

Sean Skipworth, Mayor
Johnnie Simpson Jr., Mayor Pro Tem
Jenna P. Simsen
Walter Wilson



Jessie Brantley
Louis Decker
Fred L. Linton
Theo Melancon, City Manager

Agenda
Council Special Session
Council Chambers
4403 Highway 3, Dickinson, TX 77539
Tuesday, May 31, 2022 at 7:30 PM

1. **CALL TO ORDER AND CERTIFICATION OF A QUORUM**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **PUBLIC COMMENTS**

Members of the public are invited to give comments at this item, lasting not longer than 3 minutes. Comments may be general in nature or may address a specific agenda item, and should be directed at the entire Council, not individual members of Council or staff. Any speaker making personal attacks or using vulgar or profane language shall forfeit his/her remaining time and shall be seated. In compliance with the Texas Open Meetings Act, The City Council may not deliberate.

5. **ACTION ITEMS FOR CONSIDERATION**

5A. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:**

RESOLUTION XXX-2022 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING AN ADMINISTRATIVE SERVICES AGREEMENT WITH THE DICKINSON ECONOMIC DEVELOPMENT CORPORATION.

5B. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:**

RESOLUTION XXX-2022 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING AND ACCEPTING THE AMENDED BYLAWS OF THE DICKINSON ECONOMIC DEVELOPMENT CORPORATION, A STATE OF TEXAS, TYPE B, ECONOMIC DEVELOPMENT CORPORATION.

5C. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:**

RESOLUTION XXX-2022 - A RESOLUTION OF DICKINSON, TEXAS, AUTHORIZING ENGINEERING, ARCHITECTURAL AND SURVEYING SERVICES FOR HAZARD MITIGATION GRANT (HMGP) PROGRAMS

THROUGH THE TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM); AUTHORIZING THE CITY MANAGER 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.

5D. CONSIDERATION AND POSSIBLE ACTION CONCERNING:

RESOLUTION XXX-2022 - A RESOLUTION OF DICKINSON, TEXAS, AUTHORIZING PROFESSIONAL ADMINISTRATION SERVICES FOR HAZARD MITIGATION GRANT (HMGP) PROGRAMS THROUGH THE TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM); AUTHORIZING THE CITY MANAGER 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.

5E. CONSIDERATION AND POSSIBLE ACTION:

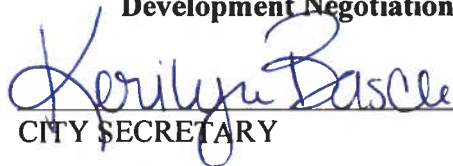
- Appointment of City Secretary.

6. ADJOURNMENT

CERTIFICATE OF NOTICE

This is to certify that the above Notice of Meeting was posted on the bulletin board of City Hall of the City of Dickinson, Texas, on or before the 27th day of May, 2022 prior to 7:30 p.m. as well as the City's public internet webpage, www.ci.dickinson.tx.us and was posted in accordance with the Texas Open Meetings Act, Chapter 551, Government Code.

The City Council of the City of Dickinson, Texas reserves the right to meet in closed session on any of the items listed above should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551 of the Texas Government Code: 551.071 Consultations with Attorney, 551.072 Deliberations about Real Property, 551.073 Deliberations about Gifts and Donations, 551.074 Personnel Matters, 551.076 Deliberations about Security Devices, and 551.087 Deliberations Regarding Economic Development Negotiations.


CITY SECRETARY



NOTE: In compliance with the Americans with Disabilities Act, this facility is wheelchair accessible and accessible parking spaces are available. Requests for special accommodations or interpretive services must be made at least 48 hours prior to this meeting. Please contact the City Secretary's Office at 281-337-6217 or by email at aurps@dickinsontexas.gov.



