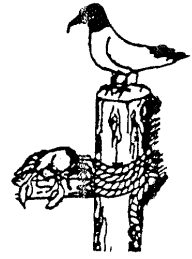




**CITY OF SEADRIFT**  
Post Office Box 159/501 S. Main St.  
Seadrift, Texas 77983  
Tel: (361) 785-2251  
Fax: (361) 785-2208  
[seadrift@seadrifttx.org](mailto:seadrift@seadrifttx.org)



# **CITY OF SEADRIFT**

## **FEBRUARY 25, 2025**

### **6:00 PM SPECIAL MEETING**

# **AGENDA PACKET**

**Seadrift City Hall - Council Chambers**

**501 S. Main St., Seadrift, TX 77983**

**Office: (361) 785-2251**

**Website: [www.seadrifttx.org](http://www.seadrifttx.org)**

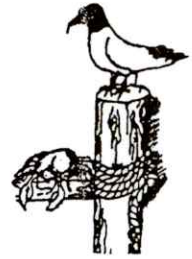
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Incorporated December 27, 1912  
[www.seadrifttx.org](http://www.seadrifttx.org)

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### NOTICE OF CITY COUNCIL MEETING

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

#### WORK SESSION AGENDA

**TUESDAY, FEBRUARY 25, 2025, AT 5:30 P.M.**

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

Public notice is hereby given that the Seadrift City Council of the City of Seadrift will meet in a Work Session on **Tuesday, February 25, 2025**, beginning at **5:30 PM** at the **Seadrift City Hall, Council Chambers, 501 S. Main St., Seadrift, TX 77983**, to allow the City Council to study, gather information, and discuss items on the agenda or any other City business. No action will be taken during the Work Session.

#### SPECIAL MEETING AGENDA

**TUESDAY, FEBRUARY 25, 2025, AT 6:00 P.M.**

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

Public notice is hereby given that the Seadrift City Council of the City of Seadrift will meet on **Tuesday, February 25, 2025**, beginning at **6:00 PM** at the **Seadrift City Hall, Council Chambers, 501 S. Main St., Seadrift, TX 77983**, for the purpose of discussing, considering, reviewing, and taking any action needed on the following items. *The following items may be considered in order of sequence OR the order may be moved around at the discretion of the Mayor or presiding officer during the meeting.*

**1. Call Meeting to Order**

- a. Roll Call and Certification of a Quorum
- b. Invocation & Pledge of Allegiance

**2. Citizen Comments.** Rules for speakers: Speakers must sign up using the Comment Form before the City Council meeting. Speakers have an allotted time of 3 minutes to speak, but those needing a translator will be allocated 6 minutes. Speakers will need to approach the podium and state their names. No Council discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law. Individuals wishing to speak during Citizen Comments must sign up before the meeting. Comment Forms can be found at Seadrift City Hall, before the meeting in the Council Chambers, or on the City's website at <https://seadrifttx.org/minutes-and-agendas>. Comment forms must be turned in and received by City Staff, before the Call to Order at the Council Meeting.

**3. Resolution 2025-02 | Support of Advanced Nuclear Technology** – Take any action to adopt a Resolution to support the advancement and funding of advanced nuclear technology by the 89th Legislature of the State of Texas. *(Alysa Jarvis)*

**4. RESTORE 582-22-33342 Bayfront West End Improvements** – Discuss and take any action on the method of completing paving for the Bayfront West End. *(Scott Mason with G&W Engineers)*

**5. Resolution 2025-03 | TDEM HMGP DR-4781 Grant Application** - Take any action to approve Resolution 2025-02 to apply for the Texas Division of Emergency Manager Grant Opportunity DR-4781 and to commit to the required local match if awarded. *(Gabriela Torres)*

**6. Resolution 2025-04 | TDEM HMGP DR-4798 Grant Application** - Take any action to approve Resolution 2025-03 to apply for the Texas Division of Emergency Manager Grant Opportunity DR-4798 and commit to the required local match if awarded. *(Gabriela Torres)*

*POSTED:  
02/21/2025  
@ 2:30 PM.*



**CITY OF SEADRIFT – FEBRUARY 25, 2025, SPECIAL CITY COUNCIL MEETING**

7. **Resolution 2025-05 | TxDot Municipal Maintenance Agreement** – Take any action to approve Resolution 2025-04 to authorize the Mayor and Mayor Pro-Tem to execute the Municipal Maintenance Agreement on behalf of the City of Seadrift. *(Gabriela Torres)*
8. **Rene's Water Operations | Contract Extension** – Take any action on extending the contract with Rene's Water Operations. *(Paul Gonzales)*
9. **Amend Job Description for Public Works Director** – Take any action to amend the job description for the Public Works Director regarding license requirements. *(Tracey Johnson)*
10. **Job Descriptions for Police Reserve Patrol Officer & Patrol Officer** – Take any action to approve the job descriptions for Reserve Patrol Officer & Patrol Officer. *(Paul Gonzales)*
11. **Moratorium on Water & Sewer Taps** – Take any action regarding a temporary moratorium ordinance. *(Alysa Jarvis)*
12. **Line of Credit Request for SR Trident** – Discuss and take any action to approve a second loan for \$257,826.70 to pay the remaining invoices due to SR Trident for the work completed for the FEMA PA DR 4332 PW 4450 Seawall Restoration Grant Project. *(Gabriela Torres)*
13. **Grievances filed against Public Official**
  - a. Discuss and Take any action on the grievance filed against Public Official Paul Gonzales from Robert Bryant (former Public Works Director).
  - b. Discuss and Take any action on the grievance filed against Public Official Paul Gonzales from Patrol Officer James Easley.
14. **Executive Session** – At any time the City Council may adjourn into an Executive Session as needed on any of the foregoing and following agenda items for one or more of the purposes authorized by Chapter 551 of the Texas Government Code, in accordance with the authority contained in the following sections:
  - a. **Sections 551.071 (Attorney Consultation)** for consultation with the City Attorney regarding pending employment 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.
15. **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.

**16. Adjournment**

**CERTIFICATION**

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

Signature:   
*Gabriela Torres, City Secretary*

Date Posted: 02/21/2025 @ 2:30 P.M.  
*Date and Time*

The Seadrift City Hall Council Chambers are wheelchair-accessible and accessible parking spaces are available. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact the City Secretary's Office at (361) 785-2251 or email [g.torres@seadrifftx.org](mailto:g.torres@seadrifftx.org), two working days prior to the meeting for appropriate arrangements.





# **1.Call Meeting to Order**

## **a. Roll Call and Certification of a Quorum**

## **b. Invocation & Pledge of Allegiance**

**2.Citizen Comments.** Rules for speakers: Speakers must sign up using the Comment Form before the City Council meeting. Speakers have an allotted time of 3 minutes to speak, but those needing a translator will be allocated 6 minutes. Speakers will need to approach the podium and state their names. No Council discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law. Individuals wishing to speak during Citizen Comments must sign up before the meeting. Comment Forms can be found at Seadrift City Hall, before the meeting in the Council Chambers, or on the City's website at <https://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.

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**3.Resolution 2025-02 | Support of Advanced Nuclear Technology** – Take any action to adopt a Resolution to support the advancement and funding of advanced nuclear technology by the 89th Legislature of the State of Texas. (*Alysa Jarvis*)





## CITY OF SEADRIFT

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### Resolution # 2025-02

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

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

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

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

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

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

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

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

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

Approved:

\_\_\_\_\_  
Tracey Johnson, *Mayor Pro-Tem*

Attest:

\_\_\_\_\_  
Gabriela Torres, *City Secretary*

**4.RESTORE 582-22-33342 Bayfront West End  
Improvements** – Discuss and take any action on the  
method of completing paving for the Bayfront West  
End. (*Scott Mason with G&W Engineers*)

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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

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February 11, 2025

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

**RE: LETTER CONCERNING PROJECT SCOPE - PAVING  
RESTORE A.D. Powers Bayfront Park West End Improvements  
TCEQ Contract No. 582-22-33342**

Dear Mayor and Council Members,

The City will need to decide how to move forward and complete this project. Outstanding work to date includes: Paving Improvements, Light Poles and Fixtures and Metal Roofs to be installed at the picnic pavilions. The light poles and fixtures, as well as, the metal roofs will be installed by the contractor.

As for the paving, circumstances have arisen where the paving contractor is not able to pave the entire project with a two-course surface treatment as planned. There are many factors that have caused this circumstance. The limestone is not in acceptable condition to pave. The original bid had a bid item to re-shape the limestone to receive the surface treatment. It was removed via a change order at the beginning of the project. This was because the bid was over budget and the city would be responsible for the overage. It was also the logic at the time that when the project was bid (June-July 2024) that things were wrapping up for the seawall project and if the paving happened quickly. This did not happen. The TCEQ took longer than anticipated to give the green light to move forward with construction after bidding, the contractor had the right to request a move in date and due to continued high tides into October and November work on the pier was delayed, and also the paving needed to be completed after all heavy equipment was moved out for the pier scope. Weather and use of the area over the past 8 months or so has caused the pavement to not be in a condition for surface treatment.

Now therefore we are at a point where we must act and make a decision as to how the city wishes to move forward. The TCEQ has stated that this decision is to come from the city. Currently the grant construction budget is \$240,000.00 and the contract with Shirley and Sons is for \$244,505.00. The city will have to pay \$4,505.00 out of city funds. In order to move forward G&W proposes the following options to choose from.

**Option 1:** To execute a change order to add back into the contract Bid Item No. 9: "Rework of existing limestone access area per plans and specifications including labor, equipment, and materials for a complete installation" a total of 7,765 SF for a dollar amount of \$15,530.00. This makes the total to be paid for out of city funds to be \$20,035.00. This will put money back into the project to get the condition of the limestone to a point where it can receive a surface treatment.



