



**COUNCIL REGULAR MEETING
AGENDA**

June 3, 2026
4:00 PM

Robin Collins - Mayor

Shelia Thorne Dustin Oliver Darren Broadus Lee Wallace Robb Rourke
Council Position 1 Council Position 2 Council Position 3 Council Position 4 Council Position 5

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

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

5. **Proclamations, Presentations, Awards, and Community Spotlight**
6. **Mayor's Comments and Announcements**

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

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

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

8. City Administrator Report

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

9. Reports from Staff

9.A. Inspection Report on City Fire Inspections City Administrator

10. Consent Agenda

10.A. To Approve the Minutes of the 05/20/26 City Council Regular Meeting City Secretary

11. Consideration and Possible Action Items

11.A. Consideration and Possible Action: To Accept a Nomination and Approve a Mayor Pro Tem City Secretary

11.B. AARP Walkability Grant Agreement City Administrator

11.C. AARP Bike-ability Grant Agreement City Administrator

11.D. Discussion and possible action regarding putting Visitor's Center out for lease Legal

11.E. Approval of creation and releasing of procurement for a hotel study of Kemah to be paid from HOT Account City Administrator

11.F. Discussion and Possible Action Regarding Establishing a Council Policy Outlining Procedures for Administrative Reassignment, Modification, or Oversight of Departmental Functions, Including Requirements for Notifying the City Council of such Changes Mayor and Council

11.G. Discussion and Possible Action to Allow the Citizens of Kemah to Vote either For or Against the Construction of a Proposed City Center Project. And Consideration of Suspending all Financial Expenditures and Staff time Committed to the Project until after the Voters decide whether or not to move Forward with the City Center Proposal Mayor and Council

12. Budget Updates and Discussion

12.A. Budget Kickoff Meeting Finance

13. Executive (Closed) Session(s)

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

15. Adjournment

Virtual Meeting Information

[Meeting Live Stream Link](#)

Certificate of Notice

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

Posting Date and Time 05/28/26 1:30 PM

Natasha Hinton

Natasha R. Hinton
City Secretary



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

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

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



Item Number

9.A

Title

Inspection Report on City Fire Inspections

Submitting Department

City Administrator

Funding Source

Not Applicable



Item Number

10.A

Title

To Approve the Minutes of the 05/20/26 City Council Regular Meeting

Submitting Department

City Secretary

Funding Source

Not Applicable

Attachments:

[MIN 05-20-26 City Council Meeting.pdf](#)

City of Kemah

**City Council & Kemah Public Facilities
Corporation**



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

**COUNCIL REGULAR MEETING
MINUTES**

May 20, 2026
4:00 PM

1. Call to Order and Certification of a Quorum

Mayor Robin Collins called the Kemah Council Meeting/Kemah Public Facilities Corporation Meeting to order at 4:00 p.m. in the Council Chambers in Kemah City Hall. Present were City Councilmembers Shelia Thorne, Dustin Oliver, and Robb Rourke. Council Members Lee Wallace and Darren Broadus were absent and there was a quorum.

1.A. Absences

City Secretary

- **Council Member Darren Broadus will be absent from this meeting and attending remotely, if possible**
- **Council Member Lee Wallace will be absent from this meeting**

2. Pledges

Mayor Collins led the pledges of allegiance to the flags.

3. Moment Of Silence

Observed

4. Invitation to Address Council

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

Name	Address	Topic
Sylvia Streater	605 Kipp	Thank you
Cheryl Gonzales	1416 Leeward	Emergency Siren

5. Proclamations, Presentations, Awards, and Community Spotlight

5.A. Proclamation Recognizing National Public Works Week – May 17–23, City Administrator 2026

6. Mayor's Comments and Announcements

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

- Welcome New Council
- Police Week
- Public Works Week
- Waterpark
- 4th of July

