



CITY OF JAMAICA BEACH

16628 San Luis Pass Road
5264 Jamaica Beach
Jamaica Beach, Texas 77554
PH (409) 737-1142 FAX (409) 737-5211
www.jamaicabeachtx.gov



The City Council of the City of Jamaica Beach, Texas, will conduct a **Regular Meeting** scheduled at **6:00 pm on Thursday, December 14th, 2023**, in the City Hall Council Chambers located at 16628 San Luis Pass Road.

To participate remotely:

- Dial **(469) 998-7466 (New Dial In Number)**
- Enter Pin **174 113 243#** and wait to be allowed into the meeting. **(PIN Number Updated Every Meeting)**
- To participate **remotely** in Public Comments, you must sign up by 2:00pm on the day of the meeting. See page 4 for instructions.

1) **CALL TO ORDER AND ROLL CALL OF MEMBERS**

2) **PLEDGE OF ALLEGIANCE TO THE U.S. AND TEXAS FLAGS**

3) **INVOCATION, DONNA WLLIAMS, JBPD CHAPLAIN**

4) **SPECIAL PRESENTATION**

1. None

5) **PUBLIC COMMENT**

Members of the public are invited to give comments. Anyone will be allowed to speak on any subject other than personnel matters or matters under litigation, for a length of time not to exceed three minutes. No Council / Board discussion or action can take place on non-agenda items until such items are placed on an agenda and posted in accordance with law. (GC, 551.042.)

6) **ANNOUNCEMENTS**

1. Special Olympics Polar Plunge – January 6, 2024

7) **REPORTS FROM DIRECTORS, POLICE, AND FIRE**

1. Chief of Police Garivey – Attached
2. Director of Operations Quintero – Attached
3. Fire Chief Baden – None

8) **CONSENT AGENDA AND APPROVAL OF MINUTES**

The following items are considered routine by the City Council and will be enacted by one motion. There will only be a separate discussion on these items if a council member requests and then the item will be removed from the general order of business and considered in its typical sequence on the agenda.

1. Approval of minutes from the Regular City Council meeting on 11-16-2023.

9) COMMENTS / REPORTS FROM MEMBERS OF COUNCIL

10) NEW BUSINESS

1. Discussion, consideration, and take action to approve Ordinance 2023-15. The three options include:
 - A. Take No Action (Do not amend Ordinance 2023-11). The owner shall grant permission to the City with ten (10) days written notice to perform an on-site inspection of the short-term rental to determine accuracy of the Short-Term Rental Application information or if there has been a written complaint to the City from occupants about the safety of the Short Term Rental.
 - B. Approve amendment as follows:
Change ten (10) days written notice to 30 days written notice.
 - C. Approve amendment as follows:
Eliminate paragraph 14 on Page 4 to eliminate the on-site inspection.

2. Discussion, consideration, and take action to approve Ordinance 2023-16. The three options include:
 - A. Take No Action (Do not amend Ordinance 2023-11). The maximum occupancy shall remain two (2) persons per qualified bedrooms, plus two (2) additional persons.
 - B. Approve occupancy as follows:
The Maximum Occupancy shall be whichever is less: Either A) Two (2) persons per qualified bedroom, plus four (4) additional persons OR B) Galveston County Appraisal District Living Area square footage divided by 150 square feet, rounded up.
 - C. Approve occupancy as follows:
The Maximum Occupancy shall be two (2) persons per qualified bedroom, plus four (4) additional persons.

3. Discussion, consideration, and take action to approve the City Administrator Employment Agreement with Kendal Francis.

11) MAYOR'S REPORT

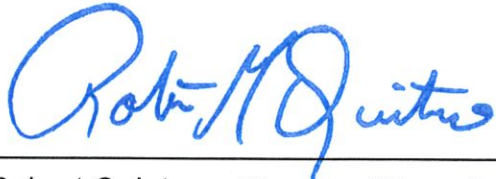
12) EXECUTIVE SESSION

The City Council may convene a public meeting and then recess into closed executive session, to discuss any of the items listed on this agenda, if necessary, and if authorized under chapter 551 of the Texas Government Code. Situations in which a closed executive session may be authorized by law include, without limitation; (1) consulting with the Council's attorney to seek or receive legal advice concerning pending or contemplated litigation, a settlement offer, or any other matter in which the ethical duty of the attorney to the Council clearly conflicts with the general requirement that all meetings be open, §551.071; (2) discussing the purchase, exchange, lease, or value of real property, §551.072; (3) discussing a prospective gift or donation, §551.073; (4) discussing certain personnel matters, §551.074; and (5) discussing security personnel or devices, §551.076.

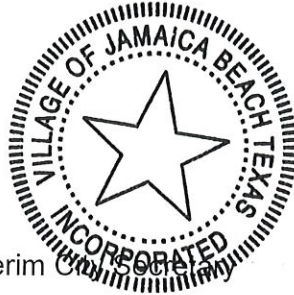
13) ADJOURN

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of a Meeting was posted on the bulletin board at City Hall, 16628 San Luis Pass Road, a place convenient and readily accessible to the general public at all times, and said Notice was posted on the following date and time: December 11, 2023, at 6:00 pm and remained so posted continuously for at least 72 hours before said meeting was convened.



Robert Quintero - Director of Operations / Interim City Secretary



The City Hall is wheelchair accessible and accessible parking spaces are available. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the City Secretary's Office at 409-737-1142, by fax at 409-737-5211, or by email at cityadmin@jamaicabeachtx.gov. Requests should be made at least 48 hours prior to the meeting. This agenda is posted on the city's web site at www.jamaicabeachtx.gov.

CITY OF JAMAICA BEACH

Remote Attendance - City Council Meetings

FACEBOOK LIVE VIDEO STREAM - VIEW AND LISTEN - YOU WILL NOT BE ABLE TO SPEAK.

- The City of Jamaica Beach City Council meetings are live streamed on Facebook using the “City of Jamaica Beach, Texas – Local Government” Facebook Group.
- Navigate to the Facebook Group at meeting start time to view the Facebook Live video in real-time.
- You will be able to watch and listen to the video of the meeting.
- You will not be able to speak or participate.
- You can utilize comments to report technical issues.
- Other comments will not be addressed during the meeting.

CALL IN OPTIONS

A. AUDIO ONLY - LISTEN ONLY - YOU WILL NOT BE ABLE TO SPEAK

- Call into the meeting (469) 998-7466 and enter the PIN listed in the Agenda.
- All participants will be disabled and muted.
- We will not acknowledge participants who raise their hand.

B. REMOTE CITIZEN COMMENT - SIGN UP BY 2:00PM THE DAY OF THE MEETING

- Complete the Citizen Comment form (found on City of Jamaica Beach website) by 2:00pm on the day of the meeting.
- Call into the meeting (469) 998-7466 and enter the PIN listed in the Agenda.
 - ✓ You must call in from the phone number entered on your Citizen Comment form.
- Citizens who sign up to speak remotely will be muted except during their three-minute Citizen Comment.
- Citizens will be called on for Public Comment by alternating between citizens attending in person with those who signed up to participate remotely.
- When it's your turn:
 - ✓ Your name will be called.
 - ✓ The phone number listed on your Citizen Comment form will be enabled.
 - ✓ You must unmute your phone by pressing *6 (Star 6).
 - ✓ Your phone line will be unmuted for three minutes.
 - ✓ Please state your name, address, subject on which you wish to speak followed by your comments.
 - ✓ After three minutes your audio will be disabled and muted.
 - ✓ If you are watching Facebook Live, please mute it to avoid feedback during your public comment.



Jamaica Beach Police Department

Chief Raymond Garivey Jr.

16628 San Luis Pass Road (physical)

5264 Jamaica Beach (mailing)

Jamaica Beach, Texas 77554

Office (409) 737-1142 / Fax (409) 974-4307

RGarivey@jamaicabeachtx.gov



To: Mayor and Council

During the Month of November officers responded to 114 calls for service. Included are calls where we assisted the Galveston Police Department as back up units. Those calls include all crime related calls, calls for citizen assistance, Animal Control calls, citizen contacts and traffic stops. Officers issued 137 citations and six arrests were made.

We also conducted routine business checks, residential checks (special watches), beach checks, and checks of the marina.

Significant Incidents:

On 11/01/23 at approximately 1:20pm, officer(s) responded to a minor accident in the 4200 block of W Bayside Way involving a black Dodge truck and black Audi. An accident report was completed.

On 11/05/23, at approximately 2:35am, officer(s) initiated a traffic stop on a white BMW 4-door in the 16800 block of FM 3005. After making contact it was discovered that the driver was operating a motor vehicle without a driver's license. The driver was arrested for not having a driver's license and transported to the Galveston County Jail where he was booked and confined without incident.

On 11/05/23, at approximately 2:00pm, officer(s) on-viewed smoke coming from a house and discovered a house in the 16700 block of Flamingo Way was fully engulfed. Our fire department, along with the Galveston Fire Department arrived on scene and were able to put the fire out. Two houses on each side of the house also sustained damage because of the fire. Sadly, the body of a 72-year-old man who was visiting this bay house, was found in the rubble. An investigation into the cause of the fire is being conducted by Fire Chief Kyle Baden.

