



**Kemah  
City Council  
Meeting**

*September 16, 2020*

*7:00p.m.*



## AGENDA

**SEPTEMBER 16, 2020 7:00P.M.**

### **CITY OF KEMAH - CITY COUNCIL AND KEMAH PUBLIC FACILITIES CORPORATION**

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

### **VIRTUAL MEETING**

#### **Terri Gale – Mayor**

Teresa Vazquez-Evans	Wanda Zimmer	Kyle Burks	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. Prayer**

#### **3. Public Hearing**

- Public Hearing FY 2020/21 Ad Valorem Tax Rate

#### **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.)*

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

#### **6. Mayor's Comments**

#### **7. City Administrator Report:**

- Financials
- Economic Development
- Events and Operations

**8. CIP****9. Police and Emergency Management Report**

- Events and Operations
- Emergency Services

**10. Communications and Marketing Report****11. Consideration and Possible Action: on Adoption of 2020-2021 Ad Valorem Tax Rate****12. Consideration and Possible Action: on approval of a possible lease template for the Visitors Center and Adjacent Building****EXECUTIVE SESSION****13. 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:****Section 551.087 – Deliberations regarding Economic Development Negotiations**

- Development Agreement for 88 acres
- Hotel Conference Center
- Economic Development Agreement for the Visitors Center and Adjacent Building

**OPEN SESSION****14. Consideration and Possible Action: on Development Agreement for 88 acres****15. Consideration and Possible Action: on Hotel Conference Center****16. Consideration and Possible Action: on approval of an economic development agreement for the Visitors Center and Adjacent Building****17. Council Member Closing Comments****18. Mayor's Closing Comments****19. Adjourn**

**ONLINE:** <https://global.gotomeeting.com/join/491431261>

**PHONE:** United States (Toll Free): [1 866 899 4679](tel:18668994679)

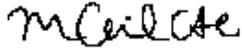
United States: [+1 \(571\) 317-3116](tel:+15713173116)

**ACCESS CODE:** 491-431-261

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**CERTIFICATION**

This is to certify that a copy of the Notice of the Regular City Council meeting for **Wednesday, September 16, 2020**, was posted on the bulletin board at City Hall, 1401 Highway 146, Kemah, Texas, on this the 11<sup>th</sup> day of August, 2020, prior to 7:00 p.m.



\_\_\_\_\_  
Melissa Chilcote, City Secretary

\_\_\_\_\_  
\_09/11/2020\_\_\_\_\_  
Date

I certify this notice was removed by me from the Kemah City Hall bulletin board on the \_\_\_\_ day of \_\_\_\_\_, 2020.

## **NOTICE OF PUBLIC HEARING**

**The Kemah City Council will hold a Public Hearing on the  
2020 – 2021 Tax Rate**

**on**

**September 16, 2020**

**7:00 p.m.**

**City Council Chambers in City Hall,**

**1401 Hwy 146**

**Kemah, Texas**

**CITY OF KEMAH  
CASH BALANCES  
As of SEPTEMBER 2, 2020**

Name	Bank	
City - General Fund	Texas First Bank	846,838
Reserve CD (1705)	Texas First Bank	509,961
<b>Total City Funds</b>		<b>1,356,798</b>

Name	Bank	
FSA ( FlexibleSpending- Insurance)	Restricted Use Texas First Bank	5,010
Grant Monies	Restricted Use Texas First Bank	-
KPD Employee Fund	Restricted Use Texas First Bank	9,117
KPD Contraband Fund	Restricted Use Texas First Bank	7,707
KPD - Pre-Siezed Fund	Restricted Use Texas First Bank	5,048
Court - Security Fund	Restricted Use Texas First Bank	34,937
Court - Technology Fund	Restricted Use Texas First Bank	32,384
<b>Total Restricted Funds</b>		<b>94,204</b>

Name	Bank	
HOTEL/MOTEL	Texas First Bank	460,313
<b>Total Hotel/Motel</b>		<b>460,313</b>

Name	Bank	
KCDC Checking	Texas First Bank	1,186,220
kCDC CD (1882)	Texas First Bank	212,125
KCDC CD (1933)	Texas First Bank	769,041
<b>Total KCDC Funds</b>		<b>2,167,387</b>

Name	Bank	
Capital Projects	Texas First Bank	1,342,494

Name	Bank	
Kemah Economic Growth Fund	Committed Use Texas First	504,771

<b>TOTAL CASH FOR CITY OF KEMAH</b>	<b>5,925,967</b>
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Tax Allocations

## Cities By County Sales and Use Tax Comparison Summary

### September 2020

Download and further analyze current and historic data using the Texas Open Data Center.

NOTE: Some jurisdictions may have changed tax rates, thus affecting the comparison. See Local Sales Tax Rate Information Report [comptroller.texas.gov/taxes/sales/rate-report.php] for a list of jurisdictions who have changed rates in the preceding 14 months.

U/C = Unable to compute percentage change.

Total Net Payments This Period: **\$495,175,924.84**; Comparable Payment Prior Year: **\$520,136,727.06**; Percent Change: **-4.80%**

Total Payments YTD: **\$4,644,292,072.15**; Total Prior Year Payment YTD: **\$4,635,279,266.64**; Percent Change: **0.19%**

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County	City	Rate	Net Payment This Period	Comparable Payment Prior Year	% Change	Payment YTD	Prior Year Payment YTD	% Change
Galveston	Bayou Vista	1.750%	\$14,251.21	\$11,577.03	23.09%	\$139,679.09	\$97,764.07	42.87%
Galveston	Clear Lake Shores	2.000%	\$203,529.36	\$185,904.02	9.48%	\$1,827,409.88	\$1,631,221.82	12.02%
Galveston	Dickinson	1.500%	\$1,008,844.43	\$1,055,924.81	-4.45%	\$8,898,189.95	\$7,834,982.14	13.57%
Galveston	Friendswood	2.000%	\$727,644.43	\$737,949.03	-1.39%	\$6,994,104.00	\$6,616,425.08	5.70%
Galveston	Galveston	2.000%	\$1,894,070.23	\$2,272,459.96	-16.65%	\$16,198,607.52	\$16,766,784.55	-3.38%
Galveston	Hitchcock	2.000%	\$93,051.95	\$103,034.97	-9.68%	\$898,033.18	\$827,569.73	8.51%
Galveston	Jamaica Beach	1.000%	\$12,538.87	\$10,753.49	16.60%	\$89,174.35	\$77,426.37	15.17%
Galveston	Kemah	2.000%	\$301,622.88	\$380,262.39	-20.68%	\$2,806,339.44	\$3,100,678.71	-9.49%
Galveston	La Marque	2.000%	\$492,105.03	\$475,208.76	3.55%	\$4,567,998.77	\$4,149,671.46	10.08%
Galveston	League City	2.000%	\$2,328,764.61	\$1,872,739.01	24.35%	\$21,555,763.05	\$17,068,758.72	26.28%
Galveston	Santa Fe	2.000%	\$229,592.99	\$220,908.50	3.93%	\$2,077,055.75	\$1,916,724.44	8.36%
Galveston	Texas City	2.000%	\$1,755,939.49	\$2,238,665.64	-21.56%	\$17,967,165.93	\$18,575,599.85	-3.27%
Galveston	Tiki Island	1.000%	\$7,631.21	\$5,692.09	34.06%	\$66,227.27	\$52,585.12	25.94%
Harris	Galena Park	1.000%	\$68,739.96	\$70,840.26	-2.96%	\$628,193.98	\$664,466.36	-5.45%

Rows 1 to 14 of 1165 Total

If you have questions about Tax Allocation Comparison Summary Reports, please contact us [mailto:TaxAlloc.RevAcct@cpa.texas.gov].

**1113 - Kemah, City of (General Obligation Debt)**  
**Report - Kemah, City of (General Obligation Debt) / Sales Tax Data**

The charts below contain sales tax revenue allocated each month by the Texas State Comptroller. Please contact and search the [Texas Comptroller's website](#) if you notice an incorrect amount.

For example, the February allocations reflect December sales, collected in January and allocated in February.

\*Excludes any sales tax retained by the municipality and not remitted to the Comptroller.

- [View Grid Based on Fiscal Year](#)
- [View Grid With All Years](#)

[Download to Excel](#)

**By Calendar Year**

Year	January	February	March	April	May	June	July	August	September	October	November	December	Total
2020	\$302,098	\$403,408	\$283,687	\$231,822	\$270,113	\$278,897	\$327,102	\$407,589	\$301,623	\$0	\$0	\$0	\$2,806,340
2019	\$280,477	\$390,621	\$270,351	\$280,058	\$407,905	\$343,221	\$352,523	\$395,262	\$380,262	\$317,978	\$373,839	\$308,015	\$4,100,511
2018	\$294,543	\$320,696	\$222,907	\$261,551	\$427,445	\$315,148	\$379,174	\$392,719	\$506,136	\$352,991	\$314,082	\$320,739	\$4,108,132
2017	\$256,031	\$314,244	\$232,918	\$249,158	\$376,622	\$358,291	\$321,451	\$351,277	\$366,994	\$264,455	\$289,272	\$301,423	\$3,682,138
2016	\$249,004	\$329,373	\$240,393	\$260,277	\$418,291	\$294,443	\$307,030	\$341,753	\$367,812	\$303,769	\$290,286	\$291,874	\$3,694,303
2015	\$260,445	\$314,894	\$221,590	\$222,973	\$349,337	\$350,963	\$316,839	\$346,278	\$363,303	\$319,919	\$304,854	\$269,317	\$3,640,712
2014	\$238,509	\$285,590	\$211,115	\$250,601	\$346,447	\$289,008	\$314,113	\$328,850	\$351,927	\$325,253	\$285,482	\$283,190	\$3,510,085
2013	\$243,956	\$291,537	\$211,967	\$221,346	\$355,037	\$257,796	\$285,779	\$328,991	\$334,475	\$303,549	\$258,485	\$255,608	\$3,348,526
2012	\$211,924	\$276,851	\$195,771	\$206,433	\$332,818	\$272,292	\$284,450	\$333,987	\$308,666	\$270,650	\$256,200	\$237,351	\$3,187,394
2011	\$201,270	\$262,812	\$179,133	\$198,502	\$323,177	\$267,075	\$281,475	\$301,376	\$309,614	\$261,720	\$243,894	\$247,580	\$3,077,626

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# General Fund Budget



01 -GENERAL FUND

ACCOUNT#	TITLE		
<b>ASSETS</b>			
1002	PETTY CASH	1,234.59	
1008	KPD SEIZURE (CONTRABAND) ACCT	7,707.29	
1009	CITY RESERVE CD (1705)	509,938.93	
1010	COURT SECURITY CHECKING	34,936.75	
1011	GENERAL FUND - TEXAS	717,808.61	
1015	CITY OF KEMAH FSA	5,009.72	
1018	KPD EMPLOYEE ACCT	9,117.44	
1024	COURT TECHNOLOGY FUND	32,384.48	
1025	KPD PRE SEIZED ACCOUNT	5,048.35	
1026	PETTY CASH - COURT	100.00	
1501	A/R- AD VALOREM TAXES	41,016.72	
1508	DUE FROM HOTEL & MOTEL FUND	2,106.71	
1700	PREPAID EXPENSES	9,492.31	
			1,375,901.90
<b>TOTAL ASSETS</b>			1,375,901.90

01 -GENERAL FUND

ACCOUNT# TITLE

LIABILITIES

2002	ACCOUNTS PAYABLE	15,792.20	
2005-0011	HEALTH INS PAYABLE	4,352.40	
2005-0023	DENTAL INS PAYABLE	615.98	
2005-0026	COBRA INS PAYABLE	108.84	
2005-0030	FLEXIBLE SPENDING PAYABLE	( 181.74)	
2090	DUE TO STATE - COURT	14,813.38	
2090-001	DUE TO OMNI COMPANY	388.48	
2090-002	DUE TO LINEBARGER	5,235.58	
2090-003	CASH BOND DEPOSIT	6,178.67	
2092	DEFERRED TAXES	41,016.72	
2155	SIDEWALK DEPOSITS	6,000.00	
2300	COMMUNITY CENTER DEPOSITS	3,480.00	
TOTAL LIABILITIES			<u>97,800.51</u>

FUND BALANCE/RESERVES

3001	FUND BALANCE	797,511.56	
3002	RESTRICTED- CHILD SAFETY SEATS	1,264.00	
3003	RESTRICTED - POLICE FUNDS	12,615.00	
3004	RESTRICTED - COURT SECURITY	51,285.00	
3005	RESTRICTED - COURT TECHNOLOGY	49,552.00	
3006	RESTRICTED FOR EMERGENCIES	506,697.41	
3008	K-9 DONATIONS	6,688.00	
3916	SHOPS OF KEMAH	0.10	
TOTAL FUND BALANCE/RESERVES			<u>1,425,613.07</u>

TOTAL REVENUE	4,347,337.86
TOTAL EXPENDITURES	<u>4,494,849.54</u>

EXCESS REVENUES OVER EXPENSES ( 147,511.68)

TOTAL LIABILITIES & EQUITY/RETAINED EARNINGS 1,375,901.90

01 -GENERAL FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91

	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% ACT
<u>REVENUE SUMMARY</u>							
TAXES	4,639,352	323,448.62	3,564,296.06	3,994,454.61	0.00	1,075,055.94	76
FINES & FORFEITURES	439,710	9,045.56	290,670.86	455,266.37	0.00	149,039.14	66
POLICE REVENUE	4,000	30.00	2,424.33	8,065.98	0.00	1,575.67	60
MANAGEMENT FEES	170,000	0.00	127,500.00	83,278.83	0.00	42,500.00	75
LICENCES & PERMITS	179,700	4,676.00	218,892.21	126,323.08	0.00	( 39,192.21)	121
OTHER INCOME	420,900	16,466.98	92,030.20	165,290.27	0.00	328,869.80	21
FIRE DEPT REVENUE	101,639	22,517.00	51,524.20	153,918.96	0.00	50,114.80	50
	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>1,864.54</u>	<u>0.00</u>	<u>0.00</u>	<u>0</u>
TOTAL REVENUES	5,955,301	376,184.16	4,347,337.86	4,988,462.64	0.00	1,607,963.14	73
<u>EXPENDITURE SUMMARY</u>							
ADMINISTRATION	1,627,728	71,667.07	1,462,702.79	1,065,550.60	0.00	165,025.21	89
COMMUNICATIONS/MARKETING	93,852	( 101.74)	60,995.30	0.00	0.00	32,856.70	64
MUNICIPAL COURT	177,007	11,620.96	140,252.33	179,740.31	0.00	36,754.67	79
IT	177,506	14,351.02	156,542.24	0.00	0.00	20,963.76	88
PUBLIC WORKS	820,129	33,361.99	583,098.02	616,673.64	0.00	237,030.98	71
POLICE	2,404,655	135,319.01	2,061,199.37	2,134,580.32	0.00	343,455.63	85
FIRE DEPARTMENNT	101,639	0.00	30,059.49	89,827.66	0.00	71,579.51	29
GRANT	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>3,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0</u>
TOTAL EXPENDITURES	5,402,516	266,218.31	4,494,849.54	4,089,872.53	0.00	907,666.46	83
REVENUE OVER/ (UNDER) EXPENDITURES	552,785	109,965.85	( 147,511.68)	898,590.11	0.00	700,296.68	

