

# **CITY COUNCIL MEETING REGULAR SESSION**

### Tuesday, May 21, 2024 at 6:00 PM

#### City Hall, 102 W. Ashley Wilson Rd, Sweeny, Texas; You can also join by zoom at the following link: https://zoom.us/j/94179197822?pwd=YzNvUVFHV1ZLK0tlc3RzdWJOcmF5UT09 Meeting ID: 941 7919 7822 Passcode: 033654, or by phone using the same meeting number and passcode at 1-346-248-7799

# AGENDA

BE IT KNOWN that the City Council of the City of Sweeny will meet in **Regular Session** on <u>Tuesday, May</u> <u>21, 2024 at 6:00 PM.</u> at City Hall, 102 W. Ashley Wilson Rd, Sweeny, Texas; You can also join by zoom at the following link: https://zoom.us/j/94179197822?pwd=YzNvUVFHV1ZLK0tIc3RzdWJOcmF5UT09 Meeting ID: 941 7919 7822 Passcode: 033654, or by phone using the same meeting number and passcode at 1-346-248-7799 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.

#### **CEREMONIAL PRESENTATIONS**

1. Sweeny Beautification Committee- Yard of the Month; Smokey and Celia Reynolds on Carey Drive

#### **CONSENT AGENDA**

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

- 2. Minutes: Strategic Planning Workshop, April 23, 2024; Special Sessions, April 23, 2024, May 09, 2024, and May 13, 2024
- 3. Proclamation: Juneteenth, June 19th, 2024
- 4. Gas Compliance Update

#### **REGULAR AGENDA**

- 5. Discussion and possible action to Windstorm Insurance renewal quotes for 2024-2025.
- 6. Discussion and possible action to award construction contract for the Main Street Water Main Replacement Project.
- 7. Discussion and possible action on a request from Stephen Heckler with Hart's Automotive for a variance to Section 110-173 (2)a of the City of Sweeny's Code of Ordinances.
- 8. Discussion and possible action on professional services agreement in the approximate amount of \$58,350 with LSPS Solutions for the lead and copper service line inventory, required by the EPA and TCEQ, to be completed in Oct 2024.
- 9. Discussion and possible action to review applications for the EDC Board open position.
- <u>10.</u> Discussion and possible action to award a janitorial service provider in response to submittals received from recent advertised request for proposal (RFP).
- 11. Discussion and possible action on executing an interlocal agreement with the Brazoria County Tax Assessor for the collection of taxes and public improvement district (PID) assessments for the City of Sweeny, Texas.
- <u>12.</u> Discussion and possible action to agenda request received, areas of next ditch and culvert cleaning; Councilman Rambo
- <u>13.</u> Discussion and possible action to agenda request received, city water lines at 1301 Ave A; Councilman Pettigrew
- <u>14.</u> Discussion and possible action to amend Chapter 115, Mobile Food Establishments, of the City's Code of Ordinances; §115.01(A).
- <u>15.</u> Discussion and possible action on the selection of Mayor Pro Tem.

#### ITEMS OF COMMUNITY INTEREST

#### ADJOURN REGULAR SESSION

I certify that the notice and agenda of items to be considered by the Sweeny City Council on **May 21**, **2024** was posted on the City Hall bulletin board on \_\_\_\_\_\_, 2024, at approximately \_\_\_\_\_\_AM / PM.

Kaydi Smith – City Secretary

I hereby certify that this Public Notice was removed from the City Hall bulletin board on \_\_\_\_\_\_, 2024 at approximately \_\_\_\_\_\_AM / PM.

Kaydi Smith - City Secretary

#### CITY COUNCIL STRATEGIC PLANNING WORKSHOP

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

#### MINUTES

BE IT KNOWN that the City Council of the City of Sweeny met in **Special Session of the City Council Strategic Planning Workshop** on <u>Tuesday, April 23, 2024, at 4:00 PM.</u> 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 4:00 PM. Mark Morgan Jr., Reese Cook, John Rambo, and Tim Pettigrew were in attendance. Brian Brooks was absent.

#### **PLEDGES & INVOCATION**

Bypass to regular agenda.

#### CITIZENS WISHING TO ADDRESS CITY COUNCIL

No citizens in attendance.

#### **REGULAR AGENDA**

1. Discussion and possible action for City Council to create a strategic vision and supporting goals, facilitated by the city manager, to give staff guidance on city priorities and for Councilmembers to share their desired legacy for their time on Council to move the City forward with a plan to shift from reactive to proactive action.

The City Manager facilitated the Strategic Planning Session Workshop for the City Council to determine Council's future priorities and goals to create a strategic vision.

 Discussion and possible action – A resolution of the City Council of the City of Sweeny, Texas, adopting the City of Sweeny Strategic Plan promulgated during the City's 2024 annual strategic planning session.

Mayor Hopkins read the agenda item and City Manager added that she will be drawing up a finalized report and presenting to Council at the next regular meeting as the resolution states. Mark Morgan Jr. stated so moved (as to adopting the resolution of the City of Sweeny Strategic Plan promulgated during the City's 2024 annual strategic planning session). Tim Pettigrew seconded. All in favor. Motion carried.

#### **ITEMS OF COMMUNITY INTEREST**

No items of community interest.

#### ADJOURN REGULAR SESSION

Mayor Hopkins adjourned the meeting at 5:29 p.m.

Staff present: City Manager, Lindsay Koskiniemi Police Chief, Brad Caudle Director of Public Works, Terrance Bell Finance Director / Personnel Services, Karla Wilson City Secretary/ Developmental Services, Kaydi Smith

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Kaydi Smith - City Secretary

#### CITY COUNCIL MEETING SPECIAL SESSION

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

#### The Meeting can additionally be viewed via ZOOM at https://zoom.us/j/92050059894?pwd=R2dBQ0UzU1kvSU5DUUtOS2ZnaktJdz09 Meeting ID: 920 5005 9894 Passcode: 869464

#### MINUTES

BE IT KNOWN that the City Council of the City of Sweeny will met in **Special Session** on <u>Tuesday, April 23, 2024</u> <u>at 5:30 PM.</u> at City Hall, 102 W. Ashley Wilson Rd, Sweeny, Texas ; The Meeting could additionally be viewed via ZOOM at https://zoom.us/j/92050059894?pwd=R2dBQ0UzU1kvSU5DUUtOS2ZnaktJdz09 Meeting ID: 920 5005 9894 Passcode: 869464 with the following agenda.

#### CALL TO ORDER/ROLL CALL

Mayor Hopkins called the meeting to order at 5:41 PM. Mark Morgan Jr., Reese Cook, John Rambo, and Tim Pettigrew were in attendance. Brian Brooks was absent.

#### **PLEDGES & INVOCATION**

Pledges were led by Mark Morgan Jr. and the invocation was given by Attorney Stevenson.

#### CITIZENS WISHING TO ADDRESS CITY COUNCIL

No citizen comments.

#### CONSENT AGENDA

1. Proclamations: P66 Sweeny Scholars

Mayor Hopkins stated the proclamation will be signed and posted at City Hall proclaiming May 9<sup>th</sup>, 2024 as Sweeny Scholars Day.

2. Minutes: Special Session Joint Meeting, March 19, 2024 and Regular Session Meeting, March 19, 2024

John Rambo motioned to approve the Special Session Joint Meeting minutes of March 19, 2024 and the Regular Session meeting minutes of March 19, 2024. Tim Pettigrew seconded. All in favor. Motion carried.

2. Discussion and possible action on Second Quarter Updates from the Sweeny Executive Leadership Team, covering January, February, & March 2024.

City Manager stated that leaderships quarterly reports were within the packet and the investment report has been hand distributed as a hard copy. The investment report will be incorporated into the meeting minutes.

Tim Pettigrew made the motion to approve the 2<sup>nd</sup> quarter updates of the executive leadership covering January, February, and March 2024. Mark Morgan seconded. All in favor. Motion carried.

#### **REGULAR AGENDA**

4. Presentation, discussion and possible action to accept the Fiscal Year 2022- 2023 annual financial audit.

Jordan Rollins of KM&L presented Council with the financial documents and letters pertaining to the annual financial audit for fiscal year 2022-2023. The annual financial audit and a clean letter of opinion were given.

Reese moved that we accept the financial report as presented and printed. Tim Pettigrew seconded. All in favor. Motion carried.

5. Discussion and possible action to select an engineering firm for the Drinking Water State Revolving Fund (DWSRF) application submittal for funding through the Texas Water

Development Board (TWDB) for the City of Sweeny Water Improvement Project to provide for planning, permitting, environmental, design, and construction phase and other services necessary. Transferred from cancelled 04/02/2024 agenda.

City Manager stated this is to complete the submittal of the TWDB application. We have submitted the PIF (project information form) and have been invited to submit the full application. Full applications includes \$39.5 million requested with 70% principal forgiveness of a distressed community. We are trying to implement an Aerleator to remove secondary constituents in addition to replacing water lines. She has reviewed submittals from engineering firms to include our City Engineer, Strand & Associates, that are in attendance. Enprotec does have an edge on the Aerelator technology and she is proposing to split the engineering. Using Strand for the engineering of the water line replacement and using Enprotec for the Aerelator to push the application forward. Strand answered questions regarding the application, funding, and forward steps. Because Enprotec was not in attendance, City Manager stated her recommendation would be, as she does feel comfortable with Strand, that Strand do all of the services, contrary to previously stated. The PIF has been submitted and the City will know more in October when TWDB posts more information.

Reese Cook moved we authorize the City Manager to negotiate with Strand & Associates for engineering services for the Drinking Water State Revolving Fund Water Improvement Project. Mark Morgan seconded. All in favor. Motion carried.

6. Discussion and possible action to purchase a web-based enterprise resource planning (ERP) software solution to replace the existing accounting system and other systems that currently comprise the City's financial programs. Transferred from cancelled 04/02/2024 agenda.

City Manager stated the City has outgrown Sage, the city's accounting software. We need a system that talks and functions together. An ERP is a good tool to have and to help with fiscal year end reconciliations. We did have two submittals and have priced additional software. FundView offers a great product and the price is feasible. Joe Wertz with FundView approached Council to present the cloud based ERP. Timeline of integration would start in June or July after agreements are signed. There is normally a 60-90 day period of implementation.

Reese Cook moved that we accept the proposal from Fund View and authorize the City Manager to execute an agreement for services for a web-based enterprise resource planning software to replace the existing programs. Tim Pettigrew seconded. All in favor. Motion carried.

7. Discussion and possible action to accept the resignation of Sweeny Beautification Committees Vice President and to appoint the nominee selected to fulfill the position.

City Manager stated she wasn't sure if this needed to be on the agenda. City Attorney confirmed it does not. No further discussion or action.

8. Discussion and possible action on variance to Chapter 93, Fireworks, for allowance at Sweeny Pride Day, Friday May 3rd, 2024 and July 4th, 2024; Freedom Fireworks Unlimited, Wayman Hutchings

Wayman Hutchings approached Council requesting a variance for Freedom Fireworks Unlimited to complete the fireworks for Pride Day and 4<sup>th</sup> of July. They have received a letter of approval from the property owner, SISD, for the location. Mayor thanked Mr. Hutchings for the fireworks over the past years.

Tim Pettigrew motioned to do a variance to allow The Sweeny Pride Day February, May 3<sup>rd</sup> and 4<sup>th</sup> of July, 2024, to allow Freedom Fireworks Unlimited for community. Mark Morgan Jr. seconded. Councilman Cook asked for dates to be clarified: 05/03/2024 and 07/04/2024. All in favor. Motion carried.

9. Discussion and possible action to amending the vehicle age requirement within the Mobile Food Establishments Ordinance, Chapter 115; Councilman Rambo

7

Councilman Rambo stated when originally adopted, he feels we shot gunned the vehicle age stipulation and it is hindering mobile food units for any and all events. He would like to remove the vehicle age stipulation from the ordinance. City Manager asked to require a valid health inspection from the county and a valid state vehicle registration. She believes the language is to be modified by the state in 2025. Attorney Stevenson stated he did not believe our County will change.

Mark Morgan Jr. made the motion to amend the Mobile Food Establishment Ordinance, Section 115, removing the vehicle age requirement for mobile units, Section §115.01(A). John Rambo seconded. Discussion: Reese Cook asked about the ordinance requirements for health inspections, registrations, and if they are already stated within the ordinance. Attorney Stevenson stated that he believes the health inspection is already addressed within the ordinance, but not sure of the registration. The registration is not on the agenda and we cannot discuss tonight. All in favor. Motion carried.

10. Discussion and possible action to approve a variance to the Mobile Food Establishments Ordinance, Chapter 115, on suspending the year model requirement for obtaining temporary mobile food unit permits for the Sweeny Pride Day festivities, May 03-04, 2024; Candice Byers

Candice Byers of Sweeny Beautification approached Council stating she is asking for the same as the prior agenda item, but on quicker deadline for Pride Day. An ordinance amendment will have to be brought back to Council for final approval. Pride Day is quickly approaching and she is requesting a variance to the ordinance for obtaining permits.

Mayor Hopkins asked for a motion to approve a variance for the Mobile Food Establishments, Chapter 115.

John Rambo stated so moved. Mark Morgan Jr. seconded. All in favor. Motion carried.

Discussion and possible action on an agenda item request from Council Member Tim Pettigrew

 Position 5, to discuss the creation of a roadway maintenance and repair fund, funded by sales and use tax, pursuant to Chapter 327 of Texas Tax Code

Tim Pettigrew has been doing some research and everyone is ready for the roads and ditches to be dug out. We can enter into an interlocal agreement with the County, but it is very costly. Chapter 327 of the Texas Tax Code provides for a portion of city sales tax to be set aside for road maintenance. This would need a ballot proposition and election. Allocations would need to be redistributed between EDC and CCPD to have this completed, making a transportation fund. He has spoken with 127 people and they agree we need this. He wants to move forward and see if Council would like to adjust the sales tax revenue to establish a transportation fund or leave as is.

Reese Cook moved to leave EDC in tact and current allocations in tact. John Rambo Seconded. Reese Cook and John Rambo approved. Mark Morgan Jr. and Tim Pettigrew opposed. Mayor Hopkins made the deciding vote to leave in tact, approving of the motion.

Councilman Cook stated that EDC has a loan and funds outstanding that would need to be paid. The City would have to take on that debt, creating a burden to the City. Attorney Stevenson stated the law would required that, even if we voted to take away all of the EDC's money, we would still have to keep collecting the sales tax for the EDC until the note was paid off in full, before we could actually terminate it. It would not be an obligation of the City, it would be an obligation of the sales tax. Mayor Hopkins stated he had worrying aspects of incurred debt from the EDC, and does have concerns on the unallocated land at Industrial Park. He thinks we need to bridge the gap and bring the groups together.

12. Discussion and possible action to agenda request received for Stone Ridge Construction at EDC Industrial Park; Councilman Pettigrew

Tim Pettigrew has questions for EDC regarding contact with Stone Ridge Construction. Devin Lemon, EDC President, stated EDC would be able to give all information. They (Stone Ridge) will need to come before the EDC. Mayor Hopkins confirmed that an email has been sent to Stoneridge by EDC and Medina stated she will reach back out to them.

13. Discussion and possible action on professional services agreement in the approximate amount of \$58,350 with LSPS Solutions for the lead and copper service line inventory required by the EPA and TCEQ to be completed in OCT 2024.

City Manager stated that this company approached the City to help complete the lead and copper service line inventory required by the EPA & TCEQ. This company has service agreements in surrounding cities and this is a specialized service they are completing. Donald with LSPS Solutions attended via speaker phone to answer questions. Donald stated GIS is how they track what is completed and is a part of the cost. Within two weeks of a signed contract, they would have the first meeting to collect data and spend time in records research. They would then be on the ground working, with an estimated completion date of late July or early August. City Engineer, William Huebner, was asked if they have worked with this company before? He responded no. City Manager stated the reporting must be submitted by October 2024. Strand & Associates stated there is an option on the spreadsheet to check that you do not know if the line is lead or copper. You are allowed to come back later to determine. Unknowns are treated as lead and more guidance is to come out in September.

Reese Cook moved that we table the item until the next scheduled Council meeting. In addition request City Manager to work with Strand Associates for proposal to also complete TCEQ/EPA lead and copper rule requirement. John Rambo seconded. All in favor. Motion carried.

14. Discussion and possible action to proposed changes to Ordinance Chapter 52; Drought Contingency Plan. Transferred from cancelled 04/02/2024 agenda.

City Manager stated that Strand is working to update the Drought Contingency Plan. When EPA requested our Emergency Preparation Plan, we found that the DCP needed to be updated and sent to TCEQ. The DCP is somewhat outdated and Strand is working to complete. TCEQ follows a certain template and Strand has updated the pertinent information to match to their current template. The bulk of the plan has not changed stated City Engineer, William Huebner. Discussion continued. Reese Cook moved to accept the updated changes to the Drought Contingency Plan as presented. Tim Pettigrew seconded. All in favor. Motion carried.

15. Presentation and discussion of future implementation of impact fees; City Engineers City Manager stated impact fees allow the City the eligibility to recoup or collect fees for utilities, infrastructure, and park land dedication. Kelly Hajek and Ryan Tinsley of Strand & Associates presented information and the implementation process of establishing impact fees. City Engineer, William Huebner, stated that developments reduce capacities. While Sweeny hasn't seen large subdivisions, it may happen someday. This would help to prepare the City and is something to bring attention too. Presentation and discussion only.

16. Discussion and possible action to approve Task Order No. 24-03, with Strand Associates, Inc. for engineering services for the 2024 Pecan Street Water Main Replacement

William Huebner, City Engineer, stated the City has been awarded a grant project thru HUD and Brazoria County for waterline improvements on Pecan Street. City Manager stated funding would come from fund balance and the investment pool. Total cost is \$263,000.00; grant funded portion is \$200,000.00 and our portion \$63,000.00. Discrepancies arose on amounts of the total grant funding and the City's portion. City Manager stated our total out of pocket cost is \$263,000.00 making the project total \$463,000.00. This task order is for the engineering costs of \$80,000.00 for Strand to design, bid, and complete construction services. Engineering costs do not come out of the award, it is coming out of the match by the City.

Mark Morgan Jr. motioned we allow Strand to start their engineering.

Councilman Rambo stated the concern is the initial funding. City Manager stated she is not sure when the County will send over funding. This would be part of our match for the engineering and she recommends this coming out of 2019 CO's. John Rambo seconded.

Discussion: Reese Cook asked about the CO 2019 funds and the funds already being obligated for other projects. Yes, City Manager stated a portion is allocated to Main Street. We have a fund balance of \$1.2

Item 2.

9

million for Main Street and we have \$1.4 million left. Cook stated this is why the ERP, approved earlier, is so important for incumbering funds. Cook wants to see this come back with more financial information. Mark Morgan Jr., John Rambo, and Tim Pettigrew approved. Reese Cook opposed. Motion carried.

17. Discussion and possible action on a request from City Council for additional information on the required wastewater treatment plant permit that must be completed six months ahead of the guinguennial permit expiration. Transferred from cancelled 04/02/2024 agenda.

City Manager stated this permit must be renewed every five years and was on a previous agenda. It was requested to be brought back to have the City Engineer give further information. Huebner stated this is the discharge renewal permit with TCEQ for the wastewater treatment plant. Renewal application is due this fiscal year. Process normally takes six to nine months and requires publications and hearings. Application changes yearly and testing must be done to include within the permit. The application costs, lab testing, and publications are not included, and are the responsibility of the City. Reese Cook moved that the City proceed with Strand for the permit application. Mark Morgan Jr. seconded. All in favor. Motion carried.

18. Discussion and possible action on a request from Strand Associates to amend Task Order 22-01 to increase compensation. Transferred from cancelled 04/02/2024 agenda.

William Huebner stated that the current on call task order for the past few years has an amount not to exceed \$10,000.00. This amount is being surpassed. On call task orders are for as needed requests. Strand is asking for an increase to the on call services to an amount not to exceed \$25,000.00. Councilman Rambo asked if we can change the amount shown on the on call task order? City Manager recommends we change to \$20,000.00, if not the proposed. Alternative would be to invoice each item, in which is more costly.

Mark Morgan Jr. moved to approve the amendment of compensation from \$10,000.00 to \$20,000.00 for task order 22-01. John Rambo seconded. All in favor. Motion carried.

19. Discussion and possible action on a request from Mark Morgan, Jr. to explore options to change the traffic signal at Ashley Wilson and FM 524

Councilman Morgan stated he has had several people reach out about the traffic light at Main and Ashley Wilson. He is proposing to change to flashing yellow on Main and blinking red on Ashley Wilson during early and late hours. Councilman Rambo notated the amount of time it stays red. This is a TxDot light and roadway, and would be TxDot's jurisdiction.

Mark Morgan Jr. stated so moved, to make recommendation to have the City Manager reach out to TxDot to modify the light to blinking during certain times of the day. John Rambo seconded. Mark Morgan Jr., John Rambo, and Tim Pettigrew approved. Reese Cook opposed. Motion carried.

20. Discussion and possible action to approve the Zoning Ordinance amendment, creating a Business Industrial Mixed Use Zone, BLIMXU, within Section 110 of the City's Code of Ordinances.

John Rambo moved to approve Ordinance 24-101, amending Section 110 of the Zoning Ordinance, Exhibit A, creating a Business Industrial Mixed Use Zone, known as Section 110-86. Mark Morgan Jr. seconded. Mark Morgan Jr., Reese Cook, and John Rambo approved. Tim Pettigrew abstained. Motion carried.

21. Discussion and possible action on adopting a resolution to add a voluntary donation to the utility bills for support of the animal shelter fund. Transferred from cancelled 04/02/2024 agenda. Councilman Rambo asked about how this will be added. This will be added to the application for new utility services. You can come in and add/remove voluntary donations.

Mark Morgan Jr. moved to add \$1.00 voluntary donation to the water bill for the animal shelter. John Rambo seconded. All in favor. Motion carried.

22. Discussion and possible action to cancel the May 7th, 2024 Special Meeting. John Rambo moved to cancel. Reese Cook seconded. All in favor. Motion carried.

#### **ITEMS OF COMMUNITY INTEREST**

Mark Morgan stated we were able to add the \$1.00 donation to the water bills for the animal shelter. John Rambo stated that Pride Day is coming up with lots of events and festivities taking place. Bring your family to come be a part of it. Beautification hosted a trash clean up on Main Street and it was successful.

Mayor Hopkins stated that in light of what happed today, close to us, (Van Vleck attempted kidnapping) to just watch your loved ones, be vigilant, be mindful, and keep an eye on each other. Tex Bell stated that four of his guys have taken their wastewater and water classes.

#### ADJOURN REGULAR SESSION

Mayor Hopkins adjourned the meeting at 8:13PM.

Staff present: City Manager, Lindsay Koskiniemi Police Chief, Brad Caudle Director of Public Works, Terrance Bell Finance Director / Personnel Services, Karla Wilson City Secretary/ Developmental Services, Kaydi Smith

*City affiliates present:* City Attorney, RC Stevenson City Engineer, William Huebner EDC Executive Director, Michelle Medina EDC President, Fire Marshal, & EM Coordinator, Devin Lemon

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Kaydi Smith - City Secretary

#### CITY OF SWEENY QUARTERLY INVESTMENT REPORT SECOND QUARTER OF FY24 JAN, FEB, MAR

	ACCOUNT NUMBER	INSTITUTION	ACCOUNT TYPE		AVERAGE ACCOUNT BALANCE	AVERAGE MONTHLY	INTEREST EARNED
ACCOUNT NAME	ACCOUNT NUMBER 1047264	FSBL	CHECKING	\$	280,212.19	1.51%	1,060.33
GENERAL FUND	96064528	FSBL	CHECKING	ŝ	2,214.00	1.51%	8.28
VETERANS MEMORIAL PROJECT	96120908	FSBL	CHECKING	ŝ	61,348.53	1.51%	229.42
TEXPOOL ACCOUNT		FSBL	CHECKING	Ś	38,627.45	1.51%	138.59
2004 CIP PROJECT FUND	2170272 17582	FSBL	CHECKING	š	33,262.87	1.51%	124.53
PD NARCOTIC GRANT	17382	FSBL	CHECKING	Ś	141,758.28	1.51%	541.12
INTEREST & SINKING - GO BOND	17848	FSBL	CHECKING	s	32,151.86	1.51%	120.18
WATER SOFTENER			CHECKING	ś	138,962.87	1.51%	517.88
ENTERPRISE FUND	2372566	FSBL FSBL	CHECKING	s	56,115.26	1.51%	209.38
RESERVE & RESTRICTED	2385304		CHECKING	S	18,573.51	1.51%	70.69
CUSTOMER UTILITY DEPOSIT HOLDINGS	5033	FSBL FSBL	CHECKING	Ś	37,927.46	1.51%	141.45
PAYROLL FUND	5066	FSBL	CHECKING	s	22,567.43	1.51%	84.24
BEAUTIFICATION	3830		SAVINGS	ŝ	22,324.27	0.25%	6.94
POLICE FORFEITURE	96196126	FSBL		s	5,784.37	0.25%	1.78
POLICE SEIZURE	96196134	FSBL	SAVINGS	ŝ	7,420.70	0.25%	4.84
PD TRANING	96196142	FSBL	SAVINGS	s	27,773.20	0.25%	17.04
SPECIAL ACCOUNT	208300048	FSBL	SAVINGS	Ĵ	27,773.20	olasite .	3,276.69
DISASTER CONTINGENCY	208200004	TEXPOOL	INVESTMENT	\$	233,160.20	5.3289%	3,096.86
RESERVE FUND	208200008	TEXPOOL	INVESTMENT	\$	30,325.89	5.3289%	402.78
SWEENY EDC	208200009	TEXPOOL	INVESTMENT	\$	177,338.97	5.3289%	3,373.74
PAYROLL	208200010	TEXPOOL	INVESTMENT	\$	40,010.63	5.3289%	531.40
SIDEWALK FUND	208200015	TEXPOOL	INVESTMENT	\$	2,348,230.70	5.3289%	31,050.02 *
POLICE DEPT VESTS	208200017	TEXPOOL	INVESTMENT	\$	23,953.07	5.3289%	318.10
INFRASTRUCTURE DONATION	208200018	TEXPOOL	INVESTMENT	\$	60,339.62	5.3289%	801.45
INFRASTRUCTURE DONATION							39,574.35
ENTERPRISE FUND	6002346001	LOGIC	INVESTMENT	\$	524,805.98	5.4882%	7,180.71
CUSTOMER DEPOSITS	6002346003	LOGIC	INVESTMENT	\$	128,854.90	5.4882%	1,761.99
2019 CERTIFICATES	6002346002	LOGIC	INVESTMENT	\$	950,885.26	5.4882%	13,010.51
APRA FUNDS 2ND TRANCHE	6002346004	LOGIC	INVESTMENT	\$	10,996.92	5.4882%	150.45
GENERAL FUND	6002346005	LOGIC	INVESTMENT	\$	764,538.86	5.4882%	10,417.01
GENERAL FUND	0002340003	100.0					32,520.67
2019 CERTIFICATES	201811950	TEXSTAR	INVESTMENT	s	442,675.74	5.3074%	5,854.72
DEBT SERVICE FUND	201810230	TEXSTAR	INVESTMENT	\$	202,839.20	5.3074%	2,683.89
RESERVE / RESTRICTED FUNDS	201891270	TEXSTAR	INVESTMENT	\$	152,226.93	5.3074%	2,012.64
RESERVE / RESTRICTED FORDS	202072270						10,551.25

Q1		\$	85,865.79
Q2		\$	85,922.96
Q3			
Q4	1000		
	TOTAL	\$	171,788.75
RELEASE OUTSIDE FUNDS:			
BEAUTIFICATION (FSBL)		\$	(144.93)
VETERANS MEMORIAL (FSBL)		\$	(14.57)
SWEENY EDC (TEXPOOL)		\$	(10,792.80)
FD DONATION (FSBL)		\$	(31.96)
		\$	(10,984.26)
CITY'S EARNINGS FOR FY24		Ś	160,804.49

TOTAL INVESTMENT REVENUE Q2

\$ 85,922.96

PURSUANT TO CHAPTER 2256 OF TEXAS LOCAL GOVERNMENT CODE, I CERTIFY THIS REPORT IS COMPLIANT WITH THE PUBLIC FUNDS INVESTMENT ACT OF TEXAS.

