



## CITY COUNCIL MEETING SPECIAL SESSION

Friday, May 09, 2025 at 5:00 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 **Special Session** on **Friday, May 09, 2025 at 5:00 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.

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#### 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.*

#### REGULAR AGENDA

1. Discussion and possible action to counterproposal for agreement from Benji's Animal Adoption Barn (BAAB) for proposed animal shelter and animal shelter services, up to and including rejection of any proposal and return of funds.
2. Presentation, discussion, and possible action of Windstorm Insurance renewal quotes for 2025-2026.
3. Discussion and possible action to Resolution 25-102, for the submission of the Community Development Block Grant- Mitigation (CDBG-MIT) application, authorizing the Mayor and City Manager to act as the City's Executive Officer and Authorized Representative.
4. Discussion and possible action to Resolution 25-103, canvassing the Results of the General Election, May 03, 2025, declaring the candidates Mayor, Position Two (2), and Position Four (4) duly elected.

#### 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 **May 09, 2025** was posted on the City Hall bulletin board on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, at approximately \_\_\_\_\_AM / PM.

\_\_\_\_\_  
Kaydi Smith, City Secretary

I hereby certify that this Public Notice was removed from the City Hall bulletin board on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ at approximately \_\_\_\_\_AM / PM.

\_\_\_\_\_  
Kaydi Smith, City Secretary



# COLLABORATIVE AGREEMENT PROPOSAL

City of Sweeny &  
Benji's Animal Adoption  
Barn (BAAB)  
Presented by Leigh Ann  
Thornton, Founder &  
President of BAAB

# BACKGROUND AND TIMELINE

2024: \$50K raised and donated to City for shelter construction

Multiple follow-ups with City from March to December 2024

2025: City nearly abandoned project; compromise reached

Shelter to be built at current location, BAAB to operate

April 2025: BAAB objects to City's initial proposed contract

# CURRENT ISSUES

Item 1.

Lack of research on sheltering best practices by the City.

City proposal lacks experience with operating shelters.

3 Separate Contracts need to be put into place:

1. Lease of Facility/Land
2. Operational Contract Agreement
3. TNR Program Agreement

City's proposal is not sustainable for BAAB operations and City takes no ownership.

No medical treatment or vaccinations during 10-day quarantine.

## PROPOSED PROCESS IMPROVEMENTS

BAAB to manage BOTH the quarantine and new shelters

Core vaccinations & vet assessments at intake

Sick animals isolated and treated before transfer

Only healthy animals enter general shelter population

## BAAB RESPONSIBILITIES



Operate shelters in compliance with laws and ordinances



Spay/neuter compliance and structured intake schedule



Invoice the City \$150 per dog that enters shelter



Provide all medical care, vaccinations, and reporting



Emergency closures and after-hours intake protocols

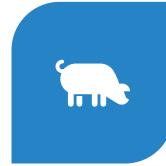
# CITY RESPONSIBILITIES

Pay	<p>Pay annual fee: \$2,000 2 installments: \$1000 Oct \$1000 Apr 1 (*Current budget item for food for animal shelter)</p> <p>\$150 flat rate per animal delivered to BAAB for shelter services</p>
Collect	<p>Collect Citations for the City \$100 1<sup>st</sup> offense; \$200 2<sup>nd</sup> offense per ordinance § 95.03 Animals Running At Large.- <b>CITY KEEPS ALL CITATION FEES</b></p> <p>Collect <u>housing</u> fee \$150 for owner claim in turn pays BAAB \$150</p> <p>(*Current Fee is \$35 a day and \$20 a day after)</p>
Provide	Provide disinfectants and humane handling
Scan	Scan animals for microchips before delivery to BAAB
Follow	Follow intake protocols and prevent contamination

Item 1.



# FINANCIAL TERMS



\$150 PER ANIMAL  
PLUS ANNUAL FEE



ANNUAL FEE WITH  
CPI +3% INCREASE



PAYMENTS DUE  
WITHIN 30 DAYS OF  
INVOICE



LATE PAYMENTS  
ACCRUE 10%  
INTEREST MONTHLY



SERVICES MAY BE  
SUSPENDED IF  
UNPAID AFTER 60  
DAYS

# FINANCIAL TERMS

City of Sweeny - 2024 Animal Services Data

	Dog Adult	Dog Up to 5mo	Dog Unknown	Total	Cat Unknown	Total
Intake   Stray At Large						
Intake   Relinquished By Owner						
Intake   Owner Intended Euthanasia						
Intake   Other						
Intake   Reason Not Given			100		29	129
Collected   Intake   Net			100		29	129
Intake   Transferred In						
Collected   Intake   Gross			100		29	129
Live Outcome   Adoption			9		20	29
Live Outcome   Returned To Owner			90		4	94
Live Outcome   Transferred Out		5	7		3	15
Live Outcome   Returned To Field						
Live Outcome   Other						
Live Outcome   Reason Not Given						
Collected   Live Outcome   Gross		5	106		27	138
Other Outcome   Died In Care						
Other Outcome   Lost In Care						
Other Outcome   Shelter Euthanasia			1		16	17
Other Outcome   Reason Not Given						
Other Outcome   Owner Intended Euthanasia						
Collected   Other Outcome			1		16	17
Collected   Save Rate			99.0%		44.8%	86.80%
Collected   Lifesaving Gap to Achieve No-Kill					13	4

**Based on 2024 Statics**

The City received 129 animals at intake.

94 of those animals were returned to the owner.

29 were adopted out

15 were transferred out.

# FINANCIAL TERMS

In 2024, 94 animals were returned to their owners.

The redemption fee structure is currently set as follows: \$35 the 1<sup>st</sup> day, \$20 a day as follows.

Proposal would be a FLAT FEE of \$150. This would cover the fee the City owes BAAB along with acting as a deterrent for the existing problem of animals at large.

Example:

Dog A is picked up by City Animal Control and transferred to BAAB. No owner redemption occurs for three days. The City would issue a citation for \$100 (CITY KEEPS) with an additional housing fee of \$150 (CITY PAYS BAAB), which must be collected prior to releasing the animal.

Once the owner presents proof of payment of the fee that is paid at the CITY, BAAB will release the animal to the owner. The City is responsible for collecting funds from the citation.

BASED ON 2024 STATICS EXAMPLES:

94 (returned to owner) x \$100 = \$9,400  
(what the City would COLLECT and **KEEP** if every animal stayed just one day)

94 (returned to owner) x \$150 = \$14,100  
(what the City would COLLECT and **PAY BAAB** if every animal stayed just one day)

**CITY LOSES ABSOLUTELY NO  
MONEY and IN TURN GAINS  
\$9,400 PROFIT**

TITLE IX: GENERAL REGULATIONS Chapter 95  
Animals § 95.03 ANIMALS RUNNING AT LARGE. [Click Here](#)

TITLE IX: GENERAL REGULATIONS Chapter 95  
Animals § 95.09 IMPOUNDING PROCEDURE; FEES. [Click Here](#)

TITLE I: GENERAL PROVISIONS §10.99 GENERAL PENALTY [Click Here](#)

# FINANCIAL TERMS

29 Animals were adopted out based on 2024 statics.

For example:

A dog (Dog B) is picked up by City Animal Control and transferred to BAAB. If no owner redemption occurs, the City will pay BAAB \$150 for the animal's care. Afterward, BAAB will transfer the animal to its adoption barn, ensure that Dog B is spayed or neutered, microchipped, and then place the animal for adoption.

BAAB will collect an adoption fee of it's choosing to help offset the medical and care costs associated with preparing the animal for adoption.

BASED ON 2024 STATICS  
EXAMPLES:

29 (adopted) x \$150 =  
\$4,350 (this is the MAX the  
City would pay BAAB if an  
animal stayed 10 days at  
\$15 a day without owner  
claim)

# FINANCIAL TERMS

The City currently has \$2,000 budgeted for Animal Shelter Supplies.

This amount may be returned to the City's general fund, as the City will no longer be required to provide food, supplies, or staffing hours for kennel cleaning.

Additionally, all funds collected by the City through utility bill donations designated for Animal Services shall be transferred in full to Benji's Animal Adoption Barn (BAAB) without any withholding or deduction.

BAAB's partnership with the City ensures that the Animal Control Officer's role will focus solely on enforcing the City's existing animal ordinances, allowing the City to generate revenue through enforcement actions while significantly reducing City resources previously spent on sheltering, cleaning, and caring for animals.



Term: Oct 1, 2025 – Sept 30, 2035



Mutual indemnification



Force majeure provisions



Dispute resolution: negotiation  
→ mediation → litigation

# LEGAL AND OPERATIONAL FRAMEWORK

# OUR VISION FORWARD



Align with ASPCA & Best Friends Network best practices



Healthy, safe sheltering with public trust along with deterrent promoting responsible pet ownership.



Model cooperative approach between city and nonprofit

## CALL TO ACTION & NEXT STEPS

City to review and  
finalize agreement

BAAB is prepared to  
execute immediately

Launch humane,  
responsible sheltering in  
Sweeny



## COOPERATIVE AGREEMENT FOR ANIMAL SHELTERING SERVICES

THIS COOPERATIVE AGREEMENT FOR ANIMAL SHELTERING SERVICES (“Agreement”) is entered into as of \_\_\_\_\_ (the “Effective Date”), by and between BENJI’S ANIMAL ADOPTION BARN, a Texas non-profit corporation (“BAAB”), and the CITY OF SWEENY, a Texas home-rule municipality (“City”) (collectively, the “Parties,” and individually, a “Party”).

