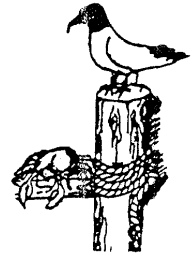




CITY OF SEADRIFT
Post Office Box 159/501 S. Main St.
Seadrift, Texas 77983
Tel: (361) 785-2251
Fax: (361) 785-2208
seadrift@seadrifttx.org



CITY OF SEADRIFT

OCTOBER 8, 2024

5:45 PM PUBLIC HEARING

6:00 PM REGULAR MEETING

AGENDA PACKET

Seadrift City Hall - Council Chambers

501 S. Main St., Seadrift, TX 77983

Office: (361) 785-2251

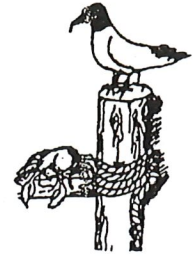
Website: www.seadrifttx.org



Incorporated December 27, 1912
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NOTICE OF CITY COUNCIL MEETING

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

PUBLIC HEARING AGENDA

TUESDAY, OCTOBER 8, 2024, AT 5:45 P.M.

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

2021 Texas CDBG Program Community Development Contract CDV21-0030

The City of Seadrift invites all citizens to a public hearing at 5:45 p.m. on Tuesday, October 8, 2024, at the Seadrift City Hall, 501 S. Main Street, Seadrift TX 77983 to review performance and obtain comments regarding its 2021 Texas CDBG Program Community Development Contract CDV21-0030. Disabled persons or those who require auxiliary aids or services who wish to attend this meeting should contact Gabriela Torres, City Secretary, at (361) 785-2251 at least two days before the meeting to make arrangements.

Project Scope:

Install 3,780 linear feet of eight-inch and ten-inch sewer line and provide service reconnections. The locations for this project are:

- Alley between Bay Avenue and Washington Avenue
- Alley between Washington Avenue and Baltimore Avenue
- Alley between Baltimore Avenue and Dallas Avenue

Construction Completion Date: 6/28/2024

REGULAR MEETING AGENDA

TUESDAY, OCTOBER 8, 2024, AT 6:00 P.M.

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

Public notice is hereby given that the Seadrift City Council of the City of Seadrift will meet in a Regular Meeting on **Tuesday, October 8, 2024**, beginning at **6:00 PM** at the **Seadrift City Hall, Council Chambers, 501 S. Main St., Seadrift, TX 77983**, for the purpose of discussing, considering, reviewing, and taking any action needed on the following items. *The following items may be considered in order of sequence OR the order may be moved around at the discretion of the Mayor or presiding officer during the meeting.*

1. **Call to Order & Quorum Call**
2. **Invocation & Pledge of Allegiance**
3. **Meeting Minutes.** Approve the previous month's meeting minutes.
4. **Accounts Payable.** Approve bills for October 2024.

CITY OF SEADRIFT – OCTOBER 8, 2024, CITY COUNCIL MEETING

5. **Department Head Monthly Reports.** Items in this section will not have any City Council action taken and are for general information only.
 - a. **Public Utilities,** *Kenneth Reese*
 - b. **Public Safety,** *Paul Gonzales*
 - c. **Municipal Harbor,** *Johnny Mikolas*
 - d. **Streets & Drainage, and Solid Waste,** *Alysa Jarvis*
 - e. **Parks & Recreation,** *Tracey Johnson*
 - f. **City Hall Administration**
6. **Citizen Comments.** Rules for speakers: Speakers have an allotted time of 3 minutes to speak, but those needing a translator will be allocated 6 minutes. Speakers will need to approach the podium and state their names. No Council discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law. If an individual desires to speak to a specific agenda item listed, it is recommended that the individual address that item when it comes up during the meeting.
7. **Seawall Restoration Project (PW 4450):** Discuss/Consider/Take any action to:
 - a. Authorize payment of Pay Application #14 (Final-Retainage) to SR Trident for \$345,296.76.
 - b. Approve G&W Engineers Invoice 9697.088-0724 for \$55,000 for professional services provided for the Seawall Restoration Project.
 - c. Approve G&W Engineers Invoice Final Invoice 9697.088-0924 for \$55,000 for professional services provided for the Seawall Restoration Project.
8. **GLO MIT MOD (24-065-084-E760):** Discuss/Consider/Take any action to:
 - a. Readopt the Resolution Regarding the Civil Rights Policies for the GLO Community Development Block Grant – Mitigation (CDBG-MIT) Method of Distribution (MOD) Program, Contract #24-065-084-E760.
 - b. Approve the Resolution Designating Authorized Signatories for Contractual and Financial Documents pertaining to the GLO Community Development Block Grant – Mitigation (CDBG-MIT) Method of Distribution (MOD) Program, Contract #24-065-084-E760.
 - c. Proclamation declaring January as the City of Seadrift- Fair Housing Month.
 - d. Approve Amendment #2 for the Grant Administration and Environmental Services contract for the Community Development Block Grant – Mitigation (CDBG-MIT) Method of Distribution (MOD) Program Contract Number #24-065-084-E760.
9. **GLO CDBG DR (20-065-103-C278):** Discuss/Consider/Take any action to:
 - a. Approve Resolution regarding Labor Standards and Oversight.
 - b. Approve updated Financial Policy.
 - c. Approve updated Procurement Policy & Procedures for Federal Grants.
10. **GLO CDBG DR (20-065-103-C278) – Amendment regarding Bayfront Park Restroom:**
Discuss, Consider, Take any action on using sufficient funds left in the C278 GLO grant to the Bayfront. Park Restroom due to FEMA changing the ruling on the Restroom's insurance reductions.

CITY OF SEADRIFT – OCTOBER 8, 2024, CITY COUNCIL MEETING

- 11. TDA CDV21-0030 Certificate of Construction Completion (COCC):** Discuss, Consider, Take any action to approve the Certificate of Construction Completion (COCC) for the TDA CDV21-0030 Grant Project.
- 12. Municipal Harbor Survey:** Discuss, Consider, Take any action to approve surveying the Municipal Harbor and going out for bids.
- 13. Dashcam and GPS Purchase:** Discuss, Consider, Take any action to approve the purchase of dashcams and GPS in City vehicles.
- 14. Resolution on Closure of City Accounts:** Discuss, Consider, Take any action to approve a resolution to close several City bank accounts and move funds to existing accounts.
- 15. Water and Sewer Improvement Reimbursement Request:** Discuss, Consider, Take any action on a request for reimbursement for water and sewer improvements at Block 111.
- 16. Official City Logo:** Discuss, Consider, Take any action to approve an official City logo.
- 17. Executive Session.** At any time, during the Regular Meeting, the City Council may adjourn into an Executive Session, as needed, on any item listed, including the items listed here and which the Texas Government Code section 551 authorizes Executive Sessions to be held: Sections 551.071 (Attorney Consultation), 551.072 (Real Property), 551.073 (Gifts & Donations), 551.074 (Personnel), 551.076 (Security) and 551.087 (Economic Development).
- 18. 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.
- 19. Adjournment**

CERTIFICATION

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

Signature: 
Gabriela Torres, City Secretary

Date Posted: 10/03/24 10:15 AM
Date and Time

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



Seadrift CDV21-0030 Final Public Hearing

Agenda Item:

Public Hearing concerning the completion of TxCDBG Project No. CDV21-0030. Comments invited.

Project Scope:

Install 3,780 linear feet of eight-inch and ten-inch sewer line and provide service reconnections. The locations for this project are:

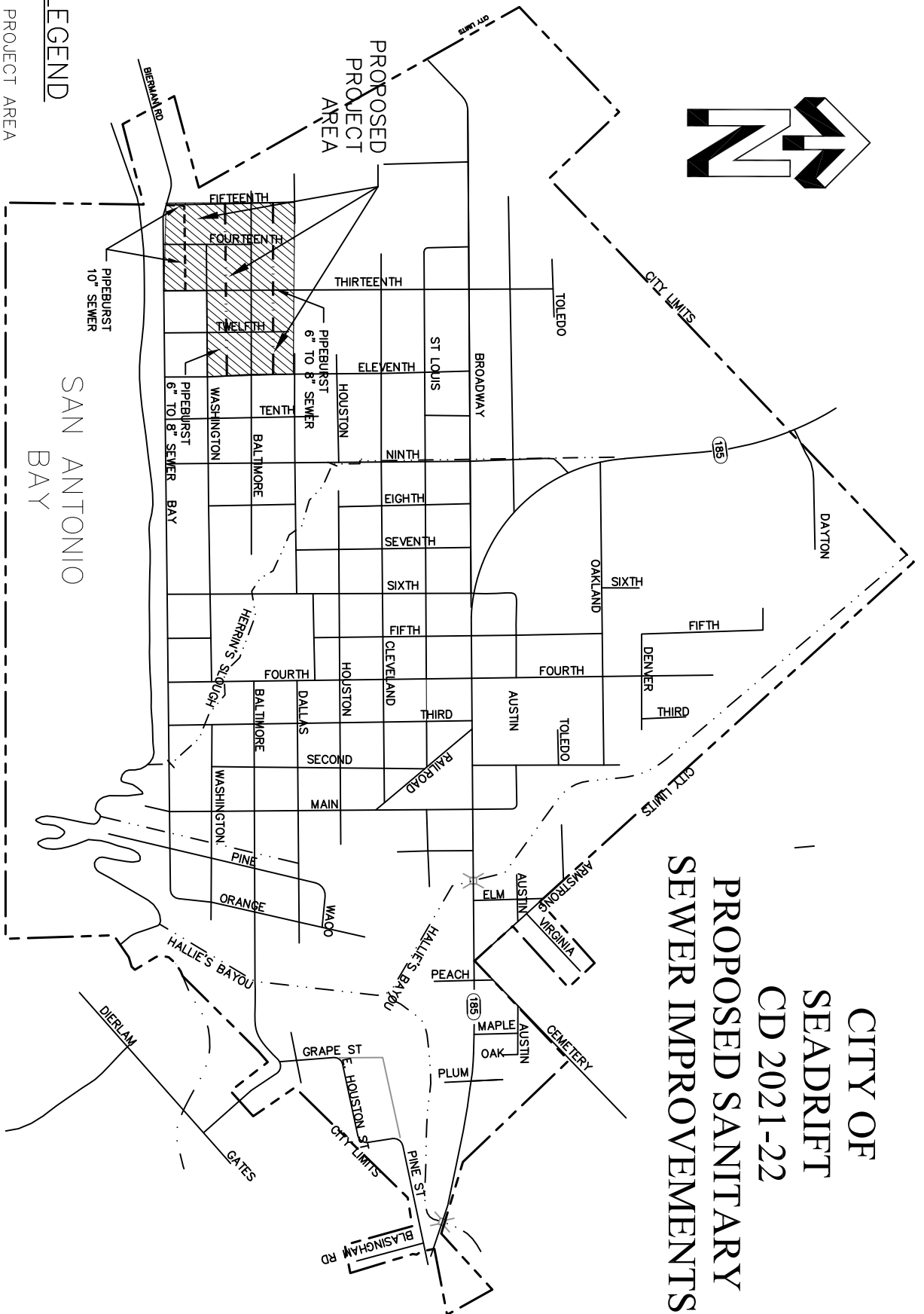
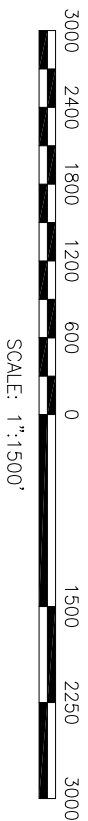
- Alley between Bay Avenue and Washington Avenue
- Alley between Washington Avenue and Baltimore Avenue
- Alley between Baltimore Avenue and Dallas Avenue

Construction Completion Date: 6/28/2024



CITY OF
SEADRIFT
CD 2021-22
PROPOSED SANITARY
SEWER IMPROVEMENTS

- LEGEND**
- PROJECT AREA
 - PROPOSED 8" SEWER
 - PROPOSED 10" SEWER




1. Call to Order & Quorum Call

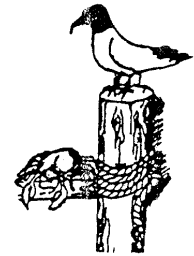
2. Invocation & Pledge of Allegiance

3. Meeting Minutes.

Approve the previous month's meeting minutes.




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Public Officials

Mayor
n/a

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

Alderman
Kenneth Reese
Public Utilities

Alderman
Paul Gonzales
Public Safety

Alderman
Johnny Mikolas
Municipal Harbor

Alderman
Alysa Jarvis
*Streets & Drainage, and
Solid Waste*

City Attorney
Robert McKnight

City Secretary
Gabriela Torres

The Seadrift City Council met in a Workshop Meeting on September 9, 2024, at the City Hall Council Chambers located at 501 S. Main St., Seadrift, TX 77983.

Meeting called at 6:00 PM.

1. Call to Order & Quorum Call

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

2. Review & Discuss tax rates for the 2024-2025 fiscal year.

3. Review & Discuss current, prior, and proposed 2024-2025 Budgets.

4. Review & Discuss the proposed Water and Garbage fee increase for the 2024-2025 fiscal year.

5. Review & Discuss the proposed culvert fee increase for the 2024-2025 fiscal year.

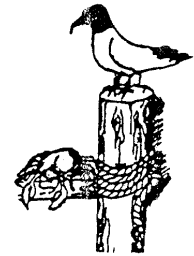
Copy of the draft 2024-2025 FY budget with fee increases and tax rates attached.

6. Adjournment

Meeting adjourned at 7:59 PM.



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Public Officials

Mayor
n/a

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

Alderman
Kenneth Reese
Public Utilities

Alderman
Paul Gonzales
Public Safety

Alderman
Johnny Mikolas
Municipal Harbor

Alderman
Alysa Jarvis
*Streets & Drainage, and
Solid Waste*

City Attorney
Robert McKnight

City Secretary
Gabriela Torres

PUBLIC HEARING

The Public Hearing opened at 5:30 P.M.

The Seadrift City Council held a Public Hearing on September 10, 2024, at the City Hall Council Chambers located at 501 S. Main St., Seadrift, TX 77983.

The City Council held a public hearing on setting the Debt and M&O Property Tax Rate for the Budget year 2024-2025.

PROPOSED TAX RATE: \$0.6935 per \$100
NO-NEW-REVENUE TAX RATE: \$0.5367 per \$100
VOTER-APPROVAL TAX RATE: \$0.6935 per \$100

Copy of Public Hearing Attendance attached.

The Public Hearing closed at 5:49 P.M.

REGULAR MEETING

The Seadrift City Council met in a Regular Meeting on September 10, 2024, at the City Hall Council Chambers located at 501 S. Main St., Seadrift, TX 77983.

Meeting called at 6:00 P.M.

1. Call to Order & Quorum Call

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

2. Invocation & Pledge of Allegiance

Deborah Head gave the invocation and Mayor Pro-Tem Johnson led the Pledge of Allegiance.

City of Seadrift – September 10, 2024, Public Hearing & Regular Meeting Minutes

3. Previous Month Meeting Minutes – August 2024

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

Vote: Motion carried unanimously 5-0.

4. Bills for September 2024

Motion: Alderperson Jarvis made the motion to approve bills to be paid for September 2024.

Alderperson Reese seconded the motion.

Vote: Motion carried unanimously 5-0.

5. Department Head Monthly Reports

a. Public Utilities

Alderperson Reese read the Public Utilities report for August 2024, created by Public Works Director Robert Bryant, with 5 workorders completed, waiting on a new pump North RO, and wells pumped 7,950,000 with a daily average of 256,000.

