

**August 25, 2020  
City Council  
Regular Meeting  
7:00 p.m.**



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

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

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

**August 25, 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, August 25, 2020, at 7:00 p.m.** at: 4403 Highway 3, Dickinson, Texas 77539 for the purpose of considering the following numbered items.

In accordance with order of the Office of the Governor issued March 16, 2020, the City Council of the City of Dickinson, Texas will **conduct the meeting by telephone and online video conference** in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of the Coronavirus (COVID-19).

**The public may use any of the following toll-free dial-in numbers to participate telephonically in the meetings: 877-853-5257, 888-475-4499, 833-548-0276, or 833-548-0282 Meeting ID: 936 0668 8208, Passcode 77539.**

**The public may use the following Uniform Resource Locator (URL) to participate by video conference in the meetings: <https://zoom.us/j/93606688208> Meeting ID: 936 0668 8208, Passcode 77539.**

The City Council of the City of Dickinson, Texas, reserves the right to meet in a closed session on any of the below items should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

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

**ITEM 2.) INVOCATION**

**ITEM 3.) PLEDGE OF ALLEGIANCE**

**ITEM 4.) PROCLAMATIONS**

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

A. Council Comments.

**ITEM 6.) REPORTS:**

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

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

- C. City Administrator's Report and Update on Public Works Projects (City Administrator Chris Heard).

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

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

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

- A. Approval of the Minutes of the Council Special Workshop Meeting of August 11, 2020.
- B. Approval of the Minutes of the Regular Council Meeting of August 11, 2020.
- C. Approval of the Minutes of the Special Council Meeting of August 17, 2020.
- D. Resolution Number XXX-2020 – **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, PROVIDING FOR THE REAPPOINTMENT OF DICK H. GREGG, III, AS MUNICIPAL COURT JUDGE; ESTABLISHING THE TERMS AND CONDITIONS FOR THE PROVISION OF MUNICIPAL COURT JUDGE SERVICES; PROVIDING FOR THE INCORPORATION OF PREMISES; AND PROVIDING AN EFFECTIVE DATE.**
- E. Resolution Number XXX-2020 – **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, PROVIDING FOR THE REAPPOINTMENT OF KATHLEEN MCCUMBER AS AN ALTERNATE MUNICIPAL COURT JUDGE; ESTABLISHING THE TERMS AND CONDITIONS FOR THE PROVISION OF ALTERNATE MUNICIPAL COURT JUDGE SERVICES; PROVIDING FOR THE INCORPORATION OF PREMISES; AND PROVIDING AN EFFECTIVE DATE.**
- F. Resolution Number XXX-2020 – **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, PROVIDING FOR THE REAPPOINTMENT OF J. T. 'TED' MORA, JR. AS AN ALTERNATE MUNICIPAL COURT JUDGE; ESTABLISHING THE TERMS AND CONDITIONS FOR THE PROVISION OF ALTERNATE MUNICIPAL COURT JUDGE SERVICES; PROVIDING FOR THE INCORPORATION OF PREMISES; 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, AWARING REQUEST FOR PROPOSAL #2005 FOR GRANT SERVICES TO PUBLIC MANAGEMENT, INC.;** AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ANY AND ALL DOCUMENTS AUTHORIZING 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, APPROVING AN AGREEMENT WITH HUITT-ZOLLARS, INC. FOR ENGINEERING SERVICES IN CONNECTION WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION (CDBG-MIT) FUND OF THE TEXAS GENERAL LAND OFFICE, HAZARD MITIGATION GRANT PROGRAM (HMGP) OF THE TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM);** 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 11.) CONDUCT A PUBLIC HEARING CONCERNING:** Zoning Case **SUP 2020-0470**, A Request for a Specific Use Permit On Approximately 2.001 Acres, for a “Restaurant That Serves Alcohol” and a “Restaurant That Has a Drive-Through Window” in the “NC” (Neighborhood Commercial) Zoning District, Legally Described As Dickinson Crossing (2006) Abstract 19, Lot A, 2.001 Acres, Generally Located South of FM 517 and West of Evergreen, With the Address Being 628 FM 517 W, Dickinson, Texas 77539.

- A. Staff Presentation
- B. Applicant’s Statement
- C. Those in Favor
- D. Those Opposed
- E. Applicant Rebuttal
- F. Adjourn Public Hearing

**ITEM 12.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance Number XXX-2020 (Zoning Case SUP 2020-0470) – **AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NUMBER 420-2001, AS HERETOFORE AMENDED, TO GRANT SPECIFIC USE PERMIT NUMBER SUP 2020-0470 ALLOWING THE APPLICANT TO USE THE PROPERTY FOR A RESTAURANT THAT SERVES ALCOHOL AND A RESTAURANT THAT HAS A DRIVE-THROUGH WINDOW; SUCH PROPERTY BEING LEGALLY DESCRIBED AS ± 2.001 ACRES IN DICKINSON CROSSING (2006) ABSTRACT 19, LOT A, 2.001 ACRES, MORE COMMONLY KNOWN AS 628 FM 517 WEST, GENERALLY**

LOCATED SOUTH OF FM 517 AND WEST OF EVERGREEN IN THE CITY OF DICKINSON, GALVESTON COUNTY, TEXAS, PRESENTLY ZONED NEIGHBORHOOD COMMERCIAL (“NC”); PROVIDING FOR THE INCORPORATION OF PREAMBLE; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION HEREOF; AND PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE. (First of Three Readings)

**ITEM 13.) EXECUTIVE SESSION:** The City Council will now hold a closed executive meeting pursuant to the provision of Chapter 551, Government Code, Vernon’s Texas Codes annotated, in accordance with the authority contained in:

- A. Section 551.071 – Consultation with Attorney regarding pending litigation and matters in which the duty of the City Attorney requires to be discussed in closed meeting.
- B. Section 551.072 – Deliberation Regarding Real Property – Discussion Regarding the Purchase, Exchange, Lease or Value of Real Property.
- C. Section 551.074 – Personnel Matters to finalize the evaluations of the City Administrator, City Secretary, and Chief of Police.

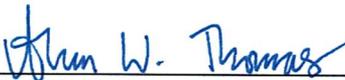
**ITEM 14.) RECONVENE**

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

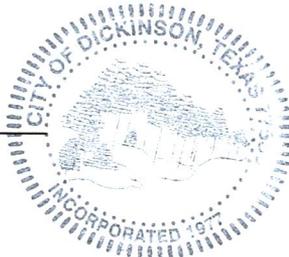
**ITEM 16.) ADJOURN**

### CERTIFICATION

This is to certify that a copy of the Notice of the Regular City Council meeting for **Tuesday, August 25, 2020**, was posted on the bulletin board at City Hall, 4403 Highway 3, Dickinson, Texas, on this the 21st day of August, 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.

## SUPPLEMENTAL NOTICE OF MEETINGS BY TELEPHONE CONFERENCE:

In accordance with order of the Office of the Governor issued March 16, 2020, the City Council of the City of Dickinson, Texas will conduct the special workshop meeting scheduled at 6:00 p.m. and the regular meeting scheduled at 7:00 p.m. on Tuesday, August 25, 2020 at 4403 Highway 3, Dickinson, Texas 77539 by telephone and online video conference in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of the Coronavirus (COVID-19). [There will be no public access to the location described above.]

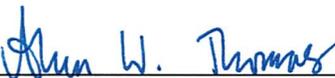
This supplemental written notice, the meeting agendas, and the agenda packets, are posted online at <http://www.ci.dickinson.tx.us/agendacenter>.

The public may use any of the following toll-free dial-in numbers to participate telephonically in the meetings: 877-853-5257, 888-475-4499, 833-548-0276, or 833-548-0282 Meeting ID: 936 0668 8208, Passcode 77539

The public may use the following Uniform Resource Locator (URL) to participate by video conference in the meetings: <https://zoom.us/j/93606688208> Meeting ID: 936 0668 8208, Passcode 77539.

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

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

  
Alun W. Thomas, City Secretary



# **ITEM 1**

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

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

**MEETING DATE: August 25, 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 Penny Hunter	_____	_____
City Secretary Alun W. Thomas	_____	_____
Director of Community Services Kola Olayiwola	_____	_____
Police Chief Ron Morales	_____	_____
EMS Director Derek Hunt	_____	_____
Fire Marshal Burt Heddles	_____	_____
Court Administrator Irma Rivera	_____	_____
Library Director Julianne Lane	_____	_____
Bayou Animal Services Manager Sarah Haywood	_____	_____
Assistant to the City Administrator Kerilyn Bascle	_____	_____

# **ITEM 2**

## **Invocation**

# **ITEM 3**

## **Pledge of Allegiance**

# **ITEM 4**

## **Proclamations**

# **ITEM 5**

## **Announcements and Presentations**

# **ITEM 5A**

## **Council Comments**

# **ITEM 6**

## **Reports**

# **ITEM 6A**

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



# 2020 Census Update

# Why is the Census Important?

**\$ 3 billion**

Potential cost over 10 years of just 1% undercount.

**+ 25%**

Texans living in Hard-to-Count Areas

**36+ 3**

Potential gain in US House seats



## Our Voice

The Census shows how many people live in an area. This determines the number of representatives Texans have in Congress and the number of electoral votes Texas has in presidential elections.



## Our Quality of Life

Much of the Federal tax money we send to Washington comes back to Texas based on Census numbers. It is important to have this money coming back to Texas to support housing, transportation, education, and other services we use.



## Our Businesses

Businesses use population and demographic data from the Census to determine where to set up shop and expand. This creates jobs and generating opportunities for Texans.

# Where Are We as a Region?

Location	2010 Census FINAL Self Response Rate	2020 Census Self Response Rate 8/11/20
<b>National</b>		63.4%
<b>Texas</b>	64.4%	58.5%
<b>Austin</b>	59.9%	54.1%
<b>Brazoria</b>	73.0%	59.7%
<b>Chambers</b>	66.0%	52.1%
<b>Colorado</b>	57.6%	51.1%
<b>Fort Bend</b>	77.0%	70.6%

Location	2010 Census FINAL Self Response Rate	2020 Census Self Response Rate 8/11/20
<b>Galveston</b>	68.0%	56.3%
<b>Harris</b>	72.0%	58.1%
<b>Liberty</b>	63.0%	46.1%
<b>Matagorda</b>	49.2%	37.6%
<b>Montgomery</b>	76.0%	63%
<b>Walker</b>	51.0%	45.2%
<b>Waller</b>	56.0%	50%

Location	2010 Census FINAL Self Response Rate	2020 Census Self Response Rate 8/11/20
<b>Wharton</b>	59.5%	52.2%
<b>City of Sugar Land</b>	80.0%	77.1%
<b>City of Galveston</b>	55.0%	42.2%
<b>City of Houston</b>	70.0%	54.3%
<b>City of Katy</b>	77.0%	70.8%
<b>City of Pasadena</b>	74.0%	55.8%
<b>City of Pearland</b>	78.0%	69.4%

# How Does Our Region Compare?

**58.9%**

Houston-Galveston  
Area Council

**61.1%**

Alamo Area Council of  
Governments

**61.7%**

Capital Area Council of  
Governments

**63%**

North Central Texas  
Council of Governments

Los Angeles 62.5%

New York 58.4%

Chicago 68%

Houston 59.2%

# Important Dates

> > > **SEPTEMBER 30**

# Where Do We Go from Here?



# **ITEM 6B**

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

# **ITEM 6C**

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



# City Administrator's News and Notes

July 2020

School is around the corner and as such, please take the time to review steps to prevent the spread of COVID-19. I am sure everyone is anxious to get back into some sense of normalcy. We must all remember that these are unprecedented times and having a little patience will go a long way.

## How to prevent the spread of COVID-19

- Wash hands** often for 20 seconds and encourage others to do the same.
- Use hand sanitizer** with at least 60% alcohol, if no soap or water is available.
- Cover coughs** and sneezes with a tissue, then throw the tissue away.
- Avoid touching** your eyes, nose, and mouth with unwashed hands.
- Disinfect surfaces**, buttons, handles, knobs and other places touched often.
- Avoid close contact** with people who are sick.

**COVID-19**  
CORONAVIRUS DISEASE 2019

TEXAS Health and Human Services | Texas Department of State Health Services

updated 03/10/20 12:15 pm

For updates and more information, visit [dshs.texas.gov/coronavirus](https://dshs.texas.gov/coronavirus)

## 8 TIPS to make sure you are HURRICANE READY.

- 1 Water**  
Purchase enough bottled water to last your family several days. One person needs at least 1/2 gallon per day.
- 2 Food**  
Store at least 3-5 days of non-perishable food such as peanut butter, tuna, canned beans, cereals, protein bars, dried fruits, etc.
- 3 Gasoline**  
Make sure to fill your car up with gasoline a day or 2 before the impending storm. Don't forget about filling your gas can for your generator too.
- 4 Cooler**  
If the power does go out, keep a cooler on hand to make sure your food and medications are cold until the power returns.
- 5 Medications**  
Make sure you have plenty of your prescription medications on hand as the pharmacies may be out of stock for a couple of weeks after a storm.
- 6 Flashlights/Batteries Weather Radio**  
In the event that your power goes out, make sure you have a flashlight for each person. Store enough batteries (for flashlights, weather radios, etc.) to power your necessities for at least 3 days. Finally, a weather radio is a very valuable piece of equipment that every family should have no matter where you live.
- 7 Disposable Items**  
Make sure you have things like paper plates, plastic utensils, diapers, paper towels, toilet paper, garbage bags, etc.
- 8 Comfort Items**  
To pass the time, make sure you have books, magazines, cards, board games, etc. Also, keep your children's comfort items close by. It is nice to have something to keep them calm and busy.

ARS RESCUE ROOTER NETWORK

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UNITED BY EXCEPTIONAL SERVICE™

Are you hurricane ready? Now is the time to make arrangements. Do not wait until there is a storm approaching to prepare your home and purchase necessary items.

The Dickinson Public Library is currently providing public computer access, grab and go book selection, curbside delivery, study room, and fax/scanning/copying services at the library. The temporary hours are M-F 10 a.m. to 5 p.m. Public computer usage and in-house service usage is being limited to one (1) hour per day. Keep an eye on our library calendar for upcoming events in September!

CHOOSE UP TO 2 GAMES TO CHECKOUT AND BRING HOME TO YOUR FAMILY FOR UP TO 2 WEEKS.

**BRING BACK FAMILY GAME NIGHT!**

**DPI**  
Dickinson Public Library

DICKINSON PUBLIC LIBRARY  
4411 HYW 3 DICKINSON, TX 77539  
281-5343812

Looking for something fun to do while staying at home with your family? Look no further! Bring back family game night by checking out board games to play with your family.

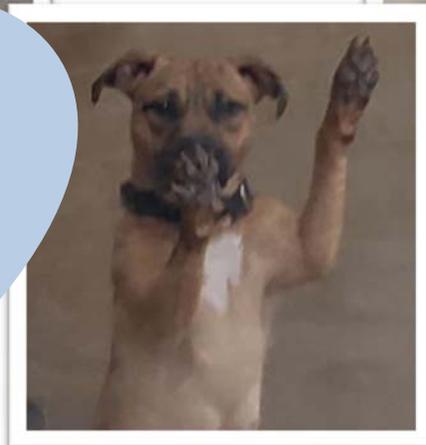
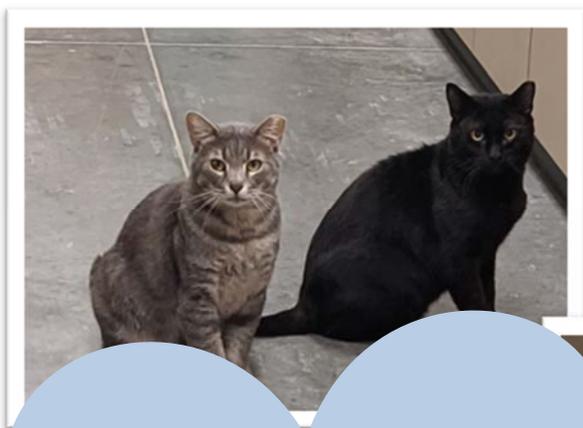
The Bayou Animal Services shelter is at **FULL** capacity. Additionally, it is kitten season! Stop by and visit or consider adding a four-legged friend to your family.

