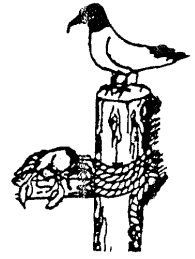




CITY OF SEADRIFT
Post Office Box 159/501 S. Main St.
Seadrift, Texas 77983
Tel: (361) 785-2251
Fax: (361) 785-2208
seadrift@seadrifftx.org



CITY OF SEADRIFT

DECEMBER 10, 2024
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.seadrifftx.org



Incorporated December 27, 1912
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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.

REGULAR MEETING AGENDA

TUESDAY, DECEMBER 10, 2024, 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, December 10, 2024**, 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.*

Individuals wishing to speak on any agenda item or 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://seadrifftx.org/minutes-and-agendas>. Comment forms must be turned in and received by City Staff, before the Call to Order at the Council Meeting.

1. **Call to Order & Quorum Call**
2. **Invocation & Pledge of Allegiance**
3. **Meeting Minutes.** Approve the previous month's meeting minutes.
4. **Accounts Payable.** Approve bills for December 2024.
5. **Department Head Monthly Reports.** Items in this section will not have any City Council action taken and are for general information only.

<ol style="list-style-type: none"> a. Public Utilities, <i>Kenneth Reese</i> b. Public Safety, <i>Paul Gonzales</i> c. Municipal Harbor, <i>Johnny Mikolas</i> d. Streets & Drainage, <i>Alysa Jarvis</i> 	<ol style="list-style-type: none"> e. Solid Waste, <i>Alysa Jarvis</i> f. Parks & Recreation, <i>Tracey Johnson</i> g. City Hall Administration, <i>Tracey Johnson</i>
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6. **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. If an individual desires to speak to a specific agenda item listed, they must fill out a separate Comment Form and speak on that item when it comes up during the meeting.
7. **CivicPlus Municipal Website Proposal** - Review, Discuss, Consider, Take any action on a proposal from CivicPlus for website hosting and other services. (*Alysa Jarvis*)
8. **Water Treatment Plant** – Hear an update regarding the repairs to the Water Treatment Plant.
9. **Contract with Rene's Water Operations** – Review, Discuss, Consider, Take any action to authorize the City to enter into an agreement/contract with Rene's Water Operations for various duties that will be performed at the Water Treatment Plant and pay any expenses out of Line #49.

CITY OF SEADRIFT – DECEMBER 10, 2024, CITY COUNCIL MEETING

- 10. Variance Request** - Discuss, Review, Consider, Take any action regarding a variance request from the property owner on 414 S. Main St. for an 8-foot extension variance for a front porch. *(Charles J. Huckabee)*
- 11. Replat Request for Block 24, Lots 8 & 9** – Review, Discuss, Consider, Take any action to preliminary approve or deny a request to replat Block 24, Lots 8 & 9. *(John Monford)*
- 12. 1912 Minute Book Restoration** – Review, Discuss, Consider, Take any action to allocate funds from the Hotel-Motel Tax Funds to the restoration and scanning of the City of Seadrift's 1912 Minute Book. *(Gabriela Torres)*
- 13. TCEQ RESTORE Project #33242: Westend Improvement Grant Project** – Review, Discuss, Consider, Take any action to authorize payment of the following invoices when funds are received:
 - a. GrantWorks invoice# 002 for \$10,800
 - b. G&W Engineering invoice# 9697.090-0724 for \$1,485
 - c. G&W Engineering invoice# 9697.090-0924 for \$1,980
 - d. Shirley & Sons Pay Application #1 for \$104,053.50
 - e. Shirley & Sons Pay Application #2 for \$50,458.50
 - f. Shirley & Sons Pay Application #3 for \$21,442.50
- 14. GLO CDBG-DR 20-065-103-C278** – Review, Discuss, Consider, Take any action to use any remaining funds from the CDBG-DR Grant Project to install a 20,000-gallon water storage tank.
- 15. Amendment to Employee Handbook for Outside Employment** - Review, Discuss, Consider, Take any action to adopt an amendment regarding outside employment for law enforcement.
- 16. Seadrift Police Department Policy and Procedures** – Review, Discuss, Consider, Take any action to approve the currently existing policy manual for the Seadrift Police Department.
- 17. Outside Employment Request** - Review, Discuss, Consider, Take any action regarding an Outside Employment Request. *(Cheyenne Beaver)*
- 18. Chief of Police Job Description Amendment** – Discuss, Consider, Take any action to amend the Chief of Police Job description regarding response time to emergencies. *(Paul Gonzales)*
- 19. Municipal Advisory Agreement** - Review, Discuss, Consider, Take any action to enter into an agreement with Hilltop Securities Inc. for professional services. *(Alysa Jarvis)*
- 20. Lexipol Proposal for Seadrift Police Department** - Review, Discuss, Consider, Take any action on a proposal from Lexipol for policy manual writing and PoliceOne training. *(Cheyenne Beaver)*
- 21. Security Cameras** - Review, Discuss, Consider, Take any action to approve funds for security cameras at the Police Department out of the Municipal Court Security Funds. *(Paul Gonzales)*
- 22. Executive Session** – At any time during the Regular Meeting, the City Council may adjourn into an Executive Session as needed on any of the foregoing or following agenda items for one or more of the purposes authorized by the following section so the Texas Government Code: Section 551.074 for the discussion of possible personnel action regarding Public Official Paul Gonzales and Public Works Director, and Section 551.074 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.



12/06/2024

CITY OF SEADRIFT – DECEMBER 10, 2024, CITY COUNCIL MEETING

23. 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. Public Official – Review, Discuss, Consider, Take any action on the grievance filed against Public Official Paul Gonzales.

24. Adjournment

CERTIFICATION

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

Signature: _____

Gabriela Torres, City Secretary

Date Posted: _____

12/06/2024 @ 4:30 P.M.
Date and Time

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



[Signature]
12/06/24

1. Call to Order & Quorum Call

2. Invocation & Pledge of Allegiance

3. Meeting Minutes.

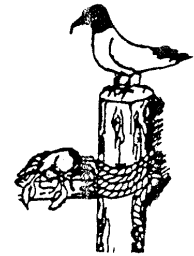
Approve the previous month's meeting minutes.



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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 Regular Meeting on November 12, 2024, 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

Alysa Jarvis gave the invocation and Mayor Pro-Tem Johnson led the Pledge of Allegiance.

3. Previous Month Meeting Minutes – September 2024

Motion: Alderperson Jarvis made the motion to accept the previous month's minutes with corrections. Alderperson Gonzales seconded the motion.

Vote: Motion carried unanimously 5-0.

4. Bills for November 2024

Motion: Alderperson Mikolas made the motion to approve bills to be paid for November 2024. Alderperson Reese seconded the motion.

Vote: The motion was passed unanimously 5-0.

5. Department Head Monthly Reports

a. Public Utilities

Alderperson Reese stated that there were major water leaks this month, and the crew worked diligently on them. The crew is working on them as they can. Mayor Pro-Tem Johnson commented that the utility crew is doing a good job.

Alderperson Gonzales stated that the City was reported by an anonymous individual regarding the Wastewater Treatment Plant. TCEQ came and evaluated the plant had found 16 hits. Alderperson Gonzales asked residents to give the City a chance to address these issues. The City could be fined and that could take money away from what needs to be fixed. The Council is here to help and everyone needs to work together.

City of Seadrift – November 12, 2024, Regular Meeting Minutes

b. Public Safety

Alderperson Gonzales stated that they are working quickly but thoroughly on complaints as they come in. They are also continuing work on updating ordinances. They are looking to see if they follow state bylaws and review other city's ordinances. Mayor Pro-Tem Johnson reminded residents that golf carts need to be registered with the City and must meet all the requirements to be on the road. Alderperson Reese commented that license plates are also required by the State. Mayor Pro-Tem Johnson finished her comment by stating that the police will be pulling people over if they do not have everything that is needed.

Interim Chief Beaver read the monthly report for October 2024 with 110 calls for service for the Police Department, 79 calls for service for the Calhoun County Sheriff's Office in Seadrift, 2 EMS calls, and 0 Fire calls.

c. Municipal Harbor

Alderperson Mikolas stated that oyster season had started, and the Harbor was very congested. He recommends that people stay clear of the Harbor area. Alderperson Mikolas commented that there have been 3 derelict boats removed from the Harbor so far. He remarked that Harbor Master Chris Ingram and Interim Chief Beaver were doing a good job in removing the boats.

d. Streets & Drainage, and Solid Waste

Alderperson Jarvis stated that they need to follow up with the Engineer with the Harbor EDA Project to see what is going to be done with the streets that had been damaged.

The monthly report for Solid Waste completed by Solid Waste Director Terry Maddux stated that all trash routes were completed, vehicles were washed for the month, weekly vehicle engine maintenance was completed, washed the inside of the PakMor, washed and returned totes, 3 special pickups for the month were completed, totes picked up for closed accounts, completed dumping fish totes, completed emptying totes at the boat ramp area, Bayfront, and Harbor turn around. Alderperson Jarvis stated that Solid Waste had agreed to help get rid of some of the debris that had accumulated by the mechanic shop. Solid Waste Director Terry Maddux will be looking into it and evaluating if a contractor will be needed. Alderperson Jarvis commented that she appreciated Solid Waste stepping up and helping out.

e. Parks & Recreation, and Civic Functions

Mayor Pro-Tem Johnson commented that the RESTORE Project was starting up again. The second entrance was installed down at the west end of the Bayfront, posts were up, and three star-friendly lights going up.

f. City Hall Administration

Mayor Pro-Tem read the monthly report for October 2024 with 28 new cases, 16 closed cases, 88 current cases, and \$1,575 total fines collected for the month.

Mayor Pro-Tem Johnson read the monthly Permit Report for October 2024, created by Building Official Boyd Staloch, with:

- 2 building and construction permits issued with a tax valuation increase of \$345,600,
- 1 Placement Manufactured Housing Permit issued with a tax valuation of \$99,000,
- 5 Repair/Remodel Permit issued with a tax valuation of \$71,141,
- 2 placement/RV/carport/portable permits issued with a tax valuation increase of \$8,500, and
- Total gross property valuation increase of \$513,641.

6. Citizen Comments

- Stacey Kirkham with the Seadrift Service Club: Stacey commented that they have a new Facebook page. Stacey also had a request for the City regarding a new project. The Service Club will be requesting to straighten and paint the barrier posts on the Bayfront. They will be looking for volunteers to help straighten them out and raise funds to paint them. They will be requesting permission from the City. Mayor Pro-Tem Johnson commented that since it would fall under Parks and Recreation, she will look into it. Stacey Kirkham stated that they will be doing a Blue Santa Event this year. Forms can be picked up at the Police Department and City Hall. There will be donation boxes placed around town. Any monetary donations will be collected at City Hall.
- John Shinault stated that he is a property owner, tax-paying citizen, and senior since 1982. During these 42 years, he has seen a lot of change, mostly good. In a previous council meeting, Mayor Elmer DeForest handed him paperwork/petition to unincorporate the City. He has always been against unincorporating, but seeing the degrading water and sewer systems, other elements of our functions like City Mayors and City workers resigning, and the actions of some City Council members, he is starting to rethink the option of unincorporating. Mr. Shinault requested the same paperwork/petition that was offered by Mayor DeForest previously.
- Kenneth Reese stated that the Combat Marines Outdoor (CMO) came to Seadrift for a fishing trip with several local guides. Mrs. Reese stated that there were 16 warriors on this trip. One of the warriors, Augustine Rivera asked Mr. Reese if they would place a plaque showcasing the warriors with their photos and signatures at City Hall. Mr. Reese stated that the City appreciates them coming to Seadrift and using our local guides. Mr. Reese finished his comment by stating that he would be placing the plaque in the Council Chambers.

7. Seadrift Chamber of Commerce's Shrimpfest 2025

Lacey Vasquez, the President of the Seadrift Chamber of Commerce, was in attendance to discuss Shrimpfest 2025. The Chamber requested that the City give them permission to hold the event at the Bayfront. Due to the construction from the Seawall Restoration Project, they have had to hold their event on Main St. Lacey stated that the event dates were from June 6th to the 7th but would be using the Bayfront from Wednesday afternoon until Sunday morning. She stated that they also needed permission from the City to use Main St. as a contingency plan if there is bad weather. Lacey commented that there had been a conflict with the Texas Water Safari due to the concern of both events overlapping on Sunday. Bob Spain with the Texas Water Safari was also in attendance and stated that their event was on the second Saturday of June, which would be on June 14, 2025. Bob noted that there should be no conflict since both events are on separate weekends.

Motion: Alderperson Jarvis made the motion to authorize the Seadrift Chamber of Commerce to use the Bayfront for Shrimpfest 2025 from June 4, 2025, through June 8, 2025, authorize them to secure a beer and wine license, received the budget donation for advertising from the Hotel-Motel Tax Funds, and approve any road closures if needed. Alderperson Mikolas seconded the motion.

Vote: The motion was passed unanimously 5-0.

8. Seadrift Chamber of Commerce Ballpark

Lacey Vasquez, the President of the Seadrift Chamber of Commerce, stated that they have a separate bank account for the ballpark. These funds are only used for any repairs at the ballparks, and to replenish supplies for the concession stand. Any money made from events are held in this account. The Chamber donated \$682 to the Methodist Church for the pickleball court that will be put in the Children's Memorial Park. The Chamber also purchased a new fridge for the ballpark concession stand for \$650. They made \$300 from the last tournament on October 8th. They had 10 teams of 15 people per team at this event. It was a great day, and they will be doing another event. Lacey asked the Council if they could reach out to AEP to see if they could donate light poles for the backfield.

Mayor Pro-Tem Johnson moved to Agenda Items # 13 & 14.

13. Mercer Controls Proposal for Water Treatment Plant Evaluation

Sherrel Mercer with Mercer Controls was in attendance to discuss the preliminary evaluation report for the Water Treatment Plant. Sherrel Mercer stated these were his observations of the state of the water system. This report was not composed to lodge any kind of accusation of lack of performance of any individual or individuals. Rather, please note that when we are asked to review problems such as the City may have here, they find that there is often as much challenge in the unwillingness of the authorities to spend money for repairs or required improvements as there is in an unwillingness on the part of staff to perform regular maintenance. There are specific requirements placed on water systems by the agency known as the Texas Commission on Environmental Quality. They believe that some parts of your water system may be marginal when compared to the TCEQ standards. The City would be wise to have a complete review of the sizing of all parts of the system, given what adjustments may have been made in order to have the RO system operational. Mr. Mercer currently does not yet have all of the pertinent information. As an example, he notes that the standards require a hydropneumatic tank storage capacity of almost 25,000 gallons for the 1,177 active and potential connections. He would need to verify the size of the two tanks to see if they comply. The Water Production System in Seadrift is "unconventional," using special techniques to remove impurities from water and make it usable for normal purposes. The process is described as "Reverse Osmosis" (RO). Only a small fraction of systems in use today are Reverse Osmosis. RO systems require membranes, application of high pressure, and precise management of all parts of the system. Port O'Connor has a new RO system going into service in a few weeks. Mr. Mercer commented that he understands that an interlocal agreement between the Port O'Connor Improvement District and the City of Seadrift is being discussed. It will be to your benefit for you to share critical personnel in time of need. RO systems require a large initial capital outlay as well as seriously large maintenance costs that MUST be funded to have a stable water supply. Without infrastructure, without a stable water supply, you do not have a community, and you will not have a desirable place to live. The existing RO system being used in Seadrift consists of two units that are now 25 years old. The typical design life is 20 years. The overall condition right now of the original two units (before repairs from Alpha Water Systems) is such that the processing capacity currently is less than the peak rate of water usage on a summer day. The City could have been in a bind in case of a fire or line break that would have emptied the ground storage tanks. The work presently authorized will only refresh the RO units themselves. That work will not refresh the electronic controls for the RO system. Mercer Controls has kept the system in operation with maintenance on demand for the last twenty years. The controls contain several obsolete and/or non-replaceable items. Some parts (especially those designated for automatic operation) are presently non-functional and the plant requires manual activation. The City presently has a third RO system installed around 2012 that has been mothballed for several years. With the age of the original installations, the City should seriously consider spending the money to get the third system up and running again. The added capacity can serve as insurance against a catastrophic failure of one of the two original units. The cost for repairs, based on what he has seen so far, would be between \$100,000 to \$250,000. In its mothballed state, it has been cannibalized to a certain extent to keep the other two units working as he understands. They do not know what it would take to get it back online and would need professional advice from an RO supplier. Mercer Controls encourages the City to immediately seek a review of the potential problems with the third RO unit and research the price to restore its operation. The rest of the water plant installation consists of ground storage tanks, delivery pumps, hydropneumatic pressure vessels, chlorination equipment, and automatic controls to operate all that equipment. The City also has two wells controlled by the water plant. One of the wells is near the plant site, and the other is several blocks away and controlled by a radio link. The City also has a standby generator to operate the plant when commercial power disappears. Alderperson Reese asked if the elevated water storage tank could help alleviate some of the problems with the RO System. Sherrel Mercer stated that it would take two of the hydropneumatic tanks out of service, but the City may consider leaving them on standby since elevated water storage tanks have to also be inspected periodically. The other benefit would be that added capacity would allow the booster pumps to run longer, but the wells would still have to pump the same amount of water. The limited benefit would be that it would replace two of the hydropneumatic tanks. The booster pumps will probably run about five minutes max before it shuts down. With the overload that is there now, it will not survive running for more than 10 to 15 minutes. The existing pumps would not be able to fill up an elevated tank. Sherrel Mercer hesitated to give a timeframe but the repairs to the major controls may be 45 to 60 days. He will be revising his proposal and finishing up his report/investigation. He will need more information from Terrell Jones.

No action was taken.

14. Water Treatment Plant Emergency Repairs

Motion: Alderperson Jarvis made the motion to approve Mercer Controls proposal items 1b., 2, 3, 4 for the emergency repairs for the Water Treatment Plant, to be paid out of the Harbor Funds, and to be repaid as the City can. Alderperson Gonzales seconded the motion.

Vote: The motion was passed unanimously 5-0.

Copy of Mercer Controls Proposal attached.

Mayor Pro-Tem Johnson moved to Agenda Item # 16.

16. GLO MIT MOD Water Tower Project

Alyssa Bickford and Kat Whitecotton with the Langford Community Management Services were in attendance to discuss the GLO MIT MOD grant project that would install an elevated water storage tank. The City had discussed the possibility of using these funds to repair the Water Treatment Plant. With the City considering changing the scope of work for this project, Langford wanted to make sure the City had all the information before deciding. For the past couple of years, GLO has become more stringent on approving changes to projects and allowing extension requests. Currently on this project, the City is three months into with environmental process with one month left to complete. Designs are also being worked on. One thing to consider regarding changing the project would be additional fees to redo the environmental, design, and time frame. The City was allotted 39 months to complete this project. The City's contract with GLO states that they "may" approve extension requests, but it is not a guarantee. Alderperson Jarvis mentioned that the City had bid out the Wastewater Treatment Plant and the bids that came in were way over budget. She asked what could be done if this occurs with this project as well. Kat Whitecotton stated that when they go out to bid for this project, there will be additives and deductions so they can get all those prices. The City can evaluate what is the best option based on the prices that come in. The City can mitigate those costs to keep it within the budget. Alyssa Bickford also mentioned that GLO also likes for projects to be completed. We do not know the cost or if the funds allocated from this grant would cover the repairs to the Water Treatment Plant, so local funds may need to be put in to complete the project for GLO to approve it.

Motion: Alderperson Reese makes the motion to move forward with the Water Tower Project Contract # 24-065-084-E760 with GLO. Alderperson Mikolas seconded the motion.

Vote: The motion was passed unanimously 5-0.

Mayor Pro-Tem Johnson moved to Agenda Item # 12.

12. Wastewater Treatment Plant (WWTP)

a. Update from Engineer John Mercer regarding the Wastewater Treatment Plant

John Mercer explained that the bids for the WWTP came in at almost twice the amount of money the City anticipated. They have the drawings for the chlorine contact chamber but are currently 60% completed with the plans for the clarifier. They hope to complete the plans and have the Council's approval for a bid schedule by the December meeting. The chlorine contact chamber project may be around \$500,000 to \$600,000. The second project, the repairs to the clarifier, are the main thing that needs to be done since it is currently inoperable. John Mercer stated that the City has an emergency declaration from TCEQ but is subject to enforcement if work does not get started soon. John Mercer stated that his recommendation from the Council was for authorization to work with Mercer Construction Company to begin the emergency repairs to the clarifier. The cost of the project could be between \$350,000 to \$400,000.

b. Wastewater Treatment Plant Project – Approved Repairs

Motion: Alderperson Jarvis makes the motion to declare emergency repairs to the clarifier and Wastewater Treatment Plant and authorize repairs to be completed with Mercer Construction Company. Alderperson Jarvis amended her motion to declare emergency repairs to the clarifier and Wastewater Treatment Plant, authorize repairs to be completed with Mercer Construction Company, and authorize the Mayor Pro-Tem to sign any and all necessary documents.

Alderperson Gonzales seconded the motion.

Vote: The motion was passed unanimously 5-0.

Mayor Pro-Tem Johnson moved to Agenda Item # 24.

24. Temporary Suspension of Animal Control

Comments from the audience:

- Charlene Terrell: She stated that she was told that the City could request a variance from the Commissioner's Court so that the Animal Control Officer does not need certification. Alderperson Jarvis stated that the Health and Safety Code does state that a county that has a population of 75,000 or less may adopt an order exempting the County from the application of this chapter. Alderperson Gonzales investigated if there was already an exemption in place, but the Commissioner's Court was not aware of any documentation regarding a variance. This variance would affect the entire County, not just Seadrift.
- Danny Evens: He stated that he was against the suspension of the position of Animal Control Officer. Every citizen who has a water meter is paying an animal control fee of \$1.80. The number of strays, skunks, raccoons, and other wild animals that carry diseases and rabies needs to be addressed. Maybe the City can look outside and find somebody who is certified and contract with them.
- Lori Thomas: She commented that the City has an interlocal agreement with Port Lavaca for animal control services. Interim Chief Beaver stated that the City does not have an agreement, but they have assisted the previous Animal Control Officer when called. The City does pay \$25 per pickup of an animal.

Alderperson Gonzales stated that the City currently does not have a certified Animal Control Officer. Under State guidelines, certified Animal Control Officers are required to have 30 hours of refresher courses every three years. There is no documentation of the current Animal Control Officer Robert Bryant having taken these courses. The City is liable for this. That is the reason for the request to suspend the program. The City must follow State policy. Alderperson Jarvis commented that requesting a variance for an exemption for certification was not the right way to go. The training/certification requirement for Animal Control Officers protects the City, protects the animals, and protects the officer. She stated that she would not recommend going to the Commissioner's Court to request a variance.

Motion: Alderperson Gonzales made the motion to temporarily suspend the Animal Control position until the City can find someone who is certified, or a City employee can obtain the necessary training.

Alderperson Jarvis seconded the motion.

Vote: The motion was passed unanimously 5-0.

Mayor Pro-Tem Johnson moved to Agenda Item #9.

City of Seadrift – November 12, 2024, Regular Meeting Minutes

9. Variance Request

Charles J. Huckabee, the property owner of 414 S. Main St., was in attendance to discuss his variance request. He stated that he is currently remodeling/repairing the building. The setback is 15 feet from the front street. The porch would extend to the outer edge of the sidewalk. Alderperson Jarvis questioned if the City would be giving up the easement if they allowed Mr. Huckabee to build a porch there. If the City ever wanted to build a sidewalk there, would they be able to take it back? Attorney Robert McKnight stated that it was a complicated question and would need to do some research on it.

Motion: Alderperson Jarvis made the motion to postpone Agenda Item 9 until the December 10th Meeting to allow the City Attorney time to research. Alderperson Gonzales seconded the motion.

Vote: The motion was carried unanimously 5-0.

A copy of the drawing of the requested variance provided by Charles Huckabee is attached.

