



CITY COUNCIL MEETING SPECIAL SESSION

Tuesday, September 05, 2023 at 6:00 PM

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

AGENDA

BE IT KNOWN that the City Council of the City of Sweeny will meet in **Special Session** on **Tuesday, September 05, 2023 at 6:00 PM.** at City Hall, 102 W. Ashley Wilson Rd, Sweeny, Texas with the following agenda. 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. Proclamations (2) October 2023: Breast Cancer Awareness Month & National Night Out
2. Minutes: Regular Session, August 15, 2023; Special Session August 22, 2023; Special Joint Session, August 29, 2023
3. Discussion/ Possible Action to the Fire Department 3rd Quarter Incident Report

REGULAR AGENDA

4. Discussion/ Possible Action on Presentation of Vehicle Lease from Enterprise
5. Discussion/ Possible Action to Request for procedural change in Boards and Commissions open application timeframe.
6. Discussion/ Possible Action on the Appointment of Applicants (3) to the Sweeny Economic Development Corporation's Board of Directors and Allowance to Canvas for Applications for Additional Position (1)

- [7.](#) Discussion/ Possible Action on Sweeny EDC's Performance Agreement Amendment with Cecil Joe Stark Sawmill & Logging, Inc.
- [8.](#) Discussion/ Possible Action to the Sweeny Firefighters Association Deed
- [9.](#) Discussion/ Possible Action to Replat Requested; 1007 2nd Street
- [10.](#) Discussion/ Possible Action on Entering a Joint Agreement with SISD for Services Utilizing K9 Sable
- [11.](#) Discussion/ Possible Action to Council Requested Reports; Municipal Court and Community Center Rentals
- [12.](#) Discussion and Possible Action of the Reviewal of the Proposed Fiscal Year 2023-2024 Budget

ITEMS OF COMMUNITY INTEREST

ADJOURN REGULAR SESSION

I certify that the notice and agenda of items to be considered by the Sweeny City Council on September, 05, 2023 was posted on the City Hall bulletin board on the 1st day of September, 2023, at approximately _____ am/pm.

Kaydi Smith - City Secretary

I hereby certify that this Public Notice was removed from the City Hall bulletin board on _____, 2023 at approximately _____ am/pm.

Kaydi Smith - City Secretary



CITY OF SWEENEY

OFFICE OF THE MAYOR

Breast cancer is the most prevalent cancer and second most common cause of cancer-related death among Texas women.

Additionally, it is important to realize that breast cancer does not only affect women. According to the American Cancer Society, about one in 1,000 men will be diagnosed with breast cancer in his lifetime. But because this is not well-known, many men may not recognize the warning signs or may feel embarrassed about seeking treatment.

As with many illnesses, prevention and early detection are the keys to survival. Knowing your body and your family history are also critical to lowering your risk for breast cancer. It is important to be aware of assistance programs that doctors, state entities and nonprofit organizations can provide, such as screenings, treatments, and breast reconstruction services.

Each October, organizations throughout the nation promote awareness of breast cancer, prevention options and ongoing steps toward a cure.

At this time, I encourage all residents to participate in this effort and to support breast cancer patients, the families and friends of those affected by this disease and the medical professionals who provide invaluable care. Through information and education, we can work toward a brighter, cancer-free future.

Therefore, I, Dusty Hopkins, Mayor of Sweeny Texas, do hereby proclaim October 2023 to be

Breast Cancer Awareness Month

in Sweeny and urge the appropriate recognition whereof.

In official recognition whereof, I hereby affix my signature this the 5th day of September 2023.

Dusty Hopkins
Mayor



City of Sweeny
Office of the Mayor

PROCLAMATION

WHEREAS, National Night Out is a nationwide, annual community-building campaign that promotes police-community partnerships and neighborhood camaraderie to make our neighborhoods safer, more caring places to live; and

WHEREAS, National Night Out provides a unique opportunity for the City of Sweeny to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

WHEREAS, the Sweeny community plays a vital role in assisting the Sweeny Police Department through cooperative crime, drug and violence prevention efforts in Sweeny; and

WHEREAS, it is essential that all citizens of Sweeny be aware of the importance of police-community partnerships and the impact that their participation can have on reducing crime and violence in the City of Sweeny; and

WHEREAS, police-community partnerships, neighborhood safety, awareness and cooperation are important themes of the "National Night Out" program.

THEREFORE, I do hereby call upon all citizens of Sweeny to join the Sweeny Police Department for **National Night Out** on October 3rd, 2023.

Witnessed my hand and seal this 5th day of September 2023.

Dusty Hopkins
Mayor

CITY COUNCIL MEETING REGULAR SESSION

Item 2.

Tuesday, August 15, 2023 at 5:00 PM

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

MINUTES

BE IT KNOWN that the City Council of the City of Sweeny will meet in **Regular Session** on **Tuesday, August 15, 2023 at 5:00 PM.** at City Hall, 102 W. Ashley Wilson Rd, Sweeny, Texas with the following agenda.

CALL TO ORDER/ROLL CALL

Mayor Hopkins called the meeting to order at 5 P.M. and called roll. Reese Cook, Brian Brooks, and Tim Pettigrew were in attendance. Mark Morgan Jr. and John Rambo were absent.

PLEDGES & INVOCATION

EXECUTIVE SESSION IN ACCORDANCE WITH THE TEXAS GOVERNMENT CODE SECTION 551 at 5:09 P.M.

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:

1. Deliberation Regarding Economic Development Negotiations, Pursuant to Section 551.087 (1) & (2) of the Texas Government Code

Mayor Hopkins Closed Executive Session at 5:54 P.M., re-opening into Regular Session at 5:55 PM.

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. *No action taken.*

BUDGET WORKSHOP

2. Discussion and Possible Action on the Fiscal Year 2023-2024 Budget Presentation and Discussion on the Tax Rate Adoption for FY24
Reese Cook made the motion to push Item #2 and #3 of budget workshop to the end of the agenda, after item # 22. Tim Pettigrew seconded. All were in favor. Motion Carried.
3. Discussion/ Possible Action to Determine a Date for the Public Hearing and Adoption of the FY 23/24 Tax Rate
See above item.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

No visitor comments.

CONSENT AGENDA

4. Proclamation: September 11, 2023- Patriot Day
Mayor Hopkins read the proclamation aloud and signed.
5. Minutes: Special Session, August 01, 2023
Reese Cook moved to approve as presented. Tim Pettigrew seconded. All in favor. Motion carried.

REGULAR AGENDA

6. Discussion/ Possible Action on Agenda Request for Usage of the Chick Anderson/Gazebo Park; Dr. Leal
Dr. Leal approached Council requesting to host the 16th annual Halloween in the Park. He is requesting to use the Chick Anderson Park and requesting help from the Fire Department and Police Department. He is requesting to block off streets as needed. He asked for the park to be sprayed for bugs and to use the city's porta-cans. The event will be held on October the 28th from 7—9pm. City Manager, Lindsay Koskiniemi, stated the city would help and contribute two porta-cans.
Reese Cook moved to approve as presented. Tim Pettigrew seconded. All in favor. Motion carried.
7. Discussion/ Possible Action on a Variance Request Received; 610 Walnut
City Secretary, Kaydi Smith, gave information of requested variance to the five (5) feet setback requirement to add a screened enclosure around an existing inground swimming pool. The enclosure would be within the resident's existing privacy fence.
Reese Cook moved to approve the variance as requested. Tim Pettigrew seconded. All in favor. Motion carried.
8. Discussion/ Possible Action on Update to Inframark
City Manager stated Inframark has been sent a fifteen (15) day notice to stop services. August 30th will be the last day with exception of the well issues that occurred over weekend.
Discussion Only, No Action
9. Discussion/ Possible Action on Water System Solution Presentation and Comprehensive Utilities Master Plan Estimate by City Engineer
William Huebner, City Engineer, presented Council with possible options to solve current issues on the water system. First option would be to repair and upgrade the water softener system. City Manager showed a large calcium deposit removed from an ice machine at the Bulldog Café due to hardness. Michael Claybourne Sr. of Water of Texas was in attendance to talk to Council about the softener options. Second option presented by Huebner was to install an iron and manganese filter system. Third option presented was to install an iron and manganese filter and reverse osmosis filter system. Wiliam feels that a further study is needed depending on Councils direction. City Manager pointed out that the Brine system is not included in any of these proposals. It would still need to be addressed in addition to any of the above.
Reese Cook asked to have Mr. Claybourne of Water of Texas work with Lindsay to bring back a proposal by the next meeting on Tuesday, September 5th, 2023.
Discussion Only, No Action
10. Discussion/ Possible Action on a Budget Amendment to the FY 2022/2023 Budget; Auto Flushers
City Manager stated she is requesting a Budget amendment to be transferred in the amount of \$50,676.60 from the Enterprise Fund balance to the FY22/23 budget, account # 50-11-6710, to purchase the fifteen (15) dead end auto flushers.
Reese Cook moved to approve as presented. Tim Pettigrew seconded. All in favor. Motion carried.
11. Discussion/ Possible Action to Award and Select a Debris Removal and Emergency Services Contractor

City Manager stated that the next three (3) agenda items are in preparation of Hurricane Season and/or any disaster related events. RFP's have been advertised in preparation of establishing contractual agreements for debris removal, grant administration services, and monitoring services. To receive FEMA assistance or reimbursement, in the event of a declared disaster, these agreements must be in place prior too, and in accordance with procurement requirements. City staff reviewed and scored the proposals received. The City recommends DRC Emergency Services, LLC. as the Debris Removal and Emergency Services Contractor.

Tim Pettigrew made the motion to award DRC Emergency Services, LLC. as the Debris Removal contractor. No second was made.

Discussion: Reese Cook asked if the intent is to use DRC even if we do not meet the FEMA thresholds for reimbursement. City Manager stated we certainly could look at other options, but this would be for declared emergencies. Cook stated declared doesn't mean it will meet threshold. Cook reference the prior Hurricane Nicholas. We declared, but knew we were not going to meet the threshold. City Manager stated we are not bound to use them, but they are bound if we call for response. Reese Cook moved to approve as presented (as the second). All in favor. Motion carried.

12. Discussion/ Possible Action to Award and Select a Debris Monitoring Services Contractor and Establishing a Contract Term
After reviewing all proposals, the City is recommending Rostan Solutions as the Debris Monitoring Services Contractor. The term length of contract would need to be specified by Council.
Reese Cook moved to approve Rostan Solutions as the debris monitoring services contractor for a contract length of one year. Seconded by Tim Pettigrew. All in favor. Motion carried.
13. Discussion/ Possible Action to Award and Select a Disaster Recovery Grant Management and Administration Services Contractor
After reviewing proposals, the City is recommending Rostan Solutions, LLC as the Disaster Recovery Grant Management and Administration Services Contractor.
Reese Cook moved to approve as presented. Tim Pettigrew seconded. All in favor. Motion carried.
14. Discussion/ Possible Action to Approve a Resolution Designating an Official Newspaper
Tim Pettigrew made the motion to approve the resolution designating the Facts as the official newspaper. Reese Cook seconded. All in favor. Motion carried.
15. Discussion/ Possible Action to Adopt a Resolution Adopting Guidelines and Criteria for Granting Tax Abatements
City Manager stated the resolution and guidelines for granting tax abatements must be adopted bi-annually. This must be in place for the City to enter into any tax abatement agreements for potential economic development. The presented is currently in force, however, will need to be re-adopted due to the two-year expiration approaching.
Tim Pettigrew made the motion to adopt the resolution adopting the guidelines and criteria for granting tax abatements for the City of Sweeny. Seconded by Reese Cook. All in favor. Motion carried.
16. Discussion/Possible Action on Amending the Mobile Food Establishments Ordinance; Chapter 112
Kaydi Smith has produced suggestions of possible modifications to the Mobile Food Establishments Ordinance. Due to recent changes regulating temperature related foods, those vendors such as sno-cone vendors and push carts, must be removed from the Peddlers Ordinance. If Council still wants to regulate those vendors, they will have to be added to the

Mobile Food Establishments Ordinance. Any modifications suggested would be completed and re-presented to Council for approval.

Tim Pettigrew made the motion to establish pushcart and roadside vendors within the Mobile Food Establishments Ordinance with an annual permit fee of \$50.00. Reese Cook seconded. All in favor. Motion carried.

17. Discussion/ Possible Action to Amend the Peddlers and Solicitors Ordinance; Chapter 110
Tim Pettigrew made the motion to remove sno-cone and pushcart roadside vendors from the Peddlers and Solicitors Ordinance. Reese Cook seconded. All in favor. Motion carried.
18. Discussion/ Possible Action to Establish a Charter Review Committee
 City Manager stated this was tabled from the last agenda. The preference was for all Council members to be in attendance.
Reese Cook moved to table. Tim Pettigrew seconded. All in favor. Motion carried.
19. Discussion/ Possible Action to Contractual Lease Agreement Updates; 111 W 3rd Street, City Owned Property
 City Manager is requesting Council input on lease agreements for the address of 111 W 3rd Street, as lease terms are expiring at the end of September. EDC is planning to acquire an 18x40 building to place at the Industrial Park for office space. This building would be large enough to house the Sweeny Chamber. Brazoria County Tax Office would like to continue renting the office space at 111 W 3rd at the current rate. Council discussion ensued on the contractual terms and conditions.
Brian Brooks made the motion to terminate the contracts (3 entities) with a thirty (30) day notice. Tim Pettigrew seconded. Brian Brooks and Tim Pettigrew were in favor. Reese Cook opposed. Motion carried.
20. Discussion/ Possible Action on Variance Requested for Proposed Replat of 111 W 3rd Street
 Roger Barton, Fire Chief, stated all property of proposed replat is city property, including the fire department. He feels it would be really good to have the EDC/Chamber building demolished and use as parking for the Fire Department. He would like to add two (2) bays to the current Fire Department building. City Manager stated there are eight (8) lots total and she is requesting to replat with the intention to sell the building of 111 W 3rd Street and place the money earned into capital projects. The replat would separate the lots as, four (4) lots for the fire department and four (4) lots for the building at 111 W 3rd. If Council wished to replat to separate the Fire Department from 111 W 3rd, there would be a variance required. Variance requested would be to the depth of the 111 W 3rd Street lot, as it falls short of the requirement. Per the Commercial C1 zoning requirements, the depth of the property is to be one hundred (100) feet.
Brian Brooks motioned to table the item. Tim Pettigrew seconded. All in favor. Motion carried.
21. Discussion/ Possible Action on the Crime Control and Prevention District's Proposed FY23/24 Budget and Proposed FY24/25 Two Year Budget Plan
 Chief Caudle presented the CCPD budget to Council for FY 23/24 and FY24/25.
Reese Cook motioned to accept as proposed. Tim Pettigrew seconded. All in favor. Motion carried.
22. Discussion/ Possible Action to Appoint a Member to the Crime Control and Prevention District (CCPD)
 Chief Caudle stated they received one application, John Hessong. The CCPD board has approved of the applicant at their last meeting.
Tim Pettigrew moved to approve. Reese Cook seconded. All in favor. Motion carried.

Prior to starting Budget Workshop items #2 and #3, Reese Cook moved to adjourn.

Brian Brooks made the motion to table items #2 and #3 of budget workshop. Tim Pettigrew seconded. Discussion of holding budget workshop on August 22nd was held, but no decision made. All in favor. Motion carried.

ITEMS OF COMMUNITY INTEREST

Brian Brooks stated to pray for rain.

Lindsay Koskiniemi stated that this month's BCCA meeting is at The Springs in Angleton tomorrow evening. The Industrial Park Ground Breaking Ceremony will be August 24th at 10 A.M. for the road expansion. Notice of potential quorum will be posted.

Tim Pettigrew stated the Methodist Church has a new preacher, Josh Bynam, and encouraged others to attend this Sunday.

ADJOURN REGULAR SESSION- Mayor Hopkins adjourned the meeting at 8:28 P.M.

City Officials/Staff Present:

City Manager, Lindsay Koskiniemi

Police Chief, Brad Caudle

Finance Director / Personnel Services, Karla Wilson

City Secretary/ Developmental Services, Kaydi Smith

Public Works Director/Assistant City Manager, Clarence Wittwer

Fire Chief, Roger Barton

City Engineer, William Huebner

Passed and approved this ____ day of _____, 2023.

Kaydi Smith, City Secretary

CITY COUNCIL MEETING SPECIAL SESSION

Item 2.

Tuesday, August 22, 2023 at 9:00 AM

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

MINUTES

BE IT KNOWN that the City Council of the City of Sweeny will meet in **Special Session** on **Tuesday, August 22, 2023 at 9:00 AM.** 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 9:02 a.m.

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

PLEDGES & INVOCATION

Pledges were led by Brian Brooks. Invocation was given by Reese Cook.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

N/A

BUDGET WORKSHOP

1. Discussion and Possible Action on the Fiscal Year 2023-2024 Budget Presentation and Discussion on the Tax Rate Adoption for FY24

Discussion only, No action.

2. Discussion/ Possible Action to Determine a Date for the Public Hearing and Adoption of the FY 23/24 Tax Rate

Reese Cook made the motion to hold the tax rate public hearing for the fiscal year 2023/2024 on September 05, 2023. Tim Pettigrew seconded. Reese Cook, Brian Brooks and Tim Pettigrew voted For. Mark Morgan Jr. and John Rambo were absent. Motion Carried.

ITEMS OF COMMUNITY INTEREST

City Manager reminded Council that August 29th is the Special Joint Meeting with SEDC.

Tim Pettigrew stated that Commissioner David Linder's mother recently passed and offered condolences.

Mayor Hopkins stated the annual Sweeny High School Athletics Booster Club Fundraiser was held on August the 18th. They raised approximately \$40,000.00, \$8,000.00 more than years prior.

City Manager stated she will be out of town this Friday thru Monday. City staff has been keeping an eye on the storms. We will not feel the effects from this one, however, it was a good learning experience for emergency operations and staff.

ADJOURN REGULAR SESSION

Mayor Hopkins adjourned the meeting at 11:29 a.m.

City Officials/Employees in Attendance:

City Manager, Lindsay Koskiniemi

Police Chief, Brad Caudle

Finance Director, Karla Wilson

City Secretary, Kaydi Smith

Passed and approved this ____ day of _____, 2023.

Kaydi Smith, City Secretary

**CITY COUNCIL SPECIAL SESSION & JOINT SESSION WITH THE SWEENEY ECONOMIC
DEVELOPMENT CORPORATION**

Item 2.

Tuesday, August 29, 2023 at 5:30 PM

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

MINUTES

BE IT KNOWN that the City Council of the City of Sweeny will meet in **Special Session** on **Tuesday, August 29, 2023 at 5:30 PM.** at City Hall, 102 W. Ashley Wilson Rd, Sweeny, Texas with the following agenda.

CALL TO ORDER/ROLL CALL (CITY COUNCIL)

Mayor Hopkins opened the meeting at 5:30 p.m.

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

PLEDGES & INVOCATION

The pledges were led by Mark Morgan Jr. and the invocation was given by Charlie Stevenson

CITIZENS WISHING TO ADDRESS CITY COUNCIL

No visitor comments.

REGULAR SESSION

1. Discuss and consider setting a public hearing on the proposed tax rate not to exceed the voter-approved property tax rate of \$0.607158 / \$100 for September 12, 2023 at 6:00 p.m. at Sweeny City Hall located at 102 W. Ashley Wilson Road, Sweeny, Texas 77480.

Reese Cook moved to approve, setting a public hearing on the proposed tax rate not to exceed the voter approved property tax rate of \$0.607158 / \$100 for September 12, 2023 at 6:00 p.m. at Sweeny City Hall located as 102 W. Ashley Wilson Road, Sweeny, Texas 77480. Brian Brooks seconded.

Discussion: Mr. Brooks asked about the proposed tax rate of \$0.607158. City Manager, Lindsay Koskiniemi stated that if we exceed the voter approved rate, it would be required to go to voters and would require two (2) public hearings. Mark Morgan Jr. asked about the budget being based off of the proposed rate. City Manager stated that was correct; the proposed budget and budgets presented during the workshops were based off of the proposed above rate. Attorney Stevenson stated that after Council sets the proposed rate tonight, Council cannot go higher, but can always reduce.

*Reese Cook and Brian Brooks voted **FOR**. Mark Morgan Jr. voted **AGAINST**. John Rambo and Tim Pettigrew were not in attendance. Motion Carried.*

2. Discuss and consider setting a date and time for a public hearing for the Fiscal Year 2023- 2024 Annual Budget for September 12, 2023 at 6:00 p.m. at Sweeny City Hall located at 102 W. Ashley Wilson Road, Sweeny, Texas 77480

Brian Brooks moved to approve, setting the date and time for a public hearing for the Fiscal Year 2023-2024 proposed annual budget for September 12, 2023 at 6:00 p.m. at Sweeny City Hall located at 102 W. Ashley Wilson Road, Sweeny, Texas 77480. Reese Cook seconded. Mark Morgan Jr., Reese Cook, and Brian Brooks were all in favor. Motion Carried.

OPEN JOINT MEETING WITH SWEENY EDC

Mayor Hopkins stated Council will now start the Joint Session with Sweeny Economic Development Corporation at 5:37 P.M.

CALL TO ORDER/ROLL CALL (SEDC)

Nina Christie called the Sweeny Economic Development Corporation Board to order at 5:37 PM. Michelle Medina called roll. Nina Christie, Mary Karstedt, Devin Lemon, Bill Hayes, and Jenny Massey were in attendance. Kay Roe and Amber Murray were absent.

EXECUTIVE SESSION

Mayor Hopkins convened into EXECUTIVE SESSION IN ACCORDANCE WITH THE TEXAS GOVERNMENT CODE SECTION 551 at 5:38 P.M.

Nina Christie, SEDC President, stated the same for the SEDC board.

3. Deliberation and Possible Action Regarding Economic Development Negotiations, Pursuant to Section 551.087 (1) & (2) of the Texas Government Code

OPEN SESSION

Mayor Hopkins reconvened into OPEN SESSION at 6:09 P.M. Nina Christie, SEDC President, stated the same for the SEDC board.

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.

4. Any Possible Action pursuant to Executive Session Item Regarding Deliberations on Economic Development Negotiations, Pursuant to Section 551.087 (1) & (2) of the Texas Government Code
No Action

ITEMS OF COMMUNITY INTEREST

No items of community interest were stated.

ADJOURN REGULAR SESSION

Bill Hayes motioned to adjourn the SEDC meeting at 6:10 p.m.

Mayor Hopkins adjourned the City Council special meeting at 6:10 p.m.

City Officials/Employees In Attendance

Lindsay Koskineimi, City Manager

Charlie Stevenson, City Attorney

Karla Wilson, Finance Director

Kaydi Smith, City Secretary

Passed and approved this _____ day of _____, 2023.
Kaydi Smith, City Secretary

BRAZORIA COUNTY ESD #2: Sweeny F&R

Item 3.

