



CITY COUNCIL MEETING REGULAR SESSION

Tuesday, August 15, 2023 at 5:00 PM

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

AGENDA

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

EXECUTIVE SESSION IN ACCORDANCE WITH THE TEXAS GOVERNMENT CODE SECTION 551

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

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

OPEN SESSION

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

BUDGET WORKSHOP

2. Discussion and Possible Action on the Fiscal Year 2023-2024 Budget Presentation and Discussion on the Tax Rate Adoption for FY24
3. Discussion/ Possible Action to Determine a Date for the Public Hearing and Adoption of the FY 23/24 Tax Rate

CITIZENS WISHING TO ADDRESS CITY COUNCIL

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

CONSENT AGENDA

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

- [4.](#) Proclamation: September 11, 2023- Patriot Day
- [5.](#) Minutes: Special Session, August 01, 2023

REGULAR AGENDA

- [6.](#) Discussion/ Possible Action on Agenda Request for Usage of the Chick Anderson/Gazebo Park; Dr. Leal
- [7.](#) Discussion/ Possible Action on a Variance Request Received; 610 Walnut
- [8.](#) Discussion/ Possible Action on Update to Inframark
- [9.](#) Discussion/ Possible Action on Water System Solution Presentation and Comprehensive Utilities Master Plan Estimate by City Engineer
- [10.](#) Discussion/ Possible Action on a Budget Amendment to the FY 2022/2023 Budget; Auto Flushers
- [11.](#) Discussion/ Possible Action to Award and Select a Debris Removal and Emergency Services Contractor
- [12.](#) Discussion/ Possible Action to Award and Select a Debris Monitoring Services Contractor and Establishing a Contract Term
- [13.](#) Discussion/ Possible Action to Award and Select a Disaster Recovery Grant Management and Administration Services Contractor
- [14.](#) Discussion/ Possible Action to Approve a Resolution Designating an Official Newspaper
- [15.](#) Discussion/ Possible Action to Adopt a Resolution Adopting Guidelines and Criteria for Granting Tax Abatements
- [16.](#) Discussion/Possible Action on Amending the Mobile Food Establishments Ordinance; Chapter 112
- [17.](#) Discussion/ Possible Action to Amend the Peddlers and Solicitors Ordinance; Chapter 110
- [18.](#) Discussion/ Possible Action to Establish a Charter Review Committee
- [19.](#) Discussion/ Possible Action to Contractual Lease Agreement Updates; 111 W 3rd Street, City Owned Property
- [20.](#) Discussion/ Possible Action on Variance Requested for Proposed Replat of 111 W 3rd Street

[21.](#) Discussion/ Possible Action on the Crime Control and Prevention District's Proposed FY23/24 Budget and Proposed FY24/25 Two Year Budget Plan

[22.](#) Discussion/ Possible Action to Appoint a Member to the Crime Control and Prevention District (CCPD)

ITEMS OF COMMUNITY INTEREST

ADJOURN REGULAR SESSION

I certify that the notice and agenda of items to be considered by the Sweeny City Council on **August 15, 2023** was posted on the City Hall bulletin board on the 11th day of August, 2023, at approximately 5 p.m.

Kaydi Smith – City Secretary

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

Kaydi Smith- City Secretary



AGENDA MEMO

Business of the City Council

City of Sweeny, Texas

Meeting Date	08.15.2023	Agenda Item	
Approved by City Manager	Yes	Presenter(s)	Lindsay Koskiniemi, City Manager Sweeny Leadership Team
Reviewed by City Attorney	No	Department	Budget & Finance
Subject	Discussion and possible action on the Fiscal Year 2023-2024 Budget presentation and discussion on the tax rate adoption for FY24		
Attachments	Proposed budget		
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

The budget was first reviewed by City Council as presented on 08/01/2023. Department 20 was reviewed and the purpose of this budget workshop is to review additional departments to complete the review of the General Fund. If time allows, the Enterprise Fund may also be reviewed at this meeting. Regardless, the City must set a hearing on the tax rate, which will be reviewed in the subsequent agenda item.

The preliminary Fiscal Year 2023-2024 budget draft was presented to City Council on July 11, 2023, at which time, the members of City Council were able to offer comments on the presented anticipated revenues and costs in the General and Enterprise Funds. The preliminary FY24 budget has since been adjusted according to Council member feedback.

During the budget adoption process last year for Fiscal Year 2022-2023, we found that the ad valorem tax rate was among the highest of the municipalities within Brazoria County. The City Manager provided guidance on adopting lower tax rate percentages in a fiscally responsible manner that would not reduce services but also lower the property tax percentage gradually.

The adopted tax rate for FY22 was \$0.747062 per \$100 of valuation. The FY23 adopted property tax rate is \$0.730954, and with recent property valuation increases throughout Brazoria County this year, city staff made a recommendation to City Council to adopt a *local homestead exemption* tax rate. Sweeny has never offered a local homestead exemption (LHE) in the past, and City Council adopted a 10% LHE rate. The maximum LHE adoption is 20%.

On July 28, 2023, staff received the 2023 Certified Estimate of Taxable Value for the City of Sweeny net of protests estimated at a total valuation of \$229,618,118. The budget for FY24 has been drafted utilizing a total tax rate that includes Maintenance & Operations (M&O) and Interest & Sinking (I&S – deb service) of a total percentage rate of \$0.70 with M&O and I&S broken out respectively as \$0.62 and \$0.080. This is \$0.03094 per \$100 less in valuation than last fiscal year. These rates are subject to change with any changes made to this budget presentation or changes in required interest and sinking rate to meet debt obligations. Brazoria County will provide a recommended percentage for the debt rate, at which time, city staff will reconcile against the proposed budget and make any needed adjustments.

This budget is presented with very few new requests. Several items were removed from the preliminary budget presentation. There are two main operational funds: the General Fund where all city maintenance and operational costs are budgeted against main revenue earners: ad valorem tax revenue, sales tax, and other revenue sources such as investment interest income and



AGENDA MEMO

Business of the City Council

City of Sweeny, Texas

franchise fees; and the Enterprise Fund – a business type fund dependent on the sale of utility services including water, wastewater, and natural gas service. This fund supports the maintenance and operation of the utility systems.

Enterprise Fund – in the business-type activity fund, staff has proposed the following increases:

- 4% raise (same for all employees)
- \$4,000 field tablets for utility readings.
- 3 Auto flushers at \$3800 each for assistance with flushing dead end water service lines (\$11,400).
- Substantial increase in the Enterprise Fund for the purpose of Named Storm coverage, liability insurance, and windstorm coverage.
- No Inframark contract included.
- 1 leased vehicle through the proposed Enterprise Vehicle Lease Agreement. The plan is to add a vehicle each year until fleet in PW is replaced.

The General Fund

The GF has been reduced to only the most critical expenditures. At the same time, with the hikes in appraisal values, staff has been able to comfortably offer a property tax rate of \$0.700 which includes operational costs and debts payable in FY24 with a reduction of nearly \$0.31/\$100 on the proposed property tax rate, which could change. In addition to achieving a more competitive tax rate, the City Council adopted a 10% local homestead rate exemption in Year One of its adoption. Many staff members perform operational duties related to General (GF) and Enterprise Fund (EF) activities, therefore most full time equivalent (FTE) employees are paid from both GF and EF. This budget proposes a 4% raise to all staff members for a cost-of-living adjustment.

The Sweeny Police Department proposes one new FTE patrol officer for safety reasons. Approval of a new FTE patrol officer position would help increase safeness for the community served and the officers. A current challenge Sweeny PD faces is only being staffed for one FTE at night. Currently, Sweeny has no holding cells so when a nighttime officer makes an arrest, they book the prisoner at the County Jail, leaving less coverage over the city. For these reasons, the PD is requested one additional officer.

Finally, the GF took on an additional note of \$2.5 million to meet the funding match requirements of the most recent Call for Transportation Alternative Projects for the installation of a 10' wide shared use walking path along N. Hackberry and a 4' sidewalk along Ashley Wilson Road starting at N. Hackberry and terminating at N. Elm to provide a safe route for pedestrians. The installation of these paths would complete a walking path around both the high school and middle school campuses. This project is reimbursable at 20%, meaning the City pays for the project costs up front and is reimbursed 80% of costs as the project is completed. If this project is not selected for funding by TXDOT, the plan is to repay the loan. This budget proposes using \$283,000 from the Sidewalk Fund, \$60,000 from Interest Earned from Sidewalk Fund Investment, and \$56,000 from Infrastructure Donations Investment Fund to offset the impact to the General Fund.

This year, cities all throughout the Texas Coast saw a dramatic increase in Named Storm coverage liability insurance. Our insurance through TWIA cannot be eliminated or cancelled because it covers the City's water towers. Other insurance rate increases this year included Worker's Compensation of approximately 16% and property insurance by nearly \$16,000 although the scope of coverage decreased.



AGENDA MEMO

Business of the City Council

City of Sweeny, Texas

Overall, the FY24 budget presented to City Council addresses only the most critical needs. Not all requested items could be accommodated in this budget, but the budget is balanced in both the General Fund and the Enterprise Fund. The recommendation from staff remains to transfer investment pool interest earnings to a Capital Improvements Fund to save toward funding needed projects.

*Line-by-line working papers will be provided at the meeting, as several personnel costs are summed in the budget presentation document.

*Columns in the presented budget will be filled in at fiscal year-end with all budget amendments and year totals.

Recommended Action

- Review and comment on proposed budget.



PROPOSED BUDGET FY2024

For the Fiscal Year Ending September 30, 2024

City of Sweeny

Fiscal Year (FY) 2023 - 2024
Budget Cover Page
Budget Adopted **September 07, 2022**

This budget will raise more revenue from property taxes than last year's budget by an amount of \$_____, which is a _____% increase from last year's budget. The property tax

revenue to be raised from new property added to the tax roll
 this year is \$ _____ (PROVIDED BY BCAD)

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

FOR:
 Mark Morgan Jr.
 Reese Cook
 Brian Brooks
 John Rambo
 Tim Pettigrew

AGAINST:

PRESENT and not voting:
 Dusty Hopkins - Mayor

ABSENT:

Property Tax Rate Comparison

	2022-2023	2023-2024	
Property Tax Rate:	0.730954 / 100	0.700 / 100	This includes Maintenance & Operations + Debt rates PROPOSED M&O Rate: \$0.6200 Debt Rate: \$0.08
No-New Revenue Tax Rate:	0.652198 / 100	0.652198 / 100	
No-New Revenue M&O Tax Rate:	0.599684 / 100	0.599684 / 100	
Voter-Approval Tax Rate:	0.678441 / 100	0.678441 / 100	
De Minimis Rate:	0.910524 / 100	0.910524 / 100	
Debt Rate:	0.052514 / 100	0.052514 / 100	

DEBT SERVICE EXPENDITURES						
Fund Code	Func. Code	Acct Code	Description	FY 2023 Adopted	FY 2023 Amend.	FY 2024 PROPOSED
6500 DEBT SERVICE						
		6538	Certificate of Obligation 2011 (Principal)	\$ 72,000.00		79,994
		6539	Certificate of Obligation 2011 (Interest)	\$ 13,047.50		4,994
		6540	Certificate of Obligation 2012 (Principal)	\$ 70,000.00		85,989
		6541	Certificate of Obligation 2012 (Interest)	\$ 28,393.50		12,989
		6442	Certificate of Obligation 2017 (Principal)	\$ 50,000.00		91,500
		6543	Certificate of Obligation 2017 (Interest)	\$ 74,000.00		35,400
		6544	Certificate of Obligation 2019 (Principal)	\$ 160,000.00		232,125
		6545	Certificate of Obligation 2019 (Interest)	\$ 139,050.00		67,125
		6546	Limited Tax Note, Serices 2023 (Principal)			58,843
		6547	Limited Tax Note, Serices 2023 (Interest)			375,171
		TOTAL		\$ 606,491.00		1,044,130
FUNCTION 40 EXPENDITURES - SPECIAL PROJECTS						
Fund Code	Func. Code	Acct Code	Description	FY 2023 Adopted	FY 2023 Amend.	FY 2024 PROPOSED
6600 CAPITAL OUTLAY						
50	40	6651	Smart Meters (Principal)	\$ 34,557.73		35,646
50	40	6652	Smart Meters (Interest)	\$ 8,379.09		7,291
		TOTAL		\$ 42,936.82		42,937

TOTAL DEBT SERVICE / LOAN EXPENDITURES \$ 649,427.82 1,087,067

DEBT SERVICE FUND REVENUE

Fund Code	Func Code	Acct Code	Description	FY 2023 Adopted	FY 2023 Amend.	FY 2024 PROPOSED
		5700	TRANSFERS FROM OTHER FUNDS			
			Transfer from General	\$ 148,804.36		141,507
	5750		Transfer from Enterprise	\$ 500,623.46		546,560
			Transfer from Sidewalk Fund	\$ -		283,000
			Transfer from Interest Earnings on Sidewalk Fund TexPool	\$ -		60,000
			Transfer from Infrastructure Donations Fund	\$ -		56,000
			TOTAL	\$ 649,427.82		1,087,067
			TOTAL DEBT SERVICE / LOAN REVENUE	\$ 649,427.82		1,087,067
			GRAND TOTAL DEBT SERVICE / LOAN EXPENSE	\$ 649,427.82		1,087,067
			VARIANCE TOTAL DEBT SERVICE REVENUE / EXPENSE	\$ -		0

ENTERPRISE FUND -- FUNCTION 00 REVENUE

Fund Code	Func Code	Acct Code	Description	FY 2023 Adopted	FY23 ACTUAL	FY 2023 Amend.	FY 2024 PROPOSED
40	00	5400	CHARGES FOR SERVICES				
40	00	5450	Turn on / Reconnect Fee [CONNECTION FEES]	\$ 11,000.00			12,000
40	00	5460	Penalty - Late Payment	\$ 32,300.00			32,000
40	00	5470	Charged off Accounts Collected	\$ 720.00			300
			TOTAL	\$ 44,020.00			44,300
		5600	OTHER REVENUES				
40	00	5610	Interest Earning on Investments	\$ -			74,172
			Proceeds from Sale of Equipment & Miscellaneous				4,700
			TOTAL	\$ -			78,872
		5800	CHARGES FOR WATER AND SEWER				
40	00	5810	Water Sales	\$ 704,000.00			720,000
40	00	5816	Infrastructure Donations	\$ -			1,771
40	00	5820	Water Taps	\$ 800.00			400
40	00	5830	Sewer Sales	\$ 602,500.00			620,000
40	00	5840	Sewer Taps	\$ 1,200.00			400
			TOTAL	\$ 1,308,500.00			1,342,571
		5900	CHARGES FOR GAS SERVICES				
40	00	5910	Gas Sales	\$ 552,738.40			453,910
40	00	5920	Gas Taps	\$ 800.00			400
			TOTAL	\$ 553,538.40			454,310
			TOTAL REVENUE	\$ 1,906,058.40			1,920,053

FUNCTION 11 EXPENDITURES - WATER, SEWER AND GAS

Fund Code	Func Code	Acct Code	Description	FY 2023 Adopted	FY23 Actual	FY 2023 Amend.	FY 2024 PROPOSED
		6100	PERSONNEL SERVICES				
50	11	6111	Administration Salaries	\$ 47,975.00			146,120
50	11	6112	Office Salaries	\$ 107,326.86			56,121
50	11	6113	Wages - Public Works	\$ 237,238.98			222,009
50	11	6125	Overtime	\$ 16,558.32			12,808
50	11	6141	Social Security / FICA	\$ 31,831.97			33,382
50	11	6142	Group Health	\$ 108,687.03			101,060
50	11	6143	Worker's Comp	\$ 9,194.41			8,208
50	11	6144	Retirement	\$ 64,527.35			66,776
50	11	6145	Unemployment	\$ 1,966.50			2,147
50	11	6146	Longevity Pay	\$ 7,005.00			2,835
			Employee Appreciation and Holiday Party	\$ 2,000.00			2,300
			TOTAL	\$ 634,311.42			653,765
		6200	CONTRACTUAL SERVICES				
50	11	6250	Water Samples	\$ 7,000.00			3,000
50	11	6255	Inspection/Permit Fees	\$ 10,050.00			10,000
50	11	6260	Engineer	\$ 2,500.00			3,500
			Consultants				-
50	11	6271	Electricity	\$ 56,400.00			62,040
50	11	6272	Telephone	\$ 5,100.00			5,000
50	11	6277	Computer IT / Backup	\$ 10,000.00			16,000

		TOTAL		\$ 91,050.00		99,540
		6300 SUPPLIES				
50	11	6311 Office and Janitorial Supplies		\$ 3,000.00		2,300
50	11	6312 Postage		\$ 6,000.00		5,000
		Personal Protective Equipment		\$ 1,500.00		1,500
		TOTAL		\$ 10,500.00		8,800
		6500 TRANSFER TO OTHER FUND				
50	11	6540 Transfer to Debt Service Fund		\$ 500,623.46		546,560
		Transfer to Fund Balance		\$ -		-
		TOTAL		\$ 500,623.46		546,560
		6700 OPERATING COSTS				
50	11	6710 Maintenance of Water System		\$ 80,000.00		91,400
50	11	6711 Maintenance of Sewer System		\$ 90,000.00		90,000
50	11	6712 Maintenance of Gas System		\$ 41,000.00		30,000
50	11	6713 Chemicals		\$ 58,000.00		32,000
50	11	6714 Natural Gas Purchase		\$ 264,500.00		200,000
50	11	6715 Gas and Oil		\$ 7,900.00		7,500
50	11	6717 Hydrant Audit / Repair		\$ 10,000.00		-
50	11	6725 Dues, Membership and Periodicals		\$ 3,000.00		3,100
50	11	6730 Vehicle Expense		\$ 6,000.00		13,000
50	11	6750 Public Notices		\$ 1,250.00	\$ 442.90	1,000
50	11	6760 Uniform Expense		\$ 6,300.00		6,500
50	11	6770 Insurance - Fleet, Building, Liability Bond [TML]		\$ 67,000.00		111,368
		TOTAL		\$ 634,950.00		585,868
		6800 OTHER OPERATING COSTS CONTINUED				
50	11	6820 Auditing Expense		\$ 13,250.00		10,000
50	11	6870 Training		\$ 2,500.00		3,500
50	11	6880 Software Annual Fee's (UDS) REPLACING WITH FULL ERP		\$ 5,950.00		6,000
50	11	6890 Miscellaneous		\$ 1,000.00		500
50	11	XXXX City Manager Vehicle Stipend (1/2)		\$ 2,400.00		4,800
50	11	XXXX City Manager Cell Phone Stipend (1/2)		\$ 360.00		720
		TOTAL		\$ 25,460.00		25,520
		GRAND TOTAL FOR ENTERPRISE EXPENSE		\$ 1,896,894.88		1,920,053
		GRAND TOTAL FOR ENTERPRISE REVENUE		\$ 1,906,058.40		1,920,053
		VARIANCE TOTAL ENTERPRISE REVENUE / EXPENSE		\$ 9,163.52		(0)

GENERAL FUND -- FUNCTION 00 REVENUE							
Fund Code	Func. Code	Acct Code	Description	FY 2023 Adopted	FY23 ACTUAL	FY 2023 Amend.	FY 2023 PROPOSED
			5100 TAXES				
40	00	5110	Ad Valorem Taxes	\$ 1,300,388.22			1,409,396
40	00	5111	Penalties and Interest	\$ 26,000.00			25,000
40	00	5121	Texas New Mexico (Franchise)	\$ 63,000.00			60,000
40	00	5123	Windstream Telephone Co (Franchise)	\$ 9,600.00			9,500
40	00	5124	Mid - Gulf Coast Cable (Franchise)	\$ 5,000.00			7,500
40	00	5130	City Sales Tax	\$ 650,000.00			650,000
			Mixed Beverage Sales Tax	\$ -			2,500
40	00	5135	Garbage Franchise Fee	\$ 25,700.00			25,000
			TOTAL	\$ 2,079,688.22			2,188,896
			5200 LICENSES AND PERMITS				
40	00	5220	Building Permits	\$ 7,500.00			13,500
40	00	5230	Plumbing and Gas Permits	\$ 5,675.00			3,000
40	00	5240	Electrical Permits	\$ 5,500.00			3,000
			ROW User Permits	\$ 2,400.00			1,200
40	00	5241	Contractor Registration	\$ 1,000.00			500
40	00	5260	Fire Marshal Inspections	\$ 800.00			300
			TOTAL	\$ 22,875.00			21,500
			5400 CHARGES FOR SERVICES				
40	00	5411	Residential and Commerical Garbage Fees	\$ 390,000.00			420,000
40	00	5412	Garbage Bag Sales	\$ 7,500.00			7,000
40	00	5420	Dog Pound Fees	\$ 600.00			500

		TOTAL	\$ 398,100.00	427,500
		5500 FINES AND FORFEITS		
40	00	5511 Fines (Ticket)	\$ 31,700.00	35,000
40	00	5512 State Fees (Ticket)	\$ 15,000.00	21,600
40	00	5513 Miscellaneous (Ticket)	\$ 5,400.00	11,660
40	00	5516 Time Payment (Ticket)	\$ 1,885.00	1,000
		TOTAL	\$ 53,985.00	69,260
		5600 OTHER REVENUE - RENTS, INTEREST		
40	00	5600 Interest Income from Investment Pools - Logic, TexStar, TexPool, Prime	\$ 40,000.00	96,200
		Bank Account Interest Revenue	\$ 1,100.00	1,180
40	00	5610 Interest Earnings on CD's	\$ 1,000.00	1,500
40	00	5623 Rent Community Center	\$ 9,600.00	7,500
40	00	5630 Returned Checks	\$ 300.00	-
40	00	5631 Rent Chamber of Commerce	\$ 900.00	9,000
40	00	5632 Rent Brazoria County Tax Office	\$ 1,500.00	9,000
40	00	5633 Rent Sweeny Economic Development Committee	\$ 900.00	9,000
40	00	5640 Leins		500
40	00	5645 Plan Review Fees		1,200
40	00	5650 Miscellaneous Revenue	\$ 15,000.00	-
		5661 Sidewalk-Garbage Fee		8,000
		5683 Sale of Assets		2,500
		TOTAL	\$ 70,300.00	145,580
		5700 TRANSFERS FROM OTHER FUNDS		
40	00	5750 Transfer to General - From Enterprise	\$ -	-
40	00	XXXX Transfer to General - From GENERAL FUND BALANCE	\$ -	-
		TOTAL	\$ -	-
		TOTAL REVENUE	\$ 2,624,948.22	2,852,736

FUNCTION 20 - EXPENDITURES GENERAL DEPARTMENT

Fund Code	Func. Code	Acct Code	Description	FY 2022 Adopted	FY23 ACTUAL	FY 2023 Amend.	FY 2023 PROPOSED
		6100	PERSONNEL SERVICES				
50	20	6111	Salary - City Manager	\$ 82,310.06			49,400
50	20	6114	Salary - City Secretary	\$ 65,615.48			28,860
50	20		Salary - Finance Director	\$ -			28,860
			Salary - Public Works Director	\$ -			39,000
			Hourly Wages	\$ -			45,473
50	20	6141	Social Security/FICA	\$ 22,991.28			14,669
50	20	6142	Group Health and Dental Insurance	\$ 74,364.81			30,509
50	20	6143	Worker's Compensation	\$ 6,135.54			1,627
50	20	6144	Retirement	\$ 46,606.17			26,528
50	20	6145	Unemployment Compensation	\$ 1,346.50			891
50	20	6146	Longevity Pay	\$ 6,285.00			1,670
			Employee Appreciation & Holiday Party	\$ 2,750.00			2,300
		TOTAL		\$ 308,404.84			269,787
		6200	CONTRACTUAL SERVICES				
50	20	XXX	Sales Tax Allocation to SEDC (3/8)	\$ 195,000.00			162,484
			Sales Tax Allocation to CCPD (1/8)	\$ -			54,162
50	20	6271	Electricity	\$ 5,500.00			5,000
50	20	6272	Telephone	\$ 14,200.00			15,000
50	20	6273	Xerox Maintenance Contract	\$ 4,200.00			4,560
50	20	6275	Engineer	\$ 5,000.00			6,000
50	20	6820	Auditing Expense	\$ 15,000.00			13,500
50	20	6830	City Attorney	\$ 18,694.50			18,695
50	20	6850	Brazoria County Tax Appraisal Board	\$ 6,900.00			8,800
50	20	6276	Internet/ Cable	\$ 2,100.00			2,520
50	20	6277	Computer IT / Backup	\$ 10,000.00			11,000
50	20	6279	Plumbing Inspections	\$ 4,000.00			4,500
50	20	6280	Keese & Associates - Plan Review	\$ 900.00			1,000
			Consultant Fees	\$ 2,000.00			7,000
		TOTAL		\$ 281,494.50			314,221
		6300	SUPPLIES				
50	20	6311	Office Supplies	\$ 4,500.00			4,500
50	20	6312	Postage	\$ 1,350.00			1,200
50	20	6360	Brazoria County - Tax Collections / Leins	\$ 1,700.00			1,600
		TOTAL		\$ 7,550.00			7,300

		6500 TRANSFER TO OTHER FUND		
50	11	6540 Transfer to Debt Service / Special Projects	\$ 148,804.36	141,507
		TOTAL	\$ 148,804.36	141,507
		6700 OTHER OPERATING COSTS		
50	20	6725 Staff Apparel		500
50	20	6714 City Hall Maintenance	\$ 5,000.00	6,000
50	20	6716 Connect CTY Annual Fee	\$ 1,569.40	1,600
50	20	6717 American Legal Publishing	\$ 2,000.00	3,000
50	20	6718 Fire Extinguisher Audit	\$ 1,300.00	-
50	20	6725 Dues and Membership Fees	\$ 4,000.00	6,000
50	20	6730 Vehicle Expense	\$ 1,500.00	500
50	20	6740 Election Expense	\$ 6,000.00	4,500
50	20	6750 Public Notices, Advertisements	\$ 2,500.00 \$ -	2,500
50	20	6770 Insurance - Fleet, Building, Liability, E & O	\$ 67,000.00	111,368
		TOTAL	\$ 90,869.40	135,968
		6800 OTHER OPERATING COSTS CONTINUED		
50	20	6810 Mayor and Council Expense	\$ 2,500.00	4,300
50	20	6890 Miscellaneous	\$ 1,000.00	1,000
50	20	6895 Drug Testing	\$ 1,500.00	500
50	20	6896 Training	\$ 6,000.00	6,000
50	20	6897 MyGov Software & ERP	\$ 22,270.00	16,500
50	20	6720 Software Annual Fees - Archive Social, ERP	\$ -	15,000
50	20	6898 Records Retention	\$ 900.00	2,200
50	20	6899 Computer Update	\$ 250.00	-
50	20	XXXX Equipment Purchases	\$ 2,500.00	2,500
		Holiday and Event Planning / Decorations	\$ 2,500.00	-
50	20	XXXX City Manager Vehicle Stipend (1/2)	\$ 2,400.00	4,800
50	20	XXXX City Manager Cell Phone Stipend (1/2)	\$ 360.00	720
		TOTAL	\$ 42,180.00	48,000
		TOTAL - EXPENDITURES FUNCTION 20	\$ 879,303.10	916,782

FUNCTION 21 - EXPENDITURES STREET DEPARTMENT

Fund Code	Func. Code	Acct Code	Description	FY 2023 Adopted	FY23 ACTUAL	FY 2023 Amend.	FY 2024 PROPOSED
6100 PERSONNEL SERVICES							
50	21	6113	Wages	\$ 32,930.04			55,930
50	21	6125	Overtime	\$ 1,646.50			3,227
			Personnel Benefits	\$ -			32,752
		TOTAL		\$ 34,576.54			91,908
6200 CONTRACTUAL SERVICES							
50	21	6271	Electricity	\$ 47,500.00			38,000
		TOTAL		\$ 47,500.00			38,000
6400 DEPARTMENT OPERATING COSTS							
50	21	6411	Limestone / Crushed Concrete	\$ 6,000.00			6,000
50	21	6412	Pre Mix Asphalt	\$ 15,500.00			13,250
50	21	6413	Signs / Posts / Barricades	\$ 2,500.00			5,000
50	21	6414	Street Work /Culverts	\$ 16,000.00			17,500
50	21	6417	Flags	\$ 700.00			300
50	21	6418	Tree Trimming	\$ 500.00			500
		TOTAL		\$ 41,200.00			42,550
6700 OTHER OPERATING COSTS							
50	21	6711	Gasoline and Oil	\$ 9,200.00			9,500
50	21	6730	Vehicle and Equipment Expense	\$ 1,800.00			2,000
		TOTAL		\$ 11,000.00			11,500
6800 OTHER OPERATING COSTS CONTINUED							
50	21	6890	Miscellaneous	\$ 1,000.00			500
		TOTAL		\$ 1,000.00			500
		TOTAL EXPENDITURES FUNCTION 21		\$ 135,276.54			184,458

FUNCTION 22 EXPENDITURES DRAINAGE DEPARTMENT

Fund Code	Func. Code	Acct Code	Description	FY 2023 Adopted	FY23 ACTUAL	FY 2023 Amend.	FY 2024 PROPOSED
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		6100 PERSONNEL SERVICES		
50	22	6113	Wages	\$ 20,131.23
50	22	6125	Overtime	\$ 2,013.12
			Personnel Benefits	\$ -
			TOTAL	\$ 22,144.35
		6700 OTHER OPERATING COSTS		
50	22	6730	Vehicle and Equipment Expense	\$ 500.00
		6422	Weed Spray	500
		6891	Drainage Project	2,000
			TOTAL	\$ 500.00
		6800 OTHER OPERATING COSTS CONTINUED		
50	22	6890	Miscellaneous	\$ -
			TOTAL	\$ -
			TOTAL EXPENDITURES FUNCTION 22	\$ 22,644.35

FUNCTION 23 EXPENDITURES GARBAGE DEPARTMENT

Fund Code	Func. Code	Acct Code	Description	FY 2023 Adopted	FY23 ACTUAL	FY 2023 Amend.	FY 2024 PROPOSED
		6200 CONTRACTUAL SERVICES					
50	23	6280	Garbage and Heavy Trash Pick -Up	\$ 375,000.00			384,000
			TOTAL	\$ 375,000.00			384,000
		6400 DEPARTMENT OPERATING COSTS					
50	23	6431	Garbage Bags	\$ 4,500.00			4,800
			TOTAL	\$ 4,500.00			4,800
			TOTAL EXPENDITURES FUNCTION 23	\$ 379,500.00			388,800

FUNCTION 24 - EXPENDITURES POLICE DEPARTMENT

Fund Code	Func. Code	Acct Code	Description - Police, Code Enforcement, Animal Control	FY 2023 Adopted	FY23 ACTUAL	FY 2023 Amend.	FY 2024 PROPOSED
		6100 PERSONNEL SERVICES					
50	24	6121	Police Chief Salary	\$ 70,953.26			73,791
			Police Chief Phone Stipend	\$ -			720
			SGT Wages				55,058
			Office Secretary Wages				40,517
50	24	6123	Officer's Salary / Code Enforcement	\$ 398,552.27			376,585
50	24	6125	Overtime	\$ 33,201.17			27,778
50	24	6141	Social Security/FICA	\$ 37,332.39			49,644
50	24	6142	Group Health and Dental Insurance	\$ 102,996.66			125,848
50	24	6143	Worker's Compensation	\$ 19,538.20			17,084
50	24	6144	Retirement	\$ 75,677.38			99,304
50	24	6145	Unemployment	\$ 1,863.00			2,470
50	24	6146	Longevity Pay	\$ 6,030.00			4,320
50	24	6147	Professional Liability Insurance	\$ 4,594.37			2,227
			TOTAL	\$ 750,738.70			875,347
		6200 CONTRACTUAL SERVICES					
50	24	6271	Electricity	\$ 4,200.00			4,800
50	24	6272	Telephone / MDT	\$ 12,000.00			10,500
50	24	6276	Internet	\$ 2,400.00			3,000
50	24	6277	Computer IT	\$ 8,000.00			8,300
			TOTAL	\$ 26,600.00			26,600
		6300 SUPPLIES					
50	24	6311	Office Supplies	\$ 3,000.00			3,000
50	24	6312	Postage	\$ 600.00			900
50	24	6321	Firing Range Supplies	\$ 2,000.00			2,000
50	24	6322	Investigative Supplies	\$ 1,700.00			1,500
50	24	6325	Evidence Room Supplies	\$ 2,700.00			2,500
			TOTAL	\$ 10,000.00			9,900
		6400 DEPARTMENT OPERATING COSTS					
50	24	6442	Training	\$ 3,700.00			2,500
50	24	6445	Radio Repair/Dispatch Services	\$ 1,800.00			3,600
50	24	6450	Ticket Writers	\$ 700.00			500
		6510	Principal Axiom				9,800
			TOTAL	\$ 6,200.00			16,400
		6600 CAPITAL OUTLAY					

50	24	6614	TASER Fund	\$	5,664.00	-
50	24	6620	Computer Update	\$	2,500.00	2,500
			TOTAL	\$	8,164.00	2,500
			6700 OTHER OPERATING COSTS			
50	24	6711	Gasoline, Oil and Etc	\$	15,000.00	17,000
50	24	6714	Police Station Maintenance	\$	10,000.00	6,500
50	24	6725	Dues, Membership and Periodicals	\$	6,000.00	6,000
50	24	6730	Vehicle Maintenance / Tires	\$	5,000.00	12,500
50	24	6760	Uniform Expense	\$	3,800.00	3,500
50	24	67ZZ	Copier Machine Lease and Supplies	\$	1,800.00	1,800
		6792	K-9 Unit (10/2020)	\$	-	5,000
		6860	Code Enforcement Compliance	\$	-	1,000
			Animal Control Supplies - Dog Food, Pound	\$	1,000.00	2,100
			TOTAL	\$	41,600.00	53,300
			6800 OTHER OPERATING COSTS CONTINUED			
50	24	6865	Public Service Programs	\$	800.00	1,000
50	24	6890	Miscellaneous	\$	2,000.00	1,500
			TOTAL	\$	2,800.00	2,500
			TOTAL EXPENDITURES FUNCTION 24	\$	846,102.70	986,547

FUNCTION 25 - EXPENDITURES FIRE DEPARTMENT

Fund Code	Func. Code	Acct Code	Description	FY 2023 Adopted	FY23 ACTUAL	FY 2023 Amend.	FY 2024 PROPOSED
			6100 PERSONNEL SERVICES				
50	25	6143	Worker's Compensation	\$	1,000.00		1,000
50	25	6148	State Convention	\$	2,000.00		2,000
50	25	6151	Fire Training Schools	\$	14,000.00		14,000
50	25	6152	Pension	\$	9,000.00		11,000
			TOTAL	\$	26,000.00		28,000
			6200 CONTRACTUAL SERVICES				
50	25	6271	Electricity	\$	3,600.00		3,600
50	25	6272	Telephone	\$	2,400.00		2,400
50	25	XXX	Internet	\$	2,000.00		2,000
			TOTAL	\$	8,000.00		8,000
			6300 SUPPLIES				
50	25	6311	Office Supplies	\$	1,000.00		2,000
50	25	6340	Building Maintenance	\$	6,700.00		5,700
			TOTAL	\$	7,700.00		7,700
			6400 DEPARTMENT OPERATING COSTS				
50	25	6445	Radio - Repair/ Replace	\$	2,000.00		2,000
50	25	6452	Member / Public Education	\$	350.00		350
50	25	6453	Bunker Gear - Repair / Replace	\$	5,000.00		7,000
			TOTAL	\$	7,350.00		9,350
			6500 DEBT SERVICE				
50	25	6510	Bank Note (Principal) Building	\$	6,539.44		6,540
50	25	6511	Bank Note (Interest) Building	\$	812.96		813
			TOTAL	\$	7,352.40		7,353
			6600 CAPITAL OUTLAY				
50	25	6620	Fire Training Field	\$	-		2,000
50	25	6640	Station 2	\$	-		-
50	25	6641	Computer Upgrade	\$	-		-
			TOTAL	\$	-		2,000
			6700 OTHER OPERATING COSTS				
50	25	6711	Gasoline, Oil, and Etc	\$	7,500.00		7,500
50	25	6714	Office Maintenance	\$	500.00		500
50	25	6725	Dues, Memberships / Periodicals	\$	2,500.00		2,500
50	25	6730	Vehicle Maintenance / Labor	\$	5,000.00		2,500
			TOTAL	\$	15,500.00		13,000
			6800 OTHER OPERATING COSTS CONTINUED				
50	25	6890	Miscellaneous	\$	500.00		500

50	25	6892	Fire Equipment	\$	2,000.00		2,000
50	25	6893	Installation Banquet	\$	3,000.00		3,000
		6894	Equipment				
50	25	6895	Cell Phones and Tablet Services (T-Mobile)	\$	2,200.00		2,200
TOTAL					\$ 7,700.00		7,700

TOTAL EXPENDITURES FUNCTION 25 \$ 79,602.40 83,103

FUNCTION 26 - EXPENDITURES MUNICIPAL COURT

Fund Code	Func. Code	Acct Code	Description		FY 2023 Adopted	FY23 ACTUAL	FY 2023 Amend.	FY 2024 PROPOSED
6100 PERSONNEL SERVICES								
50	26	6131	Judge's Salary	\$	9,300.00			9,300
50	26	6132	Court Clerk	\$	35,473.15			40,019
50	26	6141	Social Security/FICA	\$	2,722.88			3,055
50	26	6142	Group Health and Dental Insurance	\$	11,440.74			11,441
50	26	6143	Worker's Compensation	\$	145.93			110
50	26	6144	Retirement	\$	6,223.73			6,112
50	26	6145	Unemployment	\$	207.00			243
50	26	6146	Longevity Pay	\$	120.00			90
TOTAL					\$ 65,633.43			70,370
6300 SUPPLIES								
50	26	6311	Office Supplies	\$	250.00			100
50	26	6312	Postage	\$	100.00			150
TOTAL					\$ 350.00			250
6400 DEPARTMENT OPERATING COSTS								
50	26	6461	Seminar for Municipal Court Judge	\$	250.00			250
50	26	6462	Training	\$	250.00			350
50	26	6463	Jury Fees	\$	200.00			200
50	26	6464	Attorney Fees	\$	4,950.00			4,950
50	26	6465	State Tax	\$	23,000.00			24,000
50	26	6466	Jail Expense	\$	1,000.00			500
TOTAL					\$ 29,650.00			30,250
6700 OTHER OPERATING COSTS								
50	26	6725	Dues, Memberships, Periodicals	\$	225.00			200
50	26	6730	Vehicle Expense	\$	500.00			500
50	26	6620	Computer Updates / Software					1,500
TOTAL					\$ 725.00			2,200
TOTAL EXPENDITURES FUNCTION 26					\$ 96,358.43			103,070

FUNCTION 27 - EXPENDITURES LIBRARY

Fund Code	Func. Code	Acct Code	Description		FY 2023 Adopted	FY23 ACTUAL	FY 2023 Amend.	FY 2024 PROPOSED
6200 CONTRACTUAL SERVICES								
50	27	6271	Electricity	\$	8,400.00			5,000
50	27	6272	Telephone	\$	4,500.00			3,000
50	27	6275	Library - Janitorial Service	\$	5,100.00			3,500
TOTAL					\$ 18,000.00			11,500
6300 SUPPLIES								
50	27	6340	Janitorial Supplies	\$	500.00			300
TOTAL					\$ 500.00			300
6400 DEPARTMENT OPERATING COSTS								
50	27	6473	McNaughton Lease Plan	\$	4,257.60			-
TOTAL					\$ 4,257.60			-
6800 OTHER OPERATING COSTS CONTINUED								
50	27	6840	Repairs / Maintenance - Building	\$	1,200.00			2,000
50	27	6890	Miscellaneous	\$	750.00			300
TOTAL					\$ 1,950.00			2,300
TOTAL EXPENDITURES FUNCTION 27					\$ 24,707.60			14,100

FUNCTION 33 - EXPENDITURES COMMUNITY CENTER

Fund Code	Func. Code	Acct Code	Description		FY 2023 Adopted	FY23 ACTUAL	FY 2023 Amend.	FY 2024 PROPOSED
6200 CONTRACTUAL SERVICES								

50	33	6271	Electricity		4,000
50	33	6272	Telephone		3,000
50	33	6275	Community Center - Janitorial Service		4,000
		TOTAL		\$ -	11,000
		6300 SUPPLIES			
50	33	6340	Janitorial Supplies		300
		TOTAL		\$ -	300
		6800 OTHER OPERATING COSTS CONTINUED			
50	33	6840	Repairs / Maintenance - Building	\$ 500.00	3,000
50	33	6890	Miscellaneous		300
		TOTAL		\$ 500.00	3,300
		TOTAL EXPENDITURES FUNCTION 33		\$ 500.00	14,600

FUNCTION 28 - EXPENDITURES PARKS AND RECREATION

Fund Code	Func. Code	Acct Code	Description	FY 2023 Adopted	FY23 ACTUAL	FY 2023 Amend.	FY 2024 PROPOSED
		6100 PERSONNEL SERVICES					
50	28	6113	Wages	\$ 61,118.15			52,782
50	28	6125	Overtime	\$ 6,111.82			1,714
			Personnel Costs				31,742
		TOTAL		\$ 67,229.97			86,238
		6200 CONTRACTUAL SERVICES					
50	28	6271	Electricity	\$ 8,500.00			9,500
50	28	6280	Porta Can Service	\$ -			300
		TOTAL		\$ 8,500.00			9,800
		6300 SUPPLIES					
50	28	6311	Supplies	\$ 2,200.00			3,000
		TOTAL		\$ 2,200.00			3,000
		6700 OTHER OPERATING COSTS					
50	28	6715	Equipment Maintenance and Purchase	\$ 25,000.00			2,000
50	28	6717	Park Maintenance	\$ 4,200.00			2,500
50	28	6730	Vehicle & Equipment Expense	\$ 3,500.00			1,500
		TOTAL		\$ 32,700.00			6,000
		6800 OTHER OPERATING COSTS CONTINUED					
50	28	6890	Miscellaneous	\$ 900.00			900
		TOTAL		\$ 900.00			900
		TOTAL EXPENDITURES FUNCTION 28		\$ 111,529.97			105,938

FUNCTION 30 EXPENDITURES EMERGENCY MANAGEMENT

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

FUNCTION 31 - EXPENDITURES FIRE MARSHAL

Fund Code	Func. Code	Acct Code	Description	FY 2023 Adopted	FY23 ACTUAL	FY 2023 Amend.	FY 2024 PROPOSED
6100 PERSONNEL SERVICES							
50	31	6116	Fire Marshal	\$ 6,000.00			6,000
50	31	6143	Worker's Compensation	\$ 30.00			130
50	31	6146	Fire Marshal Expense	\$ 500.00			500
50	31	6148	State Convention Fire Marshal	\$ 2,000.00			1,500
TOTAL				\$ 8,530.00			8,130
6400 DEPARTMENT OPERATING COSTS							
50	31	6452	Inspections, Prevention	\$ 750.00			-
50	31	6453	Fire Investigations	\$ 550.00			-
TOTAL				\$ 1,300.00			-
6600 CAPITAL OUTLAY							
50	31	6620	Computer Purchase (EOC)	\$ 1,000.00			-
TOTAL				\$ 1,000.00			-
6700 OTHER OPERATING COSTS							
50	31	6730	Fire Marshal Car Maintenance	\$ 1,000.00			500
TOTAL				\$ 1,000.00			500
TOTAL EXPENDITURES FUNCTION 31				\$ 11,830.00			8,630

FUNCTION 32 - EXPENDITURES SENIOR'S BUILDING

Fund Code	Func. Code	Acct Code	Description	FY 2023 Adopted	FY23 ACTUAL	FY 2023 Amend.	FY 2024 PROPOSED
6200 CONTRACTUAL SERVICES							
50	32	6271	Electricity	3,100			3,000
50	32	6272	Telephone	975			900
50	32	6273	Janitorial Services	3,000			3,500
TOTAL				7,075			7,400
6300 SUPPLIES							
50	32	6340	Janitorial Supplies	250			250
TOTAL				250			250
6700 OTHER OPERATING COSTS							
50	32	6714	Building Maintenance	5,000			2,500
TOTAL				5,000			2,500
6800 OTHER OPERATING COSTS CONTINUED							
50	32	6890	Miscellaneous	100			264
TOTAL				100			264
TOTAL EXPENDITURES FUNCTION 32				\$ 12,425.00			10,414

GRAND TOTAL FOR GENERAL EXPENDITURES	\$ 2,641,485.98	2,852,736
GRAND TOTAL FOR GENERAL REVENUE	\$ 2,624,948.22	2,852,736
VARIANCE TOTAL GENERAL REVENUE / EXPENSE	\$ (16,537.76)	0

GRAND TOTAL FOR ENTERPRISE EXPENDITURES	\$ 1,896,894.88	1,920,053
GRAND TOTAL FOR ENTERPRISE REVENUES	\$ 1,906,058.40	1,920,053
VARIANCE TOTAL ENTERPRISE REVENUE / EXPENSE	\$ 9,163.52	(0)

GRAND TOTAL FOR GENERAL EXPENDITURES	\$ 2,641,485.98	2,852,736
GRAND TOTAL FOR GENERAL REVENUE	\$ 2,624,948.22	2,852,736
VARIANCE TOTAL GENERAL REVENUE / EXPENSE	\$ (16,537.76)	0

RESERVE / RESTRICTED FUND 300 -- FUNCTION 40 REVENUE



AGENDA MEMO

Business of the City Council

City of Sweeny, Texas

Meeting Date	08/15/2023	Agenda Item	
Approved by City Manager		Presenter(s)	City Manager
Reviewed by City Attorney		Department	Administration
Subject	Discussion/ Possible Action on Establishing a Date for a Public Hearing and the Adoption of the FY 23/24 Tax Rate		
Attachments			
Financial Information	Expenditure Required:		
	Amount Budgeted:		
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

The City is required to hold a public hearing to adopt the tax rate. We are also required to advertise the public hearing in the official newspaper at least seven days prior to the public hearing date. Council must determine the date to hold the public hearing to adopt the tax rate.

Recommended Action

Determine a date to hold the public hearing and to adopt the tax rate.



**CITY OF SWEENEY
OFFICE OF THE MAYOR**

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

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

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

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

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

Therefore, I, Dusty Hopkins, Mayor of Sweeny, do hereby proclaim September 11, 2023, to be

Patriot Day

in Sweeny and urge the appropriate recognition whereof.

Mayor Dusty Hopkins

CITY COUNCIL MEETING SPECIAL SESSION

Item 5.

Tuesday, August 01, 2023, at 6:00 PM

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

MINUTES

BE IT KNOWN that the City Council of the City of Sweeny met in **Special Session** on **Tuesday, August 01, 2023, at 6:00 PM.** at City Hall, 102 W. Ashley Wilson Rd, Sweeny, Texas with the following agenda.

CALL TO ORDER/ROLL CALL

Mayor Hopkins called the meeting to order and called roll.

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

PLEDGES & INVOCATION

Councilman Brooks led the pledges and Councilman Cook led the invocation.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

Neal Bess Jr. addressed Council regarding Inframark, as he believes we need to research this company further. He believes the City is wasting money.

CONSENT AGENDA

1. Minutes: Regular Session, July 18, 2023
Reese Cook made the motion to approve as presented. Seconded by Mark Morgan Jr. All in favor. Motion carried.

REGULAR AGENDA

2. Discussion/ Possible Action of the Formal Appointment of the Crime Control and Prevention District (CCPD)
Lindsay Koskiniemi, City Manager, stated Council previously created the temporary board pending on voter approval of the CCPD. Following voter approval, and pursuant to the Local Government Code 363, Council must now formally appoint the members of the declared district. Reese Cook moved to approve. Mark Morgan Jr. seconded. All in favor. Motion carried.
3. Discussion/ Possible Action on a Budget Amendment to the FY 2022/2023 Budget; Auto Flushers
City Manager stated the auto flushers would help with the dead-end main flushing and she is currently requesting to purchase 12. They are \$3800.00 each. There are a total of 15 flushers needed. Concerns were made about the maintenance and installation of the flushers. Clarence Wittwer, Assistant City Manager/Director of Public Works stated the maintenance life is approximately 10 to 15 years and city employees would be able to complete the installs. Mr. Brooks recommended purchasing all 15 at once, totaling \$57,000.00. Since the amount exceeds the purchase threshold, the City is required to bid and/or purchase through a cooperative. Mr. Cook asked to get lead times and bring the information back to the next meeting along with cooperative options. The Mayor added to include software and operations information.
No Action; Discussion Only.
4. Discussion/ Possible Action on Inframark Updates
Assistant City Manager stated he received the updated emergency contract from Inframark today. He will be completing all dirty water calls and running the water plant in order to have Inframark's scope of work decreased. Inframark will only be operating the wastewater treatment

plant as of now. He will be initiating a letter to Inframark on 08/15/2023 to end all contractual services as of 09/01/2023. Public Works employee Shea Welman recently took his Class D Water Operators test and passed.
No Action; Discussion Only.

- 5. Discussion/ Possible Action to Establish a Charter Review Committee
City Manager stated the Charter Review Committee would work similarly to the newly created CCPD board. Attorney Stevenson stated Council is not required by law to have such committee. Council is allowed to request amendments, and the amendments are required to go before the voters. To pursue the residency change discussed at last month’s meeting, Council must pass an ordinance and ballot language by January in order for it to be voted upon in the May election. Charters can only be amended every two years. Charter review committees can be a lengthy process. Members must be selected, terms determined, the Charter reviewed, and recommendations for change submitted to Council for review.
Reese Cook requested to table this item to the regular council meeting in August. Mark Morgan Jr. seconded. All in favor. Motion carried.

Attorney Stevenson left the meeting prior to starting the budget workshop, item #6.

- 6. Discussion/ Possible Action on Budget Workshop for Fiscal Year 2023/2024
City Manager stated she received the 2023 Certified Estimate of Taxable Value from the Brazoria County Appraisal District today in which changed numbers on the budget sent out in the packet. She has supplied each Council member with the updated information and reflected budget. Information handed out at the beginning of the budget workshop is included as Exhibit 1.
Discussion Only, adjourned Budget Workshop at the end of General Admin Department prior to the General Street Department.

ITEMS OF COMMUNITY INTEREST

Mark Morgan Jr. stated the Lions Club did a great job on the carnival and back to school bash. Devin Lemon stated they gave out approximately 320 backpacks, 18 vouchers for free eye exams, and free glasses worth \$300.00; all totaling \$5400.000.

Mr. Brooks asked for everyone to pray for rain and commended the city workers and first responders for working in this heat.

Mayor Hopkins stated school activities have started back up including practices. Volleyball girls have a scrimmage this weekend and there is a football scrimmage next weekend. There are only four home games this year.

City Manager congratulated Shae Welman on his Class D certification. Phillips has reach out about contributing to a new pavilion at the MLK Park. She thanked the Lions Club for everything they did at the Back to School Bash and Carnival.

ADJOURN REGULAR SESSION

Mayor Hopkins adjourned the meeting at 7:50 P.M.

Exhibit 1 Attached- Updated Budget according to Taxable Value

Passed and approved this _____ day of _____, 2023.

Kaydi Smith - City Secretary

EXHIBIT 1

2023 NET TAXABLE VALUE	AT 98.5%	260,004,097.00		
DIVIDED BY \$100		2,600,040.97		
VOTER APPROVAL RATE \$0.607158		1,554,956.14		
TAX RATE OF \$0.6		1,536,624.21		
TAX RATE OF \$0.59		1,511,013.81	25,610.40	*EACH CENT OF AVT IS \$25,610.40
TAX RATE OF \$0.58		1,485,403.41	25,610.40	

- USING VOTER APPROVAL RATE THE CITY ANTICIPATES APPROXIMATELY \$60,000 AFTER ALL PROPOSED BUDGETARY EXPENDITURES. STAFF RECOMMENDATION IS TO TRANSFER THE SURPLUS TO A CAPITAL PROJECTS FUND.

- THE PROPOSED FY24 BUDGET PROPOSES TO MAKE NEW DEBT PAYMENTS IN PART FROM THE SIDEWALK FUND AND INFRASTRUCTURE FUNDS.

NEW ADDITIONS TO THE GENERAL FUND BUDGET INCLUDE:

1 NEW FTE IN POLICE

2 LEASED TRUCKS - STREETS AND DRAINAGE DEPTS.

10% LOCAL HOMESTEAD EXEMPTION RATE

4% COST OF LIVING ADJUSTMENT INCREASE FOR ALL FTEs.

