



CITY COUNCIL MEETING REGULAR SESSION

Tuesday, August 19, 2025 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, August 19, 2025 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

CEREMONIAL PRESENTATIONS

1. Proclamation: Patriot Day, September 11, 2025

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.

2. Minutes: Special and Regular Session; July 15, 2025; Special Session July 22, 2025; Special Session August 05, 2025, Special Session August 11, 2025
3. Financial Statements
4. Monthly Departmental Updates; July 2025

REGULAR AGENDA

5. Discussion and possible action to agenda request for variance to the Zoning Ordinance, Exhibit A, Section 110-173 (c) for proposed fence at 1203 East 7th Street; Jones

- [6.](#) Discussion and possible action to Resolution 25-106, approving the Sweeny Economic Development Corporation's revised Performance Agreement with Equipment Share.
- [7.](#) Discussion and possible action to Sweeny Economic Development Corporation's 2025/2026 Fiscal Year budget.
- [8.](#) Discussion and possible action to the Crime Control and Prevention District's 2025/2026 Fiscal Year budget.
- [9.](#) Discussion and possible action to Sweeny Beautification Committee's 2025/2026 Fiscal Year budget.
- [10.](#) Discussion and possible action to the Fire Department's 2025/2026 Fiscal Year budget.
- [11.](#) Discussion and possible action to the Police Department's 2025/2026 Fiscal Year budget.
- [12.](#) Discussion on the City's proposed budget for the 2025/2026 Fiscal Year prior to final adoption.
- [13.](#) Discussion and possible action to proposed ordinance to require exterior security cameras for apartment complexes.
- [14.](#) Discussion and possible action to appoint a Rabies Control Authority.
- [15.](#) Discussion and possible action to annual interlocal agreement with Brazoria County for construction, improvement, maintenance, and/or repair of streets.

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 August 19, 2025 was posted on the City Hall bulletin board on the _____ day of August, 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 August, 2025 at approximately _____AM / PM.

Kaydi Smith, City Secretary



**CITY OF SWEENEY
OFFICE OF THE MAYOR**

This year marks twenty three years since that Tuesday morning when the United States was forever changed. On September 11, 2001, as ordinary people started their days in New York City, Washington D.C., and Pennsylvania, cowardly and senseless acts of terrorism and hate stole 2,977 innocent lives, devastating families and communities. People across the world were shocked by the cruelty and horror of the terrorist act, even as they were inspired by the bravery of the first responders.

Over the course of that morning, our Nation lost family members, friends, loved ones, coworkers – each one with hopes and dreams. Over twenty years later, we still feel the loss, the trauma, the pain, and the quest for justice. The images still within our collective memories. Planes piercing buildings. Smoke filling skies. Towers turning to dust. The injured fleeing to safety. The heroes rushing toward danger.

In the grief that followed, what Americans found was solace in one another. In one of our Nation's darkest days, we united in the face of evil and uncertainty. And in the midst of the destruction, we witnessed incredible acts of bravery from law enforcement officers and first responders who charged into buildings to rescue their fellow Americans, to regular citizens who stepped up to help in a time of need.

The aftermath of the attacks of September 11, 2001, proved that we are stronger together. Even as we continue to recover from this tragedy, we know for certain that there is nothing that America cannot overcome. Through sorrow, with God's help, we find strength. Through remembrance, in God's mercy, we find healing. We move forward with resolve, forever cherishing the memories of the souls who perished that day.

Today, I encourage my citizens in Sweeny to pause in remembrance of the innocent lives lost on September 11, 2001. As our city, state and nation united in the face of destruction and tragedy those years ago, let us once again remember the enduring patriotism that binds us together not only as a nation, but as A City With Pride. Together, we will be a guiding light for our future generations.

Therefore, I, Dusty Hopkins, Mayor of Sweeny Texas, do hereby proclaim September 11, 2025, to be

Patriot Day

in Sweeny and urge the appropriate recognition whereof.

Mayor Dusty Hopkins

CITY COUNCIL MEETING SPECIAL SESSION BUDGET WORKSHOP

Item 2.

Tuesday, July 15, 2025 at 5:00 PM

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

MINUTES

BE IT KNOWN that the City Council of the City of Sweeny met in **Special Session** on **Tuesday, July 15, 2025 at 5:00 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 5 PM. Neal Bess Jr., Reese Cook, Brian Brooks, Sandra Blaine, and Shaun Massey were in attendance.

BUDGET WORKSHOP

1. FY 25/26 Budget

Council discussed the 2025-2026 fiscal budget.

2. Gas System/Rates Discussion

Council discussed the gas system as a whole, required mandates and upgrades needed, and revenues versus expenditures within the system.

ADJOURN REGULAR SESSION

Mayor Hopkins adjourned the meeting at 5:51 PM.

Staff and Boards Present

City Manager, David Jordan

Chief of Police, Brad Caudle

Director of Public Works, DeLane Brown

Finance Director / Personnel Services, Karla Wilson

City Secretary, Kaydi Smith

Passed and approved this _____ day of _____, 2025.

Kaydi Smith -- City Secretary

CITY COUNCIL MEETING REGULAR SESSION

Item 2.

Tuesday, July 15, 2025 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 met in **Regular Session** on **Tuesday, July 15, 2025 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 PM.

Neal Bess Jr., Reese Cook, Brian Brooks, Sandra Blaine, and Caniel "Shaun" Massey were in attendance.

PLEDGES & INVOCATION

Pledges were led by Neal Bess Jr.

Invocation was given by Reese Cook.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

Linda Smith, 504 Magnolia, addressed Council and stated that sixth street, starting at the gas station, along with fifth street down to Magnolia, is full of holes and needs to be addressed. There is a TNMP pole leaning in that area as well.

Linda Wolf stated she has been in contact with the Public Works Department about the Crosson Street ditch. It needs to be cleaned out.

CONSENT AGENDA

1. Minutes: Special Session & Regular Session, June 17, 2025

Mayor Hopkins asked for a motion to approve the Special Session and Regular Session minutes from June 17, 2025. Brian Brooks stated so moved. Shaun Massey seconded. All in favor. Motion carries.

2. Presentation of YTD General Fund and Enterprise Fund Income and Expenses

3. Presentation of Fiscal Year 2024 – 2025 Quarterly Investment Report, Third Quarter

Mayor Hopkins asked for a motion to accept the Fiscal Year 2024-2025 Quarterly Investment Report for the third quarter. Brian Brooks stated so moved. Neal Bess Jr. seconded. All in favor. Motion carries.

4. Personnel Status – Information Only

5. Project Status Report & Gas Compliance Update

6. Critical Equipment Report, Generator Update, & Sidewalk Repair Update

7. FY 24/25 3rd Quarter Departmental Reports (April 01- June 30); Police Department, Public Works, City Secretary, Fire Department, Economic Development Corporation

Mayor Hopkins asked for a motion to accept all remaining consent agenda items in one motion. Reese Cook moved to accept. Brian Brooks seconded. All in favor. Motion carried.

REGULAR AGENDA

8. Discussion and possible action to sewer and drainage concerns and reimbursement request for 105 Main; S Town Legends

Kristin and Phillip Simmons, owners of S-Town Legends, explained sewer issues at S-Town Legends. The issues started with City hired contractors for the Main Street Water Line Project. The contractors

were fixing another issue and busted a pipe in front of their business. This created kitchen and bathroom sewer issues, causing the business to close for several days. After speaking with the City, they have been told the issue is fixed. No issues were found after the last rain event. Problems occurred after contractors broke the line and it filled with dirt/mud, plugging it. The Simmons are requesting reimbursement of \$6,050.00. Councilman Cook asked if there is any proof and Ms. Simmons responded that she does have pictures and videos. Ms. Simmons stated that the city was notified the day the contractor broke the line and responded onsite.

Neal Bess Jr. motioned to reimburse S-Town Legends in the amount of \$6,050.00 for disruption of business for sewer flooding. Shaun Massey seconded. All in favor. Motion carried.

9. Discussion and possible action relating to agenda request received for Police Department Special Investigation; Paula Jeffries

Attorney Stevenson made a statement prior to starting that we cannot discuss the investigation as it is an active case, nor personnel issues within open session without following the complaint procedures.

Sunny Weeks approached the podium with Paula Jeffries on speaker phone. Ms. Jeffries stated she has filed a formal complaint. It has been eight months since her daughter's death, and she still has no answers. She asked several questions to Council. Police Chief Brad Caudle gave answers to Ms. Jeffries' questions, along with a timeline of events, that would not impede with the investigation or the prosecution.

Discussion only, no action.

10. Discussion and possible action to agenda request received regarding case of Robert Phillips; Phillips Family/Weeks

Sunny Weeks asked Chief Caudle questions regarding the case of Robert Phillips, including recent social media interactions. This is currently an active case. Chief Caudle addressed questions as allowable with regard to the active case.

Discussion only; no action

11. Discussion and possible action to update from West Brazos Drainage District No. 11; John Richers

John Richers, WBDD No. 11, gave an update to drainage projects completed or in progress within our area.

Discussion only; no action.

12. Discussion and possible action to appoint Parks and Recreation Board members for a two-year term.

Reese Cook moved to reappoint Jenny Massey and Woodrow Tolley to the Parks and Recreation Board for an additional term of two years to expire in 2027. Neal Bess Jr. seconded. All in favor. Motion carried.

13. Discussion and possible action to Res. 25-104, approving an economic incentive and performance agreement by and between the Sweeny Economic Development Corporation and Equipmentsshare.com Inc.

Reese Cook moved to approve Resolution 25-104 as written and presented. Brian Brooks seconded. All in favor. Motion carried.

14. Discussion and possible action to approve change order and issuance of final payment for the Main Street Water Line Replacement Project.

Council previously discussed this briefly as it references item no. 8. Council would need to approve the change order minus the \$6,050.00 that was approved to be paid to S-Town Legends. Councilman Cook asked about a leaking valve, if there were any utility disruptions from broken lines taken into consideration, and any plans to cleanup or restore? City Manager responded that there is no sodding in

the project. There are two spots in the roadway pavement to be addressed but will fall under the warranty due to timeline constraints.

Brian Brooks moved to approve the change orders minus the \$6,050.00 for reimbursement to S-Town Legends. Shaun Massey seconded. All in favor. Motion carried.

15. Discussion and possible action for usage of City property; Lions Club

Reese Cook moved to allow the Lions Club to use the BY Park 08/09/2025 for their 4th annual back-to-school event and additionally have a temporary suspension of the park closing time restrictions for the stated.

Brian Brooks seconded.

Discussion: Neal Bess Jr. stated this is a dual thing as the Fire Department is involved in this also.

All in favor. Motion carried.

16. Discussion and possible action to annual review and adoption of Res. No. 25-105, approving the Comprehensive Financial Policy.

Reese Cook moved to approve a resolution adopting the Comprehensive Financial Policy, which includes the City's Investment Policy as presented. Brian Brooks seconded.

Discussion: Councilman Cook asked about Section 8, Budget Amendments/Adjustments, are there thresholds for completing amendments during the fiscal year versus end of year. Karla Wilson, Finance Director, addressed Cook. Adjustments moving between line items would not change the bottom line. Amendments would change and require Council approval.

All in favor. Motion carried.

17. Discussion and possible action on engaging KM&L, LLC for professional financial audit services for the 2024-2025 fiscal year ending September 30, 2025.

Mayor Hopkins asked for a motion to engage KM&L LLC for professional financial audit services for the 2024-2025 fiscal year ending September 30, 2025. Neal Bess Jr. stated so moved. Reese Cook seconded. All in favor. Motion carried.

18. Discussion and possible action to Ord. 25-108, amending Section 51.02 of the City's Ordinances entitled Garbage.

Reese Cook moved to approve as written and presented. Neal Bess Jr. seconded.

Discussion: Sandra Blaine asked for clarification of the amendment presented.

Neal Bess Jr. and Reese Cook approved. Brian Brooks, Sandra Blaine, and Shaun Massey opposed. Motion failed.

19. Discussion and possible action to proposed ordinance to require exterior security cameras for apartment complexes.

Reese Cook submitted questions/concerns of the proposed ordinance to Council, entered into the minutes as Exhibit A. Shaun Massey additionally reviewed and made suggestions. Attorney Stevenson suggested revisions be sent to him in order to revise and present at the next meeting.

Discussion only; no action.

20. Discussion and possible action to previously approved consent agenda report items.

Cook moved to remove them from the consent agenda and try the new system for monthly department heads update. Shaun Massey seconded. Reese Cook, Brian Brooks, Sandra Blaine, and Shuan Massey approved. Neal Bess Jr. abstained. Motion carried.

ITEMS OF COMMUNITY INTEREST

Neal Bess Jr. stated this is the 30-year celebration of Sweeny Fire Department. The Fire Department and the Lions Club will be holding the Back-to-School Drive for Backpacks. They will serve hot dogs on

08/09/2025 and give out school supplies. There will be water slides and fire truck rides. This is to give back to the community for 30 years of support.

David Jordan stated he will be there to help with the hot dogs.

Chief Caudle recognized Sweeny Fire and Rescue for going to the hill country to help with the recent flooding.

ADJOURN REGULAR SESSION

Mayor Hopkins adjourned the meeting at 8:17 PM.

Financial Statements are on file with the City Secretary's Office.

Exhibit A: Item No. 19. Discussion and possible action to proposed ordinance to require exterior security cameras for apartment complexes. Submitted by Councilman Cook

Staff and Boards Present

City Manager, David Jordan

Chief of Police, Brad Caudle

Director of Public Works, DeLane Brown

Finance Director / Personnel Services, Karla Wilson

City Secretary, Kaydi Smith

Passed and approved this _____ day of _____, 2025.

Kaydi Smith -- City Secretary

From: [Reese Cook](#)
Sent: Monday, July 14, 2025 9:52 AM
To: [Kaydi Smith](#); [Dusty Hopkins](#); [City Manager](#)
Cc: [Brad Caudle](#); [Director PW](#); [Karla Wilson](#); [REDACTED]
Subject: Re: Council 07/15/2025

Follow Up Flag: Follow up
Flag Status: Completed

Good morning all,

I'd like to pose some concerns I have with the proposed camera ordinance. Some of these concerns may be covered by the law in general, but I feel the ordinance itself is too broad and I think clarification on some of these items is needed to meet both the intent of the proposed ordinance as well as not infringe on any individual rights of the tenants, residents, visitors, or general public.

1. Privacy Implications

- Current Concerns:
 - The ordinance mandates camera coverage of all parking areas, gate entries and exit points, building doorways, and exterior spaces up to the property line. While these are external spaces, residents may still feel surveilled during their normal comings and goings.
 - There's a risk that cameras could unintentionally record activities inside private units if not properly angled, especially near doorways or windows, which may raise Fourth Amendment concerns regarding "unreasonable searches."
- Proposed Changes:
 - Limit mandatory camera angles to publicly accessible communal areas (e.g., entrances, parking lots, walkways) and explicitly prohibit views into private areas like windows or balconies.
 - Add a clause requiring privacy-respecting installation.

2. Government Inspections and Discretion

- Current Concerns:

- The Sweeny Police Department or Fire Marshal's Office must inspect and approve camera placement and may require additional cameras at any time if coverage is deemed insufficient. This provision grants broad discretion to city officials without clear criteria, potentially leading to arbitrary enforcement, increased financial burden, and/or inconsistent applications of the law.
- Proposed Changes:
 - Define objective, written criteria for camera adequacy.

3. Lack of Resident Consent or Notice

- Current Concerns:
 - The ordinance requires signs or decals indicating surveillance at public exits and entrances, but it does not require individual notice or consent from tenants. This could lead to complaints from residents who are unaware of the extent of surveillance or their rights regarding footage.
- Proposed Changes:
 - Require property owners to provide a one-page notification to tenants upon lease signing/renewal.
 - Include information on what is monitored, retention period, and how footage is accessed.

4. Data Retention and Access

- Current Concerns:
 - Property owners must store footage for at least 30 days and must provide it to law enforcement within 72 hours of a request. There is no requirement for a warrant, subpoena, or court order, raising questions about whether this bypasses due process protections and whether residents' rights are sufficiently protected in the handover of video data to law enforcement agencies.
- Proposed Changes:
 - Require that footage requests comply with standard legal procedures (e.g., warrant, subpoena, or written administrative request under specific conditions).
 - Add a clause stating that voluntary cooperation is encouraged, but compelled production must follow due process.

5. No Clear Appeals or Oversight Mechanism

- Current Concerns:
 - There is no mention of a process for challenging enforcement actions, disputing inspections, or appealing decisions by city officials, which could infringe upon property owners' procedural due process rights.
- Proposed Changes:
 - Add a simple appeals process.

