

Incorporated December 27, 1912

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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



CITY OF SEADRIFT

FEBRUARY 11, 2025 6:00 PM REGULAR MEETING

AGENDA PACKET

Seadrift City Hall - Council Chambers 501 S. Main St., Seadrift, TX 77983 Office: (361) 785-2251 Website: www.seadrifttx.org





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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, FEBRUARY 11, 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, February 11, 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. No action will be taken during the Work Session.

REGULAR MEETING AGENDA TUESDAY, FEBRUARY 11, 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, February 11, 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 Meeting to Order
 - a. Roll Call and Certification of Quorum
 - b. Invocation & Pledge of Allegiance
- 2. Consent Agenda: Approve the previous month's meeting minutes and approve bills.
- 3. 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, Tracey Johnson
 - b. Public Safety, Paul Gonzales
 - c. Municipal Harbor, Johnny Mikolas
 - d. Streets & Drainage, Alysa Jarvis
- e. Solid Waste, Alysa Jarvis
- f. Parks & Recreation, Kenneth Reese
- g. City Hall Administration, Tracey Johnson
- 4. Citizen Comments. Rules for speakers: Speakers must sign up using the Comment Form before the City Council meeting. 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. Individuals wishing to speak during Citizen Comments must sign up before the meeting. Comment Forms can be found at Seadrift City Hall, before the meeting in the Council Chambers, or on the City's website at https://seadrifttx.org/minutes-and-agendas. Comment forms must be turned in and received by City Staff, before the Call to Order at the Council Meeting.
- 5. Extension of the Declaration of Local State of Disaster Take any action to extend the Declaration of Local State of Disaster that was extended by City Council on January 22, 2025. (Declaration will expire on February 12, 2025)

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CITY OF SEADRIFT - FEBRUARY 11, 2025, CITY COUNCIL MEETING

- 6. TDEM HMGP Generator Projects Discuss and consider awarding by resolution a contract for engineering services pertaining to the application and implementation, if awarded, of the City's 2024 Hazard Mitigation Grant Program (HMGP) projects from the Texas Division of Emergency Management (TDEM) and authorizing the execution of a contract. *(Gabriela Torres)*
- 7. **RESTORE 582-22-33342 Bayfront West End Improvements** Discuss and take any action on the method of completing paving for the Bayfront West End.
- 8. FEMA PA PW 4450 Seawall Restoration Project Review/Consider/Approve/Take any action to approve G&W Engineers Amendment No. 6 that will extend by one year the existing Engineer Services Contract related to FEMA projects until October 5, 2025, to assist with FEMA responses.
- **9. OOG PSO Grant Application** Take any action to approve a Resolution authorizing the submission of an application to the Public Safety Office (PSO) for the Seadrift Police Department. *(Cheyenne Beaver)*
- 10. Resolution for Support of Advanced Nuclear Technology Take any action to adopt a Resolution to support the advancement and funding of advanced nuclear technology by the 89th Legislature of the State of Texas. (Alysa Jarvis)
- **11. City Planning Board** Take any action on the creation/development of a City Planning Board. *(Tracey Johnson)*
- **12.** Public Works Director Job Description Take any action on the proposed job description for Public Works Director.
- **13.** Public Works Laborer Job Description Take any action on the proposed job description for Public Works Laborer.
- **14. Budget Amendments** Take any action on budget amendments for the 2024-2025 FY Budget. (*Paul Gonzales*)
- **15.** Notice of Permanent Pay Status Approve notice of permanent pay status or termination of probationary employee Cheyenne Beaver. (*Paul Gonzales*)
- **16. Interlocal Agreement with Port O'Connor Improvement District** Take any action on the Interlocal Agreement between the City of Seadrift and the Port O'Connor Improvement District (POCID). *(Tracey Johnson)*
- 17. Replat Request for Block 27, Lots 7 & 8 Take any action to approve or deny a preliminary replat of Block 27, Lots 7 & 8. (*RP Hathcock*)
- **18. Water and Sewer Installation for Block 171, Lot 3** Take any action on a cost estimate for water and sewer line installation for Block 171, Lot 3. *(Alysa Jarvis)*
- **19. Water and Sewer Estimate for Block 203, Lot 2** Take any action on providing a price quote for water and sewer taps for Block 203, Lot 2. (*Waymond Williams*)
- 20. Junk Ordinance Draft Take any action on a draft ordinance for Junk. (Paul Gonzales)
- **21.** Animal Control Take any action to temporarily suspend the Animal Control charge on utility bills. *(Tracey Johnson)*
- **22.** Rental for Lift Take any action to approve a rental for a lift for tree trimming. (*Tracey Johnson*)



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CITY OF SEADRIFT - FEBRUARY 11, 2025, CITY COUNCIL MEETING

- 23. Maintenance Contracts with Loftin Take any action to approve a maintenance contract with Loftin for the City's generators. (Paul Gonzales)
- 24. Lexipol Proposal for Seadrift Police Department Review, Discuss, Consider, Take any action on a proposal from Lexipol for policy manual writing and PoliceOne training. (Paul Gonzales)
- 25. MIT 22-085-070-D328 Citywide Drainage Project Take any action to:
 - a. Approve payment of Pay Application # 10 to KC Lease (dba Matagorda Construction & Materials) for \$261,900.75 when funds are received.
 - **b.** Review and Take any action on Change Order #3.
- 26. MIT-MOD 24-065-084-E760 Water Tower Project Take any action to:
 - a. Payment of invoice 5995 for Langford Community Management Services for \$41,668.80.
 - **b.** Take any action on selecting a design for the Water Tower.
- 27. FEMA PA DAC PW 5697 Take any action to approve payment of GrantWorks Invoice 91 (FY 2024 Q2 thru Q3) for \$7,380.
- 28. Executive Session At any time the City Council may adjourn into an Executive Session as needed on any of the foregoing and following agenda items for one or more of the purposes authorized by Chapter 551 of the Texas Government Code, in accordance with the authority contained in the following sections: Sections 551.071 (Attorney Consultation), 551.072 (Real Property), 551.073 (Gifts & Donations), 551.074 (Personnel), 551.076 (Security), and 551.087 (Economic Development).
 - a. Sections 551.071 (Attorney Consultation) for consultation with the City Attorney regarding pending or contemplated litigation 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) for discussion regarding appointment of Chief of Police.
- 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. Chief of Police Take any action regarding appointment for the position of Chief of Police.
- **30.** Adjournment

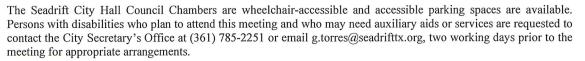
CERTIFICATION

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I certify that a copy of the Notice of Meeting was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, www.seadrifttx.org, in compliance with Chapter 551, Texas Government Code.

Signature: Gabriela Torres, City Secretary

Date Posted: Date and Time





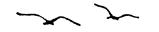
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1. Call Meeting to Order

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Public Officials

Mayor

n/a

Mayor Pro-Tem & Alderperson Tracey Johnson, Public Utilities

Alderman Kenneth Reese Parks and Recreation Alderman Paul Gonzales *Public Safety* Alderman Johnny Mikolas Municipal Harbor Alderman Alysa Jarvis Streets & Drainage, and Solid Waste

City Attorney Robert McKnight **City Secretary** Gabriela Torres

The Seadrift City Council met in a Regular Meeting on January 14, 2025, at the City Hall Council Chambers located at 501 S. Main St., Seadrift, TX 77983.

Meeting called at 6:00 P.M.

1. Call to Order & Quorum Call

Mayor Pro-Tem Tracey Johnson called the meeting to order at 6:00 PM. The following Alderpersons were present: Tracey Johnson, Kenneth Reese, Paul Gonzales, Alysa Jarvis, and Johnny Mikolas.

2. Invocation & Pledge of Allegiance

Becky Gray gave the invocation and Mayor Pro-Tem Johnson led the Pledge of Allegiance.

3. Previous Month Meeting Minutes – December 2024

Motion: Alderperson Jarvis made the motion to accept the previous month's minutes with corrections. Alderperson Gonzales seconded the motion. **Vote:** Motion passed unanimously 5-0.

4. Bills for January 2025

Motion: Alderperson Reese made the motion to approve bills to be paid for January 2025. Alderperson Mikolas seconded the motion. **Vote:** The motion was passed unanimously 5-0.

Mayor Pro-Tem Johnson moved to item 22 Citizen Comments.

22. Citizen Comments

- Frank Gerking, Fire Chief with the Volunteer Fire Department, stated that they were without water the other day and were not notified. Mayor Pro-Tem Johnson stated that it was an oversight but would make sure that they are notified if anything occurs.
- Danny Evans stated that the City needs a working bathroom on the Bayfront and a Water Treatment Plant that gives safe, reliable, and clean water. Mr. Evans commented that Council should table the agenda item regarding janitorial services for the future and have City Employees power wash the bathrooms. Mr. Evans stated that the legal counsel for the Texas Municipal League answered the question whether a City can attach a mandatory fee unrelated to utility service to water bills and the answer was no. The Attorney General concluded in opinion JM 338 that imposing an additional fee of \$6 on a water bill to fund the Police Department was an unconstitutional tax. The Attorney General came to the same conclusion in opinion GA084 regarding a mandatory fee of \$1.15 that was used to fund volunteer firefighting services. It was found that the fee imposed for the purposes of raising revenue was an unconstitutional tax. The

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Attorney General concluded that General Law cities have no inherent power to tax and may only impose a tax if the legislature is specifically bestowed the power through statue (Anderson Vs. the City of San Antonio, 67 SW 2nd 1036). The City may, however, request that its customers make a voluntary contribution via their water bill.

- Lacey Vasquez stated that she had spoken at the last meeting and wanted to urge the City Council to make Cheyenne Beaver a permanent employee. If she is good enough to have been here for seven months in the interim position, fill the void that was needed to fix public relations, to create and implement new things, update the policy that is now being used, to close 40 plus cases and do several investigations, what are we waiting for. Regarding Agenda Item # 17, she stated that she has never heard of somebody that expects to be on call and salaried. That is a hard thing to ask of somebody and does not think it is the best route to go.
- Christy Kosser asked if the boil water notice had been lifted. Mayor Pro-Tem Johnson answered that it has not been lifted. Ms. Kosser stated that she wanted to address the citizens' comments. She stated that it was a violation of Texas Government Code 551.007 that states that the governmental body shall allow each member of the public who desires to address the body regarding an item on an agenda for an open meeting of the body to address the body regarding the item at the meeting before or during the body's consideration of the item. Christy Kosser clarified that comments have to be made at the time the agenda item is read. House Bill 2840 is another violation of the same situation. On bid process, contracts, and bids, the City Council is required to obtain three competitive written bids for purchases and contracts between \$3,000 and \$49,999. For anything over \$5,000, it has to be a formal sealed bid process. This is from Local Government Code Title 8, Section 252. Agenda items cannot be changed in executive session and then claimed as misread. Christy Kosser stated that meetings were not being adjourned properly under Robert's Rules of Order. You have to have a motion, a second and a vote, and then the mayor or acting mayor can adjourn the meeting.
- Lori Thomas commented that on agenda item 15 regarding the Junk Ordinance, nowhere does it say that a City Secretary should be in charge of junk. On agenda item 16, Lori stated that it says something about being a member of the Church. Mayor Pro-Tem Johnson stated that Agenda Item 16 was about permanent pay status for employees. Alderperson Jarvis commented that the insert in the packet was from the City's Personnel Handbook to show section 2.6 regarding Probationary Employees. Lori commented that the City should ask Lester Contracting to send their invoices monthly instead of whenever they wanted to. Lori commented that in the minutes the City was supposed to have a Special Meeting to approve Mercer Construction's evaluation, but it was not in the minutes that the Council did that. She asked if Council went ahead and did it anyways.

Mayor Pro-Tem Johnson moved to item # 16.

16. Notice of Permanent Pay Status

Alderperson Gonzales recommended, with the suggestion from the City Attorney, that the City Council postpone this agenda item until the February Council meeting. This was to ensure that the agenda item has the correct language.

Motion: Alderperson Gonzales made the motion to postpone Agenda Item 16 until the February Council meeting. Alderperson Jarvis seconded the motion. **Vote:** The motion was passed unanimously 5-0.

Mayor Pro-Tem Johnson moved back to item # 5.

5. Department Head Monthly Reports

a. Public Utilities

Mayor Pro-Tem Johnson stated that there will be a temporary change in Department Heads due to everything that is going on. She stated that she would be taking over the Public Utilities.

Mayor Pro-Tem Johnson read the monthly report, created by Rene Rodriguez with Rene's Water Operations, for December 2024 with the water system monthly bacteria samples taken on

City of Seadrift – January 14, 2025, Regular Meeting Minutes

12/11/2024 at 601 Bay and 604 Highway 185, 44Cl2 distribution samples taken, 21 lbs. of CO2 gas used, Water Well #3 recorded 0 gallons, Water Well #4 recorded 0 gallons, and the Master Meter recorded 10,651,500 gallons.

Rene Rodriguez stated that in the last week of November, the City had an audit conducted by TCEQ. The City is still waiting for those results. The investigator with TCEQ came out again on the 9th and that is what sparked the Boil Water Notice. The City's system does not have the pressure in the system to fight a fire for longer than 10 minutes. If you open a fire hydrant right now, you can put your hand to stop the flow and that is not good. The City has been out of compliance, and it seems to have gone unnoticed. A small update, they have pulled out booster pump #1 and is being sent for repairs. It is either an impeller or motor issue. Right now, they are running on booster pump #2, and Mercer Controls was able to put a voltage power inverter to slow down the amperage to booster pump #2 to make it operable. The jockey pump is now being used as a backup. Even with the booster pump #2, the City is not maintaining the pressure that is needed to sustain flushing of our hydrants or our two-inch flush valves. Alderperson Jarvis commented that to rescind the Boil Water Notice, the City must flush the lines. Rene stated that you have to be able to flush the lines and maintain pressure throughout the City. So, if they open up a flush valve, the neighborhood around should not feel any disturbance. Rene stated that their primary goal was to find out which fire hydrants were working to make sure the City is ready to fight a fire. During this investigation, it was found that some of the fire hydrants were not even open. The Fire Department would have gone to open a fire hydrant and would find that it was not even on at the gate valve. Rene stated that they are working with TCEQ to see if there are any exemptions to lift this boil water notice. Even when we get the pumps, there is no guarantee that they can acquire the pressure needed. They are finding isolation valves in town that have been closed, but those are now open and will hopefully help with the circulation. We are going to be under this Boil Water Notice for an extended period of time until we can get the booster pumps up and running. Alderperson Jarvis asked if the samples and the water quality testing were still coming back good. Rene answered that they are getting stronger residuals in town. If they were to check the pressure with a handheld gauge, it's pretty similar to what they have at the water treatment plant. The only problem is that as soon as you open up a flush valve or a fire hydrant it dramatically strips all the water to that one section. The Fire Department would only have 20-30 minutes of good pressure and then it will go to a flow. Even though they are getting back strong residuals, it doesn't guarantee that the system is watertight. If they open up a fire hydrant and it has been raining, if there is water surrounding the pipe it could create a vacuum and bring surface water into your water system. They have to chase many feet of line to look for isolation valves that have not been marked. They are using green paint to mark them to determine that those isolation valves are open and not closed. Alderperson Jarvis clarified that circulation helps maintain pressure. Rene commented that the isolation valves also help them during water leaks to isolate that section of town so that they can fix the leak in that area. Alderperson Reese stated that they did not have pressure problems before but now do since they have been opening the gate valves. Alderperson Jarvis asked if there were any records of the water pressure during the previous flushing. Rene commented that if TCEQ were to come out right now and check the pressure it would look good, but if they were to check the pressure and open a fire hydrant that would not be the case. The City has been getting by without TCEQ knowing or being reported. This has been an ongoing issue and did not happen overnight. Rene stated that the boil water notice was not mandatory by TCEQ when they came out, but was suggested. Mayor Pro-Tem Johnson stated that she made the call to issue the notice after talking with several people including Terrell Jones and Rene Rodriguez. Mayor Pro-Tem Johnson stated that the City is not taking this lightly and will be doing everything that is required.

b. Public Safety

Alderperson Gonzales stated that they are moving forward with the job announcement for the Chief of Police, and it will close on Friday. He will be conducting interviews on the 23rd and will have two different police departments to help with the interview process. This is so that the City can get a recommendation from professionals that have been in law enforcement a long time.

City of Seadrift - January 14, 2025, Regular Meeting Minutes

Interim Chief Beaver read the monthly Police Department report for December 2024 with 108 calls for services this month for the SPD: of those calls there were 78 extra patrols, 57 traffic stops, 6 reports, and 3 arrests done by the SPD. There were 86 calls for service done by CCSO in Seadrift; of those calls 61 were for extra patrols. There were 2 EMS calls of which SPD responded to 2. There were no fire calls for the month. Interim Chief Beaver stated the following: "I would like to reiterate that if there is not an SPD Officer on duty, I sincerely apologize but there are only two of us until the Council makes a decision on the Chief of Police position. I would also like to try and again explain if there is not one of us here, that does not mean no one is available to help you. Calhoun County has a combined dispatch center who now dispatches all agencies in the county and county deputies will respond to Seadrift. There is a main number for the Sheriff's Office 361.553.4646. Upon contacting them, you will be prompted with options, one of which is dispatch. They dispatch our Officer's as well. I have provided the on-call public works number to central dispatch as well to ensure if you are to have a major water leak or something of that nature someone will be able to be contacted to help you. This should remedy the issues that have arisen regarding questions about contacting an on-call public works employee. Officer Easley will be attending Active shooter training very soon and I shortly thereafter will be attending Active shooter instructor training so I will be able to teach Active Shooter training following that. Last but not least we would like to extend a thank you to Ms. Jarvis for supplying our office with a heater during the cold weather as our office does not have central heat at this time. Thank you all for the continued support of me and of our department."

c. Municipal Harbor

Alderperson Mikolas stated that it is quiet at the Harbor and things are going well. Alderperson Jarvis commented that Harbor Master Chris Ingram showed her the concrete bulkhead by 100A and Alby's Seafood. There is a gap that is causing a washout, so they want to see if the contractors who put it in can come and fix it.

d. Streets & Drainage, and Solid Waste

Alderperson Jarvis stated that the crew is busy working on water leaks and that is a priority right now. The City does have some reclaimed asphalt and limestone material available, so if residents have potholes to contact City Hall to get a workorder started. Regarding the Citywide Drainage Project, Alderperson Jarvis asked the contractor to not use Main St. due to its current condition. The Project Manager stated that the City's tie-in to the County's project will be last thing we do on our side, so there will be point that we won't be able to complete our project until the County does their portion on 9th St. The City has asked for an extension from GLO to 2027. Alderperson Jarvis stated that if any residents had any issues, to reach out by email or text and she would get with the project manager to address them. Alderperson Jarvis stated that she will be looking at the work completed before a pay application is submitted to Council.

Alderperson Jarvis stated that all garbage trucks were washed, and totes were as well. A city tote was placed at the Bayfront Restroom and the trash totes will be taken out of the actual restrooms. There is only toilet paper in the restrooms that can be flushed. If people have trash, they can place it in the totes located outside the restroom and will be on the Solid Waste's route to pick up as well. Solid Waste completed extra pickups, dumping at the fish station, and helping out at the mechanic shop.

e. Parks & Recreation, and Civic Functions

Mayor Pro-Tem Johnson stated that the City was approved for a grant to get playground equipment and a sidewalk at the Bayfront Park. She thanked Patricia Massey for providing assistance with writing the grant.

f. City Hall Administration

There were no reports or updates given.

6. Order a Special Election for the Mayor position

Motion: Alderperson Reese made the motion to order a Special Election to be held with the Uniform General Election on May 3, 2025, to fill the vacancy for the remainder of the term for the Mayor's position. Alderperson Jarvis seconded the motion. **Vote:** The motion was passed unanimously 5-0.

7. Order of General Election

Motion: Alderperson Reese made the motion to order a General Election for three Alderman positions on May 3, 2025. Alderperson Jarvis seconded the motion. **Vote:** The motion was passed unanimously 5-0.

8. Interlocal Agreement with Port O'Connor Improvement District

Mayor Pro-Tem Johnson stated that she would like to postpone the agenda item due to a concern with the rates that are shown in the Exhibit A. She stated that she would like to verify them.

Motion: Alderperson Johnson made the motion to postpone item 8 regarding the Interlocal Agreement between the City of Seadrift and the Port O'Connor Improvement District (POCID) until the February Regular Meeting. Alderperson Mikolas seconded the motion. Vote: The motion passed 4-1. Aye: Tracey Johnson, Johnny Mikolas, Kenneth Reese, and Paul Gonzales; Nay: Alysa Jarvis; Abstain/Absent: None.

9. Replat Request for Block 27, Lots 7 & 8

Motion: Alderperson Johnson made the motion to postpone Agenda Item 9 until the February Regular Meeting. Alderperson Gonzales seconded the motion. **Vote:** The motion was passed unanimously 5-0.

10. Sewer Line Replacement Request for Block 44, Lots 9 & 10

Cindy Alford clarified that they were not asking for a sewer line, but a sewer tap. They are requesting that the existing sewer tap on lot 9 be located by the City or have a new one installed at their expense if not found. The owners of lots 9 & 10 will have to pay for a new water tap, but there should be a sewer tap on lot 9. The previous Public Works Director Robert Bryant had confirmed that there was a sewer tap in that area, and suspected that it was on lot 9. He had told her that if the existing sewer tap could not be found, the City would install a new tap at the City's expense. Cindy Alford stated that the City either needs to find the existing sewer tap or replace it at the City's expense. She stated that she did her due diligence and came to City Hall to see if there were any records regarding the placement of taps. If records have not been maintained, it is not the taxpayer's or property owners' fault to pay for another tap. Alderperson Jarvis stated that it was her understanding that this has been a policy for the City. Alderperson Mikolas asked how the City can be sure if there was one installed there.

Motion: Alderperson Jarvis made the motion to replace the sewer tap at no cost to the property owner on Block 44, lots 9 & 10 if it cannot be located. Alderperson Johnson seconded the motion. **Vote:** The motion passed 3-2. Aye: Tracey Johnson, Alysa Jarvis, and Paul Gonzales; Nays: Johnny Mikolas and Kenneth Reese; Absent/Abstain: None.

11. Water and Sewer Installation for Block 171, Lot 3

Cindy Alford stated that there are currently no services available at this block. Lot 1 is vacant, but a new building just went on lots 2 and 3. About a year ago, she had inquired what the cost to have services brought in. Previous Public Works Director Robert Bryant had quoted her \$30,000 to bring both water and sewer to this area. She stated that she has a client that is interested in lots on this block. With the new building that was put in, she assumed that water and sewer had been run to the area. She came to City Hall to get a new estimate on the cost to bring services to the other lots. She learned that the property owner of lot 3 had only paid \$1,200 and the City would install it on the weekend. She did not understand how she was quoted \$30,000, and the other owner only paid \$1,200. Alderperson Jarvis stated that Robert Bryant determined what the cost would be to extend water and sewer to lot 3. So, the property owner paid an extra \$1,200 with his payment of the taps and was able to get a building placement permit. Currently, no work has been done by the City and block 171 still did not have services. Lester Contracting were contacted to see what the actual cost would be to bring services to this block. Estimate #1 had a cost of \$55,900 and would bring water and sewer to all of block 171. Estimate #2 had a cost of \$34,300 and would only bring

services to lot 3 on block 171. A possible option would be to open the entire block for development. If allowed to, spread the cost on those undeveloped lots. Alderperson Jarvis stated that it was her understanding that the City could not go back to the property owner of lot 3 and have them pay the \$34,300 to get services to his property after he has paid. Alderperson Jarvis commented that the City did not have to use Lester Contracting. The City could have the City Crew do the job and possibly use the interlocal agreement with the Port O'Connor Improvement District to supervise and oversee the work. The City would essentially absorb the cost. Alderperson Mikolas asked why taxpayers have to pay the cost of these people's water. Alderperson Jarvis stated that the City would have to research what legal obligations it has with the property owner that has already paid for services. Attorney McKnight stated that from his understanding there is no written agreement but was entirely some sort of oral representation. Alderperson Jarvis clarified that it was a text message conversation between the Public Works Director Robert Bryant and the property owner that they agreed to and was paid. Cindy Alford clarified the other property owner on this block are not asking the City to do extension for free but are just wanting a cost.

Motion: Alderperson Gonzales made the motion to postpone item 11 until the February Regular Meeting. Alderperson Reese seconded the motion. Vote: The motion passed unanimously 5-0.

12. Lester Contracting Invoice 2414701

Motion: Alderperson Mikolas made the motion to pay Invoice 2414701 to Lester Contracting for \$12,035.50. Alderperson Gonzales seconded the motion. Vote: The motion passed unanimously 5-0.

13. Bayfront Restroom Janitorial Services

Motion: Alderperson Johnson made the motion to bid out for janitorial services for the bayfront restroom. Alderperson Gonzales seconded the motion. Vote: The motion passed unanimously 5-0.