04/01/2023 - 06/30/2023 (91 Days)

Breakdown by Incident Category

Incident Category	# Incidents	% of Total
Accident	26	42.62%
Fire	12	19.67%
Canceled	7	11.47%
Utility Problem	5	8.19%
HazMat	4	6.55%
Medical	4	6.55%
Alarm	3	4.91%
Total	61	100%

Detailed Breakdown by Incident Type

Incident Type	# Incidents	% of Total
Accident, potential accident, other	1	1.63%
Aircraft standby	15	24.59%
Alarm system activation, no fire - unintentional	3	4.91%
Building fire	4	6.55%
Dispatched & canceled en route	3	4.91%
Dispatched & canceled prior to checking en route	4	6.55%
Electrical wiring/equipment problem, other	1	1.63%
Fire, other	1	1.63%
Gas leak (natural gas or LPG)	4	6.55%
Grass fire	1	1.63%
Medical assist, assist EMS crew	4	6.55%
Motor vehicle accident with injuries	5	8.19%
Motor vehicle accident with no injuries	3	4.91%
Natural vegetation fire, other	1	1.63%
Outside rubbish fire, other	1	1.63%
Passenger vehicle fire	4	6.55%
Power line down	4	6.55%

Incident Type	# Incidents	% of Total	Item 3.
Vehicle accident, general cleanup	2	3.27%	
Total	61	100%	





AGENDA MEMO

Business of the City Council

City of Sweeny, Texas

Item 5.

Meeting Date	09.05.2023	Agenda Item	
Approved by City Manager	Yes	Presenter(s)	Lindsay Koskiniemi, City Manager
Reviewed by City Attorney	No	Department	Administration
Subject	Request to for procedural change in Boards and Commissions open application timeframe.		
Attachments	N/A		
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

Historically, as positions on City boards and commissions vacate, applications are posted for open seats for a period that terminates after a couple of weeks. If no applications are received, Council will hear a request from chair persons or City staff to extend the application period.

Keeping applications open all the time is a strategic alternative to opening and closing application periods, that could address frequency of interested persons applying, reducing time to fill positions, and reducing time for discussion on items during open meetings.

If the City accepted applications fluidly without time constraints to apply for open seats on boards and commissions, city staff could maintain a file of received applications and call individuals who have submitted an application when there are openings. If there are more than one applicant for a seat, staff can conduct interviews to make a recommendation to City Council.

Recommended Action

Staff recommends City Council consider changing the procedure for accepting applications for Boards and Commissions to keeping applications open year-round.



AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Meeting Date	09/05/2023	Agenda Item	
Approved by City Manager		Presenter(s)	Michelle Medina
Reviewed by City Attorney		Department	Sweeny EDC
Subject	Applications for EDC Board of Directors		
Attachments	Applications		
Financial Information	Expenditure Required:		
	Amount Budgeted:		
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

We received 3 applications Bill Hayes, Jenny Massey and Kay Roe

Recommended Action

The EDC recommends Bill Hayes, Jenny Massey and Kay Roe and requests to go out for more applications to fill the one open position.



BOARDS AND COMMISSIONS APPLICATION

Application for:

Crime Control & Prevention District

Planning and Zoning Board of Commissions

Economic Development Corporations (EDC)

Parks & Recreation Board

X
X

Personal Information:

Name: Jenny Massey

Mailing Address: [REDACTED]

Physical Address: [REDACTED]

Email(s): [REDACTED]

Phone(s): [REDACTED]

Please provide a brief background on yourself and tell why you are applying for the specified position. What is your vision for specified organization?

I am familiar with the organization of this committee. My education include: Bachelor of Science in Interdisciplinary Studies, Master of Education in School Counseling, Texas Educators Licenses in EC-12 Principal, EC-12 School Counselor, 4-8 Generalist Classroom Teacher, Certificates- FEMA certified, National Certified Phlebotomist, TWC-VR UNTWISE credentials and endorsements in Job Skills Training, Job Placement, and Work Readiness.

Vision: To nurture and enhance the economic well-being of the community through the promotion of a sustainable economy.

Signature: Jenny Massey Date: 07-23-2023



BOARDS AND COMMISSIONS APPLICATION

Application for:

Crime Control & Prevention District

Planning and Zoning Board of Commissions

Economic Development Corporations (EDC)

Parks & Recreation Board

✓

Personal Information:

Name:

Bill Hayes

Mailing Address:

[Redacted]

Physical Address:

Same

Email(s):

[Redacted]

Phone(s):

[Redacted]

Please provide a brief background on yourself and tell why you are applying for the specified position. What is your vision for specified organization?

current member, former city council, lions club, Chamber. City improvement and quality of life within Sweeny and business development & growth are very important to our future

Signature:

[Handwritten Signature]

Date:

9/8/23

JM 8/10/23 11:23am



BOARDS AND COMMISSIONS APPLICATION

Application for:

Crime Control & Prevention District

Planning and Zoning Board of Commissions

Economic Development Corporations (EDC)

Parks & Recreation Board

✓

Personal Information:

Name:

KAY ROE

Mailing Address:

[REDACTED]

SWEENEY, TX 77480

Physical Address:

[REDACTED]

Sweeny, TX

Email(s):

[REDACTED]

Phone(s):

[REDACTED]

Please provide a brief background on yourself and tell why you are applying for the specified position. What is your vision for specified organization?

I have been on the EDC BOARD for the past 7 years. I have a business in the area for the past 12 years and have operated several businesses in the past. I hope to help new businesses come to Sweeny who are a value to our tax base and who will be a valuable and successful business for our area.

Signature:

Kay Roe

Date:

8-10-23

Received 8.10.23 9:15 AM BAA



AGENDA MEMO

Business of the City Council

City of Sweeny, Texas

Meeting Date	09/05/2023	Agenda Item	
Approved by City Manager		Presenter(s)	Nina Christie
Reviewed by City Attorney		Department	Sweeny EDC
Subject	Stark Inc. Performance Agreement		
Attachments	Performance Agreements – Original agreement and the updated agreement		
Financial Information	Expenditure Required:		
	Amount Budgeted:		
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

EDC will convey approximately 16.93 acres. Once the Performance Agreement is signed, a survey will be completed. Stark Inc. will be deeded 2 acres upon signing the performance agreement. Highlighted on new agreement.

The original agreement was approved by EDC on 10/10/2022 and approved by Council on 1/17/2023. Then Stark requested changes to less employees and wanted acreage deeded at the signing of agreement. EDC made changes on 6/12/2023. August 4th Stark agreed to the changes.

Original – 24 employees

Changes – 8 employees

1st year add 4 - 28 employees

1st year add 2 - 10 employees

2nd year add 2 – 30 employees

2nd year add 2 - 12 employees

3rd year add 2 - 32 employees

3rd year add 2 - 14 employees

4th year add 2 - 34 employees

4th year add 2 – 16 employees

5th year add 2 - 36 employees

5th year add 3 - 18 employees

Recommended Action

The EDC seeks approval of performance agreement to move forward with survey and deed.

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** by and between the **SWEENEY ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “EDC”), and **CECIL JOE STARK SAWMILL & LOGGING, INC.**, a Texas 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, Section 505.158 of the Texas Local Government Code provides that “[f]or a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, “project” also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation’s board of directors to promote new or expanded business development.” Further, the statute provides that “[a] Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings”; and

WHEREAS, Section 501.158 of the Texas Local Government Code prohibits the provision of a direct incentive unless EDC enters into an Agreement with Developer providing at a minimum a schedule of additional payroll or jobs to be created or retained by EDC’s investment; a schedule of capital investments to be made as consideration for any direct incentives provided by EDC to Developer; and a provision specifying the terms and conditions upon which repayment must be made should Developer fail to meet the agreed to performance requirements specified in this Agreement; and

WHEREAS, Developer has applied to EDC for economic development assistance necessary to construct and operate a commercial office and retail establishment to be located on an 16.93 acre tract of land being out of a 67.288 acre tract being located in the Charles Breen League, Abstract No. 46 , 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, 501.103, and 505.158 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, 2029**, unless terminated sooner under the provisions hereof.

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 Cecil Joe Stark Sawmill & Logging, Inc., a Texas corporation, its successors and assigns, whose address for the purposes of this

Agreement is P.O. Box 1207, West Columbia, Texas 77486.

- (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 16.93 acre tract of land being out of a 67.288 acre tract being located in the Charles Breen League, Abstract No. 46, City of Sweeny, Brazoria County, Texas, and as generally depicted in *Exhibit A* of this Agreement, which is attached hereto and incorporated herein for all purposes.
- (i) **Qualified Expenditures.** The words “Qualified Expenditures” mean those expenditures consisting of the construction of an office and retail building located on the Property, as generally depicted in *Exhibit B* of this Agreement, which is attached hereto and incorporated herein for all purposes, and those expenses which meet the definition of “project” as that term is defined in Sections 501.101, 501.103, and 505.158 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 an office and retail building within twelve (12) months of the City of Sweeny’s completion of the road and utilities leading to the Property.
- (b) **Certificate of Occupancy.** Developer covenants and agrees to obtain or cause to be

obtained within twelve (12) months of EDC's completion of the road and utilities leading to the Property, a certificate of occupancy from the City of Sweeny, Texas, for an office and retail space located on the Property.

(c) **Operate Office and Retail Facility.** Developer covenants and agrees to maintain and operate an office and retail space located on the Property within twelve (12) 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 to employ and maintain a minimum Full-Time Equivalent Employment Positions working at the Property as follows:

- (1) a minimum of twenty-four (24) Full-Time Equivalent Employment Positions by **July 1, 2024;**
- (2) a minimum of twenty-eight (28) Full-Time Equivalent Employment Positions by **July 1, 2025;**
- (3) a minimum of thirty (30) Full-Time Equivalent Employment Positions by **July 1, 2026;**
- (4) a minimum of thirty-two (32) Full-Time Equivalent Employment Positions by **July 1, 2027;**
- (5) a minimum of thirty-four (34) Full-Time Equivalent Employment Positions by **July 1, 2028; and**
- (6) a minimum of thirty-six (36) Full-Time Equivalent Employment Positions by **July 1, 2028.**

Further, Developer covenants and agrees beginning on **July 1, 2024**, and during the Term of this Agreement, 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 "Annual Compliance Verification"). The Developer covenants and agrees beginning on **July 1, 2024**, and annually thereafter during the Term of this Agreement, there will be a total of **six (6)** Annual Compliance Verifications due and submitted to the EDC covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement. All Annual 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 executed by and between the Developer and the EDC. The Developer covenants and agrees the Property has a value of **Three Hundred Four Thousand Seven Hundred Forty and No/100 Dollars (\$304,740.00)**. Developer covenants and agrees to execute a deed of trust lien or other lien for the Property in a form acceptable to the EDC at the time of closing on the Property.

- (f) **Performance Conditions.** Developer agrees to make, execute and deliver to EDC such other promissory notes, 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 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.

SECTION 6. CESSATION OF ADVANCES.

If the EDC has made any commitment to provide any financial assistance to Developer, whether under this Agreement or under any other agreement, the EDC shall have no obligation to advance or disburse the financial 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.

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 or furnished to EDC by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished 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 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 Developer covenants and agrees to immediately reconvey the Property to the EDC free and clear of all liens or other encumbrances.

SECTION 9. INDEMNIFICATION.

Developer shall indemnify, save, and hold harmless EDC, its directors, officers, agents, attorneys, and employees (collectively, the "Indemnitees") from and against: (i) any and all claims, demands, actions or causes of action that are asserted against any Indemnitee if the claim, demand, action or cause of action directly or indirectly relates to tortious interference with contract or business interference, or wrongful or negligent use of EDC's financial assistance by Developer or its agents and employees; (ii) any administrative or investigative proceeding by any governmental authority directly or indirectly related, to a claim, demand, action or cause of action in which EDC is a disinterested party; (iii) any claim, demand, action or cause of action which directly or indirectly contests or challenges the legal authority of EDC or Developer to enter into this Agreement; and (iv) any and all liabilities, losses, costs, or expenses (including reasonable attorneys' fees and disbursements) that any Indemnitee suffers or incurs as a result of any of the foregoing; provided, however, that Developer shall have no obligation under this Section to EDC with respect to any of the foregoing arising out of the gross negligence or willful misconduct of EDC or the breach by EDC of this Agreement. If any claim, demand, action or cause of action is asserted against any Indemnitee, such Indemnitee shall promptly notify Developer, but the failure to so promptly notify Developer shall not affect Developer's obligations under this Section unless such failure materially prejudices Developer's right to participate in the contest of such

claim, demand, action or cause of action, as hereinafter provided. If requested by Developer in writing, as so long as no Default or Event of Default shall have occurred and be continuing, such Indemnitee shall in good faith contest the validity, applicability and amount of such claim, demand, action or cause of action and shall permit Developer to participate in such contest. Any Indemnitee that proposes to settle or compromise any claim, demand, action, cause of action or proceeding for which Developer may be liable for payment of indemnity hereunder shall give Developer written notice of the terms of such proposed settlement or compromise reasonably in advance of settling or compromising such claim or proceeding and shall obtain Developer's concurrence thereto.

SECTION 10. 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.
- (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: Cecil Joe Stark Sawmill & Logging, Inc.
P.O. Box 1207
West Columbia, Texas 77486
Attn: Cecil Joe Stark, President
Telephone: _____

- (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

SSS

COUNTY OF BRAZORIA

This instrument was acknowledged before me on the ____ day of _____, 2023, 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:

**CECIL JOE STARK SAWMILL
& LOGGING, INC.,**
a Texas corporation,

By: _____
Cecil Joe Stark, President
Date Signed: _____

STATE OF TEXAS

§
§
§

COUNTY OF BRAZORIA

This instrument was acknowledged before me on the ____ day of _____, 2023,
by Cecil Joe Stark, President of Cecil Joe Stark Sawmill & Logging, Inc., a Texas corporation, on
behalf of said Texas corporation.

Notary Public, State of Texas

Exhibit A

Legal Description and/or Depiction of the Property

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** by and between the **SWEENEY ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “EDC”), and **CECIL JOE STARK SAWMILL & LOGGING, INC.**, a Texas 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, Section 505.158 of the Texas Local Government Code provides that “[f]or a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, “project” also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation’s board of directors to promote new or expanded business development.” Further, the statute provides that “[a] Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings”; and

WHEREAS, Section 501.158 of the Texas Local Government Code prohibits the provision of a direct incentive unless EDC enters into an Agreement with Developer providing at a minimum a schedule of additional payroll or jobs to be created or retained by EDC’s investment; a schedule of capital investments to be made as consideration for any direct incentives provided by EDC to Developer; and a provision specifying the terms and conditions upon which repayment must be made should Developer fail to meet the agreed to performance requirements specified in this Agreement; and

WHEREAS, Developer has applied to EDC for economic development assistance necessary to construct and operate a commercial office and retail establishment to be located on an 16.93 acre tract of land being out of a 67.288 acre tract being located in the Charles Breen League, Abstract No. 46 , 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, 501.103, and 505.158 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, 2029**, unless terminated sooner under the provisions hereof.

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 Cecil Joe Stark Sawmill & Logging, Inc., a Texas corporation, its successors and assigns, whose address for the purposes of this

Agreement is P.O. Box 1207, West Columbia, Texas 77486.

- (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 16.93 acre tract of land being out of a 67.288 acre tract being located in the Charles Breen League, Abstract No. 46, City of Sweeny, Brazoria County, Texas, and as generally depicted in ***Exhibit A*** of this Agreement, which is attached hereto and incorporated herein for all purposes.
- (i) **Qualified Expenditures.** The words “Qualified Expenditures” mean those expenditures consisting of the construction of an office and retail building located on the Property, as generally depicted in ***Exhibit B*** of this Agreement, which is attached hereto and incorporated herein for all purposes, and those expenses which meet the definition of “project” as that term is defined in Sections 501.101, 501.103, and 505.158 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 an office and retail building within twelve (12) months of the City of Sweeny’s completion of the road and utilities leading to the Property.
- (b) **Certificate of Occupancy.** Developer covenants and agrees to obtain or cause to be

obtained within twelve (12) months of EDC's completion of the road and utilities leading to the Property, a certificate of occupancy from the City of Sweeny, Texas, for an office and retail space located on the Property.

- (c) **Operate Office and Retail Facility.** Developer covenants and agrees to maintain and operate an office and retail space located on the Property within twelve (12) 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 to employ and maintain a minimum Full-Time Equivalent Employment Positions working at the Property as follows:

- (1) a minimum of **eight (8) Full-Time Equivalent Employment Positions by July 1, 2024;**
- (2) a minimum of **ten (10) Full-Time Equivalent Employment Positions by July 1, 2025;**
- (3) a minimum of **twelve (12) Full-Time Equivalent Employment Positions by July 1, 2026;**
- (4) a minimum of **fourteen (14) Full-Time Equivalent Employment Positions by July 1, 2027;**
- (5) a minimum of **sixteen (16) Full-Time Equivalent Employment Positions by July 1, 2028; and**
- (6) a minimum of **eighteen (18) Full-Time Equivalent Employment Positions by July 1, 2028.**

Further, Developer covenants and agrees beginning on **July 1, 2024**, and during the Term of this Agreement, 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 "Annual Compliance Verification"). The Developer covenants and agrees beginning on **July 1, 2024**, and annually thereafter during the Term of this Agreement, there will be a total of **six (6)** Annual Compliance Verifications due and submitted to the EDC covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement. All Annual 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 executed by and between the Developer and the EDC. The Developer covenants and agrees the Property has a value of **Three Hundred Four Thousand Seven Hundred Forty and No/100 Dollars (\$304,740.00).** Developer covenants and agrees to execute a deed of trust lien or other lien for the Property in a form acceptable to the EDC providing a first lien position to 14.093 acres of the Property, and a

second lien position to 2.00 acres of the Property at the time of closing on the Property.

- (f) **Performance Conditions.** Developer agrees to make, execute and deliver to EDC such other promissory notes, 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 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.

SECTION 6. CESSATION OF ADVANCES.

If the EDC has made any commitment to provide any financial assistance to Developer, whether under this Agreement or under any other agreement, the EDC shall have no obligation to advance or disburse the financial 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.

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 or furnished to EDC by or on behalf of Developer under this Agreement that is false or misleading in any material

respect, either now or at the time made or furnished 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 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 Developer covenants and agrees to immediately reconvey the Property to the EDC free and clear of all liens or other encumbrances.

SECTION 9. INDEMNIFICATION.

Developer shall indemnify, save, and hold harmless EDC, its directors, officers, agents, attorneys, and employees (collectively, the "Indemnitees") from and against: (i) any and all claims, demands, actions or causes of action that are asserted against any Indemnatee if the claim, demand, action or cause of action directly or indirectly relates to tortious interference with contract or business interference, or wrongful or negligent use of EDC's financial assistance by Developer or its agents and employees; (ii) any administrative or investigative proceeding by any governmental authority directly or indirectly related, to a claim, demand, action or cause of action in which EDC is a disinterested party; (iii) any claim, demand, action or cause of action which directly or indirectly contests or challenges the legal authority of EDC or Developer to enter into this Agreement; and (iv) any and all liabilities, losses, costs, or expenses (including reasonable attorneys' fees and disbursements) that any Indemnatee suffers or incurs as a result of any of the foregoing; provided, however, that Developer shall have no obligation under this Section to EDC with respect to any of the foregoing arising out of the gross negligence or willful misconduct of EDC or the breach by EDC of this Agreement. If any claim, demand, action or cause of action is asserted against any Indemnatee, such Indemnatee shall promptly notify Developer, but the failure to so promptly notify Developer shall not affect Developer's obligations under this Section unless

such failure materially prejudices Developer's right to participate in the contest of such claim, demand, action or cause of action, as hereinafter provided. If requested by Developer in writing, as so long as no Default or Event of Default shall have occurred and be continuing, such Indemnitee shall in good faith contest the validity, applicability and amount of such claim, demand, action or cause of action and shall permit Developer to participate in such contest. Any Indemnitee that proposes to settle or compromise any claim, demand, action, cause of action or proceeding for which Developer may be liable for payment of indemnity hereunder shall give Developer written notice of the terms of such proposed settlement or compromise reasonably in advance of settling or compromising such claim or proceeding and shall obtain Developer's concurrence thereto.

SECTION 10. 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.
- (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: Cecil Joe Stark Sawmill & Logging, Inc.
P.O. Box 1207
West Columbia, Texas 77486
Attn: Cecil Joe Stark, President
Telephone: _____

- (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 _____, 2023, 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:

**CECIL JOE STARK SAWMILL
& LOGGING, INC.,**
a Texas corporation,

By: _____

Cecil Joe Stark, President

Date Signed: _____

STATE OF TEXAS

§

§

COUNTY OF BRAZORIA

§

This instrument was acknowledged before me on the ____ day of _____, 2023,
by Cecil Joe Stark, President of Cecil Joe Stark Sawmill & Logging, Inc., a Texas corporation, on
behalf of said Texas corporation.

Notary Public, State of Texas

Exhibit A

Legal Description and/or Depiction of the Property

Kaydi Smith

From: Lindsay Koskiniemi
Sent: Friday, September 1, 2023 11:13 AM
To: Kaydi Smith
Subject: FW: Fwd: Performance Agreement EDC

Please provide Mr. Charlie's legal opinion in the packet.

Thank you,
Lindsay

From: Richard C. Stevenson [REDACTED]
Sent: Friday, September 1, 2023 11:11 AM
To: Lindsay Koskiniemi <citymanager@sweenytx.gov>
Subject: Re: Fwd: Performance Agreement EDC

I have reviewed the new performance agreement as well as the original agreement. It is my opinion that the new agreement varies substantially from the original agreement which council approved in January. Therefore, I believe they have the authority to take original action as if they had not approved the first one, and reject the new one if they so desire.

Sent: Thursday, August 31, 2023 at 6:58 PM
From: "Lindsay Koskiniemi" <citymanager@sweenytx.gov>
To: "[REDACTED]" [REDACTED]
Cc: "Kaydi Smith" <kdsmith@sweenytx.gov>
Subject: Fwd: Performance Agreement EDC

Hi Charlie,

I know it's an 11th hour request, however, council wants to meet on Tuesday the 5th. Can you please review this ahead of time? We will post the agenda by close of business tomorrow.

Thank you,
Lindsay

Get [Outlook for iOS](#)

From: Lindsay Koskiniemi <citymanager@sweenytx.gov>
Sent: Thursday, August 31, 2023 6:57 PM
To: Kaydi Smith <kdsmith@sweenytx.gov>
Subject: Re: Performance Agreement EDC

Yes please. I will forward to him.

Get [Outlook for iOS](#)

From: Kaydi Smith <kdsmith@sweenytx.gov>
Sent: Thursday, August 31, 2023 4:19:12 PM
To: Lindsay Koskiniemi <citymanager@sweenytx.gov>
Subject: Performance Agreement EDC

Does this need to go to Charlie for review?

Item 7.