As always, feel free to reach out with any questions or concerns on any of these items.

Thanks,
Reese

From: Kaydi Smith

Sent: Friday, July 11, 2025 4:33 PM

To: Dusty Hopkins ; City Manager

Cc: Brad Caudle ; Director PW ; Karla Wilson ; [REDACTED]

Subject: Council 07/15/2025

Good afternoon all,

Please see the attached agenda/packets for TUESDAY'S Council meetings.

We are starting with a **Budget Workshop at 5PM**; budget will be handed out at the meeting. There is no agenda packet for this meeting.

The Regular 6PM meeting will be lengthy, the full packet is attached. Please review and let me know if you may have any questions. As always, the agendas and packet can be located on our website using the following link.

[Agendas/Minutes](#) | [City of Sweeny Texas Meetings](#)

Thank you,



Kaydi Smith
City Secretary

P: 979 548 3321

E: kdsmith@sweenytx.gov

CITY OF SWEENEY

102 W Ashley Wilson Road | PO Box 248 | Sweeny, TX 77480

www.sweenytx.gov | 979 548 3321

CITY COUNCIL MEETING SPECIAL SESSION

Item 2.

Tuesday, July 22, 2025 at 5:00 PM

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

MINUTES

BE IT KNOWN that the City Council of the City of Sweeny met in **Special Session** on **Tuesday, July 22, 2025 at 5:00 PM.** at City Hall, 102 W. Ashley Wilson Rd, Sweeny, Texas with the following agenda.

CALL TO ORDER/ROLL CALL

Mayor called the meeting to order at 5 PM.

Neal Bess Jr., Reese Cook, Brian Brooks, and Daniel "Shaun" Massey were in attendance. Sandra Blaine was absent.

PLEDGES & INVOCATION

Pledges were led by Neal Bess Jr.

Invocation given by Reese Cook.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

N/A

REGULAR AGENDA

1. Discussion and possible action to appointing a rabies control officer.

City Manager David Jordan stated this is required by state law. The Rabies Control Officer must be appointed by the Council. Our City ordinance states the Rabies Control Officer is to be the Public Works Director. However, Animal Control is no longer under the Public Works Department. The City would need to amend the ordinance to reflect who Council designates. This officer oversees that all state laws and city ordinances are enforced as written. Mr. Jordan stated that since the Animal Control Officer is under the Police Department, he would designate the Police Chief. Reagan Moreno was in attendance to offer information as she is a licensed Animal Control Officer. The City additionally needs to establish an Animal Control Committee by statute.

Shaun Massey motioned to appoint Reagan (Moreno) as the Rabies Control Officer with the City of Sweeny, and if she accepts, direct to work under Public Works and under supervisor of City Manager. Seconded by Neal Bess Jr.

Discussion: Does the statute state the officer must be an employee of the City asked Cook? Council discussed the statute and motion made, as hiring an employee is not on the agenda. The agenda item would need to follow our ordinance or the ordinance would need to be amended dependent on Council's designation. Council requests that this be discussed further at the next regular session.

Councilman Massey stated he wished to pull his motion from the table for appointing Reagan to the rabies control officer. There is already a motion and a second and could not be pulled.

Council voted and all council members in attendance opposed. Motion failed.

BUDGET WORKSHOP

2. FY 25/26 Budget

ITEMS OF COMMUNITY INTEREST

Neal Bess Jr. stated that the Greater Mount Zion Church is hosting their school bash on August 2nd and the Lions Club will be helping.

ADJOURN REGULAR SESSION

Mayor adjourned the meeting at 6:28P.

Staff and Boards Present

City Manager, David Jordan

Chief of Police, Brad Caudle

Director of Public Works, DeLane Brown

Finance Director / Personnel Services, Karla Wilson

City Secretary, Kaydi Smith

Passed and approved this _____ day of _____, 2025.

Kaydi Smith -- City Secretary

CITY COUNCIL MEETING SPECIAL SESSION & BUDGET WORKSHOP

Item 2.

Tuesday, August 05, 2025 at 5:00 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, August 05, 2025 at 5:00 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 5 PM.

Neal Bess Jr., Reese Cook, Brian Brooks, Sandra Blaine, and Caniel "Shaun" Massey were in attendance.

PLEDGES & INVOCATION

Pledges were led by Neal Bess Jr.

Invocation given by Reese Cook.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

N/A

BUDGET WORKSHOP

1. Fiscal Year 2025 / 2026 Budget Workshop

REGULAR AGENDA

2. Action to call the Public Hearing of the Fiscal Year 2025 / 2026 Proposed Budget for Monday, August 11, 2025 at 5 PM, located at Sweeny City Hall, 102 W. Ashley Wilson Road, Sweeny Texas 77480.

Mayor Hopkins asked for a motion to call the Public Hearing of the Fiscal Year 2025 / 2026 Proposed Budget for Monday, August 11, 2025 at 5 PM, located at Sweeny City Hall, 102 W. Ashley Wilson Road, Sweeny Texas 77480. Brian Brooks so moved. Shaun Massey seconded. Reese Cook, Brian Brooks, Sandra Blaine, and Shaun Massey approved. Neal Bess Jr. opposed. Motion carries.

ITEMS OF COMMUNITY INTEREST

ADJOURN REGULAR SESSION

Mayor adjourned the meeting at 6:20 PM.

Staff and Boards Present

City Manager, David Jordan

Chief of Police, Brad Caudle

Director of Public Works, DeLane Brown

Finance Director / Personnel Services, Karla Wilson

City Secretary, Kaydi Smith

Passed and approved this _____ day of _____, 2025.

Kaydi Smith -- City Secretary



CITY COUNCIL MEETING SPECIAL SESSION

Monday, August 11, 2025 at 5:00 PM

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

MINUTES

BE IT KNOWN that the City Council of the City of Sweeny met in **Special Session** on **Monday, August 11, 2025 at 5:00 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 5:00 PM.

Neal Bess Jr., Reese Cook, Sandra Blaine, and Shaun Massey were in attendance. Brian Brooks arrived after roll call at 5:05 PM.

PLEDGES & INVOCATION

The pledges were led by Neal Bess Jr.

The invocation was given by Reese Cook.

PUBLIC HEARINGS AND ACTION ITEMS

1. Public Hearing on the annual budget for the Fiscal Year 2025-2026
This budget will raise more revenue from property taxes than last year's budget by an amount of \$514,227 which is a 31.39% increase from last year's budget, and of that amount, \$8,766 is tax revenue to be raised from new property added to the tax roll this year.

Mayor Hopkins read the public hearing information aloud and opened the Public Hearing at 5:03 PM. The Public Hearing was closed at 5:04 PM. No attendees were present for the Public Hearing.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

N/A

REGULAR AGENDA

2. Discussion and possible action to tax rate submission to Council.

Council discussed the tax rates and how they would affect the proposed budget. The 2025 tax rate calculations are:

No New Revenue	\$0.623281
Voter Approval	\$0.740596
De minimis	\$0.907397

3. Discussion and possible action to adopt the annual Budget by Ordinance for the 2025/2026 Fiscal Year and / or to postpone the final budget by vote; LGC §102.007; **MUST BE A RECORD VOTE**, *At the conclusion of the public hearing, the governing body of the municipality shall take action on the proposed budget.*

Mayor Hopkins read the heading of the Budget Ordinance and stated that this budget will raise more revenue from property taxes than last year's budget by an amount of \$514,227 which is a 31.39% increase from last year's budget, and of that amount, \$8,766 is tax revenue to be raised from new property added to the tax roll this year.

After previous discussions from item no. 2, modifications have been requested to the budget. Postponing would allow those modifications to be completed and brought back for review. Staff is recommending

postponing the adoption of the budget. This must be a record vote, FOR or AGAINST, as action must be taken following the public hearing as per LGC §102.007.

Mayor Hopkins asked for a motion to postpone the final adoption of the FY 2025/2026 Budget. Brian Brooks stated so moved. Reese Cook seconded.

Discussion: Staff gave additional information on postponing budget adoption.

Neal Bess Jr.	voted	FOR
Reese C. Cook	voted	FOR
Brian Brooks	voted	FOR
Sandra Blaine	voted	FOR
Caniel "Shaun" Massey	voted	FOR

Present but not voting, Mayor Dusty Hopkins.
All were in favor. Motion carried.

4. Discussion and possible action to scheduling a public hearing for proposed tax rate for Fiscal Year 2025-2026.

Mayor Hopkins asked for a motion to call and set the public hearing on the proposed tax rate for Tuesday, August 26th, 2025, at 5 PM at City Hall, located at 102 W Ashley Wilson Road, Sweeny, Texas 77480. Brian Brooks stated so moved. Sandra Blaine seconded.

Discussion: Council asked about moving the regularly scheduled meeting to coincide with the August 26th meeting. After discussion, both meetings will be left as scheduled; 08/19 and 08/26. Councilman Bess requested to discuss the Fire Department and Police Department budget individually at the next meeting, 08/19/2025.

All in favor. Motion carried.

5. Discussion and possible action to set a proposed tax rate by record vote.

Mayor Hopkins stated that the proposed tax rate must be a record vote; FOR or AGAINST.

Brian Brooks motioned to approve a proposed tax rate of \$0.901224/100 exceeding the voter approval rate. This rate consists of Maintenance and Operations and the calculated debt rate of \$0.172801.

Caniel "Shaun" Massey seconded.

Discussion: Councilman Brooks stated he has talked to several people about this. All were in favor of the 90 cents.

Neal Bess Jr.	voted	FOR
Reese C. Cook	voted	FOR
Brian Brooks	voted	FOR
Sandra Blaine	voted	FOR
Caniel "Shaun" Massey	voted	FOR

Present but not voting, Mayor Dusty Hopkins.
All were in favor. Motion carried.

ITEMS OF COMMUNITY INTEREST

Brian Brooks stated the Backyard Park event last weekend was great. The Lions Club, Fire Department, P66 and Police Department did a great job.

Mayor Hopkins stated that the Police Department went to Grand Jury on the Jeffries case last week. It will be going to trial, if it doesn't plea out first, with a murder indictment. The Police Department will be looking at adding flock cameras at entryways into/exiting the City. These cameras capture everything from vehicle descriptions to license plates and would be beneficial. Chief is working on this.

ADJOURN REGULAR SESSION

Mayor Hopkins adjourned the meeting at 5:38 PM.

Staff in Attendance:

City Manager, David Jordan
Finance Director, Karla Wilson
Public Works Director, DeLane Brown
Police Chief, Brad Caudle
City Secretary, Kaydi Smith

Passed and approved the _____ day of _____, 2025.

Kaydi Smith, City Secretary



AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Item 4.

Consent Agenda	Monthly Departmental Updates July 01- July 31
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Departments

- Police Department, Code Enforcement, & Humane
- Public Works Department, Water, Sewer, Gas, Streets, Vehicles, & Equipment
- City Secretary, Municipal Court, & Developmental Services
- Sweeny Economic Development Corporation



Sweeny Police Department

Est. 1909 | Home of the Unknown Soldier
123 N. Oak Street | Sweeny, Texas 77480
Dispatch | 979-548-3111 | Office | 979-548-3112
Brad Caudle, Chief of Police



Item 4.

MONTHLY PRODUCTIVITY REPORT

JULY 2025

Officer	Shifts Worked	Total Miles	Calls for Service	Reports	Citations	Warnings	Total Traffic Stops	Crash Reports	Arrests
SGT FERREL	15	958	46	6	9	32	41	0	5
OFFICER SMITH	12	762	34	0	1	16	17	0	1
OFFICER PENA	16	1473	52	4	2	14	16	1	0
OFFICER REYES	16	1117	46	7	4	29	33	1	3
OFFICER BURT	15	733	37	3	5	20	25	0	0



Sweeny Police Department

Est. 1909 | Home of the Unknown Soldier
123 N. Oak Street | Sweeny, Texas 77480
Dispatch | 979-548-3111 | Office | 979-548-3112
Brad Caudle, Chief of Police



Item 4.

Code Enforcement Quarterly Report **07/2025**

Code Enforcement

Cases Started

Tall Gras-40
Junk Yards- 10
Unsafe Structures- 5
Junk Vehicle- 5
Trash/Rubbish/Debris- 4

Total Cases- 64
Certified Letters Sent- 64
TICKETS TO OWNER 0

Cases Closed

Tall Grass- 30
Unsafe Structure- 5
Abandoned Sign- 2
Junk Yard- 5

Brad Caudle
Chief of Police
Sweeny Police Department
Email: bbcaudle@sweenytx.gov



Sweeny Police Department

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123 N. Oak Street | Sweeny, Texas 77480
Dispatch | 979-548-3111 | Office | 979-548-3112
Brad Caudle, Chief of Police



Item 4.

Quarterly Humane Report

7/2025

Animal Control Officer Rodger Larsen

Dog Calls- 115
Dogs Picked up by ACO-5
Dogs Adopted- 1
Dogs Returned to Owner(s)-6
Dogs that went to Rescue Shelters-3
Dogs Euthanized- 0
Dogs in Animal Shelter- consistently full, average 10 per month

Cat Calls- 0
Cats Picked up by ACO- 0
Cats Adopted- 0
Cats Returned to Owner(s)- 0
Cats that went to Rescue Shelters- 0
Cats Euthanized- 0
Cats in Animal Shelter- 0

Miscellaneous Calls-
Call Outs-
Dog Bite Report/Follow-up-
Animal Cruelty Case-

TRAINING

UNDERSTANDING THE LINK BETWEEN ANIMAL CRUELTY AND FAMILY VIOLENCE

Brad Caudle
Chief of Police
Sweeny Police Department
Email: bbcaudle@sweenytx.gov



Office of Public Works July Update

	Month	YTD
PUBLIC WORKS		
	16.016	16.016
Water Treated	MGAL	MGAL
Water Turn On	49	49
Water Turn Off	7	7
Dirty Water	4	4
Non-Payment/Disconnects	41	41
Water Leaks City	14	14
Water Leaks Customer	8	8
Water Service Taps	1	1
Water Meter Repairs	6	6
Chlorine Used	477 LBS	477 LBS
Polymer Used	192 GAL	192 GAL
Gas Sold	1558 CCF	1558 CCF
Gas Turn On	36	36
Gas Turn Off	5	5
Gas Taps	0	0
Gas Leaks City	3	3
Gas Leaks Customer	0	0
Gas Service Taps	0	0
Gas Meter Repairs	0	0
	18.181	18.181
Sewer Treated	MGAL	MGAL
Sewer Taps	0	0
Sewer Stoppages City	0	0
Sewer Stoppages Customer	1	1
Chlorine Used	705 GAL	705 GAL
Manhole Repairs	0	0



STREETS

Signs Repaired	2	2
Signs Replaced	0	0
Street Repairs Asphalt Used	5	5
Drainage	0	0
Culverts Installed	0	0
Culverts Cleaned	0	0
Ditches Dug Out	0	0
Building Repairs	3	3
Major Equipment Repairs	2	2

VEHICLES

UNIT NUMBER / MILEAGE	Monthly Repair Costs	YTD Repair Costs
100/62139.2	0	0
101/56247.2	0	0
103/155941.4	25	25
104/45514.2	4284.45	4284.45
105/87764	28.78	28.78

EQUIPMENT

UNIT NUMBER / HOURS	Monthly Repair Costs	YTD Repair Costs
Backhoe/548.2	0	0
Mini Excavator/1579.1	569.89	569.89
Tractor/609.9	21.64	21.64
Mower 151/271.6	0	0
Mower 160/248.3	0	0



CITY SECRETARY

Monthly Departmental Update

07/01-07/31/2025

COUNCIL ITEMS

Council Meeting Agendas (3), Packets (1), & Minutes Created/Completed (3)
Budget & Budget Posting Requirements, Public Hearings & Advertisements

GRANTS/ FUNDING OPPORTUNITIES

Biweekly FEMA Meetings; Hurricane Beryl; CAT G awarded; CAT A In Progress
TDEM cost overrun submittal updates- CC Generator
CDBG Fire Hydrants- LMI discrepancies updated and RFI's completed;
7/7/25 County submitted full applications (all entities) and are completing additional RFI's

PIA's

Public Information Requests Completed; 5 extensive	15
Attorney General Opinions Requested	3

EMERGENCY OPERATIONS

Disaster Debris Webinar
TDEM Required Attendee Webinar for Grant Expended Funds to Recipients
STEAR Meeting at Brazoria County, STEAR Registrant Updates
STEAR Calls; Updates to Registrants

COMMUNICATIONS

Website Updates, Changes, Additions, Replacements of Files, Calendar Updates, Newsfeeds, Posting Requirements, Closures, Etc.	32
---	----

MUNICIPAL COURT

Tickets Processed	22
Number of Payments Received	34
Warrants Recalled	18
Warrants Issued	8
Cases Closed	37
Total Amount Collected ** Full Amount; COS only retains approximately 40%	\$7,735.10
Initial Appearance Hearings Held, 9 cases on docket	1
Show Cause Hearings Held, 26 cases on docket	1
Pre Trial Hearings Held	1
Bench/Jury Trial Hearings Held, 10 cases on docket, 1 Bench Trial completed	1

** Municipal Court is now holding all hearings on the 4th Wednesday of the Month; full day dockets

DEVELOPMENTAL SERVICES & RENTALS STATISTICS FOLLOWING



August 19, 2025, Council Meeting
Report Date: July1 - July31, 2025
Submittal Date: Wednesday, August 13, 2025

Developmental Services- Permitting

MyGov report attached for the report dates to include permits issued:

YTD 01.01.2025 – 07.31.2025
Previous Month 07.01.2025 – 07.31.2025

Completed Inspections

Mr. Jordan-13
Don Malone-1
Steve Upton- 1- Covered while Don Malone was out on vacation.
Tex- 1
Delane Brown-5

Total Fees Collected for the Month: \$2603.52

Active Residential & Commercial Construction

Commercial Construction:
906 N Main Street /O’Riellys, 131 Calvie Brown Rd /new office building
SISD Project, Sweeny Hospital Project
Residential:
208/209/210/211 Silverleaf Rd
402 Pecan St -variance approved for current structure, 2nd structure pending issuance.