01 -GENERAL FUND

% OF YEAR COMPLETED: 91

REVENUES	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% ACT
<b>TAXES</b>							
4011 AD VALOREM TAXES - CURRENT	675,084	544.91	684,646.03	648,890.91	0.00 (	9,562.03)	101
4015 AD VALOREM TAXES - DELINQUENT	7,000	0.00	0.00	0.00	0.00	7,000.00	0
4020 CENTERPOINT ENTERGY	152,000	1,583.10	144,945.79	152,934.62	0.00	7,054.21	95
4021 FRONTIER/VERIZON	8,500	398.81	1,740.10	2,188.76	0.00	6,759.90	20
4022 AMERI WASTE FRANCHISE FEES	44,100	2,770.66	32,904.43	27,526.99	0.00	11,195.57	74
4023 COMCAST FRANCHISE FEES	55,000	11,603.69	52,166.72	57,476.39	0.00	2,833.28	94
4024 MISC. FRANCHISE FEES	6,500	855.66	3,618.76	3,701.40	0.00	2,881.24	55
4025 MIXED BEVERAGE TAX	255,000	0.00	218,633.74	243,483.01	0.00	36,366.26	85
4035 SALES TAX	4,238,224	407,589.05	3,386,608.38	3,499,922.73	0.00	851,615.62	79
4036 KCDC SALES TAX	( 967,056) (	101,897.26) (	874,833.18) (	780,452.10)	0.00 (	92,222.82)	90
4037 380 SALES TAX GRANTS	( 20,000)	0.00 (	84,866.19) (	16,702.35)	0.00	64,866.19	424
4038 GUARANTEED SHOPS OF KEMAH	277,500	0.00	0.00	219,936.97	0.00	277,500.00	0
4039 KCDC PORTION OF SHOPS OF KEM	( 92,500)	0.00 (	1,268.52) (	64,452.72)	0.00 (	91,231.48)	1
<b>TOTAL TAXES</b>	<b>4,639,352</b>	<b>323,448.62</b>	<b>3,564,296.06</b>	<b>3,994,454.61</b>	<b>0.00</b>	<b>1,075,055.94</b>	<b>76</b>
<b>FINES &amp; FORFEITURES</b>							
4101 COURT TAX RETAINER	5,000	122.83	3,711.03	5,012.46	0.00	1,288.97	74
4102 CASH SHORT/OVER	0	0.00	0.00 (	174.88)	0.00	0.00	0
4104 LINEBARGER FEES	35,000	787.47	28,941.36	31,684.53	0.00	6,058.64	82
4105 FINES & FORFEITURES	320,000	6,997.82	212,530.27	340,905.24	0.00	107,469.73	66
4106 OMNI FEES	2,000	22.83	1,456.94	1,688.86	0.00	543.06	72
4107 SECURITY FUND REVENUE	4,710	147.87	3,711.60	9,385.61	0.00	998.40	78
4109-0010 TIME PYMT FEE (10.00)	4,500	42.29	3,265.79	3,858.03	0.00	1,234.21	72
4109-0025 TIME PYMT FEE (2.50)	1,100	9.60	724.65	964.45	0.00	375.35	65
4110 WARRANT FEES	50,000	556.90	25,863.40	29,753.50	0.00	24,136.60	51
4111 TECHNOLOGY FUND REVENUE	7,500	156.84	4,646.05	13,022.20	0.00	2,853.95	61
4113 MUNICIPAL JURY FUND	0	1.59	12.75	0.00	0.00 (	12.75)	0
4114 LOCAL TRUANCY PREVENTION FUND	0	79.55	637.61	0.00	0.00 (	637.61)	0
4115 COURT CREDIT CARD FEE	3,900	106.00	2,554.00	3,702.00	0.00	1,346.00	65
4118 CT JUDICIAL FUND	1,000	13.97	615.41	1,281.66	0.00	384.59	61
4125 DOT REVENUE	0	0.00	0.00	746.60	0.00	0.00	0
4155 K-9 REVENUE	5,000	0.00	2,000.00	436.11	0.00	3,000.00	40
4157 TRAN.IN - TECHNOLOGY FUND BAL	0	0.00	0.00	13,000.00	0.00	0.00	0
<b>TOTAL FINES &amp; FORFEITURES</b>	<b>439,710</b>	<b>9,045.56</b>	<b>290,670.86</b>	<b>455,266.37</b>	<b>0.00</b>	<b>149,039.14</b>	<b>66</b>
<b>POLICE REVENUE</b>							
4215 POLICE REPORTS	1,500	30.00	247.00	865.95	0.00	1,253.00	16
4216 LEOSE TRAINING	2,000	0.00	1,906.76	2,111.10	0.00	93.24	95
4219 POLICE OFFICER REVENUES	500	0.00	20.00	2,780.24	0.00	480.00	4
4221 POLICE TRAINING FUNDS	0	0.00	0.00	2,000.00	0.00	0.00	0
4226 CHILD SAFETY	0	0.00	250.57	308.69	0.00 (	250.57)	0
<b>TOTAL POLICE REVENUE</b>	<b>4,000</b>	<b>30.00</b>	<b>2,424.33</b>	<b>8,065.98</b>	<b>0.00</b>	<b>1,575.67</b>	<b>60</b>
<b>MANAGEMENT FEES</b>							
4307 CITY PORTION OF COURT FINES	0	0.00	0.00	8,278.83	0.00	0.00	0
4311 KCDC MANAGEMENT FEE	85,000	0.00	63,750.00	37,500.00	0.00	21,250.00	75
4312 HOTEL MANAGEMENT FEE	85,000	0.00	63,750.00	37,500.00	0.00	21,250.00	75
<b>TOTAL MANAGEMENT FEES</b>	<b>170,000</b>	<b>0.00</b>	<b>127,500.00</b>	<b>83,278.83</b>	<b>0.00</b>	<b>42,500.00</b>	<b>75</b>

01 -GENERAL FUND

% OF YEAR COMPLETED: 91

REVENUES	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% ACT
<b>LICENCES &amp; PERMITS</b>							
4400 PERMITS & LICENSES	150,000	3,931.00	207,564.71	89,189.32	0.00 (	57,564.71)	138
4401 ALCOHOLIC BEVERAGE PERMIT	14,000	745.00	875.00	14,205.00	0.00	13,125.00	6
4402 SIGN PERMIT	2,000	0.00	1,477.50	2,615.00	0.00	522.50	73
4405 BURGLAR ALARM REGISTRATION	500	0.00	625.00	550.00	0.00 (	125.00)	125
4406 STREET CULVERTS	2,000	0.00	0.00	8,938.76	0.00	2,000.00	0
4407 BUSINESS REGISTRATION	2,000	0.00	175.00	1,550.00	0.00	1,825.00	8
4430 PEDDLER PERMIT	1,200	0.00	125.00	725.00	0.00	1,075.00	10
4440 TAXI CAB PERMIT	2,000	0.00	2,000.00	2,000.00	0.00	0.00	100
4445 WRECKER PERMIT	6,000	0.00	6,050.00	6,550.00	0.00 (	50.00)	100
TOTAL LICENCES & PERMITS	179,700	4,676.00	218,892.21	126,323.08	0.00 (	39,192.21)	121
<b>OTHER INCOME</b>							
4505 SALE OF FIXED ASSETS	0	0.00	0.00	4,273.75	0.00	0.00	0
4510 SALE OF PROPERTY	300,000	0.00	16,872.00	28,640.50	0.00	283,128.00	5
4512 CLEAR CHANNEL LEASE	60,000	15,000.00	30,000.00	60,000.00	0.00	30,000.00	50
4515 OPEN RECORDS REQUEST	0	80.80	668.70	0.00	0.00 (	668.70)	0
4516 INTEREST	7,500	110.18	5,703.60	9,330.43	0.00	1,796.40	76
4517 COMMUNITY CENTER RENTAL	22,000 (	800.00)	5,000.00	22,610.00	0.00	17,000.00	22
4520 INSURANCE REIMBURSEMENTS	0	0.00	12,224.08	6,455.49	0.00 (	12,224.08)	0
4521 RENTAL INCOME	26,400	1,200.00	15,400.00	20,300.00	0.00	11,000.00	58
4590 MISC. INCOME	5,000	876.00	6,161.82	13,680.10	0.00 (	1,161.82)	123
TOTAL OTHER INCOME	420,900	16,466.98	92,030.20	165,290.27	0.00	328,869.80	21
<b>FIRE DEPT REVENUE</b>							
4600 FIRE DEPT REIMBURSEMENT	101,639	0.00	29,007.20	78,959.28	0.00	72,631.80	28
4610 FEMA REIMBURSEMENT	0	0.00	0.00	74,959.68	0.00	0.00	0
4611 CARES ACT/TX EMERGENCY MGMT	0	22,517.00	22,517.00	0.00	0.00 (	22,517.00)	0
TOTAL FIRE DEPT REVENUE	101,639	22,517.00	51,524.20	153,918.96	0.00	50,114.80	50
4799 CRIME VICTIM REIMBURSEMENT	0	0.00	0.00	1,864.54	0.00	0.00	0
TOTAL	0	0.00	0.00	1,864.54	0.00	0.00	0
<b>OTHER SOURCES &amp; USES</b>							
TOTAL REVENUES	5,955,301	376,184.16	4,347,337.86	4,988,462.64	0.00	1,607,963.14	73

01 -GENERAL FUND  
 DEPARTMENT - ADMINISTRATION

% OF YEAR COMPLETED: 91

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% ACT
<b>PERSONNEL SERVICES</b>							
510-5125 CAR ALLOWANCE	10,000	0.00	3,573.12	8,984.72	0.00	6,426.88	35
510-5150 CELL PHONE ALLOWANCE	2,701	138.48	1,785.70	1,617.45	0.00	915.30	66
510-5270 INSURANCE ADMINISTRATION	59,101	183.30	32,670.96	54,891.27	0.00	26,430.04	55
510-5275 UNEMPLOYMENT	648	0.00	451.50	75.45	0.00	196.50	69
510-5280 WORKERS COMP	2,043	( 6,474.67)	656.24	1,264.00	0.00	1,386.76	32
510-5370 PAYROLL TAX	22,078	714.34	13,617.50	26,895.21	0.00	8,460.50	61
510-5400 RETIREMENT ADMINISTRATION	21,039	711.04	13,780.96	27,786.35	0.00	7,258.04	65
510-5410 SALARIES	270,115	9,615.36	167,641.07	365,727.94	0.00	102,473.93	62
510-5411 OVERTIME	0	0.00	0.00	386.31	0.00	0.00	0
510-5412 INCENTIVE PAY/CERTIFICATIONS	4,700	0.00	4,400.00	5,100.00	0.00	300.00	93
510-5413 LONGEVITY	1,090	0.00	1,250.00	1,075.00	0.00	( 160.00)	114
510-5420 HR COMPENSATION/PROGRAM POOL	0	0.00	0.00	( 720.00)	0.00	0.00	0
TOTAL PERSONNEL SERVICES	393,515	4,887.85	239,827.05	493,083.70	0.00	153,687.95	60
<b>EMPLOYEE RELATED</b>							
510-6000 HR EXPENSES	1,500	254.90	1,387.16	2,142.91	0.00	112.84	92
510-6005 FLEX CARDS ADMIN FEES	1,100	0.00	1,100.00	1,100.00	0.00	0.00	100
510-6010 TRAINING - ALL ADMIN	7,000	( 262.00)	404.04	9,827.04	0.00	6,595.96	5
510-6011 TRAINING - CITY COUNCIL	3,095	( 275.99)	2,661.25	0.00	0.00	433.75	85
TOTAL EMPLOYEE RELATED	12,695	( 283.09)	5,552.45	13,069.95	0.00	7,142.55	43
<b>SUPPLIES</b>							
510-7300 SMALL TOOLS & EQUIPMENT	0	0.00	0.00	698.85	0.00	0.00	0
510-7350 OFFICE SUPPLIES	2,200	( 478.70)	2,323.94	3,426.01	0.00	( 123.94)	105
510-7400 POSTAGE	900	99.00	7,347.36	1,913.28	0.00	( 6,447.36)	816
TOTAL SUPPLIES	3,100	( 379.70)	9,671.30	6,038.14	0.00	( 6,571.30)	311
<b>OPERATIONS</b>							
510-8100 AUDIT	25,000	0.00	20,000.00	25,500.00	0.00	5,000.00	80
510-8125 ELECTION EXPENSES	10,000	0.00	0.00	9,601.74	0.00	10,000.00	0
510-8130 INSPECTION FEES	25,000	5,321.04	98,554.51	23,624.94	0.00	( 73,554.51)	394
510-8200 INSURANCE-LIABILITY	89,140	( 5,667.08)	86,825.26	88,016.49	0.00	2,314.74	97
510-8275 COMMUNITY RELATIONS	25,000	0.00	20,116.87	19,634.91	0.00	4,883.13	80
510-8310 LEGAL EXPENSE	85,000	13,165.45	100,655.45	74,692.61	0.00	( 15,655.45)	118
510-8315 PROFESSIONAL FEES	0	0.00	0.00	459.48	0.00	0.00	0
510-8325 RENTALS/SERVICE AGREEMENTS	59,969	2,029.92	32,996.59	36,384.03	0.00	26,972.41	55
510-8326 EMERGENCY SERVICES	165,000	41,250.00	165,000.00	141,214.37	0.00	0.00	100
510-8400 OPERATION EXPENSES	2,000	179.97	7,691.09	7,009.19	0.00	( 5,691.09)	384
510-8405 PUBLICATIONS	0	0.00	56.50	4,241.36	0.00	( 56.50)	0
510-8425 ANNUAL DUES	3,000	434.50	8,668.28	5,573.50	0.00	( 5,668.28)	288
510-8440 UTILITIES/GAS	27,500	1,592.41	16,439.43	14,254.01	0.00	11,060.57	59
510-8445 CITY HALL MAINTENANCE	45,750	( 41,074.00)	31,669.85	22,156.28	0.00	14,080.15	69
510-8455 COMMUNITY CENTER EXPENSE	25,000	1,072.52	19,560.07	15,918.37	0.00	5,439.93	78
510-8460 CODIFICATION	3,490	0.00	225.00	1,225.00	0.00	3,265.00	6
510-8465 RECORDS MANAGEMENT	7,569	312.30	2,806.86	4,152.50	0.00	4,762.14	37
510-8515 CONTRACT SERVICES	20,000	5,750.98	39,443.23	95,464.90	0.00	( 19,443.23)	197
TOTAL OPERATIONS	618,418	24,368.01	650,708.99	589,123.68	0.00	( 32,290.99)	105

