



Incorporated December 27, 1912
www.seadrifttx.org

CITY OF SEADRIFT
Post Office Box 159
501 S. Main Street
Seadrift, Texas 77983
Tel: (361) 785-2251
Fax: (361) 785-2208
Email: seadrift@seadrifttx.org



NOTICE OF PUBLIC MEETINGS

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ALL CITY COUNCIL MEETINGS ARE OPEN TO THE PUBLIC
CLOSED SESSIONS CAN ONLY BEGIN FROM AN OPEN, PUBLIC SESSION WITH THE CLOSED
SESSION REQUIRED TO OPEN BACK UP INTO A PUBLIC MEETING BEFORE ADJOURNING
USE OF DEROGATORY COMMENTS, INAPPROPRIATE LANGUAGE, OFFENSIVE COMMENTS
AND ETC. WILL NOT BE TOLERATED.
THREATS AGAINST DULY ELECTED CITY OFFICIALS ARE VIOLATIONS OF PENAL CODE
SECTION 76 AND CAN BE PROSECUTED AS A FELONY

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WORK SESSION AGENDA
THURSDAY, JULY 6, 2023, at 6:45 PM

The City of Seadrift City Council will meet in an Agenda Review Work Session in City Council Chambers, 501 S. Main Street. The work session is limited to review of the Regular Meeting Agenda, below.
No Action will be taken during the Work Session

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REGULAR MEETING AGENDA
THURSDAY, JULY 6, 2023, at 7:00PM

The City of Seadrift City Council will meet in a Regular Meeting at 501 S. Main Street in Council Chambers for the purpose of discussing, considering, reviewing, and taking any action needed on the following: *The following items may be considered in order of sequence OR the order may be moved around at the discretion of the Mayor:*

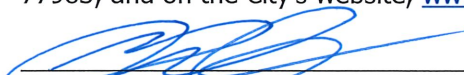
1. **INVOCATION & PLEDGES TO US FLAG AND TEXAS FLAG**
2. **CONSENT AGENDA:** All consent agenda items listed in this item are considered to be routine by the City Council and will be enacted by motion and vote. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda. Information concerning consent agenda items is available for public view.
 - a. Consider/Approve Previous Month's Meeting Minutes (with any corrections)
 - b. Consider/Approve Accounts Payable (Bills)
3. **DEPARTMENT HEAD REPORTS:**
 - a. Police b. Court c. Police d. Fire Dept/other Public Safety e. Permits f. Code Enforcement
 - g. Harbor h. Parks/Recreation i. Streets/Drainage j. Utilities k. Solid Waste l. General
4. **CITIZEN COMMENT:** Any person with business before the City Council, not already on this agenda, may speak to the Council. Individuals desiring to speak to a particular subject NOT ON THIS AGENDA may do so and need to sign up to speak including subject matter by the time the meeting begins. These public comments may have a time limitation, per person, per subject at the discretion of the Mayor at the time of the Public Comments.
IF any Public Information is requested that is not already available in the meeting the individual should request the information needed on the prescribed form available at City Hall during normal operating hours.
NO Personnel Complaints can be brought before the Council under public comment.
IF there is a personnel complaint it is done by following the prescribed legal manner starting with a formal, signed complaint at City Hall.
NO Formal action can be taken by Council on any items brought up during Public Comments.

[Handwritten signature]
06/30/2023
@10:50AM

5. **GRANTS & PROJECTS:** Consider/Approve/Take Action, Adopt Resolutions on Grants, Projects, Professional Services, Awards, Authorize Bidding/Purchases, Projects in Progress, Applications, Future Projects, Resolutions, Contracts, Payment of Invoices, Fund Distribution and/or additional Public Hearings.
6. **MUNICIPAL HARBOR 10-YEAR LEASE FOR 100a:** Consider/Approve/Take any action to approve a 10-year lease, at current rate, for the lessee located at 902 S. Main Street.
7. **MUNICIPAL HARBOR – LEASE 110 PIER REBUILD:** Consider/Approve/Take any action to approve pier rebuild at end of Lease 110 (2nd Street Extension).
8. **BOAT LAUNCH FEES:** Consider/Approve/Take any action after hearing concerns about boat launch fees.
9. **INTERLOCAL AGREEMENT:** Consider/Approve/Take any action to approve and extend existing General Interlocal Agreement with Calhoun County.
10. **EXECUTIVE SESSION:** *At any time, during the Regular Meeting*, the City Council may adjourn into an Executive Session, as needed, on any item listed, including the items listed here and which the Texas Government Code section 551 authorizes Executive Sessions to be held: Sections 551.071 (attorney consultation), 551.072 (Real Property), 551.073 (Gifts & Donations), 551.074 (Personnel), 551.076 (Security) and 551.087 (Economic Development).
11. **HARBOR MASTER:** Consider/Review/Take any action on status of Harbor Master Position.
12. **SEADRIFT POLICE DEPARTMENT:** Consider/Review/Take any action on resignations, inter-departmental grievances, status of K9, Lieutenant Position, Sargent Position, Chief Position.
13. **ADMINISTRATION:** Consider/Review/Take any action on administration of City and its Departments and any resignations.
14. **COUNCIL CORRESPONDENCE**
15. **ADJOURN**

CERTIFICATION

I, Gabriela Torres, City Secretary, do hereby certify that the above Agenda was posted on the City Hall bulletin board, a convenient and readily accessible place to the public at all times, at 501 S. Main St., Seadrift, Texas 77983, and on the City's website, www.seadrifttx.org in compliance with Chapter 551, Texas Government Code.



Gabriela Torres, City Secretary

Date Posted: 06/30/2023 @ 10:50 A.M.
(Date Stamped, Month, Day, Year, AM/PM, Time)

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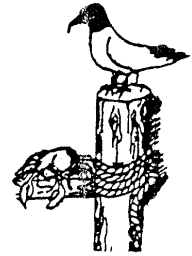
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JULY 6, 2023 REGULAR CITY COUNCIL MEETING

MAYOR

ELMER DEFOREST, *POLICE DEPARTMENT*

CITY COUNCIL MEMBERS

MAYOR PRO-TEM (ALDERMAN)

RANIER BRIGHAM, *PUBLIC SAFETY, STREETS & DRAINAGE*

ALDERMAN

TRACEY JOHNSON, *PARKS & RECREATION*

ALDERMAN

GEOFFREY HUNT, *MUNICIPAL HARBOR*

ALDERMAN

ELDON DALE GAINES, *SOLID WASTE*

ALDERMAN

KENNETH REESE, *PUBLIC UTILITIES*

The City Council met in a Regular Meeting on July 6, 2023, at the City Hall Council Chamber located at 501 S. Main St., Seadrift, TX 77983.

