITION G: Shall the Charter be amended to increase the amount of the City's disaster contingency fund?  
PROPOSITION H: Shall the Charter be amended to provide for the contract and purchase of goods and services consistent with state procurement laws?  
PROPOSITION I: Shall the Charter be amended to allow the appointment of members of council to serve on boards, commissions and committees where permitted by state law?  
PROPOSITION J: Shall the Charter be amended to prohibit any city officer or employee from participating in any vote or decision in which the person has a personal interest?  
PROPOSITION K: Shall the Charter be amended to require the periodic review of the Charter by a council appointed charter commission?  
PROPOSITION L: Shall the Charter be amended to permit the publication of the report of the charter review commission on the City's website?  
PROPOSITION M: Shall the Charter be amended to provide for gender neutral terminology and to correct other terms, spelling and capitalization without making any substantive changes?  
PROPOSITION N: Shall the Charter be amended to conform to the general laws of the State of Texas?.  
PROPOSITION O: Shall the Charter be amended to permit Council to renumber and rearrange the sections of the Charter by ordinance?  
PROPOSITION P: Shall the Charter be amended to prohibit a former Mayor or Councilmember from holding any compensated appointive office or city employment within one (10) year after the expiration of the term?  
PROPOSITION Q: Shall the Charter be amended to prohibit an active employee from serving on any City board, commission or committee?  
PROPOSITION R: Shall the Charter be amended to delete the requirement that the Mayor Pro Tem becomes the Mayor in the event of a vacancy in the office of Mayor?

**Commented [D05]:** We will need to be consistent with fiscal impact on the City.

Section 7. 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 8. 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 9. 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 10. Said election shall be held in accordance with the TEXAS ELECTION CODE and the Federal Voting Rights Act of 1965, as amended.

Section 11. This Ordinance shall become effective immediately upon its passage.

**PASSED AND APPROVED** on first reading the \_\_\_\_ day of \_\_\_\_\_, 2020.

**PASSED AND APPROVED** on second reading the \_\_\_\_ day of \_\_\_\_\_, 2020.

**PASSED, APPROVED, AND ADOPTED** on third and final reading this the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Julie Masters, Mayor  
City of Dickinson, Texas

ATTEST:

APPROVED AS TO FORM AND CONTENT:

