



Incorporated December 27, 1912
www.seadrifftx.org

CITY OF SEADRIFT

Post Office Box 159/501 S. Main St.

Seadrift, Texas 77983

Tel: (361) 785-2251

Fax: (361) 785-2208

seadrift@seadrifftx.org



NOTICE OF CITY COUNCIL MEETING

ALL MEETINGS OF THE CITY COUNCIL ARE OPEN TO THE PUBLIC.
CLOSED SESSIONS CAN ONLY BEGIN FROM AN OPEN SESSION.

WORK SESSION AGENDA

TUESDAY, JUNE 10, 2025, AT 5:30 P.M.

SEADRIFT CITY HALL, COUNCIL CHAMBERS, 501 S. MAIN ST., SEADRIFT, TX 77983

Public notice is hereby given that the Seadrift City Council of the City of Seadrift will meet in a **Work Session** before the **Regular Meeting** on **Tuesday, June 10, 2025**, beginning at **5:30 PM** at the **Seadrift City Hall, Council Chambers, 501 S. Main St., Seadrift, TX 77983**, for the purpose of allowing the City Council to study, gather information, and discuss items on the agenda.. *No action will be taken during the Work Session*

REGULAR MEETING AGENDA

TUESDAY, JUNE 10, 2025, AT 6:00 P.M.

SEADRIFT CITY HALL, COUNCIL CHAMBERS, 501 S. MAIN ST., SEADRIFT, TX 77983

Public notice is hereby given that the Seadrift City Council of the City of Seadrift will meet in a **Regular Meeting** on **Tuesday, JUNE 10, 2025**, beginning at **6:00 PM** at the **Seadrift City Hall, Council Chambers, 501 S. Main St., Seadrift, TX 77983**, for the purpose of discussing, considering, reviewing, and taking any action needed on the following items. *The following items may be considered in order of sequence OR the order may be moved around at the discretion of the Mayor or presiding officer during the meeting.*

1. **Call to Order & Quorum Call**
2. **Invocation & Pledges of Allegiance**
3. **Meeting Minutes.** Approve the previous month's meeting minutes (if available)
4. **Accounts Payable.** Approve bills for May 2025.
5. **Department Head Monthly Reports.** Items in this section will not have any City Council action taken and are for general information only.
 - a. **Public Utilities**
 - b. **Public Safety**
 - c. **Municipal Harbor**
 - d. **Streets & Drainage**
 - e. **Solid Waste**
 - f. **Parks & Recreation**
 - g. **City Hall Administration**
6. **Citizen Comments.** Rules for speakers: Speakers have an allotted time of 3 minutes to speak, but those needing a translator will be allocated 6 minutes. Speakers will need to approach the podium and state their names. No Council discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law. If an individual desires to speak to a specific agenda item listed, it is recommended that the individual address that item when it comes up during the meeting.
7. **Nomination of Mayor Pro-Tem-** Discuss, Review, Consider, Take any action to select a Mayor Pro-Tem from the current City Council members. (Mayor Pro-Tem is elected by a majority vote of the city alderman.)

*Posted
6-6-2025
7:15pm*

CITY OF SEADRIFT – June 10, 2025, CITY COUNCIL MEETING

1. Open the floor for nominations from aldermen
 2. Close nominations
 3. Call for vote for each nominee
 4. The nominee receiving the most votes becomes the Mayor Pro-Tem for one year
The nominee receiving the most votes becomes the Mayor Pro-Tem for one year.
8. **Department Head Assignments:** Per City policy, "Department Heads are appointed or reappointed by the Mayor, on or before the Regular Meeting in June of even and Odd numbered years."
9. **Stone Creek RV Resort** - Discuss, Consider, Take any action on a request for City water and sewer services.
10. **Payment Plans for Water and Sewer Tap Fees** - Discuss, Review, Consider, Take any action on Request.
11. **Replat Seadrift Townsite Block 10 Lots 9- 12 Main St-** Discuss, Review, Consider, Take any action to combine lots 9 & 10 together and then 11& 12 together
12. **July 4th Parade**—Discuss, Review, Consider, Take any action regarding a July, 4th parade.
13. **Pay Application #4 from Lynn Engineering for the Waste Water Plant Combination Tax and Surplus Revenue Certificate of Obligation Series 2021** – Discuss, Review, Consider, Take any action for payment of \$66,770.76 payable to Mercer Construction Company.
14. **GLO MIT City Wide Drainage Project#22-085-070-D328**– Discuss, Review, Consider, Take any action on:
 - a. Change order #4
 - b. Approve pay application #14 for \$266,818.90 to K-C Lease Services, Inc dba Matagorda Construction & Material
 - c. Discussion on drainage issues
15. **GLO MIT MOD Water Tower Project Elevated Storage Tank # 24-065-084-E760**– Discuss, Review, Consider, Take any action on the Water Tower Project Contract. Update the Resolution and signatories.
16. **TCEQ Contract No. 582-22-33342 Gulf Coast Ecosystem Restoration RESTORE Council Subgrant GNTSP20TX0100-01-01 RESTORE A. D. POWERS Bayfront Park West End Improvements** – Discuss, consider, and take any action on Certificate of Completion
17. **Golden Crescent Regional Planning Commission (GCRPC) Nomination for General Assembly Seats-** Discuss, Review, Consider, Take any action
18. **AEP New Rate Filing-** Discuss, consider, and take any action on resolution to participate
19. **Bank Signatories Resolution for The City of Seadrift Bank accounts** - Discuss, Review, Consider, Take any action to update.
20. **Request for Removal of Evaluation for the Seadrift Police Chief by Councilman** - Discuss, Review, Consider, Take any action to remove the evaluation from the record.

CITY OF SEADRIFT – June 10, 2025, CITY COUNCIL MEETING

21. **Request for Removal of 2024 Suspension of Seadrift Police Officer by Councilman-** Discuss, Review, Consider, Take any action to remove the suspension from the record and TCOLE files.
22. **DR 4332 Seadrift Seawall PW 4450 V1 Obligated** - Discuss update of funding
23. **Approve or Cancel PowerGrid Partners Service and Monitoring Agreement** - Discuss, Review, Consider, Take any action for maintenance contract on the Northern Wind Turbine
24. **Approval of Installation of Stop Signs:** Discuss, Review, Consider, Take any action on the approval of installation of 2 Stop signs at the intersection of 7th Street and Cleveland. Per Traffic Ordinance TV-03, Section 3, it takes the combination of the Mayor, Public Works Director, and either the Alderman over Streets or the Alderman over Police to approve placement of a Regulatory sign which didn't happen. City Council may review at any time the decisions of the three officers.
25. **City Equipment to be marked as Surplus:** Review/Consider/Discuss/Take any action to approve city equipment listed as surplus and send to auction.
 1. Shredder: Woods DS120, Serial # 1300740
 2. Pipe: Surplus backflow preventer at Falcon Point station
26. **Authorization of TML Conference Expenses-** Discuss, Review, Consider, Take any action to approve conference and/or travel expenses incurred by City Council members who wish to attend the TML Newly Elected
27. **Taking of Donations for the Bayfront Playground Equipment-** Discuss, Review, Consider, Take any action on proposal for donations from the public on upgrades to the planned playground on the bayfront.
28. **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), 551.072 551.074 (Personnel), 551.076 (Security), and 551.087 (Economic Development).
 - a. Section 551.071 (Attorney Consultation) for consultation with the City Attorney regarding pending employment litigation, reference to issues of city governance, and/or any matter in which the attorney's duty to the City of Seadrift under the Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with discussion in an open meeting.
 - b. Section 551.074 (Personnel) Discussion on applications for Assistant Clerk II and the City Secretary.
29. **Action on Executive Session Items.** The City Council will reconvene into an open session and take action on any items discussed in the Executive Session.
 - a. Section 551.071 (Attorney Consultation) regarding pending employment litigation and reference to issues of city governance
 - b. Section 551.074 (Personnel) Assistant Clerk II and/or City Secretary
30. **Adjournment**

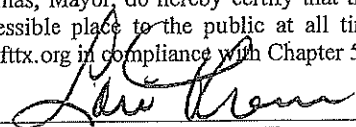
*Postul
6-6-2025
7:15pm*

CITY OF SEADRIFT – June 10, 2025, CITY COUNCIL MEETING

CERTIFICATION

I, Lori Thomas, Mayor, 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.

Signature: _____



Lori Thomass, Mayor

Date Posted: _____



Date and Time

The Seadrift City Hall Council Chambers are wheelchair-accessible and accessible parking spaces are available. Requests for accommodation or interpretative services must be made 48 hours, during regular business hours, before this meeting. Please contact the Office at (361) 785-2251 for further information.



*Posted
6-6-2025
7:15pm*

SEADRIFT POLICE DEPARTMENT

Monthly Report: APRIL 2025

CALLS FOR SERVICE/ACTIVITIES:

101 Calls for service this month for SPD,

13 Of which were extra patrol

50 Traffic stops by SPD

17 Reports by SPD

8 Arrest by SPD

36 calls for service for CCSO in Seadrift

18 Of which were extra patrol

6 EMS calls of which 2 SPD officers responded to.

0 Fire calls of which 0 SPD officers responded to.

NEWS FROM THE CHIEF:

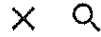
Citizens of Seadrift,

We recognize that everyone has the right to express their opinions and share their experiences. However, we kindly ask if you have concerns or issues involving our police department, please bring them directly to the Chief of Police, City Mayor or the other appropriate channels before posting on social media. Doing so gives us the opportunity to understand the situation fully and work toward a constructive solution. When negative narratives are shared publicly without context or resolution, they can harm the image of our community. I've seen this constantly since I started here. Seadrift is a wonderful place with great people, and it's all our responsibility to protect and promote that positive spirit. Let's work together to build a community we're all proud to call home, a place that visitors feel welcomed and respected. Your voice matters, and as always, I'm here to listen and were here to improve, together. Thank you for your support and commitment to Seadrift.

Sincerely,


Chief Cheyenne Beaver

Search Here: 27269



Show search results for 272...

W Baltimore ,



34776\FIRST UNITED METHODIST CHURCH

34796\FIRST UNITED METHODIST CHURCH

34825\CYRUS RONALD LEE JR

34891\2 MTN INVESTMENTS LLC

4737\JERNIGAN RICHARD D

34714\YBARRA THERESA

28°24'37"N 96°42'36"W

0 20 40ft



CITY OF SEADRIFT
SUBDIVISION ORDINANCE
BC-03

AN ORDINANCE OF THE CITY OF SEADRIFT, TEXAS, PRESCRIBING RULES AND REGULATIONS GOVERNING PLATS, REPLATS, AND SUBDIVISIONS OF LAND WITHIN THE CORPORATE LIMITS OF THE CITY OF SEADRIFT AND IN THE EXTRATERRITORIAL JURISDICTION ADJACENT THERETO; PROVIDING DEFINITIONS AND SPECIAL PROVISIONS; PROVIDING AND/OR PRESCRIBING REGULATIONS FOR A PRELIMINARY PLAT, A FINAL PLAT, REPLATTING OF EXISTING LOTS AND TRACTS; PROVIDING FOR FINAL APPROVAL OF PLATS, RE-PLATS AND FILING OF PLATS; PROVIDING FOR SUBDIVISION CONSTRUCTION, ACCEPTANCE OF SUBDIVISIONS AND ISSUANCE OF BUILDING PERMITS; PROVIDING REGULATIONS FOR STREETS, ALLEYS, STREET SURFACING, DRAINAGE, STORM SEWERS, SANITARY SEWERS, WATER MAINS AND PUBLIC UTILITIES, ASSESSMENT FOR THOROUGHFARE IMPROVEMENTS; PRESCRIBING FEES TO BE CHARGED; ESTABLISHING JURISDICTION WITHIN THE CORPORATE LIMITS AND EXTRATERRITIORIAL JURISDICTION OF THE CITY; REPEALING ANY PART OF ANY ORDINANCE IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING PENALTIES FOR VIOLATION OF THIS ORDINANCE NOT TO EXCEED THE SUM OF TWO HUNDRED DOLLARS (\$200.00) FOR EACH OFFENSE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, by Chapter 212 of the Texas Local Government Code, the laws of the state of Texas provide that every owner of any tract of land situated within the corporate limits, or within the extraterritorial jurisdiction of any city in the State of Texas, who may divide the same in two or more parts for the purpose of laying out any subdivision of any tract of land or any addition to any town or city or for laying out suburban lots or building lots, or any lots, and streets, alleys or parks or other portions intended for public use, or the use of purchasers or owners of lots fronting thereon or adjacent thereto, shall cause a plat to be made thereof which shall accurately describe all of said subdivision or addition by metes and bounds and locate the same with respect to an original corner of the original survey or which is a part, giving the dimensions thereof of said subdivision or addition, and the dimensions of all streets, alleys, squares, parks, or other portions of same intended to be dedicated to public use, or for the use of purchasers or owners of lots fronting thereon or adjacent thereto; and

WHEREAS, by law, the City Council of the City of Seadrift, Texas, being so empowered, does hereby promulgate and establish such re-plat and subdivision plan for the City of Seadrift, Texas and it's extraterritorial jurisdiction and this ordinance shall hereinafter be known as the Subdivision Ordinance of the City of Seadrift, Texas.

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

12

SECTION 1: DIVISION OF LAND TO BE UNDER SUPERVISION OF THE CITY

- A. All land within the jurisdiction not heretofore subdivided and not heretofore recorded and on file as such with the Calhoun County Clerk.
- B. No officer or employee of the City shall authorize work unless regulations have been complied with.
- C. The sub-divider may avail himself of the advice and assistance of the Mayor, City Council, Building Official, Public Works Director and/or Planning Commission.

SECTION 2: WITHOLDING IMPROVEMENTS

City shall withhold all City improvements and issuance of building permits from re-plats and subdivisions not officially approved by the City Council. No improvements should be initiated, nor contracts executed until approval of the City Council has been given.

SECTION 3: DEFINITIONS

- A. City means the City of Seadrift, Texas
- B. City Council means the elected Mayor and Council members of the City of Seadrift, Texas
- C. Building Official means the appointed official responsible for issuing Building Permits.
- D. Public Works Director means the appointed official over city streets, drainage and utilities.
- E. Extraterritorial Jurisdiction means the area extending $\frac{1}{2}$ mile in all directions from the City Limits.

SECTION 4: RE-PLATTING EXISTING LOTS OR TRACTS

- A. Before subdividing existing platted lots, tracts or plats located within the City Limits the divider must submit a plat layout to the City Council for review, comment and approval.
- B. The Preliminary Re-plat must show proposed changes to any existing or proposed thoroughfares, alleys, rights-of way, utilities, street patterns, drainage, land use and property relationship to adjoining tracts and lots.
- C. The Preliminary Re-plat shall be drawn to a scale of 1" = 100' or larger.



- D. Seven (7) copies of the Preliminary Re-plat shall be submitted to the City Secretary, Seadrift City Hall, at least thirty (30) days prior to the regular meeting at which the Re-plat will be reviewed with the applicable fee. The preliminary plat shall carry the legend "Preliminary Plat – For Review Only".
1. Preliminary Re-plat filing fee: \$25 (Residential or Commercial).
- E. The purpose of the Preliminary Re-plat is to allow the City Council, Planning Commission, Public Works Director and Building Official to review for conformance to the requirements of the City.
- F. After preliminary approval by the City Council, three (3) copies of the Final Plat of the re-platted lots or tracts shall be submitted to the City Secretary, Seadrift City Hall, at least thirty (30) days prior to the regular meeting at which the Final Plat will be reviewed with the appropriate fee. The Final Plat shall carry the legend "Final Plat".
1. The Final Plat of the Re-plat shall include approved street identifications and numbers for emergency response (approved 911 addresses).
2. Final Plat of the Re-plat fee: \$25 (Residential or Commercial).
- G. Filing fees shall be charged on all Preliminary Re-plats and Final Plats, regardless of the action taken by the City Council and whether the plat is approved or denied by the City Council
- H. After final approval of the Final Plat by City Council and any corrections made to the plat as required, the sub-divider shall submit filing fees and the required number of copies for filing to the Calhoun County Clerk for recording. These copies shall bear all signatures of the City Council or others, as designated by the City Council.
- I. After signature, the sub-divider shall complete the filing process with the Calhoun County Clerk and return the required number of filed copies to the City.
- J. Said copies shall show the Volume and Page of the Map and Plat Records into which the plat was filed by the Calhoun County Clerk. If the final plat has not been submitted for signatures by the City Officials within six (6) months after approval by the City Council, the Re-plat shall be deemed null and void. Re-submittal shall be required, and current subdivision regulations shall apply.

- K. Generally, building permits for structures will not be issued until completion of all filings with the Calhoun County Clerk in accordance with "J" above and all approvals and changes within the Re-plat and acceptance by the City.
- L. The City shall have the authority, after reviewing progress of the land development and other relevant matters, to allow Building Permits for structures.

SECTION 5: PROCEDURES FOR SUBDIVISION

In order to allow orderly processing of a proposed subdivision, the procedures discussed in the following sections shall be followed. In general, the steps necessary for the subdivision shall include:

- A. Annexation by the City Council
- B. Approval of a land study by the City Council.
- C. Approval of the final plat and plans by the City Council.
- D. Approval of the final construction plans by the City Council.
- E. Filing of final approved plat with the Calhoun County Clerk and recording of all executed easements, dedications, and other documents required to be filed of record.
- F. Completion of construction and acceptance of all improvements by the City and submission of as-built drawings.

This procedure may be varied at the discretion of the City Council. For those areas to be subdivided which lie outside the corporate limits, but are being submitted for review and approval to satisfy the requirements of extraterritorial jurisdiction and Chapter 212 of the Texas Local Government Code, the provisions concerning annexation may be deleted. All other provisions shall remain in force.

SECTION 6: ANNEXATION

If the property is not within the City limits of Seadrift and the owner desires that it be annexed so as to be qualified to receive City services, when available, owner must petition the City for annexation through lawful annexations proceedings.

SECTION 7: LAND STUDY

In the development and subdivision of any tract within the City Limits or Extraterritorial Jurisdiction, either by sections or lots, the developer must submit a Land Study to the City Council and/or Planning Commission.

In the development and subdivision of a tract 1.25 acres or more to be annexed by the City, either by sections or as one subdivision, the developer must submit a Land Study to the City Council and/or Planning Commission. Submittal to the City shall include a letter of transmittal requesting review and payment of any required filing fee.

The purpose of the land study is to allow the City Council and/or Planning Commission to review proposed major thoroughfare and collector street patterns, land use, and the property's relationship to adjoining subdivisions or properties. The study shall be prepared as follows:

- A. The study shall be drawn to a scale of 1" = 200' or larger.
- B. The lower right hand corner shall contain a title block clearly showing the proposed name of the subdivision, name and address of the sub-divider and the Engineer or Surveyor responsible for the design or survey, scale, date the drawing was prepared, and the location of the tract according to the abstract and survey records of Calhoun County, Texas.
- C. The study shall clearly show the limits of the tract and scale distances. True North shall be clearly indicated.
- D. The study shall show the names of any adjacent subdivisions or the name of record or owners of adjoining tracts, parcels or lots.
- E. The study shall contain the location, width and names of all existing or platted streets or other public ways within or adjacent to the tract existing permanent buildings, railroad rights-of-way, and topography with existing drainage channels, creeks, ditches, and other important features such as political subdivisions, corporate limits and school district boundaries.
- F. The study shall show the layout and width of proposed thoroughfares and collector streets and shall show a general configuration of proposed residential streets and drainage.

SECTION 8: PRELIMINARY PLAT AND PLANS

- A. The Developer and/or Divider shall submit seven (7) copies of the preliminary plat and plans of the subdivided tract or subdivision to the City by filing the same with the City Secretary, Seadrift City Hall, at least thirty (30) days prior to the regular meeting at which such preliminary plat shall carry the legend "Preliminary Plat – For Review Only".
- B. The purpose of the submittal is to allow the City Council, Planning Commission, Public Utilities Director and Building Official to review overall platting of the tract and street patterns within the subdivision for conformance to the requirements of the city.

C. The Preliminary Plat and plans shall be prepared as follows:

1. Preliminary Plat shall be drawn to a scale of 1" = 100' or larger.
2. It shall contain the name of the proposed subdivision, the name and address of the sub-divider and the Engineer or surveyor responsible for the design or survey, tract designation, and other descriptions according to the abstract and survey records of Calhoun County, Texas.
3. North point, scale and date.
4. The boundary lines of tract, accurate in scale, shall be shown.
5. It shall show the names of adjacent subdivision or names of record of owners of adjoining parcels, the location, widths, and names of all existing or platted streets, easements or other public ways within or adjacent to the tract, existing railroad rights-of-way, and other important features such as section lines, political subdivision or corporate limits and school district boundaries.
6. It shall show all parcels intended to be dedicated for public use or reserved in the deeds for the use of all property owners in the proposed subdivision, together with the purpose of conditions for limitations of such reservation.
7. It shall show the layout, names and width of proposed streets, alleys and easements.
8. It shall show the layout, numbers and approximate dimensions of proposed lots and all building lines.
9. The location of proposed screening walls shall be clearly indicated.
10. A complete topographic map showing existing structures of the proposed area to be subdivided shall be submitted with the preliminary plat. Contours of the tract shall be intervals of five (5) feet or less, referred to sea level datum.
11. The plans shall show existing culverts, drainage, ditches or other underground structures within the tract and immediately adjacent thereto with pipe sizes and location indicated.
12. Preliminary plans of proposed on-site and off-site drainage system and street improvements.

- D. The developer shall submit a letter, along with the preliminary plat, requesting any variances from the requirements of this subdivision ordinance.
- E. It is to be understood that the approval of the preliminary plat by the City Council does not constitute official acceptance of the proposed subdivision by the City. There shall be no work done in the field on the proposed subdivision until the final plat has been accepted.
- F. Following review of the preliminary plat and other materials submitted for conformity thereof to the regulations of this chapter and other City codes, the City Council shall, within thirty (30) days, act thereon as submitted, or as modified and, if approved, the City Council shall express its approval as conditional approval and state the conditions of such conditional approval, one of which shall be the filing of the final plat or, if disapproved, shall express its disapproval.
- G. Conditional approval of the preliminary plat expires at the end of nine (9) months unless the final plat has been submitted for final approval by City Council.
- H. Final approval by City Council shall be considered after the filing of the final plat with the City Secretary, City Hall at least thirty (30) days prior to the regular meeting and accompanied by a letter from the owner requesting any variances to the Subdivision Regulations.

SECTION 9: FINAL PLAT AND PLANS

- A. The developer shall submit three (3) copies of the final plat with complete construction plans, on sheets 24" x 36", plus four (4) copies of the final plat of the subdivision to the City by filing same with the City Secretary, Seadrift City Hall, at least thirty (30) days prior to the date of the regular meeting of that body at which consideration is requested. This plat shall carry the legend "Final Plat". Submittal shall include a letter of transmittal requesting review and payment of the required filing fees.
- B. The final plat shall show or be accompanied by the following information:
 - 1. The Final Plat shall be drawn to a scale of 1" = 100' or larger.
 - 2. It shall contain the subdivision name or identifying title and name of the city, county and state in which the subdivision is located; the name and address of the record owner or sub-divider.
 - 3. The boundary lines with accurate distances and bearings and the exact location and width of all existing or recorded streets interacting with the boundary of the tract.

4. An accurate location of the subdivision with reference to the abstract and survey records of Calhoun County.
5. The exact layout including:
 - a. Street Names.
 - b. Length of all arcs, radii, internal angles, points of curvature, length and bearing of the tangents.
 - c. All easements for right-of-way provided for public services or utilities and any limitations of the easements.
 - d. All lot numbers and lines with accurate dimensions in feet and hundredths of feet and with bearings and angles to street and alley lines.
6. The accurate location, material and approximate size of all monuments.
7. The accurate outline of all property which is offered for dedication for public use with the purpose indicated thereon, and for all property that may be reserved by deed covenant for the common use of the property owners in the subdivision.
8. Setback building lines.
9. Private restrictions.
10. North point, scale and date.
11. Certification by a Registered Public Surveyor to the effect that the plat represents a survey made by him and that all the monuments shown thereon actually exist, and that their location, size and material description are correctly shown.
12. A certificate of ownership and dedication of all streets, alleys, parks and playgrounds to public use forever, signed and acknowledged before a Notary Public by the Owner and Lien Holder of the land along with complete and accurate description of the land subdivided and the streets dedicated.
13. Additional certificates to properly dedicate easements or right-of-way as may be necessary.
14. Proper blanks for certification of approval to be filled out by the City Council.

15. A receipt indicating that all taxes have been paid.

16. Construction plans for all required utilities such as:

- a. Plan and profile of proposed streets.
 - b. Plan and profile of on-site and off-site proposed drainage facilities including storm sewers where required.
 - c. Proposed street lighting plan and any utility pole relocations.
- C. The construction plans shall be prepared by or under the supervision of a Registered Professional Engineer in the State of Texas and shall bear his seal on each sheet.
- D. The plans shall contain all necessary information for construction of the project, including screening walls. Plans shall conform to the specifications set forth in the attached Appendix.
- E. Each sheet of the plans shall contain a title block including space for the notation of revisions. This space is to be completed with each revision to the plan sheet and shall clearly note the nature of the revision and the date the revision was made.
- F. The plat shall be submitted to the City Council for their consideration. If approved, subject to changes, the Engineer for the owner shall make all changes required. The City Council or their designated representative will approve all plans to the Engineer for the owner for use by the Contractors. Each Contractor shall maintain one (1) set of the plans, stamped with city approval, on the project at all times during construction. If construction has not commenced within one (1) year after approval, re-submittal of plans may be required by the City Council for meeting current standards and engineering requirements.

SECTION 10: FILING OF PLAT

- A. After approval of the final Plat by the City Council and correction for the plat as required, the Developer shall submit filing fees and the required number of copies for filing with the Calhoun County Clerk. These copies shall bear all signatures of city officials designated by the City Council. After signature, the Developer shall complete the filing process and return the required number of filed copies to the City.
- B. Said copies shall show the volume and page of the Map and Plat Records into which the plat was filed by the County Clerk. If the final plat has not been submitted for signatures by the City within six (6) months after approval by the

City Council, the plat shall be deemed null and void. Re-submittal shall be required, and current subdivision regulations shall apply.

SECTION 11: SUBMITTALS REQUIRED FOR CONSTRUCTION

Prior to authorizing construction, the City shall be satisfied that the following conditions have been met.

- A. The Final Plat shall be complete to the requirements of the city Council at the time of approval.
- B. All required contract documents shall be completed and filed with the City.
- C. All necessary off-site easements or dedications required for City maintained facilities not shown on the final Plat must be conveyed solely to the City of Seadrift, Texas, with proper signatures affixed. The original of the documents shall be returned to the City prior to release of the applicable permits.
- D. All contractors participating in the construction shall be presented with a set of accepted plans bearing the stamp of acceptance of the City. These plans shall remain on the job site.
- E. If required by the City, all parties participating in the construction shall meet for a pre-construction conference to discuss the project prior to beginning work.
- F. A complete list of contractors, their representatives on the site, and telephone numbers where a responsible party may be reached at all times must be submitted to the City.
- G. Manufacturer's drawings for all pre-fabricated appurtenances or special construction items shall be submitted to the City.

SECTION 12: SUBDIVISION – CONSTRUCTION

Construction shall be according to the City or their designated representative. Completion of construction to the approved plans and specifications of the City of Seadrift is the responsibility of the Developer and Contractors. The responsibility of the City is to assure conformance to the accepted plans and specifications. Any change in design required during construction shall be made by the Engineer whose seal and signature area shown on the plans and shall be submitted to the City for approval.

SECTION 13: SUBDIVISION – ACCEPTANCE

- A. After completion of all items required in the plans and specifications, the Contractor shall submit to the City a bond in the amount of one hundred percent (100%) of the contract amount guarantying workmanship and materials for a period of one (1) year from the date of final acceptance by the City.

- B. The City shall verify that all items have been completed, including the filing of the plat and all related easements and documents.
- C. The City shall conduct a final inspection of the project and, if all work is found to be acceptable, shall issue a Letter of Acceptance. Any items of exception noted in the acceptance letter shall be immediately satisfied.
- D. Acceptance of the subdivision shall mean that title to all improvements is vested in the City of Seadrift. The Developer and his Contractors shall, however, be bound to the City for a period of one (1) year to repair any defects in the improvements.

SECTION 14: AS-BUILT PLANS

Prior to final acceptance by the City of the improvements in the subdivision, the Engineer for the Developer shall submit to the City a complete, reproducible set of drawings of paving, drainage, and other improvements showing all changes made in the plans during construction and containing on each sheet an "As-Built" stamp bearing the signature of the Engineer and the date.