14. Justice Center AC

During a Special Meeting on December 30, 2024, the City Council discussed the replacement of the AC unit at the Police Department located in the Justice Center Building. The City received a quote from Airserv to replace the 5-ton AC unit with a total estimated cost of \$18,423.16. RJK Air Conditioning provided two proposals: 3-ton AC unit for \$10,950, and a 5-ton unit for \$12,096. Mayor Pro-Tem Johnson stated that Wehmeyer Services had given a verbal quote for \$14,000. Alderperson Mikolas commented that Roy January with RJK Air Conditioning had commented that there are delays in getting units and that they are coming in at \$400 more than was originally quoted to the City.

Motion: Alderperson Johnson made the motion to take a five-minute break. Alderperson Gonzales seconded the motion.

Vote: Motion passed unanimously 5-0.

Motion: Alderperson Johnson made the motion to award RKJ Air Conditioning for the five-ton unit for \$12,096 and to pay out of the Police Department's budget.

Alderperson Johnson amended her motion to award RKJ Air Conditioning for a three-ton unit for \$10,950, plus an additional \$400 and be paid out of Line #66 of the Police Department's budget. Alderperson Mikolas seconded the motion. Vote: The motion passed unanimously 5-0.

15. Junk Ordinance Draft

Motion: Alderperson Gonzales made the motion to postpone item # 15 until the February Regular Meeting. Alderperson Reese seconded the motion. Vote: The motion passed unanimously 5-0.

17. Salaried Employees

Attorney McKnight stated that to be overtime exempt means that these employees are paid a certain minimum weekly salary and have certain duties that qualify them as exempt employees. These positions are supervisory individuals and probably fall safely within either an administrative or managerial capacity. The question is whether their current salary is sufficient to qualify them as exempt. The Department of Labor has issued some rules that were going to increase the minimum salary level effective July, but that is wrapped up in litigation. Alderperson Gonzales stated that these positions are leaders in this town, and we expect more out of our leaders. They should be compensated, which they were this budget year with the 25% pay raise, but as you move up in your career there are things that are expected of you. Alderperson Mikolas commented that these positions would still get vacation, and sick time. He further explained that when you are salary you do not have to work 40 hours a week. Alderperson Jarvis stated that she would like employees who work over 40 hours to be compensated with comp time.

Motion: Alderperson Gonzales made the motion to make the positions of City Secretary, Chief of Police, and Public Works Director into salaried positions. Alderperson Johnson seconded the motion.

Vote: The motion passed 4-1. Ayes: Tracey Johnson, Paul Gonzales, Johnny Mikolas, and Kenneth Reese; Nay: Alysa Jarvis; Absent/Abstain: None.

18. Animal Control

Mayor Johnson suggested that the Council table this item until there is a true proposal on the cost for an Animal Control Officer and the legal requirements regarding housing of animals. Alderperson Mikolas stated that the City also needs to look at what Danny Evans had commented during Citizens Comments regarding if it was even legal to add the \$1 fee on the utility bills.

Motion: Alderperson Johnson made the motion to postpone item # 18. Alderperson Gonzales seconded the motion.

Vote: The motion passed unanimously 5-0.

19. GLO MIT Citywide Drainage Project (22-085-070-D328)

a. Pay Application 8

Motion: Alderperson Reese made the motion to authorize payment of pay application 8 to KC Lease (dba Matagorda Construction & Materials) for \$234,289. Alderperson Gonzales seconded the motion.

Vote: The motion passed unanimously 5-0.

b. Pay Application 9

Motion: Alderperson Reese made the motion to authorize payment of pay application 9 to KC Lease (dba Matagorda Construction & Materials) for \$233,776. Alderperson Gonzales seconded the motion.

Vote: The motion passed unanimously 5-0.

Open Meeting closed at 8:40 PM. The City Council convened into an Executive Session at 8:41 PM.

20. Executive Session

At 8:41 PM, the City Council closed the open meeting into an Executive Session under Section 551.071 Consultation with Attorney and Section 551.074 for Personnel.

Executive Session closed at 9:31 PM. Open Meeting opened back up at 9:33 PM.

21. Action on Executive Session Items

a. Appointment of Interim Utility Supervisor

Motion: Alderperson Jarvis made the motion to appoint Chris Ingram as the Interim Utility Supervisor and to be paid \$18 an hour. Alderperson Gonzales seconded the motion. **Vote:** The motion passed unanimously 5-0.

22. Adjournment

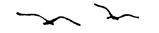
Motion: Alderperson Jarvis made the motion to adjourn the meeting. Alderperson Gonzales seconded the motion.

Vote: The motion passed unanimously 5-0.

The meeting adjourned.



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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



Public Officials

Mayor

n/a

Mayor Pro-Tem & Alderperson Tracey Johnson, Parks and Recreation

Alderman Kenneth Reese Public Utilities Alderman Paul Gonzales *Public Safety* Alderman Johnny Mikolas Municipal Harbor Alderman Alysa Jarvis Streets & Drainage, and Solid Waste

City Attorney Robert McKnight **City Secretary** Gabriela Torres

The Seadrift City Council met in a Special Meeting on January 22, 2025, at the City Hall Council Chambers located at 501 S. Main St., Seadrift, TX 77983.

Meeting called at 6:00 P.M.

1. Call to Order & Quorum Call

Mayor Pro-Tem Tracey Johnson called the meeting to order at 6:00 PM. The following Alderpersons were present: Tracey Johnson, Kenneth Reese, Paul Gonzales, Alysa Jarvis, and Johnny Mikolas.

2. Extension of the Declaration of Local State of Disaster

Motion: Alderperson Jarvis made the motion to extend the Declaration of Local State of Disaster until February 12, 2025. Alderperson Johnson seconded the motion. **Vote:** The motion passed unanimously 5-0.

3. Executive Session

No Executive Session was called.

- 4. Action on Executive Session Items No action was taken.
- 5. Adjournment

Motion: Alderperson Jarvis made the motion to adjourn the meeting. Alderperson Gonzales seconded the motion. **Vote:** The motion passed unanimously 5-0.

The meeting adjourned at 6:12 PM.

2024-2025 FY BUDGET REVENUE

Fund: General Fund

Department:	Revenue			
Line Item:	Account Name	2024-2025 FY	YTD	JANUARY
Line item.	Account Name	Budgeted		JANUART
1	Franchise Tax	\$40,000.00	\$13,356.52	\$2,636.65
2	Property Taxes (Delinquent, Penalties, and Interest)	\$30,000.00	\$15,842.10	\$10,804.16
3	Property Taxes - M&O \$0.4200/100	\$471,918.99	\$367,795.80	\$115,598.65
4	Property Taxes - Streets & Drainage	\$0.00	\$0.00	
5	Property Taxes - Debt Rate \$0.1853/100	\$208,206.17	\$162,245.71	\$50,994.02
6	Sales Tax	\$300,000.00	\$108,076.55	\$24,574.49
7	Donations	\$0.00	\$0.00	
8	Municipal Court Fines Collected	\$25,000.00	\$0.00	
9	Animal Control Fees Collected	\$10,000.00	\$13,656.00	\$858.00
10	Dog Impound Fees	\$0.00	\$0.00	
11	Interest Income	\$1,500.00	\$1,457.35	\$428.66
12	Dog Tags	\$0.00	\$0.00	
13	Alcohol Licenses	\$1,000.00	\$0.00	
14	Building Permits	\$15,000.00	\$3,925.00	\$348.00
15	Culvert Permits	\$20,000.00	\$2,123.80	
16	Dance Hall & Pool Table Permits	\$137.50	\$0.00	
17	Golf Cart Permits	\$2,500.00	\$780.00	\$90.00
18	Peddler Permits & Mobile Food Truck Permits	\$300.00	\$2,000.00	
19	RV Renewal Permits	\$13,500.00	\$2,300.00	\$2,100.00
20	Hotel/Motel & RV Park Occupancy Fees	\$2,000.00	\$0.00	
21	Miscellaneous Income	\$1,000.00	\$656.66	
22	Vehicle Storage/Towing/Impoundment Fees	\$0.00	\$0.00	
23	AD Powers Pavilion Rental	\$0.00	\$100.00	
24	Civic Center Rental	\$1,500.00	\$200.00	
25	Train Depot Museum Center - Visitor Fees	\$0.00	\$0.00	
26	Street & Drainage Estimates - Customer Paid	\$0.00	\$0.00	
27	Property Cleanup - Lien Payments	\$0.00	\$0.00	
28	TML Reimbursement - Tahoe Fire	\$14,000.00	\$0.00	
29	One-Time Loan from Contingency Funds	\$11,437.00	\$0.00	
30	Police Cont. Edu. Reimbursement	\$1,500.00	\$0.00	
	Total General Fund Revenue:	\$1,170,499.66	\$694,515.49	\$208,432.63

Fund:

Department: Gifts & Donations

Line Item:	Account Name	2024-2025 FY Budgeted	YTD	JANUARY
31a	Blue Santa Event 12-07-2024 (Remaining Funds)		\$154.79	
31b			\$0.00	
31c			\$0.00	
31d			\$0.00	
	Total General Fund Revenue:	\$0.00	\$154.79	\$0.00

Fund:

Department:	Grant Revenue			
	Account Name	2024-2025 FY Budgeted	YTD	JANUARY
32a	Federal Funds		\$1,528,792.47	\$168,777.00
32b	State Funds		\$69,081.93	\$8,227.45
32b	DOW Chemical Foundation - Combined Dispatch Center Support (3 Yrs.		\$15,000.00	
	Total General Fund Revenue (Not inlcudeded in totals):	\$0.00	\$1,528,792.47	\$177,004.45

Fund: Utility Fund

Departmen	t: Revenue			
Line Iten	n: Account Name	2024-2025 FY YTD		JANUARY
Line iten		Budgeted	טוו	JANUART
33	Water Charges (Variable by consumption)	\$450,111.00	\$151,625.83	\$39,120.14
34	Water Tap Fees	\$24,500.00	\$10,500.00	
35	Regulatory Fees to TCEQ	\$11,000.00	\$3,536.00	\$886.00

CITY OF SEADRIFT

2024-2025 FY BUDGET REVENUE

TAX RATE: \$0.6053 PER \$100 VALUATION

36	Sewer Charges	\$214,000.00	\$75,449.15	\$19,883.30
37	Sewer Tap Fees	\$15,000.00	\$10,500.00	
38	Sewer Extension Projects (Customer Paid)	\$0.00	\$0.00	
39	WWTP Monthly Assessment	\$106,524.00	\$36,894.00	\$9,240.00
40	Angeli Subdivision		\$0.00	
41	Angeli Subdivision - Water Taps	\$0.00	\$0.00	
42	Angeli Subdivision - Sewer Taps	\$0.00	\$0.00	
43	Falcon Point Subdivision		\$0.00	
44	Falcon Point Subdivision - Water Taps	\$0.00	\$0.00	
45	Utility Bill - Penalties	\$15,000.00	\$6,150.83	\$1,258.17
46	Utility Bill - Transfer Charges	\$0.00	\$0.00	
47	Interest Income	\$1,500.00	\$120.74	
48	Miscellaneous Income	\$0.00	\$0.00	
	Total Utility Fund Revenue:	\$837,635.00	\$294,776.55	\$70,387.61

Fund: Solid Waste Department: Revenue

Departmenti				
Line Item:	Account Name	2024-2025 FY Budgeted	YTD	JANUARY
49	Solid Waste Revenue	\$260,000.00	\$87,266.50	\$22,014.50
50	Solid Waste Sales Tax	\$21,400.00	\$7,212.38	\$1,819.18
51	Extra Tote Monthly Fees	\$17,500.00	\$7,042.00	\$1,757.00
52	Revenue from Cleanup Fees, Special Pickups, Etc.	\$1,000.00	\$360.00	\$45.00
53	Interest Income	\$200.00	\$30.14	
	Total Solid Waste Revenue:	\$300,100.00	\$101,911.02	\$25,635.68

Fund: Harbor Fund

Department:	Revenue			
Line Item: Account Name	Account Name	2024-2025 FY	YTD	JANUARY
		Budgeted		
54	Individual Leases/Stalls	\$72,100.00	\$13,649.00	
55	Commercial Leases	\$109,470.00	\$91,150.00	
56	Oyster Tariffs	\$0.00	\$6,182.36	\$3,327.86
57	Other Seafood Tariff	\$500.00	\$484.98	\$98.75
58	Non-Seafood Tariff	\$0.00	\$0.00	
59	Interest Income	\$1,500.00	\$501.12	\$104.23
	Total Harbor Fund Revenue:	\$183.570.00	\$111.967.46	\$4,638.34

	2024-2025 FY Budgeted		JANUARY
Total Revenue:	\$2,491,804.66	\$1,203,325.31	\$309,094.26

2024-2025 FY BUDGET EXPENDITURES

 Fund:
 General Fund

 Department:
 City Hall Office Expenses

Line Item:	Account Name	2024-2025 FY	YTD	JANUARY
2		Budgeted		
1	Membership Fees	\$3,050.00	\$1,511.00	\$459.00
2	Legal Notices	\$1,750.00	\$694.25	\$218.01
3	Office Equipment and M&O	\$1,500.00	\$0.00	\$0.00
4	RICOH MPC4504 Lease (ID# 8212)	\$3,250.00	\$1,484.73	\$241.22
5	Fiber Internet	\$1,800.00	\$1,513.96	\$300.00
6	Computer M&O and Repairs	\$1,500.00	\$0.00	\$0.00
7	Website, Email, & Domain Fees	\$2,000.00	\$36.95	\$0.00
8	Postage	\$1,000.00	\$233.24	\$0.00
9	Office Supplies	\$3,500.00	\$1,839.48	\$29.83
10	Telephone Services (VOIP)	\$6,500.00	\$4,503.78	\$1,143.23
11	Cellphones for Public Officials	\$656.00	\$0.00	\$0.00
12	Codifocation of Ordinances	\$12,500.00	\$0.00	\$0.00
13	City Hall - Online Fax Services	\$300.00	\$59.98	\$0.00
14	Computer IT	\$7,260.00	\$2,420.00	\$605.00
15	Accounting Software Annual Fees	\$2,000.00	\$1,148.98	\$0.00
16	City Hall Building M&O	\$2,500.00	\$5,871.04	\$3,830.24
17	City Hall Building - Electricity	\$4,500.00	\$1,948.55	\$450.60
18	City Hall - Pest Control	\$640.00	\$160.00	\$0.00
19	Salary - City Clerk	\$47,850.71	\$16,567.20	
20	Salary - Asst. Clerk 1	\$39,520.00	\$13,680.00	
21	Salary - Asst. Clerk 2 (Revised 11-12-2024)	\$32,240.00		\$0.00
21	Salary - Public Officials	\$12,400.00	\$3,450.00	
		\$188,216.71	\$57,123.14	

Fund:

General Fund

Department: City Secretary Expenses

Line Item:	Account Name	2024-2025 FY	YTD	JANUARY
Line item.	Account Name	Budgeted	טוו	JANUART
22	Salary - City Secretary	\$58,071.25	\$20,102.40	\$5,584.00
23	Election Expenses (Ballots & Supplies)	\$1,500.00	\$0.00	\$0.00
24	ES&S AutoMark VAT Programming M&O	\$250.00	\$0.00	\$0.00
25	Election Personnel Pay	\$500.00	\$0.00	\$0.00
26	City Secretary - Training	\$1,000.00	\$853.58	\$45.00
		\$61,321.25	\$20,955.98	\$5,629.00

Fund:

General Fund Municipal Court Expenses

Department:	Municipal Court Expenses			
Line Item:	Account Name	2024-2025 FY	YID	JANUARY
07	Manage Municipal hadro	Budgeted		¢4 004 75
27	Wages - Municipal Judge	\$11,250.00	\$3,894.30	
28	Salary - Municipal Court Clerk & Police Clerk (Revised 11-12-2024)	\$45,647.54	\$16,343.14	\$3,600.00
29	Municipal Court - Training	\$1,000.00	\$1,100.00	\$0.00
30	Municipal Court - Software (FundView)	\$2,109.57	\$2,009.12	\$0.00
31	Fine Money Remitted back to State	\$9,000.00	\$2,448.01	\$904.03
32	Jury Trial Expenses	\$100.00	\$0.00	\$0.00
33	Housing of Prisoners	\$750.00	\$220.00	\$110.00
		\$69,857.11	\$26,014.57	\$5,695.78

Fund: General Fund

Department: Legal & Professional Services

Line Herei	Account Name	2024-2025 FY	YTD	JANUARY
Line Item:	Account Name	Budgeted	TID	JANUART
34	City Attorney	\$30,000.00	\$13,914.00	\$0.00
35	Delinquent Taxes - Attorney Fees	\$4,000.00	\$3,133.58	\$1,689.10
36	Tax Appraisal & Collection Fees	\$10,500.00	\$5,436.00	
37	Auditing Services	\$60,000.00	\$0.00	
		\$104,500.00	\$22,483.58	\$1,689.10

CITY OF SEADRIFT

2024-2025 FY BUDGET EXPENDITURES

Fund: General Fund Department: Parks & Recreation

Department:	Parks & Recreation			
Line Item:	Account Name	2024-2025 FY Budgeted	YTD	JANUARY
38	Salary - Mower (Part-Time at 24 Hours)	\$18,720.00	\$1,800.00	\$1,080.00
39	A.D. Powers Bayfront Park M&O	\$1,750.00	\$0.00	\$0.00
40	A.D. Powers Pavilion M&O	\$1,750.00	\$0.00	\$0.00
41	Train Depot M&O	\$1,250.00	\$0.00	\$0.00
42	HAHN Sports Plex: Durel Field & Birmingham Field M&O	\$2,500.00	\$267.07	\$0.00
43	Memorial Children's & Skate Park M&O	\$2,000.00	\$418.97	\$0.00
44	Civic Center M&O	\$1,000.00	\$202.40	\$0.00
45	Supplies: Flags	\$500.00	\$389.50	\$0.00
46	Parks & Recreation - Electricity	\$7,000.00	\$4,114.65	\$1,155.40
47	Train Depot - Electricity	\$2,000.00	\$203.01	\$22.43
48	Porta Potties (Bayfront)	\$2,520.00	\$1,000.00	\$250.00
49	A.D. Powers Park East Restroom - Janitorial	\$5,000.00	\$0.00	\$0.00
		\$45,990.00	\$8,395.60	\$2,507.83

Fund:

General Fund General - Equipment & Vehicles

Department:	General - Equipment & Vehicles			
Line Item:	Account Name	2024-2025 FY Budgeted	YTD	JANUARY
50	Salary - Mechanic (Pay for contract work w/ Rene's Water Operations	\$43,663.76	\$14,383.84	\$8,225.00
51	Fuel - Gasoline	\$20,000.00	\$5,213.36	\$2,857.72
52	Fuel - Diseal	\$5,000.00	\$2,727.16	
53	Vehicles - Dashcam & GPS Fees	\$4,000.00	\$0.00	\$0.00
54	Supplies for Equipment & Vehicles (Public Works/Harbor)	\$5,000.00	\$8,714.91	\$3,779.77
55	Equipment Rentals	\$1,000.00	\$0.00	\$0.00
		\$78.663.76	\$31.039.27	\$15.254.23

Fund:

General Fund Permit & Code Enforcement

Department:	Permit & Code Enforcement			
Line Item:	Account Name	2024-2025 FY	YTD	JANUARY
Line item.		Budgeted	טוז	JANUART
56	Commission - Building Official (60% of Permit Fees)	\$10,800.00	\$3,653.10	\$415.20
57	Code Enforcement - Demolitions	\$0.00	\$0.00	\$0.00
58	Code Enforcement - Mowing Services	\$1,500.00	\$0.00	\$0.00
59	Code Enforcement - Postage & Advertisement Cost	\$2,250.00	\$0.00	\$0.00
		\$14,550.00	\$3,653.10	\$415.20

Fund: General Fund

Department:	Streets & Drainage			
Line Item:	Account Name	2024-2025 FY	YTD	JANUARY
Line item.		Budgeted	שוו	JANUANT
60	Streets - General M&O (Limestone, Hotmix, etc.)	\$35,000.00	\$2,235.08	\$1,029.63
61	Streets & Drainage Improvements - Property Tax	\$0.00	\$0.00	\$0.00
62	Sign Maintenance & Repair	\$1,500.00	\$503.44	\$251.72
63	Drainage Maintenance (Culverts, Pipes, Etc.)	\$12,500.00	\$403.80	\$0.00
		\$49,000.00	\$3,142.32	\$1,281.35

2024-2025 FY BUDGET EXPENDITURES

Fund:General FundDepartment:Public Safety

		2024-2025 FY	VTD	
Line Item:	Account Name	Budgeted	YTD	JANUARY
64	Calhoun County Dispatcher (\$5,000 Every Year for 3 Years)	\$5,000.00	\$0.00	\$0.00
65	Salary - Chief of Police	\$65,000.00	\$22,500.00	\$6,250.00
66	Salary - Police Lieutenant	\$57,200.00	\$0.00	\$0.00
67	Salary - Police Patrol Deputy	\$52,000.00	\$18,000.00	\$5,000.00
68	Salary - Animal Control	\$10,250.00	\$3,100.00	\$0.00
69	Police - Holiday Pay	\$8,000.00	\$2,718.92	\$450.00
70	Police - Comp Time Payout	\$6,000.00	\$468.80	\$0.00
71	Justice Center - M&O	\$2,500.00	\$0.00	\$0.00
72	Justice Center - Electricity	\$2,500.00	\$1,023.50	\$171.83
73	Justice Center - Telephone	\$4,500.00	\$1,637.43	\$411.19
74	Justice Center - Internet	\$1,800.00	\$600.00	\$150.00
75	Justice Center - Pest Control	\$400.00	\$100.00	\$100.00
76	Ricoh MP307 Lease # 500-50424529 (Lease Ends 09/01/2025)	\$2,500.00	\$877.57	\$289.52
77	Victoria Communication Services - Emergency Button	\$780.00	\$140.00	\$35.00
78	Police Training & Travel Expenses	\$4,000.00	\$94.31	\$94.31
79	Police Equipment & Supplies	\$3,700.00	\$174.00	\$174.00
80	Police Uniforms	\$4,500.00	\$161.78	\$161.78
81	Police Cellphones	\$2,100.00	\$521.22	\$173.74
82	Animal Control Supplies	\$1,500.00	\$684.02	\$0.00
83	Vehicle: 2021 Ford Explorer M&O (Asset ID: 303)	\$2,500.00	\$136.19	\$118.94
84	Vehicle: 2022 F-150 Police Truck M&O (Asset ID: 003)	\$1,500.00	\$127.94	\$127.94
85	Southern Software - Final Payment of Software	\$12,437.00	\$11,437.00	\$0.00
86	Southern Software - Annual Fees	\$3,310.00	\$0.00	\$0.00
87	Axon - Annual Fees	\$14,296.00	\$16,792.02	\$0.00
88	Volunteer Fees	\$3,000.00	\$942.00	\$0.00
89	Fire Station Building M&O	\$2,000.00	\$0.00	\$0.00
90	Fire Station - Electricity & Gas	\$2,000.00	\$80.02	\$22.43
91	Fire Fighting Apparatus M&O	\$1,500.00	\$0.00	\$0.00
92	Fire Equipment M&O	\$2,044.00	\$1,977.00	\$0.00
93	Fire Apparatus Annual PM Service	\$960.00	\$0.00	\$0.00
		\$279,777.00	\$84,293.72	\$13,730.68

Fund:

General Fund & Waterworks

Department:	Employee Benefits & Expenses			
Line Item:	Account Name	2024-2025 FY Budgeted	YTD	JANUARY
94	TMRS - City Match 5%	\$41,245.69	\$12,188.38	\$3,067.77
95	FICA	\$63,105.90	\$18,384.40	\$4,551.09
96	Employee Medical Insurance - City 100%	\$157,900.80	\$63,061.66	\$35,367.76
97	Employee Family Insurance - City 50%	\$30,222.36	\$13,140.61	\$4,975.44
98	Employee Health Deductible Reimbursement (\$1,000 per Employee)	\$16,000.00	\$3,108.41	\$1,232.19
99	Employee HRA Medical Card	\$8,000.00	\$2,708.55	\$1,541.79
100	Unemployment Fees	\$100.00	\$0.00	\$0.00
101	Workmens Compensation	\$2,000.00	\$264.45	\$97.24
102	Bonds	\$350.00	\$275.00	\$0.00
103	Tax Preparer Services	\$750.00	\$499.99	\$0.00
		\$319.674.75	\$113.631.45	\$50.833.28

Fund:

General Fund & Waterworks

Department:	General Properties & Insurance			
Line Item:	Account Name	2024-2025 FY Budgeted	YTD	JANUARY
104	Streets & Security Lighting	\$25,000.00	\$9,244.79	\$2,369.12
105	TWIA - Windstorm Insurance	\$35,000.00	\$0.00	\$0.00
106	Liability - General / Vehicles / Equipment	\$18,000.00	\$24,596.82	\$9,116.82
		\$78,000.00	\$33,841.61	\$11,485.94

2024-2025 FY BUDGET **EXPENDITURES**

Utility Fund Utility Billing Fund: **Department:**

Line Item:	Account Name	2024-2025 FY	YTD	JANUAR
Line item.	Account Name	Budgeted	טוז	JANUART
107	RVS Software Annual Fee	\$2,500.00	\$4,138.39	\$0.00
108	Utility Clerk - Training	\$900.00	\$0.00	\$0.00
109	Supplies and Postage for Utility Billing	\$5,250.00	\$1,098.88	\$366.22
110	Bank Draft Fee for Utility Bills	\$600.00	\$200.00	\$50.00
		\$9 250 00	\$5 437 27	\$416 22

