



CITY COUNCIL MEETING REGULAR SESSION

Tuesday, June 17, 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, June 17, 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

CITIZENS WISHING TO ADDRESS CITY COUNCIL

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

CONSENT AGENDA

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

- [1.](#) Minutes: Regular Session, May 20, 2025
- [2.](#) Financial Statements
- [3.](#) Personnel Status
- [4.](#) City Managers Update: Gas Compliance & Project Status
- [5.](#) Public Works Report: Critical Equipment, Generators, & Sidewalk Repair Updates

REGULAR AGENDA

- [6.](#) Discussion and possible action to verbal update from the Crime Control and Prevention District (CCPD).
- [7.](#) Discussion and possible action to update from the Parks & Recreation Board.

- [8.](#) Discussion and possible action to requested variance at 222 Pecan Street, Ordinance §156.018 A(3) for flag pole height allowance; Sweeny Fire & Rescue
- [9.](#) Discussion and possible action to Sweeny Economic Development Corporation's Application for Incentive and Performance Agreement with Equipment Share.
- [10.](#) Discussion and possible action on selling the gas system; Councilman Cook.
- [11.](#) Discussion and possible action on Containers Ordinance §51.02; Councilman Cook.
- [12.](#) Discussion and possible action on Eight Liner Machines Prohibited Ordinance, §130.07; Councilman Cook.
- [13.](#) Discussion and possible action for driving on flooded streets that may potentially damage another person's property; Councilman Cook.
- [14.](#) Discussion and possible action to require and enforce exterior security cameras at apartment complexes; Councilman Massey.
- [15.](#) Discussion and possible action to Ordinance 25-107, repealing §130.01, Curfew.

EXECUTIVE SESSION IN ACCORDANCE WITH THE TEXAS GOVERNMENT CODE SECTION 551.071, 551.072 AND 551.074

The City Council will now convene into executive session pursuant to the provision of Chapter 551 Texas Government Code, in accordance with the authority contained therein:

16. Deliberation Regarding Personnel Matters regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, or to hear a complaint or charge against an officer or employee, pursuant to Section 551.074 (a) (1) & (2) of the Texas Government Code; Police Chief

OPEN SESSION

The City Council will now adjourn Executive Session, reconvene into Open Session pursuant to the Provisions of Chapter 551 Texas Government Code and take action, if any, on item(s) discussed during Closed Executive Session.

17. Discussion and possible action, if any, on item discussed during Closed Executive Session pursuant to Section 551.074 (a) (1) & (2) of the Texas Government Code, Personnel Matters, Police Chief, and action related thereto.

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 **June 17, 2025** was posted on the City Hall bulletin board on the 12th day of June, 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 _____, 2025 at approximately _____AM / PM.

Kaydi Smith, City Secretary

CITY COUNCIL MEETING REGULAR SESSION

Item 1.

Tuesday, May 20, 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 will met in **Regular Session** on **Tuesday, May 20, 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, John Rambo, and Caniel "Shaun" Massey were in attendance.

PLEDGES & INVOCATION

Pledges were led by Neal Bess Jr. The invocation was given by Reese Cook.

CEREMONIAL PRESENTATIONS

1. Sweeny Beautification Committee's Yard of the Month

2. Proclamation: Juneteenth; June 19, 2025

Mayor Hopkins stated he will sign the proclamation and it will be posted within the foyer of City Hall, proclaiming June 19th as Juneteenth.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

N/A

CONSENT AGENDA

3. Minutes: Regular Session; April 15, 2025 & Special Session; May 09, 2025

Shaun Massey moved to approve. John Rambo seconded. All in favor. Motion carried.

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

5. Personnel Status – Information Only

6. Project Status, Gas Compliance, & Sidewalk Repair Report

7. Critical Equipment Report; Generator Hourly Activated Self-Test Report

REGULAR AGENDA

8. Recognition and Presentation of Appreciation Plaque for Councilman John Rambo; Position Four (4)

Mayor Hopkins presented John Rambo with a plaque of appreciation for his contributions to the City as Councilman Position No. 4 from 2019 to 2025.

9. Administering of the Oath of Office, Statement of Elected Officer, and Certificate of Election for the duly elected; the Mayor, Council Position Two (2) and Council Position Four (4); Appointing Elected Officials

Attorney Stevenson administered the newly elected officials their Oath of Office. Each completed and signed their Statement of Elected Officer. Mayor Hopkins presented the Certificates of Election for the duly elected. Sandra Blaine assumed per position on the diocese as a voting member and the Mayor continued with the agenda.

10. Discussion and possible action to agenda request received, disputing the utility bill for 505 Irma; Crowder

Mr. & Mrs. Crowder of 505 Irma approached Council disputing the high gas bill received for usage spanning February 18th -March 17th. No leaks were detected on the City side. The Crowders hired a plumber to perform a pressure test and no leaks were determined. This is an extremely high bill compared to their normal usage. Council requested the meter be changed out.

Neal Bess Jr. motioned to look at the past six months and average it out to what it was in the past six months. Seconded by Shaun Massey. All in favor. Motion carried.

11. Discussion and possible action to agenda request received for usage of the Sweeny Community Center by the Friends of the Sweeny Library; Bonner

Katherine Bonner of the Friends of the Sweeny Library approached Council requesting permission to use the Community Center for three times a year for their summertime activities and book sale during the fall. She is requesting for Council to waive the rental fee for these events. Savings of the rental fees would go towards the local library and kids in the community. If approved, it is suggested by City staff that the Friends of the Library be responsible for their own janitorial supplies and to clean after each event/rental.

Ms. Bonner stated that they would take a picture prior to using and after.

Mr. Bess asked about the allowance without specific dates of rentals.

Mr. Jordan stated we could approve with the coordination of staff for proposed dates. Brian Brooks stated so moved. Seconded by Neal Bess Jr.

Discussion: Reese Cook asked about setting up an agreement with the Friends of the Sweeny Library for future usage that runs concurrently with our County contract for these types of requests. An agreement could be put together that would be beneficial for both parties.

All in favor. Motion carried.

12. Discussion and possible action to Texas Rebuild proposal for wellhead rehabilitation.

David Jordan stated this is a proposal for phase I of a project that would assist to clean up the wells, minimizing complaints. This would help to improve efficiency in our well production and help with the color of the water. This is a cost effect way of reducing our chemical expenses, by adding bicarbus to the system. Doug Vinyard has been working with the University of Houston, College of Engineering, for site research. He has a plant in Tomball that makes this specialized molecule. This molecule prevents microbes from being able to communicate. This molecule prevents communication, individualizing, and oxidizing the inorganic materials within the well. When using it as a maintenance, this keeps them from coming back or reforming colonies. The maintenance expense would be approximately \$7,300 per year after the full cleaning of the wells. This would replace the current phosphate injection under the maintenance portion. This proposal is only for phase I, to clean the four wells.

Reese Cook moved to approve the proposal from Texas Rebuild, allowing the City Manager to execute the agreement, and to approve a budget amendment for the expenditure, in the amount of \$10,000.00, from the TexPool Infrastructure Donations Fund balance. Second by Neal Bess Jr. All in favor. Motion carried.

13. Discussion and possible action to Ordinance 25-106, amending or repealing contractor registration requirements, pursuant to the recent repeal of Chapter 114 by Ordinance 25-103; §91.40(B), §91.41(A), §112.03.

Reese Cook moved to approve Ordinance 25-106, amending and repealing the requirement for the registration of contractors. Second by Shaun Massey. All in favor. Motion carried.

14. Discussion and possible action on Minute Order 25-M100, establishing a speed limit on Calvie Brown Road, located within Industrial Park.

Shaun Massey stated so moved, accepting the Minute Order 25-M100, establishing a speed limit of 20 mph on Calvie Brown Road. Seconded by Neal Bess Jr. All in favor. Motion carried.

15. Discussion and possible action on the selection of Mayor Pro Tem.

In the event the Mayor is not available, the Mayor Pro Tem acts in their position. Each Councilman was given an index card to select a new Mayor Pro Tem by secret ballot.

The following votes were received resulting in a tie.

2 votes Brian Brooks

2 votes Neal Bess Jr.

1 vote Reese Cook

Council was given an additional card for a runoff vote between Brooks and Bess.

Brian Brooks received the greater number of votes. The following votes were received:

2 votes Neal Bess Jr.

3 votes Brian Brooks

Attorney Stevenson suggests a motion to appoint him (Brian Brooks) by action of the whole Council.

Reese Cook stated so moved. Seconded by Sandra Blaine. All in favor. Motion carried.

ITEMS OF COMMUNITY INTEREST

Neal Bess Jr. stated he attended the Gulf Coast Transit board meeting today and there was no quorum. They will be getting a MOU ready for a vote and then come to the City for approval. This would be to get our own bus to pickup people at their homes. First year would be \$6,400, with the following year approximately \$20,000.

Sandra Blaine stated she is looking forward to serving the City.

Shaun Massey stated the event held last Saturday was good at Windmill Run. The Lions Club, Fire Department, and Constable's Office, were in attendance. It was a good response. They were there from 4 pm to 11:30 pm.

