



**Regular Meeting Agenda
City Council Council Chambers
4403 State Highway 3
Dickinson, TX 77539
Tuesday, June 23, 2026 at 7:00 PM**

1. CALL TO ORDER AND CERTIFICATION OF A QUORUM

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. ANNOUNCEMENTS AND PRESENTATIONS

Announcements concerning items of community interest. No action will be taken or discussed. Councilmember comments regarding items of community interest in accordance with Texas Government Code section 551.0415.

3.A Council Comments

3.B City Manager Update

4. PUBLIC COMMENTS

Members of the public are invited to give comments at this time, 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. CONSENT AGENDA

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.

5.A Consideration and possible action to approve the Minutes from City Council's Special Meeting held on June 9th, 2026.

5.B Consideration and possible action to approve the Minutes from City Council's Regular Meeting held on June 9th, 2026.

6. OLD BUSINESS

6.A **ORDINANCE NUMBER XXX-2026** - Consideration and possible action to approve an ordinance of the City of Dickinson to amend certain sections in Ch. 12 of the City's Code of Ordinances related to the use of electronic smoking devices and smoking in

city buildings and vehicles. (Administration)(2nd Reading)

6.B RESOLUTION NUMBER XXX-2026 - Consideration and possible action to award a contract to Municap, Inc., for management and administration services for public improvement districts within the City of Dickinson and authorize execution of a contract for same. (Administration)

6.C RESOLUTION NUMBER XXX-2026 - Consideration and possible action to adopt a Resolution approving an infrastructure improvement project by the Dickinson Economic Development Corporation to promote or develop a new or expanded business enterprise in the City of Dickinson. (DEDC)

6.D Consideration and possible action on the appointment of one regular member and two alternate members to the Board of Adjustment. (Administration)

7. NEW BUSINESS

7.A RESOLUTION NUMBER XXX-2026 - Consideration and possible action to approve a resolution expressing support for the FM 517 roadway improvement project and requesting that the Texas Department of Transportation expedite the project timeline. (Townsend)

7.B Discussion of a proposed ordinance to regulate battery energy storage systems. (Townsend)

7.C Consideration and possible action to elect a Mayor Pro Tem. (Administration)

7.D Consideration and possible action to appoint a representative for the Dickinson Bayou Watershed Steering Committee. (King)

8. EXECUTIVE (CLOSED) SESSION(S)

8.A Texas Government Code Section 551.071 - Consultation with Attorney
Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act.

8.B Texas Government Code Section 551.087 - Deliberation Regarding Economic Development Negotiations.
(1) Deliberations regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1)

9. ACTION ITEMS FROM EXECUTIVE (CLOSED) SESSION(S)

9.A Texas Government Code Section 551.071 – Consultation with Attorney
Consideration and possible action regarding a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act.

9.B Texas Government Code Section 551.087 - Deliberation Regarding Economic Development Negotiations.

(I) Consideration and possible action regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or

(2) Consideration and possible action regarding the offer of a financial or other incentive to a business prospect described by Subdivision (I).

10. FUTURE AGENDA ITEMS

11. 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 16th day of June, 2026 at 6:30 P.M. as well as the City's public internet webpage, www.dickinsontexas.gov 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.

Claude Oliver

Claude Oliver, 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 agenda@dickinsontexas.gov.

**Dickinson City Council
Agenda Item Data Sheet
3.A**

MEETING DATE: June 23, 2026

TOPIC:	Council Comments
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BACKGROUND:

RECOMMENDATION:

ATTACHMENTS:

FUNDING ISSUES:

FINANCE VERIFICATION OF FUNDING:

SUBMITTING STAFF MEMBERS: Claude Oliver	CITY MANAGER APPROVAL:
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ACTIONS TAKEN		
APPROVAL	READINGS PASSED	OTHER
NO		

**Dickinson City Council
Agenda Item Data Sheet
3.B**

MEETING DATE: June 23, 2026

TOPIC:	City Manager Update
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BACKGROUND:

RECOMMENDATION:

ATTACHMENTS:

FUNDING ISSUES:

FINANCE VERIFICATION OF FUNDING:

SUBMITTING STAFF MEMBERS: Claude Oliver	CITY MANAGER APPROVAL:
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ACTIONS TAKEN		
APPROVAL	READINGS PASSED	OTHER
NO		

**Dickinson City Council
Agenda Item Data Sheet
5.A**

MEETING DATE: June 23, 2026

TOPIC:	Consideration and possible action to approve the Minutes from City Council's Special Meeting held on June 9th, 2026.
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BACKGROUND:

RECOMMENDATION:

ATTACHMENTS:	<ul style="list-style-type: none"> • city-council_minutes_special meeting 6.9.2026.pdf
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FUNDING ISSUES:

FINANCE VERIFICATION OF FUNDING:

SUBMITTING STAFF MEMBERS: Claude Oliver	CITY MANAGER APPROVAL:
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ACTIONS TAKEN		
APPROVAL	READINGS PASSED	OTHER
NO		

MINUTES
City of Dickinson
**CITY COUNCIL/PLANNING AND
ZONING COMMISSION
SPECIAL MEETING**

June 9, 2026

The Dickinson City Council met in a duly called and announced on **Tuesday, June 9, 2026, at 6:00 PM.** Council Chambers 4403 State Highway 3 Dickinson, TX 77539 The presiding member and a quorum of the City Council and the Planning and Zoning Commission were present at the physical location shown above. The meeting was held for the purpose of considering the following items:

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

Councilmembers present were as follows: Travis Magliolo, Mark Townsend, Marston S Holt, Scott E Shrader, Kevin D Edmonds, Dawn A King, Joe Wilburn.

Planning and Zoning Commission: Bruce Henderson, Deborah Fortner, John Harris, and William Brown were present.

ITEM 2.) 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.

None

ITEM 3.) ACTION ITEMS FOR CONSIDERATION

3.A Discussion and possible action regarding UDC and proposed Zoning Map changes.

Mayor invited P&Z to open the conversation.

The Planning and Zoning Commission presented its recommendations regarding updates to the Unified Development Code (UDC) and proposed zoning map revisions. A significant portion of the discussion focused on zoning along the Dickinson Bayou.

Major themes included:

Desire to encourage economic development (e.g., restaurants, retail, mixed-use) along the bayou

Need to protect existing residential properties

Recognition that current zoning (e.g., Rural Estate) limits development due to infrastructure constraints (water/sewer requirements)

Concepts discussed:

Creation of a new zoning district specific to the Bayou

Allowing both residential and limited commercial uses
Avoiding lengthy rezoning processes for future developments
Preserving existing homes and neighborhood character

Consensus direction:

Planning & Zoning will:

Explore creation of a new Bayou-specific zoning district

Define appropriate permitted uses (e.g., restaurants, entertainment, residential)

Develop a concept map for Council review

Mixed-Use and Zoning Flexibility

Discussion included whether to expand mixed-use zoning to allow single-family residential use

Concerns were raised about:

Overly broad zoning changes

Potential neighborhood conflicts

Preferred approach:

Create a targeted zoning category rather than modifying all mixed-use districts

Property Zoning Boundaries

Clarification was provided that zoning boundaries do not have to follow property lines

Infrastructure Constraints

Rural Estate zoning exists largely due to lack of water and sewer infrastructure

Development potential in certain areas is limited until utilities are available

Future utility expansion may allow rezoning or redevelopment

Downtown and Existing Neighborhoods

Planning & Zoning explained that:

Certain areas were refined parcel-by-parcel to better reflect actual conditions

Changes aim to protect historic neighborhoods and prevent incompatible development (e.g., inappropriate density or duplex construction)

East Side City-Owned Property

Recommendation to change zoning on City/EDC-owned land from Auto-Centric Commercial to Planned Development

Action

Planning & Zoning Commission will:

Develop a proposal for a new Bayou zoning district

Provide a visual map illustrating proposed changes

Coordinate with Council members between meetings to refine proposals

ITEM 4.) ADJOURNMENT

Due to time constraints, the meeting adjourned without completing review of all zoning areas. A follow-up joint meeting will be scheduled to continue discussion.

PASSED APPROVED, AND ADOPTED this 23rd day of June, 2026.

Travis Magliolo, Mayor

ATTEST:

Claude Oliver, City Secretary

**Dickinson City Council
Agenda Item Data Sheet
5.B**

MEETING DATE: June 23, 2026

TOPIC:	Consideration and possible action to approve the Minutes from City Council's Regular Meeting held on June 9th, 2026.
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BACKGROUND:

RECOMMENDATION:

ATTACHMENTS:	<ul style="list-style-type: none"> • city-council_minutes_regular meeting 6.9.26.pdf
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FUNDING ISSUES:

FINANCE VERIFICATION OF FUNDING:

SUBMITTING STAFF MEMBERS: Claude Oliver	CITY MANAGER APPROVAL:
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ACTIONS TAKEN		
APPROVAL	READINGS PASSED	OTHER
NO		

MINUTES
City of Dickinson
CITY COUNCIL
CITY COUNCIL REGULAR MEETING

June 9, 2026

The Dickinson City Council met in a duly called and announced on **Tuesday, June 9, 2026, at 7:00 PM.** Council Chambers 4403 State Highway 3 Dickinson, TX 77539 The presiding member and a quorum of the City Council were present at the physical location shown above. The meeting was held for the purpose of considering the following items:

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

Councilmembers present were as follows: Travis Magliolo, Mark Townsend, Marston S Holt, Scott E Shrader, Kevin D Edmonds, Dawn A King, Joe Wilburn.

ITEM 2.) INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation led by Council Member Schrader followed by the U.S. and Texas pledges.

ITEM 3.) ANNOUNCEMENTS AND PRESENTATIONS

Announcements concerning items of community interest. No action will be taken or discussed. Councilmember comments regarding items of community interest in accordance with Texas Government Code section 551.0415.

3.A Council Comments

Council Member Dawn King

Announced upcoming Fourth of July (250th Anniversary) celebrations.

Encouraged residents/businesses to decorate.

Noted parade hosted by the Pilot Club at 9:00 AM.

Council Member Edmonds

Congratulated new businesses Stella's and Ziegler's.

Attended a Bayou tour and gave thanks to multiple Agencies, political officials and Former Councilman Bill Schick.

Other Council Members

Welcomed attendees (in-person and online).

Mayor Magliolo also recognized community events and new business growth.

Announced Crunch Fitness grand opening (June 20). Congratulated

Kayden Henry for winning a second national softball championship (University of Texas).

3.B City Manager Update

City Manager Chaise Cary:

Recognized Kayden Henry's achievements.

Noted reopening of Ziegler's as a symbol of recovery post-Hurricane Harvey.

Reported attendance at Texas City Manager Association conference (100th anniversary).

Introduced concept of a First Responder Dome Facility:
Approx. cost: \$10M (75% state / 25% local match).
Could house 250–300 personnel during disasters.
Multi-use when not in emergencies.
Discussion only – no decision required.

Comprehensive Plan:
Adopted in 2023 (~\$500K investment).
Council encouraged to review and discuss alignment with current priorities.

Fee Schedule:
Not updated in over 10 years.
Will be reviewed for future consideration.

Code Enforcement:
Increased enforcement citywide.
Focus on consistency and voluntary compliance.

Council Member Townsend asked if there a reoccurring charge for the UDC.
Cary said no and Finance Director Sarah Clark confirmed.
City Attorney Nghiem Doan introduced his intern, Haley Chen.

3.C Department Head Status Report
Greg Trantham Office of Emergency Management:

Gave an overview of emergency preparedness and responsibilities.
Storm readiness includes:
Debris removal contracts
Partnerships with county, ISD, Red Cross
Cooling centers and shelters
Emergency notification system (Dickinson Alert)
Special needs registry (STEER)

Upcoming Hurricane Preparedness Fair (June 20, League City).
Additional Notes on First Responder Facility Flexible design;
could be civic/event space. City responsible for maintenance
costs. Funding and feasibility still under discussion.

ITEM 4.) PUBLIC COMMENTS

Members of the public are invited to give comments at this time, 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. No Comments

- ITEM 5.) CONSENT AGENDA** 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.

Kevin D Edmonds motioned to Approve , and Dawn A King seconded the motion.