Pre- Development Meetings for the Month : 1 For possible 60 Arce housing development by Calvie Brown Rd

Rentals

Community Center -4
Community Center Meeting Room-3 groups occupying the meeting room
Seniors Building – 5 groups occupying the building currently.

Month



Activity Report - By Project Type

from feed: 07/01/2025 - 07/31/2025

PROJECT TYPE	ALL PROJECTS	ISSUED PERMITS
Building Permit (C)	1	0
Building Permit - Mechanical (C)	1	1
Building Permit -Electrical (R)	4	4
Building Permit -Electrical RECONNECT	1	1
Building Permit Single Family (R)	3	1
Building Permit- Mechanical (R)	4	4
Fence Permit (R)	4	4
Fire Sprinkler	1	0
Plumbing Permit (C)	2	1
Plumbing Permit (R)	1	1
Project Reviewal Fees	1	0
Roofing Permit	6	6
Tree Removal / Trimming Permit	2	2
AVERAGE	2.38	1.92

PROJECT TYPE	ALL PROJECTS	ISSUED PERMITS
TOTAL	31.00	25.00



Activity Report - By Project Type

from feed: 01/01/2025 - 07/31/2025

PROJECT TYPE	ALL PROJECTS	ISSUED PERMITS
Building Permit (C)	8	7
Building Permit - Electrical (C)	8	9
Building Permit - Mechanical (C)	3	3
Building Permit -Electrical (R)	27	28
Building Permit -Electrical RECONNECT	7	6
Building Permit Single Family (R)	31	26
Building Permit- Mechanical (R)	19	19
Civil, Flatwork, or Driveway Permit	11	11
Culvert Permit	2	2
Demolition Permit (R)	2	2
Fence Permit (C)	1	1
Fence Permit (R)	12	11
Fire Alarm	1	1
Fire Sprinkler	1	0
Plumbing Permit (C)	8	7

PROJECT TYPE	ALL PROJECTS	ISSUED PERMITS
Plumbing Permit (R)	22	23
Project Reviewal Fees	17	0
Roofing Permit	30	31
Sign Permit	1	2
Tree Removal / Trimming Permit	19	18
AVERAGE	11.50	10.35
TOTAL	230.00	207.00



Fees Collected - By Project Type

Date Paid from Fees feed: 07/01/2025 - 07/31/2025

TITLE	ACCOUNT NUMBER	AMOUNT PAID	DATE PAID
BUILDING PERMIT SINGLE FAMILY (R) (3)			
Building Permit (R)		\$ 439.92	07/18/2025 at 11:23 AM
Reinspection Fee		\$ 50.00	07/02/2025 at 8:54 AM
Roof Fee		\$ 50.00	07/18/2025 at 11:23 AM
AVERAGE		\$ 179.97	
TOTAL		\$ 539.92	
BUILDING PERMIT - MECHANICAL (C) (1)			
Commercial HVAC Permit Fee		\$ 100.00	07/29/2025 at 3:48 PM
AVERAGE		\$ 100.00	
TOTAL		\$ 100.00	
BUILDING PERMIT -ELECTRICAL (R) (14)			
Cover Up Inspection Fee		\$ 50.00	07/23/2025 at 2:25 PM
Electrical - Number of Lighting Fixtures		\$ 9.00	07/23/2025 at 2:25 PM
Electrical - Outlets		\$ 22.50	07/23/2025 at 2:25 PM
Electrical - Services		\$ 10.00	07/21/2025 at 11:54 AM
Electrical - Services		\$ 10.00	07/23/2025 at 8:41 AM
Electrical - Services		\$ 10.00	07/23/2025 at 2:25 PM
Electrical - Services		\$ 10.00	07/24/2025 at 3:59 PM

TITLE	ACCOUNT NUMBER	AMOUNT PAID	DATE PAID
Electrical Permit Fee		\$ 50.00	07/23/2025 at 8:41 AM
Electrical Permit Fee		\$ 50.00	07/23/2025 at 2:25 PM
Electrical Permit Fee		\$ 50.00	07/24/2025 at 3:59 PM
Electrical Permit Fee		\$ 50.00	07/21/2025 at 11:54 AM
Reinspection Fee		\$ 50.00	07/02/2025 at 11:49 AM
Reinspection Fee		\$ 50.00	07/17/2025 at 4:14 PM
Rough In Inspection Fee		\$ 50.00	07/23/2025 at 2:25 PM
AVERAGE		\$ 33.68	
TOTAL		\$ 471.50	

BUILDING PERMIT- MECHANICAL (R) (5)

Cover Up Inspection Fee	\$ 50.00	07/23/2025 at 2:39 PM
HVAC Install & Duct Work	\$ 50.00	07/23/2025 at 2:39 PM
HVAC Install & Duct Work	\$ 50.00	07/25/2025 at 9:06 AM
HVAC Install/Replace System Only	\$ 50.00	07/10/2025 at 2:12 PM
HVAC Install/Replace System Only	\$ 50.00	07/02/2025 at 9:09 AM
AVERAGE	\$ 50.00	
TOTAL	\$ 250.00	

ROOFING PERMIT (9)

Double FEE	\$ 50.00	07/02/2025 at 10:20 AM
Double FEE	\$ 50.00	07/23/2025 at 11:47 AM
Double FEE	\$ 50.00	07/14/2025 at 12:22 PM

TITLE	ACCOUNT NUMBER	AMOUNT PAID	DATE PAID
Roof Fee		\$ 50.00	07/02/2025 at 10:20 AM
Roofing Permit		\$ 50.00	07/23/2025 at 11:47 AM
Roofing Permit		\$ 50.00	07/14/2025 at 12:22 PM
Roofing Permit		\$ 50.00	07/07/2025 at 9:57 AM
Roofing Permit		\$ 50.00	07/25/2025 at 3:30 PM
Roofing Permit		\$ 50.00	07/01/2025 at 2:08 PM
AVERAGE		\$ 50.00	
TOTAL		\$ 450.00	

BUILDING PERMIT -ELECTRICAL RECONNECT (2)

Electrical Permit Fee		\$ 50.00	07/30/2025 at 9:47 AM
Reconnect FEE		\$ 25.00	07/30/2025 at 9:47 AM
AVERAGE		\$ 37.50	
TOTAL		\$ 75.00	

PLUMBING PERMIT (R) (11)

Plumbing - Dishwasher		\$ 2.50	07/02/2025 at 11:11 AM
Plumbing - Sinks		\$ 7.50	07/02/2025 at 11:11 AM
Plumbing - Tubs or showers		\$ 5.00	07/02/2025 at 11:11 AM
Plumbing - Vacuum Breakers 1-5		\$ 2.50	07/02/2025 at 11:11 AM
Plumbing - Washing Machine		\$ 2.50	07/02/2025 at 11:11 AM
Plumbing - Water Closets		\$ 5.00	07/02/2025 at 11:11 AM
Plumbing - Water Heater		\$ 2.50	07/02/2025 at 11:11 AM

TITLE	ACCOUNT NUMBER	AMOUNT PAID	DATE PAID
Plumbing - Water Piping		\$ 5.00	07/02/2025 at 11:11 AM
Plumbing Permit Fee		\$ 60.00	07/02/2025 at 11:11 AM
Reinspection Fee		\$ 50.00	07/16/2025 at 4:11 PM
Rough In Inspection Fee		\$ 50.00	07/02/2025 at 11:11 AM
AVERAGE			
		\$ 17.50	
TOTAL			
		\$ 192.50	

PLUMBING PERMIT (C) (2)			
Plumbing - Pressure Test		\$ 15.00	07/28/2025 at 2:17 PM
Plumbing Permit Fee		\$ 60.00	07/28/2025 at 2:17 PM
AVERAGE			
		\$ 37.50	
TOTAL			
		\$ 75.00	

PROJECT REVIEWAL FEES (1)			
Residential Plan Reviewal Fee		\$ 399.60	07/17/2025 at 3:56 PM
AVERAGE			
		\$ 399.60	
TOTAL			
		\$ 399.60	

TREE REMOVAL / TRIMMING PERMIT (2)			
Tree Trimming / Removal Permit Fee		\$ 25.00	07/17/2025 at 10:23 AM
Tree Trimming / Removal Permit Fee		\$ 25.00	07/10/2025 at 11:11 AM
AVERAGE			

TITLE	ACCOUNT NUMBER	AMOUNT PAID	DATE PAID
		\$ 25.00	
TOTAL		\$ 50.00	
AVERAGE		\$ 52.07	
TOTAL		\$ 2,603.52	

Executive Director Report

Item 4.

Completed quarterly reports for City council meeting. Emailed Equipment Share. Sent emails requesting updates for Trilogy, Stark and grinder station. David said grinder station should be here by August 1st. Called Sparklight have requested a copy of the contract. Emailed Jeff Moore. Walked the old Dollar General with Brian, David and Delane. Scheduled a site visit with Equipment Share. Work on getting information ready for meeting. EDC will start meeting in the meeting room at the Community Center. Worked on the budget for EDC. Worked on the performance agreement for Equipment Share. I received an email from JB Harris Group requesting a meeting to see how they could get involved in the community. Attended the Alliance Luncheon - Industry Update Met with Randy Argon from JB Harris Group. They may be interested in land at the Industrial Park. Reached out to Windstream again. Requesting the contract. The grinder station has arrived. I called Windstream again to request the contract or what we need to do to disconnect services. EDC will report monthly to city council instead of quarterly. Worked on agenda, financials, budget and reconcile bank statements.

Profit and Loss
Sweeny Economic Development
July 14-August 7, 2025

Distribution account	Total
Income	
Bank Interest	678.78
Sales Tax Income	13,040.42
Total for Income	\$13,719.20
Cost of Goods Sold	
Gross Profit	\$13,719.20
Expenses	
Admin. Expense	0.00
Education	70.00
Office Supplies	152.03
Phone/Internet	41.68
Total for Admin. Expense	\$263.71
Loan Interest Expense	3,614.44
Total for Expenses	\$3,878.15
Net Operating Income	\$9,841.05
Other Income	
Other Expenses	
Net Other Income	0.00
Net Income	\$9,841.05

Balance Sheet
Sweeny Economic Development Corporation
As of August 7, 2025

Item 4.

Distribution account	Total
Assets	
Current Assets	
Bank Accounts	
Money Market Acct #1038451	552.69
Now Acct. #1038478	49,122.78
TexPool	185,799.58
Total for Bank Accounts	\$235,475.05
Other Current Assets	
Loan	8,325.00
Total for Other Current Assets	\$8,325.00
Total for Current Assets	\$243,800.05
Fixed Assets	
Industrial Park Property	1,447,755.45
Phase I	221,145.32
Phase II	112,325.67
Phase III	98,321.12
Phase IV	23,125.20
Total for Industrial Park Property	\$1,902,672.76
Total for Fixed Assets	\$1,902,672.76
Other Assets	
Total for Assets	\$2,146,472.81
Liabilities and Equity	
Liabilities	
Payroll Liabilities	9,173.00
Federal Taxes (941/943/944)	1,621.99
Federal Unemployment (940)	-43.32
Medical	2,508.73
Total for Payroll Liabilities	\$13,260.40
Total for Other Current Liabilities	\$13,260.40
Total for Current Liabilities	\$13,260.40
Long-term Liabilities	
Southside Bank Loan	758,349.54
Total for Long-term Liabilities	\$758,349.54
Total for Liabilities	\$771,609.94
Equity	
Retained Earnings	1,279,476.32
Net Income	85,396.55
Opening Bal Equity	9,990.00
Total for Equity	\$1,374,862.87
Total for Liabilities and Equity	\$2,146,472.81



AGENDA MEMO

Business of the City Council

City of Sweeny, Texas

Item 5.

Meeting Date	08/19/2025	Agenda Items	
Approved by City Manager	Yes	Presenter(s)	Kaydi Smith
Reviewed by City Attorney		Department	Developmental Services
Subject	Discussion and possible action to agenda request for variance to the Zoning Ordinance, Exhibit A, Section 110-173 (c) for proposed fence at 1203 East 7 th Street; Tyler Jones		
Attachments / Supporting documents	Agenda Request with Proposed Drawing, Application		
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

Variance is requested to Ordinance 110-173 to allow for a privacy fence to extend past the building line, consisting of a non-see thru material.

Resident is requesting to add a privacy fence on the western side of their property, approximately 240 feet. Resident is requesting to allow for a privacy fence to extend past the building line. Their building line is approximately 130 feet from the roadway.

Ordinance §110-173 (c) -- No fence or enclosure shall extend closer to any street right-of-way line than the building line in front (see section 110-2 building line definition, being the front of the building) and the point of intersection of the building line with the property line on the side, except for –picket, chainlink, and ornamental see – thru fences are to be permitted in front of the building line on those lots platted prior to the date of the ordinance. Fences on corner lots must allow clear traffic line of sight, and be no more than 4' in height. Any plants, trees, etc. planted must also allow clear traffic line of sight. Also, when the lot is at least one (1) acre or more, ornamental see – thru (spaces six (6) inches to eighteen (18) inches in width) iron or steel fences with brick pillars may be erected up to and along the minimum setback line in front and on the property line on the side to its intersection with the minimum setback line in front

§110-2 Definitions- Building Line- means a line, usually parallel to street or property line, beyond which buildings shall not be erected. Once a building is legally erected under the provisions of this chapter, the front of the building shall be considered to the building line for that building for the purpose of determining placement of all fences, except ornamental fences as outlined in Section 110-171.

Newly amended setbacks for R2B are now: Front- fifteen (15) feet.

Recommended Action

Council discretion:

If approving: To approve a variance to the Zoning Ordinance, Exhibit A, Section 110-173 (c), allowing for a privacy fence to extend past the building line, nearest the west property line, closest to East 7th Street, as depicted and presented, located at 1203 E 7th Street.



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:

Tyler Jones

Mailing Address:

1203 East 7th Street

Physical Address:

Email(s):

Phone(s):

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

looking to get an "ok" on 6^{ft} fence between properties. Reach above number if clarification needed.

Signature:

[Handwritten Signature]

Date:

2025-07-18

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.

Rcvd 7/18/25

WCH# 505 45881

Item 5.



CITY OF SWEENY

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

Fence Permit Application

Homeowner Bonnie Jones Contact No. [REDACTED] Tyler Jones Email [REDACTED]

Is this a Homeowners Permit Request? No

Contractor Superior Fences Services Contact No. 979-798-4068 Email superiorfences@hotmail.com

Address of Property to be fenced 1203 E. 7th St.

One lot? Yes More than One Lot? No Are all lots platted together? N/A

Type of Fencing Material:

Wood x Vinyl Chain Link Brick Rot Board Yes, 2

Residential Property x Commercial

New Fence x Add On Repair Replace Privacy x

Height 7

Survey Attached?

Drawing Attached?

Proof of Ownership Attached?(BCAD)

Length to be installed (total footage) 237.38'

x yes no

xxx yes no

[Signature] yes X no

Fence must not encroach on City Easement and must not present a blind corner for motor vehicles.