Mayor Pro-Tem Johnson commented that they were grateful to Robert and the Utility Crew for how they handled the water leak on Sunday. They worked very hard and were able to get the water turned on that night. Alderperson Jarvis stated that the City was still under a boil water notice. Mayor Pro-Tem Johnson stated that they took the water samples today and are hoping to have the results back tomorrow.

b. Public Safety

Alderperson Gonzales commented that Officer James Easley is not back on duty and will be patrolling. A comment came up last month about doing a thorough job of looking at backgrounds; it is not a simple process. The TCOLE process is very detailed. They work together to make sure that an individual doesn't have any blemishes on their records. They will do a thorough job so that residents can be satisfied that applicants applying do not have any records. They have already rejected some resumes that have come in.

Interim Police Chief Cheyenne Beaver read the monthly report for August 2024. There were 32 calls for service, of which 9 were extra patrols, 8 were traffic stops, and 1 was reports. There were 53 calls for service for Calhoun County Sheriff's Office in Seadrift, and 10 of those calls were for extra patrols. There was 1 EMS call and 1 fire call that the SPD responded to. Interim Chief Beaver stated in her monthly report that the Seadrift Police Department has conducted an internal audit from August 2019 to the present and has located 37 open cases. Of those cases, they will be investigating and closing 23 cases this month. The remainder of those cases are still under the investigation process. The Seadrift Police Department is in the process of looking to further staff our agency. There are applicants, but due to the extensive background checks, have not been able to fill the position at this time. There has been an increase in questions about the off-highway vehicle ordinance. If anyone has any questions, please feel free to come to the Police Department and they would be happy to get the citizens those answers.

c. Municipal Harbor

Alderperson Mikolas commented that they were continuing the dredging but were about to wrap things up. Alderperson Mikolas stated that he was disappointed about the dump trucks tearing up the roads and nothing in place to repair them with the current grant we have. He commented that Harbor Master Chris Ingram was doing a good job of cleaning everything up.

d. Streets & Drainage, and Solid Waste

Alderperson Jarvis read the Streets & Drainage monthly report for August 2024, created by Public Works Director Robert Bryant, with 15 workorders completed, Main Street to Hwy 185 was patched and would continue to be patched until the dump trucks from the Harbor Project is completed, continued monitoring and marking for the drainage project, and 1,200 feet of ditches dug.

City of Seadrift – September 10, 2024, Public Hearing & Regular Meeting Minutes

Alderson Jarvis read the Solid Waste monthly report for August 2024, created by Solid Waste Director Terry Maddux, with the following items: All routes completed for August, 6 paid pick-ups for roll-off bin, all trucks washed for the month, PM's completed weekly on trash trucks, Pac-Mor packers washed out weekly, washed out all returned totes, called for roll-off bin to be emptied at landfill, International/Pac-Mor Truck had engine RPM for hydraulic pump repaired, repaired hydraulic leak on International Pac-Mor truck, and mounted front fender mud flaps.

e. **Parks & Recreation, and Civic Functions**

Mayor Pro-Tem Johnson read the Parks and Recreation monthly report for August 2024, created by Public Works Director Robert Bryant, with 5 workorders completed for the month, continued field repairs, and preparing for cleanup when Bayfront is completed. The Bayfront is close to being completed and a punch list has been sent to the Engineers. Mayor Pro-Tem Johnson commented that with grants, there have been several people in town who have been gracious enough to help find some grants. She also has found someone to help write grants. The City is working on finding a grant, preferably a non-matching one, to purchase the playground equipment.

f. **City Hall Administration**

Municipal Court Clerk Marilyn Dufner read the monthly report for August 2024 with 1 new case, 11 closed cases, 70 current cases, and \$1,980 total fines collected for the month.

Mayor Pro-Tem Johnson read the monthly Permit Report for August 2024, created by Building Official Boyd Staloch, with 3 building and construction permits issued with a tax valuation increase of \$386,200, 2 Manufactured Housing Placement Permits issued with a tax valuation of \$142,000, 1 placement/RV/carport/portable permits issued with a tax valuation increase of \$45,500, and a total gross property valuation increase of \$573,700.

6. **Citizen Comments**

No comments.

7. **Alpha Water Resources LLC**

The City of Seadrift received quote# Seadrift081324 from Alpha Water Resources LLC for \$18,310. Alderson Jarvis explained that Alpha Water Resources came in and did an inspection of the Water Treatment Plant. They found some things that needed to be repaired and replaced. Alderson Jarvis stated that she had asked Public Works Director Robert Bryant to get a quote on what the cost would be to fix all the things they found in their inspection. This is in the budget for the next fiscal year, since they won't be able to start until October. Alderson Mikolas asked if an invoice had been turned into the City for the contract work that was done on the weekend for the water leak. Mayor Pro-Tem Johnson and City Secretary Gabriela Torres confirmed that the City had not yet received any invoices for the work done at the water leak. Alderson Mikolas stated that there was nothing budgeted for the upcoming fiscal year. Alderson Jarvis stated that the upcoming budget had a line item regarding contract work and was increased to cover this quote from Alpha Water Resources. Alderson Mikolas stated that he just wanted to make sure the City was covered for the contract work done at the water leak, but Alderson Jarvis stated that until we have an invoice from the contractor, we won't know the cost.

Motion: Alderson Reese made the motion to approve payment of Quote#: Seadrift081324 for \$18,310 for repairs to the Water Treatment Plant. Alderson Jarvis seconded the motion.

Vote: Motion carried unanimously 5-0.

8. **Chief of Police Job Description**

Alderson Gonzales stated that he created a new job description for the Chief of Police. He commented that he had looked at several different agencies within the area to see what they have and worked with Interim Chief Beaver so that it is clear and robust enough that it covers a lot of information. Alderson Gonzales highlighted some of the job description and stated that it was four pages long. Corrections discussed:

- Alderson Jarvis stated that she had some questions and changes she would like to recommend for the job description. Under the organizational relationships, it states that the position reports

directly to the Alderman assigned to the Police Department. Alderperson Jarvis asked if they could add something that says that they are accountable to all the Council. The City has had the issue with previous Aldermen being over this department and not having accountability. The Chief of Police is hired and fired by the Council, not the department head. Alderperson Gonzales stated that the Department Head oversees the Chief, but Alderperson Jarvis clarified that they are accountable to the City Council. Alderperson Gonzales explained that you must have a command of control, so that if something happens, the Alderman will address it and then bring it to Council. Alderperson Gonzales clarified that he did not want four other council members to get into the police business when they have their own departments. Alderperson Jarvis understood that they each have their areas of responsibility, but that does not negate their responsibility in all other areas. Alderperson Jarvis commented that Alderperson Reese has been generous enough to let her deal with some issues in the Utility Department, and Council is all working together in the Harbor with putting their viewpoint in, so the Police Department cannot be the only department that nobody can touch. Alderperson Jarvis stated that it is just a matter of making it known that ultimately the Council is the final authority over the Chief. Alderperson Gonzales agreed and stated he had no problem with the suggested wording. Alderperson Jarvis commented that the previous Alderman over the Police Department was removed as the Department Head by the Mayor. The Mayor can remove Aldermen over Departments at will, but the Council is the final authority even if Aldermen are switched. Stacey Kirkham commented that the City had issues with the last person over the Police Department with making decisions and not informing the Council about things. She finished by stating that the City does not want to see that happen again. Mayor Pro-Tem Johnson agreed and stated that it was not a one-man show and that they work together as a team.

- Alderperson Jarvis said she would like to add a bullet point to the Major Duties regarding representing the City on the County Combined Dispatch Board.
- Mayor Pro-Tem Johnson commented on the Major Duties bullet point reading “Oversees investigations of complaints against employees and determines appropriate departmental action, including suspension or termination as appropriate”; she commented that they would need to look into this to make sure that it does not contradict our current and new Employee Handbook. Complaints are an HR issue, and they may need to check on how they are wording that. Alderperson Jarvis asked Attorney Robert McKnight when the City passes the new Employee Handbook, would it supersede this job description. Attorney McKnight stated that was correct, and the way the Handbook is being drafted, would rescind or supersede anything contrary.
- Alderperson Jarvis moved to the bullet point under the Major Duties reading as “Works with the assigned Alderman and other department heads...” and asked for clarification on the meaning of other department heads. Alderperson Jarvis asked if this meant other department directors such as the Public Works Director. Alderperson Gonzales stated that was correct.
- Alderperson Jarvis asked if Southern Software needed to be added to bullet point that read “Knowledge of computers and job-related software programs, including, but not limited to, Microsoft Office”. Mayor Pro-Tem Johnson stated that Southern Software could be added at the end after Microsoft Office.
- Alderperson Jarvis commented on the Supervisory Controls section that read “The assigned Alderman assigns work in terms of department goals and objectives. The manager reviews work through conferences, reports, and observation of department activities”. Alderperson Jarvis asked for clarification since it reads as if the Alderman is involved in the day-to-day and not allowing the Chief to manage their department. Alderman Gonzales stated that to do an evaluation, you have to set goals and objectives for that department. Attorney McKnight suggested striking “The assigned Alderman...” and have the wording such as “The assigned Alderman helps develop...”. Alderperson Jarvis stated that if the Chief of Police, with the assigned Alderman’s approval, presents their goals and objectives for the department, that is how you would do the performance evaluation. If they don’t meet their own goals and objectives, that is their performance evaluation.
- Alderperson Mikolas asked if they would be talking about a requirement to live in the City for this position. Attorney McKnight stated that in the Local Government Code a municipality may not require residency within the municipal limits as a condition of employment with the municipality. The municipality may require residency within the U.S. as a condition of employment. Mayor Pro-Tem Johnson asked if the code pertained to municipalities with a population of 10,000 or more.

Attorney McKnight stated that pertained to the first sub-chapter of the chapter. The governing body of the municipality may prescribe reasonable standards with respect to time within which Municipal Employees who reside outside the municipal limits must respond to a civil emergency. Standards may not be imposed retroactively on any persons currently employed with the municipality at the time the standards are adopted. Alderperson Jarvis stated that the City can set a reasonable response time but could not require them to live in the City limits. Lori Thomas stated that the statute is related to municipalities, not the city. She asked if that statute applies to the police department or employment in general. Alderperson Jarvis clarified that the City was a municipality type A. Tanya Cunningham commented that as a nurse, if she is on call for a hospital or agency, her response time must be within 30 minutes. Their response time is 30 minutes, so you have to live within a reasonable range. Mark Daniel stated that when he was Mayor, they passed an ordinance regarding police officers being required to live in the city limits. Mayor Pro-Tem Johnson stated that City Staff has attempted to locate that ordinance but have not been able to locate it. Alderperson Jarvis stated that even if they did have it, it violates state law. Mayor Pro-Tem Johnson clarified that the City cannot require employees to live within the City limits. Attorney McKnight stated that this law was passed in 1989. Betsy Cunningham asked that if the City was going to allow them to live outside the City limits, can they not allow them to take the vehicles out. Mayor Pro-Tem Johnson stated that the vehicles were only for police use and to go from your home to work and back. Mayor Pro-Tem Johnson made the recommendation to set the response time to 30 minutes.

- The Council moved to the bullet point regarding “Possession of or ability to readily obtain a TCOLE Master Peace Officer certification”. Interim Chief Beaver clarified that the City requiring applicants to have possession or the ability to obtain their TCOLE Master Peace Officer certification, you are encompassing everything. You will either have time, a degree, or military service, and the required classes to get your master’s certification. Alderperson Jarvis commented that if they reword the bullet point to state “Possession or the ability to readily obtain a TCOLE Master Peace Officer certification within 24 months”, they can do away with the bullet point regarding “an extensive background...”. A master’s certification covers that bullet point since you cannot obtain one without that background. Mayor Pro-Tem Johnson stated that 24 months is plenty of time for the Chief to obtain their master’s certification.
- Alderperson Gonzales stated that they would strike the bullet point regarding “Knowledge of program assessment principles”.

Motion: Alderperson Jarvis made the motion to approve the job description for the Chief of Police with the changes proposed. Alderperson Gonzales seconded the motion.

Vote: Motion carried unanimously 5-0.

Copy of the Chief of Police Job Description, with changes, attached.

9. RV Ordinance

Alderperson Jarvis stated that this was on the previous agenda, but the person who contacted them with a complaint does not want to come forward for fear of retaliation.

Motion: No action taken.

10. FEMA PA PW 5697 DAC

Motion: Alderperson Reese made the motion to approve the payment of GrantWorks Invoice 90 (FY 2023 Q4 through FY 2024 Q1) for \$8,340. Alderperson Jarvis seconded the motion.

Vote: Motion carried unanimously 5-0.

11. GLO CDBG-DR C278 – Resolution 2024-02

Motion: Alderperson Jarvis made the motion to approve Resolution 2024-02 to designate authorized signatories for contractual documents and documents for requesting funds pertaining to the Community Development Block Grant - Disaster Recovery Program (CDBG-DR) Contract Number 20-065-103-C278. Alderperson Gonzales seconded the motion.

Vote: Motion carried unanimously 5-0.

City of Seadrift – September 10, 2024, Public Hearing & Regular Meeting Minutes

Copy of Resolution 2024-02 attached.

12. TDA-TX-CDBG 2025-2026 Community Development Application – Grant Administrator Selection

Agenda Item #12 is tabled until the September 24, 2024, Special Meeting.

Motion: No action taken.

13. City Auditor Selection

The City of Seadrift advertised for auditing services for the City's 2023-2024 fiscal year. The City received three bids, but one was rejected due to being delivered past the bid deadline. The bids were as follows:

Firm	Fiscal Year Audit Cost	Single Audit Cost	Total Cost
Carr, Riggs & Ingram, LLC	\$44,500.00	\$5,500.00	\$50,000.00
Goldman, Hunt & Notz, LLP	\$18,000.00	\$22,000.00	\$40,000.00

Motion: Alderperson Jarvis made the motion to award Goldman, Hunt & Notz, LLP the bid for auditing services for the City of Seadrift's 2023-2024 fiscal year. Alderperson Reese seconded the motion.

Vote: Motion carried unanimously 5-0.

14. Seadrift Chamber of Commerce

Lacy Vasquez with the Seadrift Chamber of Commerce was in attendance to discuss the softball tournament that would be held at the Sportsplex on October 12, 2024. Lacey clarified that they were not asking to get a beer permit but want permission for attendees to be allowed to bring their own beer. The Chamber is requesting a variance to allow attendees to bring alcohol on City property that day but clarified that glass bottles would not be allowed. Alderperson Jarvis asked if there will be security at this event, to which Lacey stated no. She clarified that since they are not providing alcohol, they do not have to adhere to TABC rules on having security.

Motion: Alderperson Reese made the motion to give a variance to the Seadrift Chamber of Commerce to allow alcohol on the premises at the Sportsplex during the softball tournament being held on October 12, 2024. Alderperson Jarvis seconded the motion.

Vote: Motion carried unanimously 5-0.

15. Pickleball Equipment

Debbie Head stated that pickleball was an easy, fun, and inexpensive activity for everyone to do. The Bayfront Pavilion and the basketball court are two places that can be striped with paint for pickleball. Total equipment cost is \$681.92 for everything that you would need to play pickleball. Mayor Pro-Tem Johnson stated that there was discussion about setting specific days and times for when the equipment will be set up for anyone to play. Debbie Head stated that was correct, and the equipment would be kept under lock and key at the City and signed out. Lacey Vasquez stated that they could run that through the Seadrift Chamber to pay for those costs since they have funds for the Sportsplex. Alderperson Jarvis asked if there were any issues with working with the Seadrift Chamber of Commerce on this, to which Debbie Head stated there were none. Mayor Pro-Tem stated that they could follow back up with the City if needed.

