



Kemah
City Council
Meeting

January 4, 2023

6:00p.m.



AGENDA

January 4, 2023 6:00 p.m.

CITY OF KEMAH - CITY COUNCIL AND KEMAH PUBLIC FACILITIES CORPORATION

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

Carl Joiner – Mayor

Teresa Vazquez-Evans	Darren Broadus	Doug Meisinger	Robin Collins	Isaac Saldaña
Council Position 1	Council Position 2	Council Position 3	Council Position 4	Council Position 5

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.

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.

The City Council reserves the right to meet in closed session on any of the below items should the need arise and if applicable, pursuant to authorization by Title 5, Chapter 551 of the Texas Government Code.

1. Pledges

2. Moment of Silence

3. Presentation of Citizen of the Year Award: Daniel Conrad

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 to 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 two (2) minutes. Adopted Resolution 2021-03 -HB 2840)

**5. Council Members Comments and Announcements
(Items of Community Interest Only)**

6. Mayor's Comments

7. City Administrator Report

- Financials
- Recap of last meetings approvals and pending projects
- Economic Development
- Events and Operations
- KCDC project updates

8. Police Report

- Police Monthly Activities Report
- Events and Operations
- Emergency Management Services

9. Consent Agenda

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

A. Approval of Minutes

- 1. 2022-12-07 Council Meeting Minutes*
- 2. 2022-12-27 Special Council Meeting Minutes*

B. Approval of Checks dated December 30, 2022

10. Consideration and Possible Action: To proceed with Strategic/Operations Plan for the City using funds saved from Attorney costs. (Joiner)

11. Consideration and Possible Action: To adopt the attached Organizational Chart dated January 4, 2023. (Joiner)

12. Consideration and Possible Action: To add the Mayor, City Administrator, and the City Secretary to list of approved check signers for the City. The Mayor, as CEO of the City, is responsible for carrying out the budget set by Council. This last fiscal year the City took in roughly \$273,888 in revenue than budgeted but ended up in the red of about \$75,731 because of no oversight. (Joiner)

13. Consideration and Possible Action: To approve the second reading of a Resolution approving KCDC expenditures in the amount not to exceed \$927,000 for the purchase of Reserve G, Kemah Marketplace from the City of Kemah. (Staff)

- 14. Consideration and Possible Action: To approve the second reading of AN ORDINANCE PROHIBITING SMOKING AND POSSESSING AND/OR CONSUMING AN ALCOHOLIC BEVERAGE IN A CERTAIN PUBLIC PARK, PROVIDING FOR DEFINITIONS, PROVIDING FOR SIGNAGE REQUIREMENT, PROVIDING FOR AN OFFENSE AS A CLASS C MISDEMEANOR AND A PENALTY CLAUSE (WITH A FINE UP TO THE MAXIMUM ALLOWED BY LAW), PROVIDING FOR A REPEALER CLAUSE, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE AND AUTHORIZING PUBLICATION.** (Staff)
- 15. Consideration and Possible Action: To renew our contract with BBG to continue our inspection and plan review services for the City.** (Staff)
- 16. Consideration and Possible Action: To take any necessary action on Melba Ln.** (Staff)
- 17. Consideration and Possible Action: To discuss and possibly approve the 2023 Kemah Events Calendar.** (Vazquez-Evans)
- 18. Consideration and Possible Action: To approve KCDC utilizing Hilltop Security services.** (Staff)
- 19. Consideration and Possible Action: To adopt a resolution in support for Abolition of County Treasurer.** (Staff)
- 20. Consideration and Possible Action: Regarding interviews for selection of law firm to provide general counsel legal services to the City of Kemah and possible contract negotiations.** (Staff)
- 21. Consideration and Possible Action: On a resolution censuring Mayor Carl Joiner for abuse of process, personal attacks, actions disrespectful of city council members, city employees, city staff and private citizens both during regular or special meetings of the city council and in between meetings, including but not limited to, filing a lawsuit against the City of Kemah.** (Meisinger)

EXECUTIVE SESSION

- 22. The Council will now hold a closed executive meeting pursuant to the provisions of Chapter 551 of the Texas Government Code, Vernon's Texas Codes Annotated in accordance with the authority contained in:**

A. Section 551.074, Texas Government Code

- **Personnel Matters – Regarding employment and contract for the City Administrator – Walter Gant**
- **Personnel Matters – Regarding employment and contract for the Chief of Police – Holland Jones**
- **Personnel Matters – City Secretary position**

- 23. Consideration and Possible Action: To take any and all action necessary deriving from the Executive Session.**

24. Council Member's Closing Comments

25. Mayor's Closing Comments

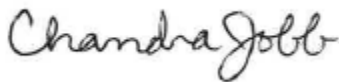
26. Adjourn

VIRTUAL MEETING INFORMATION

For Video Access:	For Audio Access:
https://meet.goto.com/632001101	1 866 899 4679 1 (571) 317-3116
Access Code: 632-001-101	

CERTIFICATION

This is to certify that a copy of the Notice of the Regular City Council meeting for Wednesday, January 4, 2023, was posted on the bulletin board at City Hall, 1401 Highway 146, Kemah, Texas, on this the 30th day of December 2022, prior to 6:00 p.m.



12/30/2022

Chandra Jobb, City Secretary

Date

I certify this notice was removed by me from the Kemah City Hall bulletin board on the _____ day of _____, 2022.



Kemah City Council Agenda Item #9A Minutes

Consent Agenda Item #9A: Minutes

- 2022-12-07 Council Meeting Minutes
- 2022-12-27 Special Council Meeting Minutes



MEETING MINUTES December 7, 2022

Regular Kemah City Council Meeting Kemah Public Facilities Corporation

Mayor Carl Joiner called the Kemah Council Meeting/Kemah Public Facilities Corporation Meeting to order at 6:00 p.m. in the Council Chambers in Kemah City Hall. Present were City Council Members Teresa Vazquez-Evans, Darren Broadus, Doug Meisinger, Robin Collins, and Isaac Saldaña. Mayor Carl Joiner declared a quorum. Also in attendance were City Attorney Dick Gregg III, City Administrator Walter Gant, Police Chief Holland Jones, Community Services Director Alfonso Acosta, Finance Director Kendra Murphy, IT and Operations Director Bobby Hurman, Court Administrator Gerri Alfaro, and City Secretary Chandra Jobb. *(The time in italics on each item indicates the approximate start time of the section in the associated audio file.)*

1. 00:00:16 Pledges

Pledges led by Robin Collins

2. 00:01:17 Moment of Silence

3. 00:01:37 Presentations of Service Appreciation Awards

4. 00:06:33 Invitation to Address Council

The following citizens gave public comments:

NAME	ADDRESS	TOPIC
Daniel Conrad	Lakeview Dr	Maintain Trust
Deb Streater	607 Kipp Rd	Item #10 – Food Truck Park
Susanne Macias	704 6 th St	Item #10 – Food Truck Park
Joe A. Macias	704 6 th St	Item #10 – Food Truck Park
Shelia Thorne		Item #13 – Investment Course for Interim Finance Director; Thank you to Kendra Murphy

5. 00:18:05 Council Members Comments and Announcements



MEETING MINUTES December 7, 2022

Regular Kemah City Council Meeting Kemah Public Facilities Corporation

Council Member Isaac Saldaña

- Have a Merry Christmas!
- Thank you Kendra for the work you've done, I'm going to miss you. Thanks for putting up with us.

Council Member Robin Collins

- Echo those remarks. I'll miss you, thank you for your service, and I wish you well where you're going to Pearland.
- Thank you all for coming. Hope everyone has a warm, happy and safe holiday season.

Council Member Doug Meisinger

- Hope you had a wonderful past holiday season and looking forward to the remaining holiday season. If I don't see you, enjoy it!
- Kendra, I will miss our long, interesting discussions. I think I still owe you a few coffees. Thank you for everything, this is a tremendous loss for us as a City. Not only have you done an amazing job, but you've been truly wonderful to be around, and you've been a really positive force. Best wishes to you.

Council Member Darren Broadus

- Pub Crawl is Friday night with Krewe.
- Boat Parade is Saturday night.
- Pancakes with Santa is Saturday morning.
- Merry Christmas to everybody, won't see you till January.
- Kendra, thank you very much. Hope you enjoyed your lunch today. I wish you the best of luck.

Council Member Teresa Vazquez-Evans

- It's all been said, but want to echo everyone's comments. Thank you Kendra for your service to the City. You've really helped us move finances forward, and helped to shore up some gaps. Thank you for everything. I know it's been difficult.
- I want to congratulate the awardees. Our volunteers are what make our community. They contribute and support our events, they lead our events. We wouldn't be where we are without all your contributions. Thank you for your leadership in our community, making it what it is.



MEETING MINUTES December 7, 2022

Regular Kemah City Council Meeting Kemah Public Facilities Corporation

- The holidays are here, so remember to shop local. We still have some shops in Kemah, please continue to visit and celebrate our holiday events. We have quite a few coming up.

6. 00:20:57 **Mayor's Comments**

- Kendra, your book that you put together on the adopted budget, very, very professional. Thank you so much! I encourage everyone to look at this because it talks about our 2022 budget as well as our 2023 budget and where we're at. We need to read through it, because there's things in here that the City needs to be doing that Kendra points out. I appreciate you doing that.
- I want to wish everyone a Merry Christmas. I hope you had a good Thanksgiving.
- It's been a chaotic week because we had this The Texan thing out. There's been a lot on social media about Colene and I suing the City. We've just got too much hatred in our City. People are saying things that just aren't true. We've spent over \$30,000 on a study for City Hall for things that might be wrong. Council is blocking that being released.

Councilmember Saldaña called for a Point of Order and made a motion to overrule the Chair. Councilmember Collins seconded the motion. Mayor Pro Tem Meisinger called for a vote and it passed unanimously. Council moved on to item #7.

7. 00:23:20 **City Administrator Report**

- Financials
 - Finance Director, Kendra Murphy thanked everyone for their kind words and she let everyone know that she created a budget book that is available to view online.
 - October Financials were given: See Attachment A
 - Mayor Joiner asked where did the additional revenue go as noted on page 54 of the budget book. Ms. Murphy stated both the revenue and expenses came in higher than budgeted. The majority of the additional revenues went to attorney fees, inspection fees and unplanned maintenance.



MEETING MINUTES December 7, 2022

Regular Kemah City Council Meeting Kemah Public Facilities Corporation

- Councilmember Vazquez-Evans mentioned that we should consider collecting plan review fees prior to review so that we don't lose out on money. Ms. Murphy stated that sometimes collections occur in the following fiscal year, which is what happened this year. We have currently collected 82% of our inspections for 2023 already.
- City Administrator, Walter Gant thanked Kendra for her service. She has been a vital part of the team. He then gave the City Administrator Report.
 - See Attachment B

8. 00:3:14 **Police Report**

- Chief of Police, Dr. Holland Jones gave the Police Report
 - See Attachment C
- Loud Ordinance Community Meeting is set for Friday, December 9th at noon. The Lighthouse District has been invited to attend as well.
- Councilmember Saldaña said he fully supports the zero tolerance noise ordinance. He also noticed that vehicles have been driving on the 57 acre park, and homeless have been living there too. He requested that the gate be put back up and the park only be open from dawn to dusk.
- Councilmember Broadus inquired into the possible overserving at bars due to the citations that have been issued for DWI's.
- Councilmember Vazquez-Evans asked that we contact TXDOT to smooth out the ruts at the tie-ins due to the construction.
- Councilmember Saldaña asked on behalf of citizen inquires about officer's directing traffic in Seabrook but not in Kemah. Chief Jones stated that is TXDOT's determination/responsibility.

9. 00:54:44 **Consent Agenda**

- A. Approval of Minutes
 - 2022-10-28 Special Council Minutes
 - 2022-11-02 Council Meeting Minutes
 - 2022-11-10 Special Council Minutes
 - 2022-11-22 Special Council Minutes
- B. Approval of Checks dated December 2, 2022
- C. Approval of KCDC Service Agreements:
 - 1. To approve KCDC MDR Retainer Agreement in the amount of \$25,000



MEETING MINUTES December 7, 2022

Regular Kemah City Council Meeting Kemah Public Facilities Corporation

2. To approve the extension of KCDC's contract with Ronald Richards as Executive Director for an additional year.
3. To approve the LJA Engineering Services Agreement for Evergreen Memorial in the amount of \$160,525.
- D. Approval of Information Technology Procedures:
 1. Remote Access Policy (CJIS based)
- E. Approval of shared agency agreement between Motorola and the City of Kemah for the regional software update of the League City Consortium.
- F. For the liaison of the Clear Lake Area and League City Regional Chambers to be Carl Joiner, who is a past chair of the Clear Lake Area Chamber and next year will be the chair elect of the League City Regional Chamber.
- G. Approval of the annual Clear Channel Outdoor Contract.

Motion:	To remove item F from the consent agenda
Made By:	Council Member Meisinger
Seconded By:	Council Member Darren Broadus
Vote:	Motion carried unanimously by all Council Members present.

Motion:	To approve all items except F.
Made By:	Council Member Isaac Saldaña
Seconded By:	Council Member Darren Broadus
Vote:	Motion carried unanimously by all Council Members present.

Motion:	To discuss item F.
Made By:	Council Member Isaac Saldaña
Seconded By:	Council Member Doug Meisinger
Vote:	Motion carried unanimously by all Council Members present.

Motion:	To appoint Doug Meisinger as the liaison to both Chambers.
Made By:	Council Member Isaac Saldaña
Seconded By:	Council Member Doug Meisinger
Vote:	Motion carried unanimously by all Council Members present.

THIS SPACE WAS LEFT INTENTIONALLY BLANK



MEETING MINUTES December 7, 2022

Regular Kemah City Council Meeting Kemah Public Facilities Corporation

10. 00:55:52 Consideration and Possible Action: To approve a Food Truck variance request for 706 6th St.

Motion: To discuss
Made By: Council Member Darren Broadus
Seconded By: Council Member Isaac Saldaña
Vote: **Motion carried** unanimously by all Council Members present

Community Services Director, Alfonso Acosta addressed council by making a correction to the property list. There are a total of 11 residential properties, not 14.

Motion: To table the food truck park variance request at 706 6th St.
Made By: Council Member Teresa Vazquez-Evans
Seconded By: Council Member Robin Collins
Vote: **Motion carried** unanimously by all Council Members present

11. 01:35:39 Consideration and Possible Action: To approve a variance request for 2329 Anders Ln for a warehouse to be built within 250 ft. of a residence.

Motion: To discuss
Made By: Council Member Darren Broadus
Seconded By: Council Member Isaac Saldaña
Vote: **Motion carried** unanimously by all Council Members present

Motion: To approve the variance with a condition that reasonable construction has begun within six (6) months from today.
Made By: Council Member Robin Collins
Seconded By: Council Member Darren Broadus
Vote: **Motion carried** 4-1 with Councilmember Vazquez-Evans voting No.

12. 01:52:00 Consideration and Possible Action: To approve the MDR revised scope of work.

Motion: To discuss
Made By: Council Member Darren Broadus
Seconded By: Council Member Robin Collins
Vote: **Motion carried** unanimously by all Council Members present

Motion: To approve the MDR revised scope of work with the corrections
Made By: Council Member Teresa Vazquez-Evans
Seconded By: Council Member Darren Broadus
Vote: **Motion carried** unanimously by all Council Members present



MEETING MINUTES December 7, 2022

Regular Kemah City Council Meeting Kemah Public Facilities Corporation

Council adjourned for a 5 minute break at 8:10 p.m.

Council reconvened at 8:15 p.m.

02:16:00 Mayor Joiner went back to Item #3: Presentation of Service Awards and presented an award to Kelley Dawson for her service to the City. Mrs. Dawson stated she would like to share this award with the event committee, especially Amie Cave. Everything I did, they did with me.

13. 02:17:15 Consideration and Possible Action: To approve a proposal by Cheryl Hunter to provide financial advising services, as an independent contractor, on a contractual basis.

Motion: To discuss

Made By: Council Member Darren Broadus

Seconded By: Council Member Robin Collins

Vote: **Motion carried** unanimously by all Council Members present

Motion: To approve to include the certification requirements at the expense of the City.

Made By: Council Member Robin Collins

Seconded By: Council Member Doug Meisinger

Vote: **Motion carried** unanimously by all Council Members present.

02:26:18 Motion: To move up Item #24

Made By: Council Member Isaac Saldaña

Seconded By: Council Member Darren Broadus

Vote: **Motion failed** after discussion, decided it needs to go to Executive Session

02:27:47 Motion: To move up Item #18

Made By: Council Member Teresa Vazquez-Evans

Seconded By: Council Member Darren Broadus

Vote: **Motion carried** unanimously by all Council Members present.



MEETING MINUTES December 7, 2022

Regular Kemah City Council Meeting Kemah Public Facilities Corporation

- 18. 02:27:56** **Consideration and Possible Action: To approve the first reading of AN ORDINANCE PROHIBITING SMOKING AND POSSESSING AND/OR CONSUMING AN ALCOHOLIC BEVERAGE IN A CERTAIN PUBLIC PARK, PROVIDING FOR DEFINITIONS, PROVIDING FOR SIGNAGE REQUIREMENT, PROVIDING FOR AN OFFENSE AS A CLASS C MISDEMEANOR AND A PENALTY CLAUSE (WITH A FINE UP TO THE MAXIMUM ALLOWED BY LAW), PROVIDING FOR A REPEALER CLAUSE, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE AND AUTHORIZING PUBLICATION.**
-

Motion: To discuss
Made By: Council Member Teresa Vazquez-Evans
Seconded By: Council Member Isaac Saldaña
Vote: **Motion carried** unanimously by all Council Members present

Motion: To approve the ordinance
Made By: Council Member Isaac Saldaña
Seconded By: Council Member Robin Collins
Vote: **Motion carried** unanimously by all Council Members present

- 14. 02:30:41** **Consideration and Possible Action: To approve the first reading of a Resolution approving KCDC expenditures in the amount not to exceed \$927,000 for the purchase of Reserve G, Kemah Marketplace from the City of Kemah.**
-

Motion: To approve the first reading of a Resolution approving KCDC expenditures in an amount not to exceed \$927,000 for the purchase of Reserve G, Kemah Marketplace from the City of Kemah.
Made By: Council Member Teresa Vazquez-Evans
Seconded By: Council Member Darren Broadus
Vote: **Motion carried** unanimously by all Council Members present

THIS SPACE WAS LEFT INTENTIONALLY BLANK



MEETING MINUTES
December 7, 2022

Regular Kemah City Council Meeting
Kemah Public Facilities Corporation

- 15. 02:35:00 Consideration and Possible Action: Regarding resolution that sales proceeds from Sale of Reserve G Kemah Marketplace be prioritized to fund widening and paving of Anders.**

Motion: To approve the resolution that sales proceeds from Sale of Reserve G Kemah Marketplace be prioritized to fund widening and paving of Anders.

Made By: Council Member Teresa Vazquez-Evans

Seconded By: Council Member Darren Broadus

Vote: **Motion carried** unanimously by all Council Members present

- 16. 02:35:34 Consideration and Possible Action: Regarding a resolution to approve new Kemah boat ramp location and preliminary design and take any and all steps necessary to achieve the goal of redesigning and relocating the Kemah Boat Ramp.**

Motion: To discuss

Made By: Council Member Darren Broadus

Seconded By: Council Member Isaac Saldaña

Vote: **Motion carried** unanimously by all Council Members present

Motion: To approve a resolution to approve a new Kemah boat ramp location and preliminary design and take any and all steps necessary to achieve the goal of redesigning and relocating the Kemah Boat Ramp.

Made By: Council Member Teresa Vazquez-Evans

Seconded By: Council Member Isaac Saldaña

Vote: **Motion carried** unanimously by all Council Members present.

- 17. 02:38:50 Consideration and Possible Action: Regarding choosing a public hearing date for CDBG grant and authorizing publication of notice of same and taking any and all steps necessary to seek same grant.**

Motion: To discuss

Made By: Council Member Darren Broadus

Seconded By: Council Member Isaac Saldaña

Vote: **Motion carried** unanimously by all Council Members present

Motion: To authorize staff to set a public hearing date before January 2nd.

Made By: Council Member Isaac Saldaña

Seconded By: Council Member Darren Broadus

Vote: **Motion carried** unanimously by all Council Members present.



MEETING MINUTES
December 7, 2022

Regular Kemah City Council Meeting
Kemah Public Facilities Corporation

19. 02:43:30 Discussion and Possible Action: To discuss the proposed designs received from LJA for the mural park.

Motion: To discuss
Made By: Council Member Isaac Saldaña
Seconded By: Council Member Doug Meisinger
Vote: **Motion carried** unanimously by all Council Members present

20. 02:48:29 Consideration and Possible Action: To approve the updated Employee Drug and Alcohol Policy.

Motion: To approve the updated Employee Drug & Alcohol Policy
Made By: Council Member Teresa Vazquez-Evans
Seconded By: Council Member Robin Collins
Vote: **Motion carried** unanimously by all Council Members present

21. 02:48:51 Consideration and Possible Action: To approve an Employee Longevity Policy.

Motion: To approve an Employee Longevity Policy
Made By: Council Member Teresa Vazquez-Evans
Seconded By: Council Member Isaac Saldaña
Vote: **Motion carried** unanimously by all Council Members present

EXECUTIVE SESSION:

22. 02:49:22 The Council held a closed executive meeting pursuant to the provisions of Chapter 551 of the Texas Government code, Vernon's Texas Codes annotated, in accordance with the authority contained in:

- A. Section 551.071 – Advice from City Attorney regarding Attorney-Client Privileged Matters and threatened or pending litigation.

02:49:41 CLOSED SESSION:

Mayor Joiner adjourned the regular meeting into closed session at 8:49 p.m.



MEETING MINUTES December 7, 2022

Regular Kemah City Council Meeting Kemah Public Facilities Corporation

02:49:57

OPEN SESSION:

Mayor Joiner reconvened the regular meeting into open session at 10:19 p.m.

23. 02:50:03

Consideration and Possible Action: To authorize the sale of Reserve G of the Kemah Marketplace and authorize the publication of the same and take any and all steps necessary to accomplish this goal of selling the real property.

Motion: To authorize staff to move forward with sealed bid, competitive bid process with bid openings on the second meeting of January.

Made By: Council Member Teresa Vazquez-Evans

Seconded By: Council Member Isaac Saldaña

Vote: **Motion carried** unanimously by all Council Members present.

24. 02:50:45

Consideration and Possible Action: To renew our contract with BBG Consulting to continue our inspection and plan review services for the City.

Motion: To table and bring back at the next meeting

Made By: Council Member Robin Collins

Seconded By: Council Member Doug Meisinger

Vote: **Motion carried** unanimously by all Council Members present.

25. 02:50:47

Consideration and Possible Action: To take action on any items discussed in Executive Session.

Motion: To authorize the City Attorney to move forward on attorney-client privileged and pending litigation matters as discussed in Executive Session.

Made By: Council Member Teresa Vazquez-Evans

Seconded By: Council Member Darren Broadus

Vote: **Motion carried** unanimously by all Council Members present.



MEETING MINUTES December 7, 2022

Regular Kemah City Council Meeting Kemah Public Facilities Corporation

26. 02:51:10 Council Members Closing Comments

Council Member Teresa Vazquez-Evans

- None

Council Member Darren Broadus

- None

Council Member Doug Meisinger

- None

Council Member Robin Collins

- None

Council Member Isaac Saldaña

- None

27. 02:51:16 Mayor's Closing Comments

- None



MEETING MINUTES
December 7, 2022

Regular Kemah City Council Meeting
Kemah Public Facilities Corporation

28. 02:51:19 Adjourn

Motion: To adjourn

Made By: Council Member Robin Collins

Seconded By: Council Member Teresa Vazquez-Evans

Vote: **Motion carried** unanimously by all Council Members present.

Council was adjourned at 10:20 p.m.



MEETING MINUTES
December 7, 2022

Regular Kemah City Council Meeting
Kemah Public Facilities Corporation

Signature Page:

APPROVED: _____
Carl A. Joiner, Mayor

DATE: _____

ATTEST: _____
Chandra Jobb, City Secretary

DRAFT



MEETING MINUTES DECEMBER 27, 2022

Special Kemah City Council Meeting Kemah Public Facilities Corporation

Mayor Carl Joiner called the Kemah Council Meeting/Kemah Public Facilities Corporation Special Meeting to order at 6:00 p.m. in the Council Chambers in Kemah City Hall. Present were City Council Members Teresa Vazquez-Evans, Darren Broadus, Doug Meisinger, Robin Collins, and Isaac Saldaña. Mayor Carl Joiner declared a quorum. Also in attendance were City Attorney Dick Gregg III, City Administrator Walter Gant, Police Chief Holland Jones, and City Secretary Chandra Jobb. *(The time in italics on each item indicates the approximate start time of the section in the associated audio file.)*

1. 00:00:16 Pledges

Pledges led by Council Member Robin Collins

2. 00:01:00 Invitation to Address Council

The following citizens gave public comment:

Name	Address	Topic
Shelia Thorne		City Secretary - commend your service; Council – resist to appoint this position quickly

3. 00:03:07 EXECUTIVE SESSION

The council held a closed executive meeting pursuant to the provisions of Chapter 551 of the Texas Government code, Vernon's Texas Codes annotated, in accordance with the authority contained in:

- A. Section 551.074, Texas Government Code
 - Personnel Matters (City Secretary)

00:03:40 CLOSED SESSION

Mayor Carl Joiner adjourned the Special Meeting into closed session at 6:03 p.m.

00:03:44 OPEN SESSION

Mayor Carl Joiner reconvened the Special Meeting into open session at 7:02 p.m.



MEETING MINUTES DECEMBER 27, 2022

Special Kemah City Council Meeting Kemah Public Facilities Corporation

4. 00:03:49 **Consideration and Possible Action: To either approve a contract for City Secretary services or appoint an Interim City Secretary or take any other steps necessary to fulfill the role of City Secretary.**
-

Motion: To authorize our City Administrator to execute a professional services agreement for City Secretary services under the terms and conditions discussed in Executive Session, not to exceed six (6) months.

Made By: Council Member Teresa Vazquez-Evans

Seconded By: Council Member Doug Meisinger

Vote: **Motion carried** unanimously by all council members present.

5. 00:04:30 **Adjourn**
-

Motion: To adjourn

Made By: Council Member Robin Collins

Seconded By: Council Member Teresa Vazquez-Evans

Vote: **Motion carried** unanimously by all Council Members present.

Council was adjourned at 7:03 p.m.



**MEETING MINUTES
DECEMBER 27, 2022**

**Special Kemah City Council Meeting
Kemah Public Facilities Corporation**

Signature Page:

APPROVED: _____
Carl Joiner, Mayor

DATE: _____

ATTEST: _____
Chandra Jobb, City Secretary

DRAFT



Kemah City Council Agenda Item #9B Check Register

Consent Agenda Item #9B: Check Register

- Checks dated December 30, 2022

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-0025	GALVESTON COUNTY DAILY	I-45752	01 -510-8405	RFQ PROFESSIONAL LEGAL FIRM	007450	261.68
01-0025	GALVESTON COUNTY DAILY	I-45971	01 -510-8405	CDBG GRANT AD#1069688	007450	193.65
01-0027	GALVESTON CO WCID #12	I-10/27/22-11/30/22	01 -510-8440	10/27/22-11/30/22	007488	332.95
01-0027	GALVESTON CO WCID #12	I-10/27/22-11/30/22	01 -510-8455	10/27/22-11/30/22	007488	250.85
01-0027	GALVESTON CO WCID #12	I-10/27/22-11/30/22	01 -510-8440	10/27/22-11/30/22	007488	197.70
01-0269	OFFICE DEPOT	I-11/1/22-11/30/22	01 -510-8275	CHRISTMAS WITH SANTA FLYERS	007469	19.50
01-0269	OFFICE DEPOT	I-11/1/22-11/30/22	01 -510-7350	CALENDARS/MOUSE	007469	68.42
01-0269	OFFICE DEPOT	I-11/1/22-11/30/22	01 -510-7350	CERTIFICATES	007469	10.99
01-0269	OFFICE DEPOT	I-11/1/22-11/30/22	01 -510-7350	CERTIFICATES, FRAMES	007469	71.25
01-0299	HOME DEPOT CREDIT SERVI	I-NOVEMBER 2022	01 -510-8400	LATE FEE	007453	40.00
01-0299	HOME DEPOT CREDIT SERVI	I-NOVEMBER 2022	01 -510-8400	FINANCE CHARGE	007453	52.38
01-0299	HOME DEPOT CREDIT SERVI	I-NOVEMBER 2022	01 -510-8275	CHRISTMAS DECOR	007453	1,637.94
01-0429	WALMART	I-10/20/22-11/19/22	01 -510-8400	INTEREST	007487	4.73
01-0429	WALMART	I-10/20/22-11/19/22	01 -510-7350	BIRTHDAY	007487	32.94
01-0429	WALMART	I-10/20/22-11/19/22	01 -510-8275	TWDB WORKSHOP	007487	38.64
01-0429	WALMART	I-10/20/22-11/19/22	01 -510-8400	MISSED RECEIPT	007487	98.34
01-0662	COMCAST	I-12/01/22-12/31/22	01 -510-8455	800 HARRIS DECEMBER 2022	007444	186.43
01-0668	CROWN TROPHY	I-22-42169	01 -510-8275	BOAT PARADE AWARD	007448	105.00
01-0766	H-GAC	I-2023-101	01 -510-8425	H-GAC	007452	200.00
01-1011	AMERICAN JANITORIAL SER	I-61953	01 -510-8455	COMM. CENTER 11/20	007430	70.00
01-1011	AMERICAN JANITORIAL SER	I-62144	01 -510-8455	CLEANING GLASS COM CENTER	007430	200.00
01-1735	VICTORIA'S LANDSCAPING	I-525620	01 -510-8445	CITY HALL	007484	1,710.00
01-1735	VICTORIA'S LANDSCAPING	I-525620	01 -510-8455	COMMUNITY CENTER	007484	1,260.00
01-1753	GEXA ENERGY	I-33340110-4	01 -510-8455	OCTOBER 2022	007451	473.54
01-1926	ONE STOP TENTS & EVENTS	I-158223	01 -510-8275	PANCAKES W/ SANTA TABLE CLOTH	007471	161.28
01-2048	RICHARD E. SPRY, INC	I-4411	01 -510-8275	XMAS SHIRTS	007474	67.12
01-2085	CANON FINANCIAL SERVICE	I-29669008	01 -510-8325	DEC. 2022 CONTRACT/METER USAG	007438	503.15
01-2109	PULSAR360, CORP	I-1080395	01 -510-8325	DECEMBER 2022	007473	554.72
01-2116	TLC OFFICE SYSTEMS	I-33119113	01 -510-8325	TLC OFFICE SYSTEMS	007477	224.02
01-2144	O&M HOLDINGS, INC/ OMNI	I-1258056	01 -510-7350	TOWELS, TRASH LINERS	007468	248.10

VENDOR SET: 01 CITY OF KEMAH

ITEMS PRINTED: PAID, UNPAID

PACKET: 07162 12302022AP

FUND : 01 GENERAL FUND

DEPARTMENT: 10 ADMINISTRATION

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-2145	MDR ADVERTISING	I-22-33837	01 -510-8400	DECEMBER 2022	007464	7,916.63
01-2184	TXBBG CONSULTING INC	I-0094222-IN	01 -510-8130	NOV. 2022 INSPECTION/PLAN REV	007480	8,750.00
01-2184	TXBBG CONSULTING INC	I-22-2784	01 -510-8130	PLAN REVIEW 101 RALPH GORDY	007480	67,500.00
01-2305	BAY AREA SIGNS & ELECTR	I-4690	01 -510-8445	SIGNS CH, CC, PD	007434	2,740.53
01-2306	OLSON & OLSON LLP	I-12752	01 -510-8310	COMPLAINT INVESTIGATION	007470	60.00
01-2307	MURRAY-LOBB PLLC	I-34476	01 -510-8310	INDIVIDUAL INVESTIGATION	007467	210.00
01-VITAL	VITAL RECORDS CONTROL	I-3088839	01 -510-8465	NOVEMBER 2022 SHRED	007486	105.38
DEPARTMENT 10 ADMINISTRATION TOTAL:						96,557.86

VENDOR SET: 01 CITY OF KEMAH

ITEMS PRINTED: PAID, UNPAID

PACKET: 07162 12302022AP

FUND : 01 GENERAL FUND

DEPARTMENT: 20 MUNICIPAL COURT

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-0269	OFFICE DEPOT	I-11/1/22-11/30/22	01 -520-7350	KEYBOARD	007469	38.07
01-0697	LEXISNEXIS RISK SOLUTIO	I-1194750-20221130	01 -520-8325	NOVEMBER 2022	007461	79.00
01-1077	TYLER TECHNOLOGIES, INC	I-025-405902	01 -520-8430	JANUARY 2023	007481	150.00
DEPARTMENT 20 MUNICIPAL COURT					TOTAL:	267.07

VENDOR SET: 01 CITY OF KEMAH

ITEMS PRINTED: PAID, UNPAID

PACKET: 07162 12302022AP

FUND : 01 GENERAL FUND

DEPARTMENT: 25 IT

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-2234	VISUAL EDGE, INC DBA TL I-23AR1157723		01 -525-7701	NOVEMBER 2022	007485	3,334.00
01-2234	VISUAL EDGE, INC DBA TL I-23AR1163328		01 -525-7701	11/04/22 EMERGENCY OUTAGE	007485	1,330.00
01-2308	ARCHIVESOCIAL INC	I-25682	01 -525-7701	SOCIAL MEDIA ARCHIVING-10 MOS	007431	2,994.00
DEPARTMENT 25 IT					TOTAL:	7,658.00

VENDOR SET: 01 CITY OF KEMAH

ITEMS PRINTED: PAID, UNPAID

PACKET: 07162 12302022AP

FUND : 01 GENERAL FUND

DEPARTMENT: 30 PUBLIC WORKS

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-0047	BROOKSIDE	I-IL85914	01 -530-8450	JOHN DEER PARTS	007437	187.97
01-0049	WEX BANK	I-85173594	01 -530-7200	PW FUEL 10/24/22-11/23/22	007489	441.02
01-0049	WEX BANK	I-85260726	01 -530-7200	SERVICE CHARGE	007490	75.00
01-0052	KEMAH HARDWARE	I-2211-540665	01 -530-8330	CABLE TIES	007455	7.68
01-0052	KEMAH HARDWARE	I-2211-540670	01 -530-8330	RAPIDFUSE GEL CONTROL	007455	9.78
01-0052	KEMAH HARDWARE	I-2211-540693	01 -530-8330	3-1/2" GALV LP HINGE	007455	47.98
01-0052	KEMAH HARDWARE	I-2212-540765	01 -530-8330	SCREWS, BOLTS & FASTENERS	007455	37.39
01-0052	KEMAH HARDWARE	I-2212-540847	01 -530-8330	MISC. ITEMS	007455	5.20
01-0052	KEMAH HARDWARE	I-2212-541085	01 -530-8330	MISC HARDWARE	007455	13.98
01-0052	KEMAH HARDWARE	I-2212-541138	01 -530-8330	STARTING FLUID, SEA FOAM MOTO	007455	18.38
01-0052	KEMAH HARDWARE	I-2212-541176	01 -530-8330	SCREWS, BOLTS, & FASTENERS	007455	4.29
01-0052	KEMAH HARDWARE	I-2212-541186	01 -530-8330	STEEL PIPE	007455	52.08
01-0052	KEMAH HARDWARE	I-2212-541193	01 -530-8330	NOSE PLIERS, SCREWS, BOLTS	007455	20.46
01-0052	KEMAH HARDWARE	I-2212-541228	01 -530-8330	SCREWS, BOLTS, & FASTENERS	007455	39.88
01-0052	KEMAH HARDWARE	I-2212-541271	01 -530-8330	KEMAH HARDWARE	007455	9.68
01-0052	KEMAH HARDWARE	I-2212-541429	01 -530-8330	SAK-O-MIX	007455	9.18
01-0052	KEMAH HARDWARE	I-2212-541650	01 -530-8330	KEMAH HARDWARE	007455	16.00
01-0052	KEMAH HARDWARE	I-2212-541689	01 -530-8330	KEMAH HARDWARE	007455	5.93
01-0052	KEMAH HARDWARE	I-2212-541735	01 -530-8330	KEMAH HARDWARE	007455	7.07
01-0052	KEMAH HARDWARE	I-2212-541816	01 -530-8330	KEMAH HARDWARE	007455	24.97
01-0052	KEMAH HARDWARE	I-2212-541881	01 -530-8330	KEMAH HARDWARE	007455	75.04
01-0052	KEMAH HARDWARE	I-2212-542084	01 -530-8330	MISC, GLASSES, NITRILE GLOVE	007455	49.45
01-0052	KEMAH HARDWARE	I-2212-542114	01 -530-8330	KEMAH HARDWARE	007455	9.18
01-0069	MATHESON TRI-GAS	I-0026809471	01 -530-7500	ACETYLENE, HIGH PRESSURE	007462	280.41
01-0072	CENTERPOINT ENERGY	I-10/25-11/29/22	01 -530-8440	CH/PD 10/25-11/29/22	007439	25.22
01-0072	CENTERPOINT ENERGY	I-10/25/22-11/29/22	01 -530-8440	1900 ANDERS	007440	426.08
01-0072	CENTERPOINT ENERGY	I-10/28-11/30/22	01 -530-8440	100 2ND ST	007441	25.22
01-0073	LANSLOWNE-MOODY	I-IW41837	01 -530-8450	BOLT, GAUGE, LOCKING NUT	007459	42.10
01-0299	HOME DEPOT CREDIT SERVI	I-NOVEMBER 2022	01 -530-8330	IMPACT DRILL/MATERIALS	007453	303.92
01-0299	HOME DEPOT CREDIT SERVI	I-NOVEMBER 2022	01 -530-8330	CABLE TIES, GFCI, MATERIALS	007453	199.20
01-0299	HOME DEPOT CREDIT SERVI	I-NOVEMBER 2022	01 -530-8330	12 IN ROUND LED PUFF	007453	38.47
01-0299	HOME DEPOT CREDIT SERVI	I-NOVEMBER 2022	01 -530-8330	ELEC. TAPE, GLOVES, ETC	007453	184.32
01-0299	HOME DEPOT CREDIT SERVI	I-NOVEMBER 2022	01 -530-8330	MOTION LED	007453	412.00
01-0299	HOME DEPOT CREDIT SERVI	I-NOVEMBER 2022	01 -530-8330	SEWER PIPE	007453	197.76
01-0299	HOME DEPOT CREDIT SERVI	I-NOVEMBER 2022	01 -530-8330	COMMUNITY CENTER	007453	108.36
01-0301	UNITED RENTALS, INC.	I-212572939-004	01 -530-8325	BOOM 60-64 ARTICULATING	007482	1,259.41
01-0301	UNITED RENTALS, INC.	I-213313194-001	01 -530-8325	SCISSOR LIFT	007482	503.34
01-0662	COMCAST	I-11/28/22-12/27/22	01 -530-8440	1900 ANDERS LN	007443	164.76