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

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

# **ITEM 12**

## **Executive Session**

# **ITEM 13**

**Reconvene**

# **ITEM 14**

**Matters Discussed in  
Executive Session**

# **ITEM 15**

**Adjourn**

**FYI**

## Summary of Task Work Authorizations (TWA) 1 & 1A

Item		Bid Item Quantity	Unit	Unit Price	Bid Item Value (\$)	Total Quantities to Date	Total Value of Work Completed to Date	% Comp	Delta
Bid Item No.	Description								
	<b>MOBILIZATION PROJECT 1</b>				<b>\$ 37,500.00</b>		<b>\$ 37,500.00</b>		\$ -
1	Site Preparation including MOB, Bonds, Insurance, Permits, Erosion Control	1	LS	\$37,500.00	\$ 37,500.00	1.00	\$ 37,500.00	100.00%	\$ -
	<b>FROST WOOD DRAINAGE PROJECT 2 - WTA (1)</b>				<b>\$ 19,300.00</b>		<b>\$ 19,300.00</b>		\$ -
2	Traffic Control and Regulation	1	LS	\$500.00	\$ 500.00	1.00	\$ 500.00	100.00%	\$ -
3	Storm Water Pollution Prevention Plan Best Management Practices	1	LS	\$400.00	\$ 400.00	1.00	\$ 400.00	100.00%	\$ -
6	Removing Reinforced Concrete Pavement 6" depth	20	SY	\$10.00	\$ 200.00	20.00	\$ 200.00	100.00%	\$ -
7	Sawcut Reinforced Concrete Paving, Full Depth, 6" Maximum Depth	60	LF	\$10.00	\$ 600.00	60.00	\$ 600.00	100.00%	\$ -
13	Cement Stabilized Sand, 6" Depth	25	SY	\$20.00	\$ 500.00	25.00	\$ 500.00	100.00%	\$ -
18	Reinforced Concrete Paving, 6" Depth with #4bars at 18" on center each way	20	SY	\$50.00	\$ 1,000.00	20.00	\$ 1,000.00	100.00%	\$ -
24	Reinforced Concrete Pipe, 24" Diameter, Rubber Gasketed	55	LF	\$60.00	\$ 3,300.00	55.00	\$ 3,300.00	100.00%	\$ -
28	Type "C" Inlet, 4' - 4" width	4	EA	\$3,000.00	\$ 12,000.00	4.00	\$ 12,000.00	100.00%	\$ -
29	Connection of Storm Water Pipe to Manhole, Inlete or Junction Box	4	EA	\$200.00	\$ 800.00	4.00	\$ 800.00	100.00%	\$ -
	<b>FROST WOOD DRAINAGE PROJECT 2 - WTA (1A)</b>				<b>\$ 2,282.50</b>		<b>\$ 2,282.50</b>		\$ -
31	Existing Inlet Removal	2	EA	\$1,000.00	\$ 2,000.00	2.00	\$ 2,000.00	100.00%	\$ -
23	Trench Excavation Protection	55	LF	\$1.50	\$ 82.50	55.00	\$ 82.50	100.00%	\$ -
32	6" Concrete Driveway (#4 re-bar @ 18" Centers both ways)	20	SY	\$60.00	\$ 1,200.00	20.00	\$ 1,200.00	100.00%	\$ -
18	Reinforced Concrete Paving, 6" Depth with #4bars at 18" on center each way	-20	SY	\$50.00	\$ (1,000.00)	(20.00)	\$ (1,000.00)	100.00%	\$ -
