



CITY COUNCIL MEETING REGULAR SESSION

Tuesday, February 21, 2023 at 6:00 PM

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

AGENDA

BE IT KNOWN that the City Council of the City of Sweeny will meet in **Regular Session** on **Tuesday, February 21, 2023 at 6:00 PM.** at City Hall, 102 W. Ashley Wilson Rd, Sweeny, Texas with the following agenda. Council is conducted under modified Roberts Rules of Order as approved by Resolution 102-16; July 19, 2016. In accordance with Chapter §551 of the Texas Government Code, if required, the Council may conduct an executive session on any of the agenda items provided the City Attorney is present.

CALL TO ORDER/ROLL CALL

PLEDGES & INVOCATION

CITIZENS WISHING TO ADDRESS CITY COUNCIL

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

PUBLIC HEARINGS AND ACTION ITEMS

CONSENT AGENDA

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

1. Minutes of the Regular Session- January 17, 2023
2. Minutes of the Special Session- January 31, 2023
3. Proclamation(s)

Womens History Month (March 2023)

Texas Independence Day (March 2nd, 2023)

National Vietnam Veterans Day (March 29th, 2023)

4. Presentation to City Council on the year-to-date budget-to-actual information for the first quarter of Fiscal Year 2022-2023 for the General Fund and Enterprise Fund and a list of associated vendor payments for Q1.

REGULAR AGENDA

5. Discuss/ Take Action on proposed Re-plat to combine properties located at 605 N Main Street to consolidate into one property.
6. Discuss/ Take Action on proposed replat for 604 E Sixth Street, re-configuring three (3) lots into two (2), with both lots now facing Sixth Street. Both proposed properties are within the R2B zone and adhere to the lot sizing requirements to include frontage and depth lengths. Property owner has previously received a variance to allow the mobile home to remain on site after the replat; see Council Minutes April 6, 2021.
7. Variance Request to Ordinance 151.07 to allow temporary occupancy of a recreational vehicle at the address of 1104 N Main due to construction purposes.
8. Lou Ella's Old Fashion BBQ Grant Incentive Obligation
9. Update from Parks and Recreation Board on playground equipment order and lighting upgrades.
10. Update on creation of comprehensive fixed asset schedule.
11. Discuss/Take Action on Joint Contract For Election Services
12. Discussion and possible action on renewal of a 20-year lease agreement between the City of Sweeny and Union Pacific Railroad for the use of 41,670 square feet of right-of-way to the south of Chick Anderson Park and spanning a portion of Pecan Street and possibly part of Peach Street.
13. Discussion and possible action on a request from Sweeny Beautification to establish a non-profit status under a 501c4, independent of the City of Sweeny.
14. Discussion and possible action to update scope of audit needed to meet requirements for an Alternative Compliance Examination Engagement for Recipients that Would Otherwise be Required to Undergo a Single Audit or Program-Specific Audit as a Result of Receiving Coronavirus State and Local Fiscal Recovery Funds.

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

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

15. Sweeny EDC applications for board vacancy

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.

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 **Month, Day, 20YY** was posted on the City Hall bulletin board on _____, 2023, at approximately _____.

(Kaydi Smith, City Secretary)

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

Kaydi Smith, City Secretary



CITY COUNCIL

Jeff Farley, Mayor
Mark Morgan Jr., Councilman, Position 1
Bill Hayes, Councilman, Position 2
Brian Brooks, Councilman, Position 3
John Rambo, Councilman, Position 4
Tim Pettigrew, Mayor Pro-Tem, Position 5

STAFF

Lindsay Koskiniemi, City Manager
Kaydi Smith, City Secretary
Charlie Stevenson, City Attorney

City Council Minutes

BE IT KNOWN that the City Council of the City of Sweeny met in **Regular Session** on **Tuesday, January 17, 2023 at 6:00 p.m.** at 102 W. Ashley Wilson Rd, Sweeny, Texas, Sweeny City Hall.

1. **Mayor Farley called the Regular Session on January 17, 2023 to order at 6 p.m.**

Council in attendance were Mark Morgan Jr., Bill Hayes, Brian Brooks, and John Rambo. Tim Pettigrew was absent. City Officials present were City Manager Lindsay Koskiniemi, Mayor Farley, City Attorney Charlie Stevenson, Police Chief Brad Caudle, City Secretary Kaydi Smith, Finance Director Karla Wilson, Public Works Director Ross Aguirre, and Fire Chief Roger Barton.

Visitors Present: Laurie Martinez with Beautification, Michelle Medina and Nina Christie with SEDC, Mr. Stark and Mr. Hammond with Stark Inc., Patrick Murphey, The Facts Representative, Tim Duckworth of Cunningham Playground Equipment, Leslie Smith of Brazoria County Library System, and Reese Cook.

2. **Pledges & Invocation**

The Pledges were led by Roger Barton and Invocation given by Bill Hayes.

Visitor Comments

No Visitor Comments.

3. **Consent Agenda**

A. *Discussion and possible action on review of 1st quarter budget to actuals in the General and Enterprise Fund for 2023.*

City Manager stated the review is for the General Fund only, the 1st quarter of FY 22/23, budget to actuals.

Discussion Only; No Action Taken.

4. **Regular Agenda**

Discussion and possible action on a request from Sweeny Beautification to allow the presence of alcohol for a Mardi Gras event on City property on Saturday, February 18, 2023 from 10a to 10p.

Laurie Martinez addressed Council on behalf of Beautification stating they are wishing to have the Mardi Gras Gumbo and Crawfish Cookoff at the Backyard Park. This will include vendors in the park and the cookoff at the pad behind City Hall. Alcohol will only be at the cookoff area, which would be roped off. Council stated to move item #7 up, to be included in item #4. Brian Brooks made the motion to move up item #7 to item #4.

Brian Brooks made the motion to allow the presence of alcohol for the Mardi Gras event to be held on City property on Saturday 18, 2023 from 10a to 10p. Bill Hayes seconded. All in favor. Motion Carried.



5. *Discussion and possible action on request from property owner at 1505 and 1509 Azalea for the City of Sweeny to provide an additional sewer tap at property owners request to service an accessory structure at City's expense.*

City Manager addressed Council stating the city did receive bids to complete the sewer tap installation and the costs started at a minimum of four thousand dollars to have the tap installed by contractors. City personnel are not able to complete installation due to depth of the sewer line. The property owner was originally told by the city that the city could complete and was charged the normal tap fee of \$400.00. Upon installation, the sewer line was found to be too deep. Mr. Murphey, property owner, stated it was the city's mistake and he did not feel obligated to pay. John Rambo made the motion to approve the separate sewer tap, the city to eat the cost of installation, and for the city to do their due diligence going forward. Brian Brooks seconded. All in favor. Motion carried.

6. *Discussion and possible action on a request from Sweeny Beautification to use a city park for Mardi Gras Cook-off event with an alternate location in the event of inclement weather.*

Laurie Martinez stated Beautification is requesting permission to move the Mardi Gras Cook-off and vendors to the Chick Anderson Park in the event of bad weather.

Brian Brooks made the motion to allow the Sweeny Beautification to use the Chick Anderson Park for the Mardi Gras Cook-off event, as an alternative location, in the event of inclement weather. Mark Morgan Jr. seconded. All in favor. Motion carried.

7. *Discussion and possible action on a request from Sweeny Beautification for a variance to the City's Code of Ordinances to allow presence of alcohol for a Mardi Gras event on City property on Sat, Feb 28, 2023 from 10a to 10p.*

Moved to Item # 4.

8. *Presentation, discussion, and possible action on an update on the Water Infrastructure Improvement Project from Contractor, Texas Pride.*

Texas Pride was not in attendance. Main Street phase has been permitted and scheduled to start 02/17/2023. Roger Barton, Fire Chief, did request flow tests to all hydrants after project completion.

Discussion Only, No Action.

9. *Presentation, discussion, and possible action on updates from City departments to City Council for the first quarter of Fiscal Year 2022-2023 (Oct-Dec) City Manager, City Secretary, Public Works, Police Department, Volunteer Fire Dept., SEDC*

Discussion only. Department heads of the Fire Department, Public Works, EDC, City Manager, City Secretary, and Police Department gave their 1st quarter 22/23 reports to Council.

No Action.

10. *Presentation, discussion, and possible action on quarterly investment report for the first quarter of Fiscal Year 2022-2023 beginning Oct 1, 22- Dec 31,2022.*

The City is required by law to present the quarterly investment report to Council. City Manager stated the city has received \$34,017.32 in interest and the ARPA Funds, shown in the report, will reduce the city's nest egg considerably after project completions in the near future.

Discussion Only, No Action.

11. *Presentation, discussion, and possible action on selection of a turnkey playground equipment provider.*



City Manager stated there were two turnkey vendors that submitted vastly different bids for the MLK and Backyard Park playground equipment. Tim Duckwork with Game Time/Cunningham Playground Equipment showed a presentation to include pictures of the options created with pricing. The other vendor, Playwell Group, was not in attendance, but did submit their options with pictures and pricing electronically.

Brian Brooks made the motion to use Game Time as our turnkey playground provider and to get with the Parks and Recreation Board to design each playground proposal.

John Rambo seconded. All in favor. Motion carried.

12. Discuss and act on a resolution naming City Hall as the Emergency Operations Center during declared emergencies.

City Manager stated the current facility for the Emergency Operations Center is not financially feasible to remodel and/or salvage. She is wanting to move the EOC to City Hall. Mayor Farley stated he did reach out to Devin Lemon the Emergency Management Coordinator. Lemon stated the Community Center should be listed as the EOC due to traffic and extra parking.

Brian Brooks made the motion to use the Community Center as the primary Emergency Operations Center and City Hall as the secondary location. Bill Hayes seconded. All in favor. Motion carried.

13. Discussion and possible action on declaring specified equipment as salvage for the purpose of re-selling to fund other needed equipment items or fund the new Equipment Replacement Fund.

City Manager is requesting permission to sell the list of equipment given to council as salvage and place the amounts received towards an Equipment Replacement Fund or towards the sewer jetter repair. Discussion was made regarding the equipment listed, trade in values, and options of bidding out.

Mark Morgan Jr. made the motion to declare the list of items presented as salvage, with the exception of the 2002 Backhoe, and allow city staff to sell items. Bill Hayes seconded. All in favor. Motion carried.

14. Discussion and possible action on selection of SEDC officer seats for 2022/2023.

Officers presented for the 2023/ 2023 Sweeny Economic Development Corporation are Nina Christie- President, Kay Roe- Vice President, Bill Hayes- Treasurer, Jenny Massey- Secretary.

John Rambo made the motion to approve the selection of SEDC officers for 2022/2023 as presented. Mark Morgan Jr. seconded. Mark Morgan Jr., Brian Brooks, and John Rambo were in favor. Bill Hayes abstained. Motion carried.

15. Discussion and possible action on a performance agreement between the SEDC and Stark Enterprises and a resolution approving the performance agreement.

SEDC answered questions concerning Mr. Starks performance agreement. Once the roadway is placed at Industrial Park, this agreement will need amending to include the correct acreage, address, etc. and will have to be brought back before Council at a later date. Per City Council they do not want Strand Engineering to review the roadway plans as it will hold up progress for Stark and other entities to open at Industrial Park.

John Rambo made the motion to accept the Performance Agreement between SECD and Stark Enterprises and to adopt the Resolution approving the Performance Agreement. Mark Morgan seconded. Brian Brooks questioned if Mr. Stark approves of the Performance Agreement with



the information stated. Mr. Stark responded yes, he approves and feels it will work out well. He also stated the company name is Stark Inc. Mark Morgan Jr., Brian Brooks, and John Rambo approved. Bill Hayes abstained. Motion carried.

16. *Discuss and act as needed on adopting Ordinance to Order a Special Election for the Ballot Proposition on May 6th, 2023.*

Bill Hayes made the motion to adopt the Ordinance to Order a Special Election for the Ballot Proposition on May 6th, 2023. Mark Morgan Jr. seconded. All in favor. Motion carried.

17. *Discuss and act as needed on adopting Ordinance to Order the General Election to be held May 6th, 2023 for Mayor and Council Positions 2 & 4, all for a term of two years.*

Mark Morgan Jr. made the motion to adopt the Ordinance to Order the General Election to be held May 6th, 2023 for Mayor and Council Positions 2 & 4, all for a term of two years. John Rambo seconded. All in favor. Motion carried.

18. *Discussion and possible action on a proposed interlocal agreement with Brazoria County for the provision of materials and labor for the replacement of a collapsed culvert on Ashley Wilson Rd.*
Discussion was held on replacement of the collapsed culvert on Ashley Wilson Road at the Stevenson Slough.

Brian Brooks made the motion to enter into the interlocal agreement with Brazoria County for the City to pay a lower cost for materials used to replace a collapsed culvert with RCP material culvert. John Rambo seconded. All in favor. Motion carried.

19. *Discussion and possible action on a proposed interlocal agreement for the provision of engineering service for drainage improvements along Stevenson Slough in partnership with the West Brazoria County Drainage District.*

Mark Morgan Jr. made the motion to enter into an interlocal agreement for the provision of engineering services for drainage improvements along Stevenson Slough in partnership with the West Brazoria County Drainage District #11 at no cost to the city. John Rambo seconded. All in favor. Motion carried.

20. *Discussion and act on a resolution to support submitting a preliminary application for consideration of a Community Block Development Grant- Mitigation for funding to support a project to provide approx. 5,000 linear feet of 6" waterline and an additional 8 fire hydrants in an underserved area of the city.*

City Manager discussed the need for additional hydrants and supporting water lines within six to eight blocks on the south west portion of town. She believes this could be funded by the CBDG MIT grant and has applied for funding. In order for the grant to be considered, there would need to be a resolution showing support of the project by the governing body.

John Rambo made the motion to adopt the resolution to support the City's application for consideration of CBDG funding to support this project. Mark Morgan Jr. seconded. All in favor. Motion carried.



21. Discussion and possible action on adopting a resolution in support of the City's application to a call for projects for grant funding through Texas Dept of Transportation- Transportation Alternatives for an Americans with Disabilities Act transition plan.

City Manager stated this grant was previously applied for by The City of Sweeny several years ago. However, this time around would include engineering and construction within the grant, which was not included in the previous grant. Resolution would be required showing support from the governing body.

John Rambo made the motion to adopt a resolution in support of the City's application to a call for projects for grant funding thru Texas Department of Transportation Alternatives for an Americans with Disabilities Act transition plan. Brian Brooks seconded. All in favor. Motion carried.

22. Discussion and possible action on adopting a resolution in support of the City's application for a transportation alternative grant through TxDot for the installation of a sidewalk along Hackberry Street.

City Manager is asking for the councils support for the resolution to accompany the application for the grant.

John Rambo made the motion to approve the adoption of a resolution in support of the City's application for a transportation alternative grant through TxDot, for the installation of a sidewalk along Hackberry Street. Bill Hayes seconded. Mr. Rambo stated he lives near this area and there are a lot of kids that walk down Hackberry. He is for the safety of all individuals walking throughout the city. All in favor. Motion carried.

23. Discussion and possible action on biennial interlocal agreement for road repair between the City of Sweeny and Brazoria County.

The cost estimate came back for \$149,422.00 for the road repair/asphalt overlay for approximately 1900 linear feet of West Sixth Street and approximately 2400 linear feet of North Martin Luther King Street. At this time, the city does not have the funding to complete the proposed project. City Manager advised to wait until we have our CIP session and determine our outline for capital projects.

Mark Morgan Jr. made the motion to Table the item until the Capital Improvement Projects/Strategic Planning Session. Bill Hayes seconded. Mr. Rambo stated he will have to take back the information given on the previous vote for improving city streets. Mark Morgan Jr. and Bill Hayes were in favor of the motion to table. Brian Brooks and John Rambo opposed. Mayor Farley made the deciding vote and favored the motion. Motion carried to table the item.

24. Discussion and possible action on item table from City Council meeting held 12/12/22- discussion and possible action on a request to restrict City Council members from appointment to other boards and commissions while serving as an elected member of Council, as requested by Tim Pettigrew.

Pettigrew was not in attendance, therefore, city manager requested to table until all members were present.

Mark Morgan Jr. made the motion to table the item until Tim Pettigrew is in attendance. John Rambo seconded. All in favor. Motion carried.



ITEMS OF COMMUNITY INTEREST

Bill Hayes asked for continued prayers for the Pettigrew family. Also thanked those who sent well wishes to him on his recent hospital stay.

Mayor Farley stated we may need a special meeting and resolution to complete the process for the Beautification Mardi Gras Parade. City Manager stated she is helping Beautification on the parade paperwork. Texas Pride will not be working on Main Street at the time of the February parade.

City Secretary stated election packets are out and available for pickup. Tomorrow, January 18th, is the first day to file.

City Manager stated she will be out for training in April and may need to move the regularly scheduled City Council meeting on April 18, 2023. She will bring this to the March Council Meeting.

Adjourned Regular Session at 8:24 p.m.

Approved this _____ day of _____, 2023.

Kaydi Smith, City Secretary

CITY COUNCIL MEETING SPECIAL SESSION

Item 2.

Tuesday, January 31, 2023 at 5:30 PM

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

MINUTES

BE IT KNOWN that the City Council of the City of Sweeny did meet in **Special Session on Tuesday, January 31, 2023 at 5:30 PM.** at City Hall, 102 W. Ashley Wilson Rd, Sweeny, Texas with the following agenda.

CALL TO ORDER/ROLL CALL

Special Session was called to order at 5:45 p.m. by Mayor Farley.

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

City Officials present were City Manager Lindsay Koskiniemi, Mayor Farley, City Attorney Charlie Stevenson, and City Secretary Kaydi Smith.

PLEDGES & INVOCATION

Pledges were led by Brian Brooks and the Invocation was given by Charlie Stevenson.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

No Visitor Comments

CONSENT AGENDA

1. *Discussion and possible action on review and approval of the meeting minutes for the City Council meeting held on December 12, 2022.*
Mark Morgan Jr. made the motion to approve the minutes from the City Council meeting held on December 12, 2022. John Rambo seconded. All in favor. Motion carried.

REGULAR AGENDA

2. *Discussion and possible action on approval of a resolution in support of a Beautification Committee-sponsored Mardi Gras parade to be held along FM 524 more commonly known as Main Street on February 18, 2023.*
Attorney Stevenson stated the times will need to be stated and written in on the Resolution if approved.
Brian Brooks made the motion to approve the resolution in support of the Beautification Committee-sponsored Mardi Gras Parade, to be held along FM 524/Main Street on February 18, 2023. Seconded by Mark Morgan Jr. All in favor. Motion carried.
3. *Discussion and possible action on approval of an agreement with Texas Department of Transportation (TxDOT) concerning the closure of FM 524 better known as Main Street, a TxDOT right-of-way for a parade.*
Mark Morgan Jr. made the motion to approve the agreement with Texas Department of Transportation (TxDot) for the closure of FM 524/Main Street for the Mardi Gras parade. John Rambo seconded. All in favor. Motion carried.
4. *Discussion and possible action on updates from Administration concerning risk management and current liability insurance coverage.*

City Manager stated Beautification would need to have all vendors, cookoff teams, parade attendants, etc. involved and/or on city property to fill out an Indemnity/Hold Harmless agreement to satisfy the City and the City's Insurance Company (TML).
Discussion Only, No Action

ITEMS OF COMMUNITY INTEREST

No Items of Community Interest stated.

ADJOURNED REGULAR SESSION at 5:49 p.m.

Passed and approved the ____ day of _____, 2023.

Kaydi Smith, City Secretary



**CITY OF SWEENEY
OFFICE OF THE MAYOR**

Through the pen and the sword, Texans fought for independence from a government in Mexico that denied its citizens freedom and justice. While delegates gathered at Washington-on-the-Brazos on March 2, 1836, to sign the Texas Declaration of Independence, brave defenders continued fighting, many making the ultimate sacrifice and securing independence at the Battle of San Jacinto.

As those delegates declared 185 years ago, when a government ceases to protect the lives, liberty, and property of the people from whom its power is derived, that government becomes an instrument of oppression and must be abolished.

In the fall of 1835 at Gonzales, Texans of all backgrounds banded together to fight for the cause of liberty. Throughout the revolution, many heroic Texans were lost, most notably at the Alamo and Presidio La Bahia in Goliad, but their sacrifices were not in vain and served as a rallying cry for the Texian forces under General Sam Houston. Texas forces defeated Santa Anna at the Battle of San Jacinto on April 21, 1836, declaring victory and securing freedom for the Republic of Texas.

The vision of freedom set down by our founders in the Texas Declaration of Independence lives on in the Texas spirit today. As we continue building Texas, we must always remember how the sacrifices of past generations build the future for the next.

Therefore, I, Jeff Farley, Mayor of Sweeny Texas, do hereby proclaim March 2nd, 2023, to be

Texas Independence Day

in Sweeny and urge the appropriate recognition whereof.

In official recognition whereof, I hereby affix my signature this the 21st day of February 2023.

Mayor Jeff Farley



**CITY OF SWEENY
OFFICE OF THE MAYOR**

Behind every great man, is a great woman. A homage to the mothers, wives, daughters and sisters that help us strive to better each and every day.