VENDOR SET: 01 CITY OF KEMAH

ITEMS PRINTED: PAID, UNPAID

PACKET: 07162 12302022AP

FUND : 01 GENERAL FUND

DEPARTMENT: 30 PUBLIC WORKS

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-0662	COMCAST	I-12/13/22-1/12/23	01 -530-8440	1900 ANDERS	007446	67.70
01-0919	LEAGUE CITY OUTDOOR POW C-120139		01 -530-8450	LEAGUE CITY OUTDOOR POWER EQU	007460	605.34CR
01-0919	LEAGUE CITY OUTDOOR POW I-120137		01 -530-8450	LEAGUE CITY OUTDOOR POWER EQU	007460	650.34
01-0919	LEAGUE CITY OUTDOOR POW I-120138		01 -530-8450	LEAGUE CITY OUTDOOR POWER EQU	007460	257.67
01-0919	LEAGUE CITY OUTDOOR POW I-120231		01 -530-8450	LEAGUE CITY OUTDOOR POWER EQU	007460	605.34
01-1590	ACE IMAGEWEAR	I-0791225	01 -530-8300	PW UNIFORMS DEC. 2022	007429	50.00
01-1590	ACE IMAGEWEAR	I-0792776	01 -530-8300	ACE IMAGEWEAR	007429	265.68
01-1590	ACE IMAGEWEAR	I-0794304	01 -530-8300	ACE IMAGEWEAR	007429	50.00
01-1735	VICTORIA'S LANDSCAPING	I-525620	01 -530-8335	LANDSCAPING	007484	1,610.00
01-1735	VICTORIA'S LANDSCAPING	I-525621	01 -530-8335	LANDSCAPING	007484	3,790.00
01-1753	GEXA ENERGY	I-33340110-4	01 -530-8440	OCTOBER 2022	007451	940.74
01-1753	GEXA ENERGY	I-33340110-4	01 -530-8440	OCTOBER 2022	007451	21.91
01-1753	GEXA ENERGY	I-33340110-4	01 -530-8440	OCTOBER 2022	007451	4,320.60
01-2102	MCREE FORD	I-1900	01 -530-8450	MCREE FORD	007463	89.14
01-2148	SHERWIN WILLIAMS	I-4902-2	01 -530-8445	SHERWIN WILLIAMS	007475	164.75

DEPARTMENT 30 PUBLIC WORKS TOTAL: 17,616.69

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
=====	=====	=====	=====	=====	=====	=====
01-0049	WEX BANK	I-85260727	01 -540-8325	PD	007491	52.00
01-0269	OFFICE DEPOT	I-11/1/22-11/30/22	01 -540-7350	BUSINESS CARDS	007469	133.95
01-0269	OFFICE DEPOT	I-11/1/22-11/30/22	01 -540-7350	ORGANIZER	007469	6.22
01-0269	OFFICE DEPOT	I-11/1/22-11/30/22	01 -540-7350	TONER	007469	176.78
01-0269	OFFICE DEPOT	I-11/1/22-11/30/22	01 -540-7350	PAPER, POST ITS	007469	140.10
01-0269	OFFICE DEPOT	I-11/1/22-11/30/22	01 -540-8460	GOO GONE	007469	5.03
01-0662	COMCAST	I-12/1-12/31/22	01 -540-8325	12/1/22-12/31/22 PD	007445	1,218.46
01-0671	BEARCOM	I-5474667	01 -540-7300	APX7500R	007435	150.00
01-0858	VERIZON WIRELESS	I-9922697824	01 -540-8325	DECEMBER 2022	007483	113.99
01-1050	BLACKBOARD INC	I-CSF000874504	01 -540-8600	BLACKBOARD INC	007436	2,320.00
01-1077	TYLER TECHNOLOGIES, INC	I-130-132660	01 -540-8325	ZEBRA, PRINTER	007481	1,260.00
01-1487	TRANSUNION RISK AND ALT	I-238460-202211-1	01 -540-8325	NOVEMBER 2022	007479	175.00
01-1632	ST ELIZABETH FAMILY CAR	I-00025942-00	01 -540-6002	MICKENS PHYSICAL, DRUG SCREEN	007476	69.00
01-1679	MOVE IT SELF STORAGE KE	I-9389	01 -540-8325	JANUARY 2023 RENT	007466	191.00
01-1991	DISCOUNT TIRE TXH 64	I-4370778	01 -540-8450	DISCOUNT TIRE TXH 64	007449	984.20
01-2048	RICHARD E. SPRY, INC	I-4388	01 -540-8300	LOLA'S SHIRTS	007474	166.33
01-2049	AUTOZONE STORE 6152	I-6152764093	01 -540-8450	CUP INVERTER	007433	36.79
01-2049	AUTOZONE STORE 6152	I-6152771582	01 -540-8450	DURALAST FLEX	007433	37.04
01-2049	AUTOZONE STORE 6152	I-6152775820	01 -540-8450	12 IN DURALAST	007433	6.43
01-2049	AUTOZONE STORE 6152	I-6152779115	01 -540-8450	BULBS, ANTIFREEZE	007433	35.41
01-2059	PRAETORIAN DIGITAL; LEX	I-INVPRA112065	01 -540-8325	PRAETORIAN DIGITAL; LEXIPOL	007472	1,921.60
01-2074	AUTO ZONE, INC.	I-6152770670	01 -540-8450	DURALAST FUEL	007432	4.17
01-2085	CANON FINANCIAL SERVICE	I-29669008	01 -540-8325	DEC. 2022 CONTRACT/METER USAG	007438	503.14
01-2109	PULSAR360, CORP	I-1080395	01 -540-8325	DECEMBER 2022	007473	554.72
01-2116	TLC OFFICE SYSTEMS	I-33119113	01 -540-8325	TLC OFFICE SYSTEMS	007477	224.03
01-2119	CLASSIC LUBE	I-4664	01 -540-8450	OIL CHANGE	007442	131.98
01-2119	CLASSIC LUBE	I-4688	01 -540-8450	OIL CHANGE	007442	97.86
01-2119	CLASSIC LUBE	I-4699	01 -540-8450	TIE ROD, ALIGNMENT, OIL CHANG	007442	1,845.33

VENDOR SET: 01 CITY OF KEMAH

ITEMS PRINTED: PAID, UNPAID

PACKET: 07162 12302022AP

FUND : 01 GENERAL FUND

DEPARTMENT: 40 POLICE

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-2119	CLASSIC LUBE	I-4742	01 -540-8450	BRAKE JOB	007442	1,142.74
01-2119	CLASSIC LUBE	I-4766	01 -540-8450	BRAKE JOB	007442	1,175.69
01-2135	COP STOP	I-17011	01 -540-8300	NAME PLATES	007447	64.00
01-2206	MOTOROLA SOLUTIONS INC	I-DEC 2022	01 -540-8325	VIDEO EQUIPMENT	007465	1,432.84
01-2263	IMPACT PROMOTIONAL SERV	I-INV43632	01 -540-8300	BLAUER FLEXRS TACTICAL PANTS	007454	165.98
01-2266	TRAMAIN RUIZ	I-10-17-22	01 -540-6010	HOLIDAY INN REIMBURSEMENT	007478	424.32
DEPARTMENT 40 POLICE					TOTAL:	16,966.13
FUND 01 GENERAL FUND					TOTAL:	139,065.75

VENDOR SET: 01 CITY OF KEMAH

ITEMS PRINTED: PAID, UNPAID

PACKET: 07162 12302022AP

FUND : 04 HOTEL & MOTEL FUND

DEPARTMENT: 10 NON-DEPARTMENTAL

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT
01-0027	GALVESTON CO WCID #12	I-10.27.22 -11.30.22	04 -510-8435	HOT-10.27.22 - 11.30.22	000759	2,088.37
01-0662	COMCAST	I-11/30/22-12/29/22	04 -510-8150	604 BRADFORD DECEMBER	000756	78.98
01-0662	COMCAST	I-11/30/22-12/29/22	04 -510-8150	LATE FEE	000756	10.00
01-1735	VICTORIA'S LANDSCAPING	I-525620-2	04 -510-8150	VISITOR CENTER	000758	1,990.00
01-1753	GEXA ENERGY	I-33340110-4 1	04 -510-8150	GEXA ENERGY	000757	173.82
				DEPARTMENT 10	NON-DEPARTMENTAL	TOTAL: 4,341.17
				FUND 04	HOTEL & MOTEL FUND	TOTAL: 4,341.17

VENDOR SET: 01 CITY OF KEMAH

ITEMS PRINTED: PAID, UNPAID

PACKET: 07162 12302022AP

FUND : 09 CAPITAL PROJECTS

DEPARTMENT: 10 CAPITAL PROJECTS

BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	CHECK#	AMOUNT	
01-0955	LJA ENGINEERING & SURVE	I-202232097	09 -510-9400	57 ACRE PHASE 1 PROF. SVC.	000701	13,853.91	
01-1533	ASCO	I-SWO234712-1	09 -510-9960	GRADALL REPAIR NEW	000700	44,602.22	
				DEPARTMENT 10	CAPITAL PROJECTS	TOTAL: 58,456.13	
				FUND	09	CAPITAL PROJECTS	TOTAL: 58,456.13
						REPORT GRA TOTAL:	201,863.05

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2022-2023	01 -510-7350	OFFICE SUPPLIES	431.70	6,000	5,154.53				
	01 -510-8130	INSPECTION FEES	76,250.00	225,000	97,963.25				
	01 -510-8275	COMMUNITY RELATIONS	2,029.48	30,000	15,609.37				
	01 -510-8310	LEGAL EXPENSE	270.00	165,000	146,449.50				
	01 -510-8325	RENTALS/SERVICE AGREEMENTS	1,281.89	25,000	18,194.66				
	01 -510-8400	OPERATION EXPENSES	8,112.08	6,000	2,990.91-	Y			
	01 -510-8405	PUBLICATIONS	455.33	2,500	355.80				
	01 -510-8425	ANNUAL DUES	200.00	37,000	7,516.00				
	01 -510-8440	UTILITIES/GAS	530.65	65,000	62,686.19				
	01 -510-8445	CITY HALL MAINTENANCE	4,450.53	45,000	36,351.01				
	01 -510-8455	COMMUNITY CENTER EXPENSE	2,440.82	45,000	38,260.08				
	01 -510-8465	RECORDS MANAGEMENT	105.38	2,000	972.64				
	01 -520-7350	OFFICE EXPENSE	38.07	4,000	3,716.28				
	01 -520-8325	RENTAL/SERVICE AGREEMENT	79.00	3,500	3,192.50				
	01 -520-8430	TECHNOLOGY FUND EXPENSES	150.00	2,500	1,586.55-	Y			
	01 -525-7701	SOFTWARE RENEWALS	7,658.00	95,000	78,455.01				
	01 -530-7200	FUEL	516.02	17,000	14,895.67				
	01 -530-7500	CHEMICALS	280.41	3,500	2,918.29				
	01 -530-8300	UNIFORMS	365.68	6,000	4,607.12				
	01 -530-8325	RENTAL/SERVICES	1,762.75	15,000	8,607.22				
	01 -530-8330	MATERIALS	1,907.63	20,000	15,068.03				
	01 -530-8335	LANDSCAPING	5,400.00	25,000	8,300.00				
	01 -530-8440	UTILITIES	5,992.23	135,000	122,289.33				
	01 -530-8445	MAINT BUILDING/GROUND	164.75	40,000	37,595.62				
	01 -530-8450	EQUIPMENT MAINT.	1,227.22	20,000	14,744.16				
	01 -540-6002	EMPLOYEE TESTING	69.00	2,500	1,822.36				
	01 -540-6010	TRAINING/WORKSHOP	424.32	10,000	3,502.42				
	01 -540-7300	SMALL TOOLS/EQUIPMENT	150.00	5,500	5,350.00				
	01 -540-7350	OFFICE SUPPLIES	457.05	9,000	7,689.97				
	01 -540-8300	UNIFORMS POLICE	396.31	10,000	6,370.44				
	01 -540-8325	RENTAL/SERVICE AGREEMENT	7,646.78	130,000	108,316.20				
	01 -540-8450	MAINTENANCE-VEHICLES	5,497.64	35,000	21,987.71				
	01 -540-8460	MISC OPERATIONAL COST POLI	5.03	12,000	11,689.97				
	01 -540-8600	EMERGENCY MANAGEMENT	2,320.00	10,000	7,680.00				
	04 -510-8150	KEMAH VISITOR CENTER MAINT	2,252.80	20,000	14,223.90				
	04 -510-8435	UTILITIES	2,088.37	45,000	38,548.44				
	09 -510-9400	PARK IMPROVEMENTS	13,853.91	410,000	396,146.09				
	09 -510-9960	PW EQUIPMENT	44,602.22	0	44,602.22-	Y			
** 2022-2023 YEAR TOTALS			201,863.05						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
01 -10	ADMINISTRATION	96,557.86
01 -20	MUNICIPAL COURT	267.07
01 -25	IT	7,658.00
01 -30	PUBLIC WORKS	17,616.69
01 -40	POLICE	16,966.13

01 TOTAL	GENERAL FUND	139,065.75
04 -10	NON-DEPARTMENTAL	4,341.17

04 TOTAL	HOTEL & MOTEL FUND	4,341.17
09 -10	CAPITAL PROJECTS	58,456.13

09 TOTAL	CAPITAL PROJECTS	58,456.13

** TOTAL **		201,863.05

NO ERRORS

** END OF REPORT **

PACKET: 07162 12302022AP

VENDOR SET: 01 CITY OF KEMAH

**** CHECK LISTING ****

BANK: AP REGULAR ACCOUNTS PAYABLE

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
<hr/>								
1590		ACE IMAGEWEAR						
	I-0791225	PW UNIFORMS DEC. 2022	R	12/28/2022		50.00	007429	
	I-0792776	UNIFORMS	R	12/28/2022		265.68	007429	
	I-0794304	UNIFORMS	R	12/28/2022		50.00	007429	365.68
1011		AMERICAN JANITORIAL SERVICES, L						
	I-61953	COMM. CENTER CLEAN 11/20	R	12/28/2022		70.00	007430	
	I-62144	CLEANING GLASS COM CENTER	R	12/28/2022		200.00	007430	270.00
2308		ARCHIVESOCIAL INC						
	I-25682	SOCIAL MEDIA ARCHIVING	R	12/28/2022		2,994.00	007431	2,994.00
2074		AUTO ZONE, INC.						
	I-6152770670	DURALAST FUEL	R	12/28/2022		4.17	007432	4.17
2049		AUTOZONE STORE 6152						
	I-6152764093	CUP INVERTER	R	12/28/2022		36.79	007433	
	I-6152771582	DURALAST FLEX	R	12/28/2022		37.04	007433	
	I-6152775820	12 IN DURALAST	R	12/28/2022		6.43	007433	
	I-6152779115	BULBS, ANTIFREEZE	R	12/28/2022		35.41	007433	115.67
2305		BAY AREA SIGNS & ELECTRICAL LLC						
	I-4690	SIGNS CH, CC, PD	R	12/28/2022		2,740.53	007434	2,740.53
0671		BEARCOM						
	I-5474667	APX7500R	R	12/28/2022		150.00	007435	150.00
1050		BLACKBOARD INC						
	I-CSF000874504	RENEWAL FY23	R	12/28/2022		2,320.00	007436	2,320.00
0047		BROOKSIDE						
	I-IL85914	JOHN DEER PARTS	R	12/28/2022		187.97	007437	187.97
2085		CANON FINANCIAL SERVICES, INC						
	I-29669008	DEC. 2022 CONTRACT/METER USAGE	R	12/28/2022		1,006.29	007438	1,006.29
0072		CENTERPOINT ENERGY						
	I-10/25-11/29/22	CH/PD 10/25-11/29/22	R	12/28/2022		25.22	007439	25.22
0072		CENTERPOINT ENERGY						
	I-10/25/22-11/29/22	1900 ANDERS	R	12/28/2022		426.08	007440	426.08
0072		CENTERPOINT ENERGY						
	I-10/28-11/30/22	100 2ND ST	R	12/28/2022		25.22	007441	25.22

PACKET: 07162 12302022AP

VENDOR SET: 01 CITY OF KEMAH

**** CHECK LISTING ****

BANK: AP REGULAR ACCOUNTS PAYABLE

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
<hr/>								
2119		CLASSIC LUBE						
	I-4664	OIL CHANGE	R	12/28/2022		131.98	007442	
	I-4688	OIL CHANGE	R	12/28/2022		97.86	007442	
	I-4699	TIE ROD, ALIGNMENT, OIL CHANGE	R	12/28/2022		1,845.33	007442	
	I-4742	BRAKE JOB	R	12/28/2022		1,142.74	007442	
	I-4766	BRAKE JOB	R	12/28/2022		1,175.69	007442	4,393.60
0662		COMCAST						
	I-11/28/22-12/27/22	1900 ANDERS LN	R	12/28/2022		164.76	007443	164.76
0662		COMCAST						
	I-12/01/22-12/31/22	800 HARRIS DECEMBER 2022	R	12/28/2022		186.43	007444	186.43
0662		COMCAST						
	I-12/1-12/31/22	12/1/22-12/31/22	R	12/28/2022		1,218.46	007445	1,218.46
0662		COMCAST						
	I-12/13/22-1/12/23	12/13/22-1/12/23	R	12/28/2022		67.70	007446	67.70
2135		COP STOP						
	I-17011	NAME PLATES	R	12/28/2022		64.00	007447	64.00
0668		CROWN TROPHY						
	I-22-42169	BOAT PARADE AWARD	R	12/28/2022		105.00	007448	105.00
1991		DISCOUNT TIRE TXH 64						
	I-4370778	TIRES UNIT 142	R	12/28/2022		984.20	007449	984.20
0025		GALVESTON COUNTY DAILY NEWS						
	I-45752	RFQ PROFESSIONAL LEGAL FIRM	R	12/28/2022		261.68	007450	
	I-45971	CDBG GRANT AD#1069688	R	12/28/2022		193.65	007450	455.33
1753		GEXA ENERGY						
	I-33340110-4	OCTOBER 2022	R	12/28/2022		5,756.79	007451	5,756.79
0766		H-GAC						
								CHECK DATE < ITEM DATE
	I-2023-101	DUES 2023	R	12/28/2022		200.00	007452	200.00
0299		HOME DEPOT CREDIT SERVICE						
	I-NOVEMBER 2022	NOVEMBER 2022	R	12/28/2022		3,174.35	007453	3,174.35
2263		IMPACT PROMOTIONAL SERVICES DBA						
	I-INV43632	BLAUER FLEXRS TACTICAL PANTS	R	12/28/2022		165.98	007454	165.98

PACKET: 07162 12302022AP

VENDOR SET: 01 CITY OF KEMAH

**** CHECK LISTING ****

BANK: AP REGULAR ACCOUNTS PAYABLE

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0052		KEMAH HARDWARE						
	I-2211-540665	CABLE TIES	R	12/28/2022		7.68	007455	
	I-2211-540670	RAPIDFUSE GEL CONTROL	R	12/28/2022		9.78	007455	
	I-2211-540693	3-1/2" GALV LP HINGE	R	12/28/2022		47.98	007455	
	I-2212-540765	SCREWS, BOLTS & FASTENERS	R	12/28/2022		37.39	007455	
	I-2212-540847	MISC. ITEMS	R	12/28/2022		5.20	007455	
	I-2212-541085	MISC HARDWARE	R	12/28/2022		13.98	007455	
	I-2212-541138	STARTING FLUID, SEA FOAM MOTOR	R	12/28/2022		18.38	007455	
	I-2212-541176	SCREWS, BOLTS, & FASTENERS	R	12/28/2022		4.29	007455	
	I-2212-541186	STEEL PIPE	R	12/28/2022		52.08	007455	
	I-2212-541193	NOSE PLIERS, SCREWS, BOLTS	R	12/28/2022		20.46	007455	
	I-2212-541228	SCREWS, BOLTS, & FASTENERS	R	12/28/2022		39.88	007455	
	I-2212-541271	SCREWS BOLTS FASTNERS	R	12/28/2022		9.68	007455	
	I-2212-541429	SAK-O-MIX	R	12/28/2022		9.18	007455	
	I-2212-541650	MISC	R	12/28/2022		16.00	007455	
	I-2212-541689	SCREWS BOLTS FASTNERS	R	12/28/2022		5.93	007455	
	I-2212-541735	SUPPLIES	R	12/28/2022		7.07	007455	
	I-2212-541816	WINDEX, SQUEEGEE	R	12/28/2022		24.97	007455	
	I-2212-541881	CABLE TIES, PAIL, TAPE, AMONIA	R	12/28/2022		75.04	007455	
	I-2212-542084	MISC, GLASSES, NITRILE GLOVE	R	12/28/2022		49.45	007455	
	I-2212-542114	METAL RLR GRID, ROLLER FRAME	R	12/28/2022		9.18	007455	463.60
VOID	007456	VOID CHECK	V	12/28/2022			007456	**VOID**
VOID	007457	VOID CHECK	V	12/28/2022			007457	**VOID**
VOID	007458	VOID CHECK	V	12/28/2022			007458	**VOID**
0073		LANDSDOWNE-MOODY						
	I-IW41837	BOLT, GAUGE, LOCKING NUT	R	12/28/2022		42.10	007459	42.10
0919		LEAGUE CITY OUTDOOR POWER EQUIP						
	C-120139	RETURN 2 EXMARK TIRES	R	12/28/2022		605.34	007460	
	I-120137	2 EXMARK TIRES PLUS LABOR	R	12/28/2022		650.34	007460	
	I-120138	1 EXMARK TIRE	R	12/28/2022		257.67	007460	
	I-120231	2 EXMARK TIRES PLUS LABOR	R	12/28/2022		605.34	007460	908.01
0697		LEXISNEXIS RISK SOLUTIONS						
	I-1194750-20221130	NOVEMBER 2022	R	12/28/2022		79.00	007461	79.00
0069		MATHESON TRI-GAS						
	I-0026809471	ACETYLENE, HIGH PRESSURE	R	12/28/2022		280.41	007462	280.41

PACKET: 07162 12302022AP

VENDOR SET: 01 CITY OF KEMAH

**** CHECK LISTING ****

BANK: AP REGULAR ACCOUNTS PAYABLE

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2102		MCREE FORD						
	I-1900	MCREE FORD	R	12/28/2022		89.14	007463	89.14
2145		MDR ADVERTISING						
	I-22-33837	DECEMBER 2022	R	12/28/2022		7,916.63	007464	7,916.63
2206		MOTOROLA SOLUTIONS INC						
	I-DEC 2022	VIDEO EQUIPMENT	R	12/28/2022		1,432.84	007465	1,432.84
1679		MOVE IT SELF STORAGE KEMAH- UNI						
	I-9389	JANUARY 2023 RENT	R	12/28/2022		191.00	007466	191.00
2307		MURRAY-LOBB PLLC						
	I-34476	INDIVIDUAL INVESTIGATION	R	12/28/2022		210.00	007467	210.00
2144		O&M HOLDINGS, INC/ OMNIKLEAN						
	I-1258056	TOWELS, TRASH LINERS	R	12/28/2022		248.10	007468	248.10
0269		OFFICE DEPOT						
	I-11/1/22-11/30/22	11/1/22-11/30/22	R	12/28/2022		670.31	007469	670.31
2306		OLSON & OLSON LLP						
	I-12752	BILLING THRU 10.31.22-INVESTIG	R	12/28/2022		60.00	007470	60.00
1926		ONE STOP TENTS & EVENTS						
	I-158223	PANCAKES W/ SANTA TABLE CLOTHS	R	12/28/2022		161.28	007471	161.28
2059		PRAETORIAN DIGITAL; LEXIPOL						
	I-INVPR112065	1/1/23-12/31/23	R	12/28/2022		1,921.60	007472	1,921.60
2109		PULSAR360, CORP						
	I-1080395	DECEMBER 2022	R	12/28/2022		1,109.44	007473	1,109.44
2048		RICHARD E. SPRY, INC						
	I-4388	LOLA'S SHIRTS	R	12/28/2022		166.33	007474	
	I-4411	XMAS SHIRTS	R	12/28/2022		67.12	007474	233.45
2148		SHERWIN WILLIAMS						
	I-4902-2	5 GALLON PAINT POPULAR GRAY	R	12/28/2022		164.75	007475	164.75
1632		ST ELIZABETH FAMILY CARE						
	I-00025942-00	MICKENS PHYSICAL, DRUG SCREEN	R	12/28/2022		69.00	007476	69.00

PACKET: 07162 12302022AP

VENDOR SET: 01 CITY OF KEMAH

**** CHECK LISTING ****

BANK: AP REGULAR ACCOUNTS PAYABLE

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2116		TLC OFFICE SYSTEMS						
	I-33119113	PHONES	R	12/28/2022		448.05	007477	448.05
2266		TRAMAIN RUIZ						
	I-10-17-22	HOLIDAY INN REIMBURSEMENT	R	12/28/2022		424.32	007478	424.32
1487		TRANSUNION RISK AND ALTERNATIVE						
	I-238460-202211-1	NOVEMBER 2022	R	12/28/2022		175.00	007479	175.00
2184		TXBBG CONSULTING INC						
	I-0094222-IN	NOV. 2022 INSPECTION/PLAN REVI	R	12/28/2022		8,750.00	007480	
	I-22-2784	PLAN REVIEW 101 RALPH GORDY	R	12/28/2022		67,500.00	007480	76,250.00
1077		TYLER TECHNOLOGIES, INC.						
	I-025-405902	JANUARY 2023	R	12/28/2022		150.00	007481	
	I-130-132660	ZEBRA, PRINTER	R	12/28/2022		1,260.00	007481	1,410.00
0301		UNITED RENTALS, INC.						
	I-212572939-004	BOOM 60-64 ARTICULATING	R	12/28/2022		1,259.41	007482	
	I-213313194-001	SCISSOR LIFT	R	12/28/2022		503.34	007482	1,762.75
0858		VERIZON WIRELESS						
	I-9922697824	DECEMBER 2022	R	12/28/2022		113.99	007483	113.99
1735		VICTORIA'S LANDSCAPING						
	I-525620	DECEMBER 2022	R	12/28/2022		4,580.00	007484	
	I-525621	DECEMBER 2022	R	12/28/2022		3,790.00	007484	8,370.00
2234		VISUAL EDGE, INC DBA TLC OFFICE						
	I-23AR1157723	NOVEMBER 2022	R	12/28/2022		3,334.00	007485	
	I-23AR1163328	11/04/22 EMERGENCY OUTAGE	R	12/28/2022		1,330.00	007485	4,664.00
VITAL		VITAL RECORDS CONTROL						
	I-3088839	NOVEMBER 2022 SHRED	R	12/28/2022		105.38	007486	105.38
0429		WALMART						
	I-10/20/22-11/19/22	10/20/22-11/19/22	R	12/28/2022		174.65	007487	174.65
0027		GALVESTON CO WCID #12						
	I-10/27/22-11/30/22	10/27/22-11/30/22	R	12/28/2022		781.50	007488	781.50
0049		WEX BANK						
	I-85173594	PW FUEL 10/24/22-11/23/22	R	12/28/2022		441.02	007489	441.02

PACKET: 07162 12302022AP
VENDOR SET: 01 CITY OF KEMAH **** CHECK LISTING ****
BANK: AP REGULAR ACCOUNTS PAYABLE

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0049		WEX BANK						
	I-85260726	SERVICE CHARGE	R	12/28/2022		75.00	007490	75.00
0049		WEX BANK						
	I-85260727	PD	R	12/28/2022		52.00	007491	52.00

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	60	0.00	139,065.75	139,065.75
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	3	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	63	0.00	139,065.75	139,065.75

PACKET: 07162 12302022AP

VENDOR SET: 01 CITY OF KEMAH

**** CHECK LISTING ****

BANK: CAPIT CAPITAL PROJECTS

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1533		ASCO						
	I-SWO234712-1	GRADALL REPAIR NEW	R	12/28/2022		44,602.22	000700	44,602.22
0955		LJA ENGINEERING & SURVEYING, IN						
	I-202232097	57 ACRE PHASE 1 PROF. SVC.	R	12/28/2022		13,853.91	000701	13,853.91

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	2	0.00	58,456.13	58,456.13
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	2	0.00	58,456.13	58,456.13

PACKET: 07162 12302022AP

VENDOR SET: 01 CITY OF KEMAH

**** CHECK LISTING ****

BANK: HOTEL HOTEL

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0662		COMCAST						
	I-11/30/22-12/29/22	604 BRADFORD DECEMBER	R	12/28/2022		88.98	000756	88.98
1753		GEXA ENERGY						
	I-33340110-4 1	OCTOBER 2022	R	12/28/2022		173.82	000757	173.82
1735		VICTORIA'S LANDSCAPING						
	I-525620-2	DECEMBER 2022	R	12/28/2022		1,990.00	000758	1,990.00
0027		GALVESTON CO WCID #12						
	I-10.27.22 -11.30.22	HOT-10.27.22 - 11.30.22	R	12/28/2022		2,088.37	000759	2,088.37

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	4	0.00	4,341.17	4,341.17
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	4	0.00	4,341.17	4,341.17

PACKET: 07162 12302022AP
VENDOR SET: 01 CITY OF KEMAH
BANK: ALL

**** CHECK LISTING ****

** REGISTER GRAND TOTALS *

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	66	0.00	201,863.05	201,863.05
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	3	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	69	0.00	201,863.05	201,863.05

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT

01	12/2022	139,065.75CR
04	12/2022	4,341.17CR
09	12/2022	58,456.13CR
=====		
ALL		201,863.05CR

**** CHECK LISTING ****

TOTAL ERRORS: 0 TOTAL WARNINGS: 1

Kemah City Council Agenda Item #10 Strategic Planning

Once form is complete and departmental clearances are obtained, this form should be forwarded to the City Secretary as soon as possible prior to the date that the item is expected to be placed on the City Council agenda.

Date requested for Council consideration: 01/04/2023

Prepared by: Carl Joiner

Subject: Strategic Planning Support

Proceeding: Consideration and Possible Action

Originating Department:

Plan Reference: 17SP- or 17OP-

Texas Ethics Commission Form 1295 required?

If YES, is copy of Form attached?

Contract Identification Number on Form:

City Attorney Review:

Expenditure Required: Amount Budgeted:

Appropriation Required: Source of Funds:

Finance Approval:

City Administrator Approval: (Walter Gant)

SUMMARY / ORIGINATING CAUSE

To proceed with Strategic/Operations Plan for the City using funds saved from Attorney costs.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

Kemah City Council Agenda Item #11 Organizational Chart

Once form is complete and departmental clearances are obtained, this form should be forwarded to the City Secretary as soon as possible prior to the date that the item is expected to be placed on the City Council agenda.

Date requested for Council consideration: 01/04/2023

Prepared by: Carl Joiner

Subject: Organizational Chart

Proceeding: Consideration and Possible Action

Originating Department:

Plan Reference: 17SP- or 17OP-

Texas Ethics Commission Form 1295 required?

If YES, is copy of Form attached?

Contract Identification Number on Form:

City Attorney Review:

Expenditure Required: Amount Budgeted:

Appropriation Required: Source of Funds:

Finance Approval:

City Administrator Approval: (Walter Gant)

SUMMARY / ORIGINATING CAUSE

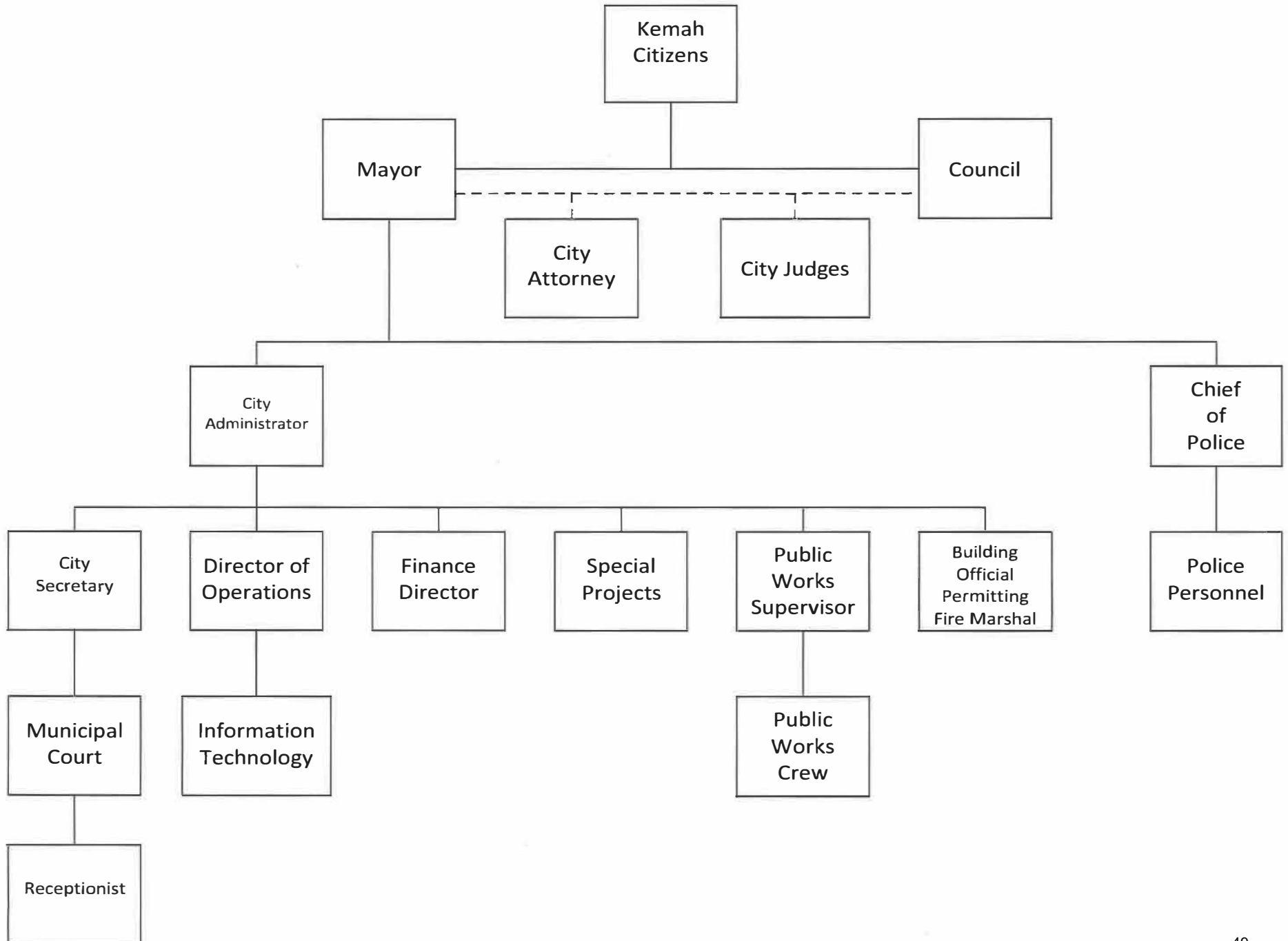
IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

- Proposed Organizational Chart

**City of Kemah
Proposed Organization Chart
January 4, 2023**



Kemah City Council Agenda Item #12 Signers of Checks

Once form is complete and departmental clearances are obtained, this form should be forwarded to the City Secretary as soon as possible prior to the date that the item is expected to be placed on the City Council agenda.

Date requested for Council consideration: 01/04/2023

Prepared by: Carl Joiner

Subject: Signers of City Checks

Proceeding: Consideration and Possible Action

Originating Department:

Plan Reference: 17SP- or 17OP-

Texas Ethics Commission Form 1295 required?

If YES, is copy of Form attached?

