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**COUNCIL REGULAR MEETING  
AGENDA**

January 21, 2026  
6:00 PM

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Robin Collins - Mayor

Darren Broadus      Dustin Oliver      Doug Meisinger      Lee Wallace      Isaac Saldana  
Council Position 1      Council Position 2      Council Position 3      Council Position 4      Council Position 5

- 1. Call to Order and Certification of a Quorum**
- 2. Pledges**
- 3. Moment Of Silence**
- 4. Invitation to Address Council**

(State law prohibits the Mayor and members of the City Council from commenting on any statement or engaging in dialogue without an appropriate agenda item being posted in accordance with the Texas Open Meetings Law. Comments should be directed at the entire Council, not individual members. Engaging in verbal attacks or comments intended to insult, abuse, malign or slander any individual shall be cause for termination of speaking privileges and expulsion from Council Chambers. Your comments are limited to three (3) minutes. Adopted Resolution 2023-04-HB2840.)

- 5. Proclamations, Presentations, Awards, and Community Spotlight**

**5.A.      Proclamation Declaring January 2026 as Human Trafficking Awareness Month in the City of Kemah      Communications and Tourism**

- 6. Mayor's Comments and Announcements**

Announcements concerning items of community interest. No action will be taken.

**7. Council Members' Comments and Announcements**

Announcements concerning items of community interest. No action will be taken.

**8. City Administrator Report**

Announcements concerning items of community interest. No action will be taken.

**8.A. Report on Gulf Coast Transit District Ridership**

**City Administrator**

**9. Reports from Staff**

**9.A. POLICE DEPARTMENT MONTHLY UPDATE**

**Police Department**

**9.B. Building Department Staff Report**

**Building**

**9.C. SAFEbuilt November 2025 Report**

**Building**

**9.D. MUNICIPAL COURT REPORT**

**Municipal Court**

**9.E. Monthly Reports And Sales Tax Report**

**Finance**

**9.F. Human Resources Monthly Report**

**Human Resources**

**9.G. City Secretary Report**

**City Secretary**

**10. Consent Agenda**

**10.A. To Approve the Minutes of the 01/07/26 City Council Workshop Meeting**

**City Secretary**

**10.B. To Approve the Minutes of the 01/07/26 City Council Regular Meeting**

**City Secretary**

**11. Public Hearing(s) and Action Items from Public Hearing(s)**

**11.A. Hold a Public Hearing on the Construction of Linear Park (Gateway Park)**

**City Administrator**

- Open Public Hearing
- Public Comments
- Mayor and Council Deliberation
- Close Public Hearing

11.B. Consideration and Possible Action: To approve Resolution 2026-05 City Administrator

A Resolution of the City Council of the City of Kemah, Texas Authorizing a Project for Economic Development Located in Kemah as Described in Exhibit "A" Under Chapter 505 of the Texas Local Government Code for the Purpose of Economic Development Expenditures and Providing an Effective Date.

1 of 2 Readings

12. Consideration and Possible Action Items

12.A. Consideration and Possible Action Final Replat of Part of Lot 1 Building  
Block 7 Jarboe Addition (Final)

12.B. Consideration and Possible Action to Approve Resolution 2026-03 City Secretary

A RESOLUTION OF THE CITY OF KEMAH, TEXAS, PROVIDING THAT A GENERAL MUNICIPAL ELECTION BE HELD ON MAY 2, 2026, FOR THE PURPOSE OF ELECTING THREE (3) COUNCIL MEMBERS FOR TWO YEAR TERMS, SPECIFICALLY POSITION 1, POSITION 3, AND POSITION 5; AND AUTHORIZING THAT THE ELECTION SHALL BE HELD JOINTLY WITH GALVESTON COUNTY; AND RESOLVING OTHER MATTERS RELATING TO SAID ELECTION

12.C. Consideration and possible action to approve Resolution 2026-06, Police Department

New Body Worn Camera System

Authorization for the City Administrator to submit a grant application to the Texas Office of the Governor in support of Project Clear Vision.

12.D. Consideration and possible action to approve Resolution 2026-07 for New Body Worn Cameras for the Police Department. Police Department

Authorizing the city administrator to apply for and enter into a grant agreement with the Texas Office of the Governor for the FY 2027 Criminal Justice Grant Program.

12.E. Consideration and possible action to approve Resolution 2026-08 for Project Safe Neighborhood to pursue new data and crime analysis software for the Police Department. Police Department

<b>12.F.</b>	<b>Consideration and Possible Action to Approve <u>Ordinance 2026-01</u> regarding parking in front of commercial signage</b>	<b>City Administrator</b>
<b>12.G.</b>	<b>Discussion regarding City's Food Truck Ordinance</b>	<b>City Administrator</b>
<b>12.H.</b>	<b>Discussion regarding Parking Ordinance</b>	<b>City Administrator</b>
<b>12.I.</b>	<b>Approval of a Partnership Agreement with TextMyGov for resident smart texting communication services.</b>	<b>Communications and Tourism</b>
<b>12.J.</b>	<b>Consideration and Possible Action to Award the Contract for RFP, Sealed Bid Project 2025-01 - Professional Grant Administrative Services for Community Development Block Grant - Disaster Recovery (CDBG-DR) Local Communities Program (LCP) to Public Management, Inc.</b>	<b>City Administrator</b>

**13. Executive (Closed) Session(s)**

<b>13.A.</b>	<b>Texas Open Meetings Act, Section 551.074 Government Code - Personnel Matters Discuss Employment, Appointment, or Evaluation of a Public Officer or Employee</b>	<b>Mayor</b>
	<b>City Secretary</b>	

**14. Action Item(s) From Executive Session(s)**

<b>14.A.</b>	<b>Consideration and Possible Action on Personnel Matters Discuss Employment, Appointment, or Evaluation of a Public Officer or Employee, to-wit:</b>	<b>Mayor</b>
	<b>City Secretary</b>	

**15. Adjournment**

**Virtual Meeting Information**  
[\*\*Meeting Live Stream Link\*\*](#)

**Certificate of Notice**

In accordance with the Texas Open Meetings Act the agenda is posted for public information, at all times, for at least 72 hours preceding the scheduled time of the meeting on the bulletin board located on the front exterior wall of the City Hall Building, except in case of emergency meetings or emergency items posted in accordance with law. This facility is wheelchair accessible and accessible parking spaces are available. Requests for other accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (281)334-1611 or Fax (281)334-6583 for further information.

*Natasha Hinton*

Natasha R. Hinton  
City Secretary



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

Texas Criminal and Traffic Law Handbook Penal Code Sec. 38.13 Hindering Proceedings by Disorderly Conduct. A person commits an offense if he intentionally hinders an official proceeding by noise or violent or tumultuous behavior or disturbance. Penal Code Section 42.05 Disrupting Meeting or Procession. A person commits an offense if, with intent to prevent or disrupt a lawful meeting, procession, or gathering, he obstructs or interferes with the meeting, procession, or gathering by physical action or verbal utterance.

NOTICE is hereby given that the presence of a quorum of the Members of Kemah Community Development Corporation (KCDC) at any time during the course of the above-referenced proceeding may constitute a meeting of KCDC pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, by this Notice, the public is hereby advised of said meeting not less than 72 hours in advance of the date, time and location noted above.



Item Number

5.A

**Title**

Proclamation Declaring January 2026 as Human Trafficking Awareness Month in the City of Kemah

**Submitting Department**

Communications and Tourism

**Background/Recommendation**

Human trafficking is a modern-day form of slavery and a serious crime that affects communities nationwide, including within Texas. Victims and survivors may come from any background, and youth and vulnerable populations are particularly at risk.

The attached proclamation recognizes January 2026 as Human Trafficking Awareness Month in the City of Kemah and encourages residents, businesses, and organizations to support prevention efforts, learn the warning signs, and stand with survivors.

The proclamation also acknowledges the work of the Resource & Crisis Center of Galveston County (RCCGC), which provides crisis intervention, advocacy, emergency shelter, and prevention education while partnering with law enforcement and community stakeholders.

**Funding Source**

Not Applicable

**Attachments:**

[Human Trafficking Awareness Month.pdf](#)



# Proclamation



*City of Kemah*

## DECLARING JANUARY 2026 AS HUMAN TRAFFICKING AWARENESS MONTH

**WHEREAS**, human trafficking is a modern-day form of slavery and a grave crime against humanity that involves the exploitation of individuals through force, fraud, or coercion for the purposes of forced labor or commercial sex acts; and

**WHEREAS**, this devastating crime affects communities across the United States, including our own, and victims and survivors come from all backgrounds, races, genders, and socioeconomic statuses, with youth and vulnerable populations being particularly at risk; and

**WHEREAS**, organizations such as the Resource & Crisis Center of Galveston County (RCCGC) play a critical role in combating human trafficking by providing free crisis intervention, advocacy, emergency shelter, and prevention education, while partnering with law enforcement and community stakeholders to raise awareness and support survivors;

**NOW, THEREFORE**, I, Robin Collins, Mayor of the City of Kemah, Texas, do hereby proclaim January 2026, as:

## HUMAN TRAFFICKING AWARENESS MONTH

in the City of Kemah and urge all residents, businesses, and organizations to join in raising awareness, learning the warning signs of human trafficking, supporting prevention efforts, and standing with survivors as we work together to end this crime.

*IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Kemah to be affixed this 21st of January, 2026.*

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Robin Collins, Mayor  
City of Kemah, Texas



Item Number

**8.A**

**Title**

Report on Gulf Coast Transit District Ridership

**Submitting Department**

City Administrator

**Background/Recommendation**

This is the report following the first quarter of service under this agreement. Through the first quarter of service, there were a total of 507 rides provided.

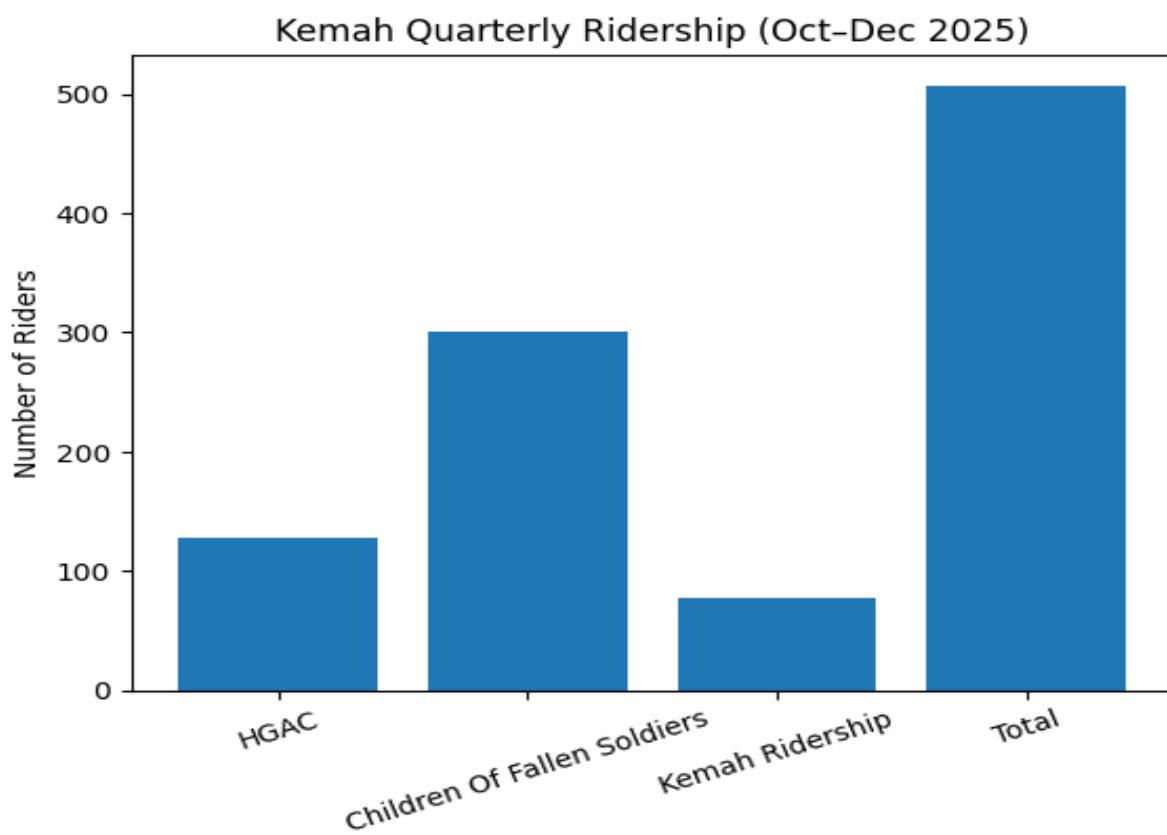
**Funding Source**

Not Applicable

**Attachments:**

[Kemah\\_Quarterly\\_Ridership - Q1 of FY26.pdf](#)

## Kemah Quarterly Ridership (October–December 2025)





Item Number

**9.A**

**Title**

POLICE DEPARTMENT MONTHLY UPDATE

**Submitting Department**

Police Department

**Funding Source**

Not Applicable

**Attachments:**

[CALLS FOR 12-2025.pdf](#)

[YOY DECEMBER 2024.xls](#)

[YOY DECEMBER 2023.xls](#)



# Kemah Police Department

## Call For Service - by Incident Type

12/1/2025 - 12/31/2025

Nature	Count of CFS	Percent of CFS	Total CFS Time	Average CFS Time
911 HANG UP	6	1%	01:00:16	00:10:02
ABANDONED VEHICLE	1	0%	00:53:32	00:53:32
ALARM	13	1%	02:22:36	00:11:53
ANIMAL CALL	6	1%	02:46:56	00:27:49
ASSAULT	2	0%	01:25:27	00:42:43
ASSIST CITIZEN OTHER AGENCY	66	7%	06:10:37	00:27:26
BOMB THREAT	1	0%	02:42:47	02:42:47
COMMUNITY ENGAGEMENT	1	0%	00:26:08	00:26:08
CRIMINAL MISCHIEF	1	0%	00:36:19	00:36:19
DISABLED VEHICLE	13	1%	04:52:09	00:22:28
DISTURBANCE	21	2%	20:48:18	00:59:26
FLAGDOWN	8	1%	01:09:31	00:08:41
FOLLOW UP	13	1%	06:05:36	00:28:07
HARASSMENT	2	0%	00:38:18	00:19:09
INTOXICATED	12	1%	03:40:18	00:18:21
LOST MISSING RECOVERED ABDUCTED	1	0%	00:51:50	00:51:50
LOUD MUSIC NOISE	8	1%	05:50:43	00:43:50
MAJOR ACCIDENT	5	1%	09:12:10	01:50:26
MENTAL HEALTH CONCERN	2	0%	00:24:02	00:12:01
MINOR ACCIDENT	16	2%	06:56:49	00:26:03
NARCOTICS VIOLATION	1	0%	00:46:18	00:46:18
PARKING VIOLATION	5	1%	00:48:46	00:09:45
PATROL ALERT	5	1%	00:58:19	00:11:39
PRISONER PROCESS	38	4%	11:44:29	02:12:13
PRIVATE TOW REPOSESSION	3	0%	01:01:18	00:20:26
PROPERTY LOST RECOVERED	2	0%	00:35:15	00:17:37
RECKLESS DRIVER	14	1%	01:28:38	00:06:19
SUICIDE ATTEMPT PSYCHIATRIC	2	0%	01:07:46	00:33:53
SUSPICIOUS PERSON CIRCUMSTANCE VEHICLE	60	6%	20:19:32	00:20:19
T - Traffic Stop	535	54%	04:37:05	00:11:17
THEFT	6	1%	04:04:54	00:40:49
THREAT TERRORISTIC	2	0%	00:52:20	00:26:10

TRAFFIC HAZARD PROBLEM	19	2%	09:29:43	00:29:59
TRESPASS	3	0%	01:12:33	00:24:11
UNAUTHORIZED USE OF MOTOR VEHICLE	4	0%	05:02:37	01:15:39
UTILITY REQUEST	63	6%	12:54:17	00:12:17
VEHICLE IN DITCH	1	0%	00:00:13	00:00:13
VIOLATION CITY ORDINANCE	12	1%	01:42:20	00:08:31
WARRANT SERVICE	1	0%	00:47:29	00:47:29
WEAPON OFFENSE	1	0%	00:09:22	00:09:22
WELFARE CONCERN	14	1%	04:02:22	00:17:18
WRONG WAY DRIVER	5	1%	00:51:56	00:10:23
<b>Total:</b>	994	100%	19:31:54	00:21:28

YOY\_DECEMBER\_2024

agency	AvgCalltim	AvgDisptim	AvgRespTi	AvgScenet	CallTime	CFS	countcalls	nature
KMPD	836	85	298	453	3343	4	4	911 HANG
KMPD	3314	123	234	2956	16569	5	5	ACCIDENT
KMPD	720	101	157	494	15128	19	21	ALARM BU
KMPD	2365	888	246	1414	21281	9	9	ANIMAL CR
KMPD	4195	113	168	3914	16779	4	4	ASSAULT
KMPD	1772	102	224	1590	44300	20	25	ASSIST BY
KMPD	1178	697	382	869	65985	17	56	ASSIST CI
KMPD	3459	819	423	2216	17293	5	5	BURGLAR
KMPD	2955	187	569	2199	8864	3	3	CRIMINAL
KMPD	10606	191	312	10103	10606	1	1	DEATH IN\
KMPD	2033	443	290	1596	26425	11	13	DISABLED
KMPD	2932	133	150	2710	55707	17	19	DISTURBA
KMPD	1096	0	0	1096	3288	0	3	FLAGDOW
KMPD	1099	40	786	934	6593	3	6	FOLLOW L
KMPD	3404	90	551	2762	6807	2	2	HARASSM
KMPD	1798	57	239	2351	10790	5	6	INTOXICAT
KMPD	691	164	16	511	1382	2	2	LOST MISS
KMPD	1168	289	363	516	16357	14	14	LOUD MUS
KMPD	2241	305	375	1666	67242	30	30	MINOR AC
KMPD	1268	8	0	1267	275214	1	217	PATROL A
KMPD	5212	5602	523	1925	323152	31	62	PRISONER
KMPD	557	542	2	20	5570	10	10	PRIVATE T
KMPD	598	84	98	449	1794	3	3	PROPERT
KMPD	1192	103	289	1050	11920	10	10	RECKLESS
KMPD	3069	218	152	2699	3069	1	1	SEXUAL A
KMPD	1771	121	282	1531	90343	33	51	SUSPICIO
KMPD	2726	112	297	2317	24530	9	9	THEFT
KMPD	2095	189	396	1509	6284	3	3	THREAT T
KMPD	3481	2839	202	1048	38290	10	11	TRAFFIC F
KMPD	837	10	5	835	176629	3	211	TRAFFIC S
KMPD	2365	177	202	1986	4729	2	2	TRESPASS
KMPD	2189	380	314	1495	2189	1	1	UNAUTHO
KMPD	3095	3080	0	281	64997	20	21	UTILITY RE
KMPD	984	1	0	983	44261	0	45	VACATION
KMPD	887	188	249	605	7984	7	9	VIOLATION
KMPD	4944	812	349	3783	4944	1	1	WARRANT
KMPD	2224	131	172	1970	15571	7	7	WEAPONS
KMPD	1603	166	295	1208	32068	20	20	WELFARE

ntsummco	RptOnly	SelfInit	Total
UP	0	0	4
MAJOR	0	0	5
IRGLAR	0	2	21
ONTROL PI	0	0	9
	0	0	4
LAW	0	5	25
TIZEN	0	39	56
Y	0	0	5
MISCHIEF	0	0	3
VESTIGATI	0	0	1
VEHICLE	0	2	13
NCE	0	2	19
N	0	3	3
JP	0	3	6
ENT	0	0	2
TED DRIVE	0	1	6
SING RECC	0	0	2
SIC NOISE	0	0	14
CIDENT	0	0	30
LERT	0	216	217
R PROCES	0	31	62
OW REPO	0	0	10
Y LOST RE	0	0	3
S DRIVER C	0	0	10
SSAULT	0	0	1
US CIRC PI	0	18	51
	0	0	9
ERRORIST	0	0	3
HAZ PROB	0	1	11
STOP	0	208	211
S	0	0	2
RIZED USE	0	0	1
EQUEST	0	1	21
I WATCH	0	45	45
VCITY ORI	0	2	9
SERVICE	0	0	1
S OFFENSE	0	0	7
CONCERN	0	0	20

YOY\_DECEMBER\_2023

agency	AvgCalltim	AvgDisptim	AvgRespTi	AvgScenet	CallTime	CFS	countcalls	nature
KMPD	347	103	0	0	693	2	2	911 HANG
KMPD	3314	51	980	2283	3314	1	1	ABANDON
KMPD	3512	22	10	3480	3512	1	1	ACCIDENT
KMPD	3630	208	226	3196	39933	11	11	ACCIDENT
KMPD	1034	124	258	652	21708	21	21	ALARM BU
KMPD	1299	562	883	75	5197	4	4	ANIMAL CR
KMPD	2031	234	196	1600	6093	3	3	ASSAULT
KMPD	2751	103	246	2749	68778	23	25	ASSIST BY
KMPD	907	519	1179	655	94369	14	104	ASSIST CI
KMPD	93	73	0	20	93	1	1	CIVIL PRO
KMPD	8720	0	0	8719	17439	0	2	COMMUNI
KMPD	3553	272	274	3189	21319	4	6	CRIMINAL
KMPD	3222	134	184	3151	28999	2	9	DISABLED
KMPD	4439	277	379	3783	8877	2	2	DISORDEF
KMPD	4321	117	145	4059	47534	11	11	DISTURBA
KMPD	360	0	0	359	719	0	2	FLAGDOW
KMPD	3259	104	31	2511	22812	2	7	FOLLOW L
KMPD	2309	118	799	1392	2309	1	1	FRAUD
KMPD	3405	349	255	3042	34049	7	10	INTOXICAT
KMPD	1320	408	487	460	15845	12	12	LOUD MUS
KMPD	2615	172	310	2351	96767	36	37	MINOR AC
KMPD	5358	464	4313	581	5358	1	1	PARKING V
KMPD	802	1	0	802	76211	0	95	PATROL A
KMPD	18221	64	6	18151	18221	1	1	POLICE PL
KMPD	1731	1785	47	931	147152	31	85	PRISONER
KMPD	5136	5122	0	14	10271	2	2	PRIVATE T
KMPD	2869	217	602	2049	14343	5	5	PROPERT
KMPD	695	177	217	413	6948	10	10	RECKLESS
KMPD	24698	35	52	24611	24698	1	1	SHOOTINC
KMPD	2352	798	299	1724	105820	26	45	SUSPICIO
KMPD	3570	522	650	2398	28563	8	8	THEFT
KMPD	4479	692	97	3690	4479	1	1	THREAT T
KMPD	1047	152	230	750	14659	13	14	TRAFFIC H
KMPD	770	1	0	769	155450	0	202	TRAFFIC S
KMPD	6543	272	390	5880	32713	5	5	TRESPASS
KMPD	2448	230	318	1900	4895	2	2	UNAUTHO
KMPD	15321	16248	865	809	168534	10	11	UTILITY RE
KMPD	630	0	0	629	1889	0	3	VACATION
KMPD	867	524	345	301	12144	14	14	VIOLATION
KMPD	1708	168	255	1699	5123	3	3	WARRANT
KMPD	1893	101	318	1638	30294	15	16	WELFARE

ntsummco	RptOnly	SelfInit	Total
UP	0	0	2
ED VEHICL	0	0	1
· JAWS RO	0	0	1
· MAJOR	0	0	11
IRGLAR	0	0	21
CONTROL PI	0	0	4
	0	0	3
· LAW	0	2	25
TIZEN	0	90	104
BLEM STA	0	0	1
TY ENGAG	0	2	2
MISCHIEF	0	2	6
VEHICLE	0	7	9
RLY CONDI	0	0	2
INCE	0	0	11
'N	0	2	2
JP	0	5	7
	0	0	1
TED DRIVE	0	3	10
3IC NOISE	0	0	12
CIDENT	0	1	37
VIOLATION	0	0	1
LERT	0	95	95
JRSUIT	0	0	1
R PROCES	0	54	85
· TOW REPO	0	0	2
Y LOST RE	0	0	5
3 DRIVER C	0	0	10
3	0	0	1
US CIRC PI	0	19	45
	0	0	8
ERRORIST	0	0	1
HAZ PROB	0	1	14
STOP	0	202	202
3	0	0	5
RIZED USE	0	0	2
EQUEST	0	1	11
I WATCH	0	3	3
VCITY ORI	0	0	14
· SERVICE	0	0	3
CONCERN	0	1	16



Item Number

**9.B**

**Title**

Building Department Staff Report

**Submitting Department**

Building

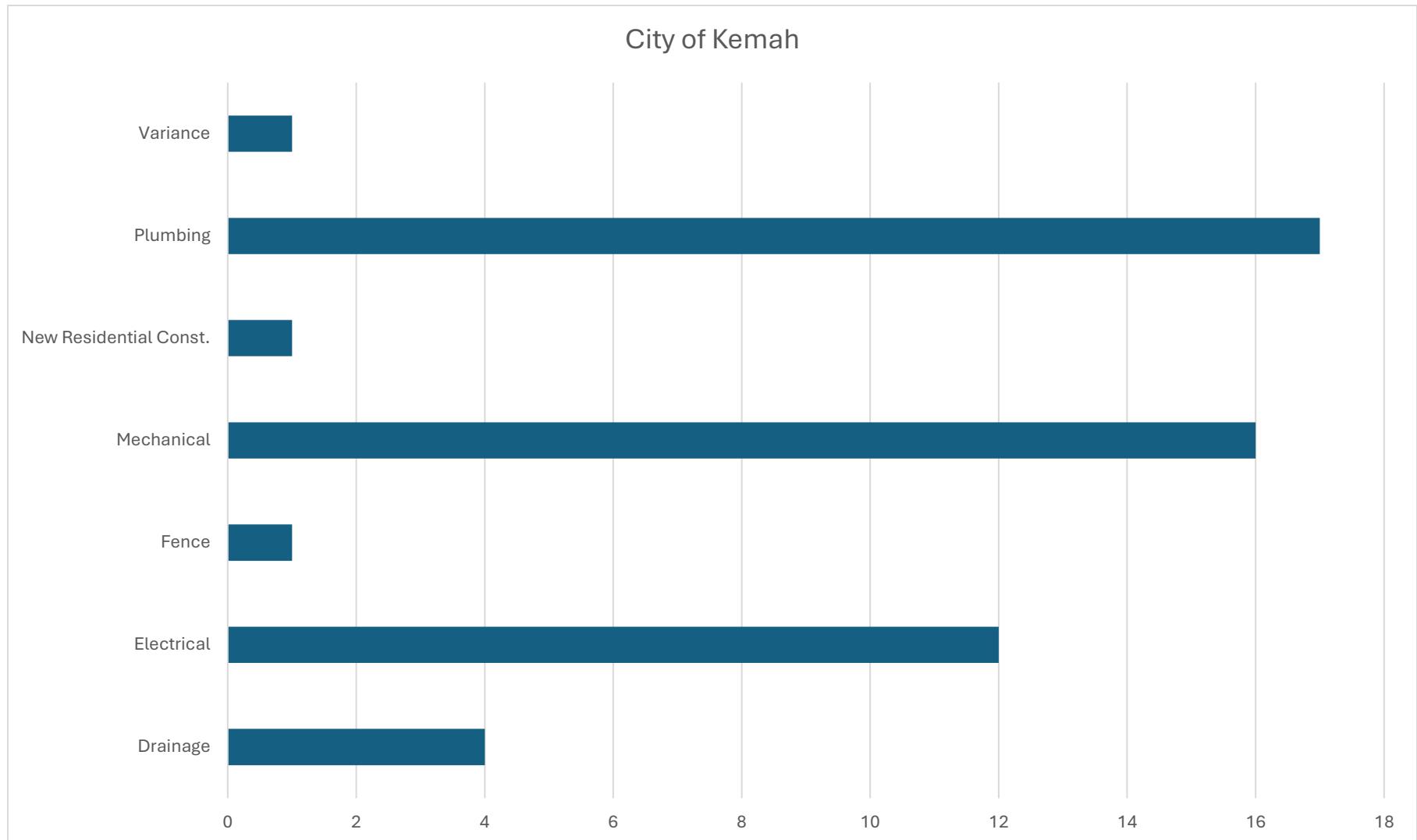
**Funding Source**

Not Applicable

**Attachments:**

[November Permit Chart.pdf](#)

Drainage	4
Electrical	12
Fence	1
Mechanical	16
New Residential Const.	1
Plumbing	17
Variance	1



52 Total Permits Issued

\$9,972.85 Collected



Item Number

**9.C**

**Title**

SAFEbuilt November 2025 Report

**Submitting Department**

Building

**Background/Recommendation**

SAFEbuilt November 2025 Report

**Funding Source**

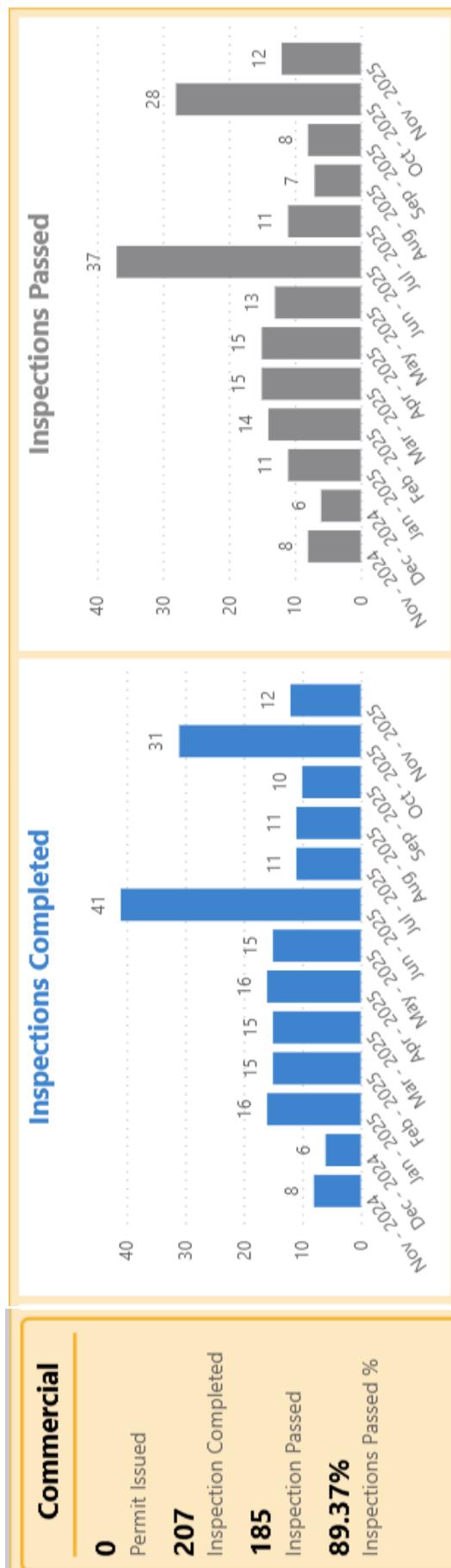
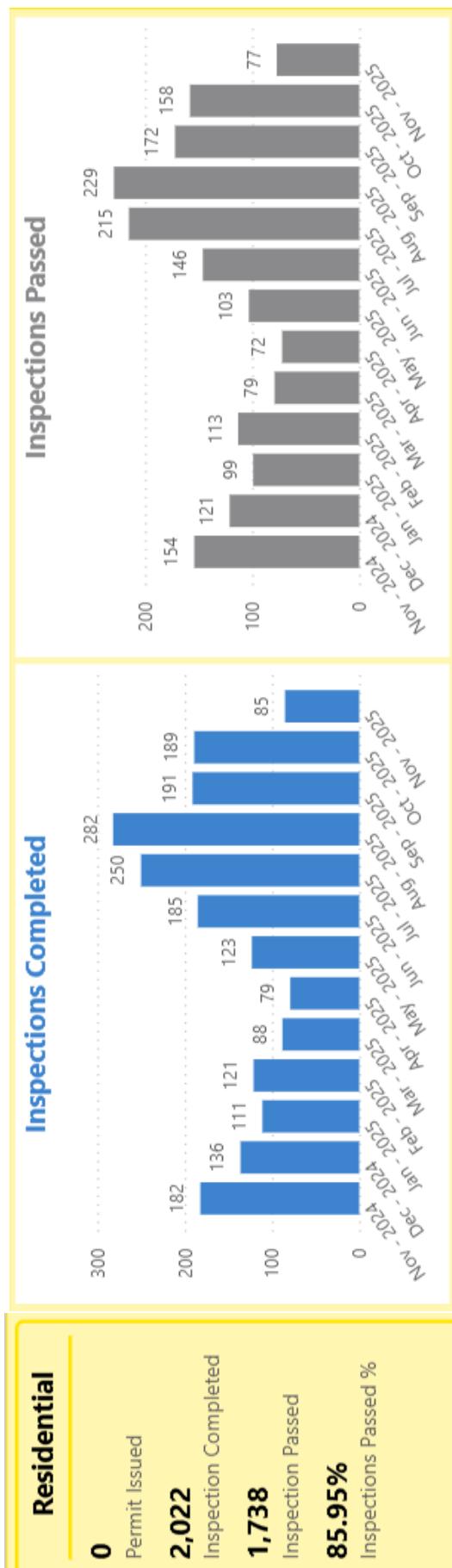
Not Applicable

**Attachments:**

[Kemah Texas November 2025.pdf](#)



# Kemah, Texas Activity Report November 2025



# Kemah, Texas

## Activity Report

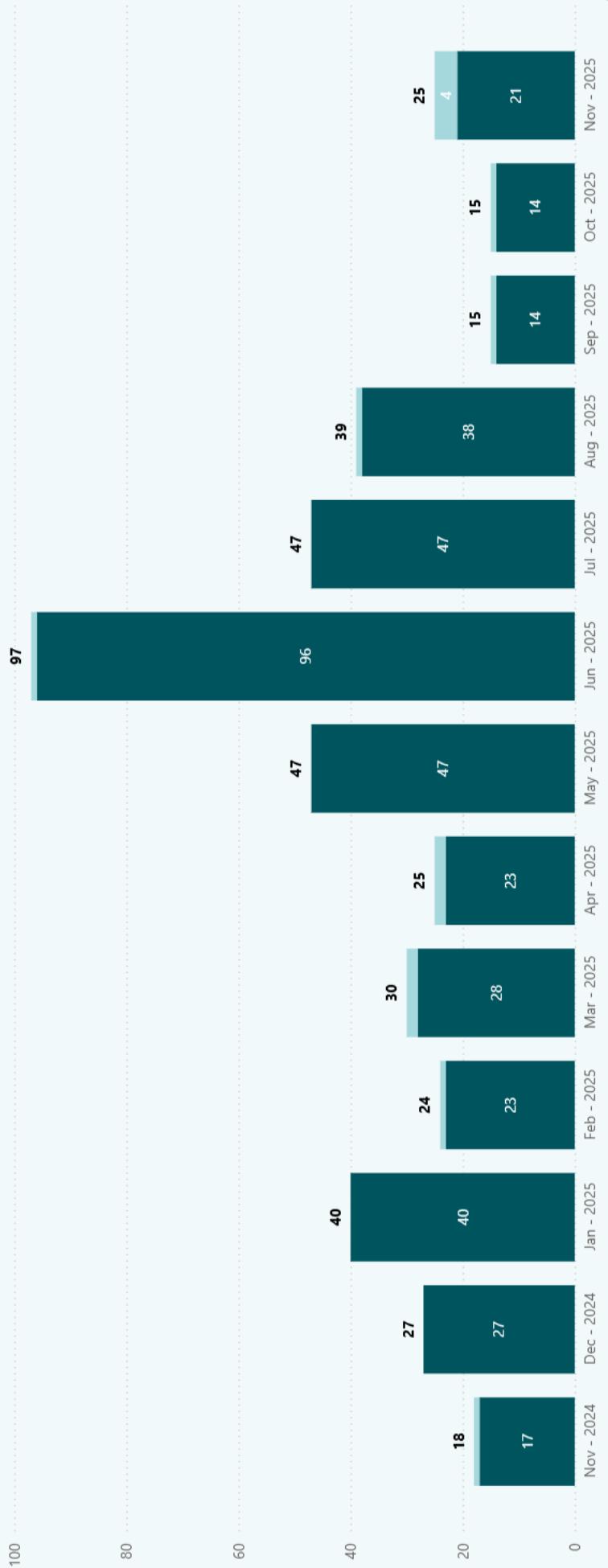
### November 2025



SAFEbuilt®

#### Submittals Completed

● Initial Completed Submittals ● Resubmittals Completed





Item Number

9.D

**Title**

MUNICIPAL COURT REPORT

**Submitting Department**

Municipal Court

**Funding Source**

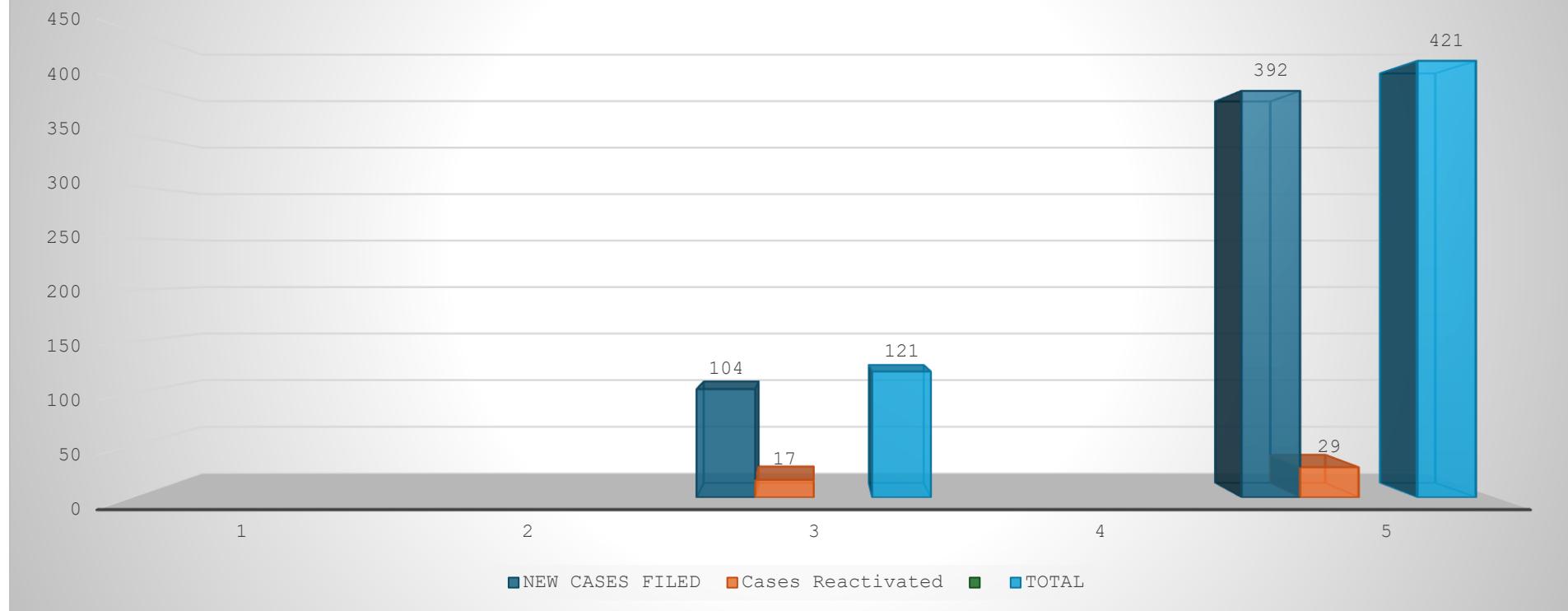
Not Applicable

**Attachments:**

[COUNCIL REPORT DEC 24 DEC 25 COMPARE.docx](#)

## KEMAH MUNICIPAL COURT MONTHLY COMPARISON REPORT

### DECEMBER 2024 -DECEMBER 2025



### CITY OF KEMAH MUNICIPAL COURT DECEMBER 2024-DECEMBER 2025 COMPARISON

	2024	2025
NEW CASES FILED	392	104
CASES REACTIVATED	29	17
TOTAL NEW CASES	421	121



Item Number

9.E

**Title**

Monthly Reports And Sales Tax Report

**Submitting Department**

Finance

**Background/Recommendation**

A snapshot of bank and investment accounts at 12/31/2025. Sales Tax report for the month of December.

**Funding Source**

Not Applicable

**Attachments:**

[CASH INVESTMENTS KEMAH 12-31-25 RM.xlsx](#)

[CHECK REGISTER DECEMBER 2025.pdf](#)

[REVENUE & EXPENSE REPORT DECEMBER 2025.pdf](#)

[DECEMBER 2025 Snapshot.pdf](#)

[DECEMBER 2025 Sales Tax Trend.pdf](#)

City of Kemah  
Cash and Investment Report  
As of December 31, 2025



Security	Owner	Avg. Rate/ Yield	Next Maturity	Original Amnt.	Ending Bal	FYTD Earnings	
						12/31/2025	thru 12/31/25
Texas First Bank - GENERAL FUND 0670	KEMAH	1.4600%	1/31/2026			\$ 339,275.72	1,198.68
Texas First Bank - HOT Fund 3966	KEMAH	0.6500%	1/31/2026			140,761.30	236.59
Texas First Bank - KCDC 0096	KCDC	1.2900%	1/31/2026			253,410.01	490.64
Texas First Bank - CAPITAL PROJECTS 0654	KEMAH	0.1000%	1/31/2026			41,568.45	10.48
Texas First Bank - KPD PRE SEIZED 0574	KEMAH	0.1000%	1/31/2026			6,843.66	1.72
Texas First Bank - KPD EE FUND 0948	KEMAH	0.1000%	1/31/2026			9,251.81	2.34
Texas First Bank - KPD CONTRABAND 1763	KEMAH	0.1000%	1/31/2026			7,748.62	1.96
Texas First Bank - COURT SECURITY 5376	KEMAH	0.1000%	1/31/2026			2,998.50	0.75
Texas First Bank - COURT TECHNOLOGY 8388	KEMAH	0.1000%	1/31/2026			19,157.49	4.83
Texas First Bank - KEMAH GROWTH FUND 4135	KEMAH	0.2500%	1/31/2026			7,487.29	4.72
Texas First Bank - FSA FLEX SPENDING 3987	KEMAH	0.1000%	1/31/2026			5,037.02	1.27
<b>TOTALS TEXAS FIRST BANK</b>						<b>833,539.87</b>	<b>1,953.98</b>
LOGIC - GENERAL FUND	KEMAH	3.9519%	POOLED			975,164.59	19,583.98
LOGIC - KCDC	KCDC	3.9519%	POOLED			2,699,841.40	27,694.49
LOGIC - GROWTH FUND	KEMAH	3.9519%	POOLED			3,009,976.87	26,914.67
LOGIC - CAPITAL PROJECTS	KEMAH	3.9519%	POOLED			167,962.72	1,721.50
LOGIC - HOTEL OCCUPANCY FUND	KEMAH	3.9519%	POOLED			889,969.23	9,121.51
<b>TOTALS LOGIC</b>						<b>7,742,914.81</b>	<b>85,036.15</b>
<b>TOTALS</b>				\$ -	\$ -	<b>\$ 8,576,454.68</b>	<b>\$ 86,990.13</b>

WEIGHTED AVERAGE MATURITY	BOOK VALUE	BOOK X DAYS	DAYS TO MAT.
Texas First Bank - GENERAL FUND	\$ 339,276	31	\$ 10,517,547
Texas First Bank - HOT Fund	\$ 140,761	31	\$ 4,363,600
Texas First Bank - KCDC	\$ 253,410	31	\$ 7,855,710
Texas First Bank - CAPITAL PROJECTS	\$ 41,568	31	\$ 1,288,622
Texas First Bank - KPD PRE SEIZED	\$ 6,844	31	\$ 212,153
Texas First Bank - KPD EE FUND	\$ 9,252	31	\$ 286,806
Texas First Bank - KPD CONTRABAND	\$ 7,749	31	\$ 240,207
Texas First Bank - COURT SECURITY	\$ 2,999	31	\$ 92,954
Texas First Bank - COURT TECHNOLOGY	\$ 19,157	31	\$ 593,882
Texas First Bank - KEMAH GROWTH FUND	\$ 7,487	31	\$ 232,106
Texas First Bank - FSA FLEX SPENDING	\$ 5,037	31	\$ 156,148
LOGIC - GENERAL FUND	\$ 975,165	31	\$ 30,230,102
LOGIC - KCDC	\$ 2,699,841	31	\$ 83,695,083
LOGIC - GROWTH FUND	\$ 3,009,977	31	\$ 93,309,283
LOGIC - CAPITAL PROJECTS	\$ 167,963	31	\$ 5,206,844
LOGIC - HOTEL OCCUPANCY FUND	\$ 889,969	31	\$ 27,589,046
	\$ 8,576,455	31	\$ 265,870,095
			315,240.94

WEIGHTED AVERAGE MATURITY - DAYS = 31.00

WEIGHTED AVERAGE YIELD = 3.6757%

This report is in compliance with the  
City's Investment Policy §5.04 and  
the Reporting and Texas  
Government Code Section  
2256.023.

1/07/2026 3:10 PM

## CHECK RECONCILIATION REGISTER

PAGE: 1

COMPANY: 01 - GENERAL FUND

ACCOUNT: 1008 KPD SEIZURE (CONTRABAND) ACCT

TYPE: All

STATUS: All

FOLIO: All

CHECK DATE: 12/01/2025 THRU 12/31/2025

CLEAR DATE: 0/00/0000 THRU 99/99/9999

STATEMENT: 0/00/0000 THRU 99/99/9999

VOIDED DATE: 0/00/0000 THRU 99/99/9999

AMOUNT: 0.00 THRU 999,999,999.99

CHECK NUMBER: 000000 THRU 999999

ACCOUNT --DATE-- --TYPE-- NUMBER -----DESCRIPTION----- ---AMOUNT--- STATUS FOLIO CLEAR DATE

EFT:

1008 12/31/2025 EFT INTEREST TFB VAR DEC 2025 0.66 OUTSTND G 0/00/0000

TOTALS FOR ACCOUNT 1008

CHECK	TOTAL:	0.00
DEPOSIT	TOTAL:	0.00
INTEREST	TOTAL:	0.00
MISCELLANEOUS	TOTAL:	0.00
SERVICE CHARGE	TOTAL:	0.00
EFT	TOTAL:	0.66
BANK-DRAFT	TOTAL:	0.00

1/07/2026 3:10 PM

## CHECK RECONCILIATION REGISTER

PAGE: 2

COMPANY: 01 - GENERAL FUND

ACCOUNT: 1010 COURT SECURITY CHECKING

TYPE: All

STATUS: All

FOLIO: All

CHECK DATE: 12/01/2025 THRU 12/31/2025

CLEAR DATE: 0/00/0000 THRU 99/99/9999

STATEMENT: 0/00/0000 THRU 99/99/9999

VOIDED DATE: 0/00/0000 THRU 99/99/9999

AMOUNT: 0.00 THRU 999,999,999.99

CHECK NUMBER: 000000 THRU 999999

ACCOUNT --DATE-- --TYPE-- NUMBER -----DESCRIPTION----- ---AMOUNT--- STATUS FOLIO CLEAR DATE

EFT:

1010 12/31/2025 EFT INTEREST TFB VAR DEC 2025 0.25 OUTSTND G 0/00/0000

TOTALS FOR ACCOUNT 1010

CHECK	TOTAL:	0.00
DEPOSIT	TOTAL:	0.00
INTEREST	TOTAL:	0.00
MISCELLANEOUS	TOTAL:	0.00
SERVICE CHARGE	TOTAL:	0.00
EFT	TOTAL:	0.25
BANK-DRAFT	TOTAL:	0.00

1/07/2026 3:10 PM

## CHECK RECONCILIATION REGISTER

PAGE: 3

COMPANY: 01 - GENERAL FUND

ACCOUNT: 1011 GENERAL FUND - TEXAS

TYPE: All

STATUS: All

FOLIO: All

CHECK DATE: 12/01/2025 THRU 12/31/2025

CLEAR DATE: 0/00/0000 THRU 99/99/9999

STATEMENT: 0/00/0000 THRU 99/99/9999

VOIDED DATE: 0/00/0000 THRU 99/99/9999

AMOUNT: 0.00 THRU 999,999,999.99

CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
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BANK DRAFT:

1011	12/12/2025	BANK-DRAFT000514	INTERNAL REVENUE SERVICE	28,821.54CR	OUTSTND	A	0/00/0000
1011	12/12/2025	BANK-DRAFT000515	TX CHILD SUPPORT SDU	1,435.63CR	OUTSTND	A	0/00/0000
1011	12/12/2025	BANK-DRAFT000516	EQUITABLE-RETIREMENT	149.26CR	OUTSTND	A	0/00/0000
1011	12/12/2025	BANK-DRAFT000517	SAFE 2 PLAY-CERTIFIED MATTERS	511.38CR	OUTSTND	A	0/00/0000
1011	12/12/2025	BANK-DRAFT000518	GRAVIE, INC	542.05CR	OUTSTND	A	0/00/0000
1011	12/24/2025	BANK-DRAFT000519	INTERNAL REVENUE SERVICE	24,741.78CR	OUTSTND	A	0/00/0000
1011	12/24/2025	BANK-DRAFT000520	TX CHILD SUPPORT SDU	1,435.63CR	OUTSTND	A	0/00/0000
1011	12/24/2025	BANK-DRAFT000521	EQUITABLE-RETIREMENT	149.26CR	OUTSTND	A	0/00/0000
1011	12/24/2025	BANK-DRAFT000522	GRAVIE, INC	1,053.43CR	OUTSTND	A	0/00/0000

CHECK:

1011	12/04/2025	CHECK	010663	'AYALA-CLEANING FEE REFUND	250.00CR	OUTSTND	A	0/00/0000
1011	12/04/2025	CHECK	010664	ACE IMAGEWEAR	133.00CR	OUTSTND	A	0/00/0000
1011	12/04/2025	CHECK	010665	AMERICAN FENCE	824.69CR	OUTSTND	A	0/00/0000
1011	12/04/2025	CHECK	010666	AUTO ZONE, INC.	63.36CR	OUTSTND	A	0/00/0000
1011	12/04/2025	CHECK	010667	BLUE 360 MEDIA, LLC	104.95CR	OUTSTND	A	0/00/0000
1011	12/04/2025	CHECK	010668	BONNER, MATTHEW	1,020.00CR	OUTSTND	A	0/00/0000
1011	12/04/2025	CHECK	010669	BROOKSWATSON & COMPANY, PLLC	5,500.00CR	OUTSTND	A	0/00/0000
1011	12/04/2025	CHECK	010670	CANON FINANCIAL SERVICES, INC	3,466.56CR	OUTSTND	A	0/00/0000
1011	12/04/2025	CHECK	010671	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1011	12/04/2025	CHECK	010672	CIVICPLUS	18,874.80CR	OUTSTND	A	0/00/0000
1011	12/04/2025	CHECK	010673	COMCAST BUSINESS	872.56CR	OUTSTND	A	0/00/0000
1011	12/04/2025	CHECK	010674	COP STOP	396.00CR	OUTSTND	A	0/00/0000
1011	12/04/2025	CHECK	010675	D & D PEST CONTROL	150.00CR	OUTSTND	A	0/00/0000
1011	12/04/2025	CHECK	010676	THE REINALT-THOMAS CORP	785.56CR	OUTSTND	A	0/00/0000
1011	12/04/2025	CHECK	010677	EDS LANDSCAPING	103.60CR	OUTSTND	A	0/00/0000
1011	12/04/2025	CHECK	010678	GALVESTON COUNTY DAILY NEWS	2,413.95CR	OUTSTND	A	0/00/0000
1011	12/04/2025	CHECK	010679	GULF COAST GFOAT REGION 14	100.00CR	OUTSTND	A	0/00/0000
1011	12/04/2025	CHECK	010680	GERRI ALFARO	272.24CR	OUTSTND	A	0/00/0000
1011	12/04/2025	CHECK	010681	GREGG & GREGG ATTORNEYS A	5,100.00CR	OUTSTND	A	0/00/0000
1011	12/04/2025	CHECK	010682	HARRIS COUNTY ACCOUNTS RECEIVA	3,032.20CR	OUTSTND	A	0/00/0000
1011	12/04/2025	CHECK	010683	ISOLVED, INC	63.00CR	OUTSTND	A	0/00/0000
1011	12/04/2025	CHECK	010684	JKER, LLC	450.00CR	OUTSTND	A	0/00/0000
1011	12/04/2025	CHECK	010685	KELLY PEELER	1,375.00CR	OUTSTND	A	0/00/0000
1011	12/04/2025	CHECK	010686	KEMAH COACH	210.00CR	OUTSTND	A	0/00/0000
1011	12/04/2025	CHECK	010687	KEMAH HARDWARE	117.88CR	OUTSTND	A	0/00/0000
1011	12/04/2025	CHECK	010688	KINSER, LEANNA	272.24CR	OUTSTND	A	0/00/0000
1011	12/04/2025	CHECK	010689	LAWNS & SPRINKLERS USA	5,333.33CR	OUTSTND	A	0/00/0000
1011	12/04/2025	CHECK	010690	LEWIS BRISBOIS BISGAARD & SMIT	11.00CR	OUTSTND	A	0/00/0000
1011	12/04/2025	CHECK	010691	LINEBARGER GOOGAN BLAIR & SAMP	1,774.05CR	OUTSTND	A	0/00/0000
1011	12/04/2025	CHECK	010692	O&M HOLDINGS, INC/ OMNIKLEAN	635.50CR	OUTSTND	A	0/00/0000
1011	12/04/2025	CHECK	010693	ON THE WAY ELECTRICAL LLC.	862.99CR	OUTSTND	A	0/00/0000
1011	12/04/2025	CHECK	010694	PROTECH AUTOMOTIVE	2,198.50CR	OUTSTND	A	0/00/0000
1011	12/04/2025	CHECK	010695	PUBLIC MANAGEMENT	9,000.00CR	OUTSTND	A	0/00/0000

1/07/2026 3:10 PM

## CHECK RECONCILIATION REGISTER

PAGE: 4

COMPANY: 01 - GENERAL FUND

ACCOUNT: 1011 GENERAL FUND - TEXAS

TYPE: All

STATUS: All

FOLIO: All

CHECK DATE: 12/01/2025 THRU 12/31/2025

CLEAR DATE: 0/00/0000 THRU 99/99/9999

STATEMENT: 0/00/0000 THRU 99/99/9999

VOIDED DATE: 0/00/0000 THRU 99/99/9999

AMOUNT: 0.00 THRU 999,999,999.99

CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
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CHECK:

1011	12/04/2025	CHECK	010696	RAYMOND GARIVEY	200.50CR	OUTSTND	A	0/00/0000
1011	12/04/2025	CHECK	010697	RUIZ, TRAMAINA	393.90CR	OUTSTND	A	0/00/0000
1011	12/04/2025	CHECK	010698	STAPLES	443.10CR	OUTSTND	A	0/00/0000
1011	12/04/2025	CHECK	010699	916 TEXAS COMPLETE AUTO REPAIR	2,125.20CR	OUTSTND	A	0/00/0000
1011	12/04/2025	CHECK	010700	TURNER, JOI	488.78CR	OUTSTND	A	0/00/0000
1011	12/04/2025	CHECK	010701	TYLER TECHNOLOGIES, INC.	3,551.17CR	OUTSTND	A	0/00/0000
1011	12/04/2025	CHECK	010702	UNIFIRST CORPORATION	999.94CR	OUTSTND	A	0/00/0000
1011	12/04/2025	CHECK	010703	VERIZON WIRELESS	113.99CR	OUTSTND	A	0/00/0000
1011	12/04/2025	CHECK	010704	VITAL RECORDS CONTROL	163.71CR	OUTSTND	A	0/00/0000
1011	12/04/2025	CHECK	010705	GALVESTON CO WCID #12	1,038.53CR	OUTSTND	A	0/00/0000
1011	12/04/2025	CHECK	010706	VOID CHECK	0.00	OUTSTND	A	0/00/0000
1011	12/04/2025	CHECK	010707	XEROX FINANCIAL SERVICES, LLC	1,045.20CR	OUTSTND	A	0/00/0000
1011	12/04/2025	CHECK	010709	AYALA, ANA	500.00CR	OUTSTND	A	0/00/0000
1011	12/11/2025	CHECK	010710	SPECIAL EVENTS HOUSTON	5,028.00CR	OUTSTND	A	0/00/0000

DEPOSIT:

1011	12/02/2025	DEPOSIT		CASH 12/02/2025	2,793.00	OUTSTND	C	0/00/0000
1011	12/02/2025	DEPOSIT	000001	Credit Card Payment 12/02/2025	1,857.83	OUTSTND	C	0/00/0000
1011	12/02/2025	DEPOSIT	000002	Online Paymnets 12/02/2025	1,131.00	OUTSTND	C	0/00/0000
1011	12/03/2025	DEPOSIT		Online Paymnets 12/03/2025	1,188.00	OUTSTND	C	0/00/0000
1011	12/03/2025	DEPOSIT	000001	Online Paymnets 12/03/2025	1,374.30	OUTSTND	C	0/00/0000
1011	12/04/2025	DEPOSIT		Online Paymnets 12/04/2025	663.00	OUTSTND	C	0/00/0000
1011	12/04/2025	DEPOSIT	000001	Online Paymnets 12/04/2025	3,125.30	OUTSTND	C	0/00/0000
1011	12/05/2025	DEPOSIT		CASH 12/05/2025	54,525.00	OUTSTND	C	0/00/0000
1011	12/05/2025	DEPOSIT	000001	Credit Card Payment 12/05/2025	658.26	OUTSTND	C	0/00/0000
1011	12/05/2025	DEPOSIT	000002	Online Paymnets 12/05/2025	2,809.10	OUTSTND	C	0/00/0000
1011	12/08/2025	DEPOSIT		CASH 12/08/2025	100.00	OUTSTND	C	0/00/0000
1011	12/08/2025	DEPOSIT	000001	Credit Card Payment 12/08/2025	169.74	OUTSTND	C	0/00/0000
1011	12/08/2025	DEPOSIT	000002	Online Paymnets 12/08/2025	2,436.00	OUTSTND	C	0/00/0000
1011	12/08/2025	DEPOSIT	000003	Online Paymnets 12/08/2025	583.00	OUTSTND	C	0/00/0000
1011	12/11/2025	DEPOSIT		CASH 12/11/2025	215.00	OUTSTND	C	0/00/0000
1011	12/11/2025	DEPOSIT	000001	Credit Card Payment 12/11/2025	1,007.06	OUTSTND	C	0/00/0000
1011	12/11/2025	DEPOSIT	000002	CASH 12/11/2025	729.00	OUTSTND	C	0/00/0000
1011	12/11/2025	DEPOSIT	000003	Credit Card Payment 12/11/2025	6,197.30	OUTSTND	C	0/00/0000
1011	12/11/2025	DEPOSIT	000004	CASH 12/11/2025	260.00	OUTSTND	C	0/00/0000
1011	12/11/2025	DEPOSIT	000005	Credit Card Payment 12/11/2025	2,438.47	OUTSTND	C	0/00/0000
1011	12/11/2025	DEPOSIT	000006	Online Paymnets 12/11/2025	3,892.20	OUTSTND	C	0/00/0000
1011	12/11/2025	DEPOSIT	000007	Online Paymnets 12/11/2025	2,641.40	OUTSTND	C	0/00/0000
1011	12/11/2025	DEPOSIT	000008	Online Paymnets 12/11/2025	711.00	OUTSTND	C	0/00/0000
1011	12/11/2025	DEPOSIT	000009	Online Paymnets 12/11/2025	2,237.40	OUTSTND	C	0/00/0000
1011	12/15/2025	DEPOSIT		CASH 12/15/2025	1,065.00	OUTSTND	C	0/00/0000
1011	12/15/2025	DEPOSIT	000001	Credit Card Payment 12/15/2025	4,700.97	OUTSTND	C	0/00/0000
1011	12/15/2025	DEPOSIT	000002	Online Paymnets 12/15/2025	1,492.90	OUTSTND	C	0/00/0000
1011	12/15/2025	DEPOSIT	000003	Online Paymnets 12/15/2025	497.00	OUTSTND	C	0/00/0000

1/07/2026 3:10 PM

## CHECK RECONCILIATION REGISTER

PAGE: 5

COMPANY: 01 - GENERAL FUND

ACCOUNT: 1011 GENERAL FUND - TEXAS

TYPE: All

STATUS: All

FOLIO: All

CHECK DATE: 12/01/2025 THRU 12/31/2025

CLEAR DATE: 0/00/0000 THRU 99/99/9999

STATEMENT: 0/00/0000 THRU 99/99/9999

VOIDED DATE: 0/00/0000 THRU 99/99/9999

AMOUNT: 0.00 THRU 999,999,999.99

CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
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## DEPOSIT:

1011	12/15/2025	DEPOSIT	000004	Online Paymnets 12/15/2025	409.00	OUTSTND	C	0/00/0000
1011	12/16/2025	DEPOSIT		CASH 12/16/2025	681.00	OUTSTND	C	0/00/0000
1011	12/16/2025	DEPOSIT	000001	Credit Card Payment 12/16/2025	2,095.88	OUTSTND	C	0/00/0000
1011	12/16/2025	DEPOSIT	000002	Online Paymnets 12/16/2025	1,006.00	OUTSTND	C	0/00/0000
1011	12/17/2025	DEPOSIT		CASH 12/17/2025	279.00	OUTSTND	C	0/00/0000
1011	12/17/2025	DEPOSIT	000001	Credit Card Payment 12/17/2025	1,025.69	OUTSTND	C	0/00/0000
1011	12/17/2025	DEPOSIT	000002	Online Paymnets 12/17/2025	1,894.50	OUTSTND	C	0/00/0000
1011	12/18/2025	DEPOSIT		Credit Card Payment 12/18/2025	778.32	OUTSTND	C	0/00/0000
1011	12/18/2025	DEPOSIT	000001	Online Paymnets 12/18/2025	934.00	OUTSTND	C	0/00/0000
1011	12/18/2025	DEPOSIT	000002	Online Paymnets 12/18/2025	231.00	OUTSTND	C	0/00/0000
1011	12/19/2025	DEPOSIT		CASH 12/19/2025	579.00	OUTSTND	C	0/00/0000
1011	12/19/2025	DEPOSIT	000001	Credit Card Payment 12/19/2025	778.32	OUTSTND	C	0/00/0000
1011	12/19/2025	DEPOSIT	000002	Online Paymnets 12/19/2025	1,202.30	OUTSTND	C	0/00/0000
1011	12/22/2025	DEPOSIT		CASH 12/22/2025	2,036.00	OUTSTND	C	0/00/0000
1011	12/22/2025	DEPOSIT	000001	Credit Card Payment 12/22/2025	9,261.18	OUTSTND	C	0/00/0000
1011	12/22/2025	DEPOSIT	000002	Online Paymnets 12/22/2025	1,368.00	OUTSTND	C	0/00/0000
1011	12/22/2025	DEPOSIT	000003	Online Paymnets 12/22/2025	1,774.00	OUTSTND	C	0/00/0000
1011	12/22/2025	DEPOSIT	000004	Online Paymnets 12/22/2025	231.00	OUTSTND	C	0/00/0000
1011	12/23/2025	DEPOSIT		CASH 12/23/2025	5,400.00	OUTSTND	C	0/00/0000
1011	12/23/2025	DEPOSIT	000001	Credit Card Payment 12/23/2025	1,032.72	OUTSTND	C	0/00/0000
1011	12/23/2025	DEPOSIT	000002	Credit Card Payment 12/23/2025	149.04	OUTSTND	C	0/00/0000
1011	12/23/2025	DEPOSIT	000003	Online Paymnets 12/23/2025	767.90	OUTSTND	C	0/00/0000
1011	12/23/2025	DEPOSIT	000004	Online Paymnets 12/23/2025	3,184.09	OUTSTND	C	0/00/0000
1011	12/29/2025	DEPOSIT		CASH 12/29/2025	249.00	OUTSTND	C	0/00/0000
1011	12/29/2025	DEPOSIT	000001	Online Paymnets 12/29/2025	814.00	OUTSTND	C	0/00/0000
1011	12/29/2025	DEPOSIT	000002	Online Paymnets 12/29/2025	409.00	OUTSTND	C	0/00/0000
1011	12/29/2025	DEPOSIT	000003	Online Paymnets 12/29/2025	2,862.70	OUTSTND	C	0/00/0000
1011	12/29/2025	DEPOSIT	000004	Online Paymnets 12/29/2025	898.90	OUTSTND	C	0/00/0000
1011	12/29/2025	DEPOSIT	000005	Online Paymnets 12/29/2025	831.40	OUTSTND	C	0/00/0000
1011	12/29/2025	DEPOSIT	000006	Online Paymnets 12/29/2025	885.00	OUTSTND	C	0/00/0000
1011	12/30/2025	DEPOSIT		CASH 12/30/2025	19,528.00	OUTSTND	C	0/00/0000
1011	12/30/2025	DEPOSIT	000001	Credit Card Payment 12/30/2025	469.89	OUTSTND	C	0/00/0000
1011	12/30/2025	DEPOSIT	000002	Online Paymnets 12/30/2025	890.00	OUTSTND	C	0/00/0000
1011	12/31/2025	DEPOSIT		CASH 12/31/2025	313.30	OUTSTND	C	0/00/0000
1011	12/31/2025	DEPOSIT	000001	Credit Card Payment 12/31/2025	629.28	OUTSTND	C	0/00/0000
1011	12/31/2025	DEPOSIT	000002	Online Paymnets 12/31/2025	1,301.00	OUTSTND	C	0/00/0000
1011	12/31/2025	DEPOSIT	000003	CASH 12/31/2025	240.00	OUTSTND	C	0/00/0000
1011	12/31/2025	DEPOSIT	000004	Online Paymnets 12/31/2025	753.00	OUTSTND	C	0/00/0000
1011	12/31/2025	DEPOSIT	000005	Online Paymnets 12/31/2025	1,396.00	OUTSTND	C	0/00/0000
1011	12/31/2025	DEPOSIT	000006	MYGOV PMTS 12/31/2025	6,520.37	OUTSTND	C	0/00/0000

## EFT:

1011	12/09/2025	EFT	000173	KEMAH PEACE OFFICER'S ASSOC	195.00CR	OUTSTND	A	0/00/0000
1011	12/12/2025	EFT	000174	TMRS	35,887.53CR	OUTSTND	A	0/00/0000

1/07/2026 3:10 PM

## CHECK RECONCILIATION REGISTER

PAGE: 6

COMPANY: 01 - GENERAL FUND  
 ACCOUNT: 1011 GENERAL FUND - TEXAS  
 TYPE: All  
 STATUS: All  
 FOLIO: All

CHECK DATE: 12/01/2025 THRU 12/31/2025  
 CLEAR DATE: 0/00/0000 THRU 99/99/9999  
 STATEMENT: 0/00/0000 THRU 99/99/9999  
 VOIDED DATE: 0/00/0000 THRU 99/99/9999  
 AMOUNT: 0.00 THRU 999,999,999.99  
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
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EFT:

1011	12/15/2025	EFT		SALES TAX DEC 2025	419,628.01	OUTSTND	G	0/00/0000
1011	12/15/2025	EFT	000001	SALES TAX DEC 2025	104,907.00CR	OUTSTND	G	0/00/0000
1011	12/19/2025	EFT		MIXED BEVERAGE DEC 2025	20,668.45	OUTSTND	G	0/00/0000
1011	12/23/2025	EFT	000175	KEMAH PEACE OFFICER'S ASSOC	195.00CR	OUTSTND	A	0/00/0000
1011	12/31/2025	EFT		AD VALOREM TAX DEC 2025	166,463.28	OUTSTND	G	0/00/0000
1011	12/31/2025	EFT	000001	INTEREST TFB DEC 2025	537.83	OUTSTND	G	0/00/0000
1011	12/31/2025	EFT	000002	CENTERPOINT FRANCH FEE DEC 25	26,147.78	OUTSTND	G	0/00/0000
1011	12/31/2025	EFT	000003	PARKING LOT REVENUE DEC 25	21.35	OUTSTND	G	0/00/0000
1011	12/31/2025	EFT	000004	PARKING LOT REVENUE DEC 25	3,107.13	OUTSTND	G	0/00/0000

MISCELLANEOUS:

1011	12/12/2025	MISC.		PAYROLL DIRECT DEPOSIT	88,095.90CR	OUTSTND	P	0/00/0000
1011	12/24/2025	MISC.		PAYROLL DIRECT DEPOSIT	77,395.06CR	OUTSTND	P	0/00/0000

TOTALS FOR ACCOUNT 1011

CHECK	TOTAL:	81,858.98CR
DEPOSIT	TOTAL:	177,587.01
INTEREST	TOTAL:	0.00
MISCELLANEOUS	TOTAL:	165,490.96CR
SERVICE CHARGE	TOTAL:	0.00
EFT	TOTAL:	495,389.30
BANK-DRAFT	TOTAL:	58,839.96CR

1/07/2026 3:10 PM

## CHECK RECONCILIATION REGISTER

PAGE: 7

COMPANY: 01 - GENERAL FUND

ACCOUNT: 1016 INVESTMENT POOL-LOGIC

TYPE: All

STATUS: All

FOLIO: All

CHECK DATE: 12/01/2025 THRU 12/31/2025

CLEAR DATE: 0/00/0000 THRU 99/99/9999

STATEMENT: 0/00/0000 THRU 99/99/9999

VOIDED DATE: 0/00/0000 THRU 99/99/9999

AMOUNT: 0.00 THRU 999,999,999.99

CHECK NUMBER: 000000 THRU 999999

ACCOUNT --DATE-- --TYPE-- NUMBER -----DESCRIPTION----- ----AMOUNT--- STATUS FOLIO CLEAR DATE

EFT:

1016 12/31/2025 EFT LOGIC INTEREST GF DEC 25 2,705.71 OUTSTND G 0/00/0000

TOTALS FOR ACCOUNT 1016

CHECK	TOTAL:	0.00
DEPOSIT	TOTAL:	0.00
INTEREST	TOTAL:	0.00
MISCELLANEOUS	TOTAL:	0.00
SERVICE CHARGE	TOTAL:	0.00
EFT	TOTAL:	2,705.71
BANK-DRAFT	TOTAL:	0.00

1/07/2026 3:10 PM

## CHECK RECONCILIATION REGISTER

PAGE: 8

COMPANY: 01 - GENERAL FUND

ACCOUNT: 1018 KPD EMPLOYEE ACCT

TYPE: All

STATUS: All

FOLIO: All

CHECK DATE: 12/01/2025 THRU 12/31/2025

CLEAR DATE: 0/00/0000 THRU 99/99/9999

STATEMENT: 0/00/0000 THRU 99/99/9999

VOIDED DATE: 0/00/0000 THRU 99/99/9999

AMOUNT: 0.00 THRU 999,999,999.99

CHECK NUMBER: 000000 THRU 999999

ACCOUNT --DATE-- --TYPE-- NUMBER -----DESCRIPTION----- ---AMOUNT--- STATUS FOLIO CLEAR DATE

EFT:

1018 12/31/2025 EFT INTEREST TFB VAR DEC 2025 0.79 OUTSTND G 0/00/0000

TOTALS FOR ACCOUNT 1018

CHECK	TOTAL:	0.00
DEPOSIT	TOTAL:	0.00
INTEREST	TOTAL:	0.00
MISCELLANEOUS	TOTAL:	0.00
SERVICE CHARGE	TOTAL:	0.00
EFT	TOTAL:	0.79
BANK-DRAFT	TOTAL:	0.00

1/07/2026 3:10 PM

## CHECK RECONCILIATION REGISTER

PAGE: 9

COMPANY: 01 - GENERAL FUND  
 ACCOUNT: 1024 COURT TECHNOLOGY FUND  
 TYPE: All  
 STATUS: All  
 FOLIO: All

CHECK DATE: 12/01/2025 THRU 12/31/2025  
 CLEAR DATE: 0/00/0000 THRU 99/99/9999  
 STATEMENT: 0/00/0000 THRU 99/99/9999  
 VOIDED DATE: 0/00/0000 THRU 99/99/9999  
 AMOUNT: 0.00 THRU 999,999,999.99  
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
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EFT:

1024	12/31/2025	EFT		INTEREST TFB VAR DEC 2025	1.63	OUTSTND	G	0/00/0000
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TOTALS FOR ACCOUNT 1024

CHECK	TOTAL:	0.00
DEPOSIT	TOTAL:	0.00
INTEREST	TOTAL:	0.00
MISCELLANEOUS	TOTAL:	0.00
SERVICE CHARGE	TOTAL:	0.00
EFT	TOTAL:	1.63
BANK-DRAFT	TOTAL:	0.00

1/07/2026 3:10 PM

## CHECK RECONCILIATION REGISTER

PAGE: 10

COMPANY: 01 - GENERAL FUND

ACCOUNT: 1025 KPD PRE SEIZED ACCOUNT

TYPE: All

STATUS: All

FOLIO: All

CHECK DATE: 12/01/2025 THRU 12/31/2025

CLEAR DATE: 0/00/0000 THRU 99/99/9999

STATEMENT: 0/00/0000 THRU 99/99/9999

VOIDED DATE: 0/00/0000 THRU 99/99/9999

AMOUNT: 0.00 THRU 999,999,999.99

CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	DESCRIPTION					----AMOUNT----	STATUS	FOLIO	CLEAR DATE
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EFT:

1025	12/31/2025	EFT		INTEREST	TFB	VAR	DEC	2025	0.58	OUTSTND	G	0/00/0000
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TOTALS FOR ACCOUNT 1025

CHECK	TOTAL:	0.00
DEPOSIT	TOTAL:	0.00
INTEREST	TOTAL:	0.00
MISCELLANEOUS	TOTAL:	0.00
SERVICE CHARGE	TOTAL:	0.00
EFT	TOTAL:	0.58
BANK-DRAFT	TOTAL:	0.00

TOTALS FOR GENERAL FUND

CHECK	TOTAL:	81,858.98CR
DEPOSIT	TOTAL:	177,587.01
INTEREST	TOTAL:	0.00
MISCELLANEOUS	TOTAL:	165,490.96CR
SERVICE CHARGE	TOTAL:	0.00
EFT	TOTAL:	498,098.92
BANK-DRAFT	TOTAL:	58,839.96CR

1/07/2026 3:10 PM

## CHECK RECONCILIATION REGISTER

PAGE: 11

COMPANY: 04 - HOTEL &amp; MOTEL FUND

ACCOUNT: 1002 HOTEL FUNDS - TEXAS FIRST BANK

TYPE: All  
 STATUS: All  
 FOLIO: All

CHECK DATE: 12/01/2025 THRU 12/31/2025  
 CLEAR DATE: 0/00/0000 THRU 99/99/9999  
 STATEMENT: 0/00/0000 THRU 99/99/9999  
 VOIDED DATE: 0/00/0000 THRU 99/99/9999  
 AMOUNT: 0.00 THRU 999,999,999.99  
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
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CHECK:

1002	12/04/2025	CHECK	001018	DEKRA-LITE INDUSTRIES INC	24,930.28CR	OUTSTND	A	0/00/0000
1002	12/04/2025	CHECK	001019	GALVESTON CO WCID #12	260.79CR	OUTSTND	A	0/00/0000

DEPOSIT:

1002	12/11/2025	DEPOSIT		CASH 12/11/2025	3,080.08	OUTSTND	C	0/00/0000
1002	12/22/2025	DEPOSIT		CASH 12/22/2025	858.13	OUTSTND	C	0/00/0000
1002	12/30/2025	DEPOSIT		CASH 12/30/2025	5,261.37	OUTSTND	C	0/00/0000

EFT:

1002	12/31/2025	EFT		INTEREST TFB DEC 2025	79.00	OUTSTND	G	0/00/0000
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TOTALS FOR ACCOUNT 1002

CHECK	TOTAL:	25,191.07CR
DEPOSIT	TOTAL:	9,199.58
INTEREST	TOTAL:	0.00
MISCELLANEOUS	TOTAL:	0.00
SERVICE CHARGE	TOTAL:	0.00
EFT	TOTAL:	79.00
BANK-DRAFT	TOTAL:	0.00

1/07/2026 3:10 PM

## CHECK RECONCILIATION REGISTER

PAGE: 12

COMPANY: 04 - HOTEL &amp; MOTEL FUND

ACCOUNT: 1006 HOT - LOGIC INVESTMENT POOL

TYPE: All  
 STATUS: All  
 FOLIO: All

CHECK DATE: 12/01/2025 THRU 12/31/2025  
 CLEAR DATE: 0/00/0000 THRU 99/99/9999  
 STATEMENT: 0/00/0000 THRU 99/99/9999  
 VOIDED DATE: 0/00/0000 THRU 99/99/9999  
 AMOUNT: 0.00 THRU 999,999,999.99  
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
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EFT:

1006	12/31/2025 EFT	LOGIC HOT INTEREST DEC 2025	2,976.87	OUTSTND	G	0/00/0000
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TOTALS FOR ACCOUNT 1006

CHECK	TOTAL:	0.00
DEPOSIT	TOTAL:	0.00
INTEREST	TOTAL:	0.00
MISCELLANEOUS	TOTAL:	0.00
SERVICE CHARGE	TOTAL:	0.00
EFT	TOTAL:	2,976.87
BANK-DRAFT	TOTAL:	0.00

TOTALS FOR HOTEL &amp; MOTEL FUND

CHECK	TOTAL:	25,191.07CR
DEPOSIT	TOTAL:	9,199.58
INTEREST	TOTAL:	0.00
MISCELLANEOUS	TOTAL:	0.00
SERVICE CHARGE	TOTAL:	0.00
EFT	TOTAL:	3,055.87
BANK-DRAFT	TOTAL:	0.00

1/07/2026 3:10 PM

## CHECK RECONCILIATION REGISTER

PAGE: 13

COMPANY: 06 - KCDC  
 ACCOUNT: 1001 KCDC CHECKING  
 TYPE: All  
 STATUS: All  
 FOLIO: All

CHECK DATE: 12/01/2025 THRU 12/31/2025  
 CLEAR DATE: 0/00/0000 THRU 99/99/9999  
 STATEMENT: 0/00/0000 THRU 99/99/9999  
 VOIDED DATE: 0/00/0000 THRU 99/99/9999  
 AMOUNT: 0.00 THRU 999,999,999.99  
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
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CHECK:

1001	12/04/2025	CHECK	003212	BAY AREA HOUSTON ECONOMIC PART	15,000.00CR	OUTSTND	A	0/00/0000
1001	12/04/2025	CHECK	003213	STATUS MARKETING LLC DBA BAY A	875.00CR	OUTSTND	A	0/00/0000
1001	12/04/2025	CHECK	003214	NOMAD SYSTEMS, LLC	15,000.00CR	OUTSTND	A	0/00/0000
1001	12/04/2025	CHECK	003215	TOMATO GROUP, LLC	64,459.93CR	OUTSTND	A	0/00/0000

EFT:

1001	12/15/2025	EFT		SALES TAX DEC 2025	104,907.00	OUTSTND	G	0/00/0000
1001	12/31/2025	EFT		INTEREST TFB DEC 2025	254.79	OUTSTND	G	0/00/0000

TOTALS FOR ACCOUNT 1001

CHECK	TOTAL:	95,334.93CR
DEPOSIT	TOTAL:	0.00
INTEREST	TOTAL:	0.00
MISCELLANEOUS	TOTAL:	0.00
SERVICE CHARGE	TOTAL:	0.00
EFT	TOTAL:	105,161.79
BANK-DRAFT	TOTAL:	0.00

1/07/2026 3:10 PM

## CHECK RECONCILIATION REGISTER

PAGE: 14

COMPANY: 06 - KCDC  
 ACCOUNT: 1006 KCDC-LOGIC INVESTMENT POOL  
 TYPE: All  
 STATUS: All  
 FOLIO: All

CHECK DATE: 12/01/2025 THRU 12/31/2025  
 CLEAR DATE: 0/00/0000 THRU 99/99/9999  
 STATEMENT: 0/00/0000 THRU 99/99/9999  
 VOIDED DATE: 0/00/0000 THRU 99/99/9999  
 AMOUNT: 0.00 THRU 999,999,999.99  
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
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EFT:

1006	12/31/2025 EFT	LOGIC KCDC	INTEREST DEC 2025	9,030.74	OUTSTND	G	0/00/0000
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TOTALS FOR ACCOUNT 1006

CHECK	TOTAL:	0.00
DEPOSIT	TOTAL:	0.00
INTEREST	TOTAL:	0.00
MISCELLANEOUS	TOTAL:	0.00
SERVICE CHARGE	TOTAL:	0.00
EFT	TOTAL:	9,030.74
BANK-DRAFT	TOTAL:	0.00

TOTALS FOR KCDC

CHECK	TOTAL:	95,334.93CR
DEPOSIT	TOTAL:	0.00
INTEREST	TOTAL:	0.00
MISCELLANEOUS	TOTAL:	0.00
SERVICE CHARGE	TOTAL:	0.00
EFT	TOTAL:	114,192.53
BANK-DRAFT	TOTAL:	0.00

1/07/2026 3:10 PM

## CHECK RECONCILIATION REGISTER

PAGE: 15

COMPANY: 09 - CAPITAL PROJECTS  
 ACCOUNT: 1001 CAPITAL PROJECTS  
 TYPE: All  
 STATUS: All  
 FOLIO: All

CHECK DATE: 12/01/2025 THRU 12/31/2025  
 CLEAR DATE: 0/00/0000 THRU 99/99/9999  
 STATEMENT: 0/00/0000 THRU 99/99/9999  
 VOIDED DATE: 0/00/0000 THRU 99/99/9999  
 AMOUNT: 0.00 THRU 999,999,999.99  
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	DESCRIPTION					----AMOUNT----	STATUS	FOLIO	CLEAR DATE
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EFT:

1001	12/31/2025	EFT		INTEREST	TFB	VAR	DEC	2025	3.53	OUTSTND	G	0/00/0000
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TOTALS FOR ACCOUNT 1001

CHECK	TOTAL:	0.00
DEPOSIT	TOTAL:	0.00
INTEREST	TOTAL:	0.00
MISCELLANEOUS	TOTAL:	0.00
SERVICE CHARGE	TOTAL:	0.00
EFT	TOTAL:	3.53
BANK-DRAFT	TOTAL:	0.00

1/07/2026 3:10 PM

## CHECK RECONCILIATION REGISTER

PAGE: 16

COMPANY: 09 - CAPITAL PROJECTS

ACCOUNT: 1016 INVESTMENT POOL - LOGIC

TYPE: All

STATUS: All

FOLIO: All

CHECK DATE: 12/01/2025 THRU 12/31/2025

CLEAR DATE: 0/00/0000 THRU 99/99/9999

STATEMENT: 0/00/0000 THRU 99/99/9999

VOIDED DATE: 0/00/0000 THRU 99/99/9999

AMOUNT: 0.00 THRU 999,999,999.99

CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
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EFT:

1016	12/31/2025	EFT	LOGIC	INTEREST CAP DEC 2025	561.81	OUTSTND	G	0/00/0000
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TOTALS FOR ACCOUNT 1016

CHECK	TOTAL:	0.00
DEPOSIT	TOTAL:	0.00
INTEREST	TOTAL:	0.00
MISCELLANEOUS	TOTAL:	0.00
SERVICE CHARGE	TOTAL:	0.00
EFT	TOTAL:	561.81
BANK-DRAFT	TOTAL:	0.00

TOTALS FOR CAPITAL PROJECTS

CHECK	TOTAL:	0.00
DEPOSIT	TOTAL:	0.00
INTEREST	TOTAL:	0.00
MISCELLANEOUS	TOTAL:	0.00
SERVICE CHARGE	TOTAL:	0.00
EFT	TOTAL:	565.34
BANK-DRAFT	TOTAL:	0.00

1/07/2026 3:10 PM

## CHECK RECONCILIATION REGISTER

PAGE: 17

COMPANY: 11 - KEMAH GROWTH FUND

ACCOUNT: 1006 GROWTH - LOGIC INVESTMNT POOL

CHECK DATE: 12/01/2025 THRU 12/31/2025

TYPE: All

CLEAR DATE: 0/00/0000 THRU 99/99/9999

STATUS: All

STATEMENT: 0/00/0000 THRU 99/99/9999

FOLIO: All

VOIDED DATE: 0/00/0000 THRU 99/99/9999

AMOUNT: 0.00 THRU 999,999,999.99

CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
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EFT:

1006	12/31/2025	EFT	LOGIC GROWTH INTEREST DEC 25	9,976.87	OUTSTND	G	0/00/0000
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TOTALS FOR ACCOUNT 1006

CHECK	TOTAL:	0.00
DEPOSIT	TOTAL:	0.00
INTEREST	TOTAL:	0.00
MISCELLANEOUS	TOTAL:	0.00
SERVICE CHARGE	TOTAL:	0.00
EFT	TOTAL:	9,976.87
BANK-DRAFT	TOTAL:	0.00

TOTALS FOR KEMAH GROWTH FUND

CHECK	TOTAL:	0.00
DEPOSIT	TOTAL:	0.00
INTEREST	TOTAL:	0.00
MISCELLANEOUS	TOTAL:	0.00
SERVICE CHARGE	TOTAL:	0.00
EFT	TOTAL:	9,976.87
BANK-DRAFT	TOTAL:	0.00

CITY OF KEMAH  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2025

01 -GENERAL FUND  
FINANCIAL SUMMARY

							% OF YEAR COMPLETED: 25.00
	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD ACTUAL
<u>REVENUE SUMMARY</u>							
TAXES	5,568,110	528,000.52	1,267,206.08	1,184,799.31	0.00	4,300,904.05	22.76
FINES & FORFEITURES	533,450	47,093.16	141,327.50	76,349.98	0.00	392,122.50	26.49
POLICE REVENUE	0	0.00	0.00	0.00	0.00	0.00	0.00
MANAGEMENT FEES	155,000	0.00	0.00	18,750.00	0.00	155,000.00	0.00
LICENSES & PERMITS	399,200	77,070.37	373,032.43	107,453.76	0.00	26,167.57	93.44
OTHER INCOME	302,500	27,394.16	93,205.84	112,104.04	0.00	209,294.16	30.81
GRANTS/DONATIONS	357,142	0.00	0.00	0.00	0.00	357,142.00	0.00
OTHER SOURCES & USES	296,894	0.00	0.00	0.00	0.00	296,894.00	0.00
<b>TOTAL REVENUES</b>	<b>7,612,296</b>	<b>679,558.21</b>	<b>1,874,771.85</b>	<b>1,499,457.09</b>	<b>0.00</b>	<b>5,737,524.28</b>	<b>24.63</b>
<u>EXPENDITURE SUMMARY</u>							
ADMINISTRATION	2,295,751	198,766.24	524,191.04	2,213,588.27	0.00	1,771,560.30	22.83
CITY SECRETARY	275,856	29,384.14	64,100.08	39,309.24	0.00	211,755.78	23.24
COMMUNICATIONS/MARKETING	233,250	22,529.63	41,548.69	24,261.17	0.00	191,701.61	17.81
MUNICIPAL COURT	254,837	23,194.04	57,866.83	60,951.58	0.00	196,969.89	22.71
IT	216,572	43,355.75	60,439.75	19,092.02	0.00	156,132.27	27.91
PUBLIC WORKS	1,166,130	69,188.37	182,875.24	172,227.00	0.00	983,254.76	15.68
POLICE	3,147,944	192,790.80	728,527.55	568,274.86	0.00	2,419,416.93	23.14
<b>TOTAL EXPENDITURES</b>	<b>7,590,341</b>	<b>579,208.97</b>	<b>1,659,549.18</b>	<b>3,097,704.14</b>	<b>0.00</b>	<b>5,930,791.54</b>	<b>21.86</b>
<b>REVENUE OVER/ (UNDER) EXPENDITURES</b>	<b>21,955</b>	<b>100,349.24</b>	<b>215,222.67</b>	<b>( 1,598,247.05)</b>	<b>0.00</b>	<b>( 193,267.26)</b>	

CITY OF KEMAH  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2025

01 -GENERAL FUND

% OF YEAR COMPLETED: 25.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET	% YTD ACTUAL
						BALANCE	
<b>TAXES</b>							
4011	AD VALOREM TAXES - CURRENT	1,359,019	166,463.28	224,861.18	178,491.96	0.00	1,134,157.95 16.55
4015	AD VALOREM TAXES - DELINQUENT	0	0.00	0.00	0.00	0.00	0.00 0.00
4016	TAX PENALTY/INTEREST	0	0.00	0.00	0.00	0.00	0.00 0.00
4020	CENTERPOINT ENTERGY	150,000	26,147.78	55,094.30	50,346.34	0.00	94,905.70 36.73
4021	FRONTIER/VERIZON	1,000	0.00	0.00	223.17	0.00	1,000.00 0.00
4022	AMERI WASTE FRANCHISE FEES	20,000	0.00	9,935.65	6,051.42	0.00	10,064.35 49.68
4023	COMCAST FRANCHISE FEES	30,000	0.00	6,754.52	9,215.82	0.00	23,245.48 22.52
4024	MISC. FRANCHISE FEES	2,500	0.00	513.06	654.80	0.00	1,986.94 20.52
4025	MIXED BEVERAGE TAX	215,000	20,668.45	58,039.57	54,504.99	0.00	156,960.43 27.00
4035	SALES TAX	3,790,591	314,721.01	912,007.80	885,310.81	0.00	2,878,583.20 24.06
4036	KCDC SALES TAX	0	0.00	0.00	0.00	0.00	0.00 0.00
4038	GUARANTEED SHOPS OF KEMAH	0	0.00	0.00	0.00	0.00	0.00 0.00
4039	KCDC PORTION OF SHOPS OF KEMAH	0	0.00	0.00	0.00	0.00	0.00 0.00
	TOTAL TAXES	5,568,110	528,000.52	1,267,206.08	1,184,799.31	0.00	4,300,904.05 22.76
<b>FINES &amp; FORFEITURES</b>							
4101	COURT TAX RETAINER	1,000	75.00	87.50	374.81	0.00	912.50 8.75
4103	SERVICE FEES - COURT	10,000	0.00	6,188.88	878.77	0.00	3,811.12 61.89
4104	LINEBARGER FEES	30,000	2,403.83	7,130.00	7,213.18	0.00	22,870.00 23.77
4105	FINES & FORFEITURES	326,000	37,879.67	108,126.20	55,336.32	0.00	217,873.80 33.17
4106	OMNI FEES	1,000	83.73	215.88	286.29	0.00	784.12 21.59
4107	SECURITY FUND REVENUE	6,000	0.00	63.70	1,597.24	0.00	5,936.30 1.06
4109-0010	TIME PYMT FEE (10.00)	2,000	148.42	821.29	539.48	0.00	1,178.71 41.06
4109-0025	TIME PYMT FEE (2.50)	150	0.00	2.50	49.96	0.00	147.50 1.67
4110	WARRANT FEES	140,000	1,150.00	3,748.90	4,874.10	0.00	136,251.10 2.68
4110-1	SUMMONS FEE	0	0.00	0.00	0.00	0.00	0.00 0.00
4111	TECHNOLOGY FUND REVENUE	5,000	0.00	52.00	1,368.64	0.00	4,948.00 1.04
4113	MUNICIPAL JURY FUND	100	26.93	77.36	30.05	0.00	22.64 77.36
4114	LOCAL TRUANCY PREVENTION FUND	5,500	1,347.37	3,866.91	1,502.01	0.00	1,633.09 70.31
4115	COURT CREDIT CARD FEE	6,500	1,466.45	3,921.48	2,274.07	0.00	2,578.52 60.33
4118	CT JUDICIAL FUND	100	8.40	19.77	25.06	0.00	80.23 19.77
4119	LOCAL YOUTH ADMIN FEE	100	0.00	0.00	0.00	0.00	100.00 0.00
4121	INTEREST INCOME - LEASE	0	0.00	0.00	0.00	0.00	0.00 0.00
4122	COURT TECH & SECURITY FUND	0	2,503.36	7,005.13	0.00	0.00 (	7,005.13) 0.00
4123	INTEREST INCOME - LEASE	0	0.00	0.00	0.00	0.00	0.00 0.00
4125	EGRANT STEP REVENUE	0	0.00	0.00	0.00	0.00	0.00 0.00
4151	POLICE DONATED FUNDS	0	0.00	0.00	0.00	0.00	0.00 0.00
4156	TRANS FROM SECURITY FUND BAL	0	0.00	0.00	0.00	0.00	0.00 0.00
4157	TRAN.IN - TECHNOLOGY FUND BAL	0	0.00	0.00	0.00	0.00	0.00 0.00
	TOTAL FINES & FORFEITURES	533,450	47,093.16	141,327.50	76,349.98	0.00	392,122.50 26.49
<b>POLICE REVENUE</b>							
4215	POLICE REPORTS	0	0.00	0.00	0.00	0.00	0.00 0.00
4216	LEOSE TRAINING	0	0.00	0.00	0.00	0.00	0.00 0.00
4219	POLICE OFFICER REVENUES	0	0.00	0.00	0.00	0.00	0.00 0.00
4220	REIMB. BULLET PROOF VESTS PROG	0	0.00	0.00	0.00	0.00	0.00 0.00
4221	POLICE TRAINING FUNDS	0	0.00	0.00	0.00	0.00	0.00 0.00

CITY OF KEMAH  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2025

01 -GENERAL FUND

% OF YEAR COMPLETED: 25.00

REVENUES		CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD ACTUAL
4222	POLICE DONATIONS	0	0.00	0.00	0.00	0.00	0.00	0.00
4226	CHILD SAFETY	0	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL POLICE REVENUE	0	0.00	0.00	0.00	0.00	0.00	0.00
<u>MANAGEMENT FEES</u>								
4307	CITY PORTION OF COURT FINES	0	0.00	0.00	0.00	0.00	0.00	0.00
4311	KCDC MANAGEMENT FEE	100,000	0.00	0.00	6,250.00	0.00	100,000.00	0.00
4312	HOTEL MANAGEMENT FEE	40,000	0.00	0.00	10,000.00	0.00	40,000.00	0.00
4313	KCDC FACILITIES MGMT FEES	0	0.00	0.00	0.00	0.00	0.00	0.00
4314	HOTEL FACILITIES MGMT FEES	15,000	0.00	0.00	2,500.00	0.00	15,000.00	0.00
	TOTAL MANAGEMENT FEES	155,000	0.00	0.00	18,750.00	0.00	155,000.00	0.00
<u>LICENSES &amp; PERMITS</u>								
4400	PERMITS & LICENSES	350,000	71,470.37	365,282.43	97,328.76	0.00	( 15,282.43)	104.37
4401	ALCOHOLIC BEVERAGE PERMIT	0	0.00	0.00	0.00	0.00	0.00	0.00
4402	SIGN PERMIT	0	0.00	450.00	0.00	0.00	( 450.00)	0.00
4405	BURGLAR ALARM REGISTRATION	1,000	50.00	200.00	50.00	0.00	800.00	20.00
4406	STREET CULVERTS	0	0.00	0.00	0.00	0.00	0.00	0.00
4407	BUSINESS REGISTRATION	200	50.00	50.00	75.00	0.00	150.00	25.00
4409	FIRE INSPECTIONS	30,000	5,500.00	7,050.00	1,400.00	0.00	22,950.00	23.50
4411	STR PERMIT FEES	10,000	0.00	0.00	7,650.00	0.00	10,000.00	0.00
4430	PEDDLER PERMIT	0	0.00	0.00	0.00	0.00	0.00	0.00
4440	TAXI CAB PERMIT	0	0.00	0.00	0.00	0.00	0.00	0.00
4445	WRECKER PERMIT	8,000	0.00	0.00	950.00	0.00	8,000.00	0.00
	TOTAL LICENSES & PERMITS	399,200	77,070.37	373,032.43	107,453.76	0.00	26,167.57	93.44
<u>OTHER INCOME</u>								
4505	SALE OF FIXED ASSETS	0	0.00	0.00	2,525.00	0.00	0.00	0.00
4510	SALE OF PROPERTY	0	0.00	0.00	0.00	0.00	0.00	0.00
4512	CLEAR CHANNEL LEASE	50,000	18,750.00	37,500.00	15,000.00	0.00	12,500.00	75.00
4513	EVENTS	3,300	0.00	1,200.00	0.00	0.00	2,100.00	36.36
4514	PROCEEDS FROM TRADE IN	0	0.00	0.00	0.00	0.00	0.00	0.00
4515	OPEN RECORDS REQUEST	500	157.80	163.80	29.00	0.00	336.20	32.76
4516	INTEREST	41,000	3,247.88	15,012.05	23,940.58	0.00	25,987.95	36.61
4517	COMMUNITY CENTER RENTAL	20,000	650.00	2,750.00	5,800.00	0.00	17,250.00	13.75
4518	PARKING LOT REVENUE	108,000	3,128.48	19,714.11	25,172.09	0.00	88,285.89	18.25
4520	INSURANCE REIMBURSEMENTS	0	0.00	120.00	0.00	0.00	( 120.00)	0.00
4521	RENTAL INCOME	64,400	1,200.00	3,600.00	11,933.34	0.00	60,800.00	5.59
4530	PROCEEDS FROM LEASE	0	0.00	0.00	0.00	0.00	0.00	0.00
4580	RECYCLING REVENUE	300	0.00	0.00	208.12	0.00	300.00	0.00
4590	MISC. INCOME	0	260.00	3,536.60	7,995.91	0.00	( 3,536.60)	0.00
4592	PROCEEDS FROM AUCTION ITEMS	0	0.00	0.00	0.00	0.00	0.00	0.00
4593	FIRE REIMBURSEMENT	0	0.00	0.00	0.00	0.00	0.00	0.00
4594	GCMA REVENUE	15,000	0.00	0.00	19,500.00	0.00	15,000.00	0.00
4600	FIRE DEPT REIMBURSEMENT	0	0.00	9,609.28	0.00	0.00	( 9,609.28)	0.00
4601	TCDP PLANNING GRANTS	0	0.00	0.00	0.00	0.00	0.00	0.00
4602	TCDP SEWER INFILTRATION GRANT	0	0.00	0.00	0.00	0.00	0.00	0.00
4610	FEMA REIMBURSEMENT	0	0.00	0.00	0.00	0.00	0.00	0.00
4611	CARES ACT/TX EMERGENCY MGMT	0	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL OTHER INCOME	302,500	27,394.16	93,205.84	112,104.04	0.00	209,294.16	30.81

CITY OF KEMAH  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2025

01 -GENERAL FUND

REVENUES	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF YEAR COMPLETED: 25.00	% YTD ACTUAL
<b>GRANTS/DONATIONS</b>								
4800	OPIOID ABATEMENT SETTLEMENT	0	0.00	0.00	0.00	0.00	0.00	0.00
4804	GRANT PROCEEDS	55,042	0.00	0.00	0.00	55,042.00	0.00	
4815	7TH & 8TH STREET DRAINAGE	0	0.00	0.00	0.00	0.00	0.00	0.00
4890	HOT TRANSFER IN COMM& MKTG	142,600	0.00	0.00	0.00	142,600.00	0.00	
4895	KCDC TRANSFER IN	159,500	0.00	0.00	0.00	159,500.00	0.00	
	TOTAL GRANTS/DONATIONS	<u>357,142</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>357,142.00</u>	<u>0.00</u>
<b>OTHER SOURCES &amp; USES</b>								
4901	TRANSFER IN - FUND BALANCE	296,894	0.00	0.00	0.00	296,894.00	0.00	
	TOTAL OTHER SOURCES & USES	<u>296,894</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>296,894.00</u>	<u>0.00</u>
	TOTAL REVENUES	<u>7,612,296</u>	<u>679,558.21</u>	<u>1,874,771.85</u>	<u>1,499,457.09</u>	<u>0.00</u>	<u>5,737,524.28</u>	<u>24.63</u>
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CITY OF KEMAH  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2025

01 -GENERAL FUND

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF YEAR COMPLETED: 25.00	% YTD ACTUAL							
<b>ADMINISTRATION</b>															
<b>=====</b>															
<b>PERSONNEL SERVICES</b>															
510-5125 CAR ALLOWANCE	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
510-5150 CELL PHONE ALLOWANCE	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
510-5210 EMERGENCY OPERATIONS	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
510-5270 INSURANCE BENEFITS	40,500	3,196.66	9,405.38	10,434.05	0.00	31,094.62	23.22								
510-5270.01FISCAL YEAR 2023 EXPENDITURE	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
510-5275 UNEMPLOYMENT	1,400	0.00	0.00	0.00	0.00	1,400.00	0.00								
510-5280 WORKERS COMP	6,030	0.00	6,028.43	3,231.93	0.00	1.57	99.97								
510-5280.1 WORKERS COMP - FIRE	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
510-5370 PAYROLL TAX	37,288	2,718.20	9,887.21	10,556.89	0.00	27,401.18	26.52								
510-5400 RETIREMENT ADMINISTRATION	33,500	2,427.86	8,758.01	9,136.94	0.00	24,741.99	26.14								
510-5410 SALARIES	482,924	37,294.20	129,998.90	104,043.09	0.00	352,925.30	26.92								
510-5411 OVERTIME	1,000	0.00	32.45	10.82	0.00	967.55	3.25								
510-5412 INCENTIVE PAY/CERTIFICATIONS	3,900	0.00	3,900.00	1,550.00	0.00	0.00	100.00								
510-5413 LONGEVITY	606	0.00	600.00	265.00	0.00	5.75	99.05								
510-5420 HR COMPENSATION/PROGRAM POOL	0	0.00	0.00	0.00	0.00	0.00	0.00								
<b>TOTAL PERSONNEL SERVICES</b>	<b>607,148</b>	<b>45,636.92</b>	<b>168,610.38</b>	<b>139,228.72</b>	<b>0.00</b>	<b>438,537.96</b>	<b>27.77</b>								
<b>EMPLOYEE RELATED</b>															
510-6000 HR EXPENSES	1,523	8.50	8.50	0.00	0.00	1,514.50	0.56								
510-6002 PRE-EMPLOYMENT TESTING	500	0.00	0.00	0.00	0.00	500.00	0.00								
510-6005 FLEX CARDS ADMIN FEES	0	0.00	0.00	0.00	0.00	0.00	0.00								
510-6010 TRAINING - ALL ADMIN	0	0.00	0.00	0.00	0.00	0.00	0.00								
510-6010.10CITY SECRETARY	0	0.00	0.00	0.00	0.00	0.00	0.00								
510-6010.20HUMAN RESOURCES	5,000	544.48	1,670.48	50.00	0.00	3,329.52	33.41								
510-6010.30FINANCE DEPT	9,000	0.00	529.00	3,595.07	0.00	8,471.00	5.88								
510-6010.40COURT	0	0.00	0.00	0.00	0.00	0.00	0.00								
510-6010.50COMMUNITY DEVELOPMENT	0	0.00	0.00	0.00	0.00	0.00	0.00								
510-6011 TRAINING - CITY COUNCIL	10,000	873.18	3,466.78	5,547.95	0.00	6,533.22	34.67								
510-6011.10TRAINING - CITY ADMINISTRATOR	10,000	(100.00)	527.00	0.00	0.00	9,473.00	5.27								
510-6012 MAYOR/COUNCIL EXPENSES	2,000	0.00	0.00	100.20	0.00	2,000.00	0.00								
510-6100 EMPLOYEE RELATIONS	9,000	1,250.00	1,250.00	1,676.50	0.00	7,750.00	13.89								
<b>TOTAL EMPLOYEE RELATED</b>	<b>47,023</b>	<b>2,576.16</b>	<b>7,451.76</b>	<b>10,969.72</b>	<b>0.00</b>	<b>39,571.24</b>	<b>15.85</b>								
<b>SUPPLIES</b>															
510-7300 SMALL TOOLS & EQUIPMENT	2,000	0.00	0.00	230.01	0.00	2,000.00	0.00								
510-7350 OFFICE SUPPLIES	13,000	359.75	586.27	2,378.89	0.00	12,413.73	4.51								
510-7400 POSTAGE	5,500	0.00	229.58	924.43	0.00	5,270.42	4.17								
<b>TOTAL SUPPLIES</b>	<b>20,500</b>	<b>359.75</b>	<b>815.85</b>	<b>3,533.33</b>	<b>0.00</b>	<b>19,684.15</b>	<b>3.98</b>								
<b>OPERATIONS</b>															
510-8100 AUDIT	50,000	0.00	0.00	7,500.00	0.00	50,000.00	0.00								
510-8120 TITLE SEARCHES	0	0.00	0.00	0.00	0.00	0.00	0.00								
510-8125 ELECTION EXPENSES	0	0.00	0.00	0.00	0.00	0.00	0.00								
510-8130 INSPECTION FEES	220,000	55,897.00	72,474.00	42,898.00	0.00	147,526.00	32.94								

CITY OF KEMAH  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2025

01 -GENERAL FUND

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF YEAR COMPLETED: 25.00	% YTD ACTUAL
510-8135 FIRE INSPECTION FEES	45,000	0.00	2,800.00	0.00	0.00	42,200.00	6.22	
510-8140 STR INSPECTION FEES	3,750	0.00	0.00	0.00	0.00	3,750.00	0.00	
510-8190 INSURANCE VEHICLE & EQUIP	1,300	0.00	1,180.72	430.02	0.00	119.28	90.82	
510-8200 INSURANCE-LIABILITY	100,000	0.00	99,365.02	24,774.11	0.00	634.98	99.37	
510-8275 COMMUNITY RELATIONS	0	1,375.00	1,515.36	11,340.26	0.00	( 1,515.36)	0.00	
510-8300 PENALTIES & FINES	300	80.31	80.31	81.22	0.00	219.69	26.77	
510-8310 LEGAL EXPENSE	160,000	6,883.00	19,374.90	27,961.06	0.00	140,625.10	12.11	
510-8310.1 LEWIS BRISBOIS-PRIOR YEAR	0	0.00	0.00	0.00	0.00	0.00	0.00	
510-8315 PROFESSIONAL FEES	87,000	0.00	0.00	19,785.25	0.00	87,000.00	0.00	
510-8320 VEHICLE LEASES	9,910	0.00	0.00	2,414.00	0.00	9,910.00	0.00	
510-8323 FUEL - VEHICLE & EQUIPMENT	3,000	0.00	0.00	209.25	0.00	3,000.00	0.00	
510-8325 SERVICE AGREEMENTS	60,000	4,336.56	8,077.06	8,727.55	0.00	51,922.94	13.46	
510-8326 EMERGENCY SERVICES	271,226	22,602.16	67,806.50	56,505.50	0.00	203,419.50	25.00	
510-8327 GCAD ALLOCATION	10,000	3,189.92	3,189.92	2,404.38	0.00	6,810.08	31.90	
510-8328 STREET SWEEPER	15,000	0.00	0.00	0.00	0.00	15,000.00	0.00	
510-8329 STREET STUDY	20,000	0.00	0.00	0.00	0.00	20,000.00	0.00	
510-8400 OPERATION EXPENSES	10,000	0.00	0.00	5,416.75	0.00	10,000.00	0.00	
510-8405 PUBLICATIONS	2,500	0.00	0.00	0.00	0.00	2,500.00	0.00	
510-8414 TAX A/C FEES	0	0.00	0.00	0.00	0.00	0.00	0.00	
510-8425 ANNUAL DUES	20,000	1,074.00	12,574.00	1,159.10	0.00	7,426.00	62.87	
510-8440 UTILITIES/GAS	10,000	866.70	1,295.99	1,028.90	0.00	8,704.01	12.96	
510-8445 CITY HALL MAINTENANCE	25,000	2,256.82	4,085.82	10,696.98	0.00	20,914.18	16.34	
510-8445.1 FISCAL YEAR 2023 EXPENDITURE	0	0.00	800.00	0.00	0.00	( 800.00)	0.00	
510-8446 CITY HALL POLICE MAINTENANCE	25,000	929.42	1,990.93	0.00	0.00	23,009.07	7.96	
510-8455 COMMUNITY CENTER EXPENSE	0	982.72	982.72	1,268.06	0.00	( 982.72)	0.00	
510-8455.1 FISCAL YEAR 2023 EXPENDITURE	0	0.00	0.00	0.00	0.00	0.00	0.00	
510-8457 SPECIAL EVENTS	0	0.00	0.00	0.00	0.00	0.00	0.00	
510-8460 CODIFICATION	0	0.00	0.00	3,000.00	0.00	0.00	0.00	
510-8465 RECORDS MANAGEMENT	1,200	0.00	0.00	211.86	0.00	1,200.00	0.00	
510-8515 CONTRACT SERVICES	8,000	0.00	0.00	6,950.00	0.00	8,000.00	0.00	
510-8516 380 REIMBURSEMENTS	0	0.00	0.00	0.00	0.00	0.00	0.00	
510-8517 AV SERVICES	0	0.00	0.00	0.00	0.00	0.00	0.00	
510-8554 BUSINESS CHAMBER SUPPORT	0	0.00	0.00	0.00	0.00	0.00	0.00	
510-8555 MISC EXPENSE	1,000	0.00	0.00	57.57	0.00	1,000.00	0.00	
510-8556 GCMA EXP	15,000	0.00	0.00	9,508.61	0.00	15,000.00	0.00	
510-8850 PRINCIPAL	0	0.00	0.00	0.00	0.00	0.00	0.00	
510-8860 INTEREST	0	0.00	0.00	0.00	0.00	0.00	0.00	
<b>TOTAL OPERATIONS</b>	<b>1,174,186</b>	<b>100,473.61</b>	<b>297,593.25</b>	<b>244,328.43</b>	<b>0.00</b>	<b>876,592.75</b>	<b>25.34</b>	
<b>OTHER SOURCES/USES</b>								
510-9400 CAPITAL OUTLAY - EQUIPMENT	0	0.00	0.00	0.00	0.00	0.00	0.00	
510-9901 TRANSF TO CAPITAL PROJECTS	100,000	11,070.00	11,070.00	1,815,528.07	0.00	88,930.00	11.07	
510-9902 RESERVED FOR CONTINGENCY	50,000	0.00	0.00	0.00	0.00	50,000.00	0.00	
510-9903 CARES ACT/TX EMERGENCY MGMT	0	0.00	0.00	0.00	0.00	0.00	0.00	
510-9904 TDA GO CDBG - DRAINAGE	296,894	38,649.80	38,649.80	0.00	0.00	258,244.20	13.02	
<b>TOTAL OTHER SOURCES/USES</b>	<b>446,894</b>	<b>49,719.80</b>	<b>49,719.80</b>	<b>1,815,528.07</b>	<b>0.00</b>	<b>397,174.20</b>	<b>11.13</b>	
<b>TOTAL ADMINISTRATION</b>	<b>2,295,751</b>	<b>198,766.24</b>	<b>524,191.04</b>	<b>2,213,588.27</b>	<b>0.00</b>	<b>1,771,560.30</b>	<b>22.83</b>	

CITY OF KEMAH  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2025

01 -GENERAL FUND

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF YEAR COMPLETED: 25.00	% YTD ACTUAL							
<b>CITY SECRETARY</b>															
<b>=====</b>															
<b>PERSONNEL SERVICES</b>															
511-5270	HEALTH INSURANCE	8,100	606.68	1,801.58	0.00	0.00	6,298.42	22.24							
511-5275	UNEMPLOYMENT	210	0.00	0.00	0.00	0.00	210.00	0.00							
511-5280	WORKERS COMP	2,450	0.00	2,411.37	0.00	0.00	38.63	98.42							
511-5370	PAYROLL TAX	9,609	636.19	2,349.21	0.00	0.00	7,259.34	24.45							
511-5400	RETIREMENT	8,650	464.22	1,664.55	0.00	0.00	6,985.45	19.24							
511-5410	SALARIES	124,836	8,347.49	30,087.65	0.00	0.00	94,748.66	24.10							
511-5412	INCENTIVE PAY/CERTIFICATION	600	0.00	600.00	0.00	0.00	0.00	100.00							
511-5413	LONGEVITY	170	0.00	115.00	0.00	0.00	55.00	67.65							
<b>TOTAL PERSONNEL SERVICES</b>	<b>154,625</b>	<b>10,054.58</b>	<b>39,029.36</b>	<b>0.00</b>	<b>0.00</b>	<b>115,595.50</b>	<b>25.24</b>								
<b>EMPLOYEE RELATED</b>															
511-6010.10 TRAINING - CITY SECRETARY	6,400	0.00	0.00	664.14	0.00	6,400.00	0.00								
<b>TOTAL EMPLOYEE RELATED</b>	<b>6,400</b>	<b>0.00</b>	<b>0.00</b>	<b>664.14</b>	<b>0.00</b>	<b>6,400.00</b>	<b>0.00</b>								
<b>SUPPLIES</b>															
511-7350	OFFICE SUPPLIES	2,200	0.00	0.00	58.97	0.00	2,200.00	0.00							
511-7400	POSTAGE	110	0.00	0.00	0.00	0.00	110.00	0.00							
<b>TOTAL SUPPLIES</b>	<b>2,310</b>	<b>0.00</b>	<b>0.00</b>	<b>58.97</b>	<b>0.00</b>	<b>2,310.00</b>	<b>0.00</b>								
<b>OPERATIONS</b>															
511-8125	ELECTION EXPENSES	25,200	0.00	0.00	0.00	0.00	25,200.00	0.00							
511-8400	OPERATION EXPENSES	0	0.00	0.00	0.00	0.00	0.00	0.00							
511-8401	TECHNOLOGY	50,328	11,327.40	17,068.56	28,430.80	0.00	33,259.44	33.91							
511-8405	PUBLICATIONS	30,000	2,602.16	2,602.16	381.33	0.00	27,397.84	8.67							
511-8425	ANNUAL DUES	225	0.00	0.00	0.00	0.00	225.00	0.00							
511-8460	CODIFICATION	0	0.00	0.00	0.00	0.00	0.00	0.00							
511-8465	RECORDS MANAGEMENT	6,768	5,400.00	5,400.00	9,774.00	0.00	1,368.00	79.79							
<b>TOTAL OPERATIONS</b>	<b>112,521</b>	<b>19,329.56</b>	<b>25,070.72</b>	<b>38,586.13</b>	<b>0.00</b>	<b>87,450.28</b>	<b>22.28</b>								
<b>TOTAL CITY SECRETARY</b>	<b>275,856</b>	<b>29,384.14</b>	<b>64,100.08</b>	<b>39,309.24</b>	<b>0.00</b>	<b>211,755.78</b>	<b>23.24</b>								
<b>COMMUNICATIONS/MARKETING</b>															
<b>=====</b>															
<b>PERSONNEL SERVICES</b>															
515-5150	CELL PHONE ALLOWANCE	0	0.00	0.00	0.00	0.00	0.00	0.00							
515-5270	INSURANCE BENEFITS	300	638.52	1,878.64	70.84	0.00	( 1,578.64)	626.21							
515-5275	UNEMPLOYMENT	120	0.00	0.00	0.00	0.00	120.00	0.00							
515-5280	WORKERS COMP	1,250	0.00	1,205.69	403.98	0.00	44.31	96.46							
515-5370	PAYROLL TAX	5,221	393.98	1,472.64	1,407.45	0.00	3,748.76	28.20							
515-5400	RETIREMENT	4,684	335.26	1,253.16	1,193.23	0.00	3,430.74	26.75							
515-5410	SALARIES	66,950	5,150.00	17,950.00	17,259.37	0.00	49,000.00	26.81							
515-5411	OVERTIME	0	0.00	0.00	0.00	0.00	0.00	0.00							
515-5412	INCENTIVE/CERTIFICATION PAY	1,200	0.00	1,200.00	1,200.00	0.00	0.00	100.00							

CITY OF KEMAH  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2025

01 -GENERAL FUND

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	% OF YEAR COMPLETED: 25.00	
						BUDGET BALANCE	% YTD ACTUAL
515-5413 LONGEVITY	105	0.00	100.00	40.00	0.00	5.00	95.24
TOTAL PERSONNEL SERVICES	79,830	6,517.76	25,060.13	21,574.87	0.00	54,770.17	31.39
<u>EMPLOYEE RELATED</u>							
515-6010 TRAINING/TRAVEL	4,320	0.00	0.00	500.00	0.00	4,320.00	0.00
TOTAL EMPLOYEE RELATED	4,320	0.00	0.00	500.00	0.00	4,320.00	0.00
<u>SUPPLIES</u>							
515-7350 OFFICE SUPPLIES	5,400	0.00	0.00	25.00	0.00	5,400.00	0.00
515-7400 POSTAGE	1,100	0.00	229.58	0.00	0.00	870.42	20.87
TOTAL SUPPLIES	6,500	0.00	229.58	25.00	0.00	6,270.42	3.53
<u>OPERATIONS</u>							
515-8275 COMMUNITY/PUBLIC RELATIONS	35,000	5,428.00	5,428.00	331.32	0.00	29,572.00	15.51
515-8400 OPERATION EXPENSES	0	0.00	0.00	0.00	0.00	0.00	0.00
515-8401 ADVERTISING & PROMOTION	52,600	10,583.87	10,830.98	671.58	0.00	41,769.02	20.59
515-8405 PUBLICATIONS	25,000	0.00	0.00	0.00	0.00	25,000.00	0.00
515-8406 PRINTING & PROMOTION	25,000	0.00	0.00	0.00	0.00	25,000.00	0.00
515-8425 DUES & SUBSCRIPTIONS	5,000	0.00	0.00	1,158.40	0.00	5,000.00	0.00
TOTAL OPERATIONS	142,600	16,011.87	16,258.98	2,161.30	0.00	126,341.02	11.40
TOTAL COMMUNICATIONS/MARKETING	233,250	22,529.63	41,548.69	24,261.17	0.00	191,701.61	17.81
MUNICIPAL COURT							
<u>PERSONNEL SERVICES</u>							
520-5270 INSURANCE BENEFITS	16,200	644.90	1,897.78	921.35	0.00	14,302.22	11.71
520-5270.01 FISCAL YEAR 2023 EXPENDITURE	0	0.00	0.00	0.00	0.00	0.00	0.00
520-5275 UNEMPLOYMENT INSURANCE	600	0.00	34.18	16.56	0.00	565.82	5.70
520-5280 WORKERS COMP INS	3,650	0.00	3,617.06	1,211.97	0.00	32.94	99.10
520-5370 PAYROLL TAX	9,407	681.40	2,392.72	3,078.66	0.00	7,014.46	25.44
520-5400 RETIREMENT COURT	6,850	466.22	1,695.23	2,213.86	0.00	5,154.77	24.75
520-5410 SALARIES	121,121	9,161.58	31,007.84	32,504.23	0.00	90,113.04	25.60
520-5411 OVERTIME	1,000	0.00	67.50	23.96	0.00	932.50	6.75
520-5412 INCENTIVE PAY/CERTIFICATION	1,550	0.00	900.00	1,550.00	0.00	650.00	58.06
520-5413 LONGEVITY	100	0.00	65.00	350.00	0.00	35.00	65.00
TOTAL PERSONNEL SERVICES	160,478	10,954.10	41,677.31	41,870.59	0.00	118,800.75	25.97
<u>EMPLOYEE RELATED</u>							
520-6010 TRAINING - CLERK/JUDGE	6,525	488.78	488.78	2,189.11	0.00	6,036.22	7.49
TOTAL EMPLOYEE RELATED	6,525	488.78	488.78	2,189.11	0.00	6,036.22	7.49
<u>SUPPLIES</u>							
520-7300 SMALL TOOLS/EQUIP	1,000	0.00	0.00	0.00	0.00	1,000.00	0.00
520-7350 OFFICE EXPENSE	3,000	149.99	149.99	641.88	0.00	2,850.01	5.00
520-7400 POSTAGE	750	0.00	229.58	0.00	0.00	520.42	30.61
520-7700 SOFTWARE PURCHASE/RENEWAL	0	3,551.17	3,551.17	0.00	0.00	( 3,551.17)	0.00
520-7702 HARDWARE PURCHASE	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SUPPLIES	4,750	3,701.16	3,930.74	641.88	0.00	819.26	82.75

CITY OF KEMAH  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2025

01 -GENERAL FUND

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF YEAR COMPLETED: 25.00	% YTD ACTUAL
<b>OPERATIONS</b>								
520-8310	LEGAL EXPENSE	45,000	8,050.00	8,050.00	4,250.00	0.00	36,950.00	17.89
520-8311	CONTRACTED SERVICES	0	0.00	0.00	0.00	0.00	0.00	0.00
520-8325	RENTAL/SERVICE AGREEMENT	2,000	0.00	0.00	0.00	0.00	2,000.00	0.00
520-8413	LINEBARGER COLLECTION FEES	30,000	0.00	0.00	0.00	0.00	30,000.00	0.00
520-8414	DELETE TAX ATTORNEY	0	0.00	0.00	0.00	0.00	0.00	0.00
520-8415	JUROR EXPENSE	0	0.00	0.00	0.00	0.00	0.00	0.00
520-8425	ANNUAL DUES	775	0.00	0.00	0.00	0.00	775.00	0.00
520-8430	TECHNOLOGY FUND EXPENSES	0	0.00	3,720.00	12,000.00	0.00	( 3,720.00)	0.00
520-8431	SECURITY FEE EXPENSES	4,309	0.00	0.00	0.00	0.00	4,308.66	0.00
520-8460	MISC. OPERATIONS	0	0.00	0.00	0.00	0.00	0.00	0.00
520-8470	CREDIT CARDS FEES	1,000	0.00	0.00	0.00	0.00	1,000.00	0.00
<b>TOTAL OPERATIONS</b>	<b>83,084</b>	<b>8,050.00</b>	<b>11,770.00</b>	<b>16,250.00</b>	<b>0.00</b>	<b>71,313.66</b>	<b>14.17</b>	
<b>OTHER SOURCES/USES</b>								
520-9303	CAPITAL EXPENSE - EQUIPMENT	0	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL OTHER SOURCES/USES</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
<b>TOTAL MUNICIPAL COURT</b>	<b>254,837</b>	<b>23,194.04</b>	<b>57,866.83</b>	<b>60,951.58</b>	<b>0.00</b>	<b>196,969.89</b>	<b>22.71</b>	
IT								
==								
<b>PERSONNEL SERVICES</b>								
525-5125	CAR ALLOWANCE	0	0.00	0.00	0.00	0.00	0.00	0.00
525-5150	CELL PHONE ALLOWANCE	0	0.00	0.00	0.00	0.00	0.00	0.00
525-5270	INSURANCE BENEFITS	0	0.00	0.00	0.00	0.00	0.00	0.00
525-5270.01	FISCAL YEAR 2023 EXPENDITURE	0	0.00	0.00	0.00	0.00	0.00	0.00
525-5275	UNEMPLOYMENT	0	0.00	0.00	0.00	0.00	0.00	0.00
525-5280	WORKERS COMP	0	0.00	0.00	0.00	0.00	0.00	0.00
525-5370	PAYROLL TAX	0	0.00	0.00	0.00	0.00	0.00	0.00
525-5400	RETIREMENT	0	0.00	0.00	0.00	0.00	0.00	0.00
525-5410	SALARIES	0	0.00	0.00	0.00	0.00	0.00	0.00
525-5411	OVERTIME	0	0.00	0.00	0.00	0.00	0.00	0.00
525-5412	INCENTIVES/CERT. PAY	0	0.00	0.00	0.00	0.00	0.00	0.00
525-5413	LONGEVITY	0	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL PERSONNEL SERVICES</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
<b>EMPLOYEE RELATED</b>								
525-6010	TRAINING	0	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL EMPLOYEE RELATED</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
<b>SUPPLIES</b>								
525-7300	SMALL TOOLS & EQUIPMENT	0	0.00	0.00	0.00	0.00	0.00	0.00
525-7350	OFFICE SUPPLIES	0	0.00	0.00	0.00	0.00	0.00	0.00
525-7400	POSTAGE	0	0.00	0.00	0.00	0.00	0.00	0.00
525-7600	MANAGED IT SERVICES	84,120	8,880.50	17,729.50	0.00	0.00	66,390.50	21.08
525-7700	SOFTWARE PURCHASES	7,992	0.00	0.00	0.00	0.00	7,992.00	0.00

CITY OF KEMAH  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2025

01 -GENERAL FUND

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	% OF YEAR COMPLETED: 25.00	
						BUDGET BALANCE	% YTD ACTUAL
525-7700.01 FISCAL YEAR 2023 EXPENDITURE	0	0.00	0.00	0.00	0.00	0.00	0.00
525-7701 SOFTWARE RENEWALS	66,500	10,914.00	16,749.00	11,940.09	0.00	49,751.00	25.19
525-7702 HARDWARE PURCHASES	14,360	0.00	0.00	0.00	0.00	14,360.02	0.00
525-7704 AV SYSTEM MAINTENANCE	0	0.00	0.00	0.00	0.00	0.00	0.00
525-7706 WEBSITE/DOMAIN EXPENSES	25,600	23,561.25	25,961.25	7,151.93	0.00	(361.25)	101.41
TOTAL SUPPLIES	198,572	43,355.75	60,439.75	19,092.02	0.00	138,132.27	30.44
 OPERATIONS							
525-8515 CONTRACT SERVCS	18,000	0.00	0.00	0.00	0.00	18,000.00	0.00
TOTAL OPERATIONS	18,000	0.00	0.00	0.00	0.00	18,000.00	0.00
 OTHER SOURCES/USES							
525-9301 CAPITAL EXPENSE - HARDWARE	0	0.00	0.00	0.00	0.00	0.00	0.00
525-9400 CAPITAL EXPENSE - OTHER	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER SOURCES/USES	0	0.00	0.00	0.00	0.00	0.00	0.00
 TOTAL IT	216,572	43,355.75	60,439.75	19,092.02	0.00	156,132.27	27.91
 PUBLIC WORKS							
=====							
 PERSONNEL SERVICES							
530-5150 CELL PHONE ALLOWANCE	0	0.00	0.00	0.00	0.00	0.00	0.00
530-5270 INSURANCE BENEFITS	40,500	3,153.24	9,288.87	10,097.08	0.00	31,211.13	22.94
530-5270.01 FISCAL YEAR 2023 EXPENDITURE	0	0.00	0.00	0.00	0.00	0.00	0.00
530-5275 UNEMPLOYMENT TAX	1,400	0.00	53.13	0.00	0.00	1,346.87	3.80
530-5280 W/COMP	7,260	0.00	6,028.43	2,019.96	0.00	1,231.57	83.04
530-5370 P/R TAX -	26,000	1,959.17	7,073.33	5,910.07	0.00	18,926.67	27.21
530-5400 RETIREMENT PUBLIC WORKS	23,500	1,784.66	6,371.63	5,387.97	0.00	17,128.37	27.11
530-5410 SALARIES	331,100	25,649.62	87,644.47	57,508.68	0.00	243,455.53	26.47
530-5411 OVERTIME	25,000	1,764.70	5,214.98	4,465.50	0.00	19,785.02	20.86
530-5412 INCENTIVE/CERTIFICATION	3,000	0.00	3,000.00	1,800.00	0.00	0.00	100.00
530-5413 LONGEVITY	2,100	0.00	2,015.00	1,805.00	0.00	85.00	95.95
TOTAL PERSONNEL SERVICES	459,860	34,311.39	126,689.84	88,994.26	0.00	333,170.16	27.55
 EMPLOYEE RELATED							
530-6002 EMPLOYEE TESTING	0	0.00	0.00	0.00	0.00	0.00	0.00
530-6010 TRAINING	11,455	0.00	1,220.13	4,017.51	0.00	10,234.87	10.65
TOTAL EMPLOYEE RELATED	11,455	0.00	1,220.13	4,017.51	0.00	10,234.87	10.65
 SUPPLIES							
530-7200 FUEL - DIESEL	10,000	0.00	0.00	3,050.00	0.00	10,000.00	0.00
530-7300 SMALL TOOLS	6,500	67.52	180.59	879.41	0.00	6,319.41	2.78
530-7350 OFFICE SUPPLIES	3,800	0.00	114.99	494.75	0.00	3,685.01	3.03
530-7500 CHEMICALS	4,250	0.00	0.00	164.68	0.00	4,250.00	0.00
TOTAL SUPPLIES	24,550	67.52	295.58	4,588.84	0.00	24,254.42	1.20

CITY OF KEMAH  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2025

01 -GENERAL FUND

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF YEAR COMPLETED: 25.00	% YTD ACTUAL
<b>OPERATIONS</b>								
530-8215	STORM WATER MGMT PROG.	20,000	429.13	429.13	4,690.00	0.00	19,570.87	2.15
530-8220	PUMP STATION MAINTENANCE	20,000	0.00	0.00	0.00	0.00	20,000.00	0.00
530-8230	RESIDENTIAL SOLID WASTE DISPO	0	0.00	0.00	0.00	0.00	0.00	0.00
530-8230.1	FISCAL YEAR 2023 EXPENDITURE	0	0.00	0.00	0.00	0.00	0.00	0.00
530-8300	UNIFORMS	9,000	2,067.10	2,740.52	2,209.85	0.00	6,259.48	30.45
530-8310	INSURANCE VEHICLE & EQUIP	13,000	0.00	10,508.98	4,179.69	0.00	2,491.02	80.84
530-8320	VEHICLE LEASE	25,265	0.00	0.00	11,145.78	0.00	25,265.00	0.00
530-8321	VEHICLE MAINTENANCE	4,000	1,149.49	1,149.49	191.53	0.00	2,850.51	28.74
530-8323	FUEL - VEHICLE & EQUIPMENT	12,000	0.00	0.00	1,477.79	0.00	12,000.00	0.00
530-8325	RENTAL/SERVICES	12,500	450.00	450.00	732.81	0.00	12,050.00	3.60
530-8330	MATERIALS	17,500	8.75	8.75	655.58	0.00	17,491.25	0.05
530-8331	STREET MAINTENANCE	10,000	1,265.95	2,091.11	0.00	0.00	7,908.89	20.91
530-8332	CHRISTMAS DECOR/LIGHTING	0	914.27	914.27	42.49	0.00	( 914.27)	0.00
530-8335	LANDSCAPING	63,000	11,324.07	11,324.07	15,515.90	0.00	51,675.93	17.97
530-8425	ANNUAL DUES	2,000	282.00	282.00	1,342.00	0.00	1,718.00	14.10
530-8440	UTILITIES	110,000	10,516.45	10,599.47	10,251.69	0.00	99,400.53	9.64
530-8445	MAINT BUILDING/GROUND	30,000	1,595.11	2,862.01	2,279.71	0.00	27,137.99	9.54
530-8446	MAINT - COMMUNITY CENTER	20,000	0.00	0.00	0.00	0.00	20,000.00	0.00
530-8447	MAINT - PW BUILDING	5,000	593.51	1,236.57	( 1,229.26)	0.00	3,763.43	24.73
530-8450	EQUIPMENT MAINT.	25,000	1,215.00	4,991.99	10,537.50	0.00	20,008.01	19.97
530-8455	COMMUNITY CENTER OP EXP	25,000	2,998.63	5,081.33	7,497.63	0.00	19,918.67	20.33
530-8460	OTHER OPERATING	2,000	0.00	0.00	0.00	0.00	2,000.00	0.00
530-8460.1	OTHER OPERATING PRIOR YEAR	0	0.00	0.00	0.00	0.00	0.00	0.00
530-8470	TRAFFIC CONTROL	30,000	0.00	0.00	8,555.70	0.00	30,000.00	0.00
TOTAL OPERATIONS		455,265	34,809.46	54,669.69	80,076.39	0.00	400,595.31	12.01
<b>OTHER SOURCES/USES</b>								
530-9350	UPFIT FACILITY INGRESS_EGRESS	0	0.00	0.00	0.00	0.00	0.00	0.00
530-9400	CAPITAL OUTLAY	215,000	0.00	0.00	( 5,450.00)	0.00	215,000.00	0.00
530-9901	TRANSFER TO CAPITAL PROJECTS	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER SOURCES/USES		215,000	0.00	0.00	( 5,450.00)	0.00	215,000.00	0.00
TOTAL PUBLIC WORKS		1,166,130	69,188.37	182,875.24	172,227.00	0.00	983,254.76	15.68
<b>POLICE</b>								
=====								
<b>PERSONNEL SERVICES</b>								
540-5270	INSURANCE BENEFITS	202,500	14,737.06	44,156.16	42,787.48	0.00	158,343.84	21.81
540-5270.1	FISCAL YEAR 2023 EXPENDITURE	0	0.00	0.00	0.00	0.00	0.00	0.00
540-5275	UNEMPLOYMENT	4,400	0.00	173.75	309.60	0.00	4,226.25	3.95
540-5280	WORKER'S COMP	33,000	0.00	30,142.18	11,311.80	0.00	2,857.82	91.34
540-5370	PAYROLL TAX POLICE	133,162	10,124.64	36,022.97	34,399.28	0.00	97,138.56	27.05
540-5400	RETIREMENT POLICE	120,000	8,882.11	31,512.49	29,208.05	0.00	88,487.51	26.26
540-5410	SALARIES POLICE	1,724,892	125,174.68	432,683.25	279,543.97	0.00	1,292,208.70	25.08
540-5411	OVERTIME	120,000	11,514.55	24,942.39	69,110.31	0.00	95,057.61	20.79
540-5411.1	OVERTIME - WARRANT RESOLUTION	0	0.00	0.00	0.00	0.00	0.00	0.00