CALL TO ORDER AND CERTIFICATION OF A QUORUM

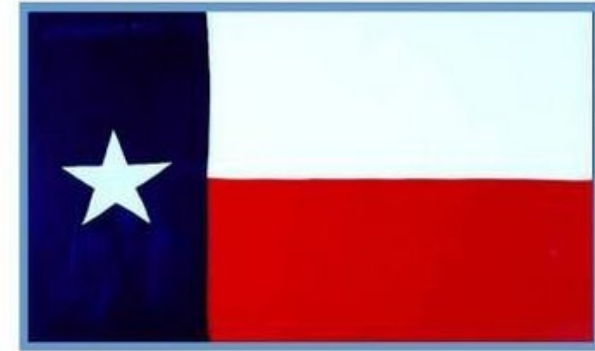
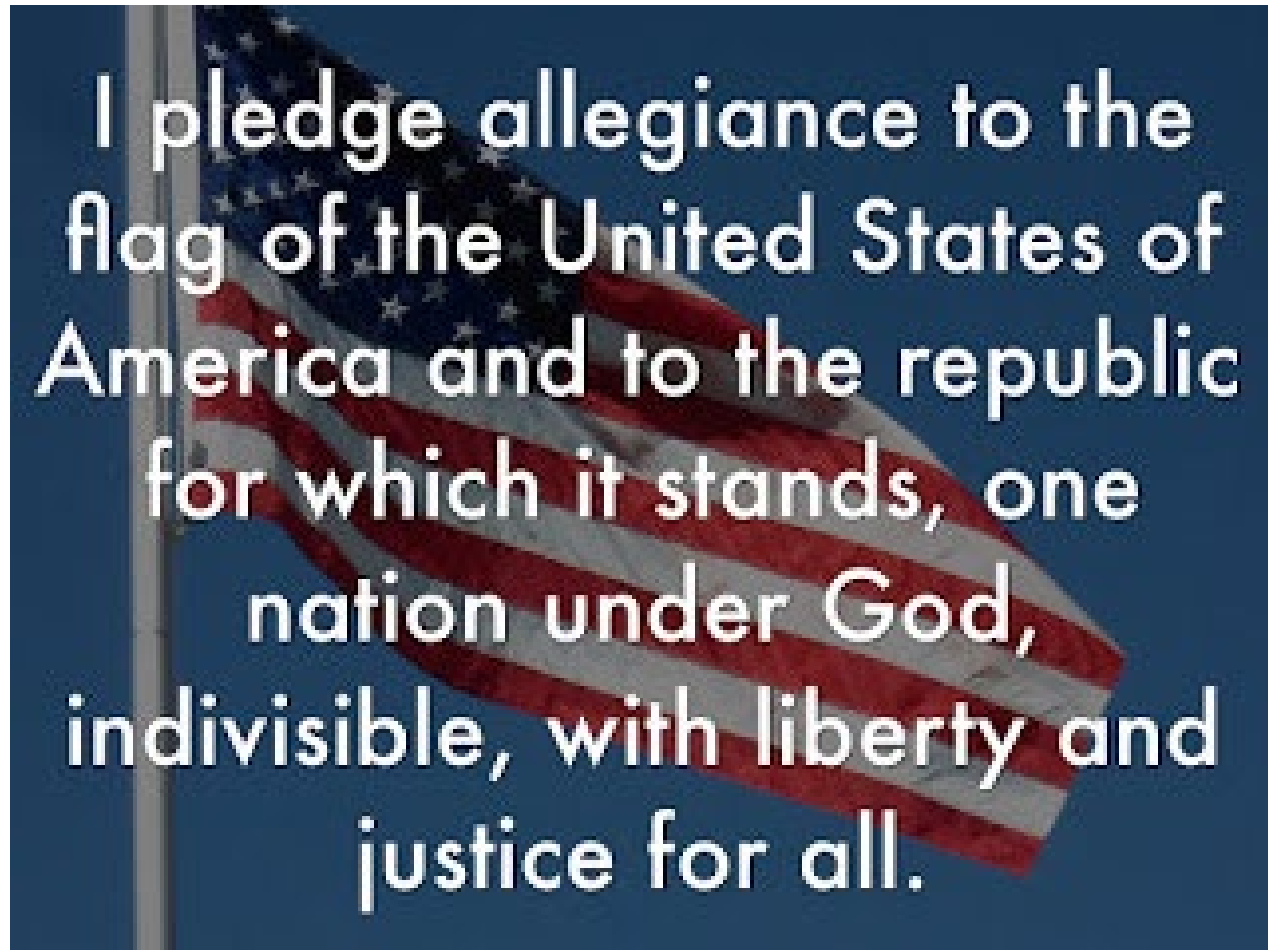




INVOCATION



Pledge of allegiance



The Pledge to the
Texas Flag

Honor the Texas
Flag; I pledge
allegiance to thee,
Texas, one state
under God, one and
indivisible



PUBLIC COMMENTS





ACTION ITEMS FOR CONSIDERATION





ITEM 5A



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING AN ADMINISTRATIVE SERVICES AGREEMENT WITH THE DICKINSON ECONOMIC DEVELOPMENT CORPORATION.