On 11/19/23 at approximately 5:45pm, officer(s) initiated a traffic stop on a white Chevrolet Malibu 4-door in the 16400 FM 3005. A wanted check on the driver revealed that she had confirmed traffic warrants out of the Galveston Police Department. The subject was arrested and transported to the Galveston County Jail where she was booked and confined without incident.

On 11/23/23 at approximately 8:41pm, officer(s) conducted a traffic stop in the 4700 block of Bob Smith Drive on a red Nissan Altima. The vehicle was occupied by two people. A wanted check revealed that the driver had a confirmed warrant out of the Fort Bend County Sheriffs Office for the charge of DWI. The driver was arrested and transported to the Galveston County Jail where she was booked and confined without incident. The passenger was released without charge.

Community Events:

Every year we partner up with the Galveston Police Departments Blue Santa Toy Program to collect toys for kids in need during the Christmas Holidays. Please join us in dropping off unwrapped toys here at city hall.

The Sark Family and several volunteers hosted a Poker Run event with proceeds benefitting the Blue Santa Toy Program. It was an amazing turnout with over 80 people in attendance. We appreciate the continued support from our wonderful community.

We participated with the NLPOA Organization to give out turkey meals and groceries to several families in the Houston area.

We teamed up with the West Galveston Beach Lions Club to deliver pizzas to students at Kofeldt Elementary who excelled in the classroom. We are so proud of those students.

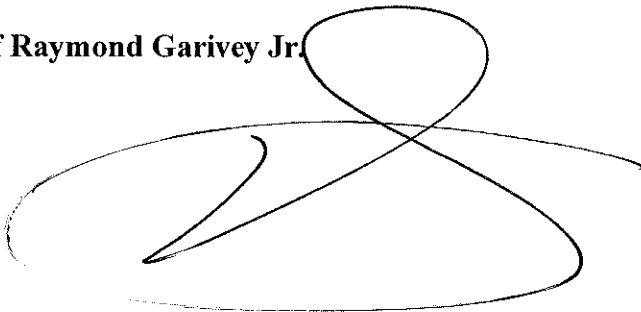
We continue to be active in our community, meeting and greeting folks we meet out in the community or on the beach. We enjoy going above and beyond in protecting and serving our Jamaica Beach community.

Open Positions:

We swore in a new Reserve Officer Glendon Arnold to the Jamaica Beach Police Family. Please welcome Officer Arnold when you see him.

We still have Reserve Officer positions available.

Chief Raymond Garivey Jr

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.



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Director of Operations/Interim City Secretary Report

December 2023

- I met with Creig Romero, on Dune Crossover placements.
- I placed the bid process on the TIPS Co-op. This is the first time we have used this service, and I have been pleasantly pleased so far.
- I have written to TDEM to request a change in the scope of services on the dune crossovers. Originally, we were supposed to rebuild five crossovers. Due to escalation in building products, the amount awarded to the city will only allow us to build two crossovers.
- We had the Water Project Water Phase 5 Pre-Construction Meeting. Work on the project will begin on January 8, 2024.
- The Zoning Board of Adjustments met to discuss and consider an application from Bellville Development Co for a variance for the property located at 4621 Jolly Roger.
- Attended the monthly training sponsored by Moore Engineering in League City. This month's meeting was on Municipal Mapping. Next in January
- We had a leak from the urinal in the PD/FD men's bathroom, it was immediately repaired.
- I met with Yho-Meka Conway with FEMA on flood plain insurance.
- Due to the inclement weather the last week in November, we had to move sane from the street in Beachcomber back to the beach.
- We are working on the permits for the beach nourishment project.

Respectfully submitted,

Robert M. Quintero



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CITY COUNCIL REGULAR MEETING MINUTES

November 16, 2023
6:00 P.M.

CALL TO ORDER AND ROLL CALL OF MEMBERS:

Mayor Sharon Bower called the meeting to order at 6:00 pm

The following Council Members were present:

*Mayor Sharon Bower
Mayor Pro Tem Gil Madray
Alderman Sherwood Green
Alderwoman Lorraine Jones
Alderman Russell Rupertus
Alderman David Welch*

The following staff were present:

*Director of Operations – Robert Quintero
Police Chief – Raymond Garivey
Finance Clerk - Ester Abrego
Water Clerk – Tina Sifuentes
Building/STR Clerk – Bailey Clement*

RECONVENE: *Mayor Bower reconvened the meeting at 6:10 pm*

PLEDGE OF ALLEGIANCE TO THE U.S. AND TEXAS FLAGS

SPECIAL PRESENTATION:

- 1. Korean Veteran Appreciation** – Medals presented to Bobby Crow and Mel Corolla
- 2. Proclamation Recognizing November 9, 2023, as “Korean War Veterans Appreciation Day”**

ANNOUNCEMENTS:

Mayor Sharon Bower stated that the Annual City Christmas party will be held at the City Park on December 2 from 3:00 pm – 5:00 pm. The Golf Cart Parade will depart at 5:30 pm, with the line-up at City Park at 5:15 pm. The Boat Parade will depart at 7:00 pm, with the line-up at the marina at 6:45 pm. Awards for first place and runner up. Santa and Ms. Claus are getting ready. Chief Garivey thanked everyone involved in the Poker Run for Blue Santa, which raised \$1,000.

PUBLIC COMMENTS:

- **Bob Friedman** asked about the beach nourishment project and asked for the plan for the Beachcomber Drive section. Mayor Bower asked Robert Quintero to set up a meeting to discuss.
- **Zachary Strickland** spoke on the short-term rental ordinance. He supports a maximum occupancy of two persons per bedroom plus four additional persons.

- **Brandon McDermott** spoke on the short-term rental ordinance. He supports a maximum occupancy limit of two persons per bedroom plus two additional persons.
- **Jeff Wright** spoke against the short-term rental ordinance. He believes it is unconstitutional.
- **Mark Sloan** spoke on the short-term rental ordinance. He supports a maximum occupancy of two persons per bedroom plus four additional persons.
- **Jaime Flores** spoke on the short-term rental ordinance. He stated that STRs and full-time residents should follow the same rules.
- **Marina Wright** spoke on the short-term rental ordinance. She commented that STRs and full-time residents should follow the same rules. She is concerned about considerations of fire code that applies to STRs and not residents.
- **Al Ayers** spoke on fire safety of STRs. He requested that a fire code inspection should occur for short-term rental properties.
- **Paul Salvo** spoke on the short-term rental ordinance. He supports a maximum occupancy of two persons per bedroom plus four additional persons.
- **Aaron Renick** spoke on the short-term rental ordinance. He supports no changes to the short-term rental ordinance.
- **Betty Montgomery** spoke against the short-term rental ordinance. She would like to see the current city ordinances enforced.
- **Robin Harris** spoke on the short-term rental ordinance. He requested current STR owners be grandfathered in at two persons per bedroom plus four additional persons and apply the new STR ordinance of two persons per bedroom plus two additional persons to new STRS.
- **Amy Whitlow** spoke on the short-term rental ordinance. She stated that the new ordinance is not constitutional. The city needs to enforce the current ordinances. She is against any occupancy limit.
- **Genevieve Kelly** spoke on the short-term rental ordinance. She is a short-term rental owner and applauds the City Council for the work on the ordinance. She would like to see the beach managed to reduce crowds and trash.
- **Cindy Young** spoke on the short-term rental ordinance. Disappointed that the City Council passed the ordinance. The city needs to enforce the current ordinances. She is against the sign outside of the house and having to place the certificate on the back of the front door when it is glass. She is against allowing the city inside the STR and an occupancy limit. Also, occupancy does not consider infants and children.
- **Tom Prodan** spoke on the short-term rental ordinance. He is against the maximum occupancy limit and the sign outside of the house. The city should enforce current ordinances. He thinks there should be exceptions for increasing maximum occupancy.
- **Susie Knapp** spoke on the short-term rental ordinance. She is against the maximum occupancy limit, the sign outside the house and allowing inspections inside the house when she has renters present.
- **Marisol Flores** spoke on the short-term rental ordinance. She believes it is unconstitutional and referred the City Council to the letter from the attorney.
- **John Knapp** spoke on the short-term rental ordinance. He is against the sign outside of the house. He supports a maximum occupancy of two persons per bedroom plus four additional persons. He is against an inspection while renters are present.
- **Andrea Spiering** spoke on the short-term rental ordinance. She stated that the ordinance was passed too quickly. The City Council should have considered changes before passage. Existing ordinances should be enforced. Non-registered STRs should be addressed. She requested that children be considered separately from adults for occupancy. She asked how STR registration fees will be used. She asked for the City Council to communicate the amount of HOT tax funds collected and how they are being used.
- **Tracy Hird** spoke on the short-term rental ordinance. She is against the maximum occupancy limit. She would like the City to help STR owners communicate city ordinances to renters.
- **Jerry Montgomery** spoke on the short-term rental ordinance. He is against the ordinance. The city should enforce existing ordinances.