The American spirit of grit and ingenuity is renowned throughout the world. From the founding of this great nation to the present, Americans continuously seek to create new inventions and reach new heights. Texas women have strongly contributed to this legacy.

Texas is home to many women who have shaped the legacy of our great state. And as such, our town of Sweeny has seen many great women grace our City and their efforts to build and continue a legacy of Pride in our great City.

From Sweeny's first female City Administrator, Exa Mae Keller, to our first female Mayor Vivian Brooks. These ladies helped pave the way for others to be involved in our town and lead and leave a legacy that we can be proud of for years to come.

At this time, I encourage my fellow citizens to join me in honoring the women of the Lone Star State by supporting their work and recognizing their accomplishments.

Therefore, I, Jeff Farley, Mayor of Sweeny Texas, do hereby proclaim March 2023, to be

Women's History Month

in Sweeny and urge the appropriate recognition whereof.

In official recognition whereof, I hereby affix my signature this the 21st day of February 2023.

Mayor Jeff Farley



**CITY OF SWEENY
OFFICE OF THE MAYOR**

On March 29, 2012, President Barack Obama proclaimed this day as Vietnam Veterans Day to commemorate the 50-year anniversary of the Vietnam War. On March 28, 2017, President Donald Trump signed the Vietnam War Veterans Recognition Act of 2017 which officially recognizes March 29 as National Vietnam War Veterans Day.

Texas has always been willing to answer the call of Armed Forces to fight for the freedoms that our country stands for; the Vietnam War was no exception. In a time of social and political unrest, the members of our armed forces took on the task and gave themselves to the duty at hand. For this, we owe Vietnam veterans the utmost respect and should recognize the courage of our service members.

Many residents of our great city served during Vietnam and there were some that paid the ultimate price. Marine Lance Corporal Rockne Lamar Hardwick and Marine Private First-Class Frank Levi Swinford, III are memorialized for their sacrifice at the Vietnam Veterans Memorial in Washington, D.C.

At this time, I encourage my fellow citizens to learn more about the sacrifices and struggles of our Vietnam veterans and honor what they have done for us.

Therefore, I, Jeff Farley, Mayor of Sweeny Texas, do hereby proclaim March 29th, 2023, to be

National Vietnam War Veterans Day

in Sweeny and urge the appropriate recognition whereof.

In official recognition whereof, I hereby affix my signature this the 21st day of February 2023.

Mayor Jeff Farley



AGENDA MEMO

Business of the City Council City of Sweeny, Texas

Meeting Date	02.21.2023	Agenda Item	
Approved by City Manager	YES	Presenter(s)	Lindsay Koskiniemi, City Manager Karla Wilson, Finance Director
Reviewed by City Attorney	No	Department	Finance
Subject	Presentation to City Council on the year-to-date budget-to-actual information for the first quarter of Fiscal Year 2022-2023 for the General Fund and Enterprise Fund and a list of associated vendor payments for Q1.		
Attachments	<ul style="list-style-type: none"> - General Fund Q1 budget-to-actual financial report - Enterprise Fund Q1 budget-to-actual financial report - General Fund vendor payments Q1 - Enterprise Fund vendor payments Q1 		
Financial Information	Expenditure Required:		N/A
	Amount Budgeted:		N/A
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

Budget-to-actual information is provided for General Fund and Enterprise Fund for the first quarter of Fiscal Year 2022-2023. No adjustments have been made, however, staff recognizes that entries are needed to correct accounts where items may have been improperly coded.

Vendor payments for General and Enterprise Funds are provided for the first quarter of Fiscal Year 2022-2023.

Recommended Action

No recommended action.

1SWEENEY - GENERAL FUND
YEAR TO DATE BUDGET TO ACTUAL
FOR THE THREE MONTHS ENDING DECEMBER 31, 2022

G/L ACCOUNT	ACCOUNT	YTD	APPROVED FY23 BUDGET	REMAINING	PERCENT TO BUDGET
REVENUES					
40-00-5110	AD VALOREM TAXES	\$ 686,951.17	\$ 1,300,388.22	(613,437.05)	0.53
40-00-5111	PENALTY & INTEREST- TAXES	2,975.84	26,000.00	(23,024.16)	0.11
40-00-5121	FRANCHISE TAX - TX NEW MEXICO	20,490.91	63,000.00	(42,509.09)	0.33
40-00-5123	FRANCHISE TAX - WINDSTREAM	1,485.02	9,600.00	(8,114.98)	0.15
40-00-5124	FRANCHISE TAX - CABLE	2,441.50	5,000.00	(2,558.50)	0.49
40-00-5130	CITY SALES TAX	171,050.53	650,000.00	(478,949.47)	0.26
40-00-5135	WM- BILLING GB HANDLING FEE	7,356.48	25,700.00	(18,343.52)	0.29
40-00-5220	BUILDING PERMITS	20,441.42	7,500.00	12,941.42	2.73
40-00-5230	PLUMBING & GAS PERMITS	692.50	5,675.00	(4,982.50)	0.12
40-00-5240	ELECTRICAL PERMITS	351.50	5,500.00	(5,148.50)	0.06
40-00-5241	CONTRACTORS REGISTRATION	200.00	1,000.00	(800.00)	0.20
40-00-5243	ROW USER PERMITS	0.00	2,400.00	(2,400.00)	0.00
40-00-5260	FIRE MARSHAL INSPECTIONS	50.00	800.00	(750.00)	0.06
40-00-5411	GARBAGE RESIDENTIAL/COMMERCIAL	67,659.31	390,000.00	(322,340.69)	0.17
40-00-5412	GARBAGE BAG SALES	1,671.85	7,500.00	(5,828.15)	0.22
40-00-5413	GARBAGE BAG TAX	(15.84)	0.00	(15.84)	#DIV/0!
40-00-5415	RESID & COMM GARBAGE TAX	(2,394.88)	0.00	(2,394.88)	#DIV/0!
40-00-5420	DOG POUND FEES	40.00	600.00	(560.00)	0.07
40-00-5511	FINES	9,126.73	31,700.00	(22,573.27)	0.29
40-00-5512	STATE FEES (10%)	6,161.16	15,000.00	(8,838.84)	0.41
40-00-5513	MISCELLANEOUS	2,429.42	5,400.00	(2,970.58)	0.45
40-00-5514	SCHOOL	687.52	0.00	687.52	#DIV/0!
40-00-5516	TIME PAYMENT	390.15	1,885.00	(1,494.85)	0.21
40-00-5517	MUNICIPAL COURT TECHNOLOGY	399.62	0.00	399.62	#DIV/0!
40-00-5518	MUNICIPAL CT SECURITY BLDG FND	478.31	0.00	478.31	#DIV/0!
40-00-5519	TERTIARY STATE TAX FUND	62.50	0.00	62.50	#DIV/0!
40-00-5520	COLLECTION AGENCY FEE	0.00	0.00	0.00	#DIV/0!
40-00-5521	TCS	3,654.93	0.00	3,654.93	#DIV/0!
40-00-5523	LOCAL MUNICIPAL JURY FUND	9.42	0.00	9.42	#DIV/0!
40-00-5600	INTEREST INCOME	0.00	0.00	0.00	#DIV/0!
40-00-5610	INTEREST - CD'S	8.15	1,000.00	(991.85)	0.01
40-00-5623	RENT - COMMUNITY CENTER	1,225.00	9,600.00	(8,375.00)	0.13
40-00-5624	DAMAGE DEPOSIT - COMM CENTER	650.00	0.00	650.00	#DIV/0!

G/L ACCOUNT	ACCOUNT	YTD	APPROVED FY23 BUDGET	REMAINING	PERCENT TO BUDGET
40-00-5630	RETURN CHECK FEE	0.00	300.00	(300.00)	0.00
40-00-5631	RENT - CHAMBER OF COMMERCE	225.00	900.00	(675.00)	0.25
40-00-5632	RENT - BRAZORIA CNTY TAX OFFIC	252.26	1,500.00	(1,247.74)	0.17
40-00-5633	RENT - SWEENEY EDC	225.00	900.00	(675.00)	0.25
40-00-5645	PLAN REVIEW FEES	2,532.80	0.00	2,532.80	#DIV/0!
40-00-5650	MISCELLANEOUS REVENUE	455.89	15,000.00	(14,544.11)	0.03
40-00-5661	SIDEWALK - GARBAGE FEE	2,925.00	0.00	2,925.00	#DIV/0!
40-00-5683	SALE OF ASSETS	500.00	0.00	500.00	#DIV/0!
40-00-5690	FIRE DEPT DONATIONS	1,910.00	0.00	1,910.00	#DIV/0!
40-00-5815	WATER SOFTENER	0.00	0.00	0.00	#DIV/0!
40-00-6006	P66 GRANT	0.00	0.00	0.00	#DIV/0!
40-50-5302	POLICE - 2013 VEH FM SAN MARCO	10,000.00	0.00	10,000.00	#DIV/0!
TOTAL REVENUES		1,025,756.17	2,583,848.22	(1,558,092.05)	0.40
EXPENSES					
50-11-6928	TRANSFER TO CAPITAL PROJECTS	67,675.31	0.00	67,675.31	#DIV/0!
50-20-6111	WAGES - ADMINISTRATION	18,728.12	82,310.06	(63,581.94)	0.23
50-20-6114	WAGES - CITY CLERK	19,309.24	66,713.15	(47,403.91)	0.29
50-20-6141	FICA	7,760.85	23,075.25	(15,314.40)	0.34
50-20-6142	GROUP HEALTH & DENTAL INS	12,984.03	74,364.81	(61,380.78)	0.17
50-20-6143	WORKERS COMPENSATION	796.30	6,140.04	(5,343.74)	0.13
50-20-6144	RETIREMENT	15,895.42	46,776.39	(30,880.97)	0.34
50-20-6145	UNEMPLOYMENT	12.28	1,345.50	(1,333.22)	0.01
50-20-6146	LONGEVITY PAY	6,074.96	6,285.00	(210.04)	0.97
50-20-6147	EMPLOYEE SPECIAL RECOGNITION	188.27	0.00	188.27	#DIV/0!
50-20-6270	SALES TAX ALLOCATION TO SEDC	57,116.85	0.00	57,116.85	#DIV/0!
50-20-6271	ELECTRICITY	1,059.63	5,500.00	(4,440.37)	0.19
50-20-6272	TELEPHONE	4,332.32	14,200.00	(9,867.68)	0.31
50-20-6273	XEROX MAINTENANCE AGREEMENT	1,221.92	4,200.00	(2,978.08)	0.29
50-20-6275	ENGINEER	3,143.75	5,000.00	(1,856.25)	0.63
50-20-6276	INTERNET/CABLE	593.24	2,100.00	(1,506.76)	0.28
50-20-6277	COMPUTER IT / BACKUP	8,782.99	10,000.00	(1,217.01)	0.88
50-20-6279	PLUMBING INSPECT	1,750.00	4,000.00	(2,250.00)	0.44
50-20-6280	KEESE & ASSOC. / ARCHITECTS	1,250.00	900.00	350.00	1.39
50-20-6281	CONSULTANT FEES	5,928.73	0.00	5,928.73	#DIV/0!
50-20-6311	OFFICE SUPPLIES	2,891.75	4,500.00	(1,608.25)	0.64
50-20-6312	POSTAGE	317.38	1,350.00	(1,032.62)	0.24
50-20-6360	BRAZORIA CTY -TAX COLL/ LEINS	0.00	1,700.00	(1,700.00)	0.00

G/L ACCOUNT	ACCOUNT	YTD	APPROVED FY23 BUDGET	REMAINING	PERCENT TO BUDGET
50-20-6600	SIDEWALK CAPITAL OUTLAY	0.00	0.00	0.00	#DIV/0!
50-20-6601	COMM. CENTER / CAPITAL OUTLAY	0.00	0.00	0.00	#DIV/0!
50-20-6605	REFUND/DAMAGE DEPOSIT - CCENTE	1,000.00	0.00	1,000.00	#DIV/0!
50-20-6700	EMPLOYEE RECOGNITION	264.49	2,750.00	(2,485.51)	0.10
50-20-6714	CITY HALL MAINTENANCE	1,532.57	5,000.00	(3,467.43)	0.31
50-20-6715	PUBLIC WORKS GPS	197.55	0.00	197.55	#DIV/0!
50-20-6716	CONNECT CTY	784.70	1,569.40	(784.70)	0.50
50-20-6717	AMERICAN LEGAL PUBLISHING	1,893.72	2,000.00	(106.28)	0.95
50-20-6718	FIRE EXTINGUISHER AUDIT	0.00	1,300.00	(1,300.00)	0.00
50-20-6719	AQUA BEVERAGE	0.00	0.00	0.00	#DIV/0!
50-20-6725	DUES & MEMBERSHIP FEES	899.59	4,000.00	(3,100.41)	0.22
50-20-6730	VEHICLE EXPENSE	0.00	1,500.00	(1,500.00)	0.00
50-20-6740	ELECTION EXPENSE	0.00	6,000.00	(6,000.00)	0.00
50-20-6750	PUBLIC NOTICE/PRINTING	1,128.36	2,500.00	(1,371.64)	0.45
50-20-6770	INSURANCE-LIAB, PROP, WK COMP	4,685.25	67,000.00	(62,314.75)	0.07
50-20-6800	CITY MANAGER VEHICLE STIPEND	0.00	2,400.00	(2,400.00)	0.00
50-20-6801	CITY MANAGER CELL PHON STIPEND	0.00	360.00	(360.00)	0.00
50-20-6810	MAYOR & COUNCIL	928.96	2,500.00	(1,571.04)	0.37
50-20-6820	AUDITOR	0.00	15,000.00	(15,000.00)	0.00
50-20-6830	ATTORNEY RETAINER	4,673.64	18,694.50	(14,020.86)	0.25
50-20-6850	BRAZ CTY TAX APPRAISAL BOARD	4,199.25	6,900.00	(2,700.75)	0.61
50-20-6890	MISCELLANEOUS	1,252.48	1,000.00	252.48	1.25
50-20-6891	EQUIPMENT PURCHASES	0.00	2,500.00	(2,500.00)	0.00
50-20-6892	HOLIDAY AND EVENT PLAN/DECOR	824.97	2,500.00	(1,675.03)	0.33
50-20-6895	DRUG TESTING	356.00	1,500.00	(1,144.00)	0.24
50-20-6896	TRAINING	1,249.71	6,000.00	(4,750.29)	0.21
50-20-6897	MYGOV SOFTWARE	4,080.00	22,270.00	(18,190.00)	0.18
50-20-6898	RECORDS RETENTION	1,964.00	900.00	1,064.00	2.18
50-20-6899	COMPUTER UPDATE	0.00	250.00	(250.00)	0.00
50-20-6900	TRANSFER TO RESERVE AND RESTRI	0.00	0.00	0.00	#DIV/0!
50-20-7000	CAP OUTLAY / MISC REVENUE	0.00	0.00	0.00	#DIV/0!
50-21-6113	STREETS - WAGES	14,934.08	32,930.04	(17,995.96)	0.45
50-21-6125	STREETS - OVERTIME	0.00	1,646.50	(1,646.50)	0.00
50-21-6271	STREETS - ELECTRICITY	13,187.76	47,500.00	(34,312.24)	0.28
50-21-6411	STREETS - LIMESTONE	391.78	6,000.00	(5,608.22)	0.07
50-21-6412	STREETS - PRE MIX ASPHALT	3,312.60	15,500.00	(12,187.40)	0.21
50-21-6413	STREETS - SIGNS & POSTS	0.00	2,500.00	(2,500.00)	0.00
50-21-6414	STREETS - STREET WORK	3,374.79	16,000.00	(12,625.21)	0.21
50-21-6417	STREETS - FLAGS	0.00	700.00	(700.00)	0.00

G/L ACCOUNT	ACCOUNT	YTD	APPROVED FY23 BUDGET	REMAINING	PERCENT TO BUDGET
50-21-6418	STREETS - TREE TRIMMING	0.00	500.00	(500.00)	0.00
50-21-6711	STREETS - GASOLINE, DIESEL	1,188.97	9,200.00	(8,011.03)	0.13
50-21-6730	STREETS - VEHICLE EXPENSE	0.00	1,800.00	(1,800.00)	0.00
50-21-6890	STREETS - MISCELLANEOUS	0.00	1,000.00	(1,000.00)	0.00
50-22-6113	DRAINAGE - WAGES	8,987.81	20,131.23	(11,143.42)	0.45
50-22-6125	DRAINAGE - OVERTIME	0.00	2,013.12	(2,013.12)	0.00
50-22-6730	DRAINAGE - VEHICLE EXPENSE	0.00	500.00	(500.00)	0.00
50-22-6891	DRAINAGE PROJECT	61.32	0.00	61.32	#DIV/0!
50-23-6280	GARBAGE - GB & HEAVY TRASH	99,573.19	375,000.00	(275,426.81)	0.27
50-23-6431	GARBAGE - GARBAGE BAGS	1,624.00	4,500.00	(2,876.00)	0.36
50-24-6121	POLICE - CHIEF'S WAGES	20,311.21	70,953.26	(50,642.05)	0.29
50-24-6123	POLICE - OFFICER WAGES	125,404.66	379,705.31	(254,300.65)	0.33
50-24-6124	POLICE - SECRETARY WAGES	0.00	0.00	0.00	#DIV/0!
50-24-6125	POLICE - OVERTIME	6,996.62	31,316.47	(24,319.85)	0.22
50-24-6141	POLICE - FICA	12,129.64	37,332.39	(25,202.75)	0.32
50-24-6142	POLICE - GRP HEALTH INSURANCE	31,738.74	102,966.66	(71,227.92)	0.31
50-24-6143	POLICE - WORKERS COMPENSATION	3,855.27	19,538.20	(15,682.93)	0.20
50-24-6144	POLICE - RETIREMENT	24,956.95	75,677.38	(50,720.43)	0.33
50-24-6145	POLICE - UNEMPLOYMENT	0.00	1,863.00	(1,863.00)	0.00
50-24-6146	POLICE - LONGEVITY PAY	6,210.00	6,030.00	180.00	1.03
50-24-6147	POLICE - PROFESSIONAL LIAB INS	1,371.75	4,594.37	(3,222.62)	0.30
50-24-6271	POLICE - ELECTRICITY	1,758.61	4,200.00	(2,441.39)	0.42
50-24-6272	POLICE - TELEPHONE	4,392.54	12,000.00	(7,607.46)	0.37
50-24-6276	POLICE - INTERNET	1,096.09	2,400.00	(1,303.91)	0.46
50-24-6277	POLICE - COMPUTER IT	6,000.00	8,000.00	(2,000.00)	0.75
50-24-6311	POLICE - OFFICE SUPPLIES	604.45	3,000.00	(2,395.55)	0.20
50-24-6312	POLICE - POSTAGE	344.28	600.00	(255.72)	0.57
50-24-6321	POLICE - FIRING RANGE SUPPLIES	141.92	2,000.00	(1,858.08)	0.07
50-24-6322	POLICE - INVESTIGATIVE SUPPLY	50.68	1,700.00	(1,649.32)	0.03
50-24-6325	POLICE - EVIDENCE ROOM SUPPLY	2,500.12	2,700.00	(199.88)	0.93
50-24-6442	POLICE - TRAINING	2,373.37	3,700.00	(1,326.63)	0.64
50-24-6445	POLICE - RADIO REPAIRS	0.00	1,800.00	(1,800.00)	0.00
50-24-6450	POLICE - TICKET WRITERS	0.00	700.00	(700.00)	0.00
50-24-6614	POLICE - TASER FUND	0.00	5,664.00	(5,664.00)	0.00
50-24-6620	POLICE - COMPUTERS	0.00	2,500.00	(2,500.00)	0.00
50-24-6621	POLICE - VEHICLE PRINCIP	0.00	0.00	0.00	#DIV/0!
50-24-6622	POLICE - VEHICLE INTEREST	0.00	0.00	0.00	#DIV/0!
50-24-6711	POLICE - GASOLINE, DIESEL	2,195.42	15,000.00	(12,804.58)	0.15
50-24-6714	POLICE - OFFICE MAINTENANCE	3,954.69	10,000.00	(6,045.31)	0.40