01 -GENERAL FUND  
 DEPARTMENT - ADMINISTRATION

% OF YEAR COMPLETED: 91

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% ACT
<u>OTHER SOURCES/USES</u>							
510-9400 CAPITAL OUTLAY - EQUIPMENT	0	42,144.00	56,013.00 (	35,764.87)	0.00 (	56,013.00)	0
510-9901 TRANSF TO CAPITAL PROJECTS	600,000	0.00	500,000.00	0.00	0.00	100,000.00	83
510-9903 CARES ACT/TX EMERGENCY MGMT	0	930.00	930.00	0.00	0.00 (	930.00)	0
TOTAL OTHER SOURCES/USES	<u>600,000</u>	<u>43,074.00</u>	<u>556,943.00</u> (	<u>35,764.87)</u>	<u>0.00</u>	<u>43,057.00</u>	<u>92</u>
TOTAL ADMINISTRATION	1,627,728	71,667.07	1,462,702.79	1,065,550.60	0.00	165,025.21	89

01 -GENERAL FUND  
 DEPARTMENT - COMMUNICATIONS/MARKETING

% OF YEAR COMPLETED: 91

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% ACT
<u>PERSONNEL SERVICES</u>							
515-5150 CELL PHONE ALLOWANCE	900	0.00	0.00	0.00	0.00	900.00	0
515-5270 GROUP INSURANCE	8,863	0.00	4,775.04	0.00	0.00	4,087.96	53
515-5275 UNEMPLOYMENT	162	0.00	144.00	0.00	0.00	18.00	88
515-5280 WORKERS COMP	216	(101.74)	78.40	0.00	0.00	137.60	36
515-5370 PAYROLL TAX	5,116	0.00	2,921.00	0.00	0.00	2,195.00	57
515-5400 RETIREMENT	4,875	0.00	2,911.40	0.00	0.00	1,963.60	59
515-5410 SALARIES	65,000	0.00	35,000.00	0.00	0.00	30,000.00	53
515-5411 OVERTIME	0	0.00	4,921.88	0.00	0.00	(4,921.88)	0
515-5412 INCENTIVE/CERTIFICATON PAY	900	0.00	0.00	0.00	0.00	900.00	0
515-5413 LONGETIVITY	70	0.00	15.00	0.00	0.00	55.00	21
TOTAL PERSONNEL SERVICES	86,102	(101.74)	50,766.72	0.00	0.00	35,335.28	58
<u>EMPLOYEE RELATED</u>							
515-6010 TRAINING/TRAVEL	1,500	0.00	181.31	0.00	0.00	1,318.69	12
TOTAL EMPLOYEE RELATED	1,500	0.00	181.31	0.00	0.00	1,318.69	12
<u>SUPPLIES</u>							
515-7350 OFFICE SUPPLIES	1,000	0.00	2.42	0.00	0.00	997.58	0
515-7400 POSTAGE	250	0.00	0.00	0.00	0.00	250.00	0
TOTAL SUPPLIES	1,250	0.00	2.42	0.00	0.00	1,247.58	0
<u>OPERATIONS</u>							
515-8275 COMMUNITY/PUBLIC RELATIONS	0	0.00	3,128.12	0.00	0.00	(3,128.12)	0
515-8400 OPERATION EXPENSES	0	0.00	5,007.85	0.00	0.00	(5,007.85)	0
515-8405 PUBLICATIONS	5,000	0.00	1,908.88	0.00	0.00	3,091.12	38
TOTAL OPERATIONS	5,000	0.00	10,044.85	0.00	0.00	(5,044.85)	200
TOTAL COMMUNICATIONS/MARKETING	93,852	(101.74)	60,995.30	0.00	0.00	32,856.70	64

01 -GENERAL FUND  
 DEPARTMENT - MUNICIPAL COURT

% OF YEAR COMPLETED: 91

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% ACT
<b>PERSONNEL SERVICES</b>							
520-5270 INSURANCE COURT	13,673	109.80	12,552.58	12,596.76	0.00	1,120.42	91
520-5275 UNEMPLOYMENT INSURANCE	648	0.00	366.12	51.40	0.00	281.88	56
520-5280 WORKERS COMP INS	211	141.17	517.03	214.44	0.00	(306.03)	245
520-5370 PAYROLL TAX	5,008	403.63	4,776.84	4,410.36	0.00	231.16	95
520-5400 RETIREMENT COURT	3,037	269.18	3,304.46	2,934.25	0.00	(267.46)	108
520-5410 SALARIES	63,360	5,592.32	61,524.39	56,323.00	0.00	1,835.61	97
520-5411 OVERTIME	1,000	0.00	421.55	169.47	0.00	578.45	42
520-5412 INCENTIVE PAY/CERTIFICATION	1,200	0.00	600.00	0.00	0.00	600.00	50
520-5413 LONGEVITY	205	0.00	200.00	145.00	0.00	5.00	97
TOTAL PERSONNEL SERVICES	88,342	6,516.10	84,262.97	76,844.68	0.00	4,079.03	95
<b>EMPLOYEE RELATED</b>							
520-6002 EMPLOYEE TESTING	0	(40.00)	0.00	0.00	0.00	0.00	0
520-6010 TRAINING - CLERK/JUDGE	2,600	0.00	848.52	575.00	0.00	1,751.48	32
TOTAL EMPLOYEE RELATED	2,600	(40.00)	848.52	575.00	0.00	1,751.48	32
<b>SUPPLIES</b>							
520-7350 OFFICE EXPENSE	530	134.73	793.16	850.47	0.00	(263.16)	149
520-7400 POSTAGE	700	0.00	470.70	527.00	0.00	229.30	67
520-7700 SOFTWARE PURCHASE/RENEWAL	236	0.00	0.00	69.50	0.00	236.00	0
520-7702 HARDWARE PURCHASE	0	0.00	0.00	12,583.00	0.00	0.00	0
TOTAL SUPPLIES	1,466	134.73	1,263.86	14,029.97	0.00	202.14	86
<b>OPERATIONS</b>							
520-8310 LEGAL EXPENSE	27,600	750.00	17,175.00	26,500.00	0.00	10,425.00	62
520-8325 RENTAL/SERVICE AGREEMENT	4,145	(8,547.73)	3,812.01	5,022.30	0.00	332.99	91
520-8413 LINEBARGER COLLECTION FEES	35,000	3,591.81	10,860.61	26,305.25	0.00	24,139.39	31
520-8415 JUROR EXPENSE	144	0.00	0.00	0.00	0.00	144.00	0
520-8425 ANNUAL DUES	0	0.00	0.00	150.00	0.00	0.00	0
520-8430 TECHNOLOGY FUND EXPENSES	7,500	8,768.73	14,925.51	18,078.79	0.00	(7,425.51)	199
520-8431 SECURITY FEE EXPENSES	4,710	0.00	1,185.98	6,496.90	0.00	3,524.02	25
520-8470 CREDIT CARDS FEES	5,500	447.32	5,917.87	5,737.42	0.00	(417.87)	107
TOTAL OPERATIONS	84,599	5,010.13	53,876.98	88,290.66	0.00	30,722.02	63
TOTAL MUNICIPAL COURT	177,007	11,620.96	140,252.33	179,740.31	0.00	36,754.67	79

01 -GENERAL FUND  
 DEPARTMENT - IT

% OF YEAR COMPLETED: 91

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% ACT
<u>PERSONNEL SERVICES</u>							
525-5150 CELL PHONE ALLOWANCE	900	0.00	0.00	0.00	0.00	900.00	0
525-5270 GROUP INSURANCE	18,462	36.75	3,702.87	0.00	0.00	14,759.13	20
525-5275 UNEMPLOYMENT	162	0.00	144.00	0.00	0.00	18.00	88
525-5280 WORKERS COMP	265	69.69	241.24	0.00	0.00	23.76	91
525-5370 PAYROLL TAX	6,263	282.46	4,383.66	0.00	0.00	1,879.34	69
525-5400 RETIREMENT	5,968	269.17	4,177.34	0.00	0.00	1,790.66	70
525-5410 SALARIES	80,000	12,142.31	85,698.03	0.00	0.00	( 5,698.03)	107
525-5411 OVERTIME	0	0.00	3,778.89	0.00	0.00	( 3,778.89)	0
525-5412 INCENTIVES/CERT.PAY	900	0.00	600.00	0.00	0.00	300.00	66
525-5413 LONGEVITY	70	0.00	0.00	0.00	0.00	70.00	0
TOTAL PERSONNEL SERVICES	112,990	12,800.38	102,726.03	0.00	0.00	10,263.97	90
<u>EMPLOYEE RELATED</u>							
525-6010 TRAINING	1,500	0.00	0.00	0.00	0.00	1,500.00	0
TOTAL EMPLOYEE RELATED	1,500	0.00	0.00	0.00	0.00	1,500.00	0
<u>SUPPLIES</u>							
525-7300 SMALL TOOLS & EQUIPMENT	12,000	0.00	2,681.82	0.00	0.00	9,318.18	22
525-7350 OFFICE SUPPLIES	1,000	0.00	156.22	0.00	0.00	843.78	15
525-7400 POSTAGE	750	0.00	0.00	0.00	0.00	750.00	0
525-7700 SOFTWARE PURCHASES	0	800.00	11,168.00	0.00	0.00	( 11,168.00)	0
525-7701 SOFTWARE RENEWALS	19,743	611.64	14,357.55	0.00	0.00	5,385.45	72
525-7702 HARDWARE PURCHASES	4,088	0.00	9,484.09	0.00	0.00	( 5,396.09)	232
525-7704 AV SYSTEM MAINTENANCE	4,900	0.00	31.80	0.00	0.00	4,868.20	0
525-7706 WEBSITE/DOMAIN EXPENSES	10,535	0.00	7,052.28	0.00	0.00	3,482.72	66
TOTAL SUPPLIES	53,016	1,411.64	44,931.76	0.00	0.00	8,084.24	84
<u>OPERATIONS</u>							
525-8515 CONTRACT SERVICES	10,000	139.00	8,884.45	0.00	0.00	1,115.55	88
TOTAL OPERATIONS	10,000	139.00	8,884.45	0.00	0.00	1,115.55	88
<u>OTHER SOURCES/USES</u>							
TOTAL IT	177,506	14,351.02	156,542.24	0.00	0.00	20,963.76	88

01 -GENERAL FUND  
 DEPARTMENT - PUBLIC WORKS

% OF YEAR COMPLETED: 91

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% ACT
<u>PERSONNEL SERVICES</u>							
530-5270 GROUP INSURANCE	102,000	610.50	59,013.70	73,934.81	0.00	42,986.30	57
530-5275 UNEMPLOY, TAX	1,296	0.00	864.00	44.00	0.00	432.00	66
530-5280 W/COMP	12,128	2,428.24	12,223.38	9,455.72	0.00 (	95.38)	100
530-5370 P/R TAX -	20,342	1,076.54	14,969.54	14,131.86	0.00	5,372.46	73
530-5400 RETIREMENT PUBLIC WORKS	18,489	1,130.60	15,457.98	15,230.94	0.00	3,031.02	83
530-5410 SALARIES	245,864	15,508.84	197,277.07	198,976.11	0.00	48,586.93	80
530-5411 OVERTIME	10,000	0.00	846.27	2,410.85	0.00	9,153.73	8
530-5412 INCENTIVE/CERTIFICATION	3,000	0.00	1,800.00	1,800.00	0.00	1,200.00	60
530-5413 LONGEVITY	5,785	0.00	6,085.00	5,740.00	0.00 (	300.00)	105
TOTAL PERSONNEL SERVICES	418,904	20,754.72	308,536.94	321,724.29	0.00	110,367.06	73
<u>EMPLOYEE RELATED</u>							
530-6002 EMPLOYEE TESTING	600	0.00	0.00	0.00	0.00	600.00	0
530-6010 TRAINING	5,000	0.00	215.00	505.29	0.00	4,785.00	4
TOTAL EMPLOYEE RELATED	5,600	0.00	215.00	505.29	0.00	5,385.00	3
<u>SUPPLIES</u>							
530-7200 FUEL	13,000	1,536.30	10,825.52	9,694.68	0.00	2,174.48	83
530-7300 SMALL TOOLS	3,000 (	228.34)	3,602.13	1,919.72	0.00 (	602.13)	120
530-7500 CHEMICALS	2,500	174.36	1,657.55	1,493.28	0.00	842.45	66
TOTAL SUPPLIES	18,500	1,482.32	16,085.20	13,107.68	0.00	2,414.80	86
<u>OPERATIONS</u>							
530-8215 STORM WATER MGMT PROG.	20,000	0.00	40,748.50	11,555.00	0.00 (	20,748.50)	203
530-8230 RESIDENTIAL SOLID WASTE DISPO	135,000	0.00	79,159.36	100,885.84	0.00	55,840.64	58
530-8250 MAINT. RADIOS - PUBLIC WORKS	2,000	0.00	0.00	1,196.56	0.00	2,000.00	0
530-8300 UNIFORMS	6,000	261.38	4,742.66	4,534.18	0.00	1,257.34	79
530-8325 RENTAL/SERVICES	14,000	28.87	6,117.49	6,462.45	0.00	7,882.51	43
530-8330 MATERIALS	10,000	1,505.71	12,403.93	14,199.92	0.00 (	2,403.93)	124
530-8335 LANDSCAPING	20,000	737.50	15,089.80	33,812.77	0.00	4,910.20	75
530-8425 ANNUAL DUES	400	0.00	0.00	189.00	0.00	400.00	0
530-8440 UTILITIES	85,000	5,703.71	57,033.03	66,668.84	0.00	27,966.97	67
530-8445 MAINT BUILDING/GROUND	25,000	178.00	18,029.86	14,389.31	0.00	6,970.14	72
530-8450 EQUIPMENT MAINT.	20,000	2,709.78	17,958.22	20,808.85	0.00	2,041.78	89
530-8460 OTHER OPERATING	2,000	0.00	2,864.74	5,016.99	0.00 (	864.74)	143
530-8470 TRAFFIC CONTROL	4,000	0.00	4,113.29	1,616.67	0.00 (	113.29)	102
TOTAL OPERATIONS	343,400	11,124.95	258,260.88	281,336.38	0.00	85,139.12	75
<u>OTHER SOURCES/USES</u>							
530-9400 CAPITAL OUTLAY	33,725	0.00	0.00	0.00	0.00	33,725.00	0
TOTAL OTHER SOURCES/USES	33,725	0.00	0.00	0.00	0.00	33,725.00	0
TOTAL PUBLIC WORKS	820,129	33,361.99	583,098.02	616,673.64	0.00	237,030.98	71

