



**COUNCIL REGULAR MEETING
AGENDA**

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

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. 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)

**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)

**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

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

12. Consent Agenda

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

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

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

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

14. New Business and Consideration of Possible Action

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

- | | | |
|--------------|--|---------------------------|
| 14.B. | Consideration and Possible Action to Approve <u>Resolution 2026-04</u> | 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. | |
| 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 |
| 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 |
| 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 |
| 14.F. | Consideration and Possible Action to Approve the purchase of new equipment for Public Works | Finance |
| 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 |
| 14.H. | Discuss 2025-2026 Kemah Fee Schedule. | Finance |

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.

Posting Date and Time 12/31/25 10:00 AM

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

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

Submitting Department

Human Resources

Background/Recommendation

The City of Kemah has been recognized as a participating employer in the “We Hire Vets” Employer Recognition Program, administered through the Texas Workforce Commission in partnership with the Texas Veterans Commission.

The program recognizes Texas employers that support veterans and their families by hiring veterans and encouraging veteran employment. The City of Kemah currently has over 20% of our staff who are veterans.

In a formal letter to the City of Kemah, the Texas Workforce Commission and Texas Veterans Commission thanked the City for participating in the “We Hire Vets” recognition program. They commended the City for taking the initiative to hire the nation’s heroes.

Veterans bring a strong work ethic, discipline, leadership, and dedication to public service. Recognition through the “We Hire Vets” program reflects Kemah’s commitment to supporting those who have served and reinforces the City’s values of service and community.

This item is being presented to formally recognize the City’s designation and to allow the Council to acknowledge it during the meeting.

Funding Source

Not Applicable

Attachments:

[We Hire Vets Recognition.pdf](#)



Texas Workforce Commission
www.twc.texas.gov



Texas Veterans Commission
www.tvc.texas.gov

November 25, 2025

We Hire Vets Employer Recognition Program

City of Kemah,

On behalf of the Texas Workforce Commission and the Texas Veterans Commission, we want to thank you for participating in the “We Hire Vets” employer recognition program. We commend you on taking the initiative to hire our nation’s heroes.

It is estimated that there are 1.5 million veterans in Texas, and these veterans bring valued traits to employers. We know that veterans are hardworking, motivated, and disciplined team members that will bolster any employer’s business.

Our agencies offer many programs and services that focus on veterans, their families, and growing the State of Texas workforce. Some of the highlighted programs include Texas Operation Welcome Home, Hiring Red, White & You, Military Family Support Program, and more. We owe so much to our service members and their families who help protect our freedom. We will continue to prioritize support for our veterans.

Thank you again for hiring veterans and registering in the “We Hire Vets” program!

Sincerely,

Joe Esparza
Chairman of the Texas Workforce Commission
Commissioner Representing Employers
Texas Workforce Commission

Laura Koerner
Chairwoman
Texas Veterans Commission





Item Number

8.A

Title

TCEQ Compliance Letter dated 11/14/2025

Submitting Department

City Administrator

Background/Recommendation

On October 2, 2025, Texas Commission on Environmental Quality (TCEQ) Houston Region Office conducted an investigation of the City of Kemah MS4 Area within the city limits of Kemah corporate limits to evaluate compliance with the applicable requirements for stormwater. No violations are being alleged as a result of the investigation.

Funding Source

Not Applicable

Attachments:

[TCEQ GC Letter 11-14-25.pdf](#)

Brooke T. Paup, *Chairwoman*
Catarina R. Gonzales, *Commissioner*
Tonya R. Miller, *Commissioner*
Kelly Keel, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

November 14, 2025

The Honorable Robin Collins
Mayor
City of Kemah
1401 Highway 146
Kemah, Texas 77565-3002
Via Email

Re: General Compliance Letter for the Focused Comprehensive Compliance Investigation at:
City of Kemah MS4, Area within the city limits of Kemah corporate limits located within
the Houston urbanized area, Kemah, Galveston County, Texas
Regulated Entity No.: 105498216, TCEQ ID No.: TXR040096
Investigation No.: 2096992

Dear Mayor Collins:

On October 2, 2025, Mr. Oscar Ayala of the Texas Commission on Environmental Quality (TCEQ) Houston Region Office conducted an investigation of the above-referenced facility to evaluate compliance with the applicable requirements for stormwater. No violations are being alleged as a result of the investigation.

The TCEQ appreciates your assistance in this matter and your compliance efforts to ensure protection of the State's environment. If you or members of your staff have any questions regarding these matters, please feel free to contact Mr. Ayala in the Houston Region Office at (713) 767-3663.

Sincerely,

A handwritten signature in cursive script that reads "Kyle Linville".

Kyle Linville
Water Section Team Leader
Houston Region 12

KL/OA/kg

cc: Mr. Cesar Garcia, City Administrator, City of Kemah, 1401 Highway 36, Kemah, Texas
77565-3002, Via Email



Item Number

9.A

Title

POLICE DEPARTMENT MONTHLY UPDATE

Submitting Department

Police Department

Funding Source

Not Applicable

Attachments:

[2025.pdf](#)

[YOY 2023.pdf](#)

[YOY 2024.pdf](#)



Kemah Police Department

Call For Service - by Incident Type

11/1/2025 - 11/30/2025

| Nature | Count of CFS | Percent of CFS | Total CFS Time | Average CFS Time |
|--|--------------|----------------|----------------|------------------|
| 911 HANG UP | 1 | 0% | 00:05:20 | 00:05:20 |
| ABANDONED VEHICLE | 1 | 0% | 00:44:57 | 00:44:57 |
| ALARM | 25 | 2% | 04:02:43 | 00:09:42 |
| ANIMAL CALL | 7 | 1% | 03:57:40 | 00:33:57 |
| ASSAULT | 2 | 0% | 02:47:10 | 01:23:35 |
| ASSIST CITIZEN OTHER AGENCY | 69 | 6% | 03:24:56 | 00:24:11 |
| BOMB THREAT | 1 | 0% | 02:08:19 | 02:08:19 |
| BURGLARY | 2 | 0% | 00:31:36 | 00:15:48 |
| DISABLED VEHICLE | 14 | 1% | 05:28:01 | 00:23:25 |
| DISTURBANCE | 16 | 1% | 18:22:39 | 01:08:54 |
| FLAGDOWN | 2 | 0% | 00:35:34 | 00:17:47 |
| FOLLOW UP | 6 | 0% | 03:19:06 | 00:33:11 |
| FORGERY | 1 | 0% | 00:44:49 | 00:44:49 |
| FRAUD | 1 | 0% | 02:27:22 | 02:27:22 |
| HARASSMENT | 2 | 0% | 02:06:32 | 01:03:16 |
| INTOXICATED | 6 | 0% | 04:13:42 | 00:42:17 |
| INVESTIGATION | 2 | 0% | 04:22:38 | 02:11:19 |
| K9 RESPONSE | 1 | 0% | 00:44:21 | 00:44:21 |
| LOUD MUSIC NOISE | 16 | 1% | 05:01:44 | 00:18:51 |
| LPR/PLATESCAN ALERT | 8 | 1% | 02:37:55 | 00:19:44 |
| MAJOR ACCIDENT | 3 | 0% | 02:02:53 | 00:40:57 |
| MENTAL HEALTH CONCERN | 1 | 0% | 00:35:05 | 00:35:05 |
| MINOR ACCIDENT | 14 | 1% | 06:00:38 | 00:25:45 |
| NARCOTICS VIOLATION | 1 | 0% | 00:12:55 | 00:12:55 |
| PARKING VIOLATION | 1 | 0% | 00:29:57 | 00:29:57 |
| PATROL ALERT | 53 | 4% | 08:16:37 | 00:09:22 |
| PRISONER PROCESS | 51 | 4% | 02:14:44 | 02:52:03 |
| PRIVATE TOW REPOSESSION | 24 | 2% | 04:17:31 | 00:10:43 |
| PROPERTY LOST RECOVERED | 2 | 0% | 00:10:50 | 00:05:25 |
| RECKLESS DRIVER | 9 | 1% | 02:47:16 | 00:18:35 |
| SUSPICIOUS PERSON CIRCUMSTANCE VEHICLE | 71 | 6% | 05:26:46 | 00:24:53 |
| T - Traffic Stop | 689 | 56% | 02:35:38 | 00:10:41 |

| | | | | |
|--------------------------|------|------|----------|----------|
| THEFT | 10 | 1% | 11:46:47 | 01:10:40 |
| THREAT TERRORISTIC | 1 | 0% | 00:08:11 | 00:08:11 |
| TRAFFIC HAZARD PROBLEM | 14 | 1% | 05:00:48 | 00:21:29 |
| TRESPASS | 2 | 0% | 00:46:08 | 00:23:04 |
| UTILITY REQUEST | 73 | 6% | 14:37:55 | 00:12:01 |
| VACATION WATCH | 2 | 0% | 00:30:02 | 00:15:01 |
| VIOLATION CITY ORDINANCE | 3 | 0% | 01:13:31 | 00:24:30 |
| WARRANT SERVICE | 6 | 0% | 04:52:29 | 00:48:44 |
| WEAPON OFFENSE | 1 | 0% | 01:35:35 | 01:35:35 |
| WELFARE CONCERN | 10 | 1% | 04:09:39 | 00:24:57 |
| WRONG WAY DRIVER | 2 | 0% | 00:15:51 | 00:07:55 |
| Total: | 1226 | 100% | 03:54:50 | 00:22:32 |

KEMAH POLICE DEPARTMENT

Events by Nature Code by Agency

Agency: KMPD, Event date/Time range: 11/01/2023 00:00:00 - 11/30/2023 23:59:59

| Agency Code | Nature Code | Rpt Only | Self Init | CFS | Total | % Total | Avg Disp Time | Avg Resp Time | Avg Scene Time | Total Call Time | Avg Call Time |
|-------------|--------------------------------|----------|-----------|-----|-------|---------|---------------|---------------|----------------|-----------------|---------------|
| KMPD | 911 HANG UP | 0 | 0 | 1 | 1 | 0% | 0:02:22 | 0:02:54 | 0:11:53 | 0:17:09 | 0:17:09 |
| | ABUSE NEGLECT CHILD ELDERLY | 0 | 0 | 1 | 1 | 0% | 0:05:41 | 0:05:53 | 0:13:12 | 0:24:46 | 0:24:46 |
| | ACCIDENT MAJOR | 0 | 0 | 4 | 4 | 1% | 0:02:33 | 0:02:07 | 0:40:43 | 2:59:30 | 0:44:53 |
| | ALARM BURGLAR | 0 | 0 | 20 | 20 | 3% | 0:02:13 | 0:04:34 | 0:07:14 | 4:29:36 | 0:13:29 |
| | ANIMAL CONTROL PROBLEM | 0 | 0 | 6 | 6 | 1% | 0:03:22 | 0:03:30 | 0:10:42 | 1:29:38 | 0:14:56 |
| | ASSAULT | 0 | 0 | 3 | 3 | 0% | 0:02:53 | 0:02:27 | 0:35:55 | 2:01:18 | 0:40:26 |
| | ASSIST BY LAW | 0 | 1 | 26 | 27 | 4% | 0:07:01 | 0:05:13 | 0:52:55 | 25:47:00 | 0:57:18 |
| | ASSIST CITIZEN | 0 | 101 | 2 | 103 | 16% | 0:00:18 | 0:03:06 | 0:10:07 | 17:33:19 | 0:10:14 |
| | BURGLARY | 0 | 0 | 1 | 1 | 0% | 0:02:20 | 0:00:00 | 0:00:00 | 0:02:46 | 0:02:46 |
| | COMMUNITY ENGAGEMENT | 0 | 1 | 0 | 1 | 0% | 0:00:00 | 0:00:00 | 0:37:52 | 0:37:52 | 0:37:52 |
| | CRIMINAL MISCHIEF | 0 | 0 | 4 | 4 | 1% | 1:18:18 | 0:08:27 | 0:30:31 | 7:40:39 | 1:55:10 |
| | DISABLED VEHICLE | 0 | 4 | 6 | 10 | 2% | 0:01:15 | 0:06:35 | 0:17:50 | 3:47:52 | 0:22:47 |
| | DISTURBANCE | 0 | 1 | 10 | 11 | 2% | 0:03:10 | 0:02:14 | 1:20:31 | 15:35:17 | 1:25:02 |
| | FOLLOW UP | 0 | 2 | 11 | 13 | 2% | 0:01:06 | 0:01:44 | 0:40:03 | 9:30:28 | 0:43:53 |
| | FRAUD | 0 | 2 | 1 | 3 | 0% | 0:10:18 | 0:14:57 | 1:08:49 | 3:51:42 | 1:17:14 |
| | INTOXICATED DRIVER PERSON | 0 | 0 | 2 | 2 | 0% | 0:00:32 | 0:03:25 | 0:35:42 | 1:19:17 | 0:39:39 |
| | LOST MISSING RECOVERED ABDUCTD | 0 | 0 | 4 | 4 | 1% | 0:04:26 | 0:07:12 | 1:18:16 | 4:34:11 | 1:08:33 |
| | LOUD MUSIC NOISE | 0 | 0 | 10 | 10 | 2% | 0:02:57 | 0:09:37 | 0:09:28 | 3:40:23 | 0:22:02 |
| | MINOR ACCIDENT | 0 | 0 | 23 | 23 | 4% | 0:04:47 | 0:04:47 | 0:23:10 | 12:05:04 | 0:31:31 |
| | PARKING VIOLATION | 0 | 0 | 1 | 1 | 0% | 0:07:24 | 0:01:00 | 0:09:26 | 0:17:50 | 0:17:50 |
| | PATROL ALERT | 0 | 29 | 0 | 29 | 4% | 0:00:01 | 0:00:00 | 0:10:21 | 5:00:34 | 0:10:22 |
| | PRISONER PROCESS | 0 | 57 | 26 | 83 | 13% | 0:43:53 | 0:00:42 | 0:06:58 | 30:11:10 | 0:21:49 |
| | PROPERTY LOST RECOVERED | 0 | 1 | 2 | 3 | 0% | 0:58:26 | 0:01:45 | 0:01:03 | 3:03:41 | 1:01:14 |

| Agency Code | Nature Code | Rpt Only | Self Init | CFS | Total | % Total | Avg Disp Time | Avg Resp Time | Avg Scene Time | Total Call Time | Avg Call Time |
|-------------|--------------------------------------|----------|------------|------------|------------|-------------|----------------|----------------|----------------|------------------|----------------|
| | RECKLESS DRIVER CONDUCT | 0 | 0 | 9 | 9 | 1% | 0:05:20 | 0:03:07 | 0:12:30 | 2:51:13 | 0:19:01 |
| | SUSPICIOUS CIRC PERSON VEHICLE | 0 | 16 | 27 | 43 | 7% | 0:03:10 | 0:04:47 | 0:25:59 | 22:13:56 | 0:31:01 |
| | THEFT | 0 | 0 | 13 | 13 | 2% | 0:06:35 | 0:09:16 | 0:34:30 | 10:54:40 | 0:50:22 |
| | TRAFFIC HAZ PROB DIRECT RELAT | 0 | 1 | 14 | 15 | 2% | 0:02:41 | 0:05:33 | 0:20:17 | 5:10:13 | 0:20:41 |
| | TRAFFIC STOP | 0 | 151 | 1 | 152 | 23% | 0:00:41 | 0:00:11 | 0:14:49 | 37:41:36 | 0:14:53 |
| | TRESPASS | 0 | 0 | 3 | 3 | 0% | 0:02:27 | 0:06:29 | 0:15:15 | 1:12:35 | 0:24:12 |
| | UNAUTHORIZED USE OF M/V | 0 | 0 | 4 | 4 | 1% | 0:06:47 | 0:08:55 | 0:35:39 | 3:25:24 | 0:51:21 |
| | UTILITY REQUEST | 0 | 3 | 19 | 22 | 3% | 1:38:01 | 0:00:12 | 2:32:17 | 69:13:40 | 3:08:48 |
| | VIOLATION CITY ORDINANCE | 0 | 0 | 20 | 20 | 3% | 0:07:39 | 0:03:02 | 0:15:14 | 5:26:42 | 0:16:20 |
| | WARRANT SERVICE | 0 | 0 | 3 | 3 | 0% | 0:15:11 | 0:11:36 | 0:38:59 | 3:17:18 | 1:05:46 |
| | WELFARE CHECK - SENIOR | 0 | 0 | 1 | 1 | 0% | 0:04:58 | 0:05:33 | 0:13:35 | 0:24:06 | 0:24:06 |
| | WELFARE CONCERN | 0 | 1 | 5 | 6 | 1% | 0:04:43 | 0:03:47 | 0:37:40 | 4:28:33 | 0:44:46 |
| | Subtotals for No Summary Code | 0 | 371 | 283 | 654 | 100% | 0:11:52 | 0:04:50 | 0:30:52 | 322:40:58 | 0:40:55 |
| | Subtotals for KMPD | 0 | 371 | 283 | 654 | 100% | 0:11:52 | 0:04:50 | 0:30:52 | 322:40:58 | 0:40:55 |

KEMAH POLICE DEPARTMENT

Events by Nature Code by Agency

Agency: KMPD, Event date/Time range: 11/01/2024 00:00:00 - 11/30/2024 23:59:59

| Agency Code | Nature Code | Rpt Only | Self Init | CFS | Total | % Total | Avg Disp Time | Avg Resp Time | Avg Scene Time | Total Call Time | Avg Call Time |
|-----------------------|--------------------------------|----------|-----------|-----|-------|---------|---------------|---------------|----------------|-----------------|---------------|
| KMPD | 911 HANG UP | 0 | 0 | 1 | 1 | 0% | 0:07:01 | 0:05:14 | 0:09:16 | 0:21:31 | 0:21:31 |
| | ABANDONED VEHICLE | 0 | 0 | 1 | 1 | 0% | 0:04:23 | 0:06:24 | 0:02:45 | 0:13:32 | 0:13:32 |
| | ALARM BURGLAR | 0 | 0 | 34 | 34 | 4% | 0:01:44 | 0:03:01 | 0:06:01 | 6:06:26 | 0:10:47 |
| | ALARM HOLD UP | 0 | 0 | 2 | 2 | 0% | 0:01:08 | 0:03:49 | 0:03:45 | 0:17:24 | 0:08:42 |
| | ALARM PANIC | 0 | 0 | 3 | 3 | 0% | 0:01:19 | 0:02:12 | 0:05:26 | 0:26:50 | 0:08:57 |
| | ALARM VEHICLE | 0 | 0 | 1 | 1 | 0% | 0:01:26 | 0:00:00 | 0:12:52 | 0:14:18 | 0:14:18 |
| | ANIMAL CONTROL PROBLEM | 0 | 1 | 5 | 6 | 1% | 0:05:20 | 0:05:29 | 0:18:40 | 2:29:42 | 0:24:57 |
| | ASSAULT | 0 | 0 | 5 | 5 | 1% | 0:03:09 | 0:03:22 | 0:57:59 | 5:22:32 | 1:04:30 |
| | ASSIST BY LAW | 0 | 8 | 28 | 36 | 4% | 0:02:15 | 0:05:01 | 0:22:31 | 16:15:04 | 0:27:52 |
| | ASSIST CITIZEN | 0 | 44 | 11 | 55 | 6% | 0:03:55 | 0:02:27 | 0:11:16 | 12:06:47 | 0:13:13 |
| | CRIMINAL MISCHIEF | 0 | 0 | 1 | 1 | 0% | 0:02:28 | 0:03:16 | 1:11:09 | 1:16:53 | 1:16:53 |
| | DISABLED VEHICLE | 0 | 3 | 7 | 10 | 1% | 0:01:25 | 0:09:15 | 0:26:50 | 5:00:34 | 0:30:03 |
| | DISORDERLY CONDUCT | 0 | 0 | 1 | 1 | 0% | 0:03:10 | 0:02:54 | 0:31:41 | 0:37:45 | 0:37:45 |
| | DISTURBANCE | 0 | 4 | 12 | 16 | 2% | 0:02:10 | 0:02:42 | 0:53:00 | 14:51:42 | 0:55:44 |
| | FLAGDOWN | 0 | 1 | 1 | 2 | 0% | 0:01:09 | 0:00:00 | 0:24:54 | 0:50:58 | 0:25:29 |
| | FOLLOW UP | 0 | 0 | 7 | 7 | 1% | 0:03:35 | 0:09:12 | 0:27:47 | 3:58:02 | 0:34:00 |
| | FRAUD | 0 | 0 | 2 | 2 | 0% | 0:06:05 | 0:04:33 | 0:51:33 | 2:04:20 | 1:02:10 |
| | ID THEFT | 0 | 0 | 2 | 2 | 0% | 0:12:22 | 0:07:30 | 0:16:49 | 1:13:22 | 0:36:41 |
| | INTOXICATED DRIVER PERSON | 1 | 0 | 9 | 10 | 1% | 0:01:59 | 0:03:55 | 1:28:37 | 15:37:26 | 1:33:45 |
| | LOST MISSING RECOVERED ABDUCTD | 0 | 0 | 2 | 2 | 0% | 0:02:12 | 0:05:35 | 0:20:10 | 0:55:55 | 0:27:58 |
| LOUD MUSIC NOISE | 0 | 0 | 16 | 16 | 2% | 0:02:18 | 0:07:14 | 0:19:32 | 7:45:01 | 0:29:04 | |
| MENTAL HEALTH CONCERN | 0 | 0 | 1 | 1 | 0% | 0:01:29 | 0:02:31 | 0:08:53 | 0:12:53 | 0:12:53 | |
| MINOR ACCIDENT | 0 | 2 | 22 | 24 | 3% | 0:02:49 | 0:07:29 | 0:37:08 | 18:37:29 | 0:46:34 | |
| NARCOTICS VIOLATION | 0 | 0 | 1 | 1 | 0% | 0:01:52 | 0:03:24 | 0:08:26 | 0:13:42 | 0:13:42 | |

| Agency Code | Nature Code | Rpt Only | Self Init | CFS | Total | % Total | Avg Disp Time | Avg Resp Time | Avg Scene Time | Total Call Time | Avg Call Time |
|-------------|--------------------------------------|----------|------------|------------|------------|-------------|----------------|----------------|----------------|------------------|----------------|
| | PARKING VIOLATION | 0 | 1 | 2 | 3 | 0% | 0:02:32 | 0:12:07 | 0:58:09 | 3:23:44 | 1:07:55 |
| | PATROL ALERT | 0 | 105 | 0 | 105 | 11% | 0:00:01 | 0:00:00 | 0:23:05 | 40:25:18 | 0:23:06 |
| | PRISONER PROCESS | 0 | 34 | 30 | 64 | 7% | 0:58:25 | 0:01:38 | 0:41:14 | 81:42:43 | 1:16:36 |
| | PRIVATE TOW REPOSESSION | 0 | 0 | 5 | 5 | 1% | 0:02:44 | 0:00:00 | 0:05:07 | 0:33:50 | 0:06:46 |
| | PROPERTY LOST RECOVERED | 0 | 0 | 3 | 3 | 0% | 0:08:44 | 0:06:52 | 0:24:50 | 1:54:28 | 0:38:09 |
| | RECKLESS DRIVER CONDUCT | 0 | 0 | 6 | 6 | 1% | 0:01:34 | 0:04:08 | 0:08:09 | 1:23:04 | 0:13:51 |
| | SUSPICIOUS CIRC PERSON VEHICLE | 0 | 15 | 36 | 51 | 6% | 0:02:08 | 0:04:01 | 0:23:53 | 23:53:11 | 0:28:06 |
| | THEFT | 0 | 1 | 10 | 11 | 1% | 0:04:23 | 0:16:08 | 1:30:55 | 19:49:14 | 1:48:07 |
| | THREAT TERRORISTIC | 0 | 0 | 2 | 2 | 0% | 0:02:07 | 0:02:54 | 0:17:08 | 0:44:18 | 0:22:09 |
| | TRAFFIC HAZ PROB DIRECT RELAT | 0 | 1 | 9 | 10 | 1% | 0:03:22 | 0:03:48 | 0:05:31 | 1:56:21 | 0:11:38 |
| | TRAFFIC STOP | 0 | 371 | 1 | 372 | 40% | 0:00:04 | 0:00:00 | 0:11:42 | 72:37:57 | 0:11:43 |
| | TRESPASS | 0 | 2 | 6 | 8 | 1% | 0:01:54 | 0:04:36 | 0:29:48 | 4:39:21 | 0:34:55 |
| | UNAUTHORIZED USE OF M/V | 0 | 0 | 2 | 2 | 0% | 0:06:59 | 0:21:48 | 0:31:57 | 2:01:27 | 1:00:44 |
| | UTILITY REQUEST | 0 | 1 | 9 | 10 | 1% | 1:11:01 | 0:00:00 | 0:13:06 | 11:44:59 | 1:10:30 |
| | VACATION WATCH | 0 | 1 | 0 | 1 | 0% | 0:00:00 | 0:00:00 | 0:12:04 | 0:12:04 | 0:12:04 |
| | VEHICLE IN THE DITCH | 0 | 0 | 1 | 1 | 0% | 0:01:39 | 0:05:40 | 0:50:05 | 0:57:24 | 0:57:24 |
| | VIOLATION CITY ORDINANCE | 0 | 5 | 5 | 10 | 1% | 0:03:33 | 0:06:44 | 0:19:08 | 4:02:47 | 0:24:17 |
| | WARRANT SERVICE | 0 | 0 | 1 | 1 | 0% | 0:02:15 | 0:00:00 | 0:43:03 | 0:45:18 | 0:45:18 |
| | WELFARE CONCERN | 0 | 6 | 13 | 19 | 2% | 0:02:38 | 0:06:00 | 0:17:17 | 7:17:25 | 0:23:01 |
| | Subtotals for No Summary Code | 1 | 606 | 316 | 923 | 100% | 0:06:01 | 0:05:48 | 0:27:03 | 397:15:01 | 0:35:31 |
| | Subtotals for KMPD | 1 | 606 | 316 | 923 | 100% | 0:06:01 | 0:05:48 | 0:27:03 | 397:15:01 | 0:35:31 |



Item Number

9.B

Title

Human Resources Monthly Report

Submitting Department

Human Resources

Funding Source

Not Applicable

Attachments:

[NOVEMBER MONTHLY REPORT.docx](#)

CITY OF KEMAH
HUMAN RESOURCES

November 2025

Active full-time employees: 37

Active Police cadet: 1

Municipal Court Judge: 2

Active part-time dispatcher: 1

Active Intern: 1

Reserve officers: 7

Chaplains: 2

Fire Chief: 1

Resignation: 1

We are proud to announce that all 6 of our public works employees are now Work Zone safety certified. Juan completed his class on November 12th making us fully certified. We also opened up open enrollment for our FSA program for FY 26.



Item Number

9.C

Title

Monthly Reports And Sales Tax Report

Submitting Department

Finance

Background/Recommendation

A snapshot of bank and investment accounts at 11/30/2025. Sales Tax report for the month of November.

Funding Source

Not Applicable

Attachments:

[CHECK REGISTER NOVEMBER 2025.pdf](#)

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

[NOVEMBER 2025 Snapshot.pdf](#)

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

[CASH INVESTMENTS KEMAH 11-30-25 RM.xlsx](#)

COMPANY: 01 - GENERAL FUND

ACCOUNT: 1008 KPD SEIZURE (CONTRABAND) ACCT

TYPE: All

STATUS: All

FOLIO: All

CHECK DATE: 11/01/2025 THRU 11/30/2025

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 | 11/30/2025 | EFT | | INTEREST TFB NOV 2025 | 0.64 | 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: | 0.64 |
| BANK-DRAFT | TOTAL: | 0.00 |

COMPANY: 01 - GENERAL FUND
 ACCOUNT: 1010 COURT SECURITY CHECKING
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK DATE: 11/01/2025 THRU 11/30/2025
 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 | 11/30/2025 | EFT | | INTEREST TFB NOV 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 | | | |

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

CHECK DATE: 11/01/2025 THRU 11/30/2025
 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 |
|--------------------|------------|------------|--------|--------------------------------|----------------|---------|-------|------------|
| BANK DRAFT: | | | | | | | | |
| 1011 | 11/12/2025 | BANK-DRAFT | 000504 | INTERNAL REVENUE SERVICE | 38,193.87CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/12/2025 | BANK-DRAFT | 000505 | TX CHILD SUPPORT SDU | 1,435.63CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/12/2025 | BANK-DRAFT | 000506 | EQUITABLE-RETIREMENT | 149.26CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/12/2025 | BANK-DRAFT | 000507 | SAFE 2 PLAY-CERTIFIED MATTERS | 511.38CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/12/2025 | BANK-DRAFT | 000508 | GRAVIE, INC | 542.05CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/24/2025 | BANK-DRAFT | 000509 | INTERNAL REVENUE SERVICE | 27,158.83CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/24/2025 | BANK-DRAFT | 000510 | TX CHILD SUPPORT SDU | 1,435.63CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/24/2025 | BANK-DRAFT | 000511 | EQUITABLE-RETIREMENT | 149.26CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/24/2025 | BANK-DRAFT | 000512 | SAFE 2 PLAY-CERTIFIED MATTERS | 511.38CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/24/2025 | BANK-DRAFT | 000513 | GRAVIE, INC | 542.05CR | OUTSTND | A | 0/00/0000 |
| CHECK: | | | | | | | | |
| 1011 | 11/06/2025 | CHECK | 010607 | A-LINE AUTO PARTS - DICKINSON | 114.99CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/06/2025 | CHECK | 010608 | ACE IMAGEWEAR | 66.50CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/06/2025 | CHECK | 010609 | ASCO | 3,713.17CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/06/2025 | CHECK | 010610 | AUTO ZONE, INC. | 11.32CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/06/2025 | CHECK | 010611 | AXON ENTERPRISE, INC | 3,974.43CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/06/2025 | CHECK | 010612 | BAY AREA HOUSTON TRANSPORTATIO | 1,500.00CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/06/2025 | CHECK | 010613 | BLUE CROSS BLUE SHIELD OF TEXA | 1,058.31CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/06/2025 | CHECK | 010614 | BOOT BARN | 269.98CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/06/2025 | CHECK | 010615 | CIVICPLUS | 2,466.20CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/06/2025 | CHECK | 010616 | COMCAST BUSINESS | 872.56CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/06/2025 | CHECK | 010617 | COP STOP | 825.90CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/06/2025 | CHECK | 010618 | GALVESTON COUNTY DAILY NEWS | 247.11CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/06/2025 | CHECK | 010619 | GARCIA, CESAR | 187.00CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/06/2025 | CHECK | 010620 | GEXA ENERGY | 10,162.10CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/06/2025 | CHECK | 010621 | HANGRYHOUSTONIAN LLC | 4,000.00CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/06/2025 | CHECK | 010622 | KEMAH COACH | 630.00CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/06/2025 | CHECK | 010623 | KEMAH HARDWARE | 106.19CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/06/2025 | CHECK | 010624 | LEAGUE CITY OUTDOOR POWER EQUI | 35.37CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/06/2025 | CHECK | 010625 | LOCKWOOD TECHNOLOGY SOLUTIONS | 350.00CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/06/2025 | CHECK | 010626 | MCCLELLEN, RYAN | 529.00CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/06/2025 | CHECK | 010627 | MURRAY-LOBB PLLC | 12,491.90CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/06/2025 | CHECK | 010628 | OPTIQUEST INTERNET SERV | 35.00CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/06/2025 | CHECK | 010629 | HIGHLAND PRODUCTS GROUP LLC | 4,158.00CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/06/2025 | CHECK | 010630 | PROTECH AUTOMOTIVE | 490.34CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/06/2025 | CHECK | 010631 | PULSAR360, CORP | 1,172.27CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/06/2025 | CHECK | 010632 | RECHARD LOFTIS | 787.53CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/06/2025 | CHECK | 010633 | SEQUEL DATA SYSTEMS, IC | 8,849.00CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/06/2025 | CHECK | 010634 | SHERWIN WILLIAMS | 168.74CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/06/2025 | CHECK | 010635 | SIGN AND SUPPLY | 56.00CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/06/2025 | CHECK | 010636 | STAPLES | 1,109.78CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/06/2025 | CHECK | 010637 | TML-IRP | 135,048.90CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/06/2025 | CHECK | 010638 | TYLER TECHNOLOGIES, INC. | 5,800.00CR | OUTSTND | A | 0/00/0000 |

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

CHECK DATE: 11/01/2025 THRU 11/30/2025
 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 |
|----------|------------|----------|--------|--------------------------------|----------------|---------|-------|------------|
| CHECK: | | | | | | | | |
| 1011 | 11/06/2025 | CHECK | 010639 | UNIFIRST CORPORATION | 354.36CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/06/2025 | CHECK | 010640 | VERIZON WIRELESS | 113.97CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/06/2025 | CHECK | 010641 | WALMART | 2,865.47CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/06/2025 | CHECK | 010642 | WAUKESHA-PEARCE INDUSTRIES, LL | 496.00CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/06/2025 | CHECK | 010643 | GALVESTON CO WCID #12 | 994.80CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/06/2025 | CHECK | 010644 | VOID CHECK | 0.00 | OUTSTND | A | 0/00/0000 |
| 1011 | 11/06/2025 | CHECK | 010645 | XEROX FINANCIAL SERVICES, LLC | 678.40CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/06/2025 | CHECK | 010646 | CLARK, DONALD | 500.00CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/20/2025 | CHECK | 010647 | AMERICAN JANITORIAL SERVICES, | 2,905.00CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/20/2025 | CHECK | 010648 | CENTERPOINT ENERGY | 126.81CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/20/2025 | CHECK | 010649 | CLEAR LAKE AREA CHAMBER OF COM | 10,000.00CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/20/2025 | CHECK | 010650 | COMCAST | 856.62CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/20/2025 | CHECK | 010651 | COP STOP | 528.95CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/20/2025 | CHECK | 010652 | GAL CO HEALTH DISTRICT | 24,685.50CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/20/2025 | CHECK | 010653 | GRANICUS LLC | 4,152.46CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/20/2025 | CHECK | 010654 | HOME DEPOT CREDIT SERVICE | 1,152.09CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/20/2025 | CHECK | 010655 | IMPACT PROMOTIONAL SERVICES DB | 861.77CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/20/2025 | CHECK | 010656 | LEXISNEXIS RISK SOLUTIONS | 206.00CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/20/2025 | CHECK | 010657 | MM GARCIA CONSULTING | 4,325.00CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/20/2025 | CHECK | 010658 | PITNEY BOWES | 688.74CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/20/2025 | CHECK | 010659 | RAYMOND GARIVEY | 104.00CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/20/2025 | CHECK | 010660 | TX DEPT OF PUBLIC SAFETY | 1.00CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/20/2025 | CHECK | 010661 | TXBBG CONSULTING INC | 15,052.00CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/20/2025 | CHECK | 010662 | WAUKESHA-PEARCE INDUSTRIES, LL | 1,535.00CR | OUTSTND | A | 0/00/0000 |
| DEPOSIT: | | | | | | | | |
| 1011 | 11/03/2025 | DEPOSIT | | CASH 11/03/2025 | 184.25 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/03/2025 | DEPOSIT | 000001 | Credit Card Payment 11/03/2025 | 283.59 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/03/2025 | DEPOSIT | 000002 | Online Paymnets 11/03/2025 | 607.90 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/03/2025 | DEPOSIT | 000003 | Online Paymnets 11/03/2025 | 2,193.40 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/03/2025 | DEPOSIT | 000004 | Online Paymnets 11/03/2025 | 1,276.30 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/04/2025 | DEPOSIT | | CASH 11/04/2025 | 808.00 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/04/2025 | DEPOSIT | 000001 | Credit Card Payment 11/04/2025 | 1,339.30 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/04/2025 | DEPOSIT | 000002 | Online Paymnets 11/04/2025 | 868.90 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/04/2025 | DEPOSIT | 000003 | Online Paymnets 11/04/2025 | 102.00 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/05/2025 | DEPOSIT | | CASH 11/05/2025 | 1,162.00 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/05/2025 | DEPOSIT | 000001 | Credit Card Payment 11/05/2025 | 155.25 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/05/2025 | DEPOSIT | 000002 | Online Paymnets 11/05/2025 | 1,010.00 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/06/2025 | DEPOSIT | | CASH 11/06/2025 | 20.00 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/06/2025 | DEPOSIT | 000001 | Credit Card Payment 11/06/2025 | 51.75 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/07/2025 | DEPOSIT | | CASH 11/07/2025 | 12,398.15 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/07/2025 | DEPOSIT | 000001 | Credit Card Payment 11/07/2025 | 662.41 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/07/2025 | DEPOSIT | 000002 | Online Paymnets 11/07/2025 | 1,758.30 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/10/2025 | DEPOSIT | | CASH 11/10/2025 | 60.00 | OUTSTND | C | 0/00/0000 |

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

CHECK DATE: 11/01/2025 THRU 11/30/2025
 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 |
|----------|------------|----------|--------|--------------------------------|----------------|---------|-------|------------|
| DEPOSIT: | | | | | | | | |
| 1011 | 11/10/2025 | DEPOSIT | 000001 | Credit Card Payment 11/10/2025 | 1,171.63 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/10/2025 | DEPOSIT | 000002 | Online Paymnets 11/10/2025 | 2,054.00 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/10/2025 | DEPOSIT | 000003 | Online Paymnets 11/10/2025 | 1,046.00 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/12/2025 | DEPOSIT | | CASH 11/12/2025 | 2,498.00 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/12/2025 | DEPOSIT | 000001 | Credit Card Payment 11/12/2025 | 5,461.72 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/12/2025 | DEPOSIT | 000002 | Online Paymnets 11/12/2025 | 2,346.20 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/12/2025 | DEPOSIT | 000003 | Online Paymnets 11/12/2025 | 764.00 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/12/2025 | DEPOSIT | 000004 | Online Paymnets 11/12/2025 | 221.00 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/13/2025 | DEPOSIT | | CASH 11/13/2025 | 96.00 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/13/2025 | DEPOSIT | 000001 | Credit Card Payment 11/13/2025 | 1,530.77 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/13/2025 | DEPOSIT | 000002 | Online Paymnets 11/13/2025 | 1,262.90 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/13/2025 | DEPOSIT | 000003 | Online Paymnets 11/13/2025 | 426.00 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/14/2025 | DEPOSIT | | CASH 11/14/2025 | 210.00 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/14/2025 | DEPOSIT | 000001 | Credit Card Payment 11/14/2025 | 770.04 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/14/2025 | DEPOSIT | 000002 | Online Paymnets 11/14/2025 | 1,761.45 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/17/2025 | DEPOSIT | | CASH 11/17/2025 | 3,791.02 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/17/2025 | DEPOSIT | 000001 | Credit Card Payment 11/17/2025 | 1,202.67 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/17/2025 | DEPOSIT | 000002 | Online Paymnets 11/17/2025 | 935.00 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/17/2025 | DEPOSIT | 000003 | Online Paymnets 11/17/2025 | 1,298.00 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/17/2025 | DEPOSIT | 000004 | Online Paymnets 11/17/2025 | 892.50 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/18/2025 | DEPOSIT | | CASH 11/18/2025 | 239.00 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/18/2025 | DEPOSIT | 000001 | Credit Card Payment 11/18/2025 | 1,031.90 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/18/2025 | DEPOSIT | 000002 | Online Paymnets 11/18/2025 | 1,486.20 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/18/2025 | DEPOSIT | 000003 | CASH 11/18/2025 | 10,362.20 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/18/2025 | DEPOSIT | 000004 | Credit Card Payment 11/18/2025 | 356.04 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/19/2025 | DEPOSIT | | Online Paymnets 11/19/2025 | 1,853.00 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/20/2025 | DEPOSIT | | Credit Card Payment 11/20/2025 | 574.43 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/20/2025 | DEPOSIT | 000001 | Online Paymnets 11/20/2025 | 2,332.00 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/20/2025 | DEPOSIT | 000002 | Online Paymnets 11/20/2025 | 462.00 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/21/2025 | DEPOSIT | | Credit Card Payment 11/21/2025 | 1,237.86 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/21/2025 | DEPOSIT | 000001 | Online Paymnets 11/21/2025 | 1,996.00 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/24/2025 | DEPOSIT | | CASH 11/24/2025 | 7,054.64 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/24/2025 | DEPOSIT | 000001 | Credit Card Payment 11/24/2025 | 310.50 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/24/2025 | DEPOSIT | 000002 | Online Paymnets 11/24/2025 | 1,832.00 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/24/2025 | DEPOSIT | 000003 | Online Paymnets 11/24/2025 | 221.00 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/24/2025 | DEPOSIT | 000004 | Online Paymnets 11/24/2025 | 326.00 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/25/2025 | DEPOSIT | | CASH 11/25/2025 | 835.32 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/25/2025 | DEPOSIT | 000001 | Credit Card Payment 11/25/2025 | 983.25 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/25/2025 | DEPOSIT | 000002 | Online Paymnets 11/25/2025 | 950.00 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/25/2025 | DEPOSIT | 000003 | Online Paymnets 11/25/2025 | 178.00 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/30/2025 | DEPOSIT | | MYGOV PMTS 11/30/2025 | 13,732.69 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/30/2025 | DEPOSIT | 000001 | CASH 11/30/2025 | 640.00 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/30/2025 | DEPOSIT | 000002 | Credit Card Payment 11/30/2025 | 629.28 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/30/2025 | DEPOSIT | 000003 | Online Paymnets 11/30/2025 | 648.00 | OUTSTND | C | 0/00/0000 |

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

CHECK DATE: 11/01/2025 THRU 11/30/2025
 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 |
|--------------------------------|------------|----------|--------|--------------------------------|----------------|--------------|-------|------------|
| DEPOSIT: | | | | | | | | |
| 1011 | 11/30/2025 | DEPOSIT | 000004 | Online Paymnets 11/30/2025 | 759.00 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/30/2025 | DEPOSIT | 000005 | Online Paymnets 11/30/2025 | 3,380.00 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/30/2025 | DEPOSIT | 000006 | Online Paymnets 11/30/2025 | 1,660.90 | OUTSTND | C | 0/00/0000 |
| 1011 | 11/30/2025 | DEPOSIT | 000007 | Online Paymnets 11/30/2025 | 231.00 | OUTSTND | C | 0/00/0000 |
| EFT: | | | | | | | | |
| 1011 | 11/05/2025 | EFT | | TRANSFER FROM LOGIC TO GF | 130,000.00 | OUTSTND | G | 0/00/0000 |
| 1011 | 11/13/2025 | EFT | 000169 | KEMAH PEACE OFFICER'S ASSOC | 210.00CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/13/2025 | EFT | 000170 | TMRS | 42,757.57CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/21/2025 | EFT | 000171 | NETWORK INNOVATIONS, LLC DBA N | 1,264.37CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/24/2025 | EFT | | SALES TAX NOV 2025 | 405,793.65 | OUTSTND | G | 0/00/0000 |
| 1011 | 11/24/2025 | EFT | 000001 | SALES TAX NOV 2025 | 101,448.41CR | OUTSTND | G | 0/00/0000 |
| 1011 | 11/24/2025 | EFT | 000002 | MIXED BEVERAGE TAX NOV 2025 | 16,123.12 | OUTSTND | G | 0/00/0000 |
| 1011 | 11/25/2025 | EFT | | TRANSFER LOGIC TO GF | 150,000.00 | OUTSTND | G | 0/00/0000 |
| 1011 | 11/25/2025 | EFT | 000172 | KEMAH PEACE OFFICER'S ASSOC | 210.00CR | OUTSTND | A | 0/00/0000 |
| 1011 | 11/30/2025 | EFT | | AD VALOREM TAX NOV 25 | 58,397.90 | OUTSTND | G | 0/00/0000 |
| 1011 | 11/30/2025 | EFT | 000001 | INTERESTTFB NOV 2025 | 355.48 | OUTSTND | G | 0/00/0000 |
| 1011 | 11/30/2025 | EFT | 000002 | CENTERPOINT FRANCH FEE NOV 25 | 2,798.74 | OUTSTND | G | 0/00/0000 |
| 1011 | 11/30/2025 | EFT | 000003 | PARKING LOT REV NOV 25 | 22.32 | OUTSTND | G | 0/00/0000 |
| 1011 | 11/30/2025 | EFT | 000004 | PARKING LOT REV NOV 25 | 4,033.29 | OUTSTND | G | 0/00/0000 |
| 1011 | 11/30/2025 | EFT | 000005 | PARKING LOT REV NOV 25 | 1,966.35 | OUTSTND | G | 0/00/0000 |
| MISCELLANEOUS: | | | | | | | | |
| 1011 | 11/13/2025 | MISC. | | PAYROLL DIRECT DEPOSIT | 106,035.31CR | OUTSTND | P | 0/00/0000 |
| 1011 | 11/25/2025 | MISC. | | PAYROLL DIRECT DEPOSIT | 83,904.68CR | OUTSTND | P | 0/00/0000 |
| TOTALS FOR ACCOUNT 1011 | | | | CHECK | TOTAL: | 274,471.53CR | | |
| | | | | DEPOSIT | TOTAL: | 110,982.61 | | |
| | | | | INTEREST | TOTAL: | 0.00 | | |
| | | | | MISCELLANEOUS | TOTAL: | 189,939.99CR | | |
| | | | | SERVICE CHARGE | TOTAL: | 0.00 | | |
| | | | | EFT | TOTAL: | 623,600.50 | | |
| | | | | BANK-DRAFT | TOTAL: | 70,629.34CR | | |

COMPANY: 01 - GENERAL FUND
 ACCOUNT: 1016 INVESTMENT POOL-LOGIC
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK DATE: 11/01/2025 THRU 11/30/2025
 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 | 11/05/2025 | EFT | | TRANSFER FROM LOGIC TO GF | 130,000.00CR | OUTSTND | G | 0/00/0000 |
| 1016 | 11/25/2025 | EFT | | TRANSFER LOGIC TO GF | 150,000.00CR | OUTSTND | G | 0/00/0000 |
| 1016 | 11/30/2025 | EFT | | LOGIC INTEREST GF NOV 2025 | 3,680.13 | 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: | 276,319.87CR | | | |
| | | | | BANK-DRAFT TOTAL: | 0.00 | | | |

COMPANY: 01 - GENERAL FUND
 ACCOUNT: 1018 KPD EMPLOYEE ACCT
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK DATE: 11/01/2025 THRU 11/30/2025
 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 | 11/30/2025 | EFT | | INTEREST TFB NOV 2025 | 0.76 | 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: | 0.76 | | | |
| | | | | BANK-DRAFT TOTAL: | 0.00 | | | |

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

CHECK DATE: 11/01/2025 THRU 11/30/2025
 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: | | | | | | | | |
| 1024 | 11/30/2025 | EFT | | INTEREST TFB NOV 2025 | 1.57 | OUTSTND | G | 0/00/0000 |
| 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: | 1.57 | | | |
| | | | | BANK-DRAFT TOTAL: | 0.00 | | | |

COMPANY: 01 - GENERAL FUND
 ACCOUNT: 1025 KPD PRE SEIZED ACCOUNT
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK DATE: 11/01/2025 THRU 11/30/2025
 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: | | | | | | | | |
| 1025 | 11/30/2025 | EFT | | INTEREST TFB NOV 2025 | 0.56 | OUTSTND | G | 0/00/0000 |
| 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: | 0.56 | | | |
| | | | | BANK-DRAFT TOTAL: | 0.00 | | | |
| TOTALS FOR GENERAL FUND | | | | CHECK TOTAL: | 274,471.53CR | | | |
| | | | | DEPOSIT TOTAL: | 110,982.61 | | | |
| | | | | INTEREST TOTAL: | 0.00 | | | |
| | | | | MISCELLANEOUS TOTAL: | 189,939.99CR | | | |
| | | | | SERVICE CHARGE TOTAL: | 0.00 | | | |
| | | | | EFT TOTAL: | 347,284.41 | | | |
| | | | | BANK-DRAFT TOTAL: | 70,629.34CR | | | |

COMPANY: 04 - HOTEL & MOTEL FUND

CHECK DATE: 11/01/2025 THRU 11/30/2025

ACCOUNT: 1002 HOTEL FUNDS - TEXAS FIRST BANK

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

TYPE: All

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

STATUS: All

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

FOLIO: All

AMOUNT: 0.00 THRU 999,999,999.99

CHECK NUMBER: 000000 THRU 999999

| ACCOUNT | --DATE-- | --TYPE-- | NUMBER | -----DESCRIPTION----- | ----AMOUNT--- | STATUS | FOLIO | CLEAR DATE |
|-----------------------|------------|----------|--------|--------------------------------|---------------|---------|-------|------------|
| CHECK: | | | | | | | | |
| 1002 | 11/06/2025 | CHECK | 001014 | GEXA ENERGY | 369.30CR | OUTSTND | A | 0/00/0000 |
| 1002 | 11/06/2025 | CHECK | 001015 | GALVESTON CO WCID #12 | 235.00CR | OUTSTND | A | 0/00/0000 |
| 1002 | 11/20/2025 | CHECK | 001016 | AMERICAN JANITORIAL SERVICES, | 620.00CR | OUTSTND | A | 0/00/0000 |
| 1002 | 11/20/2025 | CHECK | 001017 | COMCAST | 64.67CR | OUTSTND | A | 0/00/0000 |
| DEPOSIT: | | | | | | | | |
| 1002 | 11/24/2025 | DEPOSIT | | CASH 11/24/2025 | 828.61 | OUTSTND | C | 0/00/0000 |
| EFT: | | | | | | | | |
| 1002 | 11/30/2025 | EFT | | INTERESTTFB NOV 2025 | 83.77 | OUTSTND | G | 0/00/0000 |
| MISCELLANEOUS: | | | | | | | | |
| 1002 | 11/24/2025 | MISC. | 000694 | TEXAS FESTIVAL GROUNDS UNPOST | 200.00 | OUTSTND | A | 0/00/0000 |
| 1002 | 11/24/2025 | MISC. | 000706 | COMCAST UNPOST | 14.18 | OUTSTND | A | 0/00/0000 |
| 1002 | 11/24/2025 | MISC. | 000825 | AMERICAN JANITORIAL SERVUNPOST | 620.00 | OUTSTND | A | 0/00/0000 |
| 1002 | 11/24/2025 | MISC. | 000848 | COMCAST UNPOST | 102.34 | OUTSTND | A | 0/00/0000 |

| TOTALS FOR ACCOUNT 1002 | CHECK | TOTAL: | 1,288.97CR |
|-------------------------|----------------|--------|------------|
| | DEPOSIT | TOTAL: | 828.61 |
| | INTEREST | TOTAL: | 0.00 |
| | MISCELLANEOUS | TOTAL: | 936.52 |
| | SERVICE CHARGE | TOTAL: | 0.00 |
| | EFT | TOTAL: | 83.77 |
| | BANK-DRAFT | TOTAL: | 0.00 |

COMPANY: 04 - HOTEL & MOTEL FUND

CHECK DATE: 11/01/2025 THRU 11/30/2025

ACCOUNT: 1006 HOT - LOGIC INVESTMENT POOL

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

TYPE: All

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

STATUS: All

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

FOLIO: All

AMOUNT: 0.00 THRU 999,999,999.99

CHECK NUMBER: 000000 THRU 999999

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

EFT:

| | | | | | | | | |
|------|------------|-----|--|-----------------------------|----------|---------|---|-----------|
| 1006 | 11/30/2025 | EFT | | LOGIC INTEREST HOT NOV 2025 | 2,971.31 | OUTSTND | G | 0/00/0000 |
|------|------------|-----|--|-----------------------------|----------|---------|---|-----------|

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: | 2,971.31 |
| BANK-DRAFT | TOTAL: | 0.00 |

TOTALS FOR HOTEL & MOTEL FUND

| | | |
|----------------|--------|------------|
| CHECK | TOTAL: | 1,288.97CR |
| DEPOSIT | TOTAL: | 828.61 |
| INTEREST | TOTAL: | 0.00 |
| MISCELLANEOUS | TOTAL: | 936.52 |
| SERVICE CHARGE | TOTAL: | 0.00 |
| EFT | TOTAL: | 3,055.08 |
| BANK-DRAFT | TOTAL: | 0.00 |

COMPANY: 06 - KCDC

ACCOUNT: 1001 KCDC CHECKING

TYPE: All

STATUS: All

FOLIO: All

CHECK DATE: 11/01/2025 THRU 11/30/2025

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 |
|---------|----------|----------|--------|-----------------------|----------------|--------|-------|------------|
|---------|----------|----------|--------|-----------------------|----------------|--------|-------|------------|

CHECK:

| | | | | | | | | |
|------|------------|-------|--------|--------------------------------|-------------|---------|---|-----------|
| 1001 | 11/06/2025 | CHECK | 003210 | HOME2 SUITES | 27,730.00CR | OUTSTND | A | 0/00/0000 |
| 1001 | 11/06/2025 | CHECK | 003211 | LJA ENGINEERING & SURVEYING, I | 2,824.48CR | OUTSTND | A | 0/00/0000 |

EFT:

| | | | | | | | | |
|------|------------|-----|--|----------------------|------------|---------|---|-----------|
| 1001 | 11/24/2025 | EFT | | SALES TAX NOV 2025 | 101,448.41 | OUTSTND | G | 0/00/0000 |
| 1001 | 11/30/2025 | EFT | | INTERESTTFB NOV 2025 | 147.46 | OUTSTND | G | 0/00/0000 |

TOTALS FOR ACCOUNT 1001

| | | |
|----------------|--------|-------------|
| CHECK | TOTAL: | 30,554.48CR |
| DEPOSIT | TOTAL: | 0.00 |
| INTEREST | TOTAL: | 0.00 |
| MISCELLANEOUS | TOTAL: | 0.00 |
| SERVICE CHARGE | TOTAL: | 0.00 |
| EFT | TOTAL: | 101,595.87 |
| BANK-DRAFT | TOTAL: | 0.00 |

COMPANY: 06 - KCDC

CHECK DATE: 11/01/2025 THRU 11/30/2025

ACCOUNT: 1006

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

KCDC-LOGIC INVESTMENT POOL

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

TYPE: All

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

STATUS: All

AMOUNT: 0.00 THRU 999,999,999.99

FOLIO: All

CHECK NUMBER: 000000 THRU 999999

| ACCOUNT | --DATE-- | --TYPE-- | NUMBER | -----DESCRIPTION----- | ----AMOUNT---- | STATUS | FOLIO | CLEAR DATE |
|-------------------------|------------|----------|--------|----------------------------|----------------|---------|-------|------------|
| EFT: | | | | | | | | |
| 1006 | 11/30/2025 | EFT | | LOGIC INTEREST KCDC NOV 25 | 9,013.84 | OUTSTND | G | 0/00/0000 |
| 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: | 9,013.84 | | | |
| | | | | BANK-DRAFT TOTAL: | 0.00 | | | |
| TOTALS FOR KCDC | | | | CHECK TOTAL: | 30,554.48CR | | | |
| | | | | DEPOSIT TOTAL: | 0.00 | | | |
| | | | | INTEREST TOTAL: | 0.00 | | | |
| | | | | MISCELLANEOUS TOTAL: | 0.00 | | | |
| | | | | SERVICE CHARGE TOTAL: | 0.00 | | | |
| | | | | EFT TOTAL: | 110,609.71 | | | |
| | | | | BANK-DRAFT TOTAL: | 0.00 | | | |

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

CHECK DATE: 11/01/2025 THRU 11/30/2025
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: | | | | | | | | |
| 1001 | 11/30/2025 | EFT | | INTEREST TFB NOV 2025 | 3.42 | OUTSTND | G | 0/00/0000 |
| 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: | 3.42 | | | |
| | | | | BANK-DRAFT TOTAL: | 0.00 | | | |

COMPANY: 09 - CAPITAL PROJECTS
 ACCOUNT: 1016 INVESTMENT POOL - LOGIC
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK DATE: 11/01/2025 THRU 11/30/2025
 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 | 11/30/2025 | EFT | | LOGIC INTEREST CAP NOV 2025 | 560.77 | 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: | 560.77 | | | |
| | | | | 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: | 564.19 | | | |
| | | | | BANK-DRAFT TOTAL: | 0.00 | | | |

COMPANY: 11 - KEMAH GROWTH FUND

CHECK DATE: 11/01/2025 THRU 11/30/2025

ACCOUNT: 1006 GROWTH - LOGIC INVESTMNT POOL

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

TYPE: All

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

STATUS: All

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

FOLIO: All

AMOUNT: 0.00 THRU 999,999,999.99

CHECK NUMBER: 000000 THRU 999999

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

EFT:

| | | | | | | | | |
|------|------------|-----|--|------------------------------|----------|---------|---|-----------|
| 1006 | 11/30/2025 | EFT | | LOGIC INTEREST GROWTH NOV 25 | 9,463.61 | OUTSTND | G | 0/00/0000 |
|------|------------|-----|--|------------------------------|----------|---------|---|-----------|

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: | 9,463.61 |
| 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: | 9,463.61 |
| BANK-DRAFT | TOTAL: | 0.00 |

CITY OF KEMAH
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: NOVEMBER 30TH, 2025

01 -GENERAL FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

| | CURRENT BUDGET | CURRENT PERIOD | CURRENT YEAR TO DATE | PRIOR YEAR YEAR TO DATE | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD ACTUAL |
|-----------------------------------|-------------------|-------------------|-------------------------|----------------------------|---------------------|---------------------|-----------------|
| <u>REVENUE SUMMARY</u> | | | | | | | |
| TAXES | 5,127,742 | 398,840.75 | 739,205.56 | 742,232.45 | 0.00 | 4,388,536.44 | 14.42 |
| FINES & FORFEITURES | 392,750 | 37,423.55 | 94,234.34 | 51,788.62 | 0.00 | 298,515.66 | 23.99 |
| POLICE REVENUE | 500 | 0.00 | 0.00 | 0.00 | 0.00 | 500.00 | 0.00 |
| MANAGEMENT FEES | 80,000 | 0.00 | 0.00 | 0.00 | 0.00 | 80,000.00 | 0.00 |
| LICENSES & PERMITS | 404,000 | 17,013.89 | 295,962.06 | 44,375.95 | 0.00 | 108,037.94 | 73.26 |
| OTHER INCOME | 325,700 | 24,579.14 | 65,811.68 | 77,796.53 | 0.00 | 259,888.32 | 20.21 |
| GRANTS/DONATIONS | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| OTHER SOURCES & USES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL REVENUES | 6,330,692 | 477,857.33 | 1,195,213.64 | 916,193.55 | 0.00 | 5,135,478.36 | 18.88 |
| <u>EXPENDITURE SUMMARY</u> | | | | | | | |
| ADMINISTRATION | 2,396,072 | 118,571.68 | 325,424.80 | 2,059,714.62 | 0.00 | 2,070,647.20 | 13.58 |
| CITY SECRETARY | 277,824 | 15,397.50 | 34,715.94 | 38,068.94 | 0.00 | 243,108.06 | 12.50 |
| COMMUNICATIONS/MARKETING | 248,721 | 8,478.53 | 19,019.06 | 18,149.09 | 0.00 | 229,701.94 | 7.65 |
| MUNICIPAL COURT | 270,567 | 12,285.34 | 34,672.79 | 37,783.98 | 0.00 | 235,894.21 | 12.81 |
| IT | 207,332 | 0.00 | 17,084.00 | 11,762.02 | 0.00 | 190,248.00 | 8.24 |
| PUBLIC WORKS | 1,204,579 | 42,807.85 | 113,686.87 | 123,401.36 | 0.00 | 1,090,892.13 | 9.44 |
| POLICE | 2,756,653 | 207,939.81 | 535,736.75 | 393,814.06 | 0.00 | 2,220,916.44 | 19.43 |
| TOTAL EXPENDITURES | 7,361,748 | 405,480.71 | 1,080,340.21 | 2,682,694.07 | 0.00 | 6,281,407.98 | 14.68 |
| REVENUE OVER/(UNDER) EXPENDITURES | (1,031,056) | 72,376.62 | 114,873.43 | (1,766,500.52) | 0.00 | (1,145,929.62) | |

CITY OF KEMAH
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: NOVEMBER 30TH, 2025

01 -GENERAL FUND

% OF YEAR COMPLETED: 16.67

| REVENUES | CURRENT BUDGET | CURRENT PERIOD | CURRENT YEAR TO DATE | PRIOR YEAR YEAR TO DATE | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD ACTUAL |
|-------------------------------------|----------------|----------------|----------------------|-------------------------|------------------|----------------|--------------|
| <u>TAXES</u> | | | | | | | |
| 4011 AD VALOREM TAXES - CURRENT | 1,177,247 | 58,397.90 | 58,397.90 | 83,572.41 | 0.00 | 1,118,849.10 | 4.96 |
| 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 | 2,798.74 | 28,946.52 | 26,562.54 | 0.00 | 121,053.48 | 19.30 |
| 4021 FRONTIER/VERIZON | 1,000 | 0.00 | 0.00 | 223.17 | 0.00 | 1,000.00 | 0.00 |
| 4022 AMERI WASTE FRANCHISE FEES | 35,000 | 9,935.65 | 9,935.65 | 0.00 | 0.00 | 25,064.35 | 28.39 |
| 4023 COMCAST FRANCHISE FEES | 55,000 | 6,754.52 | 6,754.52 | 9,215.82 | 0.00 | 48,245.48 | 12.28 |
| 4024 MISC. FRANCHISE FEES | 2,500 | 485.58 | 513.06 | 654.80 | 0.00 | 1,986.94 | 20.52 |
| 4025 MIXED BEVERAGE TAX | 220,000 | 16,123.12 | 37,371.12 | 35,948.41 | 0.00 | 182,628.88 | 16.99 |
| 4035 SALES TAX | 3,486,995 | 304,345.24 | 597,286.79 | 586,055.30 | 0.00 | 2,889,708.21 | 17.13 |
| 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 | 5,127,742 | 398,840.75 | 739,205.56 | 742,232.45 | 0.00 | 4,388,536.44 | 14.42 |
| <u>FINES & FORFEITURES</u> | | | | | | | |
| 4101 COURT TAX RETAINER | 3,000 | 0.00 | 12.50 | 362.31 | 0.00 | 2,987.50 | 0.42 |
| 4103 SERVICE FEES - COURT | 0 | 0.00 | 6,188.88 | 878.77 | 0.00 | (6,188.88) | 0.00 |
| 4104 LINEBARGER FEES | 40,000 | 1,688.19 | 4,726.17 | 5,166.59 | 0.00 | 35,273.83 | 11.82 |
| 4105 FINES & FORFEITURES | 300,000 | 30,417.40 | 70,246.53 | 36,608.23 | 0.00 | 229,753.47 | 23.42 |
| 4106 OMNI FEES | 1,500 | 54.94 | 132.15 | 202.34 | 0.00 | 1,367.85 | 8.81 |
| 4107 SECURITY FUND REVENUE | 6,000 | 0.00 | 63.70 | 1,027.61 | 0.00 | 5,936.30 | 1.06 |
| 4109-0010 TIME PYMT FEE (10.00) | 500 | 309.98 | 672.87 | 409.67 | 0.00 | (172.87) | 134.57 |
| 4109-0025 TIME PYMT FEE (2.50) | 500 | 0.00 | 2.50 | 47.46 | 0.00 | 497.50 | 0.50 |
| 4110 WARRANT FEES | 25,000 | 858.85 | 2,598.90 | 3,620.00 | 0.00 | 22,401.10 | 10.40 |
| 4111 TECHNOLOGY FUND REVENUE | 5,000 | 0.00 | 52.00 | 883.14 | 0.00 | 4,948.00 | 1.04 |
| 4113 MUNICIPAL JURY FUND | 100 | 22.36 | 50.43 | 19.23 | 0.00 | 49.57 | 50.43 |
| 4114 LOCAL TRUANCY PREVENTION FUND | 5,000 | 1,116.88 | 2,519.54 | 961.26 | 0.00 | 2,480.46 | 50.39 |
| 4115 COURT CREDIT CARD FEE | 6,000 | 906.39 | 2,455.03 | 1,584.89 | 0.00 | 3,544.97 | 40.92 |
| 4118 CT JUDICIAL FUND | 150 | 4.77 | 11.37 | 17.12 | 0.00 | 138.63 | 7.58 |
| 4119 LOCAL YOUTH ADMIN FEE | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 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 | 2,043.79 | 4,501.77 | 0.00 | 0.00 | (4,501.77) | 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 | 392,750 | 37,423.55 | 94,234.34 | 51,788.62 | 0.00 | 298,515.66 | 23.99 |
| <u>POLICE REVENUE</u> | | | | | | | |
| 4215 POLICE REPORTS | 500 | 0.00 | 0.00 | 0.00 | 0.00 | 500.00 | 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 |
| 4222 POLICE DONATIONS | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

CITY OF KEMAH
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: NOVEMBER 30TH, 2025

01 -GENERAL FUND

% OF YEAR COMPLETED: 16.67

| REVENUES | CURRENT BUDGET | CURRENT PERIOD | CURRENT YEAR TO DATE | PRIOR YEAR YEAR TO DATE | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD ACTUAL |
|------------------------------------|----------------|----------------|----------------------|-------------------------|------------------|----------------|--------------|
| 4226 CHILD SAFETY | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL POLICE REVENUE | 500 | 0.00 | 0.00 | 0.00 | 0.00 | 500.00 | 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 | 25,000 | 0.00 | 0.00 | 0.00 | 0.00 | 25,000.00 | 0.00 |
| 4312 HOTEL MANAGEMENT FEE | 40,000 | 0.00 | 0.00 | 0.00 | 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 | 0.00 | 0.00 | 15,000.00 | 0.00 |
| TOTAL MANAGEMENT FEES | 80,000 | 0.00 | 0.00 | 0.00 | 0.00 | 80,000.00 | 0.00 |
| <u>LICENSES & PERMITS</u> | | | | | | | |
| 4400 PERMITS & LICENSES | 350,000 | 15,663.89 | 293,812.06 | 42,450.95 | 0.00 | 56,187.94 | 83.95 |
| 4401 ALCOHOLIC BEVERAGE PERMIT | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4402 SIGN PERMIT | 2,000 | 0.00 | 450.00 | 0.00 | 0.00 | 1,550.00 | 22.50 |
| 4405 BURGLAR ALARM REGISTRATION | 2,000 | 150.00 | 150.00 | 0.00 | 0.00 | 1,850.00 | 7.50 |
| 4406 STREET CULVERTS | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4407 BUSINESS REGISTRATION | 0 | 0.00 | 0.00 | 75.00 | 0.00 | 0.00 | 0.00 |
| 4409 FIRE INSPECTIONS | 30,000 | 1,200.00 | 1,550.00 | 1,400.00 | 0.00 | 28,450.00 | 5.17 |
| 4411 STR PERMIT FEES | 12,000 | 0.00 | 0.00 | 450.00 | 0.00 | 12,000.00 | 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 | 0.00 | 0.00 | 8,000.00 | 0.00 |
| TOTAL LICENSES & PERMITS | 404,000 | 17,013.89 | 295,962.06 | 44,375.95 | 0.00 | 108,037.94 | 73.26 |
| <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 | 60,000 | 0.00 | 18,750.00 | 15,000.00 | 0.00 | 41,250.00 | 31.25 |
| 4513 EVENTS | 0 | 337.50 | 1,200.00 | 0.00 | 0.00 | (1,200.00) | 0.00 |
| 4514 PROCEEDS FROM TRADE IN | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4515 OPEN RECORDS REQUEST | 1,000 | 0.00 | 6.00 | 29.00 | 0.00 | 994.00 | 0.60 |
| 4516 INTEREST | 80,000 | 4,039.80 | 11,764.17 | 20,102.39 | 0.00 | 68,235.83 | 14.71 |
| 4517 COMMUNITY CENTER RENTAL | 20,000 | 0.00 | 2,100.00 | 4,600.00 | 0.00 | 17,900.00 | 10.50 |
| 4518 PARKING LOT REVENUE | 100,000 | 6,021.96 | 16,585.63 | 20,879.96 | 0.00 | 83,414.37 | 16.59 |
| 4520 INSURANCE REIMBURSEMENTS | 0 | 120.00 | 120.00 | 0.00 | 0.00 | (120.00) | 0.00 |
| 4521 RENTAL INCOME | 64,400 | 1,200.00 | 2,400.00 | 6,566.67 | 0.00 | 62,000.00 | 3.73 |
| 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 | 97.60 | 0.00 | 300.00 | 0.00 |
| 4590 MISC. INCOME | 0 | 3,250.60 | 3,276.60 | 7,995.91 | 0.00 | (3,276.60) | 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 |
| 4600 FIRE DEPT REIMBURSEMENT | 0 | 9,609.28 | 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 | 325,700 | 24,579.14 | 65,811.68 | 77,796.53 | 0.00 | 259,888.32 | 20.21 |

CITY OF KEMAH
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: NOVEMBER 30TH, 2025

01 -GENERAL FUND

% OF YEAR COMPLETED: 16.67

| REVENUES | CURRENT BUDGET | CURRENT PERIOD | CURRENT YEAR TO DATE | PRIOR YEAR YEAR TO DATE | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD ACTUAL |
|----------------------------------|----------------|----------------|----------------------|-------------------------|------------------|----------------|--------------|
| <u>GRANTS/DONATIONS</u> | | | | | | | |
| 4800 OPIOID ABATEMENT SETTLEMENT | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4804 GRANT PROCEEDS | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 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 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4895 KCDC TRANSFER IN | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL GRANTS/DONATIONS | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| <u>OTHER SOURCES & USES</u> | | | | | | | |
| 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 |
| TOTAL REVENUES | 6,330,692 | 477,857.33 | 1,195,213.64 | 916,193.55 | 0.00 | 5,135,478.36 | 18.88 |

CITY OF KEMAH
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: NOVEMBER 30TH, 2025

01 -GENERAL FUND

% OF YEAR COMPLETED: 16.67

| DEPARTMENTAL EXPENDITURES | CURRENT BUDGET | CURRENT PERIOD | CURRENT YEAR TO DATE | PRIOR YEAR YEAR TO DATE | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD ACTUAL |
|---|----------------|----------------|----------------------|-------------------------|------------------|----------------|--------------|
| <u>ADMINISTRATION</u> | | | | | | | |
| <u>PERSONNEL SERVICES</u> | | | | | | | |
| 510-5125 CAR ALLOWANCE | 0 | 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 |
| 510-5210 EMERGENCY OPERATIONS | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 510-5270 INSURANCE BENEFITS | 34,644 | 3,196.66 | 6,208.72 | 6,967.59 | 0.00 | 28,435.28 | 17.92 |
| 510-5270.01 FISCAL YEAR 2023 EXPENDITURE | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 510-5275 UNEMPLOYMENT | 585 | 0.00 | 0.00 | 0.00 | 0.00 | 585.00 | 0.00 |
| 510-5280 WORKERS COMP | 1,881 | 0.00 | 6,028.43 | 2,154.62 | 0.00 | (4,147.43) | 320.49 |
| 510-5370 PAYROLL TAX | 35,103 | 3,062.44 | 7,169.01 | 7,330.66 | 0.00 | 27,933.99 | 20.42 |
| 510-5400 RETIREMENT ADMINISTRATION | 28,931 | 2,720.80 | 6,330.15 | 6,421.28 | 0.00 | 22,600.85 | 21.88 |
| 510-5410 SALARIES | 456,224 | 37,294.20 | 92,704.70 | 60,724.66 | 0.00 | 363,519.30 | 20.32 |
| 510-5411 OVERTIME | 0 | 0.00 | 32.45 | 0.00 | 0.00 | (32.45) | 0.00 |
| 510-5412 INCENTIVE PAY/CERTIFICATIONS | 2,350 | 3,900.00 | 3,900.00 | 1,550.00 | 0.00 | (1,550.00) | 165.96 |
| 510-5413 LONGEVITY | 289 | 600.00 | 600.00 | 265.00 | 0.00 | (311.00) | 207.61 |
| 510-5420 HR COMPENSATION/PROGRAM POOL | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL PERSONNEL SERVICES | 560,007 | 50,774.10 | 122,973.46 | 85,413.81 | 0.00 | 437,033.54 | 21.96 |
| <u>EMPLOYEE RELATED</u> | | | | | | | |
| 510-6000 HR EXPENSES | 1,000 | 0.00 | 0.00 | 0.00 | 0.00 | 1,000.00 | 0.00 |
| 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 |
| 510-6010.10 CITY SECRETARY | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 510-6010.20 HUMAN RESOURCES | 5,000 | 0.00 | 1,126.00 | 0.00 | 0.00 | 3,874.00 | 22.52 |
| 510-6010.30 FINANCE DEPT | 9,000 | 0.00 | 529.00 | 2,737.35 | 0.00 | 8,471.00 | 5.88 |
| 510-6010.40 COURT | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 510-6010.50 COMMUNITY DEVELOPMENT | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 510-6011 TRAINING - CITY COUNCIL | 16,000 | 0.00 | 2,593.60 | 5,547.95 | 0.00 | 13,406.40 | 16.21 |
| 510-6011.10 TRAINING - CITY ADMINISTRATOR | 0 | 0.00 | 627.00 | 0.00 | 0.00 | (627.00) | 0.00 |
| 510-6012 MAYOR/COUNCIL EXPENSES | 2,000 | 0.00 | 0.00 | 0.00 | 0.00 | 2,000.00 | 0.00 |
| 510-6100 EMPLOYEE RELATIONS | 7,500 | 0.00 | 0.00 | 0.00 | 0.00 | 7,500.00 | 0.00 |
| TOTAL EMPLOYEE RELATED | 41,000 | 0.00 | 4,875.60 | 8,285.30 | 0.00 | 36,124.40 | 11.89 |
| <u>SUPPLIES</u> | | | | | | | |
| 510-7300 SMALL TOOLS & EQUIPMENT | 2,000 | 0.00 | 0.00 | 230.01 | 0.00 | 2,000.00 | 0.00 |
| 510-7350 OFFICE SUPPLIES | 12,000 | 0.00 | 226.52 | 1,168.39 | 0.00 | 11,773.48 | 1.89 |
| 510-7400 POSTAGE | 5,000 | 229.58 | 229.58 | 881.17 | 0.00 | 4,770.42 | 4.59 |
| TOTAL SUPPLIES | 19,000 | 229.58 | 456.10 | 2,279.57 | 0.00 | 18,543.90 | 2.40 |
| <u>OPERATIONS</u> | | | | | | | |
| 510-8100 AUDIT | 50,000 | 0.00 | 0.00 | 0.00 | 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 | 191,250 | 16,577.00 | 16,577.00 | 22,618.00 | 0.00 | 174,673.00 | 8.67 |
| 510-8135 FIRE INSPECTION FEES | 30,000 | 2,800.00 | 2,800.00 | 0.00 | 0.00 | 27,200.00 | 9.33 |

CITY OF KEMAH
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: NOVEMBER 30TH, 2025

01 -GENERAL FUND

% OF YEAR COMPLETED: 16.67

| DEPARTMENTAL EXPENDITURES | CURRENT BUDGET | CURRENT PERIOD | CURRENT YEAR TO DATE | PRIOR YEAR YEAR TO DATE | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD ACTUAL |
|---|----------------|----------------|----------------------|-------------------------|------------------|----------------|--------------|
| 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 | 1,146 | 0.00 | 1,180.72 | 286.68 | 0.00 (| 34.72) | 103.03 |
| 510-8200 INSURANCE-LIABILITY | 28,808 | 0.00 | 99,365.02 | 5,518.14 | 0.00 (| 70,557.02) | 344.92 |
| 510-8275 COMMUNITY RELATIONS | 30,000 | 0.00 | 140.36 | 11,160.60 | 0.00 | 29,859.64 | 0.47 |
| 510-8300 PENALTIES & FINES | 0 | 0.00 | 0.00 | 81.22 | 0.00 | 0.00 | 0.00 |
| 510-8310 LEGAL EXPENSE | 165,000 | 12,491.90 | 12,491.90 | 12,507.87 | 0.00 | 152,508.10 | 7.57 |
| 510-8310.1 LEWIS BRISBOIS-PRIOR YEAR | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 510-8315 PROFESSIONAL FEES | 50,000 | 0.00 | 0.00 | 19,664.79 | 0.00 | 50,000.00 | 0.00 |
| 510-8320 VEHICLE LEASES | 9,579 | 0.00 | 0.00 (| 1,610.80) | 0.00 | 9,579.00 | 0.00 |
| 510-8323 FUEL - VEHICLE & EQUIPMENT | 3,000 | 0.00 | 0.00 | 120.74 | 0.00 | 3,000.00 | 0.00 |
| 510-8325 SERVICE AGREEMENTS | 15,000 | 1,264.37 | 3,740.50 | 7,273.04 | 0.00 | 11,259.50 | 24.94 |
| 510-8326 EMERGENCY SERVICES | 214,000 | 22,602.17 | 45,204.34 | 56,505.50 | 0.00 | 168,795.66 | 21.12 |
| 510-8327 GCAD ALLOCATION | 9,618 | 0.00 | 0.00 | 2,404.38 | 0.00 | 9,618.00 | 0.00 |
| 510-8328 STREET SWEEPER | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 510-8329 STREET STUDY | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 510-8400 OPERATION EXPENSES | 6,000 | 0.00 | 0.00 | 3,563.34 | 0.00 | 6,000.00 | 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 | 15,000 | 10,000.00 | 11,500.00 | 952.00 | 0.00 | 3,500.00 | 76.67 |
| 510-8440 UTILITIES/GAS | 10,000 | 43.79 | 429.29 | 679.20 | 0.00 | 9,570.71 | 4.29 |
| 510-8445 CITY HALL MAINTENANCE | 40,919 | 962.50 | 1,829.00 | 8,201.50 | 0.00 | 39,090.00 | 4.47 |
| 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 | 0 | 826.27 | 1,061.51 | 0.00 | 0.00 (| 1,061.51) | 0.00 |
| 510-8455 COMMUNITY CENTER EXPENSE | 0 | 0.00 | 0.00 | 1,259.56 | 0.00 | 0.00 | 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 | 0.00 | 0.00 | 0.00 | 0.00 |
| 510-8465 RECORDS MANAGEMENT | 0 | 0.00 | 0.00 | 105.93 | 0.00 | 0.00 | 0.00 |
| 510-8515 CONTRACT SERVICES | 0 | 0.00 | 0.00 | 6,850.00 | 0.00 | 0.00 | 0.00 |
| 510-8516 380 REIMBURSEMENTS | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 510-8517 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 | 0 | 0.00 | 0.00 | 57.57 | 0.00 | 0.00 | 0.00 |
| 510-8556 GCMA EXP | 0 | 0.00 | 0.00 | 9,508.61 | 0.00 | 0.00 | 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 |
| TOTAL OPERATIONS | 875,570 | 67,568.00 | 197,119.64 | 167,707.87 | 0.00 | 678,450.36 | 22.51 |
| <u>OTHER SOURCES/USES</u> | | | | | | | |
| 510-9400 CAPITAL OUTLAY - EQUIPMENT | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 510-9901 TRANSF TO CAPITAL PROJECTS | 746,308 | 0.00 | 0.00 | 1,815,528.07 | 0.00 | 746,308.00 | 0.00 |
| 510-9902 RESERVED FOR CONTINGENCY | 154,187 | 0.00 | 0.00 | 0.00 | 0.00 | 154,187.00 | 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 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL OTHER SOURCES/USES | 900,495 | 0.00 | 0.00 | 1,815,528.07 | 0.00 | 900,495.00 | 0.00 |
| TOTAL ADMINISTRATION | 2,396,072 | 118,571.68 | 325,424.80 | 2,079,214.62 | 0.00 | 2,070,647.20 | 13.58 |

01 -GENERAL FUND

% OF YEAR COMPLETED: 16.67

| DEPARTMENTAL EXPENDITURES | CURRENT BUDGET | CURRENT PERIOD | CURRENT YEAR TO DATE | PRIOR YEAR YEAR TO DATE | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD ACTUAL |
|---------------------------------------|----------------|----------------|----------------------|-------------------------|------------------|----------------|--------------|
| <u>CITY SECRETARY</u> | | | | | | | |
| ===== | | | | | | | |
| <u>PERSONNEL SERVICES</u> | | | | | | | |
| 511-5270 HEALTH INSURANCE | 6,978 | 606.68 | 1,194.90 | 0.00 | 0.00 | 5,783.10 | 17.12 |
| 511-5275 UNEMPLOYMENT | 117 | 0.00 | 0.00 | 0.00 | 0.00 | 117.00 | 0.00 |
| 511-5280 WORKERS COMP | 341 | 0.00 | 2,411.37 | 0.00 | 0.00 (| 2,070.37) | 707.15 |
| 511-5370 PAYROLL TAX | 6,354 | 717.48 | 1,713.02 | 0.00 | 0.00 | 4,640.98 | 26.96 |
| 511-5400 RETIREMENT | 5,316 | 510.76 | 1,200.33 | 0.00 | 0.00 | 4,115.67 | 22.58 |
| 511-5410 SALARIES | 82,400 | 8,695.12 | 21,740.16 | 0.00 | 0.00 | 60,659.84 | 26.38 |
| 511-5412 INCENTIVE PAY/CERTIFICATION | 600 | 600.00 | 600.00 | 0.00 | 0.00 | 0.00 | 100.00 |
| 511-5413 LONGEVITY | 56 | 115.00 | 115.00 | 0.00 | 0.00 (| 59.00) | 205.36 |
| TOTAL PERSONNEL SERVICES | 102,162 | 11,245.04 | 28,974.78 | 0.00 | 0.00 | 73,187.22 | 28.36 |
| <u>EMPLOYEE RELATED</u> | | | | | | | |
| 511-6010.10 TRAINING - CITY SECRETARY | 5,700 | 0.00 | 0.00 | 664.14 | 0.00 | 5,700.00 | 0.00 |
| TOTAL EMPLOYEE RELATED | 5,700 | 0.00 | 0.00 | 664.14 | 0.00 | 5,700.00 | 0.00 |
| <u>SUPPLIES</u> | | | | | | | |
| 511-7350 OFFICE SUPPLIES | 1,912 | 0.00 | 0.00 | 0.00 | 0.00 | 1,912.00 | 0.00 |
| 511-7400 POSTAGE | 100 | 0.00 | 0.00 | 0.00 | 0.00 | 100.00 | 0.00 |
| TOTAL SUPPLIES | 2,012 | 0.00 | 0.00 | 0.00 | 0.00 | 2,012.00 | 0.00 |
| <u>OPERATIONS</u> | | | | | | | |
| 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 | 58,041 | 4,152.46 | 5,741.16 | 27,880.80 | 0.00 | 52,299.84 | 9.89 |
| 511-8405 PUBLICATIONS | 30,000 | 0.00 | 0.00 | 0.00 | 0.00 | 30,000.00 | 0.00 |
| 511-8425 ANNUAL DUES | 225 | 0.00 | 0.00 | 0.00 | 0.00 | 225.00 | 0.00 |
| 511-8460 CODIFICATION | 20,216 | 0.00 | 0.00 | 0.00 | 0.00 | 20,216.00 | 0.00 |
| 511-8465 RECORDS MANAGEMENT | 34,268 | 0.00 | 0.00 | 9,524.00 | 0.00 | 34,268.00 | 0.00 |
| TOTAL OPERATIONS | 167,950 | 4,152.46 | 5,741.16 | 37,404.80 | 0.00 | 162,208.84 | 3.42 |
| TOTAL CITY SECRETARY | 277,824 | 15,397.50 | 34,715.94 | 38,068.94 | 0.00 | 243,108.06 | 12.50 |
| <u>COMMUNICATIONS/MARKETING</u> | | | | | | | |
| ===== | | | | | | | |
| <u>PERSONNEL SERVICES</u> | | | | | | | |
| 515-5150 CELL PHONE ALLOWANCE | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 515-5270 INSURANCE BENEFITS | 215 | 638.52 | 1,240.12 | 50.60 | 0.00 (| 1,025.12) | 576.80 |
| 515-5275 UNEMPLOYMENT | 117 | 0.00 | 0.00 | 0.00 | 0.00 | 117.00 | 0.00 |
| 515-5280 WORKERS COMP | 264 | 0.00 | 1,205.69 | 269.32 | 0.00 (| 941.69) | 456.70 |
| 515-5370 PAYROLL TAX | 4,928 | 493.43 | 1,078.66 | 1,030.85 | 0.00 | 3,849.34 | 21.89 |
| 515-5400 RETIREMENT | 4,123 | 419.89 | 917.90 | 873.83 | 0.00 | 3,205.10 | 22.26 |
| 515-5410 SALARIES | 64,375 | 5,150.00 | 12,800.00 | 12,307.53 | 0.00 | 51,575.00 | 19.88 |
| 515-5411 OVERTIME | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 515-5412 INCENTIVE/CERTIFICATON PAY | 0 | 1,200.00 | 1,200.00 | 1,200.00 | 0.00 (| 1,200.00) | 0.00 |