	<b>LONGSHADOW PAVING IMPROVEMENTS PROJECT 3 - WTA (1)</b>				<b>\$ 445,885.00</b>		<b>\$ 435,385.00</b>		<b>\$ (10,500.00)</b>
2	Traffic Control and Regulation	1	LS	\$7,500.00	\$ 7,500.00	1.00	\$ 7,500.00	100.00%	\$ -
3	Storm Water Pollution Prevention Plan Best Management Practices	1	LS	\$6,000.00	\$ 6,000.00	1.00	\$ 6,000.00	100.00%	\$ -
5	Removing Base and Asphalt Pavement	935	CY	\$18.00	\$ 16,830.00	935.00	\$ 16,830.00	100.00%	\$ -
6	Removing Reinforced Concrete Pavement 6" depth	738	SY	\$10.00	\$ 7,380.00	738.00	\$ 7,380.00	100.00%	\$ -
7	Sawcut Reinforced Concrete Paving, Full Depth, 6" Maximum Depth	660	LF	\$10.00	\$ 6,600.00	979.00	\$ 9,790.00	148.33%	\$ 3,190.00
8	Desilt Roadside Ditch	975	CY	\$15.00	\$ 14,625.00	975.00	\$ 14,625.00	100.00%	\$ -
13	Cement Stabilized Sand, 6" Depth	660	SY	\$20.00	\$ 13,200.00	660.00	\$ 13,200.00	100.00%	\$ -
14	Lime	178	TON	\$185.00	\$ 32,930.00	104.00	\$ 19,240.00	58.43%	\$ (13,690.00)
15	Lime Treated Subgrade, 6" Depth, 8% lime by dry weight	6,260	SY	\$5.00	\$ 31,300.00	6,260.00	\$ 31,300.00	100.00%	\$ -
18	Reinforced Concrete Paving, 6" Depth with #4bars at 18" on center each way	5,600	SY	\$50.00	\$ 280,000.00	5,600.00	\$ 280,000.00	100.00%	\$ -
19	Construction Joint, 5" x 3/4" Redwood with 18" long, 3/4" Dowels	640	LF	\$6.00	\$ 3,840.00	640.00	\$ 3,840.00	100.00%	\$ -
24	Reinforced Concrete Pipe, 24" Diameter, Rubber Gasketed	428	LF	\$60.00	\$ 25,680.00	428.00	\$ 25,680.00	100.00%	\$ -
	<b>LONGSHADOW PAVING IMPROVEMENTS PROJECT 3 - WTA (1A)</b>				<b>\$ 80,360.00</b>		<b>\$ 88,790.00</b>		<b>\$ 8,430.00</b>
30	Culvert Removal	623	LF	\$20.00	\$ 12,460.00	659.00	\$ 13,180.00	105.78%	\$ 720.00
32	6" Concrete Driveway (#4 re-bar @ 18" Centers both ways)	785	SY	\$60.00	\$ 47,100.00	932.00	\$ 55,920.00	118.73%	\$ 8,820.00
6	Removing Reinforced Concrete Pavement 6" depth	44	SY	\$10.00	\$ 440.00	191.00	\$ 1,910.00	434.09%	\$ 1,470.00
24	Reinforced Concrete Pipe, 24" Diameter, Rubber Gasketed	195	LF	\$60.00	\$ 11,700.00	158.00	\$ 9,480.00	81.03%	\$ (2,220.00)
25	Reinforced Concrete Pipe, 30" Diameter, Rubber Gasketed	45	LF	\$80.00	\$ 3,600.00	45.00	\$ 3,600.00	100.00%	\$ -
13	Cement Stabilized Sand, 6" Depth	303	SY	\$20.00	\$ 6,060.00	285.00	\$ 5,700.00	94.06%	\$ (360.00)