PRESENT

Elmer DeForest, *Mayor*

Ranier Brigham, *Mayor Pro-Tem*

Kenneth Reese, *Aldersperson*

Eldon Gaines, *Aldersperson*

Geoff Hunt, *Aldersperson*

Tracey Johnson, *Aldersperson*

WORK SESSION

Mayor DeForest called the Work Session to order at 6:45 p.m. The City Council met in an Agenda Review Work Session to review the Meeting Agenda.

Work Session closed at 6:58 p.m.

CALL TO ORDER

Mayor DeForest called the meeting to order at 7:00 p.m.

1. INVOCATION AND PLEDGE OF ALLEGIANCE

Beverly Smith gave the invocation and Mayor DeForest led the pledges to the US and Texas flags.

2. CONSENT AGENDA

MOTION: Aldersperson Johnson made the motion to approve the consent agenda as presented.

Aldersperson Brigham seconded the motion.

VOTE: Motion carried unanimously 5-0.

3. DEPARTMENT HEAD REPORTS

a. POLICE

Police Chief Marie Carisalez read the Police Report for June 2023 with 30 calls for service, 6 traffic stops, 3 reports written, and 2 arrests for the month. Police Chief Carisalez stated that hurricane season is upon us and that residents be prepared with emergency food and water supplies, emergency medicine supplies, emergency power sources, safety and personal items, important documents, and a fire extinguisher.

**CITY OF SEADRIFT
COUNCIL MEETING MINUTES – JULY 6, 2023**

b. MUNICIPAL COURT

Marilyn Dufner, Court Clerk, read the Municipal Court Report for June 2023 with 5 new cases, 79 closed cases, 68 current cases, and \$2,663.00 fines collected for the month.

c. PUBLIC SAFETY

Aldersperson Brigham did not have a report.

d. PERMITS

Mayor DeForest read the Permit Report for June 2023 with a total gross property valuation increase of \$435,803.

e. CODE ENFORCEMENT

Mayor DeForest read the Code Enforcement Report for June 2023 with 2 letters sent out for the month.

f. HARBOR

Aldersperson Hunt did not have a report for Harbor.

g. PARKS AND RECREATION

Aldersperson Johnson did not have a report for Parks and Recreation, but thanked Bubba's Restaurant for holding a fireworks show on 4th of July.

h. STREETS AND DRAINAGE

Aldersperson Brigham did not have a report on Streets and Drainage.

i. UTILITIES

Aldersperson Reese read the Utility Report for June 2023 with no water or sewer taps installed inside the City, and no water taps in Swan Point Landing installed for the month.

j. SOLID WASTE

Aldersperson Gaines did not have a report for Solid Waste.

k. GENERAL

Mayor DeForest read the report for June 2023 with 6 driveway culverts installed and 7 burn permits issued for the month.

EXECUTIVE SESSION #1

Mayor DeForest opened the executive session at 7:16 p.m.

The City Council ended its executive session at 7:45 p.m. with the reason for the executive session being Section 551.071 Consultation with Attorney and Section 551.074 Individual Personnel Matters.

Meeting returned to an open meeting at 7:45 p.m.

Mayor DeForest moved to agenda item #11.

11. HARBOR MASTER SELECTION – CHRISTOPHER JOHN INGRAM

The City of Seadrift had 11 applicants for the Harbor Master position. Those applicants were: David Crumley, Wesley Blevins, Jared Amstead, Randal Cain, Christopher John Ingram, James Cunningham, Gary Von Adams, Frank Gerking Jr., Ronnie Hodges, Bryan Rudd, and Howard Heath. The Interview Team consisted of Geoffrey Hunt, Kenneth Reese, Gabriela Torres, and Marilyn Dufner; interviews were held on Tuesday, June 27, 2023. The Interview Team's top three selections were: Christopher John Ingram, James Cunningham, and Bryan Rudd.

MOTION: Aldersperson Brigham made the motion to select Christopher John Ingram as Harbor Master for the City of Seadrift. Aldersperson Hunt seconded the motion.

VOTE: Motion carried 4-1-0.

Aye: Ranier Brigham, Geoffrey Hunt, Tracey Johnson, Eldon Dale Gaines

Nay: Kenneth Reese

Abstain/Absent: None

**CITY OF SEADRIFT
COUNCIL MEETING MINUTES – JULY 6, 2023**

Mayor DeForest moved back to item #4.

4. CITIZEN COMMENTS

- Julie Nguyen commented that morale has been low in the City, and there has been a lot of negativity. Regarding the murder that occurred in Seadrift back in April 2023, Julie stated that she felt that it was handled well, even though the public was not notified right away. She felt that there were reasons for not notifying the public and that the first 48 hours are the most critical. She continued by stating that the perpetrator was caught within 72 hours and that was a good thing. Mayor DeForest commented that the Seadrift Police Department will be updating their manual regarding keeping residents updated when incidents like this occur.
- Paul Gonzales commented that the Mayor and City Council were elected to be the voice of Seadrift and manage the police department budget. Paul remarked that the city has a police department without supervision and can do whatever they want to do with any repercussions. Paul stated that an officer using excessive force to retain an elderly woman – Mayor DeForest interrupted Paul Gonzales by explaining that it was an old case. Paul asked that they let him finish his comments. Paul specified that the code states that a peace officer may not intentionally use a chokehold, carotid artery hold, or similar neck restraint in searching or arresting a person unless the restraint is necessary to prevent serious bodily injury to or the death of the officer or another person. He continued by stating that this is what the City should be looking at. Paul asked Council, with the George Floyd incident and subway incident with a marine, what will it take for the City to remove some people that are doing this and giving the City a bad name. With the City being a small town and having less than a million dollars in their budget, what would happen if they were sued? Paul conveyed that he was concerned about the direction that the City is going in, but is hopeful for the new police department that will be coming in. Paul expressed to the City Council and the Mayor that he did not want the City to be sued because of the City not holding their own people accountable.

5. GRANTS & PROJECTS

There was no formal action to be taken, but Mayor Deforest gave an update on several grant projects. Mayor DeForest stated the following: Seawall Restoration Project should be starting within the next week; Alderman Kenneth Reese saw vehicles down at the bayfront and work should be starting soon; Tracey Johnson has identified a grant to help with the cost of playground equipment, but that will be once the seawall project is completed; and Harbor EDA Project is getting close to going out for advertising and bidding soon.

MOTION: No action taken.

6. MUNICIPAL HARBOR 10-YEAR LEASE FOR 100a

Randal Cain, lessee of 100a, was in attendance to request a 10-year lease at the current rate.

MOTION: Alderperson Johnson made the motion to approve a 10-year lease, at the current rate for the lessee #100a located at 902 S. Main Street.

VOTE: Motion carried 4-1-0.