Motion: No action taken.

Open Meeting closed at 7:35 PM. The City Council convened into an Executive Session at 7:36 PM.

16. Executive Session

At 7:36 PM, the City Council closed the open meeting into an Executive Session under Section 551.071 Consultation with Attorney.

Executive Session closed at 7:59 PM. Open Meeting opened back up at 8:03 PM

17. Action on Executive Session Items

a. Complaint against Harbor Master Chris Ingram

Mayor Pro-Tem Johnson stated that Harbor Master Chris Ingram elected to have the complaint handled in an open session instead of a closed one. Mayor Pro-Tem Johnson confirmed that Chris Ingram received a copy of the complaint, to which he confirmed yes. Mayor Pro-Tem Johnson asked if the complainant was present and verified that they were not. The complainant claimed that Harbor Master Chris Ingram was “selling shrimp cheaper than shrimpers without a license, gets shrimp at the “Hole” from shrimpers cheap and sales in town cheaper, and claiming that he is killing the market.” Mayor Pro-Tem Johnson asked Chris Ingram if he had a license to sell shrimp, and Chris confirmed that he did. Mayor Pro-Tem Johnson clarified that there was no law or rule on what price you sell your shrimp at. Mayor Pro-Tem Johnson stated that there were other issues people were concerned about, but no one wanted to come forward so they would not be entertained. Chris Ingram stated that he would like to know what they were, but Mayor Pro-Tem Johnson stated that since they did not come forward only the formal complaint filed would count. If they were not going to come forward, they are withdrawn. She further clarified that they were not verbal complaints, but copies of text messages. Chris Ingram read a copy of a text message that was provided in the complaint issued to him, “That’s what the shrimp house in hole is paying them? This stays between us and 1 city council member”. Mayor Pro-Tem Johnson again clarified that there was no law or rule on what price you sell shrimp. Chris explained that was not what he was concerned about, but the involvement of a City Council member. Chris asked what buying shrimp at the hole have to do with a City Council member. Mayor Pro-Tem Johnson stated that they shouldn’t have anything to do with it because it is not in the City. Chris asked why this was included with the complaint then, but Mayor Pro-Tem Johnson clarified that this was included with the formal complaint. Mayor Pro-Tem Johnson asked if he was doing this during his Harbor Master duties. Alderperson Jarvis also asked if this was done in any vehicle that is designated for the Harbor Master. Chris Ingram stated that was his own vehicle but clarified that the golf cart had Harbor Master stickers on the side that did not come off. Mayor Pro-Tem Johnson stated that if he is in a vehicle that has Harbor Master, he cannot be conducting other business. Alderperson Jarvis stated that the City Council has not approved it even being identified as the Harbor Master’s. Chris stated that since it was a golf cart, the stickers were not magnetic. It was suggested that Chris Ingram remove the stickers so that he could conduct personal business. Alderperson Jarvis stated that if anyone has a problem with Chris Ingram being designated the Harbor Master, they can talk to the City Council. Alderperson Jarvis stated that Chris Ingram was the Harbor Master, and the City was going to back him up. Mayor Pro-Tem Johnson stated that they have addressed the complaint and received answers. Mark Daniel commented that the Harbor Master position was part-time, and Chris Ingram can do anything he wants to on the side. He could sell shrimp or even cocaine if he wanted to and was not any business of the City. Mayor Pro-Tem Johnson stated that if the vehicle says Harbor Master, it is considered City business. Mark Daniel stated that the complaint has bad friction with a party out at the Harbor, and also ran for Harbor Master. Mayor Pro-Tem Johnson stated that there was an official complaint turned in, the City Council did its due diligence, Chris wanted an open session, and the Council asked their questions and received answers. Interim Chief Beaver commented that it would be beneficial for Chris Ingram to have something to identify him as the Harbor Master. Alderperson Jarvis stated that the City can figure out something. Betsy Cunningham commented that this is a small town, and they all know who filed the complaint. Betsy Cunningham named Randal Cain as the complainant, to which Mayor Pro-Tem Johnson stated that they would not be naming the complainant. Betsy Cunningham asked why the City let him make stupid complaints. Mayor Pro-Tem Johnson stated that an official complaint was made, and the City followed through with it and got answers. Alderperson Jarvis stated that every citizen will get the same. Alderperson Gonzales stated that the City has to do its due diligence; everybody has a right to file a complaint. The City has to answer it, whether we like the answer or not; we are obligated to answer the complaint regardless of who it is from. Chris Ingram asked if people wanted to know about the complaint, don’t they have a right to? Alderperson Gonzales stated that anyone can file an open records request. Chris Williams commented that Randal is always complaining, but he is becoming a nuisance. Alderperson Gonzales stated that legally they still have to address their complaints. Mayor Pro-Tem Johnson stated that everyone’s complaint will be taken seriously, whether it is considered petty or not.

City of Seadrift – September 10, 2024, Public Hearing & Regular Meeting Minutes

Chris Ingram clarified Chris Williams's comment by asking if there was anything legally the City could do. Attorney McKnight stated that the City should keep doing what they have been doing. Alderperson Jarvis commented that the City will address each complaint, and everybody will get a fair chance.

Motion: Alderperson Jarvis made the motion to dismiss the complaint against Harbor Master Chris Ingram. Alderperson Johnson seconded the motion.

Vote: Motion carried unanimously 5-0.

18. Adjournment

Meeting adjourned at 8:16 PM.



Incorporated December 27, 1912
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CITY OF SEADRIFT

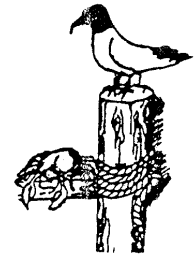
Post Office Box 159/501 S. Main St.

Seadrift, Texas 77983

Tel: (361) 785-2251

Fax: (361) 785-2208

seadrift@seadrifftx.org



Public Officials

Mayor

n/a

Mayor Pro-Tem & Alderperson

Tracey Johnson, Parks and Recreation

Alderman

Kenneth Reese
Public Utilities

Alderman

Paul Gonzales
Public Safety

Alderman

Johnny Mikolas
Municipal Harbor

Alderman

Alysa Jarvis
*Streets & Drainage, and
Solid Waste*

City Attorney

Robert McKnight

City Secretary

Gabriela Torres

The Seadrift City Council met in a Workshop Meeting on September 23, 2024, at the City Hall Council Chambers located at 501 S. Main St., Seadrift, TX 77983.

Meeting called at 6:00 P.M.

1. Call to Order & Quorum Call

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

2. Review & Discuss the updated Employee Handbook

Copy of updated Employee Handbook attached.

3. Review & Discuss current, prior, and proposed 2024-2025 Budgets

Copy of Proposed 2024-2025 Budgets attached.

4. Adjournment

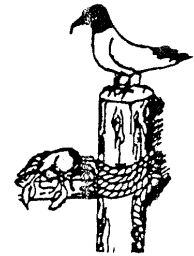
Meeting adjourned at 8:01 PM.



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CITY OF SEADRIFT

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 Seadrift, Texas 77983
 Tel: (361) 785-2251
 Fax: (361) 785-2208
seadrift@seadrifftx.org



Public Officials

Mayor
 n/a

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

Alderman
 Kenneth Reese
Public Utilities

Alderman
 Paul Gonzales
Public Safety

Alderman
 Johnny Mikolas
Municipal Harbor

Alderman
 Alysia Jarvis
*Streets & Drainage, and
 Solid Waste*

City Attorney
 Robert McKnight

City Secretary
 Gabriela Torres

PUBLIC HEARING #1 – Proposed 2024-2025 FY Budgets

The Public Hearing opened at 5:30 P.M.

The Seadrift City Council held a Public Hearing on September 24, 2024, at the City Hall Council Chambers located at 501 S. Main St., Seadrift, TX 77983.

The City Council held a public hearing to collect input regarding the proposed 2024-2025 FY Budgets.

Copy of Public Hearing Attendance attached.

The Public Hearing closed at 5:45 P.M.

PUBLIC HEARING #2 – Proposed 2024-2025 Property Tax Rate

The Public Hearing opened at 5:45 P.M.

The Seadrift City Council held a Public Hearing on September 24, 2024, at the City Hall Council Chambers located at 501 S. Main St., Seadrift, TX 77983.

The City Council held a public hearing on setting the Debt and M&O Property Tax Rate for the Budget year 2024-2025.

PROPOSED TAX RATE: \$0.6935 per \$100
 NO-NEW-REVENUE TAX RATE: \$0.5367 per \$100
 VOTER-APPROVAL TAX RATE: \$0.6935 per \$100

Copy of Public Hearing Attendance attached.

The Public Hearing closed at 5:50 P.M.

SPECIAL MEETING

The Seadrift City Council met in a Special Meeting on September 24, 2024, at the City Hall Council Chambers located at 501 S. Main St., Seadrift, TX 77983.

Meeting called at 6:00 P.M.

City of Seadrift – September 24, 2024, Public Hearing & Special Meeting Minutes

1. Call to Order & Quorum Call

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

2. 2024-2025 Fiscal Year Budgets

Alderperson Gonzales stated that the City will be giving a 25% raise increase to directors, and although he was not opposed to it, wanted to propose that they not allow raises for those positions for the next five years. That would be equivalent to a 5% raise every year for the next five years, which is the standard. Alderperson Jarvis stated that he could propose that, but not every City Council is bound by that. She stated that this should be readdressed in next year's budget regarding raises for directors.

Motion: Alderperson Jarvis made the motion to adopt, by ordinance, the proposed 2024-2025 Fiscal Year Budgets as presented. Alderperson Mikolas seconded the motion.

Alderperson Gonzales amended the motion to freeze salary increases for directors for the next five years. No second to the motion. Amendment fails due to no second.

Vote: Motion carried unanimously 5-0.

Copy of Ordinance and approved 2024-2025 FY Budgets attached.

3. Debt Tax Rate of \$0.1853 per \$100 Valuation

Motion: Alderperson Jarvis made the motion to adopt, by ordinance, a debt tax rate of \$0.1853 per \$100 valuation for the 2024-2025 Budget Year. Alderperson Reese seconded the motion.

Vote: Motion carried unanimously 5-0.

Copy of 2024-2025 FY Tax Rate Ordinance attached.

4. M&O Tax Rate of \$0.4200 per \$100 Valuation

Motion: Alderperson Gonzales made the motion that the property tax rate be increased by the adoption of a tax rate of \$0.6053 which is effectively a 12.78% increase over the No-New-Revenue Tax Rate of \$0.5367 - of this \$0.6053, the portion going to debt service will be \$0.1853, leaving \$0.4200 for Maintenance & Operations. Alderperson Jarvis seconded the motion.

Vote: Motion carried 4-1.

Aye: Tracey Johnson, Alysa Jarvis, Paul Gonzales, Johnny Mikolas

Nay: Kenneth Reese

Absent/Abstain: None

5. TDA-TX-CDBG 2025-2026 Community Development Application – Grant Administrator Award

The City received three bids from grant administrators for the TDA Grant Project for 2025-2026. Bids received were from GrantWorks, Langford Community Management, and Public Management. City Secretary Gabriela Torres explained that all three grant administrators were well qualified so it would come down to the proposed cost. Proposed fees submitted: GrantWorks' proposed fee was \$31,300 or 6.26% of awarded funds. Langford Community Management's proposed fee was 10% of awarded funds, and Public Management's proposed fee was \$60,000 or 8% of awarded funds.

Motion: Alderperson Jarvis made the motion to award the bid to GrantWorks as the grant administrator for the 2025-2026 Texas Community Development Block Grant with the Texas Department of Agriculture. Alderperson Reese seconded the motion.

Vote: Motion carried unanimously 5-0.

6. FEMA-PA 4450 Seawall Restoration Project

a. Pay Application #13

Pay Application #13 was presented to the City Council with a recommendation of payment letter by Scott Mason with G&W Engineers, Inc. Scott was not in attendance for this meeting. Alderperson Mikolas stated that he was worried about the \$54,007 for the hydro-mulch that is not taking effect. Alderperson Jarvis clarified that that amount was subtracted from the invoice. Since the City decided to go with hydro-mulch, they essentially credited the City back \$54,007. Alderperson Mikolas asked if they provided sod, but Alderperson Jarvis explained that was what they had originally quoted the City. Mayor Pro-Tem Johnson stated that the hydro-mulch roughly cost the City \$28,000. Alderperson Mikolas commented that it was a waste of money. Alderperson Reese commented that the hydro-mulch has taken a little bit, but it is not going fast. Alderperson Jarvis asked if the City had the funds to pay this invoice. City Secretary Gabriela Torres stated that the City usually gets advance funds, but that the invoice is approved to be paid when funds are available.

Motion: Alderperson Jarvis made the motion to approve payment of Pay Application #13 for \$54,096.85 when funds are available. Alderperson Reese seconded the motion.

Vote: Motion carried 4-1.

Aye: Tracey Johnson, Alysia Jarvis, Paul Gonzales, Kenneth Reese

Nay: Johnny Mikolas

Absent/Abstain: None

b. Pay Application #14 (Final – Retainage)

Alderperson Mikolas stated that Public Works Director Robert Bryant had a punch list of things the contractor was supposed to do, but he did not have it with him. Mayor Pro-Tem Johnson asked if this item could be put on hold until they can discuss the punch list. Alderperson Jarvis agreed and stated that they do not want to approve the final invoice until everything is completed.

Motion: No action taken. Item tabled until the October 8, 2024, Regular Meeting.

7. Water Treatment Plant Contract Work – Mercer Controls

Alderperson Jarvis stated that Alpha Water Resources came in about a month or two ago and did a site evaluation of the RO system. The City needed that same evaluation, to get a good state of health, on the water side. Alderperson Jarvis stated that she wanted a site evaluation similar to what Alpha Water Resources did. Mayor Pro-Tem Johnson commented that it seemed like money well spent because they needed to know. Alderperson Gonzales asked if she was asking for a comprehensive evaluation of the water system, to which Alderperson Jarvis answered yes.

Motion: Alderperson Jarvis made the motion to approve getting a quote from Mercer Controls for a site evaluation of the water system. Alderperson Gonzales seconded the motion.

Vote: Motion carried unanimously 5-0.

8. Closure of Multiple Bank Accounts

Motion: No action taken. Item tabled until the October 8, 2024, Regular Meeting.

9. Employee Handbook

Motion: No action taken.

10. Executive Session

No executive session was called.

11. Action on Executive Session Items

No action was taken.

12. Adjournment

Meeting adjourned at 6:34 PM.

4. Accounts Payable.

Approve bills for October 2024.

