



## CITY COUNCIL MEETING REGULAR SESSION

Tuesday, September 19, 2023 at 6:00 PM

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

### AGENDA

BE IT KNOWN that the City Council of the City of Sweeny will meet in **Regular Session** on **Tuesday, September 19, 2023 at 6:00 PM.** at City Hall, 102 W. Ashley Wilson Rd, Sweeny, Texas with the following agenda. Council is conducted under modified Roberts Rules of Order as approved by Resolution 102-16; July 19, 2016. In accordance with Chapter §551 of the Texas Government Code, if required, the Council may conduct an executive session on any of the agenda items provided the City Attorney is present.

---

#### CALL TO ORDER/ROLL CALL

#### PLEDGES & INVOCATION

#### CITIZENS WISHING TO ADDRESS CITY COUNCIL

*This item is available for those citizens wishing to address City Council on an issue not on the agenda. Any item discussed cannot be voted on but could be considered for placement on the agenda of the next regularly scheduled meeting. Limited to three (3) minutes.*

#### CONSENT AGENDA

*All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless requested by the Mayor or a Council Member; in which event, the items will be removed from the consent agenda and considered separately.*

1. Minutes: Special Session, September 5, 2023

#### REGULAR AGENDA

2. Film Friendly Certification
3. Discussion/ Possible action on allowance of the annual SISD bonfire; Daniel Fuller, SISD Superintendent
4. Discussion/ Possible action on Waste Connections contractual CPI increase
5. Discussion/ Possible action to possible replat for proposal of subdivision at 908 E 2nd Street; Doug Kirk
6. Discussion/ Possible action to approve the newly appointed officers of the Sweeny Beautification Committee

7. Discussion/ Possible action to change signors on the Sweeny Beautification Committee bank account; Ashley Rambo
8. Discussion/ Possible action on process and costs of returning water softeners to service; Councilman Rambo
9. Discussion/ Possible action on proposal received by Water of Texas, Michael Claybourn Sr.
10. Discussion / Possible action on presentation for CIP initiatives; City Engineer
11. Discussion/ Possible action on adding street lamps on Main/ FM 524; Councilman Rambo
12. Discussion/ Possible action on adding signage to City owned parks; Councilman Rambo
13. Discussion/ Possible action on water wells on residential property; Councilman Rambo
14. Discussion/ Possible action on agenda request on "Top 10" project list for City Manager; Councilman Cook
15. Discussion/ Possible action to cancel the October 3rd, 2023 Special City Council Meeting or reschedule to an alternate date; National Night Out

**ITEMS OF COMMUNITY INTEREST**

**ADJOURN REGULAR SESSION**

I certify that the notice and agenda of items to be considered by the Sweeny City Council on **September 19th, 2023** was posted on the City Hall bulletin board on \_\_\_\_\_, 2023, at approximately \_\_\_\_\_AM/PM.

\_\_\_\_\_  
Kaydi Smith – City Secretary

I hereby certify that this Public Notice was removed from the City Hall bulletin board on \_\_\_\_\_, 2023 at approximately \_\_\_\_\_AM/PM.

\_\_\_\_\_  
Kaydi Smith - City Secretary

# CITY COUNCIL MEETING SPECIAL SESSION

Item 1.

Tuesday, September 05, 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 **Special Session** on **Tuesday, September 05, 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 6:01 PM

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

### PLEDGES & INVOCATION

Pledges were led by Brian Brooks and the invocation was given by Reese Cook.

### CITIZENS WISHING TO ADDRESS CITY COUNCIL

No visitor comments.

### CONSENT AGENDA

1. Proclamations (2) October 2023: Breast Cancer Awareness Month & National Night Out  
*Mayor Hopkins stated the proclamations will be signed after the meeting and posted in City Hall.*
2. Minutes: Regular Session, August 15, 2023; Special Session August 22, 2023; Special Joint Session, August 29, 2023  
*Mark Morgan Jr. motioned to approve the minutes of the Regular Session August 15, 2023, Special Session August 22, 2023, and Special Joint Session August 29, 2023. Tim Pettigrew seconded. All in favor. Motion carried.*
3. Discussion/ Possible Action to the Fire Department 3rd Quarter Incident Report  
Chief Barton is out on a grass fire report. City Manager stated the report is included for the Council's review.  
*Tim Pettigrew made the motion to accept the Fire Departments 3<sup>rd</sup> Quarter Incident report. Mark Morgan Jr. seconded. All in favor. Motion carried.*

### REGULAR AGENDA

4. Discussion/ Possible Action on Presentation of Vehicle Lease from Enterprise  
William Kwelle, with Enterprise Lease Vehicles, was in attendance to answer Council's questions regarding leasing three 150 trucks, as reflected in the proposed FY 23/24 budget. Full maintenance is included in the lease and can be completed by local businesses. Length of the lease is determined by mileage, age, wear, and tear. Kwelle gave out information of annual options included within the lease agreement. Rambo asked about current cost analysis for the three vehicles. City Manager stated she could pull information, but currently vehicle maintenance is over budget.  
*No action, discussion only*
5. Discussion/ Possible Action to Request for procedural change in Boards and Commissions open application timeframe.  
City Manager stated it is difficult to receive applications to fill the city affiliated boards and commissions positions. She would like to keep the application submittal process open for applicants to submit at any time. Applications would be pre-screened and submitted to the

boards for review as vacancies on such boards become available. Accepted applications would stay on file for a full year. Mr. Cook asked if this fits into the EDC's convenances and bilaws? Nina Christie, SEDC President, stated they have anniversary dates in September annually. City Manager does wish to have this pertain to the EDC as well. Rambo questioned storing of applications received. Applications would be filed at City Hall in a locked cabinet with only the City Manager, HR director, and City Secretary having access.

*Mark Morgan Jr. motioned to change the procedure of accepting applications, keeping it open year-round for boards and commissions, and keep on file for one year. Brian Brooks seconded.*

*Discussion: Rambo asked about the EDC's thoughts. Michelle Medina of SEDC stated she was fine with this. Nina Christie stated applications are normally only open for a month and EDC would advertise as needed on the Facebook page, website, newspaper, by word of mouth, and the City marquee. City Manager stated applications would be valid for one year. Even if there is a full board, the city would keep the applications on file for one year.*

*All in favor. Motion Carried.*

6. Discussion/ Possible Action on the Appointment of Applicants (3) to the Sweeny Economic Development Corporation's Board of Directors and Allowance to Canvas for Applications for Additional Position (1)

Nina Christie, EDC President, stated there are four positions open starting October 1<sup>st</sup> for the SEDC board. They only received three applications; she (Nina) did not re-apply. SEDC is recommending all three applicants to the board. Applicants are Jenny Massey, Bill Hayes, and Kay Roe.

*John Rambo made the motion to appoint the applicants to the EDC Board of Directors, Mr. Bill Hayes, Ms. Jenny Massey, and Ms. Kay Roe. Brian Brooks seconded.*

*Discussion: Mark Morgan Jr. asked if we still need to allow EDC to seek applicants for the remaining position. Attorney Stevenson stated that since previous item was voted approved, no need.*

*All in favor. Motion carried.*

7. Discussion/ Possible Action on Sweeny EDC's Performance Agreement Amendment with Cecil Joe Stark Sawmill & Logging, Inc.

Nina Christie, EDC President, stated the original performance agreement was previously approved by Council 01/2023. Stark has since requested changes to the agreement, as his business has changed. His sales tax so far this year is \$16,000.00 and he has obtained vendor licenses with Phillips and Dow to sell direct, increasing his sales tax collection. His business plan is to sell dirt, rock, and mulch, which is taxable. He will be renting trailers for use including crash trucks, skid steers, and mowers. He has purchased a band mill for wood cutting, mantles, etc. He has additionally established a contract with Stihl to feature \$5,000.00 worth of inventory. He is requesting to put an office building and store front on location with yards containing equipment and materials. He is requesting 16.93 acres at which is valued at \$18,000.00 an acre. The total property value is \$304,740.00. He is asking for 2 of the acres to have a second lien by SEDC. He will have the first lien for the office/warehouse portion in which would be through First State Bank in Sweeny. His current location is hurting the consumer, as it is far outside of town and sales tax is now going to the County. He wants to bring his business into town, giving that sales tax to Sweeny. Cook asked about the sales tax figures. Stark stated he has brought in \$60,000.00 not \$16,000.00 as previously stated, and he would get additional breakdown information that was requested earlier today regarding the figures. Stark stated he turned those figures in early on, referring to submittal upon original request for the performance agreement, but would get with his tax accountant to produce new. Cook stated the absent sales tax numbers for review is a concern as the property value is large.

*Reese Cook made the motion to table the discussion/decision until we receive actual sales tax numbers for further discussion. Seconded by Mark Morgan Jr.*



*Discussion: Brian Brooks asked how long are we putting the discussion off? Once the information is received, we could add to the next regular meeting, September 19th. Stark asked how many years does Council prefer? Brooks asked about why the current sales tax information was not received prior to bringing it to this meeting. The new performance agreement was approved August 4<sup>th</sup> by EDC without this. Stark stated he was requested today for the sales tax information, but his financial person was unavailable in order to compile. Cook stated he prefers at least the last three years of information and showing trends. Stark stated they have been in business since 1999 and prior too has been a family business since 1962. He has mostly been commercial previously. However, the proposed business model would cater more to residential. How would he predict the sales tax as this would differ? Nina referred him to the business department at the college for additional support to help with the planning and models.*

*Mark Morgan Jr., Reese Cook, John Rambo, and Tim Pettigrew approved. Brian Brooks opposed. Motion carried.*

8. Discussion/ Possible Action to the Sweeny Firefighters Association Deed  
 Kaydi Smith stated that the Council originally acted to deed city property to the Fire Fighters Association previously. The deed was never completed in house. Since Council and Mayor positions have changed, confirmation is requested prior to the current Mayor signing the newly produced deed.  
*Mark Morgan made the motion to sign the deed over to the Firefighters Association and should they disband, the title/deed comes back to the City. Tim Pettigrew seconded. All in favor. Motion carried.*
9. Discussion/ Possible Action to Replat Requested; 1007 2nd Street  
 Kaydi Smith stated that there are two individual lots that have been requested to be combined, to be known as one lot, 1007 2<sup>nd</sup> Street. The replat does conform to the requirements of the C1 Commercial zone.  
*John Rambo made the motion to approve the replat at 1007 2<sup>nd</sup> Street. Mark Morgan Jr. seconded.*  
*Discussion: Mayor asked if we know what the combination of property is being requested for. Smith stated a daycare facility is being discussed.*  
*All in favor. Motion carried.*
10. Discussion/ Possible Action on Entering a Joint Agreement with SISD for Services Utilizing K9 Sable  
 Chief Caudle stated this agreement is for legal purposes for the SISD to utilize the usage of Canine Sable. Our services for Sable are at no charge. Mayor asked how often Sable is used. Normally it is upon request if there is an issue/concern, and routinely, one to two times a month. If anything is found, the SISD PD would handle it. These checks/usage is at no charge. Rambo asked why we do not charge for these services? Chief Caudle stated it is an agency courtesy. The donation of food was brought up. Cook asked about any liabilities to Sable (injuries to her), would SISD be liable? Chief stated instances like that would be based on a case by case basis and upon an investigation being completed. After further review of the agreement, the Mayor stated he feels the agreement covers Sable.  
*Brian Brooks made the motion to approve the joint agreement with Sweeny ISD for services utilizing K9 Sable and to work out a deal for donated food. Tim Pettigrew seconded. Mark Morgan Jr., Reese Cook, Brian Brooks, and Tim Pettigrew approved. John Rambo opposed. Motion carried.*
11. Discussion/ Possible Action to Council Requested Reports; Municipal Court and Community Center Rentals

City Manager stated these were reports requested by Council during the budget workshops. These are for Council records or informational purposes only.  
*No action, discussion only*

12. Discussion and Possible Action of the Reviewal of the Proposed Fiscal Year 2023-2024 Budget  
 City Manager stated that no real action is needed, she just wanted to keep this fresh on Councils mind going into the budget and tax rate public hearings/ adoptions, scheduled for the next meeting. She feels the budget presented is pretty responsible and reflects the voter approval rate. It is a significant decrease from last year. This rate will raise \$151,896 additionally and of that \$6,967 is added from new property on the tax roll. Public hearing for the budget and tax rate is scheduled for September the 12<sup>th</sup>. Mr. Rambo asked about the vehicle stipend for the City Manager. City Manager stated she removed the Assistant City Managers vehicle and phone stipend, as he is no longer here. Cook asked if the budget presented includes 3 fleet vehicles. City Manager stated that is correct- 3 vehicles. City Manager stated the debt rate and maintenance and operations are the amounts that comprise the tax rate.

*John Rambo recommends that we remove the City Managers vehicle stipend from both funds. Mayor asked Charlie about Rambo's motion on the table. Mayor stated in the budget there were 2 vehicles split in 2 funds for clarification, as Mr. Brooks questioned the split and amounts. City Manager pulled up a presentation of other cities that give vehicle stipends. Discussion ensued between Council and the City Manager. Brian Brooks seconded the motion on the table. Mark Morgan Jr., Brian Brooks, and John Rambo approved. Reese Cook and Tim Pettigrew opposed. Mayor called for a record vote as he was unsure of hands raised. Mark Morgan Jr., Brian Brooks, and John Rambo were FOR the motion on the table. Reese Cook and Tim Pettigrew voted NAY/AGAINST. Motion carried.*

Reese Cook asked about the tax rate hearing next week and possible approval. We can adopt a lower rate without a second public hearing? That is correct stated the City Manager. Between now and the next meeting, Cook asked the City Manager to provide what the tax rate would be, if the general fund did not have a \$14,000.00 overage. Meaning bring the budget to a zero balance, due to the last 2 to 1 proposed tax rate vote.

### **ITEMS OF COMMUNITY INTEREST**

The Mayor stated there is a home football game Friday night and tailgating opportunities. He expressed to keep your loved ones close, as he himself experienced a severe accident on a job today that resulted in a significant loss.

Kaydi Smith reminded all to sign the mylars previously approved.

City Manager stated the Federal law states you are required to pay milage and she will be preparing monthly mileage statements. Tim stated she would be receiving 65.5 cents a mile.

Brian Brooks stated to please keep Tim's family in your prayers.

### **ADJOURN REGULAR SESSION**

Mayor Hopkins adjourned the meeting at 7:17 p.m.

City Officials/Employees Present:  
 Lindsay Koskiniemi, City Manager  
 Karla Wilson, Finance Director  
 Kaydi Smith, City Secretary  
 Brad Caudle, Police Chief

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Kaydi Smith - City Secretary



# AGENDA MEMO

## Business of the City Council

### City of Sweeny, Texas

<b>Meeting Date</b>	09/19/2023	<b>Agenda Item</b>	
<b>Approved by City Manager</b>		<b>Presenter(s)</b>	
<b>Reviewed by City Attorney</b>		<b>Department</b>	
<b>Subject</b>	Discussion/ Possible action on allowance of the annual SISD bonfire; Daniel Fuller, SISD Superintendent		
<b>Attachments</b>	Letter of Request		
<b>Financial Information</b>	Expenditure Required:		
	Amount Budgeted:		
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

#### Executive Summary

SISD is requesting a variance to Ordinance 92.01 for approval to allow the annual project graduation bonfire on October 25, 2023.

Administration requests, that if allowed, the motion include language contingent on the burn ban currently in place.

Suggestion: to establish an additional date in the motion as a backup date, dependant on SISD.

#### Recommended Action

To approve the variance to Ordinance 92.01, to allow SISD to hold the requested bonfire on October 25, 2023, or \_\_\_\_\_, as an alternate date, subject to the lifting of the burn ban and following all fire department and fire marshal regulations.



August 21, 2023

**Re: Project Graduation Senior Bonfire / Community Pep Rally**

To Whom it May Concern:

Sweeny ISD is looking forward to the Project Graduation (PG) Senior Bonfire / Community Pep Rally on Wednesday, October 25, 2023. This event will be held in the open green space behind Sweeny Elementary School. Sweeny ISD approves the use of district property for this event and releases liability from the City of Sweeny. PG agrees to adhere to the Fire Safety Guidelines as presented by the City of Sweeny Fire Marshal. PG is also aware that the Bonfire portion of this event is contingent upon current Burn Ban status.

Please let me know if you have questions or need additional information.

Educationally yours,

A handwritten signature in blue ink, appearing to read "Daniel Fuller", is written over a light blue horizontal line.

Daniel Fuller, M. Ed., Superintendent



# AGENDA MEMO

Business of the City Council  
City of Sweeny, Texas

<b>Meeting Date</b>	09/19/2023	<b>Agenda Item</b>	
<b>Approved by City Manager</b>		<b>Presenter(s)</b>	Administration
<b>Reviewed by City Attorney</b>		<b>Department</b>	Administration
<b>Subject</b>	Discussion/ Possible action on Waste Connections contractual CPI increase		
<b>Attachments</b>	Letter, Retail Gas Prices		
<b>Financial Information</b>	Expenditure Required:		
	Amount Budgeted:		
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

**Executive Summary**

The City currently contracts with Waste Connection for trash services. Waste Connections is requesting a CPI increase adjustment in the total amount of 14.44%.

**Recommended Action**



WASTE CONNECTIONS INC.  
*Connect with the Future®*

August 17<sup>th</sup>, 2023  
City of Sweeny  
Attn: City Manager  
102 West Ashley Wilson road  
Sweeny, Texas 77408

RE: Annual Rate Adjustment

Dear City Manager

Waste Connections would like to sincerely thank you for the great opportunity we have had to serve the citizens and community of Sweeny. We thoroughly enjoy and appreciate the relationship between Waste Connections and the City of Sweeny.

Each year we evaluate the CPI-U and PADD 3 fuel prices, costs per our contract with the city. This year the CPI-U adjustment is 8.8% and the fuel adjustment is 5.64% for a total rate adjustment of 14.44%. I have enclosed further details of these adjustments with this letter.