Contract Identification Number on Form:

City Attorney Review:

Expenditure Required: Amount Budgeted:

Appropriation Required: Source of Funds:

Finance Approval:

City Administrator Approval: (Walter Gant)

SUMMARY / ORIGINATING CAUSE

To add the Mayor, City Administrator, and City Secretary to the list of approved check signers for the City. The Mayor, as CEO of the City, is responsible for carrying out the budget set by Council. This last fiscal year the City took in roughly \$273,888 in revenue than budgeted but ended up in the red of about \$75,731 because of no oversight.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

- Fiscal Year 2021-2022 Revenue & Expenditure Summary Sheet

CITY OF KEMAH
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2022

01 -GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD ACTUAL
<u>REVENUE SUMMARY</u>							
TAXES	4,190,000	367,397.29	4,465,076.73	4,113,364.59	0.00 (	275,076.73)	106.57
FINES & FORFEITURES	343,600	5,210.02	289,897.81	244,092.45	0.00	53,702.19	84.37
POLICE REVENUE	3,000	84.00	2,395.14	6,874.20	0.00	604.86	79.84
MANAGEMENT FEES	53,000	12,500.00	53,000.00	90,000.00	0.00	0.00	100.00
LICENCES & PERMITS	299,000	13,187.75	496,965.20	221,988.04	0.00 (	197,965.20)	166.21
OTHER INCOME	351,000	34,054.27	204,715.14	150,574.91	0.00	146,284.86	58.32
FIRE DEPT REVENUE	250,140	250,634.27	251,578.63	375,209.12	0.00 (	1,438.71)	100.58
	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	5,489,740	683,067.60	5,763,628.65	5,202,103.31	0.00 (	273,888.73)	104.99
<u>EXPENDITURE SUMMARY</u>							
ADMINISTRATION	1,443,510	225,733.73	1,929,720.83	1,242,908.16	0.00 (	486,210.83)	133.68
COMMUNICATIONS/MARKETING	0	0.00	0.00	3,867.61	0.00	0.00	0.00
MUNICIPAL COURT	232,150	24,458.67	215,057.24	196,528.61	0.00	17,092.76	92.64
IT	296,200	19,406.58	260,488.74	183,505.87	0.00	35,711.26	87.94
PUBLIC WORKS	809,550	78,746.76	688,054.47	725,780.33	0.00	121,495.53	84.99
POLICE	2,708,330	332,895.74	2,746,039.35	2,276,858.22	0.00 (	37,709.43)	101.39
FIRE DEPARTMENNT	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	5,489,740	681,241.48	5,839,360.63	4,629,448.80	0.00 (	349,620.71)	106.37
REVENUE OVER/(UNDER) EXPENDITURES	0	1,826.12	(75,731.98)	572,654.51	0.00	75,731.98	

Kemah City Council Agenda Item #13 Reserve G Resolution

Once form is complete and departmental clearances are obtained, this form should be forwarded to the City Secretary as soon as possible prior to the date that the item is expected to be placed on the City Council agenda.

Date requested for Council consideration: 01/04/2023

Prepared by: Walter Gant

Subject: To approve KCDC purchase of Reserve G Resolution

Proceeding: Consideration and Possible Action

Originating Department:

Plan Reference: 17SP- or 17OP-

Texas Ethics Commission Form 1295 required?

If YES, is copy of Form attached?

Contract Identification Number on Form:

City Attorney Review:

Expenditure Required: Amount Budgeted:

Appropriation Required: Source of Funds:

Finance Approval:

City Administrator Approval: (Walter Gant)

SUMMARY / ORIGINATING CAUSE

On October 18, 2022 KCDC approved a Resolution to the purchase of real property known as Reserve G of the Kemah Marketplace Development as targeted infrastructure found by the KCDC Board of Directors to promote new or expanded development. Council is now being asked to approve KCDC expenditures in the amount not to exceed \$927,000 for the purchase of Reserve G, Kemah Marketplace from the City of Kemah. The first reading was approved on 12/7/2022. This is now on the agenda for the second reading.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

- KCDC Resolution 2022-03
- Resolution to approve KCDC expenditure

Resolution No. 2022-03

A RESOLUTION OF THE KEMAH COMMUNITY DEVELOPMENT CORPORATION (SOMETIMES “KCDC”) APPROVING THE PURCHASE OF REAL PROPERTY KNOWN AS RESERVE G OF THE KEMAH MARKETPLACE DEVELOPMENT AS TARGETED INFRASTRUCTURE FOUND BY THE KCDC BOARD OF DIRECTORS TO PROMOTE NEW OR EXPANDED DEVELOPMENT.

WHEREAS, the City of Kemah had a population of 2,114 in the 2020 census according to www.census.gov.

WHEREAS, Texas Local Government Code, Chapters 501 and 505 fall under Title 12, *Subtitle* C1;

WHEREAS, under Texas Local Government Code Section 501.103, certain infrastructure improvements are allowed. This section specifically reads: “In this *subtitle*, “project” includes expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to:

- (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, gas utilities, drainage, site improvement and related improvements,
- (2) telecommunication and Internet Improvements, and
- (3) beach remediation along the Gulf of Mexico”.

WHEREAS, while Sections 501.101 and 505.155 of the Texas Government Code have a general rule that Type B Corporations may provide land, buildings, equipment, facilities and improvements found by the board of directors to promote or develop new or expanded business enterprises that create or retain primary jobs, there are exceptions.

WHEREAS, Texas Local Government Code Section 505.158 creates an exception for smaller cities that does not require a finding by the board of directors that the project creates or retains primary jobs.

WHEREAS, Texas Local Government Code Section 505.158 expressly allows a Texas Type B Corporation authorized to be created by a municipality with a population of 20,000 or less to approve a “project” that includes “the LAND, buildings, equipment, facilities, expenditures, TARGETED INFRASTRUCTURE,

and improvements found by the board of directors to promote new or expanded business development".

WHEREAS, while "targeted infrastructure" does not have a specific definition in Chapters 501 or 505 the limitations for certain types of infrastructure in Title 12 subtitle C1 of the Texas Local Government Code expressly include streets and roads.

WHEREAS, several business owners have sent letters to the KCDC indicating that in their opinions that paving and providing curb and gutter for Anders Lane will promote new or expanded development.

WHEREAS, the land that the KCDC desires to purchase is serves dual purposes, to purchase desired land from the City of Kemah, which in turn, will use the funds to spend on Anders Lane (and part of the agreement is to earmark the funds for streets and roads).

WHEREAS, as the second purpose, KCDC desires to purchase Reserve G, of the Kemah Marketplace and restrict it to commercial retail only which will promote new or expanded development in Kemah.

WHEREAS, KCDC intends to pay the City of Kemah fair market value for the land, which an appraiser has found to be worth \$925,000.00.

WHEREAS, KCDC has an understanding with the City of Kemah that the sale proceeds for the City will be used to Widen and Improve a portion of Anders Lane from FM96 to FM518, which will then be an alternate means to drive more traffic from League City to this tract which in the future will contain future retail spaces.

WHEREAS, the Kemah Community Development Corporation ("KCDC") board of directors has determined in its judgment and now specifically finds that the Purchasing of the Real Property Known as Reserve G of the Kemah Marketplace Development Project is LAND found to promote new or expanded business development as permitted under Texas Local Government Code Section 505.158.

WHEREAS, the KCDC Board of Directors met on the 16th day of August, 2022 to approve providing notice to the public of the following project:

Project Description:	Purchase the real property known as Reserve G, of the Kemah Marketplace Development
Amount:	TBD

WHEREAS, the notice for this project was first published on the 23rd day of August, 2022.

WHEREAS, the public hearing for this project was conducted on the 20th day of September, 2022 at 6PM at the City of Kemah City Hall at 1401 Highway 146, Kemah, Texas 77565 and public comments were received.

WHEREAS, no petition has been filed to place the project on the next election ballot. The project shall not begin until at least 60 days has expired from the date of the first publication of the notice.

WHEREAS, the Seller (City of Kemah) shall be responsible for all closing costs as the Project was advertised.

WHEREAS, Section 505.158(b) of the Texas Local Government Code mandates that prior to funding of a project involving an expenditure of Type B Sales Tax funds of more than ten thousand dollars (\$10,000.00), the authorizing municipality of a Type B corporation shall adopt a resolution on at least two separate readings authorizing the project.

WHEREAS, as signified by this resolution, the Kemah Community Development Corporation approves this project to purchase the real property known as Reserve G, of the Kemah Marketplace Development and will subsequently request the Kemah City Council to approve the contract and expenditures up to \$925,000.00 for this Project as required by Texas State Law.

WHEREAS, additionally the City of Kemah and the KCDC intend to enter into an interlocal agreement to jointly fund Anders Lane with a total budget up to \$1,500,000.00 and the terms and conditions shall be agreed upon by the two entities.

NOW THEREFORE, BE IT RESOLVED THAT:

Section 1. All of the findings referenced above are found to be true and correct and are hereby adopted by the Kemah Community Development Corporation and made a part hereof for all purposes as findings of fact.

Section 2. Kemah Community Development Corporation Board of Directors has determined in its judgment and now specifically finds that the purchase the real


property known as Reserve G, of the Kemah Marketplace Development Project is LAND found to promote new or expanded business development as authorized under Texas Local Government Code Section 505.158.

Section 3. The Kemah Community Development Corporation hereby formally approves the purchase the real property known as Reserve G, of the Kemah Marketplace Development Project, to be funded in the amount of up to \$925,000.00

Section 4. This Resolution shall take effect immediately from and after its passage after its first and only reading, and accordingly so resolved.

Section 5. After passage of this resolution, the Kemah Community Development Corporation requests that Kemah City Council consider and take action to approve the Purchase and Sale of the Real Property with the further intention to enter into a interlocal agreement to jointly fund the Anders Ln Project and further to pass a resolution authorizing the expenditures for the purchase the real property known as Reserve G, of the Kemah Marketplace Development Project in the amount of \$925,000.00 after at least two (2) readings in compliance with Texas State Law.

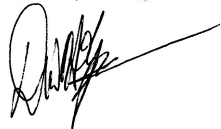
Passed and approved on the 18th day of October,
2022


Isaac Saldana, President

ATTEST:


Chandra Jobb, Kemah City Secretary

APPROVED:


Gregg & Gregg, PC
By Dick H. Gregg, III
City Attorneys

Resolution No. _____

A RESOLUTION OF THE KEMAH CITY COUNCIL APPROVING THE KEMAH COMMUNITY DEVELOPMENT CORPORATION (SOMETIMES “KCDC”) PROJECT DESCRIBED AS THE PURCHASE OF REAL PROPERTY KNOWN AS RESERVE G OF THE KEMAH MARKETPLACE DEVELOPMENT AS LAND FOUND BY THE KCDC BOARD OF DIRECTORS TO PROMOTE NEW OR EXPANDED DEVELOPMENT.

WHEREAS, the City of Kemah had a population of 2,114 in the 2020 census according to www.census.gov and the population continues to be under 20,000.

WHEREAS, Texas Local Government Code, Chapters 501 and 505 fall under Title 12, *Subtitle C1*;

WHEREAS, under Texas Local Government Code Section 501.103, certain infrastructure improvements are allowed. This section specifically reads: “In this *subtitle*, “project” includes expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to:

- (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, gas utilities, drainage, site improvement and related improvements,
- (2) telecommunication and Internet Improvements, and
- (3) beach remediation along the Gulf of Mexico”.

WHEREAS, while Sections 501.101 and 505.155 of the Texas Government Code have a general rule that Type B Corporations may provide land, buildings, equipment, facilities and improvements found by the board of directors to promote or develop new or expanded business enterprises that create or retain primary jobs, there are exceptions.

WHEREAS, Texas Local Government Code Section 505.158 creates an exception for smaller cities that does not require a finding by the board of directors that the project creates or retains primary jobs.

WHEREAS, Texas Local Government Code Section 505.158 expressly allows a Texas Type B Corporation authorized to be created by a municipality with a population of 20,000 or less to approve a “project” that includes “the LAND, buildings, equipment, facilities, expenditures, TARGETED INFRASTRUCTURE, and improvements found by the board of directors to promote new or expanded business development”.

WHEREAS, while “targeted infrastructure” does not have a specific definition in Chapters 501 or 505 the limitations for certain types of infrastructure in Title 12 subtitle C1 of the Texas Local Government Code expressly include streets and roads.

WHEREAS, several business owners have sent letters to the KCDC indicating that in their opinions that paving and providing curb and gutter for Anders Lane will promote new or expanded development.

WHEREAS, the land that the KCDC desires to purchase is serves dual purposes, to purchase desired land from the City of Kemah, which in turn, will use the sales proceeds to improve streets and roads, with the primary intention of widening and improving Anders Lane. For the second purpose, KCDC desires to purchase Reserve G, of the Kemah Marketplace and restrict it to commercial retail only generating sales tax revenue, which will promote new or expanded development in Kemah.

WHEREAS, KCDC intends to pay the City of Kemah fair market value for the land, which an appraiser has found to be worth \$927,000.00.

WHEREAS, KCDC has an understanding with the City of Kemah that the sale proceeds for the City will be used to Widen and Improve a portion of Anders Lane from FM96 to FM518, which will then be an alternate means to drive more traffic from League City to the City of Kemah and/or this tract. The tract will contain future retail spaces generating sales tax revenue and bringing in new business development to the City.

WHEREAS, the Kemah Community Development Corporation (“KCDC”) board of directors has determined in its judgment and now specifically finds that the Purchasing of the Real Property Known as Reserve G of the Kemah Marketplace Development Project is LAND found to promote new or expanded business development as permitted under Texas Local Government Code Section 505.158 and further as a consequence the sales proceeds to the City of Kemah will be used by the City of Kemah to improve TARGETED INFRASTRUCTURE, specifically and preferentially the widening and paving of Anders Lane.

WHEREAS, the KCDC Board of Directors met on the 16th day of August, 2022 to approve providing notice to the public of the following project:

Project Description:	Purchase the real property known as Reserve G, of the Kemah Marketplace Development
Amount:	TBD

WHEREAS, the notice for this project was first published on the 23rd day of August, 2022.

WHEREAS, the public hearing for this project was conducted on the 20th day of September, 2022 at 6PM at the City of Kemah City Hall at 1401 Highway 146, Kemah, Texas 77565 and public comments were received.

WHEREAS, no petition has been filed to place the project on the next election ballot. The project shall not begin until at least 60 days has expired from the date of the first publication of the notice.

WHEREAS, the Seller (City of Kemah) shall be responsible for all closing costs as the Project was advertised, should the Kemah Community Development Corporation be the successful bidder and/or awarded the contract as Buyer, unless otherwise stated in the public notice for the sale of the property.

WHEREAS, Section 505.158(b) of the Texas Local Government Code mandates that prior to funding of a project involving an expenditure of Type B Sales Tax funds of more than ten thousand dollars (\$10,000.00), the authorizing municipality of a Type B corporation shall adopt a resolution on at least two separate readings authorizing the project.

WHEREAS, the Kemah Community Development Corporation approved this project to purchase the real property known as Reserve G, of the Kemah Marketplace Development and is now subsequently requesting that the Kemah City Council approve the bidding and purchasing of same land up to \$927,000.00 for this Project as required by Texas State Law.

NOW THEREFORE, BE IT RESOLVED THAT:

Section 1. All of the findings referenced above are found to be true and correct and the Kemah Community Development Corporation has already adopted a resolution consistent with the terms herein and made a part hereof for all purposes as findings of fact.

Section 2. The City of Kemah finds that the Kemah Community Development Corporation Board of Directors has determined in its judgment and now specifically finds that the purchase the real property known as Reserve G, of the Kemah Marketplace Development Project is LAND found to promote new or expanded business development as authorized under Texas Local Government Code Section 505.158, and further that the sale of the real property to KCDC (should it be the successful bidder) will allow the sales proceeds to the City of Kemah be used to further improve “Targeted Infrastructure”, preferentially certain portions of Anders Lane, greatly benefitting all the citizens of Kemah and promoting new business development. The City of Kemah agrees with this statement.

Section 3. The Kemah Community Development Corporation hereby formally approved offering to purchase the real property known as Reserve G, of the Kemah Marketplace Development Project in the amount of up to \$927,000.00, and hereby authorizes KCDC to allow the same expenditures for the purchase of this specific tract of land, and take any and all steps necessary for the KCDC as Buyer to purchase the same land and for the City of Kemah as seller to sell the same land.

Section 4. This Resolution shall take effect immediately from and after its passage after its second and final reading, and accordingly so resolved. Kemah City Council must authorize this resolution on two separate readings which includes authorizing expenditures in the amount up to \$927,000.00 for it to take effect in compliance with Texas State Law.

Passed and approved on the first reading on the _____ day of _____, 20____.
Passed and approved on the second & final reading on the ____ day of _____, 20____.

Carl Joiner, Mayor of Kemah

ATTEST:

Chandra Jobb, Kemah City Secretary

APPROVED:

A handwritten signature in black ink, appearing to read 'Dick H. Gregg, III', with a long horizontal stroke extending to the right.

Gregg & Gregg, PC
By Dick H. Gregg, III
City Attorneys

Kemah City Council Agenda Item #14 2nd Reading Mural Park Ordinance

Once form is complete and departmental clearances are obtained, this form should be forwarded to the City Secretary as soon as possible prior to the date that the item is expected to be placed on the City Council agenda.

Date requested for Council consideration: 1/04/2023

Prepared by: Walter Gant

Subject: Second Reading for Mural Park Ordinance

Proceeding: Consideration and Possible Action

Originating Department:

Plan Reference: 17SP- or 17OP-

Texas Ethics Commission Form 1295 required?

If YES, is copy of Form attached?

Contract Identification Number on Form:

City Attorney Review:

Expenditure Required: Amount Budgeted:

Appropriation Required: Source of Funds:

Finance Approval:

City Administrator Approval: (Walter Gant)

SUMMARY / ORIGINATING CAUSE

At the 11/2/2022 Council meeting, it was decided to make Mural Park a smoke free park. Also at this meeting, it was discussed for it to be alcohol free. This ordinance was brought back for approval of a first reading with the addition of alcohol free included at the 12/7/2022 and was approved. It is now being brought back for approval of a second reading.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

- Updated Ordinance 1208

ORDINANCE NO. ____1208____

AN ORDINANCE PROHIBITING SMOKING AND POSSESSING AND/OR CONSUMING AN ALCOHOLIC BEVERAGE IN A CERTAIN PUBLIC PARK, PROVIDING FOR DEFINITIONS, PROVIDING FOR SIGNAGE REQUIREMENT, PROVIDING FOR AN OFFENSE AS A CLASS C MISDEMEANOR AND A PENALTY CLAUSE (WITH A FINE UP TO THE MAXIMUM ALLOWED BY LAW), PROVIDING FOR A REPEALER CLAUSE, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE AND AUTHORIZING PUBLICATION.

WHEREAS, the City Council has determined that regulations are needed to regulate smoking and consumption of alcohol in a specific public park in Kemah to protect the public health, safety, morals and general welfare;

WHEREAS, the City Council for the City of Kemah has determined that regulations are necessary for promoting the message of “no smoking” is beneficial to the public, limiting exposure to second-hand smoke.

WHEREAS, the City of Kemah wishes to provide the public with a smoke and alcohol-free park.

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

Section 1. Definitions

The following words, terms, and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this Ordinance, except where the context clearly indicates a different meaning:

Electronic Smoking Device means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any matter for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen or under any other product name or description.

Mural Park means the area of land dedicated and used as parkland or City-owned land used for a public park or recreational area that is under control of the City of Kemah and located at 602 Bradford also known as ABST 12 M GOULDRICH SUR LOTS 4 THRU 9 BLK 20 KEMAH TOWNSITE (EVERGREEN).

Smoking means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, tobacco product, electronic smoking device, weed, plant or other combustible substance whose smoke is intended to be inhaled.

Alcoholic Beverage means alcohol, or any beverage containing more than one-half of one percent of alcohol by volume, which is capable of use for beverage purposes, either alone or when diluted.

Section 2. Smoking in the Mural Park Prohibited

A person commits an offense if the person is smoking in the Mural Park.

Section 3. Possessing or Consuming an Alcoholic Beverage Prohibited

A person commits an offense if the person possesses or consumes an Alcoholic Beverage in the Mural Park.

Section 4. Signage Required

The City of Kemah shall conspicuously post two or more “No Smoking” signs, the international “No smoking” symbols (depiction of a burning cigarette enclosed in a red circle with a red bar across it) or other signs containing the words or pictures that prohibit smoking.

The City of Kemah shall conspicuously post two or more “Possessing or Consuming Alcoholic Beverage is Prohibited” signs or other signs prohibiting alcoholic beverages in the Mural Park.

The City of Kemah has the right, but not the obligation, to combine the wordings above and/or symbols on the same sign to meet the signage requirements listed above.

Section 5. Offense and Penalty

- (a) Any person who violates any provision of this Ordinance shall be guilty of a misdemeanor and upon conviction fined up to the maximum allowed by State Law.
- (b) Each day that an offense occurs is a separate violation.
- (c) Prosecution under this Ordinance shall not require the pleading or proving of any culpable mental state.

Section. 6. That all provisions of the Ordinances of the City of Kemah in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section 7. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal, or invalid, and shall not affect the validity of the Code of Ordinances as a whole.

Section 8. This Ordinance shall take effect immediately after passage on two readings and the City Secretary is authorized to publish the required notice for this Ordinance in the Official Newspaper for the City of Kemah, Galveston County, Texas.

Duly Passed and Approved on First Reading this the _____ day of _____, 2022.

Duly Passed and Approved on Second and Final Reading this the ____ day of _____, 2022.

Carl Joiner, Mayor
City of Kemah, Texas

ATTEST:

Chandra Jobb, City Secretary

APPROVED AS TO FORM AND CONTENT:

Dick Gregg III, City Attorney

Kemah City Council Agenda Item #15 BBG Contract Renewal

Once form is complete and departmental clearances are obtained, this form should be forwarded to the City Secretary as soon as possible prior to the date that the item is expected to be placed on the City Council agenda.

Date requested for Council consideration: 01.04.23

Prepared by: Alfonso Acosta

Subject: Renew Contract with TX BBG Consulting, Inc.

Proceeding: Consideration and Possible Action

Originating Department: Community Development

Plan Reference: 17SP- or 17OP-

Texas Ethics Commission Form 1295 required?

If YES, is copy of Form attached?

Contract Identification Number on Form:

City Attorney Review:

Expenditure Required: Amount Budgeted:

Appropriation Required: Source of Funds:

Finance Approval:

City Administrator Approval: (Walter Gant)

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Renew TX BBG Consulting, Inc. contract

RECOMMENDATIONS

ATTACHMENTS

1. 2022 contract
2. New 2023 Revised Contract

2022 CONTRACT

AGREEMENT FOR PROFESSIONAL INSPECTION SERVICES

STATE OF TEXAS

COUNTY OF GALVESTON

THIS AGREEMENT, entered into and executed by and between the **City of Kemah**, Galveston County, Texas a municipal corporation, hereinafter called "**City**", and

TX BBG Consulting, Inc.

Kevin Taylor, President

201 Westheimer Rd, Unit G

Houston TX 77006

P: 972-746-6671 F: 760-955-1975

ktaylor@BBGcode.com

Hereinafter called "**Consultant**".

WHEREAS, the **City** desires to contract with the **Consultant** as an independent contractor for professional Inspection and Plan Review services as discussed below;

WHEREAS, the **Consultant** represents that it is fully capable of making and qualified to provide assistance to the **City** and the **Consultant** desires to perform the same;

NOW, THEREFORE, the **City** and the **Consultant**, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follow:

SECTION I SCOPE OF AGREEMENT

The **Consultant** agrees to perform certain inspection and plan review services as defined in "Exhibit A" attached hereto and made a part hereof, the "Scope of Work", and for having rendered such services, the **City** agrees to pay the **Consultant** compensation as stated in the sections to follow. "Exhibit A" describing pricing is also included and sets forth the specific fees applicable to the scope of work. The parties stipulate that services are professional and personal services and are exempt from state bidding requirements.

Independent Contractor. Subject to the terms and conditions of this Agreement, the City hereby engages the Consultant as an independent contractor to perform the services set forth herein, and the Consultant hereby accepts such engagement. All duties performed by Consultant under this Agreement will be performed as an independent contractor and not as an employee of the City. Consultant may not refer to him/herself as an employee of the City. Consultant will work without training or direct supervision and will use his/her independent judgment and discretion in carrying out his/her duties. **Consultant** will retain and exercise full control over the details and means by which he/she carries out his/her duties. The **Consultant** is responsible for scheduling his/her

own hours and for providing any and all equipment and tools, including computer, fax, cell phone and pager, necessary to perform his/her duties. **Consultant** agrees to comply with all applicable federal, state, and local laws, rules, and regulations in carrying out his/her duties. **Consultant** agrees to devote the necessary time, energy, attention, and abilities as necessary to perform his/her duties in a timely and productive manner.

SECTION II CHARACTER AND EXTENT OF SERVICES

The **Consultant** shall render all the professional and personal services as defined in "Exhibit A" attached hereto.

The **City** shall be under no obligation to pay for services rendered without prior authorization. The **City** shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, and recommendations prepared or acquired pursuant to this Agreement with the same force and effect as if the **City** had prepared or acquired the same.

SECTION III TIME FOR PERFORMANCE

The time for performance is the period beginning on or before **June 16, 2021** through **September 30, 2022** and may be extended by mutual consent of both parties. Upon written request of the **Consultant**, the **City** may grant time extensions to the extent of any delays caused by the **City** or other agencies with which the work must be coordinated and over which the **Consultant** has no control.

This Agreement is terminable at will by the **City** providing a forty-five (45) day written notice to **Consultant** or by **Consultant** providing the **City** ninety (90) day written notice. **Consultant** will be due the portion of the fees earned up to the time of termination.

SECTION IV COMPLIANCE AND STANDARDS

Consultant agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the inspection services to be performed, and to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and **Consultant's** performance. **Consultant** agrees to perform to the **City's** satisfaction the services as described in the "Scope of Services" with the standard of care and skill customarily provided in the industry for performance of such services, and to devote such amount of its business during the Term as is necessary to fulfill all of its duties and obligations hereunder.

Consultant agrees that the **City** shall have the right to use all exhibits, maps, reports, analyses, and other documents prepared or compiled by **Consultant** pursuant to this Agreement.

Indemnity. CONSULTANT AGREES TO ASSUME FULL RESPONSIBILITY AND LIABILITY FOR THE WORK PERFORMED UNDER THIS AGREEMENT AND HEREBY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY OF KEMAH, ITS OFFICERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER ARISING FROM THE PERSONAL INJURY OR DEATH OF THE CONSULTANT OR AN OFFICER, AGENT, OR EMPLOYEE OF CONSULTANT CAUSED BY OR ALLEGED TO BE CAUSED BY, OR ARISING OUT OF OR ALLEGED TO ARISE OUT OF, THE NEGLIGENCE OF CONSULTANT OR AN OFFICER, AGENT, OR EMPLOYEE OF CONSULTANT IN CONNECTION WITH THIS AGREEMENT OR THE ACTIVITIES TO BE PERFORMED HEREUNDER. CONSULTANT SHALL FURTHER INDEMNIFY AND HOLD HARMLESS THE CITY OF KEMAH, ITS OFFICERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER ARISING FROM THE ACTIONS OF CONSULTANT OR AGENTS OR EMPLOYEES OF CONSULTANT CAUSED BY OR ALLEGED TO BE CAUSED BY, OR ARISING OUT OF OR ALLEGED TO ARISE OUT OF, THE INTENTIONAL OR NEGLIGENT ACT OR OMISSION OF, OF CONSULTANT OR AN OFFICER, AGENT, OR EMPLOYEE OF CONSULTANT IN CONNECTION WITH THIS AGREEMENT OR THE ACTIVITIES TO BE PERFORMED HEREUNDER.

SECTION V THE CONSULTANT'S COMPENSATION

For, and in consideration of, the services rendered by the **Consultant** pursuant to this Agreement, the **City** shall pay to the **Consultant** the amount detailed in "Exhibit A"; said amount being hereinafter called the "total basic fee". Compensation shall be only for services rendered as requested by the **City** in official communication from the **City**.

Notwithstanding anything to the contrary in this Agreement, if the Agreement extends beyond the **City's** fiscal year in which it becomes effective, or provides for the City to make any payment during any of the **City's** fiscal years following the **City's** fiscal year in which this Agreement becomes effective, and the **City** fails to appropriate funds to make any required Agreement payment for that successive fiscal year, and there are no funds from the **City's** sale of debt instruments to make the required payment, then the Agreement will automatically terminate at the beginning of the first day of the **City's** successive fiscal year of the Agreement for which the City has not appropriated funds or otherwise provided for funds to make a required payment under the Agreement. (Section 5, Article XI, Texas Constitution).

Benefits. As an independent contractor, **Consultant** is not entitled to benefits of any kind from the **City**. **Consultant** has no claim against the **City** for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability insurance or related benefits, unemployment insurance benefits, or any other type of employee benefits.

SECTION VI TIME OF PAYMENT

Payment by the **City** to the **Consultant** shall be made as follows:

Within 30 days of the end of each calendar month during the performance of the individual assignments, **Consultant** shall submit to the **City**, an invoice in a form acceptable to the **City**. This invoice shall set forth the charges for the services provided which were completed during such billing period, and the compensation which is due for same. The invoice must contain the street address, description of services, and date performed. The **City** shall review the same and approve it with such modifications, as it may deem appropriate. The **City** shall pay each invoice as approved within thirty (30) days after receipt of a true and correct invoice by the **Consultant**.

Taxes. **Consultant** agrees and acknowledges that the **City** is not responsible for the withholding or the payment of any social security taxes, federal unemployment taxes, or federal income taxes from **Consultant's** compensation. **Consultant** acknowledges and agrees that he/she is obligated to report to the Internal Revenue Service (IRS) all compensation he/she earns under this Agreement and to pay any and all local, state, or federal income tax due and owing on such compensation. On an annual basis, the **City** will prepare and provide to **Consultant** a Form 1099 which will reflect compensation paid to **Consultant** during the prior year. **Consultant** agrees to be responsible for paying any fines and/or penalties assessed against his/her on account of his/her occupying an independent contractor status with the **City**.

SECTION VII ADDRESS AND NOTICES AND COMMUNICATIONS

The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one party to the other by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party. This shall be done either (i) by delivering the same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteed "next day delivery," addressed to the party to be notified, or (iv) by sending the same by facsimile with confirming copy sent by mail, (v) by email, with receipt, from the Director of Development Services, or her/his designee. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed by providing written notice in accordance hereunder, shall be as follows:

All notices and communications under this Agreement shall be mailed to the **Consultant** at the following address:

TX BBG Consulting, Inc.
ATTN: Kevin Taylor

201 Westheimer Rd
Unit G
Houston TX 77006
ktaylor@BBGcode.com

SECTION VIII TERMINATIONS

In the event of **Consultant's** death or disability, this Agreement will terminate. Any accrued compensation owing to Consultant through the date of termination will be paid by the **City** to **Consultant** (or his/her estate) in full and final satisfaction of this Agreement. The term "disability" means **Consultant's** substantial inability, either mental or physical, to perform his/her duties under this Agreement as determined by the **City**.

SECTION IX MEDIA

Contact with the news media shall be the sole responsibility of the **City**. **Consultant** shall under no circumstances release any material or information developed in the performance of its services hereunder without the express written permission of the **City**.

SECTION X MODIFICATIONS

This instrument, including Exhibit A, contains the entire Agreement between the parties relating to the rights herein granted and the obligation herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

SECTION XI AUTHORITY OF CITY ADMINISTRATOR

All work to be performed by the Consultant shall be performed to the satisfaction of the City Administrator and must be initially authorized and approved by the Director of Development Services of the City of Kemah. The Director of Development Services or his designee shall be involved in the daily questions or issues regarding quality of work performance or acceptance of work performed. In addition, the Director of Development Services shall decide questions or issues that arise regarding the quality or acceptability of work performed by **Consultant** and the decision of the Director of Development Services shall be final and binding on the **City** and **Consultant**.

SECTION XII MISCELLANEOUS

1. No Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of any provision of this Agreement.
2. Compliance. The parties enter into this Agreement with the intent of conducting their relationship in full compliance with the applicable state, local, and federal laws. Any complaint from either the **City** or general public concerning an inspection completed by **Consultant** shall be responded to within one business day by the **Consultant**. **Consultant** agrees to comply with all applicable **City** rules, procedures, and policies in the performance of his/her duties, including but not limited to the **City's** Sexual and Other Unlawful Harassment Policy. Copies of the **City's** Policies will be made available to **Consultant**. Policies applicable to **Consultant** may be amended from time to time.
3. Governing Law. This Agreement shall be interpreted, construed, and governed according to the laws of the State of Texas, and venue is in Galveston County, Texas.
4. Headings. Paragraph headings contained in this Agreement are for convenience only and should in no manner be construed as part of this Agreement.
5. Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included in the Agreement.
6. Prior Agreements Superseded. This Agreement constitutes the sole agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting that subject matter.
7. Attorney Fees and Costs. If an action at law or in equity by either party is necessary to enforce the terms of this Agreement, each party shall bear its reasonable attorneys'

fees, costs, and necessary disbursements in addition to any other relief to which it may be entitled.

8. Venue. All amounts due under this Agreement, including, but not limited to, payments under this Agreement or damages for breach of this Agreement, shall be paid and due in Galveston County, Texas, which is the county in which the principal administrative office of **City** is located. It is specifically agreed among the parties to this Agreement, that this Agreement is fully performable in Galveston County, Texas.
9. Insurance. Consultant agrees to name the **CITY OF KEMAH** and its interests as an "additional insured" on consultant's insurance policy, covering general and auto liability. The certificate of insurance reflects Coverage and Limits as follows: (a) Commercial General Liability: \$1,000,000 - Each Occurrence \$2,000,000 - Aggregate (b) Automobile Liability: \$1,000,000 - Property damage Coverage shall be on any vehicle used by Contractor, its employees, agents, representatives in the course of providing Services under this Agreement. "Any vehicle" shall be any vehicle owned, hired, and owned. (c) Worker's Compensation (If Contractor's employees are used in the performance of the Agreement): Statutory limits according to the Texas Workers' Compensation Act or any other state workers' compensation laws where the work is being performed Employers' liability \$100,000 - Bodily Injury by accident; each accident/occurrence \$100,000 - Bodily Injury by disease; each employee \$500,000 - Bodily Injury by disease; policy limit (d) Professional Liability (Errors & Omissions): \$1,000,000.00 per occurrence. Coverage shall be claims-made and maintained for the duration of the Agreement and for two (2) years following completion of Services, provided however that the two (2) year period shall not be intended to serve as an artificial statement of limitations. An annual certificate of insurance with proof of additional insured status, shall be submitted to City to evidence coverage.
10. No Joint Venture/Independent Contract: The parties agree that this agreement is not intended to create nor does create a joint venture between the parties and consultant at all times is retained as an independent contractor and not an employee of the **City**.
11. Conflict of Interest Questionnaire. All vendors and other persons contracting or seeking to contract with the **CITY OF KEMAH** must file with the City Secretary.

This document and included exhibits comprise of the entire contract and recites the full consideration between the parties, there being no other written or parole agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement for Professional Inspection Services effective as of the day and year first written above.

DONE at City of Kemah, Texas on the 16th day of June 2021.

By: Walter Sant
City Administrator

6-21-21
Date

ATTEST:
By: McElreath
City Secretary

6/21/2021
Date

CONSULTANT

President, TX BBG Consulting, Inc.

Date

Exhibit A

Scope of Work

1. **Plan Review and Inspection Services.** TX BBG review plans as requested for all residential and commercial projects with the exclusion of Commercial construction projects valued over \$500,000.00 which will be billed for the fee as detailed below. TX BBG will perform all commercial and residential construction inspections. Inspection and plan review services will be performed in accordance with the table below.
2. **Inspections.** Inspections shall be performed within 24hrs of notification by The **City**. All reasonable effort shall be made by TX BBG to perform inspections when, at the request of The **City**, there is a need for immediate or same-day services. Such inspections shall be performed at no additional cost to The **City**. TX BBG will provide next day inspection services for all inspection request received before 6 pm. TX BBG will meet on site with homeowners as requested for inspections within a 2-hour window.
 - a. Inspectors performing under this Agreement will hold all required State licenses and certifications from the International Code Council.
 - b. Inspections telephoned or transmitted to **Consultant** from **City** before 5:00 pm will be performed the next business day; excluding holidays of New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and the Friday immediately following Thanksgiving Day, Christmas Eve and Christmas Day or any holiday that is observed by the **City**; in which case the inspection will be performed the next business day after the holiday.
 - c. **TX BBG** inspectors have the same jurisdiction and responsibilities, regarding a development project assigned to the **Consultant**, as an inspector employed by the **City**.
3. **Plan Review.** Plans shall be picked up by TX BBG within 48 hours from the time of notification from The **City**, TX BBG shall return the plans to The **City** with typed comments within seven business from the original date of notification. TX BBG will meet with permit applicants as requested to discuss the submittal process or answer questions related to review comments.

4. Fire Marshal Reviews:

BBG Consulting will serve as a fire protection plans reviewer to the City. When requested, expedited plan review will be completed and returned with all documentation, analysis, conclusions, or any other associated work product to the City permit office within ten (10) business days after receipt of the applicable plans, not including the date of receipt. Such plan review will be performed in compliance the Current edition of the International Fire Code ("IFC"), as adopted by The City.

5. Building Official and Engineering Review Services. Consultant will work closely with City staff to ensure that the transition operates in the best interest of the City.

It is understood that these services shall include comprehensive activities, including, but not limited to, serving as Building Official, building permitting, inspection and plan review activities, providing guidance for City permit technicians, making recommendations to the Director regarding all aspects of community development operations.

The Consultant when not on site will remain available to City Staff, citizens and the development community during business hours. The City will assist with ensuring that all emails and phone calls are transferred to the Consultant when not on site. The Consultant will be responsible for responding to all inquiries in a timely manner.

Consultant shall meet on as requested by the City to review and discuss projects and issues. Both City and Consultant will be responsible for immediately informing the other of any developments found that might impact the success of the Services as it relates to perception, changes to the Services and so forth.