VOTE:

7 AYES (Travis Magliolo, Mark Townsend, Marston S Holt, Scott E Shrader, Kevin D Edmonds, Dawn A King, Joe Wilburn)

0 NAYS

MOTION PASSED

- 5.A Consideration and possible action to approve the Minutes from City Council's Special Meeting held on May 26th, 2026.
- 5.B Consideration and possible action to approve the Minutes from City Council's Regular Meeting held on May 26th, 2026.

ITEM 6.) OLD BUSINESS

- 6.A **ORDINANCE NUMBER XXX-2026** – Consideration and possible action to approve an Ordinance adopting Proposed Amendments to the Dickinson, Texas, Home Rule City Charter approved by the voters at the May 2, 2026, Special Election; containing a severability clause; containing a repealing clause; and providing an effective date. (2nd Reading) (Administration)

Mark Townsend motioned to Approve , and Scott E Shrader seconded the motion.

VOTE:

7 AYES (Travis Magliolo, Mark Townsend, Marston S Holt, Scott E Shrader, Kevin D Edmonds, Dawn A King, Joe Wilburn)

0 NAYS

MOTION PASSED

Travis Magliolo motioned to Approve suspend the rules move 6B and 7D to after executive session, and Marston S Holt seconded the motion.

VOTE:

7 AYES (Travis Magliolo, Mark Townsend, Marston S Holt, Scott E Shrader, Kevin D Edmonds, Dawn A King, Joe Wilburn)

0 NAYS

MOTION PASSED

Kevin D Edmonds motioned to suspend the rules to move item 8B to New Business in open session, and Mark Townsend seconded the motion.

VOTE:

7 AYES (Travis Magliolo, Mark Townsend, Marston S Holt, Scott E Shrader, Kevin D Edmonds, Dawn A King, Joe Wilburn)

0 NAYS
MOTION PASSED

- 6.B **RESOLUTION NUMBER XXX-2026** - Consideration and possible action to adopt a Resolution approving an infrastructure improvement project by the Dickinson Economic Development Corporation to promote or develop a new or expanded business enterprise in the City of Dickinson. (DEDC)
After Executive Session

Mark Townsend motioned to Postpone , and Scott E Shrader seconded the motion.

VOTE:
7 AYES (Travis Magliolo, Mark Townsend, Marston S Holt, Scott E Shrader, Kevin D Edmonds, Dawn A King, Joe Wilburn)
0 NAYS
MOTION PASSED

ITEM 7.) NEW BUSINESS

- 7.A **ORDINANCE NUMBER XXX -2026** - Consideration and possible action to approve an ordinance of the City of Dickinson to amend certain sections in Ch. 12 of the City's Code of Ordinances related to the use of electronic smoking devices and smoking in city buildings and vehicles. (Administration)

Mark Townsend motioned to Approve for discussion , and Scott E Shrader seconded the motion.

VOTE:
7 AYES (Travis Magliolo, Mark Townsend, Marston S Holt, Scott E Shrader, Kevin D Edmonds, Dawn A King, Joe Wilburn)
0 NAYS
MOTION PASSED

- 7.B **RESOLUTION NUMBER XXX -2026** - Consideration and possible action to award a contract to Municap, Inc., for management and administration services for public improvement districts within the City of Dickinson and authorize execution of a contract for same. (Administration)

Marston S Holt motioned to Postpone , and Mark Townsend seconded the motion.

VOTE:
7 AYES (Travis Magliolo, Mark Townsend, Marston S Holt, Scott E Shrader, Kevin D Edmonds, Dawn A King, Joe Wilburn)
0 NAYS
MOTION PASSED

- 7.C **RESOLUTION NUMBER XXX-2026** - Consideration and possible action to approve a resolution of the City Council of the City of Dickinson, Texas, approving the terms and conditions of an agreement between the City of Dickinson and the State of Texas, by and through the Texas Department of Transportation, for temporary closure of State Highway 3 for the 2026 and subsequent Fourth of July parades. (Administration)

Mark Townsend motioned to Approve , and Scott E Shrader seconded the motion.

VOTE:

7 AYES (Travis Magliolo, Mark Townsend, Marston S Holt, Scott E Shrader, Kevin D Edmonds, Dawn A King, Joe Wilburn)

0 NAYS

MOTION PASSED

- 7.D Discussion and possible action to direct staff to develop an agreement with the Market on the Bayou Organization. (Magliolo)

Scott E Shrader motioned to Approve direct staff to develop an agreement, and Mark Townsend seconded the motion.

VOTE:

7 AYES (Travis Magliolo, Mark Townsend, Marston S Holt, Scott E Shrader, Kevin D Edmonds, Dawn A King, Joe Wilburn)

0 NAYS

MOTION PASSED

ITEM 8.) EXECUTIVE (CLOSED) SESSION(S)

Council entered Executive Session at 8:06 PM

- 8.A **Texas Government Code Section 551.071 - Consultation with Attorney**
Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act.
- 8.B **Texas Government Code Section 551.074 - Personnel Matters** Deliberations on the appointment, employment, evaluation, reassignment, or duties of a public officer or employee to wit: Appointment to fill DEDC board positions 3, 4, and 6; and approval of the nomination of Don Zeek for Position 3 on the board of the Dickinson Management District #1; appointment of two regular members to the Planning and Zoning Commission, and appointment of one regular member and two alternate members to the Board of Adjustment.

Kevin D Edmonds motioned to Approve Don Zeek for Position 3 DMD No.1, and Dawn A King seconded the motion.

VOTE:

7 AYES (Travis Magliolo, Mark Townsend, Marston S Holt, Scott E Shrader, Kevin D Edmonds, Dawn A King, Joe Wilburn)

0 NAYS

MOTION PASSED

Kevin D Edmonds motioned to Approve Patrick Spies DEDC Position 3 , and Marston S Holt seconded the motion.

VOTE:

5 AYES (Travis Magliolo, Marston S Holt, Kevin D Edmonds, Dawn A King, Joe Wilburn)

2 NAYS (Mark Townsend, Scott E Shrader)

MOTION PASSED

Scott E Shrader motioned to Approve Derrick Corrick for DEDC Position 4 , and Marston S Holt seconded the motion.

VOTE:

6 AYES (Travis Magliolo, Marston S Holt, Scott E Shrader, Kevin D Edmonds, Dawn A King, Joe Wilburn)

1 NAYS (Mark Townsend)

MOTION PASSED

Kevin D Edmonds motioned to Approve Brian Beck for DEDC Position 6 , and Joe Wilburn seconded the motion.

VOTE:

5 AYES (Travis Magliolo, Marston S Holt, Scott E Shrader, Kevin D Edmonds, Joe Wilburn)

2 NAYS (Mark Townsend, Dawn A King)

MOTION PASSED

Mark Townsend motioned to Approve Bill Latimer for Planning and Zoning Commission, and Dawn A King seconded the motion.

VOTE:

7 AYES (Travis Magliolo, Mark Townsend, Marston S Holt, Scott E Shrader, Kevin D Edmonds, Dawn A King, Joe Wilburn)

0 NAYS

MOTION PASSED

Kevin D Edmonds motioned to Approve Nicole Gaudet for Planning and Zoning Commission, and Scott E Shrader seconded the motion.

VOTE:

5 AYES (Travis Magliolo, Marston S Holt, Scott E Shrader, Kevin D Edmonds, Joe Wilburn)

2 NAYS (Mark Townsend, Dawn A King)

MOTION PASSED

Mark Townsend motioned to Approve David Blackshear Board of Adjustments 1st Alternate, and Kevin D Edmonds seconded the motion.

VOTE:

6 AYES (Travis Magliolo, Mark Townsend, Marston S Holt, Scott E Shrader, Kevin D Edmonds, Joe Wilburn)

1 NAYS (Dawn A King)

MOTION PASSED

Kevin D Edmonds motioned to reconsider David Blackshear, and Scott E Shrader seconded the motion.

VOTE:

7 AYES (Travis Magliolo, Mark Townsend, Marston S Holt, Scott E Shrader, Kevin D Edmonds, Dawn A King, Joe Wilburn)

0 NAYS

MOTION PASSED

Kevin D Edmonds motioned to Approve David Blackshear for Regular member for Board of Adjustments, and Scott E Shrader seconded the motion.

VOTE:

6 AYES (Travis Magliolo, Mark Townsend, Marston S Holt, Scott E Shrader, Kevin D Edmonds, Joe Wilburn)

1 NAYS (Dawn A King)

MOTION PASSED

Mark Townsend motioned to Postpone Board of Adjustment Alternate Positions, and Scott E Shrader seconded the motion.

VOTE:

7 AYES (Travis Magliolo, Mark Townsend, Marston S Holt, Scott E Shrader, Kevin D Edmonds, Dawn A King, Joe Wilburn)

0 NAYS

MOTION PASSED

8.C Texas Government Code Section 551.087 - Deliberation Regarding Economic Development Negotiations.

(1) Deliberations regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body

seeks to have

locate, stay, or expand in or near the territory of the governmental body and with which

the governmental body is conducting economic development negotiations; or

(2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1)

8.D Texas Government Code Section 551.072 - Real Property

Deliberations regarding the purchase, exchange, lease, or value of real property.

ITEM 9.) ACTION ITEMS FROM EXECUTIVE (CLOSED) SESSION(S)

Open session resumes at 9:53PM9.A **Texas Government Code Section 551.071 – Consultation with Attorney** Consideration and possible action regarding a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act.

9.B Texas Government Code Section 551.074 - Personnel Matters Consideration and possible action on the appointment, employment, evaluation, reassignment, or duties of a public officer or employee to wit: Appointment to fill DEDC board positions 3, 4, and 6; and approval of the nomination of Don Zeek for Position 3 on the board of the Dickinson Management District #1; appointment of two regular members to the Planning and Zoning Commission, and appointment of one regular member and two alternate members to the Board of Adjustment.

9.C Texas Government Code Section 551.087 - Deliberation Regarding Economic Development Negotiations.

(I) Consideration and possible action regarding commercial or financial information

that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or
(2) Consideration and possible action regarding the offer of a financial or other incentive to a business prospect described by Subdivision (I).

9.D Texas Government Code Section 551.072 - Real Property

Consideration and possible action regarding the purchase, exchange, lease, or value of real property.

ITEM 10.) FUTURE AGENDA ITEMS

Council Member Townsend:

Potential Ordinance on battery storage facilities.

Support for regional update on Highway 517 expansion efforts with League City.

Mayor Magliolo:

Review of Little League land agreement/property history on Ohio St.

ITEM 11.) ADJOURNMENT

PASSED APPROVED, AND ADOPTED this 23rd day of June, 2026.

Travis Magliolo, Mayor

ATTEST:

Claude Oliver, City Secretary

**Dickinson City Council
Agenda Item Data Sheet
6.A**

MEETING DATE: June 23, 2026

TOPIC:	ORDINANCE NUMBER XXX-2026 - Consideration and possible action to approve an ordinance of the City of Dickinson to amend certain sections in Ch. 12 of the City’s Code of Ordinances related to the use of electronic smoking devices and smoking in city buildings and vehicles. (Administration)(2nd Reading)
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BACKGROUND:

RECOMMENDATION:

ATTACHMENTS:	<ul style="list-style-type: none"> • Smoking_and_Vaping_Prohibited.pdf
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FUNDING ISSUES:
FINANCE VERIFICATION OF FUNDING:

SUBMITTING STAFF MEMBERS: Claude Oliver	CITY MANAGER APPROVAL:
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ACTIONS TAKEN		
APPROVAL	READINGS PASSED	OTHER
NO		

ORDINANCE NO. XXX-2026

AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, TO AMEND CHAPTER 12, *OFFENSES – MISCELLANEOUS*, OF THE CITY OF DICKINSON CODE OF ORDINANCES, BY REPEALING SECTION 12-3, ENTITLED “POSSESSION OF BURNING TOBACCO PRODUCT OR SMOKE TOBACCO PROHIBITED IN CITY-OWNED/LEASED MUNICIPAL FACILITY OR VEHICLE”; AND AMENDING SECTION 12-130, ENTITLED “DEFINITIONS” AND SECTION 12-131, ENTITLED “OFFENSES”; PROVIDING A SEVERABILITY CLAUSE, A REPEALER CLAUSE, AND AN EFFECTIVE DATE.