ADJOURN REGULAR SESSION

Mayor Hopkins adjourned the meeting at 7:20 PM.

Staff 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



AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Item 2.

Meeting Date	06/17/2025	Agenda Items	
Approved by City Manager		Presenter(s)	Karla Wilson
Reviewed by City Attorney		Department	Budget/Finance
Subject	Presentation of YTD General Fund and Enterprise Fund Income and Expenses		
Council Strategic Goals	This meets the strategic goal of Government Sustainability by protecting the City's financial integrity and ensuring government transparency.		
Attachments / Supporting documents	General Fund Income Statement Enterprise Fund Income Statement		
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	Attached	
	Account Number:	Attached	
	Additional Appropriation Required:	Attached	
	Additional Account Number:	N/A	

Executive Summary

The Income Statements presented are for the current month of May 2025 and Year-to-Date FY24-25 (October to May).

Recommended Action

Staff recommends acceptance.



AGENDA MEMO

Business of the City Council

City of Sweeny, Texas

Item 3.

Meeting Date	06/17/2025	Agenda Items	
Approved by City Manager		Presenter(s)	Karla Wilson
Reviewed by City Attorney		Department	Personnel
Subject	Personnel Status – Information Only		
Council Strategic Goals			
Attachments / Supporting documents			
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

City Manager	J. David Jordan
City Secretary	Kaydi Smith
Director of Finance and Personnel	Karla Wilson
Utility Billing Manager	Kyli Jones
Administrative Clerk	Jennifer Miller
Municipal Court Clerk	Brandi Anderson
Public Works Director	DeLane Brown
Public Works Office Manager/SEDC Executive Director	Michelle Medina
Public Works Foreman	Tex Bell
Water Plant Operator	Daniel Wright
WWTP Operator	Craig Carpenter
City Hall Liaison / Gas Ops in Training	Courtlyn Davidson
General Laborer - Parks	VACANT
General Laborer – Streets	Dylan White
General Laborer - Drainage	Trevion Johnson
Chief of Police	Brad Caudle
Detective/Warrant Officer	Erica Harris
Patrol Sergeant / K-9	Mitchell Ferrel
Patrol Officer / K-9	Mario Reyes
Patrol Officer	VACANT



AGENDA MEMO

Business of the City Council

City of Sweeny, Texas

Item 3.

Patrol Officer	Joseph Burt
Patrol Officer	Darius Woodard-Smith
Patrol Officer	Emilio Peña
Patrol Officer	VACANT
PD Office Manager	Jessica Bailey
Animal Control / Code Enforcement	Rodger Larsen

Recommended Action

Information only; no recommended action.

Council Project Status Reports

Main Street Water: This project is substantially complete. We had a walk through schedule for June 12 at 10:00 for the development of a punch list to address any incomplete items. That meeting will be rescheduled due to the rain at the time of the meeting schedule.

Avenue A Sewer/Water project: Progress is a little slow due weather and having to perform well point operations to control ground water. The plan is to have a second crew come in and start the water line replacement that is tied to this project now that they have passed the point of interference with the 2 job portions. This should allow the total project to stay on schedule for final completion of September.

Animal Shelter: The dirt pad for the foundation has been built and the building is scheduled to be delivered by the time of the Council Meeting. Assembly should take place within a week of delivery. Once assembly is completed the concrete will pour inside with floor drains being added that were not in the original plans. We will still be close on budget for a dried in building and electrical. The \$50,000 will not cover the kennels needed for the animals.

Natural Gas compliance: We have received notice of a \$5000.00 for failure to complete the installation of 8% of the distribution system by December 31, 2024. While we did manage to find the money to obtain the materials for the 8% we did not get it installed. Efforts have been made to track every component that we change including meters to apply towards the replacement. As I have stated before the idea of trying to complete this in house will be almost impossible with our staff. We were already working on pricing from another contractor different from the original two we got in November. The cost at today's price is \$175,000 to install the material we

have with our staff hooking up to the meters as the services are placed next to the old meter set.

We have also participated in Operator training this week with 2 of our employees and some City of Brazoria staff with the 2 cities sharing the cost. This training is part of our annual requirements and also allowed the staff to participate in hands on events to make sure they truly understand proper procedures and safety in Natural Gas operations. The instructor was a retired pipeline operator from Navasota with almost 50 years experience.

I am also continuing efforts to fully update our operations, Maintenance, and emergency manual.

New Subdivision and Annexation: I have been in contact with Doug Kirk and also Baker and Lawson Engineers as we continue to study our Utility availability and also potential areas of connections to serve the proposed location on the North end of town. We will continue our discussions and hopefully have a presentation in the near future to get this project started for the building of additional rooftops in our community.

Water Well Treatment: All four wells have been treated using the Bicarb method that was approved in the last council meeting. The results on 3 of 4 wells improved dramatically. The Travis Street well did show some improvement but is not at the level we would like see yet.

The process of obtaining TCEQ approval for permanent use of this process has started and once approved we will start treating the distribution system

Our staff has already started looking at the Water plant to get an idea of what piping may be needed to inject this product and also correct some piping issues in the chlorine feed that is having to be repaired routinely due to leaks in the process lines.

Drainage: I have been working with Brazoria County and the Drainage district on ideas to improve drainage throughout town. This week the County removed the drainage pipes on East Ashley Wilson Road under the Hilcorp pipelines. These culverts were almost totally collapsed and were prevent water from draining correctly. At this time there are no plans to replace them. The idea is leave it as an open ditch.

Railroad authorities were in town Memorial day and met with local officials about drainage issues in their right of ways. I do not know what has happened in the past, but there was not a positive feeling from the railroad towards Sweeny. I let them know this is a total new administration and we want to work together as a team not enemies.

They have given tentative agreement pending approval from Omaha to clean the trees out of the ditches along the tracts from FM 524 to County road 321.

This project will also address issues with existing culverts and ditch elevations.



Office of Public Works Update

Work Orders:

Water- 48 Closed, 4 water leaks were repaired.

Sewer- 9 Closed, 3 lines were jetted out.

Streets- 4 Closed, 4 potholes repaired.

Gas- 10 Closed, 1 gas leak repaired

Drainage- 2 Closed.

Permits- 12 Closed.

Major Equipment:

The Pecan lift station was sucked out and Pump 1 was put into auto. Pump 2 inlet flange is cracked not allowing the pump to create a vacuum. The generator Battery was replaced, and generator is working.

The San Bernard lift Station was sucked out and pumping better.

Fix clog in RAS pumps at Wastewater Plant and adjusted valves to RAS Equally from each clarifier to the racetrack.

Well #1,2,3, and 4 had BiCarbus injected into them on the 27th and 30th of May. The Wells looked significantly clearer after the injections and time for chemicals to react.

Generators were all checked and will be checked on a regular basis, only 2 had issues.

The Police Departments Generator has multiple alarms, and a contractor has been called to fix it.

Well 3 Generator works but the automatic switch is still down waiting on parts to fix it.

Sidewalk Repair:

Multiple contractors have been contacted to bid on repairing the sidewalks no quotes have come in yet.



AGENDA MEMO
Business of the City Council
City of Sweeny, Texas

Meeting Date	06/17/2025	Agenda Item	
Approved by City Manager		Presenter(s)	CCPD
Reviewed by City Attorney		Department	CCPD
Subject	Discussion and possible action to update from the Crime Control & Prevention Board (CCPD).		
Financial Information	Expenditure Required:	-	
	Amount Budgeted:	-	
	Account Number:	-	
	Additional Appropriation Required:	-	
	Additional Account Number:	-	

Executive Summary

Verbal update to be given from Crime Control & Prevention District (CCPD).



AGENDA MEMO
Business of the City Council
City of Sweeny, Texas

Item 7.

Meeting Date	06/17/2025	Agenda Item	
Approved by City Manager		Presenter(s)	President; Cerrington Massey
Reviewed by City Attorney		Department	Parks & Recreation Board
Subject	Discussion and possible action to update from the Parks & Recreation Board.		
Financial Information	Expenditure Required:	-	
	Amount Budgeted:	-	
	Account Number:	-	
	Additional Appropriation Required:	-	
	Additional Account Number:	-	

Sweeny Parks and Recreation – Future Project Updates

We are excited to share the progress and plans for several of our local parks aimed at enhancing recreational spaces and community experiences:

Backyard Park Revitalization

Thanks to a generous \$5,000 donation from PChem that we worked diligently on , we are moving forward with revitalizing Backyard Park. Planned improvements include:

Installing 6 to 8 umbrella picnic tables and two park benches

Adding a new basketball court

Renovating the existing volleyball court

Purchasing 25–30 pieces of metal roofing to repair and improve the pavilion

Removing dead tree stomp

MLK Park Enhancements

To continue improvements at MLK Park, we plan to:

Install the park light that was previously discussed

Restripe the basketball court

The City will only need to purchase the cement and wiring—previously used by Parks and Rec—to proceed with the installation.

TJT Walking Trail Fitness Project

We have applied for a \$5,000 grant to support the addition of six fitness stations along the walking trail, promoting health and wellness in our community.

