

CITY COUNCIL MEETING REGULAR SESSION

Wednesday, November 15, 2023 at 6:00 PM

City Hall, 102 W. Ashley Wilson Rd, Sweeny, Texas

MINUTES

BE IT KNOWN that the City Council of the City of Sweeny will meet in **Regular Session** on **Wednesday, November 15, 2023 at 6:00 PM.** at City Hall, 102 W. Ashley Wilson Rd, Sweeny, Texas with the following agenda.

CALL TO ORDER/ROLL CALL

Mayor Hopkins called the meeting to order at 6PM.

Reese Cook, Brian Brooks, and Tim Pettigrew were in attendance. Mark Morgan Jr. and John Rambo were absent.

PLEDGES & INVOCATION

The pledges were led by Tim Pettigrew and the invocation was given by Attorney Stevenson.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

No citizen comments.

CONSENT AGENDA

1. Minutes of the Regular Session; October 24, 2023

Reese Cook moved to approve as presented. Tim Pettigrew seconded. All in favor. Motion carried.

REGULAR AGENDA

2. Discussion and possible action on contractual agreement with Brazoria County; Tax Assessor Collector

City Manager, Lindsay Koskiniemi, stated the City has found a solution to allow the Brazoria County Tax Assessor Collectors office to remain in Sweeny and praised Chief Caudle for his participation. She stated this location would be at the Sweeny Police Department at no cost. Reese Cook voiced concerns on not assessing a rental fee in order to cover operating costs. City Manager stated this would not add any additional cost imposition to the City. They will, at their own cost, have to have an internet drop per the State to complete registrations and their own firewall. The City is offering the space rent free as it was not in the adopted budget and they were seeking other competitive offers to relocate elsewhere. Cook stated he would like to see a rental fee assessed. Brooks asked about the insurance per the contractual agreement provided. Attorney Stevenson stated the City already holds insurance on this building, no additional insurance would be required. The Brazoria County Tax Assessor Collectors office completes property taxes, vehicle registration, and title transfers. Chief Caudle feels that the collaboration with Brazoria County will additionally enhance their partnership with the Police Department.

Tim Pettigrew motioned to accept the contractual agreement with Brazoria County Tax Assessor Collector for the property located at 123 N Oak St., Sweeny, Tx. Brian Brooks seconded. Brian Brooks and Tim Pettigrew approved. Reese Cook opposed. Motion carried.

3. Discussion and possible action on Limited Tax Note, Series 2023.

City Manager stated that the City originally took out a note for 2.5 million dollars in anticipation that the TxDot Sidewalk grant was awarded. The City was not awarded but an appeal has been filed in which we are still awaiting a response. The limited tax note was considered a short term loan for the amount of five years. Wade Thompson of Government Capital was in attendance to give Council the options now available for the note. The options are to pay the note back now, use the funds for water infrastructure, or close out the note and lock into a longer debt schedule. City

Manager stated we would be able to use the existing funds to support a water coloration project as eighty percent of the city's water lines are metal and need replacing. We could refinance the loan for a longer period in order to support the project. She stated she is planning to apply for a grant to the Texas Water Development Board in March for additional funding. Mr. Thompson stated a note is financed at seven years or less. Longer than 7 years would mean it would be a Certificate of Obligation or CO. If we decided to go with a CO, we would have to post in the newspaper for two weeks with an intent for usage and wait an additional sixty days before Council could approve. The current note is at 4.65%. Rates are increasing and now they are at the low to mid 5% range. The original note usage was stated for sidewalk and water infrastructure, meaning, we would be able to utilize the note for water improvement projects. Mayor Hopkins asked about the payment schedule following a twice annually payment. Reese Cook stated he feels we should give back, as we don't have a full grasp on what rectifying the water issue will cost. We also still have the CO 19 with the same provisions we are still paying back over forty years. City Manager stated she is not comfortable taking on more debt. She also stated that the City has been conditionally awarded 1.6 million dollars for a water project down 6th Street, Cedar, Magnolia, MLK, 3rd, 4th, and 5th Street. She is also applying for an additional two hundred thousand dollar grant to complete a water project on the west side of town. We have also been awarded one hundred and fifty thousand dollars for a sewer improvement project by the General Land Office (GLO). Cook fees we need to get projects together and establish a capital improvements plan. City Manager stated that the funds from the note are within the TxPool account and we are making interest in order to cover payments. *Reese Cook suggested moving agenda item #3 after agenda item #4 to hear more information on the proposal for the water coloration solutions. Cook stated so moved after Mayor Hopkins repeated the previous statement. Tim Pettigrew seconded. All in favor. Motion carried.*