DICKINSON PUBLIC LIBRARY IS EXCITED TO ANNOUNCE THAT WE HAVE BEEN SELECTED AS A

**TEXAS BOOK FESTIVAL 2020 LIBRARY GRANT RECIPIENT**

GRANT FUNDS WILL BE USED TO ENHANCE OUR COLLECTION OF SPANISH LANGUAGE MATERIALS.

**DPI**  
Dickinson Public Library



Looking for a way to donate to the shelter? Consider being a volunteer or fulfilling items from Bayou Animal Services' Amazon Wishlist.

## City Desnagging Continues

If you are a subscriber to NotifyMe updates through the City's website, you've likely seen some of the desnagging work going on throughout the City to remove dead trees and overgrown greenery. This clean-up will also serve to keep water flowing in the main tributaries around the City.

Not subscribed to NotifyMe updates? Subscribe today to get the latest news from the City sent straight to your email or smartphone!



### HOW TO SUBSCRIBE TO "NOTIFY ME" UPDATES

**Step 1:** Go to [www.ci.dickinson.tx.us](http://www.ci.dickinson.tx.us)



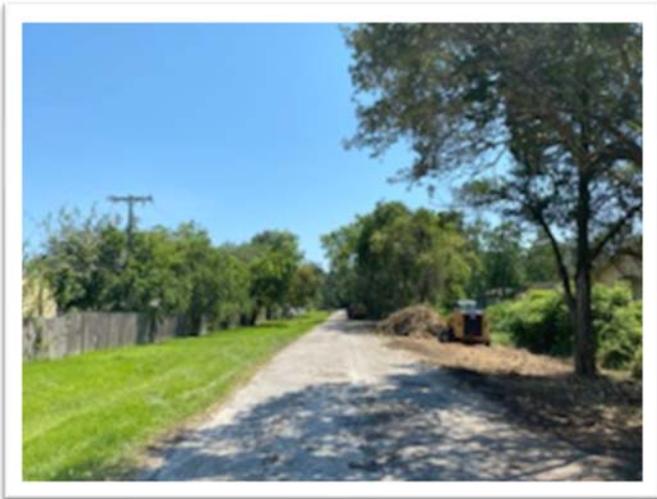
**Step 2:** Click the "Notify Me" icon on the homepage.

**Step 3:** Enter your email address to begin receiving email updates; click "Sign In."

Upon clicking "Sign In," you will be prompted to enter your mobile number if you would like to subscribe to text messaging updates.

**Step 4:** Choose which updates you would like to receive. Please subscribe to "General City Communication" and "News Flash" updates to receive the latest news from City officials.





## **Tax Rate Calculation**

Senate Bill 2, also known as the Texas Property Tax Reform and Transparency Act of 2019, was passed by the Texas Legislature in 2019. At its most fundamental level, Senate Bill 2 reforms the system of property taxation in three primary ways:

- (1) lowering the tax rate a taxing unit can adopt without voter approval and requiring a mandatory election to go above the lowered rate;
- (2) making numerous changes to the procedure by which a city adopts a tax rate; and
- (3) making several changes to the property tax appraisal process.

More information on the 2020 Tax Rate Calculation can be found below.

## 2020 Tax Rate Calculation Worksheet

### Taxing Units Other Than School Districts or Water Districts

City of Dickinson

281-337-6204

Taxing Unit Name

Phone (area code and number)

4403 Hwy 3, Dickinson, TX, 77539

<https://www.ci.dickinson.tx.us>

Taxing Unit Address, City, State, ZIP Code

Taxing Unit's Website Address

**GENERAL INFORMATION:** Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use *Comptroller For 50-859 Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or *Comptroller Form 50-884 Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do use this form but instead use *Comptroller Form 50-858 Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or *Comptroller Form 50-860 Developed water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

#### STEP 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Rate Activity	Amount/Rate
1.	2019 total taxable value. Enter the amount of 2019 taxable value on the 2019 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (will deduct taxes in Line 17).[1]	\$1,100,423,676
2.	2019 tax ceilings. Counties, cities and junior college districts. Enter 2019 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2019 or a prior year for homeowners age 65 or older or disabled, use this step.[2]	\$198,795,801
3.	Preliminary 2019 adjusted taxable value. Subtract Line 2 from Line 1.	\$901,627,875
4.	2019 total adopted tax rate.	\$.443830
5.	2019 taxable value lost because court appeals of ARB decisions reduced 2019 appraised value.	
	A. Original 2019 ARB values:	\$200,000
	B. 2019 values resulting from final court decisions:	\$150,000
	C. 2019 value loss. Subtract B from A.[3]	\$50,000

Line	No-New-Revenue Rate Activity	Amount/Rate
6.	2019 taxable value subject to an appeal under Chapter 42, as of July 25.	
	A. 2019 ARB certified value:	0
	B. 2019 disputed value:	0
	C. 2019 undisputed value Subtract B from A.[4]	0
7.	2019 Chapter 42-related adjusted values. Add Line 5 and 6	50,000
8.	2019 taxable value, adjusted for court-ordered reductions. Add Lines 3 and 7	\$901,677,875
9.	2019 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2019. Enter the 2019 value of property in deannexed territory.[5]	\$0
10.	2019 taxable value lost because property first qualified for an exemption in 2020. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2020 does not create a new exemption or reduce taxable value.	
	A. Absolute exemptions. Use 2019 market value:	\$425,670
	B. Partial exemptions. 2020 exemption amount or 2020 percentage exemption times 2019 value:	\$1,906,163
	C. Value loss. Add A and B.[6]	\$2,331,833
11.	2019 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2020. Use only properties that qualified in 2020 for the first time; do not use properties that qualified in 2019.	
	A. 2019 market value:	\$0
	B. 2020 productivity or special appraised value:	\$0
	C. Value loss. Subtract B from A.[7]	\$0
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$2,331,833
13.	Adjusted 2019 taxable value. Subtract Line 12 from Line 8	\$899,346,042
14.	Adjusted 2019 total levy. Multiply Line 4 by Line 13 and divide by \$100	\$3,991,567
15.	Taxes refunded for years preceding tax year 2019. Enter the amount of taxes refunded by the district for tax years preceding tax year 2019. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2019. This line applies only to tax years preceding tax year 2019.[8]	\$818
16.	Taxes in tax increment financing (TIF) for tax year 2019 Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2020 captured appraised value in Line 18D, enter 0.[9]	\$0
17.	Adjusted 2019 levy with refunds and TIF adjustment. Add Lines 14, and 15, subtract Line 16.[10]	\$3,992,385
18.	Total 2020 taxable value on the 2020 certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled.[11]	
	A. Certified values:	\$1,189,837,309
	B. Counties: Include railroad rolling stock values certified by the Comptroller's office.	\$0
	C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property	\$0
	D. Tax increment financing: Deduct the 2020 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2020 taxes will be deposited into the tax increment fund. Do not include any new	\$0

Line	No-New-Revenue Rate Activity	Amount/Rate
	property value that will be included in Line 23 below.[12]	
	E. Total 2020 value Add A and B, then subtract C and D	\$1,189,837,309
19.	Total value of properties under protest or not included on certified appraisal roll.[13]	
	A. 2020 taxable value of properties under protest The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest.[14]	\$64,144,416
	B. 2020 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll.[15]	\$0
	C. Total value under protest or not certified. Add A and B.	\$64,144,416
20.	2020 tax ceilings. Counties, cities and junior colleges enter 2020 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2019 or a prior year for homeowners age 65 or older or disabled, use this step.[16]	\$223,027,298
21.	2020 total taxable value. Add Lines 18E and 19C. Subtract Line 20C.[17]	\$1,030,954,427
22.	Total 2020 taxable value of properties in territory annexed after Jan. 1, 2019. Include both real and personal property. Enter the 2020 value of property in territory annexed.[18]	\$0
23.	Total 2020 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2019. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2019 and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2020.[19]	\$32,493,620
24.	Total adjustments to the 2020 taxable value. Add Lines 22 and 23.	\$32,493,620
25.	Adjusted 2020 taxable value. Subtract Line 24 from Line 21.	\$998,460,807
26.	2020 NNR tax rate. Divide Line 17 by Line 25 and multiply by \$100.[20]	\$.399853 /\$100
27.	COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the 2020 county NNR tax rate.[21]	

[1]Tex. Tax Code Section

[2]Tex. Tax Code Section

[3]Tex. Tax Code Section

[4]Tex. Tax Code Section

[5]Tex. Tax Code Section

[6]Tex. Tax Code Section

[7]Tex. Tax Code Section

[8]Tex. Tax Code Section

[9]Tex. Tax Code Section

[10]Tex. Tax Code Section

[11]Tex. Tax Code Section

[12]Tex. Tax Code Section

[13]Tex. Tax Code Section

[14]Tex. Tax Code Section

[15]Tex. Tax Code Section

[16]Tex. Tax Code Section

[17]Tex. Tax Code Section

[18]Tex. Tax Code Section

[19]Tex. Tax Code Section

[20]Tex. Tax Code Section

[21]Tex. Tax Code Section

## STEP 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

1. **Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.

2. **Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter Approval Tax Rate Activity	Amount/Rate
28.	2019 M&O tax rate. Enter the 2019 M&O tax rate.	\$3.65072
29.	2019 taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	901,677,875
30.	Total 2019 M&O levy. Multiply Line 28 by Line 29 and divide by 100.	3,291,773
31.	Adjusted 2019 levy for calculating NNR M&O rate.	
	A. 2019 sales tax specifically to reduce property taxes. For cities, counties and hospital districts, enter the amount of additional sales tax collected and spent on M&O expenses in 2019, if any. Other taxing units, enter 0. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent.	7,105,000
	B. M&O taxes refunded for years preceding tax year 2019. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2019. This line applies only to tax years preceding tax year 2019.	679
	C. 2019 taxes in TIF: Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2020 captured appraised value in Line 18D, enter 0.	0
	D. 2019 transferred function: If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in E below. The taxing unit receiving the function will add this amount in E below. Other taxing units enter 0.	0
	E. 2019 M&O levy adjustments. Add A and B, then subtract C. For taxing unit with D, subtract if discontinuing function and add if receiving function	7,105,679
	F. Add Line 30 to 31E.	10,397,452
32.	Adjusted 2020 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	998,460,807
33.	2020 NNR M&O rate (unadjusted) Divide Line 31F by Line 32 and multiply by \$100.	1.041348
34.	Rate adjustment for state criminal justice mandate.[23]	
	A. 2020 state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose.	0
	B. 2019 state criminal justice mandate Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies	0

Line	Voter Approval Tax Rate Activity	Amount/Rate
	C. Subtract B from A and divide by Line 32 and multiply by \$100	0.000000
	D. Enter the rate calculated in C. If not applicable, enter 0.	0.000000
35.	<b>Rate adjustment for indigent health care expenditures[24]</b>	
	A. 2020 indigent health care expenditures Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2019 and ending on June 30, 2020, less any state assistance received for the same purpose	0
	B. 2019 indigent health care expenditures Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2018 and ending on June 30, 2019, less any state assistance received for the same purpose	0
	C. Subtract B from A and divide by Line 32 and multiply by \$100	0.000000
	D. Enter the rate calculated in C. If not applicable, enter 0.	0.000000
36.	<b>Rate adjustment for county indigent defense compensation.[25]</b>	
	A. 2020 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals for the period beginning on July 1, 2019 and ending on June 30, 2020, less any state grants received by the county for the same purpose	0
	B. 2019 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals for the period beginning on July 1, 2018 and ending on June 30, 2019, less any state grants received by the county for the same purpose	0
	C. Subtract B from A and divide by Line 32 and multiply by \$100	0.000000
	D. Multiply B by 0.05 and divide by Line 32 and multiply by \$100.	0.000000
	E. Enter the lessor of C and D. If not applicable, enter 0.	0.000000
37.	<b>Rate adjustment for county hospital expenditures.</b>	
	A. 2020 eligible county hospital expenditures Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2019 and ending on June 30, 2020	0
	B. 2019 eligible county hospital expenditures Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2018 and ending on June 30, 2019	0
	C. Subtract B from A and divide by Line 32 and multiply by \$100	0.000000
	D. Multiply B by 0.08 and divide by Line 32 and multiply by \$100	0.000000
	E. Enter the lessor of C and D, if applicable. If not applicable, enter 0.	0.000000
38.	<b>Adjusted 2020 NNR M&amp;O rate. Add Lines 33, 34D, 35D, 36E, and 37E.</b>	1.041348
39.	<b>2020 voter-approval M&amp;O rate.</b> Enter the rate as calculated by the appropriate scenario below. <b>Special Taxing Unit</b> If the taxing unit qualifies as a special taxing unit, multiply Line 38 by 1.08 -or- <b>Other Taxing Unit</b> If the taxing unit does not qualify as a special taxing unit, multiply Line 38 by 1.035. -or- <b>Taxing unit affected by disaster declaration</b> If the taxing unit is located in an area declared as disaster area, the governing body may direct the person calculating the voter-approval rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval rate in this manner until the earlier of 1) the second year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, and 2) the third tax year after the tax year in which the disaster occurred. If the taxing unit qualifies under this scenario, multiply Line 38 by 1.08. [27]	1.077795

Line	Voter Approval Tax Rate Activity	Amount/Rate
40.	<b>Total 2020 debt to be paid with property taxes and additional sales tax revenue.</b> Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year, and (4) are not classified in the taxing unit's budget as M&O expenses.	
	A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. Enter debt amount	955,020
	B. Subtract unencumbered fund amount used to reduce total debt.	0
	C. Subtract certified amount spent from sales tax to reduce debt(enter zero if none)	0
	D. Subtract amount paid from other resources	75,292
	E. Adjusted debt Subtract B, C and D from A	879,728
41.	<b>Certified 2019 excess debt collections</b> Enter the amount certified by the collector.	115,533
42.	<b>Adjusted 2020 debt</b> Subtract Line 41 from Line 40E	764,195
43.	<b>2020 anticipated collection rate.</b>	
	A. Enter the 2020 anticipated collection rate certified by the collector	100.00
	B. Enter the 2019 actual collection rate	103.00
	C. Enter the 2018 actual collection rate	104.00
	D. Enter the 2017 actual collection rate	108.00
	E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%.	103.00
44.	<b>2020 debt adjusted for collections.</b> Divide Line 42 by Line 43E.	741,937
45.	<b>2020 total taxable value.</b> Enter the amount on Line 21 of the No-New-Revenue Tax Rate Worksheet.	1,030,954,427
46.	<b>2020 debt rate</b> Divide Line 44 by Line 45 and multiply by \$100.	0.071966
47.	<b>2020 voter-approval tax rate.</b> Add Line 39 and 46.	1.149761
48.	<b>COUNTIES ONLY.</b> Add together the voter-approval tax rate for each type of tax the county levies. The total is the 2020 county voter-approval tax rate.	
<b>STEP 3 NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes</b>		

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
49.	<b>Taxable sales.</b> For taxing units that adopted the sales tax in November 2019 or May 2020, enter the Comptroller's estimate of taxable sales for the previous four quarters [32]. Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2019, skip this line.	0
50.	<b>Estimated sales tax revenue.</b> Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue.[33] Taxing units that adopted the sales tax in November 2019 or in May 2020. Multiply the amount on Line 49 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95 [34] -or- Taxing units that adopted the sales tax before November 2019. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	0

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	2020 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	1,030,954,427
52.	Sales tax adjustment rate. Divide Line 50 by Line 51 and multiply by \$100.	0.000000
53.	2020 NNR tax rate, unadjusted for sales tax <sup>[35]</sup> . Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ .399853
54.	2020 NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November 2019 or in May 2020. Subtract Line 52 from Line 53. Skip to Line 55 if you adopted the additional sales tax before November 2019.	\$ .399853
55.	2020 voter-approval tax rate, unadjusted for sales tax. <sup>[36]</sup> Enter the rate from Line 47 or Line 48 as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i>	1.149761
56.	2020 voter-approval tax rate, adjusted for sales tax. Subtract Line 52 from Line 55.	1.149761

<sup>[37]</sup>Tex. Tax Code Section    <sup>[38]</sup>Tex. Tax Code Section

#### STEP 4: Additional Rollback Protection for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O Funds to pay for a facility, device or method for the control of air, water or land pollution.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Activity	Amount/Rate
57.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ <sup>[37]</sup> . The taxing unit shall provide its tax assessor-collector with a copy of the letter. <sup>[38]</sup>	\$0
58.	2020 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$1,030,954,427
59.	Additional rate for pollution control. Divide Line 57 by Line 58 and multiply by \$100.	0.000000
60.	2020 voter-approval tax rate, adjusted for pollution control. Add Line 59 to one of the following lines (as applicable): Line 47, Line 48 (counties) or Line 56 (taxing units with the additional sales tax).	1.149761

<sup>[37]</sup>Tex. Tax Code Section

<sup>[38]</sup>Tex. Tax Code Section

**STEP 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate**

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate before the unused increment rate for the prior three years [39]. In a year where a special taxing unit adopts a rate above the voter-approval tax rate by applying any portion of the unused increment rate, the unused increment rate for that year would be zero.