* * * * *

WHEREAS, the Dickinson Economic Development Corporation is a State of Texas Type B Economic Development Corporation (“DEDC”); and,

WHEREAS, as reflected in the Bylaws of the DEDC (the “Bylaws”), the DEDC utilizes the services and support of City employees in furtherance of the DEDC’s work and the projects it undertakes in order to eliminate duplication and to promote economy and efficiency in the use of the additional sales tax revenues it receives; and

WHEREAS, the City has determined that providing personnel and services to the DEDC will be mutually beneficial to the City and the DEDC, will promote local economic development, and stimulate business and commercial activity within the City, all in furtherance of the purposes of the DEDC; and

WHEREAS, under the Bylaws, the DEDC is required to enter into an agreement with the City to provide funding for all services performed by City employees related to the DEDC; and **NOW THEREFORE**:

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DICKINSON:

THAT the City Council of the City of Dickinson hereby approves the Administrative Services Agreement with the Dickinson Economic Development Corporation providing for the funding of all services performed by City of Dickinson employees related to the Dickinson Economic Development Corporation, with such Agreement being attached to this Resolution as “Exhibit A”.

PASSED, APPROVED, AND RESOLVED ON _____, 2022.

FOR THE CITY OF DICKINSON:

SEAN SKIPWORTH, MAYOR

ATTEST:

Ana Urps, Deputy City Secretary

EXHIBIT A: ADMINISTRATIVE SERVICES AGREEMENT

ADMINISTRATIVE SERVICES CONTRACT

This Administrative Services Contract (the “Contract”) is made by and between the City of Dickinson, a State of Texas Home Rule municipal corporation (the “City”), and the Dickinson Economic Development Corporation, a State of Texas Type B Economic Development Corporation (“DEDC”) (with each being a “Party”, and together, the “Parties” to this Agreement), and shall be in full force and effect on the date of execution by the authorized representatives of the Parties.

RECITALS

WHEREAS, as reflected in the Bylaws of the DEDC (the “Bylaws”), the DEDC utilizes the services and support of City employees in furtherance of the DEDC’s work and the projects it undertakes in order to eliminate duplication and to promote economy and efficiency in the use of the additional sales tax revenues it receives; and

WHEREAS, the City has determined that providing personnel and services to the DEDC will be mutually beneficial to the Parties, will promote local economic development, and stimulate business and commercial activity within the City, all in furtherance of the purposes of the DEDC; and

WHEREAS, under the Bylaws, the DEDC is required to enter into an agreement with the City to provide funding for all services performed by City employees related to the DEDC; and **NOW THEREFORE**:

IN CONSIDERATION OF THE MUTUAL COVENANTS, AGREEMENTS, AND BENEFITS ACCRUING HEREIN, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

SECTION 1. Summary of the Services; Term.

The City will furnish all administrative services for and on behalf of the DEDC according to the provisions of this Contract (the “Services”). The Services provided by the City are more specifically described in “Exhibit A”. This Contract shall commence upon its execution by the Parties and, unless terminated earlier, shall continue through September 30, 2025 (the “Term”). The DEDC specifically reserves the right to hire third parties to perform any or all of the services described herein that are above and beyond the services contemplated in this Contract.

SECTION 2. Services and Payment.

The City will invoice and charge the DEDC for the Services as described in “Exhibit B”.

SECTION 3. Termination for Convenience.

As long as it is not in default, either Party may terminate this Contract during the Term for its own convenience by giving written notice to the other Party. If the DEDC terminates this Contract under this paragraph, then the DEDC will pay the City for the portion of the Services rendered in accordance with this Contract up to the date of termination.

SECTION 4. Termination for Default.

Either Party may terminate this Contract as provided in this paragraph if the other Party is in default to any term of this Contract. The Party alleging the default will give the other Party notice of the default in writing citing the terms of the Contract that have been breached and what action the defaulting Party must take to cure the default. If the Party in default fails to cure the default as specified in the notice within thirty (30) days, then the Party giving the notice of the default may terminate this Contract by written notice to the other Party, specifying the date of termination. Termination of the Contract under this paragraph does not affect the right of either Party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either Party.

SECTION 5. Multi-Year Contracts and Funding.

If this Contract extends beyond either Party's fiscal year in which it becomes effective, or provides for either Party to make any payment during any of the fiscal years following the fiscal year in which this Contract becomes effective, and either Party fails to appropriate funds to make any required Contract payment for that successive fiscal year, and there are no funds from that Party's sale of debt instruments to make the required payment, then this Contract automatically terminates at the beginning of the first (1st) day of successive fiscal year of the Contract for which such Party has not appropriated funds or otherwise provided for funds to make a required payment under this Contract.

SECTION 6. Assignment.

The DEDC shall not assign this Contract without the prior written consent of the City.

SECTION 7. Law Governing and Venue.

This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in, or having jurisdiction in, Galveston County, Texas.