10. Water and Sewer Improvement Reimbursement Request

Kelly Bryson, a developer, had submitted an invoice for reimbursement for water and sewer improvements to Block 111, lots 5 & 6. City Staff researched and found that the property owners of lots 5 & 6 only had taps installed on lot 6.

Motion: Alderperson Jarvis makes the motion that the City reimburse Kelly Bryson for the water and sewer improvements on lot 6. Alderperson Reese seconded the motion.

Vote: The motion passed unanimously 5-0.

A copy of the invoice for Water and Sewer Improvements from Kelly Bryson is attached.

11. Donation of PD Equipment to CCISD

Interim Chief Beaver asked the Council to consider the donation of some items to the Calhoun County Independent School District (CCISD). CCISD has hired three new officers, one of which is now located at Seadrift School.

Motion: Alderperson Mikolas made the motion to approve to donate equipment to the Calhoun County Independent School District's Police Department as listed. Alderperson Gonzales seconded the motion.

Vote: The motion passed unanimously 5-0.

A copy of the donation list is attached.

12. Sewer Jet Purchase

Comments from the audience:

- Danny Evens asked what the purpose of and the need for the sewer jet, and how often does the City use it.

Motion: Alderperson Jarvis made the motion to postpone the purchase of the sewer jet so that the City can explore all options. Alderperson Gonzales seconded the motion.

Vote: The motion passed unanimously 5-0.

Mayor Pro-Tem Johnson moved to Agenda Item #17.

17. GLO MIT City Wide Drainage Project

a. Pay Application 7

Motion: Alderperson Jarvis made the motion to approve payment of Pay Application 7 for \$325,988.70 for Matagorda Construction & Materials when funds are received. Alderperson Reese seconded the motion.

Vote: The motion passed unanimously 5-0.

City of Seadrift – November 12, 2024, Regular Meeting Minutes

b. Discussion on drainage issues

Comments from the audience:

- Danny Evans commented that the City received one and a half inches of rain and from 13th Street to 15th Street on the south side of Cleveland, it put 30 inches of water in his ditch. His ditches are collecting everything from Baltimore down 13th, from 13th on the North side across the street to the South side down to 15th Street. There is a ditch on 15th Street that is three and a half feet and stops; it is basically a dam. All of the stormwater collection is being stocked at 15th and Cleveland and is backing up to 13th Street.
- Chris Williams commented that the quality of work being done on the new ditches being dug is horrible. He stated that he lived on 8th and Cleveland and water is also standing in his ditches.

Brain Kramer with Lynn Engineering was in attendance to discuss the drainage issues residents were having from the Citywide Drainage Project. He stated that he would be meeting the contractor next week and would have an updated schedule of what area the contractor would be working in next. Brain stated that part of the contract is to relocate the water lines that have been exposed.

Alderson Gonzales stated that the City would meet with the Engineer on December 4th at 6:00 PM to allow the Engineer to research the drainage concerns addressed at the meeting.

No action was taken.

18. Seawall Restoration Project FEMA PA PW 4500

Alderson Jarvis made the motion to approve the as-built plans for the Seawall Restoration Project as presented. Alderson Reese seconded the motion. The motion passed 4-1-0.

Ayes: Tracey Johnson, Kenneth Reese, Alysa Jarvis, Paul Gonzales

Nays: Johnny Mikolas

Abstain/Absent: None

A copy of the as-built plans for the Seawall Restoration Project FEMA-PA DR 4332 PW 4450 is attached.

19. FEMA Hazard Mitigation Grant Projects Grant Administrator Resolution 2024-08

The City of Seadrift received three proposals from grant administrator firms. The proposals received were from GrantWorks, Langford Community Management, and Traylor & Associates. Each firm received the following scores: GrantWorks received a total score of 95, Langford Community received a total score of 95, and Traylor & Associates received a total score of 100. The Selection Review Committee opened and scored the proposals on November 12th and the reviewers were City Secretary Gabriela Torres, City Clerk Alice Romero, and Alderson Alysa Jarvis.

Motion: Alderson Jarvis made the motion to award by resolution a contract for administrative services pertaining to the application and implementation, if awarded, of the City's 2024 Hazard Mitigation Grant Program (HMGP) project(s) funded through the Texas Division of Emergency Management (TDEM) to Traylor & Associates and authorizing the execution of a contract. Alderson Gonzales seconded the motion.

Vote: The motion was passed unanimously 5-0.

A copy of Resolution 2024-08 is attached.

20. TDA CD 2025-2026 Resolution 2024-06

Motion: Alderson Jarvis made the motion to adopt Resolution 2024-06 authorizing the submission of a Texas Community Development Block Grant program application to the Texas Department of Agriculture for the 2025-2026 Community Development Fund. Alderson Gonzales seconded the motion.

Vote: The motion was passed unanimously 5-0.

A copy of Resolution 2024-06 is attached.

City of Seadrift – November 12, 2024, Regular Meeting Minutes

21. Resolution 2024-07 Prohibited Technologies Security Policy

Motion: Alderperson Jarvis made the motion to adopt Resolution 2024-07 that would adopt a policy prohibiting the installation and use of TikTok and any application covered by Chapter 620 of the Texas Government Code on City devices or for use of that application for official City related business pursuant to Texas Senate Bill 1893. Alderperson Gonzales seconded the motion.

Vote: The motion was passed unanimously 5-0.

A copy of Resolution 2024-07 is attached.

22. Amendment to Employee Handbook for Outside Employment

Motion: Alderperson Jarvis made the motion to postpone agenda item # 22 until the December 10th City Council meeting. Alderperson Gonzales seconded the motion.

Vote: The motion passed unanimously 5-0.

23. Chief of Police Job Description Amendment

Comments from the audience:

- Karen Neal stated that she had been a resident of Seadrift for over 20 years and has been employed by the Port Lavaca Police Department for 17 years. Her concern was with the emergency response requirement for the Chief of Police position. Not one of the Chief of Police has lived within the City limits of Port Lavaca. They have also gone through hundreds of officers and most do not or have ever lived in Port Lavaca. Most officers do not live where they work due to safety reasons. She stated that she believed that it was an unreasonable ask. She finished her comment by stating that she backs Interim Chief Beaver for the permanent position of Chief of Police for the City of Seadrift.

Motion: Alderperson Jarvis made the motion to table agenda item # 23. Alderperson Gonzales seconded the motion.

Vote: The motion passed unanimously 5-0.

Mayor Pro-Tem Johnson moved to Agenda Item # 25.

25. Appointment of Municipal Court Clerk

Motion: Alderperson Jarvis made the motion to appoint Annette Delgado as the Municipal Court Clerk for the remainder of the term. Alderperson Gonzales seconded the motion.

Vote: The motion passed unanimously 5-0.

26. Comp Time Payout for Fish Cleaning Station

A City Employee had accrued 39 hours from the previous fiscal year from cleaning the fish cleaning station. The City now has a stipend to pay any City Employee who cleans the fish cleaning station.

Comments from the audience:

- Danny Evans commented that the person cleaning the fish cleaning station needs to be compensated. Mr. Evans asked if there was money that could pay for this instead of from the taxpayers.

City Secretary Gabriela Torres had posed the question if the City had to pay at the employee's current hourly rate of \$22.42 or the hourly rate they were being paid at the time the comp was accrued at \$20.38. Attorney McKnight stated that he would check on this, stated that the Council could approve the payment of the 39 comp hours at the previous hourly rate. He would let the Council know if it needed to be paid at the current hourly rate.

Motion: Alderperson Jarvis made the motion to pay the requested 39 comp hours for the fish cleaning station at the hourly rate of \$20.38. Alderperson Johnson seconded the motion.

Vote: The motion passed unanimously 5-0.

City of Seadrift – November 12, 2024, Regular Meeting Minutes

27. 2024-2025 FY Budget Amendment

a. Newly appointed Municipal Court Clerk pay

Motion: Alderperson Jarvis made the motion to set the pay for the Municipal Court Clerk at an hourly rate of \$18.00 and to be paid out of budget line item # 67. Alderperson Gonzales seconded the motion.

Vote: The motion was passed unanimously 5-0.

b. Assistant Clerk position in the City Hall budget

Motion: Alderperson Gonzales makes the motion to approve the creation of a new line item for an assistant clerk position in the City Hall budget and to move funds from line item #27 to fund this. Alderperson Jarvis seconded the motion.

Passed: The motion passed unanimously 5-0.

c. Creation of line item: Cell phones for Public Officials.

Motion: Alderperson Jarvis makes the motion to create a new budget expenditure line item for Cellphones for Public Officials. Alderperson Reese seconded the motion.

Vote: The motion passed unanimously 5-0.

d. Creation of line item for printer expenses in the City Hall Office Expense Budget.

Motion: Alderperson Jarvis makes the motion to create a new budget expenditure line item in the City Hall Office Expense Budget for Printer expenses. Alderperson Gonzales seconded the motion.

Vote: The motion passed unanimously 5-0.

A copy of the updated 2024-2025 FY Budget reflecting the approved expenditures.

Open Meeting closed at 9:50 PM. The City Council convened into an Executive Session at 9:52 PM.

28. Executive Session

At 9:52 PM, the City Council closed the open meeting into an Executive Session under Section 551.071 Consultation with Attorney.

Executive Session closed at 10:55 PM. Open Meeting opened back up at 10:56 PM

29. Action on Executive Session Items

No action was taken.

30. Adjournment

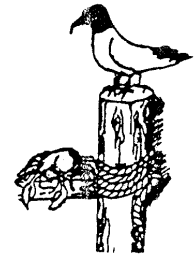
The meeting adjourned at 10:57 PM.



Incorporated December 27, 1912
www.seadrifftx.org

CITY OF SEADRIFT

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



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 November 19, 2024, 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

Alysa Jarvis gave the invocation and Mayor Pro-Tem Johnson led the Pledge of Allegiance.

3. Wastewater Treatment Plant Update

Alderperson Gonzales stated that there were no official updates regarding the Wastewater Treatment Plant, but the City is working through the violations from the recent TCEQ visit. The challenge that the City is facing is having only one licensed operator, Terrell Jones, working both at the Wastewater and Water Treatment Plant. Hopefully, with the help of the contractors with Rene's Water Operations, Terrell can focus on the Wastewater Treatment Plant. The lift station at 11th and Houston needed repairs and had an estimated cost of \$31,000 for just that one. The parts needed are also 4 to 6 weeks out. There are a total of 14 lift stations that all need repairs. The lift station at 11th and Houston was one of the violations the City received from TCEQ, so repairs must be done. The missing section of chain link fence around the Wastewater Treatment Plant was also a violation of TCEQ and would need to be installed. The money for these repairs will be from the certificate of obligation funds. Alderperson Jarvis stated that the contracted crew, Rene's Water Operations, has a dual license to work both at the Water and Wastewater Treatment Plant. She commented that they were helping the city crew and were a temporary contract service similar to how the City contracts with Mercer Controls and Lestor Contracting. With the Public Works Director Robert Bryant being out, this contractor is assisting the city crew and Terrell Jones to maintain operations at the Water Plant.

4. Generator Wastewater Treatment Plant Repairs

Motion: Alderperson Jarvis made the motion to approve repairs for the generator at the Wastewater Treatment Plant and to be paid out of the 2021 CO funds. Alderperson Gonzales seconded the motion.

Vote: The motion was passed unanimously 5-0.

City of Seadrift – November 19, 2024, Special Meeting Minutes

5. Water Treatment Plant Generator Emergency Repairs

Motion: Alderperson Jarvis made the motion to approve repairs for the generator at the Water Treatment Plant and to be paid out of the Harbor Funds. Alderperson Reese seconded the motion.

Vote: The motion was passed unanimously 5-0.

6. City Hall Generator Repairs

Motion: Alderperson Jarvis made the motion to approve repairs for the generator at the City Hall and to be paid out of the General Fund. Alderperson Reese seconded the motion.

Vote: The motion was passed unanimously 5-0.

7. Debris Cleanup and Repairs of Mechanic Shop

No action was taken.

8. Executive Session

No Executive Session was called.

9. Action on Executive Session Items

No action was taken.

10. Adjournment

The meeting adjourned at 7:01 PM.

4. Accounts Payable.

Approve bills for December 2024.

FUND BALANCES AS OF NOVEMBER 30, 2024

GENERAL FUND	\$	324,077.96
HARBOR FUND	\$	136,616.36
HOTEL/MOTEL	\$	169,619.98
CONTINGENCY FUND	\$	101,806.27
PIER FUND	\$	18,838.04
COO I&S	\$	56,688.75
POLICE DEPARTMENT	\$	3,408.53
UTILITY FUND	\$	24,977.20
METER DEPOSIT	\$	122,452.64
FALCON POINT ESCROW	\$	28,141.38
UTILITY CONTINGENCY FUND	\$	171.47
REVENUE BOND	\$	28,300.23
FIRE TRUCK ESCROW	\$	8,027.65
SOLID WASTE	\$	6,042.89
SOLID WASTE CONTINGENCY FUND	\$	97,143.49
CD'S - HARBOR FUND		
5488	\$	32,166.23
6089 (12 Month CD - Matures on June 17, 2025)	\$	27,261.11

Unpaid Bills for DECEMBER 2024		
GENERAL FUND	\$	7,732.46
UTILITY FUND	\$	18,443.87
SOLID WASTE	\$	-
HARBOR FUND	\$	-

Unpaid Bills Detail

GENERAL FUND			
	Date	Num	Open Balance
A T & T	12/04/2024	Inv. 11092024	173.74
Boyd Staloch	12/04/2024	November 2024	26.40
Fire Programs	12/04/2024	Inv. 245580	1,977.00
K-D Materials	12/04/2024	Inv. 04253	175.00
LOCAL IT SOLUTIONS	12/04/2024	Inv. 2136	605.00
LOFTIN EQUIPMENT CO.	12/04/2024	Inv. 0048460	2,040.80
RENE'S WATER OPERATIONS	12/04/2024	Inv. 1	1,625.00
S.A.V.E.S.	12/04/2024	Dec. 23 - Nov. 24	942.00
VCS SECURITY SYSTEMS	12/04/2024	Inv. 276341	35.00
Victoria Electric Cooperative, Inc	12/04/2024	Acct. 981494-001	57.41
	12/04/2024	Acct. 981494-004	45.61
	12/04/2024	Acct. 981494-006	29.50
TOTAL			7,732.46

WATERWORKS			
Vendor	Date	Num	Amount
ACT Pipe & Supply	12/02/2024	S101152822.001	426.00
	12/02/2024	S101158089.002	228.50
	12/02/2024	S101158089.004	352.20
	12/02/2024	S101158089.006	2,117.00
	12/04/2024	S101139824.001	700.00
AFLAC	12/02/2024	INV#127501	388.73
Christobal Castillo	12/03/2024	inv#221411	950.00
FRONTIER	12/02/2024	21001962480904805	13.60
	12/02/2024	21001962470904805	11.00
Infinium	12/02/2024	ACC0003337	150.00
LOFTIN Equipment Co.	12/02/2024	inv#00048488	270.62
	12/02/2024	inv#00048486	514.19
Mercer Controls ,Inc.	12/02/2024	INV#20660	723.55
	12/02/2024	INV#20661	310.00
	12/02/2024	INV#20655	644.50
	12/02/2024	INV#20658	717.58
ROTO-ROOTER-VICTORIA	12/02/2024	504 E Austin	291.25
	12/02/2024	211 Armstrong Road	1,142.50
RVS Software	12/02/2024	INV#194195	497.39
	12/02/2024	INV#194137	1,590.00
Stanford Vacuum Services	12/02/2024	inv#735748	2,520.00
	12/02/2024	inv#735848	1,152.00
Texas Commission On Environmental Quality	12/02/2024	PHS0221217	2,283.40

USA Bluebook

	12/02/2024 INV#00540348	212.61
Victoria Electric Cooperative inc.		
	12/02/2024 981494-005	207.97
	12/02/2024 981494-002	29.28
Total Expenses for Waterworks:		18,443.87

HARBOR				
	Vendor	Date	Num	Amount
Total Expenses for Harbor				0.00

5. Department Head Monthly Reports.

Items in this section will not have any City Council action taken and are for general information only.

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

SEADRIFT POLICE DEPARTMENT

Monthly Report: November 2024

CALLS FOR SERVICE/ACTIVITIES:

110 Calls for service this month for SPD,

26 Of which were extra patrol

53 Traffic stops by SPD

7 Reports by SPD

4 Arrests by SPD

81 calls for service for CCSO in Seadrift

13 Of which were extra patrols

10 EMS calls of which 7 SPD officers responded to.

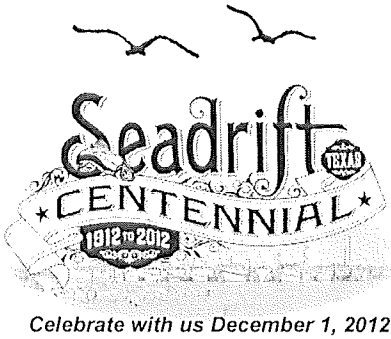
3 Fire calls of which 3 SPD officers responded to.

NEWS FROM THE CHIEF:

As you all know we are working diligently on improving the appearance of our city. One focus of ours lately is removal of junk. We have been locating and tagging junk vehicles that are parked on City easement. We have removed several already and will continue our efforts in improving the appearance of our city. With the Christmas holiday coming statistics show theft rates go up. If you see our spotlights shining about at night do not be alarmed, we are increasing extra patrols in the neighborhoods. The extra patrols occur during the day as well. Another statistic not typically brought to light is the suicide rates. Suicide rates statistically go up around the holidays; If you have a neighbor that has no one, talk to them. One encounter could mean the difference. I encourage all of you, if you see something out of the ordinary say something. I am a licensed mental health peace officer and have been for several years. Call me, I'll come. As I've stated before if you have any questions, comments, concerns our doors are open.

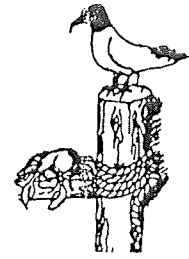
Thank you,

Int. Chief Cheyenne N. Beaver



CITY OF SEADRIFT

Post Office Box 159
Seadrift, Texas 77983
Tel: (361) 785-2251
Fax: (361) 785-2208



Month of November 2024

PERMIT REPORT

Permit Type		Qty	+ or -	Tax Valuation
BUILDING CONSTRUCTION		0	+	\$ 0
PLACEMENT – Manufactured Housing		0	+	\$ 0
REPAIR/REMODEL		0	+	\$ 0
PLACEMENT/RV/CARPORT/Portables	RV (0)	1	+	\$ 7,000
RV/MH PARK		0	+	\$ 0
Sign		0	+	\$ 0
RELOCATION in the city		0	+	\$ 0
FENCE		0	+	\$ 0
DEMOLITION		0	-	\$ 0
<hr/>				
Gross Property Valuation increase or decrease to City				
Increase (+) or Decrease (-)			+	\$ 7,000

6. Citizen Comments.

Rules for speakers: Speakers have an allotted time of 3 minutes to speak, but those needing a translator will be allocated 6 minutes. Speakers will need to approach the podium and state their names. No Council discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law. If an individual desires to speak to a specific agenda item listed, it is recommended that the individual address that item when it comes up during the meeting.

7. CivicPlus Municipal Website Proposal -
Review, Discuss, Consider, Take any action on
a proposal from CivicPlus for website hosting
and other services. (Alysa Jarvis)

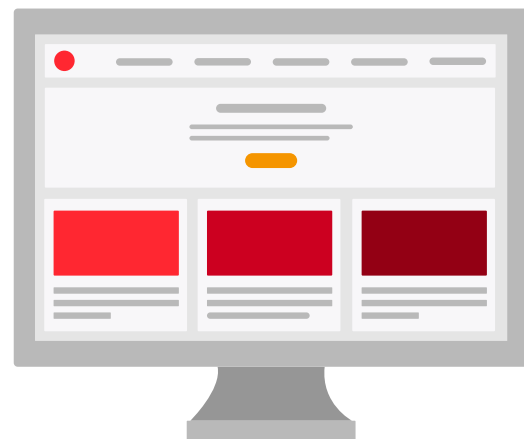


municipal websites

OPEN

Website Design & Hosting Solution

Proposal valid for 60 days from date of receipt



CivicPlus Company Overview

CivicPlus History

CivicPlus began in 1998 when our founder, Ward Morgan, decided to focus on helping local governments work better and engage their residents through their web environment. Over the years, CivicPlus has continued to implement new technologies and merge with industry forerunners to maintain the highest standards of excellence and efficiency for our customers.



Our portfolio includes solutions for website design and hosting, parks and recreation management, emergency and mass communications, agenda and meeting management, 311 and CRM, process automation and digital services, codification, licensing and permits, web governance and ADA remediation, social media archiving, and FOIA management.

EXPERIENCE

20+ Years
12,000+ Customers
900+ Employees

RECOGNITION

Inc. 5000 11-time Honoree
GovTech 2023 Top 100 Company
Stevie® Awards Recognized with multiple, global awards for sales and customer service excellence

Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government web technology. We are proud to have earned the trust of our over 12,000 customers and their 100,000+ administrative users. In addition, over 340 million residents engage with our solutions daily.

Primary Office

302 S. 4th Street Suite 500
Manhattan, KS 66502
Toll Free: 888.228.2233 | Fax: 785.587.8951
civicplus.com



civicplus.com

Powering & Empowering Government

We empower municipal leaders to transform interactions between residents and government into consistently positive experiences that elevate resident satisfaction, increase revenue, and streamline operations.

Government leaders tell us that one of their most pressing needs is to improve how residents access and experience municipal services; however, they struggle with budget cutbacks and technology constraints. CivicPlus enables civic leaders to solve these problems, making consistently positive interactions between residents and government possible.

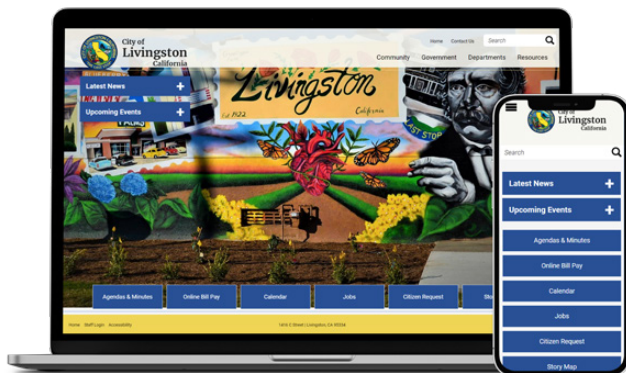
What sets us apart is our Civic Experience Platform. CivicPlus is the only government technology company exclusively committed to powering and empowering governments to efficiently operate, serve, and govern using our innovative and integrated technology solutions built and supported by former municipal leaders and award-winning support teams. With it, municipalities increase revenue and operate more efficiently while fostering trust among residents.



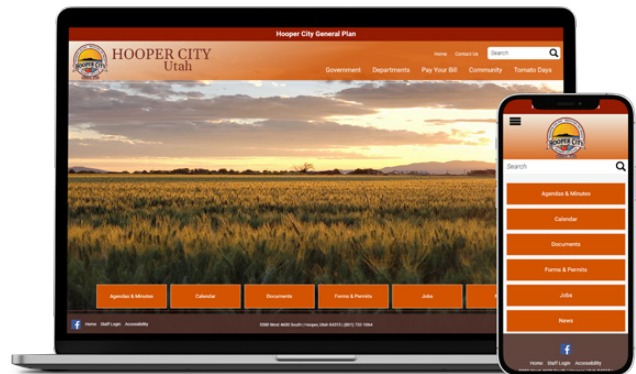
Premium Designs

The included design portfolio will provide you with an idea of the different directions we can take your creative design. Your art director will work with you to understand your municipality's needs and style.

Our Premium Designs are ideal for communities that want a professional, mobile-friendly design without the added expense of extensive custom design work. A Premium Design offers all the same features and functionality; any differences are website design related. Premium designs have fewer custom design elements, such as a non-scrolling site element, while still retaining enough design elements to make the site yours. Customize your logo, color palette menu, quick link layouts, and background images.