Pg 2

**Option 2:** To reduce the amount of "Chip Seal" to 16,965 square feet (Bid Item 11) to equate to bid item 11 being \$16,965.00 dollars, adding back the \$15,530.00 for 7,765 SF of reworking limestone. This would equate to the City using \$0.00 of their own funds and making the total project construction cost \$240,000.00. This would allow for being able to pave both driveways and the road that runs through. See photo/aerial of option 2.

**Option 3:** A combination of Option 1 & 2, in which the City is willing to spend some money out of their funds to see some additional paving done. If this is a case, please decide and vote on a number and report back to me. I will use the funds to pave as much as the money will take it by implementing option 2 strategy and using the bid tab pricing. Note the only way to pave the entire are will be option 1.

Please decide which option is acceptable for the City and is in the best interest of the City.

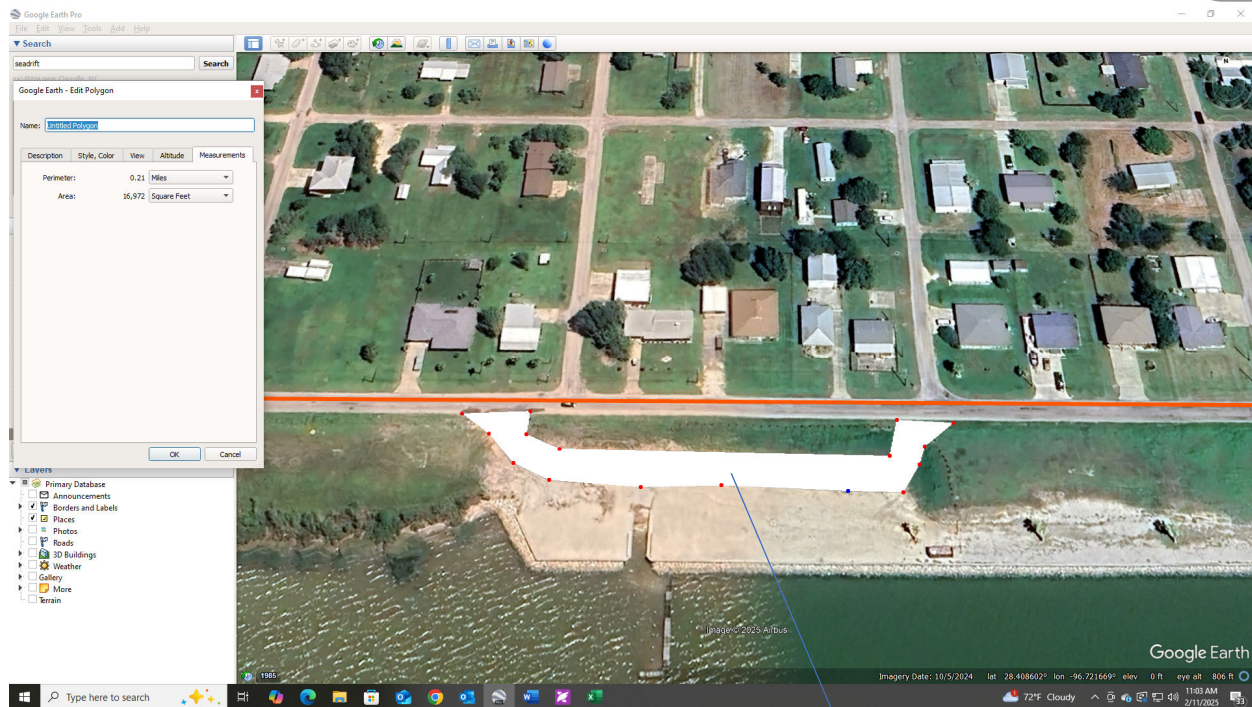
Sincerely,  
G & W Engineers, Inc.



Scott P. Mason, P.E.

Enclosures: Exhibit of Option 2

cc: Karen Blaney ~ GrantWorks  
file 9697.090



Option 2.

16,965+/- SQFT Area



## BID SCHEDULE PROPOSAL

**PROJECT NAME:** RESTORE A.D. POWERS BAYFRONT PARK RESTORATION PROJECT

**DUE DATE:** February 27, 2024

**BIDDER NAME:** Shirley and Sons Construction Co. Inc.

**BASE WORK SCOPE:** The project shall consist of the installation of a new courtesy pier, bollards, mooring piers, limestone access and parking area, appropriate fill as required, and demolition and removal of the existing dock for a complete project in place.

BASE BID				
Item #	Item Description	Quantity	Unit Price	Total Bid Price
1	Mobilization, Insurance, and Bonds	1 LS	\$ 24,000.00	\$ 24,000.00
2	Barricading, Signage, and Traffic Control	1 LS	\$ 3,000.00	\$ 3,000.00
3	Installation of Courtesy pier and breakwater wall per plans and specifications including labor, equipment and materials complete in place.	121 LF	\$ 665.00	\$ 80,465.00
4	Removal of existing Dock & Sheeting per plans and specifications including labor, equipment and materials complete in place.	121 LF	\$ 415.00	\$ 50,215.00
5	Installation of all 8" Ø Mooring piers per plans and specifications including labor, equipment and materials complete in place.	7 EA	\$ 2,000.00	\$ 14,000.00
6	Installation of Picnic shelters including but not limited to a concrete pad, picnic table, and canopy per plans and specifications including labor, equipment and materials complete in place.	2 EA	\$ 4,000.00	\$ 8,000.00
7	Installation of Solar Motion Lights, including but not limited to the pole, foundation, fasteners, and lighting devices per plans and specifications including labor, equipment and materials complete in place.	3 EA	\$ 6,000.00	\$ 18,000.00
8	Installation of 6" Ø Bollards per plans and specifications including labor, equipment and materials complete in place.	57 EA	\$ 75.00	\$ 4,275.00
9	Rework of existing Limestone access area per plans and specification including labor, equipment, and materials for a complete installation.	7,765 SF	\$ 2.00	\$ 15,530.00
10	Installation of Limestone access drive per plans and specification including labor, equipment, and materials for a complete installation.	1,850 SF	\$ 3.00	\$ 5,550.00
11	Installation of chip seal per plans and specification including labor, equipment, and materials for a complete installation.	37,000 SF	\$ 1.00	\$ 37,000.00
TOTAL BASE BID				\$ 260,035.00




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## **5.Resolution 2025-03 | TDEM HMGP DR-4781**

**Grant Application** - Take any action to approve Resolution 2025-02 to apply for the Texas Division of Emergency Manager Grant Opportunity DR-4781 and to commit to the required local match if awarded.  
*(Gabriela Torres)*



  
**CITY OF SEADRIFT**  
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[seadrift@seadrifftx.org](mailto:seadrift@seadrifftx.org)



**TDEM HMGP DR 4781 | RESOLUTION # 2025-03**

**A RESOLUTION OF THE CITY OF SEADRIFT, TEXAS, AUTHORIZING THE SUBMISSION OF A HAZARD MITIGATION GRANT PROGRAM (HMGP) APPLICATION THROUGH THE TEXAS DIVISION OF EMERGENCY MANAGEMENT AND AUTHORIZING THE MAYOR PRO-TEM AND CITY SECRETARY TO ACT AS THE CITY'S EXECUTIVE OFFICERS AND AUTHORIZED REPRESENTATIVES IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE DR-4781 HAZARD MITIGATION GRANT PROGRAM.**

**WHEREAS**, the City Council of the City of Seadrift, Texas desires to reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters; and

**WHEREAS**, the City desires to develop a viable community, including decent housing and a suitable living environment; and

**WHEREAS**, it is necessary and in the best interests of the City to apply for funding under the DR-4781 Hazard Mitigation Grant Program;

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

1. That one or more Hazard Mitigation Grant Program applications is hereby authorized to be filed on behalf of the City with the Texas Division of Emergency Management for eligible projects.
2. That the City's application(s) be placed in competition for funding under the April 2024 Severe Storms DR-4781 program.
3. That the application(s) be for up to 75% of eligible project costs for construction improvements, project engineering, and acquisition related to generators and/or other eligible activities.
4. That the City Council directs and designates the Mayor Pro-Tem and City Secretary as the City's Chief Executive Officers and Authorized Representatives to act in all matters in connection with this application and the City's participation in the Hazard Mitigation Grant Program.
5. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.
6. That it further be stated that the City is committing 25% of eligible project costs from its General Operating Fund as a cash contribution and/or in-kind services toward the engineering and construction activities of the selected project.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**Attest:**

\_\_\_\_\_  
Tracey Johnson, *Mayor Pro-Tem*

\_\_\_\_\_  
Gabriela Torres, *City Secretary*



DR-4781  
City of Seadrift  
WWTP WTP Generators  
Cost Breakdown  
02/24/2025



PROJECT:	Unit Qty	Unit of Measure	Unit Cost	Cost Estimate	Federal Share	Local Share
<b>Water Treatment Plant Generator</b>						
<b>Sub-recipient Management Costs</b>						
Contract Administration/Program Administration	140.00	Hour	\$200.00	\$28,000.00	\$28,000.00	\$0.00
<b>Total Sub-recipient Management Costs (cannot exceed 5% of Project Costs)</b>			<b>4.99%</b>	<b>\$28,000.00</b>	<b>\$28,000.00</b>	<b>\$0.00</b>
<b>Project Costs</b>						
500kW Diesel Emergency Generator	1	Each	\$264,545.00	\$264,545.00	\$198,408.75	\$66,136.25
Installation of Generator and Automatic Transfer Switch	200	Hour	\$150.00	\$30,000.00	\$22,500.00	\$7,500.00
Site Work and Concrete Pad for Generator	450	SF	\$40.00	\$18,000.00	\$13,500.00	\$4,500.00
Automatic Transfer Switch, Conduit, Wiring, Controls and Appurtenances	542	Each	\$240.00	\$130,080.00	\$97,560.00	\$32,520.00
Mobilization	1	Each	\$20,000.00	\$20,000.00	\$15,000.00	\$5,000.00
Contingency (5% Cap)	1	Each	\$28,000.00	\$28,000.00	\$21,000.00	\$7,000.00
Engineering Design (15% Cap)	235	Hour	\$300.00	\$70,500.00	\$52,875.00	\$17,625.00
<b>Total Project Cost</b>				<b>\$561,125.00</b>	<b>\$420,843.75</b>	<b>\$140,281.25</b>