Aye: Ranier Brigham, Geoffrey Hunt, Tracey Johnson, Eldon Dale Gaines

Nay: Kenneth Reese

Abstain/Absent: None

**CITY OF SEADRIFT
COUNCIL MEETING MINUTES – JULY 6, 2023**

7. MUNICIPAL HARBOR – LEASE 110 PIER REBUILD

Randal Cain, lessee of 110, was in attendance to discuss the pier in this lease at 110. Mayor DeForest commented that the engineer with the EDA Project, Urban Engineering, stated that they needed documentation showing approval from the USACD. Randal commented that the EDA project would remove and dispose of 41 pilings to which Mayor DeForest clarified that if Randal was going to do renovations that would be removed from within the grant. Randal asked if the money could be reallocated to put the pier in 110 back for the community. Mayor DeForest answered that, from his understanding, that would not be able to be done since the grant language states that those pilings would be removed. Mayor DeForest explained that the City would have to make a project amendment and it would be handled by the engineer hired for this project. Randal stated that the City could make an amendment to remove the language about the removal of the 41 pilings and allocate those funds to replace/rebuild the pier instead. Mayor DeForest explained that there would be a change in the plans but could be rejected. Randal asked if he has approval to rebuild the pier, to which Mayor DeForest stated that Council would be the ones to give that approval.

MOTION: Alderperson Hunt made the motion to approve pier rebuild for lease 110. Alderperson Reese seconded the motion.

VOTE: Motion carried unanimously 5-0.

8. BOAT LAUNCH FEES

Randal Cain asked Council about the holes at the boat ramp, to which Alderperson Geoffrey Hunt stated that he is in communication with the lessee that has the boat launch in their area of responsibility. Randal stated that for the lessee to honor their contract, they had 10 days to get the repairs completed. Mayor DeForest stated that the City would be giving them leeway to get this completed. Randal stated that in a previous meeting, it was stated that the EDA grant project would take care of the washout in the ramp and dig out the boat ramp. Mayor DeForest corrected Randal by stating that the EDA would be digging out the Harbor and there was nothing in the project about repairing the boat ramp. Randal commented that the areas of responsibility show that the boundaries include the parking lot, but the Public Works Director Robert Bryant was seen eight months ago putting loads of road base in that area. Randal asked why the City would pay for that, if it is in the lessees are of responsibility to maintain. Mayor DeForest stated that he did not know why that was done but would reach out to the Public Works Director. Randal asked that since the City owns the boat ramp, why does the City not collect the fees. Mayor DeForest explained that the boat ramp is a part of their lease and like every other commercial lease in the Harbor, they can charge their fees and make money off that commercial lease. Randal stated that the lessee can stop people from accessing it, and Mayor DeForest agreed that they control it and have the right to deny service just like any other commercial lease in the Harbor. Mayor DeForest stated that there would be no action taken on this item.

MOTION: No action taken.

9. INTERLOCAL AGREEMENT – CALHOUN COUNTY

MOTION: Alderperson Reese made the motion to approve and extend the existing General Interlocal Agreement with Calhoun County. Alderperson Johnson seconded the motion.

VOTE: Motion carried unanimously 5-0.

Copy of General Interlocal Agreement with Calhoun County attached.

EXECUTIVE SESSION #2

Mayor DeForest opened the executive session at 8:50 p.m.

The City Council ended its executive session at 11:00 p.m. with the reason for the executive session being Section 551.071 Consultation with Attorney and Section 551.074 Individual Personnel Matters.

Meeting returned to an open meeting at 11:06 p.m.

**CITY OF SEADRIFT
COUNCIL MEETING MINUTES – JULY 6, 2023**

12. SEADRIFT POLICE DEPARTMENT – LOUIS WARREN’S RESIGNATION ACCEPTANCE

MOTION: Alderperson Johnson made the motion to accept Louis Warren’s resignation of employment from the Seadrift Police Department, as written on June 26, 2023, as accepted by the mayor, from an email to Police Chief Marie Carisalez, and remain on paid leave until Monday, July 10, 2023. Alderperson Gaines seconded the motion.

VOTE: Motion carried 4-0-1

Aye: Kenneth Reese, Geoffrey Hunt, Tracey Johnson, Eldon Dale Gaines

Nay: None

Abstain: Ranier Brigham

13. ADMINISTRATION

MOTION: No action taken.

14. COUNCIL CORRESPONDENCE

15. ADJOURN

MOTION: Alderperson Johnson made the motion to adjourn the meeting. Alderperson Gaines seconded the motion.

VOTE: Motion carried unanimously 5-0.

Meeting adjourned 11:09 P.M.

Gabriela Torres, City Secretary

Elmer DeForest, Mayor

Approved: _____

GENERAL INTERLOCAL AGREEMENT

THE STATE OF TEXAS §

COUNTY OF CALHOUN §

This contract is made and entered into this 26 day of July, 2023, by and between Calhoun County, Texas, hereinafter referred to as the "County," and the City of Seadrift, Texas, hereinafter referred to as the "City."

WITNESSETH

In consideration of the mutual covenants and agreements set forth in this Contract, and other good and valuable consideration stated herein below, County and City hereby mutually agree as follows:

**ARTICLE I.
PURPOSE**

It is the purpose of this contract to improve and encourage the efficiency and effectiveness of the County and the City by authorizing the fullest range of intergovernmental cooperation.

Specifically, the County is hereby contracting and agreeing with the City to perform certain governmental functions and services. These governmental functions and services include the undertaking of maintenance or repair of roads, highways and/or streets located within the corporate limits of the City. Pursuant to Section 791.001 of the Texas Government Code, the City desires the County to perform certain maintenance and repairs to its streets and drainage as determined by the City and the Commissioner of Calhoun County Pct. 4; and pursuant to section 791.001, the work is to be performed within the city limits of Seadrift and the City agrees to reimburse the County for these services. The City hereby agrees to reimburse the County for labor and other expenses incurred by the County in performance of this Contract. This reimbursement shall be either monetary or in-kind services between the City and the County and shall be charged out by each entity to the other.

**ARTICLE II.
AUTHORITY**

This Contract is entered into by the parties hereto pursuant to the Texas Interlocal Cooperation Act, Section 791.002 of the Texas Government Code. The authority for the legislation is set out in said Interlocal Cooperation Act.

This Contract shall be governed by and subject to the laws of the State of Texas and, specifically, any of the terms and conditions of this Contract are subject to and shall be construed in accordance with the construction of the Texas Interlocal Cooperation Act recited hereinabove.

**ARTICLE III.
CONSIDERATION**

In consideration for the County providing the governmental functions and services as set out hereinabove, the City hereby agrees to pay the County the sum of \$1 per year due on the anniversary date of the execution of this Contract.

**ARTICLE IV.
TERM**

The term of the Contract shall commence on the date of execution hereof and shall terminate five years later, unless extended by mutual agreement.