Per Ordinance §110.173, (2) Requirements. The building official shall require that every application for a fence construction permit be accompanied by one (1) copy of a plan or plot drawn to scale and showing the following in sufficient detail to enable the building official to ascertain whether the proposed fence and its placement is in accordance with this chapter: a. Lot dimensions and corners. The actual shape, proportion and dimensions of the lot to be built upon and satisfactory evidence that actual corners of the lot are known and are identified by stakes or rods and established on the ground. The proposed fence should be within the property line of the lot seeking the permit.

§110.173 No fence or enclosure shall extend closer to any street right-of-way line than the building line in front and the point of intersection of the building line with the property line on the side, except for picket, chain-link, and ornamental see thru fences are to be permitted in front of the building line on those lots platted prior to the date of the ordinance. Fences on corner lots must allow clear traffic line of sight, and be no more than 4' in height.

The City of Sweeny does not have the authority to enforce deed restrictions. Please make sure the following have been identified prior to applying for permits. Upon permit issuance, you will be required to acknowledge the below by signature on said issued permits. Please acknowledge now by initialing each space below.

 The applicant has checked for any property-specific information such as deed restrictions or restrictive covenants on the property.

 The applicant is responsible for any conflicts between the property-specific information and the request for the proposed development.

Bob Rogen for Superior Fence Services
Applicants Signature

7/15/2025

Date

*****REMINDER - YOU ARE REQUIRED TO CALL 811 BEFORE YOU DIG*****

The City of Sweeny general liability for Building, Electrical, Plumbing, and Mechanical contractors is \$300,000. Should the insurance be terminated or expire, no inspections will be performed until valid insurance is received. This is a requirement for any permit that requires general liability insurance. Under no circumstances will paid fees be refunded or transferred. Applications and plans will be held for 180 days. After 180 days this application and plans will be voided and disposed of unless a valid building permit is issued. The City of Sweeny has adopted the International Building Code, National Electrical Code, Standard Plumbing, Mechanical and Gas Codes, NFPA, and International Fire Code. All building construction plans should adhere to these building codes. APPROVED PERMIT BECOMES VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 180 DAYS. FEES WILL DOUBLE IF WORK IS COMMENCED BEFORE VALID PERMIT IS ACQUIRED.

PERMIT MUST BE DISPLAYED ON THE JOB SITE AT ALL TIMES AS WORK IS BEING COMMENCED.

APPROVED: YES / NO BY: on this DATE of Were survey stakes/ground rods verified?

Does this create a blind corner? Does the requested meet ordinance requirements?

Is the fence extended past the building line? If so, does it go down to 4'? Of see thru material?

COMMENTS:

Email <u>7-2-25</u>	Close <u>7-11-25</u>	Installation Start Date _____	Estimate Day Mon Tue Wed Thur Fri	Item 5.
Invoice	PO#	_____	Estimate Time _____	

CLOSE
 Start Date _____
 Survey _____ Permit _____
 Line Locates _____ Lightspeed _____
 Invoice _____



Superior Fence Services
 4075 CR 355, Brazoria, TX 77422



Date 2 Jul 25

Office #979-798-4068 or #979-849-4640, Fax # 979-849-9802

Email: superiorfences@hotmail.com Website: www.superior-fences.com

Customer:

BOONIE
TYLER JONES

Email:



Address:

1203 EAST 7th St.

City:

SWEENEY

Phone

Numbers:



Sales Rep:

RON

Notes - Customer Requests

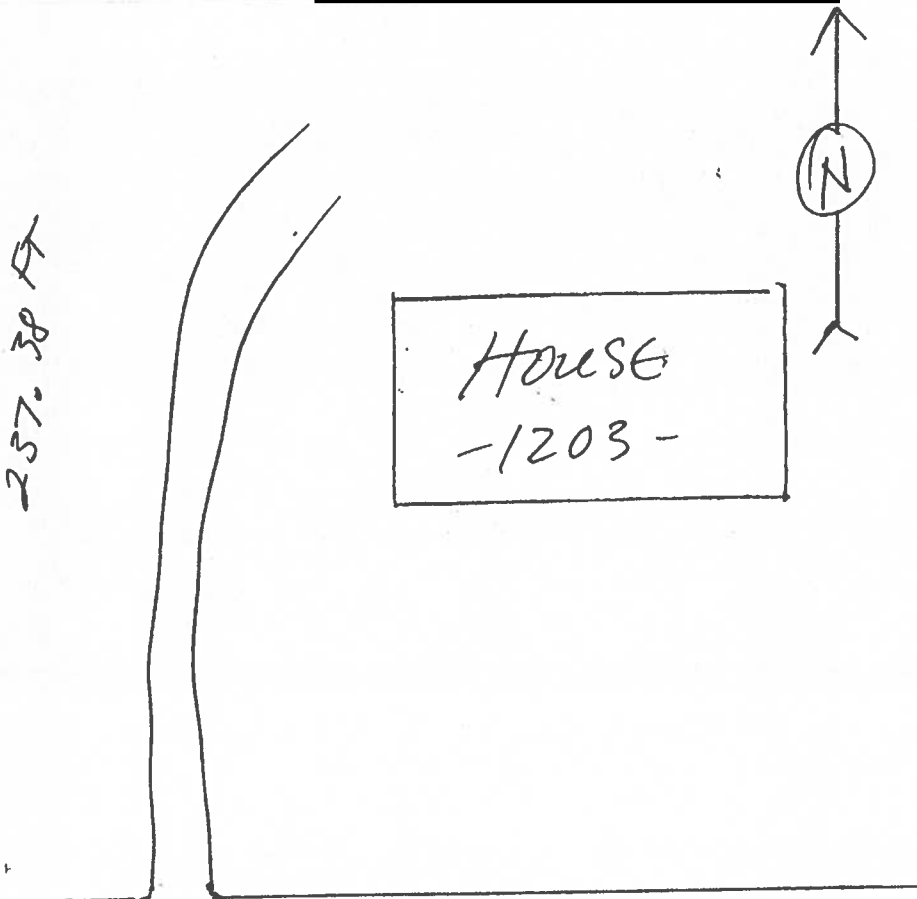
210' NEW PRIVACY
TREATED PICKETS
3 RAILS ROT BOARDS
(2-1x6)

7' TALL \$6,260⁰⁰

OR
8'6" TALL \$7,180⁰⁰

OR
6'6" TALL \$5,840

237.38 ft



E. 7th St.

Estimated Job Cost: \$

Superior Fence Services will obtain all the required permits and schedule Texas One Call "811" to locate public underground utility lines for electric, phone, cable, internet, etc. Superior Fence Services will not be responsible for damage to personal / private underground lines for sewer, sprinkle systems, plumbing, electric, water, etc.

I agree with the job description, the layout, line locate conditions and estimated cost.

Signature:

Date:

Price is good for ninety (90) days. We accept all major Credit Cards or Lyon Financial call 877-754-5966 at <https://www.lyonfinancial.net>

Task # 36545881

City of Sweeny Item 5.

102 W. Ashley Wilson Rd, Sweeny, TX

Status: Closed			Priority: Yes	
Submitted By	Phone	Email	Address	
Jennifer Miller		jnmiller@sweenytx.gov	102 W. Ashley Wilson Rd	
Type	Area	Room	Class	Assigned To
PERMIT		1203 E 7th St		
Asset	GL Code	Transaction Vendor	Amount	Assigned Vendor
			\$	
Date Created	Date Modified	Resolution		Duration
07/16/2025 2:57 PM	07/17/2025 11:24 AM	1 Days 20Hrs 26Mins		0Hrs 0 Mins

Comments:

Superior Fence 979-798-4068 is planning to install a new wood privacy fence approximately 237.38 ft in length on the left side of the home 7 ft tall. (back yard)
Please review the attached plans and schedule a time to meet onsite
Does this create a blind corner ? Does the requested meet ordinance requirements ?
Were stakes / ground rods verified ? Does the fence extend past the building line ? If so, does it go down to 4' and of see thru material ?

Notes:

permit is NOT approved based on current ordnances. fence is not see thru or 4ft from the front of house. resident would need to come to council for a variance. DeLane Brown Thu Jul 17 11:23:57 CDT 2025

Called Superior waiting on call back to set up time. DeLane Brown on Wed Jul 16 15:02:25 CDT 2025

ER: Untitled Workspace
 TIME: 8:59:08 AM
 DATE: 8/2/2023
 PROJECT: 7th Survey Plot 1203 East 7th.dgn

- NOTES:

- I, TERRY SINGLETARY, REGISTERED PROFESSIONAL LAND SURVEYOR
DO HEREBY CERTIFY THAT THE ABOVE PLAT IS A TRUE REPRESENTATION OF A
SURVEY MADE UNDER MY SUPERVISION, ON THE GROUND, AND THAT THERE ARE
NO EXCESSES NOR INTRUSIONS ON THIS PROPERTY, EXCEPT AS SHOWN.
DATE SURVEYED: JULY 14, 2023



Terry Singhtang

EAST 7TH STREET

NORTH MCKINNEY ST

GARY L. HOOD & ALICE Y. HOOD
CALLED 10.463 ACRES
C.F. NO. 2003-023775
B.C.O.R.

GARY L. HOOD & ALICE Y. HOOD
CALLED 10.463 ACRES
C.F. NO. 2003-023775
B.C.O.R.

N 35°39'02" E 159.55'

FND. 5/8" I.R.

METAL BUILDING
ON BLOCKS
(9.8' x 11.8')

49.0'

8.04'

OH

CONCRETE
(7.8' x 10.4')

OH

DETAIL A

66.4'

S 46°33'22" E 273.23'

5.1'

69.4'

DETAIL A

13.1'

CM

WM

R = 308.99'
Δ = 23°01'17"
L = 124.15'
CH = S 29°20'43" W
123.33'

FND. 5/8" I.R.
W/ CAP

GARY L. HOOD & ASSOCIATES
C&LS NO. 469
DATE 10-16-07

SURVEY PLAT
OF

1.696 ACRES

OUT OF A
CALLED 18.91 ACRE TRACT
AND BEING THAT SAME TRACT AS RECORDED IN
COUNTY CLERK'S FILE NO. 2007-023517
OF THE
BRAZORIA COUNTY OFFICIAL RECORDS
IN THE
IMLA KEEP LEAGUE
ABSTRACT 79
CITY OF SWEENEY
BRAZORIA COUNTY, TEXAS
FOR

BONNIE W. JONES

1203 EAST 7TH STREET



Doyle & Wachtstetter, Inc.
Surveying and Mapping GPS/GIS

SURVEYED:	AC/7-14-23	BOOK:	SWEENEY VOL.	PROJ NO:	15671-23-01
DRAWN BY:	JMJ/7-17-23	CHECKED:	TRS/7-25-23	REVISED:	NONE

tem 5.



AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Meeting Date	08/19/2025	Agenda Item	Resolution for Equipment Share
Approved by City Manager		Presenter(s)	Jenny Massey/Michelle Medina
Reviewed by City Attorney		Department	Sweeny EDC
Subject	Resolution for Equipment Share		
Attachments			
Financial Information	Expenditure Required:		
	Amount Budgeted:		
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

Anything over \$10,000 must have a resolution passed by the city council. This is just the next step after the project has been approved.

Recommended Action

The Sweeny EDC recommends the approval the resolution for Equipment Share for 6.743 acres valued at \$188,804.00

RESOLUTION NO. 25-106

A RESOLUTION OF THE CITY OF SWEENY, TEXAS, APPROVING AN ECONOMIC INCENTIVE AND PERFORMANCE AGREEMENT BY AND BETWEEN THE SWEENY ECONOMIC DEVELOPMENT CORPORATION, A TYPE B DEVELOPMENT CORPORATION OPERATING PURSUANT TO CHAPTER 505 OF THE TEXAS LOCAL GOVERNMENT CODE AND EQUIPMENTSHARE.COM INC; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Sweeny Economic Development Corporation (the SEDC) is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended, proposes to enter an agreement with Equipmentsshare.com Inc. who desires to operate an equipment rental company within the city limits of the City of Sweeny, Texas; and

WHEREAS, the City Council previously approved a Resolution approving the SEDC to enter an Economic Incentive and Development Agreement with Equipmentsshare.com, Inc., to construct and operate an equipment rental business on a 7.678 acre tract of land located in the Sweeny Economic Development Park addition; and

WHEREAS, the previous agreement approved by the City Council at its regular meeting in July referenced above, has now been modified by agreement and the City Council now desires to approve the SEDC enter an new Economic Incentive and Development Agreement, a copy of which is attached as Exhibit "A" and is incorporated herein for all purposes, with Equipmentsshare.com, Inc., to construct and operate an equipment rental business on a 6.743 acre tract of land located in the Sweeny Economic Development Park addition; and

WHEREAS, Section 501.073(a) of the Texas Local Government Code requires the City Council of the City of Sweeny, Texas, to consider for approval all programs and expenditures of the SEDC.

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

Section One (1): The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section Two (2): That the City Council of the City of Sweeny, Texas, does hereby approve and authorize the execution of the Performance Agreement by and between the SEDC and Equipmentsshare.com Inc., a copy of which is attached hereto and incorporated herein for all purposes.

Section Three (3): This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED this _____ day of _____, 2025.

DUSTY HOPKINS, Mayor of the
City of Sweeny, Texas

ATTEST:

KAYDI SMITH, City Secretary

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** by and between the **SWEENY ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “EDC”), and **EQUIPMENTSHARE.COM INC**, a Delaware corporation (hereinafter referred to as “Developer”), is made and executed on the following recitals, terms and conditions.

WHEREAS, the EDC is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and

WHEREAS, Section 501.101 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements that are: (1) for the creation or retention of primary jobs; and (2) found by the board of directors to be required or suitable for the development, retention, or expansion of: (A) manufacturing and industrial facilities; (B) research and development facilities; (C) military facilities, including closed or realigned military bases; . . . (F) recycling facilities; . . . (I) distribution centers; (J) small warehouse facilities capable of serving as decentralized storage and distribution centers; (K) primary job training facilities for use by institutions of higher education; or (L) regional or national corporate headquarters facilities”; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . .”; and

WHEREAS, Developer has applied to the EDC for economic development assistance necessary to construct and operate a shop, warehouse, wash bay, office, and stabilized yard for its Advanced Solutions division to be located on an approximately 6.743 acre tract of land in the Sweeny Economic Development Park addition, an addition to the City of Sweeny, Brazoria County, Texas (hereinafter referred to as the “Property”); and

WHEREAS, the EDC’s Board of Directors have determined the economic development assistance to be provided to Developer pursuant to this Agreement is consistent and meets the definition of “project” as that term is defined in Sections 501.101 and 501.103 of the Texas Local Government Code; and the definition of “cost” as that term is defined by Section 501.152 of the Texas Local Government Code; and

WHEREAS, Developer agrees and understands that Section 501.073(a) of the Texas Local Government Code requires the City Council of the City of Sweeny, Texas, to approve all programs and expenditures of the EDC, and accordingly this Agreement is not effective until City Council has approved this project at a City Council meeting called and held for that purpose.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and

other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the EDC and Developer agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **December 31, 2040**, unless terminated sooner under the provisions hereof. If the aggregate taxable sales from the Property during the Term of this Agreement equals or exceeds **One Hundred Eighty-Eight Thousand, Eight Hundred Four and No/100 Dollars (\$188,804.00)** with proof acceptable to the EDC for taxable sales any time on or before **December 31, 2028**, this Agreement shall terminate automatically without further notice to either party.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- (a) **Act.** The word “Act” means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word “Agreement” means this Performance Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (c) **Developer.** The word “Developer” means Equipmentsshare.com Inc, a Delaware corporation, its successors and assigns, whose address for the purposes of this Agreement is 5710 Bull Run, Columbia, Missouri 65201.
- (d) **EDC.** The term “EDC” means the Sweeny Economic Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 111 W. 3rd Street, Sweeny, Texas 77480.
- (e) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and between the Developer and the EDC.
- (f) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (g) **Full-Time Equivalent Employment Position.** The words “Full-Time Equivalent Employment Position” or “Full-Time Equivalent Employment Positions” mean and include a job requiring a minimum of One Thousand Nine Hundred Twenty (1,920) hours

of work averaged over a twelve (12) month period.