7. Council Members' Comments and Announcements

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

Council Member Shelia Thorne

- Thank you's
- Advise to Council

Council Member Dustin Oliver

- Welcome New Council
- Public Works

Council Member Robb Rourke

- Thank you's

8. City Administrator Report

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

9. Reports from Staff

- | | | |
|-------------|--|-----------------------------------|
| 9.A. | Monthly Reports And Sales Tax Report. | Finance |
| 9.B. | Regional Travel Impact Report for Bay Area Houston | Communications and Tourism |
| 9.C. | Building Department Staff Report | Building |
| 9.D. | POLICE DOCUMENTS | Police Department |
| 9.E. | Building Department Staff Report | Building |
| 9.F. | Staff Report- STR | Building |
| | Council Member Dustin Oliver asked for a detailed list of STR's | |
| 9.G. | 2026 OCA Report and 2025 OCA Report | Municipal Court |
| 9.H. | City Secretary Report | City Secretary |
| | Council Member Shelia Thorne requested additional information be added to the next report for PIR's. | |
| 9.I. | Announcement of the Kemah Police Department 2nd Annual Cops and Kids Camp. | Police Department |
| 9.J. | Administration Report | City Administrator |

10. Consent Agenda

- | | | |
|--------------|--|---|
| 10.A. | Clean up signers on the Texas First Bank Accounts for the City. | Finance |
| | Motion: | To Approve Items 10A-10B |
| | Made By: | Council Member Dustin Oliver |
| | Seconded By: | Council Member Robert Rourke |
| | Vote: | Motion Failed Council Member Shelia Thorne, Council Member Dustin Oliver, voting "No". |
| | Motion: | To Approve Item 10B and Pull Item 10A for Discussion |
| | Made By: | Council Member Shelia Thorne |
| | Seconded By: | Council Member Dustin Oliver |
| | Vote: | Motion Carried unanimously by all Councilmembers present. |

Motion: To Approve to remove all removals listed in the agenda attachments with the exception of Lee Wallace
Made By: Council Member Shelia Thorne
Seconded By: Council Member Robert Rourke
Vote: Motion Carried unanimously by all Councilmembers present.

10.B. To Approve the Minutes of the 05/06/26 City Council Regular Meeting City Secretary

Motion: To Approve Item 10B and Pull Item 10A for Discussion
Made By: Council Member Shelia Thorne
Seconded By: Council Member Dustin Oliver
Vote: Motion Carried unanimously by all Councilmembers present.

11. Consideration and Possible Action Items

11.A. Consideration and Possible Action to Approve Resolution 2026-23 City Administrator

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KEMAH, TEXAS,
AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE UNITED
STATES DEPARTMENT OF TRANSPORTATION FOR FUNDING UNDER THE
SAFE STREETS AND ROADS FOR ALL (SS4A) PLANNING AND
DEMONSTRATION GRANT PROGRAM**

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

12. Executive (Closed) Session(s)

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

14. Adjournment

Mayor Collins-there being no further comments, the meeting is adjourned by 4:21 PM.

Meeting End Time: 4:21 PM

Date: _____

Approved: _____
Robin Collins, Mayor

Attest: _____
Natasha Hinton, City Secretary



Item Number

11.A

Title

Consideration and Possible Action: To Accept a Nomination and Approve a Mayor Pro Tem

Submitting Department

City Secretary

Background/Recommendation

In Texas Type A general-law municipalities, the nomination and election of a mayor pro tempore are governed by the Texas Local Government Code, specifically Section 22.037. This section mandates that at the first meeting of each new governing body, or as soon as practicable thereafter, the governing body must elect one alderman to serve as president pro tempore (mayor pro tem) for a term of one year. The mayor pro tem assumes the mayor's duties in the event of the mayor's failure, inability, or refusal to act.

Funding Source

Not Applicable



Item Number

11.B

Title

AARP Walkability Grant Agreement

Submitting Department

City Administrator

Background/Recommendation

We applied to this grant in February of 2026 as part of several applications submitted following bringing these grant opportunities to Council seeking approval to apply. This grant is for \$2,500 and requires no match. It's scope is to seek the walkability of sectors of our city. Volunteer efforts will be sought to complete this internal study.