SECTION 15: ISSUANCE OF PERMITS

Generally, building permits for structures will not be issued until completion of all improvements within the subdivision and acceptance by the City. The City shall have the authority, after reviewing progress of construction and other relevant matters, to release portions of the subdivision for building permits.

SECTION 16: SUBDIVISION FILING FEES

- A. The following schedule of fees and charges shall be paid to the City when any plat is submitted to and filed with the City or any authorized individual or commission of the City. Each of the fees and charges provided herein shall be paid in advance, and the City Council or any authorized individual or commission shall take no action until said fees and charges have been received by the City.
 - 1. Land Study \$50.00 plus \$1 per acre (for 1.25 acres or more only).
 - 2. Preliminary Plat \$50 plus \$1 per lot.
 - 3. Final Plat (Non-Residential) \$50 plus \$10 per acre.
 - 4. Final Plat (Residential) \$50 plus \$1 per lot.

- B. These fees shall be charged on all plats, regardless of the action taken by the City and/or Planning commission and whether the plat is approved or denied by the City Council.

SECTION 17: CONSTRUCTION PERMIT

- A. Construction permits for land improvements are not required for existing, platted lots and tracts if there will be no construction or alterations of streets, utility lines or drainage.
- B. However, in the case of a subdivision where large land improvements and changes take place there is a requirement for a construction permit to offset City expenses in regulation and administration.
1. The City shall compute the Construction Permit Fee for the development of a subdivision based on the following schedule:
 - a. Complete subdivision and any separate projects in the form of streets, storm sewers, drainage or etc.
 - i. 1% of construction cost.

SECTION 18: ADOPTION OF RE-PLATTING AND SUBDIVISION REGULATIONS

- A. The term "re-platting" means the division of any existing platted lot or tract of land within the Corporate Limits of the City or its extraterritorial jurisdiction into two or more parts for development or sale.
1. If a subdivided lot or tract has not previously been recorded with the Calhoun County Clerk prior to the effective date of this ordinance, the subdivision falls under the regulation of this ordinance.
 2. If a lot or tract has previously been subdivided and recorded with the Calhoun County Clerk prior to the effective date of this ordinance, it is exempt from the regulation of this ordinance.
 - a. However, if the lot or tract will undergo additional subdivision or plat changes from the previously recorded subdivision, the new subdivision of the lot or tract falls under the regulation of this ordinance.
- B. If a question arises as to whether a lot or tract falls under this ordinance:
1. A copy of the previously recorded plat or re-plat shall be submitted to the City Secretary, Seadrift, Texas from the owner. The copy of the recorded document shall contain:

- a. Volume and page of the Map and Plat Records into which the lot or tract was filed with the Calhoun County Clerk.
 - b. A plat diagram showing the subdivided lot or tract as recorded with the Calhoun County Clerk.
 - c. The date the document was recorded with the Calhoun County Clerk as proof that the previously subdivided lot or tract was recorded prior to the enactment date of this ordinance.
 - d. If the lot or tract subdivision was not filed with the Calhoun County Clerk prior to enactment date of this ordinance, the subdivision of the lot or tract falls under the regulation of this ordinance.
- C. The term "subdivision" means the division of any tract of land situated within the corporate limits of the City or within its Extraterritorial Jurisdiction thereof, into two or more parts for the purpose of laying out any subdivision of any tract or land or any addition to the City of Seadrift, Texas, for building lots, streets, alleys, parks or other portions intended for public use or the use of purchasers or owners of lots fronting thereon or adjacent thereto for the purpose, whether immediate or future. "Subdivision" includes re-subdivision.
- D. The rules and regulations attached hereto, including the attached Appendix entitled Specific Requirements and Design Criteria, is incorporated herein as if copied herein in their entirety and are hereby adopted as the subdivision regulations of the City of Seadrift and are made as part hereof for all purposes.
- E. No person shall create a subdivision, re-plat or re-subdivision of land, as herein defined, within the corporate limits of the City or within its extraterritorial jurisdiction without complying with the provisions of these regulations. All plats and subdivisions of any such land shall conform to the rules and regulations herein adopted.

SECTION 19: REPEALING CLAUSE

All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this ordinance are hereby repealed.

SECTION 20: SEVERABILITY CLAUSE

If any article, paragraph, or subdivision, clause or provision of this ordinance shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.

SECTION 21: VARIANCE AND APPEAL

A. When the owner and/or developer of a proposed re-plat or subdivision can show that a provision of this ordinance would cause an unnecessary and extraordinary hardship a variance and/or appeal may be presented to City Council.

1. Any variance authorized by City Council is required to be entered in writing in the minutes of the Council Meeting and the reason which justifies authorizing the variance.
2. Any variance must be authorized by affirmative vote of not less than three (3) members of the City Council.

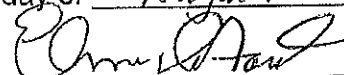
SECTION 22: PENALTY CLAUSE

Any person, firm or corporation in violation of any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by a penalty of fine not to exceed the sum of two hundred dollars (\$200.00) for each offense, and each and every day such offense is continued shall constitute a new and separate offense.

SECTION 23: EFFECTIVE DATE

Effective date of this ordinance shall be August 13, 2008

PASSED AND APPROVED this 5th day of August, 2008


MAYOR

ATTEST:


CITY SECRETARY



CITY OF SEADRIFT
SUBDIVISION ORDINANCE BC-03A
APPENDIX

SPECIFIC REQUIREMENTS AND DESIGN CRITERIA

A. STREETS AND ALLEYS

1. Streets constructed within created subdivisions in the City or its extraterritorial jurisdiction shall follow the convention of the original plat of the town site and shall be classified according to the following criteria:

- Minor (within subdivision or re-plat)	50 feet right-of-way
- Collector (connects to existing street)	60 feet right-of-way
- Arterial	90 feet right-of-way
2. Residential streets shall be so laid out that use for through traffic will be discouraged.
3. Arterial streets intersect at 90 degree angles unless otherwise approved by the City.
4. Half-streets shall be prohibited, except when essential to the responsible development of the subdivision and where the city Council finds it will be practical to require the dedication of the other one-half when the adjoining property is subdivided.
5. Strips of privately owned property reserved for the obvious purpose of controlling access to streets shall be prohibited except where control is definitely placed in the City under conditions approved by City Council.
6. A cul-de-sac shall not be longer than 600 feet and at the closed end shall have a turnaround provided, having a minimum outside roadway diameter of 80 feet and a minimum street property line diameter of 100 feet. Parking islands shall be required if on-street parking is desired in the cul-de-sac. If parking islands are included, the diameter of the cul-de-sac shall be designed to facilitate circular movement of traffic around the cul-de-sac.
7. At the intersection of a new subdivision street with an existing street arterial, the developer of the subdivision shall construct a median opening in the street, unless otherwise directed by the City.
8. Alleys are required in all residential re-plats or subdivision blocks. Alleys shall have a minimum right-of-way width of 16 feet.
9. Blocks shall be platted to allow two tiers of lots, unless a variance is issued by City Council due to a variance request.
10. All lots shall be adjacent to the dedicated street to which access is allowed.
11. Where a tract of land is subdivided into parcels that are larger than normal building lots, such parcels shall be arranged to permit the opening of future streets into a logical subdivision.
12. Block lengths, generally, should not exceed 1,200 feet in length as measured from street centerlines.

Revision 2
Adopted 09/01/2009

13. Alleys or loading courts, of a minimum width of 24 feet of paved surface, or in lieu thereof, adequate off-street loading space shall be provided in the case of business blocks.

14. Escrows for adjacent Streets

- a. When a proposed subdivision of land abuts on both sides of an existing substandard road according to the then existing current standards, the developer shall be required to improve the existing road to bring the same up to standards.
- b. If the proposed subdivision is located along only one side of a substandard road, and when in the City Council's judgment, it is not feasible to reconstruct said substandard street at the time of development of said subdivision, the City council may permit the developer to pay into escrow an amount equal to the developers share of the cost of said improvements as a condition for the approval of the final plat of the subdivision. The amount of escrow shall be determined by a "pro-rata" charge as prescribed by the City and shall be payable prior to approval of plans by the City Council.
- c. When funds have been provided and placed in escrow with the City for the development of a substandard street and the street is reconstructed by others at no cost to the City, the escrowed funds and accrued interest, if any, shall be refunded to the developer after completion and acceptance of the improvements. In the event that a portion of the cost is borne by the city, the escrowed funds and accrued interest, if any, shall be refunded to the developer after completion and acceptance of the improvements. In the event that a portion of the cost is borne by the City, the difference between the developer's actual proportionate cost and the escrowed funds, including accrued interest, if any, shall be refunded to the developer after completion and acceptance of the improvements.
- d. Whenever under any of the provisions of this section, funds are required to be escrowed for the cost of future improvements to substandard roads, the form of such escrow shall be cash or its equivalent.

15. STREET ENGINEERING DESIGN

- a. The engineering design of subdivision streets, ~~in~~ whether within the city or in its extraterritorial jurisdiction, shall conform to the current street standards of Calhoun County as adopted and/or amended by Calhoun County Commissioner's Court except where otherwise described in other portions of this appendix.

B. STORM SEWERS

1. An adequate storm sewer system, consisting of inlets, pipes and other drainage structures, shall be constructed to conform to the current drainage requirements of the City. If open channels are used, side slopes of 4:1 with concrete pilot channels shall be constructed.
2. An adequate storm sewer system consisting of inlet, pipes and/or excavated channels or natural creeks and other underground drainage structures with

approved outlets shall be constructed where run-off of storm water and the prevention of erosion cannot be accomplished satisfactorily by surface drainage facilities. Areas subject to flood conditions as established by the City and/or FEMA will not be considered for development until adequate drainage has been provided.

3. In general, underground drainage shall be constructed in streets and alleys. If approved by the City, the developer may provide, at their own expense, a right-of-way easement of sufficient width to permit excavation and maintenance of an open channel of satisfactory depth and width. The developer shall complete all necessary excavation on the channel and shall sod or seed the channel to prevent erosion. A reinforced concrete pilot channel or concrete channel lining may be required by the City to prevent erosion or for access purposes. Location and type of construction of open channels shall be approved by the City.
4. Natural drainage may remain in open natural condition or excavated channels may be constructed provided they meet one of the following requirements:
 - a. Natural drainage channels or excavated channels with side slopes of 4:1 or flatter from bottom of channel to top of bank may be platted as part of individual lots. Adequate access and floodway easements shall be provided to insure protection of these areas for maintenance purposes.
 - b. Natural drainage ways with banks which have slopes steeper than 4:1 must be maintained by a maintenance entity other than individual lot owners. In such cases, the natural drainage or excavated channel shall meet one of the following two requirements:
 - c. The area of the floodway shall be provided as a park or floodway management area. Prior to acceptance of any drainage way as a floodway management area by the City, the drainage way shall be cleared of all debris, trash and all underbrush and weeds. All provisions of Paragraph ii above must be met.
 - d. Natural drainage or drainage ways in any areas which have private maintenance provisions, other than individual lot owners, shall not be required as floodway management areas. The natural drainage or drainage ways in these areas shall not be maintained by the City. Adequate utility access and floodway easements shall be provided to ensure protection of these areas for maintenance purposes.
 - e. Lakes, inlets, detention ponds, and retention ponds may be constructed in all areas provided they are approved by the City. The City may assume maintenance responsibilities for this type facility, if approved by the City Council; however, easements shall be provided to assure protection of these areas for maintenance purposes.
 - f. Other innovative drainage concepts will be considered if approved by the City.
 - g. Brick or Masonry Headwalls: Headwalls constructed in public road rights-of-ways are suggested to have brick or stone facing. Safety grates shall be provided on all storm sewers.

Revision 2
Adopted 09/01/2009

- h. Storm sewers may be constructed across the front and sides of all developments other than residential.

C. SANITARY SEWERS & ON-SITE SEWAGE DISPOSAL

1. All re-plats and subdivisions shall be provided with adequate utility easements where the subdivision is or will be inside the City Limits, for future connection to the City's sanitary sewer system.
2. Engineering Design
 - a. New individual, residential, on-site sewage disposal systems within subdivisions to be annexed and those within the City are prohibited unless all the following requirements are met:
 1. Be granted a variance by the City Council.
 2. A variance may be granted on request by the property owner and on a case by case basis.
 3. Be designed and installed according to state requirements.
 4. Be permitted and inspected by the Health Department having jurisdiction in Calhoun County and the City of Seadrift.
 5. When an existing sanitary sewer collection system is more than one hundred (100) feet from the closest portion of the property with the prospect that any extension of a sanitary wastewater collection system is not possible or not likely to be installed within one hundred (100) feet of the property during the next three (3) years.
 - b. Previously existing, individual, residential, on-site sewage disposal systems or those that were allowed to be installed by a variance shall be allowed to remain until such time that they are found to be in violation of their permit and not functioning by a determination of the Health Department.
 - c. If there is still no sanitary sewer collection system within one hundred (100) feet of the property the property owner shall bring the system up to compliance with Health Department requirements.
 - d. If there is a sanitary sewer collection system within one hundred (100) feet of the property the property owner will be requested to abandon the onsite system and connect to the sanitary collection system at their expense.
 1. The property owner may request a variance from the City Council if extending the sanitary collection system at their expense presents an undue hardship.
 - e. If there is a sanitary sewer collection system located adjacent to the side, front or rear of the property, no variance will be issued and the property owner will be required to abandon the onsite system and tap into the sanitary collection system.
 - f. New, commercial, on-site, sewage disposal systems are prohibited within subdivisions to be annexed and within the City unless they were constructed and in place prior to annexation and permitted and inspected by the Health Department at time of construction.

Revision 2
Adopted 09/01/2009

1. No variance is available for new, commercial, on-site sewage disposal systems.
2. When a sanitary sewer collection system comes within one hundred feet (100) feet of the property on which a commercial on-site sewage disposal system exists, it must be abandoned and the property attached to the sanitary sewer collection system.
- g. Existing, commercial, on-site sewage disposal systems shall be allowed to remain until such time that they are found to be in violation of their permit by a determination of the Health Department.
- h. To abandon any onsite sewage disposal system involves uncovering the tanks, removing the covers, vacuuming/pumping out all liquids and filling the tanks with soil completely.
3. Additionally, every effort should be made to encourage development outside the City, especially within its extraterritorial jurisdiction.

D. WATER SYSTEM

1. All re-plats and subdivisions shall be provided with adequate utility easements where the subdivision is or will be inside the City Limits, for future connection to the City's water distribution system.
2. Engineering Design
 - a. Private water wells within subdivisions to be annexed and within the City are prohibited.
 1. Existing water wells at time of annexation shall remain, until such time that property ownership changes or the well becomes non-functional. The well shall then be plugged and abandoned.
 - Upon annexation all property owners shall register existing wells with the City within ninety (90) days.
 - When city water is within one hundred (100) feet of the property, the owner will be required to tap into it.
 - Existing water wells shall not be cross connected to city water and shall not serve a structure at the same time as city water.
 - When well water is found cross connected to city water, violations of numerous ordinances exist and will be prosecuted.
 - When a violation is discovered, an immediate plugging and abandonment of the water well shall be ordered.
 - o Proof of plugging and abandonment will be required.
3. Additionally, every effort should be made to encourage development outside the City, especially within its extraterritorial jurisdiction.

E. UTILITY SERVICES

1. All services for available utilities shall be made available to each lot in such a manner so as to eliminate the necessity for disturbing the street and alley pavement, curb, gutter, sidewalks, and drainage structures when connections are made.

Revision 2
Adopted 09/01/2009

2. All electric, telephone utilities, street lighting, and cable television shall be underground except where conditions do not warrant underground installations. The use of above ground utilities may be considered on an individual case basis if the services are placed on the rear property line.
3. All support equipment (transformers, amplifiers, switching devices, etc.) necessary for underground installations shall be pad mounted or placed underground.
4. The electric utility that services the wire lines is responsible for developing administrative policies and cost reimbursement procedures for the installation and extension of underground electric service. These policies shall permit the electric company to recover the cost differential between extending and installing overhead and underground service.
5. The developer shall furnish all easements and rights-of-way necessary for construction of electric, gas, street lighting, telephone and cable television service to the re-plat or subdivision.
6. Overhead services will not be permitted to cross public rights-of-way except by variance.

F. MISCELLANEOUS

1. Street signs: The developer shall pay the City for street signs for the re-plat or subdivision. There shall be one sign for each three-way intersection and two signs for each four-way intersection. The signs will be ordered by the City and the developer billed a fixed fee for each sign. The fee shall include cost of the sign pole, assembly and installation.
2. All lot corners shall be located and marked with one-half (1/2) inch diameter reinforcing bar, eighteen (18) inches long, and shall be placed flush with the ground or counter sunk, if necessary, in order to being disturbed.



LYNNENGINEERING

CIVIL | STRUCTURAL | WINDSTORM | LAND DEVELOPMENT

Stuart A. Lynn, PE
N. Mitchell Carrillo, PE
John D. Mercer, PE
Mark Hutson, PE
Diego Andrade, PE

June 4, 2025

City of Seadrift
Attn: Lori Thomas, Mayor
501 South Main Street
Seadrift, TX 77983

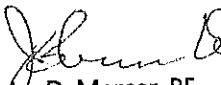
RE: City of Seadrift Clarifier Rehab
Application for Payment No. 4

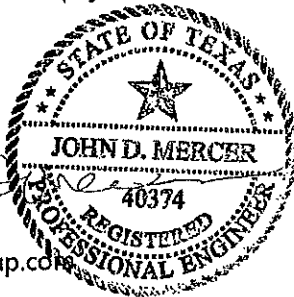
Dear Mayor Pro-Tem Johnson:

Transmitted herewith is Application for Payment No. 4, dated June 3, 2025 from Mercer Construction Company for work performed on the referenced project through May 31, 2025.

In my opinion, the amount requested is representative of the work actually completed by the contractor. It is my recommendation that payment in the amount of \$66,770.76 be made to Mercer Construction Company.

Sincerely,


John D. Mercer, PE
john.mercer@lynnngroup.com





APPLICATION FOR PAYMENT NO. 4

Invoice #: 2770004

Invoice Date: 6/3/2025

To: John Mercer
Lynn Engineering
2200 Avenue A
Bay City, Texas 77414


From: Mercer Construction Company
P.O. Box 888
Edna, Texas 77957
MCC Project # 2766

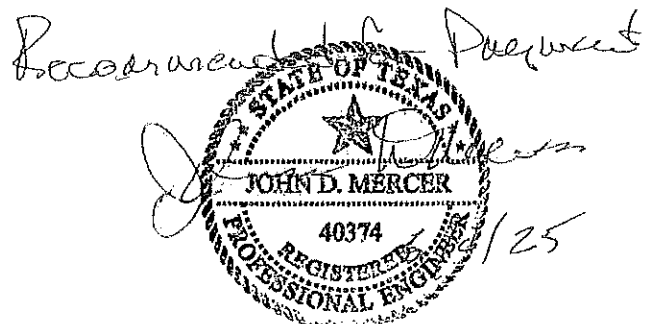
Contract: Seadrift Wastewater Treatment Plant Repairs Not To Exceed Contract

For Work accomplished from May 1, 2025 to May 31, 2025

1 Original Contract Price:		<u>\$400,000.00</u>
2 Net Changes by Change Orders and Written Amendments (+ or -):		<u>\$0.00</u>
3 Current Contract Price:		<u>\$400,000.00</u>
4 Total completed and stored to date:		<u>\$197,183.71</u>
5 Retainage:		
<u>0%</u> of completed work	\$197,183.71	<u>\$0.00</u>
<u>0%</u> of stored materials	\$0.00	<u>\$0.00</u>
Total Retainage:		<u>\$0.00</u>
6 Total completed and stored to date less retainage:		<u>\$197,183.71</u>
7 Less previous Payments:		<u>\$130,412.95</u>
8 Due this Application:		<u><u>\$66,770.76</u></u>

Submitted by:


Michael Mercer
Mercer Construction Company



MERCER CONSTRUCTION COMPANY

DAILY WORK REPORT

PROJECT NAME: SEADRIFT SEWER PLANT
 CLIENT: CITY OF SEADRIFT
 ADDRESS:
 SUPERVISOR IN CHARGE: D GREGORY

DATE: 5/5/2025

EMPLOYEE NAME	EMPLOYEE CLASS	RATE	HOURS	WORK ACCOMPLISHED
MCCURDY, D	OPERATOR/LEAD MAN	\$70.00	5	DRILL AND TAP BOLT HOLES ON BASE OF SUBMERSIBLE PUMPS
MARKUP FOR OVERTIME 8+HRS/WEEKEND WORK (25%)		\$87.50		

EQUIPMENT

MATERIALS/INVOICES:

SERVICE SUPPLY	701263867	\$363.39	1	
GRAINGER	9495476609	\$162.70	1	
WINSTON WATERWORKS	55340075.001	\$20.01	1	
MARKUP ON MATERIALS/INVOICES (15%)		\$81.92	1	

TOTAL

\$978.02

20

**MERCER CONSTRUCTION COMPANY
DAILY WORK REPORT**

PROJECT NAME: SEADRIFT SEWER PLANT
 CLIENT: CITY OF SEADRIFT
 ADDRESS:
 SUPERVISOR IN CHARGE: D GREGORY

DATE: 5/6/2025

EMPLOYEE NAME	EMPLOYEE CLASS	RATE	HOURS	WORK ACCOMPLISHED
MCCURDY, D	OPERATOR/LEAD MAN	\$70.00	3	WELD ON CHANNEL IRON FOR SEWER PLANT
MARKUP FOR OVERTIME 8+HRS/WEEKEND WORK (25%)		\$52.50		

EQUIPMENT				

MATERIALS/INVOICES:				
SHERWIN WILLIAMS	0307-2	\$237.71	1	
EDNA AUTO	930296	\$21.63	1	
ACTION OILFIELD SUPPLY	200136	\$726.03	1	
MARKUP ON MATERIALS/INVOICES (15%)		\$147.81	1	
TOTAL				\$1,343.18

25

**MERCER CONSTRUCTION COMPANY
DAILY WORK REPORT**

PROJECT NAME: SEADRIFT SEWER PLANT
 CLIENT: CITY OF SEADRIFT
 ADDRESS:
 SUPERVISOR IN CHARGE: D GREGORY

DATE: 5/7/2025

EMPLOYEE NAME	EMPLOYEE CLASS	RATE	HOURS	WORK ACCOMPLISHED
MCCURDY, D	OPERATOR/LEAD MAN	\$70.00	9	WORK ON PLUMBING AND PIPE SUPPORTS
HADLEY, C	OPERATOR/LEAD MAN	\$70.00	9	
MARKUP FOR OVERTIME 8+HRS/WEEKEND WORK (25%)		\$315.00	1	

EQUIPMENT				

MATERIALS/INVOICES:				
WESTHOFF	601117/1	\$7.56	1	
MARKUP ON MATERIALS/INVOICES (15%)		\$1.13	1	
TOTAL				\$1,583.69

82

MERCER CONSTRUCTION COMPANY

DAILY WORK REPORT

PROJECT NAME: SEADRIFT SEWER PLANT
 CLIENT: CITY OF SEADRIFT
 ADDRESS:
 SUPERVISOR IN CHARGE: D GREGORY

DATE: 5/8/2025

EMPLOYEE NAME	EMPLOYEE CLASS	RATE	HOURS	WORK ACCOMPLISHED
MCCURDY, D	OPERATOR/LEAD MAN	\$70.00	9	MODIFY PUMP MOUNTING BRACKETS
HADLEY, C	OPERATOR/LEAD MAN	\$70.00	9	
MARKUP FOR OVERTIME 8+HRS/WEEKEND WORK (25%)		\$315.00	1	

EQUIPMENT

MATERIALS/INVOICES:

SERVICE SUPPLY	701264233	\$115.84	1	
SERVICE SUPPLY	7012644220	\$93.45	1	
MARKUP ON MATERIALS/INVOICES (15%)		\$31.39	1	

TOTAL

\$1,815.68

83

**MERCER CONSTRUCTION COMPANY
DAILY WORK REPORT**

PROJECT NAME: SEADRIFT SEWER PLANT
 CLIENT: CITY OF SEADRIFT
 ADDRESS:
 SUPERVISOR IN CHARGE: D GREGORY

DATE: 5/9/2025

EMPLOYEE NAME	EMPLOYEE CLASS	RATE	HOURS	WORK ACCOMPLISHED
MCCURDY, D	OPERATOR/LEAD MAN	\$70.00	9	MODIFY PUMP SUPPORT BRACKETS
MARKUP FOR OVERTIME 8+HRS/WEEKEND WORK (25%)		\$157.50	1	
EQUIPMENT				
MATERIALS/INVOICES:				
MARKUP ON MATERIALS/INVOICES (15%)		\$0.00	1	
TOTAL				

\$787.50

24

MERCER CONSTRUCTION COMPANY

DAILY WORK REPORT

PROJECT NAME: SEADRIFT SEWER PLANT
 CLIENT: CITY OF SEADRIFT
 ADDRESS:
 SUPERVISOR IN CHARGE: D GREGORY

DATE: 5/13/2025

EMPLOYEE NAME	EMPLOYEE CLASS	RATE	HOURS	WORK ACCOMPLISHED
JORDAN, T	OPERATOR/LEAD MAN	\$70.00	3.5	TAKE SHOTS AND START ON LAYOUT AT SITE
TERRELL, B	SKILLED LABOR, III	\$60.00	3.5	
KRESTA, J	SUPERVISOR	\$100.00	2	
STONE, K	SKILLED LABOR, III	\$60.00	3	
MARKUP FOR OVERTIME 8+HRS/WEEKEND WORK (25%)		\$208.75		

EQUIPMENT

1281	3/4-TON PICKUP	\$0.85	110	
1287	1/2-TON PICKUP	\$0.75	110	
1005	TANDEM AXLE TRACTOR W/GOOSENECK TRAILER	\$3.00	110	
876	GROVE ALL TERRAIN CRANE	\$450.00		

MATERIALS/INVOICES:

MARKUP ON MATERIALS/INVOICES (15%)		\$0.00	1	

TOTAL

\$1,341.00

25

**MERCER CONSTRUCTION COMPANY
DAILY WORK REPORT**

PROJECT NAME: SEADRIFT SEWER PLANT
 CLIENT: CITY OF SEADRIFT
 ADDRESS:
 SUPERVISOR IN CHARGE: D GREGORY

DATE: 5/14/2025

EMPLOYEE NAME	EMPLOYEE CLASS	RATE	HOURS	WORK ACCOMPLISHED
JORDAN, T	OPERATOR/LEAD MAN	\$70.00	4.5	LOAD TRUCKS AND DELIVER EQUIPMENT TO SITE
HAM, D	SKILLED LABOR, III	\$60.00	4.5	
KRESTA, J	SUPERVISOR	\$100.00	3	
RICCABONA, V	SKILLED LABOR, III	\$60.00	6	
MARKUP FOR OVERTIME 8+HRS/WEEKEND WORK (25%)		\$311.25		

EQUIPMENT

1151	1.5-TON TRACTOR W/LOWBOY TRAILER	\$2.50	220	
1084	R55 EXCAVATOR	\$400.00		
1242	BACKHOE	\$450.00		

MATERIALS/INVOICES:

ALAMO LUMBER	2505-872366	\$52.96	1	
MARKUP ON MATERIALS/INVOICES (15%)		\$7.94	1	

TOTAL

\$1,855.90

26

MERCER CONSTRUCTION COMPANY

DAILY WORK REPORT

PROJECT NAME: SEADRIFT SEWER PLANT
 CLIENT: CITY OF SEADRIFT
 ADDRESS:
 SUPERVISOR IN CHARGE: D GREGORY

DATE: 5/15/2025

EMPLOYEE NAME	EMPLOYEE CLASS	RATE	HOURS	WORK ACCOMPLISHED
JORDAN, T	OPERATOR/LEAD MAN	\$70.00	12.5	EXCAVATION FOR BEAMS AND INSTALLATION OF LIMESTONE. CUT TO FINAL GRADES
IVORY, S	SKILLED LABOR, III	\$60.00	12.5	
HAM, D	SKILLED LABOR, III	\$60.00	12.5	
MARKUP FOR OVERTIME 8+HRS/WEEKEND WORK (25%)		\$593.75	1	

EQUIPMENT

1281	3/4-TON PICKUP	\$0.85	110	
1242	BACKHOE	\$450.00	1	
1084	R55 EXCAVATOR	\$400.00	1	
816	GROVE ALL TERRAIN CRANE	\$450.00	1	

