



**Kemah  
City Council  
Meeting**

*August 19, 2020*

*7:00p.m.*



## AGENDA

**August 19, 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. 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.)*

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

#### **5. Mayor's Comments**

#### **6. City Administrator Report:**

- Financials
- Economic Development
- Events and Operations

**7. CIP**

**8. Police and Emergency Management Report**

- Events and Operations
- Emergency Services

**9. Communications and Marketing Report**

**10. Consideration and Possible Action: Appointment of City Council Member and Alternate – Animal Control Board of Directors**

**11. Consideration and Possible Action: on approval of Employee Salary Increases**

**12. Consideration and Possible Action: on a variance for Palapa Bar Mobile Food Truck**

**13. Consideration and Possible Action: on the renewal of the Linebarger Contract**

**14. Consideration and Possible Action: to amend the Kemah Growth Fund to build City Reserves.**

**15. Consideration and Possible Action: Approval of the 2020-2021 Marketing RFP**

**16. Council Members' Closing Comments**

**17. Mayor's Closing Comments**

**18. Adjourn**

**ONLINE:** <https://global.gotomeeting.com/join/659709485>

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

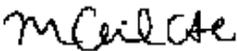
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**CERTIFICATION**

This is to certify that a copy of the Notice of the Regular City Council meeting for **Wednesday, August 19, 2020**, was posted on the bulletin board at City Hall, 1401 Highway 146, Kemah, Texas, on this the 14<sup>th</sup> day of August, 2020, prior to 7:00 p.m.



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

\_\_\_\_\_  
Date

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



# Kemah City Council Agenda Item #11 Employee salary increases

*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: 08/19/2020

Prepared by: Mayor Gale

Subject: on approval of employee salary increases

Proceeding: Consideration and Possible Action

Originating Department: Administration

Plan Reference: 17SP- or 17OP-

Texas Ethics Commission Form 1295 required? No

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:

**SUMMARY / ORIGINATING CAUSE**

There were additional raises for employees before the end of the 2019-2020FY budget.

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

Approve the raises.

**ATTACHMENTS**

Job Descriptions

Job Responsibilities



## THE CITY OF KEMAH, TEXAS

### POSITION TITLE: ACCOUNTING & HR MANAGER

**Summary:** Under the general direction of the City Administrator, the Human Resources Manager oversees all aspects of the Human Resources Department, including, but not limited to the following areas: talent management, employee experience and retention, learning and development, inspirational coaching, culture development and maintenance, internal communications and recruitment, employee relations, recruiting and employment, compensation and benefits, employee training and development, policy and procedures development and legal compliance, and performance management. Also oversees accounting clerk responsibilities.

#### **Essential Job Functions:**

- Manages and oversees Human Resources related operations by developing and facilitating the development of organizational policies and procedures, interpreting and explaining such policies, and providing training to staff regarding City policies and procedures. Reviews policies and procedures for conformance to current federal, state, and local legislation and regulations and judicial decisions and recommends updates as required.
- Manages employee relations and staffing issues within the City by assisting and coordinating with Department Directors regarding employment, disciplinary and termination issues, coordinating the appeals process, coordinating matters with the City Attorney regarding legal issues, assisting departments with executive recruitment and overseeing and implementing appropriate recruiting and screening of qualified applicants for City positions. Researches, negotiates, and resolves sensitive, significant, and controversial issues, inquiries, and complaints from both internal and external sources.
- Develop and conduct new employee orientation
- Coordinate pre-employment test
- Post employment opportunities on the City website, Texas Municipal League, and in newspapers
- Manages compensation and benefits systems by conducting, coordinating, and completing compensation and classification studies, salary and benefit surveys, developing compensation and benefit proposals for the City, overseeing the accurate administration of benefits and retirement programs through brokers and agents including group health and dental, deferred compensation, workers compensation, and supplemental benefits in accordance with federal and state statutes, regulations, and plan documents. Provides training, development, and

guidance by planning programming ideas, working with departments to address identified training needs, and researching, conducting, and/or arranging for appropriate training and development programs to meet organizational needs.

- Assist employees with benefits enrollment and questions and COBRA administration
- Ensure HIPPA compliance
- Maintain the City's Texas Municipal Retirement System (TMRS) records and payments
- Maintain employment records
- Develop a comprehensive training program for employees
- Responsible for accounts payable including: paying invoices, vendor records maintenance, and weekly payables check runs.
- Responsible for bi-weekly payroll including: accruals, TMRS, insurance, workers compensation, unemployment, longevity, certification pay and payroll taxes.
- Assist departments with budget preparation and recommendations as well as calculate payroll estimates for the budget.
- Assist the Finance Director or contracted CPA with budgets, audits, record keeping and any other areas needing assistance.

#### **Minimum Education, Experience and Certification**

- Bachelor's degree in Human Resources or Communications preferred
- High school diploma or equivalent required.
- Two years experience in related field preferred
- Proficiency in Microsoft Office
- Ability to prioritize and multi-task in a fast paced work environment
- Highly organized and detail oriented
- Able to complete tasks accurately and timely with minimal supervision

#### **Knowledge, Skills, and Abilities**

Customer service oriented. Above average software skills. Skills in the operation and maintenance of office equipment and hardware. Skills in word processing, spreadsheets, and databases. Ability to work independently, make sound decisions, use good judgment, and communicate effectively both verbally and in writing.



JULY 2011

**Position Title:** ADMINISTRATIVE ASSISTANT - PD

**Department:** Police

**Immediate Supervisor:** Chief of Police

Job Summary

**Records Clerk**

Maintains and distributes manual and computerized public and confidential records. Prepares informational and criminal statistics for local, state and federal distribution.

**Administrative Assistant**

Performs routine clerical and administrative duties.

**Job Scope**

No supervisory responsibilities.

Makes recommendations and monitors budget for computer technology and office supplies.

**Principal Duties and Responsibilities**

**Records Clerk**

1. PROCESSES offense, accident and related supplemental reports and statistics for in house, statewide and federal distribution. ENSURES compliance with state and federal statistical reporting requirements. CREATES and MAINTAINS related report files.
2. PREPARES monthly Crime Reports for distribution to the Council.
3. PROCESSES requests for information and reports from the public and outside agencies in compliance with current dissemination policies and laws. REPRODUCE reports for officers and the District Attorney for trial.
4. PERFORMS all other related duties as assigned.

**Administrative Assistant**

1. PREPARES and researches for reporting of various information (vehicle maintenance, racial profiling, alarms and permits for alarms, accidents, incidents, calls and arrests)
2. ORDERS and maintains office supplies and furnishings.
3. MAINTAINS anniversary dates and promotion dates
4. ASSIST in special projects for the city and with the citizens.
5. PERFORMS all other related duties as assigned.

**Physical and Environmental Conditions**

Employee needs sufficient physical strength to bend, lift, climb and crawl.

**Minimum Education, Experience and Certification**

High School or equivalent required. One year experience in computer data entry, general office procedures or a related field required. Valid Texas State Driver's License, Class C, required.

**Knowledge, Skills and Abilities**

Skills in the operation and maintenance of general office equipment, including typewriters, computers, copiers, calculators and facsimile machines. Skill in typing and word processing. Ability to read and understand manuals in order to record work activities, keep records or work with computers. Understand and carry out oral and written directions. Ability to accurately complete work assignments and to deal professionally and courteously with the public and other agencies



## THE CITY OF KEMAH, TEXAS

### POSITION TITLE: DISPATCH SUPERVISOR

**Reports to:** Admin Sargent and Assistant Chief

**Summary:** This position serves as a working supervisor. In addition to working a dispatch position, performing the full range of Communications Dispatcher call taking and dispatching functions, Supervisors also direct and supervise subordinate staff, including assigning and delegating work projects, scheduling employees to ensure proper staffing levels are maintained, and performance management including evaluating work performance, coaching, mentoring and/or implementing corrective action for performance and conduct issues.

**Distinguishing Characteristics** The Communications Dispatch Supervisor is distinguished from the Communications Dispatcher by the supervisory work performed. Supervisory responsibilities include not only general supervision of specific assigned employees, but also daily oversight of any Dispatcher's work performed while on the Supervisor's shift. Incumbents provide technical assistance to staff, resolve minor work or personnel problems, and give input regarding discipline, training, and major job reassignments to the Admin Sargent and Assistant Chief. Work under general supervision of the Admin Sargent and Assistant Chief, who makes assignments by defining objectives, priorities and deadlines and assists with unusual situations or problems with no clear precedent. Supervisors plan and carry out the work independently and are expected to resolve problems in accordance with instructions, policies, procedures and applicable laws and regulations. Note: All duties, knowledge, skills and abilities listed below are considered essential functions unless marked as non-essential.