0

LINDSAY KOSKINIEMI, CGFO, CPM, MPA, MSA CITY MANAGER

Wilson Karl

KARLA WILSON DIRECTOR OF FINANCE AND PERSONNEL SERVICES

\*LOAN FOR SIDEWALK FUND PAID OFF IN MARCH 2024.

Item 2.

COPY



ACCOUNT: DOCUMENTS:



CITY OF SWEENY ENTERPRISE P O BOX 248 SWEENY TX 77480-0248

PUBLIC FUNDS	S INTEREST BEARIN	NG CHECKING ACCOUNT	
MINIMUM BALANCE	100,546.56	LAST STATEMENT 02/29/24	168,275.93
AVERAGE BALANCE	146,002.84	31 CREDITS	242,522.72
		46 DEBITS	307,728.21
		THIS STATEMENT 03/29/24	103,070.44
TOTAL DAYS IN STATEMENT	PERIOD 03/01/24	THROUGH 03/29/24:	29

#### **CITY COUNCIL MEETING SPECIAL SESSION**

#### Thursday, May 09, 2024 at 5:00 PM

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

#### MINUTES

BE IT KNOWN that the City Council of the City of Sweeny met in Special Session on Thursday, May 09, 2024 at 5:00 PM. at City Hall, 102 W. Ashley Wilson Rd, Sweeny, Texas with the following agenda. Council is conducted under modified Roberts Rules of Order as approved by Resolution 102-16; July 19, 2016.

#### CALL TO ORDER/ROLL CALL

Mayor Hopkins called the meeting to order at 5:02 PM.

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

#### **PLEDGES & INVOCATION**

Pledges were led by John Rambo. Invocation was given by Attorney Stevenson.

#### CITIZENS WISHING TO ADDRESS CITY COUNCIL

No citizen comments.

Tim Pettigrew arrived at 5:03 PM.

#### **EXECUTIVE SESSION IN ACCORDANCE WITH THE TEXAS GOVERNMENT CODE SECTION** 551.071, 551.072 AND 551.074- Mayor convened into executive session at 5:04PM.

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. Discussion and possible action pursuant to Section 551.071 (1) (a), Consultation with Attorney; potential litigation

#### **OPEN SESSION**

Mayor reconvened into Open Session; closing Executive Session at 6:32 PM, stating 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 to Executive Item No. 1.

#### **REGULAR AGENDA**

2. Discussion and possible action to accept the Final Strategic Planning Report, "Exhibit A", to accompany the approved Resolution, No. 24-106, deriving from the City's 2024 Annual Strategic Planning Workshop on April 23, 2024

The City Manager stated that the Final Strategic Planning Report, known as Exhibit A, has been presented to accompany the previously approved Resolution. She stated this should be an annual review. Council discussed and requested a mid-year review in November/December. Mark Morgan Jr. stated so moved, after Mayor Hopkins asked if anyone wants to make a motion to approve the final strategic planning report, Exhibit A. John Rambo seconded. All in favor. Motion carried.

#### ITEMS OF COMMUNITY INTEREST

Mark Morgan Jr. praised Sweeny Beautification for the recent Pride Day festivities and turnout.

John Rambo praised and thanked Beautification, the City of Sweeny, Rotary, the Lions Club, and all involved, for their efforts in making Pride Day a success. He stated they did a great job, and he has received great comments.

Mayor Hopkins added that Beautification did a great job along with the cookers, citizens, and Lions club. He stated the family atmosphere was positive.

City Manager added that she herself had a great time. Her son had a great time at Pride Day as well. She was a cake judge and enjoyed all the baked goods and food at the cookoff. She stated the City has taken delivery of the new pavilion, courtesy of P66. It is a white vinyl wrapped pavilion with two ceiling fans and is to be installed at MLK Park.

#### ADJOURN REGULAR SESSION

Mayor Hopkins adjourned the meeting at 6:37PM.

City Affiliates Present City Manager, Lindsay Koskiniemi Police Chief. Brad Caudle Director of Public Works, Terrance Bell City Secretary/ Developmental Services, Kaydi Smith Public Works Department/Gas Contractor, David Jordan Public Works Gas Employee, Courtlyn Davidson

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Kaydi Smith - City Secretary

#### CITY COUNCIL MEETING SPECIAL SESSION

#### Monday, May 13, 2024 at 5:00 PM

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

#### MINUTES

BE IT KNOWN that the City Council of the City of Sweeny met in **Special Session** on **Monday, May 13, 2024 at 5:00 PM.** at City Hall, 102 W. Ashley Wilson Rd, Sweeny, Texas with the following agenda.

#### CALL TO ORDER/ROLL CALL

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

#### **PLEDGES & INVOCATION**

Pledges were led by Tim Pettigrew. Invocation was given by Reese Cook.

#### CITIZENS WISHING TO ADDRESS CITY COUNCIL

No citizens comments.

#### **CONSENT AGENDA**

1. Proclamation: National Public Works Week; May 19th - 25th, 2024 Mayor stated he will sign the proclamation and it will be posted at City Hall, proclaiming May 19<sup>th</sup>-25<sup>th</sup>, 2024 to be National Public Works Week. Mayor Hopkins thanked each of our Public Works employees and the Director of Public Works, Terrence "Tex" Bell.

#### **REGULAR AGENDA**

2. Discussion and possible action to Resolution No. 24-107, Canvassing the Results of the General Election May 04, 2024, declaring the candidates for Municipal Judge and Council Positions One (1), Three (3), and Five (5) duly elected.

Mayor Hopkins recited the full Resolution including the votes received, terms to be held upon canvassing the returns, and declaring the results of the General Election, held on May 04, 2024 in the City of Sweeny, for the two-year terms of the Municipal / City Judge and City Council Positions No. One (1), Three (3), & Five (5).

Candidate	Number of Votes
Office of the Municipal/City Judge Robert J. Foster	352
<u>City Council Position No. One (1)</u> Neal Bess Jr. Mark Morgan Jr.	232 194
<u>City Council Position No. Three (3)</u> Brian Brooks Cerrington Massey	220 203
<u>City Council Position No. Five (5)</u> Rusty Lofton Tim Pettigrew Caniel "Shaun" Massey	88 175 154

Mark Morgan Jr. made the motion to approve Resolution 24-107 canvassing the votes. John Rambo seconded. All in favor. Motion carried.

3. Recognition and Presentation of Appreciation Plaque for Mark Morgan Jr., Council Position No.1

Mayor Hopkins presented Mark Morgan Jr. with a plaque of appreciation for his contributions to the City of Sweeny as Councilman Position No. 1 from 2022 to 2024.

4. Administering of the Oath of Office and Statement of Elected Officer for the duly elected;

Municipal Judge, Council Positions One (1), Three (3), and Five (5), Appointing Elected Officials Attorney Stevenson administered the elected officials their Oath of Office and Statement of Elected Officer.

5. Presentation of the Certificate of Election for Newly Appointed Officials Mayor Hopkins presented the Certificates of Election to Robert J. Foster, Neal Bess Jr., Brian Brooks, and Tim Pettigrew.

Neal Bess Jr. assumed his position as newly elected Council Position No. 1 on the diocese and the meeting continued proceedings of the regular agenda, continuing to item #6. Mr. Bess thanked previous Councilman Position No. 1, Mark Morgan Jr., and praised his work over the last two years as Mr. Morgan stepped down.

6. Discussion and possible action to Windstorm Insurance renewal quotes for 2024-2025

City Manager stated that the windstorm quotes are included within the packets. Rates have increased again this year and are quite expensive. Previously she removed three buildings to reduce costs. She removed the EDC building and two public works shops, as the valuations were too high in relation to the worth of the buildings. She stated that there is already a lapse in coverage, and we received the renewal last week. Council discussed and would like additional information in hopes of reducing costs. Tim Pettigrew made a motion to suspend agenda item six until the next regular council meeting in June. (City Secretary clarified as requesting next regular meeting or in June? Pettigrew answered next regular meeting. Next regular meeting is May 21, 2024.) Neal Bess Jr. seconded. All in favor. Motion carried.

#### ITEMS OF COMMUNITY INTEREST

Councilman Bess stated that when Sweeny went to Home Rule, he received an ordinance book and feels everything we need to know about the city is within the book. He encourages others to get the same.

Councilman Brooks welcomed Councilman Bess.

Councilman Rambo congratulated Mr. Bess.

Mayor Hopkins congratulated all and made a statement of the effort it takes to be within local government and voter turnouts.

Councilman Pettigrew stated he is looking forward to working with Mr. Bess and everyone.

City Manager reflected on a well-known resident in the community, Stacy Winscott, that recently passed away. She stated that she had become a close friend and was thankful for her friendship.

#### ADJOURN REGULAR SESSION

Mayor Hopkins adjourned the meeting at 5:41 PM.

City Employees Present City Manager, Lindsay Koskiniemi Police Chief, Brad Caudle Director of Public Works, Terrance Bell Finance Director, Karla Wilson City Secretary, Kaydi Smith Public Works Office Manager, Elizabeth Brown Public Works Employees: Gyler Thornton, Daniel Wright, Courtlyn Davidson, Trevion Johnson and Troi Johnson

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Kaydi Smith - City Secretary

## COPY

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SWEENY, TEXAS, CANVASSING THE RETURNS AND DECLARING THE RESULTS OF A GENERAL ELECTION HELD IN AND THROUGHOUT THE CITY OF SWEENY, TEXAS, ON THE 4TH DAY OF MAY, A. D. 2024, FOR THE PURPOSE OF ELECTING CERTAIN CITY OFFICIALS TO OFFICE FOR SPECIFIED TERMS; FINDING FACT AND PROVING OTHER MATTERS INCIDENT THERETO.

Resolution 24-107

WHEREAS, heretofore, the City Council of the City of Sweeny, Texas, by

appropriate ordinance, did order and direct that a General Election be held in and throughout the City of Sweeny, Texas, on the 4th day of May, A. D. 2024, for the purpose of electing certain City officials to office for the terms provided below.

1. City Judge for a term of two (2) years;

- 2. One City Council person for a term of two (2) years for Position One.
- 3. One City Council person for a term of two (2) years for Position Three

4. One City Council person for a term of two (2) years for Position Five.

WHEREAS, notice of said election was given within the time and manner

required by law and under the circumstance required by law, in particular the Election Code of the State of Texas; and

WHEREAS, the following named persons were candidates for the office of City Judge of the City of Sweeny, Texas:

1. Robert J. Foster

WHEREAS, the following named persons were candidates for the office of city council person for the City of Sweeny, Texas:

POSITION ONE, FOR A TERM OF TWO YEARS:

- 1. Neal Bess, Jr.
- 2. Mark Morgan, Jr.

#### POSITION THREE, FOR A TERM OF TWO YEARS:

- 1. Brian Brooks
- 2. Cerrington Massey

#### POSITION FIVE, FOR A TERM OF TWO YEARS:

- 1. Rusty Lofton
- 2. Tim Pettigrew
- 3. Caniel "Shaun" Massey

WHEREAS, said election was duly called and held in the manner and time required by law, and only qualified voters were permitted to vote in said election; and

WHEREAS, the election returns are now before the City Council; and

WHEREAS, it appears from said election returns, which were delivered to the City

Council by the appropriate election official, that the following number of votes were cast

for each of the respective candidates for the offices of City Judge and City Council person,

to-wit:

#### OFFICE OF CITY JUDGE

CANDIDATE	NUMBER OF VOTES
Robert J. Foster	352

#### CITY COUNCIL PERSON POSITION ONE

CANDIDATE	NUMBER OF VOTES

Neal Bess, Jr. Mark Morgan, Jr.

#### CITY COUNCIL PERSON POSITION THREE

232

194

CANDIDATE	NUMBER OF VOTES
Brian Brooks	220
Cerrington Massey	203

#### CITY COUNCIL PERSON POSITION FIVE

CANDIDATE	NUMBER OF VOTES
Rusty Lofton	88
Tim Pettigrew	175
Caniel "Shaun" Massey	154

WHEREAS, it appears that the candidates for the respective offices receiving the

greatest number of votes cast for such office are all and singularly qualified to hold such offices, under the terms and conditions provided by law; and

WHEREAS, it appears that said successful candidate for each of the respective offices is entitled to take office upon the taking of the constitutional oath of office required by law, and upon giving bond, if any, as required by law;

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

#### SECTION ONE (1):

The above described general election was duly called, ordered and held and due notice thereof was given in the manner and time required by law, and all ballots were in due form and order. Only qualified voters were permitted to vote at said election.

#### SECTION THREE (3)

That ROBERT J. FOSTER, candidate for the office of City Judge of the City of Sweeny, Texas, NEAL BESS, JR., candidate for the office of City Council Person, Position One (1), BRIAN BROOKS, candidate for the office of City Council Person Position Three (3), and TIM PETTIGREW, candidate for the office of City Council Position Five (5), received the greater number of votes cast for such respective offices, are qualified for such offices, and are entitled to such offices upon taking the constitutional oath of office required by law and giving bond, if any, required by law.

PASSED AND ADOPTED this the 13th day of May, A. D. 2024.

#### DUSTY HOPKINS, MAYOR OF THE CITY OF SWEENY, TEXAS

ATTEST:

#### KAYDI SMITH, CITY SECRETARY

City of Sween Election	y General	Brazoria County	Unoffici Item 2. Regist
2024 Joint Local El	ection	Joint Local Election	439 of 2249 = 19.52% Polling Places Reporting
Run Time Run Date	5:18 PM 05/10/2024	5/4/2024 Page 1	32 of 32 = 100.00%

## **Council**, Position 1

Choice	Party	Absentee		Early Voting		Elec	Election Day		Total
Neal Bess Jr.		8	66.67%	121	51.93%	103	56.91%	232	54.46%
Mark Morgan Jr.		4	33.33%	112	48.07%	78	43.09%	194	45.54%
	Cast Votes:	12	100.00%	233	100.00%	181	100.00%	426	100.00%
	Undervotes:	0		10		3		13	
	Overvotes:	0		0		0		0	

## Council, Position 3

···· · · · · · ·									
Choice	Party	Absentee		Early Voting		Elec	Election Day		Total
Brian Brooks		6	50.00%	121	52.61%	93	51.38%	220	52.01%
Cerrington Massey		6	50.00%	109	47.39%	88	48.62%	203	47.99%
	Cast Votes:	12	100.00%	230	100.00%	181	100.00%	423	100.00%
	Undervotes:	0		13		3		16	
	Overvotes:	0		0		0		0	

# Council, Position 5

Choice	Party	Absentee		Earl	Early Voting		Election Day		Total
Rusty Lofton		2	16.67%	46	19.83%	40	23.12%	88	21.10%
Tim Pettigrew		6	50.00%	101	43.53%	68	39.31%	175	41.97%
Caniel "Shaun" Massey		4	33.33%	85	36.64%	65	37.57%	154	36.93%
	Cast Votes:	12	100.00%	232	100.00%	173	100.00%	417	100.00%
	Undervotes:	0		11		11		22	
	Overvotes:	0		0		0		0	

Municipal Judge									
Choice	Party	Α	bsentee	Earl	y Voting	Elec	tion Day		Total
Robert J. Foster		12	100.00%	200	100.00%	140	100.00%	352	100.00%
	Cast Votes:	12	100.00%	200	100.00%	140	100.00%	352	100.00%
	Undervotes:	0		43		44		87	
	Overvotes:	0		0		0		0	

\*\*\* End of report \*\*\*



# CITY OF SWEENY OFFICE OF THE MAYOR

Freedom is the foundation that holds up a strong state and nation. Without freedom, we lose access to choice and knowledge, which are fundamental to the forward thinking that builds goals and dreams into a successful life.

On January 1, 1863 President Abraham Lincoln's Emancipation Proclamation became official and the slaves that were held in bondage and oppressed were now proclaimed free men, women, and children. However, this news did not reach the great State of Texas until June 19, 1865, over two years later when General Gordon Granger read the order in Galveston that day.

Locally in September, between the shade of two bois d'arc trees that grew before the home of plantation owner, John B. Sweeny, Jr, masters and slaves of fourteen plantations in Brazoria County assembled in 1865 to be given the news of that new freedom. In 2011 one of the trees that died, was commissioned for a sculpture, known as "The Freedmen Tree," and is on display at the Brazoria Historical Museum.

Juneteenth marks not only the end of slavery within Texas, but our first steps toward providing freedom for all, which we still strive to do each and every day.

I encourage all residents of our great City of Sweeny to come together in celebration of Juneteenth, the freedom this holiday represents and the history and culture of the African-American community it presents.

Therefore, I, Dusty Hopkins, Mayor of Sweeny Texas, do hereby proclaim June 19, 2024, to be

# **Juneteenth Day**

in Sweeny and urge the appropriate recognition whereof.

In official recognition whereof, I hereby affix my signature this the 21st day of May 2024.

Mayor Dusty Hopkins



# AGENDA MEMO

## Business of the City Council City of Sweeny, Texas

Meeting Date	05.210.2024	Agenda Items			
Approved by City Manager	Yes	Presenter(s)	Lindsay Koskiniemi, City Manager		
Reviewed by City Attorney	No	Department	Gas Utility		
Subject	Discussion and po utility compliance		ouncil requested update on gas		
Council Strategic Goals	<ol> <li>2. Infrastructure Investment – Support strategic investment in city facilities.</li> <li>4. Government Sustainability – Ensure government transparency.</li> <li>5. Safe and Beautiful City – Promotion of environmental stewardship,</li> </ol>				
Attachments / Supporting documents	Enhancement of public safety and health None				
Financial Information	Expenditure Requ Amount Budgeted Account Number: Additional Approp Additional Accourt	d: priation Required:	N/A N/A		

#### **Executive Summary**

At the special City Council session on May 9, 2024, Council requested updates on gas utility maintenance and regulatory compliance at all regular meetings until further notice.

In May 2024, the City underwent a Railroad Commission gas utility audit that has originally been scheduled for February 2024. At the time, staff was unaware of the audit, so the audit was postponed until recently.

The audit disclosed noncompliance issues that included not having an 8% system-wide steel service line replacement plan and accompanying replacement data, not having an updated Distribution Integrity Management Plan (DIMP) on file (every 5 years), and the most recent DIMP plan (2015) disclosing improper recognition of appropriate threats within the plan, such as corrosion and weather conditions.

Staff is working to address and resolve noncompliance issues and has enrolled in the SHRIMP program, a \$19 annual program that provides access to DIMP templates and other valuable resources. Staff has created logins for SHRIMP and is currently working to update the DIMP, which will resolve two (2) of the six (6) violations.

Additionally, staff has begun the FY24 Natural Gas Distribution Infrastructure and Safety Modernization Grant that opened through the Department of Transportation on May 9, 2024. Currently, the City Engineer is assisting the City Manager with gathering cost opinions on the



# AGENDA MEMO

## Business of the City Council City of Sweeny, Texas

replacement of all steel services lines for compliance, all aged orange poly lines, and the installation of system-wide isolation valves in strategic locations with an accompanying GIS map. An updated DIMP will be required to be submitted with the grant application.

In a cursory review of the system needs and updates, we anticipate the request will be approximately \$5 million. In our evaluation, the City is an excellent candidate for this grant. The submission deadline for this grant is June 20, 2024, so we are working quickly and may leverage the help of a professional grant writer.

No recommended action.

#### **Recommended Action**



# **AGENDA MEMO**

## Business of the City Council City of Sweeny, Texas

Meeting Date	05/21/2024	Agenda Item			
Approved by City Manager		Presenter(s)	Lindsay Koskiniemi/Karla Wilson		
Reviewed by City Attorney	- 6.24 - 7.24 - 7.24	Department	Finance		
Subject	Windstorm Policy Renewal 2024-2025				
Attachments	Windstorm Insu	irance renewal quote	s for 2024-2025		
	Expenditure Red	quired:	Dependent upon Council decision		
	Amount Budget	ed:			
Financial	Account Numbe	er:			
Information	Additional Appr	opriation Required:			

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

- Market Policy expired 05/09/2024.
- TWIA Policy expires 06/01/2024.

Renewal quotes for 2024-2025 are attached.

Heena Patel, AU, Senior Account Executive, Vice President, Victor US, will be present by Zoom to present.

#### **Recommended Action**

Staff recommends council approve a Market Policy and TWIA policy to be contracted through Victor Insurance Managers, Inc. for Windstorm Insurance Coverage for the 2024-2025 policy periods at the premiums stated in the Renewal Quotes attached.

### Karla Wilson

From:	Patel, Heena A
Sent: 🔋	Wednesday, May 15, 2024 3:15 PM
То:	Lindsay Koskiniemi; Karla Wilson
Cc:	'Michael Kuykendall'; Cheryl Nixon
Subject:	City of Sweeny- 2024 Windstorm Revised Renewal Quote
Attachments:	Revised Renewal Proposal Summary.xlsx; AmRisc 5% (\$250K Min Deductibles).pdf; TWIA Commercial Quote Summary
	5%.pdf

Lindsay,

Per our conversation yesterday, please see attached revised quotes reflecting the following:

- 1. Removed contents from open market quote
- 2. Removed flag poles from city hall & library/civic center
- 3. Increased deductibles to 5% for TWIA & open market.
- 4. Please note AmRisc deductibles will be as follows:
  - a. NS Wind/Hail 5.00% minimum \$250,000 (vrs min of \$100K on expiring)
  - b. AO Wind/Hail 1.00% minimum \$250,000 (vrs min of \$50K on expiring)
- 5. Expiring had \$5,000,000 sublimit, while full limits for renewal quote. Almost an increase in \$3,000,000 in available limits.
- 6. Further negotiated a \$600 reduction in cost for AmRisc.
- 7. TWIA needs to be in by 6/1/2024. You do have the option to pay in installments.

Let me know if you have any questions. Both option 1 (including contents, lower deductible) and option 5 (lower deductible excluding contents for open market only) are good options.

I can also discuss over the phone with you tomorrow.

Best,

	Heena Patel, AU Senior Account Executive, Vice President, Victor US
VICTOR	Looking for a market?

From: Patel, Heena A Sent: Monday, April 29, 2024 4:54 PM To: Lindsay Koskiniemi <citymanager@sweenytx.gov>; Karla Wilson <kwwilson@sweenytx.gov> Cc: 'Michael Kuykendall' Subject: City of Sweeny- 2024 Windstorm Renewal Quote

Good afternoon Lindsay,

Victor Insurance Managers is pleased to provide you with the attached windstorm renewal quote for 2024.