01 -GENERAL FUND  
 DEPARTMENT - POLICE

% OF YEAR COMPLETED: 91

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% ACT
<b>PERSONNEL SERVICES</b>							
540-5270 INSURANCE POLICE	343,732	1,447.32	186,871.40	259,829.78	0.00	156,860.60	54
540-5275 UNEMPLOYMENT	5,130	0.00	3,486.13	360.63	0.00	1,643.87	67
540-5280 WORKER'S COMP	44,808	9,604.39	48,527.47	31,043.42	0.00	3,719.47	108
540-5370 PAYROLL TAX POLICE	122,064	7,263.81	107,184.29	96,223.75	0.00	14,879.71	87
540-5400 RETIREMENT POLICE	116,319	6,909.98	104,834.13	96,322.88	0.00	11,484.87	90
540-5410 SALARIES POLICE	1,425,117	110,498.87	1,170,661.18	1,189,256.63	0.00	254,455.82	82
540-5411 OVERTIME	100,000	12,434.06	184,597.15	88,489.03	0.00	84,597.15	184
540-5412 INCENTIVE PAY/CERTIFICATION	39,155	1,566.00	61,437.26	58,699.80	0.00	22,282.26	156
540-5413 LONGEVITY	11,330	0.00	12,980.00	13,255.00	0.00	1,650.00	114
540-5415 PART TIME PERSONNEL	0	25,013.05	0.00	13,822.26	0.00	0.00	0
<b>TOTAL PERSONNEL SERVICES</b>	<b>2,207,655</b>	<b>124,711.38</b>	<b>1,880,579.01</b>	<b>1,847,303.18</b>	<b>0.00</b>	<b>327,075.99</b>	<b>85</b>
<b>EMPLOYEE RELATED</b>							
540-6002 EMPLOYEE TESTING	1,000	262.23	1,207.23	4,518.24	0.00	207.23	120
540-6010 TRAINING/WORKSHOP	15,000	157.12	9,353.01	11,753.79	0.00	5,646.99	62
<b>TOTAL EMPLOYEE RELATED</b>	<b>16,000</b>	<b>419.35</b>	<b>10,560.24</b>	<b>16,272.03</b>	<b>0.00</b>	<b>5,439.76</b>	<b>66</b>
<b>SUPPLIES</b>							
540-7200 POLICE VEHICLES	35,000	1,842.56	25,065.83	41,013.10	0.00	9,934.17	71
540-7300 SMALL TOOLS/EQUIPMENT	3,000	0.00	2,462.23	6,880.94	0.00	537.77	82
540-7350 OFFICE SUPPLIES	4,000	687.45	4,728.17	4,606.48	0.00	728.17	118
540-7355 CHILD SAFETY MATERIALS	0	0.00	0.00	2,908.78	0.00	0.00	0
540-7400 POSTAGE	750	3.80	102.55	415.15	0.00	647.45	13
540-7500 MISC. SUPPLIES	2,500	230.21	2,458.32	819.56	0.00	41.68	98
540-7600 K-9 EXPENSE	5,000	656.49	1,571.79	1,731.19	0.00	3,428.21	31
<b>TOTAL SUPPLIES</b>	<b>50,250</b>	<b>3,420.51</b>	<b>36,388.89</b>	<b>58,375.20</b>	<b>0.00</b>	<b>13,861.11</b>	<b>72</b>
<b>OPERATIONS</b>							
540-8210 COMPUTER TECHNOLOGY	0	0.00	78.44	12,705.52	0.00	78.44	0
540-8250 RADIO COMMUNICATIONS	20,000	0.00	16,965.10	14,372.69	0.00	3,034.90	84
540-8276 LEOSE TRAINING	0	0.00	0.00	1,499.00	0.00	0.00	0
540-8300 UNIFORMS POLICE	15,000	462.38	12,995.67	10,494.47	0.00	2,004.33	86
540-8301 AMMO	0	0.00	0.00	3,499.60	0.00	0.00	0
540-8325 RENTAL/SERVICE AGREEMENT	62,500	5,326.63	56,969.38	66,648.24	0.00	5,530.62	91
540-8350 DETENTIONS POLICE	2,000	0.00	578.64	1,662.90	0.00	1,421.36	28
540-8375 COMMUNITY ORIENTED POLICING	1,500	0.00	79.90	1,305.00	0.00	1,420.10	5
540-8400 SUPPLIES OPERATIONS	2,000	0.00	964.37	1,333.19	0.00	1,035.63	48
540-8425 DUES/SUBSCRIPTIONS	750	0.00	237.03	492.18	0.00	512.97	31
540-8450 MAINTENANCE-VEHICLES	25,000	1,491.76	37,295.78	22,171.49	0.00	12,295.78	149
540-8460 MISC OPERATIONAL COST POLICE	0	0.00	0.00	13,865.03	0.00	0.00	0
540-8475 EMPLOYEE AWARDS/PRESENTATIONS	2,000	0.00	50.00	2,890.42	0.00	1,950.00	2
540-8476 POLICE EXPENSES - DONATION	0	0.00	0.00	31,755.79	0.00	0.00	0
540-8600 EMERGENCY MANAGEMENT	0	8,829.52	859.60	4,777.00	0.00	859.60	0
<b>TOTAL OPERATIONS</b>	<b>130,750</b>	<b>1,548.75</b>	<b>125,354.71</b>	<b>189,472.52</b>	<b>0.00</b>	<b>5,395.29</b>	<b>95</b>

01 -GENERAL FUND  
 DEPARTMENT - POLICE

% OF YEAR COMPLETED: 91

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% ACT
<u>OTHER SOURCES/USES</u>							
540-9100 VEHICLES PRINCIPAL	0	0.00	0.00	405.00	0.00	0.00	0
540-9301 CAPITAL EXPENSE- FURNITURE	0	0.00	0.00	22,752.39	0.00	0.00	0
540-9904 COVID-19 FEMA	<u>0</u>	<u>8,316.52</u>	<u>8,316.52</u>	<u>0.00</u>	<u>0.00</u>	<u>( 8,316.52)</u>	<u>0</u>
TOTAL OTHER SOURCES/USES	<u>0</u>	<u>8,316.52</u>	<u>8,316.52</u>	<u>23,157.39</u>	<u>0.00</u>	<u>( 8,316.52)</u>	<u>0</u>
 TOTAL POLICE	 2,404,655	 135,319.01	 2,061,199.37	 2,134,580.32	 0.00	 343,455.63	 85

01 -GENERAL FUND  
 DEPARTMENT - FIRE DEPARTMENT

% OF YEAR COMPLETED: 91

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% ACT
<b>PERSONNEL SERVICES</b>							
550-5270 INSURANCE FIRE DEPT	9,506	0.00	1,872.05	8,317.04	0.00	7,633.95	19
550-5275 UNEMPLOYMENT	171	0.00	0.00	6.00	0.00	171.00	0
550-5280 WORKERS COMP	2,022	0.00	1,759.04	1,512.32	0.00	262.96	87
550-5370 PAYROLL TAX	5,986	0.00	1,895.32	5,249.91	0.00	4,090.68	31
550-5400 RETIREMENT FIRE DEPT	5,704	0.00	1,806.10	5,078.46	0.00	3,897.90	31
550-5410 SALARIES	75,005	0.00	20,396.98	67,388.93	0.00	54,608.02	27
550-5412 INCENTIVE/CERTIFICATION	2,180	0.00	2,180.00	2,180.00	0.00	0.00	100
550-5413 LONGEVITY	1,065	0.00	150.00	95.00	0.00	915.00	14
<b>TOTAL PERSONNEL SERVICES</b>	<b>101,639</b>	<b>0.00</b>	<b>30,059.49</b>	<b>89,827.66</b>	<b>0.00</b>	<b>71,579.51</b>	<b>29</b>
<b>TOTAL FIRE DEPARTMENT</b>	<b>101,639</b>	<b>0.00</b>	<b>30,059.49</b>	<b>89,827.66</b>	<b>0.00</b>	<b>71,579.51</b>	<b>29</b>

01 -GENERAL FUND  
 DEPARTMENT - GRANT

% OF YEAR COMPLETED: 91

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% ACT
<b>OPERATIONS</b>							
570-8700 TCDP PLANNING GRANT	0	0.00	0.00	3,500.00	0.00	0.00	0
TOTAL OPERATIONS	0	0.00	0.00	3,500.00	0.00	0.00	0
TOTAL GRANT	0	0.00	0.00	3,500.00	0.00	0.00	0

01 -GENERAL FUND

% OF YEAR COMPLETED: 91

	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% ACT
TOTAL EXPENDITURES	5,402,516	266,218.31	4,494,849.54	4,089,872.53	0.00	907,666.46	83
REVENUE OVER/(UNDER) EXPENDITURES	552,785	109,965.85	( 147,511.68)	898,590.11	0.00	700,296.68	

VENDOR SET: 01 City of Kemah  
 BANK: AP REGULAR ACCOUNTS PAYABLE  
 DATE RANGE: 8/01/2020 THRU 8/31/2020

2020-09-16 Council Packet

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1590	ACE IMAGEWEAR	R	8/05/2020			004493		35.00
1408	BUREAU VERITAS NORTH AMERICA,	R	8/05/2020			004494		3,445.01
0662	COMCAST	R	8/05/2020			004495		181.63
0159	GAL CO HEALTH DISTRICT	R	8/05/2020			004496		44,680.00
0139	GALVESTON CENTRAL APPRAISAL DI	R	8/05/2020			004497		1,289.73
0025	GALVESTON COUNTY DAILY NEWS	R	8/05/2020			004498		117.00
1753	GEXA ENERGY	R	8/05/2020			004499		6,699.59
0012	GREGG & GREGG ATTORNEYS A	R	8/05/2020			004500		13,915.45
0052	KEMAH HARDWARE	R	8/05/2020			004501		642.03
2095	PRISM TECH TX LLC	V	8/05/2020			004502		3,100.00
2095	PRISM TECH TX LLC							
2095	PRISM TECH TX LLC							
M-CHECK	PRISM TECH TX LLC	VOIDED	8/05/2020			004502		3,100.00CR
2103	QUALITY INN & SUITES (TXE29)	R	8/05/2020			004503		109.98
1703	REBECCA ROSEBERRY	R	8/05/2020			004504		1,303.30
2067	SHANE BRIDGES	R	8/05/2020			004505		788.75
0483	SOUTH HOUSTON CONCRETE PIPE	R	8/05/2020			004506		760.00
1077	TYLER TECHNOLOGIES, INC.	R	8/05/2020			004507		150.00
0049	WEX BANK	R	8/05/2020			004508		462.79
0049	WEX BANK	R	8/05/2020			004509		1,791.11
1590	ACE IMAGEWEAR	R	8/13/2020			004511		76.52
1597	APACHE OIL COMPANY	R	8/13/2020			004512		350.00
0072	CENTERPOINT ENERGY	R	8/13/2020			004513		70.91

VENDOR SET: 01 City of Kemah

BANK: AP REGULAR ACCOUNTS PAYABLE

2020-09-16 Council Packet

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DATE RANGE: 8/01/2020 THRU 8/31/2020

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0662	COMCAST	R	8/13/2020			004514		1,219.17
0126	D & D PEST CONTROL	R	8/13/2020			004515		150.00
1713	FRONTIER COMMUNICATIONS	R	8/13/2020			004516		1,124.85
1760	JET CIVIL CONSULTING, LLC	R	8/13/2020			004517		2,550.00
0086	LOGIX COMMUNICATIONS	R	8/13/2020			004518		9.69
0069	MATHESON TRI-GAS	R	8/13/2020			004519		174.36
0771	MUNICODE	R	8/13/2020			004520		800.00
0269	OFFICE DEPOT	R	8/13/2020			004521		247.99
0031	PC CABLE CONNEXION INC	R	8/13/2020			004522		139.00
1565	PITNEY BOWES	R	8/13/2020			004523		99.00
2095	PRISM TECH TX LLC	R	8/13/2020			004524		3,050.00
2103	QUALITY INN & SUITES (TXE29)	R	8/13/2020			004525		164.97
2070	SAM DEES	R	8/13/2020			004526		325.00
0483	SOUTH HOUSTON CONCRETE PIPE	R	8/13/2020			004527		100.00
1242	VINCENT RUSCELLI, PH.D.	R	8/13/2020			004528		125.00
0544	VISA	R	8/13/2020			004529		1,825.77
1703	REBECCA ROSEBERRY	R	8/14/2020			004533		1,512.75
2095	PRISM TECH TX LLC	R	8/17/2020			004534		3,100.00
1	LINDSAY TORRES	R	8/20/2020			004535		800.00
1	TORRES, LINDSAY	R	8/20/2020			004536		500.00
1590	ACE IMAGEWEAR	R	8/21/2020			004537		74.93
1533	ASCO	R	8/21/2020			004538		2,401.91

VENDOR SET: 01 City of Kemah  
 BANK: AP REGULAR ACCOUNTS PAYABLE  
 DATE RANGE: 8/01/2020 THRU 8/31/2020

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2074	AUTO ZONE, INC.	R	8/21/2020			004539		15.72
0138	BOB'S A/C AND HEATING, INC.	R	8/21/2020			004540		178.00
0047	BROOKSIDE	R	8/21/2020			004541		118.87
2085	CANON FINANCIAL SERVICES, INC	R	8/21/2020			004542		545.00
0662	COMCAST	R	8/21/2020			004543		28.87
0697	LEXISNEXIS RISK SOLUTIONS	R	8/21/2020			004544		71.00
0083	LIGGIO'S TIRE	R	8/21/2020			004545		915.52
2095	PRISM TECH TX LLC	R	8/21/2020			004546		2,300.00
2103	QUALITY INN & SUITES (TXE29)	R	8/21/2020			004547		109.98
1632	ST ELIZABETH FAMILY CARE	R	8/21/2020			004548		80.00
0858	VERIZON WIRELESS	R	8/21/2020			004549		113.97
1735	VICTORIA'S LANDSCAPING	R	8/21/2020			004550		2,460.00
VITAL	VITAL RECORDS CONTROL	R	8/21/2020			004551		62.30
0429	WALMART	R	8/21/2020			004552		70.68
0027	GALVESTON CO WCID #12	R	8/21/2020			004553		2,083.22
1590	ACE IMAGEWEAR	R	8/28/2020			004565		74.93
1597	APACHE OIL COMPANY	R	8/28/2020			004566		1,073.51
1633	COMCAST BUSINESS	R	8/28/2020			004567		529.56
0940	E.D.S LANDSCAPING	R	8/28/2020			004568		37.50
0094	IMAGENET CONSULTING	R	8/28/2020			004569		308.72
2106	KIRBY EMERGENCY PHYSICIANS	R	8/28/2020			004570		57.23
0906	LINEBARGER GOGGAN BLAIR & SAMP	R	8/28/2020			004571		3,591.81