CITY OF KEMAH  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2025

01 -GENERAL FUND

							% OF YEAR COMPLETED: 25.00	
DEPARTMENTAL EXPENDITURES		CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD ACTUAL
540-5412	INCENTIVE PAY/CERTIFICATION	24,657	0.00	23,098.34	18,773.75	0.00	1,558.66	93.68
540-5413	LONGEVITY	5,550	0.00	4,590.00	5,395.00	0.00	960.00	82.70
540-5415	PART TIME PERSONNEL	40,000	2,120.98	4,960.66	8,268.90	0.00	35,039.34	12.40
TOTAL PERSONNEL SERVICES		2,408,160	172,554.02	632,282.19	499,108.14	0.00	1,775,878.29	26.26
<b>EMPLOYEE RELATED</b>								
540-6002	PRE-EMPLOYMENT TESTING	2,000	0.00	0.00	30.00	0.00	2,000.00	0.00
540-6010	TRAINING/WORKSHOP	10,000	1,020.00	1,020.00	62.98	0.00	8,980.00	10.20
TOTAL EMPLOYEE RELATED		12,000	1,020.00	1,020.00	92.98	0.00	10,980.00	8.50
<b>SUPPLIES</b>								
540-7200	POLICE VEHICLES	0	0.00	0.00	0.00	0.00	0.00	0.00
540-7300	SMALL TOOLS/EQUIPMENT	2,000	0.00	0.00	0.00	0.00	2,000.00	0.00
540-7350	OFFICE SUPPLIES	8,000	293.11	293.11	1,581.63	0.00	7,706.89	3.66
540-7355	CHILD SAFETY MATERIALS	500	0.00	0.00	0.00	0.00	500.00	0.00
540-7400	POSTAGE	1,000	0.00	0.00	0.00	0.00	1,000.00	0.00
540-7500	MISC. SUPPLIES	2,000	0.00	0.00	0.00	0.00	2,000.00	0.00
540-7600	K-9 EXPENSE	25,000	0.00	0.00	0.00	0.00	25,000.00	0.00
TOTAL SUPPLIES		38,500	293.11	293.11	1,581.63	0.00	38,206.89	0.76
<b>OPERATIONS</b>								
540-8210	COMPUTER TECHNOLOGY	5,000	0.00	0.00	0.00	0.00	5,000.00	0.00
540-8250	RADIO COMMUNICATIONS	0	0.00	350.00	0.00	0.00	( 350.00)	0.00
540-8250.01	FISCAL YEAR 2023 EXPENDITURE	0	0.00	0.00	0.00	0.00	0.00	0.00
540-8276	LEOSE TRAINING	2,500	0.00	0.00	0.00	0.00	2,500.00	0.00
540-8300	UNIFORMS POLICE	10,000	829.35	3,789.49	257.00	0.00	6,210.51	37.89
540-8301	AMMO	2,000	0.00	0.00	0.00	0.00	2,000.00	0.00
540-8310	INSURANCE VEHICLE & EQUIP	24,000	0.00	23,181.64	7,293.00	0.00	818.36	96.59
540-8315	INSURANCE- L E LIABILITY	18,000	0.00	22,080.38	6,743.46	0.00	( 4,080.38)	122.67
540-8320	VEHICLE LEASE	128,711	0.00	0.00	( 17,529.16)	0.00	128,711.00	0.00
540-8323	FUEL - VEHICLE & EQUIPMENT	40,000	0.00	0.00	8,037.22	0.00	40,000.00	0.00
540-8324	TELEPHONE/INTERNET	1,500	113.99	113.99	342.01	0.00	1,386.01	7.60
540-8325	RENTAL/SERVICE AGREEMENT	155,000	7,441.39	30,772.97	58,032.25	0.00	124,227.03	19.85
540-8325.01	FISCAL YEAR 2023 EXPENDITURE	0	0.00	0.00	0.00	0.00	0.00	0.00
540-8326	ANIMAL SERVICES	25,000	2,083.34	6,250.00	0.00	0.00	18,750.00	25.00
540-8350	DETENTIONS POLICE	2,500	0.00	0.00	0.00	0.00	2,500.00	0.00
540-8375	COMMUNITY ORIENTED POLICING	6,000	200.50	304.50	0.00	0.00	5,695.50	5.08
540-8400	SUPPLIES OPERATIONS	2,500	0.00	0.00	121.74	0.00	2,500.00	0.00
540-8425	DUES/SUBSCRIPTIONS	13,000	0.00	0.00	71.00	0.00	13,000.00	0.00
540-8450	MAINTENANCE-VEHICLES	60,000	8,150.15	7,488.33	15,800.84	0.00	52,511.67	12.48
540-8460	MISC OPERATIONAL COST POLICE	11,000	104.95	104.95	0.00	0.00	10,895.05	0.95
540-8475	EMPLOYEE AWARDS/PRESENTATIONS	1,000	0.00	0.00	0.00	0.00	1,000.00	0.00
540-8476	POLICE EXPENSES - DONATION	0	0.00	0.00	0.00	0.00	0.00	0.00
540-8515	CONTRACT SERVICES	0	0.00	0.00	0.00	0.00	0.00	0.00
540-8600	EMERGENCY MANAGEMENT	20,000	0.00	496.00	( 30,267.05)	0.00	19,504.00	2.48
540-8601	PD GRANT EXP/MATCH	66,051	0.00	0.00	0.00	0.00	66,051.00	0.00
540-8601.1	RIFLE BODY ARMOR GRANT	0	0.00	0.00	0.00	0.00	0.00	0.00
540-8601.2	LONE STAR GRANT	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OPERATIONS		593,762	18,923.67	94,932.25	48,902.31	0.00	498,829.75	15.99

CITY OF KEMAH  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2025

01 -GENERAL FUND

% OF YEAR COMPLETED: 25.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD ACTUAL
<b>OTHER SOURCES/USES</b>							
540-9100 VEHICLES PRINCIPAL	0	0.00	0.00	0.00	0.00	0.00	0.00
540-9301 CAPITAL EXPENSE- FURNITURE	0	0.00	0.00	0.00	0.00	0.00	0.00
540-9302 CAPITAL EXPENSE- VEHICLE	95,522	0.00	0.00	18,589.80	0.00	95,522.00	0.00
540-9303 CAPITAL EXPENSE - EQUIPMENT	0	0.00	0.00	0.00	0.00	0.00	0.00
540-9403 CAPITAL OUTLAY - VEHICLE	0	0.00	0.00	0.00	0.00	0.00	0.00
540-9904 COVID-19 FEMA	0	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL OTHER SOURCES/USES</b>	<b>95,522</b>	<b>0.00</b>	<b>0.00</b>	<b>18,589.80</b>	<b>0.00</b>	<b>95,522.00</b>	<b>0.00</b>
 TOTAL POLICE	 3,147,944	 192,790.80	 728,527.55	 568,274.86	 0.00	 2,419,416.93	 23.14

CITY OF KEMAH  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2025

01 -GENERAL FUND

% OF YEAR COMPLETED: 25.00

	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD ACTUAL
TOTAL EXPENDITURES	7,590,341	579,208.97	1,659,549.18	3,097,704.14	0.00	5,930,791.54	21.86
=====	=====	=====	=====	=====	=====	=====	=====
REVENUE OVER/ (UNDER) EXPENDITURES	21,955	100,349.24	215,222.67	( 1,598,247.05)	0.00	( 193,267.26)	
	=====	=====	=====	=====	=====	=====	

CITY OF KEMAH  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2025

04 -HOTEL & MOTEL FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD ACTUAL
<u>REVENUE SUMMARY</u>							
TAXES	505,600	12,255.45	18,557.68	34,037.68	0.00	487,042.32	3.67
OTHER SOURCES & USES	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	505,600	12,255.45	18,557.68	34,037.68	0.00	487,042.32	3.67
<u>EXPENDITURE SUMMARY</u>							
NON-DEPARTMENTAL CONTRACT SERVICES	505,600	28,088.02	28,520.84	179,526.25	0.00	477,079.16	5.64
	0	0.00	0.00	12,500.00	0.00	0.00	0.00
TOTAL EXPENDITURES	505,600	28,088.02	28,520.84	192,026.25	0.00	477,079.16	5.64
REVENUE OVER/ (UNDER) EXPENDITURES	0 ( 15,832.57) (	9,963.16) (	157,988.57)	0.00	0.00	9,963.16	

CITY OF KEMAH  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2025

04 -HOTEL &amp; MOTEL FUND

% OF YEAR COMPLETED: 25.00

REVENUES		CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD ACTUAL
<b>TAXES</b>								
4022	HOTEL/MOTEL TAX	0	0.00	0.00	0.00	0.00	0.00	0.00
4022-01	LANDRY'S BOARDWALK INN	165,000	0.00	0.00	0.00	0.00	165,000.00	0.00
4022-02	SCOTTISH INN & SUITES	14,000	0.00	0.00	0.00	0.00	14,000.00	0.00
4022-03	BLISS MOTEL	5,000	858.13	858.13	0.00	0.00	4,141.87	17.16
4022-04	MARRIOTT	170,000	0.00	0.00	0.00	0.00	170,000.00	0.00
4022-05	KEMAH TRADING COMPANY	8,000	0.00	0.00	1,987.60	0.00	8,000.00	0.00
4022-06	CLIPPER INN	0	0.00	0.00	0.00	0.00	0.00	0.00
4022-07	DAYS INN	40,000	6,033.20	6,033.20	5,239.55	0.00	33,966.80	15.08
4022-10	MISC. VACATION RENTALS	70,000	2,308.25	2,308.25	15,364.73	0.00	67,691.75	3.30
4023	INTEREST	33,600	3,055.87	9,358.10	11,445.80	0.00	24,241.90	27.85
4024	MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL TAXES	505,600	12,255.45	18,557.68	34,037.68	0.00	487,042.32	3.67
<b>OTHER SOURCES &amp; USES</b>								
4901	TRANSFER IN FUND BALANCE	0	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL OTHER SOURCES & USES	0	0.00	0.00	0.00	0.00	0.00	0.00
	<b>TOTAL REVENUES</b>	<b>505,600</b>	<b>12,255.45</b>	<b>18,557.68</b>	<b>34,037.68</b>	<b>0.00</b>	<b>487,042.32</b>	<b>3.67</b>
		=====	=====	=====	=====	=====	=====	=====

CITY OF KEMAH  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2025

04 -HOTEL &amp; MOTEL FUND

% OF YEAR COMPLETED: 25.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD ACTUAL
<b>NON-DEPARTMENTAL</b>							
<b>=====</b>							
<b>EMPLOYEE RELATED</b>							
510-6010 TRAVEL & TRAINING	0	0.00	0.00	0.00	0.00	0.00	0.00
510-6012 MAYOR/COUNCIL EXPENSES	0	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL EMPLOYEE RELATED</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>OPERATIONS</b>							
510-8100 BAY AREA HOUSTON CVB	0	0.00	0.00	0.00	0.00	0.00	0.00
510-8110 PD EVENT OVERTIME	0	0.00	0.00	0.00	0.00	0.00	0.00
510-8135 TRAFFIC CONTROL	0	0.00	0.00	0.00	0.00	0.00	0.00
510-8136 4TH OF JULY SECURITY EXPENSE	10,000	0.00	0.00	0.00	0.00	10,000.00	0.00
510-8150 KEMAH VISITOR CENTER MAINTEN.	25,000	2,679.55	3,312.37	12,946.89	0.00	21,687.63	13.25
510-8327 GCAD ALLOCATION	10,000	0.00	0.00	0.00	0.00	10,000.00	0.00
510-8400 ADVERTISING & PROMOTIONS	0	0.00	0.00	84.05	0.00	0.00	0.00
510-8405 SPORTS & EVENT CENTER	100,000	0.00	0.00	0.00	0.00	100,000.00	0.00
510-8410 TOURISM WEBSITE/DOMAIN	6,000	0.00	0.00	5,179.64	0.00	6,000.00	0.00
510-8425 ANNUAL DUES	0	0.00	0.00	0.00	0.00	0.00	0.00
510-8435 UTILITIES	12,000	478.19	478.19	2,454.00	0.00	11,521.81	3.98
510-8440 CITY EVENTS	0	0.00	0.00	0.00	0.00	0.00	0.00
510-8450 CITY SPONSORED EVENTS	0	0.00	0.00	0.00	0.00	0.00	0.00
510-8451 CHRISTMAS DECOR.	50,000	24,930.28	24,930.28	99,388.15	0.00	25,069.72	49.86
510-8501 AVIAN PIRATES	0	0.00	0.00	0.00	0.00	0.00	0.00
510-8502 BAY DAY	0	0.00	0.00	0.00	0.00	0.00	0.00
510-8503 BLESSING THE FLEET	0	0.00	0.00	0.00	0.00	0.00	0.00
510-8504 CHRISTMAS BOAT PARADE	0	0.00	0.00	0.00	0.00	0.00	0.00
510-8508 KEMAH SALUTE TO MILITARY SERV	0	0.00	0.00	0.00	0.00	0.00	0.00
510-8510 KREWE DU LAC	0	0.00	( 200.00)	0.00	0.00	200.00	0.00
510-8511 MISS KEMAH/MISS KEMAH TEEN	0	0.00	0.00	0.00	0.00	0.00	0.00
510-8513 TEXAS OUTLAW CHALLENGE	0	0.00	0.00	0.00	0.00	0.00	0.00
510-8514 YACHTY GRAS NIGHT BOAT PARADE	0	0.00	0.00	0.00	0.00	0.00	0.00
510-8515 ELITE REDFISHING	0	0.00	0.00	0.00	0.00	0.00	0.00
510-8516 380 REIMBURSEMENTS	0	0.00	0.00	0.00	0.00	0.00	0.00
510-8553 HOT FUND GRANTS	95,000	0.00	0.00	16,250.00	0.00	95,000.00	0.00
510-8554 BUSINESS CHAMBER SUPPORT	0	0.00	0.00	0.00	0.00	0.00	0.00
510-8555 MISC EXPENSE	0	0.00	0.00	0.00	0.00	0.00	0.00
510-8800 MANAGEMENT FEES	40,000	0.00	0.00	10,000.00	0.00	40,000.00	0.00
510-8801 FACILITES MANAGEMENT FEES	15,000	0.00	0.00	2,500.00	0.00	15,000.00	0.00
<b>TOTAL OPERATIONS</b>	<b>363,000</b>	<b>28,088.02</b>	<b>28,520.84</b>	<b>148,802.73</b>	<b>0.00</b>	<b>334,479.16</b>	<b>7.86</b>
<b>OTHER SOURCES/USES</b>							
510-9100 CAPITAL PROJECTS	0	0.00	0.00	0.00	0.00	0.00	0.00
510-9100.01 MURAL PARK	0	0.00	0.00	0.00	0.00	0.00	0.00
510-9301 CAPITAL EXPENSE - FURNITURE	0	0.00	0.00	0.00	0.00	0.00	0.00
510-9901 TRANSFER TO CAPITAL PROJECTS	0	0.00	0.00	0.00	0.00	0.00	0.00
510-9902 RESERVED FOR CONTINGENCY	0	0.00	0.00	30,723.52	0.00	0.00	0.00
510-9903 TRANSFER TO GF-COMM & MKTG	142,600	0.00	0.00	0.00	0.00	142,600.00	0.00
<b>TOTAL OTHER SOURCES/USES</b>	<b>142,600</b>	<b>0.00</b>	<b>0.00</b>	<b>30,723.52</b>	<b>0.00</b>	<b>142,600.00</b>	<b>0.00</b>

CITY OF KEMAH  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2025

04 -HOTEL &amp; MOTEL FUND

% OF YEAR COMPLETED: 25.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD ACTUAL
TOTAL NON-DEPARTMENTAL	505,600	28,088.02	28,520.84	179,526.25	0.00	477,079.16	5.64
CONTRACT SERVICES							
=====							
OPERATIONS							
540-8515 CONTRACT SERVICES	0	0.00	0.00	12,500.00	0.00	0.00	0.00
TOTAL OPERATIONS	0	0.00	0.00	12,500.00	0.00	0.00	0.00
TOTAL CONTRACT SERVICES	0	0.00	0.00	12,500.00	0.00	0.00	0.00

CITY OF KEMAH  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2025

04 -HOTEL &amp; MOTEL FUND

% OF YEAR COMPLETED: 25.00

	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD ACTUAL
TOTAL EXPENDITURES	505,600	28,088.02	28,520.84	192,026.25	0.00	477,079.16	5.64
REVENUE OVER/ (UNDER) EXPENDITURES	0	( 15,832.57)	( 9,963.16)	( 157,988.57)	0.00	9,963.16	

CITY OF KEMAH  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2025

06 -KCDC

## FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD ACTUAL
<u>REVENUE SUMMARY</u>							
TAXES	1,368,530	114,192.53	332,187.73	331,744.20	0.00	1,036,342.54	24.27
OTHER SOURCES & USES	233,248	0.00	0.00	0.00	0.00	233,247.73	0.00
TOTAL REVENUES	1,601,778	114,192.53	332,187.73	331,744.20	0.00	1,269,590.27	20.74
<u>EXPENDITURE SUMMARY</u>							
NON-DEPARTMENTAL	826,500	102,790.58	148,520.58	202,536.06	0.00	677,979.42	17.97
TOTAL EXPENDITURES	826,500	102,790.58	148,520.58	202,536.06	0.00	677,979.42	17.97
REVENUE OVER/ (UNDER) EXPENDITURES	775,278	11,401.95	183,667.15	129,208.14	0.00	591,610.85	

CITY OF KEMAH  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2025

06 -KCDC

% OF YEAR COMPLETED: 25.00							
REVENUES	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD ACTUAL
<b>TAXES</b>							
4035      SALES TAX	1,263,530	104,907.00	304,002.60	295,103.60	0.00	959,527.67	24.06
4036      INTEREST	105,000	9,285.53	28,185.13	36,640.60	0.00	76,814.87	26.84
4037      MISCELLANEOUS REVENUE	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL TAXES	1,368,530	114,192.53	332,187.73	331,744.20	0.00	1,036,342.54	24.27
<b>OTHER SOURCES &amp; USES</b>							
4901      TRANSFER IN FUND BALANCE	233,248	0.00	0.00	0.00	0.00	233,247.73	0.00
TOTAL OTHER SOURCES & USES	233,248	0.00	0.00	0.00	0.00	233,247.73	0.00
TOTAL REVENUES	1,601,778	114,192.53	332,187.73	331,744.20	0.00	1,269,590.27	20.74
	=====	=====	=====	=====	=====	=====	=====

CITY OF KEMAH  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2025

06 -KCDC

% OF YEAR COMPLETED: 25.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD ACTUAL
<b>NON-DEPARTMENTAL</b>							
<b>=====</b>							
<b>OPERATIONS</b>							
510-8000 MANAGEMENT FEES	100,000	0.00	0.00	6,250.00	0.00	100,000.00	0.00
510-8100 AUDIT	10,000	0.00	0.00	0.00	0.00	10,000.00	0.00
510-8130 GRANT WRITER	0	0.00	0.00	0.00	0.00	0.00	0.00
510-8275 TRAINING/WORKSHOPS	5,000	0.00	0.00	0.00	0.00	5,000.00	0.00
510-8310 LEGAL FEES	5,000	0.00	0.00	0.00	0.00	5,000.00	0.00
510-8311 PROFESSIONAL FEES	15,000	0.00	0.00	0.00	0.00	15,000.00	0.00
510-8311.1 PRO FEES-MSTR PARK PLAN STDY	0	0.00	0.00	0.00	0.00	0.00	0.00
510-8311.2 PRO FEES-SWA DWNTWN STUDY	0	0.00	0.00	0.00	0.00	0.00	0.00
510-8311.3 PRO FEES - ENGINEERING	50,000	0.00	0.00	0.00	0.00	50,000.00	0.00
510-8320 ECONOMIC DEVELOPMENT SVCS	30,000	0.00	0.00	0.00	0.00	30,000.00	0.00
510-8327 GCAD ALLOCATION	10,000	0.00	0.00	0.00	0.00	10,000.00	0.00
510-8425 DUES/MEMBERSHIPS	20,000	15,000.00	15,000.00	15,625.00	0.00	5,000.00	75.00
510-8480 MARKETING/WEBSITE DEVELOPMENT	25,000	8,330.65	8,330.65	6,529.64	0.00	16,669.35	33.32
510-8515 CONTRACT LABOR	24,000	0.00	0.00	9,000.00	0.00	24,000.00	0.00
510-8516 380 REIMBURSEMENTS	100,000	0.00	27,730.00	0.00	0.00	72,270.00	27.73
510-8517 AV SERVICES	0	0.00	0.00	0.00	0.00	0.00	0.00
510-8550 BUSINESS RETENTION	100,000	64,459.93	64,459.93	0.00	0.00	35,540.07	64.46
510-8551 COMMUNITY DEVELOPMENT	50,000	0.00	0.00	0.00	0.00	50,000.00	0.00
510-8552 BEAUTIFICATION	25,000	0.00	0.00	209.58	0.00	25,000.00	0.00
510-8553 BEAUTIFICATION COMMITTEE	0	0.00	0.00	0.00	0.00	0.00	0.00
510-8554 BUSINESS CHAMBER SUPPORT	0	0.00	0.00	0.00	0.00	0.00	0.00
510-8555 MISC EXPENSE	18,000	0.00	18,000.00	0.00	0.00	0.00	100.00
510-8560 DEPRECIATION	0	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL OPERATIONS</b>	<b>587,000</b>	<b>87,790.58</b>	<b>133,520.58</b>	<b>37,614.22</b>	<b>0.00</b>	<b>453,479.42</b>	<b>22.75</b>
<b>OTHER SOURCES/USES</b>							
510-9000.07 FISCAL YEAR 2023 EXPENDITURE	0	0.00	0.00	0.00	0.00	0.00	0.00
510-9301 CAPITAL EXPENSE - FURNITURE	0	0.00	0.00	0.00	0.00	0.00	0.00
510-9802 INFRASTRUCTURE IMPROVEMENTS	0	0.00	0.00	0.00	0.00	0.00	0.00
510-9900.11 STREETSCAPE PROJECT	0	0.00	0.00	0.00	0.00	0.00	0.00
510-9900.2 57 ACRE NATURE RESERVE PARK	0	0.00	0.00	62,513.01	0.00	0.00	0.00
510-9900.3 PARK IMPROVEMENTS	50,000	0.00	0.00	0.00	0.00	50,000.00	0.00
510-9900.6 PARKING/TRAFFIC/SIDEWALKS	30,000	15,000.00	15,000.00	0.00	0.00	15,000.00	50.00
510-9900.7 EVERGREEN PARKWAY CAP PROJ	0	0.00	0.00	98,908.83	0.00	0.00	0.00
510-9900.9 WEST KEMAH DRAINAGE PROJECT	0	0.00	0.00	3,500.00	0.00	0.00	0.00
510-9901 TRANSFER TO CAPITAL PROJECTS	0	0.00	0.00	0.00	0.00	0.00	0.00
510-9902 RESERVED FOR CONTINGENCY	0	0.00	0.00	0.00	0.00	0.00	0.00
510-9903 BEL ROAD EXPANSION	0	0.00	0.00	0.00	0.00	0.00	0.00
510-9905 PARKING TERMINAL (CONNECT)	0	0.00	0.00	0.00	0.00	0.00	0.00
510-9906 TRANSFER TO GENERAL FUND	159,500	0.00	0.00	0.00	0.00	159,500.00	0.00
<b>TOTAL OTHER SOURCES/USES</b>	<b>239,500</b>	<b>15,000.00</b>	<b>15,000.00</b>	<b>164,921.84</b>	<b>0.00</b>	<b>224,500.00</b>	<b>6.26</b>
<b>TOTAL NON-DEPARTMENTAL</b>	<b>826,500</b>	<b>102,790.58</b>	<b>148,520.58</b>	<b>202,536.06</b>	<b>0.00</b>	<b>677,979.42</b>	<b>17.97</b>

CITY OF KEMAH  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2025

06 -KCDC

% OF YEAR COMPLETED: 25.00

	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD ACTUAL
TOTAL EXPENDITURES	826,500	102,790.58	148,520.58	202,536.06	0.00	677,979.42	17.97
REVENUE OVER/ (UNDER) EXPENDITURES	775,278	11,401.95	183,667.15	129,208.14	0.00	591,610.85	

CITY OF KEMAH  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2025

09 -CAPITAL PROJECTS  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD ACTUAL
<u>REVENUE SUMMARY</u>							
TAXES	0	0.00	0.00	0.00	0.00	0.00	0.00
OTHER INCOME	5,300	565.34	1,731.98	1,017.84	0.00	3,568.02	32.68
OTHER SOURCES & USES	100,000	0.00	0.00	0.00	0.00	100,000.00	0.00
TOTAL REVENUES	105,300	565.34	1,731.98	1,017.84	0.00	103,568.02	1.64
<u>EXPENDITURE SUMMARY</u>							
CAPITAL PROJECTS	0	0.00	0.00	( 1,498,962.71)	0.00	0.00	0.00
TOTAL EXPENDITURES	0	0.00	0.00	( 1,498,962.71)	0.00	0.00	0.00
REVENUE OVER/ (UNDER) EXPENDITURES	105,300	565.34	1,731.98	1,499,980.55	0.00	103,568.02	

CITY OF KEMAH  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2025

09 -CAPITAL PROJECTS

REVENUES	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF YEAR COMPLETED: 25.00	
							% YTD ACTUAL	
<b>TAXES</b>								
4024 MISC REVENUE	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL TAXES	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>OTHER INCOME</b>								
4515 INTEREST	5,300	565.34	1,731.98	1,017.84	0.00	3,568.02	32.68	
4516 INTEREST	0	0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL OTHER INCOME	5,300	565.34	1,731.98	1,017.84	0.00	3,568.02	32.68	
<b>OTHER SOURCES &amp; USES</b>								
4901 TRANS IN GF	100,000	0.00	0.00	0.00	0.00	100,000.00	0.00	
4904 TRANS IN HOTEL FUND PROJECTS	0	0.00	0.00	0.00	0.00	0.00	0.00	
4906 TRANSFER IN KCDC	0	0.00	0.00	0.00	0.00	0.00	0.00	
4907 TRANSFER IN - FUND BALANCE	0	0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL OTHER SOURCES & USES	100,000	0.00	0.00	0.00	0.00	100,000.00	0.00	
TOTAL REVENUES	105,300	565.34	1,731.98	1,017.84	0.00	103,568.02	1.64	
	=====	=====	=====	=====	=====	=====	=====	=====

CITY OF KEMAH  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2025

## 09 -CAPITAL PROJECTS

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF YEAR COMPLETED: 25.00	% YTD ACTUAL							
<b>CAPITAL PROJECTS</b>															
<b>=====</b>															
<b>EMPLOYEE RELATED</b>															
510-6012 MAYOR/COUNCIL EXPENSES	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
TOTAL EMPLOYEE RELATED	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
<b>OPERATIONS</b>															
510-8400 OPERATING EXPENSE	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
510-8515 CONTRACT LABOR	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
510-8516 380 REIMBURSEMENTS	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
510-8554 BUSINESS CHAMBER SUPPORT	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
510-8555 MISC EXPENSE	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
TOTAL OPERATIONS	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
<b>OTHER SOURCES/USES</b>															
510-9000 ROAD IMPROVEMENTS	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
510-9000.10ANDERS ROAD PROJECT	0	0.00	0.00	316,565.36	0.00	0.00	0.00	0.00							
510-9100 DRAINAGE IMPROVEMENTS	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
510-9200 DOWNTOWN IMPROVEMENTS	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
510-9300 CITY FACILITIES IMPROVEMENTS	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
510-9301 CAPITAL EXPENSE - FURNITURE	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
510-9400 PARK IMPROVEMENTS	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
510-9400.01FOSTER PARK IMPROVEMENTS	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
510-9400.02NATURE FACILITY	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
510-9500 COMMUNITY ENTRANCES/SIGNS	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
510-9600 COMPUTER/AV UPGRADES	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
510-9700 VISITOR CENTER BLDG.PARK RIDE	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
510-9800 VEHICLES/EQUIPMENT	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
510-9900 OTHER	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
510-9900.6 PARKING/TRAFFIC/SIDEWALKS	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
510-9900.9 WEST KEMAH DRAINAGE PROJ	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
510-9901 TRANSFER IN FROM GF	0	0.00	0.00	( 1,815,528.07)	0.00	0.00	0.00	0.00							
510-9902 RESERVED FOR CONTINGENCY	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
510-9950 HOTEL/CONFERENCE CTR	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
510-9960 PW EQUIPMENT	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
510-9970 PD EQUIPMENT	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00							
TOTAL OTHER SOURCES/USES	0	0.00	0.00	( 1,498,962.71)	0.00	0.00	0.00	0.00							
 TOTAL CAPITAL PROJECTS	 0	 0.00	 0.00	 ( 1,498,962.71)	 0.00	 0.00	 0.00	 0.00							

CITY OF KEMAH  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2025

09 -CAPITAL PROJECTS

% OF YEAR COMPLETED: 25.00

	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD ACTUAL
TOTAL EXPENDITURES	0	0.00	0.00	( 1,498,962.71)	0.00	0.00	0.00
REVENUE OVER/ (UNDER) EXPENDITURES	105,300	565.34	1,731.98	1,499,980.55	0.00	103,568.02	

CITY OF KEMAH  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2025

11 -KEMAH GROWTH FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD ACTUAL
<u>REVENUE SUMMARY</u>							
TAXES	0	0.00	0.00	0.00	0.00	0.00	0.00
OTHER INCOME	70,000	9,978.46	26,919.39	24,280.22	0.00	43,080.61	38.46
OTHER SOURCES & USES	<u>100,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100,000.00</u>	<u>0.00</u>
TOTAL REVENUES	170,000	9,978.46	26,919.39	24,280.22	0.00	143,080.61	15.83
<u>EXPENDITURE SUMMARY</u>							
TOTAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00	0.00
REVENUE OVER/ (UNDER) EXPENDITURES	170,000	9,978.46	26,919.39	24,280.22	0.00	143,080.61	

CITY OF KEMAH  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2025

11 -KEMAH GROWTH FUND

% OF YEAR COMPLETED: 25.00

REVENUES		CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD ACTUAL
<b>TAXES</b>								
4037	IT REPLACEMENT FUND	0	0.00	0.00	0.00	0.00	0.00	0.00
4038	GUARANTEE SHOPS OF KEMAH	0	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL TAXES	0	0.00	0.00	0.00	0.00	0.00	0.00
<b>OTHER INCOME</b>								
4516	INTEREST INCOME	70,000	9,978.46	26,919.39	24,280.22	0.00	43,080.61	38.46
	TOTAL OTHER INCOME	70,000	9,978.46	26,919.39	24,280.22	0.00	43,080.61	38.46
<b>OTHER SOURCES &amp; USES</b>								
4906	TRANSFER IN GF-ROAD DRAINAGE	100,000	0.00	0.00	0.00	0.00	100,000.00	0.00
	TOTAL OTHER SOURCES & USES	100,000	0.00	0.00	0.00	0.00	100,000.00	0.00
<b>TOTAL REVENUES</b>								
		170,000	9,978.46	26,919.39	24,280.22	0.00	143,080.61	15.83
		=====	=====	=====	=====	=====	=====	=====

CITY OF KEMAH  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2025

11 -KEMAH GROWTH FUND

% OF YEAR COMPLETED: 25.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD ACTUAL
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CITY OF KEMAH  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2025

11 -KEMAH GROWTH FUND

% OF YEAR COMPLETED: 25.00

	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD ACTUAL
TOTAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00	0.00
REVENUE OVER/ (UNDER) EXPENDITURES	170,000	9,978.46	26,919.39	24,280.22	0.00	143,080.61	

CITY OF KEMAH  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2025

15 -REPLACEMENT FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD ACTUAL
<u>REVENUE SUMMARY</u>							
TAXES	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	0	0.00	0.00	0.00	0.00	0.00	0.00
<u>EXPENDITURE SUMMARY</u>							
TOTAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00	0.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00	0.00

CITY OF KEMAH  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2025

15 -REPLACEMENT FUND

% OF YEAR COMPLETED: 25.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD ACTUAL
<b>TAXES</b>							
4037 IT REPLACEMENT FUND	0	0.00	0.00	0.00	0.00	0.00	0.00
4038 PD REPLACEMENT FUND	0	0.00	0.00	0.00	0.00	0.00	0.00
4039 PW REPLACEMENT FUND	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL TAXES	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	0	0.00	0.00	0.00	0.00	0.00	0.00
=====	=====	=====	=====	=====	=====	=====	=====

CITY OF KEMAH  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2025

15 -REPLACEMENT FUND

% OF YEAR COMPLETED: 25.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD ACTUAL
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CITY OF KEMAH  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2025

15 -REPLACEMENT FUND

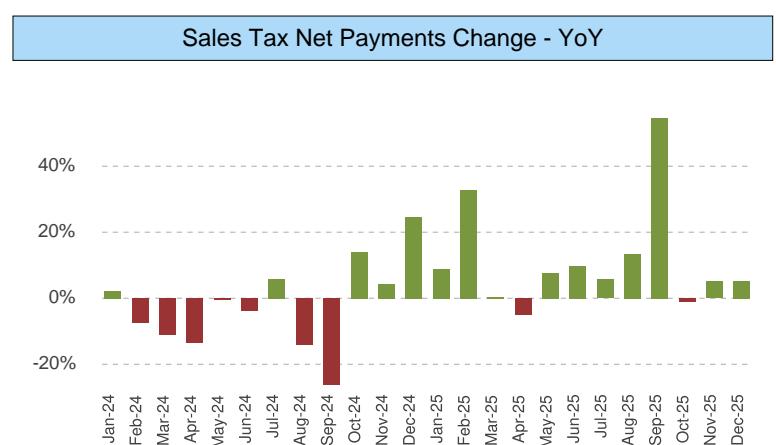
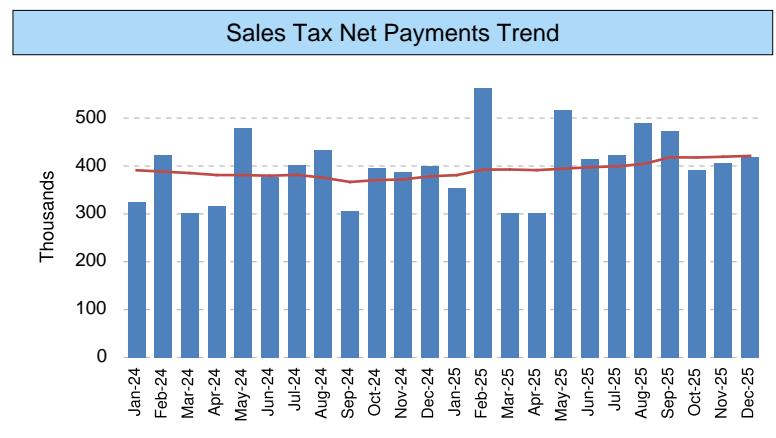
							% OF YEAR COMPLETED: 25.00
	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	
TOTAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00	0.00
=====	=====	=====	=====	=====	=====	=====	=====
REVENUE OVER/ (UNDER) EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00	0.00
=====	=====	=====	=====	=====	=====	=====	=====

## SALES TAX SNAPSHOT

Kemah

Dec-25

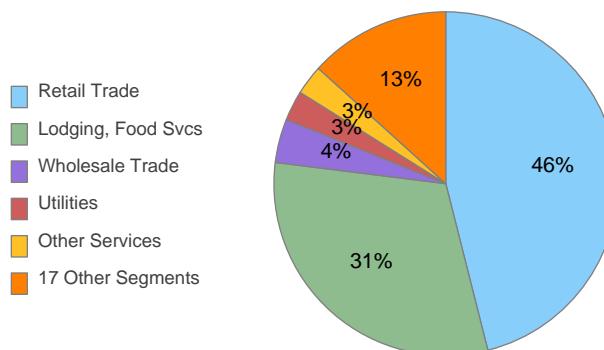
Sales Tax Net Payments			
FY Mo.	FY2025	FY2026	YoY % Change
Oct	\$ 395,045	\$ 390,589	-1.1%
Nov	\$ 386,362	\$ 405,794	5.0%
Dec	\$ 399,007	\$ 419,628	5.2%
Jan	\$ 353,449		
Feb	\$ 562,119		
Mar	\$ 301,819		
Apr	\$ 301,554		
May	\$ 516,245		
Jun	\$ 415,071		
Jul	\$ 423,750		
Aug	\$ 490,599		
Sep	\$ 472,085		
FYTD	\$ 1,180,414	\$ 1,216,010	3.0%
FY Total	\$ 5,017,106		



Industry Segment Collections Trend - YoY % Chg

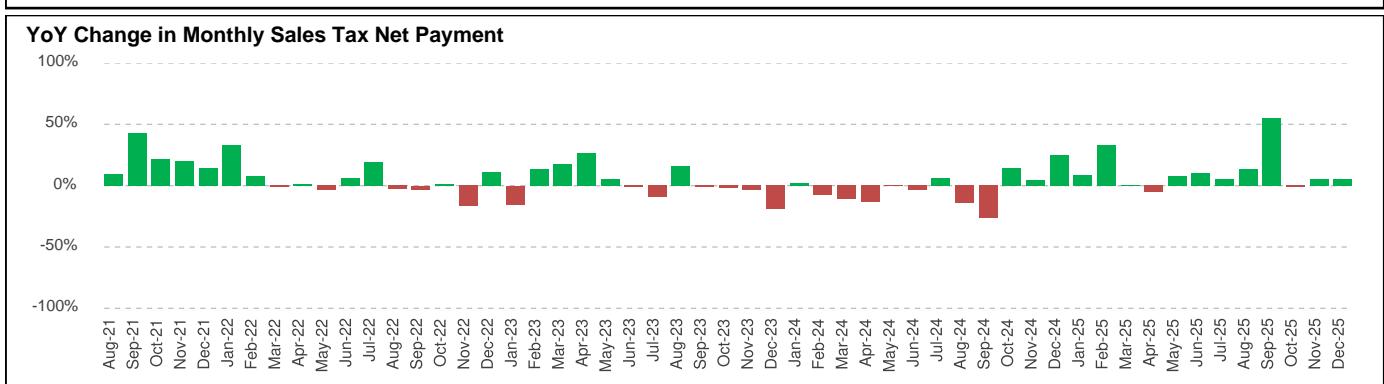
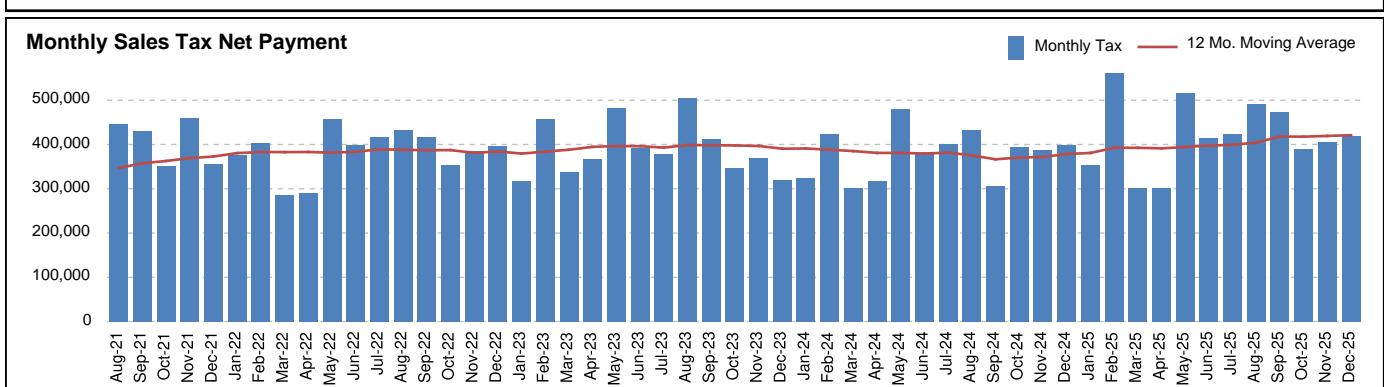
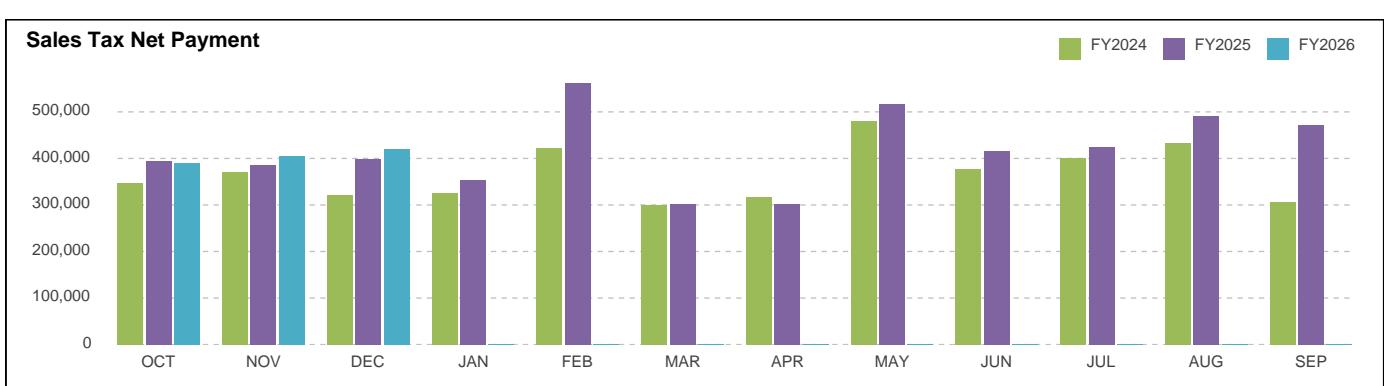
SEGMENT	Jul	Aug	Sep	Oct	Nov	Dec
Retail Trade	10.8%	3.6%	5.6%	-5.7%	-0.7%	-5.3%
Lodging, Food Svcs	18.8%	-1.0%	40.1%	4.9%	-7.0%	0.6%
Utilities	14.9%	207.6%	-118.2%	-33.4%	71.5%	-7.7%
Wholesale Trade	-53.2%	46.4%	3.1%	-48.0%	-0.5%	-14.0%
Other Services	-16.1%	42.5%	21.1%	-11.6%	19.9%	38.1%
All Others	-6.9%	30.4%	25.2%	40.2%	43.5%	65.1%
Total Collections	5.0%	13.2%	56.0%	-1.2%	5.0%	4.6%

## Sales Tax Collections by Industry Segment



## Kemah - Sales Tax Net Payment Trend

	FISCAL YEAR				
	2022	2023	2024	2025	2026
Oct	\$ 350,485	\$ 353,584	\$ 346,593	\$ 395,045	\$ 390,589
Nov	\$ 459,051	\$ 384,146	\$ 370,141	\$ 386,362	\$ 405,794
Dec	\$ 356,483	\$ 395,487	\$ 320,393	\$ 399,007	\$ 419,628
Jan	\$ 375,864	\$ 317,757	\$ 324,577	\$ 353,449	
Feb	\$ 403,570	\$ 456,728	\$ 423,157	\$ 562,119	
Mar	\$ 286,679	\$ 337,676	\$ 300,776	\$ 301,819	
Apr	\$ 289,182	\$ 366,526	\$ 317,102	\$ 301,554	
May	\$ 458,084	\$ 481,451	\$ 479,643	\$ 516,245	
Jun	\$ 397,548	\$ 392,319	\$ 377,902	\$ 415,071	
Jul	\$ 417,561	\$ 379,307	\$ 401,137	\$ 423,750	
Aug	\$ 433,140	\$ 503,705	\$ 432,374	\$ 490,599	
Sep	\$ 417,536	\$ 413,210	\$ 305,253	\$ 472,085	
<b>YEAR</b>	<b>\$ 4,645,182</b>	<b>\$ 4,781,897</b>	<b>\$ 4,399,048</b>	<b>\$ 5,017,106</b>	<b>\$ 1,216,010</b>





Item Number

**9.F**

**Title**

Human Resources Monthly Report

**Submitting Department**

Human Resources

**Funding Source**

Not Applicable

**Attachments:**

[DECEMBER MONTHLY REPORT.docx](#)

CITY OF KEMAH  
HUMAN RESOURCES

December 2025

Active full-time employees: 38

Active Police cadet: 1

Municipal Court Judge: 2

Active part-time dispatcher: 1

Active Intern: 1

Reserve officers: 8

Chaplains: 2

Fire Chief: 1

Human Resources sponsored our 2<sup>nd</sup> annual Thanksmas on December 17<sup>th</sup> for our employees. We were pleased to have ample participation, including our mayor and multiple council members.



Item Number

**9.G**

**Title**

City Secretary Report

**Submitting Department**

City Secretary

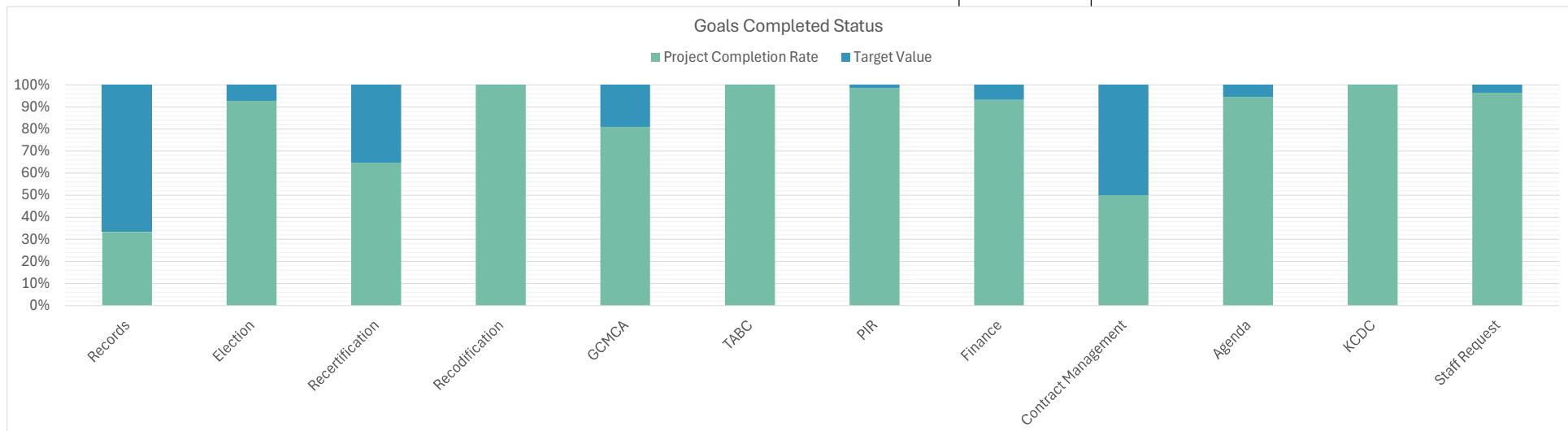
**Funding Source**

Not Applicable

**Attachments:**

[City Secretary Report.pdf](#)

	Target Value	Yearly	Monthly	Completed	Project Completion Rate	Yearly Comparison		
						2024	2025	2026
						Started Tracking in 2025		
Records	100%	45	1	15	33%	0	45	0
Election	100%	14	0	13	93%	0	14	0
Recertification	100%	17	0	11	65%	0	16	1
Recodification	100%	1	0	1	100%	0	1	0
GCMCA	100%	21	3	17	81%	0	19	2
TABC	100%	12	2	12	100%	0	12	0
PIR	100%	277	36	273	99%	226	277	0
Finance	100%	59	4	55	93%	0	58	1
Contract Management	100%	6	0	3	50%	0	6	0
Agenda	100%	92	20	87	95%	0	89	3
KCDC	100%	4	1	4	100%	0	4	0
Staff Request	100%	306	2	295	96%	0	305	1





Item Number

**10.A**

**Title**

To Approve the Minutes of the 01/07/26 City Council Workshop Meeting

**Submitting Department**

City Secretary

**Funding Source**

Not Applicable

**Attachments:**

[MIN 01-07-26 Council Workshop.pdf](#)



**WORKSHOP  
MINUTES**

January 7, 2026  
5:00 PM

Robin Collins - Mayor

Darren Broadus      Dustin Oliver      Doug Meisinger      Lee Wallace      Isaac Saldana  
Council Position 1      Council Position 2      Council Position 3      Council Position 4      Council Position 5

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

Council Member Darren Broadus called the Kemah Council Workshop/Kemah Public Facilities Corporation Workshop to order at 5:04 p.m. in the Council Chambers in Kemah City Hall. Present were City Councilmembers Lee Wallace, Darren Broadus, Dustin Oliver, and Isaac Saldana. Mayor Robin Collins arrived at 5:18 PM. Council Member Doug Meisinger was absent and there was a quorum.

**2. Invitation to Address Council**

(State law prohibits the Mayor and members of the City Council from commenting on any statement or engaging in dialogue without an appropriate agenda item being posted in accordance with the Texas Open Meetings Law. Comments should be directed at the entire Council, not individual members. Engaging in verbal attacks or comments intended to insult, abuse, malign or slander any individual shall be cause for termination of speaking privileges and expulsion from Council Chambers. Your comments are limited to three (3) minutes. Adopted Resolution 2023-04-HB2840.)

Name	Address	Topic
Brian	228 Marina Bay	Events
Shelia Thorne		Open Application for Boards

**3. Discussion Items**

**3.A. Discussion Regarding Hotel Occupancy Tax (HOT) Sponsorship Applications      Communications and Tourism**

**4. Adjournment**

Mayor Collins-there being no further comments, the meeting is adjourned by 5:57 PM.

Meeting End Time: 5:57 PM

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

Approved: \_\_\_\_\_  
Robin Collins, Mayor

Attest: \_\_\_\_\_  
Natasha Hinton, City Secretary

**Virtual Meeting Information**

[\*\*Meeting Live Stream Link\*\*](#)



Item Number

**10.B**

**Title**

To Approve the Minutes of the 01/07/26 City Council Regular Meeting

**Submitting Department**

City Secretary

**Funding Source**

Not Applicable

**Attachments:**

[MIN 01-07-26 Council Regular Meeting.pdf](#)



**COUNCIL REGULAR MEETING  
MINUTES**

January 7, 2026  
6:00 PM

Robin Collins - Mayor

Darren Broadus	Dustin Oliver	Doug Meisinger	Lee Wallace	Isaac Saldana
Council Position 1	Council Position 2	Council Position 3	Council Position 4	Council Position 5

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

Mayor Robin Collins called the Kemah Council Meeting/Kemah Public Facilities Corporation Meeting to order at 6:01 p.m. in the Council Chambers in Kemah City Hall. Present were City Councilmembers Lee Wallace, Darren Broadus, Dustin Oliver, and Isaac Saldana. Council Member Doug Meisinger was absent and there was a quorum.

**2. Pledges**

Mayor Collins led the pledges of allegiance to the flags.

**3. Moment Of Silence**

Observed

#### 4. Invitation to Address Council

(State law prohibits the Mayor and members of the City Council from commenting on any statement or engaging in dialogue without an appropriate agenda item being posted in accordance with the Texas Open Meetings Law. Comments should be directed at the entire Council, not individual members. Engaging in verbal attacks or comments intended to insult, abuse, malign or slander any individual shall be cause for termination of speaking privileges and expulsion from Council Chambers. Your comments are limited to three (3) minutes. Adopted Resolution 2023-04-HB2840.)

Name	Address	Topic
Shelia Thorne		Executive Session Shaq

#### 5. Proclamations, Presentations, Awards, and Community Spotlight

5.A. **Recognition of the City of Kemah as a “We Hire Vets” recognized employer through the Texas Workforce Commission and Texas Veterans Commission.** Human Resources

#### 6. Mayor's Comments and Announcements

Announcements concerning items of community interest. No action will be taken.

- CCLAC Award
- Events
- Holiday Closures
- Citizen Concerns
- TXDOT Road Closure

#### 7. Council Members' Comments and Announcements

Announcements concerning items of community interest. No action will be taken.

Council Member Darren Broadus

- Thanks for Coming

Council Member Dustin Oliver

- Thanks for Coming

Council Member Lee Wallace

- Thanks for Coming

Council Member Isaac Saldana

- Let's get to Work

**8. City Administrator Report**

Announcements concerning items of community interest. No action will be taken.

**8.A. TCEQ Compliance Letter dated 11/14/2025**

**City Administrator**

**9. Reports from Staff**

**9.A. POLICE DEPARTMENT MONTHLY UPDATE**

**Police Department**

**9.B. Human Resources Monthly Report**

**Human Resources**

**9.C. Monthly Reports And Sales Tax Report**

**Finance**

**9.D. FEMA Small Project Closeout**

**Finance**

**9.E. Next Level October-November report**

**Human Resources**

**9.F. City Secretary Report**

**City Secretary**

**10. Executive (Closed) Session(s)**

**Mayor Collins adjourned the regular meeting to proceed with the closed sessions at 6:14 PM**

**10.A. Texas Open Meetings Act, Section 551.074 Government Code - Personnel Matters Discuss Employment, Appointment, or Evaluation of a Public Officer or Employee**

**Mayor**

**City Secretary**

**10.B. Texas Open Meetings Act, Section 551.071 Government Code - Consultation with Attorney**

**City Administrator**

**10.C. Texas Open Meetings Act, Section 551.072 Government Code - Deliberations About Real Property**

**City Administrator**

**11. Action Item(s) From Executive Session(s)**

**Mayor Collins reconvened the regular meeting to proceed with the closed sessions at 7:29 PM**

**11.A. Consideration and Possible Action on Personnel Matters Discuss Employment, Appointment, or Evaluation of a Public Officer or Employee, to-wit:**

**Mayor**

**City Secretary**

**No Action Taken**

11.B. Consideration and Possible Action Regarding Deliberations About Real Property City Administrator

Motion: To Approve Quick Quack Easement Pending Utility Verification and Type of Construction  
Made By: Council Member Darren Broadus  
Seconded By: Council Member Lee Wallace  
Vote: Motion Carried unanimously by all Councilmembers present.

12. Consent Agenda

Mayor Collins requested Item 14F be prioritized for discussion before item 12A.

12.A. To Approve the Minutes of the 12/03/25 City Council Regular Meeting City Secretary  
12.B. Consideration and Possible Action to Approve Resolution 2026-01 City Secretary

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KEMAH TO AUTHORIZE A CONTRACT FOR ELECTION SERVICES BETWEEN THE ELECTIONS OFFICER OF THE COUNTY OF GALVESTON, THE COUNTY OF GALVESTON AND THE CITY OF KEMAH FOR A GENERAL ELECTION ON SATURDAY, MAY 2, 2026 AND A RUNOFF ELECTION ON SATURDAY, JUNE 13, 2026, IF NECESSARY, AND OTHER MATTERS

12.C. Consideration and Possible Action to Approve Resolution 2026-02 City Secretary  
A Resolution of the City of Kemah, Texas Designating an Official Newspaper for the City of Kemah  
12.D. Consideration and Possible Action to Declare Five Ruggedized Cell Phones as Surplus Police Department

Motion: To Approve Items 12A-12D  
Made By: Council Member Darren Broadus  
Seconded By: Council Member Lee Wallace  
Vote: Motion Carried unanimously by all Councilmembers present.

13. Old Business and Consideration of Possible Action

13.A. Consideration and Possible Action to Approve the Replat for Quick Quack Coastal View- FM 2094 (Preliminary/Final Plat) Building

Motion: To Approve  
Made By: Council Member Darren Broadus  
Seconded By: Council Member Dustin Oliver  
Vote: Motion Carried Council Member Isaac Saldana, voting "No".

13.B. Consideration and Possible Action Regarding Hotel Occupancy Tax Communications and (HOT) Sponsorship Applications Tourism

*\*Item Tabled at the 11/5/25 City Council Meeting*

**Motion:** To Approve as discussed in the 1/7/26 Workshop.

Council Member Dustin Oliver abstained from voting.

**Made By:** Council Member Darren Broadus

**Seconded By:** Council Member Isaac Saldana

**Vote:** Motion Carried unanimously by all Councilmembers present.

**14. New Business and Consideration of Possible Action**

14.A. Consideration and Action to Approve a Special Event Temporary Communications and Conditional Use Permit for the “Krewes Into Kemah Mardi Gras Tourism Parade”

**Motion:** To Approve Pending Police Department Approval

**Made By:** Council Member Isaac Saldana

**Seconded By:** Council Member Lee Wallace

**Vote:** Motion Carried unanimously by all Councilmembers present.

14.B. Consideration and Possible Action to Approve Resolution 2026-04 City Secretary

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KEMAH, TEXAS, ESTABLISHING THE REGULAR MEETING DATES, TIME, AND PLACE OF THE CITY COUNCIL; REPEALING PRIOR CONFLICTING ACTIONS; AND PROVIDING AN EFFECTIVE DATE.**

**Motion:** To Approve To Change the Council Meeting Time to 4:00 PM

**Made By:** Council Member Darren Broadus

**Seconded By:** Council Member Lee Wallace

**Vote:** Motion Carried unanimously by all Councilmembers present.

14.C. Consideration and Possible Action to Move the 02/18/26 City Council Regular Meeting to a 02/19/26 City Council Special Meeting City Secretary

**Motion:** To Approve

**Made By:** Council Member Isaac Saldana

**Seconded By:** Council Member Darren Broadus

**Vote:** Motion Carried unanimously by all Councilmembers present.

14.D. Consideration and Possible Action to Approve the itemized radio equipment that will be purchased under the Operation Lone Star Grant program. Police Department

**Motion:** To Approve

**Made By:** Council Member Darren Broadus

**Seconded By:** Council Member Lee Wallace

**Vote:** Motion Carried unanimously by all Councilmembers present.

14.E. Consideration and possible action to approve a budget amendment that will be reimbursed under the Operation Lone Star Grant program from the Texas Office of the Governor. Police Department

**Motion:** To Approve

**Made By:** Council Member Darren Broadus

**Seconded By:** Council Member Dustin Oliver

**Vote:** Motion Carried unanimously by all Councilmembers present.

14.F. Consideration and Possible Action to Approve the purchase of new equipment for Public Works Finance

**Motion:** To Move Item Up for Discussion - Mayor Collins requested Item 14F be prioritized for discussion before item 12A.

**Made By:** Council Member Darren Broadus

**Seconded By:** Council Member Dustin Oliver

**Vote:** Motion Carried unanimously by all Councilmembers present.

**Motion:** To Approve Option "A" for \$214,400.00

**Made By:** Council Member Darren Broadus

**Seconded By:** Council Member Isaac Saldana

**Vote:** Motion Carried unanimously by all Councilmembers present.

14.G. Consideration and Possible Action to Award the Contract for RFP, Sealed Bid Project 2025-01 - Professional Grant Administrative Services for Community Development Block Grant - Disaster Recovery (CDBG-DR) Local Communities Program (LCP) to Public Management, Inc. City Administrator

**Motion:** To Approve Public Management Inc.

**Made By:** Council Member Darren Broadus

**Seconded By:** Council Member Lee Wallace

**Vote:** Motion Carried unanimously by all Councilmembers present.

**14.H. Discuss 2025-2026 Kemah Fee Schedule.**

**Finance**

No Action Taken

**15. Adjournment**

Mayor Collins-there being no further comments, the meeting is adjourned by 8:09 PM.

Meeting End Time: 8:09 PM

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

Approved: \_\_\_\_\_  
Robin Collins, Mayor

Attest: \_\_\_\_\_  
Natasha Hinton, City Secretary



Item Number

**11.A**

**Title**

Hold a Public Hearing on the Construction of Linear Park (Gateway Park)

- Open Public Hearing
- Public Comments
- Mayor and Council Deliberation
- Close Public Hearing

**Submitting Department**

City Administrator

**Background/Recommendation**

A Public Hearing will be held and consideration of a resolution authorizing the use of Type B sales tax funds for the construction of Linear Park (Gateway Park) is scheduled for Wednesday, January 21st , 2026 at 6 p.m. at the City Council meeting and Wednesday, February 4th , 2026, at 6 p.m. at the City Council meeting; both will be held at Kemah City Hall, 1401 Hwy 146, Kemah, TX 77565.

**Funding Source**

Not Applicable

**Attachments:**

[Linear Gateway Park 60 Day Notice.docx](#)

**NOTICE OF 60-DAY COMMENT PERIOD ON THE USE OF TYPE B FUNDS FOR THE CONSTRUCTION OF LINEAR PARK (GATEWAY PARK)**

The Kemah Community Development Cooperation (KCDC) hereby gives notice, pursuant to Texas Local Government Code, Sec. 505.158, that it will conduct a sixty (60) day comment period that will open on November 9th, 2025, and will close on January 9th, 2026, for the consideration to use Type B sales tax funds for the construction of Linear Park (Gateway Park).

A Public Hearing will be held and consideration of a resolution authorizing the use of Type B sales tax funds for the construction of Linear Park (Gateway Park) is scheduled for **Wednesday, January 21<sup>st</sup> , 2026** at 6 p.m. at the City Council meeting and **Wednesday, February 4<sup>th</sup> , 2026**, at 6 p.m. at the City Council meeting; both will be held at Kemah City Hall, 1401 Hwy 146, Kemah, TX 77565.

The proposal constitutes an economic development “Project,” as defined by Texas Local Govt. Code Chapter 505 *Type B Corporations*.

For additional information, the public may contact Cesar Garcia, City Administrator, via email at [cgarcia@kemahtx.gov](mailto:cgarcia@kemahtx.gov) or via phone at (281) 334-1611.

Notice has been published in the Galveston Daily News and will be posted at the Kemah City Hall Municipal Building Bulletin Board and City of Kemah website for the duration of the public comment period, which will end on January 9th, 2026.

Posted in Galveston Daily News 11-9-25



Item Number

**11.B**

**Title**

Consideration and Possible Action: To approve Resolution 2026-05

A Resolution of the City Council of the City of Kemah, Texas Authorizing a Project for Economic Development Located in Kemah as Described in Exhibit "A" Under Chapter 505 of the Texas Local Government Code for the Purpose of Economic Development Expenditures and Providing an Effective Date.

1 of 2 Readings

**Submitting Department**

City Administrator

**Background/Recommendation**

Approval of the reconfigure 6<sup>th</sup> Street between SH 146 and Kipp using a concrete overlay process. Included in the packet is a quote for the Shared Use Path along 6<sup>th</sup> Street.

10/21/25 KCDC Meeting- Declared Project

11/09/25 60 Day Notice Posting in Galveston Daily News

11/09/25 Opening of Comment Period

01/09/26 Closing of Comment Period - No comments reported

**Ordinance Approvals and Notice Posting**

November 9, 2025 Notice Posting Date

January 21, 2026 First Reading Date

February 4, 2026 Second Reading Date

**Funding Source**

Funds are available from Account #

**Attachments:**

[Exhibit A- Linear Park Plan](#)

[Exhibit B- Minutes](#)

[Linear Gateway Park 60 Day Notice.docx](#)

[RES 2026-05.docx](#)

HWY 146 LINEAR PARK

CONCEPT DESIGN

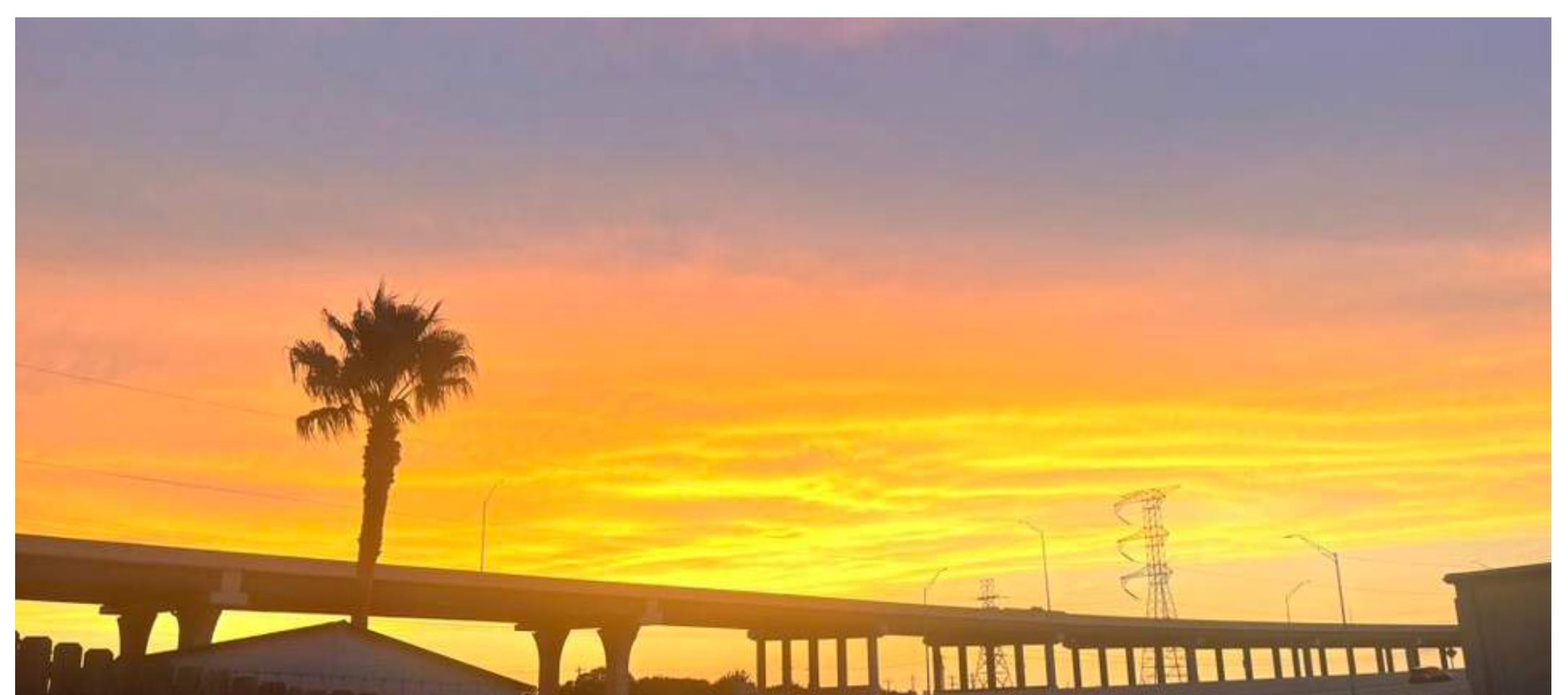


# Kemah: Facing the wind

Kemah — meaning “facing the wind” in the language of the Karankawa people — is a vibrant coastal city known for its fishing, boating, and the beloved Kemah Boardwalk. It’s a place where the water shapes both lifestyle and identity.

With the construction of Highway 146, a barrier now separates the community — dividing the Boardwalk from the newly built 57-acre nature facility.

This project aims to reconnect Kemah by transforming the space beneath the highway into a safe, artful, and welcoming pathway. With lighting, murals, and pedestrian-friendly design, it will become a new icon — inviting travelers to stop, explore, and experience the spirit of Kemah. It also has the potential to host future community events and celebrations.