Livingston, California
cityoflivingston.org



Hooper City, Utah
hoopercity.com



Arkansas City, Kansas
arkcity.org

Ultimate Designs

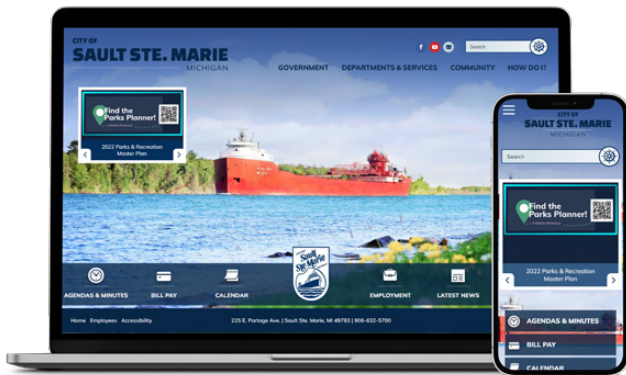
An Ultimate design allows you to start with a blank slate and provide optimal flexibility and design options for your new website. It is offered in both a scrolling and non-scrolling format. You will work with our designer to build a layout that uses our extensive widget library and add styling to give the site a unique look that fits your municipality.



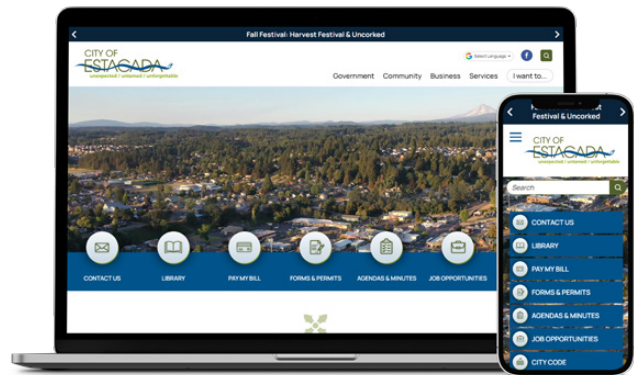
Clatsop County, Oregon
co.clatsop.or.us



Mission Springs Water District, California
mswd.org

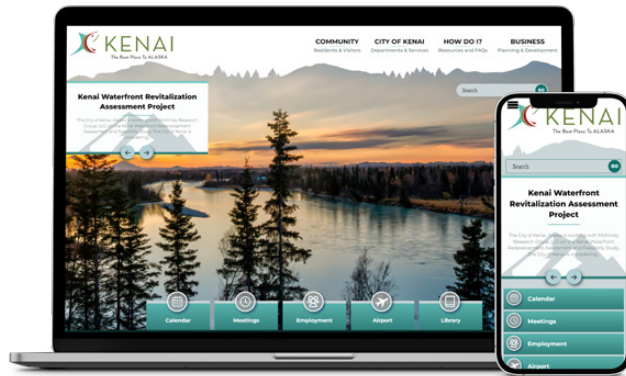


Sault Ste. Marie, Michigan
saultcity.com

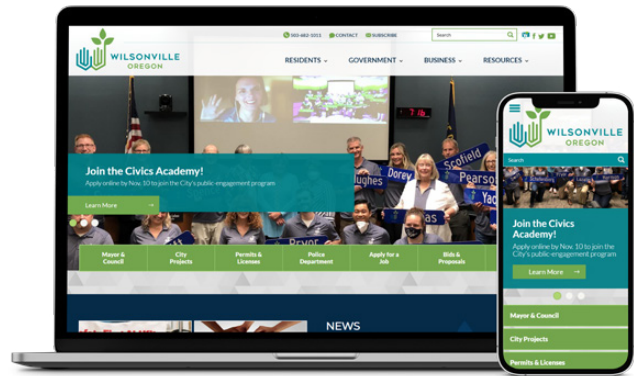


Estacada, Oregon
cityofestacada.org

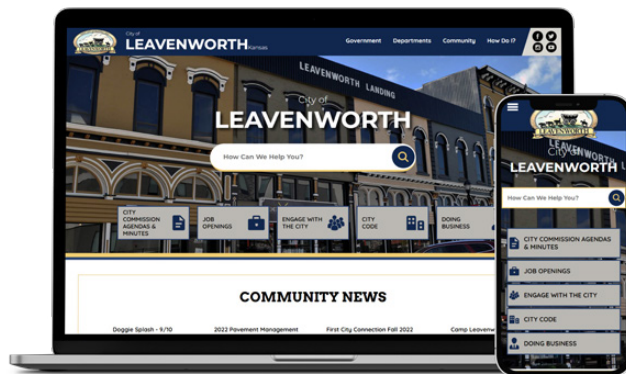




Kenai, Alaska
kenai.city



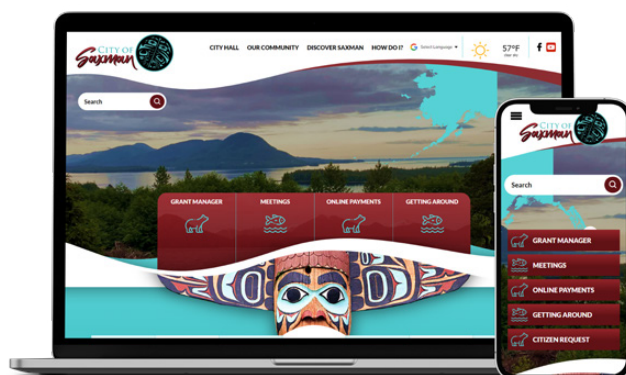
Wilsonville, Oregon
ci.wilsonville.or.us



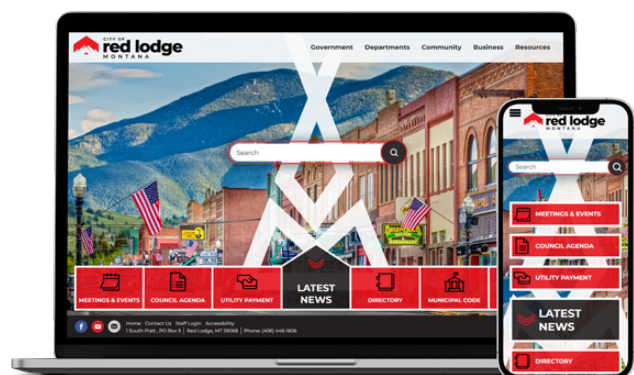
Leavenworth, Kansas
leavenworthks.org



Royal Palm Beach, Florida
royalpalmbeach.com



Saxman, Alaska
cityofsaxman.com



Red Lodge, Montana
cityofredlodge.net

CMS Features & Functionality

Our Municipal Websites Open are built using a CMS specifically for local governments and offers full feature sets for all your department's needs. Using CivicPlus for your website provides an excellent experience for both your staff and residents in the community. Granular permissions can allow each department to easily edit content and manage their residents' interactions.



We have the solution to the challenges you face with full feature sets for all your department needs!



Website Design Tailored to Your Needs



Hosting, Security, & Reporting



Modules That Provide Transparent Information



Resident Engagement Tools



Tools for Residents to Do Business Online



Convenient Access from Any Device



Intuitive & Easy to Use



Granular Permissions to Match Your Processes



ADA Compliance



Can Expand & Grow with Your Ever-Changing Needs

CivicPlus Website Features

WEBSITE DESIGN TAILORED TO YOUR NEEDS

Stunning Design – A professional art director will work closely with you to design a website that fits your municipality's style and needs.

Intuitive Site Navigation – Main navigation menu, via a mega menu or drop-down, keeps it simple to get to any page.

Image Displays – Interactive widgets that include photos and videos to showcase your community.



civicplus.com

Unlimited Number of Department Specific Pages (microsite) – A page specifically for an individual department/board that can automatically display department-specific information in the sidebar of your pages. This allows categorization and filtering by department and allows permissions to be department based.

Site Within a Site (subsite) – Add-on that allows any department/board or page to have an entirely different look and feel to match your department's style, while still being part of the same website and using the same backend CMS.

HOSTING, SECURITY, & REPORTING

Domain Management – CivicPlus can provide full-service domain hosting.

Secure Site Gateway – Every website receives an SSL certificate for your peace of mind.

Secure Login – Optimal security is available through Microsoft's Identity Server.

Single Sign On (SSO) – Ability to log into multiple CivicPlus products with the same login credentials.



Custom Identity Provider (IdP) – A custom IdP is available as an add-on through Azure AD, Okta, and ADFS.

CAPTCHA Secure – The CMS uses CAPTCHA technology to restrict auto-generated submissions.

Data Ownership – Customers always own the rights to all their data.

Audit Trail/History Logs – The CMS captures and stores a complete history of content postings.

Analytics and Reporting – Google Analytics provide web analytics and other reporting is available such as a broken links report.

MODULES THAT PROVIDE TRANSPARENT INFORMATION ON YOUR SITE

Advanced Calendaring – Create meetings and events to be displayed in calendars throughout your website. Residents can easily use our calendars with custom filters, multiple event views, and export capabilities.

Meetings and Agendas – Manually post meetings and agendas on the website with a built-in module. For advanced functionality, including automated agenda and packet generation and live meeting management, our integrated Agenda and Meeting Management product is available as an add-on.

Advanced Search in Your Website – Quickly search all pages and uploaded files across the website. Department-specific search options are also available.

News & Announcements – Display the most recent news on your home page or department pages.

FAQs – Easily show your most frequently asked questions and their corresponding answers.

Important Alerts – Prominently display urgent messages on the home page and/or department home pages to notify residents of time-sensitive information, such as closings or inclement weather warnings.

Document Center – Staff can upload and manage documents in one central repository.

Image Library – Store all your photos and graphical images in one central location for access by all applicable staff.



Staff Directory – Manage staff names and contact information in one central repository, and easily display applicable staff members on various pages.

Business Directory – As an optional add-on, this feature lists information about businesses within your community by category; businesses can also submit their information on a form to be approved by your staff before publishing.

Embedded Videos & iFrames – Embed Vimeo or YouTube videos or iFrame in third-party partners on any page.

Dynamic Site Map – Sitemap configuration that search engines can easily consume.

RESIDENT ENGAGEMENT TOOLS

Unlimited Email Subscriptions/Notifications – Allow residents to subscribe and receive email alerts for new website posts that interest them.

SMS Subscriptions/Notifications – This add-on feature allows residents to subscribe and receive SMS text messages for new website posts they're interested in.

RSS Feeds – RSS feeds are available for department updates, news, and urgent alerts.

TOOLS FOR RESIDENTS TO DO BUSINESS ONLINE

Requests, Feedback, and Submissions from Residents via Web Forms – Our fully customizable web forms allow for a variety of resident interaction. Form submissions can be automatically routed to a specific person or department. Common uses cases of our custom web forms include:

- Service Requests
- Contact Us
- Surveys and Polling
- Applications
- Suggestions, Complaints, and Tips

Interactive Maps – Provide a graphical representation of location-specific information shown on a map.

Job Postings and Applicants – Staff can post job openings, allowing residents to browse available jobs online and apply through an online form submission.

Payments – Citizens can make payments online through CivicPlus Pay (add-on) or you can iFrame or link out to another third-party payment system.

CONVENIENT ACCESS FROM ANY DEVICE

Responsive Design / Mobile Support – Your website design will be built to automatically adjust and scale so that it works well on all devices regardless of screen size, including wide screen monitors, tablets, and mobile devices.



INTUITIVE & EASY TO USE

Intuitive CMS – Easiest website editing with only a few clicks that's intuitive for even non-technical users.

Text and Image Editors – One WYSIWYG editor interface, similar to Microsoft Word, for all types of content, as well as an image editor to adjust focal points on photos.

Previewing – Edit pages to your liking before publishing to the live website.

Scheduling Options – Schedule content to automatically publish and unpublish on your site at a specific date and time.

Social Media Integrations – Quickly auto-post to Twitter and Facebook while you're adding content, news, or alerts to your website. Conversely, we often use iFrames to display your Twitter and/or Facebook feeds right on your website page. Our web pages also come equipped with built-in YouTube video players.

Versioning – All previous versions of pages are saved online, allowing you to view or re-publish at any time.

Google Translate – Translate content on your site to multiple languages, utilizing Google Translate, for ease of use for all residents.

Easy to Use Forms Builder – Feature-rich webform builder available for simple and advanced tasks, that when submitted can be routed to the appropriate people.



Content Efficiencies – Create and manage content once and have it display multiple places.

Tags/Views – All files can be easily found through filters of tags on items such as documents and images.

GRANULAR PERMISSIONS TO MATCH YOUR PROCESSES

Roles & Permissions – User accounts are assigned a role, granting the users specific levels of permissions within the CMS.

Department Specific Permissions – Permissions can be set so individuals have access to edit their own department's content (or multiple departments) without having to rely on an IT director or Administrator to make website changes for them.

Menu Manager – Department users can manage their own sub-menus, and advanced users control primary navigation and homepage components.

Private Page Permissions – Easily create private pages that are password protected with a log-in, for internal use.

Unlimited Users and Pages – Customers can add unlimited staff users and create unlimited pages to their website.

ADA COMPLIANCE

Start Compliant – The CivicPlus implementation team builds websites that are ADA WCAG 2.0 compliant.

Stay Compliant – Tools are built into the system to reduce the chances of violating ADA compliance guidelines, such as requiring an Alt Tag on photos that are uploaded. We offer our Monsido Web Governance program to provide a wide array of tools for maintaining the quality, ADA compliance, internal policy compliance, and optimal functionality of your site. And as a partner program, we can include AudioEye for automatic ADA remediation at a discounted rate.

Your CivicPlus Website Can Expand and Grow with Your Ever-Changing Needs

- Your new website will be built on the trusted Drupal platform.
- Full functionality is available with an unlimited number of uses to meet your needs now and in the future.
- Integration with CivicPlus product suites for many additional benefits. For example:
 - SSO, email notifications, text notifications (add-on), and a resident portal.
 - Access to add-on other integrated CivicPlus products such as service request, FOIA, social media archives, or mass emergency notification software.
- Free regular group trainings to continuously keep new staff trained.



Implementation

Project Timeline

Design creation, accessibility, usability guidance, content optimization, training - CivicPlus delivers all of this and more during the development of your new CivicPlus Municipal Websites Open. Your exact project timeline can vary based on the determined project scope, project enhancements purchased, your availability for meeting coordination, action item return and completion, adherence to approval deadlines, and other factors. Some of the phases listed here can overlap and occur concurrently.

Based on our experience, the estimated timeline for the successful completion of your website project is approximately 10-12 weeks. A finalized schedule will be compiled after we meet with you.

PHASE 1: ANALYZE REQUIREMENTS & REVIEW PLAN	3-4 Weeks	<ul style="list-style-type: none">• Website Assessment• Website Design Meeting• Project Manager Meeting
PHASE 2: DESIGN & BUILD	2 Weeks	<ul style="list-style-type: none">• Design Concept Creation & Approval (Ultimate designs)• Website Setup, Configuration, and Customization
PHASE 3: MIGRATE CONTENT	1-2 Weeks	<ul style="list-style-type: none">• Content Finalization & Departmental Review• Directory Pages/Staff Directory and Ordinances/Resolutions• If purchased: Projects, Commercial/Industrial Properties, Business Directory,
PHASE 4: STAFF TRAINING	2-3 Weeks	<ul style="list-style-type: none">• Flexible staff training schedule allows attendance over an extended timeframe, even allows individuals to repeat a session at their direction
PHASE 5: TESTING	1 Week	<ul style="list-style-type: none">• Functional Testing• Acceptance Testing
PHASE 6: GO LIVE	1 Week	<ul style="list-style-type: none">• Go Live



Approaching Your Project Implementation

Communication & Management

Communication between you and your CivicPlus team will be continuous throughout your project. Sharing input and feedback through email, virtual meetings, phone calls, and our project management software will keep all stakeholders involved and informed.

Cloud Coach offers task management transparency with a multi-level work breakdown structure and Gantt Chart-based project plan. Tasks, deliverables, and milestones are aligned to deliver your website in an optimal timeframe

Cloud Coach utilization, combined with regular check-ins with your project manager, provides ample opportunities to review project progress quickly and efficiently.



Phased Approach

PHASE 1: ANALYZE REQUIREMENTS & REVIEW PLAN

Website Assessment	CivicPlus will analyze your current website(s) to assess the existing navigation, features/functions, and content quality.
Website Design Meeting	<p>CivicPlus will conduct a design meeting with a customer- defined web advisory team. We recommend the advisory team be limited to a maximum of four members who will provide input regarding the overall design of the new website, including the site branding and high-level site navigation. The individual or team will review website version images provided by the designer.</p> <p>Deliverables: Website design specifications (graphic design, information)</p>
Project Manager Meeting	<p>CivicPlus assigns a qualified Project Manager to guide you through the Website Content build-out. They will assist you with determining the content to be migrated or developed. During your initial meeting they will discuss topics such as website menuing, domains & DNS, training approach, and a variety of other related website topics.</p> <p>Deliverables: Customer will develop an overall understanding of how the process will flow right through to Implementation.</p>

PHASE 2: DESIGN & BUILD

Design Concept Creation & Approval (Ultimate Designs)	<p>CivicPlus will complete concepts for the homepage. These concepts will incorporate all the graphical elements and layouts. You will select a concept after a series of iterative design revisions—up to six mockup revisions. You will officially sign-off on the final website design selected once it meets your expectations.</p> <p>Deliverables: Design concepts, Finalized design (Adobe XD)</p>
Website Setup, Configuration, & Customization	<p>CivicPlus will create a fully functional website that includes the elements described in this proposal.</p> <p>CivicPlus will finalize the remaining components within the approved design and navigation as part of the website setup.</p> <p>Deliverables: Functional website setup, Content migration initiated</p>

PHASE 3: MIGRATE CONTENT

Content Finalization & Departmental Review	<p>CivicPlus will migrate all content for your staff to review and finalize before go-live. See the pricing section for the specific number of included pages.</p> <p>Deliverables: Content creation and migration, Homepage and Departmental content review</p>
Directory Pages Staff Directory, Projects, Commercial/Industrial Properties, Business Directory, Ordinances/Resolutions	<p>Depending upon website options selected and the volume of data CivicPlus may provide you with a custom Microsoft Excel template to complete to allow for auto-importing.</p> <p>Deliverables: Content creation and migration, Departmental content signoff</p>
Agenda & Minutes Migration	<p>The Content Development Team will download, upload, and organize an agreed upon number of meetings to the Agenda Center module.</p>

PHASE 4: STAFF TRAINING

Staff Training

Throughout the development and after launch, you and your team can access on-demand training, resources, and educational opportunities. Our initial training is offered online to administrators and content contributors. Individuals can attend training sessions over 3–4-week period prior to going live. During this time, you have the option of repeating any session as desired. Our flexible scheduling of sessions will make it easier to fit training into your weekly schedule.

Deliverables: Online Training with a Qualified Instructor, Video Conference, Videos and User guides

PHASE 5: TESTING

Functional Testing

CivicPlus will perform a series of tests across multiple browsers and operating system versions to confirm site functionality and all features documented in this proposal.

Deliverables: Complete and Comprehensive Testing

Acceptance Testing

A standard webpage is defined as one that contains a title, body text, and up to five links, file attachments, or images. We will provide a custom quote if you require migration of more complex pages.

Deliverables: Site acceptance by customer

PHASE 6: GO LIVE

Go Live

We will work with you to make the appropriate Domain and DNS entry changes to initiate the process of making the new site available on the internet. Once the website is Live we will transition you to our Technical Support organization for the best post-implementation experience.

Deliverables: Final Website – Live!



M³ Integratable Meetings Management Migration & Server Configuration

Setting You Up for Immediate & Future Public Meetings Success

Systematically and accurately migrate up to five years of meetings PDF documents into your website's Meetings Directory (agendas, packets, minutes). The Meetings Directory, along with the website Calendar, is easy to manage and update within the CMS dashboard. It is also uniquely engineered to seamlessly integrate with the CivicPlus Agenda and Meeting Management solution which further integrates with our Codification solution. It is important to set this up properly on day one for optimal transparency, search, and as a foundation for future meetings management optimization.

Your Role During Implementation

A smooth, on-time deployment is dependent on the customer's participation, providing timely information and approving proofs quickly.

- The customer will make available relevant images, photos, logos, colors, and other branding material as well as an inventory of existing applications, websites, and content at the start of this effort and create new content copy as needed.
- The customer will assign a single point of contact that will be responsible for coordinating the schedules of other project stakeholders.
- The customer will review any deliverables requiring formal approval within five business days and return all comments and issues at or before those five days have elapsed.
- The customer will assign one person who will act as the ultimate decision-maker in the case where consensus among the team cannot be reached.
- The customer must agree to the applicable terms of services for Google-related services such as Google Analytics and Google Maps to access those features. CivicPlus is not responsible for Google's decisions related to discontinuing services or changing current APIs.



Continuing Services

Technical Support & Services

With technology, unlimited support is crucial. Our live technical support engineers based in North America are ready to answer your staff members' questions and ensure their confidence. CivicPlus' support team is available 7 a.m. – 7 p.m. CST to assist with any questions or concerns regarding the technical functionality and usage of your new website.

CivicPlus Technical Support will provide a toll-free number as well as an online email support system for users to submit technical issues or questions. Emergency technical support is available 24/7 for designated, named points-of-contact, with members of CivicPlus' support teams available for urgent requests.

Support at a Glance

- Technical support engineers available 7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)
- Accessible via phone and email
- 4-hour response during normal hours
- 24/7 emergency technical support for named points of contact
- Dedicated customer success manager
- Online self-service help with the CivicPlus Help Center (civicplus.help)

AWARD-WINNING



CivicPlus has been honored with two Gold Stevie® Awards, three Silver Stevie® Awards, and seven Bronze Stevie® Awards in the categories of Front-Line Customer Service Team of the Year – Technology Industries, Customer Service Training or Coaching Program of the Year – Technology Industries, Customer Service Department of the Year – Computer Software – Up to 1,000 Employees, Most Valuable Response by a Customer Service Team (COVID-19), Best Customer Satisfaction Strategy, and Remote Customer Service Innovation of the Year. The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

CIVICPLUS HELP CENTER

CivicPlus customers have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated Knowledge Management Team to ensure we are providing the information and resources you need to optimize your solution. In addition, the Help Center provides our release notes to keep your staff informed of upcoming enhancements and maintenance.



CONTINUING PARTNERSHIP

We won't disappear after your website is launched. You'll be assigned a dedicated customer success manager. They will partner with you by providing information on best practices and how to utilize the tools of your new system to most effectively engage your residents.

MAINTENANCE

CivicPlus is responsible for all ongoing maintenance. This includes various security and other patches provided by the greater Drupal community, as well as any module updates provided by the module maintainers. We also provide ongoing development of our CMS with releases of new functionalities and features usually on a quarterly basis.

Hosting & Security

CivicPlus protects your investment and takes hosting and security of our customers' websites sites seriously. Redundant power sources and internet access ensure consistent and stable connections. You'll find that our extensive, industry-leading process and procedures for protecting and hosting your website are unparalleled. From our secure data center facilities to constant and vigilant monitoring and updating of your system, including 99.9% guaranteed up-time (excluding maintenance).

Your new website will be hosted by CivicPlus in conjunction with a third-party managed solution, Acquia, a software as a service provider specializing in the Drupal Platform ([acquia.com](https://www.acquia.com)). Acquia Cloud is built on AWS infrastructure using a High Availability architecture across AWS Availability Zones. The CivicPlus platform is multi-tiered with its load balancers, application, database, and a file system each on separate tiers. Multi-tier infrastructure has resiliency, performance, scalability, and security advantages over a single-tier system. This will allow CivicPlus to maintain greater control over hacking attempts and DDoS attacks and provide an easy pathway for us to implement feature upgrades and service patches.

Your website will be protected by several yearly industry audit certifications. Your infrastructure will also be protected from downtime via horizontal and vertical scaling capabilities that can handle as much traffic as is needed at any time. Please reach out if you would like more information on our audit certifications, infrastructure methodologies, hardware specifications, or any other aspect of the hosting and security of your new website.