We would like to adjust these rates on the October billing cycle.

Should you have any questions or concerns regarding this adjustment or anything else, please feel free to contact me at the office at 281-331-0810.

Best Regards,

Zachary Ryan  
District Manager  
Waste Connections of TX  
Zachary.Ryan@wasteconnections.com

<u>Rate Adjustment</u>	<u>Percentage Increase</u>	
Fuel Adjustment	5.64%	**See tab Fuel Adjustment for the calculation and data
CPI-U	8.80%	**See tab CPI-U for supporting documentation
<b>Total City of Sweeny Rate Adjustment</b>	<b>14.44%</b>	



Base Rate:	\$	3.00
PADD3:	\$	4.10
.25 Increments:		4.38
Contract %		1.41%
% Adjusted		5.64%

12.4 The residential and commercial Rates include an initial base fuel cost of \$3.00. Every calendar quarter, the Rates shall be subject to a fuel adjustment as follows: an increase or decrease, as applicable, of one point four one percent (1.41%) for every twenty-five cent (\$0.25) increase or decrease in the price of diesel fuel at, above and below \$3.00 per gallon (with a one point four one percent (1.41%) fuel surcharge adjustment beginning at \$3.25 per gallon and an additional one point four one percent (1.41%) fuel surcharge adjustment at \$3.50 per gallon, etc.; alternatively, there shall be a one point four one percent (1.41%) fuel reduction adjustment beginning at \$3.49 per gallon and an additional one point four one percent (1.41%) fuel reduction adjustment beginning at \$3.24 per gallon). In no event shall there be any fuel surcharge adjustment applied to the Rates if and while the price of diesel fuel, after any adjustment, shall be below \$3.00 per gallon. The diesel fuel price shall be as determined by reference to the Energy Information Administration of the US Department of Energy ("EIA/DOE")'s Weekly Retail On Highway Diesel Prices for the Gulf Coast. The EIA/DOE currently publishes these prices on their website at the following location: <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>. The determination of the price of diesel fuel for the purposes of this Section 12.4 shall be obtained from the aforesaid website, and shall be that price published for the Monday prior to the end of the quarter (or the first business day thereafter if such Monday is a Federal Holiday). CONTRACTOR shall provide to the CITY written notice of any fuel surcharge adjustment. In no event shall such fuel surcharge adjustment take effect until CONTRACTOR has provided such notice.

Economic News Release



Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U. S. city average, by detailed expenditure category

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, July 2023

1982=84=100, unless otherwise noted

Expenditure category	Relative importance Jun. 2023	Unadjusted percent change		Seasonally adjusted percent change		
		Jul. 2022- Jul. 2023	Jun. 2023- Jul. 2023	Apr. 2023- May 2023	May 2023- Jun. 2023	Jun. 2023- Jul. 2023
Shelter	34.728	7.7	0.4	0.6	0.4	0.4
Rent of shelter(1)	34.358	7.8	0.4	0.5	0.4	0.4
Rent of primary residence	7.569	8.0	0.4	0.5	0.5	0.4
Lodging away from home(2)	1.250	6.0	-0.6	1.8	-2.0	-0.3
Housing at school, excluding board(1)	0.158	3.2	1.0	0.1	0.2	0.9
Other lodging away from home including hotels and motels	1.092	6.6	-0.8	2.1	-2.3	-0.5
Owners' equivalent rent of residences(1)	25.540	7.7	0.5	0.5	0.4	0.5
Owners' equivalent rent of primary residence(1)	24.148	7.7	0.5	0.5	0.4	0.5
Tenants' and household insurance(1)(2)	0.370	1.0	0.1	0.1	0.3	0.1
Water and sewer and trash collection services(2)	1.061	5.8	0.5	0.6	0.4	0.5
Water and sewerage maintenance	0.757	4.7	0.3	0.3	0.4	0.2
Garbage and trash collection(1)(10)	0.304	8.8	1.1	1.3	0.4	1.1

<b>Rate Adjustment</b>	<b>Percentage Increase</b>
Fuel Adjustment	5.64% **See tab Fuel Adjustment for the calculation and data
CPI-U	8.80% **See tab CPI-U for supporting documentation
<b>Total City of Sweeny Rate Adjustment</b>	<b>14.44%</b>

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U. S. city average, by detailed expenditure category

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, July 2023

[1982=84=100, unless otherwise noted]

Expenditure category	Relative importance Jun. 2023	Unadjusted percent change		Seasonally adjusted percent change			
		Jul. 2022- Jul. 2023	Jul. 2023	Apr. 2023- May 2023	May Jun. 2023	Jun. 2023- Jul. 2023	Jun. 2023
Shelter	34,728	7.7	0.4	0.6	0.4	0.4	0.4
Rent of shelter <sup>(1)</sup>	34,358	7.8	0.4	0.5	0.4	0.4	0.4
Rent of primary residence	7,569	8.0	0.4	0.5	0.5	0.5	0.4
Lodging away from home <sup>(2)</sup>	1,250	6.0	-0.6	1.8	-2.0	-0.3	-0.3
Housing at school, excluding board <sup>(3)</sup>	0.158	3.2	1.0	0.1	0.2	0.9	0.9
Other lodging away from home including hotels and motels	1,092	6.6	-0.8	2.1	-2.3	-0.5	-0.5
Owners' equivalent rent of residences <sup>(4)</sup>	25,540	7.7	0.5	0.5	0.4	0.5	0.5
Owners' equivalent rent of primary residence <sup>(4)</sup>	24,148	7.7	0.5	0.5	0.4	0.5	0.5
Tenants' and household insurance <sup>(5)</sup>	0.370	1.0	0.1	0.1	0.1	0.3	0.1
Water and sewer and trash collection services <sup>(2)</sup>	1,061	5.8	0.5	0.5	0.6	0.4	0.5
Water and sewerage maintenance	0,757	4.7	0.3	0.3	0.4	0.2	0.2
Garbage and trash collection <sup>(1)(6)</sup>	0,304	8.8	1.1	1.3	0.4	1.1	1.1

# City of Sweeny 10-2023

CPI U RESIDENTIAL ONLY

## Residential Cart Service

Residential 95 gal Cart	\$	19.81
Extra Cart	\$	5.71
*Cart replacement	\$	81.60

\*Excludes normal wear & tear & stolen carts(must file police report)

## Commercial Cart Service

Commercial 95 Gal Cart	\$	41.33
Extra Cart	\$	11.35

## Commercial Frontload Rates

Size	1x	2x	3x	4x	5x	Extra PU	Lock
2	\$ 55.85	\$ 99.02	\$ 143.43	\$ 186.68	\$ 231.00	\$ 50.11	\$ 6.13
3	\$ 76.16	\$ 125.67	\$ 175.17	\$ 224.65	\$ 274.15	\$ 52.62	\$ 6.13
4	\$ 88.87	\$ 144.69	\$ 198.72	\$ 255.13	\$ 309.70	\$ 55.12	\$ 6.13
6	\$ 115.25	\$ 189.14	\$ 267.84	\$ 346.51	\$ 425.20	\$ 60.12	\$ 6.13
8	\$ 135.28	\$ 241.19	\$ 346.54	\$ 450.61	\$ 555.94	\$ 68.90	\$ 6.13

## Commercial Compactor Rates

Size	1x	2x	3x	4x	5x	Delivery
2	\$ 109.65	\$ 195.42	\$ 283.10	\$ 368.30	\$ 455.98	
3	\$ 150.32	\$ 248.04	\$ 345.74	\$ 443.46	\$ 541.17	
4	\$ 175.37	\$ 285.61	\$ 393.36	\$ 503.59	\$ 611.31	84.86
6	\$ 230.50	\$ 373.30	\$ 528.65	\$ 683.97	\$ 839.32	
8	\$ 270.57	\$ 476.03	\$ 683.97	\$ 889.43	\$ 1,097.36	

## Roll off/ Roll off Compactor Rates

Rolloff - Trash	Rate/Haul	Deposit
20 yd Open Top	\$ 389.31	\$ 594.33
30 yd Open Top	\$ 432.56	\$ 641.15
40 yd Open Top	\$ 463.48	\$ 674.63

\$25.75 per ton after 6 tons of disposal

Roll off Compactor Rate/Haul	
28 yd Compactor	\$ 425.83
30 yd Compactor	\$ 444.92
35 yd Compactor	\$ 475.84
40 yd Compactor	\$ 444.92
42 yd Compactor	\$ 475.84

\$ 111.34	Rental Per month per Container	<b>(\$3.71 Daily Rental)</b>
\$ 159.73	Delivery Fee per Rolloff Delivery	

COPY

**THIRD AMENDMENT**  
**TO**  
**EXCLUSIVE RESIDENTIAL AND COMMERCIAL REFUSE SERVICE CONTRACT**

This THIRD AMENDMENT TO EXCLUSIVE RESIDENTIAL AND COMMERCIAL REFUSE SERVICE CONTRACT (this "Third Amendment") is made and entered into by and between the CITY OF SWEENEY, TEXAS (the "City"), and WASTE CONNECTIONS OF TEXAS, LLC ("Contractor"). The City and Contractor may be collectively referred to herein as the "Parties" and individually as a "Party", unless specifically identified otherwise. This Third Amendment shall be effective upon the Effective Date as defined below. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

**RECITALS**

**WHEREAS**, on April 1, 2012, the Parties entered into that certain *Exclusive Residential and Commercial Refuse Service Contract*, as subsequently modified, amended, and/or extended (the "Agreement"), for the collection, transportation, and disposal of residential and commercial solid waste within the City; and

**WHEREAS**, on April 1, 2022, the Parties extended the Term for an additional six (6) months in that certain *Second Amendment to Exclusive Residential and Commercial Refuse Service Contract*,

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term thereof and to otherwise modify the Agreement as provided for herein.

**TERMS AND CONDITIONS**

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the Parties mutually agree, represent and warrant as follows:

1. **Amendment to Section 14.1 of the Agreement.** Section 14.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

14.1 The initial term of this Agreement shall be for the three (3)-year period commencing on and including the 1<sup>st</sup> day of **October** 2022 and expiring on the 30<sup>th</sup> day of **September** 2025.

2. **Counterparts.** This Third Amendment may be executed in one or more facsimile or original counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

3. **Ratification.** All terms and provisions of the Agreement and/or First Amendment and/or Second Amendment not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this Third Amendment, all references to the term "Agreement" and/or "Contract" in this Amendment and/or in the Agreement and/or First Amendment and/or Second Amendment shall include the terms contained in this Third Amendment.

IN WITNESS WHEREOF, the Parties enter into this Third Amendment. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Third Amendment by the Party on whose behalf it is indicated that the person is signing.

**CITY OF SWEENEY, TEXAS**

By: \_\_\_\_\_  
Name: Lindsay Koskijemi  
Title: City Manager  
Date: 11 OCT 2022

**WASTE CONNECTIONS OF TEXAS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SECOND AMENDMENT**  
**TO**  
**EXCLUSIVE RESIDENTIAL AND COMMERCIAL REFUSE SERVICE CONTRACT**

This SECOND AMENDMENT TO EXCLUSIVE RESIDENTIAL AND COMMERCIAL REFUSE SERVICE CONTRACT (this "Second Amendment") is made and entered into by and between the CITY OF SWEENY, TEXAS (the "City"), and WASTE CONNECTIONS OF TEXAS, LLC ("Contractor"). The City and Contractor may be collectively referred to herein as the "Parties" and individually as a "Party", unless specifically identified otherwise. This Second Amendment shall be effective upon the Effective Date as defined below. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

**RECITALS**

**WHEREAS**, on April 1, 2012, the Parties entered into that certain *Exclusive Residential and Commercial Refuse Service Contract*, as subsequently modified, amended, and/or extended (the "Agreement"), for the collection, transportation, and disposal of residential and commercial solid waste within the City; and

**WHEREAS**, the Parties wish to amend the Agreement to extend the term thereof and to otherwise modify the Agreement as provided for herein.

**TERMS AND CONDITIONS**

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the Parties mutually agree, represent and warrant as follows:

1. **Amendment to Section 14.1 of the Agreement.** Section 14.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

14.1 The initial term of this Agreement shall be for the six (6) month period commencing on and including the 1<sup>st</sup> day of April, 2022, and expiring on the 30<sup>th</sup> day of September, 2022.

2. **Counterparts.** This Second Amendment may be executed in one or more facsimile or original counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

3. **Ratification.** All terms and provisions of the Agreement and/or First Amendment not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this Second Amendment, all references to the term "Agreement" and/or "Contract" in this Amendment and/or in the Agreement and/or First Amendment shall include the terms contained in this Second Amendment.

4. **Conflicting Provisions.** In the event of any conflict between the terms of the Agreement, the First Amendment, and this Second Amendment, the terms of this Second Amendment shall prevail.




5. **Effective Date.** The Effective Date of this Second Amendment shall be April 1, 2022.

*(Remainder of page intentionally left blank.)*

IN WITNESS WHEREOF, the Parties enter into this Second Amendment. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Second Amendment by the Party on whose behalf it is indicated that the person is signing.

**CITY OF SWEENY, TEXAS**

By:   
Name: REESE C. COOK  
Title: CITY MANAGER  
Date: 03/21/2022

**WASTE CONNECTIONS OF TEXAS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**FIRST AMENDMENT**  
**TO**  
**EXCLUSIVE RESIDENTIAL AND COMMERCIAL REFUSE SERVICE CONTRACT**

This FIRST AMENDMENT TO EXCLUSIVE RESIDENTIAL AND COMMERCIAL REFUSE SERVICE CONTRACT (this "Amendment") is made and entered into by and between the CITY OF SWEENEY, TEXAS (the "City"), and WASTE CONNECTIONS OF TEXAS, LLC ("Contractor"). The City and Contractor may be collectively referred to herein as the "Parties" and individually as a "Party", unless specifically identified otherwise. This Amendment shall be effective upon the Effective Date as defined below. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

**RECITALS**

**WHEREAS**, on April 1, 2012, the Parties entered into that certain *Exclusive Residential and Commercial Refuse Service Contract*, as subsequently modified, amended, and/or extended (the "Agreement"), for the collection, transportation, and disposal of residential and commercial solid waste within the City; and

**WHEREAS**, the Parties wish to amend the Agreement to extend the term thereof, to adjust the rates thereunder, and to otherwise modify the Agreement as provided for herein.

**TERMS AND CONDITIONS**

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the Parties mutually agree, represent and warrant as follows:

1. **Amendment to Section 14.1 of the Agreement.** Section 14.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

14.1 The initial term of this Agreement shall be for the ten (10) year period commencing on and including the 1<sup>st</sup> day of April, 2012, and expiring on the 31<sup>st</sup> day of March, 2022.

2. **Rate.** Contractor agrees to hold the current Rates (as of the Effective Date of this Amendment) firm through March 31, 2019. Beginning on April 1, 2019, Contractor shall be entitled to increase the Rates in the Agreement, including, without limitation, pursuant to Sections 12.3, 14.4, and 13.1.

3. **Counterparts.** This Amendment may be executed in one or more facsimile or original counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

4. **Ratification.** All terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this Amendment, all references to the term "Agreement" and/or "Contract" in this Amendment and/or in the Agreement shall include the terms contained in this Amendment.

5. **Conflicting Provisions.** In the event of any conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall prevail.

6. **Effective Date.** The Effective Date of this Amendment shall be April 1, 2017.

*(Remainder of page intentionally left blank.)*

IN WITNESS WHEREOF, the Parties enter into this Amendment. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Amendment by the Party on whose behalf it is indicated that the person is signing.

**CITY OF SWEENEY, TEXAS**

By: Cindy King  
Name: Cindy King  
Title: City Manager  
Date: Feb 27, 2017

**WASTE CONNECTIONS OF TEXAS, LLC**

By: Evan Sharp  
Name: Evan Sharp  
Title: District Manager  
Date: Feb 27, 2017

Renewed February 20, 2017  
Meeting.  
Beginning Apr 2017 - Syrs.  
ck

**EXCLUSIVE RESIDENTIAL AND COMMERCIAL  
REFUSE SERVICE CONTRACT**

**CITY OF SWEENEY**

**AND**

**WASTE CONNECTIONS OF TEXAS, LLC**

## EXCLUSIVE RESIDENTIAL REFUSE SERVICE CONTRACT

This EXCLUSIVE RESIDENTIAL AND COMMERCIAL REFUSE SERVICE CONTRACT (this "Agreement") is made and entered effective as of the 1st day of April, 2012, by and between the **CITY OF SWEENY**, hereinafter referred to as the "CITY", and **WASTE CONNECTIONS OF TEXAS, LLC**, its successors and assigns, hereinafter referred to as "CONTRACTOR".

### WITNESSETH:

#### I.

### SCOPE OF WORK AND AGREEMENT

1.1. The work to be done by CONTRACTOR pursuant to this Agreement consists of collection and processing or disposal of residential refuse and/or recyclables collected from all single family residential units, and Commercial Refuse collected from every commercial unit located within the city limits of SWEENY, Texas, and the furnishing of all labor, methods or processes, tools, equipment and transportation and disposal necessary to meet the requirements of this Agreement.

1.2 All collections and disposal contemplated hereunder shall be done and performed by CONTRACTOR promptly and in a good, thorough, workmanlike, safe and efficient manner to the reasonable satisfaction of the CITY.

1.3 The CITY's service area shall be any commercial or single family residential unit within the city limits of SWEENY, Texas.

#### II.

### DEFINITION OF TERMS

2.1 Whenever in this Agreement the following terms are used, they shall be defined as follows:

(a) Bags - Plastic sacks designed to store Residential Refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed fifty (50) pounds.

(b) Bulky Waste - Refrigerators, freezers, air conditioners (note: all must have certification of Freon reclamation), stoves, water tanks, washing machines, dryers, freezers, other white goods, appliances, water heaters, couches, furniture, bicycles, large volumes of Yard Waste (five cubic yard or more) and similar items that might be found in or around the home.