**ARTICLE V.
SPECIFIC APPROVAL REQUIRED**

Pursuant to Section 701.011 of the Texas Government Code, if the County enters into an interlocal contract under which the County agrees to undertake projects for the construction, improvement, or repair of buildings, roads, streets, or other facilities, the Commissioners' Court of Calhoun County must give specific written approval to each individual project before the project is begun. The written approval must be given in a document separate from the interlocal contract and must describe the type of project to be undertaken and identify the location of the project.

**ARTICLE VI.
SEVERABILITY**

If any provision of the Contract is held invalid, such invalidity shall not affect other provisions or applications of the Contract which can be given effect without the invalid provision or application, and to that end, the provisions of this Contract are declared to be severable.

**ARTICLE VII.
MISCELLANEOUS PROVISIONS**

This Contract constitutes the entire agreement between County and City and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.

No amendment, modifications, or alteration of the terms of this Contract shall be binding unless it is in writing, dated subsequent to the date of this Contract, and duly executed by the parties to this Contract.

If, as a result of a breach of this Contract by either party, the other party employs an attorney or attorneys to enforce his rights under this Contract, then the defaulting party agrees to pay the other parties' reasonable attorney's fees and costs incurred to enforce this Contract.

This Contract shall be binding upon and inure to the benefits of the parties hereto, their respective heirs, executors, administrators, legal representatives, successors and assigns.

**EFFECTIVE ON LATEST OF THE BELOW PASSED/APPROVED DATES
EXECUTED IN DUPLICATE, SIGNED ORIGINALS**

Passed and approved on this the 20 day
of July, 2023

PASSED AND APPROVED this the 6th day
of July, 2023

**CALHOUN COUNTY
STATE OF TEXAS**

**CITY OF SEADRIFT
STATE OF TEXAS**

By: [Signature]
Richard Meyer
Calhoun County Judge

By: [Signature]
Elmer DeForest
Mayor

By: [Signature]
David Hall
Commissioner, Precinct #1

By: [Signature]
Ranier Brigham
Council – Mayor ProTem

By: [Signature]
Vern Lyssy
Commissioner, Precinct #2

By: [Signature]
Kenneth Reese
Council

By: [Signature]
Joel Behrens
Commissioner, Precinct #3

By: [Signature]
Geoffrey Hunt
Council

By: [Signature]
Gary Reese
Commissioner, Precinct #4

By: [Signature]
Tracey Johnson
Council

ATTEST:

By: [Signature]
~~Kenneth Reese~~ Dale Gaines
Council

By: [Signature]
~~Anna Goodman~~ Kaddie Smith
~~County Clerk~~ deputy
Calhoun County, Texas

ATTEST:

By: [Signature]
Gabriela Torres
City Secretary
City of Seadrift





Incorporated December 27, 1912
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SPECIAL MEETING AGENDA

TUESDAY, JULY 18, 2023, at 6:00PM

The City of Seadrift City Council will meet in a Special Meeting at 501 S. Main Street in Council Chambers for the purpose of discussing, considering, reviewing, and taking any action needed on the following: *The following items may be considered in order of sequence OR the order may be moved around at the discretion of the Mayor:*

- 1. INVOCATION & PLEDGES TO US FLAG AND TEXAS FLAG**
- 2. GENERAL FUND BUDGET:** Review/Consider General Fund Budget Changes, Raises, Salaries & etc.
- 3. TRACTOR-MOWER:** Consider/Approve/Take any action to approve the following:
 - a. Purchase of new Tractor-Mower to replace Mahindra using Covid funds.
 - b. Declare Mahindra as surplus and put up for auction through online method as previously done on other equipment.
- 4. HYDRO-JET MACHINE:** Consider/Approve/Take any action to approve purchase of new Waterjet/Hydro-Jet machine to replace old one using Covid funds.
- 5. MUNICIPAL HARBOR LEASE CONTRACT:** Consider/Approve/Take any action to approve long-term Lease Agreement format.
- 6. HARBOR MASTER ORDINANCE:** Review/Consider/Approve/Take any action needed to amend Harbor Master Ordinance.
- 7. EXECUTIVE SESSION:** *At any time, during the Regular Meeting*, the City Council may adjourn into an Executive Session, as needed, on any item listed, including the items listed here and which the Texas Government Code section 551 authorizes Executive Sessions to be held: Sections 551.071 (attorney consultation), 551.072 (Real Property), 551.073 (Gifts & Donations), 551.074 (Personnel), 551.076 (Security) and 551.087 (Economic Development).
- 8. COUNCIL CORRESPONDENCE**
- 9. ADJOURN**

CERTIFICATION

I, Gabriela Torres, City Secretary, do hereby certify that the above Agenda was posted on the City Hall bulletin board, a convenient and readily accessible place to the public at all times, at 501 S. Main St., Seadrift, Texas 77983, and on the City's website, www.seadrifftx.org in compliance with Chapter 551, Texas Government Code.

Gabriela Torres, City Secretary

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Date Posted: *07/14/2023*

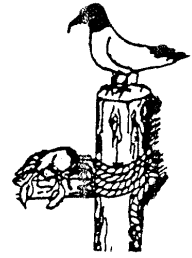
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JULY 18, 2023 SPECIAL CITY COUNCIL MEETING

MAYOR
ELMER DEFOREST, *POLICE DEPARTMENT*

CITY COUNCIL MEMBERS

MAYOR PRO-TEM (ALDERMAN)
RANIER BRIGHAM, *PUBLIC SAFETY, STREETS & DRAINAGE*

ALDERMAN
TRACEY JOHNSON, *PARKS & RECREATION*

ALDERMAN
GEOFFREY HUNT, *MUNICIPAL HARBOR*

ALDERMAN
ELDON DALE GAINES, *SOLID WASTE*

ALDERMAN
KENNETH REESE, *PUBLIC UTILITIES*

The City Council met in a Special Meeting on July 18, 2023, at the City Hall Council Chamber located at 501 S. Main St., Seadrift, TX 77983.

PRESENT

Elmer DeForest, *Mayor*
Ranier Brigham, *Mayor Pro-Tem*
Kenneth Reese, *Aldersperson*
Eldon Dale Gaines, *Aldersperson*
Tracey Johnson, *Aldersperson*

ABSENT

Geoffrey Hunt, *Aldersperson*

CALL TO ORDER

Mayor DeForest called the meeting to order at 6:00 p.m.

1. INVOCATION AND PLEDGE OF ALLEGIANCE

Jack Crockman gave the invocation and Mayor DeForest led the pledges to the US and Texas flags.

2. REVIEW OF PROPOSED 2023-2024 FY GENERAL FUND BUDGET

Mayor DeForest provided a proposed 2023-2024 FY General Fund Budget with possible changes, raises, and salaries for Council to review.