Fund: **Department:** **Utility Fund**

	-		
:	Public	Works	Department

Line Item:	Account Name	2024-2025 FY	YTD	JANUARY
		Budgeted		
\$1.50 Step Incre	ease for Utility Workers who obtain a License			
111	Salary - Public Works Director	\$65,000.00	\$21,143.13	\$1,440.00
112	Salary - Sewer Operator	\$55,811.25	\$19,317.78	\$5,366.09
113	Salary - Utility Worker 1	\$40,343.04	\$13,968.00	\$3,880.00
114	Salary - Utility Worker 2	\$39,179.14	\$13,564.80	\$3,768.00
115	Salary - Utility Worker 3	\$33,990.00	\$11,764.80	\$3,268.00
116	Utility - Comp Time Payout		\$0.00	\$0.00
117	Cellphone - Public Works Director & On-Call Utility Worker	\$1,750.00	\$822.10	\$200.05
118	Travel Expenses	\$300.00	\$0.00	\$0.00
119	Supplies & Tools	\$8,500.00	\$2,790.38	\$282.44
120	Public Works Director - Licence Renewal		\$0.00	\$0.00
Renewal is eve	ery three (3) years - Up in 2027			
121	Sewer Operator - Licence Renewal		\$111.00	\$0.00
Renewal is eve	ery three (3) years - Up in 2027			
122	Lab Testing & Reporting Expenses	\$10,000.00	\$4,879.20	\$858.20
123	Clothing & Boots Reimbursment (\$400 per Employee 6x)	\$2,400.00	\$800.00	\$0.00
124	Utility Workers - Training & Education	\$2,000.00	\$188.00	\$0.00
125	Public Works Director - Training	\$1,500.00	\$0.00	\$0.00
		\$260,773.43	\$89,349.19	\$19,062.78

Fund:

Utility Fund

Department:	Water Treatment Plant (WTP)			
Line Item:	Account Name	2024-2025 FY	YTD	JANUARY
		Budgeted		
126	Water Plant - Electricity	\$35,000.00	\$8,797.06	\$4,092.82
127	Water Plant - RO Discharge - Consulting for Permit Renewal	\$3,750.00	\$0.00	\$0.00
128	Water Plant - RO Discharge & TCEQ Permit Renewal	\$3,500.00	\$4,835.75	\$0.00
129	Water Plant - Maintenance, Repair, & Operations	\$20,000.00	\$43,015.48	\$25,246.22
130	Water Plant - Contracted Repair Work	\$33,000.00	\$25,247.46	\$0.00
131	Water System - Pipes & Pipe Repair Work	\$8,000.00	\$7,967.57	\$5,116.14
132	Water Well #3 (E. Dallas) Maint., Repair, & Ops.	\$1,000.00	\$1,571.95	\$1,571.95
133	Water Well #4 (W. Cleveland) Maint., Repair, & Ops.	\$1,000.00	\$138.02	\$138.02
134	Water Meter - Maintenance, Repair & Operations	\$3,000.00	\$4,418.87	\$1,815.50
135	Water Tank Inspections		\$784.81	\$0.00
		\$108,250.00	\$96,776.97	\$37,980.65

Fund:

Utility Fund Department: Wastewater Treatment Plant (WWTP)

Line Item:	Account Name	2024-2025 FY Budgeted	YTD	JANUARY
136	Wastewater Treatment Plant - Electricity	\$15,000.00	\$3,416.70	\$2,040.16
137	Lift Stations - Electricity	\$5,000.00	\$1,903.60	\$690.12
138	Wastewater Treatment Plant - TCEQ Permit Renewal	\$2,500.00	\$2,283.40	\$0.00
139	Wastewater Treatment Plant - Consulting for Permit Renewal	\$3,500.00	\$0.00	\$0.00
140	Wastewater Treatment Plant - Pipes & Pipe Repair Work	\$5,000.00	\$3,704.62	\$1,127.06
141	Wastewater Treatment Plant - Pumps, Instruments, etc.	\$1,750.00	\$11,938.69	\$6,434.09
142	Wastewater Treatment Plant - Sludge Disposal	\$45,000.00	\$24,552.00	\$15,840.00
143	Lift Stations - Maintenance, Repair, & Operations	\$5,000.00	\$4,636.53	\$0.00
		\$82,750.00	\$52,435.54	\$26,131.43

Fund:

2024-2025 FY BUDGET **EXPENDITURES**

Solid Waste Solid Waste Department Donartmont:

Department:	Solid waste Department			
Line Item:	Account Name	2024-2025 FY Budgeted	YTD	JANUARY
144	Salary - Solid Waste Director	\$49,113.90	\$16,999.20	\$4,722.00
145	Salary - Solid Waste Worker 1	\$46,631.20	\$16,142.40	\$4,484.00
146	Salary - Solid Waste Worker 2	\$22,932.00	\$7,204.96	\$2,205.60
147	Solid Waste Workers - Uniform	\$2,250.00	\$595.00	\$105.00
148	Solid Waste - Supplies	\$1,000.00	\$330.64	\$161.19
149	Solid Waste - Travel Expenses	\$300.00	\$72.16	\$0.00
150	Vehicle - Garbage Trucks M&O (Tires & Ram Arms)	\$12,000.00	\$2,411.71	\$1,266.04
151	Landfill Fees	\$40,000.00	\$12,585.12	\$3,312.82
152	Garbage Sales Tax to TX Comptroller	\$21,400.00	\$7,108.80	\$1,752.41
		\$195,627.10	\$63,449.99	\$18,009.06

Fund: **Harbor Funds**

Department: Municipal Harbor Department

Line Item:	Account Name	2024-2025 FY	YTD	JANUARY
Line item.		Budgeted	טוז	
153	Salary - Harbor Master	\$12,000.00	\$4,000.00	\$1,000.00
154	Fish Cleaning Station - Garbage Pickup Stipend	\$5,200.00	\$2,750.00	\$600.00
155	Municipal Harbor - Electricity (Street Lights)	\$9,000.00	\$1,722.96	\$349.14
156	Municipal Harbor - General Repair (Bulkhead, Streeets, Etc.)		\$834.72	\$834.72
157	Municipal Harbor - Port-O-Potty	\$2,520.00	\$1,750.00	\$500.00
158	Fish Cleaning Station - Maintenance, Repair, & Operations	\$1,874.38	\$1,010.39	\$136.01
159	Municipal Harbor - Oil Spill Response Supplies	\$1,000.00	\$624.61	\$0.00
160	Harbor Master - Supplies (Uniform, Signs, Trash Bags, Etc.)	\$750.00	\$503.92	\$0.00
		\$32,344.38	\$13,196.60	\$3,419.87

Fund:

All Funds Grant Expenses

	Department:	Grant Expenses				
Line Item:		Account Name	2024-2025 FY	YTD	JANUARY	
	Line item:	Account Name	Budgeted	טוז	JANUART	
	161	Grant Expenditures (Paid by Line 32 in Revenue Sheet)		\$2,147,718.04	\$188,734.50	
	162	Match Funds (Local Cost Share)		\$0.00	\$0.00	
		Grant Expenditures Not included in totals - Only Match Funds	\$0.00	\$2,147,718.04	\$188,734.50	

Fund:

Department: Long-Term Liabilities

All Funds

Line Item:	Account Name	2024-2025 FY Budgeted	YTD	JANUARY
163	2017 Fire Truck - Final Payment	\$25,535.91	\$8,000.00	\$2,000.00
164	2021 Ford Explorer (Asset ID: 303) - Final Payment	\$11,603.23	\$0.00	\$0.00
165	2020 Case Backhoe (Asset ID:) (Final Payment in 2026)	\$27,938.91	\$0.00	\$0.00
166	2020 Isuzu NRR Garbage Truck	\$57,929.16	\$8,072.00	\$2,018.00
167	2023 International PakMor Garbage Truck	\$24,208.46	\$24,208.46	\$0.00
		\$147,215.67	\$40,280.46	\$4,018.00

Fund:

All Funds Long-Term Liabilities **Department:**

Line Item:	Account Name	2024-2025 FY Budgeted	YTD	JANUARY
168	Revenue Bond CO Series 1998	\$53,985.00	\$0.00	\$0.00
169	Harbor CO Series 2010	\$48,340.00	\$18,000.00	\$4,500.00
170	WWTP CO Series 2021	\$130,063.00	\$500.00	\$500.00
171	Harbor System Revenue CO Series 2022	\$77,150.00	\$0.00	\$0.00
			\$18,500.00	\$5,000.00
		2024-2025 FY		
Line Item:	Account Name	Budgeted	YTD	JANUARY
172	Remaining Funds	\$56,505.50		

2024-2025 FY BUDGET EXPENDITURES

	2024-2025 FY Budgeted Expenditures	2024-2025 FY Actual Expenditures	
Total Expenses:	\$2,491,804.66	\$784,000.36	\$238,789.53
Difference between Revenues & Expenditures:	\$0.00		

CITY OF SEADRIFT

2024-2025 FY BUDGET HOTEL-MOTEL

Fund: Hotel-Motel Tax Funds

Departmen	t:	Revenue			
Line Item:	ID:	Account Name	2024-2025 FY Budgeted	YTD	JANUARY
1		Hotel-Motel Tax Funds	\$75,000.00	\$33,911.69	\$16,982.05
2		Interest Income	\$750.00	\$575.47	\$148.74
3		Donations		\$100.00	
4		Carried Forward Balance to new Fiscal Year		\$0.00	
		Total Hotel Motel Tax Revenue:	\$75,750.00	\$34,487.16	\$17,130.79

Fund: Department	t:	Hotel-Motel Tax Funds Expenditures			
Line Item:	ID:	Account Name	2024-2025 FY Budgeted	YTD	JANUARY
1		Train Depot/Museum/Vistor Center		\$0.00	
2		Civic Center - General M&O	\$2,750.00	\$0.00	
3		Civic Center - Renovations - Floor		\$0.00	
4		Civic Center - Additions - Kitchen in EOC		\$0.00	
5		AD Powers Pavilion M&O		\$0.00	
6		AD Powers Park M&O		\$0.00	
7		AD Powers Bayfront Park - Playground Equipment		\$0.00	
8		Sportsplex	\$7,500.00	\$0.00	
9		City - Christmas Lighting	\$1,000.00	\$0.00	
10		Chamber of Commerce - Shrimpfest Advertisement	\$7,500.00	\$0.00	
11		Historial Preservation - Minute Book	\$7,000.00	\$2,815.00	\$2,815.00
12		Remaining Funds	\$57,000.00	\$0.00	
		Total Hotel Motel Tax Expenditures	\$82,750.00	\$2,815.00	\$2,815.00

- **3. 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, Tracey Johnson
 - b. Public Safety, Paul Gonzales
 - c. Municipal Harbor, Johnny Mikolas
 - d. Streets & Drainage, Alysa Jarvis
 - e. Solid Waste, Alysa Jarvis
 - f. Parks & Recreation, Kenneth Reese
 - g. City Hall Administration, Tracey Johnson

SEADRIFT POLICE DEPARTMENT

Monthly Report: January 2025

CALLS FOR SERVICE/ACTIVITIES:

87 Calls for service this month for SPD,

31 Of which were extra patrol

34 Traffic stops by SPD

13 Reports by SPD

4 Arrests by SPD

63 calls for service for CCSO in Seadrift

- 22 Of which were extra patrols
- 9 EMS calls of which 3 SPD officers responded to.

2 Fire calls of which 0 SPD officers responded to.

NEWS FROM THE CHIEF:

The Police Department along with City Attorney Robert McKnight have been working diligently to finish a new ordinance to assist in beautifying our great city. It is now finally in the final stages and ready. I have been working with several other agencies in our area to get the information gathered to file for a grant and have the radio repeater in Seadrift upgraded. We obtained new radios a few months back to mitigate the dropped radio signal here but there are still signal issues. We currently have a radio repeater standing behind the City Hall that is inoperable. It is analog not digital so when the County went to digital frequencies it rendered our tower inoperable. I say our tower, but the tower belongs to the Fire Department. The Fire Chief and I have had several conversations regarding the matter, and he is 100 % on board with having it upgraded. I recently spoke with the Calhoun County crime stoppers coordinator, and they graciously agreed to allow me to use that resource to assist in solving crimes moving forward.

Thank you,

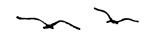
Int. Chief Cheyenne N. Beaver

Citizen Comments. Rules for speakers: Speakers **4**. must sign up using the Comment Form before the City Council meeting. 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. Individuals wishing to speak during Citizen Comments must sign up before the meeting. Comment Forms can be found at Seadrift City Hall, before the meeting in the Council Chambers, or on the City's website at https://seadrifttx.org/minutesand-agendas. Comment forms must be turned in and received by City Staff, before the Call to Order at the Council Meeting.

5. Extension of the Declaration of Local State of Disaster

Take any action to extend the Declaration of Local State of Disaster that was extended by City Council on January 22, 2025. (Declaration will expire on February 12, 2025)





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FEBRUARY 11, 2025 EXTENSION OF THE DECLARATION OF THE LOCAL STATE OF DISASTER DUE TO A PUBLIC HEALTH EMERGENCY

WHEREAS, pursuant to Texas Government Code Section 418.108, Mayor Pro-Tem Tracey Johnson of the City of Seadrift, Texas hereby issued a Declaration of Local State of Disaster due to a Public Health Emergency due to loss of water pressure on January 16, 2025; and

WHEREAS, pursuant to Texas Government Code Section 418.108, Seadrift City Council extended the Declaration of Local State of Disaster on January 22, 2025; and

WHEREAS, the water treatment plant which serves the City of Seadrift, Texas, has been in operation for over 40 years. Over the years, the system has deteriorated, leading to frequent breakdowns and inefficiencies in water treatment processes. Despite our best efforts to maintain the plant, the aging equipment and infrastructure have made it increasingly difficult to ensure the delivery of safe and clean water to our community; and

WHEREAS, As a small City that has a predominately low to moderate-income population, the financial burden of maintaining this aging system has become overwhelming. The costs associated with frequent repairs, emergency fixes, and temporary solutions have strained our budget significantly; and

WHEREAS, The lack of regular maintenance and upgrades has resulted in several issues, including the failure of two water pumps. The City had ordered a replacement for pump #1 back in November 2024, but there is still an eleven-week delivery period as of today. During this time, pump #2 has now also failed. Currently, the City is operating on only one spare jockey pump with very limited capacity;

WHEREAS, the City remains under a Boil Water Notice (BWN) since January 9, 2025, due to low distribution pressure; and

WHEREAS, the Texas Commission on Environmental Quality (TCEQ) did not require the City to issue a citywide notice but was decided on by the Mayor Pro-Tem so that the City can be proactive. The BWN advised residents to boil water before consumption as a precautionary measure until further notice;

WHEREAS, ongoing testing and inspections will be conducted until the public water system returns to the required water pressure pursuant to TCEQ.

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

1. That a local state of disaster was declared for the City of Seadrift, pursuant to Texas Government Code 418.108(a).

- Pursuant to Texas Government Code 418.108(b), the declaration of local disaster may not be continued or renewed for a period of more than seven days except with the consent of the governing body.
- 3. Extension of the Declaration of Local State of Disaster will be from <u>February 11, 2025, to</u> <u>March 11, 2025.</u>
- This Declaration of Local State of Disaster may be extended by the City Council or rescinded by Mayor Pro-Tem Tracey Johnson on or before <u>March 11, 2025.</u>
- 5. Pursuant to Texas Government Code 418.108(c), this declaration of a local state of disaster shall be given promptly and shall be filed promptly with the City Secretary.
- 6. Pursuant to Texas Government Code 418.108(d), this declaration of local disaster activates the city emergency management plan.
- 7. Residents should follow the published Boil Water Notice and should obey directions from police and emergency personnel.
- 8. Residents are to cooperate with officials for the investigation, inspections, and taking of samples to resolve this matter.
- 9. Residents are advised to ascertain the credibility of news, social media, and information sources regarding the water supply situation. The spread of misinformation can create unwarranted public fear and hinder emergency actions. Residents are asked to act responsibly so as not to further spread misinformation.
- 10. Residents are advised to monitor the official updates issued by the City of Seadrift regarding the public water system.
- 11. As acting Mayor, Tracey Johnson further reserves all other authority and power conferred by state law to respond as necessary to the situation which is the subject of this Declaration.

Declaration extended on the 11th day of February 2025, by the Seadrift City Council in the City of Seadrift, Calhoun County, Texas, and shall be in effect until the 11th day of March, 2025, unless extended by City Council or rescinded by the Mayor Pro-Tem.

Tracey Johnson, Mayor Pro-Tem

Kenneth Reese, Alderperson

Alysa Jarvis, Alderperson

Paul Gonzales, Alderperson

Johnny Mikolas, Alderperson

Attest:

Gabriela Torres, City Secretary

6. TDEM HMGP Generator Projects

Discuss and consider awarding by resolution a contract for engineering services pertaining to the application and implementation, if awarded, of the City's 2024 Hazard Mitigation Grant Program (HMGP) projects from the Texas Division of Emergency Management (TDEM) and authorizing the execution of a contract. (Gabriela Torres)



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RESOLUTION

A RESOLUTION OF THE CITY OF SEADRIFT, TEXAS, AUTHORIZING THE AWARD OF A SERVICE

PROVIDER FOR 2024 HAZARD MITIGATION GRANT PROGRAM (HMGP) PROJECTS FUNDED

THROUGH THE TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM).

WHEREAS, the City of Seadrift seeks assistance in the preparation of an application and, if awarded the grant, the subsequent implementation of 2024 Hazard Mitigation Grant Program (HMGP) projects;

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Qualifications (RFQ) process for engineering services has been completed in accordance with Texas HMA requirements;

WHEREAS, the proposals received by the due date have been reviewed to determine the most qualified and responsive providers.

NOW, THEREFORE, BE IT RESOLVED:

Section That Lynn Engineering be selected to provide application and project-related engineering services, if awarded, for 2024 Hazard Mitigation Grant Program (HMGP) projects.
 Section That any and all contracts or commitments made with the above-named services providers are dependent on the successful negotiation of a contract with the service provider.

PASSED AND APPROVED ON FEBRUARY 11, 2025.

APPROVED:

Tracey Johnson, Mayor Pro-Tem

ATTEST:

Gabriela Torres, City Secretary

7. RESTORE 582-22-33342 Bayfront West End Improvements

Discuss and take any action on the method of completing paving for the Bayfront West End.

8. FEMA PA PW 4450 Seawall Restoration Project -

Review/Consider/Approve/Take any action to
approve G&W Engineers Amendment No. 6 that will
extend by one year the existing Engineer Services
Contract related to FEMA projects until October 5,
2025, to assist with FEMA responses.

AMENDMENT 6

THIS AMENDMENT, is entered into effective October 6, 2024, by and between CITY OF SEADRIFT, 201 S Main, Seadrift, Texas 77983, hereinafter called the "City", acting herein by Tracey Johnson, Mayor Pro-Tem, hereunto duly authorized, and G&W Engineers, Inc., 205 W. Live Oak, Port Lavaca, TX, 77979, hereinafter called "Firm", acting herein by Brian P. Novian P.E./President, procured in conformance with Texas Government Code Chapter 2254, Subchapter A, "Professional Services" and 2 C.F.R. 200 regulations.

WITNESSETH THAT:

WHEREAS, City of Seadrift desires to amend an existing Engineer Services Contract commencing on and effective as of October 12, 2017 in conformance with its Request for Qualifications due on October 12, 2017, for Hurricane Harvey Recovery Assessment and Restoration Development.

WHEREAS, City of Seadrift desires to engage Firm to render supplemental services in connection with this solicitation related to FEMA Public Assistance Projects owed by the City.

NOW THEREFORE, the parties do mutually agree to add to the existing contract as follows:

TIME OF PERFORMANCE

The services of the Firm commenced on October 12, 2017, which services were extended through October 5, 2024, are hereby extended to October 5, 2025. In any event, all of the services required and performed hereunder shall be completed no later than the extended date of October 5, 2025.

WHEREAS, Amendment 1 to the Contract set forth Payment Schedules for the various FEMA PA projects.

WHEREAS, Amendment 1 contains a fixed fee amount of \$740,000.00 for A.D. Power Bayfront Park Seawall & 2nd to 3rd Erosion for engineering and design support related to the project construction. This section will remain unchanged.

NOW THEREFORE, the parties do mutually agree to supplement Amendment 1 to the existing contract as follows:

AMENDMENT 1 - PAYMENT SCHEDULE

The parties do mutually agree to supplement the Payment Schedule to add the following section:

A supplemental NTE of \$10,000.00 for A.D. Power Bayfront Park Seawall & 2nd to 3rd Erosion project shall be added, for the Firm's assistance with responses to FEMA post-construction Requests for Information (RFI). The engineer shall be reimbursed based on hourly rates. It is understood and agreed that the Firm will perform under

this Agreement on a best effort, not-to-exceed ceiling price basis and will notify the City if/when the ceiling price will be exceeded.

Other Terms Unchanged. All other terms and conditions of the Agreement shall remain unchanged.

IN WITNESSETH HEREOF, the parties have hereunto set their hands and seals.

CITY OF SEADRIFT

G&W ENGINEERS, Inc.

BY: _____ Tracey Johnson, Mayor Pro-Tem

BY: Brian P. Novian, P.E./President

NOTE: This document has important legal consequences. Please consult with your legal counsel with respect to its completion or modification.

END OF PAGE

9. OOG PSO Grant Application –

Take any action to approve a Resolution authorizing the submission of an application to the Public Safety Office (PSO) for the Seadrift Police Department. (Cheyenne Beaver)

10. Resolution for Support of Advanced Nuclear Technology –

Take any action to adopt a Resolution to support the advancement and funding of advanced nuclear technology by the 89th Legislature of the State of Texas. (Alysa Jarvis)



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Resolution

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEADRIFT, TEXAS, RECOMMENDING SUPPORT FOR THE ADVANCEMENT AND FUNDING OF ADVANCED NUCLEAR TECHNOLOGY BY THE 89th LEGISLATURE OF THE STATE OF TEXAS.

WHEREAS, the Texas Public Utility Commission, on November 18, 2024, published the "Deploying a World Renowned Advanced Nuclear Industry in Texas" report.

WHEREAS, the City Council of the City of Seadrift supports the development and scaling of the advanced nuclear technology industry in Calhoun County and the State of Texas.

WHEREAS, the advanced nuclear technology industry offers significant potential for economic growth, job creation, and energy security through the provision of clean, reliable, and dispatchable energy sources, and

WHEREAS, Calhoun County is uniquely positioned with its strategic location and existing infrastructure to become the site of the first advanced nuclear technology project in the State, and

WHEREAS, the State of Texas has a long-standing tradition of leadership in energy innovation and is committed to fostering a diverse energy portfolio that includes advanced nuclear technologies, and

WHEREAS, collaboration between local, state, and federal entities, as well as private sector stakeholders, is essential to the successful development and implementation of advanced nuclear technologies,

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Seadrift hereby expresses its full support for initiatives aimed at developing and scaling the advanced nuclear technology industry in Calhoun County and the State of Texas, and encourages continued investment, research, and collaboration in this vital sector and recommends that the 89th Legislature of the State of Texas take action to implement the recommendations of the Texas Advanced Nuclear Reactor Working Group.

Passed and approved	by Seadrift City Council during a	Meeting on the	day
of	, 2025.		

Approved:

Tracey Johnson, Mayor Pro-Tem

Attest:

Gabriela Torres, *City Secretary*

11. City Planning Board –

Take any action on the creation/development of a City Planning Board. (Tracey Johnson)

12. Public Works Director Job Description -

Take any action on the proposed job description for Public Works Director.

CITY OF SEADRIFT JOB DESCRIPTION

POSITION: DIRECTOR OF PUBLIC WORKS

SUMMARY OF POSTION:

Responsible for public water storage and distribution system, wastewater collection and treatment system, streets, drainage, storm sewer infrastructure, fleet and building maintenance.

ORGANIZATIONAL RELATIONSHIPS:

This position works directly with various Alderman but is accountable to all the City Council. This position will have frequent contact with other agencies and organizations and the general public. Work is performed under the supervision of the Mayor under guidelines established by the City Council; however, this employee must also exercise considerable independent judgment and technical expertise in order to meet department objectives.

MAJOR DUTIES:

- Plans, organizes and directs all public works operations and maintenance activities including street construction and maintenance, street lighting, drainage, water utilities, wastewater collection system and wastewater treatment plant, and operation, fleet operation and maintenance, and municipal building maintenance.
- Prepares and administers operating budgets for all departments managed. Responsible for planning capital bond issuance, administering and managing capital improvements including water and wastewater facility upgrades and new construction, mainline installation and rehabilitation, street construction and restoration, drainage construction, upgrades and repairs, municipal building upgrades, construction and repairs.
- Administers Emergency Preparedness and Response Plans, Federal Emergency Management Administration, Risk Management, Vulnerability Assessment, and overall security of water and wastewater facilities and enforcement of water conservation and drought contingency plans.
- Reviews plans and specifications for city construction and renovation projects, and new subdivisions, to ensure compliance with city design criteria.
- Performs inspection of job sites to ensure work is satisfactory and safety standards are being maintained.
- Selects personnel and evaluates staff for merit increase, promotion, transfer, disciplinary actions and termination recommendations.
- Attend various City administrative meetings (City Council meetings, internal meetings, and other meetings as needed).
- Prepares and performs verbal and written presentations to City Council and City Staff as required.
- Works closely with other department heads, directors, engineers, developers, and contractors regarding public works activities and projects.
- Perform other duties assigned by City Council and Mayor.
- Must be available for 24-hour emergency call.