7	Sawcut Reinforced Concrete Paving, Full Depth, 6" Maximum Depth	-100	LF	\$10.00	\$ (1,000.00)	(100.00)	\$ (1,000.00)	100.00%	\$ -
	<b>BAYOU CREST SUBDIVISION CULVERT REPLACEMENT &amp; DRAINAGE WORK PROJECT 4 - WTA (1)</b>				<b>\$ 125,262.00</b>		<b>\$ 103,412.00</b>		<b>\$ (21,850.00)</b>
2	Traffic Control and Regulation	1	LS	\$5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	100.00%	\$ -
5	Remove Base and Asphalt Pavement	569	CY	\$18.00	\$ 10,242.00	569.00	\$ 10,242.00	100.00%	\$ -
6	Remove Reinforced Concrete Pavement 6" Depth	427	SY	\$10.00	\$ 4,270.00	375.00	\$ 3,750.00	87.82%	\$ (520.00)
7	Sawcut Reinforced Concrete Paving, Full Depth, 6" Maximum Depth	1,280	LF	\$10.00	\$ 12,800.00	893.00	\$ 8,930.00	69.77%	\$ (3,870.00)
8	Desilt Roadside Ditch	500	CY	\$15.00	\$ 7,500.00	375.00	\$ 5,625.00	75.00%	\$ (1,875.00)
13	Cement Stabilized Sand, 6" Depth	853	SY	\$20.00	\$ 17,060.00	706.00	\$ 14,120.00	82.77%	\$ (2,940.00)
18	Reinforced Concrete Paving, 6" Depth with #4bars at 18" on center each way	427	SY	\$50.00	\$ 21,350.00	427.00	\$ 21,350.00	100.00%	\$ -
19	Construction Joint, 5" x 3/4" Redwood with 18" long, 3/4" Dowels	1,280	LF	\$6.00	\$ 7,680.00	300.00	\$ 1,800.00	23.44%	\$ (5,880.00)
23	Trench Excavation Protection	640	LF	\$1.50	\$ 960.00	530.00	\$ 795.00	82.81%	\$ (165.00)
24	Reinforced Concrete Pipe, 24" Diameter, Rubber Gasketed	640	LF	\$60.00	\$ 38,400.00	530.00	\$ 31,800.00	82.81%	\$ (6,600.00)
	<b>BAYOU CREST SUBDIVISION CULVERT REPLACEMENT &amp; DRAINAGE WORK PROJECT 4 - WTA (1A)</b>				<b>\$ 6,828.00</b>		<b>\$ 3,108.00</b>		<b>\$ (3,720.00)</b>
30	Culvert Removal	640	LF	\$20.00	\$ 12,800.00	610.00	\$ 12,200.00	95.31%	\$ (600.00)
32	6" Concrete Driveway (#4 re-bar @ 18" Centers both ways)	427	SY	\$60.00	\$ 25,620.00	375.00	\$ 22,500.00	87.82%	\$ (3,120.00)
18	Reinforced Concrete Paving, 6" Depth with #4bars at 18" on center each way	-427	SY	\$50.00	\$ (21,350.00)	(427.00)	\$ (21,350.00)	100.00%	\$ -
5	Removing Base and Asphalt Pavement	-569	CY	\$18.00	\$ (10,242.00)	(569.00)	\$ (10,242.00)	100.00%	\$ -
	<b>BAYOU CREST SUBDIVISION CROSSOVER CULVERTS PROJECT 5 - WTA (1)</b>				<b>\$ 35,815.00</b>		<b>\$ 12,315.00</b>		<b>\$ (23,500.00)</b>
2	Traffic Control and Regulation	1	LS	\$500.00	\$ 500.00	1.00	\$ 500.00	100.00%	\$ -