- (h) **Property.** The word “Property” means the approximately 6.743 acre tract of land in the Sweeny Economic Development Park addition, an addition to the City of Sweeny, Brazoria County, Texas, as generally described and/or depicted in ***Exhibit A*** of this Agreement, which is attached hereto and is incorporated herein for all purposes.
- (i) **Qualified Expenditures.** The words “Qualified Expenditures” mean those expenditures consisting of the construction of a shop, warehouse, wash bay, office, and stabilized yard, consisting of a minimum 12,000 square foot building with 2,500 square feet of conditioned space, located on the Property, and which meet the definition of “project” as that term is defined in Sections 501.101 and 501.103 of the Act, and meet the definition of “cost” as that term is defined in Section 501.152 of the Act.
- (j) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE COVENANTS OF DEVELOPER.

Developer covenants and agrees with EDC that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Qualified Expenditures.** Developer covenants and agrees to commence construction of the Qualified Expenditures within 120 days of the EDC’s completion of the road and utilities leading to the Property. Further, Developer covenants and agrees to complete construction of the shop, warehouse, wash bay, office, and stabilized yard within eighteen (18) months of the City of Sweeny’s completion of the road and utilities leading to the Property. Developer may begin construction on the Effective Date, and the City of Sweeny will work in good faith to minimize the disruption of the Developer’s construction of the Qualified Expenditures while the City of Sweeny is completing the road and utilities leading to the Property.
- (b) **Certificate of Occupancy.** Developer covenants and agrees to apply for or cause to be obtained within eighteen (18) months of the EDC’s completion of the road and utilities leading to the Property, a certificate of occupancy from the City of Sweeny, Texas, for a shop, warehouse, wash bay, office, and stabilized yard located on the Property.
- (c) **Operate Shop, Warehouse, Office, and Yard.** Developer covenants and agrees to maintain and operate the shop, warehouse, office, and yard located on the Property starting no later than eighteen (18) months of the EDC’s completion of the road and utilities leading to the Property, and during the Term of this Agreement.
- (d) **Job Creation and Retention.** Developer covenants and agrees during the Term of this Agreement to employ and maintain a minimum of seven (7) Full-Time Equivalent

Employment Positions working at the Property. Additionally, Developer covenants and agrees to employ and maintain a minimum of thirteen (13) additional Full-Time Equivalent Employment Positions working at the Property by **December 31, 2040**. Developer covenants and agrees on or before **September 1, 2026**, Developer shall deliver to EDC an annual compliance verification signed by a duly authorized representative of Developer that shall certify the number of Full-Time Equivalent Employment Positions, and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions (the “Compliance Verification”). The Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.

- (e) **Acquisition of the Property.** Developer covenants and agrees to acquire the Property from the EDC within ninety (90) days of the Effective Date of this Agreement or consistent with the terms of a real estate sales contract in a form mutually agreeable and executed by and between the Developer and the EDC. The Developer covenants and agrees the Property has a value of **One Hundred Eighty-Eight Thousand, Eight Hundred Four and No/100 Dollars (\$188,804.00)** (“Original Property Value”). Developer covenants and agrees to execute a deed of trust lien or other lien in a form acceptable to the EDC providing a first lien position the Property.
- (f) **Performance Conditions.** Developer agrees to make, execute, and deliver to EDC such other instruments, documents and other agreements as EDC or its attorneys may reasonably request to evidence this Agreement.
- (g) **Performance.** Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the Developer and EDC.

SECTION 5. AFFIRMATIVE COVENANTS OF EDC.

EDC covenants and agrees with Developer that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Conveyance of the Property.** The EDC covenants and agrees to convey to the Developer good and indefeasible fee simple title to the Property, free and clear of any liens or other encumbrances, by special warranty deed within ninety (90) days of the Effective Date of this Agreement or consistent with the terms of a real estate sales contract in a form mutually agreeable and executed by and between the Developer and the EDC.
- (b) **Performance.** EDC agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the Developer and EDC.
- (c) **Third Party Financing.** EDC agrees the Developer’s obligation to fulfill the terms of this Agreement is contingent on the Developer obtaining third-party financing to fund the

construction of the shop, warehouse, office, and yard on the Property. In the event the Developer fails to obtain third-party financing within thirty (30) days of the EDC approving this contract and the City's approval to construct the road and utilities, the Developer may unilaterally terminate this Agreement. In such case, the Property will not be conveyed to Developer.

- (d) **Construction of Road and Utilities.** EDC agrees the Developer's obligation to fulfill the terms of this Agreement is contingent on the EDC constructing a road and installation of utilities to the Property, in accordance with the Scope of Work attached hereto as ***Exhibit B*** of this Agreement, which is attached hereto and is incorporated herein for all purposes.

SECTION 6. CESSATION OF ADVANCES.

If the EDC has made any commitment to provide any economic development assistance to Developer, whether under this Agreement or under any other agreement, the EDC shall have no obligation to advance or provide said economic development assistance if: (i) Developer becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (ii) an Event of Default occurs, while such default is continuing.

SECTION 7. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

- (a) **General Event of Default.** Failure of Developer or EDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Developer or EDC to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between Developer and EDC is an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made herein to EDC by Developer that is false or misleading in any material respect is an Event of Default.
- (c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer, that is not dismissed within sixty (60) days is an Event of Default.
- (d) **Ad Valorem Taxes.** Developer allows its ad valorem taxes owed to the City of Sweeny, Texas, to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from EDC and/or Brazoria County Central Appraisal District is an Event of Default.

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 7 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement, enforce specific performance as appropriate or maintain a cause of action for damages caused by the event(s) of default.

In the event Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the Parties agree and acknowledge that the actual damages to the EDC resulting from such a default would be difficult or impracticable to calculate with precision. The Developer shall immediately pay to the EDC liquidated damages in an amount calculated as follows: Original Property Value - Cumulative Sales Tax Generated and Remitted. The “Cumulative Sales Tax Generated and Remitted” means the total verifiable sales tax revenue generated from operations on the Property and remitted to the City of Sweeny from the Effective Date through the date of default (the difference between the two being the “Liquidated Damages”). The minimum Liquidated Damages amount shall be \$0.00, even if the calculation results in a negative number. In the event of default, Developer shall provide documentation of all sales tax remitted to the City of Sweeny. The Parties agree the specified Liquidated Damages represent a reasonable estimate of the anticipated harm and are agreed upon as fair compensation, not as a penalty.

SECTION 9. INDEMNIFICATION.

Each party (the “Indemnifying Party”) shall indemnify, defend, and hold harmless the other party, including its respective directors, officers, agents, attorneys, and employees (collectively, the “Indemnitees”), from and against any and all third-party claims, demands, actions, proceedings, liabilities, losses, damages, or expenses (including reasonable attorneys’ fees) to the extent arising from (i) the gross negligence, willful misconduct, or breach of this Agreement by the Indemnifying Party or its agents, representatives, or employees; or (ii) any use of funds or assistance provided under this Agreement that violates applicable law or this Agreement. Notwithstanding the foregoing, no party shall be liable for any indemnification to the extent such claim arises out of the gross negligence, willful misconduct, or breach of this Agreement by the Indemnitee. The Indemnitee shall promptly notify the Indemnifying Party of any such claim, demand, or action; however, failure to provide prompt notice shall not relieve the Indemnifying Party of its obligations under this Section unless such failure materially prejudices its ability to defend against the claim. The Indemnifying Party shall have the right to participate in and, if it so elects, assume the defense of any such claim with counsel reasonably acceptable to the Indemnitee. Any proposed settlement or compromise that may result in an obligation of the Indemnifying Party shall be subject to the Indemnifying Party’s prior written consent, which shall not be unreasonably withheld or delayed.

SECTION 10. EARLY TERMINATION.

In the event that Developer desires to terminate this Agreement prior to the end of the Term, Developer shall provide notice to EDC and pay, as an early termination fee, the amount of Liquidated Damages that would be due if an Event of Default were to occur, as set forth *infra* in Section 8.

SECTION 11. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed 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 action arising under this Agreement shall lie in the state district courts of Brazoria County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party, but such consent shall not be unreasonably withheld, delayed, or conditioned.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Developer warrants and represents that the individual or individuals executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. EDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Filing.** This Agreement shall be filed in the deed records of Brazoria County, Texas. The provisions of this Agreement shall be deemed to run with the land and shall be binding on heirs, successors and assigns of the Developer.
- (h) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally

delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to EDC: Sweeny Economic Development Corporation
111 W. 3rd Street
Sweeny, Texas 77480
Attn: Michelle Medina, Executive Director
Telephone: (979) 548-2894

if to Developer: Equipmentsshare.com Inc
5710 Bull Run
Columbia, Missouri 65201
Attn: Legal Department
Telephone: _____
Email: legal.general@equipmentsshare.com

- (i) **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- (j) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- (k) **Undocumented Workers.** Developer certifies that the Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the EDC notifies Developer of the violation.

[The Remainder of this Page Intentionally Left Blank]

DEVELOPER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS PERFORMANCE AGREEMENT, AND DEVELOPER AGREES TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS IS PROVIDED HEREIN.

EDC:

**SWEENY ECONOMIC DEVELOPMENT
CORPORATION,**
a Texas non-profit corporation

By: _____
_____, President
Date Signed: _____

ATTEST:

, Secretary

STATE OF TEXAS

§

§

COUNTY OF BRAZORIA

§

This instrument was acknowledged before me on the ____ day of _____, 2025,
by _____, President of the Sweeny Economic Development Corporation, a Texas
non-profit corporation, on behalf of said Texas corporation.

Notary Public, State of Texas

DEVELOPER:

EQUIPMENTSHARE.COM INC,
a Delaware corporation,

By: _____

Jabbok Schlacks, CEO

Date Signed: _____

STATE OF _____

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on the ____ day of _____, 2025,
by Jabbok Schlacks, CEO of Equipmentsshare.com, Inc., a Delaware corporation, on behalf of said
Delaware corporation.

Notary Public, State of _____

Exhibit A

[Legal Description and/or Depiction of the Property]

Exhibit B

[Scope of Work for EDC running road and utilities to Property]

BRAZORIA COUNTY, TEXAS

C. BREEN SURVEY
ABSTRACT NO. 46

LEGEND

- O.P.R.B.C.T. = OFFICIAL PUBLIC RECORDS
BRAZORIA COUNTY, TEXAS
D.R.B.C.T. = DEED RECORDS BRAZORIA
COUNTY, TEXAS
P.R.B.C.T. = PLAT RECORDS BRAZORIA
COUNTY, TEXAS
C.C.F.N. = COUNTY CLERK'S
FILE NUMBER
VOL, PG. = VOLUME, PAGE
I.R.C. = IRON ROD W/CAP
○ = 5/8" I.R.C. SET
● = "BAKER & LAWSON"
○ = FOUND MONUMENT
(AS NOTED)
B.L. = BUILDING LINE
U.E. = UTILITY EASEMENT
○ = FIRE HYDRANT
● = POWERPOLE
○ = WATER VALVE
○ = SIGN UTILITY
— OH — = OVERHEAD WIRE
— x — = FENCE

CALLLED 62.296 ACRES
C.C.F.N. 20250068958
O.P.R.B.C.T.

I, DARREL HEIDRICH, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON
THE GROUND, UNDER MY SUPERVISION AND CORRECTLY REPRESENTS THE
FACTS AS FOUND.



Darrel Heidrich 8/12/2025
DARREL HEIDRICH
REGISTERED PROFESSIONAL LAND SURVEYOR
LAND SURVEYOR NO. 5378

SURVEY PLAT
LOT 6

REPLAT OF THE
SWEENY ECONOMIC DEVELOPMENT PARK
C.C.F.N. 2024009862
O.P.R.B.C.T.

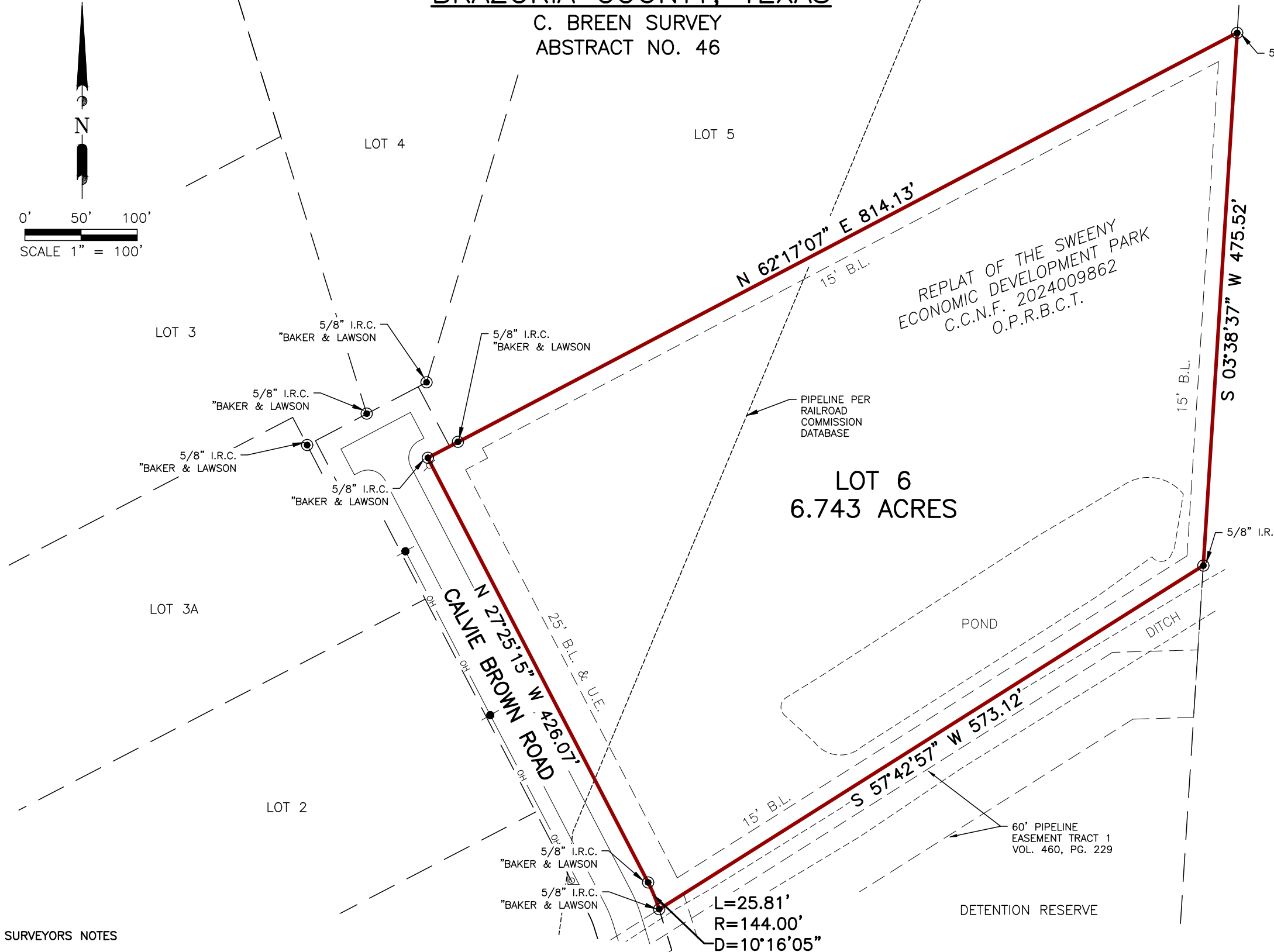
C. BREEN SURVEY
ABSTRACT NO. 46
BRAZORIA COUNTY, TEXAS



Baker & Lawson Inc.
4005 Technology Dr., Suite 1530
Angleton, TX 77515
Phone # 979-849-6681
www.bakerlawson.com
Licensed Surveying Firm No. 10052500

DRAWING NO.: 15541 LOT 6 BDY

DRAWN BY: DH DATE: 8/12/2025 CHECKED BY: AH REV. NO. 0



SURVEYORS NOTES

1. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE WITH REGARD TO ANY RECORDED EASEMENTS, RIGHTS-OF-WAYS, SETBACKS, RESTRICTIONS OR OTHER ENCUMBRANCES AFFECTING THE SURVEYED PROPERTY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THE SURVEYOR, ANY OF THESE ITEMS MAY EXIST THAT ARE NOT SHOWN HEREON.
2. ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, (NAD83) SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS.
3. AN AERIAL EASEMENT MAY EXIST ADJACENT TO ANY EASEMENTS OR OVERHEAD UTILITIES.
4. EASEMENTS AND BUILDING LINES SHOWN HEREON ARE PER RECORDED PLAT.
2. PIPELINES SHOWN HEREON ARE PER THE TEXAS RAILROAD COMMISSION DATABASE AND HAVE NOT BEEN FIELD LOCATED OR VERIFIED.



AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Meeting Date	08/19/2025	Agenda Item	EDC Budget 2025/2026
Approved by City Manager		Presenter(s)	Jenny Massey/Michelle Medina
Reviewed by City Attorney		Department	Sweeny EDC
Subject	EDC Budget 2025/2025		
Attachments	Budget		
Financial Information	Expenditure Required:		
	Amount Budgeted:		
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

The EDC has prepared their 2025/2026 budget for Council's consideration and approval. We intend to use the sales tax we receive to promote economic growth in our community.

We are presenting a balanced budget of \$177,854.24 and capital improvement budget of \$182,945.34 for the industrial park.

Recommended Action

The Sweeny EDC recommends approval of their 2025/2026 budget.

Sweeny Economic Development Corp
Proposed Budget
FY 2025 - 2026

Category	ADOPTED 2024 - 2025	YTD 07/21/2025 2024 - 2025	PROPOSED 2025 - 2026
INCOME			
Sales Tax Revenue	\$ 150,000.00	\$ 155,714.53	\$ 170,000.00
Interest Income	\$ 5,000.00	\$ 6,337.71	\$ 5,000.00
Block Grant Reimbursement	\$ 9,990.00		
TexPool Transfer			\$ 2,854.24
Total Income	\$ 164,990.00	\$ 162,052.24	\$ 177,854.24
EXPENSES			
Office			
Phone/Internet	\$ 2,200.00	\$ 399.14	\$ -
Rent - Storage	\$ 1,680.00	\$ 1,120.00	\$ -
Postage	\$ 100.00	\$ 14.60	\$ 100.00
Office Supplies	\$ 1,000.00	\$ 907.08	\$ 500.00
Quickbooks for Payroll and monthly employee charge	\$ 900.00	\$ 1,431.63	\$ -
Total Office Expense	\$ 5,880.00	\$ 3,872.45	\$ 600.00
Employee/Personnel			
Employee Salary without insurance - 1714.70 x 24	\$ 41,152.80	\$ 17,190.73	
Medical Insurance -- \$130.72 x 24	\$ 3,137.28	\$ 2,508.73	
Federal Income Tax -- \$138.78 x 24		\$ 1,058.20	
Medicare -- \$26.76 x 24	\$ 642.24	\$ 336.10	
Social Security -- \$114.41 x 24	\$ 2,745.84	\$ 1,437.15	
Payroll Liabilities			
Wages			\$ 22,849.00
OT (3 hours/month for meetings)			\$ 1,134.00
FICA			\$ 1,770.00
TMRS (retirement)			\$ 3,318.00
Unemployment Tax			\$ 32.00
Group Health			\$ 5,769.00
Workers Comp Ins			\$ 72.00
Longevity			\$ 60.00
Total Personnel Expense	\$ 47,678.16	\$ 22,530.91	\$ 35,004.00

Sweeny Economic Development Corp
Proposed Budget
FY 2025 - 2026

Category	ADOPTED 2024 - 2025	YTD 07/21/2025 2024 - 2025	PROPOSED 2025 - 2026
Contract Services			
Legal Services	\$ 5,000.00	\$ 3,576.45	\$ 3,000.00
Mowing Industrial Park	\$ 5,000.00	\$ 2,150.00	
Total Contract Services Expense	\$ 10,000.00	\$ 5,726.45	\$ 3,000.00
Advertising			
Public Hearing Notices	\$ 500.00		\$ 300.00
City Publication	\$ 5,000.00		\$ -
Total Advertising Expense	\$ 5,500.00	\$ -	\$ 300.00
Training/Education/Conferences			
Sales Tax Training	\$ 200.00		\$ 400.00
Executive Director Training	\$ 500.00		\$ 500.00
Mileage Reimbursement	\$ 500.00		\$ 300.00
Conference			\$ 2,000.00
Alliance Meetings	\$ 400.00		\$ 500.00
Total Training/Education/Conferences Expense	\$ 1,600.00	\$ -	\$ 3,700.00
Memberships			
The Economic Development Alliance	\$ 500.00	\$ 500.00	\$ 500.00
Texas Economic Development Council	\$ 550.00	\$ 600.00	\$ 600.00
Total Memberships Expense	\$ 1,050.00	\$ 1,100.00	\$ 1,100.00

Sweeny Economic Development Corp
Proposed Budget
FY 2025 - 2026

Category	ADOPTED 2024 - 2025	YTD 07/21/2025 2024 - 2025	PROPOSED 2025 - 2026
Debt Obligations			
Principal	\$ 16,271.72	\$ 13,495.90	\$ 17,211.83
Interest	\$ 43,639.84	\$ 32,815.96	\$ 42,699.73
Total Debt Obligations	\$ 59,911.56	\$ 46,311.86	\$ 59,911.56
Projects			
Quality of Life Projects			\$ 20,000.00
Infrastructure/Roads			\$ 41,384.44
Matching Grant			\$ 10,000.00
Block Grant	\$ 19,990.00	\$ 9,999.99	
Total Projects Expense	\$ 19,990.00	\$ 9,999.99	\$ 71,384.44
Promotions			
Fireworks - 4th of July	\$ 10,000.00		
Water for Thanksgiving Feast			\$ 2,854.24
Total Promotions Expense	\$ 10,000.00	\$ -	\$ 2,854.24
EXPENSES TOTAL	\$ 161,609.72	\$ 89,541.66	\$ 177,854.24
REVENUE TOTAL	\$ 164,990.00	\$ 162,052.24	\$ 177,854.24
BALANCE	\$ 3,380.28	\$ 72,510.58	\$ -

Sweeny Economic Development Corp
Proposed Budget
FY 2025 - 2026

Category	ADOPTED 2024 - 2025	YTD 07/21/2025 2024 - 2025	PROPOSED 2025 - 2026
CAPITAL IMPROVEMENT PROJECT(S)			
FUND BALANCE TRANSFER			
TexPool Funds Transfer	\$ 255,871.88		\$ 185,799.58
Total Fund Balance Transfer	\$ 255,871.88		\$ 185,799.58
EXPENSES			
INDUSTRIAL PARK			
Industrial Park	\$ 259,252.05	\$ 116,306.71	\$ 182,945.34
Electricity			
Infrastructure			
Building			
Total Capital Improvement Project(s) Expense	\$ 259,252.05	\$ 116,306.71	\$ 182,945.34
CIP EXPENSES TOTAL	\$ 259,252.05	\$ 116,306.71	\$ 182,945.34
REVENUE TOTAL	\$ 255,871.88	\$ -	\$ 185,799.58
BALANCE	\$ (3,380.17)	\$ (116,306.71)	\$ 2,854.24



AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Item 8.

Meeting Date	08/19/2025	Agenda Items	
Approved by City Manager		Presenter(s)	CCPD
Reviewed by City Attorney		Department	Crime Control & Prevention District
Subject	Discussion and possible action to the Crime Control & Prevention District's 2025/2026 Fiscal Year budget.		
Attachments / Supporting documents			
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

The Crime Control & Prevention District's FY 2025/2026 budget will be handed out physically at the meeting.

Recommended Action

To approve the Crime Control & Prevention District's FY 2025/2026 budget.

OR

To to approve with the following amendments:



AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Meeting Date	08/19/2025	Agenda Items	
Approved by City Manager		Presenter(s)	Beautification
Reviewed by City Attorney		Department	Sweeny Beautification Committee
Subject	Discussion and possible action to Sweeny Beautification Committee's 2025/2026 Fiscal Year budget.		
Attachments / Supporting documents			
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

The Sweeny Beautification Committee's FY 2025/2026 budget will be handed out physically at the meeting.

Recommended Action

To approve Sweeny Beautification Committee's FY 2025/2026 budget.

OR

To to approve with the following amendments:



AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Meeting Date	08/19/2025	Agenda Items	
Approved by City Manager	Yes	Presenter(s)	Fire Department
Reviewed by City Attorney		Department	Fire Department
Subject	Discussion and possible action to the Fire Department's proposed 2025/2026 Fiscal Year budget.		
Attachments / Supporting documents	Fire Departments Proposed Budget, Extracted Fire Dept. Budget within City's Budget		
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

The revised Fire Department budget is attached, along with the extracted pages from the City's proposed budget, containing the Fire Departments proposed amounts.

Finance transferred the requested amounts from the revised proposed Fire Department budget, into the City budget, with the exception of the phone & internet.

Modifications to the phone and internet are pursuant to the new rates as per our new provider, Btel.

Recommended Action

To approve the Fire Department's proposed 2025/2026 fiscal year budget.

City Budget

City Budget						
		2024/2025	2025/2026	Difference	Percentage	Explanation
Fixed expenditures						
6143	Workers Compensation	\$1,000.00	\$1,000.00	\$0.00	0.00%	Same as previous year
6152	Pension	\$11,000.00	\$12,000.00	\$1,000.00	9.09%	Raise to assist in Membership Retention.
6271	Electricity	\$6,000.00	\$6,000.00	\$0.00	0.00%	Same as previous year
6272	Telephone	\$2,400.00	\$3,100.00	\$700.00	29.17%	Conclil Suggestion
6273	Internet	\$2,000.00	\$2,000.00	\$0.00	0.00%	Same as previous year
6725	Dues, Membership Periodic	\$2,500.00	\$2,500.00	\$0.00	0.00%	Same as previous year
	Total Fixed	2024/2025	2025/2026	Difference	Percentage	
		\$24,900.00	\$26,600.00	\$1,700.00	6.83%	
Line Number	Line Items	2024/2025	2025/2026	Difference	Percentage	Explanation
6148	State Convention	\$2,000.00	\$2,000.00	\$0.00	0.00%	Same as previous year
6151	Fire Training Schools	\$10,000.00	\$8,000.00	(\$2,000.00)	-20.00%	Lower amount to realocate to other lines
6311	Office Supplies	\$500.00	\$1,000.00	\$500.00	100.00%	Conclil Suggestion
6340	Building Maintenance	\$1,000.00	\$4,000.00	\$3,000.00	300.00%	Conclil Suggestion
6445	Radio, Repair/Replace	\$0.00	\$2,000.00	\$2,000.00		Raise to purchase new radio
6452	Member/Public Education	\$350.00	\$1,500.00	\$1,150.00	328.57%	Raise due to cost of supplies for fire prevention.
6453	Bunker Gear Replacement	\$9,000.00	\$9,000.00	\$0.00	0.00%	Same as previous year
6640	Staion 2	\$1,000.00	\$2,000.00	\$1,000.00	100.00%	Raise
6711	Gasoline, Oil, Etc.	\$7,000.00	\$10,000.00	\$3,000.00	42.86%	Conclil Suggestion
6714	Office Maintenance	\$500.00	\$500.00	\$0.00	0.00%	Same as previous year
6730	Vehicle Expense	\$5,000.00	\$5,000.00	\$0.00	0.00%	Same as previous year
6890	Misc.	\$750.00	\$750.00	\$0.00	0.00%	Same as previous year
6892	Fire Equipment	\$2,000.00	\$3,000.00	\$1,000.00	50.00%	Raise to update necessary equipmnet
6893	Installation Banquet	\$3,000.00	\$3,000.00	\$0.00	0.00%	Same as previous year
New Line	Longivety / Retention	\$0.00	\$2,000.00	\$2,000.00		Add Line to assist with Membership Retention
6895	T-Mobile	\$1,950.00	\$2,100.00	\$150.00	7.69%	Raise due to updated phone hotspot lines.
New Line	Knox Secure Annual Dues	\$0.00	\$584.00	\$584.00		Add Line - Aproved April 2025 by Council
	Total Flex	2024/2025	2025/2026	Difference	Percentage	
		\$44,050.00	\$56,434.00	\$12,384.00	28.11%	
	Total	2024/2025	2025/2026	Difference	Percentage	
		\$68,950.00	\$83,034.00	\$14,084.00	20.43%	

City of Sweeny
2025-2026
Proposed Budget - General Fund

		Adopted Budget	Actual-YTD @ 6/30/25	Proposed Budget
Acct Numbers	Account Description	2024-2025	2024-2025	2025-2026
50-25-6143	Fire Workers Comp	\$ 1,000.00	\$ 1,022.01	\$ 1,000.00
50-25-6148	Fire State Convention	\$ 2,000.00	\$ 275.00	\$ 2,000.00
50-25-6151	Fire Training Schools	\$ 10,000.00	\$ 4,706.38	\$ 8,000.00
50-25-6152	Fire Pension	\$ 11,000.00	\$ 11,000.00	\$ 12,000.00
50-25-6271	Fire Electricity	\$ 6,000.00	\$ 3,157.60	\$ 6,000.00
50-25-6272	Fire Telephone	\$ 2,400.00	\$ 1,795.99	\$ 1,600.00
50-25-6273	Fire Internet	\$ 2,000.00	\$ 1,689.07	\$ 2,900.00
50-25-6311	Fire Office Supplies	\$ 500.00	\$ 348.61	\$ 1,000.00
50-25-6340	Fire Building Maintenance	\$ 1,000.00	\$ 583.90	\$ 4,000.00
50-25-6445	Fire Radio repairs		\$ 17,757.13	\$ 2,000.00
50-25-6452	Fire Member Education	\$ 350.00		\$ 1,500.00
50-25-6453	Fire Bunker Gear	\$ 9,000.00	\$ 3,721.09	\$ 9,000.00
50-25-6510	Fire Principal 1st Nat Bank			
50-25-6511	Fire Interest 1st Nat Bank			
50-25-6611	Fire Capt Outlay Donations			
50-25-6620	Fire Training			
50-25-6635	Fire ISO equipment		\$ 9,508.12	
50-25-6640	Fire Station 2	\$ 1,000.00	\$ 30.02	\$ 2,000.00
50-25-6711	Fire Fuel	\$ 7,000.00	\$ 4,423.02	\$ 10,000.00
50-25-6714	Fire Office Maint.	\$ 500.00	\$ 500.00	\$ 500.00
50-25-6725	Fire Dues Members/periodical	\$ 2,500.00	\$ 1,796.00	\$ 2,500.00
50-25-6730	Fire Vehicle expenses	\$ 5,000.00	\$ 2,323.26	\$ 5,000.00
50-25-6890	Fire Miscellaneous	\$ 750.00	\$ 735.67	\$ 750.00
50-25-6892	Fire Equipment	\$ 2,000.00	\$ 1,997.04	\$ 3,000.00
50-25-6893	Fire Installation Banquet	\$ 3,000.00		\$ 3,000.00
50-25-6895	Fire T-Mobile	\$ 1,950.00	\$ 773.03	\$ 2,100.00