CITY OF KEMAH
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: NOVEMBER 30TH, 2025

01 -GENERAL FUND

% OF YEAR COMPLETED: 16.67

| DEPARTMENTAL EXPENDITURES | CURRENT BUDGET | CURRENT PERIOD | CURRENT YEAR TO DATE | PRIOR YEAR YEAR TO DATE | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD ACTUAL |
|--|----------------|----------------|----------------------|-------------------------|------------------|----------------|--------------|
| 515-5413 LONGETIVITY | 44 | 100.00 | 100.00 | 40.00 | 0.00 | (56.00) | 227.27 |
| TOTAL PERSONNEL SERVICES | 74,066 | 8,001.84 | 18,542.37 | 15,772.13 | 0.00 | 55,523.63 | 25.03 |
| <u>EMPLOYEE RELATED</u> | | | | | | | |
| 515-6010 TRAINING/TRAVEL | 3,500 | 0.00 | 0.00 | 500.00 | 0.00 | 3,500.00 | 0.00 |
| TOTAL EMPLOYEE RELATED | 3,500 | 0.00 | 0.00 | 500.00 | 0.00 | 3,500.00 | 0.00 |
| <u>SUPPLIES</u> | | | | | | | |
| 515-7350 OFFICE SUPPLIES | 6,100 | 0.00 | 0.00 | 0.00 | 0.00 | 6,100.00 | 0.00 |
| 515-7400 POSTAGE | 500 | 229.58 | 229.58 | 0.00 | 0.00 | 270.42 | 45.92 |
| TOTAL SUPPLIES | 6,600 | 229.58 | 229.58 | 0.00 | 0.00 | 6,370.42 | 3.48 |
| <u>OPERATIONS</u> | | | | | | | |
| 515-8275 COMMUNITY/PUBLIC RELATIONS | 0 | 0.00 | 0.00 | 46.98 | 0.00 | 0.00 | 0.00 |
| 515-8400 OPERATION EXPENSES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 515-8401 ADVERTISING & PROMOTION | 135,400 | 247.11 | 247.11 | 671.58 | 0.00 | 135,152.89 | 0.18 |
| 515-8405 PUBLICATIONS | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 515-8406 PRINTING & PROMOTION | 21,000 | 0.00 | 0.00 | 0.00 | 0.00 | 21,000.00 | 0.00 |
| 515-8425 DUES & SUBSCRIPTIONS | 8,155 | 0.00 | 0.00 | 1,158.40 | 0.00 | 8,155.00 | 0.00 |
| TOTAL OPERATIONS | 164,555 | 247.11 | 247.11 | 1,876.96 | 0.00 | 164,307.89 | 0.15 |
| TOTAL COMMUNICATIONS/MARKETING | 248,721 | 8,478.53 | 19,019.06 | 18,149.09 | 0.00 | 229,701.94 | 7.65 |
| <u>MUNICIPAL COURT</u> | | | | | | | |
| <u>PERSONNEL SERVICES</u> | | | | | | | |
| 520-5270 INSURANCE BENEFITS | 13,811 | 644.90 | 1,252.88 | 899.25 | 0.00 | 12,558.12 | 9.07 |
| 520-5270.01 FISCAL YEAR 2023 EXPENDITURE | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 520-5275 UNEMPLOYMENT INSURANCE | 351 | 0.00 | 34.18 | 16.56 | 0.00 | 316.82 | 9.74 |
| 520-5280 WORKERS COMP INS | 493 | 0.00 | 3,617.06 | 807.98 | 0.00 | (3,124.06) | 733.68 |
| 520-5370 PAYROLL TAX | 9,195 | 755.23 | 1,711.32 | 2,369.73 | 0.00 | 7,483.68 | 18.61 |
| 520-5400 RETIREMENT COURT | 6,387 | 529.05 | 1,229.01 | 1,744.48 | 0.00 | 5,157.99 | 19.24 |
| 520-5410 SALARIES | 118,292 | 9,161.58 | 21,846.26 | 23,250.99 | 0.00 | 96,445.74 | 18.47 |
| 520-5411 OVERTIME | 1,000 | 0.00 | 67.50 | 0.00 | 0.00 | 932.50 | 6.75 |
| 520-5412 INCENTIVE PAY/CERTIFICATION | 1,550 | 900.00 | 900.00 | 1,550.00 | 0.00 | 650.00 | 58.06 |
| 520-5413 LONGEVITY | 356 | 65.00 | 65.00 | 350.00 | 0.00 | 291.00 | 18.26 |
| TOTAL PERSONNEL SERVICES | 151,435 | 12,055.76 | 30,723.21 | 30,988.99 | 0.00 | 120,711.79 | 20.29 |
| <u>EMPLOYEE RELATED</u> | | | | | | | |
| 520-6010 TRAINING - CLERK/JUDGE | 5,000 | 0.00 | 0.00 | 1,939.11 | 0.00 | 5,000.00 | 0.00 |
| TOTAL EMPLOYEE RELATED | 5,000 | 0.00 | 0.00 | 1,939.11 | 0.00 | 5,000.00 | 0.00 |
| <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 | 0.00 | 0.00 | 605.88 | 0.00 | 3,000.00 | 0.00 |
| 520-7400 POSTAGE | 600 | 229.58 | 229.58 | 0.00 | 0.00 | 370.42 | 38.26 |
| 520-7700 SOFTWARE PURCHASE/RENEWAL | 9,572 | 0.00 | 0.00 | 0.00 | 0.00 | 9,572.00 | 0.00 |
| 520-7702 HARDWARE PURCHASE | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL SUPPLIES | 14,172 | 229.58 | 229.58 | 605.88 | 0.00 | 13,942.42 | 1.62 |

CITY OF KEMAH
 REVENUE & EXPENSE REPORT (UNAUDITED)
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01 -GENERAL FUND

% OF YEAR COMPLETED: 16.67

| DEPARTMENTAL EXPENDITURES | CURRENT BUDGET | CURRENT PERIOD | CURRENT YEAR TO DATE | PRIOR YEAR YEAR TO DATE | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD ACTUAL |
|--|----------------|----------------|----------------------|-------------------------|------------------|----------------|--------------|
| <u>OPERATIONS</u> | | | | | | | |
| 520-8310 LEGAL EXPENSE | 35,000 | 0.00 | 0.00 | 4,250.00 | 0.00 | 35,000.00 | 0.00 |
| 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 | 500 | 0.00 | 0.00 | 0.00 | 0.00 | 500.00 | 0.00 |
| 520-8430 TECHNOLOGY FUND EXPENSES | 4,500 | 0.00 | 3,720.00 | 0.00 | 0.00 | 780.00 | 82.67 |
| 520-8431 SECURITY FEE EXPENSES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 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 |
| TOTAL OPERATIONS | 73,000 | 0.00 | 3,720.00 | 4,250.00 | 0.00 | 69,280.00 | 5.10 |
| <u>OTHER SOURCES/USES</u> | | | | | | | |
| 520-9303 CAPITAL EXPENSE - EQUIPMENT | 26,960 | 0.00 | 0.00 | 0.00 | 0.00 | 26,960.00 | 0.00 |
| TOTAL OTHER SOURCES/USES | 26,960 | 0.00 | 0.00 | 0.00 | 0.00 | 26,960.00 | 0.00 |
| TOTAL MUNICIPAL COURT | 270,567 | 12,285.34 | 34,672.79 | 37,783.98 | 0.00 | 235,894.21 | 12.81 |
| <u>IT</u> | | | | | | | |
| <u>PERSONNEL SERVICES</u> | | | | | | | |
| 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 |
| TOTAL PERSONNEL SERVICES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| <u>EMPLOYEE RELATED</u> | | | | | | | |
| 525-6010 TRAINING | 0 | 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 |
| <u>SUPPLIES</u> | | | | | | | |
| 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 | 101,148 | 0.00 | 8,849.00 | 0.00 | 0.00 | 92,299.00 | 8.75 |
| 525-7700 SOFTWARE PURCHASES | 26,798 | 0.00 | 0.00 | 0.00 | 0.00 | 26,798.00 | 0.00 |

CITY OF KEMAH
 REVENUE & EXPENSE REPORT (UNAUDITED)
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01 -GENERAL FUND

% OF YEAR COMPLETED: 16.67

| DEPARTMENTAL EXPENDITURES | CURRENT BUDGET | CURRENT PERIOD | CURRENT YEAR TO DATE | PRIOR YEAR YEAR TO DATE | TOTAL ENCUMBERED | 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 | 36,786 | 0.00 | 5,835.00 | 4,752.09 | 0.00 | 30,951.00 | 15.86 |
| 525-7702 HARDWARE PURCHASES | 17,000 | 0.00 | 0.00 | 0.00 | 0.00 | 17,000.00 | 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 | 0.00 | 2,400.00 | 7,009.93 | 0.00 | 23,200.00 | 9.38 |
| TOTAL SUPPLIES | 207,332 | 0.00 | 17,084.00 | 11,762.02 | 0.00 | 190,248.00 | 8.24 |
| <u>OPERATIONS</u> | | | | | | | |
| 525-8515 CONTRACT SERVICES | 0 | 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 |
| <u>OTHER SOURCES/USES</u> | | | | | | | |
| 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 | 207,332 | 0.00 | 17,084.00 | 11,762.02 | 0.00 | 190,248.00 | 8.24 |
| <u>PUBLIC WORKS</u> | | | | | | | |
| ===== | | | | | | | |
| <u>PERSONNEL SERVICES</u> | | | | | | | |
| 530-5150 CELL PHONE ALLOWANCE | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 530-5270 INSURANCE BENEFITS | 34,353 | 3,153.24 | 6,135.63 | 7,212.20 | 0.00 | 28,217.37 | 17.86 |
| 530-5270.01 FISCAL YEAR 2023 EXPENDITURE | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 530-5275 UNEMPLOYMENT TAX | 702 | 0.00 | 53.13 | 0.00 | 0.00 | 648.87 | 7.57 |
| 530-5280 W/COMP | 17,662 | 0.00 | 6,028.43 | 1,346.64 | 0.00 | 11,633.57 | 34.13 |
| 530-5370 P/R TAX - | 21,516 | 2,352.68 | 5,114.16 | 4,310.52 | 0.00 | 16,401.84 | 23.77 |
| 530-5400 RETIREMENT PUBLIC WORKS | 18,000 | 2,119.53 | 4,586.97 | 3,923.62 | 0.00 | 13,413.03 | 25.48 |
| 530-5410 SALARIES | 277,030 | 25,671.62 | 61,994.85 | 36,533.11 | 0.00 | 215,035.15 | 22.38 |
| 530-5411 OVERTIME | 25,000 | 1,871.60 | 3,450.28 | 2,738.05 | 0.00 | 21,549.72 | 13.80 |
| 530-5412 INCENTIVE/CERTIFICATION | 2,400 | 3,000.00 | 3,000.00 | 1,800.00 | 0.00 | (600.00) | 125.00 |
| 530-5413 LONGEVITY | 1,821 | 2,015.00 | 2,015.00 | 1,805.00 | 0.00 | (194.00) | 110.65 |
| TOTAL PERSONNEL SERVICES | 398,484 | 40,183.67 | 92,378.45 | 59,669.14 | 0.00 | 306,105.55 | 23.18 |
| <u>EMPLOYEE RELATED</u> | | | | | | | |
| 530-6002 EMPLOYEE TESTING | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 530-6010 TRAINING | 10,000 | 0.00 | 1,220.13 | 3,376.55 | 0.00 | 8,779.87 | 12.20 |
| TOTAL EMPLOYEE RELATED | 10,000 | 0.00 | 1,220.13 | 3,376.55 | 0.00 | 8,779.87 | 12.20 |
| <u>SUPPLIES</u> | | | | | | | |
| 530-7200 FUEL - DIESEL | 15,000 | 0.00 | 0.00 | 3,050.00 | 0.00 | 15,000.00 | 0.00 |
| 530-7300 SMALL TOOLS | 6,500 | 81.38 | 113.07 | 491.63 | 0.00 | 6,386.93 | 1.74 |
| 530-7350 OFFICE SUPPLIES | 3,000 | 0.00 | 114.99 | 458.81 | 0.00 | 2,885.01 | 3.83 |
| 530-7500 CHEMICALS | 3,500 | 0.00 | 0.00 | 141.94 | 0.00 | 3,500.00 | 0.00 |
| TOTAL SUPPLIES | 28,000 | 81.38 | 228.06 | 4,142.38 | 0.00 | 27,771.94 | 0.81 |

01 -GENERAL FUND

% OF YEAR COMPLETED: 16.67

| DEPARTMENTAL EXPENDITURES | CURRENT BUDGET | CURRENT PERIOD | CURRENT YEAR TO DATE | PRIOR YEAR YEAR TO DATE | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD ACTUAL |
|--|----------------|----------------|----------------------|-------------------------|------------------|----------------|--------------|
| <u>OPERATIONS</u> | | | | | | | |
| 530-8215 STORM WATER MGMT PROG. | 15,000 | 0.00 | 0.00 | 4,450.00 | 0.00 | 15,000.00 | 0.00 |
| 530-8220 PUMP STATION MAINTENANCE | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 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 | 6,500 | 0.00 | 673.42 | 1,796.07 | 0.00 | 5,826.58 | 10.36 |
| 530-8310 INSURANCE VEHICLE & EQUIP | 11,575 | 0.00 | 10,508.98 | 2,786.46 | 0.00 | 1,066.02 | 90.79 |
| 530-8320 VEHICLE LEASE | 44,325 | 0.00 | 0.00 | 7,430.52 | 0.00 | 44,325.00 | 0.00 |
| 530-8321 VEHICLE MAINTENANCE | 2,500 | 0.00 | 0.00 | 171.78 | 0.00 | 2,500.00 | 0.00 |
| 530-8323 FUEL - VEHICLE & EQUIPMENT | 15,000 | 0.00 | 0.00 | 663.46 | 0.00 | 15,000.00 | 0.00 |
| 530-8325 RENTAL/SERVICES | 15,000 | 0.00 | 0.00 | 732.81 | 0.00 | 15,000.00 | 0.00 |
| 530-8330 MATERIALS | 20,000 | 0.00 | 0.00 | 541.76 | 0.00 | 20,000.00 | 0.00 |
| 530-8331 STREET MAINTENANCE | 10,000 | 286.66 | 825.16 | 0.00 | 0.00 | 9,174.84 | 8.25 |
| 530-8332 CHRISTMAS DECOR/LIGHTING | 9,167 | 0.00 | 0.00 | 42.49 | 0.00 | 9,167.00 | 0.00 |
| 530-8335 LANDSCAPING | 63,000 | 0.00 | 0.00 | 15,515.90 | 0.00 | 63,000.00 | 0.00 |
| 530-8425 ANNUAL DUES | 2,000 | 0.00 | 0.00 | 1,342.00 | 0.00 | 2,000.00 | 0.00 |
| 530-8440 UTILITIES | 100,000 | 83.02 | 83.02 | 1,175.23 | 0.00 | 99,916.98 | 0.08 |
| 530-8445 MAINT BUILDING/GROUND | 30,000 | 646.90 | 1,266.90 | 1,559.90 | 0.00 | 28,733.10 | 4.22 |
| 530-8446 MAINT - COMMUNITY CENTER | 28,797 | 0.00 | 0.00 | 0.00 | 0.00 | 28,797.00 | 0.00 |
| 530-8447 MAINT - PW BUILDING | 7,629 | 643.06 | 643.06 | (1,229.26) | 0.00 | 6,985.94 | 8.43 |
| 530-8450 EQUIPMENT MAINT. | 20,000 | 21.81 | 3,776.99 | 10,537.50 | 0.00 | 16,223.01 | 18.88 |
| 530-8455 COMMUNITY CENTER OP EXP | 20,000 | 861.35 | 2,082.70 | 5,590.97 | 0.00 | 17,917.30 | 10.41 |
| 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 | 23,000 | 0.00 | 0.00 | 8,555.70 | 0.00 | 23,000.00 | 0.00 |
| TOTAL OPERATIONS | 445,493 | 2,542.80 | 19,860.23 | 61,663.29 | 0.00 | 425,632.77 | 4.46 |
| <u>OTHER SOURCES/USES</u> | | | | | | | |
| 530-9350 UPFIT FACILITY INGRESS_EGRESS | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 530-9400 CAPITAL OUTLAY | 72,070 | 0.00 | 0.00 | (5,450.00) | 0.00 | 72,070.00 | 0.00 |
| 530-9901 TRANSFER TO CAPITAL PROJECTS | 250,532 | 0.00 | 0.00 | 0.00 | 0.00 | 250,532.00 | 0.00 |
| TOTAL OTHER SOURCES/USES | 322,602 | 0.00 | 0.00 | (5,450.00) | 0.00 | 322,602.00 | 0.00 |
| TOTAL PUBLIC WORKS | 1,204,579 | 42,807.85 | 113,686.87 | 123,401.36 | 0.00 | 1,090,892.13 | 9.44 |
| <u>POLICE</u> | | | | | | | |
| ===== | | | | | | | |
| <u>PERSONNEL SERVICES</u> | | | | | | | |
| 540-5270 INSURANCE BENEFITS | 170,281 | 15,348.72 | 29,419.10 | 30,602.51 | 0.00 | 140,861.90 | 17.28 |
| 540-5270.1 FISCAL YEAR 2023 EXPENDITURE | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 540-5275 UNEMPLOYMENT | 2,925 | 0.00 | 173.75 | 309.60 | 0.00 | 2,751.25 | 5.94 |
| 540-5280 WORKER'S COMP | 60,619 | 0.00 | 30,142.18 | 7,541.20 | 0.00 | 30,476.82 | 49.72 |
| 540-5370 PAYROLL TAX POLICE | 125,830 | 11,894.78 | 25,898.33 | 25,570.49 | 0.00 | 99,931.67 | 20.58 |
| 540-5400 RETIREMENT POLICE | 101,818 | 10,492.10 | 22,630.38 | 21,711.12 | 0.00 | 79,187.62 | 22.23 |
| 540-5410 SALARIES POLICE | 1,602,875 | 126,574.59 | 307,508.57 | 171,163.87 | 0.00 | 1,295,366.62 | 19.18 |
| 540-5411 OVERTIME | 100,000 | 6,906.66 | 13,427.84 | 57,279.84 | 0.00 | 86,572.16 | 13.43 |
| 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: NOVEMBER 30TH, 2025

01 -GENERAL FUND

% OF YEAR COMPLETED: 16.67

| 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 | 25,451 | 23,098.34 | 23,098.34 | 18,773.75 | 0.00 | 2,352.66 | 90.76 |
| 540-5413 | LONGEVITY | 6,579 | 4,590.00 | 4,590.00 | 5,395.00 | 0.00 | 1,989.00 | 69.77 |
| 540-5415 | PART TIME PERSONNEL | 30,000 | 780.12 | 2,839.68 | 6,221.53 | 0.00 | 27,160.32 | 9.47 |
| TOTAL PERSONNEL SERVICES | | 2,226,378 | 199,685.31 | 459,728.17 | 344,568.91 | 0.00 | 1,766,650.02 | 20.65 |
| <u>EMPLOYEE RELATED</u> | | | | | | | | |
| 540-6002 | PRE-EMPLOYMENT TESTING | 2,500 | 0.00 | 0.00 | 30.00 | 0.00 | 2,500.00 | 0.00 |
| 540-6010 | TRAINING/WORKSHOP | 10,000 | 0.00 | 0.00 | 0.00 | 0.00 | 10,000.00 | 0.00 |
| TOTAL EMPLOYEE RELATED | | 12,500 | 0.00 | 0.00 | 30.00 | 0.00 | 12,500.00 | 0.00 |
| <u>SUPPLIES</u> | | | | | | | | |
| 540-7200 | POLICE VEHICLES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 540-7300 | SMALL TOOLS/EQUIPMENT | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 540-7350 | OFFICE SUPPLIES | 9,000 | 0.00 | 0.00 | 1,037.44 | 0.00 | 9,000.00 | 0.00 |
| 540-7355 | CHILD SAFETY MATERIALS | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 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 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL SUPPLIES | | 12,000 | 0.00 | 0.00 | 1,037.44 | 0.00 | 12,000.00 | 0.00 |
| <u>OPERATIONS</u> | | | | | | | | |
| 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 | 1,000 | 0.00 | 0.00 | 0.00 | 0.00 | 1,000.00 | 0.00 |
| 540-8300 | UNIFORMS POLICE | 10,000 | 1,206.47 | 2,960.14 | 257.00 | 0.00 | 7,039.86 | 29.60 |
| 540-8301 | AMMO | 2,000 | 0.00 | 0.00 | 0.00 | 0.00 | 2,000.00 | 0.00 |
| 540-8310 | INSURANCE VEHICLE & EQUIP | 20,017 | 0.00 | 23,181.64 | 4,862.00 | 0.00 | (3,164.64) | 115.81 |
| 540-8315 | INSURANCE- L E LIABILITY | 25,032 | 0.00 | 22,080.38 | 4,495.64 | 0.00 | 2,951.62 | 88.21 |
| 540-8320 | VEHICLE LEASE | 139,679 | 0.00 | 0.00 | (15,858.55) | 0.00 | 139,679.00 | 0.00 |
| 540-8323 | FUEL - VEHICLE & EQUIPMENT | 20,000 | 0.00 | 0.00 | 3,726.23 | 0.00 | 20,000.00 | 0.00 |
| 540-8324 | TELEPHONE/INTERNET | 0 | 0.00 | 0.00 | 342.01 | 0.00 | 0.00 | 0.00 |
| 540-8325 | RENTAL/SERVICE AGREEMENT | 80,000 | 4,860.70 | 23,331.58 | 50,687.59 | 0.00 | 56,668.42 | 29.16 |
| 540-8325.01 | FISCAL YEAR 2023 EXPENDITURE | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 540-8326 | ANIMAL SERVICES | 0 | 2,083.33 | 4,166.66 | 0.00 | 0.00 | (4,166.66) | 0.00 |
| 540-8350 | DETENTIONS POLICE | 5,216 | 0.00 | 0.00 | 0.00 | 0.00 | 5,215.65 | 0.00 |
| 540-8375 | COMMUNITY ORIENTED POLICING | 6,000 | 104.00 | 104.00 | 0.00 | 0.00 | 5,896.00 | 1.73 |
| 540-8400 | SUPPLIES OPERATIONS | 2,500 | 0.00 | 0.00 | 121.74 | 0.00 | 2,500.00 | 0.00 |
| 540-8425 | DUES/SUBSCRIPTIONS | 12,684 | 0.00 | 0.00 | 71.00 | 0.00 | 12,684.35 | 0.00 |
| 540-8450 | MAINTENANCE-VEHICLES | 60,000 | 0.00 | (661.82) | 11,150.30 | 0.00 | 60,661.82 | 1.10- |
| 540-8460 | MISC OPERATIONAL COST POLICE | 22,000 | 0.00 | 0.00 | 0.00 | 0.00 | 22,000.00 | 0.00 |
| 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 | 18,000 | 0.00 | 496.00 | (30,267.05) | 0.00 | 17,504.00 | 2.76 |
| 540-8601 | PD GRANT EXP/MATCH | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 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 | | 430,128 | 8,254.50 | 76,008.58 | 29,587.91 | 0.00 | 354,119.42 | 17.67 |

CITY OF KEMAH
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: NOVEMBER 30TH, 2025

01 -GENERAL FUND

% OF YEAR COMPLETED: 16.67

| DEPARTMENTAL EXPENDITURES | CURRENT BUDGET | CURRENT PERIOD | CURRENT YEAR TO DATE | PRIOR YEAR YEAR TO DATE | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD ACTUAL |
|--------------------------------------|----------------|----------------|----------------------|-------------------------|------------------|----------------|--------------|
| <u>OTHER SOURCES/USES</u> | | | | | | | |
| 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 | 75,647 | 0.00 | 0.00 | 18,589.80 | 0.00 | 75,647.00 | 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 |
| TOTAL OTHER SOURCES/USES | 75,647 | 0.00 | 0.00 | 18,589.80 | 0.00 | 75,647.00 | 0.00 |
| TOTAL POLICE | 2,756,653 | 207,939.81 | 535,736.75 | 393,814.06 | 0.00 | 2,220,916.44 | 19.43 |

CITY OF KEMAH
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: NOVEMBER 30TH, 2025

01 -GENERAL FUND

% OF YEAR COMPLETED: 16.67

| | CURRENT BUDGET | CURRENT PERIOD | CURRENT YEAR TO DATE | PRIOR YEAR YEAR TO DATE | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD ACTUAL |
|------------------------------------|-------------------|-------------------|-------------------------|----------------------------|---------------------|-------------------|-----------------|
| TOTAL EXPENDITURES | 7,361,748 | 405,480.71 | 1,080,340.21 | 2,702,194.07 | 0.00 | 6,281,407.98 | 14.68 |
| REVENUE OVER/ (UNDER) EXPENDITURES | (1,031,056) | 72,376.62 | 114,873.43 | (1,786,000.52) | 0.00 | (1,145,929.62) | |

CITY OF KEMAH
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: NOVEMBER 30TH, 2025

04 -HOTEL & MOTEL FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

| | CURRENT BUDGET | CURRENT PERIOD | CURRENT YEAR TO DATE | PRIOR YEAR YEAR TO DATE | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD ACTUAL |
|-----------------------------------|-------------------|-------------------|-------------------------|----------------------------|---------------------|-------------------|-----------------|
| <u>REVENUE SUMMARY</u> | | | | | | | |
| TAXES | 505,000 | 3,883.69 | 71,664.62 | 81,132.74 | 0.00 | 433,335.38 | 14.19 |
| OTHER SOURCES & USES | <u>210,000</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>210,000.00</u> | <u>0.00</u> |
| TOTAL REVENUES | 715,000 | 3,883.69 | 71,664.62 | 81,132.74 | 0.00 | 643,335.38 | 10.02 |
| <u>EXPENDITURE SUMMARY</u> | | | | | | | |
| NON-DEPARTMENTAL | <u>701,151</u> | (<u>251.85</u>) | <u>432.82</u> | <u>159,595.59</u> | <u>0.00</u> | <u>700,717.99</u> | <u>0.06</u> |
| TOTAL EXPENDITURES | 701,151 | (251.85) | 432.82 | 159,595.59 | 0.00 | 700,717.99 | 0.06 |
| REVENUE OVER/(UNDER) EXPENDITURES | 13,849 | 4,135.54 | 71,231.80 | (78,462.85) | 0.00 | (57,382.61) | |

CITY OF KEMAH
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: NOVEMBER 30TH, 2025

04 -HOTEL & MOTEL FUND

% OF YEAR COMPLETED: 16.67

| REVENUES | CURRENT BUDGET | CURRENT PERIOD | CURRENT YEAR TO DATE | PRIOR YEAR YEAR TO DATE | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD ACTUAL |
|---------------------------------|----------------|-----------------|----------------------|-------------------------|------------------|-------------------|--------------|
| TAXES | | | | | | | |
| 4022 HOTEL/MOTEL TAX | 8,000 | 0.00 | 0.00 | 0.00 | 0.00 | 8,000.00 | 0.00 |
| 4022-01 LANDRY'S BOARDWALK INN | 160,000 | 0.00 | 43,968.49 | 46,422.50 | 0.00 | 116,031.51 | 27.48 |
| 4022-02 SCOTTISH INN & SUITES | 12,000 | 0.00 | 2,497.84 | 8,063.28 | 0.00 | 9,502.16 | 20.82 |
| 4022-03 BLISS MOTEL | 12,000 | 828.61 | 1,602.33 | 0.00 | 0.00 | 10,397.67 | 13.35 |
| 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 | 1,285.17 | 1,987.60 | 0.00 | 6,714.83 | 16.06 |
| 4022-06 CLIPPER INN | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4022-07 DAYS INN | 30,000 | 0.00 | 2,552.86 | 5,708.49 | 0.00 | 27,447.14 | 8.51 |
| 4022-10 MISC. VACATION RENTALS | 70,000 | 0.00 | 13,455.70 | 11,195.75 | 0.00 | 56,544.30 | 19.22 |
| 4023 INTEREST | 35,000 | 3,055.08 | 6,302.23 | 7,755.12 | 0.00 | 28,697.77 | 18.01 |
| 4024 MISCELLANEOUS | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL TAXES | 505,000 | 3,883.69 | 71,664.62 | 81,132.74 | 0.00 | 433,335.38 | 14.19 |
| OTHER SOURCES & USES | | | | | | | |
| 4901 TRANSFER IN FUND BALANCE | 210,000 | 0.00 | 0.00 | 0.00 | 0.00 | 210,000.00 | 0.00 |
| TOTAL OTHER SOURCES & USES | 210,000 | 0.00 | 0.00 | 0.00 | 0.00 | 210,000.00 | 0.00 |
| TOTAL REVENUES | 715,000 | 3,883.69 | 71,664.62 | 81,132.74 | 0.00 | 643,335.38 | 10.02 |

CITY OF KEMAH
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: NOVEMBER 30TH, 2025

04 -HOTEL & MOTEL FUND

% OF YEAR COMPLETED: 16.67

| DEPARTMENTAL EXPENDITURES | CURRENT BUDGET | CURRENT PERIOD | CURRENT YEAR TO DATE | PRIOR YEAR YEAR TO DATE | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD ACTUAL |
|--|----------------|----------------|----------------------|-------------------------|------------------|----------------|--------------|
| <u>NON-DEPARTMENTAL</u> | | | | | | | |
| <u>EMPLOYEE RELATED</u> | | | | | | | |
| 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 |
| TOTAL EMPLOYEE RELATED | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| <u>OPERATIONS</u> | | | | | | | |
| 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 IF JULY SECURITY EXPENSE | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 510-8150 KEMAH VISITOR CENTER MAINTEN. | 13,274 (| 51.85) | 632.82 | 9,238.16 | 0.00 | 12,641.18 | 4.77 |
| 510-8327 GCAD ALLOCATION | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 510-8400 ADVERTISING & PROMOTIONS | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 510-8405 SPORTS & EVENT CENTER | 150,000 | 0.00 | 0.00 | 0.00 | 0.00 | 150,000.00 | 0.00 |
| 510-8410 TOURISM WEBSITE/DOMAIN | 0 | 0.00 | 0.00 | 5,179.64 | 0.00 | 0.00 | 0.00 |
| 510-8425 ANNUAL DUES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 510-8435 UTILITIES | 0 | 0.00 | 0.00 | 1,419.60 | 0.00 | 0.00 | 0.00 |
| 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 | 1,146.52 | 0.00 | 0.00 | 0.00 |
| 510-8451 CHRISTMAS DECOR. | 75,000 | 0.00 | 0.00 | 99,388.15 | 0.00 | 75,000.00 | 0.00 |
| 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 (| 200.00) | 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 | 99,464 | 0.00 | 0.00 | 12,500.00 | 0.00 | 99,464.00 | 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 | 0.00 | 0.00 | 40,000.00 | 0.00 |
| 510-8801 FACILITIES MANAGEMENT FEES | 15,000 | 0.00 | 0.00 | 0.00 | 0.00 | 15,000.00 | 0.00 |
| TOTAL OPERATIONS | 392,738 (| 251.85) | 432.82 | 128,872.07 | 0.00 | 392,305.18 | 0.11 |
| <u>OTHER SOURCES/USES</u> | | | | | | | |
| 510-9100 CAPITAL PROJECTS | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 510-9100.01MURAL 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 PPROJECTS | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 510-9902 RESERVED FOR CONTINGENCY | 121,813 | 0.00 | 0.00 | 30,723.52 | 0.00 | 121,812.81 | 0.00 |
| 510-9903 TRANSFER TO GF-COMM & MKTG | 186,600 | 0.00 | 0.00 | 0.00 | 0.00 | 186,600.00 | 0.00 |
| TOTAL OTHER SOURCES/USES | 308,413 | 0.00 | 0.00 | 30,723.52 | 0.00 | 308,412.81 | 0.00 |

CITY OF KEMAH
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: NOVEMBER 30TH, 2025

04 -HOTEL & MOTEL FUND

% OF YEAR COMPLETED: 16.67

| DEPARTMENTAL EXPENDITURES | CURRENT BUDGET | CURRENT PERIOD | CURRENT YEAR TO DATE | PRIOR YEAR YEAR TO DATE | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD ACTUAL |
|---------------------------|----------------|----------------|----------------------|-------------------------|------------------|----------------|--------------|
| TOTAL NON-DEPARTMENTAL | 701,151 (| 251.85) | 432.82 | 159,595.59 | 0.00 | 700,717.99 | 0.06 |

CITY OF KEMAH
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: NOVEMBER 30TH, 2025

04 -HOTEL & MOTEL FUND

% OF YEAR COMPLETED: 16.67

| | CURRENT BUDGET | CURRENT PERIOD | CURRENT YEAR TO DATE | PRIOR YEAR YEAR TO DATE | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD ACTUAL |
|-----------------------------------|-------------------|-------------------|-------------------------|----------------------------|---------------------|-------------------|-----------------|
| TOTAL EXPENDITURES | 701,151 | (251.85) | 432.82 | 159,595.59 | 0.00 | 700,717.99 | 0.06 |
| REVENUE OVER/(UNDER) EXPENDITURES | 13,849 | 4,135.54 | 71,231.80 | (78,462.85) | 0.00 | (57,382.61) | |

CITY OF KEMAH
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: NOVEMBER 30TH, 2025

06 -KCDC
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

| | CURRENT BUDGET | CURRENT PERIOD | CURRENT YEAR TO DATE | PRIOR YEAR YEAR TO DATE | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD ACTUAL |
|-----------------------------------|-------------------|-------------------|-------------------------|----------------------------|---------------------|---------------------|-----------------|
| <u>REVENUE SUMMARY</u> | | | | | | | |
| TAXES | 1,201,582 | 110,609.71 | 217,995.20 | 220,317.13 | 0.00 | 983,586.80 | 18.14 |
| OTHER SOURCES & USES | <u>2,000,000</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>2,000,000.00</u> | <u>0.00</u> |
| TOTAL REVENUES | 3,201,582 | 110,609.71 | 217,995.20 | 220,317.13 | 0.00 | 2,983,586.80 | 6.81 |
| <u>EXPENDITURE SUMMARY</u> | | | | | | | |
| NON-DEPARTMENTAL | <u>3,261,570</u> | <u>27,730.00</u> | <u>45,730.00</u> | <u>151,551.15</u> | <u>0.00</u> | <u>3,215,840.00</u> | <u>1.40</u> |
| TOTAL EXPENDITURES | 3,261,570 | 27,730.00 | 45,730.00 | 151,551.15 | 0.00 | 3,215,840.00 | 1.40 |
| REVENUE OVER/(UNDER) EXPENDITURES | (59,988) | 82,879.71 | 172,265.20 | 68,765.98 | 0.00 | (232,253.20) | |

CITY OF KEMAH
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: NOVEMBER 30TH, 2025

06 -KCDC

% OF YEAR COMPLETED: 16.67

| REVENUES | CURRENT BUDGET | CURRENT PERIOD | CURRENT YEAR TO DATE | PRIOR YEAR YEAR TO DATE | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD ACTUAL |
|---------------------------------|----------------|----------------|----------------------|-------------------------|------------------|----------------|--------------|
| <u>TAXES</u> | | | | | | | |
| 4035 SALES TAX | 1,151,582 | 101,448.41 | 199,095.60 | 195,351.76 | 0.00 | 952,486.40 | 17.29 |
| 4036 INTEREST | 50,000 | 9,161.30 | 18,899.60 | 24,965.37 | 0.00 | 31,100.40 | 37.80 |
| 4037 MISCELLANEOUS REVENUE | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL TAXES | 1,201,582 | 110,609.71 | 217,995.20 | 220,317.13 | 0.00 | 983,586.80 | 18.14 |
| <u>OTHER SOURCES & USES</u> | | | | | | | |
| 4901 TRANSFER IN FUND BALANCE | 2,000,000 | 0.00 | 0.00 | 0.00 | 0.00 | 2,000,000.00 | 0.00 |
| TOTAL OTHER SOURCES & USES | 2,000,000 | 0.00 | 0.00 | 0.00 | 0.00 | 2,000,000.00 | 0.00 |
| TOTAL REVENUES | 3,201,582 | 110,609.71 | 217,995.20 | 220,317.13 | 0.00 | 2,983,586.80 | 6.81 |

CITY OF KEMAH
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: NOVEMBER 30TH, 2025

06 -KCDC

% OF YEAR COMPLETED: 16.67

| DEPARTMENTAL EXPENDITURES | CURRENT BUDGET | CURRENT PERIOD | CURRENT YEAR TO DATE | PRIOR YEAR YEAR TO DATE | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD ACTUAL |
|---|----------------|----------------|----------------------|-------------------------|------------------|----------------|--------------|
| <u>NON-DEPARTMENTAL</u> | | | | | | | |
| <u>OPERATIONS</u> | | | | | | | |
| 510-8000 MANAGEMENT FEES | 25,000 | 0.00 | 0.00 | 0.00 | 0.00 | 25,000.00 | 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 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 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 | 200,000 | 0.00 | 0.00 | 0.00 | 0.00 | 200,000.00 | 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 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 510-8425 DUES/MEMBERSHIPS | 16,000 | 0.00 | 0.00 | 15,000.00 | 0.00 | 16,000.00 | 0.00 |
| 510-8480 MARKETING/WEBSITE DEVELOPMENT | 25,000 | 0.00 | 0.00 | 6,529.64 | 0.00 | 25,000.00 | 0.00 |
| 510-8515 CONTRACT LABOR | 36,000 | 0.00 | 0.00 | 6,000.00 | 0.00 | 36,000.00 | 0.00 |
| 510-8516 380 REIMBURSEMENTS | 0 | 27,730.00 | 27,730.00 | 0.00 | 0.00 (| 27,730.00) | 0.00 |
| 510-8517 AV SERVICES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 510-8550 BUSINESS RETENTION | 100,000 | 0.00 | 0.00 | 0.00 | 0.00 | 100,000.00 | 0.00 |
| 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 | 3,000 | 0.00 | 18,000.00 | 0.00 | 0.00 (| 15,000.00) | 600.00 |
| 510-8560 DEPRECIATION | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL OPERATIONS | 530,000 | 27,730.00 | 45,730.00 | 27,739.22 | 0.00 | 484,270.00 | 8.63 |
| <u>OTHER SOURCES/USES</u> | | | | | | | |
| 510-9000.07FISCAL 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 |
| 510-9900.11STREETSCAPE PROJECT | 1,500,000 | 0.00 | 0.00 | 0.00 | 0.00 | 1,500,000.00 | 0.00 |
| 510-9900.2 57 ACRE NATURE RESERVE PARK | 500,000 | 0.00 | 0.00 | 21,403.10 | 0.00 | 500,000.00 | 0.00 |
| 510-9900.3 PARK IMPROVEMENTS | 97,301 | 0.00 | 0.00 | 0.00 | 0.00 | 97,300.98 | 0.00 |
| 510-9900.6 PARKING/TRAFFIC/SIDEWALKS | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 510-9900.7 EVERGREEN PARKWAY CAP PROJ | 484,160 | 0.00 | 0.00 | 98,908.83 | 0.00 | 484,160.00 | 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 | 98,109 | 0.00 | 0.00 | 0.00 | 0.00 | 98,109.02 | 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) | 52,000 | 0.00 | 0.00 | 0.00 | 0.00 | 52,000.00 | 0.00 |
| 510-9906 TRANSFER TO GENERAL FUND | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL OTHER SOURCES/USES | 2,731,570 | 0.00 | 0.00 | 123,811.93 | 0.00 | 2,731,570.00 | 0.00 |
| TOTAL NON-DEPARTMENTAL | 3,261,570 | 27,730.00 | 45,730.00 | 151,551.15 | 0.00 | 3,215,840.00 | 1.40 |

CITY OF KEMAH
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: NOVEMBER 30TH, 2025

06 -KCDC

% OF YEAR COMPLETED: 16.67

| | CURRENT BUDGET | CURRENT PERIOD | CURRENT YEAR TO DATE | PRIOR YEAR YEAR TO DATE | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD ACTUAL |
|------------------------------------|-------------------|-------------------|-------------------------|----------------------------|---------------------|-------------------|-----------------|
| TOTAL EXPENDITURES | 3,261,570 | 27,730.00 | 45,730.00 | 151,551.15 | 0.00 | 3,215,840.00 | 1.40 |
| REVENUE OVER/ (UNDER) EXPENDITURES | (59,988) | 82,879.71 | 172,265.20 | 68,765.98 | 0.00 | (232,253.20) | |

CITY OF KEMAH
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: NOVEMBER 30TH, 2025

09 -CAPITAL PROJECTS
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

| | 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 | 0 | 564.19 | 1,166.64 | 375.87 | 0.00 | (1,166.64) | 0.00 |
| OTHER SOURCES & USES | <u>0</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> |
| TOTAL REVENUES | 0 | 564.19 | 1,166.64 | 375.87 | 0.00 | (1,166.64) | 0.00 |
| <u>EXPENDITURE SUMMARY</u> | | | | | | | |
| CAPITAL PROJECTS | <u>0</u> | <u>0.00</u> | <u>0.00</u> | (1,798,114.67) | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> |
| TOTAL EXPENDITURES | 0 | 0.00 | 0.00 | (1,798,114.67) | 0.00 | 0.00 | 0.00 |
| REVENUE OVER/(UNDER) EXPENDITURES | 0 | 564.19 | 1,166.64 | 1,798,490.54 | 0.00 | (1,166.64) | |

CITY OF KEMAH
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: NOVEMBER 30TH, 2025

09 -CAPITAL PROJECTS

% OF YEAR COMPLETED: 16.67

| REVENUES | CURRENT BUDGET | CURRENT PERIOD | CURRENT YEAR TO DATE | PRIOR YEAR YEAR TO DATE | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD ACTUAL |
|-----------------------------------|----------------|----------------|----------------------|-------------------------|------------------|--------------------|--------------|
| <u>TAXES</u> | | | | | | | |
| 4024 MISC REVENUE | 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 |
| <u>OTHER INCOME</u> | | | | | | | |
| 4515 INTEREST | 0 | 564.19 | 1,166.64 | 375.87 | 0.00 | (1,166.64) | 0.00 |
| 4516 INTEREST | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL OTHER INCOME | 0 | 564.19 | 1,166.64 | 375.87 | 0.00 | (1,166.64) | 0.00 |
| <u>OTHER SOURCES & USES</u> | | | | | | | |
| 4901 TRANS IN GF | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 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 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL REVENUES | 0 | 564.19 | 1,166.64 | 375.87 | 0.00 | (1,166.64) | 0.00 |

CITY OF KEMAH
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: NOVEMBER 30TH, 2025

09 -CAPITAL PROJECTS

% OF YEAR COMPLETED: 16.67

| DEPARTMENTAL EXPENDITURES | CURRENT BUDGET | CURRENT PERIOD | CURRENT YEAR TO DATE | PRIOR YEAR YEAR TO DATE | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD ACTUAL |
|--|----------------|----------------|----------------------|-------------------------|------------------|----------------|--------------|
| <u>CAPITAL PROJECTS</u> | | | | | | | |
| <u>EMPLOYEE RELATED</u> | | | | | | | |
| 510-6012 MAYOR/COUNCIL EXPENSES | 0 | 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 |
| <u>OPERATIONS</u> | | | | | | | |
| 510-8400 OPERATING EXPENSE | 0 | 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 |
| 510-8516 380 REIMBURSEMENTS | 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 | 0 | 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 |
| <u>OTHER SOURCES/USES</u> | | | | | | | |
| 510-9000 ROAD IMPROVEMENTS | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 510-9000.10ANDERS ROAD PROJECT | 0 | 0.00 | 0.00 | 17,413.40 | 0.00 | 0.00 | 0.00 |
| 510-9100 DRAINAGE IMPROVEMENTS | 0 | 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 |
| 510-9300 CITY FACILITIES IMPROVEMENTS | 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 |
| 510-9400 PARK IMPROVEMENTS | 0 | 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 |
| 510-9400.02NATURE FACILITY | 0 | 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 |
| 510-9600 COMPUTER/AV UPGRADES | 0 | 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 |
| 510-9800 VEHICLES/EQUIPMENT | 0 | 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 |
| 510-9900.6 PARKING/TRAFFIC/SIDEWALKS | 0 | 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 |
| 510-9901 TRANSFER IN FROM GF | 0 | 0.00 | 0.00 | (1,815,528.07) | 0.00 | 0.00 | 0.00 |
| 510-9902 RESERVED FOR CONTINGENCY | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 510-9950 HOTEL/CONFERENCE CTR | 0 | 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 |
| 510-9970 PD EQUIPMENT | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL OTHER SOURCES/USES | 0 | 0.00 | 0.00 | (1,798,114.67) | 0.00 | 0.00 | 0.00 |
| TOTAL CAPITAL PROJECTS | 0 | 0.00 | 0.00 | (1,798,114.67) | 0.00 | 0.00 | 0.00 |

CITY OF KEMAH
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: NOVEMBER 30TH, 2025

09 -CAPITAL PROJECTS

% OF YEAR COMPLETED: 16.67

| | 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 | (1,798,114.67) | 0.00 | 0.00 | 0.00 |
| REVENUE OVER/(UNDER) EXPENDITURES | 0 | 564.19 | 1,166.64 | 1,798,490.54 | 0.00 | (1,166.64) | |

CITY OF KEMAH
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: NOVEMBER 30TH, 2025

11 -KEMAH GROWTH FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

| | 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 | 63,000 | 9,465.15 | 16,940.93 | 16,311.84 | 0.00 | 46,059.07 | 26.89 |
| OTHER SOURCES & USES | <u>250,532</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>250,532.00</u> | <u>0.00</u> |
| TOTAL REVENUES | 313,532 | 9,465.15 | 16,940.93 | 16,311.84 | 0.00 | 296,591.07 | 5.40 |
| <u>EXPENDITURE SUMMARY</u> | | | | | | | |
| TOTAL EXPENDITURES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| REVENUE OVER/(UNDER) EXPENDITURES | 313,532 | 9,465.15 | 16,940.93 | 16,311.84 | 0.00 | 296,591.07 | |

CITY OF KEMAH
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: NOVEMBER 30TH, 2025

11 -KEMAH GROWTH FUND

% OF YEAR COMPLETED: 16.67

| REVENUES | CURRENT BUDGET | CURRENT PERIOD | CURRENT YEAR TO DATE | PRIOR YEAR YEAR TO DATE | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD ACTUAL |
|-----------------------------------|----------------|----------------|----------------------|-------------------------|------------------|----------------|--------------|
| <u>TAXES</u> | | | | | | | |
| 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 |
| <u>OTHER INCOME</u> | | | | | | | |
| 4516 INTEREST INCOME | 63,000 | 9,465.15 | 16,940.93 | 16,311.84 | 0.00 | 46,059.07 | 26.89 |
| TOTAL OTHER INCOME | 63,000 | 9,465.15 | 16,940.93 | 16,311.84 | 0.00 | 46,059.07 | 26.89 |
| <u>OTHER SOURCES & USES</u> | | | | | | | |
| 4906 TRANSFER IN GF-ROAD DRAINAGE | 250,532 | 0.00 | 0.00 | 0.00 | 0.00 | 250,532.00 | 0.00 |
| TOTAL OTHER SOURCES & USES | 250,532 | 0.00 | 0.00 | 0.00 | 0.00 | 250,532.00 | 0.00 |
| TOTAL REVENUES | 313,532 | 9,465.15 | 16,940.93 | 16,311.84 | 0.00 | 296,591.07 | 5.40 |

CITY OF KEMAH
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: NOVEMBER 30TH, 2025

11 -KEMAH GROWTH FUND

% OF YEAR COMPLETED: 16.67

| DEPARTMENTAL EXPENDITURES | CURRENT BUDGET | CURRENT PERIOD | CURRENT YEAR TO DATE | PRIOR YEAR YEAR TO DATE | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD ACTUAL |
|---------------------------|-------------------|-------------------|-------------------------|----------------------------|---------------------|-------------------|-----------------|
|---------------------------|-------------------|-------------------|-------------------------|----------------------------|---------------------|-------------------|-----------------|

CITY OF KEMAH
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: NOVEMBER 30TH, 2025

11 -KEMAH GROWTH FUND

% OF YEAR COMPLETED: 16.67

| | 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 | 313,532 | 9,465.15 | 16,940.93 | 16,311.84 | 0.00 | 296,591.07 | |

CITY OF KEMAH
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: NOVEMBER 30TH, 2025

15 -REPLACEMENT FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 16.67

| | 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 | |

CITY OF KEMAH
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: NOVEMBER 30TH, 2025

15 -REPLACEMENT FUND

% OF YEAR COMPLETED: 16.67

| REVENUES | CURRENT BUDGET | CURRENT PERIOD | CURRENT YEAR TO DATE | PRIOR YEAR YEAR TO DATE | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD ACTUAL |
|--------------------------|----------------|----------------|----------------------|-------------------------|------------------|----------------|--------------|
| <u>TAXES</u> | | | | | | | |
| 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 |
| <hr/> | | | | | | | |
| TOTAL REVENUES | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | ===== | ===== | ===== | ===== | ===== | ===== | ===== |

CITY OF KEMAH
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: NOVEMBER 30TH, 2025

15 -REPLACEMENT FUND

% OF YEAR COMPLETED: 16.67

| DEPARTMENTAL EXPENDITURES | CURRENT BUDGET | CURRENT PERIOD | CURRENT YEAR TO DATE | PRIOR YEAR YEAR TO DATE | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD ACTUAL |
|---------------------------|-------------------|-------------------|-------------------------|----------------------------|---------------------|-------------------|-----------------|
|---------------------------|-------------------|-------------------|-------------------------|----------------------------|---------------------|-------------------|-----------------|

CITY OF KEMAH
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: NOVEMBER 30TH, 2025

15 -REPLACEMENT FUND

% OF YEAR COMPLETED: 16.67

| | 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 | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |

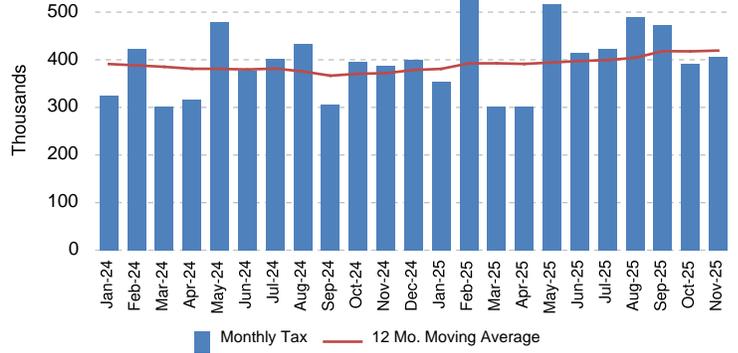
SALES TAX SNAPSHOT

**Kemah
Nov-25**

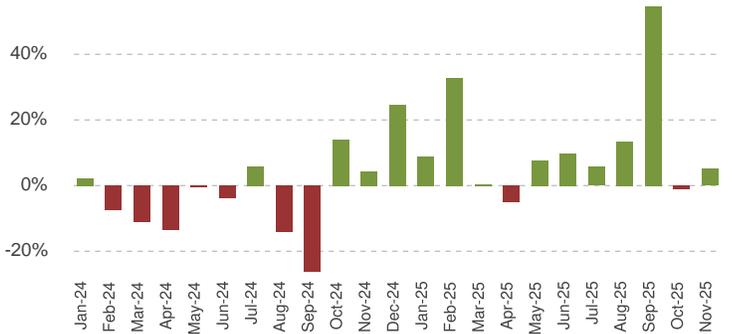
Sales Tax Net Payments

| FY Mo. | FY2025 | FY2026 | YoY % Change |
|----------|--------------|------------|--------------|
| Oct | \$ 395,045 | \$ 390,589 | -1.1% |
| Nov | \$ 386,362 | \$ 405,794 | 5.0% |
| Dec | \$ 399,007 | | |
| 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 | \$ 781,407 | \$ 796,382 | 1.9% |
| FY Total | \$ 5,017,106 | | |

Sales Tax Net Payments Trend



Sales Tax Net Payments Change - YoY



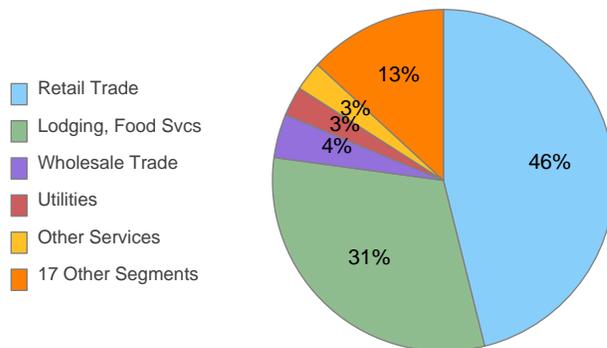
Top 10 Taxpayers

| Rank | Company | FYTD Collections | % Total |
|-----------------------------|---|------------------|---------|
| 1 | WAL-MART STORES TEXAS LLC | | |
| 2 | LANDRY'S CRAB SHACK LLC | | |
| 3 | MARMAXX OPERATING CORP. | | |
| 4 | LANDRY'S SEAFOOD INN & OYSTER BAR - KEMAH INC | | |
| 5 | WHATABURGER RESTAURANTS LLC | | |
| 6 | ROSS DRESS FOR LESS INC. | | |
| 7 | T-BONE TOM'S MEAT MARKET STEAKHOUSE RESTAURAN | | |
| 8 | GPM PUMP AND SEAL LLC | | |
| 9 | O. & C. CLAWSON LUMBER COMPANY | | |
| 10 | AMAZON.COM SERVICES LLC (MARKETPLACE) | | |
| Top 10 Companies | | \$ 385,450 | 47.5% |
| 4359 Other Large Companies | | \$ 411,619 | 50.7% |
| Small Companies/Other | | \$ 8,983 | 1.1% |
| Single Local Tax Rate (SLT) | | \$ 5,245 | 0.6% |
| Total | | \$ 811,298 | 100.0% |

Industry Segment Collections Trend - YoY % Chg

| SEGMENT | Jun | Jul | Aug | Sep | Oct | Nov |
|--------------------|-------|--------|--------|---------|--------|-------|
| Retail Trade | 15.1% | 10.8% | 3.6% | 5.6% | -5.7% | -0.7% |
| Lodging, Food Svcs | 5.6% | 18.7% | -1.1% | 40.0% | 4.7% | -7.1% |
| Utilities | 14.4% | 14.9% | 207.6% | -118.2% | -33.4% | 71.5% |
| Wholesale Trade | -7.8% | -53.2% | 46.4% | 3.1% | -48.0% | -0.5% |
| Other Services | 22.7% | -16.1% | 42.5% | 21.1% | -11.6% | 19.9% |
| All Others | 5.6% | -6.9% | 30.4% | 25.2% | 40.2% | 43.5% |
| Total Collections | 10.2% | 5.0% | 13.2% | 55.9% | -1.2% | 5.0% |

Sales Tax Collections by Industry Segment



**City of Kemah
Cash and Investment Report
As of November 30, 2025**



| Security | Owner | Avg. Rate/ Yield | Next Maturity | Original Amnt. | Ending Bal | Ending Market 11/30/2025 | FYTD Earnings thru11/30/25 |
|---|-------|---------------------|---------------|----------------|------------|-----------------------------|----------------------------------|
| Texas First Bank - GENERAL FUND 0670 | KEMAH | 1.3300% | 12/31/2025 | - | | \$ 144,891.98 | 660.85 |
| Texas First Bank - HOT Fund 3966 | KEMAH | 0.6500% | 12/31/2025 | | | 156,673.79 | 157.59 |
| Texas First Bank - KCDC 0096 | KCDC | 0.9300% | 12/31/2025 | | | 270,438.15 | 235.85 |
| Texas First Bank - CAPITAL PROJECTS 0654 | KEMAH | 0.1000% | 12/31/2025 | | | 41,564.92 | 6.95 |
| Texas First Bank - KPD PRE SEIZED 0574 | KEMAH | 0.1000% | 12/31/2025 | | | 6,843.08 | 1.14 |
| Texas First Bank - KPD EE FUND 0948 | KEMAH | 0.1000% | 12/31/2025 | | | 9,251.02 | 1.55 |
| Texas First Bank - KPD CONTRABAND 1763 | KEMAH | 0.1000% | 12/31/2025 | | | 7,747.96 | 1.30 |
| Texas First Bank - COURT SECURITY 5376 | KEMAH | 0.1000% | 12/31/2025 | | | 2,998.25 | 0.50 |
| Texas First Bank - COURT TECHNOLOGY 8388 | KEMAH | 0.1000% | 12/31/2025 | | | 19,155.86 | 3.20 |
| Texas First Bank - KEMAH GROWTH FUND 4135 | KEMAH | 0.2500% | 12/31/2025 | | | 7,485.70 | 3.13 |
| Texas First Bank - FSA FLEX SPENDING 3987 | KEMAH | 0.1000% | 12/31/2025 | | | 5,036.59 | 0.84 |
| TOTALS TEXAS FIRST BANK | | | | | | 672,087.30 | 1,072.90 |
| LOGIC - GENERAL FUND | KEMAH | 4.1200% | POOLED | | | 832,007.80 | 16,878.27 |
| LOGIC - KCDC | KCDC | 4.1200% | POOLED | | | 2,690,810.66 | 18,663.75 |
| LOGIC - GROWTH FUND | KEMAH | 4.1200% | POOLED | | | 2,940,451.08 | 16,937.80 |
| LOGIC - CAPITAL PROJECTS | KEMAH | 4.1200% | POOLED | | | 167,400.91 | 1,159.69 |
| LOGIC - HOTEL OCCUPANCY FUND | KEMAH | 4.1200% | POOLED | | | 886,992.36 | 6,144.64 |
| TOTALS LOGIC | | | | | | 7,517,662.81 | 59,784.15 |
| TOTALS | | | | \$ - | \$ - | \$ 8,189,750.11 | \$ 60,857.05 |

| WEIGHTED AVERAGE MATURITY | BOOK VALUE | DAYS TO MAT. | BOOK X DAYS | |
|--------------------------------------|--------------|--------------|--------------|------------|
| Texas First Bank - GENERAL FUND | \$ 144,892 | 31 | \$ 4,491,651 | 1,927.06 |
| Texas First Bank - HOT Fund | \$ 156,674 | 31 | 4,856,887 | 1,018.38 |
| Texas First Bank - KCDC | \$ 270,438 | 31 | 8,383,583 | 2,515.07 |
| Texas First Bank - CAPITAL PROJECTS | \$ 41,565 | 31 | 1,288,513 | 41.56 |
| Texas First Bank - KPD PRE SEIZED | \$ 6,843 | 31 | 212,135 | 6.84 |
| Texas First Bank - KPD EE FUND | \$ 9,251 | 31 | 286,782 | 9.25 |
| Texas First Bank - KPD CONTRABAND | \$ 7,748 | 31 | 240,187 | 7.75 |
| Texas First Bank - COURT SECURITY | \$ 2,998 | 31 | 92,946 | 3.00 |
| Texas First Bank - COURT TECHNOLOGY | \$ 19,156 | 31 | 593,832 | 19.16 |
| Texas First Bank - KEMAH GROWTH FUND | \$ 7,486 | 31 | 232,057 | 18.71 |
| Texas First Bank - FSA FLEX SPENDING | \$ 5,037 | 31 | 156,134 | 5.04 |
| LOGIC - GENERAL FUND | \$ 832,008 | 31 | 25,792,242 | 34,278.72 |
| LOGIC - KCDC | \$ 2,690,811 | 31 | 83,415,130 | 110,861.40 |
| LOGIC - GROWTH FUND | \$ 2,940,451 | 31 | 91,153,983 | 121,146.58 |
| LOGIC - CAPITAL PROJECTS | \$ 167,401 | 31 | 5,189,428 | 6,896.92 |
| LOGIC - HOTEL OCCUPANCY FUND | \$ 886,992 | 31 | 27,496,763 | 36,544.09 |
| | \$ 8,189,750 | | 253,882,253 | 315,299.54 |

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

WEIGHTED AVERAGE MATURITY - DAYS = 31.00
WEIGHTED AVERAGE YIELD = 3.8499%



Item Number

9.D

Title

FEMA Small Project Closeout

Submitting Department

Finance

Background/Recommendation

Closing out project for Protective Measures, which the City received \$ 23,647.47

Closing out project for Debris Removal, which the City received \$ 121,777.31

Funding Source

Not Applicable

Attachments:

[FEMA Closeout Debris Removal.pdf](#)

[FEMA Closeout Protective Measures.pdf](#)

Ryan McClellen

From: Grants.TDEM.Texas.Gov <no-reply@emgrants.com>
Sent: Sunday, December 21, 2025 12:07 PM
To: Robin Collins
Cc: Ryan McClellen; Cesar Garcia; LeAnna Kinser
Subject: [EXTERNAL]Small Project Closeout Notification to Applicant

Small Project Closeout Notification to Applicant

grants.tdem.texas.gov

Dec 21, 2025 at 1:07 PM

Note: Please do not reply to this email directly as the mail box is not monitored. Click on the link below to log into <https://grants.tdem.texas.gov> and respond to the message.

Kemah
FIPS #: 167-38776-00
Robin Collins

Program: CFDA # 97.036 Public Assistance PA
Grant/Award: 4798 Hurricane Beryl
Project #, Name: 406 DR-4798-TX Cat A Debris Removal -City of Kemah

Small Project Closeout #3 <https://grants.tdem.texas.gov/app/#1358025>

Project Close-out Notification

This notification from the Texas Division of Emergency Management (TDEM) is to inform Kemah that the Federal Emergency Management Agency (FEMA) has reviewed and approved the State Closeout Referral for Project Worksheet # 406. If required, an amendment will be submitted to adjust costs based on any eligibility determinations completed.

Pursuant to 44 CFR §206.206 (PA) and 44 CFR §204.54 (FMAG), Appeals, you may appeal this determination within 60 days of receipt of this notification or upon obligation of the project amendment, whichever is soonest. You will need to submit your appeal, along with any supporting documentation, to your assigned Support Affiliate within the specified timeframe. If you elect to appeal, the appeal must:

- 1) Contain documented justification supporting your position
- 2) Specify the monetary figure in dispute, and
- 3) Cite the provisions in federal law, regulation, or policy with which you believe the initial action was inconsistent

Please be advised that all projects are subject to Federal audit. In accordance with 44 CFR §13.42, grantees and/or sub-grantees must maintain copies of all pertinent records related to this project for a minimum of three years after the date of transmission of the final expenditure report for project completion as certified by TDEM.

If you have any questions, please contact your TDEM Grant Coordinator or your Support Affiliate.

Thank you,

The Texas Division of Emergency Management
PO Box 285
Del Valle, TX 78617-9998

Sent from grants.tdem.texas.gov

Texas Division of Emergency Management
<https://grants.tdem.texas.gov>

To change your email notification preferences, [click here](#)

[EXTERNAL EMAIL] This email is not from a City of Kemah employee using a @kemahtx.gov email address. **DO NOT CLICK** links or open attachments unless you recognize the sender and email address and know the content is safe.

Ryan McClellen

From: Grants.TDEM.Texas.Gov <no-reply@emgrants.com>
Sent: Sunday, December 21, 2025 12:05 PM
To: Robin Collins
Cc: Ryan McClellen; Cesar Garcia; LeAnna Kinser
Subject: [EXTERNAL]Small Project Closeout Notification to Applicant

Small Project Closeout Notification to Applicant

grants.tdem.texas.gov

Dec 21, 2025 at 1:05 PM

Note: Please do not reply to this email directly as the mail box is not monitored. Click on the link below to log into <https://grants.tdem.texas.gov> and respond to the message.

Kemah
FIPS #: 167-38776-00
Robin Collins

Program: CFDA # 97.036 Public Assistance PA
Grant/Award: 4798 Hurricane Beryl
Project #, Name: 522 DR4798TX Kemah Emer Protective Measures

Small Project Closeout #2 <https://grants.tdem.texas.gov/app/#1329903>

Project Close-out Notification

This notification from the Texas Division of Emergency Management (TDEM) is to inform Kemah that the Federal Emergency Management Agency (FEMA) has reviewed and approved the State Closeout Referral for Project Worksheet # 522. If required, an amendment will be submitted to adjust costs based on any eligibility determinations completed.

Pursuant to 44 CFR §206.206 (PA) and 44 CFR §204.54 (FMAG), Appeals, you may appeal this determination within 60 days of receipt of this notification or upon obligation of the project amendment, whichever is soonest. You will need to submit your appeal, along with any supporting documentation, to your assigned Support Affiliate within the specified timeframe. If you elect to appeal, the appeal must:

- 1) Contain documented justification supporting your position
- 2) Specify the monetary figure in dispute, and
- 3) Cite the provisions in federal law, regulation, or policy with which you believe the initial action was inconsistent

Please be advised that all projects are subject to Federal audit. In accordance with 44 CFR §13.42, grantees and/or sub-grantees must maintain copies of all pertinent records related to this project for a minimum of three years after the date of transmission of the final expenditure report for project completion as certified by TDEM.

If you have any questions, please contact your TDEM Grant Coordinator or your Support Affiliate.

Thank you,

The Texas Division of Emergency Management
PO Box 285
Del Valle, TX 78617-9998

Sent from grants.tdem.texas.gov

Texas Division of Emergency Management
<https://grants.tdem.texas.gov>

To change your email notification preferences, [click here](#)

[EXTERNAL EMAIL] This email is not from a City of Kemah employee using a @kemahtx.gov email address. **DO NOT CLICK** links or open attachments unless you recognize the sender and email address and know the content is safe.



Item Number

9.E

Title

Next Level October-November report

Submitting Department

Human Resources

Funding Source

Not Applicable

Attachments:

[Next Level-October-November.pdf](#)

Utilization

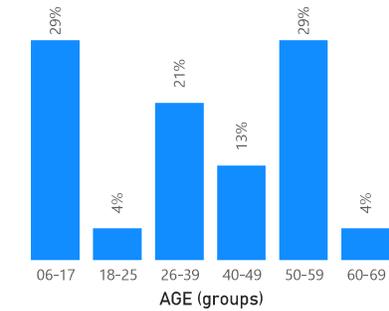
Average Monthly Members
108

Total Claimants
24

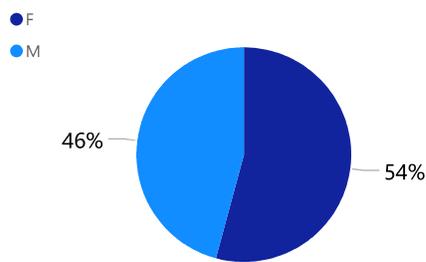
Utilization
22%

Net Promoter Score
92

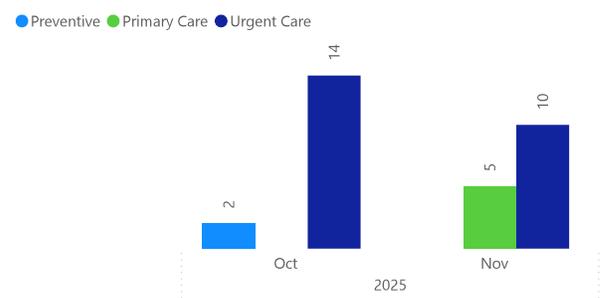
Engagement Rate by Age Group



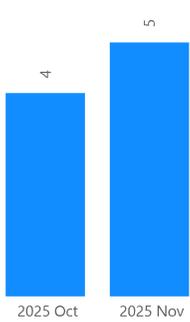
Gender Distribution



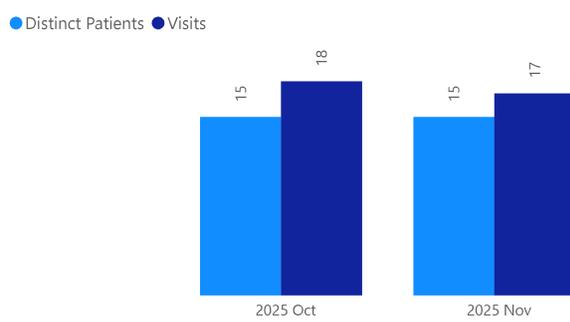
Primary Care and Urgent Care



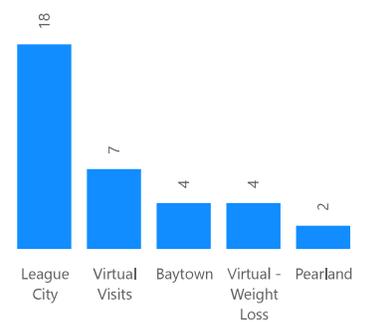
Weekend and After Hours



Visits by Month



Top 5 Provider Locations by Services





Service Value : 10/01/2025 - 11/30/2025

Total Employer Service Value

\$17,977

Total Cost of Prime

\$5,240

Total Savings

\$12,737

Savings vs Self Funded Plan

66.25%

Physician Office Service Value

| Category | Services | Employer Cost | Employer Savings | Employee Cost | Employee Savings |
|--------------|-----------|---------------|------------------|---------------|------------------|
| Urgent Care | 24 | \$175 | \$4,200 | \$25 | \$600 |
| Radiology | 2 | \$75 | \$150 | \$25 | \$40 |
| Primary Care | 5 | \$125 | \$625 | \$25 | \$125 |
| Preventive | 2 | \$155 | \$310 | \$0 | \$0 |
| Total | 33 | | \$5,285 | | \$765 |

Without Your PRIME Membership, Where Would You Have Gone For Care?

| | | | |
|-------|--------|---------|-------------|
| 7.03% | 34.14% | 28.16% | 30.67% |
| ER | PCP | Nowhere | Urgent Care |

Emergency Room Service Value

| Visit Type | Visits Saved | ER_Cost | Employer Savings |
|--------------|--------------|----------------|------------------|
| ER Visit | 2 | \$2,750 | \$5,500 |
| Total | 2 | \$2,750 | \$5,500 |

Prime Additional Services

| Category | Services | Distinct Patients | Employer Cost | Employer Savings | Employee Cost | Employee Savings |
|--------------|----------|-------------------|---------------|------------------|---------------|------------------|
| Weight Loss | 4 | 2 | \$0 | \$0 | \$0 | \$0 |
| Total | 4 | 2 | | \$0 | | \$0 |

Laboratory Service Value

| Cost Group | Count | BenchmarkCost | Employer Savings |
|--------------|-----------|---------------|------------------|
| Chemistry | 53 | \$124 | \$6,572 |
| Hematology | 5 | \$124 | \$620 |
| Total | 58 | | \$7,192 |

Vaccinations

| Count | Employer Savings |
|-------|------------------|
| | |



Item Number

9.F

Title

City Secretary Report

Submitting Department

City Secretary

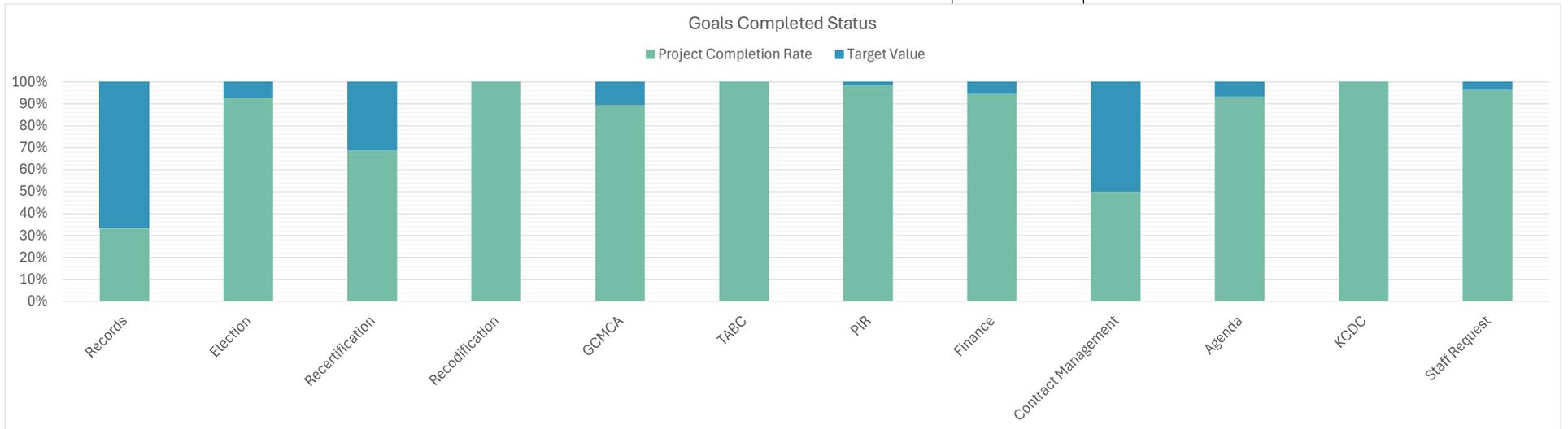
Funding Source

Not Applicable

Attachments:

[CS Staff Report.pdf](#)

| | Target Value | Yearly | Monthly | | Completed | Project Completion Rate | Yearly Comparison | | |
|---------------------|--------------|--------|----------|----------|-----------|-------------------------|-------------------|--------------------------|------|
| | | | 11/25/25 | 12/26/25 | | | 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% | 16 | 0 | 11 | 69% | 0 | 16 | 0 | |
| Recodification | 100% | 1 | 0 | 1 | 100% | 0 | 1 | 0 | |
| GCMCA | 100% | 19 | 3 | 17 | 89% | 0 | 19 | 0 | |
| TABC | 100% | 12 | 2 | 12 | 100% | 0 | 12 | 0 | |
| PIR | 100% | 277 | 36 | 273 | 99% | 226 | 277 | 0 | |
| Finance | 100% | 57 | 3 | 54 | 95% | 0 | 57 | 0 | |
| Contract Management | 100% | 6 | 0 | 3 | 50% | 0 | 6 | 0 | |
| Agenda | 100% | 89 | 20 | 83 | 93% | 0 | 89 | 0 | |
| KCDC | 100% | 4 | 1 | 4 | 100% | 0 | 4 | 0 | |
| Staff Request | 100% | 305 | 2 | 294 | 96% | 0 | 305 | 0 | |





Item Number

10.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

10.B

Title

Texas Open Meetings Act, Section 551.071 Government Code -Consultation with Attorney

Submitting Department

City Administrator

Funding Source

Not Applicable



Item Number

10.C

Title

Texas Open Meetings Act, Section 551.072 Government Code - Deliberations About Real Property

Submitting Department

City Administrator

Funding Source

Not Applicable



Item Number

11.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



Item Number

11.B

Title

Consideration and Possible Action Regarding Deliberations About Real Property

Submitting Department

City Administrator

Funding Source

Not Applicable



Item Number

12.A

Title

To Approve the Minutes of the 12/03/25 City Council Regular Meeting

Submitting Department

City Secretary

Funding Source

Not Applicable

Attachments:

[MIN 12-03-25 City Council Regular Meeting.pdf](#)

City of Kemah

City Council & Kemah Public Facilities Corporation



**Council Chambers
Kemah City Hall
1401 State Hwy 146
Kemah, Texas**

**COUNCIL REGULAR MEETING
MINUTES**

December 3, 2025
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 6:03 p.m. in the Council Chambers in Kemah City Hall. Present were City Councilmembers Doug Meisinger, Lee Wallace, Darren Broadus, Dustin Oliver, and Isaac Saldana. 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 |
|------------------|-------------------|------------------------|
| Shawn Williamson | 1819 Park Oaks | Sign |
| Dolcefino Media | 1951 Richmond Ave | Interview |
| Glen Gordy | 1304 Kipp | Animal Services |
| Shelia Thorne | | Item 13F AG Lawsuit |

5. Proclamations, Presentations, Awards, and Community Spotlight

- 5.A. Recognition of Staff Achievements – Texas Municipal Human Resources Association Certified Professional Designation City Administrator
- 5.B. Recognition of the City of Kemah achieving Silver Status in the SolSmart Program Building
- 5.C. Recognition of the City of Kemah’s Scenic City Certification – *Recognized Level* Communications and Tourism

6. Presentations and Consideration of Possible Action

Mayor Collins requested Item 13H be prioritized for discussion before item 6B.

- 6.A. Consideration and Possible Action of New Statewide Texas Emergency Management Assistance Team (TEMAT) Memo of Understanding (MOU) City Administrator

Motion: To Approve
Made By: Council Member Dustin Oliver
Seconded By: Council Member Lee Wallace
Vote: Motion Carried unanimously by all Councilmembers present.

- 6.B. Consideration and possible action to approve participation in Art of Soccer Program City Administrator

Motion: To Approve from HOT Funds and without the Art Included
Made By: Council Member Isaac Saldana
Seconded By: Council Member Darren Broadus
Vote: Motion Carried unanimously by all Councilmembers present.

7. Mayor's Comments and Announcements

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

- Events
- Groundbreaking for Dakota
- Ribbing Cutting for Verizon

8. Council Members' Comments and Announcements

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

Council Member Isaac Saldana

- None

Council Member Lee Wallace

- Thanks for Coming
- Happy Holidays

Council Member Doug Meisinger

- None

Council Member Dustin Oliver

- Thanks for Coming
- Happy Holidays

Council Member Darren Broadus

- Thanks for Coming
- Home2 Suites Permit

9. City Administrator Report

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

9.A. Highlight Summary of 11/18 KCDC Meeting **City Administrator**

9.B. Donation of Canopy for Kemah PD **City Administrator**

10. Reports from Staff

10.A. Administration Staff Report **City Administrator**

10.B. POLICE DEPARTMENT MONTHLY UPDATE **Police Department**

10.C. Human Resources Monthly Report **Human Resources**

10.D. Building Department Staff Report **Building**

10.E. City Secretary Report **City Secretary**

10.F. Finance Department Reports **Finance**

10.G. Linebarger Monthly Collection Report - October 2025 **Municipal Court**

11. Consent Agenda

Council Member Doug Meisinger requested Item 13B, 13E, 13G, 14A, 14B, and 14C be prioritized for discussion before item 11.

11.A. To Approve the Minutes of the 10/15/25 City Council Regular Meeting City Secretary

11.B. To Approve the Minutes of the 11/05/25 City Council Regular Meeting City Secretary

Motion: To Approve Items 11A and 11B

Made By: Council Member Darren Broadus

Seconded By: Council Member Lee Wallace

Vote: Motion Carried unanimously by all Councilmembers present.

12. Old Business and Consideration of Possible Action

12.A. Consideration and Possible Action to Approve Ordinance 2025-06 Police Department

AN ORDINANCE OF THE CITY OF KEMAH, TEXAS, AMENDING CHAPTER 10 ("ANIMALS") OF THE CITY'S CODE OF ORDINANCES TO ESTABLISH A TRAP-NEUTER-RETURN (TNR) PROGRAM FOR COMMUNITY CATS; PROVIDING FOR DEFINITIONS, PROGRAM AUTHORITY, CARETAKER REQUIREMENTS, ENFORCEMENT, PENALTIES, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Reading 2 of 2

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

Motion: To Approve

Made By: Council Member Darren Broadus

Seconded By: Council Member Doug Meisinger

Vote: Motion Carried unanimously by all Councilmembers present.

13. New Business and Consideration of Possible Action

13.A. Consideration and Possible Action: To Approve the Council Meeting Dates for 2026 City Secretary

Motion: To Approve with the 2nd meetings in November and December canceled

Made By: Council Member Darren Broadus

Seconded By: Council Member Lee Wallace

Vote: Motion Carried unanimously by all Councilmembers present.

- 13.B. Consideration and Possible Action: Abandonment and Release of Sidewalk Easement on Lawrence Road** **Building**
- Motion:** To Move Item Up for Discussion Council Member Doug Meisinger requested Item 13B, 13E, 13G, 14A, 14B, and 14C be prioritized for discussion before item 11.
- Made By:** Council Member Doug Meisinger
- Seconded By:** Council Member Isaac Saldana
- Vote:** Motion Carried unanimously by all Councilmembers present.
- Motion:** To Approve
- Made By:** Council Member Darren Broadus
- Seconded By:** Council Member Lee Wallace
- Vote:** Motion Carried unanimously by all Councilmembers present.
- 13.C. Consideration and Possible Action on Appointment of a Member to the Board of Directors of the Harris-Galveston Subsidence District** **City Secretary**
- Motion:** To Appoint Shannon Lucas
- Made By:** Council Member Darren Broadus
- Seconded By:** Council Member Doug Meisinger
- Vote:** Motion Carried unanimously by all Councilmembers present.
- 13.D. Consideration and Possible Action on TCAP 2026 Election Ballot** **City Administrator**
- Motion:** To Appoint Cesar Garcia and Aaron Smith and allow Cesar Garica to select the remaining votes
- Made By:** Council Member Isaac Saldana
- Seconded By:** Council Member Lee Wallace
- Vote:** Motion Carried unanimously by all Councilmembers present.
- 13.E. Consideration and Possible Action: Appointments to the City of Kemah Municipal Management District #1 (MMD1)** **City Secretary**
- Fill Vacancies, Appointments, and Removal
- Motion:** To Move Item Up for Discussion Council Member Doug Meisinger requested Item 13B, 13E, 13G, 14A, 14B, and 14C be prioritized for discussion before item 11.
- Made By:** Council Member Doug Meisinger
- Seconded By:** Council Member Isaac Saldana
- Vote:** Motion Carried unanimously by all Councilmembers present.