VENDOR SET: 01 City of Kemah  
 BANK: AP REGULAR ACCOUNTS PAYABLE  
 DATE RANGE: 8/01/2020 THRU 8/31/2020

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0955	LJA ENGINEERING & SURVEYING, I	R	8/28/2020			004572		1,087.28
0801	READYREFRESH BY NESTLE	R	8/28/2020			004573		111.77
0948	RECORDS CONSULTANTS, INC	R	8/28/2020			004574		250.00
2070	SAM DEES	R	8/28/2020			004575		275.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	67	117,013.63	0.00	113,913.63
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	1 VOID DEBITS	0.00		
	VOID CREDITS	3,100.00CR		
		3,100.00CR	0.00	

TOTAL ERRORS: 0

VENDOR SET: 01 BANK: AP TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
	68	113,913.63	0.00	113,913.63
BANK: AP TOTALS:	68	113,913.63	0.00	113,913.63

## Hotel Occupancy Tax (HOT) Budget



04 -HOTEL & MOTEL FUND

ACCOUNT# TITLE

ASSETS

1002 HOTEL FUNDS - TEXAS FIRST BANK 483,319.56

483,319.56

TOTAL ASSETS

483,319.56

04 -HOTEL & MOTEL FUND

ACCOUNT# TITLE

LIABILITIES

2080	DUE TO GENERAL FUND	2,106.71	
	TOTAL LIABILITIES		2,106.71

FUND BALANCE/RESERVES

3001	FUND BALANCE	2,924,813.05	
3956	TRANSFER TO CAPITAL	( 2,443,066.00)	
	TOTAL FUND BALANCE/RESERVES		481,747.05

TOTAL REVENUE	378,137.50	
TOTAL EXPENDITURES	378,671.70	
EXCESS REVENUES OVER EXPENSES	( 534.20)	

TOTAL LIABILITIES & EQUITY/RETAINED EARNINGS		483,319.56
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04 -HOTEL & MOTEL FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91

	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% ACT
<u>REVENUE SUMMARY</u>							
TAXES	523,400	93,739.21	378,137.50	515,156.71	0.00	145,262.50	72
TOTAL REVENUES	523,400	93,739.21	378,137.50	515,156.71	0.00	145,262.50	72
<u>EXPENDITURE SUMMARY</u>							
NON-DEPARTMENTAL	512,888	5,029.65	378,671.70	325,948.58	0.00	134,216.30	73
TOTAL EXPENDITURES	512,888	5,029.65	378,671.70	325,948.58	0.00	134,216.30	73
REVENUE OVER/ (UNDER) EXPENDITURES	10,512	88,709.56	( 534.20)	189,208.13	0.00	11,046.20	

04 -HOTEL & MOTEL FUND

% OF YEAR COMPLETED: 91

REVENUES	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% ACT
<b>TAXES</b>							
4022-01 LANDRY'S BOARDWALK INN	185,000	16,107.04	132,283.81	180,812.64	0.00	52,716.19	71
4022-02 SCOTTISH INN & SUITES	9,000	2,629.99	8,048.31	8,855.40	0.00	951.69	89
4022-03 PALACE INN	25,000	348.73	19,988.32	23,471.67	0.00	5,011.68	79
4022-04 HOLIDAY INN	240,000	66,719.28	159,597.66	236,900.23	0.00	80,402.34	66
4022-05 KEMAH TRADING COMPANY	4,000	0.00	8,380.56	10,313.84	0.00	( 4,380.56)	209
4022-06 CLIPPER INN	1,200	0.00	504.41	1,016.11	0.00	695.59	42
4022-07 DAYS INN	40,000	3,606.62	31,609.65	36,684.55	0.00	8,390.35	79
4022-10 MISC. VACATION RENTALS	16,200	4,273.08	15,893.01	14,117.08	0.00	306.99	98
4023 INTEREST	3,000	54.47	1,821.27	2,985.19	0.00	1,178.73	60
4024 MISCELLANEOUS	0	0.00	10.50	0.00	0.00	( 10.50)	0
TOTAL TAXES	523,400	93,739.21	378,137.50	515,156.71	0.00	145,262.50	72
<b>OTHER SOURCES &amp; USES</b>							
TOTAL REVENUES	523,400	93,739.21	378,137.50	515,156.71	0.00	145,262.50	72

04 -HOTEL & MOTEL FUND  
 DEPARTMENT - NON-DEPARTMENTAL

% OF YEAR COMPLETED: 91

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% ACT
<u>EMPLOYEE RELATED</u>							
<u>OPERATIONS</u>							
510-8100 BAY AREA HOUSTON CVB	78,000	0.00	40,622.75	49,730.62	0.00	37,377.25	52
510-8135 TRAFFIC CONTROL	50,000	0.00	18,406.71	0.00	0.00	31,593.29	36
510-8150 KEMAH VISITOR CENTER MAINTEN.	20,000	431.38	11,134.98	21,302.67	0.00	8,865.02	55
510-8400 ADVERTISING & PROMOTIONS	50,000	2,250.00	28,335.40	88,013.00	0.00	21,664.60	56
510-8410 TOURISM WEBSITE/DOMAIN	7,500	0.00	0.00	3,040.52	0.00	7,500.00	0
510-8425 ANNUAL DUES	1,000	0.00	0.00	0.00	0.00	1,000.00	0
510-8435 UTILITIES	10,500	3,211.03	15,449.02	10,768.79	0.00	4,949.02	147
510-8440 CITY EVENTS	25,000	0.00	7,779.42	35,794.38	0.00	17,220.58	31
510-8450 CITY SPONSORED EVENTS	17,500	0.00	25,000.00	34,845.12	0.00	7,500.00	142
510-8501 AVIAN PIRATES	3,500	0.00	0.00	0.00	0.00	3,500.00	0
510-8502 BAY DAY	2,500	0.00	0.00	0.00	0.00	2,500.00	0
510-8503 BLESSING THE FLEET	5,000	0.00	2,954.25	5,000.00	0.00	2,045.75	59
510-8504 CHRISTMAS BOAT PARADE	7,500	0.00	7,599.85	7,500.00	0.00	99.85	101
510-8508 KEMAH SALUTE TO MILITARY SERV	19,888	0.00	19,916.92	19,976.77	0.00	28.92	100
510-8510 KREWE DU LAC	5,000	0.00	3,715.71	1,633.11	0.00	1,284.29	74
510-8511 MISS KEMAH/MISS KEMAH TEEN	15,000	0.00	14,683.69	843.60	0.00	316.31	97
510-8513 TEXAS OUTLAW CHALLENGE	7,500	0.00	7,500.00	7,500.00	0.00	0.00	100
510-8514 YACHTY GRAS NIGHT BOAT PARADE	2,500	0.00	2,500.00	2,500.00	0.00	0.00	100
510-8800 MANAGEMENT FEES	85,000	0.00	63,750.00	37,500.00	0.00	21,250.00	75
TOTAL OPERATIONS	412,888	5,029.65	269,348.70	325,948.58	0.00	143,539.30	65
<u>OTHER SOURCES/USES</u>							
510-9100 CAPITAL PROJECTS	0	0.00	9,323.00	0.00	0.00	9,323.00	0
510-9901 TRANSFER TO CAPITAL PPROJECTS	100,000	0.00	100,000.00	0.00	0.00	0.00	100
TOTAL OTHER SOURCES/USES	100,000	0.00	109,323.00	0.00	0.00	9,323.00	109
TOTAL NON-DEPARTMENTAL	512,888	5,029.65	378,671.70	325,948.58	0.00	134,216.30	73

04 -HOTEL & MOTEL FUND

TAL

% OF YEAR COMPLETED: 91

	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% ACT
TOTAL EXPENDITURES	512,888	5,029.65	378,671.70	325,948.58	0.00	134,216.30	73
REVENUE OVER/(UNDER) EXPENDITURES	10,512	88,709.56 (	534.20)	189,208.13	0.00	11,046.20	

9/02/2020 10:31 AM  
 VENDOR SET: 01 City of Kemah  
 BANK: HOTEL HOTEL  
 DATE RANGE: 8/01/2020 THRU 8/31/2020

A/P HISTORY CHECK REPORT  
 2020-09-16 Council Packet

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1849	WEB MEDIA GROUP LLC	R	8/05/2020			000646		2,250.00
0662	COMCAST	R	8/13/2020			000647		322.94
0138	BOB'S A/C AND HEATING, INC.	R	8/28/2020			000648		350.00

\* \* T O T A L S \* \*

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	3	2,922.94	0.00	2,922.94
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: HOTEL TOTALS:	3	2,922.94	0.00	2,922.94
BANK: HOTEL TOTALS:	3	2,922.94	0.00	2,922.94

# Kemah Community Development Corporation



**KEMAH COMMUNITY  
DEVELOPMENT CORPORATION**

06 -KCDC

ACCOUNT# TITLE

ASSETS

1001	KCDC CHECKING	1,207,470.42
1004	KCDC CD #1 (1882)	212,107.33
1005	KCDC CD #2 (1933)	769,041.29
1700	PREPAID EXPENSES	15,000.00
		<hr/>
		2,203,619.04

TOTAL ASSETS

2,203,619.04

06 -KCDC

ACCOUNT# TITLE

LIABILITIES

FUND BALANCE/RESERVES

3001	FUND BALANCE	2,112,967.67	
3050	UNRECONCILED DIFFERENCES	( 3,987.37)	
	TOTAL FUND BALANCE/RESERVES		2,108,980.30
TOTAL REVENUE		882,984.14	
TOTAL EXPENDITURES		788,345.40	
	EXCESS REVENUES OVER EXPENSES		94,638.74
TOTAL LIABILITIES & EQUITY/RETAINED EARNINGS			<u>2,203,619.04</u>

06 -KCDC  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91

	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% ACT
<u>REVENUE SUMMARY</u>							
TAXES	1,068,056	102,076.99	882,984.14	836,626.94	0.00	185,071.86	82
TOTAL REVENUES	1,068,056	102,076.99	882,984.14	836,626.94	0.00	185,071.86	82
<u>EXPENDITURE SUMMARY</u>							
NON-DEPARTMENTAL	1,015,615	( 14,662.50)	788,345.40	1,280,688.53	0.00	227,269.60	77
TOTAL EXPENDITURES	1,015,615	( 14,662.50)	788,345.40	1,280,688.53	0.00	227,269.60	77
REVENUE OVER/(UNDER) EXPENDITURES	52,441	116,739.49	94,638.74	( 444,061.59)	0.00	( 42,197.74)	

CITY OF KEMAH  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 2020-09-10 Council Packet  
 AS OF: AUGUST 31ST, 2020

06 -KCDC

% OF YEAR COMPLETED: 91

REVENUES	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% ACT
<u>TAXES</u>							
4035 SALES TAX	967,056	101,897.26	840,713.31	755,080.15	0.00	126,342.69	86
4036 INTEREST	8,500	179.73	6,882.44	8,234.47	0.00	1,617.56	80
4038 SHOPS OF KEMAH	92,500	0.00	35,388.39	73,312.32	0.00	57,111.61	38
TOTAL TAXES	1,068,056	102,076.99	882,984.14	836,626.94	0.00	185,071.86	82
<u>OTHER SOURCES &amp; USES</u>							
TOTAL REVENUES	1,068,056	102,076.99	882,984.14	836,626.94	0.00	185,071.86	82

06 -KCDC  
 DEPARTMENT - NON-DEPARTMENTAL

% OF YEAR COMPLETED: 91

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% ACT
<u>OPERATIONS</u>							
510-8000 MANAGEMENT FEES	85,000	0.00	63,750.00	37,500.00	0.00	21,250.00	75
510-8100 AUDIT	6,000	0.00	0.00	6,000.00	0.00	6,000.00	0
510-8275 TRAINING/WORKSHOPS	5,000	0.00	0.00	1,040.00	0.00	5,000.00	0
510-8310 LEGAL FEES	10,000	337.50	3,937.50	1,237.50	0.00	6,062.50	39
510-8425 DUES/MEMBERSHIPS	35,000	( 15,000.00)	10,000.00	25,045.00	0.00	25,000.00	28
510-8480 MARKETING/WEBSITE DEVELOPMENT	50,000	0.00	1,100.00	4,266.73	0.00	48,900.00	2
510-8550 BUSINESS RETENTION	48,000	0.00	782.50	0.00	0.00	47,217.50	1
510-8551 COMMUNITY DEVELOPMENT	33,615	0.00	0.00	13,984.81	0.00	33,615.00	0
510-8552 BEAUTIFICATION	43,000	0.00	8,775.40	13,279.49	0.00	34,224.60	20
TOTAL OPERATIONS	315,615	( 14,662.50)	88,345.40	102,353.53	0.00	227,269.60	27
<u>OTHER SOURCES/USES</u>							
510-9901 TRANSFER TO CAPITAL PROJECTS	700,000	0.00	700,000.00	1,178,335.00	0.00	0.00	100
TOTAL OTHER SOURCES/USES	700,000	0.00	700,000.00	1,178,335.00	0.00	0.00	100
TOTAL NON-DEPARTMENTAL	1,015,615	( 14,662.50)	788,345.40	1,280,688.53	0.00	227,269.60	77

06 -KCDC

TAL

% OF YEAR COMPLETED: 91

	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% ACT
TOTAL EXPENDITURES	1,015,615 (	14,662.50)	788,345.40	1,280,688.53	0.00	227,269.60	77
REVENUE OVER/(UNDER) EXPENDITURES	52,441	116,739.49	94,638.74 (	444,061.59)	0.00 (	42,197.74)	

9/02/2020 10:31 AM  
 VENDOR SET: 01 City of Kemah  
 BANK: KCDC KCDC  
 DATE RANGE: 8/01/2020 THRU 8/31/2020

A/P HISTORY CHECK REPORT  
 2020-09-16 Council Packet

PAGE: 7  
 45 of 78

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0012	GREGG & GREGG ATTORNEYS A	R	8/05/2020			002840		337.50

\*\*\* TOTALS \*\*\*

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	337.50	0.00	337.50
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:				
0 VOID DEBITS		0.00		
VOID CREDITS		0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: KCDC	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			1	337.50	0.00	337.50
BANK: KCDC	TOTALS:		1	337.50	0.00	337.50
REPORT TOTALS:			73	119,674.07	0.00	119,674.07

# Capital Improvement Projects



09 -CAPITAL PROJECTS

ACCOUNT# TITLE

ASSETS

1001	CAPITAL PROJECTS	1,342,493.68	
1200	C.I.P.- BEL ROAD	132,592.40	
1201	C.I.P. DRAINAGE IMPROVEMENTS	29,681.75	
1202	C.I.P. CITY FACILITIES	184,548.30	
		<hr/>	1,689,316.13