G/L ACCOUNT	ACCOUNT	YTD	APPROVED FY23 BUDGET	REMAINING	PERCENT TO BUDGET
50-24-6725	POLICE - MEMBSHPS&PERIODICALS	2,950.11	6,000.00	(3,049.89)	0.49
50-24-6730	POLICE - VEHICLE EXPENSE	4,273.85	5,000.00	(726.15)	0.85
50-24-6750	POLICE - 2013 VEH FM SAN MARCO	10,000.00	0.00	10,000.00	#DIV/0!
50-24-6760	POLICE - UNIFORM EXPENSE	246.72	3,800.00	(3,553.28)	0.06
50-24-6777	POLICE - COPIER MACHINE LEASE	445.59	1,800.00	(1,354.41)	0.25
50-24-6860	CODE ENFORCEMENT COMPLIANCE	525.00	0.00	525.00	#DIV/0!
50-24-6865	POLICE - PUBLIC SERV PROGRAMS	189.37	800.00	(610.63)	0.24
50-24-6890	POLICE - MISCELLANEOUS	146.49	2,000.00	(1,853.51)	0.07
50-25-6143	FIRE - WORKERS COMPENSATION	301.23	1,000.00	(698.77)	0.30
50-25-6148	FIRE - STATE CONVENTION	0.00	2,000.00	(2,000.00)	0.00
50-25-6151	FIRE - TRAINING SCHOOLS	0.00	14,000.00	(14,000.00)	0.00
50-25-6152	FIRE - PENSION	0.00	9,000.00	(9,000.00)	0.00
50-25-6271	FIRE - ELECTRICITY	1,260.59	3,600.00	(2,339.41)	0.35
50-25-6272	FIRE - TELEPHONE	727.87	2,400.00	(1,672.13)	0.30
50-25-6273	FIRE - INTERNET	455.45	2,000.00	(1,544.55)	0.23
50-25-6311	FIRE - OFFICE SUPPLIES	0.00	1,000.00	(1,000.00)	0.00
50-25-6340	FIRE - BUILDING MAINTENANCE	0.00	6,700.00	(6,700.00)	0.00
50-25-6445	FIRE - RADIO/PAGER/REPR/REPLMT	0.00	2,000.00	(2,000.00)	0.00
50-25-6452	FIRE - MEMBER/PUBLIC EDUCATION	0.00	350.00	(350.00)	0.00
50-25-6453	FIRE - BUNKER GEAR/REPR REPLMT	0.00	5,000.00	(5,000.00)	0.00
50-25-6510	FIRE - PRINCIPAL 1ST NAT BANK	1,787.48	65.39	1,722.09	27.34
50-25-6511	FIRE - INTEREST 1ST NAT BANK	81.26	6,539.44	(6,458.18)	0.01
50-25-6611	FIRE - CAPT OUTLAY/ DONATIONS	0.00	812.96	(812.96)	0.00
50-25-6711	FIRE - GASOLINE, OIL, ETC.	0.00	7,500.00	(7,500.00)	0.00
50-25-6714	FIRE - OFFICE MAINTENANCE	0.00	500.00	(500.00)	0.00
50-25-6725	FIRE - DUES, MEMBRSHP, PERIODI	0.00	2,500.00	(2,500.00)	0.00
50-25-6730	FIRE - VEHICLE EXPENSE	0.00	5,000.00	(5,000.00)	0.00
50-25-6890	FIRE - MISCELLANEOUS	0.00	500.00	(500.00)	0.00
50-25-6892	FIRE - FIRE EQUIPMENT	0.00	2,000.00	(2,000.00)	0.00
50-25-6893	FIRE - INSTALLATION BANQUET	0.00	3,000.00	(3,000.00)	0.00
50-25-6895	FIRE - T-MOBILE	0.00	2,200.00	(2,200.00)	0.00
50-26-6131	COURT - JUDGE'S SALARY	2,325.00	9,300.00	(6,975.00)	0.25
50-26-6132	COURT- COURT CLERK SALARY	12,714.29	35,473.15	(22,758.86)	0.36
50-26-6141	COURT- FICA	981.83	2,722.88	(1,741.05)	0.36
50-26-6142	COURT- GRP HEALTH INSURANCE	2,885.34	11,440.74	(8,555.40)	0.25
50-26-6143	COURT - WORKERS COMP	0.00	145.93	(145.93)	0.00
50-26-6144	COURT- RETIREMENT	2,020.12	6,223.73	(4,203.61)	0.32
50-26-6145	COURT- UNEMPLOYEMENT	0.00	207.00	(207.00)	0.00
50-26-6146	COURT- LONGEVITY PAY	120.00	120.00	0.00	1.00

G/L ACCOUNT	ACCOUNT	YTD	APPROVED FY23 BUDGET	REMAINING	PERCENT TO BUDGET
50-26-6311	COURT - OFFICE SUPPLIES	0.00	250.00	(250.00)	0.00
50-26-6312	COURT - POSTAGE	60.00	100.00	(40.00)	0.60
50-26-6461	COURT - SEMINAR/JUDGE	200.00	250.00	(50.00)	0.80
50-26-6462	COURT - SEMINAR/CLERK	350.00	250.00	100.00	1.40
50-26-6463	COURT - JUROR FEES	0.00	200.00	(200.00)	0.00
50-26-6464	COURT - ATTORNEY RETAINER	1,237.50	4,950.00	(3,712.50)	0.25
50-26-6465	COURT - STATE TAX	9,657.99	0.00	9,657.99	#DIV/0!
50-26-6466	COURT - JAIL EXPENSE	0.00	1,000.00	(1,000.00)	0.00
50-26-6725	COURT - MEMBRSH & PERIODICALS	0.00	225.00	(225.00)	0.00
50-26-6730	COURT - VEHICLE EXPENSE	291.71	500.00	(208.29)	0.58
50-27-6271	LIBR/CC - ELECTRICITY	2,127.86	8,400.00	(6,272.14)	0.25
50-27-6272	LIBR/CC - TELEPHONE	1,441.81	4,500.00	(3,058.19)	0.32
50-27-6275	LIBR/CC - JANITORIAL SERVICE	2,075.00	5,100.00	(3,025.00)	0.41
50-27-6340	LIBR/CC - JANITORIAL SUPPLIES	13.64	500.00	(486.36)	0.03
50-27-6473	LIBR/CC - MCNAUGHTON BOOK PLAN	0.00	4,257.80	(4,257.80)	0.00
50-27-6840	LIBR/CC - COMM CENTER REPAIRS	652.47	1,200.00	(547.53)	0.54
50-27-6841	LIBR/CC - LIBRARY REPAIRS	0.00	500.00	(500.00)	0.00
50-27-6890	LIBR/CC - MISCELLANEOUS	0.00	750.00	(750.00)	0.00
50-28-6113	PARKS - WAGES	26,720.89	61,118.15	(34,397.26)	0.44
50-28-6125	PARKS - OVERTIME	1,053.43	6,111.82	(5,058.39)	0.17
50-28-6271	PARKS - ELECTRICITY	3,142.59	8,500.00	(5,357.41)	0.37
50-28-6311	PARKS - SUPPLIES	2,611.64	2,200.00	411.64	1.19
50-28-6423	PARKS - LAWN MOWER REPAIRS	0.00	0.00	0.00	#DIV/0!
50-28-6715	PARKS - EQUIPMENT PURCHASE	0.00	25,000.00	(25,000.00)	0.00
50-28-6717	PARKS - MAINTENANCE OF PARK EQ	0.00	4,200.00	(4,200.00)	0.00
50-28-6730	PARKS - VEHICLE EXPENSE	0.00	3,500.00	(3,500.00)	0.00
50-28-6890	PARKS - MISCELLANEOUS	810.00	900.00	(90.00)	0.90
50-29-6113	HUMANE - WAGES	5,061.25	18,846.96	(13,785.71)	0.27
50-29-6125	HUMANE - OVERTIME	207.84	1,884.70	(1,676.86)	0.11
50-29-6318	HUMANE - FOOD & MISC EQUIP	55.98	500.00	(444.02)	0.11
50-29-6481	HUMANE - POUND MAINTENANCE	309.93	400.00	(90.07)	0.77
50-29-6890	HUMANE - MISCELLANEOUS	0.00	100.00	(100.00)	0.00
50-30-6116	EMERG MNGMT - COORDINATOR	600.00	2,400.00	(1,800.00)	0.25
50-30-6148	EMERG MNGMT - CONVENTION	0.00	1,000.00	(1,000.00)	0.00
50-30-6271	EMERG MNGMT - ELECTRICITY	1,095.88	3,200.00	(2,104.12)	0.34
50-30-6272	EMERG MNGMT - TELEPHONE	794.63	4,000.00	(3,205.37)	0.20
50-30-6273	EMERG MNGMT - INTERNET	647.94	1,800.00	(1,152.06)	0.36
50-30-6311	EMERG MNGMT - OFFICE SUPPLIES	112.02	100.00	12.02	1.12
50-30-6312	EMERG MNGMT - POSTAGE	0.00	100.00	(100.00)	0.00

G/L ACCOUNT	ACCOUNT	YTD	APPROVED FY23 BUDGET	REMAINING	PERCENT TO BUDGET
50-30-6313	EMERG MNGMT - HURRICANE BROUCH	0.00	1,100.00	(1,100.00)	0.00
50-30-6714	EMERG MNGMT - BUILD MAINT	0.00	6,000.00	(6,000.00)	0.00
50-31-6116	FIRE MARSHAL	1,500.00	6,000.00	(4,500.00)	0.25
50-31-6143	WORKERS COMPENSATION	0.00	30.00	(30.00)	0.00
50-31-6146	FIRE MARSHAL EXPENSE	0.00	500.00	(500.00)	0.00
50-31-6148	STATE CONVENTION	0.00	2,000.00	(2,000.00)	0.00
50-31-6452	INSPECTIONS, PREVENTION	0.00	750.00	(750.00)	0.00
50-31-6453	FIRE INVESTIGATIONS	0.00	550.00	(550.00)	0.00
50-31-6620	COMPUTER PURCHASE (EOC)	0.00	1,000.00	(1,000.00)	0.00
50-31-6730	VEHICLE EXPENSE	0.00	1,000.00	(1,000.00)	0.00
50-32-6271	SRS BUILDING - ELECTRICITY	955.33	3,100.00	(2,144.67)	0.31
50-32-6272	SRS BUILDING - TELEPHONE	285.64	975.00	(689.36)	0.29
50-32-6273	SRS BUILDING - JANITORIAL SERV	1,040.00	3,000.00	(1,960.00)	0.35
50-32-6340	SRS BUILDING - JANITORIAL SUPP	0.00	250.00	(250.00)	0.00
50-32-6714	SRS BUILDING - MAINTENANCE	1,307.97	5,000.00	(3,692.03)	0.26
50-32-6890	SRS BUILDING - MISCELLANEOUS	0.00	100.00	(100.00)	0.00
TOTAL EXPENSES		785,610.42	2,255,066.68	(1,469,456.26)	0.35

*SWEENEY - ENTERPRISE FUND
 YEAR TO DATE BUDGET TO ACTUAL
 FOR THE THREE MONTHS ENDING DECEMBER 31, 2022

G/L ACCOUNT	ACCOUNT	YTD	APPROVED FY23 BUDGET	REMAINING	PERCENT TO BUDGET
REVENUES					
40-00-5450	TURN-ON/RECONNECT FEES	\$ 3,030.00	\$ 11,000.00	(7,970.00)	0.28
40-00-5460	PENALTY - LATE PAYMENTS	10,407.99	32,300.00	(21,892.01)	0.32
40-00-5470	CHARGED OFF ACCTS COLLECTED	159.09	720.00	(560.91)	0.22
40-00-5600	INTEREST/CUSTOMER UTILITIES FD	20.32	0.00	20.32	#DIV/0!
40-00-5601	INTEREST ON ENTERPRISE FUND	82.79	0.00	82.79	#DIV/0!
40-00-5616	INTEREST / TEXPOOL INFRASTRUCT	0.00	0.00	0.00	#DIV/0!
40-00-5650	MISCELLANEOUS REVENUE	0.00	0.00	0.00	#DIV/0!
40-00-5810	WATER SALES	170,765.98	704,000.00	(533,234.02)	0.24
40-00-5816	INFRASTRUCTURE DONATIONS	444.00	0.00	444.00	#DIV/0!
40-00-5820	WATER TAPS	0.00	800.00	(800.00)	0.00
40-00-5830	SEWER SALES	148,065.34	602,500.00	(454,434.66)	0.25
40-00-5840	SEWER TAPS	400.00	1,200.00	(800.00)	0.33
40-00-5910	GAS SALES	112,525.83	552,738.40	(440,212.57)	0.20
40-00-5920	GAS TAPS	0.00	800.00	(800.00)	0.00
40-00-6003	TRANSFER IN FROM TEXP INFRUST.	0.00	0.00	0.00	#DIV/0!
	TOTAL REVENUES	445,901.34	1,906,058.40	(1,460,157.06)	0.23
EXPENSES					
50-11-6111	ADMIN SALARIES	19,288.12	47,975.00	(28,686.88)	0.40
50-11-6112	OFFICE SALARIES	35,470.08	108,424.53	(72,954.45)	0.33
50-11-6113	SALARIES	51,853.67	237,238.98	(185,385.31)	0.22
50-11-6125	OVERTIME	7,767.59	16,558.32	(8,790.73)	0.47
50-11-6141	FICA	8,750.01	31,915.94	(23,165.93)	0.27
50-11-6142	GROUP HEALTH	21,640.05	108,687.03	(87,046.98)	0.20
50-11-6143	WORKERS COMP	0.00	9,198.91	(9,198.91)	0.00
50-11-6144	RETIREMENT	17,931.67	64,697.58	(46,765.91)	0.28
50-11-6145	UNEMPLOYMENT	11.32	1,966.50	(1,955.18)	0.01
50-11-6146	LONGEVITY PAY	0.00	7,005.00	(7,005.00)	0.00
50-11-6147	EMPLOYEE SPECIAL RECOGNITION	171.23	2,000.00	(1,828.77)	0.09
50-11-6240	OFFICE MACHINE SERVICE	1,631.00	0.00	1,631.00	#DIV/0!

G/L ACCOUNT	ACCOUNT	YTD	APPROVED FY23 BUDGET	REMAINING	PERCENT TO BUDGET
50-11-6250	WATER SAMPLES	166.86	7,000.00	(6,833.14)	0.02
50-11-6255	INSPECTION/PERMIT FEES	7,605.94	10,050.00	(2,444.06)	0.76
50-11-6260	ENGINEER	0.00	2,500.00	(2,500.00)	0.00
50-11-6271	ELECTRICITY	9,244.59	56,400.00	(47,155.41)	0.16
50-11-6272	TELEPHONE	1,689.93	5,100.00	(3,410.07)	0.33
50-11-6274	NEXTEL RADIOS	0.00	0.00	0.00	#DIV/0!
50-11-6277	COMPUTER IT / BACKUP	9,244.70	10,000.00	(755.30)	0.92
50-11-6311	OFFICE SUPPLIES	894.79	3,000.00	(2,105.21)	0.30
50-11-6312	POSTAGE	1,593.30	6,000.00	(4,406.70)	0.27
50-11-6313	PPE	119.06	1,500.00	(1,380.94)	0.08
50-11-6540	TRANSF TO DEBT SERVICE	83,437.24	500,623.19	(417,185.95)	0.17
50-11-6710	MAINTENANCE OF WATER SYSTEM	27,466.33	80,000.00	(52,533.67)	0.34
50-11-6711	MAINTENANCE OF SEWER SYSTEM	26,827.05	90,000.00	(63,172.95)	0.30
50-11-6712	MAINTENANCE OF GAS SYSTEM	7,881.35	41,000.00	(33,118.65)	0.19
50-11-6713	CHEMICALS	8,100.26	58,000.00	(49,899.74)	0.14
50-11-6714	GAS PURCHASES	49,370.42	264,500.00	(215,129.58)	0.19
50-11-6715	GASOLINE, DIESEL	889.14	7,900.00	(7,010.86)	0.11
50-11-6717	HYDRANT AUDIT / REPAIR	0.00	10,000.00	(10,000.00)	0.00
50-11-6725	DUES, MEMBERSHIPS, PERIODICALS	201.15	3,000.00	(2,798.85)	0.07
50-11-6730	VEHICLE EXPENSE	3,916.95	6,000.00	(2,083.05)	0.65
50-11-6750	PUBLIC NOTICES	0.00	1,250.00	(1,250.00)	0.00
50-11-6760	UNIFORM EXPENSE	2,210.12	6,300.00	(4,089.88)	0.35
50-11-6770	INSURANCE-LIAB, PROP, WK COMP	5,999.95	67,000.00	(61,000.05)	0.09
50-11-6820	AUDITOR	0.00	13,250.00	(13,250.00)	0.00
50-11-6870	TRAINING	2,496.17	2,500.00	(3.83)	1.00
50-11-6880	UDS / ANNUAL SOFTWARE FEE	0.00	5,950.00	(5,950.00)	0.00
50-11-6890	MISCELLANEOUS	35.00	1,000.00	(965.00)	0.04
50-11-6891	CITY MANAGER VEHICLE STIPEND	0.00	2,400.00	(2,400.00)	0.00
50-11-6892	CITY MANAGER CELL PH. STIPEND	0.00	360.00	(360.00)	0.00
50-40-6651	RG-3 / SMART METERS / PRINCIPL	0.00	34,557.73	(34,557.73)	0.00
50-40-6652	SMART METERS (INTEREST)	0.00	8,379.09	(8,379.09)	0.00
TOTAL EXPENSES		413,905.04	1,941,187.80	(1,527,282.76)	0.21

1Sweeny - General Fund
Vendor Transaction History
 For the Period From Oct 1, 2022 to Dec 31, 2022

Item 4.

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Vendor ID Vendor Name	Invoice No.	Transaction	Trans No.	Date	Amount	
AMAZON Amazon Capital Services	13YY-X3RN-FVLF	Invoice	13YY-X3RN-FVLF	11/21/22	704.48	
		Payment	40584	11/21/22	-704.48	
						0.00
	1H4Y-TJTD-CM73	Invoice	1H4Y-TJTD-CM73	11/21/22	9.59	
Payment		40584	11/21/22	-9.59		
					0.00	
AMAZON	1HVJ-CL47-7K43	Invoice	1HVJ-CL47-7K43	12/3/22	233.90	
		Payment	40599	12/12/22	-233.90	
						0.00
	1TKV-XFW3-KWHL	Invoice	1TKV-XFW3-KWHL	11/21/22	259.41	
Payment		40584	11/21/22	-259.41		
					0.00	
					0.00	
AMER American Legal Publishing Corp	20067	Invoice	20067	10/13/22	495.00	
		Payment	40524	11/7/22	-495.00	
						0.00
	20347	Invoice	20347	11/2/22	1,169.17	
		Payment	40556	11/17/22	-1,169.17	
						0.00
	20439	Invoice	20439	12/3/22	83.85	
		Payment	40600	12/12/22	-83.85	
						0.00
	21530	Invoice	21530	12/29/22	135.95	
Payment		40643	12/29/22	-135.95		
					0.00	
21722	Invoice	21722	12/29/22	9.75		
	Payment	40643	12/29/22	-9.75		
					0.00	
					0.00	
AMER						0.00
						0.00
						0.00
APACHE OIL CO Apache Oil Co.	H09730-IN	Invoice	H09730-IN	11/2/22	2,310.55	
		Payment	40557	11/17/22	-2,310.55	
					0.00	
AMER	H11481	Invoice	H11481	10/25/22	2,105.45	
		Payment	40525	11/7/22	-2,105.45	
					0.00	

1Sweeny - General Fund
Vendor Transaction History
 For the Period From Oct 1, 2022 to Dec 31, 2022

Item 4.

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Vendor ID Vendor Name	Invoice No.	Transaction	Trans No.	Date	Amount
					0.00
	H13628	Invoice	H13628	12/11/22	2,217.45
		Payment	40601	12/12/22	-2,217.45
					0.00
	H15517	Invoice	H15517	12/11/22	2,063.45
		Payment	40601	12/12/22	-2,063.45
					0.00
	H17360-IN	Invoice	H17360-IN	12/13/22	1,780.89
		Payment	40661	1/18/23	-1,780.89
					0.00
	H19230	Invoice	H19230	12/29/22	1,602.46
		Payment	40661	1/18/23	-1,602.46
					0.00
APACHE OIL CO					0.00
AQUA Aqua Beverage Company	238978	Invoice	238978	12/21/22	53.50
		Payment	40626	12/21/22	-53.50
					0.00
AQUA					0.00
AQUA-ZYME AQUA-ZYME SERVICES, INC.	498048	Invoice	498048	12/8/22	60.00
		Payment	40662	1/18/23	-60.00
					0.00
AQUA-ZYME					0.00
BOSS Boss and Hughes	224543	Invoice	224543	11/21/22	219.00
		Payment	40729	2/10/23	-219.00
					0.00
BOSS					0.00
BRAZ Brazoria Cty Appraisal Distr	1st Qtr Billing	Invoice	1st Qtr Billing	12/3/22	2,194.25
		Payment	40602	12/12/22	-2,194.25
					0.00
BRAZ					0.00

ISweeny - General Fund
Vendor Transaction History
 For the Period From Oct 1, 2022 to Dec 31, 2022

Item 4.

Filter Criteria includes: Report order is by Vendor ID. Report is printed in Detail Format.