## HWY 146 / KEMAH

LOCATION: KEMAH, TEXAS

CLIENT: CITY OF KEMAH

DATE: OCTOBER, 2025

CONCEPT DESIGN | 2



LJA

## HWY 146 / VICINITY MAP

LOCATION: KEMAH, TEXAS

CLIENT: CITY OF KEMAH

DATE: OCTOBER, 2025

NOT TO SCALE



CONCEPT DESIGN | 3

# SEABROOK SH146 IMPROVEMENTS

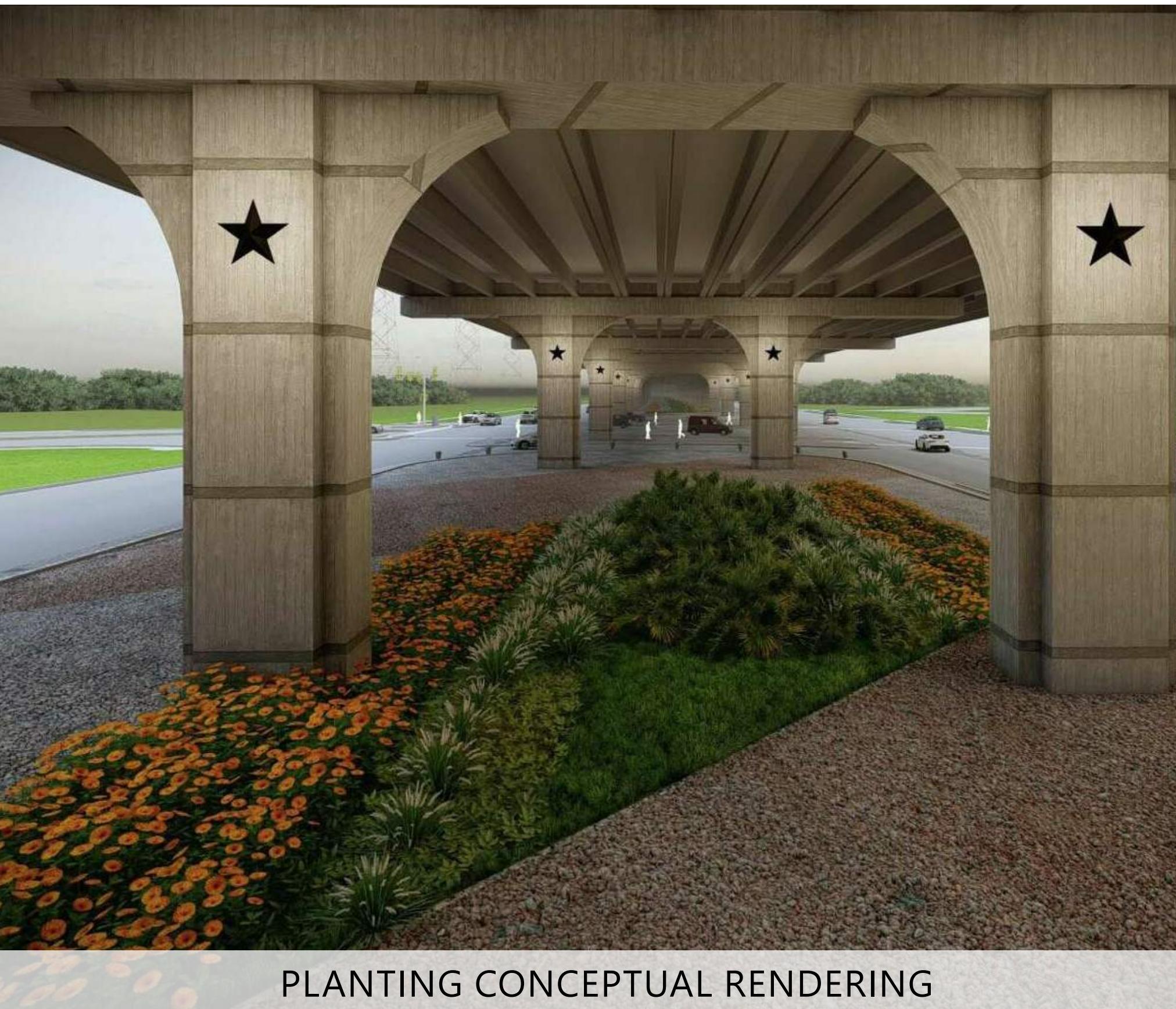
Seabrook, TX

## INTRODUCTION:

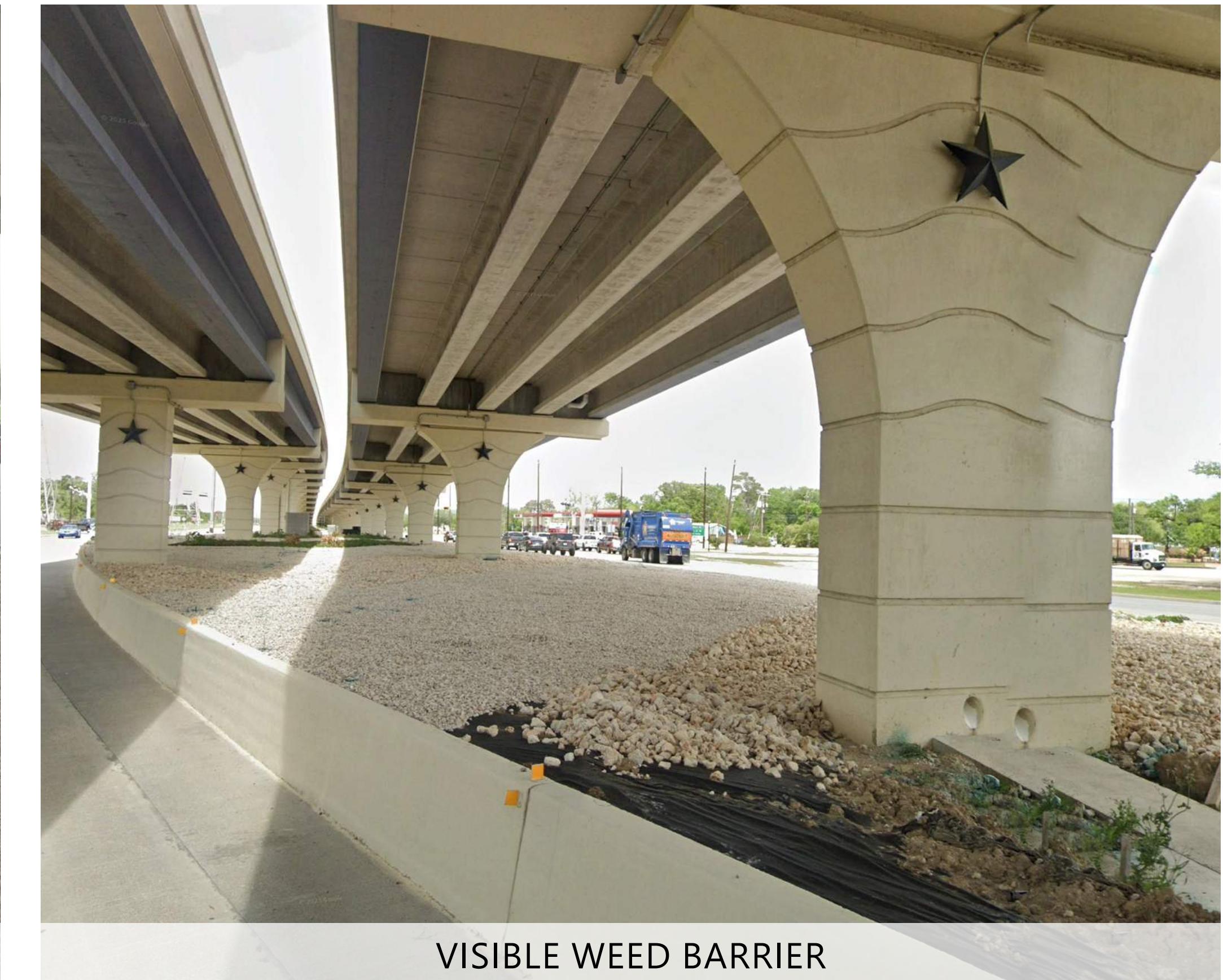
*This project is funded through a Texas Department of Transportation landscaping grant called a "Green Ribbon" grant, which is used to improve the aesthetic characteristics of highway corridors and reduce the negative impacts of air pollution by planting greenery.*

## Key Takeaways:

- Large gravel areas help reduce maintenance, though some weeds are emerging
- Weed barrier fabric is visible where gravel has moved
- Median planting pockets face sun/shade challenges that impact plant health
- Current design offers limited placemaking or attraction for visitors



PLANTING CONCEPTUAL RENDERING



VISIBLE WEED BARRIER



SHADE PLANTING EXISTING CONDITION



GRAVEL AREA EXISTING CONDITION

## HWY 146 / CASE STUDY

LJA

LOCATION: KEMAH, TEXAS

CLIENT: CITY OF KEMAH

DATE: OCTOBER, 2025

CONCEPT DESIGN | 4

# PRESTON LEVEL CROSSING REMOVAL

## PROJECT

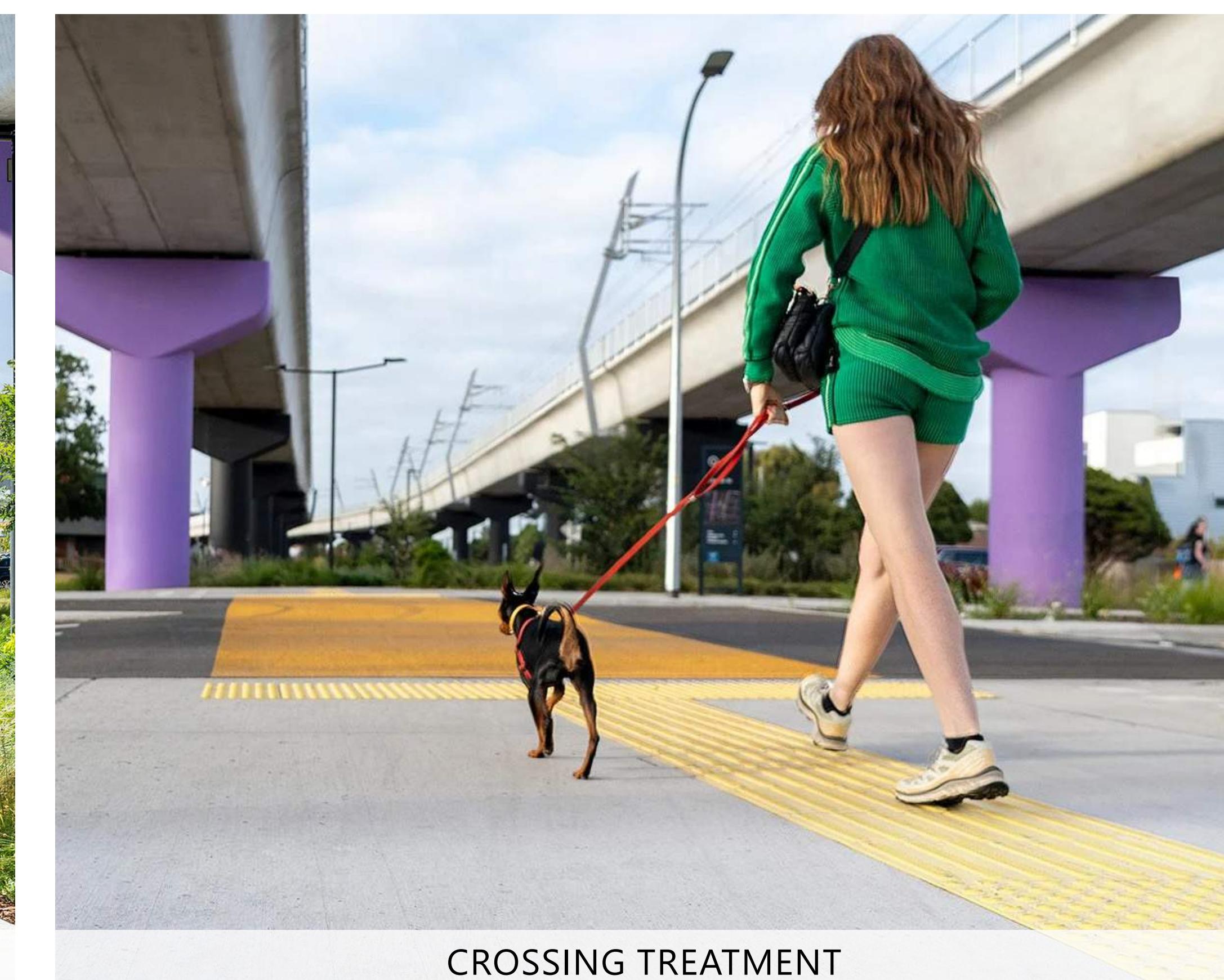
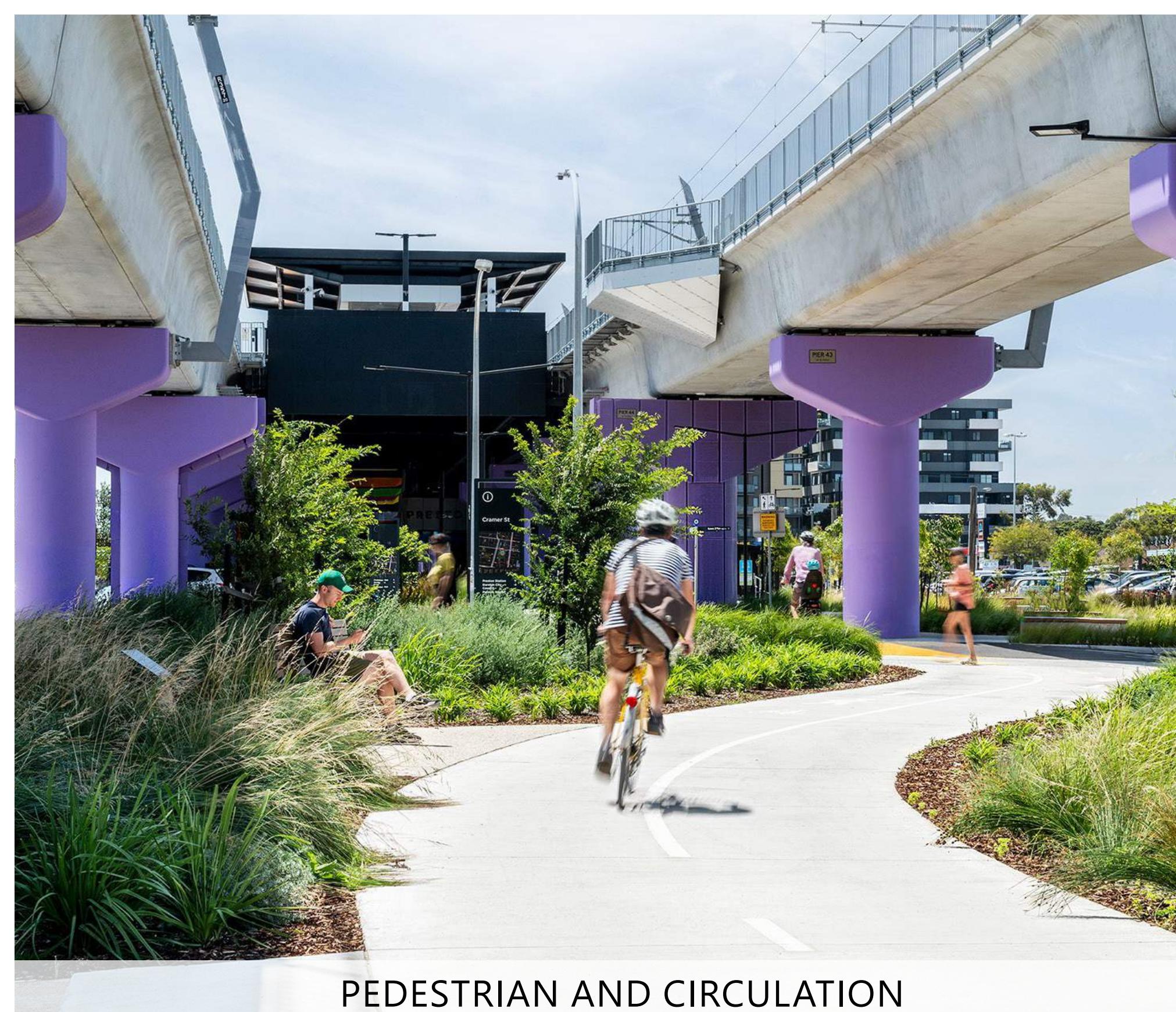
Ontario, Canada

### INTRODUCTION:

*The Preston Level Crossing Removal Project highlights the positive outcomes that innovative design can bring to state infrastructure projects, rejecting a 'business as usual' approach to create unforgettable urban community spaces.*

### Key Takeaways:

- Features a thoughtfully designed green space with beautiful plantings and a natural dry creek
- A simple, inviting trail winds through the landscape, encouraging exploration
- Split bridge design allows more natural light to brighten the space
- Bright yellow pedestrian crossing improves visibility and safety for both walkers and drivers
- Colorful murals and painted columns bring vibrancy and energy to the underpass



## HWY 146 / CASE STUDY

LJA

LOCATION: KEMAH, TEXAS

CLIENT: CITY OF KEMAH

DATE: OCTOBER, 2025

CONCEPT DESIGN | 5

# THE BENTWAY

Toronto, Canada

## INTRODUCTION:

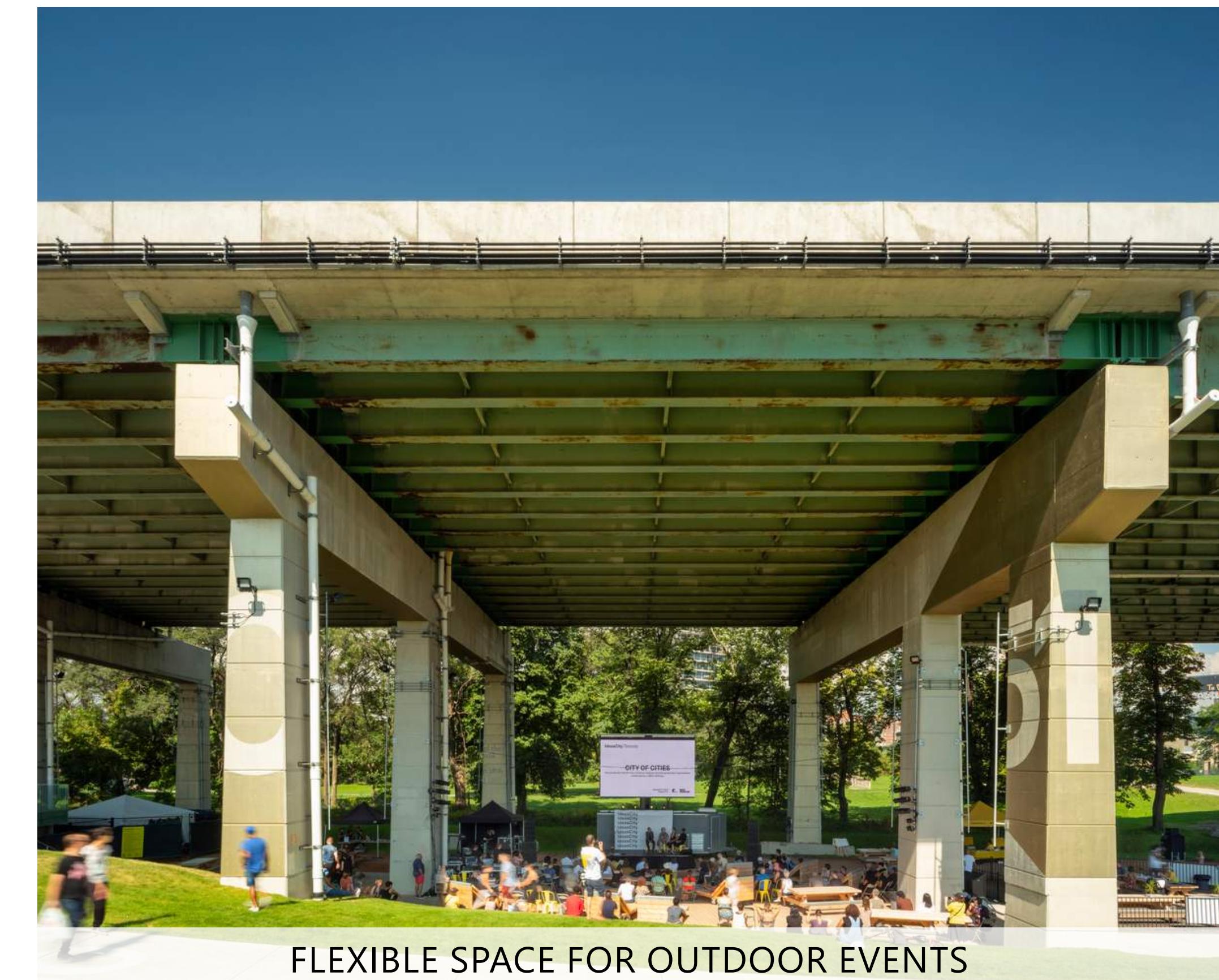
*The Bentway transformed the least liked space into a model of shared public space. The Columns helped create series of “rooms” for public event and activities.*

## Key Takeaways:

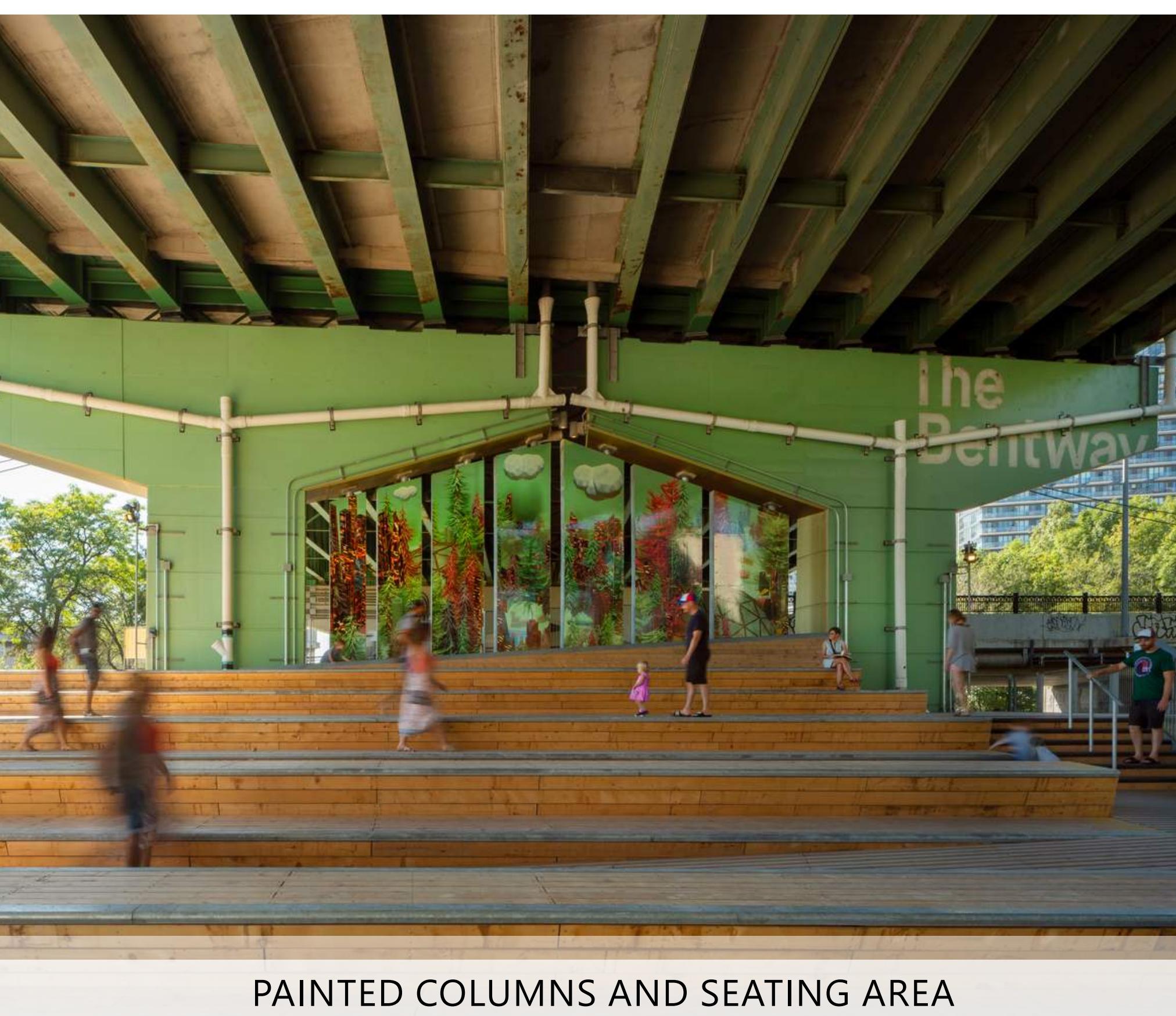
- Columns are transformed into iconic features, with numbered markings that support wayfinding and spatial organization
- Integrated lighting enhances nighttime visibility and makes the space more inviting after dark



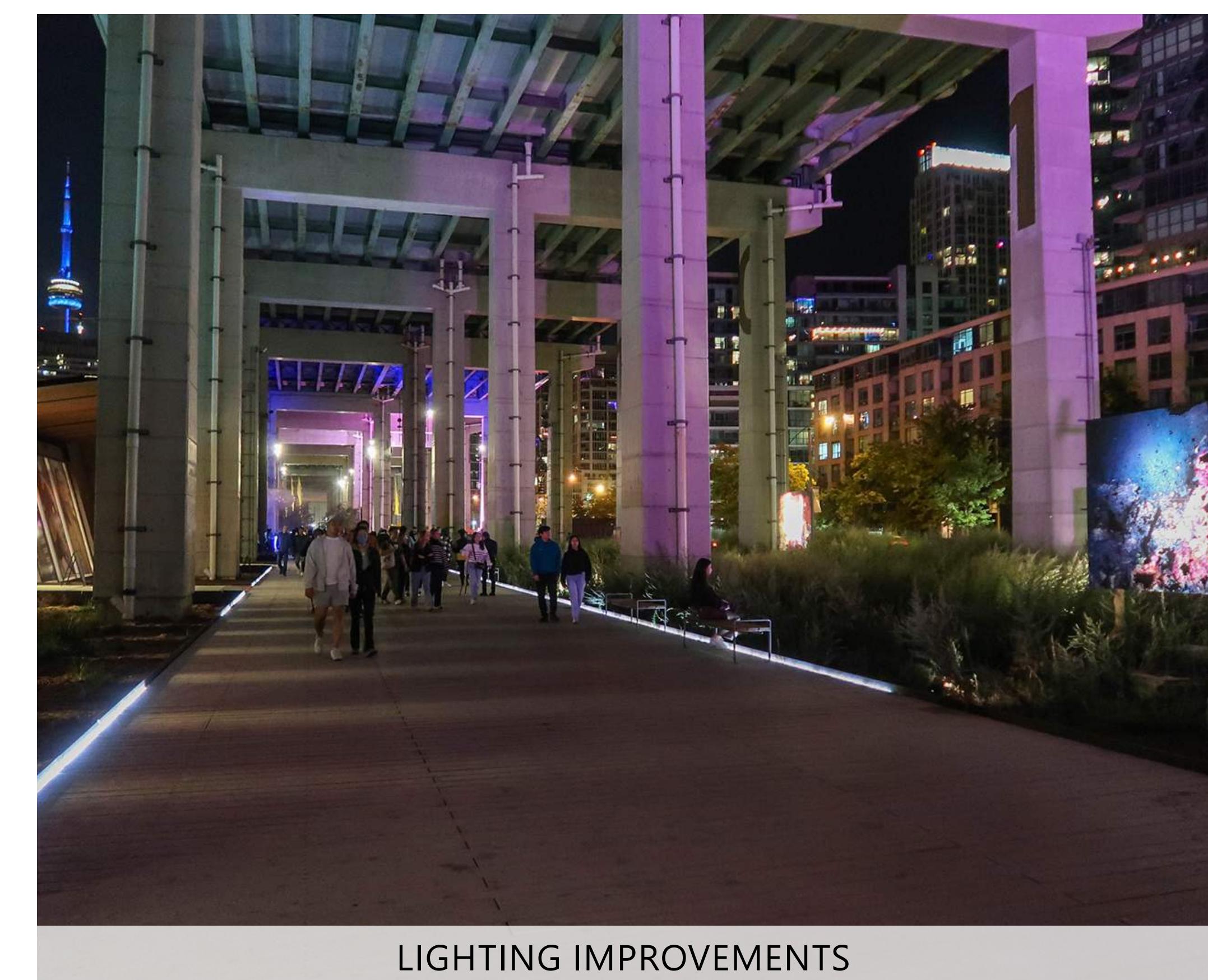
PEDESTRIAN CIRCULATION



FLEXIBLE SPACE FOR OUTDOOR EVENTS



PAINTED COLUMNS AND SEATING AREA



LIGHTING IMPROVEMENTS



## HWY 146 / CASE STUDY

LOCATION: KEMAH, TEXAS

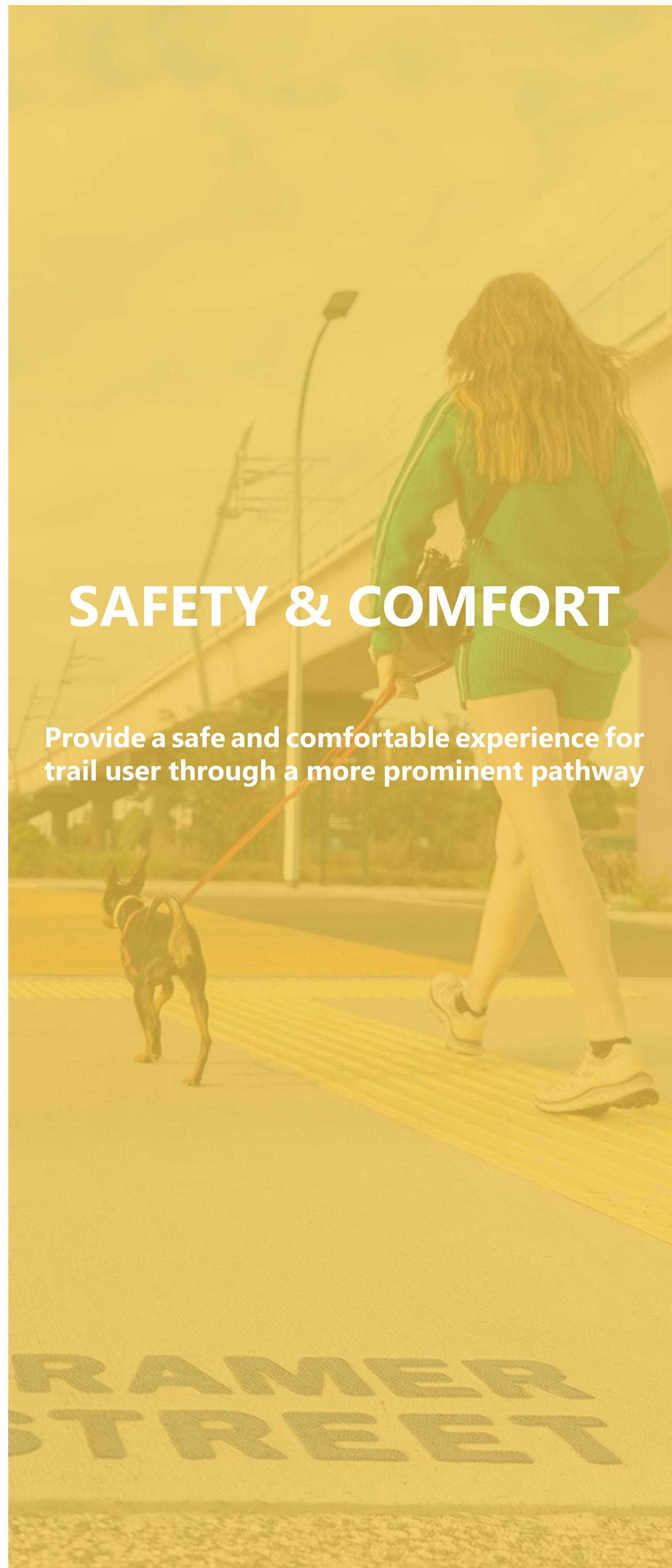
CLIENT: CITY OF KEMAH

DATE: OCTOBER, 2025

CONCEPT DESIGN | 6

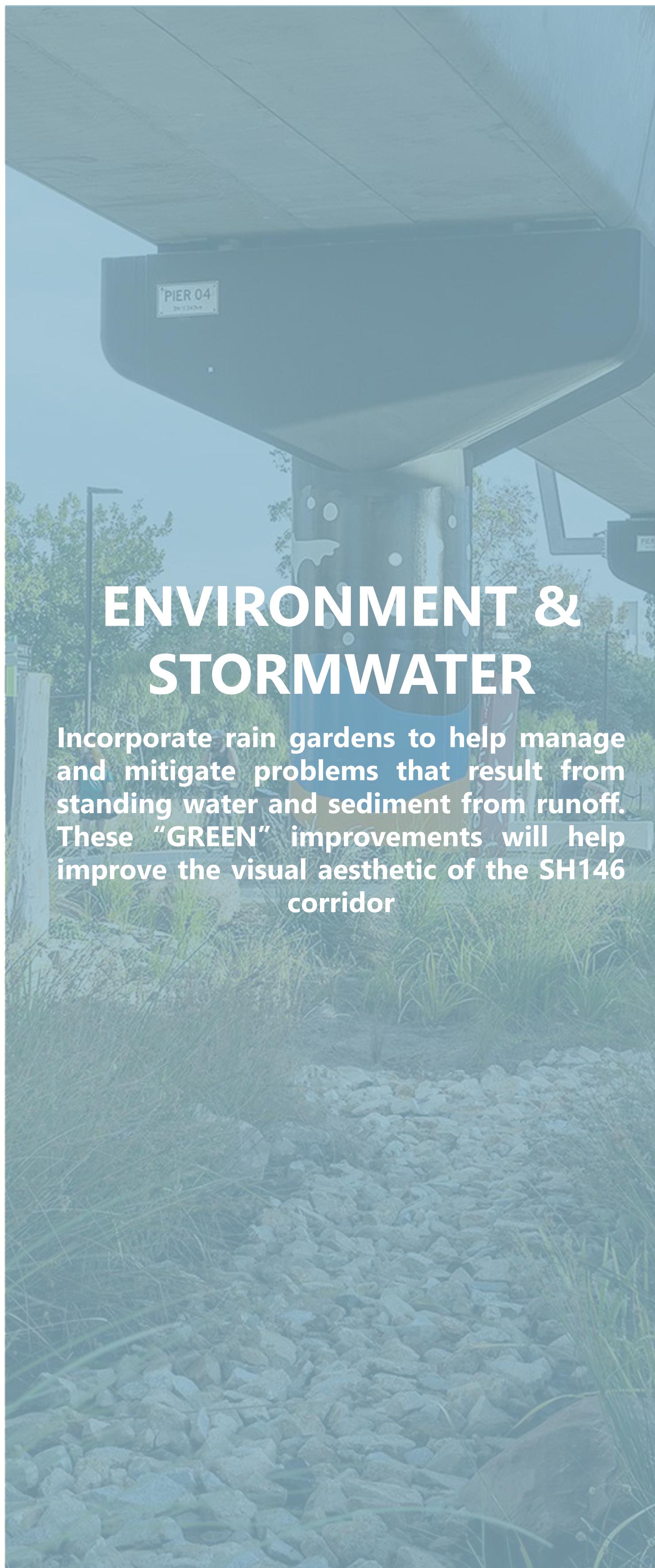
## SAFETY & COMFORT

Provide a safe and comfortable experience for trail user through a more prominent pathway



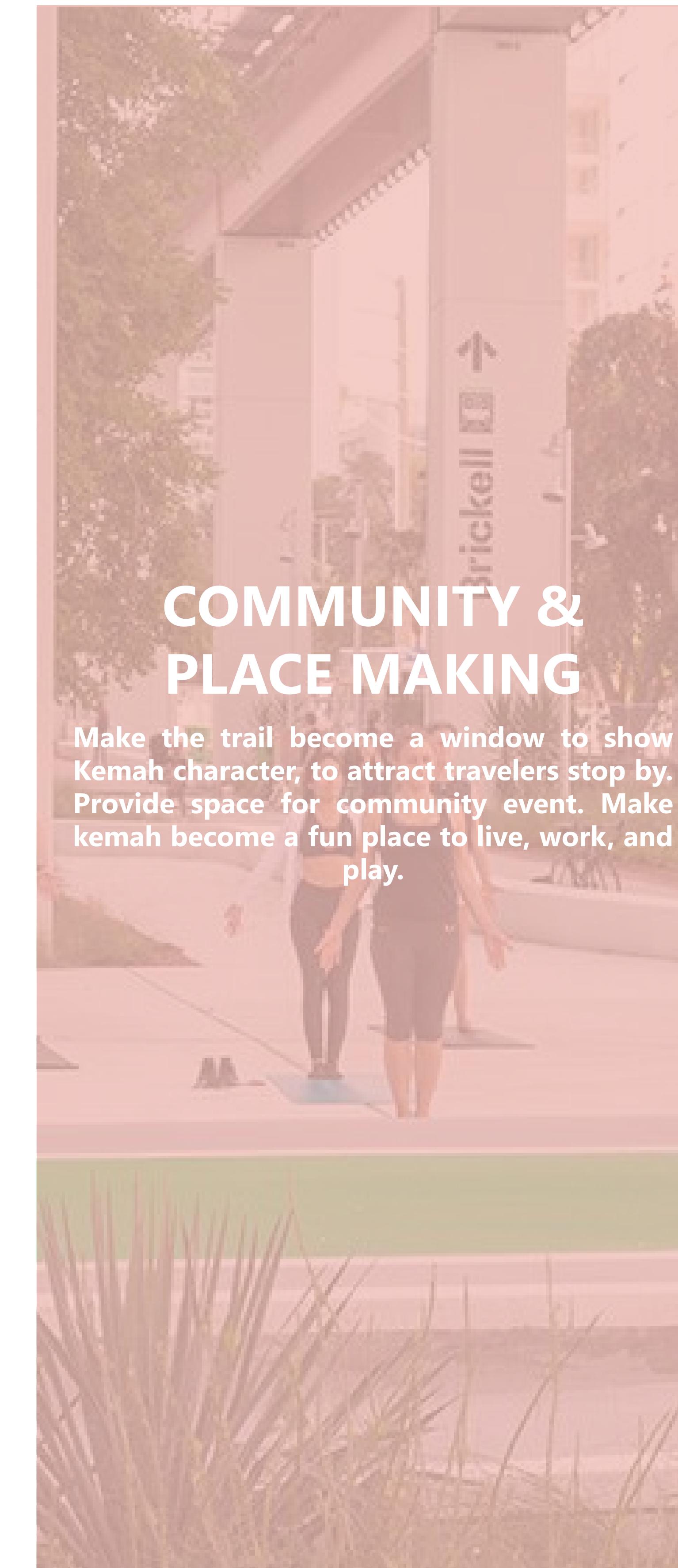
## ENVIRONMENT & STORMWATER

Incorporate rain gardens to help manage and mitigate problems that result from standing water and sediment from runoff. These "GREEN" improvements will help improve the visual aesthetic of the SH146 corridor



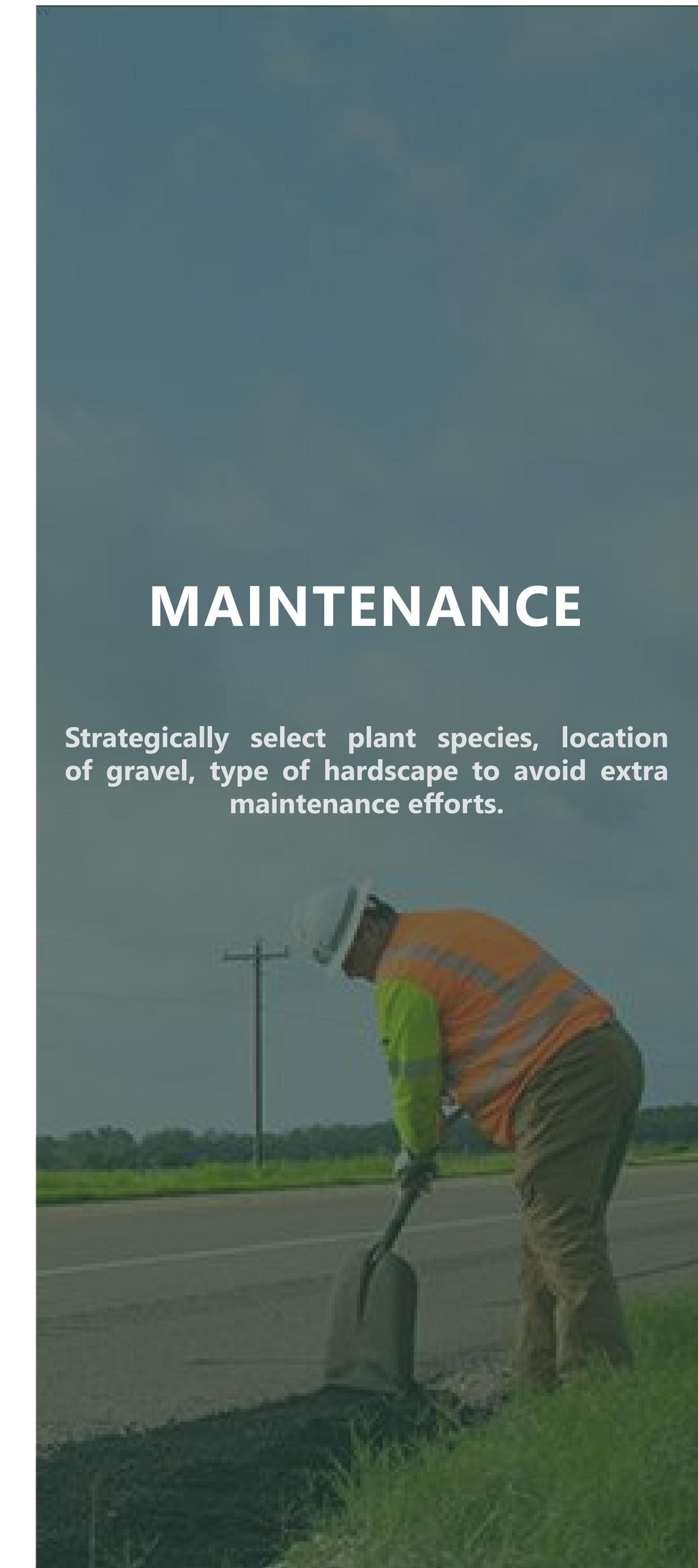
## COMMUNITY & PLACE MAKING

Make the trail become a window to show Kemah character, to attract travelers stop by. Provide space for community event. Make kemah become a fun place to live, work, and play.



## MAINTENANCE

Strategically select plant species, location of gravel, type of hardscape to avoid extra maintenance efforts.



## HWY 146 / KEY SUCCESS FACTORS/GOALS

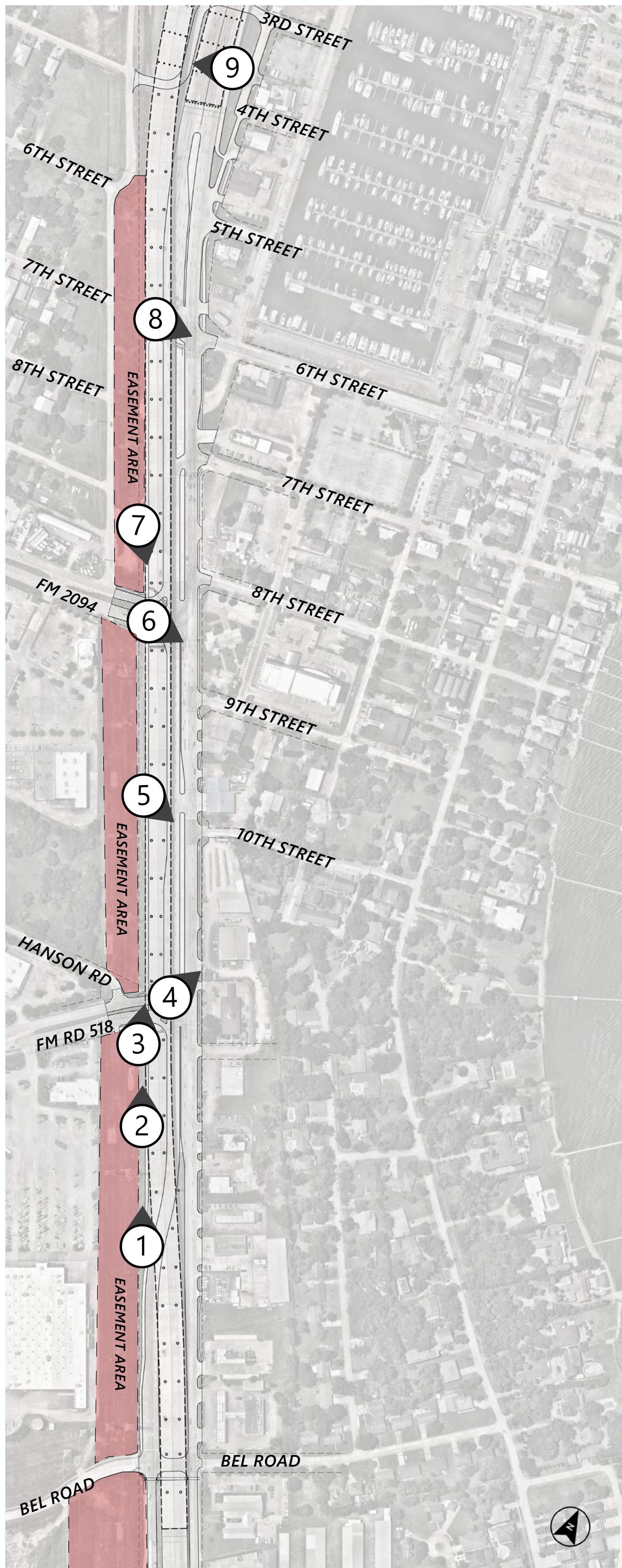


LOCATION: KEMAH, TEXAS

CLIENT: CITY OF KEMAH

DATE: OCTOBER, 2025

CONCEPT DESIGN | 7



## HWY 146 / EXISTING CONDITION

LOCATION: KEMAH, TEXAS

CLIENT: CITY OF KEMAH

DATE: OCTOBER, 2025

CONCEPT DESIGN | 8

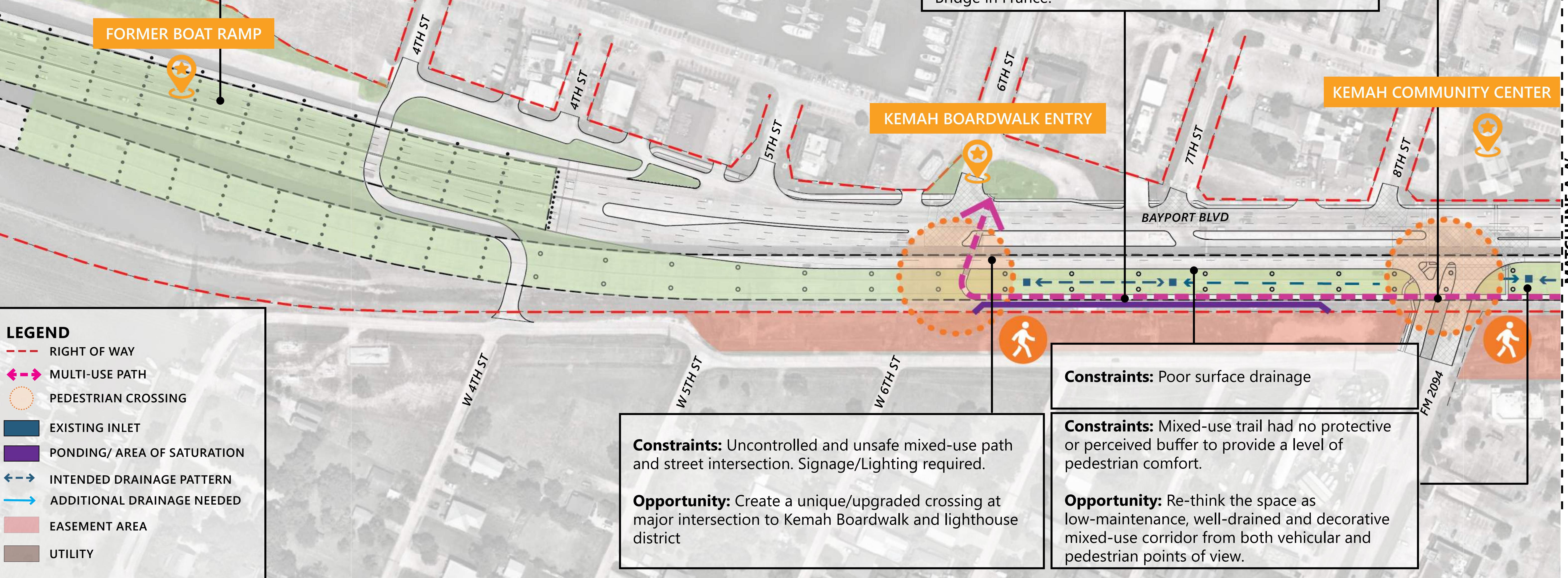
## KEMAH BOARDWALK



**Constraints:** The Boat Ramp area and the parking lot is under-utilized.

**Opportunity:** Activate the boat ramp area by providing opportunities for concert space, skating area, basket ball play area and seating areas.

FORMER BOAT RAMP



## LIGHT HOUSE DISTRICT



**Constraints:** Uncontrolled and unsafe mixed-use path and street intersection. Signage/Lighting required.

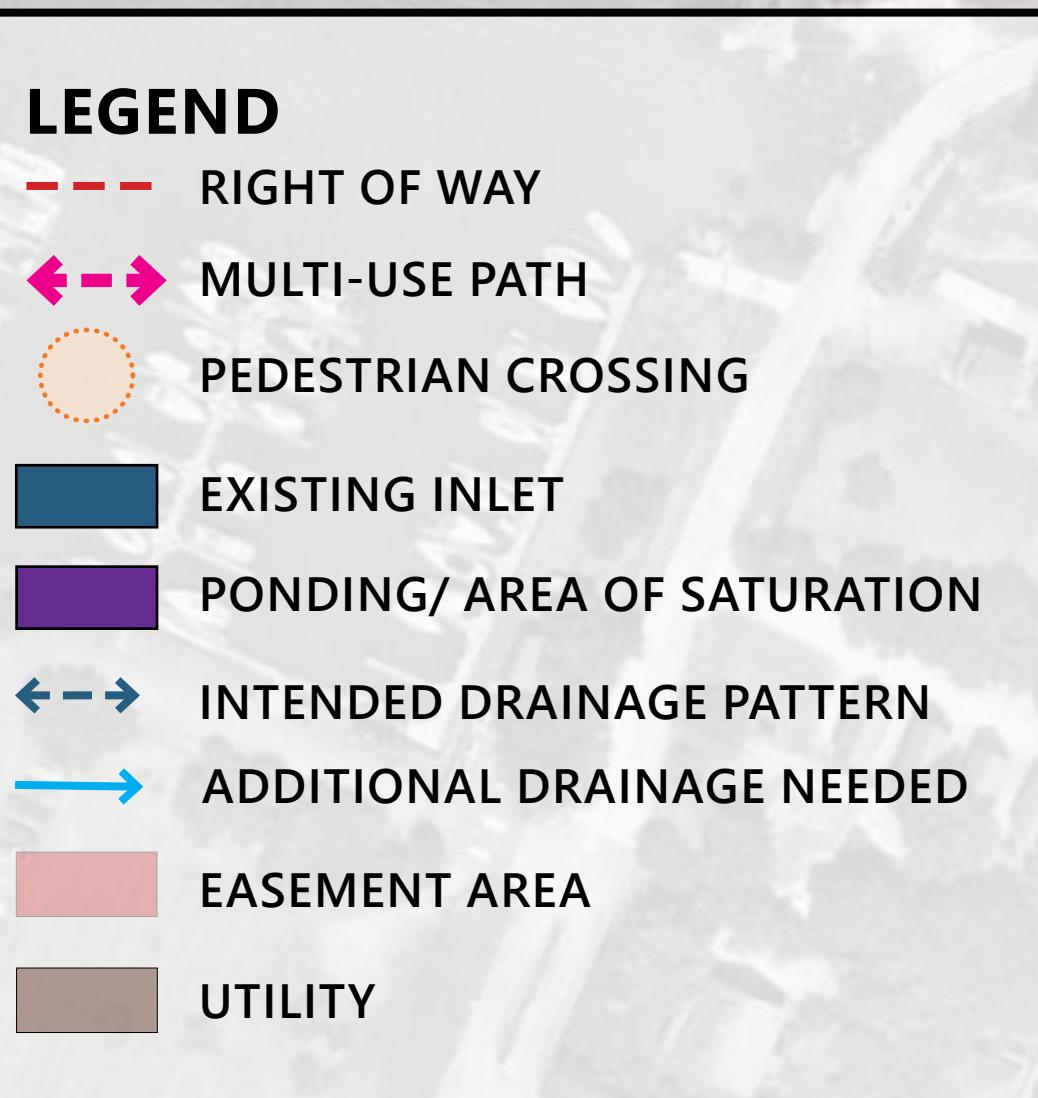
**Opportunity:** Create a unique/upgraded crossing at major intersection to Kemah Community Center and lighthouse district.

**Opportunity:** Railing along the center point easement, may be a place for a unique element, i.e. Pont Des Arts Lock Bridge in France.

KEMAH COMMUNITY CENTER



MATCHLINE A-A'



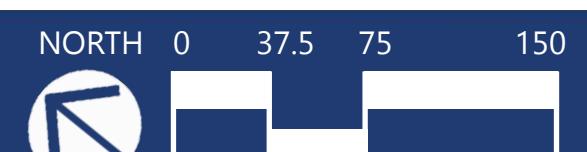
## HWY 146 / OPPORTUNITIES AND CONSTRAINTS



LOCATION: KEMAH, TEXAS

CLIENT: CITY OF KEMAH

DATE: OCTOBER, 2025



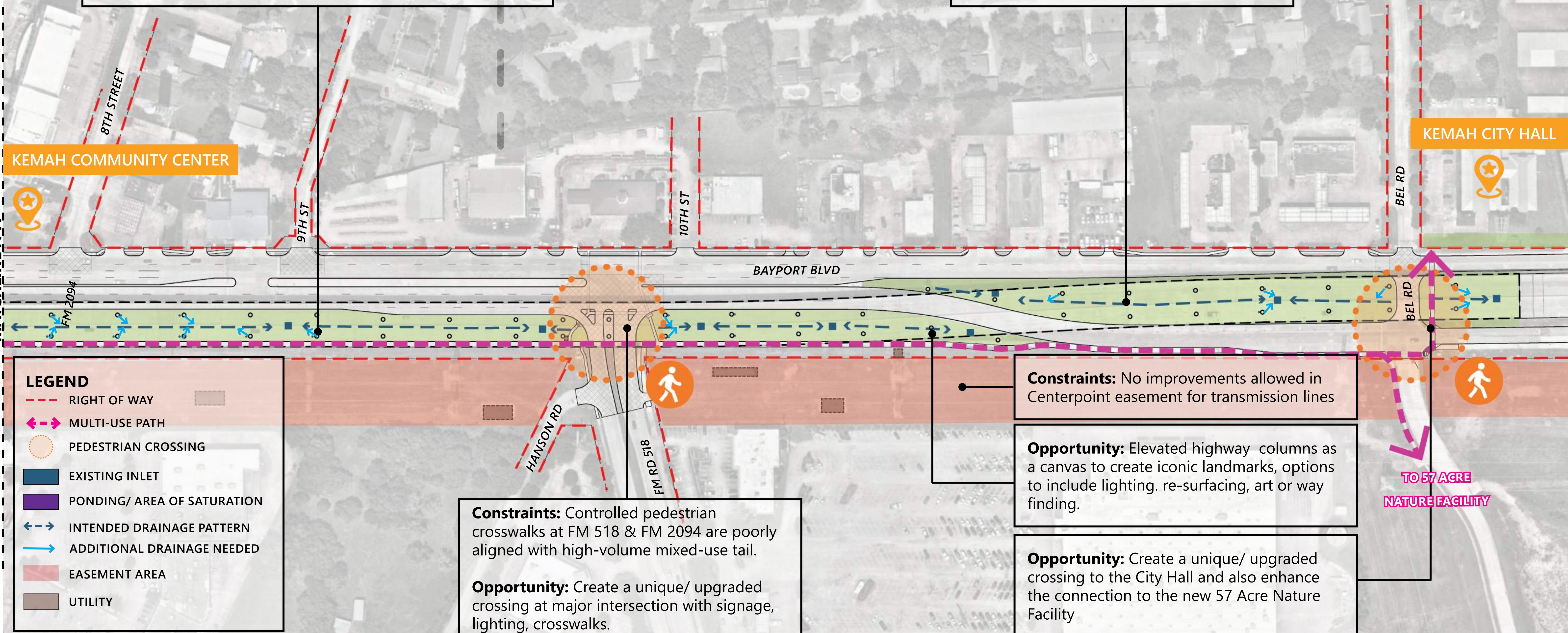
CONCEPT DESIGN | 9

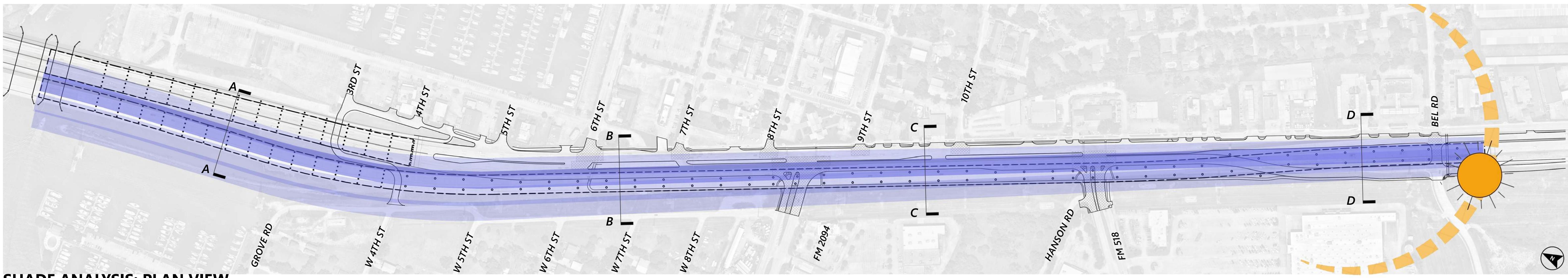
**Constraints:** Several stormwater downspouts from elevated highway are not connected to subgrade storm drainage system. Storm water inlet can not be moved, raised or lowered.

**Opportunity:** Adjust the surface with drainage channel by creating a dry creek, adds aesthetic to the functional need.

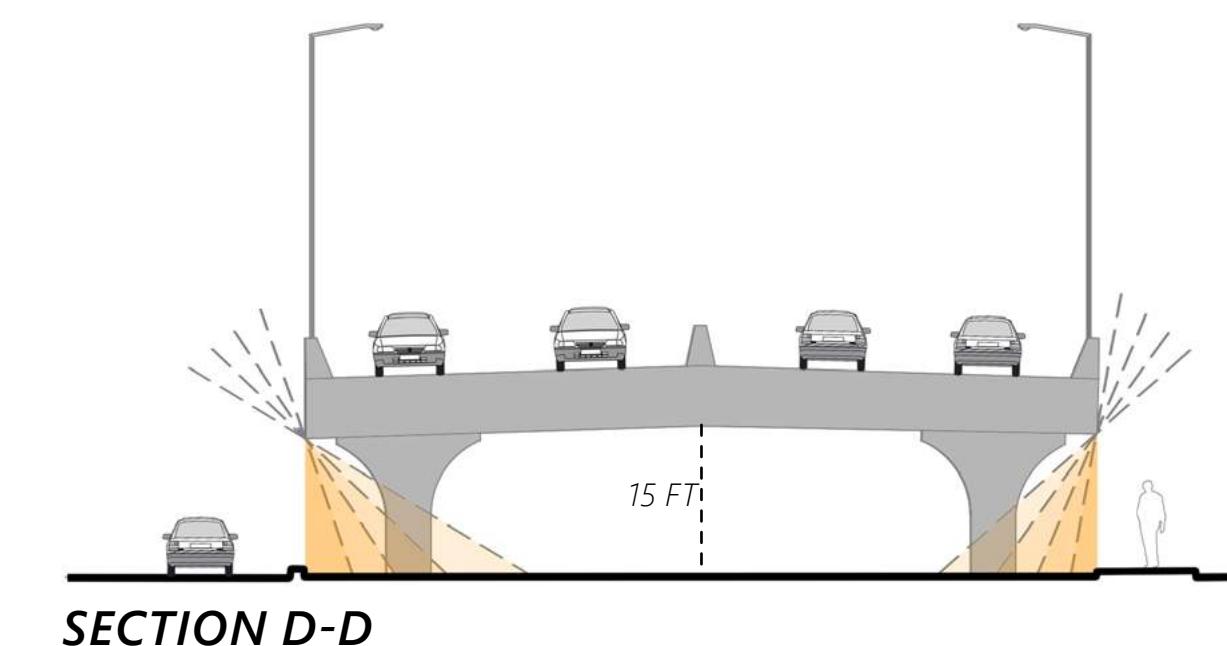
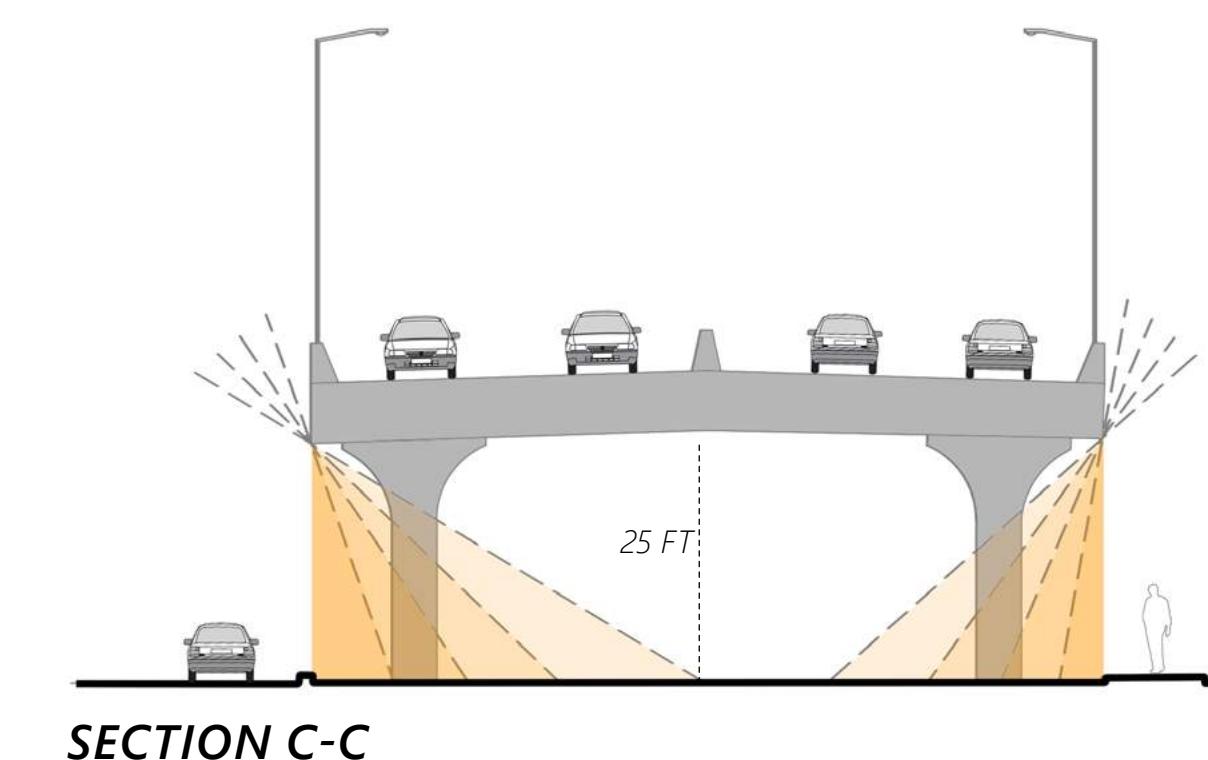
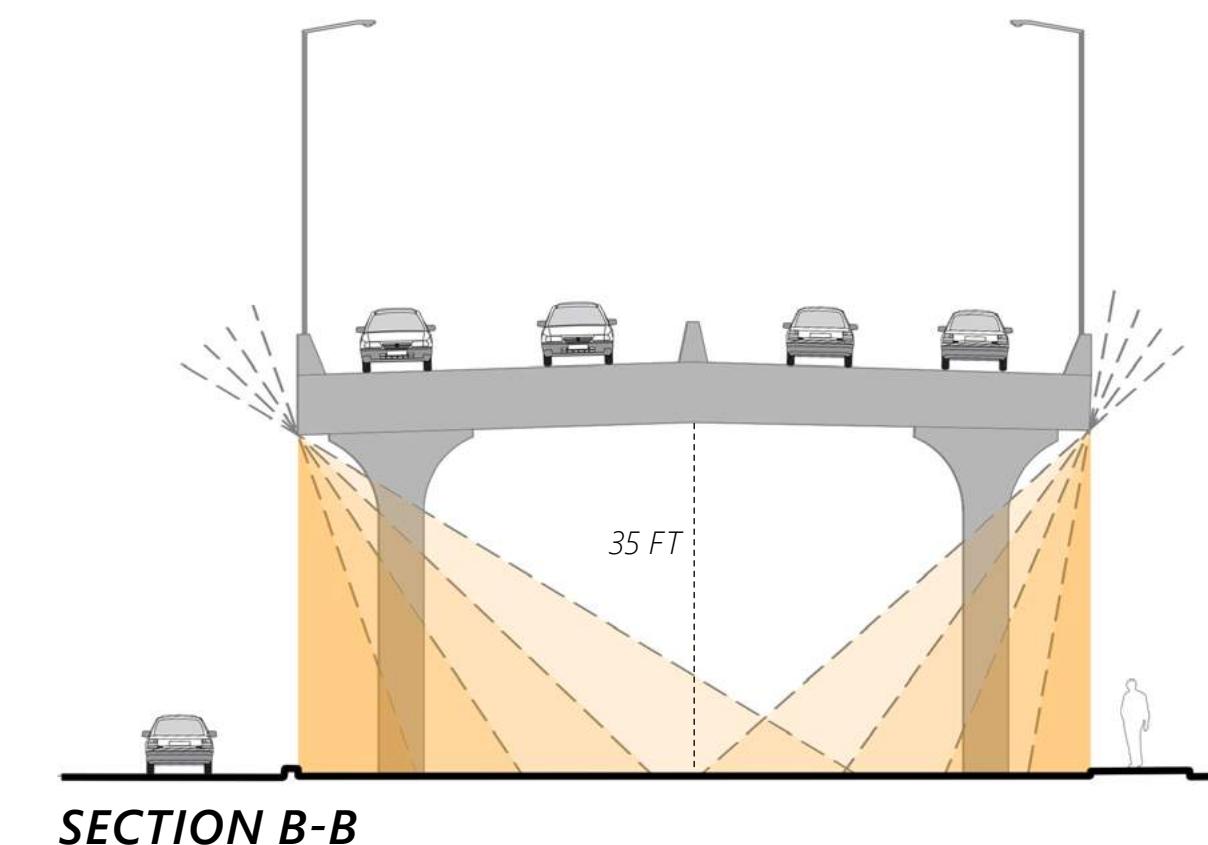
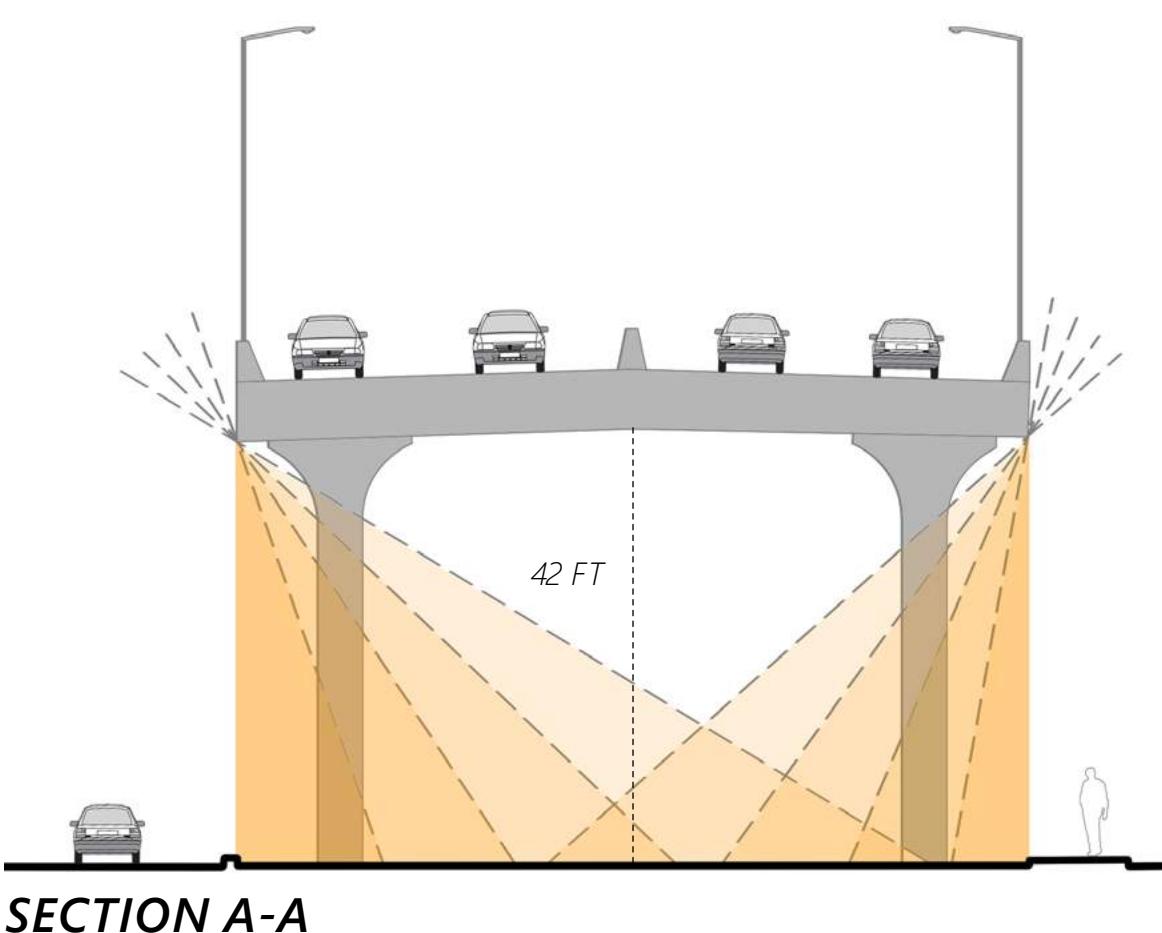
**Constraints:** Elevated highway results heavily shaded area that limits plant growth.