CITY OF SEADRIFT – PUBLIC WORKS DIRECTOR JOB DESCRIPTION

KNOWLEDGE AND SKILLS REQUIRED BY THE POSITION:

- Must understand municipal government functions, the laws that govern and the state and federal regulations and reports applicable to public works operations; extensive knowledge of the methods, practices, equipment and materials used in the construction, operation and maintenance of street and water and wastewater facilities; experience and skill in budget preparation, monitoring and control.
- Ability to plan activities for and to direct and motivate a large group of employees. Ability to plan, assign, supervise and review the work of a large staff of subordinates and to provide direction and recommendation on difficult procedural and administrative problems; ability to develop and implement departmental policy and procedure
- Ability to prepare concise and accurate reports and ability to establish and maintain effective working relationships with city officials, other city departments, consultants, contractors and the public. Skill in both verbal and written communications for effective expression of concepts and ideas and clarity in task assignment; ability to conduct verbal or written presentations to all levels of City employees, elected officials and general public; ability to establish and maintain effective communication and working relationships with City administrative personnel, subordinate personnel and outside organizations and agencies.
- Broad knowledge in mathematics to be used in the operation and maintenance of water and wastewater systems.
- Ability to shoot grade and elevations; read blueprints and plans using map scale; use geometric formulas in line installations.
- Ability to design and supervise the construction inspection of complex public works projects.

CONTACTS:

- Contacts are typically with department personnel, other city employees, law enforcement, elected officials, business owners, citizens, and other government agencies.
- Act as the primary point of contact for public works-related issues within the community.
- Respond to inquiries, concerns, and complaints from residents, businesses, and other stakeholders, ensuring timely resolution.
- Supervises Public Works staff, including third-party engineers, field workers, and maintenance personnel.
- Collaborates with other department heads, other directors, the City Council, contractors, and community organizations.
- Interacts with residents and businesses regarding public works issues and concerns.

CITY OF SEADRIFT – PUBLIC WORKS DIRECTOR JOB DESCRIPTION

PHYSICAL DEMANDS AND WORKING CONDITIONS:

- Lifts and carries up to 100 pounds and pulls, pushes or drags up to 100 pounds while supervising or participating in water storage or distribution, wastewater collection or treatment.
- Sits, stands, stoops or twists for extended periods of time while supervising operations in confined spaces such as trenches and excavations pits and high ground water and high elevations such as water tanks and towers; works both indoors and outdoors in extreme temperatures, including heat, cold, temperature swings and inclement weather.
- Some exposure to dust, odor, electrical, mechanical, chemical, noise, toxic and confined space hazards, angry pets, insects, snakes, mosquitoes, poison ivy and oak.
- May be required to work extended hours.

REQUIRED EDUCATION, DEGREES, CERTIFICATES AND / OR LICENSE:

- Bachelor's degree and three years Public Works Administrative experience or High School Diploma (or equivalent) and five years Public Works Administrative experience. Considerable knowledge of municipal government with three years' experience in upper management capacity.
- Minimum Class C License in Water and Class C License in Wastewater, both from the Texas Commission on Environmental Quality (TCEQ).
- Valid Texas Motor Vehicle Operator's License.
- Must live within 45 minutes of response time to a utility emergency.

13. Public Works Laborer Job Description –

Take any action on the proposed job description for Public Works Laborer.

14. Budget Amendments –

Take any action on budget amendments for the 2024-2025 FY Budget. (Paul Gonzales)

15. Notice of Permanent Pay Status –

Approve notice of permanent pay status or termination of probationary employee Cheyenne Beaver. (Paul Gonzales)

16. Interlocal Agreement with Port O'Connor Improvement District –

Take any action on the Interlocal Agreement between the City of Seadrift and the Port O'Connor Improvement District (POCID). (Tracey Johnson)

INTERLOCAL COOPERATION AGREEMENT PERSONNEL AND SERVICES

STATE OF TEXAS

§

COUNTY OF CALHOUN §

THIS CONTRACT AND AGREEMENT, is made and entered into on this <u>17</u> day of <u>December</u>, 202, by and between the following governmental entities acting herein under the authority and pursuant to the terms of the Texas Government Code, Title 7, Chapter 791, known as the "Interlocal Cooperation Act:"

(1) THE CITY OF SEADRIFT, TEXAS (hereafter called "SEADRIFT"), a municipal corporation of Calhoun County, Texas, acting by and through its duly authorized Mayor; and

(2) PORT O'CONNOR IMPROVEMENT DISTRICT (hereafter called "POCID"), a conservation and reclamation district and a political subdivision of the State of Texas, organized as a municipal utility district under the provisions of Article XVI, Section 59, Texas Constitution, and operating under the provisions of Chapters 49 and 54, Texas Water Code, as amended, acting by and through its duly authorized Director.

WHEREAS, SEADRIFT and POCID have identified a continuing need for licensed personnel availability to meet water production, wastewater management and treatment needs, and water distribution and collection system maintenance for each entity; and

WHEREAS, SEADRIFT and POCID desire to mutually provide personnel and services when the need arises; and

WHEREAS, SEADRIFT and POCID are owners of water and waste-water facilities and employ trained and licensed personnel for the operation of those water and waste-water facilities; and

WHEREAS, both entities have authority to enter into contracts providing for the use of trained and licensed personnel inside their respective jurisdictional limits; and

WHEREAS, both entities desire to periodically utilize the other entity's personnel having the appropriate training, expertise and licenses to operate and maintain their water and waste-water facilities for the benefit of their citizens during normal operations and during emergencies; and

WHEREAS, both entities agree to provide each other with trained and licensed personnel and services on written request and when mutually agreeable, if said personnel are available and not needed in their respective city/district at the time for city/district needs and providing such personnel will not cause a disturbance in the operations of the Responding Entity; and

Interlocal Agreement – Personnel and Services City of Seadrift, Texas and Port O'Connor Improvement District

NOW, THEREFORE, for and in consideration of mutual benefits to be derived by each of the entities hereto, said entities agree and covenant as follows:

1. CONDITIONS

SEADRIFT and POCID agree to provide trained and licensed personnel and services on request, if available, and when mutually agreed, subject to the general terms and conditions as hereinafter set forth. It is specifically agreed that:

1.1 In consideration of personnel and services rendered, each entity hereto, hereby agrees that upon the request of either, if personnel are available, when mutually agreed, the Responding Entity will provide trained and licensed personnel and services to the Requesting Entity on routine and/or non-periodic monitoring and maintenance of their water and waste-water facilities.

1.2 Each entity's Key Person or their designate shall be the sole judge of the personnel and quantity to dispatch in response to a request for assistance from the other.

- 1.2.1 In the case of SEADRIFT, the Key Person will be either the Mayor, Council-person over water/wastewater or Public Works Director.
- 1.2.2 In the case of POCID, the Key Person will be the District Manager or his/her designated representative.

1.3 Responding Entity's personnel will assist the Requesting Entity upon arrival at the scene.

1.4 The Requesting Entity may specify the number of personnel needed and the Responding Entity's Key Person shall determine the actual number of personnel to dispatch that will not cause a disruption to the Responding Entity's current operations.

1.5 The personnel dispatched by the Responding Entity shall check-in with the Key Person of the Requesting Entity and render the assistance requested.

1.6 The dispatched personnel shall be released by the Requesting Entity when such assistance and service to the Requesting Entity is no longer needed OR when the dispatched personnel are needed within the jurisdictional area of Responding Entity.

1.7 If it is determined that the health, safety and welfare of the dispatched personnel is endangered by any order of the Requesting Entity or other conditions, the Key Person of the Responding Entity may withdraw the dispatched personnel from the Requesting Entity's area of jurisdiction.

1.8 Both SEADRIFT and POCID shall maintain applicable insurance coverage on its personnel dispatched to Requesting Entity's area of jurisdiction.

Interlocal Agreement – Personnel and Services City of Seadrift, Texas and Port O'Connor Improvement District

1.9 By entering into this Agreement, neither party waives sovereign immunity defenses or any other limitation of liability. No provision of this Agreement is intended to modify or waive any provision of the Texas Tort Claims Act as amended.

2. INDEMNITY CLAIMS

2.1 Any civil liability occurring with the Requesting Entity relating to the Responding Entity's personnel assisting the Requesting Entity hereunder is the responsibility of the Requesting Entity.

2.2 The Requesting Entity agrees to indemnify and hold the Responding Entity harmless for any damages or injuries to persons or property, including attorneys' fees, which occur as a result of or in the course of the negligence of Requesting Entity personnel performing services in connection with any activity initiated by the Requesting Entity.

2.3 All claims for workers compensation benefits arising out of this Agreement shall be the sole responsibility of the entity who is the general employer of the personnel filing such claim.

2.4 At no time shall the personnel of the Responding Entity be considered to be employees or agents of the Requesting Entity under this Agreement in any manner whatsoever. The personnel of the Responding Entity will not hold himself/herself out as nor claim to be an officer or employer of the Requesting Entity.

2.5 Each entity will provide transportation to and from the Requesting Entity's area of jurisdiction.

2.6 Upon arrival at the Requesting Entity's location, the Requesting Entity shall provide all transportation within its own jurisdiction and any tools, equipment, machinery and any other related items that are needed by the Responding Entity's personnel to function in the requested role.

2.7 If the Responding Entity has to provide any tools, equipment, machinery, and any other related items that are needed by Responding Entity's personnel to function in the requested role, the Responding Entity is entitled to compensation for the use of said tools, equipment, machinery and any other related item; if the Responding Entity provides any parts, pipe, or other inventory, the Responding Entity is entitled to be reimbursed at the rate of cost plus a 17% administrative mark-up.

3. REIMBURSEMENT

The entities agree the reimbursement outlined herein fairly compensates the performing party for the services performed. The Responding Entity will invoice the Requesting Entity and the Requesting Entity will be responsible for reimbursing the Responding Entity for the following:

3.1 Round-trip mileage between the Requesting and Responding Entities' jurisdictions at the prevailing IRS mileage rates along with straight-time pay for travel time.

Interlocal Agreement – Personnel and Services City of Seadrift, Texas and Port O'Connor Improvement District

3.2 Straight-time pay for labor of personnel dispatched and work completed during times of normal work hours from the time they arrive at the Requesting Entity's jurisdiction until they depart.

- 3.2.1 If personnel are dispatched during normal work hours, but completion of work is beyond normal work hours, the hours beyond normal work hours will be paid at time-and-a-half pay rate.
- 3.2.2 If providing personnel to assist the Requesting Entity results in the necessity of overtime pay in the course of providing services within the Requesting Entity's jurisdiction for the successful ongoing and uninterrupted operations of the Responding Entity, said over time compensation will be the responsibility of the Requesting Entity at the time-and-a-half pay rate of the Responding Entity's personnel.

3.3 Time-and-a-half pay for labor of personnel outside normal work hours includes time worked nights, weekends and/or holidays.

3.4 Extenuating circumstances may apply from time to time and will be worked out by mutual agreement between each entity's Key Persons.

3.5 The pay rates will be the hourly employee salary that the employee is then receiving from his/her employer, plus the applicable benefits cost of the personnel utilized. The current hourly rates of employees that will be utilized to fulfill the terms of this Agreement are attached hereto as **Exhibit A**. This exhibit may be amended and replaced from time to time when a change in personnel or compensation occurs. Upon such a change being made, the new Exhibit A will be provided to SEADRIFT.

3.6 Each entity agrees that payment for the performance of governmental services under this Agreement must be made from current revenues available to the paying entity pursuant to Texas Gov't Code § 791.011(d)(3).

3.7 Within thirty (30) days of receipt of an itemized bill, the owing entity shall remit payment to the billing entity. If said payment is not remitted within thirty (30) days, then the billing party may terminate this Agreement.

4. TERM

4.1 This Agreement shall become effective on the _____ day of ______, 20___ and shall automatically be renewed for a one-year period, conditioned upon appropriations being made therefore. Any party hereto may give notice of nonrenewal of this Agreement by providing notice to the other party withing sixty (60) days of the annual renewal date.

5. GOVERNING LAW AND VENUE

5.1 Each entity agrees that the laws of the State of Texas govern this Agreement and venue shall be in accordance with the Texas Rules of Civil procedure.

Interlocal Agreement - Personnel and Services

City of Seadrift, Texas and Port O'Connor Improvement District

6. **DISPUTE RESOLUTION**

6.1 SEADRIFT and POCID agree that all disputes or disagreement arising under this Agreement that are not resolved at the staff level by the parties in conjunction with assistance from the City Council and the Port O'Connor Improvement District Board of Directors who shall meet jointly to attempt to resolve such dispute, within thirty (30) days each party shall appoint a representative who together shall, within fifteen (15) days, meet and agree to the appointment of an arbitrator who shall proceed to arbitrate the dispute. Such arbitrator's decision shall be binding and final.

7. SEVERABILITY

7.1 If any provision of this Agreement be, for any reason, held to be invalid or unenforceable, the invalidity or unenforceability of such shall not affect the remainder of this Agreement.

8. NOTICE OF TERMINATION

8.1 The entities hereto may terminate their interest under the Agreement without recourse or liability for breach or damages upon sixty (60) days written notice of their intent to terminate to the other party.

9. ENTIRE AGREEMENT

9.1 This Agreement shall take the place of and supersede any previous agreements; it shall only be amended in writing and signed by all parties hereto.

9.2 This Agreement contains the entire understanding between the entities.

9.3 This Agreement shall be effective as to each entity when the legislative body of each entity has approved execution hereof.

THE CITY OF SEADRIFT, TEXAS

This Agreement has on this the ____ day of _____, 20___ been executed on behalf of The City of Seadrift, Texas by ______, Mayor, pursuant to a unanimous vote of the City Council authorizing its execution and passed at its Regular Council Meeting on the ____ day of _____, 20__.

ATTEST:

, City Secretary

, Mayor

Interlocal Agreement - Personnel and Services

City of Seadrift, Texas and Port O'Connor Improvement District

PORT O'CONNOR IMPROVEMENT DISTRICT

This Agreement has on this the 17 day of December, 2024 been executed on behalf of the Port O'Connor Improvement District by Danny McGuire, President, pursuant to an order of the Board of Directors authorizing its execution and passed at its Board meeting on the 17 day of December, 2024, the effective date.

ATTEST:

Nathan O'Neill, Secretary

Danny McGuire, President

EXHIBIT A

EMPLOYEE	HOURLY RATE		
Daniel Castillo	\$26.37		
Daylon Kennemer	\$37.66		
Oscar Pena	\$65.27		
Mike Raby	\$43.02		
Misty Richter	\$44.29		
Kevin Sprague	\$33.28		
Carlos Sanchez	\$25.27		

17. Replat Request for Block 27, Lots 7 & 8 – Take any action to approve or deny a preliminary replat of Block 27, Lots 7 & 8. (RP Hathcock)

18. Water and Sewer Installation for Block 171, Lot 3 Take any action on a cost estimate for water and sewer line installation for Block 171, Lot 3. (Alysa Jarvis)



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COST ESTIMATE



Lester Contracting Inc.

P.O. Box 986	
Port Lavaca, TX	77979
Contact:	Randy Morris
Phone:	361 552 3024
Fax:	361 552 4049

Quote To:

Phone: Fax: City of Seadrift 12/12/2024 Job Name: Date of Plans: Revision Date: Water and Sewer Block 171 N/A

ITEM	DESCRIPTION	QUANTITY	UNIT	AMOUNT
	1 Mobilization	1.00	LS	
	Mobilization Subtotal			\$3,600
	2 Install 6x6 Cut in Tee	1.00	EA	
	3 Install 6" Gate Valve	1.00	EA	
	4 Install 6" C900	300.00	LF	
	5 Install End of Line 2" Blowoff Assembly	1.00	EA	
	Water Subtotal			\$26,300
	6 Install 12" x 6" Sewer Connection	1.00	EA	
	7 Install 6" 45 Bend	1.00	EA	
	8 Install 6" SDR 26	300.00	LF	
	9 Install Inline Cleanout on Service Main	4.00	EA	
	Sewer Subtotal			\$26,000

<u>NOTES:</u>

City of Seadrift to be able to shut down water in order to install the cut in tee.

Taps/service lines for individual services are not included - installation of main service lines only

Pricing based on sewer main to be approximately 4-5 FT deep.

The option to install a wye stub out for future connnections will be \$550 each.

All items not specifically listed in the bid sheet are excluded

Page 1 of 1

COST ESTIMATE



Lester Contracting Inc.

P.O. Box 986	
Port Lavaca, TX 77	979
Contact:	Randy Morris
Phone:	361 552 3024
Fax:	361 552 4049

Quote To:

City of Seadrift 12/13/2024

Job Name: Date of Plans: Revision Date: Water and Sewer to lot 3 BLock 171 N/A

Phone: Fax:

ITEM	DESCRIPTION	QUANTITY	UNIT	AMOUN
1	Mobilization	1.00	LS	
2	Install 6x6 Cut in Tee	1.00	EA	
3	Install 6" Gate Valve	1.00	EA	
4	Install 6" C900	150.00	LF	
5	Install End of Line 2" Blowoff Assembly	1.00	EA	
6	Install 12" x 6" Sewer Connection	1.00	EA	
7	Install 6" 45 Bend	1.00	EA	
8	Install 6" SDR 26	150.00	LF	
9	Install Inline Cleanout on Service Main	2.00	EA	

GRAND TOTAL

NOTES:

City of Seadrift to be able to shut down water in order to install the cut in tee.

Taps/service lines for individual services are not included - installation of main service lines only

Pricing based on sewer main to be approximately 4-5 FT deep.

The option to install a wye stub out for future connnections will be \$550 each.

All items not specifically listed in the bid sheet are excluded

Page 1 of 1

19. Water and Sewer Estimate for Block 203, Lot 2 – Take any action on providing a price quote for water and sewer taps for Block 203, Lot 2. (Waymond Williams)

20. Junk Ordinance Draft –

Take any action on a draft ordinance for Junk. (Paul Gonzales)

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF SEADRIFT CONCERNING ABANDONED MOTOR VEHICLES AND JUNKED VEHICLES, AND PROVIDING FOR THE ABATMENT OF SAME, INCLUDING DEFINITIONS, PROCEDURES, AND AN EFFECTIVE DATE.

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

SECTION 1: Scope and Purpose

- 1.1 This Ordinance is adopted pursuant to Local Government Code § 217.002 and Texas Transportation Code §§ 683.001-.078, as an exercise of the City's police powers to protect the health, safety, and welfare of its citizens and the public at large.
- 1.2 This Ordinance does not affect any law authorizing the immediate removal of a vehicle left on public property that is an obstruction to traffic.

SECTION 2: Definitions

In this Ordinance:

- 2.1 "Garagekeeper" means an owner or operator of a storage facility.
- 2.2 "Law enforcement agency" means:
 - 2.2.1 the Department of Public Safety;
 - 2.2.2 the police department of a municipality, including the Seadrift Police Department ("SPD");
 - 2.2.3 the police department of an institution of higher education; or
 - 2.2.4 a sheriff or a constable.
- 2.3 "Motor vehicle" means a vehicle that is subject to registration under Texas Transportation Code Chapter 501.
- 2.4 "Motor vehicle demolisher" means a person in the business of:
 - 2.4.1 converting motor vehicles into processed scrap or scrap metal; or
 - 2.4.2 wrecking or dismantling motor vehicles.
- 2.5 "Outboard motor" means an outboard motor subject to registration under Texas Parks and Wildlife Code Chapter 31.

Page 1 of 5

- 2.6 "Storage facility" includes a garage, parking lot, or establishment for the servicing, repairing, or parking of motor vehicles.
- 2.7 "Watercraft" means a vessel subject to registration under Texas Parks and Wildlife Code Chapter 31.
- 2.8 "Abandoned motor vehicle" means a "motor vehicle" that:
 - 2.8.1 is inoperable, is more than five years old, and has been left unattended on public property for more than 48 hours;
 - 2.8.2 has remained illegally on public property for more than 48 hours;
 - 2.8.3 has remained on private property without the consent of the owner or person in charge of the property for more than 48 hours;
 - 2.8.4 has been left unattended on the right-of-way of a designated county, state, or federal highway for more than 48 hours;
 - 2.8.5 is considered abandoned under Texas Transportation Code § 644.153(r) concerning impounded commercial motor vehicles left at a vehicle storage facility and for which the delinquent administrative penalty and costs remain unpaid on the 11th day after impoundment; or
 - 2.8.6 is considered abandoned under Texas Transportation Code § 683.031 concerning motor vehicles left in a garagekeeper's commercial storage facility.
- 2.9 "Vehicle storage facility" means a vehicle storage facility, as defined by Texas Occupations Code § 2303.002, that is operated by a person who holds a license issued under Chapter 2303 of that code to operate that vehicle storage facility.
- 2.10 "Aircraft" has the meaning assigned by Texas Transportation Code § 24.001.
- 2.11 "Junked vehicle" means a vehicle (including a motor vehicle, aircraft, or watercraft) that:
 - 2.11.1 is self-propelled;
 - 2.11.2 and that
 - 2.11.2.1 in the case of a motor vehicle, either displays an expired license plate or does not display a license plate
 - 2.11.2.2 in the case of an aircraft, does not have lawfully printed on the aircraft an unexpired federal aircraft identification number registered under Federal Aviation Administration aircraft registration regulations in 14 C.F.R. Part 47;
 - 2.11.2.3 in the case of a watercraft, does not have lawfully on board an unexpired certificate of number and is not a watercraft described by Parks and Wildlife Code § 31.055;

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- 2.11.3 and that is:
 - 2.11.3.1 wrecked, dismantled or partially dismantled, or discarded; or
 - 2.11.3.2 inoperable and has remained inoperable for more than:
 - 2.11.3.2.1 72 consecutive hours, if the vehicle is on public property;
 - 2.11.3.2.2 30 consecutive days, if the vehicle is on private property
- 2.11.4 provided that a "junked vehicle" *does not include* any vehicle or vehicle part described in Texas Transportation Code § 683.077.

SECTION 3: Seizure and Auction of Abandoned Motor Vehicles

- 3.1 The SPD may take into custody an abandoned motor vehicle, aircraft, watercraft, or outboard motor found on public or private property.
- 3.2 Not later than 10 days after the SPD takes an abandoned item into custody, or receives a garagekeeper's notice of abandonment pursuant to Texas Transportation Code § 683.031(c), the SPD shall send notice of the abandonment as required by Texas Transportation Code § 683.012. The notice shall state that the owner or lienholder has the right to claim the item by payment, not later than the 20th day after the date of notice, of the towing, preservation, and storage charges (or, as may be applicable, the charges due in connection with impoundment under Texas Transportation Code § 644.153, or the charges due in connection with leaving an item at a garagekeeper's commercial storage facility).
- 3.3 If an abandoned motor vehicle, aircraft, watercraft, or outboard motor is not claimed under § 3.2, the owner and lienholder waive all rights and interests in the item, and are deemed to have consented to the public auction or transfer of the item, as provided by Texas Transportation Code §§ 683.014-.015 and/or § 683.016.

SECTION 4: Junked Vehicles

- 4.1 A junked vehicle or any part thereof that is visible at any time of the year from a public place or public right-of-way is a public nuisance. A person commits an offense if the person maintains a public nuisance described by this section.
- 4.2 Upon receipt of an allegation about the occurrence of such a nuisance, the City may authorize any of its regularly salaried full-time employees to enter private property to examine the alleged nuisance and/or to obtain information to identify it.
- 4.3 In order to proceed further, the City Secretary shall provide notice of the alleged nuisance to the recipients designated in Texas Transportation Code § 683.075 and by the means therein set forth. The notice must state that the nuisance must be abated and

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removed not later than the 10th day after the date on which the notice was personally delivered or mailed, and that any request for a hearing must be made in writing to the City Secretary before that 10-day period expires.

- 4.3.1 If the notice recipient timely abates and removes the nuisance, the City will take no further action.
- 4.3.2 If the notice recipient timely requests a hearing, then an officer or officers of the SPD shall cause to be prepared, filed in Seadrift Municipal Court, and served upon the notice recipient a written complaint charging that the notice recipient has violated this Ordinance. A trial on the complaint shall not be held earlier than the 11th day after the date of service of the notice or the filing of the complaint. The City shall take no action with respect to the alleged nuisance until the Court rules on the complaint.
- 4.3.3 If the notice recipient does not timely request a hearing and does not timely abate and remove the nuisance, the City Secretary may authorize any person to abate and remove it, and/or an officer or officers of the SPD may file in Seadrift Municipal Court a written complaint charging that the notice recipient has violated this Ordinance
- 4.4 An offense described by § 4.1 is a misdemeanor that is punishable by a fine not to exceed \$200.00 and an order to abate and remove the nuisance.
- 4.5 If the Municipal Court orders abatement and removal of the nuisance, the order:
 - 4.5.1 must comply with Texas Transportation Code § 683.076(d); and
 - 4.5.2 must prohibit a junked vehicle from being reconstructed or made operable after removal.
- 4.6 A person ordered to abate and remove a junked vehicle must do so within the deadline set by the Municipal Court. If the person fails to do so, the City Secretary may authorize any person to abate and remove the nuisance.
- 4.7 Not later than the fifth day after abatement and removal, the City Secretary shall give notice of same to the Department of Motor Vehicles, which notice shall include an identification of the vehicle or part(s) thereof so that the Department may (in compliance with Texas Transportation Code § 683.074(f)) immediately cancel the certificate of title issued for the vehicle.