Project Costs

Features & Functionality

- CivicPlus Municipal Website
- Unlimited user licenses
- Unlimited staff page creation ability

Implementation

- Premium/Ultimate Design
- Up to 150 pages Content Migration
- Pre-scheduled weekly training sessions allow you to register and attend sessions to fit your schedule

Annual Recurring Services

- Hosting & Security
- Software maintenance including service patches & system enhancements
- 24/7 Technical support
- Free monthly training webinars
- Access to the CivicPlus Help Center with click-through tutorials
- Dedicated customer success manager

M³ Integratable Meetings

Management Migration & Server Configuration

- Migrate up to 5 years of meetings PDFs to Meetings Directory

	Premium Design	Ultimate Design
One-Time Implementation Fee	No Fee	No Fee
M ³ Integratable Meetings Management Migration & Server Configuration	\$850 One-Time	\$850 One-Time
Hosting & Support Annual Fee	\$3,795	\$4,758
	20% Discount on Annual Fees If a CivicPlus Customer for Agenda and Meeting Management <u>AND</u> Codification	
	10% Discount on Annual Fees If a CivicPlus Customer for Agenda and Meeting Management <u>OR</u> Codification	



Optional Enhancements

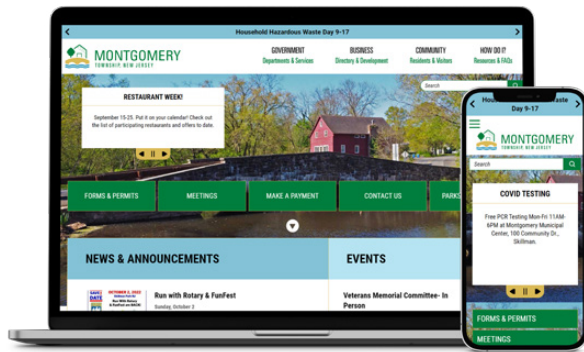
Optional Items	Cost
Business Directory	\$825 / year
Projects Directory	\$385 / year
Properties Directory	\$385 / year
Parks Directory	\$385 / year
Bids and RFPs	\$220 / year
Specialty Subsites	\$1,650 / year
Website Redesign Every Fourth Year (Ultimate Package Only)	\$825 / year
Chatbot for Residents	\$2,750 / year
Text Messaging (up to 20,000 SMS texts included)	\$550 / year
CivicPlus Pay	\$3,000 one-time \$1,785 / year
Additional Pages of Content Migration (150 pages and 3 years of meetings are migrated as a part of the base price)	\$250 / 50 pages



Specialty Subsite Graphic Designs

We also offer the option of having graphic designs for subsites that require specialized branding. These specialty subsites leverage your content management system and database, enabling the same functionality as your primary website with a unique look and feel.

Montgomery Township, New Jersey - Parks & Recreation Subsite



montgomerynj.gov

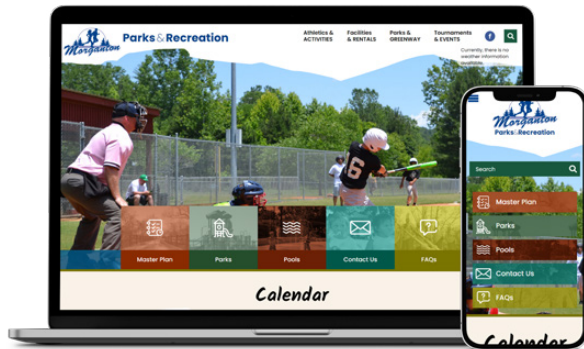


montgomerynj.gov/parksrec

Morganton, North Carolina – Parks & Recreation Subsite & Downtown Subsite



morgantonnc.gov



morgantonparksandrec.com/parksrec



downtownmorganton.com/main-street

Invoicing Details

- 100% of Year 1 costs upon contract signing.
- Annual recurring Services shall be invoiced on the start date of each Renewal Term.
- Annual Recurring Services shall be subject to a 5% annual increase beginning in Year 2 of service.
- All invoices are due within 30 days of the date of such invoice.

If the payment schedule and terms noted above does not meet your needs, please discuss with us so that we can try to accommodate your goals.

Proposal as Non-Binding Document

A successful project begins with a contract that meets the needs of both parties. This proposal is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available.

A formal, summarized Statement of Work that delineates your chosen project scope will be provided for your review and final signature.

If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements before a final agreement is reached. We look forward to developing a mutually beneficial contract with you.

Additional Solutions & Services

Our Civic Experience Platform provides a bridge between citizens and governments for positive interactions. We offer the following solutions and services for our customers:

- Meetings and Agenda Management
- Codification (Municode)
- Emergency and Mass Notifications
- Parks and Recreation Management
- 311 and CRM
- Process Automation and Digital Services
- Public Works
- Fire and Life Safety Inspections
- Planning, Permitting, Licensing, and Code Enforcement
- Web Governance and ADA Remediation (ADA Compliance, Quality Assurance, Internal Policy Compliance, Site Functionality Optimization)
- Social Media Archiving
- FOIA Management

Visit our [website](#) or reach out to your Account Executive for additional information, a schedule a demo, or to obtain a quote.



8. Water Treatment Plant – Hear an update regarding the repairs to the Water Treatment Plant.

S. A. MERCER, P.E., INC.

P. O. BOX 777 / 804 APOLLO DRIVE
EDNA, TEXAS 77957
PH: (361) 782-7168 FAX: (361) 782-7706

Firm Registration No. F-9664

December 6, 2024

City of Seadrift
City Hall
501 S. Main
Seadrift, Texas 77983

Attention: Mayor ProTem and Council

RE: Report of Findings at Water Plant

The undersigned was authorized to review the condition of the water plant facilities in the City of Seadrift. Here are our comments:

1. This report is not composed to lodge any kind of accusation of lack of performance of any individual or individuals. Rather, please note that when we are asked to review problems such as you have here, we find that there is often as much challenge in the unwillingness of the authorities to spend money for repairs or required improvements as there is in an unwillingness on the part of staff to perform regular maintenance.
2. There are specific requirements placed on water systems by the agency known as the Texas Commission on Environmental Quality. We believe that some parts of your water system may be marginal when compared to the TCEQ standards. You would be wise to have a complete review of the sizing of all parts of your system, in view of what adjustments may have been made in order to have your RO system operational. I currently do not yet have all of the pertinent information. As an example, we note that the standards require hydropneumatic tank storage capacity of almost 25,000 gallons for your 1177 active and potential connections. We will need to verify the size of your two tanks to see if they comply.
3. The Water Production System in Seadrift is "unconventional," using special techniques to remove impurities from water and make it usable for normal purposes. The process is described as "Reverse Osmosis" (RO). Only a small fraction of systems in use today are Reverse Osmosis. RO systems require membranes, application of high pressure, and precise management of all parts of the system.
4. Port O'Connor has a new RO system going in service in few weeks. I understand that an interlocutory agreement between Port O'Connor Improvement District and the City of Seadrift is being discussed. It will be to your benefit for you to share critical personnel in time of need.

5. RO systems require large initial capital outlay as well as seriously large maintenance costs that MUST be funded in order to have a stable water supply. Without infrastructure—without stable water supply—you do not have a community, and you will not have a desirable place to live.
6. The existing RO system being used in Seadrift consists of two units that are now 25 years old. Typical design life is 20 years. Overall condition right now of the original two units (before work presently authorized to Alpha for rebuild) is such that the processing capacity currently is less than the peak rate of water usage on a summer day. You could have been in a bind in case of a fire or line break that would tend to empty your ground storage tanks.
7. The work presently authorized will only refresh the RO units themselves. That work will not refresh the electronic controls for the RO system. MCI has kept the system in operation with maintenance on demand for the last twenty years. The controls contain several obsolete and/or non-replaceable items. Some parts (especially those designated for automatic operation) are presently non-functional and the plant requires manual activation.
8. You presently have a third RO system installed around 2012 that has been mothballed for several years. With the age of the original installations, you should seriously consider spending the money to get the third system up and running again. The added capacity can serve as insurance against a catastrophic failure of one of the two original units. We encourage the City to immediately seek a review of the potential problems with the third RO unit and provide a price to restore its operation.
9. The rest of the water plant installation consists of ground storage tanks, delivery pumps, hydropneumatic pressure vessels, chlorination equipment, and the automatic controls to operate all of that equipment. You also have two wells controlled by the water plant. One of the wells is nearby on the plant site, and the other is several blocks away and controlled by a radio link. You also have a standby generator to operate the plant when commercial power disappears.
10. There are challenges from age and from disrepair in all parts of the rest of the water plant components. Looking at each section:
 11. The five ground storage tanks vary in conditions. One is out of service and may or may not be reparable. Two are fairly new. One of the older ones has a leak on the fill piping. You have asked Mercer Construction to review the tank that is out of service.
 12. The fill line to the ground storage tanks has had several of its restraint clamps removed. A sudden pressure shock on the fill line could possibly move the line enough to disconnect it, preventing any water from entering the tanks.

13. The booster pumps that deliver water to the customers are apparently the victim of improper sizing at the time the plant was built. They were manufactured to operate a system at approximately 70 psi, which would place much of your older piping at risk. One pump (the “jockey” pump) is so heavily overloaded that fans are used to keep the motor cool. It may have the wrong impeller internally. One of the two large pumps has a bad motor. A second large pump has a defective check valve. The large pump that is operable seriously overloads its motor, suggesting that the wrong impeller may have been installed as a replacement at one time. Your staff believes that the impellers are worn and need replacement. We often find that the advice provided by vendors who replace pumps is not trustworthy. The operation of these pumps is critical, and the problems with the pumps should be rectified as soon as possible. You have authorized this work.

14. The controls that operate the booster pumps have a visual tool known as a “sight glass” that is so obscured by internal deposits that it is of little value in identifying how much water is in the hydropneumatic tanks. A proposal has been presented by Mercer Controls to provide an up-to-date control system with easier operation than you now have. The proposal offers better pressure control than you now have. Much of your old control hardware has become obsolete over the years. A small part has already been upgraded. You have authorized this work.

15. Some parts of the current proposal from Mercer Controls may need to be revised based on the discoveries made in the last few days.

16. You have had the use in the past of a chart recorder in the water plant to be able to track the water delivery from the wells. That chart recorder is non-functional.

17. We have noted that the two hydropneumatic tanks have serious rust beginning around the outlet nozzles. Corrective welding and paint repair are required. We do not have the information on the history of inspections, but there is supposed to have been a periodical inspection of the inside of the tanks every five years. Installation of an elevated tank will allow the hydropneumatic tanks to be retired.

18. A reverse osmosis system always has a percentage waste of water. Reviewing the figures of pumpage and sales, we find a serious discrepancy. As much as 40 per cent more water is pumped from the wells than is being delivered to the customers. That is unusual. There may be serious leaks; there may be meters out of calibration; or there may be a check valve that is allowing reverse flow. The discrepancy is a reportable item to TCEQ and should be addressed promptly.

19. RO systems often are equipped with filters and degassing tanks. Your original system had both, but both have been out of service for quite some time. A review of correspondence with TCEQ and a review of your water quality should be done in order to verify whether those two functions need to be restored.

20. There is a standby generator at the water plant which should provide adequate water at those times when the commercial power is unavailable..However, the automatic transfer switch that starts and loads the generator in emergencies has had a fire in one of its wiring harnesses, possibly causing the loss of a circuit card. It will be difficult to repair the unit, and replacement is the best option.

21. The standby generator itself has been difficult to keep repaired. We note that the City has recently engaged the services of the manufacturer's contract repair shop to come and tend to both the automatic transfer switch and the generator.

22. The two wells that furnish water to the city could probably benefit from a capacity test.

23. Operator training must be reinforced periodically.

* * *

Summary:

Your water system is in urgent need of repairs and upgrades. A list of priorities and cost estimates is part of this report.

You may choose to have repairs and upgrades performed on a force-account or emergency basis, especially when like-for-like replacements are done.

You may choose to use the services of a Professional Engineer, either to prepare formal bid documents or to shepherd and manage the needed requirements. An engineering fee would be appropriate.

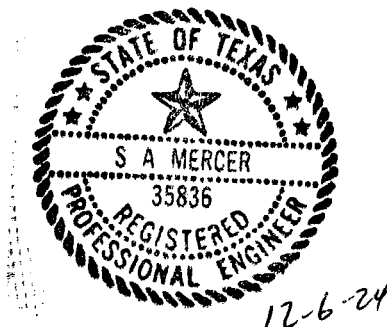
Respectively Submitted,

S. A. Mercer, P.E., Inc.



S. A. Mercer, P.E.

SAM/cgm



Seadrift : Priorities

First and most urgent

- 1A. Repair water delivery pumping system and upgrade controls (approved by City Council on November 12th) Est. \$56,000.00
- 1B. Research maintenance records and operating permit. Determine whether filters and degassers need to be restored. Est. \$2,000.00
- 1C. Obtain performance testing of both wells Est. \$3,000.00
- 1D. Commit to restoring operation on RO System Train 3 Est. 25,000.00 - \$50,000.00
- 1E. Upgrade controls for RO systems Est. \$30,000.00
- 1F. Determine reason for discrepancy in pumpage Est. \$5,000.00
- 1G. Repair generator and transfer switch (In process) Est. \$5,000.00 - \$10,000.00

TOTAL EST. \$126,000.00 - \$156,000.00

Lower Priority

2A. Refresh chlorination system	Est. \$5,000.00
2B. Repair #1 Ground Storage Tank if possible. Repair leak on piping.	Est. \$10,000.00 - \$20,000.00
2C. Replace restraint straps on pipes.	Est. \$1,500.00
2D. Replace Jockey pump with third 40-Hp pump [Scheduled in Elevated Tank installation].	Est. \$25,000.00
2E. Inspect/Repair/Repaint two hydropneumatic tanks.	Est. \$20,000.00 - \$30,000.00
2F. Replace Chart Recorder	Est. \$5,000.00
2G. Replace all old and/or obsolete motor starting equipment.	Est. \$50,000.00
2H. Restore filter operation and/or degasser operation, if needed.	Est. \$25,000.00 - \$100,000.00
2I. Upgrade booster pump starting equipment to Variable Frequency Drives, allowing softer pump starts and stops and including the ability to supply water when the proposed Elevated storage tank or the current pressure vessels are out of service. Equipment to prevent hard starts and stops is now required by TCEQ on new installations.	Est. \$40,000.00
TOTAL EST.	\$141,500.00 - \$251,500.00

9. Contract with Rene's Water Operations –
Review, Discuss, Consider, Take any action to authorize the City to enter into an agreement/contract with Rene's Water Operations for various duties that will be performed at the Water Treatment Plant and pay any expenses out of Line #49.

10. Variance Request - Discuss, Review, Consider, Take any action regarding a variance request from the property owner on 414 S. Main St. for an 8-foot extension variance for a front porch. (Charles J. Huckabee)

DRAFT
AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF CALHOUN

Before me, the undersigned Notary Public, appeared Charles J. Huckabee, who stated as follows:

I am the property owner at 414 Main Street, Seadrift, Texas. I have requested a variance to enable me to build a front porch on my residence at that address. On behalf of myself, my heirs, and my assigns, I acknowledge that: (1) the front porch I intend to build will be partly or wholly on land owned by the City of Seadrift and/or land on which the City of Seadrift owns an easement; (2) by granting this request, City of Seadrift does not abandon, or transfer to me, any ownership interest in the land on which I may build the front porch; (3) the City of Seadrift will never be estopped from asserting any ownership interest in the land on which I may build the front porch; (4) neither I, my heirs, nor assigns will ever acquire ownership by adverse possession of the land on which I may build the front porch; and (5) upon request of the City of Seadrift, I, my heirs, or assigns, will promptly and at my or their expense demolish the front porch and clear the land that the City of Seadrift owns or on which it has an easement.

CHARLES J. HUCKABEE

Acknowledged before me on this ____ day of December, 2024, by Charles J. Huckabee.

NOTARY PUBLIC

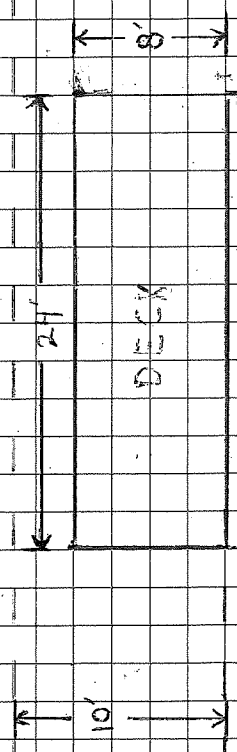
414 S. MAIN

← NORTH

MAIN STREET

T.P.
OK

T.P.
OK



DECK

HOUSE

Sidewalk

International Residential Code

IRC APPENDIX U

Same as IRC '0'

ECOPY

PROPERTY BUILDING LINE SETBACKS

COMMERCIAL BUILDINGS – NON RESIDENTIAL - NO LIVING QUARTERS:

Setback is determined by Use, Occupancy and Location. Initial determination to be made by Building Official.

- 15 feet **or more** from Front Street Property Line
- 10 feet **or more** from Side Street Property Line
- 5 feet **or more** from Adjacent Property Line – side: OR variance as needed
- 5 feet **or more** from Adjacent Alley Property Line – easement
- Greater distances may be required depending on type of structure, business use, types of vehicles to be used, parking area and etc.
- Any request for a variance from Building Official's determination must be appealed to City Council.

RESIDENTIAL STRUCTURES, ATTACHED-DETACHED GARAGES, Manufactured Homes, Portable Buildings, RV's and other structures on individual lots:

INTERIOR Lots: Requires a variance if less setback is requested:

- 15 feet from Front Street Property Line
- 5 feet from Adjacent Property Line – side
- 5 feet from Alley Property Line – easement

CORNER Lots: Requires a variance if less setback is requested:

- 15 feet from Front Street Property Line
- 10 feet from Side Street Property Line
- 5 feet from Adjacent Property Line – side
- 5 feet from Alley Property Line – easement

ODD Shape Lots: Variances may be requested within reason:

- 15 feet from Front Street Property Line
- 10 feet from Side Street Property Line – If corner lot
- 5 feet from Adjacent property line – side
- 5 feet from Alley property line – easement

EXISTING HISTORICAL & PLATTED Bldg Limits/Set Backs: Subdivisions & Additions

- Harbor View: as platted: FRONT: 10.41 ft SIDE: 3.66 ft
 - Henderson Addition – as built & designed
 - Bay View Addition – as built & designed
 - SandHill Landing: as platted: FRONT 15 ft; SIDE 5 ft; CORNER 10 ft; REAR 10 ft
- ◊ NOTE: Block 1 Lot 3 has additional easement spacing
- ◊ NOTE: Block 2 Lot 5 has additional easement spacing

VARIANCES:

- Any request for a variance from Building Official's determination must be appealed to City Council.

SURVEYS:

- IF property lines cannot be readily determined for setback determinations, a survey of the property may be required.

11. Replat Request for Block 24, Lots 8 & 9 – Review, Discuss, Consider, Take any action to preliminary approve or deny a request to replat Block 24, Lots 8 & 9. (John Monford)

From: john monford <monfordmanor@att.net>
Sent: Friday, November 22, 2024 10:26 AM
To: Gabriela Torres
Subject: 305 W Dallas Ave lot size variance

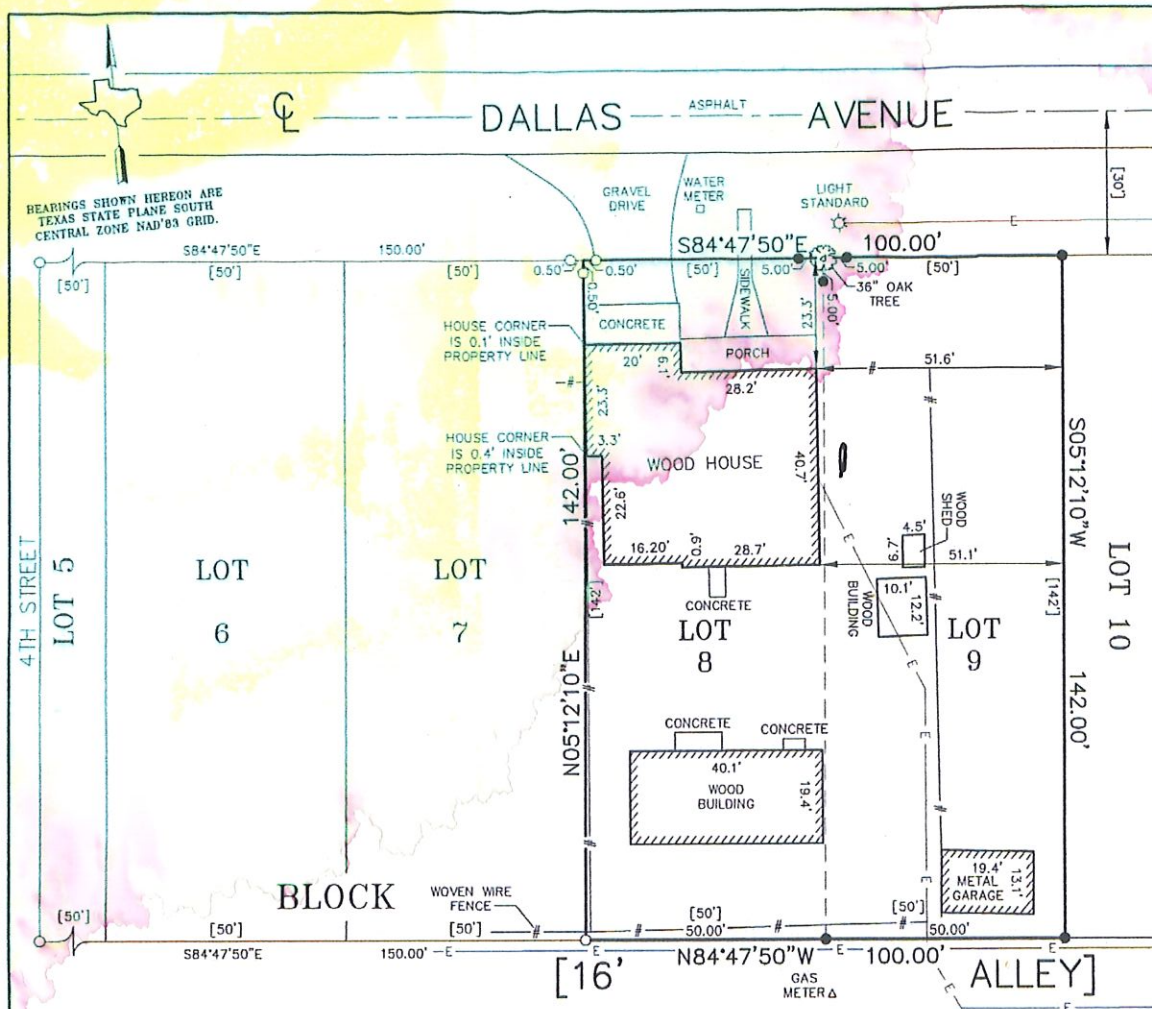
Follow Up Flag: Follow up
Flag Status: Flagged

Dear Ms. Torres:

Please forward to City Council the request to alter the lot boundaries for Lots 8 & 9, owned by Monford Manor, Inc.
We wish to replat and add 6' to Lot 8, thereby subtracting that 6' from Lot 9.

Thank you, John Monford of Monford Manor, Inc.

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



305 WEST DALLAS AVENUE

SURVEY PLAT SHOWING
LOT 8 & LOT 9 IN BLOCK 24 OF THE
SEADRIFT TOWNSITE
VOLUME Z, PAGE 4 OF THE
CALHOUN COUNTY PLAT RECORDS
JOSE FELIX DE LA FUENTES SURVEY
ABSTRACT NO. 13
CALHOUN COUNTY, TEXAS

MONFORD MANOR, INC.

G & W ENGINEERS, INC.