Kaydi Smith

City Secretary

City of Sweeny

P: 979 548 3321

F: 979 548 7745



*** The following information is for informational purposes only and does not require any official action by the Board. If you have any questions regarding this information, please contact me directly at City Hall or by simply replying **(not reply all)** to this email. A reply all to this email could constitute discussion and be perceived as a "walking quorum" which would be a violation of the Open Meetings Act. ***

RESOLUTION NO. 23-100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SWEENY, TEXAS, APPROVING TYPE B ECONOMIC DEVELOPMENT PROJECT AND PERFORMANCE AGREEMENT BY AND BETWEEN THE SWEENY ECONOMIC DEVELOPMENT CORPORATION AND CECIL JOE STARK SAWMILL & LOGGING, INC. DBA STARK INC., AUTHORIZED PURSUANT TO SECTION 505.158 OF THE TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the Sweeny Economic Development Corporation (hereinafter referred to as the "SEDC") is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and

WHEREAS, Section 505.158 of the Texas Local Government Code provides that "[f]or a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, "project" also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation's board of directors to promote new or expanded business development." Further, the statute provides that "[a] Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation's authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings"; and

WHEREAS, SEDC has approved a project and Performance Agreement with **CECIL JOE STARK SAWMILL & LOGGING, INC. DBA STARK INC.**, and the Performance Agreement is attached hereto as *Exhibit A*; and

WHEREAS, the City Council of the City of Sweeny, Texas, finds and determines that the economic development assistance as specified in the Performance Agreement, attached hereto as *Exhibit A*, will promote new or expanded business development, and otherwise meets the definition of "project," as that term is defined by Section 505.158 of the Texas Local Government Code.

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

Section 1. That the foregoing recitals are hereby found to be true and correct findings of the City of Sweeny, Texas, and are fully incorporated into the body of this Resolution.

Section 2. That the City Council of the City of Sweeny, Texas, finds and determines that the project and Performance Agreement, attached hereto as *Exhibit A*, will promote new and expanded business development, and is otherwise consistent with Section 505.158 of the Texas Local Government Code.

Section 3. That the City Council of the City of Sweeny, Texas, following the second

reading of this Resolution authorizes the project and Performance Agreement, attached hereto as **Exhibit A**, and authorizes the Mayor to execute this Resolution.

Section 4. That this Resolution shall become effective from and after its passage.

DULY RESOLVED by the City Council of the City of Sweeny, Texas, on this the 17th
day of January, 2023.

, Mayor



ATTEST:



, City Secretary, Kayeli Smith

Exhibit A

[Performance Agreement]

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** by and between the **SWEENEY ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “EDC”), and **CECIL JOE STARK SAWMILL & LOGGING, INC.**, a Texas 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, Section 505.158 of the Texas Local Government Code provides that “[f]or a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, “project” also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation’s board of directors to promote new or expanded business development.” Further, the statute provides that “[a] Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings”; and

WHEREAS, Section 501.158 of the Texas Local Government Code prohibits the provision of a direct incentive unless EDC enters into an Agreement with Developer providing at a minimum a schedule of additional payroll or jobs to be created or retained by EDC’s investment; a schedule of capital investments to be made as consideration for any direct incentives provided by EDC to Developer; and a provision specifying the terms and conditions upon which repayment must be made should Developer fail to meet the agreed to performance requirements specified in this Agreement; and

WHEREAS, Developer has applied to EDC for economic development assistance necessary to construct and operate a commercial office and retail establishment to be located on an 16.93 acre tract of land being out of a 67.288 acre tract being located in the Charles Breen League, Abstract No. 46 , 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, 501.103, and 505.158 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, 2029**, unless terminated sooner under the provisions hereof.

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 Cecil Joe Stark Sawmill & Logging, Inc., a Texas corporation, its successors and assigns, whose address for the purposes of this

Agreement is P.O. Box 1207, West Columbia, Texas 77486.

- (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 16.93 acre tract of land being out of a 67.288 acre tract being located in the Charles Breen League, Abstract No. 46, City of Sweeny, Brazoria County, Texas, and as generally depicted in *Exhibit A* of this Agreement, which is attached hereto and incorporated herein for all purposes.
- (i) **Qualified Expenditures.** The words “Qualified Expenditures” mean those expenditures consisting of the construction of an office and retail building located on the Property, as generally depicted in *Exhibit B* of this Agreement, which is attached hereto and incorporated herein for all purposes, and those expenses which meet the definition of “project” as that term is defined in Sections 501.101, 501.103, and 505.158 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 an office and retail building within twelve (12) months of the City of Sweeny’s completion of the road and utilities leading to the Property.
- (b) **Certificate of Occupancy.** Developer covenants and agrees to obtain or cause to be

obtained within twelve (12) months of EDC's completion of the road and utilities leading to the Property, a certificate of occupancy from the City of Sweeny, Texas, for an office and retail space located on the Property.

- (c) **Operate Office and Retail Facility.** Developer covenants and agrees to maintain and operate an office and retail space located on the Property within twelve (12) 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 to employ and maintain a minimum Full-Time Equivalent Employment Positions working at the Property as follows:
 - (1) a minimum of twenty-four (24) Full-Time Equivalent Employment Positions by **July 1, 2024;**
 - (2) a minimum of twenty-eight (28) Full-Time Equivalent Employment Positions by **July 1, 2025;**
 - (3) a minimum of thirty (30) Full-Time Equivalent Employment Positions by **July 1, 2026;**
 - (4) a minimum of thirty-two (32) Full-Time Equivalent Employment Positions by **July 1, 2027;**
 - (5) a minimum of thirty-four (34) Full-Time Equivalent Employment Positions by **July 1, 2028; and**
 - (6) a minimum of thirty-six (36) Full-Time Equivalent Employment Positions by **July 1, 2028.**

Further, Developer covenants and agrees beginning on **July 1, 2024**, and during the Term of this Agreement, 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 "Annual Compliance Verification"). The Developer covenants and agrees beginning on **July 1, 2024**, and annually thereafter during the Term of this Agreement, there will be a total of **six (6)** Annual Compliance Verifications due and submitted to the EDC covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement. All Annual 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 executed by and between the Developer and the EDC. The Developer covenants and agrees the Property has a value of **Three Hundred Four Thousand Seven Hundred Forty and No/100 Dollars (\$304,740.00)**. Developer covenants and agrees to execute a deed of trust lien or other lien for the Property in a form acceptable to the EDC at the time of closing on the Property.

- (f) **Performance Conditions.** Developer agrees to make, execute and deliver to EDC such other promissory notes, 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 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.

SECTION 6. CESSATION OF ADVANCES.

If the EDC has made any commitment to provide any financial assistance to Developer, whether under this Agreement or under any other agreement, the EDC shall have no obligation to advance or disburse the financial 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.

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 or furnished to EDC by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished 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 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 Developer covenants and agrees to immediately reconvey the Property to the EDC free and clear of all liens or other encumbrances.

SECTION 9. INDEMNIFICATION.

Developer shall indemnify, save, and hold harmless EDC, its directors, officers, agents, attorneys, and employees (collectively, the "Indemnitees") from and against: (i) any and all claims, demands, actions or causes of action that are asserted against any Indemnitee if the claim, demand, action or cause of action directly or indirectly relates to tortious interference with contract or business interference, or wrongful or negligent use of EDC's financial assistance by Developer or its agents and employees; (ii) any administrative or investigative proceeding by any governmental authority directly or indirectly related, to a claim, demand, action or cause of action in which EDC is a disinterested party; (iii) any claim, demand, action or cause of action which directly or indirectly contests or challenges the legal authority of EDC or Developer to enter into this Agreement; and (iv) any and all liabilities, losses, costs, or expenses (including reasonable attorneys' fees and disbursements) that any Indemnitee suffers or incurs as a result of any of the foregoing; provided, however, that Developer shall have no obligation under this Section to EDC with respect to any of the foregoing arising out of the gross negligence or willful misconduct of EDC or the breach by EDC of this Agreement. If any claim, demand, action or cause of action is asserted against any Indemnitee, such Indemnitee shall promptly notify Developer, but the failure to so promptly notify Developer shall not affect Developer's obligations under this Section unless such failure materially prejudices Developer's right to participate in the contest of such

claim, demand, action or cause of action, as hereinafter provided. If requested by Developer in writing, as so long as no Default or Event of Default shall have occurred and be continuing, such Indemnatee shall in good faith contest the validity, applicability and amount of such claim, demand, action or cause of action and shall permit Developer to participate in such contest. Any Indemnatee that proposes to settle or compromise any claim, demand, action, cause of action or proceeding for which Developer may be liable for payment of indemnity hereunder shall give Developer written notice of the terms of such proposed settlement or compromise reasonably in advance of settling or compromising such claim or proceeding and shall obtain Developer's concurrence thereto.

SECTION 10. 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.
- (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: Cecil Joe Stark Sawmill & Logging, Inc.
P.O. Box 1207
West Columbia, Texas 77486
Attn: Cecil Joe Stark, President
Telephone: _____

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

[The Remainder of this Page Intentionally Left Blank]

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

EDC:

SWEENY ECONOMIC DEVELOPMENT CORPORATION,
a Texas non-profit corporation

By: _____
 , President
Date Signed: _____

ATTEST:

, Secretary

STATE OF TEXAS

§

§

COUNTY OF BRAZORIA

§

This instrument was acknowledged before me on the ____ day of _____, 2023, 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:

**CECIL JOE STARK SAWMILL
& LOGGING, INC.,**
a Texas corporation,

By: _____

Cecil Joe Stark, President

Date Signed: _____

STATE OF TEXAS

§

§

COUNTY OF BRAZORIA

§

This instrument was acknowledged before me on the ____ day of _____, 2023,
by Cecil Joe Stark, President of Cecil Joe Stark Sawmill & Logging, Inc., a Texas corporation, on
behalf of said Texas corporation.

Notary Public, State of Texas

Exhibit A

Legal Description and/or Depiction of the Property



AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Meeting Date	09/05/2023	Agenda Item	
Approved by City Manager		Presenter(s)	
Reviewed by City Attorney		Department	
Subject	Fire Fighters Association Deed		
Attachments	Deed; Minutes 12/21/2021 Minutes 07/19/2022		
Financial Information	Expenditure Required:		
	Amount Budgeted:		
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

Council agreed to deed 14 acres of city owned property to Sweeny Fire & Rescue in December of 2021, as it is used for fire training purposes. Fire Chief came back to Council in July of 2022 requesting to amend the name on the deed to Sweeny Firefighters Association. The deed was not completed at the time of agreement. Officials approving at the time have since changed. Confirmation is requested that Council is still agreement prior to signing and completion of the deed process.

Recommended Action

Confirmation of proceeding.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED

Date: _____, 2023

Grantor: THE CITY OF SWEENY, TEXAS

Grantor's Mailing Address (including county): P. O. Box 248, Sweeny,
Brazoria County, Texas 77480

Grantee: SWEENY FIREFIGHTERS ASSOCIATION, INC., a Texas non profit
corporation

Grantee's Mailing Address (including county):

Consideration: TEN AND NO/100'S DOLLARS and other good and valuable
consideration.

Property (including any improvements):

All that certain 14.301 acre tract of land in the Imla Keep League, Abstract 79, Brazoria County, Texas, and being a portion of a called 288 acre tract described in partition deed to R. D. McDonald, et al as recorded in Volume 691, Page 376 of the Brazoria County Deed Records, also being all of Tract No. 33 and a portion of Tract No. 34 out of the Hurds Subdivision of a part of the Imla Keep League as recorded in Volume 145, Page 461 of the Brazoria County Deed Records, said 14.301 acre tract being more particularly described in Deed from Ronnie W. Byrd and Windy A. Byrd to the City of Sweeny dated December 7, 2006 recorded at Clerk's File No. 2006071490 in the Office of the County Clerk of Brazoria County, Texas, reference to said deed being here made for a complete legal description of said 14.301 acre tract.

Reservations from and Exceptions to Conveyance and Warranty:

Grantee is providing a public service, that is firefighting service to the City of Sweeny. It is expressly agreed by Grantor and Grantee that the property conveyed herein shall be used by Grantee for municipal firefighting purposes only, including a firefield. This conveyance is made subject to the above agreement and at such time as the Grantee ceases to exist as a non profit corporation or the property is no longer used by Grantee for firefighting purposes, title to this property shall revert to the Grantor. In the event Grantee ceases to use the property for firefighting purposes and Grantor exercises its right to reverter, it shall have the right to reenter and take possession of the property conveyed herein and to file a Notice of Reverter in the Brazoria County Official Records. Grantee agrees that such notice shall have the effect of delivering and recording a deed from Grantee to Grantor and shall automatically terminate Grantee's right, title and interest in the property.

This conveyance is made and accepted subject to all restrictions, covenants, conditions, rights-of-way, easements, and oil, gas and other mineral reservations, if any, affecting the above described property that are valid, existing and properly of record.

This conveyance is made by Grantor and accepted by Grantee "AS IS", "WHERE IS" and "WITH ALL FAULTS" and Grantee agrees that Grantor will not be responsible or liable to Grantee for any conditions affecting the property, including any possible contamination of the property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, gives, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

THE CITY OF SWEENY, TEXAS

BY: DUSTY HOPKINS, Its Mayor

ATTEST:

KAYDI SMITH, City Secretary

THE STATE OF TEXAS *
COUNTY OF BRAZORIA *

This instrument was acknowledged before me on the _____ day of _____, 2023, by DUSTY HOPKINS, Mayor of the City of Sweeny, Texas, a municipal corporation of the State of Texas.

NOTARY PUBLIC, State of Texas
Notary's Name (printed):

Notary's commission expires: _____

AFTER RECORDING RETURN TO:

PREPARED IN THE LAW OFFICE OF:
R. C. STEVENSON, ATTORNEY
P. O. BOX 892
207 EAST ASHLEY WILSON ROAD
SWEENEY, TEXAS 77480-0892
(979) 548-3252

**MINUTES OF A REGULAR MEETING
OF THE SWEENY CITY COUNCIL
TUESDAY, DECEMBER 21, 2021
6:00 PM**

A regular meeting of the City Council was held at Sweeny City Hall on Tuesday, December 21, 2021, at 6:00 p.m.

CALL TO ORDER

Mayor Jeff Farley called the meeting to order at 6:00 p.m.

1. ROLL CALL

Council Position 1. Sandra Blaine
Council Position 2. Bill Hayes
Council Position 3. Brian Brooks
Council Position 4. John Rambo
Council Position 5. Tim Pettigrew - absent

STAFF

Reese Cook, City Manager
Reatta Minshew, City Secretary
Charlie Stevenson, City Attorney.

2. PLEDGE OF ALLEGIANCE

American Flag

Texas Flag

The pledge was led by Councilman Bill Hayes.

INVOCATION

The invocation was given by Reese Cook.

3. VISTORS COMMENTS

4. PUBLIC HEARING

A.

5. PRESENTAIONS:

A. Commendations

B. Proclamation – Fair Housing Month /

C. Fire Department Report –James Christian gave the report.

D. Police Report – Chief Brad Caudle gave the report.

D. City Manager Report – Reese Cook gave the report.

E. SEDC Report – Michele Medina was present in the audience.

6. CONSENT AGENDA

A. Bills in the amount of \$45,497.32

B. Minutes from Regular Session: November 16 and 30, 2021

Sandy Blaine made a motion to approve the bills in the amount of \$45,497.32 and the minutes from November 16th and 30th, 2021. Bill Hayes seconded. All were in favor. Motion carried.

7. UNFINISHED BUSINESS:

A. Discuss and act (as needed) ordinance closing and abandoning Brockman Street road easement located between block 1 and block 2, Rose Terrace Subdivision.

Bill Hayes made a motion to approve the ordinance abandoning Brockman Street road easement located between block 1 and block 2 of Rose Terrace Subdivision. Sandra Blaine seconded. All were in favor. Motion carried.

8. NEW BUSINESS

A. Discuss and act (as needed): Planning and Zoning - 118 Pecan Street

Mr. Cook explained to council that this property is being purchased by Litzler's Feed Store, it is adjacent to the back of their property on Main Street. It does not meet the new R2 requirements adopted in 2006, minimum lot size, minimum setbacks, and off-street parking that we have in place now. The owners of Litzler's Feed Store went to Planning and Zoning Board of Adjustments to ask for a variance from the R2 requirements, minimum lot size, minimum setbacks, and off-street parking and they gave approval.

John Rambo made a motion to approve the variance from the Board of Adjustments. Bill Hayes seconded. All were in favor. Motion carried.

B. Discuss and act (as needed): Replat Jordan Family Trust - County Road 332 McCormick Track 27 to Repat.

Mayor Farley explained this property on County Road 332 Tract 27 is one property and the owners would like to separate it into two properties. Lot 1, .99 acres and Lot 2, 155.01 acres. Mr. Cook explained this property is not in our city limits but is in our ETJ. Replats fall under our jurisdiction.

John Rambo made a motion to approve the replat set forth as agenda item B. Sandra Blaine seconded. All were in favor. Motion carried.

C. Discuss and act (as needed): Eugene Griggs - 405 W. Fourth Street Replat

This property is on W. Fourth Street. The owners are requesting to combine five lots: 1,2,12,13,14 into a single lot, 1A.

Brian Brooks made a motion to approve the replat as presented. John Rambo seconded. All were in favor. Motion carried.

D. Discuss and act (as needed): Beautification – Mardi Gras Event

Nicky Ordonez stated the Beautification would like to have a new event, Mardi Gras Gumbo Cook Off held at Chick Anderson Park, Saturday Feb. 26, 2022, 10am – midnight. Mr. Ordonez

is asking for an alcohol variance on that day Feb 26 from 10am – midnight. The committee will have security and have the orange barricades for “designated alcohol consumption”.

Bill Hayes made a motion to approve the Mardi Gras Gumbo Cookoff Event and to give an alcohol variance in the designated area only as presented from 10am to midnight with a minimum of two officers. Sandra Blaine seconded. All were in favor. Motion carried.

Nicky Ordonez stated they would also have a Parade at 10am on that Saturday, Feb 26, 2022.

E. Discuss and act (as needed): Fire Chief Roger Barton – Title Transfer of Fire Field Property to Sweeny Fire and Rescue.

Fire Chief Roger Barton gave history of the fire field property. It is 14 acers. Mr. Barton stated the City of Sweeny Owns the property, but the Sweeny Fire and Rescue has put a lot of money and time into this property. Mr. Barton is asking the City of Sweeny to transfer the title over to the Sweeny Fire and Rescue. With the property in their name, they can get more donations from Industries and private owners.

Brian Brooks made a motion to transfer the title of the “Fire Field”, 14 acers, to the Sweeny Fire and Rescue, however, if Sweeny Fire and Rescue ever disband the title reverts to the City of Sweeny. Bill Hayes seconded. All were in favor. Motion carried.

F. Discuss and act (as needed): Reese Cook – Janitorial Services Frequency at Sweeny Sr. Center

Mr. Cook stated to council this is annual contract for the Sr. Center. Currently it is cleaned twice a week.

Brian Brooks made a motion to keep the janitorial services as is, twice a week. Bill Hayes seconded. All were in favor. Motion carried.

G. Discuss and act (as needed): Water System and Drainage Study Proposal from MRB Group

Mr. Cook stated he reached out to the MRB Group (our Professional Service Firm), to give us a price for a city-wide water study using our ARPA Funds we have received. Looking at our water wells, storage tanks, water lines, water treatment plant, pumps etc. They will do a full assessment for \$66,000.00. GIS, they will take all that information and put in on a real time map.

\$12,000.00. This plan will take about 7 months for a total of \$151,600.00. Mr. Cook stated with a plan like this in place is an asset when we look for a large grant.

Brain Brooks made a motion to approve the \$151,600.00 proposal as presented using the ARPA Funds. John Rambo seconded. All were in favor. Motion carried.

H. Discuss and act (as needed): Resolution to designate authorized signatories for the community develop block grant.

Mr. Cook states this resolution is to designate authorized signatories for the 6 million Block Grant. The signatories are Reese Cook, Reatta Minshew and Kaydi Smith.

John Rambo made a motion to approve the resolution to designate authorized signatories for the block grant as Reese Cook, Reatta Minshew and Kaydi Smith. Bill Hayes seconded. All were in favor. Motion carried.

I. Discuss and act (as needed): Resolution Regarding Civil Rights: Policies Section 3, Excessive Force, Limited English Proficiency Standards Plan, Section 504, Grievance Procedures, Code of Conduct and Fair Housing.

Mr. Cook stated this also is regarding the Block Grant, making sure all these are in place, which we already practice all of these. They are asking for a resolution.

Sandra Blaine made a motion to approve the resolution regarding civil rights: Policies Section 3, Excessive Force, Limited English Proficiency Standards Plan, Section 504, Grievance Procedures, Code of Conduct and Fair Housing. John Rambo seconded. All were in favor. Motion carried.

J. Discuss and act (as needed): Budget Amendment Purchase of WWTP automatic bar screen.

Mr. Cook stated the council approved this automatic bar screen about 3 months ago for \$90K. We have not purchased the screen yet and now it cost \$120K.

Bill Hayes made a motion to approve the budge amendment to purchase the automatic bar screen for \$120K. John Rambo seconded. All were in favor. Motion carried.

K. Discuss and act on 2022 City of Sweeny Holiday Schedule

Bill Hayes made a motion to approve the 2022 City of Sweeny Holiday Schedule. John Rambo seconded. All were in favor. Motion carried.

EXECUTIVE SESSION IN ACCORDANCE WITH THE TEXAS GOVERNMENT CODE SECTION §551.071, §511.072 AND §551.074:

A.

9. RECONVENE TO REGULAR SESSION

10. ITEMS OF COMMUNITY INTEREST

11. ADJOURNMENT: 7:15 pm

PASSED AND APPROVED THIS 18 DAY OF January 2022.

Reatta Minshew, City Secretary

**MINUTES OF A REGULAR MEETING AND PUBLIC HEARING
OF THE SWEENY CITY COUNCIL
TUESDAY, JULY 19, 2022
6:00 PM**

A regular meeting and public hearing of the City Council was held at Sweeny City Hall on Tuesday, July 19, 2022, at 6:00 p.m.

CALL TO ORDER

Mayor Jeff Farley called the meeting to order at 6:00 p.m.

1. ROLL CALL/ COUNCIL

Council Position 1. Mark Morgan Jr.
Council Position 2. Bill Hayes
Council Position 3. Brian Brooks - absent
Council Position 4. John Rambo – absent
Council Position 5. Tim Pettigrew

STAFF

Reese Cook, City Manager
Reatta Minshew, City Secretary
Charlie Stevenson, City Attorney
Brad Caudle, Chief of Police
Ross Aguirre, Dir of Public Works
Kaydi Smith, Assistant City Secretary
Laurie Martinez, Utilities Clerk

2. PLEDGE OF ALLEGIANCE

American and Texas Flag was led by Tim Pettigrew

INVOCATION

The invocation was given by Charlie Stevenson

3. VISTORS COMMENTS

Glen James from the Veterans Parade Committee gave update on the Veterans Day Parade November 11, 2022.

4. PUBLIC HEARING: 2021 Consumer Confidence Report

Open: 6:05 pm

No Comments

Closed: 6:08pm

5. PRESENTATIONS:**A. Proclamations****a.****B. Fire Report – Roger Barton / 14 calls for the month of June.****C. Police Report – Chief Brad Caudle gave the report.****D. Staff Reports: - City Manager Report / Dir of Public Works****E. SEDC Report – Michelle Medina gave the report.****6. CONSENT AGENDA****A. Bills in the amount of \$60,950.54****B. Minutes from Regular Session: June 21, June 28 and July 5, 2022**

Mark Morgan Jr. made a motion to approve the bills in the amount of \$60,950.54 and the minutes of June 21, 2022, June 28, 2022, and July 5, 2022. Tim Pettigrew seconded. All were in favor. Motion carried.