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

Section 1. Chapter 12 of Dickinson’s Code of Ordinances, entitled *Offenses -- Miscellaneous*, is hereby AMENDED to repeal Section 12-3, entitled “Possession of burning tobacco product or smoke tobacco prohibited in city-owned/leased municipal facility or vehicle,” in its entirety as follows:

~~Section 12-3. Possession of burning tobacco product or smoke tobacco prohibited in city-owned/leased municipal facility or vehicle.~~

~~(a) [Prohibited.] It shall be unlawful for any person to be in possession of a burning tobacco product, or to smoke tobacco, in a building or vehicle owned or leased by the city. This shall include the carrying or holding of a lighted pipe, cigar, or cigarette of any kind, or any other lighted smoking equipment or device which contains a burning tobacco product, and the lighting of, emitting, or exhaling the smoke of a pipe, cigar, or cigarette, or other tobacco product of any kind.~~

~~(b) Exception areas not required. Nothing in this section shall be construed to require any person to establish an exception area in order to accommodate the preference of smokers.~~

~~(c) Noncompliance with state or federal law. Nothing in this section excuses noncompliance with any state or federal law, city ordinance, or any rule or regulation adopted pursuant thereto which prohibits smoking.~~

Section 2. Chapter 12 of Dickinson’s Code of Ordinances, entitled *Offenses -- Miscellaneous*, is hereby AMENDED to amend Section 12-130, entitled “Definitions” to read as follows (additions, ~~deletions~~):

Section 12-130. - Definitions.

For the purposes of this article the following words or terms shall have the meanings given below:

Electronic smoking device means any device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine, THC, smoke, vapor, aerosol or other substances to the individual inhaling from the device. The term includes any such device,

whether manufactured, distributed, marked, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, vape, vape pen, or under any other product name or descriptor, and shall include a component, part, or accessory for the device, regardless of whether such component, part, or accessory is sold separately from the device.

Minor shall mean any person under eighteen (18) years of age.

Person shall mean an individual, corporation, partnership, or other legal entity.

Possess shall mean to have in one's actual care, custody, control, or management.

Tobacco product shall mean any substance containing tobacco leaf, including, but not limited to, cigarettes, cigars, pipe tobacco, snuff, chewing tobacco, or dipping tobacco.

Section 3. Chapter 12 of Dickinson's Code of Ordinances, entitled *Offenses -- Miscellaneous*, is hereby AMENDED to amend Section 12-131, entitled "Offenses" to read as follows (additions, ~~deletions~~):

Section 12-131. - Offenses.

(a) It shall be unlawful for any person, while in a building or vehicle owned or leased by the city, to:

(1) be in possession of a burning or lit tobacco product or any other lighted smoking equipment or device which contains a burning tobacco product;

(2) smoke a tobacco product, which includes the lighting of, or emitting or exhaling the smoke of a pipe, cigar, or cigarette, or other tobacco product of any kind; or

(3) use an electronic smoking device.

(b) It shall be unlawful for a minor to possess a tobacco product within the city.

(~~b~~c) It shall be unlawful for a person to permit a minor to possess a tobacco product on property controlled by such person.

(~~e~~d) It shall be unlawful for a minor to falsely state to any person engaged in the business of selling tobacco products within the corporate limits of the city that such minor is not a minor for the purpose of purchasing a tobacco product.

(~~d~~e) It shall be unlawful for a minor to present to any person engaged in the business of selling tobacco products within the corporate limits of the city any document that purports to establish that such minor is not a minor for the purpose of purchasing a tobacco product.

(~~e~~f) It is an affirmative defense to prosecution under subsections (a) and (b) that the minor's parent or legal guardian consented to possession of the tobacco product by the minor, and the possession of the tobacco product was at the residence of the minor's parent or legal guardian or in the presence of the minor's parent or legal guardian.

(fg) It is not a violation of subsection (a) if the minor possesses the tobacco product while under the direction and supervision of a peace officer in the process of enforcing any provision of this article.

(gh) It is an affirmative to defense to prosecution under subsections (a) and (b) that the minor is an employee of a person holding a permit issued by the state authorizing such person to engage in the business of being a distributor, wholesaler, bonded agent, or retailer of tobacco products, and such tobacco product is possessed by the minor on the premises of his or her employer for the purposes of carrying out the business of such employer.

(i) In a prosecution for any violation of this section, the requirement that a culpable mental state be proven is hereby expressly waived, and such violation shall be punishable as a strict liability offense.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid, unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 5. All ordinances and parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflicts, hereby repealed.

Section 6. This Ordinance shall become effective immediately upon its adoption.

PASSED on first reading on _____.

PASSED and ADOPTED on second reading on _____.

TRAVIS MAGLIOLO
Mayor

ATTEST:

CLAUDE ALLEN OLIVER
City Secretary

APPROVED AS TO FORM:

NGHIEM V. DOAN
City Attorney

**Dickinson City Council
Agenda Item Data Sheet
6.B**

MEETING DATE: June 23, 2026

TOPIC:	RESOLUTION NUMBER XXX-2026 - Consideration and possible action to award a contract to Muncap, Inc., for management and administration services for public improvement districts within the City of Dickinson and authorize execution of a contract for same. (Administration)
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BACKGROUND:

RECOMMENDATION:

ATTACHMENTS:	<ul style="list-style-type: none"> • Resolution_Awarding_Contract_to_Muncap.pdf • Standard Vendor Agreement for PID Services_MuniCap Inc..pdf
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FUNDING ISSUES:
FINANCE VERIFICATION OF FUNDING:

SUBMITTING STAFF MEMBERS: Claude Oliver	CITY MANAGER APPROVAL:
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ACTIONS TAKEN		
APPROVAL NO	READINGS PASSED	OTHER

RESOLUTION NO. _____-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, SELECTING MUNICAP, INC. FOR MANAGEMENT AND ADMINISTRATION SERVICES FOR PUBLIC IMPROVEMENT DISTRICTS WITHIN THE CITY OF DICKINSON AND AUTHORIZING A CONTRACT FOR SAME.

WHEREAS, the City of Dickinson issued a Request for Proposals (RFP) seeking proposals for management and administration services for three existing public improvement districts located within the City of Dickinson; and

WHEREAS, all proposals received by the due date have been reviewed to determine the most qualified and responsive providers for management and administration services for public improvement districts, giving consideration to the evaluation criteria listed in the RFP; NOW, THEREFORE

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

SECTION 1. That the above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. That Municap, Inc. is selected to provide management and administration services for public improvement districts located in the City of Dickinson.

SECTION 3. That the City Manager is authorized to execute the contract with Municap, Inc., attached hereto as Exhibit A, as well as any other related documents necessary to achieve the City Council's intent as herein expressed.

SECTION 4. THAT this Resolution shall become effective upon its passage.

PASSED AND APPROVED by the City Council of the City of Dickinson, Texas, on the _____ day of _____, 2026.

TRAVIS MAGLIOLO
Mayor

ATTEST:

CLAUDE ALLEN OLIVER
City Secretary

APPROVED AS TO FORM:

NGHIEM V. DOAN
City Attorney

STANDARD VENDOR AGREEMENT

This AGREEMENT (“Agreement”) is entered by and between MuniCap, Inc. (“Vendor”), located at 600 East John Carpenter, Suite 150, Irving, Texas 75062 and the **City of Dickinson, Texas** (the “City”), a home-rule municipality, located at 4403 State Highway, Dickinson, Texas 77539 on the date set forth below.

Terms:

1. **Scope of Services:** Vendor will perform the services (“Services”) as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as Public Improvement District (PID) Administration (the “Work”). If there is a conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall commence on June 9, 2026 and shall end on June 9, 2031 unless sooner terminated in accordance with this Agreement. The “Contract Term” shall be the period between the Commencement Date and the earlier of the Expiration Date or the date upon which the Agreement is terminated as provided herein. The City reserves the right to terminate this Agreement for convenience upon seven (7) days written notice to Vendor. Upon such termination, the City shall pay Vendor, at the rate set out in **Exhibit A**, for services satisfactorily performed up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, the City will not be required to pay or reimburse Vendor for any services performed or for expenses incurred by Vendor after the date of the termination notice that could have been avoided or mitigated by Vendor.
3. **Compensation:** Vendor shall be paid for the services as set forth in **Exhibit A**. In no event shall the total compensation exceed \$292,500 per Assessment levy during the Contract Term. A list of Public Improvement Districts for which services will be provided is included as Exhibit D. The City shall tender payment (including progress/partial payments) for services only after such services are completed and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of the City. Vendor must submit to the City invoices for all services provided, which invoices must include details and dates of service. Payment by the City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that the City disapproves as not compliant under this Agreement, in the sole reasonable discretion of the City. If the City disapproves any amount submitted for payment by Vendor, the City shall give Vendor specific reasons for disapproval in writing.
4. **Insurance:** Vendor is required during the Contract Term to maintain insurance as follows: (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) If Vendor will provide the City “professional services,” as that term is used in Chapter 252 of the Texas Local Government Code, Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—exclusive of defense costs—of \$2,000,000 per occurrence; and (c) If at any point during the Contract Term it is foreseeable that Vendor will enter upon the City premises: (i) Worker’s Compensation coverage with statutory limits for the State of Texas, and (ii) Commercial Automobile Liability coverage with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate. All policies must contain a waiver of subrogation against the City. Comprehensive General Liability and Commercial Automobile Liability policies must name the

City as Additional Insured. Vendor shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by the City. Vendor shall provide the City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

5. **Independent Contractor:** Vendor is an independent contractor and is not an employee, partner, joint venture, or agent of the City. Vendor understands and agrees that he/she will not be entitled to any benefits generally available to the City employees, including without limitation withholding for or payment of any local, state, or federal taxes. Vendor shall be responsible for all expenses necessary to carry out the Services and shall not be reimbursed by the City for such expenses except as otherwise provided in this Agreement.
6. **Confidentiality:** During the course of performing the Work under this Agreement, Vendor may become privy to confidential information of the City. Vendor agrees to treat as confidential the information or knowledge that becomes known to Vendor during performance of this Agreement and to not use, copy, or disclose such information to any third party unless authorized in writing by the City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Vendor shall promptly notify the City of any misuse or unauthorized disclosure of the City's confidential information and upon expiration of this Agreement shall return to the City all confidential information in Vendor's possession or control. Vendor shall further comply with all information security policies of the City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Vendor without the prior written approval of the City.
7. **Warranties and Representations:** Vendor warrants and agrees that Vendor shall provide the Work and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any service performed on premises owned or controlled by the City, Vendor warrants and agrees that Vendor will perform said services in compliance with all the City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
8. **Licenses/Certifications:** Vendor represents and warrants that it will obtain and maintain in effect, and pay the cost of, all licenses, permits or certifications that may be necessary for Vendor's performance of this Agreement. If Vendor is a business entity, Vendor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Vendor.
9. **Performance/Qualifications:** Vendor agrees and represents that Vendor has the personnel, experience, and knowledge necessary to qualify Vendor for the particular duties to be performed under this Agreement. Vendor warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.
10. **Conflict of Interest:** Vendor warrants, represents, and agrees that Vendor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Vendor's performance of the services hereunder. Vendor further warrants and affirms

that no relationship or affiliation exists between Vendor and the City that could be construed as a conflict of interest with regard to this Agreement.

11. INDEMNIFICATION: VENDOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY , AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF VENDOR OR ANY AGENT, EMPLOYEE, SUBVENDOR, OR SUPPLIER OF VENDOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW. THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

12. **Force Majeure:** A Party whose performance of any obligation under this Agreement is delayed by a Force Majeure Event, as herein defined (“Impacted Party”), may have its performance tolled for the duration of such delay, but only to the extent such delay is not caused or could not have reasonably be anticipated, mitigated, or avoided by the Impact Party, and only if the Impacted Party has provided prompt notice of the Force Majeure Event to the other Party. Force Majeure Events shall include: (a) unavoidable major casualty loss from flood, fire, hurricane, earthquake or explosion; (b) declared national or regional emergency, including health emergencies; (c) severe abnormal weather conditions; and (d) other similar events beyond the reasonable control of the Impacted Party.

13. **Notices:** Any notice given under this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.