Motion: To Appoint Deborah Bennett
Made By: Council Member Doug Meisinger
Seconded By: Council Member Lee Wallace
Vote: Motion Carried unanimously by all Councilmembers present.

13.F. Consideration and Possible Action to waive Kemah Community Center City Administrator Deposit, Rental Fee, Cleaning Fee and Officers Fee

Motion: To Approve the waiver of the Community Center Fee, excluding the Cleaning Fee, Officers Fee, and Event Insurance Policy
Made By: Council Member Isaac Saldana
Seconded By: Council Member Darren Broadus
Vote: Motion Carried unanimously by all Councilmembers present.

13.G. Consideration and Possible Approval of the Memorandum of Police Department Understanding (MOU) between GiveMore and the City of Kemah Regarding the Blessing Box Initiative

Motion: To Move Item Up for Discussion Council Member Doug Meisinger requested Item 13B, 13E, 13G, 14A, 14B, and 14C be prioritized for discussion before item 11.
Made By: Council Member Doug Meisinger
Seconded By: Council Member Isaac Saldana
Vote: Motion Carried unanimously by all Councilmembers present.

Motion: To Approve
Made By: Council Member Dustin Oliver
Seconded By: Council Member Lee Wallace
Vote: Motion Carried with Council Member Darren Broadus abstaining from the vote.

13.H. Consideration and Possible Action to Accept a Quote for Short-Term Rental Management City Administrator

Motion: To Move Item Up for Discussion Mayor Collins requested Item 13H be prioritized for discussion before item 6B.

Made By: Council Member Darren Broadus

Seconded By: Council Member Doug Meisinger

Vote: Motion Carried unanimously by all Councilmembers present.

Motion: To Approve the agreement with Decker, funded from HOT Funds

Made By: Council Member Dustin Oliver

Seconded By: Council Member Doug Meisinger

Vote: Motion Carried unanimously by all Councilmembers present.

13.I. Discussion on Parking in Front of Commercial Signage City Administrator

No Action Taken

14. Executive (Closed) Session(s)

Mayor Collins adjourned the regular meeting to proceed with the closed sessions at 7:03 PM

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

Motion: To Move Item Up for Discussion Council Member Doug Meisinger requested Item 13B, 13E, 13G, 14A, 14B, and 14C be prioritized for discussion before item 11.

Made By: Council Member Doug Meisinger

Seconded By: Council Member Isaac Saldana

Vote: Motion Carried unanimously by all Councilmembers present.

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

City Secretary

Motion: To Move Item Up for Discussion Council Member Doug Meisinger requested Item 13B, 13E, 13G, 14A, 14B, and 14C be prioritized for discussion before item 11.

Made By: Council Member Doug Meisinger

Seconded By: Council Member Isaac Saldana

Vote: Motion Carried unanimously by all Councilmembers present.

14.C. Texas Open Meetings Act, Section 551.071 Government Code - City Administrator Consultation with Attorney

Motion: To Move Item Up for Discussion Council Member Doug Meisinger requested Item 13B, 13E, 13G, 14A, 14B, and 14C be prioritized for discussion before item 11.

Made By: Council Member Doug Meisinger

Seconded By: Council Member Isaac Saldana

Vote: Motion Carried unanimously by all Councilmembers present.

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

Mayor Collins reconvened the regular meeting to proceed with the closed sessions at 8:50 PM Mayor Collins requested Item 15A, 15B, and 15C be prioritized for discussion before item 11.

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

Motion: To Move Item Up for Discussion Mayor Collins requested Item 15A, 15B, and 15C be prioritized for discussion before item 11.

Made By: Council Member Darren Broadus

Seconded By: Council Member Doug Meisinger

Vote: Motion Carried unanimously by all Councilmembers present.

Motion: To Approve a lease agreement between City of Kemah and Kemah Hardware pertaining to property ID# 161524

Made By: Council Member Dustin Oliver

Seconded By: Council Member Darren Broadus

Vote: Motion Carried unanimously by all Councilmembers present.

15.B. Consideration and Possible Action on Personnel Matters Discuss Mayor Employment, Appointment, or Evaluation of a Public Officer or Employee, to-wit:

City Secretary

No Action Taken

Motion: To Move Item Up for Discussion Mayor Collins requested Item 15A, 15B, and 15C be prioritized for discussion before item 11.

Made By: Council Member Darren Broadus

Seconded By: Council Member Doug Meisinger

Vote: Motion Carried unanimously by all Councilmembers present.

15.C. Consideration and Possible Action on Consultation with City Attorney City Administrator

No Action Taken

Motion: **To Move Item Up for Discussion Mayor Collins requested Item 15A, 15B, and 15C be prioritized for discussion before item 11.**

Made By: **Council Member Darren Broadus**

Seconded By: **Council Member Doug Meisinger**

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

16. Adjournment

Mayor Collins-there being no further comments, the meeting is adjourned by 9:15 PM.

Meeting End Time: 9:15 PM

Date: _____

Approved: _____
Robin Collins, Mayor

Attest: _____
Natasha Hinton, City Secretary



Item Number

12.B

Title

Consideration and Possible Action to Approve Resolution 2026-01

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

Submitting Department

City Secretary

Background/Recommendation

Annually we enter into a contract with Galveston County to conduct our elections for us. Without this, we lack the machines and staff to adequately operate our election. The amount of the contract is properly funded in this year's budget.

Funding Source

Funds are available from Account # 01-511-8125 Election Expenses

Attachments:

[RES 2026-01.docx](#)

[Entity Contract 2026.docx](#)

[Budget.pdf](#)

RESOLUTION NO. 2026-01

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.

WHEREAS, the City Council wishes to proceed with the ordering of such election for the purpose of electing a person to the positions of **Council Positions One, Three, and Five** on Saturday, May 2, 2026.

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

Section 1. The facts and opinions in the preamble of this resolution are true and correct.

Section 2. The City Council hereby approves and authorizes a contract for election services between the Election 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.

Section 3. The City Administrator is hereby authorized to execute all documents necessary to complete this transaction.

Section 4. All resolutions, ordinances and/or agreements and parts thereof in conflict herewith are repealed to the extent of the conflict only.

Section 5. It is hereby found and determined that the meeting at which this resolution was passed was open to the public and that advance public notice of the time, place and purpose of said meeting was given as required by law.

PASSED AND APPROVED the _____ day of January, 2026.

Robin Collins
Mayor

ATTEST:

Natasha R. Hinton
City Secretary

Contract for Election Services
Local Entity Countywide Vote Center Elections

This Contract is made and entered into this ____ day of _____, 20__ by and between Hon. Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County (herein known as "Galveston County") and _____ on behalf of _____ ("Entity").

This Contract is being entered into pursuant to Texas Election Code, Chapter 31, Subchapter D for the purpose of ensuring that Galveston County and the Entity understand the tasks each is to perform in connection with the following election and any subsequent runoff election, to-wit:

Purpose of Election: _____

May 2, 2026
Election Date

TBD
Runoff Election Date

Early Voting will be held on **April 20-24, 2026** from 8 a.m. to 5 p.m., Monday, **April 27–Tuesday, April 28, 2026** from 7 a.m. to 7 p.m. On Election Day, the polls will be open from 7 a.m. to 7 p.m.

1. Duties and Services of Galveston County. Galveston County shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and any subsequent runoff election.

- 1.1. Program, or arrange to have programmed, the ballot.
- 1.2. Arrange to have published the legal notices of the first test of the electronic tabulating equipment as provided in Texas Election Code §127.096 and conduct all required tests of the electronic tabulating equipment under Texas Election Code §§127.096-127.098 and §§129.021-129.023. The first test shall be conducted at least five days prior to the election where possible. In addition, it will be performed during normal business hours and open to the public.
- 1.3. Provide all election services, as required by law, for all portions of Galveston County.
- 1.4. Provide technical and equipment support for the electronic poll pads, voting machines and equipment being provided to the Entity. In the event there is an equipment failure Galveston County shall try to remedy the problem over the phone. If unable to do so, will dispatch to locations within Galveston County the appropriate technical support personnel and equipment to correct the failure.
- 1.5. On behalf of the Entity, obtain Official Voter Registration lists from the Voter Registrar to be used during Early Voting and on Election Day.
[See Section 2.3 below]

- 1.6. Provide Ballot by Mail services for the Entity.
- 1.7. Hire Judges, Alternate Judges, and clerks to serve as election workers at the various polling locations. Workers will be paid in accordance with Section 5 of this contract and will be required to complete election training (at the discretion of the Elections Division) as a prerequisite for serving. Workers will be paid for attending training.
- 1.8. Select the countywide vote center polling locations in coordination and assistance with the Entity and with the approval of Galveston County Commissioners' Court. Entity will be required to provide voting locations as may be needed within their jurisdiction. Polling locations must be in compliance with Chapter 43 of the Texas Election Code.
- 1.9. Provide the Entity ****and where possible the candidates running for office***, a sample ballot for them to proof and approve or provide corrections.
[See sections 2.6 and 2.7 for related information]

***The Entity will be responsible for providing Galveston County with the email and contact information for each candidate who will be on the ballot.**
- 1.10 As required by §67.017(b) and the Secretary of State's Office, Galveston County will provide all reports needed to the Entity so they can submit precinct-by-precinct reports no later than the 30th day after Election Day.

For additional Duties of Galveston County see section **(5) Fee Schedule of Galveston County** below.

2. Duties and Services of the Entity. The Entity will be responsible for performing the duties and services set forth in this section and will consummate this contract **on or before February 6, 2026**. Contracts submitted after this date will require a \$500 fee, which **will be non-refundable regardless of whether the Entity cancels its election.**

- 2.1. Prepare and submit any required submissions to the U.S. Department of Justice under the Federal Voting Rights Act of 1965 for its election and runoff election.
- 2.2. Publish notices of the election in accordance with Section 4.003(a) of the Texas Election Code.
- 2.3. Provide Galveston County with the Entity's requirements for Official Voter Registration lists for early voting and Election Day.
- 2.4. In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to Galveston County.
- 2.5 It is understood that the Entity may need to modify its election order after **February 17, 2026**, to reflect the actual early voting and Election Day polling locations once the final determination has been made as to which entities will actually be holding an election.

If the Entity wishes to select additional polling locations within its footprint, it will submit a list and the contact information for each facility to Galveston County by **February 6, 2026**. Regardless of who selects the polling locations the Entity shall comply with Texas Election Code §43.062, and shall notify prospective voters of the new location by placing a notice at the old polling location and a notice at the new polling location.

[See Section 1.7 for additional information on the selection of countywide polling places]

- 2.5. Provide to Galveston County the language for any ballot propositions, the names of election contests, the names of candidates, as they are to appear on the ballot, a copy of a sample ballot, ballot draw information and a completed "Requirements to Program the Ballot" form. These materials will be provided in an electronic form to Galveston County by **no later than February 18, 2026**. All language on the ballot must be provided in both English and Spanish in a MS Word format. Any other languages required by law, must also be provided in a MS Word format as well (e.g., Harris County, Chinese and Vietnamese). In addition, the Entity will collect and provide to Galveston County the names, addresses, phone numbers and email addresses of all the candidates who are to appear on its ballot. This information will be used to send candidates copies of the ballot proofs for their review. ***[See Section 1.8]***
- 2.6. Return to Galveston County, by **March 11, 2026 5 p.m.**, confirmation that the sample ballots Galveston County has prepared and provided to the Entity are satisfactory or provide changes that need to be made. Galveston County intends to conduct the L&A test on the Entity's ballot no later than **March 17, 2026 at 9a.m.**

The Entity shall have a representative present during the testing who will sign an affidavit signifying the ballot proofs are accurate and acceptable to the Entity. If unable to attend, a representative may send a signed electronic response approving the ballot. ***[See Section 1.8 for related information on ballot proofing]***

- 2.7. Galveston County will be conducting elections for numerous Entities on the same day. The parties understand that each election has its own challenges and requirements and that failure to provide the information outlined in Section 2 of this contract by the dates specified will place an undue burden on Galveston County that may hinder the ability to provide the services to the Entity in a timely and accurate manner. **Should the Entity miss the deadlines, and/or fail to notify the County of any special circumstances (e.g., adding portions of another county to their election, additional languages required, or unopposed candidates on the ballot) there may be additional charges incurred, up to \$1,000.00 and additional labor and material costs, to be determined by the Chief Deputy of Elections. Should Galveston County be unable to provide the services in a timely and accurate manner the Entity, to the extent allowed under the Constitution and Laws of the State of Texas, shall hold Galveston County and employees harmless from any election errors and corresponding liability and/or damages that may result, including but not limited to the costs incurred related to an election contest and/or the need to conduct a subsequent election.**
- 2.8. Unless otherwise stipulated, Galveston County will transport or have the Presiding Election Judges transport on its behalf, the voting machines and equipment to and from the Entity's early voting and Election Day voting locations.

- 2.9. Monitor, with the assistance of Galveston County, the overall conduct of its election in Entity's jurisdiction including the observation of the tabulating of the results.
- 2.10. Entity to pay a **\$125** fee per early voting and Election Day polling locations within its jurisdiction for additional support staff to provide the Entity and its Judges election support services throughout the term of this contract.
- 3. Cancellation of Contract:** Except for contracts consummated after **February 6, 2026**, the Entity may cancel this contract without incurring any expenses by notifying Galveston County of its intention to cancel by no later than two (2) business days after its candidates' filing deadline of **February 17, 2026**. The Entity will be obligated to pay Galveston County a **\$500** fee if cancelled after this grace period.
- 4. Special Provision: Bilingual Poll Worker Requirements.** Galveston County is permanently committed to:
- Provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the electoral process, including ballots," that they provide in English as required by Section 4(f)(4) of the Voting Rights Act, 43 U.S.C. 1973b(f)(4); and
 - Ensure that poll workers provide and receive adequate training regarding (1) the use of providing provisional ballots under Section 302(a) of HAVA; and (2) the display of all HAVA-required signs under Section 302(b) of HAVA.
- 5. Fee Schedule of Galveston County:** Galveston County agrees to perform these services at the following rates:
- Provide to the Election Judges all necessary election supplies, which are to be returned to Galveston County after the polls close on Election Night.
Cost: \$100 per kit
 - Arrange for staff to receive the supplies and equipment being returned by the Election Judges on Election Night.
Cost: Overtime for staff and part time workers hired to provide this service will be evenly split between the entities contracting with Galveston County.
 - Provide all necessary voting machines and equipment for use at early voting and Election Day locations.
Cost: \$465 per Verity Duo, \$506 per Verity Controller, \$577 per Verity Duo with access, \$610 per Verity Scanner and \$150 per Verity Duo Go.
 - Transport the voting machines and equipment to and from the voting locations.
Cost: \$200 delivery per location
 - Program the ballot and conduct the Logic and Accuracy Testing of the counting equipment.
Cost determined by the number of contests on the ballot: \$1500 for up to 5, \$2530 for up to 10, \$3,300 for up to 20, \$4,180 for up to 40 and \$5280 for up to 75, and \$6720 for up to 100 contests.
 - Provide a central counting station, supplies, equipment and the tabulating and supervisory personnel needed to tabulate. Prepare the unofficial tabulation results and unofficial/official canvass report.

Cost: \$1000 for use of the equipment plus overtime for county employees doing the tabulation if applicable.

- g) Assist the Entity in the general overall supervision of the election and any subsequent runoff election.
Cost: Included in the 10% election fee
- h) Conduct early voting and Election Day Voting training.
Cost: \$75 per person per class
- i) Two or more electronic **poll pads** will be deployed (at the discretion of the Elections Division) to each polling location.
Cost \$100 per poll pad
- j) Galveston County will partner with the Entities to determine the polling locations within their jurisdictions.
- k) Hire judges, alternate judges, and clerks that are trained by Galveston County and are registered voters from within one of the jurisdictions holding an election.
Cost: Total amount reimbursable by the Entity.
- l) Elections Mobile App: Entities contracting elections with Galveston County will have their election information included on the Elections Mobile App.
Cost: up to \$500.
- m) The cost for all printed ballots (ballots by mail, sample ballots and test ballots) is **\$.50** per sheet.
- n) Ballots by Mail: Galveston County will provide ballot by mail processing services to the Entity. ***The cost for this service is \$4.00 per ballot (\$4.50, if a multi-page ballot).***
- o) The Entity may have an observer present during the tabulation of the votes. The name and contact information of the observer must be provided to and approved by the Presiding Judge of the Central Count Station on the form prescribed by the Texas Secretary of State upon arrival at the location.

6. Compensation, Billing, and Payment. In accordance with Section 31.100(d) of the Texas Election Code, the Entity will pay Galveston County the greater of Seventy-Five (\$75.00) Dollars or ten percent (10%) of the total amount of this contract for general supervision of the election. Pursuant to Texas Election Code §31.098, Galveston County may contract with third persons for election services and supplies agreed to herein and the Entity hereby agrees to pay for these third-party costs when invoiced by Galveston County.

Galveston County will invoice the Entity for services rendered under this contract. The Entity will make payment to Galveston County in accordance with the terms and provisions of what is commonly referred to as the Texas Prompt Payment Act.

7. Voting System. The Hart Intercivic Verity Duo equipment as approved by the Texas Secretary of State will be the voting system used in providing services under this contract.

8. Authorized Representatives. Galveston County's authorized representative for all purposes of this contract is its Chief Deputy Clerk for Elections.

The Entity's authorized representative for all purposes of this contract is:

Name

Phone #

9. General Provisions. As specified in Texas Election Code §31.096 this contract may not change:

- a) The authority with whom applications of candidates for a place on a ballot are filed;
- b) The authority with whom documents are filed under Texas Election Code §251.001 et. seq.; or
- c) The political subdivision's requirement to maintain office hours under section 31.122.

As set forth in Texas Election Code §31.099 not later than the 10th day after the date this contract is executed Galveston County shall file a copy of this contract with the County Treasurer and the County Auditor.

10. WAIVER OF DAMAGES. The parties acknowledge that the Hart Intercivic Verity Duo System and the programming of paper ballots is highly technical and that it is conceivable that despite the efforts of Galveston County it might fail during an election or might contain errors. The Entity agrees that should the electronic voting system fail, it will not make any claim against Galveston County or any of their full or part-time employees, independent contractors or agents for damages of any kind, including but not limited to any and all costs relating to an election contest and/or costs and damages incurred for having to conduct a second election caused as a result of such failure or error.

The Entity acknowledges that holding multiple simultaneous elections presents logistical problems and other problems over and above a single election. Galveston County and its employees and agents will attempt to help ensure that these simultaneous elections are conducted without error or mishap, but on occasion, errors or mishaps do occur. Accordingly, the Entity agrees that should an error or mishap occur that it will not make any claim against Galveston County, or their full or part-time employees, independent contractors or agents for damages of any kind including but not limited to any and all costs relating to an election contest and/or costs and damages incurred by the Entity for having to conduct a second election, as a result of such error or mishap.

If legal action is filed against the Entity involving its election and if Galveston County is named as a party to this legal action and the complaint is based solely on allegations made against the Entity, the Entity shall be solely responsible for all costs and defense of that suit. In addition, the Entity shall be required to provide adequate legal counsel for Galveston County and, upon notice to the Entity, Galveston County shall be entitled to settle such claim or legal action upon terms it deems most advantageous to itself.

For purposes of implementing this contract, Galveston County and the Entity designate the following individuals to submit and/or receive information or notices to Galveston County or the Entity:

Galveston County:

Dwight D. Sullivan, County Clerk
Attention: Wendi Fragoso, Chief Deputy of Elections
Galveston County Records and Election Center
10000 Emmett F. Lowry Expressway, Suite 1152
Texas City, TX 77591

P.O. Box 17253
Galveston, Texas 77552-7253
409-770-5108
Email: Wendi.Fragoso@co.galveston.tx.us

Entity:

Phone: _____

Email: _____

This contract will be submitted to the Galveston County Commissioners' Court to be placed on the Consent Agenda as a Receive and File Item.

11. Galveston County Title VI Assurance Clause. Galveston County is committed to ensuring that no person, on the ground of race, color, national origin, religion, sex, age, disability or Veteran status, shall be subjected to discrimination, excluded from participation, or denied the benefits of, its programs and activities.

In accordance with this policy Galveston County requires its service providers and contractors to agree that during the performance of this contract the service provider or contractor for itself, its assignees and successors will abide by the following:

Compliance with Non-Discrimination Laws and Regulations. During the performance of this contract, contractor, for itself, its assignees and successors in interest (hereinafter referred to as "contractor") agrees as follows:

- 1) **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.
- 2) **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination

prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- 3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.
- 4) **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:
 - a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b) cancellation, termination, or suspension of the contract, in whole or in part.
- 6) **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Executed this _____ day of _____, 20__.

Galveston County:

Dwight D. Sullivan
County Clerk

Entity:

Name: _____
(Please Print)

(Signature)

- City Manager
- Superintendent
- City Secretary
- Chair County Executive Committee
- Mayor
- President
- Other

Received and Filed:
Galveston County

Hon. Mark Henry
County Judge
Attest:

Dwight D. Sullivan
County Clerk

Date: _____

Date Copy of Agreement Furnished
to County Treasurer: _____

Date Copy of Agreement Furnished
to County Auditor: _____

CITY OF KEMAH
PROPOSED BUDGET
FISCAL YEAR 2025-2026
CITY SECRETARY

| ACCOUNT | ACCOUNT DESCRIPTION | FY 2022 | FY 2023 | FY 2024 | FY 2025 | (Y-T-D) | PROPOSED BUDGET 2026 |
|----------------|-----------------------------|---------|---------|---------|---------------|--------------|----------------------|
| 01 511-5270 | HEALTH INSURANCE | \$ - | \$ - | \$ - | \$ 6,978.00 | \$ 2,340.00 | \$ 8,100.00 |
| 01 511-5275 | UNEMPLOYMENT | \$ - | \$ - | \$ - | \$ 117.00 | \$ - | \$ 210.00 |
| 01 511-5280 | WORKERS COMP | \$ - | \$ - | \$ - | \$ 341.00 | \$ - | \$ 3,547.25 |
| 01 511-5370 | PAYROLL TAX | \$ - | \$ - | \$ - | \$ 6,354.00 | \$ 2,370.00 | \$ 9,608.55 |
| 01 511-5400 | RETIREMENT | \$ - | \$ - | \$ - | \$ 5,316.00 | \$ 2,028.00 | \$ 13,188.21 |
| 01 511-5410 | SALARIES | \$ - | \$ - | \$ - | \$ 82,400.00 | \$ 31,154.00 | \$ 124,836.31 |
| 01 511-5412 | INCENTIVE PAY/CERTIFICATION | \$ - | \$ - | \$ - | \$ 600.00 | \$ - | \$ 600.00 |
| 01 511-5413 | LONGEVITY | \$ - | \$ - | \$ - | \$ 56.00 | \$ - | \$ 170.00 |
| 01 511-6010.10 | TRAINING - CITY SECRETARY | \$ - | \$ - | \$ - | \$ 5,700.00 | \$ 799.00 | \$ 6,400.00 |
| 01 511-7350 | OFFICE SUPPLIES | \$ - | \$ - | \$ - | \$ 1,912.00 | \$ 375.00 | \$ 2,200.00 |
| 01 511-7400 | POSTAGE | \$ - | \$ - | \$ - | \$ 100.00 | \$ - | \$ 110.00 |
| 01 511-8125 | ELECTION EXPENSES | \$ - | \$ - | \$ - | \$ 25,200.00 | \$ 6.00 | \$ 25,200.00 |
| 01 511-8400 | OPERATION EXPENSES | \$ - | \$ - | \$ - | \$ - | \$ - | |
| 01 511-8401 | TECHNOLOGY | \$ - | \$ - | \$ - | \$ 58,041.00 | \$ 39,218.80 | \$ 50,328.00 |
| 01 511-8405 | PUBLICATIONS | \$ - | \$ - | \$ - | \$ 30,000.00 | \$ 3,738.00 | \$ 30,000.00 |
| 01 511-8425 | ANNUAL DUES | \$ - | \$ - | \$ - | \$ 225.00 | \$ 125.00 | \$ 225.00 |
| 01 511-8460 | CODIFICATION | \$ - | \$ - | \$ - | \$ 20,216.00 | \$ - | \$ 20,216.00 |
| 01 511-8465 | RECORDS MANAGEMENT | \$ - | \$ - | \$ - | \$ 34,268.00 | \$ 13,174.00 | \$ 6,768.00 |
| | CITY SECRETARY | \$ - | \$ - | \$ - | \$ 277,824.00 | \$ 95,327.80 | \$ 301,707.32 |



Item Number

12.C

Title

Consideration and Possible Action to Approve Resolution 2026-02

A Resolution of the City of Kemah, Texas Designating an Official Newspaper for the City of Kemah

Submitting Department

City Secretary

Background/Recommendation

Requested a quote for services from:

Galveston Daily News- No response

Around the Bay News- Attached at \$6.00 per column inch

The Post- No response

It is estimated that we current pay \$29 per column inch from Galveston Daily News.

Local Government Code: Sec. 52.004. OFFICIAL NEWSPAPER:

(a) As soon as practicable after the beginning of each municipal year, the governing body of the municipality shall contract, as determined by ordinance or resolution, with a public newspaper of the municipality to be the municipality's official newspaper until another newspaper is selected.

(b) The governing body shall publish in the municipality's official newspaper each ordinance, notice, or other matter required by law or ordinance to be published.

Funding Source

Funds are available from Account # 01-511-8405 Publications

Attachments:

[RES 2026-02.docx](#)

[Around the bay News.pdf](#)

RESOLUTION NO. 2026-02

**A RESOLUTION OF THE CITY OF KEMAH, TEXAS
DESIGNATING AN OFFICIAL NEWSPAPER FOR THE CITY OF KEMAH**

WHEREAS, State law requires that the City Council of a Type A city designate its official newspaper by resolution or ordinance and contract with that paper to publish required notices (Tex. Loc. Gov't Code Section 52.004a).

WHEREAS, the City Council has determined that the ***Around the Bay News*** is a paper of general circulation within the City of Kemah; and

WHEREAS, the City Council finds that the ***Around the Bay News***:
(1) devotes not less than 25% of its total column lineage to general interest items;
(2) is published at least once each week;
(3) is entered as 2nd class postal matter in the county where published; and
(4) has been published regularly and continuously for at least 12 months before the governmental entity or representative publishes notice; and

WHEREAS, the City Council finds that the ***Around the Bay News*** is a publication that meets all of the criteria legally required of an officially designated newspaper for the City of Kemah.

WHEREAS, the City Council shall designate the ***Around the Bay News***, by this publication as its official designated newspaper until further notice.

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

1. the ***Around the Bay News*** is designated as the official newspaper for the City of Kemah for an annual term of **January 15, 2026 until January 14, 2027** and thereafter until another newspaper is designated in its place.
2. the Mayor is authorized and directed to execute a contract each year with the official designated newspaper establishing the best available applicable rates for publication of city notices.
3. the City of Kemah shall publish in the ***Around the Bay News*** each ordinance, notice or other matter required by law to be published.
4. this Resolution is effective immediately upon passage.

PASSED AND APPROVED THIS 7th DAY OF JANUARY, 2026.

Mayor Robin Collins

ATTEST:

Natasha R. Hinton, City Secretary

Natasha Hinton

From: wade thibodeaux <wade@aroundthebaynews.com>
Sent: Thursday, December 4, 2025 2:19 PM
To: Natasha Hinton
Subject: [EXTERNAL]Re: Request for Quote – Public Notice Publication Services for the City of Kemah

Thank you for contacting us. We would love to be your newspaper of record and publish your notices. We meet all of the legal requirements and are currently the newspaper of record for Shoreacres, Seabrook, and La Porte as well as publishing notices for others(ISD's, County's, Water District's, etc) in Chambers, Harris, Galveston, Jefferson, and Hardin Counties. Pursuant to Number

1. We publish all of those.

2. Our rate is \$6.00 per column inch period. No discounts and no upcharges. Our deadline is Monday at Noon for a Wednesday publication. If you require proof beforehand, please submit the previous week. After publication, we will provide an affidavit, an invoice, and a tearsheet. We can submit all of those electronically or in physical form. Either way with no additional charge.

3. Our circulation is hovering around 1500 as it changes regularly with additions and subtractions. We publish weekly on Wednesdays and we meet all requirements to be a "newspaper of general circulation" under Texas law. Our office number is 409.296.9988 and my cell phone is 409.656.5677. Email submissions to wade@txmediacorp.com is the best way to send information to us. The cost of \$6.00 per column inch is one charge for both online and print publication. No double charging and we can provide a few online subscriptions for verification of posting as well as we can provide some print subscriptions for those that prefer to hold an actual newspaper in their hands.

Our process is really pretty simple. It's \$6.00 per column inch and we take care of everything else. Hopefully, this answers all of your questions, but if you have any additional ones please reach out to me either by cell phone or email. Please advise of the outcome of the bid process and I am available to answer any questions in front of Council at their meeting if they so desire. Once again, Thank You for your interest in The Hometown Press and Around the Bay News and hope to hear from you soon.

Wade Thibodeaux
Publisher
Texas Media Corp

On Tue, Nov 25, 2025 at 10:58 AM Natasha Hinton <nhinton@kemahtx.gov> wrote:

Good Morning,

The City of Kemah is requesting a quote for **public notice publication services** for the upcoming fiscal year. We are gathering pricing information from local newspapers to ensure compliance with Texas Local Government Code requirements for official municipal publications.

[Requirements for a “Newspaper of General Circulation”](#)

Under [Texas Gov't Code § 2051.044](#) and related statutes, the newspaper must:

1. Be published **at least once each week**.
2. Be printed in **English**.
3. Have **general circulation** in the city (not limited by membership or trade).
4. Contain **news content**, not just ads or classified notices.
5. Have been **published regularly for at least 12 months** prior.
6. [Have a paid subscription list OR be otherwise generally available to the public.](#)

Please provide a quote that includes the following:

Requested Services

1. Publication of Legal Notices

- Ordinances
- Public hearings
- Bid notices/RFPs
- Election notices
- Other required statutory notices

2. Rate Information

- Cost per column inch
- Any flat-rate options
- Deadlines for submission/publication
- Proof of publication process & associated fees

3. General Information

- Newspaper circulation details
- Publication frequency
- Confirmation that the paper meets the qualifications of a “newspaper of general circulation” under Texas law
- Contact information for billing and scheduling ads

Additional Details

- Notices are typically submitted as Word or PDF documents.
- We may require both print and online posting options—please specify if both are included in your rate or billed separately.
- Please include any annual contract or volume discount options if available.

We kindly request your quote by **December 19, 2026** so that we may present the information to City Council for consideration.

If you have any questions or require further information, feel free to contact me directly.

Thank you for your assistance.

Natasha Hinton, TRMC

City Secretary

CITY OF KEMAH, TEXAS

1401 Hwy 146, Kemah, TX 77565-3002 | 281.334.1611



[EXTERNAL EMAIL] This email is not from a City of Kemah employee using a @kemahtx.gov email address. **DO NOT CLICK** links or open attachments unless you recognize the sender and email address and know the content is safe.



Item Number

12.D

Title

Consideration and Possible Action to Declare Five Ruggedized Cell Phones as Surplus

Submitting Department

Police Department

Background/Recommendation

All six cellular devices were previously used by the public works department. One device will need a new battery. All IMEI's available for auction.

Funding Source

Not Applicable

Attachments:

[IMG_0055.jpeg](#)

[IMG_0057.jpeg](#)

[IMG_0058.jpeg](#)









Item Number

13.A

Title

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

Submitting Department

Building

Background/Recommendation

Property ID: 154945 Legal Description: ABST 12 M GOULDRICH SUR E 40 FT OF LOT 28, ALL OF LOT 29 & W 35.2 FT OF LOT 30 BLK 15 WEST KEMAH

Property ID: 154948 Legal Description: ABST 12 PAGE 1 LOTS 31 & 32 E 14.8 FT OF LOT 30 & W20 FT OF LOT 33 BLK 15 WEST KEMAH SEC 4

Property ID: 154931 Legal Description: ABST 12 PAGE 1 LOTS 10 & 11 BLK 15 SEC 4 WEST KEMAH SUB SEC 4

Funding Source

Not Applicable

Attachments:

[Plan Approval Letter 25KEM-00176-PLAT.pdf](#)

[FM 2094 Quick Quack Coastal View - Resubmittal.pdf](#)

[2025-07-17 Quick Quack Coastal View Plat.pdf](#)



Plan Review Comment Letter

Jurisdiction: Kemah

Jobsite Address: FM 2094 Quick Quack Coastal View,
Kemah, TX 77565

Permit Type: Zoning

Total Square Footage:

Auto Sprinkler System Provided:

Stories:

Electrical Included:

Gas Included:

Description of Work: Quick Quack Coastal View Plat

Date Received for Review: 6/30/2025

Building Permit #: 25KEM-00176-PLAT

Applicant: Windrose

Occupancy:

Construction Type:

Business Type:

Auto Sprinkler System Required:

Designated Occupant Load:

Mechanical Included:

Plumbing Included:

Submittal Name: Plat Review #2

Initial Submittal

Resubmittal

Plan Review Completion Status:

Approved

Approved with Comments

Resubmittal
Required

These plans have been reviewed for compliance with building codes and amendments adopted by this jurisdiction. If "Resubmittal Required" is checked under Plan Review Completion Status above, a resubmittal of plans addressing the comments is required. All resubmittals shall include a detailed response letter that addresses ALL individual review comments.

If "Approved" is checked under Plan Review Completion Status above, any remaining comments shall be addressed during construction. The commencement of work constitutes acceptance of all items listed herein.

Plan Review Comments begin on next page.



Plan Review Comment Letter

Plan Review Comments:

Planning/Zoning: Approved As Is - Jordan Cruz, jocruz@safebuilt.com, (281) 740-7865:

Engineering: Approved As Is - Isaac Muniz, imuniz@lja.com, (713) 953-5253:

No Comments

Fire: Approved As Is - mmgarciaconsulting@gmail.com, mmgarciaconsulting@gmail.com, :

No Comments

Building, Electrical, Mechanical, Plumbing: Approved As Is - Scott Williams TSBPE I-2415, scwilliams@safebuilt.com, :

No Comments



June 30, 2025

To: City of Kemah
imuniz@lja.com
evduvall@safebuilt.com

RE: Quick Quack Coastal View

Plat Comments

1. Provide contours, One-foot interval contours according to NAD83/NAVD88 datum or subsequent established USGS data, must show source, datum, and date of creation on plat.
 - a. **Contours shown on plat.**
2. Provide a letter stating that David Sparks can sign for Homestead MP, LLC.
 - a. **Letter for David Sparks attached.**
3. Provide a planning letter that covers the Reserve A track.
 - a. The current title letter only has the 0.7397 AC.
 - i. **Updated title report showing both tracts attached.**
4. Provide an aerial easement adjacent to the existing alley in accordance with **Sec. 86-65(b)(2)**.
 - a. There also shall be dedicated for utilities an unobstructed aerial easement five feet wide from a plane 20 feet above the ground upward, located adjacent to both sides of such ground utility easements or alleys.
 - i. **Aerial Easement added along alley.**
5. Revise plans to show the correct roadway, this property is not off 518 (vicinity map is correct).
 - a. The location is off State Highway 2094 (Marina Bay).
 - i. **Roadway name corrected to HWY 2094.**
6. Provide a survey showing any existing improvements, if any, on these properties.
 - a. **Please see survey 19656 attached.**
7. This plat satisfies the minimum requirements for a Preliminary/Final Plat.
 - a. Provide the required final plat fees.
 - i. **Plat fees for both final and preliminary were provided with submittal.**
8. Revise plan to "Final plat" if you decide to do the approval in one City Council Meeting.
 - a. Unless you prefer to do a Preliminary and Final Plat at separate council meetings.
 - i. **Plat labelled as Final in Title Block.**
9. Add a plat note with the date of the planning letter used in the creation of this plat (make sure it shows both properties.)
 - a. **Note 6 for CPL added.**
10. The Plat indicates that the land is located partially in Shaded Zone X and Partially in Unshaded Zone X, but per FEMA maps, this is fully in Zone AE, therefore, please update your maps accordingly.
 - a. **FEMA note updated**



Steven Henderson

STEVEN HENDERSON

PLATTING MANAGER

WINDROSE LAND SURVEYING

5353 W. Sam Houston Pkwy N. Suite 150 Houston, TX 77041

O: [\(713\) 458-2281](tel:7134582281) | D: [\(832\) 982-2401](tel:8329822401)

WINDROSESERVICES.COM | FIRM REGISTRATION NO. 10108800



Title Research/Abstract Services
2603 Augusta Drive, Suite 1125
Houston, Texas 77057
Ph: 713-244-2867, Fax: 713-244-2872

City Planning Letter

City Planning Department
City of Kemah
1401 State Highway 146
Kemah, TX 77565

File Number: 2791025-03970
RE: P134273-Quick Quack - Marina Bay Drive (60409)
Issue Date: June 23, 2025

Texas American Title Company certifies that a diligent search of the real property records of Texas American Title Company's title plant of Galveston County, Texas has been made, as to the herein described property, and as of 8:00 AM on the 11th day of June, 2025, we find the following:

Legal Description:

**DESCRIPTION – RESERVE “A”
0.2296 ACRES OR 10,000 SQ. FT.**

A TRACT OR PARCEL CONTAINING 0.2296 ACRES OR 10,000 SQUARE FEET OF LAND SITUATED IN THE M. MULDOON SURVEY, ABSTRACT NO. 18, GALVESTON COUNTY, TEXAS, BEING ALL OF LOTS 10 AND 11 IN BLOCK 15, WEST KEMAH SUBDIVISION, SECTION FOUR, MAP OR PLAT THEREOF RECORDED UNDER VOL. 254-A, PG. 67, IN GALVESTON COUNTY MAP RECORDS (G.C.M.R.) DESCRIBED AS TRACT 1 IN DEED TO HOMESTEAD MP. LLC, RECORDED UNDER GALVESTON COUNTY CLERK'S FILE (G.C.C.F.) 2024005234, WITH SAID 0.2296 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE (4204):

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF WEST 8TH STREET (CALLED 60 FEET WIDE) AS RECORDED UNDER VOL. 254-A, PG. 67, G.C.M.R., FOR THE NORTHEAST CORNER OF LOT 12 OF SAID BLOCK 15, AS DESCRIBED IN DEED TO WEST TEXAS CONSULTING AND SUPPORT SERVICES, LLC., RECORDED UNDER G.C.C.F. NO. 2023049666 AND THE NORTHWEST CORNER OF SAID LOT 11 AND OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 3/4 INCH IRON PIPE FOUND BEARS FOR REFERENCE SOUTH 29 DEG. 19 MIN. EAST – 0.63 FEET;

THENCE, SOUTH 05 DEG. 19 MIN. 48 SEC. EAST, WITH THE SOUTH R.O.W. LINE OF SAID WEST 8TH STREET, A DISTANCE OF 100.00 FEET TO A 3/4 INCH IRON ROD FOR THE NORTHWEST CORNER OF LOT 9 OF SAID BLOCK 15, DESCRIBED IN DEED TO JOHN RAYMOND YBARRA AND BRENDA LOPEZ YBARRA, RECORDED UNDER G.C.C.F. NO. 202000583, AND THE NORTHEAST CORNER OF SAID LOT 10 AND OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 84 DEG. 40 MIN. 12 SEC. WEST, WITH THE COMMON LINE OF SAID LOT 9 AND SAID LOT 10, A DISTANCE OF 100.00 FEET TO A CAPPED 1/2 INCH IRON ROD STAMPED "HIGHTIDE SURVEYING" FOUND ON THE NORTH LINE OF A 20 FEET WIDE ALLEY AND UTILITY EASEMENT RECORDED UNDER VOL. 254-A, PG. 67, G.C.M.R., FOR THE SOUTHWEST CORNER OF SAID LOT 9, AND THE SOUTHEAST CORNER OF SAID LOT 10 AND OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 05 DEG. 19 MIN. 48 SEC. WEST, WITH THE NORTH LINE OF SAID 20 FEET WIDE EASEMENT, A DISTANCE OF 100.00 FEET TO A CAPPED 1/2 INCH IRON ROD STAMPED "HIGHTIDE SURVEYING" FOUND FOR THE SOUTHEAST CORNER OF SAID LOT 12, AND THE SOUTHWEST CORNER OF SAID LOT 11 AND OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 84 DEG. 40 MIN. 12 SEC. EAST, WITH THE COMMON LINE OF SAID LOT 11 AND SAID LOT 12, A DISTANCE OF 100.00 FEET TO THE **PLACE OF BEGINNING** AND CONTAINING 0.2296 ACRES OR 10,000 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 60409, PREPARED BY WINDROSE LAND SERVICES.

DESCRIPTION – RESERVE "B"
0.7397 ACRES OR 32,221 SQ. FT.

A TRACT OR PARCEL CONTAINING 0.7397 ACRES OR 32,221 SQUARE FEET OF LAND SITUATED IN THE M. GOULDRICH SURVEY, ABSTRACT NO. 12, GALVESTON COUNTY, TEXAS, BEING ALL OF LOTS 29 THROUGH LOT 32 AND A PORTION OF LOT 28 AND LOT 33 IN BLOCK 15, WEST KEMAH SUBDIVISION, SECTION FOUR, MAP OR PLAT THEREOF RECORDED UNDER PLAT RECORD 9, MAP NUMBER 64A (FORMERLY VOL. 254-A, PG. 67), IN GALVESTON COUNTY MAP RECORDS (G.C.M.R.) DESCRIBED AS TRACT 2 AND TRACT 3, IN DEED TO HOMESTEAD MP LLC, RECORDED UNDER GALVESTON COUNTY CLERK'S FILE (G.C.C.F.) 2024005234 WITH SAID 0.7397 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE (4204):

BEGINNING AT A 1/2 INCH IRON ROD FOUND ON THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF STATE FARM ROAD NO. 518 (CALLED 80 FEET WIDE) AS RECORDED UNDER VOL. 254-A, PG. 67, G.C.M.R., FOR THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO 206 MARINA REALTY, LTD., RECORDED UNDER G.C.C.F. NO. 2024014472 AND THE SOUTHEAST CORNER OF SAID TRACT 3 AND OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 86 DEG. 50 MIN. 09 SEC. WEST, WITH THE NORTH R.O.W. LINE OF SAID STATE FARM ROAD NO. 518, PASSING AT A DISTANCE OF 134.92 FEET, A POINT FOR THE COMMON SOUTH CORNER OF SAID TRACT 2 AND SAID TRACT 3, FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS FOR REFERENCE NORTH 55 DEG. 26 MIN. EAST – 0.36 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 260.19 FEET TO A POINT FOR THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO H. LOYD THORNTON RECORDED UNDER G.C.C.F. NO. 2011013648, AND THE SOUTHWEST CORNER OF SAID TRACT 2 AND OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS FOR REFERENCE NORTH 80 DEG. 31 MIN. EAST – 0.87 FEET;

THENCE, NORTH 05 DEG. 19 MIN. 48 SEC. WEST, WITH THE WEST LINE OF SAID TRACT 2, A DISTANCE OF 119.01 FEET TO A CAPPED 1/2 INCH IRON ROD STAMPED "HIGHTIDE SURVEYING" FOUND ON THE

SOUTH R.O.W. LINE OF SAID 20 FEET ALLEY FOR THE NORTHEAST CORNER OF SAID H. LOYD THORNTON TRACT OF LAND, AND THE NORTHWEST CORNER OF SAID TRACT 2 AND OF THE HEREIN DESCRIBED TRACT,

THENCE, NORTH 84 DEG. 40 MIN. 12 SEC. EAST, WITH THE SOUTH LINE OF SAID 20 FEET ALLEY, PASSING AT A DISTANCE OF 125.20 FEET, A CAPPED 1/2 INCH IRON ROD STAMPED "HIGHTIDE SURVEYING" FOUND FOR THE COMMON NORTH CORNER OF SAID TRACT 2 AND SAID TRACT 3, AND CONTINUING FOR A TOTAL DISTANCE OF 260.00 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID 206 MARINA REALTY, LTD. TRACT OF LAND, AND THE NORTHEAST CORNER OF SAID TRACT 3 AND OF THE HEREIN DESCRIBED TRACT, FROM WHICH A CAPPED 1/2 IRON ROD STAMPED "HIGHTIDE SURVEYING" FOUND BEARS FOR REFERENCE NORTH 55 DEG. 26 MIN. EAST – 0.42 FEET;

THENCE, SOUTH 05 DEG. 19 MIN. 48 SEC. EAST, WITH THE EAST LINE OF SAID TRACT 3, A DISTANCE OF 128.84 FEET TO THE **PLACE OF BEGINNING** AND CONTAINING 0.7397 ACRES OR 32,221 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 60409, PREPARED BY WINDROSE LAND SERVICES.

Record Title appears to be vested in:

HOMESTEAD MP LLC, a Delaware Limited Liability Company

By virtue of that certain General Warranty Deed dated January 30, 2024 filed for record February 7, 2024 under Clerk's File No. 2024005234 of the Official Public Records of Galveston County, Texas.

Deed Restrictions:

Those set forth Plat Record 9, Map Number 64A (formerly Volume 254-A, Page 67) of the Map Records of Galveston County, Texas; and those set forth in Volume 995, Page 373 and Volume 995, Page 417 both of the Deed Records of Galveston County, Texas.

Easements and other encumbrances:

Subject to a 20 foot building set back line along the front property line, and a 5 foot building set back line along the side property lines, as set forth in Volume 995, Page 373 and Volume 995, Page 417 both of the Deed Records of Galveston County, Texas.

Lien Holder(s):

Deed of Trust dated January 31, 2024 filed for record on February 7, 2024 under Clerk's File No. 2024005235 of the Official Public Records of Galveston County, Texas, executed by Homestead MO LLC, a Delaware limited liability company, in favor of Jay A. Lajone, as Trustee, securing the obligations as set out in that certain promissory note of even date therewith in the principal amount of \$2,052,047.00, payable to the order of BCL-CRE 3, LLC, a Illinois limited liability company, and subject to all terms, conditions and stipulations contained therein; including any additional indebtedness secured thereby.

Said note and lien being further secured by Assignment of Leases and Rents in agreement of even date therewith, filed under Clerk's File No. 2024005236 of the Official Public Records of Galveston County, Texas.

Financing Statement (UCC-1) filed for record February 13, 2024, under Clerk's File No. 2024006141 of the Official Public Records of Galveston County, Texas, executed by and between Homestead MP LLC, as owner/debtor and BCL-CRE 3 LLC, as secured party/creditor.

No examination has been made as to abstracts of judgments; state or federal tax liens, the status of taxes, tax suits or paving assessments.

This letter is issued for the use of, and shall inure to the benefit of PLATTING. The liability of the Title Company, Texas American Title Company, for mistakes or errors in this letter is hereby limited to the cost of said letter.

This letter is issued with the express understanding, evidenced by the acceptance thereof, that the Title Company does not intend to give or express any opinion as to the validity or effect of the instruments listed, and this letter is neither a guaranty nor a warranty of title.

Liability hereunder is limited to the amount paid for same. This report is furnished solely as an accommodation to the party requesting same and should not be relied upon, as a warranty or representation as to the title to the property described herein, and may not be given to or used by any third party. Texas American Title Company assumes no liability whatsoever for the accuracy of this report or for any omissions or errors with respect hereto. You agree to release, indemnify, and hold harmless Texas American Title Company of any negligence by them (whether sole, joint or otherwise) for any claim, loss, liability or damages arising out of this report.

This report is not title insurance. If a policy of title insurance is purchased, any liability thereunder shall be determined solely by the terms of such policy.

Caution: Texas American Title Company assumes no liability for errors or omissions in this report or for verbal statements. This is a copy of a preliminary report made for use of Texas American Title Company only, to determine whether a title insurance policy can be issued. If a copy is furnished to the parties involved in the transaction, it is to facilitate preparation of the necessary instruments, to point out curative requirements (if any) and to show the results of the company's title search (upon which only the company may rely).

None of the information contained herein, or the absence of other information, constitutes a representation to any party, other than the company, as to the status of title. If a title defect or encumbrance should exist which is not disclosed herein, the company shall not be liable by reason of furnishing the report or for any verbal statements related thereto. The company shall not be liable for any title defect unless a title insurance policy is issued insuring against such defect. The applicable premium paid and the company's liability shall exist only under the terms of its policy (as prescribed by the state board of insurance) and is measured and limited thereby.

Notice: Texas American Title Company disclaims any warranties, expressed or implied, concerning the information. This information is solely for the use of the party requesting it and no one else. Texas American Title Company liability for errors and/or omissions in this information is limited to the amount paid for this report. By accepting this form, the party requesting the information agrees that the disclaimer of warranties and liability limitation contained in this paragraph is a part of its contract with Texas American Title Company and will cover all actions arising by statute, in contract, or in tort.

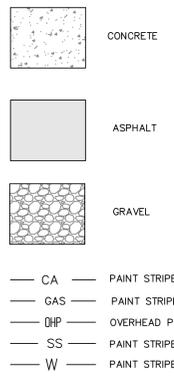
Texas American Title Company



Harris Lodge Prigge
Title Examiner

LEGEND:

- AC A/C UNIT
- BBD BILLBOARD
- BBI BB-TYPE INLET
- TBP BACK FLOW PREVENTER
- BR BRICK BUILDING
- BS BUSINESS SIGN
- CLF CLERK'S FILE
- CHIN CHINESE TALLOW TREE
- CLM CHAIN LINK FENCE
- CONC CONCRETE
- CO SANITARY CLEANOUT
- ECB ELECTRIC CONTROL BOX
- EC EDGE OF CONCRETE
- EL EDGE OF LANDSCAPE
- ELM ELM TREE
- FRENCH DRAIN
- FF FINISHED FLOOR
- FND FUND
- FLUSH VALVE
- GA BUY ANCHOR
- GI GRATE INLET
- GM GAS METER
- GP GUARD POST
- HAC HACKBERRY TREE
- IR IRON ROD
- IP IRON PIPE
- LP LIGHT POLE
- MB METAL BUILDING
- MANHOLE
- MLB MAILBOX
- MP MONITORING POLE
- NUM NUMBER
- OAK OAK TREE
- PA PALM TREE
- PAGE
- PGB POINT OF BEGINNING
- POC POINT OF COMMENCING
- PP POWER POLE
- RCP REINFORCED CONCRETE PIPE
- SET 3/8-INCH IRON ROD (WITH CAP STAMPED "QUIDDITY")
- SAN SANITARY MANHOLE
- SCB SPRINKLER CONTROL BOX
- SN SIGN
- SP SERVICE POLE
- SW SAMPLE WELL
- TELEPHONE CABLE MARKER
- TLV TELEPHONE VAULT
- TPD TELEPHONE PEDESTAL
- (TYP)
- WB WOOD BUILDING
- WCR WHEEL CHAIR RAMP
- WD WOOD DECK
- WF WOOD FENCE
- WM WATER METER
- WS WATER SPIGOT
- WV WATER VALVE



TITLE NOTES:

1. Reference Commitment for Title Insurance issued by First American Title Insurance Company, of No. NOS-120171-SF, having an effective date of November 28, 2023 and an issue date of December 14, 2023. No further research for easements or encroachments was performed by Quiddity.
 2. According to Commitment for Title Insurance the property is subject to the Restrictive covenants as described in Volume 995, Page 417, of the Deed of Galveston, Texas.
 3. Item No. 10e of said Commitment for Title Insurance mentions inclusion within Galveston County Water Control & Improvement District No. 12 Kemah. (AFFECTS SUBJECT TRACT)
- TRACT 1
4. Item No. 10f of said Commitment for Title Insurance mentions a 20 foot building setback line along the front property line as set forth on the recorded plat Film No. Volume 254-A, Page 67 and transferred to Plat Record 9, Map No. 64A, and dedication. (AFFECTS SUBJECT TRACT AND SHOWN HEREON)
 5. Item No. 10g of said Commitment for Title Insurance mentions Oil, Gas and Mineral Lease, and all terms, conditions and stipulations therein: Recorded: April 26, 1985 in County Clerk's File No. 8516208, of the Official Public Records, Galveston County, Texas. (COVERS SUBJECT TRACT)
- TRACT 2
6. Item No. 10h of said Commitment for Title Insurance mentions Oil, Gas and Mineral Lease, and all terms, conditions and stipulations therein: Recorded: June 01, 1984 in County Clerk's File No. 8425404, of the Official Public Records, Galveston County, Texas. (COVERS SUBJECT TRACT)
 7. Item No. 10i of said Commitment for Title Insurance mentions Oil, Gas and Mineral Lease, and all terms, conditions and stipulations therein: Recorded: June 25, 1984 in County Clerk's File No. 8429813, of the Official Public Records, Galveston County, Texas. (COVERS SUBJECT TRACT)
 8. Item No. 10j of said Commitment for Title Insurance mentions Oil, Gas and Mineral Lease, and all terms, conditions and stipulations therein: Recorded: September 10, 1984 in County Clerk's File No. 8443549, of the Official Public Records, Galveston County, Texas. (COVERS SUBJECT TRACT)
 9. Item No. 10k of said Commitment for Title Insurance mentions Oil, Gas and Mineral Lease, and all terms, conditions and stipulations therein: Recorded: August 12, 1998 in County Clerk's File No. 9838903, of the Official Public Records, Galveston County, Texas. (COVERS SUBJECT TRACT)
 10. Item No. 10l of said Commitment for Title Insurance mentions Mineral and/or royalty interest: Recorded: April 07, 1953 in County Clerk's File No. 8516208, of the Official Public Records, Galveston County, Texas. (COVERS SUBJECT TRACT)
11. Item No. 10m of said Commitment for Title Insurance mentions Mineral and/or royalty interest: Recorded: May 12, 1947 in County Clerk's File No. 8824613, of the Official Public records, of Galveston County, Texas. (COVERS SUBJECT TRACT)
 12. Item No. 10n of said Commitment for Title Insurance mentions Mineral and/or royalty interest: Recorded: July 11, 1988 in County Clerk's File No. 8824613, of the Official Public records, of Galveston County, Texas. (COVERS SUBJECT TRACT)
 13. Item No. 10o of said Commitment for Title Insurance mentions Mineral and/or royalty interest: Recorded: June 05, 1992 in County Clerk's File No. 9221538, of the Official Public records, of Galveston County, Texas. (COVERS SUBJECT TRACT)
 14. Item No. 10p of said Commitment for Title Insurance mentions Mineral and/or royalty interest: Recorded: July 30, 1998 in County Clerk's File No. 9836036, of the Official Public records, of Galveston County, Texas. (COVERS SUBJECT TRACT)
 15. Item No. 10q of said Commitment for Title Insurance mentions Oil, Gas and Mineral Lease, and all terms, conditions and stipulations therein: Recorded: September 10, 1984 in County Clerk's File No. 8443550, of the Official Public Records, Galveston County, Texas. (COVERS SUBJECT TRACT)
 16. Item No. 10r of said Commitment for Title Insurance mentions Mineral and/or royalty interest: Recorded: October 20, 1986 in County Clerk's File No. 8640396, of the Official Public records, of Galveston County, Texas. (COVERS SUBJECT TRACT)
 17. Item No. 10t of said Commitment for Title Insurance mentions Mineral and/or royalty interest: Recorded: June 06, 1994 in County Clerk's File No. 9425441, of the Official Public records, of Galveston County, Texas. (COVERS SUBJECT TRACT)
 18. Item No. 10v of said Commitment for Title Insurance mentions Mineral and/or royalty interest: Recorded: March 02, 2005 in County Clerk's File No. 2005012874, of the Official Public records, of Galveston County, Texas. (COVERS SUBJECT TRACT)
 19. Item No. 10w of said Commitment for Title Insurance mentions Mineral and/or royalty interest: Recorded: December 06, 2021 in County Clerk's File No. 2021088015, of the Official Public records, of Galveston County, Texas. (COVERS SUBJECT TRACT)
 20. Item No. 10x of said Commitment for Title Insurance mentions Mineral and/or royalty interest: Recorded: July 17, 2023 in County Clerk's File No. 2023033164, of the Official Public records, of Galveston County, Texas. (COVERS SUBJECT TRACT)



VICINITY MAP

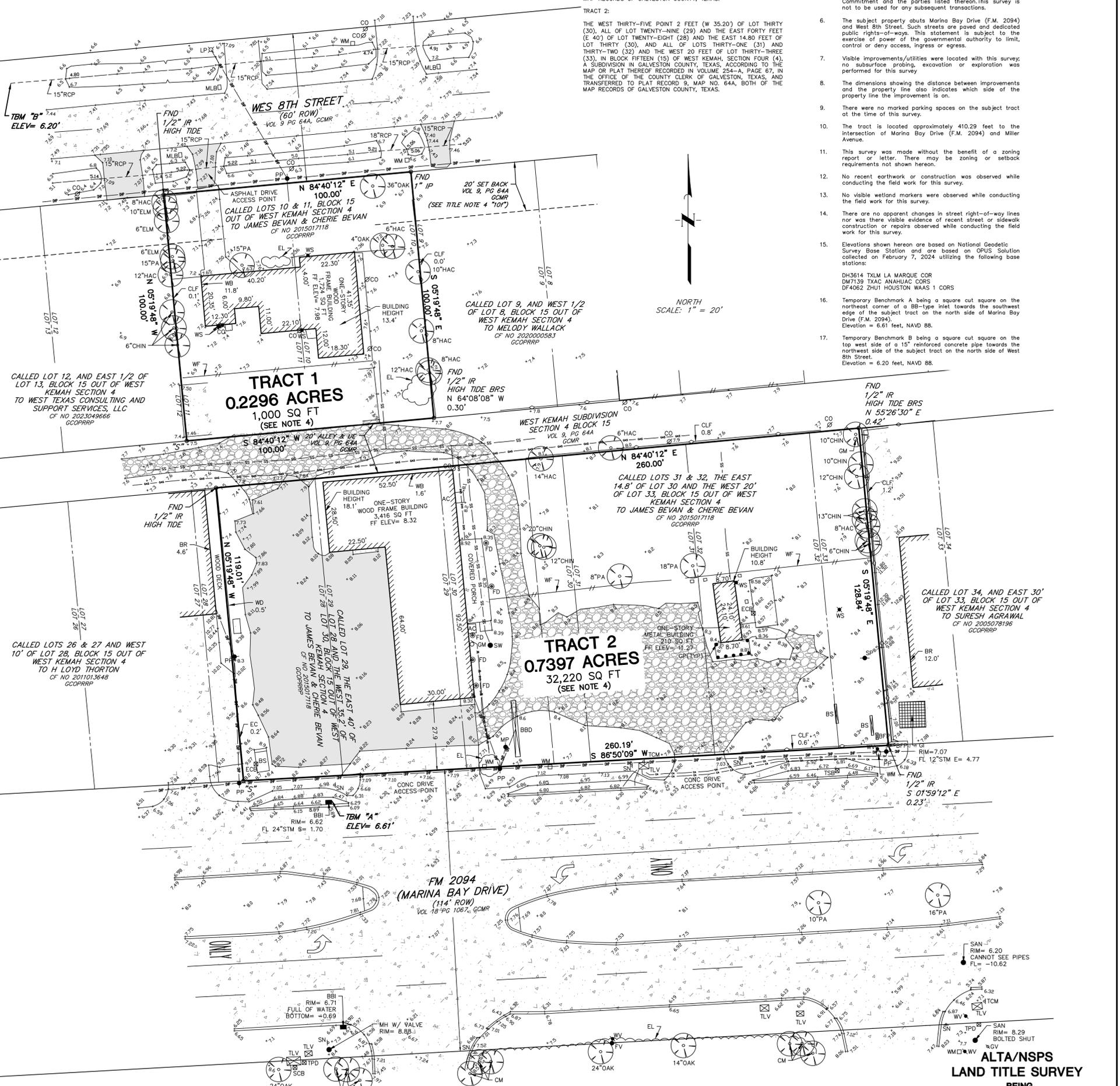
GENERAL NOTES:

1. Bearings shown hereon are based on the Texas Coordinate System, South Central Zone, NAD 83.
 2. This survey does not provide any determination concerning wetlands, fault lines, toxic waste or any other environmental issues. Such matters should be directed by the client or prospective purchaser to an expert consultant.
 3. According to Map No. 48167C00426 of the Federal Emergency Management Agency's Flood Insurance Rate Maps for Galveston County dated August 15, 2019, the subject tract is situated within Zone AE described as a Special Flood Hazard Area subject to inundation by the 1% annual chance flood event (100-year flood) with base flood elevations determined.
- This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
4. The square footage totals as shown hereon are based on the mathematical closure of the courses and distances reflected on this survey. It does not include the tolerances that may be present due to position accuracy of the boundary monuments shown hereon.
 5. This survey has been prepared for the sole purpose of the transaction described in the above referenced Title Commitment and the parties listed thereon. This survey is not to be used for any subsequent transactions.
 6. The subject property abuts Marina Bay Drive (F.M. 2094) and West 8th Street. Such streets are paved and dedicated public rights-of-ways. This statement is subject to the exercise of power of the governmental authority to limit, control or deny access, ingress or egress.
 7. Visible improvements/utilities were located with this survey; no subsurface probing, excavation or exploration was performed for this survey.
 8. The dimensions showing the distance between improvements and the property line also indicates which side of the property line the improvement is on.
 9. There were no marked parking spaces on the subject tract at the time of this survey.
 10. The tract is located approximately 410.29 feet to the intersection of Marina Bay Drive (F.M. 2094) and Miller Avenue.
 11. This survey was made without the benefit of a zoning report or letter. There may be zoning or setback requirements not shown hereon.
 12. No recent earthwork or construction was observed while conducting the field work for this survey.
 13. No visible wetland markers were observed while conducting the field work for this survey.
 14. There are no apparent changes in street right-of-way lines nor was there visible evidence of recent street or sidewalk construction or repairs observed while conducting the field work for this survey.
 15. Elevations shown hereon are based on National Geodetic Survey Base Station and are based on OPUS Solution collected on February 7, 2024 utilizing the following base stations:
DH3614 TXLM LA MARQUE COR
DM7139 TXAC ANAHUAC CORS
DF4062 ZHUI HOUSTON WAAS 1 CORS
 16. Temporary Benchmark A being a square cut marker on the northeast corner of a BB-type inlet towards the southwest edge of the subject tract on the north side of Marina Bay Drive (F.M. 2094).
Elevation = 6.61 feet, NAVD 88.
 17. Temporary Benchmark B being a square cut marker on the top west side of a 15" reinforced concrete pipe towards the northwest side of the subject tract on the north side of West 8th Street.
Elevation = 6.20 feet, NAVD 88.

LEGAL DESCRIPTION

TRACT 1:
LOTS TEN (10) AND ELEVEN (11), IN BLOCK FIFTEEN (15), OF SECTION FOUR (4), WEST KEMAH SUBDIVISION, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 254-A, PAGE 67, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, AND TRANSFERRED TO PLAT RECORD 9, MAP NO. 64A, BOTH OF THE MAP RECORDS OF GALVESTON COUNTY, TEXAS.

TRACT 2:
THE WEST THIRTY-FIVE POINT TWO FEET (W 35.20') OF LOT THIRTY (30), ALL OF LOT TWENTY-NINE (29) AND THE EAST FORTY FEET (E 40') OF LOT TWENTY-EIGHT (28) AND THE EAST 14.80 FEET OF LOT THIRTY (30), AND ALL OF LOTS THIRTY-ONE (31) AND THIRTY-TWO (32) AND THE WEST 20 FEET OF LOT THIRTY-THREE (33), IN BLOCK FIFTEEN (15) OF WEST KEMAH, SECTION FOUR (4), A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 254-A, PAGE 67, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, AND TRANSFERRED TO PLAT RECORD 9, MAP NO. 64A, BOTH OF THE MAP RECORDS OF GALVESTON COUNTY, TEXAS.



Subject to the general notes shown:

To: Quick Quack Car Wash Holdings, LLC, a Delaware limited liability company and its successors and assigns, Cherie B. Stainer and James Leroy Bevan, Jr., Trustees of the CLB Trust and First American Title Insurance Company.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 minimum standard detail requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes Items 1, 2, 3, 4, 5, 6(a), 7(a)(c), 8, 9, 11(b), 13, 14, 16, 17, and 19 of table A thereof.

The fieldwork was completed on February 15, 2024.
Date of plot or map: February 19, 2024

Jerome Alvin Chandler
Registered Professional Land Surveyor No. 5755
jchandler@quiddity.com



**ALTA/NSPS
LAND TITLE SURVEY**
BEING
0.2296 & 0.7397 ACRE TRACTS
LOCATED AT
**70 W 8TH STREET &
226 F.M. 2094
KEMAH, TEXAS**
OUT OF THE
**MIGUEL MULDOON SURVEY, A-18
MICHAEL GOULDRICH SURVEY, A-12
GALVESTON COUNTY, TEXAS**
FEBRUARY 2024
QUIDDITY
Texas Board of Professional Engineers and Land Surveyors Reg. No. 12064100
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.771.5337

**LIMITED LIABILITY COMPANY AGREEMENT
OF
HOMESTEAD MP LLC,
a Delaware limited liability company**

THIS LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) is made and entered into as of March 30, 2023, by and between the following parties:

As Managers, the following parties:

- Koz Real Estate Group Inc., a California corporation (“**KREG**”)
- Teresita LLC, a Delaware limited liability company (“**Teresita**”)

As members, the following parties (collectively, the “**Members**” and separately as a “**Member**”):

- Frank Kozlowski, an individual (“**Kozlowski**”)
- Teresita LLC, a Delaware limited liability company

RECITALS

A. The Managers and the Members have formed Homestead MP LLC as a limited liability company (the “**Company**”), pursuant to the provisions of the Delaware Limited Liability Company Act, 6 Del. C. § 18-101 *et seq.*, as the same may be amended from time to time (the “**Act**”); and

B. The parties deem a limited liability company agreement to be necessary and advisable to set out their agreement as to the conduct of business and the affairs of the Company, and desire to enter into this Agreement.

NOW, THEREFORE, it is hereby agreed as follows:

**ARTICLE I
FORMATION AND PURPOSE OF COMPANY; DEFINITIONS**

1.1 Formation. As of the date of this Agreement, the Company has been formed by the filing of a certificate of formation (the “**Certificate**”) with the Secretary of State of the State of Delaware. The Company shall be operated as a limited liability company under the Act, subject to the provisions set forth in this Agreement.

1.2 Name. The Company’s business shall be conducted solely under the name of “Homestead MP LLC”.

1.3 Term. The term of the Company shall be from the date its Certificate is filed with the Delaware Secretary of State until the cancellation of its Certificate as provided in the Act.

IN WITNESS WHEREOF, as of the date first written above, the undersigned, intending to be legally bound hereby, has duly executed this Limited Liability Company Agreement.

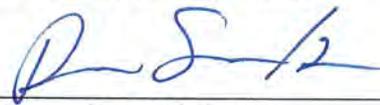
MEMBER:



Dean M. Sparks

COMPANY:

TERESITA LLC,
a Delaware limited liability company

By: 

Name: Dean M. Sparks
Title: Manager

Memorandum

To: Cesar Garcia
City Administrator

From: Isaac Muñiz, PE

Date: August 6, 2025

Re: Review of Final Plat Submittal for:
Quick Quack Coastal View
LJA Job No. E135-0001

Review of the plat submittal for **Quick Quack Coastal View** submitted on 06/30/2025 yielded no further comments and the final plat is recommended for approval.



Item Number

13.B

Title

Consideration and Possible Action Regarding Hotel Occupancy Tax (HOT) Sponsorship Applications

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

Submitting Department

Communications and Tourism

Background/Recommendation

The City of Kemah annually allocates a portion of its Hotel Occupancy Tax (HOT) revenue to support events and activities that promote tourism and overnight stays within the city. Each year, local organizations and event planners are invited to apply for sponsorship funding through the HOT program.

For the FY 26, applications were accepted from 11 applicants. The Tourism Committee reviewed all submissions in accordance with state law and city policy, ensuring each proposed activity met the eligibility requirements for HOT use.

Funding Source

Funds are available from Account #

Attachments:

- [3 Bros Running Company Toughest 10k.pdf](#)
- [Butler Longhorn Museum Boot Scootin Boogie.pdf](#)
- [Butler Longhorn Museum Marketing Materials.pdf](#)
- [Children of the Fallen.pdf](#)
- [Clear Lake Area Chamber Christmas Boat Parade.pdf](#)
- [Elite Fishing Series The Kemah Klash.pdf](#)
- [FY 2025 sponsorships.pdf](#)
- [HOT Sponsorship Recommendations.pdf.pdf](#)
- [Kemah Boardwalk.pdf](#)
- [Krewe du Lac.pdf](#)
- [Offshore Thunder Productions Texas Outlaw Challenge.pdf](#)
- [Party Parrots and Texas Festival Grounds.pdf](#)
- [HOT Sponsorship Recommendations Final.pdf](#)
- [HOT Request Hotel Visits.pdf](#)

Hotel Occupancy Tax Sponsorship Application

Applicant Name:

Event/Project Name:

Evaluation Criteria

| Criteria | Points Possible | Points Awarded | Notes |
|--|-----------------|----------------|-------|
| Tourism Impact (Does the event/project demonstrate potential to attract visitors to Kemah and generate overnight stays?) | 0–30 | | |
| Economic Benefit (Will the event/project create a positive economic impact for local businesses, restaurants, hotels, etc.?) | 0–25 | | |
| Marketing & Promotion Plan (Is there a clear plan to promote Kemah to tourists beyond the local community?) | 0–20 | | |
| Alignment with State HOT Guidelines (Is the request consistent with allowed uses of HOT funds under Texas law?) | 0–15 | | |
| Budget & Accountability (Is the budget clear, realistic, and supported by documentation? Is there a plan for post-event reporting?) | 0–10 | | |

Total Points: _____ / 100

Reviewer Comments:

Organization 3 Bros Running Company

Sponsorship Toughest 10k

9/14/25 - Note - this application is for 9/25. The funding period is actually 10/25 - 9/26.

Date(s) Should we reject with request to submit for 2026?

Amount Requested \$5,000

Previously Sponsored N

Requested N/A

Approved N/A

For Reviewer

Recommend approval?

Amount recommended?

Notes:



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

I. ORGANIZATION INFORMATION

3 Bros Running Company

7/29/25

Official Name of Organization

Date of Submission

Jeremy Fermo

JeremyFermo@3brosgiving.com

Contact Person

Email

11635 Beaverbrook st

409-344-2575

Address

Phone

3brosgiving.com

3 Bros Running on all socials

Website Address

Social Media (Facebook, Twitter, Instagram)

Is your organization: Non-Profit

Private/For Profit

Organizational Mission and Purpose:

Our goal is to provide high-quality road races throughout Texas—events that offer more than just a great course and a finish line. Each of our races is designed to be a destination experience, drawing runners not only for the race itself, but also to discover and enjoy the unique character of the host city.

We deliver a top-tier race day experience with custom swag like premium shirts and medals, along with smooth, professional event execution that runners can rely on. But what sets us apart is our focus on showcasing the communities we race in. We encourage participants to extend their stay—visit local restaurants, explore cultural attractions, shop small businesses, and take in everything the city has to offer. By doing so, each event helps boost local tourism and drives meaningful economic impact for the area.

Beyond racing and travel, our events also support a greater mission. We are proud to partner with The Bridge Over Troubled Waters, an organization that provides critical support to individuals in crisis. A portion of every race entry is donated directly to the charity, and we also raise additional funds through runner contributions and social media awareness—ensuring that participants understand and feel connected to the cause.

With every race, we strive to create not just a memorable run, but a meaningful destination experience that leaves a lasting impression on runners and communities alike.

The following required documents must be submitted with the application:

- Last fiscal year's financial statement (profit & loss statement) for your organization as a whole
Your organization's budget for the current year
Copy of 501-C3 Internal Revenue Service documentation letter, if applicable
FEIN / Tax ID#: 87-4060000
Schedule of activities or events relating to the proposed event/project
Samples of advertising planned and/or marketing copies from the previous event



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

II. EVENT/PROJECT/PROGRAM INFORMATION

| | |
|-----------------------------------|--|
| <u>3 Bros Running Cmpany</u> | <u>Toughest 10k Kemah</u> |
| Host Organization | Event/Project/Program Name |
| <u>Kemah Boardwalk</u> | <u>Sept 14, 2025</u>  |
| Primary Location of Event/Program | Date |
| <u>5 am - 9 am</u> | <u>Nov 13, 2025</u> |
| Event Time(s) - Start & End | Due Date for 60-day Post-Event Report |

Total Amount of HOT Funds Requested: \$5,000

How many years have you held this Event or Project? 15

Expected Attendance: 1000

Primary Purpose of Funded Event/Program/Activity/Facility:

A family friendly 10k road race that will take runners across the challenging Kemah pedestrian bridge and finish in the fun Kemah Boardwalk.

How many people attending the Event or Project will use Kemah Hotels? 100

Do you reserve a room block for this event at an area hotel, and if so, for how many rooms and at which hotels?

We have not finalized a room block; however we are actively engaging with Kemah hotels to secure accomodations for our participants. Our goal is to encourage participants to stay locally and promote that through our website and socials.

If no room block has been established, contact the following Kemah hotels to establish availability, room blocks, and room rates:

1. Boardwalk Inn: 8 Kemah Water Front, (281) 334-9880
2. Courtyard by Marriott: 805 Harris Ave, (281) 334-0003
3. Days Inn: 1413 SH 146, (281) 549-4118
4. Hotel Bliss: 1411 Hwy 146, (281) 538-0077
5. Scottish Inn: 601 Texas Ave, (281) 334-4855

An additional list of Kemah Bed and Breakfasts and Short-Term Rental properties is available at kemahtx.gov.



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

X I understand that in the Post-Event Report, hotel room nights must be confirmed in writing by the designated hotel representative above for the event to receive credit for those room nights.

If no room block is established, how will you measure your event's impact on area hotel activity?

We will send a post run survey asking if they stayed at a local hotel as well as asking hotels if they can keep track

List other years (over the last three years) that you have hosted your Event or Project with the amount of assistance given from Kemah HOT Funds, attendance, and the number of hotel rooms used.

| Month/Year Held | Assistance Amount | # of Hotel Rooms Used | Attendance # |
|-----------------|-------------------|-----------------------|--------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

Methods used to determine attendance: (i.e., crowd estimates, ticket sales, registrations, sign-in sheet, etc.)

Race Entries

What percentage of your event/program attendees are estimated to be nonlocal visitors? 80 %

What percentage of your event/program attendees are local? 20 %

List any other organizations, government entities or sponsorship funding support for this event/project:

Feritta Cheverolet, Speedy's fast track, Dicks Sporting goods

How will HOT Funds be used if awarded?

Advertisements mainly through Facebook/Google ads, also flyers, Yard Signs, race swag to promote future races



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

Will the event charge admission? yes

Do you anticipate a net profit from the event? What is the anticipated amount if there is a net profit, and how will it be used?

This is our first year putting on the event so we have no numbers on what profit we will make if any but will be using this to continue to grow the race bigger and bigger.

List Event Sponsors/Co-Sponsors:

Fertitta Cheverolet, Speedy Race Track, Dicks Sporting Goods

Total Event Budget: \$30,000

Percentage of Hotel Tax Support of Related Costs:

- 16% Percentage of total event costs covered by hotel occupancy tax
0% Percentage of total facility costs covered by HOT for the Funded Event/Program/Activity
0% Percentage of staff costs covered by HOT for the funded Event/Program/Activity

If staff costs are covered, estimate the percentage of time staff spend annually on the funded event(s) compared to other activities. _____ %

III. ADVERTISING AND PROMOTIONAL ACTIVITIES

Discover Kemah encourages organizations to market, advertise and promote projects to audiences at least 60 miles from Kemah. Check all elements the proposed Marketing Plan includes that meet this:

Table with two columns of advertising options. Left column: Out of Home (OOH) advertising, Radio, TV commercials, Booths (events or shows), Print ads, Newspaper coverage, Other print. Right column: Social media ads/boosts, Display ads (digital banner ads, etc.), OTT (internet/streaming ads), Digital/Comprehensive campaign, Direct mail, Mobile advertising (phones), Paid search advertising (PPC).

Summarize the proposed marketing, advertising and promotional campaign indicated above (include information about the target audience/locations, frequency of advertising, and other pertinent campaign information):

The proposed marketing, advertising, and promotional campaign will primarily focus on leveraging social media platforms and paid social media advertising to reach and engage the target audience. In addition, in-person activations will be conducted at various running groups and events throughout Southeast Texas (SETX) to build direct community engagement and awareness. The campaign will target runners and fitness enthusiasts primarily in Southeast Texas, but will also extend its reach into neighboring Louisiana and other regions of Texas. Advertising will be consistent and frequent in the weeks leading up to the event, with multiple weekly posts, targeted ads, and appears 143 at group runs and local fitness events to maximize exposure and participation.



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

When will the campaign begin? 5/20/2025

Does the Project have a website, social media page or tagging? If so, list below.

Social Media: 3 Bros Running Instagram @3brosgiving also on tiktok as well as on youtube

Website: Runsignup website - https://runsignup.com/Race/TX/Kemah/Toughest10Kemah

Tagging (i.e., #DiscoverKemah): #toughest10kkemah

Will you submit press releases about the event? Yes

Who is responsible for writing and distributing press releases? Contact: William Fermo

Phone: 409-344-2575 Email: williamfermo@3brosgiving.com

What geographic area does your advertising target?

Southeast Texas, Central Texas, Southwest Louisiana, West texas but our reach goes beyond Texas and will hit all 50 states and more

How many individuals located in another city or county will your proposed marketing reach?

Our goal is to reach and engage as many people as possible—not just within our immediate area, but throughout Texas and beyond. We hope to attract participants from surrounding counties, neighboring states, and even further afield, creating a diverse and vibrant community of runners who travel not only for the race itself but also to explore and enjoy the unique culture and attractions each host city has to offer

IV. CERTIFICATION

I have read the City of Kemah’s Local Hotel Occupancy Tax (HOT) use guidelines and fully understand the local HOT funding application process and rules governing the proper use of hotel occupancy tax. Any funding awarded for the aforementioned event/project will be used to forward the efforts of the City of Kemah and Discover Kemah in directly enhancing and promoting tourism and the hotel industry by attracting visitors from outside the City of Kemah.

I certify the information contained herein and attached to this application is true and correct to the best of my knowledge. I hereby acknowledge that any funding received from the City of Kemah must be expended as I have represented in this application and according to any requirements set by the City of Kemah Council and the program guidelines. I agree that if funds are not expended accordingly, in the opinion of the City of Kemah, said funds will be returned to the City of Kemah within ten (10) days from the date the City of Kemah demands such.

I understand that submission of an application does not guarantee funding, in whole or in part.

3 Bros Running Company
Business/Organization Name
Jeremy Fermo
Applicant’s Signature

7/29/2025
Date
Jeremy Fermo
Applicant’s Printed Name





2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

Attachment 1

| Toughest 10k Kemah Budget | | | |
|--|-------------------------------------|-------------------------|----------------------|
| Event or Program Name: Toughest 10k Kemah | | | |
| *Denote expenses to be covered using Hotel Occupancy Tax | | | |
| | | <u>Projected</u> | <u>Actual</u> |
| <u>Income</u> | Event Fund Account Balance | \$ 30,000 | |
| Sponsorship | | | |
| | Dicks Sporting Goods | \$ 1500.00 | |
| | Speedy Stop | \$ 250.00 | |
| | Fertita Chevrolet | \$ 800.00 | |
| | | | |
| | | | |
| | Total Income: | \$ 32,550 | |
| <u>Expenses</u> | | | |
| Direct Expenses | | | |
| Advertising | | | |
| | <i>FB/Instagram advertising</i> | \$ 1,500 | |
| | Medals | \$ 6,000 | |
| | <i>Shirts</i> | \$ 7,000 | |
| | | \$ | |
| Printing | | | |
| | Flyers | \$ 500.00 | |
| | Chip Timing | \$ 1,500 | |
| | Editing | \$ 3,000 | |
| | Security | \$ 2,500 | |
| | Food | 3,000 | |
| | Speakers and Emcee | 1,500 | |
| | Subtotal Direct Expenses: \$ | 26,500 | |
| Indirect Expenses | | | |
| General Overhead | | | |
| | Office Supplies | \$ 650.00 | |
| | Support Staff | \$ 5,400.00 | |
| | Subtotal Indirect Expenses: | \$ 6,000.00 | |
| | Total Expenses: | \$ 32,550 | |
| | Profit / (Loss): | \$ - | |
| | *Total HOT expenses | \$ 5,000 | |



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

Attachment 2

Marketing Plan Worksheet

This worksheet is intended to be used as a tool to organize the proposed marketing plan, which is a required supplement to all Sponsorship Funding applications.

Overall Project budget: \$30,000

Total Marketing Expenses: \$12,000

Print Advertising

Briefly discuss print ad promotions planned to be placed in newspapers, magazines or on flyers.

We will create and distribute printed flyers to promote the race in strategic locations throughout the host city and surrounding areas. These flyers will include key event details such as the date, location, registration information, and highlights of the race experience. They will be placed in high-traffic areas such as local gyms, running stores, coffee shops, community centers, and other relevant businesses to maximize visibility and reach. Flyers will also feature a QR code linking directly to the registration page to make it easy for potential participants to sign up on the spot.

List the total number of subscribers for each print publication.

Table with 2 columns: Name of Publication, Number of subscribers/recipients. Rows include newspapers, magazines, flyers (with 500), and other.



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

Digital Advertising

- When discussing digital marketing, be sure to include how visitation will be measured, or the key performance indicators (i.e. visitors to the website, app downloads, banner/ad clicks, impressions, etc.).
Include the number of subscriptions for the print advertising. The media agency usually supplies this information.