**Opportunity:** Creates opportunity for alternate design solution such as zeroscape (Rock gardens)

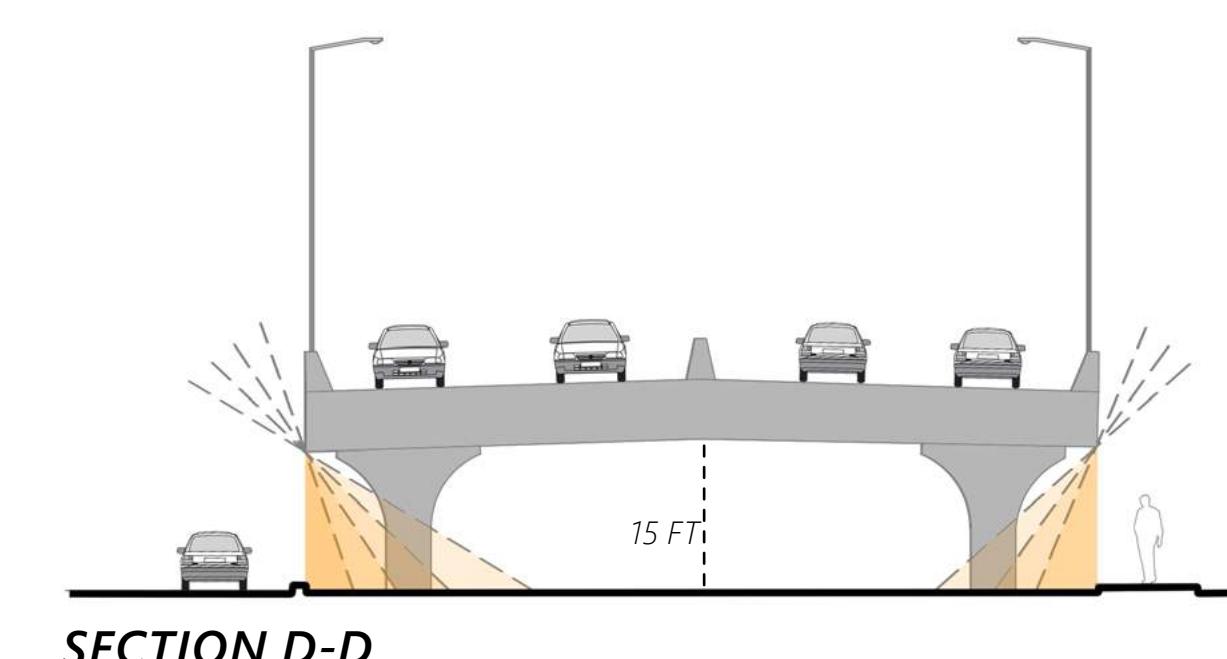
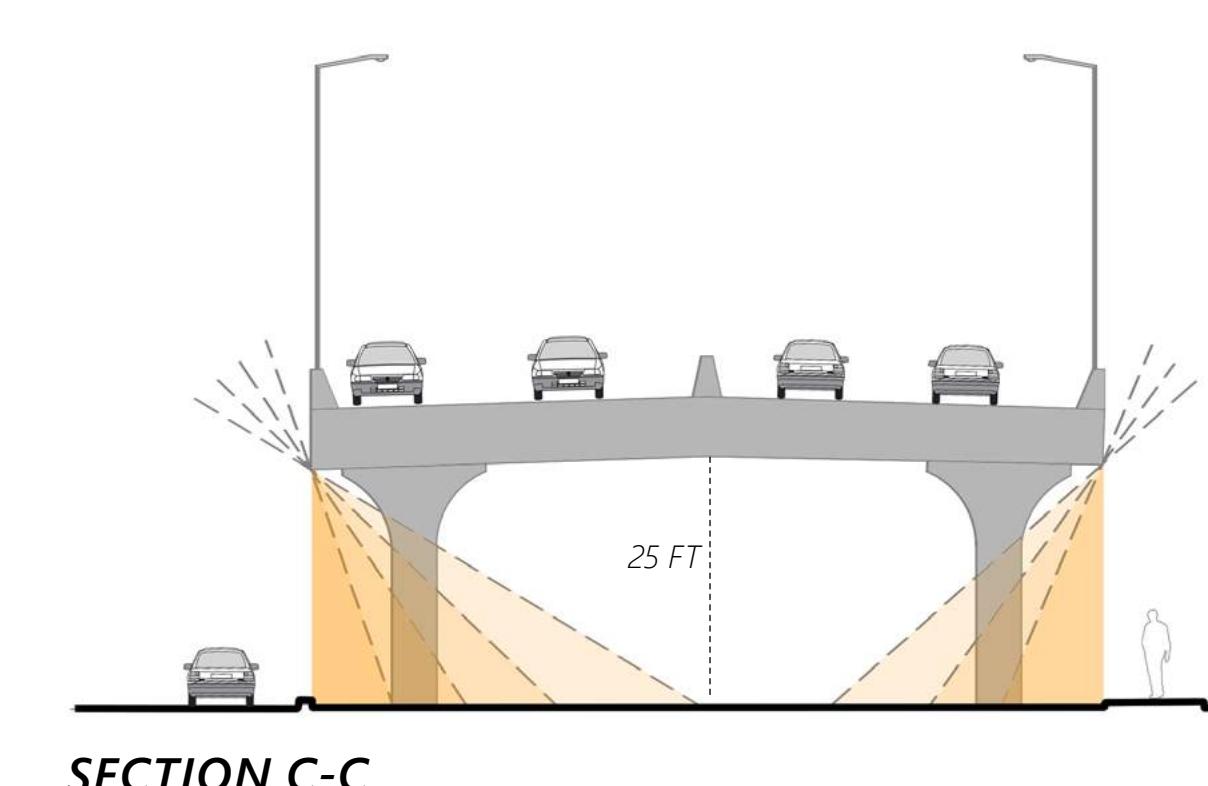
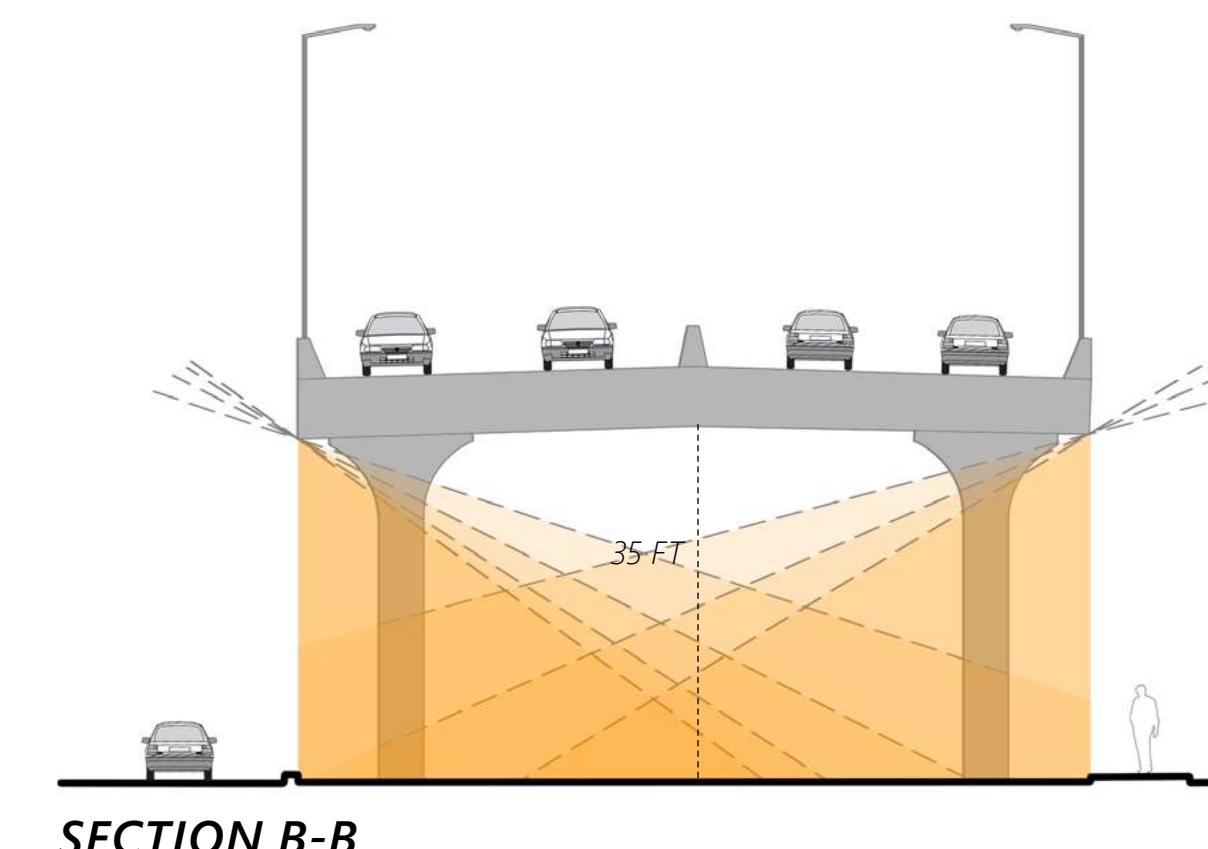
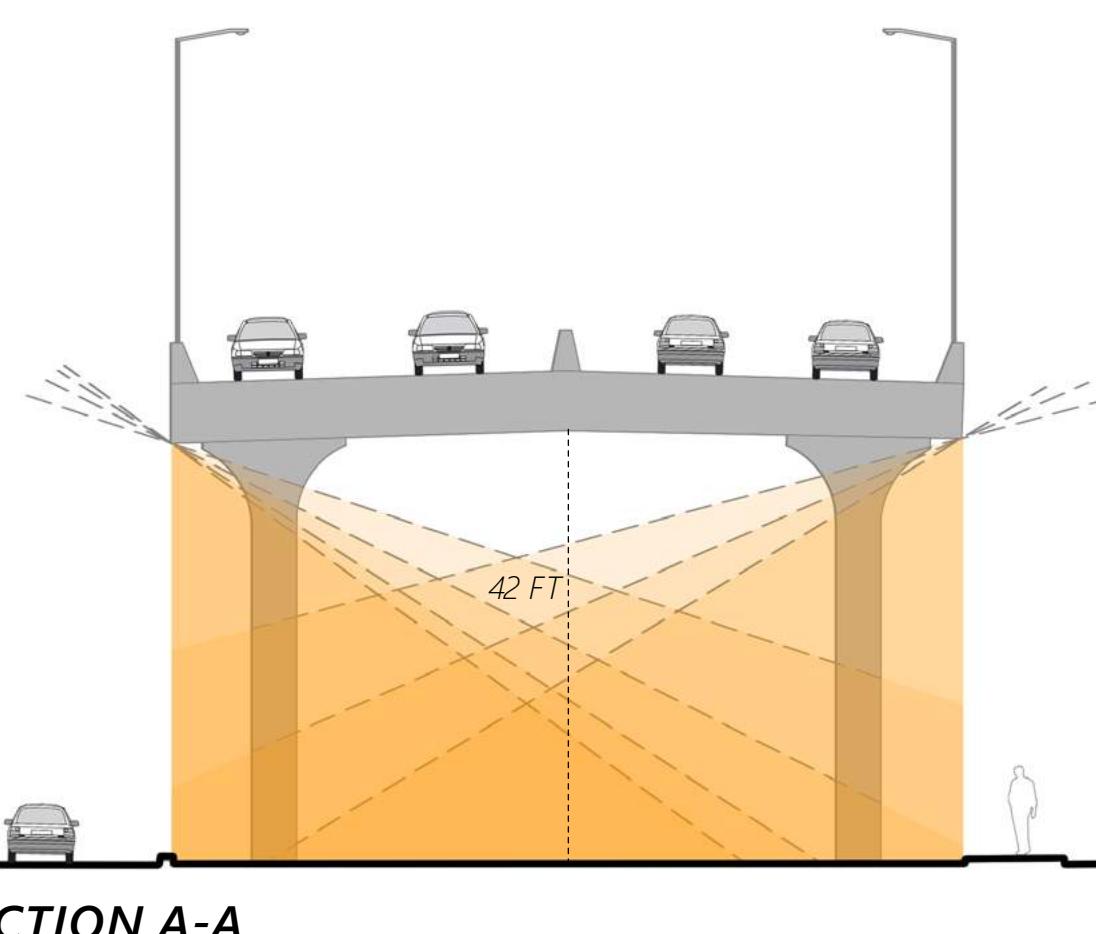




SHADE ANALYSIS: PLAN VIEW



SUMMER SOLSTICE



WINTER SOLSTICE

PARTIAL SHADE TOLERANT PLANTS

SHADE TOLERANT PLANTS

DECOMPOSED GRANITE/ RIPRAP

DECOMPOSED GRANITE/ RIPRAP

## HWY 146 / SHADE ANALYSIS

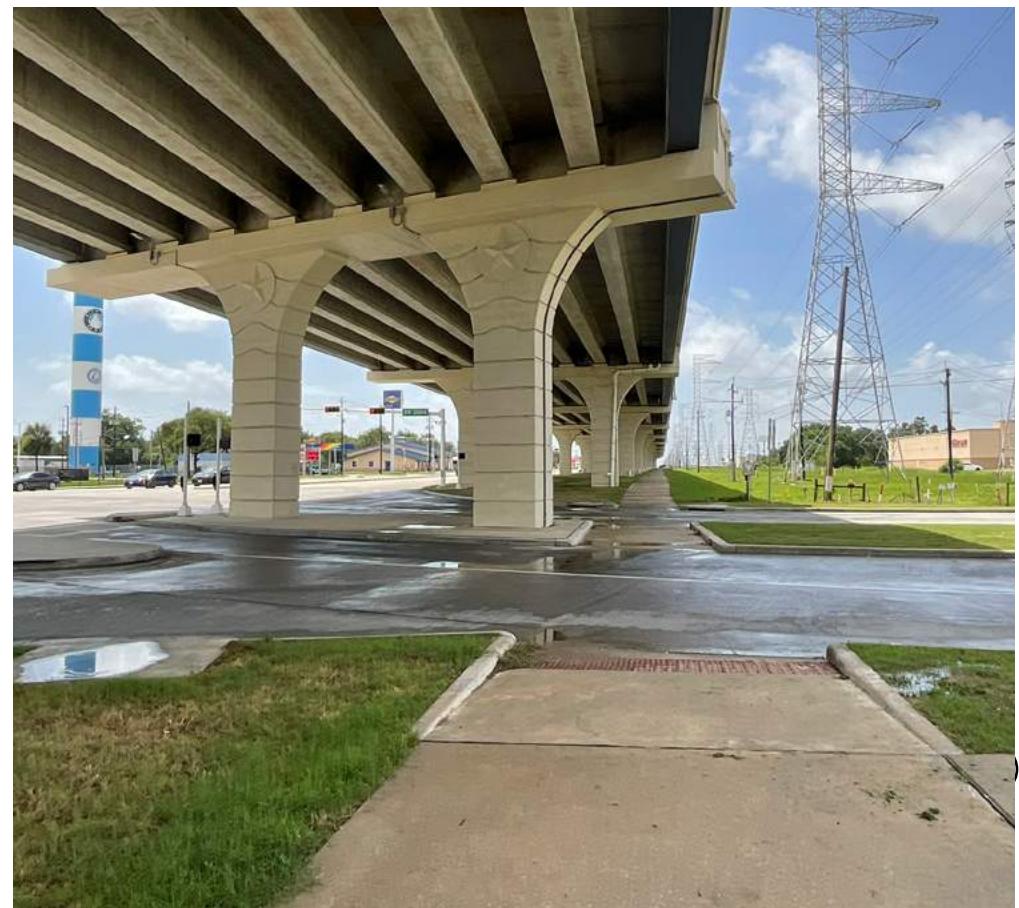
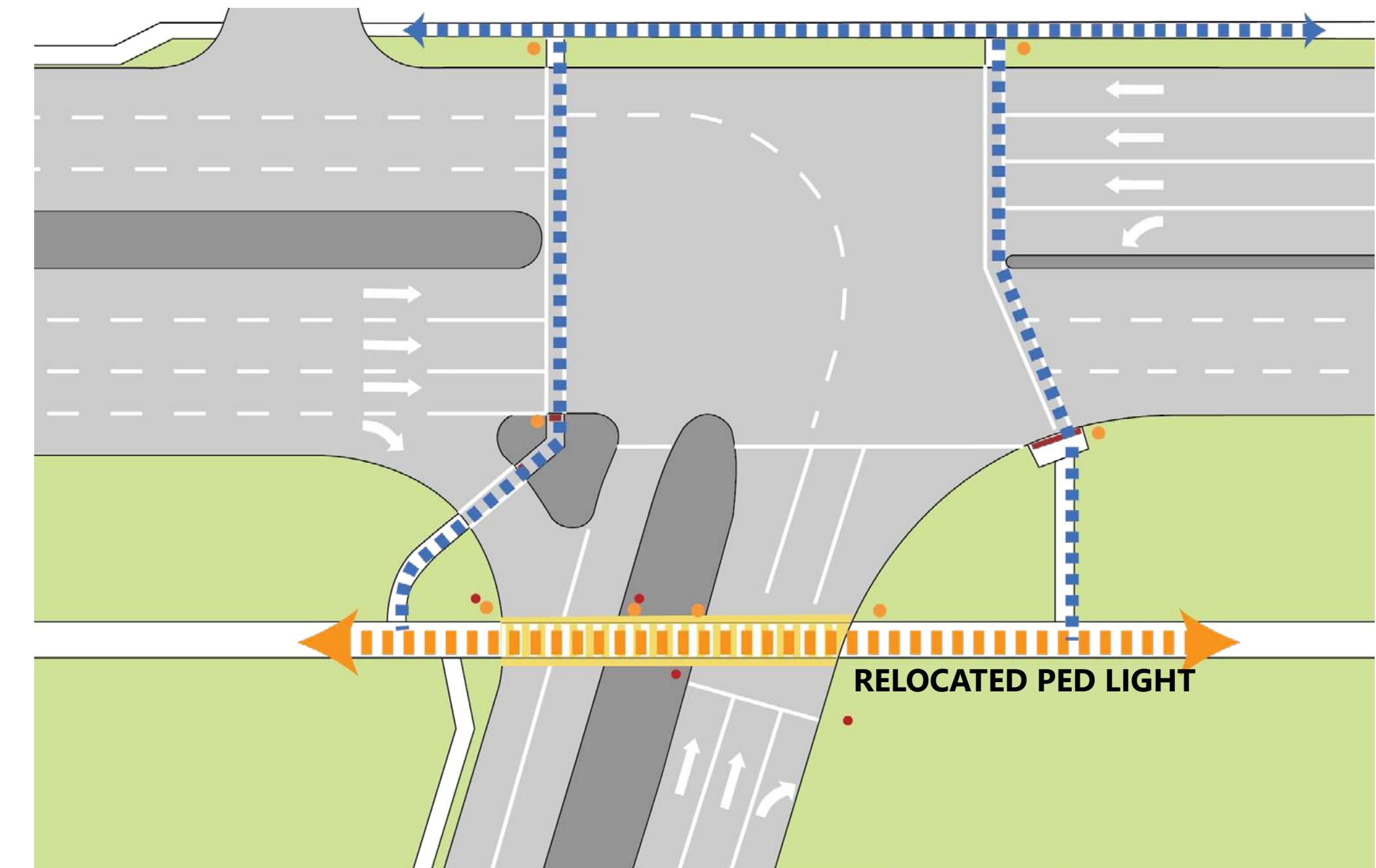
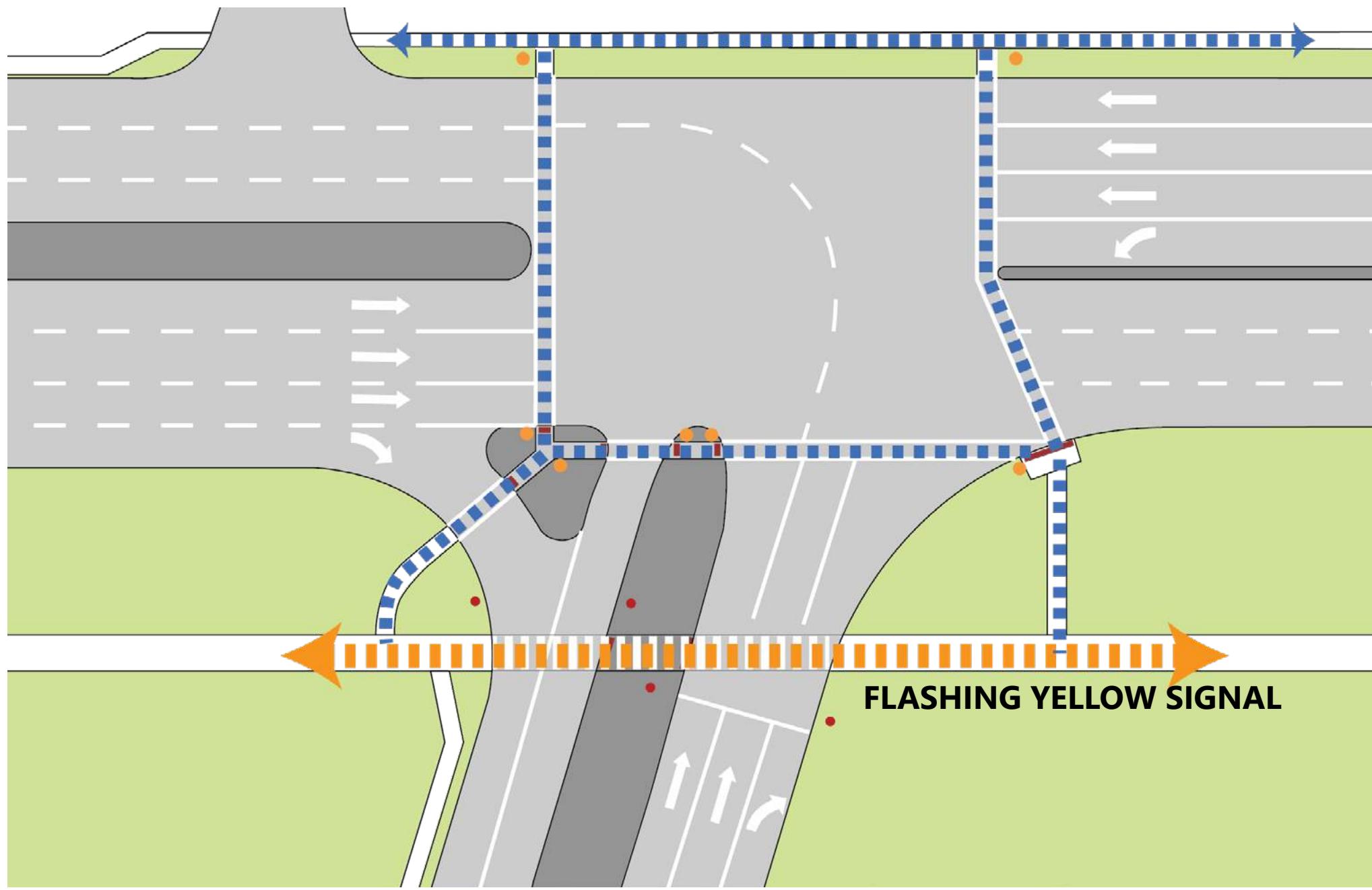
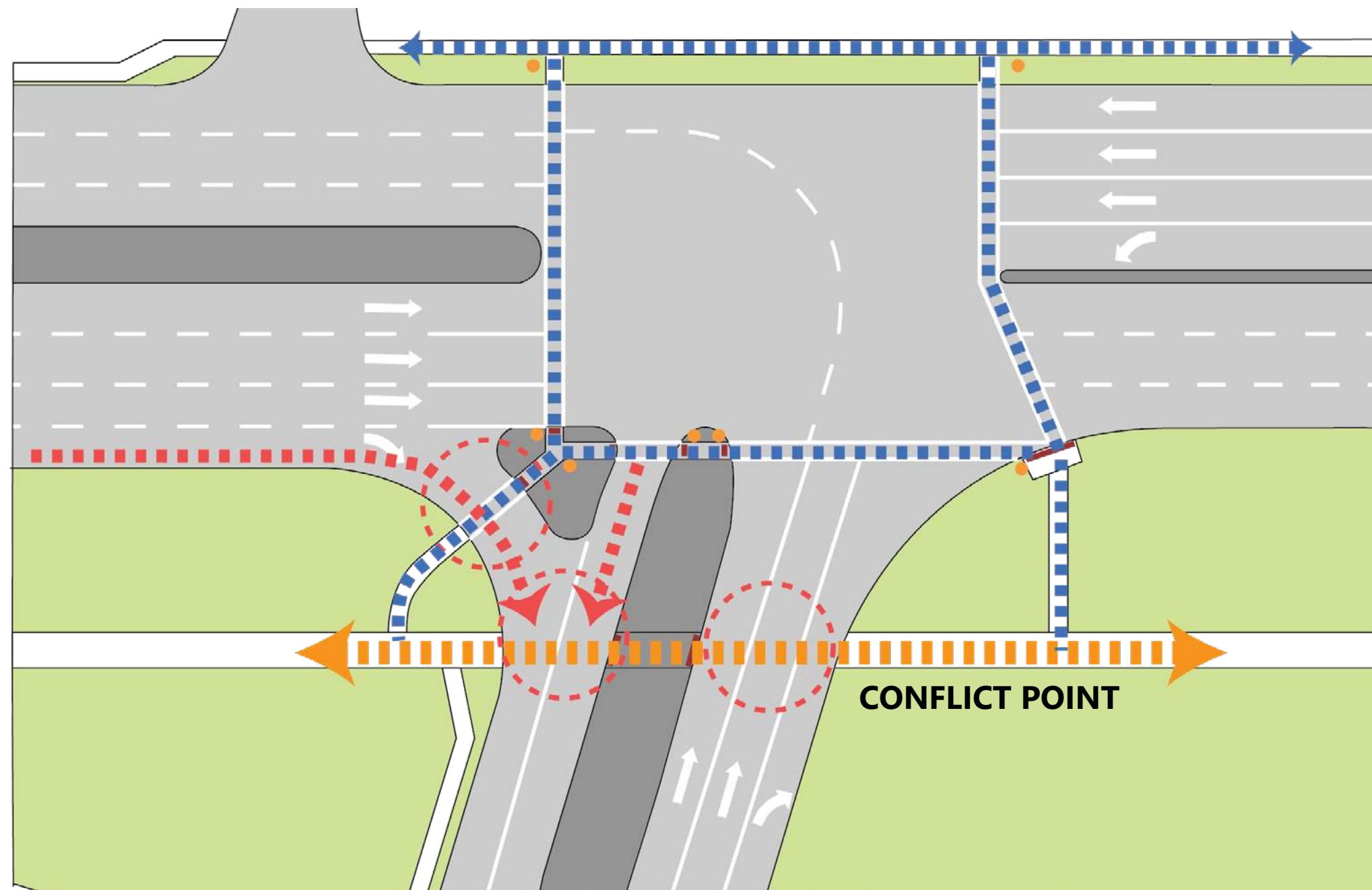
LOCATION: KEMAH, TEXAS

CLIENT: CITY OF KEMAH

DATE: OCTOBER, 2025

CONCEPT DESIGN | 11

LJA



#### EXISTING CROSSING

The trail's major crossing point currently lacks clear signage, a traffic signal, and pavement markings to guide pedestrians and alert drivers. In addition, having two same-direction crossings in close proximity creates confusion and disrupts traffic flow.

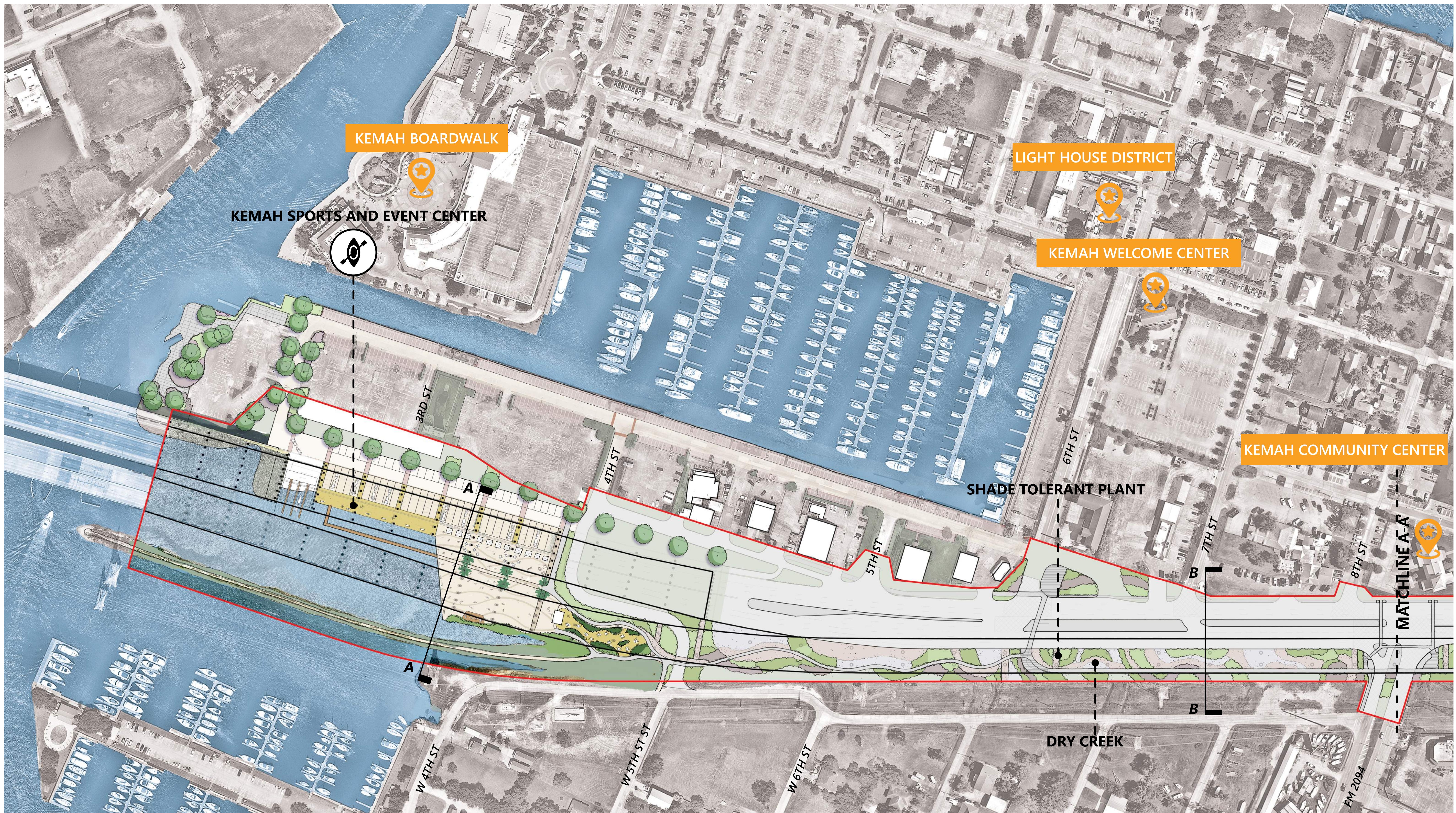


#### OPTION 1: CROSSWALK STRIPE + PEDESTRIAN SIGNALIZATION

Option 1 keeps the existing crossing pattern, but add a striped crosswalk and pedestrian signal at the mixed-use trail to alert drivers and encourage slower speeds.

#### OPTION 2: RAISED SPEED TABLE + RELOCATE MAJOR CROSSING POINT AND ADD SIGNALIZATION

Option 2 reduced the repeated cross rout, concentrate pedestrian crossing at one point. in that case, the pedestrian traffic light can be relocated.



**LJA**

## HWY 146 / SITE PLAN

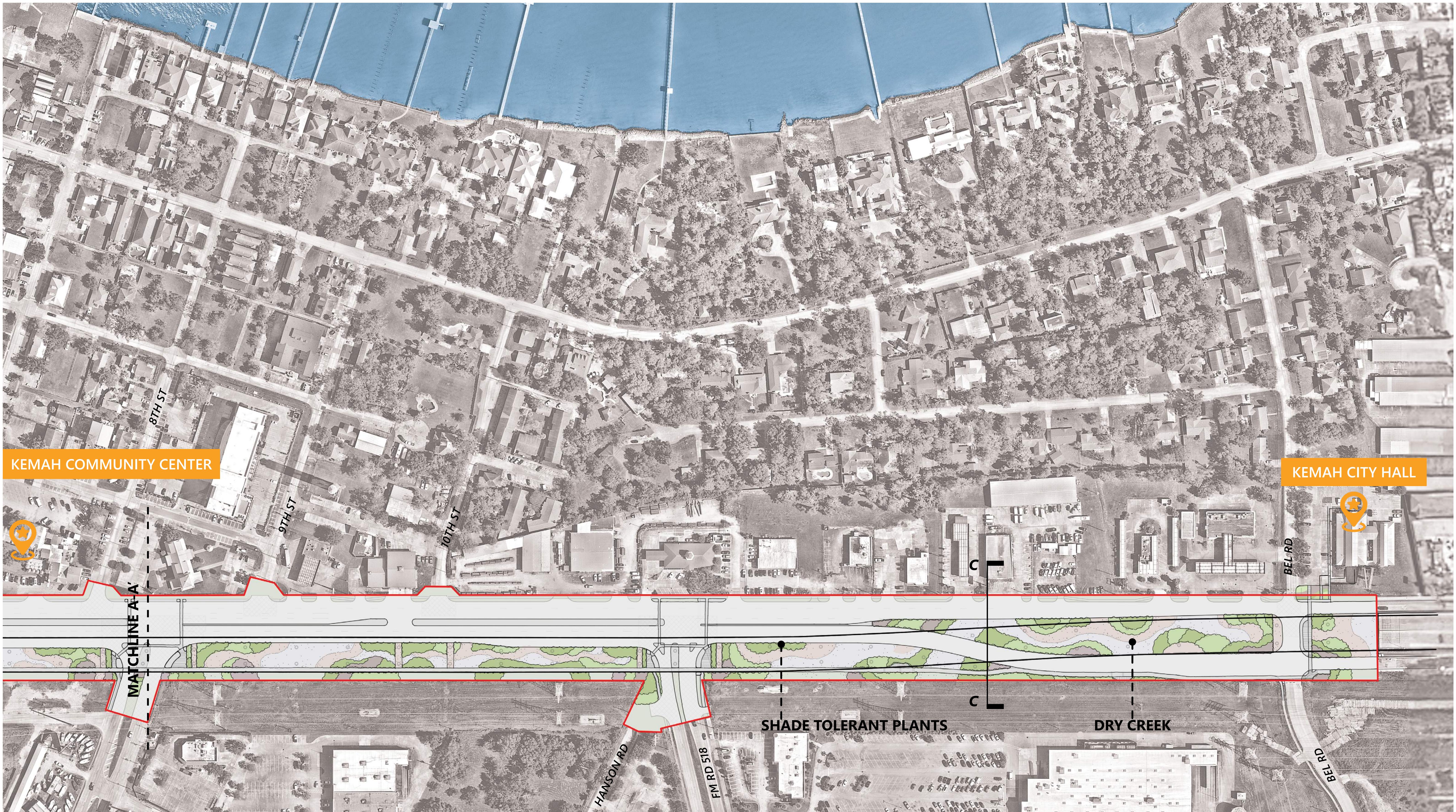
LOCATION: KEMAH, TEXAS

CLIENT: CITY OF KEMAH

DATE: OCTOBER, 2025

NORTH  
0 37.5 75 150

CONCEPT DESIGN | 13



## HWY 146 / SITE PLAN

**LJA**

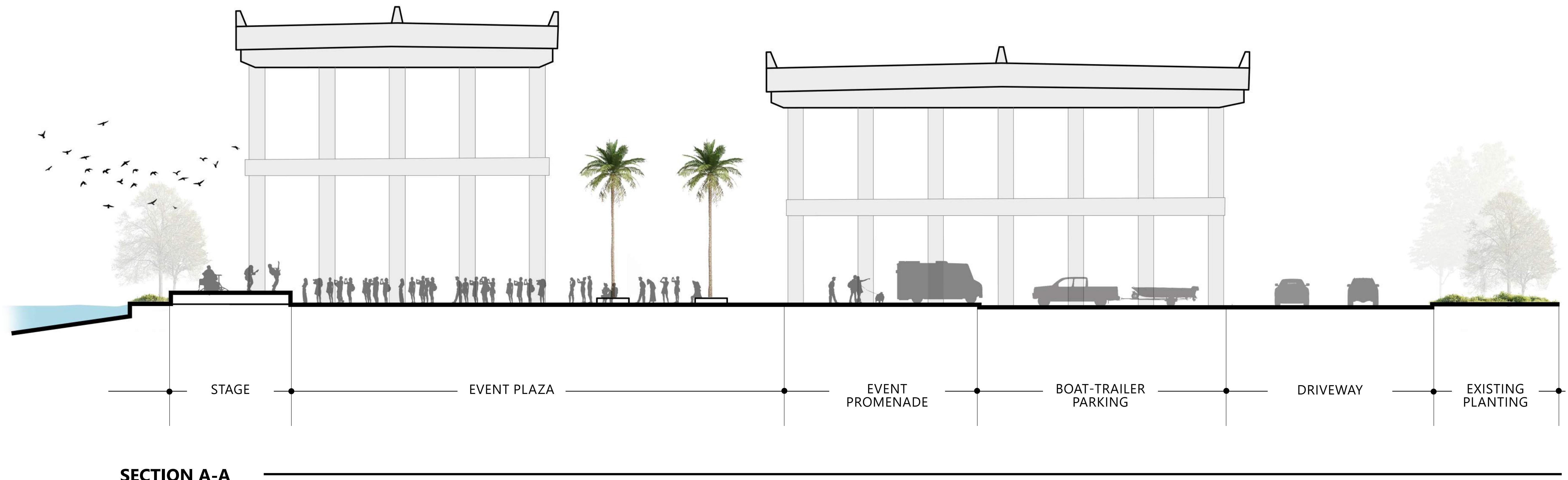
LOCATION: KEMAH, TEXAS

CLIENT: CITY OF KEMAH

DATE: OCTOBER, 2025

NORTH  
0 37.5 75 150

CONCEPT DESIGN | 14



LJA

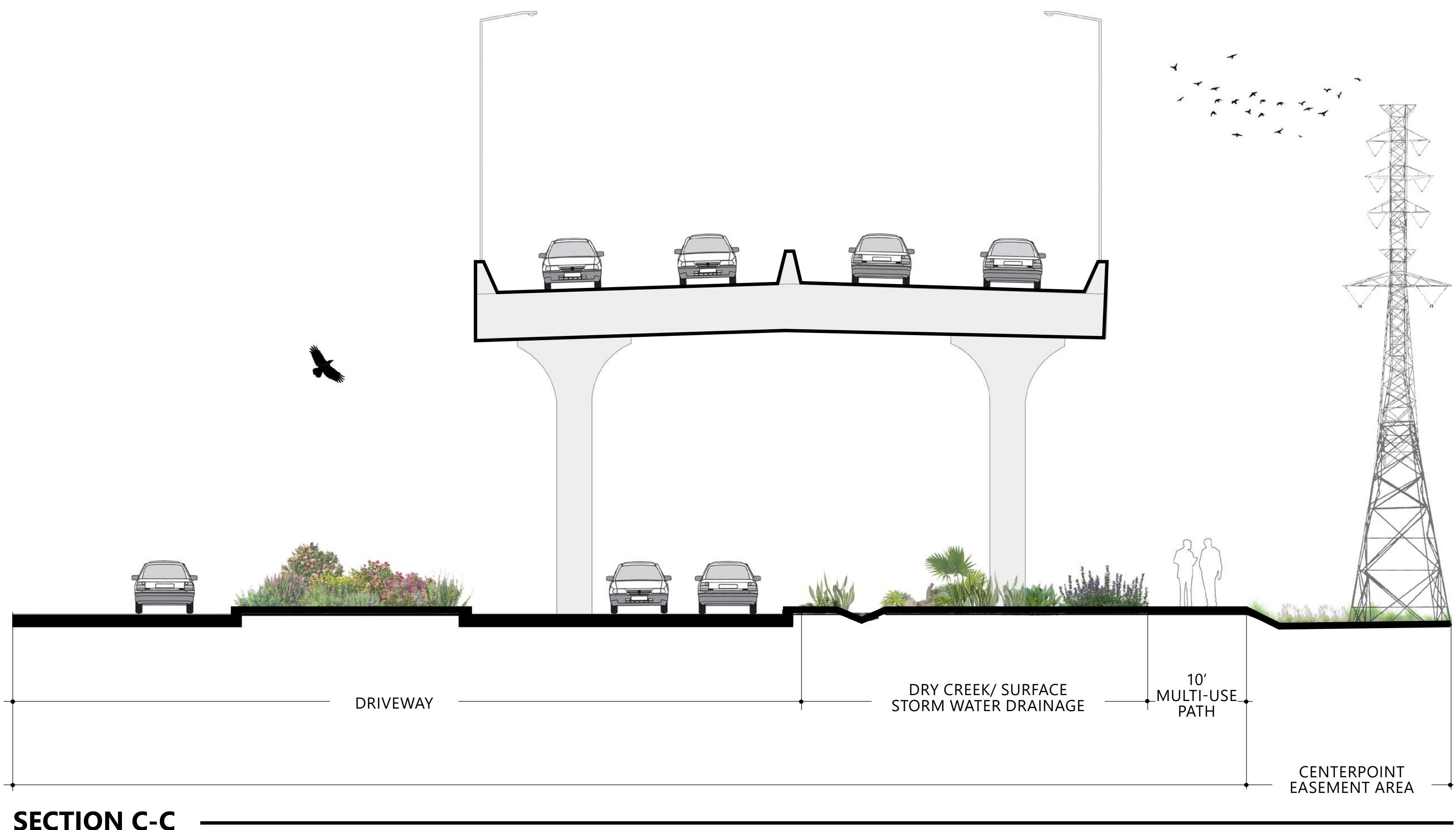
## HWY 146 / SECTIONS

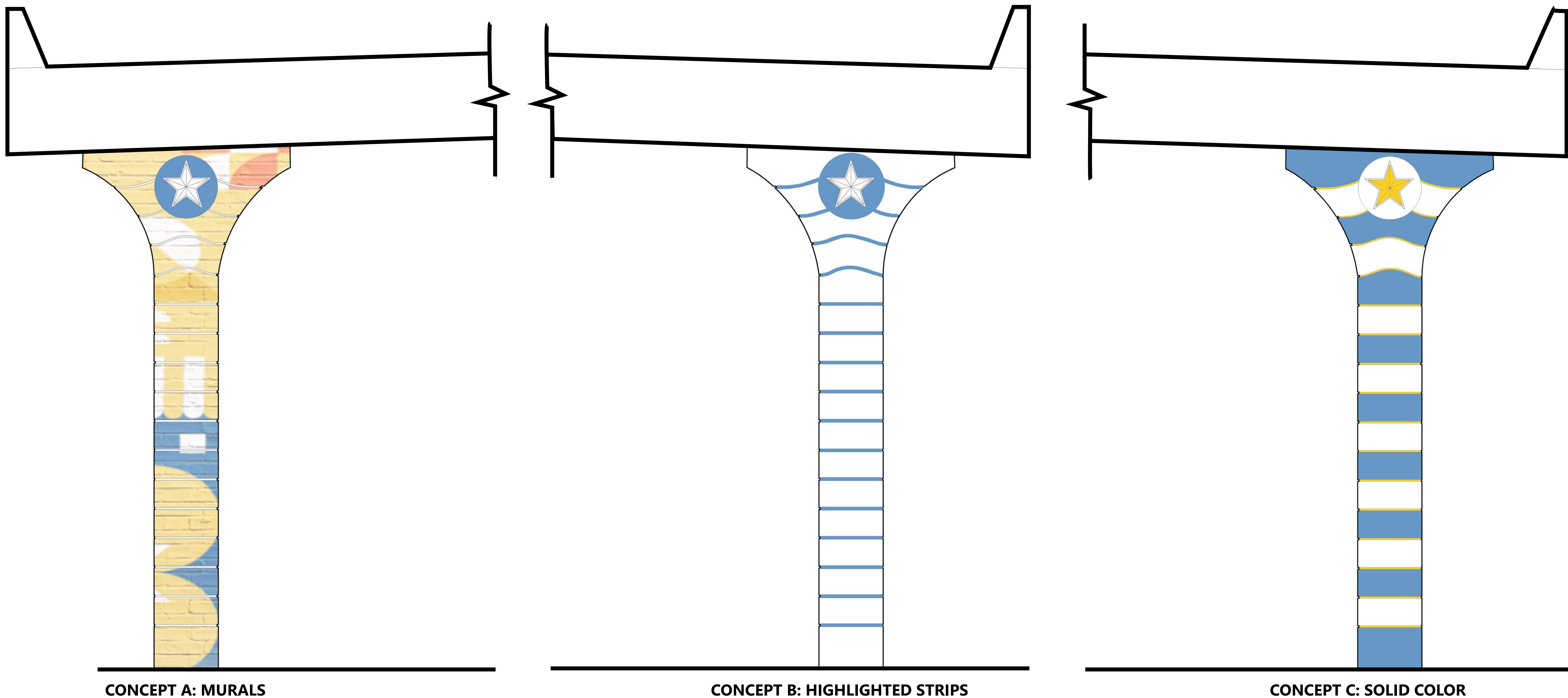
LOCATION: KEMAH, TEXAS

CLIENT: CITY OF KEMAH

DATE: OCTOBER, 2025

CONCEPT DESIGN | 15





**LJA**

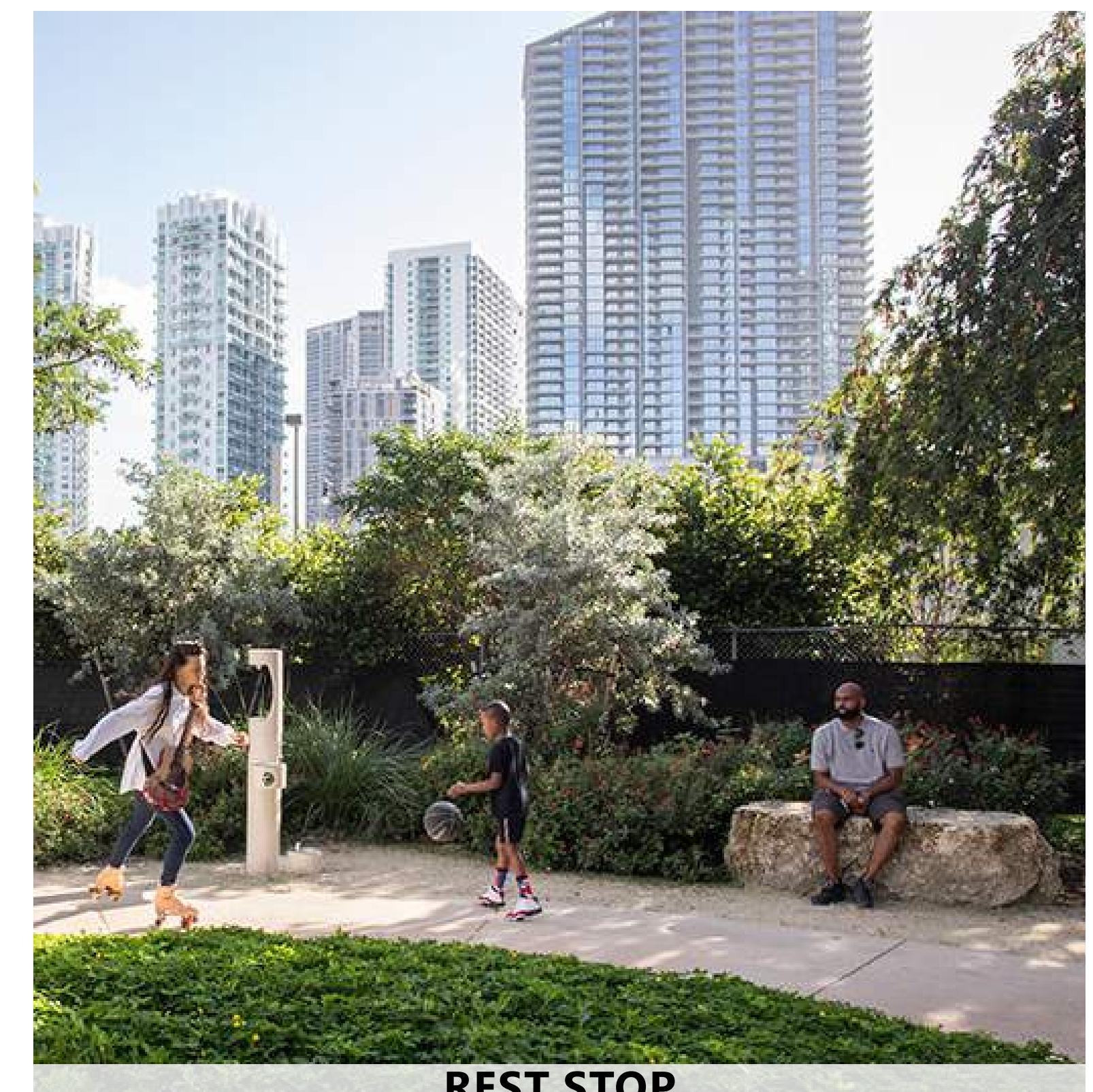
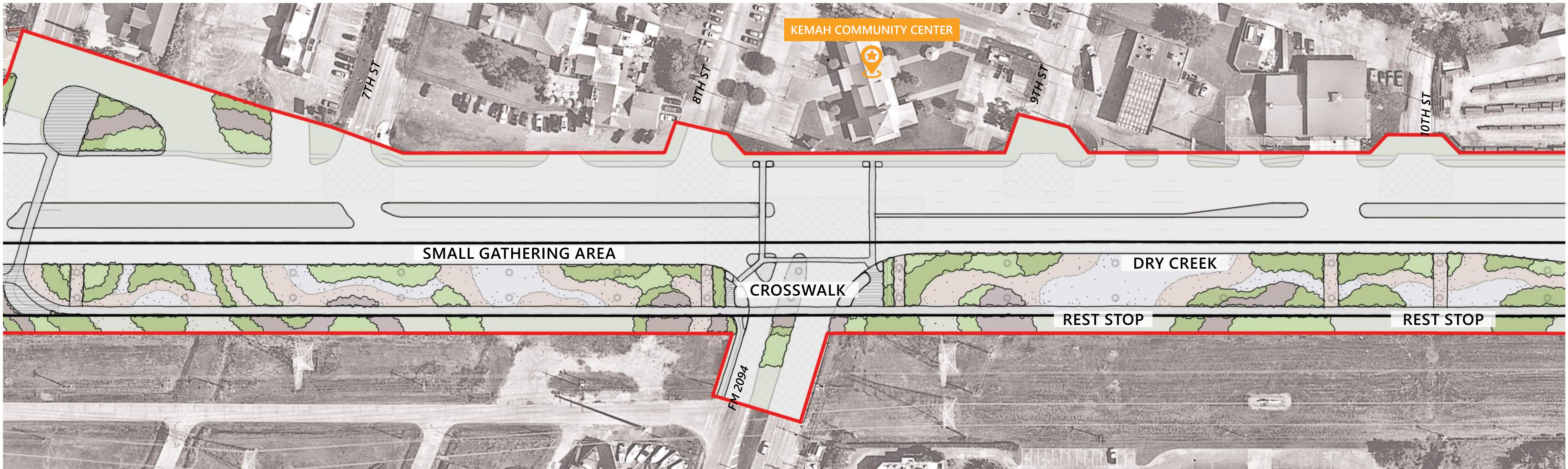
## HWY 146 / COLUMN TREATMENT CONCEPTS

LOCATION: KEMAH, TEXAS

CLIENT: CITY OF KEMAH

DATE: OCTOBER, 2025

CONCEPT DESIGN | 17

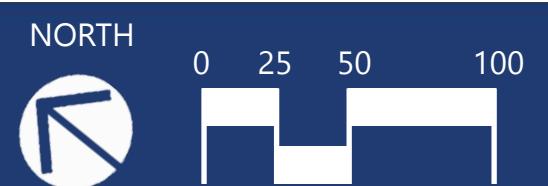


## HWY 146 / SITE PLAN ENLARGEMENT A

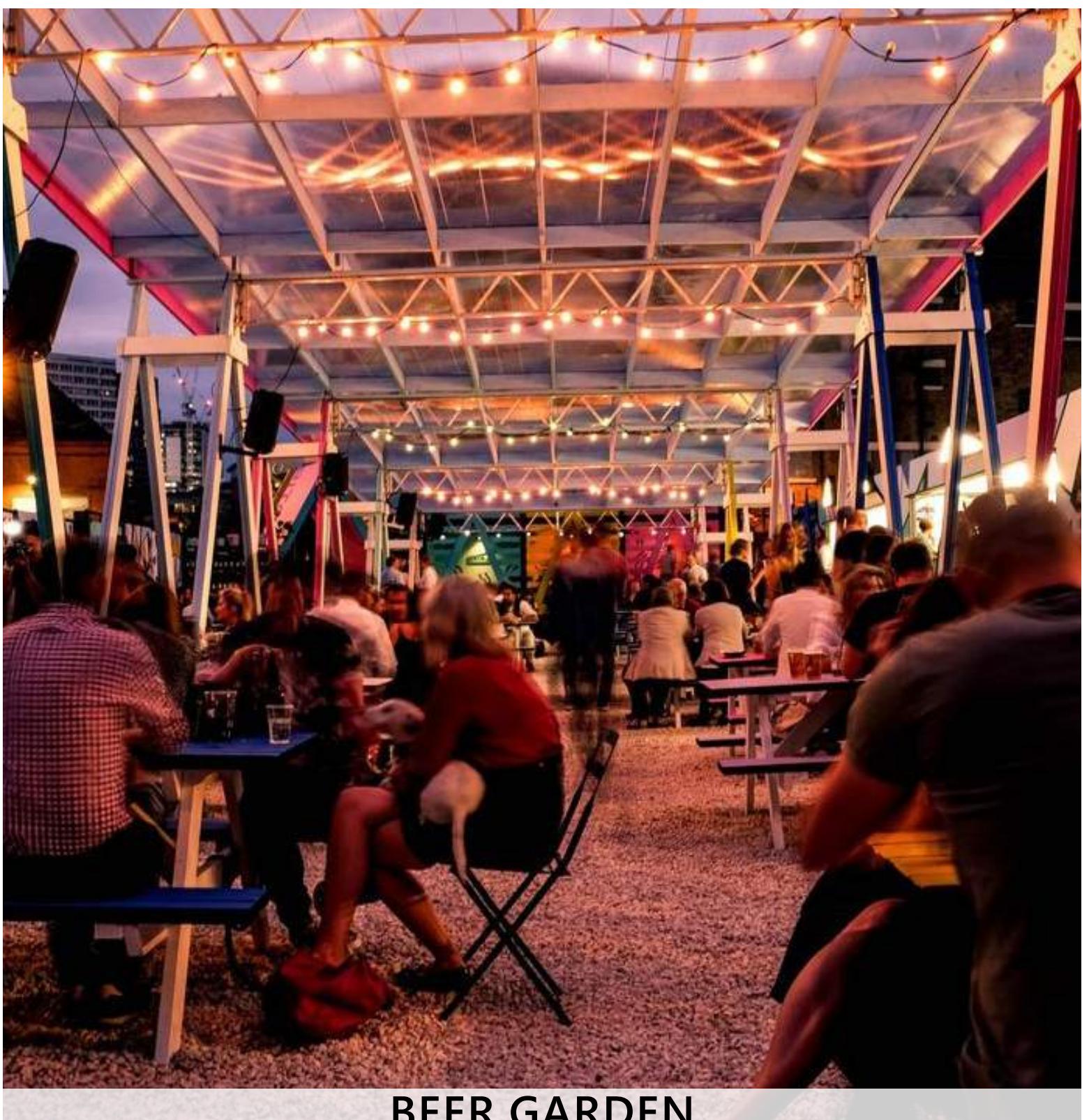
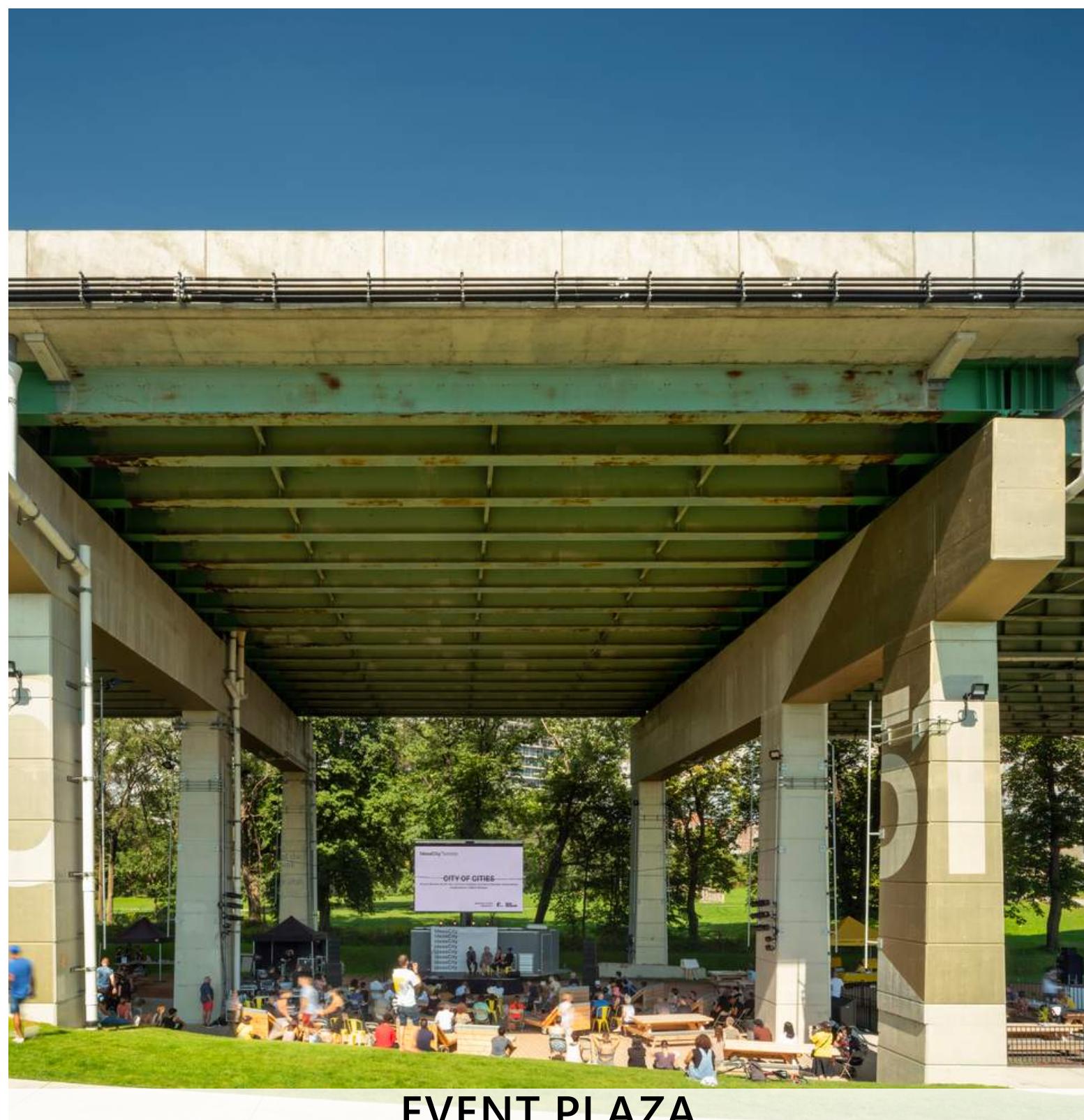
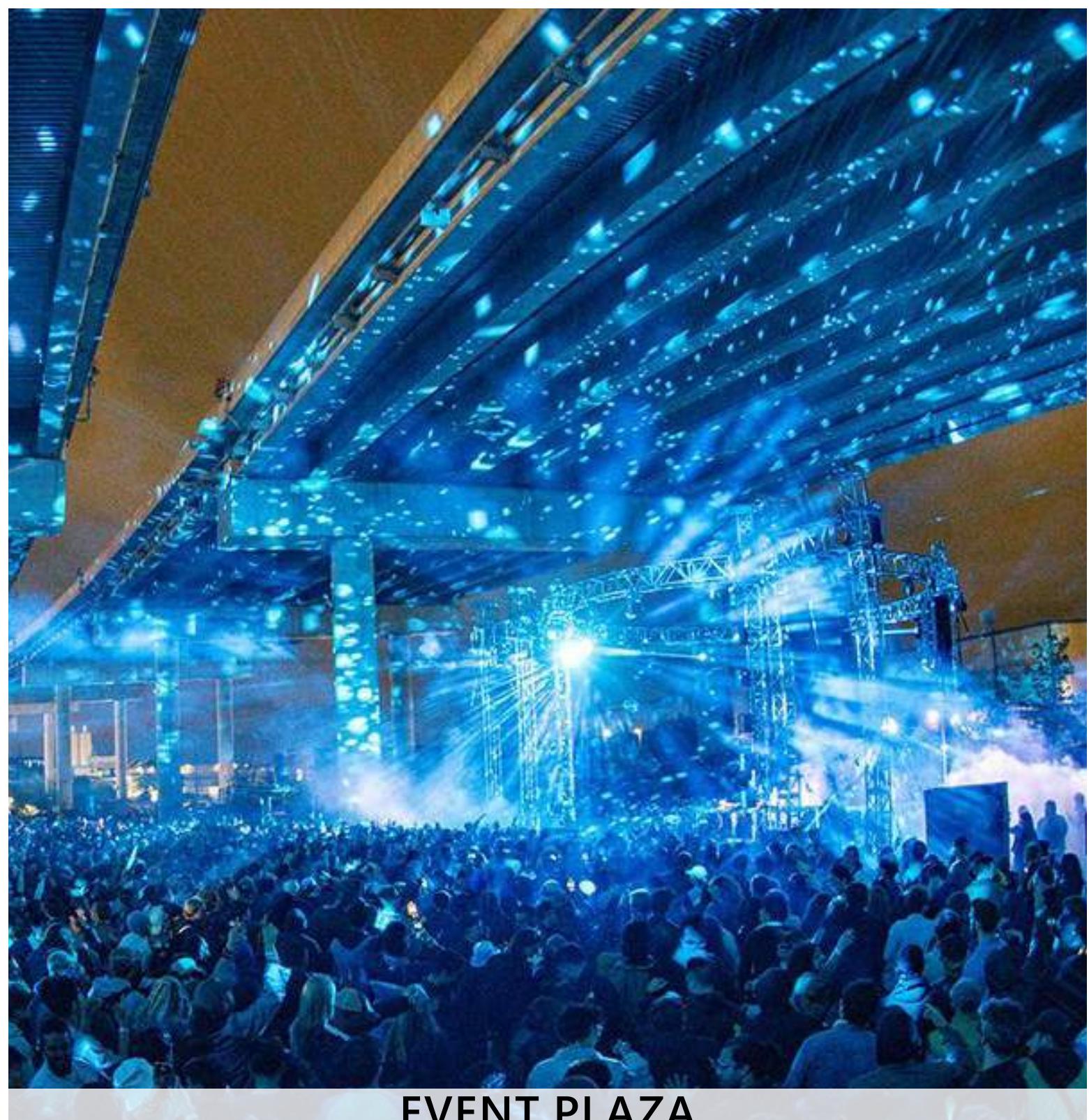
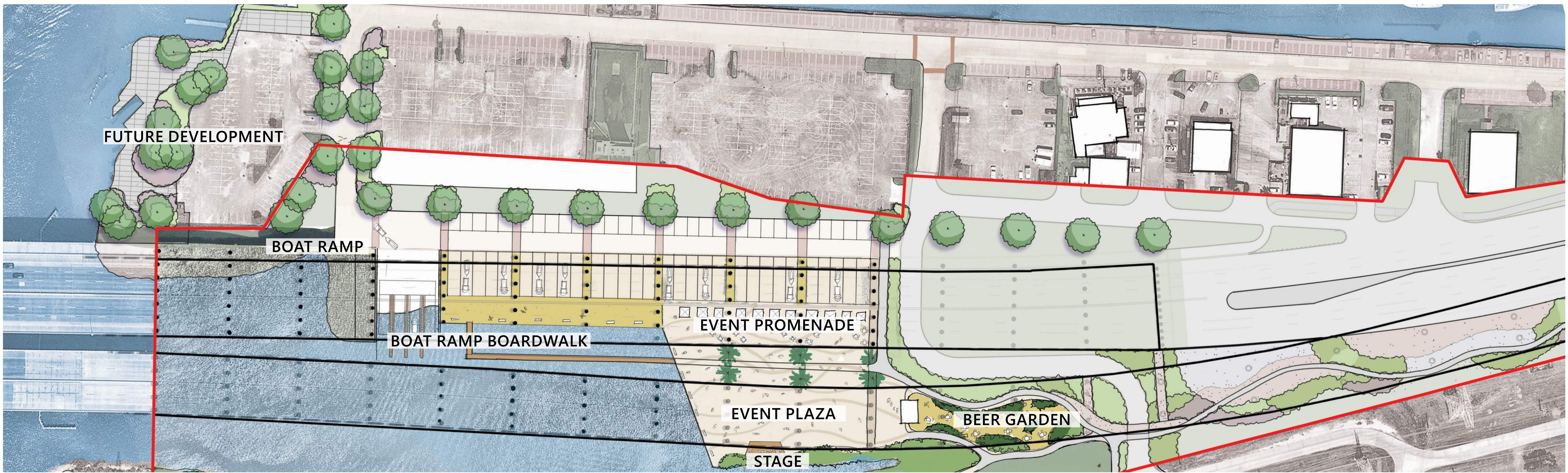
LOCATION: KEMAH, TEXAS