#### **Essential Job Functions:**

- Performs all key tasks and duties of the Communications Dispatcher
- Supervises Dispatch personnel and plans work assignments to ensure that the Agency's service and production expectations are achieved
- Evaluates shift operations through personal observation of dispatchers and recommends improvements or modifications to work practices and employee performance as appropriate
- Works proactively with staff to resolve performance or personnel issues at the lowest level
- Conducts employee evaluations, reviews and approves employee time off requests, and investigates and resolves complaints or problems

- Identifies issues and implements basic corrective actions including oral counseling and oral warnings; discusses need for further corrective action with Admin Sargent , Assistant Chief and/or Human Resources Manager as appropriate Kemah Police Department and City of Kemah
- Coordinates major incidents to ensure that proper notifications are made; assists in call handling if necessary and coordinates with Incident Command
- Stays regularly aware of employee actions and behavior for signs of stress, coping and general emotional well-being; specifically watches for these signs during or any time after high stress and major incidents
- Responds to law enforcement requests for information, monitors several public safety authorities to coordinate dispatching of services between two or more agencies (Kemah Fire and EMS)
- Ensures technical equipment is properly maintained, regularly serviced and fully functional
- Reviews Police/Fire/EMS calls for compliance to protocol, citizen evaluation surveys, etc.
- Completes a variety of reports and correspondence relating to dispatch activities in a timely manner, such as investigations, inquiries or preparation of documents for court purposes including CAD reports, ANI/ALI reports, NIBRS (National Incident Base Reporting system that is submitted to the State.), TCIC/NCIC validations (validate all entries for stolen items, cars trucks ect in the State computer system)
- In case of emergency or other necessity, transfers Operations to and sets up the Dispatch Operations back up center and shuts down dispatch activities at Kemah's main location
- Performs other related tasks and duties as required Qualifications Knowledge of:
  - Techniques, procedures and methods used in the operations of a public safety communications center
  - Computer aided dispatch (CAD) and enhanced 9-1-1 equipment
  - General knowledge of cities and locations of highways, main streets and major buildings and geography of City of Kemah
  - Rules and regulations of the Federal Communications Commission pertaining to radio telephone operations
  - Principles and practices of effective staff supervision and motivation
  - Agency personnel policies, procedures, laws and requirements
  - Policies and procedures for filling overtime, proper notification for equipment failures or after hour call outs for radio, computer or phone problems
  - Effective interpersonal communication methods and techniques, including conflict resolution and general mediation techniques

**Ability to:**

Effectively perform the full-range of supervisory duties as described above

- Plan, coordinate, direct and accomplish the activities of dispatch staff
- Evaluate dispatcher performance and conduct; provide positive feedback and constructive criticism as appropriate; and identify and recommend improvements
- Monitor performance issues and concerns; discuss notable performance or performance concerns with the Operations Manager as appropriate

- Assess the emotional state of staff on duty; react appropriately to staff's needs in emergency and routine situations
- Understand and apply supervisory guidelines, policies or procedures in diverse situations
- Explain and help staff understand dispatch responsibilities, priorities and procedures Kemah Police Department / City of Kemah
- Apply a high level of initiative, discretion, and judgment in accomplishing the work
- Develop and maintain effective working relationships with assigned staff, the public, coworkers, supervisors and managers, , and officials from other jurisdictions, departments or agencies
- Accurately dispatch public safety personnel and equipment quickly and efficiently, including all requirements of Communications Dispatcher
- Perform work under stressful or emotional conditions
- Work assigned shift, Candidates and incumbents must have ability to perform the essential functions of this position with or without reasonable accommodation Education and Experience – Any equivalent combination of education and experience that provides the applicant with the knowledge, skills and ability required to successfully perform the job. A typical way to obtain the knowledge and abilities would be:
  - At least five years of progressively responsible communications dispatching experience in a comparable public safety dispatching center. To be considered comparable, experience must show proficiency with the same state laws and regulations, same equipment and programs, and same range of dispatch and call taking services provided by Kemah Police Department, i.e. police, fire and medical dispatch, using CAD and E911 equipment.
  - Experience or other qualifications that demonstrate strong decision making skills, excellent interpersonal communication and conflict resolution skills, and ability to successfully supervise, motivate, correct, train and evaluate assigned staff
  - Application screening
  - Oral interviews Work Environment (Essential functions) Work is performed in an indoor, open-space environment and stationary setting. Incumbents work with and are surrounded by computerized control panels that require detailed dexterity. The majority of time is spent in a seated position; however, dispatchers have freedom to stand and move in a limited area. Is expected to manage over-the-phone interactions and confrontations with angry, hostile, depressed and/or otherwise emotionally distraught members of the public. As a result, work requires quick, independent action and alertness in emergency and possible life threatening situations. Work entails extensive keyboarding and manual dexterity, and also entails regular reaching, stretching, and lifting of standard dispatch supplies and materials, such as maps, binders, and flip cards.

**Physical Demands typically involve, but are not limited to:**

Hearing and Speaking:

- Hear, understand and respond to verbal information in person, by phone and by radio, including difficult to understand callers
- Speak clearly and concisely in English

- Hear, understand and respond using radio transmitters and receivers, radio consoles, telephone / radio headsets, multi-line telephone systems, and complex communications equipment Seeing and Reading:
  - See, read and understand written information and instructions in all forms, including handwritten, hard copy or electronic communications formats
  - See and use all related communications equipment including radio transmitters and receivers, radio consoles, telephone / radio headsets, multi-line telephone systems, lease line teletypes, computer consoles, and data communications terminals
  - See color differentiation as necessary to distinguish color variations on maps, computer screens and radio consoles Mental acuity and alertness:
    - Understand, respond to, and apply complex concepts, information, and instructions including policies, procedures, laws, and regulations
    - Engage in frequent interpersonal interactions that are stressful or sensitive in nature
    - Handle difficult interpersonal interactions and complaints with tact and diplomacy
    - Manage and accomplish multiple priorities and diverse responsibilities with a high level of accuracy
    - Think and apply judgment, discretion, and initiative in accomplishing work
    - Work effectively despite sleep pattern disruptions as a result of rotational and/or irregular shift work and overtime Manual dexterity and typing:
      - Extensive use of computers, keyboards, office equipment and similar specialized technical and electronic equipment commonly found in communication centers
      - Performing multiple tasks requiring manual dexterity at the same time
      - Write legibly Physical dexterity:
        - Sit for extended periods of time; stand or walk as necessary
        - Sit for extended periods of time particularly during high stress situations
        - Stretch, reach, or lift objects or materials that may be up to 10 pounds in weight



City of Kemah, TX

Class Title: Deputy Court Clerk

Kemah, TX is located on Galveston Bay, where a constant breeze and endless family entertainment abound. This bayside community of only 1,800 people is 25 minutes south of Houston and 25 minutes north of Galveston and welcomes several million visitors on an annual basis to our famous Kemah Boardwalk and other local attractions.

**JOB SUMMARY:** Provide administrative support to the City's court system by providing assistance to the Judges by processing documents and attending court proceedings. Provides basic clerical support including typing, answering the telephone, and maintaining court records.

**JOB DUTIES AND RESPONSIBILITIES:**

- Enter Class "C" misdemeanor citations issued by local/county/ state law enforcement agencies
- Will provide the following: fines and fees, trial dockets, warrants and cases set for arraignment
- Review and respond to correspondence from defendants, attorneys, citizens, and Judge
- Prepare courtroom and finalize court dockets
- Prepare subpoenas and summons for defendants, witnesses and jurors.
- Assist defendants in resolution of court cases
- Maintain and balance cash drawer
- Process payments by mail, in person, and online
- Provide administrative support to the Judge
- Process paperwork received from the Police Department including payments and bonds
- Prepare and issue warrants
- Provide customer service via phone, email, fax, and in person
- Assist Judge in courtroom, monitor and attend to juror needs, and coordinate courtroom activity
- Interact in a professional and respectful manner with City staff, Officials, other agencies, and the public
- Concentrates on assigned tasks through many distractions and exhibits confidentiality
- Perform other duties as assigned

**MINIMUM QUALIFICATIONS:**

- High School diploma or General Education Degree (GED)
- Valid Class C Driver's License required
- Must obtain Municipal Court Clerk Level 1 within 2 years of hire and maintain certification throughout employment
- Pre-employment drug screen/background check

**KNOWLEDGE, SKILLS AND ABILITIES:**

- Bilingual preferred
- Proficient in operating computers, phones, faxes, copiers, and other office equipment.
- Microsoft office software, primarily Excel and Word; Incode Software (preferred); cash handling procedures; basic mathematical calculations; principles of customer service
- Communicate effectively with diverse groups of individuals; handle stressful situations and effectively deal with difficult and angry people: exercise considerable discretion when handling confidential information; record transactions and keep accurate records; efficiently respond to a stressful or high pressure environment: meet deadlines and perform multiple tasks under pressure: work with frequent interruptions and changes in priorities



City of Kemah, TX

Class Title: Court Administrator

**JOB SUMMARY:** Plans, organizes, and supervises the work of the deputy court clerk. Makes monthly and quarterly reports to City and State Officials. Interprets laws and procedures to subordinates and the general public.

