

Incorporated December 27, 1912 www.seadrifttx.org

# CITY OF SEADRIFT

Post Office Box 159 501 S. Main Street Seadrift, Texas 77983 Tel: (361) 785-2251

Fax: (361) 785-2208 Email: g.torres@seadrifttx.org



# **NOTICE OF PUBLIC MEETINGS**

- ALL MEETINGS OF CITY COUNCIL ARE OPEN TO THE PUBLIC - CLOSED SESSIONS CAN ONLY BEGIN FROM AN OPEN, PUBLIC SESSION MASKS/FACE COVERINGS WILL BE REQUIRED PURSUANT TO GOVERNOR'S EXEC ORDER

# **WORK SESSION AGENDA**

The City of Seadrift City Council will meet in an Agenda Review Work Session

Tuesday February 2, 2021 at 6:45PM in City Council Chambers, 501 S. Main Street. The work session is limited to review of the Regular Meeting Agenda, below.

No Action will be taken during the Work Session.

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# REGULAR MONTHLY MEETING AGENDA

The City of Seadrift City Council will meet in the Regular Monthly Meeting on Tuesday <u>February 2, 2021</u> at <u>7:00PM</u>

This meeting will be at 501 S. Main Street in Council Chambers for the purpose of discussing/considering/reviewing and taking any action on the following agenda:

- 1. INVOCATION & PLEDGES TO US FLAG AND TEXAS FLAG
- 2. SOLID WASTE CREW AWARDS
- 3. CONSENT AGENDA: All consent agenda items listed in this item are considered to be routine by the City Council and will be enacted by motion and vote. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda. Information concerning consent agenda items is available for public view.
  - Consider/Approve Previous Month's Meeting Minutes (with any corrections)
  - **b.** Consider/Approve Accounts Payable (Bills)
- 4. DEPARTMENT HEAD REPORTS:
  - a. Police
- **b.** Court
- c. Public Safety
- d. Permits
- e. Code Enforcement

- f. Harbor
- g. Parks/Recreation
- h. Streets/Drainage
- Utilities
- j. General
- **5. GRANTS** Consider/Approve/Take Action, Adopt Resolutions on Projects, Professional Services, Awards, Authorize Bidding/Purchases, Projects in Progress, Applications, Future Projects, Resolutions, Contracts, Payment of Invoices, Fund Distribution and/or additional Public Hearings.
  - **a. FEMA-DAC RFR:** Review/Consider/Take any action to authorize payment of GrantWorks invoices from DAC funds, pending re-imbursement:
    - i. \$25,961.25 on Invoices 60 66 for Pier 2<sup>nd</sup> Quarter 2018 thru 4<sup>th</sup> Quarter 2019.
    - ii. \$14,550.00 on Invoices 51 59 for several projects 1st Quarter 2020.



- **b. FEMA-PA & GLO-CDBG-DR:** Consider/Discuss/Approve/Take any action to authorize additional items for funding as a result of any changes brought out by SB#7.
- **c. 2019-2020 CDBG #7220429** Review/Consider/Take Any Action on engineering contract for CivilCorp. CivilCorp has provided an engineering contract for Seadrift's execution, for the approved amount of \$35,000.
- **d.** TxDOT Transportation Alternative (TxDOT-TA) Hear Update on potential project(s) and Consider and Take any Action needed as a result of the update.
- e. GRANTS ONGOING, IF QUESTIONS WILL ANSWER: Sports-plex, Harbor West, Harbor Moorings/Jetty, EDA, MIT, Restore #3, Seawall, Shoreline Restoration West End, Restroom, CDBG 2020-21, ETC.
- **6. WATER SAFARI** Hear Presentation and Review/Consider/Take any action on any requests as result of presentation.
- 7. CASTAWAY YOUTH CHARITIES Hear request to Review/Consider/Take Any Action on request of Hotel Motel Funds.
- **8. NEW WASTE-WATER TREATMENT PLANT (WWTP) UPDATE:** Review/consider/Authorize and take any action needed as a result of any updates....
- **9. TCEQ ENFORCEMENT** Review potential TCEQ Enforcement Action on discharge violations regarding, specifically, the existing WWTP, and other violations and current status, Considering and/or Taking Any Action to deal with being in compliance between now and New Waste Water Treatment Plant and payment of fine.
- **10. EXECUTIVE SESSION:** At any time, during the Regular Meeting, the City Council may adjourn into an Executive Session, as needed, on any item listed, including the items listed here and which the Texas Government Code section 551 authorizes Executive Sessions to be held: Sections 551.071 (attorney consultation), 551.072 (Real Property), 551.073 (Gifts & Donations), 551.074 (Personnel), 551.076 (Security) and 551.087 (Economic Development).
- **11. ECONOMIC DEVELOPMENT:** Review/Consider/Authorize and take any action needed to authorize actions regarding discussions in the Executive Session If there are any...