For each tax year before 2020, the difference between the adopted tax rate and voter-approval rate is considered zero, therefore the unused increment rate for 2020 is zero.[40]

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit. [41]

Line	Activity	Amount/Rate
61.	2019 unused increment rate. Subtract the 2019 actual tax rate and the 2019 unused increment rate from the 2019 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	0.000000
62.	2018 unused increment rate. Subtract the 2018 actual tax rate and the 2018 unused increment rate from the 2018 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	0.000000
63.	2017 unused increment rate. Subtract the 2017 actual tax rate and the 2017 unused increment rate from the 2017 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	0.000000
64.	2020 unused increment rate. Add Lines 61, 62 and 63.	0.000000
65.	2020 voter-approval tax rate, adjusted for unused increment rate. Add Line 64 to one of the following lines (as applicable): Line 47, Line 48 (counties), Line 56 (taxing units with the additional sales tax) or Line 60 (taxing units with pollution control).	

**STEP 6: De Minimis Rate**

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.[42]

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit. [43]

Line	Activity	Amount/Rate
66.	Adjusted 2020 NNR M&O tax rate. Enter the rate from Line 38 of the <i>Voter-Approval Tax Rate Worksheet</i>	1.041348
67.	2020 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i>	1,030,954,427
68.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 67 and multiply by \$100.	0.048498
69.	2020 debt rate Enter the rate from Line 46 of the <i>Voter-Approval Tax Rate Worksheet</i>	0.071966
70.	De minimis rate Add Lines 66, 68 and 69.	1.161812

**STEP 7: Total Tax Rate**

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate	0.399853
Voter-Approval Tax Rate	1.149761
De minimis rate	1.161812

# Sample Calculations

Subdivision	House	Sold Value	Appraised Value	Taxable Value	Rate	Bill	
Bayou Crest	1	\$325,000.00	\$254,240.00	\$254,240.00	0.443830	\$ 1,128.39	
			\$254,240.00	\$254,240.00	0.471819	\$ 1,199.55	\$ 71.16
			\$254,240.00	\$254,240.00	0.481819	\$ 1,224.98	\$ 25.42

Subdivision	House	Sold Value	Appraised Value	Taxable Value	Rate	Bill	
Bayou Lakes	2	\$281,200.00	\$284,090.00	\$236,821.00	0.443830	\$ 1,051.08	
			\$284,090.00	\$236,821.00	0.471819	\$ 1,117.37	\$ 66.28
			\$284,090.00	\$236,821.00	0.481819	\$ 1,141.05	\$ 23.68

Subdivision	House	Sold Value	Appraised Value	Taxable Value	Rate	Bill	
Colonial Estates	3	\$270,000.00	\$190,000.00	\$180,000.00	0.443830	\$ 798.89	
			\$190,000.00	\$180,000.00	0.471819	\$ 849.27	\$ 50.38
			\$190,000.00	\$180,000.00	0.481819	\$ 867.27	\$ 18.00

Subdivision	House	Sold Value	Appraised Value	Taxable Value	Rate	Bill	
Briar Glen	4	\$160,000.00	\$133,550.00	\$133,550.00	0.443830	\$ 592.73	
			\$133,550.00	\$133,550.00	0.471819	\$ 630.11	\$ 37.38
			\$133,550.00	\$133,550.00	0.481819	\$ 643.47	\$ 13.36

Subdivision	House	Sold Value	Appraised Value	Taxable Value	Rate	Bill	
Nicholstone	5	\$180,000.00	\$86,360.00	\$86,360.00	0.443830	\$ 383.29	
			\$86,360.00	\$86,360.00	0.471819	\$ 407.46	\$ 24.17
			\$86,360.00	\$86,360.00	0.481819	\$ 416.10	\$ 8.64

	General	Debt	Rate
Current	0.365072	0.078758	0.443830
No New Revenue	0.399853	0.071966	0.478919
As Presented	0.409853	0.071966	0.478919

2019	1,100,423,676	\$100.00	\$ 11,004,236.76	\$ 4,884,010.40	
2020	1,063,448,047	\$100.00	\$ 10,634,480.47	\$ 5,123,894.75	\$ 4,358,573.72
2020	1,063,448,047	\$100.00	\$ 10,634,480.47	\$ 239,884.35	\$ 765,321.02

# **ITEM 7**

## **Public Comments**

# **ITEM 8**

## **Consent Agenda**

# ITEM 8A

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

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

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

**August 11, 2020**

The Dickinson City Council met in a duly called and announced **SPECIAL WORKSHOP MEETING** on **Tuesday, August 11, 2020, at 6:00 p.m.** In accordance with order of the Office of the Governor issued March 16, 2020, the City Council of the City of Dickinson, Texas conducted the meeting by telephone and video conference in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID-19). The meeting was held for the purpose of considering the following items:

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

Mayor Masters called the meeting to order at 6:08 p.m. City Secretary Alun Thomas called roll and certified a quorum. Council Members present were as follows: Mayor Julie Masters, Mayor Pro-Tem Charles Suderman, and Council Members Sean Skipworth, Walter Wilson, Wally Deats, Louis Decker, and William H. King, III. Also present were City Administrator Chris Heard, Finance Director Penny Hunter, Police Chief Ron Morales, and Police Captains Melvin Mason and Jay Jaekel.

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

City Administrator Chris Heard presented the item to Council. He said that this meeting will focus on the General Fund, addressing policy questions such as if the City wants reserve funds and unexpended fund balances, and understanding budgetary constraints. The draft of the General Fund budget in front of Council this evening includes reductions in many line items, but for all items, the proposed budgeted amount for next fiscal year is at or above the greater of the actual expenditures from this fiscal year and last fiscal year.

Council Member Suderman questioned why the Connect CTY line item was zeroed out, noting that that system is used by the City for emergency alerts. Mr. Heard explained that nothing has been billed to that item this year, conceding that there could be a coding error on the part of City staff that resulted in the appearance of no spending on the Connect CTY system. Council asked who is responsible for ensuring that expenditures are properly coded and approved.

Council then discussed some of the proposed changes to the budget, with Mr. Heard saying in response to a question that department heads had not seen his proposal until it was distributed to Council yesterday evening in advance of this meeting. Mr. Heard said that he examined what every department might need for the coming year based upon their actual spending in the past two years. Council Member Deats asked if such an approach was wise; the City has numerous necessary staff positions that have been left unfilled, resulting in correspondingly decreased expenditures from those line items. Council Member Deats said that when Council budgets for a position or adjusts a pay scale, it is a directive to staff to make the instructed changes. He then asked if the pay increases approved by Council several months ago for certain Emergency Medical Services (EMS) staff had been implemented. Mr. Heard said that that was a trick question, and that he needed more time to examine EMS pay rates.

One of the changes for the coming year, Mr. Heard said, will be a consolidation of various contracts that the City is party to. He gave the example of mowing services, which could be consolidated from right-of way-mowing, forced mowing, and facility mowing contracts, down to a single contract for all such services. Council Member Deats asked that Council be provided with executive summary sheets on items presented to it, so that it could more readily identify the key changes that it is asked to approve.

Council Member King commented that the proposed budget for street sign replacement was \$0 for the next fiscal year, noting that replacement street signs are still needed. Mr. Heard said that many of the City's street signs fail to meet reflectivity standards, and that, if directed to be Council, he could have a crew of public works employees work solely on replacing signage.

Council Member Skipworth said that he would like to see something for health coverage for employees' dependents. Mr. Heard said that that is not going to happen in the next fiscal year due to healthcare costs, saying that he is not sure that the City can provide dependent healthcare coverage that its employees could afford.

### **ITEM 3.) ADJOURN**

Council Member Wilson made a motion to adjourn the meeting at 6:57 p.m., and Council Member Deats seconded the motion. There being no discussion, Mayor Masters called for the vote.

**VOTE:**

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

0 NAYS

**MOTION PASSED**

**PASSED, APPROVED AND ADOPTED** this the 25th day of August, 2020.

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Julie Masters, Mayor

**ATTEST:**

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Alun W. Thomas, City Secretary

# ITEM 8B

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

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

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

**August 11, 2020**

The Dickinson City Council met in a duly called and announced **REGULAR MEETING** on **Tuesday, August 11, 2020**, at **7:00 p.m.** In accordance with order of the Office of the Governor issued March 16, 2020, the City Council of the City of Dickinson, Texas conducted the meeting by telephone and video conference in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID-19). The meeting was held for the purpose of considering the following items:

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

Mayor Masters called the meeting to order at 7:06 p.m. City Secretary Alun Thomas called roll and certified a quorum. Council Members present were as follows: Mayor Julie Masters, Mayor Pro-Tem Charles Suderman, and Council Members Sean Skipworth, Walter Wilson, Wally Deats, Louis Decker, and William H. King, III. Also present were City Attorney David Olson, City Administrator Chris Heard, Finance Director Penny Hunter, Police Chief Ron Morales, and Assistant to the City Administrator Kerilyn Bascle.

**ITEM 2.) INVOCATION**

Pastor Jack Matkin of First United Methodist Church of Dickinson gave the invocation.

**ITEM 3.) PLEDGE OF ALLEGIANCE**

Mayor Masters led the Pledge of Allegiance.

**ITEM 4.) PROCLAMATIONS**

None.

**ITEM 5.) ANNOUNCEMENTS AND PRESENTATIONS**

A. Council Comments.

- Welcome to everyone attending the meeting.
- Last Friday’s Knights of Columbus fish fry served 354 dinners. The next one is scheduled for September 6.
- The spread of Coronavirus (COVID-19) appears to be slowing down in our area. Everyone is encouraged to take the necessary precautions to stay healthy.

- 1,261 gallons of free milk were distributed last week by Borden through a grant program, and a recent food fair assisted 300 families.
- Council Member King said that he had a parade for his 55th birthday. He thanked those who helped make the day so memorable.
- Council Member Decker thanked City Administrator Chris Heard for getting some of Hughes Road cleaned up. He said that property owners should be held accountable for maintaining their trees that overhang City rights-of-way.
- There are many discussions on social media about proposed tax rates.
- The City is working on making the Public Works division larger. If anyone has mowing concerns, please let the City know.
- Condolences to the family of Shalonda Robinson on her recent passing-away.

#### B. Presentation of the Voter Approved Tax Rate Worksheet

City Administrator Chris Heard presented the Worksheet to Council, noting that he is required by law to present it to Council by August 7, 2020 or as soon as is practical thereafter. Mr. Heard discussed the document and informed Council that three critical pieces of information on it are the No-New-Revenue Tax Rate of 39.9853¢, the Voter-Approval Tax Rate of \$1.143724, and the *De Minimis* Rate of \$1.155775.

Mr. Heard said that the City has deadline of September 22 for its tax rate and budget hearing (which it has to have regardless of the proposed tax rate), and September 29 to adopt its budget.

Council then discussed Mr. Heard's suggestion that the City consider raising its tax rate. Mr. Heard said that for every one-cent increase in the *ad valorem* tax rate, the City gains approximately \$103,000 in additional revenue. The City, because it has fewer than 30,000 residents, is also not subject to the 3% tax rate increase cap. Mr. Heard's calculations and proposals in the new budget are currently based off of an *ad valorem* tax rate of 44¢ per \$100 valuation. Council Member Skipworth expressed his opposition to raising tax bills with the Coronavirus (COVID-19) pandemic and historic levels of unemployment. Council Member Deats agreed, adding that he wished to keep his promise of staying revenue neutral. Mayor Masters expressed her disagreement; the City, she said, also promised to provide its residents with good streets. Mayor Masters said that the City also risks losing a lot of sales tax revenue starting October 2021.

Council concluded the discussion by directing Mr. Heard to provide it with information about how much an *ad valorem* tax rate increase of 1¢ per \$100 valuation would affect a \$200,000 house. Council Member

Wilson said that the Council needed this and other similar information in advance of these types of discussions so that it could be better informed.

**ITEM 6.) REPORTS**

None.

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

None.

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

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

- A. Approval of the Minutes of the Council Special Workshop Meeting of July 28, 2020
- B. Approval of the Minutes of the Regular Council Meeting of July 28, 2020.
- C. Approval of the Minutes of the Special Council Meeting of August 3, 2020.
- D. Approval of the Minutes of the Special Council Meeting of August 5, 2020.

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

**VOTE:**

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

0 NAYS

**MOTION PASSED**

**ITEM 9.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Proposed Parking Structure for the Water Street Square Development.

Council Member Wilson made a motion to approve the proposed parking structure, and Council Member King seconded the motion.

City Administrator Chris Heard discussed the history of the project, which arose following Dickinson Economic Development Corporation's decision to not move forward with the development of a public market at that location. Mr. Heard explained that approval of this item would provide the U.S. Economic Development Administration (EDA) with affirmation that the City Council and Dickinson Economic Development Corporation would be supportive of this new project and grant if it is approved. Council discussed the money that was expended on the former public market project and questioned how much money the new grant application would cost the City. Mr. Heard clarified that the City had expended a lot of funds on the project but not on the grant application. He said that the City would probably engage Public Management Inc. to make the necessary changes to the grant application so that the City could meet the deadlines. In response to a question from Council, Mr. Heard said that the board of Dickinson Economic Development Corporation had not yet seen this proposal.

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

**VOTE:**

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

1 NAY (Decker)

**MOTION PASSED**

Mayor Masters commented that Council Member Decker's "nay" vote would not be helpful for the City's ability to move forward with the project. Scott Jones, Chief Executive Officer of Dickinson Economic Development Corporation, said that the board is aware of this proposed project, and is generally supportive. He said that a special meeting of Dickinson Economic Development Corporation can be called if getting its support is necessary.