Funding Source

Not Applicable

Attachments:

[TX_City of Kemah_35369 - AARP Walkability Audit Agreement.docx](#)

May 8, 2026

AARP Community Challenge Microgrant Agreement

This AARP Community Challenge Microgrant Agreement (“Agreement”) serves as an agreement between **AARP**, a social welfare organization located at 601 E Street NW, Washington, DC 20049, and **City of Kemah, a municipality**, located at **1401 N Hwy 146, Kemah, Texas 77565** (“Organization”).

Whereas, AARP wishes to grant Organization funding for the purposes set forth herein, and Organization wishes to perform the grant activities described herein. Therefore, in consideration of the mutual promises and advantages to the parties (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows.

1. **Agreement Contacts.** The AARP contact person for this Agreement is Mike Watson, and the Organization contact person is Cesar Garcia.
2. **Funding.** AARP shall provide Organization with a one-time payment of grant funding in the amount of **\$2,500.00** (“Grant Funds”). Grant Funds will not be distributed under this Agreement until the Agreement is fully executed by both parties and AARP has received the signed Agreement from Organization.
3. **50+ Focus.** Organization will use the Grant Funds to improve the local community with a focus on the needs of people age 50+ through the execution of the Grant Activities (defined below).
4. **Project Timeline and Reporting Requirements.** Organization will perform the Grant Activities described herein between the date of execution of this Agreement and **December 15, 2026, at 11:59 p.m.** (“Grant Period”). Organization agrees to submit to AARP a completed financial and programmatic after-action report (“AAR”), the generic form of which will be provided by AARP and is incorporated herein by reference, on or before **December 31, 2026** (“AAR Deadline”). The completed AAR will detail all progress or achievement of the Grant Activities described herein and must include a description of Grant Activity outputs and outcomes. It may include personal stories from residents who have benefited from the community improvements, which AARP and its third-party funders may publicize and distribute without limitation. The AAR may also include an itemized listing of any and all expenditures and drawdowns of the Grant Funds made during the Grant Period. Organization will submit the AAR with visuals (photos and/or video). Organization agrees that the submission of the AAR at the conclusion of the project is required by the AAR Deadline and failure to submit the AAR will result in the removal from the AARP website until the time of submission, and non-completion will disqualify an applicant from future AARP Community Challenge grant programs.
5. **Material License.** Organization grants to AARP the right and license to use, edit, reproduce, distribute, publicly display, publicly perform, and/or make derivative works of any content, media or other materials (collectively, “Material”) provided by Organization to AARP. Such Material may be used in whole or in part, alone or together with other content, media or other materials, and in any form or on any platform. The rights granted to AARP in this term shall be irrevocable, perpetual, royalty-free and worldwide. Organization will not have any right of approval or receive any compensation as a result of AARP’s use of the Material.
6. **Privacy.** Organization will obtain a signed release from each identifiable individual captured in any photo and/or video taken or otherwise acquired by Organization and will submit such releases to AARP upon request. If Grant Activities involve any other data collection (including surveys), Organization will inform participants that Organization is not collecting data on AARP’s behalf or sharing it with AARP. Further, as part of any data collection activities Organization engages in hereunder, Organization agrees not to ask participants whether they are a member of AARP or an individual interested in AARP.