MATERIALS/INVOICES:

EDNA AUTO	930964	\$77.56	1	
M&A RAMIREZ TRUCKING	912057	\$540.00	1	
SHERWIN WILLIAMS	0569-2	\$296.02	1	
MARKUP ON MATERIALS/INVOICES (15%)		\$137.04	1	

TOTAL

\$5,412.87

27

MERCER CONSTRUCTION COMPANY

DAILY WORK REPORT

PROJECT NAME: SEADRIFT SEWER PLANT
 CLIENT: CITY OF SEADRIFT
 ADDRESS:
 SUPERVISOR IN CHARGE: D GREGORY

DATE: 5/16/2025

EMPLOYEE NAME	EMPLOYEE CLASS	RATE	HOURS	WORK ACCOMPLISHED
JORDAN, T	OPERATOR/LEAD MAN	\$70.00	12	CUT FOR RAILS, SET CONCRETE BLOCKS AND TIMBERS TO GRADE
IVORY, S	SKILLED LABOR, III	\$60.00	12	
HAM, D	SKILLED LABOR, III	\$60.00	0	
MARKUP FOR OVERTIME 8+HRS/WEEKEND WORK (25%)		\$390.00	1	

EQUIPMENT

1281	3/4-TON PICKUP	\$0.85	110	
1242	BACKHOE	\$450.00	1	
1084	R55 EXCAVATOR	\$400.00	1	
816	GROVE ALL TERRAIN CRANE	\$450.00	1	

MATERIALS/INVOICES:

FIBERGRATE	100/10046982	\$12,606.00	1	
MARKUP ON MATERIALS/INVOICES (15%)		\$1,890.90	1	

TOTAL

\$17,840.40



MERCER CONSTRUCTION COMPANY
DAILY WORK REPORT

PROJECT NAME: SEADRIFT SEWER PLANT
CLIENT: CITY OF SEADRIFT
ADDRESS:
SUPERVISOR IN CHARGE: D GREGORY

DATE: 5/19/2025

EMPLOYEE NAME	EMPLOYEE CLASS	RATE	HOURS	WORK ACCOMPLISHED
JORDAN, T	OPERATOR/LEAD MAN	\$70.00	11	DELIVER TANKS TO SITE AND SET IN PLACE
IVORY, S	SKILLED LABOR, III	\$60.00	11	
FOLEY, JR T	SKILLED LABOR, III	\$60.00	11	
STONE, K	SKILLED LABOR, III	\$60.00	7	
MARKUP FOR OVERTIME 8+HRS/WEEKEND WORK (25%)		\$627.50	1	

EQUIPMENT				
1281	3/4-TON PICKUP	\$0.85	110	
1242	BACKHOE	\$450.00		
1084	R55 EXCAVATOR	\$400.00		
816	GROVE ALL TERRAIN CRANE	\$450.00	1	
1312	1.5-TON TRACTOR W/LOWBOY TRAILER	\$2.50	110	
1151	1.5-TON TRACTOR W/LOWBOY TRAILER	\$2.50	110	
742	GROVE ALL TERRAIN CRANE	\$450.00	1	

MATERIALS/INVOICES:				
COLORADO MATERIALS	416638	\$563.81	1	
MARKUP ON MATERIALS/INVOICES (15%)		\$84.57	1	

TOTAL

\$5,329.38

2a

MERCER CONSTRUCTION COMPANY

DAILY WORK REPORT

PROJECT NAME: SEADRIFT SEWER PLANT
 CLIENT: CITY OF SEADRIFT
 ADDRESS:
 SUPERVISOR IN CHARGE: D GREGORY

DATE: 5/20/2025

EMPLOYEE NAME	EMPLOYEE CLASS	RATE	HOURS	WORK ACCOMPLISHED
JORDAN, T	OPERATOR/LEAD MAN	\$70.00	12	EPOXY INNER SEAMS ON CONTAINERS AND PIPING OUTSIDE TANKS
IVORY, S	SKILLED LABOR, III	\$60.00	12	
FOLEY, JR T	SKILLED LABOR, III	\$60.00	12	
HAM, D	SKILLED LABOR, III	\$60.00	12	
MARKUP FOR OVERTIME 8+HRS/WEEKEND WORK (25%)		\$750.00	1	

EQUIPMENT

1281	3/4-TON PICKUP	\$0.85	110	
862	BLOWER	\$45.00	1	

MATERIALS/INVOICES:

MARKUP ON MATERIALS/INVOICES (15%)		\$0.00	1	

TOTAL

\$3,888.50

38

MERCER CONSTRUCTION COMPANY

DAILY WORK REPORT

PROJECT NAME: SEADRIFT SEWER PLANT
 CLIENT: CITY OF SEADRIFT
 ADDRESS:
 SUPERVISOR IN CHARGE: D GREGORY

DATE: 5/22/2025

EMPLOYEE NAME	EMPLOYEE CLASS	RATE	HOURS	WORK ACCOMPLISHED
JORDAN, T	OPERATOR/LEAD MAN	\$70.00	12.5	EPOXY TANKS & CONTINUE PIPING OUTSIDE TANKS
IVORY, S	SKILLED LABOR, III	\$60.00	12.5	
FOLEY, JR T	SKILLED LABOR, III	\$60.00	0	
HAM, D	SKILLED LABOR, III	\$60.00	12.5	
MARKUP FOR OVERTIME 8+HRS/WEEKEND WORK (25%)		\$593.75	1	

EQUIPMENT

1281	3/4-TON PICKUP	\$0.85	110	

MATERIALS/INVOICES:

WESTHOFF	601343/1	\$25.14	1	
ALAMO LUMBER	2505-892270	\$41.34	1	
ACTION OILFIELD SUPPLY	200269	\$847.45	1	
PORT O'CONNOR IMP DIST	5514	\$5,906.29	1	
MARKUP ON MATERIALS/INVOICES (15%)		\$1,023.03	1	
TOTAL				\$10,905.50

31

MERCER CONSTRUCTION COMPANY

DAILY WORK REPORT

PROJECT NAME: SEADRIFT SEWER PLANT
 CLIENT: CITY OF SEADRIFT
 ADDRESS:
 SUPERVISOR IN CHARGE: D GREGORY

DATE: 5/23/2025

EMPLOYEE NAME	EMPLOYEE CLASS	RATE	HOURS	WORK ACCOMPLISHED
JORDAN, T	OPERATOR/LEAD MAN	\$70.00	7	ADJUST GRADE ON CL CONTACT CHAMBER TO MATCH CLARIFIER
IVORY, S	SKILLED LABOR, III	\$60.00	3.5	
FOLEY, JR T	SKILLED LABOR, III	\$60.00	7	
HAM, D	SKILLED LABOR, III	\$60.00	7	
MARKUP FOR OVERTIME 8+HRS/WEEKEND WORK (25%)		\$385.00		

EQUIPMENT				
1281	3/4-TON PICKUP	\$0.85	110	
1242	BACKHOE	\$450.00	1	
1084	R55 EXCAVATOR	\$400.00	1	
826	GROVE ALL TERRAIN CRANE	\$450.00	1	

MATERIALS/INVOICES:				
MARKUP ON MATERIALS/INVOICES (15%)		\$0.00	1	
TOTAL				\$2,933.50

32

MERCER CONSTRUCTION COMPANY

DAILY WORK REPORT

PROJECT NAME: SEADRIFT SEWER PLANT
 CLIENT: CITY OF SEADRIFT
 ADDRESS:
 SUPERVISOR IN CHARGE: D GREGORY

DATE: 5/27/2025

EMPLOYEE NAME	EMPLOYEE CLASS	RATE	HOURS	WORK ACCOMPLISHED
JORDAN, T	OPERATOR/LEAD MAN	\$70.00	11.5	WORK ON 3" AND 4" MANIFOLD AND START ON 6" PIPING TO CL CHAMBER
HUGEOT, J	SKILLED LABOR, III	\$60.00	11.5	
HAM, D	SKILLED LABOR, III	\$60.00	11.5	
MARKUP FOR OVERTIME 8+HRS/WEEKEND WORK (25%)		\$546.25	1	

EQUIPMENT

1281	3/4-TON PICKUP	\$0.85	110	

MATERIALS/INVOICES:

MARKUP ON MATERIALS/INVOICES (15%)		\$0.00	1	

TOTAL

\$2,824.75

23

MERCER CONSTRUCTION COMPANY DAILY WORK REPORT

PROJECT NAME: SEADRIFT SEWER PLANT
CLIENT: CITY OF SEADRIFT
ADDRESS:
SUPERVISOR IN CHARGE: D GREGORY

DATE: 5/28/2025

EMPLOYEE NAME	EMPLOYEE CLASS	RATE	HOURS	WORK ACCOMPLISHED
JORDAN, T	OPERATOR/LEAD MAN	\$70.00	9.5	WORK ON 6" PIPING TO CL CHAMBER
HUGEOT, J	SKILLED LABOR, III	\$60.00	9.5	
HAM, D	SKILLED LABOR, III	\$60.00	9.5	
HADLEY, C	OPERATOR/LEAD MAN	\$70.00	3	
MARKUP FOR OVERTIME 8+HRS/WEEKEND WORK (25%)		\$503.75	1	

EQUIPMENT

1281	3/4-TON PICKUP	\$0.85	110	

MATERIALS/INVOICES:

ALAMO LUMBER	2505-908741	\$55.12	1	
MARKUP ON MATERIALS/INVOICES (15%)		\$8.27	1	

TOTAL

\$2,675.64

24

MERCER CONSTRUCTION COMPANY

DAILY WORK REPORT

PROJECT NAME: SEADRIFT SEWER PLANT
 CLIENT: CITY OF SEADRIFT
 ADDRESS:
 SUPERVISOR IN CHARGE: D GREGORY

DATE: 5/29/2025

EMPLOYEE NAME	EMPLOYEE CLASS	RATE	HOURS	WORK ACCOMPLISHED
JORDAN, T	OPERATOR/LEAD MAN	\$70.00	10	FINISH UP 6" AND 4" PIPING, UNLOAD 4" PIPING FOR RECIRCULATION LINE
HUGEOT, J	SKILLED LABOR, III	\$60.00	10	
HAM, D	SKILLED LABOR, III	\$60.00	10	
MARKUP FOR OVERTIME 8+HRS/WEEKEND WORK (25%)		\$475.00	1	

EQUIPMENT				
1281	3/4-TON PICKUP	\$0.85	110	

MATERIALS/INVOICES:				
MARKUP ON MATERIALS/INVOICES (15%)		\$0.00	1	
TOTAL				\$2,468.50

95

MERCER CONSTRUCTION COMPANY

DAILY WORK REPORT

PROJECT NAME: SEADRIFT SEWER PLANT
 CLIENT: CITY OF SEADRIFT
 ADDRESS:
 SUPERVISOR IN CHARGE: D GREGORY

DATE: 5/30/2025

EMPLOYEE NAME	EMPLOYEE CLASS	RATE	HOURS	WORK ACCOMPLISHED
JORDAN, T	OPERATOR/LEAD MAN	\$70.00	10	PUT TOGETHER 4" RECIRCULATION PIPING AND INSTALL FIBERGLASS GRATING ON CATWALK
HUGEOT, J	SKILLED LABOR, III	\$60.00	10	
HAM, D	SKILLED LABOR, III	\$60.00	10	
MARKUP FOR OVERTIME 8+HRS/WEEKEND WORK (25%)		\$475.00		

EQUIPMENT

1281	3/4-TON PICKUP	\$0.85	110	

MATERIALS/INVOICES:

UNITED AG	NUTS/BOLTS	\$18.28	1	
PRECISION MACHINE	39705	\$671.50	1	
MARKUP ON MATERIALS/INVOICES (15%)		\$103.47	1	
TOTAL				\$2,786.75

36

INVOICE



REMIT TO: Corporate Accounting
PO Box 1519
Victoria, TX 77902
USA
361-788-2000

INVOICE	701263867
Invoice Date	05/05/2025
Terms	NET 30
Net Due Date	06/04/2025
PO Number	seadrift

Your Sales Representative: Jennefer Parks

Bill To: MERCER CONSTRUCTION PO BOX 888 EDNA, TX 77957 US 2770	ID: 104251	Ship To: MERCER CONSTRUCTION 909 N. COLORADO EDNA, TX 77957 US 782 7163
--	-------------------	---

TAKER		ORDER NUMBER	ORDER DATE	PICK TICKET #	PAGE NO.
DEVAN		2351411	05/05/2025	4325284	1 of 1
CARRIER	TRACKING	DELIVERY INSTRUCTIONS			
WILL CALL - SSV					
Quantities		Item ID	Unit Price	Extended Price	
ORDERED	SHIPPED	UOM	Disp.	Item Description	

12.00	12.00	EA	5506350	2.4532	29.44
-------	-------	----	---------	--------	-------

SPEARS 406-020 2IN SKT PVC 90D ELL

Ordered As: 054211140901

1.00	1.00	EA	3163900	124.2887	124.29
------	------	----	---------	----------	--------

BK 100-010 3IN IPS BRS GATE VLV

Ordered As: 032888000100

2.00	2.00	EA	5506600	51.7934	103.59
------	------	----	---------	---------	--------

SPEARS 406-060 6IN SKT PVC 90D ELL

5.00	5.00	EA	5513000	21.2131	106.07
------	------	----	---------	---------	--------

SPEARS 417-040 4IN SKT PVC 45D ELL

Ordered As: 417-040

Total Lines: 4

Subtotal: 363.39

Sales Tax: 0.00

AMOUNT DUE: 363.39

*** REPRINT ***

2020.1 - 2020.11.09

57

GRAINGER

3900 GREENBRIAR DR.
STAFFORD, TX 77477-3919
www.grainger.com

PAGE 1

ORIGINAL INVOICE

GRAINGER ACCOUNT NUMBER 804426708
INVOICE NUMBER 9495476609
INVOICE DATE 05/05/2025
DUE DATE 06/04/2025
AMOUNT DUE \$162.70

SHIP TO

MERCER CONSTRUCTION CO
909 N Colorado St
Edna TX 77957-2323

PO NUMBER: Seadrift Rehab
PO RELEASE: CE
PROJECT/JOB: SHOP
REQUISITIONER: DAVID GABRYSCH
CALLER: DAVID GABRYSCH
CUSTOMER PHONE: 3617827163
ORDER NUMBER: 1548441545
INCO TERMS: FOB ORIGIN

BILL TO
MERCER CONSTRUCTION CO
PO BOX 888
EDNA TX 77957-0888

Pay invoices online at:
www.grainger.com/invoicing

THANK YOU! FEI NUMBER 35-1150280
FOR QUESTIONS ABOUT THIS INVOICE OR ACCOUNT CALL 1-800-472-4643

PO LINE #	ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	4FLT5	VACUUM GAUGE, TEST, 2 IN MANUFACTURER # 4FLT5 Delivery #6670128642 Date Shipped: 05/05/2025 Carrier: FDX GROUND No: of Pkgs: 1 Wt: 1.600 Trk #: 454072202970 SHIPPED FROM: DC ROANOKE 836 201 FREEDOM DRIVE, ROANOKE, TX 76262-3320	10	15.03	150.30

THIS PURCHASE IS GOVERNED EXCLUSIVELY BY GRAINGER'S TERMS OF SALE, INCLUDING: (I) DISPUTE RESOLUTION REMEDIES, AND (II) CERTAIN WARRANTY AND DAMAGES LIMITATIONS AND DISCLAIMERS IN EFFECT AT THE TIME OF THE ORDER, WHICH ARE INCORPORATED BY REFERENCE HEREIN. GRAINGER'S TERMS OF SALE ARE AVAILABLE AT WWW.GRAINGER.COM. PRODUCT RETURN INSTRUCTIONS ARE AVAILABLE AT WWW.GRAINGER.COM/RETURNS.

These items are sold for domestic consumption. If exported, purchaser assumes full responsibility for export controls. Diversion contrary to US law prohibited.

INVOICE SUB TOTAL 150.30
TAX 12.40

PAY THIS INVOICE - PAYMENT TERMS Net 30 days after inv IN U.S. DOLLARS.

AMOUNT DUE

\$162.70

PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT

BILL TO:

MERCER CONSTRUCTION CO
PO BOX 888
EDNA TX 77957-0888
UNITED STATES OF AMERICA

REMIT TO:

GRAINGER
DEPT. 804426708
P.O. BOX 419267
KANSAS CITY, MO 64141-6267

804426708949547660910000162701000124010000000100000025060410

X

ACCOUNT NUMBER
804426708

DATE
05/05/2025

INVOICE NUMBER
9495476609

AMOUNT DUE
\$162.70

FOR COMMENTS OR CHANGE OF ADDRESS, ENTER INFORMATION ON REVERSE SIDE

30



WINSTON WATER COOLER, LTD.

WINSTON WATER COOLER VICTORIA
5007 Country Club Dr
VICTORIA, TX 77904-2001
Phone 361-226-7944
Fax



Invoice

INVOICE DATE	INVOICE NUMBER
05/05/2025	S5340075.001
REMIT TO: Winston Water Cooler P.O. Box 734472 DALLAS, TX 75373	
PAGE NO. 1 of 1	

BILL TO:

SHIP TO:

MERCER CONSTRUCTION COMPANY (CPCR)
PO BOX 888
EDNA, TX 77957

MERCON- MERCER CONSTRUCTION COMPANY
909 N COLORADO
EDNA, TX 77957

CUSTOMER NUMBER		CUSTOMER PO NUMBER		JOB NAME / RELEASE NUMBER		SALESPERSON	
69117		SEADRIFT		2770		Ronnie Moreno	
WRITER		SHIP VIA		TERMS		SHIP DATE	ORDER DATE
John Ikonomos		COUNTER		NET 10TH PROX		05/05/2025	05/05/2025
ORDER QTY	SHIP QTY	DESCRIPTION				UNIT PRICE	EXT PRICE
1ea	1ea	3 X 6 STD GALV NIPPLE IMPORT				20.011/ea	20.01
<div>2025/05/05 03:05:43 PM S5340075.1</div> <div>C. Hadley</div> <div>CARL</div>							

Invoice is due by 06/10/2025

Past Due invoices may be subject to 1.50% late charge.

Pricing is valid for a period of 30 days unless stated otherwise. CS standard terms of sale apply. Pricing on bids do not include sales tax. Material quoted is based on our interpretation of information provided and must be verified by buyer. All material

3



SHERWIN-WILLIAMS.

VICTORIA MOCKINGBIRD Store 707436

707 E MOCKINGBIRD LN
VICTORIA TX 77904 2144
(361)573-4721
Fax (361) 573-9071
www.sherwin-williams.com

CHARGE 10:42am
Tran # 0307-2 05/08/25
E94/12501 11
Juan PO# SEA DRIFT
MERCER CONSTRUCTION CO
Account XXXX-6241-4
Job 1 MERCER CONSTRUCTION CO

6202-14460 I69B00060 5KT I69B60
TARGRD BLACK 5G
1.00 @ 219.59 219.59

SUBTOTAL BEFORE TAX 219.59

8.250% SALES TAX:1-447790400 18.12
CHARGE \$237.71

Paint + Hardner

Merchandise Received in Good Order by:

[Signature]

VINCE

NET PAYMENT DUE ON JUNE 20th
(Centralized Invoice)

STORE HOURS
SUNDAY 10:00 AM - 4:00 PM
MONDAY - FRIDAY 7:00 AM - 7:00 PM
SATURDAY 8:00 AM - 5:00 PM

Purchases are subject to Sherwin-Williams
Terms and Conditions of Sale located at
sherwin-williams.com/terms-and-conditions.

All PEEL & STICK samples are final sale.
No returns or exchanges.

Thank You
receipt required for refund

440

ACTION

OILFIELD SUPPLY, INC.

INVOICE

Invoice Number: 200136
 Invoice Date: May 6, 2025
 Page: 1

507 WEST YORK STREET
 GANADO, TX 77962

Voice: 361-771-3531
 Fax: 361-771-2857

Bill To:
MERCER CONSTRUCTION 909 NORTH COLORADO EDNA, TX 77957

Ship To:
CARL <i>515 281 1157</i> 2770

Customer ID	Customer PO	Payment Terms	
2065		Net 30 Days	
Sales Rep. ID	Shipping Method	Ship Date	Due Date
	Hand Deliver		6/5/25

Quantity	Item	Description	Unit Price	Amount
4.00	HRD-BLUEMON 1/2"	1/2"X1429' ROLL BLUE MONSTER T	5.69	22.76
3.00	VAL-267030	3" 200# BRASS GATE VALVE	123.07	369.21
4.00	IPC-3X6X	3"X6"XH NIPPLE INTERNAL COATED	53.47	213.88
5.00	FST-2X1/4HB	2" X 1/4" FS HEX BUSHING	12.48	62.40
1.00	FST-2X1/2HB	2" X 1/2" FS HEX BUSHING	10.08	10.08
1.00	FST-1/2X1/4HB	1/2" X 1/4" FS HEX BUSHING	1.79	1.79
Subtotal				680.12
Sales Tax				45.91
Total Invoice Amount				726.03
Payment/Credit Applied				
TOTAL				726.03

Check/Credit Memo No:

Rec's By *[Signature]*
 Finance charge of 1.5% per month (18% per annum) will be charged as allowed by Texas law.

42

WESTHOFF MERCANTILE CO.
124 E. HOUSTON
EDNA, TEXAS 77957
PHONE: (361) 782-2451

270

```

INV # 601117/1
DATE : 5/07/25
CLERK: GW
TERM # 555

TIME : 1:44
*****
* INVOICE *
*****

```

CUST # 1047
TERMS: NET 10TH

MERCER CONSTRUCTION COMPANY
P. O. BOX 888
EDNA TX 77957-0888
(361) 782-2112

DUE DATE: 6/10/25

```

**      **      **      **      **      **      **      **
TIME : 1:44
**      **      **      **      **      **      **      **
**      **      **      **      **      **      **      **
INVOICE
**      **      **      **      **      **      **      **
**      **      **      **      **      **      **      **

```

[illegible]

C. H. Adley

Received: By



REMIT TO: Corporate Accounting
PO Box 1519
Victoria, TX 77902
USA
361-788-2000

INVOICE

INVOICE	701264233
Invoice Date	05/08/2025
Terms	NET 30
Net Due Date	06/07/2025
PO Number	seadrift

Your Sales Representative: Jennifer Parks

Bill To: MERCER CONSTRUCTION PO BOX 888 EDNA, TX 77957 US	ID: 104251	Ship To: MERCER CONSTRUCTION 909 N. COLORADO EDNA, TX 77957 US 782 7163
--	-------------------	---

2770

TAKER		ORDER NUMBER	ORDER DATE	PICK TICKET #	PAGE NO.
DEVAN		2351682	05/07/2025	4325710	1 of 1
CARRIER	TRACKING	DELIVERY INSTRUCTIONS			
WILL CALL - SSV	PICKED UP BY MERCER				
Quantities		Item ID	Unit Price		Extended Price
ORDERED	SHIPPED	UOM	Disp.	Item Description	

4.00	4.00	EA	5184050	GALV NIP 3 X CLOSE GALV NIPPLE	28.9609	115.84
------	------	----	---------	--------------------------------	---------	--------

Total Lines: 1

Subtotal: 115.84
Sales Tax: 0.00
AMOUNT DUE: 115.84

By signing this disclosure, you accept the terms & conditions set forth. Please ensure all China and Tubs are inspected carefully at time of receipt. NO RETURNS, REFUNDS or EXCHANGES on SPECIAL ORDERS, BROKEN CHINA, DAMAGED TUBS or ELECTRICAL ITEMS.

Shipment
Accepted By
& Signed:

Print:

FINANCE CHARGES APPLY TO ALL PAST DUE BALANCES. THE AMOUNT IS THE LESSOR OF 1.50% PER MONTH OR THE MAXIMUM RATE ALLOWED BY LAW.
STOCK MATERIAL IN ORIGINAL PACKAGING AND RESELLABLE CONDITION MAY BE RETURNED WITHIN 90 DAYS WITH A RECEIPT. RESTOCKING FEES APPLY.

Please take our 30 second customer survey.



*** REPRINT ***

44



REMIT TO: Corporate Accounting
PO Box 1519
Victoria, TX 77902
USA
361-788-2000

INVOICE

INVOICE	701264220
Invoice Date	05/08/2025
Terms	NET 30
Net Due Date	06/07/2025
PO Number	seadrift

Your Sales Representative: Jennifer Parks

Bill To: MERCER CONSTRUCTION PO BOX 888 EDNA, TX 77957 US	ID: 104251	Ship To: MERCER CONSTRUCTION 909 N. COLORADO EDNA, TX 77957 US 782 7163
--	-------------------	---

TAKER DEVAN		ORDER NUMBER 2351682	ORDER DATE 05/07/2025	PICK TICKET # 4325551	PAGE NO. 1 of 1
CARRIER WILL CALL - SSV		TRACKING PICKED UP BY MERCER	DELIVERY INSTRUCTIONS		
Quantities		Item ID Item Description	Unit Price	Extended Price	
ORDERED	SHIPPED	UOM	Disp.		

1.00	1.00	EA	3163700 BK 100-008 2IN IPS BRS GATE VLV	69.0665	69.07
Ordered As: 032888000087					
3.00	3.00	EA	5178050 GALV NIP 2 X CLOSE GALV NIPPLE	8.1280	24.38

Total Lines: 2

Subtotal: 93.45
Sales Tax: 0.00
AMOUNT DUE: 93.45

By signing this disclosure, you accept the terms & conditions set forth. Please ensure all China and Tubs are inspected carefully at time of receipt. NO RETURNS, REFUNDS or EXCHANGES on SPECIAL ORDERS, BROKEN CHINA, DAMAGED TUBS or ELECTRICAL ITEMS.

Shipment
Accepted By
& Signed:

Print:

FINANCE CHARGES APPLY TO ALL PAST DUE BALANCES. THE AMOUNT IS THE LESSOR OF 1.50% PER MONTH OR THE MAXIMUM RATE ALLOWED BY LAW.
STOCK MATERIAL IN ORIGINAL PACKAGING AND RESELLABLE CONDITION MAY BE RETURNED WITHIN 90 DAYS WITH A RECEIPT. RESTOCKING FEES APPLY.

Please take our 30 second customer survey.



*** REPRINT ***

45

Do it Best **ALAMO** **LUMBER COMPANY**

Edna
 Alamo Lumber Company
 1002 N Wells St
 Edna TX 77957
 361-781-0846
 Fax: 361-781-0816

CUSTOMER COPY



INVOICE

2505-872366 PAGE 1 OF 1

SOLD TO	JOB ADDRESS
MERCER CONSTRUCTION P O BOX 888 EDNA TX 77957	MERCER CONSTRUCTION P O BOX 888 EDNA TX 77957 361.782.7163

ACCOUNT	JOB
26000021	1
SOLD ON	5/14/2025 8:16:55 AM
CUST PICKUP	
BRANCH	2600
CUSTOMER PO#	1281
STATION	ED5
CASHIER	2635
SALESPERSON	2601
ORDER ENTRY	

2770

Quantity	UM	Item	Description	D	T	Price	Per	Amount
2	EACH	704128	6.5OZ 40% AER DEET REPEL		Y	7.9900	EACH	15.98
1	EACH	102695	1X2X18 GRADE/SRVEY STAKE 25 PER BUND		Y	16.9900	EACH	16.99
1	EACH	360910	500' BRD PINK MASON LINE		Y	19.9900	EACH	19.99

Payment Method(s) Buyer: ALL MERCER EMPLOYEES

Charge to Acct 52.96

26 8.25% EXE: EXEMPT	SubTotal	52.96
	Sales Tax	0.00
	Deposit	
Please Pay This Amount		52.96

Due in full by 10th of following month unless a Retail Charge Agreement has been executed. ALL SALES ARE "as is" AND WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY EXCLUDED FROM THIS TRANSACTION.
 REMIT TO PO BOX 17258, SAN ANTONIO TEXAS 78217



Signature ALL MERCER EMPLOYEES

[Handwritten Signature]

46

Date 7-15-25 CAS

CREDIT
MEMO.

TOTAL

CUSTOMER'S ORDER NO.		DEPARTMENT		DATE	
NAME <i>MCCLELLAN</i>		361-220-2295		5-15-23	
ADDRESS <i>611 W. 1st St.</i>				7987	
CITY, STATE, ZIP					

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	Load 1-2 base	210	540
2			
3			
4			
5			
6	1 Load 1-2 base	210	
7			
8			
9			
10			
11			
12	Job		
13	Charge and PINE SS		
14	Scrubbed TX		
15			
16			
17			
18			

SOLD BY	CASH	C.O.D.	CHEQUE	ON ACCT.	MOSE. REID.	PAID C/D

RECEIVED BY	DATE	AMOUNT
<i>[Signature]</i>	5/15/23	540

KEEP THIS SLIP FOR REFERENCE

THE SHERWIN WILLIAMS CO.
707 E MOCKINGBIRD LN
VICTORIA TX 77904 2144



SHERWIN-WILLIAMS.