**ITEM 10.) EXECUTIVE SESSION:** The City Council will now hold a closed executive meeting pursuant to the provision of Chapter 551, Government Code, Vernon's Texas Codes annotated, in accordance with the authority contained in:

- A. Section 551.071 – Consultation with Attorney regarding pending litigation and matters in which the duty of the City Attorney requires to be discussed in closed meeting.
- B. Section 551.074 – Personnel Matter – Discussion to Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline or Dismissal of the City Secretary.
- C. Section 551.074 – Personnel Matter – Discussion to Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline or Dismissal of the Chief of Police.

Mayor Masters recessed the regular meeting at 8:10 p.m.

**ITEM 11.) RECONVENE**

Mayor Masters reconvened the regular meeting at 9:00 p.m.

**ITEM 12.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Matters Discussed in Executive Session.

None.

**ITEM 13.) ADJOURN**

Council Member Wilson made a motion to adjourn the meeting at 9:00 p.m., and Council Member King seconded the motion. There being no discussion, Mayor Masters called for the vote.

**VOTE:**

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

0 NAYS

**MOTION PASSED**

**PASSED, APPROVED AND ADOPTED** this the 25th day of August, 2020.

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Julie Masters, Mayor

**ATTEST:**

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Alun W. Thomas, City Secretary

# ITEM 8C

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

**August 17, 2020**

The Dickinson City Council met in a duly called and announced **SPECIAL MEETING** on **Monday, August 17, 2020**, at **6:30 p.m.** In accordance with order of the Office of the Governor issued March 16, 2020, the City Council of the City of Dickinson, Texas conducted the meeting by telephone and video conference in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID-19). The meeting was held for the purpose of considering the following items:

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

Mayor Masters called the meeting to order at 6:39 p.m. City Secretary Alun Thomas called roll and certified a quorum. Council Members present were as follows: Mayor Julie Masters, Mayor Pro-Tem Charles Suderman, and Council Members Sean Skipworth, Wally Deats, Louis Decker, and William H. King, III. Council Member Walter Wilson was absent. Also present were City Administrator Chris Heard and Finance Director Penny Hunter.

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

City Administrator Chris Heard introduced the item to Council and said that in this meeting, Council will focus on discussing Fund 8, the streets fund. Mr. Heard distributed several documents to Council, including a “Project 2020” document that proposes infrastructure projects including street reconstruction and approximately \$1,500,000 in street stabilization projects. Mr. Heard said that streets that have previously been identified as eligible for repairs through Federal Emergency Management Agency’s Hurricane Harvey rebuilding project will not be addressed as whole streets, although some work may be done on a limited number of segments of those streets.

Council discussed the widths of the City’s rights-of-way and whether streets could be built with wider pavement than that which they would replace. Mr. Heard informed Council that a very large number of accessory structures currently (and without authorization) encroach on the City’s rights-of-way, which would make it difficult to widen the streets.

Mr. Heard briefly discussed the progress made on existing projects. Task Work Authorization 5 he said, which was approved by Council through Resolution 1847-2020, was under construction, the forthcoming Task Work Authorization 6 would address Oak Park Street, Church Street, and Video Street. Mayor Masters has asked Dickinson Economic Development

Corporation for \$500,000 for these projects. A request for bids for Kansas Avenue and Pin Oak Drive should be issued by the end of this month, with the streets being completed about a year later. Mr. Heard confirmed that the proposed work (not including “dig out and replace” streets) would be for a full design, to include the street and drainage. In total, Mr. Heard proposes approximately \$13,000,000 to \$14,000,000 of street repairs or replacement for Fiscal Year 2020-2021, in part through emptying the City fund balance down to the legal minimum amount. That amount would improve 12.6 miles of City streets.

Council discussed the need for the City to better maintain its streets, with some members noting that very little of the budgeted funds for street patching and repair had actually been expended this year. Mr. Heard said that that was due to the department having so many vacant positions all year while he was focusing on the big picture instead. The department now has many more employees. Mr. Heard said that that increase in staff. Along with new street standard that he and Community Services Director Kola Olayiwola will soon bring to Council, will be of great benefit to the City. Additionally, Mr. Heard would like the City to purchase a “Gradall” machine, which is specifically designed to facilitate more accurate ditch-digging. Council Member Deats said that there is a noticeable difference in the work produced by contractors and that of City staff; the esprit de corps of our City staff shows in their work.

Next, Council briefly discussed several other budget issues, including a letter that the City had received from the City of League City expressing its concern that the City of Dickinson utilizes its ambulances far more often than it should need to, the proposed ad valorem tax rate for next fiscal year, and whether the City Council should be presented with budget amendments with greater frequency.

Council concluded the meeting by discussing the City’s animal control budget. In response to a question about potential overspending on the animal shelter construction project, Mr. Heard confirmed that the project was overbudget by approximately \$600,000 for a total project expenditure of approximately \$1,900,000. The additional funds, he said, were necessary because Council approved a construction project (through Resolution 1674-2018) that failed to include necessary items such as internet connectivity and a fire suppression system. Mr. Heard said that for smoother operation, Bayou Animal Services should not exist as a separate entity and that it should be made a department of the City. Council Member Suderman remarked that the reason that it was a separate entity was because the services were shared by the Cities of Clear Lake Shores, Dickinson, and Santa Fe. This arrangement was specifically chosen because the centralization of authority with Galveston County under the previous agreement for animal control services left the member cities relatively powerless to set service levels and to control costs.

**ITEM 3.) ADJOURN**

Council Member King made a motion to adjourn the meeting at 8:34 p.m., and Council Member Suderman seconded the motion. There being no discussion, Mayor Masters called for the vote.

**VOTE:**

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

0 NAYS

**MOTION PASSED**

**PASSED, APPROVED AND ADOPTED** this the 25th day of August, 2020.

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Julie Masters, Mayor

**ATTEST:**

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Alun W. Thomas, City Secretary

# ITEM 8D

**Dickinson City Council  
Agenda Item Data Sheet**

**MEETING DATE:** August 25, 2020

<b>TOPIC:</b>	<b>A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, PROVIDING FOR THE REAPPOINTMENT OF DICK H. GREGG, III AS MUNICIPAL COURT JUDGE; ESTABLISHING THE TERMS AND CONDITIONS FOR THE PROVISION OF MUNICIPAL COURT JUDGE SERVICES; PROVIDING FOR INCORPORATION OF PREMISES; AND PROVIDING AN EFFECTIVE DATE.</b>
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<b>BACKGROUND:</b>	Mr. Dick H. Gregg III has served as the City’s Municipal Court Judge since 2018, and staff recommends that he be reappointed. The Judge shall be appointed for the term expiring on May 6, 2023. There is no change in the terms of the contract, and the full amount has been budgeted.
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<b>RECOMMENDATION:</b>	Court Staff recommend approval of this Resolution.
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<b>ATTACHMENTS:</b>	<ul style="list-style-type: none"> <li>• Resolution XXX-2020</li> </ul>
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<b>FUNDING ISSUES:</b>	<input type="checkbox"/> Not applicable – no dollars are being spent or received. <input checked="" type="checkbox"/> Full amount already budgeted in Acct/Project# 04-8513-01 <input type="checkbox"/> Not budgeted.
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<b>FINANCE VERIFICATION OF FUNDING:</b>	
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<b>SUBMITTING STAFF MEMBER:</b>  Alun W. Thomas, Clerk of the Court	<b>CITY ADMINISTRATOR APPROVAL:</b>
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<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, PROVIDING FOR THE REAPPOINTMENT OF DICK H. GREGG, III, AS MUNICIPAL COURT JUDGE; ESTABLISHING THE TERMS AND CONDITIONS FOR THE PROVISION OF MUNICIPAL COURT JUDGE SERVICES; PROVIDING FOR THE INCORPORATION OF PREMISES; AND PROVIDING AN EFFECTIVE DATE.**

\* \* \* \* \*

**WHEREAS**, Dick H. Gregg III, desires to provide judicial services to the City of Dickinson, Texas; and

**WHEREAS**, Dick H. Gregg III, has agreed to provide the City of Dickinson with judicial services for five court sessions per month plus other judicial services to be performed at the city jail; and

**WHEREAS**, the City Council finds that Dick H. Gregg III should be reappointed as the Presiding Municipal Court Judge for the City of Dickinson in accordance with the terms and provisions herein contained.

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

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

Section 2. The City Council hereby appoints Dick H. Gregg III as the Presiding Municipal Court Judge for the City of Dickinson, Texas.

Section 3. For and in consideration of the mutual covenants and obligations herein contained, the City of Dickinson and Dick H. Gregg III agree as follows:

1. That this body endorses and supports the necessity of five court sessions per month.
2. Compensation for Dick H. Gregg III is hereby set at \$350.00 per court session -- a total of \$1750.00 per month for five court sessions.
2. Additional court sessions for Fiscal Years 2020-2023 at \$350.00 a session for arraignment, show cause, non-appearance arraignment, pre-trial, bench trial and jury trial hearings, as needed.

3. In the event that the City of Dickinson ever converts from a non- court of record to a court of record during the term of this contract, then the parties shall agree to renegotiate a higher compensation package as the duties, responsibilities and time commitments will increase for the Municipal Court Judge.
4. This Agreement also includes a \$90.00 an hour fee for Dick H. Gregg III when he is called upon to perform judicial orders on inmates that have new charges or outstanding warrants from the Dickinson Municipal Court.
5. This agreement shall begin immediately, and the Judge shall be appointed through May 6, 2023.
6. This agreement may be terminated by either party with thirty (30) days' written notice when it appears such termination is in the best interest of Dick H. Gregg III, or the City of Dickinson.
7. Notices required under this agreement shall be given by deposit in with the U.S. Postal Service, postage prepaid, return receipt requested, addressed as follows:

City:           City Administrator  
                  City of Dickinson  
                  4403 Highway 3  
                  Dickinson, TX 77539

Judge:         Dick H. Gregg III  
                  c/o Gregg & Gregg, PC  
                  16055 Space Center Boulevard, Suite 150  
                  Houston, TX 77062

Alternatively, any notice required hereunder, may be effected by hand delivery to the person to whom written notice is required or permitted. Such notice shall be deemed given as of the date of personal service or as of the date of deposit of such notice with the U.S. Postal Service.

8. If any provision or portion thereof contained in this agreement is held unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in force and effect.

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

**DULY PASSED AND APPROVED** on this the 25th day of August, 2020.

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

ATTEST:

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

APPROVED AS TO FORM AND CONTENT:

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

APPROVED by Dick H. Gregg III, on this the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Dick H. Gregg III

# ITEM 8E

**Dickinson City Council  
Agenda Item Data Sheet**

**MEETING DATE:** August 25, 2020

<b>TOPIC:</b>	<b>A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, PROVIDING FOR THE REAPPOINTMENT OF KATHLEEN MCCUMBER AS AN ALTERNATE MUNICIPAL COURT JUDGE; ESTABLISHING THE TERMS AND CONDITIONS FOR THE PROVISION OF MUNICIPAL COURT JUDGE SERVICES; PROVIDING FOR INCORPORATION OF PREMISES; AND PROVIDING AN EFFECTIVE DATE.</b>
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<b>BACKGROUND:</b>	Ms. Kathleen McCumber has served as the City's Alternate Municipal Court Judge for 12 years, and staff recommends that she be reappointed for Fiscal Years 2020-2023. The Alternate Judge shall be appointed for the term expiring on May 6, 2023. There is no change in the terms of the contract, and the full amount has been budgeted.
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<b>RECOMMENDATION:</b>	Court Staff recommend approval of this Resolution.
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<b>ATTACHMENTS:</b>	<ul style="list-style-type: none"> <li>• Resolution XXX-2020</li> </ul>
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<b>FUNDING ISSUES:</b>	<input type="checkbox"/> Not applicable – no dollars are being spent or received. <input checked="" type="checkbox"/> Full amount already budgeted in Acct/Project# 04-8513-01 <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, Clerk of the Court	

<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, PROVIDING FOR THE REAPPOINTMENT OF KATHLEEN MCCUMBER AS AN ALTERNATE MUNICIPAL COURT JUDGE; ESTABLISHING THE TERMS AND CONDITIONS FOR THE PROVISION OF ALTERNATE MUNICIPAL COURT JUDGE SERVICES; PROVIDING FOR THE INCORPORATION OF PREMISES; AND PROVIDING AN EFFECTIVE DATE.**

\* \* \* \* \*

**WHEREAS**, Kathleen McCumber, desires to provide judicial services to the City of Dickinson; and

**WHEREAS**, Kathleen McCumber, has agreed to provide the City of Dickinson with judicial services during the absence of the appointed judge; and

**WHEREAS**, the City Council finds that Kathleen McCumber should be reappointed as an Alternate Municipal Court Judge for the City of Dickinson in accordance with the terms and provisions herein contained.

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

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

Section 2. The City Council hereby appoints Kathleen McCumber as an Alternate Municipal Court Judge for the City of Dickinson, Texas.

Section 3. For and in consideration of the mutual covenants and obligations herein contained, the City of Dickinson and Kathleen McCumber agree as follows:

1. That this body endorses and supports the necessity of five court sessions per month.
2. Compensation for Kathleen McCumber is hereby set at \$350.00 per court session – when appointed judge is not available to the Dickinson Municipal Court and when Kathleen McCumber provides judicial services..
3. Additional court sessions for Fiscal Years 2020-2023 at \$350.00 a session for arraignment, show cause, non-appearance arraignment, pre-trial, bench trial and jury trial hearings, as needed.
4. Agreement also includes a \$90.00 an hour fee for Kathleen McCumber when she is called upon to perform judicial orders on inmates that have outstanding warrants from the Dickinson Municipal Court

5. This agreement shall begin immediately, and the Alternate Judge shall be appointed through May 6, 2023.
6. This agreement may be terminated by either party with thirty (30) days' written notice when it appears such termination is in the best interest of Kathleen McCumber, or the City of Dickinson.
7. Notices required under this agreement shall be given by deposit in with the U.S. Postal Service, postage prepaid, return receipt requested, addressed as follows:

City: City Administrator  
City of Dickinson  
4403 Highway 3  
Dickinson, TX 77539

Judge: Kathleen McCumber  
2699 Calder  
League City, Texas 77573

Alternatively, any notice required hereunder, may be effected by hand delivery to the person to whom written notice is required or permitted. Such notice shall be deemed given as of the date of personal service or as of the date of deposit of such notice with the U.S. Postal Service.

8. If any provision or portion thereof contained in this agreement is held unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in force and effect.

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

**DULY PASSED AND APPROVED** on this the 25th day of August, 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

APPROVED by Kathleen McCumber, on this the \_\_\_\_ day of \_\_\_\_\_, 2020.

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Kathleen McCumber

# ITEM 8F

**Dickinson City Council  
Agenda Item Data Sheet**

**MEETING DATE:** August 25, 2020

<b>TOPIC:</b>	<b>A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, PROVIDING FOR THE REAPPOINTMENT OF J. T. 'TED' MORA, JR. AS AN ALTERNATE MUNICIPAL COURT JUDGE; ESTABLISHING THE TERMS AND CONDITIONS FOR THE PROVISION OF MUNICIPAL COURT JUDGE SERVICES; PROVIDING FOR INCORPORATION OF PREMISES; AND PROVIDING AN EFFECTIVE DATE.</b>
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<b>BACKGROUND:</b>	Mr. J.T. 'Ted' Mora, Jr. has served as one of the City's Alternate Municipal Court Judges since 2019, and staff recommends that he be reappointed for Fiscal Years 2020-2023. The Alternate Judge shall be appointed for the term expiring on May 6, 2023. There is no change in the terms of the contract, and the full amount has been budgeted.
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<b>RECOMMENDATION:</b>	Court Staff recommend approval of this Resolution.
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<b>ATTACHMENTS:</b>	<ul style="list-style-type: none"> <li>• Resolution XXX-2020</li> </ul>
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<b>FUNDING ISSUES:</b>	<input type="checkbox"/> Not applicable – no dollars are being spent or received. <input checked="" type="checkbox"/> Full amount already budgeted in Acct/Project# 04-8513-01 <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, Clerk of the Court	

<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, PROVIDING FOR THE REAPPOINTMENT OF J. T. 'TED' MORA, JR. AS AN ALTERNATE MUNICIPAL COURT JUDGE; ESTABLISHING THE TERMS AND CONDITIONS FOR THE PROVISION OF ALTERNATE MUNICIPAL COURT JUDGE SERVICES; PROVIDING FOR THE INCORPORATION OF PREMISES; AND PROVIDING AN EFFECTIVE DATE.**

\* \* \* \* \*

**WHEREAS**, J. T. 'Ted' Mora, Jr., desires to provide judicial services to the City of Dickinson; and

**WHEREAS**, J. T. 'Ted' Mora, Jr., has agreed to provide the City of Dickinson with judicial services during the absence of the appointed judge; and

**WHEREAS**, the City Council finds that J. T. 'Ted' Mora, Jr. should be reappointed as an Alternate Municipal Court Judge for the City of Dickinson in accordance with the terms and provisions herein contained.