To Administrator:

Attn: Abdi Yassin
MuniCap, Inc.
600 E John Carpenter, Suite 150
Irving, Texas 75062

With a Copy to
Attn: Keenan Rice
MuniCap, Inc.
8965 Guilford Road, Suite 210
Columbia, Maryland, 21046

To City:

City of Dickinson
Attn: Finance Director
4403 State Highway 3
Dickinson, Texas 77539

14. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006 of the Texas Family Code, Vendor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
15. **State and/or City Auditor:** Vendor understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency or the City's internal auditor (collectively, the "Auditor"), to conduct an audit or investigation in connection with those funds. Vendor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Vendor will include this provision in all contracts with permitted Subvendors.
16. **Jurisdiction:** Any claims or legal action arising from this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas, and governed by Texas law without regard to its conflict of laws provisions.
17. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by the City and Vendor to attempt to resolve any claim for breach of contract made by Vendor that cannot be resolved in the ordinary course of business. The Director of Finance of the City shall examine Vendor's claim and any counterclaim and negotiate with Vendor in an effort to resolve such claims. This provision shall not be construed as a waiver by the City of its right to seek redress in the courts.
18. **Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the Parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the Parties executed subsequent to this Agreement.
19. **Eligibility to Receive Payment:** Vendor certifies that, as a matter of state law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.
20. **Payment of Debt/Delinquency to State:** Vendor certifies that it is not indebted to the City and is current on all taxes owed to the City. Vendor agrees that any payments owing to Vendor under the Agreement may be applied directly toward any debt or delinquency that Vendor owes the City regardless of when it arises, until such debt or delinquency is paid in full.
21. **Products and Materials Produced in Texas:** If Vendor will provide services under the Agreement, Vendor covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and

materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

22. **Risk of Loss:** If applicable, all work performed by Vendor pursuant to the Agreement will be at Vendor's exclusive risk until final and complete acceptance of the Work by the City. In the case of any loss or damage to the work prior to the City's acceptance, bearing such loss or damage will be Vendor's responsibility.
23. **Publicity:** Vendor shall not use the City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving the City's prior written approval.
24. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
25. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of the City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on the City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on the City except to the extent authorized by the laws and Constitution of the State of Texas.
26. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by the City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by the City.
27. **Authority:** Vendor warrants and represents that Vendor has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of the City represents that he/she has authority to sign this Agreement on behalf of the City. The Parties understand and agree that in entering into this Agreement, the City is performing a solely governmental function and not a proprietary function. The Parties covenant to not assert in any legal or equitable proceeding any claim or argument that the City's entering into this Agreement is a proprietary function and not solely a governmental function. This provision shall survive the termination or expiration of this Agreement.
28. **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Vendor. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.

29. **Prohibitions Pursuant to Texas Government Code:** By executing this Agreement Vendor verifies that Vendor (1) does not boycott Israel and will not during the term of this Agreement per Section 2274.002; (2) is not engaged in business with Iran, Sudan, or any company on the list referenced in Section 2252.152; (3) does not boycott energy companies and will not during the term of this Agreement per 2274.002; and (4) does not have a practice, policy, guidance, or directive of this Agreement against a firearm entity or firearm trade association and will not during the term of this Agreement per 2274.002.

Executed on _____ . *(date to be filled in by City Secretary)*

_____ **“Vendor”**

By: _____

Name: _____

Title: _____

The City of Dickinson, Texas

Chaise A. Cary, City Manager

Attest:

Claude A. Oliver, City Secretary

Approved as to Form:

Nghiem V. Doan, City Attorney

Exhibit A

Scope of Services/Description of Products/Payment Schedule
(There are 14 pages for Exhibit A, including this page)

3. PROPOSED SERVICES FOR PID ADMINISTRATION (SERVICE DELIVERY)

Administrative and management support services are those services associated with the annual determination of the special assessments to be collected from the property subject thereto, updating the Service and Assessment Plan and the PID Assessment roll, management of Assessments and/or Bond funds and accounts, and providing public information.

General Public Assistance

This task involves responding to telephone calls from property owners and other interested parties who have questions regarding the current and prospective special Assessments. These calls may be related to a tax assessment bill or an inquiry related to the purchase or sale of property subject to the PID Assessments. We will provide a toll-free phone number for property owners to call with questions. Additionally, this number will be given to people who call the City or County to obtain information about the PID assessments.

Additionally, we manage a website where property owners can access information for their individual property or for their PID. Information that can be accessed includes project overview, FAQs, PID Assessment Notice, the current Annual Service Plan Update, and the original Service and Assessment Plan. https://municap.com/owner_information/

A. MuniCap's PID Administrative Services

1. ANNUAL SPECIAL ASSESSMENT DETERMINATION

MuniCap will determine the annual installment to be collected from each parcel which includes the following sub-tasks:

- Background research
- Calculate the annual installment to be collected.
- Revise service and assessment plan
- Support services related to billing of annual installments:
 - **Present findings to the City:** The updated service and assessment plan prepared will be provided to the City for its approval.
 - **Provide assessment roll to the County:** We shall assist the City with its required notification to the County of the amount of the annual installments to be collected each year.
 - **Supplemental billing:** We shall assist the County or City with any supplemental billing that shall be necessary.
- **Prepayment of Special Assessments:** MuniCap will coordinate the prepayment of special assessments with the City, Trustee, property owners, and title companies. This coordination shall include calculation of the amount due to prepay the special assessment and transmittal of a letter with the prepayment amount, prepayment instructions, and the recordable form of the special assessment lien release to the title company or other such steps as required by the Indenture and related documents.

2. BOND FUND ADMINISTRATION

MuniCap will review and reconcile account statements for funds and accounts maintained by the Trustee. The accounts and transactions are checked for accuracy and consistency with the Indenture. This task includes evaluation and coordination of investment funds, including a review of qualified investment options pursuant to the Indenture.

3. HOMEOWNERS ASSISTANCE/PUBLIC INFORMATION

MuniCap will monitor notice provided to prospective homebuyers by the developer and builders in accordance with the home buyer disclosure program, including without limitation, the following notices:

- Notice of the special taxing district recorded in the appropriate land records for the property;
- Notice of the special taxing district provided by builders in addendum to contracts on brightly colored paper;
- Collection of a copy of the addendum signed by each buyer from builders with such copy being provided to the City;
- Signage indicating that the property for sale is located in a PID located in conspicuous places in all model homes;
- An overview of each PID provided to builders to be included in sales packets;
- Estimates of yearly or monthly ownership costs including special assessments;
- Notification to settlement companies through the builders to include special assessments on HUD 1 forms and inclusion in total estimated assessments for the purpose of setting up tax escrows;
- Notice of each PID in the homeowner association documents and provide copies on Administrator's website;
- Announcements of each PID on the City's web site and community channels.

4. DELINQUENCY MANAGEMENT

MuniCap will provide delinquency management services only if special assessments are levied and there are delinquencies in the payment of special assessments and includes the following sub-tasks:

- **Delinquent Special Assessment Report:** Until annual assessments are collected in full, MuniCap will prepare a monthly or quarterly delinquency report which lists each parcel delinquent in the payment of the annual installment and the corresponding amount of delinquency, plus penalties.
- **Delinquency Follow-Up:** We will keep Trustee and City informed of special circumstances that come to the attention of the Administrator, such as bankruptcies and foreclosures. We will assist the City with providing information regarding delinquent properties to the delinquency collection attorneys.

5. DISCLOSURE SERVICES

Annual Report Preparation: We will prepare an annual report as required by the continuing disclosure agreements, as needed.

Developer Quarterly Reports: We will request from the Developer the reports pursuant to the continuing disclosure agreement.

Significant Event Notices: Upon notification by any responsible party or if MuniCap independently becomes aware of such knowledge, we will prepare notices of material events covering the events enumerated in the disclosure agreements and provide the information to the dissemination agent engaged at the time of any bond issuance.

Dissemination: We will work directly with the dissemination agent or be engaged directly as the dissemination agent at the time of any bond issuance as designated by the City. If MuniCap is engaged as the dissemination agent, we will disseminate the annual reports, quarterly reports from the Developer, and notices of significant events to the MSRB and the appropriate state information repository (SID) in a timely manner as set forth in the continuing disclosure agreement. MuniCap will also disseminate information to bond holders requesting information as provided for in the continuing disclosure agreements.

6. REQUISITION RELATED SERVICES

- **Review and Track Invoices:** We will enter any payment certifications received from each PID into the accounts receivable journal, check the invoice against approved contracts or purchase orders, prepare certificates for the payment of the invoice by the Trustees, and forward the invoice with the Administrator's and Trustee's certificate to an officer of the City authorized to approve the disbursement of funds by each PID.

B. MuniCap's Additional Recommended Administrative Services (based on industry best practices)

1. ARBITRAGE REBATE SERVICES

Arbitrage rebate services encompass those activities associated with computing the rebate liability (if any) related to the series of bonds issued for each PID. The computations will be prepared as described in Section 148(f)(2) of the Internal Revenue Code of 1986, as amended. MuniCap shall coordinate the arbitrage rebate requirements of the bonds, including **(1) Background Research:** We will review documents, including the Indenture, non-arbitrage certificate, IRS form 8038-G, trustee fund/account statements, and prior rebate reports, and consultations with bond counsel or special counsel, as needed. The funds subject to arbitrage rebate and any available exceptions will be identified. The flow of funds in the accounts with the Trustee will be identified as necessary to perform the arbitrage rebate calculations. **(2) Calculation of Bond Yield:** We will prepare a debt service table and an independent calculation of the yield on the bonds. The resulting yields will be verified with those stated on the non-arbitrage certificate. **(3) Calculation of Rebate Liability:** We will compute the allowable arbitrage earnings and comparison of the results to the actual investment earnings for each issue. **(4) Preparation of Rebate Report:** We will prepare a written report containing the findings of the financial analysis and an explanation of the underlying methodology followed to compute the rebate liability for each issue. In addition to identifying any

arbitrage liability, each report contains a separate investment yield comparison and analysis for each fund. Standard features also include the following items as defined by U.S. Treasury Regulations: Explanation of calculation methodology, overview of applicable rebate requirements and treasury regulations, summary of all pertinent dates, identification of major assumptions, review of sources and uses of funds, bond yield calculation, investment yield by fund with comparison to bond yield, rebate liability by fund , and aggregate liability for the issue

- **Rebate Liability Discharge:** We will coordinate the filing of IRS Form 8030-T and providing instructions for installment payments as necessary.
- **Assistance with IRS Inquiries:** We will provide assistance in the event of an IRS inquiry related to any PID bond issue and includes providing supporting documentation used to prepare the calculations and explanation of the calculations in a meeting with the IRS, if necessary. These services are provided on a time and material basis and are not included in the base fee.

2. COMPLIANCE MONITORING AND TAX REPORTING

MuniCap will request and compile all information related to IRS-required tax reporting (i.e. W-9's) from all vendors, as needed (including at the time of debt issuance) and report this information annually to all vendors and the IRS in accordance with IRS regulations. MuniCap will also maintain an audit file and prepare a report confirming compliance with applicable requirements of the tax certificate for the bonds which includes the following subtasks:

- **Ownership and Transfer of Public Improvements:** Confirm that all public improvements have been transferred to a public entity, once appropriate, as required by the applicable agreement with the developer.
- **No Post-Closing Agreements:** Confirm with any relevant parties to confirm that there are no post-closing agreements that give any private business user a special legal entitlement to any public improvement, except for those agreements reviewed by bond counsel.
- **No Disposition of the Public Improvements:** Confirm that there have been no sales leases, or other dispositions of any public improvements, except for dispositions reviewed by bond counsel.
- **No Modifications:** Confirm that there have been no modifications to any public improvement, except for those which are in compliance with agreement with the developer providing for the construction of the public improvements or as otherwise approved by bond counsel.
- **Maintenance of Audit File:** Maintain an audit file with documentation to verify information related to compliance with the tax certificate.
- **Preparation of Report:** Prepare a report to the City each year explaining the efforts of Administrator to verify confirmation of compliance with the tax certificate, documentation

in the audit file, and identifying any missing information or requirements of the tax certificate not confirmed.

3. ACCOUNTING AND AUDIT ASSISTANCE

MuniCap offers a variety of account services on behalf of the City for each PID which include the following subtasks:

- **Annual Audit Coordination:** MuniCap will coordinate with the auditor the preparation of an audit of the financial records of each PID. We will also incorporate internal controls as recommended by the auditor, if any.
- **Maintain General Ledger:** We will enter transactions in a general ledger for each PID to maintain accounting records to be used for the preparation of financial statements, as needed.
- **Financial Statement Preparation:** We will record financial transactions for each PID in the appropriate ledgers of each PID and prepare annual financial statements for each PID, as needed.
- **Requisition Review:** We will review all requisition documentation, as needed, and verify confirmation of compliance of compliance with the Development, Acquisition and Financing Agreement or any other applicable agreement, confirm proper documentation in the audit file, and identify any missing information or requirements not confirmed, as needed.