Vendor ID Vendor Name	Invoice No.	Transaction	Trans No.	Date	Amount
BRAZOS T Brazos Tractor & Equipment L.L.C.	Parts 54411	Invoice	Parts 54411	10/14/22	127.83
		Payment	40526	11/7/22	-127.83
					0.00
BRAZOS T					0.00
BRAZOSP Brazosport Protection Systems	7475158	Invoice	7475158	11/1/22	272.79
		Payment	40527	11/7/22	-272.79
					0.00
BRAZOSP					0.00
Brazosport Prot Brazosport Protection Systems	040461	Invoice	040461	12/3/22	121.92
		Payment	40624	12/15/22	-121.92
					0.00
Brazosport Prot					0.00
C&M Custom C&M Custom Signs & Graphics	0384660	Invoice	0384660	12/3/22	300.00
		Payment	40604	12/12/22	-300.00
					0.00
C&M Custom					0.00
CARD Card Service Center	0138	Invoice	0138	11/2/22	824.57
		Payment	40558	11/17/22	-824.57
					0.00
	0138 Smith	Invoice	0138 Smith	12/29/22	485.96
		Payment	40639	12/29/22	-485.96
					0.00
	0492Koskiniemi	Invoice	0492Koskiniemi	12/29/22	1,376.14
		Payment	40640	12/29/22	-1,376.14
					0.00
	0500 Aguirre	Invoice	0500 Aguirre	12/29/22	1,308.83
		Payment	40641	12/29/22	-1,308.83
					0.00
	Brad Caudle 1590	Invoice	Brad Caudle 1590	12/3/22	3,103.24
		Payment	40605	12/12/22	-3,103.24
					0.00
	Caudle 1590 122820	Invoice	Caudle 1590 122820	12/21/22	949.33

1Sweeny - General Fund
Vendor Transaction History
 For the Period From Oct 1, 2022 to Dec 31, 2022

Item 4.

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Vendor ID Vendor Name	Invoice No.	Transaction	Trans No.	Date	Amount
		Payment	40634	12/21/22	-949.33
					0.00
	XXX 0492	Invoice	XXX 0492	10/3/22	2,405.43
		Payment	40515	10/25/22	-2,405.43
					0.00
CARD					0.00
Detecta DetectaChem, Inc	INV09401	Invoice	INV09401	11/21/22	50.68
		Payment	40585	11/21/22	-50.68
					0.00
Detecta					0.00
DON MALONE Don Malone	10088	Invoice	10088	10/29/22	1,050.00
		Payment	40528	11/7/22	-1,050.00
					0.00
	10091	Invoice	10091	12/3/22	250.00
		Payment	40606	12/12/22	-250.00
					0.00
	10093	Invoice	10093	12/3/22	150.00
		Payment	40606	12/12/22	-150.00
					0.00
	10095	Invoice	10095	12/3/22	200.00
		Payment	40606	12/12/22	-200.00
					0.00
	10098	Invoice	10098	12/3/22	50.00
		Payment	40606	12/12/22	-50.00
					0.00
	10101	Invoice	10101	12/31/22	50.00
		Payment	40667	1/18/23	-50.00
					0.00
DON MALONE					0.00
FIRST NAT First National Bank Lake Jackson	976134	Invoice	976134	12/9/22	643.34
		Payment	40645	12/29/22	-643.34
					0.00

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1Sweeny - General Fund
Vendor Transaction History
 For the Period From Oct 1, 2022 to Dec 31, 2022

Filter Criteria includes: Report order is by Vendor ID. Report is printed in Detail Format.

Vendor ID Vendor Name	Invoice No.	Transaction	Trans No.	Date	Amount
FIRST NAT					0.00
FOLLIN Brandy Follin	11302022	Invoice	11302022	12/21/22	180.00
		Payment	40627	12/21/22	-180.00
					0.00
FOLLIN					0.00
FOSTER Robert Foster	11/30/2022	Invoice	11/30/2022	11/30/22	775.00
		Payment	40570	11/30/22	-775.00
					0.00
FOSTER					0.00
FRANKUM Frankum AC & Heating	65440386	Invoice	65440386	12/29/22	99.00
		Payment	40646	12/29/22	-99.00
					0.00
	65440433	Invoice	65440433	12/29/22	1,208.97
		Payment	40646	12/29/22	-1,208.97
					0.00
FRANKUM					0.00
GNX Gnxcor USA Inc.	6006727	Invoice	6006727	11/2/22	45.00
		Payment	40559	11/17/22	-45.00
					0.00
	6007428	Invoice	6007428	12/3/22	0.00
					0.00
GNX					0.00
H & E Equipment Serv H & E Equipment Service	96905976	Invoice	96905976	12/5/22	0.00
					0.00
H & E Equipment Serv					0.00
HARTS SERVICE Harts Service Center	4333	Invoice	4333	11/20/22	115.00
		Payment	40568	11/20/22	-115.00
					0.00

1Sweeny - General Fund
Vendor Transaction History
 For the Period From Oct 1, 2022 to Dec 31, 2022

Item 4.

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Vendor ID Vendor Name	Invoice No.	Transaction	Trans No.	Date	Amount
HARTS SERVICE					0.00
JEFF Jeff Farley	11/30/2022	Invoice	11/30/2022	11/30/22	150.00
		Payment	40590	11/30/22	-150.00
					0.00
JEFF					0.00
JUST Justice Sand Co Inc	25999	Invoice	25999	10/1/22	491.78
		Payment	40529	11/7/22	-491.78
					0.00
	26246	Invoice	26246	11/8/22	489.80
		Payment	40671	1/18/23	-489.80
					0.00
	26283	Invoice	26283	11/14/22	729.00
		Payment	40671	1/18/23	-729.00
					0.00
	26366	Invoice	26366	12/5/22	517.06
		Payment	40671	1/18/23	-517.06
					0.00
JUST					0.00
KEESE Keese & Associates Architects	1910, 1911	Invoice	1910, 1911	10/24/22	1,250.00
		Payment	40530	11/7/22	-1,250.00
					0.00
	1915	Invoice	1915	12/29/22	500.00
		Payment	40647	12/29/22	-500.00
					0.00
KEESE					0.00
LAW Law Enforcement Systems Inc	217948	Invoice	217948	11/7/22	260.00
		Payment	40567	11/20/22	-260.00
					0.00
LAW					0.00
LAWMAN'S Lawman's Uniform & Equipment	50135	Invoice	50135	12/21/22	224.95
		Payment	40628	12/21/22	-224.95

1Sweeny - General Fund
Vendor Transaction History
 For the Period From Oct 1, 2022 to Dec 31, 2022

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Vendor ID Vendor Name	Invoice No.	Transaction	Trans No.	Date	Amount
					0.00
LAWMAN"S					0.00
LEXIS Lexis Nexis Risk Data MGT, LLC	1218894-20221031	Invoice Payment	1218894-20221031 40608	12/3/22 12/12/22	60.50 -60.50
					0.00
	1218894-20221130	Invoice Payment	1218894-20221130 40675	11/30/22 1/18/23	60.00 -60.00
					0.00
LEXIS					0.00
LITZ Litzler's Feed Store	B195973	Invoice Payment	B195973 40629	12/21/22 12/21/22	32.46 -32.46
					0.00
	B196022	Invoice Payment	B196022 40629	12/21/22 12/21/22	10.81 -10.81
					0.00
	B196777	Invoice Payment	B196777 40629	12/21/22 12/21/22	8.86 -8.86
					0.00
	Stmt 12012022	Invoice Payment	Stmt 12012022 40629	12/21/22 12/21/22	297.99 -297.99
					0.00
LITZ					0.00
Lone Star St Lone Star Storage	10/27/22	Invoice Payment	10/27/22 40586	11/21/22 11/21/22	2,400.00 -2,400.00
					0.00
Lone Star St					0.00
LOWE Lowe's Home Centers Inc	914433	Invoice Payment	914433 40566	11/2/22 11/17/22	611.35 -611.35
					0.00
	936700-JKLTLX	Invoice Payment	936700-JKLTLX 40587	11/21/22 11/21/22	343.80 -343.80

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1Sweeny - General Fund
Vendor Transaction History
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Filter Criteria includes: Report order is by Vendor ID. Report is printed in Detail Format.

Vendor ID Vendor Name	Invoice No.	Transaction	Trans No.	Date	Amount
					0.00
	99000151169 11252	Invoice	99000151169 112520	12/11/22	426.46
		Payment	40609	12/12/22	-426.46
					0.00
LOWE					0.00
					0.00
Masters Masters Consulting	2 - Nov 2022	Invoice	2 - Nov 2022	12/5/22	2,925.00
		Payment	40610	12/12/22	-2,925.00
					0.00
Masters					0.00
					0.00
MCCOY'S McCoy's Building Supply	397344	Invoice	397344	12/21/22	119.52
		Payment	40630	12/21/22	-119.52
					0.00
	397733	Invoice	397733	12/21/22	84.98
		Payment	40630	12/21/22	-84.98
					0.00
	398070	Invoice	398070	12/19/22	55.98
		Payment	40678	1/18/23	-55.98
					0.00
	398772	Invoice	398772	12/29/22	65.78
		Payment	40678	1/18/23	-65.78
					0.00
MCCOY'S					0.00
					0.00
Murray Murray Mowing	811642,811637,8116	Invoice	811642,811637,8116	10/7/22	525.00
		Payment	40531	11/7/22	-525.00
					0.00
Murray					0.00
					0.00
MYGOV MYGOV, LLC	7687	Invoice	7687	10/3/22	1,360.00
		Payment	40505	10/19/22	-1,360.00
					0.00
	7776	Invoice	7776	11/1/22	1,360.00
		Payment	40532	11/7/22	-1,360.00
					0.00

1Sweeny - General Fund
Vendor Transaction History
 For the Period From Oct 1, 2022 to Dec 31, 2022

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Vendor ID Vendor Name	Invoice No.	Transaction	Trans No.	Date	Amount
	7875	Invoice	7875	12/3/22	1,360.00
		Payment	40611	12/12/22	-1,360.00
					0.00
MYGOV					0.00
NATIONAL PEN National Pen Co. LLC	112936693	Invoice	112936693	12/3/22	189.37
		Payment	40612	12/12/22	-189.37
					0.00
NATIONAL PEN					0.00
OFFICE Office Depot ODP Business Solution	274628192001	Invoice	274628192001	11/21/22	276.75
		Payment	40588	11/21/22	-276.75
					0.00
	275232638001	Invoice	275232638001	12/3/22	119.06
		Payment	40613	12/12/22	-119.06
					0.00
	279588269001	Invoice	279588269001	12/6/22	266.64
		Payment	40691	1/18/23	-266.64
					0.00
	283952171001	Invoice	283952171001	12/16/22	73.28
		Payment	40734	2/10/23	-73.28
					0.00
	283952532001	Invoice	283952532001	12/16/22	47.74
		Payment	40690	1/18/23	-47.74
					0.00
	283952535001	Invoice	283952535001	12/16/22	20.39
		Payment	40690	1/18/23	-20.39
					0.00
OFFICE					0.00
PERDUE,BRANDON,FIELD Perdue, Brandon, Fielder, Collins	IVC00069320	Invoice	IVC00069320	11/7/22	205.20
		Payment	40561	11/17/22	-205.20
					0.00
	IVC00069783	Invoice	IVC00069783	12/9/22	693.32
		Payment	40648	12/29/22	-693.32
					0.00

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Vendor ID Vendor Name	Invoice No.	Transaction	Trans No.	Date	Amount
					0.00
PERDUE,BRANDON,FIELD					0.00
Precision Repair	000105, 000106	Invoice	000105, 000106	10/11/22	462.31
Precision Repair		Payment	40533	11/7/22	-462.31
					0.00
	000116	Invoice	000116	12/21/22	403.33
		Payment	40631	12/21/22	-403.33
					0.00
Precision Repair					0.00
RCI	47016	Invoice	47016	10/6/22	1,964.00
RCI Technologies, Inc		Payment	40507	10/19/22	-1,964.00
					0.00
RCI					0.00
SCB	4665/9917	Invoice	4665/9917	10/11/22	356.00
SCB Clinic		Payment	40534	11/7/22	-356.00
					0.00
SCB					0.00
Sparklight	125308049	Invoice	125308049	11/7/22	779.14
Sparklight		Payment	40562	11/17/22	-779.14
					0.00
	125308049 12152022	Invoice	125308049 12152022	12/29/22	801.88
		Payment	40649	12/29/22	-801.88
					0.00
	125319210 - 112720	Invoice	125319210 - 112720	12/21/22	169.16
		Payment	40632	12/21/22	-169.16
					0.00
	125319210 11/10/22	Invoice	125319210 11/10/22	12/3/22	161.16
		Payment	40614	12/12/22	-161.16
					0.00
Sparklight					0.00

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Vendor ID Vendor Name	Invoice No.	Transaction	Trans No.	Date	Amount
SQUARE 3 Square 3	94349	Invoice	94349	10/1/22	14,460.00
		Payment	40516	10/25/22	-14,460.00
					0.00
	94464	Invoice	94464	10/5/22	180.00
		Payment	40516	10/25/22	-180.00
					0.00
	94678	Invoice	94678	12/3/22	20.16
		Payment	40615	12/12/22	-20.16
					0.00
	94798	Invoice	94798	12/12/22	142.99
		Payment	40615	12/12/22	-142.99
					0.00
SQUARE 3					0.00
Stacy Escobar Stacy Escobar	November 2022	Invoice	November 2022	12/1/22	1,010.00
		Payment	40593	12/1/22	-1,010.00
					0.00
Stacy Escobar					0.00
STEW Stewart's Food Store	11/01/2022	Invoice	11/01/2022	11/1/22	130.37
		Payment	40563	11/17/22	-130.37
					0.00
	Nov 2022	Invoice	Nov 2022	12/29/22	23.25
		Payment	40650	12/29/22	-23.25
					0.00
STEW					0.00
STRAND Strand Associates, Inc	0189587	Invoice	0189587	11/4/22	2,668.75
		Payment	40594	12/1/22	-2,668.75
					0.00
STRAND					0.00
STROUD RANDY Randy Stroud, P.E.	4T27757	Invoice	4T27757	10/25/22	475.00
		Payment	40535	11/7/22	-475.00
					0.00
STROUD RANDY					0.00

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Vendor ID Vendor Name	Invoice No.	Transaction	Trans No.	Date	Amount
Sweeny Graphics	221205	Invoice	221205	12/5/22	93.00
Sweeny Graphics		Payment	40616	12/12/22	-93.00
					0.00
Sweeny Graphics					0.00
SWTI	323 11182022	Invoice	323 11182022	12/3/22	23.50
Sweeny Tire & Auto Service		Payment	40617	12/12/22	-23.50
					0.00
SWTI					0.00
THE F	17231-1022	Invoice	17231-1022	11/21/22	685.44
The Facts		Payment	40589	11/21/22	-685.44
					0.00
	17231-1122	Invoice	17231-1122	12/3/22	337.96
		Payment	40618	12/12/22	-337.96
					0.00
THE F					0.00
TMClерksAssoc	1738	Invoice	1738	11/7/22	325.00
Texas Municipal Clerks Association		Payment	40564	11/17/22	-325.00
					0.00
	2579	Invoice	2579	11/29/22	100.00
		Payment	40683	1/18/23	-100.00
					0.00
TMClерksAssoc					0.00
TXU	100053864478	Invoice	100053864478	12/29/22	13,375.51
TXU Energy		Payment	40654	12/29/22	-13,375.51
					0.00
TXU					0.00
United Rentals	213307291-002	Invoice	213307291-002	12/5/22	153.35
United Rentals		Payment	40619	12/12/22	-153.35
					0.00

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Vendor ID Vendor Name	Invoice No.	Transaction	Trans No.	Date	Amount
United Rentals					0.00
VERIZON Verizon Wireless	9918918767	Invoice	9918918767	10/23/22	151.96
		Payment	40536	11/7/22	-151.96
					0.00
	9921282835	Invoice	9921282835	12/21/22	557.49
		Payment	40633	12/21/22	-557.49
					0.00
	9923667950	Invoice	9923667950	12/23/22	597.28
		Payment	40693	1/18/23	-597.28
					0.00
	9923686144	Invoice	9923686144	12/23/22	303.92
		Payment	40692	1/18/23	-303.92
					0.00
VERIZON					0.00
WALLER Waller County Asphalt	23919	Invoice	23919	11/3/22	3,312.60
		Payment	40565	11/17/22	-3,312.60
					0.00
WALLER					0.00
WASTE Waste Connections of Texas	3112278v131	Invoice	3112278v131	12/9/22	11,403.66
		Payment	40597	12/9/22	-11,403.66
					0.00
	3112286V131	Invoice	3112286V131	12/9/22	21,323.91
		Payment	40597	12/9/22	-21,323.91
					0.00
WASTE					0.00
WELL Wells Florist	021455	Invoice	021455	12/3/22	750.00
		Payment	40620	12/12/22	-750.00
					0.00
WELL					0.00
WIND Windstream	040639548 122722	Invoice	040639548 122722	12/29/22	7.31
		Payment	40651	12/29/22	-7.31

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Vendor ID Vendor Name	Invoice No.	Transaction	Trans No.	Date	Amount
					0.00
	040639582 122722	Invoice	040639582 122722	12/29/22	12.05
		Payment	40651	12/29/22	-12.05
					0.00
	040639583 12272022	Invoice	040639583 12272022	12/29/22	12.05
		Payment	40651	12/29/22	-12.05
					0.00
	040639584 12272022	Invoice	040639584 12272022	12/29/22	12.05
		Payment	40651	12/29/22	-12.05
					0.00
	040639585 122722	Invoice	040639585 122722	12/29/22	12.05
		Payment	40651	12/29/22	-12.05
					0.00
	040639586 122722	Invoice	040639586 122722	12/29/22	12.05
		Payment	40651	12/29/22	-12.05
					0.00
	040639587 122722	Invoice	040639587 122722	12/29/22	12.05
		Payment	40651	12/29/22	-12.05
					0.00
	040639588 12272022	Invoice	040639588 12272022	12/29/22	12.05
		Payment	40651	12/29/22	-12.05
					0.00
	040639589 122722	Invoice	040639589 122722	12/29/22	12.05
		Payment	40651	12/29/22	-12.05
					0.00
	040639590	Invoice	040639590	12/5/22	2,553.13
		Payment	40595	12/5/22	-2,553.13
					0.00
	040639590 12052022	Invoice	040639590 12052022	12/29/22	12.67
		Payment	40651	12/29/22	-12.67
					0.00
	040639594	Invoice	040639594	12/29/22	13.35
		Payment	40651	12/29/22	-13.35
					0.00
	040641534	Invoice	040641534	12/29/22	154.33
		Payment	40651	12/29/22	-154.33

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Vendor ID Vendor Name	Invoice No.	Transaction	Trans No.	Date	Amount
					0.00
	040641554 122722	Invoice	040641554 122722	12/29/22	80.46
		Payment	40651	12/29/22	-80.46
					0.00
	040641955 122722	Invoice	040641955 122722	12/29/22	463.04
		Payment	40651	12/29/22	-463.04
					0.00
	040642146 122722	Invoice	040642146 122722	12/29/22	229.52
		Payment	40651	12/29/22	-229.52
					0.00
	040642147 122722	Invoice	040642147 122722	12/29/22	1,033.46
		Payment	40651	12/29/22	-1,033.46
					0.00
	040643463	Invoice	040643463	12/29/22	352.62
		Payment	40651	12/29/22	-352.62
					0.00
	040644226 122722	Invoice	040644226 122722	12/29/22	101.94
		Payment	40651	12/29/22	-101.94
					0.00
	040644441 122722	Invoice	040644441 122722	12/29/22	59.18
		Payment	40651	12/29/22	-59.18
					0.00
	041236002 122722	Invoice	041236002 122722	12/29/22	96.69
		Payment	40651	12/29/22	-96.69
					0.00
	041604677 122722	Invoice	041604677 122722	12/29/22	247.34
		Payment	40651	12/29/22	-247.34
					0.00
					0.00
WIND					0.00
					0.00
XERO Xerox Corporation	017251327	Invoice	017251327	10/1/22	411.23
		Payment	40510	10/19/22	-411.23
					0.00
	017251341	Invoice	017251341	10/1/22	149.64
		Payment	40537	11/7/22	-149.64

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Vendor ID Vendor Name	Invoice No.	Transaction	Trans No.	Date	Amount
					0.00
	017470762	Invoice	017470762	12/10/22	419.80
		Payment	40621	12/12/22	-419.80
					0.00
	017470776	Invoice	017470776	12/3/22	143.42
		Payment	40621	12/12/22	-143.42
					0.00
	017668521	Invoice	017668521	12/29/22	390.89
		Payment	40653	12/29/22	-390.89
					0.00
	017792283	Invoice	017792283	12/6/22	152.53
		Payment	40694	1/18/23	-152.53
					0.00
XERO					0.00
Report Total					0.00

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Vendor ID Vendor Name	Invoice No.	Transaction	Trans No.	Date	Amount
AMAZON Amazon Capital Services	1H46-TJTD-CM73	Invoice Payment	1H46-TJTD-CM73 2121	11/21/22 11/21/22	249.99 -249.99
					0.00
	1TKV-XFW3-KWHL	Invoice Payment	1TKV-XFW3-KWHL 2121	11/21/22 11/21/22	29.16 -29.16
					0.00
AMAZON					0.00
AMERICAN American Tire Distributors	S172722906	Invoice Payment	S172722906 2200	12/12/22 2/14/23	131.84 -131.84
					0.00
	S175138127	Invoice Payment	S175138127 2135	12/10/22 12/12/22	179.96 -179.96
					0.00
	S176337399	Invoice Payment	S176337399 2200	12/16/22 2/14/23	271.96 -271.96
					0.00
AMERICAN					0.00
AQUA Aqua-Zyme Services Inc	498074	Invoice Payment	498074 2164	12/12/22 1/18/23	2,720.00 -2,720.00
					0.00
AQUA					0.00
BRAZ Brazoria Cty Health Water Laborato	11302022	Invoice Payment	11302022 2152	12/16/22 12/16/22	30.00 -30.00
					0.00
	118 12302022	Invoice Payment	118 12302022 2168	12/30/22 1/18/23	60.00 -60.00
					0.00
	9/30/2022 Acct 118	Invoice Payment	9/30/2022 Acct 118 2095	11/1/22 11/7/22	30.00 -30.00
					0.00
BRAZ					0.00
BREAK	1304	Invoice	1304	12/10/22	800.00