SECTION 8. Entire Contract.

This Contract represents the entire Contract between the Parties and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by the Parties. The Recitals to this Agreement are incorporated into this Agreement for all intents and purposes.

SECTION 9. Attorney's Fees.

Should the DEDC bring suit against the City for breach of contract or for any other cause relating to this Contract, then the City shall be entitled to seek an award of attorney's fees or other costs relating to the suit.

SECTION 10. Severability.

If a court finds or rules that any part of this Contract is invalid or unlawful, then the remainder of this Contract continues to be binding on the Parties.

SECTION 11. Notice

All notices and communications regarding this Contract shall be in writing. If mailed, any notice or communication shall be deemed to have been received three (3) days after the date of its deposit

into the United States mail, first class, postage prepaid. Unless otherwise provided in this Contract, all notices shall be delivered to the following address: City Hall, 4403 TX-3, Dickinson, TX 77539.

SIGNATURES

For: THE CITY

For: THE DEDC

Name [Signature]

Name [Signature]

Name [Printed]

Name [Printed]

Title

Date

Title

Date

EXHIBIT A – SCOPE OF SERVICES

The DEDC will utilize City employees to perform the following services for and on behalf of the DEDC: accounting and financial services; professional contract administration services; administrative and secretarial support; construction contract administration services; human resources support; marketing services; and, any other reasonable services authorized under the Texas Local Government Code for Economic Development Corporations.

The City and the DEDC acknowledge that from time-to-time conflicts between a city employee's primary responsibilities to the City and requests for services from the DEDC may arise. The City and the DEDC encourage employees to bring conflicts to the attention of the City Manager, who shall consult with the DEDC President as necessary to prioritize demands and resolve any conflicts.

The DEDC shall pay any and all costs of employment to the City or to a third party for any professional support staff needed above and beyond what is contemplated in this Contract. Administrative assistants, receptionists, file clerks, and other positions with similar job descriptions shall not constitute professional support staff as contemplated in this provision. Professional support staff shall include, however, the following roles of the EDC: Executive Director; Assistant Director; Business Retention and Expansion Specialist; Social Media & Marketing Specialist; and, any other staff deemed necessary by the EDC that does not include duties typically prescribed to administrative services staff, or City Secretary.

Administrative support staff shall be managed the by the Office of City Manager through his designee.

EXHIBIT B – COST & PAYMENT OF SERVICES

The funding contemplated in this Contract shall be provided by the DEDC to the City for Fiscal Years 2021-2022, 2022-2023, 2023-2024, and 2024-2025, unless otherwise agreed upon by the Parties through an amendment to this Contract.

After having reasonably estimated the amount of time City employees are anticipated to spend performing the services contemplated under this Contract, the Parties hereby agree that the DEDC will reimburse the City the amount of **TWO HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND NO/100 (\$275,000.00)** per year for each year of the Contract. Payments will be made at the beginning of each month preceding service rendered so that, the DEDC will pay the City **forty (40)** monthly installments throughout the Term. The DEDC shall pay equal installments of **TWENTY-TWO THOUSAND NINE HUNDRED SIXTEEN DOLLARS AND 67/100 (\$22,916.67)** on the 1st of each month starting on June 1, 2022 for each month of the Term.



ITEM 5B



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING AND ACCEPTING THE AMENDED BYLAWS OF THE DICKINSON ECONOMIC DEVELOPMENT CORPORATION, A STATE OF TEXAS, TYPE B, ECONOMIC DEVELOPMENT CORPORATION.

WHEREAS, the Dickinson Economic Development Corporation, a State of Texas, Type B, Economic Development Corporation (the “DEDC”) was incorporated on December 11, 1998; and

WHEREAS, at its organizational meeting, the Board of Directors (the “Board”) of the DEDC adopted Bylaws for the DEDC (the “Bylaws”); and

WHEREAS, under Section 501.064 of the Texas Local Government Code, the City Council (the “Council”) of the City of Dickinson (the “City”), as the DEDC’s governing body, finds that the attached amended Bylaws are in conformance with State law and with the DEDC’s Articles of Incorporation; and

WHEREAS, through this Resolution, the Council desires to accept and approve the amended Bylaws and directs the DEDC to ratify the amended Bylaws at the next meeting of the Board; and **NOW, THEREFORE**,

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

Section 1. THAT the City Council of the City of Dickinson, Texas finds the matters and facts set out in the Recitals of this Resolution are true and correct.

Section 2. THAT the City Council of the City of Dickinson, Texas hereby accepts and approves the amended Bylaws of the Dickinson Economic Development Corporation that are attached to this Resolution as “Exhibit A”, and directs the Dickinson Economic Development Corporation to ratify the amended Bylaws at its next regular meeting.