### RECITALS

WHEREAS, BAAB operates a no-kill animal shelter and adoption program in full compliance with applicable laws and regulations; and

WHEREAS, the City desires to engage BAAB to provide sheltering and care for animals collected within its jurisdiction; and

WHEREAS, BAAB is willing to provide such services under the terms set forth herein;

WHEREAS, the City collects voluntary donations for Animal Services through utility bill payments, and the Parties desire that all such donations be transferred to BAAB to support the services provided under this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and obligations set forth herein, the Parties agree as follows:

### ARTICLE I. PURPOSE

- 1.1 The purpose of this Agreement is to establish a formal cooperative relationship whereby BAAB shall provide sheltering, care, and related services for animals originating from within the City’s jurisdictional boundaries.

### ARTICLE II. BAAB RESPONSIBILITIES

- 2.1 Facility Operations: BAAB shall be responsible for the operation and management of both its existing and newly constructed shelter facilities, situated on the same property, in full compliance with Chapter 823 of the Texas Health and Safety Code, all applicable federal and state laws, and the provisions of Chapter § 95 of the City of Sweeny Ordinances governing Animal Control.
- 2.2 Spay/Neuter Compliance: BAAB shall implement and enforce spay and neuter requirements in accordance with Chapter 828 of the Texas Health and Safety Code and all applicable provisions for animals adopted from its facilities.
- 2.3 Animal Intake Schedule: BAAB shall accept animals transferred by City Animal Control Officers from Monday through Saturday, between the hours of 10:00 a.m.

and 4:30 p.m. Hours for public animal intake shall be clearly posted and may be modified at BAAB's sole discretion.

- 2.4 Care and Custody of Animals: BAAB shall provide appropriate housing, care, and necessary medical treatment, including vaccinations, for all companion animals delivered by the City.
- 2.5 Shelter Operations: All animals shall initially be housed within the existing shelter facility, where they shall receive required medical and preventive care prior to any transfer to the newly constructed facility.
- 2.6 Daily Care Fee: BAAB will invoice the City at a flat rate of one hundred fifty dollars (\$150.00) per animal for housing and expense purposes.
- 2.7 Emergency Closures: BAAB reserves the right to temporarily suspend operations in the event of emergencies at its sole discretion. Notice of such closures shall be published online and transmitted to the City Manager and Police Chief via email.
- 2.8 Monthly Reporting: BAAB shall submit written monthly reports to the City, detailing animal intake and any additional data or metrics as may be reasonably requested by the City.
- 2.9 Community Cats: BAAB shall not accept healthy, ear-tipped cats from the City or its personnel, in recognition of their status within managed community cat colonies.
- 2.10 After-Hours Protocol: BAAB shall establish and maintain a procedure for the intake of animals after regular business hours in emergency situations, including but not limited to cases involving severe injury or extreme weather conditions.
- 2.11 Field Support: BAAB shall provide intake diversion resources and guidance to City Animal Control Officers to facilitate field-based efforts aimed at reuniting animals with their owners.
- 2.12 Owner Surrender Policy: BAAB retains the exclusive right to decline acceptance of owner-surrendered animals, whether from City residents or the general public, at its sole discretion.
- 2.13 Euthanasia Protocol: Decisions regarding euthanasia shall remain within BAAB's exclusive discretion and shall be executed in accordance with its internal humane policies and all applicable laws.
- 2.14 Disease Prevention: BAAB shall monitor all quarantined animals and administer appropriate vaccinations to prevent the transmission of infectious diseases prior to relocating such animals to the new shelter facility.

### ARTICLE III. CITY RESPONSIBILITIES

- 3.1 Annual Fee: The City shall pay BAAB an annual fee in consideration of unlimited intake services. Said fee of two thousand dollars (\$2000.00) shall be paid in two equal installments, due on October 1 and April 1 of each fiscal year.
- 3.2 Fee per Animal: The City shall pay Benji's Animal Adoption Barn ("BAAB") a flat fee of One Hundred Fifty Dollars (\$150.00) for each animal that is transferred to BAAB's facility by the City's Animal Control Officer. BAAB shall issue invoices to the City on a monthly basis, listing the number of animals received during the invoicing period along with the corresponding total amount due.
- 3.3 Fee Adjustment: The annual fee shall be subject to a Consumer Price Index (CPI) + 3% annual increase. In the year 2035, the Parties shall meet to reassess and adjust the fee as appropriate.
- 3.4 Transport Sanitation: The City shall provide Animal Control Officers with appropriate disinfectants and shall require the sanitation of all animal transport vehicles after each delivery.
- 3.5 Protocol Compliance: The City shall ensure its Animal Control Officers follow BAAB's intake and vaccination protocols to prevent contamination and protect animal health.
- 3.6 Humane Handling: The City shall ensure that all Animal Control personnel receive and maintain training in humane animal handling in accordance with Chapter 829 of the Texas Health and Safety Code.
- 3.7 Microchip Scanning and Reunification: Prior to delivery to BAAB, the City shall ensure that all animals are scanned for microchips and reasonable efforts are made to reunite the animal with its owner.
- 3.8 Transfer of Utility Bill Donations: The City shall remit to BAAB all voluntary donations collected through utility bill payments designated for Animal Services. Remittance shall occur on a quarterly basis, no later than thirty (30) calendar days following the end of each fiscal quarter. The City shall provide a written accounting of the total donations collected and transferred with each remittance.

### ARTICLE IV. PAYMENT TERMS

- 4.1 Invoicing: BAAB shall issue invoices in accordance with this Agreement, and the City shall remit payment within thirty (30) calendar days of receipt.

- 4.2 Late Payment Penalty: Any unpaid balance shall accrue interest at a rate of ten percent (10%) per annum.
- 4.3 Suspension of Services: Failure to pay any undisputed invoice within sixty (60) calendar days of issuance may result in suspension of services upon seven (7) days' prior written notice.

## ARTICLE V. INDEMNIFICATION AND FORCE MAJEURE

- 5.1 Mutual Indemnification: Each Party shall indemnify and hold harmless the other Party, including its officers, employees, agents, and volunteers, against any and all claims, damages, liabilities, or costs (including attorney's fees) arising from its performance or non-performance under this Agreement, except in cases of the indemnified Party's gross negligence or willful misconduct.
- 5.2 Force Majeure: Neither Party shall be held liable for failure to perform under this Agreement due to causes beyond its reasonable control, including but not limited to natural disasters, governmental orders, labor disputes, or acts of terrorism. Obligations affected by such events shall be suspended for the duration of the force majeure condition.

## ARTICLE VI. TERM AND AMENDMENT

- 6.1 Term: This Agreement shall commence on October 1, 2025, and remain in effect until September 30, 2035, unless earlier terminated in accordance with Article VII.
- 6.2 Amendment: This Agreement may only be amended in writing signed by both Parties.

## ARTICLE VII. MISCELLANEOUS

- 7.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue shall lie exclusively in Brazoria County, Texas.
- 7.2 Dispute Resolution:
- a. Negotiation: The Parties agree to attempt to resolve any disputes through good faith negotiation between designated senior representatives.
  - b. Mediation: If unresolved after thirty (30) calendar days, the Parties shall submit the dispute to non-binding mediation before a mutually agreed mediator in Brazoria County, Texas. Mediation costs shall be shared equally.

c. Litigation: If the dispute remains unresolved, either Party may initiate legal proceedings. The Parties agree to exclusive venue in the district courts of Brazoria County, Texas, and expressly waive the right to a jury trial for any such disputes.

- 7.3 Entire Agreement: This Agreement represents the full and entire understanding of the Parties with respect to the subject matter and supersedes all prior agreements or understandings, whether written or oral.
- 7.4 Severability: If any provision herein is found to be invalid, the remainder shall continue in full force and effect.
- 7.5 Assignment: Neither Party may assign this Agreement without prior written consent of the other Party, except by operation of law.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

BENJI'S ANIMAL ADOPTION BARN

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF SWEENY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## LAND/FACILITY LEASE AGREEMENT

This Land Lease Agreement (“Agreement”) is entered into as of \_\_\_\_\_, by and between:

The City of Sweeny, a Texas home rule municipality located in Brazoria County, Texas (“Lessor”), and Benji’s Animal Adoption Barn, a Texas Non-Profit Corporation (“Lessee”).

### 1. Premises

Lessor hereby leases to Lessee, and Lessee accepts, the real property and all existing structures located at \_\_\_\_\_, Sweeny, Texas (the “Premises”), for the sole purpose of operating an animal shelter and for all ancillary activities reasonably necessary to fulfill the Lessee’s non-profit mission related to animal welfare.

### 2. Term

The term of this Lease shall commence on \_\_\_\_\_ and shall continue for a period of ninety-nine (99) years, unless earlier terminated pursuant to the terms of this Agreement. The long-term nature of this lease reflects the public interest served by the Lessee’s operations.

### 3. Rent

As consideration for the mutual covenants herein, Lessee shall pay Lessor nominal annual rent in the amount of One Dollar (\$1.00), due on the anniversary of the commencement date each year. The parties acknowledge that this nominal rent reflects the Lessee’s charitable contribution to the community.