Consultant agrees to perform the Services in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the management consulting profession to comply with all applicable state, federal, and local laws, City Ordinances, and regulations relating to the services to be provided hereunder and Consultant's performance. The Services provided will be with the best faith and effort with the City's interest in mind. It is incumbent on the City to provide a level of authority to Consultant in order to perform the Services.

Table 1. Fees for building inspection and plan review services

Service	Totals
Inspections service less than 240 and more than 180 per month	The greater of \$6,480 or \$33.00 per inspection
Inspections service less than 180 and more than 120 per month	The greater of \$4,680 or \$36.00 per inspection
Inspections service less than 120 and more than 90 per month	The greater of \$3,780 or \$39.00 per inspection
Inspections service less than 90 and more than 60 per month	The greater of \$2,700 or \$42.00 per inspection
Inspection services less than 60 per month	\$45.00 per inspection
All Residential and commercial plan excluding commercial valued over \$500,000.00	\$130.00 per plan review
Commercial Plan Review with a valuation of \$500,000.00 and more	30% permit fee*

*Fees For commercial projects valued greater than \$500,000.00 must be agreed upon by both parties on a per project basis.

Table 2. Fees for Building Official and Engineering Services.

Service Type	Fee
Building Official/ City Planner	\$1,200.00/month
City Engineer Services	\$250.00/hr

NEW REVISED 2023 CONTRACT

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF KEMAH, TEXAS
AND TX BBG CONSULTING, INC.**

This Professional Services Agreement ("Agreement") is made and entered into by and between City of Kemah, Texas, ("Municipality") and TX BBG Consulting, Inc., a wholly owned subsidiary of SAFEbuilt, LLC, ("Consultant"). Municipality and Consultant shall be jointly referred to as "Parties".

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services and Fees, ("Services"); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality, state laws and regulations. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement. Unless otherwise provided in Exhibit B, Consultant shall provide the Services using hardware and Consultant's standard software package. In the event that Municipality requires that Consultant utilize hardware or software specified by or provided by Municipality, Municipality shall provide the information specified in Exhibit B. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit B and Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit B.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional time frame that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit A – List of Services and Fees.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 calendar days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) calendar days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 calendar days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) calendar days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months. Agreement shall automatically renew for subsequent twelve (12) month terms until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as

determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

11. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any

incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. EXCEPT TO THE EXTENT ARISING FROM MUNICIPALITY'S PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. As between Municipality and Consultant, all work product and deliverables shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. 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. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:	If to Consultant:
Alfonso Acosta, Chief Building Official City of Kemah 1401 Texas 146 Kemah, TX 77565 Email: aacosta@kemah-tx.com	Joe DeRosa, CRO SAFEbuilt, LLC 444 N. Cleveland, Suite 444 Loveland, CO 80537 Email: jderosa@safebuilt.com

24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES

If any legal action, arbitration, or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach or default in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, including any appeal shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, including any appeal of such action or proceeding, in addition to any other relief to which the party may be entitled.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

29. TEXAS GOVERNMENT CODE/PROHIBITION OF BOYCOTT ISRAEL

Consultant verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001/2270.001, as amended.

30. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Texas, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

31. COUNTERPARTS

This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

32. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

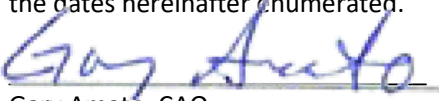
33. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

34. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements, communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.



Gary Amato, CAO
TX BBG Consulting, Inc.

December 16, 2022

Date

Signature
City of Kemah, Texas

Date

Name and Title
City of Kemah, Texas

(Balance of page left intentionally blank)

EXHIBIT A – LIST OF SERVICES AND FEES

Scope of Work

1. **Plan Review and Inspection Services.** TX BBG review plans as requested for all residential and commercial projects with the exclusion of Commercial construction projects valued over \$1,000,000.00 which will be billed for the fee as detailed below. TX BBG will perform all commercial and residential construction inspections. Inspection and plan review services will be performed in accordance with the table below.
2. **Inspections.** Inspections shall be performed within 24hrs of notification by The **City**. All reasonable effort shall be made by TX BBG to perform inspections when, at the request of The **City**, there is a need for immediate or same-day services. Such inspections shall be performed at no additional cost to The **City**. TX BBG will provide next day inspection services for all inspection request received before 6 pm. TX BBG will meet on site with homeowners as requested for inspections within a 2-hour window.
 - a. Inspectors performing under this Agreement will hold all required State licenses and certifications from the International Code Council.
 - b. Inspections telephoned or transmitted to **Consultant** from **City** before 5:00 pm will be performed the next business day; excluding holidays of New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and the Friday immediately following Thanksgiving Day, Christmas Eve and Christmas Day or any holiday that is observed by the **City**; in which case the inspection will be performed the next business day after the holiday.
 - c. **TX BBG** inspectors have the same jurisdiction and responsibilities, regarding a development project assigned to the **Consultant**, as an inspector employed by the City.
3. **Plan Review.** Plans shall be picked up by TX BBG within 48 hours from the time of notification from The City, TX BBG shall return the plans to The City with typed comments within seven business days from the original date of notification. TX BBG will meet with permit applicants as requested to discuss the submittal process or answer questions related to review comments.
4. **Fire Marshal Reviews:**

TX BBG Consulting will serve as a fire protection plans reviewer to the City. When requested, expedited plan review will be completed and returned with all documentation, analysis, conclusions, or any other associated work product to the City permit office within ten (10) business days after receipt of the applicable plans, not including the date of receipt. Such plan review will be performed in compliance the Current edition of the International Fire Code ("IFC"), as adopted by The City.

5. Building Official and Engineering Review Services. Consultant will work closely with City staff to ensure that the transition operates in the best interest of the City.

It is understood that these services shall include comprehensive activities, including, but not limited to, serving as Building Official, building permitting, inspection and plan review activities, providing guidance for City permit technicians, making recommendations to the Director regarding all aspects of community development operations.

The Consultant when not on site will remain available to City Staff, citizens and the development community during business hours. The City will assist with ensuring that all emails and phone calls are transferred to the Consultant when not on site. The Consultant will be responsible for responding to all inquiries in a timely manner.

Consultant shall meet on as requested by the City to review and discuss projects and issues. Both City and Consultant will be responsible for immediately informing the other of any developments found that might impact the success of the Services as it relates to perception, changes to the Services and so forth.

Consultant agrees to perform the Services in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the management consulting profession to comply with all applicable state, federal, and local laws, City Ordinances, and regulations relating to the services to be provided hereunder and Consultant's performance. The Services provided will be with the best faith and effort with the City's interest in mind. It is incumbent on the City to provide a level of authority to Consultant in order to perform the Services.

Table 1. Fees for building inspection and plan review services

Service	Totals
Inspections service less than 240 and more than 180 per month	The greater of \$6,480 or \$33.00 per inspection
Inspections service less than 180 and more than 120 per month	The greater of \$4,680 or \$36.00 per inspection
Inspections service less than 120 and more than 90 per month	The greater of \$3,780 or \$39.00 per inspection
Inspections service less than 90 and more than 60 per month	The greater of \$2,700 or \$42.00 per inspection
Inspection services less than 60 per month	\$45.00 per inspection
All residential and commercial plan review excluding commercial valued over \$1,000,000.00	\$130.00 per plan review
Commercial plan review with a valuation of \$1,000,000.00 and more	30% permit fee*

*Fees For commercial projects valued greater than \$1,000,000.00 must be agreed upon by both parties on a per project basis.

Table 2. Fees for Building Official and Engineering Services.

Service Type	Fee
Building Official/ City Planner	\$1,200.00/month
City Engineer Services	\$250.00/hr
Planner Services (in excess of retainer fee)	\$95.00/hr

EXHIBIT B – MUNICIPAL SPECIFIED OR SAFE BUILT PROVIDED SOFTWARE

1. Consultant shall provide Services pursuant to this Agreement using hardware and Consultant's standard software package, unless otherwise provided below. Use of Consultant's software shall be subject to the applicable terms of service, privacy and other policies published by Consultant with respect to that software, as those policies may be amended from time to time. In the event that Municipality requires that Consultant utilize hardware and/or software specified by and provided by Municipality, Consultant shall use reasonable commercial efforts to comply with Municipal requirements.
2. Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with Municipal requirements. Municipality will provide the following information to Consultant.
 - ✓ Municipal technology point of contact information including name, title, email and phone number
 - ✓ List of technology services, devices and software that the Municipality will provide may include:
 - Client network access
 - Internet access
 - Proprietary or commercial software and access
 - Computer workstations/laptops
 - Mobile devices
 - Printers/printing services
 - Data access
 - List of reports and outputs

(Balance of page left intentionally blank)

Kemah City Council Agenda Item

#16 Melba Ln

Once form is complete and departmental clearances are obtained, this form should be forwarded to the City Secretary as soon as possible prior to the date that the item is expected to be placed on the City Council agenda.

Date requested for Council consideration: 01.04.23

Prepared by: Staff

Subject: Formally Accept Melba Lane as a Public Roadway in Kemah

Proceeding: Consideration and Possible Action

Originating Department:

Plan Reference: 17SP- or 17OP-

Texas Ethics Commission Form 1295 required?

If YES, is copy of Form attached?

Contract Identification Number on Form:

City Attorney Review:

Expenditure Required: Amount Budgeted:

Appropriation Required: Source of Funds:

Finance Approval:

City Administrator Approval: (Walter Gant)

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

To formally accept Melba Lane as a public roadway in Kemah. Possible conditions if council so chooses could be that any new development on Melba Lane would require the infrastructure to include Melba Lane be brought up to current standards and/or meet any specifications for the specific type of development.

RECOMMENDATIONS

ATTACHMENTS

1. Acceptance of Dedication and Declaration of Use
2. Dedication Acceptance of Case Law
3. Section 273.001 Texas Local Government Code
4. Survey
5. Warranty Deed
6. Google Map Pictures of Melba Lane

[illegible]

WHEREBY, the following property was offered for Dedication to the City of Kemah, described in a reservation contained in the Warranty Deed filed in Film Code 158839 and Volume 2985, Page 96 of the Deed Records in Galveston County, Texas, and more particularly described in Exhibit A attached hereto and incorporated herein as if set forth verbatim (the "Property").

WHEREBY, Robert E. Saunders and Melba J. Saunders (“Grantors”) granted, sold and conveyed to the First Baptist Church the Property, with the following Dedication (the “Dedication”):

WHEREBY, the Grantors of the Property reserved and offered to dedicate the Dedication to the City of Kemah for the general public use as a public street and right of way at all times, and for all purposes connected with the use and occupation of all adjoining lands.

WHEREBY, in accordance with Section 273.001 of the Texas Local Government Code, the City of Kemah may acquire property by dedication, as long as the property is located within the County where the municipality is located and is used for a public purpose identified in §273.001(c).

WHEREBY, the property reserved by the Grantors and offered for dedication to the City of Kemah is located in Galveston County and is offered for dedication as a public street and right of way, which is listed and identified as an acceptable use under §273.001(c).

Acceptance of Dedication and Declaration of Public Use

The City Council of Kemah, after consideration of the Dedication and approval by a majority of members, HEREBY, formally ACCEPTS the Dedication of land from the Grantors, and DECLARES that the City of Kemah will use, and continue to use, this Dedicated land as a public street and right-of-way, already commonly known as Melba Lane and used by the general public and adjoining land owners, as a public street and right-of-way.

EXECUTED this the _____ day of November, 2022.

Carl Joiner, Mayor of the City of Kemah
On behalf of the City of Kemah

THE STATE OF TEXAS

§

§

COUNTY OF GALVESTON

§

SWORN TO and SUBSCRIBED before me on the ____ day of November, 2022, by
Carl Joiner, in the capacity of Mayor of the City of Kemah.

Notary Public

Exhibit "A"

All that certain tract of 3 54403 acres being part of Lots One (1) and Two (2), Block Two (2), Jarboe Addition, situated in the M. Muldoon Grant, Galveston County, Texas, according to the unrecorded plat thereof in common use prepared by R W Luttrell, C E, dated July, 1909, being the same tract of land described in Volume 2985, Page 93 of the Official Records of Galveston County, Texas, and by instrument(s) filed for record under Galveston County Clerk's File No(s) 8406718, 8407215, 8610576 and 8615261, said tract of 3 54403 acres being more particularly described as follows

COMMENCING for reference in the Northwestern corner of Lot 2 common with the Northeasterly corner of Lot 3 and being in the Southerly line of Lot 5,

THENCE North 71° 07' 10" East, 173 00 feet with the Northerly line of Lot 2 to a point for corner,

THENCE South 18° 52' 50" East, 395 00 feet, parallel with the Westerly line of Lot 2 to a 1/2 inch rod set in the TRUE POINT OF BEGINNING of the tract herein described,

THENCE North 71° 07' 10" East, at 60 00 feet set a 1/2 inch iron rod for reference, same course of 322 00 feet pass the common line of Lot 2 and Lot 1 and continuing along same course a total distance of 355 34 feet to a 1/2 inch iron rod set in the Northeasterly corner of the tract herein described,

THENCE South 16° 42' 50" East, 445 32 feet to a 1/2 inch iron rod set in the Northerly line of Farm Road No 518 (formerly F M Road No 1266),

THENCE with said line South 71° 07' 10" West, at 16 50 feet pass the common line of Lot 1 and Lot 2, at 278 50 feet set a 1/2 inch iron rod for reference and continuing along same course a total distance of 338 50 feet to a 1/2 inch iron rod set in the Southwesterly corner of the tract herein described,

THENCE North 18° 52' 50" West, 445 00 feet parallel with the Westerly line of Lot 2 to the TRUE POINT OF BEGINNING and containing 3 54403 acres or 154,378 square feet and being part of that certain 12 72 acre tract described in Volume 2221, Page 92 of the Deed Records of Galveston County, Texas

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Mary Ann Daigle

2010006257

February 10, 2010 11 56 18 AM

FEE \$28 00

Mary Ann Daigle, County Clerk
Galveston County, TEXAS

Exhibit "A"

All that certain tract of 3 54403 acres being part of Lots One (1) and Two (2), Block Two (2), Jarboe Addition, situated in the M. Muldoon Grant, Galveston County, Texas, according to the unrecorded plat thereof in common use prepared by R W Luttrell, C E, dated July, 1909, being the same tract of land described in Volume 2985, Page 93 of the Official Records of Galveston County, Texas, and by instrument(s) filed for record under Galveston County Clerk's File No(s) 8406718, 8407215, 8610576 and 8615261, said tract of 3 54403 acres being more particularly described as follows

COMMENCING for reference in the Northwestern corner of Lot 2 common with the Northeast corner of Lot 3 and being in the Southerly line of Lot 5,

THENCE North 71° 07' 10" East, 173 00 feet with the Northerly line of Lot 2 to a point for corner,

THENCE South 18° 52' 50" East, 395 00 feet, parallel with the Westerly line of Lot 2 to a 1/2 inch rod set in the TRUE POINT OF BEGINNING of the tract herein described,

THENCE North 71° 07' 10" East, at 60 00 feet set a 1/2 inch iron rod for reference, same course of 322 00 feet pass the common line of Lot 2 and Lot 1 and continuing along same course a total distance of 355 34 feet to a 1/2 inch iron rod set in the Northeast corner of the tract herein described,

THENCE South 16° 42' 50" East, 445 32 feet to a 1/2 inch iron rod set in the Northerly line of Farm Road No 518 (formerly F M Road No 1266),

THENCE with said line South 71° 07' 10" West, at 16 50 feet pass the common line of Lot 1 and Lot 2, at 278 50 feet set a 1/2 inch iron rod for reference and continuing along same course a total distance of 338 50 feet to a 1/2 inch iron rod set in the Southwesterly corner of the tract herein described,

THENCE North 18° 52' 50" West, 445 00 feet parallel with the Westerly line of Lot 2 to the TRUE POINT OF BEGINNING and containing 3 54403 acres or 154,378 square feet and being part of that certain 12 72 acre tract described in Volume 2221, Page 92 of the Deed Records of Galveston County, Texas

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

Mary Ann Daigle

2010006257

February 10, 2010 11 56 18 AM

FEE \$28 00

Mary Ann Daigle, County Clerk
Galveston County, TEXAS

Page 947

257 S.W.2d 947

PRIOLO et ux.

v.

CITY OF DALLAS.

No. 14617.

Court of Civil Appeals of Texas, Dallas.

April 17, 1953.

Rehearing Denied May 15, 1953.

Wm. Andress, Jr., Dallas, for appellants.

H. P. Kucera, City Atty., H. Louis Nichols and W. R. Allen, Dallas, for appellee.

YOUNG, Justice.

Appellants' suit as instituted was in trespass to try title, the subject matter a tract of land 27 X 120 in size; the City answering by general denial, plea of not guilty, together with a special plea of statutory dedication of the strip for street purposes. The judgment, following a trial to the court, established easement rights in favor of the City and plaintiffs have appealed from this adverse 'take nothing' rendition.

Charles and Nancy Priolo, agreed common source, had previously bought property fronting on Dolphin Road in the City of Dallas. Part of it fronted on said street about 63 feet at corner of Haskell and on this they had built a grocery and liquor store. Then, separated by a 40-ft. easement, plaintiffs' property extended about 120 feet along Dolphin Road on which they later built two rent houses pursuant to permits dated December 27, 1948, applied for and received through their contractor, one J. S. Cardella, now deceased. Prior thereto, through agency of Cardella and on November 10, 1948, Priolo had filed in the office of Dallas County Clerk a plat covering the property in question, signed and sworn to by him, reciting: 'That I, Charles Priolo, do hereby adopt this plat designating

Page 949

the hereinabove described property as a subdivision of a tract of land out of Block 2630 of the John Beeman Survey, Abstract No. 754, City of Dallas, Dallas County, Texas, and I do hereby dedicate to the public use forever streets and alleys shown thereon'; the instrument theretofore having been approved by the City Plan Commission and bearing the legend: 'Subdivision of tract of land out of Jno. Beeman Sur. Abstract No. 754, blk. 2630, City of Dallas, Dallas County, Texas, Oct. 19, 1948.' Said plat (defendant's exhibit No. 4, and basis of its defense of dedication) is shown below:

Page 950

Plaintiff, on the other hand, denied having any knowledge of aforesaid plat recitals in so far as same constituted a dedication of his property; not learning of its effect as such until shortly before the City proceedings in September 1949 to condemn the strip in front of his business at Dolphin Road and Haskell; then employing

counsel who notified the City Plan Commission on or about October 1, 1949 that there had been 'no dedication of that property.' See Tex.Civ.App., 234 S.W.2d 1014, Tex.Sup. 242 S.W.2d 176, for facts concerning the condemnation suit just mentioned, that may be here relevant.

Points of appeal are, in effect and wording, vix.: (1) There was no evidence (or insufficient evidence) 'to show any intention on the part of Charles and Nancy Priolo to part with title to the strip of land in controversy by giving it to the City, and without such an intention there is no valid dedication'; (2) 'If the signing of the subdivision plat by Charles Priolo alone was sufficient to evidence an intention to dedicate, until it was accepted by the City it remained only an offer to dedicate, subject to withdrawal before acceptance, and it was withdrawn about October 1, 1949'; (3) error in admission in evidence of defendant's exhibits 10, 11, 12, and 13 which reflected actions by the City bearing on acceptance of dedication, 'occurring after the withdrawal of the offer of dedication, if any'; (4) no evidence (or insufficient evidence) 'of any acceptance by the City of the purported offer of dedication prior to its withdrawal about October 1, 1949, and without acceptance there can be no completed dedication.'

The City appropriately answers the foregoing points; arguing further the absence or insufficiency of evidence of any withdrawal or revocation of dedication prior to the filing of suit in February 1950; the verbal notice to the City Plan Commission about Oct. 1, 1949 being 'ineffective for that purpose.'

The Court's findings of fact and conclusions of law, made at request of appellants, are set forth below. ¹

Page 951

Following is a brief re sume of the testimony in support of the respective contentions: Desiring to build on the 120-foot frontage of Dolphin Road in 1948, Priolo arranged for same through Cardella, the contractor; stating that he approved the subdivision of lots and sought the necessary permits without knowledge of the contemporaneous dedication; testifying however in such connection: 'Q. (By Mr. Nichols) Mr. Cardella handled the making of the plat and handled the getting of building permits for you, didn't he, to build the houses? A. He got everything. Q. And in doing that, he was acting for you? A. That is right'; further, that it was when the City had proceeded to condemn only the land in front of his business lot that he employed counsel, then learning of the claim of dedication; and that he would certainly not have contested the condemnation proceedings while at the same time donating the right-of-way on land practically adjoining. Thereafter on December 27, 1948 Priolo, through Cardella, applied for and received from the office of City Building Inspector, permits to build two houses on the 'subdivision'; the application in blanks filled in by the permit clerk describing the lots as 'A' and 'B' of Block 2630, showing their dimensions (60 X 102.33 X 103.85; 60 X 103.85 X 105.36) exactly as indicated on the contested plat of dedication.

In April 1949 a draftsman in the Office of Public Works drew and filed plans for the widening and paving of Dolphin Road inclusive of the land in dispute and Priolo's business property (the latter becoming involved in aforesaid condemnation suit). On October 11, 1949 the Dallas City Council adopted a resolution approving costs and assessments for the widening of Dolphin Road, making reference to the April 1948 drawings thereof on file, setting same down for public hearings; and on November 1, 1949, the hearings being completed, the Council by ordinance levied charges for the named improvements; fixing liens against abutting properties, again referring to said plans theretofore prepared and filed. On February 14, 1951 appellants

Page 952

paid City taxes assessed against the two lots in the subdivision, described therein as lots 'A' and 'B', Block 2630.

The recorded plat of November 10, 1948 constitutes on its face an express offer or undertaking on part of Priolo to dedicate the particular frontage to a public use. McQuillin, Municipal Corporations, 3rd Ed., sec. 33.24, p. 624. That effect of plaintiff's testimony is now that he intended only a subdivision of lots by the instrument, not extending to a dedication of property. As we have seen, this incipient dedication was accomplished through a conceded agent, and, notwithstanding plaintiff's repudiation in part, his testimony in such connection was relevant to, but not conclusive of the issue of intention to dedicate. Especially so, where plaintiff has obtained benefits by way of permits to build on the subdivided lots obviously on basis of the earlier recorded plat. The usual fact question (intent to dedicate, McQuillin, Municipal Corporations, 3rd Ed., sec. 33.41, p. 681) was thereby raised and found by the court in the affirmative. '* * * the cardinal rule of construction upon the subject of dedication by maps or plats is that which prevails respecting ordinary grants, and that is to discover and give effect to the

intention of the party as manifested by his acts.' City of Kaufman v. French, Tex.Civ.App., 171 S.W. 831, 834. And here we take note of appellants' rather ingenious portrayal of the plat as not showing on its face an intention to dedicate. Its plain import is quite to the contrary. By and inspection of the plat (here attached) and as appellee properly states, this strip of some 27 X 120 is 'set apart from the building lots in the subdivision by a solid line, the other three sides (those to be erased, as it were, by the widening of Dolphin Road) shown by dotted lines, the exact dimensions of the dedicated strip shown upon its boundaries, and the strip itself labeled 'Dedicated for street widening.'"

Appellants tacitly admit to validity of the recorded subdivision of property as inclusive of dedication of the frontage in dispute, but argue nonacceptance by the City prior to Oct. 1, 1949, date of withdrawal by plaintiffs of the offer of the land for public use. They say: 'If there had been an acceptance prior to that time, then there was a valid dedication; but if there had been no acceptance prior to that time, there was no dedication, and nothing that the City might thereafter do could revive the offer or extend the time. Therefore, resolutions and ordinances and other actions of the City Council and its representatives on October 11 and November 1, 1949, came too late, could not affect the rights of the parties, and were not material to any issue involved in the litigation.' We agree that the April 1948 drawings on file in the Department of Public Works were insufficient proof of an acceptance of dedication by the City; which must derive from authoritative Council action, and is appropriately shown by ordinance of November 11, 1949. But as we view the matters at issue, the City's acceptance of this express offer of dedication, whether before or after October 1 (date of withdrawal in part), is not of controlling importance; our conclusions having a basis in the plain wording of Art. 974a, secs. 1 through 6, Vernon's Ann.Civ.St.

We have here a statutory dedication as well as an express one; the recorded instrument filed November 10, 1948 showing on its face as in compliance with the statute in matter of platting, attest of surveyor, approval by City Plan Commission, due acknowledgment, and recordation in office of County Clerk. Material parts of Art. 974a and subdivisions must be quoted, emphasis on various provisions being ours: Sec. 1 as amended Acts 1949, 51st Leg., requires "That hereafter every owner of any tract of land situated within the corporate limits * * * of any city in the State of Texas, who may hereafter divide the same in two or more parts for the purpose of laying out any subdivision of any tract of land * * *, shall cause a plat to be made thereof which shall accurately describe all of said subdivision or addition by metes and bounds * * *, and dimensions of all streets, alleys, * * * or other portions of same intended to be dedicated to public use * * *.' Sec. 2:

Page 953

'That every such plat shall be duly acknowledged by owners or proprietors of the land, or by some duly authorized agent of said owners or proprietors, in the manner required for the acknowledgment of deeds; and the said plat, subject to the provisions contained in this Act, shall be filed for record and be recorded in the office of the County Clerk of the County in which the land lies.' Sec. 3: 'That it shall be unlawful for the County Clerk of any county in which such land lies to receive or record any such plan, plat or replat, unless and until the same shall have been approved by the City Planning Commission of any city affected by this Act, * * *.' Sec. 4: 'If such plan or plat, or replat shall conform to the general plan of said city and its streets, alleys, parks, playgrounds and public utility facilities * * * and if same shall conform to such general rules and regulations, if any, governing plats and subdivisions of land falling within its jurisdiction as the governing body of such city may adopt and promulgate * * * then it shall be the duty of said City Planning Commission or of the governing body of such city, as the case may be, to endorse approval upon the plan, plat or replat submitted to it.' Sec. 5: 'That any such plan, plat or replat may be vacated by the proprietors of the land covered thereby at any time before the sale of any lot therein by a written instrument declaring the same to be vacated, duly executed, acknowledged and recorded in the same office as the plat to be vacated, provided the approval of the City Planning Commission or governing body of such city, as the case may be, shall have been obtained as above provided, and the execution and recordation of such shall operate to destroy the force and effect of the recording of the plan, plat or replat so vacated. * * *' Sec. 6: 'The approval of any such plan, plat, or replat shall not be deemed an acceptance of the proposed dedication and shall not impose any duty upon such city concerning the maintenance or improvement of any such dedicated parts until the proper authorities of said city shall have made actual appropriation of the same by entry, use or improvement.'

Prior to the enactment of Art. 974a and subdivisions, Acts 1927, 40th Leg., p. 342, until an offer of dedication was accepted in one of the three well-recognized methods, (1) by the municipality through proper authorities; (2) estoppel created by sale of lots to persons relying on such plat dedicating streets; or (3) actual public user, 14 T.J.,

sec. 23 et seq., pp. 713-718, such executory offer could be withdrawn. It is therefore with reference to a common law offer of dedication² that the foregoing methods of acceptance are applicable in contrast to an offer under the statute. 'A common-law dedication by a plat may be revoked in whole or in part by the filing of an instrument vacating the plat or a part of it. Under some statutes a statutory dedication by plat can be withdrawn only by vacation of the plat in accordance with the provisions of the statutes.' 26 C.J.S., Dedication, § 60, p. 149. See also McQuillin, Municipal Corporations, sec. 33.60, p. 749.

Section 5 of the cited statute, Art. 974a, has considerably abridged the 'proprietor's' right in matter of withdrawal of his plat of dedication in whole or in part; being now limited to the following contingencies:

Page 954

(1) Prior to municipal acceptance and before sale of any lot therein, by filing a written instrument declaring the same to be vacated, duly executed, acknowledged, and recorded in the same office as the plat to be vacated, provided the approval of the City Planning Commission shall have been obtained. (2) After a sale of lots in the platted subdivision, the vacation is accomplished on application of all those to whom lots have been sold, plus approval of the City Planning Commission; and (3) after municipal acceptance of the proprietor's offer of dedication, consent of the City through its governing Council is required in lieu of approval by the City Plan Commission. This is so because municipal rights to the grant having vested, same cannot be divested 'except by ordinances passed by vote of the majority of the governing body of the City, * * *.' Sec. 133, Dallas City Charter.

Manifestly, appellants here have not effectuated a withdrawal of the element of dedication from their recorded plat in accordance with the exclusive method now required by statute; and as stated in Ramstad v. Carr, 31 N.D. 504, 154 N.W. 195, 203, L.R.A.1916B, 1160: 'The recording of the plat, and sale of lots by the owner with reference thereto, was a grant by the owner to the public of the public places marked on the plat. This grant, it is true, was not binding upon, or effective against, the municipality until accepted by it; but the tender of conveyance on the part of the owner continued until withdrawn by the owner, or until it was rejected by the municipality. The statutes of this state fix, not only the method in which a dedication may be effected by the filing of a plat, but they also prescribe the manner in, and conditions under, which the plat may be vacated and the dedication revoked.' (Emphasis ours.) Also, as held in Orange County v. Cole, Cal.App., 215 P.2d 41, 46: "'* * * affirmative expressions in a statute introducing a new rule imply a negative of all not within their purview.'" In view of Art. 974a and under the circumstances of this case, appellants' position of effectual withdrawal of dedication prior to acceptance by the City through its proper authorities must be regarded as untenable.

We are inclined to give full credence to Priolo's version of facts incident to execution of the plat and the untoward consequences to him. It might be further remarked as indeed regrettable that an adjustment of honest differences could not have been thereafter made, thus obviating onerous litigation. From standpoint of the municipality, however, appellants are in the attitude of wanting 'to accept the benefits of the plat while avoiding its burdens.'

No reversible error appears of record and accordingly the judgment under review must be affirmed.

DIXON, C. J., not sitting.

1 'That Charles Priolo, plaintiff, by an instrument in writing, dedicated to the public for street purposes the land involved in this controversy, such property being described as follows: (Field notes omitted).

'2. That said instrument of dedication was part of a plat which was filed with the City Plan Commission of the City of Dallas on October 28, 1948, and that said plat and dedication was filed by the plaintiff with the County Clerk of Dallas County, Texas, on November 10, 1948.

3. That the said dedication of the property in controversy to the public for street purposes was accepted by the City of Dallas, and said City entered upon said property for the purpose of applying it to the use for which it was dedicated.

'4. That the plaintiffs acting by and through their agent, J. S. Cardella, applied for and obtained building permits and constructed houses on Lots A and B of Block 2630, official City numbers of the City of Dallas, after the said plat had been approved and filed for record by the plaintiffs, and building permits for said houses were issued by the City of Dallas in accordance with the plat theretofore filed in the Deed Records of Dallas County, Texas, by the plaintiffs.

'5. That the dedication of the property in question to the public for street purposes had never been revoked by the plaintiffs prior to its acceptance by the defendant, City of Dallas.

'Conclusions of Law. 1. That under the evidence, the plaintiffs failed to sustain the burden of proof so as to show that they had superior title to the property in question or that they were entitled to possession of the same.

'2. That the plaintiffs are estopped to question the validity of the instrument of dedication of the property in controversy to the public for street purposes.

'3. From the facts, I conclude that the plaintiffs are not entitled to recover the land in controversy and that the defendant, City of Dallas, has a valid subsisting easement for street purposes in the property in controversy.'

Also, additional findings: 'In reply to the plaintiffs' request for the Court to make and file additional findings of fact and conclusions of law, the Court hereby finds as follows:

'1. I hereby find that the City of Dallas evidenced its intention to accept the dedication of the property in question by the preparation of plans for the improvement of Dolphin Road, so as to include the property dedicated by the plaintiffs, as evidenced by defendant's Exhibit No. 14, which shows that said plat or plan was prepared in April 1949, and as further evidenced by Ordinance No. 4612 (Defendant's Exhibit No. 10), which ordinance provided for the widening of Dolphin Road, so as to include the property theretofore dedicated by the plaintiffs; and further evidenced by a resolution passed by the City council of the City of Dallas on October 11, 1949 (Defendant's Exhibit No. 11), which said resolution provided for the widening and paving of Dolphin Road in accordance with the plans theretofore prepared, such plans including the plan or plat theretofore prepared in April, 1949, as evidenced by Defendant's Exhibit No.

Page 954

14; and further evidenced by a report of the Director of Public Works of the City of Dallas, dated October 11, 1949 (Defendant's Exhibit No. 12) referring to the widening of Dolphin Road in accordance with the recommendations made by the said Director of Public Works; and further evidenced by a notice of intention to improve Dolphin Road, dated October 11, 1949 (Defendant's Exhibit No. 13) which made references to the plans and specifications on file with the City of Dallas, said defendant's Exhibit No. 14 being a portion of said plans and specifications. The said dedication was further accepted by the City of Dallas by the issuing of building permits for the construction of dwellings on Lots A and B in said Block 2630, in accordance with the application for building permits made by the plaintiffs on December 27, 1948, as evidenced by defendant's Exhibits Nos. 8 and 9. I further find that on or about October 1, 1949, Mr. William Andress, attorney for Mr. Priolo, took up with the City Attorney of the City of Dallas, through Mr. Nichols, the fact that Priolo claimed there was no dedication and that he wished to settle that question and the other property question, and that on reference by Mr. Nichols, Mr. Andress took the matter up with the City Plan Commission of the City of Dallas, and stated to the Commission that there was no dedication.

'2. I further find that the plat prepared by the City of Dallas in April, 1949 shows the old road boundaries and is drawn to scale, shows that the proposed road includes the property purported to be dedicated in the instrument of dedication in question, and also shows other property to be included in the proposed road which was later acquired by condemnation. * * *'

2 "Dedication" is a setting apart of land for the public use, and may be either statutory or at common law, the distinction between a statutory and a common-law dedication being that the statutory dedication operates as a grant, while the common-law dedication operates by way of estoppel in pais. *Poindexter v. Schaffner*, Tex.Civ.App., 162 S.W. 22, 23.' 11 Words and Phrases, Dedication, p. 445. 'Statutory dedication of street (R.S.1911, arts. 1004, 1005 (Vernon's Ann.Civ.St. arts. 1433, 3264)), is controlled by terms of statute, and operates by way of a grant, while common-law dedication operates by way of estoppel in pais.' *City of Uvalde v. Stovall*, Tex.Civ.App., 279 S.W. 889, syl. 3, (writ ref.).

And pertinent here, the statutes of some states are construed as not requiring that a map or plat of a subdivision or the dedication of a portion thereof, be accepted by the governmental authorities in order that it shall be binding on the platlor. See 11 A.J.R.2d Annotations, p. 579.

Stewart v. Fitts

604 S.W.2d 371 (Tex. Civ. App. 1980)
Decided Aug 26, 1980

No. 6944.

July 23, 1980. Rehearing Denied August 26, 1980.

Appeal from District Court, Andrews County, Ken

372 G. Spencer, J. *372

Ronald E. Ragsdale, Andrews, for appellants.

G. Bert Smith, Jr., Andrews, for appellees.

OPINION

WARD, Justice.

This is an action for personal injuries arising where a fourteen-year-old boy on a dirt bike ran into a single barbed wire strand where a fence line was under construction. Trial was to a jury, which failed to find that the accident occurred on a public road, failed to find any negligence on the part of the involved landowner, and faulted the boy with contributory negligence. The Plaintiffs appeal from the take nothing judgment entered on the basis of the jury verdict. We affirm.

The principal issue in the case was whether or not the strip of land where the accident occurred was a public road. In this regard, the Defendant, Mrs. Alma Grace Fitts, was one of four owners of the major portion of a half section of land located to the north of and adjoining the City of Andrews. The land was unfenced, native pasture land. In 1974, the landowners hired a surveyor who platted the land into tracts and streets, and who filed the plat in June of 1974 in the Deed Records of Andrews County. The plat shows that the property is bisected by a street running east and west. This

road is paved and is known as the Butane Truck Route. The plat also shows a street running north and south which bisects a part of the property. This street crosses the Butane Truck Route, and appears as a continuation of Northwest 5th Street, which is a paved street within Andrews. We will hereafter refer to this street as the North-South street. On January 11, 1976, Mrs. Fitts, along with the other joint owners, executed an instrument called a Dedication Deed, which was then filed for record in the Deed Records of the county. The Dedication Deed describes three strips of land by metes and bounds located within the property, and one of those is the metes and bounds description of the North-South street. The instrument recites that the owners:

(D)esire to dedicate to the public said lands for use as streets and/or alleys as a means of ingress and egress to and from the properties adjacent and surrounding said lands. . . .

(And) do hereby forever dedicate the lands described . . . to the public for its use as streets and/or alleys, hereby relinquishing all our rights, title and interest in said lands for such purposes.

Prior to the time that the plat was filed, Mrs. Fitts and the other owners of the property effected a partition of their lands. Either in September or at the middle of October of 1977, Mrs. Fitts' husband, Duane, had his County Commissioner clear and blade with a county maintainer a portion

of the North-South street beginning at the Butane Truck Route and extending on north for an unknown distance. According to Mr. Fitts, this was done as a fence row to enable him to erect a fence setting off the land that belonged to Mrs.

373 Fitts. Although *373 the location of the Fitts' property is not before us in a manner that we can understand, Mr. Fitts started to erect a fence and strung one strand of barbed wire about 3' off the ground, the strand crossing the bladed strip. As part of his fence, he placed two large wooden fence posts on either side of the bladed strip, ran a single strand of barbed wire between the two posts, and, according to him, marked it clearly with long streamers.

On November 30, 1977, the fourteen-year-old Plaintiff, Charles Stewart, Jr., drove his dirt bike off of the Butane Truck Route north onto the cleared strip. He had accelerated his speed to approximately 35 m.p.h. when he ran into the barbed wire strand and was severely injured. It was undisputed that the strip that had been cleared by the County grader was physically the southern portion of that platted North-South street. It was stipulated, however, that the plat and the Dedication Deed were never presented to the Commissioners Court of Andrews County or to the Planning Commission, or to the City Council of the City of Andrews, and were never accepted formally or informally by those governing bodies.