C. MuniCap's PID related Consulting Services

MuniCap will provide PID related consulting services including:

1. ASSIST CITY WITH PREPARING AND/OR UPDATING PID POLICY

- In the absence of existing PID policy, provide City staff with sample PID policies to City staff for review and provide feedback based on experience.
- Prepare or assist City staff to prepare initial draft PID policy.
- Ensure PID policy incorporates both proven best practices and the City's specific requirements.
- Work with applicable City department and staff to incorporate desired provisions.
- finalize PID Policy for council consideration and approval.

2. ASSIST WITH DEVELOPMENT AGREEMENT AND/OR SIMILAR MECHANISMS

- Prepare comprehensive PID creation, assessment levy and bond issuance timelines and progress monitoring file and provide to the City, developer and other parties involved with the proposed development.
- Assist City with identifying and incorporating optimal financing structure including development agreement negotiations and other governing documents.

- Preparing initial projections to determine target PID terms including, but not limited to, desired assessment level, financing mechanism (bonding, reimbursement agreement, etc.), assessment duration, authorized project costs to be incorporated into the development agreement etc.

3. ASSIST CITY WITH CREATION OF PID DISTRICT

- Assist City with processing PID petitions and setting public hearing dates.
- Assist city with statutory required publications and mailing notices including researching list of notice recipients.
- Assist city with filing of district creation resolution with appropriate county.

4. ASSESSMENT LEVY SUPPORT

MuniCap will work with the City, the City’s financial advisor, bond counsel, and developer’s team to develop and complete all necessary calculations and corresponding documentation for the purpose of levying assessments. We will prepare the PID feasibility report and applicable service and assessment plan by evaluating available potential assessment methodologies and allocation bases allowed by the PID Act as part of each engagement and work with the City and other City consultants to select the methodology that best fits a particular development. Similarly, we will consider any master improvements for development that are proposed to have more than one phase, along with phase-specific improvements for purposes of any related reimbursement agreements. Our team will also complete all interest calculations for reimbursements as outlined in the applicable reimbursement agreement. The typical steps in the preparation of the SAP include:

- Review plan of finance outlined in the Service and Assessment Plan (SAP) in conjunction with PID policy to ensure consistency.
- Review public improvements and estimated costs to ensure eligibility and appropriate allocation of benefit.
- Estimate available revenue sources that act as an offset to assessments, as applicable.
- Determine appropriate property classifications for assessment levy.
- Determine the appropriate assessment amount for different property classifications.
- Prepare draft SAP for the PID that includes the assessment methodology and the proposed assessment roll.
- Coordinate discussions with City and developer teams to review draft SAP and incorporate updates.
- Assist with the preparation of applicable resolutions and ordinances for the various approval requirements.
- Finalize Service and Assessment Plan and ensure proper references in the applicable authorizing documents.

5. ATTEND MEETINGS, WORK SESSIONS AND CALLS

MuniCap will attend formal and informal meetings, arrange and/or participate in conference calls, review documents, prepare documentations and projections and provide recommendations to the City with respect to each of the items described above.

6. BOND ISSUANCE SUPPORT

MuniCap will assist the City with respect to any and all PID bond issuances and review of all applicable documents to ensure they comply with statutory requirement, state and local laws. And City policy. MuniCap will complete the following for each bond issuance:

- Prepare projections for purposes of bond issuance.
- Review bond documents including indentures, continuing disclosure agreements, offering documents in conjunction with SAP to ensure consistency with PID policy, development and financing agreement.
- Provide certification required for the issuance of PID debt as reasonably approved by MuniCap.

At the time in which bond proceeds are being requested for disbursement, MuniCap's accounting division will complete the following:

- Review the bond proceed disbursement request in conjunction with the bond documentation.
- Diligently review each line item and amount being requested for reimbursement by ensuring adequate proof of payment.
- Generate a list of questions related to any line items that raise question either to the nature of the amount being requested or the information being provided as support.
- Communicate to the City the outcome of the review of the disbursement requisition, along with any additional information to be requested or questions to be answered.
- Execute any certification of review of the bond proceed disbursement requisition on behalf of the City.
- At the request of the City, provide fully completed bond proceeds disbursement requisition to the trustee for reimbursement to the developer.
- Ensure all certificate of completions are executed and filed at the time of the corresponding public improvement completion.
- Coordinate the conveyance of the public improvement to the City once the necessary certificate(s) have been filed.

MuniCap will review existing PID related reports and agreements, if any, as part of the initial assessment and preparation for future bond issuance services. We will prepare the PID feasibility report and applicable service and assessment plan by evaluating available potential assessment methodologies and allocation bases allowed by the PID Act as part of each engagement and work with the City and other City consultants to select the methodology that best fits a particular development. Similarly, we will consider any master improvements for development that are proposed to have more than one phase, along with phase-specific improvements. We also apply recommended best practices for public policy when levying special assessments, which protect property owners, the City, and bond holders. Our work will always be unbiased and balanced as we strictly operate within the applicable statutory framework, agreements between the City and the developer and other industry best practices.

MuniCap will attend formal and informal meetings, arrange and/or participate in conference calls, review documents, prepare documentations and projections and provide recommendations to the City with respect to bond issuance support.

The services described herein do not include conducting due diligence on information provided to or used by MuniCap. MuniCap will not rely on information it does not believe to be reasonable and valid; however, we will not investigate the validity of information unless requested to do so as additional work. MuniCap's services do not include any services not specified herein or requested as additional services, including review of legal, engineering, or land use matters.

5. PROPOSED FEES FOR SERVICES

A. MuniCap's PID related Consulting Services

The proposed fees shown in the tables below are based on the services described in Section 3.C of this proposal.

CONSULTING SERVICES - CAPITAL PID

Service	Price	Unit ¹	Frequency ^{2,3}	Additional Information
<i>Proposed Services for PID Administration</i>				
Assist City with Preparing and/or Updating PID Policy				
Assist with Development Agreement or similar mechanisms			At Time of Levy or Bond Closing	See corresponding description below.
Assist City with Creation of PID District Assessment Levy Support	\$45,000	Per PID		
Attend Meetings, Work Sessions, & Calls				
Bond Issuance Support				
¹ Per Assessment levy and/or Bond issuance. ² The total annual amount shown is invoiced on a monthly basis. Actual annual cost will not exceed the amount shown as the total annual amount. ³ Administrator's invoices shall be paid solely from <u>Bond proceeds and/or developer funds deposited with the City.</u>				

Such amount will be for expenses incurred prior to Assessment Levy and/or Bond and are a predecessor to the administrative services described in Section 4.C. **Administrator's invoices shall be paid solely from Bond proceeds and/or developer funds deposited with the City.**

CAPITAL PIDs

Consulting services, as set forth in Section 3.C., shall be provided on a lump sum basis with a total fee for each separate Assessment Levy and/or Bond issuance, and/or refunding bonds plus out of pocket expenses, including, but not limited to travel, printing, fees incurred from Central Appraisal Districts, etc., dependent upon the size and scope of each PID. The Services provided on a time and material basis and included in the maintenance PIDs annual cost estimate shown in 4.C. are:

- Assist City with Preparing and/or Updating PID Policy
- Assist with Development Agreement or similar mechanisms
- Assist City with Creation of PID District
- Assessment Levy Support
- Attend Meetings, Work Sessions, & Calls
- Bond Issuance Support

MAINTENANCE PIDS

Fee structures related to maintenance PIDs are available upon request.

B. MuniCap’s PID Administrative Services

The proposed fees shown in the tables below are based on the services described in Section 3.A of this proposal.

ANNUAL FEE PROPOSAL - ADMINISTRATIVE SUPPORT SERVICES RELATED TO THE SPECIAL ASSESSMENTS, DELINQUENCY MANAGEMENT, AND CONTINUING DISCLOSURE SERVICES - CAPITAL PIDS

Service	Price	Unit ¹	Frequency ^{2,3,4}	Additional Information
<i>Setup fee</i>	\$5,000- \$7,500	Per PID	One-Time	See corresponding description below.
<i>Proposed Services for PID Administration</i>				
Annual special assessment determination				
Bond fund administration				
Homeowners assistance/public information	Not To Exceed \$28,800	Per PID	12 Equal Monthly Payments	See corresponding descriptions below.
Delinquency management				
Disclosure services				
Auditing assistance				
¹ Per Assessment levy and/or Bond issuance. ² The total annual amount shown is invoiced on a monthly basis. Actual annual cost will not exceed the amount shown as the total annual amount. ³ <u>Administrator’s invoices shall be paid solely from PID Assessments, Bond proceeds and/or developer funds deposited with the City.</u> ⁴ Prepayment cost are billed directly to the party requesting the prepayment and paid from prepayment proceeds.				

Fee structures related to maintenance PIDs are available upon request.

These amounts include preparation for and attendance at an annual meeting of the City to review the update of the annual assessment plan. Fees shall be billed based on the number of hours worked at MuniCap’s prevailing hourly rates, which are currently shown in the fee schedule below.

CAPITAL PIDS

Administrative services, as set forth in Section 3.A., shall be provided on a lump sum basis with

total annual estimated not-to-exceed cost of \$28,800 for each separate Assessment Levy and/or Bond issuance, plus an estimate of \$5,000 to \$7,500 for one-time initial set up costs for capital PIDs.

The Services included in the capital PIDs annual cost estimate shown in 4.A.:

- Annual special assessment determination
- Bond fund administration
- Homeowners assistance/public information
- Delinquency management
- Disclosure services
- Auditing services

C. MuniCap’s Additional Recommended Administrative Services (based on industry best practices)

The proposed fees shown in the table below are based on the services described in Section 3.B of this proposal.

ADDITIONAL ADMINISTRATIVE SERVICES

Service	Price	Unit ¹	Frequency ^{2,3,4}	Additional Information
<i>Setup fee</i>	\$3,000 - \$5,000	Per PID	One-Time	See corresponding description below.
<i>Proposed Services for PID Administration</i>	Not to Exceed	Per PID	12 Equal Monthly Payments	See corresponding description below.
Arbitrage Rebate Services	\$19,200			
Compliance Monitoring & Tax Reporting				
Accounting Services	Annually			

¹Per Assessment levy and/or Bond issuance.

²The total annual amount shown is invoiced on a monthly basis. Actual annual cost will not exceed the amount shown as the total annual amount.

³**Administrator’s invoices shall be paid solely from PID Assessments, Bond proceeds and/or developer funds deposited with the City.**

⁴Additional services required for a maintenance PID relate to Accounting services only and shall be provided on a time and material basis not-to-exceed \$8,400.

These costs should decrease once the development is complete. Fees shall be billed based on the number of hours worked at MuniCap’s prevailing hourly rates, which are currently shown in the fee schedule below.

Title	Hourly Rate
President	\$375
Executive Vice President	350
Senior Vice President	325
Vice President	300
Director	270
Manager	245
Project Manager	230
Senior Associate	220
Associate	190

CAPITAL PIDS

Administrative services, as set forth in Section 3.B., shall be provided on a lump sum basis with total annual estimated not-to-exceed cost of \$19,200 per capital PID, plus an estimate of \$3,000 to \$5,000 for one-time initial set up costs. The Services provided on a time and material basis and included in the capital PIDs annual cost estimate shown in 4.B. are:

- Arbitrage Rebate Services
- Compliance Monitoring & Tax Reporting
- Accounting Services

MAINTENANCE PIDS

Fee structures related to maintenance PIDs are available upon request.

D. Reimbursable Expenses

Out of pocket expenses are billed at actual costs without any mark up, including but not limited to travel costs and costs incurred from seeking legal counsel related to governing documents. Administrator shall receive written approval from the City before incurring any expenses in excess of one-hundred dollars (\$100).

The fees provided for herein may be increased from time to time to reflect increased costs of labor and services; provided however, that in no event shall such increase be made more than one time per year and such increase shall not exceed 10% of the fee charged immediately prior to the increase. Administrator shall provide City with one hundred and twenty (120) days advance written notice of each such increase.

E. Additional Work

Services or meetings not specified in the scope of work set forth in Exhibit “A” to this Agreement are identified as additional work and shall be billed at Administrator’s prevailing hourly rates shown above.

Administrator's hourly rates may be adjusted from time to time to reflect increased costs of labor and services.

