

June 12, 2007
City Council Workshop
6:00 p.m.
City Council Regular Meeting
7:00 p.m.



COUNCIL WORKSHOP

Julie Masters, Mayor
Mark Townsend
Kerry Neves
Mary Dunbaugh, Mayor Pro Tem

AGENDA
City of Dickinson
CITY COUNCIL
WORKSHOP MEETING

Charles Suderman
Louis Decker
William H. King III
Julie M. Johnston, City
Administrator

JUNE 12, 2007

NOTICE is hereby given of a **WORKSHOP MEETING** of the City Council for the City of Dickinson, County of Galveston, State of Texas, to be held on **TUESDAY, JUNE 12, 2007**, at **6:00 p.m.** at: 2716 FM 517 East, Dickinson, Texas 77539 for the purpose of considering the following numbered items. The City Council of the City of Dickinson, Texas, reserves the right to meet in a closed session on any of the below items should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

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

ITEM 2.) PRESENTATION, DISCUSSION AND DIRECTION: Road Closures in Moore's and Nicholstone Subdivisions

ITEM 3.) ADJOURN

CERTIFICATION

This is to certify that a copy of the Notice of the City Council Workshop Meeting for June 12, 2007, was posted on the bulletin board at City Hall, 2716 FM 517 East Street, Dickinson, Texas, on this 7th day of June, 2007, prior to 6:00 p.m.

Carol L. McLemore, City Secretary

In compliance with the Americans with Disabilities Act, the City of Dickinson will provide reasonable accommodations for disabled persons attending City Council Meetings. Requests should be received at least 24 hours prior to the scheduled meeting, by contacting the City Secretary's office at 281-337-6217, or by FAX at 281-337-6190.

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

**MEETING DATE: June 12, 2007
Workshop Meeting**

<u>MAYOR/COUNCIL</u>	<u>PRESENT</u>	<u>ABSENT</u>
MAYOR JULIE MASTERS	_____	_____
POS. 1: COUNCILMAN CHARLES SUDERMAN	_____	_____
POS. 2: COUNCILWOMAN MARY DUNBAUGH	_____	_____
POS. 3: COUNCILMAN MARK TOWNSEND	_____	_____
POS. 4: COUNCILMAN KERRY NEVES	_____	_____
POS. 5: COUNCILMAN LOUIS DECKER	_____	_____
POS. 6: COUNCILMAN WILLIAM KING	_____	_____

MAKE NOTE ON RECORDING: THE FOLLOWING ALSO ARE IN ATTENDANCE:

ATTORNEY, Loren B. Smith	_____	_____
CITY ADMINISTRATOR, Julie M. Johnston	_____	_____
CITY SECRETARY, Carol L. McLemore	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ITEM 2

ADJOURN

FYI

FUTURE CITY COUNCIL AGENDA ITEMS

June, 2007

06/26/07

Special Council Workshop

- Update of Progress on Strategic Goals (City Secretary Responsibilities)
- Re-organization of Community Development and Public Safety Department

Regular Council Meeting

- Amendments to Zoning Ordinance – Planned Development District, Setbacks and Swimming Pools
- Library Award
- Curfew Ordinance Renewal and Public Hearing
- Approval of Re-organization of Community Development and Public Safety Department

July, 2007

07/10/07

Special Council Workshop

- Smart Growth Presentation

Regular Council Meeting

- Interlocal Agreement with Dickinson ISD regarding Joint Use of Facilities, City/School Parks and Permit and Fee Assessments
- Substandard Building Ordinance

07/24/07

Special Council Workshop

- Financial presentation for the Quarter
- Personnel Classifications and Pay Structure

Regular Council Meeting

- Approve Deferred Compensation Program
- Adopt Personnel Classifications and Pay Structure

August, 2007

08/14/07

Regular Council Meeting

- Ordinance Amending FY 2006-2007 Budget

08/21/07

Public Hearing

- Proposed budget and proposed tax rate (if the proposed tax rate exceeds the roll back rate or the effective tax rate)

08/28/07

Public Hearing

- Second public hearing on proposed tax rate and budget workshop

Regular Council Meeting

September, 2007

09/11/07

Regular Council Meeting

- Adopt tax rate ordinance and budget ordinance on first and final reading
- Presentation of Extra Achievements from City-funded Street Projects (Kellis George)

09/25/07

Regular Council Meeting

October, 2007

10/09/07

Regular Council Meeting

10/23/07

Special Council Workshop

- Financial Presentation for the Quarter

Regular Council Meeting

November, 2007

11/13/07

Regular Council Meeting

- Final budget amendment ordinance for FY 2007 budget
- Cancel 11/27/2007 Meeting due to Thanksgiving Holiday

December, 2007

12/11/07

Regular Council Meeting

- Cancel 12/25/07 Meeting due to Holiday

January, 2008

01/08/08

Regular Council Meeting

01/22/08

Special Council Workshop

- Financial Presentation for the Quarter

May 2007

BUILDING DEPARTMENT ACTIVITY SHEET

	PASS	FAIL	TOTAL
ELECTRICAL			
T-POLE	16	1	17
METER LOOP	31	10	41
ELECT. ROUGH	15	1	16
ELECT. FINAL	17	9	26
UNDERGROUND ELEC.	9	1	10
MECHANICAL			
HVAC			
MECH. ROUGH	15	2	17
MECH. FINAL	18	9	27
STRUCTURAL			
FOUNDATION	30	6	36
FOUNDATION REPAIR	1	1	2
RES. FRAME	16	2	18
COM. FRAME			
RES. BUILDING FINAL	18	10	28
COM. BUILDING FINAL			
DRIVEWAY/SIDEWALK	24	1	25
COMMERCIAL DRIVES	9		9
POOL ROUGH	4		4
POOL DECKING	1		1
POOL FINAL			
ENERGY CODE	16	9	25
WINDSTORM INSP.	14	9	23
MANUFACTURED HOMES			
PLUMBING ISSUES	128	52	180
CODE ENFORCEMENT			
HIGH WEEDS/GRASS	13		13
SIGNS	175		175
DUMPSTERS/TRASH	15		15
JUNK AUTOS	8		8
BUILDING STANDARDS	4		4
ILLEGAL DUMPING			
CITIZEN COMPLAINTS	22		22
FIRE MARSHAL			
FIRE INSP. DICKINSON	75		75
FIRE INSP. CL. LAKE. SH.			
FIRE INSP. OTHER			
FIRE DRILLS			
FIRE CLASSES	1		1
FIRES-FIRE ALARMS	3		3
EMS RUNS	16		16
WARNINGS/CITATIONS	2		2
OTHER(FLOOD/DRAINAGE)	3		3
TREES/LANDSCAPE	14	9	23
BUILDING CLASSES	2		2
PLAN REVIEWS	20		20
CONTRACTOR MEETINGS	80		80
STOP WORK ORDER	3		3
	838	132	970
Total Permit Receipts \$34,831	838	132	970



Irma Rivera

Court Administrator
2716 FM 517 East; Dickinson, Texas 77539
(281) 337-6264 (281) 337-6190 fax
www.ci.dickinson.tx.us
irivera@ci.dickinson.tx.us

To: Honorable Mayor and City Council
From: Irma Rivera, Court Administrator
CC: Julie Johnston
Date: June 7, 2007
Re: Monthly Staff Report

Our deepest sympathy goes out to Sylvia Medina and her family for the untimely death of her mother-in-law.

608 new cases were filed for the month of May.

The Click or Ticket Campaign which occurred on May 21st thru June 3rd has proving to be another successful campaign. A complete number of tickets issued is still to be counted.

Court Administrator will be attending court classes on June 13th and 14th being held at Corpus Christi hosted by Texas Municipal Education Center. Bailiff Officer will be attending a similar seminar at Corpus Christi hosted by Texas Municipal Courts Education Center and Texas Marshal Association.

Memo

To: Honorable Mayor and City Council Members
From: Chief Ron Morales
CC: City Administrator Julie Johnston
Date: June 4, 2007
Subject: Monthly Departmental Update - May 2007

- The Fifty Clubs 36th annual luncheon was held on May 7, 2007 in Moody Gardens Convention Center Ballroom honoring law enforcement officers in the surrounding areas. Detective Tim Cromie was selected "Officer of the Year" for the Dickinson Police Department.
- On 05/04 thru 05/05, The Dickinson Police Department & DCPAAA along with employees from Dickinson City Hall participated in the Relay For Life Cancer Walk. Numerous employees came out to the relay and walked through the night for the cause.
- On 05/08, the fifth grade students were given a pizza party for their excellent participation in the Dickinson Student Safety Awareness Program. The program teaches the students about gun, gang, and drug awareness to list a few of the topics.
- 05/13 thru 05/19 the Dickinson Police Department along with the DCPAAA recognized the week for Police Memorial Week. A reception and ceremony to honor our fallen brothers and sisters in law enforcement was conducted at our DCPAAA general meeting on 05/15/07.
- On 05/19, Dickinson Police Department set up a safety fair table at the Dollar General Store. Officer's visited with numerous citizens and children throughout the day. Information and handouts were passed out to the community on home safety and contacts for emergencies to list a few.
- On 05/29, the Citizens Police Academy Class 13 held their graduation at the VFW Hall. The students may join our DCPAAA, which is an organization that supports the Dickinson Police Department in many aspects.

- Received a court settlement award of \$486.90 (60% of \$1,623) from a cash seizure relating to a narcotics arrest.
- Officer Turrubiate's wife gave birth to a future female officer (Congratulations).
- Officers were involved in a disturbance in City court. Two of our officers were injured. One suspect was arrested.
- Rookie officer is in his last phase of training and should be released by the end of June.
- Officers worked over 120 hours enforcing the Click It or Ticket campaign.
- EOC is hosting a hurricane awareness meeting on June 13 at 7:00pm at the new Railroad museum.
- EOC is participating in the statewide hurricane exercise June 5-6-7.
- Received a Default Judgment from the court awarding the Dickinson Police Department a 1995 BMW 2dr that was seized during a narcotics arrest.
- Officer Pamela Campbell received her Master Peace Officer certification.
- CID arrested a male for failure to comply with sex offender registration requirements. The accused was adjudicated as a juvenile in Smith County in 1998 for aggravated sexual assault. The accused probation was transferred to Galveston County in 1999 and he is required to register until August 2009. The accused last verified his registration in 1999.
- CID arrested a male for failure to comply with sex offender registration requirements. Rodriguez did not fulfill his annual registration requirement. A warrant was issued for his arrest and while detectives were continuing the investigation, it was learned that Rodriguez had also changed residences without notifying law enforcement.
- Detectives are currently conducting a joint investigation with Army CID into the sexual assault of a fifteen year old female victim. The suspect is the victim's 22 year old brother-in-law. The suspect is currently deployed to Iraq in a combat situation. The sexual assault occurred last year while the suspect and his wife were visiting family on emergency leave. Detectives are waiting for Army Investigators to complete their portion of the investigation with the soldier when he returns from combat duty.
- CID arrested a male for injury to a child. The male is accused of slapping, punching, and grabbing his eight year old step-son and leaving marks on his face,

neck and ear. The victim told detective he was disciplined because he had received a blue mark at school. The accused spoke with detectives and admitted to causing the injuries.

- New Data Base access leads to arrest. Dickinson Police CID recently subscribed to the Texas Workforce Commission database. Using information obtained from this database Detective's were able to obtain an address on a wanted forgery suspect. All other leads to his location had been exhausted prior to obtaining this system. The new address found was in Lavaca County and the Lavaca County Sheriff's Office was notified. Their warrant division was able to track down and arrest the suspect.
- In the past month CID has obtained judgment and awarded a 1999 BMW coupe from a drug arrest from back in February of this year. CID has arrested 32 various offenders during this time period and have run 2 narcotics search warrants yielding 42grams of cocaine and \$1600.00 cash pending seizure.
- Dickinson narcotic's is also actively participating with the local office of the FBI-Safe Streets task force section to investigate narcotic dealers in the Dickinson area who distribute their contraband past our City borders.