ACCOUNT: 8667-8241-4

Visit www.sherwin-williams.com
Store 707436
(361) 573-4721
Fax: (361) 573-9071
JOB 1 MERCER CONSTRUCTION CO

CHARGE
INVOICE
No. 0569-2

PAGE 1 OF 1
PO# 2770

MERCER CONSTRUCTION CO
PO BOX 888
EDNA TX 77957 0888

DATE: 05/15/2025
TIME: 08:42 AM
2-0100
E17/10552

(361) 782-7163

TERMS: NET PAYMENT DUE ON JUNE 20th.

2770

SALES NUMBER	SIZE	PRODUCT	DESCRIPTION	FILL UNITS	WORKING GALLONS	WRK GAL PRICE	QTY	PRICE	VALUE
6202-14460	5KT	169B60	TARGRD BLACK 5G		5.00	43.92	1	219.59	219.59
6403-23820	4GL-KT	B69B00060	TAR GUARD PART A	1					
6403-23838	GALLON	B69V00060	TAR GUARD HARDENER	1					
154-8684	GALLON	R2K4	XYLENE-GAL-SW				2	31.69	63.38
			DISCOUNT (% 15.00)						-9.51

Thank You
receipt required for refund

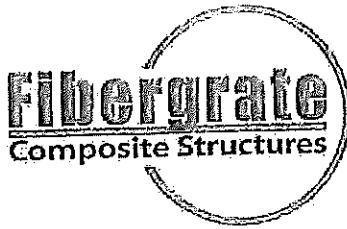
SUBTOTAL BEFORE TAX 273.46
8.250% SALES TAX: 1-447790400 22.56
CHARGE \$296.02

MERCHANDISE RECEIVED IN GOOD ORDER BY:

VINCE

STORE HOURS
SUNDAY: 10:00 AM - 4:00 PM
MONDAY - FRIDAY: 7:00 AM - 6:00 PM
SATURDAY: 8:00 AM - 5:00 PM

40



FIBERGRATE COMPOSITE STRUCTURES INC
1234 JOHNSON ROAD
SUITE 366
ALLEN, TX 75013
PH * FAX
Remit Payment to: P.O. Box 931944
Cleveland, OH 44193

INVOICE	
Invoice Number	100 / 10046982
Invoice Date	05-16-2025
Terms	AR Net 30
Due Date	06-15-2025

Bill To

MERCER CONSTRUCTION COMPANY
P.O. BOX 888
EDNA, TX 77957

Ship to

MERCER CONSTRUCTION
909 N. COLORADO ST.
EDNA, TX 77957

material 2770

Purchase Order No.		Customer No.	Sales Order No.	Order Date		Sales Rep			
14243		BP0002121	630009897	03-06-2025 14:53		4162			
Item Number	Description			UOM	Ordered	Shipped	Back Order	Unit Price	Extended Price
FABMSC	<p>Fabricated Project</p> <p>Utilize the Following:</p> <p>Corvex Fiberplate 1/4" thick, molded plate Dark Gray / No Grit</p> <p>Fabricate the Following:</p> <p>3 pieces per customer drawing Chlorine Contact Basin Baffle Detail marked: 1001MC</p> <p>3 pieces per customer drawing Clarifier Basin Basin Baffle Detail marked: 1002MC</p> <p>Ship the Following:</p> <p>3 panels ISOFR 16015-6, Dark Gray / Qtz marked: 1003MC</p> <p>JOB: W.W.T.P. - Seadrift</p>			lot	1,0000	1,0000	0.0000	12,606.00	12606.00
Sub-Total		Freight	G.S.T. / T.P.S. Tax 1	H.S.T. Tax 2		P.S.T. / T.V.Q. Sales Tax		Total USD	
12606.00		0.00				0.00		12606.00	

Please state with your payment 100 / 10046982
Delivery Terms Quoted, FOB Point of Origin

USA



COLORADO MATERIALS, LTD.

P.O. BOX 2109 * SAN MARCOS, TEXAS 78667-2109
BILLING INQUIRIES (512) 396-1555 (512) 353-7757

Invoice	416638	Page	1
Date	5/17/2025	Terms	NET 10 DAYS

Customer # 4066

Bill to:

MERCER CONSTRUCTION COMPANY
P.O. BOX 888
EDNA, TX 77957

Ship to:

CITY OF SEADRIFT, TX
NURSERY RAIL YARD (F.O.B.)

2770

Ticket #	Date	Order	Product	Description	Quantity	Rate	Amount	Tax	Total
233703	5/15/2025	2770	7080	7080=NON-SPEC 1 3/4" BA	11.09 Ton	25.50	282.80	0.00	282.80
233749	5/15/2025	2770	7080	7080=NON-SPEC 1 3/4" BA	11.02 Ton	25.50	281.01	0.00	281.01
Product Total					22.11		\$563.81	\$0.00	\$563.81

Notice: Checks presented to Colorado Materials, Ltd. will be processed as an EFT, and may be debited from your account same-day. Your original check will not be returned.

Material	\$563.81
Sales Tax	\$0.00
Total Due	\$563.81

50

WESTHOFF MERCANTILE CO.
124 E. HOUSTON
EDNA, TEXAS 77957
PHONE: (361) 782-2451

INV # 601343/1
DATE : 5/21/25
CLERK: JG
TERM # 556
TIME : 9:59

* INVOICE *

CUST # 1047
TERMS: NET 10TH
DUE DATE: 6/10/25

MERCER CONSTRUCTION COMPANY
P. O. BOX 888
EDNA TX 77957-0888
(361) 782-2112

2770

QUANTITY	UM	ITEM	DESCRIPTION	SUG. PRICE	PRICE/PER	EXTENSION
4	EA	7022395	TEE SCH80 PVC 3/4 SLP		3.79/EA	15.16 N
2	EA	6395933	COUPLING PVC CMP 3/4CTS 4IN L		4.99/EA	9.98 N
** AMOUNT CHARGED TO ACCOUNT **						0.00
						25.14
						NON-TAXABLE
						SUB-TOTAL
						TAX AMOUNT
						TOTAL INVOICE

5x C. Hadley
Received By

Do it Best ALAMO LUMBER COMPANY

Edna
Alamo Lumber Company
1002 N Wells St
Edna TX 77957
361-781-0846
Fax: 361-781-0816

CUSTOMER COPY



INVOICE

2505-892270 PAGE 1 OF 1

SOLD TO	JOB ADDRESS
MERCER CONSTRUCTION P O BOX 888 EDNA TX 77957	MERCER CONSTRUCTION P O BOX 888 EDNA TX 77957 361.782.7163

ACCOUNT	JOB
26000021	0
SOLD ON	5/21/2025 3:05:46 PM
CUST PICKUP	
BRANCH	2600
CUSTOMER PO#	Y
STATION	ED4
CASHIER	2640
SALESPERSON	2601
ORDER ENTRY	

2770

Quantity	UM	Item	Description	D	T	Price	Per	Amount
6	EACH	4015	16X4X16 CONCRETE PAD 54 per pal		Y	6.8900	EACH	41.34

Payment Method(s) Buyer: ALL MERCER EMPLOYEES

Charge to Acct 41.34

26 8.25% EXE: EXEMPT	SubTotal	41.34
	Sales Tax	0.00
	Deposit	
Please Pay This Amount		41.34

Due in full by 10th of following month unless a Retail Charge
ement has been executed. ALL SALES ARE "as is" AND
WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY
EXCLUDED FROM THIS
TRANSACTION.
REMIT TO PO BOX 17258, SAN ANTONIO TEXAS 78217



Signature ALL MERCER EMPLOYEES

C. Hadley

(2)

ACTION

DILFIELD SUPPLY, INC.

507 WEST YORK STREET
GANADO, TX 77962

Voice: 361-771-3531

Fax: 361-771-2857

INVOICE

Invoice Number: 200269

Invoice Date: May 22, 2025

Page: 1

Bill To:
MERCER CONSTRUCTION 909 NORTH COLORADO EDNA, TX 77957

Ship To:
CARL
2770

Customer ID	Customer PO	Payment Terms	
2065		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Hand Deliver		6/21/25

Quantity	Item	Description	Unit Price	Amount
3.00	VAL-267040	4" 200# BRASS GATE VALVE	182.98	548.94
6.00	PVC-836040	4" MPT X SOC PVC SCH 80 MALE ADPT	40.82	244.92
Subtotal				793.86
Sales Tax				53.59
Total Invoice Amount				847.45
Payment/Credit Applied				
TOTAL				847.45

Check/Credit Memo No:

Rec's By C. Hall
Finance charge of 1.5% per month (18% per annum) will be charged as allowed by Texas law.

53

Port O'Connor Improvement District-

39 Denman Dr.
P O Box 375
Port O'Connor, TX 77982

Invoice

Date	Invoice #
5/22/2025	5514

Bill To
Mercer Construction
2770

Class	Item Code	Description	Supplier Inv ...	Quantity	Price Each	Amount
	Sewer	1 PC Pit Pack 6'5"		1	2,724.35	2,724.35
	Sewer	Valve/Breather - 1 PC 6'5"		1	2,060.00	2,060.00
	Sewer	3" Valve Pit Flex Hose		1	181.28	181.28
	Sewer	3" Sch 40 PVC Plastic Cap		1	22.66	22.66
	Sewer	Cast Iron Lid w/Seal		1	347.00	347.00
	Sewer	Cast Iron Cover (Frame Only)		1	220.00	220.00
	Sewer	4" Grommet with .55 gap		2	13.00	26.00
	Sewer	Air Terminal 6" Sandstone		1	325.00	325.00
					Total	\$5,906.29

V#
16788
Paid

ALAMO LUMBER COMPANY

Edna
 Alamo Lumber Company
 1002 N Wells St
 Edna TX 77957
 361-781-0846
 Fax: 361-781-0816

CUSTOMER COPY



INVOICE

2505-908741 PAGE 1 OF 1

SOLD TO	JOB ADDRESS
MERCER CONSTRUCTION P O BOX 888 EDNA TX 77957	MERCER CONSTRUCTION P O BOX 888 EDNA TX 77957 361.782.7163

ACCOUNT	JOB
26000021	0
SOLD ON	5/28/2025 3:37:54 PM
CUST PICKUP	
BRANCH	2600
CUSTOMER PO#	Y
STATION	ED5
CASHIER	2640
SALESPERSON	2601
ORDER ENTRY	

2770

Quantity	UM	Item	Description	D	T	Price	Per	Amount
8	EACH	4015	16X4X16 CONCRETE PAD 54 per pal		Y	6.8900	EACH	55.12

Payment Method(s) Buyer: ALL MERCER EMPLOYEES

Charge to Acct 55.12

SubTotal	55.12
26 8.25% Sales Tax	0.00
EXE: EXEMPT	
Deposit	
Please Pay This Amount	55.12

Due in full by 10th of following month unless a Retail Charge Agreement has been executed. ALL SALES ARE "as is" AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY EXCLUDED FROM THIS TRANSACTION.

REMIT TO PO BOX 17258, SAN ANTONIO TEXAS 78217



Signature ALL MERCER EMPLOYEES

C Hadley

55

Re: Change Order

From: [REDACTED]

Date: Tue 6/3/2025 4:35 PM

To: [REDACTED]

Cc: [REDACTED]

Only the change order for the ball field can be approved tonight. I need a total for that. The rest will have to be on the next meeting on June 10, 2025.

Lori Thomas
City of Seadrift
Mayor
361-785-2251

From: [REDACTED]

Sent: Tuesday, June 3, 2025 4:17 PM

To: [REDACTED]

Cc: [REDACTED]

Subject: Change Order

Change Order No. 4 is attached for your review. John Mercer will be attending the meeting tonight to discuss this with you.



LYNNENGINEERING

[REDACTED]
Project Coordinator
Civil Engineering Division
Texas Registered Engineering Firm F-324

phone: 361-782-7121

email: [REDACTED]

2200 Avenue A

Bay City, TX 77414



This communication is intended for the sole use of the person(s) to whom it is addressed and may contain information that is privileged and confidential or subject to copyright. Any unauthorized use, disclosure, or copying of this communication is strictly prohibited. If you have received this communication in error, please contact the sender immediately. Any communication received in error should be deleted and all copies destroyed.

50

Change order #4



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Construction Change Order Request

NOTE: Texas Local Government Code Sec. 262.031 "CHANGES IN PLANS AND SPECIFICATIONS" regulations apply. Generally, a cumulative increase in the contract price in excess of 25% or a cumulative decrease in excess of 18% are disallowed.

Subrecipient: <u>City of Seadrift</u>	GLO Contract Number: <u>22-085-070-D328</u>	Date: <u>6/2/2025</u>
Engineer Name Address & Phone	Subrecipient Name, Address, & Phone Number:	Contractor Name, Address & Phone Number:
Lynn Engineering, LLC 2200 Avenue A Bay City, TX 77414 979.245.8900	City of Seadrift PO Box 159 Seadrift, TX 77983 361.785.2251	K-C Lease Service, Inc 1712 SH 35 South Bay City, TX 77414 979.323.9911
Project #: <u>E2497</u>	Bid Package #: <u>1</u>	Change Order #: <u>4</u>
Contract Origination Date: <u>3/4/2024</u>	Project Description: <u>Drainage Improvements</u>	

You are hereby requested to comply with the following changes from the contract plans and specifications.

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Schedule etc.	Decrease in Contract Price	Increase in Contract Price
10	Change - Install New Long Side Water Service \$2000/LS - 1 EA to 2 EA		\$2,000.00
10A	Change - Install New Short Sewer Service \$1000/ EA - 0 EA to 3 EA		\$3,000.00
10B	Change - Install New Long Sewer Service \$2000/EA - 0 EA to 1 EA		\$2,000.00
17	Change - Denver St - Install 15" HDPE \$62/LF - 250 LF to 155 LF	\$5,890.00	
18	Change - Denver St - Install 18" HDPE \$65/LF - 138 LF to 80 LF	\$3,770.00	
19	Change - Denver St - Install 24" HDPE \$85/LF - 304 LF to 290 LF	\$1,190.00	
20	Change - Denver St - Gravel Driveway Repair \$44/SY - 251 SY to 163 SY	\$3,872.00	
28	Change - Oakland St - Install 12" HDPE \$70/LF - 188 LF to 178 LF	\$700.00	
29	Change - Oakland St - Install 15" HDPE \$62/LF - 736 LF to 784 LF		\$2,976.00
30	Change - Oakland St - Install 18" HDPE \$65/LF - 556 LF to 646 LF		\$5,850.00
37	Change - Oakland St - Rem & Repl Concrete Driveway \$28/SF - 465 SF to 405 SF		\$1,680.00
51	Change - Toledo St - Rem & Repl Asph Driveway \$33/SF - 24 SF to 99 SF		\$2,475.00
59	Change - Bill Tindall St - Install 18" HDPE \$65/LF - 666 LF to 671 LF		\$325.00
60	Change - Bill Tindall St - Install 24" HDPE \$130/LF - 410 LF to 500 LF		\$11,700.00

Change in Construction Contract Price

Original Contract Price:	\$3,940,141.00
Cumulative Previous Change Order(s) Total:	(\$462,269.00)
Contract Price Prior to this Change Order:	3,477,872.00

Change in Contract Time (Calendar Days)

Original Contract Time in Days:	
Net Change from Previous Change Order(s) in Days	
Contract Time Prior to this Change Order in Days	

51

Net Increase/Decrease of
this Change Order:

\$495,003.50

Net Increase/Decrease of this Change Order in Days:

58



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Construction Change Order Request

Contract Price with All Approved Change Orders:	3,972,875.50	Contract Time with All Approved Change Orders in Days:	
Cumulative Percent Change in Contract Price (+/-)	0.83%	Subrecipient Contract End Date:	
Construction Contract Start Date:	3/4/2024	Construction Contract End Date:	

Reimbursements of costs included in this change order are subject to review by GLO-CDR.

*This document may be executed prior to submission for GLO-CDR review, but all parties involved will be held responsible if the change order or amendment warranted as a result of this change order is not in compliance with CDBG or HUD Requirements

Subrecipient Signature		Engineer Signature	Contractor Signature
Subrecipient Name and Title (Printed)	John D. Mercer, PE	Engineer Name and Title (Printed)	Contractor Name and Title (Printed)
Subrecipient Signature		Contractor Signature	

Justification for Change Order

1. Will this change order increase or decrease the number of beneficiaries? ☐ Increase ☐ Decrease ☒ No Change

If there is a change, how many beneficiaries will be affected?

Total LMI

2. Effect of this change on the scope of work: ☐ Increase ☐ Decrease ☒ No Change

3. Effect on operation and maintenance costs: ☐ Increase ☐ Decrease ☒ No Change

4. Are all prices in the change order dependent upon unit prices found in the original bid? ☒ Yes ☐ No

If "no", explain:

--

5. Has the change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction? ☐ Yes ☒ No

If "yes", is an environmental assessment required?

--

58



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Construction Change Order Request

- | | | |
|--|---|-----------------------------|
| 6. Is the Texas Council on Environmental Quality (TCEQ) clearance still valid (if applicable)? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 7. Is the CCN permit still valid? (sewer projects only) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 8. Are the disability access requirements/approval still valid (if applicable)? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 9. Are other Disaster Recovery contractual special condition clearances still valid? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

If "no", explain:

Disclaimer: The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.

60

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Schedule etc.	Decrease in Contract Price	Increase in Contract Price
			\$7,200.00
64	Change - Bill Tindall St - Rem & Repl Concrete Driveway \$30/SF - 30 SF to 270 SF		
76	Change - Austin Ave - Rem & Repl Asph Driveway \$33/SF - 58 SF to 0 SF	\$1,914.00	
78	Change - Austin Ave - Rem & Repl Concrete Driveways \$30/SF - 7 SF to 63 SF		\$1,680.00
86	Change - Broadway - Install 18" HDPE \$65/LF - 454 LF to 464 LF		\$650.00
87	Change - Broadway - Install 24" HDPE \$145/LF - 934 LF to 875 LF	\$8,555.00	
89	Change - Broadway - Rem & Repl Asph Driveway \$33/SF - 67 SF to 99 SF		\$1,056.00
91	Change - Broadway - Rem & Repl Concrete Driveway \$22/SF - 36 SF to 324 SF		\$6,336.00
100	Change - St Louis - Install 18" HDPE \$65/LF - 2166 LF to 2314 LF		\$9,620.00
101	Change - St Louis - Install 24" HDPE \$145/LF - 164 LF to 184 LF		\$2,900.00
103	Change - St Louis - Rem & Repl Asph Driveway \$33/SF - 237 SF to 855 SF		\$20,394.00
105	Change - St Louis - Rem & Repl Concrete Driveway \$22/SF - 972 SF to 5949 SF		\$109,494.00
114	Change - Cleveland - Install 18" HDPE \$65/LF - 1963 LF to 1922 LF	\$2,665.00	
115	Change - Cleveland - Install 24" HDPE \$145/LF - 264 LF to 248 LF	\$2,320.00	
117	Change - Cleveland - Rem & Repl Asph Driveway \$33/SF - 98 SF to 234 SF		\$4,488.00
119	Change - Cleveland - Rem & Repl Conc Driveway \$22/SF - 54 SF to 486 SF		\$9,504.00
128	Change - Houston - Install 15" HDPE \$62/LF - 904 LF to 936 LF		\$1,984.00
129	Change - Houston - Install 18" HDPE \$65/LF - 1582 LF to 1983 LF		\$26,065.00
130	Change - Houston - Install 24" HDPE \$145/LF - 72 LF to 68 LF	\$580.00	
132	Change - Houston - Rem & Repl Asph Driveway \$33/SF - 119 SF to 0 SF	\$3,927.00	
134	Change - Houston - Rem & Repl Concrete Driveway \$22/SF - 70 SF to 630 SF		\$12,320.00
146	Change - Dallas - Install 15" HDPE \$62/LF - 462 LF to 510 LF		\$2,976.00
147	Change - Dallas - Install 18" HDPE \$65/LF - 972 LF to 1305 LF		\$21,645.00
148	Change - Dallas - Install 24" HDPE \$145/LF - 86 LF to 147 LF		\$8,845.00
150	Change - Dallas - Rem & Repl Asphalt Driveway \$33/SF - 196 SF to 1179 SF		\$32,439.00
152	Change - Dallas - Rem & Repl Concrete Driveway \$22/SF - 16 SF to 144 SF		\$2,816.00
161	Change - Baltimore - Install 15" HDPE \$62/LF - 870 LF to 908 LF		\$2,356.00
165	Change - Baltimore - Rem & Repl Asph Driveway \$33/SF - 104 SF to 162 SF		\$1,914.00
167	Change - Baltimore - Rem & Repl Concrete Driveway \$22/SF - 70 SF to 630 SF		\$12,320.00
176	Change - Washington - Install 15" HDPE \$62/LF - 682 LF to 738 LF		\$3,472.00
177	Change - Washington - Install 18" HDPE \$65/LF - 1458 LF to 1683 LF		\$9,685.00
178	Change - Washington - Install 24" HDPE \$145/LF - 112 LF to 152 LF		\$5,800.00
180	Change - Washington - Rem & Repl Asph Driveway \$33/SF - 166 SF to 315 SF		\$4,917.00
182	Change - Washington - Rem & Repl Concrete Driveway \$22/SF - 97 SF to 873 SF		\$17,072.00
190	Change - 15th - Install 15" HDPE \$62/LF - 262 LF to 322 LF		\$3,720.00
191	Change - 15th - Install 18" HDPE \$65/LF - 258 LF to 293 LF		\$2,275.00
194	Change - 15th - Rem & Repl Asphalt Driveway \$33/SF - 27 SF to 0 SF	\$891.00	
208	Change - 6th - Install 18" RCP \$95/LF - 118 LF to 0 LF	\$11,210.00	
217	Change - 4th - Install 15" HDPE \$62/LF - 30 LF to 80 LF		\$3,100.00
218	Change - 4th - Install 18" HDPE \$65/LF - 78 LF to 118 LF		\$2,600.00
221	Change - 4th - Rem & Repl Asph Driveway \$33/SF - 114 SF to 0 SF	\$3,762.00	
236	Change - 5th - Install 15" Culvert \$62/LF - 166 LF to 206 LF		\$2,480.00
237	Change - 5th - Install 18" Culvert \$65/LF - 174 LF to 182 LF		\$520.00
239	Change - 5th - Remove and Replace Concrete Driveway \$22/SF - 81 SF to 729 SF		\$14,256.00
AA3	Change - Clean Existing Culvert 30" - 60" \$50/LF - 662 LF to 440 LF	\$11,100.00	
AA7	Change - Asphalt Pavement Repair \$50/SY - 16 SY to 0 SY	\$800.00	
CO4-1	Ball Field: Remove 18" Culvert \$7/LF - 222 LF		\$1,554.00
CO4-2	Ball Field: Install 18" Culvert \$65/LF - 222 LF		\$14,430.00
CO4-3	Ball Field: Remove/Replace Concrete Sidewalk \$22/SF - 426 SF		\$9,372.00
CO4-4	Ball Field: Remove/Replace Chain Link Fence \$35/LF - 60 LF		\$2,100.00
CO4-5	Denver St - Remove & Replace Driveway Headwall \$3000/EA - 2 EA		\$6,000.00
CO4-6	Bill Tindall St - Remove & Replace Concrete Headwall \$3000/EA - 2 EA		\$9,000.00
CO4-7	Cleveland - Concrete Headwall \$3000/EA - 3 EA		\$1,345.50
CO4-8	Denver St - Asph Street Repair \$6.50/SY - 207 SY		\$1,287.00
CO4-9	Toledo St - Asph Street Repair \$6.50/SY - 198 SY		\$1,872.00
CO4-10	Bill Tindall St - Asph Street Repair \$6.50/SY - 288 SY		\$3,276.00
CO4-11	Broadway - Asph Street Repair \$6.50/SY - 504 SY		\$10,939.50
CO4-12	St Louis - Asph Street Repair \$6.50/SY - 1683 SY		\$4,212.00
CO4-13	Cleveland - Asph Street Repair \$6.50/SY - 648 SY		\$6,961.50
CO4-14	Houston - Asph Street Repair \$6.50/SY - 1071 SY		\$3,568.50
CO4-15	Dallas - Asph Street Repair \$6.50/SY - 549 SY		\$5,031.00
CO4-16	Baltimore - Asph Street Repair \$6.50/SY - 774 SY		\$7,663.50
CO4-17	Washington - Asph Street Repair \$6.50/SY - 1179 SY		

61

CO4-18	15th - Asph Street Repair \$6.50/SY - 396 SY		\$2,574.00
CO4-19	14th - Asph Street Repair \$6.50/SY - 396 SY		\$2,574.00
CO4-20	4th - Asph Street Repair \$6.50/SY - 1026 SY		\$6,669.00
CO4-21	AA7 Railroad - Asph Street Repair \$6.50/SY - 144 SY		\$936.00
CO4-22	6th - Install 24" HDPE \$145/LF - 344 LF		\$49,880.00



Outlook

Re: Seadrift - Bid Manual and Change Order

From: [REDACTED] <[REDACTED]>

Date: Thu 6/5/2025 1:15 PM

To: [REDACTED] <[REDACTED]>

Cc: [REDACTED]

[REDACTED]

Thank you for following up with Chas on those amounts. If those figures are correct, I'm trying to understand why we are showing additional quantities in Change Order #4. There are also a couple of other discrepancies we need to address:

- **Line 37** – We're reducing the quantity from 465 SF to 405 SF, but the cost is increasing by \$1,680.
- **Line 177** – We're increasing the quantity by 225 LF at \$65/LF, which should result in a \$14,625 increase, but the change order lists the increase as \$9,685.

This is a substantial change order, and in order to ensure transparency and maintain compliance with GLO, Lynn Engineering needs to provide a street-by-street analysis of the proposed changes.

In addition, a written justification from the Engineer must be submitted explaining how this additional work benefits the project and why it is necessary as well as include justification for the addition of line items and why they were not included in the original bid.

Please let me know when we can expect to receive the documents I have requested and give me a call if you have any questions.

Thank you,

[REDACTED]
Project Manager



9017 W. Hwy. 29 Suite 206, Liberty Hill, Texas 78642
Cell: 512.576.2266 Office: 512.452.0432
LCMSinc.com / [Facebook](#) / [LinkedIn](#)

From: [REDACTED] <[REDACTED]>

Sent: Wednesday, June 4, 2025 3:44 PM

To: [REDACTED]

Subject: [REDACTED]

[REDACTED]

I asked Chas about your initial notes on CO4, please see his response below.

(V)



[REDACTED]
Project Coordinator
Civil Engineering Division
Texas Registered Engineering Firm F-324

phone: 361-782-7121

email: [REDACTED]

2200 Avenue A

Bay City, TX 77414



From: [REDACTED]
Sent: Wednesday, June 4, 2025 3:41 PM
To: [REDACTED]
Subject: Re: Seadrift - Bid Manual and Change Order

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Elizabeth, I reviewed the notes below and checked our records and found that below are the correct project totals.

10-A, The correct total is 3 each for the job

10-B, The correct total is 1 each for the job

[REDACTED]
[REDACTED]
Estimating/Management
Matagorda Construction & Materials

[REDACTED]
[REDACTED]
www.mcmbaycity.com

1712 State Highway 35 South Bay City Texas
77414

From: [REDACTED]
Sent: Wednesday, June 4, 2025 2:15 PM
To: [REDACTED]
Subject: FW: [REDACTED]

See email exchange below. Spreadsheet attached for your review. You will see a CO5 column in there, I originally thought we would split things up, but it all went on CO4.