**JOB DUTIES AND RESPONSIBILITIES:**

- Plans, organizes, and supervises the work of the deputy court clerk. Conducts performance evaluations of subordinates as required
- Prepares reports to the City Council and State Department. Researches statutes and proofreads all legal forms prepared
- Plans, maintains, and monitors the Department budget
- Responsible for daily deposits, controls and records all bonds and monies paid to the Municipality
- Develops and maintains procedures for the operation of the Municipal Court including long and short range plans
- Maintains complete and accurate records of legal charges filed and disposed
- Attends court sessions and records trial dispositions
- Performs a variety of activities including attesting to signatures, certifying documents, and preparing check requests
- Resolves questions and complaints raised by court personnel, attorneys, and members of the general public
- Processes requests by prosecutors for court dates and trials
- Oversees the proper retention and disposition of court records
- Must maintain the ability to address and resolve administrative issues.
- Analyzes and reviews court technology programs to make recommendations for future technology needs and requirements; monitor office equipment
- Trains and communicates with personnel in the operation of Court software packages
- Perform other duties as assigned
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**MINIMUM QUALIFICATIONS:**

- High School diploma or General Education Degree (GED)
- Valid Class C Driver's License required
- Municipal Court Clerk Certification Level 1, required
- Must obtain Municipal Court Clerk Certification Level 2 within 3 years of hire
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**KNOWLEDGE, SKILLS AND ABILITIES:**

- Knowledge of municipal government operations and City Ordinances
- Ability to supervise subordinates, develop and implement office procedures and establish and maintain effective working relationships with employees and the general public
- Knowledge of the Municipal Court system Incode or equivalent system
- Knowledge of court policies, procedures, criminal procedures, and Class "C" misdemeanors
- Knowledge of the Penal Code, Code of Criminal Procedures, and the Transportation Code
- Skills in the supervision of personnel
- Skills in interpersonal relations
- Skills in oral and written communication
- Skills in establishing priorities and organizing work
- Skills in accounting, bookkeeping, training, and performance evaluation

NAME: Margaret Vargas SALARY: \$48,000 JOB TITLE: Court Administrator

**OLD JOB RESPONSIBILITIES**

**Court Clerk Job Responsibilities (06/20/2016 – Present)**

- Process accident report payments from Police Department
- Process timely notices to defendants and police officers when needed for arraignments, trials, and hearings
- Coordinate with the Police Department on actions such as clearing warrants and notifying officers of court dates and directives
- Create warrant shucks, print signed warrants and additional required documents and place in shucks, write case information on shucks and file in dispatch
- Add collection amounts to warrant shucks after monthly report has been ran and re-file
- Receive incoming mail; process paperwork, payments, requests, etc. from defendants and attorneys
- After court hearings, process case dispositions, finalize court dockets, scan in court slips
- Call to verify provided insurance policies for FMFR violations; dismisses applicable cases by order of HB 2535
- Review cases for non-appearance, generate Complaints, issue FTA/VPTA and set for Show Cause Hearings; print and mail notices to defendants
- Review cases of non-payment/non-compliance and set for Capias Show Cause Hearings; print and mail notices to defendants
- Review open cases pending dismissal; close applicable cases
- Prepare Court Room, Court Dockets, Court Slips, and any required videos and/or documents prior to Court
- Record defendant pleas entered during court and document Failure to Appear cases
- Enter Class C misdemeanor citations issued by other local, county and state law enforcement agencies to be filed in our Court into Incode

**NEW JOB RESPONSIBILITIES**

**Court Administrator Job Responsibilities (03/11/2017 - Present)**

- Develop, implement, and enforce policies and procedures for the operation of the Municipal Court including long and short range plans
- Ensure that court systems, procedures, and practices comply with applicable laws, regulations, and administrative orders; Research, evaluate, and make recommendations regarding the impact of new legislation on court processes and procedures
- Attend and participate in professional group meetings, training classes and seminars; stay abreast of new trends and innovations in the field of municipal court administration and other areas in which the position regularly deals.
- Comprehend and make inferences from written material, including: state statutes, Supreme Court rulings, City ordinances, administrative orders, letter, memos, policies, and procedures, to ensure the appropriate processes are in place
- Monitor and maintain the Municipal Court case management system to ensure proper data input and processing of information as well as accountability; Oversee the proper retention and disposition of court records
- Regularly audit court documents, Incode macros, fine and fee amounts, statute-offense relationships and update when necessary.
- Compile and analyze data on court activity to prepare and submit appropriate reports to State and local agencies
- Create and prepare written documents, including: justification memos, procedures, correspondence letters, Incode court document templates and Standing Orders with clearly organized thoughts and using proper sentence structure, punctuation, and grammar.
- Oversee the collection, posting, and deposit of all fines, costs, fees, and bond payments

NAME: Margaret Vargas

SALARY: \$48,000

JOB TITLE: Court Administrator

- Download citations from Brazos, export to Incode, and review for any further action required; generate complaints and mail summons when required
- Monitor online payments; close cases, send SETCIC (warrant) clearance to Dispatch, and release holds with the Omnibase on the FTA program upon resolution of cases; scan cleared slip into defendant's file
- Process and scan in all releasing paperwork, payments and bonds from PD/Jail
- Provides information to the public regarding tickets, court appearances, and other related information
- Assist defendants via phone, email, fax and in person by informing them of all their rights and options towards resolution of their cases, providing case information/options, preparing paperwork for signatures, processing payments, setting court appearances, payment arrangements, and Driver Safety Course and Deferred Disposition requests
- Maintain and balance cash drawer with payment batch receipt; close Web packet and assist with daily deposit preparation

- Act as liaison between the court and public or private organizations, as well as the state or federal government; communicate with the general public, other City employees, vendors, management, contractors, public officials, or others in order to provide information on court operations, resolve problems, coordinate processes, give instructions, and answer questions.
- Interface with prosecutor, defense attorneys, jurors, police officers, and witnesses as necessary to streamline court docket and related issues; process plea deals and requests for case information from prosecutor prior to court hearings
- Create and maintain the court calendar; Schedule jury trials and coordinate jury selection, notification, and utilization
- Set fine amounts and court costs and enter new violations, ordinances, and officers/users into Incode Court and Brazos Technology Software; analyze program specifications for completeness and conformity to State law requirements
- Process and track Expungement Notifications and Orders from the Galveston County Courthouse
- Issue Warrants of Arrest and Capias Pro Fine Warrants
- Coordinate with the Police Department on actions such as scheduling bailiffs, video requests, and additional case information
- Accept and process Appeal Bonds from attorneys; send all required documentation to Galveston County Courthouse
- Ensures operation of office by maintaining and ordering office supplies, stocking supplies, arranging for forms and stationary to be printed and documenting purchases
- Run Cash Bond Report; monitor and apply refunds, payments and pending cases
- Update court website information and lobby notices/signage as required
- Process Credit Time Served Requests from incarcerated defendants. Review requests, research incarceration history

NAME: Margaret Vargas

SALARY: \$48,000

JOB TITLE: Court Administrator

and case information; compile all info to be given to Judge for review to grant/deny request.

- Respond to all Court related Open Record Requests, PIRs, and Motions for Discovery.

**Court Administrator Responsibilities (01/01/2020 – Present)**

- Run weekly software updates in Incode system.
- Report Assault Family Violence cases to the State as mandated in House Bill 1528
- Prepare, maintain, and monitor Municipal Court department budget

**Court Administrator Responsibilities (March 2020 – Present)**

- COVID-19 related responsibilities:
  - Contact (via phone & mail) all individuals set for court dates from March 2020 – December 2020 to inform them of new court schedule; reset for virtual hearing or new in person date (approximately 900 cases); create spreadsheet to track resets
  - Create Operating Plan for In Person hearings
  - Research Virtual Court software and electronic signature software and oversee installation
  - Create new court documents, notices, and agreements to include verbiage regarding COVID-19 OCA guidelines, our court requirements, and additional options for resolving cases without required in person appearance; upload into Incode and create new macros, statuses, and calendar types
  - Create new court hearing schedule for remainder of 2020 and 2021 to include virtual and in person hearings to ensure compliance with social distancing guidelines; set in Incode
  - Create and post required signage, measure and mark six foot separation in lobby and courtroom
  - Monitor updates from OCA, TML, CDC, TX DSHS, and GCHD to ensure compliance

NAME: Margaret Vargas

SALARY: \$48,000

JOB TITLE: Court Administrator

<p><b>Receptionist Responsibilities (November 2018 – Present)</b></p> <ul style="list-style-type: none"> <li>• Provide City Hall related information to the public and responds to requests for information and assistance regarding general city business and events, community center rentals, permit processes, etc. via phone and in person</li> <li>• Notify staff of visitors, meetings, interviews, etc.</li> <li>• Answer City Hall phone lines provided information when able; direct calls; relay messages</li> </ul>	
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Did your title change/position? \_ Yes \_\_\_\_\_

Did you retain your old responsibilities? \_\_\_\_ Yes \_\_\_\_\_

NAME: Chandra Jobb

SALARY: \$60,000

JOB TITLE: Acct. & HR Manager

**OLD JOB RESPONSIBILITIES**

- Assist home owners, business owners, contractors, engineers and architects at the counter, over the phone and in writing with application processes for building, planning and engineering, permits and other developmental processes, building code information and code enforcement complaints, and other building department information.
- Set up and attend meetings with the Civil Engineer to go over proposed projects in the City.
- Review all permit applications, calculate fees, process payments and generate permits in Incode.
- Set up inspections with Bureau Veritas and Fire Marshal, send plans for plan review, enter inspection reports into Incode, verify final inspections for Certificates of Occupancy
- Register Contractors for the City: make sure all have current insurance and state licenses.
- Prepare monthly building and valuation reports for Supervisor and Galveston County, as well as the monthly residential building census report.
- Responsible for filing projects and all paperwork for addresses within the City including plan sets.
- Create invoices for Public Works services and tickets for 811 Call to Dig.
- Responsible for the reservations for the Community Center, Conference Room and Council Chambers, handling all rental agreements, payments and refunds.
- Serve as back-up support staff for Municipal Court in communicating options, taking payments, scanning in documents and any other duties as assigned.
- Set up trash service for new residents and answer complaint calls and try to resolve the issue.
- Create monthly calendar for AJS (cleaning company) for the Community Center.