4. Discussion and possible action on proposal received by Water of Texas, Michael Claybourn Sr. Michael Claybourn along with engineer Nathaniel Lail of Water Engineers presented the City Manager with a possible pilot program in order to test our water system for further analysis. Mr. Lail would act as the liaison between Claybourn, the City, and TCEQ. They are presenting a mock version or pilot unit/plant of a smaller scaled system with an iron and manganese filter. Mr. Claybourn was in attendance to explain and answer Council's questions. The pilot must have approval and processing from TCEQ, which can take twelve to eighteen months. The pilot unit/plant (required by TCEQ per Claybourn) would give answers to the unknown of before and after results. This would include a thirty day (seven days a week) testing period, at minimum per TCEQ. Claybourn stated he could get Council timeframes of a completion for installing the pilot plant, a quote, process and timeline. He feels the pilot plan would be approximately ten to twenty thousand dollars. Our City employees would be responsible to complete the testing. Cook asked if the pilot plant would build any equity towards a full plant, if pilot shows to be an effective solution. Or, is this just considered a thirty thousand dollar test run? Claybourn stated this would be producing data and if successful, we would have to pay for a unit at a grander scale. The pilot is to be designed for iron and manganese coloration removal. Brian Brooks questioned the city's metal piping being a bigger issue. We need to replace and upsize lines, but the wells have a high concentration of manganese stated the City Manager. Bill Hayes, visitor in the audience, stated this was discussed when he was on Council previously to install a manganese filter, but it did not pass due to costs. Brooks stated we had the softener previously and haven't set it back up to see if that was the problem. Neglected softeners and not completing procedures the right way were not corrected and now we are trying something new. The costs for refurbishing an outdated unit would be expensive expressed Claybourn and City Manager. City Manager is pushing for grants to change out piping over the next five plus years. She feels the brown water will not stop unless we solve both sides of this equation; water filters at the well and replace piping. Mayor stated that if we were to replace all lines into plastic, in a perfect world, all sediment will still show from the water due to iron and manganese naturally occurring. The chlorine with water is oxidizing making it brown. Mayor stated Council

needs to make a decision. Terrence "Tex" Bell, Director of Public Works, stated he felt it's a good decision to start at the top with this pilot unit. Cook stated that Councilman Rambo was big on the softener portion and he is not in attendance tonight. He would like his input. He stated that twenty five to thirty thousand dollars is a relatively small investment in comparison to a potential twenty million dollar project. He thinks installing the suggested will substantially drop the iron and manganese levels tremendously. However, he feels we need all five Council members present to make a decision along with an estimated cost. Mayor stated that with the 2.5 million dollars for new water lines at approximately \$300 a foot, we would only be able to replace less than two miles of water lines. That is on top of a projected timeframe of six months before we would even be able to break ground for replacement, as we have to follow the competitive bid process. Council requested to receive a quote by the next meeting for the pilot plant/unit. Cook asked if these discussions have been shared with Strand (City's engineer)? William hasn't shared negative feedback stated Koskiniemi. Cook specifically asked regarding the pilot? She stated she does not have enough detail yet. Cook wants Williams' (City's engineer) feedback and quote at the next meeting. City Manager stated she is excited about this and the forward thinking path.

Council moved back to Agenda Item #3.

Reese Cook moved to pay back, in full, the limited tax note series 2023, pending the appeal not being successful (with TxDot).

Discussion: Attorney Stevenson asked if the TxDot appeal is still in progress? City Manager stated that as of now no correspondence has been received back from the appeal. Stevenson stated that if the appeal were successful and we were awarded, the City would need to have the funds available. It would be beneficial to have the motion to include pending the appeal not being successful. So *moved stated Cook. Pettigrew seconded.*

All in favor. Motion carried.

5. Discussion and possible action on the Emergency Stand-By Generator RFP (RFP 2023-07-01) to award contract to lowest, responsible bidder.