ENGINEERING SURVEYING PLANNING



205 W. LIVE OAK STREET
PORT LAVACA, TEXAS 77979
TBPELS FIRM NO.: 10022100
(361) 552-4509 PORT LAVACA

FLOOD DATA

ACCORDING TO THE APPROXIMATE SCALE OF THE
NATIONAL FLOOD INSURANCE RATE MAP, COMMUNITY
PANEL NO. 48057C 0340 E, REVISED OCTOBER 16,
2014, THIS PROPERTY IS LOCATED IN ZONE X.

LEGEND

- EXISTING 5/8" IRON ROD
- SET 5/8" IRON ROD WITH PLASTIC CAP
- E— OVERHEAD POWERLINE
- #— EXISTING CHAINLINK FENCE UNLESS NOTED
- [] PLAT OR DEED CALL

I, HENRY A. DANYSH, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON REPRESENTS THE RESULT OF A SURVEY MADE ON THE GROUND UNDER MY DIRECTION ON FEBRUARY 7, 2024.

G & W ENGINEERS, INC.
HENRY A. DANYSH
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5088



**CITY OF SEADRIFT
SUBDIVISION ORDINANCE
BC-03**

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

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

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

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

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

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

SECTION 2: WITHOLDING IMPROVEMENTS

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

SECTION 3: DEFINITIONS

- A. City means the City of Seadrift, Texas
- B. City Council means the elected Mayor and Council members of the City of Seadrift, Texas
- C. Building Official means the appointed official responsible for issuing Building Permits.
- D. Public Works Director means the appointed official over city streets, drainage and utilities.
- E. Extraterritorial Jurisdiction means the area extending ½ mile in all directions from the City Limits.

SECTION 4: RE-PLATTING EXISTING LOTS OR TRACTS

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

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

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

SECTION 5: PROCEDURES FOR SUBDIVISION

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

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

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

SECTION 6: ANNEXATION

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

SECTION 7: LAND STUDY

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

12. 1912 Minute Book Restoration – Review, Discuss, Consider, Take any action to allocate funds from the Hotel-Motel Tax Funds to the restoration and scanning of the City of Seadrift’s 1912 Minute Book. (Gabriela Torres)



Bella Becho Book & Print Bindery
2421 Hurfus Drive
Houston, TX 77092 US
+17138808294
sales@bellabecho.com
www.bellabecho.com

Invoice

BILL TO

Gabriela Torres
City of Seadrift
P.O. Box 159
Seadrift, Texas 77983

SHIP TO

Gabriela Torres
City of Seadrift
P.O. Box 159
Seadrift, Texas 77983

INVOICE #	DATE	TOTAL DUE	TERMS	ENCLOSED
14670	11/27/2024	\$5,798.90	as agreed	

CUSTOMER PHONE

(361) 333-1412

CUSTOMER EMAIL

g.torres@seadrifftx.org

DATE	PRODUCT/SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Book Rebinding (New Cover)	hard cover	1	386.00	386.00T
	Specialty Covers (Cowhide)	Umbiquity Brown	1	146.00	146.00T
	scanning	estimated 600 pages @5.00 (may need to adjust number of pages)	600	5.00	3,000.00T
	labor	mounting TBD (estimated)	1	550.00	550.00T
	Tissue (Full)	TBD (estimated min of 40 @26 per page) (may need to adjust number of pages to be tissue)	40	26.00	1,040.00T
	Spine Bands	large	5	36.00	180.00T
	Rule Lines	double	5	26.00	130.00T
	Endsheets (Custom)	marbled front/back	2	45.00	90.00T
	Foil Stamping Name/Text	Mockup will be provided prior to stamping on spine. mockup will include title, reference City of Seadrift and dates 1912-1952	9	12.00	108.00T
	Book Rebinding (New Cover)	3% convenience fee	1	168.90	168.90T

Customer will provide sales tax exemption documentation.
This invoice includes a 3% convenience fee if paying by credit card. If paying by check or money order, the balance due is \$5,630.00 with sales tax exemption documents.
Thank you for your business! Proudly made in the U.S.A.

SUBTOTAL	5,798.90
TAX	0.00
TOTAL	5,798.90
BALANCE DUE	\$5,798.90

13. TCEQ RESTORE Project #33242:

Westend Improvement Grant Project – Review, Discuss, Consider, Take any action to authorize payment of the following invoices when funds are received:

- a. GrantWorks invoice# 002 for \$10,800
- b. G&W Engineering invoice# 9697.090-0724 for \$1,485
- c. G&W Engineering invoice# 9697.090-0924 for \$1,980
- d. Shirley & Sons Pay Application #1 for \$104,053.50
- e. Shirley & Sons Pay Application #2 for \$50,458.50
- f. Shirley & Sons Pay Application #3 for \$21,442.50

City of Seadrift
 Attention: Gabriela Torres, City Secretary
 501 S. Main
 Seadrift, Texas 77983-0159

Service Description	Amount
Administration Milestone 2 - 25% of Grant funds Requested and Administration Activities to Date	\$4,050.00
Administration Milestone 3 - 50% of Grant funds Requested and Administration Activities to Date	\$6,750.00
Subtotal	\$10,800.00
Amount Due This Invoice	\$10,800.00

Invoice Summary

Total Contract Amount	\$27,000.00
Amount Previously Invoiced	\$6,750.00
Amount Due This Invoice	\$10,800.00
Remaining Balance	\$9,450.00

Thank you for your business!
 Karen Blaney

Please remit payment by check to GrantWorks, Inc. at the address above.

INVOICE

Job # 9697.090-0724

August 12, 2024

City of Seadrift
P.O. Box 159
Seadrift, Texas 77983

AUTHORIZED BY CITY COUNCIL/MAYOR

Professional services provided between February 5, 2024 and August 4, 2024 associated with the 2022 TCEQ RESTORE Contract No. 582-22-33342 for the A. D. Powers Bayfront Boat Ramp Improvements Project.

ITEMS	FEE	PREVIOUSLY COMPLETED	CURRENT BILLING	COMPLETED TO DATE	% COMPLETE
Design & Bid	\$21,450.00	\$21,450.00		\$21,450.00	100%
Construction	\$9,900.00		\$1,485.00	\$1,485.00	15%
As-Builts/COCC	\$1,650.00			\$0.00	0%
TOTAL	\$33,000.00	\$21,450.00	\$1,485.00	\$22,935.00	70%

ADDITIONAL WORK					
ITEMS	FEE	PREVIOUSLY COMPLETED	CURRENT BILLING	COMPLETED TO DATE	% COMPLETE
Invitation to Bid - Port Lavaca Wave	\$390.00	\$390.00		\$390.00	100%
TOTAL	\$390.00	\$390.00	\$0.00	\$390.00	100%

TOTAL AMOUNT DUE THIS INVOICE:

\$1,485.00

Thank you for the opportunity to have been of service in this matter.


Scott Mason, P.E.
Project Manager

INVOICE

Job # 9697.090-0924

October 7, 2024

City of Seadrift
P.O. Box 159
Seadrift, Texas 77983

AUTHORIZED BY CITY COUNCIL/MAYOR

Professional services provided between August 5, 2024 and September 29, 2024 associated with the 2022 TCEQ RESTORE Contract No. 582-22-33342 for the A. D. Powers Bayfront Boat Ramp Improvements Project.

ITEMS	FEE	PREVIOUSLY COMPLETED	CURRENT BILLING	COMPLETED TO DATE	% COMPLETE
Design & Bid	\$21,450.00	\$21,450.00		\$21,450.00	100%
Construction	\$9,900.00	\$1,485.00	\$1,980.00	\$3,465.00	35%
As-Builts/COCC	\$1,650.00			\$0.00	0%
TOTAL	\$33,000.00	\$22,935.00	\$1,980.00	\$24,915.00	76%

ADDITIONAL WORK					
ITEMS	FEE	PREVIOUSLY COMPLETED	CURRENT BILLING	COMPLETED TO DATE	% COMPLETE
Invitation to Bid - Port Lavaca Wave	\$390.00	\$390.00		\$390.00	100%
TOTAL	\$390.00	\$390.00	\$0.00	\$390.00	100%

TOTAL AMOUNT DUE THIS INVOICE:

\$1,980.00

Thank you for the opportunity to have been of service in this matter.


Scott Mason, P.E.
Project Manager

G&W ENGINEERS, INC.

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

November 6, 2024

Tracey Johnson, Mayor Pro-Tem
City of Seadrift
P.O. Box 159
Seadrift, Texas 77983

RE: RECOMMENDATION OF PAYMENT NO. 1
Restore A. D. Powers Bayfront Park West End Improvements for the City of Seadrift –
TCEQ Contract No. 582-22-33342

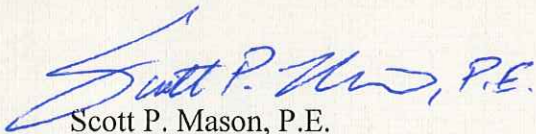
Dear Mayor Pro-Tem and Council Members,

We have reviewed Shirley & Sons Construction Co., Inc.'s Invoice #3543 for the above referenced project. Enclosed is Recommendation for Payment No. 1 for \$104,053.50 for the period of service of September 16, 2024 to September 30, 2024.

The Contractor's Conditional Waiver and Release on Progress Payment are also enclosed.

Please call if you have any questions.

Sincerely,
G & W Engineers, Inc.


Scott P. Mason, P.E.

cc: Shirley & Sons Construction Co., Inc.
file 9697.090

No. 1**RECOMMENDATION OF PAYMENT**OWNER's Project No. _____ ENGINEER's Project No. 9697.090Project Restore A. D. Powers Bayfront Park West End Improvements for the City of Seadrift
TCEQ Contract No. 582-22-33342CONTRACTOR SHIRLEY & SONS CONSTRUCTION CO., INC.Contract for West End Improvements Contract Date March 25, 2024Application Date September 30, 2024 Application Amount \$104,053.50Period Start Date September 16, 2024 For Period Ending September 30, 2024To CITY OF SEADRIFT
Owner

Attached hereto is the CONTRACTOR's Application for Payment for Work accomplished under the Contract through the date indicated above. To the extent that we have been present on the project site as outlined in our Engineering Agreement, we believe that the Application meets the requirements of the Contract Documents and includes the CONTRACTOR's Certificate stating that all previous payments to him under the Contract have been applied by him to discharge in full all of his obligations in connection with the Work covered by all prior Applications for Payments.

In accordance with the Contract, the undersigned, subject to the limitation in the preceding paragraph, recommends payment to the CONTRACTOR of the amount due as shown below.

G & W Engineers, Inc.

Dated November 6, 2024By Scott P. Mason, P.E.
Scott P. Mason, P.E.**STATEMENT OF WORK**

Original Contract Price	\$ <u>260,035.00</u>	Work to Date	\$ <u>115,615.00</u>
Net Change Orders (1)	\$ <u>(15,530.00)</u>	Amount Retained	\$ <u>(11,561.50)</u>
Current Contract Price	\$ <u>244,505.00</u>	Subtotal	\$ <u>104,053.50</u>
Work to be Done	\$ <u>128,890.00</u>	Previous Payments Recommended	\$ <u>-</u>
		Amount Due This Payment	\$ <u>104,053.50</u>

G & W ENGINEERS, INC.
205 W. Live Oak St.
Port Lavaca, Texas 77979
(361) 552-4509

Project Name:

Restore A.D. Powers Bayfront
Park West End Improvements

Owner:

City of Seadrift
501 S. Main St
Seadrift, TX 77983

Contractor:

Shirley & Sons Construction Co., Inc.
P.O. Box 429
Cleveland, Texas 77328-0429

Contract Amount:

\$260,035.00

Contract Change Orders:

\$260,035.00

Total Contract Amount:**Covering Period:**

09/16/24 - 09/30/24

Total Done To Date:

\$115,615.00

Amount Retained:

\$11,561.50

Previous Payments:

\$0.00

Total Deductions:

\$11,561.50

Amount Due For Payment:

\$104,053.50

Certificate of the Contractor or His Duly Authorized Representative

To the best of my knowledge, I certify that all items, quantities and prices of work and materials shown on the face of this estimate are correct; that all work has been performed and materials supplied in full accordance with the terms and the conditions of the corresponding construction contractual documents between the Owner and the Contractor, all changes authorized thereto; that the foregoing is a true and correct statement and of the contract account up to and including the last day of the period covered by this estimate and that no part of the "AMOUNT DUE FOR PAYMENT" has been received. I further certify that all just and lawful bills against the below named Contractor for labor, material and expendable equipment employed in the performance of said contract have been paid in full accordance with the contract documents.

Date: 09/30/24

Shirley & Sons Construction Co., Inc.

By: _____

Ronald R. Shirley, President

Certificate of Owners Construction Supervisor

By: _____

Owner: City of Seadrift
Contractor: Shirley & Sons Construction Co., Inc.

Date: 9/30/24
Page: 2 of 2

Item	Description	Unit	Contract Quantity	Total Work Done This Estimate	Total Work Done Previous Estimate	Total Work To Date Quantity	Contract Unit Price	Amount
1	Mobilization, Insurance, and Bonds	LS	1	1	0	1	\$24,000.00	\$24,000.00
2	Barricading, Signage, and Traffic Control	LS	1	.5	0	.5	\$3,000.00	\$1,500.00
3	Installation of Pier and Breakwater Wall	LF	121	60	0	60	\$665.00	\$39,900.00
4	Removal of existing Dock and Sheeting	LF	121	121	0	121	\$415.00	\$50,215.00
5	Installation of 8" Mooring Piers	EA	7	0	0	0	\$2,000.00	\$0.00
6	Installation of Picnic Shelters	EA	2	0	0	0	\$4,000.00	\$0.00
7	Installation of Solar Motion Lights	EA	3	0	0	0	\$6,000.00	\$0.00
8	Installation of 6" Bollards	EA	57	0	0	0	\$75.00	\$0.00
9	Rework of Existing Limestone access area	SF	7,765	0	0	0	\$2.00	\$0.00
10	Installation of Limestone access drive	SF	1,850	0	0	0	\$3.00	\$0.00
11	Installation of chip seal	SF	37,000	0	0	0	\$1.00	\$0.00
12	Total:							\$115,615.00

CONTRACTOR'S CONDITIONAL WAIVER AND RELEASE
ON PROGRESS PAYMENT

THE STATE OF TEXAS §
COUNTY OF Liberty §

Project: **RESTORE A. D. POWERS BAYFRONT PARK WEST END IMPROVEMENTS -
TCEQ CONTRACT NO. 582-22-33342 for the CITY OF SEADRIFT, TEXAS**

Job No. **9697.090**

On receipt by the signer of this document of a check from **CITY OF SEADRIFT** (*maker of check*) in the sum of \$ 104,053.50 payable to **SHIRLEY & SONS CONSTRUCTION CO., INC.** (*payee or payees of check*) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property or easements of **CITY OF SEADRIFT** (*owner*) located within the City of Seadrift, Texas (location) to the following extent: **RESTORE A. D. POWERS BAYFRONT PARK WEST END IMPROVEMENTS - TCEQ CONTRACT NO. 582-22-33342 for the CITY OF SEADRIFT, TEXAS** (*job description*).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to **CITY OF SEADRIFT** (*person with whom signer contracted*) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

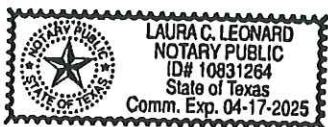
Shirley & Sons Construction Co., Inc.
(CONTRACTOR'S NAME)

Signed By: _____

Print Name: Ronald R. Shirley

Title: President

SUBSCRIBED AND SWORN TO BEFORE ME by Ronald R. Shirley,
on November 5, 2024, to certify which witness my hand and seal of office.



Laura C. Leonard
Notary Public, State of Texas

G&W ENGINEERS, INC.

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

November 7, 2024

Tracey Johnson, Mayor Pro-Tem
City of Seadrift
P.O. Box 159
Seadrift, Texas 77983

RE: RECOMMENDATION OF PAYMENT NO. 2
Restore A. D. Powers Bayfront Park West End Improvements for the City of Seadrift –
TCEQ Contract No. 582-22-33342

Dear Mayor Pro-Tem and Council Members,

We have reviewed Shirley & Sons Construction Co., Inc.'s Invoice #3551 for the above referenced project. Enclosed is Recommendation for Payment No. 2 for \$50,458.50 for the period of service of October 1, 2024 to October 30, 2024.

The Contractor's Conditional Waiver and Release on Progress Payment are also enclosed.

Please call if you have any questions.

Sincerely,
G & W Engineers, Inc.


Scott P. Mason, P.E.

cc: Shirely & Sons Construction Co., Inc.
file 9697.090

No. 2**RECOMMENDATION OF PAYMENT**

OWNER's Project No. _____

ENGINEER's Project No. 9697.090

Project Restore A. D. Powers Bayfront Park West End Improvements for the City of Seadrift
TCEQ Contract No. 582-22-33342

CONTRACTOR SHIRLEY & SONS CONSTRUCTION CO., INC.Contract for West End ImprovementsContract Date March 25, 2024Application Date October 30, 2024Application Amount \$50,458.50Period Start Date October 1, 2024For Period Ending October 30, 2024

To CITY OF SEADRIFT
 Owner

Attached hereto is the CONTRACTOR's Application for Payment for Work accomplished under the Contract through the date indicated above. To the extent that we have been present on the project site as outlined in our Engineering Agreement, we believe that the Application meets the requirements of the Contract Documents and includes the CONTRACTOR's Certificate stating that all previous payments to him under the Contract have been applied by him to discharge in full all of his obligations in connection with the Work covered by all prior Applications for Payments.

In accordance with the Contract, the undersigned, subject to the limitation in the preceding paragraph, recommends payment to the CONTRACTOR of the amount due as shown below.

G & W Engineers, Inc.

Dated November 7, 2024By: Scott P. Mason, P.E.
 Scott P. Mason, P.E.**STATEMENT OF WORK**

Original Contract Price	\$ <u>260,035.00</u>	Work to Date	\$ <u>171,680.00</u>
Net Change Orders (1)	\$ <u>(15,530.00)</u>	Amount Retained	\$ <u>(17,168.00)</u>
Current Contract Price	\$ <u>244,505.00</u>	Subtotal	\$ <u>154,512.00</u>
Work to be Done	\$ <u>72,825.00</u>	Previous Payments Recommended	\$ <u>(104,053.50)</u>
		Amount Due This Payment	\$ <u>50,458.50</u>

G & W ENGINEERS, INC.
 205 W. Live Oak St.
 Port Lavaca, Texas 77979
 (361) 552-4509

Project Name:

Restore A.D. Powers Bayfront
Park West End Improvements

Owner:

City of Seadrift
501 S. Main St
Seadrift, TX 77983

Contractor:

Shirley & Sons Construction Co., Inc.
P.O. Box 429
Cleveland, Texas 77328-0429

Contract Amount:

\$260,035.00

Contract Change Orders:

<15,530.00>

Total Contract Amount:

\$244,505.00

Covering Period:

10/1/24-10/30/24

Total Done To Date:

\$171,680.00

Amount Retained:

\$17,168.00

Previous Payments:

\$104,053.50

Total Deductions:

\$121,221.50

Amount Due For Payment:

\$50,458.50

Certificate of the Contractor or His Duly Authorized Representative

To the best of my knowledge, I certify that all items, quantities and prices of work and materials shown on the face of this estimate are correct, that all work has been performed and materials supplied in full accordance with the terms and the conditions of the corresponding construction contractual documents between the Owner and the Contractor, all changes authorized thereto; that the foregoing is a true and correct statement and of the contract account up to and including the last day of the period covered by this estimate and that no part of the "AMOUNT DUE FOR PAYMENT" has been received. I further certify that all just and lawful bills against the below named Contractor for labor, material and expendable equipment employed in the performance of said contract have been paid in full accordance with the contract documents.

Date: 10/30/24

Shirley & Sons Construction Co., Inc.

By: _____

Ronald R. Shirley, President

Certificate of Owners Construction Supervisor

By: _____

Owner: City of Seadrift
Contractor: Shirley & Sons Construction Co., Inc.

Date: 10/30/24
Page: 2 of 2

Item	Description	Unit	Contract Quantity	Total Work Done This Estimate	Total Work Done Previous Estimate	Total Work To Date Quantity	Contract Unit Price	Amount
1	Mobilization, Insurance, and Bonds	LS	1	0	1	1	\$24,000.00	\$24,000.00
2	Barricading, Signage, and Traffic Control	LS	1	0.5	0.5	1	\$3,000.00	\$3,000.00
3	Installation of Pier and Breakwater Wall	LF	121	61	60	121	\$665.00	\$80,465.00
4	Removal of existing Dock and Sheeting	LF	121	0	121	121	\$415.00	\$50,215.00
5	Installation of 8" Mooring Piers	EA	7	7	0	7	\$2,000.00	\$14,000.00
6	Installation of Picnic Shelters	EA	2	0	0	0	\$4,000.00	\$0.00
7	Installation of Solar Motion Lights	EA	3	0	0	0	\$6,000.00	\$0.00
8	Installation of 6" Bollards	EA	57	0	0	0	\$75.00	\$0.00
9	Rework of Existing Limestone access area	SF	7,765	0	0	0	\$2.00	\$0.00
10	Installation of Limestone access drive	SF	1,850	0	0	0	\$3.00	\$0.00
11	Installation of chip seal	SF	37,000	0	0	0	\$1.00	\$0.00
12	change order 1 delete item 9	LS	1	0	0	0	-\$15,530.00	\$0.00
13	Total:							\$171,680.00

CONTRACTOR'S CONDITIONAL WAIVER AND RELEASE
ON PROGRESS PAYMENT

THE STATE OF TEXAS §
COUNTY OF Liberty §

Project: **RESTORE A. D. POWERS BAYFRONT PARK WEST END IMPROVEMENTS -
TCEQ CONTRACT NO. 582-22-33342 for the CITY OF SEADRIFT, TEXAS**

Job No. **9697.090**

On receipt by the signer of this document of a check from **CITY OF SEADRIFT** (*maker of check*) in the sum of \$ 50,458.⁵⁰/₁₀₀ payable to **SHIRLEY & SONS CONSTRUCTION CO., INC.** (*payee or payees of check*) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property or easements of **CITY OF SEADRIFT** (*owner*) located within the City of Seadrift, Texas (location) to the following extent: **RESTORE A. D. POWERS BAYFRONT PARK WEST END IMPROVEMENTS - TCEQ CONTRACT NO. 582-22-33342 for the CITY OF SEADRIFT, TEXAS** (*job description*).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to **CITY OF SEADRIFT** (*person with whom signer contracted*) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Shirley & Sons Construction Co., Inc.
(CONTRACTOR'S NAME)

Signed By: _____

Print Name: Ronald R. Shirley

Title: President

SUBSCRIBED AND SWORN TO BEFORE ME by Ronald Shirley,
on November 5, 2024, to certify which witness my hand and seal of office.



Laura C. Leonard
Notary Public, State of Texas

G&W ENGINEERS, INC.

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

December 4, 2024

Tracey Johnson, Mayor Pro-Tem
City of Seadrift
P.O. Box 159
Seadrift, Texas 77983

RE: RECOMMENDATION OF PAYMENT NO. 3
Restore A. D. Powers Bayfront Park West End Improvements for the City of Seadrift –
TCEQ Contract No. 582-22-33342

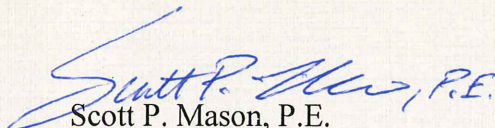
Dear Mayor Pro-Tem and Council Members,

We have reviewed Shirley & Sons Construction Co., Inc.'s Invoice #3566 for the above referenced project. Enclosed is Recommendation for Payment No. 3 for \$21,442.50 for the period of service of October 31, 2024 to December 2, 2024.

The Contractor's Conditional Waiver and Release on Progress Payment are also enclosed.

Please call if you have any questions.

Sincerely,
G & W Engineers, Inc.