**NEW JOB RESPONSIBILITIES**

- Oversees the accurate administration of benefits including insurance and retirement programs through brokers and agents including group health and dental, workers compensation and TMRS.
- Conducts the onboarding of new employees including: policies and procedures, setting up an account for them in Tyler Incode with their personnel and salary information as well as their insurance, deductions, TMRS and workers compensation.
- Manages the insurance renewal process.
- Manages employee relations and staffing issues within the City by assisting with Department Directors regarding employment, disciplinary concerns and/or termination actions.
- Post open positions on both the City of Kemah and TML websites. Conduct interviews of qualified applicants, set up drug screens and background checks before making final selection.
- Send open record requests to the State Comptroller to monitor the collection of sales tax.
- Create and submit calculated payroll estimates for the budget including salary, TMRS, Insurance, Workers Comp, Unemployment, Longevity, Certification Pay and Payroll Taxes.
- Responsible for bi-weekly City payroll including: leave accrual for vacation and sick, TMRS, 457, 941, Child Support and sending direct deposit information to the bank.
- Calculate and submit monthly TMRS and Insurance payments.

NAME: Chandra Jobb

SALARY: \$60,000

JOB TITLE: Acct. & HR Manager

- Answer emails sent from CivicPlus (online communication system for residents to let us know their concerns or issues in the City)
- Fulfill any building permit public information requests.
- Keep an up to date spreadsheet of all projects in the City which includes: date submitted, permit issued date, address, project valuation and project status.
- Notify public utility companies of inspections in order to connect gas or electric service.

- Approve and submit the City's daily deposit.
- Responsible for accounts payable including: paying invoices, vendor records maintenance, weekly payables check runs.
- Responsible for vendor statement reconciliation and discrepancies.
- Serve as the primary contact for FEMA when disasters are declared. Responsible for the submittal of all evidence of damage or costs incurred during the crisis including loss of income and mandated overtime. Submittals are carried out after City Administrator approval.
- Communicate all State and/or Federal laws upon an employee's resignation including COBRA and payment of accrued vacation. Send out COBRA information and election notice forms.
- Ensure HIPPA compliance
- Maintain employment records
- Create safety protocols for unforeseeable disasters: I.E. Covid-19
- Provide training and guidance by working with departments to address identified training needs.
- Assist the contracted CPA with budgets, audits and any other duties as assigned.

Did your title change/position? \_\_\_\_\_ Yes \_\_\_\_\_

Did you retain your old responsibilities? \_\_\_\_\_ Yes \_\_\_\_\_

<p>NAME: Kelly Head</p>	<p>SALARY: 57,000</p>	<p>JOB TITLE: Dispatch Supervisor</p>
<p><b>OLD JOB RESPONSIBILITIES</b></p> <ul style="list-style-type: none"> <li>• Dispatch: fire, police, ambulance, and occasionally other agency to call.</li> <li>• Essential Job Duties and Responsibilities Answers dispatch lines for police, fire, and 911</li> <li>• Monitors and listens to police radio, and fire/EMS radio as well as all camera throughout the building and city</li> <li>• Assists public through incoming calls</li> <li>• Assists citizens off the street, and friends and relatives of prisoners needing information</li> <li>• Checks and confirms wanted suspects for police officers</li> <li>• Notarizes documents</li> <li>• Accepts bond moneys and writes receipts</li> <li>• Enters calls for service and other data into the computer</li> <li>• Types identification work for in-house, State, and Federal records</li> <li>• Maintains tow records</li> <li>• Contacts Humane Officer or City worker when needed</li> <li>• Enters or clears subjects or property from TCIC/NCIC</li> <li>• Complete monthly NIBRS report that is submitted to FBI</li> <li>• TCIC/NCIC Validations State compliance and CJS Compliance</li> <li>• Train New Employees</li> <li>• Performs all other related duties as assigned</li> </ul>	<p><b>NEW JOB RESPONSIBILITIES</b></p> <ul style="list-style-type: none"> <li>• Maintain 24/7 Scheduling including vacations, sick time, and short staff</li> <li>• Employee Evaluations</li> <li>• Assist with interviewing process of new dispatchers</li> <li>• Address personnel complaints/conflicts and determine discipline actions if necessary</li> <li>• Evaluates shift operations through personal observation of dispatchers and recommends improvements or modifications to work practices and employee performance as appropriate</li> <li>• Stays regularly aware of employee actions and behavior for signs of stress, coping and general emotional well-being; specifically watches for these signs during or any time after high stress and major incidents</li> <li>• Ensures equipment is maintained as needed for daily operations</li> <li>• Transfers Operations to back-up location in emergency situation</li> <li>• Maintain training and policy manuals</li> <li>• On call for equipment failure and personnel issues</li> </ul>	

Did your title change/position? \_\_\_ Title and job responsibilities changed \_\_\_

Did you retain your old responsibilities? \_\_\_ Yes \_\_\_

NAME: April Patriarco

SALARY: \$50,000

JOB TITLE: Custodian of Records

OLD JOB RESPONSIBILITIES	NEW JOB RESPONSIBILITIES
<ul style="list-style-type: none"> <li>• Dispatch Police, Fire, and EMS</li> <li>• Answer incoming emergency/nonemergency calls on PD landline</li> <li>• Call back 911 hang-up or pocket dials</li> <li>• Communicate with Cell phone companies during exigent circumstances for an attempt to locate a person.</li> <li>• Answer emergency 911 Calls</li> <li>• Assist with people in the PD lobby</li> <li>• Monitor Officers on routine traffic stops and suspicious events</li> <li>• Assist Fire and EMS when on calls</li> <li>• Request additional agencies for mutual aid Police, Fire, and EMS when needed</li> <li>• Monitor persons in jail when needed</li> <li>• Monitor email for communications from Admin/City personnel</li> <li>• Monitor cameras of PD and City Hall at all times to ensure proper personnel access</li> <li>• Maintain dispatch equipment</li> <li>• Notify proper personnel with equipment failures</li> <li>• Call out for proper City personnel when needed</li> <li>• For emergency purposes including city utilities</li> <li>• Contact Center point, TX Dot, and Comcast for roadway hazards and malfunctions, including gas leaks</li> <li>• Monitor TLETS computer continually</li> <li>• Input stolen, missing, or emergency messages to notify surrounding agencies/national</li> <li>• Confirm warrants with Kemah/other agencies</li> <li>• Essential personnel duties when required/ to be onsite 24/7 with natural disasters or emergencies</li> <li>• Maintain the cleanliness of work area</li> <li>• Secure and file sensitive documents</li> <li>• Train/monitor/evaluate new Telecommunicators</li> <li>• Input SETCIC (Class C) warrants into the computer system to issue warrants.</li> <li>• Keep training certifications current</li> </ul>	<ul style="list-style-type: none"> <li>• Prepare and maintain personnel records for employees new and old.</li> <li>• Receive and code invoices/bills for Police Department expenses.</li> <li>• Create and maintain monthly/weekly reports for Police Department/council.</li> <li>• Maintain budget for Police Department salaries with rate dates, certificate &amp; proficiency pay.</li> <li>• Maintain/order supplies for office/dispatch/jail/officers.</li> <li>• Maintain computers with Dash Cam and Body Cam footages.</li> <li>• NIBRS- National Incident Based Reporting System –FBI crime reporting</li> <li>• Review each arrest/incident report created to ensure proper coding and documentation per FBI standards and NIBRS requirements.</li> <li>• Maintain department costs/records (paper and computer) of vehicle maintenance.</li> <li>• Maintain Police Department arrest and incident reports through RMS</li> <li>• Monitor PD Records email, fax, and walk-ins for record requests.</li> <li>• Receive records request from DA’s office to review, and produce Police Records pertaining to arrests, incidents, 9-1-1 audio calls, landline audio calls.</li> <li>• Receive records request from Public, review, redact if necessary, consult Attorney/OAG if necessary, dependent up requestor’s request of information and provide documentation.</li> <li>• Receive Subpoena’s for records to review, redact if necessary, consult Attorney/OAG if necessary, dependent up requestor’s request of information and provide documentation.</li> <li>• Attend court hearings if required via Subpoena</li> <li>• Produce and prepare records to the State and Council for Racial Profiling and its requirements.</li> <li>• Receive Court Orders for Expunctions, Non-Disclosures, and</li> </ul>

NAME: April Patriarco	SALARY: \$50,000	JOB TITLE: Custodian of Records
<ul style="list-style-type: none"> <li>• NIBRS-FBI crime reporting</li> <li>• Utilize computer software</li> </ul>	<p>Juvenile Sealings. Compliance for Expunctions: search and obliterate/modify from systems including RMS, JMS, CAD, Evidence, and paper copies. Compliance for Sealings/Non-Disclosures: search all systems for individual including RMS, JMS, CAD, and paper copies. Seal the records in the system and lock away separately these files.</p> <ul style="list-style-type: none"> <li>• Licensed Telecommunicator, fill in positions in Dispatch when short staffed.</li> <li>• Assist the Chief, Assistant Chief, Admin Sergeant, and personnel with other assigned job duties daily.</li> </ul>	<ul style="list-style-type: none"> <li>•</li> </ul>

Did your title change/position? \_\_\_yes\_\_\_

Did you retain your old responsibilities? \_\_\_no\_\_\_



## Kemah City Council Agenda Item #12 Variance for Palapa Bar Mobile Food Truck

*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: 08/19/2020

Prepared by: Mayor Gale

Subject: on a variance for Palapa Bar Mobile Food Truck

Proceeding: Consideration and Possible Action

Originating Department: Administration

Plan Reference: 17SP- or 17OP-

Texas Ethics Commission Form 1295 required? No

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:

**SUMMARY / ORIGINATING CAUSE**

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

**ATTACHMENTS**

Email from Palapa Bar Owner

Pictures and layout for mobile food truck

**From:** [Walter Gant](#)  
**To:** [Melissa Chilcote](#)  
**Subject:** FW: Request to present to Council a proposed food truck variance for Palapa Bar.  
**Date:** Wednesday, August 12, 2020 5:07:25 PM

---

This is the request for a food truck.