This grant stems back from two city managers ago. This a 75/25% split for an emergency generator to be placed at the Community Center; the EOC. The City has followed TDEM's process of bidding to include a rebid and extension deadline due to the amount of RFP's received. We have received two proposals that are vastly different. The City's 25% match would be paid for out of the Disaster Contingency Fund; Disaster Contingency is sitting in the TxPool account. Our match is \$19,455.00. Cook asked about the proposal from Coastal. He thought they only installed Kohler generators and all other city generators are Generacs. He is concerned about maintenance issues. He asked about the generator at the EDC/Chamber building- is it large enough to be repurposed? City Manager stated possibly for a lift station, but it is not big enough for the Community Center.

Reese Cook moved to approve the bid from Coastal Power Products in the amount of \$77,820.00 and the city obligated 25% share of \$19,455.00 to be paid from the Disaster Contingency Fund held in TxPool. Tim Pettigrew seconded.

Discussion: Brian Brooks asked why wouldn't we rent a generator on wheels for disasters when needed? Mayor Hopkins stated to rent, they are about \$3,300.00 a day. Bill Hayes stated during Harvey they had issues finding one.

All approved. Motion carried.

6. Discussion and possible action on the Appointment of (1) Applicant to the Sweeny Economic Development Corporation's Board

Michelle Medina, Executive Director of SEDC, stated that the EDC received two applications, but there is only one board position available. The EDC decided not to recommend an applicant. The two applications received were for Katie Goff and Neal Bess Jr. Bill Hayes, SEDC Board Member,

stated EDC could make a recommendation but Council makes the final decision. Why make a recommendation, as we don't always agree? Hayes continued, there is one applicant in attendance tonight and one that is not. One has come to the EDC meetings, the other has not, the one that has come is showing interest. Cook asked Goff (applicant in attendance)- What interests you about EDC and have you been involved with EDC prior to this? Goff stated that she has a child about to graduate. The City lacks things for the young to do and wonders if it is growing enough for her child to stay here. She feels it is stagnant. She is very involved in volunteering at the Brazoria County Fair Association and wants to that put back into Sweeny. Should she have been doing this prior? Absolutely, she went to school here and it has not grown much since. She wants to see three steps forward and only one step back. Cook asked how busy Goff is? He stated that many people get on these boards not understanding their obligation of information and involvement it will entail in addition to Council meetings. Goff stated in the past, she never gives half percent and she is dependable and shows up. She is involved with her child and substitutes at the school. Her family plans to give back to the community for Thanksgiving. City Manager congratulated Goff on her award for Volunteer of the Year with the BCFA and recommended Goff as the applicant for the SEDC position.

Brian Brooks made the motion to give the open spot to Mrs. Goff for the EDC board of directors.

Tim Pettigrew seconded.

Discussion: Cook asked if all the chairs are filled on the SEDC board- yes.

All in favor. Motion carried.

7. Discussion and possible action to create a mixed use zone within the City's Zoning Ordinance; Section 110

City Secretary stated the SEDC approached the City on rezoning Industrial Park, making it less restrictive to accommodate additional allowable types of businesses within. In preparation to the rezone, in order to accommodate the properties, we feel a mixed use zone would be beneficial. We will be having two businesses occupying a portion of the property in the near future that do not necessarily fit solely within the light industrial zone. Currently, Industrial Park is zoned light industrial which does not include office space and/or retail sales. We do not believe it would be sufficient to have multiple different zoning classifications on adjoining properties. Therefore, staff is proposing a mixed use zone to incorporate the light industry, commercial, and business zones. This would allow for additional types of permitted uses within. The mixed use zone would encompass the following allowable permitted uses: manufacturing, warehouses, retail sales, recreational type facilities/centers, motels, and office buildings/professional offices. The City does not currently have a mixed use zone within the zoning ordinance. Staff is requesting feedback from Council as to if Council wants staff to proceed with drafting a mixed use zone amendment. The complete process would be lengthy and would entail Council's participation in joint meetings with the Planning and Zoning Board of Commissioners. Council asked about Residential opportunities at the Industrial Park. SEDC can only do low income housing stated Medina. Mayor Hopkins stated that we need to determine what the City wants, as this is the only vacant land left in Sweeny, approximately forty acres. Council discussed that Phillips 66, located at the Industrial Park does not bring in sales tax. Mayor recommended having markers in place on the requirement of sales tax generation. Council discussed the mixed zoning ordinance to include pros and cons. Cook asked EDC if they have missed out on any business applications due to current zoning restrictions? Medina stated yes. They have been approached by a home health agency for office space, the SGSA for ballfields and concession stands, and Orielly's. All previously approached EDC, but they couldn't accommodate as the property is listed as light industry. City Manager stated that a mixed use zoned district is a smart way to attract businesses and rezoning is a huge deterrent. EDC recommends the mixed use zone.