NEW DEBT ISSUED PROPOSED TO BE PAID WITH SIDEWALK FUND AND INFRASTRUCTURE FUNDS - TXDOT TA PROJECT (SELECTION END OF 10/2023)

BRAZORIA COUNTY APPRAISAL DISTRICT
STATE OF TEXAS
COUNTY OF BRAZORIA

2023 CERTIFIED ESTIMATE OF TAXABLE VALUE

CITY OF SWEENEY

In compliance with Section 26.01(a-1) of the State Property Tax Laws, "submission of rolls to taxing units," notice is hereby given to-wit:

ESTIMATED TAXABLE VALUE FOR 2023

TOTAL TAXABLE VALUE \$229,618,118

ESTIMATED TAXABLE VALUE FOR THE 2023 STILL UNDER PROTEST

(properties still under protest)

B.C.A.D. APPRAISED VALUE

*VALUE CLAIMED BY OWNER

\$33,762,199

\$30,385,979

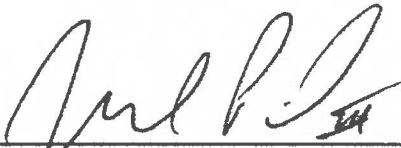
SUMMARY

ESTIMATED TAXABLE VALUE FOR 2023 \$229,618,118

*ESTIMATED TAXABLE VALUE FOR 2023 UNDER PROTEST \$30,385,979

NET TAXABLE VALUE \$260,004,097

I, Marcel Pierel III, Chief Appraiser for the Brazoria County Appraisal District, do hereby certify the correctness of the certified estimate.



Marcel Pierel III, Chief Appraiser

July 25, 2023

Date

500 N CHENANGO ST ANGLETON TX 77515-4650 (T) 979-849-7792 (F) 979-849-7984



PROPOSED BUDGET FY2024

For the Fiscal Year Ending September 30, 2024

City of Sweeny

Fiscal Year (FY) 2023 - 2024
Budget Cover Page
Budget Adopted September 07, 2022

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

The members of the governing body voted on the budget as follows:
FOR:
Mark Morgan Jr.
Reese Cook
Brian Brooks
John Rambo
Tim Pettigrew
AGAINST:
PRESENT and not voting
Dusty Hopkins - Mayor
ABSENT:

Property Tax Rate Comparison

	2022-2023	2023-2024
Property Tax Rate	0.730954 / 100	0.607158 / 100
No-New Revenue Tax Rate (TOTAL)	0.652198 / 100	0.516525 / 100
No-New Revenue M&O Tax Rate	0.599684 / 100	0.438842 / 100
Voter-Approval Tax Rate (TOTAL)	0.678441 / 100	0.607158 / 100
De Minimis Rate (TOTAL)	0.910524 / 100	0.781558 / 100
Debt Rate (INTEREST & SINKING ONLY)	0.052514 / 100	0.077683 / 100

Includes M&O + I&S rates

PROPOSED M&O Rate: \$0.529475
Debt Rate: \$0.077683

M&O and I&S must adopted separately in tax hearing

DEBT SERVICE EXPENDITURES						
Fund Code	Func. Code	Acct Code	Description	FY 2023 Adopted	FY 2023 Amend.	FY 2024 PROPOSED
		6500	DEBT SERVICE			taxable debt service eligible
		6538	Certificate of Obligation 2011 (Principal)	\$ 72,000.00		79,994 12/15/2022 payoff option available 2026 payoff
		6539	Certificate of Obligation 2011 (Interest)	\$ 13,047.50		4,994 12/15/2022 payoff option available 2026 payoff
		6540	Certificate of Obligation 2012 (Principal)	\$ 70,000.00		85,989 3/15/2022 payoff option available 2034 payoff
		6541	Certificate of Obligation 2012 (Interest)	\$ 28,393.50		12,989 3/15/2022 payoff option available 2034 payoff
		6442	Certificate of Obligation 2017 (Principal)	\$ 50,000.00		91,500 2041 payoff
		6543	Certificate of Obligation 2017 (Interest)	\$ 74,000.00		35,400 2041 payoff
		6544	Certificate of Obligation 2019 (Principal)	\$ 160,000.00		232,125 2041 payoff. ERROR in FY2020 Budget. Mistakenly put in full P+1 payment amount
		6545	Certificate of Obligation 2019 (Interest)	\$ 139,050.00		67,125 2041 payoff
		6546	Limited Tax Note, Serices 2023 (Principal)			58,843 NEW LOAN FOR TXDOT SIDEWALK PROJECT
		6547	Limited Tax Note, Serices 2023 (Interest)			375,171 NEW LOAN FOR TXDOT SIDEWALK PROJECT
			TOTAL	\$ 606,491.00		1,044,130
FUNCTION 40 EXPENDITURES - SPECIAL PROJECTS						
Fund Code	Func. Code	Acct Code	Description	FY 2023 Adopted	FY 2023 Amend.	FY 2024 PROPOSED
		6600	CAPITAL OUTLAY			
50	40	6651	Smart Meters (Principal)	\$ 34,557.73		35,646
50	40	6652	Smart Meters (Interest)	\$ 8,379.09		7,291
			TOTAL	\$ 42,936.82		42,937
			TOTAL DEBT SERVICE / LOAN EXPENDITURES	\$ 649,427.82		1,087,067
DEBT SERVICE FUND REVENUE						
Fund Code	Func. Code	Acct Code	Description	FY 2023 Adopted	FY 2023 Amend.	FY 2024 PROPOSED
		5700	TRANSFERS FROM OTHER FUNDS			
			Transfer from General	\$ 148,804.36		141,507
		5750	Transfer from Enterprise	\$ 500,623.46		546,560 ISSUED DEBT & RG3 METERS
			Transfer from Sidewalk Fund	\$ -		283,000
			Transfer from Interest Earnings on Sidewalk Fund TexPool	\$ -		60,000
			Transfer from Infrastructure Donatons Fund	\$ -		56,000
			TOTAL	\$ 649,427.82		1,087,067
			TOTAL DEBT SERVICE / LOAN REVENUE	\$ 649,427.82		1,087,067
			GRAND TOTAL DEBT SERVICE / LOAN EXPENSE	\$ 649,427.82		1,087,067
			VARIANCE TOTAL DEBT SERVICE REVENUE / EXPENSE	\$ -		0

ENTERPRISE FUND – FUNCTION 00 REVENUE							
Fund Code	Func Code	Acct Code	Description	FY 2023 Adopted	FY23 ACTUAL	FY 2023 Amend.	FY 2024 PROPOSED
40	00	5400	CHARGES FOR SERVICES				
40	00	5450	Turn on / Reconnect Fee [CONNECTION FEES]	\$ 11,000.00			12,000
40	00	5460	Penalty - Late Payment	\$ 32,300.00			32,000
40	00	5470	Charged off Accounts Collected	\$ 720.00			300
			TOTAL	\$ 44,020.00			44,300
		5600	OTHER REVENUES				
40	00	5610	Interest Earning on Investments	\$ -			74,172
			Proceeds from Sale of Equipment & Miscellaneous				5,200
			TOTAL	\$ -			79,372
		5800	CHARGES FOR WATER AND SEWER				
40	00	5810	Water Sales	\$ 704,000.00			720,000
40	00	5816	Infrastructure Donations	\$ -			1,771
40	00	5820	Water Taps	\$ 800.00			400
40	00	5830	Sewer Sales	\$ 602,500.00			620,000
40	00	5840	Sewer Taps	\$ 1,200.00			400
			TOTAL	\$ 1,308,500.00			1,342,571
		5900	CHARGES FOR GAS SERVICES				
40	00	5910	Gas Sales	\$ 552,738.40			453,910
40	00	5920	Gas Taps	\$ 800.00			400
			TOTAL	\$ 553,538.40			454,310
			TOTAL REVENUE	\$ 1,906,058.40			1,920,553

FUNCTION 11 EXPENDITURES - WATER, SEWER AND GAS							
Fund Code	Func Code	Acct Code	Description	FY 2023 Adopted	FY23 Actual	FY 2023 Amend.	FY 2024 PROPOSED
		6100	PERSONNEL SERVICES				
50	11	6111	Administration Salaries	\$ 47,975.00			146,120
50	11	6112	Office Salaries	\$ 107,326.86			56,121
50	11	6113	Wages - Public Works	\$ 237,238.98			222,009
50	11	6125	Overtime	\$ 16,558.32			12,808
50	11	6141	Social Security / FICA	\$ 31,831.97			33,382
50	11	6142	Group Health	\$ 108,687.03			101,060
50	11	6143	Worker's Comp	\$ 9,194.41			8,208
50	11	6144	Retirement	\$ 64,527.35			66,776
50	11	6145	Unemployment	\$ 1,966.50			2,147
50	11	6146	Longevity Pay	\$ 7,005.00			2,835
			Employee Appreciation and Holiday Party	\$ 2,000.00			2,300
			TOTAL	\$ 634,311.42			653,765
		6200	CONTRACTUAL SERVICES				
50	11	6250	Water Samples	\$ 7,000.00			3,000
50	11	6255	Inspection/Permit Fees	\$ 10,050.00			10,000
50	11	6260	Engineer Consultants	\$ 2,500.00			3,500
50	11	6271	Electricity	\$ 56,400.00			62,040
50	11	6272	Telephone	\$ 5,100.00			5,000
50	11	6277	Computer IT / Backup	\$ 10,000.00			16,000
			TOTAL	\$ 91,050.00			99,540
		6300	SUPPLIES				
50	11	6311	Office and Janitorial Supplies	\$ 3,000.00			2,300
50	11	6312	Postage	\$ 6,000.00			5,000
			Personal Protective Equipment	\$ 1,500.00			1,500
			TOTAL	\$ 10,500.00			8,800
		6500	TRANSFER TO OTHER FUND				
50	11	6540	Transfer to Debt Service Fund	\$ 500,623.46			546,560
			Transfer to Fund Balance	\$ -			-
			TOTAL	\$ 500,623.46			546,560
		6700	OPERATING COSTS				
50	11	6710	Maintenance of Water System	\$ 80,000.00			91,400
50	11	6711	Maintenance of Sewer System	\$ 90,000.00			90,000
50	11	6712	Maintenance of Gas System	\$ 41,000.00			30,000
50	11	6713	Chemicals	\$ 58,000.00			32,000
50	11	6714	Natural Gas Purchase	\$ 264,500.00			200,000
50	11	6715	Gas and Oil	\$ 7,900.00			7,500
50	11	6717	Hydrant Audit / Repair	\$ 10,000.00			-
							\$40 / hydrant, 141 hydrants + 8% service fee annual inspection? \$6000.00 - REMOVED NOT REQUIRED
50	11	6725	Dues, Membership and Periodicals	\$ 3,000.00			3,100
50	11	6730	Vehicle Expense	\$ 6,000.00			13,000
50	11	6750	Public Notices	\$ 1,250.00	\$ 442.90		1,000
50	11	6760	Uniform Expense	\$ 6,300.00			6,500
50	11	6770	Insurance - Fleet, Building, Liability Bond [TML]	\$ 67,000.00			111,368
			TOTAL	\$ 634,950.00			585,868
		6800	OTHER OPERATING COSTS CONTINUED				
50	11	6820	Auditing Expense	\$ 13,250.00			10,000
50	11	6870	Training	\$ 2,500.00			3,500
50	11	6880	Software Annual Fee's (UDS) REPLACING WITH FULL ERP	\$ 5,950.00			6,000
50	11	6890	Miscellaneous	\$ 1,000.00			500
50	11	XXXX	City Manager Vehicle Stipend (1/2)	\$ 2,400.00			4,800
50	11	XXXX	City Manager Cell Phone Stipend (1/2)	\$ 360.00			720
			TOTAL	\$ 25,460.00			25,520
			GRAND TOTAL FOR ENTERPRISE EXPENSE	\$ 1,896,894.88			1,920,053
			GRAND TOTAL FOR ENTERPRISE REVENUE	\$ 1,906,058.40			1,920,553

FY20-FY22 3 year avg. \$61,504
FY20-FY22 3 year avg. \$101,367
FY20-FY22 3 year avg. \$22,755

VARIANCE TOTAL ENTERPRISE REVENUE / EXPENSE \$ 9,163.52 500

GENERAL FUND -- FUNCTION 00 REVENUE							
Fund Code	Func. Code	Acct Code	Description	FY 2023 Adopted	FY23 ACTUAL	FY 2023 Amend.	FY 2024 PROPOSED
5100 TAXES							
40	00	5110	Ad Valorem Taxes	\$ 1,300,388.22			1,554,956
40	00	5111	Penalties and Interest	\$ 26,000.00			20,000
40	00	5121	Texas New Mexico (Franchise)	\$ 63,000.00			60,000
40	00	5123	Windstream Telephone Co (Franchise)	\$ 9,600.00			9,500
40	00	5124	Mid - Gulf Coast Cable (Franchise)	\$ 5,000.00			7,500
40	00	5130	City Sales Tax	\$ 650,000.00			650,000
			Mixed Beverage Sales Tax	\$ -			2,500
40	00	5135	Garbage Franchise Fee	\$ 25,700.00			25,000
			TOTAL	\$ 2,079,688.22			2,329,456
5200 LICENSES AND PERMITS							
40	00	5220	Building Permits	\$ 7,500.00			13,500
40	00	5230	Plumbing and Gas Permits	\$ 5,675.00			3,000
40	00	5240	Electrical Permits	\$ 5,500.00			3,000
			ROW User Permits	\$ 2,400.00			1,200
40	00	5241	Contractor Registration	\$ 1,000.00			500
40	00	5260	Fire Marshal Inspections	\$ 800.00			300
			TOTAL	\$ 22,875.00			21,600
5400 CHARGES FOR SERVICES							
40	00	5411	Residential and Commerical Garbage Fees	\$ 390,000.00			396,000
40	00	5412	Garbage Bag Sales	\$ 7,500.00			6,500
40	00	5420	Dog Pound Fees	\$ 600.00			500
			TOTAL	\$ 398,100.00			403,000
5500 FINES AND FORFEITS							
40	00	5511	Fines (Ticket)	\$ 31,700.00			35,000
40	00	5512	State Fees (Ticket)	\$ 15,000.00			21,600
40	00	5513	Miscellaneous (Ticket)	\$ 5,400.00			11,660
40	00	5516	Time Payment (Ticket)	\$ 1,885.00			1,000
			TOTAL	\$ 53,985.00			69,260
5600 OTHER REVENUE - RENTS, INTEREST							
40	00	5600	Interest Income from Investment Pools - Logic, TexStar, TexPool, Prime	\$ 40,000.00			96,200
			Bank Account Interest Revenue	\$ 1,100.00			1,180
40	00	5610	Interest Earnings on CD's	\$ 1,000.00			1,500
40	00	5623	Rent Community Center	\$ 9,600.00			7,500
40	00	5630	Returned Checks	\$ 300.00			-
40	00	5631	Rent Chamber of Commerce	\$ 900.00			9,000
40	00	5632	Rent Brazoria County Tax Office	\$ 1,500.00			9,000
40	00	5633	Rent Sweeny Economic Development Committee	\$ 900.00			9,000
40	00	5640	Leins				500
40	00	5645	Plan Review Fees				1,200
40	00	5650	Miscellaneous Revenue	\$ 15,000.00			-
			5661 Sidewalk-Garbage Fee				8,000
			5683 Sale of Assets				2,500
			TOTAL	\$ 70,300.00			145,580
5700 TRANSFERS FROM OTHER FUNDS							
40	00	5750	Transfer to General - From Enterprise	\$ -			-
40	00	XXXX	Transfer to General - From GENERAL FUND BALANCE	\$ -			-
			TOTAL	\$ -			-
			TOTAL REVENUE	\$ 2,624,948.22			2,968,796

FUNCTION 20 - EXPENDITURES GENERAL DEPARTMENT							
Fund Code	Func. Code	Acct Code	Department Description - Includes Administration, City Secretary, Finance, Human Resources, Risk Management	FY 2023 Adopted	FY23 ACTUAL	FY 2023 Amend.	FY 2024 PROPOSED
6100 PERSONNEL SERVICES							
50	20	6111	Salary - City Manager	\$ 82,310.06			49,400
50	20	6114	Salary - City Secretary	\$ 65,615.48			28,860
50	20		Salary - Finance Director	\$ -			28,860
			Salary - Public Works Director	\$ -			39,000
			Hourly Wages	\$ -			45,473
50	20	6141	Social Security/FICA	\$ 22,991.28			14,669
50	20	6142	Group Health and Dental Insurance	\$ 74,364.81			30,509
50	20	6143	Worker's Compensation	\$ 6,135.54			1,627
50	20	6144	Retirement	\$ 46,606.17			26,528
50	20	6145	Unemployment Compensation	\$ 1,346.50			891
50	20	6146	Longevity Pay	\$ 6,285.00			1,670
			Employee Appreciation & Holiday Party	\$ 2,750.00			2,300
			TOTAL	\$ 308,404.84			269,787
6200 CONTRACTUAL SERVICES							
50	20	XXX	Sales Tax Allocation to SEDC (3/8)	\$ 195,000.00			162,484
			Sales Tax Allocation to CCPD (1/8)	\$ -			54,162
50	20	6271	Electricity	\$ 5,500.00			5,000
50	20	6272	Telephone	\$ 14,200.00			16,200
50	20	6273	Xerox Maintenance Contract	\$ 4,200.00			4,560
50	20	6275	Engineer	\$ 5,000.00			8,000
50	20	6820	Auditing Expense	\$ 15,000.00			13,500
50	20	6830	City Attorney	\$ 18,694.50			18,695
50	20	6850	Brazoria County Tax Appraisal Board	\$ 6,900.00			8,800
50	20	6276	Internet/ Cable	\$ 2,100.00			2,520
50	20	6277	Computer IT / Backup	\$ 10,000.00			11,000
50	20	6279	Plumbing Inspections	\$ 4,000.00			4,500
50	20	6280	Keese & Associates - Plan Review	\$ 900.00			1,000
			Consultant Fees	\$ 2,000.00			8,000
			TOTAL	\$ 281,494.50			318,421
6300 SUPPLIES							

50	20	6311	Office Supplies	\$	4,500.00		4,500	
50	20	6312	Postage	\$	1,350.00		1,200	
50	20	6360	Brazoria County - Tax Collections / Leins	\$	1,700.00		1,600	
			TOTAL	\$	7,550.00		7,300	
		6500	TRANSFER TO OTHER FUND					
50	11	6540	Transfer to Debt Service / Special Projects	\$	148,804.36		141,507	Monthly payments to pay for debt service / loan payments
			TOTAL	\$	148,804.36		141,507	
		6700	OTHER OPERATING COSTS					
50	20	6725	Staff Apparel				500	
50	20	6714	City Hall Maintenance	\$	5,000.00		6,000	
50	20	6716	Connect CTY Annual Fee	\$	1,569.40		1,600	
50	20	6717	American Legal Publishing	\$	2,000.00		3,000	annual
50	20	6718	Fire Extinguisher Audit	\$	1,300.00		-	
50	20	6725	Dues and Membership Fees	\$	4,000.00		5,000	
50	20	6730	Vehicle Expense	\$	1,500.00		500	
50	20	6740	Election Expense	\$	6,000.00		4,500	
50	20	6750	Public Notices, Advertisements	\$	2,500.00		2,500	
50	20	6770	Insurance - Fleet, Building, Liability, E & O	\$	67,000.00		111,368	
			TOTAL	\$	90,869.40		134,968	
		6800	OTHER OPERATING COSTS CONTINUED					
50	20	6810	Mayor and Council Expense	\$	2,500.00		4,300	MAYOR \$150/MO, \$2500 COUNCIL MEALS AND TRAINING
50	20	6890	Miscellaneous	\$	1,000.00		1,000	
50	20	6895	Drug Testing	\$	1,500.00		500	
50	20	6896	Training	\$	6,000.00		6,000	
50	20	6897	MyGov Software	\$	22,270.00		16,500	\$1360/month
50	20	6720	Software Annual FeeS - ERP	\$	-		18,000	Archive Social, ADP, ERP solution, Revize
50	20	6898	Records Retention	\$	900.00		2,200	
50	20	6899	Computer Update	\$	250.00		-	
50	20	6891	Equipment Purchases	\$	2,500.00		2,500	
50	20	6892	Holiday and Event Planning / Decorations	\$	2,500.00		-	
50	20	6800	City Manager Vehicle Stipend (1/2)	\$	2,400.00		4,800	
50	20	6801	City Manager Cell Phone Stipend (1/2)	\$	360.00		720	
			TOTAL	\$	42,180.00		56,520	
			TOTAL - EXPENDITURES FUNCTION 20	\$	879,303.10		928,502	

FUNCTION 21 - EXPENDITURES STREET DEPARTMENT

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

FUNCTION 22 EXPENDITURES DRAINAGE DEPARTMENT

Fund Code	Func. Code	Acct Code	Description	FY 2023 Adopted	FY23 ACTUAL	FY 2023 Amend.	FY 2024 PROPOSED	
		6100	PERSONNEL SERVICES					
50	22	6113	Wages	\$	20,131.23		21,362	
50	22	6125	Overtime	\$	2,013.12		1,232	
			Personnel Benefits	\$	-		12,075	PERSONNEL COSTS BUDGETED ELSEWHERE IN PRIOR YRS FICA, SS, TRMS, HEALTH, ETC
			TOTAL	\$	22,144.35		34,669	
		6700	OTHER OPERATING COSTS					
50	22	6730	Vehicle and Equipment Expense	\$	500.00		13,000	
		6422	Weed Spray				500	
		6891	Drainage Project				2,000	
			TOTAL	\$	500.00		15,500	
		6800	OTHER OPERATING COSTS CONTINUED					
50	22	6890	Miscellaneous	\$	-		-	
			TOTAL	\$	-		-	
			TOTAL EXPENDITURES FUNCTION 22	\$	22,644.35		50,169	

FUNCTION 23 EXPENDITURES GARBAGE DEPARTMENT

Fund Code	Func. Code	Acct Code	Description	FY 2023 Adopted	FY23 ACTUAL	FY 2023 Amend.	FY 2024 PROPOSED
		6200	CONTRACTUAL SERVICES				

50	23	6280	Garbage and Heavy Trash Pick -Up	\$ 375,000.00		384,000	*AVERAGE ABOUT \$32K/MONTH
			TOTAL	\$ 375,000.00		384,000	
		6400	DEPARTMENT OPERATING COSTS				
50	23	6431	Garbage Bags	\$ 4,500.00		4,800	
			TOTAL	\$ 4,500.00		4,800	
			TOTAL EXPENDITURES FUNCTION 23	\$ 379,500.00		388,800	

FUNCTION 24 - EXPENDITURES POLICE DEPARTMENT

Fund Code	Func. Code	Acct Code	Description - Police, Code Enforcement, Animal Control	FY 2023 Adopted	FY23 ACTUAL	FY 2023 Amend.	FY 2024 PROPOSED
		6100	PERSONNEL SERVICES				
50	24	6121	Police Chief Salary	\$ 70,953.26			73,791 ONE NEW OFFICER PROPOSED
			Police Chief Phone Stipend	\$			720
			SGT Wages				55,058
			Office Secretary Wages				40,517
50	24	6123	Officer's Salary / Code Enforcement	\$ 398,552.27			376,585
50	24	6125	Overtime	\$ 33,201.17			27,778
50	24	6141	Social Security/FICA	\$ 37,332.39			49,644
50	24	6142	Group Health and Dental Insurance	\$ 102,996.66			125,848
50	24	6143	Worker's Compensation	\$ 19,538.20			17,084
50	24	6144	Retirement	\$ 75,677.38			99,304
50	24	6145	Unemployment	\$ 1,863.00			2,470
50	24	6146	Longevity Pay	\$ 6,030.00			4,320
50	24	6147	Professional Liability Insurance	\$ 4,594.37			2,227
			TOTAL	\$ 750,738.70			875,347
		6200	CONTRACTUAL SERVICES				
50	24	6271	Electricity	\$ 4,200.00			4,800
50	24	6272	Telephone / MDT	\$ 12,000.00			12,000
50	24	6276	Internet	\$ 2,400.00			3,000
50	24	6277	Computer IT	\$ 8,000.00			8,300
			TOTAL	\$ 26,600.00			28,100
		6300	SUPPLIES				
50	24	6311	Office Supplies	\$ 3,000.00			3,000
50	24	6312	Postage	\$ 600.00			900 Increased Code Enforcement mailing requirements
50	24	6321	Firing Range Supplies	\$ 2,000.00			2,000
50	24	6322	Investigative Supplies	\$ 1,700.00			1,500
50	24	6325	Evidence Room Supplies	\$ 2,700.00			2,500
			TOTAL	\$ 10,000.00			9,900
		6400	DEPARTMENT OPERATING COSTS				
50	24	6442	Training	\$ 3,700.00			2,500
50	24	6445	Radio Repair/Dispatch Services	\$ 1,800.00			3,600 This is an annual charge with the Sheriff's Office for dispatch, service, new radio, etc
50	24	6450	Ticket Writers	\$ 700.00			500
		6510	Principal Autom				9,800
			TOTAL	\$ 6,200.00			16,400
		6600	CAPITAL OUTLAY				
50	24	6614	TASER Fund	\$ 5,664.00			-
50	24	6620	Computer Update	\$ 2,500.00			2,500
			TOTAL	\$ 8,164.00			2,500
		6700	OTHER OPERATING COSTS				
50	24	6711	Gasoline, Oil and Etc	\$ 15,000.00			18,000
50	24	6714	Police Station Maintenance	\$ 10,000.00			8,000
50	24	6725	Dues, Membership and Periodicals	\$ 6,000.00			6,000
50	24	6730	Vehicle Maintenance / Tires	\$ 5,000.00			12,500 tires and maintenance
50	24	6760	Uniform Expense	\$ 3,800.00			3,500
50	24	6722	Copier Machine Lease and Supplies	\$ 1,800.00			1,800
		6792	K-9 Unit (10/2020)	\$ -			5,000
		6860	Code Enforcement Compliance	\$ -			1,000
			Animal Control Supplies - Dog Food, Pound	\$ 1,000.00			2,100
			TOTAL	\$ 41,600.00			55,800
		6800	OTHER OPERATING COSTS CONTINUED				
50	24	6865	Public Service Programs	\$ 800.00			2,000
50	24	6890	Miscellaneous	\$ 2,000.00			1,500
			TOTAL	\$ 2,800.00			3,500
			TOTAL EXPENDITURES FUNCTION 24	\$ 846,102.70			991,547 ANIMAL CONTROL DEPT MOVED TO PD BUDGET IN FY24 (\$86,011) OTHER NOTABLE INCREASES INCLUDE THE ADDITION OF 1 FTE PATROL OFC POSITION WITH BENEFITS

FUNCTION 25 - EXPENDITURES FIRE DEPARTMENT

Fund Code	Func. Code	Acct Code	Description	FY 2023 Adopted	FY23 ACTUAL	FY 2023 Amend.	FY 2024 PROPOSED
		6100	PERSONNEL SERVICES				
50	25	6143	Worker's Compensation	\$ 1,000.00			1,000
50	25	6148	State Convention	\$ 2,000.00			2,000
50	25	6151	Fire Training Schools	\$ 14,000.00			12,000
50	25	6152	Pension	\$ 9,000.00			11,000 City covers half / ESD covers half \$65/member/month \$38 minimums set by state 10 years vested at 50%, 15 years vested at 100%, draw at 55. As membership fluctuates benefit increases/decreases
			TOTAL	\$ 26,000.00			26,000
		6200	CONTRACTUAL SERVICES				
50	25	6271	Electricity	\$ 3,600.00			3,600
50	25	6272	Telephone	\$ 2,400.00			2,400
50	25	XXX	Internet	\$ 2,000.00			2,000
			TOTAL	\$ 8,000.00			8,000
		6300	SUPPLIES				
50	25	6311	Office Supplies	\$ 1,000.00			2,000
50	25	6340	Building Maintenance	\$ 6,700.00			5,700
			TOTAL	\$ 7,700.00			7,700

6400 DEPARTMENT OPERATING COSTS					
50	25	6445	Radio - Repair/ Replace	\$ 2,000.00	2,000
50	25	6452	Member / Public Education	\$ 350.00	350
50	25	6453	Bunker Gear - Repair / Replace	\$ 5,000.00	7,000
TOTAL				\$ 7,350.00	9,350
6500 DEBT SERVICE					
50	25	6510	Bank Note (Principal) Building	\$ 6,539.44	6,540
50	25	6511	Bank Note (Interest) Building	\$ 812.96	813
TOTAL				\$ 7,352.40	7,353
6600 CAPITAL OUTLAY					
50	25	6620	Fire Training Field	\$ -	2,000 SCBA BOTTLES
50	25	6640	Station 2	\$ -	-
50	25	6641	Computer Upgrade	\$ -	-
TOTAL				\$ -	2,000
6700 OTHER OPERATING COSTS					
50	25	6711	Gasoline, Oil, and Etc	\$ 7,500.00	7,500
50	25	6714	Office Maintenance	\$ 500.00	500
50	25	6725	Dues, Memberships / Periodicals	\$ 2,500.00	2,500
50	25	6730	Vehicle Maintenance / Labor	\$ 5,000.00	2,500
TOTAL				\$ 15,500.00	13,000
6800 OTHER OPERATING COSTS CONTINUED					
50	25	6890	Miscellaneous	\$ 500.00	500
50	25	6892	Fire Equipment	\$ 2,000.00	2,000
50	25	6893	Installation Banquet	\$ 3,000.00	3,000
50	25	6894	Equipment	\$ -	-
50	25	6895	Cell Phones and Tablet Services (T-Mobile)	\$ 2,200.00	2,200
TOTAL				\$ 7,700.00	7,700
TOTAL EXPENDITURES FUNCTION 25				\$ 79,602.40	81,103

FUNCTION 26 - EXPENDITURES MUNICIPAL COURT

Fund Code	Func. Code	Acct Code	Description	FY 2023 Adopted	FY23 ACTUAL	FY 2023 Amend.	FY 2024 PROPOSED
6100 PERSONNEL SERVICES							
50	26	6131	Judge's Salary	\$ 9,300.00			9,300
50	26	6132	Court Clerk	\$ 35,473.15			40,019
50	26	6141	Social Security/FICA	\$ 2,722.88			3,055
50	26	6142	Group Health and Dental Insurance	\$ 11,440.74			11,441
50	26	6143	Worker's Compensation	\$ 145.93			110
50	26	6144	Retirement	\$ 6,223.73			6,112
50	26	6145	Unemployment	\$ 207.00			243
50	26	6146	Longevity Pay	\$ 120.00			90
TOTAL				\$ 65,633.43			70,370
6300 SUPPLIES							
50	26	6311	Office Supplies	\$ 250.00			100
50	26	6312	Postage	\$ 100.00			150
TOTAL				\$ 350.00			250
6400 DEPARTMENT OPERATING COSTS							
50	26	6461	Seminar for Municipal Court Judge	\$ 250.00			250
50	26	6462	Training	\$ 250.00			350
50	26	6463	Jury Fees	\$ 200.00			200
50	26	6464	Attorney Fees	\$ 4,950.00			4,950
50	26	6465	State Tax	\$ 23,000.00			25,000
50	26	6466	Jail Expense	\$ 1,000.00			500
TOTAL				\$ 29,650.00			31,250
6700 OTHER OPERATING COSTS							
50	26	6725	Dues, Memberships, Periodicals	\$ 225.00			200
50	26	6730	Vehicle Expense	\$ 500.00			500
50	26	6620	Computer Updates / Software	\$ -			1,500
TOTAL				\$ 725.00			2,200
TOTAL EXPENDITURES FUNCTION 26				\$ 96,358.43			104,070

FUNCTION 27 - EXPENDITURES LIBRARY

Fund Code	Func. Code	Acct Code	Description	FY 2023 Adopted	FY23 ACTUAL	FY 2023 Amend.	FY 2024 PROPOSED
6200 CONTRACTUAL SERVICES							
50	27	6271	Electricity	\$ 8,400.00			5,000
50	27	6272	Telephone	\$ 4,500.00			2,500
50	27	6275	Library - Janitorial Service	\$ 5,100.00			3,500
TOTAL				\$ 18,000.00			11,000
6300 SUPPLIES							
50	27	6340	Janitorial Supplies	\$ 500.00			300
TOTAL				\$ 500.00			300
6400 DEPARTMENT OPERATING COSTS							
50	27	6473	McNaughton Lease Plan	\$ 4,257.60			-
TOTAL				\$ 4,257.60			-
6800 OTHER OPERATING COSTS CONTINUED							
50	27	6840	Repairs / Maintenance - Building	\$ 1,200.00			2,000
50	27	6890	Miscellaneous	\$ 750.00			300
TOTAL				\$ 1,950.00			2,300
TOTAL EXPENDITURES FUNCTION 27				\$ 24,707.60			13,600

FUNCTION 33 - EXPENDITURES COMMUNITY CENTER

LIBRARY AND COMMUNITY CENTER SEPARATED FOR FY24

Fund Code	Func. Code	Acct Code	Description	FY 2023 Adopted	FY23 ACTUAL	FY 2023 Amend.	FY 2024 PROPOSED
LIBRARY AND COMMUNITY CENTER SEPARATED FOR FY24							
6200 CONTRACTUAL SERVICES							
50	33	6271	Electricity				4,000
50	33	6272	Telephone				3,000
50	33	6275	Community Center - Janitorial Service				4,000
TOTAL				\$ -			11,000
6300 SUPPLIES							
50	33	6340	Janitorial Supplies				300
TOTAL				\$ -			300
6800 OTHER OPERATING COSTS CONTINUED							
50	33	6840	Repairs / Maintenance - Building	\$ 500.00			3,000
50	33	6890	Miscellaneous				300
TOTAL				\$ 500.00			3,300
TOTAL EXPENDITURES FUNCTION 33				\$ 500.00			14,600

FUNCTION 28 - EXPENDITURES PARKS AND RECREATION

Fund Code	Func. Code	Acct Code	Description	FY 2023 Adopted	FY23 ACTUAL	FY 2023 Amend.	FY 2024 PROPOSED
6100 PERSONNEL SERVICES							
50	28	6113	Wages	\$ 61,118.15			52,782
50	28	6125	Overtime	\$ 6,111.82			1,714
Personnel Costs							31,742
TOTAL				\$ 67,229.97			86,238
6200 CONTRACTUAL SERVICES							
50	28	6271	Electricity	\$ 8,500.00			9,500
50	28	6280	Porta Can Service				300
TOTAL				\$ 8,500.00			9,800
6300 SUPPLIES							
50	28	6311	Supplies	\$ 2,200.00			3,000
TOTAL				\$ 2,200.00			3,000
6700 OTHER OPERATING COSTS							
50	28	6715	Equipment Maintenance and Purchase	\$ 25,000.00			2,000
50	28	6717	Park Maintenance	\$ 4,200.00			2,500
50	28	6730	Vehicle & Equipment Expense	\$ 3,500.00			1,500
TOTAL				\$ 32,700.00			6,000
6800 OTHER OPERATING COSTS CONTINUED							
50	28	6890	Miscellaneous	\$ 900.00			900
TOTAL				\$ 900.00			900
TOTAL EXPENDITURES FUNCTION 28				\$ 111,529.97			105,938

1.5 EMPLOYEES FUNDED
BUDGETED ELSEWHERE IN PRIOR YRS INCLUDES FICA, SS, TMRS, HEALTH ETC

FUNCTION 30 EXPENDITURES EMERGENCY MANAGEMENT

Fund Code	Func. Code	Acct Code	Description	FY 2023 Adopted	FY23 ACTUAL	FY 2023 Amend.	FY 2024 PROPOSED
6100 PERSONNEL SERVICES							
50	30	6116	Emergency Management Coordinator	\$ 2,400.00			2,400
50	30	6148	Training/ Convention	\$ 1,000.00			1,000
TOTAL				\$ 3,400.00			3,400
6200 CONTRACTORAL SERVICES							
50	30	6271	Electricity	\$ 3,200.00			1,000
50	30	6272	Telephone	\$ 4,000.00			2,000
50	30	6273	Cable / Internet	\$ 1,800.00			2,000
TOTAL				\$ 9,000.00			5,000
6300 SUPPLIES							
50	30	6311	Supplies	\$ 100.00			300
50	30	6312	Postage	\$ 100.00			-
50	30	6313	Hurricane Brouchures	\$ 1,100.00			800
TOTAL				\$ 1,300.00			1,100
6700 OTHER COSTS							
50	30	6714	Building Maintenance	\$ 6,000.00			1,500
TOTAL				\$ 6,000.00			1,500
TOTAL EXPENDITURES FUNCTION 30				\$ 19,700.00			11,000

ECC MOVED TO CC MOST BUILDING COSTS BUDGETED TO CC

FUNCTION 31 - EXPENDITURES FIRE MARSHAL

Fund Code	Func. Code	Acct Code	Description	FY 2023 Adopted	FY23 ACTUAL	FY 2023 Amend.	FY 2024 PROPOSED
6100 PERSONNEL SERVICES							
50	31	6116	Fire Marshal	\$ 6,000.00			6,000
50	31	6143	Worker's Compensation	\$ 30.00			130
50	31	6146	Fire Marshal Expense	\$ 500.00			500
50	31	6148	State Convention Fire Marshal	\$ 2,000.00			2,000
TOTAL				\$ 8,530.00			8,630
6400 DEPARTMENT OPERATING COSTS							
50	31	6452	Inspections, Prevention	\$ 750.00			600
50	31	6453	Fire Investigations	\$ 550.00			500
TOTAL				\$ 1,300.00			1,100
6600 CAPITAL OUTLAY							
50	31	6620	Computer Purchase (EOC)	\$ 1,000.00			-
TOTAL				\$ 1,000.00			-
6700 OTHER OPERATING COSTS							
50	31	6730	Fire Marshal Car Maintenance	\$ 1,000.00			670

TOTAL \$ 1,000.00 670
 TOTAL EXPENDITURES FUNCTION 31 \$ 11,830.00 10,400

FUNCTION 32 - EXPENDITURES SENIOR'S BUILDING

Fund Code	Func. Code	Acct Code	Description	FY 2023 Adopted	FY23 ACTUAL	FY 2023 Amend.	FY 2024 PROPOSED
		6200	CONTRACTUAL SERVICES				
50	32	6271	Electricity	3,100			3,000
50	32	6272	Telephone	975			900
50	32	6273	Janitorial Services	3,000			3,500
			TOTAL	7,075			7,400
		6300	SUPPLIES				
50	32	6340	Janitorial Supplies	250			250
			TOTAL	250			250
		6700	OTHER OPERATING COSTS				
50	32	6714	Building Maintenance	5,000			2,500
			TOTAL	5,000			2,500
		6800	OTHER OPERATING COSTS CONTINUED				
50	32	6890	Miscellaneous	100			100
			TOTAL	100			100
			TOTAL EXPENDITURES FUNCTION 32	\$ 12,425.00			10,250

GRAND TOTAL FOR GENERAL EXPENDITURES \$ 2,641,485.98 2,907,687
 GRAND TOTAL FOR GENERAL REVENUE \$ 2,624,948.22 2,968,796
 VARIANCE TOTAL GENERAL REVENUE / EXPENSE \$ (16,537.76) 61,109

GRAND TOTAL FOR ENTERPRISE EXPENDITURES \$ 1,896,894.88 1,920,053
 GRAND TOTAL FOR ENTERPRISE REVENUES \$ 1,906,058.40 1,920,553
 VARIANCE TOTAL ENTERPRISE REVENUE / EXPENSE \$ 9,163.52 500

GRAND TOTAL FOR GENERAL EXPENDITURES \$ 2,641,485.98 2,907,687
 GRAND TOTAL FOR GENERAL REVENUE \$ 2,624,948.22 2,968,796
 VARIANCE TOTAL GENERAL REVENUE / EXPENSE \$ (16,537.76) 61,109

TRANSFER TO CAPITAL PROJECT FUND

Deadlines When the Tax Rate Does Not Exceed the Voter-Approval Rate

These are absolute deadlines and assume the city waits until the last minute for each step. In most cases the city would be well-advised to act in advance of these dates. This memo will be updated with any relevant changes made by the 88th Legislature.

Tuesday, July 25: Tax Rolls Due

Chief appraiser must deliver the certified appraisal roll or certified estimate of taxable value to assessor. TEX. TAX CODE § 26.01(a).

Note - Estimated Tax Values: A chief appraiser may submit a certified estimate of taxable value in lieu of a certified appraisal roll if the appraisal review board for the appraisal district does not approve the appraisal records for the district by July 20. TEX. TAX CODE § 26.01(a-1). If the assessor receives a certified estimate of taxable values, the officer or employee designated by the city council must calculate the no-new-revenue tax rate and voter-approval tax rate using the estimate. *Id.* § 26.04(c-2).

Monday, August 7: Submit Tax Rates to City Council

The designated officer or employee must submit the no-new-revenue and voter-approval tax rates to the city council by this date, or as soon thereafter as practicable. TEX. TAX CODE § 26.04(e). The designated officer or employee must post the calculated no-new-revenue tax rate and voter-approval tax rates, along with certain debt information, on the home page of the city's website in the form prescribed by the comptroller. *Id.*

Note - Comptroller Rate Calculation Forms: The designated officer or employee shall use the tax rate calculation forms prescribed by the comptroller in calculating the no-new-revenue and voter-approval tax rates. TEX. TAX CODE § 26.04(d-1). These rates may not be submitted to the city council, and the city council may not adopt a tax rate, until the designated officer or employee certifies on the tax rate calculation forms that the person has accurately calculated the tax rates and used values from the city's certified appraisal roll in performing the calculations. *Id.* § (d-2). As soon as practicable after the designated officer or employee calculates the no-new-revenue tax rate and the voter-approval tax rate for the city, the designated officer or employee shall submit the tax rate calculation forms used in calculating the rates to the county assessor-collector for each county in which all or part of the city is located. *Id.* § 26.04(d-3).

Note – De Minimis Rate Calculation: A city with a population of less than 30,000 has an additional option with regard to a tax rate: the “de minimis” rate. Put simply, this is a rate that will impose an amount of taxes equal to \$500,000 more than the previous year, while taking the debt rate into account. TEX. TAX CODE § 26.012(8-a). While there is no requirement that the designated officer or employee calculate the de minimis rate, the city will need to know this rate to take advantage of it. Cities are encouraged to communicate with their designated officer or employee in advance of this date to confirm the calculation of the de minimis rate.

Tuesday, August 29: Deadline to File Proposed Budget

This is the last day for the city’s budget officer to file a proposed budget with the municipal clerk if the city plans to wait until September 29 to adopt the tax rate. TEX. LOC. GOV’T CODE § 102.005 (*before the 30th day before the date the tax rate is adopted* – thus, if a city plans to adopt its tax rate before September 29, the proposed budget must be filed sooner).

Note - Budget Cover Page: The proposed budget must contain a special cover page if the budget will raise more revenue from property taxes than the previous year. TEX. LOC. GOV’T CODE § 102.005(b). The city secretary must post the proposed budget on the city’s website if the city maintains one. TEX. TAX CODE § 26.18(5). Additionally, the proposed budget must include a line item comparing expenditures in the proposed budget and actual expenditures in the preceding year for: (1) notices required to be published in the newspaper; and (2) directly or indirectly influencing or attempting to influence the outcome of legislation or administrative action. TEX. LOC. GOV’T CODE § 140.0045.

Monday, September 18: Deadline to Publish Notice of Budget Hearing in the Newspaper

This is last day to publish notice of budget hearing. TEX. LOC. GOV’T CODE § 102.0065 (not later than 10th day before the budget hearing). Note that the notice may not be published earlier than the 30th day before the hearing making August 29 the earliest date possible for publication for a September 28 budget hearing.

Note – Required Notice Language: The budget hearing notice must contain specific information about property tax increases. TEX. LOC. GOV’T CODE §102.0065(d).

Friday, September 22: Proposed Tax Rate Approval

City council should hold a record vote approving a proposed tax rate. Although there is not a statutorily defined procedure for the city council to follow in determining the proposed tax rate, this date effectively serves as the deadline, as the required notices of the tax rate hearing include the proposed tax rate (see note below).

Friday, September 22: Internet and Television Notice of Tax Rate Hearing

If the proposed tax rate will exceed the no-new-revenue rate, continuous notice of the tax rate public hearing begins on the internet and television,. TEX. TAX CODE § 26.065. The notice must be posted continuously for at least seven days immediately before the public hearing on the proposed tax rate increase and at least seven days immediately before the date of the vote proposing the increase in the tax rate. *Id.*

Note – Specific Content Requirements: For content of the Internet and television notice, see Sections 26.06(b-1), (b-2), and (b-3) of the Tax Code.

Note – Record Vote Required: The required notice of the tax rate hearing requires the names of all members of the governing body, showing how each voted on the proposed tax rate and indicating the absences, if any, during the vote on the proposed tax rate. TEX. TAX CODE §§ 26.06(c) and 26.061.

Note – Special Notice Provisions: The tax rate notice requirements for a city change when the de minimis rate exceeds the voter approval rate. *Id.* § 26.063. Note that, in the unlikely event that a city with a population of less than 30,000 has a de minimis rate that does not exceed its voter-approval rate, these alternate notice provisions are not available to the city.

Note – Low Tax Levy Cities: A city that has a “low tax levy” under Section 26.052 of the Tax Code (i.e. a city that levies under \$500,000 in total property taxes and has a tax rate under \$.50 per \$100 of valuation) may choose to provide notice of its tax rate under that section instead of Sections 26.04(e) and 26.06. A “low tax levy” city that chooses to provide notice under Section 26.052 is not required to hold a public hearing on the tax rate; however, the city is required to provide mailed or published notice of the tax rate no later than seven days before the date the city adopts the tax rate. *Id.* § 26.052(c). If the city chooses to publish notice of the tax rate in the newspaper, the city must also provide public notice of its proposed tax rate by posting notice of the proposed tax rate, along with the information in Section 26.052(e) of the Tax Code, prominently on the home page of the city’s website.

Sunday, September 24: Notice of Tax Rate Hearing or Meeting to Adopt Tax Rate

Last day to **publish notice of the tax rate hearing**, if the proposed tax rate will exceed the no-new revenue rate (the public hearing may not be held before the fifth day after the date the notice of the public hearing is given). TEX. TAX CODE § 26.06(a).

Last day to **publish notice of the meeting to adopt the tax rate**, if the proposed tax rate will not exceed the no-new-revenue rate. *Id.*

Note – Notice Requirements: The notice may be delivered by mail to each property owner or may be published in a newspaper. TEX. TAX CODE § 26.06(c). If the notice is published in the newspaper, the city must also post the notice prominently on the home page of the city’s website from the date the notice is first published until the public hearing is concluded. *Id.* The notice must be in the form prescribed by Sections 26.06 or 26.061 of the Tax Code, and must include the table described in Section 26.062 of the Tax Code. For the content of published notice, see sections 26.06(b-1), (b-2), and (b-3) of the Tax Code.

Thursday, September 28: Budget Hearing

This is the last day for the city to conduct a hearing on the budget. TEX. LOC. GOV’T CODE § 102.006(b) (hearing shall be before the date of the tax levy). Note that the hearing must be held after the 15th day after the proposed budget is filed with the clerk.

Note – Action Required: The city must take some sort of action on the budget at the conclusion of the hearing. TEX. LOC. GOV’T CODE § 102.007. This action could be the adoption of the budget, or a vote to postpone the final budget vote. It is generally accepted that the city need not adopt the budget at the end of the hearing.

Friday, September 29: Budget Adoption

The city should adopt the budget no later than this date. TEX. LOC. GOV’T CODE § 102.009 (because the city may only levy taxes in accordance with budget, and because the levy cannot take place later than September 29 (see note below), this is the effective deadline for budget adoption in cities with a property tax). A vote to adopt the budget must be a record vote. *Id.* §102.007(a).

Note – Separate Ratification Vote Requirement: City council must take a separate ratification vote to adopt any budget that will raise total property tax revenue. TEX. LOC. GOV’T CODE § 102.007(c).

Note – Specific Content: The adopted budget must contain a special cover page that includes: (a) a specific statement on whether the budget raises more, less, or the same amount of property tax revenue compared to the previous year’s budget; (b) the record vote of each member of the city council by name voting on the adoption of the budget; (c) the city property tax rates for the preceding and current fiscal years, including the adopted rate, no-new-revenue tax rate, no-new-revenue maintenance and operations tax rate, voter-approval tax rate, and debt rate; and (d) the total amount of city debt obligations secured by property taxes. TEX. LOC. GOV’T CODE § 102.007(d). The adopted budget, including the cover page, must be posted on the city’s website if the city has one. *Id.* § 102.008(a)(2). City council shall include as an appendix to the city’s budget for a fiscal year the tax rate calculation forms used by the designated officer or employee to calculate the city’s no-new-revenue tax rate and the voter-approval tax rate for the tax year in which the fiscal year begins. TEX. TAX CODE § 26.04(e-5).

Friday, September 29: Tax Rate Adoption: Meeting or Public Hearing

This is the last day the city may adopt a tax rate. If a public hearing is required, the hearing must be held on a weekday that is not a public holiday. TEX. TAX CODE § 26.06(a).

Note – When a Hearing is Required: A public hearing is required only if the proposed tax rate exceeds the lower of the no-new-revenue rate or the voter-approval rate, i.e., if the proposed tax rate would raise more revenue from property taxes than the prior year.

Note – Earliest Possible Dates for Hearing: City council may not hold its public hearing or public meeting to adopt a tax rate until the fifth day after the date the chief appraiser of each appraisal district in which the city participates has delivered its tax estimate notice under Section 26.04(e-2) of the Tax Code and made various types of tax rate information and the tax rate calculation forms available to the public via the property tax database under Section 26.17(f) of the Tax Code. TEX. TAX CODE. § 26.05(d-1).

Note – Rate Adoption at Hearing: City council may vote on the proposed tax rate at the public hearing. If the city council does not vote on the proposed tax rate at the public hearing, the city council shall announce, at the public hearing, the date, time, and place of the meeting at which council will vote on the proposed tax rate, and that meeting may not be held later than the seventh day after the date of the public hearing. TEX. TAX CODE § 26.06(e). This provision does not authorize a city to adopt a tax rate later than September 29.

Note – Sixtieth Day Alternative: A city may adopt a tax rate by this deadline or by the 60th day after receipt of appraisal roll, whichever is later. TEX. TAX CODE § 26.05(a). Please note that if the city uses the 60-day rule, almost every date in this memo would need to be recalculated.

Note – Separate Votes for M&O and Debt Components: City council must separately approve the maintenance and operations component and the debt service component of the tax rate. TEX. TAX CODE § 26.05(a).

Note – Rate Adoption Motion: The motion to adopt a tax rate that exceeds the no-new-revenue rate must be made precisely as follows: “I move that the property tax rate be increased by the adoption of a tax rate of (specify tax rate), which is effectively a (insert percentage by which the proposed tax rate exceeds the no-new-revenue tax rate) percent increase in the tax rate.” If the tax rate will exceed the no-new-revenue tax rate, the vote on the ordinance setting the tax rate must be a record vote and must be approved by at least 60 percent of the members of the city council. TEX. TAX CODE § 26.05(b). Section 26.05 of the Tax Code contains several other precise requirements regarding notice in the tax rate ordinance itself that must be complied with if the city adopts a rate exceeding the no-new-revenue tax rate.