Unpaid Bills Detail

GENERAL FUND

	Num	Open Balance
Amazon Capital Services		
	Inv. 1WYC-Y9JG-FLFM	175.68
Bayside		
	August 2024 - Seadrift Police Department	32.82
Boyd Staloch		
	September 2024 Commission	1,412.10
Fund Accounting Solution Technologies, Inc		
	Inv. 24-1535	2,009.12
State Comptroller		
	3Q 2024 - Child Safety - Sead Belt Fines	50.50
	3Q 2024 - State Criminal Costs and Fines	1,543.98
		5,224.20

WATERWORKS

	Num	Open Balance
Alpha Water Resources, LLC		
	Inv. Seadrift062424	5,811.88

HARBOR FUND

	Num	Open Balance
Gexa Energy		
	Acct. 91844-2	619.35

FUND BALANCES AS OF SEPTEMBER 30, 2024

GENERAL FUND	\$	59,016.00
HARBOR FUND	\$	114,438.44
HOTEL/MOTEL	\$	152,311.59
CONTINGENCY FUND	\$	101,631.73
PIER FUND	\$	18,805.74
COO I&S	\$	43,094.60
POLICE DEPARTMENT	\$	3,402.68
UTILITY FUND	\$	13,875.85
METER DEPOSIT	\$	122,035.70
FALCON POINT ESCROW	\$	28,093.13
UTILITY CONTINGENCY FUND	\$	171.18
REVENUE BOND	\$	28,286.42
FIRE TRUCK ESCROW	\$	2,017.26
SOLID WASTE	\$	4,584.07
SOLID WASTE CONTINGENCY FUND	\$	117,113.52
CD'S - HARBOR FUND		
5488	\$	32,166.23
6089 (12 Month CD - Matures on June 17, 2025)	\$	27,261.11

Unpaid Bills for OCTOBER 2024		
GENERAL FUND	\$	5,224.20
UTILITY FUND	\$	5,811.88
SOLID WASTE	\$	-
HARBOR FUND	\$	619.35

5. Department Head Monthly Reports.

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

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

SEADRIFT POLICE DEPARTMENT

Monthly Report: September 2024

CALLS FOR SERVICE/ACTIVITIES:

89 Calls for service this month for SPD,

57 Of which were extra patrols

54 Traffic stops by SPD

4 Reports by SPD

2 Arrests by SPD

50 calls for service for CCSO in Seadrift

7 Of which were extra patrols

4 EMS calls 4 of which SPD officers responded to.

1 Fire calls 1 of which SPD officers responded to.

NEWS FROM THE CHIEF:

This month we successfully created the Seadrift Police Department Support Team which is a team comprised of civilians, officers and officer family members. The purpose and goal of this team is to represent our department at functions that Officers may or may not be able to attend. We like to be present at the various events that take place within our county but with so few Officers it's hard for me to justify not having an Officer taken off the street to attend these events. This group allows for our Department to still be present at such events without taking Officers off the street for an extended amount of time. We are still conducting our internal audit. We've reviewed more of the older open cases and started to review other Police Department paperwork as well. The Police Department vehicle grant has been completed and we should be receiving a new Police unit soon. We have also received new in-car and handheld radios thanks to a grant. Again, there are several departmental changes taking place, but I guarantee they are all to better retrofit our department to fit our community needs. We appreciate and consider all input to make our Department better.

Thank you,

Int, Chief Cheyenne N. Beaver



CITY OF SEADRIFT

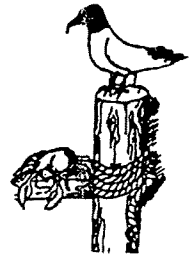
Post Office Box 159/501 S. Main St.

Seadrift, Texas 77983

Tel: (361) 785-2251

Fax: (361) 785-2208

JUDGE WESLEY J. HUNT



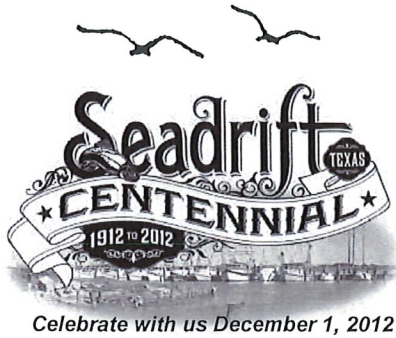
REPORT FOR MONTH OF SEPTEMBER,2024

NEW CASES	<u>11</u>
CLOSED CASES	<u>5</u>
CURRENT CASES	<u>76</u>

TOTAL FINES COLLECTED	\$ <u>948.00</u>
TOTAL AMOUNT THE CITY KEEPS	\$ <u>479.65</u>
TOTAL MUNICIPAL CT. SEC FUND	\$ <u>24.54</u>
TOTAL MUNICIPAL CT. TECH FUND	\$ <u>20.03</u>
TOTAL AMOUNT TO THE STATE	\$ <u>423.78</u>
GRAND TOTAL FOR THE MONTH	\$ <u>903.43</u>

SIGNED THIS THE 8TH DAY OF OCTOBER,2024


MUNICIPAL COURT CLERK



CITY OF SEADRIFT

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



Month of September 2024

PERMIT REPORT

Permit Type	Qty	+ or -	Tax Valuation
BUILDING CONSTRUCTION	6	+	\$ 345,600
PLACEMENT – Manufactured Housing	0	+	\$ 0
REPAIR/REMODEL	1	+	\$ 14,000
PLACEMENT/RV/CARPORT/Portables	RV (0)	1	\$ 4,600
RV/MH PARK	0	+	\$ 0
Sign	0	+	\$ 0
RELOCATION in the city	0	+	\$ 0
FENCE	0	+	\$ 0
DEMOLITION	0	-	\$ 0
<hr/>			
Gross Property Valuation increase or decrease to City			
Increase (+) or Decrease (-)		+	\$ 364,200

6. Citizen Comments.

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

7. Seawall Restoration Project (PW 4450):

Discuss/Consider/Take any action to:

- a. Authorize payment of Pay Application #14 (Final-Retainage) to SR Trident for \$345,296.76.
- b. Approve G&W Engineers Invoice 9697.088-0724 for \$55,000 for professional services provided for the Seawall Restoration Project.
- c. Approve G&W Engineers Invoice Final Invoice 9697.088-0924 for \$55,000 for professional services provided for the Seawall Restoration Project.

G&W ENGINEERS, INC.

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

September 11, 2024

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

**RE: RECOMMENDATION OF PAYMENT NO. 14-FINAL
Seawall Restoration Project – GLO Contract No. 20-065-103-C278
and FEMA Project No. DR-4332-PW-4450**

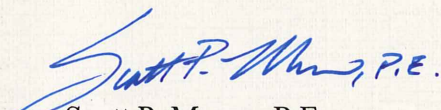
Dear Mayor Pro Tem and Council Members,

We have reviewed SR Trident, Inc's Invoice No. 9510 for the above referenced project. All work is complete and enclosed is Recommendation for Payment No. 14-Final for \$345,296.76. This amount is for the balance of the retainage and for the period of service between May 29, 2024 and August 26, 2024.

The Contractor's Guarantee and the Contractor's Conditional Waiver and Release on Final Payment are enclosed

Please call if you have any questions.

Sincerely,
G & W Engineers, Inc.



Scott P. Mason, P.E.

cc: *SR Trident, Inc.*
Karen Blaney ~ GrantWorks, Inc.
Helen Miller ~ Wilson & Associates Consulting, LLC
file 9697.088

No. 14-Final**RECOMMENDATION OF PAYMENT**OWNER's Project No. _____ ENGINEER's Project No. 9697.088Project Seawall Restoration Project – GLO Contract No. 20-065-103-C278 and
FEMA Project No. DR-4332-PW-4450CONTRACTOR SR Trident, Inc.Contract for Seawall Restoration Project Contract Date March 7, 2023Application Date August 26, 2024 Application Amount \$345,296.76Period Start Date May 29, 2024 For Period Ending August 26, 2024To CITY OF SEADRIFT
Owner

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

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

G & W Engineers, Inc.

Dated September 11, 2024By: Scott P. Mason, P.E.
Scott P. Mason, P.E.**STATEMENT OF WORK**

Original Contract Price	\$ <u>6,368,129.21</u>	Work to Date	\$ <u>6,905,935.31</u>
Net Change Orders (1-6)	\$ <u>537,806.10</u>	Amount Retained	\$ _____
Current Contract Price	\$ <u>6,905,935.31</u>	Subtotal	\$ <u>6,905,935.31</u>
Work to be Done	\$ <u>-</u>	Previous Payments Recommended	\$ <u>(6,560,638.55)</u>
		Amount Due This Payment	\$ <u>345,296.76</u>

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



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

Invoice

Date	Invoice #
9/11/2024	9572

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 30	10/11/2024
Service Date	Item	Description	Rate	Amount
		Seawall Restoration Project		
		GLO Contract No. 20-065-103-C278		
		FEMA Project No. DR-4332-PW-4450		
	Retainage W/H	Retainage	345,296.76	345,296.76
<i>We appreciate your business!</i>			Subtotal	\$345,296.76
			Sales Tax (8.25%)	\$0.00
ACH is the preferred payment method. Contact office for details.			Total Due	\$345,296.76

CONTRACTOR'S GUARANTEE

I, James Olivarez, being VP of Construction of SR Trident, Inc. (hereinafter called "CONTRACTOR"), do hereby make the following statements to **CITY OF SEADRIFT** (hereinafter called "OWNER") in relation to the completed project known as **Seawall Restoration Project for the City of Seadrift, Texas - GLO Project No. 20-065-103-C278 and FEMA Project No. DR-4332-PW-4450.**

I guarantee...

That all of the completed Work is free from faulty materials in every particular,

That all of the completed Work is free from improper workmanship, and

That no injury will occur from proper and usual wear,

That OWNER has been assigned all guarantees and/or warranties originally made to CONTRACTOR by suppliers and subcontractors, if any. (Such assignment does not relieve CONTRACTOR of the responsibility stated in each guarantee and/or warranty in case of failure of suppliers or subcontractors to fulfill the provisions of such guarantees and/or warranties.)

I agree...

That the execution of the final certificate or the receipt of the final payment does not relieve CONTRACTOR of the responsibility for neglect of faulty materials or workmanship during the period covered by this Guarantee,

To replace or to re-execute without cost to OWNER such Work as may be found to be improper or imperfect, and

To make good all damage caused to other Work or materials, due to such required replacement or re-execution.

This Guarantee is in effect as of the 5th day of July 2024, and shall cover a period of **ONE (1) FULL YEAR** from said effective date.

SR Trident, Inc.

(CONTRACTOR)

Signed By: James Olivarez

Print Name/Title James Olivarez - VP

Date: 7/5/2024

**CONTRACTOR's CONDITIONAL WAIVER AND
RELEASE ON FINAL PAYMENT**

THE STATE OF Texas §
COUNTY OF San Patricio §

Project: **Seawall Restoration Project for the City of Seadrift, Texas - GLO Project No. 20-065-103-C278 and FEMA Project No. DR-4332-PW-4450**

Job No. **9697.088**

On receipt by the signer of this document of a check from **CITY OF SEADRIFT** (*maker of check*) in the sum of \$ 345,296.76 payable to SR Trident, Inc. (*payee or payees of check*) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property or easements of **CITY OF SEADRIFT** (*owner*) located at within the City of Seadrift, Texas (*location*) to the following extent: **Seawall Restoration Project for the City of Seadrift, Texas - GLO Project No. 20-065-103-C278 and FEMA Project No. DR-4332-PW-4450** (*job description*).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to **CITY OF SEADRIFT** (*person with whom signer contracted*).

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

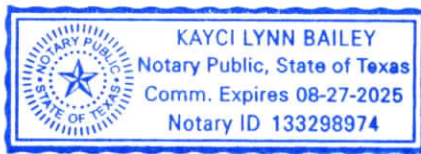
The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

SR Trident, Inc.

(SUBCONTRACTOR)

Signed By: James Olivarez
Print Name: James Olivarez
Title: VP of Construction

SUBSCRIBED AND SWORN TO BEFORE ME by Kayci Bailey, on
August 26th, 2024, to certify which witness my hand and seal of office.



[Signature]
Notary Public, State of Texas
My Commission Expires: 08/27/2025

END OF SECTION
END OF DIVISION

01700-6

INVOICE

Job # 9697.088-0724

August 12, 2024

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

BAYFRONT PARK SEAWALL

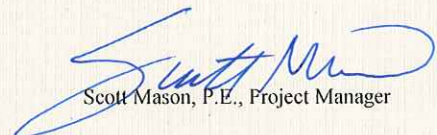
For engineering and design services provided from 09/04/23 - 08/04/24 associated with the **DR 4332 PW 4450** and **Seadrift 20-065-103-C278** Bayfront Park Seawall Project for the City of Seadrift, Texas.

ITEMS	FEE	PREVIOUSLY COMPLETED	CURRENT BILLING	COMPLETED TO DATE	% COMPLETE
Milestone 1 - E/A Services - 30% Design	\$222,000.00	\$222,000.00		\$222,000.00	100%
Milestone 2 - 100% Design approved by City	\$222,000.00	\$222,000.00		\$222,000.00	100%
Milestone 3 - Bid Advertise	\$74,000.00	\$74,000.00		\$74,000.00	100%
Milestone 4 - Construction Notice to Proceed	\$111,000.00	\$111,000.00		\$111,000.00	100%
Milestone 5 - As-Built / CoCC/FWCR	\$111,000.00		\$55,500.00	\$55,500.00	50%
TOTAL	\$740,000.00	\$629,000.00	\$55,500.00	\$684,500.00	93%

TOTAL AMOUNT DUE THIS INVOICE:

\$55,500.00

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


Scott Mason, P.E., Project Manager

FINAL INVOICE

Job # 9697.088-0924

September 13, 2024

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

BAYFRONT PARK SEAWALL

For engineering and design services provided from 08/05/24 - 09/13/24 associated with the **DR 4332 PW 4450** and **Seadrift 20-065-103-C278** Bayfront Park Seawall Project for the City of Seadrift, Texas.

ITEMS	FEE	PREVIOUSLY COMPLETED	CURRENT BILLING	COMPLETED TO DATE	% COMPLETE
Milestone 1 - E/A Services - 30% Design	\$222,000.00	\$222,000.00		\$222,000.00	100%
Milestone 2 - 100% Design approved by City	\$222,000.00	\$222,000.00		\$222,000.00	100%
Milestone 3 - Bid Advertise	\$74,000.00	\$74,000.00		\$74,000.00	100%
Milestone 4 - Construction Notice to Proceed	\$111,000.00	\$111,000.00		\$111,000.00	100%
Milestone 5 - As-Builts / CoCC/FWCR	\$111,000.00	\$55,500.00	\$55,500.00	\$111,000.00	100%
TOTAL	\$740,000.00	\$684,500.00	\$55,500.00	\$740,000.00	100%

TOTAL AMOUNT DUE THIS INVOICE:

\$55,500.00

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


Scott Mason, P.E., Project Manager

8. GLO MIT MOD (24-065-084-E760):

Discuss/Consider/Take any action to:


a. Readopt the Resolution Regarding the Civil Rights Policies for the GLO Community Development Block Grant – Mitigation (CDBG-MIT) Method of Distribution (MOD) Program, Contract #24-065-084-E760.

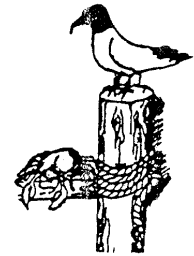
b. Approve the Resolution Designating Authorized Signatories for Contractual and Financial Documents pertaining to the GLO Community Development Block Grant – Mitigation (CDBG-MIT) Method of Distribution (MOD) Program, Contract #24-065-084-E760.

c. Proclamation declaring January as the City of Seadrift-Fair Housing Month.

d. Approve Amendment #2 for the Grant Administration and Environmental Services contract for the Community Development Block Grant – Mitigation (CDBG-MIT) Method of Distribution (MOD) Program Contract Number #24-065-084-E760.