7. UNFINISHED BUSINESS:**A. Discuss and act (as needed):****8. NEW BUSINESS****A. Discuss and act (as needed): Board of Adjustments / Recommendations on variance request to the R2-B zoning requirements for 318 Willow Street.**

318 Willow is an empty lot. The owners will build a home at this address soon and are requesting a variance to place a 30 x 50 secondary storage building on the property before the home is built. They went before the Board of Adjustments and received approval from them. The building does meet the set back requirements.

Mark Morgan Jr. made a motion to accept the recommendation from the Board of Adjustments and grant the variance to place a 30 x 50 storage building at 318 Willow Street. Bill Hayes seconded. All were in favor. Motion carried.

B. Discuss and act (as needed): Parks and Recreation Board / Lighting for the Parks

Mr. Canelle Massey with the Parks and Rec Board asked council to consider purchasing lights for Backyard Park, Gazebo Park and MLK Park in the amount of \$1000.00. Mr. Massey stated he had found lights for \$230.00 each. The board would like to install 2 at Backyard Park, 2 at Gazebo Park and 1 on a timer at MLK Park.

Bill Hayes made a motion to approve \$1000.00 to purchase lights for the parks. Tim Pettigrew seconded. All were in favor. Motion carried.

C. Discuss and act (as needed): Fire Department / Title Transfer of the Fire Field Property to Sweeny Firefighters Association.

Roger Barton came before the council a couple of months ago and ask council to transfer the title of the fire field into the Sweeny Fire and Rescue. Tonight, he asks council to please amend that request and title the fire field into the Sweeny Fire Fighters Association. This is a different

organization compiled of 9 different fire departments that are going to use the fire field for training. Tim Pettigrew made a motion to approve Mr. Barton's request and to title the Fire Field into the Sweeny Fire Fighters Association. Bill Hayes seconded. All were in favor. Motion carried.

D. Discuss and act (as needed): John Rambo / Purchasing Flags for the City of Sweeny

Mayor Farley stated to everyone that he has asked P66 for a grant to purchase American Flags for the City of Sweeny to display on holidays down Main Street.

Tim Pettigrew made a motion to table for next month so councilman Rambo could be here. Bill Hayes seconded. All were in favor. Motion carried.

E. Discuss and act (as needed): John Rambo / 2021-2022 Fiscal Year Budget Amendment for Flags.

Tim Pettigrew made a motion to table for next month. Mark Morgan Jr. seconded. All were in favor. Motion carried.

F. Discuss and act (as needed): City Manager / 2021 Consumer Confidence Report

Mark Morgan Jr. made a motion to accept the 2021 Consumer Confidence Report. Tim Pettigrew seconded. All were in favor. Motion carried.

G. Discuss and act (as needed): City Manager / Remove Reese Cook from the First State Bank accounts and add Lindsay Koskiniemi on the same bank.

Mark Morgan Jr. made a motion to approve the removal of Reese Cook from the First State accounts and to add Lindsay Koskiniemi. Tim Pettigrew seconded. All were in favor. Motion carried.

H. Discuss and act (as needed): City Manager/ Remove Reese Cook from the Public Funds and Investment Officer and add Lindsay Koskiniemi as Public Funds and Investment Officer.

Bill Hayes made a motion to approve the removal of Reese Cook from the Public Funds and Investment Officer and add Lindsay Koskiniemi. Tim Pettigrew seconded. All were in favor. Motion carried.

I. Discuss and act (as needed): Remove Reese Cook from Texpool accounts and add Lindsay Koskiniemi to same Texpool accounts.

Mark Morgan Jr. made a motion to approve the removal of Reese Cook from the Texpool accounts and to add Lindsay Koskiniemi to the same Texpool accounts. Tim Pettigrew seconded. All were in favor. Motion carried.

Closed Regular Session:


EXECUTIVE SESSION IN ACCORDANCE WITH THE TEXAS GOVERNMENT CODE SECTION §551.071, §511.072 AND §551.074:

9. RECONVENE TO REGULAR SESSION:**10. ITEMS OF COMMUNITY INTEREST**

Bill Hayes announced the School Supply Drive: Saturday July 23 at the Back Yard Park.

11. ADJOURNMENT: 6:47 pm

PASSED AND APPROVED THIS 16 DAY OF August 2022.



Reatta Minshew, City Secretary



AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Meeting Date	09/05/2023	Agenda Item	
Approved by City Manager		Presenter(s)	Kaydi Smith
Reviewed by City Attorney	08.17.2023	Department	Developmental Services
Subject	Discussion/ Possible Action to Replat Requested; 1007 2 nd Street		
Attachments	Application; Electronic Copy of Replat		
Financial Information	Expenditure Required:		
	Amount Budgeted:		
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

Owners of lot 12 and lot 13 are requesting a replat to combine both properties; removing the interior lot line. Combination of properties does adhere to the zoning specifications.

Recommended Action

Recommendation to approve the replat located at 1007 2nd Street.



CITY OF SWEENY

Rev. 0 (4/2/20) Item 9.

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

Zoning Application

Please complete each field. Incomplete applications will **not** be accepted.

TYPE OF APPLICATION:

- ☐ Zoning Change (from) _____ (to) _____
☐ P & Z Variance
☐ Special Exception
☒ Re-Plat Type: Combination - C1

*Plat Types include: Amending,
Replat, Finals

* All plats require an agenda request

PROJECT INFORMATION:

- ☐ Residential
☒ Commercial

Project Name/Owners Name: Happy Faces - Sweeny
Brazoria County Appraisal District Property ID # 230149 / 230150
Project Address/Location: 1007 2nd St. (FM1459)
Subdivision: Meador No. of Lots: Lot 12 & SE 100' Lot 13, Block 2
Total Acreage &/or Square Footage: 20,522 sq. ft. / 0.471 ac

Brief Description of Property & Reason for Proposed Request:

Owners plan to build Happy Faces Early Learning Center - Sweeny. This application proposes to remove the interior lot line shared by the two properties.

When a completed application packet/package has been accepted and reviewed, additional information may be required by staff as a result of the review, therefore it may be necessary to postpone the proposed project and remove it from the scheduled agenda and place it on a future agenda. Zoning Changes are charged an advertisement fee of \$250.00 + an administrative fee of \$15.00 for a total of \$265.00. Re-plats are assessed a minimum \$147.00 recordation fee. Additional fees assessed for additional pages.

PROPERTY OWNER'S INFORMATION:

Name: Christi & David Beard
Address: _____
City: _____ State: Texas Zip: _____
Phone: _____ Fax: _____
Email: _____

APPLICANT OR AGENT'S INFORMATION:

Name: Rene Damian
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
Email: _____

****Property owner must be the current owner of the property at the time of submittal of the application, and not the party that has the property under contract.**

As owner and applicant, I hereby request approval of the above described request as provided for by The City of Sweeny.

****Owner's Signature:** _____

Date: _____

Agent's/Applicant's Signature: Rene Damian

Date: September 1, 2023

OFFICE USE ONLY:

Date Received: _____ Amount Collected: _____ City Representative: _____

**Personal Information:**

Name: Rene Damian

Mailing Address:**Physical Address:****Property Address**

of Replat:

Email(s):

Phone(s):

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

[illegible]

Signature:

Date: 9.6.2023

Requests must be received by the City Manager and are due back by Close of Business (COB) on the 5th Business Day of the month.

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

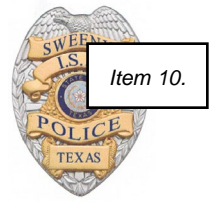
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SWEENEY

INDEPENDENT SCHOOL DISTRICT

POLICE DEPARTMENT



**MEMORANDUM OF UNDERSTANDING BETWEEN
SWEENEY INDEPENDENT SCHOOL DISTRICT AND THE CITY OF SWEENEY
POLICE DEPARTMENT
for the purpose of providing canine drug detection sweeps at schools**

THIS MEMORANDUM OF UNDERSTANDING (MOU), is made this _____ day of _____, 20____ by and between the Sweeny Independent School District Police Department, Sweeny Independent School District (hereinafter the "District"), and the City of Sweeny Police Department (hereinafter the "Sweeny PD"), and sets forth understandings and procedures with regard to requesting the assistance of a Law Enforcement Canine Unit.

The Law Enforcement Canine Program was established to augment police services to the community. Law Enforcement is cognizant of the mutual benefits of offering the resources of its canine team(s) to other agencies and local communities.

ASSISTING OTHER AGENCIES

The Sweeny PD Chief of Police, Shift Supervisor or the Canine Unit Coordinator must approve all requests for canine assistance from outside agencies, subject to the following provisions:

- (a) Sweeny PD Canine Teams shall not perform any assignment that is not consistent with Law Enforcement or City policy;
- (b) Upon arrival at the scene, the canine handler has the ultimate decision as to whether or not the canine is to be used for a specific assignment;
- (c) Canine Teams shall not be called out while off duty unless authorized by the Chief, Shift Supervisor or the Canine Unit Coordinator.

SCHOOL DRUG SWEEPS

At the invitation and request of the District, Sweeny PD will conduct scheduled Canine sweeps at the District's secondary schools (Junior High & High School Campuses) when authorized by the District Superintendent or District Chief of Police, and as Sweeny PD schedules permit. After authorization by the District Superintendent or District Chief of Police, District Administrators or the District Police Department may assist with scheduling and/or coordinating the sweeps. The Canine Team may also make a presentation at a school-conducted assembly for each of the schools scheduled to be swept.

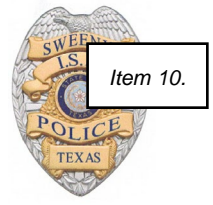
The sweeps may consist of a random selection of lockers, common areas, classrooms, locker rooms, school grounds, parking lots, and vehicles. The canine will not be used to search a person, nor will it be used to sweep the personal property of school staff. If the canine alerts to the presence of drugs during the sweep, the Canine Handler will advise the accompanying District representative.



SWEENEY

INDEPENDENT SCHOOL DISTRICT

POLICE DEPARTMENT



The District Policy FNF states that District officials may conduct searches of students, their belongings, and their vehicles in accordance with state and federal law and District policy. Searches of students shall be conducted in a reasonable and nondiscriminatory manner.

District officials may initiate a search in accordance with law, including, for example, based on reasonable suspicion, voluntary consent, or pursuant to District policy providing for suspicionless security procedures, including the use of metal detectors.

In accordance with the Student Code of Conduct, students are responsible for prohibited items found in their possession, including items in their personal belongings or in vehicles parked on District property.

The District reserves the right to use trained dogs to conduct screening for concealed prohibited items. Such procedures shall be unannounced. The dogs shall not be used with students; however, students may be asked to leave personal belongings in an area that will be screened. If a dog alerts to an item or an area, it may be searched by District officials.

District authorities may, after conducting searches, seize any illegal material. The District may use trained dogs to assist in identifying areas to conduct sweeps. The District may then submit the seized items to District law enforcement for legal disposition.

Sweeny PD will not conduct any related physical searches of any student or personal belongings. If the school conducts a search, they will be acting as their own agent and not an agent of, or under the direction of Sweeny PD. And all legal action will be taken by the District Police Department.

The sweeps shall be scheduled in advance with dates agreeable to both Sweeny PD and the District. A District representative will work together with the Sweeny PD Canine Handler to schedule the sweep dates. These dates will be approved by the District, District Chief of Police, Sweeny PD Chief of Police, and the Sweeny PD Canine Unit Coordinator. The coordination of the sweep will be the responsibility of the District.

USE OF DRUG DETECTION CANINES

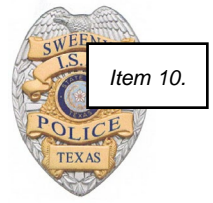
Law Enforcement policy states that a drug detection trained canine may be used in accordance with current case law under the following circumstances:

- (a) To assist in the search for controlled substances during a search warrant service;
- (b) To obtain a search warrant by using the detection canine in support of probable cause;
- (c) To search vehicles, buildings, bags, and any other articles deemed necessary;
- (d) A drug detection canine will not be used to search a person for controlled substances



SWEENEY

INDEPENDENT SCHOOL DISTRICT
POLICE DEPARTMENT



This MOU becomes effective upon approval of both parties, and remains in effect until cancelled in writing by either party. This MOU may be reviewed, changed, or modified periodically. This MOU shall not be used to obligate funds. This MOU is not a guarantee for assistance or services. Nothing in this Agreement shall be construed as imputing liability on any agency based solely on participation in this agreement. Both parties agree that the procedures in this MOU are not mandatory in their application, but are a recommended and preferred approach to handling requests. Law Enforcement retains the authority to determine whether these recommendations are appropriate on a case-by-case basis.

To the extent permitted by law, the District will indemnify and hold harmless the City of Sweeny and the Sweeny PD, its officers, agents, servants and employees, from and against any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees, arising out of a willful or negligent act or omission of the District, its officers, agents, servants and employees under this agreement.

SWEENEY IDEPNDENT SCHOOL DISTRICT POLICE DEPARTMENT

By: _____ Date: _____
(Chief Ulysses Velez)

CITY OF SWEENEY POLICE DEPARTMENT

By: _____ Date: _____
(Chief Brad Caudle)



AGENDA MEMO

Business of the City Council

City of Sweeny, Texas

Meeting Date	09/05/2023	Agenda Item	
Approved by City Manager		Presenter(s)	Administration
Reviewed by City Attorney		Department	
Subject	Discussion/ Possible Action to Council Requested Reports; Municipal Court, Community Center		
Attachments	Court Reports (3) and CommCntr.Aug22-23Rentals		
Financial Information	Expenditure Required:		
	Amount Budgeted:		
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

At the last budget workshop, Council requested further information and reports pertaining to the Municipal Court and Community Center rentals within the past year.

Municipal Court: The attachment labeled Court Council Report August 22-23 is showing all citations filed within the Municipal Court to include FTA's and VPTA's filed by the Court Clerk. Within the report, there is a breakdown showing the types of citations filed, including all code enforcement citations. The additional two reports show warrants filed. The report labeled Warrants filed Between 08.22-08.23 shows all warrants active and issued within the year (August 2022-2023) with a dollar amount associated for potential collection. The warrant report labeled Active Warrant Listing 08.31.2023 are all active warrants filed thru the Municipal Court, with a dollar amount associated for potential collection.

Community Center: The attachment labeled CommCntr.Aug22-23Rentals shows all rental types, amount paid (regular/non-profit fees), deposit collected and totals received. Damage deposits are refunded if eligible. If retainage was collected, it is notated on the report.

Recommended Action

Informational purposes only- Council discretion

SWEENY MUNICIPAL COURT CITY COUNCIL REPORT

CITATIONS FILED BY OFFENSE TYPE BETWEEN
AUGUST 2022 – AUGUST 2023
Pages 2-4

CODE ENFORCEMENT VIOLATIONS FILED BETWEEN
AUGUST 2022 – AUGUST 2023 (WITH CURRENT STATUS)
Pages 5-8

MONTHLY SUMMARIES OF CASES FILED BY OFFENSE
TYPE BETWEEN AUGUST 2022 – AUGUST 2023
Pages 9-74

Prepared and Submitted by:
Brandi Anderson
Deputy Court Clerk
August 29, 2023

Age: All All Months Statistical Report of Violations for 2023 - and 1 prior year(s) by Filed Date

	2023		2022		Item 11.
1000 CRIMINAL MISCHIEF/CLASS C	0	100-%	1		1
1020 THEFT	5	25 %	4		9
1060 ISSUANCE OF BAD CHECK	2	100 %	0		2
1100 ASSAULT	0	100-%	2		2
1140 FAILURE TO APPEAR/BAIL JUMPING	62	20-%	77		139
2090 SALE OF TOBACCO PRODUCTS TO A MINOR	2	100 %	0		2
2100 POSSESSION OF DRUG PARAPHERNALIA	24	44-%	43		67
2101 MINOR IN POSSESSION OF TOBACCO	3	50-%	6		9
3001 SPEEDING	72	18-%	88		160
3006 RAN STOP SIGN	4	60-%	10		14
3007 RAN RED LIGHT	0	100-%	10		10
3014 IMPROPER TURN	0	100-%	1		1
3022 FAILED TO PASS TO RIGHT SAFELY/IMPROPERP	0	100-%	1		1
3025 FAIL TO MAINTAIN FINANCIAL RESP./SUBSEQU	4	300 %	1		5
3031 UNRESTRAINED CHILD - SAFETY SEAT VIOLATI	0	100-%	4		4
3032 NO SEAT BELT - DRIVER	1	100 %	0		1
3034 CHILD NOT SECURED BY SAFETY BELT	0	100-%	1		1
3049 FAIL TO MAINTAIN FINANCIAL RESPONSIBILIT	18	71-%	63		81
3050 FAIL TO CONTROL SPEED	0	100-%	3		3
3052 FAILED TO YIELD ROW TO VEHICLE IN INTERS	1	100 %	0		1
3053 FAILED TO YIELD AT YIELD INTERSECTION	1	100 %	0		1
3060 FAILED TO STOP AT DESIGNATED POINT (STOP	2	0 %	2		4
3070 FAILED TO DRIVE IN A SINGLE LANE	0	100-%	3		3
3097 FAILED TO SIGNAL INTENT TO TURN	2	100 %	0		2
3101 DRIVING WHILE LICENSE INVALID	13	58-%	31		44
3103 NO DRIVER'S LICENSE	10	70-%	33		43
3106 VIOLATE DL RESTRICTION	1	100 %	0		1
3170 DEFECTIVE STOP LAMP(S)	1	100 %	0		1
3205 EXPIRED MOTOR VEHICLE INSPECTION	0	100-%	1		1
3213 DEFECTIVE EQUIPMENT	1	100 %	0		1
3259 EXPIRED DRIVER LICENSE	4	33-%	6		10
3263 FAIL TO DISPLAY DRIVER'S LICENSE	1	75-%	4		5
3323 OPEN CONTAINER	8	39-%	13		21
3333 VIOLATE PROMISE TO APPEAR	29	81-%	154		183
3364 PARENT/GUARDIAN PERMITTED UNLICENSED MIN	1	100 %	0		1
3505 NO HEADLAMP ON BICYCLE WHEN REQUIRED	2	33-%	3		5
3506 NO RED REFLECTOR ON BICYCLE WHEN REQUIRE	2	100 %	1		3
3586 SPEEDING > 10% ABOVE POSTED LIMIT	0	100-%	92		92
3596 SPEEDING IN A SCHOOL ZONE	16	75-%	64		80
3628 USE EQUIPMENT NOT APPROVED/WINDOW TINT	0	100-%	1		1
3656 EXPIRED REGISTRATION	39	55-%	87		126
3657 DISPLAY FICTITIOUS LICENSE PLATE	5	100 %	0		5
3667 OPERATE MOTOR VEHICLE WITHOUT LICENSE PL	1	100 %	0		1
3800 MINOR IN POSSESSION OF ALCOHOL	1	50-%	2		3
3803 CONSUMPTION OF ALCOHOL BY MINOR	1	67-%	3		4
4301 VIOLATION OF CITY ORDINANCE - JUNK VEHIC	0	100-%	3		3
4302 VIOLATION OF CITY ORDINANCE - HIGH GRASS	1	100 %	0		1
4303 VIOLATION OF CITY ORDINANCE - ANIMAL AT	3	0 %	3		6
4313 VIOLATION OF CITY ORDINANCE - FIREWORKS	0	100-%	1		1
4318 VIOLATION OF CITY ORDINANCE - ILLEGAL DU	2	100 %	0		2
4326 VIOLATION OF CITY ORDINANCE - SANITARY C	2	100 %	0		2
4327 VIOLATION OF CITY ORDINANCE - UNSIGHTLYA	2	60-%	5		7
4335 VIOLATION OF CITY ORDINANCE - CITY PARKC	1	100 %	0		1
6014 ELECTRONIC TRANSMISSION OF UNSOLICITED S	1	100 %	0		1
1100A ASSAULT BY THREAT	0	100-%	2		2

Age: All All Months Statistical Report of Violations for 2023 - and 1 prior year(s) by Filed Date

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Age: All All Months Statistical Report of Violations for 2023 - and 1 prior year(s) by Filed Date

Year: 2023
Month: All Months
Type of Date: Filed Date
Offense Type: All
Specify Offenses: All
Prior Years: 1
Age Selection: All
Agency: All
Entered By: Include: All

Item 11.

Citation-Vl# Docket# From 8/01/2022 to 8/31/2023
Include NRVC

Item 11.

026816 -01 0500035983 Last Letter: None Fine Due: 0.00
 Def.: [REDACTED] Cost Due: 0.00
 Off.: VIOLATION OF CITY ORDINANCE - UNSIGHTLYAND OBJ Totl Due: 0.00
 Ofcr: PD 1402 EDWARD SREBALUS DL St: TX
 Stat: DISMISSED BY PROSECUTOR Date due: 11/07/2022
 Bond: Set: 0.00 Posted: 0.00 Time due: 3:00 PM
 Calendar Type: Court Location: INCODE Upgrade Locat
 Filed Date: 9/27/2022

E003662 -01 0500036353 Last Letter: None Fine Due: 29.00
 Def.: [REDACTED] Cost Due: 81.00
 Off.: VIOLATION OF CITY ORDINANCE - ANIMAL AT LARGE Totl Due: 110.00
 Ofcr: PD 1408 KLYNN SCALES DL St: TX
 Stat: TRIAL Date due: 7/26/2023
 Bond: Set: 110.00 Posted: 0.00 Time due: 9:00AM
 Calendar Type: Court Location: INCODE Upgrade Locat
 Filed Date: 1/23/2023

026928 -01 0500036387 Last Letter: None Fine Due: 0.00
 Def.: [REDACTED] Cost Due: 0.00
 Off.: VIOLATION OF CITY ORDINANCE - ANIMAL AT LARGE Totl Due: 0.00
 Ofcr: PD 1408 KLYNN SCALES DL St: TX
 Stat: DOCKET CLOSED Date due: 4/24/2023
 Bond: Set: 0.00 Posted: 0.00 Time due: 2:16 PM
 Calendar Type: Court Location: INCODE Upgrade Locat
 Filed Date: 3/20/2023

026931 -01 0500036386 Last Letter: CPF SHOW Fine Due: 29.00
 Def.: [REDACTED] Cost Due: 46.00
 Off.: VIOLATION OF CITY ORDINANCE - ANIMAL AT LARGE Totl Due: 75.00
 Ofcr: PD 1408 KLYNN SCALES DL St: TX
 Stat: SHOW CAUSE HEARING Date due: 8/14/2023
 Bond: Set: 75.00 Posted: 0.00 Time due: 2:30 PM
 Calendar Type: Court Location: INCODE Upgrade Locat
 Filed Date: 3/20/2023

026932 -01 0500036390 Last Letter: None Fine Due: 0.00
 Def.: [REDACTED] Cost Due: 0.00
 Off.: VIOLATION OF CITY ORDINANCE - SANITARY CONDITI Totl Due: 0.00
 Ofcr: PD 1408 KLYNN SCALES DL St: TX
 Stat: DISMISSED BY PROSECUTOR Date due: 4/24/2023
 Bond: Set: 0.00 Posted: 0.00 Time due: 9:00AM
 Calendar Type: Court Location: INCODE Upgrade Locat
 Filed Date: 3/21/2023

026496 -01 0500036479 Last Letter: JGMT GUILT Fine Due: 36.00
 Def.: [REDACTED] U Cost Due: 81.00
 Off.: VIOLATION OF CITY ORDINANCE - ILLEGAL DUMPING Totl Due: 117.00

Citation-Vl# Docket# From 8/01/2022 to 8/31/2023
Include NRVC

Item 11.