Note – Failure to Adopt Tax Rate: The tax rate of a city that fails to adopt a tax rate before the statutory deadlines is limited to the lower of the voter-approval tax rate or the no-new-revenue tax rate. TEX. TAX CODE § 26.05(c).⁷

ACCOUNT NO.	ACCOUNT NAME	YTD ACTUAL FY 23 AS OF 7/26	APPROVED FY 23 BUDGET	FY 22 ACTUAL	FY 22 APPROVED BUDGET	FY 21 ACTUAL	FY 20 ACTUAL	AVERAGE LAST 3 YEARS	FY 24 PRELIM BUDGET	NOTES
ADV TAX RATE ->			0.730954		0.0701553					
REVENUE										
40-00-5110	AD VALOREM TAXES	1,300,790	1,300,388	1,169,990	1,251,468	1,120,835	1,064,557	1,118,461	1,554,956	2023 VOTER APPROVAL TAX RATE (INCLUDES M&O AND I&S RATES): \$0.607158
40-00-5111	PENALTY & INTEREST- TAXES	17,170	26,000	15,154	30,000	22,362	25,567	21,028	20,000	
40-00-5121	FRANCHISE TAX - TX NEW MEXICO	48,005	63,000	62,300	65,000	60,853	60,005	61,053	60,000	
40-00-5123	FRANCHISE TAX - WINDSTREAM	6,205	9,600	12,325	9,600	9,553	9,746	10,541	9,500	
40-00-5124	FRANCHISE TAX - CABLE	5,063	5,000	7,781	10,000	7,673	8,900	8,118	7,500	
40-00-5130	CITY SALES TAX	746,198	650,000	506,201	425,000	462,272	451,833	473,436	650,000	*ONE OVERPAYMENT IN FEB
40-00-513	MIXED BEVERAGE SALES TAX								2,500	NEW LINE ITEM
40-00-5135	WM- BILLING GB HANDLING FEE	7,356	25,700	27,462	25,000	27,038	26,175	26,892	25,000	7% FRNACHISE FEE FOR REFUSE SERVICE HOSPITAL, GAS STATION & DOLLAR GEN. CONTRIBUTED TO MORE REV. NO MAJOR PROJECTS ANTICIPATED IN
40-00-5220	BUILDING PERMITS	32,994	7,500	13,943	5,000	13,099	104,071	43,704	13,500	
40-00-5230	PLUMBING & GAS PERMITS	6,178	5,675	4,985	6,900	5,000	6,235	5,407	3,000	
40-00-5240	ELECTRICAL PERMITS	3,505	5,500	4,205	6,200	4,565	6,389	5,053	3,000	
40-00-5241	CONTRACTORS REGISTRATION	910	1,000	1,025	925	575	1,125	908	500	
40-00-5243	ROW USER PERMITS	0	2,400	0	0	0	0	-	1,200	JE LIKELY NEEDED. THERE HAS BEEN REV COLLECTED IN FY23.
40-00-5260	FIRE MARSHAL INSPECTIONS	300	800	500	650	826	3,587	1,638	300	
40-00-5309	GRANT REVENUE	69,675	0	0	0	0	0	-	-	
40-00-5411	GARBAGE RESIDENTIAL/COMMERCIAL	316,121	390,000	411,625	390,000	407,389	394,334	404,450	396,000	AVE \$35K/MO
40-00-5412	GARBAGE BAG SALES	5,901	7,500	7,774	7,000	8,781	6,060	7,538	6,500	
40-00-5415	RESID & COMM GARBAGE TAX	-9,838	0	424	0	195	4,890	1,836	-	
40-00-5420	DOG POUND FEES	345	600	632	500	595	525	584	500	
40-00-5440	PROCEEDS FROM ISSUANCE OF DEBT	2,500,000							-	LOAN FOR TXDOT PROJECT
40-00-5511	FINES	21,353	31,700	32,535	25,000	38,768	30,041	33,781	35,000	
40-00-5512	STATE FEES (10%)	12,585	15,000	21,302	15,000	19,812	19,696	20,270	21,600	
40-00-5513	MISCELLANEOUS	4,656	5,400	5,667	5,000	5,402	5,488	5,519	1,000	
40-00-5514	SCHOOL	1,000	0	556	0	702	238	499	500	
40-00-5516	TIME PAYMENT	831	1,885	1,496	1,600	1,901	1,356	1,584	1,000	
40-00-5517	MUNICIPAL COURT TECHNOLOGY	808	0	1,392	0	1,295	-14,175	(3,829)	1,000	
40-00-5518	MUNICIPAL CT SECURITY BLDG FND	971	0	1,657	0	1,510	-3,308	(47)	1,000	
40-00-5519	TERTIARY STATE TAX FUND	252	0	150	0	249	0	133	150	
40-00-5521	TCS - COURT	6,697	0	10,787	0	9,289	11,493	10,523	8,000	
40-00-5523	LOCAL MUNICIPAL JURY FUND	16	0	32	0	0	0	11	10	
40-00-5600	INTEREST INCOME - LOGIC	20,880	0	2,237	0	181	2,727	1,715	20,000	INTEREST RATES EXPECTED TO FALL BACK TO 3.75% IN 2024. ARPA AND 2019 CERTIFICATES EXPECTED TO BE MOSTLY EXPENDED THROUGH FY24 ON PROJECTS APPROVED IN FY23 AND WATER PROJECT. 2019 CERTIFICATES EXPECTED TO BE EXPENDED ON WATER PROJECT, THEREFORE LESS INTERESTED ANTICIPATED.
40-00-5601	INTEREST INCOME - TEXSTAR	7,873							15,200	EXPECT TO OFFLOAD EDC INVESTMENT \$835K AND MOVE \$275K FROM SIDEWALK FUND TO PRIME
40-00-5602	INTEREST INCOME - TEXPOOL	18,931							13,000	
40-00-5603	INTEREST INCOME - TEXPOOL PRIME	0							48,000	FROM SIDEWALK LOAN INTEREST EARNINGS
40-00-5604	INTEREST INCOME - FSBL	1,838							2,680	
40-00-5610	INTEREST - CD'S	259	1,000	24	50	57	98	60	500	
40-00-5623	RENT - COMMUNITY CENTER	7,730	9,600	6,641	10,000	5,950	9,025	7,205	7,500	
40-00-5624	DAMAGE DEPOSIT - COMM CENTER	650	0	0	0	0	0	-	500	
40-00-5630	RETURNED CHECK FEE	210	300	210	300	240	185	212	-	RECOVERED FROM CUSTOMER
40-00-5631	RENT - CHAMBER OF COMMERCE	675	900	975	900	825	900	900	9,000	

GENERAL FUND

Item 5.

ACCOUNT NO.	ACCOUNT NAME	YTD ACTUAL FY 23 AS OF 7/26	APPROVED FY 23 BUDGET	FY 22 ACTUAL	FY 22 APPROVED BUDGET	FY 21 ACTUAL	FY 20 ACTUAL	AVERAGE LAST 3 YEARS	FY 24 PRELIM BUDGET	NOTES
40-00-5632	RENT - BRAZORIA CNTY TAX OFFIC	1,009	1,500	1,587	1,500	1,379	1,624	1,530	9,000	
40-00-5633	RENT - SWEENEY EDC	675	900	900	900	900	975	925	9,000	ADJUSTED ON COUNCIL RECOMMENDATION. AGREEMENT TERMS 9/2023.
40-00-5640	LEINS	338	0	0	0	7,761	0	2,587	500	
40-00-5645	PLAN REVIEW FEES	3,432.20	0	25,201	0	9,350	0	11,517	1,200	
40-00-5650	MISCELLANEOUS REVENUE	4,552.34	15,000	65,526	15,000	-385	62,753	42,631	-	
40-00-5661	SIDEWALK - GARBAGE FEE	5,696.00	0	22,428	0	18,763	19,590	20,260	8,000	
40-00-5683	SALE OF ASSETS	3,000	0	0	0	0	0	-	1,500	TO BE TRANSFERRED TO CIP
40-00-5690	FIRE DEPT DONATIONS	5,696	0	12,104	0	17,327	14,464	14,631	-	PASS THROUGH - NOT CITY REVENUE
40-00-5740	TRANSFER FROM RES & RESTRICTED	104,373	0	17,184	0	0	0	5,728	-	ARPA PAYMENT FOR COMMUNITY CENTER BUILDING
40-00-5750	TRANSFER FROM ENTERPRISE	0	0	32,674	0	49,243	7,604	29,840	-	
TOTAL REVENUES		5,305,567	2,583,848	2,901,048	2,308,493	2,342,532	2,344,775		2,968,796	

EXPENSES

<u>GENERAL ADMIN</u>											SALARIES INCLUDE 4% COLA INCREASE.
50-20-6111	SALARY - CITY MANAGER	58,504	82,310	45,937	75,856	39,214	57,864	47,672	49,400		
50-20-6114	SALARY - CITY SECRETARY	45,163	66,713	64,891	63,338	53,440	46,286	54,872	28,860		
NUMBER	SALARY- FINANCE DIRECTOR								28,860	REALLOCATION OF POSITIONS FROM FY23-24	
NUMBER	SALARY - PUBLIC WORKS DIRECTOR								39,000		
NUMBER	HOURLY WAGES								45,473		
50-20-6118	INCENTIVE PAY (ALL)								-		
50-20-6141	FICA	19,776	23,075	23,421	22,399	18,787	18,232	20,147	14,669	LK, KS, KW, JM, CW & NEW POSITION- SPLIT BETWEEN GF/EF 50/50	
50-20-6142	GROUP HEALTH & DENTAL INS	48,637	74,365	43,115	66,595	63,992	76,819	61,308	30,509	LK, KS, KW, JM, CW & NEW POSITION- SPLIT BETWEEN GF/EF 50/50	
50-20-6143	PROFESSIONAL LIABILITY INS (WC)	1,339	6,140	3,857	5,039	5,500	4,166	4,508	1,627		
50-20-6144	RETIREMENT	42,501	46,776	51,638	46,490	46,068	42,831	46,845	26,528		
50-20-6145	UNEMPLOYMENT	83	1,346	315	1,311	1,821	1,065	1,067	891		
50-20-6146	LONGEVITY PAY	6,075	6,285	0	5,640	5,700	0	1,900	1,670		
50-20-6150	PAYROLL PROCESSING FEES	1,088	0	0	0	0	0	-	4,400		
50-20-6270	SALES TAX ALLOCATION TO SEDC 3/8	248,733	0	0	0	0	0	-	162,484		
NUMBER	SALES TAX ALLOCATION TO CCPD 1/8								54,162		
50-20-6271	ELECTRICITY	3,488	5,500	5,014	6,000	4,094	4,181	4,429	5,000		
50-20-6272	TELEPHONE	12,747	14,200	16,197	15,000	11,672	15,944	14,604	16,200		
50-20-6273	XEROX MAINTENANCE AGREEMENT	3,878	4,200	4,242	4,000	4,331	3,504	4,026	4,560		
50-20-6275	ENGINEER	13,911	5,000	2,146	2,000	125	0	757	8,000		
50-20-6276	INTERNET/CABLE	1,862	2,100	2,029	2,400	2,212	1,911	2,051	2,520		
50-20-6277	COMPUTER IT / BACKUP	10,983	10,000	44,235	27,696	6,995	1,367	17,532	11,000		
50-20-6279	PLUMBING INSPECT	5,550	4,000	5,900	700	1,450	350	2,567	4,500		
50-20-6280	KEESE & ASSOC. / ARCHITECTS	1,750	900	0	700	875	950	608	1,000	DO NOT ANTICIPATE AS MUCH WORK IN FY23 (HOSPITAL, DOLLAR GEN)	
50-20-6281	CONSULTANT FEES	16,554	0	0	0	0	0	-	8,000	NEW REQUEST - TOM MASTERS - AUDIT PREP. EXPD FY23 INCLUDE RECOVERY OF \$14K+ OVERPAYMENT	
50-20-6311	OFFICE SUPPLIES	5,834	4,500	8,861	4,500	3,988	5,028	5,959	4,500		
50-20-6312	POSTAGE	1,175	1,350	1,511	1,200	1,043	1,393	1,316	1,200		
50-20-6360	BRAZORIA CTY -TAX COLL/ LEINS	1,596	1,700	1,492	2,500	1,645	1,764	1,634	1,600		
50-20-6605	REFUND/DAMAGE DEPOSIT - CCENTE	1,000	0	0	0	0	0	-	-	NOW PROPERLY CLASSIFIED AS PAYABLE	
50-20-6700	EMPLOYEE APPRECIATION	2,784	2,750	2,264	1,500	679	0	981	500		

GENERAL FUND

Item 5.

ACCOUNT NO.	ACCOUNT NAME	YTD ACTUAL FY 23 AS OF 7/26	APPROVED FY 23 BUDGET	FY 22 ACTUAL	FY 22 APPROVED BUDGET	FY 21 ACTUAL	FY 20 ACTUAL	AVERAGE LAST 3 YEARS	FY 24 PRELIM BUDGET	NOTES
50-20-6705	CITY APPAREL - CITY HALL	0	0	0	0	0	0	-	500	NEW REQUEST
50-20-6714	CITY HALL MAINTENANCE	7,275	5,000	2,927	3,000	3,236	5,830	3,998	6,000	
50-20-6716	CONNECT CTY	785	1,569	0	1,569	2,069	3,000	1,690	1,600	
50-20-6717	AMERICAN LEGAL PUBLISHING	2,702	2,000	3,626	1,000	3,136	914	2,558	3,000	BEEN UNDER-BUDGETED PAST COUPLE OF YRS
50-20-6718	FIRE EXTINGUISHER AUDIT	0	1,300	0	2,000	1,063	1,449	838	-	ABLE TO DO IN-HOUSE NOW
50-20-6720	SOFTWARE ANNUAL FEE'S (SAGE)	2,653	0	2,526	2,400	2,458	2,355	2,446	-	
50-20-6725	DUES & MEMBERSHIP FEES	4,611	4,000	6,509	3,500	5,477	2,204	4,730	5,000	
50-20-6730	VEHICLE EXPENSE	63	1,500	234	1,500	827	6,817	2,626	500	
50-20-6740	ELECTION EXPENSE	4,518	6,000	3,667	6,000	3,495	1,215	2,793	4,500	
50-20-6750	PUBLIC NOTICE/PRINTING	2,427	2,500	2,891	2,500	0	2,576	1,822	2,500	
50-20-6770	INSURANCE-LIAB, PROP, WK COMP	107,969	67,000	63,019	56,000	52,828	57,067	57,638	111,368	INSURANCE INCREASED SUBSTANTIALLY IN ADDITION TO TWIA
50-20-6800	VEHICLE STIPEND	1,939	2,400	0	0	0	0	-	4,800	
50-20-6801	CELL PHONE STIPEND	637	360	0	0	0	0	-	720	
50-20-6810	MAYOR & COUNCIL	2,258	2,500	3,106	2,800	1,758	2,642	2,502	4,300	\$150/MO MAYOR, \$2K TRAINING, \$500 MEALS
50-20-6820	AUDITOR	15,000	15,000	20,350	15,000	14,000	12,500	15,617	13,500	
50-20-6830	ATTORNEY RETAINER	15,579	18,695	18,695	18,695	16,853	16,995	17,514	18,695	
50-20-6850	BRAZ CTY TAX APPRAISAL BOARD	8,128	6,900	9,551	7,132	6,919	6,778	7,750	8,800	PAYING \$2194.25/QTR
50-20-6860	COMMUNITY OUTREACH	774	0	0	0	0	0	-	-	
50-20-6890	MISCELLANEOUS	890	1,000	12,607	1,000	26,349	7,369	15,442	1,000	
50-20-6891	EQUIPMENT PURCHASES	522	2,500	488	2,500	0	0	163	3,000	
50-20-6892	HOLIDAY AND EVENT PLAN/DECOR	3,601	2,500	64	2,500	0	0	21	1,800	HOSTED BCCA AND WILL BE REIMBRSD \$1400
50-20-6895	DRUG TESTING	569	1,500	441	1,500	875	652	656	500	
50-20-6896	TRAINING	5,930	6,000	2,802	3,000	259	1,634	1,565	6,000	KW CGFO, KS MMC, BA CCCI, LK CE's & TRAVEL INCLUDES FUND VIEW, CIVIC PLUS, CLEARGOV, MAINTENANCE CARE, CTY - LOOKING AT FV AS REPLACEMENT TO MYGOV WHICH COSTS \$19K/YR. SPLIT BETWEEN GF & EF
50-20-6897	SOFTWARE	19,475	22,270	14,963	16,320	16,320	14,960	15,414	29,600	
50-20-6898	RECORDS RETENTION	2,101	900	169	1,000	948	840	652	2,200	
50-20-6899	COMPUTER UPDATE	0	250	141	250	92	388	207	-	
50-20-6900	TRANSFER TO RESERVE AND RESTRI	0	0	0	0	73,309	0	24,436	-	
50-20-7000	CAP OUTLAY / MISC REVENUE	0	0	537	0	0	14,867	5,135	-	
50-20-7002	CAPT. OUTLAY BUILDING PERMITS	0	0	0	0	0	21,880	7,293	-	
50-20-7003	CAPT OUTLAY/ TEXPOOL RESERVE	0	0	0	0	0	2,940	980	-	
50-11-6540	TRANSFER TO DEBT								141,507	
									928,502	
50-21-6000	STREET DEPT									
50-21-6113	STREETS - WAGES	46,026	32,930	54,713	12,167	30,260	19,662	34,879	55,930	3 EMPLOYEES PARTIALLY FUNDED 50/50
50-21-6125	STREETS - OVERTIME	125	1,647	865	0	1,224	2,755	1,615	3,227	
	STREETS - FICA								4,424	
	STREETS - GROUP HEALTH								17,161	
	STREETS - PROFESSIONAL LIABILITY								1,749	
	STREETS - RETIREMENT								8,849	
	STREETS - UNEMPLOYMENT								365	
	STREETS - LONGEVITY								205	
50-21-6271	STREETS - ELECTRICITY	41,137	47,500	54,683	45,000	50,877	48,064	51,208	38,000	EXPECTED TO BE LESS THAN YEARS PRIOR. NO LONGER SERVICING BENNET OUTLAR
50-21-6411	STREETS - LIMESTONE	4,574	6,000	10,786	4,000	8,669	6,021	8,492	6,000	
50-21-6412	STREETS - PRE MIX ASPHALT	10,585	15,500	13,235	15,500	9,812	16,770	13,272	15,500	
50-21-6413	STREETS - SIGNS & POSTS	(60)	2,500	1,019	4,500	0	3,254	1,424	5,000	SEVERAL MISSING STREET SIGNS. FY24 GOAL TO ORDER AND INSTALL MISSING SIGNAGE

ACCOUNT NO.	ACCOUNT NAME	YTD ACTUAL FY 23 AS OF 7/26	APPROVED FY 23 BUDGET	FY 22 ACTUAL	FY 22 APPROVED BUDGET	FY 21 ACTUAL	FY 20 ACTUAL	AVERAGE LAST 3 YEARS	FY 24 PRELIM BUDGET	NOTES
50-21-6414	STREETS - STREET WORK	21,338	16,000	26,921	10,000	18,671	12,012	19,201	17,500	
50-21-6416	STREETS - SIDEWALK PROJECT	0	0	0	0	6	9,599	3,202	-	
50-21-6417	STREETS - FLAGS	674	700	230	700	266	1,050	515	300	REPLACEMENTS AS NEEDED
50-21-6418	STREETS - TREE TRIMMING	(56)	500	1,556	500	1,770	400	1,242	500	
50-21-6711	STREETS - GASOLINE, DIESEL	9,718	9,200	16,049	7,500	12,766	8,162	12,325	9,500	
50-21-6730	STREETS - VEHICLE EXPENSE	269	1,800	2,061	7,000	1,318	2,257	1,879	13,000	ENTERPRISE LEASE, 1 VEHICLE
50-21-6890	STREETS - MISCELLANEOUS	340	1,000	5,294	1,000	5,577	1,040	3,970	500	
									197,708	
50-22-6000	DRAINAGE DEPT									
50-22-6113	DRAINAGE - WAGES	19,275	20,131	37,485	30,059	13,728	4,006	18,406	21,362	1 EMPLOYEE FUNDED 50%. PERSONNEL COSTS BUDGETED ELSWHERE IN PRIOR YEARS.
50-22-6125	DRAINAGE - OVERTIME	87	2,013	861	0	1,806	1,334	1,334	1,232	
50-22-6141	DRAINAGE - FICA								1,783	
50-22-6142	DRAINAGE - HEALTH INS								5,720	
50-22-6143	DRAINAGE- WORKERS COMP INS								705	
50-22-6144	DRAINAGE - RETIREMENT								3,566	
50-22-6145	DRAINAGE - TWC INSP								122	
50-22-6146	DRAINAGE - LONGEVITY								180	
50-22-6420	DRAINAGE- CULVERTS	0	0	0	0	0	0	-	-	
50-22-6422	DRAINAGE - WEED SPRAY	0	0	0	0	0	0	-	500	
50-22-6730	DRAINAGE - VEHICLE EXPENSE	0	500	234	2,500	0	98	111	13,000	ENTERPRISE LEASE
50-22-6890	DRAINAGE - MISCELLANEOUS	0	0	150	0	68	0	73	-	
50-22-6891	DRAINAGE PROJECT	1,202	0	9,154	0	6,547	1,780	5,827	2,000	
									50,169	
50-23-6000	GARBAGE DEPT									
50-23-6280	GARBAGE - GB & HEAVY TRASH	325,688	375,000	436,829	372,000	369,286	385,831	397,315	384,000	*AVERAGE ABOUT \$32K/MONTH
50-23-6431	GARBAGE - GARBAGE BAGS	4,222	4,500	4,513	4,500	5,377	3,800	4,563	4,800	
									388,800	
50-24-6000	POLICE DEPT									
50-24-6119	POL CHIEF CELL PHONE STIPEND	471	0	0	0	0	0		720	
50-24-6121	POLICE - CHIEF SALARY	58,434	70,953	69,577	68,706	50,815	69,542	63,312	73,791	
	POLICE - SGT WAGES								55,058	
50-24-6123	POLICE - OFFICER WAGES	340,818	379,705	392,154	374,662	316,217	323,547	343,972	337,388	1 ADDITIONAL PATROL OFC \$50,035.44
50-24-6124	POLICE - SECRETARY WAGES	0	0	4,400	0	0	10,771	5,057	40,517	
50-24-6125	POLICE - OVERTIME	29,096	31,316	8,248	29,415	30,529	14,759	17,845	26,999	
50-24-6126	POLICE - INCENTIVE PAY								-	
50-24-6141	POLICE - FICA	33,252	37,332	37,687	36,553	31,414	32,024	33,709	46,485	1 ADDL OFC REQUESTED
50-24-6142	POLICE - GRP HEALTH INSURANCE	86,632	102,967	77,467	94,635	49,856	74,276	67,200	114,407	1 ADDL OFC REQUESTED
										WORKERS COMP AMOUNTS INCREASED 16% ON AVE IN TX
50-24-6143	POLICE - WORKERS COMPENSATION	11,566	19,538	17,918	19,359	19,615	25,491	21,008	15,304	
50-24-6144	POLICE - RETIREMENT	67,560	75,677	73,150	75,866	68,431	73,046	71,543	92,952	1 ADDL OFC REQUESTED, INCENTIVE PAY IMPACT IS \$1740
50-24-6145	POLICE - UNEMPLOYMENT	85	1,863	807	1,863	3,236	1,277	1,774	2,227	
50-24-6146	POLICE - LONGEVITY PAY	6,210	6,030	0	5,040	6,193	0	2,064	3,360	RETIREMENT OF TENURED EMPLOYEE IN FY23
50-24-6147	POLICE - PROFESSIONAL LIAB INS	2,744	4,594	5,194	4,594	3,560	4,439	4,398	2,227	
50-24-6271	POLICE - ELECTRICITY	3,843	4,200	4,711	4,200	3,848	4,419	4,326	4,800	
50-24-6272	POLICE - TELEPHONE	11,461	12,000	15,783	12,000	12,698	15,837	14,773	12,000	
50-24-6276	POLICE - INTERNET	2,252	2,400	3,768	2,400	3,561	2,162	3,163	3,000	
50-24-6277	POLICE - COMPUTER IT	8,331	8,000	18,650	35,982	3,844	300	7,598	8,300	

GENERAL FUND

Item 5.

ACCOUNT NO.	ACCOUNT NAME	YTD ACTUAL FY 23 AS OF 7/26	APPROVED FY 23 BUDGET	FY 22 ACTUAL	FY 22 APPROVED BUDGET	FY 21 ACTUAL	FY 20 ACTUAL	AVERAGE LAST 3 YEARS	FY 24 PRELIM BUDGET	NOTES
50-24-6311	POLICE - OFFICE SUPPLIES	2,422	3,000	6,134	3,000	1,955	2,734	3,608	3,000	
50-24-6312	POLICE - POSTAGE	850	600	421	600	249	623	431	900	
50-24-6321	POLICE - FIRING RANGE SUPPLIES	142	2,000	796	1,500	519	1,039	785	2,000	
50-24-6322	POLICE - INVESTIGATIVE SUPPLY	501	1,700	439	1,700	498	1,387	775	1,500	
50-24-6325	POLICE - EVIDENCE ROOM SUPPLY	2,523	2,700	3,246	2,700	2,400	2,400	2,682	2,500	
50-24-6442	POLICE - TRAINING	4,160	3,700	2,563	3,700	3,907	3,828	3,433	2,500	
50-24-6444	POLICE - TIRES	3,343	0	636	5,000	985	472	698	2,500	
50-24-6445	POLICE - RADIO REPAIRS	3,060	1,800	3,192	1,800	0	2,100	1,764	3,600	
50-24-6450	POLICE - TICKET WRITERS	0	700	1,025	700	0	0	342	500	
50-24-6510	POLICE - PRINCIPAL AXON	0	0	15,000	0	0	0	5,000	9,800	
50-24-6620	POLICE - COMPUTERS	0	2,500	0	2,500	0	14,041	4,680	2,500	
50-24-6711	POLICE - GASOLINE, DIESEL	15,535	15,000	29,440	0	20,157	2,126	17,241	18,000	
50-24-6714	POLICE - OFFICE MAINTENANCE	9,208	10,000	10,302	5,000	1,350	1,318	4,324	8,000	
50-24-6725	POLICE - MEMBSHPS&PERIODICALS	8,239	6,000	9,390	6,000	5,361	3,764	6,172	6,000	
50-24-6730	POLICE - VEHICLE EXPENSE	10,558	5,000	21,066	0	8,835	23,136	17,679	10,000	
50-24-6760	POLICE - UNIFORM EXPENSE	4,064	3,800	5,211	3,800	4,078	3,157	4,149	3,500	
50-24-6777	POLICE - COPIER MACHINE LEASE	1,342	1,800	1,391	1,800	1,632	0	1,008	1,800	
50-24-6792	POLICE - K-9 EXPENSE	0	0	0	0	0	0	-	5,000	
50-24-6860	CODE ENFORCEMENT COMPLIANCE	750	0	0	0	0	0	-	1,000	
50-24-6865	POLICE - PUBLIC SERV PROGRAMS	228	800	0	800	354	1,425	593	2,000	
50-24-6890	POLICE - MISCELLANEOUS	716	2,000	5,800	2,000	20,868	3,773	10,147	1,500	
			819,677						927,635	
50-29-6000	HUMANE DEPT									*MOVED UNDER PD FROM PUBLIC WORKS
50-29-6113	HUMANE - ACO WAGE	12,758	18,847	18,903	19,324	17,201	36,936	24,347	39,197	
50-24-6141	HUMANE - FICA								3,159	
50-24-6142	HUMANE - GRP HEALTH INSURANCE								11,441	
50-24-6143	HUMANE - WORKERS COMPENSATION								1,780	
50-24-6144	HUMANE- RETIREMENT								6,352	
50-24-6145	HUMANE - UNEMPLOYMENT								243	
50-29-6146	HUMANE - LONGEVITY								960	
50-29-6125	HUMANE - OVERTIME	872	1,885	748	1,932	592	846	729	779	
50-29-6318	HUMANE - FOOD & MISC EQUIP	667	500	1,111	500	514	356	661	1,000	
50-29-6481	HUMANE - POUND MAINTENANCE	561	400	105	500	415	286	269	800	
50-29-6890	HUMANE - MISCELLANEOUS	55	100	0	250	54	44	33	300	
									66,011	
50-25-6000	FIRE DEPT									CHIEF BARTON'S COMMENTS
50-25-6143	FIRE - WORKERS COMPENSATION	896	1,000	1,449	1,000	1,529	1,843	1,607	1,000	
50-25-6148	FIRE - STATE CONVENTION	0	2,000	1,977	2,000	735	0	904	2,000	
50-25-6151	FIRE - TRAINING SCHOOLS	6,092	14,000	7,057	7,000	4,830	3,074	4,987	12,000	
50-25-6152	FIRE - PENSION	6,510	9,000	7,440	9,000	10,272	5,040	7,584	11,000	
50-25-6271	FIRE - ELECTRICITY	3,650	3,600	4,699	3,600	3,467	3,865	4,010	3,600	
50-25-6272	FIRE - TELEPHONE	1,945	2,400	3,290	2,400	2,869	2,362	2,840	2,400	
50-25-6273	FIRE - INTERNET	1,581	2,000	0	0	0	0	-	2,000	
50-25-6311	FIRE - OFFICE SUPPLIES	957	1,000	759	1,000	1,613	1,002	1,125	2,000	
50-25-6340	FIRE - BUILDING MAINTENANCE	2,750	6,700	3,084	3,000	3,590	2,414	3,029	5,700	
50-25-6445	FIRE - RADIO/PAGER/REPR/REPLMT	2,000	2,000	6,611	5,600	1,095	3,925	3,877	2,000	
50-25-6452	FIRE - MEMBER/PUBLIC EDUCATION	0	350	318	350	346	250	305	350	
50-25-6453	FIRE - BUNKER GEAR/REPR REPLMT	1,275	5,000	7,000	7,000	4,232	3,748	4,993	7,000	MAJOR PRICE INCREASE
50-25-6510	FIRE - PRINCIPAL 1ST NAT BANK	5,396	6,539	6,375	6,539	6,610	6,487	6,491	6,540	

GENERAL FUND

Item 5.

ACCOUNT NO.	ACCOUNT NAME	YTD ACTUAL FY 23 AS OF 7/26	APPROVED FY 23 BUDGET	FY 22 ACTUAL	FY 22 APPROVED BUDGET	FY 21 ACTUAL	FY 20 ACTUAL	AVERAGE LAST 3 YEARS	FY 24 PRELIM BUDGET	NOTES
50-25-6511	FIRE - INTEREST 1ST NAT BANK	149	65	365	813	742	865	657	813	
50-25-6611	FIRE - CAPT OUTLAY/ DONATIONS	0	813	8,009	0	0	11,106	6,372	-	
50-25-6620	FIRE - TRAINING FIELD	0	0	4,000	4,000	3,935	0	2,645	-	
50-25-6630	FIRE - BUILDING UPGRADE	0	0	0	0	0	0	-	-	
50-25-6635	FIRE - ISO EQUIPMENT	0	0	0	0	-4,117	0	(1,372)	2,000	NEED MORE SCBA BOTTLES
50-25-6640	FIRE - STATION 2	0	0	3,270	3,700	0	5,396	2,888	-	
50-25-6641	FIRE - COMPUTERS	0	0	0	0	0	260	87	-	
50-25-6711	FIRE - GASOLINE, OIL, ETC.	4,884	7,500	4,668	4,500	5,756	4,581	5,002	7,500	
50-25-6714	FIRE - OFFICE MAINTENANCE	408	500	1,549	500	1,746	1,982	1,759	500	
50-25-6715	FIRE - FIRE FIELD MAINTENANCE	0	0	0	0	0	0	-	-	
50-25-6725	FIRE - DUES, MEMBRSH, PERIODI	1,134	2,500	2,477	2,500	2,016	0	1,497	2,500	
50-25-6730	FIRE - VEHICLE EXPENSE	4,436	5,000	3,542	3,600	3,907	1,152	2,867	2,500	ONLY 1 VEHICLE
50-25-6890	FIRE - MISCELLANEOUS	247	500	490	500	3,394	683	1,522	500	
50-25-6892	FIRE - FIRE EQUIPMENT	872	2,000	3,166	2,000	1,964	2,150	2,427	2,000	
50-25-6893	FIRE - INSTALLATION BANQUET	3,002	3,000	2,777	3,000	2,913	0	1,897	3,000	
50-25-6894	FIRE - EQUIPMENT	0	0	0	0	0	1,898	633	-	
50-25-6895	FIRE - T-MOBILE	1,596	2,200	2,698	2,000	2,240	4,192	3,043	2,200	
50-25-6896	FIRE - CAPT OUTLAY / LADDER TR	0	0	0	0	0	0	-	-	
									81,103	
50-26-6000	MUNICIPAL COURT									
50-26-6131	COURT - JUDGE'S SALARY	6,975	9,300	9,300	9,300	9,582	9,108	9,330	9,300	
50-26-6132	COURT- COURT CLERK SALARY	28,389	35,473	41,331	37,574	31,803	16,983	30,039	40,019	
50-26-6141	COURT- FICA	2,192	2,723	3,259	2,948	2,561	1,299	2,373	3,055	
50-26-6142	COURT- GRP HEALTH INSURANCE	7,694	11,441	10,568	10,515	5,714	5,509	7,264	11,441	
50-26-6143	COURT - WORKERS COMP	36	146	0	158	0	0	-	110	
50-26-6144	COURT- RETIREMENT	2,020	6,224	0	6,118	0	0	-	6,112	
50-26-6145	COURT- UNEMPLOYEMENT	0	207	0	207	252	72	108	243	
50-26-6146	COURT- LONGEVITY PAY	120	120	0	960	912	0	304	90	
50-26-6311	COURT - OFFICE SUPPLIES	31	250	0	250	220	90	103	100	
50-26-6312	COURT - POSTAGE	182	100	52	100	305	0	119	150	
50-26-6461	COURT - SEMINAR/JUDGE	0	250	200	250	150	520	290	250	
50-26-6462	COURT - SEMINAR/CLERK	350	250	0	250	50	150	67	350	
50-26-6463	COURT - JUROR FEES	0	200	0	200	36	60	32	200	
50-26-6464	COURT - ATTORNEY RETAINER	4,125	4,950	4,950	4,950	4,478	4,326	4,585	4,950	
50-26-6465	COURT - STATE TAX	25,787	0	30,193	23,000	31,720	26,302	29,405	25,000	
50-26-6466	COURT - JAIL EXPENSE	0	1,000	0	1,000	674	962	545	500	
50-26-6467	COURT - LEVEL II CLERK CERTIFI	0	0	0	0	0	0	-	-	
50-26-6620	COURT - COMP UPDATE/SOFTWARE	3,920	0	2,712	0	0	3,475	2,062	2,500	
50-26-6725	COURT - MEMBRSH & PERIODICALS	0	225	0	225	150	150	100	200	
50-26-6730	COURT - VEHICLE EXPENSE	385	500	0	500	0	0	-	500	
50-26-6870	COURT TECHNOLOGY	230	0	146	0	0	0	49	-	
50-26-6880	COURT SECURITY	0	0	2,794	0	0	0	931	-	
50-26-6890	COURT - MISCELLANEOUS	0	0	368	0	3,106	1,010	1,495	-	
									105,070	
50-27-6000	LIBRARY									
50-27-6271	ELECTRICITY	5,275	8,400	8,311	8,400	5,813	7,183	7,102	5,000	LIBRARY & CC SPLIT INTO DIFFERENT DEPTS
50-27-6272	TELEPHONE	2,741	4,500	6,258	4,500	4,383	4,362	5,001	4,000	
50-27-6275	JANITORIAL SERVICE	7,015	5,100	3,685	5,100	2,805	3,843	3,444	4,000	
50-27-6340	JANITORIAL SUPPLIES	310	500	1,086	500	310	345	580	300	

GENERAL FUND

Item 5.

ACCOUNT NO.	ACCOUNT NAME	YTD ACTUAL FY 23 AS OF 7/26	APPROVED FY 23 BUDGET	FY 22 ACTUAL	FY 22 APPROVED BUDGET	FY 21 ACTUAL	FY 20 ACTUAL	AVERAGE LAST 3 YEARS	FY 24 PRELIM BUDGET	NOTES
50-27-6473	MCNAUGHTON BOOK PLAN	2,500	4,258	0	4,258	8,430	4,258	4,229	-	
50-27-6840	BUILDING MAINTENANCE/REPAIRS	744	1,200	1,786	1,200	626	208	873	2,000	
50-27-6841	LIBRARY REPAIRS	257	500	1,340	500	22	865	742	-	
50-27-6890	MISCELLANEOUS	223	750	757	750	1,011	569	779	300	
									<u>15,600</u>	
50-33-6000	COMMUNITY C E N T E R									
50-33-6271	ELECTRICITY	5,275	8,400	8,311	8,400	5,813	7,183	7,102	4,500	
50-33-6272	TELEPHONE	2,741	4,500	6,258	4,500	4,383	4,362	5,001	3,500	
50-33-6275	JANITORIAL SERVICE	7,015	5,100	3,685	5,100	2,805	3,843	3,444	4,000	
50-33-6340	JANITORIAL SUPPLIES	310	500	1,086	500	310	345	580	300	
50-33-6840	COMMUNITY CENTER REPAIRS	744	1,200	1,786	1,200	626	208	873	3,000	
50-33-6850	CAPT OUTLAY	0	0	0	0	0	0	-	-	
50-33-6890	MISCELLANEOUS	223	750	757	750	1,011	569	779	500	
								<u>17,781</u>	<u>15,800</u>	
										*WAGE WAS ONLY PEOPLE COST BUDGETED HERE IN YEARS PRIOR.
50-28-6113	PARKS WAGES	61,648.42	61,118	62,528	74,074	77,512	75,079	71,706	52,782	1.5 EMPLOYEES FUNDED
50-28-6125	OVERTIME	3,135.57	6,112	5,803	4,401	3,963	2,108	3,958	1,714	
50-28-6141	PARKS - FICA								4,037	
50-28-6142	PARKS - GRP HEALTH INSURANCE								17,161	
50-28-6143	PARKS - WORKERS COMP								1,955	
50-28-6144	PARKS - RETIREMENT								8,075	
50-28-6145	PARKS- UNEMPLOYEMENT								365	
	PARKS - LONGEVITY PAY								150	
50-28-6311	PARKS - SUPPLIES	6,747.76	2,200	8,102	2,500	2,129	1,863	4,031	3,000	
50-28-6271	ELECTRICITY	9,005.61	8,500	17,354	5,000	9,022	6,906	11,094	9,500	
50-28-6423	LAW MOVER REPAIRS	60.05							-	
50-28-6715	EQUIPMENT PURCHASE	0	25,000	1,819	2,000	6,519	4,704	4,347	2,000	
50-28-6717	PARK MAINTENANCE	1,076.51	4,200	2,048	1,000	2,502	3,139	2,563	2,500	
50-28-6730	PARKS - VEHICLE EXPENSE	147.67	3,500	1,220	3,000	0	1,830	1,017	6,000	ENTERPRISE LEASE
NUMBER	PARKS - SPECIAL EVENTS	0	0	0	0	0	0	-	300	PORTA CAN SERVICE & OTHER SUPPORT ACTIVITIES
50-28-6890	PARKS - MISCELLANEOUS	1,105.04	900	1,233	900	2,817	1,597	1,882	500	
								<u>100,599</u>	<u>110,038</u>	
50-30-6000	EMERGENCY MANGMT									
50-30-6116	EMERG MNGMT - COORDINATOR	1,200	2,400	2,400	2,400	2,400	2,560	2,453	2,400	
50-30-6141	EMERG MNGMT - FICA	0	0	0	0	0	0	-	-	
50-30-6145	EMERG MNGMT - UNEMPLOYMENT	0	0	0	0	0	0	-	-	
50-30-6148	EMERG MNGMT - CONVENTION	0	1,000	0	0	0	0	-	-	
50-30-6271	EMERG MNGMT - ELECTRICITY	2,552	3,200	4,287	2,600	3,451	3,626	3,788	1,000	
50-30-6272	EMERG MNGMT - TELEPHONE	824	4,000	5,606	3,200	3,762	3,763	4,377	2,000	
50-30-6273	EMERG MNGMT - INTERNET	1,560	1,800	1,888	1,500	1,951	1,767	1,869	2,000	
50-30-6311	EMERG MNGMT - OFFICE SUPPLIES	112	100	326	250	86	22	144	300	
50-30-6312	EMERG MNGMT - POSTAGE	0	100	0	100	0	0	-	-	
50-30-6313	EMERG MNGMT - HURRICANE BROUCH	0	1,100	1,005	800	0	852	619	-	
50-30-6492	EMERG MNGMT - CONFERENCE	0	0	0	0	0	0	-	-	
50-30-6641	EMERG MNGMT - EOC GENERATOR	0	0	0	0	0	0	-	-	THIS MAY BE PAID OUT OF FY23 FUNDS, DEPENDING ON WHEN TDEM FUNDS.
50-30-6714	EMERG MNGMT - BUILD MAINT	720	6,000	1,683	5,000	1,170	5,816	2,890	1,500	

GENERAL FUND

Item 5.

ACCOUNT NO.	ACCOUNT NAME	YTD ACTUAL FY 23 AS OF 7/26	APPROVED FY 23 BUDGET	FY 22 ACTUAL	FY 22 APPROVED BUDGET	FY 21 ACTUAL	FY 20 ACTUAL	AVERAGE LAST 3 YEARS	FY 24 PRELIM BUDGET	NOTES
									9,200	
50-31-6000	FIRE MARSHAL									
50-31-6116	FIRE MARSHAL	4,500	6,000	6,000	6,000	6,000	6,000	6,000	6,000	
50-31-6143	WORKERS COMPENSATION	0	30	0	30	0	0	-	130	
50-31-6146	FIRE MARSHAL EXPENSE	0	500	0	1,000	1,395	133	509	500	
50-31-6148	STATE CONVENTION	0	2,000	0	2,000	0	0	-	-	
50-31-6452	INSPECTIONS, PREVENTION	0	750	709	750	2,303	0	1,004	500	
50-31-6453	FIRE INVESTIGATIONS	0	550	0	550	0	0	-	-	
50-31-6620	COMPUTER PURCHASE (EOC)	0	1,000	0	1,000	0	0	-	-	
50-31-6730	VEHICLE EXPENSE	0	1,000	0	1,000	0	0	-	500	
									<u>7,630</u>	
	SENIORS BUILDING									
50-32-6271	SRS BUILDING - ELECTRICITY	2,490.41	3,100	3,894	3,100	2,897	2,961	3,251	3,000	
50-32-6272	SRS BUILDING - TELEPHONE	859.21	975	1,205	875	1,051	894	1,050	900	
50-32-6273	SRS BUILDING - JANITORIAL SERV	3,480.00	3,000	4,120	5,200	4,880	1,710	3,570	3,500	
50-32-6340	SRS BUILDING - JANITORIAL SUPP	207.33	250	228	250	368	27	208	250	
50-32-6714	SRS BUILDING - MAINTENANCE	1,313.04	5,000	543	500	637	24	402	2,448	
50-32-6890	SRS BUILDING - MISCELLANEOUS	0.00	100	0	250	10	30	13	100	
			<u>12,425</u>						<u>10,198</u>	
	TRANSFERS OUT									
	TOTAL EXPENSES	<u>2,346,596</u>	<u>3,101,955</u>	<u>3,027,489</u>	<u>2,204,331</u>	<u>2,072,235</u>	<u>2,060,952</u>		<u>2,913,465</u>	

TRANSFER TO CIP 55,331



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

Personal Information:

Name: Dr. Leal

Mailing Address: _____

Physical Address: same

Email(s): _____

Phone(s): _____

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

I would like to request permission and get approval from the city to host my annual Dr. Leal's Halloween in the Park on Saturday Oct.28, 7-9pm
We will have usual entertainment, games, carnival like games from varius participants, free candy, hayrides. We ask for help with porta poties , trash cans, We wish to have the gazebo park for the event. I will ask fire department for fire truck ridesWe expect around 2000 kids. We ask for spraying for ants and mosquitoe prior to event. We ask for electicity to be turned on. We ask for help from police department

Signature: Dr. Enrique Leal Digitally signed by Dr. Enrique Leal
Date: 2023.08.07 11:15:04 -0500 Date: 8/7/23

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

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



AGENDA MEMO

Business of the City Council

City of Sweeny, Texas

Meeting Date	08/15/2023	Agenda Item	
Approved by City Manager		Presenter(s)	Kaydi Smith
Reviewed by City Attorney		Department	Developmental Services
Subject	Discussion/ Possible Action to a Variance Request Received; 610 Walnut		
Attachments	Agenda Request, 610Walnut01 (pics), 610Walnut02 (original pool specs)		
Financial Information	Expenditure Required:		
	Amount Budgeted:		
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

Property owner of 610 Walnut is requesting a variance to the 5' Zoning Setback to add a screen enclosure around the existing inground swimming pool. Pool enclosure is expected to be at approximately 2 feet off of the property line if approved, within existing privacy fence. Original pool plans are enclosed in packet from initial construction in late 2021/ early 2022.

Sec. 110-69. R-2, single-family residence.

The following regulations shall be applicable to the R-2, single-family residence, zoning district:

- (1) *Description and purpose:* A medium-density zone composed primarily of individual homes.
- (2) *Permitted use:* One-family dwelling.
- (3) *Maximum percentage of lot to be used for buildings:* Thirty-five (35) percent.
- (4) *Minimum living area for houses:* One thousand two hundred (1,200) square feet.
- (5) *Maximum height of buildings:* Two and one-half (2 1/2) stories or thirty-five (35) feet.
- (6) *Minimum lot area:* Eight thousand four hundred (8,400) square feet.
- (7) *Minimum frontage of lot:* Sixty (60) feet for all area platted prior to Zoning Ordinance, seventy (70) feet for all areas platted subsequent to Zoning Ordinance.
- (8) *Minimum lot depth:* One hundred twenty (120) feet.
- (9) *Minimum yard setback:*
 - a. Front, twenty-five (25) feet.
 - b. Side, fifteen (15) feet total for both sides, no less than five (5) feet on any one side.
 - c. Rear, fifteen (15) feet.
 - d. Side street, fifteen (15) feet.
- (10) *Permitted accessory use:* Garden, tool, and playhouses, personal recreation facilities.
- (11) *Accessory building:*
 - a. No storage, garden, tool or playhouses shall be used as a garage.
 - b. Garages shall meet all the setback requirements as required for the principal building.
 - c. No garage shall exit out the back of the lot.
 - d. Maximum height, twenty (20) feet.
 - e. Maximum setback:
 - 1. Side, five (5) feet.
 - 2. Rear, five (5) feet.
 - 3. Front, to front of house Front to front of home (garage / carport can extend beyond front of home as long as meets set back requirements of the principal building)
 - f. Maximum size for storage buildings, garden, tool, and playhouses, 8% of lot size. Limited to 3 buildings.

Recommended Action

Council Discretion to approve/deny variance requested to the 5' setback requirement at 610 Walnut.



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: Gary Lindsey

Mailing Address: 610 WALNUT STREET, SWEENEY, TX

Physical Address: 610 WALNUT STREET, SWEENEY, TX

Email(s): [REDACTED]

Phone(s): [REDACTED]

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

REQUEST VARIANCE FROM 5' setback TO
 INSTALL A SCREENED ENCLOSURE FOR SWIMMING
 POOL.

Signature: *Max Rinsky* Date: 7/28/2023

Requests must be received by the City Manager and are due back by Close of Business (COB) on the 8th 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.

Recvd 7/28/23 9AM - K/S

610 Walnut Pool

Item 7.

REVISIONS
10/14/21 email

Revised to meet
Setbacks

PAGE 1 OF 2

BUYER: **TOWEL DOWN CONCRETE** SHALL LEAVE TWICE DAILY FOR SEVEN DAYS.

VACUUM LINE TO POOL

VACUUM KIT

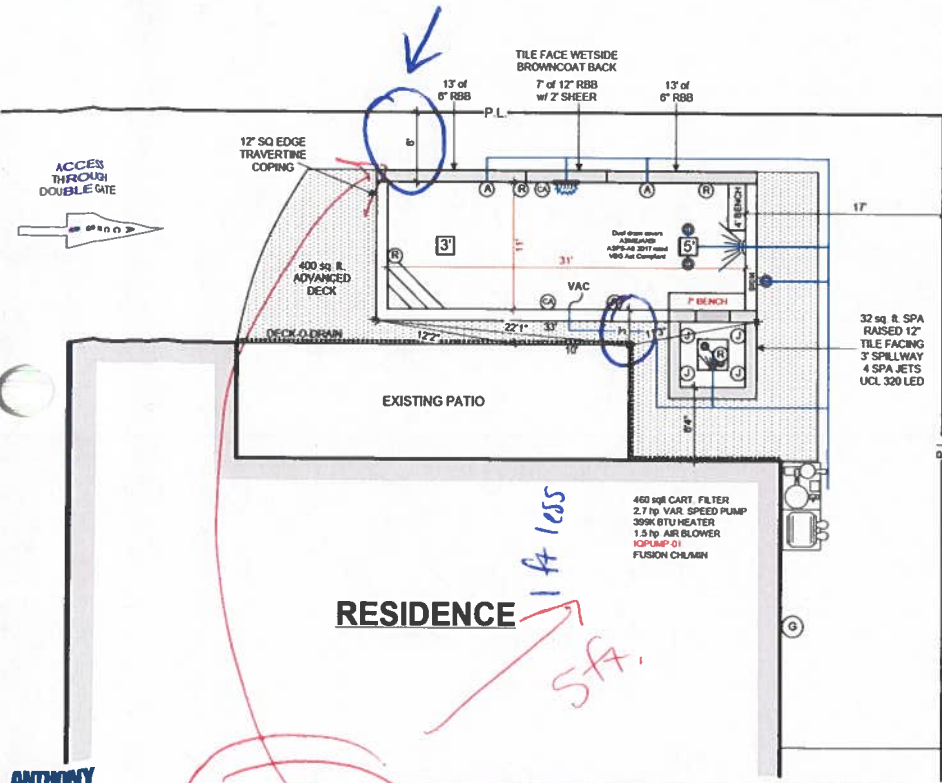
MANUAL FILL LINE

A&S WHITE MINI PEBBLE

NO STORM WATER WILL FLOW TO NEIGHBORS PROPERTY

All Gates to be self closing and self latching

B.M. & T.O.F. T.B.D. BY P.M. @ L.O.



Category	Item	Quantity	Unit	Notes
ELECTRICAL	MAIN ELECTRIC RUN	1	FT	
	LIGHT RUN TOTAL	1	FT	
	CONDUIT	1	FT	
	WIRE	1	FT	
	SWITCHES	1	EA	
	OUTLETS	1	EA	
	PLUMBING	1	FT	
	SKIMMER LINE	2	FT	
	RETURNS	1.5	FT	
	POOL CLEANER	1.5	FT	
MECHANICAL	SKIMMER	1	EA	
	RETURNS	1.5	EA	
	POOL CLEANER	1.5	EA	
	SPAS	1	EA	
	PUMPS	1	EA	
	FILTERS	1	EA	
	HEATERS	1	EA	
	BLOWERS	1	EA	
	CHLORINATORS	1	EA	
	VACUUM KITS	1	EA	

ANTHONY SYLVAN POOLS
BUILT FOR LIFE
DRAWING SCALE: 1/8" = 1'
Unless otherwise noted
Changes from the agreement are by addendum only, signed by both parties and paid in full at time of affixing signature. No changes will occur prior to signing addendum.

NO.	DATE	DESCRIPTION
1	8.19.21	Initial Draft: Scott Reeves
2	10.7.21	Redraw plan

Brenda Lindsey - homeowner
Anthony + Sylvan Pools - Contractor



AGENDA MEMO

Business of the City Council City of Sweeny, Texas

Meeting Date	08/15/2023	Agenda Item	
Approved by City Manager		Presenter(s)	Clarence Wittwer
Reviewed by City Attorney		Department	
Subject	Discussion/Possible Action on Update to Inframark		
Attachments			
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

General Inframark Operations Update

1) Inframark began operating under an updated emergency services agreement on August 2nd that significantly reduced Inframark operations. Inframark now only operates the Wastewater Treatment Facility. City staff began operation of the lift stations and water treatment system on August 1st, 2023.

2) Per the terms of the Inframark emergency services agreement, Inframark has been notified on 8/14/2023 that August 30th will be their last day to provide services to the City of Sweeny.

2) We have additional applicants for the open water and wastewater operator positions, staff will be working to conduct interviews and hopefully make hiring recommendations before the end of August 2023.

Recommended Action

Update only/Action upon Council discretion



AGENDA MEMO

Business of the City Council

City of Sweeny, Texas

Meeting Date	08/15/2023	Agenda Item	
Approved by City Manager		Presenter(s)	William Huebner
Reviewed by City Attorney		Department	City Engineer
Subject	Discussion/ Possible Action on Water System Solution Presentation and Comprehensive Utilities Master Plan Estimate by City Engineer		
Attachments			
Financial Information	Expenditure Required:		
	Amount Budgeted:		
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

City Engineer will be presenting information, options, and possible solutions to the City’s water system to include rough cost estimates, opinions on feasibility, and results aimed to address the water coloration issues.

Additionally, he will present an estimate to conduct a comprehensive utility study and master plan. This study would be to address the water, sewer, and gas system conditions, needs, and capacities. Often utility master plans are a requirement to receive grant funding or other special financing through Texas Water Development Board.