(c) Bundles - Trees, shrub and brush trimmings or newspapers and magazines neatly stacked, forming an easily handled package not exceeding five feet (5') in length or fifty (50) pounds in weight, and eighteen inches (18") in diameter.

(d) Contractor/Construction Waste – Garbage as defined herein that is generated from construction, remodeling, tree removal or landscaping, including, but not limited to, lumber, plywood, drywall, carpeting and other flooring material, tile, roofing material, stumps, and soil.

(e) Customer – Any and all City utility customers.

(f) Force Majeure Event – means: (i) an act of God, landslide, lightning, earthquake, fire, explosion, hurricane, tornado, storm, flood, storm surge or similar natural disaster or occurrence; (ii) riots, wars, sabotage, civil disturbances, acts of terrorism or insurrection; (iii) any act of any federal, state, county or local court, administrative agency or governmental office or body that stays, invalidates, or otherwise affects this Agreement or any permits or licenses of CONTRACTOR with respect to the acceptance and/or disposal of any waste; (iv) the denial, loss, suspension, expiration, termination, failure of renewal, or the attainment of any maximum disposal amounts within any applicable time period, of any permit, license or other governmental approval required to dispose of and/or accept any waste; (v) the adoption or change (including a change in interpretation or enforcement) of any federal, state, county, or local law, rule, permit, regulation or ordinance after the date of this Agreement, applicable to CONTRACTOR's obligations under this Agreement, including, without limitation, such changes that have a substantial, material and adverse effect on the cost of performing the contractual obligations of CONTRACTOR set forth in this Agreement; (vi) strikes, lockouts and other labor disturbances; or (vii) the institution of a legal or administrative action, or similar proceeding, by any person or entity which delays or prevents any aspect of the acceptance and/or disposal of Waste.

(g) Garbage – All normal and usual household and institutional waste products that are placed in approved containers for collection purpose and are usually a mixture of putrescible, non-putrescible, and incombustible materials, such as organic wastes from food preparation and consumption, wrapping and packaging materials, metal, glass and plastic containers and other items.

(h) Hazardous Waste – Any chemical compound, mixture, substance or article which is designated by any governmental authority, whether before or after the date of this Agreement, including the United States Environmental Protection Agency or any agency of the State of Texas, as "hazardous" or "toxic" as the term is defined by or pursuant to federal, state or local laws or ordinances. Hazardous Waste shall also include all medical waste items.

(i) Ninety-Five (95)-Gallon Cart – A polyethylene receptacle designed for the collection of solid waste material, with a minimum ninety-five (95) gallon capacity, equipped with a tight fitting hinged overlapping lid with two (2) oblique handles on the front corners for easy opening, two (2) 12 inch plastic molded/snap on wheels rated for 200 pounds per wheel, in-molded, integral hand grips for pushing/pulling the cart. After waste is removed, CONTRACTOR shall leave containers at point of origin. CONTRACTOR shall supply one Ninety-Five (95) Gallon Cart for each occupied Residential Unit.



(j) Residential Refuse – All Garbage, Rubbish, Bulky Waste, Yard Waste and all other items that may be deposited in a sanitary landfill as generated by an occupant of a Residential Unit, excluding Hazardous Waste, but including household move-in cartons when collapsed and tied.

(k) Residential Unit – A dwelling within the corporate limits of the CITY occupied by a person or group of persons. A Residential Unit shall be deemed occupied when either water and sewer or domestic light and power services are being supplied thereto.

(l) Rubbish/Yard Waste – All wood waste, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, waste paper and other products such as those used for packaging or wrapping, crockery and glass, ashes, floor sweepings, and mineral or metallic substances.

(m) Severe Weather Conditions – An act of God, landslide, lightning, earthquake, fire, explosion, hurricane, tornado, storm, flood, storm surge or similar natural disaster or occurrence.

(n) Commercial Refuse – All Garbage, Rubbish, and Bulky Waste generated by a commercial or industrial unit, excluding Hazardous Waste or construction debris, except for such incidental quantities as are regulatory acceptable and are agreed to by Contractor.

(o) Commercial Refuse Collection – Non-Residential Refuse collected from commercial or industrial establishments.

(p) Dumpster – A metal container of least two (2) cubic yards in size, with an attached lid, and specifically designed for use with a front-end loading packer truck.

### III. EQUIPMENT AND PERSONNEL

3.1 CONTRACTOR will furnish, during the period of this Agreement, a sufficient number of all metal, “packer-type” trucks, with sufficient operators and workmen for each, to collect and dispose of all Residential and Commercial Refuse. All equipment shall be in good working order and condition, reasonable wear and tear excluded. All equipment shall bear the name of CONTRACTOR and CONTRACTOR’s telephone number, which shall be displayed on such equipment in a clear, legible manner on each side. All Commercial front-load containers shall be maintained by CONTRACTOR in good condition.

3.2 All CONTRACTOR personnel on the service trucks must wear uniforms identifiable as CONTRACTOR employees, save and except during emergency situations (such as during a Force Majeure Event or immediately after a holiday when trash volumes may run especially high and require the addition of temporary personnel in order to

complete routes in a timely manner). CONTRACTOR will assure the presence of at least one English-speaking employee on each service truck. CONTRACTOR's employees will not take breaks or lunch in the CITY's subdivisions.

#### IV. OFFICE HOURS

4.1 CONTRACTOR shall maintain and staff an office Monday through Friday, 8:00 a.m. to 5:00 p.m. for the CITY or individual Customers, to communicate, discuss and refer any complaints arising in connection with such collection and disposal service. CONTRACTOR's office is located at 10310 FM 523 Angleton, TX 77515.

#### V. COLLECTION

5.1 CONTRACTOR shall, prior to commencement of service under this Agreement and prior to any alteration in the collection schedule as allowed hereunder, notify each Customer of the CITY, in writing, of the collection schedule (or alteration thereof) and the address and telephone number of CONTRACTOR.

5.2 CONTRACTOR shall collect, once a week on Monday except as provided otherwise herein, and properly dispose of all Residential Refuse from all single family Residential Units used for residential purposes located within the CITY, once each week, curbside with Ninety-Five (95) Gallon Cart service on the day selected by CONTRACTOR and communicated to the CITY, as well as the residents and commercial entities service under this Agreement, except when a holiday, as set forth in Article XIV below, occurs on such service day, in which event the pick-up scheduled for that day will be postponed until the next day, and except for emergencies resulting from a Force Majeure Event. CONTRACTOR reserves the right to change or alter the times and routes of collection, provided that CITY is given prior written notification of the changes. CONTRACTOR may change or alter the days of collection only after receiving prior consent from the CITY, which consent shall not be unreasonably withheld, conditioned or delayed. CONTRACTOR shall bear the cost to notify the resident of any changes in service days, if applicable.

5.3 CONTRACTOR will collect Residential Refuse from all Residential Units within the CITY's service area and whose Residential Refuse collection services have not been terminated by the CITY pursuant to Section 11.2.

5.4 All Residential Refuse must be placed in the Ninety-Five (95) Gallon Cart and be placed within five feet (5') of the roadway, as close as practicable without interfering with or endangering the movement of vehicles or pedestrians. CONTRACTOR shall have no obligation to: (i) collect any Residential Refuse that contains Excluded Waste, (ii) collect any Residential Refuse that is not placed in the Ninety-Five (95) Gallon Cart, or (iii) empty any Ninety-Five (95) Gallon Cart that is not placed out for collection in accordance with the provisions of this Article V. In the event a Residential Unit generates more Residential Refuse than will fit in a Ninety-Five (95) Gallon Cart, the Customer at such

Residential Unit may request that CONTRACTOR provide to such Customer, at the Rates provided for in Section 12.1, such additional Ninety-Five (95) Gallon Carts as may be necessary to accommodate all Residential Refuse generated by such Residential Unit.

5.5 Putrescible waste material shall have priority collection should the community suffer the consequences of Severe Weather Conditions. Normal collection of non-putrescible waste will commence once the initial health threat has been addressed. The collection of structural debris, uprooted trees, roofing material and other debris generated by Severe Weather Conditions is outside the services contracted for in this Agreement; provided, however, that CONTRACTOR shall have the right of first refusal upon terms to be negotiated between the Contractor and the City within five business days of the re-opening of the City Hall following the event in question. In the event no such agreement is successfully negotiated, the City shall be free to contract with any other third party for that debris removal.

5.6 It shall be the responsibility of the Customers to place Residential Refuse at the proper location at or before 7:00 a.m. on a regularly scheduled collection day.

5.7 Residents shall not place the following items in Ninety-Five (95) Gallon Carts (collectively, "Excluded Refuse"):

- (a) All waste, except as otherwise provided in this Agreement, which is not placed in the Ninety-Five (95) Gallon Cart provided at the curbside;
- (b) Concrete, dirt, bricks, batteries, cross ties, rocks, tires and logs and stumps over six inches (6") in diameter;
- (c) Household hazardous waste, including, but not limited to, pool chlorine and other chemicals, fertilizer, pesticides, paint, oil or other petroleum products and medical sharps or waste.
- (d) Hazardous Waste.

5.8 In the event a Residential Unit generates Excluded Waste that requires collection, transportation and/or disposal, the Customer shall contact CONTRACTOR to separately arrange for the collection of such Excluded Waste at rates to be separately agreed-upon by the Customer and CONTRACTOR. In the event CONTRACTOR elects to not collect such Excluded Waste, CONTRACTOR shall provide the Customer with the names of licensed service-providers whom the Customer may then contact to collect such Excluded Waste.

5.9 CONTRACTOR will make no collections before 7:00 a.m. or after 7:00 p.m. unless the Mayor (or their designated representative) of the CITY has been notified and has given approval.

5.10 CONTRACTOR shall provide gratuitous trash service on each service day to CITY facilities as reasonably requested by the CITY, via the utilization of up to four (4) Ninety-Five (95) Gallon Carts; provided, however, that the CITY must place such Ninety-Five (95) Gallon Carts out for collection in accordance with the provisions of this Article V.

5.11 Should CONTRACTOR be unable to collect the trash at any CITY residential address, CONTRACTOR shall leave a tag at the address, indicating the reason for non-collection.

5.12 CONTRACTOR shall pick up any Residential Refuse resulting from spillage occurring in the loading of Residential Refuse into the truck regardless of the area in which such spillage occurs.

5.13 If the Customer (including all CITY facilities serviced pursuant to Section 5.10) damages a Ninety-Five (95) Gallon Cart, normal wear and tear excluded, the Customer shall be responsible for the replacement charge of a Ninety-Five (95) Gallon Carts. The replacement cost is herein established at \$75.00 per cart. If a cart is stolen or vandalized by an unknown party, CONTRACTOR will replace said cart at no charge following receipt of an official Police Report indicating said cart was stolen and/or vandalized.

## VI. RECYCLING COLLECTION

6.1 CONTRACTOR will provide each Residential Unit within the CITY with a 95-gallon recycling container at the Rates set forth in Section 12.1, as such maybe adjusted from time to time. Title to the recycling containers shall remain with CONTRACTOR. If the Customer damages a recycling container, normal wear and tear excluded, the Customer shall be responsible for the replacement charge of a new recycling container. The replacement cost is herein established at \$75.00 per cart. If a cart is stolen or vandalized by an unknown party, CONTRACTOR will replace said cart at no charge following receipt of an official Police Report reporting said cart stolen or vandalized.

6.2 CONTRACTOR will collect plastics of grades #1 through #5 and #7, newspaper, plastic, and aluminum, tin, or metal cans from the curbside of each Residential Unit, and such other materials as CONTRACTOR may add, from time to time, pursuant to Section 6.2(d).

(a) Prior to the commencement of the recycling program, and continuing through the Term of this Agreement, CONTRACTOR will provide information to the CITY's Customers about the program, including the specific types of materials to be collected and the collection days. Thereafter, throughout the term of this Agreement, CONTRACTOR will inform the Customers of the CITY promptly of any changes in the recycling program and such changes will not take effect until such notice has been provided to the Customers of the CITY.

(b) Recycling shall be collected from the CURBSIDE every other week on the day selected by CONTRACTOR and communicated to the CITY and residents of CITY, except when a holiday, as set forth in Article XIV below, occurs on such service day, in which event the pick-up scheduled for that day will be postponed until the next regularly scheduled collection day, and except for emergencies resulting from a Force Majeure Event. CONTRACTOR reserves the right to change or alter the days, times and routes of collection, provided that CITY is given prior written notification of the changes.

(c) CONTRACTOR will transport the collected recyclable materials to a processing center. CONTRACTOR will obtain title to the recyclable materials upon collection from each Residential Unit and shall be responsible for the sale of such recyclable materials. CONTRACTOR shall be entitled to receive and retain all revenues from the sale of recyclable materials received by CONTRACTOR pursuant to this Agreement.

(d) CONTRACTOR reserves the right, from time to time, to add or delete items from recycling collection, for which no secondary market continues to exist or may be created. CONTRACTOR has no control on market values of items collected and represents no assurance of the future viability of secondary markets.

(e) CONTRACTOR reserves the right and has the duty under law to inspect recyclable materials put out for collection and to reject recyclable materials observed to be contaminated with Residential Refuse or Excluded Waste.

## VII COMMERCIAL COLLECTION

7.1 CONTRACTOR shall provide the collection, processing and/or disposal of all permanent and temporary commercial refuse in general upon the terms and conditions set forth in this agreement. Commercial garbage collections shall be made by the use of two, three, four, six and eight cubic yard dumpsters, or twenty, thirty or forty cubic yard roll-off container/compactors. All dumpsters and roll-offs provided herein shall be supplied exclusively by CONTRACTOR. The CONTRACTOR'S local telephone number shall be maintained in good and nuisance free condition.

7.2 Any changes in the policies and procedures described in the preceding section shall be submitted to the City and all commercial customers in writing less than thirty (30) days prior to their effective date.

7.3 Any and all commercial dumpsters/roll-off containers shall be located at a place mutually convenient and safely serviceable as agreed upon by the Contractor and the commercial customer.

7.4 The Contractor shall be responsible for any damage caused to the commercial customers premises as a result of the negligence or willful acts of the Contractor and its employees. The Contractor shall not be responsible for normal wear and tear.



7.5 Dumpster/Roll-off containers shall not be filled with debris in a manner so that the lid or cover will not close as designed. CONTRACTOR may decline to empty an overloaded container until the customer unloads the container to the point where the lid or covers will close, and the container is not over weight, or until other mutually agreeable engagements have been made.

**VIII.  
INSURANCE**

8.1 CONTRACTOR shall maintain in full force and effect during the term of the Agreement, worker’s compensation insurance in accordance with the workers compensation statutes of the State of Texas, automobile liability, employer’s liability and property damage insurance. All insurance shall be written by an insurance company and for policy limits reasonably acceptable to the CITY. Prior to the commencement of the Agreement, CONTRACTOR agrees to furnish the CITY certificates of insurance, on an annual basis, to the effect that such insurance has been procured and is in force, and such certificates shall name the CITY as an additional insured and contain a waiver of subrogation against the CITY.

8.2 Notice of cancellation of such policy shall be given to the CITY, in writing, not less than thirty (30) days prior to the cancellation date.

8.3 For the purpose of this Agreement, CONTRACTOR shall carry the following types of insurance in the minimum limits as specified below:

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers Compensation	
Statutory General Liability Bodily Injury & Property Damage	\$1,000,000
Employer’s Liability	\$1,000,000
Automobile Liability Bodily Injury & Property Damage	\$1,000,000 combined single limit
Excess Umbrella Liability Bodily Injury & Property Damage	\$3,000,000 each occurrence \$3,000,000 aggregate

**IX.  
INDEMNITY**

9.1 CONTRACTOR SHALL INDEMNIFY AND SAVE THE CITY HARMLESS FROM ANY AND ALL LIABILITY OR DAMAGES THE CITY MAY SUFFER (EXCLUDING THOSE RESULTING FROM THE CITY’S NEGLIGENCE, WILLFUL MISCONDUCT, FAILURE TO CONFORM TO THE STATUTES, ORDINANCES OR OTHER REGULATIONS OR REQUIREMENTS OF ANY GOVERNMENTAL AUTHORITY OR BREACH OF THIS AGREEMENT) AS A RESULT OF CLAIMS, DEMANDS, COSTS, OR JUDGMENTS AGAINST THE CITY TO THE EXTENT ARISING OUT OF THE PERFORMANCE BY CONTRACTOR OF ITS OBLIGATIONS UNDER THIS

AGREEMENT. ADDITIONALLY, CONTRACTOR SHALL INDEMNIFY THE CITY FROM ANY AND ALL LIABILITY, LOSS OR DAMAGES THE CITY MAY SUFFER (EXCLUDING THOSE RESULTING FROM THE CITY'S NEGLIGENCE, WILLFUL MISCONDUCT, FAILURE TO CONFORM TO THE STATUTES, ORDINANCES OR OTHER REGULATIONS OR REQUIREMENTS OF ANY GOVERNMENTAL AUTHORITY OR BREACH OF THIS AGREEMENT) AS A RESULT OF CLAIMS, DEMANDS, COSTS OR JUDGMENTS AGAINST THE CITY TO THE EXTENT ARISING OUT OF FAILURE OF CONTRACTOR OR THOSE ACTING UNDER CONTRACTOR'S DIRECTIONS TO CONFORM TO THE STATUTES, ORDINANCES OR OTHER REGULATIONS OR REQUIREMENTS OF ANY GOVERNMENTAL AUTHORITY IN CONNECTION WITH CONTRACTOR'S DISPOSAL OF WASTE. CONTRACTOR HEREBY AGREES TO INDEMNIFY THE CITY AGAINST ALL CLAIMS BROUGHT OR ACTIONS FILED AGAINST THE CITY IN RESPECT TO THE SUBJECT OF INDEMNITY HEREIN RECITED, WHETHER SUCH CLAIMS OR ACTIONS BE RIGHTFULLY OR WRONGFULLY BROUGHT OR FILED, AND AGAINST ALL COSTS INCURRED BY THE CITY IN CONNECTION THEREWITH.