64



[REDACTED]
Project Coordinator
Civil Engineering Division
Texas Registered Engineering Firm F-324

phone: [REDACTED]
email: [REDACTED]
2200 Avenue A
Bay City, TX 77414



From: [REDACTED]
Sent: Tuesday, June 3, 2025 4:01 PM
To: Elizabeth [REDACTED]
Cc: [REDACTED]
Subject: RE: Seadrift - Bid Manual and Change Order

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Elizabeth,

In my initial review of Change Order #4, I have a couple of questions regarding line items 10A and 10B:

10A – Install New Short Sewer Service (\$1,000 each)

- Initial bid: 1 service at \$1,000
- CO #3: Added 2 additional services, bringing the total to 3
- PA #9: Contractor pulled 1, remaining quantity: 2
- PA #10: Contractor pulled the remaining 2, leaving 0
- **Change Order #4 currently states a change from 0 to 3, but based on the history, this should reflect a change from 3 to 6.**

10B – Install New Long Sewer Service (\$2,000 each)

- Initial bid: 1 service at \$2,000
- My tracker shows that this service has not yet been pulled by the contractor
- **Change Order #4 lists a change from 0 to 1 – are we adding a second service, or is the original quantity sufficient?**

I'll continue reviewing the document, but I wanted to flag these items for clarification before moving forward.

[REDACTED]
Project Manager

65



9017 W. Hwy. 29 Suite 206, Liberty Hill, Texas 78642
Cell: 512.576.2266 Office: 512.452.0432
LCMSinc.com / [Facebook](https://www.facebook.com/LCMSinc) / [LinkedIn](https://www.linkedin.com/company/LCMSinc)

From: [REDACTED]
Sent: Tuesday, June 3, 2025 10:31 AM
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: Seadrift - Bid Manual and Change Order

Good morning [REDACTED]

I attached a copy of Change Order No. 4 for your review. I need a couple of days to get docs and specs to you for the EST, I haven't had a chance to go through those yet.



[REDACTED]
Project Coordinator
Civil Engineering Division
Texas Registered Engineering Firm F-324

phone: [REDACTED]
email: [REDACTED]
2200 Avenue A
Bay City, TX 77414



From: [REDACTED]
Sent: Monday, June 2, 2025 3:50 PM
To: Elizabeth Abel [REDACTED]
Cc: John Mercer [REDACTED]
Subject: Seadrift - Bid Manual and Change Order

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Elizabeth,

During our monthly meeting with the City of Seadrift, John mentioned that Change Order #4 is being finalized for the Citywide Drainage project. He also shared that TCEQ approval has been received for the elevated storage tank project and that we are preparing to go out to bid.

When ready, could you please send me the draft of Change Order #4 for the Citywide Drainage project (contract ending in D328) as well as the bid manual for the elevated storage tank project (contract ending in E760)? I'd like to review both before execution or advertisement.

Thank you so much!

[REDACTED]
Project Manager

66



9017 W. Hwy. 29 Suite 206, Liberty Hill, Texas 78642

Cell: 512.576.2266 Office: 512.452.0432

LCMSinc.com / [Facebook](#) / [LinkedIn](#)

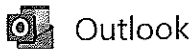
This communication is intended for the sole use of the person(s) to whom it is addressed and may contain information that is privileged and confidential or subject to copyright. Any unauthorized use, disclosure, or copying of this communication is strictly prohibited. If you have received this communication in error, please contact the sender immediately. Any communication received in error should be deleted and all copies destroyed.

This communication is intended for the sole use of the person(s) to whom it is addressed and may contain information that is privileged and confidential or subject to copyright. Any unauthorized use, disclosure, or copying of this communication is strictly prohibited. If you have received this communication in error, please contact the sender immediately. Any communication received in error should be deleted and all copies destroyed.

This communication is intended for the sole use of the person(s) to whom it is addressed and may contain information that is privileged and confidential or subject to copyright. Any unauthorized use, disclosure, or copying of this communication is strictly prohibited. If you have received this communication in error, please contact the sender immediately. Any communication received in error should be deleted and all copies destroyed.

This email has been scanned for spam and viruses. Click [here](#) to report this email as spam.

67



Outlook

Pay App 14

From [REDACTED]

Date Thu 5/29/2025 11:55 AM

To [REDACTED]

Cc [REDACTED]

📎 1 attachment (755 KB)

PA 14 As Submitted 5 29 2025.pdf;

Good morning.

I have attached Application for Payment No. 14 for your review and approval.



[REDACTED]
Project Coordinator
Civil Engineering Division
Texas Registered Engineering Firm F-324

phone: [REDACTED]

email: [REDACTED]

2200 Avenue A

Bay City, TX 77414



This communication is intended for the sole use of the person(s) to whom it is addressed and may contain information that is privileged and confidential or subject to copyright. Any unauthorized use, disclosure, or copying of this communication is strictly prohibited. If you have received this communication in error, please contact the sender immediately. Any communication received in error should be deleted and all copies destroyed.

This email has been scanned for spam and viruses. Click [here](#) to report this email as spam.

68



Stuart A. Lynn, PE
N. Mitchell Carrillo, PE
John D. Mercer, PE
Mark Hutson, PE
Diego Andrade, PE

May 29, 2025

City of Seadrift
Attn: Lori Thomas, Mayor
501 South Main Street
Seadrift, TX 77983

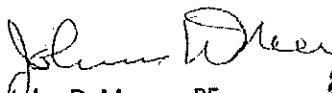
RE: City of Seadrift Drainage Improvements Project (GLO No. 22-085-070-D328)
Application for Payment No. 14

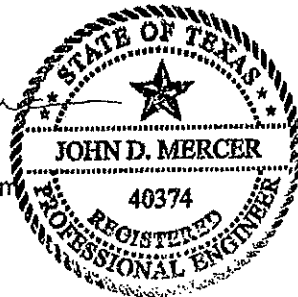
Dear Mayor Thomas:

Transmitted herewith is Application for Payment No. 14, dated May 9, 2025 from Matagorda Construction & Materials for work performed on the referenced project through May 1, 2025.

In my opinion, the amount requested is representative of the work actually completed by the contractor. It is my recommendation that payment in the amount of \$266,818.90 be made to Matagorda Construction & Materials.

Sincerely,


John D. Mercer, PE
john.mercer@lynnngroup.com





APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF PAGES

TO (OWNER):

PROJECT:

SEADRIFT DRAINAGE

APPLICATION NO: 14

CITY OF SEADRIFT

PERIOD TO: 5-1-25

FROM (CONTRACTOR):

K-C Lease Service Inc
dba Matagorda Construction & Materials

VIA (ARCHITECT):

LYNNE ENGINEERING

ARCHITECT'S

PROJECT NO: GLO # 22-085-070-D328

CONTRACT FOR:

CONTRACT DATE: 1-4-2024

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			TOTAL	
Number	Approved this Month	Date Approved		
1	3-28-24		63,708.00	(683,527.00)
2	8-28-24		32,017.00	0
3	12-20-24		125,533.00	0
TOTALS			221,258.00	(683,527.00)
Net change by Change Orders			(462,269.00)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

[Signature]

By:

Date: 5-9-2025

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

By:

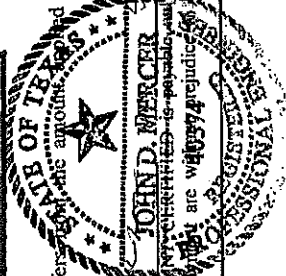
[Signature]

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AMOUNT CERTIFIED
(Attach explanation if amount certified differs from amount for.)

\$ 266,818.90

State of: TEXAS
Subscribed and sworn to before me on this 9th day of May 2025
Notary Public: DENISE DANIELLE MONTAGUE
My Commission expires: April 8, 2029



Application is made for Payment, as shown below, in connection with the Contract, Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 3,940,141.00
2. Net change by Change Orders \$ (462,269.00)
3. CONTRACT SUM TO DATE \$ 3,477,872.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 3,358,471.00
5. RETAINAGE
 - a. 5 % of Completed Work (Column D + E on G703) \$ 167,923.55
 - b. % of Stored Material (Column F on G703) \$ 0
6. TOTAL EARNED LESS RETAINAGE \$ 3,190,547.45
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates) \$ 2,923,728.55
8. CURRENT PAYMENT DUE \$ 266,818.90
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6) \$ 287,324.55

Seadrift Drainage Improvements Project
 UPDATED 5/01/25 (pay period April 2025)

Bid Item	Description	Bid Quantity	Unit	Unit Price	ADJUSTED CONTRACT \$	APR 25		MONTHS OVER RUN	TOTAL QTY TO DATE	TOTAL \$ TO DATE	COMPLET
						QTY INSTALLED	TOTAL \$				
1	MOBILIZATION	1,000	LS	40,000.00	40,000.00		\$ -		0.75	\$ 30,000.00	75%
2	BONDS AND INSURANCE	1,000	LS	30,000.00	30,000.00		\$ -		1	\$ 30,000.00	100%
3	POTHOLE TO LOCATE UTILITIES	80,000	HR	280.00	22,400.00		\$ -		80	\$ 22,400.00	100%
4	RELOCATE WATER METERS	10,000	EA	500.00	5,000.00	4	\$ 2,000.00		10	\$ 5,000.00	100%
5	RELOCATE SS CLEANOUTS	10,000	EA	500.00	5,000.00	5	\$ 2,500.00		10	\$ 5,000.00	100%
6	TRAFFIC CONTROL	1,000	LS	10,000.00	10,000.00	0.1	\$ 1,000.00		1	\$ 10,000.00	100%
7	RESEEDING DITCHES	1,000	LS	50,000.00	50,000.00	0.3	\$ 15,000.00		0.8	\$ 40,000.00	80%
8	SWSP PROTECTION	1,000	LS	10,000.00	10,000.00	0.1	\$ 1,000.00		1	\$ 10,000.00	100%
9	INSTALL NEW SHORT WATER SERVICE	17,000	LS	1,000.00	17,000.00		\$ -		17	\$ 17,000.00	100%
10	INSTALL NEW LONG SIDE WATER SERVICE	1,000	LS	2,000.00	2,000.00		\$ -		1	\$ 2,000.00	100%
10A	INSTALL NEW SHORT SEWER SERVICE	3,000	EA	1,000.00	3,000.00		\$ -		3	\$ 3,000.00	100%
10B	INSTALL NEW LONG SEWER SERVICE	1,000	EA	2,000.00	2,000.00		\$ -		1	\$ 2,000.00	100%
11	DENVER ST - REGRADE DITCH	2,276,000	LF	7.00	15,932.00		\$ -		2276	\$ 15,932.00	100%
12	DENVER ST - CLEAN CULVERT 12" - 30"	174,000	LF	65.00	11,310.00		\$ -		174	\$ 11,310.00	100%
13	DENVER ST - REM 12" CULV	90,000	LF	7.00	630.00		\$ -		90	\$ 630.00	100%
14	DENVER ST - REM 12" CULV	118,000	LF	7.00	826.00	24	\$ 168.00		118	\$ 826.00	100%
15	DENVER ST - REM 18" CULV	166,000	LF	7.00	1,162.00		\$ -		166	\$ 1,162.00	100%
16	DENVER ST - REM 30" CULVERT	32,000	LF	7.00	224.00		\$ -		32	\$ 224.00	100%
17	DENVER ST - INSTALL 12" RCP	250,000	LF	62.00	15,500.00		\$ -		250	\$ 15,500.00	100%
18	DENVER ST - INSTALL 18" RCP	138,000	LF	65.00	8,970.00		\$ -		138	\$ 8,970.00	100%
19	DENVER ST - INSTALL 24" RCP	304,000	LF	85.00	25,840.00		\$ -	16	304	\$ 25,840.00	100%
20	DENVER ST - GRAVEL DRIVEWAY REPAIR	251,225	SY	44.00	11,044.00		\$ -		251	\$ 11,044.00	100%
21	DENVER ST - REM & REPL ASPH DRIVEWAY	23,000	SF	33.00	759.00		\$ -		0	\$ -	0%
22	DENVER ST - SAWCUT ASPHALT	103,000	LF	2.00	206.00		\$ -		103	\$ 206.00	100%
22	DENVER ST - REM & REPLACE DRIVEWAY HEADWALL	7,000	EA	1,000.00	7,000.00		\$ -		0	\$ -	0%
23	OAKLAND ST - REGRADE DITCH	5,436,000	LF	7.00	38,052.00		\$ -		5436	\$ 38,052.00	100%
24	OAKLAND ST - REM 4" - 8" CULVERT	18,000	LF	7.00	126.00		\$ -		18	\$ 126.00	100%
25	OAKLAND ST - REM 12" CULVERT	816,000	LF	7.00	4,032.00		\$ -		816	\$ 4,032.00	100%
26	OAKLAND ST - REM 15" CULVERT	506,000	LF	7.00	3,542.00		\$ -		506	\$ 3,542.00	100%
27	OAKLAND ST - REM 18" CULVERT	654,000	LF	7.00	4,578.00		\$ -		654	\$ 4,578.00	100%
28	OAKLAND ST - REM 18" CULVERT	188,000	LF	7.00	1,316.00	10	\$ 700.00		188	\$ 13,160.00	100%
29	OAKLAND ST - INSTALL 12" RCP	736,000	LF	62.00	45,632.00		\$ -	48	736	\$ 45,632.00	100%
30	OAKLAND ST - INSTALL 15" RCP	356,000	LF	65.00	23,140.00		\$ -	90	356	\$ 36,140.00	100%
31	OAKLAND ST - INSTALL 24" RCP	1,185,000	LF	175.00	207,375.00	477	\$ 83,475.00		1185	\$ 207,375.00	100%
32	OAKLAND ST - INSTALL 36" RCP	667,000	LF	285.00	190,065.00	304	\$ 86,640.00		667	\$ 190,065.00	100%
33	OAKLAND ST - INSTALL 42" RCP	110,000	LF	85.00	40,150.00		\$ -		110	\$ 40,150.00	100%
34	OAKLAND ST - GRAVEL DRIVEWAY REPAIR	574,000	SY	44.00	25,256.00		\$ -		574	\$ 25,256.00	100%
35	OAKLAND ST - REM & REPL ASPH DRIVEWAY	9,000	SF	33.00	297.00		\$ -		0	\$ -	0%
36	OAKLAND ST - SAWCUT ASPHALT	201,000	LF	2.00	402.00		\$ -		201	\$ 402.00	100%
37	OAKLAND ST - REM & REPL CONCRETE DRIVEWAY	406,000	SF	28.00	11,368.00		\$ -		406	\$ 11,368.00	100%
38	OAKLAND ST - SAWCUT CONCRETE	190,000	LF	2.00	380.00		\$ -		190	\$ 380.00	100%
39	OAKLAND ST - JUNCTION BOX	8,000	EA	4,000.00	32,000.00		\$ -		8	\$ 32,000.00	100%
40	OAKLAND ST - REMOVE SET	2,000	EA	1,500.00	3,000.00		\$ -		2	\$ 3,000.00	100%
41	OAKLAND ST - INSTALL 24" SET	2,000	EA	3,200.00	6,400.00		\$ -		2	\$ 6,400.00	100%
42	OAKLAND ST - ASPH PAVEMENT RECONSTRUCTION	3,120,000	SY	17.00	53,040.00		\$ -		0	\$ -	0%
42A	LIMESTONE	400,000	TN	42.00	16,800.00		\$ -		0	\$ -	0%
42B	CEMENT	60,000	TN	300.00	18,000.00		\$ -		0	\$ -	0%
43	TOLEDO ST - REGRADE DITCH	332,000	LF	7.00	2,324.00		\$ -		332	\$ 2,324.00	100%
44	TOLEDO ST - REM 12" CULVERT	20,000	LF	7.00	140.00		\$ -		20	\$ 140.00	100%
45	TOLEDO ST - REM 15" CULVERT	60,000	LF	7.00	420.00		\$ -		60	\$ 420.00	100%
46	TOLEDO ST - REM 18" CULVERT	22,000	LF	7.00	154.00		\$ -		22	\$ 154.00	100%
47	TOLEDO ST - REM 24" CULVERT	52,000	LF	7.00	364.00		\$ -		52	\$ 364.00	100%
48	TOLEDO ST - INSTALL 15" RCP	130,000	LF	62.00	8,060.00		\$ -		130	\$ 8,060.00	100%
49	TOLEDO ST - INSTALL 24" RCP	52,000	LF	145.00	7,540.00		\$ -		52	\$ 7,540.00	100%
50	TOLEDO ST - GRAVEL DRIVEWAY REPAIR	48,000	SY	44.00	2,112.00		\$ -		48	\$ 2,112.00	100%
51	TOLEDO ST - REM & REPL ASPH DRIVEWAY	24,000	SF	33.00	792.00		\$ -		0	\$ -	0%
52	TOLEDO ST - SAWCUT ASPHALT	107,000	LF	2.00	214.00		\$ -		107	\$ 214.00	100%
53	BILL TINDALL ST - REGRADE DITCH	3,204,000	LF	7.00	22,428.00		\$ -		3204	\$ 22,428.00	100%
54	BILL TINDALL ST - REM 12" CULVERT	60,000	LF	7.00	420.00		\$ -		60	\$ 420.00	100%
55	BILL TINDALL ST - REM 15" CULVERT	164,000	LF	7.00	1,148.00		\$ -		164	\$ 1,148.00	100%
56	BILL TINDALL ST - REM 18" CULVERT	684,000	LF	7.00	4,788.00		\$ -		684	\$ 4,788.00	100%
57	BILL TINDALL ST - REM 24" CULVERT	100,000	LF	7.00	700.00		\$ -		100	\$ 700.00	100%
58	BILL TINDALL ST - INSTALL 15" RCP	60,000	LF	60.00	3,600.00		\$ -		60	\$ 3,600.00	100%
59	BILL TINDALL ST - INSTALL 18" RCP	666,000	LF	65.00	43,290.00		\$ -		666	\$ 43,290.00	100%
60	BILL TINDALL ST - INSTALL 24" RCP	410,000	LF	130.00	53,300.00		\$ -	60	410	\$ 53,300.00	100%
61	BILL TINDALL ST - GRAVEL DRIVEWAY REPAIR	341,000	SY	44.00	15,004.00		\$ -		341	\$ 15,004.00	100%
62	BILL TINDALL ST - REMOVE AND REPLACE ASPH DRIVEWAY	39,000	SF	33.00	1,287.00		\$ -		0	\$ -	0%
63	BILL TINDALL ST - SAWCUT ASPHALT	102,000	LF	2.00	204.00		\$ -		102	\$ 204.00	100%
64	BILL TINDALL ST - REM & REPLACE CONCRETE DRIVEWAY	270,000	SF	30.00	8,100.00		\$ -		270	\$ 8,100.00	100%
65	BILL TINDALL ST - SAWCUT CONCRETE	131,000	LF	2.00	262.00		\$ -		131	\$ 262.00	100%
66	AUSTIN AVE - REGRADE DITCH	2,494,000	LF	7.00	17,458.00		\$ -		2494	\$ 17,458.00	100%
67	AUSTIN AVE - REMOVE 30" CULVERT	16,000	LF	7.00	112.00		\$ -		16	\$ 112.00	100%
68	AUSTIN AVE - REMOVE 12" CULVERT	284,000	LF	7.00	1,988.00		\$ -		284	\$ 1,988.00	100%
69	AUSTIN AVE - REMOVE 15" CULVERT	274,000	LF	7.00	1,918.00		\$ -		274	\$ 1,918.00	100%
70	AUSTIN AVE - REMOVE 18" CULVERT	118,000	LF	7.00	826.00		\$ -		118	\$ 826.00	100%
71	AUSTIN AVE - REMOVE 24" CULVERT	28,000	LF	7.00	196.00		\$ -		28	\$ 196.00	100%
72	AUSTIN AVE - INSTALL 15" RCP	360,000	LF	62.00	22,320.00		\$ -		360	\$ 22,320.00	100%
73	AUSTIN AVE - INSTALL 18" RCP	176,000	LF	65.00	11,440.00		\$ -		176	\$ 11,440.00	100%
74	AUSTIN AVE - INSTALL 24" RCP	28,000	LF	130.00	3,640.00		\$ -		28	\$ 3,640.00	100%
75	AUSTIN AVE - GRAVEL DRIVEWAY REPAIR	140,000	SY	44.00	6,160.00		\$ -		140	\$ 6,160.00	100%
76	AUSTIN AVE - REM & REPL ASPH DRIVEWAY	58,000	SF	33.00	1,914.00		\$ -		0	\$ -	0%
77	AUSTIN AVE - SAWCUT ASPHALT	246,000	LF	2.00	492.00		\$ -		246	\$ 492.00	100%
78	AUSTIN AVE - REM & REPL CONCRETE DRIVEWAYS	63,000	SF	30.00	1,890.00		\$ -		63	\$ 1,890.00	100%
79	AUSTIN AVE - SAWCUT CONCRETE	20,000	LF	2.00	40.00		\$ -		20	\$ 40.00	100%
80	BROADWAY - REGRADE DITCH	3,630,000	LF	7.00	25,410.00		\$ -		3630	\$ 25,410.00	100%
81	BROADWAY - REM 12" CULVERT	30,000	LF	7.00	210.00		\$ -		30	\$ 210.00	100%
82	BROADWAY - REM 15" CULVERT	121,000	LF	7.00	847.00		\$ -		121	\$ 847.00	100%
83	BROADWAY - REM 18" CULVERT	908,000	LF	7.00	6,356.00		\$ -		908	\$ 6,356.00	100%
84	BROADWAY - REM 21" - 24" CULVERT	936,000	LF	7.00	6,552.00		\$ -		936	\$ 6,552.00	100%
85	BROADWAY - INSTALL 15" RCP	62,000	LF	62.00	3,844.00		\$ -		62	\$ 3,844.00	100%
86	BROADWAY - INSTALL 18" RCP	454,000	LF	65.00	29,510.00		\$ -	10	454	\$ 29,510.00	100%
87	BROADWAY - INSTALL 24" RCP	934,000	LF	145.00	135,430.00		\$ -		934	\$ 135,430.00	100%
88	BROADWAY - GRAVEL DRIVEWAY REPAIR	489,000	SY	44.00	21,516.00		\$ -		489	\$ 21,516.00	100%
89	BROADWAY - REM & REPL ASPH DRIVEWAY	67,000	SF	33.00	2,211.00		\$ -		0	\$ -	0%
90	BROADWAY - SAWCUT ASPHALT	304,000	LF	2.00	608.00		\$ -		304	\$ 608.00	100%
91	BROADWAY - REM & REPL CONCRETE DRIVEWAY	324,000	SF	22.00	7,128.00	27	\$ 594.00		324	\$ 7,128.00	100%
92	BROADWAY - SAWCUT CONCRETE	173,000	LF	2.00	346.00		\$ -		173	\$ 346.00	100%
93	ST LOUIS - REGRADE DITCH	6,554,000	LF	7.00	45,878.00		\$ -		6554	\$ 45,878.00	100%
94	ST LOUIS - CLEAN CULVERT 12" - 30"	32,000	LF	50.00	1,600.00		\$ -		32	\$ 1,600.00	100%
95	ST LOUIS - REM 12" CULVERT	264,000	LF	7.00	1,848.00		\$ -		264	\$ 1,848.00	100%
96	ST LOUIS - REM 15" CULVERT	1,105,000	LF	7.00	7,735.00		\$ -		1105	\$ 7,735.00	100%
97	ST LOUIS - REM 18" CULVERT	446,000	LF	7.00	3,122.00		\$ -		446	\$ 3,122.00	100%
98	ST LOUIS - REM 24" CULVERT	20,000	LF	7.00	140.00		\$ -		20	\$ 140.00	100%