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

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

Section 2. The City Council hereby appoints J. T. 'Ted' Mora, Jr. as an Alternate Municipal Court Judge for the City of Dickinson, Texas.

Section 3. For and in consideration of the mutual covenants and obligations herein contained, the City of Dickinson and J. T. 'Ted' Mora, Jr. agree as follows:

1. That this body endorses and supports the necessity of five court sessions per month.
2. Compensation for J. T. 'Ted' Mora, Jr. is hereby set at \$350.00 per court session – when appointed judge is not available to the Dickinson Municipal Court and when J. T. 'Ted' Mora, Jr. provides judicial services.
3. Additional court sessions for Fiscal Years 2020-2023 at \$350.00 a session for arraignment, show cause, non-appearance arraignment, pre-trial, bench trial and jury trial hearings, as needed.
4. Agreement also includes a \$90.00 an hour fee for J. T. 'Ted' Mora, Jr. when he is called upon to perform judicial orders on inmates that have outstanding warrants from the Dickinson Municipal Court

5. This agreement shall begin immediately, and the Alternate Judge shall be appointed through May 6, 2023.
6. This agreement may be terminated by either party with thirty (30) days' written notice when it appears such termination is in the best interest of J. T. 'Ted' Mora, Jr., or the City of Dickinson.
7. Notices required under this agreement shall be given by deposit in with the U.S. Postal Service, postage prepaid, return receipt requested, addressed as follows:

City: City Administrator  
City of Dickinson  
4403 Highway 3  
Dickinson, TX 77539

Judge: J. T. 'Ted' Mora, Jr.  
No 6 Chimney Corners  
La Marque, Texas 77568

Alternatively, any notice required hereunder, may be effected by hand delivery to the person to whom written notice is required or permitted. Such notice shall be deemed given as of the date of personal service or as of the date of deposit of such notice with the U.S. Postal Service.

8. If any provision or portion thereof contained in this agreement is held unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in force and effect.

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

**DULY PASSED AND APPROVED** on this the 25th day of August, 2020.

---

Julie Masters, Mayor  
City of Dickinson, Texas

ATTEST:

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

APPROVED AS TO FORM AND CONTENT:

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

APPROVED by J. T. 'Ted' Mora, Jr., on this the \_\_\_\_ day of \_\_\_\_\_, 2020.

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J. T. 'Ted' Mora, Jr.

# ITEM 9

## RESOLUTION NUMBER XXX-2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, AWARDING REQUEST FOR PROPOSAL #2005 FOR GRANT SERVICES TO PUBLIC MANAGEMENT, INC.; AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ANY AND ALL DOCUMENTS AUTHORIZING SUCH SERVICES; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Dickinson solicited assistance in its application and administration of contracts, if awarded, from the CDBG – MIT of the General Land Office (GLO), Hazard Mitigation Grant Program (HMGP) of the Texas Division of Emergency Management (TDEM), and other funding opportunities that may arise.

**WHEREAS**, the City of Dickinson advertised Request for Proposals (“RFP”) #2005 for Grant Services on June 25, 2020 and July 02, 2020 in the Galveston Daily News; and

**WHEREAS**, three bids were received in response to RFP #2005 in which the Assistant to the City Administrator publicly opened on Tuesday, July 7, at 3:00 p.m.; and

**WHEREAS**, upon full review and consideration of the Bid Tabulation and all matters attendant and related thereto, the City Council is of the opinion that RFP #2005 should be awarded to Public Management, Inc.

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

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

Section 2. The Administration/Professional Services Rating Sheet Summary of RFP #2005, attached hereto as Exhibit A, having been reviewed by the City Council of the City of Dickinson and found to be acceptable and in the best interests of the City of Dickinson and its citizens, are hereby in all things awarded.

Section 3. The City Administrator is hereby authorized 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 25th day of August, 2020.

---

Julie Masters, Mayor  
City of Dickinson, Texas

ATTEST:

---

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

APPROVED AS TO FORM AND CONTENT:

---

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

**EXHIBIT “A”**

**TO**

**RESOLUTION XXX-2020**

## Administration Services Rating Sheet Summary RFP #2005

	Max.Pts.	JET Dev.	H2O Partners	Public Mgmt.
<b>Experience</b>				
1 Related Experience / Background with federally funded projects	30	16	27	29
2 Related Experience / Background with specific project type (housing rehabilitation, acquisition of property, coordination with regulatory agency, etc.)	30	16	25	28
3 References from current/past clients	30	16	27	29
Subtotal, Experience	90	48	79	86
<b>Work Performance</b>				
1 Submits requests to client/GLO in a timely manner	15	11	15	15
2 Responds to client/GLO requests in a timely manner	15	8	13	13
3 Past client/GLO projects completed on schedule	15	8	14	13
4 Work product is consistently of high quality with low level of errors	15	8	13	14
5 Past client/GLO projects have low level of monitoring findings/concerns	15	8	14	14
6 Manages projects within budgetary constraints	15	8	15	14
Subtotal, Performance	90	51	84	83
<b>Capacity to Perform</b>				
1 Qualifications of Professional Administrators/Experience of Staff	15	8	15	15
2 Present and Projected Workloads	15	8	15	15
3 Quality of Proposal/Work Plan	15	8	15	15
4 Demonstrated understanding of scope of the projects	15	9	15	15
Subtotal, Capacity to Perform	60	33	60	60
<b>Proposed Cost</b>				
Proposed cost is in line with independent estimate and compared with all cost proposals received	60	28	52	52
	60	28	52	52
<b>TOTAL SCORE</b>				
.. Experience	90	48	79	86
.. Work Performance	90	51	84	83
.. Capacity to Perform	60	33	60	60
.. Proposed Cost	60	33	60	60
Total Score	300	165	283	289

# ITEM 10

**RESOLUTION NUMBER XXX-2020**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING AN AGREEMENT WITH HUITT-ZOLLARS, INC. FOR ENGINEERING SERVICES IN CONNECTION WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION (CDBG-MIT) FUND OF THE TEXAS GENERAL LAND OFFICE, HAZARD MITIGATION GRANT PROGRAM (HMGP) OF THE TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM); AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE AN AGREEMENT FOR SUCH SERVICES; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the City desires to enter into an agreement with Huitt-Zollars, Inc., attached hereto as Exhibit “A”, to render certain engineering services in connection with the RFP #2004; and

**WHEREAS**, the maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$15,000 for hourly labor – Engineer’s compensation shall be as approved and authorized by the Texas General Land Office, and \$1,000 for subcontract, travel, non-labor or material expenses, for post-funding services; and

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

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

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

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

**Section 3.** The City Administrator is hereby authorized to execute the 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 25th day of August 2020.

---

Julie Masters, Mayor  
City of Dickinson, Texas

ATTEST:

---

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

APPROVED AS TO FORM AND CONTENT:

---

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

**EXHIBIT “A”**

**TO**

**RESOLUTION XXX-2020**

STANDARD FORM OF AGREEMENT  
BETWEEN CLIENT AND ENGINEER

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between City of Dickinson, Texas, hereinafter called the "Client," and Huitt-Zollars, Inc., a corporation existing under the laws of the State of Texas, hereinafter called the "Engineer".

WITNESSETH, that whereas the Client intends to apply and, if awarded, implement infrastructure improvement projects funded from the Community Development Block Grant – Mitigation Fund of the Texas General Land Office Community Development Block Grant Program. Such applications and improvement projects being hereinafter collectively called the "Project".

NOW, THEREFORE, the Client and Engineer, in consideration of the mutual covenants and agreements herein contained, do agree as follows:

1. EMPLOYMENT OF ENGINEER: The Client agrees to employ Engineer as an independent contractor and Engineer agrees to perform the professional services in connection with the Project and, for having rendered such services, the Client agrees to pay to Engineer compensation as stated in the sections to follow.
2. CHARACTER AND EXTENT OF SERVICES: The character and extent of services to be provided by Engineer shall be as defined in Attachment A to this Agreement.
3. TERMS AND CONDITIONS OF AGREEMENT: The parties to this Agreement shall be subject to the Terms and Conditions of Agreement, attached hereto and referred to as Attachment B. The Engineer's obligations under this Agreement run to and are for the benefit of only the Client. This Agreement, with Attachments, represents the entire and integrated agreement between the Client and Engineer and supersedes all prior negotiations, representations or agreements, and terms and conditions, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Engineer.

4. FEES: For, and in consideration of, the services to be rendered by Engineer, the Client shall pay, and Engineer shall receive in Dallas, Texas, the fees set forth in the Attachment C to this Agreement.

5. ADDRESS OF NOTICES AND COMMUNICATIONS: All notices and communications under this Agreement to be mailed or delivered to Engineer shall be sent to the following address:

Huitt-Zollars, Inc.  
10350 Richmond Avenue, Suite 300  
Houston, Texas 77042

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

All notices and communications under this Agreement to be mailed or delivered to the Client shall be sent to the following address:

City of Dickinson  
4403 Highway 3  
Dickinson, Texas 77539

Attn: Chris Heard  
City Administrator

6. SPECIAL PROVISIONS: None

IN TESTIMONY OF WHICH, this instrument has been executed on the day and year first above written.

Accepted and Agreed to by Client:

City of Dickinson

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Proposed and Agreed to by Engineer:

Huitt-Zollars, Inc.

Signature:  \_\_\_\_\_

By: Gregory R. Wine, P.E., LEED AP

Title: Senior Vice President

## ATTACHMENT A SCOPE OF SERVICES

Engineer's services may include the following:

### **A. Pre-Funding Services**

Engineer shall provide engineering, architecture and/or surveying services to assist in the development of project scope, budget, exhibit(s), as well as define proposed project service/impact areas. Engineer shall work with the City and their Grant Administrator, if applicable, to provide concise information needed for the submission of one or more complete disaster recovery/mitigation funding applications and related documents. The required information shall be submitted in a format to be described by the TxGLO. Engineer shall participate in public meetings and prepare and conduct presentations to City Council and the public as required.

### **B. Post-Funding Services**

Engineer shall provide engineering, architecture and/or surveying services to manage and implement complete infrastructure, utilities, and eligible projects approved for disaster recovery/mitigation funding. Engineer shall follow the requirements of the HUD CDBG-MIT program as administered by TxGLO.

#### **1. Initial Engineering and Design Support**

This task is a specific prerequisite on several projects where a defined deliverable is required. The level of effort to accomplish this initial engineering effort may include full topographic survey of the project, geotechnical analysis, and a Phase I or II assessment. The specific level of effort shall be defined based on budget, schedule, and level of risk. This preliminary engineering effort will formulate the "road map" to the final deliverable of construction documents. As applicable, Engineer shall perform the following tasks to support the preliminary engineering phase:

- Conduct full range of survey and boundary resolution on a given project with Engineer's personnel in accomplishment of those services and provide quality control and review of the work product.
- Through review of "record drawings", field survey, and SUE investigations develop plan and profile drawings of existing utilities in project alignments. This effort is key when a project crosses underground pipelines, as easement requirements on the pipeline typically dictate cover/spacing requirements and what can be constructed over and across the easement.
- Prepare various project alignment, construction methods, and materials for evaluation of cost to determine the "best value" for the project.
- Work in coordination with environmental subconsultant in preparation of documents to obtain US Army Corps of Engineer's Nationwide or Individual Permits as related to projects in areas of jurisdictional wetlands and/or Waters of the United States.
- Prepare meeting agenda and subsequent meeting minutes for design team and owner meetings, meetings with regulatory agencies, design team, and subconsultant coordination meetings.
- Work with TxGLO and Harris County following review of permit requirements, project constraints, preliminary engineering evaluation, and cost estimates, to see what changes may be required to progress the project. Primary consideration in making a project modification should be to maintain the originally intended benefits of the

project without increasing project cost, extending timeline to deliver the project, or impacting environmentally sensitive issues.

## **2. Engineering and Final Design Support**

This task will be performed by the Engineer to deliver the project based on a project schedule reviewed and approved by the Client. Following the outcome of the initial planning and design efforts, Engineer shall execute the selected project alternative in accordance to Engineer's ISO 9001:2015 complaint Quality Management Program and in coordination with the Client, Grant Administrator and the TxGLO.

- Engineer shall prepare construction documents (plans and technical specifications), including necessary design information for the selected alternative sufficient to achieve the detailed design milestones. Provide information to appropriate individuals for the development of environmental fund release reports and floodplain maps.
- Engineer shall conduct regularly scheduled design progress meetings with the Client. Engineer will also follow a defined coordination protocol throughout the design process for status meetings with Client, Grant Administrator and the TxGLO, plan review meetings, and meetings with regulatory agencies as related to permits and submittals. These meetings will be documented via meeting minutes and if project delivery dates or milestones are modified, an updated design schedule will be issued.
- Engineer shall Identify and submit application for necessary permits and approvals required for design approval and construction.
- Engineer shall provide one (1) hard copy, if necessary, reproducible plan drawings and bid documents as well as an electronic copy upon design completion, and as requested during design for review by the Client. Electronic copies should be in the native format (AutoCAD DWG) along with PDF packages and shall contain corresponding references, databases, or files associated with the completed design documents.
- Engineer shall prepare a construction cost estimate and submit to the Client with each design review submittal as well as with the 100% bid ready document submission.
- Engineer shall assist the City with preparation and submission of necessary documentation to ensure compliance with TxGLO program requirements and regulations.

## **3. Bid Phase and Award Support**

Engineer shall perform the following tasks as related to bidding and award of a construction contract:

- Prepare contract document based on Client's front-end documentation, Engineer-selected specifications, Engineer provided summary of work, and bid form developed from the Engineer's construction cost estimate.
- Assist the Client with issuing public notices as per funding entity or governing entity requirements
- Schedule and conduct pre-bid conference, prepare responses to prospective bidder's questions, and necessary addenda.
- Upon opening of bids, prepare bid tabulation and analysis of bids and furnish recommendation on the award of the construction contract to the Client.
- Coordinate with selected contractor for all contract requirements (bonds, insurance, financials, etc.) and confirmation of bid prices. As applicable, if Client elects to

include alternate bid items in the contract, identify and conduct final negotiation with contractor to establish final award price.

- Route contracts for signatures and ensure contract documentation finalized and all regulatory/funding agency items are addressed.
- Issue notice-to-proceed and work with Client on scheduling a pre-construction meeting.