- **George Campbell** spoke on the short-term rental ordinance. Long-term residents have seen an increase in STRs. All the sudden he has a business next door. He has an STR next door with high occupancy and remodeled to increase occupancy.

REPORTS FROM DIRECTORS, POLICE, AND FIRE:

- Chief of Police, Garivey – Attached – No Questions
- Director of Operations, Quintero – Attached – No Questions
- Fire Chief, Baden – None

APPROVAL OF MINUTES:

Mayor Sharon Bower presented the minutes for October 26, 2023

*Motion made by Mayor Pro Tem Madray to **approve**, seconded by Alderwoman Jones*

VOTE

5 AYES (Green, Welch, Rupertus, Jones, Madray)

0 NAYS

0 ABSTAIN

MOTION PASSED

ALDERMAN REPORTS:

Mayor Pro Tem Madray: No report

Alderman Green: No report

Alderwoman Jones: I took a quick trip for an early Thanksgiving with my family. I want to thank our Police Department for adding my home to their WATCH LIST while I was away. This is a comforting service our JBPD provides to anyone who requests it. Thank you Chief. Last Saturday I went to an amazing Veterans Day Event in Utah. Before and AFTER the event, my sister and I were able to share almost 100 stars with the Veterans who also attended this event. Last week, I was honored to attend the Galveston County Fire Department meeting held at our Fire Department Hall. Thank you, Chief Baden, for including me and thank you for making our Fire Department a great example for the County with the limited resources that you have. You make Jamaica Beach very proud. I was able to share stars with many of those who attended from Fire Departments around the County. My volunteers and I have now shared more than 5600 Stars. 5600 active Military, Veterans and 1st Responders know that Jamaica Beach appreciates their service.

Alderman Rupertus: No report

Alderman Welch: Thanked Aaron and Gina Renick for assisting with National Night Out.

NEW BUSINESS:

1. **Discussion, consideration, and possibly take action to approve Ordinance No. 2023-12, AN ORDINANCE ADOPTING DROUGHT CONTINGENCY PLAN; REQUIRING A COMPLIANCE WITH SAME AND SETTING UP POSSIBLE PENALTY FOR NONCOMPLIANCE.**

Mayor Bower read the above caption. Robert Quintero gave a presentation on the attached Drought Contingency Plan.

*Motion made by Alderwoman Jones to **approve**, seconded by Alderman Welch*

VOTE

5 AYES (Green, Welch, Rupertus, Jones, Madray)

0 NAYS

0 ABSTAIN

MOTION PASSED

2. **Discussion, consideration, and possibly take action to approve Ordinance 2023-13 AN ORDINANCE OF THE CITY OF JAMAICA BEACH, TEXAS AMENDING ORDINANCE 2023-11; TO CHANGE THE WORDING ON PAGE 5 SECTION SHORT TERM RENTAL OPERATIONAL REQUIREMENTS PARAGRAPH A. FROM “ON THE BACK OF THE FRONT DOOR” TO “IN A LOCATION VISIBLE TO ALL GUESTS.”**

Mayor Bower read the above caption and elaborated on the issues with calling in for the meeting. She stated that there were complaints about the posting of the signs on the back of the front door if the door is glass.

*Motion made by Alderman Green to **approve**, seconded by Alderman Welch*

VOTE

5 AYES (Green, Welch, Rupertus, Jones, Madray)

0 NAYS

0 ABSTAIN

MOTION PASSED

- 3. Discussion, consideration, and possibly take action to approve Ordinance 2023-14 AN ORDINANCE OF THE CITY OF JAMAICA BEACH, TEXAS AMENDING ORDINANCE 2023-11; TO ELIMINATE PARAGRAPH D AT THE TOP OF PAGE 6 THAT READS: THE OWNER SHALL POST THE FOLLOWING OUTSIDE THE HOUSE: STREET NUMBER ON THE HOUSE AND A SIGN THAT CONTAINS THE (1) SHORT TERM RENTAL REGISTRATION NUMBER AND (2) THE LOCAL 24 HOUR CONTACT TELEPHONE NUMBER. THE POSTING REQUIRES A MINIMUM OF TWO (2) INCH LETTERING VISIBLE FROM THE PUBLIC STREET FOR EMERGENCY AND POLICE RESPONDERS.**

Mayor Bower read the above caption. Alderman Welch stated he received feedback on this and stated that concerns were addressed having their personal information posted being a security issue. Alderman Rupertus questioned whether the STR number would assist with concerns and assist the police department if issues arise. Mayor Bower stated the information would be available to the police department and be updated monthly based on the information provided in the application. Alderwoman Jones stated she felt the owners should be able to advertise their rentals as long as they are within the sign limits.

*Motion made by Alderman Green to **approve**, seconded by Alderman Welch*

VOTE

5 AYES (Green, Welch, Rupertus, Jones, Madray)

0 NAYS

0 ABSTAIN

MOTION PASSED

- 4. Discussion, consideration, and possibly take action to approve Ordinance 2023-15 AN ORDINANCE OF THE CITY OF JAMAICA BEACH, TEXAS AMENDING ORDINANCE 2023-11; TO ELIMINATE ITEM 14 AT THE TOP OF PAGE 4 THAT READS: THE OWNER SHALL GRANT PERMISSION TO THE CITY WITH TEN (10) DAYS WRITTEN NOTICE TO PERFORM AN ON-SITE INSPECTION OF THE SHORT TERM RENTAL TO DETERMINE ACCURACY OF THE SHORT TERM RENTAL APPLICATION INFORMATION OR IF THERE HAS BEEN A WRITTEN COMPLAINT TO THE CITY FROM OCCUPANTS ABOUT THE SAFETY OF THE SHORT TERM RENTAL**

Mayor Bower read the above caption and stated there was a lot of feedback concerning the city going into homes. If the application information does not match the sketch provided, the city could come in and inspect to verify information. Alderman Welch asked if this was about safety issues. Mayor Bower stated that the ordinance addressed if there were questions about the accuracy of the application, there could be an inspection, as well as any safety issues.

Alderman Welch stated he did not believe 10 days was enough notice for an inspection and proposes to strike the amendment. Mayor Pro Tem Madray stated he believes the inspections are necessary. Alderman Rupertus questioned whether or not we are trying to match what is being advertised and that the house is complying. If it is brought to our attention, it should allow the city to inspect the home. If the advertisement is showing something other than what is registered, they will be ticketed. If the advertisement shows more rooms than appears to be available, the city will inspect. If the guests complain about a safety issue, the city will inspect. Alderwoman Jones stated we are violating the 4th amendment rights and we should respect their rights. Robin Harris questioned whether or not the owner can request an inspection to provide proof about their occupancy. Ralph McDermott stated the city should give a 30 day notice to inspect a house. Mayor Pro Tem Madray stated that he knew that this issue would be discussed and needed to be revised.

*Motion made by Alderman Green to **table**, seconded by Alderwoman Jones*

VOTE

4 AYES (Green, Welch, Rupertus, Jones)

0 NAYS

1 ABSTAIN (Madray)

MOTION PASSED

5. **Discussion only on Ordinance 2023-16 AN ORDINANCE OF THE CITY OF JAMAICA BEACH, TEXAS AMENDING ORDINANCE 2023-11; PAGE 2, ITEM M TO: MAXIMUM OCCUPANCY – THE MAXIMUM OCCUPANCY SHALL BE TWO (2) PERSONS PER QUALIFIED BEDROOMS, PLUS FOUR (4) ADDITIONAL PERSONS AND PAGE 3, NUMBER 9 TO: MAXIMUM OCCUPANCY FOR THE SHORT TERM RENTAL BASED ON TWO (2) PERSONS PER QUALIFIED BEDROOM(S) PLUS FOUR (4) ADDITIONAL PERSONS. EXAMPLE: GALVESTON COUNTY APPRAISAL DISTRICT LIVING AREA SQUARE FOOTAGE AREA CONTAINS THREE (3) BEDROOMS. THE MAXIMUM OCCUPANCY WOULD BE 3 BEDROOMS TIMES 2 PERSONS ALLOWED EQUALS SIX (6) PERSONS PLUS FOUR (4) ADDITIONAL PERSONS FOR A TOTAL OF TEN (10) PERSONS FOR MAXIMUM OCCUPANCY.**

Mayor Bower read the above caption. Alderman Welch wants to draw the line between adults and children and wants to find the verbiage to decide the ages. Alderwoman Jones stated she would like to have the limit for children at 12. Mayor Pro Tem Madray is pleased that the council is having a discussion and believes we need to get control of the STR's. He stated he read the litigation and it's that law firm's interpretation, and that our law firm, Olson, and Olson looked at we proposed, and it looks reasonable. Natasha Prodan commented about the sketch on the occupancy, and that their home is a new build with built in bunkbeds, so would there be an exception for the square footage and beds. Trisha Sloan stated occupancy should be 2+4. Brandon McDermott stated the comment about the additional two people shouldn't matter, but the loss of two additional people shouldn't matter. Alderman Rupertus stated the bad apples are the issue and why are we not focusing the attention on the current owners and ordinances we have as tools.