Please briefly explain any social media promotions, blogs, special websites, or other digital promotions (such as e-newsletters, blasts) and the goals of each (i.e., total reach, Click-Thru- Rates, unique/new page visitors, length of page sessions, etc.)

We will be focusing heavily on promoting through social media with a focus on long format and short format content

For youtube we plan on visiting the different restaurants and shops in Kemah to help promote them as much as possible this will be evergreen content that will go beyond the race because when people search for said restaurant, hotel, or business they will find our content on YouTube, IG, TikTok, etc..

With facebook alone we reached 140,000+ in the last 28 days.

Number of Digital Impressions: 90,675 Actions/Clicks: 2,406

Radio/TV

Briefly describe any radio or TV promotions and the goals or reach of each.

We will do our best to reach out to the news media to get a segment on our race before the race.

Other

Briefly describe any other promotions or marketing campaigns not mentioned above, such as highway billboards, fun promotions (such as giveaways), booths at other events, etc.

We host interactive activations at various races and community events where runners can participate in a fun trivia-style game. Participants answer a question, and if they get it right, they earn a Plinko chip for a chance to win prizes—including free race entries. These booths are set up at races throughout the region and at local events to engage the community, promote our brand, and generate excitement for upcoming races.



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

Overall (print + digital + radio/TV), estimate how many individuals the marketing plan may reach.

with FB alone we have reached close to 300,000 and then we also have our other social media platforms and flyers

How many targeted individuals/families are at least 60 miles from Kemah? _____

We have close to 500 registered so far and Kemah is not in the top as far as registrants from a certain city

SCHEDULE OF ACTIVITIES

TOUGHEST 10K KEMAH

SUMMARY

3 Bros Running Company aims to deliver a race experience that goes beyond the finish line, offering authentic promotion of the City of Kemah through dynamic marketing and community engagement efforts. Below is a summary of scheduled activities and promotional efforts leading up to and after the race:

PRE RACE ACTIVITIES 4 MONTHS OUT

- Produce social media videos highlighting Kemah restaurants, shops, and attractions (Kemah Boardwalk, marina, local boutiques).
- Design & Announcement Campaign
- Reveal new race logo, finisher medal, and custom-designed shirt featuring Kemah.
- Start sending targeted emails to our database of nearly 6,000 past participants, promoting Kemah as a destination and driving registrations.

2 MONTHS OUT

- Include Kemah visitor information, restaurant lists, hotel highlights, and tourism material in every runner packet.
- High-energy content featuring the race route and Kemah scenery.
- Stay & Feature Kemah Hotel Experience
- Our team stays in a Kemah hotel and documents the stay through Instagram Stories, Reels, and recap posts.
- Hotel Features on Website
- Highlight featured hotels in Kemah and encourage participants to stay in Kemah

RACE WEEKEND (EVENT DAY)

- Release of Kemah Digital Race Guide
- Distribute a free digital race weekend guide highlighting where to eat, stay, and explore in Kemah.
- Race Day Excitement
- Emcee announcements and DJ shout-outs thanking Kemah; banners and signage featuring Kemah branding.

POST-RACE ACTIVITIES

- TPost-Race Survey
- Collect feedback from runners including impressions of Kemah as a tourist destination.
- Photo/Video Recap Release
- Publish media showing the race, medal, and the best of Kemah; tag local businesses featured in pre-race content.
- Ongoing Digital Presence
- Content from the race continues to be shared across social platforms, extending Kemah's visibility long after the event concludes.



Toughest 10K Kemah | Economic & Tourism Impact Overview

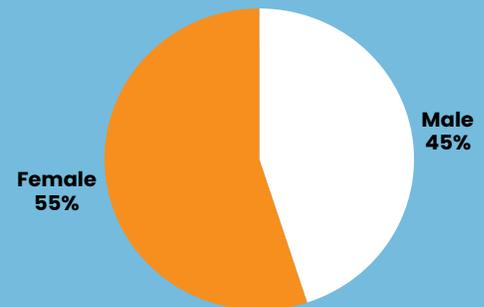
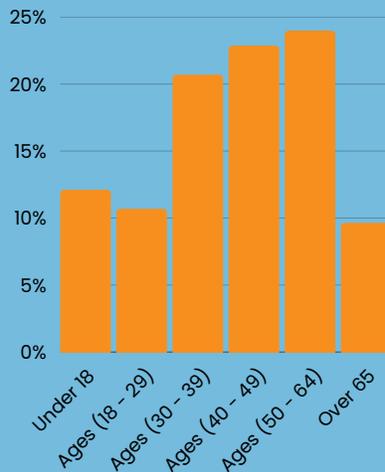
3 Bros Running Company is excited to bring the Toughest 10K series to Kemah for the first time! With a route that crosses the iconic Kemah pedestrian bridge and a strong history of runner support, we expect to draw participants from across Texas and beyond. Our goal is to help highlight Kemah as a tourist destination by encouraging overnight stays, showcasing local attractions, and delivering an unforgettable runner experience.

For the **Seabrook Lucky Trail Races** **sold out** every distance except for Friday's 5K and the Sunday Full. We hit record participation numbers not seen since 2019, pre-pandemic. We're excited to do the same for the Toughest 10k Kemah.



RACE STATS SEABROOK LUCKY TRAILS

-  5 Countries
-  22 States
-  274 Cities



1,338 Signups Largest since 2019

DIGITAL GUIDE



Created a new digital guide. Instead of the traditional race guide pdf normal races use we created a new experience that is mobile friendly, interactive, and engaged our participants. A new way for brands to reach our participants as they are encouraged to view every single section to get important race info.

SOCIAL MEDIA

We leverage our social media using every platform to get excitement for our race and have people invested in our companies success through youtube, facebook, instagram, and tiktok. Focus is on Organic Traffic.



524K Views
287K Reach

AUGUST
3, 2024
TO
MARCH
20, 2025



91K Views
43K Reach



15k Views
231K Impressions



97k Views
84K Reach

KEMAH BRANDING



New Updated
Logo



Finisher Medal



Finisher Shirt

- Medals
- Bibs
- Shirts
- Digital Guide
- Website

GOAL

We are making it a priority to showcase Kemah not just as a race venue, but as a weekend getaway destination. Our event website and social media will feature where to stay, eat, and explore in Kemah—encouraging runners to come early and stay late.

We will partner with local hotels to create special rates and block reservations, while our digital guide will highlight businesses, tourist attractions, and restaurants that participants can enjoy beyond race morning.

Hotel Occupancy Tax Sponsorship Application

Applicant Name:

Event/Project Name:

Evaluation Criteria

| Criteria | Points Possible | Points Awarded | Notes |
|--|-----------------|----------------|-------|
| Tourism Impact (Does the event/project demonstrate potential to attract visitors to Kemah and generate overnight stays?) | 0–30 | | |
| Economic Benefit (Will the event/project create a positive economic impact for local businesses, restaurants, hotels, etc.?) | 0–25 | | |
| Marketing & Promotion Plan (Is there a clear plan to promote Kemah to tourists beyond the local community?) | 0–20 | | |
| Alignment with State HOT Guidelines (Is the request consistent with allowed uses of HOT funds under Texas law?) | 0–15 | | |
| Budget & Accountability (Is the budget clear, realistic, and supported by documentation? Is there a plan for post-event reporting?) | 0–10 | | |

Total Points: _____ / 100

Reviewer Comments:

Organization Butler Longhorn Museum

Sponsorship Boot Scootin' Boogie

Date(s) 6/27/2026

Amount Requested \$2,000

Previously Sponsored No

Requested N/A

Approved N/A

For Reviewer

Recommend approval?

Amount recommended?

Notes:

2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

I. ORGANIZATION INFORMATION

| | |
|--|--|
| <u>Butler Longhorn Museum</u> Official Name of Organization | <u>7/24/2025</u> Date of Submission |
| <u>Monica Hughes</u> Contact Person | <u>Info@butlerlonghornmuseum.com</u> Email |
| <u>903 FM518E Ste B, Kemah, Texas 77565</u> Address | <u>832 679 6571</u> Phone |
| <u>www.butlerlonghornmuseum.com</u> Website Address | <u>Facebook Instagram</u> Social Media (Facebook, Twitter, Instagram) |

Is your organization: Non-Profit Private/For Profit

Organizational Mission and Purpose:

The Butler Longhorn Museum highlights the Butler family and their Cattle bloodline, while exhibiting the history of the Longhorn breed. The museum documents the rich multicultural heritage of the region thru farming and ranching history. Western history, art and science is Demonstrated throughout the museum, as is Italian, Vietnamese, Japanese, and Indian history in the Bay Area exhibited.

The following required documents must be submitted with the application:

- Last fiscal year's financial statement (profit & loss statement) ^{Now -} for your organization as a whole
- Your organization's budget for the current year ✓
- Copy of 501-C3 Internal Revenue Service documentation letter, if applicable
- FEIN / Tax ID#: 203805729 ✓
- Schedule of activities or events relating to the proposed event/project ✓
- Samples of advertising planned and/or marketing copies from the previous event ✓

BUTLER LONGHORN MUSEUM 2025 BUDGET

Income/Expense

| | | |
|---------------------|-------|---------------|
| Gift Shop Sales | 2000 | |
| Donations | 5000 | |
| Interest Income | 120 | |
| Museum Admission | 25000 | |
| Special Events | | |
| Tickets | 12000 | |
| Donations | 7500 | |
| Refreshments | 1500 | |
| Total Income | | 53,120 |

Cost of Goods Sold

| | | |
|---------------------------------|------|--------------|
| Events | 4200 | |
| Entertainment | 2000 | |
| Food | 500 | |
| Supplies | 500 | |
| Other Event Expense | 500 | |
| Total Cost of Goods Sold | | 45420 |

Gross Profit

Expense

| | | |
|-----------------------|--------|--------------|
| Rent | 24,000 | |
| Utilities | | |
| AT&T | 1440 | |
| TXU | 3600 | |
| Extra Space Storage | 2100 | |
| Credit card/Bank fees | 400 | |
| Dues/ Subscription | 200 | |
| Insurance | 1600 | |
| IT/Website | 700 | |
| License/Permits | | |
| Payroll | | |
| Postage Delivery | 240 | |
| Professional Fees | 150 | |
| Supplies | | |
| Office | 400 | |
| Supplies | 140 | |
| Total Supplies | | 540 |
| Marketing | 2000 | |
| Total Expenses | | 36970 |

Net Income

8450

Ad Marketing Event

II.A EVENT/~~PROJECT~~/PROGRAM INFORMATION

Butler Longhorn Museum
Host Organization

Kemah's Boot Scoot'n Boogie
Event/Project/Program Name

Museum/Kemah Community Center
Primary Location of Event/Program

5/27/2026
Date

Fri. 5/26 - 7p-9p Sat 2/27 - 6³⁰p - 10p
Event Time(s) - Start & End

6/27/26
Due Date for 60-day Post-Event Report

Total Amount of HOT Funds Requested: 2000

How many years have you held this Event or Project? New Event to Kemah (Held 5 yrs prior location 2018-2023)

Expected Attendance: 200

Primary Purpose of Funded Event/Program/Activity/Facility:

Fundraiser to support Kemah Tourism, education, exhibits, or senior activities while supporting the museum.

How many people attending the Event or Project will use Kemah Hotels? 50-60

Do you reserve a room block for this event at an area hotel, and if so, for how many rooms and at which hotels?

Yes, will setup Courtyard Marriott Boardwalk 11

If no room block has been established, contact the following Kemah hotels to establish availability, room blocks, and room rates:

1. Boardwalk Inn: 8 Kemah Water Front, (281) 334-9880
2. Courtyard by Marriott: 805 Harris Ave, (281) 334-0003
3. Days Inn: 1413 SH 146, (281) 549-4118
4. Hotel Bliss: 1411 Hwy 146, (281) 538-0077
5. Scottish Inn: 601 Texas Ave, (281) 334-4855

An additional list of Kemah Bed and Breakfasts and Short-Term Rental properties is available at kemahtx.gov.

2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

When will the campaign begin? 10/1/25

Does the Project have a website, social media page or tagging? If so, list below.

Social Media: Facebook Instagram TikTok

Website: www.butlerlonghornmuseum.com

Tagging (i.e., #DiscoverKemah):
Discover Kemah

Will you submit press releases about the event? Yes

Who is responsible for writing and distributing press releases? Contact: Monica Hughes

Phone: 832 679 6571 Email: info@butlerlonghornmuseum.com

What geographic area does your advertising target?

Breeders throughout Texas
local supporters

How many individuals located in another city or county will your proposed marketing reach?

50-60

IV. CERTIFICATION

I have read the City of Kemah's Local Hotel Occupancy Tax (HOT) use guidelines and fully understand the local HOT funding application process and rules governing the proper use of hotel occupancy tax. Any funding awarded for the aforementioned event/project will be used to forward the efforts of the City of Kemah and Discover Kemah in directly enhancing and promoting tourism and the hotel industry by attracting visitors from outside the City of Kemah.

I certify the information contained herein and attached to this application is true and correct to the best of my knowledge. I hereby acknowledge that any funding received from the City of Kemah must be expended as I have represented in this application and according to any requirements set by the City of Kemah Council and the program guidelines. I agree that if funds are not expended accordingly, in the opinion of the City of Kemah, said funds will be returned to the City of Kemah within ten (10) days from the date the City of Kemah demands such.

I understand that submission of an application does not guarantee funding, in whole or in part.

Butler Longhorn Museum
Business/Organization Name

Annette Conwell
Applicant's Signature

8/17/2023
Date

Annette Conwell
Applicant's Printed Name

2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

Will the event charge admission? Yes

Do you anticipate a net profit from the event? What is the anticipated amount if there is a net profit, and how will it be used?

Yes, \$8000 to be used to cover museum expenses

List Event Sponsors/Co-Sponsors:

~~0~~ None at this time

Total Event Budget: 2,000

Percentage of Hotel Tax Support of Related Costs:

- 10% Percentage of total event costs covered by hotel occupancy tax
- 0 Percentage of total facility costs covered by HOT for the Funded Event/Program/Activity
- 0 Percentage of staff costs covered by HOT for the funded Event/Program/Activity

If staff costs are covered, estimate the percentage of time staff spend annually on the funded event(s) compared to other activities. 0 %

III. ADVERTISING AND PROMOTIONAL ACTIVITIES

Discover Kemah encourages organizations to market, advertise and promote projects to audiences at least 60 miles from Kemah. Check all elements the proposed Marketing Plan includes that meet this:

| | |
|---|---|
| <ul style="list-style-type: none"> <input type="checkbox"/> Out of Home (OOH) advertising <input type="checkbox"/> Radio <input type="checkbox"/> TV commercials <input type="checkbox"/> Booths (events or shows) <input checked="" type="checkbox"/> Print ads <input checked="" type="checkbox"/> Newspaper coverage <input type="checkbox"/> Other print _____ | <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Social media ads/boosts <input type="checkbox"/> Display ads (digital banner ads, etc.) <input type="checkbox"/> OTT (internet/streaming ads) <input type="checkbox"/> Digital/Comprehensive campaign <input type="checkbox"/> Direct mail <input checked="" type="checkbox"/> Mobile advertising (phones) <input type="checkbox"/> Paid search advertising (PPC) |
|---|---|

Summarize the proposed marketing, advertising and promotional campaign indicated above (include information about the target audience/locations, frequency of advertising, and other pertinent campaign information):

Event will be promoted on social media, an ad in the Galveston Daily News, email blasts, fliers printed & posted, mailed.

2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

I understand that in the Post-Event Report, hotel room nights must be confirmed in writing by the designated hotel representative above for the event to receive credit for those room nights.

If no room block is established, how will you measure your event's impact on area hotel activity?

NA

List other years (over the last three years) that you have hosted your Event or Project with the amount of assistance given from Kemah HOT Funds, attendance, and the number of hotel rooms used.

| Month/Year Held | Assistance Amount | # of Hotel Rooms Used | Attendance # |
|-----------------|-------------------|-----------------------|--------------|
| <i>New</i> | <i>Event</i> | | |
| | | | |
| | | | |

Methods used to determine attendance: (i.e., crowd estimates, ticket sales, registrations, sign-in sheet, etc.)

Ticket Sales

What percentage of your event/program attendees are estimated to be nonlocal visitors? 25 %

What percentage of your event/program attendees are local? 75 %

List any other organizations, government entities or sponsorship funding support for this event/project:

*HomeTown Bank
Crowder Funeral
Red River BBQ.*

How will HOT Funds be used if awarded?

To promote the event thru fliers, social media, digital media

**KEMAH'S BOOT SCOOT'N BOOGIE
BUTLER LONGHORN MUSEUM**

| | | | |
|----------------|-----------------------|---------------|--|
| | | | |
| INCOME | Ticket | 15,000 | |
| | Sponsorships | 3500 | |
| | Auctions | 3200 | |
| | Total | 21,700 | |
| EXPENSE | Advertising | 1000 | |
| | Event Rental | 500 | |
| | Security | 500 | |
| | Food | 7000 | |
| | Music | 1000 | |
| | Beverage | 2400 | |
| | Decor | 500 | |
| | | | |
| | | | |
| | | | |
| | TOTAL INCOME | 21,700 | |
| | TOTAL EXPENSES | 15,300 | |
| | PROFIT | 8,800 | |

BUTLER LONGHORN MUSEUM FUNDRAISER



Saturday, September 23, 2023

Event 6p-9p

Silent Auction

Signed Acoustic Guitar - Kenny Chesney

Concert Pianist, Hector Bisio

HOSTED BY THE BRYAN MUSEUM
In the Conservatory

1315 21st. St. Galveston, Tx text

Call for Tickets/ Additional Information 832.679.6571

info@butlerlonghornmuseum.com

501c3

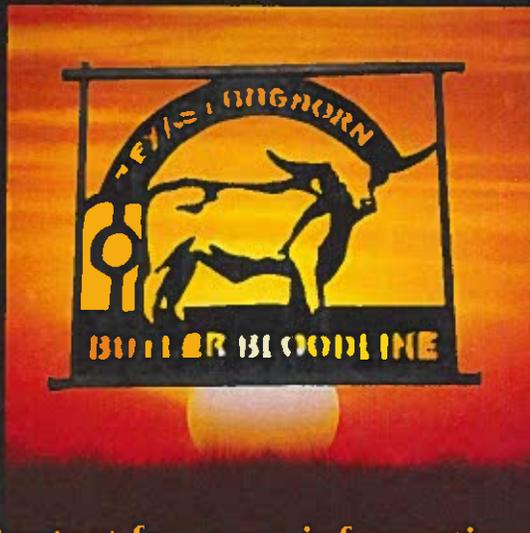


903 FM 518 East, Ste.B (Deke Slayton HW),
Kemah, Texas 77565



butlerlonghornmuseum.org

**COME AND EXPERIENCE
THE HISTORY OF THE
TEXAS LONGHORNS**



Contact for more information

Wed - Sat: 10am - 4pm

Sun - Tue: Appointment Only



Phone: 832-679-6571



Email: info@butlerlonghornmuseum.org



THINK OF TEXAS AND YOU THINK OF LONGHORNS.

The Longhorn is synonymous with Texas and its ranching history. Yet few Texans or visitors to this great state realize that by the beginning of the 20th century, Longhorns were on the verge of extinction. Today, the Longhorn is alive and well due to the efforts of seven pioneer breeders who refused to allow these animals to become extinct. A huge thank you to our Butler Breeders for continuing to preserve this magnificent bloodline for future generations and for its continual support of the museum and its mission.

The Butler Longhorn Museum is located in Kemah, TX, the town formerly known as "Evergreen" before being renamed after a Karankawa term meaning "facing the wind." The museum is dedicated to telling the story of Milby Butler and his role in the amazing comeback of the Texas Longhorn. The museum exhibits a variety of Texas history in coordination with school curriculum.

A Quote From John Wayne:

"Milby Butler has been a great friend as well as my best character study for the Texas men I portray in my films."

HOW YOU CAN HELP:

We need benefactors like you to assist us with the funds needed to maintain and expand the museum's innovative exhibits and educational center. These activities are important in teaching and promoting our local heritage. Contact the museum for more information to make a donation or to volunteer.

PURCHASE ART:

Help fund our art, science, and history exhibits by purchasing original artwork and items from our gift shop.

BREEDERS INFORMATION:

If you would like to know more about the Butler Breeder's Invitational Sale, the Butler Bloodline or to research pedigrees, please visit: www.butlertexaslonghorns.com

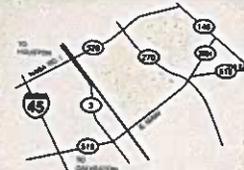
BUTLER LONGHORN MUSEUM

903 FM 518 E Ste.B, Kemah, Texas 77565

Contact us to schedule a tour, corporate event, wedding or for more information.

Phone: 832-679-6571

Email: info@butlerlonghornmuseum.org



Come Meet Our Local Superstar:

Miss John Wayne



Hotel Occupancy Tax Sponsorship Application

Applicant Name:

Event/Project Name:

Evaluation Criteria

| Criteria | Points Possible | Points Awarded | Notes |
|--|-----------------|----------------|-------|
| Tourism Impact (Does the event/project demonstrate potential to attract visitors to Kemah and generate overnight stays?) | 0–30 | | |
| Economic Benefit (Will the event/project create a positive economic impact for local businesses, restaurants, hotels, etc.?) | 0–25 | | |
| Marketing & Promotion Plan (Is there a clear plan to promote Kemah to tourists beyond the local community?) | 0–20 | | |
| Alignment with State HOT Guidelines (Is the request consistent with allowed uses of HOT funds under Texas law?) | 0–15 | | |
| Budget & Accountability (Is the budget clear, realistic, and supported by documentation? Is there a plan for post-event reporting?) | 0–10 | | |

Total Points: _____ / 100

Reviewer Comments:

| | |
|----------------------|------------------------|
| Organization | Butler Longhorn Museum |
| Sponsorship | Marketing Materials |
| Date(s) | N/A |
| Amount Requested | \$16,784 |
| Previously Sponsored | No |
| Requested | N/A |
| Approved | N/A |

For Reviewer

Recommend approval?
Amount recommended?

Notes:

2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

1

I. ORGANIZATION INFORMATION

| | |
|--|--|
| <u>Butler Longhorn Museum</u> Official Name of Organization | <u>7/24/2025</u> Date of Submission |
| <u>Monica Hughes</u> Contact Person | <u>Info@butlerlonghornmuseum.com</u> Email |
| <u>903 FM518E Ste B, Kemah, Texas 77565</u> Address | <u>832 679 6571</u> Phone |
| <u>www.butlerlonghornmuseum.com</u> Website Address | <u>Facebook Instagram</u> Social Media (Facebook, Twitter, Instagram) |

Is your organization: Non-Profit Private/For Profit

Organizational Mission and Purpose:

The Butler Longhorn Museum highlights the Butler family and their Cattle bloodline, while exhibiting the history of the Longhorn breed. The museum documents the rich multicultural heritage of the region thru farming and ranching history. Western history, art and science is Demonstrated throughout the museum, as is Italian, Vietnamese, Japanese, and Indian history in the Bay Area exhibited.

The following required documents must be submitted with the application:

- Last fiscal year's financial statement (profit & loss statement) ^{Now -} for your organization as a whole
- Your organization's budget for the current year ✓
- Copy of 501-C3 Internal Revenue Service documentation letter, if applicable
- FEIN / Tax ID#: 203805729 ✓
- Schedule of activities or events relating to the proposed event/project ✓
- Samples of advertising planned and/or marketing copies from the previous event ✓

BUTLER LONGHORN MUSEUM 2025 BUDGET

Income/Expense

| | | |
|---------------------|-------|---------------|
| Gift Shop Sales | 2000 | |
| Donations | 5000 | |
| Interest Income | 120 | |
| Museum Admission | 25000 | |
| Special Events | | |
| Tickets | 12000 | |
| Donations | 7500 | |
| Refreshments | 1500 | |
| Total Income | | 53,120 |

Cost of Goods Sold

| | | |
|---------------------------------|------|--------------|
| Events | 4200 | |
| Entertainment | 2000 | |
| Food | 500 | |
| Supplies | 500 | |
| Other Event Expense | 500 | |
| Total Cost of Goods Sold | | 45420 |

Gross Profit

Expense

| | | |
|-----------------------|--------|--------------|
| Rent | 24,000 | |
| Utilities | | |
| AT&T | 1440 | |
| TXU | 3600 | |
| Extra Space Storage | 2100 | |
| Credit card/Bank fees | 400 | |
| Dues/ Subscription | 200 | |
| Insurance | 1600 | |
| IT/Website | 700 | |
| License/Permits | | |
| Payroll | | |
| Postage Delivery | 240 | |
| Professional Fees | 150 | |
| Supplies | | |
| Office | 400 | |
| Supplies | 140 | |
| Total Supplies | | 540 |
| Marketing | 2000 | |
| Total Expenses | | 36970 |

Net Income **8450**

2025 HOTEL OCCUPANCY TX FUNDING APPLICATION
II. ~~EVENT~~/PROJECT/PROGRAM INFORMATION

Butler Longhorn Museum
Host Organization

Marketing Plan
2025-26 Butler Longhorn Museum
Event/Project/Program Name

Texas (Beyond 60 mile Radius)
Primary Areas Promoted

8/17/2025
Date

10/1/2025
Campaign Launch Date

11/30/2026
Due Date for 60-day Post-Campaign

Report Total Amount of HOT Funds Requested: 167,94

Expected Audience Reach: Texas

How will the materials highlight Kemah tourism?

All media will showcase the museum and Kemah's restaurants and activities as a stay+playcation destination. In addition, pre-cruise stays will be promoted.

Estimated impressions: _____ Estimated Call-to-action click-throughs (if digital) 83% Yelp conversion

What is your projected marketing influence on hotel stays?

All marketing will encourage families to spend a weekend in Kemah, play-stay vacations to enjoy the history of the museum and enjoy all Kemah has to offer

What percentage of your ~~event~~ program attendees are estimated to be nonlocal visitors? 80 %

What percentage of your ~~event~~ program attendees are local? 20 %

List any other organizations, government entities or sponsorship funding support for this event/project:

None
As we re-establish our current sponsors are supporting our events.

How will HOT Funds be used if awarded?

Funds will be used to promote the museum and Kemah through out Texas as a week/weekend play+staycation.

2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

List Campaign Sponsors/Co-Sponsors:

NONE

Total Campaign Budget: _____

Percentage of Hotel Tax Support of Related Costs:

- 100 Percentage of total **campaign costs** covered by hotel occupancy tax
- 0 Percentage of total **facility costs** covered by HOT for the Funded Event/Program/Activity
- 0 Percentage of **staff costs** covered by HOT for the funded Event/Program/Activity

If staff costs are covered, estimate the percentage of time staff spend annually on the funded campaign compared to other activities. ___ %

III. ADVERTISING AND PROMOTIONAL ACTIVITIES

Discover Kemah encourages organizations to market, advertise and promote projects to audiences at least 60 miles from Kemah. Check all elements the proposed Marketing Plan includes that meet this:

| | |
|---|---|
| <ul style="list-style-type: none"> <input type="checkbox"/> Out of Home (OOH) advertising <input type="checkbox"/> Radio <input type="checkbox"/> TV commercials <input type="checkbox"/> Booths (events or shows) <input checked="" type="checkbox"/> Print ads <input checked="" type="checkbox"/> Newspaper coverage <input type="checkbox"/> Other print _____ | <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Social media ads/boosts <input type="checkbox"/> Display ads (digital banner ads, etc.) <input type="checkbox"/> OTT (internet/streaming ads) <input type="checkbox"/> Digital/Comprehensive campaign <input type="checkbox"/> Direct mail <input checked="" type="checkbox"/> Mobile advertising (phones) <input type="checkbox"/> Paid search advertising (PPC) |
|---|---|

Summarize the proposed marketing, advertising and promotional campaign indicated above (include information about the target audience/locations, frequency of advertising, and other pertinent campaign information):

See Attached Document

2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

When will the campaign begin? 10/1/2025

Does the Project have a website, social media page or tagging? If so, list below.

Social Media: Facebook Instagram TikTok

Website: www.butlerlonghornmuseum.com

Tagging (i.e., #DiscoverKemah): Discover Kemah

What geographic area does your advertising target?

All of Texas beyond 60 mile radius

How many individuals located in another city or county will your proposed marketing reach?

? Thru Yelp - All searching museums, longhorns, Kemah - To Do
Galveston Day - 20,000 subscribers + online - targeting cruises
Social media - All directed outside 60 mile radius

IV. CERTIFICATION

I have read the City of Kemah's Local Hotel Occupancy Tax (HOT) use guidelines and fully understand the local HOT funding application process and rules governing the proper use of hotel occupancy tax. Any funding awarded for the aforementioned event/project will be used to forward the efforts of the City of Kemah and Discover Kemah in directly enhancing and promoting tourism and the hotel industry by attracting visitors from outside the City of Kemah.

I certify the information contained herein and attached to this application is true and correct to the best of my knowledge. I hereby acknowledge that any funding received from the City of Kemah must be expended as I have represented in this application and according to any requirements set by the City of Kemah Council and the program guidelines. I agree that if funds are not expended accordingly, in the opinion of the City of Kemah, said funds will be returned to the City of Kemah within ten (10) days from the date the City of Kemah demands such.

I understand that submission of an application does not guarantee funding, in whole or in part.

Butler Longhorn Museum
Business/Organization Name
Annette Conwell
Applicant's Signature

8/17/2025
Date
Annette Conwell
Applicant's Printed Name

**BUTLER LONGHORN MUSEUM
2025-26 MARKETING**

VistaPrint

Rack Cards - Qty. 10,000

Kemah logo will be included onpro this order

Copy(missing logo) included

\$844 *See attached*

YELP

Yelp drives customers searching for activities to the museum and all

Kemah has to offer.It provides a

one stop platform for consumers to discover the museum.

Their conversion rate for contacts is 83%

\$570 month \$6840 year *See attached*

SOCIAL MEDIA

FACEBOOK/INSTAGRAM/TIKTOK

Content creation weekly promoting the museum/events

Promoting week/weekend stay and play in Kemah beyond the

60 mile radius points beyond Kemah and throughout Texas

\$250 month \$3000 year

GALVESTON DAILY NEWS

In addition, to showcasing the museum, we will encourage cruisers to spend their pre-cruise days visiting the museum and visiting/staying in Kemah.

This ad consists of a 6" x 2.5" weatherstrip, located on

The bottom 2.5" of the paper, front section or back section,

One time a week, two weeks a month.

\$375 month \$4500 year *CIRCULATION 24,331*

ONLINE viewers

SEABREEZE NEWS

Promote the museum and Kemah as a destination for family fun and play, or a

Stay vacation

¼ page color ad covering Galveston County

\$1600 full year

WISH LIST

CLEAR CHANNEL

Clear Channel advertising consists of billboard advertising.

Bulleting Boards - 14' x 48' Freeways 12-18 months

\$780

Poster Panel - 12' x 24' Neighborhoods 6-8 weeks

\$168

Digital Unit - Suburbs 10 Units 4 weeks

\$1000

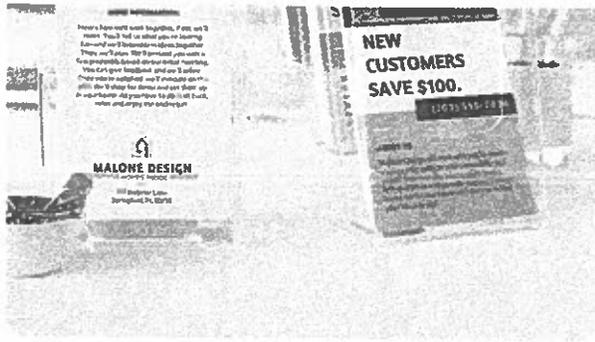
Attached

SCREEN VISION MEDIA

Once again this would be showcasing the museum thru a Play and Staycation or pre-cruise stay. This is movie theatre advertising between movies. We have done This before with great results. As noted on documents attached The plan is for 75 movie screens and a 26 week run. This plan Can be customized by custom selection of theatre locations, Week run time, and number of screens.

Up to \$10,072

Attached



VistaPrint

Make your message attention-grabbing and portable with custom rack cards.

- 3.74" x 8.27" size
- 13 paper stock options
- Vivid, full-color printing
- Single- & double-sided printing options
- Standard or rounded corner options
- Clear plastic holders available for purchase

Compact & powerful

Rack cards are a classic and convenient way to promote your business or list service prices and menu items. You can easily place them in high-visibility areas, from hotel lobbies and retail shelves to reception desks and countertops. And when you highlight what your offer or what you can do, it can help increase foot traffic to your location. Their size makes them easy for people to grab and keep your contact details on hand.

Simple & attention-grabbing

Whether you're a salon promoting a special deal or a design company showing off your work, custom rack cards are a blank canvas for your needs. With plenty of design options – including bright images, custom QR codes, rounded corners

Browse designs

Choose one of our templates

| | |
|-------|---------------------------------------|
| 2000 | 81% savings |
| 2500 | \$317.99 \$0.13 / unit 82% savings |
| 5000 | \$520.99 \$0.11 / unit 85% savings |
| 10000 | \$843.99 \$0.09 / unit 88% savings |

Get it as soon as Wednesday, Jul 23rd to 02451
Free shipping by Friday, Aug 1st to 02451

Browse designs

Choose one of our templates

Upload design

Have a design? Upload and edit it

Get a pre-printed sample

Specs & Templates

Product Options





Search



Help is here
1.866.207.4955



Cart

Deals

Business
Cards

Postcards & Print
Advertising

Signs,
Banners &
Posters

Stickers
& Labels

Clothing
& Bags

Promotional
Products

Packaging

Invitations, Gifts
& Stationery

Wedding

Logo,
Websites &
Social

Design
Services

How to VistaPrint? Get 20% off your first order. Create your account and use code NEW20 at checkout

Home

Marketing Materials

Rack Cards

VistaPrint

Rack Cards

4.8 (2823)

Reach people on the go with custom rack cards. Tell your story or highlight products with unique paper and special finish options.

[See details](#)

2,000 starting at \$268.99

Save 20% off your first order Code: NEW20

Product Orientation

Vertical

Paper Thickness

Premium

Paper Stock

Glossy

Corners

Standard

Quantity

| | | | |
|-----|-------------|----------|------------------------------|
| 50 | | \$37.99 | \$0.76 / unit |
| 100 | | \$57.99 | \$0.58 / unit 23% savings |
| 250 | Recommended | \$101.99 | \$0.41 / unit 46% savings |
| 500 | | \$140.99 | \$0.29 / unit 61% savings |
| 750 | | \$168.99 | \$0.23 / unit 69% savings |

Browse designs

Choose one of our templates

GET 15% OFF

and edit it



Chat with us

RACK CARDS FOR BUTLER LONGHORN MUSEUM

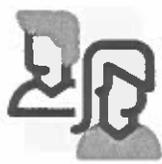
Canva 100lb Card Gloss Qty. 1000 \$300 .

VistaPrint 100 lb Card Gloss Qty. 2000/\$268 5000/\$521(.11) 10,000/\$844(.09) ✓

Docucopies 100lb Card Gloss Qty. 2000/\$428(.21) 5000/\$913(.18) 10,000/1740(.17)

Study shows high-intent consumers are contacting businesses quickly on Yelp

YELP



2.5M on average visit Yelp daily in search of a business

An average of 2.5 million people visit Yelp each day looking for businesses of all types¹—from plumbers to hair salons—and these consumers are ready to connect: **57% of users contact a business they researched on Yelp within a day**, according to a Yelp survey.²

But before they decide on a business, **96% of people on Yelp are comparing their options.**² How can you stand out from the competition and attract those prospects?

1. Make sure your page is complete.

Add all the important details, including your website, phone number, business hours, photos, and more. Consumers say **photos and critical business info are among the top three most important things** when choosing a business on Yelp.²

Consider the Upgrade Package, which includes additional tools that can help your page stand out—from Business Highlights (eye-catching badges to highlight what makes your business unique) to Slideshow (choose the order of your page's photos). When shown two businesses side-by-side in search, **94% of Yelp users said they'd choose the business with Upgrade Package features** over the one without.²

2. Use Yelp Ads.

With Yelp Ads, your business is displayed both on and off Yelp, including in a number of key places on the Yelp site and app such as above relevant search results and on your competitors' pages. **Businesses with Yelp Ads get 4x more leads.**³

 **4x** more leads
are generated
with Yelp Ads

 **94%** would choose a business
with an Upgrade Package
over one without

Most Yelp searches are for a service or product, not a business name

Most consumers searching on Yelp have a need but aren't sure exactly who they'll do business with—in fact, **nearly 90% of searches on Yelp are for a product or service, not a specific business.**⁴ When your Yelp Page is filled out with descriptive information and displayed in key places on Yelp, it gives you the opportunity to capture these consumers.

Yelp users are also looking for businesses they can trust. **73% of users say they're more likely to choose a business that has a Verified License badge on Yelp versus a business that does not.**²

Ultimately, a majority of consumers end their business search on Yelp: **82% of users hire or buy from a business they found on Yelp within a week**, making your Yelp Page a powerful marketing engine.² Be sure you're fully maximizing your online presence on Yelp with a complete, accurate page that shows up in the places where millions of people are actively searching.

 **82%** will hire or buy
from a business
within a week

 **90%** nearly ninety percent
of searches are for
a product or service



Shari Lefler

Writer/Content Creator

September 3, 2024

YELP CONVERSION TRACKING

Key takeaways

- ✓ Conversion tracking can help you understand not only customer purchasing behavior but the entire customer journey
- ✓ You can set up conversion tracking using tracking pixels or link-tracking tags
- ✓ Conversion data will help you adjust your ad spend and make your marketing efforts more effective

From: Annette's Emporium theemporium@comcast.net
Subject: Fwd: Public Service Advertising
Date: Aug 17, 2025 at 1:53:24 PM
To: Annette's Emporium theemporium@comcast.net

Sent from my iPhone

Begin forwarded message:

From: Monica <info@butlerlonghornmuseum.com>
Date: July 21, 2025 at 6:27:41 PM CDT
To: Annette <theemporium@comcast.net>
Subject: Fwd: Public Service Advertising

Sent from my iPhone

Begin forwarded message:

From: "Vela, Lee" <leevela@clearchannel.com>
Date: July 21, 2025 at 4:22:55 PM CDT
To: info@butlerlonghornmuseum.org
Cc: "Dean, Tammy"
<tammydean@clearchannel.com>
Subject: Public Service Advertising

Hi Monica – so sorry I could not get this out to you last week. I have attached the public service application for the donation of advertising space to non-profit organizations like yours. We have billboard structures in a 13-county area. As discussed, your options are as follows:

1. Bulletins – these are normally 14x48 primarily on freeways – the art is printed on a vinyl covering that is re-useable. All

printing of materials is done through an independent printer. The cost for printing one 14x48 vinyl is about \$280 including shipping. They will last on 12 to 18 months in the weather.

Labor cost to include – normally \$1,000, we will do it for the museum for \$500 each

2. Poster panels – good for reaching neighborhoods – 12x24 – printed on eco poster for a one-time use – Printing \$68 ea. including shipping. Labor to install normally \$250, we will do this for the museum for \$100 ea.
3. Digital units – only in suburban areas of Houston – no production cost. PSA rate is \$400 per week, per unit. We will do 10 units for a flat fee of \$1,000 for four weeks.

Once you have decided on when you want to start, where you want to be, which units you want to use and how many we can check availabilities for you and let you know what is available. If you need art services, we can do that for you at no cost, it just takes a week to get it through the art department.

I look forward to hearing from you.

Lee



Lee Vela
Vice President, Public Affairs-Houston
12852 Westheimer | Houston, Texas 77077
O 281.588.4222 M 281.748.3095
leevela@clearchannel.com
clearchanneloutdoor.com
[Twitter](#) [LinkedIn](#) [Insta](#) [Facebook](#) [Blog](#)



PUBLIC SERVICE ADVERTISING- Houston

QUALIFYING YOUR ORGANIZATION

To determine your organization's eligibility for the program you must meet the following criteria:

- The organization must be non-profit, charitable and/or civic in nature or purpose.
- The organization must not be spending **money for advertising time or space**, (other than for production costs), in other media.
- The organization must be promoting a cause or event of clear benefit to the general public.
- The organization should be communicating a message that is not commercial, political, or editorial in nature.
- The organization should not be a religious group that is advertising a religious service. (Special projects such as fundraising, educational, etc. are allowed).

CONDITIONS FOR THE DONATION OF PUBLIC SERVICE ADVERTISING

- 1) Commercial sponsors or business names/logos are allowed on public service messages if the commercial mention is no more that 25 percent of the copy space and does not include advertising slogans or copy.
- 2) Public service announcements are based on space availability only. Organizations can request geographic area for coverage however, Clear Channel Outdoor reserves the right to determine final locations and will provide a list of donated locations immediately prior to posting.
- 3) Public service space is donated or provided at a reduced space rate. These costs are based on covering labor and out-of-pocket expenses to post or install the advertising on billboards.
- 4) It is the responsibility of the client to design artwork and work with a printer to produce the final posters. **All artwork must be pre-approved by the public affairs department of Clear Channel Outdoor.**
- 5) Posters and vinyls must be received **at least 10 business days prior to the scheduled posting date.**
- 7) Clear Channel Outdoor reserves the right to review, approve or reject all artwork.
- 8) **All public service advertising space can be pre-empted by commercial sales.**

Poster panels (require eco posters)

Printed on eco paper and posted on the billboard face, this type of advertising typically last six to eight weeks. These boards (12' x 25' overall size – eco poster art should be 10.6x22.75) are usually booked on a four-week cycle. While some are located on freeways most are on surface streets and are good for reaching neighborhoods and ethnic groups.

Bulletins (require vinyl)

These boards can be found along freeways and some surface streets. Most of these boards are illuminated. Production is on vinyl by specialized printers only (see resource

sections for printers). Usually 14'x 48', Clear Channel Outdoor does offer some odd-sized bulletins which will vary from 20'x 60' to 10'x 40'.

SUBMISSION OF REQUESTS

All requests for public service must be made in writing. Please include a cover letter stating the specifics of your request (size of billboards (bulletins or posters), number of billboards, date to post and general areas to post).

SCHEDULING CONSIDERATIONS

The average display time for public service poster panels is approximately 28 days.

Pre-empted by Commercial Sales

Although rare, public service displays can be pre-empted for commercial sales. Should this happen, Clear Channel will make every effort to move your displays to a comparable location.

Posting

Public service displays will not be posted until all necessary paperwork has arrived and has been approved by Clear Channel Outdoor. Signed contracts, full payment, posters, or vinyls must be submitted before the posting date.

PUBLIC SERVICE PROGRAM FEES

This program offers donated or reduced rate space on a space available basis, which can be **pre-emptible by commercial sales**. Guaranteed space can be purchased at a commercial rate—rates available upon request.

*Poster Panel (12'x 25') \$250 per location

*Public Service Ads on Bulletins are offered at a reduced rate:

Bulletins (14'x 48') \$1,000 per location, per 4 weeks
Bulletins (20'x 60') \$2,000 per location, per 4 weeks

Public Service Rates for Digital Billboards:

Rates for coverage on Clear Channel's Digital boards are **\$400 per week, per unit.**
(No Production required)

Rates and costs subject to revisions within the year.

**Production not included. Production (printing on Eco poster or vinyl) is contracted directly with a supplier of your choice. A list of approved printers can be provided. □*

4

APPLICATION FOR PUBLIC SERVICE ADVERTISING
PLEASE COMPLETE ALL OF THE INFORMATION BELOW AND RETURN TO:

Tammy Dyer

tammy.dyer@clearchannel.com

Clear Channel Outdoor
12852 Westheimer
Houston, Texas 77077
281-588-4258 832-493-1126 cell

1. Organization:

2. Address:

From: Monica info@butlerlonghornmuseum.com
Subject: Fwd: SVM Proposal for Butler Longhorn Museum - Attachment Included
Date: Jul 17, 2025 at 5:52:15 PM
To: Annette theemporium@comcast.net

Sent from my iPhone

Begin forwarded message:

From: David Lindsey <dlindsey@screenvisionmedia.com>
Date: July 17, 2025 at 4:34:01 PM CDT
To: info@butlerlonghornmuseum.org
Subject: SVM Proposal for Butler Longhorn Museum - Attachment Included

Hi Monica,

Please see the attachment for 26wks in the theatres indicated to show your 15 second ad or ads twice per movie, before all movies on all screens.

The pricing includes a 50% Discount off our already low-priced Rate Card. I put a tentative start date in August which can be changed as needed. Ads start on Mondays and end on Sundays.

Also attached are the movies for the remainder of 2025 as well as our Specs for the Ad.

Let me know if you have any questions, need changes or wish to reserve the space. Inventory is limited and we are selling for the busy Holiday Season.

Sincerely,

DAVID LINDSEY
THINKING THROUGH THE AD
WEST REGION

Downloading
image415261.png
11 KB



**Butler Longer Museum
2025-2026.pdf**
268 KB



**Tap to Download
2025 Block Buster Movie Line Up
June to Year End .pptx**
12.5 MB

**Downloading
Ad Production Specs-All Options
.pdf**
1.2 MB

| VENUE ID | VENUE TYPE | VENUE | NETWORK | ADDRESS | CITY | STATE | ZIP | DMA | COUNTY | Screens | IMPRESSIONS | REVENUE |
|----------|------------------|---------------------------------|------------------|--------------------------------|----------------|-------|-------|---------|---------------|---------|-------------|---------|
| 5687 | Cinema On-Screen | Galveston Primetime Cinemas | Screenvision EPS | 8902 SEAWALL | GALVESTON, TX | Texas | 77554 | HOUSTON | GALVESTON, TX | 11 | 58,096 | \$673 |
| 5985 | Cinema On-Screen | Pearland Premiere Cinema | Screenvision EPS | 5050 WEST BROADWAY | PEARLAND, TX | Texas | 77581 | HOUSTON | BRAZORIA, TX | 6 | 59,416 | \$713 |
| 5988 | Cinema On-Screen | Tomball Premiere Cinema 6 | Screenvision EPS | 28497 Tomball Parkway | TOMBALL, TX | Texas | 77375 | HOUSTON | HARRIS, TX | 7 | 51,631 | \$820 |
| 7416 | Cinema On-Screen | Texas City Premiere Lux Cine 12 | Screenvision EPS | 10000 Emmet F. Lowry Expwy | TEXAS CITY, TX | Texas | 77591 | HOUSTON | GALVESTON, TX | 12 | 132,662 | \$1,592 |
| 8549 | Cinema On-Screen | Smg Pearland | Screenvision EPS | 8440 S. Sam Houston E. Parkway | HOUSTON, TX | Texas | 77048 | HOUSTON | HARRIS, TX | 12 | 152,490 | \$1,630 |
| 9615 | Cinema On-Screen | Arnc Houston 8 | Screenvision EPS | 510 Texas St | HOUSTON, TX | Texas | 77002 | HOUSTON | HARRIS, TX | 8 | 88,895 | \$927 |
| 9628 | Cinema On-Screen | Schulman Bay City 8 | Screenvision EPS | 6655 E. 7th Ave | BAY CITY, TX | Texas | 77414 | HOUSTON | MATAGORDA, TX | 8 | 73,200 | \$978 |
| 808007 | Cinema On-Screen | Star Cinema Grill City Centre | Screenvision EPS | 822 Town & Country Blvd | HOUSTON, TX | Texas | 77024 | HOUSTON | HARRIS, TX | 8 | 127,991 | \$1,536 |
| 8436 | Cinema On-Screen | Moonstruck Drive-In | Screenvision LPS | 100 Bringham Street | HOUSTON, TX | Texas | 77020 | HOUSTON | HARRIS, TX | 3 | 100,183 | \$1,803 |

Client **Butler Longhorn Museum**
 Email **lindsey@screenvisionmedia.com**
 Phone **832-679-6571**
 Agency: **0**
 Sales Rep **David Lindsey**
 Email **dlindsey@screenvisionmedia.com**
 Phone **281-935-9750**
 Date Created: **7/17/2025**

| | |
|----------------------|----------|
| Totaling to date | 822,664 |
| All In Costs | \$12,73 |
| Total Net Media | \$10,472 |
| Total Creative Costs | \$0 |
| Grand Total | \$10,472 |

Special Pricing for Non-Profit: 50% Off The Rate

SCREEN
VISION
MEDIA

| Front & Center Everywhere Affiliate | Inventory | Spot Duration | Audio | Start | End | # of Weeks | Campaign Scope | # of Venues | # of Screens | P2+ Impressions | P2+ Net CPM | Net Media | Creative Costs |
|--|-----------------------------|------------------|-------|--------|--------|------------|-------------------|----------------|-----------------|--------------------|----------------|-----------|-------------------|
| Screenvision EPS | ROS - All Ratings | 15 | Audio | 8/4/25 | 2/1/26 | 26 | Local | 8 | 72 | 722,381 | \$12.00 | \$8,669 | |
| Screenvision LPS | Premium Prime - All Ratings | 15 | Audio | 8/4/25 | 2/1/26 | 26 | Local | 1 | 3 | 100,183 | \$18.00 | \$1,803 | |

In the event of any under-delivery Screenvision will make every attempt to add in ADU within the contracted flight. Screenvision reserves the right to utilize ROS & In-Lobby inventory as ADU.
 All Creative must be approved by Screenvisions Exhibitor Partners.
 All Scatter deals are 100% Non-Cancellable. Screenvision Media does not offer cash back.
 This plan is valid for 5 business days.

fall semester begins Aug. 25, the public can view the display during regular library hours.

— Jennifer Reynolds

Texas A&M University at Galveston cadets Chloe McCabe, left, Zachary Archer and Galvin Nugent help install the Juneteenth Bell display in the Jack K. Williams Library on the Mitchell Campus on Thursday. **MORE PHOTOS » A6**

JENNIFER REYNOLDS/The Daily News

DOWNTOWN GALVESTON | BUILDING DEMOLITION

1874 building near

historic district slated for demolition

By SAGE SCOTT
The Daily News

An 1874 building on Strand Street in the island's downtown could be demolished any day now, the city said. The two-story brick building once

See 1874 » A7



JENNIFER REYNOLDS/
The Daily News
A fence surrounds the Christian Jordan Building in the 1900 block of Strand Street in Galveston on Wednesday.

Galveston County District Attorney

to retire next month

From Staff Reports

Galveston County District Attorney Jack Roady on Friday announced his retirement after nearly 15 years in office. Roady will conclude his time as district attorney on Sept. 30 — more than a year before his term was set to expire — before taking a faculty position at Houston Christian University later this year.



JACK ROADY

Roady to join the faculty at Houston Christian University later this year.”

“I had previously announced my intention to serve through

See ROADY » A7

INBEX ABBY B7&10 BUSINESS C1

LOTTERY A2

OBITUARIES D5

OPINION A4&5

PUZZLES B7&10

SPORTS B1



Vol. 183,
No. 92



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**THE EXPERTS I NEED,
WHEREVER I NEED THEM**

Methodist



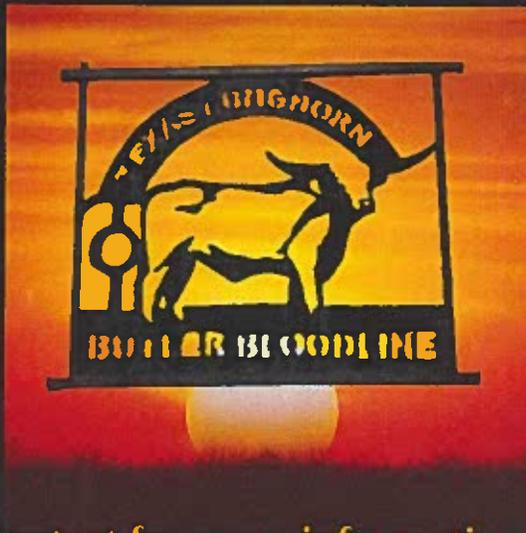


903 FM 518 East, Ste.B (Deke Slayton HW)
Kemah, Texas 77565



butlerlonghornmuseum.org

**COME AND EXPERIENCE
THE HISTORY OF THE
TEXAS LONGHORNS**



Contact for more information

Wed - Sat: 10am - 4pm

Sun - Tue: Appointment Only



Phone: 832-679-6571



Email: info@butlerlonghornmuseum.org



THINK OF TEXAS AND YOU THINK OF LONGHORNS.

The Longhorn is synonymous with Texas and its ranching history. Yet few Texans or visitors to this great state realize that by the beginning of the 20th century, Longhorns were on the verge of extinction. Today, the Longhorn is alive and well due to the efforts of seven pioneer breeders who refused to allow these animals to become extinct. A huge thank you to our Butler Breeders for continuing to preserve this magnificent bloodline for future generations and for its continual support of the museum and its mission.

The Butler Longhorn Museum is located in Kemah, TX, the town formerly known as "Evergreen" before being renamed after a Karankawa term meaning "facing the wind." The museum is dedicated to telling the story of Milby Butler and his role in the amazing comeback of the Texas Longhorn. The museum exhibits a variety of Texas history in coordination with school curriculum.

A Quote From John Wayne:

"Milby Butler has been a great friend as well as my best character study for the Texas men I portray in my films."

HOW YOU CAN HELP:

We need benefactors like you to assist us with the funds needed to maintain and expand the museum's innovative exhibits and educational center. These activities are important in teaching and promoting our local heritage. Contact the museum for more information to make a donation or to volunteer.

PURCHASE ART:

Help fund our art, science, and history exhibits by purchasing original artwork and items from our gift shop.

BREEDERS INFORMATION:

If you would like to know more about the Butler Breeder's Invitational Sale, the Butler Bloodline or to research pedigrees, please visit: www.butlertexaslonghorns.com

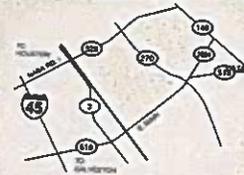
BUTLER LONGHORN MUSEUM

903 FM 518 E Ste.B, Kemah, Texas 77565

Contact us to schedule a tour, corporate event, wedding or for more information.

Phone: 832-679-6571

Email: info@butlerlonghornmuseum.org



Come Meet Our Local Superstar:

Miss John Wayne



Hotel Occupancy Tax Sponsorship Application

Applicant Name:

Event/Project Name:

Evaluation Criteria

| Criteria | Points Possible | Points Awarded | Notes |
|--|-----------------|----------------|-------|
| Tourism Impact (Does the event/project demonstrate potential to attract visitors to Kemah and generate overnight stays?) | 0–30 | | |
| Economic Benefit (Will the event/project create a positive economic impact for local businesses, restaurants, hotels, etc.?) | 0–25 | | |
| Marketing & Promotion Plan (Is there a clear plan to promote Kemah to tourists beyond the local community?) | 0–20 | | |
| Alignment with State HOT Guidelines (Is the request consistent with allowed uses of HOT funds under Texas law?) | 0–15 | | |
| Budget & Accountability (Is the budget clear, realistic, and supported by documentation? Is there a plan for post-event reporting?) | 0–10 | | |

Total Points: _____ / 100

Reviewer Comments:

| | |
|----------------------|--|
| Organization | Children of Fallen Soldiers Relief Fund |
| Sponsorship | Salute to Military and Firest Responders |
| Date(s) | 11/7-9/25 |
| Amount Requested | \$16,000 |
| Previously Sponsored | Yes - but not last year |
| Requested | N/A |
| Approved | N/A |

For Reviewer

Recommend approval?

Amount recommended?

Notes:



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

I. ORGANIZATION INFORMATION

Children of Fallen Soldiers Relief Fund, Inc. 7.30.25
Official Name of Organization Date of Submission
Mercedes Moore Mmoore2@coloradotech.edu
Contact Person Email
2836 Nasau St., Sarasota, Florida 34231 719-964-5106
Address Phone
www.cfsrf.org Children of Fallen Soldiers Relief Fund
Website Address Social Media (Facebook, Twitter, Instagram)

Is your organization: [X] Non-Profit [] Private/For Profit

Organizational Mission and Purpose:

Our organization provides college grants and financial assistance to surviving children and spouses of United States Military service members who lost their lives & have been injured during the Iraq and Afghanistan wars. This weekend event serves as both a meaningful tribute to honor the sacrifices made by members of the U.S. Armed Forces and their families, it also provides our families a fun and engaging way to share experiences.
The requested funding will cover travel expenses, gifts to their children and the costs of all their meals. Our organization Children of Fallen Soldiers Relief Fund, Inc. brings these families to Kemah to participate in the Salute to Military celebration as honored guests. Their presence transforms this community event into a deeply meaningful experience that allows residents to express their gratitude to families who have made the ultimate sacrifice. Your investment will position Kemah and the Kemah Boardwalk as a leader in supporting military families and demonstrate your shared commitment to honoring those who serve.
This 10+ year partnership creates immeasurable value through enhanced community pride, strengthened civilian-military relationships, and the opportunity to thank families whose loved ones gave their lives for our freedom.

The following required documents must be submitted with the application:

- Last fiscal year's financial statement (profit & loss statement) for your organization as a whole
• Your organization's budget for the current year
• Copy of 501-C3 Internal Revenue Service documentation letter, if applicable
• FEIN / Tax ID#: 20-4526203
• Schedule of activities or events relating to the proposed event/project
• Samples of advertising planned and/or marketing copies from the previous event



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

II. EVENT/PROJECT/PROGRAM INFORMATION

Children of Fallen Soldiers Relief Fund, Inc.
Host Organization

Salute to Military and Firest Responders
Event/Project/Program Name

Kemah Boardwalk
Primary Location of Event/Program

November 7-9, 2025
Date

11/7: 9am-9pm; 11/8: 8am-7pm; 11/9: 8am departure
Event Time(s) - Start & End

Thurs, Jan 8, 2025
Due Date for 60-day Post-Event Report

Total Amount of HOT Funds Requested: \$16,000.00

How many years have you held this Event or Project? 15

Expected Attendance: 100-120

Primary Purpose of Funded Event/Program/Activity/Facility:

Funds will be utilized to assist in paying for CFSRF families' transportation, food, and entertainment (discounted ride passes) while in Kemah

How many people attending the Event or Project will use Kemah Hotels? 100%

Do you reserve a room block for this event at an area hotel, and if so, for how many rooms and at which hotels?

50 rooms, either at the Courtyard or Days Inn

If no room block has been established, contact the following Kemah hotels to establish availability, room blocks, and room rates:

- 1. Boardwalk Inn: 8 Kemah Water Front, (281) 334-9880
2. Courtyard by Marriott: 805 Harris Ave, (281) 334-0003
3. Days Inn: 1413 SH 146, (281) 549-4118
4. Hotel Bliss: 1411 Hwy 146, (281) 538-0077
5. Scottish Inn: 601 Texas Ave, (281) 334-4855

An additional list of Kemah Bed and Breakfasts and Short-Term Rental properties is available at kemahtx.gov.



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

X I understand that in the Post-Event Report, hotel room nights must be confirmed in writing by the designated hotel representative above for the event to receive credit for those room nights.

If no room block is established, how will you measure your event's impact on area hotel activity?

[Empty box for measuring event's impact on area hotel activity]

List other years (over the last three years) that you have hosted your Event or Project with the amount of assistance given from Kemah HOT Funds, attendance, and the number of hotel rooms used.

| Month/Year Held | Assistance Amount | # of Hotel Rooms Used | Attendance # |
|-----------------|-------------------|-----------------------|--------------|
| 11.2023 | \$23,592 | 42 | 124 |
| 11.2022 | \$21,800 | 41 | 183 |
| 11.2021 | \$15,000 | 30 | 82 |

Methods used to determine attendance: (i.e., crowd estimates, ticket sales, registrations, sign-in sheet, etc.)

Hotel room check-ins and registration upon arrival

What percentage of your event/program attendees are estimated to be nonlocal visitors? 100 %

What percentage of your event/program attendees are local? 0 %

List any other organizations, government entities or sponsorship funding support for this event/project:

Legion Riders, the Kemah Boardwalk

How will HOT Funds be used if awarded?

Funds will be utilized to assist in paying for CFSRF families' transportation, food, and entertainment (discounted ride passes) while in Kemah



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

Will the event charge admission? No

Do you anticipate a net profit from the event? What is the anticipated amount if there is a net profit, and how will it be used?

No

List Event Sponsors/Co-Sponsors:

Legion Riders, Kemah Boardwalk

Total Event Budget: \$26,000.00

Percentage of Hotel Tax Support of Related Costs:

- 60% Percentage of total **event costs** covered by hotel occupancy tax
- Percentage of total **facility costs** covered by HOT for the Funded Event/Program/Activity
- Percentage of **staff costs** covered by HOT for the funded Event/Program/Activity

If staff costs are covered, estimate the percentage of time staff spend annually on the funded event(s) compared to other activities. %

III. ADVERTISING AND PROMOTIONAL ACTIVITIES

Discover Kemah encourages organizations to market, advertise and promote projects to audiences at least 60 miles from Kemah. Check all elements the proposed Marketing Plan includes that meet this:

| | |
|--|---|
| <input type="checkbox"/> Out of Home (OOH) advertising <input type="checkbox"/> Radio <input type="checkbox"/> TV commercials <input type="checkbox"/> Booths (events or shows) <input type="checkbox"/> Print ads <input type="checkbox"/> Newspaper coverage <input checked="" type="checkbox"/> Other print _____ | <input checked="" type="checkbox"/> Social media ads/boosts <input checked="" type="checkbox"/> Display ads (digital banner ads, etc.) <input type="checkbox"/> OTT (internet/streaming ads) <input type="checkbox"/> Digital/Comprehensive campaign <input type="checkbox"/> Direct mail <input type="checkbox"/> Mobile advertising (phones) <input type="checkbox"/> Paid search advertising (PPC) |
|--|---|

Summarize the proposed marketing, advertising and promotional campaign indicated above (include information about the target audience/locations, frequency of advertising, and other pertinent campaign information):



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

When will the campaign begin? September 2025

Does the Project have a website, social media page or tagging? If so, list below.

Social Media: Children of Fallen Soldiers Relief Fund, Inc.

Website: www.cfsrf.org

Tagging (i.e., #DiscoverKemah): #SalutetoMilitary

Will you submit press releases about the event? n/a

Who is responsible for writing and distributing press releases? Contact:

Phone: Email:

What geographic area does your advertising target?

The Salute to Military event is advertized and promoted by the Kemah Boardwalk

How many individuals located in another city or county will your proposed marketing reach?

[Empty box for marketing reach]

IV. CERTIFICATION

I have read the City of Kemah's Local Hotel Occupancy Tax (HOT) use guidelines and fully understand the local HOT funding application process and rules governing the proper use of hotel occupancy tax. Any funding awarded for the aforementioned event/project will be used to forward the efforts of the City of Kemah and Discover Kemah in directly enhancing and promoting tourism and the hotel industry by attracting visitors from outside the City of Kemah.

I certify the information contained herein and attached to this application is true and correct to the best of my knowledge. I hereby acknowledge that any funding received from the City of Kemah must be expended as I have represented in this application and according to any requirements set by the City of Kemah Council and the program guidelines. I agree that if funds are not expended accordingly, in the opinion of the City of Kemah, said funds will be returned to the City of Kemah within ten (10) days from the date the City of Kemah demands such.

I understand that submission of an application does not guarantee funding, in whole or in part.

Children of Fallen Soldiers Relief Fund, Inc.
Business/Organization Name

7/30/2025
Date

Mercedes Moore
Applicant's Signature

Mercedes Moore
Applicant's Printed Name



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

Attachment 1

| SAMPLE BUDGET | | | |
|--|------------------------------------|-------------------------|----------------------|
| Event or Program Name: | | | |
| *Denote expenses to be covered using Hotel Occupancy Tax | | | |
| | | <u>Projected</u> | <u>Actual</u> |
| <u>Income</u> | Event Fund Account Balance | \$ 75,000.00 | |
| Sponsorship | | | |
| | Tourism Office | \$ 3,000.00 | |
| | Bluebonnet Art Council | \$ 1,000.00 | |
| | A+ Junior College | \$ 250.00 | |
| | Registrations / Tickets | \$ 5,000.00 | |
| Donations | | | |
| | Silent Auction | \$ 750.00 | |
| | Total Income: | \$ 85,000.00 | |
| <u>Expenses</u> | | | |
| Direct Expenses | | | |
| Advertising | | | |
| | *Texas Events Calendar (Example) | \$ 2,000.00 | |
| | *AAA Southern Traveler (Example) | \$ 3,000.00 | |
| | *Email blast (Example) | \$ 500.00 | |
| | *Radio | \$ 10,000.00 | |
| Printing | | | |
| | Handouts | \$ 500.00 | |
| | Shirts | \$ 1,000.00 | |
| | Billboards | \$ 50,000.00 | |
| | Security | \$ 2,000.00 | |
| | Transportation | 3,000 | |
| | Speakers and Entertainment | 7,400 | |
| | Subtotal Direct Expenses: | \$ 79,400.00 | |
| Indirect Expenses | | | |
| General Overhead | | | |
| | Office Supplies | \$ 600.00 | |
| | Support Staff | \$ 5,000.00 | |
| | Subtotal Indirect Expenses: | \$ 5,600.00 | |
| | Total Expenses: | \$ 85,000.00 | |
| | Profit / (Loss): | \$ - | |
| | *Total HOT expenses | \$ 15,500.00 | |



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

Attachment 2

Marketing Plan Worksheet

This worksheet is intended to be used as a tool to organize the proposed marketing plan, which is a required supplement to all Sponsorship Funding applications.

Overall Project budget: _____

Total Marketing Expenses: n/a _____

Print Advertising

Briefly discuss print ad promotions planned to be placed in newspapers, magazines or on flyers.

The Salute to Military event is advertized and promoted by the Kemah Boardwalk; flyers, social media posts, digital ads

List the total number of subscribers for each print publication.

| | Name of Publication | Number of subscribers/recipients |
|------------|---------------------|----------------------------------|
| newspapers | _____ | _____ |
| | _____ | _____ |
| magazines: | _____ | _____ |
| | _____ | _____ |
| flyers | _____ | _____ |
| other: | _____ | _____ |



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

Digital Advertising

- When discussing digital marketing, be sure to include how visitation will be measured, or the key performance indicators (i.e. visitors to the website, app downloads, banner/ad clicks, impressions, etc.).
- Include the number of subscriptions for the print advertising. The media agency usually supplies this information.

Please briefly explain any social media promotions, blogs, special websites, or other digital promotions (such as e-newsletters, blasts) and the goals of each (i.e., total reach, Click-Thru- Rates, unique/new page visitors, length of page sessions, etc.)

Number of Digital Impressions: _____ Actions/Clicks: _____

Radio/TV

Briefly describe any radio or TV promotions and the goals or reach of each.

Other

Briefly describe any other promotions or marketing campaigns not mentioned above, such as highway billboards, fun promotions (such as giveaways), booths at other events, etc.



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

Overall (print + digital + radio/TV), estimate how many individuals the marketing plan may reach.

How many targeted individuals/families are at least 60 miles from Kemah? _____

Hotel Occupancy Tax Sponsorship Application

Applicant Name:

Event/Project Name:

Evaluation Criteria

| Criteria | Points Possible | Points Awarded | Notes |
|--|-----------------|----------------|-------|
| Tourism Impact (Does the event/project demonstrate potential to attract visitors to Kemah and generate overnight stays?) | 0–30 | | |
| Economic Benefit (Will the event/project create a positive economic impact for local businesses, restaurants, hotels, etc.?) | 0–25 | | |
| Marketing & Promotion Plan (Is there a clear plan to promote Kemah to tourists beyond the local community?) | 0–20 | | |
| Alignment with State HOT Guidelines (Is the request consistent with allowed uses of HOT funds under Texas law?) | 0–15 | | |
| Budget & Accountability (Is the budget clear, realistic, and supported by documentation? Is there a plan for post-event reporting?) | 0–10 | | |

Total Points: _____ / 100

Reviewer Comments:

| | |
|----------------------|-----------------------------------|
| Organization | Clear Lake Area Chamber |
| Sponsorship | 64th Annual Christmas Boat Parade |
| Date(s) | 12/13/2025 |
| Amount Requested | \$7,500 |
| Previously Sponsored | Yes |
| Requested | \$7,500 |
| Approved | \$7,500 |

For Reviewer

Recommend approval?
Amount recommended?

Notes:



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

I. ORGANIZATION INFORMATION

Clear Lake Area Chamber
Official Name of Organization

Sept. 2, 2025
Date of Submission

Shari Sweeney
Contact Person

shari@clearlakearea.com
Email

1201 NASA Pkwy. Houston 77058
Address

281-488-7674
Phone

www.clearlakearea.com
Website Address

clachamber(FB) clacctx(X, Insta, Youtube)
Social Media (Facebook, Twitter, Instagram)

Is your organization: Non-Profit

Private/For Profit

Organizational Mission and Purpose:

Champions for business success and
Quality of life in our community

The following required documents must be submitted with the application:

- Last fiscal year's financial statement (profit & loss statement) for your organization as a whole
- Your organization's budget for the current year
- Copy of 501-C3 Internal Revenue Service documentation letter, if applicable
- FEIN / Tax ID#: 174 147 3007
- Schedule of activities or events relating to the proposed event/project
- Samples of advertising planned and/or marketing copies from the previous event



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

II. EVENT/PROJECT/PROGRAM INFORMATION

Clear Lake Area Chamber
Host Organization

64th Annual Christmas Boat Lane Parade on Clear Lake
Event/Project/Program Name

Clear Lake, Kemah Boardwalk, SST/Resort
Primary Location of Event/Program

December 13, 2025
Date

6:00 - 9:00 PM
Event Time(s) - Start & End

February 11, 2026
Due Date for 60-day Post-Event Report

Total Amount of HOT Funds Requested: \$7,500.00

How many years have you held this Event or Project? 64 years

Expected Attendance: 100,000 (all around the lake and online)

Primary Purpose of Funded Event/Program/Activity/Facility:

To kickoff the holiday season and promote tourism and the marine industry.

How many people attending the Event or Project will use Kemah Hotels? Boardwalk Inn is full

Do you reserve a room block for this event at an area hotel, and if so, for how many rooms and at which hotels?

NO. TOO many hotels in area cities to block rooms. ~~Reservations~~ Promotions for all hotels in sponsoring cities.

If no room block has been established, contact the following Kemah hotels to establish availability, room blocks, and room rates:

1. Boardwalk Inn: 8 Kemah Water Front, (281) 334-9880
2. Courtyard by Marriott: 805 Harris Ave, (281) 334-0003
3. Days Inn: 1413 SH 146, (281) 549-4118
4. Hotel Bliss: 1411 Hwy 146, (281) 538-0077
5. Scottish Inn: 601 Texas Ave, (281) 334-4855

An additional list of Kemah Bed and Breakfasts and Short-Term Rental properties is available at kemahtx.gov.



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

_____ I understand that in the Post-Event Report, hotel room nights must be confirmed in writing by the designated hotel representative above for the event to receive credit for those room nights.

If no room block is established, how will you measure your event's impact on area hotel activity?

Confirmation for the Boardwalk Inn being at capacity will happen prior to post report delivery.

List other years (over the last three years) that you have hosted your Event or Project with the amount of assistance given from Kemah HOT Funds, attendance, and the number of hotel rooms used.

| Month/Year Held | Assistance Amount | # of Hotel Rooms Used | Attendance # |
|-----------------|-------------------|-----------------------|----------------------|
| 12/2024 | \$ 7,500 | Boardwalk Inn Full | Kemah Boardwalk Full |
| 12/2023 | \$ 7,500 | Boardwalk Inn Full | Kemah Boardwalk Full |
| 12/2022 | \$ 7,500 | Boardwalk Inn Full | Kemah Boardwalk Full |

Methods used to determine attendance: (i.e., crowd estimates, ticket sales, registrations, sign-in sheet, etc.)

Kemah Boardwalk sales, parking, traffic, hotel and boater registrations

What percentage of your event/program attendees are estimated to be nonlocal visitors? _____%

What percentage of your event/program attendees are local? 80 %

List any other organizations, government entities or sponsorship funding support for this event/project:

Some of the area cities sponsor including Nassau Bay, Seabrook, Clear Lake Shores, and Webster

How will HOT Funds be used if awarded?

Support marketing to encourage overnight guests in sponsoring cities, merchandise.



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

Will the event charge admission? only for boaters to participate

Do you anticipate a net profit from the event? What is the anticipated amount if there is a net profit, and how will it be used?

Net profit used for Chamber budget to continue advocating for our community local, state and Federal

List Event Sponsors/Co-Sponsors:

No major sponsors confirmed yet. Last year it was Kemah, Nassa Bay, Webster, Clear Lake Shores and Seabrook

Total Event Budget: not determined yet

Percentage of Hotel Tax Support of Related Costs:

- _____ Percentage of total **event costs** covered by hotel occupancy tax
- _____ Percentage of total **facility costs** covered by HOT for the Funded Event/Program/Activity
- _____ Percentage of **staff costs** covered by HOT for the funded Event/Program/Activity

If staff costs are covered, estimate the percentage of time staff spend annually on the funded event(s) compared to other activities. _____ %

III. ADVERTISING AND PROMOTIONAL ACTIVITIES

Discover Kemah encourages organizations to market, advertise and promote projects to audiences at least 60 miles from Kemah. Check all elements the proposed Marketing Plan includes that meet this:

| | |
|---|---|
| <ul style="list-style-type: none"> <input type="checkbox"/> Out of Home (OOH) advertising <input type="checkbox"/> Radio <input type="checkbox"/> TV commercials <input type="checkbox"/> Booths (events or shows) <input type="checkbox"/> Print ads <input type="checkbox"/> Newspaper coverage <input type="checkbox"/> Other print _____ | <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Social media ads/boosts <input checked="" type="checkbox"/> Display ads (digital banner ads, etc.) <input type="checkbox"/> OTT (internet/streaming ads) <input type="checkbox"/> Digital/Comprehensive campaign <input type="checkbox"/> Direct mail <input type="checkbox"/> Mobile advertising (phones) <input type="checkbox"/> Paid search advertising (PPC) |
|---|---|

Summarize the proposed marketing, advertising and promotional campaign indicated above (include information about the target audience/locations, frequency of advertising, and other pertinent campaign information):

See attached



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

When will the campaign begin? Currently

Does the Project have a website, social media page or tagging? If so, list below.

Social Media: clacctx

Website: www.clearlakearea.com/christmas-boat-parade/

Tagging (i.e., #DiscoverKemah): #christmasboatparade2025

Will you submit press releases about the event? yes

Who is responsible for writing and distributing press releases? Contact: Shari Sweeney

Phone: 281-488-7676 Email: shari@clearlakearea.com

What geographic area does your advertising target?

-greater Bay Area Houston region
-facebook 70 miles plus away including Dallas/
FtWorth, Austin, San Antonio, Corpus area, Lake Charles

How many individuals located in another city or county will your proposed marketing reach?

[Empty box for marketing reach data]

IV. CERTIFICATION

I have read the City of Kemah's Local Hotel Occupancy Tax (HOT) use guidelines and fully understand the local HOT funding application process and rules governing the proper use of hotel occupancy tax. Any funding awarded for the aforementioned event/project will be used to forward the efforts of the City of Kemah and Discover Kemah in directly enhancing and promoting tourism and the hotel industry by attracting visitors from outside the City of Kemah.

I certify the information contained herein and attached to this application is true and correct to the best of my knowledge. I hereby acknowledge that any funding received from the City of Kemah must be expended as I have represented in this application and according to any requirements set by the City of Kemah Council and the program guidelines. I agree that if funds are not expended accordingly, in the opinion of the City of Kemah, said funds will be returned to the City of Kemah within ten (10) days from the date the City of Kemah demands such.

I understand that submission of an application does not guarantee funding, in whole or in part.

Clear Lake Area Chamber of Commerce
Business/Organization Name

Shari Sweeney
Applicant's Signature

Sept. 2, 2025
Date

Shari Sweeney
Applicant's Printed Name

Christmas Boat Lane Parade on Clear Lake
A project of the Clear Lake Area Chamber of Commerce

2025 project budget –

Goal Net Budget

-The Clear Lake Area Chamber of Commerce new year begins on October 1, 2025. The projected budget for the Christmas Boat Lane Parade will not be approved until the mid-October 2025 Board of Directors meeting.