### 4. Use of Premises

Lessee shall use the Premises exclusively for the operation of an animal shelter and any directly related services, including but not limited to: animal intake, quarantine, medical care, sterilization, behavioral rehabilitation, fostering, adoption, educational programming, and related community engagement efforts.

### 5. Maintenance and Repairs

Lessee shall be responsible for routine maintenance and non-structural repairs necessary to keep the Premises in a clean and serviceable condition. Lessor shall retain responsibility for all major structural repairs and replacements, including but not limited to roof systems, foundations, load-bearing walls, plumbing infrastructure, and HVAC systems. Lessor shall promptly address any such structural repairs necessary to maintain a safe and habitable facility for the animals and staff.

## **6. Compliance with Laws:**

Lessee shall comply with all applicable federal, state, and local laws, regulations, and ordinances in connection with its use and operation of the Premises, including laws pertaining to animal welfare, health, safety, and building occupancy.

## **7. Insurance**

Lessee shall maintain general liability insurance in commercially reasonable amounts, naming Lessor as an additional insured party. Lessee shall provide certificates of insurance upon request by Lessor.

## **8. Indemnification**

Lessee shall indemnify, defend, and hold harmless Lessor from and against any and all claims, demands, liabilities, damages, and expenses, including reasonable attorney's fees, arising out of Lessee's use or occupancy of the Premises, except for any claims arising out of the gross negligence or willful misconduct of Lessor or its agents.

## **9. Utilities and Water Service**

Lessor shall be solely responsible for providing, maintaining, and bearing all costs associated with utilities necessary for the full and proper operation of the animal shelter, including but not limited to electricity, natural gas, water, wastewater, and refuse services.

In furtherance of its obligation to support the health and welfare of sheltered animals, Lessor shall ensure the provision and maintenance of a fully operational water well system on the Premises, which shall serve as the primary water source for all shelter-related activities. The Lessor shall:

- (a) Ensure that the well is always maintained in safe and operational condition.
- (b) Conduct comprehensive water quality testing on an annual basis, performed by a certified water testing laboratory, to confirm compliance with all applicable federal and state public health standards for potable water.
- (c) Promptly undertake any necessary repairs, upgrades, or corrective actions if the water system fails to meet applicable safety thresholds or is otherwise rendered non-operational.

Lessor expressly acknowledges the critical importance of a clean, reliable water supply to the humane care of animals and agrees to take all necessary and timely actions to avoid any interruption of water services to the Premises.

Failure by the Lessor to fulfill its obligations under this Section 10 shall constitute a material breach of this Agreement.

## 10. Dispute Resolution

In the event of any dispute, claim, or controversy arising out of or related to this Agreement, the parties agree to first attempt in good faith to resolve the matter through informal negotiations. If a resolution cannot be reached within thirty (30) days, the parties shall submit the dispute to non-binding mediation administered by a mutually agreed-upon mediator in Brazoria County, Texas.

If mediation is unsuccessful, either party may initiate legal proceedings in a court of competent jurisdiction as provided in Section 12. Each party shall bear its own costs and attorney's fees, except as otherwise provided by law or court order.

## 11. Governing Law and Venue

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Exclusive venue for any legal action arising under this Agreement shall lie in the state or federal courts located in Brazoria County, Texas.

## 12. Renewal Option

At the expiration of the initial ninety-nine (99) year term, Lessee shall have the exclusive option to renew this Lease for an additional ninety-nine (99) year term under the same terms and conditions, unless otherwise mutually agreed upon in writing by the parties. Lessee shall provide written notice of its intent to renew no less than one (1) year prior to the expiration of the original lease term.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

### **LESSOR**

The City of Sweeny

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### **LESSEE**

Benji's Animal Adoption Barn

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## TRAP-NEUTER-RETURN PROGRAM AGREEMENT

*Between*

Benji's Animal Adoption Barn

*And*

The City of Sweeny

This Agreement ("Agreement") is entered into as of [Effective Date], by and between Benji's Animal Adoption Barn, a nonprofit animal welfare organization organized under the laws of the State of Texas, with a principal place of business at [BAAB Address] ("BAAB"), and The City of Sweeny, a municipal corporation organized and existing under the laws of the State of Texas, with its principal offices located at [City Address] ("City").

### RECITALS

WHEREAS, BAAB desires to support the humane management of the feral cat population within the City through a Trap-Neuter-Return (TNR) program;

WHEREAS, the City acknowledges the benefits of a TNR program in reducing the feral cat population and promoting public health, environmental balance, and animal welfare;

WHEREAS, under Texas Penal Code § 42.092 (as amended by House Bill 3660, 88th Leg., R.S. (2023)), individuals and organizations participating in a Trap-Neuter-Return Program are exempt from prosecution for abandonment of animals, provided the animal is released in accordance with a defined TNR procedure;

WHEREAS, the Parties also recognize that TNR programs align with Texas Health and Safety Code Chapter 828, which emphasizes the sterilization of cats as a method of population control and public benefit;

WHEREAS, BAAB intends to fund the TNR of up to three (3) feral cats per calendar month through community donations, utilizing a licensed veterinarian selected by BAAB;

WHEREAS, the City agrees to collaborate with said veterinarian to schedule procedures on dates mutually accommodating to both the veterinarian and the City;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

## **1. PURPOSE**

The purpose of this Agreement is to establish terms and conditions under which BAAB shall sponsor the Trap-Neuter-Return of feral cats within the City of Sweeny and under which the City shall collaborate in support of this initiative.

## **2. RESPONSIBILITIES OF BAAB**

### **2.1 Funding:**

BAAB shall cover the cost of up to three (3) TNR procedures per calendar month, funded through community donations.

### **2.2 Veterinary Services:**

BAAB shall select a licensed veterinarian to perform the TNR procedures. The selected veterinarian must be licensed to practice in Texas and authorized to perform sterilization and vaccination services.

### **2.3 Payment:**

BAAB shall remit payment directly to the selected veterinarian for the approved number of TNR procedures per month.

### **2.4 Coordination:**

BAAB shall notify the City of the selected veterinarian and provide contact information necessary for scheduling.

### **2.5 Reporting:**

BAAB shall maintain records of all TNR procedures funded under this Agreement and provide quarterly summaries to the City upon request.

## **3. RESPONSIBILITIES OF THE CITY**

### **3.1 Scheduling Support:**

The City shall coordinate with the selected veterinarian to schedule TNR procedures on mutually agreeable dates, with the goal of accommodating both the veterinarian's availability and City logistics.

### **3.2 Cat Trapping and Transportation:**

At its discretion, the City may assist in the humane trapping and transportation of feral cats to the selected veterinarian or authorize third parties to assist in accordance with applicable law.

### 3.3 Public Support and Outreach:

The City shall encourage public cooperation and provide support to ensure the success and visibility of the TNR program.

## **4. LEGAL COMPLIANCE AND AUTHORIZATION**

### 4.1 Authorization Under Texas Penal Code § 42.092:

The Parties acknowledge and agree that the activities contemplated under this Agreement are authorized under Texas Penal Code § 42.092 (as amended by H.B. 3660, 2023). Specifically, the act of returning sterilized and vaccinated feral cats to their original locations shall not constitute "abandonment" and shall serve as a lawful defense to prosecution for abandonment when conducted under a recognized Trap-Neuter-Return Program

### 4.2 Sterilization Compliance Under Texas Health and Safety Code Chapter 828:

All sterilization procedures performed pursuant to this Agreement shall comply with Texas Health and Safety Code Chapter 828, which governs the sterilization of dogs and cats and reflects the state's policy in support of reducing animal overpopulation through responsible means.

### 4.3 Municipal Authority:

This Agreement is entered into pursuant to the City's authority to regulate and manage public health and nuisance animals under Texas Local Government Code Chapters 51 and 54.

## **5. TERM AND TERMINATION**

### 5.1 Term:

This Agreement shall become effective on [Effective Date] and shall remain in effect for one (1) year, unless terminated earlier in accordance with this section.

### 5.2 Renewal:

Upon mutual written agreement, this Agreement may be renewed for additional one-year terms.

### 5.3 Termination for Convenience:

Either Party may terminate this Agreement for any reason by providing thirty (30) days' written notice to the other Party.

### 5.4 Termination for Cause:

Either Party may terminate this Agreement immediately in the event of a material breach by the other Party that remains uncured for ten (10) days following written notice.

## **6. GENERAL PROVISIONS**

### 6.1 Indemnification:

Each Party agrees to indemnify, defend, and hold harmless the other Party from any and all claims, liabilities, damages, or expenses arising from its own acts or omissions under this Agreement.

### 6.2 Independent Contractors:

Nothing herein shall be construed as creating a partnership, joint venture, or employment relationship between the Parties.

### 6.3 Compliance with Law:

All TNR activities undertaken pursuant to this Agreement shall comply with all applicable federal, state, and local laws and regulations.

### 6.4 Notices:

All notices required or permitted under this Agreement shall be in writing and delivered to the addresses specified above by personal delivery, certified mail, or recognized courier.

### 6.5 Entire Agreement:

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior negotiations and agreements.

#### 6.6 Amendments:

This Agreement may be amended only by a written instrument signed by both Parties.