TOTAL ASSETS

1,689,316.13

09 -CAPITAL PROJECTS

ACCOUNT# TITLE

LIABILITIES

FUND BALANCE/RESERVES

3001	FUND BALANCE GF PROJECTS	795,887.45	
	TOTAL FUND BALANCE/RESERVES		795,887.45
	TOTAL REVENUE	1,302,326.46	
	TOTAL EXPENDITURES	408,897.78	
	EXCESS REVENUES OVER EXPENSES		893,428.68
	TOTAL LIABILITIES & EQUITY/RETAINED EARNINGS		<u>1,689,316.13</u>

09 -CAPITAL PROJECTS  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91

	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% ACT
<u>REVENUE SUMMARY</u>							
OTHER INCOME	0	171.16	2,326.46	3,464.62	0.00	( 2,326.46)	0
OTHER SOURCES & USES	<u>1,400,000</u>	<u>0.00</u>	<u>1,300,000.00</u>	<u>600,000.00</u>	<u>0.00</u>	<u>100,000.00</u>	<u>92</u>
TOTAL REVENUES	1,400,000	171.16	1,302,326.46	603,464.62	0.00	97,673.54	93
<u>EXPENDITURE SUMMARY</u>							
CAPITAL PROJECTS	<u>1,400,000</u>	<u>2,500.00</u>	<u>408,897.78</u>	<u>591,728.50</u>	<u>0.00</u>	<u>991,102.22</u>	<u>29</u>
TOTAL EXPENDITURES	1,400,000	2,500.00	408,897.78	591,728.50	0.00	991,102.22	29
REVENUE OVER/ (UNDER) EXPENDITURES	0	( 2,328.84)	893,428.68	11,736.12	0.00	( 893,428.68)	

CITY OF KEMAH  
 2020 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: AUGUST 31ST, 2020

09 -CAPITAL PROJECTS

% OF YEAR COMPLETED: 91

REVENUES	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% ACT
<u>TAXES</u>							
<u>OTHER INCOME</u>							
4515 INTEREST	0	171.16	2,326.46	3,464.62	0.00	( 2,326.46)	0
TOTAL OTHER INCOME	0	171.16	2,326.46	3,464.62	0.00	( 2,326.46)	0
<u>OTHER SOURCES &amp; USES</u>							
4901 TRANS IN GF	600,000	0.00	500,000.00	0.00	0.00	100,000.00	83
4904 TRANS IN HOTEL FUND PROJECT	100,000	0.00	100,000.00	0.00	0.00	0.00	100
4906 TRANSFER IN KCDC	700,000	0.00	700,000.00	600,000.00	0.00	0.00	100
TOTAL OTHER SOURCES & USES	1,400,000	0.00	1,300,000.00	600,000.00	0.00	100,000.00	92
<b>TOTAL REVENUES</b>	<b>1,400,000</b>	<b>171.16</b>	<b>1,302,326.46</b>	<b>603,464.62</b>	<b>0.00</b>	<b>97,673.54</b>	<b>93</b>

09 -CAPITAL PROJECTS  
 DEPARTMENT - CAPITAL PROJECTS

% OF YEAR COMPLETED: 91

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% ACT
<u>OPERATIONS</u>							
<u>OTHER SOURCES/USES</u>							
510-9000 ROAD IMPROVEMENTS	163,000	0.00	121,774.51	91,796.75	0.00	41,225.49	74
510-9100 DRAINAGE IMPROVEMENTS	625,000	0.00	181,129.05	0.00	0.00	443,870.95	28
510-9300 CITY FACILITIES IMPROVEMENTS	0	0.00	13,750.00	499,931.75	0.00	( 13,750.00)	0
510-9400 PARK IMPROVEMENTS	200,000	0.00	0.00	0.00	0.00	200,000.00	0
510-9500 COMMUNITY ENTRANCES/SIGNS	68,500	0.00	0.00	0.00	0.00	68,500.00	0
510-9600 COMPUTER/AV UPGRADES	45,000	0.00	0.00	0.00	0.00	45,000.00	0
510-9700 VISITOR CENTER BLDG.PARK RIDE	50,000	0.00	3,000.00	0.00	0.00	47,000.00	6
510-9900 OTHER	68,500	0.00	0.00	0.00	0.00	68,500.00	0
510-9950 HOTEL/CONFERENCE CTR	50,000	2,500.00	40,000.00	0.00	0.00	10,000.00	80
510-9960 PW EQUIPMENT	90,000	0.00	0.00	0.00	0.00	90,000.00	0
510-9970 PD EQUIPMENT	40,000	0.00	49,244.22	0.00	0.00	( 9,244.22)	123
TOTAL OTHER SOURCES/USES	1,400,000	2,500.00	408,897.78	591,728.50	0.00	991,102.22	29
TOTAL CAPITAL PROJECTS	1,400,000	2,500.00	408,897.78	591,728.50	0.00	991,102.22	29

09 -CAPITAL PROJECTS

CTS

% OF YEAR COMPLETED: 91

	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% ACT
TOTAL EXPENDITURES	1,400,000	2,500.00	408,897.78	591,728.50	0.00	991,102.22	29
REVENUE OVER/(UNDER) EXPENDITURES	0	( 2,328.84)	893,428.68	11,736.12	0.00	( 893,428.68)	

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
2088	HILLCO PARTNERS LLC	R	8/05/2020			000661		2,500.00

\*\*\* TOTALS \*\*\*

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	2,500.00	0.00	2,500.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:				
0 VOID DEBITS		0.00		
VOID CREDITS		0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: CAPITTOTALS:	1	2,500.00	0.00	2,500.00
BANK: CAPIT TOTALS:	1	2,500.00	0.00	2,500.00

# Kemah Growth Fund



11 -KEMAH GROWTH FUND

ACCOUNT#	TITLE		
<b>ASSETS</b>			
<u>1001</u>	<u>MMA</u>	<u>504,771.23</u>	
			<u>504,771.23</u>
	<b>TOTAL ASSETS</b>		<b><u>504,771.23</u></b>
<b>FUND BALANCE/RESERVES</b>			
<u>3001</u>	<u>FUND BALANCE</u>	<u>295,008.10</u>	
	<b>TOTAL FUND BALANCE/RESERVES</b>		<b><u>295,008.10</u></b>
	<b>TOTAL REVENUE</b>	<b><u>209,763.13</u></b>	
	<b>EXCESS REVENUES OVER EXPENSES</b>		<b><u>209,763.13</u></b>
	<b>TOTAL LIABILITIES &amp; EQUITY/RETAINED EARNINGS</b>		<b><u>504,771.23</u></b>

11 -KEMAH GROWTH FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91

	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% ACT
<u>REVENUE SUMMARY</u>							
TAXES	277,500	0.00	207,381.34	0.00	0.00	70,118.66	74
OTHER INCOME	0	150.00	2,381.79	0.00	0.00	( 2,381.79)	0
TOTAL REVENUES	277,500	150.00	209,763.13	0.00	0.00	67,736.87	75
REVENUE OVER/ (UNDER) EXPENDITURES	277,500	150.00	209,763.13	0.00	0.00	67,736.87	

11 -KEMAH GROWTH FUND

% OF YEAR COMPLETED: 91

REVENUES	CURRENT BUDGET	CURRENT PERIOD	CURRENT YEAR TO DATE	PRIOR YEAR YEAR TO DATE	TOTAL ENCUMBERED	BUDGET BALANCE	% ACT
<u>TAXES</u>							
4038 GUARANTEE SHOPS OF KEMAH	277,500	0.00	207,381.34	0.00	0.00	70,118.66	74
TOTAL TAXES	277,500	0.00	207,381.34	0.00	0.00	70,118.66	74
<u>OTHER INCOME</u>							
4516 INTEREST INCOME	0	150.00	2,381.79	0.00	0.00	(2,381.79)	0
TOTAL OTHER INCOME	0	150.00	2,381.79	0.00	0.00	(2,381.79)	0
TOTAL REVENUES	277,500	150.00	209,763.13	0.00	0.00	67,736.87	75
REVENUE OVER/(UNDER) EXPENDITURES	277,500	150.00	209,763.13	0.00	0.00	67,736.87	



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Return Service Requested

Page: 1

CITY OF KEMAH  
KEMAH GROWTH FUND  
1401 HIGHWAY 146  
KEMAH TX 77565-3002

Account Number: 10244135  
Statement Date: 8/31/20  
Checks/Items Enclosed: 0

EM

HIGH YIELD MM PUBLIC FND CITY OF KEMAH Acct 10244135  
KEMAH GROWTH FUND

Beginning Balance	8/01/20	504,621.23	
Deposits / Misc Credits	1	150.00	
Withdrawals / Misc Debits	0	.00	
** Ending Balance	8/31/20	504,771.23	**
Service Charge		.00	
Interest Paid Thru	8/31/20	150.00	
Interest Paid Year To Date		1,492.29	
Annual Percentage Yield Earned		.35%	
Number of Days for A.P.Y.E.		31	
Average Balance for A.P.Y.E.		504,621.23	
Minimum Balance		504,621	

FEE RECAP

	Total for this period	Total year-to-date
Total Overdraft Fees	\$ .00	\$ .00
Total Returned Item Fees	\$ .00	\$ .00

DEPOSITS AND OTHER CREDITS

Date	Deposits	Activity Description
8/31	150.00	Interest Paid

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
8/31	504,771.23				





**SCORECARD** Bonus Points Available 25,394

**Account Summary**

Billing Cycle		08/31/20
Days In Billing Cycle		31
Previous Balance		\$689.26
Purchases	+	812.14
Cash	+	0.00
Special	+	\$0.00
Balance Transfers	+	\$0.00
Credits	-	\$0.00
Payments	-	\$689.26
Other Charges	+	\$0.00
Finance Charges	+	0.00

**NEW BALANCE \$812.14**

**Credit Summary**

Total Credit Line	\$5,000.00
Available Credit Line	\$4,187.00
Available Cash	\$4,187.00
Amount Over Credit Line	\$0.00
Amount Past Due	\$0.00
Disputed Amount	\$0.00

**Account Inquiries**



**Customer Service:** (800) 299-9842  
**Report Lost or Stolen Card:** (727) 570-4881



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Please send Billing Inquiries and Correspondence to:  
 PO BOX 30495 TAMPA, FL 33630-3495

**Payment Summary**

<b>NEW BALANCE</b>	<b>\$812.14</b>
<b>MINIMUM PAYMENT</b>	<b>\$25.00</b>
<b>PAYMENT DUE DATE</b>	<b>09/25/2020</b>

*NOTE: Grace period to avoid a finance charge on purchases, pay entire new balance by payment due date. Finance charge accrues on cash advances until paid and will be billed on your next statement.*

**Important information About Your Account**

MANAGE YOUR CARD ACCOUNT ONLINE. IT'S FREE! IT'S EASY! SIMPLY GO TO WWW.MYCARDSTATEMENT.COM AND ENROLL IN OUR ONLINE SERVICE. YOU CAN REVIEW ACCOUNT INFORMATION, TRACK SPENDING, SET ALERT SERVICE, NOTIFICATIONS, DOWNLOAD FILES, AND MUCH MORE. MANAGING YOUR ACCOUNT IS FAST, SECURE AND EASY WITH MYCARDSTATEMENT.COM. ENROLL TODAY!

PAY ONLINE OR VIEW YOUR ACCOUNT AT:

**Cardholder Account Summary**

Trans Date	Post Date	MCC Code	Reference Number	Description	Amount
08/05/20	08/06/20	5200	24692160218100512964082	LOWES #02821* LEAGUE CITY TX	\$389.18
08/06/20	08/07/20	4225	24194330219017042794709	MOVE IT STORAGE-KEMAH 214-389-3939 TX	\$168.00
08/06/20	08/07/20	5941	24323040219232400006070	HOOPS, INC. 281-3519822 TX	\$254.96

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW UP TO 7 DAYS FOR RECEIPT 0415

TEXAS FIRST BANK  
 3000 FM 1764  
 LA MARQUE TX 77568 - 2452

**Account Number**  
 #### #### #### 3023

Check box to indicate name/address change on back of this coupon

AMOUNT OF PAYMENT ENCLOSED

<b>Closing Date</b>	<b>New Balance</b>	<b>Total Minimum Payment Due</b>	<b>Payment Due Date</b>
08/31/20	\$812.14	\$25.00	09/25/2020



CITY OF KEMAH  
 MELISSA CHILCOTE  
 1401 HIGHWAY 146  
 KEMAH TX 77565-3002



MAKE CHECK PAYABLE TO:

VISA  
 PO BOX 4521  
 CAROL STREAM IL 60197-4521



11841

Cardholder Account Summary Continued						
Trans Date	Post Date	MCC Code	Reference Number	Description	Amount	
08/19/20	08/19/20	6010	1 0232130818000080	PAYMENT - THANK YOU	\$689.26 -	

**Additional Information About Your Account**

ScoreCard Bonus Points Information as of 08/30/20						
SCORECARD	Beginning Balance	Points Earned	Points Adjusted	Points Redeemed	Points Expired	Ending Balance
	25,313	406	0	0	325	25,394
Bonus Points To Expire:			Expiration Date: 08/31/20		Points: 99	
Bonus Points To Expire:			Expiration Date: 10/31/20		Points: 42	
YOU COULD WIN 1,000,000 BONUS POINTS! OR A TRIP FOR TWO TO HAWAII OR ORLANDO/DISNEY, OR ONE OF 30 OTHER PRIZES. YOU'RE AUTOMATICALLY ENTERED IN THE SCOREBIG SWEEPSTAKES. FOR EACH QUALIFYING PURCHASE MADE BETWEEN AUG 1 AND OCT 31, YOU'LL RECEIVE AN ADDITIONAL ENTRY! VISIT <a href="http://WWW.SCORECARDREWARDS.COM">WWW.SCORECARDREWARDS.COM</a> FOR DETAILS!						

Interest Charge Calculation/Plan Level Information						
Plan Description	ICM <sup>1</sup>	Balance Subject to Interest Rate	Periodic Rate	Annual Percentage Rate (APR) <sup>2</sup>	Interest Charge	Ending Balance
<b>CURRENT</b>						
PURCHASES	E	\$ 0.00	0.8250%	9.90%	\$ 0.00	
CASH	A	\$ 0.00	0.8250%	9.90%	\$ 0.00	
<b>FEES/INTEREST CHARGE</b>					\$ 0.00	
<b>TOTAL</b>					\$ 0.00	\$ 812.14

<sup>1</sup> ICM Interest Charge Method: See reverse side of Page 1 for explanation.  
<sup>2</sup> Your Annual Percentage Rate (APR) is the annual interest rate on your account.  
 (V) = Variable Rate. If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.