SECTION 5: Validity

If for any reason any section, paragraph, subdivision, clause, phrase, word, or provision of this ordinance shall be held invalid or unconstitutional by final judgement of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word, or provision of this ordinance as it is the definite intent of this City Council that every section, paragraph, subdivision, clause, phrase, word, or provision hereof be given full

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force and effect for its purpose.

SECTION 6: Conflicts

Any previously enacted ordinance(s) found to be in conflict herewith are expressly repealed only to the extent that such conflict exists.

SECTION 7: Effective Date

This ordinance shall take effect immediately upon being passed and approved.

PASSED and APPROVED this _____ day of ______, 2025.

Tracey Johnson, Mayor Pro Tem

ATTEST:

Gabriela Torres City Secretary

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21. Animal Control –

Take any action to temporarily suspend the Animal Control charge on utility bills. (Tracey Johnson)

22. Rental for Lift –

Take any action to approve a rental for a lift for tree trimming. (Tracey Johnson)



BRANCH P59 824 STATE HIGHWAY 35 S PORT LAVACA TX 77979-2416 361-552-2887 361-552-7210 FAX



RENTAL QUOTE

243271874

Quote Date :	5600399 01/13/25 01/20/25 09:00 AM
Estimated In :	02/03/25 12:00 PM
UR Job Loc :	501 S MAIN ST, SEADR
UR Job # :	6
Customer Job ID:	
P.O. # :	TBD
Ordered By :	TRACEY JOHNSON
	RICHARD SALONIUS
Salesperson :	RICHARD SALONIUS

This is not an invoice Please do not pay from this document

RENTAL ITEMS: 4 Week Estimated Amt <u>Oty Equipment</u> Description Minimum Day Week SCISSOR LIFT 36-49' IC 4WD 465.00 1,999.00 1 3004051 465.00 930.00 1,999.00 Rental Subtotal: 1,999.00 SALES/MISCELLANEOUS ITEMS: <u>Qty</u> Item Price <u>Unit of Measure</u> <u>Extended Amt.</u> 1 TX UNIT PROPERTY TAX [DRSURTX/MCI] 3.570 EACH 3.57 1 ENVIRONMENTAL SERVICE CHARGE [ENV/MCI] 39.980 EACH 39.98 DELIVERY CHARGE 506.820 EACH 506.82 1 1 PICKUP CHARGE 206.820 EACH 206.82 Sales/Misc Subtotal: 757.19 Agreement Subtotal: 2,756.19 227.09 Tax: Estimated Total: 2,983.28

COMMENTS/NOTES:

CONTACT: TRACEY JOHNSON CELL#: 361-746-8488 CALL TRACEY FOR DROP OFF LOCATION 361-746-8488

TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687) WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION # IN ORDER TO CLOSE THIS CONTRACT

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUE

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Job Site

SEADRIFT UTILITIES 501 S MAIN ST SEADRIFT TX 77983-3831

Office: 361-785-2251 **Job:** 361-785-2251

CITY OF SEADRIFT PO BOX 159 SEADRIFT TX 77983



SEADRIFT UTILITIES

CITY OF SEADRIFT

SEADRIFT TX 77983

PO BOX 159

SEADRIFT TX 77983-3831

Office: 361-785-2251 Job: 361-785-2251

BRANCH P59 824 STATE HIGHWAY 35 S PORT LAVACA TX 77979-2416 361-552-2887 361-552-7210 FAX

501 S MAIN ST

site

dot



RENTAL QUOTE

243272102

Quote Date : Estimated Out : Estimated In :	
	TBD
Ordered By :	TRACEY JOHNSON
Written By :	RICHARD SALONIUS
Salesperson :	RICHARD SALONIUS

This is not an invoice Please do not pay from this document

RENTAL ITEMS: Minimum 4 Week Estimated Amt <u>Qty Equipment</u> Description Day Week 1 3105024 BOOM 46-50' TOWABLE ELECTRIC 485.00 1,242.00 3,103.00 2,847.75 Rental Subtotal: 2,847.75 Agreement Subtotal: 2,847.75 Tax: 234.94 3,082.69 Estimated Total:

COMMENTS/NOTES:

CONTACT: TRACEY JOHNSON CELL#: 361-746-8488

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUE

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BRANCH P59 824 STATE HIGHWAY 35 S PORT LAVACA TX 77979-2416 361-552-2887 361-552-7210 FAX



RENTAL QUOTE

243271304

Quote Date	
Estimated Out	: 01/20/25 09:00 AM
	: 02/03/25 12:00 PM
UR Job Loc	: 501 S MAIN ST, SEADR
UR Job #	: 6
Customer Job ID	:
P.O. #	: TBD
Ordered By	: TRACEY JOHNSON
	: RICHARD SALONIUS
Salesperson	: RICHARD SALONIUS

This is not an invoice Please do not pay from this document

RENTAL ITEMS: <u>Oty Equipment</u> Description Minimum Day Week <u>4 Week Estimated Amt</u> BOOM 40-50' ARTICULATING 2,633.00 1 3104001 475.00 1.149.00 2,633.00 YOU HAVE RENTED A MOBILE ELEVATING WORK PLATFORM (MEWP). SOME OF OUR MEWPS HAVE BEEN EQUIPPED WITH ACCESSORIES THAT MAY REDUCE THE RISK OF ENTRAPMENT HAZARDS AND CRUSHING INJURIES. OTHERS CAN HAVE THESE ACCESSORIES ADDED. FEEL FREE TO DISCUSS THESE ACCESSORIES WITH YOUR LOCAL BRANCH AND EXPLORE WHETHER YOU WOULD LIKE TO RENT A UNIT EQUIPPED WITH THIS TECHNOLOGY FOR YOUR PARTICULAR PROJECT FOR FURTHER INFORMATION ON MEWP SAFETY, PLEASE WATCH THE FOLLOWING VIDEO: HTTP://UNITEDRENTALS.COM/MEWPS-SAFETY Rental Subtotal: 2,633.00 SALES/MISCELLANEOUS ITEMS: <u>Unit of Measure</u> <u>Extended Amt.</u> Qty Item Price TX UNIT PROPERTY TAX [DRSURTX/MCI] 4.703 4.70 EACH 1 ENVIRONMENTAL SERVICE CHARGE [ENV/MCI] 52.660 EACH 52.66 1 1 DELIVERY CHARGE 206.820 EACH 206.82 1 PICKUP CHARGE 206.820 EACH 206.82 Sales/Misc Subtotal: 471.00 Agreement Subtotal: 3.104.00 Tax: 255.68 3,359.68 Estimated Total: COMMENTS/NOTES: CONTACT: TRACEY JOHNSON CELL#: 361-746-8488 CALL TRACEY FOR DROP OFF LOCATION 361-746-8488 TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687) WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION # IN ORDER TO CLOSE THIS CONTRACT This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQU

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site дор

SEADRIFT UTILITIES 501 S MAIN ST SEADRIFT TX 77983-3831

Office: 361-785-2251 Job: 361-785-2251

CITY OF SEADRIFT PO BOX 159 SEADRIFT TX 77983



SEADRIFT UTILITIES

CITY OF SEADRIFT

SEADRIFT TX 77983

PO BOX 159

SEADRIFT TX 77983-3831

Office: 361-785-2251 Job: 361-785-2251

BRANCH P59 824 STATE HIGHWAY 35 S PORT LAVACA TX 77979-2416 361-552-2887 361-552-7210 FAX

501 S MAIN ST

site

дор



RENTAL QUOTE

243269395

Customer # Quote Date	: 5600399 : 01/13/25
Estimated Out	: 01/20/25 09:00 AM
Estimated In	: 02/03/25 12:00 PM
UR Job Loc	: 501 S MAIN ST, SEADR
UR Job #	: 6
Customer Job ID	:
P.O. #	: TBD
Ordered By	: TRACEY JOHNSON
Written By	: RICHARD SALONIUS
Salesperson	: RICHARD SALONIUS

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RENTAL ITEMS: <u>Oty Equipment</u> Description Minimum Day Week <u>4 Week Estimated Amt</u> 3,242.00 1 3106001 BOOM 60-64' ARTICULATING 577.00 1,291,00 3,014.75 YOU HAVE RENTED A MOBILE ELEVATING WORK PLATFORM (MEWP). SOME OF OUR MEWPS HAVE BEEN EQUIPPED WITH ACCESSORIES THAT MAY REDUCE THE RISK OF ENTRAPMENT HAZARDS AND CRUSHING INJURIES. OTHERS CAN HAVE THESE ACCESSORIES ADDED. FEEL FREE TO DISCUSS THESE ACCESSORIES WITH YOUR LOCAL BRANCH AND EXPLORE WHETHER YOU WOULD LIKE TO RENT A UNIT EQUIPPED WITH THIS TECHNOLOGY FOR YOUR PARTICULAR PROJECT FOR FURTHER INFORMATION ON MEWP SAFETY, PLEASE WATCH THE FOLLOWING VIDEO: HTTP://UNITEDRENTALS.COM/MEWPS-SAFETY Rental Subtotal: 3,014.75 SALES/MISCELLANEOUS ITEMS: <u>Unit of Measure</u> <u>Extended Amt.</u> Qty Item Price TX UNIT PROPERTY TAX [DRSURTX/MCI] 5.384 5.38 EACH 1 ENVIRONMENTAL SERVICE CHARGE [ENV/MCI] 60.290 EACH 60.29 1 1 DELIVERY CHARGE 206.820 EACH 206.82 1 PICKUP CHARGE 206.820 EACH 206.82 Sales/Misc Subtotal: 479.31 Agreement Subtotal: 3.494.06 Tax: 287.81 3,781.87 Estimated Total: COMMENTS/NOTES: CONTACT: TRACEY JOHNSON CELL#: 361-746-8488 CALL TRACEY FOR DROP OFF LOCATION IN SEADRIFT 361-746-8488 TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687) WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION # IN ORDER TO CLOSE THIS CONTRACT This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

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BRANCH P59 824 STATE HIGHWAY 35 S PORT LAVACA TX 77979-2416 361-552-2887 361-552-7210 FAX



RENTAL QUOTE

243270139

Quote Date : Estimated Out : Estimated In :	5600399 01/13/25 01/20/25 09:00 AM 02/03/25 12:00 PM 501 S MAIN ST, SEADR
Customer Job ID:	
P.O. # :	TBD
Ordered By :	TRACEY JOHNSON
Written By :	RICHARD SALONIUS
Salesperson :	RICHARD SALONIUS

This is not an invoice Please do not pay from this document

RENTAL ITEMS: Oty Equipment Description	Minimum	Day	Week	4 Week	Estimated Amt.
1 3005060 SCISSOR LIFT 60-70' IC 4WD		761.00	1,563.00	3,599.00	
			Rental S	Subtotal:	3,599.00
SALES/MISCELLANEOUS ITEMS: OtyItem	<u>F</u>	Price	Unit_of	Measure	Extended Amt.
1 TX UNIT PROPERTY TAX	[DRSURTX/MCI]	6.428	EACH		6.43
1 ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI]	71.980	EACH		71.98
1 DELIVERY CHARGE		506.820	EACH		506.82
1 PICKUP CHARGE		206.820	EACH		206.82
			Sales/Misc S	Subtotal:	792.05
			Agreement S	Subtotal: Tax:	4,391.05 361.73
			Estimate	ed Total:	4,752.78
COMMENTS/NOTES:					
CONTACT: TRACEY JOHNSON					

CONTACT: TRACEY JOHNSON CELL#: 361-746-8488 CALL TRACEY FOR DROP OFF LOCATION TRACEY 361-746-8488

TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687) WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION # IN ORDER TO CLOSE THIS CONTRACT

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUE

Job Site

SEADRIFT UTILITIES 501 S MAIN ST SEADRIFT TX 77983-3831

Office: 361-785-2251 **Job:** 361-785-2251

CITY OF SEADRIFT PO BOX 159 SEADRIFT TX 77983

23. Maintenance Contracts with Loftin –

Take any action to approve a maintenance contract with Loftin for the City's generators. (Paul Gonzales)

QUOTE

(800) 437-4376



Quote Number: Quote Date: Q-00850 12/12/2024

Job Site Name: WATER PLANT Address: 103 Dallas Avenue Seadrift TX 77983 Contact: PAUL GONZALES Phone: 3616487972

Customer

Name: Billing Address: City of Seadrift PO Box 159 Seadrift TX 77983

Make	Model	KW	Serial Number	Spec Number
Kohler	300REOZD	300	0759352	

Engine Information		
Make	Model	Serial Number
Detroit Diesel	60 series	06R0729146

Maintenance Plan Services			
Product	Net Price	QTY	Amount
Full Service + 2 hour Load Bank: A visit	\$1,865.28	1	\$1,865.28
every 1 Years			
		Visit Total	\$1,865.28

Optional Products/Services			
Product	Net Price	QTY	Amount
		Optional Total	0

Total of All Charges	\$1,865.28

Prices are based on all services being completed between 8:00am and 5:00pm Monday - Friday. Except as otherwise noted, and assumes access for our service vehicle within 50 feet of generator on same level.

Services to be performed are as described on page 2 of this agreement. This agreement is not subject to alteration except as mutually agreed in writing. The base term of this agreement is one (1) year, unless otherwise specified. This agreement may be terminated at any time by either party upon **30 days** written notice, or other notice as required by law addressed to last known address of the other party. No Claim for damages as a result of such termination shall arise against either party. The servicing agent may withdraw this proposal if not accepted within **30 days** from the date of presentation.

Air filters are installed on an "as needed" basis with additional cost to customer. Execution of contract is based on establishment of a credit account with Loftin Equipment Co. Payment by credit card or check at the time of service is acceptable. Load Bank testing must be scheduled and done with scheduled PM maintenance. Additional Cost will result if scheduled separately.

Signature:

Customer Name:

\fullname1 {"size":"medium"}\

Loftin Equipment Company * 602-272-9466 www.loftinequip.com ar@loftinequip.com

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LOFTIN **F**

Quarterly Inspection – Scope of Work

Generator Inspection:

Generator Exterior Inspection Look for Damage, Rust, and Deficiencies Clean and Wipe Exterior of Cabinet

Engine Lube System Inspection: Oil Level Condition Check Condition of Hoses

Engine Coolant System Inspection:

Coolant Level Check Coolant Boiling Point in *F **Overall Condition of Coolant System Block Heater Operation**

Diesel Engine Fuel System Inspection:

Inspection of Diesel Engine Fuel System and Components Inspect Flexible Hoses and Fuel Lines Look for Damage, Rust, and Deficiencies

Engine Air System Inspection:

Inspection of Engine Air System Inspection of Air Element

Engine Electrical System Inspection:

Condition of Batteries Starter Volt Drop in VDC Clean and Service Battery Posts/Terminals Identify Condition of Engine Alternator

Engine Exhaust System Inspection:

Inspection of Engine Exhaust System Inspection of Clamps and Connections

Engine Protection System Inspection:

ECM Controller - Test Low Oil Pressure - Test Over crank – Test Emergency Stop - Test Test Generator without Load - Test Inspect Condition of Instruments

AC Voltage Meter Readings:

A-B, A-C, A-N, B-C, B-N, C-N

Generator Interior Inspection Look for Damage, Rust, and Deficiencies Clean and Wipe Interior of Enclosure

Check for Leaks **Engine Lube System Recommendations**

Coolant Freeze Point in *F Condition of Radiator **Radiator Cap Condition Coolant System Recommendations**

Inspect Turbo Boot Intake System

Battery Static Charge in VDC Battery Age Check Electrolyte Level (if applicable) **Engine Electrical System Recommendations**

Inspect for Damage, Rust, Corrosion, Leaks, Wet Stacking

Overspeed - Test High Engine Temperature - Test Overspeed - Test Emergency Shutdown Mechanism - Test Test Generator without Load - Recommendations

Annual Full Service – Scope of Work (Includes all Quarterly Inspections/Tests)

Drain and Replace Oil **Remove and Replace Oil Filters Remove and Replace Fuel Filters**

> Loftin Equipment Company * 602-272-9466 www.loftinequip.com ar@loftinequip.com



Optional Services – Load Bank Testing and Fluid Sampling – Scope of Work

Load Bank Testing:

Breaker Panel will be Removed.
Output Breaker Load Leads will be Removed, Secured, and Isolated.
Load Bank Cable will be Landed on the Output Breaker Load Lugs and Torqued to Specifications.
Generator Controller will be Placed in "Run" and Monitored for Leaks or Issues.
Load Test will Start while Taking Unit Readings Every Fifteen (15) Minutes.
Generator Controller Placed will be Placed in "Off".
Test Equipment will be Removed and Secured for Transportation.
Output Breaker Load Cables will be Installed on the Lugs and Torqued to Specifications.
Breaker Panel will be Installed and Secured.
Generator Area will be Cleaned and Cleared for Operation.
Generator Controller will be Placed in "Auto".

Fluid Sample with Analysis:

Generator Controller will be Placed in "Off". Sample Pump will be Inspected and Cleaned if Necessary. A New Section of Sampling Tubing will be Used for Every Sample.

- Oil Sample will be Taken from the Crankcase via the Dipstick Tube.
- Coolant Sample will be Taken from the Top Tank of the Radiator.
- Fuel Sample will be Taken Near the Pickup Tube in the Fuel Tank.

Sample Analysis Form will be Completed for the Laboratory. Generator Area will be Cleaned and Cleared for Operation. Generator Controller will be Placed in "Auto". Fluid Sample will be Sent to Laboratory for Analysis. Results will be Provided to Customer via Email or Through Customer Portal.

Service Charges – Notice

- No Services or Materials are Contained in this Contract unless Specifically Referred herein.
- Replacement Parts will be Billed at Prices Prevailing at Time of Use.
- It is Agreed the Loftin Equipment Company, Inc., will Supply Labor and Test Equipment to Preform the Above Indicated Planned Maintenance, per the Contracted Pricing Schedule.
- Routine Planned Maintenance will be Scheduled Based on the Most Efficient Routing Possible for our Technicians, Customers
 will Receive Notice from the Service Department Informing them of the Date and Time the PM will be Performed. If that Date
 and Time does Not Work for the Customer, please call Service Department a Minimum of 24 Hours in Advance to Reschedule.
- Failure to Cancel or Reschedule prior to 24 Hours of Advanced Notice, Customer will incur Cancellation Fees Equal to Travel Time and Expense.

Loftin Equipment Company * 602-272-9466 www.loftinequip.com ar@loftinequip.com

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Payment Terms: Net 30 Days, Upon Credit Approval

Invoices not paid when due will have a finance charge of 1.5% per month assessed. The Venue for any Legal/Collection action shall be in the County where the equipment is located. If any Litigation/Collection action becomes necessary, the Prevailing Party shall be awarded the Attorney/Collection fees and Attorney/Collection expenses. The Prevailing Party shall be awarded all Interest Charges (1.5% per month) accrued on past due balances(s).

Taxes and Environmental Fees: Prices do not include applicable federal, state, local, use, property, or excise taxes and/or environmental fees. If any such taxes/fees are imposed, the Service Agent will bill them to the customer as a separate item. In lieu of such taxes/fees, the customer shall provide with each order a tax exemption certificate, which shall be acceptable to the proper taxing authorities.

Escalation: As of the date of this Agreement, certain markets providing essential materials for the Work are experiencing or are expected to experience significant, industry-wide, economic volatility and uncertainty during the performance of this Agreement that may impact price, availability, and/or delivery time frames of such material ("Impacted Material"). In order to fairly allocate and accommodate the risk of such market fluctuations, Owner and Loftin agree that the method for calculating adjustments to the prices of Impacted Material items used in establishing the original Contract Price and listed in the attached Schedule A ("Baseline Price") shall be as follows:

If during the course of the Work, an Impacted Material item experiences a price increase or decrease from its original Baseline Price as set forth in Schedule A, Loftin shall notify the Owner in writing within thirty (30) days for the date Loftin is made aware of such increase/decrease and shall include appropriate documentation substantiating the change from the Baseline Price. The Contract Price shall then be equitably adjusted to account for such change in price, but only for the quantity of Impacted Material delivered on or after the date on which written notice of the change is given by Loftin. Such adjustment shall be limited to Loftin's direct costs of the increase/decrease, shall not include any additional mark-up for overhead and profit, and shall establish the new Baseline Price to be used for any further equitable price adjustments resulting from subsequent market fluctuations. No adjustment shall be made for any quantities of Impacted Materials scheduled for delivery under the terms of the Agreement prior to the date on which written notice of the change is given by Loftin, unless the failure to deliver such quantities before that date is beyond the control of and without the fault of Loftin.

If Loftin is delayed at any time in the commencement or progress of the Work due to a delay in the delivery of, or unavailability of, an Impacted Material, beyond the control of and without the fault of Loftin, Loftin shall be entitled to an equitable extension of the Contract Time and an equitable adjustment of the Contract Price directly attributable to such delay. The Owner and Loftin shall undertake reasonable steps to mitigate the effect of such delays. Notwithstanding any other provision to the contrary, Loftin shall not be liable to the Owner for any expenses, losses or damages arising from a delay in the delivery of an Impacted Material item not the fault of Loftin.

Emergency Service: Emergency Service between scheduled services dates will provided at rates in effect at time of service for labor, parts, and travel. Travel rates will be only for travel to locations accessible by public roads. Lodging and other miscellaneous expenses shall be billed at cost.

Customer Responsibility: The customer or customer's authorized agent shall maintain a regular record of service for review. Record of customer-performed service shall be kept and made available to servicing agent at time of scheduled maintenance call.

Servicing Agent Responsibility: Insofar as practical, the servicing agent shall maintain a complete service history. It is agreed that this agreement covers only those items outlines and that it does not include any expense to repair damage caused by abuse, accident, theft, acts of a third person, forces of nature, alteration of equipment, or improper operation.

The Servicing Agent agrees to maintain a representative stock of replacement parts and a competent factory trained service organization. The Servicing Agent shall not be responsible for failure to render the service due to causes beyond its control, including strikes, labor disputes, acts of God, etc., or any incidental or consequential damages.

After each inspection, the customer will be furnished a written report detailing conditions found and advising further service, if necessary, to assure operational dependability of the equipment under this contract.

Prices are based on all services being completed between 8:00am and 5:00pm Monday - Friday. Except as otherwise noted, and assumes access for our service vehicle within 50 feet of generator on same level.

Loftin Equipment Company * 602-272-9466 www.loftinequip.com ar@loftinequip.com Services to be performed are as described within this agreement. This agreement is not subject to alteration except as mutually agreed in writing. The base term of this agreement is one (1) year, unless otherwise specified. If desired, this agreement may be converted to a three (3) year agreement with a 5% annual escalation. This agreement may be terminated at any time by either party upon **30 days** written notice, or other notice as required by law addressed to last known address of the other party. No Claim for damages as a result of such termination shall arise against either party. The servicing agent may withdraw this proposal if not accepted within **30 days** from the date of presentation.

Air filters are installed on an "as needed" basis with additional cost to customer. Execution of contract is based on establishment of a credit account with Loftin Equipment Co. Payment by credit card or check at the time of service is acceptable. Load Bank testing must be scheduled and done with scheduled PM maintenance. Additional Cost will result if scheduled separately.

Acceptance of the quote constitutes acceptance of the terms and conditions at the Loftin Website: https://loftinequip.com/loftin-policies/

Signature:	<pre>\signature1 {"size":"medium"}\</pre>	Customer Name:	\fullname1 {"size":"medium"}\
Date:	\date1 {"format":"dd-MMM-yyyy"}\	Position/Title	\title1 {"size":"medium"}\
		Company Name	City of Seadrift

Loftin Equipment Company * 602-272-9466 www.loftinequip.com ar@loftinequip.com

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QUOTE

(800) 437-4376



Quote Number: Quote Date: Q-00851 12/12/2024

Job Site	
Name:	WASTE WATER PLANT
Address:	101 S Orange Street
	Seadrift TX 77983
Contact:	PAUL GONZALES
Phone:	3616487972

Customer

Name: Billing Address: City of Seadrift PO Box 159 Seadrift TX 77983

Generator Information				
Make	Model	KW	Serial Number	Spec Number
Kohler	80REOZJE	80	2323567	

Engine Information		
Make	Model	Serial Number
JOHN DEERE	4045	0

Product	Net Price	QTY	Amount
Full Service + 2 hour Load Bank: A visit	\$2,120.11	1	\$2,120.11
every 1 Years			
every 1 lears		Visit Total	\$2,12

Optional Products/Services			
Product	Net Price	QTY	Amount
		Optional Total	0

Total of All Charges	\$2,120.11

Prices are based on all services being completed between 8:00am and 5:00pm Monday - Friday. Except as otherwise noted, and assumes access for our service vehicle within 50 feet of generator on same level.