Dickinson Historical Society

Jeannie Thielemann

Museum and Tourism Director

218 FM 517 West, Dickinson, Texas 77539

281 534-4367

www.dickinsonhistoricalsociety.com

e-mail: dhs@ci.dickinson.tx.us

Memo

To: Honorable Mayor and City Council Members
City Manager

From: Jeannie Thielemann, Museum and Tourism Director

Date: May 6, 2007

Subject: Monthly Staff Report – June 2007

Historic Railroad Center: Staff and the North Galveston County Chamber of Commerce are now housed out of the Railroad Center and are providing services and information to the public concerning the facility. The Society's new address and phone number has been posted on the Society's website. A newsletter is being completed to inform membership and the public of these changes. The facility is open to the public from 9 am – 6 pm, Monday thru Friday. Plans are underway to have volunteers assist in keeping the facility open on Weekends and help with the demands on staff during the week. The Gift Shop has been established and the community meeting room has been furnished. Staff receives daily visits from individuals, groups and businesses inquiring into the community room rental, purchasing items from the gift shop and requesting tours of the coming museum. The community room was rented (2) times to DISD and to a local family during the month of May. The Chamber of Commerce will be using the facility (2) times during the month of June for business mixers. The Dickinson Historical Society has begun using the facility for its monthly and committee meetings. The Police Department will be using the facility on June 13th to provide a Community Hurricane Preparedness Meeting. The DISD has reserved the facility in July for a Principal's training. The Weed'N Wish Garden Club will begin meeting in September on a monthly basis at the facility. Several other events have been tentatively reserved for October and November. Staff, Historical Society Board Members, and the Mayor hosted members of the Texas Independence Trail group (part of the Texas Historical Commission) on May 20th and 21st. The Trails group was provided a tour of the City, spent the night in the City's local hotel and met at the Railroad Center. The group was very impressed with the facility and encouraged Staff to submit a bid for the Annual Texas Independence Trail Rally, which occurs every January.

The facility is receiving good attendance on a daily basis. Staff is working with the Historical Society Board to develop a brochure to advertise the Center and will be posting rental information on the City's Website, as well as the Historical Society's Website.

Museum Development: Designer Steve Harding expects the exhibit structures to be ready for installation into the Dickinson Building within the next 2 weeks. He is finalizing graphic information and stories which will be displayed on the exhibit structures. Signage for the facility to label rooms and offices is completed and expected to be installed within the next week. Several large artifacts have been donated to the Society for use in the Center by Mr. Clint Wolston, owner of the Bayou Wildlife Park. The Society's committee to map historic businesses and locations around the town has completed their work. Mr. Harding is now working on a reproducible map of these sites for the public.

Publicity: The Railroad Center has been featured on the front page of the Galveston Daily News, through the Post Newspaper, the Houston Chronicle, Guidry News, and on Harbour Highlights 1070 AM Radio.

Award: The Dickinson Historical Society recently received the Gold Level 2007 Wilder Award from the Texas Association of Museums for its excellence in publication and media design. Staff submitted marketing and newsletter materials produced through the Society's working research committees titled "Old Town – Dickinson" and was informed that the Society would be listed among many prominent Museum and Art facilities for this work. (see attachment)

**TEXAS ASSOCIATION OF MUSEUMS
2007 WILDER AWARDS WINNERS**

Amon Carter Museum
Arlington Museum of Art
Arthouse at The Jones Center
Artpace San Antonio
Austin Children's Museum
Austin Museum of Art
Blanton Museum of Art
Brazoria County Historical Museum
The Bob Bullock Texas State History Museum
Chisholm Trail Heritage Museum
Contemporary Arts Museum Houston
The Crow Collection of Asian Art
Dallas Contemporary
Dallas Heritage Village
Dallas Museum of Art
Dickinson Historical Society
El Paso Museum of Art
El Paso Museum of History
Fire Museum of Texas
Fort Worth Museum of Science and History
Galveston Historical Foundation
Houston Museum of Natural Science
Longview Museum of Fine Arts
Mayborn Museum Complex
McNay Art Museum
Modern Art Museum of Fort Worth
Museum of the Big Bend
O. Henry Museum
The Old Jail Art Center
Panhandle-Plains Historical Museum
Ranching Heritage Association
Rupert N. Richardson Research Center
The Sixth Floor Museum at Dealey Plaza
Southwestern Writers Collection and Wittliff Gallery, Texas State University-San Marcos
Southwestern Writers Collection, Texas State University-San Marcos
Stark Museum of Art
Texas Christian University Art Gallery
Texas Civil War Museum
Texas Energy Museum
Texas Plains Trail Region
Umlauf Sculpture Garden & Museum
Victoria Regional Museum Association
Witte Museum
Wittliff Gallery, Texas State University-San Marcos

* * * * *

Memo

To: Mayor and Council

From: Kellis George

CC: Julie Johnston

Date: 6/6/07

Re: Staff Report

-
- Continue to work on CIP including Street Prioritization Program.
 - Hughes Lane concrete pavement has been completed.
 - Drainage project on Tanglebriar is now under construction. This project includes cleaning and installing culverts.
 - Galveston Avenue concrete pavement has been completed.
 - Drainage Project behind Gay Pontiac has been completed by the city. However, the City is waiting on WCID#1 to relocate two water lines that have been installed through the City's culvert.



**Usha Mathew
Chief Financial Officer**

2716 FM 517 East, Dickinson, Texas 77539
Phone: (281) 337-6235 Fax: (281) 337-6190
www.dickinson.tx.us
email: umathew@ci.dickinson.tx.us

Dated: June 05, 2007

TO: Honorable Mayor and City Council Members

FM: Usha Mathew, CFO

Subject: Finance Department Updates and Ongoing Projects

City Hall/Library Complex Project: Certificate of Obligation was issued and closed on May 24, 2007. We have received the CO proceeds for a total amount of \$6,475,229.23 and paid out \$69,000 towards issuance cost and paying agent fee, thus the net amount recorded is \$6,406,229.23 as of May 25, 2007. All of the funds have been invested in TexPool Capital Project account. Please see below for details:

Principal amount of Certificates	\$6,465,000.00
Plus: Bid Premium to be deposited to Debt Service Fund	\$ 3,762.60
Plus: Accrued Interest	\$ 6,466.63
Total Proceeds with interest	<u>\$6,475,229.23</u>
Less: Costs of Issuance	\$ 68,613.17
Less: Paying Agent Fee	\$ 386.83
Net funds received on CO's issued	<u>\$6,406,229.23</u>

30 plus project accounts have been established in the General Ledger for City Hall Complex and Library to meet the GASB 34/35 requirement. Budgets have been loaded to the appropriate general ledger accounts based on project cost approved by the Council. I have also transferred all FY 2007 preliminary expenditures to capital project accounts, related to this project originally charged to General Fund.

FY2008 Budget status: Budget 2008 is on revision four with a work in progress status. City Administrator and department heads met May 24, 2007 to discuss various options with regard to revenue cost savings and expenditures. Every body had creative and good ideas for this upcoming budget year. We have some more work to be done in producing a balanced budget and henceforth we are changing some of the dates on the calendar of events for budget preparation. A copy of the revised budget calendar has been submitted to the City Administrator for review.

Unanticipated Tax Credits: Due to strong Texas economy, there was a surplus in the Unemployment Compensation Trust Fund and henceforth the Texas Workforce Commission allocated a portion of the surplus credit to our City for an amount of \$3,377.16. I have recorded this transaction by crediting individual departmental accounts for their due share.

MEMORANDUM

Shared:FY07/Finance Staff Update/June 2007.doc

2005-06 Equity Return – Liability and Property Funds: Our city was eligible to receive a portion of equity distributions from the Liability and Property Funds approved by Texas Municipal League Intergovernmental Risk Pool Board of Trustees. We received a total amount of \$12,603 which has been credited to individual departmental accounts based on budget allocation.

Pay Classification Item: Finance Department shared the information with the Council on May 8, 2007 to obtain Council's approval on the pull cities selected and the methodology/policy in structuring the pay classification system. Three cities have been removed from the "Pull Cities" – namely Hedwig Village, Oak Ridge North and Spring Valley per Council's approval. This project is a monumental task and is on a work in progress status. The City Administrator and I anticipate presenting a revised pay classification system to Council in July.

House Bill 914 Conflict of Interest Project: This information is now available on the City's website.

Special Notes:

Vacation: Usha Mathew will be on vacation starting June 06, 2007 through July 07, 2007. I have given my contact information and phone numbers to our City Administrator and my staff. I'll be checking my email on a regular basis and will keep in touch with City Administrator and my staff. Thank you Mayor & Council, my Supervisor for allowing me to take off during this time of the year.



**Executive Report to the Galveston County United Board of Health
May 30, 2007**

Recognizing EMS Officials During EMS Week

On Thursday, May 24, 2007, the Health District celebrated EMS week with a Memorial Dedication to former EMS Medical Director, Dr. Russell Miller. Dr. Miller served as the EMS Medical Director from 1984 to his death in August 2006. Using donations made at the time of his death, staff purchased a granite bench engraved with "In loving memory of Russell K. Miller, MD. He stood behind his medics so his legacy will live on through us". The bench will be placed in the yard of the Galveston EMS Main Station at 2602 Avenue Q. Additional recognition and bonuses were given to fulltime line-level staff members who worked hard during a challenging year for their steadfast dedication and loyalty to serving the citizens of Galveston County. Challenges during the past year include managing an EMS service expansion, staffing shortages, and the death of long-time employee, Rocky D. Clare.

1st Annual Countywide Health Fair & Family Day

This event was held on Saturday, May 26, 2007 at Carbide Park, 4102 Main St. (FM 517) in La Marque from 9:00 am to 3:00 pm and was sponsored by the Front Door Social and Charity Club. Several of the Galveston County Health District's Community Health Programs including Immunizations, WIC, EMS, and Dental Health participated in this event by providing health presentations, iron screenings, and immunizations for community participants. These programs provided general information on the services provided by the Galveston County Health District. Though there was no official head count by those sponsoring this small event, Health District personnel encountered around 50 participants.

Measles Contact Investigation

On May 7, 2007, the Health District received a report on a laboratory confirmed measles case in a 3 year old female that resided in San Antonio. The case was visiting Texas City when she became ill and taken to a local hospital for evaluation. The case was referred to the appropriate jurisdiction and epidemiology staff undertook an investigation to identify contacts in Galveston County. All contacts were notified of exposure, contacts immunization status for measles was verified, and educated on the vaccine preventable disease. Galveston County has not had a documented case of measles in over 10 years. One contact was encouraged to not pursue travel until after the observation period was completed and agreed to comply. A Health Authority letter was written by Dr. Guidry so the contact could provide verification of the need to cancel travel and seek flight reimbursement.

Animal Service FY08 Proposed Budget

Executive staff has completed a proposed budget for contracted animal services. The interlocal agreement defines the formula for county and city contributions to the overall operations of both the shelter and field services which respond to complaints about stray dogs and cats. The animal advisory Committee will review the budget at the next scheduled meeting on June 21. For most cities the proposed cost is essentially unchanged from the previous fiscal year. Factors impacting the proposed budget include: two new part time positions, salary adjustments, increase in annual group health insurance, purchase of two new computers, replacement of broken cages, portable AC unit, industrial

size washing machine, a storage building, replacement of one animal control vehicle, an animal dart pistol and additional live animal traps.

Administrative Planning

The Month of May involved many administrative meetings planning for future operations. Meetings were held with Dickinson and La Marque city managers regarding EMS Medical Direction; with County officials regarding the status of Health District facilities; with staff for exploring new software proposals, guidelines for working with HMO patients in 4C's clinic, and staff discussions regarding a Primary Health Care grant opportunity through the Texas Department of State Health Services.

Office of Public Information: For more information, please contact Kurt Koopmann, Public Information Officer, at (409) 938-2211 or email (kkoopman@gchd.org).

- Dates for upcoming **mammogram screenings** were submitted to the Community Bulletin Board in the *Galveston Daily News* found at www.gchd.org/pages/chn/dfeet.htm.
- A statement was issued by the District upon the loss of longtime **Galveston EMS** supervisor Rocky Clare who passed away after a brief illness, located at www.gchd.org/press/2007/05Rocky.htm.
- After a **dog fight** in Texas City between two animals that resulted in one needing veterinary care the District's Public Information Office fielded several media calls. Interest was high due to a recent ordinance in the city prohibiting the chaining or tethering of animals. In this case the District actually has no enforcement authority and all calls were referred to the proper officials at the city.
- A *Houston Chronicle* correspondent contacted the District on May 11th while working on a story about the need for a **household chemical collection** facility in Galveston County. Environmental Services Director Ronnie Schultz contributed to the story which was published on May 15th. The entire article can be found at www.gchd.org/press/2007/05HouseholdWasteHChronicle.htm.
- The May 17th *Galveston Daily News* had a guest column submitted by the Galveston Branch of the American Red Cross. ARC's Tom Duke discussed their plans for assisting communities preparing for **Pandemic Flu**. In the column explains the role of the Galveston County Health District. See www.gchd.org/press/2007/05RedCrossFlu.htm.
- **Animal Services** manager Kim Schoolcraft was interviewed on May 15th by the *Galveston Daily News*. The *News* is working on a supplement that will contain useful information for residents in case an evacuation is ordered. Ms. Schoolcraft offered tips on how to prepare and evacuate animals.
- A 91 year old Dickinson resident was the victim of a **dog bite** after being attacked by two animals that are still on the loose. Animal Services manager Kim Schoolcraft was interviewed by the *Galveston Daily News* discussing efforts being made to locate the at-large animals so they may be brought in for rabies testing. See <http://www.gchd.org/press/2007/05DogsWanted.htm>.