**X.**  
**DEFAULT AND TERMINATION**

10.1 Failure by either party to perform pursuant to the terms of this Agreement shall be deemed a breach hereof.

10.2 If the CITY determines that CONTRACTOR has, by its actions or omissions, materially breached or otherwise materially failed to perform any obligation or duty under this Agreement, the CITY may advise CONTRACTOR in writing of any suspected deficiencies, specifying the deficiency in a reasonable manner. The CITY shall issue a written notification of deficiencies or a notice of breach. Unless the circumstances necessitate response within a shorter period of time, CONTRACTOR shall respond to any such notice in writing within seven (7) business days and shall cure any such deficiency within thirty (30) days from the receipt by CONTRACTOR of such written notice. If however, by the nature of the failure it cannot be cured within such thirty (30) day period, CONTRACTOR shall have as much time as is reasonably necessary to cure the failure, contingent upon CONTRACTOR's having expeditiously and diligently tried to cure within the thirty (30) day period and thereafter proceeding in good faith to effectuate a cure.

10.3 In the event that, at the end of the thirty (30) day cure period or such other period as is necessary to effectuate a cure, CONTRACTOR has not cured the breach of or failure under this Agreement, then the CITY may take any one or combination of the following actions:

- (a) Provide additional time to effect a cure of the breach or obligation;
- (b) Take such action as the CITY determines is reasonable to perform the obligation or cure the breach, with the CITY's resources and/or through such independent contractors and/or consultants as the CITY may elect to retain; and/or
- (c) Terminate this Agreement, in which case a written notice of termination of this Agreement shall be immediately delivered to CONTRACTOR.

10.4 In the event the CITY defaults in payment, CONTRACTOR shall give the CITY written notice of such default, which shall be sent to the CITY at the address for billings. If the CITY does not remedy the default within thirty (30) days of its receipt of such notice, further performance by CONTRACTOR is excused until such time as the default is remedied and CONTRACTOR may terminate this Agreement effective immediately. In the event that a Force Majeure Event continues unabated for a period of thirty (30) days and renders CONTRACTOR unable, wholly or in part, to carry out any material part of its obligations under this Agreement, then CONTRACTOR shall have the right to terminate this Agreement and shall not have any liability to the CITY due to such Force Majeure Event or such termination. The CITY shall not be responsible for payment to CONTRACTOR during any such period of non-performance by CONTRACTOR due to a Force Majeure Event.



## XI. COMPLIANCE WITH ALL LAWS

11.1. CONTRACTOR agrees to conform to and abide by all of the federal, state, and local rules, regulations, laws and ordinances governing the collection, hauling and disposal of Residential Refuse.

11.2. CONTRACTOR agrees to conform to and abide by all of the valid rules, regulations and ordinances of any CITY or other jurisdiction through which Residential Refuse may be hauled, or disposed of, governing the collection, hauling and disposal of said Residential and/or Commercial Refuse.

11.3. CONTRACTOR agrees, when Residential Refuse is hauled to or through the unincorporated territory of any county, to conform to and abide by all rules, regulations and ordinances of any county governing the collection, hauling and disposal of said Residential and/or Commercial Refuse.

11.4. CONTRACTOR agrees to abide by all applicable federal laws, including, without limitation, the Occupational Safety and Health Act, and the laws of the State of Texas.

11.5. If compliance with any applicable rule, regulations, law or ordinance is impossible for reasons beyond the control of CONTRACTOR, CONTRACTOR shall immediately notify the CITY of such circumstances and the reasons therefore.

## XII. COMPENSATION

12.1 CONTRACTOR agrees to receive and accept from the CITY, ~~\$16.25~~ per Ninety-Five (95) Gallon Cart per month for Residential Refuse collection service plus, applicable Taxes and Fees and fuel adjustment (subject to Section 12.4) per occupied Residential Unit located within the CITY service area, as full compensation for doing the residential work contemplated and embraced in this Agreement (collectively, the "Rates"). For purposes of this Section 12.1, the term "Taxes and Fees" shall mean any adoption of, or changes to, any federal, state, or local laws, rules or regulations by any governmental authority or agency that results in an increase in CONTRACTOR's costs, including but not limited to the imposition of new or the increase to existing governmental taxes, fees, surcharges (e.g., fuel, etc.).

12.2 Invoices for Residential services rendered shall be billed for the service/billing cycle ending in the thirty (30) days prior to the billing date by Contractor to City on or about the last day of the month. Payment from the CITY to CONTRACTOR shall be due no later than the forty-fifth (45th) day following receipt of the invoice by the CITY. CITY shall invoice the commercial customers located within the CITY limits one month in arrears at the established rates (Exhibit A), plus Taxes and Fees. For purposes of this Section 12.2, the term "Taxes and Fees" shall mean any adoption of, or changes to, any federal, state, or local laws, rules or regulations by any governmental authority or agency that results in

an increase in CONTRACTOR's costs, including but not limited to the imposition of new or the increase to existing governmental taxes, fees, surcharges (e.g., fuel, etc.).

12.3 Notwithstanding the foregoing or anything else to the contrary set forth in this Agreement, CONTRACTOR shall, at any time, have the right to adjust the residential and commercial Rates in the event that a Force Majeure Event arises which materially affects CONTRACTOR's costs or revenues under this Agreement. CONTRACTOR shall submit to the CITY all substantiating documentation, via certified mail, thirty (30) days prior to any proposed Rate increase. CONTRACTOR agrees to use commercially reasonable efforts to inform the CITY at the earliest possible moment when CONTRACTOR learns of the impending change that could affect this Section. Under no circumstances shall CONTRACTOR have the right to assess any increases pursuant to this Section until the CITY has consented to same, which consent shall not be unreasonably withheld, conditioned or delayed. If the CITY and CONTRACTOR cannot agree on a proposed increase in Rates, CONTRACTOR shall have the right, with thirty (30) day's written notice, to terminate the Agreement.

12.4 The residential and commercial Rates include an initial base fuel cost of \$3.00. Every calendar quarter, the Rates shall be subject to a fuel adjustment as follows: an increase or decrease, as applicable, of one point four one percent (1.41%) for every twenty-five cent (\$0.25) increase or decrease in the price of diesel fuel at, above and below \$3.00 per gallon (with a one point four one percent (1.41%) fuel surcharge adjustment beginning at \$3.25 per gallon and an additional one point four one percent (1.41%) fuel surcharge adjustment at \$3.50 per gallon, etc.; alternatively, there shall be a one point four one percent (1.41%) fuel reduction adjustment beginning at \$3.49 per gallon and an additional one point four one percent (1.41%) fuel reduction adjustment beginning at \$3.24 per gallon). In no event shall there be any fuel surcharge adjustment applied to the Rates if and while the price of diesel fuel, after any adjustment, shall be below \$3.00 per gallon. The diesel fuel price shall be as determined by reference to the Energy Information Administration of the US Department of Energy ("EIA/DOE")'s Weekly Retail On Highway Diesel Prices for the Gulf Coast. The EIA/DOE currently publishes these prices on their website at the following location: <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>. The determination of the price of diesel fuel for the purposes of this Section 12.4 shall be obtained from the aforesaid website, and shall be that price published for the Monday prior to the end of the quarter (or the first business day thereafter if such Monday is a Federal Holiday). CONTRACTOR shall provide to the CITY written notice of any fuel surcharge adjustment. In no event shall such fuel surcharge adjustment take effect until CONTRACTOR has provided such notice.

12.5 Notwithstanding anything to the contrary contain in this Agreement, this Agreement shall not become effective and CONTRACTOR shall have no obligation to commence providing collection services hereunder until thirty (30) days after CONTRACTOR has received from the CITY a resident list of the number of active Residential Units (the "Resident List"). Thereafter and during the entire term of this Agreement, the CITY shall deliver to CONTRACTOR, on or before the 25th day of each calendar month, an updated Resident List. Each Resident List delivered to

CONTRACTOR shall contain the name of each Customer and the address and telephone number of the respective active Residential Unit owned or occupied by such Customer.

### XIII. ESCALATION CLAUSE

13.1 CONTRACTOR shall hold firm the current residential and commercial Rates set forth in this Agreement during the first year of this Agreement, with annual increases or decreases in the second (2<sup>nd</sup>) and subsequent years of this Agreement. The residential and commercial Rates for all services shall escalate or decrease at a rate equal to the rise or fall of the Consumer Price Index for All Urban Consumers (published by the United States Bureau of Labor Statistics, Consumer Price Index, U.S. CITY Average, All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted, Based Period December 1999 ' 100) for each subsequent year remaining in the term of this Agreement: provided, however, that the residential and commercial Rates shall not fall below the initial Rates specified in Section 12.1 and Exhibit A, herein, and if the CPI-U falls over one year below the initial residential and commercial Rates and subsequently rises the next year, the residential and commercial Rates shall only escalate in an amount equal to the net increase above the initial residential and commercial Rates, taking the decrease and increase both into account. The annual increases or decreases shall be applied on each anniversary date of this Agreement, so long as this Agreement is in effect; provided, however, that no such increase shall be effective sooner than forty-five (45) days following written notice (which notice shall include evidence of such rise in the CPI-U) to the CITY in order that the CITY may adjust the Rates accordingly. The rise or fall of the CPI-U (Consumer Price Index, U.S. CITY Average, All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted, Based Period December 1999 ' 100) shall be determined by calculating the percentage increase or decrease of said index over the past year, using the "annual" data, if available, or, in the absence of such "annual" data, using a rolling twelve month average based upon the most recent data readily available at the time CONTRACTOR provides written notice to the CITY of such increase.

### XIV. TERM

14.1 The initial term of this Agreement shall be for the five (5)-year period commencing on and including the **1st day of April**, and expiring on the **31st day of March 2017**.

14.2 Following the aforementioned expiration date, this Agreement will automatically extend for additional two (2) one (1) year periods unless either CONTRACTOR or the CITY notifies the other in writing at least thirty (30) days prior to the expiration of this Agreement of its intent not to renew this Agreement, subject, however, to the rights of the parties hereto under Article IX of this Agreement.

## XV. HOLIDAYS

- 15.1 The following shall be holidays for the purposes of this Agreement:
- (a) New Year's Day;
  - (b) Memorial Day;
  - (c) Independence Day;
  - (d) Labor Day;
  - (e) Thanksgiving Day; and
  - (f) Christmas Day.

CONTRACTOR may observe any or all of the above-listed federally observed holidays by suspension of collection services on the above holidays. The collection scheduled for that day will be postponed until the next day for once a week service and the next scheduled day for twice a week service.

## XVI. MISCELLANEOUS

16.1 Assignment - This Agreement shall not be assigned or the work subcontracted without the prior written consent of the CITY, which consent shall not be unreasonably withheld, delayed or conditioned; provided, however, that CONTRACTOR may assign its entire interest under this Agreement to a wholly owned subsidiary without the prior consent of the CITY, provided the wholly owned subsidiary assumes in writing all of CONTRACTOR's obligations hereunder. In the event of any such assignment, the assignee shall assume and be bound by all the covenants and obligations of CONTRACTOR herein.

16.2 Disposal - Residential and Commercial Refuse will be collected, transported, and deposited at Texas Commission on Environmental Quality (TCEQ) approved sanitary landfills. CONTRACTOR will not store or temporarily house garbage within the CITY for any reason.

16.3 Emergencies - CONTRACTOR agrees to use commercially reasonable efforts to assist the CITY in the event of an emergency situation on such terms and conditions as may be mutually agreed between CONTRACTOR and the CITY.

16.4 Hauling - All Residential and Commercial Refuse hauled by CONTRACTOR shall be contained, tied or enclosed so that leaking, spilling or blowing is prevented.

16.5 Non-Discrimination - CONTRACTOR agrees to abide by all applicable federal and state laws with respect to nondiscrimination against any person because of race, sex, age, creed, color, religion or national origin.

16.6 Notification - CONTRACTOR shall notify the CITY and all Customers about complaint procedures, regulations and days for scheduled Residential and/or Commercial Refuse collection.

16.7 Point of Contact – All dealings, contacts, etc., between CONTRACTOR and the CITY shall be directed by the CITY to the District Manager, Waste Connections of Texas whose address is 10310 FM 523 Angleton, TX 77515. The office telephone number is 979-864-4600.

16.8 Representations – CONTRACTOR represents and warrants that it has dedicated and made available, and at all times during the term of this Agreement shall keep available sufficient equipment and personnel to service adequately the collection requirements pursuant to this Agreement. CONTRACTOR shall maintain its current financial solvency and is not nor will engage in proceedings that will lead to filing for bankruptcy, and if any creditors shall force CONTRACTOR into bankruptcy proceedings, CONTRACTOR shall notify the CITY. CONTRACTOR hereby represents and warrants that it has all requisite corporate power and authority to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform all the terms and conditions hereof to be performed by it. The execution and delivery of this Agreement by CONTRACTOR, the consummation of the transactions contemplated hereby and the performance by CONTRACTOR of all the terms and conditions hereof to be performed by it have been duly authorized and approved by all requisite corporate action on the part of CONTRACTOR. The person signing this Agreement on behalf of CONTRACTOR warrants by his signature that he has full authority to enter into this Agreement on behalf of CONTRACTOR. The CITY represents that it has entered this Agreement and that the officers executing this Agreement are duly authorized to act on behalf of the CITY.

16.9 Licenses – CONTRACTOR shall, at CONTRACTOR's expense, obtain all licenses and permits necessary for the performance of CONTRACTOR's services.

16.10 Title to Refuse – Title to Refuse shall pass to CONTRACTOR when placed in CONTRACTOR's collection vehicle, removed by CONTRACTOR from a container, or removed by CONTRACTOR from the Customer's premises, whichever last occurs. However, if CONTRACTOR later discovers wastes that Excluded Waste has been illegally placed in any Refuse collected by CONTRACTOR and the original owner of such Excluded Waste can be positively identified, then title shall continue in the owner and he will be responsible for the additional costs of special handling and proper disposal of the material and any material contaminated by that Excluded Waste.

## **XVII. NOTICES**

17.1 All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or sent by telecopier or United States certified mail, postage prepaid, return receipt requested, addressed as follows:

When to the CITY:  
City of Sweeny  
102 West Ashley Wilson Road  
Sweeny, Texas 77408  
Phone: (979) 548-7730  
Facsimile: (979) 548-7745  
Attention: City Manager

When to CONTRACTOR:  
Waste Connections of Texas, LLC  
10310 FM 523  
Angleton, Texas 77515  
Phone: (979) 964-4600  
Facsimile: (979) 864-3983  
Attention: District Manager  
Email: [jeremyk@wcnx.org](mailto:jeremyk@wcnx.org)

With a copy to:  
Waste Connections, Inc.  
2295 Iron Point Road, Suite 200  
Folsom, California 95630  
Facsimile: (916) 608-8291  
Attention: Legal Department

or to such other address as either party may from time to time designate by notice to the other given in accordance with this Section. Notice shall be deemed effective on the date personally served or sent by telecopier or, if mailed, three (3) business days from the date such notice is deposited in the United States mail.

#### **XVIII. EXCLUSIVE**

18.1 Until this Agreement is terminated, CONTRACTOR shall have the sole and exclusive permit to provide Residential and Commercial Refuse collection, recycling, removal and disposal services for Residential and Commercial Refuse, as those services have been specifically defined in this Agreement, or mutually agreed-upon amendments and/or attachments.

18.2 The CITY may, in its sole discretion, enforce the exclusivity provisions of this Agreement against third-party violators, taking into account the cost of doing so and other factors. CONTRACTOR may independently enforce the exclusivity provision of this Agreement against third-party violators, including but not limited to seeking injunctive relief and/or damages, and the CITY shall use good-faith efforts to cooperate in such enforcement actions brought by CONTRACTOR.

**XIX.**  
**TEXAS LAW TO APPLY; VENUE**

19.1 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Brazoria County, Texas. Venue for any legal action arising out of the performance or non-performance of this Agreement shall be in Brazoria County, Texas.

**XX.**  
**CONSTRUCTION**

20.1 Should any one or more of the provisions contained in this Agreement be held to be invalid, illegal or unenforceable in any respect for whatever reason, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid illegal or unenforceable provision had never been contained herein.

**XXI.**  
**ATTORNEY'S FEES**

21.1 If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

**XXII.**  
**ENTIRE AGREEMENT**

22.1 This Agreement sets forth the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement, which is not contained herein, shall be valid or binding.

**XXIII.**  
**INDEPENDENT CONTRACTOR**

23.1 CONTRACTOR shall be deemed to be and is an independent contractor. The selection, number, compensation, and employment of personnel and all other matters relating to the employment of personnel by CONTRACTOR, the operation of necessary machinery and equipment, and all other matters relating to the performance of its duties and obligations under this Agreement shall be the sole responsibility of CONTRACTOR. Nothing in this Agreement shall be deemed to constitute CONTRACTOR or any of CONTRACTOR's employers, subcontractors or agents to be agent, subcontractor, representative or employee of the CITY.

**XXIV  
APPROPRIATION OF FUNDS**

24.1 The City reasonably believes that funds can be obtained in a sufficient amount to make all payments due the Contractor under this Agreement. The City covenants that it will do all things lawfully within its power to obtain, maintain, and properly request and pursue funds from which the payments can be made. If, notwithstanding the good faith effort to appropriate sufficient funds, the City may, upon prior written notice to the Contractor, effective sixty (60) days after the giving of such notice, to be effective upon any anniversary of the effective date of this Agreement, terminate this Agreement.

See Exhibit A & B attached:  
Commercial Rates

***[Remainder of Page Left Intentionally Blank; Signature Page Immediately Follows]***



{00018147.DOC.2}

IN WITNESS WHEREOF, the CITY and CONTRACTOR have executed this Agreement on the day and year first written above.