Brian Brooks made the motion to allow staff to move forward in drafting a mixed use zone within the City's zoning ordinance. Tim Pettigrew seconded. All in favor. Motion carried.

8. Discussion and possible action on an amendment to City Ordinance Chapter 95: Animals
City Manager stated that at the last meeting, we had a resident requesting city wide help with feral cats. Many state requirements are making this more difficult to develop a feline program. She feels enacting an ordinance to require animals to be collared with tags will help to determine feral from domesticated/owned felines. Relocating cannot be done unless the city were to spay or neuter them prior to release per state requirements, which is expensive. She stated they are trying to leverage thru volunteer groups and plans to have a program in place by January. The City is not currently trapping cats. We do not have funds in place for spaying or neutering. Mayor stated protocol requires we would need to identify the animals. To adopt the ordinance and make a public service announcement in order to start picking up feral cats for euthanization. Cook stated we need to have procedures in place for our humane officer to prevent bites, scratches, etc. Operating procedures to include safety upon trapping cats. The City cannot start trapping stated the City Manager until we have procedures in place on what we will do with them on housing.

Reese Cook moved to approve as presented ordinance 23-110. Tim Pettigrew seconded. All in favor. Motion carried.

9. Discussion and possible action on nominations for the Brazoria County Appraisal Districts Board of Directors and adoption of Resolution naming nominated.

The City has received the ballot to elect members to the Brazoria County Appraisal District Board by December 15th. The City of Sweeny has seven votes total in which can be given all to one nominee or split. It is a five member board. Attorney Stevenson stated the City Of Brazoria voted for Karla Clark. Council asked for City Manager to get more information on each nominee from the County and to get with Glenn Saylor for input as he used to be on the board.

Reese Cook moved to table this item till the December regular session. Tim Pettigrew seconded. All in favor. Motion carried.

10. Discussion and possible action on adopting the 2024 Holiday Schedule

City Manager stated this is presented to Council annually and must be adopted for the 2024 calendar year. The only change is adding Juneteenth, a federal holiday, in which we currently do not receive. It costs the city approximately \$4,300.00 a day to pay employees.

Reese Cook moved to approve as presented. Brian Brooks seconded.

Discussion: Tim Pettigrew stated he feels that you don't need vacation days when you have sixteen holidays. Other cities worked holidays. City staff is proposing fourteen holidays. Cook stated he feels staff puts in more than 40 hours in a week. Discussion ensued regarding holidays falling during the week and policies.

Reese Cook and Brian Brooks approved. Tim Pettigrew opposed. Motion carries.

11. Discussion and Possible action to the General and Special Election; May 2024

City Manager stated that the election process internally will begin shortly. If there is anything Council wishes to place on the Special Election ballot for the May Election, that needs to be discussed and produced quickly. Cook asked if that would apply to bonds or CO's? He feels if we are going to take that out, we need to put that before the voters for special election. Attorney Stevenson stated that would be difficult to get done by January for May's special election. Council would have to secure all information and pass ballot language by City Ordinance at the January meeting. An additional option would be to hold a special election in November, but the City would be responsible for the entire cost of the full election. The May Election is at a shared cost as other entities are participating in the election at the same time, reducing the costs. Election costs may be eligible for coverage within the CO, but we would have to confirm with the lender. Staff would need to speak to Government Capital to see if the information could be generated that quickly in anticipation of the deadline for the May Election.

No action; discussion only.