#### 12. ADJOURN

The meeting facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting, not including Saturday/Sunday. Contact City Hall at (361)785-2251 for further information.

I certify that the above notice of meeting was posted in the outdoor bulletin board of City Hall, 501 S. Main Street, Seadrift, Texas on this the 25th day of 5th uney, 2021 at 10 o'clock 11 further certify that News Media were properly notified of this meeting.

Gabriela Torres, City Secretary





Post Office Box 159/501 S. Main St. Seadrift, Texas 77983

Tel: (361) 785-2251 Fax: (361) 785-2208



# FEBRUARY 2, 2021 REGULAR CITY COUNCIL MEETING

## MAYOR ELMER DEFOREST

#### **CITY COUNCIL MEMBERS**

# MAYOR PRO-TEM (ALDERMAN) PEGGY GAINES, PUBLIC SAFETY

ALDERMAN

RANIER BRIGHAM, SOLID WASTE, STREETS & DRAINAGE

ALDERMAN

GEOFFREY HUNT, MUNICIPAL HARBOR

**ALDERMAN** 

JUNE CANTRELL, PARKS & RECREATION

**ALDERMAN** 

KENNETH REESE, PUBLIC UTILITIES

The City Council met in a Regular Meeting on February 2, 2021, at the City Hall Council Chamber located at 501 S. Main St., Seadrift, TX 77983.

#### **PRESENT**

Elmer DeForest, Mayor Peggy Gaines, Mayor Pro-Tem June Cantrell, Alderperson Kenneth Reese, Alderperson Geoffrey Hunt, Alderperson Ranier Brigham, Alderperson

#### **WORK SESSION**

Mayor DeForest called the Work Session to order at 6:45 p.m. The City Council met in an Agenda Review Work Session to review the Meeting Agenda. Work Session closed at 6:58 p.m.

### **CALL TO ORDER**

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

## 1. INVOCATION AND PLEDGE OF ALLEGIANCE

Jason Delgado gave the invocation and Mayor DeForest led the pledge to the flags.

# 3. CONSENT AGENDA

**MOTION:** Alderperson Brigham made the motion to approve the consent agenda items as presented. Alderperson Gaines seconded the motion.

VOTE: 5-0 - Motion carried unanimously.

## 4. DEPARTMENT HEAD REPORTS

# a. POLICE DEPARTMENT

Chief Leonard Bermea read the monthly report for January 2021 with 250 calls for service. There was a total of 80 traffic stops, 13 reports written, and 7 total arrests. News from the Chief Bermea: the Seadrift Police Department attended the Presidential Inauguration for President Joe Biden on 1/20/2021 in Washington D.C.

### **b. MUNICIPAL COURT**

Court Clerk Marilyn Dufner read the monthly report for January 2021 with 29 new cases, 20 closed cases, 160 current cases, and a total of \$3,106 fines collected for the month.

# CITY OF SEADRIFT REGULAR COUNCIL MEETING MINUTES – FEBRUARY 2, 2021

# c. PUBLIC SAFETY

Alderperson Gaines stated that she had no report.

### d. PERMITS

Mayor DeForest read the Permit Report for January 2021 with 1 Repair/Remodel permit issued for \$2,500 tax valuation, 3 RV permits, 1 demolition permit (non-Harvey) issued for a negative tax valuation of \$2,740, and a gross property valuation decrease of \$240 for January 2021.