Administrator shall not provide additional work without City's prior written (including email) authorization.

Administrator shall send an invoice to City each month showing the work performed, the person performing the work, the date the work was performed, the amount of the time worked, and the hourly rates for the work. The invoice shall be accompanied by a certificate to the trustee to be signed by the City instructing the trustee to pay the invoice. Within thirty days of receiving the invoice, the City shall forward each correctly billed invoice to the trustee with a signed certificate instructing the trustee to pay the invoice. **Administrator's invoices shall be paid solely from available funds of the PID.**

Administrator specifically acknowledges that it shall have no recourse against City for payment of any fees associated with this Agreement.

Exhibit B

MSRB Language

(There are 2 pages for Exhibit B, including this page)

MSRB LANGUAGE

1. The compensation due under this Agreement will be contingent in part or in full upon assessment levy and/ or bond issuance. While this form of compensation is customary in the municipal securities market, this may present a material conflict of interest because it could create an incentive for the Administrator to recommend unnecessary financings or financings that are disadvantageous to the City. This conflict of interest is mitigated by the Administrator through its adherence to MSRB and SEC rules that include complying with a duty of fair dealing and certain core standards of conduct when engaging in municipal advisory activities.

2. The Administrator has determined, after exercising reasonable diligence, that it has no known material conflicts of interest that would impair its ability to provide advice to the Client in accordance with its fiduciary duty to municipal-entity clients and the standard of care required by Municipal Securities Rulemaking Board (the “MSRB”) Rule G-42(a)(i) concerning obligated person clients. To the extent any material conflicts of interest arise after the date of this agreement, the Administrator will provide information concerning any material conflicts of interest in the form of a written supplement to this agreement.

3. The Administrator is registered as a “municipal advisor” under Section 15B of the Securities Exchange Act (the “SEC”) of 1934 and rules and regulations adopted by the SEC and the MSRB. As part of this registration the Administrator is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving the Administrator. The Administrator is required to disclose any legal or disciplinary event that is material to the City’s evaluation of the Administrator or the integrity of its management or advisory personnel. The Administrator has determined that no such event exists. Copies of Administrator filings with the SEC are available via the SEC’s EDGAR system by searching “Company Filings,” which is available via the Internet at <https://www.sec.gov/edgar/searchedgar/companysearch.html>. Search for “MuniCap” or for Administrator's CIK number, which is [0001614774](https://www.sec.gov/edgar/searchedgar/companysearch.html).

4. Pursuant to Municipal Securities Rulemaking Board (“MSRB”) Rule G10, Administrator is required to provide you with the following information:

The MSRB has made available on its website (www.msrb.org) a municipal advisor client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Exhibit C

Timelines

(There are 2 pages for Exhibit C, including this page)

Timelines

I. CONSULTING SERVICES RELATED ADMINISTRATION SERVICES

Administrator shall deliver work products described in Section A of Exhibit A based on the document delivery timeline to be set by the City and the Administrator on a case by case basis.

II. CONSULTING SERVICES RELATED DISTRICT CREATION AND ASSESSMENT LEVY

Administrator shall deliver work products described in Section C of Exhibit A based on the document delivery timeline to be set by the City and the Administrator on a case by case basis.

Exhibit D

List of Public Improvement Districts

(There are 2 pages for Exhibit D, including this page)

Public Improvement Districts

List of PIDs – to be updated as new PIDs are created

- 1 – Bayou Lakes Public Improvement District Number Two*
- 2 – Bayou Maison Public Improvement District Number Three*
- 3 – Bayou Bend Estates Public Improvement District Number Four*

**Dickinson City Council
Agenda Item Data Sheet
6.C**

MEETING DATE: June 23, 2026

TOPIC:	RESOLUTION NUMBER XXX-2026 - Consideration and possible action to adopt a Resolution approving an infrastructure improvement project by the Dickinson Economic Development Corporation to promote or develop a new or expanded business enterprise in the City of Dickinson. (DEDC)
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BACKGROUND:

RECOMMENDATION:

ATTACHMENTS:	<ul style="list-style-type: none"> • Bayou_Village_Collaborate_Agreement_Executed_Final (2).pdf • Approval_for_DEDC_Infrastructure_Project_Bayou_Village_Phase_1 (2).pdf
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FUNDING ISSUES:
FINANCE VERIFICATION OF FUNDING:

SUBMITTING STAFF MEMBERS: Claude Oliver	CITY MANAGER APPROVAL:
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ACTIONS TAKEN		
APPROVAL NO	READINGS PASSED	OTHER

**CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT
AMONG THE CITY OF DICKINSON, TEXAS,
THE DICKINSON ECONOMIC DEVELOPMENT CORPORATION,
THE DICKINSON MANAGEMENT DISTRICT NO. 1,
AND COLLABORATE DEVELOPMENT, LLC
AND COLLABORATE SPECIAL PROJECTS, LLC.**

This Development Agreement (the “Agreement”) is made and entered into by and among the **City of Dickinson, Texas**, a Texas home-rule municipality (the “City”), the **Dickinson Economic Development Corporation**, a Texas Type B Economic Development Corporation (the “DEDC”), and the **Dickinson Management District No. 1**, a special district created under Section 59, Article XVI of the Texas Constitution and pursuant to Chapter 3853 of the Special Districts Local Laws Code (the “DMD”), (herein collectively referred to as the “Dickinson Entities”), all with their principal offices being located at 4403 State Highway 3, Dickinson, Texas 77539, and **Collaborate Development LLC** and **Collaborate Special Projects LLC**, each a Texas Limited Liability Company (collectively “Collaborate”) with their principal offices being located at 1206 Nance Street, Houston, Texas 77002.

RECITALS

WHEREAS, Chapter 380 of the Texas Local Government Code authorizes cities to establish programs to make grants of public money and provide the city’s personnel and services to promote local economic development and to stimulate business and commercial activity in the city; and

WHEREAS, Chapter 501 of the Texas Local Government Code authorizes economic development corporations to expend funds for infrastructure improvements, including streets and roads, drainage, and site improvements, that are necessary to promote or develop new or expanded business enterprises; and

WHEREAS, Chapter 3853 of the Texas Special Districts Local Laws Code authorizes the DMD to establish programs to make grants of public money to promote local economic development and to stimulate business and commercial activity in the district; and

WHEREAS, the DEDC owns a parcel of land of approximately 14.4 acres located at the corner of Whispering Drive and East FM 517 in the City (the “DEDC Parcel”); and

WHEREAS, Collaborate desires to purchase a portion the DEDC Parcel on which to develop, construct, and operate a retail center (the “Project”); and

WHEREAS, the Dickinson Entities propose to assist Collaborate to develop the Project by constructing certain road improvements to access and serve the Project and provide certain tax incentives to stimulate further development; and

WHEREAS, the city council of the City hereby finds and determines that entering into an agreement with Collaborate under Chapter 380 would promote local economic development and stimulate business and commercial activity in the city; and

WHEREAS, the board of directors of the DEDC hereby finds and determines that entering into an agreement with Collaborate under Chapter 501 to assist with infrastructure to serve the Project would promote and develop new or expanded business enterprises within the City; and

WHEREAS, the board of directors of the DMD hereby finds and determines that entering into an agreement with Collaborate under Chapter 3853 would promote local economic development and stimulate business and commercial activity in the district.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and the mutual benefits and obligations set forth herein, including the recitals set forth above, the City, the DEDC, the DMD, and Collaborate agree as follows:

1. General

A. Term of Agreement. This Agreement will become effective on the date (“Effective Date”) that it is fully executed by all parties and expire on December 31, 2033, unless earlier terminated as provided herein.

B. Property Description. The DEDC Parcel is shown and more specifically described in Exhibit A attached hereto. Collaborate will locate the Project on a tract of approximately 1.7 acre (“Phase One Tract”) at the northwest corner of the DEDC Parcel, as shown and generally described in Exhibit B attached hereto. The remainder of the DEDC Parcel (the “Remainder Tract”) totals approximately 12.7 acres, as shown and generally described in Exhibit C attached hereto. The parties acknowledge that the descriptions of the Phase One Tract and the Remainder Tract are herein general because those tracts will not be platted until after the Effective Date.

2. DEDC Obligations

A. Platting. The DEDC will cause the DEDC Parcel to be subdivided via plat into the Phase One Tract and the Remainder Tract, with final approval of said plat (“Plat Approval”) to occur no later than one hundred twenty (120) days after the Effective Date.

B. Construction of Whispering Drive. Within one hundred eighty (180) days of the Effective Date, the DEDC shall engage the City’s city engineer to create plans to construct and improve a segment of Whispering Drive extending south from the southern ROW line of FM 517 for not longer than two hundred fifty (250) feet (the “Road Segment”). In conjunction with the City, the DEDC will cause the Road Segment to be constructed with hot mix asphalt, curb and gutter, that is compliant with all applicable public street requirements of the City and will bear all costs associated with such construction except for any labor and equipment provided by the City.

Final completion of the Road Segment shall be achieved by no later than CO Issuance, as herein defined.

C. Construction of Driveway. In conjunction with the City, the DEDC shall cause to be constructed two driveways (the “Driveways”), built to City street standards, to connect the Road Segment to the parking lot for the Project at points to be jointly determined by Collaborate and the City, which are anticipated to require appropriate sloping to achieve a final elevation of approximately five (5) feet above the Road Segment elevation, and will bear all costs associated with such construction except for any labor and equipment provided by the City. Final completion of the Driveways shall be achieved by no later than CO Issuance, as herein defined.

D. Land for Drainage. The DEDC will assist Collaborate with any drainage retention/detention requirements triggered by the Project by providing land suitable to mitigate such requirements.

3. City Obligations

A. Construction Assistance. The City will assist the DEDC’s effort to construct the Roadway Segment and the Driveways by providing City personnel and City-owned equipment to perform the construction work.

B. Ad Valorem Tax Rebate. The City will rebate to Collaborate all City ad valorem taxes assessed and collected on the value of the Phase One Tract, for a period of thirty-six (36) months from the Closing Date as herein defined.

4. DMD Obligations

A. Sales Tax Rebate. The DMD will rebate to Collaborate the DMD’s portion of the local sales and use tax generated from each business that locates at the Project, for a period of five (5) years. The Project will have multiple tenant spaces, and the five-term tax rebate period will apply

independently to each such space, to commence for each tenant space starting from the date that a certificate of occupancy is issued to the first business to occupy that particular tenant space in the Project, and will end on the fifth anniversary, regardless of any intervening vacancies or changes in occupant of that particular space.

5. Collaborate Obligations

A. Purchase of the Property. Collaborate Special Projects LLC (“CSP”) shall purchase the Phase One Tract from the DEDC for the price of one dollar and eleven cents (\$1.11) per square foot. CSP shall close on this purchase transaction no later than ninety (90) days after Plat Approval (the “Closing Date”). The deed conveying the Phase One Tract from the DEDC to CSP shall contain a right of reverter to run with the land, which right may be invoked by the DEDC in the event any future owner of any portion of the Phase One Tract claims or receives an exemption from ad valorem taxation.

B. Construction of the Project. The Project will consist of a retail center with a minimum of 12,000 square feet of climate-controlled space. Collaborate shall cause to be constructed the Project utilizing construction methods, durability of materials, and workmanship consistent with B-class or better and 3 stars or better as rated by Costar for commercial developments of similar type in the region. In addition, the Project shall have the following design elements:

i. All building façades except the rear façade shall be constructed of at least two types of the following materials, with the primary material comprising at least sixty (60) percent of said façade:

- Brick masonry
- Natural stone or cast stone
- Glass curtain wall or storefront glazing

- Aluminum composite material (ACM) panels
- Fiber cement panels
- Architectural precast concrete
- High-pressure laminate panels
- Terracotta cladding

Architectural metal panels

- Wood or wood-look architectural accent systems

ii. Front façade shall provide at least sixty (60) percent transparency for the portion between three (3) and eight (8) feet in height;

iii. Front façade shall feature at least two articulation elements (recesses or projections);

iv. Full screening from view from a public street of all ground-level HVAC equipment; and

v. Dumpster location behind the building with screening by a wall at least six (6) feet in height.

vi. The following materials are expressly prohibited:

- Vinyl siding
- Corrugated metal siding (non-architectural grade)
- Exposed concrete masonry units without architectural finish

As used herein, “masonry” shall include brick, stone, stucco, and EIFS. The DEDC shall have the right to review construction plans to ensure these required elements are intended to be provided before construction commences.