#### 6.7 Governing Law:

This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date by their duly authorized representatives:

Benji's Animal Adoption Barn

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Sweeny

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Animal Shelter Concerns**

### **Based off of the rebuttal contract**

Upon stepping into the City Managers chair there have several ideas and concerns about building a new animal shelter using donated funds. I have been involved in several attempts to get this project moving forward and also overcoming some potential issues in the future.

The Council and Ms. Thorton agreed on a plan to locate the shelter at the sewer plant complex with BAAB running an adoption site and the City maintaining a short-term shelter to assist in the prevention of the spread of disease prior to transfer to the BAAB facility. At some point when presented with a contract developed by our attorney everything has again gone into a hold pattern.

I have read and studied the proposed agreement from BAAB and see some items that have never been discussed as far as I am aware of.

First off it is my understanding that BAAB approached the City about a shelter originally and not the idea of operating it for the City other than providing volunteers to assist the Animal Control Officer.

Secondly there has never been any discussion of providing BAAB with the funds donated to the City through the utility bills for animal shelter assistance.

The proposed agreement was for BAAB to run the new shelter and the City to continue to operate the existing shelter. Not for BAAB to operate both facilities

Never was there a discussion for BAAB to receive \$150 per animal for housing and expenses.

BAAB is recommending that they provide intake diversion resources. The City of Sweeny should not be taking in any animals other than nuisance and animals that are picked up for running at large. The City Animal Control Officer should already be scanning animals for chips and also attempting to locate the owners prior to being impounded. The City of Sweeny should not be accepting animals based on owner surrender as we are an animal control facility not an adoption facility.

BAAB should not be involved in the operations of the current facility other than providing advice not directions.

As far as I know there has never been any discussion for the City to provide any monetary funds to BAAB. While I agree animal welfare is important and costly, I am not sure where the money would come from with so many other issues that City is faced with at this time.

The best I can tell and it appears our attorney agrees that there is no severance clause for either party to get out of this contract if either was to choose to do so.

The agreement proposed setting citation fees and City keeping those funds. ONLY the judge has the authority to assess fine not the City.

Using the figures given and looking at the budget from a historical perspective, the Animal Control department has never operated at a gain and typically is a burden on the budget even without adding the additional expenses that are being proposed.

I will admit the City can do a better job in management and care of its facilities, but that will come in time as we continue to restructure the operations of the City as a whole and investing what money is available to us wisely. Animal Welfare is important but should be the burden of the animal owners not the City. As I have stated before, the City of Sweeny is an animal control operation not an adoption agency for say.

## MEMORANDUM OF AGREEMENT

This memorandum of agreement is made this 2<sup>nd</sup> day of May, 2024, between the City of Sweeny, Texas, a municipal corporation of the State of Texas, referred to herein as City, and its Leigh Ann Thornton, hereinafter referred to as Thornton:

### WITNESSETH:

WHEREAS, City is a home rule city in the State of Texas, and as such, is authorized to accept donations for the benefit of City; and

WHEREAS, City has express authority to contract with persons pursuant to the Texas Local Government; and

WHEREAS, Thornton desires to make a donation of funds in the amount of \$50,000.00 to the City for the express purpose of building a new animal shelter for the City and for associated expenditures for the City animal shelter; and

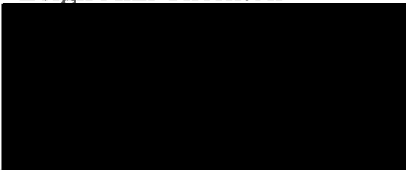
WHEREAS, desires to accept the donation for the express purpose for which it is made; and

WHEREAS, City and Thornton finds that this agreement will ensure completion of the donation.

NOW THEREFORE, for and inconsideration of the mutual covenants and obligations set forth, and for other good and valuable consideration, the City and Thornton agree as follows:

1. City agrees to accept the donation of funds in the amount of \$50,000.00 from Thornton.



2. Upon receipt of the donated funds, City agrees to create an animal shelter fund, into which the above described funds and other similar donations to the animal shelter will be placed.
3. The animal shelter fund will be a separate stand alone account administered by City at First State Bank of Louise, its depository bank which is dedicated to animal shelter donations.
4. City agrees to use the funds donated pursuant to this agreement to build a new City animal shelter at a new location from the present animal shelter in accordance with current animal shelter standards.
5. Contact information  
  
City of Sweeny  
(979) 548-3321  
102 West Ashley Wilson Road  
Sweeny, Texas 77480  
City Manager Lindsay Koskiniemi  
Email  
  
Leigh Ann Thornton  

6. This agreement takes effect on the date of the receipt of the donated funds and execution of the parties.
7. Leigh Ann Thornton agrees to indemnify and hold the City harmless from any damages occurring from the alleged negligence of Thornton, her agents, volunteers, servants and employees.
8. The laws of the State of Texas shall govern any disputes or conflicts that arise under the terms of this agreement and the venue for all legal actions involving this agreement shall be Brazoria County, Texas.

9. The City and Thornton agree to execute such further documents, and to take such further acts, as may be necessary or required to carry out the terms of this agreement.
10. This agreement may be amended only by an instrument in writing signed by City and Thornton.

EXECUTED this 2<sup>nd</sup> day of May, 2024.

CITY OF SWEENY

  
BY Lindsay Koskiniemi, City Manager

  
LEIGH ANN THORNTON

## ADMENDMENT TO MEMORANDUM OF AGREEMENT

WHEREAS, on May 2, 2024, a memorandum of agreement was executed by the City of Sweeny, Texas and Leigh Ann Thornton; and

WHEREAS, in the Agreement the City of Sweeny accepted a donation of \$50,000.00 from Leigh Ann Thornton to be used for the construction of a new animal shelter for the City; and

WHEREAS, the Agreement specified that the donated funds could only be used for the construction of a new facility at a new location other than the City's current animal shelter; and

WHEREAS, the parties wish to amend the Agreement to allow construction of a new animal shelter facility at the current location new the City's Wast Water Treatment Plant.

NOW THEREFORE, Section 4 of the previous agreement dated May 2, 2024, is now and shall after the date of this amendment read as follows:

"4. City agrees to use the funds donated pursuant to the May 2, 2024, agreement to construct a new animal shelter facilities at a location to be decided by the City, including the location of the current animal shelter facility of the City. Pursuant to this agreement, all donated funds are excluded from renovation the current animal shelter structure."

Except as to the amendment of the May 2, 2024, agreement as stated above, the previous agreement remains in full force and effect.

EXECUTED this 31st day of January 2025.

CITY OF SWEENY



BY David Jordan, City Manager

DONOR

Leigh Ann  
Thornton

Digitally signed by Leigh Ann  
Thornton  
Date: 2025.01.31 16:10:26 -06'00'

Leigh Ann Thornton

AGREEMENT FOR ANIMAL SHELTER SERVICES PROVIDED  
BY BENJI'S ANIMAL ADOPTION BARN

THE STATE OF TEXAS     \*  
  \*  
COUNTY OF BRAZORIA    \*

This Agreement is made this 15<sup>th</sup> day of MAY, 2025, by and between THE CITY OF SWEENY, TEXAS, a home rule municipality (hereinafter referred to as CITY), and BENJI'S ANIMAL ADOPTION BARN, a Texas nonprofit corporation (hereinafter referred to as BAAB).

Section 1. The CITY will continue to operate its existing animal shelter facility near the CITY sewer plant facility and will upgrade the facility to more readily serve its purpose. The CITY'S existing facility will continue to house animals impounded in accordance with CITY ordinances. All such impounded animals will remain in the care, custody and control of the CITY in the existing animal facility for a period of ten (10) days to comply with the owner redemption requirements for the impounded animals.

Section 2. The CITY will construct a new animal shelter facility near the existing facility to house impounded animals after the expiration of the ten (10) day period stated in Section 1. The new animal shelter facility will be leased by the CITY to BAAB for an annual rental of \$1.00. BAAB will be responsible for maintaining the facility. Upon the transfer of all animals by the CITY after the expiration of the ten (10) day period, BAAB will be the owner of all animals so transferred and will be solely responsible for the care, custody and control of the animals.

Section 3. BAAB agrees to operate the facility leased from the CITY as a dedicated shelter that provides essential care to the animals placed into its custody. BAAB agrees that it

will adopt out animals, ensure that they are spayed and neutered, vaccinated, microchipped and provided with appropriate veterinary care.

Section 4. BAAB agrees to operate a trap, neuter and release program (TNR) for feral cats in the community. This program will humanely trap the cats, provide spay and neuter services and the return the cats to their original location.

Section 5. This Agreement shall be for a term of FIVE (5) years commencing as of the date of approval by the governing bodies of both parties and shall be automatically renewed for 5 YEAR additional term(s) unless one party gives the other at least sixty (60) days advance written notice.

Section 6. BAAB and its employees or agents performing under this agreement are not employees or agents of the CITY and are not entitled to workman's compensation or any benefit of employment with the CITY. The CITY shall have no responsibility for providing insurance for, including workman's compensation insurance, or wages to BAAB or BAAB's employees.

Section 7: BAAB shall not assign this agreement without the previous written consent of the CITY.

Section 8: Any change or modification to this Agreement must be in writing and signed by both parties.

Section 9: In the event of non-performance or unsatisfactory performance by BAAB of any obligation of this Agreement or if BAAB is in substantial non-compliance with any of its terms, The CITY shall provide written notice to BAAB of said nonperformance or unsatisfactory performance or substantial non-compliance. Provided further, BAAB shall have ten (10) days after such notice to cure said failure or noncompliance.