ITEMS OF COMMUNITY INTEREST

- Bill Hayes stated the Thanksgiving Feast is 11A to 3P. Last year they served 2,500 plates. He also wanted to personally thank the Chief of Police and his Officer Emilio. He called the County dispatch for help locating his daughters service dog. The dog ended up by the Church of Christ. The officer found the dog and helped him load him into the vehicle. Hayes offered his heartfelt thank you to the officer.
- Audience members stated the FFA Fundraiser is this Saturday.
- City Manager stated the City's Christmas Party is Friday, December the 8th. RSVP's and entrée selections are needed.
- Tim Pettigrew stated his tumor has shrunk fifty percent and spots have disappeared. His immunotherapy is working.
- Chief Caudle stated Blue Santa applications are out.
- Mayor gave appreciation to the Director of Public Works as things are looking good.

ADJOURN REGULAR SESSION

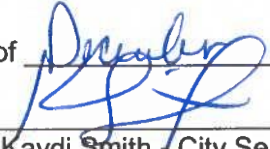
Mayor Hopkins adjourned the Regular Session of the City Council at 8:02PM.

Staff present:

City Manager, Lindsay Koskiniemi
Police Chief, Brad Caudle
Director of Public Works, Terrance Bell
Finance Director / Personnel Services, Karla Wilson
City Secretary/ Developmental Services, Kaydi Smith

City affiliates present:

City Attorney, RC Stevenson
EDC Executive Director, Michelle Medina

Passed and approved this 13 day of December, 2023.


Kaydi Smith, City Secretary

Exhibit 1

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

LEASE AGREEMENT

This Lease Agreement is entered into by and between the City of Sweeny, Texas, a political subdivision of the State of Texas acting by and through its City Council, hereinafter referred to as “Lessor,” and Brazoria County, Texas, a political subdivision of the State of Texas acting by and through its Commissioners Court, hereinafter referred to as “Lessee.”

I.

LEASED PREMISES

1.01 In consideration of the mutual covenants and promises of this Lease Agreement, Lessor hereby demises and leases to Lessee, and Lessee hereby accepts for the term of this Lease Agreement office space of approximately 203.4 square feet and common areas in the Sweeny Policy Department building located to 123 North Oak Street, Sweeny, Texas 77480, as depicted and described in Exhibit “1,” which is attached hereto and incorporated herein for all purposes (the “Leased Premises”). Lessee shall use the Leased Premises for the purpose of providing county tax office services to residents of Brazoria County, Texas.

II.

TERM

2.01 The term of this Lease Agreement shall be for a period of one (1) year, commencing on the 1st day of December, 2023 (the “Lease Term”). The Lease Term shall be automatically renewed for successive one (1) year terms, upon the same terms and conditions stated herein, unless either party hereto provides written notice of termination to the other party at least thirty (30) days prior to the expiration of the then current Lease Term.

III.

RENT

3.01 As rent for the use of the Leased Premises, Lessee agrees to perform tax assessment and collection services for Lessor as specified in the “Contract for Tax Collections,” as described in Exhibit “2,” which is attached hereto and incorporated herein for all purposes.

IV.
REPAIRS, MAINTENANCE, AND MODIFICATIONS

4.01 Lessor shall be responsible for the repair, routine maintenance, cleaning, and upkeep of the Leased Premises.

4.02 Lessee shall not have the right to make any improvements upon or modifications to the Leased Premises without prior written approval of Lessor, and any such improvements or modifications shall remain thereon, unless approved in writing by Lessor.

V.
TAXES AND UTILITIES

5.01 Lessor shall be responsible for the payment of all taxes on the Leased Premises.

5.02 Lessor shall be responsible for the payment of all utilities on the Leased Premises necessary for Lessee's use of the Leased Premises, including, but not limited to, electricity, gas, water, telephone, and internet.

VI.
INSURANCE

6.01 At all times during the Lease Term, Lessor shall secure and maintain property insurance in an amount equal to the full insurable value of Lessor's property in or on the Leased Premises.

6.02 At all times during the Lease Term, Lessor shall secure and maintain comprehensive general liability insurance equaling or exceeding limits of liability of \$500,000.00 per occurrence for bodily injury and \$500,000.00 general aggregate for bodily injury and property damage. Said policy(ies) shall name "Brazoria County, Texas" and its officers and employees as additional insureds and shall insure any liability against Brazoria County and its officers and employees arising from or related to their use, occupancy, or maintenance of the Leased Premises.