# City of Sweeny Wind/Hail 2023-2024

2023-Expiring					
Total Insurable Value:	\$	11,474,001.00			
Total limits insured	\$	8,027,003.00			
Deductible TWIA		5% per item			
Deductible Open Market-named storm		5% per item-min \$100K			
Deductible Open Market-all other wind		1% per item-min. \$50K			
Total Cost:	\$	184,466.82			

#### **Marketing Summary**

AmRisc	QUOTED
AXIS	Declined - Small Munies don't perform well
BHI (Buy Down)	QUOTED
Catalytic	Declined - Older Construction / Light Metal Frame Construction on the schedule
Curotech	Declined - Location & Construction of Property.
ICAT	Declined - Outside of current appetite
Intact	Excess Market Only - No competitive primary to pair with.
Kinsale	Indicated \$5M xs \$5M - \$85K to \$100K
Munich Re	Declined - due to equipment exposures and age of construction
Navigators	Excess Market Only - No competitive primary to pair with.
Paragon	Excess Market Only - No competitive primary to pair with.
RLI	QUOTED
RSUI	Declined - Light Construction & Brazoria County location
Texas Windstorm	QUOTED
Velocity	Declined - Can't compete. Would need at least a \$1.50 rate to consider due to the age, construction & location.
Ventus	Declined - Would need \$1.50 to \$2 rate. Would have to exclude some of the buildings due to construction.
Westchester	Declined - Not a target at this time: water treatment plants, generators, etc.



# City of Sweeny Windstorm Renewal Options Open Market Effective -TBD TWIA Effective -06/01/2024

Option 1	Carrier	Deductible	Limit	Annual Cost
Combined		5% Per Location, subject to \$250,000 Minimum		
Carriers	Waypoint/AmRisc Carriers	Per Occurrence – Named Wind	\$8,446,998	\$128,715.77
		3% Per Location, subject to \$5,000 Minimum Per		
-	BHI-Deductible Buy Down	Occurrence – Named Wind		\$14,498.95
	Texas Windstorm Insurance Association (TWIA)*	1% per item, per occurrence	\$ 3,027,003.00	\$34,927.00
			\$11,474,001	\$178,141.72

Carrier	Deductible	Limit	Annual Cost
RLI	5% Per Location, subject to \$100,000 Minimum Per Occurrence – Named Storm 1% Per Location; All other Wind/Hail-subject to \$50,000 Minimum Per Occurrence –	\$8,607,097	\$158,696.47
Texas Windstorm Insurance Association (TWIA)*	1% per item, per occurrence	\$ 3,027,003.00 \$11,634,100	
	RLI Texas Windstorm Insurance Association	RLI       5% Per Location, subject to \$100,000 Minimum         Per Occurrence – Named Storm 1% Per Location;         All other Wind/Hail-subject to \$50,000 Minimum         Per Occurrence –         Texas Windstorm Insurance Association         1% per item, per occurrence	RLI       5% Per Location, subject to \$100,000 Minimum Per Occurrence – Named Storm 1% Per Location; All other Wind/Hail-subject to \$50,000 Minimum Per Occurrence –       \$8,607,097         Texas Windstorm Insurance Association (TWIA)*       1% per item, per occurrence       \$3,027,003.00

Option 3	Carrier	Deductible	Limit	Annual Cost
Combined		5% Per Location, subject to \$250,000 Minimum		
Carriers	Waypoint/AmRisc Carriers	Per Occurrence – Named Wind	\$8,446,998	\$128,715.77
	Texas Windstorm Insurance Association (TWIA)*	5% per item, per occurrence	\$ 3,027,003.00	\$30,312.00
			\$11,474,001	\$159,027.77

Option 4	Carrier	Deductible	Limit	Annual Cost
Combined		5% Per Location, subject to \$250,000 Minimum		
Carriers	Waypoint/AmRisc Carriers	Per Occurrence – Named Wind	\$7,975,998	\$121,302.14
	Texas Windstorm Insurance Association (TWIA)*	5% per item, per occurrence	\$ 3,027,003.00	\$30,312.00
			\$11,003,001	\$151,614.14

Option 5	Carrier	Deductible	Limit	Annual Cost
Combined		5% Per Location, subject to \$250,000 Minimum		
Carriers	Waypoint/AmRisc Carriers	Per Occurrence – Named Wind	\$7,975,998	\$121,302.14
		3% Per Location, subject to \$5,000 Minimum Per		
	BHI-Deductible Buy Down	Occurrence – Named Wind		\$13,742.69
	Texas Windstorm Insurance Association (TWIA)*	5% per item, per occurrence	\$ 3,027,003.00	
			\$11,003,001	\$165,356.83

\* WPI8 is required for any major renovation or re-roof after 1988. We will pull all the WPI8s, and advise if any are missing.

\*Quote subject to TWIA inspection'

\* Premium is due to TWIA before effective date. City does have payment options with TWIA.

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

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

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

#### City of Sweeny AmRisc/Waypoint Wind/Hail Locations & Values May 2024-May 2025

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

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

ID	Building Description	Address Line	City	Zip	Year Built	# of Stories	Building Values	Value	Business Income Value	<b>Total Value</b>	Fire Constructi on Class	Coverage To Date	Area	3% Deductible- \$5K per occurrence	5% Deductible- \$250K per occurrence
4	City Hall	102 W Ashley-Wilson Rd	Sweeny	77480	1986	1	\$739,375			\$739,375	1	10/1/2016	3020	\$ 22,181.25	\$ 36,968.75
5	Volunteer Fire Station/Generator	210 N Pecan St	Sweeny	77480- 3022	1970	1	\$1,139,063			\$1,139,063	3	10/1/2016	5950	\$ 34,171.89	\$ 56,953.15
6	Library/Civic Center	205 W Ashley-Wilson Rd	Sweeny	77480- 1023	1983	1	\$1,872,747			\$1,872,747	3	10/1/2016	10400	\$ 56,182.41	\$ 93,637.35
8	Water Plant	201 N Peach St	Sweeny	77480- 3017	1964	1	\$182,250			\$182,250	4	10/1/2016	790	\$ 5,467.50	\$ 9,112.50
11	Public Works Building	201 W 2nd St	Sweeny	77480- 0000	1950	1	\$267,300			\$267,300	1	10/1/2016	2359	\$ 8,019.00	\$ 13,365.00
12	Wastewater Treatment Plant	2309 Ave A	Sweeny	77480- 0000	1995	0	\$1,967,587			\$1,967,587	7	10/1/2016	0	\$ 59,027.61	\$ 98,379.35
19	Office/Chlorine Bldg w/180kw Generator	2309 Ave A	Sweeny	77480- 0000	1993	1	\$175,148			\$175,148	4	10/1/2016	1216	\$ 5,254.44	\$ 8,757.40
21	Seniors Bldg	205 N Oak	Sweeny	77480- 0000	2006	1	\$349,215			\$349,215	3	10/1/2016	1763	\$ 10,476.46	\$ 17,460.77
22	Police Station	123 N Oak	Sweeny	77480- 3011	1970	1	\$560,000			\$560,000	4	10/1/2016	2800	\$ 16,800.00	\$ 28,000.00
23	Parking Shelter	102 W Ashley Wilson Rd	Sweeny	77480- 0000	1986	1	\$15,188			\$15,188	3	10/1/2016	1080	\$ 455.64	\$ 759.40
25	Fire Training Building	1507 A CR 372	Sweeny	77480-	2014	1	\$658,125			\$658,125	1	10/1/2016	3880	\$ 19,743.75	\$ 32,906.25
	Business Income								\$25,000	\$25,000				\$ 750.00	
	Extra Expense				-		1		\$25,000	\$25,000				\$ 750.00	
							\$7,925,998	\$0	\$50,000	\$7,975,998				\$ 239,279.95	\$ 398,799.92

Without Contents and FlagPoles

#### City of Sweeny AmRisc/Waypoint Wind/Hail Locations & Values May 10, 2024-May 10,2025

Sign:\_\_\_\_

\_\_\_\_\_

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

ID	Building Description	Address Line	City	Zip	Year Built	# of Stories	Building Values	Contents Value	Business Income Value	Total Value	Fire Constructi on Class	Area	3% Deductible- \$5K per occurrence	5% Deductible- \$250K per occurrence
4	City Hall w/(2) Flag Poles	102 W Ashley-Wilson Rd	Sweeny	77480-	1986	1	\$759,375	\$50,000		\$809,375	1	3020	\$ 24,281.25	\$ 40,468.75
5	Volunteer Fire Station/Generator	210 N Pecan St	Sweeny	77480- 3022	1970	1	\$1,139,063	\$75,000		\$1,214,063	3	5950	\$ 36,421.89	\$ 60,703.15
6	Library/Civic Center/(2) Flag Poles	205 W Ashley-Wilson Rd	Sweeny	77480- 1023	1983	1	\$1,892,747	\$50,000		\$1,942,747	3	10400	\$ 58,282.41	\$ 97,137.35
8	Water Plant	201 N Peach St	Sweeny	77480- 3017	1964	1	\$182,250	\$75,000		\$257,250	4	790	\$ 7,717.50	\$ 12,862.50
11	Public Works Building	201 W 2nd St	Sweeny	77480- 0000	1950	1	\$267,300	\$15,000		\$282,300	1	2359	\$ 8,469.00	\$ 14,115.00
12	Wastewater Treatment Plant	2309 Ave A	Sweeny	77480- 0000	1995	0	\$1,967,587	\$10,000		\$1,977,587	7	0	\$ 59,327.61	\$ 98,879.35
19	Office/Chlorine Bldg w/180kw Generator	2309 Ave A	Sweeny	77480- 0000	1993	1	\$175,148	\$1,000		\$176,148	4	1216	\$ 5,284.44	\$ 8,807.40
21	Seniors Bldg	205 N Oak	Sweeny	77480- 0000	2006	1	\$349,215	\$15,000		\$364,215	3	1763	\$ 10,926.46	\$ 18,210.77
22	Police Station	123 N Oak	Sweeny	77480- 3011	1970	1	\$560,000	\$90,000		\$650,000	4	2800	\$ 19,500.00	\$ 32,500.00
23	Parking Shelter	102 W Ashley Wilson Rd	Sweeny	77480- 0000	1986	1	\$15,188	\$0		\$15,188	3	1080	\$ 455.64	\$ 759.40
25	Fire Training Building	1507 A CR 372	Sweeny	77480- 2916	2014	1	\$658,125	\$50,000		\$708,125	1	3880	\$ 21,243.75	
	Business Income								\$25,000	\$25,000			\$ 750.00	
	Extra Expense			-		-			\$25,000	\$25,000			\$ 750.00	
						-	\$7,965,998	\$431,000	\$50,000	\$8,446,998			\$ 253,409.95	\$ 422,349.92

With Contents

ltem 5.

### City of Sweeny Effective June 1, 2024-June 1, 2025

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

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

		TWIA	Locations							-
ID	Building Description	Address Line	City	Zip	Year Built	Building Values	Contents Value	Total Value	1% Deductible	5% Deductible
9	400k gal Ground Water Tank	201 Peach St	Sweeny	77480-3017	1978	\$279,215	\$0	\$279,215	\$ 2,792.15	the second s
10	400k gal Ground Water Tank	200 Sycamore St	Sweeny	77480-2916	1978	\$279,215	\$0	\$279,215	\$ 2,792.15	
13	200k gal Elevated Water Tank	800 N Hackberry St	Sweeny	77480-0000	1978	\$1,199,221	\$0	\$1,199,221	\$ 11,992.21	\$ 59,961.05
14	75k gal Elevated Water Tank w/Tower	200 N Peach St	Sweeny	77480-3018	1947	\$727,087	\$0	\$727,087	\$ 7,270.87	
15	Water Well #1	201 Peach St	Sweeny	77480-3017	1978	\$64,911	\$0	\$64,911	\$ 649.11	\$ 3,245.55
16	Water Well #5	200 Sycamore St	Sweeny	77480-0000	1978	\$192,655	\$0	\$192,655	\$ 1,926.55	\$ 9,632.75
17	Water Well #3 (Entire Well)	301 Martin Luther King Blvd	Sweeny	77480-0000	1978	\$219,788	\$0	\$219,788	\$ 2,197.88	\$ 10,989.40
18	Water Well #4	109 S Travis	Sweeny	77480-2921	1978	\$64,911	\$0	\$64,911	\$ 649.11	\$ 3,245.55
					and an and a second second			\$3,027,003	\$ 30,270.03	\$ 151,350,15
							Total Cost:	\$34,927	\$34,927	\$30,312

.



#### Heena Patel

Apr 17, 2024

Re: City of Sweeny, Proposed Effective 5/9/2024 to 5/9/2025

Dear Heena:

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

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

Premium:	\$115,500.00
Policy Fee	\$750.00
MGA Fee	\$2,310.00
Inspection Fee	\$3,000.00
Broker Fee	\$1,155.00
Surplus Lines Tax	\$5,951.68
Stamping Office Fee	\$49.09
Grand Total:	\$128,715.77

Option to Elect Terrorism Coverage

TRIPRA Premium: APPLIES \$11,550.00 Additional Taxes: \$564.79 Total Including TRIA(if elected) \$140,830.56

Broker Fees & Policy Fees are Fully Earned at Binding

If Non Admitted the following applies: Texas Tax Filings are the responsibility of: () Your Agency (X) CRC Guaranty Fund Nonparticipation Notice

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

Surplus Lines Agent: CRC Insurance Services, License

Address:

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

Sincerely,

**Purdy Team** 



Victor Insurance Managers Inc.

City of Sweeny, Ref# \_\_\_\_\_\_ Proposed Effective 5/9/2024 to 5/9/2025

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

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

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

 Premium:
 \$13,323.00

 Policy Fee
 \$500.00

 Surplus Lines Tax
 \$670.42

 Stamping Office Fee
 \$5.53

 Grand Total:
 \$14,498.95

Broker Fees & Policy Fees are Fully Earned at Binding

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

#### If Non Admitted the following applies:

#### Texas Tax Filings are the responsibility of: CRC

**Guaranty Fund Nonparticipation Notice** 

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

Surplus Lines Agent: CRC Insurance Services, License



City of Sweeny, Ref# Proposed Effective 5/9/2024 to 5/9/2025

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

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

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

 Premium:
 \$149,348.00

 Policy Fee
 \$750.00

 MGA Fee
 \$500.00

 Inspection Fee - Company
 \$700.00

 Surplus Lines Tax
 \$7,337.95

 Stamping Office Fee
 \$60.52

 Grand Total:
 \$158,696.47

#### **Broker Fees & Policy Fees are Fully Earned at Binding**

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

#### If Non Admitted the following applies:

#### Texas Tax Filings are the responsibility of: CRC

**Guaranty Fund Nonparticipation Notice** 

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



May 15, 2024

Victor Insurance Managers Inc.

Re: City of Sweeny, Ref# Proposed Effective 5/9/2024 to 5/9/2025

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

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

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

Premium:	\$109,032.00
Policy Fee	\$750.00
MGA Fee	\$2,310.00
Inspection Fee	\$2,400.00
Broker Fee	\$1,155.00
Surplus Lines Tax	\$5,608.88
Stamping Office Fee	\$46.26
	·

Grand Total: \$121,302.14

Broker Fees & Policy Fees are Fully Earned at Binding

Texas Tax Filings are the responsibility of: () Your Agency (x) CRC Guaranty Fund Nonparticipation Notice

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

Surplus Lines Agent: CRC Insurance Services, License#

Address:

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

Sincerely, Purdy Team /



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

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

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

CUSTOME	RINFORMATION
DATE QUOTED: 04/24/2024 PROPOSED EFFECTIVE DATE: 06/01/2024 12:01 a.m. POLICY PERIOD: FROM: 06/01/2024 12:01 a.m. TO: 06/01/2025 12:01 a.m.	POLICY/OFFER NUMBER: TRANSACTION TYPE: Renewal ACCOUNT NUMBER:
CUSTOMER NAME AND MAILING ADDRESS: CITY OF SWEENY PO BOX 248 SWEENY TX 77480-0248 <u>ACCOUNTSPAYABLE@SWEENYTX.GOV</u> (979) 548-3321	AGENCY NAME AND LOCATION VICTOR INSURANCE MANAGERS LLC VICTOR INSURANCE MANAGERS LLC - PRODUCER GROUP (11829)
COVERAGE AND I	PREMIUM INFORMATION
TOTAL PREMIUM AND SURCHARGES: \$34,927	
COVER	AGE SUMMARY
BUILDING 1: 0	COVERAGE SUMMARY
BUILDING AND BUSINESS PROPERTY LOCATION: 800 N Hackberry St, Sweeny, TX 77480	· · · · ·
WIND AND HAIL COVERAGE	LIMITS PREMIUMS

Coverage A
Building Coverage
Deductible 1% (\$1000 min)
Coinsurance 80%

### **BUILDING 2: COVERAGE SUMMARY**

### BUILDING AND BUSINESS PROPERTY LOCATION: 200 N Peach St, Sweeny, TX 77480

WIND AND HAIL COVERAGE	LIMITS	PREMIUMS
Coverage A		
Building Coverage	\$727,000	\$12,275
Deductible 1% (\$1000 min)	\$7,270	-\$2,823
Coinsurance 80%		

1

\$1,199,000

\$11,990

\$20,244

-\$5,061

BUILDING 3: COVERAGE SUMMARY		Item
BUILDING AND BUSINESS PROPERTY		
CCATION: 201 Peach St, Sweeny, TX 77480		
WIND AND HAIL COVERAGE	LIMITS	PREMIUMS
Coverage A		
Building Coverage	\$279,000	\$4,711
Deductible 1% (\$1000 min)	\$2,790	-\$801
Coinsurance 80%		
BUILDING 4: COVERAGE SUMMARY		
BUILDING AND BUSINESS PROPERTY		
LOCATION: 200 Sycamore St, Sweeny, TX 77480		
WIND AND HAIL COVERAGE	LIMITS	PREMIUMS
Coverage A		
Building Coverage	\$279,000	\$4,711
Deductible 1% (\$1000 min)	\$2,790	-\$803
Coinsurance 80%		
BUILDING 5: COVERAGE SUMMARY		
BUILDING AND BUSINESS PROPERTY		
LOCATION: 201 Peach St, Sweeny, TX 77480		
WIND AND HAIL COVERAGE	LIMITS	PREMIUMS
Coverage A		
Building Coverage	\$65,000	\$339
Deductible 1% (\$1000 min)	\$1,000	-\$34
Coinsurance 80%		
BUILDING 6: COVERAGE SUMMARY		
BUILDING AND BUSINESS PROPERTY		
LOCATION: 200 Sycamore St, Sweeny, TX 77480		
WIND AND HAIL COVERAGE	LIMITS	PREMIUM
Coverage A		
Building Coverage	\$193,000	\$1,00
Deductible 1% (\$1000 min)	\$1,930	-\$12
Coinsurance 80%		

BUILDING 7: COVERAGE SUMMARY		Item
BUILDING AND BUSINESS PROPERTY		
OCATION: 301 Martin Luther King Blvd, Sweeny, TX 77480		
NIND AND HAIL COVERAGE	LIMITS	PREMIUMS
Coverage A		
Building Coverage	\$220,000	\$1,148
Deductible 1% (\$1000 min)	\$2,200	-\$172
Coinsurance 80%		
BUILDING 8: COVERAGE SUMMARY	······	
BUILDING AND BUSINESS PROPERTY		
OCATION: 109 S Travis, Sweeny, TX 77480		

WIND AND HAIL COVERAGE	LIMITS	PREMIUMS
Coverage A		
Building Coverage	\$65,000	\$339
Deductible 1% (\$1000 min)	\$1,000	-\$34
Coinsurance 80%		

### POLICY FORMS AND ENDORSEMENTS

FORMS APPLICABLE TO ALL COVERAGES						
COVERAGE FORM	FORM NUMBER	EDITION	LIMIT	PREMIUMS		
TWIA Commercial Policy TWCP 04/01/2020 N/A Included						

		FORMS APPLICABLE TO SPECIFIC	C BUILDING C	OVERAGES		
BUILDING ID	COVERAGE	COVERAGE FORM	FORM NUMBER	EDITION	LIMIT	PREMIUMS
1	A	Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	TWIA-164	11/08/2019	N/A	Included
2	A	Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	TWIA-164	11/08/2019	N/A	Included
3	A	Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	TWIA-164	11/08/2019	N/A	Included
4	A	Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	TWIA-164	11/08/2019	N/A	Included
5	A	Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	TWIA-164	11/08/2019	N/A	Included
6	A	Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	TWIA-164	11/08/2019	N/A	Included
7	A	Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	TWIA-164	11/08/2019	N/A	Included

8	A	Replacement Cost Coverage - Coverage A	TWIA-164	11/08/2019	N/A	Included	ltem 5.
		(Building) and Coverage B (Business Personal					
		Property)					

TWIA PAYMENT PLANS					
Name	Down Payment	Installment	Total		
TWIA Full Pay	\$34,927.00	\$0.00	\$34,927.00		
TWIA 2 Pay	\$17,463.50	\$17,463.50	\$34,927.00		
TWIA 4 Pay	\$10,478.10	\$8,149.64	\$34,927.00		
TWIA 10 Pay (Auto Pay)	\$5,239.05	\$3,298.67	\$34,927.00		



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

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

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

CUST	TOMER INFORMATION	
DATE QUOTED: 04/02/2024 PROPOSED EFFECTIVE DATE: 06/01/2024 12:01 a.m. POLICY PERIOD: FROM: 06/01/2024 12:01 a.m. TO: 06/01/2025 12:01 a.m.	POLICY/OFFER NUMBER TRANSACTION TYPE: Renewal ACCOUNT NUMBER:	
CUSTOMER NAME AND MAILING ADDRESS: CITY OF SWEENY PO BOX 248 SWEENY TX 77480-0248 ACCOUNTSPAYABLE@SWEENYTX.GOV (979) 548-3321	AGENCY NAME AND LOCATION VICTOR INSURANCE MANAGERS LLC VICTOR INSURANCE MANAGERS LLC - PRODUCER G	ROUP (11829)
COVERAGE A	AND PREMIUM INFORMATION	
TOTAL PREMIUM AND SURCHARGES: \$30,312		
CC	OVERAGE SUMMARY	
BUILDING	G 1: COVERAGE SUMMARY	
BUILDING AND BUSINESS PROPERTY LOCATION: 800 N Hackberry St, Sweeny, TX 77480		
WIND AND HAIL COVERAGE	LIMITS	PREMIUMS
Coverage A		
Building Coverage	\$1,199,000	\$20,244
Deductible 5% (\$1000 min)	\$59,950	-\$7,288
Coinsurance 80%		
BUILDIN	G 2: COVERAGE SUMMARY	
BUILDING AND BUSINESS PROPERTY LOCATION: 200 N Peach St, Sweeny, TX 77480		
WIND AND HAIL COVERAGE	LIMITS	PREMIUMS
Coverage A	6707 000	ć10 070
Building Coverage	\$727,000	\$12,275
Deductible 5% (\$1000 min)	\$36,350	-\$4,174

Coinsurance 80%

### BUILDING AND BUSINESS PROPERTY LOCATION: 201 Peach St, Sweeny, TX 77480

WIND AND HAIL COVERAGE	LIMITS	PREMIUMS
<u>Coverage A</u> Building Coverage	\$279,000	\$4,711
Deductible 5% (\$1000 min)	\$13,950	-\$1,178
Coinsurance 80%		

#### **BUILDING 4: COVERAGE SUMMARY**

#### BUILDING AND BUSINESS PROPERTY LOCATION: 200 Sycamore St, Sweeny, TX 77480

WIND AND HAIL COVERAGE	LIMITS	PREMIUMS
Coverage A Building Coverage	\$279,000	\$4,711
Deductible 5% (\$1000 min)	\$13,950	-\$1,178
Coinsurance 80%		

**BUILDING 5: COVERAGE SUMMARY** 

## BUILDING AND BUSINESS PROPERTY

LOCATION: 201 Peach St, Sweeny, TX 77480

WIND AND HAIL COVERAGE	LIMITS	PREMIUMS
Coverage A		
Building Coverage	\$65,000	\$339
Deductible 5% (\$1000 min)	\$3,250	-\$68
Coinsurance 80%		

### BUILDING 6: COVERAGE SUMMARY

#### BUILDING AND BUSINESS PROPERTY LOCATION: 200 Sycamore St, Sweeny, TX 77480

WIND AND HAIL COVERAGE	LIMITS	PREMIUMS
Coverage A		
Building Coverage	\$193,000	\$1,007
Deductible 5% (\$1000 min)	\$9,650	-\$232
Coinsurance 80%		

Item 5.