---

**From:** Terri Gale  
**Sent:** Wednesday, August 12, 2020 2:00 PM  
**To:** Walter Gant; GALCO Diner  
**Subject:** Re: Request to present to Council a proposed food truck variance for Palapa Bar.

Ok, thanks, Walter. For the near term, please just snap a photo or two of the plan, etc., and email or text them, so we can ensure that Council at least starts to get a visual coincidental with their one-week requirement.

Thanks again!

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

---

**From:** GALCO Diner <walter.wilson9677@gmail.com>  
**Sent:** Wednesday, August 12, 2020 1:54:42 PM  
**To:** Terri Gale <mayorgale@kemah-tx.com>; Walter Gant <wgant@kemah-tx.com>  
**Subject:** Request to present to Council a proposed food truck variance for Palapa Bar.

Terri and Walter,

I am writing on behalf of The Palapa Bar on 6th street to request a variance to the food truck order. What we are requesting is permission to locate a 28' food trailer at the corner of 6th and Kipp, on our property line. We are also asking permission to keep the food trailer in its position overnight while we finish plans to be approved by the city for semi-permanent location of the trailer. The trailer is brand new, and is black and chrome. I am having an issue getting my drawings attached, but I will send an overview of the proposed locations once I resolve the issue, and also I will have pictures of the food trailer available for council.

Thank you for the opportunity!

Walt Wilson  
The Palapa Bar

**From:** [Terri Gale](#)  
**To:** [Walter Gant](#); [Melissa Chilcote](#)  
**Subject:** Support for Palapas agenda item.  
**Date:** Wednesday, August 12, 2020 6:50:05 PM

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The first two pics are of the approximate temporary location of the trailer marked by the orange cones along 6th street. The next two pictures are of the proposed \*semi permanent\* location of the trailer, parallel to Kipp. The last two pics are of the actual trailer that will be on site. It's brand new, so it's pretty and shiny!!













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



# Kemah City Council Agenda Item #13 Resolution for Linebarger Contract

*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: 08/19/2020

Prepared by: Mayor Gale

Subject: to approve Resolution for Linebarger Contract

Proceeding: Resolution

Originating Department: Administration

Plan Reference: 17SP- or 17OP-

Texas Ethics Commission Form 1295 required? No

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:

### SUMMARY / ORIGINATING CAUSE

### IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY

Having a firm contracted to collect past due fines, fees and delinquent taxes is beneficial because it brings in additional revenues that might otherwise go unrecognized by the City.

### RECOMMENDATIONS

To approve the Linebarger contract

### ATTACHMENTS

- Cover Letter
- Resolution 2020-XX Linebarger
- Contract for Collection Services
- Statutory Notice of Meeting for Contingency
- TEC - 1295

**LINEBARGER GOGGAN BLAIR & SAMPSON, LLP**

ATTORNEYS AT LAW

OFFICE ADDRESS – 518 – 9<sup>TH</sup> AVENUE NORTH, TEXAS CITY, TEXAS 77590

MAILING ADDRESS - P. O. DRAWER 2789, TEXAS CITY, TEXAS 77592-2789

(409) 948-3401 ❖ FAX (409)945-9814

Mark E. Ciavaglia, Managing Partner  
Galveston County Officemark.ciavaglia@lgbs.com  
Writer's Direct Line (713) 844-3548

July 27, 2020

Ms. Terri Gale, Mayor  
 Mr. Walter Gant, City Administrator  
 City of Kemah  
 1401 Hwy 146  
 Kemah, Texas 77565  
[mayorgale@kemah-tx.com](mailto:mayorgale@kemah-tx.com); [wgant@kemah-tx.com](mailto:wgant@kemah-tx.com)

*Via email****Re: Contract for Collection Services and Changes to Texas Law***

Dear Ms. Gale &amp; Mr. Gant:

I am sending to you this letter and the attached documents in preparation for a proposed renewal of our firm's contract for delinquent tax and municipal court fee/fines with the City of Kemah. Our firm greatly appreciates the opportunity to continue working with the City of Kemah. Enclosed please find a proposed contract for your review and consideration by City Council.

Associated with this contract are several important actions that City Council and administration must undertake in accordance with HB 2826, a bill that was enacted by the Texas Legislature during its latest session. This bill amended the Texas Government Code and became effective September 1, 2019. As amended, the statute affects certain contingent fee contracts for legal services, including the proposed contract between the City of Kemah and our firm.

It is critical to note, Texas Government Code §2254.110 provides that **failure to comply with the statutory notice and finding requirements will void the contract in its entirety**. In an effort to assist our clients in navigating the new requirements, we have compiled a summary of the required actions governmental entities must perform, as set forth below. The following actions must be undertaken in strict accordance with the statute.

- 1) **NOTICES** – Texas Government Code §2254.1036 requires that a governmental entity must provide a very specific separate notice of any meeting during which the governing body will consider entering into a contingent fee contract for legal services. This notice provision affects the proposed contract with our firm.

Enclosed please find a proposed notice form required for the contract governing delinquent ad valorem tax collections and municipal court fee/fine collections. This notice must be separate and apart from the normal agenda or notice posted for the City Council meeting. This notice must be posted in accordance with the Texas Open Meeting laws, as any other agenda or meeting notices of the governing body are posted in a location accessible to the public.

Page Two – Letter to Ms. Gale & Mr. Gant  
July 27, 2020  
Re: Contract for Collection Services and Changes to Texas Law

Please note that while minor stylistic changes can be made to the notices to meet the specific form used by the City of Galveston, the precise language of the notices has been carefully crafted to ensure conformity and compliance with the statute. Therefore, please contact me before any substantive changes are made to the notices.

- 2) **RESOLUTION CONTAINING CERTAIN FINDINGS** – The statute also requires that approval of the contract is only effective if, as part of the deliberation and approval of the contract, City Council makes certain specific findings that are memorialized in writing. Enclosed please find a draft resolution containing the required findings.

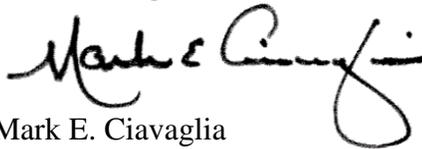
This resolution should be posted as a separate action item on the City Council meeting agenda. In order to effectuate the contract, City Council must approve the resolution by motion and affirmative vote of a majority of members present. Once approved, the resolution containing the statutory findings must be signed by the Mayor and made part of the City Council's minutes.

As with the notices referenced above, the language included in this resolution is specific to the requirements of the statute. Please contact me before any substantive changes are made to these documents.

- 3) **TEXAS ETHICS COMMISSION FORM 1295** - Please also find enclosed a signed Form 1295, which is required by the Texas Ethics Commission. The information associated with this contract has been entered into the portal of the Texas Ethics Commission. Please note that before the expiration of thirty (30) days after the contract becomes effective, an official of the City of Kemah must log onto the Texas Ethics Commission portal and affirm that our firm has provided the Form 1295 Certificate of Interested Parties.

Please contact me if I can provide further information or assistance. Thanks very much for your time, courtesy and professional assistance.

With best regards,



Mark E. Ciavaglia

MEC/mls  
Enclosures

cc: Ms. Melissa Chilcote  
City Secretary  
[mchilcote@kemah-tx.com](mailto:mchilcote@kemah-tx.com)

Mr. Dick Gregg, III  
City Attorney  
[dhgregg3@gregg-gregg.com](mailto:dhgregg3@gregg-gregg.com)

## Contract for Collection Services

This Contract is made between Linebarger Goggan Blair & Sampson, LLP (hereinafter referred to as the “Firm”) and City of Kemah (hereinafter referred to as the “Client”).

### Article 1 – Nature of Relationship

1.01 The parties hereto acknowledge that this Contract creates an attorney-client relationship.

1.02 The Client hereby employs the Firm to provide the services hereinafter described for compensation hereinafter provided.

1.03 This Contract is entered into pursuant to and as authorized by Texas law, including Texas Tax Code §6.30 and Subsection (a) of ART. 103.0031, Texas Code of Criminal Procedure.

### Article 2 – Scope of Services

2.01 *Delinquent Property Tax Collections* - The Firm shall take reasonable and necessary actions to enforce collection of delinquent property taxes that are owed to the Client and that are subject to this Contract, as hereinafter provided and allowed by law.

2.02 The Client may from time-to-time specify, in writing, additional actions to be taken by the Firm in connection with the collection of taxes **and fees and fines** that are owed to the Client. Client further constitutes and appoints the Firm as Client's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to prosecute the Client's claim for taxes **and fees and fines**.