3	Storm Water Pollution Prevention Plan Best Management Practices	1	LS	\$400.00	\$ 400.00	1.00	\$ 400.00	100.00%	\$ -
5	Remove Base and Asphalt Pavement	80	CY	\$18.00	\$ 1,440.00	80.00	\$ 1,440.00	100.00%	\$ -
8	Desilt Roadside Ditch	10	CY	\$15.00	\$ 150.00	10.00	\$ 150.00	100.00%	\$ -
9	Asphaltic Concrete Paving (ACP), Type D, 2" Depth	70	SY	\$13.00	\$ 910.00	70.00	\$ 910.00	100.00%	\$ -
12	Black Base, Type B, 8" Depth	70	SY	\$36.00	\$ 2,520.00	70.00	\$ 2,520.00	100.00%	\$ -
13	Cement Stabilized Sand, 6" Depth	35	SY	\$20.00	\$ 700.00	35.00	\$ 700.00	100.00%	\$ -
23	Trench Excavation Protection	330	LF	\$1.50	\$ 495.00	330.00	\$ 495.00	100.00%	\$ -
24	Reinforced Concrete Pipe, 24" Diameter, Rubber Gasketed	80	LF	\$60.00	\$ 4,800.00	80.00	\$ 4,800.00	100.00%	\$ -
25	Reinforced Concrete Pipe, 30" Diameter, Rubber Gasketed	250	LF	\$80.00	\$ 20,000.00		\$ -		\$ (20,000.00)
27	Storm Sewer Manhole Type "C" with cover, max depth of six (6') feet	1	EA	\$3,500.00	\$ 3,500.00		\$ -		\$ (3,500.00)
29	Connection of Storm Water Pipe to Manhole, Inlete or Junction Box	2	EA	\$200.00	\$ 400.00	2.00	\$ 400.00	100.00%	\$ -
	<b>SHERWOOD OAKS INLET REPLACEMENT PROJECT 6 - WTA (1)</b>				<b>\$ 7,450.00</b>		<b>\$ 7,450.00</b>		\$ -
2	Traffic Control and Regulation	1	LS	\$500.00	\$ 500.00	1.00	\$ 500.00	100.00%	\$ -
3	Storm Water Pollution Prevention Plan Best Management Practices	1	LS	\$400.00	\$ 400.00	1.00	\$ 400.00	100.00%	\$ -
18	Reinforced Concrete Paving, 6" Depth with #4bars at 18" on center each way	3	SY	\$50.00	\$ 150.00	3.00	\$ 150.00	100.00%	\$ -
28	Type "C" Inlet, 4' - 4" width	2	EA	\$3,000.00	\$ 6,000.00	2.00	\$ 6,000.00	100.00%	\$ -
29	Connection of Storm Water Pipe to Manhole, Inlete or Junction Box	2	EA	\$200.00	\$ 400.00	2.00	\$ 400.00	100.00%	\$ -
	<b>SHERWOOD OAKS INLET REPLACEMENT PROJECT 6 - WTA (2)</b>				<b>\$ 2,000.00</b>		<b>\$ 2,000.00</b>		\$ -
31	Existing Inlet Removal	2	EA	\$1,000.00	\$ 2,000.00	2.00	\$ 2,000.00	100.00%	\$ -
	<b>TASK WORK AUTHORIZATION (TWA) No. 1</b>				<b>\$ 671,212.00</b>		<b>\$ 615,362.00</b>		<b>\$ (55,850.00)</b>
	<b>TASK WORK AUTHORIZATION (TWA) No. 1A</b>				<b>\$ 91,470.50</b>		<b>\$ 96,180.50</b>		<b>\$ 4,710.00</b>
	<b>TASK WORK AUTHORIZATION (TWA) No. 1 &amp; 1A</b>				<b>\$ 762,682.50</b>		<b>\$ 711,542.50</b>		<b>\$ (51,140.00)</b>