#### **BUILDING 7: COVERAGE SUMMARY**

#### BUILDING AND BUSINESS PROPERTY

LOCATION: 301 Martin Luther King Blvd, Sweeny, TX 77480

WIND AND HAIL COVERAGE	LIMITS	PREMIUMS
Coverage A	4000 000	
Building Coverage	\$220,000	\$1,148
Deductible 5% (\$1000 min)	\$11,000	-\$276
Coinsurance 80%		

#### **BUILDING 8: COVERAGE SUMMARY**

### **BUILDING AND BUSINESS PROPERTY LOCATION:** 109 S Travis, Sweeny, TX 77480

WIND AND HAIL COVERAGE Coverage A	LIMITS	PREMIUMS
Building Coverage	\$65,000	\$339
Deductible 5% (\$1000 min)	\$3,250	-\$68
Coinsurance 80%		

#### **POLICY FORMS AND ENDORSEMENTS**

FORMS APPLICABLE TO ALL COVERAGES				
COVERAGE FORM	FORM NUMBER	EDITION	LIMIT	PREMIUMS
TWIA Commercial Policy	TWCP	04/01/2020	N/A	Included

	FORMS APPLICABLE TO SPECIFIC BUILDING COVERAGES					
BUILDING ID	COVERAGE	COVERAGE FORM	FORM NUMBER	EDITION	LIMIT	PREMIUMS
1	А	Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	TWIA-164	11/08/2019	N/A	Included
2	A	Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	TWIA-164	11/08/2019	N/A	Included
3	A	Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	TWIA-164	11/08/2019	N/A	Included
4	A	Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	TWIA-164	11/08/2019	N/A	Included
5	A	Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	TWIA-164	11/08/2019	N/A	Included
6	A	Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	TWIA-164	11/08/2019	N/A	Included
7	A	Replacement Cost Coverage - Coverage A (Building) and Coverage B (Business Personal Property)	TWIA-164	11/08/2019	N/A	Included

8	Replacement Cost Coverage - Coverage A	TWIA-164	11/08/2019	N/A	Included	Item 5.
	(Building) and Coverage B (Business Personal					
	Property)					

TWIA PAYMENT PLANS				
Name	Down Payment	Installment	Total	
TWIA Full Pay	\$30,312.00	\$0.00	\$30,312.00	
TWIA 2 Pay	\$15,156.00	\$15,156.00	\$30,312.00	
TWIA 4 Pay	\$9,093.60	\$7,072.80	\$30,312.00	
TWIA 10 Pay (Auto Pay)	\$4,546.80	\$2,862.80	\$30,312.00	

## **Insurance Summary**

Type of Coverage	Provider	Renewal Date
Liability Coverages	TMLIRP	October 01
Property	TMLIRP	October 01
Workers Comp	TMLIRP	October 01
Windstorm-Market	Victor Ins Managers-Market Option	May 09
Windstorm-TWIA	Victor Ins Managers-TWIA	June 01



# AGENDA MEMO

Business of the City Council City of Sweeny, Texas

Meeting Date	May 21, 2024	Agenda Items						
Approved by City Manager	Yes	Presenter(s)	William Huebner, P.E. City Engineer - Strand Associates					
Reviewed by City Attorney	No	Department	Water					
Subject		Discussion and possible action to award construction contract for the Main Street Water Main Replacement Project.						
Council Strategic Goals	2. Infrastructure Investment - Providing adequate water supply now a in the Future							
Attachments / Supporting documents	Bid Tabulation fro	m Strand Associat	es					
Financial Information	Expenditure Requ Amount Budgeted Account Number: Additional Approp	:	Yes					
	Additional Accour	nt Number:	2019 Certficiates					

### **Executive Summary**

The bid opening for the Main Street Water Main Replacement project was held on April 23, 2024 and Nerie Brothers Construction was the apparent low bidder with a bid price of \$1,209,873,00. JTM Construction was the second low bidder with a bid price of \$1,260,733.00. Both bids came is below the City Engineer cost estimate.

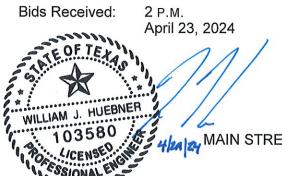
City Engineer contacted references for Nerie Brother Construction with generally positive response. The City of Pearland has awarded several projects to this contractor and provided positive feedback on their construction efforts and communication. City of Houston has also provided positive feedback for Nerie Brothers Construction due to the firm's efficiency.

City Engineer has worked with JTM Construction before and the City of El Campo had a positive experience.

Both bidders submitted professionally reviewed financial statements to the City for review, and no compliance or insolvency issues were found. Of note, a financial review is significantly less in scope to a financial audit, therefore no accountant opinions are provided concerning the fairness of the statements or any opinions provided on the statements' fairness of freedom from material misstatement.

### **Recommended Action**

City Council is urged to award the Main Street Water Main Replacement project to the contractor felt to be the most responsible.



STRAND ASSOCIATES, INC.® TBPE No. F-8405 TBPLS No. 10030000 1906 Niebuhr Street Brenham, TX 77833

### CITY OF SWEENY SWEENY, TEXAS MAIN STREET WATER MAIN REPLACEMENTS CONTRACT 1-2024

### **BID TABULATION SUMMARY**

	Bid Bond or	Addenda	Pipe Material Selection (PVC or	Computed
Bidder and Address	Guarantee	Acknowledged	HDPE)	Total Base Bid
Nerie Brothers Construction, LLC 3213 Fuqua Street Houston, TX 77047	5%	Yes	No Selection	\$1,209,873.00
JTM Construction, LLC 2709 Cottonwood School Road Rosenberg, TX 77471	5%	No	PVC	\$1,260,733.00 *\$1,260,553.00
Vera Industries, LLC 2440 Texas Parkway Missouri City, TX 77489	5%	Yes	No Selection	\$1,411,682.00
V&S Construction Company 9437 Gates Loop Manvel, TX 77578	5%	Yes	No Selection	\$1,443,897.00
Branch Construction Group, LLC 1621 FM 517 Road East, Suite D Dickinson, TX 77539	5%	Yes	No Selection	\$1,451,712.10
AR Turnkee Construction Co., Inc. 1418 Wakefield Drive Houston, TX 77018	10%	Yes	No Selection	\$1,474,125.00
ISJ Underground Utilities, LLC 526 South Pine Street Arcola, TX 77583	5%	Yes	No Selection	\$1,502,847.00
Matula & Matula Construction, Inc. 122 West Way, Suite 325 Lake Jackson, TX 77566	5%	Yes	No Selection	\$1,933,856.80

\*CONTRACTOR'S COMPUTED TOTAL

Reviewed by:

Bids Received: 2 P.M., April 23, 2024

STRAND ASSOCIATES, INC.\* TBPE No. F-8405 TBPLS No. 10030000 1906 Niebuhr Street Brenham, TX 77833

#### CITY OF SWEENY SWEENY, TEXAS MAIN STREET WATER MAIN REPLACEMENTS CONTRACT 1-2024

BID TABULATION BREAKDOWN

				3213	e Brothers C Fuqua Stre ston, TX 770	et	ction, LLC	2709 Co	nstruction ottownwoo erg, TX 77	od School F		Vera Industries, 2440 Texas Par Missouri City, T	tway		V&S Constructio 9437 Gates Loo Manvel, TX 775	р	mpany	162 Suit	nch Constructi 21 FM 517 Roa te D kinson, TX 775		141	Turnkee Con 8 Wakefield I uston, TX 770	Drive		ISJ Undergr 526 South P Arcola, TX 7	ine SI	Utilities, LLC ireet	122 V Suite	Vest Way,	Construction, In
No.	Description	Quantity	Unit		Unit Price		Total Price	-	nit ice	Totai Price		Unit Price	To	tal ce	Unit Price	Τ	Total Price		Unit Price	Total Price	T	Unit Price	Τ	Total Price	Unit Price	T	Total Price		Unit Price	Total Price
	***************************************							İ												1 1300	1	FINC		FILE			FINC		FIICE	FILLE
1.	Mobilization (Not to Exceed 10% of Total Bid Price Excluding Mobilization)	1	LS	\$	35,000.00	\$	35,000.00	\$ 44	1,869.00	\$ 44,8	39.00	\$ 68,000.00	\$ 68	,000.00	\$ 75,000.00	\$	75,000.00	\$	34,000.00	\$ 34,000.00	\$	77,000.00	\$	77,000.00	\$ 50,000	0.00	\$ 50,000.00	\$	55,000.00	\$ 55,000.0
2.	Furnish and Install 6-IN AWWA C900 DR 18 RJIB Water Line OR 8-IN HDPE DIPS DR11 Water Line by Open Cut	733	LF	\$	60.00	\$	43,980.00	\$	57,00	\$ 41,71	31.00	\$ 63.00	\$ 46	,179.00	\$ 80.00	\$	58,640.00	\$	66,00	\$ 48,378.00	\$	64.00	\$	46,912.00	\$ 83	3.00	\$ 60,839.00	\$	90.00	\$ 65,970.0
3.	Furnish and Install 6-IN AWWA C900 DR 18 RJIB Water Line OR 8-IN HDPE DIPS DR11 Water Line by Bore.	708	LF	\$	55.00	\$	38,940.00	\$	53.00	\$ 37,5	24.00	\$ 36.50	\$ 25	,842.00	\$ 80.00	\$	56,640.00	\$	88.00	\$ 62,304.00	\$	74.00	\$	52,392.00	\$ 51	.50	\$ 36,462.00	\$	102.60	\$ 72,640.8
	Furnish and Install 6-IN AWWA C900 DR 18 RJIB Water Line Inside 12-IN Welded Steel Casing OR 8-IN HDPE DIPS DR11 Water Line Inside 14-IN Welded Steel Casing by Bore.	401	LF	\$	160.00	\$	64,160.00	\$	135.00	\$ 54,13	35.00	\$ 139.50	\$ 55	,939.50	\$ 166.00	\$	66,566.00	\$	142.00	\$ 56,942.00	\$	177.00	\$	70,977.00	\$ 187	7.50	\$ 75,187.50	\$	180.60	\$ 72,420.6
	Furnish and Install 10-IN AWWA C900 DR 18 RJIB Water Line OR 12-IN HDPE DIPS DR11 Water Line by Open Cut	27	LF	\$	180.00	\$	4,860.00	\$	227.00	\$ 6,12	9.00	\$ 282.00	\$ 7	614.00	\$ 230.00	\$	6,210.00	\$	258.00	\$ 6,966.00	\$	203.00	\$	5,481.00	\$ 314	.50	\$ 8,491.50	\$	412.00	\$ 11,124.0
	Furnish and Install 10-IN AWWA C900 DR 18 RJIB Water Line Inside 20-IN Welded Steel Casing OR 12-IN HDPE DIPS DR11 Water Line Inside 20-IN Welded Steel Casing by Bore.	71	LF	\$	257,00	\$	18,247.00	\$	228.00	\$ 16,18	8.00	\$ 257.00	\$ 18	247.00	\$ 245.00	\$	17,395.00	\$	311.00	\$ 22,081.00	\$	273.00	\$	19,383.00	\$ 388	.50	\$ 27,583.50	\$	321,50	\$ 22,826.50
	Furnish and Install 12-IN AWWA C900 DR 18 RJIB Water Line OR 14-IN HDPE DIPS DR11 Water Line by Open Cut	2,472	LF	\$	99.00	\$ 24	14,728.00	\$	109.00	\$ 269,44	8.00	\$ 150.00	\$ 370	800.00	\$ 130,00	\$	321,360.00	\$	133.00	\$ 328,776.00	\$	121.00	\$	299,112.00	<b>\$</b> 152	.00	\$ 375,744.00	\$	152.40	\$ 376,732.8
	Furnish and Install 12-Inch AWWA C900 DR 18 RJIB Water Line OR 14-IN HDPE DIPS DR11 Water Line by Bore	2,586	LF	\$	113.00	\$ 29	92,218.00	\$	118,00	\$ 305,14	8.00	\$ 128.50	\$ 332	301.00	\$ 120,00	\$	310,320.00	\$	169.00	\$ 437,034.00	\$	145.00	\$	374,970.00	\$ 148	.50	\$ 384,021.00	\$	165.20	\$ 427,207.20
	Furnish and Install 12-IN AWWA C900 DR 18 RJIB Water Line Inside 24-IN Welded Steel Casing OR 14-IN HDPE DIPS DR11 Water Line Inside 24-IN Welded Steel Casing by Bore.	72	LF	\$	320,00	\$2	23,040.00	\$	292.00	\$ 21,02	4.00	\$ 382.00	\$ 27	504.00	\$ 325.00	\$	23,400.00	\$	356.0D	\$ 25,632.00	\$	333.00	\$	23,976.00	\$ 507	.00	\$ 36,504.00	\$	425.40	\$ 30,628.80
	Furnish and Install 6-IN Gate Valve and Valve Box for PVC OR 8-IN Gate Valve and Valve Box for HDPE	17	EA	\$	1,851.00	\$ 3	1,467.00	\$1,	,578.00	\$ 26,82	6.00	\$ 1,974.00	\$ 33,	558.00	\$ 1,900,00	\$	32,300.00	\$	1,600.00	\$ 27,200.00	\$	1,760.00	\$	29,920.00	\$ 2,496	.00	\$ 42,432.00	\$	2,117.60	\$ 35,999.20

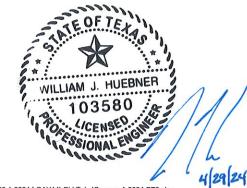
49

Item 6.

				3213	Brothers C Fuqua Stre ton, TX 770	et )47		2709	Constructio Cottownwo nberg, TX 7	od Scl 7471	hool Road	2440	a Industries, ) Texas Parl souri City, T)	kway	189	9437	Constructio / Gates Loop ve!, TX 7757	)	• •	162 Sui	anch Construction 21 FM 517 Road ite D kinson, TX 775	d East,	141	Turnkee Con 3 Wakefield ston, TX 770	Drive	-	526 So Arcola	outh Pine 5 , TX 7758	Street		122 V Suite	Jackson, TX		
No.	Description	Quantity	Unit		Unit Price		Total Price		Unit Price		Total Price		Unit Price		Total Price		Unit Price		Total Price		Unit Price	Total Price		Unit Price		Total Price		Unit Príce		Total Price		Unit Price		Total Price
11.	Furnish and Install 10-IN Gate Valve and Valve Box for PVC OR 12-IN Gate Valve and Valve Box for HDPE.			\$	3,475.00		3,475.00	******	3,267.00			\$	4,182.50	\$		\$	3,600.00	\$		\$			) \$	3,400.00	\$	3,400.00		5,652.50	\$	5,652.50	\$	4,187.00		4,187.00
12,	Furnish and Install 12-IN Gate Valve and Valve Box for PVC OR 14-IN Gate Valve and Valve Box for HDPE.	13	EA	\$	4,250.00	\$	55,250.00	\$	4,071.00	\$	52,923.00	\$	5,131.50	\$	66,709,50	\$	4,000.00	\$	52,000.00	\$	3,920.00	\$ 50,960.00	\$	4,100.00	\$	53,300.00	\$	6,923.50	\$	90,005.50	\$	4,995.80	\$	ō4,945.40
13.	Furnish and Install 6-IN Tapping Sleave, Valve, and Valve Box.	1	EA	\$	5,550.00	\$	5,550.00	\$	4,055.00	\$	4,055.00	\$	4,627.50	\$	4,627.50	\$	6,000.00	\$	6,000.00	\$	5,340.00	\$ 5,340.00	) \$	6,700.00	\$	6,700.00	\$	9,083.00	\$	9,083.00	\$	4,247.20	\$	4,247.20
14.	Furnish and Install 8-IN Tapping Sleave, Valve, and Valve Box.	1	EA	\$	6,915.00	\$	6,915.00	\$	5,342.00	\$	5,342.00	\$	6,041.50	\$	6,041.50	\$	6,500.00	\$	6,500.00	\$	7,120.00	\$ 7,120.00	) \$	8,250.00	\$	8,250.00	\$	1,598.00	\$	11,598.00	\$	5,698.00	\$	5,698.00
15.	Furnish and Install 10-IN Tapping Sleave, Valve, and Valve Box.	1	EA	\$	9,505.00	\$	9,505.00	\$	8,040.00	\$	8,040.00	\$	8,227.00	\$	8,227.00	\$	7,500.00	\$	7,500.00	\$	8,900.00	\$ 8,900.00	\$	9,250.00	\$	9,250.00	\$ 1	16,289.00	\$	16,289.00	\$	8,665.90	\$	8,665.90
16.	Remove Existing Fire Hydrant and Return to Owner.	12	EA	\$	840.00	\$	10,080.00	\$	370.00	\$	4,440.00	\$	107.00	\$	1,284.00	\$	500.00	\$	6,000.00	\$	445.00	\$ 5,340.00	\$	300.00	\$	3,600.00	\$	200.00	\$	2,400.00	\$	394.70	\$	4,736.40
17.	Furnish and Install Fire Hydrant Assembly Unit.	14	EA	\$	8,600.00	\$ 12	20,400.00	\$	7,170.00	\$ 1	100,380.00	\$	9,813.00	\$	137,382.00	\$	8,100.00	\$	113,400.00	\$	6,850.00	\$ 95,900.00	\$	8,250.00	\$	115,500.00	\$	6,523.50	\$	91,329.00	\$	8,562.80	\$ 1	19,879.20
18.	Furnish Equipment and Materials to Make Water Service Tap and Connection to Existing Meter.	53	EA	\$	700.00	\$ 3	37,100.00	\$	627.00	\$	33,231.00	\$	429.50	\$	22,763.50	\$	800.00	\$	42,400.00	\$	445.00	\$ 23,585.00	) \$	405.00	\$	21,465.00	\$	491.50	\$	26,049.50	\$	602.70	\$	31,943.10
19.	Furnish and Install 3/4-IN Water Service Line.	659	LF	\$	13.00	\$	8,567.00	\$	15.00	\$	9,885.00	\$	15.00	\$	9,885.00	\$	32.00	\$	21,088.00	\$	4.00	\$ 2,636.00	\$	18.00	\$	11,862.00	\$	8.00	\$	5,272.00	\$	46.30	\$	30,511.70
20.	Furnish and Install 3/4-IN Water Service Line Inside 1-IN Welded Steel Casing Pipe.	1,172	LF	\$	29.00	\$ 3	33,988.00	\$	30.00	\$	35,160.00	\$	23,50	\$	27,542.00	\$	45.00	\$	52,740.00	\$	22.00	\$ 25,784.00	\$	45.50	\$	53,326.00	\$	15.00	\$	17,580.00	\$	115.50	\$ 1	35,366.00
21.	Furnish and Install 1-IN Water Service Line.	149	LF	\$	13.00	\$	1,937.00	\$	15.00	\$	2,235.00	\$	30.00	\$	4,470.00	\$	35.00	\$	5,215.00	\$	6,00	\$ 894.00	\$	27.00	\$	4,023.00	\$	20.00	\$	2,980.00	\$	47.50	\$	7,077.50
22.	Furnish and Install 1-IN Water Service Line Inside 1.5-IN Welded Steel Casing Pipe.	83	LF	\$	36.00	\$	2,988.00	\$	31.00	\$	2,573.00	\$	60.00	\$	4,980.00	\$	51.00	\$	4,233.00	\$	24.00	\$ 1,992.00	\$	50.00	\$	4,150.00	\$	54.50	\$	4,523.50	\$	116.10	\$	9,636.30
23.	Furnish All Materials and Equipment to Make 2-IN Wet Connection to Existing Water Main.	9	EA	\$	825.00	\$	7,425.00	\$	1,705.00	\$	15,345.00	\$	580.00	\$	5,220.00	\$	1,200.00	\$	10,800.00	\$	710.00	\$ 6,390.00	\$	800.00	\$	7,200.00	\$	441.00	\$	3,969.00	\$	866.10	\$	7,794.90
24.	Furnish All Materials and Equipment to Make 6-IN Wet Connection to Existing Water Main.	7	EA	\$	1,230.00	\$	8,610.00	\$	2,366.00	\$	16,562.00	\$	515,50	\$	3,608.50	\$	1,500.00	\$	10,500.00	\$	890.00	\$ 6,230.00	\$	1,250.00	\$	8,750.00	\$	589.00	\$	4,123.00	\$	2,755.30	\$	19,287.10
25.	Furnish All Materials and Equipment to Make 8-IN Connection to Existing Water Main.	2	EA	\$	1,470.00	\$	2,940.00	\$	2,730.00	\$	5,460.00	\$	751.50	\$	1,503.00	\$	2,000.00	\$	4,000.00	\$	1,068.00	\$ 2,136.00	\$	1,960.00	\$	3,920.00	\$	1,191.50	\$	2,383.00	\$	5,161.80	\$	0,323.60

Branch Construction Group, LLC Nerie Brothers Construction, LLC JTM Construction, LLC Vera Industries, LLC V&S Construction Company AR Turnkee Construction Co., Inc. ISJ Underground Utilities, LLC Matula & Matula Construction, Inc. 3213 Fugua Street 2709 Cottownwood School Road 2440 Texas Parkway 9437 Gates Loop 1621 FM 517 Road East. 1418 Wakefield Drive 526 South Pine Street 122 West Way. Houston, TX 77047 Rosenberg, TX 77471 Missouri City, TX 77489 Manvel, TX 77578 Suite D Houston, TX 77018 Arcola, TX 77588 Suite 325 Dickinson, TX 77539 Lake Jackson, TX 77566 Unit Total Unit Total Unit Total Total Total Tota Total Unit Unit Unit Unit Unit Total No. Quantity Unit Price Price Price Price Price Price Price Description Price Price Price Price Price Price Price Price Price \$ 1,653.00 \$ 1,653.00 \$ 3,403.00 \$ 3,403.00 \$ 26. Furnish All Materials and Equipment to 1 EA 1,095.00 \$ 1,095,00 \$ 3,000,00 \$ 3,000,00 \$ 1,320,00 \$ 1,320,00 \$ 2,050,00 \$ 2,050,00 \$ 1,154.50 \$ 1,154.50 \$ 4,879.70 \$ 4,879.70 Make 10-IN Wet Connection to Existing Water Main. Furnish All Materials and Equipment to 1,870.00 \$ 3,740.00 \$ 3,507.00 \$ 7,014.00 \$ 1,503.00 \$ 3,006.00 \$ 27. 2 EA \$ 4,000.00 \$ 8,000.00 \$ 1,760.00 \$ 3,520.00 \$ 2,640.00 \$ 5,280.00 \$ 1,415.00 \$ 2,830.00 \$ 5,029.60 \$ 10,059.20 Make 12-IN Connection to Existing Water Main 28. Furnish All Materials and Equipment to 168 LF \$ 40.00 \$ 6,720.00 \$ 71.00 \$ 11,928.00 \$ 32.00 \$ 5.376.00 170.00 \$ 28,560.00 \$ 17.00 \$ 2.856.00 \$ 70.00 \$ 11.760.00 \$ 30.00 \$ 5.040.00 \$ 139.20 \$ 23.385.60 \$ Perform Asphalt Pavement Repair. Furnish All Materials and Equipment to 29. 324 LF 35.00 \$ 11,340.00 \$ 73.00 \$ 23,652.00 \$ 56.50 \$ 18,306.00 \$ 55.00 \$ 17,820.00 \$ 176.00 \$ 57.024.00 \$ ŝ 129.00 \$ 41.796.00 \$ 25.00 \$ 8,100.00 \$ 113.10 \$ 36.644.40 Perform Concrete Pavement and Sidewalk Repair. 30. Furnish All Materials to Perform 1LS \$ 6,000.00 \$ 6,000.00 \$ 16,237.00 \$ 16,237.00 \$ 19,282.00 \$ 19,282.00 \$ 5,500.00 \$ 5,500.00 \$ 22,000.00 \$ 22,000.00 \$ 21,000.00 \$ 21,000.00 \$ 20,000.00 \$ 129,434.80 \$ 129,434.80 Restoration. 31. Install and Maintain Trench Safety, 2.210 LF 5.00 \$ 11,050.00 \$ \$ 1.00 \$ 2,210.00 \$ 1.00 \$ 2,210.00 \$ 1.00 \$ 2,210.00 \$ 0.01 \$ 2.00 \$ 4.420.00 \$ 0.10 \$ 2.00 \$ 4.420.00 22.10 \$ 221.00 \$ 0-10 FT (75% of Open Cut Pipe) 32. Furnish All Equipment to Perform Traffic 1 LS \$ 8,000.00 \$ 8,000.00 \$ 24,319.00 \$ 24,319.00 \$ 17,996.50 \$ 17,996.50 \$ 15,000.00 \$ 15,000.00 \$ 18,000.00 \$ 23,000.00 \$ 23,000.00 \$ 25,000.00 \$ 25,000.00 \$ 40,183.90 \$ 40,183 Control in Accordance with TMUTCD. 33. Cash Allowance-Perform Construction 1 LS \$ 20,000.00 \$ 20,0 Material Testing Including Compaction. Section 31 23 00-Excavation, Fill, Backfill, and Grading \$ 30,000.00 \$ 30,0 34. Cash Allowance-Perform Dewatering for 1 LS Pipe Installations. Section 31 23 19-Dewatering \$ 1,209,873.00 \$ 1,260,733.00 \$ 1,411,682.00 \$ 1,443,897.00 \$ 1,451,712.10 \$ 1,474,125.00 \$ 1,502,847.00 \$ 1,933,856.80 ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 34 \$ 1,209,873,00 \*\$1,260,553.00 \$ 1,411,682.00 \$ 1,443,897.00 \$ 1,451,712.10 \*\$1,474,125.00 \$ 1,502,847.00 \$ 1,933,856.80 CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 34

\* CONTRACTOR'S COMPUTED TOTAL



51

3 of 3



# AGENDA MEMO

Business of the City Council City of Sweeny, Texas

Meeting Date	05.21.2024	Agenda Items						
Approved by City Manager	Yes	Presenter(s)	Lindsay Koskiniemi, City Manager Kaydi Smith, City Secretary					
Reviewed by City Attorney	No	Department	Development Services					
Subject	Discussion and possible action on a request from Stephen Heckler wir Hart's Automotive for a variance to Section 110-173 (2)a of the City of Sweeny Code of Ordinances							
Council Strategic Goals	None							
Attachments / Supporting documents		mit application fence location site	map					
Financial Information	Expenditure Requ Amount Budgeted Account Number: Additional Approp Additional Accourt	d: priation Required:	N/A N/A					

### **Executive Summary**

Hart's Automotive purchased the former G & S Auto Supply location, which comprises a total of four (4) lots over two separate properties: 216449 and 216448. The business owner, Mr. Heckler, is currently preparing the site to have a fully operating automotive shop with a fence to enclose vehicles while in his care.

Mr. Heckler submitted a fence permit application, that cannot be approved due to fence requirements in the City's Code of Ordinances, which provide the following pursuant to Section 110-173(2)a:

"Sec. 110-173. Same -- Construction permits required.

(a) It shall be unlawful for any person, business, partnership, corporation, or other entity, to commence the construction, enlargement, extension or relocation of a fence without first obtaining a permit from the building official for such work. There shall be no fee charged for a fence permit.