**SCORECARD** Bonus Points Available 8,507

**Account Summary**

Billing Cycle		08/31/20
Days In Billing Cycle		31
Previous Balance		\$1,136.51
Purchases	+	880.14
Cash	+	0.00
Special	+	\$0.00
Balance Transfers	+	\$0.00
Credits	-	\$0.00
Payments	-	\$1,136.51
Other Charges	+	\$0.00
Finance Charges	+	0.00

**NEW BALANCE \$880.14**

**Credit Summary**

Total Credit Line	\$10,000.00
Available Credit Line	\$9,119.00
Available Cash	\$9,008.00
Amount Over Credit Line	\$0.00
Amount Past Due	<b>\$0.00</b>
Disputed Amount	\$0.00

**Important Information About Your Account**

MANAGE YOUR CARD ACCOUNT ONLINE. IT'S FREE! IT'S EASY! SIMPLY GO TO WWW.MYCARDSTATEMENT.COM AND ENROLL IN OUR ONLINE SERVICE. YOU CAN REVIEW ACCOUNT INFORMATION, TRACK SPENDING, SET ALERT SERVICE, NOTIFICATIONS, DOWNLOAD FILES, AND MUCH MORE. MANAGING YOUR ACCOUNT IS FAST, SECURE AND EASY WITH MYCARDSTATEMENT.COM. ENROLL TODAY!

**Account Inquiries**



Customer Service: (800) 299-9842  
Report Lost or Stolen Card: (727) 570-4881



Visit us on the web at:  
www.MyCardStatement.com



Please send Billing Inquiries and Correspondence to:  
PO BOX 30495 TAMPA, FL 33630-3495

**Payment Summary**

NEW BALANCE	<b>\$880.14</b>
MINIMUM PAYMENT	<b>\$27.00</b>
PAYMENT DUE DATE	<b>09/25/2020</b>

*NOTE: Grace period to avoid a finance charge on purchases, pay entire new balance by payment due date. Finance charge accrues on cash advances until paid and will be billed on your next statement.*

**Cardholder Account Summary**

Trans Date	Post Date	MCC Code	Reference Number	Description	Amount
08/05/20	08/06/20	9399	24733090218400541000027	TXDPS BREATH TEST EGOV.COM TX	\$278.12
08/05/20	08/06/20	9399	24733090218400541000019	TXDPS BREATH TEST EGOV.COM TX	\$53.17
08/07/20	08/09/20	5942	24692160220100496030310	AMZN Mktp US*MF36F9K91 Amzn.com/bill WA	\$128.35
08/11/20	08/12/20	5942	24692160224100548975732	AMZN Mktp US*MF95156J0 Amzn.com/bill WA	\$83.90

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW UP TO 7 DAYS FOR RECEIPT 0415

TEXAS FIRST BANK  
3000 FM 1764  
LA MARQUE TX 77568 - 2452

Account Number  
#### #### #### 2876

Check box to indicate name/address change on back of this coupon

AMOUNT OF PAYMENT ENCLOSED

Closing Date	New Balance	Total Minimum Payment Due	Payment Due Date
08/31/20	\$880.14	\$27.00	09/25/2020



CITY OF KEMAH  
WALTER GANT  
1401 HIGHWAY 146  
KEMAH TX 77565-3002



MAKE CHECK PAYABLE TO:

VISA  
PO BOX 4521  
CAROL STREAM IL 60197-4521

**Cardholder Account Summary Continued**

Trans Date	Post Date	MCC Code	Reference Number	Description	Amount
08/18/20	08/19/20	7538	24688070231027011627391	518 CLASSIC LUBE INC. LEAGUE CITY TX	\$20.00
08/18/20	08/19/20	9399	24733090231400011053285	TX.GOV*SERVICEFEE-DIR EGOV.COM TX	\$2.00
08/19/20	08/19/20	6010	1 0232130818000070	PAYMENT - THANK YOU	\$1,136.51 -
08/18/20	08/20/20	9399	24733090232400415000436	GALVESTON VEHREG EGOV.COM TX	\$8.25
08/19/20	08/20/20	8299	24492150232894399490089	SPANISHONPATROL.COM 303-954-4875 CO	\$99.00
08/19/20	08/20/20	9399	24761970232273038010035	HGAC ADMINISTRATION 713-993-4510 TX	\$65.00
08/25/20	08/26/20	5968	24692160238200240555990	LOGMEIN*GoToMeeting logmein.com MA	\$5.00
08/25/20	08/26/20	5814	24445000239000773932211	PAPA JOHN'S #1552 LEAGUE CITY TX	\$96.85
08/26/20	08/27/20	5814	24269790240000888151620	MORNINGS KOLACHES - NA HOUSTON TX	\$40.50

**Additional Information About Your Account**

**ScoreCard Bonus Points Information as of 08/30/20**

SCORECARD	Beginning Balance	Points Earned	Points Adjusted	Points Redeemed	Ending Balance
	8,066	441	0	0	8,507

YOU COULD WIN 1,000,000 BONUS POINTS! OR A TRIP FOR TWO TO HAWAII OR ORLANDO/DISNEY, OR ONE OF 30 OTHER PRIZES. YOU'RE AUTOMATICALLY ENTERED IN THE SCOREBIG SWEEPSTAKES. FOR EACH QUALIFYING PURCHASE MADE BETWEEN AUG 1 AND OCT 31, YOU'LL RECEIVE AN ADDITIONAL ENTRY! VISIT [WWW.SCORECARDREWARDS.COM](http://WWW.SCORECARDREWARDS.COM) FOR DETAILS!

**Interest Charge Calculation/Plan Level Information**

Plan Description	ICM <sup>1</sup>	Balance Subject to Interest Rate	Periodic Rate	Annual Percentage Rate (APR) <sup>2</sup>	Interest Charge	Ending Balance
<b>CURRENT</b>						
PURCHASES	E	\$ 0.00	0.8250%	9.90%	\$ 0.00	
CASH	A	\$ 0.00	0.8250%	9.90%	\$ 0.00	
FEES/INTEREST CHARGE					\$ 0.00	
TOTAL				0.00%	\$ 0.00	\$ 880.14

<sup>1</sup> ICM Interest Charge Method: See reverse side of Page 1 for explanation.

<sup>2</sup> Your Annual Percentage Rate (APR) is the annual interest rate on your account.

(V) = Variable Rate. If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.



## Kemah City Council Agenda Item #11 Adoption of 2020-2021 Tax Rate

*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 City Council consideration: 09/16/2020

Prepared by: *Walter Gant*

Subject: *Adoption of 2020-2021 Tax Rate*

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: WAE (Wendy Ellis)

### SUMMARY / ORIGINATING CAUSE

For FY 19, Kemah's existing adopted tax rate is \$0.202838

The no new-revenue tax rate is \$0.176167 and the voter-approval tax rate is \$.753049. The proposed budget under consideration at last night's meeting was made using the \$0.1793 tax rate. Council may adopt a rate from \$0.176167 or lower as long as it provides the revenue generation necessary to support the budget that will be adopted prior to adoption of the tax rate.

### IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Tax rate adoption is necessary for budget adoption in FY 20. Adoption of a tax rate of \$0.1793 will generate the ability to collect the ad valorem tax revenue necessary to fund the adopted budget.

### RECOMMENDATIONS

Based on previous budget discussions and the current budget proposal, you will need to adopt the current tax rate of \$0.1793 to appropriately fund the budget.

### ATTACHMENTS

Ordinance XXXX- 2020 Tax Rate

**ORDINANCE NO. XXXX****AN ORDINANCE OF THE CITY OF KEMAH, GALVESTON COUNTY, TEXAS, ESTABLISHING THE AD VALOREM TAX RATE FOR THE YEAR 2020, DETERMINING WHEN AD VALOREM TAXES ARE DUE, THE RATE OF ASSESSMENT OF AD VALOREM TAXES AND PROVIDING FOR PENALTY AND INTEREST FOR DELINQUENT TAXES, AND CONTAINING A SAVINGS CLAUSE**

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

Section 1: Ad Valorem property taxes for the year 2020 shall be at the rate of \$.1793 for Maintenance & Operation per One Hundred Dollar (\$100) valuation on all real and personal property located within the corporate limits of the City of Kemah, Galveston County, Texas as of January 1, 2021, subject to all exceptions and exemptions provided by the Constitution and Statutes of the State of Texas and Ordinances of the City of Kemah.

Section 2: All property to be assessed under or in compliance with Section 1 of this Ordinance shall be assessed at One Hundred Per Cent (100%) of the actual market value.

Section 3: Ad Valorem property taxes for the year 2020 shall become due and payable on January 31, 2021. All such taxes shall be deemed delinquent if not paid prior to February 1, 2021.

Section 4: A delinquent tax shall incur a penalty of Six Per Cent of the amount of the tax for the first calendar month the tax remains unpaid prior to July 1, 1984. However, a tax delinquent on February 1, 1984 incurs a total penalty of Twelve Per Cent (12%) of the delinquent tax without regard to the number of months the tax had been delinquent.

Section 5: Interest on a delinquent Ad Valorem tax shall accrue at a rate of One per Cent (1%) for each month or portion of a month the tax remains unpaid.

Section 6: If any section, paragraph, subdivision, clause, phrase or provision of this Ordinance shall be adjudicated invalid or unconstitutional, or be unenforceable for any reason, the same shall not affect the validity of the remainder of this Ordinance.

PASSED, APPROVED AND ADOPTED ON FIRST AND FINAL READING OF THE KEMAH CITY COUNCIL AT A REGULAR COUNCIL MEETING ON SEPTEMBER 16, 2020.

\_\_\_\_\_  
Terri Gale, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Chilcote, City Secretary



# Kemah City Council Agenda Item #12 Visitor Center Lease

*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 City Council consideration: 09/16/2020

Prepared by: Terri Gale

Subject: to approve the proposed lease agreement for the Visitor Center and what was known as the "Kahuna Joe's" property

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: YES

Expenditure Required: Amount Budgeted:

Appropriation Required: Source of Funds:

Finance Approval:

City Administrator Approval:

**SUMMARY / ORIGINATING CAUSE**

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

**ATTACHMENTS**

EDC Development Agreement –blank template

## ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT (the “Agreement”) is between the City of Kemah, Texas (“City”), a municipal corporation and \_\_\_\_\_ (“Concessionaire”).

### RECITALS

**WHEREAS**, the City supports and encourages business development in order to stimulate tax revenues and increase the quality of life of its citizens.

**WHEREAS**, Concessionaire proposes to lease certain real property located at 604 Bradford Avenue, within the City limits of the City of Kemah, Galveston County, Texas the (“Development Property” a/k/a “Premises”). To wit: the western half of Blocks 5 and 6, Town of Kemah, SAVE AND EXCEPT including the historic schoolhouse structure and the Kemah Visitors Center Building both located at 604 Bradford Avenue, Kemah, Texas 77565, owned by the City within the City limits. Concessionaire shall open and operate in the premises leased hereunder and any other retail purpose that City shall have approved in writing prior to commencement of such an expanded business purpose. Furthermore Concessionaire shall manage the use of the existing Visitors Center in a manner that is geared to achieve the following purposes:

1. Deferring to and supporting the continued periodic use, as needed by City. That shall include space historically set aside, reserved and designated within the Visitors Center for the existing operation of the local Visitors Bureau (as distinguished from the entire Visitors Center). City purposes and functions shall take precedence over any other use. Concessionaire shall employ, assign and deploy one knowledgeable administrative employee to assist tourists and manage the goals and purpose of the use of the Visitors Center. That shall include providing seasonal decorations (like, for instance, a Christmas tree or an American flag when applicable to the holiday) that shall commemorate all local holidays and events. That shall also include, as needed, accommodation of meetings of the Kemah Merchants Association or its successor. It shall also include general maintenance of the Premises in a tasteful, good and presentable manner.
2. Managing, supervising and hosting a public space where local vendors may display, at no cost to the vendors, wares, products and exhibits of interest to the citizens of Kemah and visitors to the City for times and durations consistent with the stated goals and priorities for use of this Visitors Center. Provided, however, Concessionaire shall not sublease any portion of any of the Premises (Visitors Center or other Premises) without the express written approval of the sublease by the City in the future. No such permission has yet been granted.

**WHEREAS**, the City and Concessionaire desire to set forth these inducements in a valid, binding and enforceable agreement to set forth the framework for the relationship between the City and Concessionaire with regard to the Project.

**WHEREAS**, upon the execution of this Agreement by both parties, the commitments contained in this Agreement will become legally binding obligations of the City and the Concessionaire.

**NOW, THEREFORE**, it is agreed by the City and Concessionaire in consideration of the mutual covenants and provisions and subject to the terms and conditions hereinafter set forth, as follows:

**Section 1. Infrastructure - Maintenance and Improvements:**

Concessionaire shall pay for and maintain the exterior of the railroad depot, the exterior decking, walkways and railings, in a manner that meets or exceeds current maintenance thereon and thereto in any manner City deems appropriate. City shall provide and pay for grass cutting and lawn maintenance. City shall provide trash hauling and pickup (for the building and its surrounding area and grounds) in whatever manner is currently available to commercial users from the City's trash hauling provider. City and Concessionaire shall also remain mindful of the historical significance of the Premises and Concessionaire shall refrain from any decorations, alterations, fixtures or modifications that have not been approved in writing by City before installation. Whatever equipment Concessionaire places, uses and/or utilizes on site shall be removable by City and maintained in a good and workmanlike condition by Concessionaire. Fixtures installed by Concessionaire shall remain with the Premises at the termination of this Agreement unless removal is authorized by City in writing. Concessionaire shall make frequent routine inspections of the cables and connections of equipment in order to promptly avoid or cure any standing or puddling spillage or seepage on site.

**Section 2. Rent:**

2.1 Concessionaire shall pay to City a monthly rental of \$\_\_\_\_\_ per month, commencing on the 1<sup>st</sup> day of \_\_\_\_\_, 2020. City currently pays and shall continue to pay during the term of this Agreement certain utility costs for the building. Concessionaire shall promptly reimburse City for said utility costs as incurred and as presented by City for payment. Those utilities are gas, electric, water and sewer. The Concessionaire and the City shall each be responsible for obtaining and paying for any telephone service and internet or cable devices.

2.2 In the event that any rent payment required to be paid by Concessionaire hereunder is not paid in full by the start of the tenth (10<sup>th</sup>) day of each month, Concessionaire hereby acknowledges that late payment by Concessionaire to City of rent and other sums due hereunder will cause City to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any installment of rent or any other sum due from Concessionaire shall not be received by City or City's designee at the time specified, then Concessionaire shall pay to City a late charge equal to ten (10%) per cent of such overdue

amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the cost City will incur by reason of late payment by Concessionaire. Acceptance of such late charge by City shall in no event constitute a waiver of Concessionaire's default with respect to such overdue amount, nor prevent City from exercising any of the other rights and remedies granted hereunder.

Section 3.     Parking:

Concessionaire and City shall jointly use the available parking spaces.