7. **Scope of Grant and Anticipated Activities to Be Funded.** Organization shall use the Grant Funds to undertake the following activities in Kemah, Texas during the Grant Period and achieve the following deliverables (collectively “Grant Activities”):
- A. **Walk Audits.** Implement walk audit assessments to enhance safety and walkability in communities (especially for people age 50+) informed by the AARP Walk Audit Tool Kit (available at <https://www.aarp.org/livable-communities/getting-around/aarp-walk-audit-tool-kit.html>) and with support from America Walks, a nonprofit organization focused on walkability for all communities. A “Walk Audit” is an activity in which participants observe and evaluate the walkability of a location to identify and document if and how pedestrians can safely travel along a street, navigate an intersection, and get from one point to another.
- i. Organization will host Walk Audits of twenty-four (24) blocks, ten (10) intersections, or two (2) paths, especially in areas where older residents are at particular risk.
8. **Grant Activity Related Content and Representations and Warranties.** Organization agrees that the Grant Activities and all materials created and distributed in connection with the Grant Activities will be nonpartisan, will not be in support of or opposition to any political candidate, and will not promote a for-profit, a product or for-profit service. Organization represents and warrants that such materials will not contain any matter that is defamatory, unlawful, or in any way infringes, invades, or violates any right of any person or entity, including privacy, publicity, copyright, and trademark.
9. **Term and Termination.** The effective date of this Agreement will be the date of execution, and the Agreement shall automatically terminate on **December 31, 2026** (“Term”). The Agreement may be terminated by AARP at any time and for any reason upon written notification to Organization. In such event, Organization shall return all unexpended portions of the paid Grant Funds to AARP with receipts and other documentation to substantiate the returned amount within forty-five (45) days of written receipt of early termination from AARP, and AARP shall have no further obligation to provide Organization with any Grant Funds.
10. **Insurance.** Organization is responsible for all Grant Activities performed under this Agreement. Organization will maintain insurance coverage sufficient to cover the activities, risks, and potential omissions of the Grant Activities in accordance with generally accepted industry standards and as required by law. Organization will also ensure contractors, agents, subcontractors, and providers of services maintain insurance coverage consistent with this section.
11. **Warranties.** Each party hereby represents and warrants that the content, media and other material (including Material as defined in Section 5) used or provided as part of the Agreement will comply with all applicable laws and regulations and will not contain any matter which is defamatory, unlawful, or which in any way infringes, invades, or violates any right of any person or entity, including privacy, publicity, copyright, and trademark. If necessary, Organization shall enter into written agreements and obtain written releases from third parties in order to ensure that any materials produced by the Organization hereunder can be used by AARP as contemplated herein.
12. **Indemnification.** To the extent allowable by applicable law, each party (the “Indemnifying Party”) shall defend, indemnify, and hold harmless the other party, its affiliates, and their respective partners, officers, employees, directors, agents, and representatives (each of whom is an “Indemnified Party”) against all liability, loss, suits, penalties, claims or actions, including any costs, damages, expenses (including attorneys’ fees and court costs), judgments, settlements or other liabilities, of every name and description brought by a third party in connection with the performance of this Agreement by the Indemnifying Party, including any claim that the content, media, materials, activities, services, or work product of the Indemnifying Party infringe or violate the intellectual property or other rights of third parties, except to the extent caused by the

gross negligence or willful misconduct of the Indemnified Party. The termination or expiration of this Agreement will not affect the continuing obligations under this provision.

- 13. **Trademark Use.** Organization agrees that it will acknowledge AARP funding support of its Grant Activities using AARP-provided branding and language and in compliance with the Community Challenge Promotional Toolkit provided by AARP, which is incorporated herein by reference. AARP grants Organization the nonexclusive right to use its name and logo at no cost only in connection with the Grant Activities and in compliance with the Community Challenge Promotional Toolkit provided by AARP. In connection with the Grant Activities and AARP’s promotion thereof, Organization grants AARP the nonexclusive right to use its name and logo at no cost in connection with the Grant Activities mentioned above. All trademark licensee grants under this section are non-transferable and Organization shall not create any new use of the AARP trademark upon expiration or termination of this Agreement.
- 14. **No Collection of AARP Member Data.** At no time shall Organization collect or maintain any information from individuals involved in the Grant Activities that shall directly or indirectly identify such individuals as AARP members, member-prospects, or individuals interested in AARP.
- 15. **General Terms.** This Agreement represents the entire Agreement between Organization and AARP, and can only be amended in writing with a document signed by both parties. If there are any conflicts between any forms or documents exchanged by the parties, the terms and conditions of this Agreement will control. The parties agree that this Agreement will be governed by the Laws of the District of Columbia without regard to District of Columbia conflict of laws statutes/rules. If any portion of this Agreement is declared illegal, void or otherwise unenforceable, the remaining provisions will not be affected, but will remain in full force and effect.