City of Sweeny  
By: *Kenneth Lath* Name:  
*Mayor* Title:

WASTE CONNECTIONS OF TEXAS, LLC  
By: *[Signature]* Name:  
*JOHNNY SMITH* Title:  
*RESIDENTIAL Sales MANAGER*

{00018147.DOC.2}

WASTE CONNECTIONS OF TEXAS  
FACSIMILE TRANSMITTAL SHEET

TO: Cindy King	FROM: Regena Allen
COMPANY: City of Sweeny - Waste Water Treatment Plant	DATE: 07/06/2010
FAX NUMBER: 979.548.7745	TOTAL NO. OF PAGES INCLUDING COVER: 
PHONE NUMBER: 979.548.3321	DIRECT NUMBER: 979.864.4600
EMAIL: 	EMAIL: Regenaa@Wcnx.org
REFERENCE: Service Agreement #02894	SENDER'S DIRECT FAX NUMBER: 979.848.5122

URGENT     FOR REVIEW     PLEASE COMMENT     PLEASE REPLY     PER YOUR REQUEST

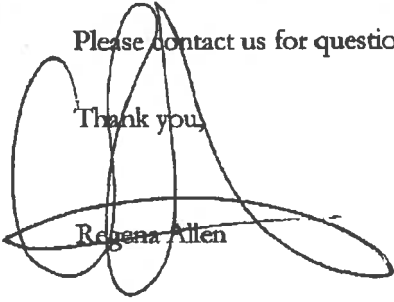
NOTES/COMMENTS:

Good afternoon City and thank you for taking my call.

Please remove, approve, sign and return to me at 979.848.5122.

Please contact us for questions.

Thank you,



Regena Allen



WASTE CONNECTIONS OF TEXAS  
 2010 Wilson Road  
 Humble, TX 77396  
 (281) 446-0239 • Fax (281) 446-1949

**SERVICE AGREEMENT**  
 NON HAZARDOUS WASTE

No. **02894**

CUSTOMER ACCOUNT NO. 300612

REASON CODE

EFFECTIVE DATE 07/01/2010

ACCOUNT NAME \_\_\_\_\_  
 SERVICE ADDRESS \_\_\_\_\_  
 CITY, ZIP \_\_\_\_\_  
 COUNTY \_\_\_\_\_  
 TEL. # \_\_\_\_\_ FAX # \_\_\_\_\_  
 CONTACT \_\_\_\_\_

BILLING NAME City of Sweeny  
 BILLING ADDRESS Waste Water Treatment  
 CITY, ZIP 2305 Avenue A  
 COUNTY Sweeny TX 77480  
 TEL. # 979-540-3921 FAX # 979-540-7445  
 CONTACT Cindy King

**EQUIPMENT/SERVICE SPECIFICATIONS**

Loc.	System	Quantity	Size	Lids	Wheels	Lock	Frequency	Schedule & Route No.	Charge(s)	Month	
			<u>3yd</u>				<u>small</u>	Mon. Tues. Wed. Thurs. Fri. Sat. \$		Lift C	
<b>NEW</b>										Month C	
										Mon. Tues. Wed. Thurs. Fri. Sat. \$	Lift C
										Mon. Tues. Wed. Thurs. Fri. Sat. \$	Month C
										Mon. Tues. Wed. Thurs. Fri. Sat. \$	Lift C
Map Code / Driver Notes:										Total	
<b>OLD</b>										Month C	
										Mon. Tues. Wed. Thurs. Fri. Sat. \$	Lift C
										Mon. Tues. Wed. Thurs. Fri. Sat. \$	Month C
										Mon. Tues. Wed. Thurs. Fri. Sat. \$	Lift C
NET CHANGE									\$	Month C	

SPECIAL INSTRUCTIONS Daily Rental - 3.00 Adag

CA-WWT - POTW Sludge Proble - 5BL-10 0221

CUSTOMER DEPOSIT \_\_\_\_\_ RENEWABLE \_\_\_\_\_  
 P.O. NUMBER \_\_\_\_\_ TERM \_\_\_\_\_  
 JOB NUMBER \_\_\_\_\_  
 RECEIPT REQUIRED? \_\_\_\_\_  
 TAXABLE \_\_\_\_\_ BILL TO ACCT # \_\_\_\_\_  
 SIC \_\_\_\_\_ DISPOSAL SITE \_\_\_\_\_

**SCHEDULE OF CHARGES**

Service Charge per Month	\$ <u>90.00</u>
Casters/Locks	\$
Extra Pick-up Charges Per Lift	\$
Per Yard/Ton	\$
Hauling per Load	\$
Disposal per Load	<u>EACH Ton \$ 23.70</u>
Total per Load	\$ <u>162.00</u>
Delivery Charge	\$ <u>135.00</u>
Scheduled Charge	\$
Removal Charge	\$
Equipment Rental	\$

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON REVERSE SIDE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF CUSTOMER.

CUSTOMER  
Cindy King  
 (AUTHORIZED SIGNATURE)  
Interim Waste Manager (TITLE)  
7-6-10 (DATE)  
 NAME (PRINT OR TYPE) Cindy King  
 6033 OFFICE

CONTRACTOR  
[Signature]  
 (AUTHORIZED SIGNATURE)  
7/6/2010 (DATE)  
 TERRITORY NUMBER 307

**Signature Page**

**SERVICE PROVIDER**

**Republic Waste Services of Texas, Ltd.**

**10554 Tanner Road**

**Houston, Texas 77041**

**By its General Partner:**

**Republic Waste Services of Texas GP, a Delaware Corporation**

By: 

**William C. Linthicum, Vice President**

Signed this 17<sup>th</sup> day of Aug 2006

WITNESS:

  
**REPUBLIC WASTE**

**CITY OF SWEENEY**

**City Hall**

**102 West Ashley Wilson Road**

**Sweeny, Texas 77480**

**Attn: City Manager**

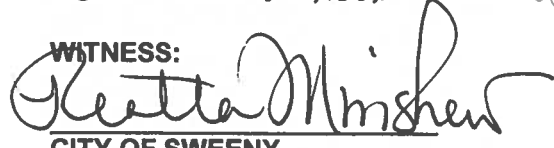
By: 

**Hon. Larry G. Piper, Mayor**

Signed this 15<sup>th</sup> day of AUG., 2006

*for 5 years  
aug 2011*

WITNESS:

  
**CITY OF SWEENEY**

**Exhibit A**

**Solid Waste Collection Rates – City of Sweeny**

**Exhibit "A" - Commercial Hand Collection and Commercial Front Load Service**

<b>90 Gallon Container Monthly Fee - Times picked up per week</b>				
	<u>1 time</u>	<u>2 times</u>	<u>3 times</u>	<u>4 times</u>
First Container	\$21.00	\$33.50	\$46.00	\$58.50
Each Additional Container	\$11.50	\$23.00	\$34.50	\$46.00
Replacement of Carts due to negligence by customer - \$45 each				

<b><u>Front Load Container Monthly Fee - Times picked up per week</u></b>							
	<u>1 time</u>	<u>2 times</u>	<u>3 times</u>	<u>4 times</u>	<u>5 times</u>	<u>6 times</u>	
Two Yard Container	\$44.00	\$78.00	\$113.00	\$147.00	\$182.00	\$223.00	
Three Yard Container	\$60.00	\$99.00	\$138.00	\$177.00	\$216.00	\$261.00	
Four Yard Container	\$70.00	\$114.00	\$157.00	\$201.00	\$244.00	\$294.00	
Six Yard Container	\$92.00	\$149.00	\$211.00	\$273.00	\$335.00	\$396.00	
Eight Yard Container	\$108.00	\$190.00	\$273.00	\$355.00	\$438.00	\$520.00	
Casters and Locking Devices	\$5.00 per item per month						
<b><u>Front Load Compactor Service</u></b>							
	<u>1 time</u>	<u>2 times</u>	<u>3 times</u>	<u>4 times</u>	<u>5 times</u>	<u>6 times</u>	<u>Monthly Rental</u>
Two Yard Container	\$88.00	\$156.00	\$226.00	\$294.00	\$364.00	\$446.00	\$300.00
Three Yard Container	\$120.00	\$198.00	\$276.00	\$354.00	\$432.00	\$522.00	\$300.00
Four Yard Container	\$140.00	\$228.00	\$314.00	\$402.00	\$488.00	\$588.00	\$300.00
Six Yard Container	\$184.00	\$298.00	\$422.00	\$546.00	\$670.00	\$792.00	\$300.00
Eight Yard Container	\$216.00	\$380.00	\$546.00	\$710.00	\$876.00	\$1,040.00	\$300.00
Casters and Locking Devices	\$5.00 per item per month						

<b><u>Front Load Container - Extra pick up fee</u></b>					
	<u>2 Yard</u>	<u>3 Yard</u>	<u>4 Yard</u>	<u>6 Yard</u>	<u>8 Yard</u>
Each Extra Pick Up	\$40.00	\$42.00	\$44.00	\$48.00	\$55.00
Delivery Charges and discontinued removals	\$50.00 per container				

**Exhibit B****Solid Waste Collection Rates – City of Sweeny  
Exhibit "B" - Commercial Roll Off and Commercial Compactor Service**

<b>Commercial Roll Off Container</b>					
	<b><u>Delivery</u></b>	<b><u>Day Rental</u></b>	<b><u>Haul</u></b>	<b><u>Deposit</u></b>	
20 Yard	\$125.00	\$3.00	\$315.00	none	
30 Yard	\$125.00	\$3.00	\$350.00	none	
40 Yard	\$125.00	\$3.00	\$375.00	none	
Additional \$20 per ton for over 6 tons for all sizes					
<b>Compactor Service</b>					
	<b><u>Delivery</u></b>	<b><u>Day Rental</u></b>	<b><u>Haul</u></b>	<b><u>Install</u></b>	<b><u>Deposit</u></b>
28 Yard	\$125.00	\$11.67	\$345.00	\$600.00	none
30 Yard	\$125.00	\$11.67	\$360.00	\$600.00	none
35 Yard	\$125.00	\$11.67	\$385.00	\$600.00	none
40 Yard	\$125.00	\$11.67	\$360.00	\$600.00	none
42 Yard	\$125.00	\$16.50	\$385.00	\$600.00	none

Free Trial



Log In

# US Retail Diesel Price (I:USRDP)

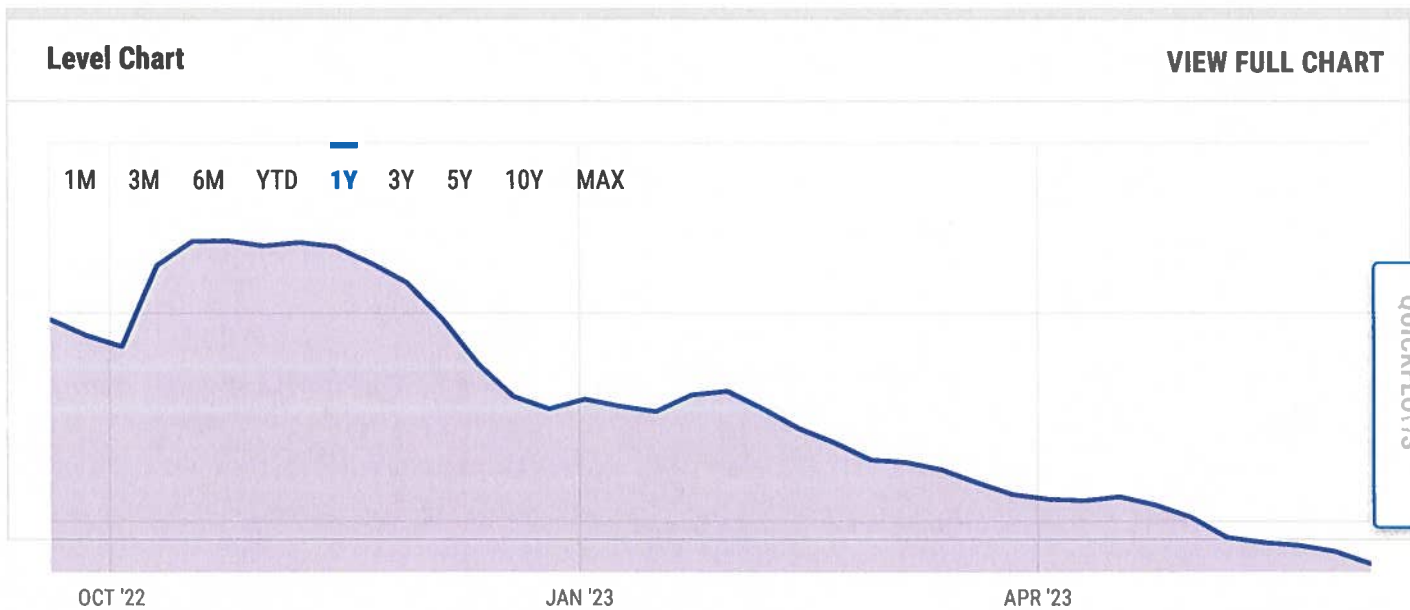
4.54 USD/gal for Wk of Sep 11 2023



+ WATCHLIST

Overview

Interactive Chart



## Basic Info

US Retail Diesel Price is at a current level of 4.54, up from 4.492 last week and down from 5.084 one year ago. This is a change of 1.07% from last week and -10.70% from one year ago.

The US Retail Diesel Price is the average price that retail consumers pay per gallon of diesel fuel. Diesel prices are important to analyze because of the large consumption by the trucking, freight, and construction industries. Diesel prices closely follow oil prices.

Report	Weekly Retail Gasoline and On-Highway Diesel Prices	Region	United States
		Source	Energy Information Administration
Category	Energy		

### Stats

Last Value	4.54	Value from Last Week	4.492
Latest Period	Sep 11 2023	Change from Last Week	1.07%
Last Updated	Sep 11 2023, 18:10 EDT	Value from 1 Year Ago	5.084
Next Release	Sep 18 2023, 16:30 EDT	Change from 1 Year Ago	-10.70%
Average Growth Rate	5.70%	Frequency	Weekly
		Unit	USD per Gallon
		Adjustment	N/A
		Download Source File	Upgrade
		Notes	All types; retail sales by all sellers.

QUICKFLO/IS

### Historical Data

View and export this data back to 1994. [Upgrade now.](#)

Date	Value	Date	Value
September 11, 2023	4.54	March 20, 2023	4.185
September 04, 2023	4.492	March 13, 2023	4.247



<b>Date</b>	<b>Value</b>	<b>Date</b>	<b>Value</b>
August 28, 2023	4.475	March 06, 2023	4.282
August 21, 2023	4.389	February 27, 2023	4.294
August 14, 2023	4.378	February 20, 2023	4.376
August 07, 2023	4.239	February 13, 2023	4.444
July 31, 2023	4.127	February 06, 2023	4.539
July 24, 2023	3.905	January 30, 2023	4.622
July 17, 2023	3.806	January 23, 2023	4.604
July 10, 2023	3.806	January 16, 2023	4.524
July 03, 2023	3.767	January 09, 2023	4.549
June 26, 2023	3.801	January 02, 2023	4.583
June 19, 2023	3.815	December 26, 2022	4.537
June 12, 2023	3.794	December 19, 2022	4.596
June 05, 2023	3.797	December 12, 2022	4.754
May 29, 2023	3.855	December 05, 2022	4.967
May 22, 2023	3.883	November 28, 2022	5.141
May 15, 2023	3.897	November 21, 2022	5.233
May 08, 2023	3.922	November 14, 2022	5.313
May 01, 2023	4.018	November 07, 2022	5.333
April 24, 2023	4.077	October 31, 2022	5.317
April 17, 2023	4.116	October 24, 2022	5.341
April 10, 2023	4.098	October 17, 2022	5.339
April 03, 2023	4.105	October 10, 2022	5.224

# Texas Retail Gas Price (I:TGRP)

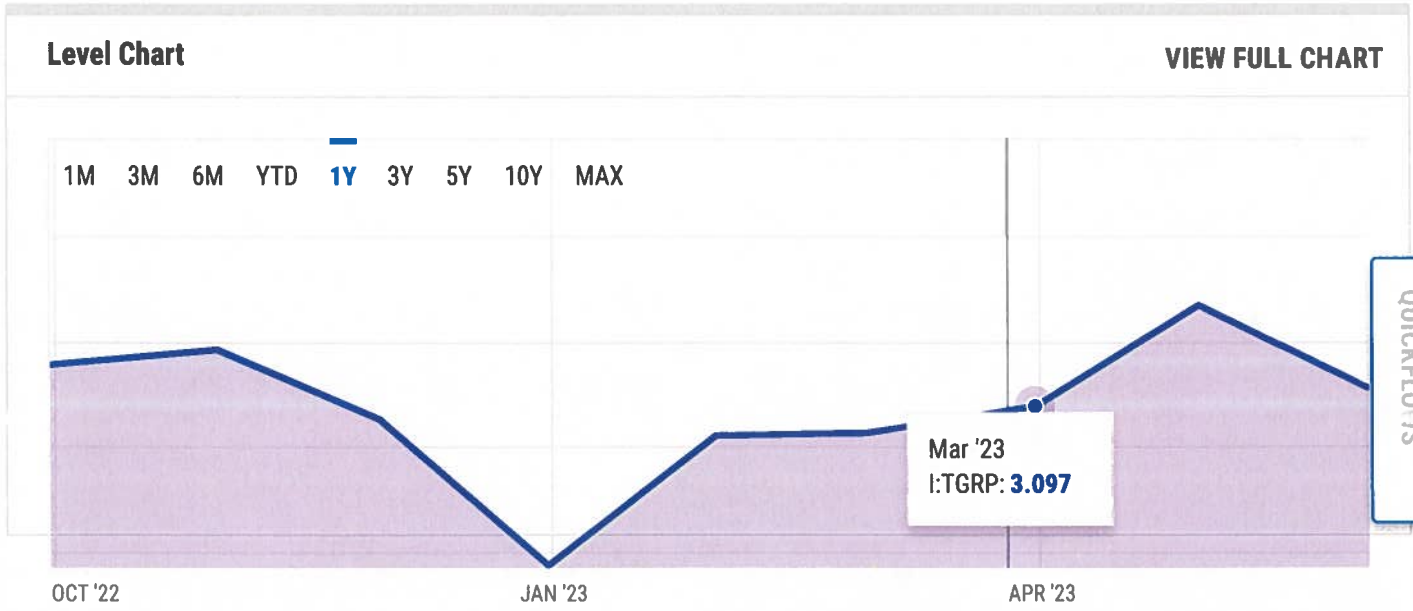
3.498 USD/gal for Aug 2023



+ WATCHLIST

Overview

Interactive Chart



## Basic Info

Texas Retail Gas Price is at a current level of 3.498, up from 3.312 last month and down from 3.535 one year ago. This is a change of 5.62% from last month and -1.05% from one year ago.