(1) Application. Application for a fence construction permit shall be made to the building official on forms provided for that person.

(2) Requirements. The building official shall require that every application for a fence construction permit be accompanied by one (1) copy of a plan or plot drawn to scale and showing the following in sufficient detail to enable the building official to ascertain whether the proposed fence and its placement is in accordance with this chapter:

a. Lot dimensions and corners. The actual shape, proportion and dimensions of the lot to be built upon and satisfactory evidence that actual corners of the lot are known and are identified by stakes



# AGENDA MEMO Business of the City Council

City of Sweeny, Texas

or rods and established on the ground. The proposed fence should be within the property line of the lot seeking the permit."

Because the Code requires that fences be built to within property lines, an administrative replat of the property would be required to accomplish the fence installation as proposed in the attached site map, as the proposed fence location would cross property lines, regardless that the properties are owned by the same property owner. This would require the property owner to hire a professional surveyor to survey and prepare a mylar showing the 4 parcels as one property, and the property owner has expressed wanting to have the option to sell individual lots at a later time.

Section 152.82 – Variances of the City's Code of Ordinances provides, "Whenever the City Council finds that extraordinary hardship may result from the strict compliance with these regulations, it may vary the regulations so that substantial justice may be done, and the public interest secured. The variation will not have the effect of nullifying the intent and purpose of these regulations."

While there have been no extraordinary hardships expressed to accompany this application for a variance, this request would be at Council's to discretion to honor. If it is not the pleasure of the Council to provide a variance, Mr. Heckler stated he would be willing to place additional posts at the property lines.

### **Recommended Action**

As the Code is written, Council has the discretion to grant the variance.

### Proposed motion if it's Council pleasure to grant the variance:

"I move we approve Mr. Heckler's request for a variance to Section 110-173 (2)a of the City of Sweeny Code of Ordinances and allow the fence enclosure to be constructed as proposed."

### OR, if it is not the Council's pleasure to grant the variance:

"I move we deny the variance to Section 110-173 (2)a of the City of Sweeny Code of Ordinances and require the property owner to install fencing at the property lines."

### Lindsay Koskiniemi

From: Sent: To: Cc: Subject: Lindsay Koskiniemi Wednesday, May 15, 2024 3:42 PM

Kaydi Smith RE: Variance

Received, thank you.

This email will be included in the Council packet as official documentation that you requested this matter to be hear by City Council.

The meeting date is Tuesday, May 21, 2024 at 6pm. Your attendance is encouraged, so that you can be available to answer any questions City Council may have.

Thank you and we look forward to seeing you,

### Lindsay Koskiniemi, CGFO, CPM, MPA, MSA City Manager

Office 979-548-3321 Sweeny City Hall | 102 W. Ashley Wilson Rd. | Sweeny, TX 77480



From Sent: Wednesday, May 15, 2024 3:25 PM To: Lindsay Koskiniemi <citymanager@sweenytx.gov> Subject: Variance

Good afternoon, as we spoke before, I would like to be placed on the agenda, at the next available meeting, to request a variance to install our fence at our property located at 610 N Main Street, Sweeny.

I would like to request permission to install a new fence on our lot's that will encompass two lots that are not combined. I have no interest in selling the lots, however, I do not wish to combine the properties together currently just to install a fence. The expense, and time required for such an endeavor would not be conducive to our time or budget to get our shop open.

Thank you so much for your help on this matter.



Stephen Heckler Hart's Automotive LLC 626 S. 17<sup>th</sup> Street West Columbia Tx. 77486 (979) 345-3436

Item 7. Installation **Estimate Day:** Close Email Wed Thur Fri **Start Date** Mon Tue Sat 23 T.F. 31824 Estimate Time: PO# Invoice 29.04174, -95.70272 78,1 CLOSE Date //-8-23 Superior Fence Services Start Date Survey\_Permit\_ 4075 CR 355, Brazoria, TX 77422 Line Locates\_\_ Lightspeed\_ Office # 979-798-4068 or # 979-849-4640, Fax # 979-849-9802 Invoice \_\_\_\_ Email: superiorfences@hotmail.com Website: www.superior.fences on otrile Customer: Ema · Cornelia St. city: Sceleny Address: **Phone Numbers:** Install 6'+1' gelvenie Chainlink Fence. 2"/ine post 11 gauge fabric 3" terminal's 1-10'single gate 18 stagle goste U 70 610 Estimated Job Cost: \$ 6,890 Sales Rep I agree with the job description, layout and cost. For residential jobs - Customer agrees to pay an advance of \$\_\_\_\_ toward the job cost as a non-refundable deposit in the event this agreement is cancelled. Signature: Date: Price is good for 90 days. We accept major Credit Cards. Yes HOA Yes City Permit Yes Property Pins Yes Property Survey Yes UG Power Yes Utility Lines Yes ins 56 11 Dails 11 2nir 11.67 Λ





# AGENDA MEMO

### Business of the City Council City of Sweeny, Texas

Meeting Date	05/21/2024	Agenda Item					
Approved by City Manager	Yes	Presenter(s)	Lindsay Koskiniemi, City Manager				
Reviewed by City Attorney	Yes	Department	Water				
Subject	agreement with L Sweeny water se	SPS Solution, LLC	to execute a professional services C. to conduct a study of the City of repare a lead service line inventory to Lead and Copper Rule.				
Attachments	<ul><li>Propos</li><li>FSBL</li></ul>	•	ervices agreement scount bank statement for Mar 2024 scount statement for Mar 2024				
Financial Information	Expenditure Requ Amount Budgeted Account Number: Additional Approp Additional Accourt	d: priation Required:	\$58,350.00 \$0 \$58,350.00 Enterprise Fund Balance				

### **Executive Summary**

# This item was tabled for further discussion from the meeting on April 23, 2024, as no representative was available to answer Council's questions.

Pursuant to 40 CFR 141.85(e) of the US Environmental Projection Agency, all public water systems are required to comply with new revisions to the Lead and Copper Rule by reporting lead and copper service line composition information. The process involves taking an inventory of all water system service lines and reporting the information to the Texas Commission on Environmental Quality by October 16, 2024.

This item proposes executing a professional services agreement with LSPS Solution, LLC. to complete the lead and copper inventory, pursuant to Chapter 252.022(3) of the Texas Local Government Code.

Based on the number of water connections in the city (active and inactive), the proposed cost is \$58,350. Services provided also include a GIS layer of all the inventory data and completion of the spreadsheet of inventory data supplied by TCEQ to report all required information.

The deadline to complete the inventory and submit the data is quickly approaching, and LSPS can perform the stated services to meet TCEQ's submission deadline. LSPS was recommended by the City of Brazoria and other cities where they are conducting work for the same service.

If approved by City Council, the proposed method of payment will require a budget amendment from Enterprise Fund Balance, which will be presented to Council at a subsequent meeting.



AGENDA MEMO

Business of the City Council City of Sweeny, Texas

### As of April 11, 2024:

FSBL Enterprise Fund Balance:\$ 52,068.98Logic Investment Pool Balance:\$ 529,595.13

Total Enterprise Fund Balance: \$ 581,664.96

Public Funds Interest Bearing Checking **5066	\$16,549.10		
Last Updated: April 11, 2024 11:43 AM	Last Deposit Amount	Current Balance	

Screen shot of Enterprise Fund bank account balance; statement included in backup documents.

**Recommended Action** 

Staff recommends approval.

### **Suggested Motion:**

"I move we accept the proposal from LSPS Solution, LLC. and execute a professional services agreement pursuant to Chapter 252.022(3) of the Texas Local Government Code to conduct a study of the City's water service lines and prepare a lead service line inventory to comply with EPA Revised Lead and Copper Rule, paid for from Enterprise Fund Balance in the amount of \$58,350.00."

### Professional Services Agreement for Conducting a Study of the City of Sweeny's Water Service Lines and Preparing a Lead Service Line Inventory to Comply with the USEPA's Revised Lead and Copper Rule Between the City of Sweeny and LSPS Solutions, LLC

This Agreement for Professional Services ("Agreement") is made between LSPS Solutions, LLC, 203 Windwood Lane, Victoria, TX ("Professional"), and the City of Sweeny ("Owner"), 2102 W. Ashley Wilson Rd., Sweeny, TX 77480, who, in consideration of the mutual covenants of this Agreement, hereby agree as follows:

### I. Scope of Services

Scope of Work. In accordance with the attached Proposal for Conducting a Study of the City of Sweeny's Water System Service Lines and Preparing a Lead Service Line Inventory to Comply with the USEPA's Revised Lead and Copper Rule dated April 2, 2024 (Exhibit A), Professional shall prepare a Lead Service Line Inventory to comply with the USEPA's Revised Lead and Copper Rule dated service lines.

**1.1 Time of Performance.** Professional shall complete the scope of work described above within 180 calendar days of receiving a fully executed Professional Services Agreement and a Notice to Proceed.

### II. Payment

2.1 Payments to Professional. Owner agrees to pay Professional a unit price amount in accordance with the table shown on page 3 of Exhibit A for the scope of work described in Exhibit A. Professional shall submit an invoice to Owner during the last week of each month for the portion of the work completed during that month. The Owner agrees to make payment on the invoice within 30 days of receipt of the invoice. Invoices will have the contract or project number, the billing number, and any other information required by Owner.

### III. INSURANCE

Professional will provide City with proof of commercial insurance and worker's compensation and will list the City as an additional insured. Professional will indemnify the City for any damages that occur to a person or to property as a result of Professional's work for Owner.

### IV. Term/Termination

**4.1 Term and Termination.** This Agreement shall commence no later than ten (10) days after execution and shall terminate upon completion of the project and delivery of the deliverables specified in the attached **Exhibit A**. Owner may terminate this agreement upon written notice to Professional with the understanding that all services being performed under this agreement shall cease upon the date specified in such notice. In the event of early termination, Professional shall invoice Owner for all services completed and shall be compensated in an amount corresponding to the percentage of the compensation corresponding to the percentage of the work satisfactorily completed on the effective date of termination, to the extent such work provides value to Owner.

### V. Miscellaneous

- **5.1 Ownership of Documents.** All documents prepared and assembled by Professional pursuant to this agreement shall become property of Owner and shall be delivered to Owner without restriction of future use. Professional may make copies of any and all documents for its files.
- **5.2 Controlling Law.** This agreement is performable and is to be governed by the law applicable in Brazoria County, Texas. Venue for any action arising under this Agreement shall be in Brazoria County, Texas.
- **5.3 Successors & Assigns.** Neither Owner nor Professional shall assign, sublet or transfer any rights under or interest in (including, but without limitations, monies that may become due or monies that are due) this Agreement without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Professional from employing independent consultants, associates and other employees to assist it in the performance of services hereunder.
- **5.4 No Third-Party Beneficiaries.** Nothing herein shall be construed to give any rights or benefits to anyone other than Owner and Professional.
- **5.5 Independent Contractor.** In performing services under this agreement, the relationship between Owner and Professional is that of independent contractor, and Owner and Professional by the execution of this agreement do not change the independent contractor status of Professional. No term or provision of this agreement or act of Professional in the performance of this agreement shall be construed as making Professional the agent, servant, or employee of Owner.
- **5.6 Entire Agreement**. This agreement, together with any referenced attachments, constitutes the entire agreement between the parties, and supersedes all prior written or oral understandings. This agreement and said attachments may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- **5.7 Amendments:** This contract can be supplemented and/or amended only by a dated written document executed by both parties.
- **5.8 Exhibits**: All exhibits described in this contract are attached hereto and incorporated herein by reference for all purposes. Exhibits attached this contract are:
  - Exhibit A Proposal for Conducting a Study of the City of Sweeny's Water System Service Lines and Preparing a Lead Service Line Inventory to Comply with the USEPA's Revised Lead and Copper Rule dated April 2, 2024.

Exhibit B – Insurance Certificates

Executed to be effective, the \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

City of Sweeny, Texas

LSPS Solutions, LLC



Attest:

Attest:



Approved as to Form:

Page 3 of 3

EXHIBIT A



LSPS Solutions, LLC 203 Windwood Lane Victoria, Texas 77904 361 / 212-8243

April 2, 2024

Ms. Lindsay Koskiniemi, CGFO, CPM, MPA, MSA City Manager City of Sweeny 102 W. Ashley Wilson Rd. Sweeny, TX 77480

### Re: Proposal for Conducting a Study of the City of Sweeny's Water System Service Lines and Preparing a Service Line Inventory to Comply with the USEPA's Revised Lead and Copper Rule

Ms. Koskiniemi,

Thank you for allowing me the opportunity to propose on conducting a study of the City of Sweeny's water system service lines and preparing a Service Line Inventory to comply with the USEPA's new Revised Lead and Copper Rule.

This provision of the new Revised Lead and Copper Rule requires all community and nontransient, non-community water systems to prepare a lead service line inventory and submit it to the TCEQ by October 16, 2024. The inventory must include all services connected to the public water system and it must include information about the service on both the public and privately owned portions of the service.

LSPS Solutions, LLC is currently performing a LSL Inventory for the City of Lake Jackson, the City of Brazoria, the City of Bay City, the City of Live Oak, and the City of Gonzales. We have already completed this same scope of work for the City of Centerville, the City of Hallettsville, the City of Madisonville, the City of Pflugerville, and the Markham MUD.

In order to manage the large amount of data generated from the LSL Inventory, LSPS Solutions uses GIS technology to geo-spatially tie the data from each service line to the GPS coordinates for the corresponding meter location on that service line.

### **Proposal**

LSPS Solutions, LLC proposes to perform the following work activities to successfully perform a service line inventory for the City of Sweeny to comply with the Revised Lead and Copper Rule:

Item 8.



- The first task to be completed in this process is to conduct a kick-off meeting to make sure all parties understand and agree on the Project scope. During this visit, LSPS Solutions would hope to pick up an electronic download of accounts, service addresses, and GPS meter locations from the City's billing and routing systems. Additionally, if available, LSPS Solutions would hope to obtain information about construction dates of subdivisions within the City.
- Using the information we obtained during the kick-off meeting and the information from the utility billing system download, LSPS Solutions, LLC technicians will prepare an upload file with as much of the final information as possible already populated.
- LSPS Solutions, LLC technicians will then upload the account/service and any other information we have gathered into our P.L.A.N.I.T. app and create an electronic notebook within the app for the City. Each service address or meter location will become a note within the notebook and will have an electronic data collection template attached to it.
- For all accounts not pre-populated with all required information having been provided prior to upload, LSPS Solutions, LLC will begin conducting research on available City and County records in an effort to acquire the required information for each of the remining notes without having to field-verify the information. All information obtained through records review will be entered into the electronic data collection forms in the P.L.A.N.I.T. app.
- LSPS Solutions LLC staff will then begin making trips to the project sites and collecting or verifying the field data for each of the remaining service lines and entering that data into the electronic templates. To collect the data, the field technicians will use either visual verification, (if the service line can be seen from within the meter box), or a combination of two different types of metal detectors to determine if the lines on either side of the meter are metallic and if they are, what metal they are constructed of.
- Once the service line material on each side of the meter is determined, the service lines will be categorized and entered into the electronic template as one of the following EPA categories:
  - o Lead
  - Not Lead
  - o Galvanized Requiring Replacement
  - Lead Status Unknown
- LSPS Solutions GIS Technicians will export the field collected data into the management tool files and will begin geo-referencing the infrastructure.



- Once the draft deliverables are prepared, LSPS Solutions technicians will conduct a quality control check on the finished products.
- LSPS Solutions technicians will then meet with the City staff to review the preliminary data in order to identify any readily visible inaccuracies.
- Following this meeting, LSPS Solutions technicians will remedy any errors identified and create the final deliverables for the project.

### **Deliverables**

LSPS Solutions, LLC will deliver to the City an external hard drive containing the following electronic files each containing the following:

- 1. A completed form TCEQ-20943 for submittal to the TCEQ.
- 2. A Google Earth .kmz file showing the location of the water meters and the service line information collected.
- **3.** A GIS shape file showing the location of the water meters and the service line information collected

### Fee

LSPS Solutions, LLC agrees to perform the above referenced services for the City of Sweeny for the unit costs shown in the following table:

Task	Unit Price
Initial File Creation, GIS Map Creation, Data Population, and Upload	\$3.00 per Service Line
Records Review and Data Population after Initial Upload	\$6.50 per Service Line
Field Data Collection of Verification and Data Population	\$25.00 per Service Line
Final Export, Creation of Deliverables, QC Check, Edits, etc.	\$3.00 per Service Line
Total per Service Line for all Tasks	\$37.50 per Service Line

Based on a preliminary count of 1,287 active connections and 269 inactive connections, the total cost of this project is estimated at \$58,350.00.

### Assumptions

The fee quoted above is based on the following assumptions:

• This proposal does not include digging or potholing to field verify service line materials. If records do not exist to determine the materials used to construct a service line and the service line cannot be seen from within the meter box, then metal detectors will be used to determine the materials used to construct the service line. TCEQ has not approved the use



Item 8.

of metal detectors to verify the material of construction for service lines and, as a result, they require these service lines to be marked as "Unknown-Likely not Lead".

- If the service line is under concrete or asphalt for the entirety of its length, and the type of material used to construct the service line cannot be determined without breaking concrete, this service will be marked as "Lead Status Unknown".
- LSPS Solutions intends to use a TerraGo P.L.A.N.I.T. mobile app, Diamond Maps (GIS software application), Google Earth, Google Chrome, and Microsoft Excel for the development and use of the management tools described in this proposal.
- LSPS Solutions, LLC will not, however, be providing or installing any computer hardware or software on the City's network as part of this project.
- LSPS Solutions, LLC will be uploading the completed portion(s) of the assessment as a GIS Shape File onto the Diamond Maps platform on a monthly basis while performing the inventory and will provide complimentary "View Only" access to that data to the City during the inventory process. After completion of the inventory process, should the City desire to maintain access to the Diamond Maps platform, any costs associated with subscribing to that service or for acquiring and/or installing any other software applications on the City's computer network or desktops will be borne by the City exclusive of this proposal.
- This proposal assumes that the infrastructure, (water meters), for which field data collection must be performed is readily accessible and visible. LSPS Solutions will make a reasonable attempt to locate the infrastructure, but if LSPS Solutions staff cannot access the infrastructure, City personnel will be notified and will be responsible for locating the infrastructure and making it readily accessible.
- This proposal assumes that the City can and will provide, at no additional cost to LSPS Solutions, LLC, an electronic download of account information from the City's billing software that can be imported as notes into LSPS Solutions, LLC's data collection app.
- The City staff will work cooperatively with LSPS Solutions, LLC staff in an effort to get the project completed to the satisfaction of all parties to the contract.



### <u>Terms</u>

LSPS Solutions, LLC will invoice the City of Sweeny during the last week of each month for the portion of the work completed during that month. The City of Sweeny agrees to make payment on the invoice within 30 days of receipt of the invoice.

Upon your review of this proposal, should you have questions or concerns regarding this matter, please contact me at 361 / 212-8243. I look forward to working with you and your staff on this very important project.

Sincerely,



Lynn Short, President

EXHIBIT B										
ACORD <sup>®</sup> CI	ERTIFICATE OF LIA		URANC	E	DATE (M 4/2	ltem 8.				
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, AI	IVELY OR NEGATIVELY AMEND, SURANCE DOES NOT CONSTITUT ND THE CERTIFICATE HOLDER.	EXTEND OR ALT	er the Co Between t	VERAGE AFFORDED E HE ISSUING INSURER	BY THE PO (S), AUTH	OLICIES ORIZED				
IMPORTANT: If the certificate holder If SUBROGATION IS WAIVED, subject	to the terms and conditions of th	e policy, certain p	olicies may							
this certificate does not confer rights t PRODUCER	to the certificate holder in lieu of su	UCh endorsement(s CONTACT NAME: Margery H								
Frost Insurance - Victoria P O Box 2625 Victoria TX 77902		PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):						
			SURER(S) AFFOR			NAIC #				
INSURED	LSPSSOL-01	INSURER A : Texas M		<u>ce Co.</u> pecialty Insurance Compa		22945 36838				
LSPS Solutions LLC 203 Windwood		INSURER B: Mesa Of				29203				
Victoria TX 77904		INSURER D : Evansto	n Insurance C	Company		35378				
		INSURER E :								
COVERAGES CER	TIFICATE NUMBER: 2101756311	INSURER F :		REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICIES		VE BEEN ISSUED TO			HE POLICY	PERIOD				
INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	PERTAIN, THE INSURANCE AFFORD	ED BY THE POLICIE	S DESCRIBED							
INSR LTR TYPE OF INSURANCE	ADDL SUBR INSD WVD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	rs					
B X COMMERCIAL GENERAL LIABILITY		4/22/2023	4/22/2024	EACH OCCURRENCE	\$ 1,000,000 \$ 100,000	)				
CLAIMS-MADE CLAIMS-MADE				PREMISES (Ea occurrence) MED EXP (Any one person)	\$ 100,000					
				PERSONAL & ADV INJURY	\$ 1,000,000	)				
GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$2,000,000	)				
				PRODUCTS - COMP/OP AGG	\$ 2,000,000 \$	)				
C AUTOMOBILE LIABILITY		4/22/2023	4/22/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	)				
				BODILY INJURY (Per person)	\$					
OWNED AUTOS ONLY         X         SCHEDULED AUTOS           X         HIRED AUTOS ONLY         X         NON-OWNED NON-OWNED				BODILY INJURY (Per accident) PROPERTY DAMAGE	\$ \$					
				(Per accident)	\$					
D X UMBRELLA LIAB X OCCUR		4/22/2023	4/22/2024	EACH OCCURRENCE	\$ 1,000,000	0				
EXCESS LIAB CLAIMS-MADE				AGGREGATE	\$ 1,000,000	0				
DED         X         RETENTION \$ 10,000           A         WORKERS COMPENSATION		5/22/2023	5/22/2024	PER OTH- STATUTE ER	\$					
AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE		0,22,2020	0/22/2021	E.L. EACH ACCIDENT	\$ 1,000,000	)				
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A			E.L. DISEASE - EA EMPLOYEE						
If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	0				
		L		- 0						
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (ACORD 101, Additional Remarks Schedu	ie, may be attached if mor	e space is require	ed)						
CERTIFICATE HOLDER		CANCELLATION								
		SANGLELATION								
City of Sweeny			N DATE THE	ESCRIBED POLICIES BE C EREOF, NOTICE WILL Y PROVISIONS.						
10Ź Ashley Wílson Rd Sweeny TX 77480		AUTHORIZED REPRESE	NTATIVE							
		MA NA	_							
		<u>ر را</u> 19 ©		ORD CORPORATION.	All rights	re:				



CITY OF SWEENY ATTN LINDSAY KOSKINIEMI PO BOX 248 SWEENY TX 77480-0248

### MONTHLY STATEMENT OF ACCOUNT

ACCOUNT:

ACCOUNT NAME: ENTERPRISE FUND

**STATEMENT PERIOD:** 03/01/2024 - 03/31/2024

LOGIC MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 5.4733%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 44 DAYS AND THE NET ASSET VALUE FOR 3/28/24 WAS 0.999780.

MONTHLY ACTIVITY DETAIL									
TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE					
E	BEGINNING BALANCE			527,144.64					
03/28/2024	MONTHLY POSTING		2,450.49	529,595.13					
E	ENDING BALANCE			529,595.13					
MONTHLY A	CCOUNT SUMMARY								
	BEGINNING BALANCE		527,144.64						
	TOTAL DEPOSITS		0.00						
	TOTAL WITHDRAWALS		0.00						
	TOTAL INTEREST		2,450.49						
	ENDING BALANCE		529,595.13						
	AVERAGE BALANCE		527,144.64						

ACTIVITY SUMMARY (YEAR-TO-DATE)								
ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST					
ENTERPRISE FUND	0.00	0.00	7,180.71					

PAGE: 1 of 1



## AGENDA MEMO

### Business of the City Council City of Sweeny, Texas

Meeting Date	05/21/2024	Agenda Item	
Approved by City Manager		Presenter(s)	Michelle Medina
Reviewed by City Attorney		Department	Sweeny EDC
Subject	Review application	s for EDC board oper	n position
Attachments			
	Expenditure Requir	ed:	
Financial	Amount Budgeted:		
Information	Account Number:		
mormation	Additional Appropr	iation Required:	
	Additional Account	Number:	

### **Executive Summary**

EDC received 3 applications for consideration – Neal Bess Jr., Brittanie Hopkins and Agatha Sanchez

### **Recommended Action**

The EDC board recommends Brittanie Hopkins to fill Amber Murrays position which will be up on September 2024



## **CITY OF SWEENY**

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

### BOARDS AND COMMISSIONS APPLICATION

### **Application for:**

Planning and Zoning Board of Adjustments

Planning and Zoning Board of Commissions

Economic Development Corporations (EDC)

Personal Informa		
Name:	Meal Bess JR.	
Mailing Address:		
Physical Address	: Sareeny, TX.	
Email(s):		
Phone(s):		

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

Life time resident; PASSEDC	board Member.
۰ ۲	

Please provide a current copy of your resume and three (3) personal references including name, phone number, and email address for each reference. Applications without a resume and three references will not be accepted.

Date: 09-9-23

Signature:





**CITY OF SWEENY** 

**Application Expiration Date** 

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

### **APPLICATION FOR BOARDS & COMMISSIONS**

Please complete and return applications to the Office of the City Secretary at <u>info@sweenytx.gov</u> All applications received are retained for one calendar year, starting from the date in which applications is received. In the event a position in the board you have chose Once application has expired, you will be required to resubmit.