Ofcr: PD 1404 CAYTON BARNETT DL St: TX
Stat: EXTENSION OF TIME TO PAY Date due: 9/15/2023
Bond: Set: 117.00 Posted: 0.00 Time due: 9:00AM
Calendar Type: Court Location: INCODE Upgrade Locat
Filed Date: 5/25/2023

026748 -01 0500036578 Last Letter: None Fine Due: 0.00
Def.: [REDACTED] Cost Due: 0.00
Off.: VIOLATION OF CITY ORDINANCE - ILLEGAL DUMPING Totl Due: 0.00
Ofcr: PD 1402 EDWARD SREBALUS DL St: --
Stat: DOCKET CLOSED Date due: 7/13/2023
Bond: Set: 0.00 Posted: 0.00 Time due: 11:36AM
Calendar Type: Court Location: INCODE Upgrade Locat
Filed Date: 7/13/2023

026934 -01 0500036580 Last Letter: IA RESET Fine Due: 100.00
Def.: [REDACTED] Cost Due: 81.00
Off.: VIOLATION OF CITY ORDINANCE - UNSIGHTLYAND OBJ Totl Due: 181.00
Ofcr: PD 1408 KLYNN SCALES DL St: TX
Stat: INITIAL APPEARANCE Date due: 8/28/2023
Bond: Set: 181.00 Posted: 0.00 Time due: 3:00 PM
Calendar Type: Court Location: INCODE Upgrade Locat
Filed Date: 7/13/2023

E004119 -01 0500036671 Last Letter: PLEA FORM Fine Due: 100.00
Def.: [REDACTED] Cost Due: 81.00
Off.: VIOLATION OF CITY ORDINANCE - CITY PARKCLOSED Totl Due: 181.00
Ofcr: PD 1405 RICARDO ZAMORA DL St: TX
Stat: INITIAL APPEARANCE Date due: 8/28/2023
Bond: Set: 181.00 Posted: 0.00 Time due: 3:00 PM
Calendar Type: Court Location: INCODE Upgrade Locat
Filed Date: 8/14/2023

E004120 -01 0500036666 Last Letter: PLEA FORM Fine Due: 100.00
Def.: [REDACTED] Cost Due: 81.00
Off.: VIOLATION OF CITY ORDINANCE - HIGH GRASS AND W Totl Due: 181.00
Ofcr: PD 1405 RICARDO ZAMORA DL St: TX
Stat: INITIAL APPEARANCE Date due: 8/28/2023
Bond: Set: 181.00 Posted: 0.00 Time due: 3:00 PM
Calendar Type: Court Location: INCODE Upgrade Locat
Filed Date: 8/14/2023

026936 -01 0500036672 Last Letter: PLEA FORM Fine Due: 100.00
Def.: [REDACTED] Cost Due: 81.00
Off.: VIOLATION OF CITY ORDINANCE - UNSIGHTLYAND OBJ Totl Due: 181.00
Ofcr: PD 1408 KLYNN SCALES DL St: TX
Stat: INITIAL APPEARANCE Date due: 8/28/2023
Bond: Set: 181.00 Posted: 0.00 Time due: 3:00 PM

Citation-Vl# Docket# From 8/01/2022 to 8/31/2023
Include NRVC

Item 11.

Calendar Type: Court Location: INCODE Upgrade Locat
Filed Date: 8/15/2023

Total # Cases: 11 Total amount due: 1,026.00
Fees due (excluding pending payments): 1,026.00
Pending Payments : 0.00

FINE	494.00
CCC 2020	396.50
ARREST FEE	31.98
Local Building Secur	31.34
Local Truancy Preven	31.98
Local Court Technolo	25.58
Local Municipal Jury	0.64
Time Payment Reimbur	8.98
NOTICE TO APPEAR	5.00

Item 11.

Beginning Citation Date.....: 08/01/2022
Ending Citation Date.....: 08/31/2022
Type of Citation.....: Regular
Type of Offense.....: Include: All
Agency.....: Include: All
Specific Offenses.....: Include: All
Entered By.....: Include: All
Summary or Detail.....: Summary
Sort By.....: Offense Code
Print Def. Name.....: No
Inc Park w/o Name.....: No
Total by Race/Sex.....: No

1140 FAILURE TO APPEAR/BAIL JUMPING
Statute: PENAL CODE 38.10(e)

Item 11.

Totals for Offense

Number of Citations for Offense.....:	8
Number of Violations for Offense.....:	8
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	1

2100 POSSESSION OF DRUG PARAPHERNALIA
Statute: 481.125 H&S Code

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3001 SPEEDING
Statute: 541.201

Totals for Offense

Number of Citations for Offense.....:	14
Number of Violations for Offense.....:	14
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	2

3049 FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY
Statute: 601.191

Totals for Offense

Number of Citations for Offense.....:	3
Number of Violations for Offense.....:	3
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3101 DRIVING WHILE LICENSE INVALID
Statute: 521.457

Totals for Offense

Number of Citations for Offense.....:	3
---------------------------------------	---

Item 11.

Number of Violations for Offense....:	3
Number of Citations to Juveniles....:	0
Number of Citations to Minors.....:	0

3103 NO DRIVER'S LICENSE
Statute: 521.021

Totals for Offense

Number of Citations for Offense.....:	3
Number of Violations for Offense....:	3
Number of Citations to Juveniles....:	0
Number of Citations to Minors.....:	1

3263 FAIL TO DISPLAY DRIVER'S LICENSE
Statute: 521.025

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense....:	1
Number of Citations to Juveniles....:	0
Number of Citations to Minors.....:	0

3323 OPEN CONTAINER
Statute: 49.031 PC

Totals for Offense

Number of Citations for Offense.....:	2
Number of Violations for Offense....:	2
Number of Citations to Juveniles....:	0
Number of Citations to Minors.....:	0

3333 VIOLATE PROMISE TO APPEAR
Statute: 543.009

Totals for Offense

Number of Citations for Offense.....:	7
Number of Violations for Offense....:	7
Number of Citations to Juveniles....:	0
Number of Citations to Minors.....:	0

3586 SPEEDING > 10% ABOVE POSTED LIMIT
Statute: TRC 708.052

Totals for Offense

Number of Citations for Offense.....:	3
Number of Violations for Offense.....:	3
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3596 SPEEDING IN A SCHOOL ZONE
Statute: TRC 541.302

Totals for Offense

Number of Citations for Offense.....:	4
Number of Violations for Offense.....:	4
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3656 EXPIRED REGISTRATION
Statute: 502.407

Totals for Offense

Number of Citations for Offense.....:	6
Number of Violations for Offense.....:	6
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

1100B ASSAULT FAMILY VIOLENCE
Statute: 22.01 PC

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

Totals for Offense Level

Total Citations for Offense Level...:	52
Total Violations for Offense Level...:	56

Item 11.

Total Citations to Juveniles.....:	0
Total Citations to Minors.....:	4
Grand Totals	
Total Number of Citations.....:	52
Total Number of Violations.....:	56
Total Number of Citations Juveniles.:	0
Total Number of Citations Minors....:	4
Total Number of Offenses	

Item 11.

Beginning Citation Date.....: 09/01/2022
Ending Citation Date.....: 09/30/2022
Type of Citation.....: Regular
Type of Offense.....: Include: All
Agency.....: Include: All
Specific Offenses.....: Include: All
Entered By.....: Include: All
Summary or Detail.....: Summary
Sort By.....: Offense Code
Print Def. Name.....: No
Inc Park w/o Name.....: No
Total by Race/Sex.....: No

1140 FAILURE TO APPEAR/BAIL JUMPING
Statute: PENAL CODE 38.10(e)

Item 11.

Totals for Offense

Number of Citations for Offense.....:	8
Number of Violations for Offense.....:	8
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

2100 POSSESSION OF DRUG PARAPHERNALIA
Statute: 481.125 H&S Code

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

2101 MINOR IN POSSESSION OF TOBACCO
Statute: 161.252 HSC

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	1

3001 SPEEDING
Statute: 541.201

Totals for Offense

Number of Citations for Offense.....:	14
Number of Violations for Offense.....:	14
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	3

3006 RAN STOP SIGN
Statute: 545.151

Totals for Offense

Number of Citations for Offense.....:	2
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Number of Violations for Offense....:	2
Number of Citations to Juveniles....:	0
Number of Citations to Minors.....:	0

3007 RAN RED LIGHT
Statute: 544.007

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3049 FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY
Statute: 601.191

Totals for Offense

Number of Citations for Offense.....:	6
Number of Violations for Offense.....:	6
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	1

3050 FAIL TO CONTROL SPEED
Statute: 545.351

Totals for Offense

Number of Citations for Offense.....:	2
Number of Violations for Offense.....:	2
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3101 DRIVING WHILE LICENSE INVALID
Statute: 521.457

Totals for Offense

Number of Citations for Offense.....:	2
Number of Violations for Offense.....:	2
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3103 NO DRIVER'S LICENSE
Statute: 521.021

Item 11.

Totals for Offense

Number of Citations for Offense.....:	4
Number of Violations for Offense.....:	4
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	1

3259 EXPIRED DRIVER LICENSE
Statute: 521.021

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3263 FAIL TO DISPLAY DRIVER'S LICENSE
Statute: 521.025

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3323 OPEN CONTAINER
Statute: 49.031 PC

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3333 VIOLATE PROMISE TO APPEAR
Statute: 543.009

Totals for Offense

Number of Citations for Offense.....:	5
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Number of Violations for Offense....:	5
Number of Citations to Juveniles....:	0
Number of Citations to Minors.....:	0

3596 SPEEDING IN A SCHOOL ZONE
Statute: TRC 541.302

Totals for Offense

Number of Citations for Offense.....:	22
Number of Violations for Offense.....:	22
Number of Citations to Juveniles.....:	2
Number of Citations to Minors.....:	0

3628 USE EQUIPMENT NOT APPROVED/WINDOW TINT
Statute: 547.101

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3656 EXPIRED REGISTRATION
Statute: 502.407

Totals for Offense

Number of Citations for Offense.....:	11
Number of Violations for Offense.....:	11
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

4327 VIOLATION OF CITY ORDINANCE - UNSIGHTLY AND OBJECTIONABLE MATTER
Statute: 92.03

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

Item 11.

Totals for Offense Level

Total Citations for Offense Level...:	75
Total Violations for Offense Level...:	84
Total Citations to Juveniles.....:	2
Total Citations to Minors.....:	4

Grand Totals

Total Number of Citations.....:	75
Total Number of Violations.....:	84
Total Number of Citations Juveniles.:	2
Total Number of Citations Minors.....:	6
Total Number of Offenses	

Item 11.

Beginning Citation Date.....: 10/01/2022
Ending Citation Date.....: 10/31/2022
Type of Citation.....: Regular
Type of Offense.....: Include: All
Agency.....: Include: All
Specific Offenses.....: Include: All
Entered By.....: Include: All
Summary or Detail.....: Summary
Sort By.....: Offense Code
Print Def. Name.....: No
Inc Park w/o Name.....: No
Total by Race/Sex.....: No

1020 THEFT

Statute: PENAL CODE 31.03(e) (1)

Item 11.

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

1140 FAILURE TO APPEAR/BAIL JUMPING

Statute: PENAL CODE 38.10(e)

Totals for Offense

Number of Citations for Offense.....:	16
Number of Violations for Offense.....:	19
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

2100 POSSESSION OF DRUG PARAPHERNALIA

Statute: 481.125 H&S Code

Totals for Offense

Number of Citations for Offense.....:	3
Number of Violations for Offense.....:	3
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

2101 MINOR IN POSSESSION OF TOBACCO

Statute: 161.252 HSC

Totals for Offense

Number of Citations for Offense.....:	2
Number of Violations for Offense.....:	2
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	2

3001 SPEEDING

Statute: 541.201

Totals for Offense

Number of Citations for Offense.....:	8
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Item 11.

Number of Violations for Offense....:	8
Number of Citations to Juveniles....:	0
Number of Citations to Minors.....:	0

3049 FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY
Statute: 601.191

Totals for Offense

Number of Citations for Offense.....:	4
Number of Violations for Offense....:	4
Number of Citations to Juveniles....:	0
Number of Citations to Minors.....:	0

3070 FAILED TO DRIVE IN A SINGLE LANE
Statute: 545.060

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense....:	1
Number of Citations to Juveniles....:	0
Number of Citations to Minors.....:	0

3101 DRIVING WHILE LICENSE INVALID
Statute: 521.457

Totals for Offense

Number of Citations for Offense.....:	2
Number of Violations for Offense....:	2
Number of Citations to Juveniles....:	0
Number of Citations to Minors.....:	1

3103 NO DRIVER'S LICENSE
Statute: 521.021

Totals for Offense

Number of Citations for Offense.....:	2
Number of Violations for Offense....:	2
Number of Citations to Juveniles....:	0
Number of Citations to Minors.....:	1

Item 11.

3259 EXPIRED DRIVER LICENSE
Statute: 521.021

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3323 OPEN CONTAINER
Statute: 49.031 PC

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3333 VIOLATE PROMISE TO APPEAR
Statute: 543.009

Totals for Offense

Number of Citations for Offense.....:	8
Number of Violations for Offense.....:	8
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3505 NO HEADLAMP ON BICYCLE WHEN REQUIRED
Statute: 551.104 TC

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3596 SPEEDING IN A SCHOOL ZONE
Statute: TRC 541.302

Totals for Offense

Number of Citations for Offense.....:	16
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Item 11.

Number of Violations for Offense....:	16
Number of Citations to Juveniles....:	0
Number of Citations to Minors.....:	2

3656 EXPIRED REGISTRATION
Statute: 502.407

Totals for Offense

Number of Citations for Offense.....:	13
Number of Violations for Offense....:	13
Number of Citations to Juveniles....:	0
Number of Citations to Minors.....:	0

3800 MINOR IN POSSESSION OF ALCOHOL
Statute:

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense....:	1
Number of Citations to Juveniles....:	0
Number of Citations to Minors.....:	1

3803 CONSUMPTION OF ALCOHOL BY MINOR
Statute:

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense....:	1
Number of Citations to Juveniles....:	0
Number of Citations to Minors.....:	1

3096A FAILED TO SIGNAL TURN
Statute: 545.103

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense....:	1
Number of Citations to Juveniles....:	0
Number of Citations to Minors.....:	1

Item 11.

Totals for Offense Level

Total Citations for Offense Level...:	72
Total Violations for Offense Level...:	85
Total Citations to Juveniles.....:	0

Total Citations to Minors.....:	6

Grand Totals

Total Number of Citations.....:	72
Total Number of Violations.....:	85
Total Number of Citations Juveniles.:	0
Total Number of Citations Minors.....:	9
Total Number of Offenses	

Item 11.

Beginning Citation Date.....: 11/01/2022
Ending Citation Date.....: 11/30/2022
Type of Citation.....: Regular
Type of Offense.....: Include: All
Agency.....: Include: All
Specific Offenses.....: Include: All
Entered By.....: Include: All
Summary or Detail.....: Summary
Sort By.....: Offense Code
Print Def. Name.....: No
Inc Park w/o Name.....: No
Total by Race/Sex.....: No

Item 11.

1140 FAILURE TO APPEAR/BAIL JUMPING
Statute: PENAL CODE 38.10(e)

Totals for Offense

Number of Citations for Offense.....:	4
Number of Violations for Offense.....:	4
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

2100 POSSESSION OF DRUG PARAPHERNALIA
Statute: 481.125 H&S Code

Totals for Offense

Number of Citations for Offense.....:	5
Number of Violations for Offense.....:	5
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	3

2101 MINOR IN POSSESSION OF TOBACCO
Statute: 161.252 HSC

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	1

3001 SPEEDING
Statute: 541.201

Totals for Offense

Number of Citations for Offense.....:	8
Number of Violations for Offense.....:	8
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3006 RAN STOP SIGN
Statute: 545.151

Totals for Offense

Number of Citations for Offense.....:	2
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Item 11.

Number of Violations for Offense....:	2
Number of Citations to Juveniles....:	0
Number of Citations to Minors.....:	1

3049 FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY
Statute: 601.191

Totals for Offense

Number of Citations for Offense.....:	6
Number of Violations for Offense....:	6
Number of Citations to Juveniles....:	0
Number of Citations to Minors.....:	1

3070 FAILED TO DRIVE IN A SINGLE LANE
Statute: 545.060

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense....:	1
Number of Citations to Juveniles....:	0
Number of Citations to Minors.....:	0

3101 DRIVING WHILE LICENSE INVALID
Statute: 521.457

Totals for Offense

Number of Citations for Offense.....:	2
Number of Violations for Offense....:	2
Number of Citations to Juveniles....:	0
Number of Citations to Minors.....:	0

3103 NO DRIVER'S LICENSE
Statute: 521.021

Totals for Offense

Number of Citations for Offense.....:	2
Number of Violations for Offense....:	2
Number of Citations to Juveniles....:	0
Number of Citations to Minors.....:	0

3106 VIOLATE DL RESTRICTION
Statute: 521.253

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3259 EXPIRED DRIVER LICENSE
Statute: 521.021

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3323 OPEN CONTAINER
Statute: 49.031 PC

Totals for Offense

Number of Citations for Offense.....:	2
Number of Violations for Offense.....:	2
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3586 SPEEDING > 10% ABOVE POSTED LIMIT
Statute: TRC 708.052

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	1

3596 SPEEDING IN A SCHOOL ZONE
Statute: TRC 541.302

Totals for Offense

Number of Citations for Offense.....:	6
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Item 11.

Number of Violations for Offense....:	6
Number of Citations to Juveniles....:	0
Number of Citations to Minors.....:	0

3656 EXPIRED REGISTRATION
Statute: 502.407

Totals for Offense

Number of Citations for Offense.....:	7
Number of Violations for Offense.....:	7
Number of Citations to Juveniles....:	0
Number of Citations to Minors.....:	0

3803 CONSUMPTION OF ALCOHOL BY MINOR
Statute:

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles....:	0
Number of Citations to Minors.....:	1

Totals for Offense Level

Total Citations for Offense Level...:	42
Total Violations for Offense Level...:	50
Total Citations to Juveniles.....:	0
Total Citations to Minors.....:	7

Grand Totals

Total Number of Citations.....:	42
Total Number of Violations.....:	50
Total Number of Citations Juveniles.:	0
Total Number of Citations Minors....:	8
Total Number of Offenses	

Item 11.

Beginning Citation Date.....: 12/01/2022
Ending Citation Date.....: 12/31/2022
Type of Citation.....: Regular
Type of Offense.....: Include: All
Agency.....: Include: All
Specific Offenses.....: Include: All
Entered By.....: Include: All
Summary or Detail.....: Summary
Sort By.....: Offense Code
Print Def. Name.....: No
Inc Park w/o Name.....: No
Total by Race/Sex.....: No

Item 11.

2100 POSSESSION OF DRUG PARAPHERNALIA
Statute: 481.125 H&S Code

Totals for Offense

Number of Citations for Offense.....:	3
Number of Violations for Offense.....:	3
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3001 SPEEDING
Statute: 541.201

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3049 FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY
Statute: 601.191

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3101 DRIVING WHILE LICENSE INVALID
Statute: 521.457

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3103 NO DRIVER'S LICENSE
Statute: 521.021

Totals for Offense

Number of Citations for Offense.....:	1
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Item 11.

Number of Violations for Offense....: 1
Number of Citations to Juveniles....: 1
Number of Citations to Minors.....: 0

3323 OPEN CONTAINER
Statute: 49.031 PC

Totals for Offense

Number of Citations for Offense.....: 1
Number of Violations for Offense.....: 1
Number of Citations to Juveniles.....: 0
Number of Citations to Minors.....: 0

3656 EXPIRED REGISTRATION
Statute: 502.407

Totals for Offense

Number of Citations for Offense.....: 3
Number of Violations for Offense.....: 3
Number of Citations to Juveniles.....: 0
Number of Citations to Minors.....: 1

3657 DISPLAY FICTITIOUS LICENSE PLATE
Statute: 502.409 / 502.475

Totals for Offense

Number of Citations for Offense.....: 1
Number of Violations for Offense.....: 1
Number of Citations to Juveniles.....: 0
Number of Citations to Minors.....: 0

Totals for Offense Level

Total Citations for Offense Level...: 10
Total Violations for Offense Level...: 12
Total Citations to Juveniles.....: 1
Total Citations to Minors.....: 1

Grand Totals

Total Number of Citations.....: 10

Item 11.

Total Number of Violations.....:	12
Total Number of Citations Juveniles.:	1
Total Number of Citations Minors.....:	1
Total Number of Offenses	

Item 11.

Beginning Citation Date.....: 01/01/2023
Ending Citation Date.....: 01/31/2023
Type of Citation.....: Regular
Type of Offense.....: Include: All
Agency.....: Include: All
Specific Offenses.....: Include: All
Entered By.....: Include: All
Summary or Detail.....: Summary
Sort By.....: Offense Code
Print Def. Name.....: No
Inc Park w/o Name.....: No
Total by Race/Sex.....: No

2100 POSSESSION OF DRUG PARAPHERNALIA
Statute: 481.125 H&S Code

Item 11.

Totals for Offense

Number of Citations for Offense.....:	4
Number of Violations for Offense.....:	4
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	1

3001 SPEEDING
Statute: 541.201

Totals for Offense

Number of Citations for Offense.....:	3
Number of Violations for Offense.....:	3
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3049 FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY
Statute: 601.191

Totals for Offense

Number of Citations for Offense.....:	2
Number of Violations for Offense.....:	2
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3097 FAILED TO SIGNAL INTENT TO TURN
Statute:

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3101 DRIVING WHILE LICENSE INVALID
Statute: 521.457

Totals for Offense

Number of Citations for Offense.....:	1
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Item 11.

Number of Violations for Offense....:	1
Number of Citations to Juveniles....:	0
Number of Citations to Minors.....:	0

3103 NO DRIVER'S LICENSE
Statute: 521.021

Totals for Offense

Number of Citations for Offense.....:	2
Number of Violations for Offense....:	2
Number of Citations to Juveniles....:	0
Number of Citations to Minors.....:	0

3323 OPEN CONTAINER
Statute: 49.031 PC

Totals for Offense

Number of Citations for Offense.....:	2
Number of Violations for Offense....:	2
Number of Citations to Juveniles....:	0
Number of Citations to Minors.....:	0

3333 VIOLATE PROMISE TO APPEAR
Statute: 543.009

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense....:	1
Number of Citations to Juveniles....:	0
Number of Citations to Minors.....:	0

3596 SPEEDING IN A SCHOOL ZONE
Statute: TRC 541.302

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense....:	1
Number of Citations to Juveniles....:	0
Number of Citations to Minors.....:	0

3656 EXPIRED REGISTRATION
Statute: 502.407

Item 11.