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Vendor ID Vendor Name	Invoice No.	Transaction	Trans No.	Date	Amount
Breakthrough Consulting		Payment	2136	12/12/22	-800.00
					0.00
BREAK					0.00
C&M	0384663	Invoice	0384663	12/16/22	60.00
C & M Signs		Payment	2153	12/16/22	-60.00
					0.00
C&M					0.00
Card	0138	Invoice	0138	11/1/22	27.35
Card Service Center		Payment	2125	11/30/22	-27.35
					0.00
	Aguirre0500	Invoice	Aguirre0500	12/16/22	507.21
		Payment	2149	12/16/22	-507.21
					0.00
	Koskiniemi 0492	Invoice	Koskiniemi 0492	12/16/22	472.83
		Payment	2150	12/16/22	-472.83
					0.00
	Smith 0138	Invoice	Smith 0138	12/16/22	6.00
		Payment	2151	12/16/22	-6.00
					0.00
Card					0.00
DSHS	092022	Invoice	092022	10/3/22	106.86
DSHS Central Lab MC2004		Payment	2096	11/7/22	-106.86
					0.00
DSHS					0.00
DXI	055021931-22	Invoice	055021931-22	12/11/22	1,802.68
DXI INDUSTRIES, INC		Payment	2137	12/12/22	-1,802.68
					0.00
	055023396-22	Invoice	055023396-22	12/6/22	513.42
		Payment	2169	1/18/23	-513.42
					0.00
	513.42	Invoice	513.42	12/6/22	0.00

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Vendor ID Vendor Name	Invoice No.	Transaction	Trans No.	Date	Amount
					0.00
	DE05009716-22	Invoice	DE05009716-22	11/1/22	190.00
		Payment	2097	11/7/22	-190.00
					0.00
	DE05010868-22	Invoice	DE05010868-22	12/11/22	90.00
		Payment	2137	12/12/22	-90.00
					0.00
	DE05011009-22	Invoice	DE05011009-22	12/11/22	100.00
		Payment	2137	12/12/22	-100.00
					0.00
	DE05011827-22	Invoice	DE05011827-22	12/6/22	90.00
		Payment	2169	1/18/23	-90.00
					0.00
	DE05011967-22	Invoice	DE05011967-22	12/6/22	100.00
		Payment	2169	1/18/23	-100.00
					0.00
	DE05012787-22	Invoice	DE05012787-22	12/31/22	90.00
		Payment	2196	1/19/23	-90.00
					0.00
	DE05012927-22	Invoice	DE05012927-22	12/31/22	100.00
		Payment	2196	1/19/23	-100.00
					0.00
DXI					0.00
ENVIR Envirodyne Laboratories Inc	86770	Invoice	86770	10/13/22	143.00
		Payment	2170	1/18/23	-143.00
					0.00
	87467	Invoice	87467	12/10/22	317.00
		Payment	2138	12/12/22	-317.00
					0.00
ENVIR					0.00
G&S G&S Auto Supply Inc	93022	Invoice	93022	10/3/22	351.18
		Payment	2085	10/19/22	-351.18
					0.00

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Vendor ID Vendor Name	Invoice No.	Transaction	Trans No.	Date	Amount
G&S					0.00
GAJE Gajeske Inc	3030672	Invoice	3030672	11/1/22	3,896.71
		Payment	2172	1/18/23	-3,896.71
					0.00
GAJE					0.00
GNX Gnxcor USA Inc.	6006727	Invoice	6006727	11/2/22	45.00
		Payment	2127	11/30/22	-45.00
					0.00
	6007428	Invoice	6007428	12/11/22	0.00
					0.00
GNX					0.00
Hawk Hawkins, Inc.	6339378	Invoice	6339378	12/10/22	1,525.00
		Payment	2139	12/12/22	-1,525.00
					0.00
	6351813	Invoice	6351813	12/6/22	457.50
		Payment	2175	1/18/23	-457.50
					0.00
	6367444	Invoice	6367444	12/28/22	686.25
		Payment	2175	1/18/23	-686.25
					0.00
Hawk					0.00
KIND Kinder Morgan Tejas Pipeline, LLC	544S203320	Invoice	544S203320	12/12/22	21,158.30
		Payment	2162	1/5/23	-21,158.30
					0.00
	October 2022	Invoice	October 2022	11/9/22	12,217.97
		Payment	2130	12/1/22	-12,217.97
					0.00
KIND					0.00
KLEPAC Bob Klepac	83919	Invoice	83919	12/29/22	140.00
		Payment	2176	1/18/23	-140.00

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Vendor ID Vendor Name	Invoice No.	Transaction	Trans No.	Date	Amount
					0.00
KLEPAC					0.00
LAKES Lakeside Equipment Corporation	903445	Invoice Payment	903445 2207	11/10/22 2/14/23	106.06 -106.06
					0.00
LAKES					0.00
LITZ Litzler's Feed Store	Stmt 12012022	Invoice Payment	Stmt 12012022 2157	12/21/22 12/21/22	282.76 -282.76
					0.00
LITZ					0.00
MAGNA Magna Flow Environmental, Inc.	77800	Invoice Payment	77800 2140	12/11/22 12/12/22	9,640.80 -9,640.80
					0.00
MAGNA					0.00
MCCOY'S McCoy's Building Supply	396668	Invoice Payment	396668 2141	12/10/22 12/12/22	642.68 -642.68
					0.00
MCCOY'S					0.00
NAPCO Napco Chemical Company, Inc	284414	Invoice Payment	284414 2098	10/17/22 11/7/22	1,708.00 -1,708.00
					0.00
NAPCO					0.00
O'Reilly O'Reilly Automotive, Inc.	0406-102720	Invoice Payment	0406-102720 2159	12/28/22 12/29/22	56.93 -56.93
					0.00
	5556-241417	Invoice Payment	5556-241417 2142	12/10/22 12/12/22	153.44 -153.44
					0.00
	5556-241614	Invoice	5556-241614	12/10/22	158.47

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Vendor ID Vendor Name	Invoice No.	Transaction	Trans No.	Date	Amount
		Payment	2142	12/12/22	-158.47
					0.00
O'Reilly					0.00
Office Depot	274628192001	Invoice	274628192001	11/21/22	114.06
Office Depot		Payment	2122	11/21/22	-114.06
					0.00
Office Depot					0.00
PARA Paradigm Alliance, Inc.	Job 29823 SWNY	Invoice	Job 29823 SWNY	11/30/22	2,248.76
		Payment	2128	11/30/22	-2,248.76
					0.00
PARA					0.00
PENNEY Penney's Electric Co. Inc.	21810	Invoice	21810	12/11/22	606.93
		Payment	2143	12/12/22	-606.93
					0.00
PENNEY					0.00
SCRUGGS Scruggs Distribution LLC	3000331	Invoice	3000331	12/5/22	6,657.00
		Payment	2131	12/31/22	-6,657.00
					0.00
	3000364	Invoice	3000364	12/5/22	3,440.00
		Payment	2131	12/31/22	-3,440.00
					0.00
	3000478	Invoice	3000478	12/5/22	3,850.00
		Payment	2131	12/31/22	-3,850.00
					0.00
SCRUGGS					0.00
SECO SECOR	0321301-IN	Invoice	0321301-IN	12/10/22	212.57
		Payment	2144	12/12/22	-212.57
					0.00
SECO					0.00

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*Sweeny - Enterprise Fund
Vendor Transaction History
 For the Period From Oct 1, 2022 to Dec 31, 2022

Filter Criteria includes: Report order is by Vendor ID. Report is printed in Detail Format.

Vendor ID Vendor Name	Invoice No.	Transaction	Trans No.	Date	Amount
SPRINT SPRINT	665183020-244	Invoice	665183020-244	10/24/22	141.04
		Payment	2103	11/7/22	-141.04
					0.00
	665183020-245	Invoice	665183020-245	12/16/22	141.04
		Payment	2154	12/16/22	-141.04
					0.00
SPRINT					0.00
STEW Stewart's Food Store	11/01/2022	Invoice	11/01/2022	11/1/22	130.36
		Payment	2126	11/30/22	-130.36
					0.00
	12012022 Ross	Invoice	12012022 Ross	12/1/22	122.25
		Payment	2183	1/18/23	-122.25
					0.00
STEW					0.00
SWEE TIRE Sweeny Tire & Auto Service	193926	Invoice	193926	10/4/22	125.00
		Payment	2091	10/19/22	-125.00
					0.00
	574	Invoice	574	12/10/22	69.25
		Payment	2145	12/12/22	-69.25
					0.00
SWEE TIRE					0.00
TECQ Texas Commission On	CWQ0069776	Invoice	CWQ0069776	10/31/22	7,605.94
		Payment	2099	11/7/22	-7,605.94
					0.00
	PHS0206500	Invoice	PHS0206500	12/10/22	3,248.70
		Payment	2146	12/12/22	-3,248.70
					0.00
TECQ					0.00
TEXAS 811 Texas 811	22-17783	Invoice	22-17783	11/1/22	52.25
		Payment	2100	11/7/22	-52.25
					0.00
	22-24085	Invoice	22-24085	12/31/22	58.90

*Sweeny - Enterprise Fund
Vendor Transaction History
 For the Period From Oct 1, 2022 to Dec 31, 2022

Item 4.

Filter Criteria includes: Report order is by Vendor ID. Report is printed in Detail Format.

Vendor ID Vendor Name	Invoice No.	Transaction	Trans No.	Date	Amount
		Payment	2185	1/18/23	-58.90
					0.00
TEXAS 811					0.00
TWUA Texas Water Utilities Assoc	00488	Invoice	00488	11/1/22	830.00
		Payment	2102	11/7/22	-830.00
					0.00
TWUA					0.00
UNDER Underground Inc.	0114260-IN	Invoice	0114260-IN	12/29/22	6,263.55
		Payment	2161	12/29/22	-6,263.55
					0.00
UNDER					0.00
UNIFIRST Unifirst Holdings, Inc	2680000062	Invoice	2680000062	12/16/22	40.01
		Payment	2155	12/16/22	-40.01
					0.00
	2680000797	Invoice	2680000797	12/16/22	90.60
		Payment	2155	12/16/22	-90.60
					0.00
	2680001480	Invoice	2680001480	12/16/22	108.64
		Payment	2155	12/16/22	-108.64
					0.00
	2680002192	Invoice	2680002192	12/16/22	131.18
		Payment	2155	12/16/22	-131.18
					0.00
	2680003134	Invoice	2680003134	12/16/22	168.36
		Payment	2155	12/16/22	-168.36
					0.00
	2680004006	Invoice	2680004006	12/16/22	99.89
		Payment	2155	12/16/22	-99.89
					0.00
	2680004848	Invoice	2680004848	12/5/22	99.89
		Payment	2187	1/18/23	-99.89
					0.00

Item 4.

*Sweeny - Enterprise Fund
Vendor Transaction History
 For the Period From Oct 1, 2022 to Dec 31, 2022

Filter Criteria includes: Report order is by Vendor ID. Report is printed in Detail Format.

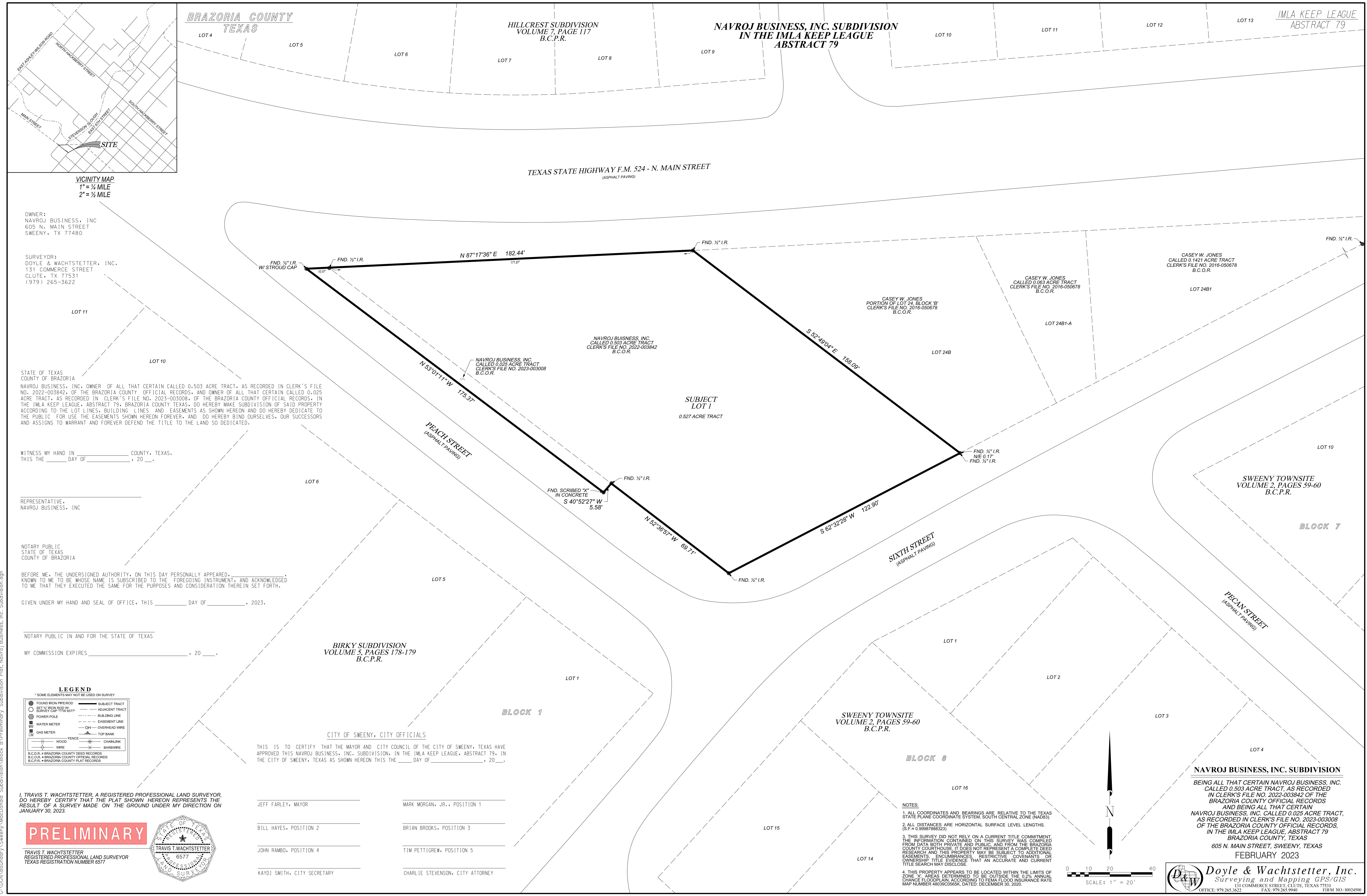
Vendor ID Vendor Name	Invoice No.	Transaction	Trans No.	Date	Amount
	2680005700	Invoice	2680005700	12/12/22	99.89
		Payment	2187	1/18/23	-99.89
					0.00
	2680006544	Invoice	2680006544	12/19/22	113.42
		Payment	2187	1/18/23	-113.42
					0.00
	2680007318	Invoice	2680007318	12/26/22	105.17
		Payment	2187	1/18/23	-105.17
					0.00
UNIFIRST					0.00
UNIQUE UNIQUE WATERWORKS LLC	812	Invoice	812	10/4/22	949.00
		Payment	2101	11/7/22	-949.00
					0.00
	830	Invoice	830	11/10/22	2,574.63
		Payment	2188	1/18/23	-2,574.63
					0.00
	833	Invoice	833	12/10/22	1,170.11
		Payment	2147	12/12/22	-1,170.11
					0.00
UNIQUE					0.00
United Rentals United Rentals	213277628-001	Invoice	213277628-001	12/10/22	238.77
		Payment	2148	12/12/22	-238.77
					0.00
	213723975-001	Invoice	213723975-001	12/7/22	141.78
		Payment	2189	1/18/23	-141.78
					0.00
United Rentals					0.00
US Underwater US Underwater	S227502TX.00-1	Invoice	S227502TX.00-1	11/16/22	3,450.00
		Payment	2190	1/18/23	-3,450.00
					0.00
US Underwater					0.00
UTILITY	22997	Invoice	22997	11/21/22	1,162.00

Item 4.

*Sweeny - Enterprise Fund
Vendor Transaction History
 For the Period From Oct 1, 2022 to Dec 31, 2022

Filter Criteria includes: Report order is by Vendor ID. Report is printed in Detail Format.

Vendor ID Vendor Name	Invoice No.	Transaction	Trans No.	Date	Amount
Utility Data Systems		Payment	2123	11/21/22	-1,162.00
					0.00
UTILITY					0.00
WASTE CONN	3112286V131	Invoice	3112286V131	12/1/22	90.00
Waste Connections of Texas		Payment	2133	12/9/22	-90.00
					0.00
WASTE CONN					0.00
Welman	Boot Reimbursement	Invoice	Boot Reimbursement	12/1/22	150.00
Shea Welman		Payment	2129	12/1/22	-150.00
					0.00
Welman					0.00
WIND	040641625 120722	Invoice	040641625 120722	12/7/22	82.76
Windstream		Payment	2160	12/29/22	-82.76
					0.00
	041670592 121322	Invoice	041670592 121322	12/7/22	164.37
		Payment	2160	12/29/22	-164.37
					0.00
	041949153	Invoice	041949153	12/5/22	408.82
		Payment	2132	12/5/22	-408.82
					0.00
	041949153 121922	Invoice	041949153 121922	12/7/22	202.12
		Payment	2160	12/29/22	-202.12
					0.00
WIND					0.00
Report Total					0.00



VICINITY MAP
 1" = 1/4 MILE
 2" = 1/2 MILE

OWNER:
 NAVROJ BUSINESS, INC.
 605 N. MAIN STREET
 SWEENEY, TX 77480

SURVEYOR:
 DOYLE & WACHTSTETTER, INC.
 131 COMMERCE STREET
 CLUTE, TX 77531
 (979) 265-3622

STATE OF TEXAS
 COUNTY OF BRAZORIA

NAVROJ BUSINESS, INC., OWNER OF ALL THAT CERTAIN CALLED 0.503 ACRE TRACT, AS RECORDED IN CLERK'S FILE NO. 2022-003842, OF THE BRAZORIA COUNTY OFFICIAL RECORDS, AND OWNER OF ALL THAT CERTAIN CALLED 0.025 ACRE TRACT, AS RECORDED IN CLERK'S FILE NO. 2023-003008, OF THE BRAZORIA COUNTY OFFICIAL RECORDS, IN THE IMLA KEEP LEAGUE, ABSTRACT 79, BRAZORIA COUNTY TEXAS, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY 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 OURSELVES, OUR SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

WITNESS MY HAND IN _____ COUNTY, TEXAS,
 THIS THE _____ DAY OF _____, 20__.

REPRESENTATIVE,
 NAVROJ BUSINESS, INC.

NOTARY PUBLIC
 STATE OF TEXAS
 COUNTY OF BRAZORIA

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY 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__.

LEGEND

* SOME ELEMENTS MAY NOT BE USED ON SURVEY

- FOUND IRON PIER/END
- SET IN CONCRETE
- POWER POLE
- WATER METER
- GAS METER
- WOOD FENCE
- WIRE
- SUBJECT TRACT
- ADJACENT TRACT
- BUILDING LINE
- EASEMENT LINE
- OVERHEAD WIRE
- TOP BANK
- CHAIN LINK
- BARB WIRE

B.C.O.R. = BRAZORIA COUNTY OFFICIAL RECORDS
 B.C.P.R. = BRAZORIA COUNTY PLAT RECORDS

BIRKY SUBDIVISION
 VOLUME 3, PAGES 178-179
 B.C.P.R.

CITY OF SWEENEY, CITY OFFICIALS

THIS IS TO CERTIFY THAT THE MAYOR AND CITY COUNCIL OF THE CITY OF SWEENEY, TEXAS HAVE APPROVED THIS NAVROJ BUSINESS, INC. SUBDIVISION, IN THE IMLA KEEP LEAGUE, ABSTRACT 79, IN THE CITY OF SWEENEY, TEXAS AS SHOWN HEREON THIS THE _____ DAY OF _____, 20__.