#### e. CODE ENFORCEMENT

Mayor DeForest read the monthly report for January 2021 with no tall weeds/grass letters sent out for this month. An updated list of Substandard Structures was provided to City Council.

#### COPY OF SUBSTANDARD STRUCTURES LIST ATTACHED.

#### f. HARBOR

Alderperson Hunt stated he had no report.

# g. PARKS AND RECREATION

Alderperson Cantrell stated she had no report.

# h. STREETS AND DRAINAGE

Alderperson Brigham stated he had no report.

#### i. UTILITIES

Alderperson Reese stated he had no report.

## j. GENERAL

Mayor DeForest there was no report for General Fund.

### 5. GRANTS

## a. FEMA-DAC RFR

#### i. GRANTWORKS - INVOICES 60-66 - BAYFRONT PIER

**MOTION:** Alderperson Brigham made the motion to authorize payment to GrantWorks for Invoices 60-66 for \$25,961.25. Alderperson Reese seconded the motion.

**VOTE:** 5-0 - Motion carried unanimously.

## ii. GRANTWORKS - INVOICES 51-59 - SEVERAL PROJECTS

**MOTION:** Alderperson Cantrell made the motion to authorize payment to GrantWorks for Invoices 51-59 for \$14,550. Alderperson Gaines seconded the motion

VOTE: 5-0 - Motion carried unanimously.

#### b. FEMA-PA & GLO-CDBG-DR

MOTION: No action taken.

#### c. 2019-2020 CDBG #7220429

**MOTION:** Alderperson Gaines made the motion to approve the engineering contract for CivilCorp with the approved amount of \$35,000. Alderperson Reese seconded the motion.

VOTE: 5-0 - Motion carried unanimously.

COPY OF CONTRACT WITH CIVILCORP ATTACHED.

# CITY OF SEADRIFT REGULAR COUNCIL MEETING MINUTES – FEBRUARY 2, 2021

# d. TxDOT TRANSPORTATION ALTERNATIVE (TxDOT-TA)

Alderperson Gaines stated she conducted a survey on Facebook and a number of projects were presented, some of which did not meet the objectives of this particular grant, but there seemed to be a general consensus about needing a sidewalk to and from the elementary school. Additionally, sidewalks or bypasses throughout the city, particularly on Main Street and Railroad. Alderperson Gaines presented a diagram of the map of the City with two possible projects, including an alternate option for Project 2 for the TxDOT Transportation Alternative Grant. Alderperson Gaines stated that the City could submit up to three projects and hire GrantWorks to research preliminary projects and submit the application. The application deadline is March 1, 2021.

**MOTION:** Alderperson Gaines made the motion to preliminary authorize GrantWorks to research and look into projects for the TxDOT Transportation Alternative Grant. Alderperson Brigham seconded the motion.

VOTE: 5-0 - Motion carried unanimously.

COPY OF POSSIBLE PROJECT MAP ATTACHED.

### e. GRANT UPDATES

MOTION: No action taken.

## 6. WATER SAFARI - EXCLUSIVE USE OF PAVILION BEGINNING 2023

Ed Jones with the Texas Water Safari was in attendance to speak to City Council regarding the Council granting them exclusive use of the City's Bayfront and Pavilion beginning 2023.

**MOTION:** Alderperson Gaines made the motion to grant the Texas Water Safari the exclusive use of Seadrift's Bayfront and Pavilion beginning 2023 for the second Friday in June until the following Thursday. Alderperson Cantrell seconded the motion.

**VOTE:** Alderperson Gaines, Cantrell, Reese, Hunt voted aye; Alderperson Brigham voted nay; 4-1 - Motion carried.

COPY OF ED JONES' PRESENTATION ATTACHED.

#### 7. CASTAWAY YOUTH CHARITIES

MOTION: No action taken.

Mayor DeForest moved to item #9.