Totals for Offense

Number of Citations for Offense.....:	3
Number of Violations for Offense.....:	3
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3657 DISPLAY FICTITIOUS LICENSE PLATE
Statute: 502.409 / 502.475

Totals for Offense

Number of Citations for Offense.....:	2
Number of Violations for Offense.....:	2
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

4303 VIOLATION OF CITY ORDINANCE - ANIMAL AT LARGE
Statute:

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

Totals for Offense Level

Total Citations for Offense Level...:	17
Total Violations for Offense Level...:	23
Total Citations to Juveniles.....:	0
Total Citations to Minors.....:	1

Grand Totals

Total Number of Citations.....:	17
Total Number of Violations.....:	23
Total Number of Citations Juveniles.:	0
Total Number of Citations Minors.....:	1

Total Number of Offenses

Item 11.

Item 11.

Beginning Citation Date.....: 02/01/2023
Ending Citation Date.....: 02/28/2023
Type of Citation.....: Regular
Type of Offense.....: Include: All
Agency.....: Include: All
Specific Offenses.....: Include: All
Entered By.....: Include: All
Summary or Detail.....: Summary
Sort By.....: Offense Code
Print Def. Name.....: No
Inc Park w/o Name.....: No
Total by Race/Sex.....: No

1140 FAILURE TO APPEAR/BAIL JUMPING
Statute: PENAL CODE 38.10(e)

Item 11.

Totals for Offense

Number of Citations for Offense.....:	8
Number of Violations for Offense.....:	11
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	1

2100 POSSESSION OF DRUG PARAPHERNALIA
Statute: 481.125 H&S Code

Totals for Offense

Number of Citations for Offense.....:	4
Number of Violations for Offense.....:	4
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	1

3001 SPEEDING
Statute: 541.201

Totals for Offense

Number of Citations for Offense.....:	3
Number of Violations for Offense.....:	3
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3049 FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY
Statute: 601.191

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3101 DRIVING WHILE LICENSE INVALID
Statute: 521.457

Totals for Offense

Number of Citations for Offense.....:	2
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Item 11.

Number of Violations for Offense....: 2
Number of Citations to Juveniles....: 0
Number of Citations to Minors.....: 0

3333 VIOLATE PROMISE TO APPEAR
Statute: 543.009

Totals for Offense

Number of Citations for Offense.....: 6
Number of Violations for Offense.....: 7
Number of Citations to Juveniles.....: 0
Number of Citations to Minors.....: 0

3596 SPEEDING IN A SCHOOL ZONE
Statute: TRC 541.302

Totals for Offense

Number of Citations for Offense.....: 3
Number of Violations for Offense.....: 3
Number of Citations to Juveniles.....: 0
Number of Citations to Minors.....: 0

4303 VIOLATION OF CITY ORDINANCE - ANIMAL AT LARGE
Statute:

Totals for Offense

Number of Citations for Offense.....: 1
Number of Violations for Offense.....: 1
Number of Citations to Juveniles.....: 0
Number of Citations to Minors.....: 0

Totals for Offense Level

Total Citations for Offense Level...: 27
Total Violations for Offense Level...: 32
Total Citations to Juveniles.....: 0
Total Citations to Minors.....: 2

Grand Totals

Total Number of Citations.....: 27

Item 11.

Total Number of Violations.....: 32
Total Number of Citations Juveniles.: 0
Total Number of Citations Minors.....: 2
Total Number of Offenses

Item 11.

Beginning Citation Date.....: 03/01/2023
Ending Citation Date.....: 03/31/2023
Type of Citation.....: Regular
Type of Offense.....: Include: All
Agency.....: Include: All
Specific Offenses.....: Include: All
Entered By.....: Include: All
Summary or Detail.....: Summary
Sort By.....: Offense Code
Print Def. Name.....: No
Inc Park w/o Name.....: No
Total by Race/Sex.....: No

1020 THEFT
Statute: PENAL CODE 31.03(e) (1)

Item 11.

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	1

1060 ISSUANCE OF BAD CHECK
Statute: PENAL CODE 32.41

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	2
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	1

1140 FAILURE TO APPEAR/BAIL JUMPING
Statute: PENAL CODE 38.10(e)

Totals for Offense

Number of Citations for Offense.....:	13
Number of Violations for Offense.....:	18
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

2100 POSSESSION OF DRUG PARAPHERNALIA
Statute: 481.125 H&S Code

Totals for Offense

Number of Citations for Offense.....:	2
Number of Violations for Offense.....:	2
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3001 SPEEDING
Statute: 541.201

Totals for Offense

Number of Citations for Offense.....:	2
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Item 11.

Number of Violations for Offense....:	2
Number of Citations to Juveniles....:	0
Number of Citations to Minors.....:	1

3025 FAIL TO MAINTAIN FINANCIAL RESP./SUBSEQUENT OFFENSE
Statute: 601.191

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3049 FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY
Statute: 601.191

Totals for Offense

Number of Citations for Offense.....:	2
Number of Violations for Offense.....:	2
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3101 DRIVING WHILE LICENSE INVALID
Statute: 521.457

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3333 VIOLATE PROMISE TO APPEAR
Statute: 543.009

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3596 SPEEDING IN A SCHOOL ZONE
Statute: TRC 541.302

Item 11.

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3656 EXPIRED REGISTRATION
Statute: 502.407

Totals for Offense

Number of Citations for Offense.....:	2
Number of Violations for Offense.....:	2
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

4303 VIOLATION OF CITY ORDINANCE - ANIMAL AT LARGE
Statute:

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

4326 VIOLATION OF CITY ORDINANCE - SANITARY CONDITIONS
Statute:

Totals for Offense

Number of Citations for Offense.....:	2
Number of Violations for Offense.....:	2
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

Totals for Offense Level

Total Citations for Offense Level...:	28
Total Violations for Offense Level...:	36

Item 11.

Total Citations to Juveniles.....: 0Total Citations to Minors.....: 3

Grand Totals

Total Number of Citations.....: 28

Total Number of Violations.....: 36

Total Number of Citations Juveniles.: 0

Total Number of Citations Minors....: 3

Total Number of Offenses

Item 11.

Beginning Citation Date.....: 04/01/2023
Ending Citation Date.....: 04/30/2023
Type of Citation.....: Regular
Type of Offense.....: Include: All
Agency.....: Include: All
Specific Offenses.....: Include: All
Entered By.....: Include: All
Summary or Detail.....: Summary
Sort By.....: Offense Code
Print Def. Name.....: No
Inc Park w/o Name.....: No
Total by Race/Sex.....: No

1140 FAILURE TO APPEAR/BAIL JUMPING
Statute: PENAL CODE 38.10(e)

Item 11.

Totals for Offense

Number of Citations for Offense.....:	7
Number of Violations for Offense.....:	9
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

2100 POSSESSION OF DRUG PARAPHERNALIA
Statute: 481.125 H&S Code

Totals for Offense

Number of Citations for Offense.....:	3
Number of Violations for Offense.....:	3
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3001 SPEEDING
Statute: 541.201

Totals for Offense

Number of Citations for Offense.....:	2
Number of Violations for Offense.....:	2
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	2

3032 NO SEAT BELT - DRIVER
Statute: 545.413

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3049 FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY
Statute: 601.191

Totals for Offense

Number of Citations for Offense.....:	6
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Item 11.

Number of Violations for Offense....:	6
Number of Citations to Juveniles....:	1
Number of Citations to Minors.....:	0

3103 NO DRIVER'S LICENSE
Statute: 521.021

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	1
Number of Citations to Minors.....:	0

3170 DEFECTIVE STOP LAMP(S)
Statute: 547.323

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3259 EXPIRED DRIVER LICENSE
Statute: 521.021

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3333 VIOLATE PROMISE TO APPEAR
Statute: 543.009

Totals for Offense

Number of Citations for Offense.....:	3
Number of Violations for Offense.....:	4
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3596 SPEEDING IN A SCHOOL ZONE
Statute: TRC 541.302

Totals for Offense

Number of Citations for Offense.....:	7
Number of Violations for Offense.....:	7
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3656 EXPIRED REGISTRATION
Statute: 502.407

Totals for Offense

Number of Citations for Offense.....:	4
Number of Violations for Offense.....:	4
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3657 DISPLAY FICTITIOUS LICENSE PLATE
Statute: 502.409 / 502.475

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3667 OPERATE MOTOR VEHICLE WITHOUT LICENSE PLATES OR WITH ONE LICENSE PLATE
Statute: 504.943

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

Totals for Offense Level

Total Citations for Offense Level...:	31
Total Violations for Offense Level...:	41

Item 11.

Total Citations to Juveniles.....: 1Total Citations to Minors.....: 2

Grand Totals

Total Number of Citations.....: 31

Total Number of Violations.....: 41

Total Number of Citations Juveniles.: 2

Total Number of Citations Minors....: 2

Total Number of Offenses

Item 11.

Beginning Citation Date.....: 05/01/2023
Ending Citation Date.....: 05/31/2023
Type of Citation.....: Regular
Type of Offense.....: Include: All
Agency.....: Include: All
Specific Offenses.....: Include: All
Entered By.....: Include: All
Summary or Detail.....: Summary
Sort By.....: Offense Code
Print Def. Name.....: No
Inc Park w/o Name.....: No
Total by Race/Sex.....: No

2100 POSSESSION OF DRUG PARAPHERNALIA
Statute: 481.125 H&S Code

Item 11.

Totals for Offense

Number of Citations for Offense.....:	3
Number of Violations for Offense.....:	3
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	1

3001 SPEEDING
Statute: 541.201

Totals for Offense

Number of Citations for Offense.....:	3
Number of Violations for Offense.....:	3
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	1

3049 FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY
Statute: 601.191

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3052 FAILED TO YIELD ROW TO VEHICLE IN INTERSECTION
Statute: 545.153

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	1
Number of Citations to Minors.....:	0

3101 DRIVING WHILE LICENSE INVALID
Statute: 521.457

Totals for Offense

Number of Citations for Offense.....:	2
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Item 11.

Number of Violations for Offense....: 2
Number of Citations to Juveniles....: 0
Number of Citations to Minors.....: 0

3103 NO DRIVER'S LICENSE
Statute: 521.021

Totals for Offense

Number of Citations for Offense.....: 2
Number of Violations for Offense.....: 2
Number of Citations to Juveniles.....: 1
Number of Citations to Minors.....: 0

3213 DEFECTIVE EQUIPMENT
Statute: 547.406

Totals for Offense

Number of Citations for Offense.....: 1
Number of Violations for Offense.....: 1
Number of Citations to Juveniles.....: 0
Number of Citations to Minors.....: 0

3259 EXPIRED DRIVER LICENSE
Statute: 521.021

Totals for Offense

Number of Citations for Offense.....: 1
Number of Violations for Offense.....: 1
Number of Citations to Juveniles.....: 0
Number of Citations to Minors.....: 0

3323 OPEN CONTAINER
Statute: 49.031 PC

Totals for Offense

Number of Citations for Offense.....: 2
Number of Violations for Offense.....: 2
Number of Citations to Juveniles.....: 0
Number of Citations to Minors.....: 2

3656 EXPIRED REGISTRATION
Statute: 502.407

Item 11.

Totals for Offense

Number of Citations for Offense.....:	3
Number of Violations for Offense.....:	3
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3800 MINOR IN POSSESSION OF ALCOHOL
Statute:

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	1

3803 CONSUMPTION OF ALCOHOL BY MINOR
Statute:

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	1

4318 VIOLATION OF CITY ORDINANCE - ILLEGAL DUMPING
Statute: 105.92

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

Totals for Offense Level

Total Citations for Offense Level...:	14
Total Violations for Offense Level...:	22

Item 11.

Total Citations to Juveniles.....: 1Total Citations to Minors.....: 3

Grand Totals

Total Number of Citations.....: 14

Total Number of Violations.....: 22

Total Number of Citations Juveniles.: 2

Total Number of Citations Minors....: 6

Total Number of Offenses

Item 11.

Beginning Citation Date.....: 06/01/2023
Ending Citation Date.....: 06/30/2023
Type of Citation.....: Regular
Type of Offense.....: Include: All
Agency.....: Include: All
Specific Offenses.....: Include: All
Entered By.....: Include: All
Summary or Detail.....: Summary
Sort By.....: Offense Code
Print Def. Name.....: No
Inc Park w/o Name.....: No
Total by Race/Sex.....: No

1020 THEFT

Statute: PENAL CODE 31.03(e) (1)

Item 11.

Totals for Offense

Number of Citations for Offense.....:	4
Number of Violations for Offense.....:	4
Number of Citations to Juveniles.....:	2
Number of Citations to Minors.....:	1

1140 FAILURE TO APPEAR/BAIL JUMPING

Statute: PENAL CODE 38.10(e)

Totals for Offense

Number of Citations for Offense.....:	7
Number of Violations for Offense.....:	8
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	3

2100 POSSESSION OF DRUG PARAPHERNALIA

Statute: 481.125 H&S Code

Totals for Offense

Number of Citations for Offense.....:	2
Number of Violations for Offense.....:	2
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	1

2101 MINOR IN POSSESSION OF TOBACCO

Statute: 161.252 HSC

Totals for Offense

Number of Citations for Offense.....:	2
Number of Violations for Offense.....:	2
Number of Citations to Juveniles.....:	2
Number of Citations to Minors.....:	0

3001 SPEEDING

Statute: 541.201

Totals for Offense

Number of Citations for Offense.....:	16
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Item 11.

Number of Violations for Offense....:	16
Number of Citations to Juveniles....:	1
Number of Citations to Minors.....:	0

3049 FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY
Statute: 601.191

Totals for Offense

Number of Citations for Offense.....:	2
Number of Violations for Offense.....:	2
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3053 FAILED TO YIELD AT YIELD INTERSECTION
Statute: 545.151

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	1

3097 FAILED TO SIGNAL INTENT TO TURN
Statute:

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3101 DRIVING WHILE LICENSE INVALID
Statute: 521.457

Totals for Offense

Number of Citations for Offense.....:	3
Number of Violations for Offense.....:	3
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	1

3103 NO DRIVER'S LICENSE
Statute: 521.021

Item 11.

Totals for Offense

Number of Citations for Offense.....:	2
Number of Violations for Offense.....:	2
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3323 OPEN CONTAINER
Statute: 49.031 PC

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3333 VIOLATE PROMISE TO APPEAR
Statute: 543.009

Totals for Offense

Number of Citations for Offense.....:	4
Number of Violations for Offense.....:	6
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3364 PARENT/GUARDIAN PERMITTED UNLICENSED MINOR TO DRIVE
Statute: 521.458

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	1

3656 EXPIRED REGISTRATION
Statute: 502.407

Totals for Offense

Number of Citations for Offense.....:	9
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Item 11.

Number of Violations for Offense....: 9
Number of Citations to Juveniles....: 0
Number of Citations to Minors.....: 2

3657 DISPLAY FICTITIOUS LICENSE PLATE
Statute: 502.409 / 502.475

Totals for Offense

Number of Citations for Offense.....: 1
Number of Violations for Offense.....: 1
Number of Citations to Juveniles.....: 0
Number of Citations to Minors.....: 1

4318 VIOLATION OF CITY ORDINANCE - ILLEGAL DUMPING
Statute: 105.92

Totals for Offense

Number of Citations for Offense.....: 1
Number of Violations for Offense.....: 1
Number of Citations to Juveniles.....: 0
Number of Citations to Minors.....: 0

Totals for Offense Level

Total Citations for Offense Level...: 50
Total Violations for Offense Level...: 60
Total Citations to Juveniles.....: 5
Total Citations to Minors.....: 7

Grand Totals

Total Number of Citations.....: 50
Total Number of Violations.....: 60
Total Number of Citations Juveniles.: 5
Total Number of Citations Minors....: 11
Total Number of Offenses

Item 11.

Beginning Citation Date.....: 07/01/2023
Ending Citation Date.....: 07/31/2023
Type of Citation.....: Regular
Type of Offense.....: Include: All
Agency.....: Include: All
Specific Offenses.....: Include: All
Entered By.....: Include: All
Summary or Detail.....: Summary
Sort By.....: Offense Code
Print Def. Name.....: No
Inc Park w/o Name.....: No
Total by Race/Sex.....: No

1140 FAILURE TO APPEAR/BAIL JUMPING
Statute: PENAL CODE 38.10(e)

Item 11.

Totals for Offense

Number of Citations for Offense.....:	10
Number of Violations for Offense.....:	11
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	1

2100 POSSESSION OF DRUG PARAPHERNALIA
Statute: 481.125 H&S Code

Totals for Offense

Number of Citations for Offense.....:	5
Number of Violations for Offense.....:	5
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	1

2101 MINOR IN POSSESSION OF TOBACCO
Statute: 161.252 HSC

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	1

3001 SPEEDING
Statute: 541.201

Totals for Offense

Number of Citations for Offense.....:	32
Number of Violations for Offense.....:	32
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	3

3006 RAN STOP SIGN
Statute: 545.151

Totals for Offense

Number of Citations for Offense.....:	1
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Item 11.

Number of Violations for Offense.....: 1
Number of Citations to Juveniles.....: 0
Number of Citations to Minors.....: 0

3025 FAIL TO MAINTAIN FINANCIAL RESP./SUBSEQUENT OFFENSE
Statute: 601.191

Totals for Offense

Number of Citations for Offense.....: 2
Number of Violations for Offense.....: 2
Number of Citations to Juveniles.....: 0
Number of Citations to Minors.....: 0

3049 FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY
Statute: 601.191

Totals for Offense

Number of Citations for Offense.....: 2
Number of Violations for Offense.....: 2
Number of Citations to Juveniles.....: 0
Number of Citations to Minors.....: 0

3060 FAILED TO STOP AT DESIGNATED POINT (STOP SIGN)
Statute: 544.010

Totals for Offense

Number of Citations for Offense.....: 1
Number of Violations for Offense.....: 1
Number of Citations to Juveniles.....: 0
Number of Citations to Minors.....: 0

3101 DRIVING WHILE LICENSE INVALID
Statute: 521.457

Totals for Offense

Number of Citations for Offense.....: 3
Number of Violations for Offense.....: 3
Number of Citations to Juveniles.....: 0
Number of Citations to Minors.....: 0

3103 NO DRIVER'S LICENSE
Statute: 521.021

Item 11.

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3259 EXPIRED DRIVER LICENSE
Statute: 521.021

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3323 OPEN CONTAINER
Statute: 49.031 PC

Totals for Offense

Number of Citations for Offense.....:	2
Number of Violations for Offense.....:	2
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3333 VIOLATE PROMISE TO APPEAR
Statute: 543.009

Totals for Offense

Number of Citations for Offense.....:	3
Number of Violations for Offense.....:	6
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	1

3506 NO RED REFLECTOR ON BICYCLE WHEN REQUIRED
Statute: 551.104 TC

Totals for Offense

Number of Citations for Offense.....:	1
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Item 11.

Number of Violations for Offense....:	1
Number of Citations to Juveniles....:	0
Number of Citations to Minors.....:	0

3656 EXPIRED REGISTRATION
Statute: 502.407

Totals for Offense

Number of Citations for Offense.....:	10
Number of Violations for Offense.....:	10
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	1

4327 VIOLATION OF CITY ORDINANCE - UNSIGHTLY AND OBJECTIONABLE MATTER
Statute: 92.03

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

6014 ELECTRONIC TRANSMISSION OF UNSOLICITED SEXUALLY EXPLICIT VISUAL MATERIAL
Statute: PC 21.19(B)

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3052A FAILED TO YIELD AT STOP INTERSECTION
Statute: 545.151

Totals for Offense

Number of Citations for Offense.....:	2
Number of Violations for Offense.....:	2
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

Item 11.

Totals for Offense Level

Total Citations for Offense Level...:	70
Total Violations for Offense Level..:	83
Total Citations to Juveniles.....:	0
Total Citations to Minors.....:	7

Grand Totals

Total Number of Citations.....:	70
Total Number of Violations.....:	83
Total Number of Citations Juveniles.:	0
Total Number of Citations Minors.....:	8
Total Number of Offenses	

Item 11.

Beginning Citation Date.....: 08/01/2023
Ending Citation Date.....: 08/29/2023
Type of Citation.....: Regular
Type of Offense.....: Include: All
Agency.....: Include: All
Specific Offenses.....: Include: All
Entered By.....: Include: All
Summary or Detail.....: Summary
Sort By.....: Offense Code
Print Def. Name.....: No
Inc Park w/o Name.....: No
Total by Race/Sex.....: No

1140 FAILURE TO APPEAR/BAIL JUMPING
Statute: PENAL CODE 38.10(e)

Item 11.

Totals for Offense

Number of Citations for Offense.....:	2
Number of Violations for Offense.....:	2
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

2090 SALE OF TOBACCO PRODUCTS TO A MINOR
Statute: HEALTH & SAFETY CODE 161.082

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	2
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3001 SPEEDING
Statute: 541.201

Totals for Offense

Number of Citations for Offense.....:	11
Number of Violations for Offense.....:	11
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	1

3006 RAN STOP SIGN
Statute: 545.151

Totals for Offense

Number of Citations for Offense.....:	3
Number of Violations for Offense.....:	3
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	1

3025 FAIL TO MAINTAIN FINANCIAL RESP./SUBSEQUENT OFFENSE
Statute: 601.191

Totals for Offense

Number of Citations for Offense.....:	1
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Number of Violations for Offense....:	1
Number of Citations to Juveniles....:	0
Number of Citations to Minors.....:	0

3049 FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY
Statute: 601.191

Totals for Offense

Number of Citations for Offense.....:	2
Number of Violations for Offense.....:	2
Number of Citations to Juveniles....:	0
Number of Citations to Minors.....:	0

3060 FAILED TO STOP AT DESIGNATED POINT (STOP SIGN)
Statute: 544.010

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles....:	0
Number of Citations to Minors.....:	0

3103 NO DRIVER'S LICENSE
Statute: 521.021

Totals for Offense

Number of Citations for Offense.....:	2
Number of Violations for Offense.....:	2
Number of Citations to Juveniles....:	0
Number of Citations to Minors.....:	0

3259 EXPIRED DRIVER LICENSE
Statute: 521.021

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles....:	0
Number of Citations to Minors.....:	0

3263 FAIL TO DISPLAY DRIVER'S LICENSE
Statute: 521.025

Item 11.

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3505 NO HEADLAMP ON BICYCLE WHEN REQUIRED
Statute: 551.104 TC

Totals for Offense

Number of Citations for Offense.....:	2
Number of Violations for Offense.....:	2
Number of Citations to Juveniles.....:	2
Number of Citations to Minors.....:	0

3506 NO RED REFLECTOR ON BICYCLE WHEN REQUIRED
Statute: 551.104 TC

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

3596 SPEEDING IN A SCHOOL ZONE
Statute: TRC 541.302

Totals for Offense

Number of Citations for Offense.....:	4
Number of Violations for Offense.....:	4
Number of Citations to Juveniles.....:	1
Number of Citations to Minors.....:	0

3656 EXPIRED REGISTRATION
Statute: 502.407

Totals for Offense

Number of Citations for Offense.....:	6
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Item 11.