JEFF FARLEY, MAYOR
 MARK MORGAN, JR., POSITION 1
 BRIAN BROOKS, POSITION 3
 TIM PETTIGREW, POSITION 5
 CHARLIE STEVENSON, CITY ATTORNEY

BILL HAYES, POSITION 2
 JOHN RAMBO, POSITION 4
 KAYDI SMITH, CITY SECRETARY

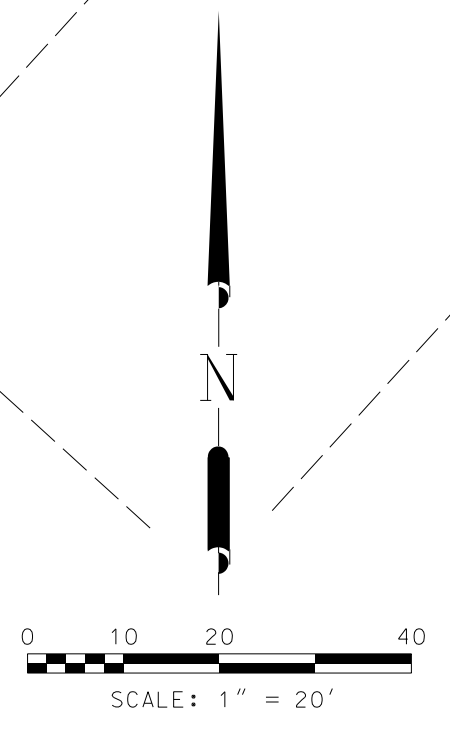
PRELIMINARY

TRAVIS T. WACHTSTETTER
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NUMBER 6577



NOTES:

1. ALL COORDINATES AND BEARINGS ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83), (S.F. # 0.999878832).
2. ALL DISTANCES ARE HORIZONTAL SURFACE LEVEL LENGTHS.
3. THIS SURVEY DID NOT RELY ON A CURRENT TITLE COMMITMENT. THE INFORMATION CONTAINED ON THIS SURVEY WAS COMPILED FROM DATA BOTH PRIVATE AND PUBLIC, AND FROM THE BRAZORIA COUNTY COURTHOUSE. IT DOES NOT REPRESENT A COMPLETE DEED RESEARCH AND THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL EASEMENTS, ENCUMBRANCES, RESTRICTIVE COVENANTS OR OWNERSHIP TITLE EVIDENCE THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
4. THIS PROPERTY APPEARS TO BE LOCATED WITHIN THE LIMITS OF ZONE X. AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NUMBER 48060265K, DATED, DECEMBER 30, 2020.



NAVROJ BUSINESS, INC. SUBDIVISION
 BEING ALL THAT CERTAIN NAVROJ BUSINESS, INC. CALLED 0.503 ACRE TRACT, AS RECORDED IN CLERK'S FILE NO. 2022-003842 OF THE BRAZORIA COUNTY OFFICIAL RECORDS AND BEING ALL THAT CERTAIN NAVROJ BUSINESS, INC. CALLED 0.025 ACRE TRACT, AS RECORDED IN CLERK'S FILE NO. 2023-003008 OF THE BRAZORIA COUNTY OFFICIAL RECORDS, IN THE IMLA KEEP LEAGUE, ABSTRACT 79, BRAZORIA COUNTY, TEXAS
 605 N. MAIN STREET, SWEENEY, TEXAS
 FEBRUARY 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.: 10024900

USER: \\plm14\workspaces\TME\1214141\PM DATE: 1/31/2023 C:\BON\Boundary\Sweeney\Map\Donal\Subdivision\Block_B\ Preliminary_Subdivision.dgn

A regular meeting and public hearing of the City Council was held at City Hall on Tuesday, February 17, 2009

1. Call To Order

Mayor Weems called the meeting to order. Reminded Council and audience meetings are conducted in strict compliance with Roberts Rule of Order.

2. Roll Call

Council present: Mayor Pro-Tem Gary Coker, Dale Lemon and Linda Diaz.
Absent: Neal Bess Jr. and Ray Bailey

Also present: Tim Moss, City Manager; Charlie Stevenson, City Attorney; Homer Toscano, Director of Public Works, and Gary Stroud, Chief of Police.

3. Invocation

Invocation was given by Charlie Stevenson

4. Pledge of Allegiance

Pledge of Allegiance was recited.

5. Presentations by Citizens -

Visitors: Frank Lawrence, Gloria Harrison, Clay Drake, Doug Isaacs, Tammy Isaacs, Earl Hassell, Buzzie Dugan, Saprine Dugan, Dax Preston, Daniel Mikel, Bryan Dugan, Lee Lanier, Toby Reifel, Laura Lanier, AJ Mikel, Katherine Bonner, Vicki Milian, P. T. Brunner, Rita McMillan, Frances Jammer, Tim Webb, Debbie Ward

6.. * Consent Items

A. Approval of Minutes - January 20, 2009

B. Approval of Bills- \$ 30, 304.23

Gary Coker made a motion to accept the consent items as read. Linda Diaz seconded. All in favor; motion carried.

7. * Public Hearings

A.

8. Fire Department Report

Tim Webb gave the Fire Department report. Total of 22 calls, and 24 members on roster. Agility Test on 1-7-09 and in house training on the 2nd and 4th Tuesdays. Upcoming events: Easter Egg Hunt 4-5-09 @ 2:00pm and the Aux. will host the Pride Day Pageant again this year.

G. Consider Changing Yield Sign to Stop Sign at Harlem and Travis / Katherine Bonner

Ms. Bonner spoke regards to changing the yield sign on Harlem to a stop sign. Discussion was made. Tim Moss suggested placing stop signs on Harlem on the East and West sides of Travis. Gary Coker made a motion to place stop signs on Harlem on the East and West side of Travis. Dale Lemon seconded. All in favor; motion carried. (Minute Order to follow at next Council meeting)

H. Review of Curfew Ordinance / Tammy Odom

This ordinance is reviewed every three years to make sure it is working and if any changes need to be made. Dale Lemon made a motion to keep the ordinance as is. Gary Coker seconded. All in favor; motion carried.

I. Purchase Property between Milts and Pecan St. approximately 5-6 feet / P.T. Brunner

P.T. Brunner spoke on behalf of himself. In Dec. '06 the Council granted a license to use a portion of a 6ft strip adjacent to the City right of way for the construction / remodel of his building. However, his bank has stated he needs to own the property in question for financing reasons. Discussion made. Gary Coker made a motion to abandon our easement and deed it to P.T. Brunner. Linda Diaz seconded. All in favor; motion carried. This is contingent that this property is in access of our 60 ft. easement.

J. Belton Co. Appreciation Shrimp and Fish Fry / Linda Diaz

Linda Diaz spoke. When the City evacuated for Hurricane Ike all of our 211's were sent to Belton County. In appreciation for their hospitality Brazoria County would like to supply them with a shrimp and fish fry. Linda Diaz suggested we donate \$750.00 for this event. Dale Lemon made a motion to donate \$750.00 towards the appreciation shrimp and fish fry. Gary Coker seconded. All in favor; motion carried.

K. Request the City Council authorize the Building Official to require permits for Roofing Contractors and Tree Contractors prior to working inside the City Limits of Sweeny/ Tim Moss

Tim Moss spoke. Currently we only request those contractors to register with the City that are doing repairs that require a permit. Mr. Moss would like to see roofing contractors and tree contractors to also register with the City. Dale Lemon made a motion to have Tim Moss and Charlie Stevenson to make changes to the Contractor's Registration Ordinance; and submit changes to Council. Linda Diaz seconded. All in favor; motion carried.

L. Proclamation / Rotary Club

Mayor Rodney Weems read the Proclamation - proclaiming February 23, 2009 as Rotary Day. No action taken.

11. *Reports of Advisory Boards & Commissions

12. Mayor, Council and Staff Reports

Mayor Weems – Met with senior representatives with Sweeny House they are in agreement that we need to have a meeting regarding evacuations. This meeting would be in conjunction

Randy L. Stroud, P.E.
Civil Engineer and Land Surveyor
201 South Velasco
Angleton, Texas 77515
(979) 849-3141 Fax # (979) 849-9444

Randy L. Stroud, PE
RPLS #2112

Brian G. Fambrough
RPLS # 6017

FIELD NOTES OF A 0.025 ACRE TRACT BEING A PART OF PEACH STREET (CITY OF SWEENEY, TEXAS), BEING ADJACENT TO THE SOUTHWEST LINE OF A 0.2695 ACRE TRACT KNOWN AS TRACT 24A-2 AND DESCRIBED IN A DEED RECORDED IN VOLUME (86) 354, PAGE 809 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS, AND SAID 0.025 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found in the South right-of-way line of Main Street (City of Sweeney, Texas), said rod marking the Northeast corner of said 0.2695 acre tract;

THENCE; South 89° 47' 48" West 171.50 feet, along the South right-of-way line of Main Street, to a 1/2" iron rod found at the Northwest corner of said 0.2695 acre tract, for the place of beginning of the herein described tract;

THENCE; South 89° 47' 48" West 10.82 feet, along the South right-of-way line of Main Street, to a 1/2" iron rod set for corner;

THENCE; South 50° 25' 51" East 175.43 feet to an "x" made in concrete for corner;

THENCE; North 43° 15' 57" East 5.77 feet to a 1/2" iron rod found for corner at the South corner of said 0.2695 acre tract;

THENCE; North 50° 02' West (Reference Bearing) 167.50 feet, along the Southwest line of said 0.2695 acre tract, to the place of beginning.

Said tract therein containing 0.025 acres of land.

Certified Correct: Randy L. Stroud
Randy L. Stroud, P. E. Registered Professional Land Surveyor #2112

* See attached plat.

** All 1/2" iron rods set for this survey have a plastic cap stamped "RPLS 2112 - RPLS 6017"

4T23143
February 20, 2009
fn86.8

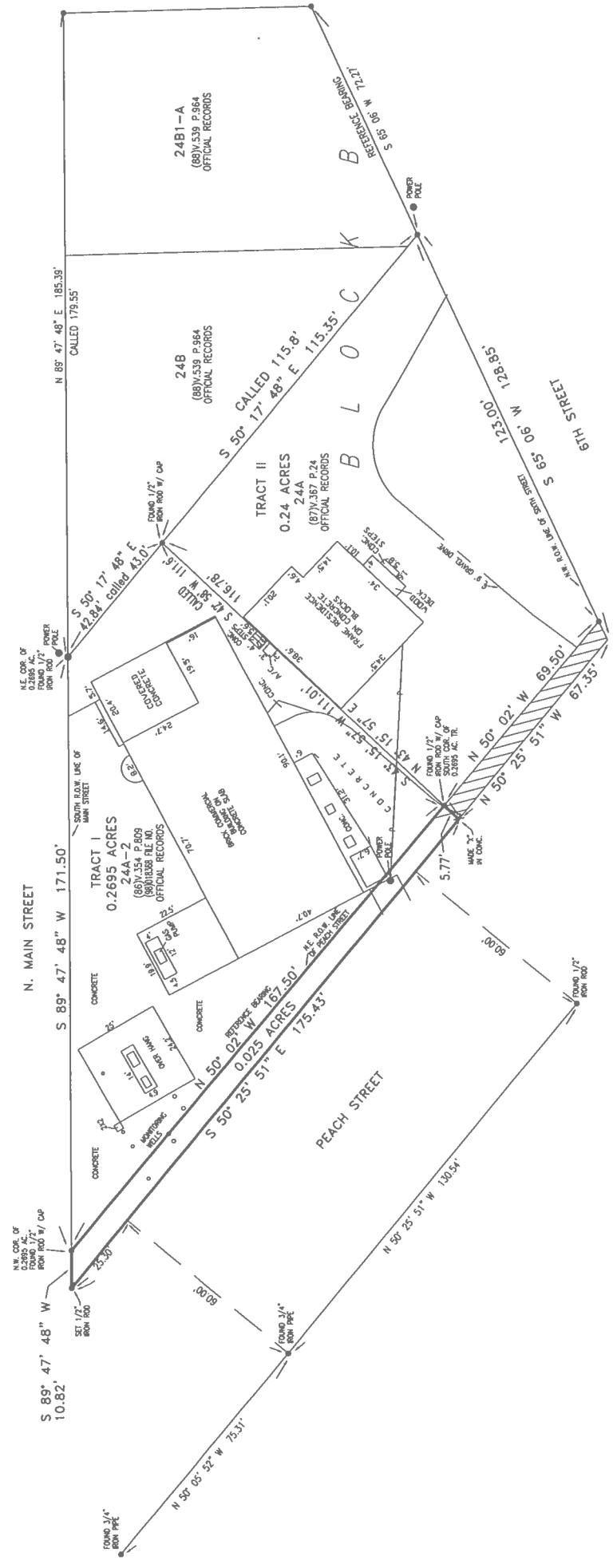
EXHIBIT "A"





For this survey, a title commitment was not furnished to the surveyor. A title commitment might reveal additional easements in addition to those shown. A title commitment should be prepared and reviewed before any new construction begins on this tract.

PREPARED FOR: PAUL B. BRUNNER, III



NOTE: ALL FOUND 1/2\"/>

A PLAT OF A 0.025 ACRE TRACT BEING A PART OF PEACH STREET (CITY OF SWEENEY, TEXAS), BEING ADJACENT TO THE SOUTHWEST LINE OF A 0.2895 ACRE TRACT KNOWN AS TRACT 24A-2 AND DESCRIBED IN A DEED RECORDED IN VOLUME (86)354, PAGE 809 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS, AND SAID 0.025 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ATTACHED.

SCALE: 1" = 20'
41 23.143A
2-20-09

I, RANDY L. STROUD, REGISTERED PROFESSIONAL LAND SURVEYOR, ANGLETON, TEXAS, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A REPRESENTATION OF A FIELD SURVEY MADE UNDER MY SUPERVISION ON THE GROUND IN FEBRUARY, 2009 AND THAT ALL CORNERS SHOWN WERE EITHER FOUND OR ESTABLISHED BY ME.

CERTIFIED CORRECT: RANDY L. STROUD, REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSE #2112

FROM THE OFFICE OF:
RANDY L. STROUD
201 SOUTH VELASCO
ANGLETON, TEXAS 77515
(979) 849-3141

**MINUTES OF A REGULAR MEETING
OF THE SWEENEY CITY COUNCIL
TUESDAY, JANUARY 18, 2022
6:00 PM**

A regular meeting of the City Council was held at Sweeny City Hall on Tuesday, January 18, 2022, at 6:00 p.m.

CALL TO ORDER

Mayor Pro-tem Brian Brooks called the meeting to order at 6:00 p.m. Mayor Farley was absent.

1. ROLL CALL

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

STAFF

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

2. PLEDGE OF ALLEGIANCE

American Flag
Texas Flag

INVOCATION

The invocation was given by Sandra Blaine.

3. VISTORS COMMENTS

4. PUBLIC HEARING

A.

5. PRESENTAIONS:

- A. Commendations
- B. Proclamation – African American History Month (February)
- C. Fire Department Report –
- D. Police Report – Chief Brad Caudle gave the report.
- D. City Manager Report – Reese Cook gave the report.
- E. SEDC Report – Michele Medina was present in the audience.

6. CONSENT AGENDA

A. Bills in the amount of \$37,739.50

B. Minutes from Regular Session: December 21, 2021

Sandy Blaine made a motion to approve the bills in the amount of \$37,739.50 and the minutes from December 21, 2021. Bill Hayes seconded. All were in favor. Motion carried.

7. UNFINISHED BUSINESS:

8. NEW BUSINESS

A. Discuss and act (as needed): Mark Morgan: Revitalization of Park and Recreation Board.

Mark Morgan addressed the council and stated he felt there was a need for a committee or board to address our parks. Mr. Cook stated that he was in favor of the board, and we have an Ordinance where a Parks and Recreation Board was established. That board dissipated many years ago though.

Bill Hayes made a motion pending agenda item C. that we reinstate the Park and Recreation Board and have a minimum of 5 members. John Rambo seconded. All were in favor. Motion carried.

B. Discuss and act (as needed): Council Position 3, Brian Brooks: City Wide Plan and Schedule for Ditch and Culvert Cleaning.

Brian Brooks stated he would like to see the crew clean out ditches and culverts during this season of not mowing so much. City Manager Reese Cook stated that we could utilize several avenues, city crews with our boring machine for smaller jobs and with larger bores we would bring in AIMS and Texas Drainage.

NO ACTION

C. Discuss and act (as needed): Reese Cook, City Manager: Updates and amendments to Park and Recreation Board Subchapters 35.01 through 35.06.

City Manager Reese Cook stated that 35.01 reads "park and recreation board members shall be residents of the city and shall not be employees". Mr. Cook proposes to take that out and add "resides within 10 miles of the city's center". Mr. Cook added this would be a 5-member board. John Rambo made a motion to approve the amendments. Bill Hayes seconded. All were in favor. Motion carried.

D. Discuss and act (as needed): Reese Cook, City Manager: Conveyance of Easement Portion of land on Peach Street of property formally know as Milt's Mini Mart.

City Manager Mr. Cook stated that the owner of this property would like to take these two plats and combine them into one. (Milt's Mini Mart and the house directly behind it). There is a 6-foot portion of the land that is an easement, it belongs to the city.

Bill Hayes made a motion to approve for the city to deed over the 6-foot easement property to the owners as presented. John Rambo seconded. All were in favor. Motion carried.

E. Discuss and act (as needed): Reese Cook, City Manager: Transfer of funds from General Enterprise Fund Balance to Disaster/Emergency Contingency Texpool Fund.

Mr. Cook stated that when Hurricane Nicholas hit in September 2021, \$300,000.00 was the number proposed for debris removal. We spent about \$40,000.00 on debris removal from the Disaster Contingency Fund. We didn't have C and D (construction and demo) from this storm so that kept the price down. Mr. Cook would like to increase this fund to be ready for the next emergency. Mr. Cook proposes \$200,000.00. \$100,000.00 from General Fund and \$100,000.00 from the Enterprise Fund to be transferred to the Disaster Contingency Texpool Fund. Bill Hayes made a motion to allow Mr. Cook to transfer the \$200,000.00 to the Disaster Contingency Texpool Fund. John Rambo seconded. All were in favor. Motion carried.

F. Discuss and act (as needed): Reese Cook, City Manager: Ordinance to Call the 2022 May General Election for Council Positions 1, 3, & 5 and Municipal Judge.

Mr. Cook stated this is our standard practice that we call the city election to be held in May 2022. Charlie Stevenson stated our ordinance reads "Order" the election. Bill Hayes made a motion to approve the ordinance to Order the City Election for council positions 1,3, &5 and Municipal Judge to be held in May 2022. John Rambo seconded. All were in favor. Motion carried.

G. Discuss and act (as needed): Reese Cook, City Manager: Interlocal Agreement with Brazoria County for flood study.

Mr. Cook addressed council that the Texas Water Development Board has allocated around five hundred million for flood studies and flood mitigation studies. Matagorda County and Wharton County got a study for Caney Creek. Brazoria County asked if they could get in on the study too, as Caney Creek flooded in Hurricane Harvey in 2018. This study cost is around \$400,000.00. Our portion of the study is \$108,000.00 to be split between Brazoria County, P66, CPC, The Drainage District and The City of Sweeny. Mr. Cook is asking council for approval to move forward with funds from the city in the amount of \$5,000.00. Brazoria County has stated they would pay \$50k and the Drainage District committed to \$25k. John Rambo made a motion that we agree to participate in this Interlocal Agreement with Brazoria County for a flood study and to approve spending funds for the study not to exceed \$15,000.00. Bill Hayes seconded. All were in favor. Motion carried.

H. Discuss and act (as needed): Planned Maintenance Agreement with ASCO for Case Backhoe and Kubota Mini Excavator.

Mr. Cook stated that ASCO has reached out to him and would like the city to go into an agreement with them for maintenance on our Case Backhoe and Kubota Mini Excavator. Sandra Blain made a motion to sign on with ASCO for a planned maintenance agreement for the Case Backhoe and Kubota Mini Excavator. John Rambo seconded. All were in favor. Motion carried.


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

9. RECONVENE TO REGULAR SESSION

10. ITEMS OF COMMUNITY INTEREST

11. ADJOURNMENT: 6:57 pm

PASSED AND APPROVED THIS 15 DAY OF February 2022.



Reatta Minshew, City Secretary

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

WARRANTY DEED

Date: 15th of February, 2022

Grantor: THE CITY OF SWEENEY, TEXAS, a municipal corporation of the State of Texas, acting by and through its duly authorized Mayor

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

Grantee: PAUL B. BRUNNER III

Grantee's Mailing Address (including county): 9036 CR 628, Brazoria, Brazoria County, Texas 77422

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

Property (including any improvements)

The surface only of a 0.025 acre tract being a part of Beach Street (City of Sweeny, Texas), being adjacent to the southwest line of a 0.2698 acre tract known as Tract 24A-2 and described in a deed recorded in Volume (86) 354, Page 809 of the Official Records of Brazoria County, Texas, and said 0.025 acre tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

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

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

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

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

CITY OF SWEENEY, TEXAS

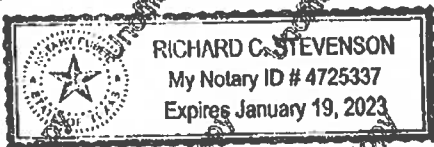
BY: JEFF FARLEY, His Mayor

ATTEST:

REATA MINSHEW, City Secretary

THE STATE OF TEXAS *
COUNTY OF BRAZORIA *

This instrument was acknowledged before me on the 15th day of March, 2022 by JEFF FARLEY, Mayor of the CITY OF SWEENEY, TEXAS, on behalf of said city.