Recommended Action

Council Discretion

From: [Huebner, William](#)
Sent: Friday, August 11, 2023 10:41 AM
To: [Lindsay Koskiniemi](#)
Cc: [Clarence Wittwer](#); [Kaydi Smith](#)
Subject: City of Sweeny Master Plan

We appreciate the opportunity to assist the City of Sweeny in preparing a master plan for the City's water, wastewater and natural gas system. I have prepared below, a list of scope items and costs for you and the Council to consider.

Basic Scope

Water

1. Review existing records including water usage, distribution system mapping, existing infrastructure like wells, tanks, pumps and treatment units.
2. Compare existing infrastructure capacities per TCEQ regulations with existing number of connections to determine any shortfalls or surplus.
3. Identify needs for additional capacity based on a 30 year planning period and population projections from sources including Texas Water Development Board and HGAC. Develop cost opinions for the construction of needed improvements.
4. Update mapping based on recent utility improvement projects and other changes known by Staff to create the most up to date mapping for the water system.
5. Identify distribution lines that are in need of replacement, prioritize the list and provide cost opinions of cost for their construction.

Wastewater

1. Evaluate the City's existing WWTP and 5 existing lift stations and provide report on needed improvements. Provide cost opinions for these improvements.
2. Identify needs for additional capacity based on a 30 year planning period and population projections from sources including Texas Water Development Board and HGAC. Develop cost opinions for the construction of needed improvements.
3. Update mapping based on recent utility improvement projects and other changes known by Staff to create the most up to date mapping for the water system.
4. Identify collection system lines that are in need of replacement, prioritize the list and provide opinions of cost for their construction.

Natural Gas System

1. Assist City in doing an audit of their gas distribution system to determine the accuracy of their mapping and identify locations of steel and poly line. May require City Staff to excavate strategic locations to identify line locations, size and type.
2. Evaluate the condition of the City's existing purchasing station, border station and regulator station to identify any needed improvements. Provide opinion of probable cost for these improvements.
3. Update gas system mapping as needed.

Total fee for the Base Bid scope of work would be approximately \$85,000. The following additional services can be added to the scope for the approximate fee listed. Depending on

what is selected, there may be some savings. Each of the following fees are based on it as a stand alone project. For instance, if the GIS and water model are both selected, there are some efficiencies there that should reduce the combined fee since both require GIS work which can be combined. Once the City has decided on the final scope for the project, we will prepare an agreement and adjust the fee as best we can.

-

-

Additional Services

1. Merge AutoCAD, paper and GIS mapping for the water, wastewater and natural gas systems into a single Geographic Information System. Incorporate the City's existing roadway assessment information as an additional layer and include other publicly available layers such as appraisal district parcel information, FEMA flood layers, Lidar elevation mapping, etc. \$15,000
2. Create a water system hydraulic model using WaterGems. Run scenarios for existing system as well as potential improved system with fire demands and other potential development demands to determine low pressure/flow areas in the system. Create a model to allow Public Works to determine flow direction when flushing lines to help improve the cleaning of the distribution system. Identify areas where existing lines need to be increased in size or new lines are needed to connect dead ends to improve fire flows and pressures. Prepare cost opinion for these improvements. \$50,000
3. Provide smoke testing of entire wastewater collection system as well as physical inspection of all manholes (approximately 138,500 LF of pipe and 245 manholes) to determine sources of infiltration and inflow (I/I). Prepare reports, including main line as well as service line leak reports. Service line leak reports can be forwarded by the City to customers to repair leaks on the private side of the system. Use data from report to identify lines and manholes in need of replacement to reduce I/I. Provide cost opinions for these improvements. \$160,000
4. Conduct Water/Wastewater/Gas Utility rate study. Create spreadsheets using City provided customer data to compare current rates to proposed rates and estimate increased revenue. Information from this study will help with estimating impacts on utility rates when paying off debt through loans or other funding programs as required. \$22,000
5. Create a wastewater hydraulic model to evaluate the system's performance during various rainfall events. Includes the use of flow monitoring equipment installed at strategic points along the system to record increased flows during storm events. Identify collection lines that cannot handle rain events and need replacement. Provide cost opinions for these improvements. \$65,000
6. Create a natural gas distribution system model to evaluate the pressures and flow on the system during extreme usage (winter storm or industrial customer) to identify any low pressure areas or flow restrictions. Identify distribution lines that need to be increased in size or additional lines to connect dead ends to improve pressures and flows. Provide cost opinions for these improvements. \$45,000

If you or anyone else have any questions or would like to discuss, please don't hesitate to call. I will plan on being at the Council meeting next Tuesday at 5 to discuss this and the water treatment options. Let me know if the meeting time changes or if you need anything else.

Sincerely,



William Huebner, P.E.

Strand Associates, Inc.® (F-8405)

[REDACTED]

[REDACTED] | www.strand.com

P.E. (TX)

Excellence in Engineering Since 1946.



AGENDA MEMO

Business of the City Council

City of Sweeny, Texas

Meeting Date	08/15/2023	Agenda Item	
Approved by City Manager		Presenter(s)	Administration / Finance
Reviewed by City Attorney		Department	Water/ Finance
Subject	Discussion/ Possible Action on a Budget Amendment to the FY 2022/2023 Budget for the provision of 15 Auto Flushers.		
Attachments	<ul style="list-style-type: none"> • Ferguson Waterworks quote B512575 • Email from sales representative 		
Financial Information	Expenditure Required:	\$50,676.60	
	Amount Budgeted:	\$0	
	Account Number:	50-11-6710	
	Additional Appropriation Required:	\$50,676.60	
	Additional Account Number:	N/A	

Executive Summary

At the Council Meeting on August 01, 2023, City Council wanted additional information on the auto flushers that were proposed for purchase and advised staff to get more detail and an updated quote for the provision of all 15 auto flushers to complete installation of auto flushers on all dead ends at one time.

The quote was obtained for Quantity 15 auto flushers through Ferguson Waterworks, located in Humble, TX through the state approved Buyboard purchasing cooperative. Turnkey pricing for 15 auto flushers is \$50,676.60. Pursuant to Chapter 271 of the Texas Local Government Code, this purchase does not need to be executed through a competitive sealed bid process.

The purchase of 15 auto flushers is proposed to be made from Fund Balance of the Enterprise Fund. The Enterprise Fund is held in 2 different accounts. Account balance information for EF accounts is provided:

- Enterprise Fund account #2566, held by First State Bank Louis – balance: \$156,110 (as of 8/9/2023).
- Enterprise Fund account # 6001, held by Logic Investment – balance: \$629,439 (as of 8/9/2023).

A budget amendment is needed to make this purchase. The lead time to receive the product is 3-4 weeks.

Current Dead-End Mains:



AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

- Azalea St
- Hallie St
- Estelle St
- Estelle St
- Powell St
- North 521
- E Ashley Wil
- Rural Ln
- Rural Ln
- Victory Ln
- Willow St
- N Travis St
- S Travis St
- Fm 1459
- Calvie Brown Rd

Recommended Action

Approve a budget amendment to transfer \$50,676.60 from Enterprise Fund balance to the FY23 budget, account # 50-11-6710 to purchase 15 water auto flushers.



FERGUSON WATERWORKS #2939
 15711 EASTEX FREEWAY
 DELIVERIES MADE ON BENDER ROAD
 HUMBLE, TX 77396-0000
 Phone: 713-675-2211
 Fax: 713-676-0803

Deliver To:
 From: 0
 Comments:

Item 10.

09:23:34 AUG 03 2023

Page 1 of 1

FERGUSON WATERWORKS #1105
 Price Quotation
 Phone: 713-675-2211
 Fax: 713-676-0803

Bid No: B512575
Bid Date: 08/03/23
Quoted By: BXW

Cust Phone: 979-548-3321
Terms: NET 10TH PROX

Customer: CITY OF SWEENEY
 PO BOX 248
 SWEENEY, TX 77480

Ship To: CITY OF SWEENEY
 102 W ASHLEY WILSON RD
 SWEENEY, TX 77480

Cust PO#:

Job Name: AUTO FLUSHER

Item	Description	Quantity	Net Price	UM	Total
	BUY BOARD 706-23 *****				

K9800WC	WARM CLIMATE AUTO FLUSH DEV *Z	15	3378.440	EA	50676.60
Net Total:					\$50676.60
Tax:					\$0.00
Freight:					\$0.00
Total:					\$50676.60

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
 Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=1105&on=39363>

Lindsay Koskiniemi

From: [REDACTED]
Sent: Thursday, August 3, 2023 8:53 AM
To: Lindsay Koskiniemi
Cc: [REDACTED]
Subject: RE: Kupferle Eclipse 9800WC - City of Sweeny - BUY BOARD 706-23
Attachments: 9800WC-Brochure-Standard.pdf; B081569320.pdf

Hi Lindsay,
Please disregard the quotes my previous email. Please refer to attached for the formal quote.
I apologize for the inconvenience.

Ben Widagdo
Sales Support Representative
T : (832)-742-2299
[REDACTED]

Ferguson Waterworks
(Humble store) 15711 Eastex Freeway Humble, TX 77396 | T: (832) 995 4091

From: Lindsay Koskiniemi <citymanager@sweenytx.gov>
Sent: Thursday, August 3, 2023 8:49 AM
To: [REDACTED]
[REDACTED]
Subject: RE: Kupferle Eclipse 9800WC - City of Sweeny - BUY BOARD 706-23

Good Morning, Ben,

Just so I am clear, these two quotes are for the same product, just one is going through BuyBoard?

281-779-5868
Cell - I will be on the road today, so that is the best way to reach me until Monday.

Thanks,
LK

Sent: Thursday, August 3, 2023 8:38 AM
To: Lindsay Koskiniemi <citymanager@sweenytx.gov>
[REDACTED]
Subject: RE: Kupferle Eclipse 9800WC - City of Sweeny - BUY BOARD 706-23

Good morning Lindsay,

Please see attached the quotation for the automatic flushing station #9800WC.
This is available for purchase through a buy board.
The lead time is 3-4 weeks.
It comes with a Bluetooth controller. You can download The HunterNODE-BT app on your phone, and it is a free app.
If you have any questions, please let us know.

Thank you,

Ben Widagdo
Sales Support Representative
T : (832)-742-2299

Ferguson Waterworks
15711 Eastex Freeway Humble, TX 77396 | T: (832) 995 4091

From: Lindsay Koskiniemi <citymanager@sweenytx.gov>
Sent: Wednesday, August 2, 2023 2:20 PM

Subject: Need a Quote

Hi Caleb,

Thanks for taking my call. Can you please provide a quote for 15 of the auto flushers in the attached specs (Kupferle Eclipse 9800WC)?

I am open to other similar models, too.

A few questions:

- Available for purchase through a purchasing cooperative such as HGAC, Choice Partners, or BuyBoard – Yes or No?
- Software ownership – city wants to fully operate system without a services agreement. Is there any required service agreement?
- What is the lead time once order is placed?
- Technology capabilities – able to operate flusher from an app on a smart device?

Thank you,

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

O: (+1) 979-548-3321
Sweeny City Hall | 102 W. Ashley Wilson Rd. | Sweeny, TX 77480

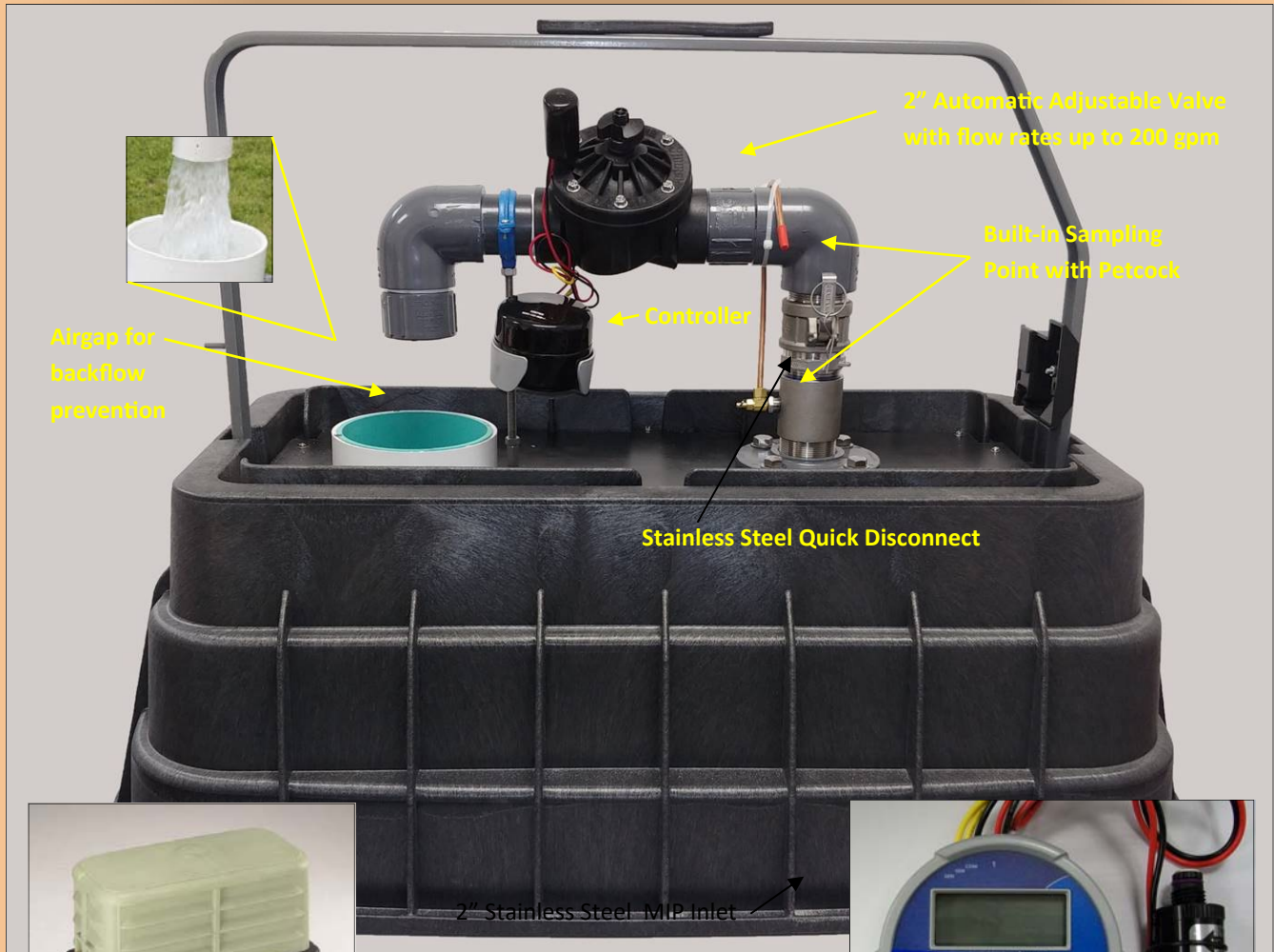




Eclipse #9800WC

Automatic Flushing Station

For Warm Climates



Airgap for backflow prevention

2" Automatic Adjustable Valve with flow rates up to 200 gpm

Built-in Sampling Point with Petcock

Controller

Stainless Steel Quick Disconnect

2" Stainless Steel MIP Inlet



UV Resistant Lockable Enclosure



Digital Controller Allows up to 12 Flushing Cycles per day, up to 6 hours per cycle. Operates on two 9-volt batteries

CONTACT US
www.hydrants.com
1-800-231-3990



All About Kupferle

ECLIPSE™

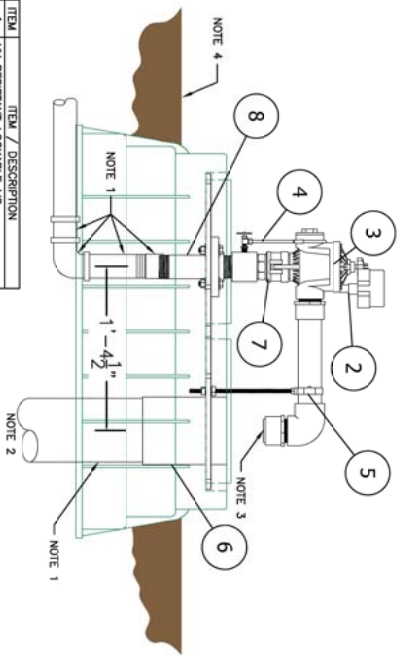
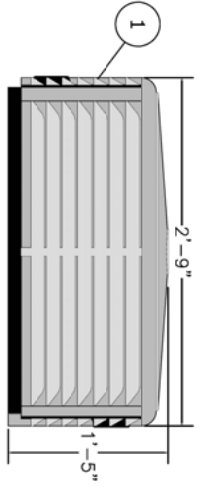


See Product Video at:
www.hydrants.com



Automatically flushes old, aging water from water main dead-ends to improve and maintain water quality, reduce customer complaints and keep water systems in compliance with EPA minimal residual requirements and the Stage II Disinfectant Byproduct Rule.

#9800WC AUTOMATIC FLUSHING DEVICE



ITEM	ITEM / DESCRIPTION
1	UV RESISTANT LOCKABLE LID
2	DC LATCHING SOLENOID
3	2" PSY VALVE
4	SAMPLING VALVE AND LINE
5	2" PIPE CLAMP
6	SEWER PIPE CONNECTION
7	2" S.S. QUICK DISCONNECT
8	6" OF 2" S.S. PIPE

- NOTES:
- 1) PRING BY OWNERS
 - 2) KUPFERLE RECOMMENDS THE INSTALLATION OF A PEE TAP® ON THE DRINK PART OF THE HYDRANT
 - 3) SEE DIFFUSER VIEW FOR ADDITIONAL DETAIL
 - 4) GROUND LINE MAY VARY

A 2" stainless steel M.I.P. inlet shall lead vertically to the bottom of a 2" automatic flushing valve. The flushing valve shall control the flow of water through the hydrant and its diaphragm with the extension and retraction of a DC latching solenoid and have a 150 PSI rating. Each unit shall be furnished with a stand-alone valve controller. The valve controller will not require a second hand-held device for programming. Controller must have minimum of 12 possible flushing cycles per day. Controller shall be submersible to 12 feet, and operate with a 9 volt battery, and have resin-sealed electrical components. The solenoid shall have no loose parts when removed from the valve.

Removal of the 2" valve shall be possible via a pair of above-ground stainless steel quick disconnects to allow for easy maintenance/replacement of all operating part of the hydrant.

Each unit shall have an all stainless steel or brass sampling point located on the hydrant before the 2" flushing valve.

Unit shall have the option of adding a siphone style dechlorination tablet feeder inline with the drain pipe.

Valve assembly shall be housed in a UV-Resistant lockable enclosure with a removable cover.

Unit model # shall be 9800WC as manufactured by Kupperle Foundry Company, St. Louis MO, or approved equal.



1 DISCHARGE NOZZLE
Scale: 6"=1'-0"

#9800WC AUTOMATIC FLUSHING DEVICE TO BE INSTALLED AT THE FOLLOWING LOCATIONS:

DU/AM/YY	ISSUED FOR REFERENCE
DATE	STATUS / REVISION

SHEET 1 OF 1	SCALE 1/2"=1'
9800WC SPEC SHEET	

2511 NORTH 9TH STREET
ST. LOUIS, MO 63102
1-800-231-3990
FAX 314-231-2820
www.hydrants.com



2511 North 9th Street
St. Louis, MO 63102
800-231-3990
www.hydrants.com
info@hydrants.com



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AGENDA MEMO

Business of the City Council

City of Sweeny, Texas

Meeting Date	08/15/2023	Agenda Item	
Approved by City Manager		Presenter(s)	Kaydi Smith
Reviewed by City Attorney		Department	EOC/Administration
Subject	Discussion/ Possible Action to Award the Selection of a Debris Removal & Emergency Services Contractor		
Attachments	Scoring Tabulations; Reviewers Individual Scoresheets; RFP		
Financial Information	Expenditure Required:		
	Amount Budgeted:		
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

In preparation of Hurricane Season and Emergency Management Preparations, the City has posted three Request for Proposals (RFP) to include Disaster Recovery Grant Management and Administration Services, Debris Removal and Emergency Services, & Debris Monitoring Services.

These three contractors would be deployed in the event of an emergency situation and are required to be previously selected thru RFP's for any FEMA/TDEM funding if eligible after reaching the thresholds set.

The Debris Removal & Emergency Services Contractor would be called upon to render services assisting the City of Sweeny with debris removal and emergency management needs. The Contractor would provide expertise, guidance, and operations during and after a disaster event. Term of contract would be for one year with the possibility of two one year extensions.

City recommends DRC Emergency Services, LLC as the Debris Removal and Emergency Services Contractor after reviewing tabulations.

For each RFP, reviewers have scored each submitter based on their proposals and according to the scoring criteria stated within the original RFP. City has tabulated scores from all reviewers and recommending the contractors showing the overall/combined highest score.

Recommended Action

Take action to Award and Select a Debris Removal and Emergency Services Contractors

City recommends DRC Emergency Services, LLC after reviewing tabulations.

CITY OF SWEENY DEBRIS REMOVAL & EMERGENCY SERVICES
 RESPONSES TO REQUESTS FOR PROPOSALS (RFP) SCORES

Term of Contract: One (1) year contract, with the possibility of two (2), one (1) year extensions.

FIRM	Firm Qualifications and Experience (20)	Personnel Qualifications (20)	Project Management Plan (40)	Cost of Professional Services (20)	TOTAL (100)
<u>DRC Emergency Services, LLC</u>					
REVIEWER 1	20	19	38	18	95
REVIEWER 2	20	20	40	15	95
				AVERAGE	95.00
<u>Rapid Response</u>					
REVIEWER 1	18	18	37	18	91
REVIEWER 2	15	20	40	10	85
				AVERAGE	88.00

City of Sweeny
 RFP: Debris Removal & Emergency Services
 Bid Closing Date: 06/02/2023
 Bid Opening Date: 06/02/2023

① Name of Company DRC emergency Services
 Reviewer Russel Lofton
 Date of Review 7 12 2023

Debris Removal & Emergency Services Review

Term of Contract: One year contract with the possibility of two (2) one year extensions

Scoring Criteria	Max Points Possible	Assessed Points	Notes/Important Information
Firm Qualifications and Experience	20 points	20	Have Good Experience, local offices Houston & Galveston With alot of Experience
Personnel Qualifications	20 points	19	They Have Accomplishments & Memberships in But Not limited to, NEMA, APWA, Swag, and the Society of American Military Engineers. DRC is familiar with USACE, FEMA, and FHWA
Project Management Plan	40 points	38	They Have a good Plan laid out to put in Effect.
Cost of Professional Services	20 points	18	price Price Range is in the Avg.
Total	100 points	95	

City of Sweeny
 RFP: Debris Removal & Emergency Services
 Bid Closing Date: 06/02/2023
 Bid Opening Date: 06/02/2023

(2) Name of Company DRC Emergency
 Reviewer Clarence W.
 Date of Review 7-12-23

Debris Removal & Emergency Services Review

Term of Contract: One year contract with the possibility of two (2) one year extensions

Scoring Criteria	Max Points Possible	Assessed Points	Notes/Important Information
Firm Qualifications and Experience	20 points	20	Great examples of relevant, local experience. Locally based is a plus when considering response.
Personnel Qualifications	20 points	20	More than 100 years of combined experience represented with this proposed team.
Project Management Plan	40 points	40	Very thorough plan that includes available equipment table, timelines, etc. * Tony Full served on the FEMA PA program for over 15 years - IKE ^{ketina Here}
Cost of Professional Services	20 points	15	Many costs in the included Appendix E were significantly higher than other respondents, however, many were notably <u>LESS</u> .
Total	100 points	95	

City of Sweeny
 RFP: Debris Removal & Emergency Services
 Bid Closing Date: 06/02/2023
 Bid Opening Date: 06/02/2023

① Name of Company Rapid Response
 Reviewer Russel Lofton
 Date of Review 7 12 2023
 (TFR Enterprises)

Debris Removal & Emergency Services Review

Term of Contract: One year contract with the possibility of two (2) one year extensions

Scoring Criteria	Max Points Possible	Assessed Points	Notes/Important Information
Firm Qualifications and Experience	20 points	18	The company has collected more than 35,000,000 lbs of Disaster Debris
Personnel Qualifications	20 points	18	They Have a Team well experienced in Debris Removal
Project Management Plan	40 points 15/17	37	Seem To Be Well Prepared with equipment and staff
Cost of Professional Services	20 points	18	Fair Prices compared to other companies
Total	100 points	91	

City of Sweeny
 RFP: Debris Removal & Emergency Services
 Bid Closing Date: 06/02/2023
 Bid Opening Date: 06/02/2023

Name of Company TFR Enterprises
 (2) Reviewer Clarence W.
 Date of Review 7-12-23
 (Rapid Response)

Debris Removal & Emergency Services Review

Term of Contract: One year contract with the possibility of two (2) one year extensions

Scoring Criteria	Max Points Possible	Assessed Points	Notes/Important Information
Firm Qualifications and Experience	20 points	15	Cited examples of experience were <u>very</u> high level, I would have liked a bit more elaboration.
Personnel Qualifications	20 points	20	Great staff / team experience & I like the presentation, very easy to go through this section.
Project Management Plan	40 points	40	well prepared plan, laid out in an easy to understand manner. Subcontractor list included which is a positive.
Cost of Professional Services	20 points	10	Seems very erratic compared to other respondents. Much higher in <u>many</u> items, significantly lower in others.
Total	100 points	85	

**REQUEST FOR PROPOSAL
DEBRIS REMOVAL & EMERGENCY SERVICES FOR
THE CITY OF SWEENY, TEXAS**

DEADLINE: Sealed proposal submittals must be received and time stamped by **2 p.m., Central Standard Time, Friday, June 2nd, 2023.** (The clock located in the City Secretary's office will be the official time.) All proposals received will be read aloud at **2:05 p.m. on Friday, June 2nd, 2023** in the City Council Chambers, City Hall, 102 W ASHLEY WILSON ROAD, SWEENY, TX 77480. Proposals will be opened in a manner to avoid public disclosure of contents; however, only the names of proposers will be read aloud.

MARK ENVELOPE: RFP DEBRIS REMOVAL & EMERGENCY SERVICES

DELIVERY ADDRESS: Please submit **one (1) original hard copy, three (3) exact duplicate hard copies, and one electronic copy (USB)** of your **RFP** to:

CITY OF SWEENY
CITY MANAGER
102 W Ashley Wilson Road
SWEENY, TEXAS 77480

POINTS OF CONTACT:

Questions concerning the **Request for Proposal** should be directed ***in writing*** to:

City of Sweeny
Lindsay Koskiniemi, City Manager
102 W Ashley Wilson Road
P. O. Box 248
Sweeny, TX 77480
citymanager@sweenytx.gov

The enclosed REQUEST FOR PROPOSAL (RFP) and accompanying General Instructions are for your convenience in submitting proposals for the enclosed referenced services for the City of Sweeny.

Proposals must be signed by a person having authority to bind the firm in a contract. Proposals shall be placed in a sealed envelope, with the Vendor's name and address in the upper left-hand corner of the envelope.

ALL PROPOSALS MUST BE RECEIVED IN THE CITY SECRETARY'S OFFICE BEFORE OPENING DATE AND TIME. It is the sole responsibility of the firm to ensure that the sealed RFP submittal arrives at the above location by specified deadline regardless of delivery method chosen by the firm. Faxed or electronically transmitted RFP submittals will not be accepted.

Lindsay Koskiniemi
City Manager
City of Sweeny

**REQUESTS FOR PROPOSALS
DEBRIS REMOVAL & EMERGENCY SERVICES FOR
THE CITY OF SWEENEY, TEXAS**

(To be Completed ONLY IF YOU DO NOT BID.)

FAILURE TO RESPOND TO BID SOLICITATIONS FOR TWO (2) BID PERIODS MAY RESULT IN REMOVAL FROM THE VENDOR’S LIST. However, if you are removed you will be reinstated upon request.

In the event you desire not to submit a bid, we would appreciate your response regarding the reason(s). Your assistance in completing and returning this form in an envelope marked with the enclosed bid would be appreciated.

NO BID is submitted: ___ this time only ___ not this commodity/service only

	Yes	No
Does your company provide this product or services?		
Were the specifications clear?		
Were the specifications too restrictive?		
Does the City pay its bills on time?		
Do you desire to remain on the bid list for this product or service?		
Does your present work load permit additional work?		
Comments/Other Suggestions:		

Company Name:	
Person Completing Form:	Telephone:
Mailing Address:	Email:
City, State, Zip Code:	Date:

**City of Sweeny, Texas
Request for Proposals
Debris Removal and Emergency Services**

OBJECTIVE

The City of Sweeny (the “City”) is seeking a response to the Request for Proposals (RFP) to acquire the services of a qualified firm to plan and execute Debris Removal and Various Emergency Services. The Contractor may be called upon throughout the contract term to render services to assist the City with special needs and events for other than full scale disasters. It is the City’s intent to pre-establish immediate and non-immediate services that may be required in the event of a disaster. The City shall determine by evaluation of the response to the RFP, the designation of Contractor(s) to be responsible for designated services.

It is the intent of the City to award a one year contract with the possibility of two (2) one year extensions that must be submitted to City Council for approval. Should any active individual project extend beyond the expiration date of the contract, the project agreement shall be extended until the project has been satisfactorily, successfully completed, and accepted. The agreement or contract between the selected respondent and the City will be non-exclusive, on an as-needed basis and will not provide for a retainer.

BACKGROUND

1. The City serves an area of one and a half (1.5) square miles with a population of approximately 5,000.
2. The City is organized into five (5) departments and provides a full range of municipal services to its citizens including fire and police protection, water and sanitary sewer utilities, solid waste removal and disposal, the construction of streets, drainage and other infrastructure, recreational activities and other cultural activities.
3. During a state of emergency, the Mayor assumes the leadership of the City. The Mayor is assisted by the Emergency Management Team in addition to all the City department directors.

SCOPE OF WORK

The Contractor will provide the City with services designed to support debris removal and emergency management needs. The City reserves the right to investigate, as it deems necessary to determine the ability of any firm to perform the work or services requested. Information the City deems necessary in order to make a determination shall be provided by the firms upon request.

1. The Contractor shall provide expertise, technical guidance and consultation before, during and after the disaster event. The Contractor shall provide administrative support for contracted operations, on-site management staff to work with City staff, and field supervisors, operators, drivers, laborers along with appropriate vehicles, equipment, housing, hand tools and all other incidentals to ensure a successful recovery operation.
2. The Contractor shall perform all services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality of workmanship will be acceptable. Services, equipment, and/or workmanship not conforming to the intent of the awarded contract or meeting the approval of the City may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the City.

3. Contractor shall bear all of its own operating costs and is responsible for all permit, license fees, and maintenance of its own and subcontractor's trucks, and equipment to keep such property in condition and manner adequate to accomplish contracted services.
4. Contractor shall be responsible for knowledge of and compliance with all federal, state and local laws, rules, practices and regulations.
5. The services, equipment and products used shall include but not be limited to:
 - Emergency Road Clearance
 - Emergency Power Generators
 - Temporary Satellite Communications
 - Temporary Sanitary Facilities/Portable Housing Facilities
 - Reefer and Refrigerator Container with an initial ice delivery
 - Potable Water Truck and Drinking Water (add water troughs)
 - Mobile Fleet Repair Facilities, Technicians and Mechanics
 - Temporary Signage and Traffic Control
 - Canteen, inclusive of Operation and Staffing
 - Right of Way (ROW) Debris Removal
 - Tree, Tree Stump and Tree Limb Removal
 - Right of Entry (ROE) Debris Removal
 - Demolition of Structures
 - Emergency Temporary Dry-in of Facilities
 - Temporary Security Personnel
 - Temporary Lighting
 - Temporary Fueling Facilities, inclusive of storage and dispensing
 - Rental of various types of equipment (i.e. loaders, dump trucks, etc.) with and without operators, including rear-loader refuse trucks
 - Temporary Fencing
 - Other Disaster Related Services: Waterway Debris Removal

No guarantee is expressed or implied as to the volume of services, if any, that may be procured under this Request for Proposal by the City.

Detailed descriptions of the above listed services, equipment and products are located in Appendix A.

STRATEGIC PLANNING

The Contractor in conjunction with the City shall develop a strategic plan for disaster recovery services and submit twelve (12) hard copies and same documentation in a PDF format and/or other City directed digital format to the City for approval fourteen (14) days prior to the pre-event planning meeting.

A pre-event planning meeting shall be conducted upon the award of this contract. City staff will work closely with the Contractor to identify the following:

- Map of primary transportation routes;
- Map of all facilities with notation to essential facilities;

- Emergency power requirements for essential facilities;
- Map of sanitary portable facilities for immediate placement;
- Possible locations for temporary debris staging and reduction site (TDSRS); and
- Possible equipment staging locations.

The Contractor shall meet with the City Staff annually prior to hurricane season for pre-event planning. At this meeting, the City and Contractor will discuss elements that may change or affect disaster recovery.

MOBILIZATION

The contractor is responsible to contact the City's representative ninety-six (96) hours, forty-eight (48) hours and twenty-four (24) hours prior to an emergency event.

Depending on the category of event and/or type of event, the City may revise the requirements for immediate mobilization.

Compensation for Standby Equipment – Following are procedures should the need for immediate equipment no longer exist based on minimal storm damage or the storm by-passes the City:

- The City will release the equipment to the Contractor for deployment outside of the City. This process shall be in writing with the City's Representative signature authorizing the release of the equipment.
- In all instances the Contractor shall make every effort to negotiate with their supplier a rental term no longer than one (1) week. In all instances a copy of the Contractor's supplier's invoice and contract shall accompany the Contractor's application for payment.
- The contractor shall make every attempt to communicate via telephone with the City's appointed representative immediately after the event to receive an initial assessment of damage. The Contractor shall then report to the City's Emergency Operations Center.
- The Contractor shall be responsible for placing all immediate need equipment, materials, and personnel on stand-by in a safe location to await deployment to the designated areas immediately following a disaster event.

The Contractor shall coordinate with the City a disaster recovery plan applicable to the event. The plan shall include:

- Verification of primary transportation routes which require clearing;
- Debris removal strategy (i.e., landfill disposal site, TDSRS site, if required additional mileage to disposal site, etc);
- Placement of emergency power;
- Placement of immediate need sanitary portable facilities/portable housing facilities;
- Placement of immediate need reefer and refrigerator containers and initial ice supply;
- Placement of water trucks with potable water and emergency water; and
- Placement and operation of a temporary fleet maintenance facility.

The Contractor shall be capable of deploying all resources for the following immediate need services within twenty-four (24) to thirty-six (36) hours following an event:

- Equipment for clearing transportation routes;
- Equipment and materials to provide emergency power at facilities deemed essential by the City;

- Portable facilities;
- Reefer and refrigerator containers with initial ice delivery;
- Potable water trucks and emergency bottled water;
- Temporary fleet maintenance facility;
- Traffic control and signage; and
- Canteen to include staffing and operation.

The Contractor shall be capable of mobilizing 100% of required resources within 48 hours following an event for all other services.

The City requires comprehensive responses to every section within this RFP. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and will result in disqualification. To facilitate the review of the responses, Firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Vendors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to arrange the proposal as requested may result in the disqualification of the proposal. All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

A.) FIRM QUALIFICATIONS AND EXPERIENCE

1. Provide a brief profile of the firm including types of services, equipment, and products offered, year founded, form of the organization and location of offices and response facilities.
2. Please describe in detail the current and historical experience the proposer has working with governmental entities in responding to and dealing with debris removal and emergency services resulting from natural disasters such as tornadoes, wildfires, floods or any other weather events within the past five (5) years. Provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of the RFP. References must contain the name, title, company name, address, phone and email of organizations that may be contacted to verify qualifying experience.
3. Provide a brief statement of assurance as to the firm's ability to deliver within a reasonable time, personnel, equipment, and products to the area affected by the disaster.
4. Please state any experience the firm has in relation to FEMA claims reimbursement.

***NOTE: ~ All references must be for the responding firm operating under its existing name and must be for the firm as a company. References will not be for an individual, but for the company as a whole.**

B.) PERSONNEL QUALIFICATIONS

1. Please identify all key personnel who are to be part of the proposed team. Identify the principal supervisory and management staff, including partners, managers, other supervisors and specialists, who would be assigned to this project. Information should be presented in sufficient detail as to provide the City an indication that the personnel involved can perform the work specified in this RFP. The City reserves the right to approve or reject each member of the team and to request substitutions. For each person, please provide the following:

- a. Full name;
 - b. Employment history;
 - c. Education and professional licensing of each person as it relates to this project;
 - d. Specific description of what role the individual will have in this project; and
 - e. Any additional helpful information to indicate the individual's ability to aid the proposer in successfully performing the work involved in this RFP.
2. Provide an organizational chart covering the services offered in the proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The proposer must assign a contact person to the project.

C.) PROJECT MANAGEMENT PLAN

1. Describe your firm's capability to provide all services and equipment required for response and recovery.
2. Provide a description of the firm's typical resourcing approach for a project of similar scope, indicating staff hierarchy and level, contractor oversight, equipment ordering, etc.
3. Include sample billings.
4. Should include a plan to maintain adequate sub-contractors and equipment to expeditiously complete the City debris removal project in the event of additional disasters occurring throughout the US.
5. Should include a plan to utilize small and minority businesses, women's business enterprises, and labor surplus area firms. Also should include a method of tracking the use of these firms and supply this to the City.

D.) COST OF PROFESSIONAL SERVICES

The Offeror must utilize the form provided in Appendix B in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. After submission and before selection of a contractor, an Offeror may submit an amendment to Appendix B with the prior written consent of the City. Submission of an amendment to Appendix B without the prior written consent of the City will result in any offer being determined non-responsible, and may result in the proposal's disqualification.

The Offeror acknowledges as set forth in the following section of this RFP (Evaluation and Selection Process) that upon recommendation of the qualified firm, a contract will be offered based on negotiated cost of services and fees by and between the City and the selected proposer.

EVALUATION AND SELECTION PROCESS

All proposals will be screened by an evaluation committee and those proposers selected for a short list may be invited to attend an interview, at the proposers own expense. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying proposer, and will not represent any decision on the part of the evaluation committee as to the selection of a successful proposer.

The City will evaluate all responses based on the experience, qualifications, project approach, price, and quality of response. The City reserves the right to negotiate the final fee prior to recommending any Vendor for a contract.

The City's process is as follows:

1. The evaluation committee shall screen and rate all of the responses that are submitted. Evaluation ratings will be on a 100 point scale and shall be based on the following criteria:
 - a. Firm Qualifications and Experience (20 points)
 - b. Personnel Qualifications (20 points)
 - c. Project Management Plan (40 points)
 - d. Cost of Professional Services (20 points)
2. The evaluation committee shall recommend the most qualified firm to the City Council for approval and will offer a contract based on services and fees as agreed upon.
3. Prior to the approval of an award, no evaluation committee member shall disclose any information regarding the committees' decision.
4. This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending interviews.

The City reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the City's judgment as to the appropriateness of an award to the best evaluated proposer. This information may be appended to the proposal evaluation process results.

GENERAL INFORMATION:

Proposers are cautioned to read the information contained in this RFP carefully and to submit a complete response to all requirements and questions as directed.

TERMINOLOGY: "Bid" vs. "Proposal"--For the purpose of this RFP, the terms "Bid" and "Proposal" shall be equivalent.

AWARD: The City will review all proposals for responsiveness and compliance with these specifications. The City reserves the right to award on the basis of the **Lowest and Best Offer** in accordance with the laws of Texas, to waive any formality or irregularity, and/or to reject any or all proposals.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL: The proposer may withdraw its proposal by submitting written request, over the signature of an authorized individual, to the Finance Office any time prior to the submission deadline. The proposer may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Code Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

CONFLICT OF INTEREST: Provide a completed copy of the Conflict of Interest Questionnaire (Form CIQ). The Texas legislature recently enacted House Bill 914 which added Chapter 176 to the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City, including affiliations and business and financial relationships such persons may have with City officers. The form can be located at the Texas Ethics Commission website: https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

By doing business or seeking to do business with the City including submitting a response to this RFP, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you in compliance with them.

Any information provided by the City is for information purposes only. If you have concerns about whether Chapter 176 of the Texas Local Government Code applies to you or the manner in which you must comply, you should consult an attorney.

The following are the current City Council and City Employees who are anticipated to either recommend or approve award of the proposal.

MAYOR: DUSTY HOPKINS

COUNCIL MEMBERS:

MARK MORGAN JR.; REECE COOK; BRIAN BROOKS; JOHN RAMBO; TIM PETTIGREW,
MAYOR PRO-TEM

CITY STAFF

City Manager: Lindsay Koskiniemi
City Secretary: Kaydi Smith
Director Of Finance: Karla Wilson
Emergency Management Coordinator: Devin Lemon

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. Be able to comply with the required or proposed delivery schedule.
2. Have a satisfactory record of performance.
3. Have a satisfactory record of integrity and ethics.
4. Be otherwise qualified and eligible to receive an award.
5. Be engaged in a full time business and can assume liabilities for any performance or warranty service required.
6. The City Council shall not award a contract to a company that is in arrears in its obligations to the City.
7. No payments shall be made to any person of public monies under any contract by the City with such person until such person has paid all obligations and debts owed to the City, or has made satisfactory arrangements to pay the same.

ADDENDA: Any interpretations, corrections or changes to the RFP will be made by addenda no later than 48 hours prior to the date and time fixed for submission of proposals. Sole issuing authority of addenda shall be vested in the City Manager. The City assumes no responsibility for the proposer's failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the proposal to be rejected. It is the vendor's responsibility to check for any addendums that might have been issued before bid closing date and time. All addenda will be numbered consecutively, beginning with 1.

PRICES: The bidder should show in the proposal both the unit price and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit price shall prevail.

PURCHASE ORDER: A purchase order(s) shall be generated by the City to the successful bidder. The purchase order number must appear on all itemized invoices.

INVOICES: All invoices shall be mailed directly to the City of Sweeny, Attn.: **Accounts Payables**, City Hall, 102 W Ashley Wilson Road, P. O. Box 248, Sweeny, Texas 77480 or email directly to accountspayable@sweenytx.gov

PAYMENT: Payment will be made upon receipt of the original invoice and the acceptance of the goods or services by the City, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S. The City's standard payment terms are net 30, i.e. payment is due 30 days from the date of the invoice.

SALES TAX: The City is exempt by law from payment of Texas Sales Tax and Federal Excise Tax; therefore the proposal shall not include Sales Tax.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Sweeny, Texas, Brazoria County. The City may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the City Attorney concerning any portion of these requirements.

COMPLIANCE WITH LAWS: The Contractor shall comply with all applicable laws, ordinances, rules, orders, regulations and codes of the federal, state and local governments relating to performance of work herein.

INTEREST OF MEMBERS OF CITY: No member of the governing body of the City, and no other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and, the Contractor shall take appropriate steps to assure compliance.

DELINQUENT PAYMENTS DUE CITY: The City Code of Ordinances prohibits the City from granting any license, privilege or paying money to any-one owing delinquent taxes, paying assessments or any money to the City until such debts are paid or until satisfactory arrangements for payment has been made. Bidders must complete and sign the AFFIDAVIT included as part of this RFP.

QUANTITIES: Quantities shown are estimated, based on projected use. It is specifically understood and agreed that these quantities are approximate and any additional quantities will be paid for at the quoted price. It is further understood that the contractor shall not have any claim against the City for quantities less than the estimated amount.

SHIPPING INFORMATION: All bids are to be F.O.B., City of Sweeny , Sweeny, TX 77480.

INCORPORATION OF PROVISIONS REQUIRED BY LAW: Each provision and clause required by law to be inserted into the Contract shall be deemed to be enacted herein and the Contract shall be read and enforced as though each were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted the Contract shall be amended to make such insertion on application by either party.

CONTRACTOR'S OBLIGATIONS: The Contractor shall and will, in good workmanlike manner, perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, in accordance with the provisions of this Contract and said specifications.

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail.

While the purpose of the specifications is to indicate minimum requirements in the way of capability, performance, construction, and other details, its use is not intended to deprive the City the option of selecting goods which may be considered more suitable for the purpose involved.

Under the Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

TERMINATION FOR CONVENIENCE: The City may terminate this contract at any time giving at least thirty (30) days notice in writing to the Contractor. If the Contract is terminated by the City as provided herein, the Contractor will be paid for the service that it has performed up to the termination date. If this contract is terminated due to fault of the Contractor, the previous paragraph hereof relative to termination shall apply.

RELEASES AND RECEIPTS: The City before making payments may require the Contractor to furnish releases or receipts for any or all persons performing work and supplying material or service to the Contractor, or any sub-contractors for work under this contract, if this is deemed necessary to protect its interests.

CARE OF WORK: The Contractor shall be responsible for all damages to person or property that occurs as a result of his fault or negligence in connection with the work performed until completion and final acceptance by the City.

SUB-CONTRACTS: The Contractor shall not execute an agreement with any sub-contractor or permit any sub-contractor to perform any work included in this Contract until he has received from the City written approval of such agreement.

INSURANCE: All insurance must be written by an insurer licensed to conduct business in the State of Texas, unless otherwise permitted by Owner. The Contractor shall, at his own expense, purchase, maintain and keep in force insurance that will protect against injury and/or damages which may arise out of or result from operations under this contract, whether the operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, of the following types and limits

1. Standard Worker's Compensation Insurance:
2. Commercial General Liability occurrence type insurance City of Sweeny, its officers, agents, and employees must be named as an additional insured):
 - a. Bodily injury \$1,000,000 single limit per occurrence or \$1,000,000 each

person /\$1,000,000 per occurrence; and,

- b. Property Damage \$1,000,000 per occurrence regardless of contract amount; and,
- c. Professional Liability: \$1,000,000.

Contractor shall cause Contractor's insurance company or insurance agent to fill in all information required (including names of insurance agency, contractor and insurance companies, and policy numbers, effective dates and expiration dates) and to date and sign and do all other things necessary to complete and make into valid certificates of insurance and pertaining to the above listed items, and before commencing any of the work and within the time otherwise specified, Contractor shall file completed certificates of insurance with the Owner.

None of the provisions in said certificate of insurance should be altered or modified in any respect except as herein expressly authorized. Said CERTIFICATE OF INSURANCE Form should contain a provision that coverage afforded under the policies will not be altered, modified or canceled unless at least fifteen (15) days prior written notice has been given to the City. Contractor shall also file with the City valid CERTIFICATE OF INSURANCE on like form from or for all Subcontractors and showing the Subcontractor (s) as the Insured. Said completed CERTIFICATE OF INSURANCE Form (s) shall in any event be filed with the City not more than ten (10) days after execution of this Contract.

NOTICE TO PROCEED: Notice to Proceed shall be issued within ten (10) days of the execution of the Contract by OWNER. Should there be any reasons why Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between OWNER and CONTRACTOR.

DISCLOSURE OF INTERESTED PARTIES FORM 1295: A person or business, who enters into a contract with the City, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. **This form is not required unless there is a contract between the vendor and the City. Do not submit this form unless you receive an award letter from the City.**

PUBLIC INSPECTION OF PROPOSALS: The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFP information. Proposal Documents are not available for public inspection until after the contract award. If the Proposer has notified the City, in writing, that the Proposal Document contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.

PROPOSAL EVALUATION AND CONTRACT AWARD: Proposal Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed proposals, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. The City will evaluate all proposals to determine which offerors are reasonably qualified for the award of the contract, applying the anticipated evaluation factors and emphasis to be placed on each factor as identified in the Scope of Services. A variety of factors may be used in the evaluation of the submitted proposals for this

project. The City may, at its option, conduct discussions with or accept proposal revisions from any reasonably qualified proposer. Discussions may not be initiated by offerors. **These discussions will be limited to issues and topics brought forth by the City. Any attempt by proposer or vendor at deviating from the issues and topics to discuss other issues and topics concerning the Proposal brought forth by the City shall be grounds for disqualification.** Vendors shall not contact any City personnel during the proposal process without the express permission from the City Manager.

AMBIGUITY: Any ambiguity in the Proposal Document as a result of omission, error, lack of clarity or non-compliance by the Proposer with specifications, instructions and all conditions shall be construed in the favor of the City.

ADDITIONAL INFORMATION: City may request any other information necessary to determine Proposer's ability to meet the minimum standards required by this RFP.

WAGES & SALARIES: Attention is particularly called to the requirement of not paying less than the prevailing Davis Bacon Related Acts (DBRA) wage rates specified in the Contract Documents. These rates are minimums to be paid during the life of the contract. It is therefore the responsibility of the Bidder to inform themselves as to local labor conditions. Attention is called to the requirement that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age or national origin.

APPENDICES

RETURN WITH PROPOSAL

A. Scope of Work Details	Yes
B. Cost Proposal Form	Yes
C. References	Yes
D. Letter of Interest	Yes
E. Affidavit	Yes
F. Conflict of Interest Questionnaire	Yes
G. Proposer Warranties	Yes
H. Non Collusion Affidavit	Yes
I. House Bill 89 Verification	Yes
J. SB 252	Yes
K. MBE Document	Yes
L. Federal Clauses (1-12)	Yes
M. Verifications	Yes

**Scope of Work Details
(from page five (4))**

APPENDIX A

EMERGENCY ROAD CLEARANCE (1ST 30 DAYS)

Contractor shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items to accomplish the cutting, tossing, and/or pushing of debris from the primary transportation routes as identified by and directed by the City. Disposal of resulting debris shall be disposed of in accordance with the ROW Debris Management Program.

City will compensate the Contractor based on Appendix B. Cost Proposal Equipment/Labor Rate Schedule (Item A).

EMERGENCY POWER GENERATORS

Contractor shall provide all labor, materials, equipment, tools and any other incidental items to furnish, deliver and install emergency power to essential facilities as identified and directed by the City. The Contractor shall contact Emergency Management (EM)/Emergency Operation Center (EOC) staff before final location of generators is decided. In some instances, the emergency generators will be used as stand-by units and will not need immediate installation.

Upon delivery of each unit, the Contractor shall contact the designated City staff for receipt and documentation for equipment.

The Contractor shall be responsible for fueling the provided generators and City owned generators on a daily basis or as identified by and directed by the City. The City will provide the Contractor with the City's emergency fuel vendors; the City will be responsible for payment of fuel for refueling generators.

The Contractor shall be responsible for providing required maintenance and repair to provided generators. The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.

In some instances, the contractor shall be required to be on-call 24 hours for repairs to essential generators.

City will compensate the Contractor as follows:

- **Equipment/Materials** - City will compensate the Contractor based on the Contractor's actual supplier invoice plus a fixed percentage, per Appendix B of the Cost Proposal section, Emergency Power Generators (Item C). The City can at any time request a copy of the supplier's invoice for the pay request.
- **Labor** - City will compensate the Contractor based on Appendix B. Cost Proposal Equipment/Labor Rate Schedule (Item A).

TEMPORARY SATELLITE COMMUNICATON

The Contractor shall provide temporary satellite communications equipment and "on-air" talk time to the City to facilitate emergency communications within the City and with outside agencies due to loss of communications capability as identified and directed by the City. An initial eight (8) phones are required.

City will compensate the Contractor based on the Contractor's actual supplier invoice plus a fixed percentage, per Appendix B of the Cost Proposal section, Satellite Communications (Item D). The City can at any time request a copy of the supplier's invoice for the pay request.

TEMPORARY SANITARY FACILITIES/PORTABLE HOUSING FACILITIES

The Contractor shall provide essential self-contained temporary sanitary facilities immediately following a disaster event as identified and directed by the City. The contractor shall also obtain a legal subcontractor to service units as may be needed.

- Comfort Station-10 stall units
- Comfort Station-26A BT Unit
- Shower Units - 4 stall
- Shower Unit- 6 stall
- Shower Units -12 stall with 6 sinks
- Portable laundry facilities

The units provided by the Contractor will be on a temporary weekly basis until the City's contracted vendor can adequately place their units. Upon delivery of such units, the City will authorize the removal of the Contractor's temporary units.

Waste products must be disposed of at a legally operated disposal facility.

City will compensate the Contractor based on the Contractor's actual supplier invoice plus a fixed percentage, per Appendix B of the Cost Proposal section, Temporary Sanitary Facilities (Item E). The City can at any time request a copy of the supplier's invoice for the pay request.

REEFER & REFRIGERATOR CONTAINERS WITH INITIAL ICE DELIVERY

Upon the request of the City, the Contractor shall provide a minimum of one (1) reefer trailer container with four (4) pallets of bagged ice and one (1) refrigerated container trailer immediately following a disaster event. Placement of trailers containers shall be as directed by the City.