Number of Violations for Offense....:	6
Number of Citations to Juveniles....:	0
Number of Citations to Minors.....:	1

4302 VIOLATION OF CITY ORDINANCE - HIGH GRASS AND WEEDS
Statute:

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense....:	1
Number of Citations to Juveniles....:	0
Number of Citations to Minors.....:	0

4327 VIOLATION OF CITY ORDINANCE - UNSIGHTLY AND OBJECTIONABLE MATTER
Statute: 92.03

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense....:	1
Number of Citations to Juveniles....:	0
Number of Citations to Minors.....:	0

4335 VIOLATION OF CITY ORDINANCE - CITY PARK CLOSED BETWEEN 12 - 5 AM
Statute:

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense....:	1
Number of Citations to Juveniles....:	0
Number of Citations to Minors.....:	0

1100B ASSAULT FAMILY VIOLENCE
Statute: 22.01 PC

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense....:	1
Number of Citations to Juveniles....:	0
Number of Citations to Minors.....:	0

3015F DROVE WRONG SIDE OF ROAD
Statute: 545.055

Item 11.

Totals for Offense

Number of Citations for Offense.....:	1
Number of Violations for Offense.....:	1
Number of Citations to Juveniles.....:	0
Number of Citations to Minors.....:	0

Totals for Offense Level

Total Citations for Offense Level...:	37
Total Violations for Offense Level...:	44
Total Citations to Juveniles.....:	3
Total Citations to Minors.....:	3

Grand Totals

Total Number of Citations.....:	37
Total Number of Violations.....:	44
Total Number of Citations Juveniles.:	3
Total Number of Citations Minors.....:	3
Total Number of Offenses	

Active Warrants

From 8/01/2022 to 8/31/2023

Item 11.

Name.....	Warrant #...	R/S	DOB.....	Issued....	Offense.....	
	E003540V -02			7-12-2023	VIOLATE PROMISE TO APPEAR	AW
	E003540F -03			7-12-2023	FAILURE TO APPEAR/BAIL JUMPING	AW
	E003540V -04			7-12-2023	VIOLATE PROMISE TO APPEAR	AW
	E003543V -02	W/M		7-12-2023	VIOLATE PROMISE TO APPEAR	AW
	E003543F -03			7-12-2023	FAILURE TO APPEAR/BAIL JUMPING	AW
	E003543F -04			7-12-2023	FAILURE TO APPEAR/BAIL JUMPING	AW
	E003461V -01	W/M		7-25-2023	VIOLATE PROMISE TO APPEAR	AW
	E003461F -02			7-25-2023	FAILURE TO APPEAR/BAIL JUMPING	AW
	E003816F -01	H/M		8-07-2023	FAILURE TO APPEAR/BAIL JUMPING	AW
	026583F -01	W/M		8-23-2023	FAILURE TO APPEAR/BAIL JUMPING	AW
	026651F -01	W/F		8-23-2023	FAILURE TO APPEAR/BAIL JUMPING	AW
	026721F -01	W/M		8-23-2023	FAILURE TO APPEAR/BAIL JUMPING	AW
	026802F -01	W/F		8-23-2023	FAILURE TO APPEAR/BAIL JUMPING	AW
	026977F -01	W/M		8-23-2023	FAILURE TO APPEAR/BAIL JUMPING	AW
	026977F -02			8-23-2023	FAILURE TO APPEAR/BAIL JUMPING	AW
	E003662F -01	W/M		8-23-2023	FAILURE TO APPEAR/BAIL JUMPING	AW
	E002800F -02	W/M		8-23-2023	FAILURE TO APPEAR/BAIL JUMPING	AW
	CT000296 -01	/		10-13-2022	ISSUANCE OF BAD CHECK	CP
	CT000296 -02			10-13-2022	ISSUANCE OF BAD CHECK	CP
	CT000323 -01			10-13-2022	ISSUANCE OF BAD CHECK	CP
	CT000324 -01			10-13-2022	ISSUANCE OF BAD CHECK	CP

Total # Warrants: 795 Total amount due: \$301,683.57

Active Warrants

From 1/01/1900 to 8/31/2023

Item 11.

Name.....	Warrant #...	R/S	DOB.....	Issued....	Offense.....	
[REDACTED]	CT001304 -01	B/M	[REDACTED]	4-29-2015	FAILURE TO APPEAR/BAIL JUMPING	AW
[REDACTED]	022635 -01	W/F	[REDACTED]	3-27-2019	POSSESSION OF DRUG PARAPHERNALIA	CP
[REDACTED]	024409 -01	W/F	[REDACTED]	10-18-2022	OPERATE UNREGISTERED MOTOR VEHICLE	AW
	024409 -02			10-18-2022	NO DRIVER'S LICENSE	AW
	024409V -01			10-18-2022	VIOLATE PROMISE TO APPEAR	AW
[REDACTED]	021450 -01	W/F	[REDACTED]	10-17-2022	EXPIRED DRIVER LICENSE	CP
	021450 -02			10-17-2022	FAIL TO MAINTAIN FINANCIAL RESPONSI	CP
[REDACTED]	026790 -01	W/M	[REDACTED]	10-12-2022	NO DRIVER'S LICENSE	AW
	026790V -01			10-12-2022	VIOLATE PROMISE TO APPEAR	AW
[REDACTED]	026343 -01	B/M	[REDACTED]	10-17-2022	SPEEDING > 10% ABOVE POSTED LIMIT	AW
	026343 -02			10-17-2022	FAIL TO MAINTAIN FINANCIAL RESPONSI	AW
	026343V -01			10-17-2022	VIOLATE PROMISE TO APPEAR	AW
[REDACTED]	026446 -01	W/M	[REDACTED]	10-18-2022	SPEEDING > 10% ABOVE POSTED LIMIT	AW
	026446V -01			10-18-2022	VIOLATE PROMISE TO APPEAR	AW

Total # Warrants: 1018 Total amount due: \$378,322.41

Community Center Rentals August 2022- August 2023

<u>DATE</u>	<u>EVENT TYPE</u>	<u>RENTAL AMT</u>	<u>CLEANING FEE</u>	<u>DEPOSIT AMT</u>
8/27/2022	60th Birthday Party	\$250.00	\$90.00	\$500.00
9/17/2022	Employee Rental		\$90.00	
9/24/2022	Family Reunion	\$250.00	\$90.00	\$500.00
10/1/2022	Birthday Party	\$250.00	\$90.00	\$500.00
10/8/2022	Birthday Dinner	\$250.00	\$90.00	\$500.00
10/22/2022	Annual Company Meeting	\$250.00	\$90.00	\$150.00
11/18/2022	Community Outreach/ Health Fair	\$135.00	\$90.00	\$100.00
11/24/2022	Family Thanksgiving Dinner	\$200.00	\$90.00	\$150.00
12/17/2022	89th Birthday Party	\$200.00	\$90.00	\$150.00
1/6/2023	Re Past	\$200.00	\$90.00	\$150.00
1/7/2023	Birthday Party	\$200.00	\$90.00	\$150.00
1/20/2023	Employee Rental		\$90.00	
1/28/2023	Employee Rental		\$90.00	
2/4/2023	Employee Rental		\$90.00	
2/10/2023	Pink Lady Luncheon	\$125.00	\$90.00	\$100.00
2/11/2023	Family Event	\$200.00	\$90.00	\$150.00
2/18/2023	Banquet	\$125.00	\$90.00	\$100.00
3/1/2023	County Meeting -FD		\$90.00	
3/25/2023	Baby Shower	\$200.00	\$90.00	\$150.00
4/8/2023	Re Past	\$200.00	\$90.00	\$150.00
5/11/2023	Chamber Banquet	\$125.00	\$90.00	\$100.00
5/14/2023	Employee Rental		\$90.00	
5/15/2023	Luncheon/ Awards	\$200.00	\$90.00	\$150.00
5/21/2023	Baby Shower	\$200.00	\$90.00	\$150.00
5/22/2023	Luncheon	\$200.00	\$90.00	\$150.00
5/27/2023	Graduation Gathering	\$200.00	\$90.00	\$150.00
5/30/2023	Employee Rental		\$90.00	
6/3/2023	Graduation Party	\$200.00	\$90.00	\$150.00
6/17/2023	Employee Rental		\$90.00	
6/24/2023	Family Reunion	\$200.00	\$90.00	\$150.00
7/8/2023	Celebration	\$200.00	\$90.00	\$150.00
7/15/2023	Family Reunion	\$200.00	\$90.00	\$150.00
7/22/2023	Class Reunion	\$200.00	\$90.00	\$150.00
7/29/2023	Family Reunion	\$200.00	\$90.00	\$150.00
8/5/2023	1st Birthday Party	\$200.00	\$90.00	\$150.00
8/12/2023	Birthday Party	\$200.00	\$90.00	\$150.00
8/19/2023	Wedding Anniversary	\$200.00	\$90.00	\$150.00
TOTALS		\$5,760.00	\$3,330.00	\$5,550.00

DEPOSIT RETAINAGE

\$156.02 Renter pd deposit retainage

Pd \$ 25.00 microphone fee

Pd \$ 25.00 microphone fee

\$150.00

Due to AC not working properly
approved per CM to move
rental to 10/12/2024

\$306.02

DRAFT

City of Sweeny, Texas



PROPOSED BUDGET FY2024

For the Fiscal Year Ending September 30, 2024

City of Sweeny

Fiscal Year (FY) 2023 - 2024

Budget Cover Page

Budget Adopted September ____, 2023

This budget will raise more revenue from property taxes than last year's budget by an amount of **\$151,896, which is a 10.65%** increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is **\$6,967**.

The members of the governing body voted on the budget as follows:

FOR:

AGAINST:

PRESENT and not voting:

Dusty Hopkins - Mayor

ABSENT:

Property Tax Rate Comparison

	2022-2023	2023-2024	PROPOSED M&O Rate: \$0.529475 Debt Rate: \$0.077683
Property Tax Rate PROPOSED:	0.730954 / 100	0.607158 / 100	Includes M&O + I&S rates
No-New Revenue Tax Rate (TOTAL):	0.652198 / 100	0.516525 / 100	0.6071580
No-New Revenue M&O Tax Rate:	0.599684 / 100	0.438842 / 100	0.4388420
Voter-Approval Tax Rate (TOTAL):	0.678441 / 100	0.607158 / 100	
De Minimis Rate (TOTAL):	0.910524 / 100	0.781558 / 100	
Debt Rate (INTEREST & SINKING ONLY):	0.052514 / 100	0.077683 / 100	

DEBT SERVICE EXPENDITURES						
Fund Code	Func. Code	Acct Code	Description	FY 2023 Adopted	FY 2023 Amend.	FY 2024 PROPOSED
		6500	DEBT SERVICE			
		6538	Certificate of Obligation 2011 (Principal)	\$ 72,000.00		79,994
		6539	Certificate of Obligation 2011 (Interest)	\$ 13,047.50		4,994
		6540	Certificate of Obligation 2012 (Principal)	\$ 70,000.00		85,989
		6541	Certificate of Obligation 2012 (Interest)	\$ 28,393.50		12,989
		6442	Certificate of Obligation 2017 (Principal)	\$ 50,000.00		91,500
		6543	Certificate of Obligation 2017 (Interest)	\$ 74,000.00		35,400
		6544	Certificate of Obligation 2019 (Principal)	\$ 160,000.00		232,125
		6545	Certificate of Obligation 2019 (Interest)	\$ 139,050.00		67,125
		6546	Limited Tax Note, Serices 2023 (Principal)			58,843
		6547	Limited Tax Note, Serices 2023 (Interest)			375,171
		TOTAL		\$ 606,491.00		1,044,130
		FUNCTION 40 EXPENDITURES - SPECIAL PROJECTS				
Fund Code	Func. Code	Acct Code	Description	FY 2023 Adopted	FY 2023 Amend.	FY 2024 PROPOSED
		6600	CAPITAL OUTLAY			
50	40	6651	Smart Meters (Principal)	\$ 34,557.73		35,646
50	40	6652	Smart Meters (Interest)	\$ 8,379.09		7,291
		TOTAL		\$ 42,936.82		42,937
		TOTAL DEBT SERVICE / LOAN EXPENDITURES		\$ 649,427.82		1,087,067
		DEBT SERVICE FUND REVENUE				
Fund Code	Func. Code	Acct Code	Description	FY 2023 Adopted	FY 2023 Amend.	FY 2024 PROPOSED
		5700	TRANSFERS FROM OTHER FUNDS			
			Transfer from General	\$ 148,804.36		141,507
		5750	Transfer from Enterprise	\$ 500,623.46		546,560
			Transfer from Sidewalk Fund	\$ -		283,000
			Transfer from Interest Earnings on Sidewalk Fund TexPool	\$ -		60,000
			Transfer from Infrastrcture Donations Fund	\$ -		56,000
		TOTAL		\$ 649,427.82		1,087,067
		TOTAL DEBT SERVICE / LOAN REVENUE		\$ 649,427.82		1,087,067
		GRAND TOTAL DEBT SERVICE / LOAN EXPENSE		\$ 649,427.82		1,087,067
		VARIANCE TOTAL DEBT SERVICE REVENUE / EXPENSE		\$ -		0

ENTERPRISE FUND -- FUNCTION 00 REVENUE						
Fund Code	Func Code	Acct Code	Description	FY 2023 Adopted	FY23 ACTUAL	FY 2023 Amend. FY 2024 PROPOSED
40	00	5400	CHARGES FOR SERVICES			
40	00	5450	Turn on / Reconnect Fee [CONNECTION FEES]	\$ 11,000.00		12,000
40	00	5460	Penalty - Late Payment	\$ 32,300.00		32,000
40	00	5470	Charged off Accounts Collected	\$ 720.00		300
		TOTAL		\$ 44,020.00		44,300
		5600	OTHER REVENUES			
40	00	5610	Interest Earning on Investments	\$ -		74,172
			Proceeds from Sale of Equipment & Miscellaneous			5,200
		TOTAL		\$ -		79,372
		5800	CHARGES FOR WATER AND SEWER			
40	00	5810	Water Sales	\$ 704,000.00		720,000
40	00	5816	Infrastructure Donations	\$ -		1,771
40	00	5820	Water Taps	\$ 800.00		400
40	00	5830	Sewer Sales	\$ 602,500.00		620,000
40	00	5840	Sewer Taps	\$ 1,200.00		400
		TOTAL		\$ 1,308,500.00		1,342,571
		5900	CHARGES FOR GAS SERVICES			
40	00	5910	Gas Sales	\$ 552,738.40		453,910
40	00	5920	Gas Taps	\$ 800.00		400
		TOTAL		\$ 553,538.40		454,310
		6000	TRANSFERS IN			
40	00	6002	From General Fund			28,277
						28,277
		TOTAL REVENUE		\$ 1,906,058.40		1,948,830

FUNCTION 11 EXPENDITURES - WATER, SEWER AND GAS						
Fund Code	Func Code	Acct Code	Description	FY 2023 Adopted	FY23 Actual	FY 2023 Amend. FY 2024 PROPOSED
		6100	PERSONNEL SERVICES			
50	11	6111	Administration Salaries	\$ 47,975.00		146,120
50	11	6112	Office Salaries	\$ 107,326.86		56,121
50	11	6113	Wages - Public Works	\$ 237,238.98		222,009
50	11	6125	Overtime	\$ 16,558.32		12,808
50	11	6141	Social Security / FICA	\$ 31,831.97		33,382
50	11	6142	Group Health	\$ 108,687.03		101,060
50	11	6143	Worker's Comp	\$ 9,194.41		8,208
50	11	6144	Retirement	\$ 64,527.35		66,776
50	11	6145	Unemployment	\$ 1,966.50		2,147
50	11	6146	Longevity Pay	\$ 7,005.00		2,835
			Employee Appreciation and Holiday Party	\$ 2,000.00		2,300
		TOTAL		\$ 634,311.42		653,765
		6200	CONTRACTUAL SERVICES			
50	11	6250	Water Samples	\$ 7,000.00		3,000
50	11	6255	Inspection/Permit Fees	\$ 10,050.00		10,000
50	11	6260	Engineer Consultants	\$ 2,500.00		3,500
						-
50	11	6271	Electricity	\$ 56,400.00		62,040
50	11	6272	Telephone	\$ 5,100.00		5,000
50	11	6277	Computer IT / Backup	\$ 10,000.00		16,000
		TOTAL		\$ 91,050.00		99,540
		6300	SUPPLIES			
50	11	6311	Office and Janitorial Supplies	\$ 3,000.00		2,300
50	11	6312	Postage	\$ 6,000.00		5,000
			Personal Protective Equipment	\$ 1,500.00		1,500
		TOTAL		\$ 10,500.00		8,800
		6500	TRANSFER TO OTHER FUND			
50	11	6540	Transfer to Debt Service Fund	\$ 500,623.46		546,560
			Transfer to Fund Balance	\$ -		-
		TOTAL		\$ 500,623.46		546,560

6600 LOAN PAYMENTS						
50	40	6651	RG3 Smart Meter Loan - Principal			35,646
50	40	6652	RG3 Meter Loan - Interest			7,291
						42,937
6700 OPERATING COSTS						
50	11	6710	Maintenance of Water System	\$	80,000.00	80,000
50	11	6711	Maintenance of Sewer System	\$	90,000.00	90,000
50	11	6712	Maintenance of Gas System	\$	41,000.00	30,000
50	11	6713	Chemicals	\$	58,000.00	32,000
50	11	6714	Natural Gas Purchase	\$	264,500.00	200,000
50	11	6715	Gas and Oil	\$	7,900.00	7,500
50	11	6717	Hydrant Audit / Repair	\$	10,000.00	-
50	11	6725	Dues, Membership and Periodicals		\$3,000.00	3,100
50	11	6730	Vehicle Expense	\$	6,000.00	13,000
50	11	6750	Public Notices	\$	1,250.00	1,000
50	11	6760	Uniform Expense	\$	6,300.00	6,500
50	11	6770	Insurance - Fleet, Building, Liability Bond [TML]	\$	67,000.00	111,368
TOTAL				\$	634,950.00	574,468
6800 OTHER OPERATING COSTS CONTINUED						
50	11	6820	Auditing Expense	\$	13,250.00	10,000
50	11	6870	Training	\$	2,500.00	3,500
50	11	6880	Software Annual Fee's (UDS) REPLACING WITH FULL ERP	\$	5,950.00	6,000
50	11	6890	Miscellaneous	\$	1,000.00	500
50	11	XXXX	City Manager Vehicle Stipend (1/2)	\$	2,400.00	2,400
50	11	XXXX	City Manager Cell Phone Stipend (1/2)	\$	360.00	360
TOTAL				\$	25,460.00	22,760
GRAND TOTAL FOR ENTERPRISE EXPENSE				\$	1,896,894.88	1,948,830
GRAND TOTAL FOR ENTERPRISE REVENUE				\$	1,906,058.40	1,948,830
VARIANCE TOTAL ENTERPRISE REVENUE / EXPENSE				\$	9,163.52	(0)

GENERAL FUND -- FUNCTION 00 REVENUE

Fund Code	Func. Code	Acct Code	Description	FY 2023 Adopted	FY23 ACTUAL	FY 2023 Amend.	FY 2024 PROPOSED
5100 TAXES							
40	00	5110	Ad Valorem Taxes	\$	1,300,388.22		1,554,956
40	00	5111	Penalties and Interest	\$	26,000.00		20,000
40	00	5121	Texas New Mexico (Franchise)	\$	63,000.00		60,000
40	00	5123	Windstream Telephone Co (Franchise)	\$	9,600.00		9,500
40	00	5124	Mid - Gulf Coast Cable (Franchise)	\$	5,000.00		7,500
40	00	5130	City Sales Tax	\$	650,000.00		650,000
			Mixed Beverage Sales Tax	\$	-		2,500
40	00	5135	Garbage Franchise Fee	\$	25,700.00		25,000
TOTAL				\$	2,079,688.22		2,329,456
5200 LICENSES AND PERMITS							
40	00	5220	Building Permits	\$	7,500.00		13,500
40	00	5230	Plumbing and Gas Permits	\$	5,675.00		3,000
40	00	5240	Electrical Permits	\$	5,500.00		3,000
			ROW User Permits	\$	2,400.00		1,200
40	00	5241	Contractor Registration	\$	1,000.00		500
40	00	5260	Fire Marshal Inspections	\$	800.00		300
TOTAL				\$	22,875.00		21,500
5400 CHARGES FOR SERVICES							
40	00	5411	Residential and Commerical Garbage Fees	\$	390,000.00		410,000
40	00	5412	Garbage Bag Sales	\$	7,500.00		6,500
40	00	5420	Dog Pound Fees	\$	600.00		500
TOTAL				\$	398,100.00		417,000
5500 FINES AND FORFEITS							
40	00	5511	Fines (Ticket)	\$	31,700.00		35,000
40	00	5512	State Fees (Ticket)	\$	15,000.00		21,600
40	00	5513	Miscellaneous (Ticket)	\$	5,400.00		11,660
40	00	5516	Time Payment (Ticket)	\$	1,885.00		1,000
TOTAL				\$	53,985.00		69,260
5600 OTHER REVENUE - RENTS, INTEREST							

40	00	5600	Interest Income from Investment Pools - Logic, TexStar, TexPool, Prime	\$	40,000.00	96,200
			Bank Account Interest Revenue	\$	1,100.00	1,180
40	00	5610	Interest Earnings on CD's	\$	1,000.00	1,500
40	00	5623	Rent Community Center	\$	9,600.00	7,500
40	00	5630	Returned Checks	\$	300.00	-
40	00	5631	Rent Chamber of Commerce	\$	900.00	-
40	00	5632	Rent Brazoria County Tax Office	\$	1,500.00	-
40	00	5633	Rent Sweeny Economic Development Committee	\$	900.00	-
40	00	5640	Leins			500
40	00	5645	Plan Review Fees			1,200
40	00	5650	Miscellaneous Revenue	\$	15,000.00	-
		5661	Sidewalk-Garbage Fee			8,000
		5683	Sale of Assets			1,500
		TOTAL		\$	70,300.00	117,580
		5700 TRANSFERS FROM OTHER FUNDS				
40	00	5750	Transfer to General - From Enterprise	\$	-	-
40	00	XXXX	Transfer to General - From GENERAL FUND BALANCE	\$	-	-
		TOTAL		\$	-	-
		TOTAL REVENUE		\$	2,624,948.22	2,954,796