2.03 Taxes owed to the Client shall become subject to this Contract upon the following dates, whichever occurs first:

- (a) On February 1 of the year in which the taxes become delinquent if a previously filed tax suit is then pending against the property subject to the tax and attorney's fees are recovered and paid pursuant to a delinquent tax suit;
- (b) On the date any lawsuit is filed with respect to the recovery of the tax or estimated tax along with attorney's fees awarded and paid pursuant to a lawsuit, in accordance with the Texas Property Tax Code;
- (c) On the date of filing any application for tax warrant where recovery of the tax or estimated tax is sought;

- (d) On the date of filing any claim in bankruptcy where recovery of the tax is sought; or
- (e) On July 1 of the year in which the taxes become delinquent.

2.04 *Delinquent Municipal Court Fees and Fines* - The Firm shall take reasonable and necessary actions to enforce the collection of delinquent municipal court fees and fines. Fees and fines that are subject to this Contract are those that are more than sixty (60) days past due as of the effective date hereof and those that become more than sixty (60) days past due during the term hereof. As used in this section, "more than 60 days past due" has that meaning assigned by Subsection (f) of Art. 103.0031, Texas Code of Criminal Procedure [as amended by Senate Bill 782, 78th Legislature (2003), effective June 18, 2003]. The meaning assigned to the phrase "more than 60 days past due" shall, for the term and purposes of this Contract, survive any future amendments to, or repeal of, Article 103.0031, Texas Code of Criminal Procedure, or any parts thereof.

2.05 The Client may from time-to-time specify in writing additional actions that should be taken by the Firm in connection with the collection of the receivables that are subject to this Contract. Client further constitutes and appoints the Firm as Client's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to pursue collection of the Client's claims.

2.06 Such legal services shall include but not be limited to recommendations and legal advice to Client to take legal enforcement action; representing Client in any dispute or legal challenge over authority to collect such receivables; defending Client in litigation or challenges of its collection authority; **representing Client in any dispute or legal challenge over authority to collect such court fees and fines**; and representing Client in collection interests in bankruptcy matters as determined by Firm and Client. For the purposes of this Contract, the term 'representing Client in bankruptcy matters' shall be defined as filing claims and prosecuting such claims in proceedings in United States Bankruptcy Courts on behalf of Client for delinquent taxes, special assessment liens, utility liens, unpaid utility receivables **and fees and fines** for which Client has received a bankruptcy notice. Such bankruptcy notices received by Client shall be promptly forwarded to Firm to enable Firm to assert and prosecute any such bankruptcy claim. The bankruptcy services as described will be provided to Client by the Firm at no cost to Client. This Contract supersedes all prior oral and written Contracts between the parties regarding such receivables, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

2.07 The Client agrees to provide to the Firm data regarding any receivables that are subject to this Contract. The data shall be provided by electronic medium in a file format specified by the Firm. The Client and the Firm may from time-to-time agree in writing to modify this format. The Client shall provide the data to the Firm not less frequently than monthly for delinquent fees and fines.

2.08 The Firm, in all communications seeking the fee and fine receivables subject to the Contract, shall direct all payments for fees and fines directly to the Client at an address designated by the Client. If any receivables are paid to the Firm, said payments shall be expeditiously turned over to the Client.

### Article 3 - Compensation

3.01 *Delinquent Tax Collections* - Client agrees to pay the Firm, as compensation for the delinquent tax collection services, twenty (20%) percent of the amount of all delinquent taxes, penalty and interest, subject to the terms of this contract as set forth in Paragraph 2.03 above, collected and paid to the collector of taxes during the term of this contract, as and when collected.

3.02 *Delinquent Fees and Fines* - The Client agrees to pay the Firm thirty (30%) percent of the total amount of all the fines and fees [exclusive of any collection fee assessed by the Client pursuant to Subsection (b) of Article 103.0031, Texas Code of Criminal Procedure] subject to the terms of this Contract as set forth in Section 2.04 above that are collected by the Client during the term of this Contract.

3.03 The Client, through its Interlocal Contract with Galveston County for tax collection services, shall pay the Firm compensation owed for tax collection services by the twentieth (20<sup>th</sup>) day of each month, all compensation earned by the Firm for the previous month as provided in this Article 3. All compensation above provided for shall become the property of the Firm at the time payment of the taxes, penalty and interest is made to the collector.

3.04 The Client shall pay the Firm by the twentieth day of each month all compensation earned by the Firm for delinquent fees and fines collections and special assessment liens for the previous month as provided in this Article 3. The Client shall provide an accounting showing all collections for the previous month with the remittance. All compensation shall become the property of the Firm at the time payment of the receivable is made to the Client.

### Article 4 - Retention of Files and Intellectual Property Rights

4.01 The Firm recognizes and acknowledges that all items contained in the Firm's litigation files related to the Firm's representation of the Client are the property of the Client. The Firm agrees to retain and safeguard such files on behalf of the Client, provided that, the Client agrees that such files may, from time to time, be disposed pursuant to the File Retention Policy attached hereto as Schedule 'A' File Retention.

4.02 The Client recognizes and acknowledges that the Firm owns all right, title and interest in certain proprietary software that the Firm may utilize in conjunction with performing the services provided in this Contract. The Client agrees and hereby grants to the Firm the right to use and incorporate any information provided by the Client ("Client Information") to update the databases in this proprietary software, and, notwithstanding that

Client Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the Client shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the Client shall be entitled to obtain a copy of such data that directly relates to the Client's accounts at any time.

4.03 The Firm agrees that it will not share or disclose any specific confidential Client Information with any other company, individual, organization or agency, without the prior written consent of the Client, except as may be required by law or where such information is otherwise publicly available. It is agreed that the Firm shall have the right to use Client Information for internal analysis, purposes of improving the proprietary software and database, and to generate aggregate data and statistics that may inherently contain Client Information. These aggregate statistics are owned solely by the Firm and will generally be used internally, but may be shared with the Firm's affiliates, partners or other third parties for purposes of improving the Firm's software and services.

#### Article 5 - Costs

5.01 The Firm and Client recognize that certain costs, *e.g.*, **additional services**, publication costs and title research fees, *etc.*, will be incurred in the process of providing the services contemplated in **Section 2.02** of this Contract. The Firm will either: (i) advance such costs on behalf of the Client, or (ii) arrange with the vendor or agency providing the service that the costs of services will not be paid unless and until such costs are recovered from the delinquent taxpayer. All such costs incurred will be wholly advanced by Firm and Firm will seek reimbursement of such advanced costs through legal remedies allowed by law. Client has no liability for any such advanced cost.

5.02 The Client acknowledges that the Firm may provide services, **including** title research, with its own employees or with other entities or individuals who may be affiliated with the Firm, but the Firm agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party.

#### Article 6 - Term and Termination

6.01 The effective date of this Contract is July 15, 2020. The Initial Term of this Contract shall expire on July 15, 2024, (the "Expiration Date") unless extended as hereinafter provided.

6.02 Unless prior to thirty (30) days before the Expiration Date of the Initial Term of this contract, the Client or the Firm notifies the other in writing that it does not wish to continue this Contract beyond its Initial Term, this Contract shall be automatically extended for an additional **two (2)** year period without the necessity of any further action by either party. Unless prior to thirty (30) days before the expiration of the additional **two (2)** year renewal period, the Client or the Firm notifies the other in writing that it does not wish to continue this Contract beyond its **two (2)** year renewal term, this Contract shall renew automatically for

additional one (1) year period in the same manner without the necessity of any further action by either party.

6.03 If at any time during the initial term of this Contract or any extension hereof, the Client determines that the Firm's performance under this Contract is unsatisfactory, the Client shall notify the Firm in writing of the Client's determination. The notice from the Client shall specify the particular deficiencies that the Client has observed in the Firm's performance. The Firm shall have sixty (60) days from the date of the notice to cure any such deficiencies. If at the conclusion of that sixty (60) day remedial period, the Client remains unsatisfied with the Firm's performance, the Client may terminate this Contract effective upon the expiration of ten (10) days following the date of written notice to the Firm of such termination ("Termination Date").

Notwithstanding the foregoing, if at any time during the term of this Contract there is a change of attorneys associated with the Firm's performance of this Contract, Client may terminate this Contract effective upon the expiration of thirty (30) days written notice of such termination.

6.04 Whether this Contract expires or is terminated, the Firm shall be entitled to continue to **collect any fees and fines items and to pursue collection of any claims that were referred to and placed with the Firm by the Client prior to notice of termination, and** prosecute any tax suits, applications for tax warrants or bankruptcy claims pending on the Termination Date or Expiration Date for an additional six (6) months following termination or expiration. The Client agrees that the Firm shall be compensated as provided by Article 3 for any **fees and fines**, base tax, penalties and interest collected in the pending matters during the six (6) month period.

6.05 The Client agrees that the Firm shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the Client, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this Contract constitutes a waiver by the Firm of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any six (6) month period under Section 6.04 does not constitute any such waiver by the Firm.

#### Article 7 – Miscellaneous

7.01 *Assignment and Subcontracting.* This Contract is not assignable, provided however, the Firm may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the Firm will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 *Mediation and Venue.* Any controversy between the parties to this Contract involving the construction or application of any of the terms, covenants, or conditions of this Contract shall, on the written request of one party served on the other, be submitted to mediation. In the event mediation is unsuccessful, the parties are free to pursue their right in a court of competent jurisdiction. Any legal proceedings relative to this Contract or the obligations thereunder shall be in Galveston County, Texas.