MOTION: No action taken.

Copy of proposed 2023-2024 FY General Fund Budget attached.

3. TRACTOR-MOWER

a. PURCHASE OF 2023 JOHN DEERE 3025E TRACTOR

The City received three quotes for tractors from the following vendors: Shoppa's John Deere for a 2023 John Deere 3025E Compact Utility Tractor for \$15,379.37 (this included a trade in value for the 2020 Mahindra for \$11,000), Kubota Tractor Corporation for a L2502HST Tractor for \$19,346.67 (this included a trade in value for the 2020 Mahindra tractor for \$6,500), and Hlavinka with a MF1825E Hydro Economy Tractor for \$22,450.

MOTION: Aldersperson Johnson made the motion to approve purchase of the 2023 John Deere 3025E Compact Utility Tractor, using COVID funds, and authorize trade-in of the Mahindra tractor. Aldersperson Gaines seconded the motion.

VOTE: Motion carried unanimously 4-0.

**CITY OF SEADRIFT
COUNCIL MEETING MINUTES – JULY 18, 2023**

b. 2020 MAHINDRA – SURPLUS

MOTION: No action taken.

4. HYDRO-JET MACHINE

MOTION: No action taken.

5. MUNICIPAL HARBOR LEASE

Mayor DeForest presented City Council with a proposed Commercial Harbor Lease Agreement. Mayor DeForest explained that this agreement would be used for regular leases (one-year) and long-term leases. He further explained that some of the changes included were in Section 4. Damages, Wear & Tear to Lease that was more in line with the guidelines the City has in place for other ordinances. He expressed that in the previous agreement stated that lessees had 10 days to begin repairs, but if it required bidding out for a contractor, there was no way for that to be completed within 10 days. Under this new agreement, the lessee would be notified via written notice and must begin replacement or repairs within thirty (30) days. The lessee shall also notify the City of corrective measures taken. If no action is taken after sixty days from the date of the original notice, and after thirty days of no notification from lessee of why no action has been taken, the City shall make such repairs or replacements as deemed necessary. The lessee will have to pay the costs within thirty (30) days after notification is sent via an invoice. If the lessee fails to pay the invoice after sixty (60) days, the lease shall be deemed terminated.

MOTION: Alderperson Brigham made the motion to approve the proposed Commercial Harbor Lease Agreement. Alderperson Reese seconded the motion.

VOTE: Motion failed; no action taken.

Aye: Ranier Brigham, Kenneth Reese

Nay: Tracey Johnson, Eldon Dale Gaines

Absent: Geoffrey Hunt

Abstain: Elmer DeForest; Mayor DeForest stated that he would not be voting on this item to break the tie.

Mayor DeForest stated that this item would be revisited in the August 2023 meeting.

Copy of proposed Commercial Harbor Lease Agreement attached.

6. HARBOR MASTER ORDINANCE

Mayor DeForest presented City Council a proposed amended ordinance for the Harbor Master. Mayor DeForest noted that red entries represented the proposed amendments.

MOTION: Alderperson Brigham made the motion to approve the proposed Harbor Master Ordinance (Harbor 02). Alderperson Reese seconded the motion.

VOTE: Motion failed; no action taken.

Aye: Ranier Brigham, Kenneth Reese

Nay: Tracey Johnson, Eldon Dale Gaines

Absent: Geoffrey Hunt

Abstain: Elmer DeForest; Mayor DeForest stated that he would not be voting on this item to break the tie.

Mayor DeForest stated that this item would be revisited in the August 2023 meeting.

Copy of proposed Harbor Master Ordinance (Harbor 02) attached.

7. EXECUTIVE SESSION

No executive session was called. No action taken.

**CITY OF SEADRIFT
COUNCIL MEETING MINUTES – JULY 18, 2023**

8. COUNCIL CORRESPONDENCE

9. ADJOURN

MOTION: Alderperson Johnson made the motion to adjourn the meeting. Alderperson Gaines seconded the motion.

VOTE: Motion carried unanimously 4-0.

Meeting adjourned at 6:55 P.M.

Gabriela Torres, City Secretary

Elmer DeForest, Mayor
Approved: _____



PROPOSED 2023 - 2024 GENERAL FUND EXPENDITURES

Table with columns: Line #, CITY OF SEADRIFT GENERAL FUND, PROPOSED 2023 - 2024 GENERAL EXPENDITURE BUDGET, 2022 - 2023 Current Exp. Budget, 2022 - 2023 ACTUAL EXPENDITURES. Rows include categories like ADMINISTRATION & OFFICE EXPENSE, CAPITAL OUTLAY, ELECTED OFFICIALS SALARIES, EMPLOYEE SALARIES, LEGAL & PROFESSIONAL SERVICES, MUNICIPAL COURT EXPENSE, PARKS & RECREATION, GENERAL PROPERTY MAINT, GENERAL MAINT. REPAIR & OPS, PROPERTY INSURANCE, PUBLIC HEALTH & SAFETY EXPENSE, SERVICES CONTRACTED, and STREETS & DRAINAGE MAINT.

ADOPTED: MEETING AT WHICH PROPOSED 2023-2024 TAX RATE WAS ADOPTED: PUBLIC HEARING HELD 7/7/2023 TO SET PROPOSED 2023-2024 TAX RATE \$6.7777 BUDGET ADOPTED WITH A \$6.7777 RATE PER \$100 VALUATION

AMENDED: THE 3 BOXES ABOVE SHOULD EQUAL

**CITY OF SEADRIFT
COMMERCIAL HARBOR LEASE AGREEMENT**

DATE: _____ **LEASE #** _____

911 Address: _____

I. PARTIES:

On this day, _____, _____ The City of Seadrift, Texas as owner, hereinafter referred to as "LESSOR" and _____ whose mailing address is **P.O. BOX 159, SEADRIFT, TEXAS 77983**, hereinafter referred to as "LESSEE" enter into the following agreement respecting the above numbered lease.

II. LEASE LINEAR FEET:

- a. LESSOR hereby provides _____ Linear Feet of waterfront footage at the above numbered lease at the harbor as indicated.
- b. LESSEE shall use the above numbered lease for the purpose of engaging in the purchase and sale or purchase for resale of aquatic products, or other business activities specifically approved by LESSOR, such as shipyards, recreational business, retail sales, launching and etc.

III. LEASE TERM:

- a. The term of this agreement is for a period of _____ beginning on the _____ day of _____, _____ and EXPIRES and TERMINATES on the _____ day of _____, _____.
- b. The consideration for this agreement is a flat fee of \$ _____ OR \$ _____ per water front foot, whichever is greater, with said sums payable annually in advance at Seadrift City Hall, in Seadrift, Texas.
- c. During the time of this long-term lease the LESSOR may not increase the lease during the time of this lease for any reason.
- d. This long-term lease will expire and terminate on the above date at which time the LESSOR may increase or decrease the lease fee for another agreed to term.
- c. In the event that LESSEE does not agree to or fails to negotiate a lease fee by the expiration of the lease, the lease shall terminate. LESSOR shall notify LESSEE sixty (60) days or more before the expiration/termination date of any rate increases approved by City Council.