#### **4. Contract Management and Construction Oversight**

Engineer shall perform the following tasks as related to contract management and construction oversight:

- Conduct the pre-construction conference and record and distribute the meeting minutes.
- Provide on-site full time construction observation of the construction work. Prepare a written daily report and document construction progress with photographs.
- Monitor construction progress and schedule. Review the Contractor's schedule to ensure that it indicates duration, sequencing for major construction activities, and identifies critical activities. Monitor and report the status of key decisions and issues influential to the progress of the work.
- Review working drawings and specifications related to the project design where appropriate. Provide advice and consultation concerning such documents, including particularly their adequacy, accuracy, and constructability.
- Administer the testing laboratory contract(s). Monitor the required testing to ensure that sufficient testing is performed, secure, and distribute (or cause to be distributed) information from the testing laboratories to the Client regarding necessary field and laboratory tests and review the results of such tests with the Client for compliance with the construction documents for the project, assisting the Client when necessary.
- Review and process construction submittals, laboratory, shop, and mill tests of material and equipment for general conformity with construction document requirements
- Respond to and process Requests for Information (RFI) and maintain a log of all documents for the duration of the construction process.
- Establish and maintain a document control (filing) system to include all records, certificates, guarantees, warranties, and releases required from the construction contractor(s). Maintain an all-inclusive file for transmittal to the Client at the completion of the project.
- Prepare and process construction contract change orders if applicable. Maintain a record of all field orders, directives, time extensions, and requests for information, proposals, and change orders. Evaluate and negotiate change orders as authorized and approved by the Client and make recommendations regarding change orders to the Client.
- Conduct the Substantial Completion Inspection, prepare a punch list of unfinished construction items and issue a Certificate of Substantial Completion.
- Observe contractor's completion of the punch list items and conduct a final acceptance inspection with the Client.
- Prepare project close-out documentation and submit documents to the Client and TxGLO as required.

ATTACHMENT B  
TERMS AND CONDITIONS OF AGREEMENT  
BETWEEN CLIENT AND HUITT-ZOLLARS, INC.

**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 of Dickinson (Client) for Huitt-Zollars, Inc. (Engineer) to proceed with the work.

**2. ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS**

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

**3. STANDARD OF CARE**

All services shall be of good quality and shall be performed in a professional manner. The standard of care for all professional and related engineering services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily provided by competent professionals practicing under the same or similar circumstances; and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. 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 Client in addition to fees.

**5. BILLING AND PAYMENT**

The Client, recognizing that timely payment is a material part of the consideration of this Agreement, shall pay Engineer for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by Engineer on a monthly basis and shall be due and payable within forty-five (45) calendar days of invoice date.

The Client 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 Engineer more than forty-five (45) calendar days from date of receipt of the invoice by the Client, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount.

If Client, for any reason, fails to pay an invoice or the undisputed portion of a Engineer invoice within sixty (60) calendar days of invoice date, Engineer will notify the Client by registered mail that Engineer shall cease work on the project in ten (10) calendar days from the date of receipt of the invoice if the invoice in question is not paid.

In the event any invoice or portion thereof is disputed by Client, Client shall notify Engineer and Client and Engineer shall work together to resolve the matter within forty-five (45) days of its being called to Engineer's attention. If resolution of the matter is not attained within forty-five (45) calendar days, either party may terminate this Agreement.

**6. TERMINATION**

Either Party to this Agreement may terminate this Agreement and any Task Order(s) issued hereunder without cause by giving to the other Party thirty (30) days' written notice. Upon delivery of such notice by the Client to Engineer, Engineer shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement and, no later than thirty (30) days after receiving such notice, cease all Engineer's Services in connection with the performance of this Agreement, or Task Order(s) except to the extent otherwise provided in the written notice. As soon as practicable after termination, Engineer shall submit a statement, showing in detail the Services performed under this Agreement, including any Task Orders to the date of termination. The Client shall then pay Engineer within the time period provided above any undisputed outstanding payment due and owing to Engineer. Copies of all instruments of service and project documents shall be delivered to the Client when the Agreement or Task Order(s) are terminated.

If Engineer elects to terminate this Agreement or a Task Order(s) issued hereunder, the Client may, at its election, require Engineer to complete Services under the Task Order(s), if Client is current in paying amounts due and owing to Engineer, or becomes current within the 30-day notice period stated above.

Notwithstanding anything herein to the contrary, Engineer shall not be compelled to enter into additional Task Orders.

**7. 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 Client.

**8. GOVERNING LAW**

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

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

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

**10. CONSTRUCTION OBSERVATION**

If Construction Phase Services are part of this Agreement, Engineer shall visit the site at intervals agreed to in writing by the Client and Engineer, 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 Engineer 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, Engineer shall keep the Client informed about the progress of

the Work and shall endeavor to guard the Client against deficiencies in the Work.

If the Client desires more extensive project observation or fulltime project representation, the Client shall request that such services be provided by Engineer as Additional Services in accordance with the terms of this Agreement. Engineer 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.

Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. Engineer 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 as long as Engineer abided by its standard of care.

#### **11. JOBSITE SAFETY**

Neither the professional activities of Engineer, nor the presence of Engineer or its employees and subconsultants at a construction/project site, shall relieve the General 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. Engineer 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 Client agrees that the General Contractor shall be solely responsible for jobsite safety.

#### **12. RIGHT TO RELY ON CLIENT-PROVIDED INFORMATION**

Engineer may rely upon the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client or any of its other consultants (collectively the Client) to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, plans and information in performing or furnishing services under this Agreement. Any increased costs incurred by Engineer due to changes in or the incorrectness of information provided by the Client shall be compensable to Engineer as long as Engineer abided by its standard of care.

#### **13. OWNERSHIP OF DOCUMENTS**

All documents, including original drawings, estimates, specifications, designs, periodic construction progress notes, computer files and data (collectively, the "Documents") shall be the property of the Client, provided that Engineer has received full compensation of all undisputed amounts due pursuant to the terms of this Agreement and subject to all of the following terms and conditions. Engineer agrees that it shall not reuse any portion of the Documents that is unique to the Client's project or projects for any other client, without the express written consent of the Client, which consent will not be unreasonably withheld. Engineer may retain a set of reproducible record copies of the Documents, in consideration of which it is mutually agreed that the Client will use such Documents solely in connection with the project covered by the Agreement and for no other purposes, except with the express written consent of Engineer, which consent will not be unreasonably withheld. Any use of the Documents on a project not covered by the Agreement without the express written consent of Engineer shall be at the Client's sole risk.

All materials and information that are the property of Client and all copies or duplications thereof

shall be delivered to Client by Engineer, if requested by Client, upon completion of Services. Engineer may retain one (1) complete set of reproducible copies of all of its instruments of service.

**14. 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.

**15. 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 Engineer as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

**16. DESIGN REQUIREMENTS**

Construction plans and specifications shall conform to the design criteria and regulations of all agencies and political subdivisions with jurisdiction over the project at the time of design.

**17. INSURANCE REQUIREMENTS.**

Engineer shall procure and maintain throughout the term of this Agreement, at its sole cost and expense, insurance of the types and in the minimum amounts set forth below. Upon execution of this Agreement, Engineer shall furnish to the Client certificates of insurance and any endorsement required hereunder issued by the insurance carrier evidencing compliance with the insurance requirements hereof. Certificates shall list Engineer, the name of the insurance company, the policy number, the term of coverage, and the limits of coverage. Engineer shall cause its insurance companies to provide the Client with at least thirty (30) days' prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation, or non-renewal of the insurance coverage required under this Agreement. Engineer shall obtain such insurance from such companies having a Bests rating of B+/VII or better, licensed to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- a) Workers' Compensation insurance in accordance with the laws of the State of Texas for all of Engineer's employees or workers at the site of any project and Employer's Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease; \$500,000 policy limit for Occupational Disease; and Employer's Liability of \$500,000 each accident.
- b) Commercial General Liability insurance, including coverage for Products/Completed Operation, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:
  - \$2,000,000 general aggregate limit;
  - \$1,000,000 each occurrence, combined single limit;
  - \$1,000,000 aggregate Products, combined single limit; and
  - \$1,000,000 aggregate Personal Injury/Advertising Liability.
- c) Automobile Liability coverage applying to owned, non-owned and hired motor vehicles, with limits of not less than \$1,000,000 each occurrence combined single limit for bodily injury, death, and property damage combined.

- d) Excess Liability insurance, with limits not less than \$1,000,000 each occurrence combined single limit, shall follow the form of the underlying coverages. It shall be excess over and be no less broad than Commercial General Liability, Automobile Liability, Employer Liability, Pollution Liability as required, including but not limited to the required additional insured status, waiver of subrogation, notice of cancellation, and prohibited exclusions or limitations and will be primary to and not seek contribution from any other insurance maintained by Client.
- e) Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate. Engineer's Professional Liability insurance shall cover all services rendered by Engineer and its consultants or subconsultants under the Agreement. Such policy shall cover claims arising out of all negligent acts, errors, and omissions by Engineer, its employees, and consultants, that arise out of this Agreement or the Services performed by Engineer, including vicarious liability. Any retroactive date must be effective prior to beginning of services for Client. This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from bodily injury or property damage.

The Client and the Client's Mayor, City Council, agents and employees shall be added as additional insureds to all coverages required under this Agreement, except for workers' compensation insurance and professional liability insurance, using ISO form CG 2010 (07 04) or equivalent. All policies written on behalf of Engineer shall contain a waiver of subrogation in favor of the Client and the Client's agents and employees, with the exception of professional liability insurance. In addition, all of the aforesaid policies shall be endorsed to provide that they are primary coverages and not in excess of any other insurance available to the Client, and without rights of contribution or recovery against the Client or from any such other insurance available to the Client. Engineer, and not the Client, shall be responsible for paying the premiums and deductibles, if any, that may from time to time be due under all of the insurance policies required of Engineer.

## **18. INDEMNIFICATION**

**A. GENERAL.** TO THE FULLEST EXTENT PERMITTED BY LAW, ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF DICKINSON AND ITS EMPLOYEES (HEREINAFTER REFERRED TO INDIVIDUALLY AS AN "INDEMNITEE" AND COLLECTIVELY AS THE "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND COSTS INCURRED BY INDEMNITEES WHICH ARE:

1. DUE TO THE VIOLATION OF ANY ORDINANCE, REGULATION, STATUTE, OR OTHER LEGAL REQUIREMENT IN THE PERFORMANCE OF THIS AGREEMENT, BY ENGINEER, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL;
2. CAUSED BY OR RESULTING FROM ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION IN VIOLATION OF ENGINEER'S STANDARD OF CARE, BY THE ENGINEER, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL;
3. CAUSED BY OR RESULTING FROM ANY CLAIM ASSERTING

INFRINGEMENT OR ALLEGED INFRINGEMENT OF A PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT IN CONNECTION WITH THE INFORMATION FURNISHED BY OR THROUGH ENGINEER, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL;

4. DUE TO THE FAILURE OF ENGINEER, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL TO PAY THEIR CONSULTANTS OR SUBCONSULTANTS AMOUNTS DUE FOR SERVICES PROVIDED IN CONNECTION WITH THE PROJECT; OR
5. OTHERWISE ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT, INCLUDING SUCH CLAIMS, DAMAGES, LOSSES OR EXPENSES ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING LOSS OF USE RESULTING THEREFROM, **BUT ONLY TO THE EXTENT** SUCH CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES ARE CAUSED BY OR RESULT FROM ANY NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF THE ENGINEER, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL.

**B. REIMBURSEMENT OF CLIENT'S FEES IN DEFENSE OF CLAIMS.** To the **extent** Client incurs attorney's fees in defense of any claim asserted against the Client which arises or results from the alleged acts or omissions of the Engineer described in Section A. above, Engineer shall reimburse Client its reasonable attorney's fees in proportion to the Engineer's liability found after a final adjudication of liability.

**C. ADDITIONAL INSURED STATUS.** Engineer shall name the Client as an additional insured on the Engineer's general liability policy and provide the Client any defense allowed under said policy. Any endorsement to Engineer's general liability policy prohibiting or limiting the coverages required herein shall be modified such that the policy will respond to the obligations of the Engineer as set forth in this Section to the full extent allowed under Texas law.

**D.** It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under this Section or the Additional Insured requirements, such legal limitations are made a part of the contractual obligations and shall operate to amend the obligations to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the obligations shall continue in full force and effect. Should any provision or any part of any provision of this Agreement be held invalid, unenforceable or contrary to public policy, law, statute or ordinance, then the remainder of the provision, paragraph, Section and/or Agreement shall not be affected thereby and shall remain valid and fully enforceable.

- E.** The obligations contained in this Section shall survive the expiration, completion, abandonment and/or termination of the Agreement and final completion of the Work and any other services to be provided pursuant to this Agreement to the extent and for the time periods provided allowed under Texas law.

No provision herein shall be construed to increase the Client's liability as provided and limited under the Texas Tort Claims Act, nor shall any such provision be construed as a waiver to any extent of any governmental immunity that the Client may have.

**19. PERSONNEL**

Engineer agrees that during Engineer's performance of Services hereunder, adequate provision shall be made to staff and retain the services of such competent personnel as may be appropriate or necessary for the performance of the Services. Client shall have the right to review the personnel assigned by Engineer, and Engineer shall remove any personnel not acceptable to Client. Engineer may remove personnel assigned to a Task Order without Client's prior approval, provided the progress of the Services shall not be unreasonably impaired.

**20. PERMITS AND LICENSES**

Engineer represents to Client that it has and will maintain during the performance of the Services under this Agreement any permits or licenses which, under the regulations of federal, state, or local governmental authority, it may be required to maintain in order to perform the Services.

**21. CERTIFICATION OR SEALING OF INSTRUMENTS OF SERVICE BY PROFESSIONAL ENGINEER**

All specifications, drawings, and other engineering documents that are prepared by Engineer shall be certified or sealed by a registered professional engineer. Such certifications or seals shall be valid for the State of Texas.

**22. CHAPTER 2271 VERIFICATION.**

By signing and entering into this Agreement, Engineer verifies, pursuant to Chapter 2271 of the Texas Government Code, that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

**23. ANTI-TERRORISM STATEMENT**

Engineer hereby represents and warrants that at the time of this Agreement neither Engineer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Engineer: (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a company listed by the Texas Comptroller pursuant to Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code.

ATTACHMENT C  
SCHEDULE OF FEES

1.0 COMPENSATION FOR LABOR

1.1 For Pre-Funding Services authorized in writing by the Client shall be on an hourly basis invoiced at rates on the "Hourly Rate Schedule" in Attachment D. The estimated not to exceed budget for these services is \$ 15,000.00. This amount will not be exceeded without additional written authorization from the Client.

1.2 For Post-Funding Services, Engineer's compensation shall be as approved and authorized by the TxGLO.

2.0 COMPENSATION FOR EXPENSES

2.1 Subcontract, Travel, Non-Labor or Material Expenses shall be invoiced in accordance with the "Hourly Rate Schedule" in Attachment D. The estimated not to exceed budget for these expenses is \$ 1,000.00. This amount will not be exceeded without additional written authorization from the Client.

# ITEM 11

**Dickinson City Council  
Agenda Item Data Sheet**

**MEETING DATE:** August 25, 2020

**TOPIC:** **CONDUCT A PUBLIC HEARING CONCERNING:** Zoning Case **SUP 2020-0470**, A Request for a Specific Use Permit On Approximately 2.001 Acres, for a “Restaurant That Serves Alcohol” and a “Restaurant That Has a Drive-Through Window” in the “NC” (Neighborhood Commercial) Zoning District, Legally Described As Dickinson Crossing (2006) Abstract 19, Lot A, 2.001 Acres, Generally Located South of FM 517 and West of Evergreen, With the Address Being 628 FM 517 W, Dickinson, Texas 77539.

**BACKGROUND:** Staff has received an application for a restaurant to be located at 628 FM 517 W, that wishes to serve alcohol and use the drive-through window. The property is zoned for Neighborhood Commercial “NC”, and the serving of alcohol and the use of a drive-through window in restaurants located in this zoning district require a Specific Use Permit.