<b>Total Number Of Connections:</b>	<b>939</b>
Residential Connections	876
Business Connections	63

<b>Wastewater Treatment Plant</b>						
<b>Sub-recipient Management Costs</b>						
Contract Administration/Program Administration	120.50	Hour	\$200.00	\$24,100.00	\$24,100.00	\$0.00
<b>Total Sub-recipient Management Costs (cannot exceed 5% of Project Costs)</b>			<b>4.99%</b>	<b>\$24,100.00</b>	<b>\$24,100.00</b>	<b>\$0.00</b>
<b>Project Costs</b>						
200kW Diesel Emergency Generator	1	Each	\$210,755.00	\$210,755.00	\$158,066.25	\$52,688.75
Installation of Generator and Automatic Transfer Switch	200	Hour	\$150.00	\$30,000.00	\$22,500.00	\$7,500.00
Site Work and Concrete Pad for Generator	450	SF	\$40.00	\$18,000.00	\$13,500.00	\$4,500.00
Automatic Transfer Switch, Conduit, Wiring, Controls and Appurtenances	500	Each	\$240.00	\$120,000.00	\$90,000.00	\$30,000.00
Mobilization	1	Each	\$20,000.00	\$20,000.00	\$15,000.00	\$5,000.00
Contingency (5% Cap)	1	Each	\$24,145.00	\$24,145.00	\$18,108.75	\$6,036.25
Engineering Design (15% Cap)	200	Hour	\$300.00	\$60,000.00	\$45,000.00	\$15,000.00
<b>Total Project Cost</b>				<b>\$482,900.00</b>	<b>\$362,175.00</b>	<b>\$120,725.00</b>

<b>Total Number Of Connections:</b>	<b>873</b>
Residential Connections	813
Business Connections	60

<b>WWTP &amp; WTP Generators Budget</b>						
<b>Sub-recipient Management Costs</b>						
Contract Administration/Program Administration	260.50	Hour	\$200.00	\$52,100.00	\$52,100.00	\$0.00
<b>Total Sub-recipient Management Costs (cannot exceed 5% of Project Costs)</b>			<b>4.99%</b>	<b>\$52,100.00</b>	<b>\$52,100.00</b>	<b>\$0.00</b>
<b>Project Costs</b>						
Generators				\$475,300.00	\$356,475.00	\$118,825.00
Installation of Generator and Automatic Transfer Switch				\$60,000.00	\$45,000.00	\$15,000.00
Site Work and Concrete Pad for Generator				\$36,000.00	\$27,000.00	\$9,000.00
Automatic Transfer Switch, Conduit, Wiring, Controls and Appurtenances				\$250,080.00	\$187,560.00	\$62,520.00
Mobilization				\$40,000.00	\$30,000.00	\$10,000.00
Contingency (5% Cap)				\$52,145.00	\$39,108.75	\$13,036.25
Engineering Design (15% Cap)				\$130,500.00	\$97,875.00	\$32,625.00
<b>Total Project Cost</b>				<b>\$1,044,025.00</b>	<b>\$783,018.75</b>	<b>\$261,006.25</b>

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## **6.Resolution 2025-04 | TDEM HMGP DR-4798**

**Grant Application** - Take any action to approve Resolution 2025-03 to apply for the Texas Division of Emergency Manager Grant Opportunity DR-4798 and commit to the required local match if awarded.

*(Gabriela Torres)*



## CITY OF SEADRIFT

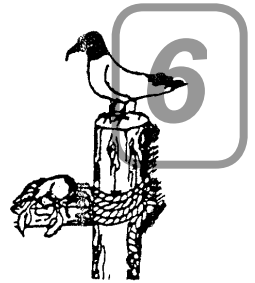
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### TDEM HMGP DR 4798 | RESOLUTION # 2025-04

**A RESOLUTION OF THE CITY OF SEADRIFT, TEXAS, AUTHORIZING THE SUBMISSION OF A HAZARD MITIGATION GRANT PROGRAM (HMGP) APPLICATION THROUGH THE TEXAS DIVISION OF EMERGENCY MANAGEMENT AND AUTHORIZING THE MAYOR PRO-TEM AND CITY SECRETARY TO ACT AS THE CITY'S EXECUTIVE OFFICERS AND AUTHORIZED REPRESENTATIVES IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE DR-4798 HAZARD MITIGATION GRANT PROGRAM.**

**WHEREAS**, the City Council of the City of Seadrift, Texas desires to reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters; and

**WHEREAS**, the City desires to develop a viable community, including decent housing and a suitable living environment; and

**WHEREAS**, it is necessary and in the best interests of the City to apply for funding under the DR-4798 Hazard Mitigation Grant Program;

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

1. That one or more Hazard Mitigation Grant Program applications is hereby authorized to be filed on behalf of the City with the Texas Division of Emergency Management for eligible projects.
2. That the City's application(s) be placed in competition for funding under the Hurricane Beryl DR-4798 program.
3. That the application(s) be for up to 75% of eligible project costs for construction improvements, project engineering, and acquisition related to generators and/or other eligible activities.
4. That the City Council directs and designates the Mayor Pro-Tem and City Secretary as the City's Chief Executive Officers and Authorized Representatives to act in all matters in connection with this application and the City's participation in the Hazard Mitigation Grant Program.
5. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.
6. That it further be stated that the City is committing 25% of eligible project costs from its General Operating Fund as a cash contribution and/or in-kind services toward the engineering and construction activities of the selected project.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**Attest:**

\_\_\_\_\_  
Tracey Johnson, *Mayor Pro-Tem*

\_\_\_\_\_  
Gabriela Torres, *City Secretary*

DR-4781  
City of Seadrift  
WWTP WTP Generators  
Cost Breakdown  
02/24/2025

6

PROJECT:	Unit Qty	Unit of Measure	Unit Cost	Cost Estimate	Federal Share	Local Share
<b>Water Treatment Plant Generator</b>						
<b>Sub-recipient Management Costs</b>						
Contract Administration/Program Administration	140.00	Hour	\$200.00	\$28,000.00	\$28,000.00	\$0.00
<b>Total Sub-recipient Management Costs (cannot exceed 5% of Project Costs)</b>			<b>4.99%</b>	<b>\$28,000.00</b>	<b>\$28,000.00</b>	<b>\$0.00</b>
<b>Project Costs</b>						
500kW Diesel Emergency Generator	1	Each	\$264,545.00	\$264,545.00	\$198,408.75	\$66,136.25
Installation of Generator and Automatic Transfer Switch	200	Hour	\$150.00	\$30,000.00	\$22,500.00	\$7,500.00
Site Work and Concrete Pad for Generator	450	SF	\$40.00	\$18,000.00	\$13,500.00	\$4,500.00
Automatic Transfer Switch, Conduit, Wiring, Controls and Appurtenances	542	Each	\$240.00	\$130,080.00	\$97,560.00	\$32,520.00
Mobilization	1	Each	\$20,000.00	\$20,000.00	\$15,000.00	\$5,000.00
Contingency (5% Cap)	1	Each	\$28,000.00	\$28,000.00	\$21,000.00	\$7,000.00
Engineering Design (15% Cap)	235	Hour	\$300.00	\$70,500.00	\$52,875.00	\$17,625.00
<b>Total Project Cost</b>				<b>\$561,125.00</b>	<b>\$420,843.75</b>	<b>\$140,281.25</b>

<b>Total Number Of Connections:</b>	<b>939</b>
Residential Connections	<b>876</b>
Business Connections	<b>63</b>

<b>Wastewater Treatment Plant</b>						
<b>Sub-recipient Management Costs</b>						
Contract Administration/Program Administration	120.50	Hour	\$200.00	\$24,100.00	\$24,100.00	\$0.00
<b>Total Sub-recipient Management Costs (cannot exceed 5% of Project Costs)</b>			<b>4.99%</b>	<b>\$24,100.00</b>	<b>\$24,100.00</b>	<b>\$0.00</b>
<b>Project Costs</b>						
200kW Diesel Emergency Generator	1	Each	\$210,755.00	\$210,755.00	\$158,066.25	\$52,688.75
Installation of Generator and Automatic Transfer Switch	200	Hour	\$150.00	\$30,000.00	\$22,500.00	\$7,500.00
Site Work and Concrete Pad for Generator	450	SF	\$40.00	\$18,000.00	\$13,500.00	\$4,500.00
Automatic Transfer Switch, Conduit, Wiring, Controls and Appurtenances	500	Each	\$240.00	\$120,000.00	\$90,000.00	\$30,000.00
Mobilization	1	Each	\$20,000.00	\$20,000.00	\$15,000.00	\$5,000.00
Contingency (5% Cap)	1	Each	\$24,145.00	\$24,145.00	\$18,108.75	\$6,036.25
Engineering Design (15% Cap)	200	Hour	\$300.00	\$60,000.00	\$45,000.00	\$15,000.00
<b>Total Project Cost</b>				<b>\$482,900.00</b>	<b>\$362,175.00</b>	<b>\$120,725.00</b>