Report

Weekly Retail Gasoline  
and On-Highway Diesel  
Prices

Region

Texas

Item 4.

Source

Energy Information  
Administration

Category

Energy

**Stats**

Last Value	3.498	Value from Last Month	3.312
Latest Period	Aug 2023	Change from Last Month	5.62%
Last Updated	Aug 28 2023, 18:13 EDT	Value from 1 Year Ago	3.535
Next Release	Sep 18 2023, 16:30 EDT	Change from 1 Year Ago	-1.05%
Average Growth Rate	6.49%	Frequency	Monthly
		Unit	USD per Gallon
		Adjustment	N/A
		Download Source File	Upgrade
		Notes	Includes both conventional and reformulated areas and all grades of gasoline.

QUICKFLOW/S

**Historical Data**

View and export this data back to 2000. [Upgrade now.](#)

Date	Value	Date	Value
August 31, 2023	3.498	July 31, 2021	2.861
July 31, 2023	3.312	June 30, 2021	2.785
June 30, 2023	3.201	May 31, 2021	2.74
May 31, 2023	3.139	April 30, 2021	2.605

Date	Value	Date	Value
April 30, 2023	3.335	March 31, 2021	2.585
March 31, 2023	3.097	February 28, 2021	2.259
February 28, 2023	3.033	January 31, 2021	2.085
January 31, 2023	3.026	December 31, 2020	1.932
December 31, 2022	2.719	November 30, 2020	1.814
November 30, 2022	3.065	October 31, 2020	1.878
October 31, 2022	3.23	September 30, 2020	1.912
September 30, 2022	3.194	August 31, 2020	1.918
August 31, 2022	3.535	July 31, 2020	1.933
July 31, 2022	4.144	June 30, 2020	1.804
June 30, 2022	4.67	May 31, 2020	1.562
May 31, 2022	4.165	April 30, 2020	1.595
April 30, 2022	3.784	March 31, 2020	2.008
March 31, 2022	3.938	February 29, 2020	2.161
February 28, 2022	3.253	January 31, 2020	2.292
January 31, 2022	3.005	December 31, 2019	2.285
December 31, 2021	2.967	November 30, 2019	2.299
November 30, 2021	3.073	October 31, 2019	2.324
October 31, 2021	2.976	September 30, 2019	2.358
September 30, 2021	2.859	August 31, 2019	2.405
August 31, 2021	2.867	July 31, 2019	2.52



# AGENDA MEMO

## Business of the City Council

### City of Sweeny, Texas

<b>Meeting Date</b>	09/19/2023	<b>Agenda Item</b>	
<b>Approved by City Manager</b>		<b>Presenter(s)</b>	Kaydi Smith
<b>Reviewed by City Attorney</b>		<b>Department</b>	Developmental Services
<b>Subject</b>	Discussion/ Possible action to possible replat for proposal of subdivision at 908 E 2nd Street; Doug Kirk		
<b>Attachments</b>	Proposed Replat		
<b>Financial Information</b>	Expenditure Required:		
	Amount Budgeted:		
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

#### Executive Summary

Preliminary replat sketch has been provided by the developer, Doug Kirk, for a proposed subdivision at 908 E 2<sup>nd</sup> Street. This property is approximately two (2) acres and is currently platted as one property. Developer is looking to replat into nine separate properties, in order to create a residential subdivision, with each property containing a minimum 1400 square foot residential dwelling.

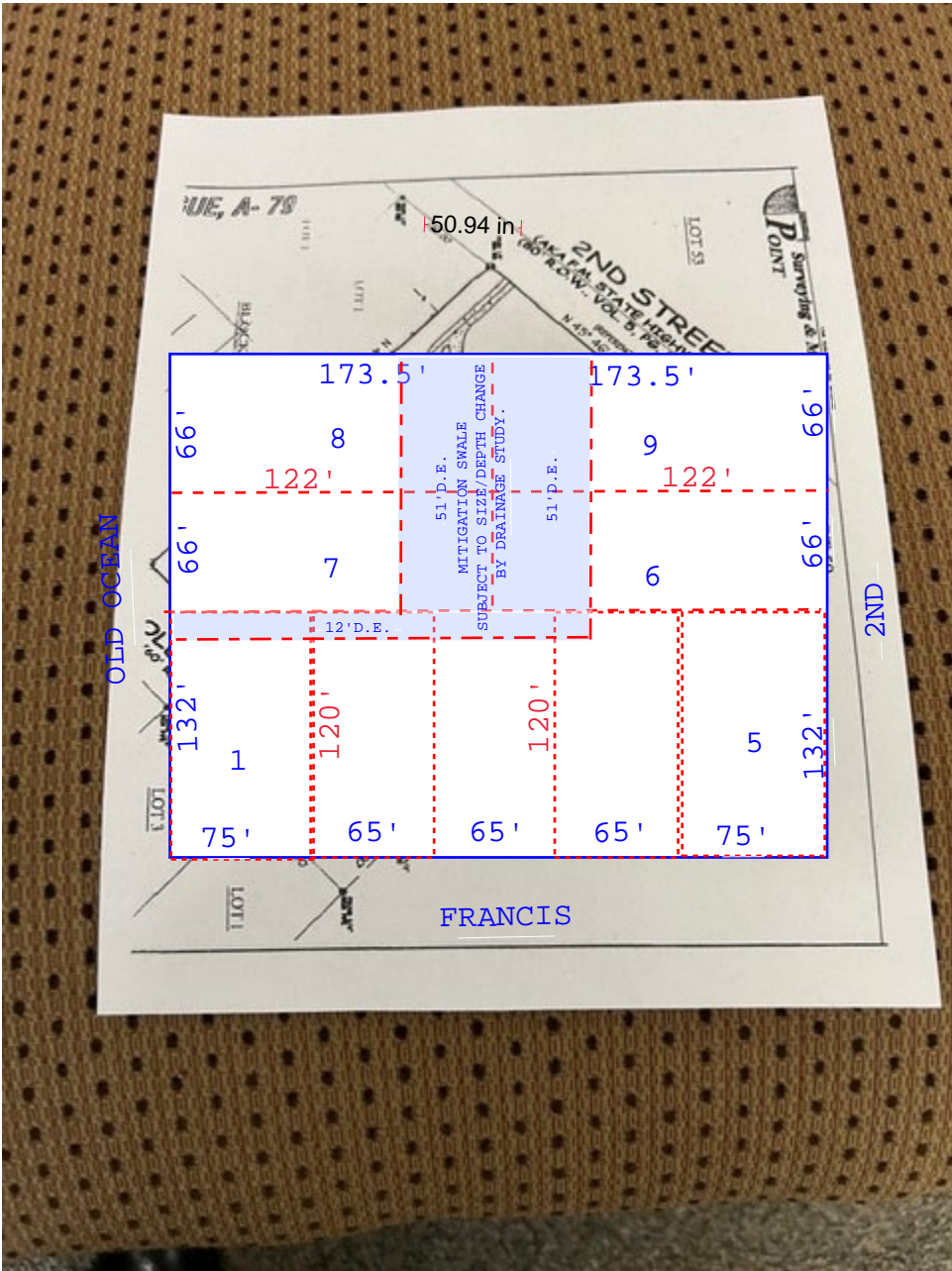
This is a preliminary sketch. \*\* If approved, developer would still be required to complete a drainage study, submit LNO's from the Drainage District and have both reviewed by City Engineers. They would need submit for and possible variance requests and/or residential zone change all prior to the final submission before Council for approvals. Developer would also be required to submit all building plans for each structure and follow the reveiwal process.

Developer is requesting council's authorization to proceed in the preliminary re-platting process of a proposed subdivision being developed at the current address of 908 E 2<sup>nd</sup> Street prior to completing extensive engineering costs.

#### Recommended Action

Council's discretion on allowance/continuation/denial of proceeding with the proposed subdivision at 908 E 2<sup>nd</sup>.

**From:** [REDACTED]  
**Sent:** Wednesday, August 10, 2022 4:11 PM  
**To:** [REDACTED]  
**Subject:** IMG\_0988.jpeg



Sent from my iPhone



# AGENDA MEMO

## Business of the City Council

### City of Sweeny, Texas

<b>Meeting Date</b>	09/19/2023	<b>Agenda Item</b>	
<b>Approved by City Manager</b>		<b>Presenter(s)</b>	Ashley Rambo
<b>Reviewed by City Attorney</b>		<b>Department</b>	Beautification
<b>Subject</b>	Discussion/Possible action to approve appointment of new positions within the Sweeny Beautification Committee		
<b>Attachments</b>			
<b>Financial Information</b>	Expenditure Required:		
	Amount Budgeted:		
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

#### Executive Summary

Two members of the Sweeny Beautification Committee have resigned and new positions have been allocated within the Sweeny Beautification Committee. President Abby Klutz and Treasurer Laurie Martinez have resigned. Ashley Rambo previously held position but has been promoted to president as stated below with the newly elected positions. (3 changes)

New positions:

Ashley Rambo, President

Jenny Massey, Vice President

Joanna Rambo, Secretary

Michelle Medina, Treasurer

Wayman Hutchings, Parliamentarian

#### Recommended Action

To approve the appointment of new positions within the Sweeny Beautification Committee with Ashley Rambo as President, Jenny Massey as Vice President, Joanna Rambo as Secretary, Michelle Medina as Treasurer, and Wayman Hutchings as Parliamentarian.



# Minutes: August 3, 2023

**ATTENDANCE:** Ashley Rambo, Laurie Martinez, Joanna Rambo, Jenny Massey, Nicky Ordonez, Michelle Medina, Claudia Garza, Ellen Farley, Ashley Lemon, Candice Byers

**TREASURER'S REPORT:** \$20, 885.69 after pending checks to Sweeny Graphics (\$606.22) and United (\$1,387.75) have fully processed.

## CONTINUING BUSINESS:

### PARKS AND RECREATION ANNUAL FEE:

- Motion made by Michelle and seconded by Jenny to have this topic tabled until Sweeny City Council makes a decision on the matter.
  - Motion carried.

### PAINTING CITY HALL:

- Saturday, September 30, 2023
  - Painting handicap spaces - blue
  - Painting vehicle parking stripes – yellow
  - Painting caution curbside – yellow
- Cost of paint
  - Lowes
    - Valspar zone yellow latex marking paint – 1 gallon \$34.98
    - Valspar zone blue latex marking paint – 1 gallon \$ 14.98
    - Rust-oleum professional yellow marking paint – Spray can \$9.98
  - Litzler's
    - Yellow latex marking paint – 1 gallon \$31.99
    - Blue latex marking paint – 1 gallon \$ 31.99
    - Yellow spray can \$11.99



**KEEP TEXAS BEAUTIFUL:**

- Motion made by Michelle and seconded by Jenny to table this topic until next meeting.
  - Motion carried.

**NEW BUSINESS:****OFFICER RESIGNATIONS:**

- Both Abby and Laurie have submitted formal letters of resignation for the positions of President and Treasurer, respectively.
- Motion made by Michelle and seconded by Jenny to accept these resignations.
  - Motion carried.
- Motion made by Claudia and seconded by Jenny to promote Ashley to president.
  - Motion carried.
- Motion made by Claudia and seconded by Joanna to nominate Jenny as Vice President to finish out the 1 year term.
  - Motion carried.
- Motion made by Claudia and seconded by Joanna to nominate Michelle as Treasurer.
  - Motion carried.

**ADOPT A SPOTS:**

- Ellen has been appointed the chairman of Adopt A Spots.

**MAIN STREET CLEAN UP:**

- October 7, 2023
- Joanna will make a flyer to promote the event
- Ellen and Ashley will reach out to local businesses for participation.
- Ashley will reach out to the SISD superintendent, Mr. Fuller for teacher/staff/student participation.

### HALLOWEEN IN THE PARK 2023:

- October 28, 2023
- Sweeny Beautification has been asked to participate by having a booth to pass out candy and create a game for kids to play at the event. We will need someone to operate the booth.
- Michelle and Ashley will be judging the costume contest again this year.

### HALLOWEEN 5K 2023:

- October 28, 2023 at 5pm
- We are keeping the previous name of BooDog Dash 5K
- Jenny will make a flyer to promote the event
- Jenny will work on shirt designs

### CHRISTMAS IN THE PARK 2023:

- December 2, 2023
- Theme will be something similar from last year so we can use a lot of the same decorations from the candy land theme
  - Current ideas for theme are
    - Sweet Christmas
    - Candy Christmas
- We will be doing the walk of trees
- Ellen will ask if Sweeny Rotary is doing the ornament contest this year and if not we would try to pick up the contest to do ourselves

### JR. HIGH VALENTINE'S DANCE 2024:

- Jenny will find out when the school is doing their dance so we do not interfere with the school
  - We will pick a date after we find out and possibly try for February 9 2024
- We will try to reserve the community center for the event
  - Rental cost is \$290

### MARDI GRAS 2024:

- February 10, 2024

**BANK ACCOUNT:**

- **Motion made by Ashley and seconded by Jenny to remove Abby and Laurie from the Sweeny Beautification bank account and add Michelle and Joanna to the account.**
  - **Motion carried.**
- **Prior credit and debit cards need to be suspended and removed from online access and new cards need to be issued after bank account authorization has been changed.**

**NEXT MEETING: SEPTEMBER 7, 2023**

**Respectfully Submitted,**

**Joanna Rambo, Secretary**





# CITY OF SWEENY

Rev. 0 (4/28/2020)

Item 7.

102 W. Ashley Wilson Rd. • PO Box 248 • Sweeny, Texas 77480 • P: (979) 548-3321 • F: (979) 548-7745

The following will be used to request an item to be placed on the agenda with the Sweeny City Council.

**Personal Information:**

Name: Ashley Rambo

Mailing Address: \_\_\_\_\_

Physical Address: 706 oak wilde st

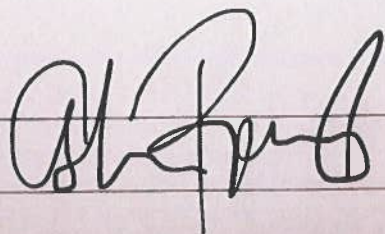
Email(s): \_\_\_\_\_

Phone(s): (979) 313-3653

**Please include detail of the item you wish to be placed on the agenda.**

Discuss and possible action for Sweeny Beautification Committee

- Remove Abby Klutz and Laurie Martinez from Sweeny Beautification Bank account and add Michelle Medina and Joanna Rambo

Signature:  Date: 9/6/23

*Requests must be received by the City Manager and are due back by Close of Business (COB) on the 8<sup>th</sup> Business Day of the month.*

*Once Council has acted on an agenda item; that item cannot be placed on the agenda for a period of six (6) full months. Exception is provided if three members of Council ask that the item be returned early to the agenda, or the Mayor or City Manager determines it is in the interest of the City to do so.*

# Minutes: August 3, 2023

**ATTENDANCE:** Ashley Rambo, Laurie Martinez, Joanna Rambo, Jenny Massey, Nicky Ordonez, Michelle Medina, Claudia Garza, Ellen Farley, Ashley Lemon, Candice Byers

**TREASURER'S REPORT:** \$20, 885.69 after pending checks to Sweeny Graphics (\$606.22) and United (\$1,387.75) have fully processed.

## CONTINUING BUSINESS:

### PARKS AND RECREATION ANNUAL FEE:

- Motion made by Michelle and seconded by Jenny to have this topic tabled until Sweeny City Council makes a decision on the matter.
  - Motion carried.

### PAINTING CITY HALL:

- Saturday, September 30, 2023
  - Painting handicap spaces - blue
  - Painting vehicle parking stripes – yellow
  - Painting caution curbside – yellow
- Cost of paint
  - Lowes
    - Valspar zone yellow latex marking paint – 1 gallon \$34.98
    - Valspar zone blue latex marking paint – 1 gallon \$ 14.98
    - Rust-oleum professional yellow marking paint – Spray can \$9.98
  - Litzler's
    - Yellow latex marking paint – 1 gallon \$31.99
    - Blue latex marking paint – 1 gallon \$ 31.99
    - Yellow spray can \$11.99



**KEEP TEXAS BEAUTIFUL:**

- Motion made by Michelle and seconded by Jenny to table this topic until next meeting.
  - Motion carried.

**NEW BUSINESS:****OFFICER RESIGNATIONS:**

- Both Abby and Laurie have submitted formal letters of resignation for the positions of President and Treasurer, respectively.
- Motion made by Michelle and seconded by Jenny to accept these resignations.
  - Motion carried.
- Motion made by Claudia and seconded by Jenny to promote Ashley to president.
  - Motion carried.
- Motion made by Claudia and seconded by Joanna to nominate Jenny as Vice President to finish out the 1 year term.
  - Motion carried.
- Motion made by Claudia and seconded by Joanna to nominate Michelle as Treasurer.
  - Motion carried.

**ADOPT A SPOTS:**

- Ellen has been appointed the chairman of Adopt A Spots.

**MAIN STREET CLEAN UP:**

- October 7, 2023
- Joanna will make a flyer to promote the event
- Ellen and Ashley will reach out to local businesses for participation.
- Ashley will reach out to the SISD superintendent, Mr. Fuller for teacher/staff/student participation.