At the August 18, 2020 regular meeting of the Planning and Zoning Commission, the Commission held a public hearing to give the public an opportunity to comment on the proposed Specific Use Permit. No one spoke in opposition to the requested Specific Use Permit. The Planning & Zoning Commission unanimously recommended approval of the requested Specific Use Permit provided that the fencing on the property is good. Code Enforcement Officer Tammy Edmonds is currently addressing the fencing for the entire center and the retention pond to the rear of the property through code enforcement case numbers 2165, 2166, 2167, 2168.

The Specific Use Permit may also include appropriate conditions and safeguards to protect adjacent property and property values.

**RECOMMENDATION:** **The Planning and Zoning Commission Recommended Approval of the Requested Specific Use Permit**

**ATTACHMENTS:** • August 18, 2020 Planning and Zoning Commission Packet

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

**FINANCE VERIFICATION OF FUNDING:**

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

**Dickinson Planning & Zoning Commission  
Agenda Item Data Sheet**

**MEETING DATE**            August 18, 2020

<b>TOPIC:</b>	<b>CONDUCT A PUBLIC HEARING CONCERNING: SUP 2020-0470</b> , A Request for a Specific Use Permit On Approximately 2.001 Acres, for a “Restaurant That Serves Alcohol” and a “Restaurant That Has a Drive-Through Window” in the “NC” (Neighborhood Commercial) Zoning District, Legally Described As Dickinson Crossing (2006) Abstract 19, Lot A, 2.001 Acres, Generally Located South of FM 517 and West of Evergreen, With the Address Being 628 FM 517 W, Dickinson, Texas 77539.
---------------	--

<b>BACKGROUND:</b>	<p>Staff has received an application for a restaurant to be located at 628 FM 517 W, that wishes to serve alcohol and use the drive-through window. The property is zoned for Neighborhood Commercial “NC”, and the serving of alcohol and the used of a drive-through window in restaurants located in this zoning district require a Specific Use Permit.</p> <p>The Specific Use Permit may also include appropriate conditions and safeguards to protect adjacent property and property values.</p>
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<b>ATTACHMENTS:</b>	<ul style="list-style-type: none"> <li>• Specific Use Permit Application, Including the List of Properties Within 200 Feet of Zoning Change Property Provided by Galveston Central Appraisal District to Applicant</li> <li>• Copy of Notice of Public Hearing Sent to Properties on List Provided by Galveston Central Appraisal District to Applicant</li> <li>• Aerial Image Reflecting Location of the Property</li> <li>• Affidavit of Publication of Newspaper Notice</li> </ul>
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<b>SUBMITTING STAFF MEMBER:</b>	Alun W. Thomas, City Secretary
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**ACTIONS TAKEN**

<p><b>APPROVAL</b></p> <p><input type="checkbox"/> YES   <input type="checkbox"/> NO</p>	<p><b>OTHER</b></p>
--	---------------------



**SPECIFIC USE PERMIT APPLICATION**



**PROPERTY INFORMATION**

Property Address: 628 FM 517 Rd W Dickinson, TX 77539  
Legal Description: Dickinson Crossing (2006) ABST 19, LOT A, ACRES 2.001

Present district Zoning: Neighborhood Commercial

Specific Use Permit Being Requested Description: Vintage Crown -Micheladas & Tacos  
Restaurant serving food, beer and wine. *via Dine in and the drive thru window.*

**OWNER INFORMATION**

Owner Name: *MODS Bay colony, LLC* Owner Phone#: *281-788-9360*  
Address: *6 Waterford Oaks Lane*  
City: *Kemah* State: *TX* Zip Code: *77565*

**APPLICANT/AGENT INFORMATION**

Applicant/Agent Name: Angelo Arriaga Applicant Phone#: 409-996-9319  
Address: 2899 Flower Creek Ln  
City: Dickinson State: TX Zip Code: 77539

\*If applicant is different than property owner a **Notarized Letter of Authorization** must be attached to the application\*

**PROPERTY OWNER/AGENT AUTHORIZATION**

**Property Owner Consent/Agent Authorization:** By my signature, I hereby affirm that I am the property owner of record, or if the applicant is an organization or business entity, that authorization has been granted to represent the owner, organization or business in this application. I certify that the preceding information is complete and accurate, and it is understood that I agree to the application being requested for this property. Additionally, my signature below indicates my awareness of the fee required at the time of the application submittal and any additional fees as noted in the City's fee schedule. This fee is non-refundable even in the event of application withdrawal. I have the power to authorize and hereby grant permission for City of Dickinson officials to enter the property on official business as part of the application process

*[Signature]* *Dorit Allen* 07-23-2020  
Signature of Contractor, Authorized Agent Printed Name Application Date

**FOR OFFICE USE ONLY**

Specific Use Permit Number#: *2020-0470* Fees Due\$: *650.00*  
Date was Submitted: *7/27/2020* Payment rcvd: *via check #2889*  
P&Z Meeting Date: *8-18-2020*  Approved  Denied *7-27-2020*  
Council Meeting Date: *8-25-2020*  Approved  Denied



## SPECIFIC USE PERMIT APPLICATION REQUIREMENTS

### Attach These Items With Completed Application:

- Map from Central Appraisal District with 200' radius
- List of owners within 200' (from Central Appraisal District)
- Existing Site Plan
- \$525.00 Fee ~~525.00~~ *650.00*



### Submit Immediately **AFTER** Notices Have Been postmarked:

- Sign & Address Affidavit

### Bring these items to the Planning & Zoning Meeting:

- Return receipts of mailed notice, including envelopes that are returned

### What is a Specific Use Permit?

Certain uses have been prescribed as needing an additional approval before being placed within certain Zoning Districts. A Specific Use Permit can have additional conditions applied to the business being proposed to protect surrounding zoning districts from undue harm.

### Who may request a Specific Use Permit?

A Specific Use Permit may be requested by the owner of the property or another person having written, notarized authorization to act as the agent of the property owner.

### How long does a Specific Use Permit request take?

Many factors influence the amount of time required to complete a Specific Use Permit request. A good estimate is 45-60 days from the date of application submittal. The Planning & Zoning Commission meets once a month on the Third Tuesday of the month. City Council meets twice a month on the Second and Fourth Tuesday's of the month. Please ask staff to present you with a calendar of the upcoming meetings.

### How do I submit a request?

The City of Dickinson will supply the application form and staff will assist you in completing it. When several owners are involved, one person should be authorized (by notarized letter) to act as the signatory and applicant.

### What is the filing deadline?

Proposals should be filed as soon as completed. They must be filed, no later than 12:00 noon, thirty (30) days prior to the Planning & Zoning Commission meeting date. If required information is missing or in error, the proposal will be returned for completion and must be resubmitted in accordance with the filing deadline.

### What is the cost of a Specific Use Permit request?

A non-refundable fee of \$525.00 must accompany a completed Specific Use Permit application. In some instances, staff, the Planning & Zoning Commission or City Council may require technical studies (engineering, noise, traffic, impact, etc.). The cost for these studies is borne by the applicant. The breakdown of the \$525.00 is as follows:

- \$250.00 Application Fee
- \$250.00 Newspaper Notice Fee
- 25.00/Variance Sign, to be placed every 200' of public street frontage



## SPECIFIC USE PERMIT APPLICATION

### What is the purpose of the public hearings?

Zoning regulations are established to protect the public health, safety and general welfare of all citizens. The public hearing process gives all residents to express how they feel the proposed variance could affect them positively or negatively.



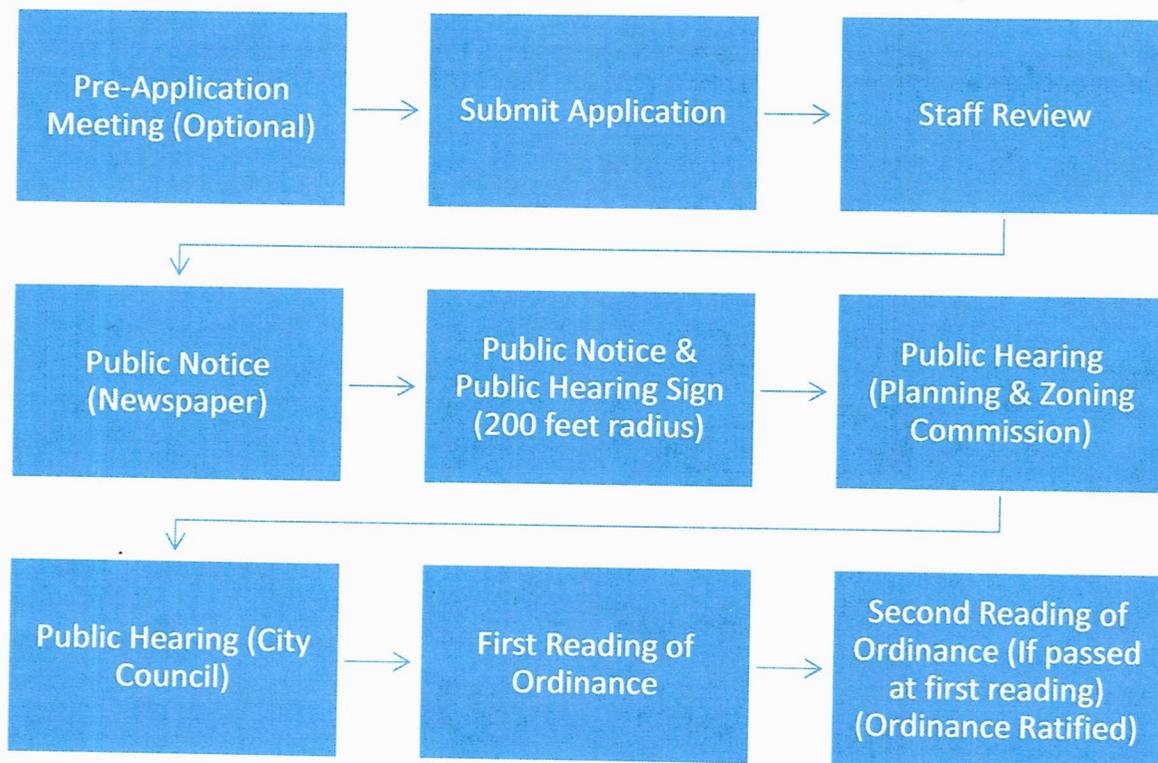
### What key information should be presented?

- Present and proposed zoning or use
- Compatibility of proposed zoning with the surrounding area
- Important physical features of the property (roads, topography, etc.)
- Need for re-zoning the location
- Support for the request by neighboring property owners
- Other facts that may affect a decision

### Who should present the proposal at the public hearings?

The owner should be present at the public hearings. The owner, applicant or an agent may make the presentation to the Board of Adjustments.

### Process for Specific Use Permits:



# MDDS BAY COLONY, LLC

Owners – Managers – Builders

6 Waterford Oaks Lane  
Kemah, Texas 77565  
Phone: (281) 728-9360

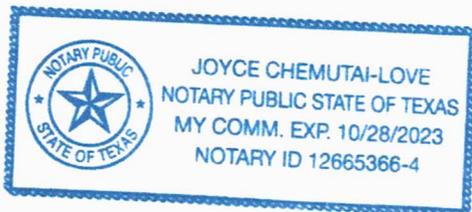


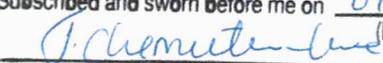
I, Dorit Allon Owner of MDDS Bay Colony Shopping Center have leased a space at the address 628 FM 517 Rd W, Dickinson TX 77539 to Angelo E. Arriaga dba Vintage Crown.

  
Dorit Allon

  
Owner

  
Date



State of Texas County of Harris  
Subscribed and sworn before me on 07/22/2020  
 (Date)  
J. Chemutai-Love  
(Notary Signature)

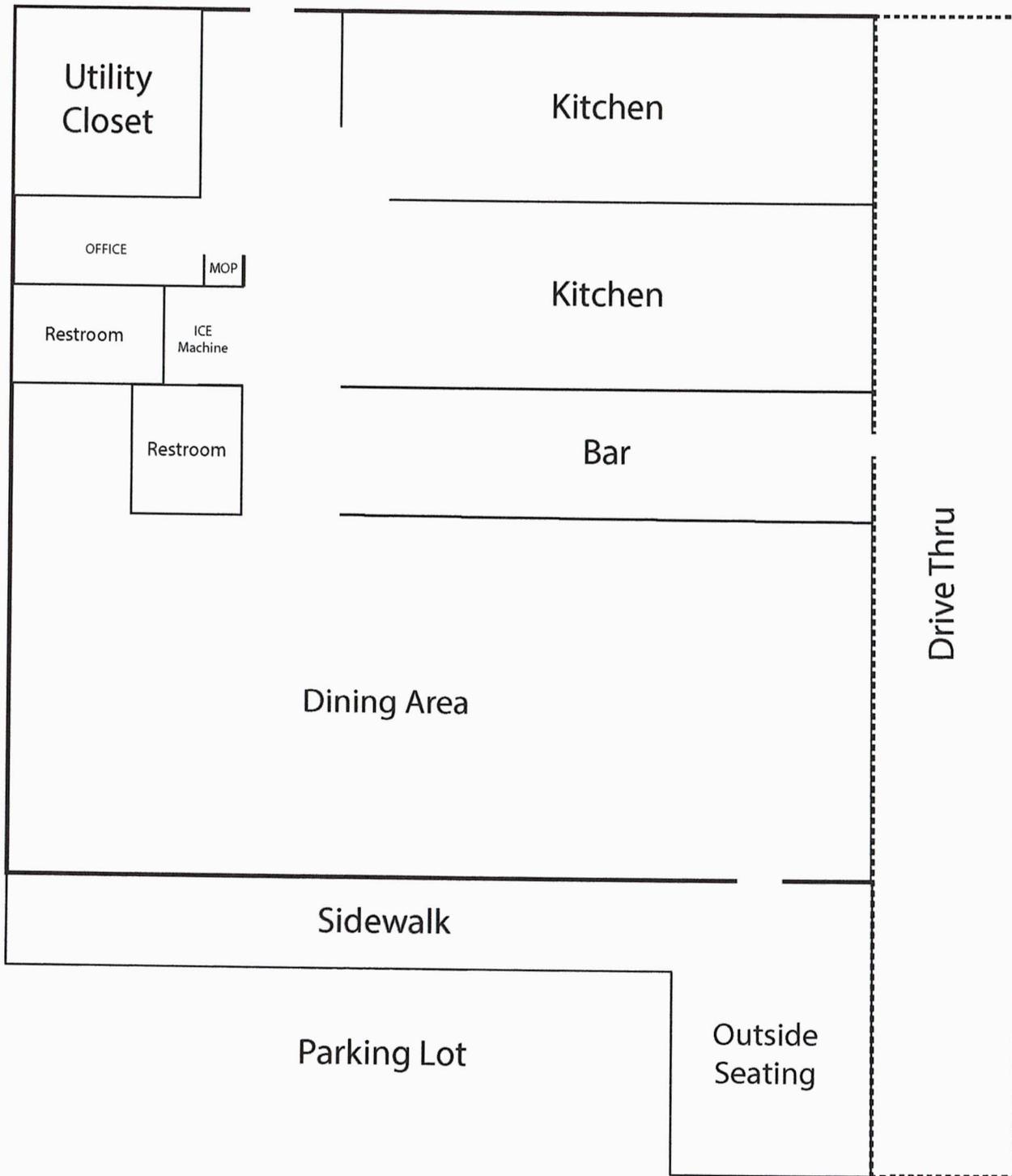
# Galveston Central Appraisal District



Geospatial or map data maintained by the Galveston Central Appraisal District is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and only represents the approximate relative location of property boundaries.