The City will provide the Contractor with the City's emergency fuel vendor; the City will be responsible for payment of fuel for refueling generators.

The Contractor shall be responsible for providing required maintenance and repair to equipment. The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.

Upon depletion of the initial ice delivery, the City will replenish the ice supply by a separate contract and/or through this contract.

City will compensate the Contractor as follows:

- **Equipment/Materials** – City will compensate the Contractor based on the Contractor's actual supplier invoice plus a fixed percentage, per Appendix B of the Cost Proposal section, Refer and Refrigeration Containers w/Initial Ice Delivery per (Item F). The City can at any time request a copy of the supplier's invoice for the pay request.
- **Labor** - City will compensate the Contractor based on Appendix B. Cost Proposal Equipment/Labor Rate Schedule (Item A).

POTABLE WATER TRUCK AND EMERGENCY BOTTLED WATER

Upon the request of the City, the Contractor shall provide potable water trucks (to be specified by Emergency Management) and emergency bottled water immediately following a disaster event. Placement of water trucks and bottled water shall be as directed by the City.

Potable water trucks and up to ten (200-300 gallon) water troughs for livestock feeding and watering operations may be requested by the City.

The Contractor shall be responsible for providing potable water and maintaining supply of potable water until the City's potable water system is operational and safe to drink. The Contractor shall also be responsible for maintaining the water tank and appurtenances in a manner that will not allow the potable water to be contaminated. The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.

In the event the equipment requires power to operate, the Contractor shall be responsible for providing and installing temporary generator power or supplies/materials to connect to building power. If the containers are powered by generator, the contractor shall be responsible for fueling generators as may be required. The City will provide the Contractor with the City's emergency fuel vendors; the City will be responsible for payment of fuel for refueling generators.

The Contractor shall be responsible for furnishing the initial delivery of six (6) pallets of emergency bottled water. The bottles shall be plastic and the size of container shall be no greater than 24 ounces but not less than 16 ounces. Upon depletion of the initial bottled water delivery, the City will replenish the bottled water supply by a separate contract and/or through this contract.

City will compensate the Contractor as follows:

- **Equipment/Materials** – City will compensate the Contractor based on the Contractor's actual supplier invoice plus a fixed percentage, per Appendix B of the Cost Proposal section, Potable Water truck and Drinking Water (Item G). The City can at any time request a copy of the supplier's invoice for the pay request.
- **Labor** – City will compensate the Contractor based on Appendix B. Cost Proposal Equipment/Labor Rate Schedule (Item A).

MOBILE FLEET REPAIR FACILITIES, TECHNICIANS AND MECHANICS

As directed by the City, the Contractor shall provide all labor, facilities, equipment, transportation, labor, supervision and other incidentals required to provide temporary fleet maintenance services. This need would be in the event the City's Fleet Maintenance facility was rendered inoperable as a result of the disaster event and/or additional fleet repair assistance is needed.

City will compensate the Contractor based on the Contractor's actual supplier invoice plus a fixed percentage, per Appendix B of the Cost Proposal section, Mobile Fleet Repair Facility (Item H). The City can at any time request a copy of the supplier's invoice for the pay request.

TRAFFIC CONTROL AND SIGNAGE

As directed by the City, the Contractor shall provide all labor, materials, equipment, transportation, and other incidentals required to provide temporary traffic control and signage. This scope of this service shall be to provide temporary stop signs and delineate any traffic hazards, as directed by the City. The following indicated the type of items to be provided and quantities:

- 200 each – Safety Type II Barricades with flashing lights
- 100 each – DOT Black Base 36" traffic cones with two (2) each reflective bands
- 100 each – Diamond Grade 8 Gauge Aluminum 36" x 36" Stop signs
- 100 each – Fourteen (14) Gauge 2" x 2" x 1¼" square pre-drilled poles
- 100 each – A-Frame stands for 36" signs

All equipment and materials proposed shall be in accordance with TXDOT regulations.

The Contractor shall be responsible for maintaining all equipment and the replacement of barricade batteries as needed. The City will reimburse the Contractor for the cost of replacement batteries.

City will compensate the Contractor based on the Contractor's cost, per Appendix B of the Cost Proposal section, Temporary Signage and Traffic Controller (Item I). The City can at any time request a copy of the supplier's invoice for the pay request.

CANTEEN

As directed by the City, the Contractor shall provide all labor, facilities, equipment, staff, and other incidentals required to provide a temporary canteen for feeding one hundred (100) City and Mutual Aid employees.

The City will compensate the Contract based on the following:

- **Equipment and Materials** - City will compensate the Contractor based on the Contractor's actual supplier invoice plus a fixed percentage.
- **Staffing Labor** - City will compensate the Contractor based the Contractor's actual supplier invoice plus a fixed percentage per Appendix B of the Cost Proposal section, Canteen (Item J). The City can at any time request a copy of the supplier's invoice for the pay request.

RIGHT-OF-WAY DEBRIS REMOVAL

The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete and deliver the timely removal and lawful disposal of all eligible* disaster-generated debris, including hazardous materials, as directed by the City.

- * "Eligible" means qualifying for emergency funding under the Federal Emergency Management Agency "FEMA." Eligible debris is that which after its clean up and removal: 1) eliminates immediate threats to life, public health and safety; 2) eliminates threats of significant damage to improved public or private property; and 3) essential by its absence of ensuring economic recovery.

The City and Contractor will tentatively plan the number of passes/sweep* for debris pick up following a complete assessment of the volume of disaster generated debris.

- * "Passes/Sweeps" means the number of times a Contractor passes through a community to collect all disaster related debris from the right-of-ways. This service is usually limited to three (3) passes through the community.

The City anticipates the tentative location of the TDSRS (Temporary Debris Storage and Reduction Site) Landfill sites:

Seabreeze Landfill
10310 FM 523,
Angleton, TX 77515

City of Sweeny
Fire Field

The City is requesting optional proposals for an incinerator curtain for processing vegetation and the final disposal of ash.

The services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, streets, roads, and other rights-of-way, including any other locally owned

facility or site as may be directed by the City. Services will only be performed when requested and as designated by the City.

This task shall consist of five (5) types of debris:

- Clean Construction & Demolition (C&D);
- Clean Vegetation;
- Contaminated Construction & Demolition (mixed vegetation and C&D); and
- White goods (i.e. refrigerators, stoves, and other appliances).
- Electronic Hazardous Waste (E-Waste) TVs, microwaves, computer monitors, etc.

Task services shall include:

- Picking up debris from right-of-way and transporting debris to the TDSRS;
- Reduction of debris at the TDSRS; and
- Loading and transporting reduced debris to a lawful disposal site.

The City will be requesting unit prices for the following services:

- Cubic yard pricing for pick up and transporting right-of-way debris to the TDSRS;
- Cubic yard pricing, which will be equal to the debris cubic yards transported to the TDSRS, for the reduction of the five (5) types of debris;
- Reduced debris cubic yard pricing for transporting processed clean vegetation and clean C&D to the disposal site directed and approved by the City.
- Loading and disposal rates for contaminated C&D shall be the actual tonnage, as reported by the landfill.

Disposal location of contaminated C&D shall be at the direction of the City and will be delivered to the landfill. In the above landfill is not accepting debris, the City will be requesting separate disposal mileage rates to transport to other Class I site. In the event the City landfill will not accept debris, the alternate mile rates will be used should there be a lawful disposal site.

Tipping fees at the negotiated rates shall be paid by the Contractor. The City reserves the right to negotiate tipping fees with the selected landfill(s). The City will not pay an administrative charge to the Contractor for this line item.

In some instances, the volume processed in a final sweep does not justify the utilization of a TDSRS. Therefore, the City is requesting separate unit prices for pick up of right-of-way debris and transporting directly to a lawful landfill as directed by the City.

The City will be requesting alternate pricing for the pickup, transportation, and disposal of household hazardous waste.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The City will compensate the Contractor based on Appendix B of the Cost Proposal section, Right of Way (ROW) Debris Management and Right of Entry (ROE) Debris Management (Item K).

TREES, TREE STUMP AND TREE LIMB REMOVAL

The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete the above service, as directed by the City; said facilities may include as to winter storm events, deicing equipment, barricades of towing or other vehicle removal equipment and sand or other materials as may be necessary to be provided in, on or along City, County or State highways within the City.

The Contractor shall remove and transport eligible tree stumps and tree limbs, as directed by the City, to the TDSRS for reduction and disposal.

The City will authorize the Contractor to provide these services as they may be required.

The Contractor is responsible for tree/stumps three feet (3') above normal ground level to determine the diameter of the trunk. Trees and stump shall be removed in an efficient and safe manner.

A stump may be determined to be **hazardous** and eligible for stump removal if it meets all of the following criteria:

- It has 50 percent or more of the root-ball exposed (less than 50 percent of the root-ball exposed should be flush cut);
- It is greater than 24 inches in diameter, as measured 24 inches above the ground;
- It is on improved public property or a public right-of-way; and
- It poses an immediate threat to life, and public health and safety.

If an uprooted stump must be removed **prior to FEMA's approval**, the Monitoring Contractor will submit the following information to the City:

- Photographs and GPS coordinates that establish the location on public property;
- Specifics of the threat;
- Diameter of the stump 24 inches from the ground; and
- Quantity of material needed to fill the resultant hole.

The Contractor may remove, transport, dispose of, and fill the hole from a stump of **more than 24 inches in diameter** if:

- The City and State agree the tree or stump is hazardous according to the above definition;
- FEMA approved the removal in advance; and
- A Hazardous Stump Worksheet is completed and submitted for FEMA approval. A copy of the Hazardous Stump Worksheet may be found in Appendix G, *FEMA DAP9523.11, Hazardous Stump Extraction and Removal Eligibility*.

Stumps measuring **24 inches in diameter or less** do not require special equipment for removal.

The unit price for stump removal includes the extraction, transport, and disposal of the stump as well as filling the cavity that remains.

In some instances, grinding of an uprooted stump and filling the resulting cavity may cost less than a complete extraction. In these cases, the City should present the cost comparison documentation to FEMA for consideration; however, the stump must have already been determined eligible for removal according to the above

As directed by the City, the Contractor shall cut and remove hanging or broken limbs.

Once the tree/tree stump or limbs are removed and/or cut into manageable portions, the tree debris shall be removed and transported to the TDSRS for processing.

The loading, hauling of tree debris, processing of tree debris and final disposal shall be conducted under the Right-of-Way debris management requirements and proposal schedule.

The City will not compensate for those stumps and limbs that are detached in the ROW and are capable of being loaded with the standard debris removal equipment.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

Contractors shall remove hanging limbs if limb are:

- Located on improved public property;
- Greater than two inches in diameter at the point of breakage; and
- Still hanging in a tree and threatening a public-use area, e.g. trails, sidewalks, golf cart paths.

Only the minimum amount of work necessary to remove the hazard is eligible. Pruning, maintenance trimming, and landscaping are not eligible. Work should be executed in an efficient manner. For example, all hazardous limbs in a tree should be cut at the same time, not in passes for particular sizes. Do not remove hanging limbs from a tree that has been determined to be a hazard and is scheduled for removal. Cost is on a per tree basis.

An eligible scope of work may be to cut the branch at the closest main branch junction. Contact the City before removing the entire branch back to the trunk. Remove limbs if the canopy of a tree located on private property extends over a public right-of-way such as a sidewalk, removal of hazardous limbs on the tree that extend over the public right-of-way and meet the above criteria. Contact City before removing limbs on the tree that do not extend over the public right-of-way.

City will compensate the Contractor as follows:

- **Trees/Tree Stump** – City will compensate the Contractor based on the Contractor’s cost, per Appendix B of the Cost Proposal section, Tree and Stump Removal (Item L). The City can at any time request a copy of the supplier’s invoice for the pay request.
- **Tree Limbs** – City will compensate the Contractor based on Appendix B. Cost Proposal Equipment/Labor Rate Schedule (Item A).

RIGHT-OF-ENTRY DEBRIS REMOVAL (IF IMPLEMENTED BY THE CITY)

The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete and deliver the timely removal and lawful disposal of all eligible* (FEMA) disaster-generated debris, including hazardous and industrial waste materials, as directed by the City.

The Contractor will exercise due diligence in removing ROE debris from private property, as authorized and directed by the City. Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e. trees, small buildings, etc.). Contractor will exercise caution when working around public utilities (i.e. gas, water, electric, etc.). Every effort will be made to locate these utilities, but the City does not warrant that all utilities will be

located before debris removal commences, nor does Contractor warranty that utility damages will not occur as a result of properly conducted services.

The City will secure all necessary permissions, waivers and Right-of-Entry Agreements from real property owners required for the lawful removal of debris from real properties.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The loading, hauling of ROE debris, processing of ROE debris and final disposal shall be conducted under the Right-of-Way management requirements and proposal schedule.

The City will compensate the Contractor based on Appendix B of the Cost Proposal section, Right of Way (ROW) Debris Management and Right of Entry (ROE) Debris Management (Item K).

DEMOLITION OF STRUCTURES (IF IMPLEMENTED BY THE CITY)

The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete the above services, as directed by the City; said facilities may include as to winter storm events, deicing equipment, barricades of towing or other vehicle removal equipment and sand or other materials as may be necessary to be provided in, on or along City, County or State highways within the City.

As directed by the City, the Contractor shall demolish unsafe privately owned structures, which have been determined by the City to be a threat to the health and safety of the public, leave debris on private property and barricade the property. Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e. trees, small buildings, etc.). Contractor will exercise caution when working around public utilities (i.e. gas, water, electric, etc.). Every effort will be made to locate these utilities, but the City does not warrant that all utilities will be located before debris removal begins, nor does Contractor warranty that utility damages will not occur as a result of properly conducted services. Debris generated from the demolition will be placed on the right-of-way and collected as part of the ROW debris management program.

The City will secure all necessary permissions, waivers and Right-of-Entry Agreements from real property owners required for the lawful removal of debris from real properties.

As directed by the City, the Contractor shall demolish City owned structures, load and transport debris to a legal landfill. Tipping fees shall be included in the unit rates proposed for services.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The City will compensate the Contractor based on Appendix B of the Cost Proposal section, Demolition of Structures (Item M).

EMERGENCY TEMPORARY DRY-IN OF FACILITIES

As directed by the City, the Contractor shall provide all labor, equipment, material, signage, traffic control and other incidentals required to provide emergency temporary dry-in of facilities. These tasks may include services for roofs, overhead doors, doors and windows.

The contractor shall be licensed in the State of Texas for performing the services.

The basic scope for these services is as follows:

Roofing

- Remove existing roofing material, inclusive of roof covering, tar paper, and nails and screws.
- Disposal of existing roofing and other materials shall include the loading and transportation of materials at the designated TDSRS site.
- Dry-in and secure a temporary roofing system, as approved by the City.

Overhead Doors

- Remove existing overhead door.
- Disposal of existing doors and other materials shall include the loading and transportation of materials at the designated TDSRS site.
- Contractor may secure the opening by constructing plywood doors, which may be easily utilized as may be needed until permanently repaired by others.

Windows

- Remove unsafe glass and materials from window opening.
- Disposal of existing windows and other materials shall include the loading and transportation of materials at the designated TDSRS site.
- Contractor may secure the opening utilizing plywood and securely affixing to structure.
- If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.
- City will compensate the Contractor as follows:

Materials/Equipment – City will compensate the Contractor based the Contractor’s actual supplier invoice plus a fixed percentage, per Appendix B of the Cost Proposal section, Emergency Dry-In of Facilities (Item N). The City can at any time request a copy of the supplier’s invoice for the pay request.

Labor – City will compensate the Contractor based on Appendix B. Cost Proposal Equipment/Labor Rate Schedule (Item A).

TEMPORARY SECURITY PERSONNEL

As directed by the City, the Contractor shall provide all labor, equipment, transportation and other incidentals required to provide temporary and qualified security personnel to oversee the security of designated facilities.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

City will compensate the Contractor based on the Contractor’s actual supplier invoice plus a fixed percentage. The City can at any time request a copy of the supplier’s invoice for the pay request.

TEMPORARY LIGHTING

As directed by the City, the Contractor shall provide all labor, equipment, transportation and other incidentals required to provide temporary lighting at designated facilities.

The Contractor shall be responsible for visually inspecting lighting units to ensure proper operation. The Contractor will be responsible for the changing out of defective or burned-out lamps at no cost to the City.

The Contractor shall be responsible for providing temporary generator power or supplies/materials to connect to building power. If the lighting systems are powered by generator, the contractor shall

be responsible for fueling generators as may be required. The City will provide the Contractor with the City's emergency fuel vendors; the City will be responsible for payment of fuel for refueling generators.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

City will compensate the Contractor as follows:

- **Equipment/Materials** – City will compensate the Contractor based on Appendix B. Cost Proposal section, Temporary Lighting (Item P).
- **Labor** – City will compensate the Contractor based on Appendix B. Cost Proposal Equipment/Labor Rate Schedule (Item A).

TEMPORARY PORTABLE FUELING SITES AND DISPENSING

As directed by the City, the Contractor shall provide all labor, equipment, transportation and other incidentals required to provide temporary fueling sites and dispensing equipment at designated facilities.

The equipment proposed must be stabilized and properly secured units in the event of tornadoes, wildfires, floods or any other weather events that may affect the fueling facility.

The equipment shall have the capability of dispensing unleaded, off road diesel and on road diesel. The units shall be double contained.

The Contractor shall be responsible for furnishing and maintaining electrical supply resources for operation of equipment.

The City shall be responsible for the initial fuel delivery and all other deliveries thereafter.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

City will compensate the Contractor as follows:

- **Equipment/Materials** – City will compensate the Contractor based on the Contractor's actual supplier invoice plus a fixed percentage, per Appendix B. Cost Proposal section, Portable Fueling Dispensing Unit and Services (Item Q). The City can at any time request a copy of the supplier's invoice for the pay request.
- **Labor** – City will compensate the Contractor based on Appendix B. Cost Proposal Equipment/Labor Rate Schedule (Item A).

RENTAL OF VARIOUS EQUIPMENT WITH AND WITHOUT OPERATORS

As directed by the City, the Contractor shall provide all equipment, transportation, operators when requested and other incidentals required to provide rental of various equipment. This request shall include rear loading refuse trucks. This task will be reimbursed per the proposed hourly/rental rate schedule.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

City will compensate the Contractor as follows:

- **Specified Equipment** – City will compensate the Contractor based on Appendix B. Cost Proposal Equipment/Labor Rate Schedule (Item A).

- **Unspecified Equipment** – City will compensate the Contractor based on the Contractor’s actual supplier invoice plus a fixed percentage, per Appendix B. Cost Proposal Equipment/Labor Rate Schedule (Item A).

TEMPORARY FENCING

As directed by the City, the Contractor shall provide all labor, equipment, material transportation and other incidentals required to provide temporary fencing at designated facilities and areas.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

City will compensate the Contractor as follows:

- **Equipment/Materials** – City will compensate the Contractor based on the Contractor’s actual supplier invoice plus a fixed percentage, per Appendix B. Cost Proposal section, (Item S). The City can at any time request a copy of the supplier’s invoice for the pay request.
- **Labor and Specified Equipment** – City will compensate the Contractor based on the Equipment/Labor Rate Schedule (Item A).

OTHER DISASTER RELATED SERVICES: WATERWAY DEBRIS REMOVAL

Contractor will remove debris resulting from the event from the drainage and navigation canals and adjacent banks, as directed by the City. Debris to be removed will be vegetative and/or construction and demolition debris affecting the canals, but excludes removal of damaged and/or abandoned boats. The Contractor will also haul process and dispose of the collected debris, as directed by the City. Contractor shall be compensated at a fixed percentage over their cost. Labor for services shall be compensated based on Appendix B. Cost Proposal Equipment/Labor Rate Schedule (Item A).

Contractor will collect and remove boats that are severely damaged by the disaster event, and abandoned in or on the canals, and marinas of the City. Contractor will dispose of hazardous materials in accordance with applicable regulations, demolish and transport to a suitable location for final disposal. The City will determine the vessels to be removed, will establish that they have been legally abandoned by their owners, and will take other necessary steps as required by law before directing the Contractor to remove and dispose of the vessel. The Contractor is otherwise responsible for compliance with all regulations and requirements applicable to the removal and disposal process. Labor for services shall be compensated based on Appendix B Cost Proposal Equipment/Labor Rate Schedule (Item A).

APPENDIX B**COST PROPOSAL**

Using this form, each Offeror must state its proposed charges. Each Offeror's charges must include the entire cost of providing the services identified in this RFP.

Cost/Fee Proposals may be submitted in any form(s). Cost will be a factor in the City's evaluation

A. EQUIPMENT/LABOR

The Equipment with Operator/Labor description is general and may apply to several of the above specified tasks. Task specific equipment with operator needs shall be specifically stated with the proposal schedule for that task.

The proposed rates shall be inclusive of all maintenance, repairs, operational cost, and other incidental cost that may be required to perform services.

Item	Equipment/Labor Description	Hourly	Weekly	Hourly OT
A.1	210 Prentice Loader	\$	\$	\$
A.2	Self Loading Prentice Truck 25 to yard dump body	\$	\$	\$
A.3	Wheel Loader 2 ½ to 3 yard bucket	\$	\$	\$
A.4	Wheel Loader 3 to 5 yard bucket	\$	\$	\$
A.5	Tandem Dump Truck 16 to 20 yards	\$	\$	\$
A.6	Mini Loader/Bobcat	\$	\$	\$
A.7	Dozer/Cat D8 or equivalent	\$	\$	\$
A.8	Excavator with debris loading grapple/Cat 325 or equivalent	\$	\$	\$
A.10	Chainsaw with operator	\$	\$	\$
A.11	Laborers	\$	\$	\$
A.12	Four men crew with transportation	\$	\$	\$
A.13	Three men crew with transportation	\$	\$	\$
A.14	Two men crew with transportation	\$	\$	\$
A.15	Supervisor with transportation	\$	\$	\$
A.16	Safety Manager with transportation	\$	\$	\$

Item	Equipment/Labor Description	Hourly	Weekly	Hourly OT
A.17	Flagger for traffic control	\$	\$	\$
A.18	Canteen Staff	\$	\$	\$
A.19	Canteen Supervisor	\$	\$	\$
A.20	Trash Transfer Trailers – 100 yard with Tractor	\$	\$	\$
A.21	Trash Transfer Trailer _____ yard with Tractor	\$	\$	\$
A.22	Trash Transfer Trailer _____ yard with Tractor	\$	\$	\$
A.23	Equipment Transports	\$	\$	\$
A.24	Other Equipment:	\$	\$	\$
A.25	Other Equipment:	\$	\$	\$
A.26	Other Equipment:	\$	\$	\$
A.27	Other Equipment:	\$	\$	\$
A.28	Other Labor:	\$	\$	\$
A.29	Other Labor:	\$	\$	\$
A.30	Other Labor:	\$	\$	\$
A.31	Other Labor:	\$	\$	\$
A.32	Other Labor:	\$	\$	\$
A.33	Labor - Fueling of ancillary equipment and re-filling of water trucks– Hourly rate shall include labor, transportation and administration costs	\$	\$	\$

EQUIPMENT RENTAL ONLY – NO OPERATORS

Item	Description	Cost Per Hour
A.34	Refuse Trucks, Rear-Loading	\$
A.35	Miscellaneous Unspecified Construction Equipment	\$

B. EMERGENCY ROAD CLEARANCE

Contractor shall be compensated in accordance with schedule A above.

C. EMERGENCY POWER GENERATORS

NOTE: The following schedule relates to furnishing emergency power generators. The generators have been classified as “essential” and “non-essential”. The “essential” generators must be delivered within twenty-four (24) hours following a disaster event. In the event the City gives a thirty six (36) hour advanced notice of the “need for services”, the equipment shall be delivered prior to landfall. The “essential” generators may be immediately deployed into service, but may also be deemed as stand-by equipment. Other specified generators shall be requested on an “as-required” basis. In some instances the “essential” generators may not be necessary, which may result in the City returning them to the contractor.

The below rental prices shall include all labor, equipment, parts and materials to connect and properly maintain the unit, in accordance with use, and provide any necessary repairs. The City will advise the type of use for each generator. The type of use shall be classified as: 1) Stand-By; 2) 8 hours per day; and 3) 24 hours/7 days per week.

Item	Generator	Non-Essential Cost		Essential Cost	
		Round Trip Transportation	Cost per Week	Round Trip Transportation	Cost Per Week
C.1	30 KW minimum	\$	\$	\$	\$
C.2	45KW minimum	\$	\$	\$	\$
C.3	50 KW minimum	\$	\$	\$	\$
C.4	80 KW minimum	\$	\$	\$	\$
C.5	100 KW minimum	\$	\$	\$	\$
C.6	129 KW minimum	\$	\$	\$	\$
C.7	141 KW minimum	\$	\$	\$	\$
C.8	150 KW minimum	\$	\$	\$	\$
C.9	175 KW minimum	\$	\$	\$	\$
C.10	336 KW minimum	\$	\$	\$	\$
C.11	600 KW minimum	\$	\$	\$	\$
C.12	1180 KW minimum	\$	\$	\$	\$
C.13	1250 KW minimum	\$	\$	\$	\$
C.14	2500 KW minimum	\$	\$	\$	\$

D. SATELLITE COMMUNICATIONS

Equipment shall be leased by Contractor for a weekly cost.

Item	Description	Cost Per Week
D.1	Rental of Equipment & Usage-Must identify carrier, model of phones and provider. Must have 24/7 service providing the capability of calling nationwide from Texas – no additional roaming or long distance charges	\$

E. TEMPORARY SANITARY FACILITIES

Equipment shall be leased by Contractor for a weekly cost.

Item	Description	Round Trip Transportation Cost Per Unit	Cost Per Week
E.1	Comfort Station-10 stall units	\$	\$
E.2	Comfort Station-26 ft BT Unit	\$	\$
E.3	Shower Units – 4 stall	\$	\$
E.4	Shower Units 6 stall	\$	\$
E.5	Shower Units – 12 stall with 6 sinks	\$	\$
E.6	Portable Laundry Facilities	\$	\$

F. REEFER & REFRIGERATION CONTAINERS WITH INITIAL ICE DELIVERY

Equipment shall be leased by Contractor for a monthly cost. Cost for fueling, repairs and maintenance shall be compensated based on Appendix B. Cost Proposal Equipment/Labor Rate Schedule (Item A), if required.

Item	Description	Round Trip Transportation Cost Per Unit	Cost Per Month
F.1	Equipment Rental	\$	\$
F.2	Equipment Rental for Morgue	\$	\$
F.3	Initial Ice Delivery and possible future deliveries	\$	\$

G. POTABLE WATER TRUCK AND DRINKING WATER

Labor for fueling, refilling trucks and maintenance/repairs shall be compensated based on Appendix B. Cost Proposal Equipment/Labor Rate Schedule (Item A). Equipment shall be leased by Contractor for the cost per week.

Item	Description	Round Trip Transportation Cost Per Unit	Cost per Week
G.1	Equipment Rental	\$	\$
G.2	Initial Bottled Water Delivery and possible future deliveries	\$	\$

H. MOBILE FLEET REPAIR FACILITIES

Equipment shall be leased by Contractor for a weekly cost.

Item	Description	Round Trip Transportation Cost Per Unit	Cost Per Week
H.1	Equipment Rental	\$	\$
H.2	Staffing Labor	\$	\$
H.3	Materials (i.e., supplies, oil, repair materials)	\$	\$

I. TEMPORARY SIGNAGE AND TRAFFIC CONTROL

Labor for installing signage and traffic control devices shall be compensated based on Appendix B Cost Proposal Equipment/Labor Rate Schedule (Item A). Equipment shall be leased by Contractor for a monthly cost.

Item	Description	Cost Per Month
I.1	Equipment Rental	\$
I.2	Equipment Purchased by City	\$

J. CANTEEN

Equipment shall be leased by Contractor for cost per month. Labor for staffing Canteen shall be compensated based on Appendix B. Cost Proposal Equipment/Labor Rate Schedule (Item A).

Item	Description	Round Trip Transportation Cost Per Unit	Cost Per Month
J.1	Equipment Rental	\$	\$

K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL

Compensation for the services shall be based on the following schedule.

VEGETATIVE DEBRIS			
Item	Description	UOM	Unit Price
K.1	Pick up vegetative debris from curbside and haul to a TDSRS within five (5) miles of pick-up site (based on incoming yardage)	Cubic yard	\$
K.2	Pick up vegetative debris from curbside and haul to a TDSRS within ten (10) miles of pick-up site (based on incoming yardage)	Cubic yard	\$
K.3	Pick up vegetative debris from curbside and haul to a TDSRS in excess of ten (10) miles of pick-up site but within Brazoria County (based on incoming yardage)	Cubic yard	\$
K.4	Pick up vegetative debris from ROE personal property and haul to TDSRS within five (5) miles of pick-up site (based on incoming yardage)	Cubic yard	\$
K.5	Pick up vegetative debris from ROE personal property and haul to TDSRS within ten (10) miles of pick-up site (based on incoming yardage)	Cubic yard	\$
K.6	Pick up vegetative debris from ROE personal property and haul to TDSRS in excess of ten (10) miles from pick-up site but within Brazoria County (based on incoming yardage)	Cubic yard	\$
K.7	Reduction by mulching and site management (based on incoming yardage)	Cubic yard	\$
K.8	Loading and transporting Mulch to final disposal site within Brazoria County (based on reduced material outgoing for final disposal)	Cubic yard	\$
K.9	Loading and Transporting Mulch to final disposal site outside Brazoria County (based on reduced material outgoing for final disposal)	Cubic yard/ per mile	\$
K.10	ALTERNATE: Reduction by incineration and site management (based on incoming yardage)	Cubic yard	\$
K.11	ALTERNATE: Loading and Transporting Ash to final disposal site within Brazoria County (based on reduced material outgoing for final disposal)	Cubic yard/ per mile	\$

VEGETATIVE DEBRIS			
Item	Description	UOM	Unit Price
K.12	ALTERNATE: Loading and Transporting Ash to final disposal site outside Brazoria County (based on reduced material outgoing for final disposal)	Cubic yard/ per mile	\$
K.13	Pick up vegetative debris from curbside and transport directly to an approved Brazoria County disposal site. (based on picked up yardage)	Cubic yard	\$
K.14	Pick up vegetative debris from ROE personal property and transport directly to an approved Brazoria County disposal site. (based on picked up yardage)	Cubic yard	\$

CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (C&D)			
Item	Description	UOM	Unit Price
K.15	Pick up clean C&D from curbside and haul to TDSRS within five (5) miles of City of Sweeny (based on incoming yardage)	Cubic yard	\$
K.16	Pick up clean C&D from curbside and haul to TDSRS within ten (10) miles of City of Sweeny (based on incoming yardage)	Cubic yard	\$
K.17	Pick up clean C&D from curbside and haul to TDSRS in excess of ten (10) miles of City of Sweeny but within Brazoria County (based on incoming yardage)	Cubic yard	\$
K.18	Pick up clean C&D from ROE personal property and haul to TDSRS within five (5) miles of City of Sweeny (based on incoming yardage)	Cubic yard	\$
K.19	Pick up clean C&D from ROE personal property and haul to TDSRS within ten (10) miles of City of Sweeny (based on incoming yardage)	Cubic yard	\$
K.20	Pick up clean C&D from ROE personal property and haul to TDSRS in excess of ten (10) miles of City of Sweeny but within Brazoria County (based on incoming yardage)	Cubic yard	\$
K.21	Reduction of clean C&D by compaction and site management (based on incoming yardage)	Cubic yard	\$

CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (C&D)			
Item	Description	UOM	Unit Price
K.22	Loading and Transporting compacted clean C&D to final disposal site within Brazoria County (based on reduced material outgoing for final disposal)	Cubic yard	\$
K.23	Loading and Transporting compacted clean C&D to final disposal site outside Brazoria County (based on reduced material outgoing for final disposal)	Cubic yard/ per mile	
K.24	Pick up clean C&D from curbside and transport directly to an approved Brazoria County disposal site. (based on picked up yardage)	Cubic yard	\$
K.25	Pick up clean C&D from ROE personal property and transport directly to an approved Brazoria County disposal site. (based on picked up yardage)	Cubic yard	\$
K.26	Pick up contaminated C&D from curbside and haul to TDSRS within five (5) miles of Sweeny, _____, _____ (based on incoming yardage)	Cubic yard	\$
K.27	Pick up contaminated C&D from curbside and haul to TDSRS within ten (10) miles of Sweeny, _____, _____ (based on incoming yardage)	Cubic yard	\$
K.28	Pick up contaminated C&D from curbside and haul to TDSRS in excess of ten (10) miles of Sweeny, _____, _____ (based on incoming yardage)	Cubic yard	\$
K.29	Pick up contaminated C&D from ROE personal property and haul to TDSRS within five (5) miles of Sweeny, _____, _____ (based on incoming yardage)	Cubic yard	\$
K.30	Pick up contaminated C&D from ROE personal property and haul to TDSRS within ten (10) miles of Sweeny, _____, _____ (based on incoming yardage)	Cubic yard	\$
K.31	Pick up contaminated C&D from ROE personal property and haul to TDSRS in excess of ten (10) miles of City of Sweeny but within Brazoria County (based on incoming yardage)	Cubic yard	\$
K.32	Reduction of contaminated C&D by compaction and site management (based on incoming yardage)	Cubic yard	\$

CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (C&D)			
Item	Description	UOM	Unit Price
K.33	Loading and Transporting compacted contaminated C&D to final disposal site within Brazoria County (Tonnage based on individual weight tickets from disposal site)	Ton	\$
K.34	Loading and Transporting compacted contaminated C&D to final disposal site outside Brazoria County (Tonnage based on individual weight tickets from disposal site)	Per Ton/ per mile	\$ \$
K.35	Pick up contaminated C&D from curbside and transport directly to an approved Brazoria County disposal site. (Tonnage based on individual weight tickets from disposal site)	Ton	\$
K.36	Pick up contaminated C&D from ROE personal property and transport directly to an approved Brazoria County disposal site. (Tonnage based on individual weight tickets from disposal site)	Ton	\$

WHITE GOODS			
Item	Description	UOM	Unit Price
K.37	Pick up of White Goods and transportation to the City's Recycling Center	Each	\$
K.38	Pick up of White Goods and transportation to a City recognized recycling vendor, located within Brazoria County	Each	\$
K.39	Pick up and transportation of White Goods to the TDSRS for the City's pick up and final disposal	Each	\$

HAZARDOUS WASTE			
Item	Description	UOM	Unit Price
K.40	Pick up of Hazardous Household Waste. Offerors shall provide their program method and pricing structure for hazardous household waste. Including TVs and other electronics	Each	\$

K.41	Pick up of (E-Waste) and transportation to a recognized recycling vendor. Offerors shall provide their program method and pricing structure for E-waste.	Each	\$
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L. TREE AND STUMP REMOVAL

Compensation for Tree/Tree Stump services shall be based on the schedule below. **Tree limb removal to be reimbursed based on the unit rates proposed in Schedule A.**

TREE AND STUMP REMOVAL			
Item	Description	Stump Unit Price	Tree Unit Price
L.1	24" diameter and greater, but less than 48" diameter	\$	\$
L.2	Equal to or greater than 48"	\$	\$

M. DEMOLITION OF STRUCTURES

Compensation for services shall be based on the schedule below.

Item	Description	UOM	Unit Price
M.1	Single Story-Frame Structure, Demolish and secure site only	Sq ft	\$
M.2	Two Story-Frame Structure, Demolish and secure site only	Sq Ft	\$
M.3	Single Story-Block Structure, Demolish and secure site only	Sq Ft	\$
M.4	Two Story-Block Structure, Demolish and secure site only	Sq Ft	\$
M.5	Additional Stories – Block Structure – 3 stories and above, Demolish only and secure site	Sq Ft	\$
M.6	Additional Stories – Frame Structure – 3 stories and above, Demolish only and secure site	Sq Ft	\$

N. EMERGENCY DRY-IN OF FACILITIES

Labor for performing services shall be compensated based on Appendix B. Cost Proposal Equipment/Labor Rate Schedule (Item A). Equipment shall be leased by Contractor for a daily cost.

Item	Description	Cost Per Day
N.1	Non-specified Equipment Rental	\$
N.2	Materials (i.e. plywood, hardware materials)	\$

O. TEMPORARY SECURITY

Labor for performing services shall be compensated based on Appendix B. Cost Proposal Equipment/Labor Rate Schedule (Item A).

Item	Description	Cost
O.1	Equipped Security Staffing w/transportation.	\$

P. TEMPORARY LIGHTING

Labor for fueling, lighting maintenance and maintenance/repairs of equipment shall be compensated based on Appendix B. Cost Proposal Equipment/Labor Rate Schedule (Item A). Equipment shall be leased by Contractor for a weekly cost.

Item	Description	Cost Per Week
P.1	Equipment Rental	

Q. PORTABLE FUELING DISPENSING UNIT AND SERVICES

Labor for fueling services and maintenance/repairs of equipment shall be compensated based on Appendix B. Cost Proposal Equipment /Labor Rate Schedule (Item A). Equipment shall be leased by Contractor for the weekly cost.

Item	Description	Cost Per Week
Q.1	Equipment Rental	\$

R. MISCELLANEOUS EQUIPMENT RENTAL

Contractor shall be compensated in accordance with Appendix B. Cost Proposal Equipment/Labor Rate Schedule (Item A).

VENDOR REFERENCES

Please list at least three (3) companies or governmental agencies where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

OFFEROR MUST RETURN THIS PAGE WITH OFFER

APPENDIX D

LETTER OF INTEREST

RFP – To Provide Debris Removal Services

Deadline: June 02, 2023 at 2 P.M.

The undersigned firm submits the following information (this RFP submittal) in response to the Request for Proposals, issued by the City of Sweeny, TX (City) to provide Debris Removal & Emergency Services for the City of Sweeny, TX. Enclosed, and by this reference incorporated herein and made a part of this RFP, are the following:

- ❖ Completed Cost Proposal
- ❖ References
- ❖ Completed RFP Letter of Interest Form
- ❖ Completed Affidavit
- ❖ Completed Conflict of Interest Form
- ❖ Completed Non Collusion Affidavit
- ❖ House Bill 89 Verification
- ❖ Proposer Warranties
- ❖ SB 252
- ❖ Federal Clauses (1-12)
- ❖ Verifications

Firm understands that the City is not bound to select any firm for the final pre-qualified list and may reject any responses submitted.

Firm also understands that all costs and expenses incurred by it in preparing this RFP and participating in this process will be borne solely by the firm, and that the required materials to be submitted will become the property of the City and will not be returned.

Firm agrees that the City will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this RFP. Firm accepts all terms of the RFP submittal process by signing this letter of interest and making the RFP submittal.

This RFP shall be governed by and construed in all respects according to the laws of the State of Texas.

Firm Name **Date**

Address **City/State/Zip**

Authorized Signature **Title**

Name (please print) **Telephone**

Email

APPENDIX E

AFFIDAVIT

All pages in Offeror’s Responses containing statements, letters, etc., shall be signed by a duly authorized officer of the company whose signature is binding.

The undersigned offers and agrees to one of the following:

_____ I hereby certify that **I do not have** outstanding debts with the City of Sweeny. I further agree to pay succeeding debts as they become due.

_____ I hereby certify that **I do have** outstanding debts with the City of Sweeny and agree to pay said debts prior to execution of this agreement. I further agree to pay succeeding debts as they become due.

_____ I hereby certify that **I do have** outstanding debts with the City of Sweeny and agree to enter into an agreement for the payment of said debts. I further agree to pay succeeding debts as they become due.

Firm Name **Date**

Address **City/State/Zip**

Authorized Signature **Title**

Name (please print) **Telephone**

Email

STATE: _____

COUNTY: _____

SUBSCRIBED AND SWORN to before me by the above named _____

on this the _____ day of _____, 20_____.

Notary Public

RETURN THIS AFFIDAVIT AS PART OF THE PROPOSAL

APPENDIX F

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For Vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001 (1-a) with a local governmental entity and the person meets requirements under Section 176.006 (a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1. Name of person who has a business relationship with local governmental entity.**2. Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of a local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government Officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4. _____
Signature of person doing business with the governmental entity Date

APPENDIX G

PROPOSER WARRANTIES

- A. Proposer warrants that it is willing and able to comply with State of Texas laws with respect to foreign (non-state of Texas) corporations.
- B. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Firm Name **Date**

Address **City/State/Zip**

Authorized Signature **Title**

Name (please print) **Telephone**

Email

APPENDIX H

CITY OF SWEENY, TEXAS
NON-COLLUSION AFFIDAVIT

CITY OF SWEENY §
STATE OF TEXAS §

By the signature below, the signatory for the bidder certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature:

Printed Name: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

SUBSCRIBED and sworn to before me by the above named _____ on this the _____ day of _____, 20____.

Notary Public in and for the
State of Texas

My commission expires: _____

APPENDIX I

House Bill 89 Verification

I, _____ (Person name), the undersigned representative (hereafter referred to as "Representative") of _____

_____ (company or business name, hereafter referred to as "Business Entity"), being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and affirm the following:

1. That Representative is authorized to execute this verification on behalf of Business Entity;
2. That Business Entity does not boycott Israel and will not boycott Israel during the term of any contract that will be entered into between Business Entity and the City of Sweeny; and
3. That Representative understands that the term "boycott Israel" is defined by Texas Government Code Section 2270.001 to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

SIGNATURE OF REPRESENTATIVE

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, on this day of _____, 20____.

Notary Public

APPENDIX J

**SB 252
CHAPTER 2252 CERTIFICATION**

I, _____, the

undersigned a representative of _____
(Company or Business Name)

being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Sweeny Finance Department and Administration.

Name of Company Representative (Print)

Signature of Company Representative

Date

APPENDIX K

MBE DOCUMENT

By signing this document the contractor is acknowledging that if a subcontractor is required the following will be done to make a good faith effort to hire a minority business (HUB or DBE).

1. **Solicitation Lists.** Must place small and minority businesses and women's business enterprises on solicitation lists. 2 C.F.R. § 200.321(b)(1).
2. **Solicitations.** Must assure that it solicits small and minority businesses and women's business enterprises whenever they are potential sources. 2 C.F.R. § 200.321(b)(2).
3. **Dividing Requirements.** Must divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises. 2 C.F.R. § 200.321(b)(3).
4. **Delivery Schedules.** Must establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises. 2 C.F.R. § 200.321(b)(4).
5. **Obtaining Assistance.** Must use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. 2 C.F.R. § 200.321(b)(5).

_____ (printed name of signatory)

_____ (signature and date)

FEDERAL CLAUSES

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(printed name of signatory)

(signature and date)

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
31 U.S.C. 3801 et seq.

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., "Administrative Remedies for False Claims and Statements," apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(printed name of signatory)

(signature and date)

3. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

(printed name of signatory)

(signature and date)

**4. EQUAL EMPLOYMENT OPPORTUNITY
29 CFR Part 1630, 41 CFR Parts 60 et seq.**

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

(printed name of signatory)

(signature and date)

5. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT

By signing and submitting its bid or proposal, the bidder or proposer agrees to comply with the following:

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(printed name of signatory)

(signature and date)

**6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
29 CFR § 5.5(b)**

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** – The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(printed name of signatory)

(signature and date)

7. LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq apply to this certification and disclosure, if any.

Executed this _____ day of _____, 20__

By _____
Signature of Bidder/Contractor /Subcontractor's Authorized Official

Printed Name of Bidder/Contractor /Subcontractor's Authorized Official

Title of Authorized Official

8. CLEAN AIR
42 U.S.C. § 7401 et seq.

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

(printed name of signatory)

(signature and date)

9. CLEAN WATER REQUIREMENTS
33 U.S.C. 1251 et seq.

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

(printed name of signatory)

(signature and date)

**10. PROCUREMENT OF RECOVERED
MATERIALS
42 U.S.C. 6962**

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(printed name of signatory)

(signature and date)

11. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval

(printed name of signatory)

(signature and date)

12. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(printed name of signatory)

(signature and date)

APPENDIX M

**I. VERIFICATION REQUIRED BY
TEXAS GOVERNMENT CODE SECTION 2271.002**

Chapter 2271 of the Texas Government Code prohibits the City from entering into a contract for goods or services that (a) has a value of \$100,000 or more that is to be paid wholly or partly from public funds and (b) is with a for-profit company, not including a sole proprietorship, that has 10 or more full-time employees unless the contract contains a written verification from the company that it (1) does not boycott Israel, and (2) will not boycott Israel during the term of the contract. Boycotting Israel includes refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or with an Israeli controlled territory, but does not include an action made for ordinary business purposes.

By executing this contract, Consultant verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

**II. VERIFICATION REQUIRED BY
TEXAS GOVERNMENT CODE SECTION 2274.002**

Chapter 2274 of the Texas Government Code prohibits the City from entering into a contract for goods or services that (a) has a value of \$100,000.00 or more that is to be paid wholly or partly from public funds and (b) is with a for-profit company, not including a sole proprietorship, that has 10 or more full-time employees unless the contract contains a written verification from the company that it (1) does not boycott energy companies, and (2) will not boycott energy companies during the term of the contract. Boycotting energy companies includes without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Section (A).

By executing this contract, Consultant verifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract.

**III. VERIFICATION REQUIRED BY
TEXAS GOVERNMENT CODE SECTION 2274.002**

Chapter 2274 of the Texas Government Code prohibits the City from entering into a contract for goods or services that (a) has a value of \$100,000.00 or more that is to be paid wholly or partly from public funds and (b) is with a for-profit company, not including a sole proprietorship, that has 10 or more full-time employees unless the contract contains a written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of the contract

against a firearm entity or firearm trade association. Discriminating against a firearm entity or firearm trade association is defined in Texas Government Code Section 2274.001.

By executing this contract, Consultant verifies that it does not discriminate against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this contract.

IV. VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2252

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies it: (1) is not identified on a list prepared and maintained under Texas Government Code § 806.051, § 807.051, or § 2252.153; (2) is not engaged in business with Iran, Sudan, or a foreign terrorist organization; and (3) Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

The above-stated verifications are given as to the below named company and as to its wholly-owned subsidiaries, majority-owned subsidiaries, parent companies and affiliates.

The above-stated verifications are submitted by the company’s general counsel, chief compliance officer, managing director or other officer given specific authority to so execute on behalf of the company.

Company/Firm: _____

Signature

Printed Name: _____

Title: _____

Date: _____



May 26, 2023

ADDENDA

Referencing all 2023 Debris Related RFP's to Include: DISASTER RECOVERY GRANT MANAGEMENT & ADMINISTRATION SERVICES, DEBRIS REMOVAL AND EMERGENCY SERVICES, AND DEBRIS MONITORING SERVICES

REFERENCING ALL 2023 DEBRIS RFP's

1. Will responses to questions and other addenda be posted in the same location as the RFP?
Addenda will be posted on the Budget and Finance page of the City of Sweeny's website at www.sweenytx.gov

DISASTER RECOVERY GRANT MANAGEMENT & ADMINISTRATION SERVICES

1. Is there a deadline for submittal of questions regarding the RFP?
Deadline for questions regarding submittal will be Tuesday, May 30th, 2023 at Close of Business, 4:30 P.M.
Please note that all sealed submittals must be received and time stamped by 1 P.M., Friday June 2nd, 2023.
2. Can the City clarify the proposer's responsibilities for "debris missions" under the Disaster Recovery Grant Management and Administration scope?
Debris Missions meaning any debris related issues, projects, damages, assessments that would be obtainable and possible either covered or related to any type of grant funding to include response and recovery activities as well as grant funding available for emergency protective measures and recovery missions that serve the public's health and safety.
3. It is requested that proposals be limited to no more than 50 pages, excluding resumes. Are the following proposal elements included in the page count?
 - a. Covers and section dividers
 - b. Table of contents
 - c. Required forms
 - d. Blank pages included to improve pagination between sections

All of the listed above are included in the page count of no more than 50 pages, excluding resumes.

DEBRIS REMOVAL & EMERGENCY SERVICES

1. Can the City confirm tipping fees are the responsibility of the contractor and should be included in our pricing?
Tipping fees are the responsibility of the contractors. Tipping fees shall be included in the unit rates proposed for services.



2. On page 14 it states that the City will issue a notice to proceed within 10 days of executing the contract. Does that mean this contract is for current work to be done?

The City Council will award a contract. If the City is in the middle of an event requiring debris removal or emergency services, the City would issue a notice to proceed within 10 days of executing the contract. If the City is not requiring immediate action upon award of the contract, the requirements would be as followed in the RFP for notification upon services needed.

3. Can the City confirm there are no bonds required for this project?

No bonds are required for this project. Insurance is required and must be submitted per the requirements starting on page 13 under INSURANCE.

4. Will the City consider changing the scope to allow for the debris from removing hazardous leaning trees and hanging limbs to be placed in the ROW to be collected and paid for as regular vegetative debris?

The City will consider submittals to allow for the debris from removing hazardous leaning trees and hanging limbs to be placed in the ROW to be collected and paid for as regular vegetative debris.

5. There is currently no line item for cutting hazardous hanging limbs, will the City consider adding a line item for this?

Yes, the line has been added and updated as L.3

6. How does the City intend to handle trees that are smaller than 24'' for hazardous trees/limbs?

Yes, the line has been added and updated as L.4

DEBRIS MONITORING SERVICES

1. Bid Schedule, Page 19 is blank on the RFP.

Please see the updated on the original RFP, page 19- ATTACHMENT 2.



AGENDA MEMO

Business of the City Council

City of Sweeny, Texas

Meeting Date	08/15/2023	Agenda Item	
Approved by City Manager		Presenter(s)	Kaydi Smith
Reviewed by City Attorney		Department	EOC/Administration
Subject	Discussion/ Possible Action to Award the Selection of a Debris Monitoring Services Contractor		
Attachments	Scoring Tabulations; Reviewers Individual S		
Financial Information	Expenditure Required:		
	Amount Budgeted:		
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

In preparation of Hurricane Season and Emergency Management Preparations, the City has posted three Request for Proposals (RFP) to include Disaster Recovery Grant Management and Administration Services, Debris Removal and Emergency Services, & Debris Monitoring Services.

These three contractors would be deployed in the event of an emergency situation and are required to be previously selected thru RFP's for any FEMA/TDEM funding if eligible after reaching the thresholds set.

The Debris Monitoring Services contracting firm would assist in the monitoring of disaster debris collection and disposal operations on behalf of the City to ensure compliance with Federal requirements and applicant debris management plans as related to contractor oversight, truck measurements, load ticket preparation and issuing, report, preparation, and project administration. Actual contract value will be negotiated with the successful proposing agency prior to issuance of the notice to proceed for each event. Work shall begin on notice to proceed and continue for no longer than 60 days, unless extended by the City with 10 days written notice. Consultant must be prepared to fully deploy debris monitors within 24 hours from the notice to proceed. **UPON AWARD AND CONTRACT, LENGTH OF CONTRACT WILL NEED TO BE SPECIFIED.**

City Recommends Rostan Solutions according to the scoring tabulations.

Recommended length of contract is suggested to reflect the contract length of the Debris Removal & Emergency Services Contractors which is one year with the possibility of two one-year extensions.

For each RFP, reviewers have scored each submitter based on their proposals and according to the scoring criteria stated within the original RFP. City has tabulated scores from all reviewers and recommending the contractors showing the overall/combined highest score.

Recommended Action

Take Action to Award and Select a Debris Monitoring Services Contractor **for a contract length of one year with the possibility of two, one-year extensions.**

City Recommends Rostan Solutions according to the scoring tabulations.

CITY OF SWEENY DEBRIS MONITORING SERVICES
 RESPONSES TO REQUESTS FOR PROPOSALS RFP SCORES

Term of Contract: Actual Contract value will be negotiated with the successful proposing agency prior to issuance of the notice to proceed for each event. Work shall begin on notice to proceed and continue for no longer than 60 days, unless extended by the City with 10 days written notice. Consultant must be prepared to fully deploy debris monitors within 24 hours from the notice to proceed. Upon award and contract, length of contract will need to be specified.