### HALLOWEEN IN THE PARK 2023:

- October 28, 2023
- Sweeny Beautification has been asked to participate by having a booth to pass out candy and create a game for kids to play at the event. We will need someone to operate the booth.
- Michelle and Ashley will be judging the costume contest again this year.

### HALLOWEEN 5K 2023:

- October 28, 2023 at 5pm
- We are keeping the previous name of BooDog Dash 5K
- Jenny will make a flyer to promote the event
- Jenny will work on shirt designs

### CHRISTMAS IN THE PARK 2023:

- December 2, 2023
- Theme will be something similar from last year so we can use a lot of the same decorations from the candy land theme
  - Current ideas for theme are
    - Sweet Christmas
    - Candy Christmas
- We will be doing the walk of trees
- Ellen will ask if Sweeny Rotary is doing the ornament contest this year and if not we would try to pick up the contest to do ourselves

### JR. HIGH VALENTINE'S DANCE 2024:

- Jenny will find out when the school is doing their dance so we do not interfere with the school
  - We will pick a date after we find out and possibly try for February 9 2024
- We will try to reserve the community center for the event
  - Rental cost is \$290

### MARDI GRAS 2024:

- February 10, 2024

**BANK ACCOUNT:**

- **Motion made by Ashley and seconded by Jenny to remove Abby and Laurie from the Sweeny Beautification bank account and add Michelle and Joanna to the account.**
  - **Motion carried.**
- **Prior credit and debit cards need to be suspended and removed from online access and new cards need to be issued after bank account authorization has been changed.**

**NEXT MEETING: SEPTEMBER 7, 2023**

**Respectfully Submitted,**

**Joanna Rambo, Secretary**





# CITY OF SWEENY

Rev. 0 (4/28/2020)

Item 8.

102 W. Ashley Wilson Rd. • PO Box 248 • Sweeny, Texas 77480 • P: (979) 548-3321 • F: (979) 548-7745

The following will be used to request an item to be placed on the agenda with the Sweeny City Council.

### Personal Information:

Name: John Rambo  
Mailing Address: \_\_\_\_\_  
Physical Address: 706 oak wilde st  
Email(s): Jrambo@sweenytx.gov  
Phone(s): 713 492-7279

Please include detail of the item you wish to be placed on the agenda.

Discuss & possible action on process & cost of returning water softeners to service.

Signature: [Handwritten Signature] Date: 9/6/23

Requests must be received by the City Manager and are due back by Close of Business (COB) on the 8<sup>th</sup> Business Day of the month.

Once Council has acted on an agenda item; that item cannot be placed on the agenda for a period of six (6) full months. Exception is provided if three members of Council ask that the item be returned early to the agenda, or the Mayor or City Manager determines it is in the interest of the City to do so.



# AGENDA MEMO

Business of the City Council  
City of Sweeny, Texas

<b>Meeting Date</b>	09/19/2023	<b>Agenda Item</b>	
<b>Approved by City Manager</b>		<b>Presenter(s)</b>	City Engineer
<b>Reviewed by City Attorney</b>		<b>Department</b>	Administration
<b>Subject</b>	Discussion / Possible action on presentation for CIP initiatives; City Engineer		
<b>Attachments</b>	Email		
<b>Financial Information</b>	Expenditure Required:		
	Amount Budgeted:		
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

**Executive Summary**

City Engineer, William Huebner, will present Council with a options, cost opinions, and suggestions on projects needed upon starting the Capital Improvement Projects.

**Recommended Action**

## Lindsay Koskiniemi

---

**From:** Huebner, William <William.Huebner@strand.com>  
**Sent:** Friday, August 11, 2023 10:41 AM  
**To:** Lindsay Koskiniemi  
**Cc:** Clarence Wittwer; Kaydi Smith  
**Subject:** City of Sweeny Master Plan

We appreciate the opportunity to assist the City of Sweeny in preparing a master plan for the City's water, wastewater and natural gas system. I have prepared below, a list of scope items and costs for you and the Council to consider.

### Basic Scope

#### Water

1. Review existing records including water usage, distribution system mapping, existing infrastructure like wells, tanks, pumps and treatment units.
2. Compare existing infrastructure capacities per TCEQ regulations with existing number of connections to determine any shortfalls or surplus.
3. Identify needs for additional capacity based on a 30 year planning period and population projections from sources including Texas Water Development Board and HGAC. Develop cost opinions for the construction of needed improvements.
4. Update mapping based on recent utility improvement projects and other changes known by Staff to create the most up to date mapping for the water system.
5. Identify distribution lines that are in need of replacement, prioritize the list and provide cost opinions of cost for their construction.

#### Wastewater

1. Evaluate the City's existing WWTP and 5 existing lift stations and provide report on needed improvements. Provide cost opinions for these improvements.
2. Identify needs for additional capacity based on a 30 year planning period and population projections from sources including Texas Water Development Board and HGAC. Develop cost opinions for the construction of needed improvements.
3. Update mapping based on recent utility improvement projects and other changes known by Staff to create the most up to date mapping for the water system.
4. Identify collection system lines that are in need of replacement, prioritize the list and provide opinions of cost for their construction.

#### Natural Gas System

1. Assist City in doing an audit of their gas distribution system to determine the accuracy of their mapping and identify locations of steel and poly line. May require City Staff to excavate strategic locations to identify line locations, size and type.
2. Evaluate the condition of the City's existing purchasing station, border station and regulator station to identify any needed improvements. Provide opinion of probable cost for these improvements.
3. Update gas system mapping as needed.

Total fee for the Base Bid scope of work would be approximately \$85,000. The following additional services can be added to the scope for the approximate fee listed. Depending on what is selected, there may be some savings. Each of the following fees are based on it as a stand alone project. For instance, if the GIS and water model are both selected, there are some efficiencies there that should reduce the combined fee since both

require GIS work which can be combined. Once the City has decided on the final scope for the project, w prepare an agreement and adjust the fee as best we can.

**Additional Services**

1. Merge AutoCAD, paper and GIS mapping for the water, wastewater and natural gas systems into a single Geographic Information System. Incorporate the City’s existing roadway assessment information as an additional layer and include other publicly available layers such as appraisal district parcel information, FEMA flood layers, Lidar elevation mapping, etc. \$15,000
2. Create a water system hydraulic model using WaterGems. Run scenarios for existing system as well as potential improved system with fire demands and other potential development demands to determine low pressure/flow areas in the system. Create a model to allow Public Works to determine flow direction when flushing lines to help improve the cleaning of the distribution system. Identify areas where existing lines need to be increased in size or new lines are needed to connect dead ends to improve fire flows and pressures. Prepare cost opinion for these improvements. \$50,000
3. Provide smoke testing of entire wastewater collection system as well as physical inspection of all manholes (approximately 138,500 LF of pipe and 245 manholes) to determine sources of infiltration and inflow (I/I). Prepare reports, including main line as well as service line leak reports. Service line leak reports can be forwarded by the City to customers to repair leaks on the private side of the system. Use data from report to identify lines and manholes in need of replacement to reduce I/I. Provide cost opinions for these improvements. \$160,000
4. Conduct Water/Wastewater/Gas Utility rate study. Create spreadsheets using City provided customer data to compare current rates to proposed rates and estimate increased revenue. Information from this study will help with estimating impacts on utility rates when paying off debt through loans or other funding programs as required. \$22,000
5. Create a wastewater hydraulic model to evaluate the system’s performance during various rainfall events. Includes the use of flow monitoring equipment installed at strategic points along the system to record increased flows during storm events. Identify collection lines that cannot handle rain events and need replacement. Provide cost opinions for these improvements. \$65,000
6. Create a natural gas distribution system model to evaluate the pressures and flow on the system during extreme usage (winter storm or industrial customer) to identify any low pressure areas or flow restrictions. Identify distribution lines that need to be increased in size or additional lines to connect dead ends to improve pressures and flows. Provide cost opinions for these improvements. \$45,000

If you or anyone else have any questions or would like to discuss, please don’t hesitate to call. I will plan on being at the Council meeting next Tuesday at 5 to discuss this and the water treatment options. Let me know if the meeting time changes or if you need anything else.

Sincerely,



**William Huebner, P.E.**  
 Strand Associates, Inc.® (F-8405)  
 979.836.7937 ext. 6240  
[william.huebner@strand.com](mailto:william.huebner@strand.com) | [www.strand.com](http://www.strand.com)  
 P.E. (TX)







# CITY OF SWEENEY

Item 11.

Rev. 0 (4/28/2020)

102 W. Ashley Wilson Rd. • PO Box 248 • Sweeny, Texas 77480 • P: (979) 548-3321 • F: (979) 548-7745

The following will be used to request an item to be placed on the agenda with the Sweeny City Council.

**Personal Information:**

Name: John Rambo

Mailing Address: \_\_\_\_\_

Physical Address: 706 oak wilde st

Email(s): jerambo@sweenytx.gov

Phone(s): (713) 492-7279

Please include detail of the item you wish to be placed on the agenda.

Discuss and possible action for adding street lamps in various location along ~~Sweeny~~ Mainst./FM 524 to lessen the gaps between existing lamp to help illuminate the roadway for both safety & aesthetics.

Signature: [Signature] Date: 9/6/23

Requests must be received by the City Manager and are due back by Close of Business (COB) on the 8<sup>th</sup> Business Day of the month.

Once Council has acted on an agenda item; that item cannot be placed on the agenda for a period of six (6) full months. Exception is provided if three members of Council ask that the item be returned early to the agenda, or the Mayor or City Manager determines it is in the interest of the City to do so.





# CITY OF SWEENY

Rev. 0 (4/28/2020)

102 W. Ashley Wilson Rd. • PO Box 248 • Sweeny, Texas 77480 • P: (979) 548-3321 • F: (979) 548-7745

The following will be used to request an item to be placed on the agenda with the Sweeny City Council.

**Personal Information:**

Name: John Rambo

Mailing Address: \_\_\_\_\_


Physical Address: 706 oak wilde st

Email(s): Jarambo@sween.tx.gov

Phone(s): 713 492 7279

Please include detail of the item you wish to be placed on the agenda.

Discuss & possible action ~~adding~~ on promoting safety by adding children at play signs in highly visible areas at or near the perimeters of ~~our~~ <sup>the</sup> Sweeny parks near vehicle traffic.

Signature:  Date: 9/6/23

Requests must be received by the City Manager and are due back by Close of Business (COB) on the 8<sup>th</sup> Business Day of the month.

Once Council has acted on an agenda item; that item cannot be placed on the agenda for a period of six (6) full months. Exception is provided if three members of Council ask that the item be returned early to the agenda, or the Mayor or City Manager determines it is in the interest of the City to do so.



# AGENDA MEMO

## Business of the City Council

### City of Sweeny, Texas

<b>Meeting Date</b>	09/19/2023	<b>Agenda Item</b>	
<b>Approved by City Manager</b>		<b>Presenter(s)</b>	
<b>Reviewed by City Attorney</b>		<b>Department</b>	
<b>Subject</b>	Discussion/ Possible action on water wells on residential property; Councilman Rambo		
<b>Attachments</b>			
<b>Financial Information</b>	Expenditure Required:		
	Amount Budgeted:		
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

#### Executive Summary

Attached is information received from the City Engineer as well as allowances per surrounding cities.

City of Brazoria does not have an ordinance prohibiting, but only allow for irrigational purposes. All other utilities require connection to the City's services.

City of West Columbia does allow the drilling of water wells. There are depth and location requirements. The well cannot be connected to anything (home or commercial building) that is tied into the city's water services. They must have a permit from TCEQ and must be inspected to ensure they follow the location requirements.

#### Recommended Action

Council discretion



Section

**General Provisions**

- 154.01 Purpose
- 154.02 Definitions
- 154.03 Prohibited activities
- 154.04 Right-of-way
- 154.05 Required removal
- 154.06 Superceding regulation or statute
- 154.07 Penalty

**Well Regulations; Permits**

- 154.25 Powers and duties of City Council
- 154.26 Compliance required
- 154.27 Scope
- 154.28 Permit; work on wells
- 154.29 Application
- 154.30 Inspection before issuance
- 154.31 Execution
- 154.32 Additional permits
- 154.33 Fees; disposition
- 154.34 Casing of wells required
- 154.35 Wells contaminating other water sources
- 154.36 Defective wells
- 154.37 Abandoned wells
- 154.38 Wells outside city; abating nuisance; drilling
- 154.39 Wells imposing immediate threat; abating nuisance

**Administration and Enforcement**

- 154.50 Wellhead Protection Administrator; designation; duties
- 154.51 Noncompliance; violations
- 154.52 Variance procedure

**Cross-reference:**

*Drought Contingency Plan, see Chapter 52*

**GENERAL PROVISIONS**

**§ 154.01 PURPOSE.**

(A) This subchapter sets forth uniform requirements for the uses and the construction of facilities in or on land within 150 feet of the wells in order to promote sanitary conditions in and around such wells, to secure all such land from pollution hazards, and to enable the city to comply with all applicable state and local regulations.

(B) The objective of this subchapter is to prevent certain uses and the construction of facilities in or on land surrounding the wells, which might create a danger of pollution to the water produced from such wells.

(Ord. 105-12, passed 5-22-12)

**§ 154.02 DEFINITIONS.**

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**CITY.** The City of Sweeny, Texas.

**CITY COUNCIL.** The City Council of the City of Sweeny, Texas.

**ORDINANCE.** The ordinance establishing rules and regulations regarding sanitary and pollution control of the area in proximity to the city's public water supply wells.

**PERSON.** Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity, or its legal representatives, agents, successors, or assigns.

**WELLS.** The water wells owned and operated by the city, which are more specifically identified and described in Exhibit "A" attached to Ord. 105-12, passed 5-22-12, and made a part hereof.

(Ord. 105-12, passed 5-22-12)

### **§ 154.03 PROHIBITED ACTIVITIES.**

The following activities are prohibited within the designated areas of land surrounding the wells:

(A) Construction and/or operation of any underground petroleum and/or chemical storage tank, liquid transmission pipeline, stock pen, feedlot, dump grounds, privy, cesspool, septic tank, sewage treatment plant, sewage wet well, sewage pumping station, drainage ditch which contains industrial waste discharge or the wastes from sewage treatment systems, solid waste disposal site, land on which sewage plant or septic tank sludge is applied, land irrigated by sewage plant effluent, septic tank perforated drain field, absorption bed, evapotranspiration bed, area irrigated by low dosage, low angle spray on-site sewage facility, military facility, industrial facility, wood treatment facility, liquid petroleum and petrochemical production, storage, and/or transmission facility, Class 1, 2, 3, and/or 4 injection well, pesticide storage and/or mixing facility, abandoned well, inoperative well, improperly constructed water well of any depth, and all other construction or operations that could create an unsanitary condition is prohibited within, upon, or across all areas within a 150 foot radius of the wells. For the purposes of this subchapter, improperly constructed water wells are those wells that do not meet the surface and subsurface standards for a public water supply well.

(B) Construction and/or operation of tile or concrete sanitary sewers, sewer appurtenances, septic tanks, storm sewers, and cemeteries is specifically prohibited within, upon, or across any area of land within a 50 foot radius of the wells.

(C) Construction of homes or buildings upon any area of land within a 150 foot radius of the wells is permitted, provided the restrictions described in division (A) and (B) above are met.

(D) Normal farming and ranching operations are not prohibited by this subchapter; provided, however, livestock shall not be allowed within a 50 foot radius of the wells.

(Ord. 105-12, passed 5-22-12)

### **§ 154.04 RIGHT-OF-WAY.**

City employees, or authorized representatives of the city, bearing proper credentials and identification, shall be permitted to immediately enter upon any premises located within a 150 foot radius of any well to conduct any inspection or observation necessary to enforce this subchapter.

(Ord. 105-12, passed 5-22-12)

### **§ 154.05 REQUIRED REMOVAL.**

Any person who shall violate any provision of this subchapter shall be required to remove the prohibited construction or contamination source within 30 days after notification that they are in violation of this subchapter.

(Ord. 105-12, passed 5-22-12)

### **§ 154.06 SUPERCEDING REGULATION OR STATUTE.**

Whenever any applicable statute, regulation or permit of any state, federal, or other agency, having jurisdiction over the subject matter of this subchapter, is in conflict herewith, the stricter requirement shall apply, unless mandated otherwise.

(Ord. 105-12, passed 5-22-12)

### **§ 154.07 PENALTY.**

Any person who shall violate any provision of this subchapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$500.00. Each day of violation shall constitute a separate offense.

(Ord. 105-12, passed 5-22-12)

## **WELL REGULATIONS; PERMITS**

### **§ 154.25 POWERS AND DUTIES OF CITY COUNCIL.**

(A) The City Council or its designated agent or representative shall have the following powers:

(1) To make or have made examinations of all wells within the city and all wells outside the city limits which by under the jurisdiction of the city, privately owned or otherwise;

(2) To make or have made at any time the necessary analyses for tests of water therefrom;

(3) To go upon the land and property of the owner of a well for that purpose;

(4) To require the owner to furnish all information requested concerning a well, including, in the case of new wells, complete logs of the well showing depth to the aquifer through all geologic formations encountered; and

(5) To supervise the construction, repair, abandonment and plugging of wells with and the operation of the wells.

(B) The Council or its agent shall keep a register of all wells within the area defined in division (A)(1) above, which shall show the name of the owner, the location and the date of construction of each well, its depth and diameter, the purpose for which the well was constructed, and if abandoned, the date of abandonment. All acts authorized to be done by the City Council may be performed by such persons as may be authorized by the Council to act for it.

(Ord. 103-91, passed 12-18-90)

#### **§ 154.26 COMPLIANCE REQUIRED.**

It shall be deemed a violation of this chapter for any person to fail or refuse to comply with any order of the City Council made in conformity with and under the authority of this chapter.