Chicken Anderson Park Lighting

We are working to install a new light pole at Chicken Anderson Park. The City will need to provide concrete and wiring—borrowed previously from Parks—for this project to be completed.

Modular Restroom Initiative

We are currently obtaining quotes and will in the future seek donations for a modular-style restroom to serve park visitors. While it may begin as a single-unit facility, we believe this will be a meaningful first step in improving park amenities.

Work Day

We are looking into having a work day where all city organizations can assist in implementing these goals.



AGENDA MEMO

Business of the City Council

City of Sweeny, Texas

Item 8.

Meeting Date	06/06/2025	Agenda Item	
Approved by City Manager		Presenter(s)	
Reviewed by City Attorney		Department	Developmental Services / Fire Dept.
Subject	Discussion and possible action to requested variance at 222 Pecan Street, Ordinance §156.018 A(3) for flag pole height allowance; Sweeny Fire & Rescue		
Attachments	Variance Request with Supporting Information		
Financial Information	Expenditure Required:	-	
	Amount Budgeted:	-	
	Account Number:	-	
	Additional Appropriation Required:	-	
	Additional Account Number:	-	

Executive Summary

Sweeny Fire and Rescue has requested to place 2- 40 foot flag poles in front of the fire station located at 222 Pecan Street. Per the ordinance highlighted below, 40 foot would exceed the height limit. If Council chooses to grant the variance, you must make affirmative findings: stated below.

§ 156.018 SIGNS REQUIRING A PERMIT.

The following signs shall require a permit, issued prior to construction:

(A) Signs on property in other than residential areas.

(1) *Single commercial building*. Signs shall be permitted as follows:

- Attached or painted onto each side of a building. No single sign may be larger than 32 square feet.
- One tree standing sign not larger than 24 square feet or taller than ten feet.
- One projecting sign not to exceed 12 square feet.
- The aggregate of all signs may not exceed 80 square feet.

(2) *Commercial complex*. Signs shall be permitted as follows:

- One free standing sign not larger than 64 square feet or taller than 12 feet.

1. A commercial complex with a land area of two acres or more may have one freestanding sign along each street which borders the complex for a distance of 200 feet.

2. If the structure of a free standing sign contains or supports more than one sign, then each sign shall be of the same construction, coloring, design, and style.

- Signs housed in the complex not to exceed 50% of the front wall space.

(3) *Flags*. No flagpole may be higher than 20 feet or extend beyond the maximum allowable building height limit as established in the city building regulations, **whichever is shorter**. At any establishment, the entire area of all flags shall be counted toward the aggregate for signs on the premises. Flags may only be illuminated in compliance with this chapter.

This property falls within the C1 Commercial zone. Maximum height for C1 zone is four (4) stories, fifty (50) feet or as approved. The twenty (20) feet stated under §156.018(A)3 is the shorter. The proposed exceeds that amount.

§ 156.046 VARIANCES;

(A) *Application and fee required*. A variance is written approval to depart from the strict application of the provisions of this chapter. Any person, business or other organization desiring to continue to construct, reconstruct, place, install, repair, maintain, relocate, alter or use any sign which does not conform to the provisions of this article



AGENDA MEMO

Business of the City Council

City of Sweeny, Texas

may make application to the City Council for a variance to the provisions of this subchapter. The application shall be filed with the City Manager, accompanied by the appropriate fees established by the city, which are set out in the city's fee schedule for each application for variance.

(B) *Standards for variances.* The City Council may approve a variance only if it makes affirmative findings, reflected in the minutes of the City Council's proceedings, as to all of the followings:

(1) The variance will not authorize a type of sign which is specifically prohibited by this subchapter;
(2) The variance is not contrary to the goals and objectives outlined by the City of Sweeny's comprehensive plan;

(3) The variance is not contrary to the public interest; and

(4) Due to special conditions, a literal enforcement of the ordinance would result in unnecessary hardship. Ordinarily, hardship that is self-induced or that is common to other similarly classified properties will not satisfy this requirement. Financial or economic hardship alone will not ordinarily satisfy this requirement.

(5) The spirit and purpose of the ordinance will be observed, and substantial justice will be done.

(C) *Conditions of variances.* The City Council may impose such conditions or requirements in a variance as are necessary in the City Council's judgment to achieve the fundamental purposes of this article. A violation of such conditions or requirements shall constitute a violation of this subchapter. A variance, if granted, shall be for a specific event, use or other application of a business and shall not continue with the property. If a variance is granted and the activity authorized is not substantially underway within six months of the date of approval of the variance, the variance shall lapse and become of no force or effect.

Recommended Action

Council Discretion:

If approving, Council must make affirmative findings per §156.046(B) to be stated in the motion.—see below.

SEE ABOVE FOR FULL STANDARDS OF VARIANCES §156.046

Council may **only** approve if it makes affirmative findings reflected in the minutes as to all the following:

-it will not authorize a type of sign which is specifically prohibited by this subchapter

- is not contrary to the goals and objectives outlined by the City's comprehensive plan

-is not contrary to the public interest

-due to special conditions a literal enforcement of the ordinance would result in unnecessary hardship

-the spirit and purpose of the ordinance will be observed, and substantial justice will be done.



CITY OF SWEENY

Item 8.

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

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

Personal Information:

Name: Timothy Webb - Sweeny Fire and Rescue

Mailing Address: [REDACTED] Sweeny Tx, 77480

Physical Address: 222 Pecan St. Sweeny Tx, 77480

Email(s): [REDACTED]

Phone(s): [REDACTED]

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

Requesting variance to place (2) 40 foot poles to be utilized as flag poles in front of the fire station bays at 222 Pecan st.

The Current Pole is 30 Foot and will be replaced by the new ones.

The poles are being donated to Sweeny Fire and Rescue from Tenaris and labor for install will be donated by Pennum.

Signature: [Signature] Date: 5/27/2025

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

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







AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Meeting Date	06/17/2025	Agenda Item	Equipment Share
Approved by City Manager		Presenter(s)	Jenny Massey/Michelle Medina
Reviewed by City Attorney		Department	Sweeny EDC
Subject	Equipment Share application for Incentive and performance agreement		
Attachments	Equipment Share application for incentive and performance agreement		
Financial Information	Expenditure Required:		
	Amount Budgeted:		
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

Equipment Share has applied for an incentive. Sweeny EDC will incentivize 7.678 acres of land at the industrial park. They will provide rental, retail, delivery and service revenue. See attached paperwork.

Recommended Action

The Sweeny EDC recommends the approval of the application and performance agreement for Equipment Share.

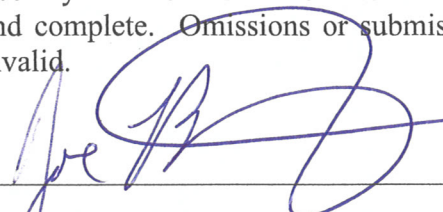
SWEENEY ECONOMIC DEVELOPMENT CORPORATION

APPLICATION FOR ECONOMIC DEVELOPMENT INCENTIVE

The following information is required for all projects requesting economic development incentives from the Sweeney Economic Development Corporation ("SEDC"). Incomplete applications will not be considered. If any requested information is not applicable, please enter "N/A" in the space. After receipt of the application, the SEDC may require additional information to be submitted.

Business Name:
Equipment Share
Mailing Address:
5710 Bull Run Columbia, MO 65201
Phone Number:
888-807-3687
Website:
Equipmentsshare.com
Business Representative:
Joe Broussard
Mailing Address (if different from above):
22 Riviera Dr. Rockport, Tx. 78382
Phone Number (if different from above):
361-414-1420
Email Address:
Joe.broussard@equipmentsshare.com

I certify that the information submitted in this application, including attachments, is true, correct, and complete. Omissions or submissions of incorrect information will render this application invalid.



 Signature of Business Representative

10-14-24

 Date

SWEENEY ECONOMIC DEVELOPMENT CORPORATION

Are you applying for incentives for a new or existing business? Please circle one below.

NEW

EXISTING

The amount of Incentive you are requesting \$ _____ N/A _____.