FIRM	Limit of 10 Pages (5)	Office Location/ Key Personnel (5)	Evidence of Satisfactory Completion of Disaster Debris Monitoring in the past 5 years at similar jurisdictions (15)	The scope, project budget, and operation duration (15)	Summarized past experience (5)	List of references (5)	Knowledge and Expertise with applicant Solid Waste Regulations and Disaster Debris Management Policies (15)	Sub Consultants/ Subcontractors that may be used (5)	3 Year claims/litigation history and status (10)	Bid Schedule (20)	TOTAL (100)
Debris Tech											
REVIEWER 1	3	5	15	13	5	0	14	3	10	20	88
REVIEWER 2	3	4	15	0	5	3	5	0	10	15	60
										AVERAGE	74.00
Disaster Program and Operations Inc.											
REVIEWER 1	5	3	15	7	5	5	15	5	10	0	70
REVIEWER 2	2	2	12	0	3	5	10	5	10	0	49
										AVERAGE	59.50
Rostan Solutions											
REVIEWER 1	5	5	13	12	4	3	13	5	8	20	88
REVIEWER 2	5	3	12	10	5	0	15	3	0	15	68
										AVERAGE	78.00

City of Sweeny
 RFP: Debris Monitoring Services
 Bid Closing Date: 06/02/2023
 Bid Opening Date: 06/02/2023

Name of Company Debris Tech
 Reviewer Russel Loflon
 Date of Review 7 12 2023

Item 12.

Debris Monitoring Services Review

Term of Contract: The actual contract value will be negotiated with the successful proposing agency prior to issuance of the notice to proceed for each event.

Work shall begin on notice to proceed and continue for no longer than 60 days, unless extended by the City with 10 days written notice. Consultant must be prepared to fully deploy debris monitors within 24 hours from the notice to proceed.

Upon award and contract, length of contract will need to be specified.

Scoring Criteria	Max Points Possible	Assessed Points	Notes/Important Information
Limit of 10 pages	5 points	3	Went over by 2 12 Pages total
Office Location / Key Personnel	5 points	5	
Evidence of Satisfactory Completion of Disaster Debris Monitoring in the past 5 years at similar jurisdictions	15 points	15	Shows 33 Completed Monitoring jobs complete
The scope, project budget, and operation duration	15 points	13	look good
Summarized past experience	5 points	5	Good Summarized exp
List of references	5 points	0	2 Numbers Disconnected and The 3rd would not take my call.
Knowledge and Experience with Applicant Solid Waste Regulations and Disaster Debris Management Policies	15 points	14	Seems to have Knowledge of All
Sub Consultants/ Subcontractors that may be used	5 points	3	might have over looked But did not see any listed
3 year claims/ litigation history and status	10 points	10	Clean Record
Bid Schedule	20 points	20	
Total	100 Points	88	

City of Sweeny
 RFP: Debris Monitoring Services
 Bid Closing Date: 06/02/2023
 Bid Opening Date: 06/02/2023

Name of Company Debris Tech
 Reviewer Clarena W
 Date of Review 07/12/2023

Item 12.

Debris Monitoring Services Review

Term of Contract: The actual contract value will be negotiated with the successful proposing agency prior to issuance of the notice to proceed for each event.

Work shall begin on notice to proceed and continue for no longer than 60 days, unless extended by the City with 10 days written notice. Consultant must be prepared to fully deploy debris monitors within 24 hours from the notice to proceed.

Upon award and contract, length of contract will need to be specified.

Scoring Criteria	Max Points Possible	Assessed Points	Notes/Important Information
Limit of 10 pages	5 points	3	0.5 not follow instructions (2) Page NOT clearly cover [unclear]
Office Location / Key Personnel	5 points	4	Correct proposal team but an office in Miss. ss: pri.??
Evidence of Satisfactory Completion of Disaster Debris Monitoring in the past 5 years at similar jurisdictions	15 points	15	may cited jobs were as subs but that is still very relevant.
The scope, project budget, and operation duration	15 points	0	None of these are referenced. Only reference is to their automated software.
Summarized past experience	5 points	5	Applicable experience but all at or less than (5) years.
List of references	5 points	3	Presented but no local clients (page 10)
Knowledge and Experience with Applicant Solid Waste Regulations and Disaster Debris Management Policies	15 points	5	Not really addressed. One can assume from the info but it should have been highlighted
Sub Consultants/ Subcontractors that may be used	5 points	0	Not disclosed
3 year claims/ litigation history and status	10 points	10	acceptable
Bid Schedule	20 points	15	Acceptable. No comment
Total	100 Points	60	

City of Sweeny
 RFP: Debris Monitoring Services
 Bid Closing Date: 06/02/2023
 Bid Opening Date: 06/02/2023

Name of Company Disaster Program and Oper Item 12.
 Reviewer Russel Lofton
 Date of Review 7/12/2023

Debris Monitoring Services Review

Term of Contract: The actual contract value will be negotiated with the successful proposing agency prior to issuance of the notice to proceed for each event.

Work shall begin on notice to proceed and continue for no longer than 60 days, unless extended by the City with 10 days written notice. Consultant must be prepared to fully deploy debris monitors within 24 hours from the notice to proceed.

Upon award and contract, length of contract will need to be specified.

Scoring Criteria	Max Points Possible	Assessed Points	Notes/Important Information
Limit of 10 pages	5 points	5	10 Pages
Office Location / Key Personnel	5 points	3	office in Florida
Evidence of Satisfactory Completion of Disaster Debris Monitoring in the past 5 years at similar jurisdictions	15 points	15	Good Record of monitoring
The scope, project budget, and operation duration	15 points	7	Project scope seems fine, No Budget shown
Summarized past experience	5 points	5	Good list
List of references	5 points	5	Amazing Response
Knowledge and Experience with Applicant Solid Waste Regulations and Disaster Debris Management Policies	15 points	15	look very good
Sub Consultants/ Subcontractors that may be used	5 points	5	look good
3 year claims/ litigation history and status	10 points	10	none in the last 3 years
Bid Schedule	20 points	0	NO BID Schedule in Pack
Total	100 Points	70	

City of Sweeny
 RFP: Debris Monitoring Services
 Bid Closing Date: 06/02/2023
 Bid Opening Date: 06/02/2023

(2) Name of Company Disaster Program & Opera
 Reviewer Clarence W.
 Date of Review 7-12-23 Item 12.

Debris Monitoring Services Review

Term of Contract: The actual contract value will be negotiated with the successful proposing agency prior to issuance of the notice to proceed for each event.

Work shall begin on notice to proceed and continue for no longer than 60 days, unless extended by the City with 10 days written notice. Consultant must be prepared to fully deploy debris monitors within 24 hours from the notice to proceed.
Upon award and contract, length of contract will need to be specified.

Scoring Criteria	Max Points Possible	Assessed Points	Notes/Important Information
Limit of 10 pages	5 points	2	Over the requested limit
Office Location / Key Personnel	5 points	2	1- Office location is a significant distance 2- key staff listed but <u>no</u> referenced recent exper
Evidence of Satisfactory Completion of Disaster Debris Monitoring in the past 5 years at similar jurisdictions	15 points	12	Many great experiences referenced but Not many are " <u>similar jurisdictions</u> "
The scope, project budget, and operation duration	15 points	0	Not included.
Summarized past experience	5 points	3	Not "summarized".
List of references	5 points	5	Acceptable, No comment
Knowledge and Experience with Applicant Solid Waste Regulations and Disaster Debris Management Policies	15 points	10	Generalized, high-level reference to several knowleg & Experience
Sub Consultants/ Subcontractors that may be used	5 points	5	None will be used
3 year claims/ litigation history and status	10 points	10	None
Bid Schedule	20 points	0	NOT included
Total	100 Points	49	

City of Sweeny
 RFP: Debris Monitoring Services
 Bid Closing Date: 06/02/2023
 Bid Opening Date: 06/02/2023

Name of Company Rostan Solutions
 Reviewer Russel Lofton
 Date of Review 7 12 2023

Item 12.

Debris Monitoring Services Review

Term of Contract: The actual contract value will be negotiated with the successful proposing agency prior to issuance of the notice to proceed for each event.

Work shall begin on notice to proceed and continue for no longer than 60 days, unless extended by the City with 10 days written notice. Consultant must be prepared to fully deploy debris monitors within 24 hours from the notice to proceed.

Upon award and contract, length of contract will need to be specified.

Scoring Criteria	Max Points Possible	Assessed Points	Notes/Important Information
Limit of 10 pages	5 points	5	9 Pages ✓
Office Location / Key Personnel	5 points	5	
Evidence of Satisfactory Completion of Disaster Debris Monitoring in the past 5 years at similar jurisdictions	15 points	13	The References I got in touch with were very high on their services Could not verify a couple references
The scope, project budget, and operation duration	15 points	12	Did not clearly understand
Summarized past experience	5 points	4	Good work history
List of references	5 points	3	Could not get in touch with one, And Brazoria County did not have anyone that had knowledge of their work
Knowledge and Experience with Applicant Solid Waste Regulations and Disaster Debris Management Policies	15 points	12	Seems to have vast knowledge in these areas
Sub Consultants/ Subcontractors that may be used	5 points	5	looked good
3 year claims/ litigation history and status	10 points	8	2 litigations Active
Bid Schedule	20 points	20	
Total	100 Points	88	

City of Sweeny
 RFP: Debris Monitoring Services
 Bid Closing Date: 06/02/2023
 Bid Opening Date: 06/02/2023

Name of Company Roster
 Reviewer Clarence W.
 Date of Review 7-12-23

Item 12.

Debris Monitoring Services Review

Term of Contract: The actual contract value will be negotiated with the successful proposing agency prior to issuance of the notice to proceed for each event.

Work shall begin on notice to proceed and continue for no longer than 60 days, unless extended by the City with 10 days written notice. Consultant must be prepared to fully deploy debris monitors within 24 hours from the notice to proceed.

Upon award and contract, length of contract will need to be specified.

Scoring Criteria	Max Points Possible	Assessed Points	Notes/Important Information
Limit of 10 pages	5 points	5	10 pages if you do not count transmitted letter.
Office Location / Key Personnel	5 points	3	Location is fairly far away to be very responsive to us
Evidence of Satisfactory Completion of Disaster Debris Monitoring in the past 5 years at similar jurisdictions	15 points	12	Some projects cited but not enough info to determine if they were <u>similar</u> jurisdictions...
The scope, project budget, and operation duration	15 points	10	Very poorly addressed relevant information scattered throughout the document
Summarized past experience	5 points	5	acceptable
List of references	5 points	0	Am I missing it? I see <u>no</u> references.
Knowledge and Experience with Applicant Solid Waste Regulations and Disaster Debris Management Policies	15 points	15	Acceptable, no comments
Sub Consultants/ Subcontractors that may be used	5 points	3	references to subs?? only (1) referenced (MPACT)
3 year claims/ litigation history and status	10 points	0	Two very recent claims with Corpus Christi ISO suit <u>Active</u> .
Bid Schedule	20 points	15	middle of the range compared to other respondents.
Total	100 Points	68	

**REQUEST FOR PROPOSAL
DEBRIS MONITORING SERVICES FOR
THE CITY OF SWEENY, TEXAS**

DEADLINE: Sealed proposal submittals must be received and time stamped by **3 p.m., Central Standard Time, Friday, June 2nd, 2023.** (The clock located in the City Secretary’s office will be the official time.) All proposals received will be read aloud at **3:05 p.m. on Friday, June 2nd, 2023** in the City Council Chambers, City Hall, 102 W Ashley Wilson Road, Sweeny, TX. 77480. Proposals will be opened in a manner to avoid public disclosure of contents; however, only the names of proposers will be read aloud.

MARK ENVELOPE: RFP DEBRIS MONITORING SERVICES

DELIVERY ADDRESS: Please submit **one (1) original hard copy, three (3) exact duplicate copies, and one electronic copy (USB)** of your **RFP** to:

CITY OF SWEENY
CITY MANAGER
102 W ASHLEY WILSON ROAD
P. O. BOX 248
SWEENY, TEXAS 77480

POINTS OF CONTACT:

Questions concerning the **Request for Proposal** should be directed **in writing** to:

City of Sweeny
Lindsay Koskiniemi, City Manager
102 W Ashley Wilson Rd.
Sweeny, Texas 77480
citymanager@sweenytx.gov

The enclosed REQUEST FOR PROPOSAL (RFP) and accompanying General Instructions are for your convenience in submitting proposals for the enclosed referenced services for the City of Sweeny.

Proposals must be signed by a person having authority to bind the firm in a contract. Proposals shall be placed in a sealed envelope, with the Vendor's name and address in the upper left-hand corner of the envelope.

ALL PROPOSALS MUST BE RECEIVED IN THE CITY SECRETARY'S OFFICE BEFORE OPENING DATE AND TIME. It is the sole responsibility of the firm to ensure that the sealed RFP submittal arrives at the above location by specified deadline regardless of delivery method chosen by the firm. Faxed or electronically transmitted RFP submittals will not be accepted.

Lindsay Koskiniemi
City Manager
City of Sweeny

Debris Monitoring Plan and Monitoring Forms

1.0 General

The City of Sweeny has entered into a contract with _____ for the purpose of:

- Removing storm-generated debris from City of Sweeny rights-of-way and hauling the debris to a temporary debris management site (DMS) for volume reduction and/or to a final disposal site
- Setting up and operating at a location pre-determined with the City of Sweeny and Debris Contractor and the DMS (to be determined.)
- Hauling chips/mulch from the debris volume reduction site(s) to a location of the Debris Manager's choosing

The Debris Manager will be responsible for monitoring the contractor's debris removal and disposal activities using debris monitoring contractor personnel to prepare debris load tickets and oversee the debris removal and disposal contractor's operations.

2.0 Purpose

The purpose of this plan is to outline the debris monitoring responsibilities of the debris monitoring contractor's personnel. This plan is subject to revision based on changing conditions.

3.0 Monitoring Operations

The debris removal and disposal contractor will be responsible for removing all eligible debris from maintained street rights-of-way and hauling the debris to designated DMSs.

Contractor debris monitoring activities will be controlled by the Contractor's Project Manager located at _____. Phone number is _____.

The debris monitor's workday is expected to be from 7 a.m. to 6 p.m., or a maximum of 10 hours per day, 7 days per week.

Debris monitors will be responsible for initiating debris load tickets at contractor debris loading sites and estimating and recording the quantity of debris, in cubic yards (CY) on debris load tickets of *all* vehicles entering temporary DMSs (Figure B-1).

3.1 Loading Site Monitors

The loading site monitor is responsible for completing the debris load ticket, the Daily Loading Site Monitor Log, and the Daily Debris Issue Log. Each of these is described below.

Sample Debris Load Ticket

The loading site monitor will complete Section 1 of the load ticket (Figure B-1) for all contractor debris-hauling vehicles. The monitor will keep one copy and give the original and remaining copies to the truck driver. The monitor’s copy will be submitted to the debris monitoring contractor’s Data Entry Supervisor or designated representative on a daily basis. Load ticket information will be entered into a database by the monitoring contractor’s data entry staff.

Load Ticket		Ticket No. 0012345	
Municipality (Applicant)		Prime Contractor	
		Sub-Contractor	
Truck Information			
Truck No		Capacity	
Truck Driver (print legibly)			
Loading Information			
Loading	Time	Date	Inspector/Monitor
Location (Address or Cross Streets)			
When Using GPS Coordinates use Decimal Degrees (N xx.xxxxx)			
N		W	
Unloading Information			
Debris Classification		Estimated %, CYs, or Actual Weight	
<input type="checkbox"/> Vegetation <input type="checkbox"/> C&D <input type="checkbox"/> White Goods <input type="checkbox"/> HHW <input type="checkbox"/> Other* See Below			
Unloading	Time	Date	Inspector/Monitor
DMS Name and Location			
*Other Debris Explanation		Original: Applicant Copy 1: _____ Copy 2: _____ Copy 3: _____	

Figure B-1: Sample Debris Load Ticket

The loading site monitor should be responsible for initiating load tickets (Figure B-1) where trucks are loaded and verifying the estimated amount of debris hauled at the temporary storage area or landfill. The Applicant monitors must provide a list of the measured truck capacities in CY and license plate number of all trucks to be used to move debris upon award of the debris removal contract.

Once a truck is loaded with debris at the loading site, the loading site monitor should fill out a load ticket. The load tickets issued by the loading site monitors are the basis for debris contractor payment. Each item in the load ticket must be completed or the load ticket will not be considered valid.

Sample Daily Debris Loading Site Monitor Log

The Daily Debris Loading Site Monitor Log (Figure B-2) is used by the Applicant and/or FEMA debris loading site monitor to collect data at the debris pick-up sites. The loading site monitor monitors the removal and disposal crews at several loading sites. The number of crews monitored will depend on the geographical area and volume of debris.

It is important for the debris loading site monitor to document the pick-up site locations (using addresses, mile-markers, or GPS readings) to ensure that debris being picked up is eligible and contractors are working where they were assigned. When issues arise, they should be documented on the Daily Issues Log (see next section). Each loading site monitor should provide his or her name and company name on the form. The loading site monitor should record any issues noted for that day and provide comments concerning that day’s operation; photographs should also be provided as needed. Photographs should be taken of any safety violations or other unusual events affecting the debris operation. The debris loading site monitor should document the type of debris being removed.

Time	Ticket Number	Truck Number	Full Truck Rated Capacity (CY)	Pickup Location	Vegetative Debris	C&D Debris	White Goods/ Metals	Other	Issues or Comments/ Pictures Disc

Figure B-2: Debris Loading Site Monitor Log

Sample Daily Issue Log

The Daily Issue Log (Figure B-3) is used by the Applicant and/or FEMA debris loading site monitor to collect data at the location where any issue of significance should be recorded. When documenting information on the Daily Issue Log, the location, monitoring personnel, truck identification data, and details of the issue being resolved should be recorded. For any eligibility or capacity issues, photographs (identified by corresponding numbers on the log sheet) should accompany this log.

Issue No.	Truck No.	Load Ticket	Pick-Up Location	Contractor/ Sub-contractor	Applicant Monitor	Photo/ Disc	Issue/Resolution

Figure B-3: Daily Issue Log

3.2 Debris Disposal Tower/Site Monitors

Disposal tower/site monitors will be located at the entrance to the DMS or landfill where the inspection tower is located. They will be responsible for estimating and recording the CY of debris in appropriate location on the lower portion of the load ticket (Figure B-1) for *all* incoming debris-hauling vehicles. The following procedures will be followed:

- The tower/site monitor will be stationed in the inspection tower and estimate the quantity of debris contained in the truck or trailer in CY. Each truck or trailer will have the measured hauling capacity in CY recorded on the side of the truck or trailer. That number should be validated with the quantity stated in appropriate location on the upper portion of the load ticket (Figure B-1).
- The tower/site monitor will record the name and the arrival time of the truck and confirm the type of debris in the truck.
- The tower/site monitor will record the estimated volume of debris contained within the bed of the truck or trailer, in CY, under “Unloading Information” on the load ticket. The monitor must print and sign his/her name in the designated block on the load ticket.

The tower/site monitor may find it useful to use an estimating table such as shown in Table B-1 and should also refer to the job aid presented in Appendix A: Field Reference Guides - Debris Monitor Guidelines for Estimating Quantities.

Table B-1: Estimating Truck/Trailer Capacity

Truck/Trailer Size - CY	100% CY	90% CY	85% CY	80% CY	75% CY

Note: Truck/trailer without a tailgate is rated at 85 percent of capacity to start.

- The tower/site monitor will retain the original of the load ticket and give the remaining copies to the truck driver. The original load ticket will be submitted to the monitoring contractor’s Data Entry Supervisor or designated representative on a daily basis. Load ticket information will be entered into a database by the monitoring contractor’s data entry staff. Load tickets are controlled forms and cannot be lost since they will be used to verify the amount of money paid to the debris reduction site contractor and to the debris hauling contractor.

Sample Daily Debris Site/Monitoring Tower Log

The Daily Debris Tower Log (Figure B-4) on the following page can be used by the Applicant and/or FEMA tower/site monitor to record the truck data, document estimates of the load volumes, and describe what types of debris are being brought into the DMS or landfill. Documenting the tower and pick-up site locations is important so that debris can be correlated and tracked. Each tower/site monitor should provide his or her name and company name on the form. The tower/site monitor should record any issues noted for that day and provide comments concerning that day’s operation; photographs should also be provided as needed. Photographs should be taken of any safety violations or other unusual things affecting the debris operation.

Time	Ticket Number	Truck Number	Full Truck Rated Capacity (CY)	Applicant Eligible Capacity (CY/Weight(Wt))	QA (%)	FEMA Eligible Capacity (%) (CY/Wt)	Vegetative Debris	C&D Debris	White Goods/ Metals	Other	Issues or Comments/ Pictures Disc

Figure B-4: Daily Debris Tower/Site Monitoring Log

4.0 Truck Certification Form

The Applicant should ensure that every truck and trailer to be used in debris removal operations is measured and documented on a Truck Certification Form (Figure B-5). Knowing the hauling capacity of each truck is necessary because debris, specifically vegetative debris, is often hauled and billed by volume. Accurately capturing all the truck capacity information and driver profile information is important; having a FEMA PA representative present when certifying debris trucks is recommended.

Truck documentation should include all trucks to be used, including City trucks and trailers. A Truck Certification Form allows the debris monitor to identify the truck itself and its hauling capacity in a standardized manner. The following information should be documented:

- Capacity of hauling bed (CY)
- License plate number
- Truck identification number assigned by the owner

- Brief physical description of the truck
- Photographs

Determining an accurate capacity for each truck is important. Refer to Truck Certification Form Calculation Instructions (on page B-12) for additional information.

The information on the Truck Certification Form should be entered into a database by the data entry staff. Copies of the Truck Certification Form should be on file with the Applicant and kept in the truck throughout the operational period.

Debris monitors may need to be trained to measure truck capacities for certification purposes. Recertification of the hauling trucks on a random and periodic basis should be implemented for contract compliance and reimbursement considerations.

Truck			
Make:	Year:	Color:	License:
Truck			
Performed By:	Date:		
Volume Calculated By:	Date:		
Both Checked By: _____		Date:	


Driver			
Address:	Phone Number:		
Owner			
InformationName: _____			
Address:	Phone Number:		
Truck Identification:	Truck Capacity:		
			
Photo			

Figure B-5: Truck Certification Form

Truck Certification Form Calculation Instructions

Instructions to take the necessary dimensions of corner wedge (refer to Figure B-6):

“a”: Along the side of the bed, measure the distance from the point where the rounded part of the bed starts, to the front corner of the bed.

“b”: Equal to “a.”

“c” and “d”: Along the side of the bed, mark the point where the rounded part of the bed starts, and along the front of the bed, also mark the point where the rounded part of the bed ends. Run a string between the two points and measure the distance between them; half of that distance is “c” and half of the distance is “d” (“c” and “d” are equal).

“e”: Measure the distance from the mid-point of the string that was stretched from the side to the front of the bed in the previous step to the rounded part of the bed.

Extra trailer: The volume calculations for the extra trailer would be simply length x width x height if the extra trailer has a rectangular bed. However, if the extra trailer also has round corners at the front, the volume calculation would be the same as explained above.

Instructions to take the necessary dimensions of round bottom truck (refer to Figure B-6):

“a”: The width of the bed.

“b”: The depth of the vertical portion (the side) of the bed.

“c” and “d”: Both are equal to half the width of the bed.

“e”: Run a string between the lower ends of the vertical portions of the bed (the sides) and measure the distance from the mid-point of the string to the bottom of the bed.

NOTE: All dimensions used in the above formulas must be in feet, with inches converted to fractions of feet, using the following conversions (for example, 8 feet, 5 inches should be written as 8.42 feet):

1 inch = .08 foot	7 inches = .58 foot
2 inches = .17 foot	8 inches = .67 foot
3 inches = .25 foot	9 inches = .75 foot
4 inches = .33 foot	10 inches = .83 foot
5 inches = .42 foot	11 inches = .92 foot
6 inches = .50 foot	

DUMP TRUCK

Measurements

Truck Measurements Length (L) = Width (W) ft = Height (H) ft =

Hoist Measurement Length₁ (L₁) ft = Width_H (W_H) ft = Height_H (H_H) ft =

 Length₂ (L₂) ft =

Radius Radius ft = Height (H) =

Calculations

Bed Volume (Basic) (LxWxH)/27 = + cyd

Hoist Volume ((L₁+L₂)/2 x W_H x H_H)/27 = - cyd

Radius Volume (3.14xR²xH)/27 = - cyd

Cubic Yards

Total = cyd

TRUCK MEASUREMENTS

EXTRA TRAILER

Measurements

Truck Measurements (Basic) Length (L) = Width (W) ft = Height (H) ft =

Hoist Measurement Length₁ (L₁) ft = Width_H (W_H) ft = Height_H (H_H) ft =

 Length₂ (L₂) ft =

Radius Radius ft = Height (H) =

Calculations

Bed Volume (Basic) (LxWxH)/27 = + cyd

Hoist Volume ((L₁+L₂)/2 x W_H x H_H)/27 = - cyd

Radius Volume (3.14xR²xH)/27 = - cyd

Cubic Yards

Total = cyd

Trailer/Truck Combination

ROUND BOTTOM TRUCK

Measurements

Truck Measurements Length (L) ft = Diameter (D) ft =

Calculations

Approx. Volume (3.14 x (D/2)² x L) / 27 = cyd (round bottom portion only)

Cubic Yards

Round Bottom Truck

5.0 Sample Debris Collection Summary Spreadsheet

The Debris Collection Summary Spreadsheet (Figure B-7) is used to capture the total amount and types of debris removed and disposed of, as well as the cost for each. This information may also be helpful to FEMA to validate any debris prediction models that are run, as well as establishing reasonable costs for debris removal.

CY	Unit Price \$	CY	Unit Price \$	CY	Unit Price \$	CY	Unit Price \$	Average Haul Distance	Primary Disposal Method	CY to Landfill
Vegetative		C&D		HHW		White Goods				

Figure B-7: Debris Data Collection Summary Spreadsheet

Request for Proposal for Debris Monitoring Services

Subject: Request for Proposals for Disaster Debris Monitoring

The City of Sweeny invites qualified firms to respond to this request for proposal (RFP) by providing their qualification and experience for consideration to provide Disaster Debris Monitoring Services on an as-needed basis.

DISASTER DEBRIS MONITORING SERVICES

The scope of services shall include, but not be limited, to the following:

The City of Sweeny seeks qualified firm(s) to assist in the monitoring of disaster debris collection and disposal operations on behalf of the City of Sweeny, ensuring compliance with Federal requirements and Applicant debris management plans as related to contractor oversight, truck measurements, load ticket preparation and issuing, report, preparation, and project administration.

The Debris Monitoring Contractor shall provide personnel to monitor at least three (3) debris loading sites and up to three (3) personnel to monitor debris management sites (DMS)/disposal sites located in Sweeny, Texas. Subject to the consent and agreements where sites may be operated or with the consent of the City of Sweeny as to its own operated facilities, each site will operate approximately 12 to 14 hours per day, 7 days per week. The exact number and locations of sites will be determined by the Debris Manager. Locations are subject to change.

The Debris Monitoring Contractor's on-site Project Manager shall also assign a field supervisor who will be assigned to provide oversight for all designated site and tower/site debris monitors.

The Debris Monitoring Contractor shall provide all management, supervision, labor, transportation, and equipment necessary to initiate load tickets at debris loading sites, estimate the volume of debris (in cubic yards) being delivered by trucks to each DMS/disposal site, and support the operations of the field supervisor(s), debris loading and tower/site monitors, and clerical staff.

Scope of Services for Debris Management to include field supervisors, debris loading monitors, tower/site debris monitors, and clerical staff is at Attachment 1.

The Bid Schedule (Attached) must be completed and submitted with your proposal.

The RFP should be limited to 10 pages and address the following:

- Office location responsible for this project
- Key personnel
- Evidence of satisfactory completion of disaster debris monitoring in the past 5 years at similar jurisdictions
- The scope, project budget, and operational duration (include the firm's contract manager, and phone number and e-mail address for each disaster response or project, if available)
- Summarized past relevant experience for each response should include the following for services provided in the State of Texas:
 - Type of disaster—hurricane, tropical storm, tornado, ice and other winter storm events, etc.
 - Type of jurisdiction—city, district, or combination
 - Collection debris monitoring assignments
 - DMS debris monitoring assignments
 - Final disposal debris monitoring functions
 - FEMA reimbursement actions and issue resolution
- List of references
- Knowledge and experience with Applicant solid waste regulations and the disaster debris management policies
- Sub-consultant(s)/subcontractors that may be used on this project
- 3-year claims/litigation history and status

Any material received that is not requested may be discarded. Bindery (except removable fasteners) in any form is not preferred, nor is specially prepared covers, dividers, tables of content, organizational charts, reference letters, etc.

The evaluations made as a result of reviewing the above information from each firm will be part of the basis for developing a short list of firms who may be scheduled to make presentations before the Selection/Negotiation Committee (S/NC), and may serve as continuing information for the final ranking.

DISCLOSURE OF INTERESTED PARTIES FORM 1295

A person or business, who enters into a contract with the City, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. **This form is not required unless there is a contract between the vendor and the City of Sweeny. Do not submit this form unless you receive an award letter from the City.**

Submittals **MUST BE RECEIVED** by the City of Sweeny City Secretary at 102 W Ashley Wilson Road, Sweeny, Texas 77480, no later than 3:00 p.m. Friday, June 2nd, 2023. Electronically transmitted and late or misdirected submittals will not be accepted.

Signature_____

Attachment 1 – Scope of Services

Attachment 2 – Bid Schedule

Attachment 3 – Verifications

ATTACHMENT 1

Scope of Services for Debris Monitoring Services

General

Provide debris monitors and debris monitoring services to assist the City with monitoring the operations of the disaster debris removal and disposal contractor(s). The debris monitoring services to be provided are contract compliance supervision and inspection, not professional engineering services. All debris monitoring activities are to be in compliance with current FEMA guidance and applicable SLTT and Federal regulations.

Pre-Event Requirements

Contractor will provide assistance in preparation for disasters through participation in meetings and workshops and the establishment of data management and other integrated systems.

Contractor will, at no cost to the City:

- Provide City full-time personnel with a half-day debris management training session. Training program must, at a minimum, meet the training requirement for debris monitors as outlined by current FEMA debris management guidance.
- Provide a list of key personnel and subcontractors that may be involved in the disaster debris monitoring activities to include facsimile, cell phone numbers, and e-mail addresses.
- Participate in annual workshops or planning meetings with City representative and debris hauling and disposal contractor(s) to establish/review applicable policies and procedures.

Post-Event Requirements

Contractor will assist with load inspections for storm debris cleanup being performed by one or more debris hauling and disposal contractors or City agencies.

Contractor shall supply sufficient number of trained debris monitors and trained field supervisors to accommodate the volume of debris to be removed at loading sites and debris management sites or final disposal sites.

Contractor shall supply one field supervisor to oversee no more than 10 loading and tower/site debris monitors.

Contractor shall remove and replace employees immediately upon notice from the City Debris Manager for conduct or actions not in keeping with this contract.

Personnel Requirement and Responsibilities

Debris Monitoring Field Supervisor

Consultant will provide one debris monitoring field supervisor for no more than 10 debris loading site debris monitors.

Services include, but are not limited to:

- Overseeing and supervising loading site and disposal site debris monitoring activities
- Scheduling debris monitoring resources and deployment timing
- Communicating and coordinating with City personnel
- Providing suggestions to improve the efficiency of collection and removal of debris
- Coordinating daily activities and future planning
- Remaining in contact with debris management/dispatch center or supervisor
- Identifying, addressing, and troubleshooting any questions or problems that could affect work area safety and eligibility
- Supervising the accurate measurement of load hauling compartments and accurately computing volume capacity in cubic yards (CY)
- Documenting and recording measurements and computations
- Documenting truck hauling compartment condition using digital photographs
- Ensure all truck certifications are complete and available to all parties

Debris Monitors

Consultant will provide trained debris monitoring personnel to oversee the loading of eligible debris at collection sites and verification of load capacity and documentation at designated temporary debris management or final disposal sites. Services include, but are not limited to:

Debris Loading Site Monitors

Consultant will perform on-site, street-level debris monitoring at all contractor loading sites to verify debris eligibility based on the monitoring contract's requirements and initiate debris removal documentation using load tickets. Services include, but are not limited to:

- Providing trained debris monitoring personnel at designated loading sites to check and verify information on debris removal operations
- Monitoring collection activity of trucks
- Issuing load tickets at loading site for each load
- Checking the area for safety considerations such as downed power lines and children playing in area, and ensuring that traffic control needs are met, and trucks and equipment

are operated safely. Notify supervisors of concerns regarding the safe operation of trucks and equipment

- Ensuring that Freon-containing appliances are sorted and ready for Freon removal on-site or separating transport for Freon removal before final disposal
- Performing a pre-work inspection of areas to identify potential problems such as covered utility meters, transformers, fire hydrants, mailboxes, etc. to mitigate damage from loading equipment
- Documenting damage to utility components, driveways, road surfaces, private property, vehicles, etc., should it occur, with photographs (if possible, collect information about owner, circumstances of the damage [who, what, when, where] and report to field supervisor)
- Ensuring the work area is clear of debris to the specified level before equipment is moved to a new loading area. Notify supervisor/manager of any concerns regarding inadequate debris clearance
- Properly monitoring and recording performance and productivity of debris removal crew
- Remaining in regular contact with debris management/dispatch center or supervisor
- Ensuring that loads are contained properly before leaving the loading area
- Ensuring that only eligible debris is collected for loading and hauling
- Ensuring that only debris from approved public areas is loaded for removal
- Performing other duties from time to time as directed by the debris management project manager or designated debris management personnel

Debris Tower/Site Monitors

Consultant will provide debris tower and site monitors to verify estimated quantities of eligible debris hauled by contractor trucks and documented on load tickets. Services include, but are not limited to:

- Providing trained debris monitoring personnel to accurately measure load hauling compartments and accurately compute volume capacity in CY for all contractor trucks and trailers prior to commencement of debris hauling operations
- Documenting measurements and computations
- Completing record of contract haulers' cubic yardage and other recordkeeping as needed on the load ticket
- Initialing each load ticket before permitting trucks to proceed from the check-in area to the tipping area
- Remaining in regular contact with debris management/dispatch center or field supervisor
- Performing other duties as directed by the dispatch/staging operation, debris management project manager, or other designated personnel

Clerical/Data Entry Supervisor

Consultant will provide a clerical/data entry supervisor to coordinate data entry and information management systems. Services include, but are not limited to:

- Supervising the preparation of detailed estimates and submitting them to the City debris manager
- Implementing and maintaining a disaster debris management system linking the load ticket and debris management site information, including reconciliation and photographic documentation processes
- Providing daily, weekly, or other periodic reports for the City debris manager noting work progress and efficiency, current/revised estimates, project completion, and other schedule forecasts/updates

Clerical Staff/Data Entry Clerk

Consultant will provide clerical staff/data entry clerk(s) as required to enter load ticket information into the contractor's information management systems and to respond to specific directions from the data entry supervisor.

Terms

The work shall begin on notice to proceed and continue for no longer than 60 days, unless extended by the City with 10 days written notice.

Deployment

Consultant must be prepared to fully deploy debris monitors within 24 hours from the notice to proceed. When additional debris monitoring is needed to meet requirements of the monitoring contract, consultant shall be prepared to increase the number of debris monitors for the City to use as needed.

ATTACHMENT 2

ATTACHMENT 3

I. VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2271.002

Chapter 2271 of the Texas Government Code prohibits the City from entering into a contract for goods or services that (a) has a value of \$100,000 or more that is to be paid wholly or partly from public funds and (b) is with a for-profit company, not including a sole proprietorship, that has 10 or more full-time employees unless the contract contains a written verification from the company that it (1) does not boycott Israel, and (2) will not boycott Israel during the term of the contract. Boycotting Israel includes refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or with an Israeli controlled territory, but does not include an action made for ordinary business purposes.

By executing this contract, Consultant verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

II. VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2274.002

Chapter 2274 of the Texas Government Code prohibits the City from entering into a contract for goods or services that (a) has a value of \$100,000.00 or more that is to be paid wholly or partly from public funds and (b) is with a for-profit company, not including a sole proprietorship, that has 10 or more full-time employees unless the contract contains a written verification from the company that it (1) does not boycott energy companies, and (2) will not boycott energy companies during the term of the contract. Boycotting energy companies includes without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Section (A).

By executing this contract, Consultant verifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract.

III. VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2274.001

Chapter 2274 of the Texas Government Code prohibits the City from entering into a contract for goods or services that (a) has a value of \$100,000.00 or more that is to be paid wholly or partly from public funds and (b) is with a for-profit company, not including a sole proprietorship, that has 10 or more full-time employees unless the contract contains a written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminating against a firearm entity or firearm trade association is defined in Texas Government Code Section 2274.001.

By executing this contract, Consultant verifies that it does not discriminate against a firearm entity or

firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this contract.

**IV. VERIFICATION REQUIRED BY
TEXAS GOVERNMENT CODE SECTION 2252**

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies it: (1) is not identified on a list prepared and maintained under Texas Government Code § 806.051, § 807.051, or § 2252.153; (2) is not engaged in business with Iran, Sudan, or a foreign terrorist organization; and (3) Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

The above-stated verifications are given as to the below named company and as to its wholly owned subsidiaries, majority-owned subsidiaries, parent companies and affiliates.

The above-stated verifications are submitted by the company’s general counsel, chief compliance officer, managing director or other officer given specific authority to so execute on behalf of the company.

Company/Firm: _____

Signature

Printed Name: _____

Title: _____

Date: _____



May 26, 2023

ADDENDA

Referencing all 2023 Debris Related RFP's to Include: DISASTER RECOVERY GRANT MANAGEMENT & ADMINISTRATION SERVICES, DEBRIS REMOVAL AND EMERGENCY SERVICES, AND DEBRIS MONITORING SERVICES

REFERENCING ALL 2023 DEBRIS RFP'S

1. Will responses to questions and other addenda be posted in the same location as the RFP?
Addenda will be posted on the Budget and Finance page of the City of Sweeny's website at www.sweenytx.gov

DISASTER RECOVERY GRANT MANAGEMENT & ADMINISTRATION SERVICES

1. Is there a deadline for submittal of questions regarding the RFP?
Deadline for questions regarding submittal will be Tuesday, May 30th, 2023 at Close of Business, 4:30 P.M.
Please note that all sealed submittals must be received and time stamped by 1 P.M., Friday June 2nd, 2023.
2. Can the City clarify the proposer's responsibilities for "debris missions" under the Disaster Recovery Grant Management and Administration scope?
Debris Missions meaning any debris related issues, projects, damages, assessments that would be obtainable and possible either covered or related to any type of grant funding to include response and recovery activities as well as grant funding available for emergency protective measures and recovery missions that serve the public's health and safety.
3. It is requested that proposals be limited to no more than 50 pages, excluding resumes. Are the following proposal elements included in the page count?
 - a. Covers and section dividers
 - b. Table of contents
 - c. Required forms
 - d. Blank pages included to improve pagination between sections

All of the listed above are included in the page count of no more than 50 pages, excluding resumes.

DEBRIS REMOVAL & EMERGENCY SERVICES

1. Can the City confirm tipping fees are the responsibility of the contractor and should be included in our pricing?
Tipping fees are the responsibility of the contractors. Tipping fees shall be included in the unit rates proposed for services.



2. On page 14 it states that the City will issue a notice to proceed within 10 days of executing the contract. Does that mean this contract is for current work to be done?

The City Council will award a contract. If the City is in the middle of an event requiring debris removal or emergency services, the City would issue a notice to proceed within 10 days of executing the contract. If the City is not requiring immediate action upon award of the contract, the requirements would be as followed in the RFP for notification upon services needed.

3. Can the City confirm there are no bonds required for this project?

No bonds are required for this project. Insurance is required and must be submitted per the requirements starting on page 13 under INSURANCE.

4. Will the City consider changing the scope to allow for the debris from removing hazardous leaning trees and hanging limbs to be placed in the ROW to be collected and paid for as regular vegetative debris?

The City will consider submittals to allow for the debris from removing hazardous leaning trees and hanging limbs to be placed in the ROW to be collected and paid for as regular vegetative debris.

5. There is currently no line item for cutting hazardous hanging limbs, will the City consider adding a line item for this?

Yes, the line has been added and updated as L.3

6. How does the City intend to handle trees that are smaller than 24'' for hazardous trees/limbs?

Yes, the line has been added and updated as L.4

DEBRIS MONITORING SERVICES

1. Bid Schedule, Page 19 is blank on the RFP.

Please see the updated on the original RFP, page 19- ATTACHMENT 2.



AGENDA MEMO

Business of the City Council

City of Sweeny, Texas

Meeting Date	08/15/2023	Agenda Item	
Approved by City Manager		Presenter(s)	Kaydi Smith
Reviewed by City Attorney		Department	EOC/Administration
Subject	Discussion/ Possible Action to Award the Selection of a Disaster Recovery Grant Management and Administration Services Contractor		
Attachments	Scoring Tabulations; Reviewers Individual Scoresheets; RFP		
Financial Information	Expenditure Required:		
	Amount Budgeted:		
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

In preparation of Hurricane Season and Emergency Management Preparations, the City has posted three Request for Proposals (RFP) to include Disaster Recovery Grant Management and Administration Services, Debris Removal and Emergency Services, & Debris Monitoring Services.

These three contractors would be deployed in the event of an emergency situation and are required to be previously selected thru RFP's for any FEMA/TDEM funding if eligible after reaching the thresholds set.

The Disaster Recovery Grant Management and Administration Services Contractor would be providing technical and professional services to assist the City of Sweeny in satisfying the requirements under FEMA & TDEM. This contract is issued with no guaranteed quantity of services and the usage of this contract is wholly dependent upon the needs of the City at the time of an emergency or disaster. Term of contract would be one year with option to renew for four additional one year periods.

City recommends Rostan Solutions, LLC. as the Disaster Recovery Grant Management and Administration Services Contractors due to the reviewers tabulations.

For each RFP, reviewers have scored each submitter based on their proposals and according to the scoring criteria stated within the original RFP. City has tabulated scores from all reviewers and recommending the contractors showing the overall/combined highest score.

Recommended Action

Take action to Award and Select a Disaster Recovery Grant Management and Administration Services Contractor

City recommends Rostan Solutions, LLC due to reviewers tabulations.

CITY OF SWEENEY MUNICIPAL DISASTER GRANT MANAGEMENT & ADMINISTRATION SERVICES
 RESPONSES TO REQUESTS FOR PROPOSALS RFP SCORES

Term of Contract: One (1) year, with option to renew for four (4) additional one (1) year periods

FIRM	VENDOR QUALIFICATIONS (25)	PUBLIC ASSISTANCE TECHNICAL EXPERIENCE (30)	UNDERSTANDING OF PUBLIC ASSISTANCE PROGRAM (20)	COST (15)	EXPERIENCE WITH SIMILAR PROJECTS (10)	TOTAL (100)
<u>Grantworks</u>						
REVIEWER 1	24	25	20	10	5	84
REVIEWER 2	25	20	15	5	10	75
				Average		79.50
<u>iParametrics</u>						
REVIEWER 1	18	25	15	13	8	79
REVIEWER 2	20	25	15	10	8	78
				Average		78.50
<u>Rostan Solutions, LLC.</u>						
REVIEWER 1	23	27	20	12	10	92
REVIEWER 2	25	30	20	10	10	95
				Average		93.50

City of Sweeny

RFP: Disaster Recovery Grant Management & Administration Services

Bid Closing Date: 06/02/2023

Bid Opening Date: 06/02/2023

Name of Company GrantWorksReviewer Russel WolfenDate of Review 7 12 2023

Disaster Recovery Grant Management & Administration Services RFP Review

Term of Contract: One year with option to renew for four additional one-year periods

Scoring Criteria	Max Points Possible	Assessed Points	Notes/Important Information
Vendor Qualifications	25 points	24	40+ years in Business 20+ years Disaster Recovery Experience
Public Assistance Technical Experience	30 points	25	only 8 contracts shown would like to have seen more
Understanding of Public Assistance Program	20 points	20	very impressed with Public Assistance Program
Cost	15 points	10	on the high end
Experience with Similar Project	10 points	5	No References To Check
Total	100 points	84	

City of Sweeny
 RFP: Disaster Recovery Grant Management & Administration Services
 Bid Closing Date: 06/02/2023
 Bid Opening Date: 06/02/2023

Name of Company Grant Works
 Reviewer Clarence W.
 Date of Review 7-12-23

Disaster Recovery Grant Management & Administration Services RFP Review
 Term of Contract: One year with option to renew for four additional one-year periods

Scoring Criteria	Max Points Possible	Assessed Points	Notes/Important Information
Vendor Qualifications	25 points	25	Great experience in the area for our needs, would have liked to see TABS used to separate sections.
Public Assistance Technical Experience	30 points	20	While all experience cited is great, there doesn't seem to be a great effort to highlight applicable PA experience, only high level references.
Understanding of Public Assistance Program	20 points	15	Experience seems to infer a good understanding of the PA program but again, some elaboration is needed. I cite = TABS
Cost	15 points	5	Significantly higher than other respondents on <u>MOST</u> items.
Experience with Similar Project	10 points	10	Very Applicable experience.
Total	100 points	75	

City of Sweeny

RFP: Disaster Recovery Grant Management & Administration Services

Bid Closing Date: 06/02/2023

Bid Opening Date: 06/02/2023

Name of Company

i Parametrics

Reviewer

Russel Lofton

Date of Review

7/11/2023

Disaster Recovery Grant Management & Administration Services RFP Review

Term of Contract: One year with option to renew for four additional one-year periods

Scoring Criteria	Max Points Possible	Assessed Points	Notes/Important Information
Vendor Qualifications	25 points	18	mainly Dealt with Covid Related Grants with the 2 references I contacted
Public Assistance Technical Experience	30 points	25	Both Refs I spoke with were very High on The company. No neg. reviews could only get intouch with a of 4.
Understanding of Public Assistance Program	20 points 15	15	
Cost	15 points	13 15	
Experience with Similar Project	10 points	8	Mainly Covid Related from what I see.
Total	100 points	79	

City of Sweeny
 RFP: Disaster Recovery Grant Management & Administration Services
 Bid Closing Date: 06/02/2023
 Bid Opening Date: 06/02/2023

Name of Company i Parametric
 Reviewer Chene Wittor
 Date of Review 7-12-23

Disaster Recovery Grant Management & Administration Services RFP Review
 Term of Contract: One year with option to renew for four additional one-year periods

Scoring Criteria	Max Points Possible	Assessed Points	Notes/Important Information
Vendor Qualifications	25 points	20	Many cited experiences were not applicable to our RFA. The actual corporate experience as related dates to about <u>2019</u> .
Public Assistance Technical Experience	30 points	25	what I saw as it relates is experience primarily in program management in relation to "skill training, developing POP", etc, only a few examples of actual P A experience since 2019
Understanding of Public Assistance Program	20 points	15	While they do seem to have a good grasp, their response was poorly organized (p 14-16)
Cost	15 points	10	Higher on some items lower on others. middle of the cost spectrum in general.
Experience with Similar Project	10 points	8	Experience cited is high-level, general; and does not cite <u>Applicable</u> experience except for a few examples
Total	100 points	78	✓ I would have liked to see TABS used

City of Sweeny

RFP: Disaster Recovery Grant Management & Administration Services

Bid Closing Date: 06/02/2023

Bid Opening Date: 06/02/2023

Name of Company RostanReviewer Rusty LoftonDate of Review 7 11 2023

Disaster Recovery Grant Management & Administration Services RFP Review

Term of Contract: One year with option to renew for four additional one-year periods

Scoring Criteria	Max Points Possible	Assessed Points	Notes/Important Information
Vendor Qualifications	25 points	23	Presentation Good
Public Assistance Technical Experience	30 points	27	Good Reviews from References I got in touch with.
Understanding of Public Assistance Program	20 points	20	From what I read and references I spoke with they have a great understanding.
Cost	15 points	12	Look a little on the high side
Experience with Similar Project	10 points	10	From reading and talking to references Rostan was well prepared on similar projects
Total	100 points	92	

City of Sweeny
 RFP: Disaster Recovery Grant Management & Administration Services
 Bid Closing Date: 06/02/2023
 Bid Opening Date: 06/02/2023

Name of Company Roston Solutions
 Reviewer Christine Wittwer
 Date of Review 7-12-23

Disaster Recovery Grant Management & Administration Services RFP Review
 Term of Contract: One year with option to renew for four additional one-year periods

Scoring Criteria	Max Points Possible	Assessed Points	Notes/Important Information
Vendor Qualifications	25 points	25	Great applicable experience with a long history.
Public Assistance Technical Experience	30 points	30	Great examples of project knowledge, active in related projects
Understanding of Public Assistance Program	20 points	20	in depth experience in areas that show a great understanding of the Public Assistance Program
Cost	15 points	10	As a <u>whole</u> , most table items in Appendix E are higher than other respondents
Experience with Similar Project	10 points	10	Many great examples, I would have liked to see related populations in examples = Applies to Appendix J. <u>ew</u>
Total	100 points	95	

**REQUEST FOR PROPOSAL
DISASTER RECOVERY GRANT MANAGEMENT AND ADMINISTRATION SERVICES
FOR THE CITY OF SWEENY, TEXAS**

DEADLINE: Sealed proposal submittals must be received and time stamped by **1 p.m., Central Standard Time Friday, June 2nd, 2023.** (The clock located in the City Secretary’s office will be the official time.) All proposals received will be read aloud at **1:05 p.m. on Friday, June 2nd, 2023** in the City Council Chambers, City Hall, 102 W Ashley Wilson Road, Sweeny, TX. Proposals will be opened in a manner to avoid public disclosure of contents; however, only the names of proposers will be read aloud.

MARK ENVELOPE: RFP DISASTER RECOVERY GRANT MANAGEMENT AND ADMINISTRATION SERVICES

DELIVERY ADDRESS: Please submit **one (1) original hard copy, three (3) exact duplicate copies, and one (1) electronic copy (USB)** of your **RFP** to:

CITY OF SWEENY
CITY MANAGER
102 W Ashley Wilson Road
P. O. Box 248
SWEENY, TEXAS 77480

POINTS OF CONTACT:

Questions concerning the **Request for Proposal** should be directed **in writing** to:

City of Sweeny
Lindsay Koskiniemi, City Manager
102 W Ashley Wilson Road
P. O. Box 248
Sweeny, TX 77480
citymanager@sweenytx.gov

The enclosed REQUEST FOR PROPOSAL (RFP) and accompanying General Instructions are for your convenience in submitting proposals for the enclosed referenced services for the City of Sweeny.

Proposals must be signed by a person having authority to bind the firm in a contract. Proposals shall be placed in a sealed envelope, with the Vendor's name and address in the upper left-hand corner of the envelope.

ALL PROPOSALS MUST BE RECEIVED IN THE CITY SECRETARY'S OFFICE BEFORE OPENING DATE AND TIME. It is the sole responsibility of the firm to ensure that the sealed RFP submittal arrives at the above location by specified deadline regardless of delivery method chosen by the firm. Faxed or electronically transmitted RFP submittals will not be accepted.

Lindsay Koskiniemi
City Manager
City of Sweeny

**REQUESTS FOR PROPOSALS
DISASTER RECOVERY GRANT MANAGEMENT AND ADMINISTRATION SERVICES
THE CITY OF SWEENY, TEXAS**

(To be Completed ONLY IF YOU DO NOT BID.)

FAILURE TO RESPOND TO BID SOLICITATIONS FOR TWO (2) BID PERIODS MAY RESULT IN REMOVAL FROM THE VENDOR’S LIST. However, if you are removed you will be reinstated upon request.

In the event you desire not to submit a bid, we would appreciate your response regarding the reason(s). Your assistance in completing and returning this form in an envelope marked with the enclosed bid would be appreciated.

NO BID is submitted: ___this time only ___not this commodity/service only

	Yes	No
Does your company provide this product or services?		
Were the specifications clear?		
Were the specifications too restrictive?		
Does the City pay its bills on time?		
Do you desire to remain on the bid list for this product or service?		
Does your present work load permit additional work?		
Comments/Other Suggestions:		

Company Name:	
Person Completing Form:	Telephone:
Mailing Address:	Email:
City, State, Zip Code:	Date:

Request for Proposal

Introduction

- A. **Project Overview:** The City of Sweeny, Texas is requesting proposals with the intent of awarding a contract for the purchase of goods and services contained in Scope of Services.
- B. **Questions:** Following are contacts for questions as identified.
1. **RFP Clarifications:** All questions related to requirements or processes of this RFP should be submitted in writing to the City Manager.
 2. **Scope of Service Questions:** All questions related to the scope of services should be submitted in writing to the contact person(s).
 3. **Replies:** Responses to inquiries which directly affect an interpretation or effect a change to this RFP will be issued in writing by addendum and posted to City website at www.sweenytx.gov.
 4. All such addenda issued by City prior to the submittal deadline shall be considered part of the RFP. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
 5. **Acknowledgement of Addenda:** The Proposer must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the proposal document or the submittal marked Non-Responsive.