4C's Clinic Updates: For more information, please contact Patrick Butler, 4C's Business Director, at (409) 949-3406 or email pbutler@gchd.org or Pam Jahnke, RN, Strategic Plan Evaluator at (409) 938-2256 or email pjahnke@gchd.org.

- **Staffing Update** – The 4C's has filled one medical provider position with Howard Baade, a Nurse Practitioner, who will begin work towards the end of June 2007. Staff continues to search for qualified medical providers. Sheila Coleman, RN, 4C's Nursing Director, will resign on June 20th. The Nursing Director and all other Health District positions are located at <http://www.gchd.org/hr/job.htm>
- **Donations to 4C's** – The 4C's has been awarded two donations in May for an estimated total savings of \$443,420. (1) Through Direct Relief, Schering-Plough recently has made an additional donation of 500 Albuterol inhalers for an estimated savings of \$10,655.00, 4C's is expected to receive these in early June, and (2) Direct Relief has made a donation on 05/22/07 of various items

from medications to hand sanitizers for an estimated savings of \$432,765, these items have been received and distributed to both clinics.

- **Pharmacy RFP** – Executive Management has completed the Pharmacy RFP which was posted in the newspaper over the weekend of May 26th and was distributed to prospective candidates on May 29, 2007. This proposal will be open until July 10, 2007 at 3:00 p.m.
- **Blue Cross/Blue Shield Site Visit** - On May 4, 2007, an initial site visit to establish a contract to see BC/BS covered patients was conducted to review access and compliance with expected standards. Sixty elements were reviewed and there was one minor finding. The reviewer commented on the excellence of our medical records. We anticipate being able to bill for BC/BS patient visits in the near future.
- **4C's Dental Review** – The Health District has initiated a proactive internal review to identify ways to improve dental services to Galveston County residents. Several executive staff members will participate in reviewing various aspects of 4C's dental services. Findings and recommendations are expected to be shared with the Governing Board in a future meeting.
- **Clinic Leadership Team (CLT)** – CLT approved to send a request from UTMB to the 4C's Governing Board for approval of a new study, Best Adjustment Strategy for Asthma in the Long Term (BASALT). This study is designed to provide doctors with a valid, experience-based strategy for adjusting asthma medications.
- **Base Grant Adjustment** - On May 23, 2007, 4C's received notification from CMS of a \$35,000 federal base grant adjustment. This adjustment was a result of increased Health Center funding in the FY 08 Federal budget and the large numbers of uninsured/underinsured patients seen in the 4C's Clinics.

Office of Community Health Services: *For more information, please contact Cassandra Arceneaux, MD, MPH, Director of Community Health Services at (409) 938-2457 or email carceneaux@gchd.org.*

- **Tuberculosis Prevention and Control** – The CDC has issued a rescission on the Federal FY 2007 Cooperative Agreement for Tuberculosis Prevention and Control funds. To reflect this, DSHS has reduced the FY2007 amount from \$44,718 to \$44,047, a total reduction of \$671. Adjustments were submitted to DSHS on May 14, 2007.
- **The Galveston County Housing Authority** - hosted two weeks of health awareness through a group of health fairs on May 1-3 and May 8-10 at several housing developments on Galveston Island. The Health District was represented by Immunization staff and Community Health Nurses. Immunizations participated in four of the health fairs by giving out information on vaccines, our clinics, and Imm Trac, a state-wide immunization registry. Community Health Nurses participated in all six, giving out information on the Health District and all of our services, doing blood pressure screenings, and giving personalized preventive health education on the importance of diet and exercise to the participants. Through these activities our staff educated and/or provided services to between 200 - 250 individuals in publicly funded housing in Galveston.
- **Senior Health Advisory Council** – Activities of the Senior Volunteer Program are partially funded by the Mainland Communities United Way. This funding will end on 12/31/07, and the United Way has determined that they only fund 501c3 organizations. SHAC carried a motion to take this opportunity to form a 501c3 that would address issues not only related to seniors, but those of all ages. This will give the Health District an opportunity to apply for funding that is reserved for non-profit organizations, and become more active in the community. A meeting will be held in June to finalize the bylaws and start the application process.
- **Immunizations**- DSHS requested that we submit a contract revision to reallocate excess salary funds. A total of \$41,634 was moved from personnel and fringe benefits to equipment, supplies, and other needs including displays for presentations, advertising, and incentives for the community.

These one time funds are available because of the lag time between the start of the grant year, contract award and hiring of personnel.

- **STD/HIV** - As of April 2007 there is a total of 14 reported cases of syphilis in Galveston County. For the same time period in 2006, there were 12 reported cases. The total reported cases of syphilis for 2006 were 39. At this time, it does not appear to be a significant increase as efforts have been made increase the reporting of cases. We will continue to monitor reported cases.
- **Program Business Meeting** - Some key topics were discussed this month. The STD/HIV Program's quarterly report for the Real AIDS Prevention Project (RAPP) was reviewed by the group, as was the WIC programs client complaint policy. WIC also presented changes to iron screening policy which allows children to be screened prior to nine months of age in situations where there is concern the child may not be able to return between 9 and 12 months of age. Upcoming events discussed briefly were Breast Feeding Awareness Day, scheduled for August 1st and Kids Health Fest 2007, our yearly immunization outreach, to be held through the month of August.

Office of Environmental Health Services: *For more information, please contact Ronnie Schultz, Director of Environmental Health Services, at (409) 938-2314 or email rschultz@gchd.org*

- **Texas Commission on Environmental Quality Audit** - An annual performance evaluation of the Air Program consisted of an assessment of contract compliance and applicable TCEQ guidelines. No contract deficiencies were noted for FY06 and concerns and issues identified by TCEQ Region 12 staff were addressed in a timely manner. The overall work products for the fiscal year have been noted as satisfactory by the Region 12 state agency staff.
- **Animal Bites** - Animal Services is actively investigating two dog bite cases both in the City of Dickinson. The first case involves a 91-year-old female who was attacked by two pit bulls in her yard. She sustained several puncture wounds and to date the animals have not been located. The second case involves a young female who was bitten several times on the face requiring multiple stitches. The dog was quarantined and the owner was ticketed and arrested on the scene for other outstanding warrants. The dog involved in this case was relinquished by the owner following the quarantine period and was euthanized. Bite investigations for calendar year 2006 were tallied at 221.
- **Annual Water Oversight Committee Meeting** - The annual meeting with our local contracted political entities was held on May 23rd to discuss the 2007 highlights and accomplishments, upcoming water pollution prevention programs, and rules and regulations that may impact our contracted cities. In addition, the committee discussed contract costs and the scope of work for the coming contract year, 2008.
- **Community Development Grant for High Island Approved** - The County of Galveston applied for a Community Development Block Grant (CDBG) through the U.S. Housing and Urban Development Agency for \$350,000 to address the issue of 28 homes connected to an unapproved sewage collection and treatment system. Marty Entringer, Ronnie Schultz and the County's grant coordinator Connie Nicholson presented a convincing argument for the grant program to Houston-Galveston Area Council grant scoring panel. Of the 32 presented programs, the High Island proposal ranked 8th. The rankings were sent for funding and our project was funded. We were notified by Curtis Brown, Community Services Director, County of Galveston, that the project will be funded in either FY 07 or FY 08 depending on the amount of funding available in FY 07. If we are not funded in 07 we will be funded in 08. Once funded the Health District will provide board-approved in-kind services to support the grant project. The CDBG program is a flexible program that provides communities with resources to address a wide range of unique community development needs.

Office of Emergency Medical Services: For more information, please contact Mike Carr, JD, EMS Director, (409) 765-2524 or mcarr@ghcd.org

- **Staffing Update** – There are currently 33 vacant full time positions in the EMS area. We are awaiting drug test results on 1 applicant and are checking references on another applicant. 10 applicants are scheduled for testing and 7 are being notified to come in for testing.
- **Hurricane Preparedness** – Galveston EMS staff are actively involved in the City of Galveston planning activities for hurricane season (June – November). Staff attended the warm up meeting for the annual town hall meeting on Tuesday, May 29, 2007 at the Galveston City Hall. EMS Staff are an integral part of emergency operations for Galveston Island.
- **Senior Team Captains Named** – Four staff members were recently named to the position of Senior Team Captain. This position is filled by persons who have significant EMS experience and are ready to move into a management role. Senior Team Captains fill in for Supervisors on an “as needed” basis, as well as participating in management meetings and developing operational procedures. The New Senior Team Captains are: Carlos Alexander, Tamara Barringer, Kathy Kirkpatrick, and Aaron Pounds.

Disease & Disaster Preparedness for additional information, contact Dana Beckham, DVM, Director of Disease and Disaster Preparedness, at (409) 938-2322 or email dbeckham@gchd.org.

- **Emergency Readiness Meetings with City Leaders** - In the month of May, Public Health Preparedness staff met with city leaders from the cities of La Marque, Santa Fe, Galveston, Texas City, and Friendswood. In each meeting, city leaders were provided a brief overview of health district preparedness activities. The overview was followed by a discussion of staffing resources for emergency medication point of dispensing (POD) clinics in their community, coordination of security between the city and schools where the PODs would be located, logistical support for POD operations, and distribution of medications to their first responders such as Police, Fire and EMS. Preparedness staff will use the information from these meetings to strengthen plans, and make contact and train potential volunteers in a POD site.
- **Planning for Regional Pandemic Flu Exercise** - On May 3rd, the Public Health Planner met with other planners from health departments in the region to plan a regional pandemic flu exercise. The exercise will take place on August 16th from 8:30am to 4:00pm at the Lone Star Convention Center in Conroe. Exercise objectives were discussed and the need for regional protocols to share information and resources in the event member counties are faced with a pandemic.
- **British Petroleum Occupational Health** - On Monday, May 15, 2007, Brian Rutherford, the Public Health Planner, attended a meeting of BP occupational health providers at the Moody Gardens Hotel and Convention Center in Galveston. The 15 attendees were from BP locations around the US and Canada. Dr. Mary deVignes-Kendrick, from the University Of Texas School Of Public Health in Houston conducted a presentation on planning considerations in pandemic planning. In her presentation, Dr. Kendrick emphasized the importance of working with local public health in developing plans. Throughout the session there were numerous questions directed to Dr. Kendrick and the Planner regarding social distancing measures, distribution of antivirals, the role of industry in a pandemic, and other concerns. Public Health Preparedness staff will collaborate with BP occupational healthcare providers in Texas City in planning discussions and in the upcoming regional pandemic flu exercise.
- **Regional Epidemiology and Bioterrorism Meeting** - Epidemiology Services attended the Regional Epidemiology/Bioterrorism Meeting on May 24, 2007 at Harris County Public Health and Environmental Services building in Houston. The meeting is a forum for epidemiologist and public health preparedness staff to exchange information regarding epidemiology and bioterrorism activities.

- **The Texas State Hurricane Conference** - The Texas State Hurricane Conference took place in Galveston at the Galveston Convention Center on May 6th through the 10th. The Public Health Planner attended the conference and was able to learn about resources in emergency planning for special needs individuals, animal sheltering after a disaster, and the evacuation fuel plan for coastal counties.
- **Training in Curriculum Design for Public Health** - On May 7, 2007, the Galveston County Health District (GCHD) hosted a Texas Department of State Health Services on-site training titled "Maximizing Learning Through Creative Curriculum Design". Approximately 15 people attended the training that provided resources and tools to utilize within planning an educational activity and skill in developing and enhancing curriculum development design. Continuing Education hours were offered for social workers, certified health and educational specialist, and medical professionals.
- **Pandemic Influenza Preparedness for Schools** - On May 17, 2007, the GCHD hosted a live satellite broadcast titled *Pandemic Influenza Preparedness for Schools*. Seven participants attended the training, which was sponsored by California Distance Learning Health Network. The broadcast covered topics such as school closure, continuity of education, average daily attendance, issues specific to certain populations, and ways schools can incorporate pandemic flu planning into their existing safe school plans.
- **Maritime Awareness Security and Terrorism Training** - On May 23, Dr. Dana Beckham, Chief Epidemiologist, presented "A Case Study: Public Health Investigation of A Communicable Disease Onboard Cargo Ship" at Maritime Awareness Security and Terrorism Training (MASTT). There were over 170 port public safety participants registered to receive information and training on terrorism prevention, response and post-incident issues, and overview of new regulations in the Maritime Transportation Security Act.