PASSED AND APPROVED on this _____ day of _____, 2022.

FOR THE CITY OF DICKINSON:

ATTEST:

SEAN SKIPWORTH, MAYOR

Ana Urps, Deputy City Secretary

EXHIBIT A – Amended Bylaws of the Dickinson Economic Development Corporation

BYLAWS OF THE DICKINSON ECONOMIC DEVELOPMENT CORPORATION

ARTICLE I. PURPOSE AND OPERATIONS

1.01 Purpose. The Dickinson Economic Development Corporation (“Corporation”) is established for the purposes set forth in its Articles of Incorporation, as a duly constituted authority and instrumentality of the City of Dickinson (“City”), in accordance with the Development Corporation Act, as amended, Title 12, Subtitle C1 of the Texas Local Government Code, and other applicable laws. The Corporation shall function as a Type B corporation as prescribed by Chapter 505, Texas Local Government Code.

1.02 Powers. In the fulfillment of its corporate purpose, the Corporation shall have all of the powers of a nonprofit corporation in the State of Texas and such other powers set forth and conferred in its Articles of Incorporation, in the Development Corporation Act, and in other applicable law, subject to the limitations prescribed therein and herein and to the provisions thereof and hereof. Notwithstanding the above, all programs and expenditures of the Corporation shall be subject to the approval of the City Council.

1.03 Location. The principal office of the Corporation is located at 4403 State Highway 3, Dickinson, Texas 77539.

ARTICLE II. BOARD OF DIRECTORS

2.01 Number, Appointment, and Term of Office. The business and affairs of the Corporation shall be managed by a Board of Directors (the “Board”) composed of seven (7) directors (“Directors”). The Directors shall be appointed by the City Council, and at least three (3) Directors must not be employees or officers of the City or members of the City Council. Each member of the Board shall serve at the pleasure of the City Council for a term of two (2) years, after which they shall be eligible for reappointment. Any Director may be removed from office by the City Council at will. In case of a vacancy on the Board for any reason, the City Council shall appoint a successor to serve the remainder of the unexpired term. Membership qualifications for the Corporation are defined by Chapter 505, Section 52, Texas Local Government Code.

2.02 Vacancies. In case of a vacancy on the Board, the City Council shall appoint a successor to serve the remainder of the unexpired term.

2.03 Regular Meeting; Place of Meetings. Regular meetings shall be held from time to time as determined by action of the Board and shall be held at City Hall, 4403 State Highway 3, Dickinson, Texas, 77539 or such other location within the City as determined by the Board.

2.04 Special Meetings. Special meetings of the Board shall be held whenever called by the President, Chief Executive Officer, or upon written request by three (3) Directors.

2.05 Notice of Meetings. The Board secretary shall cause notice of the time and place of holding each meeting of the Board to be given to each Director. The notice may be in writing, in person, by telephone, or by email. Neither the business to be transacted nor the purpose of any regular or

special meeting of the Board need be specified in the notice to Directors. Notice of each meeting shall also be given to the public in accordance with the Texas Open Meetings Act.

2.06 Quorum. A majority of the entire membership of the Board shall constitute a quorum for the transaction of business.

2.07 Conduct of Business. The property and business of the Corporation shall be managed by the Board which may exercise all powers of the Corporation. The Board may exercise such authority by resolution, minute order or other formal action taken by a vote of the Board at a called meeting. All meetings shall be called and conducted in accordance with the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended. At all meetings of the Board, the president, or in the president's absence, the vice-president, or in the absence of both officers, a member of the Board selected by the Directors present, shall preside. The presiding officer shall be a voting member of the Board. The secretary of the Corporation shall sit as secretary at all meetings of the Board, and in case of the secretary's absence, the presiding officer shall designate any person to act as secretary. At the meetings, matters pertaining to the business of the Corporation shall be considered in accordance with rules of procedure as may be from time to time prescribed by the Board. The order of business posted on the agenda shall be determined by the presiding officer.

2.08 Committees of the Board. The Board may designate no less than two (2) and no more than three (3) Directors to constitute an official committee of the Board to exercise such authority as approved by the Board. It is provided, however, that all final, official actions of the Corporation may be exercised only by the Board. Official committees shall not be subject to the Texas Open Meetings Act; however, each committee so designated shall keep regular minutes of the transactions of its meetings and shall cause such minutes to be recorded in the records kept in the principal office of the Corporation.