7.03 *Integration.* This Contract contains the entire Contract between the parties hereto and supersedes all previous oral or written Contracts. This Contract may only be modified in a written amendment, executed by both parties.

7.04 *Representation of Other Taxing Entities.* The Client acknowledges and consents to the representation by the Firm of other taxing entities that may be owed taxes or other claims and be secured by the same property as the Client’s claim.

**7.05 *Representation of Other Governmental Entities.* The CLIENT acknowledges and consents to the representation by the FIRM of other governmental entities that may be seeking the payment of fines and fees or other claims from the same person(s) as the CLIENT.**

7.06 *Compliance with Texas Government Code §2270.022.* In compliance with Texas Government Code §2270.002, the Firm verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

IN CONSIDERATION OF THE TERMS AND COMPENSATION HEREIN STATED, the Firm hereby accepts said employment and undertakes the performance of this Contract as above written. This Contract is executed on behalf of the Firm and of the Client by the duly authorized persons whose signatures appear below.

CITY OF KEMAH

LINEBARGER GOGGAN BLAIR  
& SAMPSON, LLP

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Partner

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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

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

ATTEST:

---

City Secretary

## **SCHEDULE 'A' – FILE RETENTION**

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### **DELINQUENT TAX SUIT FILES**

- (a) Cases in which non-suits are taken, dismissals are granted, or judgments are vacated, may be destroyed upon the expiration of five (5) years following the date of non-suit or dismissal or one (1) year after a judgment is taken on the same property in a subsequent suit, whichever first occurs.
- (b) Cases in which judgments are taken, followed by satisfaction of the judgment by any means other than foreclosure sale, may be destroyed upon the expiration of five (5) years following satisfaction of the judgment.
- (c) Cases in which real property judgments are taken or real property seizures conducted under tax warrant, followed by tax sale, are destroyed upon the expiration of twenty-five (25) years following the date of original tax sale.
- (d) Cases in which judgments are taken for personal property taxes, followed by abstract of judgment, are destroyed upon the expiration of twenty (20) years following the filing of the abstract or one (1) year following satisfaction of the judgment, whichever first occurs.

### **PERSONAL PROPERTY TAX WARRANT FILES**

- (a) Cases in which non-suits are taken, dismissals are granted, or dissolution of warrant occurs prior to a seizure of any property are destroyed upon the expiration of one (1) year following the date of non-suit, dismissal, dissolution.
- (b) Cases in which seizures under a warrant occurs, regardless of whether actual sale of property occurs, are destroyed upon the expiration of four (4) years following the date of seizure.

### **BANKRUPTCY FILES**

- (a) Cases that have been dismissed are destroyed upon the expiration of one (1) year following the date of dismissal.
- (b) “No Asset Chapter 7” cases in which a discharge has been granted to the debtor are destroyed upon the expiration of one (1) year following the date of discharge or final payment, whichever occurs earlier.
- (c) “Chapter 13” cases in which a discharge has been granted to the debtor are destroyed upon the expiration of one (1) year following the date of discharge.
- (d) “Chapter 7 Asset” cases are destroyed upon the expiration of one (1) year following the filing of the Trustee’s Final Report.
- (e) “Chapter 11” cases in which there is a Confirmed Plan are destroyed upon the expiration of eight (8) years following the date of Confirmation, unless the plan has not been completed. In the event payment under the plan is not complete following eight (8) years, then the file shall be destroyed upon the expiration of one (1) year following receipt of the final payment under the plan.

**RESOLUTION NO. 20-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KEMAH, TEXAS, AUTHORIZING THE APPROVAL OF A CONTRACT FOR COLLECTION SERVICES PROVIDING FOR THE COLLECTION OF DELINQUENT TAXES AND COURT FINES AND FEES WITH LINEBARGER GOGGAN BLAIR & SAMPSON, LLP; AND MAKING CERTAIN FINDINGS ASSOCIATED WITH TEXAS GOVERNMENT CODE §2254.1032; AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND PROVIDING FOR AN EFFECTIVE DATE.**

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**WHEREAS**, the City of Kemah desires to approve a contract for collection services of delinquent taxes and court fees and fines with Linebarger Goggan Blair & Sampson, LLP;

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

Section 1. After having provided adequate notice as required by Sec. 2254.1036 of the Texas Government Code, the Contract for Collection Services with Linebarger Goggan Blair & Sampson, LLP is approved and the Mayor is authorized to execute this Agreement.

After exercising its due diligence, the City of Kemah finds:

Section 2. That there is a substantial need for the legal services to be provided pursuant to the Contract for Collection Services;

Section 3. That these legal services cannot be adequately performed by the attorneys and supporting personnel of the City of Kemah at a reasonable cost;

Section 4. That these legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of these receivables as provided by Texas Tax Code Sections 6.30, 33.07, 33.08, 33.11, and 33.48 and Texas Code of Criminal Procedure Art. 103.0031 and because the City of Kemah does not have the funds to pay the estimated amounts required under a contract only for the payment of hourly fees;

Section 5. That Linebarger Goggan Blair & Sampson, LLP, is well qualified and competent to perform the legal services required to comply with the terms of this contract;

Section 6. That Linebarger Goggan Blair & Sampson, LLP has provided these specialized legal services to the City of Kemah in the past and the City of Kemah has been well satisfied with the quality and outcome of the legal services provided.

Section 7. That the contract with Linebarger Goggan Blair & Sampson, LLP is the result of an arm’s length transaction between the City of Kemah and Linebarger Goggan Blair & Sampson, LLP and is fair and reasonable.

Section 8. This Resolution shall become effective immediately upon its passage.

**PASSED AND APPROVED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Terri Gale, Mayor  
City of Kemah, Texas

APPROVED AS TO FORM:

\_\_\_\_\_  
Dick Gregg, Jr.

I, Melissa Chilcote, Secretary of the City Council of the City of Kemah, Texas, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Kemah at its Regular Meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribed my name hereto officially under the corporate seal of the City of Kemah this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Secretary for the City Council  
of the City of Kemah

**July 15, 2020 7:00PM**

**CITY OF KEMAH- CITY COUNCIL**

**Council Chambers, Kemah City Hall,  
1401 Hwy 146, Kemah, Texas 77573**

**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**

Notice is hereby given that a meeting of the City Council of Kemah, Texas will be held on July 15, 2020 at 7:00 p.m. in the Council Chambers of Kemah City Hall, 1401 Hwy 146, Kemah, Texas for the purpose of considering and taking action on all matters on the agenda for the meeting, including approval of an agreement with the law firm of Linebarger Goggan Blair & Sampson, LLP as special counsel to perform all legal services necessary to collect delinquent ad valorem taxes and also to collect unpaid fines, fees and court costs as provided in Texas Code of Criminal Procedure Art. 103.0031 and authorizing the execution of such agreement.

The agreement to be considered is necessary for the delinquent ad valorem taxes owed to the City of Kemah to be collected in the most effective manner. The City desires that such delinquent tax, penalties and interest be collected as provided in the Texas Tax Code and the City further desires that such unpaid fines, fees and court costs be collected as provided in Texas Code of Criminal Procedure Art. 103.0031.

The Linebarger Goggan Blair & Sampson, LLP firm is fully qualified to provide this representation, being the largest delinquent collection law firm in the State of Texas, as well as the United States and having been engaged in this specialized legal service for more than 40 years. In addition, the Linebarger Goggan Blair and Sampson, LLP firm possesses infrastructure and technology, such as call center technology, that the City does not currently possess.

Linebarger Goggan Blair & Sampson, LLP has represented the City of Kemah for the past 27 years with competence and professionalism, in the collection of delinquent property taxes.

Linebarger Goggan Blair & Sampson, LLP has represented the City of Kemah for the past 14 years with competence and professionalism, in the collection of unpaid fines, fees and court costs.

The specialized legal services required by this agreement cannot be adequately performed by the attorneys and supporting personnel of the City due to the high cost of

implementing the appropriate infrastructure and technology and employing sufficient in-house attorneys and staff with the level of experience and competence necessary to perform these activities.

For delinquent ad valorem tax collections, Linebarger will be compensated on a contingent fee basis as provided in the Texas Tax Code Sections 6.30, 33.07, 33.08, 33.11, and 33.48. These Texas Tax Code sections specifically provide for an additional penalty on delinquent taxes to compensate collection attorneys. A contract to pay inside or outside attorneys on an hourly basis would represent an additional cost to the City.

For the collection of unpaid fines, fees and court costs, Linebarger will be compensated on a contingent fee basis as provided in Texas Code of Criminal Procedure Art. 103.0031. This Article specifically provides for an additional collection fee in the amount of 30 percent in certain cases to compensate collection attorneys. A contract to pay inside or outside attorneys on an hourly basis would represent an additional cost to the City.

Entering into the proposed agreement is in the best interests of the residents of the City of Kemah because the delinquent taxes and unpaid fines, fees and court costs will be professionally and competently collected without the additional costs to the City of Kemah of implementing infrastructure and technology, and employing in-house personnel or paying outside counsel on an hourly fee basis which would otherwise be required.

### **CERTIFICATION**

This is to certify that a copy of the Notice of Meeting of the Kemah City Council meeting for July 15, 2020 was posted on the bulletin board at City Hall, 1401 Hwy 146, Kemah, Texas 77565 on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, prior to 7:00pm.