IV. SUBLEASE OR PURCHASE/SALE:

LESSEE shall not assign or sell this lease or agreement or any part of this lease or any part thereof, without the consent of LESSOR first, in writing; provided, however, that such consent shall not be unreasonably withheld, provided that LESSEE and NEW LESSEE agree on terms between themselves and guarantees the lease contract with LESSOR for the full term or remaining term of the lease.

V. LAWS AND ORDINANCES:

LESSEE shall promptly execute and fulfill all ordinances of the City of Seadrift, Texas, applicable to said premises, and all orders and requirements imposed by a Board of Health, Sanitary Department, Police Departments or Harbor Master for correction, prevention and abatement of nuisances in, upon or connected with said premises during the said term of this lease, and will also comply with all such rules and regulations as may be made by LESSOR, its Harbor Master or other duly authorized representatives of law enforcing body, or by the Federal Government, during the term of this lease, or any extension thereof, at LESSEE's own cost and expense.

VI. DAMAGES, WEAR & TEAR TO LEASE:

LESSEES are assigned an area of responsibility by the LESSOR on leasing or renewal of any lease. The LESSEE shall take all precautions necessary to prevent erosion of the banks of the harbor from the wheel-wash of LESSEE's vessel or vessels OR under LESSEE's control. The motor of the vessel shall not be run in gear when the vessel is tied stern to the dock. In the event of destruction or damage to the slip, piers, piling, docks or ramps of LESSOR the LESSEE shall BEGIN replacement or repairs to LESSOR's property within Thirty (30) days from date of a written notice, from the LESSOR and/or Code Enforcement and/or Harbor Master. The LESSEE shall notify LESSOR of what corrective measures for the repair or replacement will be for prior approval, depending on the nature of corrective measures or repairs at the sole cost of LESSEE. In the event LESSEE fails to begin to correct or begin to repair or replace LESSOR's damaged property after Sixty (60) days from the date of original notice to LESSEE, LESSOR shall notify LESSEE of damages by certified mail and after LESSOR receives return card stating that LESSEE has received the letter then LESSEE will have thirty (30) days to notify LESSOR of why there has been a delay and what action LESSEE is taking to repair or replace the damages. If corrective measures or repairs are underway the LESSOR shall take no action while said work is being performed. If LESSEE fails to undertake or begin such corrections or repairs, LESSOR shall make such repairs or replacement at LESSOR's sole discretion, as LESSOR deems necessary. When LESSOR completes the repairs, the LESSEE shall pay the costs thereof within Thirty (30) days after notification by LESSOR of the said cost via an invoice. IF LESSEE FAILS TO PAY THE INVOICE AFTER SIXTY (60) DAYS, THE LEASE SHALL BE DEEMED TERMINATED AND ANY PRE-PAID LEASE FEES WILL BE USED TO DEFRAY THAT INVOICE AMOUNT OWED OR PARTIALLY DEFRAY THE INVOICE AMOUNT OWED, AT WHICH TIME THE LEASE AREA WILL BE OFFERED TO ANOTHER LESSEE.

VII. HAZARDS

In the event that any vessel becomes disabled, sinks or is damaged, or in any manner becomes a nuisance or hazard to navigation or hinders boats accessing LESSOR's property or facilities, LESSEE shall, within Ten (10) days notice from LESSOR or his representative, take all necessary action as approved by LESSOR to abate said hazard at the sole cost of LESSEE. In the event LESSEE fails to comply to remediate said hazard with written notification, then LESSOR may at its sole discretion take any and all action necessary to remediate the hazard, and then LESSEE shall pay the costs thereof when invoiced by the City within Thirty (30) days.

VIII. IMPROVEMENTS:

LESSEE has the right of placing and erecting such buildings and improvements on said premises as shall be necessary and reasonable in use of the lease, provided LESSEE obtains prior written permission from LESSOR. LESSEE retains the right of removing all buildings and improvements owned by him upon the premises at the expiration of this lease, or any extension thereof, provided LESSEE shall not be in default in the performance of any covenants hereof, and provided further that the removal of such property shall be effected before the expiration of said term or any extension thereof, and all damage caused to said premises by such removal shall be repaired by LESSEE on or before the expiration of said term.

IX. IMPROVEMENTS – SPECIAL PROVISIONS:

LESSEE has the right of erecting structures to be used as commercial/business purposes on said premises (such as a restaurant, lodging or other non-seafood endeavor), provided LESSEE obtains prior written permission from LESSOR. LESSEE retains the right of removing all of the said improvements owned by him at the expiration of this lease, or any extension thereof, provided LESSEE shall not be in default in the performance of any covenants hereof, and provided further that the removal of such property shall be effected before the expiration of said term or any extension thereof, and all damage caused to said premises by such removal shall be repaired by LESSEE on or before the expiration of said term.

Furthermore, LESSEE agrees that the improvement, as specified in this clause, shall begin no later than six (6) months from date of this agreement or when permitted through the Development Department and that improvements shall be fifty percent (50%) completed within twelve (12) months and that the improvement shall be one hundred percent (100%) completed within two (2) years or earlier, from of this agreement or the permit from the Development Department.

It is further agreed that if the timeline for this improvement is not met, then LESSEE is in violation of this lease agreement and the lease may be terminated, unless mitigating circumstances are documented.

X. IMPROVEMENTS – PERMITTING

- a. LESSEE may be permitted to make improvements, repairs or expansions as needed AFTER PERMISSION IS GRANTED, Either via the permitting process through the Development Department and/or City Council.
- b. However, this City approval is NOT permission to skip the required approvals and/or permits from the various State and Federal Entities, such as Texas GLO or US Army Corp of Engineers (USACE) or any other such State or Federal Entity having jurisdiction of the applicable improvement, repair or expansion.
- c. IF LESSEE does not get the required approvals and/or permits from any of the above Entities or Entities having jurisdiction in (b) above, will be a violation of this lease agreement and may be subject to termination and, in addition, the LESSEE may be subject to fines and/or penalties from the applicable State or Federal Entities.

Xi. UPKEEP OF LEASE:

LESSEE shall keep premises clean of all weeds, junk, debris abandoned nets and crab traps and the like of any kind or nature. LESSEE shall not place any waste material, junk or debris of any kind in or upon said premises or on other lands or water near or adjacent to said leased premises. No waste oil or fuel shall be dumped on any portion of the permitted area or on other lands or water near or adjacent to said leased premises. LESSOR may clean said premises and charge cost thereof to LESSEE as additional rental.