Scott P. Mason, P.E.

cc: Shirley & Sons Construction Co., Inc.
file 9697.090

No. 3**RECOMMENDATION OF PAYMENT**

OWNER's Project No. _____

ENGINEER's Project No. 9697.090Project Restore A. D. Powers Bayfront Park West End Improvements for the City of Seadrift
TCEQ Contract No. 582-22-33342CONTRACTOR SHIRLEY & SONS CONSTRUCTION CO., INC.Contract for West End ImprovementsContract Date March 25, 2024Application Date December 2, 2024Application Amount \$21,442.50Period Start Date October 31, 2024For Period Ending December 2, 2024To CITY OF SEADRIFT
Owner

Attached hereto is the CONTRACTOR's Application for Payment for Work accomplished under the Contract through the date indicated above. To the extent that we have been present on the project site as outlined in our Engineering Agreement, we believe that the Application meets the requirements of the Contract Documents and includes the CONTRACTOR's Certificate stating that all previous payments to him under the Contract have been applied by him to discharge in full all of his obligations in connection with the Work covered by all prior Applications for Payments.

In accordance with the Contract, the undersigned, subject to the limitation in the preceding paragraph, recommends payment to the CONTRACTOR of the amount due as shown below.

G & W Engineers, Inc.

Dated December 4, 2024By: Scott P. Mason, P.E.
Scott P. Mason, P.E.**STATEMENT OF WORK**

Original Contract Price	\$ <u>260,035.00</u>	Work to Date	\$ <u>195,505.00</u>
Net Change Orders (1)	\$ <u>(15,530.00)</u>	Amount Retained	\$ <u>(19,550.50)</u>
Current Contract Price	\$ <u>244,505.00</u>	Subtotal	\$ <u>175,954.50</u>
Work to be Done	\$ <u>49,000.00</u>	Previous Payments Recommended	\$ <u>(154,512.00)</u>
		Amount Due This Payment	\$ <u>21,442.50</u>

G & W ENGINEERS, INC.
205 W. Live Oak St.
Port Lavaca, Texas 77979
(361) 552-4509

Project Name:

Restore A.D. Powers Bayfront
Park West End Improvements

Owner:

City of Seadrift
501 S. Main St
Seadrift, TX 77983

Contractor:

Shirley & Sons Construction Co., Inc.
P.O. Box 429
Cleveland, Texas 77328-0429

Contract Amount:

\$260,035.00

Contract Change Orders:

<15,530.00>

Total Contract Amount:

\$244,505.00

Covering Period:

10/31/24-12/2/24

Total Done To Date:

\$195,505.00

Amount Retained:

\$19,550.50

Previous Payments:

\$154,512.00

Total Deductions:

\$174,062.50

Amount Due For Payment:

\$21,442.50

Certificate of the Contractor or His Duly Authorized Representative

To the best of my knowledge, I certify that all items, quantities and prices of work and materials shown on the face of this estimate are correct; that all work has been performed and materials supplied in full accordance with the terms and the conditions of the corresponding construction contractual documents between the Owner and the Contractor, all changes authorized thereto; that the foregoing is a true and correct statement and of the contract account up to and including the last day of the period covered by this estimate and that no part of the "AMOUNT DUE FOR PAYMENT" has been received. I further certify that all just and lawful bills against the below named Contractor for labor, material and expendable equipment employed in the performance of said contract have been paid in full accordance with the contract documents.

Date: 12/2/24

Shirley & Sons Construction Co., Inc.

By: _____

Ronald R. Shirley, President

Certificate of Owners Construction Supervisor

By: _____

Owner: City of Seadrift
Contractor: Shirley & Sons Construction Co., Inc.

Date: 12/2/24
Page: 2 of 2

Item	Description	Unit	Contract Quantity	Total Work Done This Estimate	Total Work Done Previous Estimate	Total Work To Date Quantity	Contract Unit Price	Amount
1	Mobilization, Insurance, and Bonds	LS	1	0	1	1	\$24,000.00	\$24,000.00
2	Baricading, Signage, and Traffic Control	LS	1	0	1	1	\$3,000.00	\$3,000.00
3	Installation of Pier and Breakwater Wall	LF	121	0	121	121	\$665.00	\$80,465.00
4	Removal of existing Dock and Sheeting	LF	121	0	121	121	\$415.00	\$50,215.00
5	Installation of 8" Mooring Piers	EA	7	0	7	7	\$2,000.00	\$14,000.00
6	Installation of Picnic Shelters	EA	2	2	0	2	\$4,000.00	\$8,000.00
7	Installation of Solar Motion Lights	EA	3	1	0	1	\$6,000.00	\$6,000.00
8	Installation of 6" Bollards	EA	57	57	0	57	\$75.00	\$4,275.00
9	Rework of Existing Limestone access area	SF	7,765	0	0	0	\$2.00	\$0.00
10	Installation of Limestone access drive	SF	1,850	1850	0	1850	\$3.00	\$5,550.00
11	Installation of chip seal	SF	37,000	0	0	0	\$1.00	\$0.00
12	change order 1 delete item 9	LS	1	0	0	0	-\$15,530.00	\$0.00
13	Total:							\$195,505.00

CONTRACTOR'S CONDITIONAL WAIVER AND RELEASE
ON PROGRESS PAYMENT

THE STATE OF TEXAS §
COUNTY OF Liberty §

Project: **RESTORE A. D. POWERS BAYFRONT PARK WEST END IMPROVEMENTS -
TCEQ CONTRACT NO. 582-22-33342 for the CITY OF SEADRIFT, TEXAS**

Job No. 9697.090


On receipt by the signer of this document of a check from **CITY OF SEADRIFT** (*maker of check*) in the sum of \$ 21,442.57 payable to **SHIRLEY & SONS CONSTRUCTION CO., INC.** (*payee or payees of check*) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property or easements of **CITY OF SEADRIFT** (*owner*) located within the City of Seadrift, Texas (location) to the following extent: **RESTORE A. D. POWERS BAYFRONT PARK WEST END IMPROVEMENTS - TCEQ CONTRACT NO. 582-22-33342 for the CITY OF SEADRIFT, TEXAS** (*job description*).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to **CITY OF SEADRIFT** (*person with whom signer contracted*) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

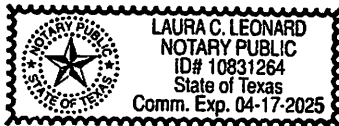
Shirley & Sons Construction Co., Inc.
(CONTRACTOR'S NAME)

Signed By: 

Print Name: Ronald R. Shirley

Title: President

SUBSCRIBED AND SWORN TO BEFORE ME by Ronald R. Shirley,
on DECEMBER 2ND, 20 24, to certify which witness my hand and seal of office.




Notary Public, State of Texas

14. GLO CDBG-DR 20-065-103-C278 –
Review, Discuss, Consider, Take any action to use any remaining funds from the CDBG-DR Grant Project to install a 20,000-gallon water storage tank.

NOTES:

This grant has approximately \$566,606.86 remaining. Of this, the City Council has allocated \$208,580.10 to be used to pay back FEMA for the Bayfront Restroom Project.

Urban Engineering was tasked to research whether the City could build a water storage tank with the remaining GLO funds after FEMA is paid. Urban Engineering stated that the City can build a 20,000-gallon water storage tanks with these remaining funds. *(The City had originally planned to use the full excess funds towards a 75,000-gallon water storage tank)*

The construction budget for this project will be **\$281,368.09**.

15. Amendment to Employee Handbook for Outside Employment - Review, Discuss, Consider, Take any action to adopt an amendment regarding outside employment for law enforcement.



SEADRIFT POLICE DEPARTMENT

103 W. Dallas Avenue, Seadrift, TX 77983

Office: 361.785.2069

Email: police@seadrifttx.org

Cheyenne Beaver
CHIEF OF POLICE

The current city policy prohibits full-time employees from receiving remuneration from employment outside of their city pay without prior approval of the Council. With the Council only meeting monthly it would be difficult for an Officer and time-consuming for the Council for an Officer to request to work an off-duty security job each time one becomes available; also most opportunities to work a security event do not come over a month in advance. I am respectfully requesting that all law-enforcement officers who are employed by the City of Seadrift after the probationary period be granted permission to work off-duty security events as most Police Officers do. Officers will not wear any items furnished by the City of Seadrift on such security details without approval. Each outside security event would be only permitted with prior approval of the Chief of Police through a request to work security form I have created that is attached to this request.

Thank you for your time,

Cheyenne N. Beaver



Seadrift Police Dept.

103 W Dallas Ave.

Seadrift Tx 77983

c.beaver@seadrifttx.org



Request For Off-Duty Employment

Officer: _____ Date: _____

Type of Event: _____

Address: _____

Date(s): _____

By signing this document, the Officer understands that if an Off-duty employment in any way hinders the performance of an Officer on duty the Chief of Police can suspend the permission of this off-duty employment and any and all other off-duty employment obtained by the Officer.

(Signature)

(this section for supervisor use)

- ☐ Approved
- ☐ Not Approved

Reason for denial: _____

(Chief of Police)



Incorporated December 27, 1912
www.seadrifttx.org

CITY OF SEADRIFT

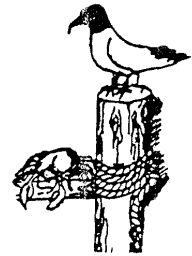
Post Office Box 159/501 S. Main St.

Seadrift, Texas 77983

Tel: (361) 785-2251

Fax: (361) 785-2208

seadrift@seadrifttx.org



AMENDMENT FOR SECTION 5.5 OUTSIDE EMPLOYMENT

Proposed amendment:

Full-time, permanent, employees shall not hold other positions of paid employment without the prior written approval of the City Council. In no case should any employee hold a position of paid employment that conflicts with his work for the City. City Council, upon such approval, shall have a copy of the approval inserted in the employee's permanent personal record. Employees shall not engage in private business activities during their working hours and shall not use City property or facilities for such activities. In no case shall any employee engage in such activities that conflict with his work for the city.

An exemption for law enforcement officers who are employed by the City of Seadrift after their probationary period may be granted permission to work off-duty security events. These events may be for a separate and independent employer (public or private). The hours of work for the separate and independent employer will not be combined with the hours worked for the primary employer. Officers will not wear any items furnished by the City of Seadrift on such security details without approval. Each outside security event would be only permitted with prior approval of the Chief of Police through a request-to-work security form. Additional rules and procedures will be outlined in the Seadrift Police Department's Policy and Procedures Manual for Off-Duty Employment.

5.5 OUTSIDE EMPLOYMENT

FULL-TIME, PERMANENT, EMPLOYEES SHALL NOT HOLD OTHER POSITIONS OF PAID EMPLOYMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF CITY COUNCIL. IN NO CASE SHOULD ANY EMPLOYEE HOLD A POSITION OF PAID EMPLOYMENT THAT CONFLICTS WITH HIS WORK FOR THE CITY. CITY COUNCIL, UPON SUCH APPROVAL, SHALL HAVE A COPY OF THE APPROVAL INSERTED IN THE EMPLOYEES PERMANENT PERSONAL RECORD. EMPLOYEES SHALL NOT ENGAGE IN PRIVATE BUSINESS ACTIVITIES DURING THEIR WORKING HOURS AND SHALL NOT USE CITY PROPERTY OR FACILITIES FOR SUCH ACTIVITIES. IN NO CASE SHALL ANY EMPLOYEE ENGAGE IN SUCH ACTIVITIES THAT CONFLICT WITH HIS WORK FOR THE CITY.

5.6 PERSONNEL RECORDS

PERSONNEL HISTORY RECORDS OF EACH EMPLOYEE ARE AVAILABLE FOR INSPECTION BY THE EMPLOYEE AND HIS/HER SUPERVISOR AND/OR CITY COUNCIL.

5.7 USE OF CITY EQUIPMENT AND VEHICLES

A. CITY EQUIPMENT SHALL BE USED ONLY FOR OFFICIAL CITY PURPOSES.

** B. CITY VEHICLES SHALL BE USED ONLY FOR OFFICIAL CITY PURPOSES. CITY VEHICLES MAY BE USED BY THE POLICE, AND PUBLIC WORKS DIRECTOR FOR TRAVELING TO AND FROM WORK ON A DAILY BASIS. THE WEEKEND AND/OR HOLIDAY DUTY INDIVIDUAL MAY HAVE THE USE OF A CITY VEHICLE ONLY FOR THAT PERIOD, AND THEN IS TO BE USED ONLY FOR CITY PURPOSES.

CLARIFICATION ON SECTION 5.7, SEE PAGE 17A

5.8 SOLICITATIONS

NO SOLICITATION OF FUNDS OF ANY CHARACTER OR FOR ANY PURPOSE SHALL BE PERMITTED ON THE JOB UNLESS APPROVED BY THE DEPARTMENT HEAD AND/OR CITY COUNCIL.

PERSONNEL – OFF DUTY EMPLOYMENT

I. POLICY

The Chief of Police must ensure the continued efficiency and effectiveness of the Department while simultaneously reducing or eliminating conflicts of interest. To this end, the chief shall manage according to whatever reasonable controls he deems necessary to restrict or regulate the conduct of employees. It is the policy of the Department, therefore, to prohibit off-duty employment of employees when it may impair efficiency or conflict with their duties and responsibilities.

II. PURPOSE

To define regulations governing off-duty employment.

III. DEFINITIONS

- A. **Employment.** Any work performed or services provided for compensation, including self-employment.
- B. **Police-related employment.** Employment which may entail the use of police powers granted by the State of Texas or the City of Seadrift.

IV. PROCEDURES

A. Non-Police-Related Off-Duty Employment

- 1. Employment shall not constitute a conflict of interest. A conflict of interest, as determined by the Chief of Police, is any activity inconsistent, incompatible, or in conflict with the duties, functions, or responsibilities of employment.

B. Police-Related Off-Duty Employment

- 1. Police-related employment shall not exceed 14 hours per day, including on-duty time: e.g., an officer working a 10-hour tour may work four hours of off-duty employment on the same day. An officer on a day off may work 14 hours.
 - a. For the purpose of computing allowable work time, court appearances constitute on-duty time as does sick leave.
- 2. Police-related off-duty employment is restricted to Calhoun County, Texas. Officers may perform police duties beyond City boundaries if working in conjunction with another jurisdiction's regular law enforcement agency or in circumstances permitted by State law and the general orders of the Seadrift Police Department.
- 3. Serving as an employment agent and receiving compensation for procurement of police-related jobs for other Police Department employees is prohibited.
- 4. No employee shall solicit any person or business for the purpose of gaining police-related off duty employment, and, while on duty, shall not solicit any

person or business for the purpose of gaining non-police related off-duty employment.

5. Except for public school security activities and other employment where specifically authorized by the Chief of Police, the following regulations apply:
 - a. The Seadrift Police Department uniform may be worn while engaging in off-duty employment in accordance with the rules listed above.
 - b. City-owned vehicles may not be used for off-duty employment. Radios, and/or other equipment issued to the officer and used during the normal course of duty may be used while engaging in police-related off-duty employment.
6. Officers, while engaged in police-related employment, shall be subject to the orders of the on-duty police supervisor.

C. Administration

1. Employees must submit a written request for approval of all off-duty employment to the Chief of Police. The request shall be maintained in the files of the Chief of Police along with related documents.
 - a. The approved request is subject to periodic review by the Chief of Police. Officers shall communicate any changes in information contained on the form to the chief as soon as possible.
 - b. The Chief of Police may revoke permission to work off duty if the officer fails to perform adequately on duty or receives disciplinary action.
2. Jobs which the Chief of Police deems unacceptable, e.g., jobs at establishments where alcoholic beverages are sold for consumption on the premises or where minimum wages are not met, shall be disapproved.
 - a. Officers are prohibited from employment by any firm connected with the towing or storage of vehicles, or employment as a bill collector, bodyguard, private investigator, bail bonding agency, process server, or taxi cab driver.
3. Arrests made while engaged in off-duty police-related employment shall be executed as if the officer is on duty, performing the duty as a protector of the public.

D. Liability, Indemnification, Insurance

1. All employees who wish permission to engage in police-related off-duty employment shall complete the application found at the end of this order. Permission must be granted by the Chief of Police before the employee may work off duty. In addition to the application form, the employee must submit to

the Chief of Police a copy of the contract with the off-duty employer. The contract must specify:

- a. precise nature of the work to be performed;
 - b. hours or schedule of the work performed;
 - c. what equipment the employee must maintain; and
 - d. insurance coverage of the business providing for medical treatment for job-related injuries and indemnification for litigation arising from off-duty employment.
2. The Department shall not be responsible for medical expenses incurred from injuries sustained while working in any off-duty employment.
 3. The Department recognizes that an officer in police-related off-duty employment may undertake an action connected with the employment that the courts may construe as a law enforcement duty, and therefore a component of the police job. Officers are reminded that their off-duty performance must follow the same standards required for on-duty performance. Off-duty police actions, whether for a private employer or not, must comply with these General Orders and applicable law.

16. Seadrift Police Department Policy and Procedures – Review, Discuss, Consider, Take any action to approve the currently existing policy manual for the Seadrift Police Department.

17. Outside Employment Request - Review, Discuss, Consider, Take any action regarding an Outside Employment Request. (Cheyenne Beaver)

18. Chief of Police Job Description

Amendment – Discuss, Consider, Take any action to amend the Chief of Police Job description regarding response time to emergencies. (Paul Gonzales)

Notes:

City Council tabled this item in the November 12th City Council Meeting. Robert's Rules of Order allows the body to take a motion from the table in the same meeting in which it was tabled or in the next regular meeting.

- Strenuous physical exertion may sometimes be required.
- The work is typically performed in an office and outdoors, occasionally in cold or inclement weather. The work requires the use of specialized law enforcement equipment.
- Routinely patrol an assigned area.

MINIMUM QUALIFICATIONS:

- Experience sufficient to thoroughly understand the diverse objectives and functions of the subunits in the division/department to direct and coordinate work within the division/department, usually interpreted to require three to five years of related experience.
- Must live within 30 minutes of response time to an emergency.
- Ability to meet current requirements set forth by the Texas Commission on Law Enforcement.
- Possession of or ability to readily obtain a TCOLE Master Peace Officer certification within 24 months.
- If applicable, discharge from military service must be under honorable conditions.
- A high school diploma or GED equivalent required by the State of Texas
- The Chief of Police should possess a thorough knowledge of the Federal Labor Standards Act.

19. Municipal Advisory Agreement - Review, Discuss, Consider, Take any action to enter into an agreement with Hilltop Securities Inc. for professional services. (Alysa Jarvis)

MUNICIPAL ADVISORY AGREEMENT

This Municipal Advisory Agreement (the “Agreement”) is made and entered into by and between the **City of Seadrift** (the “Issuer”) and Hilltop Securities Inc. (“HilltopSecurities”), and is dated, and shall be effective as of, the date executed by the Issuer as set forth on the signature page hereof (the “Effective Date”).

WITNESSETH:

WHEREAS, the Issuer will have under consideration from time to time the authorization and issuance of municipal securities, including but not limited to the issuance and sale of evidences of indebtedness or debt obligations that may currently or in the future be authorized and issued or otherwise created or assumed by the Issuer, in amounts and forms which cannot presently be determined; and

WHEREAS, in connection with the authorization, sale, issuance and delivery of such municipal securities, as well as in connection with any matters relating to municipal financial products of the Issuer, the Issuer desires to retain a municipal advisor; and

WHEREAS, the Issuer desires to obtain the professional services of HilltopSecurities as a municipal advisor to advise the Issuer regarding the issuance of municipal securities and any municipal financial products, all as more fully described herein, during the period in which this Agreement shall be effective; and

WHEREAS, HilltopSecurities is willing to provide its professional services and its facilities as a municipal advisor in connection with the Issuer’s issuances of municipal securities and any municipal financial products, all as more fully described herein, during the period in which this Agreement shall be effective.

NOW, THEREFORE, the Issuer and HilltopSecurities, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

SECTION I SCOPE OF SERVICES

A. Scope of Services and Discharge of Responsibilities.

1. *Scope of Services.*

(a) HilltopSecurities is engaged by the Issuer as its municipal advisor to provide the services set forth in **Appendix A** hereto (the “Municipal Advisory Services”). The Municipal Advisory Services, together with any services to be provided by HilltopSecurities as the Issuer’s independent registered municipal advisor (“IRMA”) pursuant to subparagraph B.1 of this Section I, are hereinafter collectively referred to as the “Scope of Services” hereunder. The Scope of Services to be provided by HilltopSecurities may be changed only as provided in paragraph D of this Section I.

(b) If the Issuer engages HilltopSecurities or any of its affiliates, in a capacity other than as municipal advisor, to provide additional services that are not municipal advisory activities (“Non-Municipal Advisor Services”), such engagement for Non-Municipal Advisor Services shall be evidenced by a separate agreement between the Issuer and such party. The parties hereto acknowledge that such Non-Municipal Advisor Services shall not be governed by this Agreement and are intended to consist of activities not requiring registration as a municipal advisor under the Securities Exchange Act.

(c) The Issuer shall provide written notice to HilltopSecurities of any other municipal advisor engaged by the Issuer, whether in regard to all or any portion of the Municipal Advisory Services or for any other aspects of the issuance of municipal securities or municipal financial products outside the scope of the Municipal Advisory Services, as described in clause (c) of subparagraph B.1 of this Section I.

2. ***Inquiries and Information in Connection with HilltopSecurities' Duties.*** If and to the extent provided in the Scope of Services, HilltopSecurities is called upon to make recommendations to the Issuer or to review recommendations made by others to the Issuer, and in connection therewith to determine whether such recommendations are suitable for the Issuer, in order to fulfill its duties with respect to such recommendations and any associated suitability determinations, HilltopSecurities is required under applicable regulations to make reasonable inquiries of the Issuer as to the relevant facts. Such facts include, at a minimum, information regarding the Issuer's financial situation and needs, objectives, tax status, risk tolerance, liquidity needs, experience with municipal securities transactions or municipal financial products generally or of the type and complexity being recommended, financial capacity to withstand changes in market conditions during the term of the municipal financial product or the period that municipal securities to be issued in the municipal securities transaction are reasonably expected to be outstanding, and any other material information known by HilltopSecurities about the Issuer and the municipal securities transaction or municipal financial product. In addition, HilltopSecurities is required under applicable regulations to use reasonable diligence to know the essential facts about the Issuer and the authority of each person acting on behalf of the Issuer so as to effectively service HilltopSecurities' municipal advisory relationship with the Issuer, to act in accordance with any special directions from the Issuer, to understand the authority of each person acting on behalf of the Issuer, and to comply with applicable laws, regulations and rules.

Accordingly, the Issuer hereby agrees to provide accurate and complete information reasonably designed to permit HilltopSecurities to fulfill its responsibilities in connection with any such recommendations and suitability determinations and to provide to HilltopSecurities reasonable access to relevant documents and personnel in connection with its required investigation to determine that any recommendations are not based on materially inaccurate or incomplete information. The Issuer acknowledges that HilltopSecurities may not be able to make requested recommendations or suitability determinations if it is not provided access to such information and that the Issuer shall be estopped from claiming a violation of HilltopSecurities' fiduciary duty to the Issuer in connection with a recommendation or suitability determination made by HilltopSecurities based on materially inaccurate or incomplete information provided by the Issuer.

3. ***Actions Independent of or Contrary to Advice.*** The parties hereto acknowledge that the Issuer shall not be required to act in accordance with any advice or recommendation provided by HilltopSecurities to the Issuer. Upon providing such advice or recommendation to the Issuer, together with the basis for such advice or recommendation, HilltopSecurities shall have discharged its duties with regard to such advice or recommendation and shall not be liable for any financial or other damages resulting from the Issuer's election not to act in accordance with such advice or recommendation. Furthermore, the Issuer shall be estopped from claiming a violation of HilltopSecurities' fiduciary duty to the Issuer as a result of its election not to act in accordance with any advice or recommendation by HilltopSecurities, including but not limited to any claim that HilltopSecurities should have taken steps, in addition to providing its advice or recommendation together with the basis therefor, to cause the Issuer to follow its advice or recommendation.