Section 10: This agreement may be terminated without cause by either The CITY or BAAB upon sixty (60) days written notice.

Section 11: This agreement shall be construed and interpreted in accordance with the laws of the State of Texas.

Section 12: BAAB shall protect, indemnify, and hold the CITY harmless from and against any claim, damage, cost or liability including reasonable attorney fees, for injuries to persons or property arising from acts of omissions of BAAB, its employees or its agents arising out of BAAB'S obligations under this agreement.

CITY agrees, to the extent allowed by law, to indemnify and hold harmless BAAB from any and all claims, damages or causes of action which arise as a result of acts, omissions or negligence of the CITY, its employees or its agents arising out of the CITY'S obligations under this agreement.

Section 13. BAAB shall at all times relevant to the fulfillment of this agreement have, keep and maintain insurance covering general liability, worker's compensation if required by State law, and automobile liability in the following amounts:

- a. Worker's Compensation insurance shall be at statutory limits, including employers liability coverage at minimum limits of \$500,000.00 each accident,
- b. The general liability insurance shall have a minimum combined single limit for bodily injury, personal injury and property damage of \$1,000,000.00 per occurrence,
- c. Automobile liability insurance shall be continuously held with limits for bodily injury and for property damage of not less \$1,000,000.00 on all self propelled vehicles used in connection with the BAAB operation, whether owned, non-owned or hired.

Section 14: This agreement is to be executed in duplicate, and each duplicate shall be considered an original copy of this agreement by each party for all purposes.

Section 15: This agreement contains all the terms and conditions agreed upon by the

parties. No other understanding, oral or otherwise, regarding the subject matter of this contract shall be considered to exist or to bind any of the parties to this agreement unless otherwise stated in this agreement.

This agreement incorporates and includes all of the changes agreed by and between the parties and supersedes and replaces any oral discussions, representations, or stipulations previously entered into by the parties.

Section 16: If any provision of this agreement shall be held invalid, such invalidity shall not affect other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared severable.

Section 17: Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this agreement or to declare forfeiture or termination of this agreement.

THE CITY OF SWEENEY

  
By: DAVID JORDAN, City Manager

BENJI'S ANIMAL ADOPTION BARN

By: LEIGH ANN THORNTON, President

RESOLUTION NO. 24-105

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SWEENY, BRAZORIA COUNTY, TEXAS, PROVIDING FOR A VOLUNTARY DONATION ON THE CITY UTILITY BILL FOR THE SUPPORT OF THE ANIMAL SHELTER FUND; AND FINDING FACT.

WHEREAS, the City of Sweeny has created an animal shelter fund which contains donations from the community for the purpose of providing funding assistance for construction of a new animal shelter; and

WHEREAS, there is a need for additional funding in order for the City to build a new animal shelter; and

WHEREAS, the City Council has agreed to provide a method for interested citizens to support the construction of a new animal shelter with funding by means of a voluntary donation on the City utility bill; and

WHEREAS, the City Council is convened in Special session in accordance with the law;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF SWEENY, TEXAS:

SECTION ONE (1):

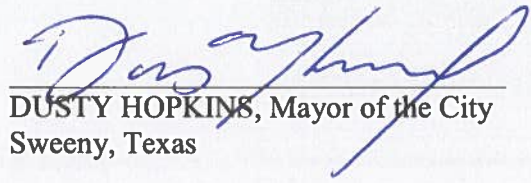
The recitals of fact and findings above are found to be true and correct.

SECTION TWO (2):

The City Council here by approves the addition to the City utility bill of a space for interested citizens to make a voluntary donation of \$1.00 for the Animal Shelter Fund.

PASSED AND ADOPTED this 23 day of April, 2024.



  
DUSTY HOPKINS, Mayor of the City  
Sweeny, Texas

ATTEST:

  
KAYDI SMITH, City Secretary



# AGENDA MEMO

## Business of the City Council

### City of Sweeny, Texas

Item 2.

<b>Meeting Date</b>	05/09/2025	<b>Agenda Items</b>	
<b>Approved by City Manager</b>		<b>Presenter(s)</b>	David Jordan, City Manager Karla Wilson, Finance Director
<b>Reviewed by City Attorney</b>		<b>Department</b>	Finance
<b>Subject</b>	Presentation and discussion of Windstorm Insurance renewal quotes for 2025-2026		
<b>Council Strategic Goals</b>	Government Sustainability: <ul style="list-style-type: none"> <li>• Protect City's Financial Integrity</li> <li>• Ensure Government Transparency</li> </ul>		
<b>Attachments / Supporting documents</b>	Proposal Summary AmRisc Quote TWIA Quote		
<b>Financial Information</b>	Expenditure Required:	TBD	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

#### Executive Summary

Windstorm insurance coverage for City of Sweeny properties is provided for through two policies, an open market policy and a Texas Windstorm Insurance Association (TWIA) policy, Both policies are required to provide coverage for all buildings.

Market policy renewal quotes for 2025-2026 (adjusted to remove properties per Council request) are attached.

TWIA policy renewal quote for 2025-2026 (adjusted to remove properties per Council request) is attached.

#### Recommended Action

Staff requests a motion to approve for City Manager to proceed with windstorm policy renewals.

City of  
**Effective June 1, 2025**  
**Texas Windstorm Insurance**  
**Renewal**

ID	Building Description	Address Line
9	400k gal Ground Water Tank	201 Peach St
10	400k gal Ground Water Tank	200 Sycamore St
13	200k gal Elevated Water Tank	800 N Hackberry St
<del>14</del>	<del>75k gal Elevated Water Tank w/Tower</del>	<del>200 N Peach St</del>
<del>15</del>	<del>Water Well #1</del>	<del>201 Peach St</del>
<del>16</del>	<del>Water Well #5</del>	<del>200 Sycamore St</del>
<del>17</del>	<del>Water Well #3 (Entire Well)</del>	<del>301 Martin Luther King Blvd</del>
<del>18</del>	<del>Water Well #4</del>	<del>109 S Travis</del>

- \* WPI8 is required for any major renovation or re-roof after 1988. We will pull all the WPI8s.
- \*Quote subject to TWIA inspection'
- \* Premium is due to TWIA before effective date. City does have payment options with TWIA
- \* Items 14-18 removed from windstorm coverage per city's request on 4/16/2025.

**Option #:** \_\_\_\_\_

**Sign:** \_\_\_\_\_

**Date:** \_\_\_\_\_

City of Sweeny  
 June 1, 2025-June 1, 2026  
 Storm Insurance Association  
 Revised Premium

City	Zip	Year Built	Building Values	Contents Value	Total Value
Sweeny	77480-3017	1978	\$279,215	\$0	\$279,215
Sweeny	77480-2916	1978	\$279,215	\$0	\$279,215
Sweeny	77480-0000	1978	\$1,199,221	\$0	\$1,199,221
Sweeny	77480-3018	1947	\$0	\$0	\$0
Sweeny	77480-3017	1978	\$0	\$0	\$0
Sweeny	77480-0000	1978	\$0	\$0	\$0
Sweeny	77480-0000	1978	\$0	\$0	\$0
Sweeny	77480-2921	1978	\$0	\$0	\$0
				<b>Total Premium</b>	<b>\$20,022</b>

, and advise if any are missing.

h.

**Commercial Quote Summary**  
**-Not a Binder or Policy-**

This quote summary is a preliminary indication of premiums, limits, and coverages being considered by the applicant; it is not an offer of coverage. The premiums, limits, and coverages quoted in this document are not binding on TWIA, are not guaranteed by TWIA, and may differ from the insurance policy that may be issued by TWIA.

All quotes are subject to underwriting review. TWIA assumes no responsibility and has no liability for failure of the applicant or their agent to effect coverage.

**CUSTOMER INFORMATION**

**DATE QUOTED:** 04/18/2025  
**PROPOSED EFFECTIVE DATE:** 06/01/2025 12:01 a.m.  
**POLICY PERIOD:**  
**FROM:** 06/01/2025 12:01 a.m. **TO:** 06/01/2026 12:01 a.m.

**POLICY/OFFER NUMBER:** [REDACTED]  
**TRANSACTION TYPE:** Renewal  
**ACCOUNT NUMBER:** [REDACTED]

**CUSTOMER NAME AND MAILING ADDRESS:**

CITY OF SWEENY  
PO BOX 248  
SWEENY TX 77480-0248  
[KWILSON@SWEENYTX.GOV](mailto:KWILSON@SWEENYTX.GOV)  
(979) 548-3321

**AGENCY NAME AND LOCATION**

VICTOR INSURANCE MANAGERS LLC  
VICTOR INSURANCE MANAGERS LLC - PRODUCER GROUP (11829)  
500 DALLAS STREET SUITE 1400  
HOUSTON TX 77002  
(713) 787-2431

**COVERAGE AND PREMIUM INFORMATION**

**TOTAL PREMIUM AND SURCHARGES:** \$20,022

**COVERAGE SUMMARY - PREMIUM****BUILDING 1: COVERAGE SUMMARY****PREMIUM:\$12,956****BUILDING AND BUSINESS PROPERTY**

**LOCATION:** 800 N Hackberry St, Sweeny, TX 77480

**WIND AND HAIL COVERAGE****LIMITS      PREMIUMS**Coverage A

Building Coverage	\$1,199,000	\$20,244
Deductible 5% (\$1000 min)	\$59,950	-\$7,288
Coinsurance 80%		

TWIA-164-Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)

N/A      Included

**BUILDING 3: COVERAGE SUMMARY****PREMIUM:\$3,533****BUILDING AND BUSINESS PROPERTY**

**LOCATION:** 201 Peach St, Sweeny, TX 77480

**WIND AND HAIL COVERAGE****LIMITS      PREMIUMS**Coverage A

Building Coverage	\$279,000	\$4,711
Deductible 5% (\$1000 min)	\$13,950	-\$1,178
Coinsurance 80%		

TWIA-164-Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)

N/A

In Item 2.