From FD Requested Budget



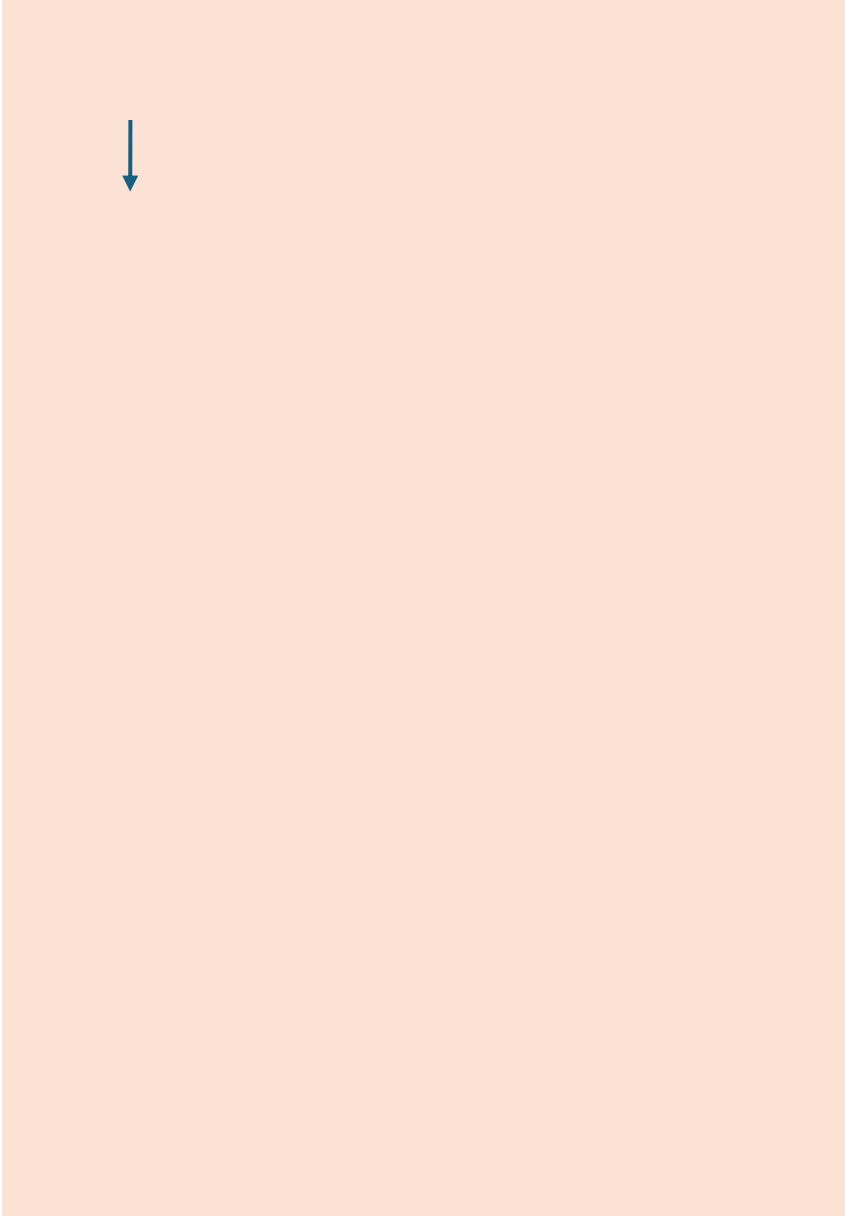
Adjusted to projected expenditures

Adjusted to projected expenditures

From FD Requested Budget

City of Sweeny
2025-2026
Proposed Budget - General Fund

		Adopted Budget	Actual-YTD @ 6/30/25	Proposed Budget
Acct Numbers	Account Description	2024-2025	2024-2025	2025-2026
50-25-	Longevity/Retention			\$ 2,000.00
50-25-	Knox Secure Annual Dues			\$ 584.00
50-26-6131	Court Judges Salary	\$ 9,300.00	\$ 6,975.00	\$ 9,300.00
50-26-6132	Court Court Clerk Salary	\$ 43,162.00	\$ 32,491.77	\$ 44,262.40
50-26-6135	Court Overtime	\$ 2,158.00	\$ 39.07	\$ 500.00
50-26-6141	Court FICA	\$ 3,485.00	\$ 2,504.69	\$ 3,445.18
50-26-6142	Court Grp Health Insurance	\$ 11,541.00	\$ 8,653.14	\$ 11,537.52
50-26-6143	Court Workers Comp	\$ 91.00	\$ 187.70	\$ 140.00
50-26-6144	Court Retirement	\$ 6,908.00	\$ 4,968.72	\$ 6,500.00
50-26-6145	Court Unemployment	\$ 117.00	\$ 66.84	\$ 63.00
50-26-6146	Court Longevity	\$ 240.00	\$ 210.00	\$ 330.00
50-26-6311	Court Office Supplies	\$ 100.00	\$ 317.53	\$ 500.00
50-26-6312	Court Postage	\$ 250.00	\$ 330.05	\$ 300.00
50-26-6461	Court Seminar Judge	\$ 750.00	\$ 250.00	\$ 750.00
50-26-6462	Court Seminar Clerk	\$ 350.00		\$ 500.00
50-26-6463	Court Juror Fees	\$ 100.00	\$ 102.00	\$ 100.00
50-26-6464	Court Attorney Retainer	\$ 5,140.00	\$ 4,283.30	\$ 5,200.00
50-26-6465	Court State Tax	\$ 25,000.00	\$ 19,193.68	\$ 25,000.00
50-26-6466	Court Jail Fees			\$ 5,000.00
50-26-6620	Court Comp Update/Software	\$ 2,500.00	\$ 3,154.50	\$ 6,000.00
50-26-6725	Court Membership/periodical	\$ 200.00		\$ 200.00
50-26-6730	Court Vehicle Expense	\$ 200.00	\$ 158.98	\$ 200.00
50-26-6870	Court Technology			
50-26-6880	Court Security			
50-26-6890	Court Misc.	\$ 50.00	\$ 75.60	
50-27-6271	Library/CC Electricity	\$ 5,500.00	\$ 1,892.38	\$ 5,000.00
50-27-6272	Library/CC Telephone	\$ 4,000.00	\$ 3,432.59	\$ 4,440.00





AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Meeting Date	08/19/2025	Agenda Items	
Approved by City Manager	Yes	Presenter(s)	Administration/ Police Department
Reviewed by City Attorney		Department	Police Department
Subject	Discussion and possible action to the Police Department's proposed 2025/2026 Fiscal Year budget.		
Attachments / Supporting documents	Extracted Police Dept. Budget within City's General Budget		
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

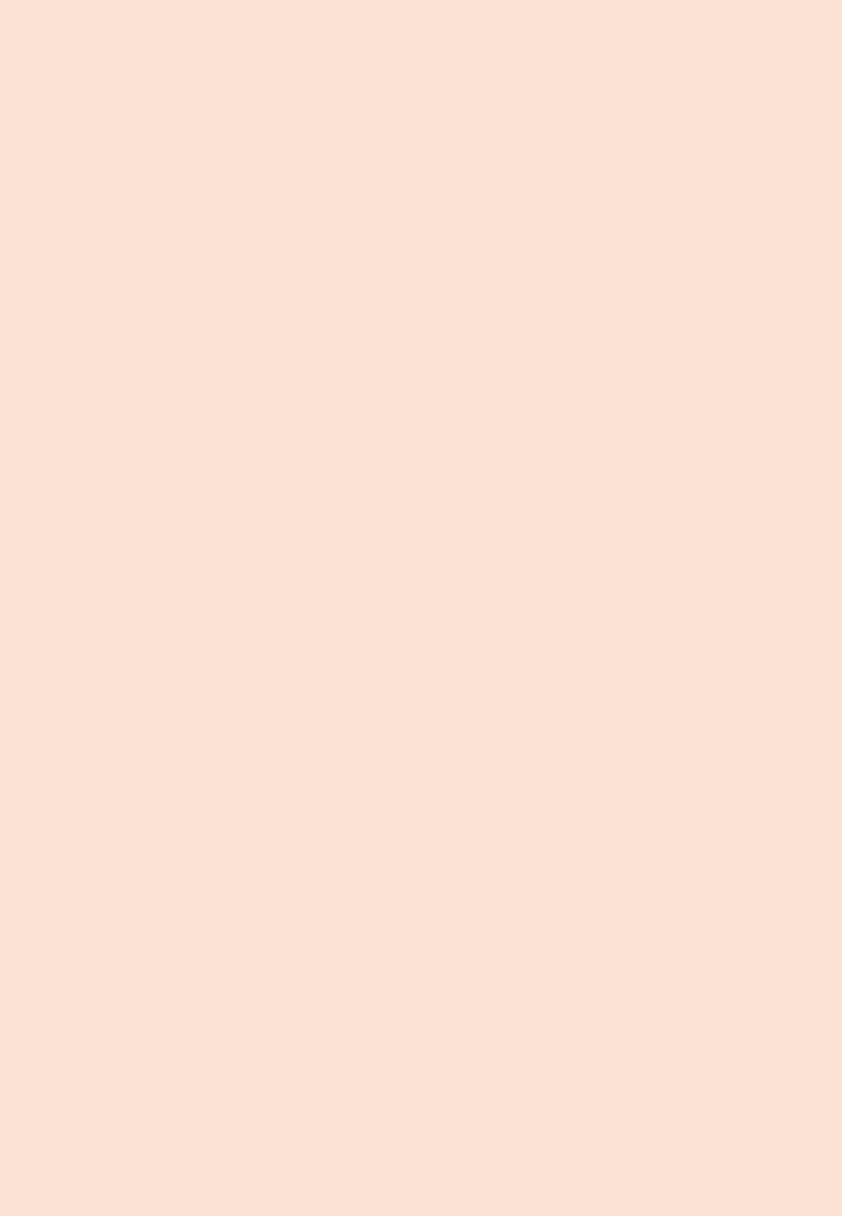
The Police Department's budget has been extracted from within the City's proposed General budget for review.

Recommended Action

To approve the Police Department's proposed 2025/2026 fiscal year budget as presented.

City of Sweeny
2025-2026
Proposed Budget - General Fund

		Adopted Budget	Actual-YTD @ 6/30/25	Proposed Budget
Acct Numbers	Account Description	2024-2025	2024-2025	2025-2026
50-23-6431	Garbage Bags	\$ 5,000.00	\$ 6,047.04	\$ 5,000.00
50-24-6119	Police Chief phone stipend	\$ 720.00	\$ 554.00	\$ 1,000.00
50-24-6121	Police Chief's Wages	\$ 568,383.00	\$ 60,408.59	\$ 85,413.12
50-24-6122	Police Sgt Wages			\$ 63,095.76
50-24-6123	Police Officer Wages		\$ 322,840.50	\$ 315,642.08
50-24-6124	Police- Secretary Wages		\$ 35,839.34	\$ 48,609.60
50-24-6125	Police Overtime	\$ 24,511.00	\$ 14,780.15	\$ 22,000.00
50-24-6129	Police Chief CCPD salary	\$ 5,000.00	\$ 3,846.20	
50-24-6130	Police CCPD officer salaries	\$ 34,944.00	\$ 26,178.22	
50-24-6131	K-9 Care and Training			\$ 19,000.00
50-24-6141	Police FICA	\$ 49,606.00	\$ 35,822.80	\$ 42,785.34
50-24-6142	Police Grp Health Insurance	\$ 126,955.00	\$ 76,385.97	\$ 126,912.72
50-24-6143	Police Workers Comp.	\$ 24,925.00	\$ 15,139.63	\$ 18,094.39
50-24-6144	Police Retirement	\$ 98,319.00	\$ 71,066.16	\$ 80,215.53
50-24-6145	Police Unemployment	\$ 1,287.00	\$ 605.54	\$ 567.00
50-24-6146	Police Longevity Pay	\$ 4,800.00	\$ 3,830.00	\$ 4,160.00
50-24-6147	Police Professional Liab Ins			
50-24-6271	Police Electricity	\$ 6,800.00	\$ 4,400.13	\$ 6,800.00
50-24-6272	Police Telephone	\$ 13,000.00	\$ 8,931.29	\$ 8,600.00
50-24-6276	Police Internet	\$ 3,000.00	\$ 2,927.75	\$ 5,800.00
50-24-6277	Police Computer IT	\$ 13,803.00	\$ 2,630.19	\$ 13,570.00
50-24-6311	Police Office Supplies	\$ 3,000.00	\$ 2,171.98	\$ 3,000.00
50-24-6312	Police Postage	\$ 750.00	\$ 68.60	\$ 700.00
50-24-6313	Police Janitorial supplies	\$ 1,500.00		\$ 1,000.00
50-24-6321	Police Firing Range Supplies	\$ 750.00	\$ 824.99	\$ 800.00
50-24-6322	Police Investigative Supply	\$ 750.00	\$ 689.37	\$ 750.00
50-24-6325	Police Evidence Room Supply	\$ 2,500.00	\$ 132.98	\$ 1,000.00



City of Sweeny
2025-2026
Proposed Budget - General Fund

		Adopted Budget	Actual-YTD @ 6/30/25	Proposed Budget
Acct Numbers	Account Description	2024-2025	2024-2025	2025-2026
50-24-6442	Police Training	\$ 3,000.00	\$ 1,168.39	\$ 3,000.00
50-24-6443	Police Training LEOS Funds			
50-24-6444	Police Tires			
50-24-6445	Police Radio repair/dispatch	\$ 3,600.00	\$ 3,141.63	\$ 3,500.00
50-24-6450	Police Ticket Writers	\$ 500.00	\$ 713.16	\$ 500.00
50-24-6614	Police Taser Fund			
50-24-6615	Police Comp IT Equipment	\$ 2,500.00		
50-24-6620	Police Computers			\$ 2,500.00
50-24-6621	Police Vehicle Principal			
50-24-6628	Police Body Cameras	\$ 9,800.00	\$ 9,816.33	\$ 9,816.33
50-24-6711	Police Fuel	\$ 18,500.00	\$ 20,569.62	\$ 19,000.00
50-24-6714	Police Office Maintenance	\$ 1,000.00	\$ 1,943.63	\$ 1,000.00
50-24-6720	Police Software			\$ 12,357.00
50-24-6725	Police Membership/ Magazines	\$ 6,000.00	\$ 5,725.29	\$ 5,000.00
50-24-6730	Police Vehicle Expense	\$ 26,500.00	\$ 21,652.65	\$ 25,000.00
50-24-6760	Police Uniforms	\$ 3,500.00	\$ 8,766.37	\$ 4,000.00
50-24-6777	Police Copier Lease	\$ 1,800.00	\$ 1,172.18	\$ 1,500.00
50-24-6792	Police K-9 Expense	\$ 2,500.00	\$ 1,929.99	\$ 2,500.00
50-24-6860	Code Enforcement Compliance	\$ 1,100.00	\$ 746.89	\$ 1,500.00
50-24-6861	Animal Control Supplies	\$ 2,200.00	\$ 769.89	\$ 2,200.00
50-24-6862	Code Enforcement Mowing	\$ 1,000.00		
50-24-6863	Animal Shelter repairs	\$ 1,200.00	\$ 1,410.10	\$ 1,000.00
50-24-6865	Police Public Serv, Programs	\$ 2,500.00	\$ 131.56	\$ 2,500.00
50-24-6890	Police Miscellaneous	\$ 1,500.00	\$ 1,056.36	\$ 1,500.00
50-24-6891	Police Lab Exp Sex Assault			
50-24-6896	Police Release Seizure Funds		\$ 1,127.10	





AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Meeting Date	08/19/2025	Agenda Items	
Approved by City Manager	Yes	Presenter(s)	Administration
Reviewed by City Attorney		Department	Finance
Subject	Discussion on the City's proposed budget for the 2025/2026 Fiscal Year prior to final adoption.		
Attachments / Supporting documents	FY 25/26 Budget		
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

The proposed FY 25/26 budget is attached for final review following requested revisions and proposed tax rate. This is for review prior to adoption that is scheduled for next Tuesday, 08/26/2025 at 5PM. Council will be adopting the FY budget prior to adopting the tax rate.

Discussion only, no action.



AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Meeting Date	08/19/2025	Agenda Items	
Approved by City Manager		Presenter(s)	Kaydi Smith
Reviewed by City Attorney	Yes	Department	Ordinances/ CS
Subject	Discussion and possible action to proposed ordinance to require exterior security cameras for apartment complexes.		
Attachments / Supporting documents	Proposed Ordinance; Section 150.04		
Financial Information	Expenditure Required:	Codification, Notices Approx.\$400.00	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

After the 07/15/2025 meeting, our City Attorney has updated the drafted proposed ordinance for Councils reviewal and comments, prior to adopting.

This ordinance would be to require exterior security cameras at apartment complexes in order to help deter crime and aid in law enforcement investigations. This ordinance would impose a penalty, therefore, the ordinance, if approved, would require publication within the local newspaper. Codification processes would follow upon final adoption.

If approving the proposed, it would be added to the next regularly scheduled meeting. This draft is to confirm all aspects are included within the proposed and no other changes are requested prior to final approval and enactment.

Recommended Action

Council Discretion

ORDINANCE NO. 25-XXX
 (PROPOSED DRAFT 08/19/2025,
 Pursuant to requested changes following
 the 07/15/2025 meeting).

AN ORDINANCE OF THE CITY OF SWEENY, TEXAS, AMENDING CHAPTER 150 BY ADDING A NEW SECTION 150.04 TITLED EXTERIOR SECURITY CAMERAS; PROVIDING FOR INSPECTIONS; PROVIDING A PENALTY FOR EACH VIOLATION; PROVIDING FOR SEVERABILITY; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE AT THE DATE OF ITS PASSAGE.

WHEREAS, excessive levels of violence and criminal activity are detrimental to human health and welfare and result in impaired health, safety and welfare for residents of the City; and

WHEREAS, the City has seen the increased levels of violence and criminal activity especially around apartment complexes within the City; and

WHEREAS, the use of technology, including but not limited to video camera footage, is helpful to law enforcement in identifying and apprehending persons alleged to have committed violent crimes;

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF SWEENY, TEXAS:**

Section One (1):

The findings of fact contained in the preamble to this ordinance are determined to be true and correct and are hereby adopted as part of this ordinance.