2.09 Compensation of Directors and Officers. Directors and officers shall not receive any salary for their services. However, they shall be reimbursed for their actual expenses incurred in the performance of their duties, including but not limited to the cost of travel, lodging and incidental expenses reasonably related to the corporate duties of the Board. Travel expenses incurred by Directors for both regular and special meetings are not eligible for reimbursement.

2.10 Additional Powers. In addition to the powers conferred by these Bylaws, the Board may exercise all powers of the Corporation and do all lawful acts and things that are not prohibited by statute or these Bylaws including, but not limited to, the following powers:

(1) To purchase, or otherwise acquire for the Corporation, any property, rights, or privileges which the Corporation is authorized to acquire, at such price or consideration and generally on such terms and conditions as it determines to be appropriate, and at its discretion to pay therefor either wholly or partly in money, notes, bonds, debentures, or other securities or contracts of the Corporation as may be lawful.

(2) To create, make and issue notes, mortgages, bonds, deeds of trust, trust agreements and negotiable or transferable instruments and securities, secured by mortgage or deed of trust on any real property of the Corporation or otherwise, and to do every other act or thing necessary to effectuate the same.

(3) To sell or lease the real or personal property of the Corporation on such terms as the Board may see fit and to execute all deeds, leases and other conveyances or contracts that may be necessary for carrying out the purposes of the Corporation.

ARTICLE III. OFFICERS

3.01 Election of Officers. A meeting of the Board for the election of officers and the transaction of other business shall be held on the October regular meeting each year, unless changed by the Board. The executive officers of the Corporation shall be a president and vice president. These offices shall be held by Directors. The office of secretary shall be held by the city secretary, assistant city secretary or designee of the Chief Executive Officer, and the office of treasurer shall be held by the City Finance Director. The Board may appoint such other officers as it deems necessary, who shall have such authority, and shall perform such duties as from time to time may be prescribed by the Board. Officers shall be elected for terms of one (1) year with the right of an officer to be reelected for successive terms.

3.02 Removal. All officers shall be subject to removal from office at any time by a vote of a majority of the entire Board. A vacancy in any office shall be filled by a vote of a majority of the Directors.

3.03 Chief Executive Officer. The City Manager shall serve as the Chief Executive Officer of the Corporation and shall provide such staff as may be necessary for administrative support services for the Corporation and shall perform all other duties prescribed by the Board. The Chief Executive Officer shall be a non-voting ex officio member of the Board. He or she shall have power to sign and execute all contracts, instruments of conveyance, bonds, deeds, assignments, mortgages, notes, and other instruments in the name of the Corporation, after approval by the Board, and co-sign checks, drafts, notes, and orders for the payment of money with the President. If the Chief Executive Officer assigns an Executive Director, the Chief Executive Officer shall create a hiring committee consisting of at least two (2) Directors of the board to serve as advisors and to make a recommendation for hiring the Executive Director. The Executive Director shall be evaluated by the Board of Directors in an executive session of the Board. The Board's evaluation will be provided to the Chief Executive Officer and attached to the Chief Executive Officer's performance evaluation.

3.04 President. The President shall preside at all meetings of the Board. The President shall have the authority to co-sign checks, drafts, notes, and orders for the payment of money with the Chief Executive Officer. The President shall have general and active management of the business of the Corporation and shall perform all the duties usually incident to the office of President.

3.05 Vice President. The Vice President shall have such powers and perform such duties as may be delegated by the Board. In the absence or disability of the President, the Vice President may perform the duties and exercise the powers of the president.

3.06 Secretary. The Secretary shall keep the minutes of all meetings of the Board; shall provide all notices; may sign in the name of the Corporation, with the president or vice-president, all contracts, instruments of conveyance, bonds, deeds, assignments, mortgages, notes, and other

instruments authorized by the Board; shall have charge of the books and papers of the Corporation; and shall in general perform all the duties incident to the office of secretary, subject to the control of the Board. Records of the Corporation shall be maintained and filed in the office of the city secretary of the City and shall be subject to public inspection and release in accordance with the Texas Public Information Act, Chapter 552, Texas Government Code.

3.07 Treasurer. The treasurer shall have custody of all funds and securities of the Corporation and shall endorse on behalf of the Corporation checks, notes and other obligations and shall deposit the same to the credit of the Corporation in such bank or depository as the Board may designate. Whenever required by the Board the treasurer shall render a statement of the Corporation's cash account; enter regularly in the books of the Corporation a full and accurate account of all monies received and paid out on behalf of the Corporation; and perform all acts incident to the position of treasurer, subject to the control of the Board. All written statements and accounts shall be maintained and filed in the office of the Finance Director for the City. The Board may require the treasurer to provide a bond, at the expense of the Corporation, for the faithful discharge of the treasurer's duties in such sum determined by the Board.