The City of Sweeny, Texas is to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all City of Sweeny contracts. The purpose and objectives of this article are to:

1. Increase the capacity of local M/WBE's to provide products and services.
2. Increase the opportunities for local M/WBE's to expand their business with the city and other public and private sector business entities.

Provided, however, nothing herein shall require the city to award contracts for services or procurements to a M/WBE which is not also the lowest responsive and responsible Proposer and otherwise qualified unless the city may otherwise lawfully award the contract to someone other than the lowest responsive, responsible Proposer.

SCOPE OF SERVICES

PURPOSE:

The purpose of this Request for Proposals (RFP) is to obtain competitive proposals from qualified firms to establish a contract for technical and professional services to assist the City of Sweeny, Texas (the “City”) with respect to satisfying the requirements under the FEMA Public Assistance Program. These services will include assistance and support for grants management and administration and associated project management services. This contract is issued with no guaranteed quantity of services and the usage of this contract is wholly dependent upon the needs of the City at the time of an emergency or disaster.

SCOPE OF WORK/SERVICES:

The scope of services described herein requires the Contractor to develop and implement a recovery plan to restore facilities to their pre-disaster condition. The main objective of this RFP program is to maximize eligibility and reimbursement for all aspects of the recovery program.

1. Provide assistance to the City with regard to disaster assistance and management of any type needed including, but not limited to, response; preliminary damage assessments; recovery to include any State of Texas Division of Emergency Management (TDEM) or Federal Emergency Management Agency (FEMA), and mitigation and preparedness service (planning, training and exercise), including present and future disasters.
2. Provide broad-based support services to the City in a timely and efficient manner for response and recovery activities, ensuring the City is able to accomplish and maximize (if available) federal grant funding for debris missions, emergency protective measures and recovery missions that serve the public’s health and safety.
3. Provide guidance in recovering reimbursement for the repair and potential replacement of the loss of critical infrastructure.
4. Assist the City with the implementation of preliminary damage assessments (PDAs) to document the impact and magnitude of the disaster.
5. Assist the City during Applicant’s Briefings with FEMA and the state, assisting with relationship development, requesting additional programmatic details and clarifications that will assist the City during the grant process.
6. Collaborate with the City on project formulation, including damage assessments (field team assessment of damages including a comprehensive list of damaged structures, contents, etc.); information gathering (photo-document damages, gather records, drawings, insurance policies, historical photos/videos, etc.); project development (define both small and large projects’ scope, size, and damages, including cost estimating, that will be the basis of each Project Worksheet); project submittals (draft and submit small and large project PWs to TDEM/FEMA).
7. Assist with the management of FEMA and/or other federal grants and TDEM coordination along with the City, arranging for routine status/action plan meetings, establishing priorities, scope changes and updates at meetings.
8. Coordinate and manage deliverables with FEMA and TDEM.
9. Assist the City with TDEM/FEMA and/or other federal grant quarterly reporting.

10. Generate time extension requests to FEMA and/or other federal grants and TDEM when necessary so that PW eligibility is not forfeited.
11. Develop improved and/or alternate project requests for TDEM and FEMA and/or other federal grants.
12. Develop Sandy Recovery Improvement Act (SRIA) alternative arrangement projects as soon as possible to streamline the recovery process within established FEMA timelines.
13. Develop Section 406 Hazard Mitigation Proposals (HMPs) where mitigation actions can minimize future disaster impacts.
14. Develop Section 404 Hazard Mitigation strategies providing staff experienced in the use of FEMA BCA tools and methodologies that can minimize future disaster impacts.
15. Assist with the submittal of first and second appeals to FEMA should the City disagree with the FEMA formulated PWs.
16. Generate PW amendments requesting changes as agreed through resolution discussions or first appeals.
17. Provide procurement assistance to the City, interfacing with internal staff, to ensure procurement processes adhere to FEMA federal grants recovery criteria.
18. Assist the City with development of scope and bid packages that align with the project worksheet scope of work and damages.
19. Coordinate and interface with engineering and design efforts for the repair and/or reconstruction of damaged infrastructure that will comply with FEMA eligibility and cost reasonableness, including oversight of the repair and/or reconstruction efforts to ensure FEMA's Public Assistance grant is clearly defined and implemented.
20. Assist with the procurement of architectural and/or design firms.
21. Guide the City through FEMA's Public Assistance grant and other federal grants funding requirements and criteria.
22. Assist the City with establishing programmatic document control, establishing a file retention system and data management processes to ensure disaster records are complete and ready for audit.
23. Assist the City with the closeout of PWs, both large and small, including the review and preparation of final closeout packages for completed work.
24. Assist the City with insurance optimization by working with insurance carriers to optimize coverage relating to the disaster, while also making recommendations with regard to limits, scope, and deductibles for future policy negotiations.
25. Provide insurance assistance to the City in the identification of Texas Windstorm Policies, National Flood insurance policies and the effects of anticipated and actual reductions on FEMA PW's.

Term of Contract

The contract shall be one year with the option to renew for four additional one-year periods.

The City of Sweeny requires comprehensive responses to every section within this RFP. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and will result in disqualification. To facilitate the review of the responses, Firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain proposers with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to arrange the proposal as requested may result in the disqualification of the proposal. *It is requested that proposals be limited to no more than 50 pages, excluding resumes.* All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

Corporate Background and Experience

The Proposer should give a brief description of the company, including a brief history, full legal name, corporate structure and organization, date of establishment, number of years in business, current firm ownership, and any recent and/or materially significant proposed change in ownership.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other corporate/governmental entities of comparable size and diversity with references from five (5) previous clients serviced in the past five (5) years including names, telephone numbers, and email addresses.

The proposer should also provide any information uniquely relevant in evaluating the experience of the proposer to handle the proposed work and describe the proposer's presence in and commitment to the City.

Proposer's Experience / Staff

Project Team: Identify all members of the Proposer's team (including both team members and management) who will be providing any services proposed and include information which details their experience.

Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.

Technical Approach & Methodologies

The proposal should include the proposer's understanding of the disaster recovery process and how its proposal will best meet the needs of the City; a description of the proposer's approach to Grants management and quality assurance; and methodologies for delivering the project, including proposed organizational structure and staffing strategies.

The proposer shall fill out Attachment E, Rate Schedule, in its entirety and include it in the proposal. The proposer shall list an hourly rate that includes costs for travel and expenses for every position listed in Attachment E.

Costs proposed shall be hourly rates including travel and expenses. Only time properly invoiced and approved by the City will be paid. Expenses are to be calculated and included in the total hourly rate that is provided and not broken out separately.

EVALUATION AND SELECTION PROCESS

All proposals will be screened by an evaluation committee and those proposers selected for a short list may be invited to attend an interview, at the proposer's own expense. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying proposer, and will not represent any decision on the part of the evaluation committee as to the selection of a successful proposer.

The City will evaluate all responses based on the experience, qualifications, project approach, price, and quality of response. The City reserves the right to negotiate the final fee prior to recommending any Vendor for a contract.

The City's process is as follows:

- A. The evaluation committee shall screen and rate all of the responses that are submitted. Evaluation ratings will be on a 100 point scale and shall be based on the following criteria:
 1. **Vendor Qualifications** (25 points)
 2. **Public Assistance Technical Experience** (30 points)
 3. **Understanding of Public Assistance Program** (20 points)
 4. **Cost** (15 points)
 5. **Experience with Similar Project** (10 points)
- B. The evaluation committee shall recommend the most qualified firm to the City Council for approval and will offer a contract based on services and fees as agreed upon.
- C. Prior to the approval of an award, no evaluation committee member shall disclose any information regarding the committees' decision.
- D. This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending interviews.

The City reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the City's judgment as to the appropriateness of an award to the best evaluated proposer. This information may be appended to the proposal evaluation process results.

GENERAL INFORMATION:

Proposers are cautioned to read the information contained in this RFP carefully and to submit a complete response to all requirements and questions as directed.

TERMINOLOGY: "Bid" vs. "Proposal"--For the purpose of this RFP, the terms "Bid" and "Proposal" shall be equivalent.

AWARD: The City of Sweeny will review all proposals for responsiveness and compliance with these specifications. The City reserves the right to award on the basis of the **Lowest and Best Offer** in accordance with the laws of Texas, to waive any formality or irregularity, and/or to reject any or all proposals.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL: The proposer may withdraw its proposal by submitting written request, over the signature of an authorized individual, to the Finance Office any time prior to the submission deadline. The proposer may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Code Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

CONFLICT OF INTEREST: Provide a completed copy of the Conflict of Interest Questionnaire (Form CIQ). The Texas legislature recently enacted House Bill 914 which added Chapter 176 to the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Sweeny including affiliations and business and financial relationships such persons may have with City of Sweeny officers. The form can be located at the Texas Ethics Commission website: https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

By doing business or seeking to do business with the City of Sweeny including submitting a response to this RFP, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you in compliance with them.

Any information provided by the City of Sweeny is for information purposes only. If you have concerns about whether Chapter 176 of the Texas Local Government Code applies to you or the manner in which you must comply, you should consult an attorney.

The following are the current City Council and City Employees who are anticipated to either recommend or approve award of the proposal.

MAYOR: Current and Resigning Mayor, JEFF FARLEY; MAYORAL ELECT to be determined in May 2023 Elections

COUNCIL MEMBERS:

MARK MORGAN JR.; BILL HAYES (Subject to change/elections), BRIAN BROOKS; JOHN RAMBO (Subject to change/elections); TIM PETTIGREW, MAYOR PRO-TEM

CITY STAFF

City Manager: Lindsay Koskiniemi

City Secretary: Kaydi Smith

Director of Finance: Karla Wilson

Emergency Management Coordinator: Devin Lemon

ETHICS: Public employees must discharge their duties impartially so as to assure fair, competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the City of Sweeny procurement organization.

Any employee that makes purchases for the City is an agent of the City and is required to follow the City's Code of Ethics.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. Be able to comply with the required or proposed delivery schedule.
2. Have a satisfactory record of performance.
3. Have a satisfactory record of integrity and ethics.
4. Be otherwise qualified and eligible to receive an award.
5. Be engaged in a full-time business and can assume liabilities for any performance or warranty service required.
6. The City Council shall not award a contract to a company that is in arrears in its obligations to the City.
7. No payments shall be made to any person of public monies under any contract by the City with such person until such person has paid all obligations and debts owed to the City, or has made satisfactory arrangements to pay the same.

ADDENDA: Any interpretations, corrections or changes to the RFP will be made by addenda no later than 48 hours prior to the date and time fixed for submission of proposals. Sole issuing authority of addenda shall be vested in the City of Sweeny. The City assumes no responsibility for the proposer's failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the proposal to be rejected. It is the vendor's responsibility to check for any addendums that might have been issued before bid closing date and time. All addenda will be numbered consecutively, beginning with 1.

PRICES: The bidder should show in the proposal both the unit price and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit price shall prevail.

PURCHASE ORDER: A purchase order(s) shall be generated by the City of Sweeny to the successful bidder. The purchase order number must appear on all itemized invoices.

INVOICES: All invoices shall be mailed directly to the City of Sweeny, Attn.: **Finance**, 102 W Ashley Wilson Road, P. O. Box 248, Sweeny, Texas 77480.

PAYMENT: Payment will be made upon receipt of the original invoice and the acceptance of the goods or services by the City of Sweeny, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S. The City's standard payment terms are net 30, i.e. payment is due 30 days from the date of the invoice.

SALES TAX: The City of Sweeny is exempt by law from payment of Texas Sales Tax and Federal Excise Tax; therefore the proposal shall not include Sales Tax.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Brazoria County. The City of Sweeny request and rely on advice, decisions, and opinions of the Attorney General of Texas and the City Attorney concerning any portion of these requirements.

COMPLIANCE WITH LAWS: The Contractor shall comply with all applicable laws, ordinances, rules, orders, regulations and codes of the federal, state and local governments relating to performance of work herein.

INTEREST OF MEMBERS OF CITY: No member of the governing body of the City, and no other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and, the Contractor shall take appropriate steps to assure compliance.

DELINQUENT PAYMENTS DUE CITY: The City of Sweeny Code of Ordinances prohibits the City from granting any license, privilege or paying money to any-one owing delinquent taxes, paving assessments or any money to the City until such debts are paid or until satisfactory arrangements for payment has been made. Bidders must complete and sign the AFFIDAVIT included as part of this RFP.

QUANTITIES: Quantities shown are estimated, based on projected use. It is specifically understood and agreed that these quantities are approximate and any additional quantities will be paid for at the quoted price. It is further understood that the contractor shall not have any claim against the City of Sweeny for quantities less than the estimated amount.

SHIPPING INFORMATION: All bids are to be F.O.B., City of Sweeny.

INCORPORATION OF PROVISIONS REQUIRED BY LAW: Each provision and clause required by law to be inserted into the Contract shall be deemed to be enacted herein and the Contract shall be read and enforced as though each were included herein. If, through mistake or otherwise,

any such provision is not inserted or is not correctly inserted the Contract shall be amended to make such insertion on application by either party.

CONTRACTOR'S OBLIGATIONS: The Contractor shall and will, in good workmanlike manner, perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, in accordance with the provisions of this Contract and said specifications.

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail.

While the purpose of the specifications is to indicate minimum requirements in the way of capability, performance, construction, and other details, its use is not intended to deprive the City of Sweeny of the option of selecting goods which may be considered more suitable for the purpose involved.

Under the Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

TERMINATION FOR CONVENIENCE: The City may terminate this contract at any time giving at least thirty (30) days notice in writing to the Contractor. If the Contract is terminated by the City as provided herein, the Contractor will be paid for the service that it has performed up to the termination date. If this contract is terminated due to fault of the Contractor, the previous paragraph hereof relative to termination shall apply.

RELEASES AND RECEIPTS: The City of Sweeny before making payments may require the Contractor to furnish releases or receipts for any or all persons performing work and supplying material or service to the Contractor, or any sub-contractors for work under this contract, if this is deemed necessary to protect its interests.

CARE OF WORK: The Contractor shall be responsible for all damages to person or property that occurs as a result of his fault or negligence in connection with the work performed until completion and final acceptance by the City.

SUB-CONTRACTS: The Contractor shall not execute an agreement with any sub-contractor or permit any sub-contractor to perform any work included in this Contract until he has received

from the City of Sweeny written approval of such agreement.

INSURANCE: All insurance must be written by an insurer licensed to conduct business in the State of Texas, unless otherwise permitted by Owner. The Contractor shall, at his own expense, purchase, maintain and keep in force insurance that will protect against injury and/or damages which may arise out of or result from operations under this contract, whether the operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, of the following types and limits

1. Standard Worker's Compensation Insurance:
2. Commercial General Liability occurrence type insurance City of Sweeny, its officers, agents, and employees must be named as an additional insured):
 - a. Bodily injury \$1,000,000 single limit per occurrence or \$1,000,000 each person /\$1,000,000 per occurrence; and,
 - b. Property Damage \$1,000,000 per occurrence regardless of contract amount; and,
 - c. Professional Liability: \$1,000,000.

Contractor shall cause Contractor's insurance company or insurance agent to fill in all information required (including names of insurance agency, contractor and insurance companies, and policy numbers, effective dates and expiration dates) and to date and sign and do all other things necessary to complete and make into valid certificates of insurance and pertaining to the above listed items, and before commencing any of the work and within the time otherwise specified, Contractor shall file completed certificates of insurance with the Owner.

None of the provisions in said certificate of insurance should be altered or modified in any respect except as herein expressly authorized. Said CERTIFICATE OF INSURANCE Form should contain a provision that coverage afforded under the policies will not be altered, modified or canceled unless at least fifteen (15) days prior written notice has been given to the City of Sweeny. Contractor shall also file with the City of Sweeny valid CERTIFICATE OF INSURANCE on like form from or for all Subcontractors and showing the Subcontractor (s) as the Insured. Said completed CERTIFICATE OF INSURANCE Form (s) shall in any event be filed with the City of Sweeny not more than ten (10) days after execution of this Contract.

NOTICE TO PROCEED: Notice to Proceed shall be issued within ten (10) days of the execution of the Contract by OWNER. Should there be any reasons why Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between OWNER and CONTRACTOR.

DISCLOSURE OF INTERESTED PARTIES FORM 1295: A person or business, who enters into a contract with the City, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. **This form is not required unless there is a contract between the vendor and the City of Sweeny. Do not submit this form unless you receive an award letter from the City.**

PUBLIC INSPECTION OF PROPOSALS: The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFP information. Proposal Documents are not available for public inspection until after the contract award. If the Proposer has notified the City, in writing, that the Proposal Document contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.

PROPOSAL EVALUATION AND CONTRACT AWARD: Proposal Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed proposals, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. The City will evaluate all proposals to determine which offerors are reasonably qualified for the award of the contract, applying the anticipated evaluation factors and emphasis to be placed on each factor as identified in the Scope of Services. A variety of factors may be used in the evaluation of the submitted proposals for this project. The City may, at its option, conduct discussions with or accept proposal revisions from any reasonably qualified proposer. Discussions may not be initiated by offerors. **These discussions will be limited to issues and topics brought forth by the City. Any attempt by proposer or vendor at deviating from the issues and topics to discuss other issues and topics concerning the Proposal brought forth by the City of Sweeny shall be grounds for disqualification.** Vendors shall not contact any City personnel during the proposal process without the express permission from the City's Finance Director.

AMBIGUITY: Any ambiguity in the Proposal Document as a result of omission, error, lack of clarity or non-compliance by the Proposer with specifications, instructions and all conditions shall be construed in the favor of the City.

ADDITIONAL INFORMATION: City may request any other information necessary to determine Proposer's ability to meet the minimum standards required by this RFP.

RETURN WITH PROPOSAL

- | | | |
|----|------------------------------------|-------------------------------|
| 1. | Proposal Information | Yes |
| 2. | Letter of Interest | Yes |
| 3. | Affidavit | Yes |
| 4. | Conflict of Interest Questionnaire | Yes (Write NA if no conflict) |
| 5. | Non Collusion Affidavit | Yes |
| 6. | Federal Clauses (1-12) | Yes |
| 7. | Verifications | Yes |

APPENDIX A

LETTER OF INTEREST

RFP – DISASTER RECOVERY GRANT MANAGEMENT AND ADMINISTRATION SERVICES

Deadline: June 2nd, 2023 at 1 P.M.

The undersigned firm submits the following information (this RFP submittal) in response to the Request for Proposals (as amended by any Addenda), issued by the City of Sweeny, Texas (the “City”) to provide Disaster Preparedness Consultant for the City of Sweeny, Texas. Enclosed, and by this reference incorporated herein and made a part of this RFP, are the following:

- + Proposal including Appendix E
- + Letter of Interest
- + Affidavit
- + Conflict of Interest Questionnaire (If It Applies)
- + Non Collusion Affidavit
- + Federal Clauses (1-12)
- + Verifications

Firm understands that the City is not bound to select any firm for the final pre-qualified list and may reject any responses submitted.

Firm also understands that all costs and expenses incurred by it in preparing this RFP and participating in this process will be borne solely by the firm, and that the required materials to be submitted will become the property of the City and will not be returned.

Firm agrees that the City will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this RFP. Firm accepts all terms of the RFP submittal process by signing this letter of interest and making the RFP submittal.

This RFP shall be governed by and construed in all respects according to the laws of the State of Texas.

Firm Name	Date
<hr/>	
Address	City/State/Zip
<hr/>	
Authorized Signature	Title
<hr/>	
Name (please print)	Telephone
<hr/>	
Email	
<hr/>	

APPENDIX B

AFFIDAVIT

All pages in Offeror’s Responses containing statements, letters, etc., shall be signed by a duly authorized officer of the company whose signature is binding.

The undersigned offers and agrees to one of the following:

_____ I hereby certify that **I do not have** outstanding debts with the City of Sweeny. I further agree to pay succeeding debts as they become due.

_____ I hereby certify that **I do have** outstanding debts with the City of Sweeny and agree to pay said debts prior to execution of this agreement. I further agree to pay succeeding debts as they become due.

_____ I hereby certify that **I do have** outstanding debts with the City of Sweeny and agree to enter into an agreement for the payment of said debts. I further agree to pay succeeding debts as they become due.

Firm Name **Date**

Address **City/State/Zip**

Authorized Signature **Title**

Name (please print) **Telephone**

Email

STATE OF TEXAS §

§

COUNTY OF _____ §

SUBSCRIBED AND SWORN to before me by the above named

on this the _____ day of _____, 20____.

Notary Public in and for the State
of Texas

RETURN THIS AFFIDAVIT AS PART OF THE PROPOSAL

APPENDIX C

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ	
For vendor doing business with local governmental entity	
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(4-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p style="text-align: center; margin: 0;">OFFICE USE ONLY</p> <hr/> <p>Date Received</p>
<p>1) Name of vendor who has a business relationship with local governmental entity.</p>	
<p>2) <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p>3) Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center; margin-top: 20px;">_____</p> <p style="text-align: center; margin-top: 5px;">Name of Officer</p> <p style="text-align: center; margin-top: 10px;">_____</p>	
<p>4) Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-top: 20px; padding-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-top: 20px; padding-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local government entity?</p>	
<p>5) Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>	
<p>6) <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1)</p>	
<p>7)</p>	
Signature of vendor doing business with the governmental entity	Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- () the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

APPENDIX D

**CITY OF SWEENY
NON-COLLUSION AFFIDAVIT**

COUNT OF _____ §
STATE OF TEXAS §
§

By the signature below, the signatory for the bidder certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

SUBSCRIBED and sworn to before me by the above named _____ on this the _____ day of _____, 20____.

Notary Public in and for the State
of Texas

My commission expires: _____

APPENDIX E

RATE TABLE

Labor Category	Hourly Rate-Total including All Expenses
Principal	\$
Project Team Leader	\$
Public Assistance Officer I	\$
Public Assistance Officer II	\$
Public Assistance Officer III	\$
Mitigation Specialist I	\$
Mitigation Specialist II	\$
Mitigation Specialist III	\$
Appeals Specialist	\$
Insurance Specialist I	\$
Insurance Specialist II	\$
Insurance Specialist III	\$
Cost Estimator I	\$
Cost Estimator II	\$
Accounting Supervisor	\$
Accountant Level II Journal Entry	\$
Grant Administrator	\$
Sr. Grant Administrator	\$
Programmer	\$
Senior Programmer	\$
Damage Assessment Specialist I	\$
Damage Assessment Specialist II	\$
Damage Assessment Specialist III	\$
Closeout Specialist I	\$
Closeout Specialist II	\$
Closeout Specialist III	\$
Debris Specialist I	\$
Debris Specialist II	\$

FEDERAL CLAUSES

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(printed name of signatory)

(signature and date)

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
31 U.S.C. 3801 et seq.

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., "Administrative Remedies for False Claims and Statements," apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(printed name of signatory)

(signature and date)

3. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

(printed name of signatory)

(signature and date)

4. EQUAL EMPLOYMENT OPPORTUNITY
29 CFR Part 1630, 41 CFR Parts 60 et seq.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

(printed name of signatory)

(signature and date)

5. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT

By signing and submitting its bid or proposal, the bidder or proposer agrees to comply with the following:

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(printed name of signatory)

(signature and date)

**6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
29 CFR § 5.5(b)**

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages – The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(printed name of signatory)

(signature and date)

7. LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq apply to this certification and disclosure, if any.

Executed this _____ day of _____, 20____

By _____
Signature of Bidder/Contractor /Subcontractor's Authorized Official

Printed Name of Bidder/Contractor /Subcontractor's Authorized Official

Title of Authorized Official

8. CLEAN AIR
42 U.S.C. § 7401 et seq.

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

(printed name of signatory)

(signature and date)

9. CLEAN WATER REQUIREMENTS
33 U.S.C. 1251 et seq.

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

(printed name of signatory)

(signature and date)

**10. PROCUREMENT OF RECOVERED
MATERIALS
42 U.S.C. 6962**

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(printed name of signatory)

(signature and date)

11. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval

(printed name of signatory)

(signature and date)

12. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(printed name of signatory)

(signature and date)

APPENDIX F

I. VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2271.002

Chapter 2271 of the Texas Government Code prohibits the City from entering into a contract for goods or services that (a) has a value of \$100,000 or more that is to be paid wholly or partly from public funds and (b) is with a for-profit company, not including a sole proprietorship, that has 10 or more full-time employees unless the contract contains a written verification from the company that it (1) does not boycott Israel, and (2) will not boycott Israel during the term of the contract. Boycotting Israel includes refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or with an Israeli controlled territory, but does not include an action made for ordinary business purposes.

By executing this contract, Consultant verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

II. VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2274.002

Chapter 2274 of the Texas Government Code prohibits the City from entering into a contract for goods or services that (a) has a value of \$100,000.00 or more that is to be paid wholly or partly from public funds and (b) is with a for-profit company, not including a sole proprietorship, that has 10 or more full-time employees unless the contract contains a written verification from the company that it (1) does not boycott energy companies, and (2) will not boycott energy companies during the term of the contract. Boycotting energy companies includes without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Section (A).

By executing this contract, Consultant verifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract.

III. VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2274.001

Chapter 2274 of the Texas Government Code prohibits the City from entering into a contract for goods or services that (a) has a value of \$100,000.00 or more that is to be paid wholly or partly from public funds and (b) is with a for-profit company, not including a sole proprietorship, that has 10 or more full-time employees unless the contract contains a written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminating against a firearm entity or firearm trade association is defined in Texas Government Code Section 2274.001.

By executing this contract, Consultant verifies that it does not discriminate against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this contract.

IV. VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2252

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies it: (1) is not identified on a list prepared and maintained under Texas Government Code § 806.051, § 807.051, or § 2252.153; (2) is not engaged in business with Iran, Sudan, or a foreign terrorist organization; and (3) Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

The above-stated verifications are given as to the below named company and as to its wholly-owned subsidiaries, majority-owned subsidiaries, parent companies and affiliates.

The above-stated verifications are submitted by the company’s general counsel, chief compliance officer, managing director or other officer given specific authority to so execute on behalf of the company.

Company/Firm: _____

Signature

Printed Name: _____

Title: _____

Date: _____



May 26, 2023

ADDENDA

Referencing all 2023 Debris Related RFP's to Include: DISASTER RECOVERY GRANT MANAGEMENT & ADMINISTRATION SERVICES, DEBRIS REMOVAL AND EMERGENCY SERVICES, AND DEBRIS MONITORING SERVICES

REFERENCING ALL 2023 DEBRIS RFP'S

1. Will responses to questions and other addenda be posted in the same location as the RFP?
Addenda will be posted on the Budget and Finance page of the City of Sweeny's website at www.sweenytx.gov

DISASTER RECOVERY GRANT MANAGEMENT & ADMINISTRATION SERVICES

1. Is there a deadline for submittal of questions regarding the RFP?
Deadline for questions regarding submittal will be Tuesday, May 30th, 2023 at Close of Business, 4:30 P.M.
Please note that all sealed submittals must be received and time stamped by 1 P.M., Friday June 2nd, 2023.
2. Can the City clarify the proposer's responsibilities for "debris missions" under the Disaster Recovery Grant Management and Administration scope?
Debris Missions meaning any debris related issues, projects, damages, assessments that would be obtainable and possible either covered or related to any type of grant funding to include response and recovery activities as well as grant funding available for emergency protective measures and recovery missions that serve the public's health and safety.
3. It is requested that proposals be limited to no more than 50 pages, excluding resumes. Are the following proposal elements included in the page count?
 - a. Covers and section dividers
 - b. Table of contents
 - c. Required forms
 - d. Blank pages included to improve pagination between sections

All of the listed above are included in the page count of no more than 50 pages, excluding resumes.

DEBRIS REMOVAL & EMERGENCY SERVICES

1. Can the City confirm tipping fees are the responsibility of the contractor and should be included in our pricing?
Tipping fees are the responsibility of the contractors. Tipping fees shall be included in the unit rates proposed for services.



2. On page 14 it states that the City will issue a notice to proceed within 10 days of executing the contract. Does that mean this contract is for current work to be done?

The City Council will award a contract. If the City is in the middle of an event requiring debris removal or emergency services, the City would issue a notice to proceed within 10 days of executing the contract. If the City is not requiring immediate action upon award of the contract, the requirements would be as followed in the RFP for notification upon services needed.

3. Can the City confirm there are no bonds required for this project?

No bonds are required for this project. Insurance is required and must be submitted per the requirements starting on page 13 under INSURANCE.

4. Will the City consider changing the scope to allow for the debris from removing hazardous leaning trees and hanging limbs to be placed in the ROW to be collected and paid for as regular vegetative debris?

The City will consider submittals to allow for the debris from removing hazardous leaning trees and hanging limbs to be placed in the ROW to be collected and paid for as regular vegetative debris.

5. There is currently no line item for cutting hazardous hanging limbs, will the City consider adding a line item for this?

Yes, the line has been added and updated as L.3

6. How does the City intend to handle trees that are smaller than 24'' for hazardous trees/limbs?

Yes, the line has been added and updated as L.4

DEBRIS MONITORING SERVICES

1. Bid Schedule, Page 19 is blank on the RFP.

Please see the updated on the original RFP, page 19- ATTACHMENT 2.



AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Meeting Date	08/15/2023	Agenda Item	
Approved by City Manager		Presenter(s)	Administration
Reviewed by City Attorney		Department	Administration
Subject	Discussion/ Possible Action to Approve a Resolution Designating an Official Newspaper		
Attachments	Resolution		
Financial Information	Expenditure Required:		
	Amount Budgeted:		
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

The City must designate of an official newspaper for public notices, public hearings, or other city related matters required by City Charter, City Ordinances, or State law.

Recommended Action

Approval of the Resolution to Designate an Official Newspaper

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SWEENY, BRAZORIA COUNTY, TEXAS, DESIGNATING AN OFFICIAL NEWSPAPER FOR SAID CITY; AND FINDING FACT.

WHEREAS, Section 10.06 of the City of Sweeny Home Rule Charter requires that said City designate a public newspaper of the general circulation in the City as the official newspaper of the City; and

WHEREAS, it is the intention of the City Council that this resolution comply with this section and the Constitution and Laws of the State of Texas; and

WHEREAS, the City Council finds that THE FACTS, also known as THE BRAZOSPORT FACTS, is a public newspaper of general circulation in the City.

WHEREAS, the City Council is now convened in its Regular Session;

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

SECTION ONE (1):

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

SECTION TWO (2):

THE FACTS newspaper, also known as THE BRAZOSPORT FACTS, is hereby designated as the official newspaper of the City of Sweeny, Texas and shall be used for the publication of ordinances, notices, and all other matters required to be published by the Charter, by ordinances of the City or by the Constitution and Laws of the State of Texas.

PASSED AND ADOPTIED, this the ____ day of _____, 2023.

DUSTY HOPKINS, Mayor
City of Sweeny, Texas

ATTEST:

KAYDI SMITH, City Secretary
City of Sweeny, Texas



AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Meeting Date	08/15/2023	Agenda Item	
Approved by City Manager		Presenter(s)	City Manager
Reviewed by City Attorney		Department	Administration
Subject	Discussion/ Possible Action to Adopt a Resolution Adopting Guidelines and Criteria for Granting Tax Abatements		
Attachments	Tax Abatement Resolution, Guidelines/Criteria/Definitions		
Financial Information	Expenditure Required:		
	Amount Budgeted:		
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

In order for the City to be able enter into any agreements, this resolution and corresponding guidelines and criteria must be adopted every two years.

The prior resolution was adopted in September 2021, therefore requiring re-adoption.

Recommended Action

To approve the resolution and corresponding guidelines and criteria for granting tax abatements.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SWEENY TEXAS ADOPTING CERTAIN GUIDELINES AND CRITERIA FOR THE GRANTING OF TAX ABATEMENTS

WHEREAS, the future economic viability of the City of Sweeny depends on the City’s ability to attract new investment through the location of new industry and the expansion and modernization of existing businesses; and

WHEREAS, the creation and retention of job opportunities that result from new economic development is the highest civic priority; and

WHEREAS, the City of Sweeny and its political subdivisions must become and remain competitive with other localities across the nation in the expansion of their existing business base and the attraction of new commercial and industrial investment; and

WHEREAS, any tax incentives offered by the City of Sweeny should be limited to those companies or individuals that created wealth within the City and its political subdivisions; and

WHEREAS, no tax incentives offered by the City of Sweeny should adversely affect the competitive position of existing companies operating in the City of Sweeny and its political subdivisions; and

WHEREAS, to assure a common, coordinated effort to promote the economic development of the City of Sweeny and its political subdivisions, such guidelines and criteria should be adopted only through the cooperation of affected school district and the City; and

WHEREAS, effective September 1, 1987, Texas law requires counties and municipalities, which elect to establish and participate in tax abatement programs, to establish guidelines and criteria governing the designation of reinvestment zones and tax abatement program prior to granting any future tax abatements; and

WHEREAS, the City Council recognizes the importance of maintaining superior public education within the City and the fiscal integrity of the school district located in the City; and

WHEREAS, these guidelines and criteria shall not be construed as implying or suggesting that the City of Sweeny is under any obligation to provide tax abatements or other incentives to any applicant, and all applicants shall be considered on a case by case basis; and

NOW, therefore be it resolved that the City of Sweeny hereby adopts the attached “Guidelines and Criteria” for granting tax abatements in reinvestment zones created within the City of Sweeny, Texas.

Passed during the Regular City Council meeting, this _____ day of _____, 2023.

DUSTY HOPKINS, Mayor

ATTEST

KAYDI SMITH, City Secretary

GUIDELINES AND CRITERIA

FOR

GRANTING TAX ABATEMENTS

CITY OF SWEENY

**GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENTS
BY THE CITY OF SWEENY**

Section I. Definitions

The following words, terms and phrases shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. The City Council shall have the power from time to time to provide such additional and/or modified definitions that they find desirable and necessary. The words and phrases as herein set out shall be deemed and understood to me:

- A. **Abatement** shall mean the full or partial exemption from ad valorem taxes of certain real property and certain limited types of tangible property, as hereinafter provided, located in a Reinvestment Zone designated by the City of Sweeny for economic development purposes.
- B. **Affected jurisdiction** shall mean any governmental, educational, or special purpose entity that levies ad valorem taxes upon and provides services to property located within a proposed or existing Reinvestment Zone.
- C. **Agreement** shall mean a contractual agreement (Tax Abatement Agreement) between a property owner and/or lessee and the City of Sweeny.
- D. **Base Year Value** shall mean the assessed value of eligible property on January 1st preceding the execution of the Tax Abatement Agree plus the agreed upon value of eligible property improvements made after January 1, but before the execution of the Tax Abatement Agreement.
- E. **City** shall mean the City of Sweeny Texas.
- F. **Council** shall mean the governing body (City Council) of the City of Sweeny Texas.
- G. **Deferred Maintenance** shall mean improvements necessary for continued operation which do not improve productivity or alter the process technology.
- H. **Distribution facility** shall mean a facility used primarily to receive, store, and distribute goods or materials principally to points outside the City of Sweeny.
- I. **Economic life** shall mean the number of years a property improvement is expected to be in service. Provided, however, that in no circumstance shall the number of years exceed the depreciation allowance specified in the United States Internal Revenue Code.
- J. **Eligible facilities** shall man new, expanded, or modernized buildings and structures, and fixed machinery and equipment, which are reasonably likely, as a result of granting, to contribute to the retention or expansion of primary employment or to attract major investment to the Reinvestment Zone, or that would contribute to the economic development of the City of Sweeny Texas. Eligible facilities may include, but shall not be limited to; retail sales establishments generating municipal sales tax, or having the potential to stem the export of retail expenditures from the City of Sweeny Texas, or having the potential to draw new retail expenditures into the City of Sweeny Texas; manufacturing facilities; office building; hotels/motels; distribution facilities service facilities; tourism facilities; multifamily housing; and other facilities not herein expressly deemed ineligible, which in the sole opinion of the City Council will have a positive impact on the economic well-being of the City of Sweeny Texas.
- K. **Expansion** shall mean the addition of buildings, structures, fixed machinery, as that term is defined herein, equipment, or payroll for the purposed of increasing production, efficiency, services, or a combination thereof.

- L. **Facility** shall mean property improvements completed or in the process of construction which together comprise an integral whole.
- M. **Fixed machinery** shall mean tangible machinery, equipment, or personal property which is securely placed or fastened, and stationary within a building or structure, or within the Reinvestment Zone.
- N. **Hotel / Motel** shall mean a commercial structure which provides overnight accommodations to travelers.
- O. **Housing** shall mean new construction facilities whose purpose is to provide shelter for one family in a single freestanding unit.
- P. **Ineligible property** shall mean; land; supplies; inventory; tools; furnishings; other movable personal property; rolling stock; railroad cars; trucks; aircraft; or other forms of transportation; housing; deferred maintenance; and any property owned in whole or in part or leased by a member of the City Council or the City of Sweeny's Zoning Commission, or Zoning Board of Adjustment.
- Q. **Manufacturing facility** shall mean a facility with the primary purpose being the manufacture, or whole or partial assembly of tangible goods or materials.
- R. **Multi-family housing** shall mean facilities consisting of more than one unit in a single structure with each unit designed to provide independent living quarters for an individual family.
- S. **Modernization** shall mean the complete or partial modification and/or replacement of existing facilities, which increases its productivity, efficiency, or ability to enhance trade volume.
- T. **Office facility** shall mean a facility providing primary office space which may be owner-occupied and/or leased. Also included are corporate offices which serve as the principal office for business enterprise, and from which orders for goods and billing for same may take place.
- U. **Recipient** shall mean the company or individual being the beneficiary of a Tax Abatement Agreement.
- V. **Reinvestment Zone** shall mean any area of the City of Sweeny which City Council has formally designated as such a zone for the purpose of granting tax abatements, the creation of such zones being a requirement of State law related to the granting of tax abatements. It is the intent of the City of Sweeny to create reinvestment zones on a case-by-case basis, so long as the abatement contemplated conforms to the guidelines herein contained.
- W. **Retail facility** shall mean a facility providing for the storage and sale of goods directly to the consumer.
- X. **Service facility** shall mean a facility whose primary purpose is to receive orders for, and/or provide services, and from which billing for same may take place.
- Y. **Tourism facility** shall mean a facility which provides entertainment and/or tourism-related goods or services, and from which a majority of revenue generated are from outside the City of Sweeny.

Section II. Criteria for Granting

- A. **Eligibility.** Upon Application, eligible facilities may be considered for tax abatement as hereinafter provided. Abatement may only be granted for new or added value of eligible property improvements, subject to such limitations as the Council may from time-to-time require, or as may be specified in the agreement between parties. Existing value may not be abated.

- B. Ineligible property.** Ineligible property may not be granted abatement.
- C. Authorized date.** Abatement may only be granted for new or added value of an eligible property improvement that is created for purposes of modernization or expansion.
- D. Eligible new and existing facilities.** Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.
- E. Economic qualifications.** In order to be eligible for designation as a Reinvestment Zone and receive tax abatement, the planned improvement must be expected to have an increased appraised ad valorem tax value of at least fifty thousand (\$50,000.00) dollars upon completion of the anticipated improvements based upon the Brazoria County Appraisal District assessment of the eligible property.
- F. Owned / leased facilities.** If a leased facility is granted abatement, the Agreement shall be executed with the lessor and lessee.
- G. Standards for Tax Abatements.** The following factors, among such other factors as deemed necessary by the Council, shall be considered in determining whether to grant tax abatement.
1. Value of land and existing improvements, if any.
 2. Type and value of proposed improvements.
 3. Productive life of proposed improvements.
 4. Number of existing jobs to be retained by proposed improvements.
 5. Number and type of new jobs created.
 6. Number of new jobs to be filled by local residents, or by persons projected to reside in the City.
 7. Amount of local sales tax to be generated.
 8. The costs to be incurred by the City to provide facilities or services directly resulting from the new improvements.
 9. The amount of ad valorem taxes to be paid the City during the abatement period considering the existing values, the percentage of new value abated, the abatement period, and the value after expiration of the abatement period.
 10. The population growth that occurs directly as a result of the improvements.
 11. The values of public improvements, if any, to be made by applicant seeking abatement.
 12. To what extent the proposed improvements compete with existing businesses to the detriment of the local economy.
 13. The extent of business opportunities created by the proposed improvements for the local businesses.
 14. Impact on attracting other new businesses as a result of the improvements.

15. Impact the planned improvements may have on other taxing jurisdictions within the City.
16. Environmental compatibility, and amount, if any, of negative impact on quality of life perceptions.
17. Ratio of real property value to personal property value being considered for abatement.

After a full evaluation and review utilizing some or all of the above factors, the Council may, within the exercise of its full discretion, either deny entirely the abatement, or may grant abatement as deemed appropriate.

H. Denial of abatement. Neither a Reinvestment Zone nor an Agreement shall be authorized if it is determined that:

1. There would be a substantial adverse effect on the provision of government service or tax base.
2. The applicant has insufficient financial capacity.
3. Planned or potential use of the property would constitute a hazard to public safety, health, or morals.
4. Planned or potential use of the property would constitute a violation of other codes or laws.
5. Any other reason Council may deem appropriate.

I. Amount of abatement. The percentage of value to be abated and the duration of the tax abatement shall be determined as follows:

1. For planned improvements valued at fifty thousand (\$50,000.00) or greater, the percentage and duration of the tax abatement shall be determined by the Council in the exercise of its absolute discretion on a case-by-case basis, taking into consideration some or all of the factors listed in subsection G.

J. Taxability. From the execution of the Agreement to the end of the Agreement periods, taxes shall be payable as follows:

1. The value of ineligible property as provided in Section 1.P. shall be fully taxable.
2. The base year value of existing eligible property as determined each year shall be fully taxable.
3. The additional value of new eligible property shall be fully taxable at the end of the abatement period.

Section III. Application

A. Any present or potential owner of taxable property in the City may request the creation of a Reinvestment Zone and property tax abatement by filing a written application with the City Secretary in a form prescribed by the City. The applicant shall at no time acquire any rights, privileges or authority, monetary or otherwise, by reason of filing an application, or providing any documentation in conjunction with an application filed herein. The City reserves the right to reject any application.

- B.** As a part of the application process the following shall be provided:
1. Completed application form.
 2. Vicinity map along with a legal description to be a metes and bounds survey, or other survey prepared by a registered Texas Engineer or a licensed Texas surveyor.
 3. Such financial and other information as deemed appropriate by the City for the purposes of evaluating the application.

Section IV. Action by the Council on Application

- A.** The Council, within a reasonable time after completion of the review of all documents submitted by the applicant, and such other investigation and inquiry as may be deemed appropriate, shall, through the exercise of its absolute discretion either preliminarily approve or disapprove the application.
- B.** Preliminary application approval does not constitute Council's approval of the creation of a Reinvestment Zone, nor the approval of an agreement. Such approval does constitute Council's authorization to consider such actions.

Section V. Creation of a Reinvestment Zone.

- A.** Prior to the adoption of an Ordinance designating a Reinvestment Zone, the Council shall, through Public Hearing, afford the applicant, designated representatives of any affected jurisdiction, and the general public opportunity to show cause why the abatement should or should not be granted.
1. The presiding officers of affected jurisdictions shall, in writing, be notified of the Public Hearing no later than the seventh (7th) day prior to the date of the Public Hearing.
 2. A notice of Public Hearing for the creation of a Reinvestment Zone shall be published in a newspaper of general circulation within the taxing jurisdiction no later than the seventh (7th) day prior to the date of the Public Hearing. The City may require the applicant to pay for costs associated with such publishing.
- B.** The Council reserves the right to not establish a Reinvestment Zone for tax abatement if it finds that construction, alteration, or the installation of improvements being considered for abatement commenced prior to the submission of a tax abatement application.

Section VI. Agreement

- A.** After approval of the application for tax abatement, and adoption of an Ordinance creating a Reinvestment Zone, the Council may pass a resolution authorizing the execution of the Agreement.
1. No later than the seventh (7th) day prior to taking action to authorize execution of an Agreement, the Council shall notify, in writing, the presiding officers of each of the other taxing jurisdictions within which the property is located of its intention to enter into an Agreement.
- B.** The Agreement shall include, among other provisions, the following:
1. The estimated value to be abated and the base year value.

2. The percentage of value to be abated each year and the number of years of abatement will be granted as provided in Section II, 1.
 3. The commencement and termination date of the abatement.
 4. The commencement and completion date of the proposed improvements.
 5. Size of investment and average number of jobs to be created, if any.
 6. The right of the City employees and/or designated representatives during the term of the Agreement of access to the Reinvestment Zone for the purpose of determining if the terms and conditions of the Agreement are being met. Such inspections shall be in accordance with the provisions of Section VII, D.
 7. The responsibility, of the, recipient, of tax abatement to file appropriate documents with the Chief Appraiser of the Brazoria County Appraisal District.
 8. Contractual obligation related to default, violation of terms or conditions, delinquent taxes, recapture administration, amendment, and assignment.
- C. Such Agreement shall be executed in duplicate originals by both parties to the Agreement.

Section VII. Administration

- A. The Chief Appraiser of the Brazoria County Appraisal District will annually determine an assessment of the taxable assessed value of the recipient's property, taking into consideration the terms of the Agreement relating to such real and personal property found within the Reinvestment Zone which is subject to the terms and provisions of the Agreement.
- B. Each year, the recipient shall furnish the Chief Appraiser such information as may be necessary for receipt of the abatement.
- C. It shall be the exclusive duty and responsibility of the recipient to comply with all requirements of the Brazoria County Appraisal District in order to secure and continue to receive the benefit of any approved Agreement. Failure to do so shall not be deemed the fault of the City or any of its officers, employees, or agents.
- D. Employees and/or designated representatives of the City, during the term of the Agreement, shall have the right of access to the Reinvestment Zone, facilities contained therein, and records related to real and personal property investments and employment, in order to determine if the terms and conditions of the Agree are being met. All inspections will be mad only after the giving of twenty four (24) hours prior notice, and will only be conducted in such manner as to not unreasonable interfere with the construction and/or operation of the facility. All inspections will be made with one or more representatives of the recipient present, and in accordance with the recipient's safety standards.
- E. During the construction, install, or modification of abated improvements the recipient may be required to provide to the City reports on the progress and status of such improvements. Such reports shall be on a schedule as requested by the City, and would require as a minimum the following:

1. The date of commencement of improvement, significant progress dates, and actual as well anticipated completion dates.
 2. Expenditures made to date.
 3. A disclosure and description of any and all changes or modifications that were made in the contemplated improvements.
- F.** Upon completion of all contemplated improvements the recipient may be required to provide the City a final report, such report containing as a minimum the following:
1. Improvement completion dates.
 2. Actual improvement costs.
 3. A disclosure and description of any and all changes or modifications that were made in the contemplated improvement.
- G.** Any required reporting by the recipient shall be in a form approved by the City, or on a form(s) as provided by the City.
- H.** Upon completion of anticipated improvements, a designated representative of the City may annually evaluate each facility receiving abatement to insure compliance with the agreement, and a formal report of such evaluations shall be made to the Council regarding the findings.
- I.** The recipient shall be required to provide the City with an annual certificate as to compliance with the terms and conditions of the Agreement.
- J.** The City shall file reports required of the City by State law, such reports being filed with the appropriate agency.

Section VIII. Assignment

- A.** The rights granted under an Agreement may be transferred and assigned by the recipient to a new owner or lessee of the subject facility only upon the approval by Resolution of the Council, and the execution of an Assignment Agreement between the City and the new owner or lessee. Such assignment shall be at the sole discretion of the Council, and subject to the following conditions:
1. Financial capacity of the assignee.
 2. Contemplated facility use, and proposed and/or completed improvements being as stated in the agreement.
 3. No outstanding taxes or other debts are owed to any governmental entity by the parties to the Agreement or the proposed Assignment Agreement.

Section IX. Default and Recapture

- A. Cause.** The Agreement may be terminated by the Council for any of the following causes which shall be considered a default of the Agreement:

1. Recipient allows the ad valorem taxes owed the City or other affected jurisdictions to become delinquent and fails to timely and properly follow the requirements of law for their protest and/or cure.
2. Recipient violates any of the terms and conditions of the Agreement, and fails to cure during the cure period described elsewhere in this Section.

B. Procedure. Should the City determine that the recipient is in probable default of the Agreement, the following shall occur:

1. A Notice of Probable Default shall be delivered, in writing, to the recipient of tax abatement. Such notice shall identify the probable cause(s) for default, and afford the recipient an opportunity to request a hearing before the Council, who shall finally decide if a default has occurred.
2. If no request for hearing is made within ten (10) days of receipt of the Notice of Probable Default, the Council may confirm the existence of default.
3. If default is determined either by hearing, or failure of recipient to request a hearing, the City shall deliver to the recipient of tax abatement, in writing, a Notice of Default.
4. The recipient shall, within thirty (30) days of receipt of a Notice of Default, cure the cause(s) for default. Failure to do so will be cause for the City to terminate the Agreement without further notice.
5. The Agreement shall be terminated by an Ordinance duly passed and adopted by the Council.

C. Recapture.

1. Should the Agreement be terminated, all taxes previously abated prior to the termination shall be due and payable to the City within thirty (30) days.
2. Should the recipient discontinue operations of improvements as stated in the application for abatement or the Agree, for reasons excepting fire, explosion, or other disaster, for a period of one (1) year during the abatement period, then the Agreement shall be considered terminated, and all taxes abated prior to the termination of the Agreement shall be due and payable to the City within thirty (30) days.

Section X. Confidentiality

- A.** The City will make every effort within the laws of the State of Texas to maintain confidentiality of information related to an application for abatement, and the granting or rejection of abatement.
- B.** Information which is provided to the City in connection with a tax abatement application that describes the specific processes or business activities to be conducted or the equipment or property to be located on the property for which tax abatement is sought is confidential and not subjected to public disclosure until the Agreement is executed. Any information remaining in the custody of the City after the Agreement is executed is no longer confidential. Upon request, the City will return such information to the provider prior to the execution of an agreement.

- C. In accordance with current State law, the following information is exempt from public disclosure:**
- 1. Trade secrets.**
 - 2. Commercial or financial information for which a demonstration can be made based upon specific factual evidence that disclosure would cause substantial competitive harm to the person or company from whom the information was obtained.**
- D.** In accord with current State law, the City may hold closed meetings to discuss or deliberate commercial or financial information it has received from a business prospect that the City seeks to have locate, stay, or expand in or near its jurisdiction, and with which the City is conducting economic development negotiations.
- E.** In accord with current State law, the City may hold closed meetings to discuss or deliberate the offer of a financial or other incentive to a business prospect the City seeks to have locate, stay, or expand in or near its jurisdiction, and with which the City is conducting economic development negotiations.
- F.** Upon execution of an Agreement, information about a financial or other incentive being offered to a business prospect is no longer confidential, and is subject to public disclosure.

Section XI. Severability. In the event any section, clause, sentence, paragraph, or any part of these Guidelines and Criteria shall, for any reason, be adjusted by any court of competent jurisdiction to be invalid shall not affect, impair, or invalidate the remained of these Guidelines and Criteria.

Section XII. Sunset Provision.

- A.** These Guidelines and Criteria are effective upon the date of their adoption by the Council, and will remain in force for two (2) years, at which time all Reinvestment Zones and Agreements created pursuant to its provisions will be reviewed by the Council to determine whether the goals of the abatement program have been achieved. Based upon that review, the Guidelines and Criteria may be modified, renewed, or eliminated.
- B.** Prior to the date for review these Guidelines and Criteria may be modified by a three-fourths (3/4) vote of the entire membership of the Council.

Section XIII. Discretion of the City.

- A.** The adoption of these Guidelines and Criteria by the City does not:
1. Limit the discretion of the Council to decide whether to enter into a specific Agreement, which absolute right of discretion the Council reserves to itself, whether or not such discretion may be deemed arbitrary, or without basis in fact.
 2. Limit the discretion of the Council to delegate to its employees or assigns the authority to determine whether or not the Council should consider a particular application or request for tax abatement.
 3. Create any property, contract, or other legal rights in any person or entity to have the Council consider or grant a specific application or request for tax abatement.