2023-2024 financial statement

Clear Lake Area Chamber of Commerce
 Balance Sheet
 September 30, 2024
 Preliminary

ASSETS

CURRENT ASSETS

| | | | |
|---|----|---------|----------------|
| Cash | | \$ | 333,516 |
| Prosperity OP& ACH | \$ | 264,483 | |
| Home Bank Op Account | | 69,033 | |
| Certificate of Deposit & Money Market Accounts | | | 255,409 |
| Amoco CD Accounts | | 146,947 | |
| ACU of Texas CD Accounts | | 108,462 | |
| Prepaid Expenses for Special Projects/Division Activities | | | 16,144 |
| Prepaid Insurance | | | 10,161 |
| Prepaid Expense | | | 1,707 |
| Prepaid Training | | | 1,527 |
| Accounts Receivable | | | 13,281 |
| Total Current Assets | | \$ | 631,745 |

PROPERTY AND EQUIPMENT

| | | | |
|-------------------------------------|--|----|-----------------------|
| Land | | | 23,996 |
| Building | | | 479,107 |
| Furniture and Equipment | | | 49,652 |
| Less Accumulated Depreciation | | | (316,573) |
| Total Property and Equipment | | | 236,182 |
| Total Assets | | \$ | <u>867,927</u> |

LIABILITIES AND CAPITAL

CURRENT LIABILITIES

| | | | |
|----------------------------------|--|--|----------------|
| Trust Credit Card | | | 4,255 |
| Accounts Payable | | | 470 |
| Current Portion - EIDL Loan | | | 3,708 |
| Interest Payable - EIDL Loan | | | 176 |
| Payroll Liabilities | | | 1,147 |
| Unclaimed Property-State | | | 100 |
| Deferred Revenue | | | 183,704 |
| Total Current Liabilities | | | 193,560 |

LONG TERM LIABILITIES

| | | | |
|------------------------------------|--|----|----------------|
| N/P SBA EIDL Loan | | | 142,081 |
| Total Long Term Liabilities | | | 142,081 |
| Total Liabilities | | \$ | 335,641 |

FUND BALANCE

| | | | |
|---|--|----|-----------------------|
| Unrestricted - Beginning of Year | | | 555,945 |
| Net Income | | | (23,659) |
| Total Fund Balance | | | 532,286 |
| Total Liabilities & Fund Balance | | \$ | <u>867,927</u> |

Footnote to Financial Statement

\$200,000.00 Unsecured Line of Credit
 Home Bank - 8.5% variable Interest - Line Of Credit Matures 04/23/27
 Balance at September 30, 2024 -0-

Clear Lake Area Chamber of Commerce
Income Statement-Preliminary
For The Twelve Months Ending September 30, 2024 *year ending*

| | Current Month Actual | Current Month Budget | Year to Date Actual | Year To Date Budget | 2023-2024 Budget |
|--|-------------------------|-------------------------|------------------------|------------------------|---------------------|
| Revenues | | | | | |
| Membership Renewals | \$ 29,449 | \$ 29,000 | \$ 263,913 | \$ 320,000 | \$ 320,000 |
| New Member Income | 6,539 | 5,500 | 55,686 | 74,000 | 74,000 |
| New Member Fee Income | 275 | 240 | 2,400 | 3,000 | 3,000 |
| Building Fund Revenue | 1,789 | 1,000 | 10,329 | 10,000 | 10,000 |
| Publicatons | 1,681 | 14,000 | 10,606 | 19,000 | 19,000 |
| Special Projects / Division Activities | 12,741 | 12,000 | 457,524 | 490,000 | 490,000 |
| Interest | 973 | 915 | 11,623 | 11,000 | 11,000 |
| Rent | 1,099 | 1,071 | 13,188 | 13,000 | 13,000 |
| Insurance Claims | - | - | 10,000 | - | - |
| Audit Adjustment | 5,825 | - | 10,414 | - | - |
| Other | 159 | - | 5,305 | - | - |
| TOTAL REVENUE | 60,530 | 63,726 | 850,988 | 940,000 | 940,000 |
| Personnel Expenses | | | | | |
| Salaries/Bonuses & Processing Fees | 32,118 | 34,400 | 405,621 | 420,000 | 420,000 |
| Payroll Taxes | 2,457 | 3,017 | 35,262 | 36,200 | 36,200 |
| Insurance-Group & Wk Comp | 2,118 | 1,682 | 23,316 | 20,000 | 20,000 |
| 401K Company Match & Expenses | 3,164 | 3,560 | 40,025 | 42,000 | 42,000 |
| Employee Identity Protection | 110 | 60 | 832 | 600 | 600 |
| Training | - | - | 2,870 | 5,000 | 5,000 |
| TOTAL PERSONNEL EXPENSES | 39,967 | 42,719 | 507,926 | 523,800 | 523,800 |
| Operating and Administrative Exp. | | | | | |
| Audit / Accounting | - | 4,500 | 16,615 | 20,000 | 20,000 |
| Bank Charges & Credit Card Fees | 1,842 | 1,250 | 14,992 | 15,000 | 15,000 |
| Building & Equip Maintenance | 8,434 | 837 | 14,751 | 10,000 | 10,000 |
| Computer Licenses/Software | 2,427 | 1,250 | 12,411 | 15,000 | 15,000 |
| Dues to Agencies & Organizations | 134 | 625 | 4,817 | 7,500 | 7,500 |
| Equipment Rental | 938 | 563 | 9,043 | 6,800 | 6,800 |
| Insurance | 2,005 | 2,087 | 23,974 | 25,000 | 25,000 |
| IT Services | 655 | 1,000 | 8,395 | 12,000 | 12,000 |
| Janitorial | 400 | 540 | 9,250 | 6,500 | 6,500 |
| Loan Interest & EIDL Interest | 352 | 713 | 4,117 | 8,600 | 8,600 |
| Member's Expense | - | - | 520 | - | - |
| Office Supplies & Expenses | 290 | 1,000 | 4,949 | 12,000 | 12,000 |
| Postage | - | 163 | 1,890 | 2,000 | 2,000 |
| Printing | - | 63 | - | 800 | 800 |
| Property Taxes | - | - | 88 | - | - |
| Sales Tax | - | 132 | - | 200 | 200 |
| Utilities | 1,663 | 1,417 | 17,173 | 17,000 | 17,000 |
| TOTAL OPERATING & ADMIN EXP | 19,140 | 16,140 | 142,985 | 158,400 | 158,400 |
| General Chamber Activities | | | | | |
| Awards and Plaques | 2,904 | 2,730 | 3,268 | 3,000 | 3,000 |
| New Member | - | - | 146 | - | - |
| Public Relations | (30) | 349 | 3,602 | 5,000 | 5,000 |
| Special Projects / Division Activities | 5,343 | 6,800 | 175,645 | 210,000 | 210,000 |
| Travel | 4 | 1,500 | 5,537 | 7,000 | 7,000 |
| TOTAL GENERAL ACTIVITIES | 8,221 | 11,379 | 188,198 | 225,000 | 225,000 |
| TOTAL EXPENSES | 67,328 | 70,238 | 839,109 | 907,200 | 907,200 |
| EXCESS (DEFICIENCY) BEFORE DEPR | (6,798) | (6,512) | 11,879 | 32,800 | 32,800 |
| Depreclation | (2,953) | (2,115) | (35,538) | (25,380) | (25,380) |
| NET INCOME | \$ (9,751) | \$ (8,627) | \$ (23,659) | \$ 7,420 | \$ 7,420 |

2024-2025 Budget

Clear Lake Area Chamber of Commerce
Income Statement
For One Month Ending October 31, 2024

| | Current Month Actual | Current Month Budget | Year to Date Actual | Year To Date Budget | 2024-2025 Budget |
|--|-------------------------|-------------------------|------------------------|------------------------|---------------------|
| Revenues | | | | | |
| Membership Renewals | \$ 26,619 | \$ 25,000 | \$ 26,619 | \$ 25,000 | \$ 285,000 |
| New Member Income | 4,839 | 4,000 | 4,839 | 4,000 | 60,000 |
| New Member Fee Income | 250 | 250 | 250 | 250 | 2,500 |
| Building Fund Revenue | 954 | 850 | 954 | 850 | 10,000 |
| Publications | 100 | 100 | 100 | 100 | 14,150 |
| Special Projects / Division Activities | 77,967 | 80,000 | 77,967 | 80,000 | 483,000 |
| Interest | 1,010 | 975 | 1,010 | 975 | 11,650 |
| Rent | 1,099 | 1,099 | 1,099 | 1,099 | 13,000 |
| Insurance Claims | - | - | - | - | - |
| Audit Adjustment | - | - | - | - | - |
| Other | 101 | 100 | 101 | 100 | 700 |
| TOTAL REVENUE | 112,939 | 112,374 | 112,939 | 112,374 | 880,000 |
| Personnel Expenses | | | | | |
| Salaries/Bonuses & Processing Fees | 34,164 | 34,200 | 34,164 | 34,200 | 416,200 |
| Payroll Taxes | 2,613 | 2,700 | 2,613 | 2,700 | 38,500 |
| Insurance-Group & Wk Comp | 2,118 | 2,150 | 2,118 | 2,150 | 23,000 |
| 401K Company Match & Expenses | 3,849 | 3,900 | 3,849 | 3,900 | 42,000 |
| Employee Identity Protection | - | 50 | - | 50 | 600 |
| Training | 1,527 | 1,525 | 1,527 | 1,525 | 3,500 |
| TOTAL PERSONNEL EXPENSES | 44,271 | 44,525 | 44,271 | 44,525 | 523,800 |
| Operating and Administrative Exp. | | | | | |
| Audit / Accounting | - | - | - | - | 12,000 |
| Bank Charges & Credit Card Fees | 1,378 | 1,100 | 1,378 | 1,100 | 13,000 |
| Building & Equip Maintenance | - | - | - | - | 10,000 |
| Computer Licenses/Software | 713 | 900 | 713 | 900 | 11,000 |
| Dues to Agencies & Organizations | 17 | 20 | 17 | 20 | 4,500 |
| Equipment Rental | 408 | 725 | 408 | 725 | 8,700 |
| Insurance | 2,005 | 2,100 | 2,005 | 2,100 | 26,000 |
| IT Services | 810 | 670 | 810 | 670 | 8,000 |
| Janitorial | 400 | 540 | 400 | 540 | 6,500 |
| Loan Interest & EIDL Interest | 318 | 325 | 318 | 325 | 3,900 |
| Member's Expense | - | - | - | - | 600 |
| Office Supplies & Expenses | 1,220 | 500 | 1,220 | 500 | 6,000 |
| Postage | 219 | 250 | 219 | 250 | 1,800 |
| Printing | - | - | - | - | - |
| Property Taxes | - | - | - | - | - |
| Sales Tax | - | - | - | - | - |
| Utilities | 1,593 | 1,600 | 1,593 | 1,600 | 19,200 |
| TOTAL OPERATING & ADMIN EXP | 9,081 | 8,730 | 9,081 | 8,730 | 131,200 |
| General Chamber Activities | | | | | |
| Awards and Plaques | - | - | - | - | 3,000 |
| New Member | 29 | 30 | 29 | 30 | 150 |
| Public Relations | 1,322 | 1,350 | 1,322 | 1,350 | 4,000 |
| Special Projects / Division Activities | 34,525 | 36,000 | 34,525 | 36,000 | 180,000 |
| Travel | - | - | - | - | 16,200 |
| TOTAL GENERAL ACTIVITIES | 35,876 | 37,380 | 35,876 | 37,380 | 203,350 |
| TOTAL EXPENSES | 89,228 | 90,635 | 89,228 | 90,635 | 858,350 |
| EXCESS (DEFICIENCY) BEFORE DEPR | 23,711 | 21,739 | 23,711 | 21,739 | 21,650 |
| Depreciation | (2,953) | (2,953) | (2,953) | (2,953) | (38,000) |
| NET INCOME | \$ 20,758 | \$ 18,786 | \$ 20,758 | \$ 18,786 | \$ (16,350) |

PROFIT & LOSS SUMMARY

Christmas Boat Lane Parade on Clear Lake
A project of the Clear Lake Area Chamber of Commerce

2024 project budget –

| | |
|------------------------|--------------------|
| Goal Net Budget | \$24,000.00 |
| Net Revenue | \$23,258.00 |

Revenue collected from:

| | |
|---|-------------|
| Major Sponsors | \$27,500.00 |
| Individual Award Sponsors | \$6,400.00 |
| Participants/Merchandise Sales/Brunch Tickets | \$7,586.00 |

| | |
|---------------|-------------|
| Total Revenue | \$42,337.00 |
|---------------|-------------|

Expenses:

| | |
|--|-------------|
| Promotions (social/print/web) + in kind | \$97.00 |
| Supplies | \$363.00 |
| Merchandise | \$2,004.00 |
| Merchandise taxes | 160.89 |
| South Shore Harbour Resort Skippers Meeting/Awards Brunch | \$12,684.00 |
| Awards | \$2,660.00 |
| Photographer | \$1,000.00 |
| Other | \$110.11 |

| | |
|----------------|-------------|
| Total Expenses | \$19,079.00 |
|----------------|-------------|

2025 Christmas Boat Lane Parade

Advertising/Marketing Plan

To bring in visitors and locals the annual Christmas Boat Lane Parade uses promotions through:

- Social Media:
 - Facebook Advertising (70+ miles away from local area)
 - YouTube
 - Twitter
 - Instagram

- Web Media:
 - www.clearlakearea.com
 - Parade coverage on i45NOW (pre-event/live from Kemah Boardwalk during/post awards brunch)
 - Other media Outlets as confirmed

- Clear Lake Connections Podcast

- Merchandise:
 - T-shirts
 - Skipper's Bags
 - Souvenir Plates
 - Awards

PRODUCED BY THE CLEAR LAKE AREA CHAMBER OF COMMERCE

64TH ANNUAL CHRISTMAS BOAT LANE PARADE ON CLEAR LAKE

PARADE SATURDAY, **DECEMBER 13**, 2025

AWARDS BRUNCH SUNDAY, DECEMBER 14, 2025

SPONSORSHIP LEVELS

Sponsorship Investments (all items have varied print deadlines)

Standard sponsorship items for \$1,000 and up:

- Two parade shirts, one skipper's bag and one commemorative plate;
- Listing on www.clearlakearea.com, brunch program and skipper's bag;
- Awards Brunch tickets for two guests with reserve seating;
- Recognition at Skipper's meeting and Awards Brunch

TITLE SPONSOR | \$10,000



- Title sponsor recognition on event marketing (print, social media, chamber members, etc...)
- Title sponsor recognition on www.clearlakearea.com home page parade banner.
- Link and 50 words on Boat Parade page on www.clearlakearea.com.
- Title sponsor recognition on official parade skipper's bags.
- Title sponsor recognition on official parade shirts.
- Opportunity to send two representatives to ride on Lead boat.
- 2 vehicle passes and invitation for six representatives to view the parade from the judge's party.
- Opportunity to welcome the boaters at the Skipper's meeting at South Shore Harbour Resort.
- Opportunity to place a banner and have an exhibitor's table at the Skipper's Meeting.
- Front table for eight guests at Awards Brunch at South Shore Harbour Resort.
- Title sponsor plaque presented at Awards Brunch.
- Presentation of a top award given to a parade winner at the Awards Brunch (we provide this award).
- FOR CITY SPONSORS: Opportunity to present your own City Award (you provide award).
- Opportunity to place a banner and have an exhibitor's table at the Awards Brunch.
- Eight official parade shirts.
- Four Skipper's bags.
- Advertisement in next New Teachers' Luncheon program for Clear Creek ISD in July attended by 600+.
- Two full page advertisements in the "On the Horizons" email blast to Chamber members. (2,200+, you choose the months)



PRESENTING SPONSOR | \$7,500



- Presenting sponsor recognition on event marketing (print, social media, chamber members, etc...)
- Listing on Annual Christmas Boat Lane Parade Shirts (if confirmed by October 31st).
- Opportunity to welcome the boaters at the Skipper's meeting and place a banner.
- Front table for eight guests at the Awards Brunch and opportunity to place a banner.
- Presentation of one of the top awards given to a parade winner at the Awards Brunch (we provide award).
- FOR CITY SPONSORS: Opportunity to present your own City Award (you provide award).
- One vehicle pass for four representatives to view parade from judge's party.
- Link and 30 words on Boat Parade page on www.clearlakearea.com.
- Eight official parade shirts.
- Four Skipper's bags.
- Full page advertisement in the "On the Horizons" email blast to Chamber members. (2,200+, you choose the month)

GOLD ANCHOR Sponsor - \$5,000 (standard items+)

- Listing in some marketing.
- Four official parade shirts and two Skipper's bags.
- Opportunity to place a banner at the Skipper's meeting and at the Awards Brunch.
- Link and 30 words on Boat Parade page on www.clearlakearea.com.
- Front table for four guests at the Awards Brunch.
- Presentation of one of the top awards given to a parade winner at the Awards Brunch (we provide award).
- FOR CITY SPONSORS: opportunity to present your own City Award (you provide award).
- One vehicle pass for four representatives to view parade from judge's party.

SILVER ANCHOR SPONSOR - \$3,000 (standard items+)

- Listing in some marketing.
- Link on Boat Parade page on www.clearlakearea.com
- FOR CITY SPONSORS: opportunity to present your own City Award (you provide award).
- Four brunch tickets with reserved seating.
- One vehicle pass for two representatives to view parade from judge's party.

BRONZE ANCHOR SPONSOR - \$2,000 (standard items+)

- Listing in some marketing.
- FOR CITY SPONSORS: opportunity to present your own City Award (you provide award).
- Four brunch tickets with reserved seating.
- One vehicle pass for two representatives to view parade from judge's party.

ANCHOR LINE SPONSOR - \$1,000 (standard items)

INDIVIDUAL BOATER AWARDS - \$375, \$275 & \$175: First Place, Second Place & Third Place:

Awards Brunch tickets for two guests; Listing on Boat Parade page on www.clearlakearea.com;
Name recognition in Awards Brunch program; Name engraved on sponsored award for winning Captain;
Opportunity to present sponsored award to winner at the brunch.



2024 Christmas Boat Lane Parade

Highest Parade Award given to a boat presented by Kemah



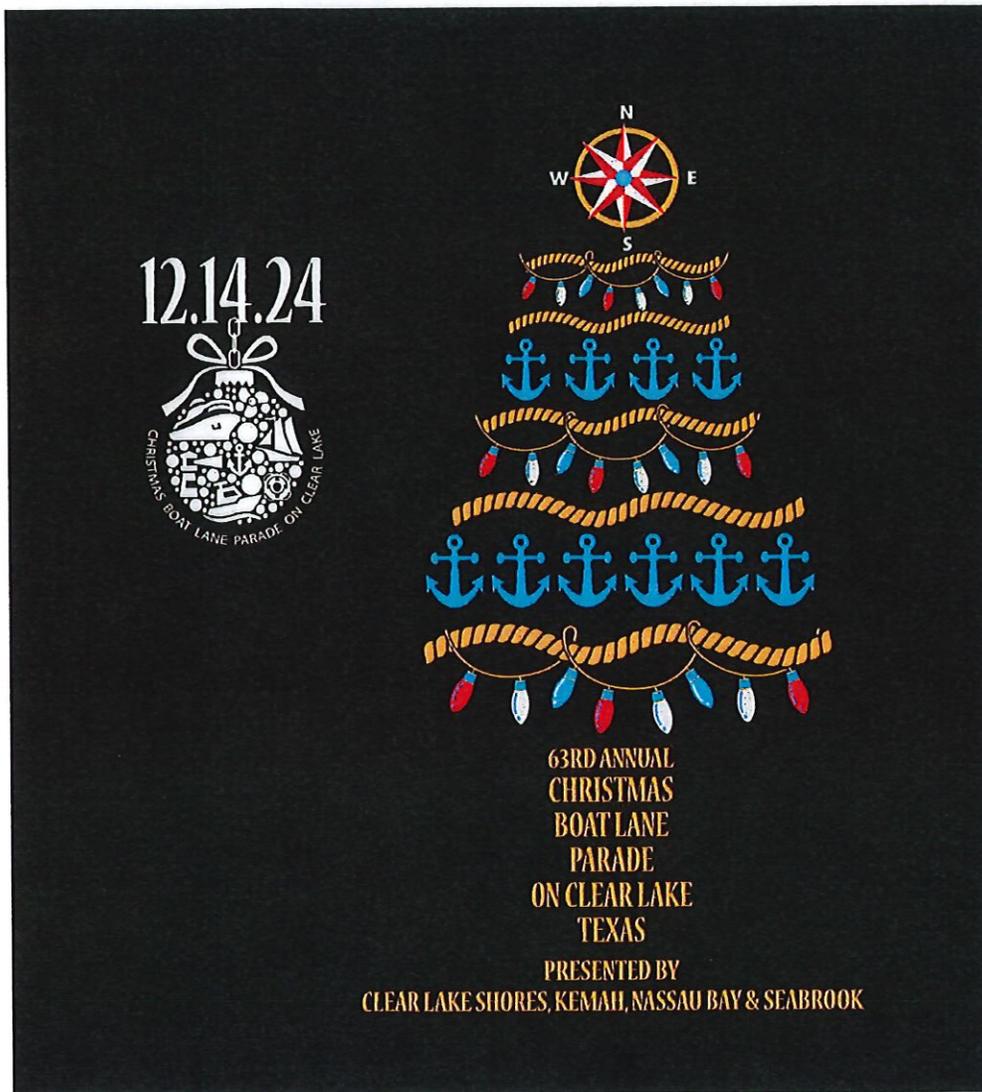
City of Kemah Spirit Award



Presenting sponsor award



SOUVINEER PLATE



shirt front



shirt back



63RD ANNUAL

CHRISTMAS BOAT LANE PARADE ON CLEAR LAKE

SATURDAY

12.14.24

6PM

PARADE STARTS IN
NASSAU BAY LAGOON
WITH FIREWORKS

7:30PM

LOOK FOR PARADE ARRIVAL
IN KEMAH/SEABROOK/
CLEAR LAKE SHORES

SPONSORS

PRESENTERS

CLEAR LAKE SHORES
KEMAH
NASSAU BAY
SEABROOK
WEBSTER

SILVER ANCHOR

HOMETOWN BANK
KEMAH BOARDWALK
LZ TECHNOLOGY INC.

BRONZE ANCHOR

SOUTH SHORE HARBOUR RESORT

ANCHOR LINE

DUCKWORTH INSURANCE AGENCY
ENCHANTED ROCK
AULDS MEDIA i45NOW
SEABROOK MARINA INC.
TEXAS NAVY-
SAM HOUSTON SQUADRON



**CLICK THE QR CODE OR GO TO
WWW.CLEARLAKEAREA.COM
TO FOLLOW THE PARADE
ROUTE LIVE, REGISTER YOUR
BOAT, MEET THE SPONSORS,
SEE THE AWARDS BRUNCH
SUNDAY MORNING, & MUCH
MORE...**



**CLEAR LAKE AREA CHAMBER OF COMMERCE
281.488.7676 | 1201 E. NASA PKWY., HOUSTON**

63RD ANNUAL CHRISTMAS BOAT LANE PARADE



Presenting Sponsors



Silver Sponsors



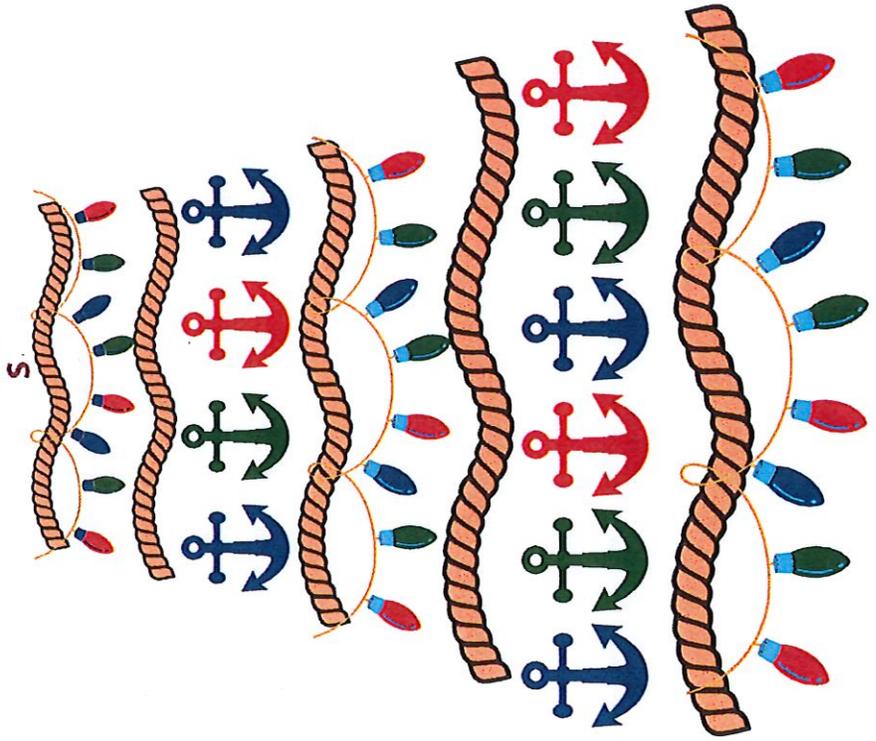
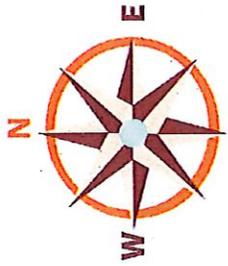
Bronze Sponsor



SOUTH SHORE HARBOUR
resort & conference center

Skipper's Bag

63RD ANNUAL
**CHRISTMAS BOAT LANE
PARADE** ON CLEAR LAKE, TEXAS
12.14.24



SPONSORS
PRESENTERS
CLEAR LAKE SHORES
KEMAH
NASSAU BAY
SEABROOK
WEBSTER

SILVER ANCHOR
HOMETOWN BANK
KEMAH BOARDWALK
LZ TECHNOLOGY INC.

BRONZE ANCHOR
SOUTH SHORE HARBOUR RESORT

ANCHOR LINE
DUCKWORTH INSURANCE AGENCY
ENCHANTED ROCK
i45NOW
SEABROOK MARINA INC.
TEXAS NAVY-
SAM HOUSTON SQUADRON

Brunch Program

Thank you to all of the area first responders for keeping us safe...

- Nassau Bay
- Clear Lake Shores
- Houston
- Kemah
- League City
- Seabrook
- Webster
- Galveston County Sheriff's Office
- Harris County Sheriff's Office
- Texas Parks & Wildlife
- and the U.S. Coast Guard

Skipper's Bag Donors
(As of 12/10)

- Ally Medical
- Aspire Medical and Wellness, PLLC
- Assistance League of the Bay Area
- Black Diamond Real Estate Group
- Blackburn Marine
- Case Files with Kat & Ashley
- Christmas Boat Parade Committee
- Crown Trophy
- David A. Ortiz Foundation
- Duckworth Insurance Agency
- Fairwinds Marine Service
- Fantastic Sams Cut & Color
- Grease Monkey
- H-E-B
- HomeTown Bank
- Houston Methodist Clear Lake Hospital
- Knights Plumbing
- Lake Haven Apartment Homes
- Moody Neurorehabilitation Institute
- My Famous Daiq's & Dogs
- NextCare Urgent Care
- PostNet of League City
- Precinct2gether, Inc.
- Provident Oak Financial
- RapidWristBands.com
- Sailing Angels Foundation
- Sea Lark Chiropractic
- Temperature Solutions
- Texas Roadhouse Friendswood
- The Alliance for Youth & Families
- The Boldthouse
- The Kippford at Kemah Crossing
- The Learning Experience - Space Center
- TowBoatUS Clear Lake
- Watersedge Apartments
- Yatchy Gras Foundation

Photos...

to view parade photos scan this QR Code...



63RD ANNUAL CHRISTMAS BOAT LANE PARADE ON CLEAR LAKE, TEXAS



**PRESENTED BY
CLEAR LAKE SHORES, KEMAH, NASSAU BAY,
SEABROOK & WEBSTER**

Awards Brunch

Sunday, December 15, 2024
9:30 AM
South Shore Harbour Resort

A project of the Clear Lake Area Chamber of Commerce
www.clearlakearea.com

Awards Program

Clear Lake Area Chamber of Commerce Special Introductions

Chairman of the Board Jacob Bigger, Kemah Boardwalk
 President & CEO Cindy DeWease
 Parade Chairman Jim Christiansen, Flying Mermaid Ranch & Orchard
 Business Promotions Div. Chair Deann Duckworth, Duckworth Insurance
 Marine Industry Liaison Patrick McAndrew, True North Marine

Tommy Tipton Memorial Old Salt Awards

Skippers who have been in the parade the longest are recognized

Awards Presentations

Sponsor Presentations

PRESENTING

City of Clear Lake Shores
 City of Kemah
 City of Nassau Bay
 City of Seabrook
 City of Webster

SILVER ANCHOR

HomeTown Bank
 Kemah Boardwalk
 LZ Technology Inc.

BRONZE ANCHOR

South Shore Harbour Resort

ANCHOR LINE

Duckworth Insurance Agency
 Enchanted Rock
 Aulds Media NOW/145NOW
 Seabrook Marina, Inc.
 Texas Navy Sam Houston Squadron

CONTRIBUTOR

Photos by Eddie Harper.com

Individual Awards Sponsors

| | |
|--|---------------------------------------|
| Aspire Medical and Wellness, PLLC | MarineMax |
| Black Diamond Real Estate Group | Old Glory Construction |
| Blackburn Marine | Opus Bistro |
| C Cushions | Opus Ocean Grille |
| Crew of Miss Nene, Bryan & Rhonda Farmer | Peterson CPA Firm |
| Duckworth Insurance Agency | Scott Crowhurst, Realtor - JLA Realty |
| Esteban's Cafe & Cantina | Sea Lark Chiropractic |
| Gary & Kathy Wilson Memorial Award | Sea Tow Galveston Bay |
| Houston Methodist Clear Lake Hospital | Seabrook Marina & Shipyard |
| JTB Demolition Services | Soaring Eagle Ranch |
| Kemah Living Magazine | Spectrum/Stellis Hospice |
| Knight's Plumbing | The Leaf & Ash Podcast |
| Little Yacht Sales | TowBoatUS Clear Lake |
| Lone Star Fence & Construction | |



Parade Committee

Parade Chairman Jim Christiansen, Flying Mermaid Ranch and Orchard
 Business Promotions Div. Chairman Deann Duckworth, Duckworth Insurance
 Marine Industry Liaison Patrick McAndrew, True North Marine

Jeff Allen, League City Fire Chief

TJ Aulds, Aulds Media NOW/145 NOW

Dr. Venessa Bartholomew, Sea Lark Chiropractic

Holly & Pip Bauerlein, TowboatUS Clear Lake

Chuck & Rick Brady, Soaring Eagle Ranch

Kim Christiansen, David A. Ortiz Foundation

Sandy Christiansen, Flying Mermaid Ranch and Orchard

Kat Clemons, Bay Area Turning Point/Case Files with Kat & Ashley

Kelly Donnell, True North Marine

Ashley Helms, PowerTech Services/Get Social/Case Files with Kat & Ashley

Patti Jett, City of Kemah

Suzy Kerr, LZ Technology

Fran Mackie, Sailing Angels

Yvonne Small, Holiday Inn Webster

Sloan Sweeney, City of Houston - District E, Councilmember Fred Fickinger

Abby West, Shriners Children's Texas

Hotel Occupancy Tax Sponsorship Application

Applicant Name:

Event/Project Name:

Evaluation Criteria

| Criteria | Points Possible | Points Awarded | Notes |
|--|-----------------|----------------|-------|
| Tourism Impact (Does the event/project demonstrate potential to attract visitors to Kemah and generate overnight stays?) | 0–30 | | |
| Economic Benefit (Will the event/project create a positive economic impact for local businesses, restaurants, hotels, etc.?) | 0–25 | | |
| Marketing & Promotion Plan (Is there a clear plan to promote Kemah to tourists beyond the local community?) | 0–20 | | |
| Alignment with State HOT Guidelines (Is the request consistent with allowed uses of HOT funds under Texas law?) | 0–15 | | |
| Budget & Accountability (Is the budget clear, realistic, and supported by documentation? Is there a plan for post-event reporting?) | 0–10 | | |

Total Points: _____ / 100

Reviewer Comments:

| | |
|----------------------|----------------------|
| Organization | Elite Fishing Series |
| Sponsorship | The Kemah Clash 2026 |
| Date(s) | July 2026 TBD |
| Amount Requested | \$20,400 |
| Previously Sponsored | Yes |
| Requested | \$25,000 |
| Approved | \$25,000 |

For Reviewer

Recommend approval?
Amount recommended?

Notes:



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

I. ORGANIZATION INFORMATION

| | |
|-------------------------------|---|
| Elite Fishing Series | 7/26/2025 |
| Official Name of Organization | Date of Submission |
| Pat Malone | info@elitefishingseries.com |
| Contact Person | Email |
| 3318 Highway 365 Unit 256 | 321 277 0868 |
| Address | Phone |
| www.elitefishingseries.com | elitefishingseries |
| Website Address | Social Media (Facebook, Twitter, Instagram) |

Is your organization: Non-Profit Private/For Profit

Organizational Mission and Purpose:

[Empty box for Organizational Mission and Purpose]

The following required documents must be submitted with the application:

- Last fiscal year’s financial statement (profit & loss statement) for your organization as a whole
- Your organization’s budget for the current year
- Copy of 501-C3 Internal Revenue Service documentation letter, if applicable
- FEIN / Tax ID#: 20-0267146
- Schedule of activities or events relating to the proposed event/project
- Samples of advertising planned and/or marketing copies from the previous event



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

II. EVENT/PROJECT/PROGRAM INFORMATION

| | |
|--|---|
| <u>The Elite Fishing Series</u> | <u>The Kemah Clash 2026</u> |
| Host Organization <u>6th St between Voodoo Hut and Skallywags</u> | Event/Project/Program Name <u>2024 August - 2025 July - 2026 TBD</u> |
| Primary Location of Event/Program <u>Wednesday - Saturday 2:00 PM - 5:00 PM maximum</u> | Date |
| Event Time(s) - Start & End | Due Date for 60-day Post-Event Report |
| Total Amount of HOT Funds Requested: _____ | \$20,400.00 |
| How many years have you held this Event or Project? _____ | <u>7 years</u> |
| Expected Attendance: <u>2-500 over the 3 days</u> | |

Primary Purpose of Funded Event/Program/Activity/Facility:

To promote the event and community of Kemah and all that Kemah has to offer visitors to a world wide audience via the Discovery Channel airings.

How many people attending the Event or Project will use Kemah Hotels? 100-200

Do you reserve a room block for this event at an area hotel, and if so, for how many rooms and at which hotels?

If no room block has been established, contact the following Kemah hotels to establish availability, room blocks, and room rates:

1. Boardwalk Inn: 8 Kemah Water Front, (281) 334-9880
2. Courtyard by Marriott: 805 Harris Ave, (281) 334-0003
3. Days Inn: 1413 SH 146, (281) 549-4118
4. Hotel Bliss: 1411 Hwy 146, (281) 538-0077
5. Scottish Inn: 601 Texas Ave, (281) 334-4855

An additional list of Kemah Bed and Breakfasts and Short-Term Rental properties is available at kemahtx.gov.



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

_____ I understand that in the Post-Event Report, hotel room nights must be confirmed in writing by the designated hotel representative above for the event to receive credit for those room nights.

If no room block is established, how will you measure your event's impact on area hotel activity?

List other years (over the last three years) that you have hosted your Event or Project with the amount of assistance given from Kemah HOT Funds, attendance, and the number of hotel rooms used.

| Month/Year Held | Assistance Amount | # of Hotel Rooms Used | Attendance # |
|------------------------|--------------------------|------------------------------|---------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

Methods used to determine attendance: (i.e., crowd estimates, ticket sales, registrations, sign-in sheet, etc.)

What percentage of your event/program attendees are estimated to be nonlocal visitors? _____%

What percentage of your event/program attendees are local? _____ %

List any other organizations, government entities or sponsorship funding support for this event/project:

How will HOT Funds be used if awarded?

To help pay for the production cost of the event including camera crews, air buys, promotion and inclusion in the large banner wall printed materials...



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

Will the event charge admission? No the events are always open to the public and free to attend

Do you anticipate a net profit from the event? What is the anticipated amount if there is a net profit, and how will it be used?

No

List Event Sponsors/Co-Sponsors:

List of four partners available on Elite Fishing Series dot com select the "partners" tab..

Total Event Budget: _____

Percentage of Hotel Tax Support of Related Costs:

- Percentage of total event costs covered by hotel occupancy tax
Percentage of total facility costs covered by HOT for the Funded Event/Program/Activity
Percentage of staff costs covered by HOT for the funded Event/Program/Activity

If staff costs are covered, estimate the percentage of time staff spend annually on the funded event(s) compared to other activities. _____ %

III. ADVERTISING AND PROMOTIONAL ACTIVITIES

Discover Kemah encourages organizations to market, advertise and promote projects to audiences at least 60 miles from Kemah. Check all elements the proposed Marketing Plan includes that meet this:

Grid of advertising options: Out of Home (OOH) advertising, Radio, TV commercials, Booths, Print ads, Newspaper coverage, Other print, Social media ads/boosts, Display ads, OTT, Digital/Comprehensive campaign, Direct mail, Mobile advertising, Paid search advertising (PPC)

Summarize the proposed marketing, advertising and promotional campaign indicated above (include information about the target audience/locations, frequency of advertising, and other pertinent campaign information):



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

When will the campaign begin?

Does the Project have a website, social media page or tagging? If so, list below.

Social Media:

Website:

Tagging (i.e., #DiscoverKemah):

Will you submit press releases about the event? Yes _____

Who is responsible for writing and distributing press releases? Contact: _____ Pat Malone - Host

Phone: _____ Email: _____ on file

What geographic area does your advertising target?

[Empty box for geographic area]

How many individuals located in another city or county will your proposed marketing reach?

[Empty box for number of individuals]

IV. CERTIFICATION

I have read the City of Kemah's Local Hotel Occupancy Tax (HOT) use guidelines and fully understand the local HOT funding application process and rules governing the proper use of hotel occupancy tax. Any funding awarded for the aforementioned event/project will be used to forward the efforts of the City of Kemah and Discover Kemah in directly enhancing and promoting tourism and the hotel industry by attracting visitors from outside the City of Kemah.

I certify the information contained herein and attached to this application is true and correct to the best of my knowledge. I hereby acknowledge that any funding received from the City of Kemah must be expended as I have represented in this application and according to any requirements set by the City of Kemah Council and the program guidelines. I agree that if funds are not expended accordingly, in the opinion of the City of Kemah, said funds will be returned to the City of Kemah within ten (10) days from the date the City of Kemah demands such.

I understand that submission of an application does not guarantee funding, in whole or in part.

Elite Fishing Series Tournament and Television Show
Business/Organization Name

7/27/2025
Date

Pat Malone
Applicant's Signature

Pat Malone
Applicant's Printed Name



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

Attachment 1

| SAMPLE BUDGET | | | | | |
|--|-------------------|------------------------------------|--|-------------------------|----------------------|
| Event or Program Name: | | | | | |
| *Denote expenses to be covered using Hotel Occupancy Tax | | | | | |
| | | | | <u>Projected</u> | <u>Actual</u> |
| <u>Income</u> | | Event Fund Account Balance | | \$ 75,000.00 | |
| | Sponsorship | | | | |
| | | Tourism Office | | \$ 3,000.00 | |
| | | Bluebonnet Art Council | | \$ 1,000.00 | |
| | | A+ Junior College | | \$ 250.00 | |
| | | Registrations / Tickets | | \$ 5,000.00 | |
| | Donations | | | | |
| | | Silent Auction | | \$ 750.00 | |
| | | Total Income: | | \$ 85,000.00 | |
| <u>Expenses</u> | | | | | |
| | Direct Expenses | | | | |
| | Advertising | | | | |
| | | *Texas Events Calendar (Example) | | \$ 2,000.00 | |
| | | *AAA Southern Traveler (Example) | | \$ 3,000.00 | |
| | | *Email blast (Example) | | \$ 500.00 | |
| | | *Radio | | \$ 10,000.00 | |
| | Printing | | | | |
| | | Handouts | | \$ 500.00 | |
| | | Shirts | | \$ 1,000.00 | |
| | | Billboards | | \$ 50,000.00 | |
| | | Security | | \$ 2,000.00 | |
| | | Transportation | | 3,000 | |
| | | Speakers and Entertainment | | 7,400 | |
| | | Subtotal Direct Expenses: | | \$ 79,400.00 | |
| | Indirect Expenses | | | | |
| | General Overhead | | | | |
| | | Office Supplies | | \$ 600.00 | |
| | | Support Staff | | \$ 5,000.00 | |
| | | Subtotal Indirect Expenses: | | \$ 5,600.00 | |
| | | Total Expenses: | | \$ 85,000.00 | |
| | | Profit / (Loss): | | \$ - | |
| | | *Total HOT expenses | | \$ 15,500.00 | |



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

Attachment 2

Marketing Plan Worksheet

This worksheet is intended to be used as a tool to organize the proposed marketing plan, which is a required supplement to all Sponsorship Funding applications.

Overall Project budget: _____

Total Marketing Expenses: _____

Print Advertising

Briefly discuss print ad promotions planned to be placed in newspapers, magazines or on flyers.

Three horizontal lines for writing print ad promotions.

List the total number of subscribers for each print publication.

Table with 2 columns: Name of Publication, Number of subscribers/recipients. Rows for newspapers, magazines, flyers, other.



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

Digital Advertising

- When discussing digital marketing, be sure to include how visitation will be measured, or the key performance indicators (i.e. visitors to the website, app downloads, banner/ad clicks, impressions, etc.).
• Include the number of subscriptions for the print advertising. The media agency usually supplies this information.

Please briefly explain any social media promotions, blogs, special websites, or other digital promotions (such as e-newsletters, blasts) and the goals of each (i.e., total reach, Click-Thru- Rates, unique/new page visitors, length of page sessions, etc.)

Four horizontal lines for text entry.

Number of Digital Impressions: see pdf attach Actions/

Clicks:

Radio/TV

Briefly describe any radio or TV promotions and the goals or reach of each.

One horizontal line for text entry.

Other

Briefly describe any other promotions or marketing campaigns not mentioned above, such as highway billboards, fun promotions (such as giveaways), booths at other events, etc.

One horizontal line for text entry.



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

Overall (print + digital + radio/TV), estimate how many individuals the marketing plan may reach.

How many targeted individuals/families are at least 60 miles from Kemah? _____

ELITE

FISHING SERIES TV



2026



NEW!

NEW!



MADE FOR TV FISHING ACTION SPOTLIGHTING YOUR COMMUNITY



Travis Land

2025 KEMAH CLASH
ELITE CHAMPION



MEDIA PROPOSAL

To be recognized and promoted as an official sponsor partner of the Elite Fishing Series for the 2026 season

KEMAH

T E X A S

2025 LIGHTHOUSE DISTRICT STAGE SET UP AND FAN INTERACTION





RAIN OR SHINE 5 HD CAMERA OPERATORS CATCH ALL OF THE ACTION





WARNER BROS.
DISCOVERY



COMMUNITY FAN INTERACTION

DIGITAL



MONTHLY IMPRESSIONS AVERAGE FROM 5 ELITE SOCIAL SITES

312,409

Elite Redfish Series was live.
Published by LiveU Solo · June 19, 2020 ·
Day 1 weigh in of the 2020 #MyrtleGroveMadness event at
Tidewater Boats LLC Elite Redfish Series, tour stop 1, p
Yamaha Outboards.



40,398
People Reached

3,604
Engagements

Elite Redfish Series was live.
Published by LiveU Solo · June 19, 2020 ·
Follow along as teams talk about, get ready for
day 1 of the #MyrtleGroveMadness 2020 event



128,536
People Reached

4,540
Engagements

Elite Redfish Series was live.
Published by LiveU S
The final day of the Showtime on Sabine brou
Waterloo Rods...



16,678
People Reached

1,496
Engagements

122 99 Comm

275 29

100 259 6

Like Comment Share

Like Comment Share

2024 RECORD SETTING ORGANIC INTERACTION WITH FANS

Elite Fishing Series
July 22 at 9:30 PM

Congratulations Jeremy Reeves you deserved it you fished with class and honor all week... Congratulations also to second and third place Tony Viator and Will Granberry great job guys, this has to be one of our best top-fives ever, where absolutely anyone could've won the tournament. Travis Land and Bo Favre as well as the rest of the field of elite pros, we are super proud to be working with and for you guys! Polygraphs (3) are finally finished, equipment is packed up and we will be updating with photos, video, stories, etc ASAP.

2.9 MILLION FANS REACT

Post Insights

Total Insights

| | | |
|------------------|------------|-----------------|
| Post Impressions | Post reach | Post Engagement |
| 2,926,712 | 2,907,269 | 579,864 |

Keep... to grow your audience
Elite Fishing Series could reach 2614 more people daily for every \$50 you spend.
Learn More about reach estimates

Boost post

See insights and ads

Boost post

195 comments 184 shares

JULY 2024

FEB 2024
28 DAY PERIOD

REACH UP ↑ 400 - 500 - 600%

Insights Elite 2024 Growth [See all](#)

Last 28 days : Feb 1 - Feb 28 ▾

| | |
|------------------|------------------|
| People reached | 218,013 ▲513% |
| Post engagements | 58,219 ▲630% |
| Page likes | 200 ▲426% |

TIME WARNER DISCOVERY TOPS
431 MILLION HOMES IN 2024.

DESTINATION AMERICA
23,000,000 HOUSEHOLDS

SPACE CITY HOME NETWORK
SW REGIONAL AFFILIATES



Mobile Apps and Streaming Available

Discovery and Destination America time buys are available through the following subscriptions. Programs airing on Discovery and Destination America air simultaneously on the below platforms.

| | | |
|-----------------|------------|--------------|
| DirectTV Stream | AT&T TV | Hulu Live TV |
| Fubo TV | Philo | Sling TV |
| | YouTube TV | |

D-Go (includes the following shared apps)

Discovery shows scheduled for a minimum of a full quarter will be placed on D GO during their airtime flight plus 30 days after the flight

List of shared apps

| | |
|-----------------|-------------------------|
| Discovery | TLC |
| Travel | Investigation Discovery |
| Science | Oprah Winfrey Network |
| Animal Planet | Destination America |
| HGTV | American Heroes Channel |
| Food Channel | Discovery Life |
| Cooking Channel | Discovery Family |

AVODs

(Ad supported video platforms) available pending approval by the platforms

| |
|---------------------------|
| Pluto TV (linear and VOD) |
| Vudu |

Amazon Marketplace (programs uploaded to Amazon Marketplace by customers and they are charged a nominal fee to view them)

Outdoor Action by Careco TV (the following platforms are available)

Available on the following:

| | |
|-----------------|-----------|
| Roku | Glewed TV |
| Amazon Fire TV | rlaxx |
| Apple TV | vidgo |
| Apple App Store | VU |
| Google Play | TCL |

Pursuit Up (Available to customers purchasing airtime on Pursuit Network)

| | | |
|------------|--------------|-------|
| Glewed TV | KlowdTV | Vizio |
| Xumo | Sports TV | Stirr |
| Local Now | Select TV | |
| Samsung TV | Xfinity Flex | |

**ADDITIONAL
AIRING
PLATFORMS
to Television**



#1 NATIONALLY TELEVISED SERIES 2020

Discovery - The Elite Redfish League - Q4 '20 Ratings

Source: Nielsen Media Research MIT

Viewing = Live+7

→ [SEE ELITE EPISODES HERE](#) ←

| Network | Program | Date | Day | Time | Viewers | T/C | Duration |
|-----------|---------------------------|----------|-----|---------------------|---------|-----|----------|
| DISCOVERY | ELITE FISHING LEAGUE, THE | 10/11/20 | SUN | 07:00 AM - 07:29 AM | 153000 | 1 | 30 |
| DISCOVERY | ELITE FISHING LEAGUE, THE | 10/18/20 | SUN | 07:00 AM - 07:29 AM | 125310 | 1 | 30 |
| DISCOVERY | ELITE FISHING LEAGUE, THE | 10/25/20 | SUN | 07:00 AM - 07:29 AM | 152500 | 1 | 30 |
| DISCOVERY | ELITE FISHING LEAGUE, THE | 11/01/20 | SUN | 07:00 AM - 07:29 AM | 138000 | 1 | 30 |
| DISCOVERY | ELITE FISHING LEAGUE, THE | 11/08/20 | SUN | 07:00 AM - 07:29 AM | 149340 | 1 | 30 |
| DISCOVERY | ELITE FISHING LEAGUE, THE | 11/15/20 | SUN | 07:00 AM - 07:29 AM | 151000 | 1 | 30 |
| DISCOVERY | ELITE FISHING LEAGUE, THE | 11/22/20 | SUN | 07:00 AM - 07:29 AM | 163000 | 1 | 30 |
| DISCOVERY | ELITE FISHING LEAGUE, THE | 11/29/20 | SUN | 07:00 AM - 07:29 AM | 156000 | 1 | 30 |
| DISCOVERY | ELITE FISHING LEAGUE, THE | 12/06/20 | SUN | 07:00 AM - 07:29 AM | 117400 | 1 | 30 |
| DISCOVERY | ELITE FISHING LEAGUE, THE | 12/13/20 | SUN | 07:00 AM - 07:29 AM | 144000 | 1 | 30 |
| DISCOVERY | ELITE FISHING LEAGUE, THE | 12/20/20 | SUN | 07:00 AM - 07:29 AM | 156200 | 1 | 30 |
| DISCOVERY | ELITE FISHING LEAGUE, THE | 12/27/20 | SUN | 07:00 AM - 07:59 AM | 188000 | 1 | 30 |
| DISCOVERY | ELITE FISHING LEAGUE, THE | TOTALS | | TOTALS>>>> | 1793750 | 12 | 360 |

1.8 MILLION VIEWERS IN ORIGINAL AIRINGS

The TVHH and viewer information is compiled from Discovery Channel ratings, as well as "Nielsen Overnight Reports" with adjustments for DVR vi
A combination is used to represent the most accurate estimate of weekly TVHH and viewer delivery available to and used by Careco Multi Media.

| Network | Program | Date | Day | Time | Viewers | T/C | Duration |
|-----------|----------------------|-------------------|---------|----------------|---------|-----|------------|
| Discovery | Elite Fishing Series | 11/21/2021 | SUNDAY | 07:00-08:00 AM | 109,300 | 1 | 60 |
| Discovery | Elite Fishing Series | 11/28/2021 | SUNDAY | 07:00-08:00 AM | 114,600 | 1 | 60 |
| Discovery | Elite Fishing Series | 12/05/2021 | SUNDAY | 07:00-08:00 AM | 145,400 | 1 | 60 |
| Discovery | Elite Fishing Series | 12/12/2021 | SUNDAY | 07:00-08:00 AM | 156,900 | 1 | 60 |
| Discovery | Elite Fishing Series | 12/19/2021 | SUNDAY | 07:00-08:00 AM | 161,700 | 1 | 60 |
| Discovery | Elite Fishing Series | 12/26/2021 | SUNDAY | 07:00-08:00 AM | 188,200 | 1 | 60 |
| Discovery | Elite Fishing Series | 11/21/21-12/26/21 | SUNDAYS | 07:00-08:00 AM | 876,100 | 6 | 360 |
| Discovery | Elite Fishing Series | 11/20/2022 | SUNDAY | 07:30-08:00 AM | 121,900 | 1 | 30 |
| Discovery | Elite Fishing Series | 11/27/2022 | SUNDAY | 07:30-08:00 AM | 123,800 | 1 | 30 |
| Discovery | Elite Fishing Series | 12/04/2022 | SUNDAY | 07:30-08:00 AM | 144,900 | 1 | 30 |
| Discovery | Elite Fishing Series | 12/11/2022 | SUNDAY | 07:30-08:00 AM | 128,100 | 1 | 30 |
| Discovery | Elite Fishing Series | 12/18/2022 | SUNDAY | 07:30-08:00 AM | 165,600 | 1 | 30 |
| Discovery | Elite Fishing Series | 12/25/2022 | SUNDAY | 07:30-08:00 AM | 121,700 | 1 | 30 |
| Discovery | Elite Fishing Series | 11/20/22-12/25/22 | SUNDAYS | 07:30-08:00 AM | 806,000 | 6 | 180 |
| Discovery | Elite Fishing Series | 11/19/2023 | SUNDAY | 07:30-08:00 AM | 189,200 | 1 | 30 |
| Discovery | Elite Fishing Series | 11/26/2023 | SUNDAY | 07:30-08:00 AM | 207,300 | 1 | 30 |
| Discovery | Elite Fishing Series | 12/03/2023 | SUNDAY | 07:30-08:00 AM | 211,500 | 1 | 30 |
| Discovery | Elite Fishing Series | 12/10/2023 | SUNDAY | 07:30-08:00 AM | 225,700 | 1 | 30 |
| Discovery | Elite Fishing Series | 12/17/2023 | SUNDAY | 07:30-08:00 AM | 210,600 | 1 | 30 |
| Discovery | Elite Fishing Series | 12/24/2023 | SUNDAY | 07:30-08:00 AM | 223,200 | 1 | 30 |
| Discovery | Elite Fishing Series | 11/20/23-12/25/23 | SUNDAYS | 07:30-08:00 AM | 1.3 MIL | 6 | 180 |
| Discovery | Elite Fishing Series | 11/24/2024 | SUNDAY | 07:30-08:00 AM | 309,502 | 1 | 30 |
| Discovery | Elite Fishing Series | 12/1/2024 | SUNDAY | 07:30-08:00 AM | 377,449 | 1 | 30 |
| Discovery | Elite Fishing Series | 12/8/2024 | SUNDAY | 07:30-08:00 AM | 355,660 | 1 | 30 |
| Discovery | Elite Fishing Series | 12/15/2024 | SUNDAY | 07:30-08:00 AM | 412,543 | 1 | 30 |
| Discovery | Elite Fishing Series | 12/22/2024 | SUNDAY | 07:30-08:00 AM | 386,599 | 1 | 30 |
| Discovery | Elite Fishing Series | 12/29/2024 | SUNDAY | 07:30-08:00 AM | 492,024 | 1 | 30 |
| Discovery | Elite Fishing Series | 11/24/24-12/29/24 | SUNDAYS | 07:30-08:00 AM | 2.5 MIL | 6 | 180 263 |

The TVHH and viewer information is compiled from Discovery Channel's Nielsen rating reports, as well as adjustments for DVR viewing, digital viewing and streaming platform viewers. A combination is used to represent the most accurate estimate of weekly TVHH delivery and viewership available to Careco.

0.492

2020-24

MILLION

ELITE
FISHING SERIES TV

VIEWERS



AVERAGE TV PACKAGE
COST OF \$ 25,000.00

\$0.125

COST PER IMPRESSION



2026 SOLO PROPOSED TOUR STOPS

- LAFITTE, LA
- GEORGETOWN, SC
- KEMAH, TX**
- BAYOU SEGNETTE, LA
- SLIDELL, LA
- JACKSONVILLE, FL
- PORT ARTHUR, TX
- GALVESTON, TX

PARTNERING FOR MULTIPLE SEASONS LOCKS IN YOUR COST AND ADDS VALUE

Elite Fishing Series pros are part of a very limited, invitation only field of professionals who have invested in their professional fishing brand and understand the importance of attaining a maximum return on investment for each sponsor that partners with them and so does the tour.

Partnering with the Elite Fishing Series for multiple seasons ensures your product, brand and or community receives maximum exposure throughout the season in live competitions, public appearances and multi-media outlets. As part of our commitment we always build the largest, most robust displays of any large format event producers in our field an effort we are proud of.

The Elite Fishing Series spares no expense to professionally represent our partners from south Texas to south Carolina and all points in between. When we produce the high impact stage each with innovative additions like the live fish experience tank right in the middle of the stage which allows visitors to the event to get up close and personal with the giant fish our pros catch in your community's waters.

This is not a hands off the fish area, this is a very interactive area that allows for visitors and community members to see, hold, take pictures and enjoy the live resource prior to our team treating and releasing them back in your waters, alive! No dead fish ever is the focus of our tour as we work to have a large economic impact with no negative impact to the environment.

Allowing the tour to plan further in the future ensures a larger footprint for each multi-season partner like Tidewater Boats, Frogg Toggs and Yamaha Outboards featured on our 12' wide sign mounted to the top of our truss in the picture below.



We would like to offer a significant discount based on knowing we can count on great partners like you for more than just one season which allows us to plan, save and feature in a bigger and better way and in more locations our multi year partners. Multi year partners will enjoy a larger size and placement of their logos and brand marks than our year to year customers.

TITLE SPONSOR DELIVERABLES FOR 2026 EVENT HOSTING

Elite Fishing Series on-site Event Deliverables

- Elite Fishing Series will produce a 3 day Fishing Tournament in the fall of 2026, date TBD presented by **Discover Kemah**.
- Elite Solo Tour event will be preceded by 5 days of official practice for tour pros.
- Stage banner walls and signage barriers to include **Discover Kemah** logos and brand marks.
- Video and still image content from event provided post event via FTP or dropbox.
- Logo and link included on Elite website for all 2026 and the 2027 seasons.
- Host mentions of partner's participation at live weigh in, network broadcasting episode, social network videos and livestream production.

TV Exposure Regional Airings

- **Discover Kemah** to be featured as the official host and presenting sponsor of the event.
- Additional exposure in graphics, voiceovers and special features during partnered episode(s).
- Space City Home Network or similar with original airings and re-airings in Q4 of 2026 and Q1 of 2027.

Networks, availability, times and exact commercial plays may be adjusted but will deliver similar times and networks.

TV Exposure National Airings

- Sponsorship recognition throughout all national, online and social media promoting **Discover Kemah** as presenting sponsor of the Elite Solo Tour and host of the Elite live event.
- Sponsorship recognition promoting **Discover Kemah** as presenting sponsor of a EFL Round episode airing at no additional charge under this presenting sponsor partnership.
- **Discover Kemah** logos and voiceover inclusion in each airing of Elite Fishing Series and Elite Fishing League TV show billboards.
- **Discover Kemah** included in each airing of TV closing credits roll.
- Graphics, bumpers, mentions, re-joins throughout original and re-aired episode on Discovery network and Discovery Go application.
- One(1) :30 second commercial provided by **Discover Kemah** aired during selected episode(s).
- One(1) 1:00 community highlight feature provided aired during selected episode(s).

TITLE SPONSOR DISCOUNTED MULTI-YEAR OPTIONAL PRICING

Headturners3, LLC. the governing corp of the Elite Fishing Series will provide all deliverables as shown in this proposal in exchange for:

OPTION A - 1 YEAR CONTRACT TOTAL

\$20,400.00

OR

OPTION B - 2 YEAR CONTRACT TOTAL

\$18,875.00 pd in 2026 \$37,750.00 \$18,875.00 paid in 2027

*Additional deliverables to contract: 4 rooms for staff, cameramen and host during the event dates including set up. Elite Fishing will always work to secure these rooms directly with hotelier in return for promotional consideration as we have done in the past. However, if unavailable to partner direct with hotel, with these discounts city would provide the rooms.

Signature: _____
(Elite Fishing Series rep)

Date: 7/27/2025



Signature: _____
(Kemah Texas rep)

Date: _____

| FY 2024 | BUDGETED | PAID | FY 2025 | REQUESTED | APPROVED |
|--------------------------|--------------------|--------------------|------------------------|---------------------|---------------------|
| AVIAN PIRATES | \$4,000.00 | \$4,000.00 | T BONE TOMS SWIM | \$5,000.00 | \$5,000.00 |
| KEMAH SALUTE TO MILITARY | \$23,592.00 | \$23,592.00 | KREWE DU LAC | \$6,000.00 | \$6,000.00 |
| KREWE DU LAC | \$6,000.00 | \$6,500.00 | TEXAS OUTLAW CHALLENGE | \$25,000.00 | \$25,000.00 |
| TEXAS OUTLAW CHALLENGE | \$25,000.00 | \$25,000.00 | YACHTY GRAS | \$20,000.00 | \$7,500.00 |
| YACHTY GRAS | \$15,000.00 | \$12,131.96 | ELITE REDFISHING | \$25,000.00 | \$25,000.00 |
| ELITE REDFISHING | \$25,000.00 | \$24,635.00 | CHRISTMAS BOAT PARADE | \$7,500.00 | \$7,500.00 |
| | | | FIREWORKS | \$50,000.00 | \$50,000.00 |
| | | | | <u>\$138,500.00</u> | <u>\$126,000.00</u> |
| | <u>\$98,592.00</u> | <u>\$95,858.96</u> | | | |
| CHRISTMAS BOAT PARADE | \$0.00 | \$7,605.00 | | | |
| FIREWORKS | \$0.00 | \$50,000.00 | | | |
| | <u>\$0.00</u> | <u>\$57,605.00</u> | | | |
| TOTALS | \$98,592.00 | \$153,463.96 | BUDGETED-FY 25 | \$99,464.00 | |
| | | | APPROVED DIFFERENCE | \$26,536.00 | |
| | | | COUNCIL CONTINGENCY | \$135,662.00 | |

Hotel Occupancy Tax Sponsorship Application

Applicant Name:

Event/Project Name:

Evaluation Criteria

| Criteria | Points Possible | Points Awarded | Notes |
|--|-----------------|----------------|-------|
| Tourism Impact (Does the event/project demonstrate potential to attract visitors to Kemah and generate overnight stays?) | 0–30 | | |
| Economic Benefit (Will the event/project create a positive economic impact for local businesses, restaurants, hotels, etc.?) | 0–25 | | |
| Marketing & Promotion Plan (Is there a clear plan to promote Kemah to tourists beyond the local community?) | 0–20 | | |
| Alignment with State HOT Guidelines (Is the request consistent with allowed uses of HOT funds under Texas law?) | 0–15 | | |
| Budget & Accountability (Is the budget clear, realistic, and supported by documentation? Is there a plan for post-event reporting?) | 0–10 | | |

Total Points: _____ / 100

Reviewer Comments:

Hotel Occupancy Tax Sponsorship Application

Applicant Name:

Event/Project Name:

Evaluation Criteria

| Criteria | Points Possible | Points Awarded | Notes |
|--|-----------------|----------------|-------|
| Tourism Impact (Does the event/project demonstrate potential to attract visitors to Kemah and generate overnight stays?) | 0–30 | | |
| Economic Benefit (Will the event/project create a positive economic impact for local businesses, restaurants, hotels, etc.?) | 0–25 | | |
| Marketing & Promotion Plan (Is there a clear plan to promote Kemah to tourists beyond the local community?) | 0–20 | | |
| Alignment with State HOT Guidelines (Is the request consistent with allowed uses of HOT funds under Texas law?) | 0–15 | | |
| Budget & Accountability (Is the budget clear, realistic, and supported by documentation? Is there a plan for post-event reporting?) | 0–10 | | |

Total Points: _____ / 100

Reviewer Comments:

| | |
|----------------------|--------------------------|
| Organization | Kemah Boardwalk |
| Sponsorship | Firework Fridays |
| Date(s) | Fridays in June and July |
| Amount Requested | \$50,000 |
| Previously Sponsored | Yes |
| Requested | \$50,000 |
| Approved | \$30,000 |

For Reviewer

Recommend approval?
Amount recommended?

Notes:



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

I. ORGANIZATION INFORMATION

| | |
|---|---|
| <u>Kemah Boardwalk</u> Official Name of Organization | <u>July 21, 2025</u> Date of Submission |
| <u>Krystal Barnes</u> Contact Person | <u>Krystal.Barnes@ldry.com</u> Email |
| <u>215 Kipp Ave, Kemah, TX 77565</u> Address | <u>281-535-8100</u> Phone |
| <u>www.kemahboardwalk.com</u> Website Address | <u>@kemahboardwalk</u> Social Media (Facebook, Twitter, Instagram) |
| Is your organization: <input type="checkbox"/> Non-Profit | <input checked="" type="checkbox"/> Private/For Profit |

Organizational Mission and Purpose:

Open daily, providing fun for the whole family!

The Kemah Boardwalk attracts tourist from all over the country during summer months - Firework Fridays enhances the attraction.

The following required documents must be submitted with the application:

- Last fiscal year’s financial statement (profit & loss statement) for your organization as a whole
- Your organization’s budget for the current year
- Copy of 501-C3 Internal Revenue Service documentation letter, if applicable
- FEIN / Tax ID#: 76-435815
- Schedule of activities or events relating to the proposed event/project
- Samples of advertising planned and/or marketing copies from the previous event



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

II. EVENT/PROJECT/PROGRAM INFORMATION

Kemah Boardwalk
Host Organization

Firework Fridays
Event/Project/Program Name

Kemah Boardwak
Primary Location of Event/Program

Fridays in June and July
Date

9:30 pm - 9:45 pm
Event Time(s) - Start & End

September 25, 2026
Due Date for 60-day Post-Event Report

Total Amount of HOT Funds Requested: \$50,000

How many years have you held this Event or Project? 2

Expected Attendance: 12-16k

Primary Purpose of Funded Event/Program/Activity/Facility:

Increase foot traffic to enhance summer Fridays / weekends.

How many people attending the Event or Project will use Kemah Hotels? 25%

Do you reserve a room block for this event at an area hotel, and if so, for how many rooms and at which hotels?

We utilize the Boardwalk Inn

If no room block has been established, contact the following Kemah hotels to establish availability, room blocks, and room rates:

- 1. Boardwalk Inn: 8 Kemah Water Front, (281) 334-9880
2. Courtyard by Marriott: 805 Harris Ave, (281) 334-0003
3. Days Inn: 1413 SH 146, (281) 549-4118
4. Hotel Bliss: 1411 Hwy 146, (281) 538-0077
5. Scottish Inn: 601 Texas Ave, (281) 334-4855

An additional list of Kemah Bed and Breakfasts and Short-Term Rental properties is available at kemahtx.gov.



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

I understand that in the Post-Event Report, hotel room nights must be confirmed in writing by the designated hotel representative above for the event to receive credit for those room nights.

If no room block is established, how will you measure your event's impact on area hotel activity?

[Empty text box for measuring event's impact on area hotel activity]

List other years (over the last three years) that you have hosted your Event or Project with the amount of assistance given from Kemah HOT Funds, attendance, and the number of hotel rooms used.

| Month/Year Held | Assistance Amount | # of Hotel Rooms Used | Attendance # |
|-----------------|-------------------|-----------------------|--------------|
| June & July '25 | \$30,000 | 48 | 14-15k |
| June & July '24 | \$50,000 | 48 | 12-13k |
| | | | |
| | | | |

Methods used to determine attendance: (i.e., crowd estimates, ticket sales, registrations, sign-in sheet, etc.)

Crowd estimates, parking fees

What percentage of your event/program attendees are estimated to be nonlocal visitors? 60%

What percentage of your event/program attendees are local? 40%

List any other organizations, government entities or sponsorship funding support for this event/project:

[Empty text box for listing other organizations, government entities or sponsorship funding support]

How will HOT Funds be used if awarded?

Firework Friday Sponsorship; assist in paying Fireworks expense.



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

Will the event charge admission? No

Do you anticipate a net profit from the event? What is the anticipated amount if there is a net profit, and how will it be used?

We expect an increase in property revenue compared to years with out this event.

List Event Sponsors/Co-Sponsors:

Discover Kemah

Total Event Budget: \$200,653.00

Percentage of Hotel Tax Support of Related Costs:

- 25% Percentage of total event costs covered by hotel occupancy tax
/ Percentage of total facility costs covered by HOT for the Funded Event/Program/Activity
/ Percentage of staff costs covered by HOT for the funded Event/Program/Activity

If staff costs are covered, estimate the percentage of time staff spend annually on the funded event(s) compared to other activities. _____ %

III. ADVERTISING AND PROMOTIONAL ACTIVITIES

Discover Kemah encourages organizations to market, advertise and promote projects to audiences at least 60 miles from Kemah. Check all elements the proposed Marketing Plan includes that meet this:

Table with 2 columns of advertising options. Left column includes Out of Home (OOH) advertising, Radio, TV commercials, Booths (events or shows), Print ads, Newspaper coverage, and Other print (Flyers & Outside Signage). Right column includes Social media ads/boosts, Display ads (digital banner ads, etc.), OTT (internet/streaming ads), Digital/Comprehensive campaign, Direct mail, Mobile advertising (phones), and Paid search advertising (PPC).

Summarize the proposed marketing, advertising and promotional campaign indicated above (include information about the target audience/locations, frequency of advertising, and other pertinent campaign information):



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

When will the campaign begin? April 2026

Does the Project have a website, social media page or tagging? If so, list below.

Social Media: @kemahboardwalk

Website: KemahBoardwalk.com

Tagging (i.e., #DiscoverKemah): #kemahboardwalk ; #fireworkfridays

Will you submit press releases about the event? Yes

Who is responsible for writing and distributing press releases? Contact: PR Department

Phone: Email: landrys@dpwpr.com

What geographic area does your advertising target?

Houston / surrounding areas; SE Texas

How many individuals located in another city or county will your proposed marketing reach?

Combined 383k plus followers on social media - reaching people all over the state / country.

IV. CERTIFICATION

I have read the City of Kemah's Local Hotel Occupancy Tax (HOT) use guidelines and fully understand the local HOT funding application process and rules governing the proper use of hotel occupancy tax. Any funding awarded for the aforementioned event/project will be used to forward the efforts of the City of Kemah and Discover Kemah in directly enhancing and promoting tourism and the hotel industry by attracting visitors from outside the City of Kemah.

I certify the information contained herein and attached to this application is true and correct to the best of my knowledge. I hereby acknowledge that any funding received from the City of Kemah must be expended as I have represented in this application and according to any requirements set by the City of Kemah Council and the program guidelines. I agree that if funds are not expended accordingly, in the opinion of the City of Kemah, said funds will be returned to the City of Kemah within ten (10) days from the date the City of Kemah demands such.

I understand that submission of an application does not guarantee funding, in whole or in part.

Kemah Boardwalk
Business/Organization Name

7/21/2025
Date

Krystal Barnes
Applicant's Signature

Krystal Barnes
Applicant's Printed Name



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

Attachment 2

Marketing Plan Worksheet

This worksheet is intended to be used as a tool to organize the proposed marketing plan, which is a required supplement to all Sponsorship Funding applications.

Overall Project budget: \$200,653

Total Marketing Expenses: \$10,000

Print Advertising

Briefly discuss print ad promotions planned to be placed in newspapers, magazines or on flyers.

Event schedules / flyers are posted all over the property.

Three horizontal lines for additional text input.

List the total number of subscribers for each print publication.

Table with 2 columns: Name of Publication, Number of subscribers/recipients. Rows for newspapers, magazines, flyers, other.



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

Digital Advertising

- When discussing digital marketing, be sure to include how visitation will be measured, or the key performance indicators (i.e. visitors to the website, app downloads, banner/ad clicks, impressions, etc.).
Include the number of subscriptions for the print advertising. The media agency usually supplies this information.

Please briefly explain any social media promotions, blogs, special websites, or other digital promotions (such as e-newsletters, blasts) and the goals of each (i.e., total reach, Click-Thru- Rates, unique/new page visitors, length of page sessions, etc.)

Digital Display: Fantasea Fireworks Cruises

Social Paid Ads: Summer Video Ad

Summer Fireworks Cruise

Weekly entertainment ads

Number of Digital Impressions: 700,000 Actions/Clicks: 10,500

Radio/TV

Briefly describe any radio or TV promotions and the goals or reach of each.

Other

Briefly describe any other promotions or marketing campaigns not mentioned above, such as highway billboards, fun promotions (such as giveaways), booths at other events, etc.



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

Overall (print + digital + radio/TV), estimate how many individuals the marketing plan may reach.

400-500k

How many targeted individuals/families are at least 60 miles from Kemah? 40%

Hotel Occupancy Tax Sponsorship Application

Applicant Name:

Event/Project Name:

Evaluation Criteria

| Criteria | Points Possible | Points Awarded | Notes |
|--|-----------------|----------------|-------|
| Tourism Impact (Does the event/project demonstrate potential to attract visitors to Kemah and generate overnight stays?) | 0–30 | | |
| Economic Benefit (Will the event/project create a positive economic impact for local businesses, restaurants, hotels, etc.?) | 0–25 | | |
| Marketing & Promotion Plan (Is there a clear plan to promote Kemah to tourists beyond the local community?) | 0–20 | | |
| Alignment with State HOT Guidelines (Is the request consistent with allowed uses of HOT funds under Texas law?) | 0–15 | | |
| Budget & Accountability (Is the budget clear, realistic, and supported by documentation? Is there a plan for post-event reporting?) | 0–10 | | |

Total Points: _____ / 100

Reviewer Comments:

| | |
|----------------------|-----------------|
| Organization | Krewe du Lac |
| Sponsorship | Events |
| Date(s) | 10/1/25-9/30/26 |
| Amount Requested | \$4,500 |
| Previously Sponsored | y |
| Requested | \$6,000 |
| Approved | \$6,000 |

For Reviewer

Recommend approval?
Amount recommended?

Notes:



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

I. ORGANIZATION INFORMATION

| | |
|--|---|
| <u>Krewe du Lac Inc.</u> | <u>08/01/2025</u> |
| Official Name of Organization | Date of Submission |
| <u>D'Anne Conrad</u> | <u>marmskool@aol.com</u> |
| Contact Person | Email |
| <u>1419 Pirates Cove Houston, TX 77058</u> | <u>281-382-1435</u> |
| Address | Phone |
| <u>www.krewedulackemah.com</u> | <u>instagram.com/krewedulackemah</u> |
| Website Address | <u>Facebook.com/KreweduLac</u> |
| | <u>Spaces/Wix App Krewe du Lac-Kemah</u> |
| | Social Media (Facebook, Twitter, Instagram) |

Is your organization: Non-Profit Private/For Profit

Organizational Mission and Purpose:

Krewe du Lac is a charitable organization that sponsors Mardi Gras and other events during the Carnival season and through the year including a Pub Crawl, coronation ball, and Mardi Gras parade in Kemah. KDL also promotes Kemah in other parades throughout surrounding counties.

Krewe du Lac was formed as a Mardi Gras Krewe to promote the City of Kemah, TX and to support, fund, and promote (but not limited to), the following charities:
 Kemah Peace Officer Association,
 Sailing Angels, Bay Area Pet Adoptions, Dash Gordon Foundation,
 Galveston Bay Foundation,
 and Veteran support group SERVE.

The following required documents must be submitted with the application:

- Last fiscal year’s financial statement (profit & loss statement) for your organization as a whole
- Your organization’s budget for the current year
- Copy of 501-C3 Internal Revenue Service documentation letter, if applicable
- FEIN / Tax ID#: 47-2153352
- Schedule of activities or events relating to the proposed event/project
- Samples of advertising planned and/or marketing copies from the previous event



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

II. EVENT/PROJECT/PROGRAM INFORMATION

| | |
|--|--|
| <u>Krewe du Lac - Kemah, TX</u> | <u>Krewe du Lac - Kemah, TX Events</u> |
| <u>Host Organization</u> | <u>Oct 1,2025-Sept. 30, 2026</u> |
| <u>Kemah and surrounding counties</u> | <u>Event/Project/Program Name</u> |
| <u>Primary Location of Event/Program</u> | <u>Oct 1,2025-Sept. 30, 2026</u> |
| <u>Varies by individual activity</u> | <u>Date</u> |
| <u>Event Time(s) - Start & End</u> | <u>November 1, 2026</u> |
| <u>Total Amount of HOT Funds Requested: \$4500.00</u> | <u>Due Date for 60-day Post-Event Report</u> |
| <u>How many years have you held this Event or Project? 25+ years</u> | |
| <u>Expected Attendance: 2000+</u> | |
| <u>Primary Purpose of Funded Event/Program/Activity/Facility:</u> | |

Krewe du Lac is a charitable organization that sponsors Mardi Gras and other events during the Carnival season and through the year including a Pub Crawl, coronation ball, and Mardi Gras parade in Kemah. KDL also promotes Kemah in other events & parades throughout surrounding counties.

How many people attending the Event or Project will use Kemah Hotels? 30

Do you reserve a room block for this event at an area hotel, and if so, for how many rooms and at which hotels?

Krewe du Lac works with the Boardwalk Inn to establish rooms blocks (minimum of ten) for the major events most likely to have overnight guests: December Pub Crawl, February Coronation Ball, and Kemah Mardi Gras Parade. Krewe members and event visitors are encouraged to notify the Kemah Hotel or short-term rental at which they are staying that they are attending a Krewe du Lac event for any Krewe activity as applicable.

If no room block has been established, contact the following Kemah hotels to establish availability, room blocks, and room rates:

1. Boardwalk Inn: 8 Kemah Water Front, (281) 334-9880
2. Courtyard by Marriott: 805 Harris Ave, (281) 334-0003
3. Days Inn: 1413 SH 146, (281) 549-4118
4. Hotel Bliss: 1411 Hwy 146, (281) 538-0077
5. Scottish Inn: 601 Texas Ave, (281) 334-4855

An additional list of Kemah Bed and Breakfasts and Short-Term Rental properties is available at kemahtx.gov.



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

X I understand that in the Post-Event Report, hotel room nights must be confirmed in writing by the designated hotel representative above for the event to receive credit for those room nights.

If no room block is established, how will you measure your event's impact on area hotel activity?

We will ask members/guests staying for a Krewe du Lac event to inform the hotel or B&B of the reason for their stay. We will also ask members/guests to let the Krewe know when they book a room in Kemah.

List other years (over the last three years) that you have hosted your Event or Project with the amount of assistance given from Kemah HOT Funds, attendance, and the number of hotel rooms used.

Table with 4 columns: Month/Year Held, Assistance Amount, # of Hotel Rooms Used, Attendance #. Rows include 2024-2025, 2023-2024, and 2022-2023.

Methods used to determine attendance: (i.e., crowd estimates, ticket sales, registrations, sign-in sheet, etc.)

Pub Crawl: Sign-In Sheet
Parades: Crowd Estimates, Float Riders (sign-in sheet)
Ball: Sign-In Sheet

What percentage of your event/program attendees are estimated to be nonlocal visitors? 45%

What percentage of your event/program attendees are local? 55%

List any other organizations, government entities or sponsorship funding support for this event/project:

T-Bone Tom's - Pomodoro's Restaurant - Opus Ocean Grille - Collard's Jewelers - Kemah Flowers - Alspaugh's Boutique - Schafer's Coastal Bar & Grille - Marcus Triplett Membership Dues Activity Tickets & Fees Raffles & Krewe Shop Sales (money may go to charities or to the Krewe Float)

How will HOT Funds be used if awarded?

Advertising and marketing of events City of Kemah, and Kemah accommodations and promotional materials/items



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

Will the event charge admission? Admission requirements vary by event.

Do you anticipate a net profit from the event? What is the anticipated amount if there is a net profit, and how will it be used?

A net profit is not anticipated. The Krewe has rebuilt the parade float which will require proper storage and maintenance.

List Event Sponsors/Co-Sponsors:

T-Bone Tom's - Pomodoro's Restaurant - Opus Ocean Grille - Collard's Jewelers - Kemah Flowers - Alspaugh's Boutique - Schafer's Coastal Bar & Grille - Marcus Triplett

Total Event Budget: \$26,607

Percentage of Hotel Tax Support of Related Costs:

- 16.9% Percentage of total event costs covered by hotel occupancy tax
0% Percentage of total facility costs covered by HOT for the Funded Event/Program/Activity
0% Percentage of staff costs covered by HOT for the funded Event/Program/Activity

If staff costs are covered, estimate the percentage of time staff spend annually on the funded event(s) compared to other activities. %

III. ADVERTISING AND PROMOTIONAL ACTIVITIES

Discover Kemah encourages organizations to market, advertise and promote projects to audiences at least 60 miles from Kemah. Check all elements the proposed Marketing Plan includes that meet this:

Form with two columns of checkboxes for advertising and promotional activities. Includes options like 'Out of Home (OOH) advertising', 'Social media ads/boosts', 'Display ads', etc.

Summarize the proposed marketing, advertising and promotional campaign indicated above (include information about the target audience/locations, frequency of advertising, and other pertinent campaign information):

Krewe du Lac uses social media and our website to publicize the events sponsored in Kemah and on behalf of Kemah. Krewe du Lac uses direct mailing to our large database to promote upcoming events as well. Krewe du Lac uses promotional items with Kemah information to give out during the other parades and events in surrounding counties. Krewe du Lac also uses its website and social media to advertise and promote Krewe and Kemah activities and events. Many of these activities are scheduled in advance so that visitors can book hotel rooms to make participation easier. KDL works with the city and police department to best schedule events to link into the local events.



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

When will the campaign begin? October 1, 2025

Does the Project have a website, social media page or tagging? If so, list below.

Social Media: Facebook.com/Krewedulac
Spaces/Wix App Krewe du Lac- Kemah
Instagram.com/krewedulackemah
Website: Website: www.krewedulackemah.com
Tagging (i.e., #DiscoverKemah): #Krewedulac #Krewedulackemah #DiscoverKemah

Will you submit press releases about the event? No

Who is responsible for writing and distributing press releases? Contact:
Phone: Email:

What geographic area does your advertising target?

100 mile radius from Kemah

How many individuals located in another city or county will your proposed marketing reach?

100,000

IV. CERTIFICATION

I have read the City of Kemah's Local Hotel Occupancy Tax (HOT) use guidelines and fully understand the local HOT funding application process and rules governing the proper use of hotel occupancy tax. Any funding awarded for the aforementioned event/project will be used to forward the efforts of the City of Kemah and Discover Kemah in directly enhancing and promoting tourism and the hotel industry by attracting visitors from outside the City of Kemah.

I certify the information contained herein and attached to this application is true and correct to the best of my knowledge. I hereby acknowledge that any funding received from the City of Kemah must be expended as I have represented in this application and according to any requirements set by the City of Kemah Council and the program guidelines. I agree that if funds are not expended accordingly, in the opinion of the City of Kemah, said funds will be returned to the City of Kemah within ten (10) days from the date the City of Kemah demands such.

I understand that submission of an application does not guarantee funding, in whole or in part.

Krewe du Lac of Kemah, TX
Business/Organization Name

D'Anne Conrad
Applicant's Signature

08/01/2025
Date

D'Anne Conrad
Applicant's Printed Name



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

SEE SEPARATE ATTACHMENT 1

SAMPLE BUDGET

Event or Program Name:

*Denote expenses to be covered using Hotel Occupancy Tax

| | | <u>Projected</u> | <u>Actual</u> |
|-------------------|------------------------------------|---------------------|---------------|
| Income | | | |
| | Event Fund Account Balance | \$ 75,000.00 | |
| Sponsorship | | | |
| | Tourism Office | \$ 3,000.00 | |
| | Bluebonnet Art Council | \$ 1,000.00 | |
| | A+ Junior College | \$ 250.00 | |
| | Registrations / Tickets | \$ 5,000.00 | |
| Donations | | | |
| | Silent Auction | \$ 750.00 | |
| | Total Income: | \$ 85,000.00 | |
| Expenses | | | |
| Direct Expenses | | | |
| Advertising | | | |
| | *Texas Events Calendar (Example) | \$ 2,000.00 | |
| | *AAA Southern Traveler (Example) | \$ 3,000.00 | |
| | *Email blast (Example) | \$ 500.00 | |
| | *Radio | \$ 10,000.00 | |
| Printing | | | |
| | Handouts | \$ 500.00 | |
| | Shirts | \$ 1,000.00 | |
| | Billboards | \$ 50,000.00 | |
| | Security | \$ 2,000.00 | |
| | Transportation | 3,000 | |
| | Speakers and Entertainment | 7,400 | |
| | Subtotal Direct Expenses: | \$ 79,400.00 | |
| Indirect Expenses | | | |
| General Overhead | | | |
| | Office Supplies | \$ 600.00 | |
| | Support Staff | \$ 5,000.00 | |
| | Subtotal Indirect Expenses: | \$ 5,600.00 | |
| | Total Expenses: | \$ 85,000.00 | |
| | Profit / (Loss): | \$ - | |
| | *Total HOT expenses | \$ 15,500.00 | |



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

Attachment 2

SEE ALSO ATTACHMENT 2A
Marketing Plan Worksheet

This worksheet is intended to be used as a tool to organize the proposed marketing plan, which is a required supplement to all Sponsorship Funding applications.

Overall Project budget: \$26,607

Total Marketing Expenses: \$5450

Print Advertising

Briefly discuss print ad promotions planned to be placed in newspapers, magazines or on flyers.

The Krewe's Into Kemah Mardi Gras Parade would be placed in newspapers, magazines, and flyers

The Christmas Pub Crawl & Toy Drive & Coronation Ball would be in magazine and flyers

Socials & other events would be on flyers

List the total number of subscribers for each print publication.

Table with 2 columns: Name of Publication, Number of subscribers/recipients. Rows include newspapers (Galveston Daily News, Seabreeze), magazines (Bay Area Houston Magazine, other local magazines), flyers (distributed by Krewe du Lac), and other.



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

Digital Advertising

- When discussing digital marketing, be sure to include how visitation will be measured, or the key performance indicators (i.e. visitors to the website, app downloads, banner/ad clicks, impressions, etc.).
• Include the number of subscriptions for the print advertising. The media agency usually supplies this information.

Please briefly explain any social media promotions, blogs, special websites, or other digital promotions (such as e-newsletters, blasts) and the goals of each (i.e., total reach, Click-Thru- Rates, unique/new page visitors, length of page sessions, etc.)

Krewe du Lac uses social media and our website to publicize the events sponsored in Kemah and on behalf of Kemah. Krewe du Lac uses direct mailing to our large database to promote upcoming events as well. Krewe du Lac uses promotional items with Kemah information to give out during the other parades and events in the State of Texas with emphasis on Houston-Galveston Region & Lake Charles (LA)

Krewe du Lac posts on Facebook, Instagram, website, and Spaces by Wix phone application. Once the annual schedule of events is determined, KDL publishes that schedule online and on paper to promote event participation and encourage overnight stays.

Krewe du Lac prints posters, post cards, and Pub Crawl placards with the schedule annually for distribution. Krewe du Lac will work with free advertising options around the State of Texas to promote the event including Texas Highways, Texas Parks & Recreation, and Houston Culture Map.

We hope to have the following companies spotlight Kemah events again - David James with Eye Candy Media - www.davidjames.info and John Pfister with Action 5 News, https://johnpfister.smugmug.com/Kemah-Mardi-Gras-Parade-25

Number of Digital Impressions: _____ Actions/Clicks: _____

Radio/TV

Briefly describe any radio or TV promotions and the goals or reach of each.

Krewe du Lac will work to promote on the Kelly Williams Show on My Home TV, Action 5 News, and i45Now as well as other local TV Stations serving the greater Houston area.

Other

Briefly describe any other promotions or marketing campaigns not mentioned above, such as highway billboards, fun promotions (such as giveaways), booths at other events, etc.

Krewe du Lac participates in various cook-offs & a fish-off. We set up a booth with info to promote our group and Kemah.

Krewe du Lac provides promotional giveaways at various events such as the Ball, parades, Christmas pub crawl, socials, and other events where a booth and/or float is set up.

Krewe du Lac Float has an electronic sign, Discover Kemah banner and flag to promote Kemah during parades and events throughout surrounding counties.



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

Overall (print + digital + radio/TV), estimate how many individuals the marketing plan may reach.
100,000

How many targeted individuals/families are at least 60 miles from Kemah? 5000+



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

ATTACHMENT 1: SAMPLE BUDGET

ANTICIPATED REVENUE (Profit)

| | |
|--|------------------|
| Ball Tickets | 8,925.00 |
| Sponsors (T-Bone Tom's, Alspahgh, Pomodoro's Collard Jewelers) | 2,000.00 |
| Raffle Tickets | 2,000.00 |
| Parade Ride Tickets | 1,500.00 |
| Membership Dues | 4,682.00 |
| Donations | 3,000.00 |
| SUB-TOTAL | 22,107.00 |
| Kemah HOT Funds, if awarded | 4,500.00 |
| Total | 26,607.00 |

ANTICIPATED EXPENSES (Loss)

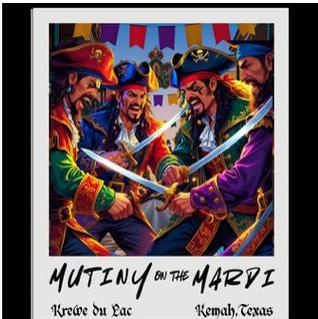
| | |
|--|------------------|
| Ball Expenses | 6,500.00 |
| Printing & Copying | 550.00 |
| Advertising & Marketing | 950.00 |
| Bank & CC Fees | 200.00 |
| Post Office | 175.00 |
| CPA Fees | 150.00 |
| Web Site | 700.00 |
| Event Supplies | 800.00 |
| Entertainment | 2,000.00 |
| King Cake Party | 500.00 |
| Parade Fees | 700.00 |
| Charity Donations | 4,200.00 |
| Float Maintenance & Decorations | 1,250.00 |
| Promotional Items (HOT Fund Expense) | 4,500.00 |
| Transportation Expense (drivers to pull float) | 550.00 |
| Fund Raising Expenses | 500.00 |
| Insurance | 1,362.00 |
| Float Storage | 1,020.00 |
| Total | 26,607.00 |



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

ATTACHMENT 2A: PLANNED & PROPOSED ADVERTISING: PROMOTION ITEM SAMPLES

The final selection of all promotional flyers, items, and designs has not been made. Please see samples from 2024-2025 and proposed items.