Signed RFP's, Grants, Contracts & Agreements For more information, please contact Kristina Garcia, Compliance Auditor, at (409) 938-2213 or email kgarcia@gchd.org.

- **GAAA Ambulance Service Contract with Seabreeze Nursing & Rehabilitation, L.P.** was signed by COO in May. However, the commencement date was January 1, 2006. The contract expires on September 30, 2008. The rates for patients being transported into or out of the facility one-way at Level One is a base rate of \$195.00 or at Level Two a base rate of \$75.00. There is a \$50.00 per hour fee for wait time. And, a mileage fee of \$5.00 per mile for traveling outside of Galveston County
- **GAAA Ambulance Service Contract with Air Ambulance Forum, Inc.** was signed by COO on May 21, 2007. GAAA will provide ambulance ground transportation for patients of Air Ambulance aircraft to and from clinics and local hospitals. Regardless of the date of execution, the term is January 1, 2007 through September 30, 2008 with a renewable one year term by mutual written consent. The rate for patients being transported from air ambulance has a base rate of \$300.00. There is a \$50.00 per hour fee for wait time. And, a mileage fee of \$5.00 per mile for traveling outside of Galveston County.
- **Amendment to AMERIGROUP Texas, Inc. Participating Provider Agreement** was signed by COO on May 21, 2007. The amendment added an attachment to the agreement titled CHIP Managed Care Reimbursement to Physician Services.
- **Houston Area Readiness and Emergency Management for Schools (H-REMS) Partnership Agreement with Friendswood ISD** was signed by CEO on May 16, 2007 and with Dickinson ISD on May 17, 2007. These agreements establish the parties' roles and responsibilities to strengthen and improve emergency operations plans.

Galveston County Health District				
Proposed Animal Services Budget (Field & Shelter Services Combined)				
For the fiscal year ending September 30, 2008				
		FY07	Proposed FY08	Increase/
		Budget	Budget	(Decrease)
4405	County Revenue	398,738	342,827	(55,911)
4721	Dog Tag, License Retrieval Revenue	7,350	7,000	(350)
4722	Animal Shelter / Redemption	20,000	15,000	(5,000)
4723	Animal Shelter / Fee-Fines	10,000	8,500	(1,500)
4724	Animal Shelter / Donations	2,000	-	(2,000)
4725	Animal Shelter / Euthansia	1,400	2,000	600
4729	Animal Shelter / Adoptions	20,000	75,000	55,000
4731	Animal Control / City Contract	147,402	135,307	(12,095)
4732	Animal Shelter / City Contract	190,596	209,804	19,208
	Total Revenue	797,486	795,438	2,047
6111	Salaries	340,234	364,464	24,229
6112	Salaries, Merit Compensation	12,000	-	(12,000)
6113	Salaries / OT	11,000	18,000	7,000
6114	Salaries, Part-Time	17,620	37,375	19,755
6116	Comp Pay Premium	3,000	3,500	500
6211	FICA Expense	27,327	29,143	1,815
6213	State Unemployment Tax	3,510	630	(2,880)
6221	Life Insurance Expense	2,299	1,128	(1,171)
6223	Long Term Disability Insurance	1,334	1,220	(114)
6224	Group Hospitalization Expense	62,400	72,912	10,512
6225	Workers Compensation Ins.	4,000	7,500	3,500
6231	Pension / Retirement	18,593	21,167	2,574
7020	Miscellaneous Contract Services	3,000	1,500	(1,500)
7026	Spay / Neuter Contract	-	30,000	30,000
7031	Grounds Upkeep Contract	2,400	2,400	-
7032	Janitorial Contract	-	8,000	8,000
7033	Pest Control	720	720	-
7034	Security	1,500	1,000	(500)
8011	Office Supplies	4,500	5,500	1,000
8012	Operating Supplies	56,426	68,629	12,203
8017	Printing Supplies	-	500	500
8018	Uniforms	6,500	6,500	-
8115	Postage	600	600	-
8121	Telephone	12,250	10,000	(2,250)
8131	Natural Gas	5,000	-	(5,000)
8132	Water	2,800	2,500	(300)
8133	Electricity	20,000	20,000	-
8141	Travel, Local	1,000	1,000	-
8151	Local Training	1,500	1,500	-
8152	Training, Out of Town	2,500	2,500	-
8161	Rentals	3,500	4,000	500
8181	Maint / Repair, Equipment	13,572	3,000	(10,572)

Galveston County Health District
Proposed Animal Services Budget (Field & Shelter Services Combined)
For the fiscal year ending September 30, 2008

		FY07	Proposed FY08	Increase/ (Decrease)
		Budget	Budget	
8182	Maint / Repair, Auto	30,000	12,000	(18,000)
8184	Maint / Repair, Bldg.	14,400	2,500	(11,900)
8185	Maint/Repair, MIS Equip.	6,000	2,000	(4,000)
8191	Insurance, Auto / Truck	3,000	5,000	2,000
8192	Insurance, General Liability	6,000	3,250	(2,750)
8193	Insurance, Bldg. Contents	2,000	1,000	(1,000)
8213	Vehicles	60,000	32,000	(28,000)
8214	Operating Equipment	25,000	-	(25,000)
8215	Building Improvements	-	4,000	4,000
8301	Newspaper Ads	2,000	500	(1,500)
8302	Subscriptions, Books, etc.	300	300	-
8312	Professional Services	1,500	-	(1,500)
8321	Med/Hazard Waste Disposal	500	500	-
8322	Animal Carcass Removal	3,500	3,000	(500)
8323	Trash Removal	1,000	1,000	-
8331	Service Fees - Credit Cards	1,200	1,500	300
		797,486	795,438	2,047
	Revenue Over (Under) Expenditures	0	(0.00)	

Animal Services (Shelter)

		FY07 Budget	Proposed FY08 Budget	Increase/ (Decrease)	
4405	County Revenue	172,064	139,867	(32,197)	
4721	Dog Tag, Lic Retrieval	7,350	7,000	(350)	
4722	Animal Shelter / Redemption	20,000	15,000	(5,000)	
4723	Animal Shelter / Fee-Fines	10,000	8,500	(1,500)	
4724	Animal Shelter / Donations	2,000	-	(2,000)	
4725	Animal Shelter / Euthansia	1,400	2,000	600	
4729	Animal Shelter / Adoptions	20,000	75,000	55,000	107,500.00
4732	Animal Shelter / City Contract	190,596	209,804	19,208	
	Total Revenue	423,410	457,172	33,762	
6111	Salaries	173,879	180,798	6,919	
6112	Merit Compensation	6,000	-	(6,000)	
6113	Salaries - OT	1,000	3,000	2,000	
6114	Salaries - Part-Time	17,620	37,375	19,755	
6116	Comp Pay Premium	2,000	2,000	-	
6211	FICA Expense	13,301	13,830	529	
6213	Texas Unemployment Tax	1,890	347	(1,544)	
6221	Life Insurance Expense	1,160	598	(562)	
6223	Long Term Disability Insurance	715	814	99	
6224	Group Hospitalization Expense	33,800	40,102	6,502	
6225	Workers Compensation Ins.	1,500	4,000	2,500	
6231	Pension / Retirement	9,725	11,159	1,434	
7020	Miscellaneous Contract Services	500	500	-	
7026	Spay / Neuter Contract	-	30,000	30,000	
7031	Ground Upkeep Contract	2,400	2,400	-	
7032	Janitorial Contract	-	8,000	8,000	
7033	Pest Control	720	720	-	
7034	Security	1,500	1,000	(500)	
8011	Office Supplies	4,000	5,000	1,000	
8012	Operating Supplies	45,600	62,629	17,029	
8016	Janitorial Supplies	-	-	-	
8018	Uniforms	1,500	1,500	-	
8115	Postage	100	100	-	
8121	Telephone	6,000	5,000	(1,000)	
8131	Natural Gas	5,000	-	(5,000)	
8132	Water	2,800	2,500	(300)	
8133	Electricity	20,000	20,000	-	
8141	Local Travel	500	500	-	
8151	Training, Local	1,500	1,000	(500)	
8161	Rentals	3,500	4,000	500	
8181	Maint / Repair, Equipment	5,000	1,000	(4,000)	
8184	Maint / Repair, Bldg.	14,400	2,500	(11,900)	
8185	Maint / Repair, MIS Equip.	5,000	1,000	(4,000)	
8192	Insurance, General Liability	4,500	2,500	(2,000)	
8193	Insurance, Bldg. Contents	1,500	500	(1,000)	
8214	Operating Equipment	25,000	-	(25,000)	
8215	Bldg. Improvements	-	4,000	4,000	
8301	Newspaper Ads	2,000	500	(1,500)	
8302	Subscriptions, Books, etc.	300	300	-	
8312	Professional Services	1,500	-	(1,500)	

Animal Services (Shelter)

		FY07 Budget	Proposed FY08 Budget	Increase/ (Decrease)
8321	Med/Hazard Waste Disposal	500	500	-
8322	Animal Carcass Removal	3,500	3,000	(500)
8323	Trash Removal	1,000	1,000	-
8331	Service Fees - Credit Cards	1,200	1,500	300
	Total Expenses	423,410	457,172	33,762
	Revenue over / (under) Expenses	(0.00)	(0.00)	
**	FY08 Shelter Budget Includes:			
	(2) new Part-Time positions budgeted at 20/hrs per week - \$30,000			
	Includes 3% Cost of Living adjustment - \$7,000			
	Increase in annual group health insurance premiums - \$4,000			
	Office furniture and (2) desktop computers for ACO offices - \$2,000			
	Replace broken cages - \$2,000			
	Portable AC for cat room - \$600			
	Industrial size washing machine - \$1,000			
	Storage Building - \$4,000			

Animal Services (Field)				
		FY07 Budget	Proposed FY08 Budget	Increase/ (Decrease)
4105	Reimbursement Revenue	-		
4405	County Revenue	226,674	202,960	(23,714)
4731	Animal Control / City Contract	147,402	135,307	(12,095)
	Total Revenue	374,076	338,267	(35,809)
6111	Salaries	166,355	183,666	17,310
6112	Merit Compensation	6,000	-	(6,000)
6113	Salaries - OT	10,000	15,000	5,000
6114	Salaries - Part-Time	-	-	-
6116	Comp Pay Premium	1,000	1,500	500
6211	FICA Expense	14,027	15,313	1,286
6213	Texas Unemployment Tax	1,620	284	(1,337)
6221	Life Insurance Expense	1,139	530	(610)
6223	Long Term Disability Insurance	619	406	(213)
6224	Group Hospitalization Expense	28,800	32,810	4,010
6225	Workers Compensation Ins.	2,500	3,500	1,000
6231	Pension / Retirement	8,868	10,008	1,141
7020	Miscellaneous Contract Services	2,500	1,000	(1,500)
8011	Office Supplies	500	500	-
8012	Operating Supplies	10,826	6,000	(4,826)
8017	Printing Supplies		500	500
8018	Uniforms	5,000	5,000	-
8115	Postage	500	500	-
8121	Telephone	6,250	5,000	(1,250)
8141	Local Travel	500	500	-
8142	Training, Local	-	500	500
8152	Training, Out of Town	2,500	2,500	-
8181	Maint / Repair, Equipment	8,572	2,000	(6,572)
8182	Maint / Repair, Auto	30,000	12,000	(18,000)
8185	Maint / Repair, MIS Equip.	1,000	1,000	-
8191	Insurance, Auto / Truck	3,000	5,000	2,000
8192	Insurance, General Liability	1,500	750	(750)
8193	Insurance, Bldg. Contents	500	500	-
8213	Vehicles	60,000	32,000	(28,000)
8810	Other Financing Sources	-	-	-
	Total Expenses	374,076	338,267	(35,809)
	Revenue over / (under) Expenses	0.00	-	
**	FY08 Field Budget Includes:			
	Includes salary adjustments for field service officers - \$17,500			
	Replacement of (1) Animal Control vehicle - \$32,000			
	Animal dart pistol and darts - \$600			
	Additional traps - \$500			