### 9. TCEQ ENFORCEMENT

**MOTION:** Alderperson Brigham made the motion to pay the fine from TCEQ with a loan from the City's contingency fund and to be paid back. Alderperson Reese seconded the motion.

**VOTE:** 5-0 - Motion carried unanimously.

Mayor DeForest moved to item #8.

# 8. NEW WASTE-WATER TREATMENT PLANT (WWTP) UPDATE

MOTION: No action taken.

#### 10. EXECUTIVE SESSION

**MOTION:** No Executive Session deemed necessary.

## 11. ECONOMIC DEVELOPMENT

MOTION: No action taken.

# CITY OF SEADRIFT REGULAR COUNCIL MEETING MINUTES – FEBRUARY 2, 2021

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**MOTION:** Alderperson Cantrell made the motion to adjourn the meeting. Alderperson Hunt seconded the motion.

VOTE: 5-0 - Motion carried unanimously.

| Meeting adjourned at 8:30 P.M.  |                                 |  |  |  |  |  |  |  |
|---------------------------------|---------------------------------|--|--|--|--|--|--|--|
| Gabriela Torres, City Secretary | Elmer DeForest, Mayor Approved: |  |  |  |  |  |  |  |

|                                | STATUS              | DEMOLISHED    | DEMOLISHED    | DEMOLISHED by City | Repar Permit Isued 3/20 | DEMOLISHED     | DEMOLISHED    | DEMO Permit 5/20       | REPAIRED      | DEMOLISHED     | SUB Process initiated 1/21 | REPAIRED       | DEMOLISHED     | REPAIRED          | DEMOLISHED by City | Undocumented Repairs   | Repair Permit Expired  | DEMOLISHED      | OCCUPIED         | DEMOLISHED             | DEMOLISHED           | ремопѕнер        | DEMOLISHED                | SUB Process initiated 1/21 | SUB Process initiated 1/21 | SUB Process initiated 1/21 |
|--------------------------------|---------------------|---------------|---------------|--------------------|-------------------------|----------------|---------------|------------------------|---------------|----------------|----------------------------|----------------|----------------|-------------------|--------------------|------------------------|------------------------|-----------------|------------------|------------------------|----------------------|------------------|---------------------------|----------------------------|----------------------------|----------------------------|
|                                |                     | COMPLETE      | COMPLETE      | COMPLETE           | TBD                     | COMPLETE       | COMPLETE      | OBT                    | COMPLETE      | COMPLETE       |                            | COMPLETE       | COMPLETE       | COMPLETE          | COMPLETE           | TBD                    | TBD                    | COMPLETE        | Partial Repair   | COMPLETE               | COMPLETE             | COMPLETE         | COMPLETE                  |                            |                            |                            |
|                                | VACANT              | Yes           | Yes           | Yes                | Yes                     | Yes            | Yes           | Yes                    | Yes           | Yes            | Yes                        | Yes            | Yes            | Yes               | Yes                | Yes                    | Yes                    | Yes             |                  | Yes                    | Yes                  | Yes              | Yes                       | Yes                        | Yes                        | Yes                        |
| rRUCTURES                      | HOUSING             | МН            | HOUSE         | МН                 | HOUSE                   | МН             | МН            | HOUSE                  | APT.          | HOUSE          | HOUSE                      | Commercial     | МН             | HOUSE             | HOUSE              | HOUSE                  | HOUSE                  | HOUSE           | HOUSE            | MH                     | BARN                 | МН               | MH                        | . MH                       | MH                         | BARN                       |