AGENDA MEMO

Business of the City Council

City of Sweeny, Texas

Meeting Date	08/15/2023	Agenda Item	
Approved by City Manager		Presenter(s)	Kaydi Smith
Reviewed by City Attorney		Department	Developmental Services
Subject	Discussion/ Possible Action to Amend the Mobile Food Establishments Ordinance; Chapter 112		
Attachments	Mobile Food Establishments.REVISIONS07252023; City Comparisons		
Financial Information	Expenditure Required:		
	Amount Budgeted:		
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

Council's direction requested for amending/modifying the Mobile Food Establishment Ordinance, more specifically the Temporary Mobile Food guidelines and to amend/establish a fees to correlate.

Suggestion: to add additional permitting within the Temporary Section to include the Roadside Vendors/Push Carts (sno-cone trucks/ice cream stands) and update lengths of permits and fees for temporary usage. We will be modifying the Peddlers permit due to temperature related foods to exclude the sno-cones/ice cream trucks, as it is currently out of compliance. All temperature related foods are regulated by the Texas Health and Safety Code and the Texas Administrative Code, which are included as a mobile food unit now.

Ordinance attached shows proposed red lines/additions and/or suggestions for further discussion and direction. Preference is to establish fees for the fee schedule but not to notate in the ordinance, as fees change, codification does as well, incurring the city extra fees. Suggestion is to only update master fee schedule when determined.

Current Ordinance for Temporary usage is a 24-hour permit for \$75.00 + Fire Marshal Inspection Annually- \$80.00. First time registration in Sweeny is \$155.00. Then \$75.00 per day usage thereafter.

Brazoria County only has an annual permit, \$200.00, and a special event not to exceed 14 days, \$40.00. These are required per our current ordinance prior to being able to apply with the City of Sweeny. The City does not have a health inspector, Brazoria County is our inspecting agency. Mobile food units are not counting toward our Interlocal Agreement for services. [Forms & Permit Applications | Brazoria County, TX \(brazoriacountytx.gov\)](https://www.brazoriacountytx.gov/forms-permit-applications)

Suggestions:

- Special Event Permit not to exceed 3 days Fees? \$25
- Temporary Permit not to exceed 14 days Fees? \$35
- Semi Permanent/ Maximum of 180 days/6 months per calendar year at the same location Fees? \$50
- Push Cart/Roadside Vendor Only -Annual Permit – sno-cone trucks/vendors, ice cream trucks-/vendors. Fee? \$50

Recommended Action

Discussion/ Direction Requested to have updated ordinance prepared for future meeting.

Possible Action to be taken on establishing any fees associated to update the Master Fee Schedule.

CHAPTER 115: MOBILE FOOD ESTABLISHMENTS

Section

- 115.01 Permit requirements
- 115.02 Temporary food establishments
- 115.03 Permanent food establishments
- 115.04 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) Definition. For the purpose of this section, the following definition 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, ~~for a period of no more than 24 hours at any one time and~~ which

has a ~~day rate~~ specified 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 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. ~~Any temporary permit issued hereunder shall be for a maximum 24 hours.~~ An application for temporary food establishment must be submitted seven days prior to the designated time for the permitted use. Types of Temporary Food Establishment Permits are:

Special Event Permit not to exceed 3 days

Temporary Permit not to exceed 14 days

Semi Permanent/ Maximum of 180 days/6 months per calendar year at the same location (Section F will apply)

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, Section F will apply.

(C) A permitted unit must be readily moveable as stated under the Texas food establishment rules as adopted and amended and under Tex. 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/her designee has the discretion to determine all permitted locations.

(F) Permission from the property owner of the 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. Anytime location is subject to change, a new permit must be issued with new locations letter of property owners written statement.

(G) Any application for a temporary food establishment must include a Brazoria County Environmental Health Department Permit ~~health inspection report approval and~~ City of ~~Sweeny Fire Marshal inspection report approval.~~

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

§ 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)(1)) 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 FEES.

~~The following schedule of fees is hereby established for permanent and temporary permits issued pursuant to this chapter; future revisions of these fees shall be accomplished by action of the Council. The fees are as follows:~~

-

Type of Fee	Amount
Annual registration fee	\$150
Daily temporary fee	\$75
Fire Marshal inspection	\$80

-

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

Temporary and Temporary or Permanent mobile food establishments seeking a permit under the provisions herein shall pay an application fee as set in the city's fee schedule. The fee shall be paid by the person desiring the permit and payable at the time of application.

The City is eligible to waive fees for any City Sponsored Event with request received sixty days prior to the event. All temporary food establishment requirements must be met per city ordinance in order for fees to be waived.

§ 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)

City Com

City	Temporary Types	Duration of Permit
Angleton	Special Event	Maximum of 14 days
	Mobile Food Unit	Annual
Brazoria	Mobile Food Vendor	Valid for 5 days
Richwood	Temporary Food Establishment	Maximum of 14 days
West Columbia	Temporary Prepackaged Only(Class 1)	Annual
	Temporary Ready to Eat Food Cooked(Class 2)	Annual
	Temporary Non-Self Transport (trailer)(Class 3)	Annual
Lake Jackson	Temporary Food Service Establishments- no more than 14d at one location	Annual
	Mobile Food Unit Application Fee & License	Annual
Brazoria County	Roadside/Mobile Vendor	Annual
	Temporary Food Establishment	Maximum of 14 days
	Fire Marshal Inspection	Annual

parisons

<u>Fees Associated</u>	<u>City Health Inspector/Brazoria County Agreement</u>
\$40.00	City Health Inspector
\$250.00	City Health Inspector
\$50.00	Brazoria County Agreement + Requires COB FM Insp.
\$40.00	City Health Inspector
\$100.00	Brazoria County Agreement
\$200.00	Brazoria County Agreement
\$200.00	Brazoria County Agreement
\$50.00	City Health Inspector
\$50+\$135=\$185	City Health Inspector
\$200.00	REQUIRED FOR ALL
\$40.00	REQUIRED FOR ALL
\$125 1st/ \$75 renewal	REQUIRED FOR HEALTH PERMIT



AGENDA MEMO

Business of the City Council

City of Sweeny, Texas

Meeting Date	08/15/2023	Agenda Item	
Approved by City Manager		Presenter(s)	Kaydi Smith
Reviewed by City Attorney		Department	Developmental Services
Subject	Discussion/ Possible Action to Amend the Peddlers and Solicitors Ordinance; Chapter 110		
Attachments	Proposed Amended Ordinance		
Financial Information	Expenditure Required:		
	Amount Budgeted:		
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

Amendments to the Peddlers/Solicitors Ordinance; Chapter 110

To remove language specified as “food” as it is in conflict with the Mobile Foods Ordinance, Chapter 112 and the Texas Administrative Code, Title 25, 229.371 (6) and Chapter 437 of the Texas Health and Safety Code.

<https://www.dshs.texas.gov/sites/default/files/foodestablishments/pdf/CountyModelOrder.pdf>

[Texas Administrative Code \(state.tx.us\)](https://www.texas.gov)

Recommended Action

Take Action to Amend Ordinance

CHAPTER 110: PEDDLERS AND SOLICITORS

Section

- 110.01 Purpose
- 110.02 Definitions
- 110.03 Permit required
- 110.04 Application for permit
- 110.05 Issuance and duration of permit
- 110.06 Permit fees
- 110.07 Permit to be carried on person; presentation upon request
- 110.08 Revocation of permit
- 110.09 Surety bond required
- 110.10 Refusal to leave premises prohibited
- 110.11 Posted restrictions
- 110.12 Restricted hours
- 110.13 Customers' rights; cancellation
- 110.14 Exemptions

§ 110.01 PURPOSE.

This chapter is and shall be deemed an exercise of the police powers of the state and of the city for the public safety, comfort, convenience and protection of the city and the citizens thereof, and all of the provisions of this chapter shall be constructed to the accomplishment of this purpose.

(Ord. passed 7-17-90)

§ 110.02 DEFINITIONS.

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

PEDDLER or SOLICITOR. Any person, partnership, firm or corporation going from house to house or from place to place in the city soliciting, exhibiting, selling, canvassing for or taking orders for or offering to sell or take orders for any goods, wares, merchandise, ~~foods~~

and subscriptions to magazines, publications, newspapers, photographs or services. The same shall also include any persons, partnerships, firms or corporations soliciting, exhibiting, selling, taking orders for or offering to sell or take orders for the goods, wares, merchandise, ~~food~~, publications or services upon or from a truck or other vehicle whether on the streets or from any property whatever in the city, whether public or private. Also, anyone who solicits orders and, as a separate transaction, makes deliveries to purchasers as a part of a scheme or design to evade these provisions shall be deemed a PEDDLER or SOLICITOR. The terms PEDDLER and SOLICITOR shall also be synonymous with ITINERANT MERCHANT and TRANSIENT VENDOR, as well as each other.

(Ord. passed 7-17-90)

§ 110.03 PERMIT REQUIRED.

It shall be unlawful for any person, partnership, firm or corporation to peddle, sell, solicit, exhibit or take orders for or offer to take order for any goods, wares, merchandise, ~~food~~ or subscriptions to magazines, publications, newspapers, photographs or services without first having obtained a permit to do so from the city, except as provided for in § 110.04.

(Ord. passed 7-17-90) Penalty, see § 10.99

§ 110.04 APPLICATION FOR PERMIT.

(A) Every person desiring to obtain a permit or registration certificate, as required by this section, shall make written application to the City Administrator which application shall show at least the following:

- (1) The name and address of the applicant;
- (2) The name and address of person which the applicant represents;
- (3) The applicant's date of birth, height, weight, color of hair and color of eyes, social security number and driver's license number, if existent;
- (4) Whether the applicant has ever been convicted of a felony or a misdemeanor involving theft, fraud, bribery or perjury;
- (5) The name of the immediate last preceding three towns in which he or she worked, if any;
- (6) The kind of goods, wares and merchandise offered or to be offered for sale;
- (7) Whether the applicant upon any order so obtained will demand, accept or receive payment or deposit of money in advance of final delivery; and
- (8) In addition, there shall be attached to each application for a permit, the following:

(a) A recent photographic likeness of the applicant's face, as well as any assistant working with him or her; and

(b) Satisfactory proof of applicant to represent the company or individual the applicant so states that he or she represents.

(B) In addition, the applicant shall submit to fingerprinting by the Police Department and the fingerprinting shall be kept as a permanent record with the application.

(Ord. passed 7-17-90)

§ 110.05 ISSUANCE AND DURATION OF PERMIT.

Upon completion of the investigation, the City Administrator shall issue or refuse to issue a permit. No permit shall be issued prior to the expiration of 72 hours after the filing of the application. All permits issued shall be valid for a period of one year unless sooner revoked.

(Ord. passed 7-17-90)

§ 110.06 PERMIT FEES.

Each and every person seeking a permit under the provisions herein shall pay an application fee as set in the city's fee schedule. The fee shall be paid by the person desiring the permit and payable at the time of application. This fee shall be charged to help defray the cost of investigation and administration incident to the permit. This fee shall not be pro-rated or refunded to the applicant regardless of whether a permit is issued or not.

(Ord. passed 7-17-90; Ord. 101-21, passed 3-16-21)

Cross-reference:

Fee schedule, see § 38.01

§ 110.07 PERMIT TO BE CARRIED ON PERSON; PRESENTATION UPON REQUEST.

It shall be unlawful for any peddler or solicitor to do business within the city unless he or she carries the permit on him or her at all times. Every peddler or solicitor shall display his or her permit upon request of any person and, failure to so display each permit, shall be grounds for revocation or constitute a violation of this section.

(Ord. passed 7-17-90) Penalty, see § 10.99

§ 110.08 REVOCATION OF PERMIT.

If, after the permit, as hereinbefore provided, has been issued and the city finds that the permit was obtained by false representation in the application or that the permit holder has committed any act or practice that violates Tex. Bus. and Com. Code, §§ 17.46 et seq., otherwise known as the State Deceptive Trade Practice Act or any act or practice which violates the House Solicitation Sales Act or the commission, during the term of the permit, of any crime or misdemeanor involving moral turpitude or any violation of this section or any other city ordinance or state or federal law the permit may be revoked.

(Ord. passed 7-17-90)

§ 110.09 SURETY BOND REQUIRED.

(A) In the event the application shows the applicant is to take orders for future delivery, he or she shall give bond signed as surety by some surety company authorized to do business in the state, conditioned for the final delivery of goods, wares, merchandise, ~~food~~, photographs, publications or services in accordance with the terms of the order obtained and also conditioned to indemnify any and all purchasers or customers for any and all defects in material or workmanship that may exist in the articles, sold by the principal in the bond, at the time of delivery, that may be discovered by the purchaser or customer within 30 days after delivery.

(B) (1) The bond shall be in the sum of not less than \$1,000 and shall remain in full force and effect for the entire duration of the license permit.

(2) The bond required herein shall be in the form as set by the City Council.

(Ord. passed 7-17-90)

§ 110.10 REFUSAL TO LEAVE PREMISES PROHIBITED.

Any peddler or solicitor who enters upon premises owned or occupied by any person and willfully refuses to leave the premises after having been notified by the owner or tenant of the premises or his or her agent to leave the same shall be deemed guilty of a misdemeanor.

(Ord. passed 7-17-90) Penalty, see § 10.99

§ 110.11 POSTED RESTRICTIONS.

It shall be unlawful for any peddler or solicitor to enter upon any private premises when the same is posted with a sign stating "No Peddlers Allowed," "No Solicitation Allowed" or other words to that effect.

(Ord. passed 7-17-90) Penalty, see § 10.99

§ 110.12 RESTRICTED HOURS.

It shall be unlawful for any peddler to engage in the business of peddling at any time between the **hours of sunset and 30 minutes after sunrise**, except when the peddler has specific invitation and appointment with the customer.

(Ord. passed 7-17-90) Penalty, see § 10.99

§ 110.13 CUSTOMERS' RIGHTS; CANCELLATION.

(A) All peddlers or solicitors shall provide to the consumer, in writing, the right to cancel a solicitation transaction made in person or by telephone until midnight of the third business day after the day on which the customer signs an agreement or offer to purchase any goods, wares, merchandise, ~~food~~, photographs, publications or services.

(B) For the purpose of telephone solicitation, the date of transaction means the day the consumer receives the goods, wares, merchandise, ~~food~~, photographs, publications or services purchased in a solicitation transaction. If the consumer chooses to cancel the solicitation transaction, notification by mail shall be considered given at the time mailed, as evidenced by the postmark, notification by telegram shall be considered given at the time filed for transmission and notification by any other writing shall be considered given at the time delivered to the merchant's designated place of business.

(C) It shall be unlawful for any peddler, solicitor or company represented to refuse to allow the customer to cancel the solicitation transaction.

(Ord. passed 7-17-90) Penalty, see § 10.99

§ 110.14 EXEMPTIONS.

(A) The provisions of this chapter shall not apply to persona engaged in the following sales or delivery of goods and services.

(B) It shall be unlawful for persons to go from house to house or place to place in the city, without having first registered with the City Administrator.

(1) Sales of goods, wares, merchandise, publications and/or services by any bona fide charitable, religious, educational or philanthropic organization or when donated by owners or merchants of which the proceeds are to be used and applied to some charitable, religious, educational or philanthropic purposes;

(2) Ordinary commercial travelers who sell or exhibit for sale goods, wares, merchandise, ~~food~~, photographs, publications or services to firms, persons or corporations engaged in the business of buying, selling and dealing in the same;

(3) Daily deliveries of milk and bakery and other food products or newspaper or the sale or deliveries of home grown food products; (The term HOME GROWN, as used herein, means a food product which is grown locally in a garden, orchard or field. The term LOCALLY, as used herein, means within the state.)

(4) Insurance salespeople, real estate salespeople and other professionals licensed by the state; and

(5) Persons engaged in interstate commerce. (The term INTERSTATE COMMERCE means soliciting, selling or taking orders for or offering to take orders for any goods, wares, merchandise, photographs, publications or services, or acting in any function as a peddler or solicitor, as the terms are used in this section, which, at the times the order is taken, are in or will be produced in any federal district or territory, any commonwealth or any state other than Texas, and shipped or introduced into the city in the fulfillment of the orders.)

(Ord. passed 7-17-90)



AGENDA MEMO

Business of the City Council

City of Sweeny, Texas

Meeting Date	08.15.2023	Agenda Item	
Approved by City Manager		Presenter(s)	
Reviewed by City Attorney		Department	Administration
Subject	Discussion/ Possible Action to Establish a Charter Review Committee		
Attachments			
Financial Information	Expenditure Required:		
	Amount Budgeted:		
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

This agenda item was previously tabled 08/01/2023.

Discussion to establish a Charter review committee. Administration is requesting direction on the duties, function, responsibilities, appointment of members, etc. - Sec. 10.13 City Charter

Council is able to initiate a Charter change by adopting an ordinance to call an election and an ordinance for ballot language.

The Charter can only be changed every two (2) years.

Recommended Action

Council Discretion



AGENDA MEMO

Business of the City Council

City of Sweeny, Texas

Meeting Date	08/15/2023	Agenda Item	
Approved by City Manager		Presenter(s)	City Manager
Reviewed by City Attorney		Department	Administration
Subject	Discussion/ Possible Action to Contractual Lease Agreement Updates; 111 W 3rd Street, City Owned Property		
Attachments	Lease Agreement Drafts: SEDC, Chamber, Brazoria County Tax Office		
Financial Information	Expenditure Required:		
	Amount Budgeted:		
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

The lease agreements for the tenants at 111 W 3rd Street are expiring 09/30/2023. The updated agreements have been drafted for Council's input and review.

Significant Updates:

- Per the proposed FY 23/24 budget, rental prices have been increased to reflect the updated agreement
- Termination Clause has been added with a 60-day written notice by either party
- Prior agreement was for 5 years; this has been modified to a 3-year lease

**** Administration is asking for Council's direction on subsidizing utilities to tenants. #7 on SEDC and Chamber Agreements; #6 on Brazoria County's Agreement**

Previous Brazoria County Agreement states the City is responsible for all water and electricity bills. Tenant is responsible for telephone, etc. EDC/Chambers only states Landlord shall be responsible for all utilities.

City has been providing water, gas, trash, and electricity for tenants previously. All have maintained their own internet, phone, cable, etc. wanted.

Recommended Action

Direction in proceeding for lease agreements at 111 W 3rd Street.

LEASE AGREEMENT

THE STATE OF TEXAS §
 COUNTY OF BRAZORIA §

This Lease Agreement is entered into by the parties hereto on the _____ day of _____, 2023, and in consideration thereof, the City of Sweeny, a political subdivision, hereinafter sometimes referred to as "Landlord" and the Brazoria County Tax Assessor/Collector's Office, hereinafter sometimes referred to as "Tenant", do hereby covenant and agree as follows:

- (1) Landlord does hereby lease and demise unto Tenant, for the purpose of operating and maintaining office space suitable for use by the Brazoria County Tax Assessor/Collector's Office in order to provide certain real property tax collection services to the residents of Sweeny and Brazoria County, Texas, office space in the City owned building located at 111 W. Third Street, Sweeny, Texas.
- (2) This lease shall be for a period of **three (3) years** beginning the 1st day of October, 2023.
- (3) **Either party may terminate this Lease Agreement upon sixty (60) days advance written notice to the other party. Upon termination of this lease Agreement, all rights and licenses shall immediately cease and Tenant must promptly vacate the premises."**
- (4) Tenant shall pay as rent for the leased premises the sum **of SEVEN HUNDRED FIFTY AND NO/100'S DOLLARS (\$750.00) per month** on the 1st day of each month beginning the beginning date of the lease specified above, delivered to the Sweeny City Hall, 102 W. Ashley Wilson Road, Sweeny, Texas 77480. If Tenant fails to pay said rent by the 5th day of the month Tenant will be in default of this lease and Landlord may immediately terminate this lease.
- (5) Tenant will furnish its own offices and provide its own supplies to include housekeeping/ janitorial services. Tenant shall not have the right to make valuable improvements upon premises hereby leased without prior approval of Tenant, and any improvements made upon the premises shall go with the premises and shall remain thereon after the lease is terminated or Tenant abandons the premises. Landlord shall be responsible for the repair, maintenance, and upkeep of the premises.
- (6) **Landlord will be responsible for all water, gas, trash, and electricity bills incurred by Tenant on the leased premises. Tenant will be responsible for their telephone,**

cable, and internet service and installation thereof, and the installation of Tenant's computer systems.

- (7) In the event that Tenant shall for any reason abandon the premises or ceases to use them as a facility for the provision of real property tax collection services to residents of Sweeny or Brazoria County, this lease shall immediately become null and void and said premises shall immediately revert to the Landlord, together with any and all improvements that shall have been made.
- (8) The parties understand that Tenant may not sub-lease or assign any portion of the premises to other entities.
- (9) Landlord shall be responsible for taxes on the leased premises. Tenant shall be responsible for any taxes on Tenants contents placed on the leased premises.

EXECUTED this _____ day of _____, 2023.

ATTEST:

CITY OF SWEENY

 Kaydi Smith
 City Secretary

By _____
 Dusty Hopkins
 Mayor

BRAZORIA COUNTY
TAX ASSESSOR/COLLECTOR'S OFFICE

By _____
 Printed Name _____
 Title _____

BRAZORIA COUNTY

By _____

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

STATE OF TEXAS §

COUNTY OF BRAZORIA §

BEFORE ME, the undersigned Notary Public, on this day personally appeared DUSTY HOPKINS, (Mayor of Sweeny) known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2023.

NOTARY PUBLIC, STATE OF TEXAS

Printed Name: _____

My Commission Expires: _____

STATE OF TEXAS §

COUNTY OF BRAZORIA §

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, (Brazoria County Tax Assessor/Collector) known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2023.

NOTARY PUBLIC, STATE OF TEXAS

Printed Name: _____

My Commission Expires: _____

STATE OF TEXAS §
COUNTY OF BRAZORIA §

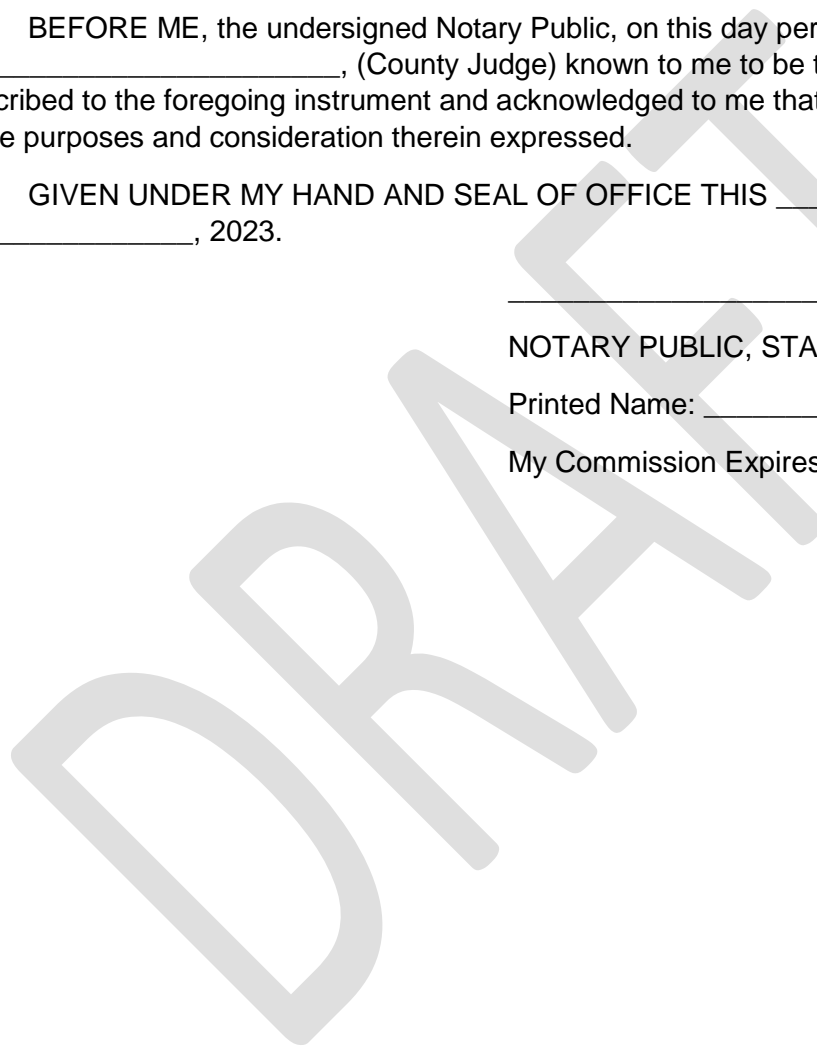
BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, (County Judge) known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2023.

NOTARY PUBLIC, STATE OF TEXAS

Printed Name: _____

My Commission Expires: _____



LEASE AGREEMENT

This LEASE AGREEMENT is made this _____ day of _____, 2023, between THE CITY OF SWEENY, a Texas municipality (Landlord) and the SWEENY CHAMBER OF COMMERCE (Tenant):

In consideration of the covenants and conditions hereinafter contained, Landlord does hereby lease unto Tenant the following described premises (Leased Premises) located in Sweeny, Brazoria County, Texas:

Office space consisting of approximately 182 square feet known as the CHAMBER office in Landlord's office building located at 111 W Third Street, Sweeny, Texas, and jointly with the Sweeny Economic Development Corporation of the boardroom space of 850 square feet.

- 1) This lease shall be for an initial period of **three (3) years** beginning the 1st day of October, 2023.
- 2) Tenant shall pay as rent for the leased premises the sum of **SEVEN HUNDRED AND FIFTY DOLLARS (\$750.00)** per month on the 1st day of each month beginning the beginning date of the lease specified in paragraph (1) above, delivered to the Sweeny City Hall, 102 W. Ashley Wilson Road, Sweeny, Texas 77480. If Tenant fails to pay said rent by the 5th day of the month, Tenant will be in default of this lease and Landlord may immediately terminate this lease.
- 3) Landlord shall be responsible for the repair, maintenance, and upkeep of the leased premises.
- 4) Tenant will be responsible for furnishing housekeeping/janitorial services for the leased premises.
- 5) Tenant may not make any modifications to the leased premises, except as approved in writing by the Landlord.
- 6) Landlord shall be responsible for taxes on the leased premises. Tenant shall be responsible for any taxes on Tenants contents placed on the leased premises.
- 7) **Landlord will be responsible for all water, gas, trash, and electricity bills incurred by Tenant on the leased premises. Tenant will be responsible for their telephone, cable, and internet service and installation thereof, and the installation of Tenant's computer systems.**
- 8) Tenant shall, at Tenant's expense, fully insure its property located in the leased premises against fire and other casualty and shall maintain comprehensive general liability insurance insuring Landlord and Tenant against any liability arising out of ownership, use, occupancy, or maintenance of the leased premises and all areas

appurtenant thereto, with limits of liability of at least \$1,000,000.00 for each occurrence for Bodily Injury and Property Damage combined with the endorsement of comprehensive general liability. Tenant shall cause Landlord to be named as an additional insured under such policies and shall furnish Landlord with certificates of insurance with loss payable clauses satisfactory to Landlord (a) as soon as practicable after the execution of this lease and (b) prior to the commencement of the renewal of the lease pursuant to the option provided in paragraph (10) of this lease agreement. The limit of such insurance shall not, however, limit the liability of Tenant hereunder. Tenant may carry such insurance under a blanket policy, provided such insurance has a Landlord's protective liability endorsement attached thereto. No policy shall be cancelled or subject to reduction of coverage except after (3) days prior written notice to Landlord.

- 9) Tenant shall not assign this lease without the prior consent of Landlord.
- 10) The lease term shall be automatically renewed for successive one (1) year terms, upon the same terms and conditions stated herein, unless one 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.
- 11) Either party may terminate this Lease Agreement upon sixty (60) days advance written notice to the other party. Upon termination of this lease Agreement, all rights and licenses shall immediately cease and Tenant must promptly vacate the premises."
- 12) This lease represents the entire agreement of the parties and may not be amended except by written, mutual agreement signed by both parties.
- 13) This lease shall be construed under and in accordance with the laws of the State of Texas.

LANDLORD:

 City of Sweeny
 BY Its City Manager, LINDSAY KOSKINIEMI

TENANT:

 Sweeny Chamber of Commerce
 BY Its President, NINA CHRISTIE

LEASE AGREEMENT

This LEASE AGREEMENT is made this _____ day of _____, 2023, between THE CITY OF SWEENY, a Texas municipality (Landlord) and the SWEENY ECONOMIC DEVELOPMENT CORPORATION (Tenant):

In consideration of the covenants and conditions hereinafter contained, Landlord does hereby lease unto Tenant the following described premises (Leased Premises) located in Sweeny, Brazoria County, Texas:

Office space consisting of approximately 234 square feet known as the SEDC office in Landlord's office building located at 111 W Third Street, Sweeny, Texas, and jointly with the Sweeny Chamber of Commerce of the boardroom space of 850 square feet.

1. This lease shall be for a period of **three (3) years** beginning the 1st day of October, 2023.
2. Tenant shall pay as rent for the leased premises the sum of **SEVEN HUNDRED AND FIFTY DOLLARS (\$750.00) per month** on the 1st day of each month beginning the beginning date of the lease specified in paragraph (1) above, delivered to the Sweeny City Hall, 102 W. Ashley Wilson Road, Sweeny, Texas 77480. If Tenant fails to pay said rent by the 5th day of the month, Tenant will be in default of this lease and Landlord may immediately terminate this lease.
3. Landlord shall be responsible for the repair, maintenance, and upkeep of the leased premises.
4. Tenant will be responsible for furnishing housekeeping/janitorial services for the leased premises.
5. Tenant may not make any modifications to the leased premises, except as approved in writing by the Landlord.
6. Landlord shall be responsible for taxes on the leased premises. Tenant shall be responsible for any taxes on Tenants contents placed on the leased premises
7. **Landlord will be responsible for all water, gas, trash, and electricity bills incurred by Tenant on the leased premises. Tenant will be responsible for their telephone, cable, and internet service and installation thereof, and the installation of Tenant's computer systems.**
8. Tenant shall, at Tenant's expense, fully insure its property located in the leased premises against fire and other casualty and shall maintain comprehensive general liability insurance insuring Landlord and Tenant against any liability arising out of ownership, use, occupancy, or maintenance of the leased premises and all areas appurtenant thereto, with limits of liability of at least \$1,000,000.00 for each occurrence

for Bodily Injury and Property Damage combined with the endorsement of comprehensive general liability. Tenant shall cause Landlord to be named as an additional insured under such policies and shall furnish Landlord with certificates of insurance with loss payable clauses satisfactory to Landlord (a) as soon as practicable after the execution of this lease and (b) prior to the commencement of the renewal of the lease pursuant to the option provided in paragraph (10) of this lease agreement. The limit of such insurance shall not, however, limit the liability of Tenant hereunder. Tenant may carry such insurance under a blanket policy, provided such insurance has a Landlord's protective liability endorsement attached thereto. No policy shall be cancelled or subject to reduction of coverage except after (3) days prior written notice to Landlord.

9. Tenant shall not assign this lease without the prior consent of Landlord.
10. The lease term shall be automatically renewed for successive one (1) year terms, upon the same terms and conditions stated herein, unless one 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.
11. Either party may terminate this Lease Agreement upon sixty (60) days advance written notice to the other party. Upon termination of this lease Agreement, all rights and licenses shall immediately cease and Tenant must promptly vacate the premises."
12. This lease represents the entire agreement of the parties and may not be amended except by written, mutual agreement signed by both parties.
13. This lease shall be construed under and in accordance with the laws of the State of Texas.

LANDLORD:

 City of Sweeny
 BY Its City Manager, LINDSAY KOSKINIEMI

TENANT:

 Sweeny Economic Development Corporation
 BY Its President, NINA CHRISTIE



AGENDA MEMO

Business of the City Council

City of Sweeny, Texas

Meeting Date	08/15/2023	Agenda Item	
Approved by City Manager		Presenter(s)	Administration/ CS
Reviewed by City Attorney		Department	Administration/ Developmental Services
Subject	Discussion/ Possible Action on Variance Requested for Proposed Replat of 111 W 3rd Street		
Attachments	Proposed Replat		
Financial Information	Expenditure Required:		
	Amount Budgeted:		
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

City is proposing the re-platting of 111 W 3rd Street, City owned property, to separate the building/property from the Fire Department property known as 222 Pecan Street. Currently all eight (8) lots are platted together.

Administration is proposing the preliminary replat in order to separate into two properties. Per the preliminary replat completed, a variance would be required to meet the lot depth requirements per the Zoning Ordinance, Section 110-76, C1 Commercial. Lot depth requirements are 100 feet. The proposed replat has the western most depth of the property line nearest Pecan Street at 94.82 feet and the eastern most property line depth nearest Dominoes as 81.59 feet due to the current rear parking for the 111 W 3rd Street building.

City is requesting a variance to the 5.18 feet and 18.41 feet depth requirement prior to completing a full replat of the property. If approved, the mylars would be placed on a future agenda for Council approval.

Sec. 110-76. C-1, commercial.

The following regulations shall be applicable to the C-1, commercial, zoning district:

(1) *Description and purpose:* This is a zone designed to contain mostly warehousing, distribution types of activity.

(2) *Permitted uses:* Office and office buildings, studios, retail shops, service shops, drive-in eating places, groceries, day care center, auto repair shops, membership clubs, nursing homes, homes for orphans, homes for aged, newspaper, auto dealers, hotels, theatres, motels, banks, and financial institutions, lumberyards, and brickyards, warehouses, wholesale business, veterinary clinic, commercial laundries, beverage manufacturing.

(3) *Maximum percentage of lot to be used by building:* One hundred (100) percent.

(4) *Minimum floor area:* None required.

(5) *Maximum height of building:* Four (4) stories, fifty (50) feet or as approved.

(6) *Minimum lot area:* Three thousand (3,000) square feet.

(7) *Minimum frontage of lot:* Thirty (30) feet.

(8) *Minimum depth of lot:* One hundred (100) feet.

Recommended Action

To approve the variance requested for the proposed preliminary replat at 111 W 3rd Street for the reduction of the depth requirement for the Commercially Zoned Property.

BRAZORIA COUNTY TEXAS

IMLA KEEP LEAGUE ABSTRACT 79

STATE OF TEXAS COUNTY OF BRAZORIA

I, LINDSAY KOSKINIEMI, CITY MANAGER OF THE CITY OF SWEENEY, TEXAS, OWNER OF LOTS 19 THROUGH 26, BLOCK 39 OF THE SWEENEY TOWNSITE, AS RECORDED IN VOLUME 2, PAGE 59, OF THE BRAZORIA COUNTY PLAT RECORDS IN THE IMLA KEEP LEAGUE, ABSTRACT 79, BRAZORIA COUNTY, TEXAS, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY, FOR AND ON BEHALF OF THE CITY OF SWEENEY, TEXAS, ACCORDING TO THE LOT LINES, BUILDING LINES AND EASEMENTS AS SHOWN HEREON AND DO HEREBY DEDICATE TO THE PUBLIC FOR USE THE EASEMENTS SHOWN HEREON FOREVER, AND DO HEREBY BIND MYSELF, MY SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

WITNESS MY HAND IN THE CITY OF BRAZORIA COUNTY, TEXAS, THIS THE DAY OF 2023.

LINDSAY KOSKINIEMI CITY MANAGER CITY OF SWEENEY, TEXAS

NOTARY PUBLIC STATE OF TEXAS COUNTY OF BRAZORIA

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, LINDSAY KOSKINIEMI, CITY MANAGER OF SWEENEY, TEXAS, AND KNOWN TO ME TO BE THE PERSON WHO IS GIVEN AUTHORITY TO REPRESENT THE NAME SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN SET FORTH.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS MY COMMISSION EXPIRES 20

CITY OF SWEENEY, CITY OFFICIALS

THIS IS TO CERTIFY THAT THE MAYOR AND CITY COUNCIL OF THE CITY OF SWEENEY, TEXAS HAVE APPROVED THIS REPLAT OF LOTS 19 THROUGH 26, BLOCK 39, SWEENEY TOWNSITE, IN THE IMLA KEEP LEAGUE, ABSTRACT 79 IN THE CITY OF SWEENEY, TEXAS AS SHOWN HEREON THIS THE DAY OF 2023.

DUSTY HOPKINS, MAYOR MARK MORGAN, JR., POSITION 1 REESE C. COOK, POSITION 2 BRIAN BROOKS, POSITION 3 JOHN RAMBO, POSITION 4 (MAYOR PRO-TEM) TIM PETTIGREW, POSITION 5 KAYDI SMITH, CITY SECRETARY R.C. STEVENSON, CITY ATTORNEY

STATE OF TEXAS COUNTY OF BRAZORIA

I, CHARLES D. WACHTSTETTER, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT OF THE REPLAT OF LOTS 19 THROUGH 26, BLOCK 39 OF THE SWEENEY TOWNSITE, OUT OF THE IMLA KEEP LEAGUE, ABSTRACT 79, BRAZORIA COUNTY, TEXAS WAS PREPARED FROM AN ACTUAL SURVEY ON THE GROUND AND THAT THIS PLAT CORRECTLY REPRESENTS THAT SURVEY MADE BY ME.



PRELIMINARY

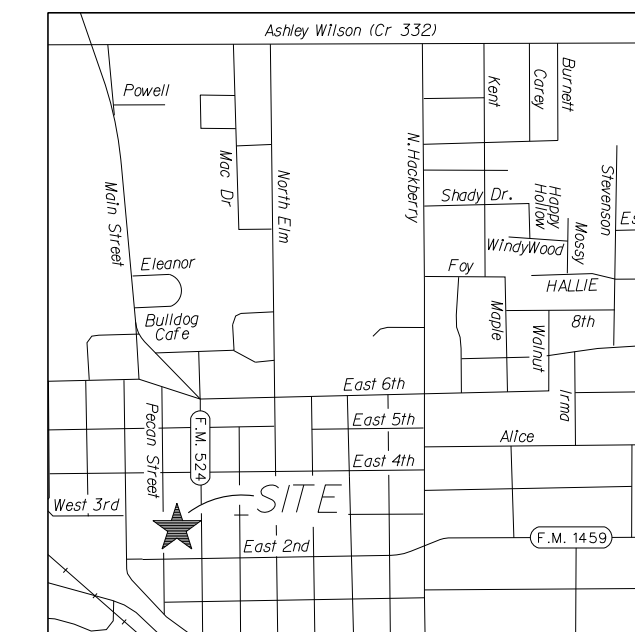
CHARLES D. WACHTSTETTER REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS REGISTRATION NUMBER 4547

NOTES:

- 1. ALL COORDINATES AND BEARINGS ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83). 2. ALL DISTANCES ARE HORIZONTAL SURFACE LEVEL LENGTHS. (SF= 0.999876499) 3. DENOTES FOUND IRON ROD/PIPE 4. DENOTES SET SCRIBED x IN CONCRETE. 5. NO TITLE COMMITMENT WAS PROVIDED FOR THIS SURVEY. THERE MAY BE ITEMS OF RECORD WHICH AFFECT THIS PROPERTY, NOT SHOWN HEREON. 6. THE PURPOSE OF THIS SURVEY IS TO COMBINE 8 LOTS INTO 2 LOTS. 7. THIS PROPERTY IS SUBJECT TO BUILDING RESTRICTIONS OF THE CITY OF SWEENEY.

OWNER: CITY OF SWEENEY 102 ASHLEY-WILSON ROAD SWEENEY, TX 77480

SURVEYOR: DOYLE & WACHTSTETTER, INC. 131 COMMERCE STREET CLUTE, TX 77531 (979) 265-3622



VICINITY MAP N.T.S.



0 10 20 40 1" = 20'

REPLAT OF LOTS 19 THROUGH 26, BLOCK 39

OF THE SWEENEY TOWNSITE AS RECORDED IN VOLUME 2, PAGE 59 OF THE BRAZORIA COUNTY PLAT RECORDS IN THE IMLA KEEP SURVEY ABSTRACT 79 CITY OF SWEENEY BRAZORIA COUNTY, TEXAS

AUGUST 2023



BRAZORIA COUNTY TEXAS

IMLA KEEP LEAGUE ABSTRACT 79

STATE OF TEXAS COUNTY OF BRAZORIA

I, LINDSAY KOSKINIEMI, CITY MANAGER OF THE CITY OF SWEENEY, TEXAS, OWNER OF LOTS 19 THROUGH 26, BLOCK 39 OF THE SWEENEY TOWNSITE, AS RECORDED IN VOLUME 2, PAGE 59, OF THE BRAZORIA COUNTY PLAT RECORDS IN THE IMLA KEEP LEAGUE, ABSTRACT 79, BRAZORIA COUNTY, TEXAS, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY, FOR AND ON BEHALF OF THE CITY OF SWEENEY, TEXAS, ACCORDING TO THE LOT LINES, BUILDING LINES AND EASEMENTS, AS SHOWN HEREON AND DO HEREBY DEDICATE TO THE PUBLIC FOR USE THE EASEMENTS SHOWN HEREON FOREVER, AND DO HEREBY BIND MYSELF, MY SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

WITNESS MY HAND IN THE CITY OF BRAZORIA COUNTY, TEXAS. THIS THE DAY OF 2023.

LINDSAY KOSKINIEMI CITY MANAGER CITY OF SWEENEY, TEXAS

NOTARY PUBLIC STATE OF TEXAS COUNTY OF BRAZORIA

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, LINDSAY KOSKINIEMI, CITY MANAGER OF SWEENEY, TEXAS, AND KNOWN TO ME TO BE THE PERSON WHO IS GIVEN AUTHORITY TO REPRESENT THE NAME SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS DAY OF 2023.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES 20

CITY OF SWEENEY, CITY OFFICIALS

THIS IS TO CERTIFY THAT THE MAYOR AND CITY COUNCIL OF THE CITY OF SWEENEY, TEXAS HAVE APPROVED THIS REPLAT OF LOTS 19 THROUGH 26, BLOCK 39, SWEENEY TOWNSITE, IN THE IMLA KEEP LEAGUE, ABSTRACT 79 IN THE CITY OF SWEENEY, TEXAS AS SHOWN HEREON THIS THE DAY OF 2023.

DUSTY HOPKINS, MAYOR

MARK MORGAN, JR., POSITION 1

REESE C. COOK, POSITION 2

BRIAN BROOKS, POSITION 3

JOHN RAMBO, POSITION 4 (MAYOR PRO-TEM)

TIM PETTIGREW, POSITION 5

KAYDI SMITH, CITY SECRETARY

R.C. STEVENSON, CITY ATTORNEY

STATE OF TEXAS COUNTY OF BRAZORIA

I, CHARLES D. WACHTSTETTER, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT OF THE REPLAT OF LOTS 19 THROUGH 26, BLOCK 39 OF THE SWEENEY TOWNSITE, OUT OF THE IMLA KEEP SURVEY, ABSTRACT 79, BRAZORIA COUNTY, TEXAS WAS PREPARED FROM AN ACTUAL SURVEY ON THE GROUND AND THAT THIS PLAT CORRECTLY REPRESENTS THAT SURVEY MADE BY ME.



PRELIMINARY

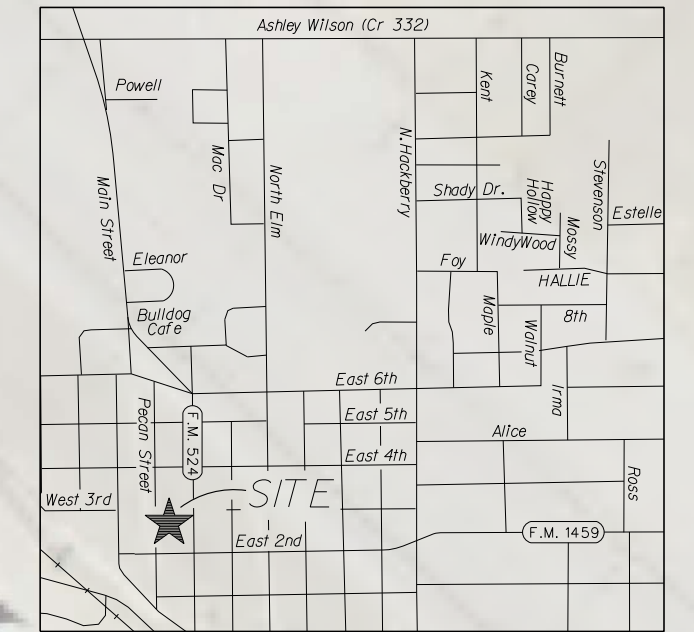
CHARLES D. WACHTSTETTER REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS REGISTRATION NUMBER 4547

NOTES:

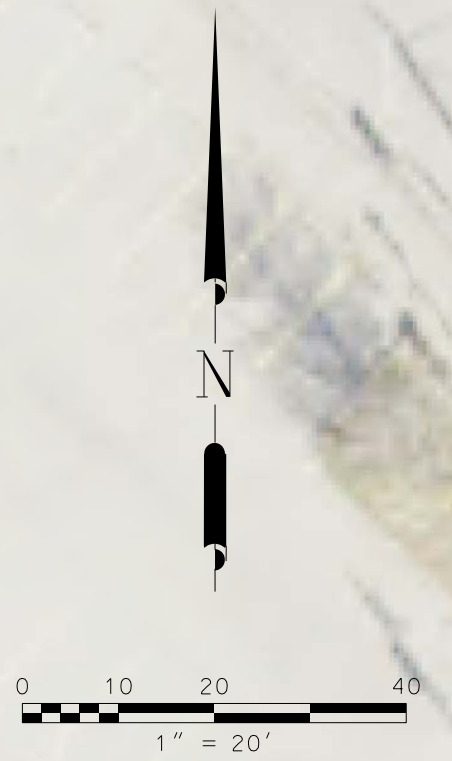
- 1. ALL COORDINATES AND BEARINGS ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83).
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OWNER: CITY OF SWEENEY 102 ASHLEY-WILSON ROAD SWEENEY, TX 77480

SURVEYOR: DOYLE & WACHTSTETTER, INC. 131 COMMERCE STREET CLUTE, TX 77531 (979) 265-3622



VICINITY MAP N. T.S.



REPLAT OF LOTS 19 THROUGH 26, BLOCK 39

OF THE SWEENEY TOWNSITE AS RECORDED IN VOLUME 2, PAGE 59 OF THE BRAZORIA COUNTY PLAT RECORDS IN THE IMLA KEEP SURVEY ABSTRACT 79 CITY OF SWEENEY BRAZORIA COUNTY, TEXAS

AUGUST 2023

Doyle & Wachtstetter, Inc. Surveying and Mapping GPS/GIS 131 COMMERCE STREET, CLUTE, TEXAS 77531 OFFICE: 979.265.3622 FAX: 979.265.9940 FIRM NO. 10024500



Sweeny Police Department

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



Item 21.

SWEENEY CRIME CONTROL AND PREVENTION DISTRICT PROPOSED FY23/24 BUDGET

Account Number	Description	Proposed FY23/24	Approved Y23/24
NUMBER	Budget	\$54,161.25	

SALARIES

Funds allocated will provide for an increase of two dollars (\$2.00) per hour in salary for all TCOLE certified Police Department employees. These funds allocated will help our officers financially and the Police Department be more competitive with other agencies as well as helping increase officer retention.

Account Number	Description	Proposed FY23/24	Approved FY23/24
NUMBER	Officer Salaries	\$34,944	
NUMBER	Chief Salary	\$5,000	
			\$39,944

- 8 Officers @ additional \$2.00 hr.= \$4,368

TECHNOLOGY

Funds will be used to upgrade and enhance technology within the department. This includes upgrades to Tyler Technologies RMS Software to include Evidence and Case Management functions. Funds will also be used to pay for current software licenses, updates, and other technical fees for programs utilized by the police department.

Account Number	Description	Proposed FY23/24	Approved FY23/24
NUMBER	Installation	\$12,000	

- \$4,000 recurring cost annually starting the following year after purchase.

(Anticipated) \$54,161.25- (Salaries)\$39,944=(Balance) \$14,217.25
 \$14,217.25-(Tyler Technology Evidence Software) \$12,000= (End Balance carry over)
 \$2,217.25

Total Proposed FY23/24 Budget- \$54,161.25
Total Proposed Expenditures- \$50,280
Carry over Balance- \$2,217.25



Sweeny Police Department

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



Item 21.

SWEENEY CRIME CONTROL AND PREVENTION DISTRICT PROPOSED TWO YEAR PLAN

Account Number	Description	Proposed FY23/24	Approved FY23/24	Approved FY24/25
NUMBER	Budget	\$54,161.25		
NUMBER	Budget	\$56,378.50		

SALARIES

Funds allocated will provide for an increase of two dollars (\$2.00) per hour in salary for all TCOLE certified Police Department employees. These funds allocated will help our officers financially and the Police Department be more competitive with other agencies as well as helping increase officer retention.

Account Number	Description	Proposed FY23/24	Proposed FY24/25
NUMBER	Officer Salaries	\$34,944	\$34,944
NUMBER	Chief Salary	\$5,000	\$5,000
			\$39,944

- Annually 8 Officers @ additional \$2.00 hr.= \$4,368. Established FY23/24

TECHNOLOGY

Funds will be used to upgrade and enhance technology within the department. This includes upgrades to Tyler Technologies RMS Software to include Evidence and Case Management functions. Funds will also be used to pay for current software licenses, updates, and other technical fees for programs utilized by the police department.

Account Number	Description	Proposed FY24/25	
NUMBER	Software Maintenance.	\$4,000	
NUMBER	Mobile RMS Client	\$6,845.	

(Anticipated) \$56,378.50- (Salaries)\$39,944=(Balance) \$16,434.50
 \$16,434.50-(Tyler Technology Evidence Software Annual Maintenance) \$4,000= \$12,343.50
 \$12,343.50- \$6,845 (Tyler Technology Mobile RMS Client) = \$5,589.50
Total Proposed FY23/24 Budget- \$56,378.50
Total Proposed Expenditures- \$50,789
Carry over Balance- \$5,589.50



CITY OF SWEENY

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



Item 22.

CRIME CONTROL AND PREVENTION DISTRICT BOARD MEMBER APPLICATION

Please complete and return application to the Office of the City Secretary at:

~~kds@cityof@sweenytx.gov~~

kdsmith@sweenytx.gov

MISSION STATEMENT

The role and mission of the Sweeny Crime Control and Prevention District (CCPD) is to promote and develop crime reduction programs, strategies and equipment that will result in an overall decrease of the fear of crime and increase in quality-of-life issues in the City of Sweeny.

Briefly describe why you want to serve on CCPD: As a local business owner I would like to be more involved in the safety and security of our town. I am a huge police supporter and I feel by being a part of this board is way to support and give back to the department and my city.

PERSONAL INFORMATION:

Hessong
LAST NAME

John
FIRST NAME

01/19/1976
DATE OF BIRTH

N/A
HOME PHONE

(361)935-7329
CELL PHONE

Mechanic
OCCUPATION

HIGHEST LEVEL OF EDUCATION

HOME ADDRESS
1004 Alice
Sweeny, Texas 77480

EMAIL ADDRESS
hessllc@gmail.com

ARE YOU A RESIDENT OF THE CITY OF SWEENY?

YES

NO

ARE YOU A REGISTEED VOTER?

YES

NO

LENGTH OF RESIDENCY

5 years 2 months

VOTER REGISTRATION NUMBER

Registered in Edna, Texas



CITY OF SWEENY



Item 22.

IF YOU ARE CURRENTLY SERVING ON A CITY BOARD, COMMISSION, OR OTHER CITY-AFFILIATED ENTITY, PLEASE PROVIDE NAME OF ORGANIZATION AND LENGTH OF SERVICE.

ORGANIZATION

LENGTH OF SERVICE

CONFLICT OF INTEREST:

1. Do you, your spouse or your employer have any financial interest, directly or indirectly, in matters that might come before the CCPD Board?

YES

NO

2. Do you, your spouse or your employer have any financial interest, directly or indirectly, in the sale to the City of any land, materials, supplies or service?

YES

NO

REFERENCES:

Please provide contact information for two (2) references:

1. NAME (FIRST, LAST): Molly Caudle

PHONE NUMBER: (979) 549-6907

HOW YOU KNOW EACH OTHER: Friends

2. NAME (FIRST, LAST): Shawn Rynolds

PHONE NUMBER: (979) 665-7817

HOW YOU KNOW EACH OTHER: Friends

John Hessong
SIGNATURE

7-18-23
DATE

By signing above, you certify that all information on this form is complete and represented accurately. The applicant further authorizes the City Council, or its designee, to perform a criminal history check as deemed necessary for appointment to a board and commission or for subsequent service. The applicant agrees to release and hold harmless the City from all claims incident to the verification of information contained herein. All information provided is considered public pursuant to the Texas Public Information Act.