CLIENT: CITY OF KEMAH

DATE: OCTOBER, 2025



CONCEPT DESIGN | 18

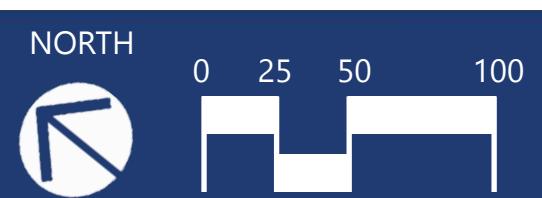


## HWY 146 / SITE PLAN ENLARGEMENT B

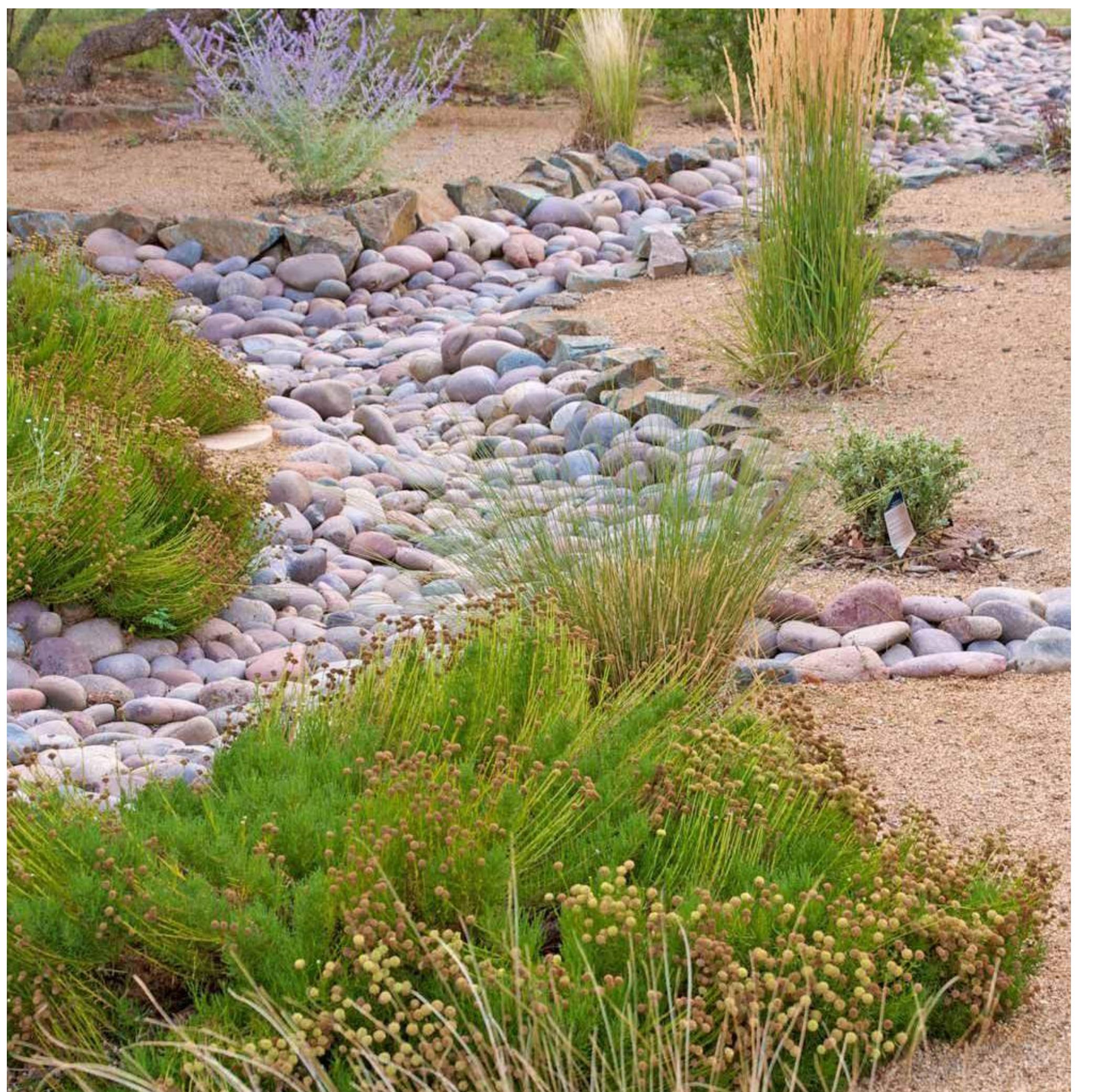
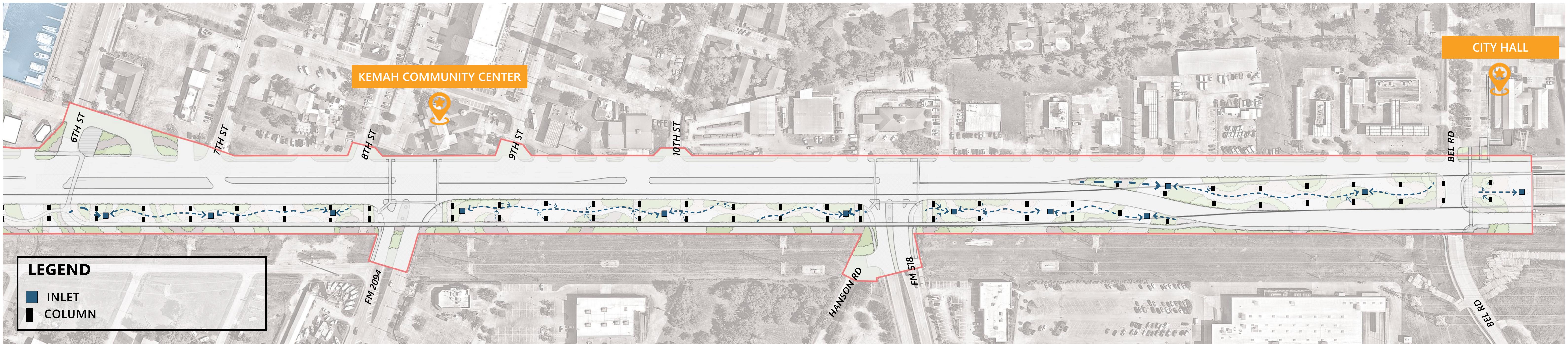
LOCATION: KEMAH, TEXAS

CLIENT: CITY OF KEMAH

DATE: OCTOBER, 2025



CONCEPT DESIGN | 19



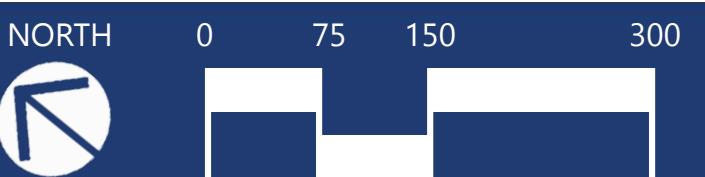
## HWY 146 / DESIGN INTENT - GRADING/DRAINAGE

**LJA**

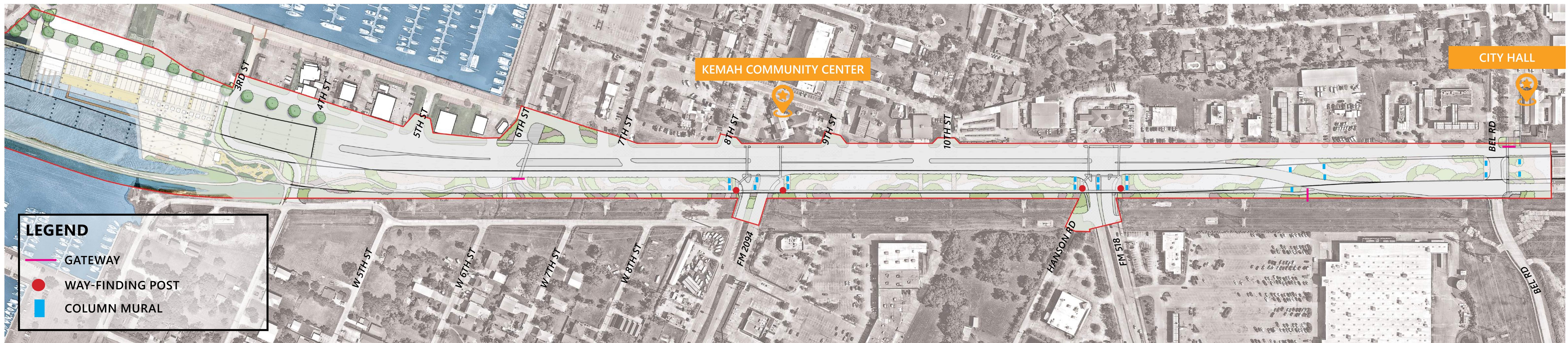
LOCATION: KEMAH, TEXAS

CLIENT: CITY OF KEMAH

DATE: OCTOBER, 2025



CONCEPT DESIGN | 20

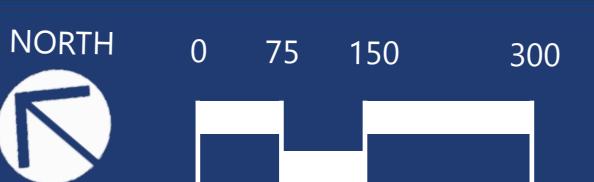


## HWY 146 / DESIGN INTENT - WAYFINDING

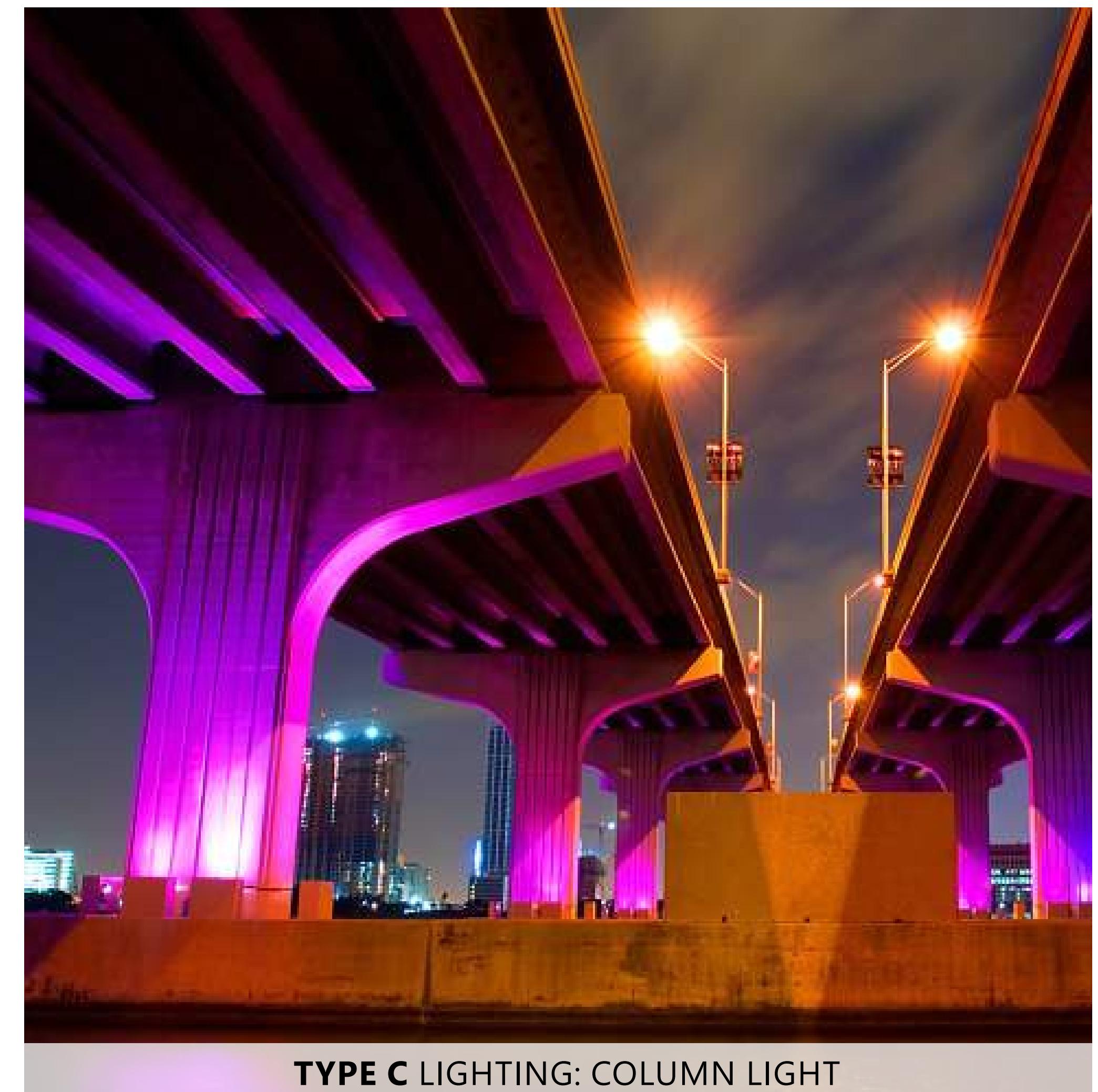
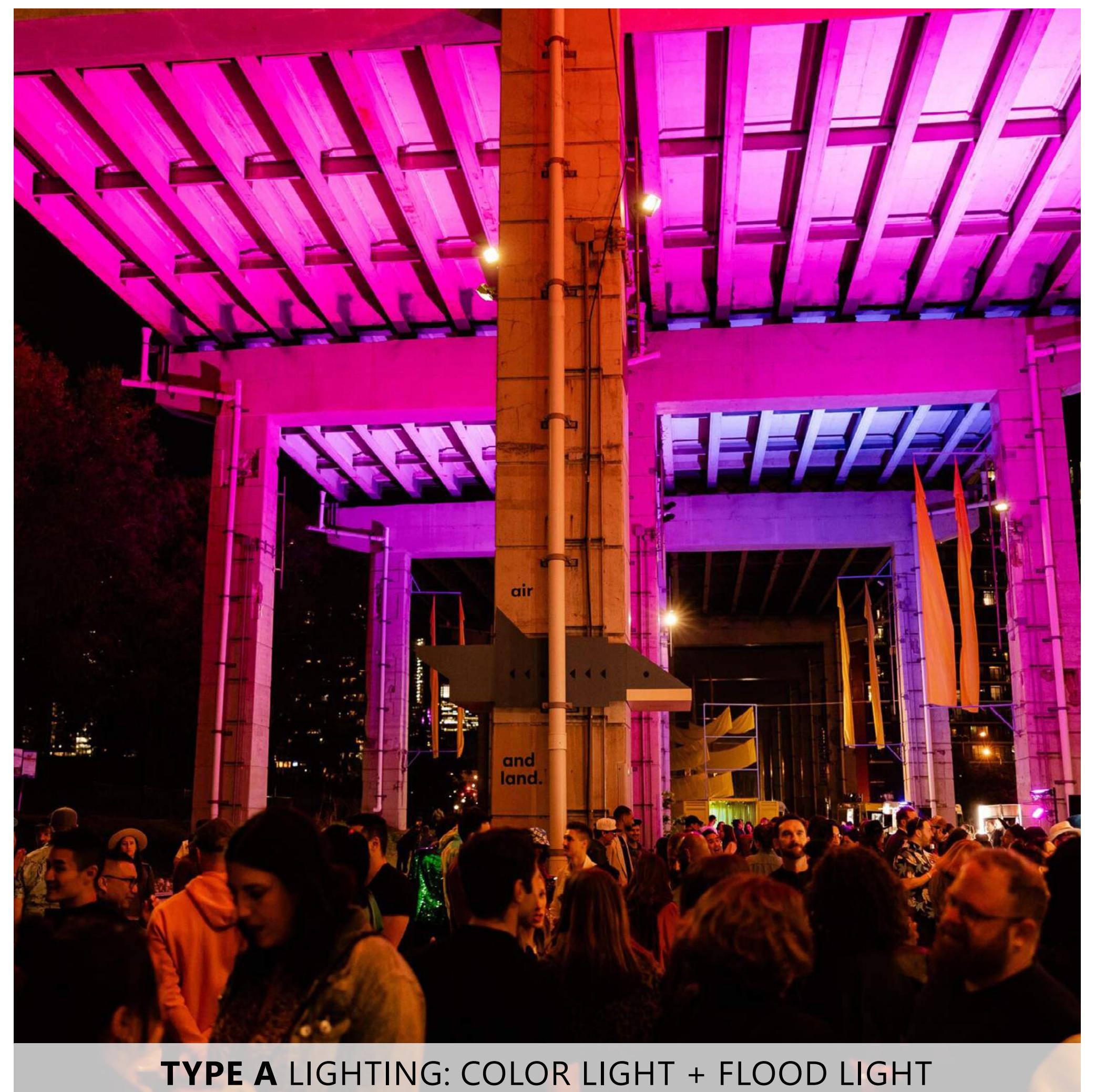
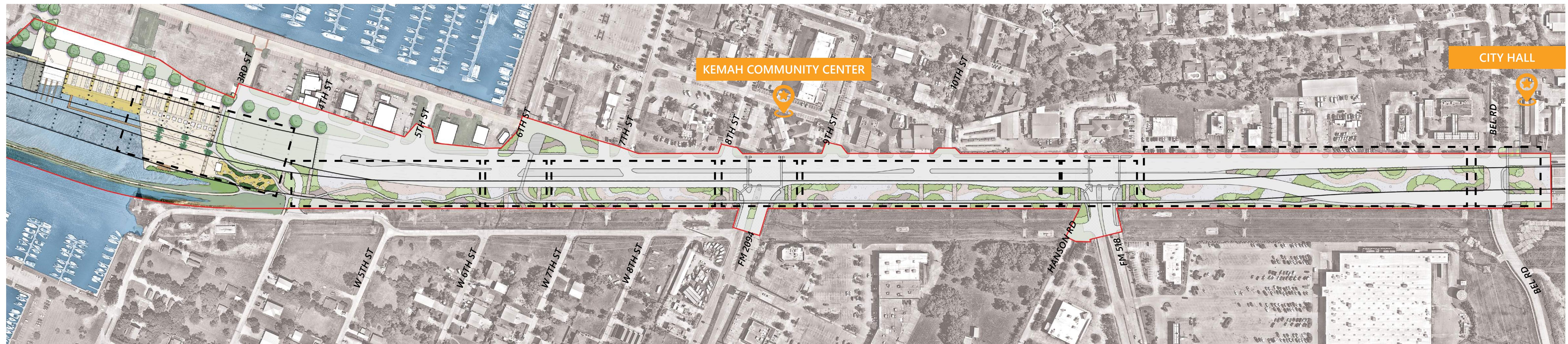
LOCATION: KEMAH, TEXAS

CLIENT: CITY OF KEMAH

DATE: OCTOBER, 2025



CONCEPT DESIGN | 21

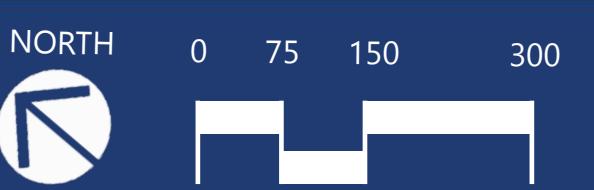


## HWY 146 / DESIGN INTENT - LIGHTING

LOCATION: KEMAH, TEXAS

CLIENT: CITY OF KEMAH

DATE: OCTOBER, 2025



CONCEPT DESIGN | 22



**KCDC REGULAR MEETING  
MINUTES**

October 21, 2025  
6:00 PM

Darren Broadus - President (Position 1)

Darren Broadus	Shawn Williamson	Jacquelyn Wieland	Tom Linklater	Ryan Hvitlok	Reé Allen	Dustin Oliver
KCDC Position 1	KCDC Position 2	KCDC Position 3	KCDC Position 4	KCDC Position 5	KCDC Position 6	KCDC Position 7

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

KCDC President Darren Broadus called the Kemah Community Development Corporation (KCDC) Meeting to order at 6:00 p.m. in the Council Chambers in Kemah City Hall. Present were Board Members Dustin Oliver, Ryan Hvitlok, Tom Linklater, and Reé Allen. Board Members Jacquelyn Wieland and Shawn Williamson were absent, and President Broadus declared a quorum.

**2. Invitation to Address Board**

(The subject matter of any comments under this agenda item shall be limited to items on the agenda. The privilege of speaking at this time is limited to the following persons: residents in the City of Kemah, persons having an ownership interest in property within Kemah, or a business located within its jurisdiction, or their attorney(s). A statement of no more than 2 minutes may be made. There will be no yielding of time to another person. State law prohibits KCDC board members from commenting on any statement or engaging in dialogue without an appropriate agenda item being posted in accordance with the Texas Open Meetings Law. Comments should be directed to the entire KCDC board, not individual members. Engaging in verbal attacks or comments intended to insult, abuse, malign or slander any individual shall be cause for termination of time privileges and expulsion from the meeting. This section will be limited to a total time limit of 15 minutes, unless extended by the President of the KCDC board.)

None

**3. Proclamations, Presentations, Awards, and Community Spotlight**

**4. Board Members' Comments and Announcements**

Announcements concerning items of community interest. No action will be taken.

Board Member Tom Linklater

- Thank you for coming
- Barktober

Board Member Ryan Hvitlok

- None

Board Member Ree Allen

- Thank you for coming

Board Member Dustin Oliver

- Show on the road

**5. President's Comments and Announcements**

Announcements concerning items of community interest. No action will be taken.

None

**6. City Administrator Report**

Announcements concerning items of community interest. No action will be taken.

**7. KCDC Executive Director Report**

Announcements concerning items of community interest. No action will be taken.

**7.A. Consideration and Possible to have Staff Attain Quotes and Possible Designs for Pickleball Courts at Cien Park**

**KCDC Executive Director**

**8. Consent Agenda**

**8.A. Approval of Minutes for the 09/16/25 KCDC Regular Meeting**

**City Secretary**

**Motion:** **To Approve**

**Made By:** **Member Dustin Oliver**

**Seconded By:** **Member Tom Linklater**

**Vote:** **Motion Carried unanimously by all Councilmembers present.**

**9. Consideration and Possible Action Items**

**9.A. Consideration and Possible Action on Volunteer Designations with University of Houston SBDC- Small Business Development Corporation Project**

**KCDC**

**Motion:** **To Appoint Ree Allen as the designee and Jacquelyn Wieland and Shawn Williamson as alternates**

**Made By:** **Member Dustin Oliver**

**Seconded By:** **Member Tom Linklater**

**Vote:** **Motion Carried Member Ree Allen, voting "No".**

**9.B. Consideration and Possible Action on Approval of a Tower Camera System for 57-Acre Park**

**Police Department**

**Motion:** **To Approve the Poles**

**Made By:** **Member Ree Allen**

**Seconded By:** **Member Ryan Hvitlok**

**Vote:** **Motion Carried Member Dustin Oliver, voting "No".**

**9.C. Consideration and Possible Action to Declare a Project for Linear Park**

**City Administrator**

**Motion:** **To Approve with the Name Changed to Gateway Park**

**Made By:** **Member Tom Linklater**

**Seconded By:** **Member Dustin Oliver**

**Vote:** **Motion Carried unanimously by all Councilmembers present.**

9.D. Consideration and Possible Action to Approve roll Budget Amendment to Fiscal Year 2026, for Professor Patrick Peters and his University of Houston graduate architecture class for the design of a memorial park in honor of Joann Blackledge, former First Lady of Kemah. In the amount not to exceed \$25,000.

Finance

Motion: To Approve

Made By: Member Ree Allen

Seconded By: Member Tom Linklater

Vote: Motion Carried unanimously by all Councilmembers present.

9.E. Consideration and Possible Action to Release RFP for Professional Services for Development of Strategic Plan City Administrator

Motion: To Approve

Made By: Member Ree Allen

Seconded By: Member Tom Linklater

Vote: Motion Carried unanimously by all Councilmembers present.

10. Executive (Closed) Session(s)

President Broadus adjourned the regular meeting to proceed with the closed sessions at 7:03 PM

10.A. Texas Open Meetings Act, Section 551.072 Government Code - City Administrator  
Deliberations About Real Property

11. Action Item(s) From Executive Session(s)

President Broadus reconvened the regular meeting at 7:26 PM

11.A. Consideration and Possible Action Regarding Deliberations About Real City Administrator  
Property

No Action Taken

12. Adjournment

There being no further comments, the meeting is adjourned at 7:27 PM.

Meeting End Time: 7:27 PM

Date: 12/3/25

Approved: Darren Broadus, President

Attest: Natasha Hinton, City Secretary



**NOTICE OF 60-DAY COMMENT PERIOD ON THE USE OF TYPE B FUNDS FOR THE CONSTRUCTION OF LINEAR PARK (GATEWAY PARK)**

The Kemah Community Development Cooperation (KCDC) hereby gives notice, pursuant to Texas Local Government Code, Sec. 505.158, that it will conduct a sixty (60) day comment period that will open on November 9th, 2025, and will close on January 9th, 2026, for the consideration to use Type B sales tax funds for the construction of Linear Park (Gateway Park).

A Public Hearing will be held and consideration of a resolution authorizing the use of Type B sales tax funds for the construction of Linear Park (Gateway Park) is scheduled for **Wednesday, January 21<sup>st</sup> , 2026** at 6 p.m. at the City Council meeting and **Wednesday, February 4<sup>th</sup> , 2026**, at 6 p.m. at the City Council meeting; both will be held at Kemah City Hall, 1401 Hwy 146, Kemah, TX 77565.

The proposal constitutes an economic development “Project,” as defined by Texas Local Govt. Code Chapter 505 *Type B Corporations*.

For additional information, the public may contact Cesar Garcia, City Administrator, via email at [cgarcia@kemahtx.gov](mailto:cgarcia@kemahtx.gov) or via phone at (281) 334-1611.

Notice has been published in the Galveston Daily News and will be posted at the Kemah City Hall Municipal Building Bulletin Board and City of Kemah website for the duration of the public comment period, which will end on January 9th, 2026.

Posted in Galveston Daily News 11-9-25

## **RESOLUTION NO. 2026-05**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KEMAH, TEXAS AUTHORIZING A PROJECT FOR ECONOMIC DEVELOPMENT LOCATED IN KEMAH AS DESCRIBED IN EXHIBIT "A-C" UNDER CHAPTER 505 OF THE TEXAS LOCAL GOVERNMENT CODE FOR THE PURPOSE OF ECONOMIC DEVELOPMENT EXPENDITURES AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Kemah, Texas, in compliance with the laws of the State of Texas and the ordinances of the City of Kemah, Texas, has determined that the development of an area in the City of Kemah which is outlined in "Exhibit A – Linear Park Plan" will promote economic and community development to the benefit of the citizens of Kemah, Texas; and

**WHEREAS**, on October 21, 2025, the Kemah Community Development Corporation declared the Linear Park (Gateway Park) as a project, "Exhibit B-Minutes," pursuant to Chapter 505 of the Texas Local Government Code.

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

**SECTION 1.** That the above findings are hereby found to be true and correct and are incorporated into this Resolution as if stated in their entirety.

**SECTION 2.** That the development of the area described in Exhibit "A" is hereby declared to be a project authorized under Chapter 505 Texas Local Government Code for the purpose of utilizing economic development funds.

**SECTION 3.** This Resolution shall take effect immediately from and after its passage, following two separate readings as required by Section 505.158 of the Texas Local Government Code.

**SECTION 4.** The City Council approved the First Reading on the 21<sup>st</sup> day of January 2026. The City Council approved the Second Reading on the 4<sup>th</sup> day of February, 2026.

**PRESENTED AND PASSED** by the City Council of the City of Kemah, Texas, this the 4<sup>th</sup> day of February 2026.

CITY OF KEMAH, TEXAS

---

Robin Collins, Mayor

ATTEST:

---

Natasha Hinton, City Secretary



Item Number

**12.A**

**Title**

Consideration and Possible Action Final Replat of Part of Lot 1 Block 7 Jarboe Addition (Final)

**Submitting Department**

Building

**Background/Recommendation**

The subject property is generally located on the southeast corner of FM 518 and Anders Lane. The applicant has requested approval of the Final Replat of Lot 1 Block 7 Jarboe Addition a subdivision of 5.993 acres. Property ID 159879

**Funding Source**

Not Applicable

**Attachments:**

[1-22-2026-City-Council-Jarboe Addition Final Plat.pdf](#)



**Item Number**

**Title**

Consideration and Possible Action Final Replat of Part of Lot 1 Block 7 Jarboe Addition (Final)

**Submitting Department**

Building

**Background/Recommendation**

The subject property is generally located on the southeast corner of FM 518 and Anders Lane. The applicant has requested approval of the Final Replat of Lot 1 Block 7 Jarboe Addition a subdivision of 5.993 acres.

Property ID 159879

**Funding Source**

Not Applicable

**Attachments:**

Lot 1 Block 7 Jarboe - Triangle - Memorandum 1

Lot 1 Block 7 Final Plat Packet

Lot 1 Block 7 Jarboe - Preliminary Plat

# Memorandum

To: Cesar Garcia  
City Administrator

From: Evan Duvall, AICP  
Safebuilt

Date: January 22, 2026

Re: Review of Final Replat Submittal for:  
**Lot 1 Block 7 Jarboe Addition**

---

The City of Kemah has received a Final replat application for the proposed Lot 1 Block 7 Jarboe Addition subdivision of approximately 5.9 acres. The proposed replat seeks to subdivide the tract into eight reserves, designated Reserve A through H (See Exhibit 1). This subdivision is going to utilize a shared detention pond that is shown in Detention Reserve H, which will allow these commercial reserves to develop more efficiently than each lot providing the required detention. The applicant has construction the required detention pond, and the City Engineer has inspected and approved the required improvement for this subdivision.

This project is expected to bring seven new businesses into the City of Kemah, and the development is utilizing a shared detention reserve to facilitate the development on this parcel of land. Staff are recommending approval of this final plat request.

## Exhibit 1: Reserve sizes for Lot 1 Block 7 Jarboe

Reserve #	Lot Acreage
Commercial Reserve A	.808 Acres
Commercial Reserve B	.768 Acres
Commercial Reserve C	.631 Acres
Commercial Reserve D	.631 Acres
Commercial Reserve E	.631 Acres
Commercial Reserve F	.735 Acres
Commercial Reserve G	.594 Acres
Drainage Reserve H	1.077 Acres



City of Kemah, Texas  
Department of Community Services

PLAT APPLICATION

Plat Project #: 250723003

Name of Proposed Plat: Replat of Part of Lot 1 Block 7 Jacoboe Addition

Project Address: Anders Lane

Plat in Acres: 5.9 No. Of Lots: 7 Total Reserve Acres: 1.0

Key Map Page No. \_\_\_\_\_ Firm Map Panel Number: 48167C Current Flood Zone: AE = x (shaded)  
80449

Plat Type (Check): [ ] Masterplan/ Conceptual [ ] Preliminary [ ] Final [ ] Amending [ ] Abbreviated  Replat

**Property Information:**

Legal Description: Part of Lot 1 Block 7 Jacoboe Addition

Galveston County Tax Account Number(S). PID 159 879

Current Zoning District: \_\_\_\_\_

Applicant: Troy Shanks Surveyor/Engineer: Sam

Address: 1446 Pirates Cove Address: \_\_\_\_\_ "

City, St, Zip: Houston, TX 77058 City, St, Zip: \_\_\_\_\_ "

Phone: 832-605-6920 Phone: \_\_\_\_\_ "

Email: Shanks15@sbccglobal.net Email: \_\_\_\_\_ "

**PLAT SUBMITTAL REQUIREMENTS:** Submission is not considered administratively complete until the following items have been received and fees have been paid. Official date of submission is when the submittal is administratively complete.

- Plat Application and Fee
- Two (2) Hard Copies of the Plat
- Any corresponding documents, including Surveys, City Planning Letter, Original Tax Certificates, Lienholders Subordination, etc.
- Digital copies of all above in pdf format on USB drive

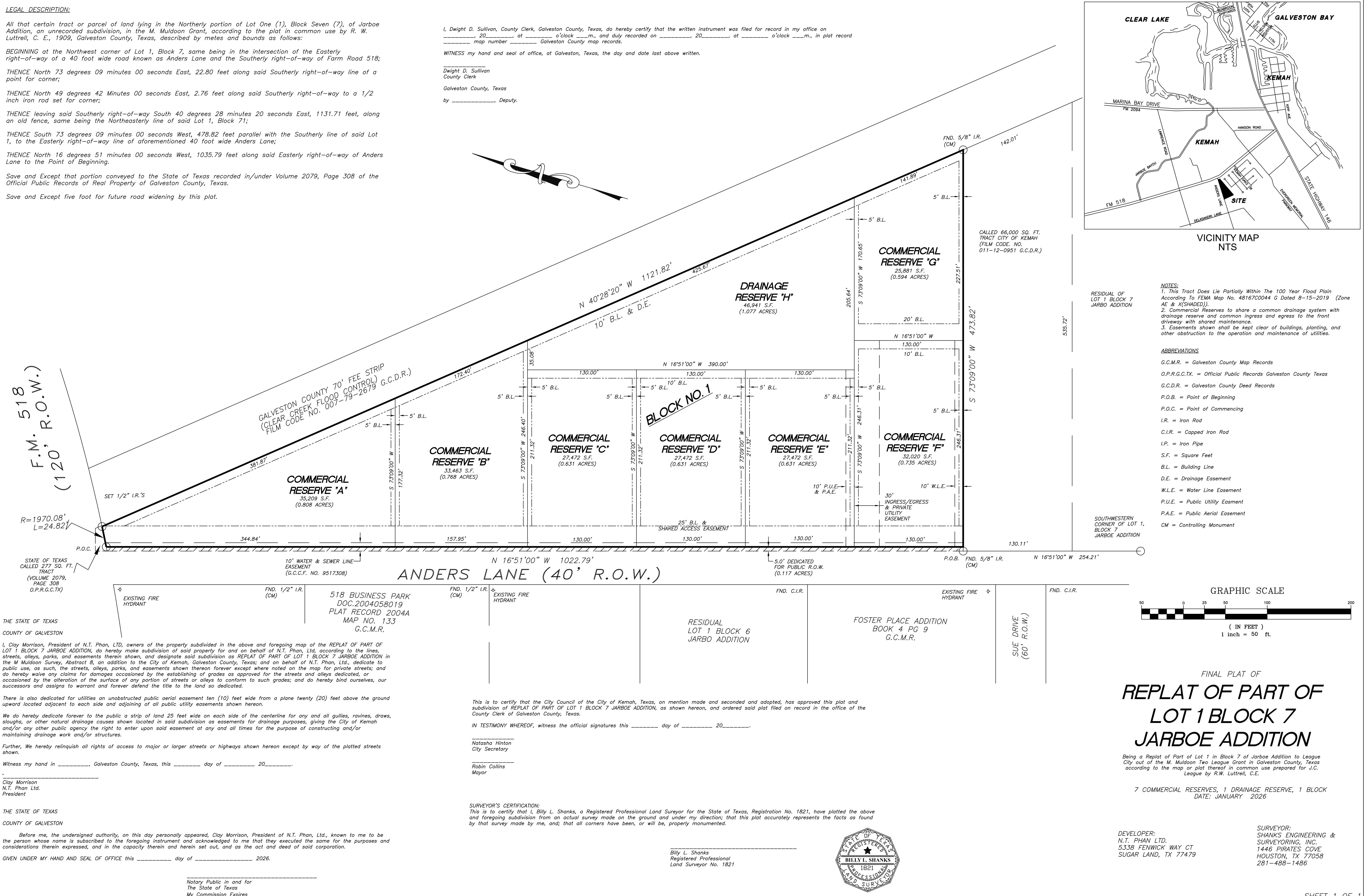
I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not.

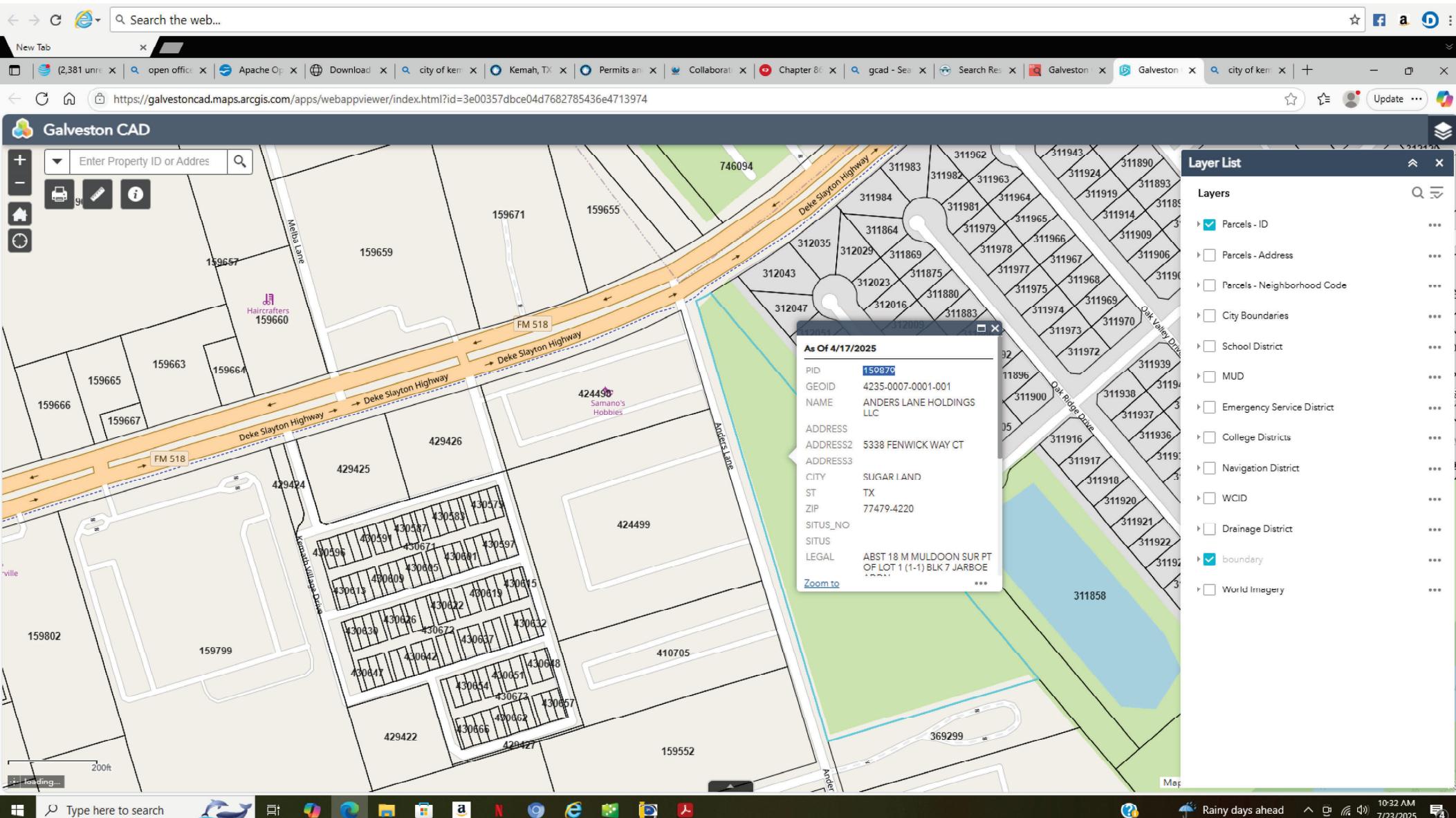
Owner/Agent Signature & Date: Troy Shanks Plat Fee: \$1,500.00

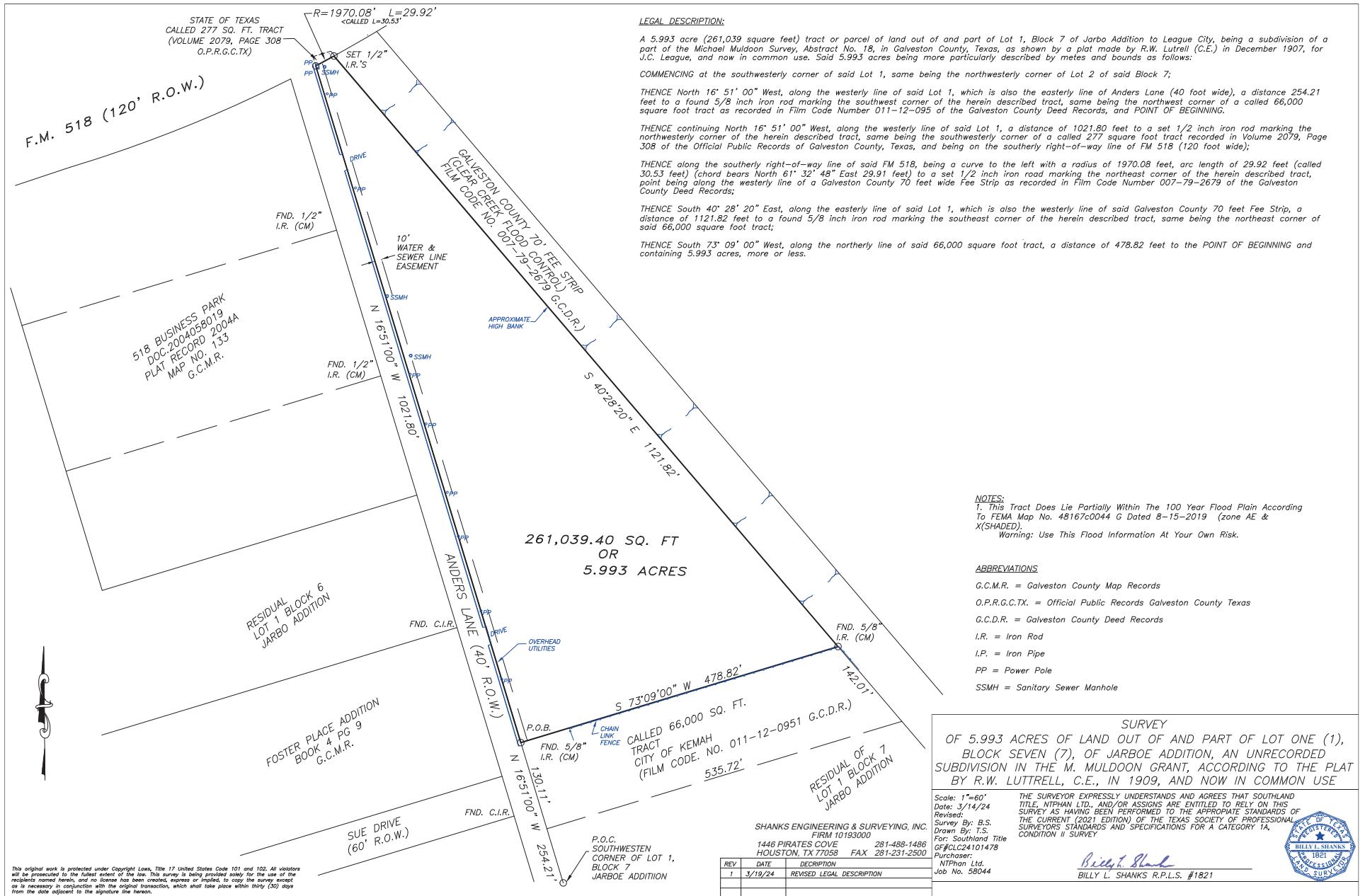
Address: 1446 Pirates Cv Payment Type: CK# 1918

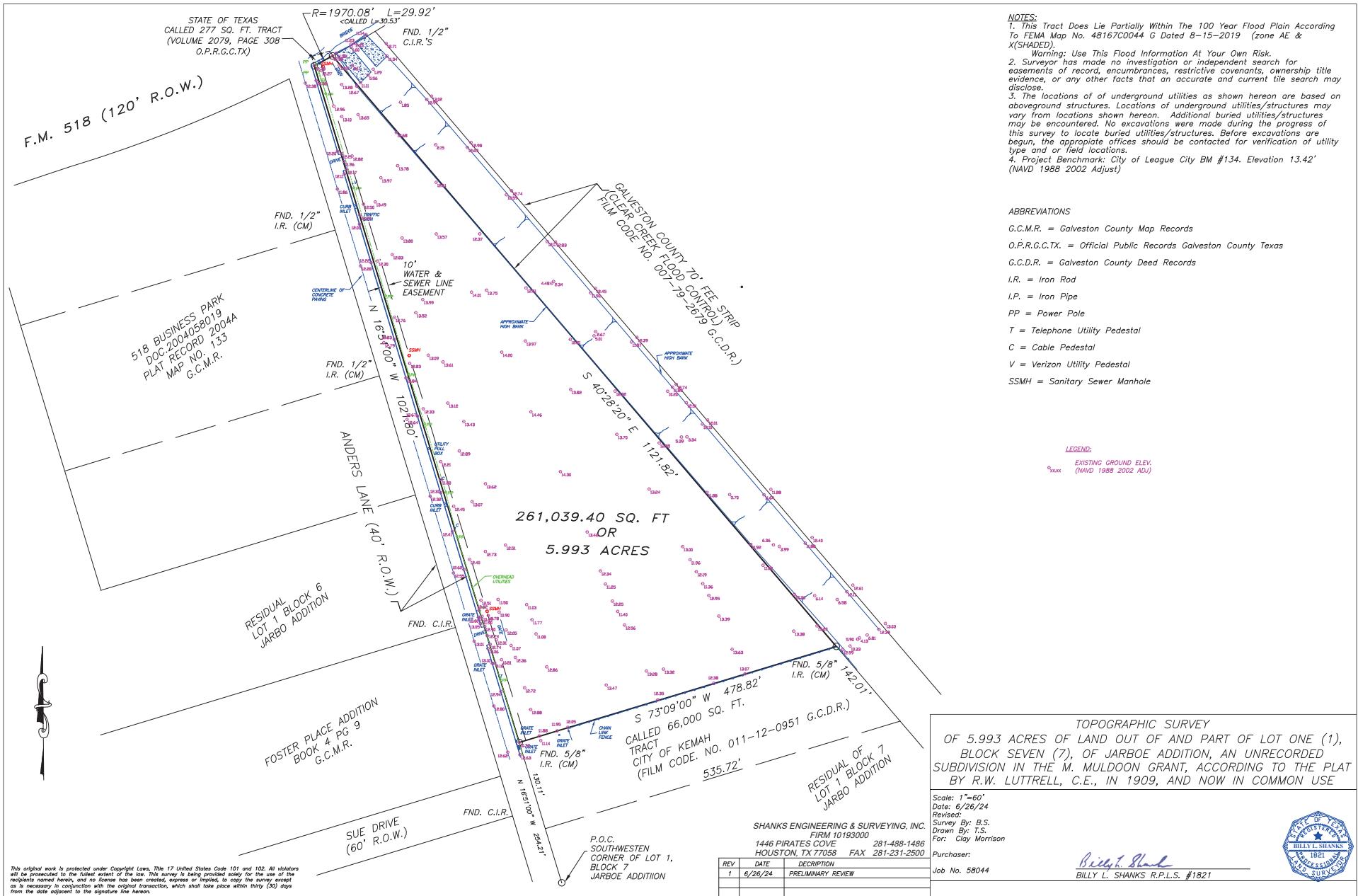
Phone: 832-605-6920 Payment Date: 9/25/2025

Email: Shanks15@sbccglobal.net City Council Submission Date: \_\_\_\_\_









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from the date adjacent to the signature line hereon.





Item Number

**12.B**

**Title**

Consideration and Possible Action to Approve Resolution 2026-03

A RESOLUTION OF THE CITY OF KEMAH, TEXAS, PROVIDING THAT A GENERAL MUNICIPAL ELECTION BE HELD ON MAY 2, 2026, FOR THE PURPOSE OF ELECTING THREE (3) COUNCIL MEMBERS FOR TWO YEAR TERMS, SPECIFICALLY POSITION 1, POSITION 3, AND POSITION 5; AND AUTHORIZING THAT THE ELECTION SHALL BE HELD JOINTLY WITH GALVESTON COUNTY; AND RESOLVING OTHER MATTERS RELATING TO SAID ELECTION

**Submitting Department**

City Secretary

**Background/Recommendation**

Election law requires that the City Council issue a Resolution Calling for the General Election no later than the 78th day before the election.

**Funding Source**

Not Applicable

**Attachments:**

[Resolution 2026-03 Calling the May 2026 Election.docx](#)

[Order of General Election \(Calling Election\).pdf](#)

[EV Locations.docx](#)

[ED Locations.docx](#)

**RESOLUTION NO. 2026-03**  
**(RESOLUCIÓN NÚM. 2026-03)**

**A RESOLUTION OF THE CITY OF KEMAH, TEXAS, PROVIDING THAT A GENERAL MUNICIPAL ELECTION BE HELD ON MAY 2, 2026, FOR THE PURPOSE OF ELECTING THREE (3) COUNCIL MEMBERS FOR TWO YEAR TERMS, SPECIFICALLY POSITION 1, POSITION 3, AND POSITION 5; AND AUTHORIZING THAT THE ELECTION SHALL BE HELD JOINTLY WITH GALVESTON COUNTY; AND RESOLVING OTHER MATTERS RELATING TO SAID ELECTION**

**UNA RESOLUCIÓN DE LA CIUDAD DE KEMAH, TEXAS, QUE ESTABLECE QUE SE CELEBREN ELECCIONES MUNICIPALES GENERALES EL 2 DE MAYO DE 2026, CON EL PROPÓSITO DE ELEGIR A TRES (3) MIEMBROS DEL CONSEJO PARA MANDATOS DE DOS AÑOS, ESPECÍFICAMENTE PARA EL PUESTO 1, PUESTO 3 Y PUESTO 5; Y AUTORIZANDO QUE LA ELECCIÓN SE CELEBRE CONJUNTAMENTE CON EL CONDADO DE GALVESTON; Y RESOLVIENDO OTROS ASUNTOS RELACIONADOS CON DICHA ELECCIÓN**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KEMAH, TEXAS:**

**(SEA RESUELTO POR EL CONCEJO MUNICIPAL DE LA CIUDAD DE KEMAH, TEXAS:)**

**SECTION 1:** That in accordance with the general laws and Constitution of the State of Texas, a General Municipal Election is hereby called and ordered for the first Saturday in May, 2026, the same being the 2<sup>ND</sup> day of said month, at which election all qualified voters of the City may vote for the purpose of electing the following officials of the City:

**SECCIÓN 1:** Que de acuerdo con las leyes generales y la Constitución del Estado de Texas, se convoca y ordena una Elección General Municipal para el primer sábado de mayo de 2026, siendo el día 2 de dicho mes, en la que todos los votantes cualificados de la Ciudad podrán votar con el fin de elegir a los siguientes funcionarios de la Ciudad:

**GENERAL ELECTION**

Council Member Position No. 1  
Council Member Position No. 3  
Council Member Position No. 5

**ELECCIONES GENERALES**  
**Posición No. 1 del Concejal**  
**Posición No. 3 del Concejal**  
**Posición No. 5 del Concejal**

**SECTION 2:** That all candidates at the election to be held on the first Saturday in May, 2026 for the above mentioned offices file their application to become candidates with the City Secretary of the City at City Hall, 1401 Highway 146, Kemah, Texas not later than 5:00 p.m. on February 13, 2026 (the seventy-eighth day before the election) and that all of said applications shall be on a form as prescribed by Section 141.031 of the Election Code of the State of Texas.

**SECCIÓN 2:** Que todos los candidatos a las elecciones que se llevarán a cabo el primer sábado de mayo de 2026 para los cargos mencionados anteriormente presenten su solicitud para convertirse en candidatos ante el Secretario de la Ciudad de la Ciudad en el Ayuntamiento, 1401 Highway 146, Kemah, Texas a más tardar a las 5:00 p.m. del 13 de febrero de 2026 (el septuagésimo octavo día antes de las elecciones) y que todas dichas solicitudes deberán estar en un formulario según lo prescrito por la Sección 141.031 del Código Electoral del Estado de Texas.

The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing by the City Secretary as provided by Section 52.094 of the Election Code.

(El orden en que se imprimirán los nombres de los candidatos en la boleta se determinará mediante un sorteo realizado por el Secretario de la Ciudad según lo dispuesto por la Sección 52.094 del Código Electoral.)

**SECTION 3:** That the City has only one election precinct, and said elections shall be held in accordance with a JOINT ELECTION AGREEMENT between the City and Galveston County. Galveston County owns an electronic voting system that has been approved by the Secretary of State pursuant to the Texas Election Code and the City shall use the County's Voting System in its elections and compensate the County for such use and share in certain other expenses connected with elections in accordance with applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

(SECCIÓN 3: Que la Ciudad tiene un solo precinto electoral, y dichas elecciones se llevarán a cabo de acuerdo con un ACUERDO DE ELECCIÓN CONJUNTA entre la Ciudad y el Condado de Galveston. El condado de Galveston posee un sistema de votación electrónico que ha sido aprobado por el Secretario de Estado de conformidad con el Código Electoral de Texas y la ciudad utilizará el sistema de votación del condado en sus elecciones y compensará al condado por dicho uso y compartirá otros gastos relacionados con las elecciones. de acuerdo con las disposiciones aplicables de los Capítulos 31 y 271 del Código Electoral de Texas, según enmendado.)

**SECTION 4:** That the form of the ballot shall be provided by GALVESTON COUNTY under the terms of the JOINT ELECTION AGREEMENT. The ballots shall be prepared in accordance with the applicable provisions of the Election Code so voters may cast their ballots for a single candidate for each Council Position.

(SECCIÓN 4: Que la forma de la boleta será proporcionada por el CONDADO DE GALVESTON bajo los términos del ACUERDO DE ELECCIÓN CONJUNTA. Las boletas se prepararán de conformidad con las disposiciones aplicables del Código Electoral para que los electores puedan emitir su voto por un solo candidato para cada Cargo del Concejo.)

**SECTION 5:** That the early voting clerk shall be the Galveston County Clerk. Early Voting by personal appearance shall be conducted by Galveston County at designated early branch polling locations throughout the County beginning April 20-24, 2026 (8:00 a.m. – 5:00 p.m.) and April 27-28, 2026 (7:00 a.m. – 7:00 p.m.). During the period of early voting and election day, Kemah residents may vote at any Galveston County branch polling place. The main early voting location for early voting is the Galveston County Elections Office 10000 Emmett F. Lowry Expressway Suite A, Texas City, TX 77951 and the local early voting location will be the Kemah Community Center (also known as the Jimmie Walker Community Center) at 800 Harris Avenue, Kemah Texas.

**SECCIÓN 5:** Que el Secretario de Votación Anticipada será el Secretario del Condado de Galveston. La Votación Anticipada por comparecencia personal será realizada por el Condado de Galveston en los lugares de votación temprana designados en todo el Condado a partir del 20 al 24 de abril de 2026 (8:00 a.m. – 5:00 p.m.) y del 27 al 28 de abril de 2026 (7:00 a.m. – 7:00 p.m.). Durante el período de votación anticipada y el día de las elecciones, los residentes de Kemah pueden votar en cualquier lugar de votación de la sucursal del condado de Galveston. El lugar principal de votación anticipada para la votación anticipada es la Oficina de Elecciones del Condado de Galveston, 10000 Emmett F. Lowry Expressway, Suite A, Texas City, TX 77951 y el lugar local de votación anticipada será el Centro Comunitario Kemah (también conocido como el Centro Comunitario Jimmie Walker) en 800 Harris Avenue, Kemah, Texas.

**SECTION 6:** Applications for ballot by mail can be requested by calling the Galveston County Elections Division at 409-770-5108. Applications can also be obtained through the County's website: <http://www.galvestonvotes.org>.

Completed applications to vote by mail shall be submitted:

By Mail to:

Attn: Ballots by Mail  
C/O Dwight Sullivan  
Galveston County Clerk  
P.O. Box 17253  
Galveston, TX 77552-7253

Or by FAX to (409) 765-3249 to hold your place in the application queue for 4 days.

Or by email to: [absenteeballotapplications@co.galveston.tx.us](mailto:absenteeballotapplications@co.galveston.tx.us). To hold your place in the application queue for 4 days and you must attach a scanned copy of your completed application to the email.

\*\*\*FOR FAX OR EMAIL – THE ORIGINAL MUST STILL BE MAILED TO THE ADDRESS FOR BALLOTS BY MAIL LISTED ABOVE.

**SECCIÓN 6:** Las solicitudes de boleta por correo se pueden solicitar llamando a la División de Elecciones del Condado de Galveston al 409-770-5108. Las solicitudes también se pueden obtener a través del sitio web del Condado: <http://www.galvestonvotes.org>.

*Las solicitudes completas para votar por correo se presentarán:*

*Por correo a:*

*Atención: Boletas por correo*

*C/O Dwight Sullivan*

*Secretario del Condado de Galveston*

*Apartado de correos 17253*

*Galveston, TX 77552-7253*

*O por FAX al (409) 765-3249 para mantener su lugar en la cola de solicitud durante 4 días.*

*O por correo electrónico a: [absenteeballotapplications@co.galveston.tx.us](mailto:absenteeballotapplications@co.galveston.tx.us). Para mantener su lugar en la cola de solicitud durante 4 días, debe adjuntar una copia escaneada de su solicitud completa al correo electrónico.*

**\*\*\*PARA FAX O CORREO ELECTRÓNICO: EL ORIGINAL SE DEBE ENVIAR POR CORREO A LA DIRECCIÓN PARA BOLETAS POR CORREO**

**SECTION 7:** That on the day of said election, May 2, 2026 (7:00 a.m. – 7:00 p.m.), voting shall be held at the local polling place which shall be the Kemah Community Center (also known as the Jimmie Walker Community Center), 800 Harris Ave, Kemah, Texas, and at all Galveston County branch locations.

**SECCIÓN 7:** Que el día de dicha elección, el 2 de mayo de 2026 (7:00 a.m. – 7:00 p.m.), la votación se llevará a cabo en el lugar de votación local que será el Centro Comunitario Kemah (también conocido como el Centro Comunitario Jimmie Walker), 800 Harris Ave, Kemah, Texas, y en todas las sucursales del Condado de Galveston.

**SECTION 8:** That the election shall be held and the returns thereof shall be provided by Galveston County to the City and canvassed in accordance with the general laws pertaining to municipal elections and in accordance with the requirements of the Election Code of the State of Texas.

**(SECCIÓN 8:** Que la elección se llevará a cabo y los resultados de las mismas serán proporcionados por el Condado de Galveston a la Ciudad y escrutados de acuerdo con las leyes generales relacionadas con las elecciones municipales y de acuerdo con los requisitos del Código Electoral del Estado de Texas.)

**SECTION 9:** That notice of the election hereby ordered and called shall be given in accordance with the provision of the TEXAS ELECTION CODE and returns of such notice shall be made as provided in such Code. Notice of the Elections, including a Spanish translation thereof, will be published at least once in a newspaper published in Galveston County on or after April 2, 2026 and on or before April 22, 2026 and will be posted on the bulletin board at City Hall on or before April 11, 2026.

**SECCIÓN 9:** Dicha notificación de la elección ordenada y convocada deberá darse conforme a lo dispuesto en el CÓDIGO ELECTORAL DE TEXAS y las declaraciones de dicha notificación se harán según lo dispuesto en dicho Código. El Aviso de las Elecciones, incluida una traducción al español, se publicará al menos una vez en un periódico publicado en el condado de Galveston a partir del 2 de abril de 2026 y antes del 22 de abril de 2026, y se publicará en el tablón de anuncios del Ayuntamiento antes del 11 de abril de 2026.

**SECTION 10:** This resolution shall take effect immediately from and after its passage and approval.

(ARTICULO 10: La presente resolución entrará en vigencia inmediatamente después de su aprobación y aprobación.)

**SECTION 11:** That should any part, section, subsection, paragraph, sentence, clause or phrase contained in this resolution be held to be unconstitutional or of no force and effect, such holding shall not affect the validity of the remaining portion of this resolution, but in all respects said remaining portion shall be and remain in full force and effect.

(SECCIÓN 11: Que en caso de que cualquier parte, sección, subsección, párrafo, oración, cláusula o frase contenida en esta resolución se considere inconstitucional o sin fuerza ni efecto, dicha decisión no afectará la validez de la parte restante de esta resolución, pero en todos los aspectos dicha parte restante estará y permanecerá en pleno vigor y efecto.)

**AND IT IS SO ORDERED: (Y ASÍ SE ORDENA:)**

**PASSED, APPROVED, AND ADOPTED ON this 21<sup>ST</sup> day of January 2026.  
PASADO, APROBADO Y ADOPTADO EL 21 de enero de 2026.**

---

Robin Collins, Mayor (Alcalde)

Attest:

---

Natasha Hinton, City Secretary (Secretaria Municipal)

**ORDER OF GENERAL ELECTION FOR MUNICIPALITIES**  
**ORDEN DE ELECCIÓN GENERAL PARA MUNICIPOS**

An election is hereby ordered to be held on 05 / 02 / 2026 for the purpose of voting on:  
 (date)

(*Por la presente se ordena celebrar una elección el 05 / 02 / 2026 con el propósito de votar sobre.*  
 (fecha)

List Offices/Propositions/Measures on the ballot (*Enúmerez los puestos/proposiciones/medidas oficiales en la boleta*)

Council Member Position # 1 (Two Year Term 2024-2026)
Council Member Position # 3 (Two Year Term 2024-2026)
Council Member Position # 5 (Two Year Term 2024-2026)

**Polling locations subject to change after final determination from Galveston County Elections Division.**

Early voting by personal appearance will be conducted each weekday at:  
 (La votación adelantada en persona se llevará a cabo de lunes a viernes en:)

**April 20, 2026-April 24, 2026 8:00 a.m. to 5:00 p.m.**

The Main Early Voting Location (*sitio principal de votación adelantada*)

Location ( <i>sitio</i> )	Hours ( <i>horas</i> )
<b>Galveston County Elections Office</b> 10000 Emmett F. Lowry Expressway Suite A Texas City, TX 77951	8 a.m. to 5 p.m.

Branch Early Voting Locations (*sucursal sitios de votación adelantada*)

Hours ( <i>horas</i> )	Location ( <i>sitio</i> )
8 a.m. to 5 p.m.	
COG Historic Pump Station 715 30th Street Galveston, TX 77550	Seaside Church 16534 Termini-San Luis Pass Rd. Jamaica Beach, TX 77554
GISD Admin Building 3904 Ave T Galveston, TX 77550	MUD 12 Building 2929 Highway 6 Ste. 300 Bayou Vista, TX 77563
Moody Methodist Church 2803 53rd St. Rm. 116 Galveston, TX 77551	La Marque Community Room 1109 B Bayou Rd. La Marque, TX 77568
Galveston County Courthouse 722 Moody St. 2nd Floor hall Galveston, TX 77550	La Marque Fire Station 5715 Texas Ave. La Marque, TX 77568

Nessler Center 2010 5th Ave. N. Surf Room Texas City, TX 77590	Clear Lake Shores Clubhouse 1006 S. Shore Dr. Clear Lake Shores, TX 77565
Dickinson City Hall 4403 Highway 3 Room 2 Dickinson, Texas 77539	San Leon Fire 337 12th St. San Leon, TX 77539
First Baptist Friendswood Family Center 202 Heritage Friendswood, TX 77546	Kemah Community Center 800 Harris Kemah, TX 77565
Village on the Park 400 E. Parkwood Town Hall Friendswood, TX 77546	Dickinson Community Center 2714 Highway 3 Dickinson, Texas 77539
Santa Fe City Hall 12002 Hwy 6 Santa Fe, TX 77510	
JP1 Bayshore 4500 10th St Com Room Bacliff, TX 77518	
Carver Park Community Center 6415 Park Ave. Texas City, TX 77591	

Early voting by personal appearance extended hours will be conducted:  
*(La votación anticipada por comparecencia personal se llevará a cabo en horario extendido:)*

**April 27, 2026-April 28, 2026      7:00 a.m. to 7:00 p.m.**

The Main Early Voting Location (*sitio principal de votación adelantada*)

Location ( <i>sitio</i> )	Hours ( <i>horas</i> )
<b>Galveston County Elections Office</b> 10000 Emmett F. Lowry Expressway Suite A Texas City, TX 77951	7 a.m. to 7 p.m.

Branch Early Voting Locations (*sucursal sitios de votación adelantada*)

Hours ( <i>horas</i> )	7 a.m. to 7 p.m.
Location ( <i>sitio</i> )	
COG Historic Pump Station 715 30th Street Galveston, TX 77550	Seaside Church 16534 Termini-San Luis Pass Rd. Jamaica Beach, TX 77554
GISD Admin Building 3904 Ave T Galveston, TX 77550	MUD 12 Building 2929 Highway 6 Ste. 300 Bayou Vista, TX 77563
Moody Methodist Church 2803 53rd St. Rm. 116 Galveston, TX 77551	La Marque Community Room 1109 B Bayou Rd. La Marque, TX 77568

Galveston County Courthouse 722 Moody St. 2nd Floor hall Galveston, TX 77550	La Marque Fire Station 5715 Texas Ave. La Marque, TX 77568
Nessler Center 2010 5th Ave. N. Surf Room Texas City, TX 77590	Clear Lake Shores Clubhouse 1006 S. Shore Dr. Clear Lake Shores, TX 77565
Dickinson City Hall 4403 Highway 3 Room 2 Dickinson, Texas 77539	San Leon Fire 337 12th St. San Leon, TX 77539
First Baptist Friendswood Family Center 202 Heritage Friendswood, TX 77546	Kemah Community Center 800 Harris Kemah, TX 77565
Village on the Park 400 E. Parkwood Town Hall Friendswood, TX 77546	Dickinson Community Center 2714 Highway 3 Dickinson, Texas 77539
Santa Fe City Hall 12002 Hwy 6 Santa Fe, TX 77510	
JP1 Bayshore 4500 10th St Com Room Bacliff, TX 77518	
Carver Park Community Center 6415 Park Ave. Texas City, TX 77591	

Applications for ballot by mail shall be mailed to:  
(*Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:*)

Attn: Ballots by Mail C/O Dwight D. Sullivan, County Clerk

Name of Early Voting Clerk

(*Nombre del Secretario/a de la Votación Adelantada*)

P.O. Box 17253

Address (*Dirección*)

Galveston, TX 77552-7253

City (*Ciudad*)

Zip Code (*Código Postal*)

409-770-5108

Telephone Number (*Número de teléfono*)

absenteeballotapplications@co.galveston.tx.us

Email Address (*Dirección de Correo Electrónico*)

www.galvestonvotes.org or www.galvestoncountytx.gov/our-county/county-clerk

Early Voting Clerk's Website (*Sitio web del Secretario/a de Votación Adelantada*)

Applications for Ballots by Mail (ABBMs) must be received no later than the close of business on:  
(*Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse no más tardar de las horas de negocio el:*)

04 / 20 /2026  
(date)(fecha)

Federal Post Card Applications (FPCAs) must be received no later than the close of business on:  
(*La Tarjeta Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el:*)

04 / 20 /2026  
(date)(fecha)

Issued this 21st day of January, 2026.