Suit was filed on behalf of the injured minor on the theory that the North-South street was a public road and that Mr. and Mrs. Fitts were negligent in common-law as well as negligent as a matter of law, by intentionally barricading the public road. The Defendants denied that the strip was ever a public road; alleged that the barricade was plainly marked and had been erected on their own land; and that the boy was both a trespasser and contributorily negligent in his actions.

Plaintiffs, by their first point, assert that the strip of land was a public road as a matter of law, and no jury issue regarding the same should have been

submitted.

Whether the North-South street at the location of the accident was a public road depends upon whether the land had ever been dedicated as a public street. Dedications are classified as either statutory or at common-law, the latter being the type before us; the parties being in agreement on that point by virtue of their stipulation. 19 Tex.Jur.2d dedication sec. 3 (1960). In order to constitute a valid dedication, it is essential that the owner of the land should intend to devote the land in question to the use and benefit of the public. This intention must be clearly manifest. Owens v. Hockett, 151 Tex. 503, 251 S.W.2d 957 (1952). In this case, the intention on the part of the landowners to dedicate the North-South street to the public is evident. The Defendants' testimony that neither the plat nor the Dedication Deed was meant to express any intent on their part to dedicate any part of the land as streets or roads is not to be considered. There was no attempt by the Defendants to reform the map and Deed, and the two instruments taken together were clear and unambiguous, and expressed an intention on their part to dedicate the various strips to the public. No fact issue as to the intent was present. North Clear Lake Development Corporation v. Blackstock, 450 S.W.2d 678 (Tex.Civ.App.-Houston (14th Dist.) 1970, writ ref'd n.r.e.); Callejo v. City of Garland, 583 S.W.2d 925 (Tex.Civ.App.-Dallas 1979, writ ref'd n.r.e.); 19 Tex.Jur.2d Dedications sec. 19 (1960).

What has been said so far concerns only the express offer made by the landowners. The offer or tender of use to the public must be accepted by or on behalf of the public in order to constitute a valid or complete dedication. 19 Tex.Jur.2d Dedications sec. 25 (1960). The Plaintiffs contending that they established this last needed element as a matter of law, we will examine the evidence in the light most favorable in support of the negative jury finding and consider only the evidence and inferences which support the finding, and reject the evidence and inferences

contrary to the finding. *Miller v. Riata Cadillac Company*, 517 S.W.2d 773 (Tex. 1974). According to the Defendants and their witnesses, there was never any general use made of the road; that occasional trash dumpers and dirt bikers used the property but that use was not confined to the limits
 374 *374 of the claimed road, but was a general one over the whole pasture. No property had ever been sold in the tract of land, and it had only been divided among the four owners who had inherited it from their father. The County Commissioner, Mr. Hathcock, testified that there was no road there and while the strip was graded by a maintainer somewhere around the middle of October, it was done for the purpose of allowing Mr. Fitts to build a fence because he couldn't set his corners and fence posts due to the many mesquites in the area. He also testified that Fitts did not ask him to cut the right of way from Butane Truck Route northward to the Fitts' property, but that, because of a washed out place, the property had to be bladed to get the maintainer to the Fitts' property. Admittedly, the Plaintiffs' evidence is to the contrary, but, it was also to the effect that the Plaintiffs and several other young motorcycle riders had used the North-South street for only a short period of time before the date of the accident, and had ridden their motorcycles on a few occasions where the accident happened. The contention of the Plaintiffs that there had been an acceptance of the Dedication Deed and plat by actual public use such as create a dedication as a matter of law is overruled.

Plaintiffs' further argument that since the acts of dedication were so clear, plain and unequivocal that no acceptance was required is also rejected. The two cases relied on by the Plaintiffs are not in point as they involve sales of lots to persons relying on the plats after the offer of dedication had been made. See: *City of Houston v. Hughes*, 284 S.W.2d 249 (Tex.Civ.App.-Austin 1955, writ ref'd n.r.e.); *Kelly v. City of Marlin*, 340 S.W.2d 507 (Tex.Civ.App.-Waco 1960, no writ). Plaintiffs' first point is overruled.

Plaintiffs' second point complains of the form of submission of Special Issue No. 1, the issue inquiring of the jury if the accident occurred on a road intended to be dedicated as a public road. The Plaintiffs argue that the issue asked the jury what the Defendants secretly intended in the face of the plat and the unambiguous dedication, and was erroneous under the principles previously discussed. The merit of the argument fails as we fail to find where any objection was made to the issue upon the ground now urged. Complaint was waived. Rule 274, Tex.R.Civ.P.

Legal and factual sufficiency evidence attacks are made on the answers by the jury to the first two issues. As to the negligence issues, we point out that there was evidence by the Defendants that the fence was constructed on their own land and that it was plainly marked. The same attacks are made as to the contributory negligence and proximate cause findings regarding the minor's conduct. We again point out that there was evidence that the wire strand was clearly marked and that the accident happened on a clear day, and that, if the minor had been looking, he could have seen the obstruction. In reviewing the legal sufficiency attacks, we have considered only the evidence and inferences therefrom which support the various jury findings, and in reviewing those of a factual sufficiency nature, we have considered all of the evidence. All of the attacks are overruled.

The judgment of the trial Court is affirmed.



Texas Local Government Code

§ 273.001

Acquisition of Property; Exercise of Police Power

- (a) A municipality may, in accordance with this chapter, acquire property separately or jointly with another municipality or other governmental entity by gift, dedication, or purchase, with or without condemnation.
- (b) The property must be located within the county where the municipality or other governmental entity is located. The property may be located inside or outside the corporate limits of the municipality.
- (c) The property must be used for the following public purposes:
 - (1) parks and playgrounds;
 - (2) hospitals;
 - (3) the extension, improvement, and enlargement of its water system, including riparian rights, water supply reservoirs, standpipes, watersheds, and dams;
 - (4) the laying, building, maintenance, and construction of water mains;
 - (5) the laying, erection, establishment, and maintenance of necessary appurtenances or facilities that will furnish to the inhabitants of the municipality an abundant supply of wholesome water;
 - (6) sewage plants and systems;
 - (7) rights of way for water and sewer lines;
 - (8) airports and landing fields;
 - (9) incinerators and garbage disposal plants;
 - (10) streets, boulevards, alleys, or other public ways; or
 - (11) a right of way needed in connection with property used for any of these purposes.
- (d) The municipality may exercise police power within an area acquired under this section.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Location: https://texas.public.law/statutes/tex._local_gov't_code_section_273.001

Original Source: Section 273.001 — Acquisition of Property; Exercise of Police Power, <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.273.htm#273.001> (last accessed Jun. 7, 2021).

002-83-1518

8407215

CORRECTION
WARRANTY DEED
(LONG FORM)

THE STATE OF TEXAS
COUNTY OF GALVESTON

} KNOW ALL MEN BY THESE PRESENTS:

That WE, ROBERT E. SAUNDERS and wife, MELBA J. SAUNDERS

of the County of Galveston and State of Texas for and in
consideration of the sum of Ten and No/100
(\$10.00) DOLLARS

and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which
is hereby acknowledged,

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto

FIRST BAPTIST CHURCH, INC.

of the County of Galveston and State of Texas / except as below,
stated, all of
the following described real property in Galveston County, Texas, to-wit:

The surface only of all that certain tract of 3.54403 acres being part of Lot One (1)
and Lot Two (2), Block One (1), Jarboe Addition, situated in the M. Muldoon Grant,
Galveston County, Texas, according to the unrecorded plat thereof in common use prepared
by R. W. Luttrell, C. E. dated July, 1909; said tract of 3.54403 acres being more
particularly described as follows:

COMMENCING for reference in the Northwestern corner of Lot 2 common with the
northeasterly corner of Lot 3 and being in the Southerly line of Lot 5

THENCE North 71° 07' 10" East, 173.00 feet with the Northerly line of Lot 2 to a
point for corner;

THENCE South 18° 52' 50" East, 395.00 feet, parallel with the Westerly line of Lot 2, to a 1/2 inch iron rod set in the TRUE POINT OF BEGINNING of the tract herein described;

THENCE North 71° 07' 10" East, at 60.00 feet set to a 1/2 inch iron rod for reference, same course at 322.00 feet pass the common line of Lot 2 and Lot 1 and continuing along same course a total distance of 355.34 feet to a 1/2 inch iron rod set in the Northeasterly corner of the tract herein described;

THENCE South 16° 42' 50" East, 445.32 feet to a 1/2 inch iron rod set in the Northerly line of Farm Road No. 518 (formerly F.M. Road No. 1266);

THENCE with said line South 71° 07' 10" West, at 16.50 feet pass the common line of Lot 1 and Lot 2, at 278.50 feet set a 1/2 inch iron rod for reference and continuing along same course a total distance of 338.50 feet to a 1/2 inch iron rod set in the Southwesterly corner of the tract herein described;

THENCE North 18° 52' 50" West, 445.00 feet parallel with the Westerly line of Lot 2 to the TRUE POINT OF BEGINNING and containing 3.54403 acres or 154,378 square feet and being part of that certain 12.72 acre tract described in Volume 2221, Page 92, of the Deed Records of Galveston County, Texas.

THIS CONVEYANCE IS MADE AND ACCEPTED SUBJECT TO THE FOLLOWING:

SAVE AND EXCEPT and there is hereby reserved unto Grantors, their heirs and assigns, all of the oil, gas and other minerals in and under and that may be produced from the above described property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas and other minerals and removing the same therefrom.

002-93-1520

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee . its/ successors and assigns heirs and assigns forever; and we do hereby bind ourselves our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee . its successors heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

It is, however, understood and agreed that out of the property above conveyed there is hereby excepted and reserved unto the grantors, their heirs and assigns, and the City of Kemah as a public street when accepted as such by the City of Kemah full and free right and liberty at all times hereafter, in common with all other persons who may hereafter have the like right, to have and use the most Westerly sixty (60') feet of the herein described premises, same being a strip of land sixty (60) feet in width, by four hundred forty-five (445) feet in length along the Westerly boundary line of the tract herein conveyed, and to use such right of way at all times and for all purposes connected with the use and occupation of all adjoining lands.

This Deed is made in place of and as a Deed of Correction of a Deed executed by Grantors herein to Grantee, dated the _____ day of _____, 1978, and recorded in Volume 3905, Pages 93, Deed Records of Galveston County, Texas, wherein by error or mistake the property was described as being in Block 2 when in truth and fact said property was situated in Block 1.

EXECUTED this 13 day of February A.D. 1984

ROBERT E. SAUNDERS

Robert E. Saunders
HELENA J. SAUNDERS

Mailing address of each grantee:

Name: FIRST BAPTIST CHURCH, INC.
Address: P.O. Box 399
Kemah, Texas 77565

Name:
Address:

(Acknowledgment)

STATE OF TEXAS }
COUNTY OF GALVESTON }

This instrument was acknowledged before me on the _____ day of _____, 19____
by _____

My commission expires:

Notary Public, State of Texas
Notary's printed name:

(Acknowledgment)

002-83-1521

STATE OF ~~TEXAS~~ Florida
COUNTY OF ~~CALVESTON~~ Volusia

This instrument was acknowledged before me on the 13th day of February, 1984,
by NELBA J. SAUNDERS, a single woman

My commission expires:

~~Notary Public, State of Florida at Large~~
~~My Commission Expires Dec. 24, 1985~~

Maureen Hughes
Notary Public, ~~State of Florida~~ State of Florida
Notary's printed name: Maureen Hughes

(Acknowledgment)

STATE OF TEXAS
COUNTY OF }

This instrument was acknowledged before me on the _____ day of _____, 19____,
by _____

My commission expires:

Notary Public, State of Texas
Notary's printed name:

(Corporate Acknowledgment)

STATE OF TEXAS
COUNTY OF }

This instrument was acknowledged before me on the _____ day of _____, 19____,
by _____
of _____
a _____ corporation, on behalf of said corporation.

My commission expires:

Notary Public, State of Texas
Notary's printed name:

AFTER RECORDING RETURN TO:

PREPARED IN THE LAW OFFICE OF:

FILED FOR RECORD
FEB 14 4 29 PM '84

May Joe Johnston
COUNTY CLERK, CALVESTON COUNTY, TEXAS

FUHRHOP AND GREEN
William T. Fuhrhop
P.O. Box 457
Dickinson, Tx 77539 0457
(713) 337-3541

STATE OF TEXAS
I hereby certify that this instrument was filed on the
date and time stamped herein by me and was duly recorded
in the Official Public Records of said County of Calveston
County, Texas, on

FEB 14 1984



May Joe Johnston
COUNTY CLERK, CALVESTON COUNTY, TEXAS

Return To:
PAID
Virginia King
1302 FM 515
Kemah, Tex. 77565

002-83-1522

CERTIFICATE OF LEGALITY AND AUTHENTICITY
FOR MICROFILM RECORDS

OFFICIAL PUBLIC RECORDS OF REAL PROPERTY
DIVISION: REAL PROPERTY - RECORDS DEPARTMENT
GALVESTON COUNTY, TEXAS

I, MARY JANE CHRISTENSEN, COUNTY CLERK OF GALVESTON COUNTY, TEXAS, hereby certify that the public records now of record in the office of the County Clerk of Galveston County, Texas, are being microfilmed under and by virtue of the authority of an order passed by Commissioners' Court of Galveston County, Texas, on May 27, 1963, and recorded in Volume 31, Pages 583 and 589, of the Minutes of said Court, said order having been passed under and by virtue of the provisions of Article 6574b, Revised Civil Statutes of Texas (1925), for the purpose of recording, preserving and protecting the same and for the purpose of reducing space required for filing, storing and for safekeeping of the same.

Further, it is hereby certified that, from and after January 5, 1981, Records filed in the Office of the County Clerk of Galveston County, Texas, also, are being recorded on microfilm under and by virtue of Article 1941(a), Vernon's Texas Civil Statutes (1971).

Further, it is hereby certified that the foregoing series of photographs in this roll of microfilm, between the Title Page Guide identifying the kind of record and this Certificate of Legality and Authenticity have been made in accordance with the above authority and are correct, legible and exact copies of the original records in my office, or of the original documents and instruments filed in my office for record, as follows:

OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

DIVISION: REAL PROPERTY - RECORDS DEPARTMENT

Filmed On February 15th 1984

File Number 8407178
Starting With
Film Code No. 002-83-1394

Thru File Number 8407215
Ending with
Film Code No. 002-83-1522

MARY JANE CHRISTENSEN, COUNTY CLERK
GALVESTON COUNTY, TEXAS

BY David M. Quiroga
David M. Quiroga Deputy

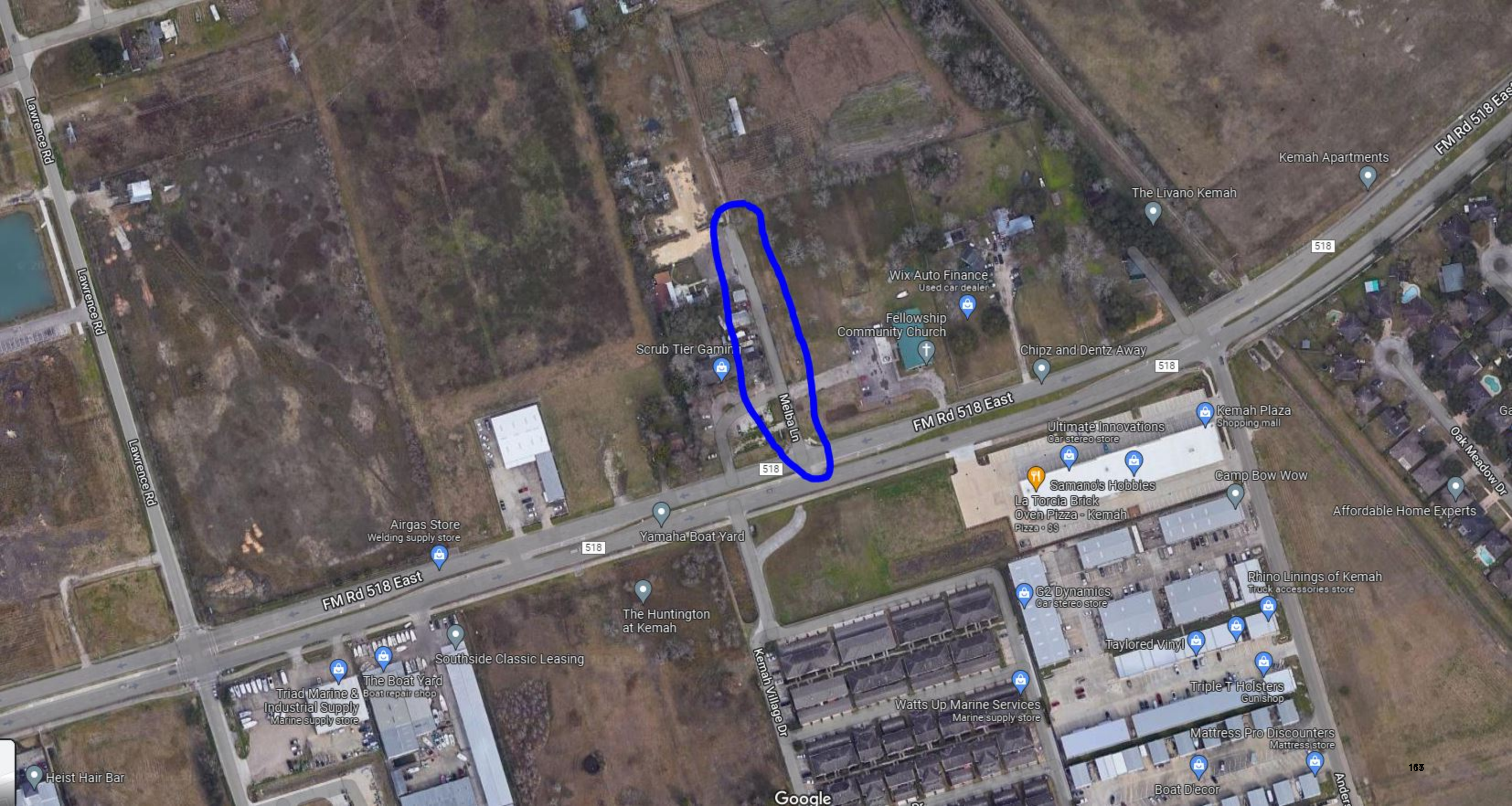
W2-83-1523

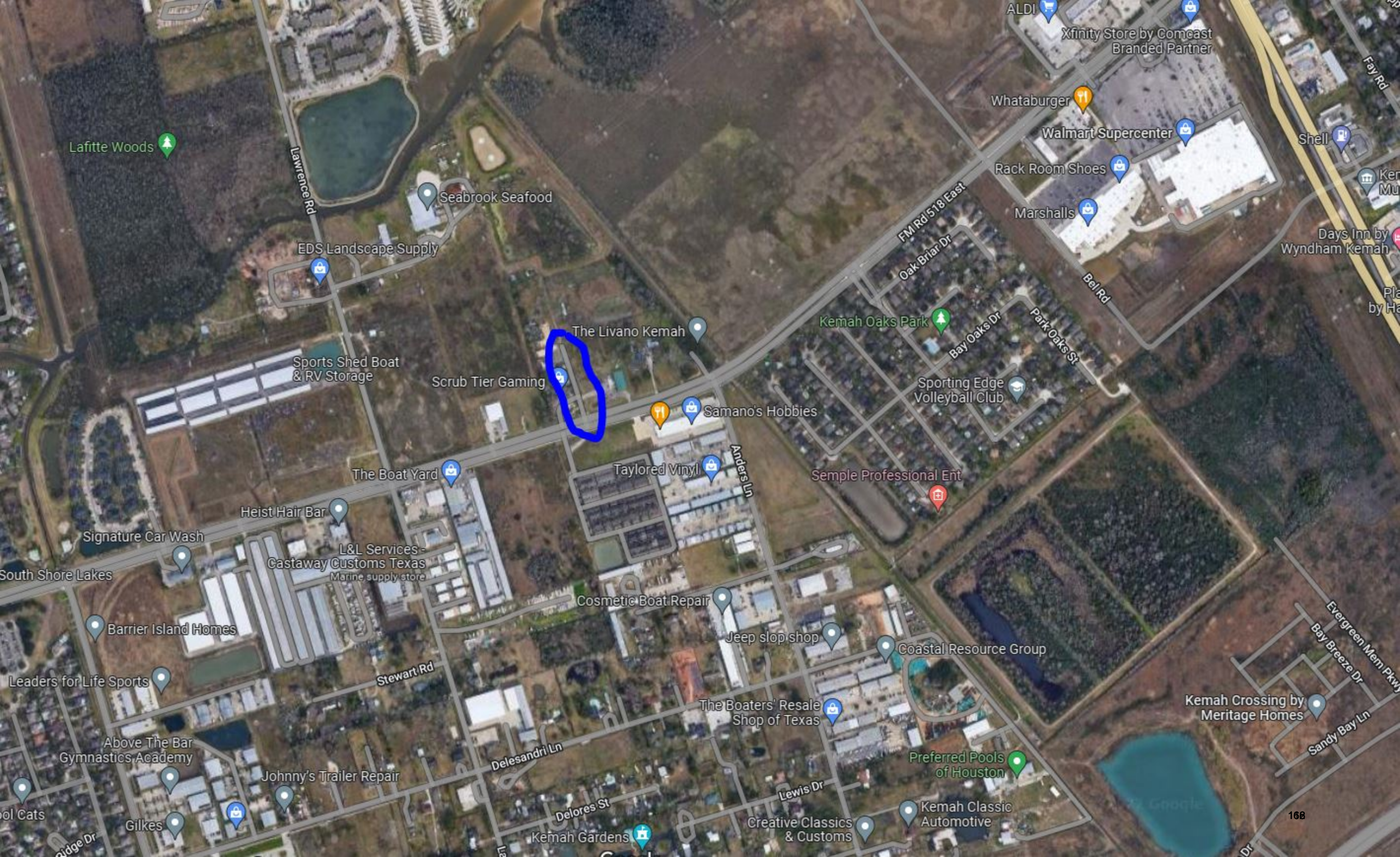
FILM TITLE PAGE FOR
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY
DIVISION: REAL PROPERTY - RECORDS DEPARTMENT
GALVESTON COUNTY, TEXAS

"INSTRUMENTS AFFECTING REAL PROPERTY TITLE WHICH WERE FILMED
IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS,
ON 16 DAY February, 1984."
STARTING WITH FILE NUMBER 8407216."

MARY JANE CHRISTENSEN, COUNTY CLERK
GALVESTON COUNTY, TEXAS

By Walter J. McEvilly Deputy
Walter J. McEvilly







159673

290528

159672

741746
313041

741744

159658

159657

159660

159671

159653

159668

159659

159661

159665

159663

159666

159667

424498

429426

429425

429424

429423

429422

429421

429420

429419

429418

429417

429416

429415

429414

429413

429412

159801

169

Kemah City Council Agenda Item #17 2023 Kemah Events Schedule

Once form is complete and departmental clearances are obtained, this form should be forwarded to the City Secretary as soon as possible prior to the date that the item is expected to be placed on the City Council agenda.

Date requested for Council consideration: January 4, 2023

Prepared by: Teresa Vazquez-Evans, City Council

Subject: 2023 Kemah Events Schedule

Proceeding: Consideration of 2023 Kemah Events Schedule

Originating Department:

Plan Reference: 17SP- or 17OP-

Texas Ethics Commission Form 1295 required?

If YES, is copy of Form attached?

Contract Identification Number on Form:

City Attorney Review:

Expenditure Required: YES

Amount Budgeted: \$30,000

Appropriation Required: NO

Source of Funds: General Fund-Community Relations

Finance Approval:

City Administrator Approval: (Walter Gant)

SUMMARY / ORIGINATING CAUSE

The City of Kemah Events Committee Chairwoman, Kelley Dawson, has worked with other committee members to draft a 2023 events calendar.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Well -planned city events serve to generate tourism interest, enhance city exposure and image, attract visitors and investment, promote overnight stays, stimulate development, foster civic pride, and promote togetherness.

RECOMMENDATIONS

Provide feedback on the proposed 2023 Kemah Events Schedule.

ATTACHMENTS

- 2023 Kemah Events Schedule- DRAFT
- 2023 Kemah Events Spreadsheet- Working Copy

-KEMAH EVENTS CALENDAR 2023 –

***Please note that events in bold and underlined are/may be City sponsored events some of which may be new and may require Council and/or budget approval. All events are subject to change.**

*BAZAAR ON BRADFORD (MARKETS) – Saturdays, 4-8:30PM - April 1st, May 6th, June 3rd, July 1st, August 5th, September 2nd, October 7th, & November 4th

JANUARY: *(New Years Day, start of Mardi Gras)*

FEBRUARY: *(Mardi Gras Tues., Feb. 21st, Super Bowl Sun., Feb. 12th)*

Fri., Feb. 3rd – Krewe du Lac Mardi Gras Ball at Landry's Kemah Boardwalk

Sat., Feb. 4th 10AM – Krewes Into Kemah Mardi Gras Parade & Mardi Paw (dog parade) to lead
(includes live music on trailer)

Sat., Feb. 11th – Yachty Gras Boat Parade

MARCH: *(Spring Break, St. Patrick's Day Fri., March 17th, Rodeo time Feb. 28-March 19th)*

Sat., March 18th – Bark of the Irish Pet Pawrade

APRIL: *(Easter weekend April 7-9, start of baseball season)*

Sat., April 1st - 10 to 11AM Kemah Eggstravaganza at Cien Park

Sun., April 9th – Easter Sunrise Service at the Boardwalk

Sat., April 15th – Kemah Cops & Crawfish

Sat., April 22nd – 11AM – 2PM Earth Day Celebration with Butterfly sanctuary, plant sale, info booths/activity booths & clean-up project at Noon *(Visitor's Center)*

TBD - Blessing of the Fleet hosted by the Elk's Lodge

MAY: *(Cinco de Mayo Fri., May 5th, Mother's Day Sun., May 14th, Memorial Day Mon., May 29th)*

Sat., May 6th – Mother's Appreciation Sip, Shop, & Stroll

Fri., May 19th – Sun., May 21st KEMAH CRAWFEST Cards with each restaurant name & space for stamp or punch & place to list 2 favorites. Patrons must visit minimum three places to vote and be entered for prizes. Restaurant that wins Crawlfeast contest will be crowned Kemah Crawfish King.

JUNE: *(Father's Day Sun., June 18th, start of summer, Pride events)*

Sat., June 17th – Father's Day Car Show with vendors and activity booths

Wed., June 21 – Sun., June 25 - Outlaw Challenge

JULY: *(Summer time, 4th of July, Boardwalk fireworks)*

Tues., July 4th – KEMAH 4th of JULY PARADE

Tues., July 4th – KEMAH Boardwalk Fireworks

AUGUST: *(Summer time, Back to school)*

TBA Aug. 19th-20th Elite Redfish Series

For summer months will focus on “Eat. Shop. Play.” And help share local business/organization events

SEPTEMBER: *(4th Labor Day, Back in School)*

Sat., Sept. 30th - ART WALK & TASTE OF KEMAH *(may require community center reservation)*

OCTOBER: *(Halloween Tues., Oct 31st, Fall Festival/Okttoberfest Season, Wing’s Over Houston)*

Mon., Oct. 4th - Bayou Scramble Golf Tournament *(raises funds for local charities/organizations)*

TBD – Clear Creek Winery Grape Stomp/Fall Festival

Sun., Oct. 29th - KPD Kemah Trunk or Treat

NOVEMBER: *(Thurs., Nov. 23rd, Fall Festival Season/Veteran’s Day, Sat., Nov. 11th)*

Sat., Nov. 4th 4-8PM – Kemah Ladies Night Provide a fun, sip, shop, & stroll experience with local shops/businesses and Bazzarr on Bradford vendors. Need to provide shopping bags, have prize drawings, have tasting/sample booths, & music.

Fri., Nov. 10th – Sun., Nov. 12th - Salute to Service - need to invite First Responders to set up in city lot for entrance of Veteran buses down 6th & encourage more participation from residents, businesses, local organizations to watch and wave American flags

Sat., Nov. 25th – Small Business Saturday Event *(need to order shopping bags from American Express & coordinate with local shops/businesses)*

DECEMBER: *(Christmas Mon., Dec. 25th, Holiday Season, New Year’s Eve Sun., Dec. 31st)*

TBD Holiday Markets

Fri., Dec. 1st Christmas Parade & Tree Lighting Ceremony with Holiday Market & local vendors – request Snow vendor this year (try to get a sponsor to fund snow or split cost with the city)

Sat., Dec. 9th 9AM – Noon - Pancakes with Santa *(requires community center reservation)*
This is also back-up day for a 1PM Christmas parade should the night parade not be approved again.

Fri., Dec. 8th 6-11PM - Krewe du Lac Christmas Pub Crawl and Toy Drive

Sat., Dec. 9th 7PM - Christmas Boat Lane Parade

Sun., Dec. 31st – Kemah Boardwalk NYE Fireworks

KEMAH 2023 EVENTS CALENDAR BREAKDOWN

DATE	EVENT TITLE / LOCATION	EVENT HOST	WILL EVENT REQUIRE ADDITIONAL FUNDING?	WILL EVENT REQUIRE KPD/CITY PUBLIC WORKS COORDINATION (STREET CLOSURE/TRAFFIC CONTROL/BARCADES/ETC.)	WILL EVENT SEEK ADVERTISING THROUGH CITY/MDR?	EVENT LEAD(S) & CONTACT INFO	COMMENTS
Friday, Feb. 3rd	Krewe du Lac Coronation Ball at Landry's Kemah Boardwalk	Krewe du Lac	No	No	No	D'Anne Conrad 281.382-1435	
Sat., Feb. 4th 10AM	Krewes Into Kemah Mardi Gras & Mardi Paw Parade in Lighthouse District	City of Kemah & Krewe du Lac	No	YES - KPD & Public Works	Yes	Kelley Dawson 832.315-7600	Proposed parade route will be the same as the 2022 parade route. 2023 parade will include pet parade and live music on a trailer.
Sat., Feb. 11th 7PM	Yachty Gras Grand Night Boat Parade - Kemah Channel	Yachty Gras	No	No	Yes	Maurine Howard 713.882-4040	

KEMAH 2023 EVENTS CALENDAR BREAKDOWN

DATE	EVENT TITLE / LOCATION	EVENT HOST	WILL EVENT REQUIRE ADDITIONAL FUNDING?	WILL EVENT REQUIRE KPD/CITY PUBLIC WORKS COORDINATION (STREET CLOSURE/TRAFFIC CONTROL/BARCADES/ETC.)	WILL EVENT SEEK ADVERTISING THROUGH CITY/MDR?	EVENT LEAD(S) & CONTACT INFO	COMMENTS
Sat., March 18th 10AM	Bark of the Irish Pet Pawrade in Lighthouse District	Event Volunteers & City of Kemah	TBD	YES -KPD & Public Works	Yes	Shelia Thorne gardenplayspace@yahoo.com	<i>Funds may be necessary? Money was not needed from the City in 2022 as all prizes and giveaways were donated.</i>
Sat., April 1st 10AM	Kemah Eggstravaganza at Cien Park	City of Kemah	Yes	Yes - Public Works	Yes	Gerri Alfaro Galfaro@kemahtx.gov	
Sat., April 15th	Kemah Cops & Crawfish at Kemah Community Center	KCPAAA				Phillip White 281.330-8503	

KEMAH 2023 EVENTS CALENDAR BREAKDOWN

DATE	EVENT TITLE / LOCATION	EVENT HOST	WILL EVENT REQUIRE ADDITIONAL FUNDING?	WILL EVENT REQUIRE KPD/CITY PUBLIC WORKS COORDINATION (STREET CLOSURE/TRAFFIC CONTROL/BARCADES/ETC.)	WILL EVENT SEEK ADVERTISING THROUGH CITY/MDR?	EVENT LEAD(S) & CONTACT INFO	COMMENTS
Sat., April 22nd 11AM- 2PM	Earth Day Celebration at Visitor's Center	Event Volunteers & City of Kemah	TBD	Yes - Public Works	Yes	Amie Cave 281.919-4503 Lexi Sadler 240.586-1160 Shelia Thorne gardenplayspace @yahoo.com & Teresa Vazquez- Evans TVazquezEvans @kemahtx.gov	Create butterfly sanctuary, info booths/activity booths, plant/tree sale & clean up project at Noon
TBD	Blessing of the Fleet - Kemah Channel	Kemah Elk's Lodge	No	No	No		
Sat., May 6th	Mother's Appreciation Sip, Shop, & Stroll in Lighthouse District	Event Volunteers & City of Kemah	No	No	Yes	Lexi Sadler 240.586-1160	combination event with Bazaar on Bradford

KEMAH 2023 EVENTS CALENDAR BREAKDOWN

DATE	EVENT TITLE / LOCATION	EVENT HOST	WILL EVENT REQUIRE ADDITIONAL FUNDING?	WILL EVENT REQUIRE KPD/CITY PUBLIC WORKS COORDINATION (STREET CLOSURE/TRAFFIC CONTROL/BARCADES/ETC.)	WILL EVENT SEEK ADVERTISING THROUGH CITY/MDR?	EVENT LEAD(S) & CONTACT INFO	COMMENTS
Fri., May 19th - Sun. May 21st	Kemah CRAWFEST in Lighthouse District	Event Volunteers & City of Kemah	Yes	No	Yes	Amie Cave 281.919-4503	Cards with each restaurant name & space for stamp or punch & place to list 2 favorites. Patrons must visit minimum three places to vote and be entered for prizes. Restaurant that wins Crawfest contest will be crowned Kemah Crawfish King.
Sat., June 17th	Father's Day Car Show in the Boardwalk lot of Texas Ave.	Event Volunteers	No	No	Yes	Lexi Sadler 240.586-1160 & Amie Cave 281.919-4503	car show, vendor booths, activity booths
Thurs., June 22nd	Texas Outlaw Challenge Stampede Street Party on 6th Street	Texas Outlaw Challenge				Paul paul@texasoutla wchallenge.com	

KEMAH 2023 EVENTS CALENDAR BREAKDOWN

DATE	EVENT TITLE / LOCATION	EVENT HOST	WILL EVENT REQUIRE ADDITIONAL FUNDING?	WILL EVENT REQUIRE KPD/CITY PUBLIC WORKS COORDINATION (STREET CLOSURE/TRAFFIC CONTROL/BARCADES/ETC.)	WILL EVENT SEEK ADVERTISING THROUGH CITY/MDR?	EVENT LEAD(S) & CONTACT INFO	COMMENTS
Tues., July 4th	Kemah 4th of July Parade in Lighthouse District	City of Kemah & Event Volunteers	Yes	YES - KPD & Public Works	Yes	Kelley Dawson 832.315-7600 & Amie Cave 281.919-4503	
Tues., July 4th	Kemah Boardwalk Fireworks Show	Kemah Boardwalk				Kenda Biddle kenda.biddle@ld ry.com	
Sat., Aug 19th & Sun., Aug. 20th (TBA)	Elite Redfish Series on 6th Street	Elite Redfish Series				info@eliteredfishseries.com	

KEMAH 2023 EVENTS CALENDAR BREAKDOWN

DATE	EVENT TITLE / LOCATION	EVENT HOST	WILL EVENT REQUIRE ADDITIONAL FUNDING?	WILL EVENT REQUIRE KPD/CITY PUBLIC WORKS COORDINATION (STREET CLOSURE/TRAFFIC CONTROL/BARCADES/ETC.)	WILL EVENT SEEK ADVERTISING THROUGH CITY/MDR?	EVENT LEAD(S) & CONTACT INFO	COMMENTS
Sat., Sept. 30th	Taste of Kemah & Art Walk - Location to TBA	Event Volunteers & City of Kemah	Yes	TBD	Yes	Amie Cave 281.919-4503 Lexi Sadler 240.586-1160 & Teresa Vazquez- Evans TVazquezEvans @kemahtx.gov	
TBD	Clear Creek Winery Grape Stomp & Fall Festival						
Sun., Oct. 29th 1- 3PM	Kemah Trunk or Treat in City Parking Lot	KPD				Sgt. Ortiz lortiz@kemahtx. gov	

KEMAH 2023 EVENTS CALENDAR BREAKDOWN

DATE	EVENT TITLE / LOCATION	EVENT HOST	WILL EVENT REQUIRE ADDITIONAL FUNDING?	WILL EVENT REQUIRE KPD/CITY PUBLIC WORKS COORDINATION (STREET CLOSURE/TRAFFIC CONTROL/BARCADES/ETC.)	WILL EVENT SEEK ADVERTISING THROUGH CITY/MDR?	EVENT LEAD(S) & CONTACT INFO	COMMENTS
Sat., Nov. 4th 4- 8PM	Kemah Ladies Night Out	Event Volunteers & City of Kemah	TBD	Yes - KPD & for street closure	Yes	Lexi Sadler 240.586-1160 Amie Cave 281.919-4503 Kelley Dawson 832.315-7600	Provide a fun, sip, shop, & stroll experience with local shops/businesses and Bazaar on Bradford vendors. Need to provide shopping bags, have prize drawings, have tasting/sample booths, & music.