VII.
NOTICES AND COMMUNICATIONS

7.01 All notices, requests, and other communications required or authorized under this Lease Agreement shall be in writing and shall be hand delivered, dated, and acknowledged by the receiving party, or sent by certified mail, return receipt requested. All notices, requests, and communications shall be addressed as follows:

To Lessor: Lindsay Koskiniemi
City Manager
City of Sweeny, Texas
102 W. Ashley Wilson Road
Sweeny, Texas 77480

To Lessee: Kristin R. Bulanek
Brazoria County Tax Assessor Collector
451 North Velasco
Angleton, Texas 77515

VIII.
MISCELLANEOUS PROVISIONS

8.01 Lessee shall not assign this Lease Agreement nor sublet the Leased Premises or any interest therein without first obtaining the written consent of Lessor.

8.02 This Lease Agreement may only be amended, modified, or supplemented by written agreement signed by both parties.

8.03 This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8.04 This Lease Agreement and all promises contained in it supersede any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Lease Agreement. It contains all the covenants and agreements between the parties relating in any way to the creation and use of the leasehold estate and the relationship of the parties as landlord and tenant. Each party to this Lease Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth in this Lease Agreement, and that no agreement, statement, or promise not contained in this Lease Agreement shall be valid or binding.

8.05 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Lease Agreement, and this Lease Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been included in the Lease Agreement.

8.06 The Lease Agreement shall be interpreted, construed, and governed according to the laws of the State of Texas.

8.07 Lessor and Lessee agree that if it becomes necessary for any party to file any action in connection with this Lease Agreement, including, but not limited to, the enforcement of a breach of this Agreement, the proper venue for such action shall be in the District Courts of

Brazoria County, Texas.

LESSOR:

CITY OF SWEENY, TEXAS

Lindsay Koskiniemi
City Manager
City of Sweeny, Texas

Date: _____

LESSEE:

BRAZORIA COUNTY, TEXAS

L.M. "Matt" Sebesta, Jr.
County Judge
Brazoria County, Texas

Date: _____

EXHIBIT

2

**TAX COLLECTIONS
CITY OF SWEENY**

This agreement is to commemorate certain provisions by which the Tax Assessor-Collector of the County of Brazoria will assess and collect city taxes rendered for and on behalf of the City of Sweeny ("City") upon the City's invocation of Section 6.22 (c) of the Property Tax Code of the State of Texas.

I.

It is acknowledged that an initial, one-time charge of One Dollar (\$1.00) per item of delinquent accounts is a reasonable fee, not in excess of the actual costs incurred, for the City to pay for the entry of all existing delinquent city-tax accounts into the computer system of the County Tax Assessor-Collector, and as such it will be paid upon the initiation of the transfer of records from the offices of the City to the office of the County Tax Assessor-Collector.

II.

It is acknowledged and agreed that an annual charge of fifty Cents (\$0.50) per item of current taxpayer accounts is a reasonable fee, not in excess of the actual costs incurred, for the City to pay for assessing and collecting its taxes each year, and as such it will be paid upon receipt of the invoice to be generated December 31 of each year. Said annual charge may not exceed the actual costs incurred, as provided by Property Tax Code 6.27(b), and therefore will be lowered or raised to the extent actual costs may drop below or rise above (\$0.50) per item.

III.

It is anticipated that the Tax Assessor-Collector of Brazoria County will be named as the tax assessor-collector for the City of Sweeny by official action of the City Council in the manner required by law, to be effective no later than September 30, 1993, and that City and County personnel will have the necessary records transferred and on line in time for the County Tax Assessor-Collector to commence to assess and collect the city taxes for the City of Sweeny no later than October 1, 1993. It is acknowledged and agreed that the County Tax Assessor-Collector will bill the City on December 31 of each year, including 1993, for the annual charge for assessing and collecting its city taxes, and the City will pay the charge within three (3) of its working days after receipt of the invoice for same.

IV.

In all matters pertaining to assessment and collection of taxes for the City of Sweeny, the County Tax Assessor-Collector shall perform the duties of tax assessment and collection for the City, but the County Tax Assessor-Collector shall not be considered an officer or employee of the City of Sweeny. Each year, by July 1 or as soon thereafter as possible, in coordination with the office of the Brazoria County Appraisal District, the County Tax Assessor-Collector shall submit to the City the appraisal roll for the City showing the total appraised, assessed and taxable values and shall certify to the City an estimate of the collection rate for the current year and any additional matters required by law to be submitted or certified by an assessor or collector. The County Tax Assessor-Collector shall be responsible for timely and accurate calculation of the effective tax rate and rollback tax rate for the coming year and for entering into agreements for the payment of delinquent taxes by installment as provided at Property Tax Code 33.02.