(*Emitida este día 21st de Enero, 20 26.*)

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Signature of Mayor (Firma del Alcalde)

---

Signature of Councilperson  
(*Firma del Concejal*)

**Early Voting Locations**  
**Entity 2026 Election**

**Tuesday, April 20, 2025 – Friday, April 24, 2025.....8:00am to 5:00 pm**  
**Monday, April 27, 2025 – Tuesday, April 28, 2025.....7:00am to 7:00pm**

**Main Early Voting Location**  
**Galveston County Elections Office**  
**10000 Emmett F. Lowry Expressway Suite A**  
**Texas City, TX 77951**

COG Historic Pump Station	MUD 12 Building
715 30th Street	2929 Highway 6 Ste. 300
Galveston, TX 77550	Bayou Vista, TX 77563

GISD Admin Building	La Marque Community Room
3904 Ave T	1109 B Bayou Rd.
Galveston, TX 77550	La Marque, TX 77568

Moody Methodist Church	La Marque Fire Station
2803 53rd St. Rm. 116	5715 Texas Ave.
Galveston, TX 77551	La Marque, TX 77568

Galveston County Courthouse	Nessler Center
722 Moody St. 2nd Floor hall	2010 5th Ave. N. Surf Room
Galveston, TX 77550	Texas City, TX 77590

Seaside Church	Dickinson City Hall
16534 Termini-San Luis Pass Rd.	4403 Highway 3 Room 2
Jamaica Beach, TX 77554	Dickinson, Texas 77539

**Early Voting Locations  
Entity 2026 Election**

**Tuesday, April 20, 2025 – Friday, April 24, 2025.....8:00am to 5:00 pm  
Monday, April 27, 2025 – Tuesday, April 28, 2025.....7:00am to 7:00pm**

**Main Early Voting Location  
Galveston County Elections Office  
10000 Emmett F. Lowry Expressway Suite A  
Texas City, TX 77951**

First Baptist Friendswood Family Center 202 Heritage Friendswood, TX 77546	Clear Lake Shores Clubhouse 1006 S. Shore Dr. Clear Lake Shores, TX 77565
Village on the Park 400 E. Parkwood Town Hall Friendswood, TX 77546	San Leon Fire 337 12th St. San Leon, TX 77539
Santa Fe City Hall 12002 Hwy 6 Santa Fe, TX 77510	Kemah Community Center 800 Harris Kemah, TX 77565
JP1 Bayshore 4500 10th St Com Room Bacliff, TX 77518	Dickinson Community Center 2714 Highway 3 Dickinson, Texas 77539
Carver Park Community Center 6415 Park Ave. Texas City, TX 77591	

**Election Day Locations  
Entity 2026 Election**

**Saturday, May 2, 2026.....7:00am to 7:00pm**

**Main Election Day Voting Location  
Galveston County Elections Office  
10000 Emmett F. Lowry Expressway Suite A  
Texas City, TX 77951**

COG Historic Pump Station 715 30th Street Galveston, TX 77550	Kemah Community Center 800 Harris Kemah, TX 77565
Moody Methodist Church 2803 53rd St. Rm. 116 Galveston, TX 77551	La Marque Community Room 1109 B Bayou Rd. La Marque, TX 77568
Galveston County Courthouse 722 Moody St. 2nd floor hall Galveston, TX 77550	La Marque Fire Station 5715 Texas Ave. La Marque, TX 77568
Seaside Church 16534 Termini-San Luis Pass Rd. Jamaica Beach, TX 77554	Nessler Center 2010 5th Ave. N. Surf Room Texas City, TX 77590
MUD 12 Building 2929 Highway 6 Ste. 300 Bayou Vista, TX 77563	First Baptist Friendswood Family Center 202 Heritage Friendswood, TX 77546

## **Election Day Locations Entity 2026 Election**

**Saturday, May 2, 2026.....7:00am to 7:00pm**

**Main Election Day Voting Location  
Galveston County Elections Office  
10000 Emmett F. Lowry Expressway Suite A  
Texas City, TX 77951**

## Village on the Park

## Clear Lake Shores Clubhouse

400 E. Parkwood Town Hall 1006 S. Shore Dr.

Carver Park Community Center      Dickinson Community Center

6415 Park Ave. 2714 Highway 3

San Leon Fire Dickinson City Hall

337 12th St. 4403 Highway 3

## Santa Fe City Hall

12002 Hwy 6

Santa Fe, Texas 77510

## JP1 Bayshore

4500 10th St. Comm. Rm.

Bacliff, TX 77518



Item Number

**12.C**

**Title**

Consideration and possible action to approve Resolution 2026-06,

New Body Worn Camera System

Authorization for the City Administrator to submit a grant application to the Texas Office of the Governor in support of Project Clear Vision.

**Submitting Department**

Police Department

**Background/Recommendation**

This is a 25% match grant available through the Texas Office of the Governor.

**Funding Source**

Funds are available from Account # General Fund

**Attachments:**

[Body-Worn Camera Grant Program, FY2027 \\_ eGrants\\_NOFO.pdf](#)

[CEO\\_Law\\_Enforcement\\_Assurance\\_FY2026\\_2027.pdf](#)

[RES 2026-06.docx](#)

Name:

# Body-Worn Camera Grant Program, FY2027

Available	12/15/2025
Due Date	02/12/2026

## Purpose:

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The purpose of this announcement is to solicit applications from law enforcement agencies to equip peace officers with body-worn cameras.

## Available Funding:

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State funds for these projects are authorized under the Texas General Appropriations Act, Article I, Rider 32 for Trusteed Programs within the Office of the Governor. All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. The Public Safety Office (PSO) expects to make available \$10M for FY2027.

## Eligible Organizations:

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Applications may be submitted by the Texas Department of Public Safety, municipalities, and counties that operate law enforcement agencies employing peace officers under Article 2.12, Texas Code of Criminal Procedure.

All applications submitted by local law enforcement agencies/offices must be submitted by a unit of government affiliated with the agency, including an authorizing resolution from that unit of government. For example, police departments must apply under their municipal government, and community supervision and corrections departments, district attorneys, and judicial districts must apply through their affiliated county government (or one of the counties, in the case of agencies that serve more than one county).

## Application Process:

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Applicants must access the PSO's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding.

### **\*\*\*NEW APPLICATION SUBMISSION REQUIREMENT\*\*\***

The following documents must be submitted with the application for the application to be considered complete and eligible for funding. See the Eligibility Requirements and/or Program-Specific Requirements Sections of this Funding Announcement for more details on the requirements for each attachment/certification:

- **Resolution from Governing Body** - Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a fully executed resolution.
- **CEO/Law Enforcement Certifications and Assurances Form** - Each local unit of government, and institution of higher education that operates a law enforcement agency, must certify compliance with federal and state immigration enforcement requirements.

Failure to submit the fully executed required attachment(s) by the application deadline may result in the application being deemed ineligible.

## Key Dates:

Action	Date
Funding Announcement Release	12/15/2025
Online System Opening Date	12/15/2025
Final Date to Submit and Certify an Application	02/12/2026 at 5:00PM CST
Earliest Project Start Date	09/01/2026

## Project Period:

Projects must begin on or after 09/01/2026 and may not exceed a 12 month project period.

## Funding Levels

Minimum: None

Maximum: None

Match Requirement: 25%

## Standards

Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards ([TxGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

## Eligible Activities and Costs

Funds may be used for obtaining body-worn cameras, digital video storage, and retrieval systems or cloud-based services. Subscriptions and/or leasing services that fall within the 12-month performance period are eligible.

## Program-Specific Requirements

**Eligible officers.** Pursuant to Sec. 1701.652, Occupations Code, grant funds may only be used to equip peace officers (as defined by Article 2.12, Texas Code of Criminal Procedure) who:

1. Engage in traffic or highway patrol or otherwise regularly detain or stop motor vehicles; or
2. Primary responders who respond directly to calls for assistance from the public.

**Policy.** Pursuant to Sec. 1701.655, Occupations Code, a law enforcement agency that receives a grant to provide body worn cameras to its peace officers or that otherwise operates a body worn camera program shall adopt a policy for the use of body worn cameras. The policy must ensure that a body worn camera is activated only for a law enforcement purpose and must include:

1. Guidelines for when a peace officer should activate a camera or discontinue a recording currently in progress, considering the need for privacy in certain situations and at certain locations.
2. Provisions relating to data retention, including a provision requiring the retention of video for a minimum period of 90 days.
3. Provisions relating to storage of video and audio, creation of backup copies of the video and audio, maintenance of data security, and the collection of a body worn camera, including the application video and audio recorded by the camera, as evidence.
4. Guidelines for public access, through open records requests, to recordings that are public information.
5. Provisions entitling an officer to access any recording of an incident involving the officer before the officer is required to make a statement about the incident.
6. Procedures for supervisory or internal review.
7. The handling and documenting of equipment and malfunctions of equipment.
8. Consistent with the Federal Rules of Evidence and Texas Rules of Evidence.

The policy may not require a peace officer to keep a body worn camera activated for the entire period of the officer's shift.

**Training.** Pursuant to Sec. 1701.656, Occupations Code, a law enforcement agency must provide training to:

1. Peace officers who will wear the body worn cameras.
2. Any other personnel who will come into contact with video and audio data obtained from the use of body worn cameras.

**Reporting.** Pursuant to Sec. 1701.653, Occupations Code, a law enforcement agency shall annually report to the Texas Commission on Law Enforcement (TCOLE) regarding the costs of implementing a body worn camera program, including all known equipment costs and costs for data storage.

## Eligibility Requirements

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1. Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a fully executed resolution with the application to be considered eligible for funding. The resolution must contain the following elements (see [Sample Resolution](#)):

- Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
- A commitment to provide all applicable matching funds;
- A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant;
- A designation of the name and/or title of a financial officer who is given the authority to submit financial and/or performance reports or alter a grant; and
- A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO

2. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Governments](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources [Statewide Cybersecurity Awareness Training](#) page.

3. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

4. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of

timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

5. In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit [DPS's Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

6. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii) . Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2027 or the end of the grant period, whichever is later.

7. Eligible applicants must be registered in the federal System for Award Management (SAM) database and have an UEI (Unique Entity ID) number assigned to its agency (to get registered in the SAM database and request an UEI number, go to <https://sam.gov/>).

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

## Prohibitions

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Grant funds may not be used to support the unallowable costs listed in the [Guide to Grants](#) or any of the following unallowable costs:

1. Any costs ancillary to the purchase of body-worn cameras, video storage, and retrieval systems or cloud-based services such as policy development, training costs, and staff;
2. Any in-car cameras and/or service agreements for in-car camera software;
3. Any costs related to equipment replacement plans that are not standard warranties; and
4. Any other prohibition imposed by federal, state or local law or regulation.

## Selection Process

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PSO will screen all applications to ensure that they meet the requirements included in the funding announcement.

Applications will then be reviewed by PSO staff members or a review group selected by the executive director. PSO will make all final funding decisions based on eligibility, reasonableness, availability of funding, geographic distribution, cost effectiveness, or other relevant factors.

The Office of the Governor may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, the Office of the Governor may revise projects to address a more limited focus.

## Contact Information

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For more information, contact the eGrants help desk at [eGrants@gov.texas.gov](mailto:eGrants@gov.texas.gov) or (512) 463-1919.

Total Funds

**\$10 Million**



**Office of the Governor  
Public Safety Office –CEO/Law Enforcement Certifications and Assurances Form**

Entity Name: CITY OF KEMAH	Date: 01/08/2026
Agency/Department Name: KEMAH POLICE DEPARTMENT	
Name of Chief Executive Officer: Cesar Garcia	
Name of Head of Law Enforcement Agency: Raymond Garivey, Jr.	

**Certification Required by CEO and Head of Law Enforcement Agency**

In our respective capacities as chief executive officer of CITY OF KEMAH ("Grantee") and as head of KEMAH POLICE DEPARTMENT ("Agency"), we hereby each certify that Grantee and Agency participate fully, and will continue to participate fully from the date of this certification until the later of August 31, 2027 or the end of the grant project period, in all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS.

We further certify that Grantee and Agency do not have, and will continue not to have until the later of August 31, 2027 or the end of the grant project period, any policy, procedure, or agreement (written or unwritten) that in any way limits or impedes Agency's receipt or DHS's issuance of detainer requests, or in any way limits or restricts Grantee's and Agency's full participation in all aspects of the programs and procedures utilized by DHS to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS.

Additionally, we certify that neither Grantee nor Agency have in effect, purport to have in effect, or are subject to or bound by any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); or (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii).

Lastly, we certify that Grantee and Agency will comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

We acknowledge that failure to comply with this certification may result in OOG, in its sole discretion, terminating any grant made by OOG to Grantee, and that Grantee must return all funds received from OOG for any grant terminated under this certification. We further acknowledge that Grantee will remain ineligible for OOG funding until it provides satisfactory evidence that the jurisdiction has complied with this certification for at least one year.

Signature  
Chief Executive Officer for Grantee

Signature  
Head of Agency

**RESOLUTION NO. 2026-06.**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KEMAH, TEXAS,  
AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO GRANT  
AGREEMENT WITH THE TEXAS OFFICE OF THE GOVERNOR ALLOWING THE  
PURCHASE OF BODY WORN CAMERA SYSTEMS; AND PROVIDING AN  
EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Kemah has determined that the best interest of the citizens of Kemah, Texas is that Project Clear Vision: Next-Gen Body-Worn Camera Upgrade be operated for the year 2027; additional body-worn cameras will increase public safety and aid the Police Department in its crime prevention efforts and strategies; and

**WHEREAS**, the City Council of the City of Kemah agrees to provide applicable matching funds for the said project, as required by the Office of the Governor grant application; and

**WHEREAS**, the City Council of the City of Kemah agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Kemah assures that the funds will be returned to the Office of the Governor in full.

**WHEREAS**, the City Council of the City of Kemah designates Cesar Garcia, City Administrator as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

**Section 1. Authorization of Implementation**

The City Council hereby authorizes the City Administrator to enter into a submission of the grant application for the Project Clear Vision: Next-Gen Body-Worn Camera Upgrade to the Office of the Governor.

**Section 2. Effective Date.**

This Resolution shall take effect immediately from and after its passage.

Grant Number: 5708301

**PRESENTED AND PASSED** by the City Council of the City of Kemah, Texas, this the  
21<sup>st</sup> day of January 2026.

CITY OF KEMAH, TEXAS

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Robin Collins, Mayor

ATTEST:

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Natasha Hinton, City Secretary



Item Number

**12.D**

**Title**

Consideration and possible action to approve [Resolution 2026-07](#) for New Body Worn Cameras for the Police Department.

Authorizing the city administrator to apply for and enter into a grant agreement with the Texas Office of the Governor for the FY 2027 Criminal Justice Grant Program.

**Submitting Department**

Police Department

**Background/Recommendation**

This is a no-match grant available through the Texas Office of the Governor.

**Funding Source**

Not Applicable

**Attachments:**

[Criminal Justice Grant Program, FY2027 \\_ eGrants\\_NOFO.pdf](#)

[CEO\\_Law\\_Enforcement\\_Assurance\\_FY2026\\_2027.pdf](#)

[RES 2026-07.docx](#)

Name:

# Criminal Justice Grant Program, FY2027

Available	12/15/2025
Due Date	02/12/2026

## Purpose:

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The purpose of this announcement is to solicit applications for projects that promote public safety, reduce crime, and improve the criminal justice system.

## Available Funding:

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Federal Funds are authorized under 34 U.S.C. §10152 Edward Byrne Memorial Justice Assistance Grant Program (JAG). JAG funds are made available through a Congressional appropriation to the U.S. Department of Justice, Bureau of Justice Assistance. All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

## Eligible Organizations:

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Applications may be submitted by state agencies, public and private institutions of higher education, independent school districts, Native American tribes, councils of governments, non-profit corporations (including hospitals and faith-based organizations), and units of local government, which are defined as a non-statewide governmental body with the authority to establish a budget and impose taxes.

All applications submitted by local law enforcement agencies/offices must be submitted by a unit of government affiliated with the agency, including an authorizing resolution from that unit of government. For example, police departments must apply under their municipal government, and community supervision and corrections departments, district attorneys, and judicial districts must apply through their affiliated county government (or one of the counties, in the case of agencies that serve more than one county).

## Application Process:

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Applicants must access the PSO's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding.

1. For eligible local and regional projects:

- Applicants must contact their applicable regional council of governments (COG) regarding their application.
- Each of Texas' 24 COGs holds its own application planning workshops, workgroups, and/or subcommittees and facilitates application prioritization for certain programs within its region. Failure to comply with regional requirements imposed by the COG may render an application ineligible.

2. State agencies, and other organizations proposing projects with a statewide impact, may submit applications directly to PSO.

Applicants are required to submit fully developed and detailed grant budgets at the time of application, PSO will not accept placeholder applications and/or budget line items in lieu of a well written and detailed grant application.

### **\*\*\*NEW APPLICATION SUBMISSION REQUIREMENT\*\*\***

The following documents must be submitted with the application for the application to be considered complete and eligible for funding. See the Eligibility Requirements and/or Program-Specific Requirements Sections of this Funding Announcement for more details on the requirements for each attachment/certification:

- **Resolution from Governing Body** - Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a fully executed resolution.
- **CEO/Law Enforcement Certifications and Assurances Form** - Each local unit of government, and institution of higher education that operates a law enforcement agency, must certify compliance with federal and state immigration enforcement requirements.
- **CEO/NGO Certification and Assurances Form** – Each non-profit organization must certify compliance with federal and state immigration enforcement requirements.

Failure to submit the fully executed required attachment(s) by the application deadline may result in the application being deemed ineligible.

### **Key Dates:**

Action	Date
Funding Anouncement Release	12/15/2025
Online System Opening Date	12/15/2025
Final Date to Submit and Certify an Application	02/12/2026 at 5:00PM CST
Earliest Project Start Date	10/01/2026

### **Project Period:**

Projects must begin on or after 10/01/2026 and may not exceed a 12-month project period.

## Funding Levels

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Minimum: \$10,000

Maximum: None

Match Requirement: None

## Standards

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Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards ([TxGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

## Eligible Activities and Costs

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Funding may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for **criminal justice purposes**, including for any one or more of the following:

1. Law enforcement – Includes championing a supportive, professional, respected law enforcement system with specialized resources that are adaptive and flexible to ever-changing crimes and situations.

State Priority Areas include:

- a. Intelligence-based Investigations (Violent Crime, Border Crime, Gangs)
- b. Community Policing Programs
- c. Specialized Officer Training
- d. Officer Wellness Programs

2. Prosecution and Courts – Includes fostering an informed, collaborative, and multi-disciplinary system that ensures appropriate penalties offenders and services for the community and victims.

State Priority Areas include:

- a. Pre-trial Diversion Programs
- b. Reduce Evidence Testing Backlog
- c. Courtroom Personnel Training

3. Crime Prevention and Education – Includes cultivating an individualized, understanding-based system that takes a multi-pronged approach, infused with basic life skills and alternative tracks to crime prevention.

State Priority Areas include:

- a. Life-skills Training Programs
- b. Community-based Prevention Programs

4. Corrections and Community Corrections – Includes promoting an assessment-driven, treatment-focused system that targets an individual's risk and needs appropriately.

State Priority Areas Include:

- a. Probation/Parole Officer Training
- b. Risk/Needs Assessment for Diversion Programs
- c. Jail/Prison-based Co-occurring Treatment

5. Reentry Programs; and

6. Assessment and Evaluation Programs.

Note: "Criminal Justice Purposes" is defined as activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals (including juveniles), activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency.

## Eligibility Requirements

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1. Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a fully executed resolution with the application to be considered eligible for funding. The resolution must contain the following elements (see [Sample Resolution](#)):

- Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
- A commitment to provide all applicable matching funds;
- A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant;

- A designation of the name and/or title of a financial officer who is given the authority to submit financial and/or performance reports or alter a grant; and
- A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO

2. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Governments](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources [Statewide Cybersecurity Awareness Training](#) page.

3. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

4. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

5. In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit [DPS's Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that

receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

6. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii) . Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2027 or the end of the grant period, whichever is later.

7. Each non-profit 501(c)(3) organization must certify that it does not have, and will continue not to have any policy, procedure, or agreement (written or unwritten) that in any way encourages, induces, entices, or aids any violations of immigration laws. Additionally, the organization certifies that it does not have in effect, purport to have in effect, and is not subject to or bound by any rule, policy, or practice (written or unwritten) that would: (1) encourage the concealment, harboring, or shielding from detection of fugitives from justice or aliens who illegally came to, entered, or remained in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii), or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii). Lastly, the organization certifies that it will not adopt, enforce, or endorse a policy which prohibits or materially limits the enforcement of

immigration laws, and will not, as demonstrated by pattern or practice, prohibit or materially limit the enforcement of immigration laws.

Each non-profit organization must download, complete and then upload into eGrants the [CEO/NGO Certifications and Assurances Form](#) Certifying compliance with federal and state immigration enforcement requirements.

8. Eligible applicants must be registered in the federal System for Award Management (SAM) database and have an UEI (Unique Entity ID) number assigned to its agency (to get registered in the SAM database and request an UEI number, go to <https://sam.gov/>).

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

## Prohibitions

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Grant funds may not be used to support the unallowable costs listed in the [Guide to Grants](#) or any of the following unallowable costs:

1. Construction, renovation, or remodeling;
2. Medical services;
3. Security enhancements or equipment for non-governmental entities not engaged in criminal justice or public safety;
4. Non-law enforcement vehicles or equipment for government agencies that are for general agency use;
5. Equipment, supplies, and other direct costs associated with processing DNA evidence;
6. Activities or costs in support of Operation Border Star (agencies seeking such funding should apply under the PSO Local Border Security funding announcement);
7. Law enforcement equipment that is standard department issue (including weapons, any weapon attachments and/or accessories and less lethal weapons such as tasers, non-lethal rounds, etc.; excluding equipment used exclusively for specialized training activities);
8. Transportation, lodging, per diem or any related costs for participants, when grant funds are used to develop and conduct training for outside participants;
9. Unmanned aircraft systems (UAS), including unmanned aircraft vehicles (UAV) and/or any accompanying accessories to support UAS or UAV devices/systems;
10. Items listed on the [Byrne JAG Prohibited Expenditure Category A and B List](#);
11. Rifle-resistant body armor (NIJ Compliant Type IIIA and below is eligible); and
12. Any other prohibition imposed by federal, state or local law or regulation.

## Selection Process

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PSO will screen all applications to ensure that they meet the requirements included in the funding announcement.

## 1. For eligible local and regional projects:

- Applications will be forwarded by PSO to the appropriate regional council of governments (COG).
- The COG's criminal justice advisory committee will prioritize all eligible applications based on State priorities, identified community priorities, cost and program effectiveness.
- PSO will accept priority listings that are approved by the COG's executive committee.
- PSO will make all final funding decisions based upon eligibility, approved COG priorities, reasonableness of the project, availability of funding, and cost-effectiveness.

## 2. For state discretionary projects, applications will be reviewed by PSO staff members or a review group selected by the executive director. PSO will make all final funding decisions based on eligibility, reasonableness, availability of funding, and cost-effectiveness.

PSO may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, PSO may revise projects to address a more limited focus.

## Contact Information

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For more information, contact the eGrants help desk at [eGrants@gov.texas.gov](mailto:eGrants@gov.texas.gov) or (512) 463-1919.

Total Funds

**\$TBD**



**Office of the Governor  
Public Safety Office –CEO/Law Enforcement Certifications and Assurances Form**

Entity Name: CITY OF KEMAH	Date: 01/08/2026
Agency/Department Name: KEMAH POLICE DEPARTMENT	
Name of Chief Executive Officer: Cesar Garcia	
Name of Head of Law Enforcement Agency: Raymond Garivey, Jr.	

**Certification Required by CEO and Head of Law Enforcement Agency**

In our respective capacities as chief executive officer of CITY OF KEMAH ("Grantee") and as head of KEMAH POLICE DEPARTMENT ("Agency"), we hereby each certify that Grantee and Agency participate fully, and will continue to participate fully from the date of this certification until the later of August 31, 2027 or the end of the grant project period, in all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS.

We further certify that Grantee and Agency do not have, and will continue not to have until the later of August 31, 2027 or the end of the grant project period, any policy, procedure, or agreement (written or unwritten) that in any way limits or impedes Agency's receipt or DHS's issuance of detainer requests, or in any way limits or restricts Grantee's and Agency's full participation in all aspects of the programs and procedures utilized by DHS to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS.

Additionally, we certify that neither Grantee nor Agency have in effect, purport to have in effect, or are subject to or bound by any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); or (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii).

Lastly, we certify that Grantee and Agency will comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

We acknowledge that failure to comply with this certification may result in OOG, in its sole discretion, terminating any grant made by OOG to Grantee, and that Grantee must return all funds received from OOG for any grant terminated under this certification. We further acknowledge that Grantee will remain ineligible for OOG funding until it provides satisfactory evidence that the jurisdiction has complied with this certification for at least one year.

Signature  
Chief Executive Officer for Grantee

Signature  
Head of Agency

**RESOLUTION NO. 2026-07.**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KEMAH, TEXAS,  
AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO GRANT  
AGREEMENT WITH THE TEXAS OFFICE OF THE GOVERNOR ALLOWING THE  
PURCHASE OF P-25 COMPLIANT RADIOS SYSTEMS AND EQUIPMENT; AND  
PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Kemah has determined that the best interest of the citizens of Kemah, Texas is that the Public Safety Readiness and Capability Enhancement Initiative be operated for the year 2027 in the amount of \$150,000; additional radio systems and equipment that will augment and increase public safety and aid the Police Department in its crime prevention efforts and strategies; and

**WHEREAS**, the City Council of the City of Kemah agrees to provide applicable matching funds for the said project, as required by the Office of the Governor grant application; and

**WHEREAS**, the City Council of the City of Kemah agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Kemah assures that the funds will be returned to the Office of the Governor in full.

**WHEREAS**, the City Council of the City of Kemah designates Cesar Garcia, City Administrator as the grantee's authorized official. The City Council of the City of Kemah designates Ryan McClellen, City Finance Director, as the grantee's authorized financial official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

**Section 1. Authorization of Implementation**

The City Council hereby authorizes the City Administrator to enter into a submission of the grant application for the Public Safety Readiness and Capability Enhancement Initiative to the Office of the Governor.

**Section 2. Effective Date.**

This Resolution shall take effect immediately from and after its passage.

**PRESENTED AND PASSED** by the City Council of the City of Kemah, Texas, this the 21<sup>st</sup> day of January 2026.

CITY OF KEMAH, TEXAS

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Robin Collins, Mayor

ATTEST:

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Natasha Hinton, City Secretary

AND IT IS SO ORDERED. PASSED AND APPROVED THIS 21st DAY OF JANUARY,2026.

Grant Number: 5708201



Item Number

**12.E**

**Title**

Consideration and possible action to approve Resolution 2026-08 for Project Safe Neighborhood to pursue new data and crime analysis software for the Police Department.

**Submitting Department**

Police Department

**Background/Recommendation**

This is a no-match grant available through the Texas Office of the Governor.

**Funding Source**

Funds are available from Account # General Fund

**Attachments:**

[CEO\\_Law\\_Enforcement\\_Assurance\\_FY2026\\_2027.pdf](#)  
[Project Safe Neighborhoods Grant Program, FY2027 \\_ eGrants\\_NOFO.pdf](#)  
[RES 2026-08.docx](#)



**Office of the Governor  
Public Safety Office –CEO/Law Enforcement Certifications and Assurances Form**

Entity Name: CITY OF KEMAH	Date: 01/08/2026
Agency/Department Name: KEMAH POLICE DEPARTMENT	
Name of Chief Executive Officer: Cesar Garcia	
Name of Head of Law Enforcement Agency: Raymond Garivey, Jr.	

**Certification Required by CEO and Head of Law Enforcement Agency**

In our respective capacities as chief executive officer of CITY OF KEMAH ("Grantee") and as head of KEMAH POLICE DEPARTMENT ("Agency"), we hereby each certify that Grantee and Agency participate fully, and will continue to participate fully from the date of this certification until the later of August 31, 2027 or the end of the grant project period, in all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS.

We further certify that Grantee and Agency do not have, and will continue not to have until the later of August 31, 2027 or the end of the grant project period, any policy, procedure, or agreement (written or unwritten) that in any way limits or impedes Agency's receipt or DHS's issuance of detainer requests, or in any way limits or restricts Grantee's and Agency's full participation in all aspects of the programs and procedures utilized by DHS to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS.

Additionally, we certify that neither Grantee nor Agency have in effect, purport to have in effect, or are subject to or bound by any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); or (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii).

Lastly, we certify that Grantee and Agency will comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

We acknowledge that failure to comply with this certification may result in OOG, in its sole discretion, terminating any grant made by OOG to Grantee, and that Grantee must return all funds received from OOG for any grant terminated under this certification. We further acknowledge that Grantee will remain ineligible for OOG funding until it provides satisfactory evidence that the jurisdiction has complied with this certification for at least one year.

Signature  
Chief Executive Officer for Grantee

Signature  
Head of Agency

Name:

# Project Safe Neighborhoods Grant Program, FY2027

Available

12/15/2025

Due Date

02/12/2026

## Purpose:

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The purpose of this announcement is to solicit applications for projects that are designed to create and foster safer neighborhoods through a sustained reduction in violent crime, including, but not limited to, addressing criminal gangs and felonious possession and use of firearms.

## Available Funding:

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Funding is authorized for these projects under the following sources:

- Federal funds are authorized under 34 U.S.C. §60702 Project Safe Neighborhoods Block Grant Program (PSN). PSN funds are made available through a Congressional appropriation to the U.S. Department of Justice, Bureau of Justice Assistance. All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.
- State funds are authorized under the Texas General Appropriations Act, Article I for Trusteed Programs within the Office of the Governor.

## Eligible Organizations:

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Applications may be submitted by public and private institutions of higher education, independent school districts, non-profit corporations (including hospitals and faith-based organizations), and units of local government, which are defined as a non-statewide governmental body with the authority to establish a budget and impose taxes.

All applications submitted by local law enforcement agencies/offices must be submitted by a unit of government affiliated with the agency, including an authorizing resolution from that unit of government. For example, police departments must apply under their municipal government, and community supervision and corrections departments, district attorneys, and judicial districts must apply through their affiliated county government (or one of the counties, in the case of agencies that serve more than one county).

## Application Process:

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Applicants must access the PSO's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding.

### \*\*\*NEW APPLICATION SUBMISSION REQUIREMENT\*\*\*

The following documents must be submitted with the application for the application to be considered complete and eligible for funding. See the Eligibility Requirements and/or Program-Specific Requirements Sections of this Funding Announcement for more details on the requirements for each attachment/certification:

- **Resolution from Governing Body** - Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a fully executed resolution.
- **CEO/Law Enforcement Certifications and Assurances Form** - Each local unit of government, and institution of higher education that operates a law enforcement agency, must certify compliance with federal and state immigration enforcement requirements.
- **CEO/NGO Certification and Assurances Form** – Each non-profit organization must certify compliance with federal and state immigration enforcement requirements.

Failure to submit the fully executed required attachment(s) by the application deadline may result in the application being deemed ineligible.

## Key Dates:

Action	Date
Funding Announcement Release	12/15/2025
Online System Opening Date	12/15/2025
Final Date to Submit and Certify an Application	02/12/2026 at 5:00PM CST
Earliest Project Start Date	10/01/2026

## Project Period:

Projects must begin on or after 10/01/2026 and may not exceed a 12-month project period.

## Funding Levels

Minimum: None

Maximum: None

Match Requirement: None

## Standards

Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards ([TxGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

## Eligible Activities and Costs

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Funds may only be used to foster and improve existing partnerships between federal, state, local, tribal, and territorial law enforcement officials, including the United States Attorney in each Federal judicial district, prosecutors, and community-based partners representing members of the community affected by increased violence, victims' advocates, and researchers to create safer neighborhoods through sustained reductions in violent crimes by:

1. Developing and executing comprehensive strategic plans to reduce violent crimes, including the enforcement of gun laws, and prioritizing efforts focused on identified subsets of individuals or organizations responsible for increasing violence in a particular geographic area;
2. Developing evidence-based and data-driven intervention and prevention initiatives, including juvenile justice projects and activities which may include street-level outreach, conflict mediation, provision of treatment and social services, and the changing of community norms, in order to reduce violence and foster community trust in law enforcement entities; and
3. Effectively utilizing intelligence and data to identify violent crime drivers and individuals at risk of violence victimization or perpetration and collecting data on outcomes achieved through the Program, including the effect on the violent crime rate, incarceration rate, and recidivism rate of the jurisdiction.

### Eligible Costs:

1. Salary, wage, and fringe benefits of individuals supporting the PSN project;
2. Overtime compensation of individuals supporting the PSN project;
3. Workshops and events associated with the support of the PSN project (pending approval by Office of Justice Programs, Bureau of Justice Assistance);
4. Travel associated with implementation and evaluation of the PSN project;
5. Equipment purchased to support the execution of the PSN project; and
6. Printing, publication, and duplication of materials that support the PSN project.

## Program-Specific Requirements

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### Project Safe Neighborhoods Design Features

Applications must address 1 of 4 PSN design features:

**Community Engagement.** The main focus of this PSN design feature is programs that foster meaningful engagement between and among communities, law enforcement, prosecutors, and other stakeholders as an essential component of an effective violence reduction strategy. Ongoing

engagement involves open communication and builds relationships, trust, and shared public safety values between community members and law enforcement.

**Focused and Strategic Enforcement.** To address violent crime, PSN initiatives often focus strategic enforcement on a limited number of problem places and the individuals driving violent crime. Violent crime is often driven by a small number of prolific offenders; they are often involved in gangs, neighborhood crews, and violent street groups and are typically concentrated in hotspots and small “micro-places” (e.g., a street segment with abandoned homes; a problem bar, gas station, or convenience store; or an open-air drug market). In some jurisdictions, intimate partner violence is the main violent crime concern. Critical elements of strategic enforcement include:

1. Understanding the most significant drivers of violence and resources;
2. Leveraging technology and analytics;
3. Developing and implementing enforcement strategies; and
4. Deterring others from engaging in violence (which could also be through public awareness about enforcement actions and available assistance).

**Prevention and Intervention.** Effective PSN Teams engage in problem-solving approaches that address the reduction of violent crime using all the tools at their disposal. Applicants should utilize strategies to address risk and protective factors, which often involves building relationships with representatives of agencies and organizations most suited to provide education, social services, job training and placement, reentry programs, or similar resources to those in need. Program should include prevention and intervention activities that can provide individuals and families with skills, opportunities, and alternatives that can ultimately help to reduce violent crime in communities.

**Accountability.** The ultimate goal of PSN is to reduce the level of violence in our communities. Analyzing and assessing information about the incidence of violence and the effectiveness of strategies to address it are important for PSN’s success and credibility. Applicants addressing this PSN design feature are required to collect and analyze relevant data that focus on outcomes—i.e. reduced violent crime. Applicants must monitor crime data over time as related to their local PSN Task Force’s targeted problems and/or targeted areas.

### **Gang Task Forces**

The PSN program requires that 30 percent of funding be allocated to support gang task forces in the United States regions experiencing a significant or increased presence of criminal or transnational organizations engaging in high levels of violent crime, firearms offenses, human trafficking, and drug trafficking. Applications seeking to support gang task forces will be required to provide information on the gang task force as well as list of participating agencies.

### **Eligibility Requirements**

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1. Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a fully executed resolution with the application to be considered eligible for funding. The resolution must contain the following elements (see [Sample Resolution](#)):

- Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
- A commitment to provide all applicable matching funds;
- A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant;
- A designation of the name and/or title of a financial officer who is given the authority to submit financial and/or performance reports or alter a grant; and
- A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

2. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Governments](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources [Statewide Cybersecurity Awareness Training](#) page.

3. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

4. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of

timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

5. In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit [DPS's Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

6. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii) . Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2027 or the end of the grant period, whichever is later.

7. Each non-profit 501(c)(3) organization must certify that it does not have, and will continue not to have any policy, procedure, or agreement (written or unwritten) that in any way encourages, induces, entices, or aids any violations of immigration laws. Additionally, the organization certifies

that it does not have in effect, purport to have in effect, and is not subject to or bound by any rule, policy, or practice (written or unwritten) that would: (1) encourage the concealment, harboring, or shielding from detection of fugitives from justice or aliens who illegally came to, entered, or remained in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii), or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii). Lastly, the organization certifies that it will not adopt, enforce, or endorse a policy which prohibits or materially limits the enforcement of immigration laws, and will not, as demonstrated by pattern or practice, prohibit or materially limit the enforcement of immigration laws.

Each non-profit organization must download, complete and then upload into eGrants the [CEO/NGO Certifications and Assurances Form](#) Certifying compliance with federal and state immigration enforcement requirements.

8. Eligible applicants must be registered in the federal System for Award Management (SAM) database and have an UEI (Unique Entity ID) number assigned to its agency (to get registered in the SAM database and request an UEI number, go to <https://sam.gov/>).

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

## Prohibitions

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Grant funds may not be used to support the unallowable costs listed in the [Guide to Grants](#) or any of the following unallowable costs:

1. Construction, renovation, or remodeling;
2. Medical services;
3. Law enforcement equipment that is standard department issue;
4. Unmanned aircraft systems (UAS), including unmanned aircraft vehicles (UAV) and/or any accompanying accessories to support UAS or UAV devices/systems; and
5. Any other prohibition imposed by federal, state or local law or regulation.

## Selection Process

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**Application Screening:** The Office of the Governor will screen all applications to ensure that they meet the requirements included in the funding announcement.

**Peer/Merit Review:** The PSN Task Force selection committees of the Eastern, Southern, and Western Districts of Texas will review all eligible applications based on regional priorities, identified community priorities, and cost and program effectiveness in an effort to prioritize funding.

**Final Decisions:** The Office of the Governor will make all final funding decisions based on eligibility, reasonableness, availability of funding, geographic distribution, cost effectiveness, or other relevant factors. The Office of the Governor may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, the Office of the Governor may revise projects to address a more limited focus.

## Contact Information

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For more information, contact the eGrants help desk at [eGrants@gov.texas.gov](mailto:eGrants@gov.texas.gov) or (512) 463-1919.

Total Funds

**\$TBD**

**RESOLUTION NO. 2026-08 .**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KEMAH, TEXAS,  
AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO GRANT  
AGREEMENT WITH THE TEXAS OFFICE OF THE GOVERNOR ALLOWING THE  
PURCHASE OF DATA ANALYSIS AND CRIME MAPPING SOFTWARE; AND  
PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Kemah has determined that in the best interest of the citizens of Kemah, Texas that the **Kemah Neighborhood Safety Initiative** be operated for the year 2027; procurement of software capable of completing crime mapping and data analysis will assist the Kemah Police Department and the City of Kemah in identifying and successfully reallocating resources in a continued effort in successful crime prevention and suppression. This will increase public safety and aid the Police Department in its crime prevention efforts and strategies; and

**WHEREAS**, the City Council of the City of Kemah agrees to provide applicable matching funds for the said project, as required by the Office of the Governor grant application; and

**WHEREAS**, the City Council of the City of Kemah agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Kemah assures that the funds will be returned to the Office of the Governor in full.

**WHEREAS**, the City Council of the City of Kemah designates Cesar Garcia, City Administrator as the grantee's authorized official. The City Council of the City of Kemah designates Ryan McClellen, City Finance Director, as the grantee's authorized financial official.

The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

**Section 1. Authorization of Implementation**

The City Council hereby authorizes the City Administrator to enter into a submission of the grant application for the **Kemah Neighborhood Safety Initiative** to the Office of the Governor.

**Section 2. Effective Date.**

This Resolution shall take effect immediately from and after its passage.

Grant Number: 5736501

**PRESENTED AND PASSED** by the City Council of the City of Kemah, Texas, this the 21<sup>st</sup> day of January 2026.

CITY OF KEMAH, TEXAS

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Robin Collins, Mayor

ATTEST:

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Natasha Hinton, City Secretary



Item Number

**12.F**

**Title**

Consideration and Possible Action to Approve Ordinance 2026-01 regarding parking in front of commercial signage

**Submitting Department**

City Administrator

**Funding Source**

Not Applicable

**Attachments:**

[ORD 2026-01.docx](#)

## **ORDINANCE NO. 2026-01**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KEMAH, TEXAS,  
ENACTING AN ORDINANCE ADDING TO ARTICLE III - PARKING, DIVISION 3 –  
PARKING REGULATIONS AND SCHEDULES THAT BLOCKS OR OBSTRUCTS  
COMMERCIAL SIGNS; PROVIDING DEFINITIONS; ESTABLISHING OFFENSES,  
ENFORCEMENT, AND PENALTIES, SEVERABILITY, REPEALER, CODIFICATION,  
AND AN EFFECTIVE DATE.**

**WHEREAS**, under Texas Local Government Code § 54.001, the City of Kemah ("City") is authorized to enforce ordinances necessary for the protection of the public and the maintenance of good government, order, and security of the municipality; and

**WHEREAS**, City Council finds that prohibiting parking that blocks the visibility of commercial signs promotes public safety, wayfinding, and the effective communication of lawful business information; and

**WHEREAS**, the City has determined that prohibiting parking that blocks commercial signs is in the best interest of the City of Kemah;

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

**Section 1.** Findings. The foregoing recitals are hereby found to be true and correct. The City Council adopts them as findings of fact and conclusions of law and makes them a part hereof for all purposes.

**Section 2.** Amendments. Chapter 98 – Traffic and Vehicles, Article III – Parking, Division 3 – Parking Regulations and Schedules is hereby amended by adding Sec. 98.122 as follows:

**Sec. .98.122 – Prohibited Parking.**

- (a) Purpose. The purpose of this section is to prevent the obstruction of legally placed commercial signs by parked vehicles in order to promote public safety, business visibility, and orderly parking.
- (b) Definitions.

**Commercial Sign:** Any sign, display, or device designed, intended, or used to advertise or inform the public of a business, service, or product located on adjacent private property.

**Obstruct:** To interfere with the line of sight of a person of normal visual acuity traveling at the posted speed limit, such that the message of the sign cannot be read.

**Public Right-of-Way:** The area on, below, or above a public roadway, highway, street, public sidewalk, alley, or waterway.

(c) **Prohibition.** It shall be unlawful for any person to stop, stand, or park any vehicle in a manner that obstructs or materially interferes with the visibility of any lawfully placed commercial sign. This prohibition applies (1) on public streets and rights-of-way where parking is otherwise allowed, and (2) on private property open to the public (including shared parking lots) where parking spaces or drive aisles are intended for customer or visitor parking.

(d) **Visibility Standard.** A vehicle obstructs a commercial sign when it blocks any substantial portion of the sign face such that the sign cannot be read by a reasonably observant person traveling on the adjacent public right-of-way at typical approach distances. Evidence may include photographs, sight-line measurements, and officer observations.

(e) **Exceptions.** This section does not apply to:

(1) Emergency vehicles and operations;

(2) Vehicles temporarily stopped to avoid conflict with other traffic or to comply with law or the directions of a police officer or traffic-control device;

(3) Temporary construction, maintenance, or utility operations lawfully permitted by the City when on-site sign visibility cannot reasonably be maintained;

(4) Loading/unloading within a signed or marked loading zone when the vehicle does not obstruct a sign for longer than is reasonably necessary;

(5) Situations where the sign owner has installed the sign in a location that inherently conflicts with legally established, marked parking spaces, and no reasonable alternative parking configuration exists.

(f) **Enforcement.**

(1) Police Officers and Code Compliance Officers are authorized to issue citations for violations of this section.

(2) Vehicles parked in violation may be relocated within the lot or removed where otherwise authorized by state law and City ordinance, subject to applicable notice and towing requirements.

(g) **Penalty.** Any person who shall violate any provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by a fine of not less than the maximum amount allowed by law. Each day such a violation continues shall constitute a separate offense.

**Section 3.** **Savings.** All rights and remedies which have accrued in favor of the City under this Ordinance and amendments thereto shall be and are preserved for the benefit of the City.

**Section 4.** **Severability.** Should any section or part of this Ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

**Section 5.** **Repealer.** All ordinances and parts of ordinances in conflict herewith are hereby repealed, but only to the extent of such conflict.

**Section 6.** **Codification.** The City Council of the City of Kemah, Texas, intends that the provisions of this Ordinance be codified in the City's official Code of Ordinances, as provided hereinabove.

**Section 7.** **Publication and Effective Date.** The City Secretary shall cause this Ordinance, or its caption and penalty, to be published on the official website of the City of Kemah, upon passage of such Ordinance. The Ordinance shall then become effective ten (10) days from and after its publication, or the publication of its caption and penalty, on the official City website.

**PASSED AND APPROVED THIS THE \_\_\_\_\_ DAY OF JANUARY 2026.**

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Robin Collins, Mayor

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Natasha Hinton, City Secretary

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Kyle Dickson, City Attorney



Item Number

**12.G**

**Title**

Discussion regarding City's Food Truck Ordinance

**Submitting Department**

City Administrator

**Funding Source**

Not Applicable

**Attachments:**

[1197 - Food Truck Ordinance.pdf](#)

**ORDINANCE NO. 1197**

**AN ORDINANCE AMENDING PORTIONS OF CHAPTER 50 OF THE CITY OF KEMAH CODE OF ORDINANCES, BY ADDING THE TERM AND DEFINITION OF “FOOD TRUCK PARK”, “MOBILE FOOD UNIT”, “MOBILE FOOD TRUCK” IN SECTION 50-61 AND PROVIDING FOR AN ADDITIONAL EXCEPTION AS TO LOCATION RESTRICTIONS ALLOWING MOBILE FOOD TRUCKS AT A PREVIOUSLY APPROVED FOOD TRUCK PARK IN SECTION 50-62, AND BY ADDING SECTION 50-63 REGULATING A FOOD TRUCK PARK WITH GENERAL OPERATIONS, MANDATORY REQUIREMENTS FOR A FOOD TRUCK PARK, PROVIDING FOR COMPLIANCE AND PENALTY PROVISIONS, PROVIDING A REPEALING CLAUSE, PROVIDING FOR A SAVINGS CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, The City Council for the City of Kemah has determined that regulations are needed to be updated to address regulations for Mobile Food Trucks and now for any Food Truck Park.

WHEREAS, The City Council has determined that regulations are needed immediately to protect the public health, safety, morals and general welfare.

WHEREAS, The City of Kemah has approved one food truck park concept prior to making its latest revisions to the mobile food truck ordinance and no exception was made for the previously approved food truck park concept. Therefore, this amended ordinance will make said exception for the food truck park concept previously approved by council and will regulate any and all food truck parks in the future.

NOW THEREFRORE BE IT ORDAINED BY THE CITY COUNCIL OF KEMAH, TEXAS, THAT:

SECTION 1 That portions of Chapter 50 of the City of Kemah Code of Ordinances are hereby amended by adding the definitions for “food truck park”, “mobile food vendor”, “mobile food unit” and “mobile food truck” to Sections 50-61, which shall read as follows:

*Food Truck Park* means any non-residential real property designated by the City of Kemah as an acceptable “Food Truck Park” or similarly described approved site plan intending to house or temporarily housing one or more Mobile Food Trucks this is or will be operated on site and the site plan meets the minimum requirements in Section 50-63(b) herein.

*Mobile Food Truck* shall mean a *Mobile Food Vehicle* as defined herein.

*Mobile Food Unit* shall mean a *Mobile Food Vehicle* as defined herein.

SECTION 2. That portions of Chapter 50 of the City of Kemah Code of Ordinances are hereby amended by adding a new section to Exceptions to Location Restrictions in Section 50-62

(b)(1)(d), which shall read as follows:

d. If, as, and when an applicant for a mobile food vehicle has previously obtained a Galveston County permit to operate a Mobile Food Vehicle and desires to be located in a permitted food truck park, as defined herein, and the placement of that applicant's truck has been accepted in writing by the owner and/or operator of the permitted food truck park, the location shall be lawful despite its proximity to any residential structure.

SECTION 3 That portions of Chapter 50 of the City of Kemah Code of Ordinances are hereby amended by adding a new Section 50-63 subsections (a) and (b) regulating a Food Truck Park, which shall read as follows:

#### Section 50-63. – Food Truck Park Regulations

Intent: To provide a means of permitting a Food Truck Park while protecting the public interest and health of the patrons and residents of City of Kemah

##### (a) General Operations:

- (1) A Food Truck Park shall not be permitted to operate within 200 feet of a residence (measured from property line to property line) except where the City has previously approved a specific site plan allowing a Food Truck Park as defined herein and that site has not ceased to operate as a Food Truck Park with one or more Mobile Food Vehicles on site for a year or longer. Provided however, if a site plan previously approved does not operate as a Food Truck Park for one year or longer, then this limited distance exception shall no longer apply to that specific location. The only such Food Truck Park approved at the time of the passage of this ordinance is at 604 Kipp Avenue, Kemah, Texas 77565, where its site plans included the concept of operating up to four Mobile Food Vehicles on site.
- (2) It shall be unlawful to allow or permit a Mobile Food Vehicle to operate at a Food Truck Park without a Food Truck Park Permit.

##### (b) Food Truck Park Requirements:

- (1) To be permitted, a Food Truck Park shall have all of the following on site:
  - a. Permanent bathrooms
  - b. Water and sewer connections for each Mobile Food Vehicle
  - c. Perimeter Fencing
  - d. City Engineer Approved drainage plans
  - e. No less than two large trash receptacles per Mobile Food Vehicle.
  - f. Concrete or other approved parking surface for each and every Mobile Food Vehicle.
- (c) It shall be unlawful to allow or permit at any time a Mobile Food Vehicle to operate at a permitted Food Truck Park without all requirements met in Section 50-63(b)(1) herein.

(d) Should any holder of a Food Truck Park Permit fail or refuse to maintain in a good and workmanlike manner any of the required items in Section 50-63(b)(1), after 10 days-notice of the defect, the City may revoke the Food Truck Park Permit until the defects are cured.

Section 4. That portions of Chapter 50 of the City of Kemah Code of Ordinances are hereby amended by adding a new Section 50-64 subsections A, B and C regarding Compliance and Penalty Provisions, which shall read as follows:

Section 50-64. Compliance and Penalty provision:

- A. Any violation of this Ordinance shall be a Class C misdemeanor and shall be punished by a fine not to exceed the maximum permitted by law. Each day that a violation is committed or permitted to exist shall constitute a separate offense.
- B. Prosecution under this Ordinance shall not require the pleading or proving of any culpable mental state.
- C. Penalties provided for in this Ordinance are in addition to any other criminal or civil remedies that the City of Kemah may pursue under federal, state, or local law.

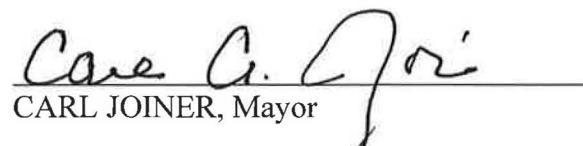
SECTION 5: that all provisions of the Ordinances of the City of Kemah in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 6: That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal, or invalid, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 7: An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

Duly Passed and Approved on the First Reading this the 16th day of February, 2022.

Duly Passed and Approved on the Final Reading this the 16th day of February, 2022

  
CARL JOINER, Mayor

ATTEST:

  
Chandra Jobb, City Secretary

APPROVED AS TO FORM AND CONTENT:



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Dick H. Gregg, III, City Attorney



Item Number

**12.H**

**Title**

Discussion regarding Parking Ordinance

**Submitting Department**

City Administrator

**Funding Source**

Not Applicable

**Attachments:**

[Ordinance No. 1072 - Parking Ordinance amending 1055 and 1070.pdf](#)

[Ordinance No. 1149 - Parking Amendment.pdf](#)

AN ORDINANCE ADOPTING PARKING REQUIREMENTS FOR THE CITY OF KEMAH; AND PROVIDING A PENALTY (AND REPEALING ORDINANCE NO. 1055 and 1070)

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KEMAH, TEXAS THAT Ordinances No. 1055 and 1070 are hereby repealed and the City shall not issue any building permit or certificate of occupancy unless and until the applicant for such permit or certificate has complied with the following requirements:

1. Definitions and general provisions
  - a. "Off-site Parking Area" shall mean the following area: The area of the City North of 9<sup>th</sup> St. to the Clear Creek Channel and West of Alleyway between Kipp and Bradford to the east line of State Hwy 146. "Boardwalk Parking Area" means the following area: The area of the City North of 6<sup>th</sup> Street to the Clear Creek Channel and East of Texas Avenue.
  - b. "Off-site" parking is any parking that is not entirely located on the same Tract as the improvements for which the building permit or certificate of occupancy are located.
  - c. "Multi-family residences" shall mean any structure intended for the residential use by more than one family.
  - d. "Street Parking" shall refer to parking spaces constructed either (i) partially on the City's property and partially on private property pursuant to an agreement between the City and a private property owner(s) or (ii) entirely on the City's property as more particularly set out in Sections 4 and 5.
  - e. "Tract of Land" or "Tract" shall mean one or more adjacent or contiguous lots made the basis of one application for one permit.
  - f. "Entrance of the Building" shall mean a principal door provided for the ingress and egress for a particular business' patrons as determined by the City's Building Official from the plans submitted with any application. There may be more than one Entrance to a Building.
  - g. "Assembly" shall mean the use of an indoor or outdoor structure or the open air grounds of a property (including but not limited to a vacant property that is free from all structures save and except a deck or deck(s) or platform

AN ORDINANCE ADOPTING PARKING REQUIREMENTS FOR THE CITY  
OF KEMAH; AND PROVIDING A PENALTY (AND REPEALING  
ORDINANCE NO. 1055 and 1070)

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KEMAH, TEXAS THAT Ordinances No. 1055 and 1070 are hereby repealed and the City shall not issue any building permit or certificate of occupancy unless and until the applicant for such permit or certificate has complied with the following requirements:

1. Definitions and general provisions

- a. "Off-site Parking Area" shall mean the following area: The area of the City North of 9<sup>th</sup> St. to the Clear Creek Channel and West of Alleyway between Kipp and Bradford to the east line of State Hwy 146. "Boardwalk Parking Area" means the following area: The area of the City North of 6<sup>th</sup> Street to the Clear Creek Channel and East of Texas Avenue.
- b. "Off-site" parking is any parking that is not entirely located on the same Tract as the improvements for which the building permit or certificate of occupancy are located.
- c. "Multi-family residences" shall mean any structure intended for the residential use by more than one family.
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- e. "Tract of Land" or "Tract" shall mean one or more adjacent or contiguous lots made the basis of one application for one permit.
- f. "Entrance of the Building" shall mean a principal door provided for the ingress and egress for a particular business' patrons as determined by the City's Building Official from the plans submitted with any application. There may be more than one Entrance to a Building.
- g. "Assembly" shall mean the use of an indoor or outdoor structure or the open air grounds of a property (including but not limited to a vacant property that is free from all structures save and except a deck or deck(s) or platform

or platform(s), devoted to or capable of commercial use as the gathering place of people for various purposes (civic, social, religious, recreational, parties, weddings, food and drink consumption), where the potential crowd may exceed fifty persons. Provided, however, if there is a residential structure on site where the activities are to be conducted and if the structure is occupied by one who lives there so that it is devoted to a residential use, any gathering conducted or sponsored by the residential occupant shall be deemed a residential use and not an assembly use for these purposes.

## 2. Minimum Parking Requirements.

Any plans that are submitted for the issuance of a building permit must include provisions for the following minimum parking spaces. No certificate of occupancy will be issued unless the structure for which the certificate is sought shall have the following minimum number of spaces.

The following square footage requirements shall refer to the gross enclosed area of the building as set forth on the building plans submitted to the City, unless otherwise indicated.

- a. Lots used for the sale or lease of motor vehicles – 1 space per 200 square feet plus 8 spaces for each 43,560 square feet of outdoor display area.
- b. Motor vehicles service stations or repair shops – 1 space per service bay and 1 space per fuel pump, but in no event less than 6 spaces.
- c. Convenience stores – 1 space per 150 square feet.
- d. Restaurants – 1 space per 100 square feet. In the case of restaurants, any outside areas such as decks or patios that can be used for dining shall be included in the square footage requirement.
- e. Multi-family residences – 2 spaces for each unit that is an efficiency or one-bedroom unit plus 1 additional space for each additional bedroom.
- f. Hotels/motels – 1 space for each guest room. If the hotel or motel includes restaurant or retail space, the minimum shall also include additional spaces for those uses as set out above.
- g. Public storage facilities – 1 space per 2,000 square feet, provided however, if the storage facility is a dry dock facility for boat storage and has an adjacent area for launching

boats, the requirement shall be 1 space for each 5 boats that can be stored in the facility.

- h. Assembly use – For enclosed assembly structures (walls and a roof): 1 space per 4 potential occupants (based on maximum occupancy as calculated herein). For a property that has no structure(s) with walls and a roof, the usable area on which occupancy is to be calculated shall use 50% of the square footage of the entire lot in its formula. 50% of the lot shall be dedicated to and used for on site event parking and the other 50% may be used for the actual assembly area. For the dedicated parking formula the city shall use a measure of 1 required space per 200 square feet utilizing 50% of the total square footage of the lot in question (in lieu of the 1 space per 4 potential occupants measure for enclosed structures). For example using a 10,000 square foot lot-50% would be 5,000 square feet. 5,000 square feet divided by 200 square feet is 25 spaces. Four occupants per car would bring 100 guests.
  - i. Marinas – 1 space per 2 boat slips plus the required parking for any other structures located on the marina property as required by the foregoing requirements of this Section. For any docked commercial vessel, one space for every 3 persons measured by the Coast Guard Occupancy Rating of the vessel.
  - j. All other non-residential uses – 1 space per 200 square feet.
  - k. All of these requirements apply to new construction and have no retroactive applicability to existing permitted structures and properties, unless and until the owner seeks to change the use and add improvements that require a building permit.
- 2A. MAXIMUM OCCUPANCY FOR ASSEMBLY USE PROPERTY. The maximum occupancy permitted per property devoted to assembly use shall be determined by dividing the square footage of the assembly area as herein defined and measured by 20 S/F per person. Appropriate signage shall be visibly posted on site that identifies the maximum occupancy for any assembly and the owner and the host of the assembly shall be responsible for adherence to and compliance with this rule for safety. It shall be unlawful for those persons responsible to host or allow an assembly of persons that exceeds the maximum applicable occupancy.
3. City Wide General Rules.
  - a. Any applicant for a Building Permit or a Certificate of Occupancy (hereafter “BP/COO”) must provide for the minimum required parking spaces on the same tract of land

except in the Boardwalk Parking Area and the Off-Site Parking Area.

- b. Any applicant for a BP/COO may use adjacent Street Parking subject to City approval as to location
- c. All parking spaces provided by the City shall cost \$1,000.00 or the cost of construction, whichever is higher and paid for in advance.
- d. All parking spaces shall be built by the City or its contractors.

4. Boardwalk Parking Area.

- a. Any applicant for a BP/COO within the Boardwalk Parking Area may use off site parking to provide the minimum required parking spaces provided that:

- (i) The walking distance for patrons to the entrance to the building is not more than:
  1. 150 feet for 25% of the required parking
  2. 300 feet for 50% of the required parking; and
  3. 600 feet for 100% of the required parking.
- (ii) All handicap parking shall be within 100 feet of the entrance to the building.
- (iii) All parking is located within the Boardwalk Parking Area.
- (iv) Applicant has provided for and reserved sufficient areas onsite and adjacent to the main structure for access by delivery and emergency vehicles.

5. Off Site Parking Area.

- a. Any applicant for a BP/COO within the Off Site Parking Area may use Off Site Parking for the minimum required parking spaces. Location of said parking spaces to be approved or designated by the city.

6. Minimum Construction Standards.

a. Surface & Curb Requirements:

- (i) All new construction for new or refurbished off site parking for new or existing (old) commercial or industrial usage or for on site parking facilities in conjunction with a new or refurbished commercial or industrial use shall be constructed by meeting or exceeding the minimum specifications of the City, as follows:

The following specification shall be used for any parking area in any development (commercial or industrial) in the City:

- Portland Cement Concrete, 5 sacks of cement per cubic yard of concrete, 6" concrete thickness at all points.
- Curb required.
- Lot must drain in an acceptable manner as per engineering drawings.
- 1" board expansion (or equivalent) required.
- Steel Reinforcement: No. 6 mesh wire (6"x6") and/or No. 4 rebar.

Asphalt may be substituted for the Portland Cement Concrete with the following:

Asphalt parking area minimum specifications.

- 5 ½" compacted lime stabilized soil.
- 5 ½" compacted limestone or similar base material.
- Full coverage of tack coat (MC30) or similar material.
- Minimum of 1 ½" of compacted asphalt Type A.

- i. The hard surface shall meet the minimum footprint required hereunder for area of hard surface coverage and shall not exceed 125% of the minimum footprint required.
- ii. All remaining areas (other than those under the concrete or asphalt footprint) of the lot or lots where the parking surface is to be constructed shall be planted and maintained in accordance with the applicable Landscaping and Planting requirements specified hereinafter. However, those remaining areas shall, as a minimum, always be planted and

maintained with shrubbery or a combination of shrubbery and grass in a manner that shall screen (or grow to screen within one year) the parking area from view from the window of a standard size passenger car.

(c) Sidewalk Regulations.

The property owners shall construct and maintain concrete sidewalks in accordance with the CITY specifications in order to provide the public and the occupants of the site to be permitted with convenient access to the parking areas and abutting streets.

(d) Lighting Regulations.

All outside lights shall be directed or hooded so that the light is directed toward the ground and away from adjacent residential property or adjacent streets.

7. Landscaping and Planting regulations.

a. Any portion of a lot or lots not required for buildings, entrances, sidewalks or parking areas, but not less than 10% of the lot area subject to permit, shall be landscaped, planted and maintained by the owners with a combination of greenery, shrubbery and/or trees visible as a sight screen and as a first thing seen from a vehicle traversing the abutting public street.

b. The applicant may count an existing tree as part of the landscaped area. The regulation shall be met by one tree for each thirty feet (or fraction thereof) of street frontage planted not more than twenty feet (20') from the right of way of any street, if the tree trunk exceeds six inches in diameter at a point 18" above the natural ground at the base of the tree

8. Time Limited Parking. Time limited parking may be granted by City Council based on a reasonable request from the property owner.

9. Loading Zones. Loading Zones may be granted by City Council based on a reasonable request by the property owner.

10. Reduction or Elimination of Existing Parking Inside the Entertainment District: If any application for a building permit provides for the reduction or elimination of any existing usable parking space, the application must provide for the creation of two

(2) spaces for every space so eliminated and the new spaces must be located within the designated parking area.

11. **Parking Lots Outside the Entertainment District.** No building permit or certificate of occupancy shall be issued for a property outside of the Entertainment District for the construction of a parking lot unless the parking lot is to be constructed and used in conjunction with improvements on the same Tract. In no event shall a permit be granted for a structure on a Tract which provides for parking on the Tract where the structure is located when such structure and dedicated parking utilizes a number of parking spaces in excess of 125% of the requirements set out in Section 2 for the type of structure or use specified. No owner of property shall use his property for a purpose for which a permit is prohibited.
12. **Exceptions:** Special exceptions to the provision for dust-free (concrete or asphalt) parking may be made for City projects, such as temporary parking areas, special-event parking areas (where hardened surfaces may be prohibited by utility or pipeline companies), or to serve parking areas adjacent to/or within dedicated park facilities.

13. **Penal Provisions.**

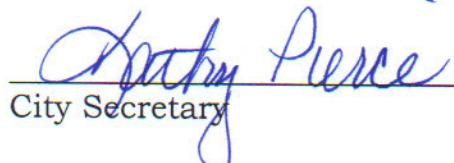
Any person violating any provision of this Ordinance or failing to comply with any requirement of this Ordinance will be guilty of a misdemeanor and subject to a fine not to exceed the maximum allowed by law. Each day during or upon which said person shall violate or continue to violate any provision of this Ordinance or shall fail to comply with any requirements of this Ordinance shall constitute a distinct and separate offense. The violation of any provision of this Ordinance or the failure to comply with any requirement of this Ordinance shall each constitute a distinct and separate offense.

AND IT IS SO ORDERED.

PASSED AND APPROVED ON THE 16<sup>th</sup> DAY OF  
AUGUST, 2012.

  
Robert Cummins, Mayor

ATTEST:

  
Dorothy Pierce  
City Secretary

## ORDINANCE NO. 1149

AN ORDINANCE AMENDING CHAPTER 98 OF THE CITY OF KEMAH CODE OF ORDINANCES, SPECIFICALLY TO ADD SECTION 98-76, RELATED TO THE APPLICABILITY OF THE CITY'S PARKING ORDINANCE WITHIN CERTAIN AREAS IN THE CITY OF KEMAH, TEXAS

### ARTICLE III. - PARKING<sup>[2]</sup>

Footnotes:

--- (2) ---

**State Law reference**— Municipal authority to regulate standing and parking, V.T.C.A., Transportation Code § 542.202(a)(2).

#### DIVISION 1. - GENERALLY

Secs. 98-60—98-~~7675~~. - Reserved.

#### DIVISION 2. - MINIMUM PARKING REQUIREMENTS<sup>[3]</sup>

Footnotes:

--- (3) ---

**Editor's note**— Ord. No. 1072, adopted Aug. 16, 2012, repealed Art. III, Div. 2, §§ 98-77—98-86, in its entirety. Sections 1 to 13 of said ordinance enacted new provisions to read as herein set out. Prior to this amendment, Div. 2 pertained similar subject matter. See Code Comparative Table for derivation.

##### Sec. 98-76. – Applicability.

The provisions of Chapter 98. Article III do not apply to the area of Kemah within the boundaries that are made up of the northern Right of Way line of Fifth Street south to the southern Right of Way line of Seventh Street, and from the western Right of Way line of Bradford Ave. to the Eastern Right of Way line of Kipp Ave.

**Duly Passed, Approved and adopted on Second Reading this the 7<sup>th</sup> day of February, 2018**

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**Carl A. Joiner, Mayor  
City of Kemah, Texas**

**ATTEST:**

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**Melissa Chilcote, City Secretary**

**APPROVED AS TO FORM AND CONTENT:**

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**Dick Gregg, Jr., City Attorney**  
**City of Kemah, Texas**



Item Number

**12.I**

**Title**

Approval of a Partnership Agreement with TextMyGov for resident smart texting communication services.

**Submitting Department**

Communications and Tourism

**Background/Recommendation**

UpAhead has transitioned its municipal texting services to TextMyGov.

This agreement transitions the City's prior texting service from UpAhead to TextMyGov. The agreement states that it nullifies the agreement with UpAhead and that all agreements are now with TextMyGov.

TextMyGov provides a smart texting platform that allows residents and visitors to text questions, receive automated responses, access links to City resources, and submit requests/issues (including photos) via text message.

The subscription includes implementation support, configuration assistance, and ongoing support/training.

**Funding Source**

Funds are available from Account #

**Attachments:**

[TextMyGov Agreement \(003\).pdf](#)

# TextMyGov

TextMyGov

P.O. Box 3784  
Logan, Utah 84323  
435-787-7222

## Partnership Agreement

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### Introducing TextMyGov

TextMyGov was developed to open lines of communication with local government agencies and citizens. The system works 24 hours a day and easily connects with your website and other communication methods.

Using the regular messaging app on any smartphone, the smart texting technology allows the citizen to ask questions and get immediate responses, find links to information on the agency's website, address problems, report any issues and upload photos.

According to the Pew Research Center, *97% of smartphone owners text regularly.*

The technology analysts at Compuware reported *that 80 to 90% of all downloaded apps are only used once and then eventually deleted* by users.

# TextMyGov Solutions

*Communicate, Engage, Boost Website Traffic, Track and Work.*



## Communicate

TextMyGov uses smart texting technology to communicate with citizens. Local government agencies can answer questions, send links to their website, and provide details on garbage pickup, utility payments, city news, events, office hours, just to name a few.



## Engage

TextMyGov uses smart texting technology to engage with citizens. Citizens can easily report issues to any department, such as potholes, drainage problems, tall grass, junk cars. The issue reporting function can be customized for each department and their most commonly reported items. Agencies can engage citizens and ask specific guided questions regarding location, address, street name, and more. If your goal is to engage with citizens and get smart valuable data- You need TextMyGov.



## Boost Website Traffic

TextMyGov uses smart texting technology to maximize a city's website. Citizens can text in keywords like festival, parking, ticketing, meeting, sporting event, etc. The smart texting technology can answer the question or send a link from the city's website with additional information. Local government agencies spend thousands of dollars each year on their website. TextMyGov is the best way to benefit from that investment. If your goal is to benefit from your website investment- You need TextMyGov.



## Track

TextMyGov uses smart texting technology to track and record all the information that is sent in. Agencies can track the cell phone number, date, and time of every request. If your agency wants to be compliant with FOIA- You need TextMyGov.



## Work

Smart texting uses detailed information to track a citizen's request or create a work order. Work orders and requests can be generated and completed. Smart texting allows you to easily collect information like name, location, street address, and allows the user to upload a photo. If your agency wants to track real requests and real work orders submitted by a real cell phone number- You need TextMyGov.

# Implementation

## Getting Started

- After the execution of the Agreement Confirmation page, a project manager will be assigned to assist the client through implementation. A local phone number will be obtained for use with TextMyGov.

## Configuration

- The project manager will work with the client to customize interactive responses, create automation flows, and keyword lists. Training will be provided on how to quickly create and edit data.

## Media Kit

- Advertising materials will be provided to the client, including an infographic for the website and downloadable flyer for social media and other communication methods used by the agency.

## Unlimited Training and Support

- After initial implementation and training, unlimited on-going support is included. Our experts are available M-F 6am-5pm MST.

This quote represents a subscription to TextMyGov with an annual recurring charge for an initial period through **Dec 1, 2027** (the “Initial Term”). The agreement is set to automatically renew on the anniversary date of this agreement, after the Initial Term. Support and service fees may increase following the Initial Term but will increase no more than 5% per year. See below for package price and other details.