The parties agree that electronic and/or digital signatures are valid and enforceable. If the above correctly reflects your understanding, please sign below and return a signed copy to the AARP contact person shown in Section 1.

Sincerely,



Date: May 8, 2026

Mike Watson, Director, Livable Communities, AARP

ACCEPTED AND AGREED TO ON BEHALF OF ORGANIZATION

Signature: _____ Date: _____

Printed Name and Title: _____



Item Number

11.C

Title

AARP Bike-ability Grant Agreement

Submitting Department

City Administrator

Background/Recommendation

We applied to this grant in February of 2026 as part of several applications submitted following bringing these grant opportunities to Council seeking approval to apply. This grant is for \$2,500 and requires no match. Its scope is to seek the bike ability of sectors of our city. Volunteer efforts will be sought to complete this internal study.

Funding Source

Not Applicable

Attachments:

[TX_City of Kemah_35369 - AARP Bike-ability Audit Agreement.docx](#)

May 8, 2026

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2. **Funding.** AARP shall provide Organization with a one-time payment of grant funding in the amount of **\$2,500.00** (“Grant Funds”). Grant Funds will not be distributed under this Agreement until the Agreement is fully executed by both parties and AARP has received the signed Agreement from Organization.
3. **50+ Focus.** Organization will use the Grant Funds to improve the local community with a focus on the needs of people age 50+ through the execution of the Grant Activities (defined below).
4. **Project Timeline and Reporting Requirements.** Organization will perform the Grant Activities described herein between the date of execution of this Agreement and **December 15, 2026, at 11:59 p.m.** (“Grant Period”). Organization agrees to submit to AARP a completed financial and programmatic after-action report (“AAR”), the generic form of which will be provided by AARP and is incorporated herein by reference, on or before **December 31, 2026** (“AAR Deadline”). The completed AAR will detail all progress or achievement of the Grant Activities described herein and must include a description of Grant Activity outputs and outcomes. It may include personal stories from residents who have benefited from the community improvements, which AARP and its third-party funders may publicize and distribute without limitation. The AAR may also include an itemized listing of any and all expenditures and drawdowns of the Grant Funds made during the Grant Period. Organization will submit the AAR with visuals (photos and/or video). Organization agrees that the submission of the AAR at the conclusion of the project is required by the AAR Deadline and failure to submit the AAR will result in the removal from the AARP website until the time of submission, and non-completion will disqualify an applicant from future AARP Community Challenge grant programs.
5. **Material License.** Organization grants to AARP the right and license to use, edit, reproduce, distribute, publicly display, publicly perform, and/or make derivative works of any content, media or other materials (collectively, “Material”) provided by Organization to AARP. Such Material may be used in whole or in part, alone or together with other content, media or other materials, and in any form or on any platform. The rights granted to AARP in this term shall be irrevocable, perpetual, royalty-free and worldwide. Organization will not have any right of approval or receive any compensation as a result of AARP’s use of the Material.
6. **Privacy.** Organization will obtain a signed release from each identifiable individual captured in any photo and/or video taken or otherwise acquired by Organization and will submit such releases to AARP upon request. If Grant Activities involve any other data collection (including surveys), Organization will inform participants that Organization is not collecting data on AARP’s behalf or sharing it with AARP. Further, as part of any data collection activities Organization engages in hereunder, Organization agrees not to ask participants whether they are a member of AARP or an individual interested in AARP.