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

ATTACHMENT 2A CONTINUED: PLANNED & PROPOSED ADVERTISING: PROMOTION ITEM SAMPLES



Customized
Lighthouse
Squeezie Stress...





2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

ATTACHMENT 2B: 2025 – 2026 CALENDAR OF EVENTS

Krewe du Lac plans the upcoming year beginning in June of each year. Major Mardi Gras activities are set based upon the actual date of Fat Tuesday which moves annually. Mardi Gras: Galveston holds their celebrations the two weekends prior to Fat Tuesday and then the final city parade on the special day itself. Krewe du Lac participates in Mardi Gras activities around Galveston County: Texas City, City of Galveston, and Kemah.

KDL also plans monthly/bi-monthly social events to continue the fun year-round plus participates in events in surrounding counties.

Below is the tentative schedule for Krewe du Lac events, Oct. 1, 2025 – Sept. 30, 2025. Some events are dependent upon the City of Kemah, local city planners, and other organizations.

October 2025

- KDL Social – TBA
- 10/25 – 8PM Halloween Party at Last House on the Left – Kemah*

November 2025

- KDL Social – TBA

December 2025

- 12/? – TBA Kemah Christmas Tree Lighting and parade (?)
- 12/6 – 6PM Holiday in the Park Parade – League City
- 12/12 – 6PM KDL Christmas Pub Crawl & Toy Drive at T-Bone Tom's
- 12/13 – 7PM 64th Annual Christmas Boat Lane Parade
- KDL Social - TBA

January 2026

- 1/4 – 2-4PM King's Cake Party at Opus Ocean Grille
- 1/23 – 6PM KDL Coronation Ball at Landry's Kemah Boardwalk*
- TBA – Krewes Into Kemah Mardi Gras Parade (possible 1/24 or 1/31)*
- TBA – Texas City Mainland Mardi Gras Parade (possible 1/24 or 1/31)

February 2026

- 2/6 to 2/8 – Galveston Mardi Gras First Weekend – KDL to participate in one parade TBA
- 2/7 – Yachty Gras
- 2/13 – 7:30PM All Krewe Parade (Galveston)
- 2/15- Noon Shriner's Children's Texas Sunshine Kids Parade – Galveston (with Dash Gordon Foundation)
- 2/17 – 6:30PM Fat Tuesday parade (Galveston)



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

ATTACHMENT 2B CONTINUED: 2025 – 2026 CALENDAR OF EVENTS

March 2026

- KDL Social – TBA

April 2026

- KDL Social – TBA

May 2026

- KDL Social – TBA

June 2026

- KDL Social – TBA

July 2026

- 4/4 – Kemah Independence Day Parade*
- KDL Social – TBA

August 2026

- KDL Social – TBA

September 2026

- KDL Social – TBA

*Indicates Hotel Use

Krewe du Lac participates in an annual Chili Cook-off, annual Gumbo or BBQ Cook-off, and fishing tournament - all sponsored by other groups. Those dates have not been announced at this time.

Krewe du Lac participates and/or volunteers at City of Kemah events and local volunteer organizations throughout the year. Those dates have yet to be announced.



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

ATTACHMENT 3: POST EVENT REPORT

As the year does not end until September 30, 2025, a full Post Event Report will be submitted at that time. An after-action report for the Krewes Into Kemah Mardi Gras Parade was submitted to the City February 16, 2025.



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

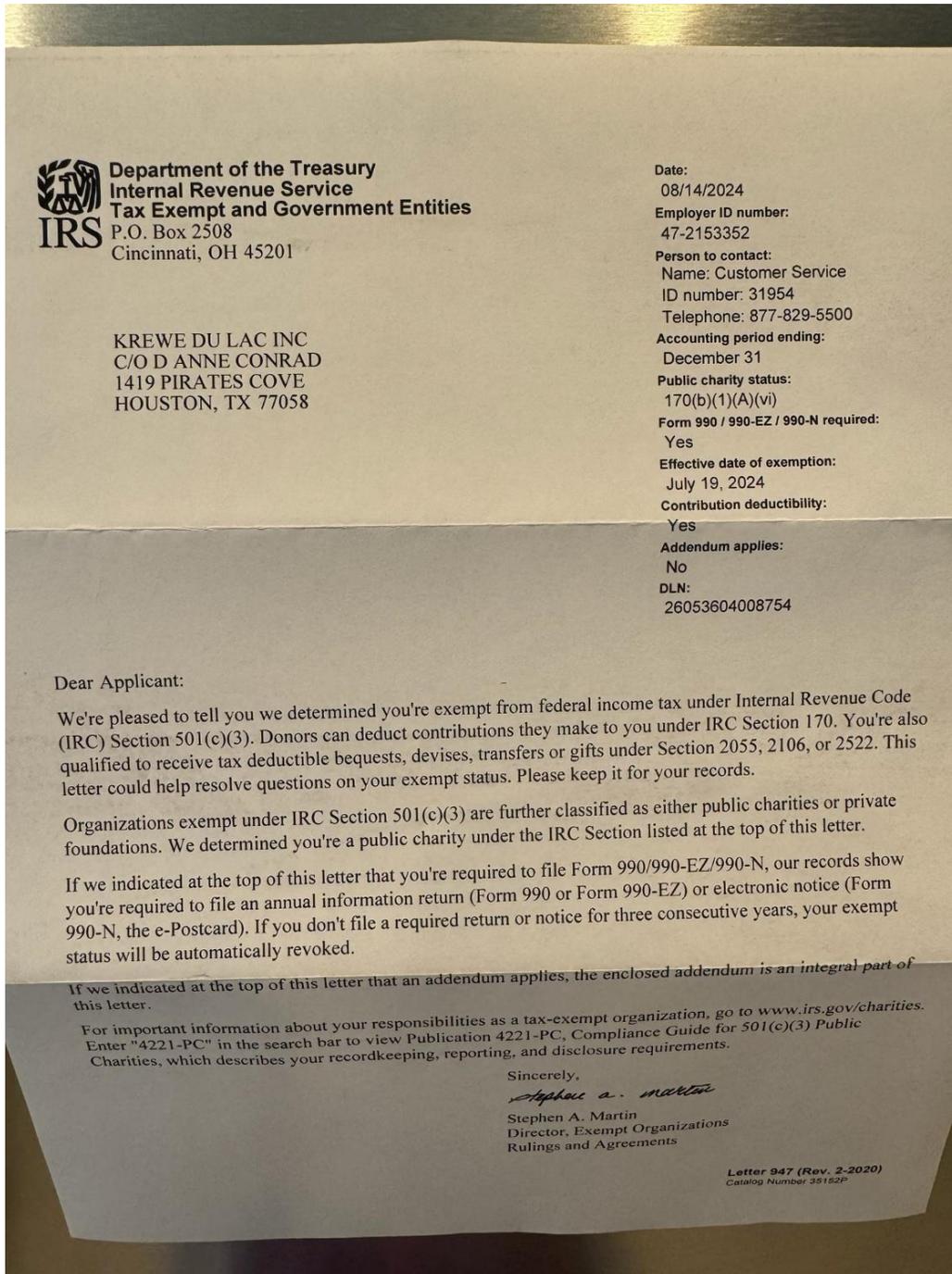
ATTACHMENT 4: 2024 – 2025 FINANCIAL STATEMENT

| | |
|---------------------------------|------------------|
| REVENUE | |
| Ball Tickets | 8,500.00 |
| Sponsors | 2,000.00 |
| Raffle Tickets | 1,293.76 |
| Parade Ride Tickets | 1,127.50 |
| Membership Dues | 4,371.01 |
| Donations | 3,102.00 |
| Kemah Hot Funds | 6,000.00 |
| Total | 26,394.27 |
| | |
| EXPENSES | |
| Ball Expenses | 4,654.48 |
| Printing & Copying | 348.73 |
| Bank & CC Fees | 94.31 |
| Post Office | 150.00 |
| Web Site | 467.64 |
| Entertainment | 1,050.00 |
| King Cake Party | 433.24 |
| Parade Fees | 400.00 |
| Charity Donations | 3,693.00 |
| Medallions | 1,450.02 |
| Insurance | 1,362.00 |
| Float Decorations & Maintenance | 1,038.83 |
| Float Construction | 11,252.02 |
| Total | 26,394.27 |



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

ATTACHMENT 5: 501-C3 INTERNAL REVENUE SERVICE DOCUMENTATION



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

KREWE DU LAC INC
C/O D ANNE CONRAD
1419 PIRATES COVE
HOUSTON, TX 77058

Date: 08/14/2024
Employer ID number: 47-2153352
Person to contact: Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending: December 31
Public charity status: 170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required: Yes
Effective date of exemption: July 19, 2024
Contribution deductibility: Yes
Addendum applies: No
DLN: 26053604008754

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,
Stephen A. Martin
Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Letter 947 (Rev. 2-2020)
Catalog Number 35152P



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

ATTACHMENT 6: PROOF OF INSURANCE

FIRST-CLASS MAIL

NEW
Renewal of Number

United States Liability Insurance Company
1190 Devon Park Drive, Wayne, Pennsylvania 19087
A Member Company of United States Liability Insurance Group

POLICY DECLARATIONS
No. NBP1572643

NAMED INSURED AND ADDRESS:
KREWE DU LAC, INC.
PO BOX 48
KEMAH, TX 77565

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and this insurer is not a member of the property and casualty insurance guaranty association created under 462, Insurance Code. Chapter 225 Insurance Code, requires payment of a 4.85 percent tax on gross premium.

POLICY PERIOD: (MO. DAY YR.) From: 01/09/2025 To: 01/09/2026
FORM OF BUSINESS: Non-Profit Corporation
BUSINESS DESCRIPTION: Foundation

12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

| | PREMIUM |
|--|-------------------|
| Businessowners Liability Coverage Part | \$1,147.00 |
| Businessowners Property Coverage Part | \$105.00 |
| Wholesaler Broker Fee | \$110.00 |
| TOTAL: | \$1,362.00 |

Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue
See Endorsement EOD (1/95)

Agent: TAPCO- KL (5576) (5576)
PO Box 296
Burlington, NC 27216

Broker: Angie Smith Agency
2450 South Shore Blvd
Ste 200
League City, TX 77573

Issued: 01/10/2025 3:13 PM

By: *Thomas P. Murrey*
Authorized Representative

UPD (08-07) THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY. Page 1 of 1

Hotel Occupancy Tax Sponsorship Application

Applicant Name:

Event/Project Name:

Evaluation Criteria

| Criteria | Points Possible | Points Awarded | Notes |
|--|-----------------|----------------|-------|
| Tourism Impact (Does the event/project demonstrate potential to attract visitors to Kemah and generate overnight stays?) | 0–30 | | |
| Economic Benefit (Will the event/project create a positive economic impact for local businesses, restaurants, hotels, etc.?) | 0–25 | | |
| Marketing & Promotion Plan (Is there a clear plan to promote Kemah to tourists beyond the local community?) | 0–20 | | |
| Alignment with State HOT Guidelines (Is the request consistent with allowed uses of HOT funds under Texas law?) | 0–15 | | |
| Budget & Accountability (Is the budget clear, realistic, and supported by documentation? Is there a plan for post-event reporting?) | 0–10 | | |

Total Points: _____ / 100

Reviewer Comments:

| | |
|----------------------|------------------------------|
| Organization | Offshore Thunder Productions |
| Sponsorship | Texas Outlaw Challenge |
| Date(s) | 6/17-21/26 |
| Amount Requested | \$30,000 |
| Previously Sponsored | Yes |
| Requested | \$25,000 |
| Approved | \$25,000 |

For Reviewer

Recommend approval?
Amount recommended?

Notes:



JUL 30 2025
4:48pm

2025/2026

KEMAH
T E X A S

HOTEL OCCUPANCY TAX

FUNDING APPLICATION



Hotel Occupancy Tax Sponsorship Program
Application Packet



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

I. ORGANIZATION INFORMATION

OFFSHORE THUNDER PRODUCTIONS LLC
Official Name of Organization

7/31/25
Date of Submission

PAUL ROBINSON
Contact Person

paul@texasoutlawchallenge.com
Email

4600 COUNTRY CLUB DR DICKINSON TX
Address

281-702-8744
Phone

texasoutlawchallenge.com
Website Address

(same)
Social Media (Facebook, Twitter, Instagram)

Is your organization: Non-Profit

Private/For Profit

Organizational Mission and Purpose:

PROMOTE MARINE RECREATION INDUSTRY TO INTERNATIONAL AND NATIONAL AUDIENCES AND PARTICIPANTS IN A 5-DAY BOATING EVENT FEATURING THE CLEAZAKE AND KEMAH AREA

SUPPORT LOCAL CHARITY ORGANIZATIONS

The following required documents must be submitted with the application:

- Last fiscal year's financial statement (profit & loss statement) for your organization as a whole
- Your organization's budget for the current year
- Copy of 501-C3 Internal Revenue Service documentation letter, if applicable
- FEIN / Tax ID#: 80-0162831
- Schedule of activities or events relating to the proposed event/project
- Samples of advertising planned and/or marketing copies from the previous event



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

II. EVENT/PROJECT/PROGRAM INFORMATION

OFFSHORE THUNDER PRODUCTIONS LLC
Host Organization

TEXAS OUTLAW CHALLENGE
Event/Project/Program Name

KEMAH + CLEAR LAKE
Primary Location of Event/Program

JUNE 17-21, 2026
Date

5-DAY EVENT
Event Time(s) - Start & End

AUGUST 2026
Due Date for 60-day Post-Event Report

Total Amount of HOT Funds Requested: \$30,000

How many years have you held this Event or Project? 18

Expected Attendance: 3000 to 5000

Primary Purpose of Funded Event/Program/Activity/Facility:

- SAME AS ORGANIZATIONAL MISSION AND PURPOSE -

How many people attending the Event or Project will use Kemah Hotels? 50%

Do you reserve a room block for this event at an area hotel, and if so, for how many rooms and at which hotels?

Table with 2 columns: Hotel Name, Number of Rooms. Rows include Boardwalk (20), Courtyard (40), Days Inn (20), Scottish Inn (20), Hilton (10).

If no room block has been established, contact the following Kemah hotels to establish availability, room blocks, and room rates:

- 1. Boardwalk Inn: 8 Kemah Water Front, (281) 334-9880
2. Courtyard by Marriott: 805 Harris Ave, (281) 334-0003
3. Days Inn: 1413 SH 146, (281) 549-4118
4. Hotel Bliss: 1411 Hwy 146, (281) 538-0077
5. Scottish Inn: 601 Texas Ave, (281) 334-4855

An additional list of Kemah Bed and Breakfasts and Short-Term Rental properties is available at kemah.tx.gov.



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

I understand that in the Post-Event Report, hotel room nights must be confirmed in writing by the designated hotel representative above for the event to receive credit for those room nights.

If no room block is established, how will you measure your event's impact on area hotel activity?

REGISTRATION REQUEST FORM

List other years (over the last three years) that you have hosted your Event or Project with the amount of assistance given from Kemah HOT Funds, attendance, and the number of hotel rooms used.

| Month/Year Held | Assistance Amount | # of Hotel Rooms Used | Attendance # |
|-----------------|-------------------|--------------------------|---------------|
| 2025 | \$ 25K | ESTIMATE: 954 RoomNights | 2000 estimate |
| 2024 | \$ 15K | ESTIMATE: 900 RoomNights | 1500 estimate |
| 2023 | \$ 15K | ESTIMATE: 900 RoomNights | 1200 estimate |

Methods used to determine attendance: (i.e., crowd estimates, ticket sales, registrations, sign-in sheet, etc.)

SPELTATION ESTIMATES
TICKET SALES
REGISTRATION FORMS

What percentage of your event/program attendees are estimated to be nonlocal visitors? 60 %

What percentage of your event/program attendees are local? 40 %

List any other organizations, government entities or sponsorship funding support for this event/project:

SEABROOK \$ 30K
NASCAR BAY \$ 15K
LEAGUE CITY \$ 5K

How will HOT Funds be used if awarded?

ADVERTISING, MEDIA CAMPAIGNS, WEBSITE, DIRECT MAILING, PROMOTIONALS



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

Will the event charge admission? YES

Do you anticipate a net profit from the event? What is the anticipated amount if there is a net profit, and how will it be used?

NET PROFIT: 0 \$K, FUNDING CHARITY

List Event Sponsors/Co-Sponsors:

KEMAH
SHADROCK
NASSAU BAY

Total Event Budget: ^{COST} \$ 270K

Percentage of Hotel Tax Support of Related Costs:

- 15% Percentage of total event costs covered by hotel occupancy tax
- 0 Percentage of total facility costs covered by HOT for the Funded Event/Program/Activity
- 0 Percentage of staff costs covered by HOT for the funded Event/Program/Activity

If staff costs are covered, estimate the percentage of time staff spend annually on the funded event(s) compared to other activities. n/a %

III. ADVERTISING AND PROMOTIONAL ACTIVITIES

Discover Kemah encourages organizations to market, advertise and promote projects to audiences at least 60 miles from Kemah. Check all elements the proposed Marketing Plan includes that meet this:

| | |
|--|--|
| <input checked="" type="checkbox"/> Out of Home (OOH) advertising <input checked="" type="checkbox"/> Radio <input type="checkbox"/> TV commercials <input checked="" type="checkbox"/> Booths (events or shows) <input checked="" type="checkbox"/> Print ads <input checked="" type="checkbox"/> Newspaper coverage <input type="checkbox"/> Other print _____ | <input checked="" type="checkbox"/> Social media ads/boosts <input checked="" type="checkbox"/> Display ads (digital banner ads, etc.) <input checked="" type="checkbox"/> OTT (internet/streaming ads) <input checked="" type="checkbox"/> Digital/Comprehensive campaign <input checked="" type="checkbox"/> Direct mail <input checked="" type="checkbox"/> Mobile advertising (phones) <input checked="" type="checkbox"/> Paid search advertising (PPC) |
|--|--|

Summarize the proposed marketing, advertising and promotional campaign indicated above (include information about the target audience/locations, frequency of advertising, and other pertinent campaign information):

- PLEASE REVIEW ATTACHED MARKETING SUMMARY -



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

When will the campaign begin? NOV 1, 2025

Does the Project have a website, social media page or tagging? If so, list below.

Social Media: TEXAS OUTLAW CHALLENGE

Website: TEXASOUTLAWCHALLENGE.COM

Tagging (i.e., #DiscoverKemah): YES

Will you submit press releases about the event? YES

Who is responsible for writing and distributing press releases? Contact: PAUL ROBINSON

Phone: 281-702-8744 Email: PAUL@TEXASOUTLAWCHALLENGE.COM

What geographic area does your advertising target?

NATIONAL + INTERNATIONAL

How many individuals located in another city or county will your proposed marketing reach?

IN 2025 WE REACHED 7 MILLION + AUDIENCE
(SEE OUR MARKETING REPORT ENCLOSED IN THIS APPLICATION PACKET)

IV. CERTIFICATION

I have read the City of Kemah's Local Hotel Occupancy Tax (HOT) use guidelines and fully understand the local HOT funding application process and rules governing the proper use of hotel occupancy tax. Any funding awarded for the aforementioned event/project will be used to forward the efforts of the City of Kemah and Discover Kemah in directly enhancing and promoting tourism and the hotel industry by attracting visitors from outside the City of Kemah.

I certify the information contained herein and attached to this application is true and correct to the best of my knowledge. I hereby acknowledge that any funding received from the City of Kemah must be expended as I have represented in this application and according to any requirements set by the City of Kemah Council and the program guidelines. I agree that if funds are not expended accordingly, in the opinion of the City of Kemah, said funds will be returned to the City of Kemah within ten (10) days from the date the City of Kemah demands such.

I understand that submission of an application does not guarantee funding, in whole or in part.

OFFSHORE TURNKEY PRODUCTIONS LLC

Business/Organization Name

Paul Robinson
Applicant's Signature

7/31/2025

Date

PAUL ROBINSON
Applicant's Printed Name



TEXAS OUTLAW CHALLENGE

2026 EVENT SCHEDULE



Registered Participant armbands MUST be worn for entry into event activities.

TIME

LOCATION

| | | |
|-------------------------------------|--|---------------------|
| Monday, June 15th | On-Line Registration Deadline (Midnight) | |
| Wednesday June 17 | WELCOME OUTLAWS (Early Arrival) | |
| ▶ 6PM-8PM | Clearlake Power Boat Service: OUTLAW OPEN HOUSE & Gift | CLPBS |
| ▶ 8PM-10PM | SHOOTER Pre-Party! | Sammy G's |
| Thursday June 18 | REGISTRATION & STAMPEDE STREET PARTY | |
| ▶ 9AM-4PM | Team Arrivals | Kemah |
| ▶ 11am-2PM | LOCK'N LOAD FUN RUN OUTLAW Kick-off Pool Party | Houston Yacht Club |
| ▶ 6PM-9PM | GUNSLINGER Poker Run <i>Captain Bag Pick-up (Mandatory)</i> | Voodoo Hut - Kemah |
| ▶ 6PM-11PM | STAMPEDE Street Party: <i>Bars & Bands, Extreme Boat Displays</i> | Downtown Kemah |
| Friday June 19 | OUTLAW SHOOTOUT | |
| ▶ 8:30AM Sharp | SHOOT-OUT Boats (Only) Mandatory Safety Meeting | Lakewood Yacht Club |
| ▶ 9:AM | SHOOT-OUT Boat Staging | Lakewood Yacht Club |
| ▶ 9:AM-NOON | SHOOT-OUT: Spectator Viewing Brunch Party (Public) | "Shoreline Corral" |
| ▶ 10:00 – NOON | SHOOT-OUT Competition – "OFFSHORE OUTLAWS" | Clearlake |

ATTENTION: NO WAKE Zone: 8AM – NOON in Clearlake

| | | |
|-----------------------|---|-------------------|
| Friday June 19 | GUNSLINGER POKER RUN (Day 1) | |
| ▶ 9:00AM (Stop) | GUNSLINGER Poker Run Safety Meeting – Mandatory for all Captains | Sammy G's |
| ▶ 1PM-5PM (Stop) | MOST WANTED OUTLAW Pool Party/Lunch, Presented by DH TECH | Kenny's Casa |
| Random: (Stop) | <i>Marina Bay Harbor Marina</i> | Kemah Channel |
| Random: (Stop) | <i>Blue Marlin</i> | Kemah Channel |
| ▶ 5PM-7PM (Stop) | HANG'EN HIGH @ "Topwater Oasis" Palapa Bar & Buffet | Topwater Grill |
| ▶ 6PM -8PM (Stop) | CABO CLUB (Random Stop) | Clearlake |
| ▶ 7PM-9PM (Stop) | RAFT-OFF at SAMMY G'S | Sammy G's |
| ▶ 10PM | MISS OUTLAW BIKINI Contest | Kipp Rose - Kemah |

| | | |
|-------------------------|---|---------------------------|
| Saturday June 20 | GUNSLINGER POKER RUN (Day 2) | |
| ▶ 9AM-11AM(Stop) | O'NEILS – (Breakfast Buffet) | Bayland Marina – Bay Town |
| ▶ 10AM-Noon (Stop) | GULF OF AMERICA – Offshore Run (circle the anchored Cruiser) | Gulf of America |
| ▶ Noon -3PM (Stop) | GUNSLINGER POOL PARTY & LUNCH | Harborwalk |
| ▶ 4PM-7PM (Stop) | ACE IN THE HOLE "Champagne Showcase" Dockside Party | Pier 6 |
| ▶ 7PM-11PM (Stop) | OUTLAWS Awards Finale & Charity Casino | Hilton Hotel Ballroom |

ALL CARDS (POKER GAME PLAY) MUST BE COMPLETED BY 10:30 PM

| | | |
|-----------------------|---------------------------------------|-----------------------|
| Sunday June 21 | WOUNDED KNEE Pool Party | |
| ▶ 11AM-Afternoon | Presented By: PMC INDUSTRIAL SERVICES | Allan's Channel Ranch |

Registered Participant Armbands MUST be worn for entry into ALL event activities.

THANK YOU!



TEXAS OUTLAW CHALLENGE

2026 Marketing TARGETS & 2025 Promotions RESULTS

2026 Marketing and Promotions for the Texas Outlaw Challenge and the Texas Outlaw Fishing Tournament.

Exposure and Audience Reach for the event and all City and Industry Advertisers was via: Traditional Marketing, Social Media, Digital, Broadcasting, Internet, Website, Radio, Sponsor co-promotions, direct mail, e-blast, retail promotions, banners, marketing and public relations campaign to name a few. Note this is an overview of the Marketing and PR Campaign and does not include all marketing as some items have expired or some items via Broadcasting were live mentions and were not recorded. The Facebook Page, Website, Post Event follow-ups and updates for The Outlaw Challenge are constantly being updated with new updates and posts - reach/views are constantly expanding.

The Texas Outlaw Fishing Tournament expanded the reach via follower through joining over 25 fishing groups for expanded exposure.

Social media is expansive, this marketing overview shows a few examples of various FB pages, Instagram, Twitter, Snapchat YouTube; however, cannot encompass all the posts, reposts and organic social media that is supplement via Texas Outlaw Challenge sponsors, advertisers, supports, and followers.

| Media/Marketing Outlet | Marketing Type | Distribution | Impressions/ Reach/Views Visitors/Likes /Circulation |
|---|--|-----------------------------------|--|
| <p>National/International Industry Publications (Print and Digital)</p>  | <p><u>Major National Industry Magazines</u></p> <p><i>SpeedBoat Magazine: Full Page Color Ads, Cover Story in 1st Quarter, Pre-& Post Event Coverage and Event Coverage; Video and Links, FB Posts. Eblast and full event coverage in August issue. On-site coverage and article. Social Media coverage on the full 5-day event Helicopter coverage</i></p> <p><u>August 2022 issue to be released with full event coverage.</u></p> <p><i>Speed on The Water: Event highlights full page ads and calendar of events. Social Media promotions</i></p> <p><i>Offshore Only.com: Promotions, add and articles. On-line supplemental promotions</i></p> <p><i>Powerboating in Paradise – Add it to the monthly Magazine and mentions on the calendar. Distribution of Magazine at various events.</i></p> | <p>National and International</p> | <p>1,878,450</p> |

| | | | |
|---|---|---|-----------------------------------|
|     | <p>Onsite coverage by Speedboat, Poker Runs America and Circus Media</p> | | |
| <p>Broadcast – Radio</p>    | <p>Online event Calendar Listing an FB - Clear Channel Media Group: KBME - Sports radio, KODA-FM - Adult contemporary music, KPRC - Talk radio, KQBT - Classic Rock, KTBZ-FM - Alternative rock, KTRH-AM - News Talk radio- <u>Reach via full broadcasting numbers</u> Online Event Calendar inclusion. Additional Pod Cast for the event</p>  | <p>Local</p> | <p>482,300 Reach</p> |
| <p>Broadcasting- Television</p>    | <p>Mentions on Website- Listing on Community Calendar of Events for Local TV (ABC, NBC, CBS & CW) Texas Outlaw Challenge Promotional Video was sent to each station with an invite to attend.</p> <p>VHF 69 Radio Broadcast of the Shootout Races on Friday - 2 Hours. Face Book live via Texas Outlaw Challenge FB for 3 hours.</p> | <p>Local</p> | <p>551,460 Impressions</p> |
| <p>Event Advertisers / Manufacturers Cross Promotion – Local Area Merchants, Hotels, Charities</p> | <p>Over 60 sponsors - this is a small sampling of promotional & co-promotions with sponsors via their websites, social media, E-blasts, postcard distribution and promotions Manufacturers/Dealers promotions via websites and FB.</p> | <p>Local, Regional with some national organic distribution</p> | <p>392,540 Reach</p> |



Recognition and thanks to the cities, mayor and council of Seabrook, Kemah and Nassau Bay for their support.

This most significant performance boating event in Texas that supports a number of local Texas cities - Clear Lake, Nassau Bay, Kemah, El Lago, Pasadena, Seabrook, Baytown League City, San Leon, and Galveston!

Location Sponsors: Beacon Hill Guest House Bed & Breakfast, Best Western, Boardwalk Inn, Comfort Inn & Suites, Holiday Inn Kemah, The Hampton Inn Houston NASA, Clipper House Inn, Palm Lodge and Breakfast, Hilton Houston, Quality Inn Yacht Basin, Springhill Suites, La Quinta, Palm Lodge Bed and Breakfast, Old Parsonage Guest Houses Bed and Breakfast, Courtyard by Marriott Houston NASA

4:38 Jul 10
OUTLAWS! IT'S T...
Facebook page.

Special thanks to all our sponsors for their support! (Add a link to the sponsors here)

Thank you to the Cities of Seabrook, Kemah, Nassau Bay, Pasadena, El Lago, Clear Lake Shores, and League City for their support and sponsorship!

Shoutout to the volunteers!

See you at the Texas Outlaw Challenge



Face to Face Promotions



Events Regional/National:

The following are a few of the major events: Desert Storm Poker Run & Shootout, 1000 Island Poker Run, Lake Travis Power Boat Club, Tic Faw 200 Poker Run, World Finals Offshore Boat Races – Key West, Florida, Miami Boat Show, Lake of the Ozarks, TOPPS, TOPPS – Conroe, Texoma Powerboat Association, Possum Kingdom Muscle Boat Association, Orange Beach Flora Bama Run, Florida, Dallas, Texas Regional NHRA, Belle Rosa, LA NHRA; Tulsa, Ok NHRA to name a few
On-site promotions and distribution of invitations; full page ads, banners, exhibits, public relations, social media & website promotions.



Local, Regional & National

65,290 Reach



Face to Face Promotions continued with For the Texas Outlaw Fishing Tournament



Participated in over a dozen- attending various fishing tournaments, support with booth and entry fees in each. Distribution of promotional material for event , 1st Annual Fishing Tournament Jackie's Brickhouse, Got Fish Expo, First Responders Fishing Tournament, Galveston Fishing Charters, Houston Fishing Show - GRBCC, The Boaters Club Clear Lake Member Meeting, Pat Doyle 20th Annual Fishing Tournament, and Sisters Helping Sisters Fishing, 27th annual AADE Saltwater Fishing Tournament to name a few. Also, hand distribution of invitations to over 40 businesses



Magazines – Print & Digital (Local)



Support from local area magazine Post show overview of the event promotions via Social Media and on site. promotions: event coverage via FB live, Promotions. Calendar listings in Culture Map, Texas Mariner, Bay Area Houston, Gulf coast Mariner and to name a few in addition to the fishing magazines for the Texas Outlaw Fishing Tournament and all supplemented with social media. [culturemap](#)

Local/ Regional

153.240 Circulation

Newspaper Print & Digital



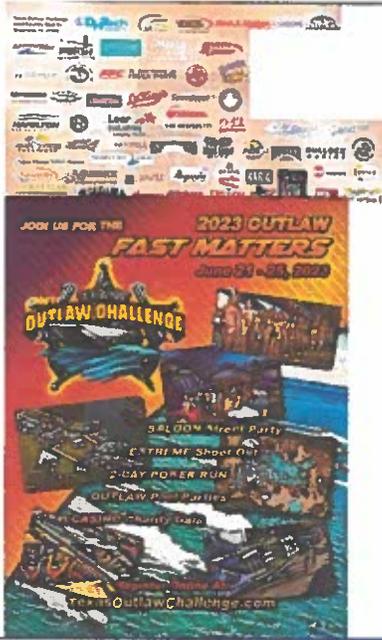
Houston Chronicle, Houston Community Newspapers 26 Regional Papers; Culture Map, Galveston Daily News - includes calendar listing on the website and FB. Listing via website for Houston 365 – Top Things to do in Houston *Circulation number reflects the entire circulation of the media.*

Local/ Regional

969,735 Circulation



Promotional Material / Public Relations



A comprehensive assortment of Promotional material and Public Relations was used for the event. Included by not limited to Invitations, Flyers, Banners, Postcards, Tents, Banners, Maps, Tents, Newsletter, Poker Run Punch Card, Advertiser Promotions, Public Admission, Press Releases, E-blasts Promotions (National/Regional/Local) Sponsors were included in the Public Relations Campaigns and on-site signage.



Local/ Regional /National



65,980 Reach



Social Media General



This is an exceedingly small sampling of the general FB, Twitter, Instagram, Social Media, You Tube – General / Organic was supplanted with Event expanding to Twitter, Instagram and Snapchat. Included Texas Outlaw Fishing Tournament and Videos. Note, a majority of the social media information will be found in the Official FB Social media section. This is only a sampling

Organic

852,490 Views/Followers



Official FB Pages / Social Media



Daily Postings, Pre-Posting, reposting, Shares, Likes and Paid Promotions; Heavy Social Media Coverage, Video Posting and Outreach, Media Postings, Features. Two FB Pages Community and 2 Group and the addition of the Texas Outlaw Fishing Tournament FB Page. Over 600 Posts since in 2023 in addition to the reposts and shares. Coverage various social media, video, YouTube, Reels and Facebook Live. *This includes joining 40 fishing groups and informing members of the new event.*

This does not include an organic reach.



Local/Regional /National/ Organic

**1512314 Reach Views
13825 - Followers**

www.Texasoutlawchallenge.com



Official Website for both events - Key information and promotion vehicle. Six months of promotions – with the maximum promotion the last two months prior to the event.



Local/Regional /National/ Organic

49345 Page Views

2026 TEXAS OUTLAW CHALLENGE: EVENT BUDGET ESTIMATE

Event Dates: June 17-21, 2026

Attendance: 150+ Boat Teams & 1700 Guests + 1250+ Spectators

EVENT COSTS: (2026 Estimates)

2025 Advertising: (Plus 5%)

- Local Banner/Signage Services
- Local Advertising Purchases
- Advertising Shirt Design and Production
- Advertising Printing and packaging
- National Magazine Ads
- Marine Clubs and Newsletter Production
- Local and National Mailing
- Website Production and Advertising Management
- Media Relations Management and Support
- Advertising Exposure and Outreach Campaign (Local, State, National, International)
- Pre-Event marine function(s) advertising articles

2026 TOTAL Estimate: \$112,350

2025 Transportation: (Plus 5%)

- Event Shuttles
- VIP Support
- Helicopter (x3) Support

2026 TOTAL Estimate = \$11,655

2025 Food & Beverage: (Plus 5%)

- Wednesday Volunteers
- Wednesday Welcome
- Thursday Registration
- Friday Breakfast
- Friday Lunch
- Friday Dinner
- Saturday Breakfast
- Saturday Lunch Event
- Saturday Dinner Event
- Sunday Lunch

2026 TOTAL Estimate = \$80,325

2025 Safety & Security: (Plus 5%)

- Ambulance Services (x2)
- Safety Dive Team
- Emergency Response Watercraft
- Helicopter Standby Service
- GPS Speed Limit Devices
- Safety Flags and Buoys
- Security
- **2026 TOTAL Estimate = \$16,380**

2025 Local Equipment and Infrastructure Rentals and Contracting: (Plus 5%)

- Sanitation = \$4800
- Tenting = \$5500
- Dockage and Site Reservation(s) Contracting = \$5000
- Dock Preparations (Additional Safety) = \$2500
- **2026 TOTAL Estimate = \$18,690**

2025 Shipping: (Plus 5%)

- Sponsor/Vendor Support= \$5000
- Participant Packages = \$2500
- Magazine Ad Distribution = \$2500
- **2026 TOTAL Estimate = \$10,500**

2025 Accommodations: (Plus 5%)

- Complimentary VIP (3) = \$2000
- National Photography Crew = \$1000
- Media Crew = \$1200
- National Magazine Representatives/Editors = \$1000
- **2026 TOTAL Estimate = \$5460**

2025 Awards: (Plus 5%)

- Appreciation for Sponsors = \$6000
- Event Winners = \$10,000
- VIP's = \$4000
- **2026 TOTAL Estimate = \$21,000**

2026 TOTAL EVENT COST ESTIMATE = \$276,360



2025 Texas Outlaw Challenge: Local Revenue Summary

Event Date: June 18-22 (representing 18th Annual)

Attendance Base: 100+ Poker Run boats & 1500 guests + 300 guest Fishing Tournament

TRANSPORTATION

100 boats (200gal fuel tanks) = 20,000 gals x \$5.25 = \$105,000

\$105,000 x two fill-ups = \$210,000

40 Non-local participant trucks (boat towing) x 60 gallons (re-fuel) = 2400 gal x \$4.00 = \$9600

Rental Cars (40) x \$150 = \$6000 + Fuel (40x15galx\$4.85) = \$2910.

TOTAL TRANSPORTATION = \$228,510

ACCOMMODATIONS

Event is a 4 night evening-stay activity

Non-Local: Vendors + Visiting Weekend Spectators = 100 Rooms (estimate) = 400 Room Nights

Non-Local: Registrations (from Registration Form): 50 boats = 100 (Captain and 1st Mate) + 284 Crew = 384 Non-Local Guests
384 persons is represented by 50 couples, and 284 singles

COUPLES: 50 divided by 2 = 25 rooms (couples) x 4 night event-stay = 100 room nights

SINGLES: 284 rooms – (55% sharing a room) = 156 rooms x 4 night event-stay = 624 room nights

Fishing Tournament: 150 participants and vendors (estimate 30 rooms for 2 nights) = 60 room nights

Average room night cost including taxes = \$150

TOTAL ACCOMODATIONS = (200+100+624+60) = 984 Room nights x \$150. = \$147,600

FOOD & BEVERAGE (Event Participant Purchases)

Thursday: Event Food = \$3000.00

Thursday Evening: Beverages = 900 participants x 2drinks x \$7.00 (average) = \$12,614.00

Friday Breakfast: 900 x \$8.00 = \$7200.00

Friday Lunch: 900 x \$20.00 = \$18,000.00

Friday Evening: \$13,500.00

Friday Afternoon/Evening: Beverages = 1500 participants x 3drinks x \$6.00 (average) = \$27,000.00

Saturday (Event food): \$18,000.00

Saturday Beverages: = 1500 participants x 3drinks x \$7.00 (average) = \$31,500.00

Sunday Lunch and Beverages: 500 x \$10.00 = \$5000.00

Weekend grocery purchases: On-board boat and hotel room groceries:

Visiting Guests Purchases: 900 x (\$10 each of 4-days) = \$36,000

Boat Groceries and Beverages: 170 x \$100 = \$17,000

EVENT FOOD & BEVERAGE = \$188,804.00

2025 Texas Outlaw Challenge: Local Revenue Summary

Page 2

LOCAL EQUIPMENT RENTALS AND SUPPORT PURCHASES

Tent rentals and banquet supplies = \$25,500
Security = \$8500
Sanitation = \$4000
Media Helicopter and Photo Staff = \$7500
Local Food Purchases and labor prep for banquets = \$11,500
Support Equipment & Shipping = \$11,000
Guest shuttles (during late evenings) = \$2500
Local Labor and infrastructure for event production = \$12000
TOTAL = \$82,500.00

ADVERTISING (National & International Marketing)

Local Banner/Signage Services = \$6500
Local Advertising & Ad Merchandise Purchases = \$24000
Local Award Purchases for Sponsors and Guests = \$9800
Advertising Printing and Packaging Purchases = \$9000
National Magazine Ads - \$7000
Distribution to National Clubs and Newsletters - \$2500
Local and National Mailing - \$3500
Website Advertising Management - \$7500
Media Relations Support - \$8000
Exposure and Audience Reach Program (Local, State, National & International) - \$25,000
Marketing & Communications Management Service - \$4200
TOTAL = \$103,950.00

2025 TOTAL Estimate: "SUPPORTING LOCAL COMMERCE" = \$751,364

JOIN US FOR THE **18TH ANNUAL**
TEXAS OUTLAW CHALLENGE
LOCK N' LOAD

June 18 - 22, 2025

SALOON Street Party

EXTREME Shoot Out

2-DAY POKER RUN

OUTLAW Pool Parties

CASINO Charity Gala

Register Online At:

TexasOutlawChallenge.com





KEMAH
TEXAS



Beck & Beck
SEGUIN | BUICK GMC



HARBORWALK

Speedboat
MAGAZINE

HUNTER
HEAVY
EQUIPMENT

KEWOOD
YACHT CLUB



WICK
CONSTRUCTION



RON HOOVER



WMF INVESTMENTS



HOUSTON
TRUCK PARTS

RV & MARINE CENTERS

American Offshore



THANK YOU FOR THIS YEAR'S EVENT. THANK YOU!

Texas Marine Island Services

Hotel Occupancy Tax Sponsorship Application

Applicant Name:

Event/Project Name:

Evaluation Criteria

| Criteria | Points Possible | Points Awarded | Notes |
|--|-----------------|----------------|-------|
| Tourism Impact (Does the event/project demonstrate potential to attract visitors to Kemah and generate overnight stays?) | 0–30 | | |
| Economic Benefit (Will the event/project create a positive economic impact for local businesses, restaurants, hotels, etc.?) | 0–25 | | |
| Marketing & Promotion Plan (Is there a clear plan to promote Kemah to tourists beyond the local community?) | 0–20 | | |
| Alignment with State HOT Guidelines (Is the request consistent with allowed uses of HOT funds under Texas law?) | 0–15 | | |
| Budget & Accountability (Is the budget clear, realistic, and supported by documentation? Is there a plan for post-event reporting?) | 0–10 | | |

Total Points: _____ / 100

Reviewer Comments:

| | |
|---|--|
| Organization | Party Parrots and Texas Festival Groubds |
| Sponsorship | Non listed |
| Date(s) | 9/19/25-1/20/26 |
| Amount Requested | \$4,000 |
| Previously Sponsored Requested Approved | Yes - but not approved last year |

For Reviewer

Recommend approval?
Amount recommended?

Notes:

Citizens for Avian Protection, Inc

10878 Westheimer, Ste 254

Houston, TX 77042

713.805.3100 / 713.783.2473

www.caphouston.org / www.partyparrots.com

August 1, 2025

RE: Kemah HOT FUND Application Request 2025-2026

Dear Dept of Tourism:

Cap, Inc. Is a Texas 501(C)3 Non-Profit organization that provides rescue and rehabilitation for tropical endangered parrot species west of Houston, TX. Enclosed is our application for the HOT FUNDS for the 2025-2026 season. In conjunction with our local partners Party Parrots Parading Pirates and Texas Festival Grounds we offering our proposal for consideration. We have received funds in previous years, however, did not qualify for the 2024-2025 year. We are eager to continue our local collaboration with our city partners in Kemah as Tourism Ambassadors so that more visitors will " stay and play" in "The Gateway to the Bay". " Krewes in Kemah" and the City Logo appear on all our promotional materials, banners, flyers and Custom Flags. Numerous outstanding photos of the Pirate Ship have appeared on the front page covers of the Galveston Daily News and the Bay Area News magazine and social media praising Kemah, TX. The pirates provide colorful and photogenic volunteers at all events. We have continuously been an AWARAD WINNING TEAM promoting Kemah Tourism near and far. In our request for consideration is a sampling of our upcoming personal appearance calendar for 2025-2026. In addition, we are adding a Pirate Poker Pub Crawl (Lighthouse District) and a Pirate Soiree (Clear Creek Winery) Fundraisers. This will provide an additional evening for lodging revenue for the community. According to the in house records maintained by Jackies Brickhouse, attendance has continued to increase annually with an average of 500 customers. The Pirate Fest Weekend is unquestionably a financial windfall for the community. Please feel free to contact us with any questions or concerns.

Best Regards



City of Kemah Hot Fund Application Attachment

Personal Appearance Schedule

September 2025

Galveston Sandcastle

Pirate Soiree

Galveston Pirate Festival

October 2025

Galveston Parade of Mystic Boo

Kemah Trunk or Treat

November 2025

Kemah Veterans Day

December 2025

Kemah Christmas Tree Lighting

Shop with a Cop Pub Crawl Fundraiser

Kemah Christmas Boat Parade

January 2026

Texas City Mardi Gras of the Mainland Parade

Kemah Mardi Gras Pirate Poker Pre Fest Fundraiser

Kemah Mardi Gras Parade

Kemah Pirate Fest Float Appearance/Celebrity Autograph Signing

Kemah Pirate Fest

FEBRUARY 2026

Galveston Mardi Gras Poster Reveal

Galveston Mardi Gras Krewe of Aquarius Parade

Galveston Mardi Gras Krewe of Babalu Parade

Galveston Mardi Gras Krewe of KRBE Parade

Galveston Mardi Gras Shriners Children's Parade

Galveston Mardi Gras Fat Tuesday All Krewe Parade

MARCH 2026

Houston 100 Club St. Patrick's Day Parade

Bubba Bayou Chili Cookoff Fundraiser

APRIL 2026

Galveston Steampunk Festival

Houston Art Car

MAY 2026

Houston International Festival

JULY 2026

Kemah 4th of July Parade

Kemah Red/White/Blue Festival



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

I. ORGANIZATION INFORMATION

Citizens For Avian Protection, Inc
Official Name of Organization

August 1, 2025
Date of Submission

Scarlett Macaw
Contact Person

smacaw@partyparrots.com & smacaw@hotmail.com
Email

10878 Westheimer, Ste. 254, Hou., TX. 77042
Address

713.783.2473(w)/ 713.805.3100(c)
Phone

www.caphouston.org/ www.partyparrots.com
Website Address

Social Media (Facebook, Twitter, Instagram)

Is your organization: [X] Non-Profit

[] Private/For Profit

Organizational Mission and Purpose:

Party Parrots Parading Pirates and the Kemah Pirate Ship Float utilizes exotic birds and pirate themed costumed performers, volunteers and walkers and a rolling pirate ship float to entertain, fundraise and increase community awareness about avian conservation. The goal of these projects are to promote tourism in the Kemah, TX area by representing the City in Public Events, Parades, Fundraisers and Community Activism.

The following required documents must be submitted with the application:

- Last fiscal year's financial statement (profit & loss statement) for your organization as a whole
Your organization's budget for the current year
Copy of 501-C3 Internal Revenue Service documentation letter, if applicable
FEIN / Tax ID#: EIN # 86-1050458
Schedule of activities or events relating to the proposed event/project
Samples of advertising planned and/or marketing copies from the previous event



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

II. EVENT/PROJECT/PROGRAM INFORMATION

Party ~~at~~ Party Parrots and Texas Festival Grounds

Host Organization

Kemah Lighthouse District

Primary Location of Event/Program

6pm - 10pm both events

Event Time(s) - Start & End

Event/Project/Program Name

September 19,2025 & January 30,2026

Date

November 18,2025 & March 31,2026

Due Date for 60-day Post-Event Report

Total Amount of HOT Funds Requested: 4000.00

How many years have you held this Event or Project? 2nd yr Pub Crawl & 1st year new event adding to our calendar

Expected Attendance: 50 Winery event 150 Pub Crawl

Primary Purpose of Funded Event/Program/Activity/Facility:

Fundraiser for CAP, Inc non-profit

How many people attending the Event or Project will use Kemah Hotels? 50 + each event

Do you reserve a room block for this event at an area hotel, and if so, for how many rooms and at which hotels?

Hotels will provide an event code to track the progress and provide an event post statement. Post event surveys along with internal marketing surveys to include hotels, motels, RV camping, camping,private lodging, Air B&B and marina lodging.

If no room block has been established, contact the following Kemah hotels to establish availability, room blocks, and room rates:

- 1. Boardwalk Inn: 8 Kemah Water Front, (281) 334-9880
2. Courtyard by Marriott: 805 Harris Ave, (281) 334-0003
3. Days Inn: 1413 SH 146, (281) 549-4118
4. Hotel Bliss: 1411 Hwy 146, (281) 538-0077
5. Scottish Inn: 601 Texas Ave, (281) 334-4855

An additional list of Kemah Bed and Breakfasts and Short-Term Rental properties is available at kemahtx.gov.



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

X I understand that in the Post-Event Report, hotel room nights must be confirmed in writing by the designated hotel representative above for the event to receive credit for those room nights.

If no room block is established, how will you measure your event's impact on area hotel activity?

Marketing surveys to attendees

List other years (over the last three years) that you have hosted your Event or Project with the amount of assistance given from Kemah HOT Funds, attendance, and the number of hotel rooms used.

Table with 4 columns: Month/Year Held, Assistance Amount, # of Hotel Rooms Used, Attendance #. Contains three rows of blank lines for data entry.

Methods used to determine attendance: (i.e., crowd estimates, ticket sales, registrations, sign-in sheet, etc.)

[Empty box for methods used to determine attendance]

What percentage of your event/program attendees are estimated to be nonlocal visitors? 90 %

What percentage of your event/program attendees are local? 10 %

List any other organizations, government entities or sponsorship funding support for this event/project:

Party Parrots, Texas Festival Ground, Galveston Steampunk Festival and Texas Ren Fest

How will HOT Funds be used if awarded?

Marketing and advertising the event to attract more attendees



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

Will the event charge admission? yes

Do you anticipate a net profit from the event? What is the anticipated amount if there is a net profit, and how will it be used?

If a profit is received a portion will be set aside for future local tourism and the remainder will be donated to the non-profit CAP, Inc.

List Event Sponsors/Co-Sponsors:

Party Parrots, Texas Festival Grounds, Texas Ren Fest, Galveston Steampunk Festival, Clear Creek Winery and Advanced Marine LLC

Total Event Budget: 11,750.00 Combined Events

Percentage of Hotel Tax Support of Related Costs:

- 100 Percentage of total event costs covered by hotel occupancy tax
Percentage of total facility costs covered by HOT for the Funded Event/Program/Activity
Percentage of staff costs covered by HOT for the funded Event/Program/Activity

If staff costs are covered, estimate the percentage of time staff spend annually on the funded event(s) compared to other activities. %

III. ADVERTISING AND PROMOTIONAL ACTIVITIES

Discover Kemah encourages organizations to market, advertise and promote projects to audiences at least 60 miles from Kemah. Check all elements the proposed Marketing Plan includes that meet this:

Form with two columns of checkboxes for advertising and promotional activities. Includes options like Out of Home (OOH) advertising, Radio, TV commercials, Booths, Print ads, Newspaper coverage, Social media ads/boosts, Display ads, OTT, Digital/Comprehensive campaign, Direct mail, Mobile advertising, and Paid search advertising (PPC).

Summarize the proposed marketing, advertising and promotional campaign indicated above (include information about the target audience/locations, frequency of advertising, and other pertinent campaign information):



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

When will the campaign begin? Aug 2025

Does the Project have a website, social media page or tagging? If so, list below.

Social Media: Facebook

Website: www.partyparrots.com & www.caphouston.org

Tagging (i.e., #DiscoverKemah): #PartyParrots & #ParadingPirates

Will you submit press releases about the event? yes

Who is responsible for writing and distributing press releases? Contact: Scarlett Macaw

Phone: 713.783.2473 /713.805.3100 Email: smacaw@partyparrots.com

What geographic area does your advertising target?

Houston Metro & Bay Area

How many individuals located in another city or county will your proposed marketing reach?

1000's

IV. CERTIFICATION

I have read the City of Kemah's Local Hotel Occupancy Tax (HOT) use guidelines and fully understand the local HOT funding application process and rules governing the proper use of hotel occupancy tax. Any funding awarded for the aforementioned event/project will be used to forward the efforts of the City of Kemah and Discover Kemah in directly enhancing and promoting tourism and the hotel industry by attracting visitors from outside the City of Kemah.

I certify the information contained herein and attached to this application is true and correct to the best of my knowledge. I hereby acknowledge that any funding received from the City of Kemah must be expended as I have represented in this application and according to any requirements set by the City of Kemah Council and the program guidelines. I agree that if funds are not expended accordingly, in the opinion of the City of Kemah, said funds will be returned to the City of Kemah within ten (10) days from the date the City of Kemah demands such.

I understand that submission of an application does not guarantee funding, in whole or in part.

Citizens For Avian Protection, Inc & Party Parrots
Business/Organization Name

[Signature]
Applicant's Signature

August 1, 2025
Date

Scarlett Macaw
Applicant's Printed Name



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

2

Attachment 2

Marketing Plan Worksheet

This worksheet is intended to be used as a tool to organize the proposed marketing plan, which is a required supplement to all Sponsorship Funding applications.

Overall Project budget: 11000.00

Total Marketing Expenses: 5000.00

Print Advertising

Briefly discuss print ad promotions planned to be placed in newspapers, magazines or on flyers.

Flyers, banners, t-shirts, membership to local Convention Bureaus: Houston First, Galveston Convention and Visitors Bureau, League City Chamber of Commerce, Galveston Daily News and local magazines:

Bay Area

Horizontal lines for text input

List the total number of subscribers for each print publication.

Table with 2 columns: Name of Publication, Number of subscribers/recipients. Rows include Galveston Daily News (33000), Bay Area News (300,000), Houston First Convention Bureau (>2 million).



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

Digital Advertising

- When discussing digital marketing, be sure to include how visitation will be measured, or the key performance indicators (i.e. visitors to the website, app downloads, banner/ad clicks, impressions, etc.).
• Include the number of subscriptions for the print advertising. The media agency usually supplies this information.

Please briefly explain any social media promotions, blogs, special websites, or other digital promotions (such as e-newsletters, blasts) and the goals of each (i.e., total reach, Click-Thru- Rates, unique/new page visitors, length of page sessions, etc.)

Membership Convention Bureau

Facebook Insights

Website

Number of Digital Impressions: 8000 Actions/Clicks: 10,000

Radio/TV

Briefly describe any radio or TV promotions and the goals or reach of each.

Other

Briefly describe any other promotions or marketing campaigns not mentioned above, such as highway billboards, fun promotions (such as giveaways), booths at other events, etc.

See Personal Appearance Schedule Attachment, Booths and Parades



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

Overall (print + digital + radio/TV), estimate how many individuals the marketing plan may reach.

Type text here

text here

How many targeted individuals/families are at least 60 miles from Kemah? 90%

Type text here



2025 HOTEL OCCUPANCY TX FUNDING APPLICATION

Post Event Report Form

August 2025

Must be submitted no later than 60 days following project completion

Organization Information

| | | |
|---|--|------------------------|
| Name of Organization | Citizens For Avian Protection, Inc & Party Parrots | |
| Address | 10878 Westheimer, Ste 254 | |
| City/State/Zip | Houston, TX 77042 | |
| Contact Person | Scarlett Macaw | |
| Contact Phone Number | Cell 713.805.3100 | Work/Home 713.783.2473 |
| Email | | |
| Website Non Profit? | 86-1050458 | |
| <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Federal Tax I.D.# | |

Proposal Information

| | | |
|--|-------------------------------|-------------------|
| Name of Project | Pirates Pre-Party Pirate Fest | |
| Date of Project | February 14, 2025 | |
| Amount of HOT Sponsorship Funds Awarded | 0.00 | |
| Amount of Funds eligible for reimbursement | | |
| Number of attendees | | |
| Local Visitors | estimated <u>200</u> | actual <u>150</u> |
| Out of Town Visitors | estimated <u>100</u> | actual <u>70</u> |
| Number of Hotel rooms booked by project participants | <u>10</u> | |

Please provide documentation on how attendance and hotel room bookings were tracked or how business development was promoted through your project.

Survey Poll

Citizens for Avian Protection

Income Statement

For the Years 2025-2026

| Revenue | | Total |
|-----------------------------------|-----------------------------------|------------------|
| | Tickets – 50 at \$25/each | 1,000.00 |
| | Silent auction/raffle \$20/person | <u>1,000.00</u> |
| Total Revenue | | 2,000.00 |
| Expenses | | |
| Marketing | Advertising | -750.00 |
| | Flyers, Posters | -500.00 |
| | T-shirts | -250.00 |
| | Promos – lanyards, shot glasses | -500.00 |
| | Photography | <u>-1,000.00</u> |
| Marketing Total: | | -3,000.00 |
| | Hotel – 5 rooms | -1,000.00 |
| | Gas - pirate ship | -500.00 |
| | Entertainment/4 birds | -1,000.00 |
| | General Office supplies/printing | <u>-250.00</u> |
| Total Expenses | | -5,750.00 |
| Total Revenue and Expenses | | -3750.00 |

Citizens for Avian Protection – Pub Crawl

Income Statement For the Years 2025-2026

| Revenue | | Total |
|-----------------------------------|-----------------------------------|------------------|
| | Tickets – 50 at \$25/each | 1,000.00 |
| | Silent auction/raffle \$20/person | <u>1,000.00</u> |
| Total Revenue | | 2,000.00 |
| Expenses | | |
| Marketing | Advertising | -750.00 |
| | Flyers, Posters | -500.00 |
| | T-shirts | -250.00 |
| | Promos – lanyards, shot glasses | -500.00 |
| | Photography | <u>-1,000.00</u> |
| Marketing Total: | | -3,000.00 |
| | Hotel – 5 rooms | -1,000.00 |
| | Gas - pirate ship | -500.00 |
| | Entertainment/4 birds | -1,000.00 |
| | General Office supplies/printing | <u>-250.00</u> |
| Total Expenses | | -5,750.00 |
| Total Revenue and Expenses | | -3750.00 |

Citizens for Avian Protection – Winery Venue**Income Statement**

For the Years 2025-2026

| Revenue | | Total |
|-----------------------------------|-----------------------------------|------------------|
| | Tickets – 50 at \$25/each | 1,000.00 |
| | Silent auction/raffle \$20/person | <u>1,000.00</u> |
| Total Revenue | | 2,000.00 |
| Expenses | | |
| Marketing | Advertising | -750.00 |
| | Winery venue | -1,000.00 |
| | Flyers, Posters | -500.00 |
| | Promos – lanyards, shot glasses | -500.00 |
| | Hotel – 5 rooms | <u>-500.00</u> |
| Total Marketing | | -3,250.00 |
| | Gas - pirate ship | -500.00 |
| | Entertainment/4 birds | -1,000.00 |
| | General Office supplies/printing | -250.00 |
| | Photography | <u>-1,000.00</u> |
| Total Expenses | | -6,000.00 |
| Total Revenue and Expenses | | -4,000.00 |

HOT SPONSORSHIP REQUESTS AND RECOMMENDATIONS

| Organization | Amount Requested | Last Year | Recommended Award | Score | Rank |
|------------------|------------------|---------------|-------------------|-------|------|
| Boardwalk | 50,000 | 30,000 | 19,000 | 82 | 5 |
| Krewe du Lac | 4,500 | 6,000 | 4,500 | 75 | 6 |
| Yachty Gras | 12,500 | 7,500 | 7,500 | 95 | 1 |
| Outlaw Challenge | 30,000 | 25,000 | 25,000 | 86 | 3 |
| Boot Scoot | 2,000 | na | 1,000 | 50 | 8 |
| BLM publications | 16,784 | na | 10,000 | 75 | 6 |
| Elite Fishing | 20,400 | 19,756 | 18,000 | 95 | 1 |
| Party Parrots | 4,000 | 0 | 0 | 17 | 11 |
| 3 Bros | 5,000 | na | 2,500 | 45 | 9 |
| Chamber | 7,500 | 7,500 | 7,500 | 83 | 4 |
| Children of | 16,000 | 0 | 0 | 32 | 10 |
| | 168,684 | 95,756 | 95,000 | | |

Boardwalk Fireworks (Fridays June - July) *

Courtyard Houston Kemah
805 Harris Ave, Kemah, TX 77565

Daily Insights
Fri, June 06, 2025

| | |
|--------------------|-------------------|
| Visits | Vs. Last Year ⓘ |
| 227 | -3% (233) |
| Vs. Prev. Friday ⓘ | Vs. Avg. Friday ⓘ |
| -12% (259) | -34% (343) |

Kemah Boardwalk
215 Kipp Ave, Kemah, TX 77565

Daily Insights
Fri, June 06, 2025

| | |
|---------------------|---------------------|
| Visits | Vs. Last Year ⓘ |
| 7.1K | -10% (7.91K) |
| Vs. Prev. Friday ⓘ | Vs. Avg. Friday ⓘ |
| +98% (3.58K) | -13% (8.2K) |

Courtyard Houston Kemah
805 Harris Ave, Kemah, TX 77565

Daily Insights
Fri, June 13, 2025

| | |
|--------------------|-------------------|
| Visits | Vs. Last Year ⓘ |
| 140 | -61% (360) |
| Vs. Prev. Friday ⓘ | Vs. Avg. Friday ⓘ |
| -38% (227) | -59% (343) |

Kemah Boardwalk
215 Kipp Ave, Kemah, TX 77565

Daily Insights
Fri, June 13, 2025

| | |
|--------------------|---------------------|
| Visits | Vs. Last Year ⓘ |
| 5.3K | -23% (6.86K) |
| Vs. Prev. Friday ⓘ | Vs. Avg. Friday ⓘ |
| -25% (7.1K) | -35% (8.2K) |

Courtyard Houston Kemah
805 Harris Ave, Kemah, TX 77565

Daily Insights
Fri, June 20, 2025

| | |
|--------------------|-------------------|
| Visits | Vs. Last Year ⓘ |
| 432 | +38% (312) |
| Vs. Prev. Friday ⓘ | Vs. Avg. Friday ⓘ |
| +209% (140) | +26% (343) |

Kemah Boardwalk
215 Kipp Ave, Kemah, TX 77565

Daily Insights
Fri, June 20, 2025

| | |
|--------------------|--------------------|
| Visits | Vs. Last Year ⓘ |
| 7.69K | +2% (7.54K) |
| Vs. Prev. Friday ⓘ | Vs. Avg. Friday ⓘ |
| +45% (5.3K) | -6% (8.2K) |

| | | | | | | | | | |
|---|---|-------------------|-------------------|-------------------|---|--------------------|-------------------|--------------------|--------------------|
| Courtyard Houston Kemah 805 Harris Ave, Kemah, TX 77565 | Kemah Boardwalk 215 Kipp Ave, Kemah, TX 77565 | | | | | | | | |
| Daily Insights Fri, June 27, 2025 | Daily Insights Fri, June 27, 2025 | | | | | | | | |
| <table border="1"> <tr> <td>Visits</td> <td>Vs. Last Year ⓘ</td> </tr> <tr> <td>331</td> <td>+14% (290)</td> </tr> </table> | Visits | Vs. Last Year ⓘ | 331 | +14% (290) | <table border="1"> <tr> <td>Visits</td> <td>Vs. Last Year ⓘ</td> </tr> <tr> <td>7.89K</td> <td>-2% (8.03K)</td> </tr> </table> | Visits | Vs. Last Year ⓘ | 7.89K | -2% (8.03K) |
| Visits | Vs. Last Year ⓘ | | | | | | | | |
| 331 | +14% (290) | | | | | | | | |
| Visits | Vs. Last Year ⓘ | | | | | | | | |
| 7.89K | -2% (8.03K) | | | | | | | | |
| <table border="1"> <tr> <td>Vs. Prev. Friday ⓘ</td> <td>Vs. Avg. Friday ⓘ</td> </tr> <tr> <td>-23% (432)</td> <td>-3% (343)</td> </tr> </table> | Vs. Prev. Friday ⓘ | Vs. Avg. Friday ⓘ | -23% (432) | -3% (343) | <table border="1"> <tr> <td>Vs. Prev. Friday ⓘ</td> <td>Vs. Avg. Friday ⓘ</td> </tr> <tr> <td>+3% (7.69K)</td> <td>-4% (8.2K)</td> </tr> </table> | Vs. Prev. Friday ⓘ | Vs. Avg. Friday ⓘ | +3% (7.69K) | -4% (8.2K) |
| Vs. Prev. Friday ⓘ | Vs. Avg. Friday ⓘ | | | | | | | | |
| -23% (432) | -3% (343) | | | | | | | | |
| Vs. Prev. Friday ⓘ | Vs. Avg. Friday ⓘ | | | | | | | | |
| +3% (7.69K) | -4% (8.2K) | | | | | | | | |

| | | | | | | | | | |
|--|---|-------------------|--------------------|--------------------|---|--------------------|-------------------|----------------------|---------------------|
| Courtyard Houston Kemah 805 Harris Ave, Kemah, TX 77565 | Kemah Boardwalk 215 Kipp Ave, Kemah, TX 77565 | | | | | | | | |
| Daily Insights Fri, July 04, 2025 | Daily Insights Fri, July 04, 2025 | | | | | | | | |
| <table border="1"> <tr> <td>Visits</td> <td>Vs. Last Year ⓘ</td> </tr> <tr> <td>742</td> <td>-22% (956)</td> </tr> </table> | Visits | Vs. Last Year ⓘ | 742 | -22% (956) | <table border="1"> <tr> <td>Visits</td> <td>Vs. Last Year ⓘ</td> </tr> <tr> <td>19.87K</td> <td>-7% (21.3K)</td> </tr> </table> | Visits | Vs. Last Year ⓘ | 19.87K | -7% (21.3K) |
| Visits | Vs. Last Year ⓘ | | | | | | | | |
| 742 | -22% (956) | | | | | | | | |
| Visits | Vs. Last Year ⓘ | | | | | | | | |
| 19.87K | -7% (21.3K) | | | | | | | | |
| <table border="1"> <tr> <td>Vs. Prev. Friday ⓘ</td> <td>Vs. Avg. Friday ⓘ</td> </tr> <tr> <td>+124% (331)</td> <td>+117% (343)</td> </tr> </table> | Vs. Prev. Friday ⓘ | Vs. Avg. Friday ⓘ | +124% (331) | +117% (343) | <table border="1"> <tr> <td>Vs. Prev. Friday ⓘ</td> <td>Vs. Avg. Friday ⓘ</td> </tr> <tr> <td>+152% (7.89K)</td> <td>+142% (8.2K)</td> </tr> </table> | Vs. Prev. Friday ⓘ | Vs. Avg. Friday ⓘ | +152% (7.89K) | +142% (8.2K) |
| Vs. Prev. Friday ⓘ | Vs. Avg. Friday ⓘ | | | | | | | | |
| +124% (331) | +117% (343) | | | | | | | | |
| Vs. Prev. Friday ⓘ | Vs. Avg. Friday ⓘ | | | | | | | | |
| +152% (7.89K) | +142% (8.2K) | | | | | | | | |

| | | | | | | | | | |
|--|---|-------------------|-------------------|-------------------|--|--------------------|-------------------|----------------------|---------------------|
| Courtyard Houston Kemah 805 Harris Ave, Kemah, TX 77565 | Kemah Boardwalk 215 Kipp Ave, Kemah, TX 77565 | | | | | | | | |
| Daily Insights Fri, July 11, 2025 | Daily Insights Fri, July 11, 2025 | | | | | | | | |
| <table border="1"> <tr> <td>Visits</td> <td>Vs. Last Year ⓘ</td> </tr> <tr> <td>174</td> <td>-67% (521)</td> </tr> </table> | Visits | Vs. Last Year ⓘ | 174 | -67% (521) | <table border="1"> <tr> <td>Visits</td> <td>Vs. Last Year ⓘ</td> </tr> <tr> <td>6.74K</td> <td>+76% (3.83K)</td> </tr> </table> | Visits | Vs. Last Year ⓘ | 6.74K | +76% (3.83K) |
| Visits | Vs. Last Year ⓘ | | | | | | | | |
| 174 | -67% (521) | | | | | | | | |
| Visits | Vs. Last Year ⓘ | | | | | | | | |
| 6.74K | +76% (3.83K) | | | | | | | | |
| <table border="1"> <tr> <td>Vs. Prev. Friday ⓘ</td> <td>Vs. Avg. Friday ⓘ</td> </tr> <tr> <td>-77% (742)</td> <td>-49% (343)</td> </tr> </table> | Vs. Prev. Friday ⓘ | Vs. Avg. Friday ⓘ | -77% (742) | -49% (343) | <table border="1"> <tr> <td>Vs. Prev. Friday ⓘ</td> <td>Vs. Avg. Friday ⓘ</td> </tr> <tr> <td>-66% (19.87K)</td> <td>-18% (8.2K)</td> </tr> </table> | Vs. Prev. Friday ⓘ | Vs. Avg. Friday ⓘ | -66% (19.87K) | -18% (8.2K) |
| Vs. Prev. Friday ⓘ | Vs. Avg. Friday ⓘ | | | | | | | | |
| -77% (742) | -49% (343) | | | | | | | | |
| Vs. Prev. Friday ⓘ | Vs. Avg. Friday ⓘ | | | | | | | | |
| -66% (19.87K) | -18% (8.2K) | | | | | | | | |

Courtyard Houston Kemah
805 Harris Ave, Kemah, TX 77565

Daily Insights
Fri, July 18, 2025

| | |
|--------------------|-------------------|
| Visits | Vs. Last Year ⓘ |
| 435 | +22% (356) |
| Vs. Prev. Friday ⓘ | Vs. Avg. Friday ⓘ |
| +150% (174) | +27% (343) |

Kemah Boardwalk
215 Kipp Ave, Kemah, TX 77565

Daily Insights
Fri, July 18, 2025

| | |
|---------------------|--------------------|
| Visits | Vs. Last Year ⓘ |
| 5.71K | -7% (6.14K) |
| Vs. Prev. Friday ⓘ | Vs. Avg. Friday ⓘ |
| -15% (6.74K) | -30% (8.2K) |

Courtyard Houston Kemah
805 Harris Ave, Kemah, TX 77565

Daily Insights
Fri, July 25, 2025

| | |
|--------------------|-------------------|
| Visits | Vs. Last Year ⓘ |
| 260 | -50% (517) |
| Vs. Prev. Friday ⓘ | Vs. Avg. Friday ⓘ |
| -40% (435) | -24% (343) |

Kemah Boardwalk
215 Kipp Ave, Kemah, TX 77565

Daily Insights
Fri, July 25, 2025

| | |
|--------------------|--------------------|
| Visits | Vs. Last Year ⓘ |
| 5.33K | +2% (5.24K) |
| Vs. Prev. Friday ⓘ | Vs. Avg. Friday ⓘ |
| -7% (5.71K) | -35% (8.2K) |

*Boardwalk Inn is located within a larger enclosed structure. Therefore, visitation data is unavailable. This report presents data for Kemah Boardwalk, the enclosing property.

Chamber Christmas Boat Parade (Dec 14) *

| Courtyard Houston Kemah 805 Harris Ave, Kemah, TX 77565 | | Kemah Boardwalk 215 Kipp Ave, Kemah, TX 77565 | |
|--|--|--|---|
| Daily Insights Sat, December 14, 2024 | | Daily Insights Sat, December 14, 2024 | |
| Visits 371 | Vs. Last Year ⓘ +19% (311) | Visits 12.31K | Vs. Last Year ⓘ +91% (6.44K) |
| Vs. Prev. Saturday ⓘ +83% (203) | Vs. Avg. Saturday ⓘ 0% (371) | Vs. Prev. Saturday ⓘ +277% (3.27K) | Vs. Avg. Saturday ⓘ 0% (12.31K) |

*Boardwalk Inn is located within a larger enclosed structure. Therefore, visitation data is unavailable. This report presents data for Kemah Boardwalk, the enclosing property.

Elite Fishing Tournament (July 16-19) *

| | | | | | | | | | | | | | | | | | |
|--|----------------------|-----------------|------------|-------------------|-----------------------|----------------------|--------------------|-----------------|--|--------|-----------------|--------------|---------------------|-----------------------|----------------------|---------------------|-------------------|
| <p>Courtyard Houston Kemah 805 Harris Ave, Kemah, TX 77565</p> <p>Daily Insights Wed, July 16, 2025</p> <table border="1"> <tr> <td>Visits</td> <td>Vs. Last Year ⓘ</td> </tr> <tr> <td>294</td> <td>+65% (178)</td> </tr> <tr> <td>Vs. Prev. Wednesday ⓘ</td> <td>Vs. Avg. Wednesday ⓘ</td> </tr> <tr> <td>+46% (202)</td> <td>0% (294)</td> </tr> </table> | Visits | Vs. Last Year ⓘ | 294 | +65% (178) | Vs. Prev. Wednesday ⓘ | Vs. Avg. Wednesday ⓘ | +46% (202) | 0% (294) | <p>Kemah Boardwalk 215 Kipp Ave, Kemah, TX 77565</p> <p>Daily Insights Wed, July 16, 2025</p> <table border="1"> <tr> <td>Visits</td> <td>Vs. Last Year ⓘ</td> </tr> <tr> <td>2.64K</td> <td>-6% (2.82K)</td> </tr> <tr> <td>Vs. Prev. Wednesday ⓘ</td> <td>Vs. Avg. Wednesday ⓘ</td> </tr> <tr> <td>+7% (2.47K)</td> <td>0% (2.64K)</td> </tr> </table> | Visits | Vs. Last Year ⓘ | 2.64K | -6% (2.82K) | Vs. Prev. Wednesday ⓘ | Vs. Avg. Wednesday ⓘ | +7% (2.47K) | 0% (2.64K) |
| Visits | Vs. Last Year ⓘ | | | | | | | | | | | | | | | | |
| 294 | +65% (178) | | | | | | | | | | | | | | | | |
| Vs. Prev. Wednesday ⓘ | Vs. Avg. Wednesday ⓘ | | | | | | | | | | | | | | | | |
| +46% (202) | 0% (294) | | | | | | | | | | | | | | | | |
| Visits | Vs. Last Year ⓘ | | | | | | | | | | | | | | | | |
| 2.64K | -6% (2.82K) | | | | | | | | | | | | | | | | |
| Vs. Prev. Wednesday ⓘ | Vs. Avg. Wednesday ⓘ | | | | | | | | | | | | | | | | |
| +7% (2.47K) | 0% (2.64K) | | | | | | | | | | | | | | | | |
| <p>Courtyard Houston Kemah 805 Harris Ave, Kemah, TX 77565</p> <p>Daily Insights Thu, July 17, 2025</p> <table border="1"> <tr> <td>Visits</td> <td>Vs. Last Year ⓘ</td> </tr> <tr> <td>200</td> <td>-14% (232)</td> </tr> <tr> <td>Vs. Prev. Thursday ⓘ</td> <td>Vs. Avg. Thursday ⓘ</td> </tr> <tr> <td>+42% (141)</td> <td>0% (200)</td> </tr> </table> | Visits | Vs. Last Year ⓘ | 200 | -14% (232) | Vs. Prev. Thursday ⓘ | Vs. Avg. Thursday ⓘ | +42% (141) | 0% (200) | <p>Kemah Boardwalk 215 Kipp Ave, Kemah, TX 77565</p> <p>Daily Insights Thu, July 17, 2025</p> <table border="1"> <tr> <td>Visits</td> <td>Vs. Last Year ⓘ</td> </tr> <tr> <td>5.95K</td> <td>+28% (4.65K)</td> </tr> <tr> <td>Vs. Prev. Thursday ⓘ</td> <td>Vs. Avg. Thursday ⓘ</td> </tr> <tr> <td>+30% (4.56K)</td> <td>0% (5.95K)</td> </tr> </table> | Visits | Vs. Last Year ⓘ | 5.95K | +28% (4.65K) | Vs. Prev. Thursday ⓘ | Vs. Avg. Thursday ⓘ | +30% (4.56K) | 0% (5.95K) |
| Visits | Vs. Last Year ⓘ | | | | | | | | | | | | | | | | |
| 200 | -14% (232) | | | | | | | | | | | | | | | | |
| Vs. Prev. Thursday ⓘ | Vs. Avg. Thursday ⓘ | | | | | | | | | | | | | | | | |
| +42% (141) | 0% (200) | | | | | | | | | | | | | | | | |
| Visits | Vs. Last Year ⓘ | | | | | | | | | | | | | | | | |
| 5.95K | +28% (4.65K) | | | | | | | | | | | | | | | | |
| Vs. Prev. Thursday ⓘ | Vs. Avg. Thursday ⓘ | | | | | | | | | | | | | | | | |
| +30% (4.56K) | 0% (5.95K) | | | | | | | | | | | | | | | | |
| <p>Courtyard Houston Kemah 805 Harris Ave, Kemah, TX 77565</p> <p>Daily Insights Fri, July 18, 2025</p> <table border="1"> <tr> <td>Visits</td> <td>Vs. Last Year ⓘ</td> </tr> <tr> <td>435</td> <td>+22% (356)</td> </tr> <tr> <td>Vs. Prev. Friday ⓘ</td> <td>Vs. Avg. Friday ⓘ</td> </tr> <tr> <td>+150% (174)</td> <td>0% (435)</td> </tr> </table> | Visits | Vs. Last Year ⓘ | 435 | +22% (356) | Vs. Prev. Friday ⓘ | Vs. Avg. Friday ⓘ | +150% (174) | 0% (435) | <p>Kemah Boardwalk 215 Kipp Ave, Kemah, TX 77565</p> <p>Daily Insights Fri, July 18, 2025</p> <table border="1"> <tr> <td>Visits</td> <td>Vs. Last Year ⓘ</td> </tr> <tr> <td>5.71K</td> <td>-7% (6.14K)</td> </tr> <tr> <td>Vs. Prev. Friday ⓘ</td> <td>Vs. Avg. Friday ⓘ</td> </tr> <tr> <td>-15% (6.74K)</td> <td>0% (5.71K)</td> </tr> </table> | Visits | Vs. Last Year ⓘ | 5.71K | -7% (6.14K) | Vs. Prev. Friday ⓘ | Vs. Avg. Friday ⓘ | -15% (6.74K) | 0% (5.71K) |
| Visits | Vs. Last Year ⓘ | | | | | | | | | | | | | | | | |
| 435 | +22% (356) | | | | | | | | | | | | | | | | |
| Vs. Prev. Friday ⓘ | Vs. Avg. Friday ⓘ | | | | | | | | | | | | | | | | |
| +150% (174) | 0% (435) | | | | | | | | | | | | | | | | |
| Visits | Vs. Last Year ⓘ | | | | | | | | | | | | | | | | |
| 5.71K | -7% (6.14K) | | | | | | | | | | | | | | | | |
| Vs. Prev. Friday ⓘ | Vs. Avg. Friday ⓘ | | | | | | | | | | | | | | | | |
| -15% (6.74K) | 0% (5.71K) | | | | | | | | | | | | | | | | |

*Boardwalk Inn is located within a larger enclosed structure. Therefore, visitation data is unavailable. This report presents data for Kemah Boardwalk, the enclosing property.

Krewe du Lac Mardi Gras Parade (February 15) *

| Courtyard Houston Kemah 805 Harris Ave, Kemah, TX 77565 | | Kemah Boardwalk 215 Kipp Ave, Kemah, TX 77565 | |
|--|--|--|--|
| Daily Insights Sat, February 15, 2025 | | Daily Insights Sat, February 15, 2025 | |
| Visits 305 | Vs. Last Year ⓘ -23% (398) | Visits 5.59K | Vs. Last Year ⓘ +13% (4.94K) |
| Vs. Prev. Saturday ⓘ -6% (324) | Vs. Avg. Saturday ⓘ 0% (305) | Vs. Prev. Saturday ⓘ -15% (6.61K) | Vs. Avg. Saturday ⓘ 0% (5.59K) |

*Boardwalk Inn is located within a larger enclosed structure. Therefore, visitation data is unavailable. This report presents data for Kemah Boardwalk, the enclosing property.

Texas Outlaw Challenge (June 18-21) *

| Courtyard Houston Kemah 805 Harris Ave, Kemah, TX 77565 | | Kemah Boardwalk 215 Kipp Ave, Kemah, TX 77565 | |
|--|--------------------|--|--------------------|
| Daily Insights Wed, June 18, 2025 | | Daily Insights Wed, June 18, 2025 | |
| Visits | Vs. Last Year ⓘ | Visits | Vs. Last Year ⓘ |
| 162 | 0% (162) | 2.57K | +431% (484) |
| Vs. Prev. Wednesday ⓘ | Vs. Avg. Wednesday | Vs. Prev. Wednesday ⓘ | Vs. Avg. Wednesday |
| -17% (196) | -8% (176) | +61% (1.6K) | +12% (2.3K) |

| Courtyard Houston Kemah 805 Harris Ave, Kemah, TX 77565 | | Kemah Boardwalk 215 Kipp Ave, Kemah, TX 77565 | |
|--|---------------------|--|----------------------|
| Daily Insights Thu, June 19, 2025 | | Daily Insights Thu, June 19, 2025 | |
| Visits | Vs. Last Year ⓘ | Visits | Vs. Last Year ⓘ |
| 214 | +32% (162) | 6.2K | +1,181% (484) |
| Vs. Prev. Thursday ⓘ | Vs. Avg. Thursday ⓘ | Vs. Prev. Thursday ⓘ | Vs. Avg. Thursday ⓘ |
| +44% (149) | +38% (154) | +87% (3.32K) | +30% (4.78K) |

| Courtyard Houston Kemah 805 Harris Ave, Kemah, TX 77565 | | Kemah Boardwalk 215 Kipp Ave, Kemah, TX 77565 | |
|--|-------------------|--|---------------------|
| Daily Insights Fri, June 20, 2025 | | Daily Insights Fri, June 20, 2025 | |
| Visits | Vs. Last Year ⓘ | Visits | Vs. Last Year ⓘ |
| 432 | +38% (312) | 7.69K | +2% (7.54K) |
| Vs. Prev. Friday ⓘ | Vs. Avg. Friday ⓘ | Vs. Prev. Friday ⓘ | Vs. Avg. Friday ⓘ |
| +209% (140) | +53% (282) | +45% (5.3K) | +10% (6.99K) |

| Courtyard Houston Kemah 805 Harris Ave, Kemah, TX 77565 | Kemah Boardwalk 215 Kipp Ave, Kemah, TX 77565 |
|---|---|
| Daily Insights Sat, June 21, 2025 | |
| Visits 591 | Vs. Last Year ⓘ +46% (405) |
| Vs. Prev. Saturday ⓘ +70% (348) | Vs. Avg. Saturday ⓘ +47% (402) |
| Visits 10.38K | Vs. Last Year ⓘ -13% (11.97K) |
| Vs. Prev. Saturday ⓘ +28% (8.12K) | Vs. Avg. Saturday ⓘ +8% (9.59K) |

*Boardwalk Inn is located within a larger enclosed structure. Therefore, visitation data is unavailable. This report presents data for Kemah Boardwalk, the enclosing property.