Section 4.     Term:

Concessionaire shall have the right to occupy the Premises and operate its business commencing on the date of execution of this Agreement and ending on \_\_\_\_\_, and shall have the option to renew for four (4) consecutive one (1) year terms. Should Concessionaire breach any term of this Agreement and fail to cure that breach after reasonable written notice from City or should Concessionaire cease operations, this Agreement shall immediately terminate sooner than the full term. City or Concessionaire may terminate this Agreement by tendering a six (6) month written notice of termination.

Section 5.     Use:

5.1 Compliance with Law. Concessionaire shall, at Concessionaire's expense, promptly comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term or any part of the term hereof regulating the use by Concessionaire of the Premises. Concessionaire shall not use or permit the use of the Premises in any manner that will tend to create waste, or a nuisance.

5.2 Conditions of Premises. Concessionaire hereby accepts the Premises in its condition existing as of the date of the possession hereunder, subject to all applicable municipal, county and state laws, ordinances and regulations covering and regulating the use of the Premises, and accepts this Agreement subject thereto. Concessionaire acknowledges that City has not made any representation or warranty as to the suitability of the Premises for the conduct of Concessionaire's business.

5.3 City's Rule and Regulations. Concessionaire shall faithfully observe and comply with the rules and regulations that City shall from time to time promulgate for the use of the Building. City reserves the right from time to time to make all reasonable modifications to said rules and regulations. The additions and modifications to those rules and shall be binding upon Concessionaire upon delivery of a copy of them to Concessionaire.

5.4 Concessionaire represents to City that it shall conduct criminal background checks on all prospective employees prior to offering employment and shall not offer employment to or continue the employment of anyone convicted of a felony.

Section 6. General Provisions:

6.1 City's Interests. "City" owns the fee title to the land and all structures including the train depot and decking herein described as the "The Premises" at 604 Bradford Avenue, Kemah, Texas. The obligations contained in this Agreement to be performed by City shall, subject as aforesaid, be binding on City's successors and assigns if any.

6.2 Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

6.3 Interest on Past-Due Obligations. Except as expressly herein provided, any amount due to City not paid when due shall bear interest at ten (10%) per cent per annum from the date due until paid. Payment of such interest shall not excuse or cure any default by Concessionaire under this Agreement.

6.4 Incorporation of Prior Agreements; Amendments. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement of understanding pertaining to any such matter shall be effective. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

6.5 Waivers. No waiver by City of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Concessionaire of the same or any other provision. City's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Concessionaire. The acceptance of rent hereunder by City shall not be a waiver of any preceding breach by Concessionaire of any provision hereof, other than the failure of Concessionaire to pay the particular rent so accepted, regardless of City's knowledge of such preceding breach at the time of acceptance of such rent. For instance, if City waives a late payment it is not required to waive all late payments.

6.6 Holding Over. If Concessionaire remains in possession of the Premises or any part thereof after the expiration of any term hereof with the express written consent of City, such occupancy shall be tenancy from month to month at a rental in the amount of the last monthly rental plus all other charges payable hereunder, and upon the terms hereof applicable to month-to-month tenancy. Concessionaire agrees to pay one hundred twenty (120%) per cent of the Rent as a holdover.

6.7 Recording. Concessionaire shall not record this Agreement. Any such recordation shall be a breach under this Agreement. Leases are not typically recorded and when recorded create an item in the public record that requires a release.

6.8 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive, but shall wherever possible, be cumulative with all other remedies at law or in equity.

6.9 Covenants and Conditions. Each provision of this Agreement performable by Concessionaire shall be deemed both a covenant and a condition.

6.10 Binding Effect; Choice of Law. Subject to any provisions hereof restricting assignment or subletting by Concessionaire and subject to the provisions, this Agreement shall bind the parties, their personal representatives, successors and assigns. This Agreement shall be governed by the laws of the state where the Premises are located.

6.11 Attorney's Fee. If either party named herein brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to his reasonable attorney's fees to be paid by the losing party by court.

6.12 Arbitration. All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the State of Texas, County of Galveston or another location mutually agreeable to the parties. Judgment on the award rendered by the arbitrator(s) shall be submitted for confirmation and entry of judgment in a court of competent jurisdiction.

6.13 City's Access. City, City's agents and public utility company's employees shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same, meter reading, operating control switches of common area facilities, showing the same to prospective lenders, and making such alterations, repairs, improvements or additions to the Premises or the building of which they are a part as City may deem necessary or desirable.

#### Section 7. Assignment and Subletting:

No Re-Assignment of Concessionaire. Concessionaire shall not assign this Agreement without the written consent of City. Any assignment without City's written consent shall be void and shall be considered a breach of this Agreement.

#### Section 8. Defaults; Remedies; Notice and Cure:

8.1 Defaults. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by Concessionaire:

(a) The failure by Concessionaire to make any payment of rent or any other payment required to be made by Concessionaire hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof from City to Concessionaire.

(b) The failure by Concessionaire to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by Concessionaire, other than described in Paragraph (a) above, where such failure shall continue for a period of thirty (30) days after written notice thereof from City to Concessionaire; provided, however, that if the nature of Concessionaire's default is such that more than thirty (30) days are reasonably required for its cure, then Concessionaire shall not be deemed to be in default if Concessionaire commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

(c) (i) The making by Concessionaire of any general assignment, or general arrangement for the benefit of creditors; (ii) the filing by or against Concessionaire of a petition to have Concessionaire adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Concessionaire, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Concessionaire's assets located at the Premises or of Concessionaire's interest in this Agreement, where possession is not restored to Concessionaire within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Concessionaire's assets located at the Premises or of Concessionaire's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

8.2 Failure by the Concessionaire to timely pay any sums when due hereunder will constitute a default by the Concessionaire under this Agreement. Upon the occurrence of such default by the Concessionaire, City may take whatever legal proceedings appear necessary or desirable at law or in equity to cancel this Agreement and collect the amounts owed to it under this Agreement, or to enforce any obligation, covenant, or agreement of the Concessionaire under this Agreement. No remedy herein conferred upon or reserved to City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy will be cumulative and will be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

8.3 Remedies in Default. In the event of any such default or breach by Concessionaire, City may at any time thereafter, with or without notice or demand and without limited City in the exercise of any right or remedy which City may have by reason of such default or breach:

(a) Terminate Concessionaire's right to possession of the Premises by any lawful means, in which case this Agreement shall terminate and Concessionaire shall immediately surrender possession of the Premises to City. In such event City shall be entitled to recover from Concessionaire all damages incurred by City by reason of Concessionaire's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorney's fees, and any real estate commission actually paid; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Concessionaire proves could be reasonably avoided; and that portion of the leasing commission paid by City applicable to the unexpired term of this Agreement. Unpaid installments of rent or other sums shall bear interest from the date due at the rate of ten (10%) percent annum. In the event Concessionaire shall have abandoned the Premises, City shall have the option of (I) retaking possession of the Premises and recovering from Concessionaire the amount specified in this Article 15.2(a), or (ii) proceeding under Article 15.2(b).

(b) Maintain Concessionaire's right to possession, in which case this Agreement shall continue effective whether or not Concessionaire shall have abandoned the Premises. In such event, City shall be entitled to enforce all of City's rights and remedies under this Agreement, including the right to recover the rent as it becomes due hereunder.

(c) Pursue any other remedy now or hereafter available to City under the laws or judicial decisions of the state in which the Premises are located.

(d) Upon any such default by Concessionaire, City or City's agent may change the door lock of the Premises. In such event, City or its agent will place a written notice on Concessionaire's front door stating the name and the address or telephone number of the individual or company from which the new key may be obtained. The new key will be provided only during the Concessionaire's regular business hours and only if Concessionaire pays the delinquent rent.

8.4 Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms and conditions, by any party, or any successor of such party, the party (or successor) will, upon written notice from the other party, proceed immediately to cure or remedy the default or breach with due diligence, and, in any event, within sixty (60) days after receipt of such notice. If such action is not taken or not diligently pursued within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy the default or breach.

#### Section 9. Insurance:

9.1 **Liability Insurance.** Concessionaire shall, at Concessionaire's expense, obtain and keep in force during the term of this Agreement a policy of comprehensive public liability insurance insuring City and Concessionaire against any liability arising out of the possession, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in an amount of not less than \$750,000.00 for injury to or death of one person in any one accident or occurrence and in an amount of not less than \$1,000,000.00 for injury to or death of more than one person in any one accident or occurrence. Such insurance shall further insure City and Concessionaire against liability for property damage of at least \$100,000.00. The limits of said insurance shall not, however, limit the liability of Concessionaire hereunder. If Concessionaire shall fail to procure and maintain said insurance City may, but shall not be required to procure and maintain the same, but at the expense of Concessionaire.

9.2 **Property Insurance.** City shall obtain, pay and keep in force during the term of this Agreement a policy or policies of insurance covering loss or damage to the entire Visitor Information Center building including the Premises, in the amount of the full replacement value thereof, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, and special extended perils (all risk).

9.3 **Insurance Cancellation.** No use by Concessionaire shall be made or permitted to be made of the Premises nor acts done which will cause the cancellation of any insurance policy held by the City covering said Premises or any building of which the Premises may be a part, and if Concessionaire's use of the Premises causes an increase in said insurance rates Concessionaire shall pay any such increase.

9.4 **Force Majeure.** If either party hereto is prevented in the performance of any act required hereunder by reason of act of God, fire, flood, hurricane or other natural disaster or

other reason of like nature not the fault of the party in performing under this Agreement, then performance of such act shall be excused.

**9.5 HOLD HARMLESS. CONCESSIONAIRE SHALL INDEMNIFY, DEFEND AND HOLD CITY HARMLESS FROM ANY AND ALL CLAIMS ARISING FROM CONCESSIONAIRE'S USE OF THE PREMISES OR FROM THE CONDUCT OF ITS BUSINESS OR FROM ANY ACTIVITY, WORK OR THINGS WHICH MAY BE PERMITTED OR SUFFERED BY CONCESSIONAIRE IN, ON, OR ABOUT THE PREMISES AND SHALL FURTHER INDEMNIFY, DEFEND AND HOLD CITY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS ARISING FROM ANY BREACH OR DEFAULT IN THE PERFORMANCE OF ANY OBLIGATION ON CONCESSIONAIRE'S PART TO BE PERFORMED UNDER THE PROVISION OF THIS AGREEMENT OR ARISING FROM ANY NEGLIGENCE OF CONCESSIONAIRE OR ANY OF ITS AGENTS, CONTRACTORS, EMPLOYEES OR INVITEES AND FROM ANY AND ALL COSTS, ATTORNEYS' FEES, EXPENSES AND LIABILITIES INCURRED IN THE DEFENSE OF ANY SUCH CLAIM OR ANY ACTION OR PROCEEDING BROUGHT THEREON. CONCESSIONAIRE HEREBY ASSUMES ALL RISK OF DAMAGE TO PROPERTY OR INJURY TO PERSONS IN OR ABOUT THE PREMISES FROM ANY CAUSE AND CONCESSIONAIRE HEREBY WAIVES ALL CLAIMS IN RESPECT THEREOF AGAINST CITY, EXCEPTING WHERE SAID DAMAGE ARISES OUT OF NEGLIGENCE OF CITY.**

9.6 Exemption of City from Liability. Concessionaire hereby agrees that City shall not be liable for injury to Concessionaire's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Concessionaire, Concessionaire's employees, invitees, customers, or any other person in or about the Premises; nor, unless through its negligence, shall City be liable for injury to the persons of Concessionaire.

Section 10. Taxes:

10.1 City as a municipal corporation is exempt from all real property taxes applicable to the Premises.

10.2 Personal Property Taxes and Sales Taxes.

(a) Concessionaire shall pay prior to delinquency all taxes, penalty and interest assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Concessionaire contained in the Premises or elsewhere. Concessionaire shall cause said trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of City.

(b) If any of Concessionaire's said personal property shall be assessed with City's real property, Concessionaire shall pay City the taxes attributable to Concessionaire within ten (10) days after receipt of a written statement setting forth the taxes applicable to Concessionaire's property.

10.3 Concessionaire shall report its sales tax point of sale to be Kemah, Texas, in its reports of sales tax. Concessionaire shall promptly report and pay to the Comptroller of Texas when due all sales tax collected.

Section 11. No Waiver.

Except as otherwise set forth in this Agreement, any delay by a party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights will not, as long as the breach or default of another party continues, operate as a waiver of such rights or deprive it or limit such rights in any way. No actual waiver made by a party with respect to any specific default will be considered or treated as a waiver of the rights of that party except to the extent specifically waived in writing.

Section 12. Breach.

If Concessionaire fails to comply with all the aforementioned provisions, it will constitute breach of this Agreement and, as the City's sole remedy; any remaining payments of the incentive will not be paid.

Section 13. Enforceability.

It is intended and agreed that these agreements and covenants will be binding for the benefit of the community and the City and enforceable by either the City or the Concessionaire against the other party, and their successors and assigns.

Section 14. Binding Effect.

This Agreement and all terms, provisions and obligations set forth in this Agreement will be binding upon and will inure to the benefit of the Concessionaire and its permitted successors and assigns as provided in this Agreement, and will be binding upon and will inure to the benefit of the City and its successors and assigns.

Section 15. Concessionaire's Obligations Upon Termination.

Final maintenance work shall include, but not limited to, the following: (i) all holes on walls shall be patched or repaired; (ii) floor areas shall be cleaned; (iii) all door hardware shall be in good working condition; (iv) ceiling shall be in good condition; (v) all trash shall be removed from the property; (vi) all interior and exterior door keys shall be returned to City; (vii) all lighting fixture shall be in good working condition; (viii) other requirements may be required by City upon City's inspections. If any of the aforesaid conditions are not met before the termination date, Concessionaire shall continue to pay Rent in the amount according to Section 3.1 and other provisions under this Agreement whichever may apply.

Section 16. Time of the Essence.

Time is of the essence of this Agreement.

Section 17. Notice.

All notices, demands, requests, consents, approvals and other communications required or permitted to be given under this Agreement will be in writing and sent by certified mail, postage prepaid, return receipt requested, addressed to the parties to be notified as follows:

(a) Form of Notice. All notices and other communications between the parties must be in writing.

(b) Method of Notice. Notices must be given by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid, (iv) fax or (v) electronic mail to the party's address specified in this agreement, or to the address that a party has notified to be that party's address for the purposes of this section.

City: Terri Gale, Mayor  
1401 State Highway 146  
Kemah, Texas 77565

Copy to: Dick H. Gregg, Jr., City Attorney  
16055 Space Center Blvd., Suite 150  
Houston, Texas 77062  
Phone: (281) 480-1211  
dgreggj@gregg-gregg.com

Concessionaire: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Each party may at any time change the address for notices by notifying the other parties of the change.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its name and on its behalf by the Mayor and to be attested to by the City Secretary, and the Concessionaire has caused this Agreement to be executed by its authorized officers, on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

City of Kemah Texas,

By: \_\_\_\_\_  
Terri Gale, Mayor

Attest:

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Melissa Chilcote, City Secretary

Concessionaire:

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