<b>Total Number Of Connections:</b>	<b>873</b>
Residential Connections	<b>813</b>
Business Connections	<b>60</b>

<b>WWTP &amp; WTP Generators Budget</b>						
<b>Sub-recipient Management Costs</b>						
Contract Administration/Program Administration	260.50	Hour	\$200.00	\$52,100.00	\$52,100.00	\$0.00
<b>Total Sub-recipient Management Costs (cannot exceed 5% of Project Costs)</b>			<b>4.99%</b>	<b>\$52,100.00</b>	<b>\$52,100.00</b>	<b>\$0.00</b>
<b>Project Costs</b>						
Generators				\$475,300.00	\$356,475.00	\$118,825.00
Installation of Generator and Automatic Transfer Switch				\$60,000.00	\$45,000.00	\$15,000.00
Site Work and Concrete Pad for Generator				\$36,000.00	\$27,000.00	\$9,000.00
Automatic Transfer Switch, Conduit, Wiring, Controls and Appurtenances				\$250,080.00	\$187,560.00	\$62,520.00
Mobilization				\$40,000.00	\$30,000.00	\$10,000.00
Contingency (5% Cap)				\$52,145.00	\$39,108.75	\$13,036.25
Engineering Design (15% Cap)				\$130,500.00	\$97,875.00	\$32,625.00
<b>Total Project Cost</b>				<b>\$1,044,025.00</b>	<b>\$783,018.75</b>	<b>\$261,006.25</b>



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## **7.Resolution 2025-05 | TxDot Municipal**

**Maintenance Agreement** – Take any action to approve Resolution 2025-04 to authorize the Mayor and Mayor Pro-Tem to execute the Municipal Maintenance Agreement on behalf of the City of Seadrift. (*Gabriela Torres*)



## CITY OF SEADRIFT

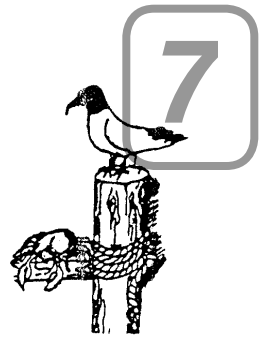
Post Office Box 159/501 S. Main St.

Seadrift, Texas 77983

Tel: (361) 785-2251

Fax: (361) 785-2208

[seadrift@seadrifttx.org](mailto:seadrift@seadrifttx.org)



### TxDot Municipal Maintenance Agreement | Resolution 2025-05

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEADRIFT, TEXAS, AUTHORIZING THE CITY TO ENTER INTO A MUNICIPAL MAINTENANCE AGREEMENT WITH TXDOT THAT OUTLINES THE RESPONSIBILITIES OF BOTH THE STATE AND CITY IN THEIR MUTUAL EFFORTS TO MAINTAIN A SAFE AND SATISFACTORY HIGHWAY SYSTEM WITHIN THE CORPORATE CITY LIMITS.**

**WHEREAS**, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

**WHEREAS**, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter into agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

**WHEREAS**, The Executive Director, acting for and on behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within the City, conditioned that the City will enter into agreements with the State for the purpose of determining the respective responsibilities of the parties; and

**WHEREAS**, The City has requested the State to assist in the maintenance and operation of State highways within the City as described in the Municipal Maintenance Agreement.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Seadrift hereby authorizes the Mayor and/or Mayor Pro-Tem to execute the Municipal Maintenance Agreement on behalf of the City of Seadrift.

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

\_\_\_\_\_  
Tracey Johnson, *Mayor Pro-Tem*

Attest:

\_\_\_\_\_  
Gabriela Torres, *City Secretary*



## MUNICIPAL MAINTENANCE AGREEMENT

This Municipal Maintenance Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the State of Texas through the Texas Department of Transportation ("State"), and the City of \_\_\_\_\_ (population \_\_\_\_\_, 2020, latest Federal Census) acting by and through its duly authorized officers ("City").

### RECITALS

**A.** Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

**B.** Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

**C.** The Executive Director, acting for and on behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within the City, conditioned that the City will enter into agreements with the State for the purpose of determining the respective responsibilities of the parties; and

**D.** The City has requested the State to assist in the maintenance and operation of State highways within the City as described herein. The Municipal Ordinance or Resolution authorizing the undersigned City Official to execute this Agreement on behalf of the City is attached as **Exhibit C**.

### AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, it is agreed as follows:

#### ARTICLE I. COVERAGE

1. State assumption of maintenance and operations described in this Agreement shall be effective on the date of execution of this agreement by the Texas Department of Transportation.
2. In this Agreement, the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.



3. This Agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:
  - A. Non-Controlled Access highways or portions thereof which are described as “State Maintained and Operated” highways in the document attached and incorporated as **Exhibit A**.
  - B. All State highways or portions thereof which have been designated by the Texas Transportation Commission, or are maintained and operated, as Controlled Access Highways and which are described in the document attached and incorporated as **Exhibit B**.
4. In the event that the present system of State highways within the City is changed by cancellation, modified routing, new routes, or a change to City boundaries, the State shall terminate maintenance and operation and this Agreement shall become null and void on those portions of the highways which are no longer on the State Highway System; and this Agreement shall apply to the new highways on the State Highway System within the City; and they shall be classified as “State Maintained and Operated” under paragraph 3 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.
5. Exhibits that are a part of this Agreement may be changed with both parties’ written concurrence. Additional exhibits may also be added with both parties’ written concurrence. The Parties shall periodically update any exhibits to reflect changes to the State Highway System under paragraph 3. Paragraph 4 shall apply to changes to the State Highway System regardless of whether an exhibit has been updated under this Paragraph.
6. The terms of the Agreement apply to a State Highway described by paragraphs 2-4 of this Article, unless provided otherwise in a specific project agreement.

## ARTICLE II. GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.
2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.
3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.





4. Traffic regulations, including speed limits, shall be established only after traffic and engineering studies have been completed by the State or City, as applicable and in accordance with 43 Tex. Admin. Code Ch. 25, Subch. B, and approved by the State.
5. The State shall install, maintain, and operate, when required, all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way, including main lanes and frontage roads, except as otherwise provided in this paragraph and elsewhere in this Agreement.
  - A. At the intersections of off-system approaches to State highways, the City shall install and maintain (1) all stop signs, yield signs, and one-way signs to regulate, warn, and guide traffic on the off-system street, even if such signs are to be installed on State right-of-way, and (2) any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. These signs and markings must meet or exceed the latest State breakaway standards, if applicable, and be in accordance with the latest edition/revision of the Texas Manual on Uniform Traffic Control Devices
  - B. The City shall install and maintain all street name signs except for those mounted on State-maintained traffic signal poles or arms or special advance street name signs on State right-of-way.
  - C. Any other signs or pavement markings desired by the City on State right-of-way shall require prior written authorization by the State, and shall be installed and maintained by the City.
  - D. All signs and markings installed by the City under this Paragraph must meet or exceed the latest State breakaway standards, if applicable, and be in accordance with the latest edition/revision of the Texas Manual on Uniform Traffic Control Devices. All existing signs or markings shall be upgraded on a maintenance replacement basis to meet these requirements.
6. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation, and necessity, shall be determined by traffic and engineering studies as provided by regulation in the Texas Administrative Code.
  - A. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State.
  - B. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, shall be indicated by the



proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement shall be covered under a separate agreement.

- C.** This Agreement satisfies the agreement requirements of 43 Tex. Admin. Code § 25.5 concerning traffic signal installation, unless the parties determine a separate agreement is necessary to address project-specific issues that are not otherwise addressed by this Agreement.
- 7.** Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation, except in those installations specifically covered by separate agreements between the City and State.
  - A.** For all highway lighting system projects, including those covered by separate agreements unless provided otherwise therein, (1) costs shall include the electricity required to construct and operate the lighting system, (2) the State shall not begin the trial phase of a newly installed lighting system until the applicable utility account is established by the City.
  - B.** Attached as **Exhibit D** is a list of lighting installations subject to this Agreement, but which do not have a separate agreement. Exhibit D shall be updated as necessary pursuant to Article 1, Section 6.
- 8.** The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways inside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.
- 9.** The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State. Permitted landscaping and public art installations shall be handled through separate agreements.
- 10.** New construction of sidewalks, shared use pathways, curb ramps, or other accessibility-related items by either Party shall comply with current ADA standards. Except as otherwise provided in this paragraph, the City is responsible for the maintenance of these items, regardless of whether the City or the State constructed the item. Maintenance includes keeping sidewalks clear of debris and vegetation, but does not

include pavement work except as provided in the next sentence. If a Party's highway project is considered an "alteration" under the ADA that triggers the requirement to construct or upgrade accessibility-related items, that Party is responsible for the construction or upgrade, unless provided otherwise in a separate agreement.

11. If the City has a driveway permit process that has been submitted to and approved by the State, the City shall issue permits for access driveways on State highway routes and shall assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State shall issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's Access Management Manual.
12. The use of unused right-of-way and areas beneath structures for public functions, such as parking, recreation, and law enforcement use, shall be determined by a separate agreement.
13. The State shall be responsible for installation, repair, and maintenance of any mailbox supports installed on the State highway system, including any markings needed on the mailbox supports.
14. The State shall be responsible for installation, repair, and maintenance of any roadside barriers including guardrail, guardrail end treatments, cable barriers, and concrete barriers needed for traffic safety on the state highway system.
15. The State shall be responsible for any structural repairs needed at bridges, culverts, drainage pipes, embankments, and retaining walls on the state highway system.
16. For purposes of this Agreement, "grade separation structure" is defined as any bridge, overpass, or similar structure that raises the roadway above ground level, regardless of what is underneath the structure.