Toughest 10 K (September 14) * **

| Courtyard Houston Kemah 805 Harris Ave, Kemah, TX 77565 | | Kemah Boardwalk 215 Kipp Ave, Kemah, TX 77565 | |
|--|--|---|--|
| Daily Insights Sat, September 13, 2025 | | Daily Insights Sat, September 13, 2025 | |
| Visits 177 | Vs. Last Year ⓘ -39% (291) | Visits 6.64K | Vs. Last Year ⓘ -8% (7.22K) |
| Vs. Prev. Saturday ⓘ +23% (144) | Vs. Avg. Saturday ⓘ 0% (177) | Vs. Prev. Saturday ⓘ +9% (6.09K) | Vs. Avg. Saturday ⓘ 0% (6.64K) |
| Daily Insights Sun, September 14, 2025 | | Daily Insights Sun, September 14, 2025 | |
| Visits 171 | Vs. Last Year ⓘ -14% (199) | Visits 6.02K | Vs. Last Year ⓘ -6% (6.41K) |
| Vs. Prev. Sunday ⓘ -28% (237) | Vs. Avg. Sunday ⓘ 0% (171) | Vs. Prev. Sunday ⓘ +91% (3.16K) | Vs. Avg. Sunday ⓘ 0% (6.02K) |

*Boardwalk Inn is located within a larger enclosed structure. Therefore, visitation data is unavailable. This report presents data for Kemah Boardwalk, the enclosing property.

** This event has not been a previous HOT sponsorship recipient.

YachtyGras Parade (March 1) * **

| Courtyard Houston Kemah 805 Harris Ave, Kemah, TX 77565 | | Kemah Boardwalk 215 Kipp Ave, Kemah, TX 77565 | |
|--|---|--|--|
| Daily Insights Sat, March 01, 2025 | | Daily Insights Sat, March 01, 2025 | |
| Visits 305 | Vs. Last Year ⓘ +24% (246) | Visits 11.5K | Vs. Last Year ⓘ +17% (9.84K) |
| Vs. Prev. Saturday ⓘ +7% (285) | Vs. Avg. Saturday ⓘ +3% (295) | Vs. Prev. Saturday ⓘ +616% (1.61K) | Vs. Avg. Saturday ⓘ +75% (6.56K) |

*Boardwalk Inn is located within a larger enclosed structure. Therefore, visitation data is unavailable. This report presents data for Kemah Boardwalk, the enclosing property.

** The original date for the parade was Feb 22; however, it was rescheduled due to severe weather.

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Item Number

14.A

Title

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

Submitting Department

Communications and Tourism

Background/Recommendation

The applicant, Krewe du Lac, is requesting City Council approval of a Special Event Temporary Conditional Use Permit to conduct the annual Krewes Into Kemah Mardi Gras Parade through the Kemah Lighthouse District, including the use of City parking areas. The event will follow its traditional route and coordinate with Kemah PD, Fire and Public Works. It is set to take place on Saturday, January 31 between 10am and 1pm.

Funding Source

Not Applicable

Attachments:

[krewedulacparade permit.pdf](#)

Print

Special Event Temporary Conditional Use Permit - Submission #449

Date Submitted: 12/12/2025

A Special Event is any event, gathering, or organized activity that is open to the public and has the potential to affect public safety. Moreover, an activity may be considered a Special Event if a mobile food vendor is present, and if alcohol is served and/or consumed.

There are various types of special events, such as organized races, walk-a-thons, festivals, pageants, open-air markets, celebrations, historical reenactments, church processions, concerts, exhibitions, parades, fairs, pub crawls, social gatherings, and movies which take place in, on, or use public space, or that have a significant impact on public space, leading to the public's use of the space being limited or obstructed. If you plan to hold a special event in Kemah, you must obtain a Special Event Temporary Conditional Use Permit in accordance with City Ordinance.

To obtain a Special Event Permit, please fill out the form provided below. Once complete, your application will be sent to the Communications & Tourism office for processing. If you have any questions about the process, please email pjett@kemahtx.gov.

Today's Date**

12/12/2025

Is this application being submitted 45 days in advance of your event**

- Yes
- No

If no, do you understand that the city may choose to waive the 45 day requirement and deny your event?*

- Yes
- No

APPLICANT INFORMATION

Applicant Name*

Kelley Dawson

Email Address*

dawson.kelley@gmail.com

Phone Number*

8323157600

Organization/Business*

Krewe du Lac

Enter n/a if not applicable

Address*

1404 Leeward Circle

City*

Kemah

State*

TX

Zip Code*

77565

EVENT INFORMATION

Event Name*

Krewes Into Kemah Mardi Gras Parade

Event Start Date*

1/31/2026

10:00 AM

Event End Date*

1/31/2026

01:00 PM

Event Description*

Annual Mardi Gras Parade through lighthouse district

Event Day "Onsite" Contact*

Kelley Dawson

Event Day "Onsite" Cellphone*

8323157600

Event Website or Facebook Event URL*

Has not yet been created.

Enter n/a if not applicable

Event Type*

Please select all that apply

- Auto or Boat Show
- Block or Street Party
- Carnival, Fair or Festival
- Concert
- Exhibition
- Farmers Market
- Parade
- Petting Zoo
- Vendors Market
- Walk, Run, Bike, or Sporting Event
- Other

Other Event Type

If "Other" is selected above, please describe.

Event Location*

Kemah Lighthouse District and city parking lot

Is the location above private or public property*

- Private
- Public

Do you have permission to use the property?*

- Yes
- No

If you answered yes, please provide a letter from the property owner giving permission to use the property.

Choose File No file chosen

If you answered, "No, I do not have permission," please secure permission before moving forward. If this is a city-owned property, you will need to provide your City Facility Rental Agreement from Communications and Tourism. Please contact Patti Jett for assistance with securing city facilities, including city parks, pavilions, meeting rooms, and the Community Center.

Estimated Attendance*

500

Is the event open to the public?*

- Yes
- No

Event Parking Location*

city parking lot and city parking spaces within lighthouse district

Is the parking location listed above private or public?*

- Private
- Public

If private, do you have permission to use the parking location from the property owner?

- Yes
- No

If you have permission to use private parking, please upload a letter from the property owner giving permission.

No file chosen

If you answered, "No, I do not have permission", please secure permission before moving forward.

Event Site Map*

Krewes Into Kemah Parade Route 2024.jpg

Please upload a detailed event site map that identifies the general site layout, entries and exits, restroom facilities, parking and emergency access points.

Event or Parade Route

Krewes Into Kemah Parade Route 2024.jpg

If this is an organized run, walk, biking, or parade event, please provide a map that outlines the route that participants will use.

Will food be sold or a mobile food provider be present at this event?*

- Yes
- No
- TBD

Events that sell food and/or have mobile food providers present should contact Galveston County Health to determine the permitting required. It is the responsibility of the event coordinator to ensure that all requirements have been met. <https://www.gchd.org/about-us/environmental-health-services/consumer-health-services/food-service-establishments>

If food will be served and you have already secured your Temporary Event Food Permit from Galveston County Public Health, please upload it.

No file chosen

Will city personnel need to close public streets or direct traffic for your event?*

- Yes
- No
- TBD

If yes, please identify the impacted streets.

Kipp Ave, Bradford Ave, 4th - 9th Street

Will there be party rentals such as bounce houses, rock walls, carnival rides, etc. at this event?*

If yes, please ensure these items are listed within your Liability Insurance policy, which is required.

- Yes
- No
- TBD

Will alcohol be served at this event?*

If yes, you understand that the City of Kemah will require security service for your event. The Kemah Police Department will determine the number of officers.

- Yes
- No
- TBD

Would you like to place temporary signs or banners to advertise this event?*

- Yes
- No
- TBD

If yes, please identify the descriptions and number of signs to be posted

4 - 6 yard signs at main intersections within the lighthouse district

***REQUIRED* INSURANCE FOR YOUR EVENT WILL BE REQUIRED BEFORE FINAL PERMIT APPROVAL IS GIVEN.**

Insurance coverage must be maintained for the duration of the event, including set-up and tear-down dates.

The applicant must obtain Commercial General Liability Insurance naming the City of Kemah as an "Additional Insured."

CERTIFICATES OF INSURANCE MUST REFLECT:

COMMERCIAL GENERAL LIABILITY WITH LIMITS OF:

- \$1 MILLION PER OCCURRENCE
- 2 MILLION GENERAL AGGREGATE

CERTIFICATE HOLDER MUST REFLECT:

The City of Kemah
Special Events
1401 SH 146
Kemah, TX 77565

Please upload a Certificate of Insurance naming the City of Kemah as an additional insured

No file chosen

LIQUOR LIABILITY

- REQUIRED IF ALCOHOL WILL BE CONSUMED AT THE EVENT

I hereby understand and certify the following:*

- All information provided in this application is accurate and truthful to the best of my knowledge.
- This application must be submitted to the City of Kemah 45 days before the event with accompanying documents and fees. These documents are necessary for the Special Events Team to approve a Special Event Permit.
- The City reserves the right to reject the Special Event Permit application or cancel an already granted permit if appropriate documentation has not been provided or if the permit's terms are violated. Continuing with an event after a permit has been denied and/or revoked is considered a misdemeanor, and the event holder may be charged a fine of up to \$2,000 per day.
- I affirm that I am the authorized applicant and have the power to act and sign contracts for any organization(s), corporation(s), firm(s), or person(s) that are mentioned in this application. As an applicant, I agree that they will, jointly and severally, hold harmless and indemnify the City of Kemah from any liability for injury, damage to property, or death of any person(s) that may arise from the issuance of the permit or from the conduct of the participants. Additionally, I understand that I may be held responsible for the cost of repairing or cleaning City property that may have been damaged due to the event. I understand that the permit issued for the special event cannot exceed five consecutive days. If the permit is granted, I, as a representative of the organization, agree to abide by all City ordinances.

Yes, I agree and understand all Special Event Permit requirements as outlined by City Ordinance



Item Number

14.B

Title

Consideration and Possible Action to Approve Resolution 2026-04

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.

Submitting Department

City Secretary

Background/Recommendation

Council expressed interest in moving the Council meeting up to an earlier start time. Please see the responses below:

Council Member Salada: Supports Noon start time

Council Member Meisinger: Supports 4:00 PM start time

Mayor Collins: Supports 4:00 PM start time

Council Member Wallace: Support 4:00 PM or 5:00 PM start time

Staff: Supports 4:00 PM start time

Funding Source

Not Applicable

Attachments:

[RES 2026-04.docx](#)

RESOLUTION NO. 2026-04

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.

WHEREAS, the City of Kemah, Texas (the “City”), is a Type A general-law municipality operating under the laws of the State of Texas; and

WHEREAS, Texas Local Government Code Section 22.038 provides that the governing body of a Type A general-law municipality shall meet at the time and place determined by a resolution adopted by the governing body; and

WHEREAS, the City Council of the City of Kemah (the “City Council”) desires to establish its regular meeting dates, time, and place in accordance with state law; and

WHEREAS, the City Council also desires that any special, called, or emergency meetings continue to be held as needed in compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code;

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

SECTION 1. REGULAR MEETING DATES, TIME, AND PLACE.

The regular meetings of the City Council of the City of Kemah, Texas shall be held on the first (1st) and third (3rd) Wednesday of each month at _____ p.m., at:

Kemah City Hall

1401 Highway 146

Kemah, Texas 77565

unless otherwise changed by subsequent resolution of the City Council.

SECTION 2. SPECIAL, CALLED, AND EMERGENCY MEETINGS.

Nothing in this Resolution shall be construed to limit the authority of the City Council to hold special, called, or emergency meetings at other times or places, as permitted by law. All such meetings shall be posted and conducted in accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, as amended.

SECTION 3. REPEALER.

All prior resolutions, motions, or other actions of the City Council that conflict with this Resolution, to the extent of such conflict, are hereby repealed as of the effective date of this Resolution.

SECTION 4. SEVERABILITY.

If any section, subsection, clause, phrase, or provision of this Resolution is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions, which shall remain in full force and effect.

SECTION 5. EFFECTIVE DATE.

This Resolution shall take effect immediately upon its passage and approval by the City Council.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 20__.

Robin Collins, Mayor

City of Kemah, Texas

ATTEST:

Natasha R. Hinton, City Secretary

City of Kemah, Texas



Item Number

14.C

Title

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

Submitting Department

City Secretary

Background/Recommendation

Council Member Darren Broadus and City Administrator Cesar Garcia will be attending a conference during the normally scheduled council meeting on 02/18/26.

Funding Source

Not Applicable



Item Number

14.D

Title

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

Submitting Department

Police Department

Background/Recommendation

Equipment from Motorola Solutions has a sole-source letter and also currently follows HGAC Contract TX-RA05-21. The OLS grant is a no-match grant for the Kemah Police Department and the City of Kemah..

Funding Source

Funds are available from Account #

Attachments:

[Operation Lone Star Grant_Equipment_Invoice_12172025.pdf](#)

[Sole Source Letter - City of Kemah.pdf](#)

[HGAC Motorola Contract - Full List with Descriptions.pdf](#)

[HGAC Motorola Contract.pdf](#)

[Amendment 1 contract extension-Motorola Solutions, Inc RA05-21.pdf](#)

[Contract Extension 3- Motorola Solutions, Inc..pdf](#)

[Executed Extension 2 - Motorola Solutions, Inc..pdf](#)

[Motorola-Solutions.pdf](#)



QUOTE-2747996
APX N70 Quote - Grant Funded

Billing Address:
KEMAH POLICE DEPT
1401 STATE HWY 146
KEMAH, TX 77565
US

Quote Date:10/17/2025
Expiration Date:12/29/2025
Quote Created By:
Brandon Casanova
County Account Manager
Brandon.Casanova@
motorolasolutions.com
337-354-5872

End Customer:
KEMAH POLICE DEPT
Tramaine Ruiz
truiz@kemahtx.gov
(409) 204-2144

Contract: HGAC (TX)-RA05-21

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

| Line # | Item Number | Description | Qty | Term | Sale Price | Ext. Sale Price |
|--------|--------------|---|-----|------|------------|-----------------|
| | APX™ N70 | APX N70 | | | | |
| 1 | H35UCT9PW8AN | PORTABLE RADIO APX N70 7/800 MODEL 4.5 | 13 | | \$3,208.11 | \$41,705.37 |
| 1a | QA09017AA | ADD: LTE WITH ACTIVE SERVICE AT&T US | 13 | | \$0.00 | \$0.00 |
| 1b | QA09030AB | ADD: MOTOROLA APX HOSTED RADIOCENTRAL* | 13 | | \$0.00 | \$0.00 |
| 1c | H499KC | ENH: SUBMERSIBLE (DELTA T) | 13 | | \$0.00 | \$0.00 |
| 1d | BD00001AA | ADD: CORE BUNDLE | 13 | | \$1,987.06 | \$25,831.78 |
| 1e | BD00010AB | ADD: SECURITY BUNDLE | 13 | | \$733.71 | \$9,538.23 |
| 1f | BD00037AA | ADD: AUDIO BUNDLE | 13 | | \$171.62 | \$2,231.06 |
| 1g | BD00040AD | ADD: PROVISIONING NON- FEDERAL BUNDLE | 13 | | \$211.08 | \$2,744.04 |
| 1h | Q387CB | ADD: MULTICAST VOTING SCAN | 13 | | \$0.00 | \$0.00 |
| 1i | QA01767BL | ADD: P25 LINK LAYER AUTHENTICATION | 13 | | \$0.00 | \$0.00 |



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

| Line # | Item Number | Description | Qty | Term | Sale Price | Ext. Sale Price |
|--------|--------------|---|-----|---------|------------|-----------------|
| 1j | QA01833AH | ADD: EXTREME 1-SIDED NOISE REDUCTION | 13 | | \$0.00 | \$0.00 |
| 1k | QA03399AK | ADD: ENHANCED DATA | 13 | | \$0.00 | \$0.00 |
| 1l | QA08676AA | ADD: ADAPTIVE SPEAKER VOLUME | 13 | | \$0.00 | \$0.00 |
| 1m | QA09001AM | ADD: WIFI CAPABILITY | 13 | | \$0.00 | \$0.00 |
| 1n | QA09006AA | ADD: ADAPTIVE NOISE SUPPRESSION | 13 | | \$0.00 | \$0.00 |
| 1o | QA09028AA | ADD: VIQI VC RADIO OPERATION | 13 | | \$0.00 | \$0.00 |
| 1p | QA01771AB | SOFTWARE LICENSE ENH: ENHANCEMENT LEVEL 2 | 13 | | \$98.67 | \$1,282.71 |
| 1q | G996AU | ADD: PROGRAMMING OVER P25 (OTAP) | 13 | | \$0.00 | \$0.00 |
| 1r | Q53BF | ADD: FRONT PANEL PROGRAMMING & CLONING | 13 | | \$0.00 | \$0.00 |
| 1s | QA09772AA | ENH: MULTI-CODE PLUG PROGRAMMING | 13 | | \$0.00 | \$0.00 |
| 1t | H797DW | SOFTWARE LICENSE ENH: DVP-XL ENCRYPTION AND ADP | 13 | | \$0.00 | \$0.00 |
| 1u | Q15AK | ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP | 13 | | \$0.00 | \$0.00 |
| 1v | Q498BN | SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY | 13 | | \$0.00 | \$0.00 |
| 1w | QA07680AA | ADD: MULTI SYSTEM OTAR | 13 | | \$0.00 | \$0.00 |
| 1x | QA01648AA | ADD: HW KEY SUPPLEMENTAL DATA | 13 | | \$3.84 | \$49.92 |
| 1y | H38DA | ADD: SMARTZONE OPERATION | 13 | | \$0.00 | \$0.00 |
| 1z | Q361CD | ADD: P25 9600 BAUD TRUNKING | 13 | | \$0.00 | \$0.00 |
| 1aa | Q806CH | ADD: ASTRO DIGITAL CAI OPERATION | 13 | | \$0.00 | \$0.00 |
| 1ab | QA00580BA | ADD: TDMA OPERATION | 13 | | \$0.00 | \$0.00 |
| 2 | PSV01S02944A | PROVISIONING SUPPORT | 1 | | \$0.00 | \$0.00 |
| 3 | LSV01S03060A | APX N70 DMS ESSENTIAL | 13 | 7 YEARS | \$416.39 | \$5,413.07 |
| 4 | LSV01S03082A | RADIOCENTRAL PROGRAMMING | 13 | 1 YEAR | \$30.85 | \$401.05 |



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Motorola Solutions, Inc. 500 West Monroe, United States - 60661 - #: 36-1115800



QUOTE-2747996
APX N70 Quote - Grant Funded

| Line # | Item Number | Description | Qty | Term | Sale Price | Ext. Sale Price |
|--------|--------------|---|-----|--------|------------|-----------------|
| 5 | SSV01S01407A | SMARTPROGRAMMING | 13 | 1 YEAR | \$75.00 | \$975.00 |
| 6 | SSV01S01406A | APX NEXT SMARTCONNECT SUBSCRIPTION | 13 | 1 YEAR | \$75.00 | \$975.00 |
| 7 | SSV01S01476A | SMARTLOCATE | 13 | 1 YEAR | \$75.00 | \$975.00 |
| 8 | SSV01S01907A | SMARTMAPPING | 13 | 1 YEAR | \$75.00 | \$975.00 |
| 9 | PMNN4816A | PORTABLE RADIO BATTERY IMPRES 2 LI-ION IP68 3200T | 13 | | \$162.85 | \$2,117.05 |
| 10 | PMPN4604A | CHARGER, DESKTOP SINGLE UNIT IMPRES 2 FAST, US/NA | 13 | | \$160.07 | \$2,080.91 |
| 11 | PSV03S02464A | CMSO PROVISIONING FOR APX DMS 2* | 1 | | \$0.00 | \$0.00 |
| 12 | PSV01S02940A | SMARTMAPPING ENABLEMENT | 1 | | \$0.00 | \$0.00 |
| 13 | PMMN4176A | RM760 IMPRES WINDPORTING REMOTE SPEAKER MICROPHONE, LARGE (IP68) | 13 | | \$101.11 | \$1,314.43 |
| 14 | PMPN4591B | CHGR DESKTOP MULTI UNIT IMPRES 2 6 DISPLAYS INT PS US | 1 | | \$1,390.38 | \$1,390.38 |

Grand Total \$100,000.00(USD)

Notes:

- Additional information is required for one or more items on the quote for an order.

Motorola's quote (Quote Number: _____ Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/product-terms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc. 500 West Monroe, United States - 60661 - #: 36-1115800

- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.





QUOTE-2747996
APX N70 Quote - Grant
Funded

APX N70 PORTABLE RADIO SOLUTION DESCRIPTION

OVERVIEW

The APX N70 offers affordable, next generation communications for without compromising P25 interoperability or voice and data quality. It offers a durable design with "pick-up-and-go" functionality, optimizing ease-of-use and focused communications in almost all environments.

DURABLE AND EASY TO USE

The APX N70 enhances operations with a full color transfective glass display with touch technology for easy operation with gloves on. The touchscreen includes a high velocity user interface with large touch targets, shallow menu hierarchy, home screen information at a glance, and access to integrated apps. Additionally, the N70 offers extended battery life, a shorter antenna, and Bluetooth compatibility with audio accessories, promoting efficient communications between first responders.

Mission-Critical Audio

For first responders in mission-critical situations, the APX N70 offers high dynamic range microphones and an adaptive sound engine that minimizes background noise and promotes clarity, amplifying intelligible voice communication between first responders.

ESSENTIAL AND SECURE P25 COMMUNICATIONS

The APX N70 is certified compliant with P25 standards and supports digital and analog trunking, FDMA and TDMA, and Integrated Voice and Data. P25 communications over the N70 are safe and secure—it offers software and hardware encryption, single- and multi key encryption, and P25 Authentication, protecting communications during daily operations.

Reliable Connectivity

Using the APX N70 lets first responders stay connected across disparate networks. It can be equipped with LTE, Wi-Fi®, Bluetooth®, and GPS features, bringing future-ready applications, services, and best-in-class connectivity to everyday users. APX N70 radios support 7/800 MHz frequency bands across radio systems with minimal intervention by the radio user.

Managing and Provisioning Devices

APN N70 provides users greater awareness and faster radio management through Customer Programming Software ("CPS"), Radio Management ("RM"), or the Radio Central programming. These tools transform accurate data into smarter action by enabling dispatchers and network managers to keep radios in the field, make informed operational decisions, and, above all, protect first responders' focus and safety.

Customer Programming Service



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

CPS is a proprietary, Windows-based application used to configure APX subscriber radios in offline situations. The CPS application offers drag-and-drop, clone-wizard, and basic import/export functions that allow for the addition of new software and feature enhancements. APX N radios can be programmed one-at-a-time on a local PC, *via* secure USB port connection, with TLS-PSK based encryption. Once loaded, subscriber radios are read, and edited, and copdeplugs and templates can be saved and duplicated to program other fleet radios.

Radio Management

Batch Programming is available through the RM software for simultaneous programming and upgrading throughout the radio fleet. With Batch Programming, up to 16 radios can be programmed at once over a Wi-Fi connection. This reduces programming time and ensures that the radio fleet is always up-to-date and ready-to-use in the field.

Device Management Services

Device Management Services ("DMS") packages provide programming, management, and maintenance services to maximize the effectiveness of this APX N70 solution, while reducing maintenance risk, workload, and total cost of ownership. DMS tackles a range of customer needs, whether the solution is self-maintained or managed by Motorola Solutions.

Using Motorola Solutions' cloud-based Radio Central Programming, APX N70 supports faster provisioning and deployment to get devices in the hands of first responders and out into the field. Parameters such as talk groups, interface options, and security keys can be programmed remotely within minutes. The DMS package provides access to batch programming with Radio Central Programming or one-at-a-time basic programming with Customer Programming Service, described below.

Radio Central

Radio Central Programming streamlines the APX N70 out-of-the-box experience with a few simple steps. Users will power on the device and view a boot-up animation. Status bar icons on the front display indicate when a connection is made and an update download is initiated. If the APN N70 device is being started for the first time, a "peek-in" device management notification will indicate that the default configuration is detected. When the update download is complete, the device reboots and installs the update. When the install is complete, the device goes back to the full home screen and notifies the user that the update is complete. From power on to provisioning, the process takes less than a minute. For Encryption and Authentication users, a KVL needs to be connected to the radio to use those services.

APX N70 also features Touchless Key Provisioning ("TKP"), leveraging Radio Central and Key Management Facility to add encryption keys remotely. This streamlined, one-time process reduces the time and effort spent enabling encryption. TKP delivers the initial encryption keys to APN N70 radios. Users can provision encryption on one radio or on batches of radios, further speeding up the encryption process for radio fleets.

The figure below illustrates APX N70's faster provisioning process.



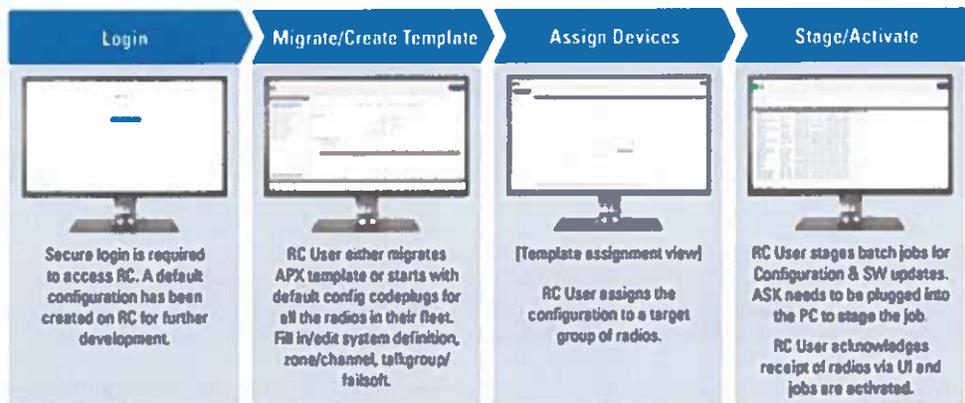


Figure 1: APX N70 Provisioning via Radio Central



APX N-SERIES DEVICE MANAGEMENT SERVICES - ESSENTIAL STATEMENT OF WORK

OVERVIEW

Device Management Services ("DMS") efficiently maintains the Customer's device fleet while helping to keep devices up-to-date and fully operational in the field.

DMS Essential services provide basic hardware and software support.

This Statement of Work ("SOW"), including all of its subsections and attachments is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and Customer ("Customer").

In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this SOW, this SOW will control as to the inconsistency only. The SOW applies to the device specifically named in the Agreement.

HARDWARE REPAIR

Hardware Repair provides repair coverage for internal and external device components that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. The device will be repaired to bring it to compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device.

For malfunctioning devices that must be replaced, Motorola Solutions will attempt to read the codeplugs from those devices. If successful, Motorola Solutions will load the codeplug to any replacement devices. If not, Motorola Solutions will load a factory codeplug, and the Customer will need to load the previous codeplug.

Motorola Solutions will load factory available firmware to any replacement devices, which may not match the Customer's firmware version.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Repair or replace malfunctioning device, as determined by Motorola Solutions.
- Complete repair or replacement with a turnaround time of five business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents the time a product spends in the repair process, and does not include time in transit to and from the Customer's site. Business days do not include US holidays or weekends.
- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.
- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as MyView Portal, is used to initiate a repair. A shipping label will be generated via the electronic system.

CUSTOMER RESPONSIBILITIES

- For non-contiguous renewals, Customer must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
- Initiate device repairs, as needed.
 - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization ("RMA") number generated by the electronic system.
 - When initiating a repair via paper Return Material Form ("RMF"), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



QUOTE-2747996
APX N70 Quote - Grant
Funded

- Remove any data or other information from the device that the Customer wishes to destroy or retain prior to sending the device for repair.
- If a malfunctioning device must be replaced and the Customer has loaded information for that device to Motorola Solutions' cloud environment, the Customer will need to remove the information for the malfunctioning device and add information for the replacement device to the applicable cloud environment.

LIMITATIONS AND EXCLUSIONS

The Customer will incur additional charges at the prevailing rates for any activities that are not included or are specifically excluded from this service scope, as described below. Motorola Solutions will notify the Customer and provide a quotation of any incremental charges related to such exclusions prior to completing the repair and said repair will be subject to Customer's acceptance of the quotation.

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, and carrying cases.
- Repair of problems caused by:
 - Natural or manmade disasters, including but not limited to internal or external damage resulting from fire, theft, and floods.
 - Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
 - Using the device outside of the product's operational and environmental specifications, including improper handling, carelessness, or reckless use.
 - Unauthorized alterations or attempted repair, or repair by a third party.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, any hardware or software products not specifically listed on the service order form are excluded from service.
- File backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, except if optional Accidental Damage Coverage was purchased.
- Cosmetic imperfections that do not affect the functionality of the device.
- Software support for unauthorized modifications or other misuse of the device software is not covered.

Motorola Solutions is not obligated to provide support for any device that has been subject to the following:

- Repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If the Customer fails to comply with the obligations contained in the Agreement, the applicable software license agreement, and Motorola Solutions terms and conditions of service.

DEVICE TECHNICAL SUPPORT

Motorola Solutions' Device Technical Support service provides telephone consultation for device and accessory issues. Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists.

For Device Technical Support, Motorola Solutions will respond to calls within two (2) hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, Customers may



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contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative will log a technical request in Motorola Solutions Case Management System on the Customer's behalf.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Provide technical support for devices, assessing and troubleshooting reported issues.
- Receive and log Customer support requests, and assign a technical representative to respond to a Customer incident per the defined timeframes.

CUSTOMER RESPONSIBILITIES

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve Customer issues.
- Provide contact information for field service technicians in the event that Motorola Solutions has to follow up.

LIMITATIONS AND EXCLUSIONS

- Device support does not include Land Mobile Radio ("LMR") network, Wi-Fi, and LTE network troubleshooting.

Software Maintenance

Motorola Solutions is continually developing new features and functionality for our portfolio of public-safety-grade radios. By purchasing software maintenance, the Customer can take advantage of these firmware releases and future-proof their communications investment.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Test all firmware releases to minimize software defects.
- Announce new firmware releases and post release notes in a timely manner via MyView Portal.
- Provide firmware updates. Motorola Solutions makes no guarantees as to the frequency or timing of firmware updates.
- Provide upgrade capability through supported Programming Tools.
- Provide programming and service tools and technical support through the firmware support window.
- Provide documentation via MyView Portal with each release detailing new features, bug fixes, and any known issues.

CUSTOMER RESPONSIBILITIES

- Periodically check MyView Portal for firmware update announcements.
- Keep the radio fleet updated with firmware versions within the support window.

MyView Portal Access

MyView Portal is the single location to track the status of subscriptions and service contracts, including start and end dates. This portal includes order, RMA, and technical support ticket status, as well as a consolidated download site for software and documentation.

Outside of pre-announced maintenance periods, MyView Portal will be available on a best effort 24/7 basis. Motorola Solutions cannot guarantee the availability of internet networks outside of our control.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.
415 E. Exchange Pkwy
Allen, Texas 75002

Telephone: +1 972.277.4681
Fax: +1 972.277.4656

Decemeber 11, 2024

City of Kemah
1401 SH 146
Kemah, TX 77565

To Whom It May Concern,

Motorola Solutions, Inc. is the manufacturer of Motorola radio equipment and software that is sold globally for both Mission critical and Business Critical communications. Our Mission Critical communications equipment is sold in the United States for Project 25 standards based systems under the Astra 25 portfolio of products.

The ASTRO 25 portfolio of products are sold exclusively by Motorola Solutions directly to qualified customers and is not sold through any other distribution channel or network. This includes the software/hardware, maintenance and support and/or, service/warranty for the Motorola SmartZone Astro 25 Trunked Radio System (Digital/Analog) Communication Network Infrastructure. For that reason, Motorola is the Sole source for procurement of all ASTRO 25 hardware and Software.

If I can be of further assistance, please let me know.

Sincerely,

MOTOROLA SOLUTIONS, INC.



Lynn Anto
Area Sales Manager



Radio Communications/Emergency Response Equipment

Contract Information

Contract Number

RA05-21

Effective Dates

08/01/2021 - 07/31/2027

Contract Details

Program contracts include a wide variety of Radio Communication Equipment, Command & Control Equipment, Mobile Satellite Communications Equipment and Integrated Services.

[View Contacts \(/contracts/contact-information?contractid=124\)](/contracts/contact-information?contractid=124)

[View Documents \(/contracts/documents?contractid=124\)](/contracts/documents?contractid=124)

[Return to Products & Services \(/products-and-services?contractid=124\)](/products-and-services?contractid=124)

All Products

| Description | Code | Manufacturer | Price | Discount |
|---|------|--------------------|-------|----------|
| Activu Software, services and integration (/products-and-services/view-product?productid=30531) | WB | Activu Corporation | | |

| | | |
|---|-----------|--|
| Professional and Commercial Radio, Project 25 Systems , Radio Equipment, Two-way radio subscriber units and infrastructure (/products-and-services/view-product?productid=30532) | PA, XD | Advantage Communications |
| A Manufacturer of test equipment used to maintain and service Land-Mobile Radio technology (/products-and-services/view-product?productid=30537) | XA-3 | Astronics Test Systems, Inc |
| BK portable radio, mobile radio, and base station radios (/products-and-services/view-product?productid=30533) | XA-1 | BK Technologies, Inc. |
| EF Johnson will be offering a complete line of P25 radio equipment including: Land Mobile Radios and Accessories, Base Stations and Accessories, Communication Control Console Systems; Portable Radios and Accessories, and Radio Trunking Systems. (/products-and-services/view-product?productid=30535) | FD, NA | E. F. Johnson Company |
| Radios; Receivers; Aviation; Marine; P25; Portables; Base Stations; Repeaters; Trunking Systems (/products-and-services/view-product?productid=30536) | HA, HB | First In Software |
| Interoperability and Optimization Services. List of microwave OEMs, Network (routing and Wi-Fi) OEMs and varied Computer Aided Dispatch (CAD) OEMs. MPLS Internet Protocol (IP) Enternet network, application transport and Project 25 (P25) LMR networks (/products-and-services/view-product?productid=30539) | D | IPKeys Power Partners, Inc. |
| Land Mobile Radio, SNV-12 modular receiver, RoIP, WAIS (Wide Area Interoperability System), ACU-1000 units (/products-and-services/view-product?productid=30540) | MC | JPS Interoperability Solutions, Inc. |
| P25-Phase 25 technology, Land Mobile Radio devices that adhere to TIA/EIA P25 standards (/products-and-services/view-product?productid=30541) | GA | L3Harris Technologies, Inc. |

| | | |
|---|-----------------------------------|--|
| <p>Microwave Networks Incorporated is a trusted global provider of wireless infrastructure and last-mile transmission solutions. We design, manufacture, install, and service licensed and unlicensed, point-to-point and point-to-multipoint microwave systems. We offer full backhaul wireless and complete turnkey solutions for public safety, mobile carriers, private communication networks, next generation IP and LTE/4G networks. A US corporation, Microwave Networks is headquartered in the Greater Houston Metropolitan Area with global sales services and support locations. (/products-and-services/view-product?productid=30542)</p> | <p>OA</p> | <p>Microwave Networks Incorporated</p> |
| <p>Mobile and Portable radios, Base stations, Trunking Systems, Dispatch Consoles, Mobile Data Systems, Mobile Data Subscribers, Mobile Computing Devices, Broadband Wireless Mesh Infrastructure and Subscribers, Video and Biometrics, Radio Infrastructure (Towers, Shelters, UPSs and, Generators), LTE Equipment/Services, Next Gen 911 Equipment/Services, Intelligent LED Policing, Real Time Video Solutions, CAD and Records Management Integrated Command Control Equipment, System Integration Services Emergency Trailers, System Integration Services, Command Vehicles Project Management, System Engineering, System Technologist, Training, Advanced Services, Video and Network Management (/products-and-services/view-product?productid=30544)</p> | <p>PA, PB, PC, PD</p> | <p>Motorola Solutions, Inc.</p> |
| <p>Nokia of America Corporation offers equipment used for Microwave, Packetized Radio Transmission, back haul first mile/last mile and equipment to furnish an end to end MPLS Network Solution. With all the installation and support services for ongoing support. (/products-and-services/view-product?productid=30545)</p> | <p>AA, AD</p> | <p>Nokia of America Corporation dba Nokia Innovations US LLC</p> |
| <p>SIAE is an acknowledged world leader in the microwave communication and millimeter wave customer applications. (/products-and-services/view-product?productid=30548)</p> | <p>XA-5</p> | <p>SIAE Microelettronica, Inc.</p> |

The Tait Communications solution portfolio of Unified Critical Communication radio technology includes P25, DMR and MPT portables, mobiles, base stations, repeaters and networks with peripheral options and accessories. Tait technology delivers decades of experience in Private Mobile Radio systems—trunked MPT 1327 and P25 conventional, trunked, simulcast and DMR Digital Mobile Radio Tier 2 and Tier 3 Network technology. Tait Tough solutions provide mission critical communications for public safety, public services, public transportation, the utility industry, local government and nationwide government organizations. (</products-and-services/view-product?productid=30549>)

TA,
TD

Tait
Communications

Zetron Dispatch Products MAX Dispatch Pro is an end-to-end IP based telecommunications console system designed for mission-critical dispatch applications. Because MAX Dispatch employs the latest, standards-based IP protocols and IT best practices, it offers the highest levels of interoperability, scalability, and usability. This product is packaged to meet the needs of medium to larger sized systems that utilize an extensive console feature set. Our dispatch solution offers products for MAX Dispatch Pro, MAX Dispatch Standard, IP Fire Station Alerting System, Pathway Product Family, MAX Solutions CAD and GIS, Logging Recorders, M6300 RoIP Gateway. The upgrade option is our ACOM Advanced Communications Systems solution." Zetron Services Zetron offers a range of services that help ensure that systems are installed and configured to run optimally and to best support their operational needs. Services include Customer Fulfillment Technical Support, Miscellaneous Services, Warranties, Product Service Plans, and Training." (</products-and-services/view-product?productid=30550>)

VA,
VD

Zetron, Inc.

Contract Documents

Radio Communications/Emergency Response Equipment RA05-21

Solicitation Documents ⓘ (</media/hgacbuy/contracts/documents/RA05-21/solicitation-documents.zip>)

Supplier Documents

Activu Corporation (</media/hgacbuy/contracts/documents/RA05-21/Activu-Corp.zip>)

Aerowave Technologies, LLC (</media/hgacbuy/contracts/documents/RA05-21/Aerowave-Technologies.zip>)

Astronics Test Systems, Inc (</media/hgacbuy/contracts/documents/RA05-21/Astronics-Test-Systems.zip>)

BK Technologies Inc. (</media/hgacbuy/contracts/documents/RA05-21/BK-Technologies.zip>)

Cloud Dock Solutions, LLC dba First In Software (</media/hgacbuy/contracts/documents/RA05-21/Cloud-Dock-Solutions.zip>)

E. F. Johnson Company (</media/hgacbuy/contracts/documents/RA05-21/E-F-Johnson-Company.zip>)

IPKeys Power Partners Inc. (</media/hgacbuy/contracts/documents/RA05-21/IPKeys-Power-Partners.zip>)

JPS Interoperability Solutions, Inc. (</media/hgacbuy/contracts/documents/RA05-21/JPS-Interoperability-Solutions.zip>)

L3Harris Technologies, Inc. (</media/hgacbuy/contracts/documents/RA05-21/L3Harris-Technologies.zip>)

Microwave Networks Incorporated (</media/hgacbuy/contracts/documents/RA05-21/Microwave-Networks.zip>)

Motorola Solutions, Inc (</media/hgacbuy/contracts/documents/RA05-21/Motorola-Solutions.zip>)

Nokia of America Corporation (</media/hgacbuy/contracts/documents/RA05-21/Nokia-of-America-Corp.zip>)

SIAE Microelettronica Inc (</media/hgacbuy/contracts/documents/RA05-21/SIAE-Microelettronica.zip>)

Tait North America Inc. (</media/hgacbuy/contracts/documents/RA05-21/Tait-North-America.zip>)

Zetron, Inc. (</media/hgacbuy/contracts/documents/RA05-21/Zetron.zip>)

[Return to Contract List \(/contracts\)](/contracts)

[View Information & Products \(/products-and-services/view-contract?contract\)](/products-and-services/view-contract?contract)

News & Events

AMENDMENT No. 1 to CONTRACT No. RA05-21
For
Radio Communications/Emergency Response Equipment
Between
HOUSTON-GALVESTON AREA COUNCIL
And
Motorola Solutions, Inc.

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through July 31, 2024 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council**,
Houston, Texas

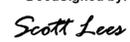
DocuSigned by:

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Chuck Wemple, Executive Director
Date: 7/31/2023

Signed for: **Motorola Solutions, Inc.**

Printed Name & Title:

DocuSigned by:

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Scott Lees VP Government Sales - west
Date: 7/31/2023

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Extension - Motorola Solutions, Inc. - Public Services - ID: 14461

EXTENSION No. 3 to CONTRACT No. RA05-21

For

Radio Communications/Emergency Response & Mobile Interoperability Equipment

Between

HOUSTON-GALVESTON AREA COUNCIL

And

Motorola Solutions, Inc.

THIS AMENDMENT modifies the above referenced Contract as follows:

Contract is extended through Jul 31 2027 Midnight CST or the effective date of the contracts resulting from the most recently awarded Request For Proposal (RFP) for Radio Communications/Emergency Response & Mobile Interoperability Equipment, whichever occurs first.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

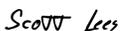
Signed for: **Houston-Galveston Area Council**

DocuSigned by:

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Chuck Wemple
Executive Director
Date: 7/1/2025

Signed for: **Motorola Solutions, Inc.**

Signed by:

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Printed Name: Scott Lees
Title: VP Government Sales - West

Scott Lees
Vice President-Western Division
Date: 6/27/2025

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Extension - Motorola Solutions, Inc. - Public Services - ID: 12884

EXTENSION No. 2 to CONTRACT No. RA05-21

For

Radio Communications/Emergency Response & Mobile Interoperability Equipment

Between

HOUSTON-GALVESTON AREA COUNCIL

And

Motorola Solutions, Inc.

THIS AMENDMENT modifies the above referenced Contract as follows:

Contract is extended through Jul 31 2025 Midnight CST or the effective date of the contracts resulting from the most recently awarded Request For Proposal (RFP) for Radio Communications/Emergency Response & Mobile Interoperability Equipment, whichever occurs first.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for: **Houston-Galveston Area Council**

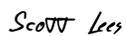
DocuSigned by:

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Chuck Wemple
Executive Director
Date: 7/30/2024

Signed for: **Motorola Solutions, Inc.**

Printed Name:
Title:

DocuSigned by:

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Scott Lees
Vice President-Western Division
Date: 7/30/2024

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Motorola Solutions, Inc. - Public Services - ID: 7290

MOTOROLA GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Motorola Solutions, Inc., hereinafter referred to as the Contractor, having its principal place of business at 500 West Monroe Street, Chicago, IL 60661.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions 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 1966 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.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC’s goal is to assure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

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 task 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 and the Minority Business Development Agency of the Department of Commerce.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins 08/01/21 and ends 07/31/23. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC, which will not be unreasonably withheld. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

In no circumstances will Contractor be required to create or maintain documents not kept in the ordinary course of its business operations, nor will Contractor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's invoices and pertinent documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those pertinent records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, for a period of seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.
- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide thirty (30) calendar days written

notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing

Price Increases

Contractors may request a price increase for items priced as Base Bid items and Published Options after twelve (12) months from the bid opening date of the bid received by H-GAC. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges, or other economic factors.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet.

All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written notification at least thirty (30) calendar days prior to the requested effective date of the change, setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must include H-GAC Forms D Offered Item Pricing and E Options Pricing, or the documentation used to submit pricing in the original Response and be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to the Bids and Specifications manager, William Burton, at William.Burton@h-gac.com

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior Customer approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing thirty (30) days written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of fifteen (15) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.
- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. The party affected by the Force Majeure will notify the other within fifteen (15) days. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all applicable federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master

Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any serious accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special, or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND “ANTI-KICKBACK” ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

Unless otherwise agreed upon between Contractor and the End User, it will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent

unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

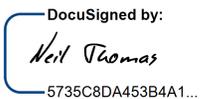
ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Motorola Solutions, Inc.

Signature  5735C8DA453B4A1...

Name Neil Thomas

Title Vice President, Western Region

Date 9/28/2021

H-GAC

Signature  82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 9/27/2021

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Motorola Solutions, Inc. - Public Services - ID: 7290

MOTOROLA SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement, and that the term of the EUA may exceed the term of the current H-GAC Master Agreement. H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with END USERS. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to

provide the same prices, warranties, benefits, or terms to H-GAC and the END USER. This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies

***EXCEPTION:** This clause shall not be applicable to the sale of large communications systems (one million dollars (\$1,000,000.00) and above). The term "Communication Systems" shall refer to a project that includes the sale of infrastructure hardware and/or software, user devices, and Contractor engineering and installation service. The contract for a "Communication System" will always have a Statement of Work and an Acceptance Test Plan. This clause shall also not be applicable to pre-existing contracts Contractor has in the State of Texas. The term "pre-existing" shall refer to contracts in existence as of the effective date of this Agreement.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to END USERS based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge, which is listed and detailed in the attached "Addendum A" to this contract, when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Any liquidated damage terms will be determined between Contractor and END USER at the time an END USER purchase order is placed.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage:

- a. General liability insurance with a Single Occurrence limit of \$1,000,000.00, and a General Aggregate limit of two times the Single Occurrence limit, including:
 - i. Product liability insurance with a Single Occurrence limit of \$1,000,000.00, and a General Aggregate limit of two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- b. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
- c. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- d. PDF Insurance Certificates must be furnished to H-GAC after contract execution and at policy renewal during term of contract, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- e. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- f. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the END USER. Contractor shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge, listed in Addendum A to this contract, for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the Customer.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written

guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any Customer.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering Customer, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. Customer Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount

f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the Customer.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by Customers for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC Customers may decide not to purchase from Contractor. Additionally, H-GAC Customers may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 20: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by Customer for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. With respect to products purchased by Customer for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. Contractor agrees that the provisions in this Article may be applicable in an End User Agreement.

ARTICLE 21: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 22: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and Customer Purchase Orders that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to 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., pg.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 23: CLEAN AIR AND WATER POLLUTION CONTROL ACT

Customer Purchase Orders using federal funds must contain a provision that requires the Contractor 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).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of 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) and will remain in compliance during the term of the Contract.

ARTICLE 24: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 25: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all Customer Purchase Orders 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.

ARTICLE 26: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of \$150,000, a Customer may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the Customer regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to Customer will not exceed the awarded pricing, including any applicable discount, under any awarded contract. Contractor agrees that the provisions in this Article may be applicable in an End User Agreement.

ARTICLE 27: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify 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 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 Customer. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, 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 the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension,

continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. 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 a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors 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 certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 28: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor agrees to comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 29: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor agrees to comply with applicable mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Addendum A- Applicable Order Processing Charge

Excerpt from page 6 of RFP #RA05-21:

h-gac.com / hgacbuy.org

Serving Today • Planning for Tomorrow

5. Dealer/Reseller as Respondent

If the Respondent is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Respondent's authorization to provide those products and services from their manufacturer.

6. Approval by Manufacturer

Any awarded contractor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Respondents to this solicitation must submit an approval letter from each manufacturer; authorization letters must include the regions in which equipment may be sold or serviced.

7. Administrative Fee

For each purchase order processed under an awarded contract, H GAC will directly invoice contractor a 1.5% Order Processing Charge applicable to the price of all equipment/services submitted in contractor's response. The Fee is calculated from awarded bid pricing before additional discounts (if any) have been applied. It is the contractor's responsibility to remit the administrative fee within thirty (30) days of processing any Customer purchase order, even if an invoice is not received from H-GAC.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC.

8. Contractor Status

Contractor is required to provide a status form, which is not part of any evaluation, but may be relevant to other state or local procurement requirements that apply to HGACBuy Customers. The following information will need to be captured:

- a) Contractor's status as a minority/woman-owned business enterprise, historically underutilized business, or service-disabled veteran;
- b) Whether Contractor or its ultimate parent or majority owner has its principal place of business in Texas or employs at least 500 persons in Texas; and
- c) Whether Respondent is a Texas resident or a non-resident business.

| Attachment A | | | | | | |
|---|--------------|--|--------------------------|---------------------------------------|--|-----------------------------|
| Motorola Solutions Inc. | | | | | | |
| Radio Communications/Emergency Response Equipment | | | | | | |
| Contract No.: RA05-21 | | | | | | |
| Line Item Reference Number | Product Code | Product Summary (detailing the items, equipment and/or services being offered for the specific product code) | Manufacturer | Vendor | Item Description | Bid Price |
| 1 | PA | Mobile and Portable radios and accessories Base Stations and accessories Radio Trunked Systems Dispatch Consoles Mobile Data Systems Mobile Data Subscribers Mobile Computing Devices Broadband Wireless Mesh Infrastructure and Subscribers Video and Biometrics Radio Infrastructure (Towers, Shelters, UPSs and Generators) Broadband and LTE Equipment/Services Next Gen 911 Equipment/Services Intelligent Led Policing Real Time Crime Center/ Video Solutions CAD and Records Management Biometrics Applications | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Per the RFP Motorola has included an Electronics Catalogue (PCAT file of .pdf's) file in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the PCAT file. | APC Summary Provided Below. |
| | | | | | Motorola also offers an extensive on-line program called My View Portal that allows each H-GAC end user to check specific contract pricing, place orders, and check shipping estimates in addition to invoice history. The on-line tool is the most advanced of its kind in the Communications Industry. | |
| 2 | PB | Integrated Command Control Equipment System Integration Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Per the RFP Motorola has included an Electronics Catalogue (PCAT file of .pdf's) file in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the PCAT file. | APC Summary Provided Below. |
| | | | | | Motorola also offers an extensive on-line program called My View Portal that allows each H-GAC end user to check specific contract pricing, place orders, and check shipping estimates in addition to invoice history. The on-line tool is the most advanced of its kind in the Communications Industry. | |

| | | | | | | |
|--|----|---|--------------------------|---------------------------------------|---|-----------------------------|
| 3 | PC | Emergency Trailers System Integration Services Command Vehicles Integrated Emergency Operations Center Incident Command Systems | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | <i>Per the RFP Motorola has included an Electronics Catalogue (PCAT file of .pdf's) file in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the PCAT file</i> | APC Summary Provided Below. |
| | | | | | <i>Motorola also offers an extensive on-line program called My View Portal that allows each H-GAC end user to check specific contract pricing, place orders, and check shipping estimates in addition to invoice history. The on-line tool is the most advanced of its kind in the Communications Industry.</i> | |
| 4 | PD | Project Management System Technologist Training Advanced Services Video and Network Management Testing Civil Work (Soil grading, fencing, grub work, etc...) Tower Services (concrete/foundation work, documentation, civil work, etc...) Network Services for all category technologies Cloud Services and Associated Integration | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | <i>Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.</i> | APC Summary Provided Below. |
| MOTOROLA INTEGRATION SERVICES - LMR | | | | | | |
| Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only. | | | | | | |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Project Management Daily Rate* | \$2,072 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | System Technologist Daily Rate* | \$2,072 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Standard Shop Installation: Hourly Rate* | \$150 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Standard Shop Installation: Daily Rate* | \$1,200 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Mobile Radio Installation* | \$180-\$600 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Radio Programming* | \$55-\$125 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Data Installation* | \$180-\$600 |
| | | | | | *Prices may vary by Region and Stated Scope. Travel Not Included. | |
| MOTOROLA INTEGRATION SERVICES - ADVANCED SERVICES | | | | | | |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | NG9-1-1 Consulting Services-Daily Rate* | \$1,900 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Security Project/Program Management-Daily Rate* | \$1,900 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Wireless Security Technician-Daily Rate* | \$1,900 |

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|--------------------|----|---------------------------------------|---------------------------------|---------------------------------------|--|---------|
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Security Penetration Tester (Wired Network)-Daily Rate* | \$1,900 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Security Trainer-Daily Rate* | \$1,650 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Application Security Code Reviewer-Daily Rate* | \$2,100 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | IT Incident Response and E-Discovery Assistance-Daily Rate* | \$1,900 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | IT Disaster Recovery Planner-Daily Rate* | \$1,900 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | IT Disaster Recovery Plan Tester-Daily Rate* | \$1,900 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Business Continuity/Continuity of Government Planner-Daily Rate* | \$1,900 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Business Continuity/Continuity of Government Plan Tester-Daily Rate* | \$1,900 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Mobile Application Services Project Management-Daily Rate* | \$750 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Mobile Application Services Solution Achitech-Daily Rate* | \$2,100 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Mobile Application Services Application and Solution Design-Daily Rate* | \$2,100 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Mobile Application Services Application and Solution Implementation-Daily Rate* | \$2,100 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Application Integration and Customization Services Project Management-Daily Rate* | \$1,694 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Application Integration and Customization Services Solution Achitech-Daily Rate* | \$2,100 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Application Integration and Customization Services Application and Solution Design-Daily Rate* | \$2,100 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Application Integration and Customization Services Application and Solution Implementation-Daily Rate* | \$1,694 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Unified Communications Services Project Management-Daily Rate* | \$1,900 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Unified Communications Services Application and Solution Design-Daily Rate* | \$2,100 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Unified Communications Services Application and Solution Implementation-Daily Rate* | \$1,900 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Consulting Services Project Management-Daily Rate* | \$1,900 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Consulting Services Internet Protocol Network Assessment-Daily Rate* | \$2,100 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Consulting Services IP Network Design and Integration-Daily Rate* | \$2,033 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Consulting Services IP Wide Area Network Backhaul Design and Integration-Daily Rate* | \$2,100 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Consulting Services Customer Network Interface Design and Integration-Daily Rate* | \$2,100 |
| APC SUMMARY | | | | | | |
| | 6 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | ASTRO Dispatch Support | |
| | 42 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | ASTRO SUA Upgrade Operations Support | |
| | 43 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | ASTRO SUA Field Service Support | |

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|--|-----|---------------------------------------|---------------------------------|---------------------------------------|---|--|
| | 127 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Motorola Shop Services | |
| | 135 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Drop Ship Freight | |
| | 185 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Motorola Subscriber Services | |
| | 208 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Motorola Project Management Services | |
| | 231 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Motorola Partner Maintenance Support | |
| | 290 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Motorola Warranty Services | |
| | 298 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | ASTRO System Essential Support | |
| | 306 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Site Development Services | |
| | 348 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | ASTRO System Premier Support | |
| | 373 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | ASTRO System Advanced Support | |
| | 390 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | ASTRO System Manager Support | |
| | 427 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | 3rd Party Services | |
| | 431 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Motorola Device Management Support - Essential | |
| | 519 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | ASTRO Security Monitoring Support | |
| | 560 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | ASTRO System Update Service Remote Patching Support | |
| | 561 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | ASTRO Network Monitoring Support | |
| | 670 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Asset Management Service | |
| | 700 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Motorola Device Management Support - Advanced | |
| | 701 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Motorola Device Management Support - Premier | |
| | 724 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Motorola APX Next Management Support - Advanced | |
| | 769 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | ASTRO Preventative Maintenance Support | |
| | 772 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | ASTRO Technical Support | |
| | 814 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | ASTRO Cyber Security Assessment Support | |
| | 823 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | ASTRO SUA Hardware & Software Support | |
| | 847 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Lunarline Cyber Security Services | |
| | 848 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Lunarline Cyber Security Monitoring | |
| | 859 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Delta Risk Cyber Security Services | |
| | 882 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | ASTRO On-Site Support | |
| | 929 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | ASTRO Infrastructure Repair Support | |

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|--|-----|---------------------------------------|---------------------------------|---------------------------------------|---|--|
| | 943 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | ASTRO SUA Training Service Support | |
| | 948 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | 3rd Party Maintenance Support | |
| | 969 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | ASTRO System Update Service Local Patching Support | |
| | 901 | Lifecycle Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Migration Assurance Program | |
| | 902 | Lifecycle Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | SMA | |
| | 903 | Lifecycle Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | SUA, SUA II | |
| | 904 | Lifecycle Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | SUS | |
| | 905 | Lifecycle Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | SA | |
| | 390 | Professional Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Performance Management Reports | |
| | 659 | Professional Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | NG-911 | |
| | 659 | Professional Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Security, IP Networking | |
| | 670 | Professional Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | SI | |
| | 842 | Professional Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | 311 Software | |
| | 561 | Service/Maintenance | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Network Monitoring | |
| | 769 | Service/Maintenance | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Network Preventive Maintenance & Onsite Infrastructure Response | |
| | 769 | Service/Maintenance | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | SUAII | |
| | 772 | Service/Maintenance | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Technical Support | |
| | 929 | Service/Maintenance | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Services | |
| | 206 | Service/Maintenance | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Subscriber Repair | |
| | 293 | Service/Maintenance | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Services/Training | |
| | 17 | Software SI Delivery Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | PremierOne CAD Delivery Services | |
| | 30 | Software SI Delivery Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Flex CAD Delivery Services | |
| | 79 | Software SI Delivery Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Situational Awareness Delivery Services | |
| | 86 | Software SI Delivery Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Emergency Notification Delivery Services | |
| | 90 | Software SI Delivery Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | PremierOne Records Delivery Services | |
| | 97 | Software SI Delivery Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Flex Records Delivery Services | |
| | 99 | Software SI Delivery Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Flex Jail Delivery Services | |
| | 141 | Software SI Delivery Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Digital Evidence Delivery Services | |
| | 168 | Software SI Delivery Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Kodiak Delivery Services | |

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|--|-----|-------------------------------|---------------------------------|---------------------------------------|--|--|
| | 327 | Software SI Delivery Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | CAD Mobile Delivery Services | |
| | 331 | Software SI Delivery Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | CAD Suite Deployment | |
| | 473 | Software SI Delivery Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Spillman Delivery Services | |
| | 586 | Software SI Delivery Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | CallWorks Delivery Services | |
| | 639 | Software SI Delivery Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Critical Connect Delivery Services | |
| | 634 | Software SI Delivery Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Situational Awareness 3rd Party HW and SW or just HW | |
| | 572 | Software SI Delivery Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Situational Awareness 3rd Party HW and SW or just HW | |
| | 141 | Software SI Delivery Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Interface SA | |
| | 144 | Software SI Delivery Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Professional Services, Training Analytics Plus Only | |

Motorola Solutions' Offered Items Pricing (Catalog/ Price Book) is available on-line at: <https://www.hgacbuy.org/media/hgacbuy/catalogs/RA05-21/Motorola-Solutions.zip>



Item Number

14.E

Title

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.

Submitting Department

Police Department

Background/Recommendation

Equipment from Motorola Solutions has a sole-source letter and also currently follows HGAC Contract TX-RA05-21. The OLS grant is a no-match grant for the Kemah Police Department and the City of Kemah..

Funding Source

Requires Budget Amendment to Transfer Funds General Fund

To Account # 540-8601 PD
Grant Exp / Match

Attachments:

[Operation Lone Star Grant_Equipment_Invoice_12172025.pdf](#)

[Sole Source Letter - City of Kemah.pdf](#)

[HGAC Motorola Contract - Full List with Descriptions.pdf](#)

[HGAC Motorola Contract.pdf](#)

[Amendment 1 contract extension-Motorola Solutions, Inc RA05-21.pdf](#)

[Contract Extension 3- Motorola Solutions, Inc..pdf](#)

[Executed Extension 2 - Motorola Solutions, Inc..pdf](#)

[Motorola-Solutions.pdf](#)



QUOTE-2747996
APX N70 Quote - Grant Funded

Billing Address:
KEMAH POLICE DEPT
1401 STATE HWY 146
KEMAH, TX 77565
US

Quote Date:10/17/2025
Expiration Date:12/29/2025
Quote Created By:
Brandon Casanova
County Account Manager
Brandon.Casanova@
motorolasolutions.com
337-354-5872

End Customer:
KEMAH POLICE DEPT
Tramaine Ruiz
truiz@kemahtx.gov
(409) 204-2144

Contract: HGAC (TX)-RA05-21

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

| Line # | Item Number | Description | Qty | Term | Sale Price | Ext. Sale Price |
|--------|--------------|---|-----|------|------------|-----------------|
| | APX™ N70 | APX N70 | | | | |
| 1 | H35UCT9PW8AN | PORTABLE RADIO APX N70 7/800 MODEL 4.5 | 13 | | \$3,208.11 | \$41,705.37 |
| 1a | QA09017AA | ADD: LTE WITH ACTIVE SERVICE AT&T US | 13 | | \$0.00 | \$0.00 |
| 1b | QA09030AB | ADD: MOTOROLA APX HOSTED RADIOCENTRAL* | 13 | | \$0.00 | \$0.00 |
| 1c | H499KC | ENH: SUBMERSIBLE (DELTA T) | 13 | | \$0.00 | \$0.00 |
| 1d | BD00001AA | ADD: CORE BUNDLE | 13 | | \$1,987.06 | \$25,831.78 |
| 1e | BD00010AB | ADD: SECURITY BUNDLE | 13 | | \$733.71 | \$9,538.23 |
| 1f | BD00037AA | ADD: AUDIO BUNDLE | 13 | | \$171.62 | \$2,231.06 |
| 1g | BD00040AD | ADD: PROVISIONING NON- FEDERAL BUNDLE | 13 | | \$211.08 | \$2,744.04 |
| 1h | Q387CB | ADD: MULTICAST VOTING SCAN | 13 | | \$0.00 | \$0.00 |
| 1i | QA01767BL | ADD: P25 LINK LAYER AUTHENTICATION | 13 | | \$0.00 | \$0.00 |



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

| Line # | Item Number | Description | Qty | Term | Sale Price | Ext. Sale Price |
|--------|--------------|---|-----|---------|------------|-----------------|
| 1j | QA01833AH | ADD: EXTREME 1-SIDED NOISE REDUCTION | 13 | | \$0.00 | \$0.00 |
| 1k | QA03399AK | ADD: ENHANCED DATA | 13 | | \$0.00 | \$0.00 |
| 1l | QA08676AA | ADD: ADAPTIVE SPEAKER VOLUME | 13 | | \$0.00 | \$0.00 |
| 1m | QA09001AM | ADD: WIFI CAPABILITY | 13 | | \$0.00 | \$0.00 |
| 1n | QA09006AA | ADD: ADAPTIVE NOISE SUPPRESSION | 13 | | \$0.00 | \$0.00 |
| 1o | QA09028AA | ADD: VIQI VC RADIO OPERATION | 13 | | \$0.00 | \$0.00 |
| 1p | QA01771AB | SOFTWARE LICENSE ENH: ENHANCEMENT LEVEL 2 | 13 | | \$98.67 | \$1,282.71 |
| 1q | G996AU | ADD: PROGRAMMING OVER P25 (OTAP) | 13 | | \$0.00 | \$0.00 |
| 1r | Q53BF | ADD: FRONT PANEL PROGRAMMING & CLONING | 13 | | \$0.00 | \$0.00 |
| 1s | QA09772AA | ENH: MULTI-CODE PLUG PROGRAMMING | 13 | | \$0.00 | \$0.00 |
| 1t | H797DW | SOFTWARE LICENSE ENH: DVP-XL ENCRYPTION AND ADP | 13 | | \$0.00 | \$0.00 |
| 1u | Q15AK | ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP | 13 | | \$0.00 | \$0.00 |
| 1v | Q498BN | SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY | 13 | | \$0.00 | \$0.00 |
| 1w | QA07680AA | ADD: MULTI SYSTEM OTAR | 13 | | \$0.00 | \$0.00 |
| 1x | QA01648AA | ADD: HW KEY SUPPLEMENTAL DATA | 13 | | \$3.84 | \$49.92 |
| 1y | H38DA | ADD: SMARTZONE OPERATION | 13 | | \$0.00 | \$0.00 |
| 1z | Q361CD | ADD: P25 9600 BAUD TRUNKING | 13 | | \$0.00 | \$0.00 |
| 1aa | Q806CH | ADD: ASTRO DIGITAL CAI OPERATION | 13 | | \$0.00 | \$0.00 |
| 1ab | QA00580BA | ADD: TDMA OPERATION | 13 | | \$0.00 | \$0.00 |
| 2 | PSV01S02944A | PROVISIONING SUPPORT | 1 | | \$0.00 | \$0.00 |
| 3 | LSV01S03060A | APX N70 DMS ESSENTIAL | 13 | 7 YEARS | \$416.39 | \$5,413.07 |
| 4 | LSV01S03082A | RADIOCENTRAL PROGRAMMING | 13 | 1 YEAR | \$30.85 | \$401.05 |



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Motorola Solutions, Inc. : 500 West Monroe, United States - 60661 - #: 36-1115800



QUOTE-2747996
APX N70 Quote - Grant Funded

| Line # | Item Number | Description | Qty | Term | Sale Price | Ext. Sale Price |
|--------|--------------|--|-----|--------|------------|-----------------|
| 5 | SSV01S01407A | SMARTPROGRAMMING | 13 | 1 YEAR | \$75.00 | \$975.00 |
| 6 | SSV01S01406A | APX NEXT SMARTCONNECT SUBSCRIPTION | 13 | 1 YEAR | \$75.00 | \$975.00 |
| 7 | SSV01S01476A | SMARTLOCATE | 13 | 1 YEAR | \$75.00 | \$975.00 |
| 8 | SSV01S01907A | SMARTMAPPING | 13 | 1 YEAR | \$75.00 | \$975.00 |
| 9 | PMNN4816A | PORTABLE RADIO BATTERY IMPRES 2 LI-ION IP68 3200T | 13 | | \$162.85 | \$2,117.05 |
| 10 | PMPN4604A | CHARGER, DESKTOP SINGLE UNIT IMPRES 2 FAST, US/NA | 13 | | \$160.07 | \$2,080.91 |
| 11 | PSV03S02464A | CMSO PROVISIONING FOR APX DMS 2* | 1 | | \$0.00 | \$0.00 |
| 12 | PSV01S02940A | SMARTMAPPING ENABLEMENT | 1 | | \$0.00 | \$0.00 |
| 13 | PMMN4176A | RM760 IMPRES WINDPORTING REMOTE SPEAKER MICROPHONE, LARGE (IP68) | 13 | | \$101.11 | \$1,314.43 |
| 14 | PMPN4591B | CHGR DESKTOP MULTI UNIT IMPRES 2 6 DISPLAYS INT PS US | 1 | | \$1,390.38 | \$1,390.38 |

Grand Total \$100,000.00(USD)

Notes:

- Additional information is required for one or more items on the quote for an order.

Motorola's quote (Quote Number: _____ Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/product-terms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products. Motorola Solutions, Inc. 500 West Monroe, United States - 60661 - #: 36-1115800

- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.





QUOTE-2747996
APX N70 Quote - Grant
Funded

APX N70 PORTABLE RADIO SOLUTION DESCRIPTION

OVERVIEW

The APX N70 offers affordable, next generation communications for without compromising P25 interoperability or voice and data quality. It offers a durable design with "pick-up-and-go" functionality, optimizing ease-of-use and focused communications in almost all environments.

DURABLE AND EASY TO USE

The APX N70 enhances operations with a full color transfective glass display with touch technology for easy operation with gloves on. The touchscreen includes a high velocity user interface with large touch targets, shallow menu hierarchy, home screen information at a glance, and access to integrated apps. Additionally, the N70 offers extended battery life, a shorter antenna, and Bluetooth compatibility with audio accessories, promoting efficient communications between first responders.

Mission-Critical Audio

For first responders in mission-critical situations, the APX N70 offers high dynamic range microphones and an adaptive sound engine that minimizes background noise and promotes clarity, amplifying intelligible voice communication between first responders.

ESSENTIAL AND SECURE P25 COMMUNICATIONS

The APX N70 is certified compliant with P25 standards and supports digital and analog trunking, FDMA and TDMA, and Integrated Voice and Data. P25 communications over the N70 are safe and secure—it offers software and hardware encryption, single- and multi key encryption, and P25 Authentication, protecting communications during daily operations.

Reliable Connectivity

Using the APX N70 lets first responders stay connected across disparate networks. It can be equipped with LTE, Wi-Fi®, Bluetooth®, and GPS features, bringing future-ready applications, services, and best-in-class connectivity to everyday users. APX N70 radios support 7/800 MHz frequency bands across radio systems with minimal intervention by the radio user.

Managing and Provisioning Devices

APN N70 provides users greater awareness and faster radio management through Customer Programming Software ("CPS"), Radio Management ("RM"), or the Radio Central programming. These tools transform accurate data into smarter action by enabling dispatchers and network managers to keep radios in the field, make informed operational decisions, and, above all, protect first responders' focus and safety.

Customer Programming Service



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CPS is a proprietary, Windows-based application used to configure APX subscriber radios in offline situations. The CPS application offers drag-and-drop, clone-wizard, and basic import/export functions that allow for the addition of new software and feature enhancements. APX N radios can be programmed one-at-a-time on a local PC, via secure USB port connection, with TLS-PSK based encryption. Once loaded, subscriber radios are read, and edited, and copdeplugs and templates can be saved and duplicated to program other fleet radios.

Radio Management

Batch Programming is available through the RM software for simultaneous programming and upgrading throughout the radio fleet. With Batch Programming, up to 16 radios can be programmed at once over a Wi-Fi connection. This reduces programming time and ensures that the radio fleet is always up-to-date and ready-to-use in the field.

Device Management Services

Device Management Services ("DMS") packages provide programming, management, and maintenance services to maximize the effectiveness of this APX N70 solution, while reducing maintenance risk, workload, and total cost of ownership. DMS tackles a range of customer needs, whether the solution is self-maintained or managed by Motorola Solutions.

Using Motorola Solutions' cloud-based Radio Central Programming, APX N70 supports faster provisioning and deployment to get devices in the hands of first responders and out into the field. Parameters such as talk groups, interface options, and security keys can be programmed remotely within minutes. The DMS package provides access to batch programming with Radio Central Programming or one-at-a-time basic programming with Customer Programming Service, described below.

Radio Central

Radio Central Programming streamlines the APX N70 out-of-the-box experience with a few simple steps. Users will power on the device and view a boot-up animation. Status bar icons on the front display indicate when a connection is made and an update download is initiated. If the APN N70 device is being started for the first time, a "peek-in" device management notification will indicate that the default configuration is detected. When the update download is complete, the device reboots and installs the update. When the install is complete, the device goes back to the full home screen and notifies the user that the update is complete. From power on to provisioning, the process takes less than a minute. For Encryption and Authentication users, a KVL needs to be connected to the radio to use those services.

APX N70 also features Touchless Key Provisioning ("TKP"), leveraging Radio Central and Key Management Facility to add encryption keys remotely. This streamlined, one-time process reduces the time and effort spent enabling encryption. TKP delivers the initial encryption keys to APN N70 radios. Users can provision encryption on one radio or on batches of radios, further speeding up the encryption process for radio fleets.

The figure below illustrates APX N70's faster provisioning process.



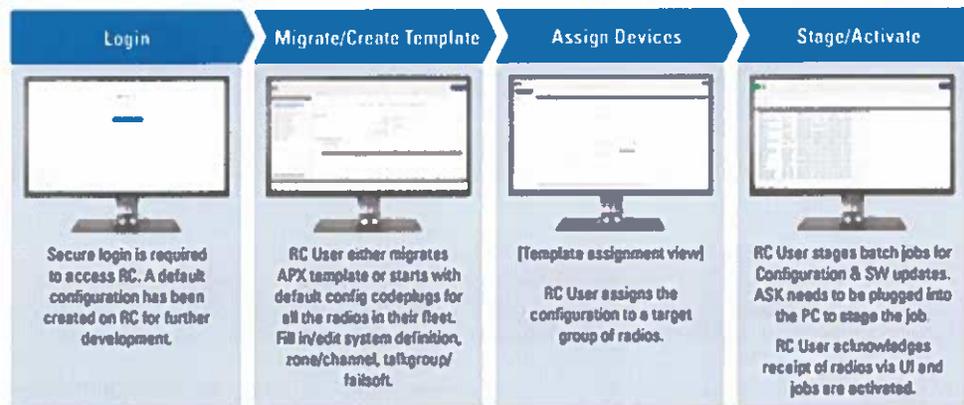


Figure 1: APX N70 Provisioning via Radio Central



APX N-SERIES DEVICE MANAGEMENT SERVICES - ESSENTIAL STATEMENT OF WORK

OVERVIEW

Device Management Services ("DMS") efficiently maintains the Customer's device fleet while helping to keep devices up-to-date and fully operational in the field.

DMS Essential services provide basic hardware and software support.

This Statement of Work ("SOW"), including all of its subsections and attachments is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and Customer ("Customer").

In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this SOW, this SOW will control as to the inconsistency only. The SOW applies to the device specifically named in the Agreement.

HARDWARE REPAIR

Hardware Repair provides repair coverage for internal and external device components that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. The device will be repaired to bring it to compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device.

For malfunctioning devices that must be replaced, Motorola Solutions will attempt to read the codeplugs from those devices. If successful, Motorola Solutions will load the codeplug to any replacement devices. If not, Motorola Solutions will load a factory codeplug, and the Customer will need to load the previous codeplug.

Motorola Solutions will load factory available firmware to any replacement devices, which may not match the Customer's firmware version.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Repair or replace malfunctioning device, as determined by Motorola Solutions.
- Complete repair or replacement with a turnaround time of five business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents the time a product spends in the repair process, and does not include time in transit to and from the Customer's site. Business days do not include US holidays or weekends.
- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.
- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as MyView Portal, is used to initiate a repair. A shipping label will be generated via the electronic system.

CUSTOMER RESPONSIBILITIES

- For non-contiguous renewals, Customer must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
- Initiate device repairs, as needed.
 - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization ("RMA") number generated by the electronic system.
 - When initiating a repair via paper Return Material Form ("RMF"), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.



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APX N70 Quote - Grant
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- Remove any data or other information from the device that the Customer wishes to destroy or retain prior to sending the device for repair.
- If a malfunctioning device must be replaced and the Customer has loaded information for that device to Motorola Solutions' cloud environment, the Customer will need to remove the information for the malfunctioning device and add information for the replacement device to the applicable cloud environment.

LIMITATIONS AND EXCLUSIONS

The Customer will incur additional charges at the prevailing rates for any activities that are not included or are specifically excluded from this service scope, as described below. Motorola Solutions will notify the Customer and provide a quotation of any incremental charges related to such exclusions prior to completing the repair and said repair will be subject to Customer's acceptance of the quotation.

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, and carrying cases.
- Repair of problems caused by:
 - Natural or manmade disasters, including but not limited to internal or external damage resulting from fire, theft, and floods.
 - Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
 - Using the device outside of the product's operational and environmental specifications, including improper handling, carelessness, or reckless use.
 - Unauthorized alterations or attempted repair, or repair by a third party.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, any hardware or software products not specifically listed on the service order form are excluded from service.
- File backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, except if optional Accidental Damage Coverage was purchased.
- Cosmetic imperfections that do not affect the functionality of the device.
- Software support for unauthorized modifications or other misuse of the device software is not covered.

Motorola Solutions is not obligated to provide support for any device that has been subject to the following:

- Repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If the Customer fails to comply with the obligations contained in the Agreement, the applicable software license agreement, and Motorola Solutions terms and conditions of service.

DEVICETECHNICALSUPPORT

Motorola Solutions' Device Technical Support service provides telephone consultation for device and accessory issues. Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists.

For Device Technical Support, Motorola Solutions will respond to calls within two (2) hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, Customers may



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative will log a technical request in Motorola Solutions Case Management System on the Customer's behalf.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Provide technical support for devices, assessing and troubleshooting reported issues.
- Receive and log Customer support requests, and assign a technical representative to respond to a Customer incident per the defined timeframes.

CUSTOMER RESPONSIBILITIES

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve Customer issues.
- Provide contact information for field service technicians in the event that Motorola Solutions has to follow up.

LIMITATIONS AND EXCLUSIONS

- Device support does not include Land Mobile Radio ("LMR") network, Wi-Fi, and LTE network troubleshooting.

Software Maintenance

Motorola Solutions is continually developing new features and functionality for our portfolio of public-safety-grade radios. By purchasing software maintenance, the Customer can take advantage of these firmware releases and future-proof their communications investment.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Test all firmware releases to minimize software defects.
- Announce new firmware releases and post release notes in a timely manner via MyView Portal.
- Provide firmware updates. Motorola Solutions makes no guarantees as to the frequency or timing of firmware updates.
- Provide upgrade capability through supported Programming Tools.
- Provide programming and service tools and technical support through the firmware support window.
- Provide documentation via MyView Portal with each release detailing new features, bug fixes, and any known issues.

CUSTOMER RESPONSIBILITIES

- Periodically check MyView Portal for firmware update announcements.
- Keep the radio fleet updated with firmware versions within the support window.

MyView Portal Access

MyView Portal is the single location to track the status of subscriptions and service contracts, including start and end dates. This portal includes order, RMA, and technical support ticket status, as well as a consolidated download site for software and documentation.

Outside of pre-announced maintenance periods, MyView Portal will be available on a best effort 24/7 basis. Motorola Solutions cannot guarantee the availability of internet networks outside of our control.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.
415 E. Exchange Pkwy
Allen, Texas 75002

Telephone: +1 972.277.4681
Fax: +1 972.277.4656

Decemeber 11, 2024

City of Kemah
1401 SH 146
Kemah, TX 77565

To Whom It May Concern,

Motorola Solutions, Inc. is the manufacturer of Motorola radio equipment and software that is sold globally for both Mission critical and Business Critical communications. Our Mission Critical communications equipment is sold in the United States for Project 25 standards based systems under the Astra 25 portfolio of products.

The ASTRO 25 portfolio of products are sold exclusively by Motorola Solutions directly to qualified customers and is not sold through any other distribution channel or network. This includes the software/hardware, maintenance and support and/or, service/warranty for the Motorola SmartZone Astro 25 Trunked Radio System (Digital/Analog) Communication Network Infrastructure. For that reason, Motorola is the Sole source for procurement of all ASTRO 25 hardware and Software.

If I can be of further assistance, please let me know.

Sincerely,

MOTOROLA SOLUTIONS, INC.



Lynn Anto
Area Sales Manager



Radio Communications/Emergency Response Equipment

Contract Information

Contract Number

RA05-21

Effective Dates

08/01/2021 - 07/31/2027

Contract Details

Program contracts include a wide variety of Radio Communication Equipment, Command & Control Equipment, Mobile Satellite Communications Equipment and Integrated Services.

[View Contacts \(/contracts/contact-information?contractid=124\)](/contracts/contact-information?contractid=124)

[View Documents \(/contracts/documents?contractid=124\)](/contracts/documents?contractid=124)

[Return to Products & Services \(/products-and-services?contractid=124\)](/products-and-services?contractid=124)

All Products

| Search Products |  | | | |
|---|---|--------------------|-------|----------|
| Description | Code | Manufacturer | Price | Discount |
| Activu Software, services and integration (/products-and-services/view-product?productid=30531) | WB | Activu Corporation | | |

| | | |
|---|-----------|--|
| Professional and Commercial Radio, Project 25 Systems , Radio Equipment, Two-way radio subscriber units and infrastructure (/products-and-services/view-product?productid=30532) | PA, XD | Advantage Communications |
| A Manufacturer of test equipment used to maintain and service Land-Mobile Radio technology (/products-and-services/view-product?productid=30537) | XA-3 | Astronics Test Systems, Inc |
| BK portable radio, mobile radio, and base station radios (/products-and-services/view-product?productid=30533) | XA-1 | BK Technologies, Inc. |
| EF Johnson will be offering a complete line of P25 radio equipment including: Land Mobile Radios and Accessories, Base Stations and Accessories, Communication Control Console Systems; Portable Radios and Accessories, and Radio Trunking Systems. (/products-and-services/view-product?productid=30535) | FD, NA | E. F. Johnson Company |
| Radios; Receivers; Aviation; Marine; P25; Portables; Base Stations; Repeaters; Trunking Systems (/products-and-services/view-product?productid=30536) | HA, HB | First In Software |
| Interoperability and Optimization Services. List of microwave OEMs, Network (routing and Wi-Fi) OEMs and varied Computer Aided Dispatch (CAD) OEMs. MPLS Internet Protocol (IP) Enternet network, application transport and Project 25 (P25) LMR networks (/products-and-services/view-product?productid=30539) | D | IPKeys Power Partners, Inc. |
| Land Mobile Radio, SNV-12 modular receiver, RoIP, WAIS (Wide Area Interoperability System), ACU-1000 units (/products-and-services/view-product?productid=30540) | MC | JPS Interoperability Solutions, Inc. |
| P25-Phase 25 technology, Land Mobile Radio devices that adhere to TIA/EIA P25 standards (/products-and-services/view-product?productid=30541) | GA | L3Harris Technologies, Inc. |

| | | |
|---|-----------------------------------|--|
| <p>Microwave Networks Incorporated is a trusted global provider of wireless infrastructure and last-mile transmission solutions. We design, manufacture, install, and service licensed and unlicensed, point-to-point and point-to-multipoint microwave systems. We offer full backhaul wireless and complete turnkey solutions for public safety, mobile carriers, private communication networks, next generation IP and LTE/4G networks. A US corporation, Microwave Networks is headquartered in the Greater Houston Metropolitan Area with global sales services and support locations. (/products-and-services/view-product?productid=30542)</p> | <p>OA</p> | <p>Microwave Networks Incorporated</p> |
| <p>Mobile and Portable radios, Base stations, Trunking Systems, Dispatch Consoles, Mobile Data Systems, Mobile Data Subscribers, Mobile Computing Devices, Broadband Wireless Mesh Infrastructure and Subscribers, Video and Biometrics, Radio Infrastructure (Towers, Shelters, UPSs and, Generators), LTE Equipment/Services, Next Gen 911 Equipment/Services, Intelligent LED Policing, Real Time Video Solutions, CAD and Records Management Integrated Command Control Equipment, System Integration Services Emergency Trailers, System Integration Services, Command Vehicles Project Management, System Engineering, System Technologist, Training, Advanced Services, Video and Network Management (/products-and-services/view-product?productid=30544)</p> | <p>PA, PB, PC, PD</p> | <p>Motorola Solutions, Inc.</p> |
| <p>Nokia of America Corporation offers equipment used for Microwave, Packetized Radio Transmission, back haul first mile/last mile and equipment to furnish an end to end MPLS Network Solution. With all the installation and support services for ongoing support. (/products-and-services/view-product?productid=30545)</p> | <p>AA, AD</p> | <p>Nokia of America Corporation dba Nokia Innovations US LLC</p> |
| <p>SIAE is an acknowledged world leader in the microwave communication and millimeter wave customer applications. (/products-and-services/view-product?productid=30548)</p> | <p>XA-5</p> | <p>SIAE Microelettronica, Inc.</p> |

The Tait Communications solution portfolio of Unified Critical Communication radio technology includes P25, DMR and MPT portables, mobiles, base stations, repeaters and networks with peripheral options and accessories. Tait technology delivers decades of experience in Private Mobile Radio systems—trunked MPT 1327 and P25 conventional, trunked, simulcast and DMR Digital Mobile Radio Tier 2 and Tier 3 Network technology. Tait Tough solutions provide mission critical communications for public safety, public services, public transportation, the utility industry, local government and nationwide government organizations. (</products-and-services/view-product?productid=30549>)

TA,
TD

Tait
Communications

Zetron Dispatch Products MAX Dispatch Pro is an end-to-end IP based telecommunications console system designed for mission-critical dispatch applications. Because MAX Dispatch employs the latest, standards-based IP protocols and IT best practices, it offers the highest levels of interoperability, scalability, and usability. This product is packaged to meet the needs of medium to larger sized systems that utilize an extensive console feature set. Our dispatch solution offers products for MAX Dispatch Pro, MAX Dispatch Standard, IP Fire Station Alerting System, Pathway Product Family, MAX Solutions CAD and GIS, Logging Recorders, M6300 RoIP Gateway. The upgrade option is our ACOM Advanced Communications Systems solution." Zetron Services Zetron offers a range of services that help ensure that systems are installed and configured to run optimally and to best support their operational needs. Services include Customer Fulfillment Technical Support, Miscellaneous Services, Warranties, Product Service Plans, and Training." (</products-and-services/view-product?productid=30550>)

VA,
VD

Zetron, Inc.