Field Services

City	Population	%	*Field Contribution - Cities
Bayou Vista	1,743	3%	4,078.29
Clear Lake Shores	1,275	2%	2,983.26
Dickinson	19,481	34%	45,581.87
Hitchcock	7,161	12%	16,755.39
Kemah	2,586	4%	6,050.75
LaMarque	13,805	24%	32,301.10
Santa Fe	10,629	18%	24,869.86
Tiki Island	1,148	2%	2,686.10
*Texas City	-	0%	-
Total	57,828	100%	135,306.62

Shelter Services

City	Population	%	*Shelter Contribution - Cities
Bayou Vista	1,743	2%	3,615.00
Clear Lake Shores	1,275	1%	2,644.37
Dickinson	19,481	19%	40,403.85
Hitchcock	7,161	7%	14,852.01
Kemah	2,586	3%	5,363.40
LaMarque	13,805	14%	28,631.75
Santa Fe	10,629	11%	22,044.68
Tiki Island	1,148	1%	2,380.97
Texas City	43,330	43%	89,866.98
Total	101,158	100%	209,803.01

FY08

FY07

Total Contribution	Total Contribution	Net Change
7,693.30	7,684.76	8.54
5,627.63	5,600.30	27.33
85,985.72	85,664.06	321.66
31,607.40	31,906.52	(299.12)
11,414.15	11,343.74	70.41
60,932.85	61,992.49	(1,059.64)
46,914.54	46,980.81	(66.27)
5,067.07	4,983.02	84.05
89,866.98	81,841.90	8,025.08
345,109.63	337,997.60	7,112.03

FY08 Estimated Field Budget \$ 338,266.55

FY08 Estimated Shelter Budget \$ 457,171.68

\$795,438.23 \$ 746,914.00

County Contribution (60%) 202,959.93
 Cities Contribution (40%) 135,306.62
 Total Contributions 338,266.55

County Contribution (40%) 139,868.67
 Cities Contribution (60%) 209,803.01
 Revenue from Fees 107,500.00
 Total Contributions & Fees 457,171.68

FY08 Shelter Budget 457,171.68
 Less Revenue from fees collected 107,500.00
 Basis for County/Cities Contributions 349,671.68

* Cost of (3) Animal Control Officers and supporting equipment and supplies is paid directly by the City of Texas City.

**REGULAR
COUNCIL
MEETING**

Julie Masters, Mayor
Mark Townsend
Kerry Neves
Mary Dunbaugh, Mayor Pro Tem

AGENDA

City of Dickinson
**CITY COUNCIL
MEETING**

Charles Suderman
Louis Decker
William H. King III
Julie M. Johnston, City
Administrator

JUNE 12, 2007

NOTICE is hereby given of a **REGULAR MEETING** of the City Council for the City of Dickinson, County of Galveston, State of Texas, to be held on **TUESDAY, JUNE 12, 2007**, at **7:00 p.m.** at: 2716 FM 517 East, Dickinson, Texas 77539 for the purpose of considering the following numbered items. The City Council of the City of Dickinson, Texas, reserves the right to meet in a closed session on any of the below items should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

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

Invocation and Pledge of Allegiance

ITEM 2.) PROCLAMATIONS AND COUNCIL COMMENTS

- A. Presentation of Hospice Care Team Award to Mayor
- B. Presentation of Certificate of Special Recognition Honoring Carl Uland

ITEM 3.) PUBLIC COMMENTS: At this time, any person with city-related business may speak to the Council. In compliance with the Texas Open Meetings Act, The City Council may not deliberate.

ITEM 4.) CONSENT AGENDA: CONSIDERATION POSSIBLE ACTION:

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

- A. Approval of Minutes of May 22, 2007 Council Workshop Meeting.
- B. Approval of Minutes of May 22, 2007 Regular Council Meeting.

NEW BUSINESS

ITEM 5.) DISCUSSION/ACTION: Approval of Resolution Number XXX-2007 – **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A COMMERCIAL LEASE BETWEEN JACK HORNE AND THE CITY OF DICKINSON, TEXAS, PROVIDING FOR THE LEASING OF PROPERTY LOCATED AT 1621 PINE DRIVE WITHIN THE CITY LIMITS OF THE CITY OF DICKINSON FOR TEMPORARY FACILITIES FOR DICKINSON CITY HALL; PROVIDING FOR THE INCORPORATION OF PREAMBLE;**

**AUTHORIZING EXECUTION OF THE AGREEMENT BY THE MAYOR;
AND PROVIDING AN EFFECTIVE DATE.**

- ITEM 6.) DISCUSSION/ACTION:** Regarding the purchase of a System Information Processor (SIP) and all of the Necessary Hardware and Software Required for the Communications Center in the Police Department.
- ITEM 7.) DISCUSSION/ACTION:** Approval of Resolution Number XXX-2007 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERAGENCY AGREEMENT WITH GALVESTON COUNTY, TEXAS, PROVIDING FOR THE FILING OF A JOINT APPLICATION FOR GRANT FUNDING WITH THE AUTOMOBILE THEFT PREVENTION AUTHORITY OF THE STATE OF TEXAS FOR THE GALVESTON COUNTY AUTO CRIMES TASK FORCE; AGREEING TO PROVIDE MATCHING FUNDS AS SET FORTH IN THE AGREEMENT; PROVIDING FOR THE INCORPORATION OF THE PREAMBLE; AUTHORIZING EXECUTION OF THE AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.**
- ITEM 8.) DISCUSSION/ACTION:** Consideration of Request by Galveston County for City Participation in and Funding for Dickinson Bayou Clearing and De-snagging Project.
- ITEM 9.) ADJOURN**

CERTIFICATION

This is to certify that a copy of the Notice of the Regular City Council meeting for June 12, 2007, was posted on the bulletin board at City Hall, 2716 FM 517 East Street, Dickinson, Texas, on this 7th day of June, 2007, prior to 6:00 p.m.

Carol L. McLemore, City Secretary

In compliance with the Americans with Disabilities Act, the City of Dickinson will provide reasonable accommodations for disabled persons attending City Council Meetings. Requests should be received at least 24 hours prior to the scheduled meeting, by contacting the City Secretary's office at 281-337-6217, or by FAX at 281-337-6190.

City Council Meeting

CALL TO ORDER

Invocation

Given by: _____

Pledge of Allegiance

Given by: _____

Roll Call

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

**MEETING DATE: June 12, 2007
Regular Meeting**

<u>MAYOR/COUNCIL</u>	<u>PRESENT</u>	<u>ABSENT</u>
MAYOR JULIE MASTERS	_____	_____
POS. 1: COUNCILMAN CHARLES SUDERMAN	_____	_____
POS. 2: COUNCILWOMAN MARY DUNBAUGH	_____	_____
POS. 3: COUNCILMAN MARK TOWNSEND	_____	_____
POS. 4: COUNCILMAN KERRY NEVES	_____	_____
POS. 5: COUNCILMAN LOUIS DECKER	_____	_____
POS. 6: COUNCILMAN WILLIAM KING	_____	_____

MAKE NOTE ON RECORDING: THE FOLLOWING ALSO ARE IN ATTENDANCE:

ATTORNEY, Loren B. Smith	_____	_____
CITY ADMINISTRATOR, Julie M. Johnston	_____	_____
CITY SECRETARY, Carol L. McLemore	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

PROCLAMATIONS AND ANNOUNCEMENTS

Certificate of Special Recognition

To Honor

Carl Uland

For his dedication and commitment to public service and the City of Dickinson in his six years on the Dickinson Board of Adjustments and Appeals.

Presented posthumously this 12th day of June, 2007, to Barbara Uland with thanks for her assistance in accompanying him to meetings.

Julie Masters, Mayor

PUBLIC COMMENTS

Notes:

Julie Masters, Mayor
Mark Townsend, Mayor
Kerry Neves
Mary Dunbaugh

MINUTES
City of Dickinson
CITY COUNCIL
WORKSHOP MEETING

Charles Suderman
Louis Decker, Pro Tem
William H. King III
Julie M. Johnston, City
Administrator

MAY 22, 2007

The Dickinson City Council met in a duly called and announced **WORKSHOP** on **MAY 22, 2007**. The meeting was held in the City Council Chambers located at 2716 FM 517 East, Dickinson, Galveston County, Texas, and was held for the purpose of considering the following items:

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

Mayor Masters called the meeting to order at 6:02 p.m. City Secretary Carol McLemore called roll and certified a quorum. Council Members present were as follows: Mayor Julie Masters, and Council Members Charles Suderman, Kerry Neves, Louis Decker and William King. Absent were Councilman Mark Townsend and Councilwoman Mary Dunbaugh. Also present was City Administrator Julie Johnston.

Councilwoman Mary Dunbaugh arrived at 6:05 p.m.

ITEM 2.) DISCUSSION AND DIRECTION: Discussion with Waste Management Regarding Concerns about Solid Waste Collection.

Thane Harrison, Director of Governmental Affairs, for Waste Management appeared before City Council and gave a brief history of the contract and the reasons behind the recent problems. He introduced Eddie Reyes, Residential Route Manager, Shon Husband, Commercial Route Manager, and Ted Tate, District Manager and asked for Council's direction and input.

Councilwoman Dunbaugh asked about the day for picking up green waste. She said that residents are putting the waste out on Fridays, but is not usually picked up until Saturday. Mr. Harrison stated that the reason for Saturday pick-ups is the availability of trucks. After some discussion, it was the consensus of Council to change the pick up of green waste to Saturdays. Discussion about communicating the change to the public included a press release to be supplied by Waste Management, door hangers, information in the Dickinson Beautiful brochures and news of the change on the City website. Mayor Masters noted that the clear plastic bags required for green waste are hard to find and asked that Mr. Harrison try to help locate some suppliers so that information could be supplied to local retailers.

Councilman Suderman stated that he has noted that workers do not take care with personal trash containers, but always leave Waste Management's

receptacles upright and at the curb. Ted Tate noted that they have been having trouble with workers throwing trash cans and assured the Council that they are working on the problem.

At the conclusion of the discussion, Mr. Harrison and Mr. Tate informed Council that they will do all they can to solve and keep down any problems in the future.

ITEM 3.) ADJOURN

Councilman Suderman made the motion to adjourn the meeting at 6:40 p.m. Councilwoman Dunbaugh seconded the motion.

VOTE: 5 Ayes

0 Nays

MOTION PASSED.

Passed, approved and adopted this 12th day of June, 2007.

Julie Masters, Mayor

ATTEST:

Carol L. McLemore, City Secretary

Julie Masters, Mayor
Mark Townsend
Kerry Neves
Mary Dunbaugh

MINUTES

City of Dickinson
**CITY COUNCIL
MEETING**

Charles Suderman
Louis Decker, Mayor Pro Tem
William H. King III
Julie M. Johnston, City
Administrator

MAY 22, 2007

The Dickinson City Council met in a duly called and announced **REGULAR MEETING** on **MAY 22, 2007**. The meeting was held in the City Council Chambers located at 2716 FM 517 East, Dickinson, Galveston County, Texas, and was held for the purpose of considering the following items:

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

Invocation and Pledge of Allegiance

Mayor Julie Masters called the meeting to order at 7:02 p.m. Dr. Precious Gibson gave the Invocation and Councilman Charles Suderman led the Pledge of Allegiance. City Secretary, Carol McLemore called roll and certified a quorum. Council Members present were as follows: Mayor Julie Masters, and Council Members Charles Suderman, Mary Dunbaugh, Mark Townsend, Kerry Neves, Louis Decker and William King. Also present were City Attorney, Loren Smith, City Administrator, Julie Johnston, Community Development Coordinator, Angela Forbes, and Police Chief, Ron Morales.

ITEM 2.) SWEARING-IN OF NEWLY ELECTED OFFICIALS

Lonnie Cox, Judge of 56th District Court administered the Oath of Office to the following newly-elected Council Members:

Mary Dunbaugh	Position #2
Kerry Neves	Position #4
William H. King, III	Position #6

ITEM 3.) DISCUSSION/ACTION: Election of Mayor Pro Tem

Councilman Decker made a motion to appoint Mary Dunbaugh as Mayor Pro Tem. Councilman Suderman seconded the motion.

VOTE: 6 Ayes (Suderman, Dunbaugh, Townsend, Neves, Decker & King)
0 Nays

MOTION PASSED.

ITEM 4.) PROCLAMATIONS AND COUNCIL COMMENTS:

Mayor Masters read a proclamation proclaiming May 22 through 24 as "Home Mission Board Days" in the City of Dickinson and presented the proclamation to Dr. Precious Gibson, Chairman of the Home Mission Board of the American Baptist General Convention. She welcomed Dr. Gibson to

Dickinson and expressed appreciation that the Board was having their meeting in Dickinson.