76

99	ST LOUIS - INSTALL 15" RCP	300.000	LF	62.00	18,600.00	200	\$	17,400.00		300	\$	18,600.00	100%
100	ST LOUIS - INSTALL 18" RCP	2,166.000	LF	65.00	140,790.00	482	\$	31,330.00	148	2166	\$	140,790.00	100%
101	ST LOUIS - INSTALL 24" RCP	164.000	LF	145.00	23,780.00	54	\$	7,830.00	20	164	\$	23,780.00	100%
102	ST LOUIS - GRAVEL DRIVEWAY REPAIR	533.000	SY	44.00	23,452.00	111	\$	4,884.00		533	\$	23,452.00	100%
103	ST LOUIS - REM & REPL ASPH DRIVEWAY	297.000	SF	33.00	7,821.00		\$	-		0	\$	-	0%
104	ST LOUIS - SAWCUT ASPHALT	2,055.000	LF	2.00	4,110.00	2001	\$	4,006.00		2055	\$	4,110.00	100%
105	ST LOUIS - REM & REPL CONCRETE DRIVEWAY	5,494.000	SF	22.00	120,868.00		\$	-		2538	\$	30,836.00	28%
106	ST LOUIS - SAWCUT CONCRETE	788.000	LF	2.00	1,476.00		\$	-		788	\$	1,476.00	100%
107	ST LOUIS - REM & REPLACE DRIVEWAY HEADWALL	2.000	EA	3,000.00	6,000.00		\$	-		2	\$	6,000.00	100%
108	ST LOUIS - REMOVE CURB AND GUTTER	1,874.000	LF	6.00	8,244.00		\$	-		0	\$	-	0%
109	CLEVELAND - REGRADE DITCH	5,319.000	LF	7.00	87,233.00		\$	-		5319	\$	37,233.00	100%
110	CLEVELAND - REMOVE 12" CULVERT	426.000	LF	7.00	2,842.00		\$	-		426	\$	2,842.00	100%
111	CLEVELAND - REMOVE 15" CULVERT	3,370.000	LF	7.00	9,590.00		\$	-		3370	\$	9,590.00	100%
112	CLEVELAND - REMOVE 18" CULVERT	814.000	LF	7.00	2,198.00		\$	-		814	\$	2,198.00	100%
113	CLEVELAND - INSTALL 15" RCP	312.000	LF	62.00	20,584.00		\$	-		332	\$	20,584.00	100%
114	CLEVELAND - INSTALL 18" RCP	1,936.000	LF	65.00	125,840.00	-27	\$	(1,755.00)		1936	\$	125,840.00	100%
115	CLEVELAND - INSTALL 24" RCP	264.000	LF	145.00	38,280.00		\$	-		264	\$	38,280.00	100%
116	CLEVELAND - GRAVEL DRIVEWAY REPAIR	704.000	SY	44.00	30,976.00		\$	-		704	\$	30,976.00	100%
117	CLEVELAND - REM & REPL ASPH DRIVEWAY	98.000	SF	33.00	3,234.00		\$	-		0	\$	-	0%
118	CLEVELAND - SAWCUT ASPHALT	490.000	LF	2.00	980.00		\$	-		490	\$	980.00	100%
119	CLEVELAND - CONCRETE HEADWALL	0.000	EA	1,000.00	1,000.00		\$	-		0	\$	-	0%
120	CLEVELAND - REM & REPL CONC DRIVEWAY	486.000	SF	22.00	10,692.00		\$	-		486	\$	10,692.00	100%
121	CLEVELAND - SAWCUT CONCRETE	240.000	LF	2.00	480.00		\$	-		240	\$	480.00	100%
122	HOUSTON - REGRADE DITCH	7,059.000	LF	7.00	49,413.00		\$	-		7059	\$	49,413.00	100%
123	HOUSTON - CLEAN CULVERT 12" 30"	206.000	LF	50.00	10,300.00		\$	-		206	\$	10,300.00	100%
124	HOUSTON - REM 4" 8" CULVERT	20.000	LF	7.00	140.00		\$	-		20	\$	140.00	100%
125	HOUSTON - REM 12" CULVERT	646.000	LF	7.00	4,522.00		\$	-		646	\$	4,522.00	100%
126	HOUSTON - REM 15" CULVERT	1,272.000	LF	7.00	8,904.00		\$	-		1272	\$	8,904.00	100%
127	HOUSTON - REM 18" CULVERT	298.000	LF	7.00	2,086.00		\$	-		298	\$	2,086.00	100%
128	HOUSTON - REM 24" CULVERT	46.000	LF	7.00	322.00		\$	-		46	\$	322.00	100%
129	HOUSTON - INSTALL 15" RCP	904.000	LF	62.00	56,048.00		\$	-		904	\$	56,048.00	100%
130	HOUSTON - INSTALL 18" RCP	1,582.000	LF	65.00	102,830.00		\$	-		1582	\$	102,830.00	100%
131	HOUSTON - INSTALL 24" RCP	72.000	LF	145.00	10,440.00		\$	-		72	\$	10,440.00	100%
132	HOUSTON - GRAVEL DRIVEWAY REPAIR	762.000	SY	44.00	33,528.00		\$	-		762	\$	33,528.00	100%
133	HOUSTON - REM & REPL ASPH DRIVEWAY	319.000	SF	33.00	8,927.00		\$	-		0	\$	-	0%
134	HOUSTON - SAWCUT ASPHALT	540.000	LF	2.00	1,080.00		\$	-		540	\$	1,080.00	100%
135	HOUSTON - REM & REPL CONCRETE DRIVEWAY	630.000	SF	22.00	13,860.00	191	\$	4,202.00		630	\$	13,860.00	100%
136	HOUSTON - SAWCUT CONCRETE	282.000	LF	2.00	564.00		\$	-		282	\$	564.00	100%
137	HOUSTON - REM & REPL DRIVEWAY HEADWALL	2.000	EA	3,000.00	6,000.00		\$	-		2	\$	6,000.00	100%
138	HOUSTON - REM & REPL DRIVEWAY AS NECESSARY	1.000	EA	5,000.00	5,000.00		\$	-		1	\$	5,000.00	100%
139	DALLAS - REGRADE DITCH	4,404.000	LF	7.00	30,828.00		\$	-		4404	\$	30,828.00	100%
140	DALLAS - CLEAN CULVERT 12" 30"	58.000	LF	50.00	2,900.00		\$	-		58	\$	2,900.00	100%
141	DALLAS - REM 4" 8" CULVERT	52.000	LF	7.00	364.00		\$	-		52	\$	364.00	100%
142	DALLAS - REM 12" CULVERT	8.000	LF	7.00	56.00		\$	-		8	\$	56.00	100%
143	DALLAS - REM 15" CULVERT	466.000	LF	7.00	3,262.00		\$	-		466	\$	3,262.00	100%
144	DALLAS - REM 18" CULVERT	680.000	LF	7.00	4,760.00		\$	-		680	\$	4,760.00	100%
145	DALLAS - REM 24" CULVERT	254.000	LF	7.00	1,778.00		\$	-		254	\$	1,778.00	100%
146	DALLAS - REM 18" 21" CULVERT	20.000	LF	7.00	140.00		\$	-		20	\$	140.00	100%
147	DALLAS - INSTALL 15" RCP	462.000	LF	62.00	28,644.00		\$	-	48	462	\$	28,644.00	100%
148	DALLAS - INSTALL 18" RCP	972.000	LF	65.00	63,180.00		\$	-	25	972	\$	63,180.00	100%
149	DALLAS - INSTALL 24" RCP	66.000	LF	145.00	12,470.00		\$	-		66	\$	12,470.00	100%
150	DALLAS - GRAVEL DRIVEWAY REPAIR	418.000	SY	44.00	18,392.00		\$	-		418	\$	18,392.00	100%
151	DALLAS - REM & REPL ASPH DRIVEWAY	196.000	SF	33.00	6,468.00		\$	-		0	\$	-	0%
152	DALLAS - SAWCUT ASPHALT	877.000	LF	2.00	1,754.00		\$	-		877	\$	1,754.00	100%
153	DALLAS - REM & REPL CONCRETE DRIVEWAY	144.000	SF	22.00	3,168.00	144	\$	3,168.00		144	\$	3,168.00	100%
154	DALLAS - SAWCUT CONCRETE	58.000	LF	2.00	116.00		\$	-		58	\$	116.00	100%
155	DALLAS - REM & REPL DRIVEWAY HEADWALL	4.000	EA	3,000.00	12,000.00		\$	-		4	\$	12,000.00	100%
156	DALLAS - REM & REPL PIPE FENCE TO INST CULVERTS	1.000	LS	2,000.00	2,000.00		\$	-		1	\$	2,000.00	100%
157	BALTIMORE - REGRADE DITCH	4,625.000	LF	7.00	32,375.00		\$	-		4625	\$	32,375.00	100%
158	BALTIMORE - CLEAN CULVERT 12" 30"	164.000	LF	50.00	8,200.00		\$	-		164	\$	8,200.00	100%
159	BALTIMORE - REM 12" CULVERT	538.000	LF	7.00	3,766.00		\$	-		538	\$	3,766.00	100%
160	BALTIMORE - REM 15" CULVERT	1,020.000	LF	7.00	7,140.00		\$	-		1020	\$	7,140.00	100%
161	BALTIMORE - REM 18" CULVERT	262.000	LF	7.00	1,834.00		\$	-		262	\$	1,834.00	100%
162	BALTIMORE - INSTALL 15" RCP	870.000	LF	62.00	53,940.00		\$	-	15	870	\$	53,940.00	100%
163	BALTIMORE - INSTALL 18" RCP	908.000	LF	65.00	59,020.00		\$	-		908	\$	59,020.00	100%
164	BALTIMORE - INSTALL 24" RCP	180.000	LF	145.00	26,100.00		\$	-		180	\$	26,100.00	100%
165	BALTIMORE - GRAVEL DRIVEWAY REPAIR	553.000	SY	44.00	24,332.00		\$	-		553	\$	24,332.00	100%
166	BALTIMORE - REM & REPL ASPH DRIVEWAY	104.000	SF	33.00	3,432.00		\$	-		0	\$	-	0%
167	BALTIMORE - SAWCUT ASPHALT	509.000	LF	2.00	1,018.00		\$	-		509	\$	1,018.00	100%
168	BALTIMORE - REM & REPL CONCRETE DRIVEWAY	70.000	SF	22.00	1,540.00		\$	-		70	\$	1,540.00	100%
169	BALTIMORE - SAWCUT CONCRETE	242.000	LF	2.00	484.00		\$	-		242	\$	484.00	100%
170	WASHINGTON - REGRADE DITCH	7,196.000	LF	7.00	50,372.00		\$	-		7196	\$	50,372.00	100%
171	WASHINGTON - CLEAN CULVERT 12" 30"	92.000	LF	50.00	4,600.00		\$	-		92	\$	4,600.00	100%
172	WASHINGTON - REMOVE 10" CULVERT	30.000	LF	7.00	210.00		\$	-		30	\$	210.00	100%
173	WASHINGTON - REMOVE 12" CULVERT	724.000	LF	7.00	5,068.00		\$	-		724	\$	5,068.00	100%
174	WASHINGTON - REMOVE 15" CULVERT	758.000	LF	7.00	5,306.00		\$	-		758	\$	5,306.00	100%
175	WASHINGTON - REMOVE 18" CULVERT	924.000	LF	7.00	2,268.00		\$	-		924	\$	2,268.00	100%
176	WASHINGTON - REMOVE 24" CULVERT	52.000	LF	7.00	364.00		\$	-		52	\$	364.00	100%
177	WASHINGTON - INSTALL 15" RCP	682.000	LF	62.00	42,284.00		\$	-		682	\$	42,284.00	100%
178	WASHINGTON - INSTALL 18" RCP	1,458.000	LF	65.00	94,770.00		\$	-	130	1458	\$	94,770.00	100%
179	WASHINGTON - INSTALL 24" RCP	112.000	LF	145.00	16,240.00		\$	-	16	112	\$	16,240.00	100%
180	WASHINGTON - GRAVEL DRIVEWAY REPAIR	579.000	SY	44.00	25,476.00		\$	-		579	\$	25,476.00	100%
181	WASHINGTON - REM & REPL ASPH DRIVEWAY	166.000	SF	33.00	5,478.00		\$	-		0	\$	-	0%
182	WASHINGTON - SAWCUT ASPHALT	747.000	LF	2.00	1,494.00		\$	-		747	\$	1,494.00	100%
183	WASHINGTON - REM & REPL CONCRETE DRIVEWAY	878.000	SF	22.00	19,206.00	11	\$	242.00		878	\$	19,206.00	100%
184	WASHINGTON - SAWCUT CONCRETE	440.000	LF	2.00	880.00		\$	-		440	\$	880.00	100%
185	WASHINGTON - REMOVE SET	4.000	EA	500.00	2,000.00		\$	-		4	\$	2,000.00	100%
186	WASHINGTON - INSTALL 18" SET	4.000	EA	2,500.00	10,000.00		\$	-		4	\$	10,000.00	100%
187	WASHINGTON - REM & REPL DRIVEWAY HEADWALL	2.000	EA	3,000.00	6,000.00		\$	-		2	\$	6,000.00	100%
188	15TH - REGRADE DITCH	2,801.000	LF	7.00	19,607.00		\$	-		2801	\$	19,607.00	100%
189	15TH - REMOVE 15" CULVERT	262.000	LF	7.00	1,834.00		\$	-		262	\$	1,834.00	100%
190	15TH - REMOVE 18" CULVERT	268.000	LF	7.00	1,876.00		\$	-		268	\$	1,876.00	100%
191	15TH - INSTALL 15" RCP	282.000	LF	62.00	16,244.00		\$	-	60	282	\$	16,244.00	100%
192	15TH - INSTALL 18" RCP	258.000	LF	65.00	15,480.00		\$	-	27	258	\$	15,480.00	100%
193	15TH - INSTALL 24" RCP	30.000	LF	145.00	4,350.00		\$	-		30	\$	4,350.00	100%
194	15TH - GRAVEL DRIVEWAY REPAIR	199.000	SY	44.00	8,756.00		\$	-		199	\$	8,756.00	100%
195	15TH - REM & REPL ASPH DRIVEWAY	27.000	SF	33.00	891.00		\$	-		0	\$	-	0%
196	15TH - SAWCUT ASPHALT	124.000	LF	2.00	248.00		\$	-		124	\$	248.00	100%
197	14TH - REGRADE DITCH	1,601.000	LF	7.00	11,207.00		\$	-		1601	\$	11,207.00	100%
198	14TH - CLEAN CULVERTS 12" 30"	50.000	LF	50.00	2,500.00		\$	-		50	\$	2,500.00	100%
199	14TH - REMOVE 18" CULVERT	226.000	LF	7.00	1,582.00		\$	-		226	\$	1,582.00	100%
200	14TH - REMOVE 24"												

205	6TH - REGRADE DITCH	370.000	LF	7.00	2,590.00		\$	-	370	\$	2,590.00	100%
206	6TH - REMOVE 12" CULVERT	20.000	LF	7.00	140.00		\$	-	20	\$	140.00	100%
207	6TH - REMOVE 24" CULVERT	344.000	LF	7.00	2,408.00	344	\$	2,408.00	344	\$	2,408.00	100%
208	6TH - INSTALL 18" RCP (should be 24" RCP)	118.000	LF	85.00	11,210.00	24	\$	2,280.00	118	\$	11,210.00	100%
209	6TH - GRAVEL DRIVEWAY REPAIR	63.000	SY	44.00	2,772.00	26	\$	1,144.00	63	\$	2,772.00	100%
210	6TH - JUNCTION BOX	1.000	EA	4,000.00	4,000.00	0.5	\$	2,000.00	1	\$	4,000.00	100%
211	6TH - ASPH PAVEMENT RECONSTRUCTION	549.000	SY	33.00	18,317.00		\$	-	0	\$	-	0%
211A	LIMESTONE	70.000	TN	7.00	490.00	70	\$	490.00	70	\$	490.00	100%
211B	CEMENT	10.000	TN	7.00	70.00	10	\$	70.00	10	\$	70.00	100%
212	4TH - REGRADE DITCH	1,658.000	LF	7.00	11,606.00		\$	-	1658	\$	11,606.00	100%
213	4TH - REMOVE 12" CULVERT	10.000	LF	7.00	70.00		\$	-	10	\$	70.00	100%
214	4TH - REMOVE 15" CULVERT	82.000	LF	7.00	574.00		\$	-	82	\$	574.00	100%
215	4TH - REMOVE 18" CULVERT	50.000	LF	7.00	350.00		\$	-	50	\$	350.00	100%
216	4TH - REMOVE 24" CULVERT	212.000	LF	7.00	1,484.00		\$	-	212	\$	1,484.00	100%
217	4TH - INSTALL 15" RCP	30.000	LF	62.00	2,760.00		\$	-	30	\$	2,760.00	100%
218	4TH - INSTALL 18" RCP	78.000	LF	65.00	5,070.00		\$	-	78	\$	5,070.00	100%
219	4TH - INSTALL 24" RCP	212.000	LF	145.00	30,740.00		\$	-	212	\$	30,740.00	100%
220	4TH - GRAVEL DRIVEWAY REPAIR	48.000	SY	44.00	2,112.00		\$	-	48	\$	2,112.00	100%
221	4TH - REM & REPL ASPH DRIVEWAY	114.000	SF	33.00	3,762.00		\$	-	103	\$	206.00	100%
222	4TH - SAWCUT ASPHALT	103.000	LF	2.00	206.00		\$	-	103	\$	3,000.00	100%
223	4TH - SADDLE INLET	1.000	EA	3,000.00	3,000.00	1	\$	3,000.00	1	\$	6,615.00	100%
224	VIRGINIA - REGRADE DITCH	945.000	LF	7.00	6,615.00		\$	-	945	\$	4,400.00	100%
225	VIRGINIA - CLEAN CULVERT 12" - 30"	88.000	LF	50.00	4,400.00		\$	-	88	\$	1,946.00	100%
226	VIRGINIA - REMOVE 12" CULVERT	278.000	LF	7.00	1,946.00		\$	-	278	\$	560.00	100%
227	VIRGINIA - REMOVE 15" CULVERT	80.000	LF	7.00	560.00		\$	-	80	\$	22,893.00	100%
228	VIRGINIA - INSTALL 15" RCP	366.000	LF	62.00	22,893.00		\$	-	366	\$	4,840.00	100%
229	VIRGINIA - GRAVEL DRIVEWAY REPAIR	110.000	SY	44.00	4,840.00		\$	-	110	\$	1,386.00	100%
230	VIRGINIA - REM & REPL CONCRETE DRIVEWAY	63.000	SF	22.00	1,386.00		\$	-	63	\$	58.00	100%
231	VIRGINIA - SAWCUT CONCRETE	49.000	LF	2.00	98.00		\$	-	49	\$	9,000.00	100%
232	VIRGINIA - REM & REPL CONCRETE HEADWALL	3.000	EA	3,000.00	9,000.00		\$	-	3	\$	12,138.00	100%
233	5TH - DITCH GRADING	1,734.000	LF	7.00	12,138.00		\$	-	1734	\$	257.00	100%
234	5TH - REMOVE 12" CULVERT	36.000	LF	7.00	252.00		\$	-	36	\$	1,386.00	100%
235	5TH - REMOVE 15" CULVERT	198.000	LF	7.00	1,386.00		\$	-	198	\$	10,297.00	100%
236	5TH - REMOVE 18" CULVERT	166.000	LF	62.00	10,297.00		\$	-	166	\$	11,310.00	100%
237	5TH - INSTALL 15" CULVERT	174.000	LF	65.00	11,310.00		\$	-	174	\$	5,236.00	100%
238	5TH - INSTALL 18" CULVERT	119.000	SY	44.00	5,236.00		\$	-	119	\$	2,007.00	100%
239	5TH - GRAVEL DRIVEWAY REPAIR	91.000	SF	22.00	2,007.00		\$	-	91	\$	58.00	100%
240	5TH - REMOVE AND REPLACE CONCRETE DRIVEWAY	29.000	LF	2.00	58.00		\$	-	29	\$	20,160.00	100%
AA1	Regrade Ditch	2,016.000	LF	\$ 10.00	\$ 20,160.00		\$	-	2016	\$	14,500.00	100%
AA2	Clean Existing Culvert 12"-30"	290.000	LF	\$ 50.00	\$ 14,500.00		\$	-	290	\$	33,100.00	100%
AA3	Clean Existing Culvert 18"-60"	662.000	LF	\$ 50.00	\$ 33,100.00		\$	-	662	\$	480.00	100%
AA4	Remove 30" RCP	48.000	LF	\$ 10.00	\$ 480.00	48	\$	480.00	48	\$	9,600.00	100%
AA5	Install 30" RCP	48.000	LF	\$ 200.00	\$ 9,600.00	48	\$	9,600.00	48	\$	74.00	100%
AA6	Saw Cut Asphalt	37.000	LF	\$ 2.00	\$ 74.00	37	\$	74.00	37	\$	800.00	100%
AA7	Asphalt Pavement Repair	16.000	SY	\$ 50.00	\$ 800.00	16	\$	800.00	16	\$	-	0%
August 2024 MATERIAL QUANTITY AND INVOICE		1.000	LS	\$ 72,713.60	\$ 72,713.60		\$	-	0	\$	-	0%

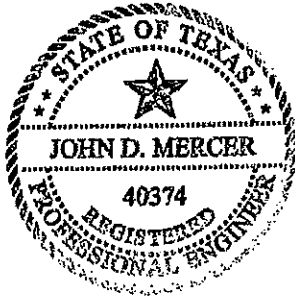
John D. Mercer
5/29/25
Engineer

Current project total: \$ 3,620,494.00
This period: \$ 281,730.00
\$ 14,046.50
\$ 264,818.50

total to date: \$ 3,358,471.00
retainage \$ 167,923.55
paid to date \$ 3,190,547.45

City of Seadrift

ORIGINAL CONTRACT TOTAL:
COM1
COM1
COM2
COM3



73



Outlook

Seadrift - D328 - Acquisition Funds

From [REDACTED]

Date Mon 6/2/2025 1:18 PM

To [REDACTED]

Cc [REDACTED]

📎 1 attachment (91 KB)

Seadrift Budget Mod_12.21.23.pdf;

Good afternoon [REDACTED]

I hope you're doing well! I'm reaching out regarding the City of Seadrift's MIT Citywide Drainage grant, Contract #22-085-070-D328.

Prior to Crystal's departure from GLO, we had been in discussion about reallocating the City's acquisition funds to construction. This was included in our most recent Change Request, along with a request for a contract extension and the addition of a new street to the scope of work.

The request to add the street was denied, the extension was approved, but the budget modification was not addressed until after the amendment extending the contract had already been executed. For your reference, I've attached the budget tool that was submitted as part of that request.

Could you please provide an update on the status of the budget modification and confirm whether it has been approved and processed?

Thank you so much, and please let me know if you need anything else from our side.

Thank you,

[REDACTED]
Project Manager



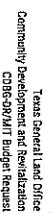
9017 W. Hwy. 29 Suite 206, Liberty Hill, Texas 78642

Cell: 512.576.2266 Office: 512.452.0432

LCMSinc.com / [Facebook](https://www.facebook.com/LCMSinc) / [LinkedIn](https://www.linkedin.com/company/LCMSinc)

This email has been scanned for spam and viruses. Click [here](#) to report this email as spam.

74

I[illegible][illegible][illegible]

**CITY OF SEADRIFT
22-085-070-D328**

PERFORMANCE STATEMENT

The U.S. Department of Housing and Urban Development's Community Development Block Grant Mitigation ("CDBG-MIT") program to provide financial assistance with funds appropriated under Public Law 115-123, was enacted on August 30, 2019, to facilitate disaster recovery, restoration, mitigation, and economic revitalization and to affirmatively further fair housing, in accordance with Executive Order 12892, in areas affected by 2015, 2016, and 2017 disasters, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*).

In strict conformance with the terms and conditions of the Hurricane Harvey State Most Impacted and Distressed (SMID) Competition and this Contract, City of Seadrift (Subrecipient) shall perform, or cause to be performed, the Infrastructure Activities defined below.

Subrecipient has identified drainage Activities that will increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters.

Subrecipient shall perform the Activities identified herein for the target area specified in its approved Texas Community Development Block Grant Mitigation Grant Application to provide a long-lasting investment that increases resiliency in the community. The persons to benefit from the Activities described herein must receive the prescribed service or benefit, and all eligibility requirements must be met to fulfill contractual obligations.

The grant total is \$4,850,939.04 Subrecipient will be required to maintain a detailed budget breakdown in the official system of record of the GLO's Community Development and Revitalization (GLO-CDR) division.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

76

Flood and Drainage Facilities

Subrecipient shall replace storm sewer piping and culverts, regrade roadside ditches with associated pavement repair, deepen the Herrin Slough passageway and complete all associated appurtenances. Construction shall take place at the following locations, including midpoint coordinates for each segment.

Flood and Drainage Facilities	Location Approximate Lat/Long	Proposed HUD Performance Measures	Census Tract	Block Group
Roadside Ditch Austin Avenue, Armstrong Road, East Virginia Avenue	From the intersection of 6 th Street and Austin Avenue east to Armstrong Road, continue northwest for approximately 115', thence east to Virginia Avenue terminus 28.416150, -96.710250	3,866 LF	0500.00	1,2,3
Roadside Ditch West Oakland Avenue	From the intersection of HWY 185 and West Oakland Avenue west approximately 340' past 13 th Street 28.4192345, -96.721674	1,717 LF		
Roadside Ditch Fifth Street and Denver Avenue	From the intersection of Denver Avenue and 3 rd Street west to 5 th Street, continue north to Dayton Avenue 28.419434, -96.714261	1,820 LF		
Roadside Ditch Bill Tindall Avenue	From the intersection of 15 th Street and Bill Tindall Avenue east to HWY 185/9th Street 28.417340, -96.722464	2,155 LF		
Roadside Ditch Broadway Avenue	From the intersection of 9 th Street and Broadway Avenue, west to a point approximately 430' west of 16 th Street 28.416406, -96.723804	2,978 LF		
Roadside Ditch, Replace Curb & Gutter & Street Repairs West St. Louis Avenue	From approximately 370' west of the intersection of 14 th Street and West St. Louis Avenue east to Railroad Avenue, thence south to Dallas Avenue 28.414653, -96.717088	6,098 LF		

Roadside Ditch Cleveland Avenue	From the intersection of 16 th Street and Cleveland Avenue east to South 4 th Street, continue south to Houston Avenue 28.413819, -96.719492	4,310 LF	0500.00	1,2,3
Roadside Ditch Houston Avenue	From the intersection of 13 th . Street and Houston Avenue, east to end of Houston Avenue 28.412697, -96.716958	4,580 LF		
Roadside Ditch 14 th Street and Dallas Avenue	From the intersection of 9 th Street and Dallas Avenue west to 14 th Street, continue south to Bay Avenue 28.412682, -96.724811	2,903 LF		
Roadside Ditch Dallas Avenue	From the intersection of 2 nd Street and Dallas Avenue east to Hallie's Bayou 28.410951, -96.709104	1,799 LF		
Roadside Ditch West Baltimore Avenue #1	From the intersection of 14 th Street and Baltimore Avenue east to 9 th Street 28.411270, -96.722605	1,801 LF		
Roadside Ditch West Baltimore Avenue #2	From Herrin's Bayou east along West Baltimore Avenue to Hallie's Bayou 28.410135, -96.711150	2,970 LF		
Roadside Ditch Washington Avenue #1	From the intersection of 13 th Street and Washington Avenue east to 12 th Street 28.410398, -96.723828	361 LF		
Roadside Ditch Washington Avenue #2	From the intersection of 9 th Street and Washington Avenue east along Washington Avenue to Hallie's Bayou 28.409433, -96.713655	4,064 LF		
Roadside Ditch #3 Washington Avenue	From 15 th Street east to 14 th Street 28.410608, -96.726062	360 LF		
Roadside Ditch Fifteenth Street	From the intersection of Bay Avenue and 15 th Street north to Toledo Avenue 28.414187, -96.726197	3,223 LF		

Roadside Ditch Ninth Street	From the intersection of Houston Avenue and 9 th Street south to Bay Avenue 28.411127, -96.719835	1,524 LF	0500.00	1,2,3
Roadside Ditch Fifth Street	From Oakland Avenue south to Austin Avenue 28.417059, -96.714497	725 LF		
Roadside Ditch East Houston Street	From Hallie's Bayou east to Cherry Street 28.411440, -96.703996	1,173 LF		
Roadside Ditch Fourth Street	From Austin Avenue north to Toledo Avenue 28.416911, -96.713476	375 LF		
Deepening of Passageway Herrin's Slough	From intersection of 9 th Street and Houston Avenue, southeast along the Herrin's Slough to Bay Avenue 28.410743, -96.715955	2,940 LF		
Roadside Ditch Toledo Avenue	From 3 rd Street east to Hallie's Bayou 28.417234, -93.711302	540 LF		
Storm Sewer & Street Repair Oakland Avenue	From the intersection of HWY 185 and Oakland Avenue east to the edge of Hallie's Bayou 28.418508, -96.714703	2,607 LF		
Storm Sewer and Street Repairs Fourth Street	From the intersection of Denver Avenue and 4 th Street south to Toledo Avenue 28.418361, -96.713253	730 LF		
Storm Sewer and Street Repairs Sixth Street	From the intersection of Oakland Avenue and 6 th Street north to Denver Avenue 28.419139, -96.715401	365 LF		
These Activities shall benefit one thousand five hundred thirty-five (1,535) persons. Of these persons, eight hundred seventy (870), or fifty-six and sixty-eight hundredths' (56.68%) are of low to moderate income.				

BUDGET

HUD Activity Type	Grant Award	Other Funds	Total
Rehabilitation/Reconstruction of Public Facilities	\$4,850,939.04	\$48,999.00 ¹	\$4,899,938.04
TOTAL	\$4,850,939.04	\$48,999.00¹	\$4,899,938.04

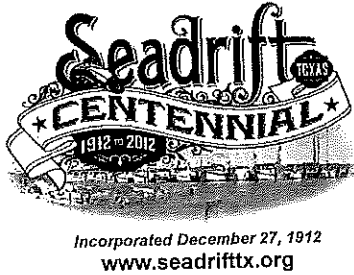
¹ CITY OF SEADRIFT GENERAL FUND TO BE USED TOWARD CONSTRUCTION COSTS

MILESTONES

Budget Gates, Milestones, Actions, and Deliverables	Not-To-Exceed Budget Gate Percentages by Budget Category (Subrecipient may draw up to, but not-to-exceed, the identified percentage of the budget category until stated deliverable(s) are submitted to and approved by the GLO.)			Single Deliverable Milestones by Budget Category (Subrecipient may draw up to 100% of budget category after submittal to and approval by the GLO of the stated deliverable.)		Multiple Deliverable Milestones (Subrecipient may draw up to, but not-to-exceed, the percentage stated after submittal to and approval by the GLO of the stated deliverable.)	
	Project Delivery		Engineering Funds	Special Environmental Funds	Acquisition Funds	Construction Funds	Planning/ Studies (not related to engineering design)
Project Phase Actions and Deliverables:	Grant Administration Funds	Environmental Funds					
Action: Start-up Phase Deliverable: Contract kick-off meeting sign-in sheet; all required start-up documentation reviewed and accepted by GLO; executed grant administration service provider contract in pdf.	0-15%						
Action: Commencement of Engineering Phase Deliverable: Executed engineering service provider contract in pdf provided during start-up phase as applicable.			0-30%				
Action: Commencement of Environmental Phase Deliverable: Executed environmental service provider contract in pdf provided during start-up phase as applicable.	15.01-30%	0-30%					
Action: Completion of Design Phase Deliverable: Complete signed and sealed 100% construction plans in pdf*.			30.01-60%				
Action: Completion of Special Environmental Services Deliverable: GLO approval of required documentation, dependent upon additional environmental requirements.				100%			

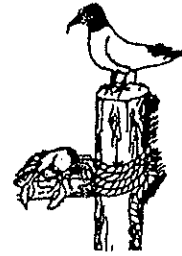
80

Project Phase Actions and Deliverables:	Project Delivery		Engineering Funds	Special Environ- mental Funds	Acquisition Funds	Construction Funds	Planning/ Studies (not related to engineering design)
	Grant Administration Funds	Environ- mental Funds					
Action: Completion of Environmental Record Review Deliverable: GLO signed AUGF**	30.01-50%	30.01-100%					
Action: Acquisition Phase Deliverable: Acquisition Detailed Report and supporting documentation per parcel accepted by GLO*					100%		
Action: Commencement of Bid Phase Deliverable: First published bid notice and publisher's affidavit*	50.01-60%		60.01-70%				
Action: Commencement of Construction Phase Deliverable: Signed Notice to Proceed (NTP)*	60.01-85%		70.01-85%			0-95%	
Action: Completion of Construction Phase Deliverable: Signed and sealed complete as-built plans in pdf; executed COCC accepted by GLO; signed FWCR accepted by GLO*	85.01-95%		85.01-100%			95.01-100%	
Action: Commencement of Planning/Study Phase Deliverable: Signed notice to proceed or similar document from Subrecipient initiating planning/study activity with description of work to be performed.							0-85%
Action: Completion of Planning/Study Phase Deliverable: Final report and proof of acceptance by the Subrecipient.							85.01-100%
Action: Grant Completion Report Approval Deliverable: GCR approved by GLO.	95.01-100%						



CITY OF SEADRIFT

Post Office Box 159
Seadrift, Texas 77983
Tel: (361) 785-2251
Fax: (361) 785-2208
Email: seadrift@seadrifttx.org



RESOLUTION 20220104-2 CDBG-MIT AUTHORIZING GRANT SIGNATORIES

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SEADRIFT, TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE GENERAL LAND OFFICE (GLO) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) - MITIGATION PROGRAM (CDBG-MIT) CONTRACT NUMBER 22-085-070-D328.