APPLICATION FOR:			
Crime Control & Prevention District			
Parks & Recreation Board			
Planning & Zoning Board of Commission	iers		
Sweeny Economic Development Corpor	ation (SEDC)		
PERSONAL INFORMATION:			
Hopkins	Brittanie		
Last Name	First Name		Date of Birth
			Business Owner
Phone	Email		Occupation
Sweeny Tx 77			occupation
Mailing & Physical Address			
Are you are resident of Sweeny? You find the formula of the Length of residency 37 years		No	
Are you a Registered Voter in Brazoria C Voters Registration Number Drivers License Number	County? 🗹 Yes 🗔 N	lo	
<b>CONFLICT OF INTEREST:</b> Do you, your spouse, or your employer might come before the board or commi		irectly or in	directly, in matters that
Do you, your spouse, or your employer City of any land, materials, supplies, or		irectly or in	directly, in the sale to the

#### **SERVICE INFORMATION:**

Please list all City affliated boards/commissions you are currently serving on and provide length of service.

None





#### **CITY OF SWEENY**

102 W. Ashley Wilson Rd. • PO Box 248 • Sweeny, Texas 77480

P: (979) 548-3321 F: (979) 548-7745

**Application Expiration Date** 

Please provide a brief background on yourself and tell why you are applying for the specified position. What is your vision for specified organization? Please note that all boards and commissions are on a volunteer basis. No compensation is awarded for serving.

I am a life long resident of Sweeny as well as a local business owner, wife and mother of 4. In 2022, I was elected by my peers to Position 1 of the Sweeny ISD Board of Trustees. I was nominated and voted the President of Sweeny Cheer Booster Club and the Communications Coordinator for the Sweeny Bulldog Athletic Booster Club. In these roles I have strengthened my ability to work along side -others to achieve common goals, further my understanding of the value in volunteerism and have been able to connect with others in my community.

My professional experience brings over a decade of knowledge in many levels of successful business management and operations. I also understand the many aspects of state taxes including Sales and Use Tax. I have worked with the state through tax amendments, refund requests and audits that all passed review. I understand the complexity of Sales and Use Tax collection, when it applies and how it -should be calculated. I believe my experience and knowledge would make me an asset to the EDC board and allow me to provide valuable insight into the EDC's main source of revenue. If I am chosen for this position my hope is to aid in the growth of the local business community through strengthened relationships with our current stakeholders, maximizing all revenue opportunities and fostering new

#### **REFERENCES:**

Please provide contact information for two (2) references:

Name (First, Last) Phone Number	Donna Bohlar-Schro	eder	
Email How aquainted?	Professional Friend		
Name (First, Last) Phone Number Email	Jake Berry		
How aquainted?	Family Friend		3/18/2024
SIGNATURE			DATE
FOR OFFICE USE ONLY	<i>/</i> :		
Date Received05/0	08/2024 Info Email Recvd	. Time8:00A	ByKaydi Smith- COS CS
Forwarded to Board/I Email	President/Affliate -Miche	lle Medina/Devin Lemon Date	e/Time - 05/08/2024 8:08A-
Application Expiration	Date- 05/08/2025	(one year from date received)	Kaydi Smith



**CITY OF SWEENY** 

Item 9.

RECEIVED SII/2024-9:47AM

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

**APPLICATION FOR BOARDS & COMMISSIONS** 

Please complete and return applications to the Office of the City Secretary at <u>info@sweenytx.gov</u> All applications received are retained for one calendar year, starting from the date in which applications is received. In the event a position in the board you have chose Once application has expired, you will be required to resubmit.

APPLICATION FOR:			
Crime Control & Prevention District			
Parks & Recreation Board			
Planning & Zoning Board of Commissio	oners		
Sweeny Economic Development Corpo	oration (SEDC)	P	
PERSONAL INFORMATION:	Agatha First Name		, Date of Birth
Phon Mailing & Physical Address	, Sweny, TK.	77480	Self Employed Provider Occupation
Are you are resident of Sweeny?	e center of Sweeny ? 🗠 Yes	5 🔲 No	
Are you a Registered Voter in Brazoria Voters Registration Number Drivers License Number	County? Ves	No	
<b>CONFLICT OF INTEREST:</b> Do you, your spouse, or your employe might come before the board or comm		directly or i	ndirectly, in matters that
Do you, your spouse, or your employe City of any land, materials, supplies, o		directly or i	ndirectly, in the sale to the

#### **SERVICE INFORMATION:**

Please list all City affliated boards/commissions you are currently serving on and provide length of

servi t + Founder



#### **CITY OF SWEENY**

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

Please provide a brief background on yourself and tell why you are applying for the specified position. What is your vision for specified organization? *Please note that all boards and commissions are on a volunteer basis. No compensation is awarded for serving.* 

troped

#### **REFERENCES:**

Please provide contact information for two (2) references:

Name (First, Last) Phone Number Email How aquainted?	Donn Bohr S Sweeny Commun		Feast Friend
Name (First, Last) Phone Number Email How aquainted?	Mason Nichols Surrey Communit	y Thanksgiving	Feast/Friend 4/22/2024
		Ange - 1997	DATE
FOR OFFICE USE ONLY Date Received	and a second sec	me_9:47 AM	BY BA/KSP
Forwarded to Board/P	resident/Affliate		Date/Time

For many years, I have been a strong leader in our community by building various organizations to stand alone. My first was as President of Sweeny Beautification Committee, moving them from a budget of barely \$3,000 to over \$28,000 in the nearly 9 years of service. Among the numerous projects that were completed, one major accomplishment was the expansion of Sweeny Pride Day, our annual festivity. The second major accomplishment was the reorganization of the Sweeny Blue Santa program, which is a program to assist families in need during Christmas.

While working with these two organizations, a vision was placed before me to reorganize the annual Thanksgiving Feast. This event failed in its first year, leaving no available funds. It was through a vision from God with the help of 32 churches that we develop a faith-based Sweeny Community Thanksgiving Feast that it will be seeing its fourteenth year in 2024. This program is projected to provide over 2,000 "Unity" meals to our community.

While attending Brazosport College, working towards my Associates of Applied Science in Welding, I was voted in as the President of Student Construction Association where I worked with fellow Brazosport College students earning degrees in the construction department. I was able to provide them with the opportunity to meet with local chemical companies including contractors in our area. Our Brazosport college students were allowed to visit with various human resources representatives and multiple levels of management within their chosen fields.

I later became the Founder of the Brazosport College Coats of Many Colors Project and the Sweeny Community Forum.

My purpose in seeking a position with Sweeny Economic Development is to see further growth in the businesses within our community. My goal is to bring back the economy that existed many years ago by providing a variety of businesses within the community so those tax dollars will remain here. The major goal is to support the businesses currently existing here and assist with their future endeavors by helping to develop a plan to bring growth. The ultimate goal would be to become the main street that we experienced as children growing up and to be able to choose between numerous venues like stores, restaurants, entertainment, and a host of others offering their wares.

It would take new thoughts, ideas, and planning to develop lasting businesses through grants with promises of a new face to our city.



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

Meeting Date	05/21/2024	Agenda Items	
Approved by City Manager		Presenter(s)	Kaydi Smith
Reviewed by City Attorney		Department	Building Services/RFP/City Secretary
Subject	Discussion and possible action to award a janitorial service provider in response to submittal received from recent advertised request for proposal (RFP)		
Council Strategic Goals			
Attachments / Supporting documents	Proposals (2); Previous AgMemo with Budgeted Information		
	Expenditure Required: See below		See below
Financial	Amount Budgeted:		See below
Information	Account Number:		
mormation	Additional Appropriat	tion Required:	
	Additional Account N	lumber:	

#### **Executive Summary**

The Janitorial Services RFP was originally advertised for four weeks with one proposal received. At the February 20<sup>th</sup>, 2024 meeting, Council requested to re-advertise for additional bids. Staff advertised for an additional 30 days, ending 03/26/2024 to include advertising in The Facts newspaper. The City received 2 proposals (attached); one from the incumbent provider, Stacy Escobar, and one from Teresa Zamora of Tessa Lynn's Cleaning Service. Both are attached for viewing. Bid tabulation is attached with corresponding notes.

Due to questions and clarifications needed for one of the proposals along with statute requirements, a clear comparison justifying the lowest cleaning rate for financial purposes and correct cleaning schedules was not obtained, as once bids are opened, they cannot be changed.

Basing a decision off of the received proposals and bid tablulation, Stacy Escobar's proposal is the clearest proposal, allowing for transparancy of final costs associated for all buildings/cleanings associated and received the highest total score.

Tessa Lynn's proposal is unclear as to if the proposal is on an hourly rate and/or maximum amount, what is incuded in the amounts, if exceeding- are the prices to be modified, and if there are not rentals at the Community Center, are we (the City) still charged?

Please note-- the first run of the RFP and bid posting within the Council packet was addressed. Bid was removed upon request after second advertisement and could be misconstrued as a disadvantage to the original RFP.

Accepting a proposal that is most responsive to specifications may not always mean the lowest-price.

Original Agenda Memo from the February meeting is attached to show budgeted FY24 rates to include \$4,000.00 for the Community Center, \$4,000.00 for the Library, and \$3,500.00 for the Seniors building. Please see the notes on the previous agenda memo regarding split of funds.

#### **Recommended Action**

#### **OPTIONS:**

- To award a janitorial services contractor and to adjust prices accordingly.
- To award a janitorial services contractor and allow staff to negotiate a more definate agreement.
- The governing body of the city may reject any and all received; keeping the current contractor on a monthly basis as is until next budget cycle and incorporate accordingly.
- The governing body of the city may reject any and all received; keeping the current contractor on a monthly basis as is until next budget cycle and incorporate a part time janitorial position for all city buildings within the newly adopted FY 25 budget.

#### Janitorial RFP

#### Stacy Escobar

RFP- Request for Proposal; focus is to compare; is well understood and helps in evaluating factors before finalizing choices

CORECARD TEMPLATE Ratings 1-5; 1 Being the Lowest, 5 Being the Highest			
Company submitted	Rating	Notes	
Adherence to RFP Instructions			
Completeness		4	
Overall Quality		4	
Level of Professionalism		4	
Overal Response		4 Made contact and confirmed receipt	
Labeled according to RFP instr.		5	
Company Information			
Contact Information		3 Email included	
Project Understanding			
Ease of Comprehension of RFP		5 Specified per cleaning/ per day to include holiday provisions	
Prices Stated for Each Building		5	
Pricing			
Proposed Cleaning Fee Concise		5	
Proposed Cleaning Fee Amounts		3 Higher than other proposal, but other proposal unclear	
Total Rating out of 50		42 *	

#### Janitorial RFP

#### Teresa Zamora/ TessaLynn's Cleaning Service

RFP- Request for Proposal; focus is to compare; is well understood and helps in evaluating factors before finalizing choices

SCORECARD TEMPLATE Ratings 1-5; 1 Being the Lowest, 5 Being the Highest		
Company submitted	Rating	Notes
Adherence to RFP Instructions		
Completeness		4
Overall Quality		3 Hard to view, dark and picture cut off
Level of Professionalism		3 Hard to view, dark and picture cut off
Overal Response		5 Made Contact and Confirmed Receipt; Reference provided/ not required or requested
Labeled according to RFP instr.		5
Company Information		
Contact Information		5 Address, Phone, Email included
Project Understanding		
Ease of Comprehension of RFP		2 Not detailed enough; Questions on Seniors and CC Combined; Hours per week/pricing
		Two buildings combined (Seniors/CC); Charged is not rented at CC?, Exceeds maximum
Prices Stated for Each Building		3 amount? See below
Pricing		
		Unsure of max/cap; \$12.50 @ 18 hrs is \$225 wk/\$900.00 , \$12.50 @25 hrs is \$312.50 wk/\$1250.00 Monthly; \$1250.00 exceeds \$900.00 monthly amount notated. \$900 a max amount/cap? Even if there are additional cleanings as rented for the CC?, 2 hours a day for the CC always to be charged, even if left dirtier than other times/rented? Still paying for cleanings if
Proposed Cleaning Fee Concise		3 not rented during the month at the CC?
		Unclear to make correct decision; possibly lower, but what does it include? Questioning could
Proposed Cleaning Fee Amounts		3 modify already opended and reviewed results.
Total Rating out of 50		36

Stacy Escobar Monday, January 22, 2024 2:30 PM Kaydi Smith Subject: Proposal for Janitorial Services FY 2023/2024

**Follow Up Flag: Flag Status:** 

From:

Sent:

To:

Follow up Completed

> Cleaning Rate proposal for 2023/2024 Prepared for: City of Sweeny Prepared by: Stacy Escobar

Prices are for each day a cleaning is provided for the following location and as requested on the cleaning check list that was provided for the following locations. Community Center as needed , Senior Building 2 days a week and the Sweeny Library 5 days a week Tuesday-Saturday.

All cleanings will be done as usual cleanings unless notified of a no cleaning day for holidays.

Community Center each time it is Cleaned Senior Building each time it is Cleaned week) Sweeny Library each time it is Cleaned week)

Cleaning fee/days \$100.00 a cleaning \$75.00 a cleaning (2 days a

\$40.00 a cleaning (5 days a

#### **Kaydi Smith**

From: Sent: To: Subject: Attachments: Teresa Zamora Monday, February 26, 2024 5:50 PM info Janitorial Services 20240226\_174506.jpg

Follow Up Flag: Flag Status: Follow up Flagged

Here's my personal for this job, I have one reference and it is for 75 dollars and her number is **Example 1** Thank you for considering me for this job. and I clean her house once a week for

Thank you, (Tessa) Teresa Zamora

Item 10. Joropa Banora Jessa Amis Cleaning Service Jaretorial Sorvices 25P. for. He Secon, Cunrently building and Library job. 2x at shrs a day - Seiror slune 5x at shrs a day al figure it to be irrighly around 18-25 hrs a week. clourpose at 12.5° anhour or 900, = a month. address to # Karydinsth attenderetary

#### **REQUEST FOR PROPOSAL (RFP)**

#### **Janitorial Services**

Following is a summary of information for this Project.

The City of Sweeny, Texas, hereafter called the City, is requesting sealed written Proposals for Performing all Work required for the **FY 2023/2024 Janitorial Services**, to include, in part: Cleanings as Requested for the Sweeny Community Center, Twice (2)Weekly at the Seniors Building, and Five (5) days a week at the Sweeny Community Library.

The City of Sweeny is seeking a qualified Contractor who shall provide janitorial services. The City currently has three (3) locations that require janitorial services. This number is subject to change and the City reserves the right to either add or delete locations, square footage and/or frequency of service(s). The successful Contractor will be required to provide quality service with minimal service call backs.

Sealed Proposals will be received at the office of the City Secretary, City of Sweeny, 102 W. Ashley Wilson Road, Sweeny, Texas, 77480 until **3:00 p.m. on Tuesday, March 26, 2024**. Any proposals received after the closing time will not be accepted for consideration and will be returned unopened.

All proposals must be clearly marked on the outside with the following: "Proposal for Janitorial Services FY 2023/2024". Proposals can be mailed and/or sent electronically. All mailed submittals must be received in the office of the City Secretary by 3:00 p.m. on Tuesday, March 26, 2024. Any electronically sent RFP's will be required to have reached the City's inbox by 3:00 p.m. and must be labeled the same as noted above. Any proposals received after 3:00 p.m. will not be accepted.

Request for Proposals shall be directed to:

Kaydi Smith City Secretary Email: <u>info@sweenytx.gov</u>

Questions regarding this Proposal must not be directed to other City of Sweeny employees. Clarification requests will not be accepted by telephone. All responses to clarification requests will be provided to all proponents in writing by email and publication as an addendum on the City's website.

#### Appendix A Scope of Work

#### Buildings: Sweeny Community Center, Sweeny Community Library, and Sweeny Seniors Building

1. <u>Sweeny Community Center</u>: As needed/ Requested Monday thru Sunday. Requests come with little notice as this building is rented by the public. Dates are subject to change at all times. Hours of cleaning may be limited to 1AM-6 AM on occasion. Normal public rentals are from 8AM- 12AM (midnight).

The Community Center is approximately 4,000 square feet containing a men's and women's restroom with three (3) toilets and/or urinals in each, one (1) sink each, and vinyl flooring. The facility contains an operational full size kitchen with two (2) sinks, refrigerator, standup freezer, microwave, and full oven with range. The kitchen contains tile flooring. There is a wooden dance floor surrounded a large carpeted area, making up the majority of the building. There are three sets of double glass doors and a tiled entry way.

- A. Each Cleaning will require the following:
  - Vacuum all carpeting; spot clean carpets to remove fresh spills or stains as needed.
  - Thoroughly dust and wipe/sanitize all horizontal surfaces, including countertops, window sills, tables, and all manner of furnishings.
  - Wipe interior and exterior surfaces of all appliances.
  - Clean out refrigerator and freezer, throwing away any left items, and wipe down. Inspect and confirm all items have been discarded and/or disposed of within all cabinets and appliances.
  - o Sweep and mop all hard surface floors to remove any spillage and/or soiled areas; Entry Foyer, Bathroom, Kitchen area, Backdoor exit/entryway, and Dance floor.
  - o Clean glass doors (all), windows, and mirrors from smudges/ fingerprints on all glass surfaces.
  - Clean all toilets, sinks (4 to include bathroom and kitchen), hard surfaces with each rental. All cleaning supplies are supplied by the City. Toilets and urinals to be cleaned and sanitized inside and outside. Polish bright work.
  - o Replace all paper goods as needed in restroom and kitchen. All goods are supplied by the city.
  - Empty all trash receptacles, replace and tie liners, as needed, and remove trash to a collection point (Liners to be furnished by City).
  - Inspect and pick up building as needed and take pictures as necessary of any damages found with each rental.
  - o Complete cleaning logs and notify City of low cleaning supplies inventory.
- 2. <u>Sweeny Community Library</u>: Cleanings are required five (5) days a week; Tuesday Saturday; prior too business hours. The Sweeny Community Library is located at 205 W Ashley Wilson Road and is approximately 3920 square feet. The Library contains one office, a breakroom, a main area consisting of carpeted flooring, a men's and women's restroom that contains 2 stalls with toilets and/or urinals and one sink per restroom. The entrance into the Library is linoleum flooring with one set of double glass doors.
  - A. Each cleaning will require the following:

- o Vacuum all carpeting.
- 0 Damp wipe and sanitize all horizontal surfaces as needed.
- Wipe interior and exterior surfaces of all appliances.
- o Sweep and mop all hard surface floors to remove any spillage and/or soiled areas; Entry Foyer, Bathroom, and Kitchen area.
- o Clean glass doors, windows, and mirrors from smudges/ fingerprints on all glass surfaces.
- Clean all toilets, sinks, and bathroom hard surfaces. All cleaning supplies are supplied by the City. Toilets and urinals to be cleaned and sanitized inside and outside. Polish bright work.
- Replace all paper goods as needed in restroom and kitchen. All goods are supplied by the city.
- Empty all trash receptacles, replace and tie liners, as needed, and remove trash to a collection point (Liners to be furnished by City).
- o Inspect and pick up building as needed and take pictures as necessary of any damages found within.
- Complete cleaning logs and notify City of low cleaning supplies inventory.
- 3. <u>Sweeny Seniors Building</u>: Cleanings are required twice (2) weekly. Prior to the opening hours of 8 a.m. or after the hours of 10 p.m. The Sweeny Seniors building is located at 205 N Oak Street. The Seniors Building is mostly comprised of linoleum flooring and is approximately 1,768 square feet. This space contains a full kitchen, men's and women's restroom, and office area.
  - A. Each cleaning will require the following:
    - Sweep and mop all hard surface floors to remove any spillage and/or soiled areas; Main area, Bathrooms, Kitchen and Office area.
    - o Wipe all horizontal surfaces, countertops, furniture, tables, and chairs. Sanitize as needed.
    - Wipe interior and exterior surfaces of all appliances and clean sink within the kitchen area.
    - o Clean glass doors, windows, and mirrors from smudges/ fingerprints on all glass surfaces.
    - o Dust surfaces as needed.
    - Clean all toilets, sinks, and bathroom hard surfaces. All cleaning supplies are supplied by the City. Toilets and urinals to be cleaned and sanitized inside and outside. Polish bright work.
    - Replace all paper goods as needed in restroom and kitchen. All goods are supplied by the city.
    - Empty all trash receptacles, replace and tie liners, as needed, and remove trash to a collection point (Liners to be furnished by City).
    - o Inspect and pick up building as needed and take pictures as necessary of any damages found within

o Complete cleaning logs and notify City of low cleaning supplies inventory.

#### **Other Provisions:**

- o Janitor closets, equipment and materials shall be kept in a neat, clean and orderly condition at all times.
- o All damages are to be reported to the City immediately upon finding and documented accordingly; images, written report, and call placed to City employee if warranted.
- o Defective or inoperative building equipment shall be brought to the attention of the City such as:
  - Leakage or problem plumbing.
  - Defective lights or lighting.
  - Doors not properly secured.
  - Other unusual circumstances that might affect the security, maintenance or effectiveness of the facility.
- o AC units shall be set to 68 or higher upon leaving the facility unless otherwise instructed.
- o Janitorial supplies inventory is the responsibility of the janitorial services contractor. All requests need to be submitted on cleaning logs per building requested for, in ample time for ordering and receival.



#### AGENDA MEMO

#### Business of the City Council City of Sweeny, Texas

Meeting Date		Agenda Item	
Approved by City Manager		Presenter(s)	City Manager/City Secretary
Reviewed by City Attorney		Department	Administration
Subject	Discussion and possible action to select a janitorial service provider per the RFP completed		
Attachments	Proposal Received; RFP advertised		
	Expenditure Required: See b		See below
Financial	Amount Budgeted:		See below
Information	Account Number:		
	Additional Appropr	iation Required:	
	Additional Account Number:		

#### **Executive Summary**

At the December 13, 2023 meeting, Council instructed staff to advertise an RFP (request for proposal) for a janitorial services contractor. After the December 13, 2023 meeting, the city ran the request for 4 weeks. Sealed proposals were accepted until 02/08/2024 at 3PM. The only proposal received is from the incumbent janitorial services provider, Stacy Escobar.

Building	Proposed Price Vs.	Current Price
Community Center	\$100.00 per cleaning	\$90.00 per cleaning
Library	\$40.00 per cleaning (5xwkly)	\$20.00 per cleaning (5xwkly)
Seniors Building	\$75.00 per cleaning (2xwkly)	\$40.00 per cleaning (2xwkly)

Budgeted FY24	Community Center \$4,000.00	Library \$4,000.00 -5 days/wk	Seniors \$3,500.00 2 days/wk
<b>Current</b> Rate FY24 Projected @ 52 weeks; We did split the CC & Library this year within the budget and the overages would be able to be utilized to cover overages in other janitorial services. \$90.00 Per cleaning now.	\$1,000.00 APPROX *Will be UNDER Budget by approx. +\$3,000.00	\$5,200.00; -\$1,200.00 Over Budget	\$4,160.00; -\$660 Over Budget
Requested Rate FY24 Projected @ 52 weeks APPROX. Figures. 20 weeks calculated at current rate/ 32 calculated at new rate	Paid by Renters-Offset of \$90.00, \$10.00 will cut into city revenue per rental; total requested \$100.00 per cleaning	\$8,400.00; -\$4,4 <mark>00.00 Over</mark> Budget	\$6,400.00; <mark>-\$2,900.00 Over</mark> Budget
Next FY with new rates Approx Figures	SAME as above	\$10,400.00	\$7,800.00

#### **Recommended Action**

Staff recommends to award Stacy Escobar the janitorial services contract for the FY 23/24 and to adjust prices accordingly.



#### AGENDA MEMO

Business of the City Council City of Sweeny, Texas

Meeting Date	05.21.2024	Agenda Items	Tax Office Agreement
Approved by City Manager	Yes	Presenter(s)	Lindsay Koskiniemi, City Manager
Reviewed by City Attorney	Yes	Department	Administration
Subject	Discussion and possible action on executing an interlocal agreement with the Brazoria County Tax Assessor for the collection of taxes and public improvement district (PID) assessments for the City of Sweeny, Texas.		
Council Strategic Goals	Goal 1) Vibrant Economy: "Improve service quality" Goal 4) Government Sustainability: "Improve efficiency through data tech in a thoughtful, innovative approach."		
Attachments / Supporting documents	Proposed Interlocal Cooperation Agreement for Collection of Texas and PID Assessments for City of Sweeny.		
Financial Information	Expenditure Requ Amount Budgeted Account Number: Additional Approp Additional Accourt	d: priation Required:	N/A N/A

#### **Executive Summary**

The Office of the Brazoria County Tax Assessor / Collector and the City of Sweeny have enjoyed a relationship that provides a property tax collection service to the public since 1993 when the original rental agreement between the tax office and the City was executed for a rental fee of \$75 per month.

Since the tax office was relocated to the Sweeny Police Department in late 2023, no rent has been charged as agreed between the two parties. The tax office has prepared an agreement with the City of Sweeny to update the terms of the agreement that once included rent but includes the use of the office space as an exchange for the tax office services. This agreement is an updated interlocal agreement to replace the 1993 agreement.

The proposed agreement details collection requirements and property tax rate adoption requirements. Additionally, there is added language concerning the collection requirements for public improvement districts (PIDs). Currently, the City has no PIDs, however, if the City approved future PIDs, under this agreement, pursuant to section 3.4,

"For services related to PID assessment collection rendered pursuant to this Agreement, the City shall also pay the County the following for each PID: (1) an annual charge of Thirty-Six Cents (\$0.36) per parcel and (2) an initial set-up fee of One Thousand Dollars and No Cents (\$1,000.00), as the actual costs incurred."



#### AGENDA MEMO

Business of the City Council City of Sweeny, Texas

Staff recommends incorporating the County's fees for PID assessment collections into the City's schedule of fees to avoid future subsidy.