| LIST OF SUBSTANDARD STRUCTURES | Note                |               |               |                    | Satus Letter sent 1/21  |                |               | Satus Letter sent 1/21 |               |                | Substandard Processing     |                |                |                   |                    | Satus Letter sent 1/21 | Satus Letter sent 1/21 |                 |                  |                        |                      |                  |                           | Substandard Processing     | Substandard Processing     | Substandard Processing     |
|                                | PHYSICAL<br>ADDRESS | 212 W HOUSTON | 302 S 2ND ST. | 206 W.HOUSTON AVE  | 302 HOUSTON             | 411 W ST.LOUIS | 511 W OAKLAND | 502 W TOLEDO           | 103 N 5TH ST. | 504 W ST.LOUIS | 101 S 6TH ST               | 501 W BROADWAY | 505 W ST.LOUIS | 502 W HOUSTON AVE | 503 W CLEVELAND    | 512 W HOUSTON          | 603 W HOUSTON          | 605 W CLEVELAND | 606 W. Cleveland | 610 W ST LOUIS         | 608 W OAKLAND        | 708 W TOLEDO AVE | 401 W Baltimore/602 S 4th | 502 S 12TH ST.             | 603 S 15 ST.               | 304 W OAKLAND              |
|                                | LOTS                | 9             | 12            | 3                  | 1,2                     | 7              | 7,8,9         | 1                      | 18            | 2              | 9                          | 11 TO 18       | 10             | 1                 | 10,11              | 9                      | 10,11,12               | б               | ю                | 5                      | 5,6                  | 3,4              | ∞                         | 12                         | 5,6                        | Н                          |
|                                | BLOCK               | 16*           | 16*           | 16*                | 22                      | 32             | 38            | 38 *                   | 40            | 41             | 41                         | 41             | 42             | 43                | 43 *               | 43                     | 51                     | 52              | 53               | 54                     | 28                   | 64               | 28                        | 128                        | 148                        | 201                        |
|                                | >                   | >             | ٧             | ٧                  |                         | ٦              | ٨             |                        | ٨             | ٨              |                            | ><br>CITY      | ><br>OF        | ><br>SEA          | ><br>DRII          | <del>.</del> T –       | FEB                    | ><br>RUA        | RY               | ><br>2, <del>2</del> 0 | ><br><del>21 R</del> | ><br>EGI         | ><br>JLAI                 | R ME                       | ETII                       | 1G                         |
|                                | Line #              | 1             | 2             | 3                  | 4                       | 2              | 9             | 7                      | 8             | 6              | 10                         | 11             | 12             | 13                | 14                 | 15                     | 16                     | 17              | 18               | 19                     | 20                   | EGL<br>12        | PAC                       | <b>€</b> 25                | O.F                        | 102                        |