*Motion made by Alderman Green to **discuss**, seconded by Mayor Pro Tem Madray*

6. **Discussion only on Ordinance 2023-17 AN ORDINANCE CREATING THE POSITION OF CITY ADMINISTRATOR AND REPLACING ORDINANCE 99-7**

Mayor Bower read the above caption. She stated that the ordinance states that the city Administrator shall discharge all employees other than department heads and City officers, and she received comments that the two positions, City Secretary and Chief of Police, should be specified that the City Administrator does not have authority to hire or fire, but the council does. Alderman Welch stated he was fine with the ordinance as stated if the position was needed. Robert questioned if he would be removed as a director and Mayor Bower clarified that he would be removed as a co-administrator. Alderwoman Jones requested an organization chart and Mayor Bower stated it was the job of the City Administrator to complete. Alderman Rupertus stated he did not see requirements listed for the City Administrator during emergency situations. He asked who is currently listed as the emergency manager and Mayor Bower stated the current plan has the mayor listed.

*Motion made by Mayor Pro Tem Madray to **discuss**, seconded by Alderwoman Jones*

7. **Discussion, consideration, and possibly take action to approve Resolution No. 2023-12 AUTHORIZING THE MAYOR TO APPROVE THE RECOMMENDATION FROM JOHN D. MERCER AND ASSOCIATES FOR PHASE FIVE OF THE WATERLINE REPLACEMENT PROJECT**

Mayor Bower read the above caption. Brian Kramer from Mercer and Associates addressed the council and stated after the bids were opened and reviewed, it is their recommendation to award the job to Branch Construction Group. Mayor Bower questioned what streets will be affected and Mr. Kramer stated Jolly Roger, Bob Smith, Montego Way, Pelican Way, Managua Way, Kingston Way, Tahiti Way, Cabeza de Vaca. Additionally, four fire hydrants will be installed. The fence for the Bayside lift station was installed.

*Motion made by Alderman Green to **approve**, seconded by Mayor Pro Tem Madray*

VOTE

5 AYES (Green, Welch, Rupertus, Jones, Madray)

0 NAYS

0 ABSTAIN

MOTION PASSED

8. Council to discuss and approve an additional council meeting to be held on November 30, 2023, at 6:00 pm

Mayor Bower read the above caption. She stated the meeting has been requested to begin at 5:30.

*Motion made by Alderman Green to **approve**, seconded by Alderman Welch*

VOTE

5 AYES (Green, Welch, Rupertus, Jones, Madray)

0 NAYS

0 ABSTAIN

MOTION PASSED

MAYOR'S REPORT:

Mayor Sharon Bower stated that there was a great turnout for National Night Out. Special thanks to Sandy Denby and the Renick's did an excellent job executing the plan. Applauds the city engagement and assisting in making Jamaica Beach the best it can be. The waterline project is set to begin in January, and we will update everyone on outages. We are vacuuming out the part of the sewer plant that is not working and will have an estimate by the first quarter on how much it will be to get it up and running. Lift stations are needing repairs, and the council has approved funds to revamp. There are three candidates for the City Administrator position that will be presented to the council on November 30th and will be interviewed in Executive Session. City Hall will be closed for the holidays on Thursday and Friday for Thanksgiving and will close early on Wednesday at 1:00 pm.

EXECUTIVE SESSION:

Convened into executive session at 8:28 pm

1. Personnel
2. IT Cybersecurity

RECONVENE:

Reconvened into open session at 9:38 pm

1. Action from Executive Session
 - i. Approve Mayor to authorize additional December pay for qualifying employees.

*Motion made by Alderman Green to **approve**, seconded by Alderman Welch*

VOTE

5 AYES (Green, Welch, Rupertus, Jones, Madray)

0 NAYS

0 ABSTAIN

MOTION PASSED

- ii. Approve amending the 2023-2024 Budget by moving \$31,000 from the General Fund Reserves, as follows:

1. 11014 Technology increased from \$9,000 to \$19,000.
2. 19013 Court Technology increased from \$7,000 to \$10,000.
3. 14011 PD Technology increased from \$32,000 to \$50,000.

*Motion made by Alderman Welch to **approve**, seconded by Alderman Rupertus*

VOTE

5 AYES (Green, Welch, Rupertus, Jones, Madray)

0 NAYS

0 ABSTAIN

MOTION PASSED

- iii. Consider for approval of the IT Cybersecurity Execution Plan.

*Motion made by Alderman Welch to **approve**, seconded by Alderwoman Jones*

VOTE

5 AYES (Green, Welch, Rupertus, Jones, Madray)

0 NAYS

0 ABSTAIN

MOTION PASSED

- iv. Possibly take action to authorize the Mayor to approve Galveston Computer Solutions to upgrade required systems for an amount not to exceed \$25,000.

*Motion made by Alderwoman Jones to **approve**, seconded by Alderman Welch*

VOTE

5 AYES (Green, Welch, Rupertus, Jones, Madray)

0 NAYS

0 ABSTAIN

MOTION PASSED

- v. Possibly take action to authorize Police Chief Raymond Garivey to migrate body cam data to a cloud-based system utilizing existing camera hardware for an amount not to exceed \$20,000.

*Motion made by Alderwoman Jones to **approve**, seconded by Alderman Welch*

VOTE

5 AYES (Green, Welch, Rupertus, Jones, Madray)

0 NAYS

0 ABSTAIN

MOTION PASSED

ADJOURNMENT:

Motion made by Alderman Welch to **adjourn**, seconded by Alderman Rupertus. Meeting adjourned at 9:43 p.m.

**CITY OF JAMAICA BEACH
CITY COUNCIL MEETING
December 14, 2023**

The City Council of the City of Jamaica Beach will discuss, consider, and take action to amend Ordinance 2023-11.

The City Council will determine whether to change or eliminate the on-site inspection requirement.

The three options include:

- A. Take No Action (Do not amend Ordinance 2023-11). Leave on-site inspection to determine accuracy of the Short Term Rental Application information or if there has been a written complaint to the City from occupants about the safety of the Short Term Rental.
- B. Change the ten (10) days written notice to thirty (30) days written notice.
- C. Remove on-site inspection, Page 4, Paragraph 14:

B

**CITY OF JAMAICA BEACH
ORDINANCE NO. 2023-15**

AN ORDINANCE OF THE CITY OF JAMAICA BEACH, TEXAS AMENDING ORDINANCE 2023-11; PAGE 4, PARAGRAPH 14 TO READ: THE OWNER SHALL GRANT PERMISSION TO THE CITY WITH THIRTY (30) DAYS WRITTEN NOTICE TO PERFORM AN ON-SITE INSPECTION OF THE SHORT TERM RENTAL TO DETERMINE ACCURACY OF THE SHORT TERM RENTAL APPLICATION INFORMATION OR IF THERE HAS BEEN A WRITTEN COMPLAINT TO THE CITY FROM OCCUPANTS ABOUT THE SAFETY OF THE SHORT TERM RENTAL.

WHEREAS, the City Council of the City of Jamaica Beach passed, approved and adopted Ordinance 2023-11 on October 26, 2023, which provided for regulations and permitting requirements for operation of a short term rental within the city, and

WHEREAS, the City Council of the City of Jamaica Beach has found that the inspection to determine the accuracy of the short term rental application information or if there has been a written complaint to the City from occupants about the safety of the short term rental requires thirty (30) days written notice to owner.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JAMAICA BEACH, TEXAS:

SECTION 1. Amend: Ordinance 2023-11. adopted by the City of Jamaica Beach City Council on October 26, 2023. is hereby amended **PAGE 4, PARAGRAPH 4: THE OWNER SHALL GRANT PERMISSION TO THE CITY WITH THIRTY (30) DAYS WRITTEN NOTICE TO PERFORM AN ON-SITE INSPECTION OF THE SHORT TERM RENTAL TO DETERMINE ACCURACY OF THE SHORT TERM RENTAL APPLICATION INFORMATION OR IF THERE HAS BEEN A WRITTEN COMPLAINT TO THE CITY FROM OCCUPANTS ABOUT THE SAFETY OF THE SHORT TERM RENTAL.**

SECTION 2. This Ordinance shall be and become effective from and after its adoption.

PASSED, APPROVED AND ADOPTED this 14th day of December 2023.

CITY OF JAMAICA BEACH, TEXAS

Sharon Bower, Mayor

ATTEST:

Robert Quintero, City Secretary

**CITY OF JAMAICA BEACH
ORDINANCE NO. 2023-15**

AN ORDINANCE OF THE CITY OF JAMAICA BEACH, TEXAS AMENDING ORDINANCE 2023-11; TO ELIMINATE ITEM 14 AT THE TOP OF PAGE 4 THAT READS: THE OWNER SHALL GRANT PERMISSION TO THE CITY WITH TEN (10) DAYS WRITTEN NOTICE TO PERFORM AN ON-SITE INSPECTION OF THE SHORT TERM RENTAL TO DETERMINE ACCURACY OF THE SHORT TERM RENTAL APPLICATION INFORMATION OR IF THERE HAS BEEN A WRITTEN COMPLAINT TO THE CITY FROM OCCUPANTS ABOUT THE SAFETY OF THE SHORT TERM RENTAL.