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



**RESOLUTION No. 2024-03 Regarding Civil Rights
The City of Seadrift, Texas**

Whereas, the City of Seadrift, Texas, (hereinafter referred to as “City of Seadrift”) has been awarded CDBG-Mitigation (MIT) funding through a CDBG-MIT Method of Distribution (MOD) grant from the Texas General Land Office (hereinafter referred to as “GLO”);

Whereas, the City of Seadrift, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability;

Whereas, the City of Seadrift, in consideration for the receipt and acceptance of federal funding, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

Whereas, the City of Seadrift, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135, is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the CDBG project area;

Whereas, the City of Seadrift, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State’s certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

Whereas, the City of Seadrift, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

Whereas, the City of Seadrift, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period of the CDBG contract, to affirmatively further fair housing;

Whereas, the City of Seadrift, agrees to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SEADRIFT, TEXAS, that the CITY OF SEADRIFT ADOPTS/REAFFIRMS THE FOLLOWING:

1. Citizen Participation Plan and Grievance Procedures;
2. Section 3 Policy;
3. Excessive Force Policy;
4. Section 504 Policy and Grievance Procedures;
5. Fair Housing Policy.

Passed and approved this _____ day of _____, 2024.

Signature of Elected Official
City of Seadrift

Tracey Johnson, Mayor Pro-Tem

CITIZEN PARTICIPATION PLAN

THE CITY OF SEADRIFT

REGARDING THE USE OF GRANT FUNDS FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

This Citizen Participation Plan was prepared in accordance with Section 104(a) of the Housing and Community Development Act of 1974, as amended. The 24 CFR 91.105 federal regulations outline the “citizen participation” requirements.

The plan is to be used to address citizen participation in the Community Development Block Grant (CDBG) Program. With receipt of HOME Investment Partnerships (HOME) Program funds, the program will be included under this Citizen Participation Plan.

The Citizen Participation Plan (CPP) sets forth policies and procedures for citizen participation in the development of project specific applications and substantial amendments to these projects with funding.

CERTIFICATION OF COMPLIANCE

The City of Seadrift is certifying to the U. S. Department of Housing and Urban Development (HUD) and State Agencies administering HUD programs that they have an approved Citizen Participation Plan, which:

- provides for and encourages citizen participation with emphasis on participation by persons who are residents of slum and blighted areas, by residents in low- and moderate-income neighborhoods, or targeted revitalization areas.
- provides for and encourages citizen participation of residents of public and assisted housing developments, as well as provides information to the public housing authorities within our jurisdiction activities related to these programs.
- provides for and encourages citizen participation of persons with disabilities as well as provides documents in a format accessible to persons with disabilities, upon request.
- provides for and encourages citizen participation of all citizens, including minorities and non-English speaking persons, and identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate.
- provides citizens with reasonable and timely notification and access to local meetings, information, and records relating to the City’s proposed and actual use of federal Community Development Block Grant funds.
- provides for public hearings and/or public postings to obtain citizen views; to respond to proposals and questions at all stages of the community development program, including at least the development of needs; and the review of proposed activities, and review of program annual performance. If hearings are held, they shall be after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodations for the disabled; and,
- provides for a timely written response to written complaints and grievances where applicable.

Note to Grant Recipients regarding Limited English Proficiency (LEP) requirements:

In accordance with federal law, if there is a significant number of the population who are non-English speaking residents and are affected by the CDBG project, such citizens should have 'meaningful access' to all aspects of the CDBG project. To provide 'meaningful access', Grant Recipients may need to provide interpreter services at public hearings or provide non-English written materials that are routinely provided in English. Examples of such vital documents may include Citizen Participation notices (e.g., complaint procedures, hearings notices), civil rights notices, and any other published notice that may allow an eligible person with limited English proficiency to participate in discussing proposed CDBG activities. For more information, see LEP.gov.

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of HUD's CDBG Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the City of Seadrift City Hall, 501 Main St., Seadrift, TX 77983, (361) 785-2251 during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the CDBG program.

1. A person who has a complaint or grievance about any services or activities with respect to the CDBG project, whether it is a proposed, ongoing, or completed CDBG project, may during regular business hours submit such complaint or grievance, in writing to the City Civil Rights Officer, at 501 Main St., Seadrift, TX 77983 or may call (361) 785-2251.
2. A copy of the complaint or grievance shall be transmitted by the Civil Rights Officer to the person/division that is the subject of the complaint or grievance and to the Mayor within five (5) working days after the date of the complaint or grievance was received.
3. The Mayor or their representative shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within fifteen (15) days. The response may be a time extension to further review the complaint or grievance.
4. If the investigation cannot be completed within fifteen (15) working days per 3 above, the person who made the grievance or complaint shall be notified, in writing, within twenty (20) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the CDBG Program Manager for their further review and comment.

If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

TECHNICAL ASSISTANCE

When requested, the City shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of CDBG funds. The City, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

PUBLIC OUTREACH AND INVOLVEMENT

Citizens will be provided reasonable advance notice of, and opportunity to comment on proposed activities in an application to the state and for grants already made regarding activities which are proposed to be added, deleted, or substantially changed from the entity's application to the state. The public outreach and notification will be accomplished through one or more of the following methods:

- a) Publication of notice in a local newspaper—a published newspaper article may also be used so long as it provides sufficient information regarding program activities and relevant dates.
- b) Notices prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
- c) Posting of notice on the local entity website (if available).
- d) Public Hearing; or
- e) Individual notice to eligible cities and other entities as applicable using one or more of the following methods: Certified mail, Electronic mail or fax, First class (regular mail), Personal delivery (e.g., at a Council of Governments meeting).

These details will be included in the Public Comment Version of the Application, prior to submission.

Citizens, with emphasis on persons of low- and moderate-income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals.

PUBLIC COMMENT PROVISIONS AS REQUIRED BY CERTAIN STATE AGENCIES IN THE ADMINISTRATION OF FEDERAL PROGRAMS

When public notice is the sole required notification process for the submission of an application from a State agency, the following provisions shall be observed the City

A copy of a substantially complete application will be made available to allow for 14 days of public comment, but are not limited to:

1. The amount of CDBG funds expected to be made available for the current fiscal year (including the grant and any anticipated program income).
2. The range of activities that may be undertaken with the CDBG funds.

3. The estimated amount of the CDBG- funds proposed to be used for activities that will meet the national objective of benefit to low- and moderate- income persons.
4. The proposed CDBG activities likely to result in displacement and the unit of general local government's anti-displacement and relocation plans required under § 570.488.
5. The development of housing and community development needs

When a public hearing is required for submission of an application from a State agency, the following provisions shall be observed by the City:

1. As stated in the COVID-19 Disaster Declaration Proclamation dated March 13th, 2020; public hearings may be held virtually or in person, pursuant to Section 418.017 of the code; "authorization to use all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster." Public notice of all hearings must be posted at least seventy-two (72) hours prior to the scheduled hearing.
2. When a significant number of non-English speaking residents are a part of the potential service area of the CDBG project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens. An interpreter should be present to accommodate the needs of the non-English speaking residents at all public hearing where applicable.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and the City must plan for individuals who require auxiliary aids or services if contacted at least two days prior to the hearing.
4. A public hearing, when required by a Federal Program, shall be held after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.
5. If the agency requires a public hearing for submission, then a public notice shall be posted at city hall and the community's website notifying the public of the project selected at least 5 days prior to the submission of the application.

The City shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

Tracey Johnson, Mayor Pro-Tem

Date

Section 3 Policy

In accordance with 12 U.S.C. 1701u the City of Seadrift agrees to implement the following steps, which, to *the greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
- B. Assign duties related to implementation of this plan to the designated Civil Rights Officer.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by CDBG grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
- D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in CDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
- E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
- F. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or GLO to the Grant Recipient.
- G. Submit reports as required by HUD or GLO regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of the federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.
- H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of the City of Seadrift, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

Signature

Title

Date

09/01/2019

Excessive Force Policy

In accordance with 24 CFR 91.325(b)(6), the City of Seadrift hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of the City of Seadrift to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations;
2. It is also the policy of the City of Seadrift to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
3. The City of Seadrift will introduce and pass a resolution adopting this policy.

As officers and representatives of the City of Seadrift, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Signature

Title

Date

09/01/2019

Section 504 Policy Against Discrimination based on Handicap and Grievance Procedures

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), the City of Seadrift hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).
2. The City of Seadrift does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.
3. The City of Seadrift's recruitment materials or publications shall include a statement of this policy in 1. above.
4. The City of Seadrift shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.
5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the CDBG program, the City of Seadrift shall ensure that they are provided with the information necessary to understand and participate in the CDBG program.
6. Grievances and Complaints
 - a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for the City of Seadrift to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
 - b. Complaints should be addressed to: **Mayor Pro-Tem, 501 Main St., Seadrift, TX 77983** who has been designated to coordinate Section 504 compliance efforts.
 - c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.

- d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.
- e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by **the Mayor Pro-Tem**. Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
- f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by **the Mayor Pro-Tem** and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.
- g. The Section 504 coordinator shall maintain the files and records of the City of Seadrift relating to the complaints files.
- h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to the City of Seadrift within ten working days after the receipt of the written determination/resolution.
- i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that the City of Seadrift complies with Section 504 and HUD regulations.

Signature/Title

Date

Fair Housing Policy

In accordance with Fair Housing Act, the City of Seadrift hereby adopts the following policy with respect to the Affirmatively Furthering Fair Housing:

1. The City of Seadrift agrees to affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).
2. The City of Seadrift agrees to plan at least one activity during the contract term to affirmatively further fair housing.
3. The City of Seadrift will introduce and pass a resolution adopting this policy.

As officers and representatives of the City of Seadrift, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

Signature

Title

Date



CITY OF SEADRIFT

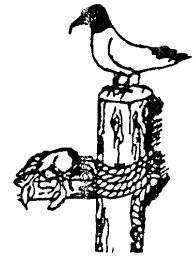
Post Office Box 159/501 S. Main St.

Seadrift, Texas 77983

Tel: (361) 785-2251

Fax: (361) 785-2208

seadrift@seadrifftx.org



RESOLUTION 2024-04 AUTHORIZING SIGNATORIES

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SEADRIFT, TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE GENERAL LAND OFFICE COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION METHOD OF DISTRIBUTION PROGRAM (CDBG-MIT MOD) CONTRACT NUMBER 24-065-084-E760.

WHEREAS, the City of Seadrift, Texas has received a 2023 GLO Community Development Block Grant-Mitigation Method of Distribution (MIT-MOD) award to provide Infrastructure Improvements, and;

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

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

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

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

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

The Mayor, Mayor Pro-Tem, City Secretary, and Alderpersons be authorized to execute contractual documents between the General Land Office and the City for the 2023 Community Development Block Grant – Mitigation Method of Distribution (MIT-MOD) Program.

The Mayor, Mayor Pro-Tem, City Secretary, and Alderpersons be authorized to execute the financial documents required for requesting funds approved in the 2023 Community Development Block Grant – Mitigation Method of Distribution (MIT-MOD) Program.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SEADRIFT, TEXAS on _____, 2024.

TRACEY JOHNSON, MAYOR PRO-TEM

ATTEST:

GABRIELA TORRES, CITY SECRETARY



COMMUNITY DEVELOPMENT & REVITALIZATION

The Texas General Land Office

Depository/Authorized Signatories Designation Form

Subrecipient:

Seadrift

Contract Number:

24-065-084-E760

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

Tracey Johnson	
Name	Name
Mayor Pro-Tem	Aldersperson
Title	Title
Signature	Signature
Name	Name
Title	Title
Signature	Signature

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

Name of Lending Institution	Fund Account Number
Address	City, State, Zip Code

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

Tracey Johnson	Gabriela Torres
Name	Name
Mayor Pro-Tem	City Secretary
Title	Title
Signature	Signature



COMMUNITY DEVELOPMENT & REVITALIZATION

The Texas General Land Office


Depository/Authorized Signatories Designation Form

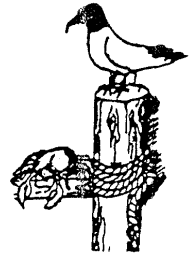
Name	Name
Alderpersion	
Title	Title
Signature	Signature

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

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




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



Fair Housing Month Proclamation Proclamation of January as Fair Housing Month

WHEREAS, Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS, The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS, The National Fair Housing Law, during the month of January, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW, THEREFORE, WE, the City Council of Sinton, do proclaim January as Fair Housing Month in the City of Sinton and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law.

IN WITNESS WHEREOF we have affixed our signatures and seal on this the ____ day of _____ 2024.

Witness:

Title: City of Seadrift – Mayor Pro-Tem

Witness:

Title: City of Seadrift – City Secretary

AMENDMENT NO. 2

City of Seadrift Grant Administration & Environmental Services Contract

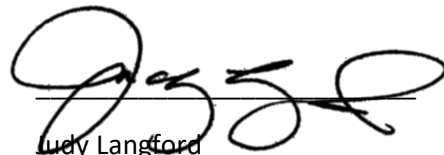
As pre-procurement required the City to contractually enter into an agreement prior to the establishment of the project; the contract agreement was based on a percentage (%) figure.

Federal Regulations require that with funding; the Grant Administration & Environmental Services Contract must be amended to include a dollar figure. The contract amounts are as follows:

- Contract Amount for Non-Housing Project (Infrastructure): **\$138,896.00**
 - **Grant Administration: \$128,896.00**
 - **Environmental: \$10,000.00**

Contract # **24-065-084-E760**

Tracey Johnson
City Mayor Pro-Tem



Judy Langford
Langford Community Management Services


Date: _____

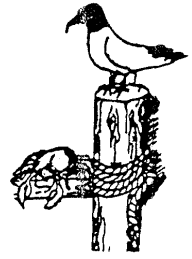
9. GLO CDBG DR (20-065-103-C278):

Discuss/Consider/Take any action to:

- a. Approve Resolution regarding Labor Standards and Oversight.
- b. Approve updated Financial Policy.
- c. Approve updated Procurement Policy & Procedures for Federal Grants.




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



RESOLUTION 2024-05
RESOLUTION REGARDING LABOR STANDARDS AND OVERSIGHT

A RESOLUTION BY THE CITY COUNCIL OF SEADRIFT ADOPTING LABOR STANDARDS PROCEDURES AND OVERSIGHT RESPONSIBILITY FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) PROJECT WITH THE GENERAL LAND OFFICE (GLO), STATE CONTRACT NO. 20-065-103-C278 (“Contract”)

WHEREAS, the Contract through the General Land Office referenced above requires designation and oversight of a professional Labor Standards Officer (LSO);

WHEREAS, it is necessary to develop and/or adopt appropriate policies and procedures to ensure compliance with the requirements of the Contract; and

WHEREAS, the City is committed to ensuring the legal protection and fair treatment of all laborers involved in the construction project contemplated under the Contract.

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

1. The City hereby adopts the following Labor Standards and Procedures, in accordance with the GLO’s implementation requirements.
2. The City will verify that the appointed LSO has appropriate internal policies in place and is adequately reviewing certified payroll reports (CPR) to ensure the following:
 - A. Original signed certified payroll reports (CPR) will be received by the City prior to review, will maintain on file, and document receipt;
 - B. Workers are properly listed on the payroll for the applicable days, work classifications, and pay rates;
 - C. Employee interview results are compared to CPR;
 - D. Employee payrolls are complete and signed;
 - E. Employees are paid no less than the wage rate for the work classification shown; and
 - F. Employee payroll deduction authorizations for other deductions are submitted and authorized before the first occurrence of said payroll deduction.
 - G. All payroll deductions on employee payrolls are permissible under Davis Bacon.