NOTARY PUBLIC, State of Texas

Notary's Name (printed): R C Stevenson

Notary's commission expires: 1-19-2023

AFTER RECORDING RETURN TO:

PREPARED IN THE LAW OFFICE OF
R. C. STEVENSON, ATTORNEY
P. O. BOX 892
207 EAST ASHLEY WILSON ROAD
SWEENEY, TEXAS 77480-0892
(936) 548-3252

Item 5.

FILED and RECORDED

Instrument Number: 2022017800

Filing and Recording Date: 03/23/2022 01:29:10 PM Pages: 3 Recording Fee: \$30.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



Joyce Hudman

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

clerk-juanita



Zoning Application

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

TYPE OF APPLICATION:

- Zoning Change (from) (to) *Plat Types include: Amending, Replat, Finals
P & Z Variance
Special Exception
X Re-Plat Type: Replat * All plats require an agenda request

PROJECT INFORMATION:

Project Name/Owners Name: Navroj Business, Inc.
Residential Commercial
Brazoria County Appraisal District Property ID # 259354 & 259355
Project Address/Location: 605 N. Main Street
Subdivision: Part of Lot 24 Block 'B' Arch Macdonald Subdivision of Suburban Garden No. of Lots:
Total Acreage &/or Square Footage: 0.527 Acre

Brief Description of Property & Reason for Proposed Request: The purpose of this plat is to combine the previously called 0.24 acre tract, recorded in Clerk's File No. 2020-050678 of the B.C.O.R. and the previously called 0.2695 acre tract, recorded in Clerk's File No. 1998-018368 of the B.C.O.R., now called a 0.503 acre tract, as recorded in Clerk's File No. 2022-003842 of the B.C.O.R., with a called 0.25 acre tract, recorded in Clerk's File No. 2023-003008 of the B.C.O.R.

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

PROPERTY OWNER'S INFORMATION:

Name: Sohil Maredia - Navroj Business, Inc.
Address: 715 Oak River Lane
City: Rosenberg State: TX Zip: 77469
Phone: 832-270-1710 Fax:
Email: SOHIL4321@yahoo.com

APPLICANT OR AGENT'S INFORMATION:

Name: Travis Wachtstetter
Address: 131 Commerce St.
City: Clute State: TX Zip: 77531
Phone: 979-265-3622 Ex: 1026
Email: TRAVIS.W@dw-surveyor.com

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

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

**Owner's Signature: [Signature]

Date: 2/1/2023

Agent's/Applicant's Signature: [Signature]

Date: 2/1/2023

OFFICE USE ONLY:

Date Received: Amount Collected: City Representative:



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 for RE-PLAT ITEMS ONLY.

Personal Information:

Name: Sohil Maredia – Navroj Business, Inc.

Mailing Address: 715 Oak River Lane, Rosenberg, TX 77469

Physical Address: 605 N. Main Street, Sweeny, TX 77480
Property Address
of Replat: _____

Email(s): SOHIL4321@yahoo.com

Phone(s): 832-270-1710

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

The purpose of this plat is to combine the previously called 0.24 acre tract, recorded in Clerk’s File No. 2020-050678 of the B.C.O.R. and the previously called 0.2695 acre tract, recorded in Clerk’s File No. 1998-018368 of the B.C.O.R., now called a 0.503 acre tract, as recorded in Clerk’s File No. 2022-003842 of the B.C.O.R., with a called 0.25 acre tract, recorded in Clerk’s File No. 2023-003008 of the B.C.O.R.

Signature: S. Maredia Date: 2/1/2023

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

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



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

Letter of Permission as Acting Agent

I, Sohil Maredia, President of Navroj Business, Inc. and owner of the property located at 605 N. Main Street in Sweeny Texas, grant Travis T. Wachtstetter, RPLS 6577, permission to act as my agent in regard to platting procedures before the City of Sweeny for the property located at the address listed above.

Sohil Maredia - President
Navroj Business, Inc.
February 1, 2023

Texas **DRIVER LICENSE** USA TX



4d DL **01022232** 9 Class **C**
3a Iss **05/09/2017** 4b Exp **09/02/2023**
3 DOB **09/02/1979**
1 **MAREZIA**
2 **SOHIL**
8 **715 OAK RIVER LN**
ROSENBERG TX 77469-0000
12 Restrictions **NONE** 9a End **NONE**
16 Hgt **5'-07"** 15 Sex **M** 18 Eyes **BRO**
5 DD **27213740153049877117**

S. M. Camp.

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Hope Andrade
Secretary of State

Item 5.

Office of the Secretary of State

May 08, 2012

Attn: adm CPA P.C.

adm CPA P.C.
8303 Southwest Fwy, Suite 755
Houston, TX 77074 USA

RE: NAVROJ BUSINESS, INC.
File Number: 801339396

It has been our pleasure to file your application for reinstatement thereby returning the entity to active status. The appropriate evidence is attached for your files.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure



Office of the Secretary of State

CERTIFICATE OF FILING OF

NAVROJ BUSINESS, INC.
File Number: 801339396

The undersigned, as Secretary of State of Texas, hereby certifies that the application for reinstatement for the above named entity has been received in this office and has been found to conform to law. It is further certified that the entity has been reinstated to active status on the records of this office.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Filing.

Dated: 05/07/2012

Effective: 05/07/2012



A handwritten signature in cursive script, appearing to read "Hope Andrade".

Hope Andrade
Secretary of State

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



John Steen
Secretary of State

Item 5.

Office of the Secretary of State

May 06, 2013

adm CPA P.C.

adm CPA P.C.

8303 Southwest Fwy, Suite 755
Houston, TX 77074 USA

RE: NAVROJ BUSINESS, INC.
File Number: 801339396

Assumed Name:
GRAB N GO # 3

File Date: 05/06/2013

It has been our pleasure to file the assumed name certificate for the above referenced entity. Enclosed is the certificate evidencing filing. Payment of the filing fee is acknowledged by this letter.

In addition to filing with the Secretary of State, Chapter 71 of the Texas Business and Commerce Code requires filing of the assumed name certificate with the county clerk in the county in which the principal office of the entity is located. If the entity is required by law to maintain a registered office in Texas, the assumed name certificate is also required to be filed in the county in which the registered office is located.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division

Enclosure

Come visit us on the internet at <http://www.sos.state.tx.us/>

Phone: (512) 463-5555
Prepared by: WEBSUBSCRIBER

Fax: (512) 463-5709
TID: 10336

Dial: 7-1-1 for Relay Services
Document: 479452770002

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



John Steen
Secretary of State

Item 5.

Office of the Secretary of State

CERTIFICATE OF FILING OF

NAVROJ BUSINESS, INC.

File Number: 801339396

Assumed Name:

GRAB N GO # 3

The undersigned, as Secretary of State of Texas, hereby certifies that the assumed name certificate for the above named entity has been received in this office and filed as provided by law on the date shown below.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law hereby issues this Certificate of Filing.

Dated: 05/06/2013

Effective: 05/06/2013



A handwritten signature in black ink, appearing to read "John Steen".

John Steen
Secretary of State



Office of the Secretary of State
 Corporations Section
 P.O. Box 13697
 Austin, Texas 78711-3697
 (Form 503)

Filed in the Office of the
 Secretary of State of Texas
 Filing #: 801339396 5/6/2013
 Document #: 479452770002
 Image Generated Electronically
 for Web Filing

**ASSUMED NAME CERTIFICATE
 FOR FILING WITH THE SECRETARY OF STATE**

1. The assumed name under which the business or professional service is or is to be conducted or rendered is:

GRAB N GO # 3

2. The name of the entity as stated in its certificate of formation, application for registration, or comparable document is:

NAVROJ BUSINESS, INC.

3. The state, country, or other jurisdiction under the laws of which it was incorporated, organized or associated is **TEXAS** and the address of its registered or similar office in that jurisdiction is: **403 FM 3013, Eagle Lake, TX, USA 77434**

4. The period, not to exceed 10 years, during which the assumed name will be used is :

05/06/2023

5. The entity is a : **Domestic For-Profit Corporation**

6. The entity's principal office address in Texas is:

605 N MAIN ST, SWEENY, TX, USA 77480

7. The entity is not organized under the laws of Texas and is not required by law to maintain a registered agent and registered office in Texas. Its office address outside the state is:

8. The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are:

ALL COUNTIES

9. The undersigned, if acting in the capacity of an attorney-in-fact of the entity, certifies that the entity has duly authorized the attorney-in-fact in writing to execute this document. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

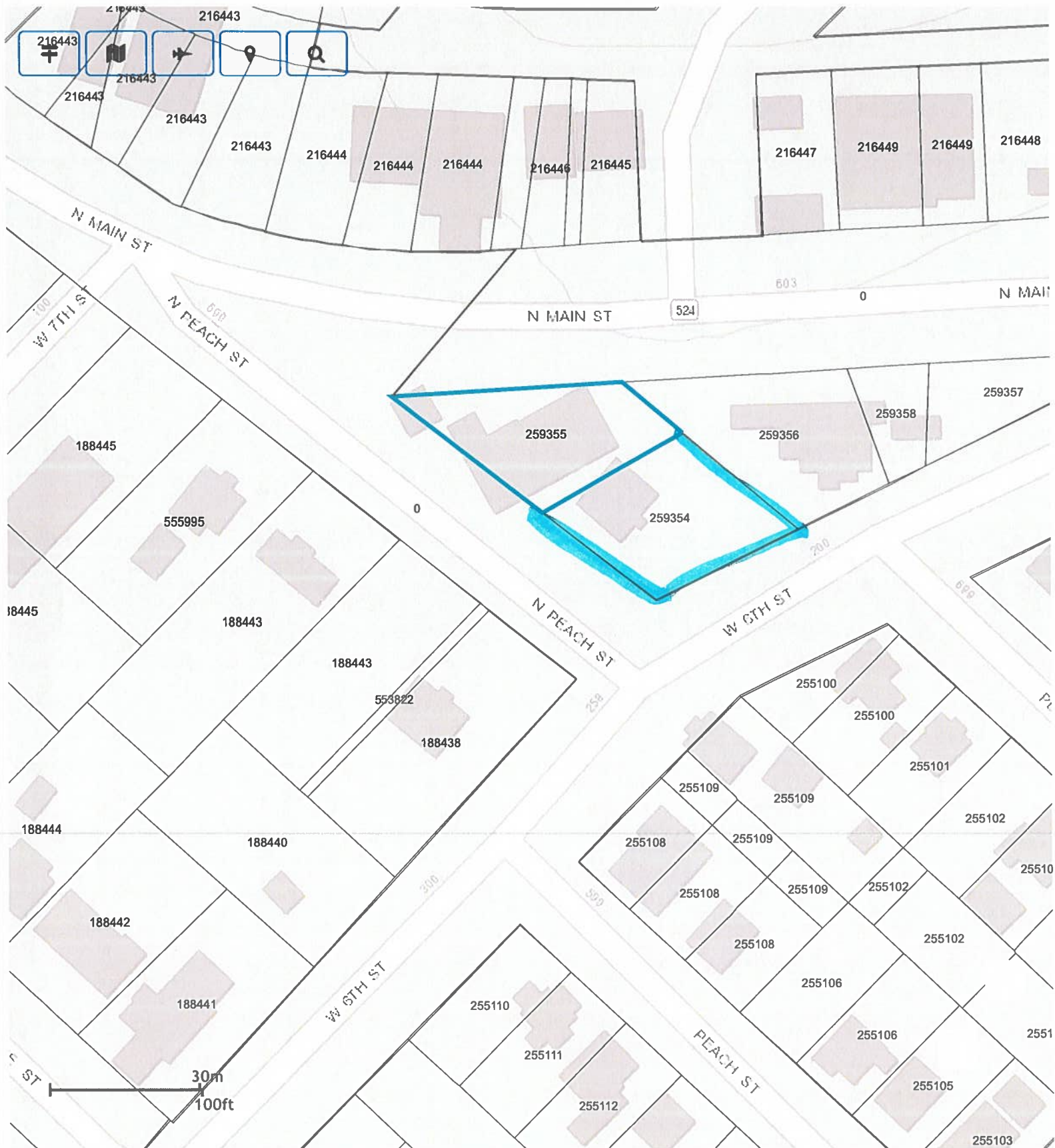
NAVROJ BUSINESS, INC.

Name of the entity

By: **ARIF DILAWAR MAKNOJIA, CPA& CGMA**

**Signature of officer, general partner, manager,
representative or attorney-in-fact of the entity**

FILING OFFICE COPY





CITY OF SWEENY

Rev. 0 (4/2)

Item 6.

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

Zoning Application

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

TYPE OF APPLICATION:

- Zoning Change (from) _____ (to) _____ *Plat Types include: Amending, Replat, Finals
- P & Z Variance
- Special Exception
- Re-Plat Type: _____ * All plats require an agenda request

PROJECT INFORMATION:

- Residential
- Commercial

Project Name/Owners Name: Cory Goodrum
 Brazoria County Appraisal District Property ID # _____
 Project Address/Location: 604 East Sixth St. Sweeny Tx 77480
 Subdivision: _____ No. of Lots: _____
 Total Acreage &/or Square Footage: _____

Brief Description of Property & Reason for Proposed Request:

I have 3 lots, 1 facing East Sixth St and 2 facing Fig St. I am turning the 2 facing Fig St to face East Sixth St and then making 2 lots into 1 so that I can build a house.

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

PROPERTY OWNER'S INFORMATION:

Name: Cory Goodrum
 Address: 604 E. Sixth St.
 City: Sweeny State: Tx Zip: 77480
 Phone: 979-769-8234 Fax: _____
 Email: corygoodrum@yahoo.com

APPLICANT OR AGENT'S INFORMATION:

Name: Cory Goodrum
 Address: 604 E. Sixth St.
 City: Sweeny State: Tx Zip: 77480
 Phone: 979-769-8234 Fax: _____
 Email: corygoodrum@yahoo.com

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

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

**Owner's Signature: Cory Goodrum

Date: 2-6-2023

Agent's/Applicant's Signature: Cory Goodrum

Date: 2-6-2023

OFFICE USE ONLY:

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



CITY OF SWEENY

Rev. o (4/28/

Item 6.

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 for RE-PLAT ITEMS ONLY.

Personal Information:

Name: Cory Goodrum

Mailing Address: 604 East Sixth St. Sweeny Tx 77480

Physical Address: 604 East Sixth St. Sweeny Tx 77480

Property Address of Replat: 604 East Sixth St. Sweeny Tx 77480

Email(s): Corygoodrum@yahoo.com

Phone(s): 979-709-8234

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


Replat

Signature: Cory Goodrum Date: 2-6-2023

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

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

Texas DRIVER LICENSE USA TX



4d DL 26240887 9 Class C
4a Iss 07/26/2019 4b Exp 08/20/2025
3 DOB 08/20/1989
1 GOODRUM
2 CORY RAY
8 310 W FRONT ST
TRINADAD TX 75163
12 Restrictions NONE 3a End NONE
16 Hgt 5'-09" 15 Sex M 18 Eyes BRO
5 DD 64210930176206895619

Cory Goodrum

GENERAL WARRANTY DEED

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

STATE OF TEXAS

COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

Date: June 6, 2019

Grantor and Grantor's Mailing Address:

De Ray Goodrum
10730 Needville Fairchild Rd
Needville, of Fort Bend County, Texas 77461

Grantee and Grantee's Mailing Address:

Cory Goodrum
604 East Sixth Street
Sweeny, of Brazoria County, Texas 77480

Consideration: The sum of TEN DOLLARS AND NO CENTS (\$10.00) and other good and valuable consideration this day which have been paid in cash to Grantor by Grantee, the receipt of which is hereby acknowledged and confessed.

Property (including any improvements):

Lots Eight (8) and Nine (9), Block One (1), Sweeny Townsite, City of Sweeny, Brazoria County, Texas, according to the map or plat thereof recorded in the Plat Records of Brazoria County, Texas.

Reservations from Conveyance:

All those of Record

Exceptions to Conveyance and Warranty:

All those of Record

Grantor, for the consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and hold it to Grantee and Grantee's heirs, successors and assigns forever. Grantor binds Grantor and Grantor's heirs and successors and assigns, to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, successors and assigns against every person

whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from and Conveyance and the Exceptions to Conveyance and Warranty.

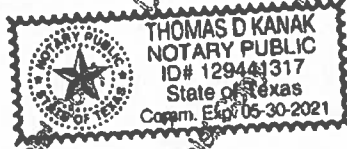
If this Deed is executed by more than one person or if the Grantee is more than one person, the instrument shall read as though the pertinent verbs, nouns, pronouns were changed correspondingly and when executed by or to a corporation the words, heirs, executors, administrators or heirs and assigns, shall be construed to mean successors and assigns.

EXECUTED this the 6TH day of JUNE, 2019.

DERAY GOODRUM
DERAY GOODRUM, Grantor

THE STATE OF TEXAS
COUNTY OF FORT BEND

This instrument was acknowledged before me on the 6TH day of JUNE, 2019, by DERAY GOODRUM.



Thomas D. Kanak
Notary Public in and for
The State of Texas

Prepared in the office of:
Thomas D. Kanak
Attorney at Law
P.O. Box 486
9002 Main Street
Needville, Texas 77461

After Recording, return to:
Thomas D. Kanak
P.O. Box 486
Needville, Texas 77461

FILED and RECORDED

Instrument Number: 2019026804

Filing and Recording Date: 06/07/2019 10:21:51 AM Pages: 3 Recording Fee: \$30.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

clerk-juanita

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

WARRANTY DEED

Date: June 26, 2010

Grantor: JOSEPH F. GILLARD JR. AND MARGARET A. GILLARD

Grantor's Mailing Address (including county): 1103 Old Ocean Ave., Sweeny, Brazoria County, Texas 77480

Grantee: CORY GOODRUM

Grantee's Mailing Address (including county): 604 E Sixth Street, Sweeny, Brazoria County, Texas 77480

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

Property (including any improvements):

Lot Ten (10), Block One (1), Sweeny Townsite, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 2, Pages 59 and 60 of the Plat Records of Brazoria County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

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

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

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

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

[Signature]
JOSEPH F. GILLARD JR.

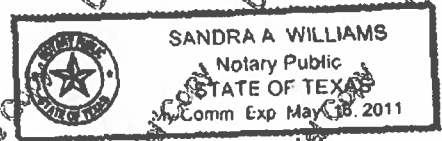
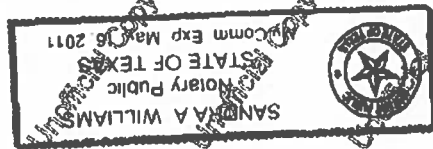
[Signature]
MARGARET A. GILLARD

THE STATE OF TEXAS
COUNTY OF BRAZORIA *

This instrument was acknowledged before me on the 1st day of JULY, 2010
by MARGARET A. GILLARD AND JOSEPH F. GILLARD JR.

[Signature]
Sandra A Williams
NOTARY PUBLIC, State of Texas
Notary's Name (printed)

Notary's Commission expires: 16 MAY 2011



Bill of Sale for the property located on Sixth Street in Sweeny Texas 77480

March 26, 2010

Property (including any improvements):

Lot Ten (10), Block One (1), Sweeny Townsite, Brazoria County, Texas,
According to the map or plat thereof recorded in Volume 2, Pages 59 and 60 of the Plat Records of
Brazoria County, Texas

Under the agreement of Joseph Gillard and Margaret Gillard (owners/sellers) will sell to
Cory Goodrum (buyer) the above lot of land located on Sixth Street in Sweeny for
the total of Seven Thousand Dollars (\$7,000).

It is agreed that Cory Goodrum (buyer) will place One Thousand Dollars (\$1,000) down as deposit and
good faith to purchase this said lot and the balance to be paid on or before June 26, 2010. This is a ninety
(90) day time period.

It is understood that upon the completion of payment and final papers are exchanged Mr. Goodrum will be
responsible for filing the proper papers with the filing fees to transfer Warranty Deed in his name.
It is understood that Mr. Goodrum will be responsible for the taxes on the property of Lot Ten (10), Block
One (1), Sweeny Townsite Brazoria County for the year of 2010 and every year thereafter while he owns
the property thus releasing Joseph and Margaret Gillard of any debts to the property.

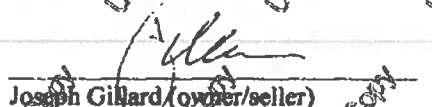
It is understood no personal property of Mr. Goodrum's will be placed upon this property until it is paid in
full.

This property has clear title and currently has all taxes paid and no outstanding debts are involved with this
property.

This \$1,000 is nonrefundable if within the given time period the balance is not paid in full by
June 26, 2010.


Margaret Gillard (owner/seller)

Date 6/26/10


Joseph Gillard (owner/seller)

Date 8/26/10

Cory Goodrum (buyer) Date _____

Doc# 2010029217
Pages 3
07/09/2010 4:07PM
Official Public Records
BRAZORIA COUNTY
JOYCE HEDMAN
COUNTY CLERK
Fee \$24.00

Joyce Hedman

**MINUTES OF A SPECIAL MEETING
OF THE SWEENEY CITY COUNCIL
TUESDAY, APRIL 6, 2021
6:00 PM**

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

CALL TO ORDER

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

ROLL CALL

Council Present: Council Position 1. Sandra Blaine; Council Position 2. Bill Hayes; Council Position 3. Brian Brooks; Council Position 4. John Rambo and Council Position 5. Tim Pettigrew.