### **ARTICLE III. NON-CONTROLLED ACCESS HIGHWAYS**

The following specific conditions and responsibilities shall apply to the non-controlled access State highways described in Exhibit A, in addition to the General Conditions in Article II above.

#### **1. State's Responsibilities (Non-Controlled Access)**

- A. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of vehicular loads encountered, and maintain the shoulders.



- B. Assist in mowing and litter pickup within the right of way to supplement City resources, when requested by the City and if State resources are available.
- C. Assist in sweeping and otherwise cleaning the traveled surface and shoulders to supplement City resources, when requested by the City and if State resources are available.
- D. Assist in snow and ice control to supplement City resources, when requested by the City and if State resources are available.
- E. Structural maintenance and repairs of drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility outside of the right of way or State easements but within its corporate limits.
- F. In cities with less than 50,000 population, the State shall install and maintain school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks.
- G. Install, operate, and maintain traffic signals in cities with less than 50,000 population.
- H. In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds, if the City agrees to enter into an agreement setting forth the responsibilities of each party.

## **2. City's Responsibilities (Non-Controlled Access)**

- A. Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.
- B. Install and maintain all parking restriction signs, pedestrian crosswalks (except as provided in Art. II.5), parking stripes, and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population shall also install, operate, and maintain all school safety devices and school crosswalks.
- C. Signing and marking of intersecting city streets with State highways shall be the full responsibility of the City (except as provided under Art. II.5).
- D. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.



- E.** Regular cleanups and litter control to ensure drainage facilities are clear. Further, State structural maintenance and repair of drainage facilities within the right-of-way does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way or State easements but within its corporate limits, except where participation by the State is specifically covered in a separate agreement between the City and the State.
- F.** Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations shall be handled by a separate agreement.
- G.** Perform mowing and litter pickup.
- H.** Sweep and otherwise clean the pavement, including grade separation structures. This includes cleaning and removing litter, trash, discarded personal property, unauthorized temporary shelters, or any other unauthorized item from all areas within the right of way, including underneath a grade separation structure.
- I.** Perform snow and ice control.
- J.** Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State.

#### **ARTICLE IV. CONTROLLED ACCESS HIGHWAYS**

The following specific conditions and responsibilities shall apply to the controlled access State highways described in Exhibit B, in addition to the General Conditions in Article II above.

##### **1. State's Responsibilities (Controlled Access)**

- A.** Maintain the traveled surface and foundations of the main lanes, ramps, and frontage necessary for the proper support of vehicular loads encountered.
- B.** Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist. Assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads on the City's request and if State resources are available.
- C.** Sweep and otherwise clean the traveled surface and shoulders of the main lanes, ramps, grade separation structures, and frontage roads.
- D.** Remove snow and control ice on the main lanes and ramps. Assist in these operations on the frontage roads and grade separation structures on the City's request and if State resources are available.





- E. Install and maintain school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads on frontage roads. This does not include other pedestrian crosswalks.
- F. Install, operate and maintain traffic signals at ramps and frontage road intersections, unless covered by a separate agreement.
- G. Structural maintenance and repair of drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way or State easement but within its corporate limits.

## **2. City's Responsibilities (Controlled Access)**

- A. Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances or resolution and taking other appropriate action in addition to full compliance with current laws on parking.
- B. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance or resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.
- C. Secure the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.
- D. Pass necessary ordinances or resolutions and retain responsibility for enforcing the control of access to an expressway/freeway facility.
- E. Sweep and otherwise clean the pavement other than the traveled surface and shoulders, including underneath grade separation structures. This includes cleaning and removing litter, trash, discarded personal property, unauthorized temporary shelters, or any other unauthorized item.
- F. Mow and clean up litter between the right-of-way line and the outermost curb or crown line of the frontage roads, including drainage facilities in this area.



- G. Install and maintain all parking restriction signs, pedestrian crosswalks (except as provided by Art. II.5), and parking stripes when agreed to by the State in writing.
- H. Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as provided by Art. II.5).
- I. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. State maintenance of drainage facilities within the right-of-way does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way but within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.

## ARTICLE V. TERMINATION

1. All obligations of the State to maintain and operate a State highway covered by this agreement shall terminate if and when such highway ceases to be designated as part of the State highway system.
2. Should either party fail to properly fulfill its obligations under this Agreement, the other party may terminate this agreement upon 30 days written notice.
3. Upon termination, all maintenance and operation duties on non-controlled access State highways shall revert to City responsibilities, except that the State shall retain all maintenance and operation responsibilities on controlled access State highways.

City of \_\_\_\_\_

State of Texas

Signature

TxDOT District Engineer

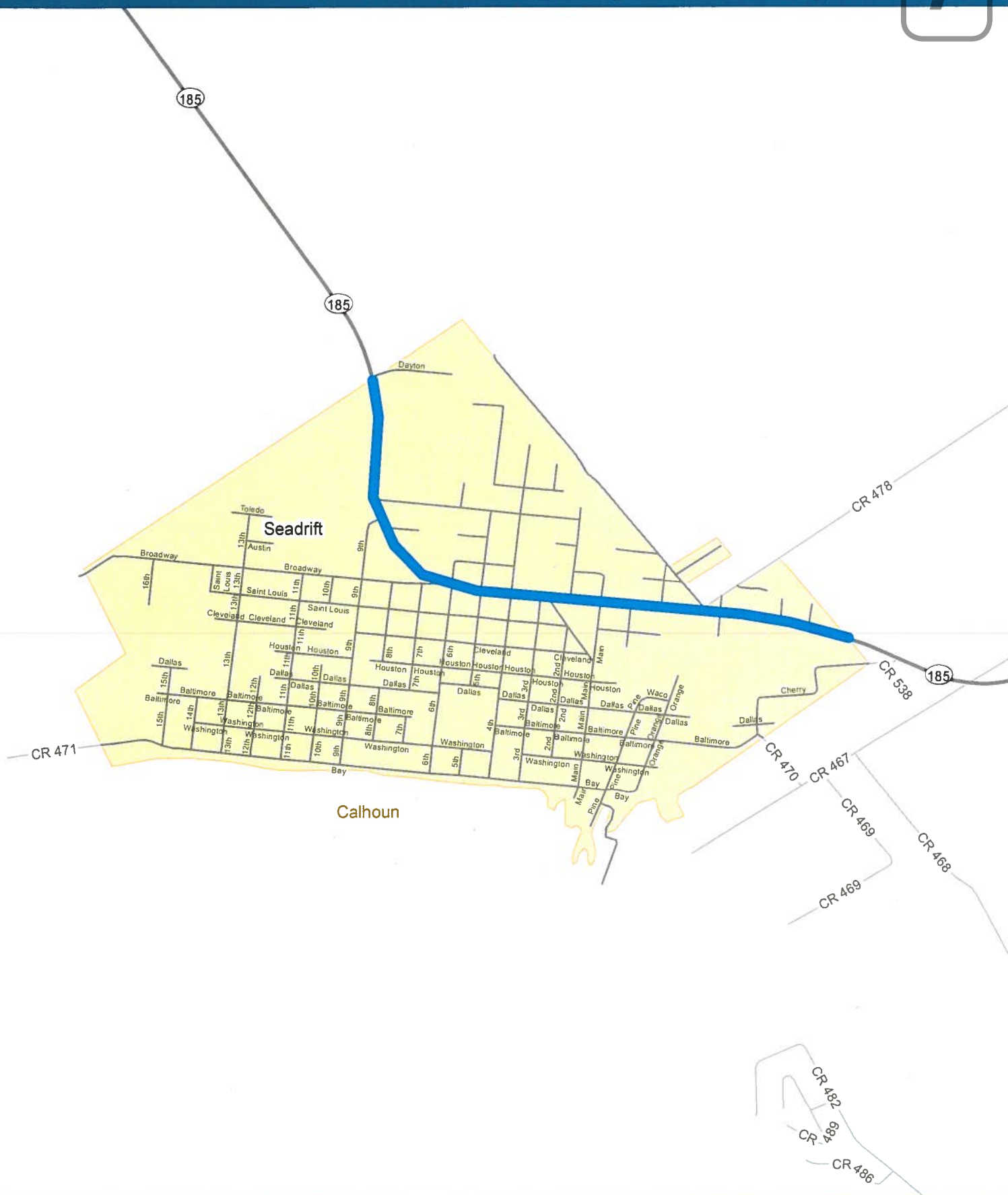
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Texas Department of Transportation  
YKM District  
Thursday, January 16, 2014

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Notice  
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**8. Rene's Water Operations | Contract Extension –**  
Take any action on extending the contract with  
Rene's Water Operations. (*Paul Gonzales*)

***RENE'S WATER OPERATIONS  
INDEPENDENT CONTRACTOR AGREEMENT***

This Independent Contractor Agreement (this "Agreement") is made effective as of **February 25, 2025** by and between The City of Seadrift (the "Company"), P.O. Box 159, Texas 77983, and Rene's Water Operations (the "Contractor"), of 407 Camino Drive, Victoria, Texas 77905. In this Agreement, the party who is contracting to receive the services shall be referred to as "Company", and the party who will be providing the services shall be referred to as "Contractor".

**1. DESCRIPTION OF SERVICES.** Beginning immediately after being signed approved, Contractor will provide the following services (collectively, the "Services"): As described in the attached Exhibit A

**2. PAYMENT FOR SERVICES.** Company will pay compensation to Contractor for the Services. Payments will be made as follows: A monthly payment of \$3,500.00 will be due before the 1<sup>st</sup> of the every month during length of contract (a \$200.00 late fee will be applied for payments not received by the 1<sup>st</sup> of the month). Additional fees are \$80.00 per hour.