**BUILDING 4: COVERAGE SUMMARY**

**PREMIUM:\$3,533**

**BUILDING AND BUSINESS PROPERTY**

**LOCATION:** 200 Sycamore St, Sweeny, TX 77480

**WIND AND HAIL COVERAGE**

**LIMITS**

**PREMIUMS**

Coverage A

Building Coverage

\$279,000

\$4,711

Deductible 5% (\$1000 min)

\$13,950

-\$1,178

Coinsurance 80%

TWIA-164-Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)

N/A

Included

**POLICY FORMS AND ENDORSEMENTS**

**FORMS APPLICABLE TO ALL COVERAGES**

COVERAGE FORM	FORM NUMBER	EDITION	LIMIT	PREMIUMS
TWIA Commercial Policy	TWCP	04/01/2020	N/A	Included

**TWIA PAYMENT PLANS**

Name	Down Payment	Installment	Total
TWIA Full Pay	\$20,022.00	\$0.00	\$20,022.00
TWIA 2 Pay	\$10,011.00	\$10,011.00	\$20,022.00
TWIA 4 Pay	\$6,006.60	\$4,671.80	\$20,022.00
TWIA 10 Pay (Auto Pay)	\$3,003.30	\$1,890.97	\$20,022.00

**City of Sweeny**  
**Updated Wind/Hail Locations & Values for 2025-2026**

ID	Building Description		Address Line	City	Zip	Year Built	# of Stories	Building Values	Contents Value	Business Income Value	Total Value	Fire Construct ion Class	Area
4	City Hall	City Hall	102 W Ashley-Wilson Rd	Sweeny	77480-1202	1986	1	\$739,375			\$739,375	1	3020
5	Volunteer Fire Station/Generator	Volunteer Fire Station/Generator	210 N Pecan St	Sweeny	77480-3022	1970	1	\$1,139,063			\$1,139,063	3	5950
6	Library/Civic Center	Library/Civic Center	205 W Ashley-Wilson Rd	Sweeny	77480-1023	1983	1	\$1,872,747			\$1,872,747	3	10400
21	Seniors Bldg	Seniors Bldg	205 N Oak	Sweeny	77480-0000	2006	1	\$349,215			\$349,215	3	1763
22	Police Station	Police Station	123 N Oak	Sweeny	77480-3011	1970	1	\$560,000			\$560,000	4	2800
	Business Income									\$25,000	\$25,000		
	Extra Expense									\$25,000	\$25,000		
								\$4,660,400	\$0	\$50,000	\$4,710,400		

Heena Patel  
Victor Insurance Managers Inc.  
500 Dallas Street Suite 1400  
Houston, TX 77002

Apr 21, 2025

City of Sweeny, Ref# [REDACTED]  
Proposed Effective 5/22/2025 to 5/22/2026

We are pleased to confirm the attached quotation being offered with Lloyd's Syndicate #1919. This carrier is Non-Admitted in the state of TX. Please note that this quotation is based on the coverage, terms and conditions as stated in the attached quotation, which may be different from those requested in your original submission. As you are the representative of the Insured, it is incumbent upon you to review the terms of this quotation carefully with your Insured, and reconcile any differences from the terms requested in the original submission. CRC Insurance Services, Inc. disclaims any responsibility for your failure to reconcile with the Insured any differences between the terms quoted as per the attached and those terms originally requested. The attached quotation may not be bound without a fully executed CRC brokerage agreement.

NOTE: The Insurance Carrier indicated in this quotation reserves the right, at its sole discretion, to amend or withdraw this quotation if it becomes aware of any new, corrected or updated information that is believed to be a material change and consequently would change the original underwriting decision.

Should coverage be elected as quoted per the attached, Premium and Commission are as follows:

Premium:	\$55,017.00
Policy Fee	\$750.00
Broker Fee	\$275.00
Inspection Fee	\$1,000.00
Program Fee	\$1,100.00
Surplus Lines Tax	\$2,819.89
Stamping Office Fee	\$23.26
Grand Total:	\$60,985.15

Option to Elect Terrorism Coverage

TRIPRA Premium: APPLIES \$5,502.00  
Additional Taxes: \$269.04  
Total Including TRIA(if elected) \$66,756.19

Broker Fees & Policy Fees are Fully Earned at Binding

NOTE: If insured is located outside your resident state, you must hold appropriate non-resident license prior to binding.

If Non Admitted the following applies:

Texas Tax Filings are the responsibility of: CRC  
Guaranty Fund Nonparticipation Notice

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.

Surplus Lines Agent: CRC Insurance Services, License# [REDACTED]

Address: 1 Metroplex Drive, Suite 400, Birmingham, AL 35209

The Texas Department of Insurance (TDI) has adopted amendments to the Texas Administrative Code regarding required complaint notices included in insurance policies. These changes were effective on November 4, 2019, and must be implemented no later than May 1, 2020.

Sincerely,

Team Purdy  
13854939



## Texas Complaints Notice

### Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

### AmRisc, LLC

To get information or file a complaint with your insurance company or HMO:

**Call: Complaints Department at 252-247-8760**

**Toll-free: 877-284-4900**

Online: [www.AmRISC.com](http://www.AmRISC.com)

Email: [Complaints@AmRISC.com](mailto:Complaints@AmRISC.com)

Mail: AmRISC, LLC

Complaints Department

1700 City Plaza Drive, Suite 200

Spring, TX 77389

### The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030

LMA9080E

1 August 2023

**TEXAS SURPLUS LINES NOTICE**

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85% percent tax on gross premium.

LMA9079  
September 1, 2013

**Named Insured:** City of Sweeny  
**Account Number:** [REDACTED]  
**RN of Acct Number:** [REDACTED]  
**Quote Id :** 614777  
**Date/Time:** 4/21/2025 02:17 PM  
**Term:** 5/22/2025 - 5/22/2026  
**Valid Until:** 5/15/2025

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## Quote

**To:** Justin Purdy  
CRC Group Houston TX  
[REDACTED]

**From:** Michelle Robinson  
Waypoint Wholesale, an AmRisc  
Company  
[REDACTED]

**Named Insured:** City of Sweeny

**Effective Date:** 5/22/2025

**Expiration Date:** 5/22/2026

**Mailing Address:** 102 W Ashley-Wilson Road  
Sweeny , TX 77480

**Valid until:** 5/15/2025

### IF THIS ACCOUNT INCEPTS DURING HURRICANE SEASON, THIS QUOTE EXPIRES ON 5/15/2025

This Quote is based on the coverage, terms and conditions listed herein, which may be different from those requested in your original submission or shown in your produced binder. It is incumbent upon you to review the terms of this Quote carefully with your insured and reconcile any differences in the terms requested in your original submission or shown in your produced binder. AmRisc, LLC disclaims any responsibility for your failure to reconcile with the insured any differences between the terms shown in this Quote and those terms requested in your original submission or shown in your Certificates of insurance or produced binder.

The Quote is based on the information submitted on the property App-SOV. In the event there is conflicting material information between that information shown on the property App-SOV and other submitted information (Acord forms/etc). the information shown on the property App-SOV shall take precedence.

**Named Insured:** City of Sweeny  
**Account Number:** XXXXXXXXXX  
**RN of Acct Number:** XXXXXXXXXX  
**Quote Id :** 614777  
**Date/Time:** 4/21/2025 02:17 PM  
**Term:** 5/22/2025 - 5/22/2026  
**Valid Until:** 5/15/2025



**Waypoint** Item 2.

WHOLESALE

An AmRisk Company

**Mailing Address:**

102 W Ashley-Wilson Road  
 Sweeny, TX 77480

<b>Values(\$):</b>	Building	4,660,400
	Contents/BPP	0
	Other	0
	Rents	50,000

**Sum of TIV(\$):** **4,710,400**

<b>Valuation:</b>	Coinsurance:	N/A
	Limitation, TE:	1/12th monthly
	Valuation, PD:	RCV
	Valuation, TE:	ALS

**Perils Covered:** Wind & Hail Only

**Limits of Liability:** Limits of Liability: (as per schedule, NOT blanket)

**Total Limits of Liability:** \$4,710,400 (100.00 %) part of \$4,710,400 excess of "deductible"

**Deductibles:** (Deductibles are Per Occurrence unless stated otherwise)

AOP	NOT COVERED
NS Wind/Hail	3.00% minimum \$100,000
AO Wind/Hail	1.00% minimum \$100,000
Wind Driven Precip	3.00% minimum \$100,000

**Named Insured:** City of Sweeny  
**Account Number:** XXXXXXXXXX  
**RN of Acct Number:** XXXXXXXXXX  
**Quote Id :** 614777  
**Date/Time:** 4/21/2025 02:17 PM  
**Term:** 5/22/2025 - 5/22/2026  
**Valid Until:** 5/15/2025



**Waypoint** Item 2.

WHOLESALE

An AmRisk Company

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**Premium(\$):**

Premium:	55,017.00
<b>Subtotal:</b>	<b>55,017.00</b>

**Taxes & Fees(\$):**

Producer is responsible for collection/payment of State taxes & related fees

Inspection Fee:	1,000.00
Program Fee:	1,100.00

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<b>Total(\$):</b>	<b>57,117.00</b>
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**Additional options:**

Additional options listed below are not included in the above premium or tax summary, and additional charges may apply if purchased.