ID	NAME	ADDRESS	ADDRESS2	ADDRESS3	CITY	ST	ZIP
162160	SUTHERLAND LUMBER SW INC	<null>	4000 MAIN ST	<null>	KANSAS CITY	MO	64111-2326
162162	CHOUDHRI ALI	<null>	2500 W LOOP S	STE 255	HOUSTON	TX	77027
162209	PERALES CYNTHIA LYNN & MARK CISNEROS	<null>	3721 EVERGREEN DR	<null>	DICKINSON	TX	77539-6107
162210	ARRIAGA GREGORIO LOPEZ III	<null>	3719 EVERGREEN DR	<null>	DICKINSON	TX	77539
162212	WILLINGHAM LINDA KAY	<null>	3713 EVERGREEN DR	<null>	DICKINSON	TX	77539-6107
162213	LIGGIO JASPER J	<null>	P O BOX 1698	<null>	DICKINSON	TX	77539-1698
162216	SHERIDAN DENNIS & TRACY	<null>	3707 EVERGREEN DR	<null>	DICKINSON	TX	77539
162217	DOW DARNELL J	<null>	PO BOX 1000	<null>	PEARLAND	TX	77588
162288	KEITH TIMOTHY & DEBORAH	<null>	604 RENALDO ST	<null>	DICKINSON	TX	77539
162289	BEAGNYAM AZZIE & ASHLEE	<null>	610 REYNALDO ST	<null>	DICKINSON	TX	77539-6123
162290	BOLEN ROBERT E & SHARON A	<null>	614 RENALDO DR	<null>	DICKINSON	TX	77539
162291	GREEN KENNETH W & DONNA E	<null>	618 RENALDO	<null>	DICKINSON	TX	77539
162298	OYERVIDES JORGE A	<null>	3732 EVERGREEN DR	<null>	DICKINSON	TX	77539
162299	GRAHAM JEFFERY ROSS & DENISE MARIE	<null>	3728 EVERGREEN	<null>	DICKINSON	TX	77539
162300	CASTILLO CHRISTIAN DANIEL	<null>	3724 EVERGREEN DR	<null>	DICKINSON	TX	77539
162301	DUNSHEATH RICHARD J JR &	<null>	ELLEN M	3720 EVERGREEN DR	DICKINSON	TX	77539-6108
162302	LYON STEPHEN MARK IV	<null>	3716 EVERGREEN DR	<null>	DICKINSON	TX	77539-6108
162303	ONUORAH VIRGINIA	<null>	2211 RINCON DR	<null>	LEAGUE CITY	TX	77573
434564	CORSAIR INVESTMENTS INC	<null>	2304 CARINA CT	<null>	LEAGUE CITY	TX	77573
434566	RC BC LLC	<null>	AND GT BC LLC	PO BOX 26426	LOS ANGELES	CA	90026

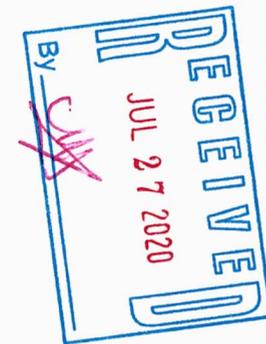




Vintage Crown -  
Michelada Bar and Tacos

628 FM 517 Rd W  
Dickinson, TX 77539

2050 sq ft



# BAY COLONY III

TJ REED KITCHEN	K & G BARBER	Advance Brace		Cline Pediatic	Vintage Crown - Michelada Bar and Tacos
616	618	620	622	624	628

WELLNESS/ P.T.	608/610
Massage 8	606



FM 517 West



RECEIVED  
JUL 27 2020  
By *[Signature]*

RESTAURANT  
FOR LEASE  
281-728-9360

LINE  
TRICS

FLIPPERS





Crackened. Cracked. Cracked.  
The Best of the Best

RESTROOMS

RECEIVED  
BY *SK*  
JUL 27 2020



RECEIVED  
BY *[Signature]*  
JUL 27 2020

# Angelo Arriaga

628 FM 517 Rd. W Dickinson, TX 77539

(409) 996-9319

[angeloeearriaga@gmail.com](mailto:angeloeearriaga@gmail.com)



July 24, 2020

Dear City of Dickinson,

I am requesting a "specific use permit" for my business *Vintage Crown – Micheladas & Tacos*. I have attached all required documents for your review. *Vintage Crown – Micheladas & Tacos* is a family restaurant serving food, beer and wine.

Sincerely,

Angelo Arriaga



## Notice of Public Hearing

This notice is provided in accordance with Dickinson Code of Ordinances Section 18-20. It will be sent to all property owners within 200' of the property listed below regarding a request for a Specific Use Permit. You are welcome to attend the public hearing to learn more about the proposed project and/or to voice your opinions on this proposal.

Address of Property: 628 W FM 517  
Dickinson, TX 77539

Legal Description: Dickinson Crossing (2006) Abstract 19, Lot A, Acres 2.001

Location: Generally Located South of FM 517 and West of Evergreen Drive

Proposal: Request for a Specific Use Permit on Approximately 2.001 Acres, for a "Restaurant That Serves Alcohol" and a "Restaurant That Has a Drive-Through Window" in the "NC" (Neighborhood Commercial) Zoning District.

Meeting Date: **Planning & Zoning Commission:** Tuesday, August 18, 2020 at 6:30 p.m.  
**City Council:** Tuesday, August 25, 2020 at 7:00 p.m.

Meeting Location: 4403 Highway 3  
Dickinson City Hall  
Council Chambers  
Dickinson, TX 77539

In accordance with order of the Office of the Governor issued March 16, 2020, the City of Dickinson, Texas reserves the right to conduct these public meetings by telephone or online video conference.

If you would like additional information regarding the details of this proposal, please contact Ray Burgess, City of Dickinson Building Official, at (281) 337-8833.

# 628 W FM 517



# The Daily News.

## Affidavit of Publication

P.O. Box 628  
Galveston, TX 75544  
(409) 683-5200

STATE OF TEXAS  
COUNTY OF GALVESTON

Jana Knoell, being duly sworn, says:  
That she is Jana Knoell of THE GALVESTON COUNTY DAILY NEWS, a daily newspaper of general circulation, printed and published, a copy of which is attached hereto, was published in the said newspaper on the following dates:  
07/29/20

That said newspaper was regularly issued and circulated on those dates.

Signed: Jana Knoell  
Jana Knoell

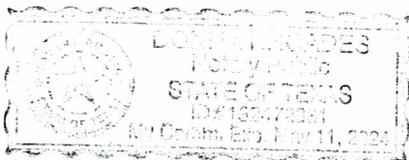
Subscribed to and sworn to me this 31st day of July, 2020

Donna Rhoades  
Donna Rhoades

Notary Public, State of Texas, Galveston County, TX  
My commission expires: May 11, 2024

Acct #54152      Ad #772103

City of Dickinson - Legals  
Accounts Payable  
4403 Hwy 3  
Dickinson, TX 77539



### Notice of Public Hearing

This notice is provided in accordance with Dickinson Code of Ordinances Section 18-20. It will be sent to all property owners within 200' of the property listed below regarding a request for a Specific Use Permit. You are welcome to attend the public hearing to learn more about the proposed project and/or to voice your opinions on this proposal.

**Address of Property:** 628 W FM 517, Dickinson, TX 77539

**Legal Description:** Dickinson Crossing (2006) Abstract 19, Lot A, Acres 2.001

**Location:** Generally Located South of FM 517 and West of Evergreen Drive

**Proposal:** Request for a Specific Use Permit on Approximately 2.001 Acres, for a "Restaurant That Serves Alcohol" and a "Restaurant That Has a Drive-Through Window" in the "NC" (Neighborhood Commercial) Zoning District.

**Meeting Date: Planning & Zoning Commission: Tuesday, August 18, 2020 at 6:30 p.m.**

**City Council: Tuesday, August 25, 2020 at 7:00 p.m.**

**Meeting Location:**  
4403 Highway 3,  
Dickinson City Hall  
Council Chambers  
Dickinson, TX 77539

In accordance with order of the Office of the Governor issued March 16, 2020, the City of Dickinson, Texas reserves the right to conduct these public meetings by telephone or online video conference.

If you would like additional information regarding the details of this proposal, please contact Ray Burgess, City of Dickinson Building Official, at (281) 337-8833.

Published: July 29, 2020

**COPY**

# ITEM 12

**Dickinson City Council  
Agenda Item Data Sheet**

**MEETING DATE:** August 25, 2020

**TOPIC:** Ordinance Number XXX-2020 (Zoning Case SUP 2020-0470) – **AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NUMBER 420-2001, AS HERETOFORE AMENDED, TO GRANT SPECIFIC USE PERMIT NUMBER SUP 2020-0470 ALLOWING THE APPLICANT TO USE THE PROPERTY FOR A RESTAURANT THAT SERVES ALCOHOL AND A RESTAURANT THAT HAS A DRIVE-THROUGH WINDOW; SUCH PROPERTY BEING LEGALLY DESCRIBED AS ± 2.001 ACRES IN DICKINSON CROSSING (2006) ABSTRACT 19, LOT A, 2.001 ACRES, MORE COMMONLY KNOWN AS 628 FM 517 WEST, GENERALLY LOCATED SOUTH OF FM 517 AND WEST OF EVERGREEN IN THE CITY OF DICKINSON, GALVESTON COUNTY, TEXAS, PRESENTLY ZONED NEIGHBORHOOD COMMERCIAL (“NC”); PROVIDING FOR THE INCORPORATION OF PREAMBLE; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION HEREOF; AND PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.**

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

In the previous agenda item, the Council conducted a public hearing on a request to amend the Comprehensive Zoning Ordinance by granting a Specific Use Permit to the Applicant for a Restaurant that Serves Alcohol and a Restaurant that has a Drive-Through Window on property located at 628 FM 517 West in Dickinson (“Property”).

On August 18, 2020, the Planning and Zoning Commission conducted a public hearing on this Specific Use Permit request and recommended approval of the request provided that the fencing on the property is good. Code Enforcement Officer Tammy Edmonds is currently addressing the fencing for the entire center and the retention pond to the rear of the property through code enforcement case numbers 2165, 2166, 2167, 2168.

**RECOMMENDATION:** **The Planning and Zoning Commission unanimously recommended approval of the requested Specific Use Permit.**

**ACTIONS TAKEN**

<p><b>APPROVAL</b> <input type="checkbox"/> YES   <input type="checkbox"/> NO</p>	<p><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></p>	<p><b>OTHER</b></p>
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**Dickinson City Council  
Agenda Item Data Sheet**

<b>ATTACHMENTS:</b> • Ordinance XXX-2020	
<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	
<b>FINANCE VERIFICATION OF FUNDING:</b>	
<b>SUBMITTING STAFF MEMBER:</b>  Alun W. Thomas, City Secretary	<b>CITY ADMINISTRATOR APPROVAL:</b>

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<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>

**ORDINANCE NUMBER XXX-2020  
(Zoning Case SUP 2020-0470)**

**AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NUMBER 420-2001, AS HERETOFORE AMENDED, TO GRANT SPECIFIC USE PERMIT NUMBER SUP 2020-0470 ALLOWING THE APPLICANT TO USE THE PROPERTY FOR A RESTAURANT THAT SERVES ALCOHOL AND A RESTAURANT THAT HAS A DRIVE-THROUGH WINDOW; SUCH PROPERTY BEING LEGALLY DESCRIBED AS ± 2.001 ACRES IN DICKINSON CROSSING (2006) ABSTRACT 19, LOT A, 2.001 ACRES, MORE COMMONLY KNOWN AS 628 FM 517 WEST, GENERALLY LOCATED SOUTH OF FM 517 AND WEST OF EVERGREEN IN THE CITY OF DICKINSON, GALVESTON COUNTY, TEXAS, PRESENTLY ZONED NEIGHBORHOOD COMMERCIAL (“NC”); PROVIDING FOR THE INCORPORATION OF PREAMBLE; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION HEREOF; AND PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.**

**WHEREAS**, Corsair Investments Inc. (“Owner”) is the owner of ± 2.001 Acres, Dickinson Crossing (2006) Abstract 19, Lot A, 2.001 Acres, more commonly known as 628 FM 517 West, generally located south of FM 517 and west of Evergreen in the City of Dickinson, Galveston County, Texas (the “Property”), and

**WHEREAS**, the Property presently has a zoning classification of Neighborhood Commercial (“NC”) pursuant to Ordinance No. 420-2001, the City's Comprehensive Zoning Ordinance; and

**WHEREAS**, Vintage Crown - Micheladas & Tacos (“Applicant”) has made application to the City for a Specific Use Permit (“SUP”) for said Property to allow the use of a Restaurant that Serves Alcohol and a Restaurant that has a Drive-Through Window as authorized by the City’s Zoning Ordinance; and

**WHEREAS**, the City Secretary of Dickinson, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Dickinson and laws of the State of Texas, at a meeting of the City Council, to be held on the 25th day of August, 2020, for the purpose of considering a Specific Use Permit (“SUP”) to allow the use of a Restaurant that Serves Alcohol on the Property; and

**WHEREAS**, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Dickinson, Texas, at least fifteen (15) days prior to the time set for such hearing; and

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 25th day of August, 2020; and

**WHEREAS**, the City Council is of the opinion and finds that the granting of the Specific Use Permit (SUP) to allow the Applicant to use the Property for a Restaurant that Serves Alcohol and a Restaurant that has a Drive-Through Window, as described herein, would not be detrimental to the public health, safety, or general welfare or otherwise offensive to the general public, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Dickinson, and as well, the owners and occupants thereof, and the City generally.

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

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

Section 2. The Comprehensive Zoning Ordinance Number 420-2001, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit Number SUP 2020-0470 allowing the Applicant to use the Property for a Restaurant that Serves Alcohol and a Restaurant that has a Drive-Through Window; such Property being legally described as ± 2.001 Acres, Dickinson Crossing (2006) Abstract 19, Lot A, 2.001 Acres, more commonly known as 628 FM 517 West, generally located south of FM 517 and west of Evergreen in the City of Dickinson, Galveston County, Texas, presently zoned Neighborhood Commercial (“NC”).

Section 3. It is further ordered that Specific Use Permit Number SUP 2020-0470, as amended by this Ordinance, is approved solely for the use of a Restaurant that Serves Alcohol and a Restaurant that has a Drive-Through Window by the Applicant, and therefore, all amendments to such SUP approved by this Ordinance are exclusively for the benefit of the Applicant and do not run with the land.

Section 4. It is directed that the official zoning map of the City of Dickinson, adopted on the 24<sup>th</sup> day of July, 2001, by Ordinance No. 420-2001, shall be revised and amended to reflect the Specific Use Permit (SUP) granted by this Ordinance, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of the change.

Section 5. All provisions of the ordinances of the City of Dickinson in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Dickinson not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section 6. The repeal of any ordinance or part of ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now

pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinance at the time of passage of this Ordinance.

Section 7. Any person who shall intentionally, knowingly, recklessly or with criminal negligence violate any provision contained in this Ordinance, or who shall commit or perform any act declared herein to be unlawful, shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount of not more than two thousand dollars (\$2,000.00). Each day a violation continues shall constitute a separate offense.

Section 8. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Dickinson, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 9. This Ordinance shall become effective upon final reading and adoption of this Ordinance, in accordance with law.

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

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

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

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Julie Masters, Mayor  
City of Dickinson, Texas

ATTEST:

APPROVED AS TO FORM AND CONTENT:

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

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

# **ITEM 13**

## **Executive Session**

# **ITEM 14**

**Reconvene**

# **ITEM 15**

**Matters Discussed in  
Executive Session**

# **ITEM 16**

**Adjourn**