XII. REENTRY:

It is further understood and agreed that LESSOR expressly reserves the right and privilege to enter upon said premises for the purpose of laying water or sewer or other necessary pipes or lines or wiring under, over or across said premises, and it shall be lawful for LESSOR and its Sworn Officers, at reasonable times, to enter into and upon leased premises to examine the condition of said premises, bulkheads, docks, wharfs, piers and the improvements situated thereon without hindrance or obstruction to perform said inspections.

XIII. INDEMNIFICATION AND RELEASE:

LESSEE further promises and agrees to Release, Indemnify, Defend and Hold Harmless LESSOR from any and all damages, losses, claims, demands, expenses, attorney's fees, costs and losses of any nature whatsoever arising by virtue of any enforcement of any of the terms of this agreement and from any and all causes of action, claims, demands, expenses or damages that may be asserted against LESSOR by reason of the use of the lease, its adjacent dock, pier, bulkhead or other property of LESSOR by LESSEE, its agents, employees, patrons, guests, invitees or licensees.

XIV. TERMINATION:

- a. This contract may be terminated by LESSEE giving LESSOR at least Sixty (60) days written notice in advance of termination, provided LESSEE's rental payments and other charges are not delinquent. This notice shall be delivered to or mailed to Seadrift City Hall, PO Box 159, Seadrift, Texas 77983.
- b. LESSOR, in its sole and absolute discretion, may terminate this contract whenever LESSEE fails to comply with the provisions of this agreement, including hindering or obstructing Sworn Officers of the City in the performance of their duties to monitor and inspect premises and shall not hinder nor obstruct any applicable federal, state or local officers in the performance of their duties or when enforcing rules, regulations or ordinances.

XV. COMMERCIAL ACTIVITY:

LESSEE of a stall shall be permitted to use its leased area for itself or others for the purpose of a commercial lease upon obtaining a commercial permit from the City Secretary of the City of Seadrift, Texas; and said permit shall be good for a period of seven (7) consecutive days, at a cost of Ten and No/Dollars (\$10.00) per day. LESSEE may renew said permit for additional seven (7) day periods at a cost of Ten and No/Dollars (\$10.00) per day for a commercial permit in addition to the normal lease fee.

XVI. MISCELLANEOUS:

- a. Notification: Any notices required to be given herein by LESSOR shall be in writing, and at LESSOR's discretion be given to LESSEE, at its address stated herein, or given to the master or person in charge of the aforesaid vessel or as may be mentioned in other parts of this agreement.
- b. If any provision of this agreement is illegal or void, the remainder of the contract shall not be affected thereby and shall remain in full force and effect.
- c. Any waiver by LESSOR or any default or breach of any of the terms or conditions by LESSEE Shall Not be deemed nor shall constitute a waiver of any further default or breaches by LESSEE or other LESSEES.

IN WITNESS WHEREOF, the parties hereto set their hands in duplicate copies, each of which shall have full dignity and force as an original,

on this the _____ day of _____, _____.

CITY OF SEADRIFT

LESSOR

LESSEE 1

LESSEE 2 (If applicable)

ATTEST:

HARBOR CLERK OR CITY SECRETARY

(seal)

**CITY OF SEADRIFT
AMENDED ORDINANCE
HARBOR 02
HARBOR MASTER**



AN AMENDED ORDINANCE OF THE CITY OF SEADRIFT, TEXAS, ESTABLISHING THE OFFICE OF HARBOR MASTER; PROVIDING FOR THE DUTIES OF OFFICE; DEFINING POWERS; PROVIDING TERM OF OFFICE; PROVIDING A SAVINGS CLAUSE:

WHEREAS, the office of Harbor Master was previously created April 6, 1993, and

WHEREAS, the Municipal Harbor is a significant resource to the City, and

WHEREAS, the City of Seadrift owns and maintains jurisdiction over and controls the use of the Municipal Harbor with all its stalls, commercial docks, seafood landings as per patent deed from the State of Texas in May 1961;

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF SEADRIFT, TEXAS THAT THE FOLLOWING AMENDED ORDINANCE BE ADOPTED, REPLACING THE EXISTING ORDINANCE OF APRIL 6, 1993:

SECTION I: OFFICE OF HARBOR MASTER

- A. The office of harbor master was first created by ordinance April 6, 1993 and is continued.

SECTION II: DUTIES OF HARBOR MASTER

- A. The primary responsibility of the Harbor Master is the efficient management of the Municipal Harbor of the City of Seadrift, the buildings and equipment owned and/or controlled by the City.
- B. The Harbor Master coordinates all activities pertaining to use of and control of the Municipal Harbor Facilities. Specifically:
 - 1. Oversees Municipal Harbor Operations as covered by various ordinances or portions of ordinances that pertain to the Municipal Harbor.
 - 2. Become familiar and maintain familiarity with the various ordinances that cover Municipal Harbor operations, leasing and any other ordinance dealing with issues in the harbor.

3. Responds to valid requests for assistance or information from the Mayor, Councilman over the Harbor and/or Harbor Clerk.
4. Performs routine inspections of the Municipal Harbor, structures, equipment and their use, reporting status, suggested recommendations and etc. to the Councilman assigned Harbor responsibilities.
- a. This includes inspections of bulkheads, piers, walkways, ramps, buildings and fuel storage/dispensing facilities for EPA and/or TCEQ compliance and any other regulatory requirements.
5. Interacts will all stall and commercial lessees in an equitable manner without regard to race, religion, social status or sexual preference.
6. Receives complaints and recommendations from stall and commercial lessees, creating solutions or elevating the complaints and recommendations to the next higher level (Councilman assigned Harbor responsibilities) for solutions and/or answers.
7. Coordinates stall and commercial leases or potential leases with the Harbor Clerk and if needed the Councilman assigned Harbor responsibilities.
8. Is first contact in the event of oil and fuel spills and in turn reports oil and fuel spills to the Coast Guard and General Land Office representatives.
9. Is first contact in the event of vessel sinking, accidents, abandonments and etc. to appropriate authorities (Councilman, Coast Guard and GLO).
10. Can be contacted via cell phone and email.
11. Able to respond at different times of the day, night and weekends to issues in the Municipal Harbor, especially spills, accidents and etc.

SECTION III: POWERS & AUTHORITY

- A. The Harbor Master, in the discharge of official duties, and upon proper identification, shall have the authority to enter any boat, building, structure or premises at any reasonable hour. The Harbor Master shall see to the compliance with all state, county and local laws and ordinances, and shall have the power to suspend harbor privileges to any person or vessel not in compliance with the law or lawful order of the Harbor Master.
- B. The Harbor Master has the authority to issue citations/tickets for violations of any City ordinance regarding Municipal Harbor operation, occupancy and etc.
1. Citations/tickets will be reported to the Municipal Court for scheduling of hearings and or fines.