3. The City commits to verifying that these actions have been taken by reviewing the labor process from their appointed LSO ahead of wage rate issuance to ensure it includes processes for verifying all of the above, and will furthermore review the labor record for compliance with these items ahead of finalizing the Final Wage Compliance Report.

PASSED AND APPROVED ON THE _____ DAY OF _____, 2024.

APPROVED AND ATTESTED BY:

Tracey Johnson
Mayor Pro Tem, Acting Mayor

Gabriela Torres
City Secretary



Incorporated December 27, 1912
www.seadrifftx.org

CITY OF SEADRIFT

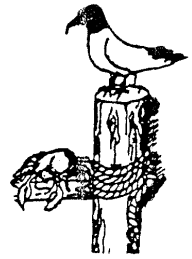
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CITY OF SEADRIFT FINANCIAL PROCEDURES

INTRODUCTION

The purpose of financial management policies is to provide sound guidelines in planning the City's financial future. The City of Seadrift considers the expenditure of funds to be an important responsibility and requires all persons involved with the purchase of goods or services to exercise good judgement in spending taxpayers' money.

SCOPE OF AUTHORITY

The City Council is responsible for the expenditure of all City funds.

Financials

A. Bank Depository

The City maintains funds in a Bank, designated as its depository for banking services. The City Council reviews the selection every two years unless circumstances deem otherwise.

B. Accounts Payable

All city bank accounts require two (2) authorized signatures. Authorized signatures can be two (2) Public Officials, or one (1) Public Official and one (1) City Employee. One (1) signature must be a Public Official's signature. Authorized signatories are designed by the City Council by Resolution.

C. Accounting

The Mayor is responsible for establishing the structure for the City Chart of Accounts and for assuring that procedures are in place to properly record financial transactions and report on the City's financial position to City Council. The City Secretary shall provide financial reports to the Mayor monthly.

D. Audit of Accounts

An independent audit of the City accounts is performed annually. The Auditor is retained by and is accountable directly to the City Council. The City Council reviews the selection every year unless circumstances deem otherwise.

E. Internal Controls

Whenever possible, written procedures will be established, maintained, and assessed per 2 CFR 200.303 by the Mayor for all functions involving cash handling and/or accounting throughout the City. These procedures will embrace the general concepts of fiscal responsibility set forth in this policy statement.

Whenever possible, the City ensures duties and responsibilities are segregated so that no one individual has complete authority over a financial transaction.

PROCEDURES

1. Input Invoice into Record Keeping System – Invoices are tracked using the City's financial accounting software. The accounts payable clerk enters all invoices into the account software.
2. Review of Invoice – Invoices are reviewed by the City Secretary and presented to the City Council or Mayor for review.
3. Allowability of Costs – The City Secretary will review each invoice for allowability of costs as stated in 2 CFR 200 Subpart E – Cost Principles.
4. Unnecessary or duplicative purchases – The City Secretary will review each invoice for unnecessary or duplicative purchases per 2 CFR 200.318 (d).
5. Timeline for Payment – After approval of payment by the City Council or Mayor, and if funds are available, the City Secretary will advise the accounts payable clerk to issue a payment within thirty (30) days.
6. Issue Payment – City Council and Mayor reviews and approves invoices for payment. The City Secretary will advise the accounts payable clerk to issue a check after receiving approval.
7. Payment Reconciliation – City bank accounts are reconciled monthly by the City Secretary and reviewed by the City Mayor.
8. Record Keeping – All expenditures are documented by the accounts payable clerk. The City Secretary keeps records of all expenditures of the City per Local Government Code Retention schedule. Grant documents are classified as permanent files for the City of Seadrift.

PROCEDURES FOR GRANT PAYMENTS

1. Invoices are received and, if necessary, a request for payment is prepared by grant consultant and proper signatures obtained from authorized signatories as authorized in original grant approval. Auditor's office reviews the invoice and compares it to the grant budget.
2. Invoices must be approved by the Mayor or the City Council. Approval is acknowledged by initiating the original invoice or through Council action.
3. Once grant funds are received and the invoice is approved by acknowledgment by signature of the Mayor on the original invoice, a demand check is entered into the system by the accounts payable clerk and printed. Authorized Signatories signatures appear on the approved checks. Checks are then disbursed to the appropriate vendors. The City Secretary is responsible for ensuring that checks are signed and disbursed within the grant mandated timeline in the state contract.
4. Copies of the request for payment, invoice, canceled check copy and bank statement showing receipt of grant money are retained in the grant file in the City Secretary's office.

The Mayor and City Council authorize payments and issues of checks. Two signatures are required on each check, and are designated by City Council as Authorized Signatories. The City Secretary is responsible for reconciling the monthly bank statements.

CASH MANAGEMENT AND DISBURSEMENT - TIMELY EXPENDITURES

The City shall make timely payments to vendors and minimize the time between transferring funds from the State Treasury and disbursement of funds to vendors in compliance with the terms and conditions of the federal contract, grant, regulation, or statute.

To ensure vendor compliance, invoices/pay applications/pay estimates will be reviewed for accuracy for such items but not limited to change order approvals, outstanding lien/payments to subcontractors, labor standards, and verification of work completed as invoiced prior to disbursement or request for funds from State Agency. The City shall notify a vendor of an error in an invoice submitted for payment by the vendor.

ADVANCE PAYMENT PROCEDURES

All advanced payments using federal grant funds will be disbursed within the grant mandated timeline in the state contract and in accordance with 2 CFR 200.305(b), and in accordance with the provisions in the contract with the vendor.

Advance payments of federal grant funds will be deposited and maintained in a separate insured account. The City will maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: City receives less than \$120,000 in Federal awards per year; the City is not expected to earn interest in excess of \$500 per year on Federal cash balances; or the depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources. (2 CFR 200.302(b)(6) and 200.305)

INTEREST EARNED PROCEDURES

The City will verify interest earned remains under \$500 per fiscal year by tracking interest earned on each grant deposit in the grant ledger; if interest does exceed \$500 per fiscal year the City will remit interest earned to the Department of Health and Human Services per 2 CFR 200.305.

These Policies and Procedures are implemented through the City of Seadrift's administrative team consisting of the City Mayor/Mayor Pro-Tem, Accounts Payable Clerk, and the City Secretary.

Tracey Johnson, Mayor Pro-Tem

Date



CITY OF SEADRIFT

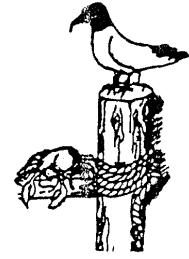
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CITY OF SEADRIFT Procurement Policies and Procedures for Federal Grants

Policies

1. When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with [§§ 200.321, 200.322, and 200.323](#) and ensure that every purchase order or other contract includes any clauses required by [§ 200.327](#). All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in [§§ 200.318 through 200.327](#), [and Appendix II to Part 200].
2. The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity. *See* 2 CFR §200.318(c)(1).
3. All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and [§ 200.320](#). In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:
 - a. Placing unreasonable requirements on firms in order for them to qualify to do business;
 - b. Requiring unnecessary experience and excessive bonding;
 - c. Noncompetitive pricing practices between firms or between affiliated companies;
 - d. Noncompetitive contracts to consultants that are on retainer contracts;
 - e. Organizational conflicts of interest;
 - f. Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
 - g. Any arbitrary action in the procurement process.
4. The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its

application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. *See* 2 CFR §200.319(c).

5. The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations: Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and; Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals. *See* 2 CFR §200.319(d)(1)(2).
6. The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period. *See* 2 CFR §200.319(e).
7. Noncompetitive procurements can only be awarded in accordance with [§ 200.320\(c\)](#). *See* 2 CFR §200.319(f).
8. The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and [§§ 200.317](#), [200.318](#), and [200.319](#) for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.
9. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include, *See* 2 CFR §200.321:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
 - f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

General Procurement Standards

1. Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. *See* 2 CFR §200.318(b).
2. The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. *See* 2 CFR §200.318(h). *See also* 2 CFR §200.214.
3. The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement,

selection of contract type, contractor selection or rejection, and the basis for the contract price. *See* 2 CFR §200.318(i).

4. The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction. *See* 2 CFR §200.318(k).

Procedures

Procurement Cycle Steps

The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. *See* 2 CFR §200.318(d).

Based on type and estimated cost of good/service as well as purchasing authority, purchaser determines the procurement method that will result in a best value acquisition for the City.

Contract Cost and Price - The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals. *See* 2 CFR §200.324(a).

The simplified acquisition threshold for federal procurement actions is currently set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908 as \$50,000, but this threshold is periodically adjusted for inflation. 2 C.F.R. §200.88.

The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Cost analysis- The review and evaluation of the separate cost elements and profit in an offeror's or contractor's proposal (including cost or pricing data or information other than cost or pricing data), and the application of judgment to determine how well the proposed costs represent what the cost of the contract should be, assuming reasonable economy and efficiency.

Price analysis- The process of examining and evaluating a proposed price without evaluating its separate cost elements and proposed profit.

Solicitation- Any request to submit offers or quotations to the subrecipients. Solicitations under sealed bid procedures are called "invitations for bids". Solicitations under negotiated procedures are called "requests for proposals." Solicitations under small purchase procedures may require submission of either a quotation or an offer.

Receipt of Bids and Responses to Solicitation—Vendors submit their response to the solicitation.

Evaluation and Awards- The City reviews the responses from vendors, determines compliance with the solicitation and makes an award recommendation based on the pre-defined best value criteria.

The City will use one of the following five methods of procurement described at 2 CFR Section 200.320: procurement by micro-purchases, (2) procurement by small purchase procedures, (3) procurement by sealed bids, (4) procurement by competitive proposals, or (5) procurement by noncompetitive proposals.

1. Procurement by Micro-Purchases - Simplified Acquisition Procedures for Purchases Below Micro-Purchase Threshold

For purposes of this section, the micro-purchase threshold is **\$10,000**.

Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the City must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

2. Procurement by Small Purchase Procedures

Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that cost less than the lesser of the Federal Simplified Acquisition Threshold or the \$50,000 threshold defined in state law (Local Government Code §262.003 for counties and §252.021 for municipalities). If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

For service contracts that are under the small purchase threshold and do not fall under professional services as defined in Section 2254.002(2) of Local Government Code, the City may receive quotes and award the contract to any reasonable and responsible bidder. The local governing body has the final authority to award contracts.

3. Procurement by Sealed Bid for Construction Contracts and Materials Contracts

In order for sealed bidding to be feasible, the following conditions should be present:

- a. A complete, adequate, and realistic specification or purchase description is available;
- b. Two or more responsible bidders are willing and able to compete effectively for the business; and
- c. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

If sealed bids are used, the following requirements apply:

- a. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
- b. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- c. All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- d. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- e. Any or all bids may be rejected if there is a sound documented reason.

4. Procurement by Competitive Proposals - Professional Services Contracts

This method is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- a. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- b. Proposals must be solicited from an adequate number of qualified sources;
- c. The City must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- d. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- e. The City may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
- f. The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used. *See* 2 CFR §200.324(d).
- g. Federal Guidelines require negotiations of profit as a separate element of the price for each contract and modification in which there is no price competition and, in all cases, where cost analysis must be performed. *See* 2 CFR §200.324(b).

5. Procurement by Noncompetitive Proposals

This method may be used only when one or more of the following circumstances apply:

- a. The item is available only from a single source;
- b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- c. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request; or
- d. After solicitation of a number of sources, competition is determined inadequate.
- e. If the City determines that they would like to award the noncompetitive proposal, they will only do so after seeking approval from the funding agency and will not award until approval is obtained.

Domestic Preferences for Procurement

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section, *see* 2 CFR §200.322:

- a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and
- b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Procurement of recovered materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the

Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. *See* 2 CFR §200.323.

Federal Awarding Agency or Pass-through Entity Review

The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase. *See* 2 CFR §200.325.

Bonding Requirements

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows, *see* 2 CFR §200.326:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor in the execution of the work provided for in the contract.

Part 200 Appendix II – Contract Provisions for Non-Federal Entity Contracts Under Federal Award- *See* attached. These provisions will be checked against most current updates to ensure completeness ahead of contract issuance.

These Policies and Procedures are implemented through of the City’s administrative team of City Mayor, Mayor Pro-Tem, and the City Secretary.

Tracey Johnson, Mayor Pro-Tem

Date

REQUIRED CONTRACT PROVISIONS

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

All Contracts

THRESHOLD	PROVISION	CITATION
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	<p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p>	2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)

	<p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other</p>	
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	<p>sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
>\$2,000	<p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by</p>	<p>2 CFR 200 APPENDIX II (D)</p>

	<p>Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	
>\$100,000	<p>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	2 CFR 200 APPENDIX II (E)
None	<p>Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.</p>	2 CFR 200 APPENDIX II (F)
>\$150,000	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p>	2 CFR 200 APPENDIX II (G)
>\$25,000	<p>Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the</p>	2 CFR 200 APPENDIX II (H)

	governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>\$100,000	<p><i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers'</p>	

	<p>representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
None	<p>Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ul style="list-style-type: none"> (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered 	2 CFR 200.216

	<p>telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</p> <p>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See Public Law 115-232, section 889 for additional information.</p> <p>(d) See also § 200.471.</p>	
None	<p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	<p>2 CFR 200.322(a)(b)(1) (2)</p>
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in	2 CFR 200.336


	<p>open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	
None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>	2 CFR 200.321
None	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p>	2 CFR 200.334

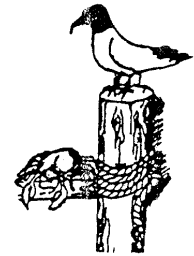
	<p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	
None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.</p>	Texas Government Code 2252.152
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract.</p>	Texas Government Code 2271
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.

10. GLO CDBG DR (20-065-103-C278) –

Amendment regarding Bayfront Park Restroom: Discuss, Consider, Take any action on using sufficient funds left in the C278 GLO grant to the Bayfront. Park Restroom due to FEMA changing the ruling on the Restroom's insurance reductions.




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DRAFT LETTER TO GLO

To: **Kassandra Burnias, *Manager/Grant Manager – GLO Community Development & Revitalization***
Crystal Thomas, *Grant Manager – GLO Community Development & Revitalization*

Re: **Request to GLO to Consult on Amendment (FEMA PA PW 4157 Bayfront Park Restroom)**

Hello Crystal and Kassandra,

This email is to request urgent technical assistance regarding a potential amendment to the C278 grant.

Over the past few weeks, the City of Seadrift has been engaged in discussions with the Texas Dept of Emergency Management concerning a change to the insurance reduction on the Bayfront Park Restroom project, completed in May 2022. During a routine closeout review, FEMA changed its ruling on the Restroom's insurance reductions related to the National Flood Insurance Program. Instead of an insurance cost reduction of approximately \$14,000 established in the original FEMA Project Worksheet, TDEM is saying that FEMA is reducing the allowed project costs by approximately \$208,000, drastically reducing the federal contribution to this project. Seadrift is being asked to pay back these funds ASAP.

The City of Seadrift is in financial hardship due to Harvey recovery and cannot pay the rejected costs out of pocket. There are sufficient funds left in the C278 GLO grant if the City submits an amendment to move funds back into Public Facilities. Please discuss this internally and let us know at your earliest convenience when we may meet with you all to explain this situation further, and hopefully agree on how to initiate this amendment.