TRIPRA(\$):	5,502.00
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**Minimum Earned Premium:** 35%

**Term Rate (Reference Only):** \$1.168

**Named Insured:** City of Sweeny  
**Account Number:** [REDACTED]  
**RN of Acct Number:** [REDACTED]  
**Quote Id :** 614777  
**Date/Time:** 4/21/2025 02:17 PM  
**Term:** 5/22/2025 - 5/22/2026  
**Valid Until:** 5/15/2025



## Terms and Conditions

### Specific Terms and Conditions

Percent deductibles are per occurrence, per Location.

Coverage explicitly excludes all Flood including but not limited to Flood during windstorm events.

Limits are as per Schedule by Building, NOT blanket.

All Buildings with outstanding damage are excluded. Contact underwriter if waiver needed.

Roof coverings to be ACV if originally installed or last fully replaced prior to 2013

Coverage excludes all loss or damage directly or indirectly caused by any Named Storm in existence at time of written request to bind or inception of any new or additional exposure.

Cosmetic Roof Damage Restriction AR CRD applies.

Compass Policy Section II. A. "Covered Causes of Loss" is deleted in its entirety and replaced with the following:

II. A. COVERED CAUSES OF LOSS: This Policy insures against all direct physical loss or damage to Covered Property for the perils of Windstorm and Hail Only, except as excluded.

Any additions to outdoor property require prior Underwriter approval.

### Standard Terms and Conditions

Any Additional or Return premium under \$500 shall be waived, except for new perils or coverages added.

This quote is subject to acceptance both sides with NO COVER GIVEN.

Severe cancellation penalties apply to CAT exposed property.

### Information due at binding OR within 30 days of inception:

Signed Property Application/SOV (AR APP), Signed Flood Notice, Signed Surplus Lines Statement (Required at binding)

Signed TRIA Disclosure Notice(s)

To comply with regulatory provisions, unless the above requested information is received within 30 days, automatic NOC must be sent contingent upon receipt of information.

**Named Insured:** City of Sweeny  
**Account Number:** [REDACTED]  
**RN of Acct Number:** [REDACTED]  
**Quote Id :** 614777  
**Date/Time:** 4/21/2025 02:17 PM  
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**Valid Until:** 5/15/2025

## Extensions and Sublimits

### Form Type (unless otherwise identified):

Compass

### Standard Endorsements

Exclusion of Certified Acts of Terrorism (AR TRIA EXCL)

Standard forms/endts, avail upon req.

### Extensions and Sublimits

### Program Sublimits

Earth Movement per occ & ann aggr for all Locations combined; subject to:	Not Covered
Earth Movement per occ & ann aggr: CA, AK & HI	Not Covered
Earth Movement per occ & ann aggr: OR & WA	Not Covered
Earth Movement per occ & ann aggr: New Madrid	Not Covered
Flood, per occ & ann aggr for all Locations combined; subject to:	Not Covered
Flood, per occ & ann aggr: Zones A & V	Not Covered
Accounts Receivable	\$100,000
Civil or Military Authority, the lesser of	30 days max \$100,000
Contingent Time Element; the lesser of	60 days max \$100,000
Contractors Equipment; unscheduled: owned, leased, rented or borrowed	\$50,000
Any One Item	\$10,000
Course of Construction	\$100,000
Course of Construction Soft Costs	\$10,000
Debris Removal; the lesser of	25% / \$5,000,000
Electronic Data and Media	\$50,000
Errors or Omissions	\$25,000
Extended Period of Indemnity	90 days
Extra Expense	As Per Schedule
Expediting Expense	As Per Schedule
Fine Arts	\$50,000
Fire Brigade Charges	\$25,000
Fungus, Molds, Mildew, Spores, Yeast (per occ/ann aggr)	\$15,000
Ingress/Egress	30 days max \$50,000
Leasehold Interest	\$25,000
Limited Pollution Coverage (Annual Aggregate)	\$25,000
Lock Replacement	\$25,000
Miscellaneous Unnamed Locations	\$25,000
Newly Acquired Property	60 days max \$1,000,000
Ordinance or Law:	
Coverage A:	Incl in Bldg Limit
Coverage B:	10% per bldg, max \$1.0M per occ
Coverage C:	Included with Coverage B

Coverage D:	Incl in the TE, if cov'd	Item 2.
Coverage E	Included in the Building Limit	
Ordinary Payroll	30 days	
Plants, lawns, trees or shrubs	\$10,000	
Any one plant, lawn, tree or shrub	\$1,000	
Professional Fees (Annual Aggregate)	\$10,000	
Reclaiming, restoring or repairing land improvements	\$10,000	
Reward Reimbursement	\$10,000	
Royalties	\$10,000	
Service Interruption (72 hr qualifying period)	\$50,000	
Solar Power Systems	\$10,000	
Spoilage	\$10,000	
Time Element Monthly Limitation	1/12th monthly	
Transit	\$25,000	
Underground pipes,flues & drains	\$25,000	
Valuable Papers and Records	\$100,000	
Sinkhole Loss Extension	As Per Schedule	
Wind Driven Precipitation Per Occ and Ann Agg	\$100,000	



**Named Insured:** City of Sweeny  
**Account Number:** [REDACTED]  
**RN of Acct Number:** [REDACTED]  
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## Carrier Participation

<u>Carrier (May change at binding)</u>	<u>AM Best / S&amp;P</u>
Certain Underwriters at Lloyds (Lloyds)	A XV / A+
Indian Harbor Insurance Company (IndianH)	A+ XV / A+
Old Republic Union Insurance Company (ORU)	A+ XV / A+
GeoVera Specialty Insurance Company (GVS)	A VIII/na
MS Transverse Specialty Insurance Company (TSIC)	A VIII/na
Spinnaker Specialty Insurance Company (SPI)	A- VIII
Everest Indemnity Insurance Company (EIIC)	A+ XV
Obsidian Specialty Insurance Company (RSC)	A- VII
Emerald Bay Specialty Insurance Company (EBS)	A-VII

Company Ratings stated above reflect our best efforts for updating the information, but may be out of date at the time of this quote or binder. Financial Review is the responsibility of the Insured.

Unless notified otherwise, completion of this form replaces the application, statement of values, hard copy loss runs and formally executed loss letters. This form contains the information submitted to date. The form must be completed, signed and returned for underwriter's review and acceptance within 30 days of inception. Any inaccurate information identified on the returned form is automatically deemed noted and agreed by underwriters upon receipt, so please return as soon as possible.

**Named Insured:** City of Sweeny **Account ID:** [REDACTED]

**Mailing Address:** 102 W Ashley-Wilson Road, Sweeny, TX 77480

Loc/Bldg No.	Address	City	State	Zip	Building Area (Sq. ft)	% Automatic Sprinklers	Original Year Built	ISO Const. (1 to 6)	No. Of Buildings
	As per schedule on file with Waypoint Wholesale, an AmRisc Company								
<b>Totals:</b>					48,795	0%			10

If you have any questions regarding the type of construction or other information, discuss with your agent prior to signing this application.

Valuation:	RCV	RCV	RCV	ALS	
Coins:	N/A	N/A	N/A	1/12th monthly	
Loc/Bldg No.	Building	Contents/BPP	Other	Rents	
	As per schedule on file with Waypoint Wholesale, an AmRisc Company				Loc TIV
Totals:	\$4,660,400	\$0	\$0	\$50,000	\$4,710,400

These values often form the basis of the policy's limit of liability. Please review carefully.

List ALL losses caused by requested perils for the prior 17 years that did or may exceed the specified threshold. Please add any losses if not listed. Incomplete loss history is considered material and may void coverage.

**Threshold:** **\$5,000**

DOL	Description / COL	Incurred	Status (O/C)	DOL	Description / COL	Incurred	Status (O/C)
07/08/2024	Hurricane Beryl	\$72,020	C				
09/14/2021	Hurricane Nicholas	\$11,279	C				
04/02/2017	Clain on buydown	\$50,323	C				

Has any policy or coverage been declined, cancelled or non-renewed during the prior 3 years (not applicable in MO.) Is the applicant a S-Chapter Corporation, partnership or any other type of sole proprietor organization? Does the applicant have any reason that they would not be aware of all losses for the prior 5 years? If habitational, is there any aluminum distribution wiring?	No  No  No  No	Has any applicant been convicted of arson in the past 10 years? Any bankruptcies or tax credit liens against applicant in prior 5 years? Has net income been negative for 2 of the past 3 years? If so, please attach financials or tax returns for 3 years.	No  No  No
<b>Explain any Yes answers. If necessary, add additional pages, which are hereby made part of the application.</b>			
List any Discrepancies. Discrepancies received by underwriters prior to a loss shall be deemed noted and agreed by underwriters. However, additional premium may be charged as of the date the information is received by underwriters.			