V.

The County Tax Assessor-Collector will send out all customary notices and billings concerning taxes owed to the City of Sweeny, and will collect and process through the County Tax Assessor-Collector's bank account all income received therefrom, in the general manner and at the same times in which the County Tax Assessor-Collector assesses and collects taxes for Brazoria County and other taxing entities.

VI.

The County Tax Assessor-Collector will remit promptly to the City all tax proceeds collected for the City, "promptly" meaning disbursements will be made no less than twice weekly during heavy payment periods and no less than once weekly during slack periods. Actual funds collected by the County Tax Assessor-Collector shall be remitted to the City within three (3) business days of receipt during heavy payment periods and within five (5) business days during slack periods. All disbursement checks from the County Tax Assessor-Collector to the City will show a breakdown of the disbursement on the stub. Wire transfer of disbursements will be provided upon request, subject to the City bearing any wire-transfer fee required by the agreement then in effect between Brazoria County and its County Depository.

VII.

The County Tax Assessor-Collector will provide the City with a deposit distribution report detailing collection levy, principal and interest, and all costs by year, with each disbursement. In addition, monthly reports will be provided to the City detailing collections, refunds, costs and changes made to levy, and showing receivables by year.

VIII.

The County Tax Assessor-Collector will provide the City with annual reports, prepared by independent certified public accountants, on both the design of the system and compliance tests that are directed to specific objectives of internal accounting control. For the purpose of these reports, the "system" is the internal control structure policies and procedures of the Brazoria County Tax Office, which includes the control environment, the accounting system, and the control procedures. These reports shall be in accordance with Statement of Auditing Standards No. 44, "Special-Purpose Reports on Internal Accounting Control at Service Organizations," as issued by the American Institute of Certified Public Accountants.

IX.

It is acknowledged and agreed that the City has and retains the exclusive authority to determine who represents the City to enforce the collection of delinquent taxes, as provided at Property Tax Code 6.30(b). The County Tax Assessor-Collector shall cooperate with delinquent tax collection attorney(s) so designated, and shall have the authority to pay said attorney(s) the fees or commissions agreed upon between the City and the attorney(s) out of the proceeds received from collection of delinquent tax accounts worked by the attorney(s). The County Tax Assessor-Collector shall have sole authority to enter into agreements for the payment of delinquent taxes by installment as provided at Property Tax Code 33.02.

X.

At its own cost, the City may require the County Tax Assessor-Collector to give separate bond conditioned on the faithful performance of his duties on behalf of the City; such bond to be made payable to, approved by and paid for by the City Council of the City of Sweeny. The City Council may prescribe additional requirements for the bond. The City shall pay the premium for the bond from its general fund.

XI.

This agreement is intended to be in furtherance of and subject to the provisions of Chapter 6 of the Property Tax Code of the State of Texas, the Tax Code generally, and all other Statutory or regulatory authority governing the activities and relationship of the County Tax Assessor-Collector and the City of Sweeny, and if there be any conflict the rule of law shall prevail over any contrary provision expressed herein.

This agreement shall be effective October 1, 1993, and shall remain in full force and effect through September 30, 1994, and shall automatically renew annually thereafter. Either party may terminate the agreement by giving six (6) months notice. The City of Sweeny and the County Tax Assessor-Collector respectfully request the Commissioners Court of Brazoria County to approve this agreement respecting the assessment and collection of city taxes for the City of Sweeny.

CITY OF SWEENEY
CITY COUNCIL

Eva Mae Keller
Eva Mae Keller, City Administrator
City of Sweeny

BY: Larry Piper
Larry Piper, Mayor
City of Sweeny

Ray M. Cornett
Ray M. Cornett, CTAV, RPA
Tax Assessor-Collector
Brazoria County, Texas

APPROVED BY ACTION OF COMMISSIONERS COURT this 13 day
of September, 1993.

James W. Phillips
James W. Phillips, County Judge
Brazoria County, Texas