**3. TERM/TERMINATION.** Termination of this agreement will occur as follows: This agreement will terminate \_\_\_\_\_ from starting date.

**4. RELATIONSHIP OF PARTIES.** It is understood by the parties that Contractor is an independent contractor with respect to Company, and not an employee of the Company. Company will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Contractor.

**5. WORK PRODUCT OWNERSHIP.** Any works, ideas, discoveries, inventions, products, or other information, whether or not copyrightable or patentable (collectively, the "Work Product") developed in whole or in part by the Contractor in connection with the Services shall be the exclusive property of the Company. Upon request, Contractor shall sign all documents necessary to confirm or perfect the exclusive ownership of the Company to the Work Product.

**6. CONFIDENTIALITY.** Contractor may have had access to proprietary, private and/or otherwise confidential information ("Confidential Information") of the Company. Confidential Information shall mean all non-public information which constitutes, relates or refers to the operation of the business of the Company, including without limitation, all financial, investment, operational, personnel, sales, marketing, managerial and statistical information of the Company, and any and all trade secrets, customer lists, or pricing information of the Company. Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Contractor, or divulge, disclose, or communicate in any manner any Confidential Information. Contractor will protect such information and treat the Confidential Information as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Contractor will return to Company all



Confidential Information, whether physical or electronic, and other items that were used, created, or controlled by the Contractor during the term of this Agreement.

**7. INJURIES.** Contractor agrees to pay for any and all damage, loss or expense of every kind and nature suffered by the company, caused by or arising in whole or in part out of any act or omission of contractor, contractor's subcontractors, or their respective agents and employees, or out of the work performed hereunder, save and except such damages may be caused by the willful misconduct or sole negligence of company. Contractor further agrees to reimburse and indemnify company for and hold company harmless from any and all claims, causes of action, liability, loss, damage, or expense of every kind of nature, including but not limited to, attorney's fees and costs, which may in whole or in part be caused by or arise out of any act of omission of contractor, contractor's subcontractor's, or their respective agents and employees, or arising out of the contractor's use of the leased premises. Contractor's liability under this paragraph shall apply regardless of whether the incidence or occurrence giving rise to such liability was caused in part by company. But it shall not apply if caused by the willful misconduct or sole negligence of company.

Contractor's obligations under the foregoing paragraph include, without limitation, claims, causes of action, liability, loss, damage or expense of every type arising in whole or in part out of breach of contract, breach of warranty, negligence, gross negligence, strict tort or "product liability", defective design, contribution, indemnity of trespass, In addition, such obligations cover, without limitation, damages, (actual, consequential and punitive) of every type resulting in whole or in part out of personal injury to, illness or death of any person or damage to or loss of property of any person, firm or corporation (including but not limited to property in the custody of or owned, used or leased by contractor).

**8. NO CONFLICTS.** Contractor hereby represents and warrants to Company that its execution and performance of this Agreement does not and will not breach any other agreement and does not require the consent of any other person or entity.

**9. ENTIRE AGREEMENT.** This Agreement constitutes the entire contract between the parties. All terms and conditions contained in any other writings previously executed by the parties regarding the matters contemplated herein shall be deemed to be merged herein and superseded hereby. No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto.

**10. WAIVER OF BREACH.** The waiver by Company of a breach of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

**11. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**12. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Texas.

**13. SIGNATORIES.** This Agreement shall be signed by City of Seadrift, Mayor and or Council Members on behalf of The City of Seadrift and by Rene Rodriguez Jr., Owner on behalf of Rene's Water Operations. This Agreement is effective immediately after the necessary signatories sign agreement.

## **EXHIBIT A**

### **SCOPE OF WORK**

- Oversee water monitoring process and control duties for the City of Seadrift.
- Daily inspection and operation at water treatment facility by licensed personnel as required by TCEQ.
- To have a current water license required for necessary operation of the water system and facilities.
- General water process and control duties Monday through Friday excluding holidays and weekends. Additional fees apply to general water process and control duties on weekends and holidays. Callouts and for work services outside normal process control and monitoring duties.
- Collect water samples as required by TCEQ.
- Maintain and submit water treatment records as required by TCEQ.
- Make repairs to the water treatment facility and system within contractor's capabilities. (Additional fees will apply).
- Submit a monthly report to board or council on the status of water system facility.
- Rene's Water Operations (CONTRACTOR) is not financially or physically responsible for the quality of water post or pre-treatment, any violations, or damage to the property of Seadrift (company) that may occur during length of contract.

COMPANY:  
City of Seadrift

By: \_\_\_\_\_  
City of Seadrift  
Tracey Johnson, Mayor Pro-Tem

By: \_\_\_\_\_  
City of Seadrift  
Gabriela Torres, City Secretary

CONTRACTOR:  
Rene's Water Operations


By: \_\_\_\_\_  
Rene Rodriguez Jr.  
Owner

## **9. Amend Job Description for Public Works**

**Director** – Take any action to amend the job description for the Public Works Director regarding license requirements. (Tracey Johnson)





  
**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](mailto:seadrift@seadrifttx.org)



## **PUBLIC WORKS DIRECTOR JOB DESCRIPTION**

**POSITION:** DIRECTOR OF PUBLIC WORKS

**EMPLOYEE CLASSIFICATION:** SALARIED - EXEMPT *(Set by the City Council on January 14, 2025)*

**SUMMARY OF POSITION:**

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

**ORGANIZATIONAL RELATIONSHIPS:**

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

**MAJOR DUTIES:**

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

- Prepares and performs verbal and written presentations to City Council and City Staff as required.
- Works closely with other department heads, directors, engineers, developers, and contractors regarding public works activities and projects.
- Perform other duties assigned by the City Council and Mayor.
- Must be available for 24-hour emergency calls.

**KNOWLEDGE AND SKILLS REQUIRED BY THE POSITION:**

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

**CONTACTS:**

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

**PHYSICAL DEMANDS AND WORKING CONDITIONS:**

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

**REQUIRED EDUCATION, DEGREES, CERTIFICATES, AND / OR LICENSE(S):**

- Bachelor's degree and three years of Public Works Administrative experience or High School Diploma (or equivalent) and five years of Public Works Administrative experience. Considerable knowledge of municipal government with three years' experience in an upper management capacity.
- Valid Texas Motor Vehicle Operator's License.
- Must live within 45 minutes of response time to a utility emergency.

**AMENDMENT**

- **CURRENT:** Minimum Class C License in Water and Class C License in Wastewater, both from the Texas Commission on Environmental Quality (TCEQ).
- **OPTION 1:** Minimum Class C License in Water, with the ability to obtain a Class C License in Wastewater within 24 months, both from the Texas Commission on Environmental Quality (TCEQ).
- **OPTION 2:** Minimum Class C License in either Water or Wastewater, both from the Texas Commission on Environmental Quality (TCEQ), with the ability to obtain the other license within 24 months.

**REQUIREMENTS FOR CLASS C LICENSE IN WATER & WASTEWATER****Wastewater Class C Licensing Requirements**

- Education: High School diploma or GED
- Work Experience: two years of work experience. At least one-half of the work experience must be obtained in the specific field for the license that is requested.
- Required Courses: Basic Wastewater Operation, Activated Sludge or Wastewater Treatment, plus one elective course.

**Water Class C Licensing Requirements (Surface, Groundwater, and Distribution)**

- Education: High School diploma or GED
- Work Experience: two years of experience, one of which must be "hands-on". At least one-half of the work experience must be obtained in the specific field for the license that is requested.
- Required Courses: Basic Waterworks Operations, Groundwater Production, Resiliency Overview, and one elective course (Training Courses approved by TCEQ).

**10. Job Descriptions for Police Reserve Patrol Officer & Patrol Officer** – Take any action to approve the job descriptions for Reserve Patrol Officer & Patrol Officer. (*Paul Gonzales*)



## SEADRIFT POLICE DEPARTMENT

103 W. Dallas Avenue, Seadrift, TX 77983

Office: 361.785.2069

Email: [police@seadrifttx.org](mailto:police@seadrifttx.org)

10

*Cheyenne Beaver*  
**CHIEF OF POLICE**

### **RESERVE POLICE OFFICER**

**Hours for this position may vary but not less than 12 hours worked a month will be required; other necessary duties to be discussed during the pre-employment interview.**

#### **JOB DEFINITION:**

Under basic supervision, patrols; investigates, responds to calls for service, enforces laws, prevents crimes, and assists the general public; conducts surveillance, monitors traffic, and maintains order in the City.

#### **Skill in:**

Interpreting and applying criminal laws to information, evidence, and other data compiled.

Working under stressful conditions and emergency situations.

Investigating, researching, and analyzing facts and situations.

Exercising controlled discretion, communicating with violators, recognizing suspicious behavior patterns, mediating difficult situations, and using effective arrest and control techniques.

Care, maintenance, and safe operation of a variety of firearms, impact weapons, chemical agents, and other law enforcement tools and equipment.

Remaining alert at all times and reacting quickly and calmly in emergency situations.

Preparing clear, comprehensive, and accurate reports.

Establishing and maintaining cooperative working relationships with co-workers, officials, community groups, advocates, and representatives from local, state and federal agencies.

Operating a personal computer utilizing a variety of business software.

Communicating effectively verbally and in writing.

**MINIMUM QUALIFICATIONS:**

College Degree Preferred

High School Diploma or GED equivalent;

Successful completion of Police Academy training

After successful completion of field training having met the requirements for Basic Peace Officer Licensure

State of Texas driver's license is required

Basic Peace Officers License and certification from Texas Commission on Law Enforcement Officers Standards and Education (TCOLE) is required.

Depending on the needs of the City, additional licenses and certifications may be required.