KEMAH 2023 EVENTS CALENDAR BREAKDOWN

DATE	EVENT TITLE / LOCATION	EVENT HOST	WILL EVENT REQUIRE ADDITIONAL FUNDING?	WILL EVENT REQUIRE KPD/CITY PUBLIC WORKS COORDINATION (STREET CLOSURE/TRAFFIC CONTROL/BARCADES/ETC.)	WILL EVENT SEEK ADVERTISING THROUGH CITY/MDR?	EVENT LEAD(S) & CONTACT INFO	COMMENTS
Fri., Nov. 10th - Sun., Nov. 12th	Salute to Service and First Responders at Kemah Boardwalk	Kemah Boardwalk & Kemah Elk's Lodge & City of Kemah				Kenda Biddle kenda.biddle@ld ry.com	Volunteers to help get more folks to line up on 6th Street Nov. 10th to welcome the veteran buses on way to Boardwalk
Sat., Nov. 25th All Day	National Small Business Saturday - Shop Local Event	City of Kemah & Event Volunteers	No	No	Yes	Kelley Dawson 832.315-7600	Need to order kits from American Express for local shops to have on hand



Kemah City Council Agenda Item

#18 Hilltop Securities

Consent Agenda Item #18: Hilltop Securities

- At the 11/15/2022 KCDC meeting, KCDC approved utilizing Hilltop Securities services. All agreements for KCDC also have to be approved by City Council.

Kemah City Council Agenda Item

#19 Resolution to Abolish County Treasurer

Once form is complete and departmental clearances are obtained, this form should be forwarded to the City Secretary as soon as possible prior to the date that the item is expected to be placed on the City Council agenda.

Date requested for Council consideration: 1/4/2023

Prepared by: Staff

Subject: Resolution to Abolish County Treasurer

Proceeding: Consideration and Possible Action

Originating Department:

Plan Reference: 17SP- or 17OP-

Texas Ethics Commission Form 1295 required?

If YES, is copy of Form attached?

Contract Identification Number on Form:

City Attorney Review:

Expenditure Required: Amount Budgeted:

Appropriation Required: Source of Funds:

Finance Approval:

City Administrator Approval: (Walter Gant)

SUMMARY / ORIGINATING CAUSE

To help move along the process of consolidating and eliminating (through state constitutional amendment), Hank Dugie's office, is asking our local governments to pass companion resolutions. League City passed one a few weeks ago, Galveston County passed one last week, and Dickinson, Jamaica Beach, Friendswood and Clear Lake Shores are scheduled for January.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

- Resolution 2023-XX

RESOLUTION NO. **2023-XX**

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF **KEMAH**, TEXAS IN SUPPORT OF THE ABOLITION OF THE OFFICE OF COUNTY TREASURER IN GALVESTON COUNTY.

WHEREAS, the Constitution of the State of Texas allows for the abolition of elected offices by statewide and local ballot referendums,

WHEREAS, nine counties in Texas (Andrews, Bee, Bexar, Collin, El Paso, Fayette, Gregg, Nueces and Tarrant) and the State of Texas have abolished their Treasurer offices,

WHEREAS, citizens of **Kemah** and Galveston County desire efficient and effective government, and consolidating duties into other fulltime offices to allow the abolition of the elected Treasurer office will save taxpayers approximately \$500,000 annually and reduce the risk of misappropriated funds as was experienced in 2018,

WHEREAS, the voters of Galveston County recently elected as the County Treasurer a candidate, Hank Dugie, who campaigned to abolish the office of County Treasurer in Galveston County,

WHEREAS, the abolition of the office of County Treasurer in Galveston County has been unanimously supported by Galveston County Commissioner's Court and included as a legislative priority for the 87th and now the 88th sessions of the Texas Legislature,

WHEREAS, the abolition of the office of County Treasurer in Galveston County is supported by local, county, and state elected officials as well as community organizations and law enforcement personnel; NOW, THEREFORE,

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

Section 1. The City Council expresses its unqualified support for the abolition of the office of County Treasurer in Galveston County.

Section 2. The City Council respectfully requests that the Texas Legislature pass a joint resolution to submit to the voters of Galveston County a constitutional amendment to abolish the office of County Treasurer in Galveston County.

Section 3. The City Council directs the City Secretary to forward a copy of this Resolution upon its passage to each of our local Texas Legislators, the Texas Speaker of the House, the Texas Lieutenant Governor, and the Texas Governor.

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

PASSED AND APPROVED the _____ day of _____, 2023.

MAYOR NAME

Mayor

ATTEST:

SECRETARY NAME

City Secretary

APPROVED AS TO FORM:

ATTORNEY NAME

City Attorney



Kemah City Council Agenda Item

#20 Attorney Interviews

Consent Agenda Item #20: Attorney Interviews

- Interviews will be conducted for the firms that responded to the RFQ for legal services (listed in alphabetical order)
 - Davidson, Troilo, Ream & Garza
 - Gregg & Gregg Attorneys at Law
 - Murray & Lobb, PLLC
 - Olson & Olson LLP
 - Randle Law Office LTD., L.L.P.

Kemah City Council Agenda Item #21 Censure Carl Joiner

Once form is complete and departmental clearances are obtained, this form should be forwarded to the City Secretary as soon as possible prior to the date that the item is expected to be placed on the City Council agenda.

Date requested for Council consideration: 01/04/2023

Prepared by: Doug Meisinger

Subject: Censure Carl Joiner

Proceeding: Consideration and Possible Action

Originating Department:

Plan Reference: 17SP- or 17OP-

Texas Ethics Commission Form 1295 required?

If YES, is copy of Form attached?

Contract Identification Number on Form:

City Attorney Review:

Expenditure Required: Amount Budgeted:

Appropriation Required: Source of Funds:

Finance Approval:

City Administrator Approval: (Walter Gant)

SUMMARY / ORIGINATING CAUSE

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

- Resolution and back up information

RESOLUTION NO. _____

A RESOLUTION CENSURING MAYOR CARL JOINER OF THE CITY OF KEMAH FOR ABUSE OF PROCESS AND PERSONAL ATTACKS AND ACTIONS DISRESPECTFUL OF CITY COUNCIL MEMBERS, CITY EMPLOYEES, CITY STAFF AND PRIVATE CITIZENS, BOTH DURING REGULAR OR SPECIAL MEETINGS OF THE CITY COUNCIL AND BETWEEN MEETINGS.

WHEREAS, it is important for a Mayor and City Council to provide for and encourage a professional work environment for all City Council members, City staff and City employees, free from harassment, intimidation, bullying and personal agendas; and

WHEREAS, by censuring one of its members, the City Council voices its collective opinion regarding how a member of its body has, in their capacity as a city leader, acted in a way that violates basic community standards of conduct and fair dealing and asks and admonishes that same individual to cease engaging in similar conduct in the future; and

WHEREAS, it is important that conduct that avoids peer or City staff and City employee harassment, bullying and unethical or illegal actions and instead encourages and promotes a professional and efficient work environment,

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

- 1) During the City of Kemah 2022 election season, Mayor Carl Joiner directed Police Chief Holland Jones, in the presence of City Administrator Walter Gant, to use Kemah Police resources to put council member Doug Meisinger under surveillance, for the purpose of proving the Mayor's false and baseless accusation that Councilman Meisinger, who was running for re-election to his council seat, did not actually live in Kemah, as required. Chief Jones refused to comply and strongly rebuked the Mayor for directing this illegal and politically-motivated action.
- 2) On multiple occasions, City Administrator Walter Gant and then Building Official Brandon Shoaf had their jobs threatened by Mayor Carl Joiner over the issuance of a Certificate of Occupancy for a business Councilman Doug Meisinger was opening in Kemah, at 707 Bradford Ave., a building owned by former Mayor and Joiner political rival Matt Wiggins. At one point, Mayor Carl Joiner presented then Building Official Brandon Shoaf with a spreadsheet that listed properties owned by Wiggins. Mr. Shoaf turned this document over to Councilman Meisinger and explained that Mayor Carl Joiner instructed Mr. Shoaf to use this document to deny Councilman Meisinger a Certificate of Occupancy. The property information and building records on this spreadsheet were accessed without a Public Information Request and without authorization. This action also violates municipal administrative recordkeeping requirements, compromising the chain of custody on records such as plans and permits on properties.
- 3) On 1/14/22, then Building Official Brandon Shoaf sent an email to Mayor Carl Joiner that read: "Just wanted to update you. Per your directive rendered on 1/12, I have submitted the city of Kemah's complaint to the State Fire Marshal's Office regarding the property at 707

Bradford. It was sent to the Complaint division. Upon any response or request from the State I will be sure to keep you informed as I receive any information.” Some of the false claims made in this report, which was provided to Mr. Shoaf to file, include Councilman Meisinger using his influence as a council member to pressure the City Administrator and Building Inspector/Fire Marshall to ignore the laws and produce a Certificate of Occupancy. In fact, these same officials and other documentation support that it was actually Mayor Carl Joiner that threatened those same city employees over the issuance of a Certificate of Occupancy for that property. Council Member Meisinger addressed this in a City Council meeting and directly asked City Administrator Walter Gant if he (Council Member Meisinger) had ever threatened him in any way; Mr. Gant stated that he did not. The letter to the State Fire Marshal’s Office also stated that “the previous tenant had left the building in the middle of the night, worried about being trapped in a (structure) fire”. This statement was also untrue; the previous tenant had vacated the property due to an issue with rent payments and had never reported any fire safety concerns.

- 4) On 6/17/21, then Building Official Brandon Shoaf was directed by Mayor Carl Joiner to issue a letter to a resident of the Bay Breeze subdivision in the City of Kemah, informing him that using his property as a Short-Term-Rental (STR), which he was fully and legally permitted to do by the City of Kemah, was against the deed restrictions of the subdivision. Mr. Shoaf reported this action to City Council, since the deed restrictions of the subdivision contain racist provisions and provisions that violate the civil rights of citizens. When Mr. Shoaf informed Mayor Carl Joiner that he would like to speak with the City Attorney on the matter, Mayor Carl Joiner told Mr. Shoaf that he was not allowed to confer with the City Attorney. When Council Members reached out to Mr. Shoaf, Mr. Shoaf replied in email “Where I am appreciative of your concern, I must admit it brings me pause in fear of retaliation from the mayor. It is my sincere belief that this type of request promotes a racially motivated hostile work environment. I am in personal fear for myself, my family to include City staff and their families of retaliation if requested actions are not carried out. To be clear, I was directed by the sitting Mayor Carl Joiner to enforce Bay Breeze subdivision deed restrictions by letters to violators within said subdivision.” Mr. Shoaf did eventually confer with the City Attorney, and after doing so, he sent the following email to Mayor Carl Joiner on 8/24/21: “Mayor Joiner, After legal opinion rendered by City Attorney, I do not agree to carry out your directive to send out the Bay Breeze STR revoked permit letters. Atty. Gregg Jr. makes it abundantly clear to me that legal ramifications can be issued.” Less than 4 hours later, Mayor Carl Joiner sent an email to Mr. Shoaf, Mr. Gant, Mr. Gregg and then City Secretary Melissa Chilcote. This email requested agenda items for the September 1, 2021, City Council meeting, including, “Consideration and Possible Action to send out a RFQ for City Attorney Services, to not approve KCDC CIP, but instead approve the Mayor’s CIP and to discuss Possible Legal Action against Gregg and Gregg, Daniel Conrad, Brandon Shoaf, Walter Gant, City Council Members, Individual and as Council Members, and four property owners in the Bay Breeze subdivision.”
- 5) In a sworn deposition given on 7/21/22 in a Federal Lawsuit involving the City of Kemah (link: <https://ecf.txsd.uscourts.gov/doc1/179141525901>), multiple statements were made by Mayor Carl Joiner that are untrue or misrepresent the truth, including but not limited to the following:

- a) On page 14 of the deposition, Mayor Carl Joiner says that he plays no role in building code enforcement; however, he has on multiple occasions intervened in building code enforcement, including but not limited to:
 - a.i) Meeting with Matt Placek (owner) regarding the Palapas building code enforcement, permits and property;
 - a.ii) Meeting with property owner Veronica Crow on 11/30/21 regarding a permit and requirements for a barndominium being constructed at 1306 Fay;
 - a.iii) Meeting with owners of Bubble Jungle on 1/27/22 regarding permits and food truck presence at the business. That same day (1/27/22) Former Building Official Brandon Shoaf emailed then Mayor Pro Tem Isaac Saldana the following. Today at approximately 10:20 I was in a meeting that included the Mayor and the Owner of Bubble Jungle. A directive by the Mayor was given to immediately issue a permit to "Lazy Sundays" under the "old ordinance." Bubble Jungle's owner was given permission (by the Mayor) to complete application at old fee of \$75 and issue a permit to him, to include "no" measures in place to remove said food trucks from location;
 - a.iv) Multiple meetings with then Building Official Brandon Shoaf and City Administrator Walter Gant regarding permits, code violations and certificates of occupancy for Matt Wiggins' properties, particularly 707 Bradford. Mayor Joiner actually contradicts his own testimony on page 54 and again on page 73 of the deposition, where he admits to meeting with multiple parties regarding their code, ordinance and permitting issues. In an email sent to City Administrator Walter Gant on 1/31/22, Doug Meisinger said in part "It is well documented that the simple task of issuing a Certificate of Occupancy for an existing structure that is not changing classifications, has been turned into a political circus by the mayor. The very fact that he is in active litigation with the building owner screams conflict of interest and he should have never been involved in any discussion or meeting pertaining to the issuance of a Certificate of Occupancy for 707 Bradford Ave."
- b) On page 21 of the deposition, Mayor Carl Joiner declares that he was "not involved" in the conversation regarding the Performance Improvement Plan for City Administrator Walter Gant; however, Mayor Joiner played an active role and in fact, the Performance Improvement Plan document was signed by Mayor Carl Joiner.
- c) On page 38 of the deposition, Mayor Carl Joiner, when presented with a copy of the official notice of resignation of Brandon Shoaf, responds that "this is the first time that I've seen this"; however, Mayor Joiner and all City Council members received an email from HR Director Olivia Briley on 1/25/22 that contained the letter.
- d) On page 42 of the deposition, where the 2/16/22 Kemah City Council Meeting is discussed, Mayor Carl Joiner indicated that it wasn't true that he didn't want the Crows putting a short-term rental on their property at 1306 Fay and didn't, in fact, recall that the property was going to be a short-term rental; however, at the beginning of that discussion in the 2/16/22 Council meeting itself, Mayor Joiner thanked Veronica Crow directly for removing the STR element from the property.
- e) On page 45 of the deposition, Mayor Carl Joiner repeats twice that he had no knowledge of the food truck being towed from the Palapas property and wasn't a part of it. However, in an email dated 10/8/21, then Building Official Brandon Shoaf reported to the Mayor and City Council via email that the property would be red-tagged and would be towed if

no action was taken, to which Mayor Joiner responded. Subsequently, on 10/11/21, Mr. Shoaf also wrote an email to the Mayor and City Council reporting that the food truck had actually been towed.

- f) On page 75 of the deposition, Mayor Carl Joiner responds, “No” when asked if he had ever asked then Building Official Brandon Shoaf to contact the Fire Marshall’s office to do an inspection on the 707 Bradford property; however, Shoaf had previously documented on 1/14/22 that he had been directed on 1/12/22 by Mayor Joiner to file a letter of complaint, which was given to him by Joiner, along with several attachments, to file with the State Fire Marshall’s Office.
- g) On pages 104-113 of the deposition, there is a detailed discussion regarding the file room in City Hall, the installation, subsequent removal and pending (at that time) re-installation of a door on the file room, the securing and chain of custody of files and city records (including, but not limited to permits, plans, and inspection reports), during which Mayor Joiner repeatedly indicates that he has no knowledge of how files and records are kept and what records are contained in the file room. However, Mayor Joiner approved open access to the file room for Sylvia Streater, a citizen volunteer. Mayor Joiner also gave direct instructions to City Administrator Walter Gant to remove the file room door, shortly after City Council ordered it installed.
- h) On pages 74-75 of the deposition, Mayor Carl Joiner claims that all he knows of the property at 707 Bradford is that it was issued a Certificate of Occupancy and says that he did not become involved in any of the issues on that property, did not “call the shots”. However, on multiple occasions, City Administrator Walter Gant and then Building Official Brandon Shoaf were directly threatened verbally by Mayor Joiner that they would lose their jobs at the City of Kemah if a Certificate of Occupancy was issued for that property.
- i) On pages 97-98 of the deposition, Mayor Carl Joiner first denies asking then Building Official Brandon Shoaf to enforce deed restrictions, then admits that he did ask Shoaf to not permit any Short-Term Rentals in the Bay Breeze subdivision, and Mayor Joiner conveyed to Shoaf a copy of the deed restrictions, which include racist provisions and are unenforceable by the City of Kemah. Shoaf was also directed by Mayor Joiner to not work or communicate with the City Attorney on this issue.
- j) On page 106 of the deposition, Mayor Carl Joiner indicates that he is not aware of any issues with missing records; however, during the 2019-2021 timeframe, the City Attorney sent several emails to Mayor Joiner demanding the return of missing records regarding City of Kemah capital projects for City Hall and the City Parking Lot. Mayor Joiner also says on page 107 that he is unaware of any issues of documents being added to a file; however, in the City Council Meeting on 2/16/22, he actively participates in a discussion regarding the property at 1306 Fay (owned by Veronica Crow) regarding a flood map that was inserted into her file without her knowledge.
- k) On page 14 of the deposition, Mayor Carl Joiner states that he does not communicate directly with City of Kemah staff members, only through the Police Chief and City Administrator and on page 100, he states “I haven’t met with any City staff by myself”; however, emails, phone call records, and verbal conversations support frequent contact with the current/past City Secretary(s), Finance Director, and current/past Building Officials.

- 6) On 11/21/22 Mayor Carl Joiner filed a lawsuit against the City of Kemah, in an attempt to release Attorney Client Privileged information and documents, after being advised by the City Attorney that releasing Attorney Client Privileged information is not in the City's best interest. Mayor Carl Joiner's actions are all the more baffling, as the documents in question are part of an on-going investigation and releasing partial and incomplete findings, would only serve to compromise the investigation.

Therefore, a formal censure of Mayor Carl Joiner is hereby issued by the Kemah City Council for his inappropriate, illegal, unacceptable, and criminal conduct.

BE IT RESOLVED THAT MAYOR, CARL JOINER is admonished to immediately cease these actions and any similar behavior; and

PASSED AND APPROVED THIS THE ____ DAY OF _____, 2023.

Doug Meisinger, Mayor Pro Tem

Attest:

Walter Gant, City Administrator

Chandra Jobb, City Secretary

Fwd: Bay Breeze STR Permit Revoked 'Letters'

1 message

Doug Meisinger <DMeisinger@kemahtx.gov>
To: "dlmeisinger@gmail.com" <dlmeisinger@gmail.com>

Thu, Dec 29, 2022 at 9:09 PM

Sent from my iPhone

Begin forwarded message:

From: Walter Gant <WGant@kemahtx.gov>
Date: August 25, 2021 at 8:11:55 AM CDT
Subject: FW: Bay Breeze STR Permit Revoked 'Letters'

I will contact Dick in reference to this email and formalize the next steps moving forward.

Thank you,

Walter Gant

From: Carl Joiner <MayorJoiner@kemahtx.gov>
Sent: Tuesday, August 24, 2021 8:10 PM
To: Brandon Shoaf <BShoaf@kemahtx.gov>
Cc: Dick Gregg Jr. <dgreggj@gregg-gregg.com>; Walter Gant <WGant@kemahtx.gov>; Melissa Chilcote <MChilcote@kemahtx.gov>
Subject: RE: Bay Breeze STR Permit Revoked 'Letters'

Melissa:

I would like to add the following to the Sept. 1 Agenda:

Add to Consent Agenda:

1. Consideration and Possible Action to send out a RFQ for City Attorney Services.
2. Do not approve KCDC CIP but instead approve the Mayor's CIP attached.

Add to Executive Session – Possible Legal Action against Gregg and Gregg, Daniel Conrad, Brandon Shoaf, Walter Gant, City Council Members, Individual and as Council Members, and four Bay Breeze violators by Bay Breeze Subdivision for City not enforcing City Ordinances No. 1143, City of Kemah Short Term Rental Applications being filled out untruthfully, Ord. 1178, 1188 and 1189. 2009 international Building Code which changes classification from Single Family to Hotel/Motel.

Please make sure this is on the Agenda.

Thanks,

Carl

Carl A. Joiner

MAYOR

CITY OF KEMAH, TEXAS

1401 Hwy 146, Kemah, TX 77565-3002 | 409.218.8210

www.kemahtx.gov

Please note that any correspondence, such as email or letters, sent to City staff or City officials, may become a public record and made available for public review.

From: Brandon Shoaf <BShoaf@kemahtx.gov>

Sent: Tuesday, August 24, 2021 4:23 PM

To: Carl Joiner <MayorJoiner@kemahtx.gov>

Cc: Dick Gregg Jr. <dgreggj@gregg-gregg.com>; Walter Gant <WGant@kemahtx.gov>

Subject: FW: Bay Breeze STR Permit Revoked 'Letters'

Mayor Joiner,

After legal opinion rendered by City Attorney, I do not agree to carry out your directive, to send out the Bay breeze STR revoked permit letters. Atty. Gregg Jr., makes it abundantly clear to me that legal ramifications can be issued.

Respectfully,

Brandon Shoaf

Chief Building Official/Fire Marshal

City of Kemah

1401 St Hwy 146

Kemah TX 77565

281-334-1611

<https://www.kemah-tx.gov/>



CONFIDENTIALITY STATEMENT

This message and all attachments are confidential and may be protected by the attorney-client and other privileges. If you are not the intended recipient, you are hereby notified that any review, use, dissemination, forwarding, printing, copying, disclosure or distribution of this communication is strictly prohibited and may be unlawful. If you believe this message has been sent to you in error, please notify the sender by replying to this transmission or by calling the Kemah City Administration at 281-334-1611, and destroy all copies of the original message. Unless expressly stated in this e-mail, nothing in this message shall be construed as a digital or electronic signature. Thank you for your cooperation.

From: Dick Gregg Jr. <dgreggj@gregg-gregg.com>
Sent: Tuesday, August 24, 2021 2:12 PM
To: Brandon Shoaf <BShoaf@kemahtx.gov>
Cc: Walter Gant <WGant@kemahtx.gov>
Subject: RE: Bay Breeze STR Permit Revoked

Nothing has changed since I issued my prior legal opinion. I do not approve following such a command from the mayor when he has no authority to order you to take such questionable action. There is no basis for revocation of a permit based on deed restrictions for single family residential use only and under the facts as they exist. A mayoral command adds no authority for you to take such an action for which you could be sued. It would need council approval and even then would be cavalier and risky business for a city council to take under these facts.

From: Brandon Shoaf <BShoaf@kemahtx.gov>
Sent: Tuesday, August 24, 2021 11:50 AM
To: Dick Gregg Jr. <dgreggj@gregg-gregg.com>
Cc: Walter Gant <WGant@kemahtx.gov>
Subject: Bay Breeze STR Permit Revoked

Atty. Gregg Jr.,

Although you have already previously rendered a legal opinion on the Bay Breeze Deed Restrictions. I have been directed by the Mayor to move forward with the "revoking" of four STR permits within the Bay Breeze subdivision. I have shared your rendered legal opinion with Mayor Joiner and still directed to proceed. Please see attached drafted letter, that I was directed to construct and send out. I am requesting that you review said letter and request once again to provide me and staff on legal opinion based on contents of letter and further advice on directive to carry out request to send out the letters.

Respectfully,

Brandon Shoaf

Chief Building Official/Fire Marshal

City of Kemah

1401 St Hwy 146

Kemah TX 77565

281-334-1611

<https://www.kemah-tx.gov/>



CONFIDENTIALITY STATEMENT

This message and all attachments are confidential and may be protected by the attorney-client and other privileges. If you are not the intended recipient, you are hereby notified that any review, use, dissemination, forwarding, printing, copying, disclosure or distribution of this communication is strictly prohibited and may

be unlawful. If you believe this message has been sent to you in error, please notify the sender by replying to this transmission or by calling the Kemah City Administration at 281-334-1611, and destroy all copies of the original message. Unless expressly stated in this e-mail, nothing in this message shall be construed as a digital or electronic signature. Thank you for your cooperation.



image001.png
55K

Fw: Directive rendered

2 messages

Doug Meisinger <DMeisinger@kemahtx.gov>
To: "dlmeisinger@gmail.com" <dlmeisinger@gmail.com>

Fri, May 6, 2022 at 9:04 AM

From: Brandon Shoaf <BShoaf@kemahtx.gov>
Sent: Thursday, January 27, 2022 12:02 PM
To: Isaac Saldana <ISaldana@kemahtx.gov>
Subject: Directive rendered

(Council Bcc)

Council member Saldana,

As Mayor Pro tem, I am emailing you directly with aspirations for clarification. Back in December a variance request was presented to council regarding 'Lazy Sundays' (at Bubble jungle) it is my understanding that council concluded with a "motion failed" not to approve the variance.

Today at approximately 10:20 I was in a meeting that included the Mayor and Owner of Bubble Jungle. A directive by the Mayor was given to immediately issue a permit to 'Lazy Sundays' under the "old ordinance." Bubble Jungle's owner was given permission (by the Mayor) to complete application at old fee of \$75 and issue permit to him, to include "no" measures in place to remove said food trucks from location.

Due to the sensitivity of the matter and the decision already rendered by council, I am seeking council's clarification to proceed with this directive that was issued to me? Please advise.

Respectfully,

Brandon Shoaf

Chief Building Official/Fire Marshal

City of Kemah

1401 St Hwy 146

Kemah TX 77565

281-334-1611

Fwd: Brandon Shoaf resignation

1 message

Doug Meisinger <DMeisinger@kemahtx.gov>
To: "dlmeisinger@gmail.com" <dlmeisinger@gmail.com>

Thu, Dec 29, 2022 at 9:00 PM

Sent from my iPhone

Begin forwarded message:

From: Olivia Briley <OBriley@kemahtx.gov>
Date: January 25, 2022 at 4:05:55 PM CST
Subject: Brandon Shoaf resignation

Good afternoon Mayor and Council,

Brandon Shoaf has turned in his resignation. His last day will be February 4, 2022. Please see attached letter for more details.

Thank you,

Olivia Briley

HR & Payroll Manager

CITY OF KEMAH, TEXAS

1401 Hwy 146, Kemah, TX 77565-3002

Ph: 281.334.1611

www.kemahtx.gov

Please note that any correspondence, such as email or letters, sent to City staff or City officials, may become a public record and made available for public review.

ATTENTION PUBLIC OFFICIALS

A "Reply All" of this e-mail could lead to violations of the Texas Open Meetings Act.

Please reply only to the sender.

2 attachments



image001.png
13K



Shoaf, Brandon resignation.pdf
32K



January 25, 2022

To: City of Kemah/ Walter Gant, City Administrator

From: Brandon Shoaf; Building Official/ Fire Marshal

Re: Letter of Resignation

To Whom It May Concern:

Allow this to serve as my official notice of resignation as the Building Official and Fire Marshal for the City of Kemah. It is my aspirations to assist in any way possible in this transitional process. It is my intent to work the remaining two weeks, with last tentative day of February 4, 2022.

Respectfully,

A handwritten signature in cursive script, appearing to read "B Shoaf", is written over the word "COPY".

COPY

Chief Building Official/Fire Marshal
City of Kemah

Fwd: Food Trucks update

1 message

Doug Meisinger <DMeisinger@kemahtx.gov>
To: "dlmeisinger@gmail.com" <dlmeisinger@gmail.com>

Thu, Dec 29, 2022 at 8:58 PM

Sent from my iPhone

Begin forwarded message:

From: Brandon Shoaf <BShoaf@kemahtx.gov>
Date: October 11, 2021 at 12:17:21 PM CDT
Subject: FW: Food Trucks update

Mayor and Council,

In an effort to maintain transparency, I wanted to update you all. Over the weekend we received voluntary compliance from the 'hot dog' food truck located at 703 7th St. Unfortunately, that was not the same case for the Palapa's food truck. It was towed at approximately 11:42 am this morning. As previously stated, the intent of this email is only to inform you all ahead any complaints you may receive. I respectfully ask of you all to keep this information in house and not use for public consumption.

Respectfully,

Brandon Shoaf

Chief Building Official/Fire Marshal

City of Kemah

1401 St Hwy 146

Kemah TX 77565

281-334-1611

<https://www.kemah-tx.gov/>

<image001.png>

CONFIDENTIALITY STATEMENT

This message and all attachments are confidential and may be protected by the attorney-client and other privileges. If you are not the intended recipient, you are hereby notified that any review, use, dissemination, forwarding, printing, copying, disclosure or distribution of this communication is strictly prohibited and may be unlawful. If you believe this message has been sent to you in error, please notify the sender by replying to this transmission or by calling the Kemah City Administration at 281-334-1611, and destroy all copies of the original message. Unless expressly stated in this e-mail, nothing in this message shall be construed as a digital or electronic signature. Thank you for your cooperation.

From: Carl Joiner <MayorJoiner@kemahtx.gov>
Sent: Friday, October 08, 2021 1:29 PM
To: Brandon Shoaf <BShoaf@kemahtx.gov>
Subject: Re: Food Trucks (Tagged)

Thanks!

Carl A. Joiner

MAYOR

CITY OF KEMAH, TEXAS

1401 Hwy 146, Kemah, TX 77565-3002 | 409.218.8210

www.kemahtx.gov

Please note that any correspondence, such as email or letters, sent to City staff or City officials, may become a public record and made available for public review.

Sent from my iPhone

On Oct 8, 2021, at 11:52 AM, Brandon Shoaf <BShoaf@kemahtx.gov> wrote:

Mayor and Council,

In an effort to maintain transparency, I wanted to make you all aware that due to our new City ordinance regarding 'food trucks' three food trucks were tagged and order to be moved by 10/11/2021 @ 7am. At which time if found still in violation will be towed at Owner's expense.

Where complaints are anticipated to follow, the intent of this email is only to inform you all ahead of any phone calls that you may receive. In a normal circumstance a deadline to remove would be within 24 hours, however due to the new implantation of the ordinance, I have elected to extend through the weekend. Shall any questions remain please feel free to contact Walter or myself.

Mayor I have placed a copy of new ordinance outside your door to be signed.

Have a great and safe weekend!

Respectfully,

Brandon Shoaf
Chief Building Official/Fire Marshal
City of Kemah
1401 St Hwy 146
Kemah TX 77565
281-334-1611
<https://www.kemah-tx.gov/>
[cid:image001.png@01D7BC34.C08CC050]

CONFIDENTIALITY STATEMENT

This message and all attachments are confidential and may be protected by the attorney-client and other privileges. If you are not the intended recipient, you are hereby notified that any review, use, dissemination, forwarding, printing, copying, disclosure or distribution of this communication is strictly prohibited and may be unlawful. If you believe this message has been sent to you in error, please notify the sender by replying to this transmission or by calling the Kemah City Administration at 281-334-1611, and destroy all copies of the original message. Unless expressly stated in this e-mail, nothing in this message shall be construed as a digital or electronic signature. Thank you for your cooperation.



<10.11.21.1.jpg>
<10.11.21.2.jpg>
<10.11.21.3.jpg>
<10.11.21.4.jpg>

Recap & Request

Doug Meisinger <doug@vinyl draught.com>

Mon 1/31/2022 4:06 PM

To: Walter Gant <WGant@kemahtx.gov>

 9 attachments (26 MB)

2021.08.11 Assignment of Membership Interests - Fully Executed.pdf; 707 Bradford -Approval Door Stairs 01.27.2022.pdf; 707 BRADFORD INSTALL DOOR & STAIRS.docx; Image 1.jpg; Image 2.jpg; Image 3.jpg; Image 4.jpg; Image 5.jpg; Image 6.jpg;

Walter,

Just wanted to recap last week's discussion on the Certificate of Occupancy for Vinyl Draught Social Club and make a request.

Based on the inspection performed by BBG, there were the following issues and these were all that was required to clear up, in order for a Certificate of Occupancy to be issued.

1. There were open spaces within the breaker box that will need blanks installed. This has been corrected. (Photo attached)
2. An additional exit sign will be required in the 2nd floor social room. One has been installed and another has been replaced. (Photo attached)
3. In the kitchen the electrical outlet to the right of the 3-compartment sink is within 6' of the sink and is required to be a GFCI protected outlet. This has been corrected. (Photo attached)
4. There are two electrical wires connected with electrical tape only that will need to be replaced with code compliant wiring and connected in an approved junction box. This has been corrected. (Photo attached)
5. There is an air conditioning duct attached to the type- I hood in the kitchen and will need to be certified that the attached A/C duct and registers on the front of the hood are compliant with the hoods listing. This has been inspected and the form states that the duct is compliant. (Photos attached)
6. Due to the second floor not being/leading to a level of exit discharge the building is required to be sprinklered. Engineered drawings have been submitted and approved for a fire escape staircase on the 2nd floor, leading outside. (Approved drawing and permit attached)

Kemah City Ordinance 1181 reads as follows.

Sec. 18-2. - Status of compliance of a structure.

Any building code of the city currently in effect shall be amended to achieve the following result: any structure code compliant with city regulations when the building was eligible for a certificate of occupancy shall remain code compliant unless the structure is modified more than 50 percent in value by new improvements or by repairs constituting 50 percent cost of reconstruction of the damaged or deteriorated structure. If the renovations or repairs exceed 50 percent as measured herein, the revised or repaired structure must be compliant with the codes and regulations in effect at the time of renovation or repair. All repairs require a building permit which shall indicate whether or not the current codes or the former codes are controlling of the new construction.

- (b) Any conflict between a Code of the city and this section shall be resolved in favor of this section.

1. Based on this ordinance, it is my firm belief (as well as the belief of the building owner and multiple attorneys) that the fire escape that is being installed is not required and should have no bearing on the issuance of a Certificate of Occupancy. The building owner agreed to installing a fire escape, based on my request to do so and my desire to provide this to my customers, should the need ever arise.
2. It is well documented that the simple task of issuing a Certificate of Occupancy for an existing structure that is not changing classifications, has been turned into a political circus by the mayor. The very fact that he is in active litigation with the building owner screams conflict of interest and he should have never been involved in any discussion or meeting pertaining to the issuance of a Certificate of Occupancy for 707 Bradford Ave.
3. As for the TABC license being in the name of Bradford Street Ventures, LLC, I purchased Bradford Street Ventures, LLC on the 11th of August, 2021 (attached). It requires no transfer.
4. I am respectfully requesting that the Certificate of Occupancy for Vinyl Draught Social Club at 707 Bradford Ave be issued today.

Thanks,
Doug Meisinger

Doug Meisinger
Proprietor - Vinyl Draught Social Club
President - Vinyl Draught, LLC

Tel: 281-334-9463 / Mobile 281-832-0176

www.vinyldraughtclub.com



Please consider the environment before printing this e-mail.

From: Brandon Shoaf
Sent: Friday, January 14, 2022 5:19 PM
To: Carl Joiner
Subject: City of Kemah Complaint to the State FMO

Mayor Joiner,

Just wanted to update you. Per your directive rendered on 1/12, I have submitted the city of Kemah's complaint to the State Fire Marshal's Office regarding the property at 707 Bradford. It was sent to the Complaint division. Upon any response or request from the State I will be sure to keep you informed as I receive any information.

Respectfully,

Brandon Shoaf

Chief Building Official/Fire Marshal
City of Kemah
1401 St Hwy 146
Kemah TX 77565
281-334-1611
<https://www.kemah-tx.gov/>



CONFIDENTIALITY STATEMENT

This message and all attachments are confidential and may be protected by the attorney-client and other privileges. If you are not the intended recipient, you are hereby notified that any review, use, dissemination, forwarding, printing, copying, disclosure or distribution of this communication is strictly prohibited and may be unlawful. If you believe this message has been sent to you in error, please notify the sender by replying to this transmission or by calling the Kemah City Administration at 281-334-1611, and destroy all copies of the original message. Unless expressly stated in this e-mail, nothing in this message shall be construed as a digital or electronic signature. Thank you for your cooperation.

Texas State Fire Marshall
112 FM, 333 Guadalupe
P.O. Bos 149104
Austin, Texas 78714-9104

Dear Sir:

I am writing to formally request for an investigator to investigate a property at 707 Bradford Street in Kemah, Texas. This property is owned by Mr. Matt D. Wiggins Jr. The City of Kemah has relentlessly been bullied into issuing a Certificate of Occupancy for this address so Mr. Wiggins and his partner Mr. Doug Meisinger can open a business called "Vinyl Draught Social Club". This property does not meet the 2009 Building Codes and Life Safety Codes that the City of Kemah has adopted and numerous other City of Kemah ordinances.

I can not turn a blind eye to the deficiencies that persist at this building. Our City Administrator and our Building Inspector/ Fire Marshall continue to be pressured to ignore the laws and produce a Certificate of Occupancy. Their jobs have been threatened to ignore the law. Mr. Meisinger is a City of Kemah Councilman and is using his influence and position to pressure these officials.

The City of Kemah building inspector Brandon Shoaf did issue a "Notice of Violation" tag on the property on November 23rd, 2021. The most serious threat is the lack of a second means of egress for the second level when the only way to escape is the stairway right next to the first floor kitchen. Previous restaurant tenants have left the building in the middle of the night worried about being trapped in a fire. Mr. Wiggins has been told what he has to do to make this property compliant and he refuses to do the work. The property is not ADA compliant and does not meet the City Parking ordinance.

Mr. Wiggins has a history with the State Fire Marshall's office. He owns many properties in the City of Kemah. I am including two cases of inspections that your office conducted in 2011. I am also including documents to show how he fired the Fire Chief Larry Suniga in 2010 when he refused to issue permits for Mr. Wiggins non complying properties. Mr. Suniga sued.