*Terms and conditions can be printed and attached as Exhibit A or viewed at [www.TextMyGov.com/terms](http://www.TextMyGov.com/terms)*

Prepared for:  
 Kemah  
 1401 Highway 146, Kemah, TX 77565-3002,  
 United States

Prepared by:  
 Dan Dustin  
 Operations Manager  
 P.O. Box 3784  
 Logan, UT 84323  
 Ddustin@textmygov.com

Package	Package Price	Billing
TextMyGov- Core Core Package includes: <ul style="list-style-type: none"> <li>TextMyGov Web-Based Software</li> <li>Local Phone Number</li> <li>Short Code Number (for outgoing messages)</li> <li>TextMyGov Provided Database</li> <li>Facebook Integration</li> <li>Spanish Translation</li> <li>Unlimited Users</li> <li>Unlimited Departments</li> <li>Unlimited Support for Every User</li> <li>10 GB Managed online data storage</li> <li>50,000 Text Messages per year</li> </ul>	\$2,288	Annual
Total (Ongoing):	\$2,288	Annual

Notes:

1. *This is an Initial Agreement through December 1, 2027. Either party may terminate this agreement at the end of the Initial Term by providing the other party with written notice of termination at least sixty (60) days prior to the expiration of the Initial Term. If Customer terminates the agreement the remaining balance for the Initial Term, if any, will become immediately due and payable. After the Initial Term, this agreement will automatically renew for successive one (1) year terms ("Renewal Term") unless either party provides written notice of non-renewal at least sixty (60) days before the expiration of the then-current term. Should Customer terminate the agreement within the sixty-day period before the expiration of the Initial Term or any Renewal Term, Customer will be obligated to pay the total balance due for the subsequent Renewal Term.*
2. *Customer will be invoiced on an annual basis. Invoices will be sent by mail and email to the addresses listed on the Agreement Confirmation page of this agreement. Payment is due within 30 days from the date of the invoice.*
3. *Customer is required to put Text My Gov widget on the Agency's Web Home page.*
4. *This agreement must be signed and returned by 12/25/25.*
5. *The initial invoice will be sent out November 1, 2026. Terms of invoicing is net 30 days. Future invoices will also be sent on November 1<sup>st</sup> in subsequent years.*
6. *This nullifies the agreement with UpAhead and all agreements are now with TextMyGov.*
7. *Customer is authorized to enter into this agreement and by signing the Agreement Confirmation, agrees to all terms herein and all Terms and conditions listed above.*
8. *Customer is required to provide copy of W-9*

## Additional Services

TextMyGov provides additional applications and services that can be purchased as part of the TextMyGov solution. These can be added to the customer's annual\* cost, upon request.

EMA Package <ul style="list-style-type: none"><li>• <b>Core Package</b></li><li>• IPAWS Integrations</li><li>• NOAA/Weather Alerts</li></ul>	Price based on Population	Annual
Premium Package <ul style="list-style-type: none"><li>• Core Package</li><li>• EMA Package</li><li>• <a href="#">Enhanced Media Care Package</a></li><li>• Citizen Surveys<ul style="list-style-type: none"><li>○ The Citizen Surveys add-on allows municipalities to collect feedback from residents via SMS, Email, or Social Media. This feature enables automated survey distribution, real-time response tracking, and data insights to enhance community engagement.</li></ul></li><li>• Voice Calls</li><li>• Mass Emailing</li></ul>	Price based on Population	Annual
Citizen Requests	Price based on Population	Annual
Monthly Uploads	Price based on Population	Annual
Additional Storage – Each unit of storage contains an additional 100 GB.	\$250	Annual
Additional text messages – Additional text messages can be purchased at any time. (\$750 for 100,000), (\$550 for 50,000), (\$300 for 25,000) Unlimited texts are available as well. See your Account Executive for details	Price based on amount of text messages	Annual
Unlimited Text Messages	Price based on Population	Annual

# Agreement Confirmation

## Implementation Team Information

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email: \_\_\_\_\_  
Office Phone: \_\_\_\_\_  
Cell Phone (Required): \_\_\_\_\_

## Implementation Team Information

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email: \_\_\_\_\_  
Office Phone: \_\_\_\_\_  
Cell Phone (Required): \_\_\_\_\_

## Billing Information

(Invoices for the amount will be sent two weeks after signature with net 30 days.

Invoices will be sent from an iWorQ email address)

Billing Contact Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email: \_\_\_\_\_  
Office Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
(Please attach copy of W-9)

## Agreement Signature

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_

## Widget Contact

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

\*This person is responsible for placing the TextMyGov widget (see options- [TextMyGov/Widget Link](#)) on the agency's website within 60 days of the agreement signature. The TextMyGov widget will remain on the agency's website for the duration of the agreement. If the widget is not placed on the City/County website within 60 days, the Agency agrees to pay an additional \$1,000 towards setup costs (this is to cover TextMyGov's time.)

## Twilio Contact Authorization

### Twilio Authorized Contacts

Employee Name (1):

Email:

Phone Number:

Job Position:

Business Title:

Employee Name (2):

Email:

Phone Number:

Job Position:

Business Title:

*I confirm that my nominated authorized representatives agree to be contacted by Twilio.*

*\*\*Twilio contact can be the same as the implementation contact. Twilio requires us to have two authorized contacts. They rarely reach out, but if there are any support questions, they require these contacts. \*\**



Item Number

**12.J**

**Title**

Consideration and Possible Action to Award the Contract for RFP, Sealed Bid Project 2025-01 - Professional Grant Administrative Services for Community Development Block Grant - Disaster Recovery (CDBG-DR) Local Communities Program (LCP) to Public Management, Inc.

**Submitting Department**

City Administrator

**Background/Recommendation**

Council approved release of the RFP at the October 15, 2025 agenda. Attached you will find all documentation describing the grant opportunity, the RFP, and the agreement which staff is presenting for approval herein. This agreement similar to the one passed last meeting for the Administrative Services of this same grant opportunity. Payment of the fees shall be contingent on CDBG funding. In the event that grant funds are not awarded to the City by TDA through the TxCDBG program, this agreement shall be terminated.

**Funding Source**

Not Applicable

**Attachments:**

[Scoring Criteria 2024-disasters\\_-Approved Action Plan.pdf](#)  
[2024-disasters-one-pager\\_update\\_5-14-25 \(002\).pdf](#)  
[GLO LCP Grant Letter to Council.docx](#)  
[LCP Engineering Agreement - IDS.pdf](#)  
[CDBG-DR LCP Eng RFQ Document.docx](#)

- b. The timing of who will be prioritized; and
- c. The amount or proportion of benefits expected to be received.

#### 7.8.9. Project Selection Criteria:

The GLO will hold a call for project submissions with each eligible entity permitted to submit a maximum of two (2) eligible projects. Submissions will include a description and basic details of the proposed project. The GLO will then rank projects using the criteria defined in the Selection Criteria Section below. Submissions that are determined to be eligible will be selected for an invitation to apply in rank order. Depending on demand, no applicant will be awarded for their second application until all eligible applicants that have a minimum score of 50 have been awarded funding at least once.

Criteria	Maximum Points
LMI National Objective	20 Points Possible
<i>Project meets the LMI national objective</i>	<i>20 points</i>
<i>Project does not meet the LMI national objective</i>	<i>0 Points</i>
Declaration Areas	20 Points Possible
<i>Entity is within a CDBG-DR eligible county for <u>both</u> the Texas Severe Storms, Straight-line Winds, Tornadoes, and Flooding (DR-4781) <u>and</u> Hurricane Beryl (DR-4798).</i>	<i>20 Points</i>
<i>Entity is within a CDBG-DR eligible county for <u>only one</u> of the Texas Severe Storms, Straight-line Winds, Tornadoes, and Flooding (DR-4781) <u>or</u> Hurricane Beryl (DR-4798).</i>	<i>10 Points</i>
Leverage	10 Points Possible
<i>Entity has pledged to provide Non-CDBG Leverage (a minimum value of 5% of CDBG-DR funds)</i>	<i>10 Points</i>
<i>Entity has not pledged to provide Non-CDBG Leverage (a minimum value of 5% of CDBG-DR funds)</i>	<i>0 Points</i>
SoVI	15 Points Possible
<i>High</i>	<i>15 Points</i>
<i>Medium High</i>	<i>12 Points</i>
<i>Medium</i>	<i>9 Points</i>
<i>Medium Low</i>	<i>6 Points</i>
<i>Low</i>	<i>3 Points</i>
Total 2024 Disasters Damage per Capita (FEMA PA Categories C-G)	25 Points Possible
<i>\$500 per capita or greater</i>	<i>25 Points</i>
<i>\$100 per capita or greater</i>	<i>20 Points</i>
<i>\$50 per capita or greater</i>	<i>15 Points</i>
<i>\$25 per capita or greater</i>	<i>10 Points</i>
<i>Less than \$25 per capita</i>	<i>5 Points</i>
HUD MID	10 Points Possible
<i>Project is in a HUD MID county</i>	<i>10 Points</i>
<i>Project is in a Secondary MID county</i>	<i>5 Points</i>
Tie-Breaker: Higher Poverty Rate	



# 2024 Disasters

## SUMMARY ONE-PAGER

(Published May 16, 2025)

The U.S. Department of Housing and Urban Development (HUD) announced the State of Texas will be receiving \$555,687,000 in Community Development Block Grant Disaster Recovery (CDBG-DR) funding to support eligible events in declared areas from the Texas Severe Storms, Straight-line Winds, Tornadoes, and Flooding (DR-4781), which have an incident period from April 26 to June 5, 2024 and Hurricane Beryl (DR-4798), which has an incident period from July 5 to July 9, 2024.

HUD granted allocations to Harris County (\$67,326,000) and the City of Houston (\$314,645,000) for the 2024 Disasters and each entity will be responsible for developing an action plan and administering the funding directly.

### PROPOSED PROGRAMS:

#### Homeowner Assistance Program (HAP) – \$244,100,000

Rehabilitation and reconstruction of owner-occupied single family homes in HUD MID counties damaged by the 2024 Disasters.

#### Homeowner Reimbursement Program (HRP) – \$43,100,000

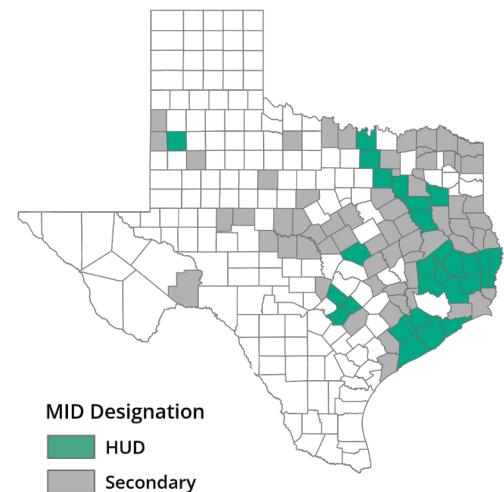
Reimbursement up to \$75,000 per household of eligible expenses incurred by homeowners for repairs made prior to application to a primary residence in a HUD MID county.

#### Affordable Rental Program (ARP) – \$88,100,000

Rehabilitation, reconstruction, and new construction of affordable multifamily housing projects in HUD MID counties. Maximum award is \$7.5 million per development.

#### Local Communities Program (LCP) – \$97,033,950

Funding for disaster relief, long-term recovery, and restoration of infrastructure or economic revitalization for local communities in all eligible counties impacted by the 2024 Disasters. Units of local government and Indian tribes may submit up to two projects between \$500,000 and \$5,000,000 each.



### HUD MID COUNTIES (27):

Anderson	Bell	Brazoria	Caldwell	Cooke	Dallas	Denton
Fort Bend	Galveston	Guadalupe	Hardin	Hays	Henderson	Hockley
Jasper	Kaufman	Liberty	Matagorda	Montgomery	Newton	Polk
San Jacinto	Smith	Trinity	Tyler	Walker	Wharton	

### SECONDARY MID COUNTIES (65):

Angelina	Chambers	Delta	Houston	Madison	Rains	Terrell
Austin	Cherokee	Eastland	Jackson	McCulloch	Red River	Titus
Bailey	Clay	Ellis	Jefferson	Milam	Robertson	Van Zandt
Baylor	Cochran	Falls	Jones	Mills	Rusk	Waller
Blanco	Coke	Fannin	Lamar	Montague	Rockwall	Washington
Bosque	Coleman	Freestone	Lampasas	Morris	Sabine	
Bowie	Collin	Gonzales	Lee	Nacogdoches	San Augustine	
Brown	Colorado	Grimes	Leon	Navarro	San Saba	
Calhoun	Concho	Hamilton	Limestone	Orange	Shelby	
Cass	Coryell	Hopkins	Lynn	Panola	Sterling	



October 1, 2025

**Subject:** Upcoming Local Communities Program – Important Information & Next Steps

Dear Council,

We would like to make you aware of the upcoming Local Communities Program through the Texas General Land Office, which will soon release its Application Guide. Here is a summary of the Action Plan:

Program Overview:

- **Total Allocation:** \$97,033,950
- **Eligible Applicants:** Only cities and counties may apply.
- **Applications:** Each eligible entity may submit up to two applications, with funding requests ranging from **\$500,000 to \$5 million**.
- **Minimum 5% match requirement.**

Our community has been identified to be in both disaster declared areas, which may lead to a promising score of our application(s).

- **Texas Severe Storms, Straight-Line Winds, Tornadoes, and Flooding (DR-4781)** – April 26 to June 5, 2024
- **Hurricane Beryl (DR-4798)** – July 5 to July 9, 2024

Eligible Activities:

- Flood control and drainage repair improvements, including the construction or rehabilitation of storm water management systems;
- Restoration of public infrastructure (such as water and sewer facilities, streets, provision of generators, bridges, communication systems, etc.);
- Public facilities;
- Buyouts or Acquisition with or without relocation assistance, down payment
- Demolition, rehabilitation of publicly or privately owned commercial or industrial buildings, and code enforcement;
- Economic revitalization (such as microenterprise and small business assistance, commercial rehabilitation, and special economic development activities, including prioritizing assistance to businesses that meet the definition of a small business). Any projects funding for-profit entities must be evaluated and selected in accordance with

- guidelines (established in Appendix A to 24 CFR part 570) developed by HUD and comply with HUD underwriting guidance;
- Public service (such as job training and employment services, healthcare, childcare, and crime prevention within the 15 percent cap); and
- Eligible planning studies not to exceed 15% of the program's allocation.

It's not clear what the allowable fee cap will be this time for grant administrators or engineers, but the state will likely be taking 5% in grant admin and up to 20% for planning activities.

Although the full guidance has not yet been published, it is strongly recommended we begin preparations now. Specifically, it will be important to:

- Discuss potential project opportunities, priorities, and alignment with program requirements.
- Initiate the RFP process to ensure our grant administrator and engineer (to be selected as part of the RFP process) are procured in time for the application cycle.

Should any Councilmembers or KCDC Board members like to be part of our team who'd review next steps and discuss the RFP process in greater detail, please let me know so we can proceed accordingly once partners are selected to aid with this application process.

Thanks for your support in positioning our community for success in this program and we look forward to working with those interested and responsive on this important opportunity.

Sincerely,

Cesar Garcia  
City Administrator

**CITY OF KEMAH**  
**STANDARD PROFESSIONAL SERVICES AGREEMENT**

**THE STATE OF TEXAS** §  
§  
**GALVESTON COUNTY** §

This Professional Services Agreement ("Agreement") is made and entered by and between the City of Kemah, Texas, (the "City") a Texas home rule municipality, and IDS Engineering Group on the \_\_\_\_\_ day of \_\_\_\_\_ 2026, a Texas corporation having its principal place of business at 13430 Northwest Freeway STE 700, Houston, TX 77040 ("Professional") (Individually referred to as "Party" and collectively as "Parties").

**Section 1. Duration.**

This Agreement shall become effective upon the date of execution by both Parties and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement. The Scope of Work may be amended by written agreement of the Parties and said amended Scope of Work, executed by both Parties, shall become part of this Agreement.

**Section 2. Scope of Work.**

(A) Professional shall perform the Services as more particularly described in the Scope of Work attached hereto as **Exhibit "A"**. The work as described in the Scope of Work constitutes the "Project". Unless otherwise provided in the Scope of Work, the anticipated submittal of all Project deliverables is immediately upon completion of the Project.

(B) The Quality of Services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by competent Professionals practicing in the same or similar locality and under the same or similar circumstances and professional license or expertise, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional holding the same professional license or expertise. Professional shall be entitled to recover all costs of collection including, but not limited to, finance charges, interest at the rate calculated in accordance with Prompt Payment Act, reasonable attorney's fees, court costs, and collection service fees and costs for any efforts to collect fees from the City.

(C) The Professional shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

(D) The Professional may rely upon the accuracy of information, reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the Information, reports and surveys.

(E) Subject to the following terms and conditions, Professional shall provide professional management, government, revenue and tax, and computer consulting services ("Services") in accordance with written statements of work agreed to by the parties (each, a "Statement of Work") attached hereto as Exhibit A, which may be subsequently amended by the parties. Each Statement of Work and any subsequent amendments thereto shall be executed on behalf of each of the parties, whereupon it shall be deemed incorporated herein by reference as though fully set forth herein. The parties agree that certain Statements of Work may be delegated by Professional, with the consent of the City pursuant to Section 6 (A), to different affiliates or entities that shall operate under the terms set forth in this Agreement. The terms and conditions set forth herein are controlling in the event of conflicting terms in any Statement of Work.

(F) Professional shall be responsible for providing the Services in substantial accordance with each Statement of Work. Professional will render the services provided under this Agreement in a workmanlike manner in accordance with industry standards.

(G) City agrees to provide reasonable facilities and space should Professional work on City's premises as may be reasonably required for the performance of the Services set forth in this Agreement and in any Exhibit hereto.

### **Section 3. Compensation.**

(A) The Professional shall be paid in the manner set forth in **Exhibit "A"** and as provided herein.

(B) *Billing Period:* The Professional may submit monthly, or less frequently, an invoice for payment based on the estimated completion of the described tasks and approved work schedule. Subject to Chapter 2251, Texas Government Code (the "Prompt Payment Act"), payment is due within thirty (30) days of the City's receipt of the Professional's

invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.

(C) *Reimbursable Expenses*: Any and all reimbursable expenses related to the Project shall be included in the scope of services (**Exhibit “A”**) and accounted for in the total contract amount. If these items are not specifically accounted for in **Exhibit “A”** they shall be considered subsidiary to the total contract amount.

(D) City shall compensate Professional the fees set forth in each Statement of Work. Professional shall be entitled to compensation for time which is actually spent providing the Services set forth in each Statement of Work.

#### **Section 4. Changes to the Project Work; Additional Work.**

(A) *Changes to Work*: Professional shall make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work. If the City finds it necessary to make changes to previously satisfactorily completed work or parts thereof, the Professional shall make such revisions if requested and as directed by the City and such services will be considered as additional work and paid for as specified under following paragraph.

(B) *Additional Work*: Work that is clearly not within the general description of the Scope of Work and does not otherwise constitute special services under this Agreement must be approved in writing by the City by supplemental agreement before the additional work is undertaken by the Professional. If the Professional is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Work governing the project and therefore constitutes additional work, the Professional shall promptly notify the City of that opinion, in writing. If the City agrees that such work does constitute additional work, then the City and the Professional shall execute a supplemental agreement for the additional work and the City shall compensate the Professional for the additional work based on the rates contained in the Scope of Work. If the changes deduct from the extent of the Scope of Work, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. Any work undertaken by Professional not previously approved as additional work shall be at risk of the Professional.

## **Section 5. Insurance.**

Before commencing work under this Agreement, Professional shall obtain and furnish to the City evidence of the following insurance during the term of this Agreement and thereafter as required herein:

*Professional Liability Insurance:* professional errors and omissions liability insurance with limits of liability not less than \$1,000,000 per occurrence covering all work performed by the Professional, its employees, sub-contractors, or independent contractors. If this coverage can only be obtained on a "claims made" basis, the certificate of insurance must clearly state coverage is on a "claims made" basis and coverage must remain in effect for at least two years after final payment with the Professional continuing to furnish the City certificates of insurance.

*Workers Compensation Insurance:* The Professional shall carry and maintain during the term of this Agreement, workers compensation and employer's liability insurance meeting the requirements of the State of Texas on all the Professional's employees carrying out the work involved in this contract.

*General Liability Insurance:* The Professional shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Professional or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

*Automobile Liability Insurance:* Professional shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Professional or its employees.

*Subcontractor:* In the case of any work sublet, the Professional shall require subcontractor and independent contractors working under the direction of either the Professional or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Professional.

*Qualifying Insurance:* The insurance required by this Agreement shall be written by non-assessable insurance company licensed to do business in the State of Texas and

currently rated "B" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form.

## **Section 6. Miscellaneous Provisions.**

(A) *Subletting.* The Professional shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor.

(B) *Intellectual Property.* Documentation, materials or intellectual property (collectively, the "Work Product") are works which have been specially commissioned by the City and are "work made for hire" for the City and the City shall own all right, title, and interest therein. City shall be considered the author of the Work Product for purposes of copyright and shall own all the rights in and to the copyright of the Work Product and only the City shall have the right to obtain a copyright registration on the same which the City may do in its name, its trade name or the name of its nominee(s). Accordingly, among other things, the City is the author and owner of the Work Product and shall have the sole and exclusive rights to do and authorize any and all of the acts set forth in Section 106 of the Copyright Act with respect to the Work Product and any derivatives thereof, and to secure any and all renewals and extensions of such copyrights. Work Product shall be assigned, transferred, released and conveyed to the City including all rights, title and interest to such Work Product, including but not limited to all other patent rights, copyrights, and trade secret rights.

(C) *Professional's Seal.* To the extent that the Professional has a professional seal it shall place on all documents and data furnished by the Professional to the City. All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the Professional's industry. The plans, specifications and data provided by Professional shall be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by the City and Professional.

(D) *Compliance with Laws.* The Professional shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any

courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Professional shall furnish the City with satisfactory proof of compliance.

(E) *Independent Contractor.* Professional acknowledges that Professional is an independent contractor of the City and is not an employee, agent, official or representative of the City. Professional shall not represent, either expressly or through implication, that Professional is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Professional.

(F) *Non-Collusion.* Professional represents and warrants that Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Professional further agrees that Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the services performed by Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Professional, Professional shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Professional under or pursuant to this Agreement.

(G) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

(H) *Conflicts.* In the case of any conflicts between the terms of this Agreement and wording contained within the Scope of Services, this Agreement shall govern. The Scope of Services is intended to detail the technical scope of services, fee schedule, and contract time only and shall not dictate Agreement terms.

(I) *Disclaimer.* EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, IDS DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED UNDER THIS AGREEMENT OR THE RESULTS OBTAINED FROM IDS' WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(J) *Confidential Information.* Each Party acknowledges that in the performance of its obligations hereunder, either Party may have access to information belonging to the other which is proprietary, private and highly confidential ("Confidential Information"). Each party, on behalf of itself and its employees, agrees not to disclose to any third party any Confidential Information to which it may have access while performing its obligations hereunder without the written consent of the disclosing party which shall be executed by an officer of such disclosing party. Confidential Information does not include: (i) written information legally acquired by either party prior to the negotiation of this Agreement, (ii) information which is or becomes a matter of public knowledge, (iii) information which is or becomes available to the recipient party from third parties and such third parties have no confidentiality obligations to the disclosing party, and (iv) information subject to disclosure under any state or federal laws.

(K) Professional agrees that any work product or any other data or information that is provided by City in connection with the Services shall remain the property of City, and shall be returned promptly upon demand by City, or if not earlier demanded, upon expiration of the Services provided under each Statement of Work hereto.

(L) *Nonsolicitation of Employees.* During the period in which any Exhibit to this Agreement is in effect and for a period of twelve (12) months thereafter, each party agrees it will not, without the prior written consent of the other party, solicit the employees of the other party for the purpose of offering them employment; provided, however, that good faith solicitations by way of mass media (i.e., newspapers, internet) shall not be deemed to be a violation of this Section

(M) *Use of Customer Name.* Customer hereby consents to IDS use of Customer's name in IDS marketing materials; provided, however, that Customer's name shall not be so used in such a fashion that could reasonably be deemed to be an endorsement by Customer of IDS.

## **Section 7. Termination**

(A) This Agreement may be terminated:

(1) By the mutual agreement and consent of both Professional and City;

(2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;

(3) By the City, immediately upon notice in writing to the Professional, as consequence of the failure of Professional to perform the services contemplated by this Agreement in a timely or satisfactory manner;

(4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Professional.

(B) This Agreement shall be effective ("Term") from the signing date of this Agreement and shall continue thereafter until terminated Party may terminate one or more of a Statement of Work, without terminating either this Agreement or another Statement of Work.

(C) Termination for any cause or under any provision of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.

(D) The provisions set forth above in Section 3 (Compensation), Section 6(j) (Confidential Information), and Section 6(b) (Intellectual Property) and below in Section 10 (No Assignment), Section 6(l) (Non-Solicitation of Employees), and Section 7 6(m) Use of Customer Name) shall survive termination of this Agreement.

(E) If the City terminates this Agreement pursuant to Subsection 7(A)(2) or (3), above, the Professional shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Professional considering the actual costs incurred by the Professional in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Professional to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination not the fault of the

Professional, the Professional shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

### **Section 8. Indemnification.**

Professional shall indemnify, defend and hold harmless the City of Kemah, Texas and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by Professional or Professional's agent, consultant under contract, or another entity over which Professional exercises control (whether active or passive) of Professional or its employees, agents or sub-contractors (collectively referred to as "Professional") (ii) the failure of Professional to comply with any of the paragraphs herein or the failure of Professional to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Professional expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of Professional, or any of its sub-contractors, as provided above, for which Professional's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require Professional to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee's own negligence or willful misconduct. All indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Professional in performing Services under this Agreement.

For Professional Liability Claims, Professional shall be liable for reasonable defense costs incurred by Indemnitees but only after final adjudication and to the extent and percent that Professional or Professional's agents are found negligent or otherwise at fault. As used in this Agreement, final adjudication includes any negotiated settlement and release of claims, without limitation as to when a negotiated settlement and release of claims occurs.

## **Section 9. Notices.**

(A) Any notice required or desired to be given from one Party to the other Party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such Party by courier receipted delivery. Either Party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other Party, the last address of such party designated for notice shall remain such Party's address for notice.

## **Section 10. No Assignment.**

Neither Party shall have the right to assign that Party's interest in this Agreement without the prior written consent of the other Party.

## **Section 11. Severability.**

If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

## **Section 12. Waiver.**

Either City or the Professional shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

### **Section 13. Governing Law; Venue.**

This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Galveston County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Galveston County, Texas.

### **Section 14. Paragraph Headings; Construction.**

The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both Parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either Party.

### **Section 15. Binding Effect.**

Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

### **Section 16. Gender.**

Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

### **Section 17. Counterparts.**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

### **Section 18. Exhibits.**

All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

### **Section 19. Entire Agreement.**

It is understood and agreed that this Agreement contains the entire agreement between the Parties and supersedes any and all prior agreements, arrangements or understandings between the Parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

### **Section 20. Relationship of Parties.**

Nothing contained in this Agreement shall be deemed or construed by the Parties hereto or by any third Party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the Parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

### **Section 21. Right To Audit.**

City shall have the right to examine and audit the books and records of Professional with regards to the work described in **Exhibit “A”**, or any subsequent changes, at any reasonable time. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

### **Section 22. Dispute Resolution.**

The Parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the Parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied Party to the other Party, which notice shall request a written response to be delivered to the dissatisfied Party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied Party, the dissatisfied party shall give notice to that effect to the other Party whereupon each party shall appoint a person having authority over the activities of the respective Parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the Parties shall each appoint a person from the highest tier of managerial responsibility within each respective Party, who shall then promptly meet, in person, in an effort to resolve the dispute.

**Section 23. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire.**

Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

**Section 24. Certificate of Interested Parties (TEC Form 1295).**

For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from the Professional a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission (“TEC”), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Professional understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC’s website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 must be provided to the City prior to the award of the contract. The City does not have the ability to verify the information included in a TEC Form 1295, and does not have an obligation or undertake responsibility for advising Professional with respect to the proper completion of the TEC Form 1295.

**Section 25. Texas Government Code Mandatory Provision**

**(A) Boycott Israel provision**

The City of Kemah may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; and (ii) will not boycott Israel during the term of the contract. (Texas Government Code, Chapter 2270.002) by entering into this Agreement, the Professional hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as that term is defined in the Texas Government Code, Section 808.001, as amended. Further, the Professional hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organization.

**(B) Energy Company Boycotts** “Professional” represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, “Professional” shall promptly notify City.

(C) **Firearm Entities and Trade Association Discrimination** “Professional” verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, “Professional” shall promptly notify City.

### **Section 26. Complete Agreement**

This Agreement, along with each Statement of Work attached hereto from time to time, contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof.

**EXECUTED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

#### **CITY:**

By: \_\_\_\_\_  
Name: Cesar Garcia  
Title: City Manager

#### **ADDRESS FOR NOTICE:**

#### **CITY**

Cesar Garcia, City Manager  
City of Kemah, Texas  
1401 State Hwy 146  
Kemah, Texas 77565

with a copy to:

City Attorney  
City of Kemah, Texas  
1401 State Hwy 146  
Kemah, Texas 77565

#### **PROFESSIONAL:**

By: \_\_\_\_\_  
Name: [Travis S. Sellers, P.E., ENV SP](#)  
Title: [Senior Vice-President](#)

#### **PROFESSIONAL**

[Travis S. Sellers, P.E., ENV SP](#)  
IDS Engineering Group  
13430 Northwest Freeway, STE 700  
Houston, TX 77040

## REQUIRED CONTRACT PROVISIONS

*Italics – Explanatory; not contract language*

### All Contracts

THRESHOLD	PROVISION	CITATION
None	(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, and the Texas Department of Agriculture (TDA), and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts and to closeout the City's/County's TxCDBG contract with TDA.	2 CFR 200.336 (former 24 CFR 85.36(i)(10))
None	Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.	2 CFR 200.333 (former 24 CFR (85.36(i)(11))
None	<p>Sec. 176.003. CONFLICTS DISCLOSURE STATEMENT REQUIRED.</p> <p>(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:</p> <p>(1) the vendor enters into a contract with the local governmental entity or the local governmental entity is considering entering into a contract with the vendor; and</p> <p>(2) the vendor:</p> <p>(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:</p> <p>(i) a contract between the local governmental entity and vendor has been executed; or</p> <p>(ii) the local governmental entity is considering entering into a contract with the vendor;</p> <p>(B) has given to the local government officer or a family member of the officer one or more gifts that have an</p>	<u>Chapter 176 of the Local Government Code</u>

	<p>aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:</p> <p>(i) a contract between the local governmental entity and vendor has been executed; or</p> <p>(ii) the local governmental entity is considering entering into a contract with the vendor; or has a family relationship with the local government officer.</p> <p>(a-1) A local government officer is not required to file a conflicts disclosure statement in relation to a gift accepted by the officer or a family member of the officer if the gift is:</p> <p>(1) a political contribution as defined by Title 15, Election Code; or</p> <p>(2) food accepted as a guest.</p> <p>(a-2) A local government officer is not required to file a conflicts disclosure statement under Subsection (a) if the local governmental entity or vendor described by that subsection is an administrative agency created under Section 791.013, Government Code.</p> <p>(b) A local government officer shall file the conflicts disclosure statement with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of the statement under Subsection (a).</p>	
>\$10,000	<p><i>(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.</i></p> <p><b><i>Use the following language for contracts &gt; \$ 10,000:</i></b></p> <p><b><u>Termination for Cause</u></b></p> <p>If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City/County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City/County, be turned over to the City / County and become the property of the City / County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.</p>	<p>2 CFR 200 APPENDIX II(B)</p>

	<p>Notwithstanding the above, the Contractor shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of contract by the Contractor, and the City/County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.</p> <p><b><u>Termination for Convenience of the City/County</u></b></p> <p>City/County may at any time and for any reason terminate Contractor's services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.</p> <p>[Parties should include the manner by which such termination will be effected and the basis for settlement or any other terms and conditions concerning payment upon such termination.]</p>	
>\$50,000	<p>(A) <i>Contracts for more than \$50,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.</i></p> <p><b><u>Use the following language for contracts &gt; \$50,000:</u></b></p> <p><b><u>Resolution of Program Non-compliance and Disallowed Costs</u></b></p> <p>In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. <i>[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]</i> If the matter is not resolved through such mediation within 60 days</p>	2 CFR 200 APPENDIX II (A)

	of the initiation of that procedure, either party may proceed to file suit.	
Option Contract Language for Procurement before Grant Funds Awarded	Payment of the fees [described in ____ section] shall be contingent on CDBG funding. In the event that grant funds are not awarded to the City / County by TDA through the TxCDBG program, this agreement shall be terminated by the City / County.	2 CFR 200.319(a)

### **Additional provisions for administration & engineering contracts associated with construction contracts**

THRESHOLD	PROVISION	CITATION
\$10,000	<p><i>(Italics – Explanatory; not contract language)</i></p> <p><i>2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</i></p> <p><i>Therefore, include the following EO clause (not in italics) in construction contracts including construction associated administration and engineering contracts &gt; \$10,000:</i></p> <p><b>§60-1.4(b) Equal opportunity clause.</b></p> <p><i>(b) Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</i></p> <p><i>The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</i></p> <p><i>During the performance of this contract, the contractor agrees as follows:</i></p>	<p>41 CFR §60-1.4(b) And 2 CFR 200 APPENDIX II (C)</p>

<p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September</p>	
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24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise

	<p>assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p> <p>(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.</p> <p>(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.</p> <p>(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.</p> <p>(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.</p> <p>[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]</p>	
>\$100,000	<p><i>§135.38 Section 3 clause</i>  <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p>	24 CFR §135.38

	<p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection</p>	
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	with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
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## **Construction Contracts**

THRESHOLD	PROVISION	CITATION
>\$2,000 for Davis Bacon and Copeland “Anti-Kickback” Act; >\$100,000 for Contract Work Hours and Safety Standards Act	<p><i>HUD 4010 Federal labor standards provisions include:</i></p> <ol style="list-style-type: none"> <li>1. <i>Davis Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by DOL regulations (29 CFR part 5);</i></li> <li>2. <i>Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3); and</i></li> <li>3. <i>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.)</i></li> </ol> <p><i>See HUD 4010 contract language in Appendix F. Inclusion of this language into the construction contract satisfies contract requirements of the separate acts noted.</i></p>	
>\$2,000 (Satisfied with inclusion of HUD 4010)	<p><i>Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland “Anti-Kickback” Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):</i></p> <p>(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and</p>	2 CFR 200 APPENDIX II (D)

	<p>Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	
>\$10,000	<p><i>(Italics – Explanatory; not contract language)</i></p> <p><i>2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</i></p> <p><i>Therefore, include the following EO clause (not in italics) in construction contracts including construction associated administration and engineering contracts &gt; \$10,000:</i></p> <p><b>\$60-1.4(b) Equal opportunity clause.</b></p> <p><i>(b) Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</i></p> <p><i>The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</i></p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to</p>	<p>41 CFR §60-1.4(b) And 2 CFR 200 APPENDIX II (C)</p>

<p>ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for</p>	
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<p>purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a</p>	
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	<p>contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p> <p>(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.</p> <p>(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.</p> <p>(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.</p> <p>(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.</p> <p>[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]</p>	
≥\$100,000	<p>(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)— Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also</p>	<p>2 CFR 200 APPENDIX II (I) and 24 CFR §570.303</p>

	<p>disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p>	
<p>&gt;\$100,000 (Satisfied with inclusion of HUD 4010)</p>	<p>(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	<p>2 CFR 200 APPENDIX II (E)</p>
<p>&gt;\$100,000</p>	<p><b>§135.38 Section 3 clause</b>  <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and</p>	<p>24 CFR §135.38</p>

	<p>location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
>\$150,000	<p>(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p>	<p>2 CFR 200 APPENDIX II (G)</p>

## IDS Engineering Group

### Attachment "A" – Terms and Conditions

#### 1. AUTHORIZATION TO PROCEED

Signing this Agreement shall be construed as express authorization by CLIENT for IDS to proceed with the work, unless otherwise provided for in the Agreement.

#### 2. USE OF DOCUMENTS

All documents produced by IDS under this Agreement shall be considered "works made for hire" for which the CLIENT owns the copyright. Should CLIENT use any documents in circumstances in which IDS is no longer involved in the Project, the CLIENT shall defend and indemnify IDS on account of any such use. Notwithstanding the foregoing, IDS may retain copies of the documents for archival purposes and may use such details and/or designs that are generally recognized as standard or of common usage in the industry for any purpose and without any cost or expense.

Unless specifically provided for in the Agreement, files in electronic media will not be transmitted. Files in electronic media format of text, data, graphics, or other types, if any, will be furnished by IDS only for convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

#### 3. STANDARD OF CARE

IDS shall use the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project. Where construction phase services are included, it is understood that the proposed services specifically exclude any review of the Contractor's means and methods of construction and safety procedures. The means, methods and safety procedures will remain the sole responsibility of the Contractor and IDS shall have no liability or obligation with respect thereto.

#### 4. COST ESTIMATES

Any cost estimates provided by IDS will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, IDS cannot and does not warrant that bids or ultimate construction costs will not vary from these cost estimates.

#### 5. PAYMENT TO IDS

Monthly invoices will be issued by IDS for all work performed under the terms of this Agreement. Invoices are due and payable in full on receipt. Interest at the rate of 1.5% per month will be charged on all past-due amounts (45 days after invoice date), unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law. No retainage will be withheld from payment.

#### 6. DIRECT EXPENSES

Certain expenses incurred by IDS in performing this assignment will be billed to the CLIENT at direct cost. These include regulatory fees, reproduction costs, travel expenses when traveling outside IDS's local office and adjacent counties, including meals, lodging, use of automobile at the current IRS approved rate and airline fares. Reimbursement for these EXPENSES shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by IDS.

#### OUTSIDE SERVICES

#### 7. When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for IDS's administrative costs, as provided for in this Agreement.

#### 8. ADDITIONAL SERVICES

Services in addition to those specified in Scope will be provided by IDS if authorized by CLIENT. Additional services will be paid by CLIENT as provided for in this Agreement.

#### 9. SALES TAX

In accordance with the State Sales Tax Codes, certain professional and surveying services are taxable. Applicable sales tax is not included in the proposed fee. Sales tax at the applicable rate will be indicated on invoice statements and shall become part of the amount due and payable pursuant to the Agreement.

#### 10. SUSPENSION/TERMINATION

When invoices are delinquent for more than forty-five (45) days, CLIENT will be considered in breach of this Agreement and all services may be suspended. IDS shall not be responsible for delays in the Project caused by such suspension. Either CLIENT or IDS may terminate this Agreement by giving 30 days written notice to the other party. In such event CLIENT shall forthwith pay IDS in full for all work previously authorized and performed prior to effective date of termination or receipt of such notice, whichever is later. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

#### 11. LIMITATION OF LIABILITY

**IDS'S LIABILITY TO THE CLIENT FOR ANY CAUSE OR COMBINATION OF CAUSES IS IN THE AGGREGATE, LIMITED TO AN AMOUNT NO GREATER THAN THE FEES EARNED UNDER THIS AGREEMENT.**

**TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER COMPANY, NOR THE CONSULTANT, NOR THEIR SUB CONSULTANTS, IF ANY, NOR THEIR RESPECTIVE AFFILIATES SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES (EXTRAORDINARY DAMAGES), WHETHER OR NOT FORESEEABLE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER LIABILITY IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER BASIS OF LIABILITY.**

#### 12. MEDIATION

All claims, disputes, and other matters in question arising out of, or relating to, this Agreement or the breach thereof may be decided by mediation. Either CLIENT or IDS may initiate a request for such mediation, but consent of the other party to such procedure shall be mandatory. No mediation arising out of, or relating to this Agreement may include, by consolidation, joinder, or in any other manner, any additional party not a party to this Agreement.

#### 13. LITIGATION

This Agreement shall be construed under and in accordance with the internal law, and not the law of conflicts, of the State of Texas. In the event legal action is brought by CLIENT or IDS against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

#### 14. SURVEYING SERVICES

In accordance with the Professional Land Surveying Practices Act of 1989, revised July 1999, CLIENT is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Engineers and Land Surveyors, 1917 S. Interstate 35, Austin, Texas 78741, (512) 440-7723.

#### 15. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall be held illegal or invalid, the enforceability of the remaining provisions contained herein shall not be impaired thereby and the provision which is determined to be illegal or invalid shall be replaced by a legal and valid provision which reflects the expressed intent of the parties to the maximum extent allowed by applicable law.

**IDS ENGINEERING GROUP**  
**ENGINEERING AND SURVEYING SERVICES ON TIME AND MATERIALS BASIS**

For and in consideration of the services to be rendered by the Engineer, the Owner, Client, or District, as applicable, shall pay, and the Engineer shall receive the compensation on a time and materials basis hereinafter set forth. Engineer will invoice Owner, Client, or District for services performed on a monthly basis.

Engineering Services performed on a time and materials basis would be based on the actual hourly salary cost rates for members of our staff times a multiplier of 2.3. The following is a list of typical hourly salary costs and billing rates for various staff categories:

**ENGINEERING SERVICES TYPICAL BILLING RATE SCHEDULE**

<u>Staff Category</u>	<u>Salary Cost</u>	<u>Multiplier</u>	<u>Typical Hourly Billing Rate</u>
Principal .....	\$152.00	2.3	\$350.00
Senior Project Manager .....	\$130.00	2.3	\$300.00
Project Manager .....	\$100.00	2.3	\$230.00
Design Manager .....	\$102.00	2.3	\$235.00
Project Engineer .....	\$87.00	2.3	\$200.00
Design Engineer .....	\$76.00	2.3	\$175.00
Senior Designer .....	\$87.00	2.3	\$200.00
GIS Technician .....	\$63.00	2.3	\$145.00
CADD Technician .....	\$63.00	2.3	\$145.00
Construction Manager.....	\$139.00	2.3	\$320.00
Construction Observer .....	\$74.00	2.3	\$170.00
Administrative .....	\$59.00	2.3	\$135.00

In addition, certain expenses incurred by us in performing this assignment will be billed to the Owner, Client, or District at direct cost plus ten percent (10%). These include long distance telephone calls, reproduction costs, travel expenses including meals, lodging, use of automobile at current IRS rate per mile and airline fares. Certain subcontract services such as soil borings and tests will be billed to you at our direct cost plus ten percent (10%).

**SURVEYING SERVICES TYPICAL BILLING RATE SCHEDULE**

<u>Staff Category</u>	<u>Typical Hourly Billing Rate</u>
Survey Director (RPLS) .....	\$285.00
Survey Manager (RPLS).....	\$235.00
Registered Surveyor (RPLS): .....	\$215.00
Survey Coordinator.....	\$175.00
Survey Technician .....	\$145.00
Administrative .....	\$135.00
Survey Crew .....	\$275.00

Survey Crew rates are inclusive of all normal material, equipment, and vehicle costs, and we bill "portal to portal". Overtime rates, when required and approved by Owner, Client, or District, would be invoiced at 1.50 times the listed rates. Expenses for hourly per diems, hotel expenses, substantial or special materials and/or services or expenses required for specific projects, (e.g. delivery charges, reproduction costs, special property identification markers, specialized vehicle and equipment rentals, subcontracted labor and equipment for clearing, charges by public and private utilities for pipeline probing, subcontracted services by abstracting and/or title companies) will be billed at cost. Certain Surveying Services are subject to State and Local Sales Taxes which will be included on the invoice, in addition to billing rates and service charges.

# Request for Qualification (RFP) for Engineering/Architectural/Surveying Services - Cover Letter

## Date

Re: Texas General Land Office ("GLO") **Community Development Block Grant Disaster Recovery (CDBG-DR) Local Communities Program (LCP)**

Dear Service Providers:

Attached is a copy of the City of Kemah's Request for Qualifications ("RFQ") for professional Engineering/Architectural/Surveying services. These services are being solicited to assist the City of Kemah in its application(s) for and implementation of one or more contracts, if awarded, from the GLO's CDBG – DR Local Communities Program(LCP). The City of Kemah is considering applying for such funding for disaster recovery and activities.

Service providers may submit proposals for any or all activities. Multiple contracts may be awarded as a result of this solicitation. The City will, in its sole discretion, determine the number of contracts awarded, and may decide not to award any contracts.

The submission requirements for this proposal are included in the attached RFQ. Please submit a proposal of services and statement of qualifications to:

Cesar Garcia, City Administrator  
1401 Highway 146, Kemah, TX 77565  
cgarcia@kemahtx.gov

The deadline for submission of proposals is (Insert the same Date & Time you included in the newspaper notice). It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting provider. The City of Kemah reserves the right to negotiate with any and all service providers submitting timely proposals.

The City of Kemah is an Affirmative Action/Equal Opportunity Employer. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit proposals.

Sincerely,

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Cesar Garcia, City Administrator

## RFQ for Engineering/Architectural/Surveying Services

The City of Kemah is seeking well-qualified engineering/architectural/surveying service provider(s) to assist the City in preparing application(s) for and in the overall implementation of proposed **Community Development Block Grant Disaster Recovery (CDBG-DR) Local Communities Program (LCP)** project(s), if funded by the Texas General Land Office (GLO). The following outlines the RFP:

### 1. Scope of Work

#### ***Engineer/Architectural/Surveying Services***

A sample detailed Scope of Work provided by GLO is enclosed as Exhibit A. The engineering/architectural/surveying to be hired it to provide all application and project related engineering/architectural/surveying services, including but not limited to the following:

##### Pre-Funding Services\*

Engineering/architectural/surveying firm will develop project scope, budget, project map(s), as well as define proposed project service/impact areas. The provider will work with the local government and Administrator, if applicable, to provide concise information needed for the submission of one or more complete disaster recovery funding applications and related documents. The required information shall be submitted in a format to be described by the GLO.

##### Post-Funding Services

Engineering/architectural/surveying will manage and implement complete infrastructure, utilities, and eligible projects approved for disaster recovery funding. The selected engineering/architectural/surveying firm must follow all requirement of the HUD CDBG-DR program as administered by GLO.

- Initial Engineering and Design Support
- Engineering and Final Design Support
- Contract Procurement (Bid and Award) Support
- Contract Management and Construction Oversight
- Specialized Services

Please specify a complete list of actual tasks to be performed under each of these categories in your response, including, if necessary, a **brief** description of each task.

*\*Pre-funding services are generally ineligible for CDBG-DR reimbursement.*

### 2. Statement of Qualifications

The City is seeking qualified professional engineering/architectural/surveying service providers, registered in the State of Texas, experienced in grant application preparation activity delivery. Please provide the following as it relates to your qualifications:

- A brief history of the service provider, including general background, knowledge of and experience working with relevant agencies and programs;
- Related experience in applying for and managing federally-funded local projects, in particular recent experience;
- A description of work performance and experience with CDBG, CDBG Disaster Recovery, FEMA Hazard Mitigation or similar projects including a list of at least three references from past local government clients, with information describing the relevancy of the previous performance;
- Describe which specific parts of the Scope of Work the service provider proposes to perform;

- Describe the capacity to perform the chosen Scope of Work activities as well as resumes of all employees who may be assigned to provide services if your firm is selected, identifying current employees and proposed hires; and
- A statement substantiating the resources of the service provider and the ability to carry out the scope of work requested within the proposed timeline.

3. **Evaluation Criteria** - The proposal received will be evaluated and ranked according to the following criteria and using the rating sheet enclosed:

Criteria	Maximum Points
Experience	60
Work Performance	25
Capacity to Perform	15
<b>Total</b>	100

4. **Submission Requirements**

- A copy of your current **certificate of insurance** for professional liability.
- **Statement of Conflicts of Interest** (if any) the service provider or key employees may have regarding these services, and a plan for mitigating the conflict(s). Note that the City may in its sole discretion determine whether or not a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.
- **System for Award Management.** Service provider and its Principals, may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the service provider as well as the its principals are not listed (are not debarred) through the System for Award Management ([www.SAM.gov](http://www.SAM.gov)). Enclose a print out of the search results that includes the record date.
- **Form CIQ**, (enclosed). Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local government entity disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity. Questionnaire form CIQ is included in the RFP and must be submitted with the response.
- **Certification Regarding Lobbying** (enclosed). Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFP and must be submitted with the response.
- **Form 1295**, (enclosed). Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by awarded vendor at time of signed contract submission. Form 1295 is included in this RFP for your information.
- **Required Contract Provisions.** Applicable provisions (enclosed) must be included in all contracts executed as a result of this RFP.

5. **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.** Small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to participate in this RFP. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the Department of Commerce.

Minority-owned businesses may be eligible for contract procurement assistance with public and private sector entities from MBDA centers:

Houston MBDA Business Center  
2302 Fannin Street, Suite 165, Houston, TX 77002  
713-718-8974  
<https://www.hccs.edu/hcc-in-the-community/entrepreneurial-initiatives/mbda/>

Dallas-Fort Worth MBDA Business Center  
8828 N Stemmons Freeway - Ste 550-B, Dallas, TX 75247  
214-920-2436  
<http://www.mbdadfw.com/>

San Antonio MBDA Business Center  
501 W César E Chávez Blvd, San Antonio, TX 78207  
210-458-2480  
<https://sanantoniombdacenter.com/>

MBDA Business Center – El Paso  
c/o El Paso Hispanic Chamber of Commerce  
2401 E. Missouri Ave.  
El Paso, TX 79903  
915-351-6232 ext. 19  
<https://ephcc.org/blog/growing-my-existing-business/our-mbda-business-center/>

Small and woman-owned businesses may be eligible for assistance from SBA Women's Business Centers:

Houston Women's Business Council, Inc.  
9800 Northwest Freeway, Suite 120, Houston, TX 77018  
713-681-9232  
[wbc@wbea-texas.org](mailto:wbc@wbea-texas.org)

LiftFund - Dallas Fort Worth Women's Business Center  
8828 N. Stemmons Fwy, Suite 142, Dallas, TX 75247  
888-215-2373  
[wbcdfw@liftfund.com](mailto:wbcdfw@liftfund.com)

LiftFund - San Antonio Women's Business Center  
600 Soledad St., San Antonio, TX 78205  
888-215-2373  
[wbc@liftfund.com](mailto:wbc@liftfund.com)

SBA also provides assistance at Small Business Development Centers located across Texas:  
**<https://americanasbdc.org/small-business-consulting-and-training/find-your-sbdc/>**

6. **Deadline for Submission** – Proposals must be received no later than ***(Insert the same proposal due date & time you included in the newspaper notice)***. It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting firm. Please submit an email of your proposal to Cesar Garcia ([cgarcia@kemahtx.gov](mailto:cgarcia@kemahtx.gov)) and **\_\_\_\_\_** (#) of hard copies to the following address:

City of Kemah  
1401 Highway 146  
Kemah, TX 77565

Any questions or requests for clarification must be submitted in writing via EMAIL to the address above at least 3 business days prior to the deadline. The City may, if appropriate, circulate the question and answer to all service providers submitted proposals.

DRAFT

**Texas General Land Office**  
**Community Development Block Grant Disaster Recovery (CDBG – DR) Local Communities Program (LCP)**

**Engineering/Architectural/Surveying Services**  
**Description of Programs**

Below is a description of proposed Community Development Block Grant Disaster Recovery (CDBG-DR) Local Communities Program (LCP) construction/acquisition programs through the Texas General Land Office (GLO). The City anticipates applying for the following programs (please check the appropriate programs below):

Applicant: City of Kemah

**Programs:**

*(Local Government will check boxes for Programs included in this RFP)*

- Texas Severe Storms, Straight-line winds, tornadoes and flooding from DR-4781 (April 26-June 5th 2024)
- Hurricane Beryl DR-4798 (July 5 to July 9 2024)

**CDBG-DR Program Descriptions:**

**Local Communities Program:** The Local Communities Program (LCP) will provide disaster relief, long-term recovery, and restoration of infrastructure or economic revitalization for local communities impacted by the 2024 Disasters. Eligible entities may submit a maximum of two (2) applications per applicant. Submissions will be reviewed based on the selection criteria section below.

*See the GLO's CDBG-DR 2024 Action Plan for more information on the requirements and scopes of these activities:*

*<https://www.glo.texas.gov/disaster-recovery/action-plans>*

*This form will be inserted into the RFQ Packet for engineering purposes.*

**APPROVED BY:**

---

Robin Collins, Mayor



**SCOPE OF SERVICES**  
**Engineering/Architectural/Surveying Services**

The Contractor shall provide the following scope of services:

**SCOPE OF SERVICES REQUESTED**

Providers will help the GLO fulfill State and Federal Community Development Block Grant Disaster Recovery (“CDBG-DR”) statutory responsibilities related to disaster recovery for presidentially declared disasters in Texas. Providers will assist the GLO and grant recipients in the completion of CDBG qualified housing or non-housing projects. Respondents may be qualified to provide Engineering services for housing projects, non-housing projects, or both. Engineering services must be performed in compliance with the U.S. Department of Housing and Urban Development (“HUD”) and guidelines issued by the GLO. Providers will be bound to specific terms and conditions found in the sample general terms and conditions.

**DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS**

Respondents will be required to show the ability to provide all the Engineering services described below. Respondent shall then provide a detailed description of how they meet the requirement, describing their knowledge and experience, as well as providing discrete examples of previous work where applicable.

**General Requirements**

- a) Coordinate, as necessary, between subrecipient and its service providers (i.e., Engineer, Environmental, Contracted Construction Company, Grant Administrator, etc.) and GLO. regarding project design services.
- b) Provide monthly project status updates.
- c) Funding release will be based on deliverables identified in the contract.

**Initial Engineering and Design Support**

Respondents will be required to show the ability to provide all the Engineering services described below:

- a) Assist with the development of grant applications, as necessary.
- b) Provide all project information necessary to ensure timely execution of the environmental review.
- c) Provide preliminary engineering, investigations, and drawings sufficient to achieve the preliminary design milestone, including at a minimum:
  - i. Cross sections/elevations
  - ii. Project layout/staging areas
  - iii. General notes
  - iv. Special notes
  - v. Design details
  - vi. Specifications
  - vii. Utility relocation designs
  - viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
  - ix. Required permits
  - x. Quantities
  - xi. Estimate of construction costs to within +/- 25%
  - xii. Schedules for design, permitting, acquisition and construction
- d) Design surveying, topographic and utility mapping.

- e) Perform subsurface explorations for project sites, as necessary.
- f) Prepare horizontal alignments/layouts for all proposed project alternatives necessary to fully describe the project scope, anticipated limitations, and potential project impacts.
- g) Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for the subrecipient.
- h) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
- i) Submit all necessary deliverables to the appropriate entity for review and comment. Adjust project and/or design to satisfactorily address any comments, as necessary.
- j) Prepare plans and profiles, including vertical design information for the selected alternative.
- k) Identify and address potential obstacles to project implementation (i.e., pipelines, easements, permitting, environmental, etc.) prior to moving forward with the final design.
- l) Support subrecipient with acquisition or property/servitudes/right-of-way documentation as required by the City to facilitate the project, preparing right of way surveys and/or property boundary maps and legal descriptions of parcels to be acquired.
- m) Provide project schedules from cradle to grave in MS Project format or equal as approved by the subrecipient based on GLO guidance.

### **Engineering and Final Design Support**

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to final design support:

- a) Prepare plans and profiles, including necessary design information for the selected alternative sufficient to achieve all detailed design milestones. Examples include, but are not limited to:
  - i. Cross sections/elevations
  - ii. Project layout/staging areas
  - iii. General notes
  - iv. Special notes
  - v. Design details
  - vi. Specifications
  - vii. Utility relocation designs
  - viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
  - ix. Required permits
  - x. Quantities
  - xi. Estimate of construction costs to within +/- 20%
  - xii. Schedules for design, permitting, acquisition and construction
- b) Provide information to appropriate individuals for the development of environmental fund release reports and floodplain maps.
- c) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
- d) Provide hard copy, if necessary, reproducible plan drawings and bid documents, in addition to electronic copies to the subrecipient, upon design completion, and as requested during design. Electronic copies should be in the native format (AutoCAD DWG) along with PDF packages and should contain all corresponding references, databases, or files associated with the completed design documents.
- e) Assist the subrecipient and any service provider related to the project with all necessary documentation to ensure compliance with all Program requirements and regulations.

### **Bid and Award Support**

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to bid and award support.

- a) Submit appropriate items and support subrecipient in the development of complete bid package.
- b) Prepare and assist subrecipient in the advertisements for bid solicitation.
- c) Support development and issuance of bid-related documents necessary to complete bid process (e.g., bid proposal form, bid addenda and supporting documentation).
- d) Attend and support subrecipient at pre-bid conference and bid opening.
- e) Support subrecipient with ongoing communication during bid process.
- f) Support subrecipient to complete bid tabulation and evaluation of responses and provide recommendation for award.
- g) Support subrecipient to negotiate and finalize contract documents, including issuance of the Notice to Proceed, in accordance with program and subrecipient requirements.
- h) Support subrecipient in the conducting of a preconstruction conference.

### **Contract Management and Construction Oversight**

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to contract management and construction oversight.

- a) Ensure delivery of subrecipient project in accordance with contract.
- b) Provide ongoing Construction Oversight Reports detailing the status of construction for subrecipient project.
- c) Review all service provider submittals to ensure compliance with construction contract documents and provide recommendations to subrecipient.
- d) Provide periodic and final inspections and tests reports, as required for the project.
- e) Provide on-site supervision and oversight of construction activities at a minimum on a bi-weekly basis or as directed by the GLO or subrecipient.
- f) Review Construction Change Orders and provide recommendation to subrecipient as to appropriate action.
- g) Review invoice/draw requests and provide recommendation to subrecipient as to appropriate action, in compliance with the construction contract documents.
- h) Obtain independent cost estimates for validation purposes, as required.
- i) Review and respond to requests for information/clarification.
- j) Support subrecipient with issue identification and claims resolutions.
- k) Enter all requisite information into the GLO system of record in accordance with established policies and procedures.
- l) Develop a final “as built” report of quantities, drawings, and specifications.
- m) Issue to the subrecipient, for execution, a Certificate of Construction Completion within 30 days of final inspection approval.
- n) Deliver “as-built” drawings to the subrecipient within 30 days of project completion.
- o) Host and/or attend project coordination meetings in person, by phone, or by video conference, which may or may not fall during normal business hours.
- p) Perform other contract management and construction oversight duties as required to ensure success of the subrecipient project.
- q) Provide necessary certifications to regulatory agencies of project completion and compliance (ex. TCEQ).
- r) Submit all final invoices within 60 days after contract or work order expiration.

### **Specialized Services**

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to specialized services.

- a) Provide Geotechnical Investigations as may be required for a project.
- b) Provide Detailed Surveying as may be required for a project.
- c) Provide Site Specific Testing as may be required for a project.

- d) Provide Archeological Studies as may be required for a project.
- e) Provide Planning Studies as may be required for a project.
- f) Provide Feasibility Studies as may be required for a project.
- g) Provide Legal documentation for property and/or easements to be acquired (i.e., field notes, etc.).
- h) Provide Phase I and Phase II environmental site assessments as requested.

# Engineer/Architect/Surveyor Rating Sheet

Grant Recipient \_\_\_\_\_  
 Name of Respondent \_\_\_\_\_  
 Evaluator's Name \_\_\_\_\_

CDBG-DR  
 Date of Rating \_\_\_\_\_

## Experience -- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max.Pts.</u>	<u>Comments</u>
1. Has previously designed _____ type of projects	20	_____
2. Has worked on federally funded construction projects	15	_____
3. Has worked on projects that were located in this general region.	10	_____
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)		
4. Extent of experience in project construction management	15	_____
<b>Subtotal, Experience</b>	<b>60</b>	_____

## Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	_____
2. Manages projects within budgetary constraints	5	_____
3. Work product is of high quality	10	_____
<b>Subtotal, Performance</b>	<b>25</b>	_____

**NOTE:** Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

## Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	_____
2. Adequacy of Resources	5	_____
3. Professional liability insurance is in force	5	_____
<b>Subtotal, Capacity to Perform</b>	<b>15</b>	_____

## **TOTAL SCORE**

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	_____
<input type="checkbox"/> Work Performance	25	_____
<input type="checkbox"/> Capacity to Perform	15	_____
<b>Total Score</b>	<b>100</b>	_____

## **Insert Certificate of Insurance**

## **Insert System for Award Management (SAM) record search for company name and company principal**

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

## OFFICE USE ONLY

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

## Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

---

Signature of Contractor's Authorized Official

---

Printed Name and Title of Contractor's Authorized Official

---

Date

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB  
0348-0046

## Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

(To be completed by awarded vendor)

## CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
		</td		

5 Check only if there is NO Interested Party.

1

## 6 UNSWORN DECLARATION

My address \_\_\_\_\_ (street) \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip code) \_\_\_\_\_ (country) \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
(month) (year)

Signature of authorized agent of contracting business entity  
(Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**

## REQUIRED CONTRACT PROVISIONS

*Italics – Explanatory; not contract language*

### All Contracts

THRESHOLD	PROVISION	CITATION
None	(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, and the Texas Department of Agriculture (TDA), and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts and to closeout the City's/County's TxCDBG contract with TDA.	2 CFR 200.336 (former 24 CFR 85.36(i)(10))
None	Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.	2 CFR 200.333 (former 24 CFR (85.36(i)(11))
None	<p>Sec. 176.003. CONFLICTS DISCLOSURE STATEMENT REQUIRED.</p> <p>(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:</p> <p>(1) the vendor enters into a contract with the local governmental entity or the local governmental entity is considering entering into a contract with the vendor; and</p> <p>(2) the vendor:</p> <p>(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:</p> <p>(i) a contract between the local governmental entity and vendor has been executed; or</p> <p>(ii) the local governmental entity is considering entering into a contract with the vendor;</p> <p>(B) has given to the local government officer or a family member of the officer one or more gifts that have an</p>	<u>Chapter 176 of the Local Government Code</u>

	<p>aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:</p> <ul style="list-style-type: none"> <li>(i) a contract between the local governmental entity and vendor has been executed; or</li> <li>(ii) the local governmental entity is considering entering into a contract with the vendor; or has a family relationship with the local government officer.</li> </ul> <p>(a-1) A local government officer is not required to file a conflicts disclosure statement in relation to a gift accepted by the officer or a family member of the officer if the gift is:</p> <ul style="list-style-type: none"> <li>(1) a political contribution as defined by Title 15, Election Code; or</li> <li>(2) food accepted as a guest.</li> </ul> <p>(a-2) A local government officer is not required to file a conflicts disclosure statement under Subsection (a) if the local governmental entity or vendor described by that subsection is an administrative agency created under Section 791.013, Government Code.</p> <p>(b) A local government officer shall file the conflicts disclosure statement with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of the statement under Subsection (a).</p>	
>\$10,000	<p><i>(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.</i></p> <p><b><i>Use the following language for contracts &gt; \$ 10,000:</i></b></p> <p><b><u>Termination for Cause</u></b></p> <p>If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City/County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City/County, be turned over to the City / County and become the property of the City / County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.</p>	<p>2 CFR 200 APPENDIX II(B)</p>

	<p>Notwithstanding the above, the Contractor shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of contract by the Contractor, and the City/County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.</p> <p><b><u>Termination for Convenience of the City/County</u></b></p> <p>City/County may at any time and for any reason terminate Contractor's services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.</p> <p>[Parties should include the manner by which such termination will be effected and the basis for settlement or any other terms and conditions concerning payment upon such termination.]</p>	
>\$50,000	<p>(A) <i>Contracts for more than \$50,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.</i></p> <p><b><u>Use the following language for contracts &gt; \$50,000:</u></b></p> <p><b><u>Resolution of Program Non-compliance and Disallowed Costs</u></b></p> <p>In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. <i>[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]</i> If the matter is not resolved through such mediation within 60 days</p>	2 CFR 200 APPENDIX II (A)

	of the initiation of that procedure, either party may proceed to file suit.	
Option Contract Language for Procurement before Grant Funds Awarded	Payment of the fees [described in ____ section] shall be contingent on CDBG funding. In the event that grant funds are not awarded to the City / County by TDA through the TxCDBG program, this agreement shall be terminated by the City / County.	2 CFR 200.319(a)

### **Additional provisions for administration & engineering contracts associated with construction contracts**

THRESHOLD	PROVISION	CITATION
\$10,000	<p><i>(Italics – Explanatory; not contract language)</i></p> <p><i>2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</i></p> <p><i>Therefore, include the following EO clause (not in italics) in construction contracts including construction associated administration and engineering contracts &gt; \$10,000:</i></p> <p><b>§60-1.4(b) Equal opportunity clause.</b></p> <p><i>(b) Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</i></p> <p><i>The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</i></p> <p><i>During the performance of this contract, the contractor agrees as follows:</i></p>	<p>41 CFR §60-1.4(b) And 2 CFR 200 APPENDIX II (C)</p>

<p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September</p>	
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24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise

	<p>assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p> <p>(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.</p> <p>(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.</p> <p>(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.</p> <p>(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.</p> <p>[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]</p>	
>\$100,000	<p><i>§135.38 Section 3 clause</i>  <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p>	24 CFR §135.38

	<p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection</p>	
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	with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
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## Construction Contracts

THRESHOLD	PROVISION	CITATION
>\$2,000 for Davis Bacon and Copeland "Anti-Kickback" Act; >\$100,000 for Contract Work Hours and Safety Standards Act	<p><i>HUD 4010 Federal labor standards provisions include:</i></p> <ol style="list-style-type: none"> <li>1. <i>Davis Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by DOL regulations (29 CFR part 5);</i></li> <li>2. <i>Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3); and</i></li> <li>3. <i>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.)</i></li> </ol> <p><i>See HUD 4010 contract language in Appendix F. Inclusion of this language into the construction contract satisfies contract requirements of the separate acts noted.</i></p>	
>\$2,000 (Satisfied with inclusion of HUD 4010)	<p><i>Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):</i></p> <p>(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and</p>	2 CFR 200 APPENDIX II (D)

	<p>Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	
>\$10,000	<p><i>(Italics – Explanatory; not contract language)</i></p> <p><i>2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</i></p> <p><i>Therefore, include the following EO clause (not in italics) in construction contracts including construction associated administration and engineering contracts &gt; \$10,000:</i></p> <p><b>§60-1.4(b) Equal opportunity clause.</b></p> <p><i>(b) Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</i></p> <p><i>The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</i></p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to</p>	<p>41 CFR §60-1.4(b) And 2 CFR 200 APPENDIX II (C)</p>

<p>ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for</p>	
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<p>purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a</p>	
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	<p>contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p> <p>(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.</p> <p>(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.</p> <p>(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.</p> <p>(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.</p> <p>[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]</p>	
≥\$100,000	<p>(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)— Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also</p>	<p>2 CFR 200 APPENDIX II (I) and 24 CFR §570.303</p>

	<p>disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p>	
<p>&gt;\$100,000 (Satisfied with inclusion of HUD 4010)</p>	<p>(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	<p>2 CFR 200 APPENDIX II (E)</p>
<p>&gt;\$100,000</p>	<p><i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and</p>	<p>24 CFR §135.38</p>

	<p>location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
>\$150,000	<p>(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p>	<p>2 CFR 200 APPENDIX II (G)</p>



**Item Number**

**13.A**

**Title**

Texas Open Meetings Act, Section 551.074 Government Code - Personnel Matters Discuss Employment, Appointment, or Evaluation of a Public Officer or Employee

City Secretary

**Submitting Department**

Mayor

**Funding Source**

Not Applicable



**Item Number**

**14.A**

**Title**

Consideration and Possible Action on Personnel Matters Discuss Employment, Appointment, or Evaluation of a Public Officer or Employee, to-wit:

City Secretary

**Submitting Department**

Mayor

**Funding Source**

Not Applicable