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|---------------------|--------------|--------------|--------------|------------|----------------------------------|-----------------|------------------|---------------------|-------------------|---------------|------------|------------------|---------------------|---------------|-------------------|------------------------|------------|------------------------|---------------------------------------|----------------|----------------------|------------------------|-------------------|------------------------|----------------|------------------------|----------------------------|------|--|
| STATUS              | REPAIRED     | DEMOLISHED   | OCCUPIED     | OCCUPIED   | Partial Demo'd Permit<br>Expired | DEMOLISHED      | 1 DEMOLISHED     | Working with Owner  | Temp Repairs Done | DEMOLISHED    | DEMOLISHED | DEMOLISHED       | DEMOLISHED          | DEMOLISHED    | DEMOLISHED        | Repair Permit 3/2020   | Removed    | Repair Permit 7/2019   | h HAP Replacement                     | Repaired       | Repaired             | Pending                | DEMOLISHED        | Pending                | DEMOLISHED     | Pending                | SUB Process initiated 1/21 |      |  |
|                     | COMPLETE     | COMPLETE     |              |            | TBD                              | COMPLETE        |                  | 1/15/2021           |                   | COMPLETE      | COMPLETE   | COMPLETE         | COMPLETE            | COMPLETE      | COMPLETE          | TBD                    | COMPLETE   | TBD                    | Delayed, working with HAP Replacement | COMPLETE       | COMPLETE             | ??By Definition??      | COMPLETE          | New Owner              | COMPLETE       | TBD                    |                            |      | STATUS INQUIRY   |
| VACANT              | Yes          | Yes          | ON           | ON         | Yes                              | Vacant          | Yes              | Yes                 | Yes               | Yes           | Yes        | Yes              | Yes                 | Yes           | Yes               | Yes                    | Yes        | Yes                    | Yes                                   | Yes            |                      | Yes - Complaint        |                   | Yes - Complaint        |                |                        | Yes - Complaint            |      | SUBSTANDARD PROCESSING   |
| HOUSING<br>TYPE     | HOUSE        | HOUSE        | HOUSE        | HOUSE      | MH                               | Old Lumberyd    | 1 HOUSE *        | 4 HOUSES *          | Commercial        | МН            | МН         | MH               | П                   | МН            | House             | House                  | щ          | House                  | МН                                    | House          | МН                   | House                  | House             | House                  | МН             | House                  | MH                         |      | COMPLETE   |
| CUSTOMER<br>NAME    |              |              |              |            | Satus Letter sent 1/21           |                 |                  |                     |                   |               |            |                  |                     |               |                   | Satus Letter sent 1/21 |            | Satus Letter sent 1/21 |                                       |                |                      | Satus Letter sent 1/21 |                   | Satus Letter sent 1/21 |                | Satus Letter sent 1/21 | Substandard Processing     |      | parately or Estate   |
| PHYSICAL<br>ADDRESS | 308 W DENVER | 302 E AUSTIN | 102 N. MAPLE | 211 E. BAY | 209 E SGT RODNEY TAYLOR          | 1001 E BROADWAY | 310 W AUSTIN AVE | 312 W AUSTIN AVE    | 406 S Main        | 1104 W Dallas | 608 E PINE | 109 W Washington | 512 W. Oakland      | 511 W. Denver | 1212 Bill Tindall | 502 W. Dayton          | 203 N. 4th | 410 W. St Louis        | 1601 W. Broadway                      | 601 E. Houston | 911 W. Cleveland     | 604 S. 13th            | 503 W. Washington | 1210 W. BAY            | 506 W. Oakland | 1511 W. Bill Tindall   | 1002 W. Baltimore          |      | Combined ownership - Property and/or structures separately or Estate |
| LOTS                | 4            | 7            | 9            | 1          | 1,2,3                            | ACRES 3.        | 0.83             | 5,6 & RROW          | 12                | 3,4           | 10,11      | 14               | 9                   | 7             | 9                 | 1,2,3                  | 11,12      | 5,6                    | 10,11,12                              | 9              | 7                    | 1,2                    | 7                 | 5                      | 1,2,3          | 7                      | 1                          |      | Combined own   |
| ВГОСК               | 202          | 229          | 241          | A          | v                                | OLD RR          | OLD RR *         | 199 & Old<br>RROW * | 8                 | 122           | W          | 2                | 37                  | 37            | 134               | 192                    | 35         | 33 *                   | 170                                   |                | 95                   | 145                    | 47                | 126                    | 37             | 158                    | 102                        |      | *  |
|                     | >            | >            |              |            |                                  | ٨               |                  |                     | >                 | ^             | ^          | ><br>CIT         | ><br><del>Y 0</del> | ><br>FS       | ><br>EAE          | RIF                    | ><br>T -   | FEI                    | BRU                                   | ><br>AR        | ><br><del>Y 2,</del> | <del>20</del> 2        | ><br>1 R          | EGI                    | ><br>JLA       | R M                    | EE                         | FINC | $\dashv$   |
| Line #              | 26           | 27           | 28           | 29         | 30                               | 31              | 32               | 33                  | 34                | 35            | 36         | 37               | 38                  | 39            | 40                | 41                     | 42         | 43                     | 44                                    | 45             | 46                   | 47                     | 48                | 49                     | PA             | R M<br>GE              | က္ခေ                       | ೯ಚ಼0 | *  |