Please provide the following information about the existing or anticipated location of your business:

Property Address:
Est. Value of Taxable Improvements:
Building
Equipment
Utilities Usage Information (Average Actual or Estimated):
Water
Gas

Please provide the following information about your existing or anticipated employees:

Number of Employees
Initial
After 6 months
After 1 year.
After 2 years
After 3 years
After 4 years
After 5 years

Please attach the following:

- Description of how you intend to use the incentive funds for which you are applying
- Business plan
- [If existing business] Report of current finances
- [If existing business] Prior three years of tax returns

Branch Earnings

Branch Earnings - Traditional P&L View

93 rows - 4.799s - just now

Run

Filters Plexi Periods Period is August 2024 AND Market Region Xwalk Region District is any value AND Market Region Xwalk Region Name is any value AND Market Region Xwalk Market Name is any value Reset Look

Visualization

Type	Account Name	Actual	Percent of Revenue
Rental Revenues	Bulk Rental Revenue	152,588	13.6%
	Re-Rent Rental Revenue	25,954	2.3%
	ES-Owned Equipment Rental Revenue	770,087	68.8%
	Rental Protection Plan Revenue	41,138	3.7%
	Equipment Parts Revenue	2,431	0.2%
Subtotal		992,198	17.7%
Retail Revenues	Retail Parts Revenue	7,667	0.7%
Subtotal		7,667	0.7%
Delivery Revenues	Delivery Revenue - Branch Operations	26,955	2.4%
Subtotal		26,955	2.4%
Service Revenues	Service Labor Revenue	4,703	0.4%
	Warranty Part Revenue	21	0.0%
	Warranty Labor Revenue	291	0.0%
	Service Shop Supplies Revenue	457	0.0%
	Service Parts Revenue	813	0.1%
Subtotal		6,285	0.1%
Miscellaneous Revenues	Environmental Fee Revenue	14,043	1.3%
	Fuel Revenue	2,064	0.2%
	Direct Fuel Revenue	70,555	6.3%

Inventory Status

Asset Inventory Status	Total Units	OEC	OEC %	
On Rent	161	\$11,938,700 ...	42.1%	
Ready To Rent	935	\$8,782,758 ...	31.0%	
Hard Down	75	\$4,818,300 ...	17.0%	
Pending Return	58	\$1,163,819 ...	4.1%	
Soft Down	7	\$631,142 ...	2.2%	
Assigned	16	\$588,404 ...	2.1%	
Needs Inspection	11	\$388,954 ...	1.4%	
Make Ready	3	\$62,885 ...	0.2%	
Totals	1,266	\$28,374,962	100.0%	

This is what we are currently doing in Aldine which is north houston.

Roughly 1mm per month in revenue.

Employ 20 people

28.3 million total original equipment cost on site.

I predict we can do the same in Sweeney



Steven Desormeaux

Regional Vice President

409-221-8871

steven.desormeaux@equipmentsshare.com

Inventory Status



Asset Inventory Status	Total Units	OEC	OEC %
On Rent	161	\$11,938,700 ...	42.1%
Ready To Rent	935	\$8,782,758 ...	31.0%
Hard Down	75	\$4,818,300 ...	17.0%
Pending Return	58	\$1,163,819 ...	4.1%
Soft Down	7	\$631,142 ...	2.2%
Assigned	16	\$588,404 ...	2.1%
Needs Inspection	11	\$388,954 ...	1.4%
Make Ready	3	\$62,885 ...	0.2%
	1,266	\$28,374,962	100.0%

Branch Earnings - Traditional P&L View

93 rows · 4,799s · just now

Run

Filters Plexi Periods Period is August 2024 AND Market Region Xwalk Region District is any value AND Market Region Xwalk Region Name is any value AND Market Region Xwalk Market Name is Reset Loo

Visualization

Type	Account Name	Actual	Percent of Revenue
Rental Revenues	Bulk Rental Revenue	152,588	13.6%
	Re-Rent Rental Revenue	25,954	2.3%
	ES-Owned Equipment Rental Revenue	770,087	68.8%
	Rental Protection Plan Revenue	41,138	3.7%
	Equipment Parts Revenue	2,431	0.2%
Subtotal		992,198	17.7%
Retail Revenues	Retail Parts Revenue	7,667	0.7%
Subtotal		7,667	0.7%
Delivery Revenues	Delivery Revenue - Branch Operations	26,955	2.4%
Subtotal		26,955	2.4%
Service Revenues	Service Labor Revenue	4,703	0.4%
	Warranty Part Revenue	21	0.0%
	Warranty Labor Revenue	291	0.0%
	Service Shop Supplies Revenue	457	0.0%
	Service Parts Revenue	813	0.1%
Subtotal		6,285	0.1%
Miscellaneous Revenues	Environmental Fee Revenue	14,043	1.3%
	Fuel Revenue	2,064	0.2%
	Direct Fuel Revenue	70,555	6.3%

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 7.678 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 **Two Hundred Fourteen Thousand, Nine Hundred Eighty-Four and No/100 Dollars (\$214,984.00)** 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 7.678 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 **Two Hundred Fourteen Thousand, Nine Hundred Eighty-Four and No/100 Dollars (\$214,984.00)** ("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:

**SWEENEY 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]

FIELD NOTES FOR 67.263 ACRES
DESCRIPTION OF A 67.263 ACRE TRACT OF LAND, LOCATED WITHIN THE C. BREEN SURVEY, ABSTRACT NO. 46 BEING A PORTION OF THE REMAINDER OF A CALLED 77.74 ACRE TRACT AS RECORDED IN COUNTY CLERK'S FILE NO. (C.C.F.N.) 201001263 OF THE OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY TEXAS (O.P.R.B.C.T.), REFERRED TO HEREINAFTER AS THE ABOVE REFERENCED TRACT OF LAND, SAID 67.263 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, (NAD83) SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS):

BEGINNING AT A 5/8-INCH CAPPED IRON ROD, STAMPED "BAKER & LAWSON", SET FOR A SOUTHERLY CORNER OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING IN THE EAST LINE OF A CALLED 24.5936 ACRE TRACT AS RECORDED IN C.C.F.N. 2020020258 OF THE O.P.R.B.C.T. AND THE NORTHWEST CORNER OF RESTRICTED RESERVE "F" SWEENEY ECONOMIC DEVELOPMENT PARK AS RECORDED IN C.C.F.N. 2014041799 OF THE O.P.R.B.C.T.;

THENCE NORTH 07°36'22" EAST, ALONG A SOUTHERLY LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE EAST LINE OF SAID 24.5936 ACRE TRACT, A DISTANCE OF 128.56 FEET TO A 4-INCH CAP IN CONCRETE FOUND FOR AN INTERIOR CORNER OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE NORTHEAST CORNER OF SAID 24.5936 ACRE TRACT;

THENCE NORTH 81°43'17" WEST, CONTINUING ALONG THE SOUTH LINE OF THE ABOVE REFERENCED TRACT OF LAND, A DISTANCE OF 447.91 FEET TO A 1/2-INCH CAPPED IRON ROD FOUND FOR CORNER, SAME BEING THE NORTHWEST CORNER OF SAID 24.5936 ACRE TRACT;

THENCE SOUTH 44°50'41" WEST, CONTINUING ALONG THE SOUTH LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING A NORTHWEST LINE OF SAID 24.5936 ACRE TRACT, A DISTANCE OF 185.09 FEET TO A 4-INCH CAP IN CONCRETE FOUND FOR THE SOUTHWEST CORNER OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING IN THE WEST LINE OF SAID 24.5936 ACRE TRACT AND THE EAST CORNER OF A CALLED 14.44 ACRE TRACT AS RECORDED IN C.C.F.N. 2021059022 OF THE O.P.R.B.C.T.;

THENCE NORTH 23°07'58" WEST, ALONG THE SOUTHWEST LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE NORTHEAST LINE OF SAID 14.44 ACRE TRACT, A DISTANCE OF 182.48 FEET TO A 4-INCH CAP IN CONCRETE FOUND FOR THE NORTHWEST CORNER OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING IN C.C.F.N. 2013004757 OF THE O.P.R.B.C.T. AND THE NORTHEAST LINE OF A CALLED 17.82 ACRE TRACT AS RECORDED IN C.C.F.N. 2004058650 OF THE O.P.R.B.C.T., A DISTANCE OF 1,193.50 FEET TO A 4-INCH CAP IN CONCRETE FOUND FOR THE WEST CORNER OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE SOUTHWEST CORNER OF A CALLED 115.7 ACRE TRACT AS RECORDED IN C.C.F.N. 2022061028 OF THE O.P.R.B.C.T. FOR THE NORTH CORNER OF SAID 17.82 ACRE TRACT;

THENCE NORTH 42°03'51" EAST, ALONG THE NORTHWEST LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE SOUTHWEST LINE OF SAID 115.7 ACRE TRACT, THE SOUTHWEST LINE OF A CALLED 76.56 ACRE TRACT AS RECORDED IN C.C.F.N. 1982027916 OF THE O.P.R.B.C.T. AND THE SOUTHWEST LINE OF A CALLED 90 ACRE TRACT AS RECORDED IN C.C.F.N. 2015051684 OF THE O.P.R.B.C.T., A DISTANCE OF 1,631.24 FEET TO A 4-INCH CAP IN CONCRETE FOUND FOR THE NORTH CORNER OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE WEST CORNER OF A CALLED 4.78 ACRE TRACT AS RECORDED IN C.C.F.N. 2005073181 OF THE O.P.R.B.C.T. FOR THE EAST CORNER OF SAID 90 ACRE TRACT;

THENCE SOUTH 48°04'13" EAST, ALONG THE NORTHEAST LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE SOUTHWEST LINE OF SAID 4.78 ACRE TRACT, A DISTANCE OF 684.58 FEET TO A 3/8-INCH IRON PIPE, FOUND FOR CORNER, SAME BEING THE WEST CORNER OF A CALLED 9.55 ACRE TRACT AS RECORDED IN C.C.F.N. 2017010213 OF THE O.P.R.B.C.T. AND THE SOUTH CORNER OF SAID 4.78 ACRE TRACT;