4. ***Preparation of Official Statement in Connection with Issuance of Municipal Securities.*** If and to the extent provided in the Scope of Services, HilltopSecurities is called upon to assist the Issuer in the preparation of its official statement in connection with the issuance of municipal securities, the Issuer

hereby agrees to provide accurate and complete information to HilltopSecurities reasonably designed to permit HilltopSecurities to fulfill its responsibility to have a reasonable basis for any information HilltopSecurities provides about the Issuer, its financial condition, its operational status and its municipal securities in connection with the preparation of the official statement. While HilltopSecurities may participate in the due diligence process in connection with the preparation of the official statement, if such participation is within the Scope of Services, HilltopSecurities shall not be obligated to undertake any inquiry or investigation in connection with such due diligence beyond any inquiries or investigations otherwise required by this Agreement. Furthermore, HilltopSecurities shall not be responsible for certifying the accuracy or completeness of the official statement, other than with respect to information about HilltopSecurities provided for inclusion in the official statement, if applicable. The Issuer agrees that HilltopSecurities may rely on any information provided to it by the Issuer for purposes of this paragraph.

5. ***Representations and Certifications.*** If and to the extent provided in the Scope of Services, HilltopSecurities is called upon to make representations and certifications with regard to certain aspects of matters pertaining to the Issuer, its municipal securities or municipal financial products arising as part of the Municipal Advisory Services to be provided pursuant to this Agreement, the Issuer hereby agrees to provide accurate and complete information to HilltopSecurities as may be reasonably necessary or otherwise helpful to HilltopSecurities in fulfilling its responsibility to have a reasonable basis for any representations, other than representations by HilltopSecurities regarding itself, made in a certificate signed by HilltopSecurities that may be relied upon by the Issuer, any other party involved in any matter arising as part of the Municipal Advisory Services, or investors in the Issuer's municipal securities. The Issuer agrees that HilltopSecurities may rely on any information provided to it by the Issuer for purposes of this paragraph.

B. Services as Independent Registered Municipal Advisor.

1. ***Designation as IRMA and Scope of Designation.***

(a) Subject to clause (b) of this subparagraph B.1, if the Issuer elects to designate HilltopSecurities, and HilltopSecurities agrees to represent the Issuer, as the Issuer's IRMA for purposes of Securities Exchange Commission ("SEC") Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption") with respect to the Municipal Advisory Services, HilltopSecurities will treat such role as IRMA as within the scope of Municipal Advisory Services. Any reference to HilltopSecurities, its personnel and its role as IRMA in the written representation of the Issuer contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by HilltopSecurities.

If there are any other aspects of the issuance of municipal securities or municipal financial products outside the scope of the Municipal Advisory Services with respect to which the Issuer seeks to have HilltopSecurities serve as its IRMA, such aspects, which are separate and distinct from Municipal Advisory Services for purposes of this Agreement, shall be included in Appendix A hereto and may be changed only as provided in paragraph D of this Section I. HilltopSecurities' duties as IRMA shall be strictly limited to the provision of advice to the Issuer with regard to third-party recommendations on any aspects of the issuance of municipal securities or municipal financial products outside the scope of the Municipal Advisory Services, subject to subparagraph B.3 of this Section I, and the provision of advice by HilltopSecurities to the Issuer with respect to such matters shall not result in a change in scope of the Municipal Advisory Services. By way of example, if HilltopSecurities serves as municipal advisor for an issuance of municipal securities within the scope of Municipal Advisory Services, but is asked to review a recommendation made by a third party with respect to a different issuance of municipal securities not within the scope of Municipal Advisory Services, any advice with respect to such review would not, by itself,

cause such other issuance to come within the scope of Municipal Advisory Services, and HilltopSecurities would not be obligated to undertake any of the services set forth in Appendix A with regard to such issuance unless the scope of Municipal Advisory Services hereunder is amended to include such issuance.

(b) If the Issuer elects not to designate HilltopSecurities to serve as an IRMA for purposes of the IRMA exemption with respect to the Municipal Advisory Services, or if the Issuer elects to designate HilltopSecurities to serve as IRMA for less than the full range of Municipal Advisory Services, such election shall be set forth in Appendix A.

(c) The Issuer shall provide written notice to HilltopSecurities of any other municipal advisor engaged by the Issuer, whether such other municipal advisor has been designated as an IRMA, and such notice shall include the scope of services of such municipal advisor. If the Issuer has engaged, or has caused HilltopSecurities to engage through subcontract, any other party to serve as municipal advisor to the Issuer with regard to all or any portion of the Municipal Advisory Services (“Joint Municipal Advisory Services”), whether engaged jointly with or separately from HilltopSecurities (a “Co-Municipal Advisor”), the Issuer agrees that such Co-Municipal Advisor shall not be entitled to treat HilltopSecurities as an IRMA with respect to the Joint Municipal Advisory Services. Notwithstanding the preceding sentence, the Issuer may seek to have HilltopSecurities provide advice on any recommendation made by a Co-Municipal Advisor with regard to matters within the scope of Joint Municipal Advisory Services on the same terms as set forth in subparagraph B.3 of this Section I, provided that any such advice provided by HilltopSecurities shall not serve to eliminate or reduce such Co-Municipal Advisor’s fiduciary or other duties as municipal advisor to the Issuer.

2. ***HilltopSecurities Not Responsible for Independence from Third Parties.*** Notwithstanding HilltopSecurities’ status as an IRMA, HilltopSecurities shall not be responsible for ensuring that it is independent, within the meaning of the IRMA exemption as interpreted by the SEC, from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption or for otherwise ensuring that any such party not be treated as a municipal advisor for purposes of Section 15B of the Securities Exchange Act or any SEC or Municipal Securities Rulemaking Board (“MSRB”) rule thereunder. The Issuer expressly acknowledges that it is the responsibility of such other party to make its own determination of independence and that such other party shall not be entitled to cause HilltopSecurities to make any personnel changes to allow such party to qualify for the IRMA exemption.

3. ***Recommendations Provided by Third Parties Relying on IRMA Exemption.*** The Issuer agrees that, to the extent the Issuer seeks to have HilltopSecurities provide advice with regard to any recommendation made by a third party relying on the IRMA exemption, the Issuer shall provide to HilltopSecurities written direction to provide advice with regard to such third party recommendation as well as any information it has received from such third party. In connection therewith, HilltopSecurities shall be authorized to communicate with such third party as necessary or appropriate in order for HilltopSecurities to have the information it needs to provide informed advice to the Issuer with regard to such recommendation. HilltopSecurities shall provide to the Issuer recommendations it receives directly from any third party but shall not be required to provide advice to the Issuer with regard to any such recommendation unless the Issuer has provided to HilltopSecurities the written direction as described above in this subparagraph B.3.

Except as may be otherwise expressly provided in writing by HilltopSecurities, no recommendation by a third-party (including but not limited to a Co-Municipal Advisor) shall be deemed to be a recommendation by HilltopSecurities, and the failure by HilltopSecurities to specifically address any aspect

of a third-party recommendation shall not be viewed as HilltopSecurities having implicitly accepted or approved such aspect of the recommendation or otherwise having adopted the recommendation or any aspect thereof as its own recommendation. Furthermore, the Issuer agrees that, to the extent the Issuer does not seek to have HilltopSecurities provide advice with regard to any recommendation made by a third party relying on the IRMA exemption, HilltopSecurities shall not be required to provide any advice with regard to such recommendation notwithstanding any information it may have received from such third party. HilltopSecurities may rely on the absence of the Issuer's written direction to provide advice with regard to a third party recommendation as indicative that the Issuer does not seek to have HilltopSecurities provide such advice.

C. Limitations on Scope of Engagement.

1. ***Express Limitations.*** The Scope of Services with respect to HilltopSecurities' engagement as municipal advisor shall be solely as provided in paragraphs A and B of this Section I and Appendix A of this Agreement, subject to the express limitations set forth in this paragraph C. The failure of the parties hereto to set out any particular service or responsibility, or any particular type or aspect of the issuance of municipal securities or municipal financial products, within the express limitations in this paragraph C shall not, by its omission, cause such service, responsibility or product to be within the scope of this engagement if not contemplated by the mutual agreement of the parties hereto or if not reasonably viewed as encompassed by the description of the Municipal Advisory Services set forth in this Agreement.

2. ***Limitation as to Matters Within Then-Current Scope of Engagement.*** It is expressly understood that HilltopSecurities serves as municipal advisor to the Issuer only with respect to the matters, and with respect to specific aspects of matters, within the then-current Scope of Services. The Issuer acknowledges that HilltopSecurities is not a municipal advisor to the Issuer with respect to matters expressly excluded from such Scope of Services as set forth in this paragraph C or matters otherwise not within the Scope of Services as set forth in paragraphs A and B of this Section I and Appendix A hereto. Without limiting the generality of the preceding sentence, the parties hereto agree that HilltopSecurities' service as municipal advisor for one issuance of municipal securities would not result in HilltopSecurities being a municipal advisor to the Issuer for any other issuances of municipal securities if such other issuances are not within the Scope of Services. It is expressly understood that HilltopSecurities shall be municipal advisor with respect to a particular issuance of municipal securities or a particular municipal financial product beginning on the earlier of (a) the date on which HilltopSecurities is assigned to serve or is otherwise put on notice by the Issuer that it will serve as municipal advisor for such particular matter or (b) the date on which HilltopSecurities first provides advice to the Issuer with respect to such particular matter, and it is further understood that HilltopSecurities shall not be deemed to be a municipal advisor to the Issuer with respect to any such particular matter prior to such date merely due to the fact that the matter falls within the general description of the Scope of Services.

3. ***Transactions and Services Outside Scope of Engagement.*** To the extent that the Issuer engages in any transaction with HilltopSecurities, or any affiliate of HilltopSecurities, as principal relating to municipal securities (including but not limited to as underwriter for the issuance of municipal securities) or municipal financial products that are not within the Scope of Services and with respect to which HilltopSecurities does not in fact provide advice other than as permitted within the exceptions and exclusions of SEC Rule 15Ba1-1, the Issuer agrees that it would not view HilltopSecurities as serving as its municipal advisor with respect to such transaction or any related issuance of municipal securities or municipal financial product. In addition, as noted in clause (b) of subparagraph A.1 of this Section I, the Issuer understands that Non-Municipal Advisor Services are outside the scope of this engagement.

4. ***Issuer Consent to Limitation in Scope.*** The Issuer expressly consents to the limitations in scope of the engagement as described in this paragraph C.

D. Change in Scope of Services. The scope of services to be provided by HilltopSecurities, whether within or outside of the scope of the Municipal Advisory Services, may be changed only by written amendment to Appendix A, and the parties hereto agree to amend such appendix promptly to reflect any material changes or additions to the scope of such services, as applicable. Furthermore, the parties hereto agree to amend paragraph C of this Section I to reflect any material changes or additions to the limitations on the overall Scope of Services.

The parties hereto agree that if, on an infrequent or inadvertent basis, HilltopSecurities takes any actions for or on behalf of the Issuer that constitute municipal advisory activities within the meaning of MSRB Rule G-42(f)(iv) but which are not within the Scope of Services under this Agreement, such actions shall not, by themselves, serve to change the Scope of Services under this Agreement without a written amendment as provided in this paragraph. Furthermore, to the extent that any such activities not within the Scope of Services under this Agreement consists of inadvertent advice provided with respect to the issuance of municipal securities or municipal financial products that are not within the Scope of Services under this Agreement, HilltopSecurities may take such action, if any, as it deems appropriate pursuant to Supplementary Material .07 of MSRB Rule G-42 with respect to such inadvertent advice, to maintain the Scope of Services under this Agreement consistent with the intent of the parties hereto.

Amendments to Appendix A may be effected by replacement of the prior version of the appendix with a new version or by the addition of an addendum to such appendix, provided that any such amended appendix shall be dated as of its effective date and shall cause Appendix A, taken together with the provisions of this Section I, to clearly set forth the then-current scope of HilltopSecurities' engagement hereunder and any limitations to such scope.

E. Non-Municipal Advisory Activities Related to Scope of Services. The Scope of Services under this Agreement is intended to encompass activities subject to the provisions of Securities Exchange Act Section 15B and the rules of the SEC and MSRB thereunder relating to municipal advisory activities. However, the Issuer and HilltopSecurities acknowledge that in some cases the range of activities necessary or appropriate to provide the intended services hereunder in a fair, effective and efficient manner for the benefit of the Issuer may involve a combination of actions that consist of municipal advisory activities and actions that may not qualify as municipal advisory activities. Unless otherwise prohibited by Securities Exchange Act Section 15B or any rule of the SEC or MSRB thereunder, the fact that HilltopSecurities serves as municipal advisor to the Issuer in connection with a particular matter shall not prohibit HilltopSecurities from undertaking such necessary or appropriate non-municipal advisory activities in connection therewith, and the fact that HilltopSecurities undertakes such non-municipal advisory activities within the Scope of Services under this Agreement would not, by itself, cause such activities to become municipal advisory activities for purposes Securities Exchange Act Section 15B or any rule of the SEC or MSRB thereunder.

SECTION II TERM AND TERMINATION

A. Term of this Engagement. The term of this Agreement begins on the Effective Date and ends, unless terminated pursuant to paragraph B of this Section II, on the last day of the month in which the fifth anniversary date of the Effective Date shall occur (the "Original Termination Date"). Unless HilltopSecurities or the Issuer shall notify the other party in writing at least thirty (30) days in advance of

the Original Termination Date that this Agreement will not be renewed, this Agreement will be automatically renewed on the Original Termination Date for an additional one (1) year period and thereafter will be automatically renewed on each anniversary date of the Original Termination Date for successive one (1) year periods unless HilltopSecurities or the Issuer shall notify the other party in writing at least thirty (30) days in advance of such successive anniversary date.

B. Termination of this Engagement. This Agreement may be terminated with or without cause by the Issuer or HilltopSecurities upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. In the event of such termination, it is understood and agreed that only the amounts due HilltopSecurities for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

SECTION III COMPENSATION, EXPENSES, LIABILITY AND OTHER FINANCIAL MATTERS

A. Compensation. The fees due to HilltopSecurities for the Municipal Advisory Services and any other services set forth in Appendix A hereto shall be as provided in Appendix B hereto. The Issuer has agreed to the compensation arrangements set forth in Appendix B and believes that they are reasonable and not excessive. If at any time the Issuer becomes concerned that, notwithstanding its initial belief that the compensation arrangements set forth in this Agreement are reasonable, the actual amount of compensation to be paid in accordance with such arrangements for any particular matter during the course of this engagement may potentially become excessive, the Issuer shall immediately notify HilltopSecurities in writing of its concern in that regard.

B. Expenses. HilltopSecurities shall be entitled to reimbursement of expenses incurred in connection with any services provided hereunder as set forth in Appendix B.

C. Third-Party Payments. The Issuer agrees that any request it makes to HilltopSecurities to make payments to any third party on its behalf (other than with any underwriter), whether pursuant to a fee-splitting arrangement or otherwise, shall be in writing and shall set forth the name of the recipient, the amount of payment, and a brief statement of the purpose of such payment. The Issuer agrees that the counter signature by HilltopSecurities of any such written request shall be satisfactory disclosure of such third-party payment or fee-splitting arrangement for purposes of MSRB Rule G-42(e)(i)(D) and shall, in the case of any such arrangements made after the Effective Date, serve as satisfactory written disclosure of any conflict of interest arising from such third-party payment or fee-splitting arrangement for purposes of MSRB Rule G-42(b)(i)(D) and (c)(ii).

D. No Custody of Issuer Funds. This engagement does not contemplate that HilltopSecurities receive deposit of or maintain custody of the Issuer's funds unless otherwise provided in Appendix A hereto.

E. Limitation on Liability. In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of HilltopSecurities or any of its associated persons, HilltopSecurities and its associated persons shall have no liability to the Issuer for any act or omission in the course of, or connected with, rendering services hereunder or for any error of judgment, mistake of law, or any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment.

SECTION IV REQUIRED DISCLOSURES

- A. Disclosure of Conflicts of Interest and Information Regarding Legal or Disciplinary Events.** The Issuer hereby acknowledges receipt of, and has read and understands the content of, the Municipal Advisor Disclosure Statement, attached hereto as **Appendix C**, current as of the date of this Agreement, setting forth disclosures by HilltopSecurities of material conflicts of interest (the “Conflict Disclosures”), if any, and of any legal or disciplinary events required to be disclosed pursuant to MSRB Rule G-42(b) and (c)(ii). The Conflict Disclosures also describe how HilltopSecurities addresses or intends to manage or mitigate any disclosed conflicts of interest, as well as the specific type of information regarding, and the date of the last material change, if any, to the legal and disciplinary events required to be disclosed on Forms MA and MA-I filed by HilltopSecurities with the SEC.
- B. Waiver of Disclosed Conflicts of Interest.** By executing this Agreement, the Issuer hereby waives any conflicts of interest disclosed by HilltopSecurities in the Conflict Disclosures as of the date of this Agreement.
- C. Consent to Electronic Delivery of Disclosures.** By executing this Agreement, the Issuer consents, for the full term of this Agreement, to the electronic delivery of the Conflict Disclosures at no cost to the Issuer, in lieu of delivery of hard copy. The Conflict Disclosures may be delivered by email to the Issuer to the City Secretary, currently Gabriela Torres at g.torres@seadrifftx.org, or at such other email address as the Issuer may hereafter provide in writing to HilltopSecurities.

SECTION V MISCELLANEOUS

- A. Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws of the State of Texas.
- B. Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of the Issuer and HilltopSecurities, their respective successors and assigns; provided however, neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.
- C. Entire Agreement.** This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties hereto, subject to the provisions of paragraph D of Section I hereof.

Signature page follows

HILLTOP SECURITIES INC.

By: _____
Anne Burger Entrekin

Title: Senior Managing Director

CITY OF SEADRIFT

By: _____

Name _____

Title: _____

Date: _____

APPENDIX A MUNICIPAL ADVISORY SERVICES

This Appendix A sets out the scope of the Municipal Advisory Services to be performed by HilltopSecurities pursuant to the Agreement, subject to the limitations in scope set out in paragraph C of Section I of the Agreement, and with the understanding that:

(a) Individual actions taken within this scope shall be consistent with any request or direction provided by an authorized representative of the Issuer or as HilltopSecurities determines to be necessary or appropriate in furtherance of any matter for which it serves as municipal advisor. However, not all listed activities will be appropriate, necessary or applicable to any particular matter subject to this Agreement.

(b) For purposes of this Agreement, an issuance of municipal securities (an “issuance”) shall encompass any and all stages in the life of an issuance, from the pre-issuance planning stage to the repayment stage.

I. New Issuances of Municipal Securities. At the direction of or upon the request of the Issuer, HilltopSecurities shall provide advice to the Issuer on any new issuances, including reofferings of outstanding issuances that are treated for purposes of the federal securities laws and/or federal tax laws as new issuances, throughout the term of this Agreement. The activities to be performed by HilltopSecurities may include, depending on the specific circumstances of an issuance and any request or direction of the Issuer, one or more of the following:

Planning for New Issuance

1. ***Survey and Analysis.*** Surveying the financial resources of the Issuer in connection with its capacity to authorize, issue and service the contemplated issuance. This survey would be expected to include an analysis of any existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service and, where appropriate, would include a study of the trend of the assessed valuation, taxing power and present and future taxing requirements of the Issuer. In the event revenues of existing or projected facilities operated by the Issuer are to be pledged to repayment of the contemplated issuance, the survey would be expected to take into account any outstanding indebtedness payable from such revenues, additional revenues to be available from any proposed rate increases, and additional revenues resulting from improvements to be financed by the contemplated issuance, as projected by consulting engineers engaged by the Issuer.

2. ***Future Financings.*** In connection with the contemplated issuance, considering and analyzing future financing needs as projected by the Issuer's staff and consulting engineers or other experts, if any, engaged by the Issuer.

3. ***Recommendations.*** Making recommendations to the Issuer on the contemplated issuance, including such elements as the date of issue, interest payment dates, schedule of principal maturities, options for prepayment, security provisions, and such other provisions as may be appropriate.

4. ***Market Information.*** Advising the Issuer of HilltopSecurities' view of current bond market conditions, other related forthcoming bond issues and general information (including

applicable economic data) which might normally be expected to influence interest rates or bidding conditions relevant to setting an appropriate date and time for the sale of the issuance.

5. ***Elections.*** In the event it is necessary to hold an election to authorize the contemplated issuance, assisting in coordinating the assembly of such data as may be required for the preparation of necessary petitions, orders, resolutions, ordinances, notices and certificates in connection with the election, including assistance in the transmission of such data to the Issuer's bond counsel.

Debt Management and Financial Implementation for New Issuance

6. ***Method of Sale.*** Evaluating the particular financing being contemplated, giving consideration to the complexity, market acceptance, rating, size and structure in order to make a recommendation as to an appropriate method of sale, and:

- a. If the issuance is to be sold by a competitive sale:
 - (1) Supervising the sale of the municipal securities;
 - (2) Disseminating information to prospective bidders, organizing such informational meetings as may be necessary, and facilitating prospective bidders' efforts in making timely submission of proper bids;
 - (3) Assisting the staff of the Issuer in coordinating the receipt of bids, the safekeeping of good faith checks and the tabulation and comparison of submitted bids;
 - (4) Advising the Issuer regarding the best bid and provide advice regarding acceptance or rejection of the bids; and
 - (5) Obtaining CUSIP numbers on behalf of the Issuer.
- b. If the issuance is to be sold by negotiated sale:
 - (1) Recommending for the Issuer's final approval and acceptance one or more investment banking firms, as sole underwriter or as managers of an underwriting syndicate, for the purpose of negotiating the purchase of the municipal securities;
 - (2) Cooperating with and assisting any selected sole or managing underwriter and its counsel, as well as any disclosure counsel retained by the Issuer, in connection with the preparation of any preliminary or final official statement or offering memorandum. HilltopSecurities will cooperate with and assist the underwriters in the preparation of a bond purchase contract, an underwriters' agreement and other related documents;
 - (3) Assisting the staff of the Issuer in the safekeeping of any good faith checks and providing a cost comparison to the then-current market of expenses, interest rates and prices which are proposed by the underwriters;
 - (4) Advising the Issuer on the fairness of the price offered by the underwriters;

(5) Advising the Issuer in connection with any terms and conditions it may wish to establish with respect to order priorities and other similar matters relating to the underwriting of the new issuance;

(6) If the new issuance will have a retail order period, advising the Issuer on retail eligibility criteria and other features of the retail order period and reviewing information provided by the underwriters to the Issuer in connection with retail orders received; and

(7) At the request of the Issuer, reviewing required disclosures by underwriters to the Issuer relating to their role as underwriter, conflicts of interests, material terms and risks of the issuance, and any other matters, and providing any appropriate advice to the Issuer in connection with such disclosures.

7. ***Offering Documents for Competitive Offerings.*** Coordinating the preparation of the notice of sale and bidding instructions, preliminary official statement (including cooperating with and assisting any disclosure counsel retained by the Issuer), official bid form and such other documents as may be required and submitting all such documents to the Issuer for examination, approval and certification. After such examination, approval and certification, HilltopSecurities shall provide the Issuer with a supply of all such documents sufficient to its needs and distribute sets of the same to prospective bidders for the municipal securities. HilltopSecurities also shall provide copies of the final official statement to the winning bidder purchasing the municipal securities in the MSRB-designated electronic format and in accordance with the notice of sale and bidding instructions promptly after the Issuer approves the final official statement for distribution.

8. ***Credit Ratings.*** Making recommendations to the Issuer on the advisability of obtaining one or more credit ratings for the issuance and, when directed by the Issuer, coordinating the preparation of such information as may be appropriate for submission to any rating agency. In those cases where the advisability of personal presentation of information to a rating agency may be indicated, HilltopSecurities will arrange for such personal presentations, utilizing such composition of representatives from the Issuer as may be approved or directed by the Issuer.

9. ***Trustee, Paying Agent, Registrar, Professionals and Other Transaction Participants.*** Upon request, providing advice to the Issuer in the selection of a trustee and/or paying agent/registrar, legal, accounting or other professionals, and other transaction participants relating to any issuance, and assisting in the negotiation of agreements pertinent to these services and the fees incident thereto.