\_\_\_\_\_  
Michelle Chilcote, City Secretary

In compliance with the Americans with Disabilities Act, the City of Kemah will provide reasonable accommodations for disabled persons attending City Council Meetings. Requests should be received at least 24 hours prior to the scheduled meeting, by contacting the City Secretary's office at 281-334-1611 or 1401 Hwy 146, Kemah, Texas 77565.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

Certificate Number:  
 2020-635418

Date Filed:  
 06/23/2020

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Linebarger Goggan Blair & Sampson LLP  
 Austin, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of Kemah

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

20-  
 Contract for Collection Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

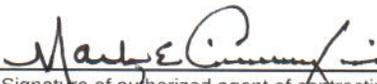
**6 UNSWORN DECLARATION**

My name is MARK E. CIAVAGLIA, and my date of birth is 12/15/1958

My address is 518 9TH AVE N (street), TEXAS CITY (city), TX (state), 77590 (zip code), USA (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in GALVESTON County, State of TEXAS, on the 27<sup>th</sup> day of JULY, 20 20  
 (month) (year)

  
 \_\_\_\_\_  
 Signature of authorized agent of contracting business entity (Declarant)

**Kemah City Council Agenda Item**

**#14 to amend the kemah growth fund to build city reserves**

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

Date requested for Council consideration: 08/19/2020

Prepared by: Isaac Saldana

Subject: to amend the kemah growth fund to build city reserves

Proceeding: Consideration and Possible Action

Originating Department: Admin

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:

**SUMMARY / ORIGINATING CAUSE**

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

**ATTACHMENTS**

Kemah Growth Fund Ordinance

ORDINANCE NO. 1158

AN ORDINANCE ESTABLISHING A 'KEMAH GROWTH FUND' AS AN ECONOMIC DEVELOPMENT TOOL FOR GRANTS OR LOANS TO GROW THE SALES TAX BASE FOR THE CITY OF KEMAH

**WHEREAS** The City Council of the City of Kemah desires to be forward-looking and prepared when attracting responsible and beneficial economic growth in Kemah, and;

**WHEREAS** the City Council of the City of Kemah has historically utilized Chapter 380 Economic Development Agreements in order to attract quality commercial growth and stimulate business and commercial activity, and;

**WHEREAS** the Shoppes at Kemah, hereinafter described as the "Shoppes", is addressed at 401 to 441 FM 518, otherwise defined as an approximately 76,000 Square Foot retail center on a tract of land consisting of approximately 11.723 acres within the City of Kemah, further described within the City of Kemah's Economic Development Incentive Agreement with Kemah Investment Partners, LLC executed on the 9<sup>th</sup> day of May, 2017, and;

**WHEREAS** the Shoppes of Kemah has proven to be a popular shopping destination in the community, and has the potential to be a catalyst for more economic development within the community;

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

- (1) A 'Kemah Growth Fund' is hereby established as a separate account to be maintained by the City of Kemah.
- (2) The 'Kemah Growth Fund' shall be designed to serve as an economic development fund for grants or loans to qualifying economic development initiatives for the purposes of growing the sales tax base, strengthening infrastructure and generally increasing the wealth of the City of Kemah.
- (3) All City-related sales tax income from the Shoppes that is designated as General Fund revenue (as opposed to KCDC revenue) shall be deposited into this separate 'Kemah Growth Fund' account until a total of \$3,000,000.00 has been collected within this account.
- (4) Once a total of \$3,000,000 in cash has been deposited from the sales tax receipts from the Shoppes of Kemah tenants to the 'Kemah Growth Fund' account, any and all future sales tax revenue, excluding the portion designated to KCDC, from the Shoppes shall revert to the City of Kemah general fund.
- (5) At the discretion of Kemah's City Council, the Kemah Growth Fund can make further grants or loans to various economic development initiatives in accordance with State law for the purposes of growing the City's tax base. Any sales tax collected from subsequent Kemah Growth Fund grantees shall be deposited back into the Kemah Growth fund until

either the Kemah Growth Fund has acquired a balance of \$3,000,000 in cash and/or credit worthy receivables or the original amount of the grant or loan provided to said grantees has been collected within the Kemah Growth Fund.

- (6) The Kemah City Council may, by record vote and at their discretion, utilize the Kemah Growth Fund for other purposes as they see fit in the best interest of the City of Kemah.

**Duly Passed and Approved on First Reading this the 3<sup>rd</sup> day of April, 2019**

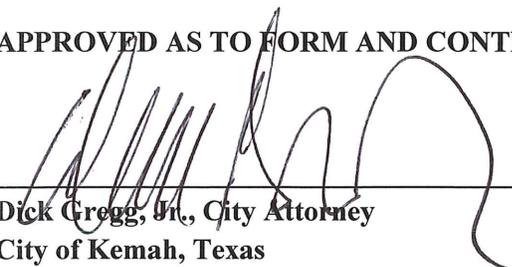
**Duly Passed and Approved on Second and Final Reading this the 17<sup>th</sup> day of April, 2019**

  
\_\_\_\_\_  
Carl A. Joiner, Mayor  
City of Kemah, Texas

**ATTEST:**

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

**APPROVED AS TO FORM AND CONTENT:**

  
\_\_\_\_\_  
Dick Gregg, Jr., City Attorney  
City of Kemah, Texas

**Kemah City Council Agenda Item  
#15 2020-2021 Marketing RFP**

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

Date requested for Council consideration: 08/19/2020

Prepared by: Robin Collins

Subject: 2020-2021 Marketing RFP

Proceeding: Discussion and Consideration and Possible Action

Originating Department: Admin

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: (Walter Gant)

**SUMMARY / ORIGINATING CAUSE**

**IMMINENT CONSEQUENCES / BENEFIT TO COMMUNITY**

**RECOMMENDATIONS**

**ATTACHMENTS**

**2020-2021 Marketing RFP draft**

**FOR IMMEDIATE RELEASE****FOR MORE INFORMATION**

Walter Gant, City Administrator  
 The City Of Kemah  
 281.334.1611

**THE CITY OF KEMAH SEEKS ADVERTISING AGENCIES  
 FOR DESTINATION MARKETING AND SOCIAL MEDIA SERVICES**

KEMAH, TX (**August 31, 2020**) – The City of Kemah is seeking proposals from companies for marketing and social media services related to the City and its “destination” appeal for 2020-2021 campaign.

The City of Kemah Request for Proposal (RFP) for Destination Marketing Services requires responses which will be evaluated based on an agency’s creative and production capabilities, destination marketing experience, research capabilities, agency/joint venture staffing capabilities, billing prices and more.

Since launching the Baycation Marketing program on a regional basis in 2019-2020 the City of Kemah has become a destination for shopping, dining, hospitality and entertainment. In 2021, the trend is expected to change due to COVID-19. The Destination Marketing **budget** will address the brand positioning as a destination to emphasize the shopping, dining, hospitality and entertainment available withing the City.

The proposal should include:

- City of Kemah marketing focus for 2021 and the Kemah Tourism marketing for 2021
- Demographics and how they have changed since COVID
- Identify and target our “new consumer” traveling by car within 300 mile radius vs by air
- Report to City Council monthly with update and restructure of focus based on ever changing trends
- Updates to city website and tourism site (**identify the platform here - wordpress vx wix, etc**)
- Robust social media campaign including, making social media posts weekly and 4 scheduled post per platform weekly
  - Facebook, Utube and Instagram (what platforms we have, etc??
  - These posts should include city events, updates, parageds, etc.
- Marketing assessment
- Design signage for two electronic billboards
- Do we want to digital analytics and reporting quarterly from these companies??**
- Coordinate with BACVB to mimic regional branding set forth in 2021  
 (**if this is passed via a council vote**)

Proposals should be submitted to Walter Gant, City Administrator, City of Kemah. Proposals must be received by no later than 4 p.m. on **Thursday, September 28, 2020** in the offices of The City of Kemah, 1401 Hwy 146, Kemah, Texas 77565-3002.

Documents may also be downloaded from The City of Kemah website, [www.Kemah-TX.gov](http://www.Kemah-TX.gov), by clicking on Bid Postings from the homepage. Or, contact Melissa Chilcote, City of Kemah

City Secretary, at 281.334.1611 or at [mchilcote@kemah-tx.com](mailto:mchilcote@kemah-tx.com).

To learn more about The City of Kemah services, please visit any one of the following social media links:

- [www.facebook.com/cityofkemahtx](https://www.facebook.com/cityofkemahtx)
- [www.facebook.com/cityofkemahtx/Visit???](https://www.facebook.com/cityofkemahtx/Visit???),
- [instagram.com/visitkemahtx](https://instagram.com/visitkemahtx)

Be sure to like and follow our social media accounts for up timely updates and information.

### **About The City Of Kemah**

Located just 30 minutes south of Houston, Texas and minutes from Hobby Airport, The City of Kemah is a destination for leisure guests, business travelers and groups of all sizes. Visitors to Kemah and residents of the community enjoy shopping, a variety of dining and live music venues, entertainment options, sailing, boating and kayaking on Galveston Bay, Kemah features many experiences for visitors to include: Fishing Tournaments, Summer Fireworks, Themed Festival, Miss Kemah Pageant, Kps and Frawfish, Christams Boat Parade and Festivities, etc. Kemah is home to more than 288 guestrooms in upscale and boutique properties.