FUNCTION 20 - EXPENDITURES GENERAL DEPARTMENT

Fund Code	Func. Code	Acct Code	Department Description - Includes Administration, City Secretary, Finance, Human Resources, Risk Management	FY 2023 Adopted	FY23 ACTUAL	FY 2023 Amend.	FY 2024 PROPOSED
		6100	PERSONNEL SERVICES				
50	20	6111	Salary - City Manager	\$	82,310.06		49,400
50	20	6114	Salary - City Secretary	\$	65,615.48		28,860
50	20		Salary - Finance Director	\$	-		28,860
			Salary - Public Works Director	\$	-		39,000
			Hourly Wages	\$	-		45,473
50	20	6141	Social Security/FICA	\$	22,991.28		14,669
50	20	6142	Group Health and Dental Insurance	\$	74,364.81		30,509
50	20	6143	Worker's Compensation	\$	6,135.54		1,627
50	20	6144	Retirement	\$	46,606.17		26,528
50	20	6145	Unemployment Compensation	\$	1,345.50		891
50	20	6146	Longevity Pay	\$	6,285.00		1,670
			Employee Appreciation & Holiday Party	\$	2,750.00		2,300
		TOTAL		\$	308,403.84		269,787
		6200	CONTRACTUAL SERVICES				
50	20	XXX	Sales Tax Allocation to SEDC (3/8)	\$	195,000.00		162,484
			Sales Tax Allocation to CCPD (1/8)	\$	-		54,162
50	20	6271	Electricity	\$	5,500.00		5,000
50	20	6272	Telephone	\$	14,200.00		16,200
50	20	6273	Xerox Maintenance Contract	\$	4,200.00		4,560
50	20	6275	Engineer	\$	5,000.00		8,000
50	20	6820	Auditing Expense	\$	15,000.00		13,500
50	20	6830	City Attorney	\$	18,694.50		18,695
50	20	6850	Brazoria County Tax Appraisal Board	\$	6,900.00		8,800
50	20	6276	Internet/ Cable	\$	2,100.00		2,520
50	20	6277	Computer IT / Backup	\$	10,000.00		11,000
50	20	6279	Plumbing Inspections	\$	4,000.00		4,500
50	20	6280	Keese & Associates - Plan Review	\$	900.00		1,000
			Consultant Fees	\$	2,000.00		8,000
		TOTAL		\$	281,494.50		318,421
		6300	SUPPLIES				
50	20	6311	Office Supplies	\$	4,500.00		4,500
50	20	6312	Postage	\$	1,350.00		1,200
50	20	6360	Brazoria County - Tax Collections / Leins	\$	1,700.00		1,600
		TOTAL		\$	7,550.00		7,300
		6500	TRANSFER TO OTHER FUND				
50	11	6540	Transfer to Debt Service / Special Projects	\$	148,804.36		141,507
		TOTAL		\$	148,804.36		141,507
		6600					
50	40	6651					35,646
50	40	6652					7,291
							42,937
		6700	OTHER OPERATING COSTS				

50	20	6725	Staff Apparel		500
50	20	6714	City Hall Maintenance	\$ 5,000.00	6,000
50	20	6716	Connect CTY Annual Fee	\$ 1,569.40	1,600
50	20	6717	American Legal Publishing	\$ 2,000.00	3,000
50	20	6718	Fire Extinguisher Audit	\$ 1,300.00	-
50	20	6725	Dues and Membership Fees	\$ 4,000.00	5,000
50	20	6730	Vehicle Expense	\$ 1,500.00	500
50	20	6740	Election Expense	\$ 6,000.00	4,500
50	20	6750	Public Notices, Advertisements	\$ 2,500.00	2,500
50	20	6770	Insurance - Fleet, Building, Liability, E & O	\$ 67,000.00	111,368
TOTAL				\$ 90,869.40	134,968

6800 OTHER OPERATING COSTS CONTINUED					
50	20	6810	Mayor and Council Expense	\$ 2,500.00	4,300
50	20	6890	Miscellaneous	\$ 1,000.00	1,000
50	20	6895	Drug Testing	\$ 1,500.00	500
50	20	6896	Training	\$ 6,000.00	6,000
50	20	6897	MyGov Software	\$ 22,270.00	16,500
50	20	6720	Software Annual FeeS - ERP	\$ -	22,000
50	20	6898	Records Retention	\$ 900.00	2,200
50	20	6899	Computer Update	\$ 250.00	-
50	20	6891	Equipment Purchases	\$ 2,500.00	3,500
50	20	6892	Holiday and Event Planning / Decorations	\$ 2,500.00	-
50	20	6800	City Manager Vehicle Stipend (1/2)	\$ 2,400.00	2,400
50	20	6801	City Manager Cell Phone Stipend (1/2)	\$ 360.00	360
TOTAL				\$ 42,180.00	58,760

TOTAL - EXPENDITURES FUNCTION 20 **\$ 879,302.10** **930,742**

FUNCTION 21 - EXPENDITURES STREET DEPARTMENT

Fund Code	Func. Code	Acct Code	Description	FY 2023 Adopted	FY23 ACTUAL	FY 2023 Amend.	FY 2024 PROPOSED
6100 PERSONNEL SERVICES							
50	21	6113	Wages	\$ 32,930.04			55,930
50	21	6125	Overtime	\$ 1,646.50			3,227
			Personnel Benefits	\$ -			32,752
TOTAL				\$ 34,576.54			91,908
6200 CONTRACTUAL SERVICES							
50	21	6271	Electricity	\$ 47,500.00			38,000
TOTAL				\$ 47,500.00			38,000
6400 DEPARTMENT OPERATING COSTS							
50	21	6411	Limestone / Crushed Concrete	\$ 6,000.00			6,000
50	21	6412	Pre Mix Asphalt	\$ 15,500.00			15,500
50	21	6413	Signs / Posts / Barricades	\$ 2,500.00			5,000
50	21	6414	Street Work /Culverts	\$ 16,000.00			17,500
50	21	6417	Flags	\$ 700.00			300
50	21	6418	Tree Trimming	\$ 500.00			500
TOTAL				\$ 41,200.00			44,800
6700 OTHER OPERATING COSTS							
50	21	6711	Gasoline and Oil	\$ 9,200.00			9,500
50	21	6730	Vehicle and Equipment Expense	\$ 1,800.00			13,000
TOTAL				\$ 11,000.00			22,500
6800 OTHER OPERATING COSTS CONTINUED							
50	21	6890	Miscellaneous	\$ 1,000.00			500
TOTAL				\$ 1,000.00			500
TOTAL EXPENDITURES FUNCTION 21				\$ 135,276.54			197,708

FUNCTION 22 EXPENDITURES DRAINAGE DEPARTMENT

Fund Code	Func. Code	Acct Code	Description	FY 2023 Adopted	FY23 ACTUAL	FY 2023 Amend.	FY 2024 PROPOSED
6100 PERSONNEL SERVICES							
50	22	6113	Wages	\$ 20,131.23			21,362
50	22	6125	Overtime	\$ 2,013.12			1,232
			Personnel Benefits	\$ -			12,075
TOTAL				\$ 22,144.35			34,669
6700 OTHER OPERATING COSTS							
50	22	6730	Vehicle and Equipment Expense	\$ 500.00			13,000

		6422	Weed Spray				5,000
		6891	Drainage Project				2,000
		TOTAL		\$	500.00		20,000
		6800	OTHER OPERATING COSTS CONTINUED				
50	22	6890	Miscellaneous	\$	-		-
		TOTAL		\$	-		-
		TOTAL EXPENDITURES FUNCTION 22		\$	22,644.35		54,669
FUNCTION 23 EXPENDITURES GARBAGE DEPARTMENT							
Fund Code	Func. Code	Acct Code	Description	FY 2023 Adopted	FY23 ACTUAL	FY 2023 Amend.	FY 2024 PROPOSED
		6200	CONTRACTUAL SERVICES				
50	23	6280	Garbage and Heavy Trash Pick -Up	\$	375,000.00		384,000
		TOTAL		\$	375,000.00		384,000
		6400	DEPARTMENT OPERATING COSTS				
50	23	6431	Garbage Bags	\$	4,500.00		4,800
		TOTAL		\$	4,500.00		4,800
		TOTAL EXPENDITURES FUNCTION 23		\$	379,500.00		388,800
FUNCTION 24 - EXPENDITURES POLICE DEPARTMENT							
Fund Code	Func. Code	Acct Code	Description - Police, Code Enforcement, Animal Control	FY 2023 Adopted	FY23 ACTUAL	FY 2023 Amend.	FY 2024 PROPOSED
		6100	PERSONNEL SERVICES				
50	24	6121	Police Chief Salary	\$	70,953.26		73,791
			Police Chief Phone Stipend	\$	-		720
			SGT Wages				55,058
			Office Secretary Wages				40,517
50	24	6123	Officer's Salary / Code Enforcement	\$	398,552.27		376,585
50	24	6125	Overtime	\$	33,201.17		27,778
50	24	6141	Social Security/FICA	\$	37,332.39		49,644
50	24	6142	Group Health and Dental Insurance	\$	102,996.66		125,848
50	24	6143	Worker's Compensation	\$	19,538.20		17,084
50	24	6144	Retirement	\$	75,677.38		99,304
50	24	6145	Unemployment	\$	1,863.00		2,470
50	24	6146	Longevity Pay	\$	6,030.00		4,320
50	24	6147	Professional Liability Insurance	\$	4,594.37		2,227
		TOTAL		\$	750,738.70		875,347
		6200	CONTRACTUAL SERVICES				
50	24	6271	Electricity	\$	4,200.00		4,800
50	24	6272	Telephone / MDT	\$	12,000.00		12,000
50	24	6276	Internet	\$	2,400.00		3,000
50	24	6277	Computer IT	\$	8,000.00		8,300
		TOTAL		\$	26,600.00		28,100
		6300	SUPPLIES				
50	24	6311	Office Supplies	\$	3,000.00		3,000
50	24	6312	Postage	\$	600.00		900
50	24	6321	Firing Range Supplies	\$	2,000.00		2,000
50	24	6322	Investigative Supplies	\$	1,700.00		1,500
50	24	6325	Evidence Room Supplies	\$	2,700.00		2,500
		TOTAL		\$	10,000.00		9,900
		6400	DEPARTMENT OPERATING COSTS				
50	24	6442	Training	\$	3,700.00		2,500
50	24	6445	Radio Repair/Dispatch Services	\$	1,800.00		3,600
50	24	6450	Ticket Writers	\$	700.00		500
		6510	Principal Axiom				9,800
		TOTAL		\$	6,200.00		16,400
		6600	CAPITAL OUTLAY				
50	24	6614	TASER Fund	\$	5,664.00		-
50	24	6620	Computer Update	\$	2,500.00		2,500
		TOTAL		\$	8,164.00		2,500
		6700	OTHER OPERATING COSTS				
50	24	6711	Gasoline, Oil and Etc	\$	15,000.00		18,000
50	24	6714	Police Station Maintenance	\$	10,000.00		8,000
50	24	6725	Dues, Membership and Periodicals	\$	6,000.00		6,000

50	24	6730	Vehicle Maintenance / Tires	\$	5,000.00	12,500
50	24	6760	Uniform Expense	\$	3,800.00	3,500
50	24	67ZZ	Copier Machine Lease and Supplies	\$	1,800.00	1,800
		6792	K-9 Unit (10/2020)	\$	-	5,000
		6860	Code Enforcement Compliance	\$	-	1,000
			Animal Control Supplies - Dog Food, Pound	\$	1,000.00	2,100
		TOTAL		\$	41,600.00	55,800
		6800	OTHER OPERATING COSTS CONTINUED			
50	24	6865	Public Service Programs	\$	800.00	2,000
50	24	6890	Miscellaneous	\$	2,000.00	1,500
		TOTAL		\$	2,800.00	3,500
		TOTAL EXPENDITURES FUNCTION 24		\$	846,102.70	991,547

FUNCTION 25 - EXPENDITURES FIRE DEPARTMENT

Fund Code	Func. Code	Acct Code	Description	FY 2023 Adopted	FY23 ACTUAL	FY 2023 Amend.	FY 2024 PROPOSED
		6100	PERSONNEL SERVICES				
50	25	6143	Worker's Compensation	\$	1,000.00		1,000
50	25	6148	State Convention	\$	2,000.00		2,000
50	25	6151	Fire Training Schools	\$	14,000.00		12,000
50	25	6152	Pension	\$	9,000.00		11,800
		TOTAL		\$	26,000.00		26,800
		6200	CONTRACTUAL SERVICES				
50	25	6271	Electricity	\$	3,600.00		3,600
50	25	6272	Telephone	\$	2,400.00		2,400
50	25	XXX	Internet	\$	2,000.00		2,000
		TOTAL		\$	8,000.00		8,000
		6300	SUPPLIES				
50	25	6311	Office Supplies	\$	1,000.00		1,200
50	25	6340	Building Maintenance	\$	6,700.00		5,700
		TOTAL		\$	7,700.00		6,900
		6400	DEPARTMENT OPERATING COSTS				
50	25	6445	Radio - Repair/ Replace	\$	2,000.00		2,000
50	25	6452	Member / Public Education	\$	350.00		350
50	25	6453	Bunker Gear - Repair / Replace	\$	5,000.00		7,000
		TOTAL		\$	7,350.00		9,350
		6500	DEBT SERVICE				
50	25	6510	Bank Note (Principal) Building	\$	6,539.44		-
50	25	6511	Bank Note (Interest) Building	\$	812.96		-
		TOTAL		\$	7,352.40		-
		6600	CAPITAL OUTLAY				
50	25	6620	Fire Training Field	\$	-		2,000
50	25	6640	Station 2	\$	-		-
50	25	6641	Computer Upgrade	\$	-		-
		TOTAL		\$	-		2,000
		6700	OTHER OPERATING COSTS				
50	25	6711	Gasoline, Oil, and Etc	\$	7,500.00		7,500
50	25	6714	Office Maintenance	\$	500.00		500
50	25	6725	Dues, Memberships / Periodicals	\$	2,500.00		2,500
50	25	6730	Vehicle Maintenance / Labor	\$	5,000.00		2,500
		TOTAL		\$	15,500.00		13,000
		6800	OTHER OPERATING COSTS CONTINUED				
50	25	6890	Miscellaneous	\$	500.00		500
50	25	6892	Fire Equipment	\$	2,000.00		2,000
50	25	6893	Installation Banquet	\$	3,000.00		3,000
		6894	Equipment				
50	25	6895	Cell Phones and Tablet Services (T-Mobile)	\$	2,200.00		2,200
		TOTAL		\$	7,700.00		7,700
		TOTAL EXPENDITURES FUNCTION 25		\$	79,602.40		73,750

FUNCTION 26 - EXPENDITURES MUNICIPAL COURT							
Fund Code	Func. Code	Acct Code	Description	FY 2023 Adopted	FY23 ACTUAL	FY 2023 Amend.	FY 2024 PROPOSED
		6100	PERSONNEL SERVICES				
50	26	6131	Judge's Salary	\$ 9,300.00			9,300
50	26	6132	Court Clerk	\$ 35,473.15			40,019
50	26	6141	Social Security/FICA	\$ 2,722.88			3,055
50	26	6142	Group Health and Dental Insurance	\$ 11,440.74			11,441
50	26	6143	Worker's Compensation	\$ 145.93			110
50	26	6144	Retirement	\$ 6,223.73			6,112
50	26	6145	Unemployment	\$ 207.00			243
50	26	6146	Longevity Pay	\$ 120.00			90
		TOTAL		\$ 65,633.43			70,370
		6300	SUPPLIES				
50	26	6311	Office Supplies	\$ 250.00			100
50	26	6312	Postage	\$ 100.00			150
		TOTAL		\$ 350.00			250
		6400	DEPARTMENT OPERATING COSTS				
50	26	6461	Seminar for Municipal Court Judge	\$ 250.00			750
50	26	6462	Training	\$ 250.00			350
50	26	6463	Jury Fees	\$ 200.00			200
50	26	6464	Attorney Fees	\$ 4,950.00			4,950
50	26	6465	State Tax	\$ 23,000.00			25,000
50	26	6466	Jail Expense	\$ 1,000.00			-
		TOTAL		\$ 29,650.00			31,250
		6700	OTHER OPERATING COSTS				
50	26	6725	Dues, Memberships, Periodicals	\$ 225.00			200
50	26	6730	Vehicle Expense	\$ 500.00			500
50	26	6620	Computer Updates / Software				2,500
		TOTAL		\$ 725.00			3,200
		TOTAL EXPENDITURES FUNCTION 26		\$ 96,358.43			105,070
FUNCTION 27 - EXPENDITURES LIBRARY							
Fund Code	Func. Code	Acct Code	Description	FY 2023 Adopted	FY23 ACTUAL	FY 2023 Amend.	FY 2024 PROPOSED
		6200	CONTRACTUAL SERVICES				
50	27	6271	Electricity	\$ 8,400.00			5,000
50	27	6272	Telephone	\$ 4,500.00			4,000
50	27	6275	Library - Janitorial Service	\$ 5,100.00			4,000
		TOTAL		\$ 18,000.00			13,000
		6300	SUPPLIES				
50	27	6340	Janitorial Supplies	\$ 500.00			300
		TOTAL		\$ 500.00			300
		6400	DEPARTMENT OPERATING COSTS				
50	27	6473	McNaughton Lease Plan	\$ 4,257.60			-
		TOTAL		\$ 4,257.60			-
		6800	OTHER OPERATING COSTS CONTINUED				
50	27	6840	Repairs / Maintenance - Building	\$ 1,200.00			2,000
50	27	6890	Miscellaneous	\$ 750.00			300
		TOTAL		\$ 1,950.00			2,300
		TOTAL EXPENDITURES FUNCTION 27		\$ 24,707.60			15,600
FUNCTION 33 - EXPENDITURES COMMUNITY CENTER							
Fund Code	Func. Code	Acct Code	Description	FY 2023 Adopted	FY23 ACTUAL	FY 2023 Amend.	FY 2024 PROPOSED
		6200	CONTRACTUAL SERVICES				
50	33	6271	Electricity				4,500
50	33	6272	Telephone				3,500
50	33	6275	Community Center - Janitorial Service				4,000
		TOTAL		\$ -			12,000
		6300	SUPPLIES				
50	33	6340	Janitorial Supplies				300
		TOTAL		\$ -			300

		6800 OTHER OPERATING COSTS CONTINUED			
50	33	6840	Repairs / Maintenance - Building	\$ 500.00	3,000
50	33	6890	Miscellaneous		500
		TOTAL		\$ 500.00	3,500
		TOTAL EXPENDITURES FUNCTION 33		\$ 500.00	15,800

FUNCTION 28 - EXPENDITURES PARKS AND RECREATION

Fund Code	Func. Code	Acct Code	Description	FY 2023 Adopted	FY23 ACTUAL	FY 2023 Amend.	FY 2024 PROPOSED
		6100 PERSONNEL SERVICES					
50	28	6113	Wages	\$ 61,118.15			52,782
50	28	6125	Overtime	\$ 6,111.82			1,714
			Personnel Costs				31,742
		TOTAL		\$ 67,229.97			86,238
		6200 CONTRACTUAL SERVICES					
50	28	6271	Electricity	\$ 8,500.00			9,500
50	28	6280	Porta Can Service	\$ -			300
		TOTAL		\$ 8,500.00			9,800
		6300 SUPPLIES					
50	28	6311	Supplies	\$ 2,200.00			3,000
		TOTAL		\$ 2,200.00			3,000
		6700 OTHER OPERATING COSTS					
50	28	6715	Equipment Maintenance and Purchase	\$ 25,000.00			2,000
50	28	6717	Park Maintenance	\$ 4,200.00			2,500
50	28	6730	Vehicle & Equipment Expense	\$ 3,500.00			7,000
		TOTAL		\$ 32,700.00			11,500
		6800 OTHER OPERATING COSTS CONTINUED					
50	28	6890	Miscellaneous	\$ 900.00			500
		TOTAL		\$ 900.00			500
		TOTAL EXPENDITURES FUNCTION 28		\$ 111,529.97			111,038

FUNCTION 30 EXPENDITURES EMERGENCY MANAGEMENT

Fund Code	Func. Code	Acct Code	Description	FY 2023 Adopted	FY23 ACTUAL	FY 2023 Amend.	FY 2024 PROPOSED
		6100 PERSONNEL SERVICES					
50	30	6116	Emergency Management Coordinator	\$ 2,400.00			2,400
50	30	6148	Training/ Convention	\$ 1,000.00			-
		TOTAL		\$ 3,400.00			2,400
		6200 CONTRACTORAL SERVICES					
50	30	6271	Electricity	\$ 3,200.00			1,000
50	30	6272	Telephone	\$ 4,000.00			2,000
50	30	6273	Cable / Internet	\$ 1,800.00			2,000
		TOTAL		\$ 9,000.00			5,000
		6300 SUPPLIES					
50	30	6311	Supplies	\$ 100.00			300
50	30	6312	Postage	\$ 100.00			-
50	30	6313	Hurricane Brouchures	\$ 1,100.00			-
		TOTAL		\$ 1,300.00			300
		6700 OTHER COSTS					
50	30	6714	Building Maintenance	\$ 6,000.00			1,500
		TOTAL		\$ 6,000.00			1,500
		TOTAL EXPENDITURES FUNCTION 30		\$ 19,700.00			9,200

FUNCTION 31 - EXPENDITURES FIRE MARSHAL

Fund Code	Func. Code	Acct Code	Description	FY 2023 Adopted	FY23 ACTUAL	FY 2023 Amend.	FY 2024 PROPOSED
		6100 PERSONNEL SERVICES					
50	31	6116	Fire Marshal	\$ 6,000.00			6,000
50	31	6143	Worker's Compensation	\$ 30.00			130
50	31	6146	Fire Marshal Expense	\$ 500.00			500
50	31	6148	State Convention Fire Marshal	\$ 2,000.00			-
		TOTAL		\$ 8,530.00			6,630

6400 DEPARTMENT OPERATING COSTS					
50	31	6452	Inspections, Prevention	\$ 750.00	500
50	31	6453	Fire Investigations	\$ 550.00	500
TOTAL				\$ 1,300.00	1,000
6600 CAPITAL OUTLAY					
50	31	6620	Computer Purchase (EOC)	\$ 1,000.00	-
TOTAL				\$ 1,000.00	-
6700 OTHER OPERATING COSTS					
50	31	6730	Fire Marshal Car Maintenance	\$ 1,000.00	500
TOTAL				\$ 1,000.00	500
TOTAL EXPENDITURES FUNCTION 31				\$ 11,830.00	8,130

FUNCTION 32 - EXPENDITURES SENIORS' BUILDING

Fund Code	Func. Code	Acct Code	Description	FY 2023 Adopted	FY23 ACTUAL	FY 2023 Amend.	FY 2024 PROPOSED
6200 CONTRACTUAL SERVICES							
50	32	6271	Electricity	3,100			3,000
50	32	6272	Telephone	975			900
50	32	6273	Janitorial Services	3,000			3,500
TOTAL				7,075			7,400
6300 SUPPLIES							
50	32	6340	Janitorial Supplies	250			250
TOTAL				250			250
6700 OTHER OPERATING COSTS							
50	32	6714	Building Maintenance	5,000			2,448
TOTAL				5,000			2,448
6800 OTHER OPERATING COSTS CONTINUED							
50	32	6890	Miscellaneous	100			-
TOTAL				100			-
TOTAL EXPENDITURES FUNCTION 32				\$ 12,425.00			10,098
TRANSFERS OUT							
Transfer to Enterprise Fund							28,277
							28,277
GRAND TOTAL FOR GENERAL EXPENDITURES				\$ 2,619,753.32			2,940,429
GRAND TOTAL FOR GENERAL REVENUE				\$ 2,624,948.22			2,954,796
VARIANCE TOTAL GENERAL REVENUE / EXPENSE				\$ 5,194.90			14,367

GRAND TOTAL FOR ENTERPRISE EXPENDITURES	\$ 1,896,894.88	1,948,830
GRAND TOTAL FOR ENTERPRISE REVENUES	\$ 1,906,058.40	1,948,830
VARIANCE TOTAL ENTERPRISE REVENUE / EXPENSE	\$ 9,163.52	(0)
GRAND TOTAL FOR GENERAL EXPENDITURES	\$ 2,619,753.32	2,940,429
GRAND TOTAL FOR GENERAL REVENUE	\$ 2,624,948.22	2,954,796
VARIANCE TOTAL GENERAL REVENUE / EXPENSE	\$ 5,194.90	14,367

TRANSFER TO CAPITAL PROJECT FUND