## Summary of Task Work Authorization (TWA) 2

Bid Item No.	Item Description	Bid Item Quantity	Unit	Unit Price	Bid Item Value (\$)	Total Quantities to Date	Total Value of Work Completed & Stored to Date	% Comp	Delta
<b>LONGSHADOW DRAINAGE OUTFALL - WTA (2)</b>					<b>\$ 71,097.00</b>		<b>\$ 74,697.00</b>		<b>\$ 3,600.00</b>
1	Site Preparation including MOB, Bonds, Insurance, Permits, Erosion Control	1	LS	\$2,000.00	\$ 2,000.00	1.00	\$ 2,000.00	100.00%	\$ -
3	Storm Water Pollution Prevention Plan Best Management Practices	1	LS	\$1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	100.00%	\$ -
6	Removing Reinforced Concrete Pavement 6" depth	180	SY	\$10.00	\$ 1,800.00	180.00	\$ 1,800.00	100.00%	\$ -
7	Sawcut Reinforced Concrete Paving, Full Depth, 6" Maximum Depth	40	LF	\$10.00	\$ 400.00	40.00	\$ 400.00	100.00%	\$ -
19	Construction Joint, 5" x 3/4" Redwood with 18" long, 3/4" Dowels	90	LF	\$6.00	\$ 540.00	90.00	\$ 540.00	100.00%	\$ -
23	Trench Excavation Protection	278	LF	\$1.50	\$ 417.00	278.00	\$ 417.00	100.00%	\$ -
24	Reinforced Concrete Pipe, 24" Diameter, Rubber Gasketed	556	LF	\$60.00	\$ 33,360.00	556.00	\$ 33,360.00	100.00%	\$ -
32	6" Concrete Driveway (#4 re-bar @ 18" Centers both ways)	193	SY	\$60.00	\$ 11,580.00	253.00	\$ 15,180.00	131.09%	\$ 3,600.00
35	Pre-cast 30" x 30" Catch Basin	2	EA	\$3,000.00	\$ 6,000.00	2.00	\$ 6,000.00	100.00%	\$ -
36	Pre-cast 36" x 36" Catch Basin	2	EA	\$3,000.00	\$ 6,000.00	2.00	\$ 6,000.00	100.00%	\$ -
37	Pre-cast 36" x 36" Junction Box	2	EA	\$3,000.00	\$ 6,000.00	2.00	\$ 6,000.00	100.00%	\$ -
38	RCP Joint by Concrete Diaper	2	EA	\$1,000.00	\$ 2,000.00	2.00	\$ 2,000.00	100.00%	\$ -
<b>WINDING WAY DRAINAGE DITCHES - WTA 2</b>					<b>\$ 13,000.00</b>		<b>\$ -</b>		<b>\$ (13,000.00)</b>
1	Site Preparation including MOB, Bonds, Insurance, Permits, Erosion Control	1	LS	\$2,000.00	\$ 2,000.00		\$ -		\$ (2,000.00)
2	Traffic Control and Regulation	1	LS	\$1,000.00	\$ 1,000.00		\$ -		\$ (1,000.00)
3	Storm Water Pollution Prevention Plan Best Management Practices	1	LS	\$2,500.00	\$ 2,500.00		\$ -		\$ (2,500.00)
8	Desilt Roadside Ditch	500	CY	\$15.00	\$ 7,500.00		\$ -		\$ (7,500.00)
<b>46TH AND ST. GOAR - WTA 2</b>					<b>\$ 70,571.00</b>		<b>\$ 23,186.00</b>		<b>\$ (47,385.00)</b>
1	Site Preparation including MOB, Bonds, Insurance, Permits, Erosion Control	1	LS	\$2,000.00	\$ 2,000.00	1.00	\$ 2,000.00	100.00%	\$ -
2	Traffic Control and Regulation	1	LS	\$4,000.00	\$ 4,000.00	1.00	\$ 4,000.00	100.00%	\$ -
3	Storm Water Pollution Prevention Plan Best Management Practices	1	LS	\$4,000.00	\$ 4,000.00	1.00	\$ 4,000.00	100.00%	\$ -
5	Remove Base and Asphalt Pavement	207	CY	\$18.00	\$ 3,726.00	207.00	\$ 3,726.00	100.00%	\$ -
6	Removing Reinforced Concrete Pavement 6" depth	60	SY	\$10.00	\$ 600.00	60.00	\$ 600.00	100.00%	\$ -
7	Sawcut Reinforced Concrete Paving, Full Depth, 6" Maximum Depth	160	LF	\$10.00	\$ 1,600.00	160.00	\$ 1,600.00	100.00%	\$ -