## ENGINEERING/SURVEYOR SERVICES

# PART I AGREEMENT

| THIS AGREEMENT, entered into this            | day of                      | , 20, by and between            |
|--|-----------------------------|---------------------------------|
| the City of Seadrift, hereinafter called the | ne "City", acting herein l  | by Elmer DeForest hereunto duly |
| authorized, and CivilCorp, LLC hereinafter   | called "Firm," acting herei | n by Randy Janak.               |

## WITNESSETH THAT:

WHEREAS, the City of Seadrift desires to implement the following: a project to replace failing\_sewer lines under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program of the Texas Department of Agriculture (TDA); and Whereas the City desires to engage CivilCorp, LLC to render certain engineering and surveying services in connection with the TxCDBG Project, Contract Number 7220429.

NOW THEREFORE, the parties do mutually agree as follows:

- Scope of Services
   The Firm will perform the services set out in Part II, Scope of Services.
- 2. <u>Time of Performance</u> The services of the Firm shall commence on 2/1/2020. In any event, all of the services required and performed hereunder shall be completed no later than 1/31/2023 or the project's administrative closure date, as defined by Department, whichever is later.
- 1. <u>Local Program Liaison</u> For purposes of this Agreement, the Mayor or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
- 2. Access to Records The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the City, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City's TxCDBG contract with TDA.
- 3. <u>Retention of Records</u> The Firm shall retain all required records for three years after the City makes its final payment and all pending matters are closed.
- 4. Compensation and Method of Payment The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$35,000. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III Payment Schedule of this Agreement.



5. <u>Indemnification</u> – The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

# 6. Miscellaneous Provisions

- a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Calhoun County, Texas.
- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.
- 7. Extent of Agreement This Agreement, which includes Parts I-V, represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City and the Firm.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

| BY: |                |                                |
|-----|----------------|--------------------------------|
|     | Elmer DeForest | , Mayor                        |
| BY: | CivilCorp, LLC | Vice President Victoria Office |







# Texas Water Safari - World's Toughest Canoe Race

Good evening. First- I want to thank the council for allowing us to meet and discuss the Texas Water Safari. My name is Allen Spelce and I am President of the Texas Water Safari Board. I appreciate the hospitality and warm welcome that Seadrift has afforded our race over the past 50+ years and I look forward to working with the Council in the future. The history of the Texas Water Safari is an interesting one. It began in 1962 when Frank Brown, Manager of the San Marcos Chamber of Commerce, and "Big Willie" Brown, the owner of local hamburger drive-in decided to take a boat trip down the San Marcos River in route for Corpus Christi. To make things worse, they had no motor. Three weeks later they paddled their bruised and battered boat into Corpus Christi. The following year Frank Brown, hosted the first Texas Water Safari canoe race. The race would follow the same route as Frank and "Big Willie" traveled during the previous year's expedition. The race was billed as the "Texas Water Safari-The Toughest Boat Race in the World" and was held April 29 through May 10, 1963. According to the race application the race was called "a 500 mile marathon", but in truth, it was actually about 337 miles. The race application said, "Participation in the TEXAS WATER SAFARI in itself is an honor in that every effort has been made to make it the most rugged event of its kind you are very likely to partake of. So far as is known, there is no boating event in the world comparable." The contestants could receive no assistance and all provisions, equipment, items of repair, etc. must be carried from the start. Nothing could be purchased or delivered to the team during the race. Only 2 of 58 teams finished that year. The following year the race ended in Corpus Christi, but then the course changed three times over the next 7 years. The race courses included;

- 1963 &1964- San Marcos to Corpus Christi (approximately 337 miles)
- 1965-1967- San Marcos to Freeport (approximately 369 miles);
- 1968 -1970- San Marcos (approximately 309 miles) ended in Port Lavaca; and
- 1971 the race (approximately 265 miles) ended in Seadrift, and has remained the same until the present day.

Since the first race in 1963, Seadrift has always been a checkpoint and since 1971 has been the finish for the race. In 1968 the Safari began on Saturday, June 8 and over the past 50+ years the race has been held on second Saturday of June, weather permitting. During its 50+ year history the race it has become one of the most prestigious ultra-marathon races in the country. While the race has always been dominated by Texas racers, some of the finest racers from other states and other countries have competed. One Olympic gold medalist, pro racer from Canada and an eleven-time world champion adventure racer have all competed. Competitors have come from at least 41 states, the District of Columbia and Puerto Rico. Additionally, eight foreign countries have sent competitors including: Australia, Belize, Canada, Dubai, Iraq, Ireland, Italy and the United Kingdom. During the early years (1966-1979), row boats dominated the race. During this time Seadrift competitors produced some of the finest rowers- winning the race three times. Some of the Seadrift competitors included: Terry Braun, Ricky Carter, Lloyd "Bucky" Chatham, Robert "Bubba" Chatham, Louis "Butch" Hodges, Norman "Buttons" Morgan and Robert "Froggie" Sanders, to name a few. As of 2019, a total of 4849 competitors completed the race, paddling roughly 1,260,740 miles. That is roughly equivalent to paddling around the earth 50 times, or paddling a distance that is equivalent to traveling to the moon five times. For some the Safari is a one-time challenge, but others, it is a yearly event. For example:

- One competitor has entered the race 50 times,
- Another has completed the race 41 times,
- another as finished 30 straight years,
- one woman has finished solo 16 times.
- A total of 76 competitors have completed the race at least 10 times.

In 2019 a record number of 392 competitors raced the Safari and 330 finished the race- both records. While we were not able to hold the 2020 Safari due to the Corona virus, we are hopeful to return to Seadrift in 2021 for the 58th Texas Water Safari- World's Toughest Canoe Race. Thank you.

# February 2, 2021 Seadrift Council Request \_ Texas Water Safari

Good evening Mr. Mayor and Council Members -

My name is Ed Jones. I am a Seadrifter and serve as a volunteer for the Texas Water Safari organization. Thank you for the opportunity to address the Council tonight.

The purpose of this agenda item is to request the Water Safari's use of the Seadrift bayfront and pavilion for regular and predictable dates of future events beginning in 2023.

For this year, 2021, we have received approval from Calhoun County to host the event at Bill Sanders Memorial Park, known locally as Swan Point Park. In addition, we also intend to remain at Swan Point in 2022 to avoid the anticipated reconstruction of the Seadrift seawall.

As we have mentioned before, the Safari has been a part of Seadrift history for the past 58 years. It was first a passing checkpoint when the race continued on to other, various city destinations. For the past 49 years the Safari has had the pleasure of calling Seadrift home to the finish line. For predictability of planning the race is always scheduled to begin the second Saturday in June. This fixed, regular date is necessary for planning purposes with numerous private land owners, two river authorities, and multiple municipalities and counties. Each of these entities has individual event requirements involving myriad levels of permitting. Advance notifications or reservations are required for these entities from the starting line at the Meadows Center (the old Aquarena Springs) at Texas State University, continuing the entire length of the San Marcos and Guadalupe Rivers, to Seadrift as the final, happy destination. Lining up all of these dominos to fall on the same date is critical for the race to continue.

The Water Safari has consistently grown throughout the years due to, we believe, the explosion of social media, books, and untold number of online articles and videos. Many teams and paddlers train year-round. Most teams plan at least a week of vacation to race and recover which necessitates predictable travel and event schedules. A number of men and women will travel internationally to compete.

We anticipate this year will be a large field, perhaps a record. It is possible that we could have a number approaching 200 canoes with close to 500 paddlers. In addition, there will be a minimum of 1-2 people per team that will serve as support on the river bank. The fastest paddlers and support teams will begin arriving at the finish on Sunday and will enjoy the hospitality of the area through, at a minimum, the following Wednesday, with one of the highlights a massive banquet and awards ceremony. Hosting this many people requires an effective logistical arrangement as it pertains to tents, port-o-potties, food preparation areas, dumpster/waste bins, and canoe placement stations for the finishers, likely exceeding 150 boats.

Looking forward, 2023 will be the 60<sup>th</sup> anniversary of the Texas Water Safari at which time we hope to resume the long tradition of calling the City of Seadrift our home of the finish line. For this reason, and for the considerations I've mentioned here, the Texas Water Safari respectfully requests the Council to allow exclusive use of the city bayfront and pavilion area, beginning in 2023. The event dates would encompass a one-week reservation period beginning the Friday immediately preceding the 2<sup>nd</sup> Saturday in June and ending the following Thursday. This would allow the appropriate time needed for vendor set up and teardown.

That concludes our request. We thank you for Seadrift's prior support of the Safari and for your current consideration.