## SEADRIFT POLICE DEPARTMENT

103 W. Dallas Avenue, Seadrift, TX 77983

Office: 361.785.2069

Email: [police@seadrifttx.org](mailto:police@seadrifttx.org)

*Cheyenne Beaver*  
**CHIEF OF POLICE**

### **POLICE OFFICER**

**Hours for this position may vary but not less than 40 hours worked a week will be required; payscale to be discussed during the pre-employment interview.**

#### **JOB DEFINITION:**

Under basic supervision, patrols; investigates, responds to calls for service, enforces laws, prevents crimes, and assists the general public; conducts surveillance, monitors traffic, and maintains order in the city. Opportunity for advancement into other positions could become available.

#### **Skill in:**

Interpreting and applying criminal laws to information, evidence, and other data compiled.

Working under stressful conditions and emergency situations.

Investigating, researching, and analyzing facts and situations.

Exercising controlled discretion, communicating with violators, recognizing suspicious behavior patterns, mediating difficult situations, and using effective arrest and control techniques.

Care, maintenance, and safe operation of a variety of firearms, impact weapons, chemical agents, and other law enforcement tools and equipment.

Remaining alert at all times and reacting quickly and calmly in emergency situations.

Preparing clear, comprehensive, and accurate reports.

Establishing and maintaining cooperative working relationships with co-workers, officials, community groups, advocates, and representatives from local, state and federal agencies.

Operating a personal computer utilizing a variety of business software.

Communicating effectively verbally and in writing.

**MINIMUM QUALIFICATIONS:**

College Degree Preferred

High School Diploma or GED equivalent;

Successful completion of Police Academy

After successful completion of field training having met the requirements for Basic Peace Officer Licensure

State of Texas driver's license is required

Basic Peace Officers License and certification from Texas Commission on Law Enforcement Officers Standards and Education (TCOLE) is required.

Depending on the needs of the city, additional licenses and certifications may be required.

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# **11. Moratorium on Water & Sewer Taps –**

Take any action regarding a temporary moratorium ordinance. (*Alysa Jarvis*)

## **Local Gov't Code Section 212.133**

### **Procedure for Adopting Moratorium**

A municipality may not adopt a moratorium on property development unless the municipality:

- 1) complies with the notice and hearing procedures prescribed by [Section 212.134 \(Notice and Public Hearing Requirements\)](#); and
- 2) makes written findings as provided by [Section 212.135 \(Justification for Moratorium: Shortage of Essential Public Facilities; Written Findings Required\)](#), [212.1351 \(Justification for Moratorium: Significant Need for Public Facilities; Written Findings Required\)](#), or [212.1352 \(Justification for Commercial Moratorium in Certain Circumstances; Written Findings Required\)](#), as applicable.

### ***Examples of Ordinances regarding temporary moratoriums:***

[City of Magnolia, Texas - Ordinance No. O-2024-025](#)

[City of Parker, Texas - Ordinance No. 839](#)

Sec. 212.133. PROCEDURE FOR ADOPTING MORATORIUM. A municipality may not adopt a moratorium on property development unless the municipality:

- (1) complies with the notice and hearing procedures prescribed by Section 212.134; and
- (2) makes written findings as provided by Section 212.135, 212.1351, or 212.1352, as applicable.

Added by Acts 2001, 77th Leg., ch. 441, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2005, 79th Leg., Ch. 1321 (H.B. 3461), Sec. 2, eff. September 1, 2005.

Sec. 212.134. NOTICE AND PUBLIC HEARING REQUIREMENTS. (a) Before a moratorium on property development may be imposed, a municipality must conduct public hearings as provided by this section.

(b) A public hearing must provide municipal residents and affected parties an opportunity to be heard. The municipality must publish notice of the time and place of a hearing in a newspaper of general circulation in the municipality on the fourth day before the date of the hearing.

(c) Beginning on the fifth business day after the date a notice is published under Subsection (b), a temporary moratorium takes effect. During the period of the temporary moratorium, a municipality may stop accepting permits, authorizations, and approvals necessary for the subdivision of, site planning of, or construction on real property.

(d) One public hearing must be held before the governing body of the municipality. Another public hearing must be held before the municipal zoning commission, if the municipality has a zoning commission.

(e) If a general-law municipality does not have a zoning commission, two public hearings separated by at least four days must be held before the governing body of the municipality.

(f) Within 12 days after the date of the first public hearing, the municipality shall make a final determination on the imposition of a moratorium. Before an ordinance adopting a moratorium may be imposed, the ordinance must be given at least two readings by the governing body of the municipality. The readings must be separated by at least four days. If the municipality fails to adopt an ordinance imposing a moratorium within the period prescribed by this subsection, an ordinance imposing a moratorium may not be adopted, and the temporary moratorium imposed under Subsection (c) expires.

Added by Acts 2001, 77th Leg., ch. 441, Sec. 1, eff. Sept. 1, 2001.

Sec. 212.135. JUSTIFICATION FOR MORATORIUM: SHORTAGE OF ESSENTIAL PUBLIC FACILITIES; WRITTEN FINDINGS REQUIRED. (a) If a municipality adopts a moratorium on property development, the moratorium is justified by demonstrating a need to prevent a shortage of essential public facilities. The municipality must issue written findings based on reasonably available information.

(b) The written findings must include a summary of:

(1) evidence demonstrating the extent of need beyond the estimated capacity of existing essential public facilities that is expected to result from new property development, including identifying:

(A) any essential public facilities currently operating near, at, or beyond capacity;

(B) the portion of that capacity committed to the development subject to the moratorium; and

(C) the impact fee revenue allocated to address the facility need; and

(2) evidence demonstrating that the moratorium is reasonably limited to:

(A) areas of the municipality where a shortage of essential public facilities would otherwise occur; and

(B) property that has not been approved for development because of the insufficiency of existing essential public facilities.

Added by Acts 2001, 77th Leg., ch. 441, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2005, 79th Leg., Ch. 1321 (H.B. [3461](#)), Sec. 2, eff. September 1, 2005.

Sec. 212.1351. JUSTIFICATION FOR MORATORIUM: SIGNIFICANT NEED FOR PUBLIC FACILITIES; WRITTEN FINDINGS REQUIRED. (a) Except as provided by Section [212.1352](#), a moratorium that is not based on a shortage of essential public facilities is justified only by demonstrating a significant need for other public facilities, including police and fire facilities. For purposes of this subsection, a significant need for public facilities is established if the failure to provide those public facilities would result in an overcapacity of public facilities or would be detrimental to the health, safety, and welfare of the residents of the municipality. The municipality must issue written findings based on reasonably available information.



(b) The written findings must include a summary of:

(1) evidence demonstrating that applying existing development ordinances or regulations and other applicable laws is inadequate to prevent the new development from causing the overcapacity of municipal infrastructure or being detrimental to the public health, safety, and welfare in an affected geographical area;

(2) evidence demonstrating that alternative methods of achieving the objectives of the moratorium are unsatisfactory; and

(3) evidence demonstrating that the municipality has approved a working plan and time schedule for achieving the objectives of the moratorium.

Added by Acts 2005, 79th Leg., Ch. 1321 (H.B. 3461), Sec. 2, eff. September 1, 2005.

Sec. 212.1352. JUSTIFICATION FOR COMMERCIAL MORATORIUM IN CERTAIN CIRCUMSTANCES; WRITTEN FINDINGS REQUIRED. (a) If a municipality adopts a moratorium on commercial property development that is not based on a demonstrated shortage of essential public facilities, the municipality must issue written findings based on reasonably available information that the moratorium is justified by demonstrating that applying existing commercial development ordinances or regulations and other applicable laws is inadequate to prevent the new development from being detrimental to the public health, safety, or welfare of the residents of the municipality.

(b) The written findings must include a summary of:

(1) evidence demonstrating the need to adopt new ordinances or regulations or to amend existing ordinances, including identification of the harm to the public health, safety, or welfare that will occur if a moratorium is not adopted;

(2) the geographical boundaries in which the moratorium will apply;

(3) the specific types of commercial property to which the moratorium will apply; and

(4) the objectives or goals to be achieved by adopting new ordinances or regulations or amending existing ordinances or regulations during the period the moratorium is in effect.

Added by Acts 2005, 79th Leg., Ch. 1321 (H.B. 3461), Sec. 2, eff. September 1, 2005.

## **12. Line of Credit Request for SR Trident –**

Discuss and take any action to approve a second loan for \$257,826.70 to pay the remaining invoices due to SR Trident for the work completed for the FEMA PA DR 4332 PW 4450 Seawall Restoration Grant Project. (*Gabriela Torres*)

## **FEMA PA DR 4332 Hurricane Harvey – PW 4450 Seawall Restoration Project**

The City currently owes SR Trident **\$257,826.70** for Pay Application #14/Retainage.

SR Trident is now claiming interest in the current and prior invoices - approximately **\$25,651.66** as of Jan 31, 2025. The Grant Administrator will submit the contractor's interest to FEMA for reimbursement, but it is not certain that FEMA will pay. However, they are fairly confident that FEMA will pay the interest on the Bank Line of Credit taken out for the Seawall.

In light of FEMA not adding the funds after 4 months, and additional months that may be needed, it may be advisable for Seadrift to take out another LOC for the \$257,826.70 in order to avoid any additional 1-1/2 percent interest from SR Trident (which may not be reimbursable from FEMA) and in order to avoid a potential lawsuit from SR Trident.

The Grant Administrator is concerned with the recent Federal Funding Freeze that was implemented and then put on hold pending a Temporary Restraining Order. If the TRO is lifted and the Freeze is reimplemented, this could affect FEMA PA obligations – including the Seadrift Cost Alignment for \$584k, meaning that the additional funds would not be added until the Freeze was lifted in the future.