This agreement, as presented is automatically renewed on an annual basis beginning May 1, 2025. Should either party opt to terminate the agreement, a 90-day notice is required.

#### **Recommended Action**

Staff recommends City Council authorize the City Manager to execute an interlocal agreement between the City of Sweeny and Brazoria County for the collection of taxes and public improvement district (PID) assessments for the City of Sweeny, Texas.

#### **Recommended motion:**

"I move we authorize the City Manager to execute an interlocal agreement between the City of Sweeny and Brazoria County for the collection of taxes and public improvement district (PID) assessments for the City of Sweeny, Texas." THE STATE OF TEXAS §
COUNTY OF BRAZORIA §

#### INTERLOCAL COOPERATION AGREEMENT FOR COLLECTION OF TAXES AND PID ASSESSMENTS FOR CITY OF SWEENY

This Interlocal Cooperation Agreement (the "Agreement") is made and entered into by and between **BRAZORIA COUNTY, TEXAS** (the "County") and **CITY OF SWEENY** (the "City") (singularly and collectively, the "Party" and "Parties") pursuant to the Interlocal Cooperation Act, Texas Government Code chapter 791, Texas Property Tax Code sections 6.23 and 6.24, and Texas Local Government Code section 372.0175, with the agreement, consent, and participation of the Brazoria County Tax Assessor-Collector (the "Tax Assessor-Collector").

#### I. <u>RECITALS</u>

1.1 The County is a political subdivision of the State of Texas, acting by and through its Commissioners Court.

1.2 The City is a political subdivision of the State of Texas, acting by and through its governing body.

1.3 The Tax Assessor-Collector is the duly elected tax assessor-collector for Brazoria County, Texas.

1.4 Texas Property Tax Code section 6.24, Texas Local Government Code section 372.0175, and Texas Government Code chapter 791 authorize political subdivisions of the State of Texas to enter into interlocal contracts for the provision of tax assessment and collection services and public improvement district ("PID") assessment collection services.

1.5 The County, with the approval of the Tax Assessor-Collector, has agreed to provide tax assessment and collection services and PID assessment collection services, as specified in this Agreement, for the City.

1.6 The City has agreed to authorize the County to provide tax assessment and collection services and PID assessment collection services, as specified in this Agreement, for the City.

1.7 The City has the authority to authorize the County to act as tax assessor-collector, as specified in this Agreement, and the County has the authority to act in that capacity.

1.8 The County and the City agree it is in the best interest of the citizens of Brazoria County to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants

and agreements set forth in this Agreement, the County and the City agree as follows:

#### II. COUNTY OBLIGATIONS

The County hereby agrees, during the term of this Agreement, to the following:

2.1 The County shall comply with all provisions of the Texas Property Tax Code and Local Government Code, as amended, regarding collection of ad valorem property taxes and PID assessments.

2.2 Except as otherwise provided in this Agreement, in all matters pertaining to the assessment and collection of taxes for the City, the County, through the Tax Assessor-Collector, shall perform the duties of tax assessment and collection and PID assessment collection for the City for accounts within the jurisdiction of the City. The County's duties under this Agreement include, but are not limited to, performing timely and accurate calculations and publications of applicable tax rates and entering into agreements for the payment of delinquent taxes by installment as provided by Texas Property Tax Code section 33.02.

2.3 The Tax Assessor-Collector shall provide customary notices and billings concerning taxes and PID assessments owed to the City and will collect and process through the County's bank account all income received therefrom, in the general manner and at the same times in which the Tax Assessor-Collector assesses and collects taxes for the County and other taxing entities.

2.4 The taxes and assessments collected by the County for the City shall be remitted by electronic automated clearing house transactions ("ACH") to the City's designated depository. Refunds to taxpayers and taxpayer checks returned from banks shall be deducted from County's remittance to the City. The Tax Assessor-Collector shall remit to the City all tax proceeds and PID assessments collected for the City no less than twice weekly during heavy payment periods, as determined by the Tax Assessor-Collector, and no less than once weekly during slow periods. Actual funds collected by the Tax Assessor-Collector shall be remitted to the City within three (3) business days of receipt during heavy payment periods and within five (5) business days during slow periods. Disbursements shall be subject to the City bearing any ACH transfer fee required by an agreement between the County and the County's depository then in effect.

2.5 The Tax Assessor-Collector shall provide the City monthly and annual reports as required by Texas Property Tax Code section 31.10.

2.6 The Tax Assessor-Collector shall provide the City annual reports, prepared by independent certified public accountants, on both the design of the system and compliance tests that are directed to specific objectives of internal accounting control. For the purpose of these reports, the "system" is the internal control structure policies and procedures of the office of the Tax Assessor-Collector, which includes the control environment, the accounting system, and the control procedures. These reports shall be in accordance with Statement of Auditing Standards Number 44, "Special-Purpose Reports on Internal Accounting Control at Service Organizations,"

as issued by the American Institute of Certified Public Accountants.

2.7 The Tax Assessor-Collector shall provide the City a copy of existing bonds required by Texas Property Tax Code section 6.28.

2.8. The County shall bill the City no later than the 31st day of December each year for the annual charge for assessing and collecting taxes and PID assessments under this Agreement.

2.9 In performing services under this Agreement, neither the Tax Assessor-Collector, nor any official, employee, or agent of the Tax-Assessor Collector or the County, shall be considered an officer or employee of the City.

#### III. <u>CITY OBLIGATIONS</u>

The City hereby agrees, during the term of this Agreement, to the following:

3.1 The City shall comply with all provisions of the Texas Property Tax Code and Local Government Code, as amended, regarding collection of ad valorem property taxes and PID assessments.

3.2 The City shall adopt a tax rate in accordance with Texas Property Tax Code Section 26.05. The City shall reimburse the County for any additional costs incurred by County for any delay in adopting a tax rate.

3.3 For services related to the collection of ad valorem property taxes rendered pursuant to this Agreement, the City agrees to pay the County an annual charge of Thirty-Six Cents (\$0.36) per parcel as the actual costs incurred. The Parties acknowledge and agree the compensation under this Agreement is reasonable compensation, as allowed by Texas Property Tax Code section 6.27, which does not exceed the actual costs incurred, for assessing and collecting taxes for the City.

3.4 For services related to PID assessment collection rendered pursuant to this Agreement, the City shall also pay the County the following for each PID: (1) an annual charge of Thirty-Six Cents (\$0.36) per parcel and (2) an initial set-up fee of One Thousand Dollars and No Cents (\$1,000.00), as the actual costs incurred. The Parties acknowledge and agree the compensation under this Agreement is reasonable compensation, as allowed by Texas Property Tax Code Section 6.27, which does not exceed the actual costs incurred, for collecting PID assessments for the City.

3.5 The Parties further agree the amount to be paid by the City to the County under this Agreement may be evaluated by the Tax Assessor-Collector, at a minimum, every three (3) years. The Parties agree the amount to be paid by the City to the County under this Agreement may be adjusted by the Tax Assessor-Collector after an evaluation. In the event of an adjustment, the Tax Assessor-Collector shall notify the City, and this Agreement shall then renew at the adjusted rate without need to amend this Agreement.

3.6 The City shall pay the County amounts billed under this Agreement forty-five (45) days after the City's receipt of the bill. If such amounts are not timely paid, the County may withhold the amounts from future disbursements.

3.7 The City shall ensure the Tax Assessor-Collector is notified no later than May 1 of the applicable year when requested to collect assessments for a new PID. The City shall also ensure the Tax Assessor-Collector is provided an assessment roll for each PID no later than September 1 of each year.

3.8 The City shall promptly provide to the Tax Assessor-Collector, without charge, copies of all records necessary for the performance of the duties and responsibilities of the County pursuant to this Agreement. The City shall provide accurate information to the Tax Assessor-Collector to permit the timely and accurate calculations and publications of applicable tax rates.

3.9 The City hereby designates the Tax Assessor-Collector as the person to perform calculations of all applicable tax rates and all other functions incident to those calculations, such as notices, as required by Texas Property Tax Code chapter 26 based on accurate information provided to the Tax Assessor-Collector from Appraisal Districts and the City.

3.10 The Parties acknowledge and agree that the City has and retains the exclusive authority to contract with private legal counsel for the collection of delinquent property taxes and PID assessments, as provided in Texas Property Tax Code section 6.30. The Tax Assessor-Collector shall cooperate with delinquent tax collection attorney(s) so designated and shall have the authority to pay said attorney(s) the fees or commissions agreed upon between the City and the attorney(s) out of the proceeds received from the collection of delinquent tax accounts and PID assessments. In the event the City does not designate private legal counsel for the collection of delinquent property taxes and PID assessments, the City shall utilize the same private legal counsel as the County.

3.11 In the event the County waives any penalty and/or interest on any parcel, pursuant to Texas Property Tax Code section 33.011, the City consents to the waiver of the penalty and/or interest on the same parcel and hereby authorizes the County to waive such penalty and/or interest on behalf of the City.

3.12 The City's performance under this Agreement is conditioned on the appropriation of funds by the City on an annual basis for payment of the amounts owed to the County under this Agreement and shall constitute a commitment of current revenues only. The failure by the City's governing body to appropriate funds sufficient for payment of the County's collections and performance herein shall be grounds for termination of this Agreement.

#### IV. TERM AND TERMINATION

4.1 This Agreement shall be effective on May 1, 2024, and shall remain in full force and effect for one year, through April 30, 2025. This Agreement shall automatically renew on

May 1, 2025, for a period of one (1) year, and shall automatically renew thereafter on an annual basis.

4.2 Either Party may terminate this Agreement for any reason by providing written notice to the other Party at least ninety (90) days prior to the date of termination. This Agreement may also be terminated at any time and for any reason, without any prior notice, upon written agreement by the Parties.

4.3 In the event of termination of this Agreement by the City, the City shall assume all contractual obligations entered into with the County for services rendered under this Agreement to the City for the duration of the term of the Agreement and any renewal, and the County shall be relieved of all contractual obligations under this Agreement.

#### V.

#### **ENTIRETY**

5.1 This Agreement and all promises contained in it supersede any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement.

5.2 The Agreement contains all the covenants and agreements between the Parties relating in any way to their obligations under this Agreement.

5.3 Each Party acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, that are not set forth in this Agreement, and that no agreement, statement, or promise not contained in this Agreement shall be valid or binding.

#### VI. FORCE MAJEURE

6.1 The Parties shall not be liable or responsible to each other for any delay, loss, failure, or inability to perform their obligations as described herein which is caused by "force majeure." The term "force majeure" includes, but is not limited to, acts of God, strikes, acts of a public enemy, wars, mines or other items of ordnance, blockages, public rioting, lightning, fire, hurricanes, floods, storms, explosions, inability to obtain materials, supplies, labor permits, servitudes, or rights of way, acts or restraints of any governmental authority, epidemics, landslides, lightning storms, earthquakes, washouts, arrests, restraints of rulers and peoples, civil disturbances, breakage or accident to machinery or lines of equipment, temporary failures of equipment, freezing of equipment, and any other causes, whether of the kinds specifically enumerated above or otherwise, which are not reasonably within the control of the Parties and which by the exercise of reasonable due diligence could not reasonably be prevented or overcome.

6.2 In the event time limits are not met under this Agreement as a result of force majeure, the Party whose performance is due shall have an extension of the time limit or deadline equal to the number of days for which the force majeure condition existed. After the force majeure

condition has ended, the Agreement shall continue under the same operations and circumstances as existed prior to the force majeure event.

6.3 Events reasonably within the control of the respective Party shall not constitute force majeure and shall be remedied with the exercise of due diligence. The Parties shall use all reasonable means to remove all contingencies affecting the performance of this Agreement as quickly as is reasonably possible. This clause does not relieve any Party from its obligations to make any payments of amounts then due for previous work or obligations contemplated and performed under this Agreement, and neither Party's time for performance shall be extended for any event which is reasonably within the control of such Party.

#### VII. <u>LIABILITY, SUPPLEMENTAL SURETY BOND,</u> <u>AND NO IMMUNITY WAIVER</u>

7.1 Each party to this Agreement agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by another party, regardless of where the individual's actions occurred. Each party is solely responsible for the actions and/or omissions of its employees and officers.

7.2 The County recommends that the City obtain an additional and adequate surety bond for the County and Tax Assessor/Collector specifically related to all services, actual and anticipated, to be performed and rendered hereunder. The City agrees to pay all associated premiums for such bond.

7.3 The Parties expressly understand and agree that, in the execution of this Agreement and the performance of obligations herein, the Parties do not waive, nor shall they be deemed to have waived, any immunity or defense that would otherwise be available to the Parties or their officials, officers, employees, and/or agents against claims arising in the exercise of governmental powers and functions, including, but not limited to, sovereign and/or governmental immunity. This Agreement is expressly made subject to the Parties' sovereign and/or governmental immunity, including, without limitation, Title 5 of the Texas Civil Practice and Remedies Code, and all applicable federal and state laws.

#### VIII. MISCELLANEOUS

8.1 <u>Notices</u>. Any notice required under this Agreement shall be in writing and shall be duly served when deposited, with proper postage prepaid, and duly registered or certified, return receipt requested, in a United States Post Office, addressed as specified below. If mailed, any notice of communication shall be deemed to be received three (3) days after the date of deposit in the United States mail. Unless otherwise provided in this Agreement, all notices shall be delivered at the following addresses:

<u>THE COUNTY</u>: Kristin R. Bulanek Brazoria County Tax Assessor-Collector 111 East Locust Angleton, TX 77515 <u>THE CITY</u>: [NAME] [TITLE] [ADDRESS]

With a copy to: Chief – Civil Division Brazoria County Criminal District Attorney's Office 111 E. Locust, Suite 408A Angleton, Texas 77515



8.2 <u>Severability.</u> If any term or provision in this Agreement is, for any reason, held invalid, illegal, or unenforceable by any court of competent jurisdiction, the Parties shall by written amendment make it valid, legal, or enforceable; however, if any term or provision in this Agreement cannot be amended to make it valid, legal, or enforceable while still providing the effect desired by both Parties, said term or provision shall be deemed a separate, distinct, and independent provision, shall be constructed as having never been contained in this Agreement, and shall not affect the validity, legality, or enforceability of the remaining terms and provisions in this Agreement, which shall remain in full force and effect.

8.3 <u>Amendment</u>. No amendment, modification, or alteration of the terms or provisions of this Agreement shall be binding unless it is in writing, references this Agreement, is dated subsequent to the Effective Date of this Agreement, and is duly executed by authorized representatives of both Parties.

8.4 <u>Authorized Representative</u>. Each Party to this Agreement represents to the other Party that it is fully authorized to enter into this Agreement and to perform its obligations hereunder and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement in accordance with its terms, other than those that have been obtained.

8.5 <u>No Joint Enterprise</u>. Nothing in this Agreement shall be deemed or construed by the Parties, nor any third party, as creating a relationship of principal and agent, partnership, joint enterprise, common enterprise, joint venture, or joint owners between the Parties. This Agreement does not and shall not be construed to entitle either Party or any of their respective officials, employees, or agents, if applicable, to any benefit, privilege, or other amenities of employment from the other Party.

8.6 <u>Successors and Assigns</u>. Neither Party may assign or transfer its interest in or obligations under this Agreement, in whole or in part, without the prior written consent of the other Party. This Agreement binds and is for the sole and exclusive benefit of the Parties and their legal successors, including, without limitation, any successor governmental agency or entity to either Party.

8.7 <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

8.8 <u>Exclusive Jurisdiction and Venue</u>. Exclusive jurisdiction and venue for all legal actions related to this Agreement shall be in Brazoria County, Texas. The Parties waive any objection to the adjudication of all court actions related to this Agreement in Brazoria County, Texas.

8.9 <u>Authorship</u>. This Agreement shall not be construed in favor of or against any Party on the basis that the Party did or did not author this Agreement.

8.10 <u>Titles or Headings.</u> Any titles or headings of sections and paragraphs in this Agreement are included solely for convenience, shall not be considered a part of the Agreement, shall not in any way serve to modify or restrict any term or provision, and shall not be considered in ascertaining intent.

8.11 <u>Including</u>. Wherever the word "including" is used, it is deemed to mean "including, without limitation."

8.12 <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, all of which together will be deemed an original.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their following properly authorized officers, having the necessary authority to execute this Agreement on behalf of the Parties, and made this Agreement effective as of the last date listed below:

#### **BRAZORIA COUNTY, TEXAS:**

#### **CITY OF SWEENY:**

R	<b>x</b> 7	•
D	y	•

L.M. "Matt" Sebesta, Jr. COUNTY JUDGE

By:		_
	[NAME]	
	[TITLE]	
Date:		

Date:

By:	
	Kristin R. Bulanek
	TAX ASSESSOR-COLLECTOR
Date:	

#### STATE OF TEXAS § COUNTY OF BRAZORIA §

ſ

#### LEASE AGREEMENT

This Lease Agreement is entered into by and between the City of Sweeny, Texas, a political subdivision of the State of Texas acting by and through its City Council, hereinafter referred to as "Lessor," and Brazoria County, Texas, a political subdivision of the State of Texas acting by and through its Commissioners Court, hereinafter referred to as "Lessee."

#### I. LEASED PREMISES

1.01 In consideration of the mutual covenants and promises of this Lease Agreement, Lessor hereby demises and leases to Lessee, and Lessee hereby accepts for the term of this Lease Agreement office space of approximately 203.4 square feet and common areas in the Sweeny Policy Department building located to 123 North Oak Street, Sweeny, Texas 77480, as depicted and described in Exhibit "1," which is attached hereto and incorporated herein for all purposes (the "Leased Premises"). Lesse shall use the Leased Premises for the purpose of providing county tax office services to residents of Brazoria County, Texas.

#### II.

#### <u>TERM</u>

2.01 The term of this Lease Agreement shall be for a period of one (1) year, commencing on the 1st day of December, 2023 (the "Lease Term"). The Lease Term shall be automatically renewed for successive one (1) year terms, upon the same terms and conditions stated herein, unless either party hereto provides written notice of termination to the other party at least thirty (30) days prior to the expiration of the then current Lease Term.

#### III. <u>RENT</u>

3.01 As rent for the use of the Leased Premises, Lessee agrees to perform tax assessment and collection services for Lessor as specified in the "Contract for Tax Collections," as described in Exhibit "2," which is attached hereto and incorporated herein for all purposes.

#### IV. REPAIRS, MAINTENANCE, AND MODIFICATIONS

4.01 Lessor shall be responsible for the repair, routine maintenance, cleaning, and upkeep of the Leased Premises.

4.02 Lessee shall not have the right to make any improvements upon or modifications to the Leased Premises without prior written approval of Lessor, and any such improvements or modifications shall remain thereon, unless approved in writing by Lessor.

#### V. TAXES AND UTILITIES

5.01 Lessor shall be responsible for the payment of all taxes on the Leased Premises.

5.02 Lessor shall be responsible for the payment of all utilities on the Leased Premises necessary for Lessee's use of the Leased Premises, including, but not limited to, electricity, gas, water, telephone, and internet.

#### VI.

#### **INSURANCE**

6.01 At all times during the Lease Term, Lessor shall secure and maintain property insurance in an amount equal to the full insurable value of Lessor's property in or on the Leased Premises.

6.02 At all times during the Lease Term, Lessor shall secure and maintain comprehensive general liability insurance equaling or exceeding limits of liability of \$500,000.00 per occurrence for bodily injury and \$500,000.00 general aggregate for bodily injury and property damage. Said policy(ies) shall name "Brazoria County, Texas" and its officers and employees as additional insureds and shall insure any liability against Brazoria County and its officers and employees arising from or related to their use, occupancy, or maintenance of the Leased Premises.

#### VII. NOTICES AND COMMUNICATIONS

7.01 All notices, requests, and other communications required or authorized under this Lease Agreement shall be in writing and shall be hand delivered, dated, and acknowledged by the receiving party, or sent by certified mail, return receipt requested. All notices, requests, and communications shall be addressed as follows:

To Lessor: Lindsay Koskiniemi City Manager City of Sweeny, Texas 102 W. Ashley Wilson Road Sweeny, Texas 77480

To Lessee: Kristin R. Bulanek Brazoria County Tax Assessor Collector 451 North Velasco Angleton, Texas 77515

#### VIII. MISCELLANEOUS PROVISIONS

8.01 Lessee shall not assign this Lease Agreement nor sublet the Leased Premises or any interest therein without first obtaining the written consent of Lessor.

8.02 This Lease Agreement may only be amended, modified, or supplemented by written agreement signed by both parties.

8.03 This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8.04 This Lease Agreement and all promises contained in it supersede any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Lease Agreement. It contains all the covenants and agreements between the parties relating in any way to the creation and use of the leasehold estate and the relationship of the parties as landlord and tenant. Each party to this Lease Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth in this Lease Agreement, and that no agreement, statement, or promise not contained in this Lease Agreement shall be valid or binding.

8.05 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Lease Agreement, and this Lease Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been included in the Lease Agreement.

8.06 The Lease Agreement shall be interpreted, construed, and governed according to the laws of the State of Texas.

8.07 Lessor and Lessec agree that if it becomes necessary for any party to file any action in connection with this Lease Agreement, including, but not limited to, the enforcement of a breach of this Agreement, the proper venue for such action shall be in the District Courts of Brazoria County, Texas.

#### **LESSOR:**

1

CITY OF SWEENY, TEXAS

V

Lindsay Koskiniemi City Manager City of Sweeny, Texas

Date: November 14, 2023

**LESSEE:** 

BRAZORIA COUNTY, TEXAS

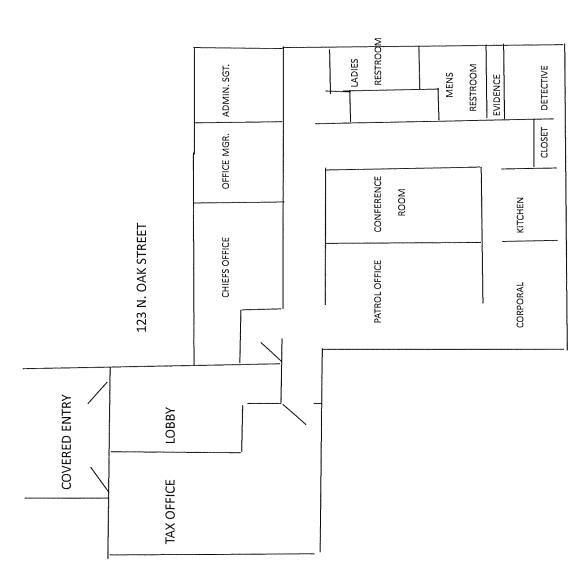
L.M. "Matt" Sebesta, Jr. County Judge Brazoria County, Texas

Date: November 28, 2023

## EXHIBIT

1

102



## NOT TO SCALE

# VERY BASIC LAYOUT OF 123 N OAK STREET

## **SWEENY POLICE DEPARTMENT**

### EXHIBIT

 $\mathbf{2}$ 

•

#### TAX COLLECTIONS CITY OF SWEENY

This agreement is to commemorate certain provisions by which the Tax Assessor-Collector of the County of Brazoria will assess and collect city taxes rendered for and on behalf of the City of Sweeny ("City") upon the City's invocation of Section 6.22 (c) of the Property Tax Code of the State of Texas.

Ι.

It is acknowledged that an initial, one-time charge of One Dollar (\$1.00) per item of delinquent accounts is a reasonable fee, not in excess of the actual costs incurred, for the City to pay for the entry of all existing delinquent city-tax accounts into the computer system of the County Tax Assessor-Collector, and as such it will be paid upon the initiation of the transfer of records from the offices of the City to the office of the County Tax Assessor-Collector.

#### II.

It is acknowledged and agreed that an annual charge of fifty Cents (\$0.50) per item of current taxpayer accounts is a reasonable fee, not in excess of the actual costs incurred, for the City to pay for assessing and collecting its taxes each year, and as such it will be paid upon receipt of the invoice to be generated December 31 of each year. Said annual charge may not exceed the actual costs incurred, as provided by Property Tax Code 6.27(b), and therefore will be lowered or raised to the extent actual costs may drop below or rise above (\$0.50) per item.

#### III.

It is anticipated that the Tax Assessor-Collector of Brazoria County will be named as the tax assessor-collector for the City of Sweeny by official action of the City Council in the manner required by law, to be effective no later than September 30, 1993, and that City and County personnel will have the necessary records transferred and on line in time for the County Tax Assessor-Collector to commence to assess and collect the city taxes for the City of Sweeny no later than October 1, 1993. It is acknowledged and agreed that the County Tax Assessor-Collector will bill the City on December 31 of each year, including 1993, for the annual charge for assessing and collecting its city taxes, and the City will pay the charge within three (3) of its working days after receipt of the invoice for same. In all matters pertaining to assessment and collection of taxes for the City of Sweeny, the County Tax Assessor-Collector shall perform the duties of tax assessment and collection for the City, but the County Tax Assessor-Collector shall not be considered an officer or employee of the City of Sweeny. Each year, by July 1 or as soon thereafter as possible, in coordination with the office of the Brazoria County Appraisal District, the County Tax Assessor-Collector shall submit to the City the appraisal roll for the City showing the total appraised, assessed and taxable values and shall certify to the City an estimate of the collection rate for the current year and any additional matters required by law to be submitted or certified by an assessor or timely and accurate calculation of the effective tax rate and rollback tax rate for the coming year and for entering into agreements for the payment of delinquent taxes by installment as provided at Property Tax

٧.

The County Tax Assessor-Collector will send out all customary notices and billings concerning taxes owed to the **City of Sweeny**, and will collect and process through the Count Tax Assessor-Collector's bank account all income received therefrom, in the general manner and at the same times in which the County Tax Assessor-Collector assesses and collects taxes for Brazoria County and other taxing entities.