SECTION IV: TERM OF OFFICE



- A. The Harbor Master shall serve at the will of the City Council of the City of Seadrift and may be removed with or without cause by the Council.
- B. The Harbor Master may temporarily be suspended by agreement of the Mayor and Councilman over Municipal Harbor pending a review, reinstatement or removal by City Council Action.
- C. The Harbor Master shall receive such pay, salary or fees as the City Council shall set in its annual budget.

SECTION V: FINES & PENALTIES

Fines & Penalties will be assessed in accordance with the various ordinances' penalty clauses and assessed by Municipal Court as a result of ordinance violations, citations and/or tickets as issued by any officer of the City: Harbor Master, City Police, Mayor, Public Works Director and any other State or Federal Official.

SECTION VI: SAVINGS CLAUSE

The invalidity or unconstitutionality of any section, item, paragraph, sentence or clause of this ordinance shall not invalidate any other section, item, paragraph, sentence or clause of this ordinance.

SECTION VII: EFFECTIVE DATE

PASSED AND APPROVED this the 7th day of January, 2020



Elmer DeForest, Mayor

ATTEST:



Gabriela Torres, City Secretary



Red entries
represent proposed
Amendment

**CITY OF SEADRIFT
(PROPOSED) AMENDED ORDINANCE
HARBOR 02
HARBOR MASTER**

AN AMENDED ORDINANCE OF THE CITY OF SEADRIFT, TEXAS, ESTABLISHING THE OFFICE OF HARBOR MASTER; PROVIDING FOR THE DUTIES OF OFFICE; DEFINING POWERS; PROVIDING TERM OF OFFICE; PROVIDING A SAVINGS CLAUSE:

WHEREAS, the office of Harbor Master was previously created April 6, 1993, and

WHEREAS, the Municipal Harbor is a significant resource to the City, and

WHEREAS, the City of Seadrift owns and maintains jurisdiction over and controls the use of the Municipal Harbor with all its stalls, commercial docks, seafood landings as per patent deed from the State of Texas in May 1961;

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF SEADRIFT, TEXAS THAT THE FOLLOWING AMENDED ORDINANCE BE ADOPTED, REPLACING THE EXISTING ORDINANCE OF APRIL 6, 1993:

SECTION I: OFFICE OF HARBOR MASTER

- A. The office of harbor master was first created by ordinance April 6, 1993 and is continued.

SECTION II: DUTIES OF HARBOR MASTER

- A. The primary responsibility of the Harbor Master is the efficient management of the Municipal Harbor of the City of Seadrift, the buildings and equipment owned and/or controlled by the City.
- B. The Harbor Master coordinates all activities pertaining to use of and control of the Municipal Harbor Facilities. Specifically:
 1. Oversees Municipal Harbor Operations as covered by various ordinances or portions of ordinances that pertain to the Municipal Harbor.
 2. Become familiar and maintain familiarity with the various ordinances that cover Municipal Harbor operations, leasing and any other ordinance dealing with issues in the harbor.
 3. Responds to valid requests for assistance or information from the Mayor, Councilman over the Harbor and/or Harbor Clerk.

DRAFT

Proposed

4. Performs routine inspections of the Municipal Harbor, Structures, Equipment and their use, reporting status, suggested recommendations and etc. to the Councilman assigned Harbor responsibilities.
 - a. This includes inspections of bulkheads, piers, walkways, ramps, buildings and fuel storage/dispensing facilities for EPA and/or TCEQ compliance and any other regulatory requirements.
5. Interacts ^{with} all stall and commercial lessees in an equitable manner without regard to race, religion, social status or sexual preference.
6. Receives complaints and recommendations from stall and commercial lessees, creating solutions or elevating the complaints and recommendations to the next higher level (Councilman assigned Harbor responsibilities) for solutions and/or answers.
7. Coordinates stall and commercial leases or potential leases with the Harbor Clerk and if needed the Councilman assigned Harbor responsibilities.
8. Is first contact in the event of oil and fuel spills and in turn reports oil and fuel spills to the Coast Guard and General Land Office representatives.
9. Is first contact in the event of vessel sinking, accidents, abandonments and etc. to appropriate authorities (Councilman, Coast Guard and GLO).
10. Can be contacted via cell phone and email.
11. Able to respond at different times of the day, night and weekends to issues in the Municipal Harbor, especially spills, accidents and etc.

SECTION III: POWERS & AUTHORITY

- A. **The Harbor Master is a duly authorized and sworn officer of the City that has certain enforcement authority.** The Harbor Master, in the discharge of official duties, and upon proper identification, shall have the authority to enter any lease, boat, building, structure or premises at any reasonable hour, **without hindrance or obstruction to perform inspections and investigations.** The Harbor Master shall see to the compliance with all state, county and local laws and ordinances, and shall have the power to suspend harbor privileges to any person or vessel not in compliance with the law or lawful order of the Harbor Master. **Any Lessee suspended under this section has the right to file an appeal with the Councilman over the Harbor as a first recourse, then if not resolved, may appeal directly to City Council. While under appeal, the suspension shall be temporarily suspended pending the outcome of any such appeal.**
- B. The Harbor Master has the authority to issue citations/tickets for violations of any City ordinance regarding Municipal Harbor operation, occupancy and etc.
 1. Citations/tickets will be reported to the Municipal Court **Clerk for entering in the Municipal Court record and** for scheduling of hearings **before the**

DRAFT

Proposed

Municipal Judge and may be subject to fines not exceeding the amount allowed by law and/or the particular ordinance penalties.

SECTION IV: TERM OF OFFICE

- A. The Harbor Master shall serve at the will of the City Council of the City of Seadrift and may be removed with or without cause by the Council.
- B. The Harbor Master may temporarily be suspended by agreement of the Mayor and Councilman over Municipal Harbor pending a review, reinstatement or removal by City Council Action.
- C. The Harbor Master shall receive such pay, salary or fees as the City Council shall set in its annual budget.

SECTION V: FINES & PENALTIES

Fines & Penalties will be assessed in accordance with the various ordinances' penalty clauses and assessed by Municipal Court as a result of ordinance violations, citations and/or tickets as issued by any officer of the City: Harbor Master, City Police, Mayor, Public Works Director and any other State or Federal Official.

SECTION VI: SAVINGS CLAUSE

The invalidity or unconstitutionality of any section, item, paragraph, sentence or clause of this ordinance shall not invalidate any other section, item, paragraph, sentence or clause of this ordinance.

DRAFT

SECTION VII: EFFECTIVE DATE

PASSED AND APPROVED this the _____ day of _____, 2023

Elmer DeForest, Mayor

ATTEST:

Gabriela Torres, City Secretary

(seal)