THENCE SOUTH 47°33'16" EAST, CONTINUING ALONG THE NORTHEAST LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE NORTHEAST CORNER OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE NORTH CORNER OF A CALLED 7.96 ACRE TRACT AS RECORDED IN C.C.F.N. 2012048472 OF THE O.P.R.B.C.T.;

THENCE SOUTH 03°38'37" WEST, ALONG THE EAST LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE WEST LINE OF SAID 7.96 ACRE TRACT, A DISTANCE OF 1,192.14 FEET TO A 5/8-INCH CAPPED IRON ROD, STAMPED "BAKER & LAWSON", SET FOR CORNER, SAME BEING THE NORTHWEST CORNER OF A CALLED 54.35 ACRE TRACT AS RECORDED IN C.C.F.N. 2010048392 OF THE O.P.R.B.C.T. AND THE SOUTH CORNER OF SAID 7.96 ACRE TRACT;

THENCE SOUTH 03°49'08" WEST, CONTINUING ALONG THE EAST LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE WEST LINE OF SAID 54.35 ACRE TRACT, A DISTANCE OF 577.97 FEET TO A 1/2-INCH CAPPED IRON ROD, STAMPED "STROUD", FOUND FOR THE SOUTHEAST CORNER OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE NORTHEAST CORNER OF THE CALVIE BROWN SUBDIVISION AS RECORDED IN C.C.F.N. 2006036605 OF THE O.P.R.B.C.T.;

THENCE SOUTHWESTERLY, ALONG THE SOUTH LINE OF THE ABOVE REFERENCED TRACT, SAME BEING THE NORTH LINE OF SAID CALVIE BROWN SUBDIVISION, THE FOLLOWING COURSES AND DISTANCES:

THENCE NORTH 88°09'42" WEST, A DISTANCE OF 41.76 FEET TO A 5/8-INCH CAPPED IRON ROD, STAMPED "CDW", FOUND FOR CORNER;

THENCE SOUTH 27°37'20" WEST, A DISTANCE OF 135.64 FEET TO A 5/8-INCH CAPPED IRON ROD, STAMPED "CDW", FOUND FOR CORNER;

THENCE SOUTH 47°43'33" WEST, A DISTANCE OF 192.13 FEET TO A 5/8-INCH CAPPED IRON ROD, STAMPED "CDW", FOUND FOR CORNER, SAID POINT BEING IN THE WEST RIGHT-OF-WAY LINE OF CALVIE BROWN ROAD (80 FEET WIDE) AND IN THE ARC OF A CURVE TO THE RIGHT;

THENCE NORTHEASTERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 139.72 FEET, SAID CURVE HAVING A RADIUS OF 1,000.00 FEET, A CENTRAL ANGLE OF 08°00'19", A CHORD WHICH BEARS NORTH 13°02'15" EAST, A DISTANCE OF 139.80 FEET TO A 5/8-INCH CAPPED IRON ROD, STAMPED "BAKER & LAWSON", SET FOR CORNER;

THENCE NORTH 73°01'24" WEST, CONTINUING ALONG THE SOUTH LINE OF THE ABOVE REFERENCED TRACT OF LAND, OVER AND ACROSS SAID CALVIE BROWN ROAD AND ALONG THE NORTH LINE OF SAID RESTRICTED RESERVE "F", A DISTANCE OF 186.51 FEET TO A 5/8-INCH CAPPED IRON ROD, STAMPED "BAKER & LAWSON", SET FOR CORNER, SAME BEING AN INTERIOR CORNER OF SAID RESERVE "F";

THENCE NORTH 07°36'22" EAST, CONTINUING ALONG THE SOUTH LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE NORTH LINE OF SAID RESTRICTED RESERVE "F", A DISTANCE OF 79.12 FEET TO A 5/8-INCH CAPPED IRON ROD, STAMPED "BAKER & LAWSON", SET FOR AN INTERIOR CORNER OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING A NORTHWEST CORNER OF SAID RESERVE "F";

THENCE NORTH 82°23'38" WEST, CONTINUING ALONG THE SOUTH LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE NORTH LINE OF SAID RESERVE "F", A DISTANCE OF 243.20 FEET TO THE POINT OF BEGINNING OF THE ABOVE REFERENCED TRACT OF LAND, CONTAINING 67.263 ACRE OF LAND, MORE OR LESS.

CITY COUNCIL APPROVAL

I CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF SWEENEY ECONOMIC DEVELOPMENT PARK SUBDIVISION, WAS APPROVED

THIS THE 20th DAY OF February, 2024, BY THE CITY COUNCIL OF THE CITY OF SWEENEY, TEXAS.

DUSTY J. PINKINS
MAYOR
MARK MORGAN JR.
POSITION NO. 1

REESE COOK
POSITION NO. 2
BRAN BROOKE
POSITION NO. 3

JAMES W. MOSE
POSITION NO. 4
TIM PETTIGREW
POSITION NO. 5

OWNER ACKNOWLEDGEMENT:

I, Devin Lemon, AN AUTHORIZED AGENT OF SWEENEY ECONOMIC DEVELOPMENT CORPORATION, OWNER OF LAND SHOWN ON THIS PLAT, DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL EASEMENTS, RIGHTS-OF-WAY OR SETBACKS AFFECTING THE SUBJECT PROPERTY, NO ADDITIONAL RESEARCH REGARDING THE EXISTENCE OF EASEMENTS, RESTRICTIONS, OR OTHERS MATTERS OF RECORD HAVE BEEN PERFORMED BY THE SURVEYOR.

NAME
SWEENEY ECONOMIC DEVELOPMENT CORPORATION

NAME
SWEENEY ECONOMIC DEVELOPMENT CORPORATION

NAME
SWEENEY ECONOMIC DEVELOPMENT CORPORATION

NAME
SWEENEY ECONOMIC DEVELOPMENT CORPORATION

NAME
SWEENEY ECONOMIC DEVELOPMENT CORPORATION

NAME
SWEENEY ECONOMIC DEVELOPMENT CORPORATION

NAME
SWEENEY ECONOMIC DEVELOPMENT CORPORATION

NAME
SWEENEY ECONOMIC DEVELOPMENT CORPORATION

NAME
SWEENEY ECONOMIC DEVELOPMENT CORPORATION

NAME
SWEENEY ECONOMIC DEVELOPMENT CORPORATION

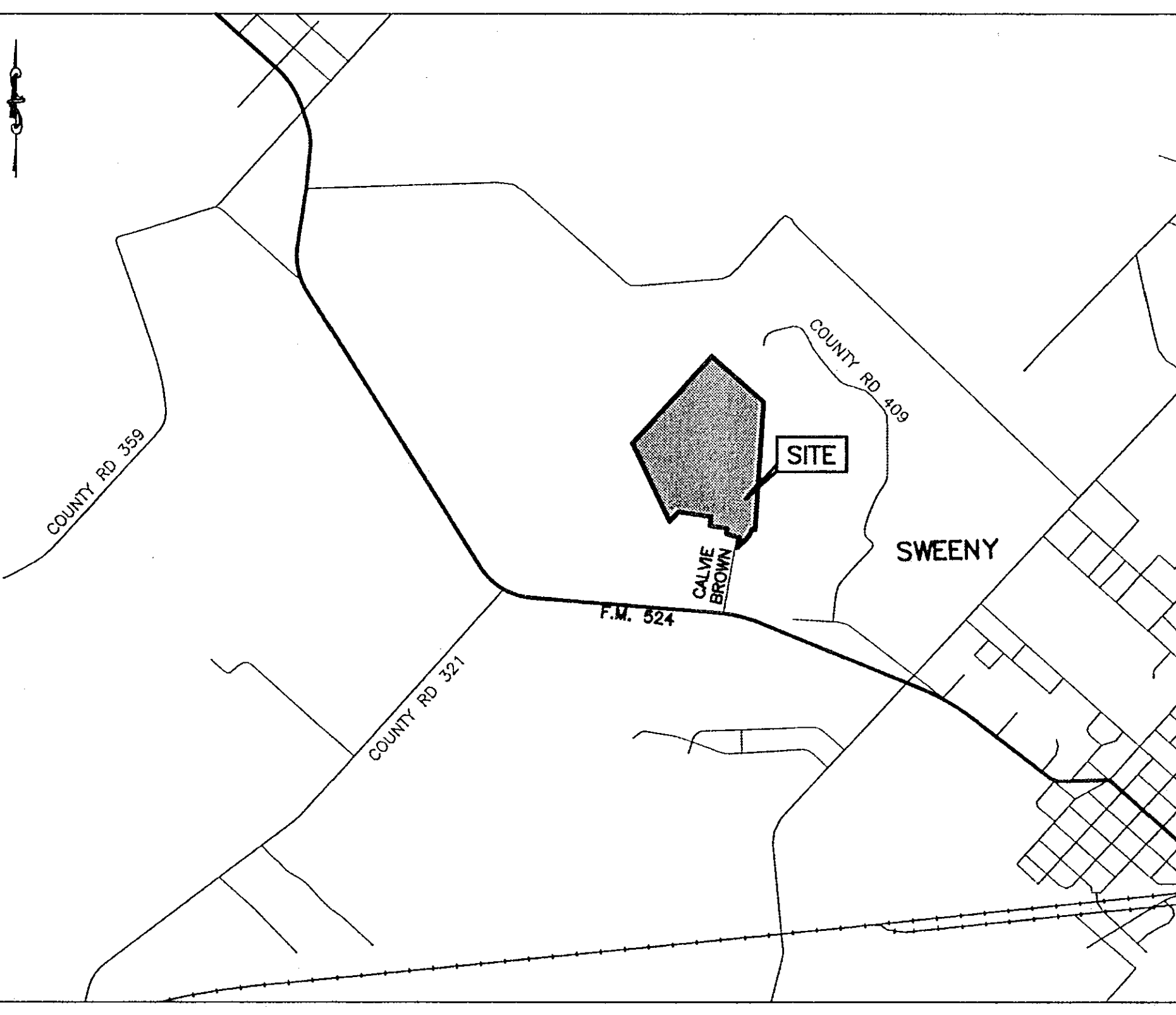
NAME
SWEENEY ECONOMIC DEVELOPMENT CORPORATION