(Ord. 103-91, passed 12-18-90)

#### **§ 154.27 SCOPE.**

The provisions of this chapter shall apply to all wells or other openings greater than ten feet in depth. Furthermore, the owner of any proposed well shall be required to apply and receive from the city a permit to construct a well or opening, the application for which shall supply all the information required under § 154.29 and for the permit the city shall charge and receive the fee hereinafter provided for.

(Ord. 103-91, passed 12-18-90)

#### **§ 154.28 PERMIT; WORK ON WELLS.**

It shall be unlawful for any person to drill or otherwise construct, repair, correct, abandon or plug a well, or to engage upon the work, within the limits of the area defined in § 154.25, or to employ anyone else to engage in the work, without first applying for and securing a permit from the Council or a duly authorized agent thereof. The permit may be granted with the approval of the Council's authorized agent to any person who files with the city the application hereinafter provided for and pays the fee hereinafter required, and complies with all other provisions of this chapter applicable to him or her.

(Ord. 103-91, passed 12-18-90) Penalty, see § 10.99

#### **§ 154.29 APPLICATION.**

Every application for a permit for the drilling, construction, repair and correction, abandonment or plugging of a well, shall state the name and address of the owner thereof, the purpose for which the permit is desired, which shall be done or more of the acts above-mentioned; the definite location of the well or proposed well; its approximate depth; and if for a permit for the drilling or construction or repair and correction of a water well, the estimated amount of water to be, or which is pumped daily, monthly or annually, and the use or uses for which the water will be or is required; if for a permit for the drilling or construction or for the repair and correction of a well, the proposed method of drilling or construction, or the proposed method of repair and correction, and the kind of equipment to be used, and in all cases, the name of the contractor(s), and the license number issued by the State Water Well Drillers Board, if done through a contractor, whom the owner desires to drill or construct, repair and correct or do the work pursuant to an abandonment of a well in compliance with this chapter.

(Ord. 103-91, passed 12-18-90)

#### **§ 154.30 INSPECTION BEFORE ISSUANCE.**

It shall be the duty of the City Council or its designated agent or representative to inspect the property where any well is to be drilled, sunk, dug or bored and to refuse the issuance of a permit to drill, sink, dig or bore a well in a place which does not meet with its approval as to drainage and other sanitary conditions.

(Ord. 103-91, passed 12-18-90)

#### **§ 154.31 EXECUTION.**

All permits shall be executed in triplicate, one copy to be delivered to the applicant and two copies to be retained in the office of the city.

(Ord. 103-91, passed 12-18-90)

#### **§ 154.32 ADDITIONAL PERMITS.**

It shall be unlawful for any applicant who obtains a permit to construct a well of a certain depth, to extend the well depth exceeding the depth provided for in the permit without first obtaining an additional permit therefor.

(Ord. 103-91, passed 12-18-90) Penalty, see § 10.99

**§ 154.33 FEES; DISPOSITION.**

(A) The fees to be paid to the city for the permits required by this chapter shall be as set by the city's fee schedule.

(B) All fees and other money collected by the city by virtue of this chapter shall be expended by the city to cover the expense of making examinations of wells within the city, to make or have made the necessary analyses and test of water therefrom, to supervise the construction, repair, abandonment and plugging of wells and their operation and other expenses as may be necessary to enforcement of this chapter.

(Ord. 103-91, passed 12-18-90; Am. Ord. 101-21, passed 3-16-21)

**Cross-reference:**

*Fee schedule, see § 38.01*

**§ 154.34 CASING OF WELLS REQUIRED.**

(A) (1) Every well constructed, whether drilled, dug or excavated, which encounters salt water or water containing mineral or other substance injurious to health or vegetation, shall be securely plugged and sealed or cased in a manner that the waters be confined to the stratum or strata in which found, and all wells shall be so constructed and cased in a manner that the waters be confined to the stratum or strata in which found, and all wells shall be so constructed and cased so that no water from one stratum can be reason of the construction of the well come in contact with waters from another stratum.

(2) The casing shall be set in the top of the stratum from which water is to be taken and shall be cemented in place by suitable method to be approved by the City Council or its authorized agent to the end that cement be forced up around the outside of the casing from the bottom of the casing to the surface of the ground so that all water found in the strata, except that from which water is to be used, shall be scientifically developed to accomplish the purpose mentioned, a better method may be prescribed by the city in lieu of cementing. the casing used shall be of weight per foot, not less than the following.

<b>Size of Casing Minimum</b>	<b>Weight Per Foot</b>
Four-inch	Ten pounds
Five-inch	14 pounds
Six-inch	18 pounds
Eight-inch	28 pounds
Ten-inch	40 pounds
12-inch	49 pounds
15-inch	60 pounds
18-inch	80 pounds
20-inch	89 pounds

(B) The casing shall be mechanically continuous from the point of setting the bottom of the well to a point not less than 12 inches above ground level and shall be so installed as to make impossible any leakage as against any pressures which may be encountered.

(C) If casing is of two or more diameter sizes, the different sizes shall be connected with threaded nipples or be sealed with rubber, cement or lead or by some other manner satisfactory to the city.

(Ord. 103-91, passed 12-18-90)

**§ 154.35 WELLS CONTAMINATING OTHER WATER SOURCES.**

Any well or other opening located inside the area defined in §154.02 which penetrates the underground water supply and which pollutes or contaminates any other wells or the city's water supply, is declared a nuisance, and on notice to the owner of the well, or to the operator therefor, or to his or her agent in charge of the well or of the property on which it is situated, issued by the City Council or its agent the nuisance shall be abated by the owner within ten days from the date of the notice by filling an plugging the well or opening in the manner provided for in this chapter for abandoned wells; and if he or she shall fail to abate the nuisance within the time, or if owner or his or her agent, the Council or its agent shall have the right to go on the land or property upon which the well is situated and abate the nuisance in the manner provided and the owner thereof shall be liable to the city for the cost of the work and shall pay the cost upon demand.

(Ord. 103-91, passed 12-18-90) Penalty, see § 10.99

### § 154.36 DEFECTIVE WELLS.

Every well whether dug or drilled, which for any reason does not completely prevent the mixing of water or other liquid from above and below the source of the city's water supply, or which for any reason would tend to pollute or contaminate any other well or the water in the source of the city's water supply, shall be considered a defective well and the City Council or its agent on its own initiative or upon information or complaint from any source may make an examination of any well suspected of being defective and if an examination of any well suspected of being defective and if the examination indicates in the opinion of the Council or its agent that the well is a probable source of contamination of the city water supply or any other well, or that the water from the well is unsafe for human consumption, shall issue written instructions to the owner or his or her agent in charge of the well or the property with the provisions of this chapter, and prescribe a time which in its judgment, under all the circumstances, is reasonable within which the instructions shall be complied with. It shall be unlawful for the owner or operator of the defective well to fail to comply with such instructions within the time prescribed by the City Council or its authorized agent.

(Ord. 103-91, passed 12-18-90)

### § 154.37 ABANDONED WELLS.

(A) (1) An abandoned well is:

(a) A defective well which, in the judgment of the City Council or its agent, cannot be corrected to comply with the requirements of this chapter; or

(b) Any well which has been continuously out of use for a period of six months or longer.

(2) Whenever any wells have not been in active use for more than two years, the owner or operator of the well shall report the fact to the city. Every abandoned well shall be filled and plugged with the materials and in a manner approved by the State Water Well Drillers Board that will, in their and the city's judgment, prevent the pollution and contamination of the city's water supply or the contamination of any other well within the limits of the city, and the filling and plugging shall be done under the supervision of the city and at the expense of the owner of the well.

(B) Whenever the city shall receive notice from any source of the existence of an abandoned well which has not been plugged and filled in accordance with the provisions of this chapter and/or the State Water Well Drillers Board, it shall notify the owner or agent in charge of the well or of the property upon which it is situated that the well is abandoned and shall instruct him or her to fill and plug the well in accordance with this chapter; and the owner or operator of the well shall comply with the order within 60 days after its date. Should he or she fail to so comply within the period or if, after using reasonable diligence, should the city fail to locate the owner or the agent in charge of the well or of the property upon which the well is situated, the Council or its agent may go on the land or property upon which the well is situated and fill and plug the well in the manner required by this chapter.

(C) Whenever it becomes necessary for the city to fill and plug any abandoned well the owner thereof shall be liable to the city for the cost of doing the work and shall pay the cost upon demand.

(Ord. 103-91, passed 12-18-90)

### § 154.38 WELLS OUTSIDE CITY; ABATING NUISANCE; DRILLING.

The owner or lessee of property on which any well heretofore drilled or that may be hereafter drilled outside the city which is found to be contaminating or polluting influence to the underground water-bearing strata from which the municipal water supply of the city is taken or drawn or may hereafter be taken or drawn, as well as the owner or lessee of all wells drilled inside the area defined in § 154.02 shall be subject to all the provisions hereof and all other provisions of this chapter relating to the protection of the water supply of the city, and any contaminating well may be abated, as provided therein. Any person desiring to drill a well outside of the city at any location within the radius of mile outside the city, prior to drilling the well shall fully comply with all provisions of this chapter relating to the protection of the water supply of the city, and upon failure to do so shall be punished as provided herein.

(Ord. 103-91, passed 12-18-90) Penalty, see § 10.99

### § 154.39 WELLS IMPOSING IMMEDIATE THREAT; ABATING NUISANCE.

(A) (1) Any well or other opening located inside the area defined in §154.02 which, in the sole opinion of the City Council or its agents, presents an immediate threat and menace to the health, morals, safety or general welfare of the public is declared to be a nuisance.

(2) The City Council or its agents shall have the right to go on property upon which the wells is situated and abate the nuisance in a temporary mariner.

(B) The well shall thereafter be filled and plugged by the owner after the giving of required notice and in a manner set out in § 154.37.

(C) The owner thereof shall be liable to the city for the cost of doing the temporary work under this section and shall pay the cost upon demand.

(Ord. 103-91, passed 12-18-90)

**§ 154.50 WELLHEAD PROTECTION AREA ADMINISTRATOR; DESIGNATION; DUTIES.**

(A) The is hereby appointed the Wellhead Protection Area Administrator to administer and implement the provisions of this chapter and other appropriate sections of Tex. Water Code § 26.177.

(B) Duties and responsibilities of the Wellhead Protection Area Administrator shall include, but are not limited to the following:

- (1) Maintain and hold open for public inspection all records pertaining to the provisions of this chapter;
- (2) Review water well permit applications and other permit applications where applicable to determine whether the proposed activity in the WHPA will pose a threat to the integrity of the public water supply;
- (3) Review, approve or deny (or recommend denial where authority for denial is not granted) all applications for permits required by the adoption of this chapter;
- (4) Review permits for proposed development within the WHPA(s) to assure that all necessary permits have been obtained from those federal, state, or local government agencies from which prior approval is required;
- (5) Where interpretation is needed as to the exact location of the boundaries of the WHPA(s) (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation;
- (6) When WHPA delineation has not been provided by the state (for example, upon completion of a new PWS well), delineate a one-quarter mile radius around the well and administer it in accordance with this chapter until the time as site specific determination can be made;
- (7) Coordinate the city's emergency response activities in the event a potential contamination event occurs; and
- (8) Maintain an active list of potential sources of contamination which shows the physical location, street address, contact and telephone number. This list shall be kept open for public inspection.

(Ord. 103-91, passed 12-18-90)

**§ 154.51 NONCOMPLIANCE; VIOLATIONS.**

Persons and/or entities found to be in violation of this chapter shall be notified by the City Council or its agent in writing.

(Ord. 103-91, passed 12-18-90)

**§ 154.52 VARIANCE PROCEDURES.**

(A) The Appeal Board as established by the community shall hear and render judgment on requests for variances from the requirements of this chapter.

(B) The Appeal Board shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision or determination made by the Wellhead Protection Area Administrator in the enforcement or administration of this chapter.

(C) Any person or persons aggrieved by the decision of the Appeal Board may appeal the decision in the courts of competent jurisdiction.

(D) No variance may be requested nor granted as a means to circumvent the intentions of this chapter or as a remedy for a violation of this chapter (such as a variance cannot be issued after the fact).

(E) The Wellhead Protection Area Administrator shall maintain a record of all actions involving an appeal.

(F) Upon consideration of the intent of this chapter, the Appeal Board may attach the conditions to the granting of variances as it deems necessary to further the purpose and objectives of this chapter.

(G) Prerequisites for granting variances:

(1) Variances shall only be issued upon a determination that the variance is the minimum necessary considering the potential threat of contamination of the PWS well and aquifer, to afford relief.

(2) Variances shall only be issued upon:

- (a) Showing a good and sufficient cause;
- (b) A determination that failure to grant a variance would result in exceptional hardship to the applicant; and
- (c) A determination that the granting of a variance will not result in additional threats to the public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinances.

(3) Any application to whom a variance is granted shall be given written notice that the activity receiving this variance will decrease the travel time for potential contaminants to reach the PWS well and that any and all liability of a contamina

event as a result of this activity receiving the variance is on the variance holder.

Item 13.

(4) Furthermore, the city, its officers and services, as well as its employees are released from any responsibility and liability for any damages and/or contamination events due to activity receiving the variance.

(H) Variances may be issued by a community for new development necessary for the conduct of the functionally dependent use, provided that:

(1) The criteria outlined in this section are met; and

(2) The development is protected by methods that minimize the risk of a contamination event and creates no additional threats to public safety.

(Ord. 103-91, passed 12-18-90)



**Kaydi Smith**

**From:** Huebner, William [REDACTED]  
**Sent:** Tuesday, September 5, 2023 1:49 PM  
**To:** Kaydi Smith  
**Subject:** RE: Wells

Kaydi,

I don't know if I can quote any specific TCEQ regulation regarding drilling a private well within a City's water system area, but it is not something typically done. We have had some instances where a City extended water service to a newly annexed area and the new customers had existing wells. In those cases, some of the customers kept the wells strictly for irrigation purposes and the City had to ensure the existing well was not connected to the water system in any way. The City would have no control over the private well so if it was connected to the water system, it could be a point of contamination.

Another issue you may also have is wastewater billing, since it is tied to water usage. With a private well being used, there would be no accurate way to meter the sewer for billing purposes. Additionally, the more private wells that are drilled in the City, the more impact they would have on the City's existing wells. The more wells that are drilled in the area, the less production you could potentially have at the existing municipal wells.

I imagine one of the reasons behind the request for a private well is that customers think they'd rather have their own well instead of dealing with the dirty water. Unfortunately, their private well would be drawing from the same source as the current municipal wells. They would still see very high manganese levels in their private well. In many of our other cities, the municipal wells are in a much deeper aquifer, so the shallower private wells don't have as much impact and could have very different water chemistry. In the case of Sweeny, the existing wells are already shallow, so a private well will likely be very similar in chemistry as the municipal wells.

Hopefully this has been helpful. Let me know if you have any other questions.

William

---

**From:** Kaydi Smith <kdsmith@sweenytx.gov>  
**Sent:** Thursday, August 31, 2023 1:11 PM  
**To:** Huebner, William [REDACTED]  
**Subject:** Wells

**[EXTERNAL EMAIL]:** Verify sender before opening links or attachments.

William,

Can you give me any information on if it is allowable for private property owners (residents) within the City to drill their own wells? This question arose early last month and we do have an ordinance that states we would have to have committee review plans and determine if eligible then inspect afterwards. We have never established a committee is the first step.

However, I didn't know if there is reasoning as to why we would not allow prior to anyone establishing a committee and residents submitting plans for it.

Clarence had stated that TCEQ did not allow, however, we cannot locate any verbiage stating that.

Do you know of any reasoning as to not allow? I am worried about any impacts to our water system, monitoring it correctly, how the sewer from it would tie in from usage off the well.





# CITY OF SWEENY

102 W. Ashley Wilson Rd. • PO Box 248 • Sweeny, Texas 77480 • P: (979) 548-3321 • F: (979) 548-7745

The following will be used to request an item to be placed on the agenda with the Sweeny City Council.

**Personal Information:**

Name: Reese Cook

Mailing Address: 802 Ave. B Sweeny TX 77480


Physical Address: —

Email(s): RCOOK@SWEENYTX.GOV

Phone(s): 832-350-0410

**Please include specific details of the item you wish to be placed on the agenda.**

DISCUSS & ACT ON "TOP 10" PROJECT LIST  
FOR CITY MANAGER.

Signature:  Date: 09/11/2023

*Requests must be received by the City Manager by close of business 10 days prior to the scheduled meeting date for placement. Administration and/or their designee reserves the right to delay the item to the following regularly scheduled meeting if it is determined that more time is needed in order to compile information specific to the request.*

*Once Council has acted on an agenda item; that item cannot be placed on the agenda for a period of six (6) full months. Exception is provided if three members of Council ask that the item be returned early to the agenda, or the Mayor or City Manager determines it is in the interest of the City to do so.*



# AGENDA MEMO

## Business of the City Council

### City of Sweeny, Texas

<b>Meeting Date</b>	09/19/2023	<b>Agenda Item</b>	
<b>Approved by City Manager</b>		<b>Presenter(s)</b>	Administration
<b>Reviewed by City Attorney</b>		<b>Department</b>	Administration
<b>Subject</b>	Discussion/ Possible Action to cancel the October 3 <sup>rd</sup> , 2023 Special City Council Meeting; National Night Out		
<b>Attachments</b>			
<b>Financial Information</b>	Expenditure Required:		
	Amount Budgeted:		
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

#### Executive Summary

City Council is meeting twice monthly. National Night Out is October 3<sup>rd</sup>, 2023, the same night and time as the Special City Council meeting. Administration is requesting to cancel the October 3<sup>rd</sup> meeting and place all potential items for discussion on the Regularly scheduled Council meeting, October 17<sup>th</sup>, 2023.

#### Recommended Action

To cancel the October 3<sup>rd</sup>, 2023 Special City Council Meeting and place all potential items for discussion on the Regularly scheduled City Council Meeting, October 17<sup>th</sup>, 2023.