WHEREAS, the City Council of the City of Jamaica Beach passed, approved and adopted Ordinance 2023-11 on October 26, 2023, which provided for regulations and permitting requirements for operation of a short term rental within the city, and

WHEREAS, the City Council of the City of Jamaica Beach has found that the inspection to determine the accuracy of the short term rental application information or if there has been a written complaint to the City from occupants about the safety of the short term rental is not required.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JAMAICA BEACH, TEXAS:

SECTION 1. Amend: Ordinance 2023-11. adopted by the City of Jamaica Beach City Council on October 26, 2023. is hereby amended to eliminate **ITEM 14 AT THE TOP OF PAGE 4 THAT READS: THE OWNER SHALL GRANT PERMISSION TO THE CITY WITH TEN (10) DAYS WRITTEN NOTICE TO PERFORM AN ON-SITE INSPECTION OF THE SHORT TERM RENTAL TO DETERMINE ACCURACY OF THE SHORT TERM RENTAL APPLICATION INFORMATION OR IF THERE HAS BEEN A WRITTEN COMPLAINT TO THE CITY FROM OCCUPANTS ABOUT THE SAFETY OF THE SHORT TERM RENTAL.**

SECTION 2. This Ordinance shall be and become effective from and after its adoption.

PASSED, APPROVED AND ADOPTED this 14th day of December 2023.

CITY OF JAMAICA BEACH, TEXAS

Sharon Bower, Mayor

ATTEST:

Robert Quintero, City Secretary

**CITY OF JAMAICA BEACH
CITY COUNCIL MEETING
December 14, 2023**

The City Council of the City of Jamaica Beach will discuss, consider, and take action to amend Ordinance 2023-11.

The City Council will determine how maximum occupancy will be calculated for Short-Term Rental properties registered in Jamaica Beach, Texas.

The three options include:

A. Take No Action (Do not amend Ordinance 2023-11). The maximum occupancy shall remain two (2) persons per qualified bedrooms, plus two (2) additional persons.

B. Approve occupancy as follows:

The Maximum Occupancy shall be whichever is less: Either A) Two (2) persons per qualified bedroom, plus four (4) additional persons OR B) Galveston County Appraisal District Living Area square footage divided by 150 square feet, rounded up.

C. Approve occupancy as follows:

The Maximum Occupancy shall be two (2) persons per qualified bedroom, plus four (4) additional persons.

**CITY OF JAMAICA BEACH
ORDINANCE NO. 2023-16**

B

**AN ORDINANCE OF THE CITY OF JAMAICA BEACH, TEXAS AMENDING
ORDINANCE 2023-11.**

**PAGE 2, ITEM M: MAXIMUM OCCUPANCY – THE MAXIMUM OCCUPANCY SHALL
BE WHICHEVER IS LESS: EITHER A) TWO (2) PERSONS PER QUALIFIED
BEDROOMS, PLUS FOUR (4) ADDITIONAL PERSONS OR B) GALVESTON COUNTY
APPRAISAL DISTRICT LIVING AREA SQUARE FOOTAGE DIVIDED BY 150 SQUARE
FEET ROUNDED UP.**

**PAGE 3, NUMBER 9: MAXIMUM OCCUPANCY FOR THE SHORT-TERM RENTAL
BASED ON WHICH EVER IS LESS: EITHER A) TWO (2) PERSONS PER QUALIFIED
BEDROOM(S) PLUS FOUR (4) ADDITIONAL PERSONS OR B) GALVESTON COUNTY
APPRAISAL DISTRICT LIVING AREA SQUARE FOOTAGE DIVIED BY 150 SQUARE
FEET ROUNDED UP.**

**EXAMPLE: GALVESTON COUNTY APPRAISAL DISTRICT LIVING AREA SQUARE
FOOTAGE IS 1,520 SQUARE FEET AND CONTAINS THREE (3) BEDROOMS. THE
MAXIMUM OCCUPANCY IS WHICHEVER IS LESS. IN THIS EXAMPLE THE
MAXIMUM OCCUPANCY IS 10 PERSONS.**

**A) 3 BEDROOMS TIMES 2 PERSONS ALLOWED EQUALS SIX (6) PERSONS PLUS
FOUR (4) ADDITIONAL PERSONS FOR A TOTAL OF TEN (10) PERSONS FOR
MAXIMUM OCCUPANCY.**

B) 1,520 DIVIDED BY 150 EQUALS 10.13 OR 11 PERSONS.

WHEREAS, the City Council of the City of Jamaica Beach passed, approved, and adopted Ordinance 2023-18 on December 14, 2023, which provided for regulations and permitting requirements for operation of a short-term rental within the city, and

WHEREAS, the City Council of the City of Jamaica Beach has found that the maximum occupancy of a short-term rental should be whichever is less of either two (2) persons per qualified bedroom, plus four (4) additional persons or B) Galveston County Appraisal District Living Area Square Footage divided by 150 square feet rounded up.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
JAMAICA BEACH, TEXAS:**

SECTION 1. Amend: Ordinance 2023-11. adopted by the City of Jamaica Beach City

B

Council on October 26, 2023. is hereby amended to:

PAGE 2, ITEM M: MAXIMUM OCCUPANCY – THE MAXIMUM OCCUPANCY SHALL BE WHICHEVER IS LESS: EITHER A) TWO (2) PERSONS PER QUALIFIED BEDROOMS, PLUS FOUR (4) ADDITIONAL PERSONS OR B) GALVESTON COUNTY APPRAISAL DISTRICT LIVING AREA SQUARE FOOTAGE DIVIDED BY 150 SQUARE FEET ROUNDED UP.

PAGE 3, NUMBER 9: MAXIMUM OCCUPANCY FOR THE SHORT-TERM RENTAL BASED ON WHICHEVER IS LESS: EITHER A) TWO (2) PERSONS PER QUALIFIED BEDROOM(S) PLUS FOUR (4) ADDITIONAL PERSONS OR B) GALVESTON COUNTY APPRAISAL DISTRICT LIVING AREA SQUARE FOOTAGE DIVIDED BY 150 SQUARE FEET ROUNDED UP.

EXAMPLE: GALVESTON COUNTY APPRAISAL DISTRICT LIVING AREA SQUARE FOOTAGE IS 1,520 SQUARE FEET AND CONTAINS THREE (3) BEDROOMS. THE MAXIMUM OCCUPANCY IS WHICHEVER IS LESS. IN THIS EXAMPLE THE MAXIMUM OCCUPANCY IS 10 PERSONS.

C) 3 BEDROOMS TIMES 2 PERSONS ALLOWED EQUALS SIX (6) PERSONS PLUS FOUR (4) ADDITIONAL PERSONS FOR A TOTAL OF TEN (10) PERSONS FOR MAXIMUM OCCUPANCY.

D) 1,520 DIVIDED BY 150 EQUALS 10.13 OR 11 PERSONS ROUNDED UP.

SECTION 2. This Ordinance shall be and become effective from and after its adoption.

PASSED, APPROVED AND ADOPTED this 14th day of December 2023.

CITY OF JAMAICA BEACH, TEXAS

Sharon Bower, Mayor

ATTEST:

Robert Quintero, City Secretary

**CITY OF JAMAICA BEACH
ORDINANCE NO. 2023-16**



AN ORDINANCE OF THE CITY OF JAMAICA BEACH, TEXAS AMENDING ORDINANCE 2023-11; PAGE 2, ITEM M TO: MAXIMUM OCCUPANCY – THE MAXIMUM OCCUPANCY SHALL BE TWO (2) PERSONS PER QUALIFIED BEDROOMS, PLUS FOUR (4) ADDITIONAL PERSONS AND PAGE 3, NUMBER 9 TO: MAXIMUM OCCUPANCY FOR THE SHORT TERM RENTAL BASED ON TWO (2) PERSONS PER QUALIFIED BEDROOM(S) PLUS FOUR (4) ADDITIONAL PERSONS. EXAMPLE: GALVESTON COUNTY APPRAISAL DISTRICT LIVING AREA SQUARE FOOTAGE AREA CONTAINS THREE (3) BEDROOMS. THE MAXIMUM OCCUPANCY WOULD BE 3 BEDROOMS TIMES 2 PERSONS ALLOWED EQUALS SIX (6) PERSONS PLUS FOUR (4) ADDITIONAL PERSONS FOR A TOTAL OF TEN (10) PERSONS FOR MAXIMUM OCCUPANCY.