NAME
SWEENEY ECONOMIC DEVELOPMENT CORPORATION

NAME
SWEENEY ECONOMIC DEVELOPMENT CORPORATION

NAME
SWEENEY ECONOMIC DEVELOPMENT CORPORATION

RECORDER'S MEMORANDUM:
At the time of recording, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon, or photo-copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.



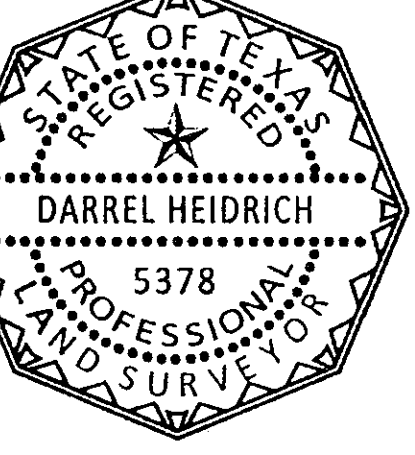
VICINITY MAP
SCALE 1"=2500'

- NOTES:
1. THE PURPOSE OF THIS PLAT IS TO REPLAT THE FINAL PLAT OF THE SWEENEY ECONOMIC DEVELOPMENT PARK INTO 9 LOTS AND 2 RESERVES. LOT 3 WAS RECONFIGURED.
 2. ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, (NAD83) SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS.
 3. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP NO. 4803050565K, REVISED DATE OF DECEMBER 30, 2020, THE SURVEYED PROPERTY LIES WITHIN ZONE "X", UNSHADED.
 4. ALL PROPERTY SHALL DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
 5. ALL DRAINAGE EASEMENTS AND DETENTION POND RESERVES SHOWN ON THIS PLAT, WILL BE MAINTAINED BY THE PROPERTY OWNERS AND/OR BUSINESS OWNERS; PROVIDED, HOWEVER, AND GOVERNMENTAL ENTITY HAVE JURISDICTION, INCLUDING, WITHOUT LIMITATION, BRAZORIA COUNTY, TEXAS AND BRAZORIA COUNTY DRAINAGE DISTRICT # 11, SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION TO ENTER UPON THE DRAINAGE EASEMENTS TO PERFORM MAINTENANCE OPERATIONS AT ANY TIME AFTER THE DATE HEREOF.
 6. THE PROPERTY IDENTIFIED IN THE FOREGOING PLAT LIES WITH BRAZORIA COUNTY DRAINAGE DISTRICT #11.
 7. SITE BENCHMARK: TEMPORARY BENCHMARK "A" 5/8-INCH CAPPED IRON ROD, STAMPED "BAKER AND LAWSON" ±165' NORTH OF COUNTY ROAD 542 IN THE MEDIAN OF CALVIE BROWN ROAD, ELEVATION 34.02 FEET (NGVD83) BASED ON GPS OBSERVATION.
 8. ABOVE GROUND EVIDENCE OF PIPELINES ARE AS SHOWN. NO UNDERGROUND RESEARCH OR PROBING WAS CONDUCTED DURING FIELD SURVEYING.
 9. A METES AND BOUNDS DESCRIPTION OF THE SURVEYED PROPERTY WAS PREPARED IN CONJUNCTION WITH AND ACCOMPANIES THIS SURVEY.

CITY PLANNING LETTER NOTES:
THE SURVEYOR HAS RELIED UPON THE CITY PLANNING LETTER ISSUED BY ABSTRACT SERVICES OF HOUSTON, G.F. NO. 7910-23-2859, DATED JUNE 13, 2023 WITH REGARD TO ANY EASEMENTS, RIGHTS-OF-WAY OR SETBACKS AFFECTING THE SUBJECT PROPERTY. NO ADDITIONAL RESEARCH REGARDING THE EXISTENCE OF EASEMENTS, RESTRICTIONS, OR OTHERS MATTERS OF RECORD HAVE BEEN PERFORMED BY THE SURVEYOR.

- PIPELINE EASEMENT VOL. 304, PG. 357 D.R.B.C.T. DOES NOT AFFECT SUBJECT TRACT
- PIPELINE EASEMENT VOL. 375, PG. 19 D.R.B.C.T. BLANKET EASEMENT, NOT PLOTTABLE
- PIPELINE EASEMENT VOL. 443, PG. 83 D.R.B.C.T. BLANKET EASEMENT, NOT PLOTTABLE
- PIPELINE EASEMENT VOL. 449, PG. 234 D.R.B.C.T. DOES NOT AFFECT THE SUBJECT TRACT
- PIPELINE EASEMENT VOL. 460, PG. 229 D.R.B.C.T. TRACT 1 PLOTTED AND SHOWN, TRACT 2 NOT PLOTTABLE TRACT 3 DOES NOT AFFECT THE SUBJECT TRACT
- PIPELINE EASEMENT VOL. 493, PG. 632 D.R.B.C.T. BLANKET EASEMENT, NOT PLOTTABLE
- PIPELINE EASEMENT VOL. 854, PG. 671 D.R.B.C.T. BLANKET EASEMENT, NOT PLOTTABLE

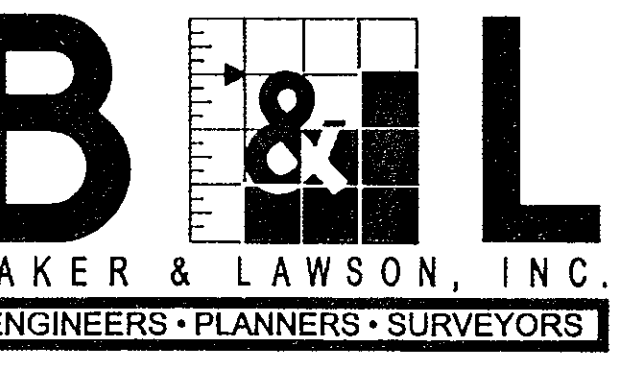
I HEREBY CERTIFY THAT THIS PLAT REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND, UNDER MY SUPERVISION ON THE 5TH DAY OF MAY, 2023.



REPLAT
OF THE SWEENEY ECONOMIC
DEVELOPMENT PARK

A 67.263 ACRE
9 LOTS 2 RESERVES SUBDIVISION
BEING ALL OF THE SWEENEY ECONOMIC
DEVELOPMENT PARK
AS RECORDED IN C.C.F.N. 2023029981
OF THE O.P.R.B.C.T.

LOCATED IN THE
C. BREEN SURVEY
ABSTRACT NO. 46
CITY OF SWEENEY, BRAZORIA COUNTY, TEXAS



4005 TECHNOLOGY DR., SUITE 1530
ANGLETON, TEXAS 77515
OFFICE: (979) 849-6681
TBPES NO. 10052500 REG. NO. F-825

PROJECT NO: 15541
DRAWING NO: 15541 REPLAT SWOPRK REV 1
SCALE: 1" = 150'
DATE: 2/15/2024
DRAWN BY: AD
CHECKED BY: DH

BRAZORIA COUNTY, TEXAS

C. BREEN SURVEY, A-46

BRIAN HARTER ET AL
CALLED 90 ACRES
C.C.F.N. 2015051684
O.P.R.B.C.T.

DAVID & ANGELA
ANDERSON
CALLED 4.78 ACRES
C.C.F.N. 2005073181
O.P.R.B.C.T.

CEBERN SEDBERRY
CALLED 9.55 ACRES
C.C.F.N. 2017010213
O.P.R.B.C.T.

ESTATE OF LYNDON
MAYBERRY
CALLED 7.96 ACRES
C.C.F.N. 2010048472
O.P.R.B.C.T.