Thank you,

Gabriela Torres
City Secretary
City of Seadrift
Office: (361) 785-2251 Ext. 6
Email: g.torres@seadrifftx.org

Gabriela Torres

From: Helen Miller <hmliller@wilsonconsulting-llc.com>
Sent: Tuesday, October 1, 2024 4:09 PM
To: Judy Lucio; Angel Carvajal
Cc: Ileana Bolanos; Gabriela Torres; 'Karen Blaney'
Subject: DR-4332 | PA | Seadrift | PW 4157 | FEMA Error in NFIP reduction calculation = TDEM Receivable Letter Error
Attachments: DR-4332 Seadrift PW 4157 NFIP Mandatory Ded Worksheet 03-09-23.xlsx; DR-4332 Seadrift PW 4157 REVISED NFIP Mandatory Ded Worksheet 04-23-24.xlsx; Seadrift_PW 4157 Restroom_Reconciliation and Overpayment (02-27-2024).pdf

Judy,

As brought to your attention previously, FEMA Insurance incorrectly took the final actuals (\$348,856.82) and added the prior NFIP Reduction (\$14,947), to come up with an incorrect (overstated) base for the O&M reduction of \$363,803.82. It is my understanding that FEMA has properly corrected the O&M to \$348,856.82.

However, this same error (adding actual and NFIP reduction) was also used to create the original **NFIP Reduction** (prepared in 2023) which resulted in TDEM sending out a letter for the February 27, 2024 Receivable Letter, which we believe contains an incorrect amount.

- Because FEMA used an incorrect base of \$363,803.82, the resulting NFIP Reduction came to **\$253,412.67**. (Attached FEMA 03-09-23 worksheet)
- After the error was brought to FEMA's attention, on 04/23/24 FEMA Insurance uploaded a **REVISED NFIP Mandatory Reduction Worksheet** (attached FEMA 04-23-24 worksheet), to correct the base back down to just actuals, \$348,856.82, and the resulting NFIP Reduction should now only be **\$242,949.77**.

Accordingly, we are requesting that TDEM resend their Receivable Letter with the proper receivable amount as shown below.

Incorrect NFIP Reduction Amount

The **FEMA error** resulted in the receivable request from TDEM as follows:

\$348,856.82	Actuals
- 253,412.67	Incorrect NFIP Reduction
\$ 95,444.15	Eligible Amount
\$ 85,899.74	90% Cost Share
-294,479.84	Amount reimbursed
-\$208,580.10	INCORRECT TDEM Receivable

Corrected NFIP Reduction Amount

The **proper calculation** for the base should have only been on the final actuals: \$348,856.82 = NFIP reduction of **\$242,949.77**.

This reduction should have been as follows:

\$348,856.82	Actuals
-242,949.77	Correct NFIP Reduction (as shown on FEMA's 4/23/24 worksheet)
\$105,907.05	CORRECTED Eligible Amount

\$ 95,316.35 90% Cost Share
-294,479.84 Amount reimbursed
-\$199,163.49 CORRECTED TDEM Receivable (\$9,416.61 difference)

Seadrift is currently working with their Council on resolving this TDEM Receivable request.

Thank you.

-Helen

Helen L Miller
Disaster Recovery Specialist/PA Technical Assistance
Wilson & Associates Consulting, LLC
(919) 892-4250
hmill@wilsonconsulting-llc.com



February 27, 2024

The Honorable Elmer DeForest
Mayor
Seadrift
PO Box 159
Seadrift, TX 77983

FEMA-DR-4332-TX; Seadrift; (ID: 057-66416-00);
Assistance Listing Number (97.036)
Federal Award Identification Number (FAIN) 4332DRTXP0000001;

Dear Mayor DeForest,

The Texas Division of Emergency Management (TDEM) has performed a comprehensive reconciliation of funds disbursed to date to Seadrift for FEMA Public Assistance Projects related to Texas Hurricane Harvey. The results of this reconciliation indicate that Seadrift has received funds in excess of the approved federal share. Please reference the table below for a summary of the project's funding and a brief description of the corresponding overpayment issue.

PW	Project Title	Federal Share Eligible	Amount Disbursed	Repayment Amount Due	Description of Issue
4157	10633 - Park Restroom	\$85,899.74	\$294,479.84	(\$208,580.10)	FEMA revised the insurance reductions for this project from \$14,947.00 to \$253,412.67. There is an overpayment of \$208,580.10.

Federal regulation (2 CFR §200.345 and 2 CFR §200.346) requires that TDEM act to identify and recover these funds for the reasons listed in the table above. In accordance with the executed Grants Terms & Conditions, Seadrift is required to repay TDEM within 30 days after receipt of this notice.

Any future payments for other projects under the purview of your organization may be offset until the total overpaid balance is reduced to zero if the amount due is not repaid within 30 days. Offsets may occur across disasters and grant programs, beginning with any active reimbursement or payable.

If Seadrift fails to make repayment or enter into an agreement to repay the funding within 120 days from the date the original recoupment notice, TDEM will take all authorized actions found in TDEM's Procedure on the Recoupment of Federal Funds. Authorized actions includes withholding funding for other grants, issuing a State

2883 Highway 71 E
PO Box 285
Del Valle, TX 78617-9998



TDEM
THE TEXAS A&M UNIVERSITY SYSTEM

Comptroller Warrant Hold, and/or referring the matter to the Attorney General through the Office of General Counsel.

This recoupment of funds request is not a FEMA determination and therefore not an appealable action.

If you have any questions, please do not hesitate to contact Judy Davila Lucio, MPA at (512) 538-5382 or by email at Judy.Lucio@tdem.texas.gov.

Sincerely,

A handwritten signature in black ink that reads "Jay Hall". The signature is written in a cursive, flowing style.

Jay Hall
Assistant Chief
Texas Division of Emergency Management

2883 Highway 71 E
PO Box 285
Del Valle, TX 78617-9998

11. TDA CDV21-0030 Certificate of Construction Completion (COCC):

Discuss, Consider, Take any action to approve the Certificate of Construction Completion (COCC) for the TDA CDV21-0030 Grant Project.

Certificate of Construction Completion (COCC)

This is to certify that all construction work has been completed and a final inspection of the project described below was conducted on 06/15/2024. Contract was entered into on 11/07/2023 between the City of Seadrift and T Construction L.L.C. for To complete 8" Sanitary Sewer Rehabilitation, 10" Sanitary Sewer Rehabilitation, service reconnections, and one manhole installation..

This is to further certify that:

1. The work has been completed in accordance with the plans and specifications and all amendments, change orders and supplemental agreements thereto.
2. The sum of \$0.00 has been deducted from the final payment to the Contractor in accordance with any contract liquidated damages requirements, separate from any liquidated damages resulting from Davis-Bacon compliance.
3. All programmatic requirements have been met, all claims and disputes have been settled, all warranties have been received, and all liens have been released.
4. The Contractor has presented on behalf of itself and its sureties, satisfactory evidence that he or she will repair, replace and rectify any faulty workmanship and/or materials discovered in the work within a period of 12 months from this date, as provided in the Contract.
5. All bills for materials, apparatus, fixtures, machinery, labor, and equipment used in connection with the construction of this project have been fully paid.
6.

Amount of Original Contract	\$225,604.00
Cumulative Change Orders	\$51,891.00
Final Amount of Contract	\$277,495.00
Less Previous Payments	\$249,745.50
Less Deductions (from #2 above)	\$0.00
FINAL PAYMENT (Balance)	\$27,749.50
7. The Final Payment above is now due and payable.

Certified by the following Engineer, Contractor, and Chief Elected Official/Designee

Engineer Chief

Elected Official/Designee

Title, Firm

Title, City/County

Contractor

Title, Firm

12. Municipal Harbor Survey:

Discuss, Consider, Take any action to approve surveying the Municipal Harbor and going out for bids.

13. Dashcam and GPS Purchase:

Discuss, Consider, Take any action to approve the purchase of dashcams and GPS in City vehicles.

14. Resolution on Closure of City Accounts:

Discuss, Consider, Take any action to approve a resolution to close several City bank accounts and move funds to existing accounts.

15. Water and Sewer Improvement

Reimbursement Request:

Discuss, Consider, Take any action on a request for reimbursement for water and sewer improvements at Block 111.

Kelly Bryson

City of Seadrift
Attn: Accounts Payable
501 S. Main St
Seadrift, TX 77983

August 16, 2024

Dear City of Seadrift,

Please see the enclosed agreements with Kelly Bryson and the City of Seadrift.

The agreements entitle me, Kelly Bryson, to payment of \$1095.00 per lot for a sewer tap and \$164.76 per lot for a water tap, totaling \$1,259.76 per lot when someone gets a water/sewer tap on Block 111 lots 1, 2, 3, 4, 5, 6, 9, and 10.

I've already been paid for lot 10, which includes the water and sewer taps; check #24739. I've enclosed a copy of that check for your reference.

It has been brought to my attention that the property at 1012 W Denver Ave, lots 5 and 6, have a water/sewer tap for which I need to be paid in the amount of \$1259.76 for lots 5 and 6, a total owed to me is \$2,519.52.

Please remit payment upon receipt of the enclosed invoice and per our agreement.

Sincerely,



Kelly Bryson

Kelly Bryson

INVOICE

DATE:
INVOICE #

8/16/2024
1

BILL TO:
City of Seadrift
501 S. Main St.
Seadrift, TX 77983

DESCRIPTION	AMOUNT
Water and Sewer Tap for Block 111 lots 5 and 6 located at 1012 W Denver Ave, Seadrift TX 77983	
Water Tap on Lot 5	\$164.76
Water Tap on Lot 6	\$164.76
Sewer Tap on Lot 5	\$1,095.00
Sewer Tap on Lot 6	\$1,095.00

OTHER COMMENTS

SUBTOTAL	\$2,519.52
TAX RATE	0.000%
TAX	\$0
OTHER	\$0
TOTAL	\$2,519.52

Make all checks payable to
Kelly Bryson

If you have any questions about this invoice, please contact
Kelly Bryson

Thank You

July 12, 2006

City of Seadrift – 361-785-2208 (fax)

To: Billy F Ezell – Mayor of Seadrift
Robert Bryant – Public Works Director

RE: 310' Extension needed of 6" Sewer Main

Below is the installation price for the extension of the sewer main per the city of Seadrift that will be paid by Mr. Kelly Wright Bryson in the agreement that The city of Seadrift agrees to refund Mr. Kelly Wright Bryson the cost of the extension of the sewer taps in the amount of ~~\$876.00~~ per lot on Block 111 Lots 1,2,3,4,5,6,8,9,10 in the event of the purchase of sewer taps on those said lots. ~~FB~~

- (Handwritten: \$1095 + 16476)*
- ✓ Extension of 310' x \$21.00 = \$6510.00
 - ✓ Clean-Out, Tap, Mis = \$1250.00
 - ✓ Tie into manhole = \$1000.00

Approx Total Cost = \$8760.00

Signature for agreement of contract and to proceed with above stated work.

(Signature of Robert Bryant) 2-27-07
Robert Bryant - Public Works Director Date

(Signature of Billy F. Ezell) 2-26-07
Billy F. Ezell - Mayor of Seadrift Date

(Signature of Kelly Wright Bryson) 7/12/06
Kelly Wright Bryson – Owner Date

Thank you for your prompt attention to this matter.

Kelly Wright Bryson

February 26, 2007

City of Seadrift 361-785-2208(fax)

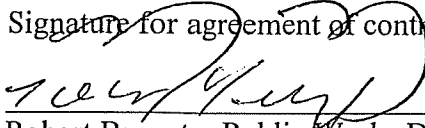
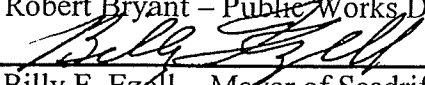
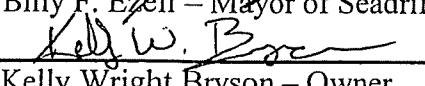
To: Billy F. Ezell – Mayor of Seadrift
Robert Bryant – Public Works Director

RE: 380' Extension needed of 2" water line

Below is the installation price for the extension of the water main per the City of Seadrift that will be paid by Mr. Kelly Wright Bryson in the agreement that the City of Seadrift agrees to refund Mr. Kelly Wright Bryson the cost of the extension of the water taps in the amount of \$164.76 per lot on Block 111 lots 1,2,3,4,5,6, 9,10 in the event of the purchase of water taps on those said lots.

Approx Total Cost = \$1318.02

Signature for agreement of contract and to proceed with above stated work.

	2-27-07
Robert Bryant – Public Works Director	Date
	2-27-07
Billy F. Ezell – Mayor of Seadrift	Date
	2-27-07
Kelly Wright Bryson – Owner	Date

Thank you for your prompt attention to this matter

Kelly Wright Bryson

24 739

CITY OF SEADRIFT
WATERWORKS ACCOUNT
P.O. BOX 159
SEADRIFT, TEXAS 77983

FIRST NATIONAL BANK IN PORT LAVACA
SEADRIFT BRANCH
P.O. DRAWER 7, PORT LAVACA, TEXAS 77979
88-2316-1131

9/26/2007

PAY TO THE
ORDER OF Kelly Wright Bryson

\$ **1,259.76

One Thousand Two Hundred Fifty-Nine and 76/100*****

DOLLARS

Kelly Wright Bryson

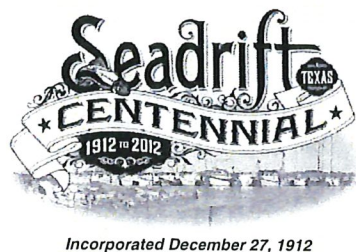
CITY OF SEADRIFT, WATERWORKS
VOID AFTER 90 DAYS

MEMO

refund on water/sewer line extension Blk 111 Lot 10

⑈026739⑈ ⑆113123152⑆ 001 008 1⑈

[Signature]
Cecilia Monney



CITY OF SEADRIFT

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



September 10, 2015

Mr. Kelly Bryson,

RE: Your letter requesting reimbursement for water sewer improvements placed by you

After review of the "contracts" that you entered into with the City for utility extensions:

- Jul 12, 2006 – 310' extension of 6" sewer main, Block 111, Lots 1,2,3,4,5,6,9 & 10
- Feb 26, 2007 – 380' extension of 2" water line, Block 111, Lots 1,2,3,4,5,6, 9 & 10

The City agreed to pay you \$1,095.00 for each sewer tap + \$164.76 for each water tap on the subject lots when the owner(s) requested and paid for such taps on subject lots. To date, there has only been one sewer and water tap paid and that was on Lot 10. The assessed amount collected for the added improvement was passed on to the Lot 10 owner at that time and then the \$1,095.00 + the \$164.76 was then sent to you as reimbursement. Since then there have been no additional sewer or water taps requested on the subject lots in Block 111. Therefore the City has not collected the additional assessments in which to pay you, as agreed.

We wish the City was in a better position to accommodate your request for full reimbursement but we are unable to do so, as requested, without first having collected the agreed upon assessments from the property owners beforehand when they pay for those additional assessments.

We have made changes to the provisions in which someone may do what you previously did, but one provision has remained unchanged: Assessments are not repaid until such time that the subject properties have paid the assessments due.

If you wish to appeal this decision to City Council, you may request that the City Council, in a regular meeting, to hear your appeal. To do so you will need to make your request in writing on or before the last Wednesday of each month that falls before the first Tuesday of the next month. Our regular meetings are held on the first Tuesday of each month at 7pm.

Regards,

Elmer DeForest, Mayor

City of Seadrift
501 S Main St
Seadrift, TX 77983

August 20, 2015

To whom it may concern:

My name is Kelly Bryson and I paid for the installation of water and sewer on Seadrift Townsite, Block 111 lots 1-6 and lot 9. I would like to petition the City of Seadrift to reimburse me for the water and sewer on the above mentioned lots so the city can now have the controlling interest over these said lots.