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- A. **Bike Audits.** Implement bike assessments to enhance safety and bikeability in communities (especially for people age 50+) informed by the AARP Bike Audit Tool Kit (available at <https://www.aarp.org/livable-communities/getting-around/aarp-bike-audit-tool-kit/>) and with support from League of American Bicyclists, a nonprofit organization focused safer roads for everyone. A “Bike Audit” is an activity in which participants observe and evaluate the “bikeability” of a location to identify and document if and how cyclists can safely travel along a street, navigate an intersection, and get from one point to another.
- i. Organization will host Bike Audits of 30 blocks, 10 intersections, and 2 paths, especially in areas where older residents are at particular risk.
8. **Grant Activity Related Content and Representations and Warranties.** Organization agrees that the Grant Activities and all materials created and distributed in connection with the Grant Activities will be nonpartisan, will not be in support of or opposition to any political candidate, and will not promote a for-profit, a product or for-profit service. Organization represents and warrants that such materials will not contain any matter that is defamatory, unlawful, or in any way infringes, invades, or violates any right of any person or entity, including privacy, publicity, copyright, and trademark.
9. **Term and Termination.** The effective date of this Agreement will be the date of execution, and the Agreement shall automatically terminate on **December 31, 2026** (“Term”). The Agreement may be terminated by AARP at any time and for any reason upon written notification to Organization. In such event, Organization shall return all unexpended portions of the paid Grant Funds to AARP with receipts and other documentation to substantiate the returned amount within forty-five (45) days of written receipt of early termination from AARP, and AARP shall have no further obligation to provide Organization with any Grant Funds.
10. **Insurance.** Organization is responsible for all Grant Activities performed under this Agreement. Organization will maintain insurance coverage sufficient to cover the activities, risks, and potential omissions of the Grant Activities in accordance with generally accepted industry standards and as required by law. Organization will also ensure contractors, agents, subcontractors, and providers of services maintain insurance coverage consistent with this section.
11. **Warranties.** Each party hereby represents and warrants that the content, media and other material (including Material as defined in Section 5) used or provided as part of the Agreement will comply with all applicable laws and regulations and will not contain any matter which is defamatory, unlawful, or which in any way infringes, invades, or violates any right of any person or entity, including privacy, publicity, copyright, and trademark. If necessary, Organization shall enter into written agreements and obtain written releases from third parties in order to ensure that any materials produced by the Organization hereunder can be used by AARP as contemplated herein.
12. **Indemnification.** To the extent allowable by applicable law, each party (the “Indemnifying Party”) shall defend, indemnify, and hold harmless the other party, its affiliates, and their respective partners, officers, employees, directors, agents, and representatives (each of whom is an “Indemnified Party”) against all liability, loss, suits, penalties, claims or actions, including any costs, damages, expenses (including attorneys’ fees and court costs), judgments, settlements or other liabilities, of every name and description brought by a third party in connection with the performance of this Agreement by the Indemnifying Party, including any claim that the content, media, materials, activities, services, or work product of the Indemnifying Party infringe or violate the intellectual property or other rights of third parties, except to the extent caused by the

gross negligence or willful misconduct of the Indemnified Party. The termination or expiration of this Agreement will not affect the continuing obligations under this provision.

- 13. **Trademark Use.** Organization agrees that it will acknowledge AARP funding support of its Grant Activities using AARP-provided branding and language and in compliance with the Community Challenge Promotional Toolkit provided by AARP, which is incorporated herein by reference. AARP grants Organization the nonexclusive right to use its name and logo at no cost only in connection with the Grant Activities and in compliance with the Community Challenge Promotional Toolkit provided by AARP. In connection with the Grant Activities and AARP’s promotion thereof, Organization grants AARP the nonexclusive right to use its name and logo at no cost in connection with the Grant Activities mentioned above. All trademark licensee grants under this section are non-transferable and Organization shall not create any new use of the AARP trademark upon expiration or termination of this Agreement.
- 14. **No Collection of AARP Member Data.** At no time shall Organization collect or maintain any information from individuals involved in the Grant Activities that shall directly or indirectly identify such individuals as AARP members, member-prospects, or individuals interested in AARP.
- 15. **General Terms.** This Agreement represents the entire Agreement between Organization and AARP, and can only be amended in writing with a document signed by both parties. If there are any conflicts between any forms or documents exchanged by the parties, the terms and conditions of this Agreement will control. The parties agree that this Agreement will be governed by the Laws of the District of Columbia without regard to District of Columbia conflict of laws statutes/rules. If any portion of this Agreement is declared illegal, void or otherwise unenforceable, the remaining provisions will not be affected, but will remain in full force and effect.

The parties agree that electronic and/or digital signatures are valid and enforceable. If the above correctly reflects your understanding, please sign below and return a signed copy to the AARP contact person shown in Section 1.