Line No.	Length	Direction
L1	128.56'	N07°36'22"E
L2	185.05'	S44°50'41"W
L3	41.76'	N88°09'42"W
L4	135.64'	S27°37'20"W
L5	192.13'	S47°43'33"W
L6	186.51'	N73°01'24"W
L7	79.12'	N07°36'22"E
L8	243.20'	N82°23'38"W

Line No.	Length	Direction
L9	82.71'	N15°15'21"E
L10	30.03'	S62°17'07"W
L11	60.00'	N27°31'12"W
L12	120.00'	N62°17'07"E
L13	60.00'	S27°52'35"E
L14	21.99'	S62°17'07"W
L15	84.52'	N15°15'21"E
L16	15.00'	S24°46'57"E
L17	100.00'	S65°13'03"W
L18	50.00'	N24°46'57"W
L19	100.00'	N65°13'03"E
L20	15.00'	S24°46'57"E
L21	141.21'	N58°08'43"E
L22	41.05'	N48°08'54"E
L23	24.67'	S88°03'26"E
L24	27.85'	S27°31'12"E
L25	291.65'	N62°28'48"E
L26	225.50'	S27°43'02"E

Curve No.	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	139.72'	1000.00'	8°00'19"	N13°02'15"E	139.60'
C2	181.00'	320.00'	32°24'30"	N00°56'54"W	178.60'
C3	15.05'	84.00'	10°16'05"	N22°17'12"W	15.03'
C4	25.81'	144.00'	10°16'05"	S22°17'12"E	25.77'

2024009862
Brazoria County - Joyce Hudman, County Clerk
03/08/2024 00:51 AM
Total Pages: 1
Fee: 122.00

- 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
 - FND = FOUND
 - C.I.R. = CAPPED IRON ROD
 - I.R. = IRON ROD
 - P.O.B. = POINT OF BEGINNING
 - P.O.C. = POINT OF COMMENCEMENT
 - R.O.W. = RIGHT-OF-WAY
 - VOL., PG. = VOLUME PAGE
 - B.L. = BUILDING LINE
 - U.E. = UTILITY EASEMENT

- SYMBOLS
- SET 5/8" I.R. W/CAP "BAKER & LAWSON"
 - FOUND MONUMENT (AS NOTED)

SHEILA ELSTER
CALLED 115.7 ACRES
C.C.F.N. 2022061026
O.P.R.B.C.T.

FND. 4" CAP
IN CONCRETE

8 MILE PARK, L.P.
CALLED 17.82 ACRES
C.C.F.N. 2004058650
O.P.R.B.C.T.

RONNIE FINKELMAN
CALLED 15.26 ACRES
C.C.F.N. 2013004757
O.P.R.B.C.T.

CHARLES FOSTER &
MISTY ROBERTSON
CALLED 14.44 ACRES
C.C.F.N. 2021059022
O.P.R.B.C.T.

LARRY BRIGHT
CALLED 24.5936 ACRES
C.C.F.N. 2020020258
O.P.R.B.C.T.

LOT 3A
14.933 ACRES

LOT 4
7.678 ACRES

LOT 5
7.678 ACRES

LOT 6
6.743 ACRES

LOT 7
2.620 ACRES

LOT 8
2.000 ACRES

LOT 9
2.000 ACRES

LOT 10
2.000 ACRES

LOT 11
2.000 ACRES

LOT 12
2.000 ACRES

LOT 13
2.000 ACRES

LOT 14
2.000 ACRES

LOT 15
2.000 ACRES

LOT 16
2.000 ACRES

LOT 17
2.000 ACRES

LOT 18
2.000 ACRES

LOT 19
2.000 ACRES

LOT 20
2.000 ACRES

LOT 21
2.000 ACRES

LOT 22
2.000 ACRES

LOT 23
2.000 ACRES

LOT 24
2.000 ACRES

LOT 25
2.000 ACRES

LOT 26
2.000 ACRES

LOT 27
2.000 ACRES

LOT 28
2.000 ACRES

LOT 29
2.000 ACRES

LOT 30
2.000 ACRES



AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Meeting Date	06/17/2025	Agenda Items	
Approved by City Manager		Presenter(s)	Requestor, Councilman Cook
Reviewed by City Attorney		Department	Gas System
Subject	Discussion and possible action on selling the gas system; Councilman Cook.		
Attachments / Supporting documents			
Financial Information	Expenditure Required:		
	Amount Budgeted:		N/A
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

Discussions around selling the City's gas system.



AGENDA MEMO

Business of the City Council

City of Sweeny, Texas

Meeting Date	06/17/2025	Agenda Items	
Approved by City Manager		Presenter(s)	Requestor, Councilman Cook
Reviewed by City Attorney		Department	Ordinances/ City Secretary
Subject	Discussion and possible action on Containers Ordinance §51.02; Councilman Cook.		
Attachments / Supporting documents			
Financial Information	Expenditure Required:	Codifications if necessary	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

There are no provisions for exceptions to the removal within 24 hours.

** If any changes are decided upon, an ordinance amendment/repeal would be required and brought before Council at the following meeting for approvals.

§ 51.02 CONTAINERS.

It shall be unlawful for any person, firm or corporation owning, managing, operating, leasing or renting any premises or any place where kitchen garbage accumulates or any residence to fail to provide and place the garbage in a disposable container made of plastic, paper or other disposable material of sufficient strength so as to hold the contents without tearing or breaking and so as not to otherwise break or come apart under exposure to rain, windstorm, freezing temperatures or other adverse weather conditions. No garbage container shall exceed a gross weight of 50 pounds when filled. Trash, rubbish, leaves or grass clippings shall also be placed in the disposable containers. If non-disposable containers (metal, hard plastic or any other type of garbage cans) are used to place the disposable containers at curb side, such containers must be removed from curb side within 24 hours following scheduled garbage pickup. Any person, firm or corporation who violates this provision shall be issued a citation and subject the offender to the general penalties provided by this code of ordinances and shall also be subject to the confiscation of the non-disposable container or both such fine and confiscation.

(Ord. 261, passed 10-3-78; Am. Ord. 105-10, passed 6-15-10) [Penalty, see § 10.99](#)

Recommended Action

Council Discretion



AGENDA MEMO

Business of the City Council

City of Sweeny, Texas

Meeting Date	06/17/2025	Agenda Items	
Approved by City Manager		Presenter(s)	Requestor, Councilman Cook
Reviewed by City Attorney		Department	Ordinances/ City Secretary
Subject	Discussion and possible action on Eight Liner Machines Prohibited Ordinance, §130.07; Councilman Cook.		
Attachments / Supporting documents			
Financial Information	Expenditure Required:	Codifications if necessary	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

Citizen has inquired about why this prohibition was in place for someone to open and operate a legitimate business.

** If any changes are decided upon, an ordinance amendment/repeal would be required and brought before Council at the following meeting for approvals.

§ 130.07 EIGHT-LINER MACHINES PROHIBITED.

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

EIGHT-LINER or **EIGHT-LINER MACHINE**. A coin-operated machine or contrivance capable of being used for games of chance, including but not limited to, a Tic-Tac-Toe eight-liner or video poker machine or other contrivance or paraphernalia, on which games of chance can be played for a consideration and which afford the player an opportunity to win a prize, gift certificate or thing of value, whether or not the prize is automatically paid by the contrivance, having a wholesale value available from a single play of the game or device once or \$5, whichever is less, but excluding the machines listed in § 2153.004 of the Texas Occupations Code.

GAME ROOM FOR EIGHT-LINERS. Any building or portion thereof, used for the exhibition or displaying of eight-liners.

(B) *Eight-liners prohibited.*

(1) Eight-liners are prohibited within the city.

(2) Game rooms for eight-liners are prohibited within the city.

(C) *Affirmative defense.* In any prosecution under this section, it is an affirmative defense if the owner or operator of the alleged unlawful eight-liner machines had placed or located said machines in the city on or before the date of the passage of this section.

(Ord. 105-04, passed 3-16-04; Am. Ord. 103-07, passed 3-20-07) [Penalty, see § 130.99](#)

Recommended Action

Council Discretion



AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Meeting Date	06/17/2025	Agenda Items	
Approved by City Manager		Presenter(s)	Requestor, Councilman Cook
Reviewed by City Attorney		Department	Ordinances/ City Secretary
Subject	Discussion and possible action for driving on flooded streets that may potentially damage another person's property; Councilman Cook.		
Attachments / Supporting documents			
Financial Information	Expenditure Required:	Codifications if necessary	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

Below is an example of a proposed ordinance for implementation and enforcement, limiting driving on flooded streets.

** If Council chooses to create, ordinance would require drafting and approval by Council at a subsequent meeting.

Texas City Ordinance § 71.17: *This ordinance prohibits operating a motor vehicle on a flooded street, highway, alley, or parking lot in a manner that creates a wake capable of causing damage to other vehicles or adjacent real property, or causing substantial inconvenience to property owners. Violating this ordinance can result in penalties as defined by the city's code.*

Recommended Action

Council Discretion



AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Meeting Date	06/17/2025	Agenda Items	
Approved by City Manager		Presenter(s)	Councilman Massey
Reviewed by City Attorney		Department	Ordinances/ Enforcement
Subject	Discussion and possible action to require and enforce exterior security cameras at apartment complexes; Councilman Massey.		
Attachments / Supporting documents	MX5051- City of Humble; City Managers Review		
Financial Information	Expenditure Required:	Codification, Notices	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

* Section 54.04 of the Texas Local Government Code authorizes home-rule municipalities to enforce ordinances necessary to protect health, life, and property and to preserve the good government, order, and security of the municipality and its citizens. [LOCAL GOVERNMENT CODE CHAPTER 54. ENFORCEMENT OF MUNICIPAL ORDINANCES](#)

Attached is the City of Humble's ordinance for exterior security cameras.