WHEREAS, the City Council of the City of Jamaica Beach passed, approved and adopted Ordinance 2023-11 on October 26, 2023, which provided for regulations and permitting requirements for operation of a short term rental within the city, and

WHEREAS, the City Council of the City of Jamaica Beach has found that the maximum occupancy of a short term rental should be two (2) persons per qualified bedroom, plus four (4) additional persons.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JAMAICA BEACH, TEXAS:

SECTION 1. Amend: Ordinance 2023-11. adopted by the City of Jamaica Beach City Council on October 26, 2023. is hereby amended to: **PAGE 2, ITEM M TO: MAXIMUM OCCUPANCY – THE MAXIMUM OCCUPANCY SHALL BE TWO (2) PERSONS PER QUALIFIED BEDROOMS, PLUS FOUR (4) ADDITIONAL PERSONS AND PAGE 3, NUMBER 9 TO: MAXIMUM OCCUPANCY FOR THE SHORT TERM RENTAL BASED ON TWO (2) PERSONS PER QUALIFIED BEDROOM(S) PLUS FOUR (4) ADDITIONAL PERSONS. EXAMPLE: GALVESTON COUNTY APPRAISAL DISTRICT LIVING AREA SQUARE FOOTAGE AREA CONTAINS THREE (3) BEDROOMS. THE MAXIMUM OCCUPANCY WOULD BE 3 BEDROOMS TIMES 2 PERSONS ALLOWED EQUALS SIX (6) PERSONS PLUS FOUR (4) ADDITIONAL PERSONS FOR A TOTAL OF TEN (10) PERSONS FOR MAXIMUM OCCUPANCY.**

SECTION 2. This Ordinance shall be and become effective from and after its adoption.

PASSED, APPROVED AND ADOPTED this 14th day of Decemberr 2023.

CITY OF JAMAICA BEACH, TEXAS

Sharon Bower, Mayor

ATTEST:

Robert Quintero, City Secretary

**EMPLOYMENT AGREEMENT FOR EMPLOYMENT AS CITY ADMINISTRATOR FOR THE
CITY OF JAMAICA BEACH, TEXAS**

This Agreement for Employment as City Administrator ("Agreement") is made and entered into by and between the City of Jamaica Beach, Texas, a municipal corporation ("City"), and Kendal Francis ("Employee") to establish and set the terms and conditions of the employment of Kendal Francis as the City Administrator of the City.

WITNESSETH:

WHEREAS, the City desires to employ the services of Kendal Francis as City Administrator of the City of Jamaica Beach, Texas; and

WHEREAS, the City Council ("Council") of the City and Employee believe that employment agreements negotiated between city councils and City Administrators can be mutually beneficial to the City organization, the City Administrator, and the community they serve; and

WHEREAS, it is the desire of the City and Council to provide certain benefits, establish certain conditions of employment, and to set working conditions of Employee as provided in this Agreement; and

WHEREAS, the Council and Employee believe it is important to thoughtfully consider guidelines that will be consistent with both the letter and the spirit of State law, and to the extent applicable, the City's ordinances and personnel policies, that will uphold the principle of serving at the "will and pleasure of the City Council," that will clearly define and incorporate the benefits to the community and organization, and that will address the protection of Employee through provisions that are reasonable in nature and scope when compared to professional practices and local/regional market conditions and appropriately funded within the City's budget; and

WHEREAS, Kendal Francis desires to accept employment as City Administrator of said City of Jamaica Beach, Texas, subject to the terms, conditions and provisions agreed to and set forth in this Agreement; and

WHEREAS, this Agreement will take full force and effect as of January 1, 2024, subject to Section 20.F. of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants of Kendal Francis accepting the position of City Administrator for the City and other good and valuable consideration, the City and Employee agree as follows:

Section 1. Duties: City Administrator. The Council hereby employs Kendal Francis as the chief administrative and executive officer of the City to perform the duties and functions

specified in the Code of Ordinances, and as the Council shall, from time to time, assign to Employee consistent with the intent of this Agreement.

Section 2. Term of Agreement: At Will Employment. The term of this Agreement is for a period of three (3) years beginning on January 1, 2024, (the "Commencement Date").

Employee shall serve at the will and pleasure of the Council and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council, or Employee, to terminate the services of Employee, subject to the terms of Section 14 of this Agreement.

Section 3. Salary. The City agrees to pay Employee an annual base salary, which salary shall initially be One Hundred Thirty thousand dollars (\$130,000.00), payable in installments at the same time as other employees of the City are paid.

Section 4. Performance Evaluation.

A. The Council shall review and evaluate the performance of Employee at its own discretion and at least once annually. During the first year of employment, Council shall review and evaluate the performance of Employee after 3 months of employment and again after completion of 6 months of employment.

B. The Council shall annually define the goals and performance objectives which they determine necessary for the proper operation of the City and in the attainment of the Council's policy objectives, following which said goals and objectives shall be in writing.

C. Unless Council and Employee mutually agree otherwise, such annual review will be in the anniversary month of Employee starting date under this Agreement.

D. Discussion regarding amendments to the Term of Agreement and Salary may be part of the Performance Evaluation.

E. The City and Employee agree that a Performance Evaluation shall occur not later than six (6) months prior to end of the term of this Agreement. After the conclusion of this Performance Evaluation, the Council shall promptly notify Employee of the City's intent to (1) extend the Agreement for one (1) year at the end of the Agreement's term or (2) not extend or renew the Agreement at the end of the Agreement's term.

Section 5. Disability, Retirement and Longevity Benefits. Employee shall be covered and governed by the same disability and retirement system as are all other City employees. Retirement contributions shall be paid as required by the retirement system's plan documents.

Section 6. Health and Other Insurance. Employee shall be covered by the same health, dental and vision plans as all other employees, or such plans that are available through City and selected by Employee.

Section 7. Automobile. Employee's duties require exclusive and unrestricted use of a vehicle. The City agrees to pay to Employee, during the term of this Agreement or any extension thereto, and in addition to other salary and benefits herein provided, the sum of \$12,000 per year (\$1000/month), payable monthly, as a vehicle allowance. Employee shall acquire and maintain a vehicle during the term of this Agreement, which shall be available for Employee's exclusive and unrestricted use in the performance of his duties hereunder. Employee shall be responsible for obtaining and maintaining at all times while this Agreement is in effect liability, property damage, and comprehensive insurance coverage upon said vehicle and shall be further responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

Section 8. Leave Benefits. All provisions of the City's policies, rules and regulations and applicable fringe benefits, leave, personnel issues and working conditions as they now exist or hereafter may be amended, shall apply to Employee as they apply to all other employees of the City; in addition to the benefits enumerated specifically in this Agreement for the benefit of Employee herein; provided that vacation, sick leave, and all other benefits which vary according to tenure shall be calculated and granted to Employee in accordance with the City's regulations using the Commencement Date as an equivalent original employment date of Employee.

Employee may retain and carry forward vacation leave that has accumulated but has not been used the same as all other City employees. Upon separation from the City any unused vacation time which was earned will be paid to Employee.

On the Commencement Date, Employee shall have credited to his personal leave balances a beginning balance of 120 hours of vacation leave and 80 hours of sick leave, which he may utilize as provided for in the Personnel Policy.

Section 9. Dues and Subscriptions. The City agrees, at its discretion, to budget and to pay for the professional dues and subscriptions of Employee reasonably necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the City.

Section 10. Professional Development. The City agrees, at its discretion, to budget and pay for the reasonable travel and subsistence for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employee. The City further agree to budget for and pay for the travel and subsistence expenses for Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the City and as reasonably necessary and budget limitations. The City reserves the right to limit such attendance in the event of budget limitations or other priorities it identifies if in the best interests of the City.

Section 11. Permanent Residency. Employee will establish a residence within Galveston County, TX within 180 days of commencement of employment.

Section 12. Insurance. The City is a member of the Texas Municipal League Intergovernmental Risk Pool and agrees to maintain such existing insurance coverage or equivalent for the purpose of insurance coverage for City officials acting within the

scope of their employment with the City. Nothing in this section shall be construed as limiting the City's authority to reduce the insurance coverage of all City Officials equally based on budgetary or other reasonable considerations.

Section 13. Hours of Work. The Council recognizes that Employee is expected to engage in the hours of work that are necessary to fulfill the obligations of the City Administrator position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the City. Employee acknowledges the proper performance of the duties of the City Administrator of the City will require Employee to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours.

Employee agrees to devote such additional time as is necessary for the full and proper performance of his duties and that the compensation herein provided includes compensation for the performance of all such services.

However, the City intends that reasonable time off be permitted Employee, such as is customary for exempt employees so long as the time off does not interfere with the normal job responsibilities of the City Administrator.

Section 14. Termination and Resignation. The parties agree Employee serves at the will and pleasure of the Council and the Council, on a majority vote of the Council, may terminate this Agreement and Employee's employment with the City of Jamaica Beach subject to the terms and conditions of this Section 14.

A. Termination Without Cause. If Employee is terminated without cause after the execution of this Agreement and Employee is then willing and able to perform all of the duties of the City Administrator under this Agreement, then, in that event, the City shall pay to Employee a sum equal to three (3) months base salary if termination without cause occurs within the first three (3) months of employment, and the City shall pay six (6) months base salary if termination without cause occurs within the next three (3) months of employment (months 3 – 6) and one (1) additional month base salary for each additional year of employment to a maximum of nine (9) months base salary. Such payment to be paid on the City's regular pay dates. No benefits to Employee shall accrue, however, during this payout period.