1. Not later than one hundred eighty (180) days after the Closing Date, Collaborate shall submit to the City a complete application for a permit to commence work toward completion of the Project;

2. Not later than thirty-six (36) months after the Closing Date, Collaborate shall complete the construction of the Project and obtain a certificate of occupancy (“CO Issuance”).

C. Valuation. Collaborate covenants and warrants that after completion of the Project, that the Phase One Tract will have a total (land and improvements) assessed valuation (the “Assessed Value”) set by the Galveston County Appraisal District in January 2029 of not less than two million dollars (\$2,000,000).

D. Ownership. After purchasing the Phase One Tract and during the term of this Agreement, CSP agrees not to sell or convey any part of the Property to any other party except as provided herein.

E. Documentation. Upon the DEDC’s written request, Collaborate will promptly provide to the DEDC any information reasonably necessary for the DEDC to determine if Collaborate is complying with this Agreement. Collaborate will allow the City, the DEDC, and/or the DMD access to the Project during regular business hours to inspect the retail center, tenant spaces, and common areas to verify that Collaborate is complying with this Agreement, provided Collaborate receives at least twenty-four (24) hours’ notice of the intent to conduct an inspection.

6. Remainder Tract

A. Option to Purchase. For a period of sixty (60) months from the Closing Date (the “Option Period”), Collaborate shall have the option to purchase the Remainder Tract at the price of one dollar and eleven cents (\$1.11) per square foot.

B. Right of First Refusal. If Collaborate does not close on a purchase the Remainder Tract during the Option Period, the DEDC shall be entitled to seek offers from third parties to purchase the Remainder Tract. If the DEDC receives an offer from a potential buyer that it wishes to accept (“First Offer”), it shall provide Collaborate a copy of the First Offer. If within ten (10) days of receiving the First Offer Collaborate tenders to the DEDC a competing offer (“Competing Offer”) to purchase the Remainder Tract at terms equal or better than the First Offer, in the sole reasonable judgment of the DEDC, the DEDC shall accept Collaborate’s Competing Offer and the parties shall proceed to promptly closing the transaction. If Collaborate does not tender a Competing Offer with terms equal or better than the First Offer within the time allowed, the DEDC shall be entitled to accept the First Offer and proceed with selling the Remainder Tract to that offeror.

C. Reverter. The parties agree that any deed conveying any portion of the Remainder Tract shall contain the same reverter right described Paragraph 5.A.

D. Future Agreement. If Collaborate purchases the Remainder Tract and presents a development plan for said property that the City Entities determine to be appropriate and desirable to incentivize with public funds, the parties will enter into a further Chapter 380 agreement to set forth those understandings.

7. Default and Termination

A. Notice of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform, the nature of which is reasonably detailed, has been given in writing; however, that Party shall be given a reasonable time to cure (“Cure Period”) the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but, unless otherwise stated in this Agreement or agreed to in writing by the Parties, in no event more than sixty (60) days after written notice of the alleged failure has been received).

B. Termination. If notice of default is given as provided above and the Cure Period expires with the defaulting Party is in still default, the non-defaulting Party may, at its option and without prejudice to any other right or remedy under this Agreement or available by law, terminate the Agreement by providing written notice of termination to the defaulting Party, which termination takes effect seven (7) days after receipt of said notice.

8. Indemnification and Hold Harmless

COLLABORATE (INCLUDING ANY SUCCESSOR ENTITY) AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY ENTITIES FROM AND AGAINST ALL CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS, KNOWN OR UNKNOWN, OR WHATSOEVER NATURE (TOGETHER, "CLAIMS"), ASSERTED BY ANY THIRD-PARTY AGAINST ANY CITY ENTITY, INCLUDING REASONABLE ATTORNEY'S FEES AND OTHER COSTS, ARISING OUT OF THE PERFORMANCE OR BREACH OF THIS AGREEMENT BY COLLABORATE, EXCEPT FOR CLAIMS WHEREIN THE NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF THIS AGREEMENT BY ANY CITY ENTITY IS DETERMINED TO BE THE PRIMARY PRXIMATE CAUSE OF THE DAMAGES CLAIMED. THE PARTY SEEKING INDEMNIFICATION ("INDEMNIFIED PARTY") SHALL (i) PROVIDE PROMPT WRITTEN NOTICE TO THE INDEMNIFYING PARTY OF ANY CLAIM FOR WHICH INDEMNIFICATION IS SOUGHT, (ii) GRANT THE INDEMNIFYING PARTY REASONABLE CONTROL OVER THE DEFENSE AND SETTLEMENT OF SUCH CLAIM, AND (iii) COOPERATE REASONABLY WITH THE INDEMNIFYING PARTY IN THE DEFENSE THEREOF. NO SETTLEMENT THAT IMPOSES LIABILITY OR OBLIGATIONS ON THE INDEMNIFIED PARTY SHALL BE MADE WITHOUT THE INDEMNIFIED

PARTY'S PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD.

9. Additional Provisions

A. Assignability. The parties intend that this Agreement may be assigned by Collaborate to Village Center Retail and Office LLC within twelve (12) months of CO Issuance. This Agreement may not be assigned by Collaborate or Village Center Retail and Office LLC to any other person or entity unless the DEDC consents in writing to the assignment.

B. Notice. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the Party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such Party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile or other electronic transmission; provided a copy of such notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the Parties for the purpose of notice under this Agreement shall be as follows:

If to the City:	Chaise Cary, City Manager 4403 State Highway 3 Dickinson, Texas 77539
With copy to:	Nghiem Doan, City Attorney 4403 State Highway 3 Dickinson, Texas 77539
If to DEDC:	David Funk, Executive Director Dickinson Economic Development Corporation 4403 State Highway 3 Dickinson, Texas 77539
With copy to:	Nghiem Doan, Corporation Counsel 4403 State Highway 3 Dickinson, Texas 77539

If to the DMD: Board President
Dickinson Management District No. 1
4403 State Highway 3
Dickinson, Texas 77539

With copy to: Nghiem Doan, District Counsel
4403 State Highway 3
Dickinson, Texas 77539

If to Collaborate: Saul Valentin, CEO
1206 Nance Street,
Houston, Texas 77002

With copy to: Martin Needle, COO
1206 Nance Street,
Houston, Texas 77002

C. Interpretation. All exhibits attached and referred to in this Agreement are hereby incorporated herein as if fully set forth in (and shall be deemed to be a part of) this Agreement. Section headings shall not be used in construing this Agreement. Each party acknowledges that such party and its counsel, after negotiation and consultation, have reviewed and revised this Agreement. As such, the terms of this Agreement shall be fairly construed and the usual rule of construction, to wit, that ambiguities in this Agreement should be resolved against the drafting party, shall not be employed in the interpretation of this Agreement or any amendments, modifications or exhibits hereto or thereto.

D. Time. In this Agreement, time is of the essence and compliance with the times for performance herein is necessary and required.

E. Authority and Enforceability. The City Entities represent and warrant that this Agreement has been approved by official action of the City Council, the DEDC board of directors, and the DMD board of directors, in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the

individuals executing this Agreement on behalf of the City Entities have been and are duly authorized to do so. Collaborate represents and warrants that this Agreement has been approved by appropriate action of Collaborate, and that each individual executing this Agreement on behalf of Collaborate has been and is duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

F. Severability. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

G. Applicable Law; Venue. This Agreement is entered into pursuant to and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Galveston County. Exclusive venue for any action related to, arising out of, or brought in connection with this Agreement shall be in the Galveston County State District Court.

H. Non-Waiver. The failure of any Party to insist in any one or more instances on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

I. Force Majeure. A Party whose performance of any obligation under this Agreement is delayed by a Force Majeure Event, as herein defined (“Impacted Party”), may have its performance tolled for the duration of such delay, but only to the extent such delay is not caused or could not have reasonably be anticipated, mitigated, or avoided by the Impacted Party, and only if the Impacted Party has provided prompt notice of the Force Majeure Event to all other Parties. Force Majeure Events shall include: (a) unavoidable major casualty loss from flood, fire, hurricane, earthquake or explosion; (b) declared national or regional emergency, including health emergencies; (c) major labor disputes; and (d) severe abnormal weather conditions.

J. Complete Agreement. This Agreement, together with the Exhibits hereto, contains the entire agreement of the parties hereto and supersedes and replaces any letter of intent or term sheet between the parties, which the parties hereby agree is null and void and of no further force or effect. There are no other agreements, oral or written, and this Agreement can be amended only by written agreement signed by all parties.

K. Employment of Undocumented Workers. During the term of this Agreement, Collaborate agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), Collaborate shall repay the amount of any Reimbursement Payment or other funds received by Collaborate from the City from the date of this Agreement to the date of such violation within 120 days after the date Collaborate is notified by the City of such violation, plus interest at the rate of 4% compounded annually from the date of violation until paid. Collaborate is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of Collaborate or by a person with whom Collaborate contracts.

L. Statutory Verifications. Collaborate makes the following representation and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended

(the “Government Code”), in entering into this Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with Collaborate within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.


Collaborate verifies that it (1) does not boycott Israel and will not during the term of this Agreement per Section 2271.002; (2) is not engaged in business with Iran, Sudan, or a company identified on a list prepared and maintained under Sections 806.051, 807.051, or 2252.153 per Section 2252.152; (3) does not boycott energy companies and will not during the term of this Agreement per Section 2276.002; and (4) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not during the term of this Agreement per Section 2274.002.

M. Form 1295 Certificate of Interested Parties. Prior to its execution of this Agreement, Collaborate agrees to file with the City pursuant to Texas Government Code, Section 2252.908 a signed and completed Texas Ethics Commission (“TEC”) Form 1295 and a certification of filing with TEC.

[SIGNATURE PAGES FOLLOW, AND THE REMAINDER OF THIS
PAGE IS INTENTIONALLY LEFT BLANK]

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the Parties on this _____ day of _____ 2026 (the “Effective Date”).


COLLABORATE DEVELOPMENT LLC

By: 
Name: Saul Valentin
Title: Member

ATTEST:

By: _____
Name: _____
Title: _____

COLLABORATE SPECIAL PROJECTS LLC

By: 
Name: Saul Valentin
Title: Member

ATTEST:

By: _____
Name: _____
Title: _____

CITY OF DICKINSON, TEXAS

Chaise A. Cary, City Manager

ATTEST:

Clause A. Oliver, City Secretary

DICKINSON ECONOMIC
DEVELOPMENT CORPORATION

By: _____

Name: _____

Title: President, Board of Directors

ATTEST:

By: Kaitlyn McMillan
Name: Kaitlyn McMillan
Title: Secretary, Board of Directors

DICKINSON MANAGEMENT DISTRICT NO. 1

By: _____

Name: _____

Title: President, Board of Directors

ATTEST:

By: _____

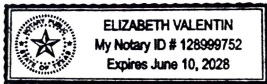
Name: _____

Title: Secretary, Board of Directors

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on the 23 day of April 2026, by Saul Valentin, the Member of Collaborate Development LLC, a limited liability company authorized to do business in the State of Texas, for and on behalf of said company.



Elizabeth B. Valentin *Elizabeth B. Valentin*
Notary Public in and for the State of Texas

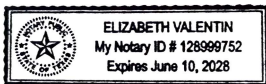
My Commission Expires: 6-10-2028

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on the 23 day of April 2026, by Saul Valentin, the Member of Collaborate Special Projects LLC, a limited liability company authorized to do business in the State of Texas, for and on behalf of said company.



Elizabeth B. Valentin *Elizabeth B. Valentin*
Notary Public in and for the State of Texas

My Commission Expires: 6-10-2028

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

This instrument was acknowledged before me on the _____ day of _____
2026, by _____, City Manager for the City of Dickinson, Texas, for
and on behalf of said City.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT

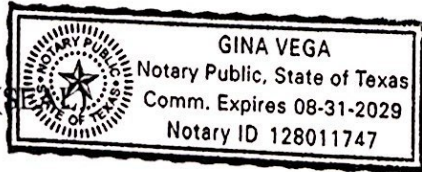
THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

This instrument was acknowledged before me on the 7 day of May
2026, by Patrick S. Spang, President of the Board of Directors of the Dickinson
Development Corporation, for and on behalf of said Corporation.