SR Trident is now requesting interest from date invoice is due (35 days from invoice date) utilizing Texas Prompt Payment Act – Sec. 28.004.

### **Sec. 28.004. INTEREST ON OVERDUE PAYMENT.**

- a) An unpaid amount required under this chapter begins to accrue interest on the day after the date on which the payment becomes due.
- b) An unpaid amount bears interest at the rate of **1-1/2 percent each month**.
- c) Interest on an unpaid amount stops accruing under this section on the earlier of:
  - 1) the date of delivery;
  - 2) the date of mailing, if payment is mailed and delivery occurs within three days; or
  - 3) the date a judgment is entered in an action brought under this chapter.

### **Request to FEMA to add funds (Timeline):**

On September 13, 2024, the City submitted a request to the State (TDEM) for a Cost Alignment to add \$584,657.19 to the project. This is the only way to re-engage FEMA to add funding, however, this is a very long process. The State sent it to FEMA on October 2, 2024, and on October 28, 2024, FEMA opened the project back up and then proceeded to sit on the request. We requested that the State find out from FEMA when this was going to be moved, and on December 30, 2024, FEMA started moving it for preliminary reviews.

Finally, on January 22, 2025 (**over 4 months from the original request**), FEMA sent us a Request for Information, which we had to get the engineer to provide a response. We submitted that response to FEMA on 02/13/2025. It could still take FEMA a couple of months to add the funds.





PO Box 592  
Portland, TX 78374  
361-776-2662

# Invoice

12

Date	Invoice #
1/31/2025	10016

## Bill To

City of Seadrift  
501 S Main  
Seadrift, TX 77983

Remit Payment To:  
PO Box 592  
Portland, TX 78374

			Payment Due Date	
Purchase Order		Project	Terms	
20-065-103-C278		230024-121	Net 45	3/17/2025
Service Date	Item	Description	Rate	Amount
		Seawall Restoration Project		
		GLO Contract No. 20-065-103-C278		
		FEMA Project No. DR-4332-PW-4450		
	Fin Chg	Invoice 9289 - Due 07/20/23 - Paid 11/12/24	3,528.39	3,528.39
	Fin Chg	Invoice 8531 - Due 06/30/23 - Paid 07/24/23	251.17	251.17
	Fin Chg	Invoice 8707 - Due 10/01/23 - Paid 10/03/23	189.73	189.73
	Fin Chg	Invoice 8783 - Due 11/13/23 - Paid 12/07/23	3,087.74	3,087.74
	Fin Chg	Invoice 9069 - Due 04/05/24 - Paid 05/03/24	1,488.56	1,488.56
	Fin Chg	Invoice 9117 - Due 05/04/24 - Paid 06/03/24	2,856.57	2,856.57
	Fin Chg	Invoice 9184 - Due 06/09/24 - Paid 08/22/24	6,320.48	6,320.48
	Fin Chg	Invoice 9509 - Due 10/10/24 - Paid 11/12/24 (full invoice)	441.56	441.56
	Fin Chg	Invoice 9509 - Due 10/10/24 - Paid 01/22/25 (short payment)	453.50	453.50
	Fin Chg	Invoice 9572 - Due 10/26/24 - Paid 01/22/25 (full invoice)	3,873.79	3,873.79
	Fin Chg	Invoice 9572 - Due 10/26/24 - (short payment) As of 01.31.2025	3,160.17	3,160.17
<i>We appreciate your prompt payment.</i>			Subtotal	\$25,651.66
			Sales Tax (8.25%)	\$0.00
ACH is the preferred payment method. Contact office for details.			Total Due	\$25,651.66

This content is from the eCFR and is authoritative but unofficial.

## Title 2 —Grants and Agreements

### Subtitle A —Office of Management and Budget Guidance for Federal Financial Assistance

#### Chapter II —Office of Management and Budget Guidance

#### Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

#### Subpart E —Cost Principles

#### General Provisions for Selected Items of Cost

**Authority:** 31 U.S.C. 503; 31 U.S.C. 6101-6106; 31 U.S.C. 6307; 31 U.S.C. 7501-7507.

**Source:** 89 FR 30136, Apr. 22, 2024, unless otherwise noted.

#### § 200.449 Interest.

- (a) **General.** Costs incurred for interest on borrowed capital, temporary use of endowment funds, or the use of the recipient's or subrecipient's own funds are unallowable. Financing costs (including interest) to acquire, construct, or replace capital assets are allowable, subject to the requirements of this section.
- (b) **Capital assets.**
  - (1) Capital assets is defined in § 200.1. An asset cost includes (as applicable) acquisition costs, construction costs, and other costs capitalized in accordance with GAAP.
  - (2) For recipient or subrecipient fiscal years beginning on or after January 1, 2016, intangible assets include patents and computer software. For software development projects, only interest attributable to the portion of the project costs capitalized in accordance with GAAP is allowable.
- (c) **Requirements for all recipients and subrecipients.**
  - (1) The recipient or subrecipient uses the capital assets in support of Federal awards;
  - (2) The allowable asset costs to acquire facilities and equipment are limited to a fair market value available to the recipient or subrecipient from an unrelated (arm's length) third party.
  - (3) The recipient or subrecipient obtains the financing via an arm's-length transaction (meaning, a transaction with an unrelated third party); or claims reimbursement of actual interest cost at a rate available via such a transaction.
  - (4) The recipient or subrecipient limits claims for Federal reimbursement of interest costs to the least expensive alternative. For example, a lease contract that transfers ownership by the end of the contract may be determined less costly than purchasing through other types of debt financing, in which case reimbursement must be limited to the amount of interest determined if leasing had been used.
  - (5) The recipient or subrecipient expenses or capitalizes allowable interest cost in accordance with GAAP.
  - (6) Earnings generated by the investment of borrowed funds pending their disbursement for the asset costs are used to offset the current period's allowable interest cost, whether that cost is expensed or capitalized. Earnings subject to being reported to the Federal Internal Revenue Service under arbitrage requirements are excludable.



- (7) The following conditions must apply to debt arrangements over \$1 million to purchase or construct facilities unless the recipient or subrecipient makes an initial equity contribution to the purchase of 25 percent or more. For this purpose, "initial equity contribution" means the amount or value of contributions made by the recipient or subrecipient for the acquisition of facilities prior to occupancy.
  - (i) The recipient or subrecipient must reduce claims for reimbursement of interest cost by an amount equal to imputed interest earnings on excess cash flow attributable to the portion of the facility used for Federal awards.
  - (ii) The recipient or subrecipient must impute interest on excess cash flow as follows:
    - (A) Annually, the recipient or subrecipient must prepare a cumulative (from the project's inception) report of monthly cash inflows and outflows, regardless of the funding source. For this purpose, inflows consist of Federal reimbursement for depreciation, amortization of capitalized construction interest, and annual interest cost. Outflows consist of initial equity contributions, debt principal payments (less the pro-rata share attributable to the cost of land), and interest payments.
    - (B) To compute monthly cash inflows and outflows, the recipient or subrecipient must divide the above-mentioned annual amounts by the months in the year (usually 12) that the building is in service.
    - (C) For any month in which cumulative cash inflows exceed cumulative outflows, interest must be calculated on the excess inflows for that month and be treated as a reduction to allowable interest cost. The interest rate to be used must be the three-month Treasury bill closing rate as of the last business day of that month.
- (8) Interest attributable to a fully depreciated asset is unallowable.
- (d) **Additional requirements for states, local governments and Indian Tribes.** For interest costs to be allowable for states, local governments, and Indian Tribes, the recipient or subrecipient must have incurred the interest costs for buildings after October 1, 1980, or after September 1, 1995, for land and equipment.
  - (1) The requirement to offset the interest earned on borrowed funds against allowable interest cost (paragraph (c)(5) of this section) also applies to earnings on debt service reserve funds.
  - (2) The recipient or subrecipient must negotiate the amount of allowable interest cost related to the acquisition of facilities with asset costs of \$1 million or more, as described in paragraph (c)(7) of this section. For this purpose, a recipient or subrecipient must consider only cash inflows and outflows attributable to that portion of the real property used for Federal awards.
- (e) **Additional requirements for IHEs.** For interest costs to be allowable, the IHE must have incurred the interest costs after July 1, 1982, in connection with acquisitions of capital assets that occurred after that date.
- (f) **Additional requirements for nonprofit organizations.** For interest costs to be allowable, the nonprofit organization must have incurred the interest costs after September 29, 1995, in connection with acquisitions of capital assets that occurred after that date.
- (g) **Requirements for nonprofit organizations subject to full coverage under CAS.** The interest allowability provisions of this section do not apply to a nonprofit organization subject to "full coverage" under the Cost Accounting Standards (CAS), as defined at 48 CFR 9903.201-2(a). The nonprofit organization's Federal

awards are instead subject to CAS 414 (48 CFR 9904.414), "Cost of Money as an Element of the Cost of Facilities Capital," and CAS 417 (48 CFR 9904.417), "Cost of Money as an Element of the Cost of Capital Assets Under Construction."

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**13. Grievances filed against Public Official**

- a.** Discuss and Take any action on the grievance filed against Public Official Paul Gonzales from Robert Bryant (former Public Works Director).
  
- b.** Discuss and Take any action on the grievance filed against Public Official Paul Gonzales from Patrol Officer James Easley.

**14. Executive Session** – At any time the City Council may adjourn into an Executive Session as needed on any of the foregoing and following agenda items for one or more of the purposes authorized by Chapter 551 of the Texas Government Code, in accordance with the authority contained in the following sections:

**a. Sections 551.071 (Attorney Consultation)** for consultation with the City Attorney regarding pending employment 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.

**15. 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.

**16. Adjournment**