Section Two (2):

Chapter 150 of the Code of Ordinances of the City of Sweeny is hereby amended by adding a new Section 150.04, which shall read as follows:

“CHAPTER 150. SECTION 150.04 EXTERIOR SECURITY CAMERAS

- (A) Apartment complexes, being any building or group of buildings, or portion thereof, which is designed, built, rented, leased, let or hired out to be occupied as greater than four (4) dwelling units or which is occupied as the home or residence of greater than four (4) families living independently from each other and maintaining separate cooking facilities shall, from and after the date of this ordinance, have a digital high resolution surveillance camera system sufficient to provide an overall view from the exterior of the building to the property line. The camera system must include all parking areas, gate entries and exit points, building doorways and exterior spaces.

- (B) Any contractor who installs security cameras pursuant to this ordinance shall obtain a permit from the City of Sweeny for each installation. A detailed location of each camera must be provided to the City of Sweeny Police Department or Fire Marshall, as well as the make and model of each camera and the camera system. The City of Sweeny Police Department or the Fire Marshal shall make regular inspections of the positioning of the cameras installed pursuant to this ordinance to ensure that they continue to comply with Section (C) of this ordinance.
- (C) It is specifically provided that exterior cameras may be placed in common outdoor areas like entrances, exits, driveways, sidewalks, parking lots, hallways, lobbies, courtyards and stairwells. Cameras may not be pointed towards windows, balconies and other areas where tenants have a reasonable expectation of privacy. Cameras may not be installed inside tenants units or other areas with a reasonable expectation of privacy, including but not limited to bathrooms, changing rooms and bedrooms.
- (D) Each camera system shall display the date and time of the recording for each camera. The camera system must be capable of providing a digital image with a minimum resolution of two megapixels, a minimum aspect ratio of 1920 horizontal pixels by 1080 vertical pixels and a minimum frame rate of 30 frames per second. The camera system shall have Wide Dynamic Range capabilities. The camera system shall be capable of exporting video footage in a non-proprietary MPEG-4 format.
- (E) Each camera system shall be maintained in proper working order at all times. Each camera system shall be operating at all times, including hours when the facility is not open for business.
- (F) The owner of any apartment complex defined in this ordinance shall within seventy-two (72) hours of a request, provide digital color video footage in connection with crime investigations to any State of Texas Law Enforcement Agency or Federal Law Enforcement Agency. Camera video data must be transferred to these organizations via a USB drive, Electronic Mail or digital file sharing transfer. Other than the providing video footage to law enforcement as provided herein, apartment complex owners shall limit access to security camera footage to prevent misuse and protect tenant privacy.
- (G) The owner or operator shall maintain a library of the recorded digital footage for not less than thirty (30) days.
- (H) A business subject to the requirements of this section shall have posted at all public exits and entrances, signs or decals indicating that surveillance cameras are in use. In addition all apartment complexes shall inform tenants about the presence of security cameras and by placing such notification into the tenant's lease agreement. All cameras placed pursuant to this ordinance shall be visible and noticeable.
- (I) Any person who shall willfully, intentionally or with criminal negligence violate any provision of this section shall be deemed guilty of a misdemeanor and shall be fined in

an amount of not more than \$500.00. Each day of violation shall constitute a separate offense.”

Section 3:

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict only.

Section 4:

If any part of portion of this ordinance shall be determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair any remaining portions or provisions of this ordinance.

Section 5: This ordinance shall be effective from and after the date of its passage.

PASSED AND ADOPTED this _____ day of _____, 2025.

DUSTY HOPKINS, Mayor of the City of
Sweeny, Texas

ATTEST:

KAYDI SMITH, City Secretary



AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Meeting Date	08/19/2025	Agenda Items	
Approved by City Manager	Yes	Presenter(s)	Administration
Reviewed by City Attorney		Department	Animal Control
Subject	Discussion and possible action to appoint the Rabies Control Authority.		
Attachments / Supporting documents	DSHS Rabies Control Authority Form, DSHS Shelter Inspection 2025		
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

Council will need to appoint the Rabies Control Authority for the City for the purpose of the Rabies Control Act of 1981 for the Texas Department of State Health Services.

Currently our ordinance reads that the Director of Public Works is the Local Rabies Control Authority.

Animal Control is under the supervision of the Police Department.

We will need to designate and determine if our ordinance needs to be amended depending on the selected designee.

§ 95.02 ENFORCEMENT; RESPONSIBILITY.

The City Council hereby designates the Director of Public Works for the City of Sweeny as the Local Rabies Control Authority who shall be responsible for the enforcement of this chapter and for the impounding of animals and fowl, the adoption thereof or destruction thereof, and for such other duties required to enforce this chapter.
(Ord. 102-15, passed 12-16-14)

Recommended Action

To designate _____ (person) of the _____ (animal control, police department, public works) as the Rabies Control Authority for the purpose of the Rabies Control Act of 1981, and to amend the ordinance to reflect accordingly if necessary.



TEXAS
Health and Human
Services

Texas Department of State Health Services

Jennifer A. Shuford, M.D., M.P.H.
Interim Commissioner

The _____ of _____
(governing body) (city or county)

designates _____ of _____ as the
person's name (print) (i.e. animal control, police, or sheriff's dept. etc.)

Rabies Control Authority for the purpose of the **RABIES CONTROL ACT OF 1981.**

This appointment became effective: _____
(date)

Authorizing person's name: _____
(print)

Authorizing person's Signature: _____
Circle One: Mayor (if municipality); County Judge (if county)

In reference to the person named as Rabies Control Authority, please indicate (print) their mailing address and telephone number.

The Rabies Control Authority for this community is:

Name: _____

Mailing Address: _____

Telephone: _____

Fax: _____

Email Address: _____

Duties of a Local Rabies Control Authority

Purpose:	To define the duties and responsibilities of the designated Local Rabies Control Authority under the Rabies Control Act.
References:	Health and Safety Code, Chapter 826, Rabies. Texas Administrative Code, Rabies Control and Eradication §169.21-169.34.
Designation:	Local Rabies Control Authorities (LRCA) must be designated by the commissioner's court of each county or the governing body of a municipality. The LRCA may be the local health authority, animal control officer, peace officer or some other appropriate entity.
Responsibilities:	To enforce the state law and rules and local ordinances or rules of the county or municipality pertaining to rabies control.
Duties:	<ol style="list-style-type: none"> a. Investigate every animal bite and other potential rabies exposure to a human. In the investigation ascertain who, what, when, where, why and how. Also check the status of the animal's rabies vaccination. b. Ensure domestic dogs, cats and ferrets that bite someone are observed for ten (10) days or are humanely destroyed without damage to the brain and submitted for rabies testing. c. Contract or establish where the animals under jurisdiction will be quarantined: <ol style="list-style-type: none"> 1. Department of State Health Services-approved facility 2. Veterinary clinic 3. Home confinement per Texas Administrative Code d. Upon quarantine or destruction of an animal for rabies testing, notify the bite victim, the victim's doctor, and the owner of the animal. e. Ensure the bite victim, the victim's doctor, and the animal's owner are notified upon release from quarantine or a negative result from rabies testing. f. Upon receiving a positive rabies result, notify the bite victim, the victim's doctor, the animal's owner, the person removing the head, the animal control officer who quarantined the animal and anyone else who handled the animal. g. Observe animals in quarantine for signs of sickness or rabies (required for home confinement or delegated to quarantine facility and/or veterinarian). h. Ensure that dogs and cats are current on their rabies vaccination before releasing from quarantine. i. Ensure high-risk animals (coyotes, skunks, bats, foxes and raccoons) are humanely destroyed and the heads submitted for rabies testing. j. Have low-risk animals (opossums, shrews, moles, squirrels, gophers, mice, rabbits, rats, and armadillos) humanely destroyed and submitted for rabies testing <u>only if you have cause to believe that the animal was rabid</u>. k. Suitably confine for thirty (30) days any animal not classified as a domestic dog, cat or domestic ferret; high-risk; or low-risk OR humanely destroy the animal and submit its brain for testing. l. Ensure that the head of any animal which is destroyed for rabies testing is properly removed by a qualified person, packed, and shipped in accordance with DSHS guidelines (except bats, which can be submitted whole).

City Manager

From: Brad Caudle
Sent: Friday, July 11, 2025 2:50 PM
To: David Jordan; Kaydi Smith
Cc: Jessica Bailey; Rodger Larsen
Subject: FW: 2025 Shelter Inspection - Sweeny
Attachments: 2025_0619_ShelterInspection.pdf

This is the most recent pound inspection form along with an email received from DSHS.

Sincerely,

Brad Caudle
 Chief of Police
 Sweeny Police Department
 Phone: (979)548-3112
 Fax: (979)548-3326

From: Rodger Larsen <rlarsen@sweenytx.gov>
Sent: Thursday, July 10, 2025 1:15 PM
To: Brad Caudle <bbcaudle@sweenytx.gov>
Subject: Fw: 2025 Shelter Inspection - Sweeny

From: Singletary, Brittany (DSHS) <[REDACTED]>
Sent: Thursday, July 10, 2025 10:11 AM
To: Rodger Larsen <rlarsen@sweenytx.gov>
Subject: 2025 Shelter Inspection - Sweeny

Hi Rodger,

Attached is the completed shelter inspection for the City of Sweeny Animal Pound.

Here are some things of note regarding your inspection:

Question #11 – Advisory Committee

Your facility is in a county with a population greater than 75,000 which means the advisory committee requirement is applicable and required, the governing body of the city or county in which your shelter is located (Brazoria) is required to establish an advisory committee to assist in maintaining with Chapter 823, Section 823.005, of the Texas Health and Safety Code. You may want to reach out to the county animal shelter in your area; as stated in the law, the governing body of the city or **county** in which

your shelter is located is required to establish an advisory committee to assist you maintaining with Chapter 823, Section 823.005, of the Texas Health and Safety Code. Since your municipality has yet to establish or maintain an advisory committee you can become part of the county shelter advisory committee. A simple way to learn who is on the county's committee is to contact the county animal shelter and/or animal control officers and organize a meeting, which I suggest you do, as an advisory committee can be a valuable resource.

As stated in Section 823.005 of Title 10 of the Texas Health and Safety Code:

“(a) The governing body of a county or municipality in which an animal shelter is located shall appoint an advisory committee to assist in complying with the requirements of this chapter.

(b) The advisory committee must be composed of at least one licensed veterinarian, one county or municipal official, one person whose duties include the daily operation of an animal shelter, and one representative from an animal welfare organization.

(c) The advisory committee shall meet at least three times a year.”

Here is the link to the law, along with section regarding the animal advisory committee.

<https://www.dshs.texas.gov/sites/default/files/LIDS-Zoonosis/ACO/823law21.pdf>

Section 823.005. Advisory Committee. (a) The governing body of a county or municipality in which an animal shelter is located shall appoint an advisory committee to assist in complying with the requirements of this chapter. (b) The advisory committee must be composed of at least one licensed veterinarian, one county or municipal official, one person whose duties include the daily operation of an animal shelter, and one representative from an animal welfare organization. (c) The advisory committee shall meet at least three times a year.

The only way it does not apply, is if the county meets any of the exemptions that are listed in 823.002

Section 823.002. Exemption for Certain Counties, Clinics, and Facilities. This chapter does not apply to: (1) a county having a population of less than 75,000; (2) a veterinary medicine clinic; or (3) a livestock commission facility.

Question #36 Pest Control

169.26

A regular program for the control of insects, ectoparasites, and other pests shall be established and maintained. The facility shall be free of visible signs of rodents and keep other vermin infestations to a minimum at all times. Each pesticide must be used in accordance with its manufacturer's label instructions.

Please address the corrective measures necessary to maintain minimum standards for your facility.

Please insure to maintain a copy for public display as well as for your records.

Let me know if you have any questions or concerns.

Best,

Brittany Singletary
Zoonosis Control PHR 6/5S
DSHS
713-767-3300 desk
713-767-3193 fax
[REDACTED]

<https://www.dshs.texas.gov/Region6-5/Zoonosis.aspx> - regional webpage

<https://www.dshs.texas.gov/idcu/health/zoonosis/> - state website



AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Meeting Date	08/19/2025	Agenda Items	
Approved by City Manager		Presenter(s)	Administration
Reviewed by City Attorney	Yes	Department	Contracts
Subject	Discussion and possible action to annual interlocal agreement with Brazoria County for construction, improvement, maintenance, and/or repair of streets.		
Council Strategic Goals	Infrastructure Investment		
Attachments / Supporting documents	BrazCo Interlocal Agrmt FY25.26		
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

Annually the City enters into an interlocal agreement with Brazoria County for assistance. Within this agreement, Brazoria County provides personnel and equipment at its own expense to assist in the construction, improvement, maintenance and/or repair of a street or alley within the City. The City must provide the materials to include fuel for equipment used.

All requests must be submitted in writing to the County Engineer by the Mayor. Any agreed upon assistance would be allocated as the Road and Bridge Departments schedules permit.

Recommended Action

To approve the annual interlocal agreement with Brazoria County for construction, improvement, maintenance, and/or street repair, ending September 30, 2026.

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

INTERLOCAL AGREEMENT

This agreement is made at Angleton, Brazoria County, Texas between BRAZORIA COUNTY, TEXAS acting through its Commissioners' Court (hereinafter "COUNTY"), and the CITY OF SWEENY, acting through its Mayor (hereinafter "CITY").

NOW THEREFORE, THE COUNTY AND THE CITY agrees as follows:

1.0 The term of this agreement shall be from October 1, 2025, to September 30, 2026. The AGREEMENT may be renewed annually by the written approval of COUNTY and CITY.

1.1 Pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791 and the Texas Transportation Code, Section 251.012, the COUNTY agrees to provide personnel and equipment at its own expense to assist in the construction, improvement, maintenance and/or repair of a street or alley located within the corporate limits of the CITY OF SWEENY, subject to the approval of the County Engineer as set forth in Section 1.3, including sub grade preparation, base preparation, asphalt paving, culverts and ditch work, herbicide spraying, painting and striping roads, installation of permanent traffic signs, and other routine road maintenance operations. Any work performed on the City's streets and alleys which are not an integral part of, or a connecting link to, other roads and highways is allowed if such work is determined to be

a benefit to the County by Commissioners' Court. The CITY will provide materials, including fuel used by the equipment for these projects. All such materials shall be paid for by the CITY, and may be purchased through the County's suppliers. The CITY shall reimburse the cost of any work performed or obtained by the COUNTY, which is determined to be beyond the scope of this agreement, to the County.

1.2 The county work authorized by this AGREEMENT may be done:

- (1) By the COUNTY through use of county equipment;
- (2) By an independent contractor with whom the COUNTY has contracted for the provision of certain services and materials, conditioned on the CITY providing a purchase order to such independent contractor for the full amount of such services or materials.

1.3 During the term of this AGREEMENT when COUNTY work is requested, the Mayor of the City shall submit a request in writing to the County Engineer. The County Engineer and the Mayor of the City shall agree in writing as to the location and type of assistance to be provided pursuant to this AGREEMENT. It is expressly understood between the parties that the COUNTY shall have no authority or obligation to provide any service or work on any city street or alley not so agreed to in writing. The County Engineer is authorized to sign an acceptance statement for each project at the appropriate time and authorize the work subject to be completed as the Road and Bridge Department schedules permit.

1.4 The parties intend that the COUNTY in performing such services shall act as an independent contractor and shall have control of the work and the manner in which it is performed. The COUNTY shall not be considered an agent, employee, or borrowed servant of the CITY.

1.5 For and in consideration of the above agreement by the County, the CITY agrees to provide all warning and safety signs and other safety protections as required when such work is being performed by the COUNTY.

1.6 The parties further agree that such work and materials are provided by the COUNTY without warranty of any kind to the CITY or any third party, and that the COUNTY has no obligation to provide any supplemental warranty work after a project's completion. The CITY agrees to provide any engineering or design work required for work done pursuant to this agreement.

II.

2.0 The Parties expressly acknowledge that the City's and the County's authority to indemnify and hold harmless any third party is governed by [Article XI, Section 7 of the Texas Constitution](#), and any provision that purports to require indemnification by the City or the County is invalid. Nothing in this Agreement requires that either the City or County incur debt, assess or collect funds, or create a sinking fund.

2.1 Payment for services or materials under this agreement shall be payable from current revenues available to the paying party.

III.

3.0 Either party may terminate this agreement upon thirty (30) day's written notice to the other party.

3.1 Nothing herein shall be construed to make either party a purchaser or consumer of goods or services from the other.

3.2 Nothing herein shall be construed to create any rights in third parties.

SIGNED AND ENTERED this the _____ day of _____, 2025.

BRAZORIA COUNTY, TEXAS

CITY OF _____

Signed by:

L. M. "Matt" Sebesta, Jr.
By: E.M. "Matt" Sebesta Jr.
Brazoria County Judge

By: Mayor

ATTEST:

CITY SECRETARY