Even without a certificate of occupancy, Mr. Meisinger has been posting on social media entertaining the public at this property for cigars and liquor. In addition all Kemah, Clear Lake Shores and Lazy Bend, Texas citizen's were invited by Mr. Wiggins to a Christmas party on December 19th from 7:00 p.m. until ?. He states the host is "Former Mayor Matt Wiggins". For a history lesson, Mr Wiggins served as Mayor for two years from 2009 through 2011. The FBI came to town after he was Mayor and sent records to the Galveston County DA in 2012.

An attendee of the party stated that Mr. Wiggins fun of the City employees for not issuing the certificate.

Mr. Wiggins and Mr. Meisinger have no business using this property for the public until he complies with all Federal, State and City Codes. We would appreciate an investigation. We are considered District 3 in Kemah because we are in Galveston County. We would appreciate you inspection of this property at your earliest convenience.

Attachments:

1. Lawsuit Filed by Former Fire Chief Larry Suniga
2. State Fire Marshall's Inspection Division Report on Captains' Quarters Property in 2011
3. State Fire Marshall's Inspection Division Report on Seaside Inn in 2011
4. Galveston County Appraisal Record of owner of 707 Bay Avenue, Kemah, Texas
5. Copy of the City of Kemah Notice of Violation on November 23, 2021, photograph's and emails.
6. Christmas party invitation to the public by Mr. Wiggins at his former Kemah Steakhouse that is at 707 Bradford in Kemah, Texas.
7. Copies of Mr. Doug Meisinger social media posts about entertaining the public at the Vinyl Draught Social Club November 12, 2021.

There were 67 permit applications of some sort produced for Wiggins' properties. 5 of these permit applications were sign permit applications. This leaves 62 building-related permit applications.

Of these 62, 30 of the permit applications were for properties that we have no records of ANY inspections being performed (highlighted in yellow in the spreadsheet). Two permit applications were so faded I couldn't ascertain the date on the application.

Of the remaining 31 permits, I did not see any applicable inspection in the files we were provided in the time around the request for inspection for 16 of them.

This leaves 15 permit applications where an inspection of some sort was performed near the date of the application. All these inspections were passed within a few weeks of the request.



From: Mayor J.

Address	Type of Permit	Date of Application
20 W 7TH	Residential Building Permit Application	7/5/2012
20 W. 8th	Building Permit Application	4/12/2011
20 W. 8th	Electrical Permit Application	5/3/2010
20 W. 8th	Commercial/Residential Permit Application	2015
25 W. 7th	Building Permit Application	4/8/2010
25 W. 7th	Residential Building Permit Application	7/5/2012
25 w. 8th	Residential Building Permit Application	7/5/2012
30 w. 8th	Commercial/Residential Permit Application	?
75 1/2 W 7th	Demolition Permit Application	11/17/2011
75 1/2 W 7th	Permit Application	11/17/2011
75 1/2 W 7th	Mechanical Permit Application	12/20/2011
75 1/2 W 7th	Permit Application	12/19/2011
75 1/2 W 7th	Permit Application	12/27/2011
100 FM 2094	Sign Permit Application	5/20/2011
100 FM 2094	Sign Permit Application	6/3/2011
215 Kipp	Commercial Plumbing Permit	5/4/2017
502 Texas	Certificate of Occupancy	3/21/2011
502 Texas	Commercial Building Permit Application	9/26/2012
503 Bradford	Certificate of Occupancy Application	9/8/2016
506 Caroyln	Residential Building Permit Application	7/5/2012
512 7th St.	Certificate of Occupancy Application	10/10/2011
512 7th St.	Commercial Building Permit Application	10/11/2011
512 7th St.	Commercial Permit Application	4/8/2013
603 Bradford	Certificate of Occupancy Application	4/2/2012
603 Bradford	Commercial Plumbing Permit	12/12/2011
603 Bradford	Sign Permit Application	2/10/2017
603 Bradford	Certificate of Occupancy Application	2/21/2017
603 Bradford	Certificate of Occupancy Application	6/26/2018
603 Bradford	Sign Permit Application	8/8/2018
603 Bradford	Sign Permit Application	9/6/2018
700 Kipp	Commercial Building Permit Application	4/16/2012
700 Kipp	Commercial Building Permit Application	4/13/2012
700 Kipp	Commercial Building Permit Application	7/13/2012
700 Kipp	Commercial Building Permit Application	?
700 Kipp	Commercial Plumbing Permit	7/20/2018
700 Kipp	Commercial Plumbing Permit	8/28/2019
700 Kipp	Certificate of Occupancy Application	9/12/2019
700 Kipp	Commercial Plumbing Permit	9/27/2019
701 Bay Ave	Electrical Permit Application	4/21/2010
701 Bay Ave	Plumbing Permit Application	4/29/2010
701 Bay Ave	Permit Application	7/15/2010
701 Bay Ave	Permit Application	8/20/2010
701 Bay Ave	Residential Permit Application	3/18/2014
701-703 Kipp	Residential Building Permit Application	7/5/2012

Re: 707 Bradford

Doug Meisinger <DMeisinger@kemahtx.gov>

Mon 11/1/2021 6:32 PM

To: Brandon Shoaf <BShoaf@kemahtx.gov>

Cc: Walter Gant <WGant@kemahtx.gov>; Doug Meisinger <doug@vinyl draught.com>

Who all is contacting you? Walter referred me to Tim, who said the building didn't require a fire system and would pass that onto you. I've received a couple of estimates, but I haven't asked anyone to contact the city. Also, as this is a business issue and has nothing to do with my role on City Council, please send all emails regarding this to doug@vinyl draught.com.

Thanks,
Doug

Sent from my iPhone

On Nov 1, 2021, at 3:35 PM, Brandon Shoaf <BShoaf@kemahtx.gov> wrote:

Councilman Meisinger,

I have received multiple inquiries regarding 707 Bradford. It has come to my attention that the information you've received is believed not to be in line with what the stipulations within the fire code are.

To clarify, at the present time the City of Kemah has not received any request for applications for permits for the stated address. There has been numerous of inquiries regarding fire protection/suppression systems regarding stated address. I request that all appropriate permits are pulled prior to any further inquiries to allow the appropriate procedures to commence.

Shall any questions remain regarding this project, please email them to me to help minimize the potential of miscommunication.

Respectfully,

Brandon Shoaf

Chief Building Official/Fire Marshal

City of Kemah

1401 St Hwy 146

Kemah TX 77565

281-334-1611

<https://www.kemah-tx.gov/>

<image001.png>

Re: 707 Bradford's debris on 709 Bradford Lot

Doug Meisinger <doug@vinyl draught.com>

Mon 11/22/2021 3:41 PM

To: Brandon Shoaf <BShoaf@kemahtx.gov>

Cc: Walter Gant <WGant@kemahtx.gov>

Brandon,

I have someone scheduled to come tomorrow with a roll off to get this taken care of.

Many thanks,
Doug

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

From: Brandon Shoaf <BShoaf@kemahtx.gov>

Sent: Wednesday, November 10, 2021 9:22:16 AM

To: Doug Meisinger <doug@vinyl draught.com>

Cc: Walter Gant <WGant@kemahtx.gov>

Subject: 707 Bradford's debris on 709 Bradford Lot

Doug,

City couldn't help but to notice the debris on 709 Bradford's vacant lot. I understand there is ongoing work at 707 Bradford to include recent fence replacement. My question is, are these remains from 707 Bradford? If this is the case when can the City expect the effort of removal? If not associated with the recent remodel of 707 Bradford please advise and I will reach out to property Owner of 709. Have a great day.

<p style="text-align: right;">13</p> <p>1 from that point on, we hadn't been friends.</p> <p>2 Q Okay. Now, who was that person?</p> <p>3 A Ronnie -- Can't remember Ronnie's last name but...</p> <p>4 Q Okay. That's okay. What -- What was the -- What</p> <p>5 was the problem that at least she thought about Ronnie?</p> <p>6 A To be sure, I'm not sure.</p> <p>7 Q Okay. And what about before the campaign season in</p> <p>8 the 2021 election, did you have any disputes with Matt</p> <p>9 Wiggins?</p> <p>10 A Before the '21? He had turned in 2019 for the same</p> <p>11 reason that Terri turned, that I didn't support their</p> <p>12 candidate.</p> <p>13 Q Okay. So as the Mayor, tell me what -- what you do</p> <p>14 on a day-to-day basis.</p> <p>15 A Well, this is a strong Mayor city and it's a -- I'm</p> <p>16 a volunteer, nonpaid. So for the most part, I'm here once a</p> <p>17 week during the afternoons, to communicate with our City</p> <p>18 Administrator and our Police Chief; and then prepare for</p> <p>19 Council meetings, and, occasionally, might sit in on a</p> <p>20 meeting.</p> <p>21 Q Okay. So what types of things do you go over with</p> <p>22 the City Administrator at that meeting each week?</p> <p>23 A Well -- So our City government, again, is a strong</p> <p>24 Mayor. I'm over the City Administrator and the Police Chief.</p> <p>25 That's it. City Administrator's over the City Hall side.</p>	<p style="text-align: right;">15</p> <p>1 enforcement?</p> <p>2 A No.</p> <p>3 Q Okay. Let's see. I think it's Exhibit 1 -- or,</p> <p>4 sorry -- Exhibit 5. I'm handing you what's been marked as</p> <p>5 Exhibit 5.</p> <p>6 MR. HELFAND: Let's just put on the record</p> <p>7 that Exhibit 5 is -- What was that number, again? Can I see</p> <p>8 that for one second, Mayor.</p> <p>9 THE WITNESS: Sure.</p> <p>10 MR. HELFAND: Thanks. Exhibit 5 is Kemah 834</p> <p>11 and 835. Thanks.</p> <p>12 Q Okay. The -- I've just handed Exhibit 5, which is</p> <p>13 titled "Performance Improvement Plan"?</p> <p>14 A Uh-huh.</p> <p>15 Q Well, first, let me just ask you. What is a</p> <p>16 performance improvement plan?</p> <p>17 A In this particular case, Council asked to review</p> <p>18 Walter Gant and come up with some things that he could</p> <p>19 improve on; and as Mayor, I was the one responsible to -- to</p> <p>20 sign it.</p> <p>21 Q Okay. So who -- who drafted this document?</p> <p>22 A I'm assuming, the City Secretary. I don't recall.</p> <p>23 Q Okay. And this was -- If you look down, it's --</p> <p>24 it's to Walter Gant, City Administrator, from you, Carl</p> <p>25 Joiner, as Mayor, dated February 8th, 2022. And it starts</p>
<p style="text-align: right;">14</p> <p>1 Police Chief is over the Police side. So I don't necessarily</p> <p>2 communicate with them, our City staff or police. And my</p> <p>3 duties are to -- Council sets budget and policy. It's my</p> <p>4 responsibility to carry it out.</p> <p>5 Q Okay. And when you say it's a -- "a strong</p> <p>6 Mayor" -- "Kemah's a strong Mayor city," what -- what do you</p> <p>7 mean by that?</p> <p>8 A Well, I'm the CEO of the City.</p> <p>9 Q Okay. And so by contrast, what would be a -- a</p> <p>10 weak Mayor city; and how is that different?</p> <p>11 A Well, the other one would be City Manager form of</p> <p>12 government.</p> <p>13 Q Okay. And so with respect to matters involving,</p> <p>14 you know, Building Code enforcement, what role do you play in</p> <p>15 that --</p> <p>16 A None.</p> <p>17 Q -- in enforcement actions?</p> <p>18 A None.</p> <p>19 Q Okay.</p> <p>20 A I had staff for that.</p> <p>21 Q Okay. So are there any types of code enforcement</p> <p>22 actions that require your approval?</p> <p>23 A No.</p> <p>24 Q Do -- Do you give directives to the City</p> <p>25 Administrator with respect to matters relating to code</p>	<p style="text-align: right;">16</p> <p>1 off by saying, "Over -- Over the course of your assignment as</p> <p>2 City Administrator, Police Chief of the City of Kemah, which</p> <p>3 began October 1st, 2019, and October 1st, 2021, was modified</p> <p>4 to assume only the -- only the duties of City Administrator,</p> <p>5 it has become increasingly evident that you have not been</p> <p>6 performing your assigned work in accordance with what is</p> <p>7 expected of you."</p> <p>8 And it says, "You have failed to address major</p> <p>9 deficiencies within the City's departments and/or disregard</p> <p>10 directives given by the Mayor and City Council."</p> <p>11 And then when you go further down, there's a list</p> <p>12 of items starting with Item No. 1, that, "You have failed at</p> <p>13 times to follow Mayor's, Council's directive," and you get --</p> <p>14 it gives a list of three examples.</p> <p>15 What was -- What was -- Just as -- as a bigger</p> <p>16 picture, what was the major problem with Walter Gant's</p> <p>17 performance?</p> <p>18 MR. HELFAND: Objection, vague as to "major</p> <p>19 problem." It also assumes facts not in evidence that there</p> <p>20 was a major problem.</p> <p>21 Q You can still answer.</p> <p>22 A Again, this is a Council directive. You know, as</p> <p>23 Mayor, I don't vote. I'm responsible for carrying out their</p> <p>24 actions by signing this document.</p> <p>25 Q Okay. Well, one -- one of the things on here, Item</p>

<p style="text-align: right;">21</p> <p>1 A Again, I -- I was not involved, really, in the 2 conversation. Okay? 3 Q Well -- Okay. But -- Well -- But you, as the -- as 4 the Mayor, implement what the -- just like when -- how you 5 signed this document, you'd implement what the City Council 6 votes on and approves. Correct? 7 A Right. 8 Q Okay. 9 A And, again, I don't vote. 10 Q Right. And -- And you oversee the City 11 Administrator. Correct? 12 A Correct. 13 Q And you oversee the building official. 14 A No. 15 Q Okay. Who oversees the building official? 16 A City Administrator. 17 Q Okay. So with respect to permitting Building Code 18 and certificates of oc-- of occupancy issues, what role do 19 you play in the decision-making with respect to issuance or 20 revocation -- 21 A None. 22 Q -- of those things? None? 23 A None. None. 24 Q Okay. So that's solely the City Administrator's 25 duty or that that -- that's -- that falls under his</p>	<p style="text-align: right;">23</p> <p>1 Q Okay. Then, who -- who makes that decision? 2 A Of revoking? 3 Q Of revoking the cert-- certificate -- 4 A It would come from -- 5 Q -- of occupancy. 6 A -- the permitting department. 7 Q And who -- who is in charge of the permitting 8 department? 9 A Walter Gant. 10 Q The City Administrator -- 11 A Uh-huh. 12 Q -- Walter Gant? 13 Okay. So the building official would have to get a 14 directive from Walter Gant to revoke a certificate of 15 occupancy. Is that -- 16 MR. HELFAND: Objection -- 17 Q -- your testimony? 18 MR. HELFAND: -- calls -- Sorry. Calls for 19 speculation and a legal conclusion. 20 A The inspector probably could do it without his 21 approval. 22 Q The -- The building official? 23 A Uh-huh. 24 Q Okay. And what about -- Same question, but who 25 authorizes the issuance of -- of a building permit?</p>
<p style="text-align: right;">22</p> <p>1 authority? 2 A Yes. 3 Q Okay. And what if -- what if the -- What if 4 there's a difference of -- in agreement between City Council 5 and City Administrator? 6 A In reference to, what? 7 Q If -- For example, if a stop work order is issued 8 on a -- on a project by the -- and -- and City Administrator 9 tells the building official to -- to red-tag a building. If 10 the City Council disagrees with that decision, how is that 11 handled? 12 A Well, number one, it would have to come and be on 13 the -- the agenda and someone would have to put it on the 14 agenda. 15 Q Okay. 16 A Okay? So -- Trying to think what the policy 17 says -- But I don't recall right now, since I've been Mayor, 18 where Council is overridden. 19 Q Okay. So if the building official revokes the 20 certificate of occupancy, for example, that would have to be 21 approved by Council? 22 A No. 23 Q Okay. 24 MR. HELFAND: Let me object. That calls for a 25 legal conclusion, by the way. But your answer's fine.</p>	<p style="text-align: right;">24</p> <p>1 A More often than not, probably the inspector. 2 Q The -- Is that -- When you say "inspector," do you 3 mean building official? 4 A Yeah. 5 Q Okay. Well, just from your perspective, where -- 6 are -- do you think Brandon Shoaf did a good job while he was 7 the building official? 8 MR. HELFAND: Objection, calls for 9 speculation. 10 A Yeah. That's not my role as Mayor. 11 Q Well, no. I'm just asking you from what you know 12 about his performance, do you think he did a good job? 13 MR. HELFAND: Objection, asked and answered; 14 and calls for speculation. The man's already answered the 15 question. You can answer it again. 16 MR. KILPATRICK: No, no. 17 A Yeah, it's been answered. You want to read it 18 back? 19 Q So you -- So you did -- I -- I thought you said, 20 "That's not my role." 21 MR. HELFAND: Right. 22 Q Well, let me just -- 23 MR. HELFAND: He just -- 24 A That's my answer -- 25 MR. HELFAND: He told you he doesn't have an</p>

READING COPY FOR SIGNATURE

<p style="text-align: right;">37</p> <p>1 Mr. Kilpatrick, no matter how many times you say it, so stop.</p> <p>2 If you have a question for the witness, now's</p> <p>3 the time to ask; otherwise, we're going to consider the</p> <p>4 deposition suspended. Go ahead.</p> <p>5 Q Okay.</p> <p>6 MR. HELFAND: You know the Talking Heads?</p> <p>7 MR. KILPATRICK: Yeah, I like the Talking</p> <p>8 Heads.</p> <p>9 MR. HELFAND: "Singing it don't make it so,"</p> <p>10 is one of their lines.</p> <p>11 MR. KILPATRICK: Oh, you used that one at the</p> <p>12 last deposition.</p> <p>13 MR. HELFAND: It -- It's -- It's apt in your</p> <p>14 case.</p> <p>15 MR. KILPATRICK: The record speaks for itself.</p> <p>16 Q Okay. Mr. Joiner, are you ready to proceed?</p> <p>17 A Yes.</p> <p>18 Q Okay.</p> <p>19 MR. HELFAND: He is Mayor Joiner.</p> <p>20 MR. KILPATRICK: Okay. So Mayor Joiner.</p> <p>21 Q Okay. So back to Brandon Shoaf. When was his</p> <p>22 employment with the City terminated as a building official?</p> <p>23 A I don't recall.</p> <p>24 Q Okay. But was it approximately in January, 2022?</p> <p>25 MR. HELFAND: Objection, witness speculation.</p>	<p style="text-align: right;">39</p> <p>1 Q Okay. So today is the first date you've seen this</p> <p>2 document?</p> <p>3 A Yes.</p> <p>4 Q So... Now I'll ask you again in a dif-- about a</p> <p>5 different part of this. What -- What brought about</p> <p>6 Mr. Shoaf's resignation?</p> <p>7 MR. HELFAND: Objection, speculation.</p> <p>8 A I don't know.</p> <p>9 Q If this -- If today's the first time you've seen</p> <p>10 this document, that's a letter of resignation, how did you</p> <p>11 even know that he resigned?</p> <p>12 A I didn't for awhile, to tell you the truth. I'm</p> <p>13 not -- I'm not over him.</p> <p>14 Q Sir?</p> <p>15 A I'm not over him. Walter Gant is.</p> <p>16 Q Oh, okay.</p> <p>17 A And just so you know, there's an ordinance that I</p> <p>18 don't have firing powers. Okay?</p> <p>19 Q Okay. So -- So your role as the Mayor, you -- you</p> <p>20 don't have the power to -- to fire the building official?</p> <p>21 A No.</p> <p>22 Q Okay. So --</p> <p>23 A I don't even have the power to fire City</p> <p>24 Administrator.</p> <p>25 Q Okay.</p>
<p style="text-align: right;">38</p> <p>1 A I -- I don't -- I don't recall really.</p> <p>2 Q Okay. And -- Well, looking at that letter that's</p> <p>3 sitting in front of you, Exhibit 5 --</p> <p>4 A This one?</p> <p>5 Q Yes. It's dated February 8th, 2022. At this point</p> <p>6 in time, had -- Well -- And -- And actually look at also the</p> <p>7 other exhibit, 6, right here.</p> <p>8 MR. KILPATRICK: You can take your copy back,</p> <p>9 Bill.</p> <p>10 MR. HELFAND: Exhibit 6 is number --</p> <p>11 MR. KILPATRICK: Is -- Is this one.</p> <p>12 MR. HELFAND: -- 1032.</p> <p>13 Q So I put in front of you Exhibit 6, and it purports</p> <p>14 to be a letter from Brandon Shoaf, building official, fire</p> <p>15 marshal, to City of -- City of Kemah, Walter Gant, City</p> <p>16 Administrator, dated January 25th, 2022.</p> <p>17 A Okay.</p> <p>18 Q And it states that, "Allow this to serve as my</p> <p>19 official notice of resignation as the building official and</p> <p>20 fire marshal for the City of Kemah." So was this the date --</p> <p>21 A I -- I don't know.</p> <p>22 Q -- he actually resigned?</p> <p>23 A This is the first time I've seen that --</p> <p>24 Q Okay.</p> <p>25 A -- seen this.</p>	<p style="text-align: right;">40</p> <p>1 A Only Council can.</p> <p>2 Q Okay. Thank you, for pointing that out.</p> <p>3 So was Mr. Shoaf's resignation brought before</p> <p>4 Council in any meetings that you attended?</p> <p>5 A Not specifically.</p> <p>6 Q Okay.</p> <p>7 A It's not required.</p> <p>8 Q Okay. Well, was the termination of his employment</p> <p>9 discussed at any Council meetings?</p> <p>10 A I don't think so.</p> <p>11 Q Were there any Council meetings where -- that you</p> <p>12 attended, where Council members expressed their, I guess,</p> <p>13 complaints about his performance?</p> <p>14 A That would not be done in a open Council meeting.</p> <p>15 Q Okay. Do you recall in February -- February 16th,</p> <p>16 2022, there's a City Council meeting where the -- Veronica</p> <p>17 Crow and her husband came and addressed Council about issues</p> <p>18 related to their property on Bay Street?</p> <p>19 A Yes.</p> <p>20 Q Okay.</p> <p>21 MR. KILPATRICK: Oh, wait.</p> <p>22 (Whereupon, Mr. Kilpatrick is on the phone</p> <p>23 with Court staff.)</p> <p>24 Q Okay. So the -- Again, back to the February 16,</p> <p>25 2022, City Council meeting, the Crows expressed their</p>

READING COPY FOR SIGNATURE

READING COPY FOR SIGNATURE

<p style="text-align: right;">41</p> <p>1 concerns about what information they were getting from</p> <p>2 Mr. Shoaf in regard to getting permits for their project</p> <p>3 that -- on the Bay Street property?</p> <p>4 MR. HELFAND: Excuse me. That assumes facts</p> <p>5 not in evidence.</p> <p>6 Q Do you remember that?</p> <p>7 MR. HELFAND: Do you remember whether that was</p> <p>8 what happened?</p> <p>9 THE WITNESS: No.</p> <p>10 A I remember that they were at the meeting, yes.</p> <p>11 Q Okay. Well, tell me what you remember about what</p> <p>12 they had to say at that City Council meeting.</p> <p>13 A It was somewhat of a contentious Council meeting,</p> <p>14 in that the neighbors were -- were very upset at them, that</p> <p>15 it appeared they were doing things on their site without</p> <p>16 permits, et cetera, and so they brought it to City Council.</p> <p>17 Q Okay. And do you recall Doug Meisinger stating</p> <p>18 what he learned about the situation during the City Council</p> <p>19 meeting?</p> <p>20 A Somewhat, yeah.</p> <p>21 Q Okay. And -- Well -- And -- And you actually met</p> <p>22 with the Crows before that City Council meeting to discuss</p> <p>23 their project. Correct?</p> <p>24 A Yes.</p> <p>25 Q And isn't it true you didn't want them putting</p>	<p style="text-align: right;">43</p> <p>1 facts not in evidence.</p> <p>2 Q Do you --</p> <p>3 A No.</p> <p>4 Q Okay. So there was also a gentleman who spoke at</p> <p>5 the hearing about his project for the food -- food truck</p> <p>6 park. Do you recall that?</p> <p>7 A At that meeting?</p> <p>8 Q Yes.</p> <p>9 A No.</p> <p>10 Q Or -- Or -- Was there an agenda item on that for</p> <p>11 the approval of a food truck park?</p> <p>12 A I don't recall.</p> <p>13 Q You don't? Are you familiar with the -- the food</p> <p>14 truck park at -- for the property called Bu-- Bubble</p> <p>15 Jungle --</p> <p>16 A Yes.</p> <p>17 Q -- next door to -- And it -- That's next door to</p> <p>18 Palapas.</p> <p>19 A Yes.</p> <p>20 Q Okay. And did the City approve a food truck park</p> <p>21 to be located at -- at that property adjacent to Palapas'</p> <p>22 property?</p> <p>23 A Yes.</p> <p>24 Q Okay. And -- So from the time that you have been</p> <p>25 Mayor, approximately, how many food trucks in the City of</p>
<p style="text-align: right;">42</p> <p>1 short-term rentals on that property? Is that a fair</p> <p>2 statement?</p> <p>3 A No.</p> <p>4 Q Okay. What -- What -- What did you discuss with</p> <p>5 the Crows with respect to the short-term rental part of that</p> <p>6 project?</p> <p>7 A Number one, I don't recall that it was short-term</p> <p>8 rental. What it was, was a barndominium, and the neighbors</p> <p>9 were upset about that.</p> <p>10 Q Okay. Just -- At this City Council meeting, do you</p> <p>11 recall stating that --</p> <p>12 MR. KILPATRICK: Oh, that's your phone.</p> <p>13 Q (CONTINUING) -- do you recall stating something</p> <p>14 along the lines of you were glad that they took out the</p> <p>15 short-term rental component of their project?</p> <p>16 MR. HELFAND: Objection, assumes facts not in</p> <p>17 evidence.</p> <p>18 A I don't recall that.</p> <p>19 Q Okay. And do you also recall Doug Meisinger</p> <p>20 making -- making statements about how the City had targeted</p> <p>21 certain businesses in the City that they've shut down even</p> <p>22 though they had permits?</p> <p>23 A No.</p> <p>24 Q You don't remember that?</p> <p>25 MR. HELFAND: Excuse me. That also assumes</p>	<p style="text-align: right;">44</p> <p>1 Kemah had City permits to operate food trucks within the</p> <p>2 City?</p> <p>3 MR. HELFAND: Objection, calls for</p> <p>4 speculation.</p> <p>5 A I -- I don't recall.</p> <p>6 Q Okay. Do you recall Brandon Shoaf speaking at a</p> <p>7 City Council meeting in August, 2021, stating that there was</p> <p>8 only one food truck in the City that had a City permit?</p> <p>9 MR. HELFAND: Hang on. That's a multifarious</p> <p>10 question. There's two questions there. Does he consider --</p> <p>11 remember him speaking; and do you -- does he know what he</p> <p>12 said? Which one do you want him to answer?</p> <p>13 MR. KILPATRICK: Either one.</p> <p>14 MR. HELFAND: Well, no. He -- We have to know</p> <p>15 which one he's answering 'cause if he says yes to one and no</p> <p>16 to the other. Look, just -- Do you want to know if he</p> <p>17 recalls Mr. Shoaf speaking at all at that Council meeting or</p> <p>18 do you want him to -- to tell you whether he remembers</p> <p>19 Mr. Shoaf ever saying what you claim you think Mr. Shoaf</p> <p>20 said?</p> <p>21 Q Did you understand my question?</p> <p>22 A Could you repeat that, please.</p> <p>23 MR. HELFAND: It doesn't matter whether he</p> <p>24 understands it. He's not answering it, so -- You either --</p> <p>25 It's a multifarious question. It's not a fair question</p>

'cause it's a multifarious question. Just break it up into two questions.

Q Okay. Do you recall Brandon Shoaf speaking at any City Council meeting about the number of food truck permits that had been issued by the City?

A No.

Q Never?

A Correct.

MR. HELFAND: He does that a lot, where he'll say something and you tell him the answer and then he says, "That's your answer?", so you have to say it twice sometimes. It's just a -- That's his thing.

MR. KILPATRICK: Whose phone is that? Oh, that's yours.

Q Okay. Let's see. Do you recall the food truck at the Palapas property being towed on October 11th, 2021?

A No, I was not a part of it.

Q Okay. But -- But you -- you know now, sitting here today, that that -- it was towed around that time?

A I don't even know that it was towed. Okay. I wasn't a part of it.

Q Okay. Who was part of that?

MR. HELFAND: Objection, calls for speculation.

A You need to talk to Walter Gant about that.

depose --

MR. HELFAND: Yes.

MR. KILPATRICK: -- Mayor Joiner.

MR. HELFAND: So ask him questions. Don't tell him things. What you told him is incorrect.

MR. KILPATRICK: You're --

MR. HELFAND: Now ask him a question.

MR. KILPATRICK: Stop coaching, again. Mark that.

MR. HELFAND: Yeah, mark that. That's coaching, according to Mr. Kilpatrick. Mark that as coaching. Put a big C next to it.

Do you have a question for the man?

MR. KILPATRICK: Yes, of course, I do.

MR. HELFAND: Ask a question.

MR. KILPATRICK: Sorry for the interruption.

Q So -- So the only person who would know who authorized, that would be Walter Gant?

MR. HELFAND: Objection, calls for speculation as to who -- who the only person, the only people who would know are.

Q Well, who -- From your understanding, who -- who would know, who would I need to ask about the food truck being towed on October 11th, 2020?

MR. HELFAND: Objection, calls for

Q Well, I did, and -- and he didn't know.

MR. HELFAND: No, no, don't -- No, don't do that. Don't tell him what happened in another deposition. Ask him a question.

MR. KILPATRICK: I'm asking. You -- You interrupted --

MR. HELFAND: 'Cause that's not what --

MR. KILPATRICK: -- me. I wasn't done.

MR. HELFAND: That's not what Walter said, so don't --

MR. KILPATRICK: I wasn't done talking.

MR. HELFAND: You tell me when you're done talking. I'll tell you the same thing. You ask him questions. You don't tell him what you think another witness said in a deposition 'cause you're mischaracterizing Mr. Gant's testimony.

MR. KILPATRICK: There's nothing wrong with me starting off my question like that.

MR. HELFAND: Stop interrupting. You're not listening.

MR. KILPATRICK: You're interrupting me and my deposition.

MR. HELFAND: No, no, it's our deposition. Who made it your deposition.

MR. KILPATRICK: This is my one chance to

speculation.

Q You can answer.

MR. HELFAND: Do you know?

THE WITNESS: No.

MR. HELFAND: Well, tell him that.

Q Well, you said Walter Gant a second ago.

MR. HELFAND: Well --

Q Anyone else?

MR. HELFAND: -- he did say Walter Gant.

Q That's it?

A Right.

Q Okay. And so if Walter Gant didn't know, then what?

A I have no idea.

Q Okay. Okay. I'm going to hand you what's been marked as Exhibit 12.

(Exhibit 12 marked.)

MR. HELFAND: Okay. Once again, we run into a problem that is a document that's not been produced in this case. I'm not going to do anything about it 'cause it reports to be City Council meeting minutes of September 1st -- Or, sorry -- the agenda for September 1st, 2021.

But I'm going to tell you, Mr. Kilpatrick, the Rules do not allow you to use documents in a deposition that

73

1 type of inspection on a property in the City of Kemah?

2 **A I don't recall.**

3 **Q** Okay. Have you ever asked him to request that any
4 third party perform an ADA compliance inspection?

5 **A Possibly.**

6 **Q** Okay. What -- So -- Is there something you recall
7 with respect to ADA compliance?

8 **A Sir, I just know, as an architect, that all**
9 **facilities need to comply. Okay?**

10 **Q** Okay. Yeah. And I'm just trying to get an idea of
11 the situations in which you become involved in the Code
12 enforcement process.

13 **MR. HELFAND:** Well, ask him a question --

14 **Q** So --

15 **MR. HELFAND:** -- 'cause that's a statement.

16 **MR. KILPATRICK:** I know.

17 **MR. HELFAND:** That statement that
18 mischaracterizes --

19 **MR. KILPATRICK:** Now I'm going to ask a
20 question.

21 **MR. HELFAND:** Okay.

22 **Q** So, you know, we talked about before, for example,
23 like you got involved in some capacity with the -- with
24 Veronica Crow and her husband.

25 **A Uh-huh.**

75

1 property?

2 **A I did not become involved. They might have asked**
3 **me some questions but that was it.**

4 **Q** Okay.

5 **A I don't call the shots.**

6 **Q** Okay. So Brandon -- When you say "they," Brandon
7 Shoaf is one of the people who may have asked you some
8 questions about it?

9 **A Or Walter.**

10 **Q** Okay. Did you ever ask Brandon Shoaf to send an
11 email to the -- to any fire marshal's office to -- to do an
12 ADA inspection on the 707 Bradford property?

13 **MR. HELFAND:** Objection, assumes facts not in
14 evidence.

15 **A No, because the fire marshal doesn't do ADA.**

16 **Q** Okay. Well, did you --

17 **MR. HELFAND:** He's right, you know.

18 **Q** -- ask him to contact the -- any fire marshal to do
19 any type of inspection on the 707 Bradford property?

20 **A No.**

21 **Q** Okay. Now, with respect to food trucks, do you
22 recall, in August of 2021, for -- the -- there being a
23 discussion in the open session about proposed revisions to
24 the food truck ordinance?

25 **MR. HELFAND:** Objection, assumes facts not in

74

1 **Q** Right? And what other properties have you asked --
2 What other properties have you asked Brandon to do something
3 in connection with -- with permits?

4 **A I don't recall.**

5 **Q** Are you aware that Brandon Shoaf put a red tag on
6 the building located at 707 Bradford?

7 **MR. HELFAND:** Excuse me. That assumes facts
8 not in evidence.

9 **A No.**

10 **Q** No?

11 **A No.**

12 **Q** Are you aware of any issues with certificates of
13 occupancy or permits at 707 Bradford?

14 **A Ask the question again.**

15 **Q** Are you aware of any issues with Code compliance,
16 permitting, certificates of occupancy at the property located
17 at 707 Bradford?

18 **A All's I know, it was issued a certificate --**
19 **certificate of occupancy.**

20 **Q** And when was that issued?

21 **A I have no idea. I don't recall.**

22 **Q** Recently?

23 **A Last three months or so, maybe.**

24 **Q** Okay. So before that, were there issues that you
25 became involved in, with Brandon Shoaf and that -- and that

76

1 evidence.

2 **THE WITNESS:** Do I answer?

3 **MR. HELFAND:** If you -- If -- If you have a
4 recollection of that happening. But just because counsel
5 says something happened, it doesn't mean it happened. That's
6 my objection. If you remember that happening, though, you
7 can --

8 **A I recall it being revised numerous times.**

9 **Q** Okay. And in October, 2021, at the first City
10 Council meeting, the City Council approved a revised food
11 truck ordinance. Do you recall that?

12 **A I don't recall the date.**

13 **Q** Okay. And within a few days after that, Mr. Shoaf
14 went out and towed the food truck from Palapas. Do you --

15 **A I was not aware of that.**

16 **Q** Okay. Do you ever drive down Kipp --

17 **A Yeah, I --**

18 **Q** -- Street?

19 **A -- live on Kipp.**

20 **Q** Right. So do you ever drive by the corner of Kipp
21 and 6th Street?

22 **A Yes.**

23 **Q** Okay. So you don't recall -- You recall seeing a
24 food truck there for a period of time. Right?

25 **A I didn't see a food truck. I saw a trailer.**

suggestions or other recommendations that Walter Gant made -- may have made to you about anything related to Palapas?

MR. HELFAND: Object to vague. But you can answer.

A I don't recall any.

Q Okay. So back when you were Mayor the first time around, who was the building official back then?

A You know, we went through so many. I don't recall their names.

Q Okay. Do you recall a building official, Jack Friday?

A Oh, wow, he goes way back.

MR. HELFAND: Is that what he did after he left the LAPD?

A He -- He -- He was not building inspector or whatever, when I've been Mayor.

Q Okay.

A It goes back further than that.

Q Okay. Well -- And how -- how long have you lived in the City of Kemah, again?

A 2001.

Q 2001. Okay. So was he the building official -- He -- He was the building official for a period of time while you lived -- since you've lived in the City of Kemah. Right?

A Correct.

Q Okay. Do you remember, there -- there were some news articles that came out back then, about how he had not hit -- he had not documented or kept good records of all the certificates of occupancy with respect to most of the businesses in the City, you know...

A I wouldn't have been a part of any of that.

Q But I -- I just -- Do you -- Do you remember that happening?

A No.

Q No? So when -- when a ordinance or -- or -- or when any agenda item, I guess, is -- is approved at a City Council meeting, what -- how is there -- what records are kept to show that City Council approved any given item on the agenda?

A As Mayor, I'm not the keeper of the records.

Q Okay. Well, the -- Is it the City Secretary?

A Correct.

Q Okay. And would those -- any agenda items that are approved at City Council meetings, would those be reflected in the minutes that the City Secretary prepares?

A Should be.

Q Okay. So if someone wanted proof that a certain item on the agenda was voted on and approved by Council, that would be -- you -- you would look at the meeting minutes to -- to show proof that it was approved. Is that a fair

statement?

A You should be able to do that.

Q Okay. And when permits, certificates of occupancy, and, you know, registrations, things of that nature, what's the chain of custody for -- for those documents?

MR. HELFAND: Let me just object that it assumes facts not in evidence, that is, is there any -- any chain of custody, which is a criminal law issue but -- not a civil law issue. But -- If what you mean is, where do they go, is that what you're asking?

Q Or -- Yeah. Just to put it in more simple words, what -- what -- how are those records maintained?

A You'd have to ask Walter, who's over our City -- or who works with our City Secretary.

Q Okay. Is -- Are -- Are there -- Are they kept in paper files, digital files or both?