I have enclosed the agreement I have with the City of Seadrift and myself for the water and sewer installation and a check from one of the sales of block 111 lot 10 that the City of Seadrift reimbursed me for.

Please have someone contact me on this petition for further discussion.

Regards,



Kelly Bryson

February 26, 2007

City of Seadrift 361-785-2208(fax)

To: Billy F. Ezell – Mayor of Seadrift
Robert Bryant – Public Works Director

RE: 380' Extension needed of 2" water line

Below is the installation price for the extension of the water main per the City of Seadrift that will be paid by Mr. Kelly Wright Bryson in the agreement that the City of Seadrift agrees to refund Mr. Kelly Wright Bryson the cost of the extension of the water taps in the amount of \$164.76 per lot on Block 111 lots 1,2,3,4,5,6, 9,10 in the event of the purchase of water taps on those said lots.

Approx Total Cost = \$1318.02

Signature for agreement of contract

for the stated work.

Robert Bryant – Public Works Director

Billy F. Ezell – Mayor of Seadrift

Kelly Wright Bryson – Owner

This was paid
by
Mr. Bryson

2-27-07

Date

2-27-07

Date

2-27-07

Date

Thank you for your prompt attention to this matter

Kelly Wright Bryson

One tap installed
on Lot 10 -

July 12, 2006

City of Seadrift - 361-785-2208 (fax)

To: Billy F Ezell - Mayor of Seadrift
Robert Bryant - Public Works Director

RE: 310' Extension needed of 6" Sewer Main

Below is the installation price for the extension of the sewer main per the city of Seadrift that will be paid by Mr. Kelly Wright Bryson in the agreement that The city of Seadrift agrees to refund Mr. Kelly Wright Bryson the cost of the extension of the sewer taps in the amount of ~~\$876.00~~ per lot on Block 111 Lots 1,2,3,4,5,6,7,8,9,10 in the event of the purchase of sewer taps on those said lots.

- ✓ Extension of 310' x \$21.00 = \$6510.00
- ✓ Clean-Out, Tap, Mis = \$1250.00
- ✓ Tie into manhole = \$1000.00

Approx Total Cost = \$8760.00

Signature for agreement
work.

no Record of this
being paid -
possibly installed
himself by contractor

to proceed with above stated

Robert Bryant - P

2-27-07

Date

Billy F. Ezell - Mayor of Seadrift

2-26-07

Date

Kelly Wright Bryson - Owner

7/12/06

Date

Thank you for your prompt attention to this matter.

Kelly Wright Bryson

1.259.76 Lot 10
Reimbursed
only sewer tap is to
Lot 10

CITY OF SEADRIFT
WATERWORKS ACCOUNT
Kelly Wright Bryson

Date 9/26/2007 Type Bill Reference

Block 111 Lot 10

24739

9/26/2007
Original Amt. 1,259.76
Balance Due 1,259.76
Discount
Check Amount 1,259.76
Payment 1,259.76

City of Seadrift Water refund on water/sewer line extension Blk 111 Lot

1,259.76

ordinance from the Council. This item was table until next month, so that we could notify the businesses along the highway that use the shoulder to park on.

Items 17 thru 19 were all tabled, that being utilities and road extension to property.

Council decided that someone from the fire department should be on the Workshop Committee for County Fire Protection Needs and assist in development of a long-term plan for the County. Alderperson Skweres will take care of asking someone to be on the committee.

Alderperson Haynie made a motion to accept the resignation of Philip Stout as Building Inspector/Code Enforcer. Alderperson Chatham seconds the motion. All voted in favor. Motion carried. We have two maybe three people interested in being Building Inspector, Jamie Morgan and Bruce Bundy for them to fill out an application and turn them into the Mayor. Alderperson Gill made a motion for the Mayor to interview them and decided who is best for the job. Alderperson Haynie seconds the motion. All voted in favor. Motion carried. Council also discussed some of the duties would be knowledge of building/construction, customer friendly, know what's going on in the community, Council wants to inspection reports and permits and they must attend Council Meetings to give up-dates.

Alderperson Gill made a motion to take item 7 off the building permit, that being about RV's. Alderperson Chatham seconds the motion. All voted in favor. Motion carried. To assess the valuation of a metal building we are to multiply the square footage by \$35, if the building has living quarters then it will be the square footage of the living quarters by \$60. For all homes it will be the square footage multiplied by \$75. Alderperson Haynie made a motion to set the wages for the Building Inspector at 60% of the permits and the city would get 40%. Alderperson Skweres seconds the motion. All voted in favor. Motion carried.

Council decided on Block 111 lot 7 that for the utilities that if Mr. Bryson will have to pay for them to be put in and the cost will be passed on to the other property owners and returned back to him. On his culverts he needs to get with Robert or Alderperson Haynie. On the road extension it will cost him his part of the 40% of the road.

Item 24 was tabled until next month, that being expanding the RO System.

Alderperson Haynie said that he had spoke to Johnny Mikolas and he would like to be on the Council for one year. Mayor Ezell said that he would like to appoint Johnny Mikolas to be on Council for the term that is open until the next election.

Alderperson Chatham asks Mayor Ezell to go back to item 14 and not table it, that being on the water and sewer lines on Pine and Dallas to Pine and Washington. This matter was discussed with Robbie Gregory a while back and he agreed to put the water and sewer lines in at his cost. Alderperson Chatham asks the attorney if he was still responsible for putting the lines in since the property sold. Lauren Paul, Attorney said

City Council met in a regular meeting on Tuesday, February 8, 2000 at 7:00 p.m. at the City Hall. Mayor Daniel called the meeting to order. Attorney John Griffin was in attendance. Alderperson Chatham gave the invocation. After a moment of reading the minutes Alderperson Pack made a motion to accept the minutes as read. Alderperson Ezell seconds the motion. All voted in favor. Motion carried.

Due to a typo error public forum was not added to the agenda. Mayor Daniel added public forum to the agenda at this time. Robbie Gregory was here to address Council on some property that had been purchased and what it would take to get utilities to the property. Mr. Gregory said that they had plans to open a Captain Quarters Motel and Suites.

Also during public forum Mr. Marshall Hefley ask if any changes on the water and sewer lines had been changed.

Michael Cady wanted to know if the City could open the part of Oakland that comes in front of his home. Eufaula Cormier said that it would be about 400 foot. Mayor Daniel said he would have to look at the situation and get back with him.

Jerry Shepard with G&W was here to address Council on the on-going grants. The TCDP grant #719749 for new water well we are waiting for the release of funds authorization. When we receive this then we can go forward with some of the work. The STEP grants we are in the design stage with the lift station on Dallas and Orange. This lift station should help with the back up problems on Dallas Street. Also the purchase of a level has been approved. The FMHA grant the job had its pre final and final inspection and all the paper work was submitted about two weeks ago.

Mayor Daniel then skipped to item 13 that being Executive Session. Council entered into Executive Session later to return to open meeting.

No action taken during Executive Session.

Mayor Daniel then went back to agenda item 4 that being the sealed bids on the 1989 Chevy Caprice. Only one bid had been received. Mayor Daniel opened the bid; Sam Hurta had bid \$111.11 on the car. Alderperson Pack made a motion to accept the bid from Sam Hurta for \$111.11. Alderperson Amason seconds the motion. All voted in favor. Motion carried.

Mayor Daniel addressed Council on the dog problem within the City limits. He stated that we have had a lot of complaints on the amount of dogs that some people have in their yards and the barking and the odors. Also that we had received several copies of ordinances from other cities. Mayor Daniel said that we would have to look over the other ordinances and table this item till the next meeting and set a limit on the amount of dogs you can have. No action taken.

Mr. Gregory asks if Austin Street from 6th through to Highway 185 could be opened. Alderperson Chatham made a motion to open the street subject to the buying of the property and the availability of utilities. Alderperson Tyson seconds the motion. All voted in favor. Motion carried.

Alderperson Chatham made a motion to place a 4-way stop sign at the corner of 7th and Broadway and to place Watch for Children signs from 7th to 9th streets. Alderperson Amason seconds the motion. All voted in favor. Motion carried.

Alderperson Amason made a motion to advertise for bids on the City's Depository Agreement. Alderperson Chatham seconds the motion. All voted in favor. Motion carried.

Alderperson Pack made a motion to pass the resolution setting the date for the City Officers Election and the appointment of an Election Judge and Alternate Judge and setting the pay for the Election Officials. Alderperson Amason seconds the motion. All voted in favor. Motion carried.

Alderperson Chatham made a motion to appoint Mary Alice Romero as Alternate Judge for early voting. Alderperson Ezell seconds the motion. All voted in favor. Motion carried.

Public Works Director, Eufaula Cormier was here to address Council on the pipe credit. Ms. Cormier had presented Council with amendments to the water and sewer taps in undeveloped areas and asks that Council make a motion to amend the water and sewer ordinances. Alderperson Chatham made a motion to accept the amendments that had been presented to Council. Alderperson Amason seconds the motion. All voted in favor. Motion carried. Attached to minutes is a copy of the amendments.

Alderperson Ezell made a motion to advertise for bids on the Case Tractor after checking with the County to find out if it would be okay to get rid of the tractor. Alderperson Chatham seconds the motion. All voted in favor. Motion carried.

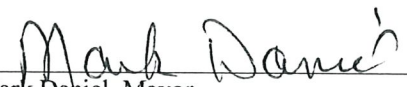
Correspondence was read.

Alderperson Pack made a motion to pay bills, with the exception of the HotShot service and to make payments to the County for the roadwork. Alderperson Chatham seconds the motion. All voted in favor. Motion carried.

Alderperson Pack made a motion to adjourn the meeting. Alderperson Chatham seconds the motion. All voted in favor. Motion carried.

Meeting adjourned.


Paula Moncrief
City Secretary


Mark Daniel, Mayor
Approved: 3-6-00

AGENDA ITEM #11
THAT BEING TO REVISE THE PIPE CREDIT ON THE WATER AND SEWER ORDINANCE.

AMENDMENT TO SEWER AND WATER TAPS IN UNDEVELOPED AREAS:

1. SEWER AND WATER TAPS WILL BE PRICED ACCORDINGLY TO TOTAL COST OF MATERIALS AND CONSTRUCTION. THAT BEING AMOUNT OF TOTAL COST WILL BE DIVIDED BY TOTAL NUMBER OF LOTS ON BLOCK OR BLOCKS.
2. DEVELOPER WILL BE REFUNDED AS EACH LOT IS DEVELOPED ALONG WITH NORMAL DEDUCTIONS ON WATER BILL.
3. IF DEVELOPER SELLS PROPERTY, CONTRACT IS VOIDED.
4. EACH SEWER AND WATER TAP WILL BE HIGHER THAN AVERAGE ON NEWLY CONSTRUCTED MAINS.

QUESTION: PERSONS BUYING MORE THAN 1 LOT AND ONLY REQUIRING 1 TAP WILL PRICE BE THE SAME???

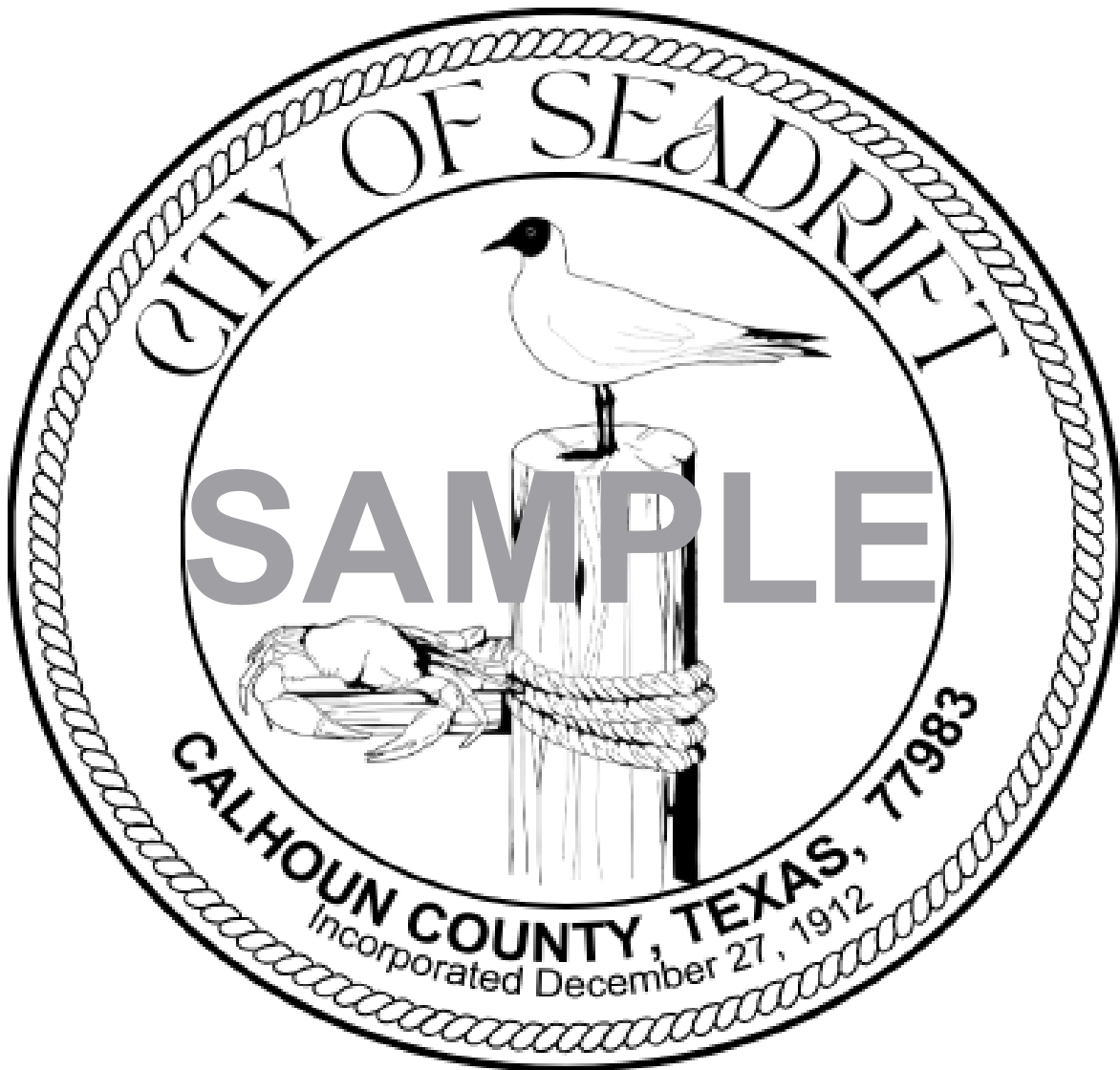
EXAMPLE: COST=\$5000.00

LOTS=10

PRICE PER LOT=\$500.00 + \$350.00 = \$850.00 PER TAP FOR THIS AREA.

16. Official City Logo:

Discuss, Consider, Take any action to approve an official City logo.



17. Executive Session.

At any time, during the Regular Meeting, the City Council may adjourn into an Executive Session, as needed, on any item listed, including the items listed here and which the Texas Government Code section 551 authorizes Executive Sessions to be held: Sections 551.071 (Attorney Consultation), 551.072 (Real Property), 551.073 (Gifts & Donations), 551.074 (Personnel), 551.076 (Security) and 551.087 (Economic Development).

18. 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.