B. Termination for Cause. In the event Employee's employment is terminated for cause by the Council at any time after this Agreement is executed, the City shall have no obligation to pay any severance or other benefit payments. "For cause" shall mean termination upon: (i) the breach of Section 16 of this Agreement by Employee; (ii) embezzlement, fraud, theft, or dishonesty, or a commission of a crime involving fraud or deception; (iii) breach of fiduciary responsibilities, misfeasance, malfeasance, or gross negligence of Employee in the performance or non-performance of his duties; (iv) any violation of the City's personnel policy or rules of the City, the violation of which would be a terminable offense under such rule or regulation.

C. Suspensions. City may suspend Employee pursuant to this paragraph C only. Any suspension of Employee inconsistent with the terms of this paragraph C shall be considered a termination within the meaning and context of paragraph A above.

Upon the presentment of a written complaint to Employee by the City Council alleging (i) the breach of Section 16 of this Agreement by Employee; (ii) embezzlement, fraud, theft, or dishonesty, or a commission of a crime involving fraud or deception; (iii) misfeasance, malfeasance, or gross negligence of Employee in the performance or non-performance of his duties; (iv) any violation of the City's personnel policy or rules of the City, the violation of which would be a terminable offense under such rule or regulation, then the City Council may, but is not obligated to, suspend Employee with pay for purposes of investigating the allegations presented.

D. Voluntary Resignation. If Employee terminates this Agreement by voluntary resignation of the position of City Administrator, Employee shall give the City Council no less than 30 days' notice in writing in advance unless the Council agrees otherwise. In the event Employee voluntarily resigns the position of City Administrator, the City shall have no obligation to pay Employee any amount provided for under this Section 14.

E. Reduction of Salary and Benefits. In the event Council at any time during the term of this Agreement reduces the salary, compensation, or other financial benefits of Employee in a greater percentage than an applicable across the board reduction of all other employees of the City, or Employee resigns following a formal request for his resignation by the Council during a City Council meeting, then, in that event, Employee may, at his option, be deemed to be "terminated without cause" at the date of such reduction or upon the request for resignation within the meaning and context of Section 14.A. herein

Section 15. Cellular Phone and Laptop. The City shall provide Employee with a mobile telephone for both professional and personal use in accordance with any City policies regarding City provided cell phones. The City will also provide Employee with a laptop or similar device for city business.

Section 16. Conflict of Interest. As the City Administrator is the chief administrator of the City, Employee agrees not to violate any applicable state or local conflict of interest and anti-nepotism laws, ordinances or policies.

During the Term(s) of *this* Agreement, Employee shall not, either individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits or the extraterritorial jurisdiction of the City, except for stock ownership in a company whose capital stock is publicly held and regularly traded on any stock exchange, without the prior written approval of the Council. For and during the Term of the Agreement, Employee shall, except for a personal residence or residential property acquired or held for future use as Employee personal residence, not invest in any other real estate or property improvements within the City, without the prior written consent of the Council.

Section 17. Indemnification. To the extent it may be permitted to do by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the City does hereby agree to defend, hold harmless, and indemnify Employee from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against Employee in Employee's individual or official capacity as an employee and as City Administrator, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of Employee, as an employee of the City, acting within the course and scope of the Employee's employment with the City; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that Employee committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the City or by Employee. The selection of Employee's legal counsel shall be with the mutual agreement of Employee and

the City if such legal counsel is not also City's legal counsel. A legal defense may be provided through insurance coverage, in which case Employee's right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. To the extent this Section 17 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Section 17 shall survive the termination, expiration or other end of this Agreement and/or Employee's employment with the City.

Section 18. Appropriations. The Council agrees to appropriate available and unappropriated funds of the City in an amount sufficient to fund and pay all financial obligations of the City pursuant to this Agreement, including, but not limited to, the severance pay, salary and benefits set forth and described herein.

Section 19. Notices. Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) EMPLOYER: Mayor
City of Jamaica Beach
5264 Jamaica Beach
Jamaica Beach, TX 77554

(2) Kendal Francis
704 Lincoln
Coffeyville, Kansas, 67337

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service or a commercial carrier.

Section 20. General Provisions.

A. Section Headings. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

B. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Texas. This Agreement is performable in Galveston County, Texas, and venue shall lie exclusively in Galveston County, Texas.

C. Severability. In the event any one or more of the sections, provisions or clauses contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

D. Entire Agreement. This Agreement incorporates all the agreements, covenants and understandings between the City and Employee concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No other prior agreements or understandings, verbal or otherwise, of the parties or their agents, shall be valid or enforceable unless embodied in this Agreement.

E. Amendment. This Agreement shall not be modified or amended except by approval of a majority of the Council and executed written instrument by Employee and the Mayor of the City of Jamaica Beach.

F. Effective Date. This Agreement shall be and become in full force and effect as of the date above first written upon the adoption and approval of the Council, and the execution and delivery hereof by the authorized officer of the City and Employee.

G. Counterparts. This Agreement may be executed in duplicate original counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one in the same instrument.

IN WITNESS WHEREOF, the date this Agreement is made between the two parties, Employee and the City, as of the date first written above.

Mayor, City of Jamaica Beach

Kendal Francis

ATTEST:

City Secretary

**EMPLOYMENT AGREEMENT FOR EMPLOYMENT AS CITY ADMINISTRATOR FOR THE
CITY OF JAMAICA BEACH, TEXAS**

This Agreement for Employment as City Administrator ("Agreement") is made and entered into by and between the City of Jamaica Beach, Texas, a municipal corporation ("City"), and Kendal Francis ("Employee") to establish and set the terms and conditions of the employment of Kendal Francis as the City Administrator of the City.

WITNESSETH:

WHEREAS, the City desires to employ the services of Kendal Francis as City Administrator of the City of Jamaica Beach, Texas; and

WHEREAS, the City Council ("Council") of the City and Employee believe that employment agreements negotiated between city councils and City Administrators can be mutually beneficial to the City organization, the City Administrator, and the community they serve; and

WHEREAS, it is the desire of the City and Council to provide certain benefits, establish certain conditions of employment, and to set working conditions of Employee as provided in this Agreement; and

WHEREAS, the Council and Employee believe it is important to thoughtfully consider guidelines that will be consistent with both the letter and the spirit of State law, and to the extent applicable, the City's ordinances and personnel policies, that will uphold the principle of serving at the "will and pleasure of the City Council," that will clearly define and incorporate the benefits to the community and organization, and that will address the protection of Employee through provisions that are reasonable in nature and scope when compared to professional practices and local/regional market conditions and appropriately funded within the City's budget; and

WHEREAS, Kendal Francis desires to accept employment as City Administrator of said City of Jamaica Beach, Texas, subject to the terms, conditions and provisions agreed to and set forth in this Agreement; and

WHEREAS, this Agreement will take full force and effect as of January 1, 2024, subject to Section 20.F. of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants of Kendal Francis accepting the position of City Administrator for the City and other good and valuable consideration, the City and Employee agree as follows:

Section 1. Duties: City Administrator. The Council hereby employs Kendal Francis as the chief administrative and executive officer of the City to perform the duties and functions

specified in the Code of Ordinances, and as the Council shall, from time to time, assign to Employee consistent with the intent of this Agreement.

Section 2. Term of Agreement: At Will Employment. The term of this Agreement is for a period of three (3) years beginning on January 1, 2024, (the "Commencement Date").

Employee shall serve at the will and pleasure of the Council and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council, or Employee, to terminate the services of Employee, subject to the terms of Section 14 of this Agreement.

Section 3. Salary. The City agrees to pay Employee an annual base salary, which salary shall initially be One Hundred Thirty thousand dollars (\$130,000.00), payable in installments at the same time as other employees of the City are paid.

Section 4. Performance Evaluation.

A. The Council shall review and evaluate the performance of Employee at its own discretion and at least once annually. During the first year of employment, Council shall review and evaluate the performance of Employee after 3 months of employment and again after completion of 6 months of employment.

B. The Council shall annually define the goals and performance objectives which they determine necessary for the proper operation of the City and in the attainment of the Council's policy objectives, following which said goals and objectives shall be in writing.

C. Unless Council and Employee mutually agree otherwise, such annual review will be in the anniversary month of Employee starting date under this Agreement.

D. Discussion regarding amendments to the Term of Agreement and Salary may be part of the Performance Evaluation.

E. The City and Employee agree that a Performance Evaluation shall occur not later than six (6) months prior to end of the term of this Agreement. After the conclusion of this Performance Evaluation, the Council shall promptly notify Employee of the City's intent to (1) extend the Agreement for one (1) year at the end of the Agreement's term or (2) not extend or renew the Agreement at the end of the Agreement's term.

Section 5. Disability, Retirement and Longevity Benefits. Employee shall be covered and governed by the same disability and retirement system as are all other City employees. Retirement contributions shall be paid as required by the retirement system's plan documents.