Contract Documents

Radio Communications/Emergency Response Equipment RA05-21

Solicitation Documents ⓘ (</media/hgacbuy/contracts/documents/RA05-21/solicitation-documents.zip>)

Supplier Documents

Activu Corporation (</media/hgacbuy/contracts/documents/RA05-21/Activu-Corp.zip>)

Aerowave Technologies, LLC (</media/hgacbuy/contracts/documents/RA05-21/Aerowave-Technologies.zip>)

Astronics Test Systems, Inc (</media/hgacbuy/contracts/documents/RA05-21/Astronics-Test-Systems.zip>)

BK Technologies Inc. (</media/hgacbuy/contracts/documents/RA05-21/BK-Technologies.zip>)

Cloud Dock Solutions, LLC dba First In Software (</media/hgacbuy/contracts/documents/RA05-21/Cloud-Dock-Solutions.zip>)

E. F. Johnson Company (</media/hgacbuy/contracts/documents/RA05-21/E-F-Johnson-Company.zip>)

IPKeys Power Partners Inc. (</media/hgacbuy/contracts/documents/RA05-21/IPKeys-Power-Partners.zip>)

JPS Interoperability Solutions, Inc. (</media/hgacbuy/contracts/documents/RA05-21/JPS-Interoperability-Solutions.zip>)

L3Harris Technologies, Inc. (</media/hgacbuy/contracts/documents/RA05-21/L3Harris-Technologies.zip>)

Microwave Networks Incorporated (</media/hgacbuy/contracts/documents/RA05-21/Microwave-Networks.zip>)

Motorola Solutions, Inc (</media/hgacbuy/contracts/documents/RA05-21/Motorola-Solutions.zip>)

Nokia of America Corporation (</media/hgacbuy/contracts/documents/RA05-21/Nokia-of-America-Corp.zip>)

SIAE Microelettronica Inc (</media/hgacbuy/contracts/documents/RA05-21/SIAE-Microelettronica.zip>)

Tait North America Inc. (</media/hgacbuy/contracts/documents/RA05-21/Tait-North-America.zip>)

Zetron, Inc. (</media/hgacbuy/contracts/documents/RA05-21/Zetron.zip>)

[Return to Contract List \(/contracts\)](/contracts)

[View Information & Products \(/products-and-services/view-contract?contract\)](/products-and-services/view-contract?contract)

News & Events

AMENDMENT No. 1 to CONTRACT No. RA05-21
For
Radio Communications/Emergency Response Equipment
Between
HOUSTON-GALVESTON AREA COUNCIL
And
Motorola Solutions, Inc.

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through July 31, 2024 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council**,
Houston, Texas

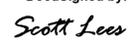
DocuSigned by:

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Chuck Wemple, Executive Director
Date: 7/31/2023

Signed for: **Motorola Solutions, Inc.**

Printed Name & Title:

DocuSigned by:

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Scott Lees VP Government Sales - west
Date: 7/31/2023

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Extension - Motorola Solutions, Inc. - Public Services - ID: 14461

EXTENSION No. 3 to CONTRACT No. RA05-21

For

Radio Communications/Emergency Response & Mobile Interoperability Equipment

Between

HOUSTON-GALVESTON AREA COUNCIL

And

Motorola Solutions, Inc.

THIS AMENDMENT modifies the above referenced Contract as follows:

Contract is extended through Jul 31 2027 Midnight CST or the effective date of the contracts resulting from the most recently awarded Request For Proposal (RFP) for Radio Communications/Emergency Response & Mobile Interoperability Equipment, whichever occurs first.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

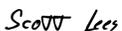
Signed for: **Houston-Galveston Area Council**

DocuSigned by:

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Chuck Wemple
Executive Director
Date: 7/1/2025

Signed for: **Motorola Solutions, Inc.**

Signed by:

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Printed Name: Scott Lees
Title: VP Government Sales - West

Scott Lees
Vice President-Western Division
Date: 6/27/2025

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Extension - Motorola Solutions, Inc. - Public Services - ID: 12884

EXTENSION No. 2 to CONTRACT No. RA05-21

For

Radio Communications/Emergency Response & Mobile Interoperability Equipment

Between

HOUSTON-GALVESTON AREA COUNCIL

And

Motorola Solutions, Inc.

THIS AMENDMENT modifies the above referenced Contract as follows:

Contract is extended through Jul 31 2025 Midnight CST or the effective date of the contracts resulting from the most recently awarded Request For Proposal (RFP) for Radio Communications/Emergency Response & Mobile Interoperability Equipment, whichever occurs first.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for: **Houston-Galveston Area Council**

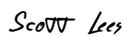
DocuSigned by:

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Chuck Wemple
Executive Director
Date: 7/30/2024

Signed for: **Motorola Solutions, Inc.**

Printed Name:
Title:

DocuSigned by:

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Scott Lees
Vice President-Western Division
Date: 7/30/2024

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Motorola Solutions, Inc. - Public Services - ID: 7290

MOTOROLA GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Motorola Solutions, Inc., hereinafter referred to as the Contractor, having its principal place of business at 500 West Monroe Street, Chicago, IL 60661.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions 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 1966 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.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC’s goal is to assure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

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 task 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 and the Minority Business Development Agency of the Department of Commerce.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins 08/01/21 and ends 07/31/23. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC, which will not be unreasonably withheld. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

In no circumstances will Contractor be required to create or maintain documents not kept in the ordinary course of its business operations, nor will Contractor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's invoices and pertinent documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those pertinent records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, for a period of seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.
- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide thirty (30) calendar days written

notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing

Price Increases

Contractors may request a price increase for items priced as Base Bid items and Published Options after twelve (12) months from the bid opening date of the bid received by H-GAC. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges, or other economic factors.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet.

All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written notification at least thirty (30) calendar days prior to the requested effective date of the change, setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must include H-GAC Forms D Offered Item Pricing and E Options Pricing, or the documentation used to submit pricing in the original Response and be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to the Bids and Specifications manager, William Burton, at William.Burton@h-gac.com

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior Customer approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing thirty (30) days written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of fifteen (15) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.
- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. The party affected by the Force Majeure will notify the other within fifteen (15) days. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all applicable federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master

Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any serious accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special, or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND “ANTI-KICKBACK” ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

Unless otherwise agreed upon between Contractor and the End User, it will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent

unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

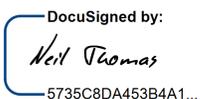
ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Motorola Solutions, Inc.

Signature  5735C8DA453B4A1...

Name Neil Thomas

Title Vice President, Western Region

Date 9/28/2021

H-GAC

Signature  82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 9/27/2021

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Motorola Solutions, Inc. - Public Services - ID: 7290

MOTOROLA SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement, and that the term of the EUA may exceed the term of the current H-GAC Master Agreement. H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with END USERS. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to

provide the same prices, warranties, benefits, or terms to H-GAC and the END USER. This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies

***EXCEPTION:** This clause shall not be applicable to the sale of large communications systems (one million dollars (\$1,000,000.00) and above). The term "Communication Systems" shall refer to a project that includes the sale of infrastructure hardware and/or software, user devices, and Contractor engineering and installation service. The contract for a "Communication System" will always have a Statement of Work and an Acceptance Test Plan. This clause shall also not be applicable to pre-existing contracts Contractor has in the State of Texas. The term "pre-existing" shall refer to contracts in existence as of the effective date of this Agreement.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to END USERS based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge, which is listed and detailed in the attached "Addendum A" to this contract, when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Any liquidated damage terms will be determined between Contractor and END USER at the time an END USER purchase order is placed.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage:

- a. General liability insurance with a Single Occurrence limit of \$1,000,000.00, and a General Aggregate limit of two times the Single Occurrence limit, including:
 - i. Product liability insurance with a Single Occurrence limit of \$1,000,000.00, and a General Aggregate limit of two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- b. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
- c. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- d. PDF Insurance Certificates must be furnished to H-GAC after contract execution and at policy renewal during term of contract, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- e. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- f. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the END USER. Contractor shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge, listed in Addendum A to this contract, for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the Customer.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written

guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any Customer.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering Customer, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. Customer Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount

f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor’s employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the Customer.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by Customers for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

In the event Contractor or Contractor’s supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC Customers may decide not to purchase from Contractor. Additionally, H-GAC Customers may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 20: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by Customer for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. With respect to products purchased by Customer for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. Contractor agrees that the provisions in this Article may be applicable in an End User Agreement.

ARTICLE 21: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 22: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and Customer Purchase Orders that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to 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., pg.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 23: CLEAN AIR AND WATER POLLUTION CONTROL ACT

Customer Purchase Orders using federal funds must contain a provision that requires the Contractor 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).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of 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) and will remain in compliance during the term of the Contract.

ARTICLE 24: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 25: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all Customer Purchase Orders 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.

ARTICLE 26: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of \$150,000, a Customer may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the Customer regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to Customer will not exceed the awarded pricing, including any applicable discount, under any awarded contract. Contractor agrees that the provisions in this Article may be applicable in an End User Agreement.

ARTICLE 27: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify 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 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 Customer. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, 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 the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension,

continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. 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 a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors 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 certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 28: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor agrees to comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 29: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor agrees to comply with applicable mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Addendum A- Applicable Order Processing Charge

Excerpt from page 6 of RFP #RA05-21:

h-gac.com / hgacbuy.org

Serving Today • Planning for Tomorrow

5. Dealer/Reseller as Respondent

If the Respondent is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Respondent's authorization to provide those products and services from their manufacturer.

6. Approval by Manufacturer

Any awarded contractor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Respondents to this solicitation must submit an approval letter from each manufacturer; authorization letters must include the regions in which equipment may be sold or serviced.

7. Administrative Fee

For each purchase order processed under an awarded contract, H GAC will directly invoice contractor a 1.5% Order Processing Charge applicable to the price of all equipment/services submitted in contractor's response. The Fee is calculated from awarded bid pricing before additional discounts (if any) have been applied. It is the contractor's responsibility to remit the administrative fee within thirty (30) days of processing any Customer purchase order, even if an invoice is not received from H-GAC.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC.

8. Contractor Status

Contractor is required to provide a status form, which is not part of any evaluation, but may be relevant to other state or local procurement requirements that apply to HGACBuy Customers. The following information will need to be captured:

- a) Contractor's status as a minority/woman-owned business enterprise, historically underutilized business, or service-disabled veteran;
- b) Whether Contractor or its ultimate parent or majority owner has its principal place of business in Texas or employs at least 500 persons in Texas; and
- c) Whether Respondent is a Texas resident or a non-resident business.

| Attachment A | | | | | | |
|---|--------------|--|--------------------------|---------------------------------------|--|-----------------------------|
| Motorola Solutions Inc. | | | | | | |
| Radio Communications/Emergency Response Equipment | | | | | | |
| Contract No.: RA05-21 | | | | | | |
| Line Item Reference Number | Product Code | Product Summary (detailing the items, equipment and/or services being offered for the specific product code) | Manufacturer | Vendor | Item Description | Bid Price |
| 1 | PA | Mobile and Portable radios and accessories Base Stations and accessories Radio Trunked Systems Dispatch Consoles Mobile Data Systems Mobile Data Subscribers Mobile Computing Devices Broadband Wireless Mesh Infrastructure and Subscribers Video and Biometrics Radio Infrastructure (Towers, Shelters, UPSs and Generators) Broadband and LTE Equipment/Services Next Gen 911 Equipment/Services Intelligent Led Policing Real Time Crime Center/ Video Solutions CAD and Records Management Biometrics Applications | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Per the RFP Motorola has included an Electronics Catalogue (PCAT file of .pdf's) file in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the PCAT file. | APC Summary Provided Below. |
| | | | | | Motorola also offers an extensive on-line program called My View Portal that allows each H-GAC end user to check specific contract pricing, place orders, and check shipping estimates in addition to invoice history. The on-line tool is the most advanced of its kind in the Communications Industry. | |
| 2 | PB | Integrated Command Control Equipment System Integration Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Per the RFP Motorola has included an Electronics Catalogue (PCAT file of .pdf's) file in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the PCAT file. | APC Summary Provided Below. |
| | | | | | Motorola also offers an extensive on-line program called My View Portal that allows each H-GAC end user to check specific contract pricing, place orders, and check shipping estimates in addition to invoice history. The on-line tool is the most advanced of its kind in the Communications Industry. | |

| | | | | | | |
|--|----|---|--------------------------|---------------------------------------|---|-----------------------------|
| 3 | PC | Emergency Trailers System Integration Services Command Vehicles Integrated Emergency Operations Center Incident Command Systems | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | <i>Per the RFP Motorola has included an Electronics Catalogue (PCAT file of .pdf's) file in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the PCAT file</i> | APC Summary Provided Below. |
| | | | | | <i>Motorola also offers an extensive on-line program called My View Portal that allows each H-GAC end user to check specific contract pricing, place orders, and check shipping estimates in addition to invoice history. The on-line tool is the most advanced of its kind in the Communications Industry.</i> | |
| 4 | PD | Project Management System Technologist Training Advanced Services Video and Network Management Testing Civil Work (Soil grading, fencing, grub work, etc...) Tower Services (concrete/foundation work, documentation, civil work, etc...) Network Services for all category technologies Cloud Services and Associated Integration | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | <i>Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.</i> | APC Summary Provided Below. |
| MOTOROLA INTEGRATION SERVICES - LMR | | | | | | |
| Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only. | | | | | | |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Project Management Daily Rate* | \$2,072 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | System Technologist Daily Rate* | \$2,072 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Standard Shop Installation: Hourly Rate* | \$150 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Standard Shop Installation: Daily Rate* | \$1,200 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Mobile Radio Installation* | \$180-\$600 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Radio Programming* | \$55-\$125 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Data Installation* | \$180-\$600 |
| | | | | | *Prices may vary by Region and Stated Scope. Travel Not Included. | |
| MOTOROLA INTEGRATION SERVICES - ADVANCED SERVICES | | | | | | |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | NG9-1-1 Consulting Services-Daily Rate* | \$1,900 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Security Project/Program Management-Daily Rate* | \$1,900 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Wireless Security Technician-Daily Rate* | \$1,900 |

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|--------------------|----|---------------------------------------|---------------------------------|---------------------------------------|--|---------|
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Security Penetration Tester (Wired Network)-Daily Rate* | \$1,900 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Security Trainer-Daily Rate* | \$1,650 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Application Security Code Reviewer-Daily Rate* | \$2,100 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | IT Incident Response and E-Discovery Assistance-Daily Rate* | \$1,900 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | IT Disaster Recovery Planner-Daily Rate* | \$1,900 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | IT Disaster Recovery Plan Tester-Daily Rate* | \$1,900 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Business Continuity/Continuity of Government Planner-Daily Rate* | \$1,900 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Business Continuity/Continuity of Government Plan Tester-Daily Rate* | \$1,900 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Mobile Application Services Project Management-Daily Rate* | \$750 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Mobile Application Services Solution Achitech-Daily Rate* | \$2,100 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Mobile Application Services Application and Solution Design-Daily Rate* | \$2,100 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Mobile Application Services Application and Solution Implementation-Daily Rate* | \$2,100 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Application Integration and Customization Services Project Management-Daily Rate* | \$1,694 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Application Integration and Customization Services Solution Achitech-Daily Rate* | \$2,100 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Application Integration and Customization Services Application and Solution Design-Daily Rate* | \$2,100 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Application Integration and Customization Services Application and Solution Implementation-Daily Rate* | \$1,694 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Unified Communications Services Project Management-Daily Rate* | \$1,900 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Unified Communications Services Application and Solution Design-Daily Rate* | \$2,100 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Unified Communications Services Application and Solution Implementation-Daily Rate* | \$1,900 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Consulting Services Project Management-Daily Rate* | \$1,900 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Consulting Services Internet Protocol Network Assessment-Daily Rate* | \$2,100 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Consulting Services IP Network Design and Integration-Daily Rate* | \$2,033 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Consulting Services IP Wide Area Network Backhaul Design and Integration-Daily Rate* | \$2,100 |
| | | | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Consulting Services Customer Network Interface Design and Integration-Daily Rate* | \$2,100 |
| APC SUMMARY | | | | | | |
| | 6 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | ASTRO Dispatch Support | |
| | 42 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | ASTRO SUA Upgrade Operations Support | |
| | 43 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | ASTRO SUA Field Service Support | |

| | | | | | | |
|--|-----|---------------------------------------|---------------------------------|---------------------------------------|---|--|
| | 127 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Motorola Shop Services | |
| | 135 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Drop Ship Freight | |
| | 185 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Motorola Subscriber Services | |
| | 208 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Motorola Project Management Services | |
| | 231 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Motorola Partner Maintenance Support | |
| | 290 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Motorola Warranty Services | |
| | 298 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | ASTRO System Essential Support | |
| | 306 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Site Development Services | |
| | 348 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | ASTRO System Premier Support | |
| | 373 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | ASTRO System Advanced Support | |
| | 390 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | ASTRO System Manager Support | |
| | 427 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | 3rd Party Services | |
| | 431 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Motorola Device Management Support - Essential | |
| | 519 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | ASTRO Security Monitoring Support | |
| | 560 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | ASTRO System Update Service Remote Patching Support | |
| | 561 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | ASTRO Network Monitoring Support | |
| | 670 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Asset Management Service | |
| | 700 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Motorola Device Management Support - Advanced | |
| | 701 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Motorola Device Management Support - Premier | |
| | 724 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Motorola APX Next Management Support - Advanced | |
| | 769 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | ASTRO Preventative Maintenance Support | |
| | 772 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | ASTRO Technical Support | |
| | 814 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | ASTRO Cyber Security Assessment Support | |
| | 823 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | ASTRO SUA Hardware & Software Support | |
| | 847 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Lunarline Cyber Security Services | |
| | 848 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Lunarline Cyber Security Monitoring | |
| | 859 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Delta Risk Cyber Security Services | |
| | 882 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | ASTRO On-Site Support | |
| | 929 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | ASTRO Infrastructure Repair Support | |

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|--|-----|---------------------------------------|---------------------------------|---------------------------------------|---|--|
| | 943 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | ASTRO SUA Training Service Support | |
| | 948 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | 3rd Party Maintenance Support | |
| | 969 | System Integration & Support Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | ASTRO System Update Service Local Patching Support | |
| | 901 | Lifecycle Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Migration Assurance Program | |
| | 902 | Lifecycle Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | SMA | |
| | 903 | Lifecycle Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | SUA, SUA II | |
| | 904 | Lifecycle Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | SUS | |
| | 905 | Lifecycle Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | SA | |
| | 390 | Professional Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Performance Management Reports | |
| | 659 | Professional Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | NG-911 | |
| | 659 | Professional Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Security, IP Networking | |
| | 670 | Professional Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | SI | |
| | 842 | Professional Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | 311 Software | |
| | 561 | Service/Maintenance | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Network Monitoring | |
| | 769 | Service/Maintenance | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Network Preventive Maintenance & Onsite Infrastructure Response | |
| | 769 | Service/Maintenance | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | SUAII | |
| | 772 | Service/Maintenance | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Technical Support | |
| | 929 | Service/Maintenance | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Services | |
| | 206 | Service/Maintenance | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Subscriber Repair | |
| | 293 | Service/Maintenance | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Services/Training | |
| | 17 | Software SI Delivery Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | PremierOne CAD Delivery Services | |
| | 30 | Software SI Delivery Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Flex CAD Delivery Services | |
| | 79 | Software SI Delivery Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Situational Awareness Delivery Services | |
| | 86 | Software SI Delivery Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Emergency Notification Delivery Services | |
| | 90 | Software SI Delivery Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | PremierOne Records Delivery Services | |
| | 97 | Software SI Delivery Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Flex Records Delivery Services | |
| | 99 | Software SI Delivery Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Flex Jail Delivery Services | |
| | 141 | Software SI Delivery Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Digital Evidence Delivery Services | |
| | 168 | Software SI Delivery Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Kodiak Delivery Services | |

| | | | | | | |
|--|-----|-------------------------------|---------------------------------|---------------------------------------|--|--|
| | 327 | Software SI Delivery Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | CAD Mobile Delivery Services | |
| | 331 | Software SI Delivery Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | CAD Suite Deployment | |
| | 473 | Software SI Delivery Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Spillman Delivery Services | |
| | 586 | Software SI Delivery Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | CallWorks Delivery Services | |
| | 639 | Software SI Delivery Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Critical Connect Delivery Services | |
| | 634 | Software SI Delivery Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Situational Awareness 3rd Party HW and SW or just HW | |
| | 572 | Software SI Delivery Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Situational Awareness 3rd Party HW and SW or just HW | |
| | 141 | Software SI Delivery Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Interface SA | |
| | 144 | Software SI Delivery Services | Motorola Solutions, Inc. | Motorola Solutions, Inc. and Partners | Professional Services, Training Analytics Plus Only | |

Motorola Solutions' Offered Items Pricing (Catalog/ Price Book) is available on-line at: <https://www.hgacbuy.org/media/hgacbuy/catalogs/RA05-21/Motorola-Solutions.zip>



Item Number

14.F

Title

Consideration and Possible Action to Approve the purchase of new equipment for Public Works

Submitting Department

Finance

Background/Recommendation

Council and KCDC budgeted for a new piece of machinery for Public Works. The quote that the budget was built on has expired. New quotes have come in. Which has given us 3 options. Option A is a demoed machine that keeps us under budget but comes with out a ditching bucket. Option B is a demoed machine and has the 3 attachments as the original quote but is \$4,092.20 over budget. Option C is a new machine with all three attachments but is \$62,638.80 over budget.

Option A, B, and C includes the mower head with the price of the machine.

Demoed equipment has approximately 23 hours on it.

Depending on which option is selected a budget adjustment maybe required.

Funding Source

Not Applicable

Attachments:

[Option A.pdf](#)

[Option B.pdf](#)

[Option C.pdf](#)



Quote Summary

Prepared For

CITY OF KEMAH
1401 HIGHWAY 146
KEMAH, TX 77565
Business: 281-334-1611

Prepared By

Doug Moore
King Ranch Ag & Turf
2135 Gulf Freeway South
League City, TX 77573
Phone: 281-338-1300
dmoore@king-ranch.com

Sourcewell Member #148091
Sourcewell Contract #032525-ENG
Please make PO out to: King Ranch Ag & Turf & email to
Doug Moore (dmoore@king-ranch.com) for order entry
purposes.

Quote Id: 33617642
Created On: 16 December 2025
Last Modified On: 23 December 2025
Expiration Date: 23 January 2026

| Equipment Summary | Selling Price | Qty | Extended |
|---|----------------------|------------|----------------------|
| ENERGREEN ILF ASPEN FAST 7 BOOM 24' (Demo) - ASPEN042400223 | \$ 203,001.00 | X 1 = | \$ 203,001.00 |
| ENERGREEN 31" GRAPPLE | \$ 11,399.00 | X 1 = | \$ 11,399.00 |
| Equipment Total | | | \$ 214,400.00 |
| Trade In Total | | | \$ 0.00 |

Quote Summary

| | |
|----------------------------|----------------------|
| Equipment Total | \$ 214,400.00 |
| Trade In | |
| SubTotal | \$ 214,400.00 |
| Est. Service Agreement Tax | \$ 0.00 |
| Total | \$ 214,400.00 |
| Down Payment | (0.00) |
| Rental Applied | (0.00) |
| Balance Due | \$ 214,400.00 |

Quote Summary

Prepared For

CITY OF KEMAH
 1401 HIGHWAY 146
 KEMAH, TX 77565
 Business: 281-334-1611

Prepared By

Doug Moore
 King Ranch Ag & Turf
 2135 Gulf Freeway South
 League City, TX 77573
 Phone: 281-338-1300
 dmoore@king-ranch.com

Sourcewell Member #148091
 Sourcewell Contract #032525-ENG
 Please make PO out to: King Ranch Ag & Turf & email to
 Doug Moore (dmoore@king-ranch.com) for order entry
 purposes.

Quote Id: 33617642
Created On: 16 December 2025
Last Modified On: 23 December 2025
Expiration Date: 23 January 2026

| Equipment Summary | Selling Price | Qty | Extended |
|---|---------------|-------|----------------------|
| ENERGREEN ILF ASPEN FAST 7 BOOM 24' (Demo) - ASPEN042400223 | \$ 203,001.00 | X 1 = | \$ 203,001.00 |
| ENERGREEN 31" GRAPPLE | \$ 11,399.00 | X 1 = | \$ 11,399.00 |
| ENERGREEN 59" DITCHING BUCKET | \$ 4,692.20 | X 1 = | \$ 4,692.20 |
| Equipment Total | | | \$ 219,092.20 |
| Trade In Total | | | \$ 0.00 |

Quote Summary

| | |
|----------------------------|----------------------|
| Equipment Total | \$ 219,092.20 |
| Trade In | |
| SubTotal | \$ 219,092.20 |
| Est. Service Agreement Tax | \$ 0.00 |
| Total | \$ 219,092.20 |
| Down Payment | (0.00) |
| Rental Applied | (0.00) |
| Balance Due | \$ 219,092.20 |



Quote Summary

Prepared For

CITY OF KEMAH
1401 HIGHWAY 146
KEMAH, TX 77565
Business: 281-334-1611

Prepared By

Doug Moore
King Ranch Ag & Turf
2135 Gulf Freeway South
League City, TX 77573
Phone: 281-338-1300
dmoore@king-ranch.com

Sourcewell Member #148091
Sourcewell Contract #032525-ENG
Please make PO out to: King Ranch Ag & Turf & email to
Doug Moore (dmoore@king-ranch.com) for order entry
purposes.

Quote Id: 33617073
Created On: 15 December 2025
Last Modified On: 16 December 2025
Expiration Date: 16 January 2026

| Equipment Summary | Selling Price | Qty | Extended |
|---|---------------|-------|------------------------|
| ENERGREEN ILF ASPEN - FAST 7 - <i>NEW</i> (24FT) | \$ 261,546.70 | X 1 = | \$ 261,546.70 |
| ENERGREEN 31" GRAPPLE | \$ 11,399.99 | X 1 = | \$ 11,399.99 |
| ENERGREEN 59" DITCHING BUCKET | \$ 4,692.20 | X 1 = | \$ 4,692.20 |
| ENERGREEN 39" DITCHING BUCKET <i>Remove</i> | \$ 3,560.77 | X 1 = | \$ 3,560.77 |
| Equipment Total | | | \$ 281,199.66 |
| Trade In Total | | | \$ 0.00 |

Quote Summary

| | |
|----------------------------|--------------------------|
| Equipment Total | \$ 281,199.66 |
| Trade In | |
| SubTotal | \$ 281,199.66 |
| Est. Service Agreement Tax | \$ 0.00 |
| Total | \$ 281,199.66 |
| Down Payment | (0.00) |
| Rental Applied | (0.00) |
| Balance Due | \$ 281,199.66 |

277,638.89



Item Number

14.G

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.

Funding Source

Not Applicable

Attachments:

[CDBG-DR LCP Admin RFP Document.docx](#)

[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](#)

[Public Management Inc._Administrative Services Proposal_Kemah_LCP_11.25.25.pdf](#)

Request for Proposal (RFP) for Administration Professional 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 Proposals (“RFP”) for professional administration 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 construction 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 RFP. 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,

Cesar Garcia, City Manager

RFP for Administration Professional Services

The City of Kemah is seeking well-qualified administration/activity delivery service provider(s) to assist the City in preparing application(s) for and in the overall administration or 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

Administration Services

A sample detailed Scope of Services for CDBG-DR administration services provided by the GLO is enclosed in this packet. The administration service provider to be hired will provide application and contract-related management services, including but not limited to the following areas:

Pre-Funding Services*

Provider will assist in developing project scope(s) and complete CDBG-DR application(s). The provider will work with the local government and Engineer, if applicable, to provide the concise information needed for submission of one or more complete CDBG-DR funding applications and related documents. The required information shall be submitted in a format to be described by the GLO.

Post-Funding Services

Provider will administer and provide activity delivery of infrastructure, utilities, housing and eligible projects approved for CDBG-DR funding. The selected service provider must follow all requirements of the HUD CDBG-DR program as administered by the GLO.

General Administration Services

- Administrative Duties
- Construction Management
- Acquisition Duties (as necessary)
- Buyout Duties (as necessary)
- Environmental 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 administration service providers experienced in grant application preparation, and administration/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. Proposed Cost of Services

Provide your cost proposal to accomplish the scope of work by activity or to complete a specific service outlined above and for any additional services required using the Cost of Services page(s) included in this packet: Required RFP Forms. The specific projects and grant amounts are yet to be determined; therefore, vendors should propose pricing based on the potential funding amounts provided.

The local government will consider 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. As such, proposers may specify any maximum limit to the total dollar value of grant funds they are able and willing to manage. Service providers may submit proposals for any or all activities. Preference will be given to firm fixed pricing. The proposal must include all costs that are necessary to successfully complete these activities. Note that the lowest/best bid will not be used as the sole basis for entering into this contract; rather, award will be made to the service provider(s) providing the best value, cost and other factors considered.

Profit (either % / actual cost) must be identified and negotiated as a separate element of the price of the contract. To comply, the respondent must disclose and certify in its proposal the percentage of profit being used. “Cost plus percentage of cost” type proposals are prohibited.

4. Evaluation Criteria - The proposal received will be evaluated and ranked according to the following criteria and using the rating sheet enclosed:

| <u>Criteria</u> | <u>Maximum Points</u> |
|---------------------|-----------------------|
| Experience | 30 |
| Work Performance | 30 |
| Capacity to Perform | 20 |
| Proposed Cost | 20 |
| Total | 100 |

5. 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). 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.
6. 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

LiftFund - Dallas Fort Worth Women's Business Center
 8828 N. Stemmons Fwy, Suite 142, Dallas, TX 75247

888-215-2373
wbcdfw@liffund.com

LiftFund - San Antonio Women's Business Center
600 Soledad St., San Antonio, TX 78205
888-215-2373
wbc@liffund.com

SBA also provides assistance at Small Business Development Centers located across Texas:
<https://americassbdc.org/small-business-consulting-and-training/find-your-sbdc/>

7. **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) 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.

Texas General Land Office
Community Development Block Grant Disaster Recovery (CDBG – DR) Local Communities Program (LCP)

Administration Services
Description of Programs

Below is a description of proposed Community Development Block Grant- Disaster Recovery (CDBG-DR) 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 Administration 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 recovery in connection with any federally declared disaster. Providers will assist the GLO and/or grant recipients in completion of CDBG-DR projects. Respondents may be qualified to provide Grant Administration services for one or more programs or services (environmental, acquisition/buyout, general administration, etc.) Grant administrative services must be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the GLO.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Respondent must be able to perform the tasks listed herein to be considered eligible for an award under this Solicitation. Respondents should provide a detailed narrative of their experience as it relates to each of the items below. Respondents should clearly indicate if they intend to provide services in-house with existing staff or through subcontracting or partnership arrangements. Grant Administration Services will be provided in conformance with the guidance documents and use forms provided by the subrecipient utilizing GLO guidance. The providers shall furnish pre-funding and post-funding grant administrative services to complete the CDBG-DR projects, including, but not limited to the following:

Pre-Funding Services

Grant Administrator will develop project scope and complete CDBG-DR application(s). The provider will work with the subrecipient and Engineering, if applicable, to provide the concise information needed for submission of complete CDBG-DR funding application(s) and related documents. The required information shall be submitted in a format to be described by the GLO.

Post-Funding Services

Grant Administrator will provide Grant Administration Services required to complete infrastructure, acquisition/buyout, housing and other eligible projects approved for CDBG-DR funding. The selected service provider must follow all requirements of the Texas CDBG-DR program.

Grant Administration Services

a) General Administrative Duties:

- i. Ensure program compliance including all CDBG-DR requirements and all parts therein, current Federal Register, etc.
- ii. Assist subrecipient in establishing and maintaining financial processes.
- iii. Obtain and maintain copies of the subrecipient's most current contract including all related change requests, revisions and attachments.
- iv. Establish and maintain record keeping systems.
- v. Assist subrecipient with resolving monitoring and audit findings.
- vi. Serve as monitoring liaison.
- vii. Assist subrecipient with resolving third party claims.
- viii. Report suspected fraud to the GLO.
- ix. Submit timely responses to the GLO requests for additional information.
- x. Complete draw request forms and supporting documents.
- xi. Facilitate outreach efforts, application intake, and eligibility review.
- xii. Utilize and assist with GLO's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.
- xiii. Submit change requests and all required documentation related to any change requests.
- xiv. Coordinate, as necessary, between subrecipient and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontractor and GLO to effectuate the services requested.
- xv. May assist in public hearings.
- xvi. Will work with GLO's system of record.
- xvii. Provide monthly project status updates.
- xviii. Funding release will be based on deliverables identified in the contract.
- xix. Labor and procurement duties:
 - a. Provide all Labor Standards Officer (LSO) Services.
 - b. Ensure compliance with all relevant labor standards regulations.
 - c. Ensure compliance with procurement regulations and policies.
 - d. Maintain document files to support compliance.

- xx. Financial duties:
 - a. Prepare and submit all required reports (Section 3, Financial Interest, etc.).
 - b. Assist subrecipient with the procurement of audit services.
 - c. Assist subrecipient in establishing and maintaining a bank account for program funds.
 - d. Implementation and coordination of Affirmatively Furthering Fair Housing (“AFFH”) requirements as directed by HUD and the GLO.
 - e. Implementation and coordination of Section 504 requirements.
 - f. Program compliance.
 - g. Ensure that fraud prevention and abuse practices are in place and being implemented.
 - h. Prepare and submit all closeout documents.
 - i. Submit all invoices no later than 60 days after the expiration of the contract. All outstanding funds may be swept after 60 days. The provider may request an extension of this requirement in writing.
 - j. Assist in preparation of contract revisions and supporting documents including but not limited to:
 - Amendments/modifications,
 - Change orders.
- xxi. Perform any other administrative duty required to deliver the project.

b) Construction Management

- i. The provider will assist the subrecipient in submitting/setting up project applications in the GLO’s system of record.
- ii. The provider may compile and collate complete contract/bid packages that meet GLO program requirements. The packages will contain supporting documentation that meets or exceeds the requirements of the GLO’s program. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
- iii. The provider may monitor, report, and evaluate contractor’s performance; notify the subrecipient if the contractor(s) fails to meet established scheduled milestones. Receive, review, recommend, and process any change orders as appropriate to the individual projects.
- iv. The provider may assist the subrecipient with project Activity Draws/Close Out.
- v. The provider may assist the subrecipient by submitting all the necessary documentation for draws and to close a project activity in the GLO’s system of record. The provider will compile, review for completeness, and collate complete contract/closeout packages that meet GLO program requirements for draw requests. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
- vi. The provider may assist the subrecipient in developing Architectural and Engineering plans with guidance from the GLO.
- vii. Reassignment scope alignment (if necessary).

c) Acquisition Duties:

- i. Submit acquisition reports and related documents.
- ii. Establish acquisition files (if necessary).
- iii. Complete acquisition activities (if necessary).

d) Buyout Duties (as necessary):

- i. Project planning, design, and startup
 - Assist subrecipient with procuring necessary vendors including appraiser, title vendor, and demolition contractor.
 - Develop subrecipient’s Policy and Procedure Manual ("Program Guidelines"), and manage subsequent public comment process.
- ii. Property owner notifications
 - Generate and send required mailings to owners and tenants of each parcel targeted for buyout/acquisition.
 - Handle subsequent communication with owners and tenants while developing a contact log for future outreach.
- iii. Intake meetings
 - Advertise, schedule, and conduct intake with interested homeowners. During intake meetings case managers will collect all available documentation necessary to determine eligibility.
 - If there are tenants living in the property, case manager will send them General Information Notices to inform them of the program and their rights.
- iv. Eligibility verification
 - Management staff will review all intake documentation and verify eligibility.

- If applicable, firm will verify duplicative benefits (DOB) and calculate eligible receipts.
- Maintain applicant data in a secure system of record and comply with all record-keeping requirements of the General Land Office.
- v. Environmental reviews and site specific clearances
 - Conduct all required environmental reviews (Tier I and Tier II) and generate environmental clearance reports for each applicant file.
- vi. Offer package generation, approval, and mailing
 - Notify subrecipient that offer packages are ready, and use independently procured appraisals to determine the fair market value of buyout properties.
 - Generate and mail offer packages upon the subrecipient approval.
- vii. Offer meeting
 - Schedule and conduct offer meetings with property owners to discuss their options; accept, appeal or decline.
 - If the owner decides to appeal, the case manager will provide advisory services to guide owner through appeal process.
 - If the owner accepts, a contract of sale will be signed at the offer meeting.
- viii. Closing
 - Coordinate with property owner and subrecipient's procured title company to ensure the clear passage of title.
 - Assist property owner with relocation arrangements and schedule real estate closing.
- ix. Draw/funding requests
 - Assist subrecipient with GLO draw requests, funding requests, wire tracking, and coordinating program activities to align with funding schedule.
- x. File, audit, closeout, and demolition
 - Complete final audit to ensure all procedures were properly followed.
 - Transfer physical files to subrecipient and complete remaining data entry.
 - Provide procured demolition contractor with property access.

e) Environmental Services

- i. Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;
- ii. If necessary, conduct tiered environmental review and submit broad and site-specific environmental reviews as required by 24 CFR Part 58.
- i. Prepare, complete and submit HUD required forms for environmental review and provide all documentation to support environmental findings;
- ii. Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;
- iii. Be able to perform or contract special studies, additional assessments, or permitting to secure environmental clearance. These may include, but are not limited to biological assessments, wetland delineations, asbestos surveys, lead-based paint assessments, archeology studies, architectural reviews, Phase I & II ESAs, USACE permits, etc.;
- iv. Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;
- v. Maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed and no work is conducted without authorization;
- vi. Complete and submit the environmental review into GLO's system of record;
- vii. At least one site visit to project location and completion of a field observation report;
- viii. Prepare and submit for publication all public notices including, but not limited to the Notice of Finding of No Significant Impact (FONSI), Request for Release of Funds floodplain/wetland early and final notices in required order and sequence;
- ix. Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;
- x. Process environmental review and clearance in accordance with NEPA;
- xi. Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
- xii. Prepare and submit Monthly Status Report; and
- xiii. Participate in regularly scheduled progress meetings.

Administration Professional Services Rating Sheet

Grant Recipient _____ Name of Respondent _____

Evaluator's Name _____ Date of Rating _____

Rate the Respondent of the Request For Proposal (RFP) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience

| <u>Factors</u> | <u>Max.Pts.</u> | <u>Score</u> |
|--|-----------------|--------------|
| 1. Related Experience / Background with federally funded projects | 5 | _____ |
| 2. Related Experience / Background with specific project type (infrastructure, acquisition of property, coordination with regulatory agency, etc.) | 5 | _____ |
| 3. Related experience/background with specific services: | | |
| a. Administrative, construction management, and related acquisition | 5 | _____ |
| b. Environmental review | 5 | _____ |
| c. Buyout management (if not applicable score '0') | 5 | _____ |
| 4. References from current/past clients | 5 | _____ |
| Subtotal, Experience | 30 | _____ |

Work Performance

| <u>Factors</u> | <u>Max.Pts.</u> | <u>Score</u> |
|--|-----------------|--------------|
| 1. Submits requests to client/GLO in a timely manner | 5 | _____ |
| 2. Responds to client/GLO requests in a timely manner | 5 | _____ |
| 3. Past client/GLO projects completed on schedule | 5 | _____ |
| 4. Work product is consistently of high quality with low level of errors | 5 | _____ |
| 5. Past client/GLO projects have low level of monitoring findings/concerns | 5 | _____ |
| 6. Manages projects within budgetary constraints | 5 | _____ |
| Subtotal, Performance | 30 | _____ |

Capacity to Perform

| <u>Factors</u> | <u>Max.Pts.</u> | <u>Score</u> |
|---|-----------------|--------------|
| 1. Qualifications / Experience of Staff | | |
| a. Administrative, construction management, and related acquisition | 4 | _____ |
| b. Environmental review | 4 | _____ |
| c. Buyout management (if not applicable score '0') | 4 | _____ |
| 2. Present and Projected Workloads | 4 | _____ |
| 3. Demonstrated understanding of scope of the CDBG-DR Project | 4 | _____ |
| Subtotal, Capacity to Perform | 20 | _____ |

Proposed Cost

| <u>Factors</u> | <u>Max.Pts.</u> | <u>Score</u> |
|--|-----------------|--------------|
| Proposed cost is in line with independent estimate and compared with all cost proposals received | 20 | _____ |
| A = Lowest Proposal \$ _____ $A \div B \times 20 = \text{Respondent's Score}$ | 20 | _____ |
| B = Respondent's Proposal \$ _____ | | |

TOTAL SCORE

| <u>Factors</u> | <u>Max.Pts.</u> | <u>Score</u> |
|--|-----------------|--------------|
| <input type="checkbox"/> Experience | 30 | _____ |
| <input type="checkbox"/> Work Performance | 30 | _____ |
| <input type="checkbox"/> Capacity to Perform | 20 | _____ |
| <input type="checkbox"/> Proposed Cost | 20 | _____ |
| Total Score | 100 | _____ |

Cost of Services: Administration Services (Infrastructure)

Indicate **No Cost Proposal** if your firm is not proposing for the services specified on this Cost of Services page.

The City may apply for all, none, or any combination of the CDBG-DR infrastructure programs listed below (see the Administration Services—Description of Programs in this RFP) and choose one or more service providers to implement awarded activities.

Maximum amount of grant funds firm is able and/or willing to manage: \$

Indicate pricing for any/all CDBG-DR programs for which firm is able and/or willing to provide specified services at the level of the total award amount.

Proposed Cost to Provide All Grant Administration Services

General Administrative, Environmental, Construction Mgt, related Acquisition Duties (Not Buyout)

Total Award Amount

| Program | \$500,000 | \$1,000,000 | \$3,000,000 | \$5,000,000 |
|---|-----------|-------------|-------------|-------------|
| <input type="checkbox"/> CDBG-DR 2024 Disasters – Local Communities Program | | | | |

Proposed Cost to Provide General Administrative, Construction Management, related Acquisition Duties Only (not Buyout)

Total Award Amount

| Program | \$500,000 | \$1,000,000 | \$3,000,000 | \$5,000,000 |
|---|-----------|-------------|-------------|-------------|
| <input type="checkbox"/> CDBG-DR 2024 Disasters – Local Communities Program | | | | |

Proposed Cost to Provide Environmental Services Only

Total Award Amount

| Program | \$500,000 | \$1,000,000 | \$3,000,000 | \$5,000,000 |
|---|-----------|-------------|-------------|-------------|
| <input type="checkbox"/> CDBG-DR 2024 Disasters – Local Communities Program | | | | |

Proposed Cost to Provide Buyout Services Only (as needed--in addition to any of the above Service Fees)

Total Award Amount

| Program | \$500,000 | \$1,000,000 | \$3,000,000 | \$5,000,000 |
|---|-----------|-------------|-------------|-------------|
| <input type="checkbox"/> CDBG-DR 2024 Disasters – Local Communities Program | | | | |

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.

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)

| | | |
|---|--|---|
| Type of Federal Action: _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance | Status of Federal Action: _____ a. bid/offer/application _____ b. initial award _____ c. post-award | Report Type: _____ a. initial filing _____ b. material change |
| Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known: | | If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: |
| Federal Department/Agency: | 7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____ | |
| Federal Action Number, if known: | 9. Award Amount, if known: \$ _____ | |
| 10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> | b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> | |
| 11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____ | |
| Federal Use Only | Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97) | |

(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. | | Must file online at www.ethics.state.tx.us/File | |
| 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 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| 5 Check only if there is NO Interested Party. <input type="checkbox"/> | | | |
| 6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address is _____ (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</u> of the Local Government Code |

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| | <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> | |
| <p>>\$10,000</p> | <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>Use the following language for contracts > \$ 10,000:</p> <p><u>Termination for Cause</u></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> |

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| | <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><u>Termination for Convenience of the City/County</u></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> | |
| <p>>\$50,000</p> | <p><i>(A) 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>Use the following language for contracts > \$50,000:</p> <p><u>Resolution of Program Non-compliance and Disallowed Costs</u></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> | <p>2 CFR 200 APPENDIX II (A)</p> |

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| | 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 |
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| >\$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 > \$10,000:</i></p> <p>\$60-1.4(b) Equal opportunity clause.</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> |

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| | <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

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| | <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> | |
| <p>>\$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>24 CFR §135.38</p> |

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| | <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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| | <p>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> | |
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Construction Contracts

| THRESHOLD | PROVISION | CITATION |
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| <p>>\$2,000 for Davis Bacon and Copeland “Anti-Kickback” Act; >\$100,000 for Contract Work Hours and Safety Standards Act</p> | <p><i>HUD 4010 Federal labor standards provisions include:</i></p> <ol style="list-style-type: none"> 1. <i>Davis Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by DOL regulations (29 CFR part 5);</i> 2. <i>Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3); and</i> 3. <i>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.)</i> <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> | |
| <p>>\$2,000 (Satisfied with inclusion of HUD 4010)</p> | <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> | <p>2 CFR 200 APPENDIX II (D)</p> |

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| | <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> | |
| <p>>\$10,000</p> | <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 > \$10,000:</i></p> <p>§60-1.4(b) Equal opportunity clause.</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><i>(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</i></p> | <p>41 CFR §60-1.4(b) And 2 CFR 200 APPENDIX II (C)</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.

(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.

(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.

(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.

(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.

(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

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 assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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

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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> | |
| <p>≥\$100,000</p> | <p>(l) 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> |

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| | 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. | |
| >\$100,000 (Satisfied with inclusion of HUD 4010) | (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. | 2 CFR 200 APPENDIX II (E) |
| >\$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> <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> | 24 CFR §135.38 |

| | | |
|----------------------|--|--------------------------------------|
| | <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> | |
| <p>>\$150,000</p> | <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> |

- 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

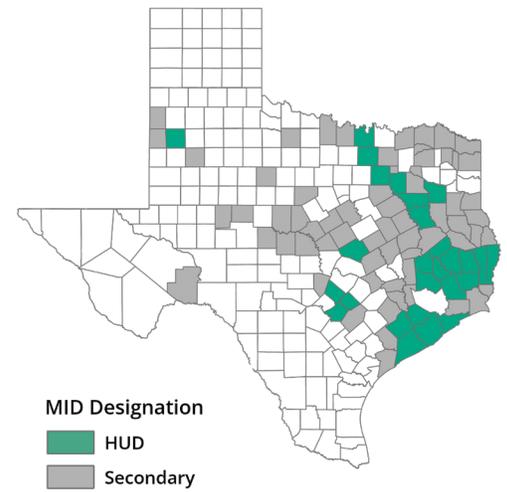
Reimbursement up to \$75,000 per household of eligible expenses incurred by homeowners for repairs made prior to application to a primary residence in a HUD MID county.

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

November 25, 2025

Cesar Garcia
City Administrator
City of Kemah
1401 Highway 146
Kemah, TX 77565

RE: Proposed Cost Structure, Letter of Profit Statement and Negotiation

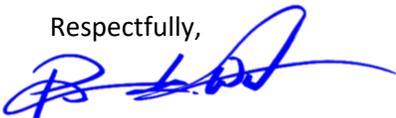
Dear Mr. Garcia:

To comply with federal procurement regulations at 2 CFR 200.323, a non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Public Management, Inc.'s proposed fee for Administrative Services, detailed in the following contract is in-line with other established fee schedules by similar federal programs (FEMA, CDBG, etc.). Of this fee, our level of profit for this contract is approximately 10-15%. We believe this profit level is justifiable for several reasons: the extensive work Public Management, Inc. undertakes in preparing project start-up and mapping; the environmental review; complete contract management and coordination with all vendors and contractors; labor standards; financial management; procurement compliance; contract closeout; as well as our investment in hiring and training highly qualified project managers; and the quality of our past work as demonstrated in our proposal.

Since our profit must be negotiated separately from our overall contract price, please accept this letter as the attachment to our contract. Acknowledgment of this letter or the execution of our contract is believed to be acceptance of the proposed profit that Public Management, Inc. expects to clear for managing this contract.

Respectfully,



Patrick K. Wiltshire
President

Cost of Services: Administration Services (Infrastructure)

Indicate **No Cost Proposal** if your firm is not proposing for the services specified on this Cost of Services page.

The City may apply for all, none, or any combination of the CDBG-DR infrastructure programs listed below (see the Administration Services—Description of Programs in this RFP) and choose one or more service providers to implement awarded activities.

Maximum amount of grant funds firm is able and/or willing to manage: \$5,000,000.00

Indicate pricing for any/all CDBG-DR programs for which firm is able and/or willing to provide specified services at the level of the total award amount.

Proposed Cost to Provide All Grant Administration Services

General Administrative, Environmental, Construction Mgt, related Acquisition Duties (Not Buyout)

| Program | Total Award Amount | | | |
|--|--------------------|-------------|-------------|-------------|
| | \$500,000 | \$1,000,000 | \$3,000,000 | \$5,000,000 |
| <input checked="" type="checkbox"/> CDBG-DR 2024 Disasters – Local Communities Program | \$45,000 | \$80,000 | \$210,000 | \$300,000 |

Proposed Cost to Provide General Administrative, Construction Management, related Acquisition Duties Only (not Buyout)

| Program | Total Award Amount | | | |
|--|--------------------|-------------|-------------|-------------|
| | \$500,000 | \$1,000,000 | \$3,000,000 | \$5,000,000 |
| <input checked="" type="checkbox"/> CDBG-DR 2024 Disasters – Local Communities Program | \$35,000 | \$65,000 | \$190,000 | \$275,000 |

Proposed Cost to Provide Environmental Services Only

| Program | Total Award Amount | | | |
|--|--------------------|-------------|-------------|-------------|
| | \$500,000 | \$1,000,000 | \$3,000,000 | \$5,000,000 |
| <input checked="" type="checkbox"/> CDBG-DR 2024 Disasters – Local Communities Program | \$10,000 | \$15,000 | \$20,000 | \$25,000 |

Proposed Cost to Provide Buyout Services Only (as needed--in addition to any of the above Service Fees)

| Program | Total Award Amount | | | |
|--|--------------------|-------------|-------------|-------------|
| | \$500,000 | \$1,000,000 | \$3,000,000 | \$5,000,000 |
| <input checked="" type="checkbox"/> CDBG-DR 2024 Disasters – Local Communities Program | TBD | TBD | TBD | TBD |

This contract ("Contract") is made and entered effective _____, 2025 by and between **PUBLIC MANAGEMENT, INC.**, a Texas corporation, of Houston, Harris County, Texas ("Consultant") and the **CITY OF KEMAH**, ("Client") for the purpose of retaining Consultant to render **Application Preparation** and **Administration Services** to the Client for the Community Development Block Grant – Disaster Recovery (CDBG-DR) Program's Local Community Program (LCP), administered by the Texas General Land Office (GLO)

Client and Consultant agree that Consultant will provide services to Client on the terms and conditions outlined in this Contract.

I.

Consultant will provide Client with administrative services as follows:

PRE- FUNDING SERVICES:

Application Preparation: The Consultant will prepare the application as directed by the Client to apply for available funding sources adherent to the state and federal agencies guidelines. The Consultant will coordinate all activities and other service providers with regard to the preparation of the application, including, but not limited to:

- Review of proposed project for program compliance and will work with Client staff to provide an overview;
- Advise on important deadlines and procedures;
- Schedule project meetings with client staff to evaluate proposed project and timeframes.
- Prepare project description in conjunction with staff and project engineer;
- Evaluate project objective and develop timelines/milestones;
- Prepare project maps in ArcGIS and PDF format;
- Prepare necessary preliminary Environmental Compliance documentation;
- Conduct public hearings (as applicable) for application submission and attend Client meeting to address application development;
- Package complete application with all pertinent supplemental documentation for client to review prior to submission;
- Identify and document beneficiaries;
- Advise client on funding availability, anticipated scoring, selection and award process.

POST FUNDING SERVICES

GENERAL ADMINISTRATION SERVICES

Administrative Duties: The Consultant will coordinate, as necessary, between Client and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontract and/or administrative agency to effectuate the services requested.

- Oversee the project and achieve all of the project goals within the constraints given by the funding agency;
- Develop and implement project phases to plan, budget, oversee, and document all aspects of the specific project;
- Coordinate all activities related to the project's successful completion with all other professionals and organizations associated with this project.

Recordkeeping: The Consultant will assist the Client with maintaining all records generated by the program. This includes all records required by the funding agency and the Client (i.e. program management records).

- Complete filing system will be developed and maintained at Client's office;
- Both physical and electronic form of records will be developed and accessible;
- Records will be updated as necessary to ensure compliance with funding source and administrative agency;
- Records will be retained for the appropriate period of time as dictated by the funding agency, with electronic records available for perpetuity.

Financial Management: The Consultant will assist the Client in keeping the general journal, general ledger, cash receipts journal and all other necessary financial documents, as well as monitor the Client's financial system.

- Utilize and assist with the agency's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.;
- Request fund expenditure in-line with project milestones;
- Develop a detailed Contract Ledger;
- Establish a filing system that accurately and completely reflects the financial expenditures of the program and project(s);
- Keep track of disbursement of funds and ensure that the vendors are paid within the required timeframe set out by the funding agency.

Construction Management: The Consultant will coordinate and supervise the project to ensure designated activities are realizing the intended outcomes as stated in contract documents. We will oversee specialized contractors and other personnel and allocate necessary resources.

- Assist the Client in submitting/setting up project applications in the Agency's system of record;
- Coordinate the development, completion, and execution of contract documents to ensure supporting documentation is in order;
- Conduct regular on-site visitations and assessments;
- Development and maintenance of construction management status log;
- Recommendation and development of scope realignments as prescribed by the project's complexities.

CONTRACT ADMINISTRATION SERVICES

Administrative Duties: The Consultant will work with the Client's staff to provide the necessary administrative and planning services to see the project to completion. The Consultant will meet with officials on a regular basis to review progress on the objectives of the project and then take actions to see that those objectives are met.

- Act as the Client's liaison to the funding agency in all matters concerning the project;
- Coordinate communication via email, conference call, facsimile, and direct meetings to ensure the project is on schedule and all parties are properly informed;
- Prepare and submit any necessary reports required by the funding agency during the course of the project (i.e. Monthly/Quarterly Progress Reports, Project Monitoring Reports, Project Completion Reports, etc.);

- Provide Client staff specific instructions on the necessary administrative procedures that will assure a successful project;
- Establish and maintain record keeping systems;
- Assist with resolving monitoring and audit findings.

Real Property Acquisition (as applicable): The Consultant will assist the Client in the preliminary acquisition assessment as well as the development and/or coordination of acquisition of real property (real property in the context of acquisition refers to permanent interest in real property as well as certain less-than-full-fee interests in real property).

- Adherence to the Uniform Act (URA) which guides the acquisition of real property that may be necessary to the needs of the project;
- ***If it is determined that property needs to be acquired, Public Management, Inc. will perform the following services according to the URA for an additional fee.***
- Development and maintenance of appropriate file materials to ensure compliance with federal, state, and program requirements;
- Administrative coordination of parcels, values, correspondence;
- Coordinate property appraisals and determine just compensation;
- Ensure easement/right of way boundaries are in line with proposed project and survey;
- Completion and/or file closure of acquired property.

Environmental Services: The Consultant will prepare all documents and correspondence for environmental review and clearance as well as maintain close coordination with local officials, project engineer and other members of the project Consultant to assure appropriate level of environmental review is performed. This project element will abide by the National Environmental Policy Act (NEPA) or any other Federal, State or local regulation as applicable.

- Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;
- Prepare and maintain a written environmental review record;
- Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;
- Conduct site-visits as necessary to ensure environmental compliance;
- Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;
- Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;
- Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
- Assist in compliance with flood plain and wetlands management review guidelines;
- ***Not included in this service are archeological, engineering, or other special service costs mandated by environmental review record compliance agencies.***

Civil Rights Requirements: The Consultant will structure the program so that all procurement procedures, contracts, and policies will be in accordance with state and federal regulations associated thereto. Ensure that the contractors make affirmative efforts to employ Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises.

- Set up Civil Rights & Citizen Participation File;
- Designate a Civil Rights Officer (CRO);
- Adopt policies and grievance procedures regarding Citizen Participation;
- Adopt Policies and Pass Resolution/Proclamation/Ordinances regarding Civil Rights;
- Publish Citizen Participation and Civil Rights Notices;
- Place necessary documentation in Bid Packets for Contractors;
- Include required clauses in Construction Contracts between Grant Recipient and Contractor;
- Take action to Affirmatively Further Fair Housing;
- The Consultant will be diligent and consistent in implementing the project's civil rights responsibilities and will undertake further action and reporting requirements.

Procurement/Bidding/Contracting: Procurement is the process through which an entity obtains goods and services from vendors. The Consultant will assist the Client in following appropriate procurement procedures to obtain professional and construction services necessary to complete the project.

- Provide assistance to ensure compliance with Local Government Code Chapter 252 as applicable to goods and services;
- Provide assistance to ensure compliance with 2 CFR 200.320 (Methods of Procurement to be Followed).

Labor Standards Monitoring: The Consultant will ensure that all labor standards laws and regulations are observed during the course of the project. The Consultant will structure the program so that all procurement procedures and contracts will meet equal opportunity requirements. The Consultant will also ensure that the contractors make affirmative efforts to employ minority persons and minority subcontractors. Ensure compliance with laws regarding Labor Standards, which include:

- Davis-Bacon Act (40 USC Chapter 31, Subchapter IV);
- Contract Work Hours & Safety Standards Act (CWHSSA);
- Copeland (Anti-Kickback) Act (18 USC 874; 40 USC 3145);
- Fair Labor Standards Act.

Force Account (as applicable): The Consultant will assist the Client in preparing force account documentation for the project, if necessary, and will consolidate this information for suitable presentation to funding agency.

- Develop and maintain documentation of all associated costs;
- Using appropriate recordkeeping forms required by funding agency;
- Submit documentation upon completion of necessary milestones.

Contract Close-out Assistance: The Consultant will prepare any necessary reports required by the funding agency to close out the project. The Consultant will work with the Client in preparing the annual audits and necessary actions to ensure the project reaches the "Administratively Closed" status.

- Ensure projects outcomes are in line with contract documents and funding agency's goals and objectives;
- Ensure project beneficiaries are appropriately documented and reported;

- Develop, complete, and submit project completion report(s) and any other necessary administrative completion documents.

It is specifically agreed and understood that Consultant will not provide either personally or by contract any professional or technical services requiring a license by the State of Texas in any phase or aspect of the foregoing. Rather, Consultant will advise Client of the need of such services in furtherance of the planned objectives of Client's Program.

Client acknowledges that Consultant is providing Administrative Services only to Client and that Consultant is not responsible for any procurement activities for or on behalf of the Client. That is, Client, not Consultant, will advertise for and procure the services of any third party required to fulfill Program requirements. By way of example only, Client, not Consultant, must timely and properly post any advertisements necessary to fulfill Program requirements and Client, not Consultant, will enter into any required contracts with third parties necessary to fulfill Program requirements.

Client Initials _____

Consultant Initials _____

II.

Consultant hereby agrees that in the implementation of this Contract, Consultant will comply with the terms and conditions of **Attachment III**, which document is attached hereto and incorporated herein for all purposes, as if set out herein verbatim.

III.

Client is awarding this contract in accordance with the State of Texas Government Code 2254, Professional and Consulting Services.

IV.

It is agreed by the parties hereto that Consultant will, in the discharge of services herein, be considered as an Independent Contractor as that term is used and understood under the laws of the State of Texas and further for the purposes of governing Consultant's fees under the Procurement Standards of Title 2 CFR Part 200.

V.

For work associated to **CDBG-DR LCP** and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed **ZERO DOLLARS (\$0.00)** for **Application Preparation Services**.

For work associated to **CDBG-DR LCP** and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed the maximum percentage on the table below for **Administrative Services**. *The fee will be based on final grant award amount. Consultant reserves the right to renegotiate fees based on the type of project being pursued:*

| <i>CDBG-DR Grant Amount</i> | <i>Percentage Factor</i> | <i>Fee Not to Exceed</i> |
|------------------------------|--------------------------|--------------------------|
| \$500,000 - \$999,999.99 | 9.00% | \$89,999.91 |
| \$1,000,000 - \$2,499,999.99 | 8.00% | \$200,000.00 |
| \$2,500,000 - \$4,999,999.99 | 7.00% | \$350,000.00 |
| \$5,000,000.00 | 6.00% | \$300,000.00 |

VI.

It is agreed that upon determination of total funding request amount Consultant and Client will execute the **Work Authorization (Attachment I)** that will detail final contract amount and cost for services. It is also agreed that payments to such Consultant shall be subject to adjustment where monitoring reviews or audits by the agency indicate that personal services were compensated at greater than reasonable rates.

Services that fall outside the regular scope and/or are not part of the proposed scope will be billed according to the hourly rate and fee schedule defined in **Corporate Hourly Rate and Fee Schedule (Attachment II)**. *Prior to Consultant performing any services which are not part of the proposed scope, Consultant shall submit to Client, per paragraph of this contract, a projected hourly schedule and projected total fee for approval.*

VII.

Payment of the fees associated with (“**Part V. and VI.**”) - Payment Schedule of this Agreement – shall be contingent upon funding award. In the event that grant funds are not awarded to the Client this agreement shall be terminated by the Client.

VIII.

For purposes of this Contract, the City Judge or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for Consultant. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

IX.

This Contract shall extend and be in full force until the Program has been fully closed out by the agency. Notwithstanding the foregoing, this Contract may be terminated by Consultant, with or without cause, on forty-five (45) days’ written notice to Client.

X.

Termination for Cause by Client: If Consultant fails to fulfill in a timely and proper manner its obligations under this Contract, or if Consultant violates any of the covenants, conditions, contracts, or stipulations of this Contract, Client shall have the right to terminate this Contract by giving written notice to Consultant of such termination and specifying the effective date thereof, which shall be at least five (5) 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 Consultant pursuant to this Contract shall, at the option of Client, be turned over to Client and become the property of Client. In the event of termination for cause, Consultant shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Termination for Convenience by Client: Client may at any time and for any reason terminate Consultant's services and work at Client's convenience upon providing written notice to the Consultant specifying the extent of termination and the effective date. Upon receipt of such notice, Consultant 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. Upon such termination, Consultant shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Consultant as are permitted by the prime contract and approved by Client; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Consultant prior to the date of the termination of this Agreement. Consultant shall not be entitled to any claim or claim of lien against Client for any additional compensation or damages in the event of such termination and payment.

Resolution of Program Non-Compliance and Disallowed Costs: In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or 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 thirty (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 thirty (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 Contract and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within sixty (60) days of the initiation of that procedure, either party may proceed to file suit.

XI.

Client, the agency, the U.S. Department of Housing and Urban Development (HUD) and/or Federal Emergency Management Agency (FEMA), Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of Consultant which are directly pertinent to this Program, for the purpose of making audit, examination, excerpts, and transcriptions, and to close out the Client's contract. Consultant agrees hereby to maintain all records made in connection with the Program for a period of three (3) years after Client makes final payment and all other pending matters are closed. All subcontracts of Consultant shall contain a provision that Client, the agency, and the Texas State Auditor's Office, or any successor agency or representative, shall have access to all books, documents, papers and records relating to subcontractor's contract with Consultant for the administration, construction, engineering or implementation of the Program between the agency and Client.

XII.

If, by reason of force majeure, either party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Contract, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "force majeure" as employed herein shall mean acts of God, acts of public enemy, orders of any governmental entity of the United States or of the State of Texas, or any civil or military authority, and any other cause not reasonably within the control of the party claiming such inability.

XIII.

This document embodies the entire Contract between Consultant and Client. Client may, from time to time, request changes in the services Consultant will perform under this Contract. Such changes, including any increase or decrease in the amount of Consultant's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Contract.

XIV.

If a portion of this Contract is illegal or is declared illegal, the validity of the remainder and balance of the Contract will not be affected thereby.

XV.

Any provision of this Contract which imposes upon Consultant or Client an obligation after termination or expiration of this Contract will survive termination or expiration of this Contract and be binding on Consultant or Client.

XVI.

No waiver of any provision of this Contract will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

XVII.

This Contract will be governed by and construed in accordance with the laws of the State of Texas.

XVIII.

Any dispute between Consultant and Client related to this contract which is not resolved through informal discussion will be submitted to a mutually agreeable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

XIX.

The party who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney fees and all costs of such proceeding

PATRICK K. WILTSHIRE
President

CITY OF KEMAH

CHIEF ELECTED OFFICIAL

ATTEST:

**Attachment I
Work Authorization**

For work associated with City of Kemah CDBG-DR Contract No. XX-XXX-XXX-XXXX, and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed:

_____ Dollars and 0/100 (\$ _____)

The fees are payable upon receipt of invoice from Consultant in accordance with the following schedule for Administrative Services.

| GENERAL ADMINISTRATIVE SERVICES | | |
|--|-------------------|------------|
| <u>MILESTONE</u> | <u>PERCENTAGE</u> | <u>FEE</u> |
| Kick-off Meeting & Start-up Package | 15% | |
| Environmental Notice to Proceed | 15% | |
| Authority to Use Grant Funds | 20% | |
| Bid Advertise | 10% | |
| Construction Notice to Proceed | 25% | |
| As-Builts/COCC/FWCR | 10% | |
| Closeout Packet Approval | 5% | |
| Subtotal | 100% | |
| ENVIRONMENTAL SERVICES | | |
| Environmental Services | N/A | |
| Subtotal | N/A | |
| TOTAL FEE | | |

It is also agreed that payments to such Consultant shall be subject to adjustment where monitoring reviews or audits by the client indicate that personal services were compensated at greater than reasonable rates. *Upon execution of this Work Authorization Public Management, Inc. is issued Notice to Proceed (NTP) for contract start-up documents and the environmental review record.*

PATRICK K. WILTSHIRE
President

CHIEF ELECTED OFFICAL

ATTEST:

**Attachment II
Corporate Hourly Rate & Fee Schedule**

PUBLIC MANAGEMENT, INC.
2025 Hourly Rate

| | |
|-----------------------------------|-------------|
| Principal Consultant | \$275.00/HR |
| Senior Consultant | \$250.00/HR |
| Senior Project Manager | \$225.00/HR |
| Environmental Specialist | \$200.00/HR |
| Project Manager | \$200.00/HR |
| Planner | \$200.00/HR |
| GIS Manager | \$200.00/HR |
| GIS Technician | \$185.00/HR |
| Assistant Project Manager/Planner | \$170.00/HR |
| Compliance Specialist | \$150.00/HR |
| Executive Assistant | \$125.00/HR |

Hourly rates for personnel not listed will be billed at direct payroll cost

REIMBURSABLE EXPENSES

- Travel (vehicle miles traveled) at allowable IRS rate per mile, or at actual out-of-pocket cost.
- Actual cost of subsistence and lodging.
- Actual cost of long-distance telephone calls, expenses, charges, delivery charges, and postage.
- Actual invoiced cost of materials required for the job and used in drafting and allied activities, including printing and reproduction.

This rate schedule will be applicable through December 31, 2025. In January, 2026, if increases are necessary due to increases in wages or other salary related costs, the rates shown will be adjusted accordingly.

ATTACHMENT III
TERMS AND CONDITIONS

I.

Equal Employment Opportunity

During the performance of this Contract, Consultant agrees as follows:

(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.

(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.

(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.

(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.

(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.

(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

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 assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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.

(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(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.

(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.

(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. [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]

II.

Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

III.

Section 109 of the Housing and Community Development Act of 1974

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

IV.

Section 504 Rehabilitation Act of 1973, as Amended

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including

discrimination in employment, under any program or activity receiving federal financial assistance.

V.

Age Discrimination Act of 1975

The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

VI.

"Section 3" Compliance in the Provision of Training, Employment and Business Opportunities (Limited to contracts greater than \$100,000)

a) The work to be performed under this contract is subject to the requirements of section 3 of the Federal Emergency Management Administration 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 FEMA assistance or FEMA-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 FEMA assistance for housing.

b) The parties to this contract agree to comply with FEMA'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.

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.

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

e) 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.

f) 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.

g) Noncompliance with FEMA's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future FEMA assisted contracts.

h) 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 Agreement. 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 Agreement 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).

VII.

Section 503 of the Rehabilitation Act (the "Act") - Handicapped Affirmative Action for Handicapped Workers

a) Consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Consultant agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b) Consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c) In the event of Consultant's non-compliance with requirements of this clause, actions for non-compliance may be taken in accordance with rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d) Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the

contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

e) Consultant will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f) Consultant will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary Issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

VIII.

Interest of Members of Client

No member of the governing body of Client and no other officer, employee, or agent of Client who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract and Consultant shall take reasonably appropriate steps to assure compliance.

IX.

Interest of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connections with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract; and Consultant shall take appropriate steps to assure compliance.

X.

Interest of Consultant and Employees

Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

XI.

Debarment and Suspension (Executive Orders 12549 and 12689)

The Consultant certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689

(1989). The term “principal” for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Consultant. The

Consultant understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.”

XII.

Copyrights and Rights in Data

FEMA has no regulations pertaining to copyrights or rights in data as provided in 24 CFR 85.36. FEMA requirements, Article 45 of the General Conditions to the Contract for Construction (form FEMA-5370) requires that contractors pay all royalties and license fees. All drawings and specifications prepared by the Design Professional pursuant to this contract will identify any applicable patents to enable the general contractor to fulfill the requirements of the construction contract.

XIII.

Clean Air and Water.

(Applicable to contracts in excess of \$100,000)

Due to 24 CFR 85.36(i)(12) and federal law, the Design Professional shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and sub grants of amounts in excess of \$100,000.

XIV.

Energy Efficiency

Pursuant to Federal regulations (24 C.F.R 85.36(i)(13)) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the Design Professional shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

XV.

Retention and Inspection of Records

Pursuant to 24 CFR 85.26(i)(10) and (11), access shall be given by the Design Professional to the Owner, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after the Owner or Design Professional and other sub grantees make final payments and all other pending matters are closed.

ATTACHMENT IV
FEDERAL GRANT PROCUREMENT REQUIREMENTS

FEDERAL GRANT PROCUREMENT REQUIREMENTS

City of El Campo shall comply with all Procurement Requirements outlined under Title 2 Code of Federal Regulations (CFR) Part 200 when executing procurements using federal funds.

PROCUREMENT STANDARDS

§200.318 General procurement standards.

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be

applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement.

Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and
(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do

not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 43309, July 22, 2015]

§200.319 Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location 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.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use.

Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.320 Methods of procurement to be followed.

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does

not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and

tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015]

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(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 and the Minority Business

Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

§200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.323 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the

quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.324 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

- (1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
- (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be

awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a “brand name” product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.325 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.



Item Number

14.H

Title

Discuss 2025-2026 Kemah Fee Schedule.

Submitting Department

Finance

Background/Recommendation

It is good practice to review the Fee Schedule every other year. City of Kemah will be reviewing the Fee Schedule every even year.

Funding Source

Not Applicable

Attachments:

[Kemah Fee Schedule.pdf](#)



City of Kemah Fee Schedule

Platting Fees (Does not include filing fee with Galveston County)

| | |
|------------------|--|
| Preliminary Plat | Engineering Review Cost + 20%, Minimum \$500 |
| Final Plat | Engineering Review Cost + 20%, Minimum \$500 |
| Replat | Engineering Review Cost + 20%, Minimum \$500 |

| | |
|--|--------------------------------|
| Fire Marshal plan review (if required) | \$500 |
| Fire Code Bldg Permit Inspection Service (Fire Alarm and/or Sprinkler System) - if required | \$200 |
| Civil/Drainage/SWPPP review (if required) | \$500 (per acre) |
| 1X Assessment fee for New Res/Comm Construction | \$1,500 (paid at bldg. permit) |
| Re-Inspection Fee | \$150 |

Commercial and Multi-Family Construction Plan Review

| | |
|--------------------------|---|
| \$1 to \$10,000 | \$60 |
| \$10,001 to \$25,000 | \$85 for first \$10,000 + \$7 for each add \$1,000 |
| \$25,001 to \$50,000 | \$183 for first \$25,000 + \$4.73 for each add'l \$1,000 |
| \$50,001 to \$100,000 | \$300 for first \$50,000 + \$3.28 for each add'l \$1,000 |
| \$100,001 to \$500,000 | \$465 for first \$100,000 + \$2.63 for each add'l \$1,000 |
| \$500,000 to \$1,000,000 | \$1,516 for first \$500,000 + \$2 for each add'l \$1,000 |
| \$1,000,001 and up | \$2,600 for first \$1,000,000 + \$1.48 for each add'l \$1,000 |

Commercial and Multi-Family Construction Plan Review

| | |
|--------------------------|----------------------------|
| \$1 to \$10,000 | \$90 |
| \$10,001 to \$25,000 | 2% of Commercial Valuation |
| \$25,001 to \$50,000 | 2% of Commercial Valuation |
| \$50,001 to \$100,000 | 2% of Commercial Valuation |
| \$100,001 to \$500,000 | 2% of Commercial Valuation |
| \$500,000 to \$1,000,000 | 1% of Commercial Valuation |

Single Family Residential DWELLING construction Plan Review AND Bldg permit (Inspection) **

| | |
|------------------------|--|
| 0 - 1,500 Sq. Ft. | \$1,500 |
| 1,501 - 10,000 Sq. Ft. | \$1,500 for the first 1,500 S.F. plus \$0.55 for each additional S.F. to and including 10,000 S.F. |
| Over 10,000 Sq. Ft. | \$4,512 for the first 10,000 S.F. plus \$0.23 for each additional S.F. over 10,000 S.F. |

| Single Family Residential (NON-DWELLING) construction Plan Review AND Bldg permit (Inspection) ** | |
|--|--|
| \$1 to \$10,000 | \$100 |
| \$10,001 to \$25,000 | \$130 for first \$10,000 + \$10 for each add'l \$1,000 |
| \$25,001 to \$50,000 | \$280 for first \$25,000 + \$7 for each add'l \$1,000 |
| \$50,001 to \$100,000 | \$400 plus .7% of the total value of the project |
| \$100,001 to \$500,000 | \$400 plus .7% of the total value of the project |
| \$500,000 to \$1,000,000 | \$400 plus .7% of the total value of the project |
| \$1,000,001 and up (\$10,000,000 cap) | \$400 plus .7% of the total value of the project |

| Fire Code Plan Review Services (Fire Alarm and/or Sprinkler System) | |
|--|---|
| \$1 to \$250,000 | \$550 |
| \$251,000 to \$500,000 | \$900 |
| \$500,001 to \$1,000,000 | \$1,150 |
| \$1,000,001 to \$3,000,000 | \$1,650 |
| \$3,000,001 to \$6,000,000 | \$2,450 |
| \$6,000,000 and up | \$2,450 for the first \$6,000,000 plus \$0.25 for each additional \$1,000 |

| Fire Code Bldg. Permit Inspection Services (Fire Alarm and/or Sprinkler System) | |
|--|---|
| \$1 to \$250,000 | \$800 |
| \$251,000 to \$500,000 | \$1,100 |
| \$500,001 to \$1,000,000 | \$1,400 |
| \$1,000,001 to \$3,000,000 | \$1,950 |
| \$3,000,001 to \$6,000,000 | \$2,900 |
| \$6,000,000 and up | \$2,900 for the first \$6,000,000 plus \$0.25 for each additional \$1,000 |

**Plan review fees cover the costs for the initial review and a second review if needed, to obtain code compliance approval. If three or more re-submittals are required to approve the construction plans, the review fee is \$500 per plan set re-submittal. Plan review fees are paid in full at the time the plan review application and plan sets are submitted. Building permit fees are paid in full at the time the building permit application is submitted.*

*** One fee covers both the residential plan review and inspection. Paid in full at time of plan review. 50% refundable if project is not started by bldg. permit expiration date or if building permit is not issued within 6 months of plan review submittal.*

| Miscellaneous Fees | | |
|--------------------------------|----------------------------------|------------------|
| Bulkhead | Engineering Review Cost +20% | Minimum \$250 |
| Culvert | Engineering Review Cost +20% | Minimum \$250 |
| Work performed by Public Works | Cost + 20% | Minimum \$100 hr |
| Public Works Equipment Rates | FEMA Schedule of Equipment Rates | |
| Site Grading/Fill Permit | \$75 | |
| Ordinance Variances | \$500 | |
| Burn Permit | \$50 (Annual) | |
| Mobile Food Establishments | \$75 (Annual) | |

Other Fees

| | |
|--|---|
| <u>Certificate of Occupancy</u> | \$200 |
| | |
| <u>Individual Trade Building Permit Fee</u> | |
| Mechanical | \$100 |
| Electrical | \$100 |
| Plumbing | \$100 |
| Irrigation | \$100 |
| Residential "Small Trade" Gen.Contractor permit/inspection | \$90 |
| | |
| <u>Contractor Registration Fee (Calendar year)</u> | |
| General Contractor – Resident (In State) | \$75 |
| General Contractor – Non-Resident (Out of State) | \$150 |
| Plumber | \$0 |
| Electrician | \$0 |
| Mechanical | \$0 |
| | |
| <u>Sign Permit Fees</u> | |
| Total valuation of < \$10,000 w/o electrical | \$50 |
| Total valuation of > \$10,000 w/o electrical | \$50 plus \$5/\$1,000 over \$10,000 |
| Total valuation of < \$10,000 w/ electrical | \$200 |
| Total valuation of > \$10,000 w/ electrical | \$200 plus \$5/\$1,000 over \$10,000 |
| Temporary Signs (30 days max) | \$25 |
| Portable Signs | \$30 |
| | |
| <u>Hawkers, Peddlers, Solicitors</u> | |
| Hawker or Peddler | \$50/day |
| Solicitor | \$50/day |
| | |
| <u>Pipeline Construction and Use</u> | |
| Use of Public ROW | \$500 |
| Additional Fee for use of ROW under 300 | |
| 2-8 inches diameter | \$100 per 300 linear feet |
| 9-16 inches diameter | \$200 per 300 linear feet |
| Over 16 inches diameter | \$300 per 300 linear feet |
| | |
| <u>Right of Way Permit Fee</u> | |
| Work conducted by franchised utilities in the City | \$0 |
| All other ROW Work | \$200 |
| | |
| <u>Alarms</u> | |
| Residential | \$0 |
| Commercial | \$50/yr single story under 2,000 sq. ft. \$75/yr single or multiple story over 2,000 sq. ft. |

Other Fees (Cont.)

False Alarms \$50 each after 3 false alarms (per calendar year), \$500 fine for alarms at non-permitted locations,

Bridge Parking Lot Rental Fees

The following fees will be charged for rental of the City parking lot underneath the SH 146 bridge:

Non-Profit Organizations:

Security Deposit \$500
Rental \$350/Day

For Profit Event

Security Deposit \$500
Rental \$800/Day

Amusements

Annual for permanent amusement) \$500
Short term permit \$100 for each 7 days

Wreckers

Annual Fee \$250 permit fee plus \$100 for each tow vehicle operated on permit

Community Center Rentals

| Renter Category* | Day | Security Deposit | Building Rental | Cleaning Fee |
|---|--------------------------|------------------|-----------------|--------------|
| Kemah Residents (Proof of residency required) | Monday -Thursday | \$500 | \$250 | \$250 |
| | Friday, Saturday, Sunday | \$500 | \$450 | \$250 |
| City of Kemah Employees | Monday -Thursday | \$500 | \$250 | \$250 |
| | Friday, Saturday, Sunday | \$500 | \$450 | \$250 |
| Non-Profit Organizations* | Monday -Thursday | \$500 | \$250 | \$250 |
| | Friday, Saturday, Sunday | \$500 | \$450 | \$250 |
| Non-Residents or For Profit Events (trade shows, craft shows, multiple vendors, etc.) | Monday -Thursday | \$500 | \$650 | \$250 |
| | Friday, Saturday, Sunday | \$500 | \$800 | \$250 |

The above building rental fees are waived for City of Kemah Governmental Functions, Kemah Historical Society, Kemah Kronies, Kemah Garden Club, Kemah Citizens Police Academy Alumni Association, and Governmental Agencies (including schools) as well as for events benefiting departments within the City of Kemah. Cleaning fees may be imposed

Note: Building permits are good for 9 months from date of issuance.

Note: Building Permit Fees are 50% refundable for projects not started before the permit expiration date. Once permit has expired, applicant is not eligible for a refund.

Note: The Building Official shall impose a double permit fee penalty, if work begins prior to the issuance of a required permit; permit on file; or prior authorization from the City of Kemah in writing.

AMENDMENT No. 1 to CONTRACT No. RA05-21
For
Radio Communications/Emergency Response Equipment
Between
HOUSTON-GALVESTON AREA COUNCIL
And
Motorola Solutions, Inc.

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through July 31, 2024 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council**,
Houston, Texas

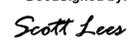
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Chuck Wemple, Executive Director
Date: 7/31/2023

Signed for: **Motorola Solutions, Inc.**

Printed Name & Title:

DocuSigned by:

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Scott Lees VP Government Sales - west
Date: 7/31/2023

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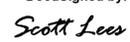
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Signed for: **Motorola Solutions, Inc.**

Printed Name & Title:

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Scott Lees VP Government Sales - west
Date: 7/31/2023