Services to be performed are as described on page 2 of this agreement. This agreement is not subject to alteration except as mutually agreed in writing. The base term of this agreement is one (1) year, unless otherwise specified. This agreement may be terminated at any time by either party upon **30 days** written notice, or other notice as required by law addressed to last known address of the other party. No Claim for damages as a result of such termination shall arise against either party. The servicing agent may withdraw this proposal if not accepted within **30 days** from the date of presentation.

Air filters are installed on an "as needed" basis with additional cost to customer. Execution of contract is based on establishment of a credit account with Loftin Equipment Co. Payment by credit card or check at the time of service is acceptable. Load Bank testing must be scheduled and done with scheduled PM maintenance. Additional Cost will result if scheduled separately.

Signature:

Customer Name:

\fullname1 {"size":"medium"}\

Loftin Equipment Company * 602-272-9466 www.loftinequip.com ar@loftinequip.com

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LOFTIN

Quarterly Inspection – Scope of Work

Generator Inspection:

Generator Exterior Inspection Look for Damage, Rust, and Deficiencies Clean and Wipe Exterior of Cabinet

Engine Lube System Inspection: Oil Level Condition Check Condition of Hoses

Engine Coolant System Inspection:

Coolant Level Check Coolant Boiling Point in *F Overall Condition of Coolant System Block Heater Operation

Diesel Engine Fuel System Inspection:

Inspection of Diesel Engine Fuel System and Components Look for Damage, Rust, and Deficiencies Insp

Engine Air System Inspection:

Inspection of Engine Air System Inspection of Air Element

Engine Electrical System Inspection:

Condition of Batteries Starter Volt Drop in VDC Clean and Service Battery Posts/Terminals Identify Condition of Engine Alternator

Engine Exhaust System Inspection:

Inspection of Engine Exhaust System Inspection of Clamps and Connections

Engine Protection System Inspection:

ECM Controller – Test Low Oil Pressure – Test Over crank – Test Emergency Stop – Test Test Generator without Load – Test Inspect Condition of Instruments

AC Voltage Meter Readings:

A-B, A-C, A-N, B-C, B-N, C-N

Generator Interior Inspection Look for Damage, Rust, and Deficiencies Clean and Wipe Interior of Enclosure

Check for Leaks Engine Lube System Recommendations

Coolant Freeze Point in *F Condition of Radiator Radiator Cap Condition Coolant System Recommendations

Inspect Flexible Hoses and Fuel Lines

Inspect Turbo Boot Intake System

Battery Static Charge in VDC Battery Age Check Electrolyte Level (if applicable) Engine Electrical System Recommendations

Inspect for Damage, Rust, Corrosion, Leaks, Wet Stacking

Overspeed – Test High Engine Temperature – Test Overspeed – Test Emergency Shutdown Mechanism – Test Test Generator without Load – Recommendations

Annual Full Service – Scope of Work (Includes all Quarterly Inspections/Tests)

Drain and Replace Oil Remove and Replace Oil Filters Remove and Replace Fuel Filters

> Loftin Equipment Company * 602-272-9466 www.loftinequip.com ar@loftinequip.com

Regular Meeting Agenda Packet- February 11, 2025 - Page 83 of 115



Optional Services – Load Bank Testing and Fluid Sampling – Scope of Work

Load Bank Testing:

Breaker Panel will be Removed.
Output Breaker Load Leads will be Removed, Secured, and Isolated.
Load Bank Cable will be Landed on the Output Breaker Load Lugs and Torqued to Specifications.
Generator Controller will be Placed in "Run" and Monitored for Leaks or Issues.
Load Test will Start while Taking Unit Readings Every Fifteen (15) Minutes.
Generator Controller Placed will be Placed in "Off".
Test Equipment will be Removed and Secured for Transportation.
Output Breaker Load Cables will be Installed on the Lugs and Torqued to Specifications.
Breaker Panel will be Installed and Secured.
Generator Area will be Cleaned and Cleared for Operation.
Generator Controller will be Placed in "Auto".

Fluid Sample with Analysis:

Generator Controller will be Placed in "Off". Sample Pump will be Inspected and Cleaned if Necessary. A New Section of Sampling Tubing will be Used for Every Sample.

- Oil Sample will be Taken from the Crankcase via the Dipstick Tube.
- Coolant Sample will be Taken from the Top Tank of the Radiator.
- Fuel Sample will be Taken Near the Pickup Tube in the Fuel Tank.

Sample Analysis Form will be Completed for the Laboratory. Generator Area will be Cleaned and Cleared for Operation. Generator Controller will be Placed in "Auto". Fluid Sample will be Sent to Laboratory for Analysis. Results will be Provided to Customer via Email or Through Customer Portal.

Service Charges – Notice

- No Services or Materials are Contained in this Contract unless Specifically Referred herein.
- Replacement Parts will be Billed at Prices Prevailing at Time of Use.
- It is Agreed the Loftin Equipment Company, Inc., will Supply Labor and Test Equipment to Preform the Above Indicated Planned Maintenance, per the Contracted Pricing Schedule.
- Routine Planned Maintenance will be Scheduled Based on the Most Efficient Routing Possible for our Technicians, Customers will Receive Notice from the Service Department Informing them of the Date and Time the PM will be Performed. If that Date and Time does Not Work for the Customer, please call Service Department a Minimum of 24 Hours in Advance to Reschedule.
- Failure to Cancel or Reschedule prior to 24 Hours of Advanced Notice, Customer will incur Cancellation Fees Equal to Travel Time and Expense.

Loftin Equipment Company * 602-272-9466 www.loftinequip.com ar@loftinequip.com

Regular Meeting Agenda Packet- February 11, 2025 - Page 84 of 115



Payment Terms: Net 30 Days, Upon Credit Approval

Invoices not paid when due will have a finance charge of 1.5% per month assessed. The Venue for any Legal/Collection action shall be in the County where the equipment is located. If any Litigation/Collection action becomes necessary, the Prevailing Party shall be awarded the Attorney/Collection fees and Attorney/Collection expenses. The Prevailing Party shall be awarded all Interest Charges (1.5% per month) accrued on past due balances(s).

Taxes and Environmental Fees: Prices do not include applicable federal, state, local, use, property, or excise taxes and/or environmental fees. If any such taxes/fees are imposed, the Service Agent will bill them to the customer as a separate item. In lieu of such taxes/fees, the customer shall provide with each order a tax exemption certificate, which shall be acceptable to the proper taxing authorities.

Escalation: As of the date of this Agreement, certain markets providing essential materials for the Work are experiencing or are expected to experience significant, industry-wide, economic volatility and uncertainty during the performance of this Agreement that may impact price, availability, and/or delivery time frames of such material ("Impacted Material"). In order to fairly allocate and accommodate the risk of such market fluctuations, Owner and Loftin agree that the method for calculating adjustments to the prices of Impacted Material items used in establishing the original Contract Price and listed in the attached Schedule A ("Baseline Price") shall be as follows:

If during the course of the Work, an Impacted Material item experiences a price increase or decrease from its original Baseline Price as set forth in Schedule A, Loftin shall notify the Owner in writing within thirty (30) days for the date Loftin is made aware of such increase/decrease and shall include appropriate documentation substantiating the change from the Baseline Price. The Contract Price shall then be equitably adjusted to account for such change in price, but only for the quantity of Impacted Material delivered on or after the date on which written notice of the change is given by Loftin. Such adjustment shall be limited to Loftin's direct costs of the increase/decrease, shall not include any additional mark-up for overhead and profit, and shall establish the new Baseline Price to be used for any further equitable price adjustments resulting from subsequent market fluctuations. No adjustment shall be made for any quantities of Impacted Materials scheduled for delivery under the terms of the Agreement prior to the date on which written notice of the change is given by Loftin, unless the failure to deliver such quantities before that date is beyond the control of and without the fault of Loftin.

If Loftin is delayed at any time in the commencement or progress of the Work due to a delay in the delivery of, or unavailability of, an Impacted Material, beyond the control of and without the fault of Loftin, Loftin shall be entitled to an equitable extension of the Contract Time and an equitable adjustment of the Contract Price directly attributable to such delay. The Owner and Loftin shall undertake reasonable steps to mitigate the effect of such delays. Notwithstanding any other provision to the contrary, Loftin shall not be liable to the Owner for any expenses, losses or damages arising from a delay in the delivery of an Impacted Material item not the fault of Loftin.

Emergency Service: Emergency Service between scheduled services dates will provided at rates in effect at time of service for labor, parts, and travel. Travel rates will be only for travel to locations accessible by public roads. Lodging and other miscellaneous expenses shall be billed at cost.

Customer Responsibility: The customer or customer's authorized agent shall maintain a regular record of service for review. Record of customer-performed service shall be kept and made available to servicing agent at time of scheduled maintenance call.

Servicing Agent Responsibility: Insofar as practical, the servicing agent shall maintain a complete service history. It is agreed that this agreement covers only those items outlines and that it does not include any expense to repair damage caused by abuse, accident, theft, acts of a third person, forces of nature, alteration of equipment, or improper operation.

The Servicing Agent agrees to maintain a representative stock of replacement parts and a competent factory trained service organization. The Servicing Agent shall not be responsible for failure to render the service due to causes beyond its control, including strikes, labor disputes, acts of God, etc., or any incidental or consequential damages.

After each inspection, the customer will be furnished a written report detailing conditions found and advising further service, if necessary, to assure operational dependability of the equipment under this contract.

Prices are based on all services being completed between 8:00am and 5:00pm Monday - Friday. Except as otherwise noted, and assumes access for our service vehicle within 50 feet of generator on same level.

Loftin Equipment Company * 602-272-9466 www.loftinequip.com ar@loftinequip.com

Regular Meeting Agenda Packet- February 11, 2025 - Page 85 of 115

Services to be performed are as described within this agreement. This agreement is not subject to alteration except as mutually agreed in writing. The base term of this agreement is one (1) year, unless otherwise specified. If desired, this agreement may be converted to a three (3) year agreement with a 5% annual escalation. This agreement may be terminated at any time by either party upon **30 days** written notice, or other notice as required by law addressed to last known address of the other party. No Claim for damages as a result of such termination shall arise against either party. The servicing agent may withdraw this proposal if not accepted within **30 days** from the date of presentation.

Air filters are installed on an "as needed" basis with additional cost to customer. Execution of contract is based on establishment of a credit account with Loftin Equipment Co. Payment by credit card or check at the time of service is acceptable. Load Bank testing must be scheduled and done with scheduled PM maintenance. Additional Cost will result if scheduled separately.

Acceptance of the quote constitutes acceptance of the terms and conditions at the Loftin Website: https://loftinequip.com/loftin-policies/

Signature:	\signature1 {"size":"medium"}\	Customer Name:	\fullname1 {"size":"medium"}\
Date:	\date1 {"format":"dd-MMM-yyyy"}\	Position/Title	\title1 {"size":"medium"}\
		Company Name	City of Seadrift

Loftin Equipment Company * 602-272-9466 www.loftinequip.com ar@loftinequip.com

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QUOTE

1. 1

(800) 437-4376



Quote Number: Quote Date: Q-00846 12/11/2024

TY HALL
1 South Main Street
adrift TX 77983
UL GONZALES
16487972

Customer

Name: Billing Address: City of Seadrift PO Box 159 Seadrift TX 77983

Generator Information				
Make	Model	KW	Serial Number	Spec Number
Broadcrown	ACBCJD100-60T3	90		PLANT NO Exp53377

Engine Information		
Make	Model	Serial Number
JOHN DEERE	4045HF285	CD4045L176176

Net Price	QTY	Amount
52,122.93	1	\$2,122.93
	\$2,122.93	52,122.93 1 Visit Total

Optional Products/Services			
Product	Net Price	QTY	Amount
		Optional Total	0

Total of All Charges	\$2,122.93

Prices are based on all services being completed between 8:00am and 5:00pm Monday - Friday. Except as otherwise noted, and assumes access for our service vehicle within 50 feet of generator on same level.

Services to be performed are as described on page 2 of this agreement. This agreement is not subject to alteration except as mutually agreed in writing. The base term of this agreement is one (1) year, unless otherwise specified. This agreement may be terminated at any time by either party upon **30 days** written notice, or other notice as required by law addressed to last known address of the other party. No Claim for damages as a result of such termination shall arise against either party. The servicing agent may withdraw this proposal if not accepted within **30 days** from the date of presentation.

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Signature:

Customer Name:

\fullname1 {"size":"medium"}\

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LOFTIN

Quarterly Inspection – Scope of Work

Generator Inspection:

Generator Exterior Inspection Look for Damage, Rust, and Deficiencies Clean and Wipe Exterior of Cabinet

Engine Lube System Inspection: Oil Level Condition Check Condition of Hoses

Engine Coolant System Inspection:

Coolant Level Check Coolant Boiling Point in *F Overall Condition of Coolant System Block Heater Operation

Diesel Engine Fuel System Inspection:

Inspection of Diesel Engine Fuel System and Components Look for Damage, Rust, and Deficiencies Insp

Engine Air System Inspection:

Inspection of Engine Air System Inspection of Air Element

Engine Electrical System Inspection:

Condition of Batteries Starter Volt Drop in VDC Clean and Service Battery Posts/Terminals Identify Condition of Engine Alternator

Engine Exhaust System Inspection:

Inspection of Engine Exhaust System Inspection of Clamps and Connections

Engine Protection System Inspection:

ECM Controller – Test Low Oil Pressure – Test Over crank – Test Emergency Stop – Test Test Generator without Load – Test Inspect Condition of Instruments

AC Voltage Meter Readings:

A-B, A-C, A-N, B-C, B-N, C-N

Generator Interior Inspection Look for Damage, Rust, and Deficiencies Clean and Wipe Interior of Enclosure

Check for Leaks Engine Lube System Recommendations

Coolant Freeze Point in *F Condition of Radiator Radiator Cap Condition Coolant System Recommendations

Inspect Flexible Hoses and Fuel Lines

Inspect Turbo Boot Intake System

Battery Static Charge in VDC Battery Age Check Electrolyte Level (if applicable) Engine Electrical System Recommendations

Inspect for Damage, Rust, Corrosion, Leaks, Wet Stacking

Overspeed – Test High Engine Temperature – Test Overspeed – Test Emergency Shutdown Mechanism – Test Test Generator without Load – Recommendations

Annual Full Service – Scope of Work (Includes all Quarterly Inspections/Tests)

Drain and Replace Oil Remove and Replace Oil Filters Remove and Replace Fuel Filters

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Optional Services – Load Bank Testing and Fluid Sampling – Scope of Work

Load Bank Testing:

Breaker Panel will be Removed.
Output Breaker Load Leads will be Removed, Secured, and Isolated.
Load Bank Cable will be Landed on the Output Breaker Load Lugs and Torqued to Specifications.
Generator Controller will be Placed in "Run" and Monitored for Leaks or Issues.
Load Test will Start while Taking Unit Readings Every Fifteen (15) Minutes.
Generator Controller Placed will be Placed in "Off".
Test Equipment will be Removed and Secured for Transportation.
Output Breaker Load Cables will be Installed on the Lugs and Torqued to Specifications.
Breaker Panel will be Installed and Secured.
Generator Area will be Cleaned and Cleared for Operation.
Generator Controller will be Placed in "Auto".

Fluid Sample with Analysis:

Generator Controller will be Placed in "Off". Sample Pump will be Inspected and Cleaned if Necessary. A New Section of Sampling Tubing will be Used for Every Sample.

- Oil Sample will be Taken from the Crankcase via the Dipstick Tube.
- Coolant Sample will be Taken from the Top Tank of the Radiator.
- Fuel Sample will be Taken Near the Pickup Tube in the Fuel Tank.

Sample Analysis Form will be Completed for the Laboratory. Generator Area will be Cleaned and Cleared for Operation. Generator Controller will be Placed in "Auto". Fluid Sample will be Sent to Laboratory for Analysis. Results will be Provided to Customer via Email or Through Customer Portal.

Service Charges – Notice

- No Services or Materials are Contained in this Contract unless Specifically Referred herein.
- Replacement Parts will be Billed at Prices Prevailing at Time of Use.
- It is Agreed the Loftin Equipment Company, Inc., will Supply Labor and Test Equipment to Preform the Above Indicated Planned Maintenance, per the Contracted Pricing Schedule.
- Routine Planned Maintenance will be Scheduled Based on the Most Efficient Routing Possible for our Technicians, Customers will Receive Notice from the Service Department Informing them of the Date and Time the PM will be Performed. If that Date and Time does Not Work for the Customer, please call Service Department a Minimum of 24 Hours in Advance to Reschedule.
- Failure to Cancel or Reschedule prior to 24 Hours of Advanced Notice, Customer will incur Cancellation Fees Equal to Travel Time and Expense.

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Payment Terms: Net 30 Days, Upon Credit Approval

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Invoices not paid when due will have a finance charge of 1.5% per month assessed. The Venue for any Legal/Collection action shall be in the County where the equipment is located. If any Litigation/Collection action becomes necessary, the Prevailing Party shall be awarded the Attorney/Collection fees and Attorney/Collection expenses. The Prevailing Party shall be awarded all Interest Charges (1.5% per month) accrued on past due balances(s).

Taxes and Environmental Fees: Prices do not include applicable federal, state, local, use, property, or excise taxes and/or environmental fees. If any such taxes/fees are imposed, the Service Agent will bill them to the customer as a separate item. In lieu of such taxes/fees, the customer shall provide with each order a tax exemption certificate, which shall be acceptable to the proper taxing authorities.

Escalation: As of the date of this Agreement, certain markets providing essential materials for the Work are experiencing or are expected to experience significant, industry-wide, economic volatility and uncertainty during the performance of this Agreement that may impact price, availability, and/or delivery time frames of such material ("Impacted Material"). In order to fairly allocate and accommodate the risk of such market fluctuations, Owner and Loftin agree that the method for calculating adjustments to the prices of Impacted Material items used in establishing the original Contract Price and listed in the attached Schedule A ("Baseline Price") shall be as follows:

If during the course of the Work, an Impacted Material item experiences a price increase or decrease from its original Baseline Price as set forth in Schedule A, Loftin shall notify the Owner in writing within thirty (30) days for the date Loftin is made aware of such increase/decrease and shall include appropriate documentation substantiating the change from the Baseline Price. The Contract Price shall then be equitably adjusted to account for such change in price, but only for the quantity of Impacted Material delivered on or after the date on which written notice of the change is given by Loftin. Such adjustment shall be limited to Loftin's direct costs of the increase/decrease, shall not include any additional mark-up for overhead and profit, and shall establish the new Baseline Price to be used for any further equitable price adjustments resulting from subsequent market fluctuations. No adjustment shall be made for any quantities of Impacted Materials scheduled for delivery under the terms of the Agreement prior to the date on which written notice of the change is given by Loftin, unless the failure to deliver such quantities before that date is beyond the control of and without the fault of Loftin.

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Signature: -	\signature1 {"size":"medium"}\	Customer Name: 	\fullname1 {"size":"medium"}\	
Date:	\date1 {"format":"dd-MMM-yyyy"}\	Position/Title	\title1 {"size":"medium"}\	
		Company Name	City of Seadrift	

Loftin Equipment Company * 602-272-9466 www.loftinequip.com ar@loftinequip.com

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City of Seadrift

24. Lexipol Proposal for Seadrift Police Department -Review, Discuss, Consider, Take any action on a proposal from Lexipol for policy manual writing and PoliceOne training. (Paul Gonzales)



SOLUTIONS PROPOSAL



PREPARED FOR: Seadrift Police Department Chief Cheyenne Beaver c.beaver@seadrifttx.org 3619206713

PREPARED BY:

Jean Farmer jfarmer@lexipol.com +14696152278

2611 Internet Blvd, Ste 100 Frisco, Texas 75034 (844) 312-9500 www.lexipol.com

Executive Summary

Public safety agencies and local government organizations today face challenges of keeping personnel safe and healthy, reducing risk and maintaining a positive reputation. Add to that the dynamically changing legislative landscape and evolving best practices, and even the most progressive, forward-thinking departments can struggle to keep up.

Lexipol's solutions are designed to save you time and money while protecting your personnel and your community. Our team consists of professionals with expertise in public safety law, policy, state and federal accreditation, training, mental and physical wellness and grants. We continually monitor changes and trends in legislation, case law and best practices and use this knowledge to create policies, training, wellness resources and funding services that minimize risk and help you effectively serve your community.

THE LEXIPOL ADVANTAGE

Lexipol was founded by public safety experts who saw a need for a better, safer way to run a public safety agency. Since the company launch in 2003, Lexipol has grown to form an entire risk management solution for public safety and local government. Today, we serve more than 10,000 agencies and municipalities and 2 million public safety and government professionals with a range of informational and technological solutions to meet the challenges facing these dynamic industries. In addition to providing policy management, accreditation, online training, wellness resources, and grant assistance, we provide 24/7 industry news and analysis through the digital communities Police1, FireRescue1, Corrections1, EMS1 and Gov1.

Our customers choose Lexipol to make an investment in the safety and security of their personnel, their agencies and their communities. We help agencies address issues that create substantial risk, including:

- Inconsistent and outdated polices
- Lack of technology to easily update and issue policies and training electronically
- Unchecked mental health needs of staff
- Difficulty keeping up with new and changing legislation and practices
- Inability to produce policy acknowledgment and training documentation
- Unfamiliarity of city legal resources with the intricacies of public safety law
- The need to secure grant funding for critical equipment, infrastructure and personnel

Lexipol is backed by the expertise of 440 employees with more than 2,075 years of combined experience in constitutional law, civil rights, ADA and discrimination, mental health, psychology, labor negotiations, Internal Affairs, use of force, hazmat, instructional design, federal and state grants and a whole lot more. That means no more trying to figure out policy, achieve accreditation, develop training or wellness content, or secure funding on your own. You can draw on the experience of our dedicated team members who have researched, taught and lived these issues.

We look forward to working with Seadrift Police Department to address your unique challenges.

Page 2 of 6

Scope of Services

PoliceOne Academy

Training is key to improving safety and effectiveness in law enforcement agency operations. PoliceOne Academy's online training platform combines high-quality content with time-saving features to help your training resources go further.

- 24/7 access to online learning, allowing your officers to train when it's convenient
- Hundreds of full-length courses and thousands of videos built for micro-learning
- Reports to help you monitor and track training completion, compliance and license renewal
- Acceptance as a Certified Training Provider and for continuing education in many states
- · Ability to upload and build your own content and create personalized learning plans
- Simple setup process to get you started quickly, backed by technical and customer support

Policy Manual

Constitutionally sound, up-to-date policies are the foundation for consistent, safe public safety operations and are key to reducing risk and enhancing personnel and community safety. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Policy Updates

Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- · Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Page 3 of 6

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

Reports

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Supplemental Publication Service

Lexipol's Supplemental Publication Service (SPS) streamlines the storage of your agency's content, giving you one place to access procedures, guidelines, general orders, training guides or secondary policy manuals.

- Electronically links department-specific procedural or supplemental content to your policy manual
- Provides electronic issuance and tracking for your agency's procedural or supplemental content
- Allows you to create Daily Training Bulletins against your procedural content
- Designed for standard operating guidelines, procedures, general orders or field guides

Accreditation Workbench - Basic

Managing the agency accreditation process is a complex task that requires intimate knowledge of policy and extreme attention to detail. Lexipol's Accreditation Workbench Basic provides your agency's Accreditation Manager access to content that significantly reduce the time and effort required to successfully prepare for and execute an accreditation assessment.

- Current standards for supported accreditation programs are preloaded and viewable
- Lexipol policies are pre-tagged to many applicable standards and your Accreditation Manager can easily add or modify tagging to meet your specific program needs

Proposal

Prepared By: Jean Farmer	Quote #:	Q-94509-2
Phone: +14696152278	Date:	11/21/2024
Email: jfarmer@lexipol.com	Valid Through:	2/19/2025

Overview

Lexipol empowers first responders and public servants to best meet the needs of their residents safely and responsibly. We are the experts in policy, training and wellness support, committed to improving the quality of life for all community members. Our solutions include state-specific policies, online learning, behavioral health resources, funding assistance, and industry news and information offered through the websites Police1, FireRescue1, EMS1 and Corrections1. Lexipol serves more than 2 million public safety and government professionals in over 10,000 agencies and municipalities. The services proposed below are designed to meet your agency's specific goals and needs.

Lexipol Policy and Training Subscription

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/Accreditation Workbench (12 Months)	USD 4,224.00	20%	USD 844.80	USD 3,379.20
3	PoliceOne Academy Annual Rate (12 Months)	USD 99.00	20%	USD 59.40	USD 237.60
	Subscription Line Items Total			USD 904.20	USD 3,616.80
				USD 904.20	USD 3,616.80
Lexipol Policy and Training Subscription Discount:				USD 904.20	
	Lexipol Policy and Training Subscription TOTAL:				USD 3,616.80

Implementation

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Law Enforcement Manual Cloning	USD 500.00	20%	USD 100.00	USD 400.00
1	P1A Account Set-Up Fee	USD 341.00	20%	USD 68.20	USD 272.80
	One-Time Line Items Total			USD 168.20	USD 672.80
				USD 168.20	USD 672.80
	Implementation Discount:				
			1		

Implementation TOTAL: USD 672.80

Discount Notes

Bundle Policy and PoliceOne Academy

Page 5 of 6

- **25. MIT 22-085-070-D328 Citywide Drainage Project** Take any action to:
 - **a.** Approve payment of Pay Application # 10 to KC Lease (dba Matagorda Construction & Materials) for \$261,900.75 when funds are received.

b.Review and Take any action on Change Order #3.