Section 6. Health and Other Insurance. Employee shall be covered by the same health, dental and vision plans as all other employees, or such plans that are available through City and selected by Employee.

Section 7. Automobile. Employee's duties require exclusive and unrestricted use of a vehicle. The City agrees to pay to Employee, during the term of this Agreement or any extension thereto, and in addition to other salary and benefits herein provided, the sum of \$12,000 per year (\$1000/month), payable monthly, as a vehicle allowance. Employee shall acquire and maintain a vehicle during the term of this Agreement, which shall be available for Employee's exclusive and unrestricted use in the performance of his duties hereunder. Employee shall be responsible for obtaining and maintaining at all times while this Agreement is in effect liability, property damage, and comprehensive insurance coverage upon said vehicle and shall be further responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

Section 8. Leave Benefits. All provisions of the City's policies, rules and regulations and applicable fringe benefits, leave, personnel issues and working conditions as they now exist or hereafter may be amended, shall apply to Employee as they apply to all other employees of the City; in addition to the benefits enumerated specifically in this Agreement for the benefit of Employee herein; provided that vacation, sick leave, and all other benefits which vary according to tenure shall be calculated and granted to Employee in accordance with the City's regulations using the Commencement Date as an equivalent original employment date of Employee.

Employee may retain and carry forward vacation leave that has accumulated but has not been used the same as all other City employees. Upon separation from the City any unused vacation time which was earned will be paid to Employee.

On the Commencement Date, Employee shall have credited to his personal leave balances a beginning balance of 120 hours of vacation leave and 80 hours of sick leave, which he may utilize as provided for in the Personnel Policy.

Section 9. Dues and Subscriptions. The City agrees, at its discretion, to budget and to pay for the professional dues and subscriptions of Employee reasonably necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the City.

Section 10. Professional Development. The City agrees, at its discretion, to budget and pay for the reasonable travel and subsistence for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employee. The City further agree to budget for and pay for the travel and subsistence expenses for Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the City and as reasonably necessary and budget limitations. The City reserves the right to limit such attendance in the event of budget limitations or other priorities it identifies if in the best interests of the City.

Section 11. Permanent Residency. Employee will establish a residence within Galveston County, TX within 180 days of commencement of employment.

Section 12. Insurance. The City is a member of the Texas Municipal League Intergovernmental Risk Pool and agrees to maintain such existing insurance coverage or equivalent for the purpose of insurance coverage for City officials acting within the

scope of their employment with the City. Nothing in this section shall be construed as limiting the City's authority to reduce the insurance coverage of all City Officials equally based on budgetary or other reasonable considerations.

Section 13. Hours of Work. The Council recognizes that Employee is expected to engage in the hours of work that are necessary to fulfill the obligations of the City Administrator position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the City. Employee acknowledges the proper performance of the duties of the City Administrator of the City will require Employee to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours.

Employee agrees to devote such additional time as is necessary for the full and proper performance of his duties and that the compensation herein provided includes compensation for the performance of all such services.

However, the City intends that reasonable time off be permitted Employee, such as is customary for exempt employees so long as the time off does not interfere with the normal job responsibilities of the City Administrator.

Section 14. Termination and Resignation. The parties agree Employee serves at the will and pleasure of the Council and the Council, on a majority vote of the Council, may terminate this Agreement and Employee's employment with the City of Jamaica Beach subject to the terms and conditions of this Section 14.

A. Termination Without Cause. If Employee is terminated without cause after the execution of this Agreement and Employee is then willing and able to perform all of the duties of the City Administrator under this Agreement, then, in that event, the City shall pay to Employee a sum equal to three (3) months base salary if termination without cause occurs within the first three (3) months of employment, and the City shall pay six (6) months base salary if termination without cause occurs within the next three (3) months of employment (months 3 – 6) and one (1) additional month base salary for each additional year of employment to a maximum of nine (9) months base salary. Such payment to be paid on the City's regular pay dates. No benefits to Employee shall accrue, however, during this payout period.

B. Termination for Cause. In the event Employee's employment is terminated for cause by the Council at any time after this Agreement is executed, the City shall have no obligation to pay any severance or other benefit payments. "For cause" shall mean termination upon: (i) the breach of Section 16 of this Agreement by Employee; (ii) embezzlement, fraud, theft, or dishonesty, or a commission of a crime involving fraud or deception; (iii) breach of fiduciary responsibilities, misfeasance, malfeasance, or gross negligence of Employee in the performance or non-performance of his duties; (iv) any violation of the City's personnel policy or rules of the City, the violation of which would be a terminable offense under such rule or regulation.

C. Suspensions. City may suspend Employee pursuant to this paragraph C only. Any suspension of Employee inconsistent with the terms of this paragraph C shall be considered a termination within the meaning and context of paragraph A above.

Upon the presentment of a written complaint to Employee by the City Council alleging (i) the breach of Section 16 of this Agreement by Employee; (ii) embezzlement, fraud, theft, or dishonesty, or a commission of a crime involving fraud or deception; (iii) misfeasance, malfeasance, or gross negligence of Employee in the performance or non-performance of his duties; (iv) any violation of the City's personnel policy or rules of the City, the violation of which would be a terminable offense under such rule or regulation, then the City Council may, but is not obligated to, suspend Employee with pay for purposes of investigating the allegations presented.

D. Voluntary Resignation. If Employee terminates this Agreement by voluntary resignation of the position of City Administrator, Employee shall give the City Council no less than 30 days' notice in writing in advance unless the Council agrees otherwise. In the event Employee voluntarily resigns the position of City Administrator, the City shall have no obligation to pay Employee any amount provided for under this Section 14.

E. Reduction of Salary and Benefits. In the event Council at any time during the term of this Agreement reduces the salary, compensation, or other financial benefits of Employee in a greater percentage than an applicable across the board reduction of all other employees of the City, or Employee resigns following a formal request for his resignation by the Council during a City Council meeting, then, in that event, Employee may, at his option, be deemed to be "terminated without cause" at the date of such reduction or upon the request for resignation within the meaning and context of Section 14.A. herein

Section 15. Cellular Phone and Laptop. The City shall provide Employee with a mobile telephone for both professional and personal use in accordance with any City policies regarding City provided cell phones. The City will also provide Employee with a laptop or similar device for city business.

Section 16. Conflict of Interest. As the City Administrator is the chief administrator of the City, Employee agrees not to violate any applicable state or local conflict of interest and anti-nepotism laws, ordinances or policies.

During the Term(s) of *this* Agreement, Employee shall not, either individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits or the extraterritorial jurisdiction of the City, except for stock ownership in a company whose capital stock is publicly held and regularly traded on any stock exchange, without the prior written approval of the Council. For and during the Term of the Agreement, Employee shall, except for a personal residence or residential property acquired or held for future use as Employee personal residence, not invest in any other real estate or property improvements within the City, without the prior written consent of the Council.

Section 17. Indemnification. To the extent it may be permitted to do by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the City does hereby agree to defend, hold harmless, and indemnify Employee from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against Employee in Employee's individual or official capacity as an employee and as City Administrator, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of Employee, as an employee of the City, acting within the course and scope of the Employee's employment with the City; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that Employee committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the City or by Employee. The selection of Employee's legal counsel shall be with the mutual agreement of Employee and

the City if such legal counsel is not also City's legal counsel. A legal defense may be provided through insurance coverage, in which case Employee's right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. To the extent this Section 17 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Section 17 shall survive the termination, expiration or other end of this Agreement and/or Employee's employment with the City.

Section 18. Appropriations. The Council agrees to appropriate available and unappropriated funds of the City in an amount sufficient to fund and pay all financial obligations of the City pursuant to this Agreement, including, but not limited to, the severance pay, salary and benefits set forth and described herein.

Section 19. Notices. Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) EMPLOYER: Mayor
City of Jamaica Beach
5264 Jamaica Beach
Jamaica Beach, TX 77554

(2) Kendal Francis
704 Lincoln
Coffeyville, Kansas, 67337

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service or a commercial carrier.

Section 20. General Provisions.

A. Section Headings. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

B. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Texas. This Agreement is performable in Galveston County, Texas, and venue shall lie exclusively in Galveston County, Texas.

C. Severability. In the event any one or more of the sections, provisions or clauses contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

D. Entire Agreement. This Agreement incorporates all the agreements, covenants and understandings between the City and Employee concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No other prior agreements or understandings, verbal or otherwise, of the parties or their agents, shall be valid or enforceable unless embodied in this Agreement.

E. Amendment. This Agreement shall not be modified or amended except by approval of a majority of the Council and executed written instrument by Employee and the Mayor of the City of Jamaica Beach.

F. Effective Date. This Agreement shall be and become in full force and effect as of the date above first written upon the adoption and approval of the Council, and the execution and delivery hereof by the authorized officer of the City and Employee.

G. Counterparts. This Agreement may be executed in duplicate original counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one in the same instrument.

IN WITNESS WHEREOF, the date this Agreement is made between the two parties, Employee and the City, as of the date first written above.

Mayor, City of Jamaica Beach

Kendal Francis

ATTEST:

City Secretary