Sincerely,



Date: May 8, 2026

Mike Watson, Director, Livable Communities, AARP

ACCEPTED AND AGREED TO ON BEHALF OF ORGANIZATION

Signature: _____ Date: _____

Printed Name and Title: _____



Item Number

11.D

Title

Discussion and possible action regarding putting Visitor's Center out for lease

Submitting Department

Legal

Funding Source

Not Applicable



Item Number

11.E

Title

Approval of creation and releasing of procurement for a hotel study of Kemah to be paid from HOT Account

Submitting Department

City Administrator

Background/Recommendation

In an effort to have accurate information for potential and appropriate hoteliers, we are in need of a study that evaluate the needs of the city. We plan on working with local hotel associations for reference towards this possible study.

Funding Source

Funds are available from Account #



Item Number

11.F

Title

Discussion and Possible Action Regarding Establishing a Council Policy Outlining Procedures for Administrative Reassignment, Modification, or Oversight of Departmental Functions, Including Requirements for Notifying the City Council of such Changes

Submitting Department

Mayor and Council

Background/Recommendation

Standard Municipal Governance Practices:

Major Changes to departmental structure or functional control should not occur without City Council awareness and oversight because the Council is responsible for policy, budget authority and accountability to the public, State and Federal laws.

Texas Local Government Code 23.051 - The governing body of the municipality may appoint officers, other than the mayor, alderman, or marshal, as necessary to carry out the municipality's functions under the code.

International City/County Management Association (ICMA) best practices

The separation of powers ensures that elected officials nor professional staff act unilaterally.

This policy simply ensures the Council is notified before Major changes occur. It does not restrict the day-to-day administrative management of any given department. The policy ensures that Council is aware of structural changes that increase liability i.e. risk management

Funding Source

Not Applicable



Item Number

11.G

Title

Discussion and Possible Action to Allow the Citizens of Kemah to Vote either For or Against the Construction of a Proposed City Center Project. And Consideration of Suspending all Financial Expenditures and Staff time Committed to the Project until after the Voters decide whether or not to move Forward with the City Center Proposal

Submitting Department

Mayor and Council

Funding Source

Not Applicable



Item Number

12.A

Title

Budget Kickoff Meeting

Submitting Department

Finance

Background/Recommendation

Annual process to create an Annual Budget. If schedule allows, we may move up the schedule to have first reading the second meeting of August with the final reading the first meeting of September. This will be subject to finishing the entire process in time to properly change the dates and alignment with all applicable groups involved to include posting requirements, etc. Proper notification would be provided publicly should this change occur.

Funding Source

Not Applicable

Attachments:

[Budget Calendar 2026-2027.docx](#)



Budget Calendar (2026-2027 Fiscal Year)

Dates are subject to change

- May 11th – Send out Email asking for each department’s CIP for the upcoming Fiscal Year. Deadline is June 1st.
- June 1st – Compile department’s CIP request for the next fiscal year.
- June 3rd – Budget Kick Off Workshop. Go over Budget Calendar and get Council vision for the upcoming fiscal year.
- June 17th – Budget Workshop. Go over CIP requests from departments.
- July 1st – Budget Workshop.
- July 10th – TNT information due to GCTO.
- July 15rd – Budget Workshop.
- July 27th – Get certified tax roll from the county.
- August 1st - 6th – Submit completed No New Revenue & Voter Approval Tax Rate Form to County and Council. Post calculate no new revenue tax rate and voter approval rates on city’s website.
- August 5th – Budget Workshop
- August 11th- 17th – Submit Proposed Budget to Council and City Secretary. Must be submitted 30 days prior to adopting the tax rate. Publish notice of Budget Hearing and Tax Rate Hearing in newspaper and online.
- August 19th – City Council Meeting
- Sept 2nd – City Council Meeting Present Proposed budget, Public hearing on tax rate & budget. Record vote on proposed tax rate. Must put notice of Tax Rate Hearing on the internet and TV for seven days continuously.
- Sept 16th - City Council Meeting adopt budget and tax rate by record vote.