ARTICLE IV. CORPORATE FINANCES

4.01 Annual Budget. The fiscal year of the Corporation shall begin on the first day of October and terminate on the 30th day of September in each year. In conjunction with the adoption of the City budget, the Board shall adopt a proposed budget of expected revenues and proposed expenditures for the next ensuing fiscal year. The budget shall contain such classifications and shall be in such form as may be prescribed from time to time by the City Council. The budget shall not be effective until the same has been approved by the City Council. If a budget has not been adopted by the City and Corporation by September 30th, the Corporation is not authorized to expend any funds in the new fiscal year.

4.02 Deposit and Investment of Corporation Funds. All proceeds from loans or from the issuance of bonds, notes, or other debt instruments ("Obligations") issued by the Corporation shall be deposited and invested as provided in the resolution, order, indenture, or other documents authorizing or relating to their execution or issuance. Subject to the requirements of contracts, loan agreements, indentures or other agreements securing Obligations, all other monies of the Corporation, if any, shall be deposited, secured, and/or invested in the manner provided for the deposit, security, and/or investment of the public funds of the City. The Board, with City Council approval, shall designate the accounts and depositories to be created and designated for such purposes, and the methods of withdrawal of funds therefrom for use by and for the purposes of the Corporation upon the signature of its treasurer and such other persons as the Board designates. The funds of the Corporation may be deposited or invested in the same accounts and depositories as City funds but shall be separately accounted as Corporation funds. The accounts, reconciliation, and investment of such funds and accounts shall be performed by the Department of Finance of the City.

4.03 Expenditure of Corporate Monies. The income of the Corporation and the proceeds from the investment of funds, the sale of property, and the sale of Obligations of the Corporation, may

be expended by the Corporation for any of the purposes authorized by the Development Corporation Act, subject to the following limitations:

(1) Expenditures that may be made from a fund created with the proceeds of Obligations, and expenditures of monies derived from sources other than the proceeds of Obligations may be used for the purpose of financing or otherwise providing one or more “Projects” as defined in the Development Corporation Act and the Articles of Incorporation; and

(2) All other proposed expenditures shall be made in accordance with and shall be set forth in the annual budget or in contracts approved by the Board.

4.04 Issuance of Obligations. No Obligations, including refunding Obligations, shall be authorized or sold and delivered by the Corporation unless the City Council approves such Obligations by action taken prior to the date of sale of the Obligations.

4.05 Financial Records; Annual Audit. The Corporation shall keep and properly maintain, in accordance with generally accepted accounting principles, complete books, records, accounts, and financial statements pertaining to its corporate funds, activities, and affairs. The City shall at all times have access to the books and records of the Corporation. At the direction of the City Council, the books, records, accounts, and financial statements of the Corporation may be maintained for the Corporation by the accountants, staff and personnel of the City. The Board shall arrange for an annual audit of the Corporation’s books and records and shall present the audit report to the City Council within 180 days of the end of each fiscal year. The Corporation shall use the same audit firm selected by the City to audit its books.

4.06 Employees of the Corporation. The Corporation shall have no full-time, part-time, or contract employees. The City shall provide or appoint City employees to perform any work, duty, function, or service required for the operation of the Corporation. The Corporation, through an appropriate agreement with the City, shall compensate the City for all work done on behalf of the Corporation by the City’s employees.

ARTICLE V. INDEMNITY

The Corporation shall indemnify each member of the Board, its officers and employees, and each member of the City Council and employee of the City, to the applicable limits established by the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practice and Remedies Code) or other applicable law, against all liability or expense, including attorney’s fees, incurred by reason of any actions or omissions that may arise out of the functions and activities of the Corporation.

ARTICLE VI. MISCELLANEOUS

6.01 Notices and Waivers. Whenever under the provisions of these Bylaws notice is required to be given to any Director or officer, unless otherwise provided, the notice may be given personally, or it may be given in writing by depositing it in the post office or mailbox in a post-paid envelope or postal card addressed to the Director or officer, at the address as appears on the books of the Corporation, and the notice shall be deemed to be given at the time when it is mailed. Whenever any notice to Directors or officers is required to be given by law, or by these Bylaws, a waiver in

writing signed by the person or persons entitled to the notice, whether before or after the time stated, shall be deemed the equivalent of notice. This paragraph does not eliminate the requirement to comply with the Open Meetings Act.

6.02 Negotiable Instruments. All checks, drafts, notes, or other obligations of the Corporation shall be signed by such officers of the Corporation or by such persons as may be authorized by the Board. All checks shall require the signature of two persons.