Stuart A, Lynn, PE N. Mitchell Carrillo, PE John D. Mercer, PE Brian M. Kramer, PE

January 15, 2025

City of Seadrift Attn: Tracy Johnson, Mayor Pro-Tem 501 South Main Street Seadrift, TX 77983

RE: City of Seadrift Drainage Improvements Project (GLO No. 22-085-070-D328) Application for Payment No. 10

Dear Mayor Johnson:

Transmitted herewith is Application for Payment No. 10, dated January 8, 2025 from Matagorda Construction & Materials for work performed on the referenced project through January 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 \$261,900.75 be made to Matagorda Construction & Materials.

Sincerely,

Brien m. Kamen

Brian M. Kramer, PE brian.kramer@lynngroup.com

cc: Gabriela Torres, g.torres@seadrifttx.org Tracy Johnson, t.johnson@seadrifttx.org



Lynn Engineering LLC Texas Registered Engineering Firm F-324

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:	ork c ork c act I tifica	1 3-28-24 63,708,00 2 8-28-24 32,017,00 3 12-20-24 125,533.00 TOTALS 221 2500	GE ORDER SUMMARY Orders approved in months by Owner mouths by Owner TOTAL	FROM (CONTRACTOR): I'-C Lease Service Inc dba Matagorda Construction & Materials CONTRACT FOR:	APPLICATION AND CERTIFICATE FOR PAYMENT
PR PAYMENT e observations and the data Owner that to the best of the essed as indicated, the quality the Contractor is entitled to the Contractor is entitled to	Date: 1-8-25	 Contractor's knowledge, Contractor's knowleted Payment has been completed been paid by the Contractor I payments received from the 	683,527.00) Ø Ø	ADDITIONS DEDUCTIONS	VIA (ARCHITECT): L YNN ENGINEERING BRIAN KRAMER	PROJECT:
AMOUNT CERTIFIED (Attach explanation if amount certified differs from the amount applied for.) ARCHITECT: By: Brie Million Date: 1-15-25 BRIAN M. KRAMER This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contrastor mined herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Option of 106117 Contractor under this Contrast.	State State Structure On FLUSE MONTAGUE State State S	 6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates) 8. CURRENT PAYMENT DUE 9. BALANCE TO FINISH, PLUS RETAINAGE 	rored to date \$ 107,869.75 1 \$ 107,869.75 bor	Application is made for Payment, as shown below, in connection with the Contract, Continuation Sheet, AIA Document G703, is attached.1. ORJGINAL CONTRACT SUM $\$$ 3 9 4 C, 14 1, $\circ\circ$ 2. Net change by Change Orders $\$$ - 462, 269, $\circ\circ$ 3. CONTRACT SUM TO DATE $\$$ 3, 477, 272, $\circ\circ$	ARCHITECT'S PROJECT NO: PROJECT NO: CONTRACT DATE: 1-4-2.4	T AIA DOCUMENT G702 PAGE ONE OF PAGES Distribution to: OWNER ARCHITECT CONTRACTOR

Seadrift Drainage Impro UPDATED 1/08/25	vements Project			ADJUSTED	ADJUSTED		Dec-24	TOTAL	TOTAL	5
ditem Description				Unit price	CONTRACT \$	QTY INSTALLED		TO DATE	TO DATE	COMPL
1 MOBILIZATION		1.000		40,000.00			\$	0.75	\$ 30,000.0	
2 BONDS AND INSURANCE 3 POTHOLE TO LOCATE U		1.000		280.00	30,000.00		\$ 2,800.00	1 80	\$ 30,000.0	
4 RELOCATE WATER MET		10.000		500.00	5,000.00		\$ 2	1	\$ 500.0	
5 RELOCATE SS CLEANOU	'S	10.000		500.00			\$ -	0	\$ -	0%
6 TRAFFIC CONTROL 7 RESEEDING DITCHES		1.000		10,000.00			<u>s</u> -	0.9	\$ 9,000.0	
8 SW3P PROTECTION		1.000		10,000.00	10.000.00		5	0.25	\$ 7,000.0	
9 INSTALL NEW SHORT W	ATER SERVICE	1.000		1,000.00	1,000.00	16	\$ 16,000.00	17	\$ 17,000.0	
10 INSTALL NEW LONG SID		1.000		2,000.00	2,000.00		\$	0	\$ -	0%
A INSTALL NEW SHORT SE b INSTALL NEW LONG SEV		1.000		1,000.00			\$ 2,000.00	3	\$ 3,000.0 \$	0 3005
11 DENVER ST - REGRADE I		2,276.000		7.00	15,932.00		\$	2276	\$ 15,932.0	
12 DENVER ST - CLEAN CUL	VERT 12" - 30"	174.000		65.00	11,310.00		\$ -	7	\$ 455.0	
13 DENVER ST - REM 12" C		50.000		7.00	350.00		\$ 280.00	90	\$ 630.0	
14 DENVER ST - REM 15" C 15 DENVER ST - REM 18" C		88.000		7.00	616.00 1,162.00		\$ 168.00 \$ -	118 124	\$ 826.0	
16 DENVER ST - REM 30" O		32.000		7.00	224.00		\$	20	\$ 140.0	
17 DENVER ST - INSTALL 15		157.000		62,00	9,639.00		\$ 3,720.00	250	\$ 15,500.0	0 1599
18 DENVER ST - INSTALL 18		80.000		65.00	5,200.00		\$ 3,770.00	138	\$ 8,970.0	
19 DENVER ST - INSTALL 24 20 DENVER ST - GRAVEL DE		246.000		85.00 44.00	20,910.00 7,172.00		\$ 2,550.00 \$ 2,640.00	304 251	\$ 25,840.0	
21 DENVER ST - REM & REF		23.000		33.00	759.00		\$ -	0	5	0%
22 DENVER ST - SAWCUT A		103.000	LF	2.00	206.00		\$	103	\$ 206.0	
23 OAKLAND ST - REGRADE		5,436.000		7.00	38,052.00		\$ -	2500	\$ 17,500.0	
24 OAKLAND ST - REM 4*-8		18.000		7.00	126.00		\$	18	\$ 126.0	
25 OAKLAND ST - REM 12" 26 OAKLAND ST - REM 15"		424.000		7.00	2,968.00 2,800.00		\$ 294.00	576 506	\$ 4,032.0	
27 OAKLAND ST - REM 15		608.000		7.00	4,256.00		5 322.00	654	\$ 4,578.0	
28 OAKLAND ST - INSTALL 1		148.000	LF	70.00	10,360.00		\$-	188	\$ 13,160.0	0 127%
29 OAKLAND ST - INSTALL 1		704.000		62.00	43,648.00		5 1,984.00 \$ 1,170.00	736	\$ 45,632.0	
30 OAKLAND ST - INSTALL 1 31 OAKLAND ST - INSTALL 2		538.000		65.00 175.00	34,970.00 207,375.00		\$ 1,170.00 \$ -	108	\$ 18,900.0	-
32 OAKLAND ST - INSTALL 3		667.000		285.00	190,095.00		5 -	163	\$ 46,455.0	
33 OAKLAND ST - INSTALL 4	2" RCP	110.000	LF	365.00	40,150.00		\$	50	\$ 18,250.0	0 45%
34 OAKLAND ST - GRAVEL D		472.000		44.00	20,768.00		\$ 2,860.00	574	\$ 25,256.0	
35 DAKLAND ST - REM & RE 36 OAKLAND ST - SAWCUT		9.000 201.000		33.00	297.00 402.00		\$ - \$ -	0 201	\$ 402.0	0%
35 OAKLAND ST - SAWCUT		45.000		2.00	1,260.00		\$ 11,750.00	465	\$ 13,020.0	
38 OAKLAND ST - SAWCUT	ONCRETE	190.000	LF	2.00	380.00		ş _	190	\$ 380.0	0 100%
39 OAKLAND ST - JUNCTION		5.000		4,000.00	20,000.00		\$ -	2	\$ 8,000.0	
40 OAKLAND ST - REMOVE		2.000		1,500.00	3,000.00		5	2	\$ 5,000.0	
41 OAKLAND ST - INSTALL 2 42 OAKLAND ST - ASPH PAV		3.120.000		3,200.00	6,400.00		s - s -	0	\$ 6,400.0	0%
A LIMESTONE		400.000	_	42.00	16,800.00		\$ -	0	\$	0%
B CEMENT		60.000	ŤΝ	300.00	18,000.00		ş -	0	5 -	0%
43 TOLEDO ST - REGRADE D		332.000		7,00	2,324.00		\$ -	332	5 2,324.0	
44 TOLEDO ST - REM 12" CL 45 TOLEDO ST - REM 15" CL		20.000		7.00	140.00 420.00		s - s -	20	\$ 140.0 \$ 420.0	
45 TOLEDO ST - REM 15" CL 46 TOLEDO ST - REM 18" CL		22.000		7.00	154.00		\$	22	\$ 154.0	
47 TOLEDO ST - REM 24" CL		30.000		7.00	210.00		\$ -	52	\$ 364.0	
48 TOLEDO ST - INSTALL 15		80.000		62.00	4,960.00		s	130	\$ 8,060.0	
49 TOLEDO ST - INSTALL 24 50 TOLEDO ST - GRAVEL DR		52.000		145.00 44.00	7,540.00		5 - 5 -	52 46	\$ 7,540.0 \$ 2,024.0	
51 TOLEDO ST - GRAVEL DR		24.000		33.00	792.00		5	40	5 2,024.0	0%
52 TOLEDO ST - SAWCUT AS		107.000		2.00	214.00		s -	107	5 214.0	_
53 BILL TINDALL ST- REGRA		3,204.000		7.00	22,428.00		s -	3204	\$ 22,428.0	
54 BILL TINDALL ST - REM 1		60.000		7.00	420.00		\$ -	60 164	\$ 420.0 \$ 1,148.0	
55 BILL TINDALL ST - REM 1 56 BILL TINDALL ST - REM 1		664,000		7.00	4,648.00		s - s -	684	\$ 4,788.0	
57 BILL TINDALL ST - REM 2		150.000		7.00	1,050.00		5 280.00	190	\$ 1,330.0	
58 BILL TINDALL ST - INSTAL		60,000		60.00	3,600.00		\$ -	60	\$ 3,600.0	
59 BILL TINDALL ST - INSTAL		666.000		65.00	43,290.00		5	666	\$ 43,290.0	
60 BILL TINDALL ST - INSTAL 61 BILL TINDALL ST - GRAVE		410.000		130.00	53,300.00 14,036.00		s - 5 704.00	410	\$ 53,300.0 \$ 15,004.0	
	E AND REPLACE ASPH DRIVEWAY	39.000		33.00	1,287.00		\$.	0	\$ -	0%
63 BILL TINDALL ST - SAWCL		160.000	LF	2.00	320.00		ş -	160	\$ 320.0	100%
64 BILL TINDALL ST - REM &		30.000		30.00	900.00		\$ 7,200.00	270	\$ 8,100.0	-
65 BILL TINDALL ST - SAWCL		131.000 2,494.000		2.00	262.00		8	131 2494	\$ 262.00 5 17,458.00	
66 AUSTIN AVE - REGRADE I 67 AUSTIN AVE - REMOVE 1		2,494.000		7,00	17,458.00		5 - 1	16	\$ 17,458.0	
68 AUSTIN AVE - REMOVE 1		284.000	LF	7.00	1,988.00		\$	284	5 1,988.0	100%
69 AUSTIN AVE - REMOVE 1	5" CULVERT	200.000		7.00	1,400.00		\$.	224	\$ 1,568.0	112%
70 AUSTIN AVE - REMOVE 1		118.000		7.00	826.00		\$ -	118	\$ 825.00	
71 AUSTIN AVE - REMOVE 2 72 AUSTIN AVE - INSTALL 15		28.000		7.00	196.00 22,320.00		\$ -	28 360	\$ 196.00 \$ 22,320.00	
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 DE		140.000		44.00	6,160.00		<u>s</u> -	140	\$ 6,160.00	
76 AUSTIN AVE - REM & REF 77 AUSTIN AVE - SAWCUT A		58.000 248.000		33.00	1,914.00 496.00		\$- \$-	0 248	\$ 496.00	0%
78 AUSTIN AVE - SAWCOT A 78 AUSTIN AVE - REM & REF		7.000		30.00	210.00		s (a.)	246	\$ 490.00	0%
79 AUSTIN AVE - SAWCUT O	DNCRETE	20.000	LF	2.00	40.00		\$ -	20	\$ 40.00	100%
80 BROADWAY - REGRADE D		3,630.000		7.00	25,410.00		5 -	3630	\$ 25,410.00	
81 BROADWAY - REM 12" CI		30.000 122.000		7.00	210.00 854.00		s -	30 122	\$ 210.00	
82 BROADWAY - REM 15" CL 83 BROADWAY - REM 18" CL		432.000		7.00	3,024.00		5 1,666.00	908	\$ 6,356.00	
84 BROADWAY - REM 21"-24		644.000	LF	7.00	4,508.00	146		936	\$ 6,552.00	
85 BROADWAY - INSTALL 15	RCP	62.000		62.00	3,844.00		\$ -	62	\$ 3,844.00	100%
86 BROADWAY - INSTALL 18		434.000		65.00	28,210.00	10 5		454	\$ 29,510.00	
87 BROADWAY - INSTALL 24 88 BROADWAY - GRAVEL DR		772.000		145.00	111,940.00	128 5	\$ 18,560.00 3,256.00	934 469	\$ 135,430.00 \$ 20,636.00	
89 BROADWAY - GRAVEL DR		67.000		33.00	2,211.00		5 5,256.00	469	\$ 20,656.00	0%
90 BROADWAY - SAWCUT AS		300.000		2.00	600.00	2		304	\$ 608.00	
91 BROADWAY - REM & REP	CONCRETE DRIVEWAY	36.000	SF	22,00	792.00	36 \$	5 792.00	36	\$ 792.00	100%
92 BROADWAY - SAWCUT CO		173.000		2.00	346.00		5	173	\$ 346.00	
93 STLOUIS - REGRADE DITC 94 STLOUIS - CLEAN CULVER		6,554.000 32.000		7.00	45 878.00			5500	\$ 38,500.00 \$	84%
94 STLOUIS - CLEAN CULVER 95 STLOUIS - REM 12" CULVI		264.000		7.00	1,848.00			228	\$ 1,596.00	
96 STLOUIS - REM 15" CULVI		1.105.000	LF	7.00	7,735.00			1078	\$ 7,546.00	98%
97 STLOUIS - REM 18" CULVI	RT	446.000	LF	7.00	3,122.00	\$		434	\$ 3,038.00	97%
98 STLOUIS - REM 24" CULVI		20.000		7.00	140.00	5		0	\$ -	0%
99 STLOUIS - INSTALL 15" RC 100 STLOUIS - INSTALL 18" RC		300.000		62.00 65.00	18,600.00	5		100	\$ 6,200.00	
101 STLOUIS - INSTALL 24" RC		164.000		145.00	23,780.00			90	\$ 13,050.00	
101 STLOUIS - INSTALL 24 RC					23,452,00	\$		398	\$ 17,512.00	
102 STLOUIS - GRAVEL DRIVE	VAY REPAIR	533.000 237.000		44.00	7,821.00	5		0	\$ 17,512.00	0%

105 STLOU/S - REM & REPL CONCRETE DRIVEWAY 106 STLOU/S - SAWCUT CONCRETE	661.000 S		.00	14 542.00 1,476.00		\$ 6.842.00	972 738	\$ 21,384.00 \$ 1,476.00	1479
106 STLOUIS - SAWCUT CONCRETE 107 STLOUIS - REM & REPLACE DRIVEWAY HEADWALL	738.000 Li 2.000 E			6.000.00		\$ \$	2	\$ 6,000.00	1009
108 STLOUIS - REMOVE CURB AND GUTTER	1,374.000 L	F 6	6.00	8,244.00		\$ -	0	\$ -	0%
109 CLEVELAND - REGRADE DITCH	5,319.000 LI		.00	37,233.00		s -	4000	\$ 28,000.00	75%
110 CLEVELAND - REMOVE 12" CULVERT	426.000 LI		.00	2,982.00		\$	426	5 2,982.00	1005
111 CLEVELAND - REMOVE 15" CULVERT 112 CLEVELAND - REMOVE 16" CULVERT	1,284.000 LI 266.000 LI		.00	8,988.00 1,862.00		\$ 602.00 \$ 336.00	1370 314	\$ 9,590.00 \$ 2,198.00	1075
113 CLEVELAND - REMOVE 18 COLVERT	332.000 L		.00	20,584.00		\$	332	\$ 20,584.00	1005
114 CLEVELAND - INSTALL 18" RCP	1,708.000 LI		.00	111,020.00		\$ 16,575.00	1963	\$ 127,595,00	1155
115 CLEVELAND - INSTALL 24" RCP	204.000 LI			29,580.00		\$ 8,700.00	264	\$ 38,280.00	1295
116 CLEVELAND - GRAVEL DRIVEWAY REPAIR	664.000 5		.00	29,216.00 3,234,00	40	\$ 1,760.00	704	\$ 30,976.00	1065
117 CLEVELAND - REM & REPL ASPH DRIVEWAY 118 CLEVELAND - SAWCUT ASPHALT	98.000 SI 456,000 LI		.00	912.00	34	\$ 68.00	490	\$ 980.00	1075
119 CLEVELAND - REM & REPL CONC DRIVEWAY	54.000 SI		.00	1,188.00		\$ 1,188.00	54	\$ 1,188.00	100
120 CLEVELAND - SAWCUT CONCRETE	240.000 LI		.00	480.00		\$-	240	\$ 480.00	100
121 HOUSTON - REGRADE DITCH	7,059.000 LI		.00	49,413.00		s -	4000	\$ 28,000.00	579
122 HOUSTON - CLEAN CULVERT 12"-30"	206.000 Li		.00	10,300.00		\$.	0	\$.	0%
123 HOUSTON - REM 4"-8" CULVERT 124 HOUSTON - REM 12" CULVERT	20.000 Li 645.000 Li		.00	140.00		\$ - \$ -	20 646	\$ 140.00 \$ 4,522.00	100
125 HOUSTON - REM 12" COLVERT	1.272.000 Li		.00	8,904.00		s -	1272	\$ 8,904.00	100
126 HOUSTON - REM 18" CULVERT	298.000 LI		.00	2,086.00		\$ -	298	\$ 2,086.00	100
127 HOUSTON - REM 24" CULVERT	46.000 Li	F 7	.00	322.00		\$-	46	5 322.00	100
128 HOUSTON - INSTALL 15" RCP	904.000 Li		.00	56,048.00		\$ -	904	\$ 56,048.00	100
129 HOUSTON - INSTALL 18" RCP	1,582.000 Lf		.00	102,830.00		\$ - \$ 580.00	1582	\$ 102,830.00 \$ 10,440.00	100
130 HOUSTON - INSTALL 24" RCP 131 HOUSTON - GRAVEL DRIVEWAY REPAIR	68.000 LF 762.000 S ¹		.00	33,528.00		\$ 580.00 \$	762	\$ 33,528.00	1009
132 HOUSTON - REM & REPL ASPH DRIVEWAY	119.000 5		.00	3.927.00		\$ +	0	\$	0%
133 HOUSTON - SAWCUT ASPHALT	540.000 LF		.00	1,080.00		\$	540	\$ 1,080.00	1005
134 HOUSTON - REM & REPL CONCRETE DRIVEWAY	70.000 Si	F 22	.00	1,540.00	70	\$ 1,540.00	70	\$ 1,540.00	100
135 HOUSTON - SAWCUT CONCRETE	282.000 LF		.00	564,00		\$	282	\$ 564.00	100
136 HOUSTON - REM & REPL DRIVEWAY HEADWALL	2.000 E/			6.000.00 5,000.00		s	2	\$ 6,000.00	100
137 HOUSTON - REM & REPL WALWAY AS NECESSARY 138 DALLAS - REGRADE DITCH	1.000 E		.00	30,628.00		s	0	\$ 5,000.00	1005
139 DALLAS - CLEAN CULVERT 12"-30"	58.000 LF		.00	2,900.00		s	0	\$ -	0%
140 DALLAS - REM 4"-8" CULVERT	52.000 LF	: 7	.00	364.00		\$	52	\$ 364.00	1005
141 DALLAS - REM 10" CULVERT	8.000 LF		.00	55.00		\$	0	s	0%
142 DALLAS - REM 12" CULVERT	466.000 LF		.00	3,262.00		\$ 448.00	186	\$ 1,302.00	40%
143 DALLAS - REM 15" CULVERT	680.000 LF		.00	4,750.00		\$ 154.00	680 254	\$ 4,760.00 \$ 1,778.00	1005
144 DALLAS - REM 18" CULVERT 145 DALLAS - REM 18"-21" CULVERT	254.000 LF 20,000 LF		.00	1,778.00		\$ 1,358.00 \$ -	254	\$ -	0%
145 DALLAS - REM 18 -21 COLVERT	462.000 LF		_	28,644.00		\$ 7,812.00	176	\$ 10,912.00	38%
147 DALLAS - INSTALL 18" RCP	972,000 LF			63,180.00		\$ 9,360.00	972	\$ 63,180.00	1009
148 DALLAS - INSTALL 24" RCP	86.000 LF	145	.00	12,470.00		\$	86	\$ 12,470.00	1005
149 DALLAS - GRAVEL DRIVEWAY REPAIR	418.000 51			18,392.00	29 5		308	\$ 13,552.00	74%
150 DALLAS - REM & REPL ASPHALT DRIVEWAY	196.000 SF			6,468.00		\$ -	0	5 .	0%
151 DALLAS - SAWCUT ASPHALT 152 DALLAS - REM & REPL CONCRETE DRIVEWAY	877.000 LF 16.000 SF		.00	1,754.00	405 5	\$ 810.00 \$ -	857	\$ 1,714.00 5	98%
152 DALLAS - REM & REPL CONCRETE DRIVEWAY 153 DALLAS - SAWCUT CONCRETE	58.000 LF		.00	116.00		s -	58	\$ 116.00	1005
154 DALLAS - REM & REPL DRIVEWAY HEADWALL	4.000 EA			12,000.00		\$ 12,000.00	4	5 12,000.00	1009
155 DALLAS - REM & REPL PIPE FENCE TO INST CULVERTS	1.000 LS			2,000.00	1 \$	\$ 2,000.00	1	\$ 2,000.00	1009
156 BALTIMORE - REGRADE DITCH	4,625.000 LF	. 7	.00	32,375,00	5	\$	0	5 -	0%
157 BALTIMORE - CLEAN CULVERT 12" - 30"	164.000 LF			8,200,00			0	5 +	0%
158 BALTIMORE - REM 12" CULVERT	538.000 LF		.00	3,766.00	40 \$		40	\$ 280.00 \$ 2.254.00	7%
159 BALTIMORE - REM 15" CULVERT 160 BALTIMORE - REM 18" CULVERT	1.020.000 LF 262.000 LF		.00	7 140.00	322 \$		104	\$ 728.00	40%
161 BALTIMORE - INSTALL 15" RCP	870.000 LF			53.940.00	80 \$		80	\$ 4,960.00	9%
162 BALTIMORE - INSTALL 18" RCP	908.000 LF			59.020.00		\$ 22,230.00	342	\$ 22,230.00	38%
163 BALTIMORE - INTALL 24" RCP	180.000 LF	145	.00	26,100.00	\$	s	0	\$ -	0%
164 BALTIMORE - GRAVEL DRIVEWAY REPAIR	553.000 SY			24,332.00	121 \$		121	\$ 5,324.00	22%
165 BALTIMORE - REM & REPL ASPH DRIVEWAY	104.000 SF			3,432.00			0	5	0%
166 BALTIMORE - SAWCUT ASPHALT	509.000 LF 70.000 SF		.00	1.018.00	220 5		220	\$ 440.00	43%
167 BALTIMORE - REM & REPL CONCRETE DRIVEWAY 168 BALTIMORE - SAWCUT CONCRETE	242.000 LF		.00	484.00	5		0	\$.	0%
169 WASHINGTON - REGRADE DITCH	7.196.000 LF		.00	50,372.00	\$		0	\$.	0%
170 WASHINGTON - CLEAN CULVERT 12" - 30"	92.000 LF		.00	4,600.00	72 \$	\$ 3,600.00	72	\$ 3,600.00	78%
171 WASHINGTON - REMOVE 10" CULVERT	30.000 LF		.00	210.00	Ş		0	5	0%
172 WASHINGTON - REMOVE 12" CULVERT	724.000 LF		.00	5 068.00	9		0	\$ -	0%
173 WASHINGTON - REMOVE 15" CULVERT	758.000 LF		.00	5,306.00	294 \$ 231 \$		294	\$ 2,058.00 \$ 1,617.00	39%
174 WASHINGTON - REMOVE 18" CULVERT 175 WASHINGTON - REMOVE 24" CULVERT	324.000 LF 52.000 LF		.00	2,268.00	231 \$		0	5 .	0%
175 WASHINGTON - REMOVE 24 COLVERT	682.000 LF			42,284.00	ş		0	\$ -	0%
177 WASHINGTON - INSTALL 15 RCP	1,458.000 LF			94,770.00	661 5	42,965.00	661	\$ 42,965.00	45%
178 WASHINGTON - INSTALL 24* RCP	112.000 LF	145.	.00	16,240.00	\$; .	0	5	0%
179 WASHINGTON - GRAVEL DRIVEWAY REPAIR	579.000 SY			25 476.00	214 \$		214	\$ 9,416.00	37%
180 WASHINGTON - REM & REPL ASPH DRIVEWAY	166.000 SF			5.478.00	a16 6		215	\$ 630.00	42%
181 WASHINGTON - SAWCUT ASPHALT 182 WASHINGTON - REM & REPL CONCRETE DRIVEWAY	747.000 LF 97.000 SF		00	1,494.00	315 \$		315 0	\$ 630.00	42%
182 WASHINGTON - REM & REPL CONCRETE DRIVEWAT	440.000 LF		00	880.00	56 \$		56	\$ 112.00	13%
L84 WASHINGTON - REMOVE SET	4.000 EA	500 .	00	2,000.00	4 \$	2,000.00	4	\$ 2,000.00	100%
185 WASHINGTON - INSTALL 18" SET	4.000 EA	2,500.		10,000.00	4 \$		4	\$ 10,000.00	100%
186 WASHINGTON - REM & REPL DRIVEWAY HEADWALL	2.000 EA			6,000.00	\$		0	5 -	0%
187 15TH - REGRADE DITCH	2,801.000 LF		00	19,607.00	\$		0 262	\$ - 5 1,834.00	0%
188 15TH - REMOVE 15" CULVERT	262.000 LF 268.000 LF		00	1,834.00	\$		262	\$ 1,834.00	100%
L89 15TH - REMOVE 18" CULVERT L90 15TH - INSTALL 15" RCP	268.000 LF 262,000 LF			1,875.00	\$		268	5 16.244.00	100%
191 15TH - INSTALL 18 RCP	258.000 LF			15,480.00	Ś		258	\$ 16,770.00	100%
192 15TH - INSTALL 24" RCP	30.000 LF	145.	00	4,350.00	Ş		30	\$ 4.350.00	100%
193 15TH - GRAVEL DRIVEWAY REPAIR	199.000 SY	44.	00	8,756.00	ş		199	\$ 8,756.00	100%
194 15TH - REM & REPLASPHALT DRIVEWAY	27.000 SF			891.00	\$		0	\$ 248.00	100%
195 15TH - SAWCUT ASPHALT	124.000 LF 1.601.000 LF		00	248.00	\$		124	\$ 248.00	100%
196 14TH - REGRADE DITCH 197 14TH - CLEAN CULVERTS 12" - 30"	1,601.000 LF			2.500.00	\$		0	\$	0%
198 14TH - REMOVE 18" CULVERT	226.000 LF		00	1,582.00	\$		226	\$ 1,582.00	100%
99 14TH - REMOVE 24" CULVERT	50.000 LF	7.	00	350.00	\$		50	\$ 350.00	100%
200 14TH - INSTALL 18" RCP	114.000 LF			6,840.00	5		114	5 6,840.00	100%
14TH - INSTALL 24" RCP	162.000 LF			23,490.00	\$		162	\$ 23,490.00	100%
102 14TH - GRAVEL DRIVEWAY REPAIR	33.000 SY			1,452.00	\$		33	\$ 1,452.00	100%
203 14TH - REM & REPLASPH DRIVEWAY	44.000 SF 199.000 LF		00	1,452.00 398.00	\$		199	\$ 398.00	100%
204 14TH - SAWCUT ASPHALT 205 6TH - REGRADE DITCH	370.000 LF		00	2,590.00	\$		199	\$ 598.00	0%
106 6TH - REMOVE 12" CULVERT	20.000 LF		00	140.00	\$		20	\$ 140.00	1005
207 6TH - REMOVE 24" CULVERT	344.000 LF			2,408.00	\$		0	\$ -	0%
208 6TH - INSTALL 18" RCP	118.000 LF	95.	00	11,210.00	\$		94	\$ 8,930.00	80%
209 6TH - GRAVEL DRIVEWAY REPAIR	63.000 SY			2,772.00	\$		37	\$ 1,628.00	59%
	1.000 EA	4,000.	00	4,000.00	\$		0	\$ -	0%
210 6TH - JUNCTION BOX			00	10 447 00					
210 6TH - JUNCTION BOX 211 6TH - ASPH PAVEMENT RECONSTRUCTION	549.000 SY	33.		18,117.00	\$		0	\$ - \$ -	
210 6TH - JUNCTION BOX		33. I 7.	00	18,117.00 490.00 70.00	\$ \$ \$		0	s -	0%