10. ***Financial Publications.*** When appropriate, advising financial publications of the forthcoming sale of the municipal securities and providing them with all pertinent information.

11. ***Consultants.*** After consulting with and receiving directions from the Issuer, arranging for such reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the issuance.

12. ***Auditors.*** In the event formal verification by an independent auditor of any calculations incident to the issuance is required, making arrangements for such services.

13. **Issuer Meetings.** Attending meetings of the governing body of the Issuer, its staff, representatives or committees as requested when HilltopSecurities may be of assistance or service and matters within the scope of this engagement are to be discussed.
14. **Printing.** To the extent authorized by the Issuer, coordinating all work incident to printing or final production, physical or electronic, of the offering documents.
15. **Bond Counsel.** Maintaining liaison with bond counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the municipal securities.
16. **Delivery of the Municipal Securities.** As soon as a bid for the purchase of a competitive issuance is accepted by the Issuer or the bond purchase contract for a negotiated issuance is signed by the Issuer, coordinating the efforts of all concerned to the end that the municipal securities may be delivered and paid for as expeditiously as possible and assisting the Issuer in the preparation or verification of final closing figures incident to the delivery of the municipal securities.
17. **Debt Service Schedule; Authorizing Resolution.** After the closing of the sale and delivery of the issuance, delivering to the Issuer a schedule of annual debt service requirements for the issuance and, in coordination with bond counsel, assuring that the paying agent/registrar and/or trustee has been provided with a copy of the authorizing ordinance, order or resolution.
18. **Continuing Disclosure.** Providing advice to the Issuer with regard to its continuing disclosure undertakings for its new issuances and its selection of a dissemination agent under its continuing disclosure undertakings; provided that, upon the mutual agreement of the Issuer and HilltopSecurities, HilltopSecurities may serve as dissemination agent under one or more of the Issuer's continuing disclosure undertakings upon such terms as the parties shall agree, with such service as dissemination agent being expressly excluded from the scope of this Agreement.

II. Baseline Advice on Outstanding Issuances of Municipal Securities. HilltopSecurities shall provide baseline on-going advice to the Issuer on any outstanding issuances throughout the term of this Agreement, which may include, depending on the specific circumstances of such issuance and any request or direction of the Issuer:

1. **Exercising Calls.** Providing advice and assistance to the Issuer with regard to exercising any calls of outstanding municipal securities unrelated to a refunding of such securities.
2. **Refundings and Tender Offers.** Providing advice to the Issuer with regard to opportunities for refundings of outstanding issuances or to make tender offers for outstanding issuances, whether by means of a new issuance, bank loans, or other funds of the Issuer, but not including serving as advisor in connection with the specific transaction through which such refunding or tender offer is effected. Transaction-based advice in connection with a specific new issuance of bonds to effectuate any such refunding or tender offer would be provided within the scope of Municipal Advisory Services for new issuances described in Section I above. Transaction-based advice in connection with a specific bank loan or other transaction to effectuate any such refunding or tender offer, other than by means of a new issuance of bonds would be provided pursuant to a separate agreement as described in Section IV below.
3. **Continuing Disclosure.** Providing advice to the Issuer with regard to continuing disclosure undertakings for outstanding issuances; processes, policies and procedures to comply with

continuing disclosure undertakings; and coordination of continuing disclosure obligations arising from different continuing disclosure undertakings for its various issuances. However, the preparation of continuing disclosure documents, other than in the capacity of dissemination agent under a continuing disclosure undertaking, would be provided within the scope of other services described in Section V. below.

III. Particularized Services on Outstanding Issuances of Municipal Securities. HilltopSecurities may provide to the Issuer certain additional advisory or related services in connection with particular outstanding issuances or matters affecting multiple outstanding issuances throughout the term of this Agreement, which may include, depending on the specific circumstances of such issuance and any request or direction of the Issuer:

1. ***Other Post-Sale Services.*** Reviewing the transaction features and documentation of outstanding issuances with legal counsel for the Issuer, bond counsel, auditors and other experts and consultants retained by the Issuer and assisting in developing appropriate responses to legal processes, audit procedures, inquiries, internal reviews and similar matters, or other services related to one or more outstanding issuances as may be agreed to by the Issuer and HilltopSecurities.
2. ***Brokerage of Municipal Escrow Investments.*** At the request of the Issuer, brokering the purchase of municipal escrow investments in connection with a refunding of an outstanding issuance, together with any recommendations by HilltopSecurities (but not by Hilltop Securities Asset Management, LLC as an investment adviser) with respect to such brokerage.

IV. Services as Independent Registered Municipal Advisor (“IRMA”). At the written request of the Issuer, HilltopSecurities shall, as the Issuer’s IRMA, review and provide advice to the Issuer in connection with any recommendations, proposals, ideas or matters suggested or otherwise communicated by a third party to the Issuer with respect to the same aspects of the issuance of municipal securities or municipal financial products that are within the scope of Municipal Advisory Services. There are no aspects of the issuance of municipal securities or municipal financial products that are outside the scope of Municipal Advisory Services set forth in this Appendix.

V. Other Services Relating to Municipal Securities. HilltopSecurities agrees to make available to the Issuer other services relating to municipal securities, when so requested by the Issuer and subject to the agreement by Issuer and HilltopSecurities regarding the specific requirements with respect to such services, which requirements shall be made part of the scope of Municipal Advisory Services and included in this Appendix as an amendment or addendum, which services may include, without limitation:

1. ***Capital Improvement Programs.*** Providing advice and assistance in the development of any capital improvement programs of the Issuer.
2. ***Long-Range Planning.*** Providing advice and assistance in the development of other long-range financing plans of the Issuer.
3. ***Refundings and Tender Offers.*** Providing advice and assistance in executing a refunding or tender offer of an outstanding issuance other than by means of refunding bonds, such as by means of a bank loan or other funds of the Issuer.
4. ***Continuing Disclosure Documents.*** Preparing and providing advice with regard to the content of continuing disclosure documents in compliance with the Issuer’s continuing disclosure

undertakings for its outstanding issuances, other than in the capacity of dissemination agent under a continuing disclosure undertaking.

* * * * *

As provided in paragraph D of Section I of the Agreement, amendments to this Appendix A may be effected by replacement of this Appendix A with a new version hereof or by the addition of an addendum to this Appendix A, and this Appendix A, as it may have been amended, shall be dated and effective as of the most recent of the date set forth in any such amendment or the date set forth in any addendum to this Appendix A.

APPENDIX B FORM AND BASIS OF COMPENSATION

This Appendix B sets out the form and basis of compensation to HilltopSecurities for the Municipal Advisory Services provided under this Agreement as set forth in Appendix A; provided that the compensation arrangements set forth in this Appendix B shall also apply to any additional services hereafter added to the scope of the Municipal Advisory Services, unless otherwise provided in the amendment to the Agreement relating to such change in scope of Municipal Advisory Services as provided in paragraph D of Section I of the Agreement.

I. New Issuances of Municipal Securities. The fees due HilltopSecurities in connection with the Municipal Advisory Services set forth in Section I of Appendix A hereto for each new issuance of municipal securities will not exceed those contained in our fee schedule as listed below:

Base	Fee -	Any	Issue							\$3,750
Plus	\$12.50	per	\$1,000	up to	\$250,000	or	6,825	for	\$250,000	Bonds
Plus	11.50	per	\$1,000	next	250,000	or	9,750	for	500,000	Bonds
Plus	7.00	per	\$1,000	next	500,000	or	13,250	for	1,000,000	Bonds
Plus	4.75	per	\$1,000	next	1,500,000	or	20,375	for	2,500,000	Bonds
Plus	2.75	per	\$1,000	next	2,500,000	or	27,250	for	5,000,000	Bonds
Plus	1.05	per	\$1,000	next	5,000,000	or	32,000	for	10,000,000	bonds
Plus	1.00	per	\$1,000	over	10,000,000					

The above charges shall be multiplied by 1.25 for an issuance of municipal securities for which HilltopSecurities participates in the completion of an application to a federal or state government agency or for the issuance of revenue bonds, refunding bonds or variable rate bonds, reflecting the additional services required.

The payment of charges as set forth in this Section I for new issuances shall be contingent upon the delivery of the new issuance and shall be due at the time that the municipal securities are delivered.

II. Baseline Advice on Outstanding Issuances of Municipal Securities. There shall be no additional fees due HilltopSecurities in connection with the Municipal Advisory Services set forth in Section II of Appendix A hereto, with the understanding that such services are integral to HilltopSecurities' engagement as municipal advisor to the Issuer and HilltopSecurities shall be compensated for such services through and as part of the fees paid for the other services provided by HilltopSecurities hereunder.

III. Particularized Services on Outstanding Issuances of Municipal Securities. In connection with Other Post-Sale Services described in Section III of Appendix A hereto, there shall be no additional fees due HilltopSecurities.

In connection with the brokerage of municipal escrow investments described in Section III of Appendix A hereto, HilltopSecurities shall charge a commission that is normal and customary for investments of that type under then-current market conditions and shall disclose such commission to the Issuer so that the issuer may consider the information in making its investment decision.

IV. Third-Party Recommendations, Proposals, Ideas or Other Matters as IRMA. In connection with its review of and advice on third-party recommendations to Issuers as an IRMA as described in Section IV of Appendix A hereto, HilltopSecurities shall charge no additional fees.

V. Other Services Relating to Municipal Securities. In connection with any services described in Section V of Appendix A hereto, including, but not limited to Multi-Year Planning Models, Capacity Models and Long-Term Strategic Planning, requested by the Issuer and agreed to by HilltopSecurities, the fees due with respect to any such services shall be as agreed to by the parties hereto, which terms shall be made part of the compensation provided under this Agreement and shall be included in this Appendix as an amendment or addendum hereto. HilltopSecurities shall also provide the Issuer a projected timeline for these other services. Only after the Issuer has agreed to the scope of the services and the proposed fee, shall HilltopSecurities commence work on the other services.

VI. Expenses. The Issuer shall be responsible for the following expenses in connection with the Municipal Advisory Services (including any additional services hereafter added to the scope of the Municipal Advisory Services), if and when applicable, whether they are charged to the Issuer directly as expenses or charged to the Issuer by HilltopSecurities as reimbursable expenses: bond counsel fees and expenses, bond printing costs, bond ratings fees and expenses, computer structuring costs, credit enhancement fees and expenses, accountant fees for verifications and related activities in connection with refundings, official statement preparation and printing, paying agent/registrar/trustee fees and expenses, travel expenses, underwriter and underwriter's counsel fees and expenses, and other miscellaneous expenses incurred by HilltopSecurities in the furtherance of any matter for which it serves as municipal advisor, including copy, delivery, phone and other charges normally incurred in connection with engagements of this type.

The Issuer agrees that any expense that it requests that HilltopSecurities pay to any third party on the Issuer's behalf shall be made in writing and shall be in accordance with paragraph C of Section III of the Agreement.

The payment of reimbursable expenses that HilltopSecurities has assumed on behalf of the Issuer shall NOT be contingent upon the delivery of a new issuance of municipal securities or the completion of any other transactions for which such expenses have been assumed and shall be due at the time that services are rendered and payable upon receipt of an invoice therefor submitted by HilltopSecurities, unless otherwise provided for in any amendment or addendum hereto in connection with the compensation arrangements for any services provided under the Agreement for which such amendment or addendum is required.

APPENDIX C MUNICIPAL ADVISOR DISCLOSURE STATEMENT

This disclosure statement (“Conflict Disclosures”) is provided by **Hilltop Securities Inc.** (“the Firm”) to you (the “Client”) in connection with our current municipal advisory agreement, (“the Agreement”). These Conflict Disclosures provide information regarding conflicts of interest and legal or disciplinary events of the Firm that are required to be disclosed to the Client pursuant to MSRB Rule G-42(b) and (c)(ii).

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

Material Conflicts of Interest – The Firm makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under the Agreement with the Firm, together with explanations of how the Firm addresses or intends to manage or mitigate each conflict.

General Mitigations – As general mitigations of the Firm’s conflicts, with respect to all of the conflicts disclosed below, the Firm mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates the Firm to deal honestly and with the utmost good faith with Client and to act in Client’s best interests without regard to the Firm’s financial or other interests. In addition, because the Firm is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of the Firm is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, the Firm’s municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of the Firm potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

I. Affiliate Conflict. The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm’s advisory activities within the Scope of Services outlined in the Agreement. Hilltop Securities Asset Management (HSAM), a SEC-registered affiliate of the Firm, provides post issuance services including arbitrage rebate and treasury management. The Firm’s arbitrage team verifies rebate and yield restrictions on the investments of bond proceeds on behalf of clients in order to meet IRS restrictions. The treasury management division performs portfolio management/advisor services on behalf of public sector clients. The Firm, through affiliate Hilltop Securities Asset Management (HSAM), provides a multi-employer trust tailor-made for public entities which allows them to prefund Other Post-Employment Benefit liabilities. The Firm has a structured products desk that provides advice to help clients mitigate risk through investment management, debt management and commodity price risk management products. These products consist of but are not limited to swaps (interest rate, currency, commodity), options, repos, escrow structuring and other securities.

Continuing Disclosure services provided by the Firm work with issuers to assist them in meeting disclosure requirements set forth in SEC rule 15c2-12. Services include but are not limited to ongoing maintenance of issuer compliance, automatic tracking of issuer's annual filings and public notification of material events. The Firm administers government investment pools. These programs offer governmental entities investment options for their cash management programs based on the entities specific needs. The Firm and the aforementioned affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. This potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regimes.

II. PlainsCapital Bank Affiliate Conflict. The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm's advisory activities within the Scope of Services outlined in the Agreement. Affiliate, PlainsCapital Bank, provides banking services to municipalities including loans and custody. The Firm and the aforementioned affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. This potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regimes.

III. Other Municipal Advisor or Underwriting Relationships. The Firm serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, the Firm serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, the Firm could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of the Firm to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that the Firm serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair the Firm's ability to fulfill its regulatory duties to Client.

IV. Secondary Market Transactions in Client's Securities. The Firm, in connection with its sales and trading activities, may take a principal position in securities, including securities of Client, and therefore the Firm could have interests in conflict with those of Client with respect to the value of Client's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, the Firm or its affiliates may submit orders for and acquire Client's securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with Client in that it could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing of Client's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by the Firm to Client under this Agreement.

V. Broker-Dealer and Investment Advisory Business. The Firm is dually registered as a broker-dealer and an investment advisor that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of Client, may be undertaken on behalf of, or as counterparty to, Client, personnel of Client, and current or potential investors in the securities of Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of Client, such as when their buying or selling of Client's securities may have an adverse effect on the market for Client's securities, and the interests of such other clients could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from the firm effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by the Firm to Client.

VI. Compensation-Based Conflicts. Fees that are based on the size of the issue are contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for the Firm to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

Fees based on a fixed amount are usually based upon an analysis by Client and the Firm of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by the Firm. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the Firm may suffer a loss. Thus, the Firm may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

Hourly fees are calculated with, the aggregate amount equaling the number of hours worked by Firm personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if Client and the Firm do not agree on a reasonable maximum amount at the outset of the engagement, because the Firm does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, the Firm sets out below required disclosures and related information in connection with such disclosures.

I. Material Legal or Disciplinary Event. The Firm discloses the following legal or disciplinary events that may be material to Client's evaluation of the Firm or the integrity of the Firm's management or advisory personnel:

- For related disciplinary actions please refer to the Firm's [BrokerCheck](#) webpage.
- The Firm self-reported violations of SEC Rule 15c2-12: Continuing Disclosure. The Firm settled with the SEC on February 2, 2016. The firm agreed to retain independent consultant and adopt the consultant's finding. Firm paid a fine of \$360,000.
- The Firm settled with the SEC in matters related to violations of MSRB Rules G-23(c), G-17 and SEC rule 15B(c) (1). The Firm disgorged fees of \$120,000 received as financial advisor on the deal, paid prejudgment interest of \$22,400.00 and a penalty of \$50,000.00.
- The Firm entered into a Settlement Agreement with Rhode Island Commerce Corporation. Under the Settlement Agreement, the firm agreed to pay \$16.0 million to settle any and all claims in connection with The Rhode Island Economic Development Corporation Job Creation Guaranty Program Taxable Revenue Bond (38 Studios, LLC Project) Series 2010, including the litigation thereto. The case, filed in 2012, arose out of a failed loan by Rhode Island Economic Development Corporation. The firm's predecessor company, First Southwest Company, LLC, was one of 14 defendants. HilltopSecurities' engagement was limited to advising on the structure, terms, and rating of the underlying bonds. Hilltop settled with no admission of liability or wrongdoing.
- On April 30, 2019, the Firm entered into a Settlement Agreement with Berkeley County School District of Berkeley County, South Carolina. The case, filed in March of 2019, arose in connection with certain bond transactions occurring from 2012 to 2014, for which former employees of Southwest Securities, Inc., a predecessor company, provided financial advisory services. The Firm agreed to disgorge all financial advisory fees related to such bond transactions, which amounted to \$822,966.47, to settle any and all claims, including litigation thereto. Under the Settlement Agreement, the Firm was dismissed from the lawsuit with prejudice, no additional penalty, and with no admission of liability or wrongdoing.
- From July 2011 to October 2015, Hilltop failed to submit required MSRB Rule G-32 information to EMMA in connection with 122 primary offerings of municipal securities for which the Firm served as placement agent. During the period January 2012 to September 2015, the Firm failed to provide MSRB Rule G-17 letters to issuers in connection with 119 of the 122 offerings referenced above. From October 2014 to September 2015, the Firm failed to report on Form MSRB G-37 that it had engaged in municipal securities business as placement agent for 45 of these 122 offerings. This failure was a result of a misunderstanding by one branch office of Southwest Securities. Hilltop discovered these failures during the merger of FirstSouthwest and Southwest Securities and voluntarily reported them to FINRA. The Firm paid a fine of \$100,000 for these self-reported violations.
- In connection with a settlement on July 9, 2021, the U.S. Securities and Exchange Commission found that, between January 2016 and April 2018, the Firm bought municipal bonds for its own account from another broker-dealer and that, on occasion during that time period, the other broker-dealer mischaracterized the Firm's orders when placing them with the lead underwriter. The SEC found that, among other things, the Firm lacked policies and procedures with respect to how stock orders were submitted for new issues bonds to third

parties, including the broker-dealer that mischaracterized the Firm's orders. The SEC found violations of MSRB Rules G-27, G-17, and SEC rule 15B(c)(1) and a failure to reasonably supervise within the meaning of Section 15(b)(4)(E) of the Securities Exchange Act of 1934. The Firm was censured and ordered to pay disgorgement of \$206,606, prejudgment interest of \$48,587 and a penalty of \$85,000.

- On August 14, 2024, the Securities and Exchange Commission ("SEC") entered into a settlement order with Hilltop Securities Inc. ("Hilltop") to settle an administrative action finding that Hilltop failed to (1) maintain and preserve off-channel communications related to Hilltop's broker-dealer business, as well as related to recommendations made or proposed to be made and advice given or proposed to be given with respect to Hilltop's investment advisory business; and (2) reasonably supervise its personnel with a view to preventing or detecting certain of its personnel's aiding and abetting violations of certain provisions of the federal securities laws. Hilltop admitted to the facts in the settlement order, acknowledged its conduct violated the federal securities laws, and agreed to: (a) a cease-and-desist order, (b) a censure, (c) payment of a civil monetary penalty in the amount of \$1,600,000, and (d) certain undertakings related to the retention of electronic communications.

II. How to Access Form MA and Form MA-I Filings. The Firm's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at [Forms MA and MA-I](#). The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by the Firms in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by the Firm on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org/>, and the Firm's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov/>. For purposes of accessing such BrokerCheck reports or Form ADV, click previous hyperlinks.

PART C – MSRB Rule G-10 Disclosure

MSRB Rule G-10 covers Investor and Municipal Advisory Client education and protection. This rule requires that municipal advisors make certain disclosures to all municipal advisory clients. This communication is a disclosure only and does not require any action on your part. The disclosures are noted below.

1. Hilltop Securities Inc. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board as a Municipal Advisor.
2. You can access the website for the Municipal Securities Rulemaking Board at www.msrb.org
3. The Municipal Securities Rulemaking Board has posted a municipal advisory client brochure. A copy of the brochure is attached to the memo. This link will take you to the electronic version [MA Client Brochure](#)

PART D – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Municipal Advisor Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of the Firm. The Firm will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

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

REDUCE RISK AND COSTS WITH **PROVEN POLICIES**

Are Your Policies Putting You At Risk?

Operating a law enforcement agency brings countless challenges. Law enforcement leaders must keep up with frequent changes in laws and regulations, maintain positive community relations and ensure officer safety — all with reduced funding.

Many agencies rely on outdated, inadequate policies for guidance on these complex issues. And that in turn leaves them vulnerable to physical, financial and political risks.

Achieve Peace Of Mind With Lexipol

Lexipol's Law Enforcement Policies and Training solution provides:

- State-specific policies vetted by law enforcement professionals and public safety attorneys
- Updates in response to legislation, case law and evolving best practices
- Daily, scenario-based training to bring policy to life
- 24/7 access to your policies via a web-based platform and mobile app

Proven Results

After implementing Lexipol, Oregon agencies experienced....

45%



reduction in
frequency of
litigated claims

48%



reduction in
severity of claims
paid out

(Source: Citycounty Insurance Services)

Colorado member agencies that implemented Lexipol had....

37%



fewer claims

67%



lower incurred
costs

(Source: Colorado Intergovernmental Risk Sharing Agency)

Experience The Benefits Of Lexipol's Law Enforcement Services



Keep your personnel safe

Easy-to-understand policies and training provide consistent, clear guidance for officers to follow



Reduce liability

Policies that reflect federal and state laws and law enforcement best practices provide a strong legal defense



Improve policy understanding

Daily scenario-based training helps your personnel learn and apply your policies



Save time and money

Comprehensive, continuously updated policy content means you'll spend fewer resources on creating and maintaining your policies



Improve access to policy content

Your policy content is available anytime, anywhere through an online platform and mobile app



Enhance accountability

Reporting features let you track policy acknowledgment and training

Policies Designed To Protect

170+ policies covering high-risk areas for your department, including:

- Use of force
- Vehicle pursuits
- Body-worn cameras
- Social media
- Biased-based policing
- Standards of conduct
- Officer-involved shootings
- Search and seizure
- Mentally ill subjects
- Traffic operations
- Public recording of law enforcement activity

Trusted By More Than 3,000 Public Safety Agencies In 35 States



"Lexipol is the only provider that has policy that has been vetted by other chiefs, industry experts and lawyers. All you have to do is tailor the policies to your agency's needs."

Chief Steven Vaccaro
Mokena (IL) Police Department



"Lexipol is one of the best products I have seen in my 30+ years in law enforcement."

Sheriff Gerald Antinoro
Storey County (NV) Sheriff's Office



SOLUTIONS PROPOSAL



PREPARED FOR:

Seadrift Police Department
Chief Cheyenne Beaver
c.beaver@seadrifftx.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 policies
- 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.

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)

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
Phone: +14696152278
Email: jfarmer@lexipol.com

Quote #: Q-94509-2
Date: 11/21/2024
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:					USD 168.20
Implementation TOTAL:					USD 672.80

Discount Notes

Bundle Policy and PoliceOne Academy

21. Security Cameras - Review, Discuss, Consider, Take any action to approve funds for security cameras at the Police Department out of the Municipal Court Security Funds. (Paul Gonzales)

22. Executive Session – At any time during the Regular Meeting, the City Council may adjourn into an Executive Session as needed on any of the foregoing or following agenda items for one or more of the purposes authorized by the following section so the Texas Government Code: Section 551.074 for the discussion of possible personnel action regarding Public Official Paul Gonzales and Public Works Director, and Section 551.074 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.

23. 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. Public Official – Review, Discuss, Consider, Take any action on the grievance filed against Public Official Paul Gonzales.

24. Adjournment