6.03 Resignations. Any Director or officer may at any time resign. Resignations shall be made in writing and shall take effect at the time specified in the resignation, or if no time be specified, at the time of its receipt by the president or the secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

6.04 Approval of the City Council. To the extent these Bylaws refer to any approval or other action to be taken by the City, that approval or action shall be evidenced by a resolution, ordinance, or motion duly adopted by the City Council.

6.05 Organizational Control. The City Council at its sole discretion, and at any time, may alter or change the structure, organization, or activities of the Corporation, subject to any limitation on the impairment of contracts entered into by such Corporation. The City, however, will maintain a beneficial interest in the Corporation at all times during which any tax-exempt indebtedness approved by the Board remains outstanding.

6.06 Corporate Seal. A corporate seal is authorized but shall not be required.

ARTICLE VII. PROVISIONS REGARDING BYLAWS

7.01 Effective Date. These Bylaws shall become effective only upon the occurrence of the approval of City Council.

7.02 Amendments. These Bylaws may be amended at any time and from time to time either by majority vote of the Directors then in office with approval of the City Council or by the City Council itself, at its sole discretion.

7.03 Severability. These Bylaws shall be liberally construed to effectuate their purposes. If any word, phrase, clause, sentence, paragraph, section or other part of these Bylaws, or the application thereof to any person or circumstances, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of these Bylaws and the application of such word, phrase, clause, sentence, paragraph, section or other part of these Bylaws to any other person or circumstance shall not be affected thereby.

ARTICLE VIII. DISSOLUTION OF CORPORATION

Upon the dissolution of the Corporation all assets of the Corporation shall become assets of the City.



ITEM 5C



RESOLUTION NUMBER XXX-2022

A RESOLUTION OF DICKINSON, TEXAS, AUTHORIZING ENGINEERING, ARCHITECTURAL AND SURVEYING SERVICES FOR HAZARD MITIGATION GRANT (HMGP) PROGRAMS THROUGH THE TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM); AUTHORIZING THE CITY MANAGER 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, participation in HMGP programs requires implementation by professionals experienced in the engineering of federally-funded projects and creation of design and construction documents;

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Qualifications (RFQ) process for Engineering, Architectural and Surveying services has been completed in accordance with the TDEM requirements;

WHEREAS, the proposals received by the due date have been reviewed to determine the most qualified and responsive providers for each professional service giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources

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

Section 1. That Huitt-Zollars, Inc. is selected to provide application and project-related engineering and design services for HMGP program(s).

Section 2. That a cost-price analysis will be conducted to determine the negotiated fee to be appropriate and reasonable based upon program requirements and rules.

Section 3. That any and all project-related services contracts or commitments made with the above-named service provider(s) are dependent on the successful negotiation of a contract with the service provider(s).

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

DULY PASSED AND APPROVED on this the 31ST day of May 2022.

Sean Skipworth, Mayor
City of Dickinson, Texas

ATTEST:

City Secretary
City of Dickinson, Texas

APPROVED AS TO FORM AND CONTENT:

City Attorney
City of Dickinson, Texas



ITEM 5D



RESOLUTION NUMBER XXX-2022

A RESOLUTION OF DICKINSON, TEXAS, AUTHORIZING PROFESSIONAL ADMINISTRATION SERVICES FOR HAZARD MITIGATION GRANT (HMGP) PROGRAMS THROUGH THE TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM); AUTHORIZING THE CITY MANAGER 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, participation in HMGP programs requires implementation by professionals experienced in the administration/project delivery of federally-funded projects and creation of planning documents;

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Proposals (RFP) process for Professional Administration Services has been completed in accordance with the TDEM requirements;

WHEREAS, the proposals received by the due date have been reviewed to determine the most qualified and responsive providers for each professional service giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources

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

Section 1. That Public Management, Inc. is selected to provide application and project-related administration/project delivery services for HMGP program(s).

Section 2. That a cost-price analysis has been conducted and determined the proposed fee to be appropriate and reasonable based upon program requirements and rules.

Section 3. That any and all project-related services contracts or commitments made with the above-named service provider(s) are dependent on the successful negotiation of a contract with the service provider(s).

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

DULY PASSED AND APPROVED on this the 31ST day of May 2022.

Sean Skipworth, Mayor
City of Dickinson, Texas

ATTEST:

City Secretary
City of Dickinson, Texas

APPROVED AS TO FORM AND CONTENT:

City Attorney
City of Dickinson, Texas



ITEM 5E





APPOINTMENT OF CITY SECRETARY





ADJOURN