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		5	-	212	5	1,484.00	100%
217	4TH - INSTALL 15" RCP	30.000	LF	62.00		276.00		\$		30	\$	1,850.00	100%
218	4TH - INSTALL 18" RCP	78.000	LF	65.00		5,070.00		5		78	\$	5,070.00	100%
219 4	4TH - INSTALL 24" RCP	212.000	LF	145.00		30,740.00		\$	-	212	\$	30,740.00	100%
220 4	4TH - GRAVEL DRIVEWAY REPAIR	48.000	SY	44.00	1	2,112.00		5	•	48	\$	2,112.00	100%
221 4	4TH - REM & REPL ASPH DRIVEWAY	114.000	SF	33.00		3,762.00		\$	•	0	5	-	0%
222 4	4TH - SAWCUT ASPHALT	103.000	LF	2.00	-	206.00		\$		103	\$	206.00	100%
223 4	4TH - SADDLE INLET	1.000	EA	3,000.00		3,000.00		\$		0	\$	-	0%
224	VIRGINIA - REGRADE DITCH	945.000	LF	7.00		6,615.00		\$		0	\$	-	0%
225	VIRGINIA - CLEAN CULVERT 12" - 30"	88.000	LF	50.00		4,400.00		\$		40	5	2,000.00	45%
226 1	VIRGINIA - REMOVE 12" CULVERT	278.000	LF	7.00		1,946.00		\$	-	278	\$	1 946.00	100%
227 1	VIRGINIA - REMOVE 15" CULVERT	76.000	LF	7.00		532.00		\$		80	5	560.00	105%
228	VIRGINIA - INSTALL 15" RCP	366.000	LF	62.00		22,692.00		\$		366	\$	22,692.00	100%
229	VIRGINIA - GRAVEL DRIVEWAY REPAIR	110.000	SY	44.00	-	4,840.00		\$		110	\$	4,840.00	100%
230 \	VIRGINIA - REM & REPL CONCRETE DRIVEWAY	8.000	SF	22.00		176.00	55	\$	1,210.00	63	\$	1,386.00	788%
231	VIRGINIA - SAWCUT CONCRETE	43.000	LF	2.00		86.00		\$		49	5	98.00	114%
232 1	VIRGINIA - REM & REPL CONCRETE HEADWALL	1.000	EA	3,000.00		3,000.00	2	\$	6,000.00	3	\$	9,000.00	300%
233 5	5TH - DITCH GRADING	1,734.000	LF	7.00		12,138.00		5	- K.	1734	\$	12,138.00	100%
234 5	5TH - REMOVE 12" CULVERT	36.000	LF	7.00	1	252.00		\$		36	\$	252.00	100%
235 5	5TH - REMOVE 15" CULVERT	198.000	LF	7.00		1,386.00		\$	1.00	198	\$	1,386.00	100%
236 5	STH - INSTALL 15" CULVERT	166.000	LF	62.00	1	10,292.00		\$		166	5	10,292.00	100%
237 5	5TH - INSTALL 18" CULVERT	162.000	LF	65.00		10,530.00	_	\$		174	\$	11,310.00	107%
238 5	5TH - GRAVEL DRIVEWAY REPAIR	118.000	SY	44.00		5,192.00		\$	242	119	5	5,236.00	101%
239 5	5TH - REMOVE AND REPLACE CONCRETE DRIVEWAY	91,000	SF	22.00		2,002.00		\$		0	\$		0%
240 5	5TH - SAWCUT CONCRETE	28.000	LF	2.00		56,00		\$	100	29	\$	58.00	104%
AA1 F	Regrade Ditch	2,016,000	LF	\$ 10.00	\$	20,160.00		\$	1.41	0	\$		0%
	Elean Existing Culvert 12"-30"	290.000	LF	\$ 50.00	\$	14,500.00		\$		0	5		0%
	Clean Existin Culvert 30"-60"	662.000	LF	\$ 50.00	\$	33,100.00		\$	0.00	0	\$	-	0%
	Remove 30" RCP	48.000	LF	\$ 10.00	\$	480.00		\$		0	\$		0%
AA5 I	nstall 30" RCP	48.000	LF	\$ 200.00	\$	9,600.00		5	(43) J	0	\$	-	0%
	Saw Cut Asphalt	37.000	LF	\$ 2.00	\$	74.00		\$		0	\$		0%
AA7 /	Asilhalt Pavement Repair	16.000	SY	\$ 50.00	\$	800.00		\$	24	0	\$	-	0%
	AUGUST 2024 MATERIAL ON HAND INVOICE	1.000	LS	\$ 72.713.60	s	72,713.60		5	0.00	0	5		0%

Brian mi Kanny Engineer	Current project total:	3,320,322.00 5% retainage This period: This period:	\$ 275,685.00 \$ 13,784.25 \$ 261,800.75	total to date: \$ 2,157,395.00 retainage \$ 107,869.75 paid to date \$ 2,049,531,25
City of Seadrift	BRIAN M. 106	KRAMER		paro to gate
	aurssion	AL ENCOLO		

	The T	EVELOPMENT & R exas General Land O Payroll Certificat	Office		
Entity	City of Seadrift		Contract Number:	22-085-070-D328	3
Development(Multi-Family Only)					
l,	Kelley Bauer Designated Labor Standards Officer	_ certify that I hav	re reviewed the weekly pay	yrolls for the below listed prime	
and subcontr	actors for the work performed between		2/2024 to	D 1/1/2025 End Date	
such review records	s have been deemed compliant in regards to Davis Ba				
Please list all Prime Contracto	ors and Subcontractors inlcuded within the service dates bei	no requested			(Please see additional tab
		or continued listing o	ptions)		(rease see additional tab
	Prime Contractor(s)			Subcontactor(s)	
K-C Lease Services	Inc. dba Matagorda Construction & Materials	-		Texas Drainage Inc.	
			Garcia	Concrete & Construction, LLC	
					22
12.	Certific	ation Signatures	1	1	
Felle	ed abor Standards Officer Signature		1/17	12025	: 1
a besignati	Subsection of an output of subsection of a sub			Date	
	Kelley Bauer				
	Labor Standards Officer Printed Name				
Disclaimer: The Texas General Land applicable. It should be noted that th	l Office has made every effort to ensure the information contained on this e Texas General Land Office assumes no liability or responsibility for any federal rules and regulations and the Texas G	error or omission on this	form that may result from the interi	CDBG-DR and/or CDBG-MIT federal rules and ru im period between the publication of amended a	egulations, as nd/or revised



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	City of Seadrift	GLO Contract	Number: 22-085-070-D328		Date:	12/20/2024	
Engineer	Name Address & Phone	Subrecipient N	lame, Address, & Phone Number:	Contractor Name	, Addres	s & Phone Number:	
Ba	n Engineering, LLC 2200 Avenue A 1y City, TX 77414 979.245.8900		City of Seadrift PO Box 159 Seadrift, TX 77983 361.785.2251	K-C Lease Ser 1712 SH 35 Bay City, TX 979.323.9		5 South 77414	
Project #:	E2497]Bid Package #:	1	Change Order #:		3	
Contract Orig	ination Date 3/4,	/2024	Project Description:	Draina	ge Impr	provements	
	You are hereby reque	ested to comply w	ith the following changes from the c	ontract plans and sp	ecificati	ons.	
Item No. Description of Changes: Quantities, Units, Unit Prices, Change in Completion Schedule etc.				Decrease in Contract	t Price	Increase in Contract Price	
9	Change - Install New Short V			\$16,000.00			
10A	Change - Install New Short S	Sewer Severice \$1			\$2,000.00		
13	Change - Remove 12" RCP			\$280.00			
14	Change - Remove 15" RCP	\$7/LF - 94 LF to	118 LF			\$168.00	
17	Change - Install 15" HDPE \$	62/LF - 190 LF to	250 LF			\$3,720.00	
18	Change - Install 18" HDPE \$	65/LF - 80 LF to	138 LF			\$3,770.00	
19	Change - Install 24" HDPE \$	85/LF - 274 LF to	304 LF			\$2,550.00	
20	Change - Gravel Driveway R	epair \$44/SY - 19	91 LF to 251 LF			\$2,640.00	
25	Change - Remove 12" RCP	\$7/LF - 534 LF to	576 LF			\$294.00	
27	Change - Rem 18" Culvert \$	7/LF - 608 LF to	654 LF			\$322.00	
29	Change - Install 15" RCP \$6	2/LF - 704 LF to	736 LF			\$1,984.00	
30	Change - Install 18" HDPE \$	65/LF - 538 LF to	556 LF			\$1,170.00	

See Sheet 2 attached

Change in Contract Time (Calendar Days)

Change in Construc	ction Contract Price	
Original Contract Price:	\$3,940,141.00	
Cumulative Previous Change Order(s) Total:	(\$587,802.00)	-
Contract Price Prior to this Change Order:	3,352,339.00	
Net Increase/Decrease of this Change Order:	\$125,533.00	

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

Effective June 2020

Page 1 of 3

		Т	TY DEVELOPMENT & REV he Texas General Land O Instruction Change Order Re	ffice	TION				
Contract Price with All Approved Change Orders:	3,477	,872.00	Contract Time with All J	Approved	Change	Orders in Days:			
Cumulative Percent Change in Contract Price (+/-)	nge in Contract Price -11.73% (+/-)			Subrecipient Contract End Date:					
Construction Contract Start Date:	2/4/0004			truction C	ontract E	nd Date:			
	executed prior	to submission for	luded in this change order a GLO-CDR review, but all pa change order is not in com	rties invo	olved will	be held r	esponsible		
		Construction of the second	n. Kraman poster	1222		1.6	mo	Æ	
Subrecipient Sign	nature		Engineer Signators E OF	TEL Y	2		ntractor Sig	inature	
Subrecipient Nam and 1	Title (Printed)		Brian M. Kanne, PE	AMER	1		Name and	(MANAGER)	
		Brien	M. Killer	Lease Leg	(111),	h	to	A	
Subrecipient Sign	nature		Engineer Signate // NAL	NOIDCO		Co	ntractor Sig	nature	
Justification for Change C	Irder								
T. WIII THE CHANGE OLDER IN	ncrease or decre	ease the number o	of beneficiaries?			ase [Decrease	☑ No Change	
If there is a change,	how many bene	eficiaries will be a		Total			LMI]	
If there is a change, 2. Effect of this change on	how many bene the scope of w	eficiaries will be a ork:		Total		ase []	-	No Change	
If there is a change, 2. Effect of this change on 3. Effect on operation and	how many bene the scope of w maintenance c	eficiaries will be a ork: osts:		L		ase []	LMI Decrease]	
If there is a change, 2. Effect of this change on 3. Effect on operation and 4. Are all prices in the cha	how many bene the scope of w maintenance c	eficiaries will be a ork: osts:	ffected?	L		ase []	LMI Decrease Decrease	No Change	
If there is a change, 2. Effect of this change on 3. Effect on operation and 4. Are all prices in the cha if "no", explain: 5. Has the change created	how many bene the scope of w maintenance c nge order deper	eficiaries will be a ork: osts: ndent upon unit p nces or environm	ffected?	J? affect		ase [] ase [] s []	LMI Decrease Decrease No	No Change	
If there is a change, 2. Effect of this change on 3. Effect on operation and 4. Are all prices in the cha If "no", explain: 5. Has the change created the project's impact, such	how many bene the scope of w maintenance c nge order depen of new circumsta as concealed o	eficiaries will be a ork: osts: ndent upon unit p nces or environm r unexpected cond	ffected? rices found in the original bio ental conditions which may a	J? affect	☐ Incre ☐ Incre ☑ Ye	ase [] ase [] s []	LMI Decrease Decrease No	No Change	
If there is a change, 2. Effect of this change on 3. Effect on operation and 4. Are all prices in the cha If "no", explain: 5. Has the change created the project's impact, such construction?	how many bene the scope of w maintenance c nge order depen of new circumsta as concealed o	eficiaries will be a ork: osts: ndent upon unit p nces or environm r unexpected cond	ffected? rices found in the original bio ental conditions which may a	J? affect	☐ Incre ☐ Incre ☑ Ye	ase [] ase [] s []	LMI Decrease Decrease No	No Change	



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)?	J	Yes	Γ	No
7. Is the CCN permit still valid? (sewer projects only)		Yes	Γ	No
8. Are the disability access requirements/approval still valid (if applicable)?		Yes	Γ	No
9. Are other Disaster Recovery contractural special condition clearances still valid?	1	Yes	Γ	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.

Effective June 2020

Page 3 of 3

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Schedule etc.	Decrease in Contract Price	Increase in Contract Price
34	Change - Gravel Driveway Repair \$44/LF - 509 LF to 574 LF		\$2,860.00
	Change - Remove & Replace Concrete Drive \$28/SF - 45 SF to 465 SF		\$11,760.00
	Change - Rem 24" Culvert \$7/LF - 150 LF to 190 LF		\$280.00
	Change - Gravel Driveway Repair \$44/LF - 325 LF to 341 LF		\$704.00
	Change - Remove & Replace Concrete Drive \$30/SF - 30 SF to 270 SF		\$7,200.00
83	Change - Rem 18" Culvert \$7/LF - 670 LF to 908 LF		\$1,666.00
	Change - Rem 24" Culvert \$7/LF - 791 LF to 936 LF		\$1,022.00
	Change - Install 18" Culvert \$65/LF - 444 LF to 454 LF		\$650.00
and the second state where the second state	Change - Install 24" Culvert \$145/LF - 806 LF to 934 LF		\$18,560.00
Company or an and the second s	Change - Gravel Driveway Repair \$44/LF - 395 LF to 469 LF		\$3.256.00
	Change - Sawcut Asphalt \$2/LF - 302 LF to 304 LF	-	\$4.00
	Change - Remove & Replace Concrete Drive \$22/SF - 661 SF to 972 SF		\$6,842.00
	Change - Rem 15" Culvert \$7/LF - 1284 LF to 1370 LF		\$602.00
	Change - Rem 18" Culvert \$7/LF - 266 LF to 314 LF		\$336.00
114	Change - Install 18" Culvert \$65/LF - 1708 LF to 1963 LF		\$16,575.00
115	Change - Install 24" Culvert \$145/LF - 204 LF to 264 LF		\$8,700.00
	Change - Gravel Driveway Repair \$44/LF - 664 LF to 704 LF		\$1,760.00
	Change - Sawcut Asphalt \$2/LF - 456 LF to 490 LF		\$68.00
130	Change - Install 24" Culvert \$145/LF - 68 LF to 72 LF		\$580.00
and the second se	Change - Remove & Replace Concrete Drive \$22/SF - 8 SF to 63 SF		\$1,210.00
232	Change - Remove & Replace Concrete Headwall \$3000/Ea - 1 EA to 3 EA		\$6,000.00
void of the second second second			

- **26. MIT-MOD 24-065-084-E760 Water Tower Project** Take any action to:
 - **a.** Payment of invoice 5995 for Langford Community Management Services for \$41,668.80.
 - **b.**Take any action on selecting a design for the Water Tower.



Invoice

Invoice #

<u>5995</u>

Date

1/7/2025

9017 W. State Hwy 29, Suite 206 Liberty Hill, TX 78642

Bill To

City of Seadrift PO Box159 Seadrift, TX 77983

Description		<mark>24-0</mark>	<mark>65-084-E760</mark>	2/7/2025
Description				
	Contract Amt	Prior Amt	Curr %	Total Invoice
rant Administration Fee: \$128,896.00				1
ontract kick-off, start-up documentation accepted by GLO, xecuted GA contract 15%	19,334.40		100.00%	19,334.40
xecuted environmental service provider contract 15% ELO signed AUGF 20% irst Published bid notice and publisher's affidavit 10% igned Notice to Proceed (NTP) 25% igned and sealed complete as built plans, executed COCC ccepted by GLO; signed FWCR accepted by GLO 10% (CP comproved by CLO 5%)	19,334.40 25,779.20 12,889.60 32,224.00 12,889.60		100.00% 0.00% 0.00% 0.00%	19,334.40 0.00 0.00 0.00 0.00 0.00
	0,444.80		0.00%	0.0
xecuted environmental service provider contract LO Signed AUGF	3,000.00 7,000.00		100.00% 0.00%	3,000.00 0.00
ervice period: 08/26/2024 - 01/07/2025				
x x I ii i	ecuted GA contract 15% ecuted environmental service provider contract 15% .O signed AUGF 20% st Published bid notice and publisher's affidavit 10% gned Notice to Proceed (NTP) 25% gned and sealed complete as built plans, executed COCC cepted by GLO; signed FWCR accepted by GLO 10% CR approved by GLO 5% vironmental Fee: \$10,000 ecuted environmental service provider contract .O Signed AUGF	ecuted GA contract 15% ecuted environmental service provider contract 15% JO signed AUGF 20% sst Published bid notice and publisher's affidavit 10% gned Notice to Proceed (NTP) 25% gned and sealed complete as built plans , executed COCC cepted by GLO; signed FWCR accepted by GLO 10% CR approved by GLO 5%19,334.40 25,779.20 12,889.60 32,224.00 12,889.60 6,444.80vironmental Fee: \$10,000 ecuted environmental service provider contract JO Signed AUGF3,000.00 7,000.00	ecuted GA contract 15%ecuted environmental service provider contract 15%.O signed AUGF 20%.st Published bid notice and publisher's affidavit 10%gned Notice to Proceed (NTP) 25%gned and sealed complete as built plans , executed COCCcepted by GLO; signed FWCR accepted by GLO 10%CR approved by GLO 5%vironmental Fee: \$10,000ecuted environmental service provider contract.O Signed AUGF.O Signed AUGF	ecuted GA contract 15%19,334.40ecuted environmental service provider contract 15%19,334.40LO signed AUGF 20%25,779.20sst Published bid notice and publisher's affidavit 10%12,889.60gned Notice to Proceed (NTP) 25%32,224.00gned and sealed complete as built plans , executed COCC12,889.60cepted by GLO; signed FWCR accepted by GLO 10%6,444.80CR approved by GLO 5%6,444.80vironmental Fee: \$10,0003,000.00ecuted environmental service provider contract3,000.00LO Signed AUGF7,000.00

Please pay by check or EFT- Frost Bank, Routing 114000093, Account 592285584	Total	<mark>\$41,668.80</mark>
	Balance Due	\$41,668.80

27. FEMA PA DAC PW 5697 -

Take any action to approve payment of GrantWorks Invoice 91 (FY 2024 Q2 thru Q3) for \$7,380.

2201 Northland Drive Austin, Texas 78756 (512) 420-0303

GrantWorks

Date: February 1, 2025 Invoice Number: SEADRIFT-PA-91 Service Period: Apr 2024 to Sep 2024

To: City of Seadrift

INVOICE

Public Assistance

Name	Title	Но	ourly Rate	Hours	Cost	
Helen Miller	Project Manager	\$	120.00	61.50	\$ 7,380.00	
Karen Blaney	Project Manager	\$	120.00		\$ -	
		Total this invoice		61.50	\$ 7,380.00	

Hours broken down by Project/PW

Project #	EMMIE #	Project	Yr/Quarter	Hrs	Current Invoice
10633	4157	Bayfront Park Restroom	24 Q2 and Q3	9.50	\$ 1,140.00
3228	4450	Seawall	24 Q2 and Q3	40.75	\$ 4,890.00
3225	257	Heron Slough Culverts	24 Q2 and Q3	1.50	\$ 180.00
32916	5697	PAAP DAC	24 Q2 and Q3	9.75	\$ 1,170.00
				61.50	\$ 7,380.00

Questions? Please contact Karen Blaney at karenb@grantworks.net or 512-420-0303 ext 304. Please submit payment within 30 days.

28. Executive Session –

At any time the City Council may adjourn into an Executive Session as needed on any of the foregoing and following agenda items for one or more of the purposes authorized by Chapter 551 of the Texas Government Code, in accordance with the authority contained in the following sections: Sections 551.071 (Attorney Consultation), 551.072 (Real Property), 551.073 (Gifts & Donations), 551.074 (Personnel), 551.076 (Security), and 551.087 (Economic Development).

a. Sections 551.071 (Attorney Consultation) for consultation with the City Attorney regarding pending or contemplated litigation 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) for discussion regarding appointment of Chief of Police.

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. Chief of Police - Take any action regarding appointment for the position of Chief of Police.

30. Adjournment