Additionally attached is the reviewal from the City Manager of items of concern or items needing further clarification.

Recommended Action

Council Discretion

CITY OF HUMBLE
ORDINANCE NO. 25-287

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HUMBLE, TEXAS, BY AMENDING CHAPTER 4 "BUILDING REGULATIONS" ARTICLE XII "EXTERIOR SECURITY CAMERAS"; PROVIDING A PENALTY AND PUBLICATION; PROVIDING FOR SEVERABILITY; AND MAKING OTHER FINDINGS AND PROVISIONS RELATED THERETO.

- WHEREAS, the City Council adopted Ordinance 22-929 on April 22, 2022 requiring exterior security cameras and lighting be installed on certain places of business; and
- 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 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; and
- WHEREAS, at the request of the Administration the City Council finds it necessary to make certain amendments to the requirements to the existing ordinance therein to improve the practical application and enforcement of the ordinance; and
- WHEREAS, the City of Humble, Texas, is a home-rule municipality pursuant to Section 5, Article 11 of the Texas Constitution and as such, is vested with the power of local self-government; and
- WHEREAS, Section 54.004 of the Texas Local Government Code authorizes home-rule municipalities to enforce ordinances necessary to protect health, life, and property and to preserve the good government, order, and security of the municipality and its inhabitants;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUMBLE, TEXAS, THAT:

- Section 1. That the findings contained in the preamble of this Ordinance are determined to be true and correct and are hereby adopted as part of this Ordinance.
- Section 2. That Chapter 4, Article XII of the Code of Ordinances of the City of Humble be amended to read as follows:

"Sec. 4.12.001. Applicable businesses.

The following types of businesses and property uses shall be subject to the requirements of this article:

- (1) Convenience stores or any business that is primarily engaged in the retail sale of convenience goods, or both convenience goods and gasoline, and has less than 10,000 square feet of retail floor space. Convenience Store does not include any business where there is no retail floor space accessible to the public;
- (2) Bars (including taverns, nightclubs, cocktail lounges and cabarets), as defined in section 28-701 of this Code
- ~~(3) Multifamily dwelling developments, as defined in Section 12-500 (4) of this Code;~~
- (3) Apartment complexes being any building or group of buildings, or portion thereof, which is design 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.
- (4) Hotels (including motels, inns and rooming houses), as defined in Section 40-10(a) of this Code;
- (5) Amusement redemption machine game rooms or game room, as defined in Section 8-200 of this Code;
- (6) Sexually oriented businesses, which shall mean those businesses listed in Section 8-127 of this Code;

Sec. 4.12.002. Camera required.

- (a) A business subject to the requirements of this article shall have digital high-resolution surveillance cameras system sufficient to provide an overall view from the exterior of the building to the property line including: all parking areas, gate entries and exit points, building doorways and exterior ancillary spaces. ~~and each camera shall be placed in consultation with the Humble Police Department.~~ Each camera location shall be confirmed by the inspection of the system by the Humble Police Department or the Humble Fire Marshal's Office. The number of cameras may be required to be increased, at any time, if it is determined that the coverage is insufficient at the determination of the Chief of Police, the Fire Marshal or their designee. 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.

- (b) Each camera system shall be maintained in proper working order at all times. Each camera shall be operating at all times, including hours when the facility is not open for business.
- (c) The owner shall, within 72 hours of a request, provide digital color video footage in connection with crime investigations to the police department 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.
- (d) The owner or operator shall maintain a library of the recorded digital footage for not less than 30 days.
- (e) A business subject to the requirements of this article shall have posted at all public exits and entrances signs or decals indicating that surveillance cameras are in use.

Sec. 4.12.003. Violation.

Any person who shall willfully, intentionally, or with criminal negligence violate any provision of this Article shall be deemed guilty of a misdemeanor and, upon conviction shall be fined by an amount ~~not more than \$500.00 in accordance with Chapter 1, Section 11 of the Code of Ordinances~~ in accordance with section 1.01.009 of the Code of Ordinances. Each day of violation shall constitute a separate offense."

Section 3. That, notwithstanding the effective date set forth below, the Police Chief, Fire Marshal and other officials responsible for administering this Ordinance shall, soon as practicable following the passage and approval of this Ordinance, commence actions required to implement this Ordinance upon its effective date.

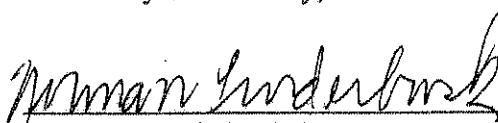
Section 4. That, as the state of the video camera technology develops, the Chief of Police, Fire Marshal or their designee shall undertake periodic assessment of changes in these technologies and may recommend updates to the provisions adopted in this ordinance to City Council as appropriate.

Section 5. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other

than the part declared to be invalid or unconstitutional; and the City Council of the City of Humble, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 6. This Ordinance shall become effective upon final reading and adoption of this Ordinance when the caption hereof is caused to be published once in the official newspaper of the City, by the City Secretary, within ten days after the passage of the ordinance, as required by law and Article II, Section 12 of the City Charter.

PASSED, APPROVED, AND ADOPTED this 27th day of February, 2025.


Norman Funderburk, Mayor

ATTEST:


Maria Jackson, City Secretary



PUBLICATION CERTIFICATION

THIS ORDINANCE WAS PUBLISHED IN THE OFFICIAL NEWSPAPER OF THE CITY OF HUMBLE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 13 OF THE CHARTER OF THE CITY OF HUMBLE TEXAS ON:

ATTEST:

Maria Jackson, City Secretary

I LIKE THE CONCEPT OF THE PLAN
MY CONCERNS ARE ENFORCEMENT,

① WE CURRENTLY ARE NOT EFFECTIVE IN
ENFORCEMENT OF OVERGROWN LOTS,
JUNK VEHICLES, SUBSTANDARD STRUCTURES
WHICH ARE UNDER THE POLICE DEPARTMENT
CODE ENFORCEMENT.

② ARE WE GOING TO INCLUDE BUSINESS
OR JUST MULTIPLE FAMILY DWELLINGS

③ WILL THERE BE AN ANNUAL FEE SCHEDULE
TO COVER COST OF INSPECTIONS

④ THEIRS HAS GREATER THAN 4 DWELLING
UNITS. IS THAT THE NUMBER WE ARE
LOOKING AT POSSIBLY.



AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Meeting Date	06/17/2025	Agenda Items	
Approved by City Manager		Presenter(s)	
Reviewed by City Attorney		Department	Ordinances/ City Secretary
Subject	Discussion and possible action to Ordinance 25-107, repealing §130.01, Curfew.		
Attachments / Supporting documents			
Financial Information	Expenditure Required:	Codification if approved; \$200 Approx.	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

In 09/2023, HB 1819 passed prohibiting cities and counties from adopting or enforcing an order, ordinance, or other measure that would impose a curfew on juveniles (persons younger than 18 years of age).

LGC Sec. 370.007. JUVENILE CURFEWS PROHIBITED. (a) Notwithstanding any other law, a political subdivision may not adopt or enforce an order, ordinance, or other measure that imposes a curfew to regulate the movements or actions of persons younger than 18 years of age.

(b) This section does not apply to a curfew implemented under Chapter [418](#), Government Code, for purposes of emergency management.

Added by Acts 2023, 88th Leg., R.S., Ch. 425 (H.B. [1819](#)), Sec. 6, eff. September 1, 2023.

Recommended Action

To approve Ordinance 25-107, repealing Section 130.01 of the City's Ordinances for juvenile curfew.

ORDINANCE NO. 25-107

AN ORDINANCE OF THE CITY OF SWEENY, TEXAS, REPEALING SECTION 130.01 OF THE CODE OF ORDINANCES OF THE CITY ESTABLISHING A JUVENILE CURFEW AND REGULATIONS PURSUANT THERETO; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE AT THE DATE OF ITS PASSAGE.

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

Section 1:

The City Council finds that Article 370.007 of the Texas Local Government Code has made juvenile curfew ordinances unenforceable.

Section 2:

Section 130.01 of the Code of Ordinances of the City of Sweeny, Texas, establishing a juvenile curfew and other regulations pursuant thereto within the City of Sweeny, is hereby repealed.

Section 2:

This ordinance shall be effective from and after its passage.

PASSED AND ADOPTED this ____ day of _____, 2025.

DUSTY HOPKINS, Mayor of the City of
Sweeny, Texas

ATTEST:

KAYDI SMITH, City Secretary