Council commented on the following topics:

1. Welcome to everyone present.
2. Congratulations to Newly- elected Council Members
3. Congratulations to Mary Dunbaugh on being elected Mayor Pro Tem.
4. Dickinson Citizens Police Academy Dinner and Jim Johnson as Officer of the Year.
5. Reminder to Citizens to register with 211 before Hurricane Season begins.
6. Condolences to the Uhland Family.
7. Junior AFROTC Awards Banquet.
8. Dickinson Bayou Watershed Committee Sub-Committee Meeting held on Monday, May 21.
9. Upcoming Memorial Day Weekend Events and Activities including flag ceremony to destroy old flags.
10. Caution to Drivers as School ends soon.
11. Visit by Texas Independence Trail and rally later this year.
12. Congratulations to Keep Dickinson Beautiful for their fourth time to win the Governor's Committee Achievement Award.
13. Police Memorial Week.
14. Update on Festival of Lights Activities.
15. Upcoming Quad City Challenge.

ITEM 5.) PUBLIC COMMENTS:

There were no public comments.

ITEM 6.) CONSENT AGENDA: CONSIDERATION POSSIBLE ACTION:

- A. Approval of Minutes of May 8, 2007 Council Workshop Meeting.
- B. Approval of Minutes of May 8, 2007 Regular Council Meeting.
- C. Approval of Resolution Number 927-2006 – **A RESOLUTION OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A CONTRACT BY AND BETWEEN THE CITY OF DICKINSON, TEXAS, AND BECK DISASTER RECOVERY, INC. FOR THE PURPOSE OF ESTABLISHING THE RIGHTS, DUTIES AND RESPONSIBILITIES OF THE PARTIES IN PROVIDING DEBRIS MANAGEMENT AND DISASTER RECOVERY SERVICES, AUTHORIZING ITS EXECUTION BY THE MAYOR; PROVIDING FOR INCORPORATION OF PREMISES; AND PROVIDING AN EFFECTIVE DATE.**

Councilman Neves made a motion to approve the Consent Agenda. Councilman King seconded the motion.

VOTE: 6 Ayes (Suderman, Dunbaugh, Townsend, Neves, Decker & King)
0 Nays

MOTION PASSED.

- ITEM 7.) DISCUSSION/ACTION:** Approval of Ordinance Number 611-2007 – **AN ORDINANCE OF THE CITY OF DICKINSON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NUMBER 420-2001, AS HERETOFORE AMENDED, SO AS TO REZONE ±7.334 ACRES OUT OF THE PERRY & AUSTIN SURVEY, ABSTRACT NO. 19, MORE COMMONLY KNOWN AS LOTS 3, 4, AND 5 OF THE SCHMIDT ENCLOSURE DIVISION, AND GENERALLY LOCATED ON THE NORTH SIDE OF SUNSET DRIVE, ONE BLOCK EAST OF IH-45, IN THE CITY OF DICKINSON, GALVESTON COUNTY, TEXAS, FROM CONVENTIONAL RESIDENTIAL (CR) TO NEIGHBORHOOD COMMERCIAL (NC), SAID ACREAGE LOCATED ON THE NORTH SIDE OF SUNSET DRIVE, ONE BLOCK EAST OF IH-45, DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION HEREOF; AND PROVIDING A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.** (Second of Three Readings).

Mayor Masters read the ordinance by caption only and recused herself from the discussion or vote in the case of a tie due to a perceived conflict of interest. Councilman Suderman made a motion to approve Ordinance Number 611-2007 on second reading. Mayor Pro Tem Dunbaugh seconded the motion. Staff recommended that Council approve the first two readings of the ordinance and delay the third reading until such time as the developer submits a site plan for the development.

VOTE: 4 Ayes (Suderman, Dunbaugh, Neves and King)
2 Nays (Townsend and Decker)

MOTION PASSED.

NEW BUSINESS

- ITEM 8.) DISCUSSION ACTION:** Approval of Historic Railroad Center Reservation and Rental Policies, Associated Forms and Rental Fee Schedule.

Staff recommended approval of the Reservation and Rental Policies for the Historic Railroad Center as submitted by the Facilities Committee of the Dickinson Historical Society. After some discussion, Mayor Pro Tem Dunbaugh made a motion to approve the Reservation and Rental Policies and Fee Schedule. The motion was seconded by Councilman King.

VOTE: 6 Ayes (Suderman, Dunbaugh, Townsend, Neves, Decker & King)
0 Nays

MOTION PASSED.

- ITEM 9.) DISCUSSION ACTION:** Consideration and Possible Action regarding the acquisition of eight (8) rifles from Defense Procurement Manufacturing Service, Inc. in exchange for various seized firearms awarded to the Dickinson Police Department.

Councilman Decker made a motion to approve the exchange of firearms with Defense Procurement Manufacturing Service, Inc. The second was made by Councilman King.

VOTE: 6 Ayes (Suderman, Dunbaugh, Townsend, Neves, Decker & King)
0 Nays

MOTION PASSED.

- ITEM 10.) DISCUSSION/ACTION:** Approval of Resolution Number 928-2007 – **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE MEMORANDUM OF UNDERSTANDING FOR RELEASE OF EXTRATERRITORIAL JURISDICTION AND/OR CORPORATE LIMITS BY THE CITIES OF LEAGUE CITY AND TEXAS CITY, ACCEPTANCE OF SAME INTO THE EXTRATERRITORIAL JURISDICTION OF DICKINSON AND PROVIDING FOR EXCHANGE OF MUNICIPAL BOUNDARIES WITH THE CITY OF TEXAS CITY; AND AUTHORIZING PREPARATION OF ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH UNDERSTANDING.**

Mayor Masters read the Resolution by caption only. After some discussion, Council directed the City Attorney to address the boundaries of Gum Bayou. Councilman King left the meeting during the discussion at 7:31 p.m. Councilman Townsend made a motion to approve Resolution Number 928-2007. Mayor Pro Tem Dunbaugh seconded the motion.

VOTE: 5 Ayes (Suderman, Dunbaugh, Townsend, Neves & Decker)
0 Nays

MOTION PASSED.

- ITEM 11.) ADJOURN.**

Councilman Townsend made the motion to adjourn the meeting at 7:35 p.m. Councilman Decker seconded the motion.

VOTE: 5 Ayes (Suderman, Dunbaugh, Townsend Neves & Decker)
0 Nays

MOTION PASSED.

Passed, approved and adopted this 12th day of June, 2007.

Julie Masters, Mayor

ATTEST:

Carol L. McLemore, City Secretary

**Dickinson City Council
Agenda Item Data Sheet**

MEETING DATE June 12, 2007

TOPIC	<p>RESOLUTION NUMBER XXX-2007</p> <p>A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A COMMERCIAL LEASE BETWEEN JACK HORNE AND THE CITY OF DICKINSON, TEXAS PROVIDING FOR THE LEASING OF PROPERTY LOCATED AT 1621 PINE DRIVE WITHIN THE CITY LIMITS OF THE CITY OF DICKINSON FOR TEMPORARY FACILITIES FOR DICKINSON CITY HALL; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.</p>
--------------	---

BACKGROUND	<p>This Resolution approves a Commercial Lease with Jack Horne for the relocation of the City's administrative offices as part of the City Hall/Library Complex project. The 18-month Lease would begin no earlier than July 1 and no later than October 1 to allow the City to undertake the necessary alterations to the space in order to begin relocating City Hall to the space. Since we do not know exactly how long it will take to do the renovations, we have included language that gives the City flexibility as to when the Lease itself commences. The City must give 15 days notice to Mr. Horne of our intent to move in after the renovations are complete. No lease payments will be due during the time that the City is renovating the space. The lease payment will be \$5,000 per month for a total of \$90,000.00 – significantly less than was anticipated in the approved Project Cost Budget. Alterations to the space are anticipated to run approximately \$20,000, and this amount has already been included in the approved Project Cost Budget.</p>
-------------------	--

RECOMMENDATION	Staff recommends approval of the Resolution.
-----------------------	--

ATTACHMENTS	Resolution Number XXX-2007
--------------------	----------------------------

FUNDING ISSUES	<input type="checkbox"/> Not budgeted <input checked="" type="checkbox"/> Full Amount already budgeted. <input type="checkbox"/> Funds to be transferred from Acct.# - -
-----------------------	--

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

Dickinson City Council
Agenda Item Data Sheet

SUBMITTING STAFF MEMBER Julie M. Johnston	CITY ADMINISTRATOR APPROVAL
---	------------------------------------

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

RESOLUTION NUMBER XXX-2007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A COMMERCIAL LEASE BETWEEN JACK HORNE AND THE CITY OF DICKINSON, TEXAS PROVIDING FOR THE LEASING OF PROPERTY LOCATED AT 1621 PINE DRIVE WITHIN THE CITY LIMITS OF THE CITY OF DICKINSON FOR TEMPORARY FACILITIES FOR DICKINSON CITY HALL; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has approved the development of architectural plans and drawings for the construction of a new City Hall and Library Complex to house the City's administrative offices and Mares Memorial Library; and

WHEREAS, the plans for the new City Hall require the demolition of the building presently housing the City's administrative offices (the "City Hall"), thereby requiring relocation of the City's administrative offices; and

WHEREAS, space to house the City Hall during the construction of its new facility is available at 1621 Pine Drive in Dickinson, subject to the terms and conditions as set forth in the Commercial Lease attached hereto as Exhibit "A" and incorporated herein by this reference (the "Lease"); and

WHEREAS, the City Council finds that the best interests of the citizens of the City of Dickinson are served by entering into the Lease; and

WHEREAS, the City Council desires to approve the terms and conditions of the Lease, and to authorize the Mayor to execute, and the City Secretary to attest, the Lease on behalf of the City of Dickinson.

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

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

Section 2. The City Council, after review of the terms and conditions of the Lease, hereby approves the Lease between Jack Horne and the City of Dickinson, Texas attached hereto as Exhibit "A."

Section 3. The City Council also authorizes the Mayor to execute, and the City Secretary to attest, on behalf of the City of Dickinson the Lease and all other documents in connection therewith.

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

DULY PASSED, APPROVED AND ADOPTED on this the _____ day of June, 2007.

Julie Masters, Mayor
City of Dickinson, Texas

ATTEST:

Carol L. McLemore, City Secretary
City of Dickinson, Texas

APPROVED AS TO FORM AND CONTENT:

Loren B. Smith, City Attorney
City of Dickinson, Texas

EXHIBIT "A" TO

RESOLUTION NO. XXX-2007

A140-10
R140-04

COMMERCIAL LEASE

This lease is made between Jack Horne, P. O. Box 227, Dickinson, TX 77539
of
herein called Lessor, and City of Dickinson, 2716 FM 517 East, Dickinson, TX
77539, herein called Lessee.
Lessee hereby offers to lease from Lessor the premises situated in the City of Dickinson
, County of Galveston, State of Texas, described as
1621 Pine Drive, upon the following TERMS and CONDITIONS:

1. **Term and Rent.** Lessor demises the above premises for a term of _____ years, commencing
, 19____, and terminating on _____, 19____, or sooner as pro-
vided herein at the annual rental of _____

Dollars (\$ _____), payable in equal installments in advance on the
first day of each month for that month's rental, during the term of this lease. All rental payments shall be made to
Lessor, at the address specified above.

2. **Use.** Lessee shall use and occupy the premises for _____ . The premises
shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose.

3. **Care and Maintenance of Premises.** Lessee acknowledges that the premises are in good order and repair, unless
otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe
condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equip-
ment upon the premises and shall surrender the same, at termination hereof, in as good condition as received, normal
wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, struc-
tural foundations, and:

_____, which shall
be maintained by Lessor. Lessee shall also maintain in good condition such portions adjacent to the premises, such
as sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained by Lessor.

4. **Alterations.** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, addi-
tions, or improvements, in, to or about the premises.

5. **Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal,
state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned
by or affecting the use thereof by Lessee.

6. **Assignment and Subletting.** Lessee shall not assign this lease or sublet any portion of the premises without prior
written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without
consent shall be void and, at the option of the Lessor, may terminate this lease.

7. **Utilities.** All applications and connections for necessary utility services on the demised premises shall be made
in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those
for sewer, water, gas, electricity, and telephone services.

8. **Entry and Inspection.** Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable
times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within
sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease"
signs, and permit persons desiring to lease the same to inspect the premises thereafter.