WHEREAS, the City of Seadrift, Texas has received a 2020 GLO Community Development Block Grant-Mitigation award to provide Infrastructure Improvements, and;

WHEREAS appoint persons to execute contractual documents and documents for requesting funds from the General Land Office, and;

WHEREAS an original signed copy of the CDBG-MIT *Depository/Authorized Signatories Designation Form* is to be submitted with a copy of this Resolution, and;

WHEREAS, the City of Seadrift, Texas acknowledges that in the event that an authorized signatory of the City/County changes (elections, illness, resignations, etc.), the City must provide GLO with the following:

- A resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and
- A revised CDBG-MIT *Depository/Authorized Signatories Designation Form*.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEADRIFT, TEXAS, AS FOLLOWS:

- ▶ The Mayor or Mayor Pro-Tern be authorized to execute contractual documents between the General Land Office and the City for the 2020 Community Development Block Grant - Mitigation Program (CDBG-MIT).
- ▶ The Mayor or Mayor Pro-Tern or City Secretary be authorized to execute the financial documents required for requesting funds approved in the 2020 Community Development Block Grant - Mitigation Program (CDBG-MIT).

22

Passed and Approved by Council this the day of , 2025

Lori Thomas, Mayor

ATTEST

Alice Ramero, City Clerk

82



COMMUNITY DEVELOPMENT & REVITALIZATION

The Texas General Land Office

Depository/Authorized Signatories Designation Form

Subrecipient:

City of Seadrift

Contract Number:

22-085-070-D328

The individuals below are designated by resolution as authorized signatories for contractual documents. At least two signatories required.

Lori Thomas	Tracey Johnson
Name	Name
Mayor	Mayor Pro-Tem
Title	Title
Signature	Signature
Name	Name
Title	Title
Signature	Signature

The financial lending institution listed here will serve as the depository for the Texas General Land Office-Disaster Recovery Program Community Development Block Grant (CDBG) funds:

Name of Lending Institution	Fund Account Number
P.O. Box 670	Seadrift, TX 77983
Address	City, State, Zip Code

The individuals below are designated by resolution as authorized signatories for financial documents. At least two signatories required.

Lori Thomas	Tracey Johnson
Name	Name
Mayor	Mayor Pro-Tem
Title	Title
Signature	Signature



COMMUNITY DEVELOPMENT & REVITALIZATION

The Texas General Land Office

Depository/Authorized Signatories Designation Form

Name	Name
Title	Title
Signature	Signature

NOTE: A copy of a Resolution passed by the city council or county commissioner's court authorizing the signatories must be submitted along with this form.

Disclaimer: The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.

84



COMMUNITY DEVELOPMENT & REVITALIZATION

The Texas General Land Office

Depository/Authorized Signatories Designation Form

Subrecipient:

Seadrift

Contract Number:

24-065-084-E760

The individuals below are designated by resolution as authorized signatories for contractual documents. At least two signatories required.

Lori Thomas	Tracey Johnson
Name	Name
Mayor	Mayor Pro-Tem
Title	Title
Signature	Signature
Alysa Jarvis	Name
Name	Name
Alderson	Title
Title	Title
Signature	Signature

The financial lending institution listed here will serve as the depository for the Texas General Land Office-Disaster Recovery Program Community Development Block Grant (CDBG) funds:

Name of Lending Institution	Fund Account Number
P.O. Box 670	Seadrift, TX 77983
Address	City, State, Zip Code

The individuals below are designated by resolution as authorized signatories for financial documents. At least two signatories required.

Lori Thomas	Tracey Johnson
Name	Name
Mayor	Mayor Pro-Tem
Title	Title
Signature	Signature



COMMUNITY DEVELOPMENT & REVITALIZATION

The Texas General Land Office

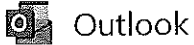
Depository/Authorized Signatories Designation Form

Alysa Jarvis	Name
Name	Name
Alderson	Title
Title	Title
Signature	Signature

NOTE: A copy of a Resolution passed by the city council or county commissioner's court authorizing the signatories must be submitted along with this form.

Disclaimer: The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.

85



Outlook

TCEQ RESTORE - Certificate Of Completion - Need City Signature

From s [REDACTED]
Date Mon 6/2/2025 12:07 PM
To [REDACTED] <[REDACTED]>
Cc [REDACTED] <[REDACTED]>

📎 1 attachment (61 KB)
Seadrift RESTORE - COCC 053025 for City Sig.pdf;

Good morning Mayor:

I have not had the chance to formally introduce myself. I am an engineer here at G&W, and I worked with the City on this project for the grant.

All of the work is complete. The TCEQ is expecting us to send in this certificate for the project. Grantworks has asked that G&W, Contractor and City sign the attached certificate.

I am not sure of the process and powers in place as to what needs to formally happen to receive signature. Could you help us follow your channels and if you agree to the certificate, please sign and return.

Karen Blaney will then send the fully executed certificate to the TCEQ for us.

Respectfully,

[REDACTED]
Lead Project Engineer
G&W Engineers, Inc.
205 W. Live Oak
Port Lavaca, Texas 77979
P: (361) 552-4509
smason@gwengineers.com

This email has been scanned for spam and viruses. Click [here](#) to report this email as spam.

86

G&W ENGINEERS, INC.

205 W. Live Oak • Port Lavaca, TX 77979 • p: (361)552-4509 • f: (361)552-4987
TBPE Firm Registration No. F4188 • TBPLS Firm Registration No. 10022100

CERTIFICATION AS TO CONSTRUCTION COMPLETION

OWNER: City of Seadrift, Texas
GRANT NO.: TCEQ Contract No. 582-22-33342
Gulf Coast Ecosystem Restoration (RESTORE) Council
Subgrant GNTSP20TX0100-01-01
PROJECT: RESTORE A.D. Powers Bayfront Park West End Improvements

DATE OF CONSTRUCTION COMPLETION: APRIL 21, 2025

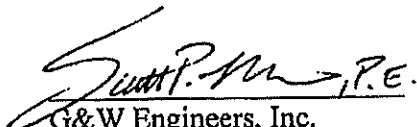
This letter is to certify that G&W Engineers, Inc. has conducted observations of the construction throughout the duration of the project and that all construction is complete and satisfactory as of the date above. Furthermore, we hereby certify the data/information below listed:

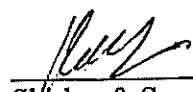
- Warranty Documents – 12 Months has been executed by the contractor.
- Final Pay Applications have been processed and approved by G&W Engineers, Inc.
- The Final Installed Major Quantities are as follows:
 - 121 LF of Courtesy Pier and Breakwater Wall
 - 7 EA of 8" Diameter Mooring Piles
 - 2 EA Picnic Shelters
 - 3 EA Solar Motion Lights (Dark Sky Compliant)
 - 57 EA of 6" Diameter Parking Bollards
 - 7,765 SF of Reworking Existing Limestone
 - 1,850 SF of New Limestone Access Driveway
 - 16,965 SF of Two Course Chip Seal Pavement
- All work was in accordance of the Signed and Sealed Plans and Contract Documents with Change Order considerations made.

Certified By:

Acknowledged By:

Attested By:


G&W Engineers, Inc.
Engineering Firm
5/30/2025


Shirley & Sons Construction Co.
Contractor

City of Seadrift
Owner

G&W File # 9697.090



GOLDEN CRESCENT REGIONAL PLANNING COMMISSION

Golden Crescent Economic Development District
1908 N. Laurent, Suite 600A Victoria, Texas 77901

361.578.1587 361.578.8865

info@gcrpc.org

FY 2025 EXECUTIVE COMMITTEE

President

Alice Jo Summers
Mayor, City of Hallettsville

1st Vice-President

Clinton Tegeler
Mayor, City of Ganado

2nd Vice-President

Robin Alaniz
Alderwoman, City of Goliad

3rd Vice-President

Chris Jackson
Councilman, City of Edna

Secretary-Treasurer

Josephine E. Soliz

Directors-at-Large

Julio Espinosa
Municipal Judge, Edna

Raymond B. Perez
Municipal Judge, Port Lavaca

Executive Director

Michael Ada

May 5, 2025

RE: Nominations for FY2026 General Assembly Delegates & Board of Directors Representatives

Dear Mayor Pro-Tem Tracey Johnson,

The Nominations Committee, a standing committee of the GCRPC Board of Directors, humbly requests your jurisdiction's nominations for the following:

- General Assembly Voting Delegates (2-year Term beginning 9/1/2025)
- Board of Directors Representative (1-year Term beginning 9/1/2025)

The General Assembly is the policy body of the association that meets at least once annually to adopt the association's annual budget and program of work and establishes policy guidelines to direct the Board of Directors.


The Board of Directors is the governing body of the association that generally meets on a monthly basis and provides oversight for all of the association's programs and projects.

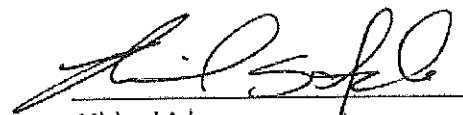
A general brochure and nomination form are included for your benefit and use. All nominations should be received no later than the close of business, Friday, June 13, 2025, and may be submitted using the attached form to Natasha Armstrong, Member Services Coordinator, at natashaa@gcrpc.org, or by mail to:

Attn: Natasha Armstrong, Member Services Coordinator
Board of Directors, Nominations Committee
Golden Crescent Regional Planning Commission
1908 N. Laurent, Suite 600
Victoria, Texas 77901

We look forward to receiving your nominations and the work we will do together in FY 2026. Please contact Ms. Armstrong if you have any questions or concerns.

Sincerely,


Mayor Alice Jo Summers
President


Michael Ada
Executive Director



City of Seadrift Representatives

Please review your current representatives, listed at left. If you wish to continue with the same representatives, you may indicate with a check mark beside "No Change." If no response is received, we will assume your approval of the current slate.

Write changes or corrections to current rep information in the spaces provided at right.

Your Current Cities of Calhoun County Board of Directors Representative: Allen Tippit

Approve BOD Representative?: YES or NO *Please note: Cities of each county share one board seat.*

General Assembly Seat #1

Only one GA member may be voting. Only one GA member may be placed on the Board of Directors. You may elect the same individual to serve both functions.

Kenneth Reese City of Seadrift 361-785-2251	Name	
	Workplace	
	Title	
	Mailing Address	
Voting (only one rep may be listed)	Email	
No Change	Phone	

General Assembly Seat #2

Only one GA member may be voting. Only one GA member may be placed on the Board of Directors. You may elect the same individual to serve both functions.

Ms. Alysa Jarvis 361-785-2251	Name	
	Workplace	
	Title	
	Mailing Address	
Voting (only one rep may be listed)	Email	
No Change	Phone	

Please sign below and provide the date on which these nominations were approved by your Commissioners' Court or City Council.

Name _____ Date of Approval _____

Signature _____

Submit all nominations or approval of current seats to Natasha Armstrong Member Services Coordinator, by emailing natashaa@gcrpc.org, mailing to her attention at 1908 N. Laurent St., Suite 600, Victoria, TX 77901 by **June 13, 2025**.

GOLDEN CRESCENT REGIONAL PLANNING COMMISSION (GCRPC)
58TH GENERAL ASSEMBLY ANNUAL AWARDS NOMINATION FORM

DUE DATE: FRIDAY, JUNE 13, 2025

About the Awards:

Judge Robert A. Kubena Regionalism Award – This award was named for the late Robert A. Kubena, a member of the GCRPC Board of Directors for over 30 years, where he served several terms as President. In addition, he served as Chairman of the Regional Public Protection Committee for 11 years. This award is granted annually to an eligible candidate who has displayed a commitment to regionalism and the mission and objectives of GCRPC.

Eligible candidates: GCRPC General Assembly, Board of Directors, or Advisory Committee members; GCRPC Staff members

Kenneth A. Rosenquest Regional Public Protection Award – Kenneth "Rosie" Rosenquest, former Victoria Police Chief, long-time member of the Regional Public Protection Committee, and supporter of the Golden Crescent Regional Planning Commission. The award is meant to recognize a peace officer or officers who have performed an act of heroism above and beyond their call of duty.

George W. Trowell Person of the Year Award – Awarded to an individual who has done the most to forward the cause of the Golden Crescent Regional Planning Commission.

Harry O. Gibson Statesmanship Award – Awarded for efforts of elected official(s) to better lives of citizens in the region.

Eligible candidates: Any local government elected official, appointee, or employee serving a community within the Golden Crescent Region.

Criteria: Demonstrated skill and vision in the leadership and management of public affairs/policy in the golden crescent region. Well versed in and a vocal advocate for the principles of regionalism and its benefits to local governance.

Nominee			
Name			
Workplace		Title	
Mailing Address			
Email		Phone	
Nomination Reason			
Supervisor			
Supervisor Email			
Supervisor Phone			

Signature _____ Date _____

Submit all nominations to Natasha Armstrong, Member Services Coordinator, by emailing natashaa@gcrpc.org, or by mailing to her attention at 1908 N. Laurent St., Suite 600, Victoria, TX 77901 by **June 13, 2025**.



On May 7, 2025, AEP Texas, Inc. (AEP or Company) filed an Application to Amend its Rider Mobile Temporary Emergency Electric Energy Facilities (TEEEF). Under the Public Utility Regulatory Act, a transmission and distribution utility may lease and operate facilities that provide temporary electric energy to distribution customers during a significant power outage. A utility may recover the reasonable and necessary costs of leasing and operating these facilities through a rider—the TEEEF Rider. Here, the Company is seeking a total TEEEF Rider revenue requirement of \$36.2 million. If the Public Utility Commission of Texas approves AEP's request, the average residential customer's monthly bill would increase by approximately \$0.60 per month.

Cities have the ability to intervene, evaluate AEP's Application, and work with AEP to reach a settlement for a reduced revenue requirement. The City of McAllen has authorized us to intervene and begin reviewing the request. Legally, no action is required. However, please let us know if we are authorized to add your city to the coalition or we can send you a resolution if your city requires one to participate. This case is a reimbursable matter, so your city will not incur any charges for participating in the proceeding.

If you have any questions, feel free to contact us.

Jamie and Rick



JAMIE MAULDIN

Principal

512-322-5890 Direct

512-771-5232

Lloyd Gosselink Rochelle & Townsend, P.C.

816 Congress Ave., Suite 1900, Austin, TX 78701

www.lglawfirm.com | 512-322-5800

****ATTENTION TO PUBLIC OFFICIALS AND OFFICIALS WITH OTHER INSTITUTIONS SUBJECT TO THE OPEN MEETINGS ACT

A "REPLY TO ALL" OF THIS EMAIL COULD LEAD TO VIOLATIONS OF THE TEXAS OPEN MEETINGS ACT. PLEASE REPLY ONLY TO LEGAL COUNSEL.

CONFIDENTIALITY NOTICE:

This email (and all attachments) is confidential, legally privileged, and covered by the Electronic Communications Privacy Act. Unauthorized use or dissemination is prohibited. If you have received this message in error please delete it immediately. For more detailed information click <http://www.lglawfirm.com/email-disclaimer/>.

NOT AN E-SIGNATURE:

No portion of this email is an "electronic signature" and neither the author nor any client thereof will be bound by this e-mail unless expressly designated as such as provided in more detail at www.lglawfirm.com/electronic-signature-disclaimer/.

This email has been scanned for spam and viruses. Click [here](#) to report this email as spam.

(A1)

RESOLUTION NO. _____

**RESOLUTION OF THE CITY OF SEADRIFT, TEXAS
AUTHORIZING INTERVENTION IN AEP TEXAS INC.'S
APPLICATION TO AMEND ITS RIDER MOBILE
TEMPORARY EMERGENCY ELECTRIC ENERGY
FACILITIES BEFORE THE COMMISSION; APPROVING
COOPERATION WITH THE CITIES SERVED BY AEP
TEXAS; HIRING LLOYD GOSSELINK ATTORNEYS AND
CONSULTING SERVICES TO NEGOTIATE WITH THE
COMPANY AND DIRECT ANY NECESSARY LITIGATION
AND APPEALS; REQUIRING REIMBURSEMENT OF
CITIES' RATE CASE EXPENSES; FINDING THAT THE
MEETING AT WHICH THIS RESOLUTION IS PASSED IS
OPEN TO THE PUBLIC AS REQUIRED BY LAW;
REQUIRING NOTICE OF THIS RESOLUTION TO LEGAL
COUNSEL**

WHEREAS, on or about _____, 2025, AEP Texas Inc. ("AEP Texas" or "Company"), pursuant to Public Utility Regulatory Act ("PURA") §§ 36.001 and 39.918 filed with the Public Utility Commission of Texas an Application to Amend its Rider Mobile Temporary Emergency Electric Energy Facilities to change the revenue requirement related to its Rider Mobile TEEE Facilities, effective September 1, 2025; and

WHEREAS, the City is a member of the Cities Served by AEP Texas ("Cities"), a membership of similarly situated cities served by AEP that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in AEP Texas' service area; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking activities are to be reimbursed by the regulated utility.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEADRIFT, TEXAS:

SECTION 1. That the City joins other Cities Served by AEP Texas ("Cities") in this proceeding and, subject to the right to terminate employment at any time, hereby authorizes the hiring of Jamie Mauldin of Lloyd Gosselink Rochelle and Townsend, P.C, and consultants to review the Company's filing, negotiate with the Company, make recommendations regarding a reasonable revenue requirement and to direct any necessary administrative proceedings or court litigation associated with an appeal of city action.

SECTION 2. That the City shall work with Cities Served by AEP Texas in the review and evaluation of whether the proposed revenue requirement is appropriate, fair, just, and reasonable; and intervene as a necessary party in the Public Utility Commission of Texas' consideration of

AEP Texas' Application in Docket No. 58076 as it affects the customers in AEP Texas' service territory.

SECTION 3. That the City's reasonable rate case expenses shall be reimbursed by AEP Texas.

SECTION 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 5. A copy of this Resolution shall be sent to Jamie Mauldin, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (jmauldin@lglawfirm.com).

PASSED AND APPROVED this _____ day of _____, 2025.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

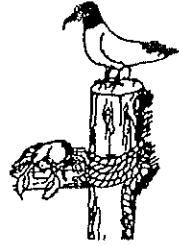
City Attorney



Incorporated December 27, 1912
www.seadrifftx.org

CITY OF SEADRIFT

Post Office Box 159/501 S. Main St.
Seadrift, Texas 77983
Tel: (361) 785-2251
Fax: (361) 785-2208
seadrift@seadrifftx.org



RESOLUTION NO. 2024-01

BANK SIGNATORIES FOR THE CITY OF SEADRIFT BANK ACCOUNTS

**A RESOLUTION OF THE CITY OF SEADRIFT, TEXAS,
DESIGNATING SIGNATORIES FOR ALL CITY ACCOUNTS;
SUPERSEDES ANY PREVIOUS RESOLUTIONS AND
PROVIDES AN EFFECTIVE DATE.**

WHEREAS, the City Council finds that it is in the best interest of the City of Seadrift to amend/assign the authorized signatories for the city bank accounts with First National Bank in Port Lavaca;

WHEREAS, former Public Officials and employees are to be removed from all accounts;

NOW, THEREFORE, BE IT RESOLVED BY THE SEADRIFT CITY COUNCIL OF THE CITY OF SEADRIFT, TEXAS:

SECTION 1. All city bank accounts shall require two (2) authorized signatures. Authorized signatures can be two (2) Public Officials or one (1) signature of a Public Official and one (1) City Employee. One (1) signature MUST be a Public Official's signature.

SECTION 2. The authorized signatories are as follows:

1. Lori Thomas, Mayor
2. _____, Mayor Pro-Tem
3. _____, Alderperson
4. _____, City Secretary
5. Alice Romero, City Clerk

SECTION 3: This Resolution shall become effective the day _____ of _____, 2025.

Passed and approved by the Seadrift City Council on _____, 2025,
during a _____ City Council meeting.

ATTEST:

LORI THOMAS, MAYOR

ALICE ROMERO, CITY CLERK

94

Request for Record Removal

From [REDACTED]
Date Fri 5/16/2025 4:14 PM
To [REDACTED]

Good Afternoon Mayor,

On 12/31/24 I was given an evaluation by Alderperson Paul Gonzales with several untrue statements and opinions within it. As policy dictates if an employee wishes to protest their evaluation they can do so by a request and appeal to the Mayor. I provided a packet with evidence of the untrue statements made within my evaluation and submitted a letter of rebuttal to Mayor Pro- Tem Tracey Johnson on 01/08/2025 but I was never given a response. I am requesting the evaluation be stricken from my employee record on the basis of the evaluation being a false and misleading document. If there is anything I can do to further assist with this matter please feel free to contact me.

Thank you for your time in this matter,
C.B.

Chief Cheyenne N. Beaver



Seadrift Police Dept.
103 W Dallas Ave.
Seadrift Tx 77983

[REDACTED]
361.785.2069
[REDACTED]

CONFIDENTIALITY NOTICE: If you have received this communication in error, please notify the sender by reply message and then delete this message from your files. This e-mail transmission and any attached documents may contain confidential information belonging to the sender, is legally privileged, and intended for use only by the intended recipient(s). If you are not an intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, copying or forwarding of this communication is strictly prohibited. Unauthorized interception of this message may be in violation of the Electronic Communications Privacy Act, 18 U.S.C. §2510 et seq.

05

FW: Follow-Up on Request for Removal of Suspension and Reinstatement of Lost Wages

From: [REDACTED]
Date: Tue 5/27/2025 8:25 AM
To: [REDACTED]

Good Morning,

While I can only address parts of this request, I am forwarding the other portion to you both to be handled.

Thank you,
C.B.

From: [REDACTED]
Sent: Thursday, May 22, 2025 2:04 PM
To: [REDACTED]
Subject: Follow-Up on Request for Removal of Suspension and Reinstatement of Lost Wages

[REDACTED]

I hope this message finds you well. I am writing to follow up on the request I submitted on or about May 7, 2025, regarding the removal of the February 2024 suspension from my personnel and TCOLE files, as well as the reinstatement of the two days of lost wages resulting from that suspension.

As outlined in my original correspondence, the disciplinary action in question appears to have been issued without proper City Council authorization, which is required under Section 5.4 of the City's personnel manual. In light of this, I respectfully requested the following:

1. Removal of the February 2024 suspension from my personnel and TCOLE files.
2. Expungement of all related documentation or correspondence.
3. Submission of the appropriate request to TCOLE for removal, if applicable.
4. Reinstatement of the two days of lost pay.
5. Written confirmation once these actions are completed.

I remain fully committed to my duties and to upholding the standards of the Seadrift Police Department. I would sincerely appreciate any updates you can provide on the status of this request or any steps that may be required from my end to help facilitate a resolution. I respectfully request a copy of the original request to be documented in my TCOLE File until a decision is made.

Thank you again for your time and attention to this matter.



Respectfully,


Seadrift Police Dept.

103 W. Dallas

Seadrift, TX 77983

361.785.2069

FAX: 361.785.2582

EMAIL: 

CONFIDENTIALITY NOTICE: If you have received this communication in error, please notify the sender by reply message and then delete this message from your files. This e-mail transmission and any attached documents may contain confidential information belonging to the sender, is legally privileged, and intended for use only by the intended recipient(s). If you are not an intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, copying or forwarding of this communication is strictly prohibited. Unauthorized interception of this message may be in violation of the Electronic Communications Privacy Act, 18 U.S.C. §2510 et seq.

(92)

Public officials using "reply all" may be in violation of the Texas Open Meetings Act.

From: [REDACTED]
Sent: Wednesday, May 21, 2025 2:44 PM
To: [REDACTED] <[REDACTED]@grantworks.org>
Cc: [REDACTED] <[REDACTED]@grantworks.net>
Subject: RE: DR 4332 - Seadrift - Seawall PW 4450 - V1 Obligated

[REDACTED]

This is an update on the status of FEMA funding on the Seawall.

Texas Division of Emergency Management (TDEM) is the holder of the FEMA funds upon FEMA obligation. Recently, FEMA *finally* approved an Amendment (Version 1-V1) to the Seawall project to account for actual construction and engineering costs.

TDEM is in the process of approving the release of the 90% federal share of \$510,393.61 = **\$459,354.25**. These funds will appear as a direct deposit in the Seadrift account.

Because these are federal funds, upon receipt of these funds, they need to be applied to outstanding Seawall costs, which I believe is only the LOC that was taken out in August 2024, and applicable interest. I do understand that interest has been piling on top, and we will submit for reimbursement of those costs with closeout.

I will keep you posted as this project progresses through the TDEM Finance system and try to alert you if I see that funds are close to being transferred.

I am in the process of planning a trip down to your area sometime in the coming months, and I hope to be able to stop by and meet you, and I can discuss the FEMA projects with you, as well as final steps to move Hurricane Harvey Public Assistance (PA) Recovery to Closeout.

Let me know if you have any questions.

Thank you!

[REDACTED]
[REDACTED]
Disaster Recovery Specialist/PA Technical Assistance
Wilson & Associates Consulting, LLC
(919) 892-4250
[REDACTED]

From: [REDACTED] <[REDACTED]@grantworks.org>
Sent: Thursday, May 8, 2025 3:03 PM
To: [REDACTED]
Cc: [REDACTED] <[REDACTED]@grantworks.net>
Subject: RE: DR 4332 - Seadrift - Seawall PW 4450 - V1 Obligated

[REDACTED]

99

I did notice that today and we'll have the RFR prepared by next week as I'll be out of the office the next few business days.

We'll let you know if we need anything!

Thank you,

[REDACTED]
Government and Public Sector
CohnReznick Advisory
CohnReznick Advisory LLC
Tel: [REDACTED]
Fax: [REDACTED]
[REDACTED]
[REDACTED]



Visit our new resource center, the C-Suite Dashboard

"CohnReznick" is the brand name under which CohnReznick LLP and CohnReznick Advisory LLC and their respective affiliates operate in an alternative practice structure in accordance with regulations and professional standards. CohnReznick LLP, a licensed CPA firm, provides attest services and CohnReznick Advisory LLC, not a licensed CPA firm, provides tax and business consulting services.

The information contained herein and in any attachment (a) is confidential and intended only for the intended recipient. If you are not the intended recipient, please advise the sender immediately and delete this email and all attachments without opening, retaining a copy or distributing to others; and (b) is not intended to be used by any taxpayer to avoid penalties that a taxing authority might impose or for promoting, marketing or recommending to another party any tax-related matters.

From: [REDACTED]
Sent: Thursday, May 8, 2025 1:03 PM
To: Jorge Flores <[REDACTED]>
Cc: [REDACTED]
<[REDACTED]>
Subject: DR 4332 - Seadrift - Seawall PW 4450 - V1 Obligated

Caution — This email originated from an external source. Be cautious of any links and attachments.

100

[REDACTED]

V1 to add \$584k to the project was obligated yesterday, May 7. I just checked and the funds show up in the TDEM EMGrants system.

I believe that you may have already set up an RFR to push the 90% cost share for these additional funds through to TDEM Management. These funds would be a priority over the SB7 reconciliation.

Let me know if you have any questions or if you need anything else.

Thank you!

-Helen

[REDACTED]
Disaster Recovery Specialist/PA Technical Assistance
Wilson & Associates Consulting, LLC

[REDACTED]
[REDACTED]
[REDACTED]

This email has been scanned for spam and viruses. Click [here](#) to report this email as spam.

101

PowerGrid Partners

Global Green Energy Solutions

2064 Blanche Dr, Oregon Ohio 43616 3190 W SR2, Oak Harbor Ohio 43449
55-484 Keawe Iki Place, HAWI, HI 96719 262 VT RT 100, Hancock, VT 05748
PMB 836 200 W 34th Ave Anchorage, AK 99503

*Your Sales, Installation and service company for PowerWind, Northern Power Systems Sole proprietors of
Software, parts, and intellectual rights in the USA.*

PowerGrid Partners LTD Service and Monitoring Agreement Northern Power® Wind Turbine

This Service Agreement (this "Agreement") is made as of July 8, 2024, by and between _____
City Of Seadrift TX _____ and PowerGrid Partners LTD. ("PowerGrid Partners") with respect to
monitoring, and repair of the Northern wind turbine(s) (the "Turbines") designated by serial number on the
attached Order Form (the "Service Order").

1. Covered Services; Additional Services

1.1 End-User hereby engages PowerGrid Partners to provide, and PowerGrid Partners hereby agrees to provide the services (the "Services") specified on the Service Order attached hereto in accordance with the terms and conditions of this Agreement and consistent with Section 8 of the Northern Power Systems Operations & Maintenance Manual for the Turbines (the "O&M Manual"). PowerGrid Partners current service and maintenance offerings are set forth on the Service and Monitoring Agreement Rate Sheet attached hereto (the "Rate Sheet"). PowerGrid Partners may change the offerings and prices on the Rate Sheet from time to time, provided that no such changes shall affect an existing Service Order between End-User and PowerGrid.