9	Asphaltic Concrete Paving (ACP), Type D, 2" Depth	35	SY	\$13.00	\$ 455.00		\$ -		\$ (455.00)
14	Lime	15	TON	\$185.00	\$ 2,775.00		\$ -		\$ (2,775.00)
15	Lime Treated Subgrade, 6" Depth, 8% lime by dry weight	621	SY	\$5.00	\$ 3,105.00		\$ -		\$ (3,105.00)
18	Reinforced Concrete Paving, 6" Depth with #4bars at 18" on center each way	580	SY	\$50.00	\$ 29,000.00		\$ -		\$ (29,000.00)
19	Construction Joint, 5" x 3/4" Redwood with 18" long, 3/4" Dowels	160	LF	\$6.00	\$ 960.00		\$ -		\$ (960.00)
20	Reinforced Concrete Curb, 6" height with #3 bar continuous and #3 dowel at 18" on center	202	LF	\$5.00	\$ 1,010.00		\$ -		\$ (1,010.00)
24	Reinforced Concrete Pipe, 24" Diameter, Rubber Gasketed	70	LF	\$60.00	\$ 4,200.00		\$ -		\$ (4,200.00)
28	Type "C" Inlet, 4' - 4" width	2	EA	\$3,000.00	\$ 6,000.00	2.00	\$ 6,000.00	100.00%	\$ -
30	Culvert Removal	63	LF	\$20.00	\$ 1,260.00	63.00	\$ 1,260.00	100.00%	\$ -
32	6" Concrete Driveway (#4 re-bar @ 18" Centers both ways)	48	SY	\$60.00	\$ 2,880.00		\$ -		\$ (2,880.00)
34	Inlet Top Replacement	2	EA	\$1,500.00	\$ 3,000.00		\$ -		\$ (3,000.00)
<b>OAK DRIVE - WTA 2</b>					<b>\$ 183,258.00</b>		<b>\$ 187,713.00</b>		<b>\$ 4,455.00</b>
1	Site Preparation including MOB, Bonds, Insurance, Permits, Erosion Control	1	LS	\$2,000.00	\$ 2,000.00	1.00	\$ 2,000.00	100.00%	\$ -
2	Traffic Control and Regulation	1	LS	\$4,000.00	\$ 4,000.00	1.00	\$ 4,000.00	100.00%	\$ -
3	Storm Water Pollution Prevention Plan Best Management Practices	1	LS	\$4,000.00	\$ 4,000.00	1.00	\$ 4,000.00	100.00%	\$ -
6	Remove Reinforced Concrete Pavement 6" Depth	2,059	SY	\$10.00	\$ 20,590.00	2,130.00	\$ 21,300.00	103.45%	\$ 710.00
7	Sawcut Reinforced Concrete Paving, Full Depth, 6" Maximum Depth	322	LF	\$10.00	\$ 3,220.00	322.00	\$ 3,220.00	100.00%	\$ -
14	Lime	51	TON	\$185.00	\$ 9,435.00	51.00	\$ 9,435.00	100.00%	\$ -
15	Lime Treated Subgrade, 6" Depth, 8% lime by dry weight	1,933	SY	\$5.00	\$ 9,665.00	2,036.00	\$ 10,180.00	105.33%	\$ 515.00
18	Reinforced Concrete Paving, 6" Depth with #4bars at 18" on center each way	1,793	SY	\$50.00	\$ 89,650.00	1,896.00	\$ 94,800.00	105.74%	\$ 5,150.00
19	Construction Joint, 5" x 3/4" Redwood with 18" long, 3/4" Dowels	536	LF	\$6.00	\$ 3,216.00	536.00	\$ 3,216.00	100.00%	\$ -
20	Reinforced Concrete Curb, 6" height with #3 bar continuous and #3 dowel at 18" on center	827	LF	\$5.00	\$ 4,135.00	827.00	\$ 4,135.00	100.00%	\$ -
23	Trench Excavation Protection	98	LF	\$1.50	\$ 147.00	98.00	\$ 147.00	100.00%	\$ -
24	Reinforced Concrete Pipe, 24" Diameter, Rubber Gasketed	28	LF	\$60.00	\$ 1,680.00	28.00	\$ 1,680.00	100.00%	\$ -
25	Reinforced Concrete Pipe, 30" Diameter, Rubber Gasketed	70	LF	\$80.00	\$ 5,600.00	70.00	\$ 5,600.00	100.00%	\$ -
28	Type "C" Inlet, 4' - 4" width	2	EA	\$3,000.00	\$ 6,000.00	2.00	\$ 6,000.00	100.00%	\$ -
30	Culvert Removal	98	LF	\$20.00	\$ 1,960.00	98.00	\$ 1,960.00	100.00%	\$ -