[Handwritten Signature]

Notary Public in and for the State of Texas

My Commission Expires: 8/31/2029

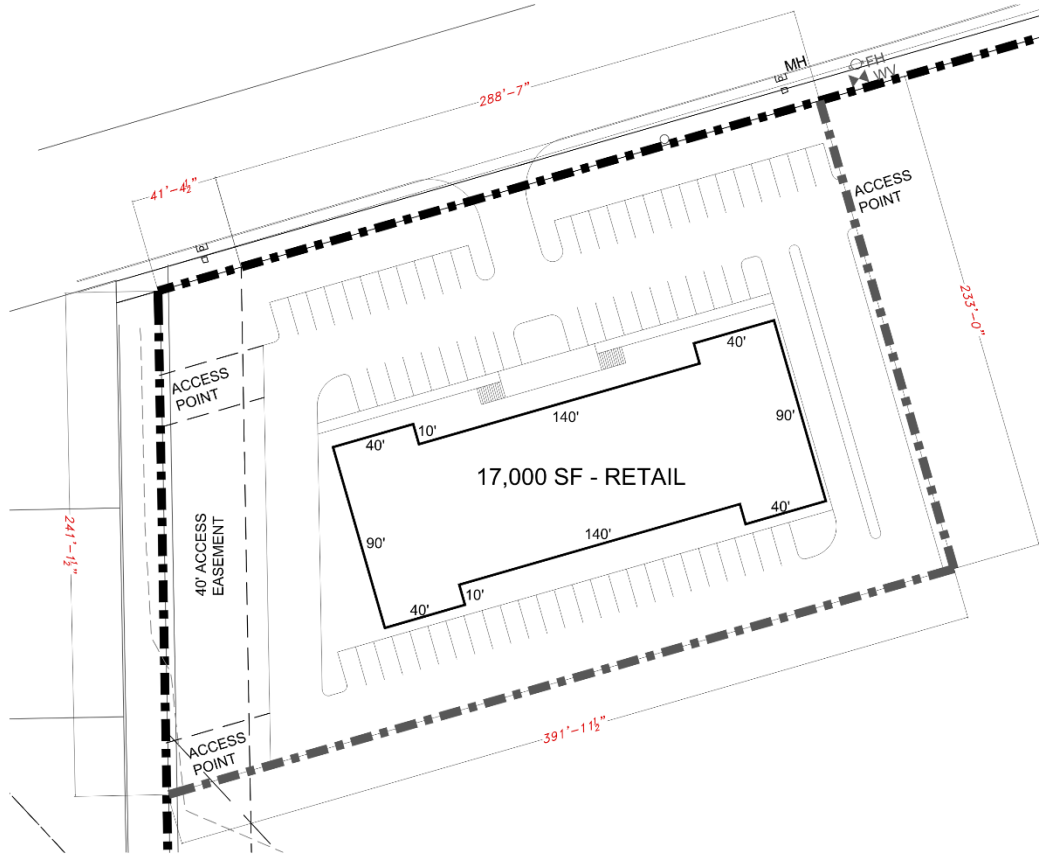


Bayou Village East Exhibit A – Land Survey



Bayou Village East
Exhibit B – Description of Land

The northwest corner of the property described in Exhibit A, comprised of a 1.7 acre tract with the following configuration



Bayou Village East
Exhibit C – Description of Land

The parcel that remains after the tract shown in Exhibit B is subdivided from the property shown in Exhibit A.



RESOLUTION NO. _____-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, TO APPROVE AN INFRASTRUCTURE IMPROVEMENT PROJECT BY THE DICKINSON ECONOMIC DEVELOPMENT CORPORATION TO PROMOTE OR DEVELOP A NEW OR EXPANDED BUSINESS ENTERPRISE IN THE CITY OF DICKINSON.

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

SECTION 1. The City Council finds that certain proposed infrastructure improvements constructed to serve a development project to be located at the corner of Whispering Drive and FM 517 W, in Dickinson, Texas, would promote and/or develop a new or expanded business enterprise in the City of Dickinson.

SECTION 2. The City Council hereby approves the proposed infrastructure improvement project to be located at the corner of Whispering Drive and FM 517 W, in Dickinson, Texas, to be undertaken by the Dickinson Economic Development Corporation pursuant to the Chapter 380 Economic Development Agreement attached hereto as Exhibit "A," to promote and develop a new or expanded business enterprise in the City of Dickinson.

SECTION 3. This Resolution shall become effective upon its passage.

DULY RESOLVED by the City Council of the City of Dickinson, Texas, on the ____ day of May, 2026.

TRAVIS MAGLIOLO
Mayor

ATTEST:

CLAUDE ALLEN OLIVER
City Secretary

APPROVED AS TO FORM:

NGHIEM V. DOAN
City Attorney

**Dickinson City Council
Agenda Item Data Sheet
6.D**

MEETING DATE: June 23, 2026

TOPIC:	Consideration and possible action on the appointment of one regular member and two alternate members to the Board of Adjustment. (Administration)
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BACKGROUND:

RECOMMENDATION:

ATTACHMENTS:

FUNDING ISSUES:

FINANCE VERIFICATION OF FUNDING:

SUBMITTING STAFF MEMBERS: Claude Oliver	CITY MANAGER APPROVAL:
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ACTIONS TAKEN		
APPROVAL	READINGS PASSED	OTHER
NO		

MEETING DATE: June 23, 2026

TOPIC:	RESOLUTION NUMBER XXX-2026 - Consideration and possible action to approve a resolution expressing support for the FM 517 roadway improvement project and requesting that the Texas Department of Transportation expedite the project timeline.
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BACKGROUND:

RECOMMENDATION:

ATTACHMENTS:	<ul style="list-style-type: none"> • Resolution Supporting TxDOT FM 517 Improvement Project.pdf
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FUNDING ISSUES:
FINANCE VERIFICATION OF FUNDING:

SUBMITTING STAFF MEMBERS: Claude Oliver	CITY MANAGER APPROVAL:
---	-------------------------------

ACTIONS TAKEN		
APPROVAL	READINGS PASSED	OTHER
NO		

RESOLUTION XXX-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, EXPRESSING SUPPORT FOR THE FM 517 ROADWAY IMPROVEMENT PROJECT AND REQUESTING THAT THE TEXAS DEPARTMENT OF TRANSPORTATION EXPEDITE THE PROJECT TIMELINE.

WHEREAS, Farm-to-Market Road 517 (FM 517) serves as a critical east-west transportation corridor for residents, businesses, emergency services, and regional traffic within Brazoria County, Galveston County, and the City of Dickinson; and

WHEREAS, the Texas Department of Transportation (“TxDOT”) has proposed improvements to FM 517 from McFarland Road to FM 646, including roadway widening, drainage improvements, multimodal infrastructure, and related mobility enhancements intended to address increasing traffic volumes, safety concerns, and regional transportation demands (the “Project”); and

WHEREAS, the Project is consistent with regional transportation planning efforts, including the FM 517 and SH 3 Access Management Plan prepared by the Houston-Galveston Area Council, and the Project has advanced substantially through environmental review, engineering design, and portions of right-of-way acquisition; and

WHEREAS, the City Council finds that delaying implementation of the Project until at least 2032 may adversely affect public safety, traffic mobility, infrastructure planning, and continued economic growth within the region and therefore desires to formally express its support for the Project and request that TxDOT reassess the Project schedule for earlier implementation; **NOW THEREFORE**,

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

Section 1. The City hereby expresses its support for the Farm-to-Market Road 517 roadway improvement project from McFarland Road to FM 646, including the proposed roadway, drainage, and multimodal improvements identified by TxDOT.

Section 2. The City respectfully requests that TxDOT reassess the current project timeline and funding schedule for the Project in order to facilitate earlier implementation of the project improvements.

Section 3. This Resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

Section 4. It is hereby found and determined that the meeting at which this Resolution was passed was open to the public and that advance public notice of the time, place and purpose of said meeting was given as required by law.

Section 5. The City Secretary is directed to forward a copy of this Resolution to appropriate representatives of the Texas Department of Transportation, Houston-Galveston Area Council, and other regional transportation stakeholders.

PASSED AND APPROVED this _____ day of _____, 2026.

TRAVIS MAGLIOLO,
Mayor

ATTEST:

CLAUDE A. OLIVER,
City Secretary

APPROVED AS TO FORM:

NGHIEM V. DOAN,
City Attorney

**Dickinson City Council
Agenda Item Data Sheet
7.B**

MEETING DATE: June 23, 2026

TOPIC:	Discussion of a proposed ordinance to regulate battery energy storage systems. (Townsend)
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BACKGROUND:

RECOMMENDATION:

ATTACHMENTS:

FUNDING ISSUES:
FINANCE VERIFICATION OF FUNDING:

SUBMITTING STAFF MEMBERS: Claude Oliver	CITY MANAGER APPROVAL:
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ACTIONS TAKEN		
APPROVAL	READINGS PASSED	OTHER
NO		

**Dickinson City Council
Agenda Item Data Sheet
7.C**

MEETING DATE: June 23, 2026

TOPIC:	Consideration and possible action to elect a Mayor Pro Tem. (Administration)
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BACKGROUND:

RECOMMENDATION:

ATTACHMENTS:

FUNDING ISSUES:
FINANCE VERIFICATION OF FUNDING:

SUBMITTING STAFF MEMBERS: Claude Oliver	CITY MANAGER APPROVAL:
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ACTIONS TAKEN		
APPROVAL	READINGS PASSED	OTHER
NO		

**Dickinson City Council
Agenda Item Data Sheet
7.D**

MEETING DATE: June 23, 2026

TOPIC:	Consideration and possible action to nominate a representative for the Dickinson Bayou Watershed Steering Committee. (King)
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BACKGROUND:

RECOMMENDATION:

ATTACHMENTS:

FUNDING ISSUES:
FINANCE VERIFICATION OF FUNDING:

SUBMITTING STAFF MEMBERS: Claude Oliver	CITY MANAGER APPROVAL:
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ACTIONS TAKEN		
APPROVAL	READINGS PASSED	OTHER
NO		

**Dickinson City Council
Agenda Item Data Sheet
8.A**

MEETING DATE: June 23, 2026

TOPIC:	Texas Government Code Section 551.071 - Consultation with Attorney Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act.
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BACKGROUND:

RECOMMENDATION:

ATTACHMENTS:

FUNDING ISSUES:

FINANCE VERIFICATION OF FUNDING:

SUBMITTING STAFF MEMBERS: Claude Oliver	CITY MANAGER APPROVAL:
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ACTIONS TAKEN		
APPROVAL	READINGS PASSED	OTHER
NO		

**Dickinson City Council
Agenda Item Data Sheet
8.B**

MEETING DATE: June 23, 2026

TOPIC:	<p>Texas Government Code Section 551.087 - Deliberation Regarding Economic Development Negotiations.</p> <p>(1) Deliberations regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1)</p>
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BACKGROUND:

RECOMMENDATION:

ATTACHMENTS:

FUNDING ISSUES:

FINANCE VERIFICATION OF FUNDING:

SUBMITTING STAFF MEMBERS: Claude Oliver	CITY MANAGER APPROVAL:
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ACTIONS TAKEN		
APPROVAL	READINGS PASSED	OTHER
NO		

MEETING DATE: June 23, 2026

TOPIC:	Texas Government Code Section 551.071 – Consultation with Attorney Consideration and possible action regarding a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act.
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BACKGROUND:

RECOMMENDATION:

ATTACHMENTS:

FUNDING ISSUES:

FINANCE VERIFICATION OF FUNDING:

SUBMITTING STAFF MEMBERS: Claude Oliver	CITY MANAGER APPROVAL:
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ACTIONS TAKEN		
APPROVAL	READINGS PASSED	OTHER
NO		

MEETING DATE: June 23, 2026

TOPIC:	<p>Texas Government Code Section 551.087 - Deliberation Regarding Economic Development Negotiations.</p> <p>(1) Consideration and possible action regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or</p> <p>(2) Consideration and possible action regarding the offer of a financial or other incentive to a business prospect described by Subdivision (1).</p>
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BACKGROUND:

RECOMMENDATION:

ATTACHMENTS:

FUNDING ISSUES:
FINANCE VERIFICATION OF FUNDING:

SUBMITTING STAFF MEMBERS: Claude Oliver	CITY MANAGER APPROVAL:
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ACTIONS TAKEN		
APPROVAL	READINGS PASSED	OTHER
NO		