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree. The Insured further acknowledges the fraud statement above and understands the Policy will contain a Fraud Notice by state. Severe cancellation penalties apply to CAT exposed property - Form is available upon request. Carriers' participation may change prior to binding or throughout the coverage period.

In accordance with insurance rules and regulations, this notice is to inform you that AmRisc, LLC for services rendered may receive compensation in the form of commission paid as a percentage of premiums and fees. Fees are assessed in compliance with applicable state law and are due when coverage is bound. I, the undersigned, have reviewed the terms, conditions, premiums, fees and amount to be charged and find them to be acceptable. By signing below, and in exchange for the coverages to be provided pursuant to the terms and conditions of the applicable insurance policy, I agree to pay the premiums, fees, and other amounts to be charged.

**To the best knowledge of the applicant and the producer, the above information is true and complete.**

Applicant Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Producer Printed Name \_\_\_\_\_

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

Producer Signature \_\_\_\_\_ Date \_\_\_\_\_

**DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE****INSURED:** City of Sweeny**Account ID:** [REDACTED]**LIMITS:** As per the attached Authorization or Indication

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID

BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of USD \$5,502
	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

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 Policyholder/Applicant's Signature

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 Print Name

---

 Date

 LMA9184  
 09 January 2020

**This notice applies to the following carriers and their respective participation quoted herein:**

Certain Underwriters at Lloyds  
 Indian Harbor Insurance Company  
 Old Republic Union Insurance Company  
 GeoVera Specialty Insurance Company  
 MS Transverse Specialty Insurance Company  
 Spinnaker Specialty Insurance Company  
 Everest Indemnity Insurance Company  
 Obsidian Specialty Insurance Company  
 Emerald Bay Specialty Insurance Company

**Flood Notice**

AR FN 03 18

Item 2.

**If the policy issued by Waypoint Wholesale, an AmRisc Company excludes Flood, the following shall apply:**

**Flood Exclusion Acknowledgement**

I understand the policy issued by Waypoint Wholesale, an AmRisc Company does NOT provide coverage for loss or damage caused by or resulting from Flood, including any Flood and/or storm surge associated with windstorm events.

I understand that Flood insurance can be purchased elsewhere from a private flood insurer or the National Flood Insurance Program.

It is strongly recommended that Insureds in "Special Flood Hazard Areas" or areas subject to Flood, including Flood and/or storm surge from windstorm events, obtain Flood coverage.

I also understand that execution of this form does NOT relieve me of any obligation that I may have to my mortgagees or lenders to purchase Flood insurance.

**If the policy issued by Waypoint Wholesale, an AmRisc Company includes Flood, the following shall apply:**

**Flood Coverage**

I understand the policy issued by Waypoint Wholesale, an AmRisc Company does provide coverage for loss or damage caused by or resulting from Flood, including any Flood and/or storm surge associated with windstorm events.

I understand that loss or damage caused by or resulting from Flood, including any Flood and/or storm surge associated with windstorm events, will be subject to the Flood sublimit stated elsewhere in the policy

I understand that if I do not sign this form that my application for coverage may be denied or that my policy issued by Waypoint Wholesale, an AmRisc Company may be cancelled or non-renewed. I have read and I understand the information above.

**Named Insured: City of Sweeny**

**Account No.:** XXXXXXXXXX

\_\_\_\_\_  
Policyholder/Applicant's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

# Surplus Lines Statement



Item 2.

4/21/2025  
Justin Purdy  
CRC Group

Policy #:

Company:

RE: City of Sweeny

Certain Underwriters at Lloyds

Account ID:

Indian Harbor Insurance Company

Old Republic Union Insurance Company

GeoVera Specialty Insurance Company

MS Transverse Specialty Insurance Company

Spinnaker Specialty Insurance Company

Everest Indemnity Insurance Company

Obsidian Specialty Insurance Company

Emerald Bay Specialty Insurance Company

This policy is being written on a surplus lines basis in a state where the above listed companies are not licensed.

It is your responsibility to arrange for applicable tax filings as well as the payment of the state taxes and/or stamping fee on the policy.

Please acknowledge that you understand this requirement of the Insurance Department for placing surplus lines business out of state by completing the statement below.

Michelle Robinson

The producer signing below is hereby responsible for applicable surplus lines filings and the payment of state taxes and fees on this policy.

The producer hereby represents that all Due Diligence statements required by law have been satisfactorily completed and obtained and will be kept on file by the filing broker. Such Due Diligence statements shall be transmitted to AmRisc, LLC or their assigns upon request.

The producer hereby represents that all Surplus Lines taxes and fees shall be stamped or otherwise identified in a prominent manner on the evidence of coverage in accordance with applicable laws and regulations.

Producer Signature

Arrangements have been made for such filing (premium by state breakdown attached) and payment with:

Please check if Home State Filing:

☐

Identify State:

Please fill in License Information below:

State	Home State	State 1 TX	State 2	State 3	State 4
SL Broker Information:					
Name					
Company					
License Number					
Street Address					
City					
State					
ZipCode					
Email Address					
Phone Number					

**NOTE: A copy of this executed form must be received in our office as a condition of binding**

**If account has more than 4 states filling Surplus Lines taxes on an individual state basis, please provide per state Surplus Lines Information.**



# AGENDA MEMO

Business of the City Council  
City of Sweeny, Texas

Item 3.

<b>Meeting Date</b>	05/09/2025	<b>Agenda Items</b>	
<b>Approved by City Manager</b>		<b>Presenter(s)</b>	
<b>Reviewed by City Attorney</b>		<b>Department</b>	Administration/ Grants
<b>Subject</b>	Discussion and possible action to Resolution for the submission of the Community Development Block Grant- Mitigation (CDBG-MIT) application, authorizing the Mayor and City Manager to act as the City's Executive Officer and Authorized Representative.		
<b>Attachments / Supporting documents</b>	Resolution 25-102		
<b>Financial Information</b>	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

## Executive Summary

Resolution has been created in support of the filed application for the Community Development Block Grant with Brazoria County for the rehabilitation and upgrades to four (4) of the City's existing sewer lift stations. Application submitted on 04/15/2025 includes plans to update the existing control panels and replace and/or add an additional grinder pump at all four locations qualifying as low to moderate income areas.

Lift Stations within the designated areas: Kent/Shady, Cedar Street, Pecan Street, & FM 1459

Existing LMI surveys were submitted in order to encompass the Cedar Street and Pecan Street lift stations. The LMI's required staff to previously complete household income questionnaires or surveys with residents in the direct vicinity.

This application is for previous funding allocated in 2023, from which will be re-allocated, pursuant to the recently cancelled Pecan Street Water Line Replacement Project, if approved/awarded. If we had waited to file the application as of June 1<sup>st</sup>, funds would not be eligible for release (if approved) until next calendar year.

If approved, funds would be available after October 1<sup>st</sup>, 2025, pending the completion of an environmental review if applicable. Funds previously allocated - \$180,500.00.

The City is set to receive conditionally allocated funds again in 2026, as per the Cooperative City Funding Schedule through the Brazoria County CDBG Program.

## Recommended Action

To approve Resolution 25-102, supporting the submitted CDBG grant application for the possible rehabilitation and upgrade of four (4) sewer lift stations, allowing for the Mayor and City Manager to act as the City's Executive Officer and Authorized Representative if awarded.

RESOLUTION NO. 25-102

A RESOLUTION OF THE CITY OF SWEENEY, TEXAS,  
AUTHORIZING THE SUBMISSION OF A COMMUNITY  
DEVELOPMENT BLOCK GRANT APPLICATION TO THE  
BRAZORIA COUNTY COUMMUNITY DEVELOPMENT  
DEPARTMENT FOR PROGRAM YEAR 2023; AUTHORIZING THE  
MAYOR OR CITY MANAGER TO ACT AS THE AUTHORIZED  
REPRESENTATIVES IN ALL MATTERS PERTAINING TO THE  
APPLICATION.

WHEREAS, the City Council of the City of Sweeny desires to submit an application for a Housing and Urban Development Community Development Block Grant to the Brazoria County Community Development Department; and

WHEREAS, the application is for the rehabilitation and upgrade of four existing lift stations and meets the program's low and moderate income requirements;

WHEREAS, it is in the best interest of the City to apply for said grant.

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

Section One (1): That a Community Development Block Grant application for the 2023 Brazoria County Development Program be filed on behalf of the City of Sweeny.

Section Two (2): That said application is for the rehabilitation and upgrade of four existing lift stations, being located at FM 1459, Kent/Shady, Cedar and Pecan;

Section Three (3): That the City Council directs and designates the City Manager or Mayor to act in all matters in connection with this application to be authorized to execute this application and any subsequent contractual documents.

Section Four (4): That all funds will be used in accordance with all applicable, federal, state, local and programmatic requirements.

Section Five (5): That the City Council finds and declares that the meeting at which this resolution was passed complied with the requirements of the Texas Open Meetings Act.

Section Six (6): This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED this \_\_\_\_\_ day of May, 2025.

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DUSTY HOPKINS, Mayor of the  
City of Sweeny, Texas

ATTEST:

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KAYDI SMITH, City Secretary