1.2 End-User may purchase additional services under this Agreement by making such a request to the PowerGrid Partners Service Department detailing the nature and type of services required, the dates for the services to be delivered, and the primary End-User contact. PowerGrid Partners will provide the End-User with a Service Order in a timely fashion that details the scope of services, the scheduled services dates, and the fee and expenses for such services. PowerGrid Partners will only provide such services once the Service Order has been prepared and approved by the End-User.

2. Provision of Services

2.1 In the provision of these services, End-User and PowerGrid Partners agree on the following terms and conditions:

- (a) PowerGrid Partners will provide the services in accordance with the maintenance schedule for each Turbine which may be revised in the normal course of business based on the Turbine's maintenance standards and fleet maintenance history.
- (b) End-User shall at all times observe the guidance provided in this Agreement and O&M Manual and updates, thereto provided by Northern Power Systems.
- (c) End-User recognizes that PowerGrid Partners may make Turbine control system and software modifications as part of providing Services. PowerGrid Partners also agrees to use commercially reasonable efforts to provide the End-User notice of software upgrades, through email notification, which the End-User may choose to purchase or opt out of at any time.

102

- (d) End-User agrees to provide PowerGrid Partners prompt unencumbered access to site power and facilities where the Turbine is located for purposes of providing the Services; including arranging all necessary permissions, permits and/or approvals required on a timely basis to facilitate site visits.
- (e) End-User agrees to provide a contact person and relevant contact information to PowerGrid Partners for purposes of maintaining updated product and service information as well as for coordinating services hereunder; End-User agrees to keep such information current and up to date.
- (f) This Service Agreement shall remain valid pending normal operation of the Turbine on a continuous basis in accordance with the guidelines as defined in the O&M Manual.
- (g) Services will be provided only if PowerGrid Partners determines that the Turbine is safe to service and that the End-User represents that to its knowledge there are no prevailing safety issues that would prevent the Turbine from being serviced by PowerGrid Partners or its designee.
- (h) Prior to execution of this Agreement, the End-User will acknowledge its compliance with the O&M Manual and PowerGrid Partners or its designee may ask End-User for a Safety Declaration prior to the performance of the services. If such declaration is not furnished, PowerGrid Partners will investigate the performance history of the turbine and make a judgment on the "serviceability" of the turbine. PowerGrid Partners will promptly notify the End-User of the issues that need to be addressed and reach agreement on a plan to proceed.

3. Safety. End-User acknowledges that, as with any sophisticated industrial machinery, the TURBINE may be unsafe or even dangerous if not operated with due care and consistent with the Operations and Maintenance Manual provided by Northern Power. Unsafe operation of the TURBINE – including by providing access thereto to persons other than qualified SERVICE and maintenance professionals -- may create circumstances that could cause serious injury, death, or property damage. Operation of the TURBINE other than in strict and full compliance with O&M materials provided by PowerGrid Partners will limit or eliminate the operability of the Turbine and shall void the Limited Warranty. End-User acknowledges that it is End-User's sole responsibility to ensure safe operation of the TURBINE.

4. Turbine Monitoring.

4.1 If End-User opts for SmartView 24X7 Monitoring, End-User grants PowerGrid Partners unconditional access to all information relating to the operation of the Turbine, including electronic access via SmartView to enable PowerGrid Partners to provide continuous monitoring of Turbine operation and performance and access to SmartView hardware at the site where the Turbine is located.

4.2 End-User agrees to provide real time Internet access only to PowerGrid Partners or PowerGrid Partners designated agent. PowerGrid Partners agrees to monitor the operation and performance of the Turbine through PowerGrid Partners Network Operations Center, using SmartView or other software for data collection and analysis.

5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY.

5.1 End-User expressly recognizes that (i) the software and/or firmware associated with the SmartView remote monitoring system and related user manuals (the "SmartView Software"), (ii) the software and/or firmware associated with the direct drive generator and the power converter and related user manuals (the "Turbine Control" and "Power Electronics Software") used with or included in the Turbine, and (iii) the design of Turbine, including the direct drive generator and the power converter, embody and constitute confidential and proprietary information of PowerGrid Partners ("Confidential Information"). Such direct drive generator

103

and power converter, excluding the Turbine Control and Power Electronics Software, are collectively referred to herein as the "Power System." End-User shall not tamper with, disassemble, modify, or reverse engineer any part of the Power System, either supplied by PowerGrid Partners as part of a system or as a separate item, nor shall End-User disassemble, reverse compile or reverse engineer any SmartView Software or Turbine Control and Power Electronics Software. End-User acknowledges that the disclosure by End-User of Confidential Information may cause irreparable injury to PowerGrid Partners and damages that may be difficult to ascertain. In the event of the actual or threatened disclosure of Confidential Information, PowerGrid Partners shall, in addition to any other rights or remedies and notwithstanding, be entitled to injunctive relief from a court of competent jurisdiction to protect and recover the Confidential Information; POWERGRID PARTNERS RESERVES ALL RIGHTS TO PURSUE AND OBTAIN APPROPRIATE LEGAL AND EQUITABLE REMEDIES FOR ANY VIOLATION OF THIS SECTION 5, End-User shall not object to the entry of an injunction or other equitable relief against End-User on the basis of an adequate remedy at law, lack of irreparable harm or any other reason.

5.2 PowerGrid Partners shall not be required to provide End-User with maintenance, support or updates regarding the Power System and Turbine Control and Power Electronics Software unless End-User opts to purchase RTU Maintenance and TSW Updates as indicated in the Rate Sheet.

5.3 End-User acknowledges that the SmartView Software is not intended to be used as billing software or to otherwise calculate charges or credits for electricity generated by the Turbine. End-User acknowledges that PowerGrid Partners has an absolute and unconditional right to monitor the performance of any Turbine, including via SmartView monitoring, and expressly and irrevocably confirms here its permission for PowerGrid Partners to do so. End-User acknowledges connectivity to the Internet must be maintained at its expense for any and all monitoring services. Maintaining Internet connectivity is exclusive of temporary power outages beyond the control of the End-User.

5.4 Except for limited usage rights in connection with End-User's operation of the Turbine, this Agreement does not grant to End-User any right, title, or interest in or to Northern Power's or PowerGrid's intellectual property, other proprietary rights or other information, including, but not limited to, Northern Power's or PowerGrid Partners name, trademarks, trade names, trade dress, trade symbols, copyrights, patents, patent applications, inventions, trade secrets, customer lists, product names or designations, processes, designs, or formulas.

5.5 This Section 5 shall survive the termination of this Agreement.

6. ON-SITE ACTIVITY.

The following conditions shall apply to any on-site Services provided by PowerGrid:

6.1 End-User shall provide such assistance as PowerGrid Partners may reasonably require to facilitate timely performance of this Agreement. End-User is responsible for support and facilitation by End-User of PowerGrid Partners performance of this Agreement. If PowerGrid Partners is unable to perform through no fault of its own or as a result of End-User's failure to cooperate or provide assistance, PowerGrid Partners shall be excused from performance. In such event, PowerGrid Partners may, at its option, terminate this Agreement or continue to perform to the extent possible, and shall be entitled to an equitable adjustment in purchase price and/or schedule. End-User assistance shall be free of charge to PowerGrid Partners and shall include but not be limited to:

- (a) End-User shall provide reasonable security and protection for all persons, property and equipment employed or used by Northern Power.
- (b) End-User shall make available to PowerGrid Partners the use of any required utilities, including electrical power, transport and water.
- (c) End-User shall assist PowerGrid Partners to obtain access to all necessary roads, railways, pumping stations, power lines, pipelines, canals, and the like.
- (d) End-User shall obtain any permits, licenses, or authorizations necessary to perform this Agreement.

7. Payments:

7.1 All prices in the Rate Sheet are in U.S. dollars. Prices do not include any taxes (sales and use, VAT or other), tariffs, import or export duties, shipping, delivery, set fees, which are all payable by the End-User unless specifically listed otherwise. End-User shall pay any and all taxes and charges or provide PowerGrid Partners with acceptable exemption certificates before or upon request of the execution of this Agreement and payment of any amounts hereunder.

7.2 End-User represents and warrants that it has the financial ability to fully perform its obligations under this Agreement. End-User has obtained any commitments, consents or approvals from third parties necessary for End-User to perform hereunder, and such commitments, consents or approvals are binding and non-discretionary. End-User's performance of its obligations hereunder will not violate any agreement or instrument to which End-User is a party or by which its properties are bound.

7.3 End-User shall make all payments due to PowerGrid Partners hereunder without deduction, set-off or counterclaim.

7.4 Unscheduled work or events: To be paid within 30 days of service.

8. Term and Termination

8.1 This Agreement will become effective on the date hereof and will remain in effect for the duration of the period specified on the Service Order. Either party may terminate this Agreement at any time upon thirty (30) days' prior written notice as long as no Service Order is in effect at such time. This contract will auto renew unless written notice is provided thirty (30) days prior to the end date.

8.2 Termination.

(a) Upon the failure of either party to remedy a material breach of any of its obligations under this Agreement within 30 days following receipt of written notice of said breach, the other party may terminate this Agreement immediately by written notice and pursue all available remedies for breach.

(b) Either party may terminate this Agreement immediately upon written notice to the other party in the event that (i) the other party is declared insolvent or bankrupt by a court of competent jurisdiction, (ii) the other party becomes involved in a voluntary or involuntary bankruptcy or other insolvency petition or proceeding for the benefit of its creditors, or (iii) this Agreement is assigned by such party for the benefit of creditors.

9. Limitation of Liability

9.1 POWERGRID PARTNERS SHALL NOT BE LIABLE TO END-USER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT OR EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR COSTS OF COVER, LOSS OF REVENUE, LOSS OF PRODUCTION, LOSS OF USE OR BUSINESS INTERRUPTION OR THE LIKE, REGARDLESS OF WHETHER POWERGRID PARTNERS WAS ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 EXCEPT IN CASES OF INJURY TO PERSONS OR PROPERTY CAUSED BY POWERGRID PARTNERS NEGLIGENT ACTS OR OMISSIONS, IN NO EVENT WILL THE TOTAL LIABILITY OF POWERGRID PARTNERS ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT PAID OR PAYABLE TO POWERGRID PARTNERS FOR SERVICES UNDER THIS AGREEMENT WITH REGARD TO THE TURBINE(S) WITH RESPECT TO WHICH A CLAIM AROSE. THIS LIMITATION OF THE TOTAL LIABILITY OF POWERGRID PARTNERS SHALL APPLY REGARDLESS OF THE FORM OF ACTION,

105

WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, CONTRIBUTION OR OTHERWISE.

10. Dispute Resolution.

10.1 Any controversy, dispute or claim between the Parties not settled by mutual agreement (a "Dispute") shall be governed by and construed in accordance with the laws of Michigan. Each Party hereby submits to the exclusive jurisdiction of the state or federal courts located in Michigan for purposes of any action relating to the interpretation or enforcement of the provisions of this Agreement, and agrees that any legal proceedings arising under or pursuant to this agreement shall be conducted in such state.

11. General Provisions.

11.1 No action, failure of action or delay by either party will constitute a waiver of any of its rights or remedies under this Agreement. The waiver of a breach of any provision does not constitute a waiver of a subsequent breach of the same or different provision.

11.2 PowerGrid Partners is an independent contractor. End-User and PowerGrid Partners are not, and will not be, joint venturers, partners, agents, servants, or employees or fiduciaries of the other, and do not have the power to bind or obligate the other.

11.3 The rights and liabilities of the parties under this Agreement are governed in all respects by the laws of the State of Michigan, without reference to or application of its conflicts of law provisions.

11.4 This Agreement may not be amended, modified or altered except in writing signed by both Parties. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

11.5 Any preprinted terms and conditions contained in any Service Order or other similar document shall be null and void and have no force in modifying the terms of this Service Agreement.

11.6 Any correspondence relating hereto shall be directed to the address indicated for the respective parties on the signature page of this Agreement.

11.7 End-User may not assign its rights and obligations hereunder without the prior written consent of PowerGrid Partners, which will be in PowerGrid Partners sole discretion but not to be unreasonably withheld. PowerGrid Partners may freely assign its rights hereunder to a service provider authorized by PowerGrid Partners. The rights and obligations under this Agreement will inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and permitted assigns.

11.8 This Agreement may be executed by the Parties in counterparts, including counterparts executed and delivered via facsimile, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

106

IN WITNESS WHEREOF, the Parties have caused this Extended Service and Monitoring Agreement to be executed by their duly authorized representatives as of the date first written above.

PowerGrid Partners, LTD.

City Of Seadrift TX

By: _____
Signature

By: _____
Signature

Name William Aldrighetti
Print/Type

Name _____
Print/Type

Title: Director of Services, Global
Print/Type

Title _____
Print/Type

Date _____

Date _____

End User Address for Notices:

Attention:

Phone:

Service and Maintenance Agreement Order Form:

Turbine Serial Number(s): 00185

Service Program Type: Full Coverage

Term of service: 1 Yr Commencing on (date): 6/01/2024

Price per turbine: **\$6,700.00** Total Contract Price: **\$7,200.00**

Annual maintenance kit included @ \$500.00

Payment Schedule	
Invoice date	Amount
	\$7200.00
Covered date range	
Start: <u>06/01/2024</u>	End: <u>06/01/2025</u>
Estimate #:	
Invoice #:	

Service and Monitoring Agreement Rate Sheet:

Description of Services, Turbines no longer under Warranty: SmartView® Monitoring: NPS 24x7 turbine monitoring option ensures that your turbine is being watched for conditions that cause shutdown of the turbine. Monitoring includes both analyzing and clearing faults that can be safely reset, and notification of conditions that require intervention. This service is included when you have

Global Green Energy Solutions

107

an active warranty with Northern Power Systems.. However, when your warranty expires we no longer monitor your turbine unless a new monitoring agreement is in place with PowerGrid Partners.

Remote Terminal Unit (RTU) Maintenance and Turbine Software (SW) updates: This service ensures you are up-to-date with the best turbine software for your application, designed to maximize availability, performance, and safety.

Remote/phone support: Designed to go hand-in-hand with onsite basic training, we provide remote phone support for the duration of the agreement at a fixed cost. When a turbine is down for whatever reason, we can provide live support while your designated in-house Operations & Maintenance, Site engineer or delegate of your choice works to resolve many issues.

Full Coverage: For those end-users without staff suitable for working on your turbine, our full service maintenance package ensures annual maintenance is performed by a certified NPS service provider for a fixed annual cost. (Excluded annual maintenance kit/Consumables)

Preventive maintenance: For those end-users without staff suitable for working on your turbine, our preventive maintenance package ensures annual maintenance is performed by a certified PowerGrid Partners service provider for a fixed annual cost. (Price quote available upon request)

Full Coverage & Cellular Communications: For those end-users without staff suitable for working on your turbine, our full service maintenance package ensures annual maintenance is performed by a certified PowerGrid Partners service provider for a fixed annual cost. Additionally a cellular communications package is available to support the communications protocol for the monitoring of the wind turbine.

Onsite Basic Training: For larger facilities with technically capable full time maintenance staff, we offer on-site basic training for 3-8 participants that includes instruction on how to replace the majority of components in the turbine as well as how to self-perform annual maintenance. If you or your staff are qualified industrial climbers, this training can help customers improve profitability by reducing the labor cost of maintenance and on-site troubleshooting. (Price quote available upon request)

2024	PowerGrid Partners	Service Support			
		RTU support & TSW updates	Self Support	Full Coverage	Full Coverage & Cellular Comms
Support Options	Smartview 24x 7 Monitoring and fault notification	✓	✓	✓	✓
	RTU Maintenance and Turbine SW updates	✓	✓	✓	✓
	Remote phone support		✓	✓	✓
	Preventive Maintenance			✓	✓
	Cellular Communications				✓
Pricing	Monthly Price	\$220	\$293	\$614	\$789
	Annual Price	\$2,400	\$3,200	\$6,700	\$8,620
	Price of 3 yr contract	\$7,200	\$9,600	\$20,100	\$25,860
	Price of 5 yr contract	\$12,000	\$16,000	\$33,500	\$43,100
Full Coverage does not include any expenses or services rendered by other vendors, contractors, or third-party service providers. All contracts will be billed annually and will auto-renew unless PowerGrid Partners is notified in writing 30 days prior to the expiration date. All options are to be paid annually.					

All Services Pricing subject to change

- (1) All unscheduled maintenance contracted to PowerGrid Partners LTD will be billed according to the prevailing Commercial Rate Schedule.
- (2) Phone support is only available for qualified trained L1 technicians during business hours (8:00 AM to 5:00 PM EST Monday-Friday). Remote phone support for end-users without an existing agreement will be billed at the engineering rate according to the prevailing Commercial Rate Schedule.
- (3) Onsite training pricing is available for the self-support program based location and the number of students. T&E not included.
- (4) PowerGrid Partners LTD is not able to guarantee cellular network uptime or availability.
- (5) Any data usage overages will be billed to the end user
- (6) Cellular communications system will be coordinated to occur in conjunction with the turbine's annual maintenance.
- (7) Monthly invoicing will occur on the first day of each month.

Cost Items Specifically Excluded from the Maintenance Schedule:

- Utilities to support the operation of the Turbine (including isolation transformer)
- Annual Maintenance kit & shipping costs
- Telephone/DSL or internet access services
- End-User requested maintenance not part of the annual maintenance schedule
- Any travel that is more than 200 Miles from PowerGrid HQ is the responsibility of the End-User
- Parts and services related to non-maintenance service and or repairs will be billed per the approved Service Order
- Cellular communications visits will be billed as time and expense according to the commercial rates schedule
- Cellular communications solution installation and commissioning fixed cost \$2200.00 one-time fee per system

Other vendors, contractors or providers of services (such as cranes or lifts) necessary to complete unplanned maintenance and repairs will be at the End-User's expense. It is understood that PowerGrid Partners is providing service technician(s), diagnostic equipment and hand tools only.

COPY

**CITY OF SEADRIFT
TRAFFIC ORDINANCE
TV- 03
TRAFFIC SIGNS**

COPY

AN ORDINANCE OF THE CITY OF SEADRIFT, TEXAS, REGULATING TRAFFIC SIGNS WITHIN THE CORPORATE LIMITS; PROVIDING APPLICABILITY, DEFINITIONS, RULES, AND REGULATIONS; REPEALING ANY PART OF ANY ORDINANCE IN CONFLICT WITH THIS ORDINANCE, PROVIDING SEVERABILITY, PROVIDING FOR VARIANCE, PROVIDING PENALTIES FOR VIOLATION NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE AND ESTABLISHING AN EFFECTIVE DATE.

Whereas the Texas Legislature and Texas Constitution provides by statute and Texas Department of Transportation and by other rules and regulatory authority that Cities may determine types of signage to be placed within the City along City Streets to inform, guide and regulate traffic, and

Whereas the City of Seadrift shall erect, install or remove traffic signs where needed, when needed and a length of time needed,

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

SECTION 1: Applicability

The City of Seadrift has the authority to install certain signage, as needed, for public safety, public information and for guidance to regulate traffic in and on City Streets.

SECTION 2: Definitions

For the purposes of this ordinance the following definitions apply:

City shall mean the City of Seadrift, Texas

Guideline Sign: Signs that show route designations, destinations, directions, distances, services, points of interest and other geographical, recreational, cultural information. Examples are, but not limited to just these: Street Name Signs, Directional Signs and etc.

Law Enforcement: Shall mean any duly authorized officer of the United States, The State of Texas, The County of Calhoun and The City of Seadrift that enforces federal, state, county and city traffic laws.

Municipal Court shall mean the Municipal Court of the City of Seadrift.

Regulatory Sign: Signs that give notice of specific actions to be taken by the operator of a vehicle for safe operation. Examples are, but not limited to the following: Stop Signs, Speed Limit Signs, School Zone Signs, Yield Signs and etc.

Warning Sign: Signs that give notice of a situation that might not be readily apparent that inform the operator of a vehicle that some condition exists that could impact safety or safe operation of a vehicle. Examples are, but not limited to the following: Slow Signs, One Way Traffic Signs, Children Signs, No Parking Signs, Do Not Enter Signs and etc.

SECTION 3: Regulatory Signs

Regulatory Signs express conditions that shall be obeyed where the violation of such may result in injury or death of people and/or damage to property and are to be obeyed as such and may result in citations being issued for violating the purpose of the sign.

- a. The City is responsible for determining the type and locations of Regulatory Signs in and on City Streets through City Council or Officials of the City that Council may designate.
- b. The duly authorized Officials of the City shall, by this ordinance, be the Mayor, Public Works Director, Councilperson over Streets and Councilperson over Police.
- c. It will take the combination of the Mayor and Public Works Director and one of the above Councilpersons, to be in agreement, to place a Regulatory Sign.

110

- i. However, this combination may defer to pass a decision to the full City Council.
 - ii. When one of the three dissents and the three cannot come to an agreement, the decision then is passed on to the Full Council for a decision.
- d. The City Council may also review, at any time, decisions of the three officers regarding Regulatory Sign types and placement locations.
- e. Vehicle operators ignoring or disregarding Regulatory signs may receive a citation for not obeying the regulatory purpose of the sign.
 - i. Stop signs mean that a vehicle shall come to a complete stop before continuing when it is safe.
 - ii. Speed Limit signs regulate the speed of a vehicle that shall not be exceeded.
 - Speed Limits in and on City Streets is 25 miles per hour UNLESS OTHERWISE POSTED.
 - Speed Limit signs erected by the TxDOT on highway portions within the City can be enforced by City Law Enforcement.
 - Pursuit of vehicles violating Speed Limits within the City may proceed outside the City Limits.
 - iii. Yield signs mean that a vehicle shall slow and check for traffic before proceeding when safe.
 - iv. School Zone signs (speed and other) regulate the speed of a vehicle that shall not be exceeded either in certain areas around schools and during certain times.
 - v. School Zone signs also may regulate other conditions within the same zone area.
 - One such prohibition is the use of a cell phone within a School Zone except by a hands free method.
 - vi. The above is not all inclusive.

SECTION 4: Warning Signs

Warning Signs express conditions that should be obeyed where the violation of such may result in injury or death of people and/or damage to property and are to be obeyed as such and may result in citations being issued for violating the purpose of the sign.

- a. The City is responsible for determining the type and locations of Warning Signs in and on City Streets through City Council or Officials of the City that Council may designate.
- b. The duly authorized Officials of the City shall, by this ordinance, be the Mayor, Public Works Director, Councilperson over Streets and Councilperson over Police.
- c. It will take the combination of the Mayor and Public Works Director and one of the above Councilpersons, to be in agreement, to place a Warning Sign.
 - i. However, this combination may defer to pass a decision to the full City Council.
 - ii. When one of the three dissents and the three cannot come to an agreement, the decision then is passed on to the Full Council for a decision.
- d. The City Council may also review, at any time, decisions of the three Officials regarding Warning Sign types and placement locations.

SECTION 5: Guide Signs

Guide Signs express information and directions or other miscellaneous information.

- a. The City is responsible for determining the type and locations of Guide Signs in and on City Streets through City Council or Officials of the City that Council may designate.
- b. The duly authorized Officials of the City shall, by this ordinance, be the Mayor, Public Works Director, Councilperson over Streets and Councilperson over Police.
- c. It will take the combination of the Mayor and one of the others, to be in agreement, to place a Guide Sign.
 - i. However, they may defer to pass a decision to the full City Council.
 - iii. When one of the two dissents, and cannot come to an agreement the decision then is passed on to the Full Council for a decision.
- d. The City Council may also review, at any time, decisions of the two officers regarding Guide Sign type and placement locations.

SECTION 6: Enforcement

It will be the responsibility of Law Enforcement to enforce Regulatory and Warning Signs.

SECTION 7: Budgetary Considerations

It is not the intention of this ordinance to authorize a wholesale implementation of new signs or replacement signs. The cost of new signs, in large numbers, may be prohibitive, budgetarily. Therefore it is incumbent that the City Council and Authorized Officers consider the costs of authorizing new signs and replacement signs in a sound budgetary manner.



SECTION 8: VIOLATIONS:

Any violation of this ordinance is subject to penalties and/or fines as enumerated in this ordinance and or any other traffic codes.

SECTION 9: ADMINISTRATION

Violators of this ordinance may be cited by law enforcement of the city, county or state, with all tickets and citations issued to owners/operators of vehicles regulated by this ordinance shall be under the jurisdiction of the Municipal Court of Seadrift and filed in said court.

SECTION 10: Variance and Appeal

Anyone who disagrees with any decision regarding the placement of any sign and can show that the placement of any sign would cause an unnecessary and extraordinary hardship, an individual may appeal to City Council and Request a Variance.

- 1) Any variance authorized by City Council is required to be entered in writing in the minutes of the Council Meeting and the reason which justifies authorizing the variance.
- 2) Any variance must be authorized by affirmative vote of not less than four (4) members of the City Council.

SECTION 11: PENALTY

It shall be a misdemeanor for any person to perform any act prohibited by the terms of this ordinance or fail to do any act, which is required. Any such violation may be punishable by a fine not to exceed Five Hundred Dollars (\$500.00). Each day or portion thereof that a violation exists shall constitute a separate offense.

SECTION 12: SEVERABILITY

It is specifically declared to be the intention of the City Council of Seadrift, Texas that sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable and if a phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or invalid by the valid judgment of decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any unconstitutional or invalid phrase, clause, sentence, paragraph or sections.

SECTION 13: ORDINANCE CONFLICTS

All previous Ordinances or portions of ordinances not in conflict with this ordinance and not repealed are retained.

SECTION 14: AMENDMENTS

This ordinance and appendixes may be amended, edited and/or changed at any time by action of City Council as specified herein.

SECTION 15: APPROVAL

Effective date of this ordinance shall be the 24th day of March, 2017

PASSED AND APPROVED this 16th day of March, 2017

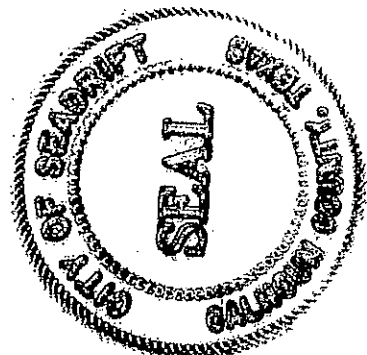


Elmer DeForest
MAYOR

ATTEST:



Gabriela Torres
CITY SECRETARY



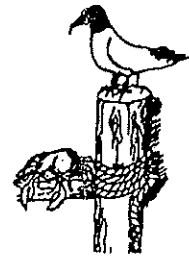
112



Incorporated December 27, 1912
www.seadrifttx.org

CITY OF SEADRIFT

Post Office Box 159/501 S. Main St.
Seadrift, Texas 77983
Tel: (361) 785-2251
Fax: (361) 785-2208
seadrift@seadrifttx.org



RESOLUTION 2025-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEADRIFT, TEXAS DECLARING CERTAIN PROPERTY AS SURPLUS AND AUTHORIZING THE MAYOR PRO-TEM OR THEIR DESIGNEE TO EXECUTE SALE OR DISPOSAL OF SAID PROPERTY.

Whereas, the City is the owner of certain items of personal property more particularly described herein; and

Whereas, it has been determined that the aforesaid personal property is not needed or required for the City's foreseeable needs but still has some usefulness for the purpose it was originally intended and may or may not have value and therefore determined as surplus property; and

Whereas, the City desires to dispose of the surplus property identified herein and authorize the Mayor Pro-Tem to sell or dispose of said property;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEADRIFT, TEXAS:

SECTION 1. DECLARATION OF SURPLUS PROPERTY. The following property is hereby declared to be surplus and is not needed or required for the City of Seadrift's foreseeable needs but finds still has some usefulness for the purpose it was originally intended and may or may not have value and is therefore declared as surplus property.

- Shredder: Woods DS120. Serial # 1300740
- Backflow Preventer: Watts No. LF909 6" Serial # 18825

SECTION 2. AUTHORIZATION OF SALE OR DISPOSAL. The Mayor Pro-Tem is hereby authorized to sell or dispose of said property through acceptance of bids for said property and convey title to successful bidders. If no bids are received, the Mayor Pro-Tem is authorized to sell or dispose of the said property in another manner in compliance with State law.

SECTION 3. Sale "AS IS". The sale of the surplus property is to be made "as is and without any warranties".

PASSED AND APPROVED THIS _____ DAY OF _____, 20____.

CITY OF SEADRIFT, TEXAS

Lori Thomas, Mayor

ATTEST:

Alice Romero, City Clerk

113