#### VI.

The County Tax Assessor-Collector will remit promptly to the City all tax proceeds collected for the City, "promptly" meaning disbursements will be made no less than twice weekly during heavy payment periods and no less than once weekly during slack periods. Actual funds collected by the County Tax Assessor-Collector shall be remitted to the City within three (3) business days of receipt during heavy payment periods and within five (5) business days during slack periods. disbursement A11 checks from the Assessor-Collector to the City will show a breakdown of the County Tax disbursement on the stub. Wire transfer of disbursements will be provided upon request, subject to the City bearing any wire-transfer fee required by the agreement then in effect between Brazoria County and its County Depository.

#### VII.

The County Tax Assessor-Collector will provide the City with a deposit distribution report detailing collection levy, principal and interest, and all costs by year, with each disbursement. In addition, monthly reports will be provided to the City detailing collections, refunds, costs and changes made to levy, and showing receivables by year.

#### VIII.

The County Tax Assessor-Collector will provide the City with annual reports, prepared by independent certified public accountants, on both the design of the system and compliance tests that are directed to specific objectives of internal accounting control. For the purpose of these reports, the "system" is the internal control structure policies and procedures of the Brazoria County Tax Office, which includes the control environment, the accounting system, and the control procedures. These reports shall be in accordance with <u>Statement of Auditing Standards No. 44</u>, "Special-Purpose Reports on Internal Accounting Control at Service Organizations," as issued by the American Institute of Certified Public Accountants.

#### IX.

It is acknowledged and agreed that the City has and retains the exclusive authority to determine who represents the City to enforce the collection of delinquent taxes, as provided at Property Tax Code 6.30(b). The County Tax Assessor-Collector shall cooperate with delinquent tax collection attorney(s) so designated, and shall have the authority to pay said attorney(s) the fees or commissions agreed upon between the City and the attorney(s) out of the proceeds received from collection of delinquent tax accounts worked by the attorney(s). The County Tax Assessor-Collector shall have sole authority to enter into agreements for the payment of delinquent taxes by installment as provided at Property Tax Code 33.02.

Х.

At its own cost, the City may require the County Tax Assessor-Collector to give separate bond conditioned on the faithful performance of his duties on behalf of the City; such bond to be made payable to, approved by and paid for by the City Council of the City of Sweeny. The City Council may prescribe additional requirements for the bond. The City shall pay the premium for the bond from its general fund.

XI.

This agreement is intended to be in furtherance of and subject to the provisions of Chapter 6 of the Property Tax Code of the State of Texas, the Tax Code generally, and all other Statutory or regulatory authority governing the activities and relationship of the County Tax Assessor-Collector and the City of Sweeny, and if there be any conflict the rule of law shall prevail over any contrary provision This agreement shall be effective October 1, 1993, and shall remain in full force and effect through September 30, 1994, and shall automatically renew annually thereafter. Either party may terminate the agreement by giving six (6) months notice. The City of Sweeny and the County Tax Assessor-Collector respectfully request the Commissioners Court of Brazoria County to approve this agreement respecting the assessment and collection of city taxes for the City of Sweeny.

CITY OF SWEENY CITY COUNCIL BY: Exa Mae Keller, City Administrator Larry Piper, Mayor City of Sweeny City of Sweeny Ray/M./Cornett CTAV **RPA** Tax Assessor-Collector Brazoria County, Texas PPROVED BY ACTION OF COMMISSIONERS COURT this 13 day of <u>Itember</u>, 1993.

nes W. Phillips, County Judge

Brazorla County, Texas



# **CITY OF SWEENY**

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

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

## **Personal Information:**

Name:	John Rambo
Mailing Address:	
Physical Address:	
Email(s):	Jarambo@sweenytx.gov
Phone(s):	

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

I would like to discuss and take possible act ditch cleaning or culvert clearing is planned.	ion on what our next area of
Signature:	Date: 4/11/2024

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

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

- May agenda - perch - spoke w/kanbo wants upda 4/11/24



# **CITY OF SWEENY**

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

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

#### **Personal Information:**

Name:	TIM PETTIGREN		
Mailing Address:			
Physical Address:		4	
Email(s):			
Phone(s):			

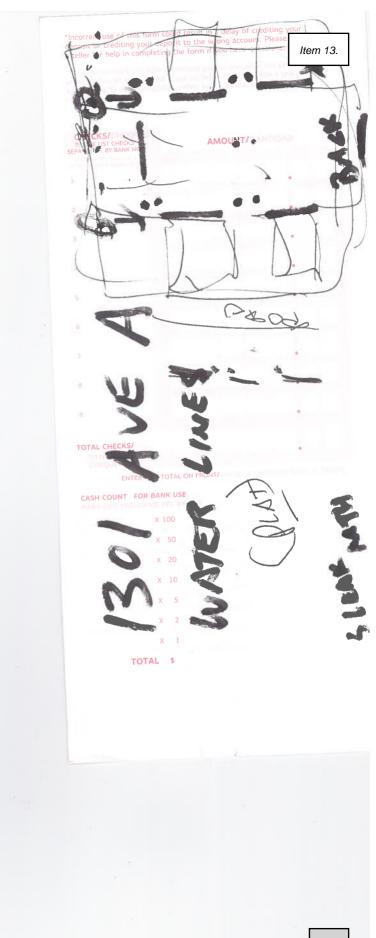
Please include specific details of the item you wish to be placed on the agenda.

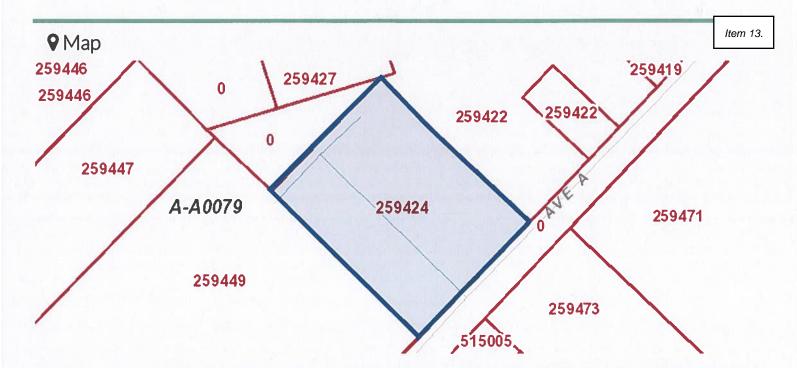
City WATER LINES - 1301 AVE. A	
	- 3
Signature	Date: 3/19/20 24

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

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

Rec 3/19/04 11:38AM





Property Details						
Account						
Property ID:	259424	Geographic ID: 8089-0203-000				
Туре:	Real	<b>Zoning:</b> 11/20/2018 CH				
Property Use:						
Location						
Situs Address:	1301 AVE A CR 372 S	WEENY, TX 77480				
Map ID:	Mapsco: COMMSSW					
Legal Description:	S/D TRS A-B-D-E-H (A	A0079 I KEEP) BLK C LOT 40 ACRES 2.425				
Abstract/Subdivision:	S8089 - S/D TRS A-B-D-E-H (A0079 I KEEP)					
Neighborhood:	COMM.MH					
Owner						
Owner ID:	1216002					
Name:	JONES ERIC & DAKO	DTA SCHMIDT				
Agent:						
Mailing Address:	507 BAYOU DR RICHMOND, TX 7746	9-5002				
% Ownership:	100.0%					
Exemptions:	For privacy reasons n	ot all exemptions are shown online.				

Property Values	Item 13
Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$86,070 (+)
Land Homesite Value:	\$0 (+)
Land Non-Homesite Value:	\$135,300 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$221,370 (=)
Agricultural Value Loss: 🛛	\$0 (-)
Appraised Value:	\$221,370 (=)
Homestead Cap Loss: 😧	\$0 (-)
Assessed Value:	\$221,370
Ag Use Value:	\$0

Information relating to 2024 should be considered a "work in progress". Prior year data is informational only and does not necessarily replicate the values certified to the tax office.

Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Item 13.

# Property Taxing Jurisdiction

## **Owner: JONES ERIC & DAKOTA SCHMIDT %Ownership: 100.0%**

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
CAD	BRAZORIA COUNTY APPRAISAL DISTRICT	0.000000	\$221,370	\$221,370	\$0.00	
CSW	CITY OF SWEENY	0.607158	\$221,370	\$221,370	\$1,344.07	
DR9	WEST BRAZORIA COUNTY DRAINAGE DISTRICT #11	0.014690	\$221,370	\$221,370	\$32.52	
EM2	BRAZORIA COUNTY EMERGENCY DISTRICT #2	0.074923	\$221,370	\$221,370	\$165.86	
GBC	BRAZORIA COUNTY	0.270664	\$221,370	\$221,370	\$599.17	
HSW	SWEENY HOSPITAL DISTRICT	0.387962	\$221,370	\$221,370	\$858.83	
NAV	PORT FREEPORT	0.016007	\$221,370	\$221,370	\$35.43	
RDB	ROAD & BRIDGE FUND	0.043284	\$221,370	\$221,370	\$95.82	
SSW	SWEENY INDEPENDENT SCHOOL DISTRICT	0.873100	\$221,370	\$221,370	\$1,932.78	

**Total Tax Rate: 2.287788** 

Estimated Taxes With Exemptions: \$5,064.48

Estimated Taxes Without Exemptions: \$5,064.48

# Property Improvement - Building

Description: 11 SPACES Type: Commercial State Code: F1 Living Area: 0.00sqft Value: \$0

Туре	Description	Class CD	Year Built	SQFT
МНРК	MOBILE HOME PARK	L	1975	9.00
MHPK	MOBILE HOME PARK	L	2016	2.00

**Description:** DETACHED CPY **Type:** Commercial **State Code:** F1 **Living Area:** 0.00sqft **Value:** \$0

Туре	Description	Class CD	Year Built	SQFT
YCP5	CANOPY ONLY	С	2020	324.00

**Description:** DETACHED CPY/WD **Type:** Commercial **State Code:** F1 **Living Area:** 0.00sqf *Item* 13. **Value:** \$0

Туре	Description	Class CD	Year Built	SQFT
YCP6	CANOPY ROOF/SLAB	С	2020	144.00

# Property Land

Туре	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
A1	FRONT ACREAGE	1.9250	83,853.00	0.00	0.00	\$0	\$0
S1	PRIMARY SITE	0.5000	21,780.00	0.00	0.00	\$0	\$0

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2024	\$86,070	\$135,300	\$0	\$221,370	\$0	\$221,370
2023	\$80,770	\$135,300	\$0	\$216,070	\$0	\$216,070
2022	\$51,520	\$61,970	\$0	\$113,490	\$0	\$113,490
2021	\$51,840	\$61,970	\$0	\$113,810	\$0	\$113,810
2020	\$50,380	\$61,970	\$0	\$112,350	\$0	\$112,350
2019	\$36,970	\$49,590	\$0	\$86,560	\$0	\$86,56
2018	\$55,840	\$38,700	\$0	\$94,540	\$0	\$94,54
2017	\$55,840	\$38,700	\$0	\$94,540	\$0	\$94,540
2016	\$32,600	\$38,700	\$0	\$71,300	\$0	\$71,30
2015	\$32,340	\$38,700	\$0	\$71,040	\$0	\$71,04
2014	\$35,760	\$35,650	\$0	\$71,410	\$0	\$71,41

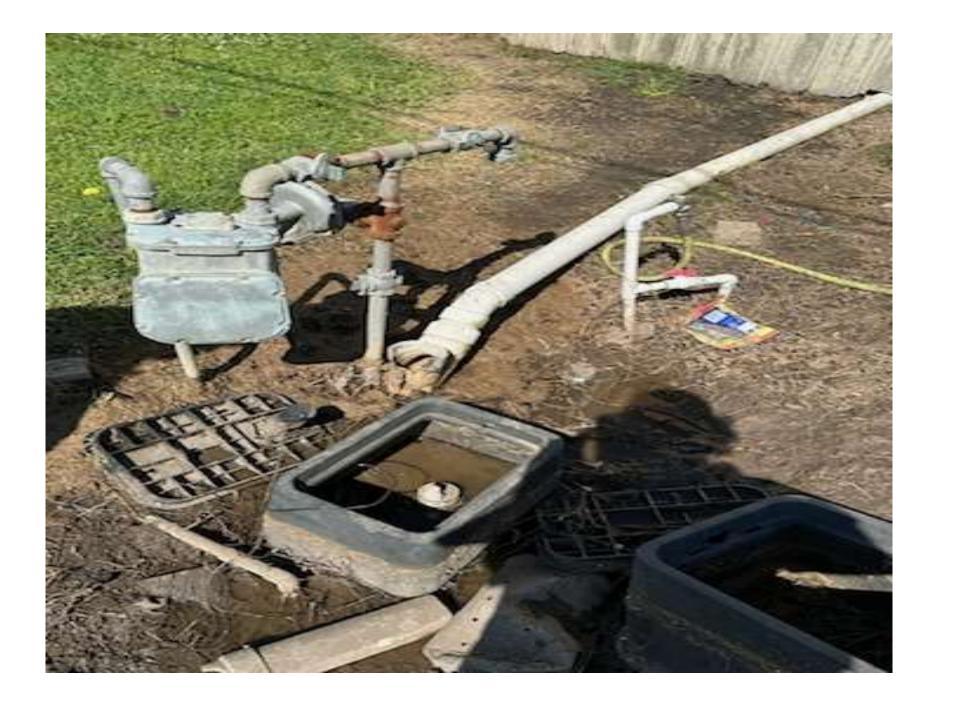
# Property Deed History

Deed Date	Туре	Description	Grantor	Grantee	Volume	Page	Number
10/14/2022	WD	WARRANTY DEED	SLOUGH GERRY DUANE	JONES ERIC & DAKOTA SCHMIDT	2022	058686	
2/25/1997	DV	DEED RETAINING VENDORS LIEN	SEWELL GEORGE W	SLOUGH GERRY DUANE	97	006761	0
11/14/1994	CS	CONTRACT OF SALE	HOOD KEN	SEWELL GEORGE W	94	041501	0





118







121





123



# AGENDA MEMO

Business of the City Council City of Sweeny, Texas

Meeting Date	05/21/2024	Agenda Items			
Approved by City Manager		Presenter(s)	Kaydi Smith		
Reviewed by City Attorney		Department	City Secretary; Ordinances		
Subject	Discussion and possible action to amend Chapter 115, Mobile Food Establishments, of the City's Code of Ordinances; §115.01(A)				
Council Strategic Goals	Vibrant Economy- Strengthen the City's Code of Ordinances				
Attachments / Supporting documents	Ordinance 24-102 (amendment per 04/23/2024); Chapter 115 (full)				
	Expenditure Required:		Approx. \$150.00-200.00		
Financial	Amount Budgeted: Account Number:		\$3,000.00 50-20-6717		
Information	Amount Remaining in Account		As of 05/01/24; \$2,002.35		
	Additional Account Number:				

## **Executive Summary**

At the Special meeting on April 23, 2024, Council voted to remove the vehicle age requirement for mobile units.

Amendment prepared, Ordinance 24-102 (attached), will remove Section 115.01 (A), "Any mobile units, as defined under Tex. Health and Safety Code Chapter 437, making application to register and sell within the Sweeny city limits may not be more than five years old."

Amendment has been drawn up by the City Attorney, amending the ordinance, and must be approved before final amendments can be reflected, updating the Code.

## **Recommended Action**

To approve Ordinance 24-102, amending Chapter 115 of the city's code of ordinances, entitled Mobile Food Establishments.

#### ORDINANCE NO. <u>24-102</u>

AN ORDINANCE OF THE CITY OF SWEENY, TEXAS, AMENDING CHAPTER 115 OF THE CODE OF ORDINANCES OF THE CITY OF SWEENY ENTITLED MOBILE FOOD ESTABLISHMENTS; AMENDING SECTION 115.01 ENTITLED PERMIT REQUIREMENTS TO REMOVE THE REQUIREMENT THAT MOBILE FOOD UNITS MAKING APPLICATION FOR A PERMIT MAY NOT BE MORE THAN FIVE YEARS OLD; PROVIDING A SAVINGS CLAUSE: PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES TO THE EXTENT OF CONFLICT ONLY; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE AT THE DATE OF ITS PASSAGE.

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

Section 1:

Section 115.01 of the Code of Ordinances of the City of Sweeny, Texas, which

provides for permit requirements for mobile food establishment is hereby amended as

follows:

### "Section 115.01 PERMIT REQUIREMENTS

No person shall operate a mobile food establishment, whether temporary or

permanent, without first obtaining a permit issued by the City. The fee for this

permit shall be established by the permanently adopted fee schedule of the City.

The following regulations shall apply to all permits granted under this section.

(A) Removed and repealed

- (B) All permits shall be issued on an annual basis and shall expire and/or renew upon the first day of each calendar year.
- (C) Prior to issuing the permit, the City shall inspect the proposed food establishment to determine that is complies with state laws and regulations.

- (D) The regulating authority shall suspend the permit if violations of the Texas Health and Safety Code Chapter 437 and/or Texas Administrative Code, Title 25, Section 229.161 are found; and/or if the violation creates and immediate threat to the health and safety of the public.
- (E) The food vendor permit shall be displayed on the mobile food unit at all times."

Section 2:

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

Section 3:

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

Section 4: This ordinance shall be effective from and after the date of its passage. PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_\_, 2024.

DUSTY HOPKINS, Mayor

ATTEST:

KAYDI SMITH, City Secretary

\_\_\_\_\_

Item 14

- 115.01 Permit requirements
- 115.02 Temporary food establishments
- 115.03 Permanent food establishments
- 115.04 Food permit fees
- 115.99 Penalty

#### § 115.01 PERMIT REQUIREMENTS.

No person shall operate a mobile food establishment, whether temporary, permanent, without first obtaining a permit issued by the city. The fee for this permit shall be established by the permanently adopted fee schedule of the city. The following regulations shall apply to all permits granted under this section.

(A) Any mobile units, as defined under Tex. Health and Safety Code Chapter 437, making application to register and sell within the Sweeny city limits may not be more than five years old.

(B) All permits shall be issued on an annual basis and shall expire and/or renew upon the first day of each calendar year.

(C) Prior to issuing the permit, the city shall inspect the proposed food establishment to determine that it complies with state laws and regulations.

(D) The regulating authority shall suspend the license if violations of the Tex. Health and Safety Code Chapter 437 and/or Tex. Admin. Code, Title 25, § 229.161 are found; and/or if the violation creates an immediate threat to the health and safety of the public.

(E) The food vendor permit shall be displayed on the mobile food unit at all times.

(Ord. 107-20, passed 12-15-20)

#### § 115.02 TEMPORARY FOOD ESTABLISHMENTS.

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

**TEMPORARY FOOD ESTABLISHMENT.** A food establishment that operates for a temporary period of time which has a fee specified on the city's master fee schedule, and not the annual fee specified in § 115.01, which is payable prior to operating the temporary food establishment. Fees are not prorated, are non-refundable and subject to change. All fees are established by City Council.

(B) A temporary food establishment must obtain a temporary permit prior to setting up. An application for a temporary food establishment must be submitted seven days prior to the designated time for the permitted use. Types of temporary food establishment permits are:

(1) Twenty-four-hour temporary mobile food establishment: 24 hour permit only. A food establishment that operates for a period of no more than 24 hours at one time and which has a day rate fee.

(2) Push cart/roadside vendor only: annual permit. Sno-cone trucks/vendors, ice cream trucks/vendors. If push carts or roadside vendors are parking/establishing business at a location for any amount of time, division (F) will apply.

(C) A permitted unit must be readily moveable as stated under the Texas food establishment rules as adopted and amended under Texas Health and Safety Code Chapter 437. A mobile food establishment means an operator of a vehicle mounted, self or otherwise propelled, self-contained food service operation designed to be readily moveable (including but not limited to catering trucks, trailers, push carts and roadside vendors) and used to store, prepare, display, serve or sell food that requires temperature control.

(D) No city utilities will be available.

(E) A temporary food establishment is only allowed to establish operations within a commercial, industrial or institutionally zoned area. The City Manager or his or her designee has the discretion to determine all permitted locations.

(F) Permission from the property owner of a specified location is required in a signed written statement which is to be presented at the time of the application with dates of usage specified. Any time the location is subject to change, a new permit must be issued with the new location's letter of property owner's written statement.

(G) Any application for a temporary food establishment must include a Brazoria County Environmental Health Department permit.

### § 115.03 PERMANENT FOOD ESTABLISHMENTS.

(A) Food trucks and/or trailers are an operation that stores, prepares, packages, serves, or otherwise provides food for human consumption such as: a food service; an operation that is conducted in a permanent facility or location where consumption is on or off the premises; and regardless of whether there is a charge for the food and as further defined under Tex. Admin. Code Title 25, § 229.371(6). Prior to operating as a permanent food truck or food trailer as provided above, all owners or operator shall:

(1) Obtain a permit prior to setup to include the generalized annual registration fee due at the beginning of each calendar year. The City of Sweeny does not pro-rate registrations and all fees are nonrefundable;

(2) Be located in a commercially zoned area and property must be owned by the food establishment applicant and owner;

(3) Provide sales tax ID naming the City of Sweeny as the origin of sale; and

(4) Be connected to the City of Sweeny water and sewer system in a manner that complies with the current codes of the City of Sweeny and setup required utility account.

(B) All food establishments must adhere to the adopted International Fire Code, adopted National Fire Protection Association, the adopted International Building Code, city ordinances for connection of utilities, Texas Health and Safety Code, Texas Administrative Code, Texas Water Code, Texas Department of State Health Services, and the Brazoria County Health Department. Applications shall be obtained and submitted to the Building Department for possible permit issuance adhering to the above codes and are also to include the following, but not limited to:

(1) Backflow preventers shall be installed prior to water connection as stated in §151.07 and the International Building Code.

(2) Grease traps shall be installed prior to sewer connection if any frying is permitted by the Fire Marshal.

(3) Food establishment must remove wheels and be tied down in accordance with the current city codes.

(4) Food establishment shall be fully skirted.

(5) Commercial compliance of ADA restrooms and hand washing station; including plans as stated in the IBC, or a property form filled out by neighboring business within 200 feet allowing permission of restrooms to be used by establishments employees and customers.

(6) The minimum acceptable surfacing for the unit's pad and parking shall consist of a minimum of eight inches compacted sand-stabilized shell limestone, or lime-stabilized crushed aggregate base meeting State Department of Highways specifications or a minimum of six inches reinforced concrete pavement (3,000 P.S.I.) reinforced concrete (§ 152.51(B)(I)) and shall be accessible to Fire Department apparatus and capable of supporting the imposed load of fire apparatus (International Fire Code, Appendix D).

(7) Permanent locations must include a minimum of five parking spaces. Each space must be a minimum of nine feet by 18 feet, as determined in the Zoning Ordinance under § 10-162(24).

(C) All permanent mobile food establishments must submit Brazoria County health inspection report approval and City of Sweeny Fire Marshal inspection report approval upon application submittal.

(Ord. 107-20, passed 12-15-20)

#### § 115.04 FOOD PERMIT FEES.

(A) Temporary and permanent mobile food establishments seeking a permit under the provisions of the mobile food establishment sections as provided herein shall pay an application fee as set in the city's master fee schedule. The fee shall be paid by the person desiring the permit and is payable at the time of the application.

(B) The city, at its sole discretion, may waive fees for any city sponsored event with the request for waiver being received by the city at least 60 days prior to the event. All temporary food establishment requirements must be met per the city ordinance in order for any fees to be waived.

(Ord. 107-20, passed 12-15-20; Am. Ord. 23-109, passed 10-24-23)

#### § 115.99 PENALTY.

Any person who violates any provision of this chapter shall be deemed guilty of a misdemeanor upon conviction and in accordance with Tex. Loc. Gov't Code § 54.001. Each day shall constitute a separate offense.

(Ord. 107-20, passed 12-15-20)



# AGENDA MEMO

Business of the City Council City of Sweeny, Texas

Meeting Date	05/21/2024	Agenda Items			
Approved by City Manager		Presenter(s)	Kaydi Smith		
Reviewed by City Attorney		Department	Council		
Subject	Discussion and possible action on the selection of Mayor Pro Tem.				
Council Strategic Goals	Government Sustainability				
Attachments / Supporting documents					
Financial Information	Expenditure Required: Amount Budgeted: Account Number: Additional Appropriation Required: Additional Account Number:		N/A N/A		

### **Executive Summary**

Voting cards will be placed at each Council members location upon the start of the meeting. You will make your selection during the agenda item and pass your cards for tabulations to determine the new Mayor Pro Tem.

The mayor pro tempore is a member of the council who performs the mayor's duties during the mayor's incapacity or absence. The mayor pro tem is selected by majority vote of the council from among its own membership. The mayor pro tem's term is one year. The mayor pro tem retains the right to vote on all matters before the council while performing the duties of the mayor (Local Government Code Sections 22.037 and 23.027)

Sec. 22.037. MAYOR AS PRESIDING OFFICER; PRESIDENT PRO TEMPORE. (a) The mayor shall preside at all meetings of the governing body of the municipality and, except in elections, may vote only if there is a tie.

(b) At each new governing body's first meeting or as soon as practicable, the governing body shall elect one alderman to serve as president pro tempore for a term of one year.

(c) If the mayor fails, is unable, or refuses to act, the president pro tempore shall perform the mayor's duties and is entitled to receive the fees and compensation prescribed for the mayor.

(d) If the mayor and the president pro tempore are absent, any alderman may be appointed to preside at the meeting.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

**Recommended Action** 

Item 15.