A I would say we're both.

Q Okay. And how do you control who has access to the paper files?

A It's not under my duties.

Q Okay. And that file room that we walked by, on the way in here that has the door laying on the ground, is that where the records are -- are kept?

A Some of them, I believe.

Q Okay. So right now, there's no door on -- on that

room --

A That's correct.

Q -- as we sit here today?

A That is correct.

Q Well, why --

MR. HELFAND: But you also don't know what's in that room, so what difference does that make to this case?

MR. KILPATRICK: Well, it does matter to this case.

MR. HELFAND: No, it does not. It has no bearing on any issue in this lawsuit, whether there is or is not a door on a room in City Hall, the contents of which you don't know.

Q Okay.

MR. HELFAND: But I'll --

Q If there's a --

MR. HELFAND: If you think that the --

Q If there's a permit or certificate of occupancy for Palapas property, would it be kept in that room?

MR. HELFAND: Objection, calls for speculation.

A I -- I don't know. I'm -- I'm not the filer.

It could be in a file cabinet. I don't know.

Q Okay. Well, why -- why was the door taken off of that room, just out of curiosity?

<p style="text-align: right;">105</p> <p>1 A That used to be two rooms, and it was combined into 2 one room, and it took a lot of time to order the door. And 3 the door will be installed by Public Works, but they're down 4 two people right now, so, hadn't been a high priority – 5 Q Okay. 6 A – for them. 7 Q It – Well, isn't it true, City Council approved 8 something to put that -- a door on that room to control 9 access to the files? 10 A Uh-huh. 11 Q And so you, as Mayor, unilaterally decided to take 12 it off? 13 A I don't have that con– control. Sorry. 14 Q Okay. Okay. When was that door removed? 15 A Last couple of months. 16 Q Okay. 17 A About the time that the Council said, "Let's get a 18 door." 19 Q So what was the concern -- What -- What was 20 discussed at the City Council meeting in the open session 21 about putting a door on there? What -- What was the 22 concern? 23 MR. HELFAND: There's two questions there. 24 "What was discussed in open session?", he can answer. "What 25 was somebody's concern?", is within the legislative</p>	<p style="text-align: right;">107</p> <p>1 weren't supposed to be there? 2 A Not that I'm aware of. 3 Q Okay. Do you recall when the -- Veronica Crow and 4 her husband, when they attended the February 16th, 2022, City 5 Council meeting, pointed out that there were maps that had 6 been swapped out in their permit application? Do you 7 remember her talking about that? 8 A No. 9 MR. HELFAND: Let me object that that assumes 10 facts not in evidence. It mischaracterizes the witness' 11 prior testimony. 12 Q Well, to refresh your recollection, do you remember 13 there being discussion in open session about the flood 14 rate -- or, the flood map that was in her file? 15 A I recall discussion on the -- really, the civil 16 drawings. That's all recall. 17 Q Okay. So part of the reason that, in open session, 18 the Council discussed putting a door on there is not just for 19 missing files but for files that were altered? 20 A Oh, no. 21 MR. HELFAND: No. You just mis– completely 22 mischaracterized. He just said they just want them locked 23 up. There's been no evidence of alteration, no evidence of 24 missing files. 25 MR. KILPATRICK: Okay. That's fine.</p>
<p style="text-align: right;">106</p> <p>1 privilege. So which -- 2 Q Okay. What was discussed in open session about -- 3 MR. HELFAND: About -- 4 Q -- the door? 5 MR. HELFAND: -- putting a door on the room. 6 A Said that it would be under lock and key. 7 Q Okay. Have there been problems with missing files 8 or anything in the past? 9 A There's another case that I can't really talk about 10 at City Hall, which is concerned about records. 11 MR. HELFAND: But it's not about -- But -- You 12 can answer his question as to whether anybody's identified 13 missing records -- 14 A (CONTINUING) Yeah. I'm not aware. 15 MR. HELFAND: -- records that the City had but 16 now are missing. 17 That's what you're asking. Right? 18 MR. KILPATRICK: Yeah. 19 MR. HELFAND: Okay. 20 A (CONTINUING) I don't know of any. 21 MR. HELFAND: The Mayor's talking about 22 something else. 23 MR. KILPATRICK: Okay. 24 Q And with respect to -- Have there been any issues 25 with files being altered or documents being added that</p>	<p style="text-align: right;">108</p> <p>1 Q Okay. So the answer's, no? 2 MR. HELFAND: But it also has nothing to do 3 with this case, so -- You're not going to -- You're -- You're 4 not just going to use your deposition time to ask interesting 5 questions about what you walked by when you came in to do the 6 deposition. 7 MR. KILPATRICK: Well, sorry, but Brandon 8 Shoaf, on several occasions, said that there are no permits 9 on file. And I do have proof -- 10 MR. HELFAND: Well, then, let's show that -- 11 MR. KILPATRICK: -- that -- that there -- 12 MR. HELFAND: -- to the Court. But why the 13 door -- 14 MR. KILPATRICK: Yeah, I know. 15 MR. HELFAND: -- isn't on the room -- 16 MR. KILPATRICK: Well, that's why I'm asking. 17 That's why it's relevant. 18 MR. HELFAND: No. Why the door isn't on the 19 room has nothing to do with this case. 20 MR. KILPATRICK: That's why I'm asking about 21 it. 22 MR. HELFAND: You -- 23 MR. KILPATRICK: And I can ask -- 24 MR. HELFAND: You didn't know there wasn't a 25 door on the room 'til you came here to take a deposition.</p>

<p style="text-align: right;">109</p> <p>1 MR. KILPATRICK: That's right.</p> <p>2 MR. HELFAND: Okay. So it has nothing to do</p> <p>3 with this case.</p> <p>4 Do you have other questions for the Mayor?</p> <p>5 MR. KILPATRICK: Of course, I do.</p> <p>6 MR. HELFAND: And, of course --</p> <p>7 Q What --</p> <p>8 MR. HELFAND: -- it bears pointing out --</p> <p>9 Q What's the --</p> <p>10 MR. HELFAND: -- there was a door on the room</p> <p>11 at all times that Mr. Shoaf worked here --</p> <p>12 Q Is --</p> <p>13 MR. HELFAND: -- according to the Mayor's</p> <p>14 testimony.</p> <p>15 Q Is the door on the -- on the file room what</p> <p>16 Mr. Gant has referred to as a lock-down procedure?</p> <p>17 MR. HELFAND: Well, hang on. He can't testify</p> <p>18 what Mr. Gant referred to. That calls for speculation.</p> <p>19 MR. KILPATRICK: Well, if he knows.</p> <p>20 MR. HELFAND: Well, then -- then, you have to</p> <p>21 ask a different question.</p> <p>22 MR. KILPATRICK: I said --</p> <p>23 MR. HELFAND: "Has Mr. Gant ever told you what</p> <p>24 he meant by a lock-down procedure?"</p> <p>25 MR. KILPATRICK: That's a trial objection,</p>	<p style="text-align: right;">111</p> <p>1 A What was the question?</p> <p>2 Q Lock-down procedure.</p> <p>3 MR. HELFAND: Yeah. What was the procedure?</p> <p>4 A I've never heard that.</p> <p>5 Q Okay. Well, Mr. Gant's never used that term?</p> <p>6 A No.</p> <p>7 Q Okay.</p> <p>8 A Not around me.</p> <p>9 MR. HELFAND: Okay. It got resolved.</p> <p>10 MR. KILPATRICK: Okay. See how easy that was.</p> <p>11 Q What is Collin Jones' position with the City?</p> <p>12 A He's a police chief.</p> <p>13 Q Police chief?</p> <p>14 A Yes.</p> <p>15 Q Okay. And when did -- when did he start in that</p> <p>16 role?</p> <p>17 A Seems like it was late September, October of last</p> <p>18 year.</p> <p>19 Q Did -- Did he implement lock-down procedure for the</p> <p>20 file room?</p> <p>21 A I've never heard that from him, either.</p> <p>22 Q Or -- Or -- Well, what -- what -- Is there another</p> <p>23 term that he used for the locking up the file room?</p> <p>24 A He's been going through and securing City Hall.</p> <p>25 Q Okay.</p>
<p style="text-align: right;">110</p> <p>1 like --</p> <p>2 MR. HELFAND: No, no. You can't -- Man. He's</p> <p>3 not going to testify --</p> <p>4 MR. KILPATRICK: Okay.</p> <p>5 MR. HELFAND: -- to what Mr. Gant means by</p> <p>6 something 'cause that's speculation, unless he says he knows.</p> <p>7 MR. KILPATRICK: That's what -- Exactly my</p> <p>8 point and I --</p> <p>9 MR. HELFAND: Okay.</p> <p>10 MR. KILPATRICK: -- I think by --</p> <p>11 MR. HELFAND: Well, that's my objection.</p> <p>12 MR. KILPATRICK: -- inserting your comments,</p> <p>13 it's, you know -- Anyway...</p> <p>14 MR. HELFAND: (MAKES SOUND.) You have this</p> <p>15 bad habit of saying a lot of stuff under your breath that's</p> <p>16 just totally inappropriate in a deposition.</p> <p>17 If you have a question, ask the question and</p> <p>18 wait for the answer. If there's an objection, you have to</p> <p>19 wait for that and then see if the witness has an answer.</p> <p>20 Would you like the answer to the question</p> <p>21 whether he knows what Mr. Gant means by that term, whether it</p> <p>22 has --</p> <p>23 MR. KILPATRICK: Yeah.</p> <p>24 MR. HELFAND: -- anything to do with the door?</p> <p>25 Okay. Do you know?</p>	<p style="text-align: right;">112</p> <p>1 A Uh-huh.</p> <p>2 Q So who -- who instructed him to do that?</p> <p>3 A I believe he took that on himself --</p> <p>4 Q Okay.</p> <p>5 A -- as our police chief.</p> <p>6 Q So what -- what kind of things has -- has he done</p> <p>7 thus far to secure City Hall?</p> <p>8 A They've added some Coded doors.</p> <p>9 Q Okay.</p> <p>10 A And, pretty much, that's it.</p> <p>11 Q Okay. So that wasn't part of -- that's not why the</p> <p>12 door was added to the file room?</p> <p>13 A The door was added because we did renovations in</p> <p>14 there to make that room larger. What had happened is, we had</p> <p>15 a plan room down here, and they chose to use it as an office,</p> <p>16 so they moved the plan room in with the files.</p> <p>17 Q So is that door supposed to be locked when -- when</p> <p>18 it's on?</p> <p>19 A Yes.</p> <p>20 Q Okay. And so who maintains who -- who goes in and</p> <p>21 out of that room or who controls that?</p> <p>22 A At that point, it would be only those people that</p> <p>23 should go in and have access to the files.</p> <p>24 Q Okay. And who within the City has access to those</p> <p>25 files?</p>

A To me, it would be the Court side and possibly City Secretary.

Q Okay. No -- No one else?

A But, again, I don't make that call. Okay. That'd be a Walter Gant call.

Q Okay. Have any files from that room been taken out of this building?

A I would not know that.

Q Okay. So as far as you're aware, none --

A No.

Q -- have been taken.

Have you ever asked Brandon Shoaf to prepare a report or spreadsheet showing all the properties that are not in compliance with any Code or ordinance?

A No.

Q Has Brandon Shoaf ever provided you a spreadsheet or other report showing a list of all properties that were not in compliance with Code or any ordinance?

A I don't recall ever seeing one.

Q Okay. What -- In the event of a declaration of disaster or, I guess, hurricane, freeze or something of that nature, you, as the Mayor, have the power to declare a -- a disaster.

A Yes.

Q Is that right?

facts not in evidence.

Q Okay. Have you ever declared a disaster in the City of Kemah in --

A No.

Q -- while you were Mayor?

A No.

Q No? Does the City of Kemah have an emergency management plan?

A Yes.

Q Okay. Is it -- And it's a written document. Correct?

A Yes, yes.

Q Where -- Where can that be found?

A Our Chief, police chief, is our emergency management coordinator.

Q Okay. And have you read the emergency management plan?

A Yes, 'cause I'm the emergency management director.

Q Okay. So as the emergency management director, do you -- you have the power to take certain actions without Council approval?

A That is correct.

Q Okay. Do any of those powers relate to building permits, Code compliance --

A No.

Okay. And if a disaster is declared, how -- how does that change the process for making repairs or getting building permits?

MR. HELFAND: Objection, legal conclusion.

A Best of my knowledge, that's never happened since I've been Mayor.

Q Okay. You recall the -- the freeze in February, 2021, when the City...

A Yes; I was not Mayor.

Q Right. But -- But you lived in Kemah?

A Yeah, uh-huh.

Q Okay. And Mayor -- So Mayor Gail -- or, excuse -- Terri Gail was the Mayor at that time. Correct?

A Right.

Q And do you recall if she declared a -- a disaster and invoked the emergency management plan?

MR. HELFAND: Let me object that those -- That's a multifarious question 'cause those are two different things.

MR. KILPATRICK: Okay. I'll rephrase.

MR. HELFAND: All right.

Q Do you recall that Terri Gail declared a disaster in the City of Kemah in February, 2021?

A I do not recall that.

MR. HELFAND: Let me object. That assumes

Q -- or any things of that nature?

A No.

Q What -- What types of things, for example?

A This is like calling for voluntarily evacuation --

Q Okay.

A -- keeping our citizens informed. I -- I've called a voluntary evacuation one time and -- and so we were on Facebook and Blackboard Connect to keep our citizens updated and things like that.

Q Okay. Understand. Is there a place online to find that document, to your rec--

A I -- I -- You know, I'm not a tech person, so I don't know.

Q Okay.

A I would -- I would assume so.

Q Okay. Just sitting here today and based on what you know about the Palapas property, what does Mr. Placek need to do to get a certificate of occupancy for his building?

MR. HELFAND: Don't answer that question because it invades the attorney-client privilege.

Q Well -- And don't -- don't answer it to the extent that it involves communications with your lawyer. But, you know, if -- if my client wanted to go do everything required to get a certificate of occu-- occupancy for the building,

MR. HELFAND: But since it's been a -- made a -- since we've been -- identified on the record of the deposition, we'll have the court reporter seal it up and, she'll keep it sealed. And then you and I will give her joint instructions on what to do with it, either we've agreed or the Court ordered.

MR. KILPATRICK: That's fine.

MR. HELFAND: Great.

THE REPORTER: Okay.

MR. HELFAND: Thirty-five years without a mistake and then, there you go. And I went through these things really carefully on my own.

UNIDENTIFIED SPEAKER: No, that's not what happened.

Q Okay. Mayor Joiner, have you ever asked Brandon Shoaf, when -- when he was the building official, to enforce deed restrictions for any subdivisions in the -- the City of Kemah?

A I have not asked him to enforce deed restrictions.

Q Okay. Did you ask him to do anything in connection with the Bay Breeze subdivision?

A I -- Yes, I asked him -- Because we have an ordinance, I said, "Please, do not permit any facility in Bay Breeze that is not single family," as the deed restrictions say.

except Bay Breeze.

Q Did you ever instruct Brandon Shoaf to not issue any short-term rental permits in any subdivisions on the same basis?

A There was discussions, but our City Attorney stated that --

MR. HELFAND: Oh. Wait.

THE WITNESS: Wait. I can't say anything, can I?

MR. HELFAND: Yeah. You can't talk about what the City Attorney you told you.

THE WITNESS: Okay.

Q Well, was this discussed in an -- in an open session City Council meeting?

A I don't know -- recall if it was closed or open.

Q Okay. What other types of directives or instructions have you given Brandon Shoaf that would -- that are somewhat similar, you know? And just to clarify my question, in -- With Bay Breeze, you're referring to an ordinance that only allows single family in a deed-restricted subdivision. Correct?

A Let me clarify.

Q Okay.

A I never really gave Brandon specific instructions. I went through Walter Gant --

Q Okay. And what -- Which ordinance are you referring to?

A I -- It's a number. Okay?

Q Okay. But, I mean, it -- Just in general, what does it say?

A Just what I said. It, basically, says, if it's not single family, it is not to be permitted.

Q Okay. If there are deed restrictions?

A In this particular case, there are.

Q Okay. Well -- And just to clarify. You know --

A We're talking about Bay Breeze.

Q -- does that ordinance only apply to a subdivision that has deed restrictions?

A Yes.

Q Okay. Have you -- And so -- Well, what -- what exactly did you tell Brandon Shoaf to do in connection with that?

A I just, in passing, said, "Moving forward, you weren't aware of this ordinance. Please, follow it."

Q Okay. So no building permits for anything other than single-family in the Bay Breeze subdivision. Is that --

A Correct.

Q Okay. Have you done that, something similar for other subdivisions in the City of Kemah?

A I don't recall doing it in any other subdivision,

MR. HELFAND: I was just about to --

A -- who gave those instructions.

Q Okay.

MR. HELFAND: I was just about to object that you mischaracterized his testimony. What he said was, he pointed out the existence of an ordinance that he thought Mr. Shoaf was not aware of.

Q Okay. So you mentioned -- So I think you said something about, in passing, you mentioned something to Brandon Shoaf about -- about that. What did you mean by that?

A Well, it was probably in our meeting. I never met with Brandon by himself. It was always with Mr. Gant.

Q Okay. So you and Brandon have never, just the two of you, met?

A No, I don't recall ever doing that.

Q Okay.

A I haven't met with any City staff by myself.

Q Okay.

A That's not my role.

Q Have you give -- Have you given Walter Gant any directives for anything related to -- at the Palapas property?

A No.

Q Okay. Have you approved any directives,

A That used to be two rooms, and it was combined into one room, and it took a lot of time to order the door. And the door will be installed by Public Works, but they're down two people right now, so, hadn't been a high priority --

Q Okay.

A -- for them.

Q It -- Well, isn't it true, City Council approved something to put that -- a door on that room to control access to the files?

A Uh-huh.

Q And so you, as Mayor, unilaterally decided to take it off?

A I don't have that con-- control. Sorry.

Q Okay. Okay. When was that door removed?

A Last couple of months.

Q Okay.

A About the time that the Council said, "Let's get a door."

Q So what was the concern -- What -- What was discussed at the City Council meeting in the open session about putting a door on there? What -- What was the concern?

MR. HELFAND: There's two questions there. "What was discussed in open session?", he can answer. "What was somebody's concern?", is within the legislative

weren't supposed to be there?

A Not that I'm aware of.

Q Okay. Do you recall when the -- Veronica Crow and her husband, when they attended the February 16th, 2022, City Council meeting, pointed out that there were maps that had been swapped out in their permit application? Do you remember her talking about that?

A No.

MR. HELFAND: Let me object that that assumes facts not in evidence. It mischaracterizes the witness' prior testimony.

Q Well, to refresh your recollection, do you remember there being discussion in open session about the flood rate -- or, the flood map that was in her file?

A I recall discussion on the -- really, the civil drawings. That's all recall.

Q Okay. So part of the reason that, in open session, the Council discussed putting a door on there is not just for missing files but for files that were altered?

A Oh, no.

MR. HELFAND: No. You just mis-- completely mischaracterized. He just said they just want them locked up. There's been no evidence of alteration, no evidence of missing files.

MR. KILPATRICK: Okay. That's fine.

privilege. So which --

Q Okay. What was discussed in open session about --

MR. HELFAND: About --

Q -- the door?

MR. HELFAND: -- putting a door on the room.

A Said that it would be under lock and key.

Q Okay. Have there been problems with missing files or anything in the past?

A There's another case that I can't really talk about at City Hall, which is concerned about records.

MR. HELFAND: But it's not about -- But -- You can answer his question as to whether anybody's identified missing records --

A (CONTINUING) Yeah. I'm not aware.

MR. HELFAND: -- records that the City had but now are missing.

That's what you're asking. Right?

MR. KILPATRICK: Yeah.

MR. HELFAND: Okay.

A (CONTINUING) I don't know of any.

MR. HELFAND: The Mayor's talking about something else.

MR. KILPATRICK: Okay.

Q And with respect to -- Have there been any issues with files being altered or documents being added that

Q Okay. So the answer's, no?

MR. HELFAND: But it also has nothing to do with this case, so -- You're not going to -- You're -- You're not just going to use your deposition time to ask interesting questions about what you walked by when you came in to do the deposition.

MR. KILPATRICK: Well, sorry, but Brandon Shoaf, on several occasions, said that there are no permits on file. And I do have proof --

MR. HELFAND: Well, then, let's show that --

MR. KILPATRICK: -- that -- that there --

MR. HELFAND: -- to the Court. But why the door --

MR. KILPATRICK: Yeah, I know.

MR. HELFAND: -- isn't on the room --

MR. KILPATRICK: Well, that's why I'm asking. That's why it's relevant.

MR. HELFAND: No. Why the door isn't on the room has nothing to do with this case.

MR. KILPATRICK: That's why I'm asking about it.

MR. HELFAND: You --

MR. KILPATRICK: And I can ask --

MR. HELFAND: You didn't know there wasn't a door on the room 'til you came here to take a deposition.

READING COPY FOR SIGNATURE

<p>13</p> <p>1 from that point on, we hadn't been friends.</p> <p>2 Q Okay. Now, who was that person?</p> <p>3 A Ronnie -- Can't remember Ronnie's last name but...</p> <p>4 Q Okay. That's okay. What -- What was the -- What</p> <p>5 was the problem that at least she thought about Ronnie?</p> <p>6 A To be sure, I'm not sure.</p> <p>7 Q Okay. And what about before the campaign season in</p> <p>8 the 2021 election, did you have any disputes with Matt</p> <p>9 Wiggins?</p> <p>10 A Before the '21? He had turned in 2019 for the same</p> <p>11 reason that Terri turned, that I didn't support their</p> <p>12 candidate.</p> <p>13 Q Okay. So as the Mayor, tell me what -- what you do</p> <p>14 on a day-to-day basis.</p> <p>15 A Well, this is a strong Mayor city and it's a -- I'm</p> <p>16 a volunteer, nonpaid. So for the most part, I'm here once a</p> <p>17 week during the afternoons, to communicate with our City</p> <p>18 Administrator and our Police Chief; and then prepare for</p> <p>19 Council meetings, and, occasionally, might sit in on a</p> <p>20 meeting.</p> <p>21 Q Okay. So what types of things do you go over with</p> <p>22 the City Administrator at that meeting each week?</p> <p>23 A Well -- So our City government, again, is a strong</p> <p>24 Mayor. I'm over the City Administrator and the Police Chief.</p> <p>25 That's it. City Administrator's over the City Hall side.</p>	<p>15</p> <p>1 enforcement?</p> <p>2 A No.</p> <p>3 Q Okay. Let's see. I think it's Exhibit 1 -- or,</p> <p>4 sorry -- Exhibit 5. I'm handing you what's been marked as</p> <p>5 Exhibit 5.</p> <p>6 MR. HELFAND: Let's just put on the record</p> <p>7 that Exhibit 5 is -- What was that number, again? Can I see</p> <p>8 that for one second, Mayor.</p> <p>9 THE WITNESS: Sure.</p> <p>10 MR. HELFAND: Thanks. Exhibit 5 is Kemah 834</p> <p>11 and 835. Thanks.</p> <p>12 Q Okay. The -- I've just handed Exhibit 5, which is</p> <p>13 titled "Performance Improvement Plan"?</p> <p>14 A Uh-huh.</p> <p>15 Q Well, first, let me just ask you. What is a</p> <p>16 performance improvement plan?</p> <p>17 A In this particular case, Council asked to review</p> <p>18 Walter Gant and come up with some things that he could</p> <p>19 improve on; and as Mayor, I was the one responsible to -- to</p> <p>20 sign it.</p> <p>21 Q Okay. So who -- who drafted this document?</p> <p>22 A I'm assuming, the City Secretary. I don't recall.</p> <p>23 Q Okay. And this was -- If you look down, it's --</p> <p>24 it's to Walter Gant, City Administrator, from you, Carl</p> <p>25 Joiner, as Mayor, dated February 8th, 2022. And it starts</p>
<p>14</p> <p>1 Police Chief is over the Police side. So I don't necessarily</p> <p>2 communicate with them, our City staff or police. And my</p> <p>3 duties are to -- Council sets budget and policy. It's my</p> <p>4 responsibility to carry it out.</p> <p>5 Q Okay. And when you say it's a -- "a strong</p> <p>6 Mayor" -- "Kemah's a strong Mayor city," what -- what do you</p> <p>7 mean by that?</p> <p>8 A Well, I'm the CEO of the City.</p> <p>9 Q Okay. And so by contrast, what would be a -- a</p> <p>10 weak Mayor city; and how is that different?</p> <p>11 A Well, the other one would be City Manager form of</p> <p>12 government.</p> <p>13 Q Okay. And so with respect to matters involving,</p> <p>14 you know, Building Code enforcement, what role do you play in</p> <p>15 that --</p> <p>16 A None.</p> <p>17 Q -- in enforcement actions?</p> <p>18 A None.</p> <p>19 Q Okay.</p> <p>20 A I had staff for that.</p> <p>21 Q Okay. So are there any types of code enforcement</p> <p>22 actions that require your approval?</p> <p>23 A No.</p> <p>24 Q Do -- Do you give directives to the City</p> <p>25 Administrator with respect to matters relating to code</p>	<p>16</p> <p>1 off by saying, "Over -- Over the course of your assignment as</p> <p>2 City Administrator, Police Chief of the City of Kemah, which</p> <p>3 began October 1st, 2019, and October 1st, 2021, was modified</p> <p>4 to assume only the -- only the duties of City Administrator,</p> <p>5 it has become increasingly evident that you have not been</p> <p>6 performing your assigned work in accordance with what is</p> <p>7 expected of you."</p> <p>8 And it says, "You have failed to address major</p> <p>9 deficiencies within the City's departments and/or disregard</p> <p>10 directives given by the Mayor and City Council."</p> <p>11 And then when you go further down, there's a list</p> <p>12 of items starting with Item No. 1, that, "You have failed at</p> <p>13 times to follow Mayor's, Council's directive," and you get --</p> <p>14 it gives a list of three examples.</p> <p>15 What was -- What was -- Just as -- as a bigger</p> <p>16 picture, what was the major problem with Walter Gant's</p> <p>17 performance?</p> <p>18 MR. HELFAND: Objection, vague as to "major</p> <p>19 problem." It also assumes facts not in evidence that there</p> <p>20 was a major problem.</p> <p>21 Q You can still answer.</p> <p>22 A Again, this is a Council directive. You know, as</p> <p>23 Mayor, I don't vote. I'm responsible for carrying out their</p> <p>24 actions by signing this document.</p> <p>25 Q Okay. Well, one -- one of the things on here, Item</p>

MR. HELFAND: But since it's been a -- made a -- since we've been -- identified on the record of the deposition, we'll have the court reporter seal it up and, she'll keep it sealed. And then you and I will give her joint instructions on what to do with it, either we've agreed or the Court ordered.

MR. KILPATRICK: That's fine.

MR. HELFAND: Great.

THE REPORTER: Okay.

MR. HELFAND: Thirty-five years without a mistake and then, there you go. And I went through these things really carefully on my own.

UNIDENTIFIED SPEAKER: No, that's not what happened.

Q Okay. Mayor Joiner, have you ever asked Brandon Shoaf, when -- when he was the building official, to enforce deed restrictions for any subdivisions in the -- the City of Kemah?

A I have not asked him to enforce deed restrictions.

Q Okay. Did you ask him to do anything in connection with the Bay Breeze subdivision?

A I -- Yes, I asked him -- Because we have an ordinance, I said, "Please, do not permit any facility in Bay Breeze that is not single family," as the deed restrictions say.

Q Okay. And what -- Which ordinance are you referring to?

A I -- It's a number. Okay?

Q Okay. But, I mean, it -- Just in general, what does it say?

A Just what I said. It, basically, says, if it's not single family, it is not to be permitted.

Q Okay. If there are deed restrictions?

A In this particular case, there are.

Q Okay. Well -- And just to clarify. You know --

A We're talking about Bay Breeze.

Q -- does that ordinance only apply to a subdivision that has deed restrictions?

A Yes.

Q Okay. Have you -- And so -- Well, what -- what exactly did you tell Brandon Shoaf to do in connection with that?

A I just, in passing, said, "Moving forward, you weren't aware of this ordinance. Please, follow it."

Q Okay. So no building permits for anything other than single-family in the Bay Breeze subdivision. Is that --

A Correct.

Q Okay. Have you done that, something similar for other subdivisions in the City of Kemah?

A I don't recall doing it in any other subdivision,

except Bay Breeze.

Q Did you ever instruct Brandon Shoaf to not issue any short-term rental permits in any subdivisions on the same basis?

A There was discussions, but our City Attorney stated that --

MR. HELFAND: Oh. Wait.

THE WITNESS: Wait. I can't say anything, can I?

MR. HELFAND: Yeah. You can't talk about what the City Attorney you told you.

THE WITNESS: Okay.

Q Well, was this discussed in an -- in an open session City Council meeting?

A I don't know -- recall if it was closed or open.

Q Okay. What other types of directives or instructions have you given Brandon Shoaf that would -- that are somewhat similar, you know? And just to clarify my question, in -- With Bay Breeze, you're referring to an ordinance that only allows single family in a deed-restricted subdivision. Correct?

A Let me clarify.

Q Okay.

A I never really gave Brandon specific instructions. I went through Walter Gant --

MR. HELFAND: I was just about to --

A -- who gave those instructions.

Q Okay.

MR. HELFAND: I was just about to object that you mischaracterized his testimony. What he said was, he pointed out the existence of an ordinance that he thought Mr. Shoaf was not aware of.

Q Okay. So you mentioned -- So I think you said something about, in passing, you mentioned something to Brandon Shoaf about -- about that. What did you mean by that?

A Well, it was probably in our meeting. I never met with Brandon by himself. It was always with Mr. Gant.

Q Okay. So you and Brandon have never, just the two of you, met?

A No, I don't recall ever doing that.

Q Okay.

A I haven't met with any City staff by myself.

Q Okay.

A That's not my role.

Q Have you give -- Have you given Walter Gant any directives for anything related to -- at the Palapas property?

A No.

Q Okay. Have you approved any directives,

Fwd: Deed Restriction Enforcement

1 message

Doug Meisinger <DMeisinger@kemahtx.gov>
To: "dlmeisinger@gmail.com" <dlmeisinger@gmail.com>

Wed, Dec 14, 2022 at 10:54 AM

Sent from my iPhone

Begin forwarded message:

From: "Doug Meisinger" </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=947596DD449141A5B065DB9EBF33AD64-DMEISINGER>
Date: October 12, 2021 at 6:24:50 PM CDT
Subject: Fwd: Deed Restriction Enforcement

Sent from my iPhone

Begin forwarded message:

From: Brandon Shoaf <BShoaf@kemah-tx.com>
Date: June 18, 2021 at 4:45:16 PM CDT
To: Doug Meisinger <dmeisinger@kemah-tx.com>
Cc: Walter Gant <wgant@kemah-tx.com>, dgreggj@gregg-gregg.com, Teresa Vazquez-Evans <tvazquez-evans@kemah-tx.com>, Robert Kelly <RKelly@kemahtx.gov>, Robin Collins <rcollins@kemah-tx.com>, Isaac Saldaña <isaacsaldana@kemah-tx.com>
Subject: RE: Deed Restriction Enforcement

Councilman Meisinger,

Where I am appreciative of your concern; I must admit it brings me pause in fear of retaliation from the Mayor. Nonetheless. my response is as followed:

I received a document with further directions to carry out enforcement and not to confer with City Legal (Atty. Dick Gregg Jr.). Within the document 'Bay Breezy Deed Restrictions' I could not help but to notice very appalling language referencing the following subsection of their deed restriction:

"No building site shall be conveyed to, owned by, leased to, used or occupied by any person other than of the white or caucasian race, except that owners' or

occupants' servants other than of the white or caucasian race may occupy servants quarters."

It is my sincere belief that this type of request promotes a racially motivated hostile work environment. I am in personal fear for myself, my family, to include City staff and their families of retaliation if requested actions are not carried out. To be clear, I was directed by the sitting Mayor Carl Joiner to enforce Bay Breezy subdivision deed restrictions by letters to violators within said subdivision.

-Brandon

From: Doug Meisinger
Sent: Friday, June 18, 2021 1:29 PM
To: Brandon Shoaf
Subject: Re: Deed Restriction Enforcement

Brandon,

Follow up question and I apologize for being so direct, but this is a huge issue.

Do you feel like there is a racially motivated hostile work environment, being created by Mayor Joiner?

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: Brandon Shoaf <BShoaf@kemah-tx.com>
Sent: Friday, June 18, 2021 10:01:43 AM
To: Doug Meisinger <dmeisinger@kemah-tx.com>
Cc: Walter Gant <>wgant@kemah-tx.com>; dgreggj@gregg-gregg.com
<dgreggj@gregg-gregg.com>; Teresa Vazquez-Evans <tvazquez-evans@kemah-tx.com>; Robert Kelly <RKelly@kemahtx.gov>; Robin Collins <rcollins@kemah-tx.com>; Isaac Saldaña <isaacsaldana@kemah-tx.com>
Subject: FW: Deed Restriction Enforcement

That is correct. Mayor Joiner asked all of the this of me.

Respectfully,

Brandon Shoaf

Chief Building Official/Fire Marshal

City of Kemah

1401 St Hwy 146

Kemah TX 77565

281-334-1611

<https://www.kemah-tx.gov/>

<image001.png>

CONFIDENTIALITY STATEMENT

This message and all attachments are confidential and may be protected by the attorney-client and other privileges. If you are not the intended recipient, you are hereby notified that any review, use, dissemination, forwarding, printing, copying, disclosure or distribution of this communication is strictly prohibited and may be unlawful. If you believe this message has been sent to you in error, please notify the sender by replying to this transmission or by calling the Kemah City Administration at 281-334-1611, and destroy all copies of the original message. Unless expressly stated in this e-mail, nothing in this message shall be construed as a digital or electronic signature. Thank you for your cooperation.

From: Doug Meisinger <dmeisinger@kemah-tx.com>

Sent: Friday, June 18, 2021 9:45:51 AM

To: Doug Meisinger <dmeisinger@kemah-tx.com>

Subject: Re: Deed Restriction Enforcement

To confirm. Mayor Carl Joiner is the one asked you to enforce this deed restriction and instructed you to not discuss legal issues with our City Attorney. Correct?

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: Robert Kelly [mailto:RKelly@kemahtx.gov]

Sent: Thursday, June 17, 2021 6:05 PM

To: Brandon Shoaf

Cc: dgreggj@gregg-gregg.com; Walter Gant

Subject: Re: Deed Restriction Enforcement

I find the usage of that document absolutely repugnant!!! Whoever has directed Brandon on the usage of that document should be investigated for civil rights violations. There is no place in our society for the racism that is clearly being espoused in that document. I would request that TML be contacted and whoever brought that document into our city hall be reprimanded or removed from office immediately!!!

Robert Kelly

City Council Member Position 2

City of Kemah, Texas

Please do not "Reply to All" as this may be a violation of the Texas Open Meetings Act

On Jun 17, 2021, at 5:55 PM, Brandon Shoaf <BShoaf@kemah-tx.com> wrote:

Atty. Gregg Jr.,

I have been directed to issue a letter to Mr. John Reynolds, regarding his property at 1307 Kipp being a permitted STR. I have received a copy of Bay Breeze's deed restriction along with a letter written by Nick Haby dated May 5, 2018 as referenced to duplicate. I have revised his letter to make relevant post implementation of the STR ordinance. It is important to note there are no records indicating if provided letter was ever sent by Nick Haby in City files. It is also noted that 1307 Kipp received a STR permit on 10/2020.

I am requesting legal clarification for the following:

- 1) Are we, the City enforcing deed restrictions
- 2) (and if not) who is the responsible party for enforcing said restrictions.

Respectfully,

Brandon Shoaf

Chief Building Official/Fire Marshal

City of Kemah

1401 St Hwy 146

Kemah TX 77565

281-334-1611

<https://www.kemah-tx.gov/>

Kemah City Council Agenda Item #22 Executive Session

Once form is complete and departmental clearances are obtained, this form should be forwarded to the City Secretary as soon as possible prior to the date that the item is expected to be placed on the City Council agenda.

Date requested for Council consideration: 1/04/2023

Prepared by: Staff

Subject: Executive Session

Proceeding: Discussion

Originating Department: Administration

Plan Reference: 17SP- or 17OP-

Texas Ethics Commission Form 1295 required?

If YES, is copy of Form attached?

Contract Identification Number on Form:

City Attorney Review:

Expenditure Required: Amount Budgeted:

Appropriation Required: Source of Funds:

Finance Approval:

City Administrator Approval: (Walter Gant)

SUMMARY / ORIGINATING CAUSE

- Section 551.074 Personnel Matters - Regarding employment and contract for the City Administrator - Walter Gant
- Section 551.074 Personnel Matters - Regarding employment and contract for the Chief of Police
- Section 551.074 Personnel Matters - City Secretary position

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS

Kemah City Council Agenda Item

#23 Open Session Action Items

Once form is complete and departmental clearances are obtained, this form should be forwarded to the City Secretary as soon as possible prior to the date that the item is expected to be placed on the City Council agenda.

Date requested for Council consideration: 1/04/2023

Prepared by: Staff

Subject: Open Session Action Items

Proceeding: Consideration and Possible Action

Originating Department: Administration

Plan Reference: 17SP- or 17OP-

Texas Ethics Commission Form 1295 required?

If YES, is copy of Form attached? Contract Identification Number on Form:

City Attorney Review:

Expenditure Required: Amount Budgeted:

Appropriation Required: Source of Funds:

Finance Approval:

City Administrator Approval: (Walter Gant)

SUMMARY / ORIGINATING CAUSE

- To take action on any matters discussed in Executive Session.

IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

RECOMMENDATIONS

ATTACHMENTS