9. **Possession.** If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall
not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable
for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within
_____ days of the commencement of the term hereof.

10. **Indemnification of Lessor.** Lessor shall not be liable for any damage or injury to Lessee, or any other person,
or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless
from any claims for damages, no matter how caused.

11. **Insurance.** Lessee, at his expense, shall maintain plate glass and public liability insurance including bodily
injury and property damage insuring Lessee and Lessor with minimum coverage as follows:

Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate
shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To
the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor,
for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.



53926 20009 2

© E-Z Legal Forms. Before you use this form, read it, fill in all blanks, and make whatever changes are necessary to your particu-
lar transaction. Consult a lawyer if you doubt the form's fitness for your purpose and use. E-Z Legal Forms and the retailer make no
representation or warranty, express or implied, with respect to the merchantability of this form for an intended use or purpose.
(Revised 1/97)

12. Eminent Domain. If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

13. Destruction of Premises. In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

14. Lessor's Remedies on Default. If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within 10 days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such 10 days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than 30 days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

15. Security Deposit. Lessee shall deposit with Lessor on the signing of this lease the sum of _____ Dollars (\$) as security for the performance of Lessee's obligations under this lease, including without limitation the surrender of possession of the premises to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this lease.

16. Tax Increase. In the event there is any increase during any year of the term of this lease in the City, County or State real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this lease commences, whether because of increased rate or valuation, Lessee shall pay to Lessor upon presentation of paid tax bills an amount equal to _____ % of the increase in taxes upon the land and building in which the leased premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Lessee shall be proportionate to the portion of the lease term included in such year.

17. Common Area Expenses. In the event the demised premises are situated in a shopping center or in a commercial building in which there are common areas, Lessee agrees to pay his pro-rata share of maintenance, taxes, and insurance for the common area.

18. Attorney's Fees. In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

19. Waiver. No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

20. Notices. Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address specified above, or at such other places as may be designated by the parties from time to time.

21. Heirs, Assigns, Successors. This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

22. Option to Renew. Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of _____ months commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term except that the monthly rent shall be the sum of \$ _____. The option shall be exercised by written notice given to Lessor not less than _____ days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.

23. Subordination. This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

24. Radon Gas Disclosure. As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in _____. Additional information regarding radon and radon testing may be obtained from your county public health unit.

25. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof: Exhibit "A" attached hereto

Signed this _____ day of _____, 19 _____

By: Jack Horne Lessor By: Julie Masters, Mayor Lessee
City of Dickinson, Texas

© E-Z Legal Forms. Before you use this form, read it, fill in all blanks, and make whatever changes are necessary to your particular transaction. Consult a lawyer if you doubt the form's fitness for your purpose and use. E-Z Legal Forms and the retailer make no representation or warranty, express or implied, with respect to the merchantability of this form for an intended use or purpose. ATTEST: (Revised 1/97)

Carol L. McLemore, City Secretary

EXHIBIT "A" TO COMMERCIAL LEASE

Date: June _____, 2007

Lessor: Jack Horne

Lessor's Address: P. O. Box 227
Dickinson, Texas 77539

Lessee: City of Dickinson, Texas

Lessee's Address: 2716 FM 517 East
Dickinson, Texas 77539

Premises

Approximate square feet: 6,000

Name of building: Pine Drive Building

Street address/suite: 1621 Pine Drive

City, State Zip: Dickinson, Texas 77539

The following Sections of the attached Commercial Lease are hereby deleted in their entirety and replaced with the following language indicated below:

Section 1. Term and Rent. Lessor demises the above Premises for a term of 18 months commencing no earlier than July 1, 2007, and no later than October 1, 2007, at the monthly lease rate of \$5,000.00, during the term of this Lease and any renewals hereof as provided herein. The commencement date for the Lease will begin 15 days following receipt of written notice provided by Lessee to Lessor. The Lease shall terminate 18 months following the commencement date unless renewed as provided herein. All lease payments shall be made to Lessor at the address specified above. However, Lessor hereby authorizes Lessee to enter the Premises beginning July 1, 2007, to begin any alterations required to enable Lessee to move into the Premises for its operations. Lessor agrees not to charge Lessee any lease payments for the period from July 1, 2007, through the commencement date of the Lease as determined herein.

Section 3. Care and Maintenance of Premises. Lessee accepts the premises in its present condition "AS IS," with the express understanding that Lessee shall be permitted to alter and improve the Premises as set forth in this Lease Agreement. Lessee agrees to repair, replace, and maintain any part of the Premises that Landlord is

not obligated to repair, replace, or maintain, normal wear excepted. Landlord agrees to repair, replace, and maintain the (a) roof, (b) foundation, (c) parking and common areas, (d) structural soundness of the exterior walls, doors, corridors, and windows, and (e) other structures or equipment serving the Premises.

Section 4. Alterations. Lessee shall be permitted to make any and all alterations and improvements to the Premises it deems necessary to make the Premises suitable for the use specified in this Lease Agreement. Lessee agrees to provide Lessor with its construction plans for any alterations. Lessor shall approve any such alterations and improvements, such approval not to be unreasonably withheld. Lessee shall be permitted to remove any improvements made to the Premises by Lessee as mutually agreed upon by Lessor and Lessee, provided that such removal does not damage the Premises. In such case, the Lessee may be required to restore the Premises to the condition existing at the commencement date, normal wear excepted.

Section 10. Indemnification of Lessor. [Deleted.]

Section 11. Insurance. Lessee agrees to maintain public liability insurance for the Premises (including the building and contents) and the conduct of Lessee's business, naming Lessor as an additional insured. Lessee further agrees to maintain insurance on Lessee's personal property and have Lessor listed as an additional assured on the certificates of insurance issued in conjunction with the insurance policy required herein. Lessee will deliver certificates of insurance to Lessor before the Commencement Date and thereafter when requested, and such certificates of insurance shall provide for a 10-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies that may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, may waive any and all rights of subrogation that might otherwise exist.

Section 15. Security Deposit. [Deleted.]

Section 16. Tax Increase. [Deleted.]

Section 22. Option to Renew. Provided that Lessee is not in default in the performance of this Lease, Lessee shall have the option to renew the Lease on a month-to-month basis commencing at the expiration of the initial lease Term. All of the terms and conditions of the Lease shall apply during any renewal period, and Lessee shall be obligated to pay rent in the amount of \$5,000.00 per month. The option to extend on a month-to-month basis shall be exercised by written notice given to Lessor not less than 30 days prior to the expiration of the initial lease Term.

EXECUTED and entered into this the ____ day of June, 2007.

LESSOR:

Jack Horne

ATTEST:

LESSEE:
City of Dickinson

Carol L. McLemore,
City Secretary

Julie Masters,
Mayor

**Dickinson City Council
Agenda Item Data Sheet**

MEETING DATE 06/12/2007

TOPIC	Discussion/Action to purchase a System Information Processor (SIP) and all of the necessary hardware & software required for the Communications Center in the Police Department
--------------	---

BACKGROUND	On 4-24-2007, the PD staff updated the City Council on the status of the System Information Processor (SIP) project in the police department. The SIP terminal is a system that provides the dispatchers with identification information on police officers and firemen when they activate the emergency function on their radios during distress or other hazardous type situations. Council was advised that the current SIP terminal will not work with the Regional Network. It was further explained that this feature is crucial in providing added safety for police officers and fireman during the course of their duties. Per the direction of Council, the PD staff engaged in negotiations with Commercial Wireless Solutions (CWS) to provide a technological solution that has the potential for future expansion rather than purchase for "today". CWS provided a "turnkey" solution that would allow for a SIP system with future expansion capability. The total cost is \$21,837. The PD does not have funding available within its FY 2007 operating budget to cover this expense. It is recommended that funding from the General Fund Balance be used to cover this expense.
-------------------	---

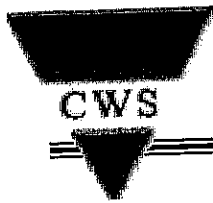
RECOMMENDATION	The staff recommends the authorization to proceed with the purchase of the equipment needed to provide a SIP terminal in the Police Department.
-----------------------	---

ATTACHMENTS	Price Quote from Commercial Wireless Solutions
--------------------	--

FUNDING ISSUES	<input type="checkbox"/> None <input type="checkbox"/> Full Amount already budgeted. <input checked="" type="checkbox"/> Funds to be transferred from Acct.# 03-3500-
-----------------------	---

SUBMITTING STAFF MEMBER Chief Ron Morales	CITY ADMINISTRATOR APPROVAL
---	------------------------------------

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



Commercial Wireless Solutions



Proposal Prepared For:

City of Dickinson PD
 Melvin Mason
 4000 Liggio St
 Dickinson, TX 77539
 281-337-6301
mmason@dickinson-tx.gov

Item	Qty	Description	Unit Price	Extended Total
1	1	GEnSAC-16	\$ 16,687.00	\$ 16,687.00
2	1	MOTOROLA LICENSE	\$ 450.00	\$ 450.00
3	1	RIM II	\$ 700.00	\$ 700.00
4	1	RF MODEM 800 MHZ	\$ 2,021.25	\$ 2,021.25
5	1	POWER SUPPLY	\$ 264.00	\$ 264.00
6	1	1/4 WAVE ANTENNA AND COAX	\$ 14.75	\$ 14.75
7	1	CONNECTION CABLES	\$ 200.00	\$ 200.00
8	1	INSTALLATION/CONFIGURATION/INTEGRATION	\$ 1,500.00	\$ 1,500.00
9				\$ -
10				\$ -
11				\$ -
12				\$ -
13				\$ -
14				\$ -
15				\$ -
16				\$ -
17				\$ -
18				\$ -
19				\$ -
20				\$ -
21				\$ -
22				\$ -
Subtotal				\$ 21,837.00
Programming				
Shipping				
TAX				
Grand Total				\$ 21,837.00

PO made out to Commercial Wireless Solutions

Notes:

TURN KEY SOLUTION, HARRIS COUNTY OR GALVESTON COUNTY TO COMPLETE FINAL. PRICING INCLUDED.

Prepared By: Jeff Moser
 Mobile Number: 713-545-8231
 Pricing Good For: 30 Days
 Today's Date: Friday, May 25, 2007

We Appreciate Your Business!

3218 E. Pasadena Freeway • Pasadena, Texas 77503
 Office: 713-472-9700 • Fax: 713-472-9705

**Dickinson City Council
Agenda Item Data Sheet**

MEETING DATE 06/12/2007

TOPIC	RESOLUTION NUMBER XXX-2007 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERAGENCY AGREEMENT WITH GALVESTON COUNTY, TEXAS, PROVIDING FOR THE FILING OF A JOINT APPLICATON FOR GRANT FUNDING WITH THE AUTOMOBILE THEFT PREVENTION AUTHORITY OF THE STATE OF TEXAS FOR THE GALVESTON COUNTY AUTO CRIMES TASK FORCE; AGREEING TO PROVIDE MATCHING FUNDS AS SET FORTH IN THE AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.
--------------	--

BACKGROUND	Attached you will find a copy an the proposed Interagency Agreement between the County of Galveston and the City of Dickinson as it relates to the Galveston County Auto Crimes Task Force (ACTF). The police department currently has one officer assigned to the ACTF to aid in the apprehension of violators and recovery of motor vehicles related to auto theft activity. The ACTF also provides educational training to the public in an effort to reduce auto theft. ACTF is proposing to pay 100% of the officer's salary and overtime (for ACTF purposes) not including fringe benefits. The city will be responsible for paying vehicle maintenance, insurance, and fringe benefits totaling \$23,949.
-------------------	--

RECOMMENDATION	The staff recommends approval.
-----------------------	--------------------------------

ATTACHMENTS	Interagency Agreement
--------------------	-----------------------

FUNDING ISSUES	<input type="checkbox"/> None <input checked="" type="checkbox"/> Full Amount already budgeted. <input type="checkbox"/> Funds to be transferred from Acct.# - -
-----------------------	--

SUBMITTING STAFF MEMBER Chief Ron Morales	CITY ADMINISTRATOR APPROVAL
---	------------------------------------

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

RESOLUTION NUMBER XXX-2007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERAGENCY AGREEMENT WITH GALVESTON COUNTY, TEXAS PROVIDING FOR THE FILING OF A JOINT APPLICATION FOR GRANT FUNDING WITH THE AUTOMOBILE THEFT PREVENTION AUTHORITY OF THE STATE OF TEXAS FOR THE GALVESTON COUNTY AUTO CRIMES TASK FORCE; AGREEING TO PROVIDE MATCHING FUNDS AS SET FORTH IN THE AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the City of Dickinson and Galveston County wish to jointly apply for grant funding in the amount of \$478,133.00 from the Automobile Theft Prevention Authority of the State of Texas for the Galveston County Auto Crimes Task Force (the "Grant"); and

WHEREAS, the City agrees to contribute \$18,805.00 in cash and \$2,650.00 in-kind if the grant is approved; and

WHEREAS, the City Council finds that the best interests of the citizens of the City of Dickinson are served entering into an Interagency Agreement with Galveston County to jointly apply for the Grant (the "Agreement"); and

WHEREAS, the City Council desires to approve the terms and conditions of the Agreement, and to authorize the Mayor to execute, and the City Secretary to attest, the Agreement on behalf of the City of Dickinson.