31	Existing Inlet Removal	2	EA	\$1,000.00	\$ 2,000.00	2.00	\$ 2,000.00	100.00%	\$ -
32	6" Concrete Driveway (#4 re-bar @ 18" Centers both ways)	266	SY	\$60.00	\$ 15,960.00	234.00	\$ 14,040.00	87.97%	\$ (1,920.00)
<b>WOODLAWN DRIVE - WTA 2</b>					<b>\$ 214,094.00</b>		<b>\$ 191,005.00</b>		<b>\$ (23,089.00)</b>
1	Site Preparation including MOB, Bonds, Insurance, Permits, Erosion Control	1	LS	\$2,000.00	\$ 2,000.00	1.00	\$ 2,000.00	100.00%	\$ -
2	Traffic Control and Regulation	1	LS	\$4,000.00	\$ 4,000.00	1.00	\$ 4,000.00	100.00%	\$ -
3	Storm Water Pollution Prevention Plan Best Management Practices	1	LS	\$4,000.00	\$ 4,000.00	1.00	\$ 4,000.00	100.00%	\$ -
6	Remove Reinforced Concrete Pavement 6" Depth	2,438	SY	\$10.00	\$ 24,380.00	2,123.00	\$ 21,230.00	87.08%	\$ (3,150.00)
7	Sawcut Reinforced Concrete Paving, Full Depth, 6" Maximum Depth	334	LF	\$10.00	\$ 3,340.00	334.00	\$ 3,340.00	100.00%	\$ -
14	Lime	54	TON	\$185.00	\$ 9,990.00	54.00	\$ 9,990.00	100.00%	\$ -
15	Lime Treated Subgrade, 6" Depth, 8% lime by dry weight	2,145	SY	\$5.00	\$ 10,725.00	2,036.00	\$ 10,180.00	94.92%	\$ (545.00)
18	Reinforced Concrete Paving, 6" Depth with #4bars at 18" on center each way	1,897	SY	\$50.00	\$ 94,850.00	1,896.00	\$ 94,800.00	99.95%	\$ (50.00)
19	Construction Joint, 5" x 3/4" Redwood with 18" long, 3/4" Dowels	575	LF	\$6.00	\$ 3,450.00	536.00	\$ 3,216.00	93.22%	\$ (234.00)
20	Reinforced Concrete Curb, 6" height with #3 bar continuous and #3 dowel at 18" on center	827	LF	\$5.00	\$ 4,135.00	827.00	\$ 4,135.00	100.00%	\$ -
23	Trench Excavation Protection	296	LF	\$1.50	\$ 444.00	116.00	\$ 174.00	39.19%	\$ (270.00)
24	Reinforced Concrete Pipe, 24" Diameter, Rubber Gasketed	28	LF	\$60.00	\$ 1,680.00	28.00	\$ 1,680.00	100.00%	\$ -
25	Reinforced Concrete Pipe, 30" Diameter, Rubber Gasketed	88	LF	\$80.00	\$ 7,040.00	88.00	\$ 7,040.00	100.00%	\$ -
30	Culvert Removal	180	LF	\$20.00	\$ 3,600.00	180.00	\$ 3,600.00	100.00%	\$ -
31	Existing Inlet Removal	2	EA	\$1,000.00	\$ 2,000.00	2.00	\$ 2,000.00	100.00%	\$ -
32	6" Concrete Driveway (#4 re-bar @ 18" Centers both ways)	541	SY	\$60.00	\$ 32,460.00	227.00	\$ 13,620.00	41.96%	\$ (18,840.00)
33	Modified Type "B-B" Inlet	2	EA	\$3,000.00	\$ 6,000.00	2.00	\$ 6,000.00	100.00%	\$ -
<b>CHANGE ORDER #1 - LONGSHADOW OUTFALL</b>					<b>\$ 8,780.00</b>		<b>\$ 8,780.00</b>		<b>\$ -</b>
CO1.1	CIP Junction Box @ Longshadow Outfall	1	EA	\$4,000.00	\$ 4,000.00	1.00	\$ 4,000.00	100.00%	\$ -
CO1.2	Sanitary Service @ 5407 Longshadow	70	LF	\$25.00	\$ 1,750.00	70.00	\$ 1,750.00	100.00%	\$ -
CO1.3	Sloped Paving	203	SF	\$10.00	\$ 2,030.00	203.00	\$ 2,030.00	100.00%	\$ -
CO1.4	Water Service Adjustment for Sloped Paving	2	EA	\$500.00	\$ 1,000.00	2.00	\$ 1,000.00	100.00%	\$ -
CO1.5	Furnish and Install Hydromulch		AC	\$2,000.00	\$ -		\$ -		\$ -
CO1.6	Furnish and Install Sod		SY	\$5.00	\$ -		\$ -		\$ -
<b>TASK WORK AUTHORIZATION (TWA) No. 2</b>					<b>\$ 560,800.00</b>		<b>\$ 485,381.00</b>		<b>\$ (75,419.00)</b>