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

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

Section 2. The City Council, after review of the terms and conditions of the Agreement, hereby approves the Interagency Agreement with Galveston County, Texas for the filing of a joint application with the Automobile Theft Prevention Authority of the State of Texas for the Galveston County Auto Crimes Task Force for grant funding in the amount of \$478,133.00. A true and correct copy of said Agreement is attached hereto as Exhibit "A."

Section 3. The City Council also authorizes the Mayor to execute, and the City Secretary to attest, on behalf of the City of Dickinson the Agreement and all other documents in connection therewith.

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

PASSED AND APPROVED AND ADOPTED on this the _____ day of _____, 2007.

Julie Masters, Mayor
City of Dickinson, Texas

ATTEST:

Carol L. McLemore, City Secretary
City of Dickinson, Texas

APPROVED AS TO FORM:

Loren B. Smith
City Attorney

INTERAGENCY AGREEMENT

STATE OF TEXAS

COUNTY OF GALVESTON

This Agreement is entered into by and between the County of Galveston, a political subdivision of the State of Texas, hereinafter referred to as “County”, and the City of Dickinson, a municipal corporation situated in Galveston County, Texas, hereinafter called “City”, pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, the County of Galveston and City of Dickinson wish to file a joint grant application with the Automobile Theft Prevention Authority of the State of Texas, for funding in the amount of \$478,133 for the Galveston County Auto Crimes Task Force, and

WHEREAS, the County and City have agreed to contribute the total of \$324,844 in matching funds if said joint application is approved; and

WHEREAS, the source of funds would not normally be used for this purpose; and

WHEREAS, the County and City believe it to be in their best interests to join in the application to develop an Auto Crimes Task Force.

WHEREAS, the County and City agree to each accept the responsibility to adhere to all pertinent federal, state, and local laws or regulations.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I

PURPOSE

1.1 The purpose of this **Agreement** is to allow County and City to file joint application for a Grant, with the Automobile Theft Prevention Authority, which creates The Galveston County Auto Crimes Task Force which application is attached hereto as **Exhibit "A"** and made a part hereof for all purposes.

ARTICLE II

TERM

2.01 The term of this **Agreement** is to commence on the execution of this **Agreement** and to end August 31, 2008.

ARTICLE III

CONSIDERATION

3.01 As consideration for this agreement, County and City agree to contribute a total of \$324,844 in matching funds for the enhancement of the Galveston County Auto Crimes Task Force in the amount as follows:

<u>County</u>	Cash Match <u>\$99,574</u>	In-Kind Match <u>\$203,815</u>
<u>City</u>	Cash Match <u>\$18,805</u>	In-Kind Match <u>\$2,650</u>

ARTICLE IV
ALLOCATION OF FUNDS

4.1 The specific allocation of the County and City fund is set out in the attachments to this agreement, marked as **Exhibit "A"** and made a part hereof for all purposes.

ARTICLE V
OWNERSHIP OF EQUIPMENT

5.1 Upon termination of this **Agreement**, ownership of equipment, hardware, and other non-expendable items will revert to the applicant for which it was acquired, subject to the approval of the Automobile Theft Prevention Authority of the State of Texas.

ARTICLE VI
AMENDMENTS

6.1 This **Agreement** may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

ARTICLE VII
LEGAL CONSTRUCTIONS

7.1 In case any one or more of the provisions contained in this **Agreement** shall be held to be invalid, illegal, or unenforceable in any respect of such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this **Agreement** shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE VIII
ENTIRE AGREEMENT

8.1 This **Agreement** supersedes any and all other agreements, either oral or in writing, between parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this **Agreement** which is not contained herein shall be valid or binding.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS _____ DAY OF _____, 2007.

ATTEST

James D. Yarbrough

County Judge, Galveston County

APPROVED

ATTEST

Julie Masters

Mayor, City of Dickinson

APPROVED

Special Condition

COOPERATIVE WORKING AGREEMENT

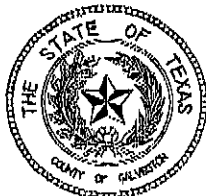
This is to certify that the objectives of the Galveston County Auto Crimes Task Force grant application for fiscal year **2008** funding by the Automobile Theft Prevention Authority have been reviewed and that it is mutually agreed to cooperate to whatever extent is necessary in carrying out the work plan described in that application.

Additionally, the City of Dickinson is cognizant of the rules and regulations governing the operation of the grant and agrees to abide by any and all such rules or special conditions relating to the application.

Signed: _____
Tommy Hansen, Project Director
Galveston County Auto Crimes Task Force
(name of applicant organization or its contractor who operates the program)

Signed: _____
Ron Morales, Chief of Police
City of Dickinson
(name of external organization)

Date: ____/____/____

**THE COUNTY OF GALVESTON****Office of the County Engineer**

123 ROSENBERG, SUITE 4157

GALVESTON, TX 77550

(409) 770-5554 (409) 770-5549 (281) 316-8300

FAX (409) 770-5559

G. MICHAEL FITZGERALD, P.E.
COUNTY ENGINEER

June 7, 2007

To: City of Alvin
City of Dickinson
City of Friendswood
City of League City
City of Santa Fe
City of Texas City
Brazoria County
Galveston Co. Drainage Dist. No. 1
Galveston Co. Consolidated Drainage Dist.
Brazoria C & R No. 3
Brazoria Drainage Dist. No. 4

Re: Dickinson Bayou Clearing
& De-Snagging

Dear Dickinson Bayou Steering Committee Member,

In August 2006 the Dickinson Bayou Steering Committee prepared a feasibility report for de-snagging Dickinson Bayou. The area identified for de-snagging was from IH 45 to Algoa-Friendswood Road. The estimated cost including project information is shown on the attachments.

Galveston County would like to know if your entity will financially support the clearing and de-snagging project for Dickinson Bayou. The operations costs of the Steering Committee are being shared as shown on the attached sheet. The clearing and de-snagging costs may be shared differently depending upon how much benefit each entity receives.

Please call should you have any questions.

Very truly yours,

A handwritten signature in black ink that reads "G. M. Fitzgerald".

G. Michael Fitzgerald, P.E.
County Engineer

GMF/ear

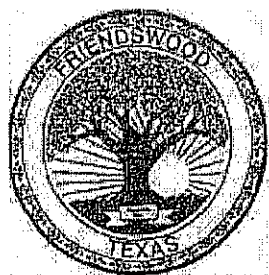
W:\plakinsonbayou\lfr to members 3-16-07

**DICKINSON BAYOU WATERSHED
Proposed Allocation Table**

Project Description:
FY 2007 Operating Expenses

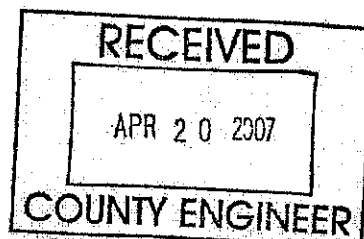
Budget Amount:
\$6,000.00

Entity	Pro-rata Percentage	Pro-rata Cost Responsibility
Galveston County	14%	840.00
Brazoria County	5%	300.00
Galveston Drainage District No. 1	15%	900.00
Galveston Drainage District No. 2	0%	0.00
Galveston County Consolidated Drainage District	5%	300.00
Brazoria C&R No. 3	9%	540.00
Brazoria Drainage District No. 4	1%	60.00
City of Alvin	3%	180.00
City of Dickinson	9%	540.00
City of Friendswood	2%	120.00
City of League City	24%	1,440.00
City of Manvel	0%	0.00
City of Santa Fe	5%	300.00
City of Texas City	14%	840.00
TOTALS	106%	6,360.00



CITY OF FRIENDSWOOD

April 19, 2007



Mr. G. Michael Fitzgerald, P.E.
County Engineer
County of Galveston
123 Rosenberg, Suite 4157
Galveston, TX 77550

Re: Dickinson Bayou Clearing/De-snagging Project

Dear Mr. Fitzgerald:

The City of Friendswood is in receipt of your letter of March 28, 2007 requesting support for the Dickinson Bayou Clearing and De-Snagging project. The City Council discussed this subject at their last meeting, April 16, and a consensus was reached to approve participation in the project.

The City's share of the operations costs of the Steering Committee are shown on the attachment as two percent or \$120. We understand that the project costs will be shared differently depending on how much benefit each entity receives.

Ultimate financial support needed for the total project is subject to the final determination of costs to all parties. Please keep us informed as the project becomes finalized.

Sincerely,

Robert T. McDaniel
City Manager

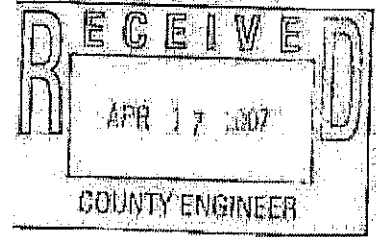
RTM/tsy

Cc Mayor and Council Members
Interim Community Development Director



Galveston County Consolidated Drainage District

April 16, 2007



Galveston County
Office of the County Engineer
123 Rosenberg, Suite 4157
Galveston, Texas 77550

ATTN/ Michael Fitzgerald, P.E.

Dear Mr. Fitzgerald;

At the regular meeting of the Board of Directors for the Galveston County Consolidated Drainage District (the District), held on April 10th, the Board directed me to submit the following:

The District is appreciative of the work your office (and the County in general) has provided in spearheading the selective clearing and de-snagging of Dickinson Bayou. Knowing that a portion of the Bayou that traverses the GCCDD is in desperate need of attention, the District is supportive of a project that would assist them in improving the flows (particularly, high water flows) within that reach of the Bayou.

It is understood that you are currently seeking letters of interest and not looking for financial support at this time. To that end, you may consider the GCCDD as a positive supporter of the Dickinson Bayou Clearing and De-snagging project. As you compile and begin to apply the cost estimations, it is again understood that the participating entities would have an opportunity to re-evaluate their positions. It remains the hope of the District that our participation would continue and, cooperatively a successful program could be achieved mutually benefiting all residents of the Dickinson Bayou watershed.

Please let me know if you have any questions or if I can be of further assistance in this endeavor.

Most Sincerely,

A handwritten signature in black ink, appearing to read "Les Rumburg".

Les Rumburg
General Manager

p/c GCCDD Board of Directors
Al Lentz, GCCDD engineer

1605 Whitaker Drive • Friendswood, Texas 77546
Office 281-482-0404 • Fax 281-482-8505
www.gccdd.dst.tx.us

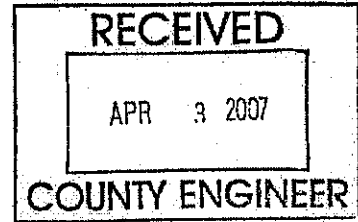
THE CITY OF

TEXAS CITY

MATTHEW T. DOYLE
Mayor

OFFICE OF THE MAYOR

March 28, 2007



Mr. Mike Fitzgerald, County Engineer
Galveston County
123 Rosenberg, Room 4157
Galveston, Texas 77550

Re: Dickinson Bayou Steering Committee) File

Dear Mr. Fitzgerald:

The City of Texas City has reviewed your project plan for cleaning and de-snagging Dickinson Bayou west of I-45. Since this project is not within Texas City and will not positively affect the drainage of Texas City, we will not be able to financially participate.

We are supportive of the Dickinson Bayou Steering Committee efforts and will continue to support those projects that improve Texas City drainage.

Please contact James McWhorter at (409)643-5935 if you have any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read "Matthew T. Doyle".

Matthew T. Doyle
Mayor

Cc: James McWhorter

"QPS - Quality Public Service"

1801 - 9th Avenue North • P.O. Drawer 2608 • Texas City, Texas 77592-2608 • Phone (409) 643-5902 • FAX (409) 949-3090
E-MAIL: mayor-tx@texas-city-tx.org • <http://www.texas-city-tx.org>

ADJOURN