Staff Present: Reese Cook, City Manager; Reatta Minshew, City Secretary; and Charlie Stevenson, City Attorney.

PLEDGE OF ALLEGIANCE

US FLAG

TEXAS FLAG

The pledge was led by Councilman John Rambo.

INVOCATION

The invocation was given by Charlie Stevenson.

VISTIORS COMMENTS

Read Resolution for Stewart's Food Store #4 / Mayor Farley read Resolution for Stewart's Food Store #4. On Dec 14, 2020 Sweeny EDC voted to grant Stewart's Food Store #4 a grant for \$70,000.00 to expand and for improvements.

1. NEW BUSINESS

A. Discuss/ Take action on opening Sweeny Senior Center to Sweeny Lion's Club

City Manager Reese Cook stated he was approached from Sweeny Lion's Club to reopen the Seniors Center for them to have their monthly meeting. Currently the Senior Center is only opened to the Seniors in the

John Rambo made a motion to reopen the Senior Center back to normal, to all the previous organizations. Bill Hayes seconded. All were in favor. Motion carried.

B. Discuss/ Take Action as needed Chapter 151 Manufactured Home Ordinance Clarification

Mayor Farley stated that previously discussed in today's workshop council defined the wording of "site" in the Manufactured Home Ordinance. Charlie Stevenson stated: The definition of site is: Being that lot or lots on which the mobile home sits.

Brian Brooks made a motion to approve the definition of the word "site" in the Manufactured Home Ordinance as what Charlie Stevenson stated: "The definition of site is: Being that lot or lots on which the mobile home sits". Tim Pettigrew seconded. All were in favor. Motion carried.

C. Discuss/ Take Action on rescinding council decision on New Business Item A. from January 21, 2020.

John Rambo made a motion to rescind the motion from New Business Item A. form January 21, 2020. (604 E. 6th Street) Sandra Blaine seconded. All were in favor. Motion carried.

D. Discuss/ Take Action on Chapter 151 Manufactured Home Variance for 604 E. 6th Street.

John Rambo made a motion to approve the variance for 604 E. 6th Street for the mobile home to remain on site even after re-plat. Tim Pettigrew seconded. All were in favor. Motion carried.

E. Discuss/ Take Action on Alcohol Variance for Pride Day.

John Rambo made a motion to grant the Alcohol Variance for Pride Day in the BBQ Cookoff area, designated by orange tape. Tim Pettigrew seconded. All were in favor. Motion carried.

F. Discuss/ Take Action on CPI adjustment to Municipal Telecommunications Right of Way Access Line Rates.

NO ACTION

G. Discuss/ Take Action on Project Graduation using City Hall for Car Wash Fundraiser.

Bill Hayes made a motion to allow Project Graduation to use City Hall for car wash fundraiser. Sandra Blaine seconded. All were in favor. Motion carried.

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

A. To Discuss:

2. RECONVENE TO REGULAR SESSION:

3. ACTION:

4 ITEMS OF COMMUNITY INTEREST:

Bill Hayes thanked the public works for their hard work during a large water leak.

Brian Brooks thanked Mr. Cook for posting the water leak and update more often on Facebook and Website.

Tim Pettigrew stated he was glad to see the new infrastructure project going good around town.

Mr. Cook stated he signed the paperwork for the CDBG Local Grant for \$800,000.00 for the Wastewater Treatment Plant. He also stated the city would receive a second stimulus check for around \$8000.00. We are also working on getting the old CTY number (548-3330) back in service with the new provider so it will not show to be a California number.

5. Read Resolution for Grant for Stewart’s Grocery Store (second reading).

Mayor Farley read the resolution.

6. ADJOURNMENT: 6:18 pm.

PASSED AND APPROVED THIS 20 DAY OF April 2021.



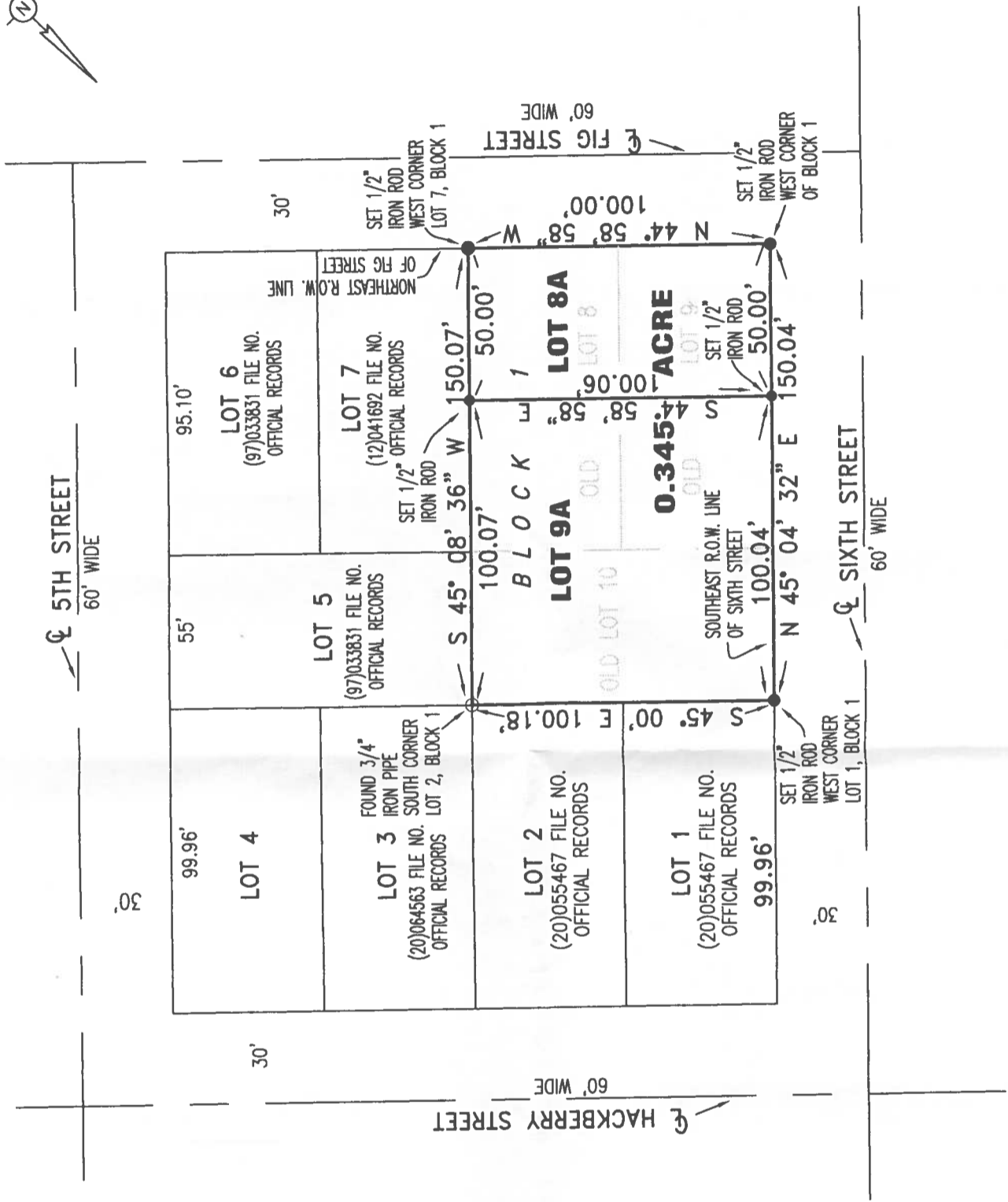
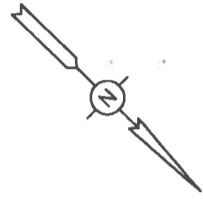
Reatta Minshew, City Secretary

g the Southeast right-of-way line of Sixth Street, to
 f Lot 1, Block 1, Sweeny Townsite;
 g the Southwest line of Lots 1 and 2, Block 1,
 er at the South corner of Lot 2, Block 1, Sweeny
 g the Northwest line of Lots 5 and 7, Block 1,
 in the Northeast right-of-way line of Fig Street; said
 weeny Townsite;
 g the Northeast right-of-way line of Fig Street, to

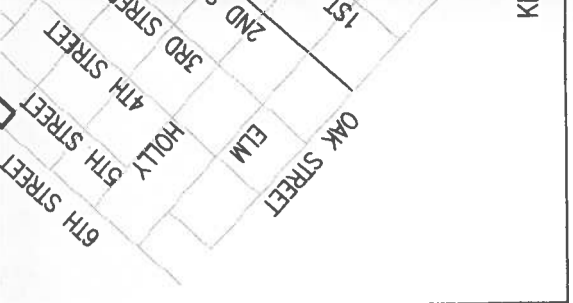
ED IN THE ABOVE AND FOREGOING
 OWNSITE, DO HEREBY REPLAT SAID
 ALLEYS, PARKS AND BUILDING LINES
 OR PUBLIC USE, THE STREETS, ALLEYS, PARKS
 HEREBY BIND MYSELF, MY HEIRS, AND ASSIGNS
 D SO DEDICATED.

JUNTY, TEXAS, THIS THE _____ DAY OF

ED CORY GOODRUM, KNOWN TO ME TO BE THE
 ONG INSTRUMENT, AND ACKNOWLEDGED TO ME
 ND CONSIDERATIONS THEREIN EXPRESSED AND, IN
 AND SEAL OF OFFICE THIS _____ DAY OF



- NOTES:
1. ALL SET 1/2" IRON RODS HAVE RPLS 2112.
 2. THE ADDRESS FOR OLD LOT 602 SIXTH STREET - SWEENEY ADDRESS FOR OLD LOT 9 (SIXTH STREET - SWEENEY, TEXAS) THE PURPOSE OF THIS PLAT IS TO RE-PLAT THE PLAT OF LOTS 9, AND 10, BLOCK 1, OF SW
 - 3.





BUILDING PERMIT SINGLE FAMILY (R)

Item 7.

Issue Date: February 1, 2023

PROJECT DESCRIPTION: 1104 N Main- RV TEMPORARY PERMIT PENDING HEARING 02/21/2023 Must have a Backflow Preventer and be inspected prior to use.

City of Sweeny

**PROJECT #
BLDPR-23-0030**

**(979) 548-3321
Inspections**

**www.mygov.us
Permits**

PO BOX 248
Sweeny, TX 77480

(979) 548-3321 Voice
(979) 548-7745 Fax

LOCATION
1104 Main
Sweeny, TX 77480

LEGAL

ABST - 79 SUBD - S/D of A, B, D, E & H BLK - B Lot - 10E
ABST - 79 SUBD - S/D of A, B, D, E & H BLK - B Lot - 10E
ABST - 79 SUBD - S/D of A, B, D, E & H BLK - B Lot - 10E

CONTRACTOR

Homeowner

OWNER

Mcguire Carolyn

INFORMATION

Area - Total	000
Valuation	000

NOTICES

- 1) All work must be done in compliance with the adopted International Building Code.
- 2) A copy of the signed permit and approved plans must be on site at all times.
- 3) The project address must be clearly posted at the job site.
- 4) Per City Ordinance: every home must have a one car carport or garage.
- 5) Dial 811 before you dig.

The City of Sweeny general liability for Building, Electrical, Plumbing, and Mechanical contractors is \$300,000.00. Should the insurance be terminated or expire, no inspections will be performed until valid insurance is received. This is a requirement for any permit that requires general liability insurance. Under no circumstances will paid fees be refunded or transferred. Applications and plans will be held for 180 days. After 180 days this application and plans will be voided and disposed of unless a valid building permit is issued. The City of Sweeny has adopted the International Building Code, National Electrical Code, Standard Plumbing, Mechanical, and Gas Codes, NFPA, and International Fire Code. All building construction plans should adhere to these codes. APPROVED PERMIT BECOMES VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 180 DAYS. FEES WILL DOUBLE IF WORK IS COMMENCED BEFORE VALID PERMIT IS ACQUIRED. IF THERE IS A LAPSE OF INSURANCE COVERAGE OR CANCELLATION OF THE POLICY FOR THE STATED ABOVE CONTRACTOR AT ANY TIME WHILE PERMIT IS IN FORCE, THIS PERMIT WILL IMMEDIATELY BECOME NULL AND VOID.

THIS PERMIT MUST BE DISPLAYED ON THE JOB SITE AT ALL TIMES AS WORK IS BEING COMMENCED. All new builds must submit a windstorm inspected/ approved WPI8 and final elevation certificate -if property is within a flood zone- prior to issuance of the Certificate of Occupancy.

READ AND SIGN

I hereby certify by my signature below that the information provided is true and correct to the best of my knowledge and that the stated value of construction includes all materials, equipment, labor, overhead and profit. I further agree to adhere to all City, State and Federal laws regarding the work to be performed under this permit. I hereby attest that I have checked for any property-specific information such as deed restrictions or restrictive covenants on the property. I do understand that it is my responsibility to check for any conflicts between the property-specific information and the request for the proposed development.

Carolyn McGuire

Signature

2-2-2023

Date

ISSUED BY

KS:R

02/01/2023

Issuer's Signature

Date

Lindsay Koskinen
LINDSAY KOSKINIEMI, CITY MANAGER

(A) *Definition of recreational vehicle.*

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

RECREATIONAL VEHICLE. A motor vehicle or trailer primarily designed as temporary living quarters for recreational camping or travel use, which is generally no more than eight and one half feet wide and no more than 45 feet long and is generally less than 320 square feet. The term includes a **TRAVEL TRAILER, CAMPING TRAILER, and MOTOR HOME.**

(2) Other terms herein shall have the meaning defined in other ordinances of the city, except where the context clearly requires otherwise.

(B) *Recreational vehicles and travel trailers outside of duly licensed recreational vehicle parks.*

(1) It shall be unlawful for any person, firm or corporation to park or permit the parking of a recreational vehicle and/or a travel trailer on any lot or tract of land within the city, whenever such recreational vehicle or travel trailer is being used or occupied as a residence. This prohibition shall not apply to a recreational vehicle which is located in a duly licensed recreational vehicle park, as long as the recreational vehicle or travel trailer complies with the requirements of this section for a use and occupancy permit.

(2) The provisions of this division shall not apply to a recreational vehicle or travel trailer which is being occupied temporarily by a person or persons visiting in the city. Any such recreational vehicle or travel trailer shall not be permitted to connect into the water and sewer system of the city, during the period of the temporary occupancy. It is provided, however, that a recreational vehicle or travel trailer which is parked at a church to temporarily house a visiting minister or related group, or at a school in an Institutional Zone as defined in § 110.75(B)(3) of the Zoning Code, may be allowed to connect to the water and sewer system during their visit, for a maximum period of seven days, provided that a backflow preventer is used in the connection and approval of the city is obtained prior to hookup.

(C) *Licenses for recreational vehicle parks.*

(1) It shall be unlawful for any person, firm or corporation, their agents servants or employees to operate or provide parking space for a recreational vehicle upon any lot or tract of land within the city limits, unless such owner, operator, or their agents, servants or employees have first made application for and secured a valid license to operate a recreational vehicle park issued by the city only upon compliance with this section. Any person, firm or corporation desiring to operate a licensed recreational vehicle park shall file an application for a license which shall contain the following:

- (a) The name and address of the applicant;
- (b) A description of the property upon which the recreational vehicle park is to be constructed;
- (c) Plans and specifications for the recreational vehicle park which must conform to the requirements of this section, the Plumbing Code of the city, and any other applicable ordinance;
- (d) A drainage study performed by a professional engineer, together with a drainage plan acceptable to the city;
- (e) Agreement to reimburse the city for any cost of the city's engineer to inspect the work in progress and evaluate the plans and specifications with respect to the proposed recreational vehicle park;
- (f) Telephone numbers where the applicant may be contacted;
- (g) An affirmative statement that the applicant fully understands that no permit shall be issued until all the construction work has been completed in accordance with the requirements of this section, the Plumbing Code and all other ordinances of the city applicable thereto.
- (h) The application shall be accompanied by a fee as set in the city's fee schedule, plus any engineering fee payable to the General Fund of the city.

(2) Any license issued hereunder shall be valid for one year, and the owner or operator of such recreational vehicle park shall be required to apply annually for a renewal of the license from the city. The Building Official of the city is hereby designated as the official with the power to administer the licensing program described herein and to grant and deny all license applications.

(D) *Specifications for recreational vehicle park.* A recreational vehicle park must be a minimum of one acre in size and must comply with the terms and provisions of this section and the provisions of state law. A recreational vehicle park shall meet the minimum requirements specified as follows:

- (1) *Minimum number of spaces.* A recreational vehicle park shall contain at least four contiguous recreational vehicle spaces.
- (2) *Space size requirements.* Each space within a recreational vehicle park shall be at least 60 feet in length by 30 feet in width.
- (3) *Setbacks.* No recreational vehicle may be placed on any space in a recreational vehicle park in the city in such a manner that any part of the recreational vehicle or any extension thereto is situated within ten feet of any side space line

whenever the space is bordered by a space on either side of such space so occupied, and is set back less than 20 feet from the front line. The front line is deemed to be the line of the space which adjoins a street or roadway. Whenever space is situated at an intersection of two different streets, or roadways, the recreational vehicle or any extension thereof shall not be parked nearer than ten feet from the inside space line and not nearer than ten feet from the side space line adjacent to the intersecting street and not nearer than 20 feet to the front property line. A rear setback line shall be five feet from the rear property line.

(4) *Recreational vehicle pad.* A concrete pad ten feet wide and 60 feet long shall be located on each lot. The concrete pad shall include six by six by ten wire mesh for reinforcement.

(5) *Hook-ups.* Each recreational vehicle space shall be hooked to the city water and sewer system. Water, sewer and electrical hook-ups shall meet all current codes of the city.

(6) *Off-street parking.* Each recreational vehicle space shall have adequate off-street parking for all anticipated vehicles.

(7) *Fencing.* A fence approved by the city shall be installed in the boundary of the recreational vehicle park.

(8) *Removal in storms.* If a hurricane located in the Gulf of Mexico is predicted to strike the local area as determined by the Emergency Management Coordinator, all recreational vehicles shall be removed from the recreational vehicle park to a protected area outside the city limits at least 72 hours prior to the predicted hurricane strike.

(9) Each recreational vehicle located in the recreational vehicle park shall have direct access to a public or private street. A public street constructed within the recreational vehicle park shall meet all standards and requirements established in the subdivision ordinance of the city. Any private street constructed within the recreational vehicle park shall be a minimum of 28 feet in width, must be approved by the city and must be of either asphalt or concrete construction.

(E) *Granting of use and occupancy permit.* The Building Official of the city shall make a prompt investigation of any application for a use and occupancy permit as specified in this section, and shall grant the application for permit if the recreational vehicle meets the requirements specified herein. Failure of the applicant for a permit to meet all the requirements of this section, shall be grounds for refusal to allow the applicant to connect to the water, sewer, and/or gas service of the city and shall further be grounds for denial of the permit. Any such application shall be deemed approved and granted unless the Building Official denies the application in writing within 45 days from receipt of the application setting forth the reason for such denial.

(F) *Inspection.* Officials of the city may enter the premises of any proposed or existing place where any recreational vehicle is located, in order to inspect for compliance with this section.

(G) *Nonliability.* The city and its officers, agents and employees shall have no liability of any nature for any actions, omissions, or other matters in any way concerning the subject matter of this section.

(H) *Violations and penalties.*

(1) Any person, firm or corporation who commits any of the following shall be guilty of a misdemeanor, and upon conviction thereof shall be fined not more than \$500:

(a) Any violation of this section; or

(b) Providing false information to a city official concerning licensing or permitting under this section or compliance with this section.

(2) Each day or portion of a day during which any violation occurs or continues shall be a separate offense.

(Ord. 104-99, passed 5-10-99; Am. Ord. 105, passed 6-15-99; Am. Ord. 105-13, passed 5-28-13; Am. Ord. 104-18, passed 5-15-18; Am. Ord. 101-21, passed 3-16-21) Penalty, see § 151.99

Cross-reference:

Fee schedule, see § 38.01



AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Meeting Date	02/21/2023	Agenda Item	
Approved by City Manager		Presenter(s)	Michelle Medina
Reviewed by City Attorney		Department	Sweeny EDC
Subject	Lou Ella’s Grant Incentive Obligation		
Attachments	Performance Agreement, Sales Tax paid report and Termination Agreement		
Financial Information	Expenditure Required:		
	Amount Budgeted:		
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

Lou Ella’s Old Fashion BBQ received a grant incentive for \$50,000 and had a 10-year performance or meet sales tax and utility revenue. They have submitted their sales tax report and have exceeded the amount needed to fulfill their obligation. They have collected over \$76,082.61 since the performance agreement was entered into December 2016.

Recommended Action

Approve the Termination Agreement.

Lue Ella's

Item 8.

SWEENY ECONOMIC DEVELOPMENT CORPORATION GRANT AGREEMENT

With Lue Ella's Old Fashion BBQ

2016
10/15

This memorandum of agreement is made this 15 day of September, 2016 between the SWEENY ECONOMIC DEVELOPMENT CORPORATION, a State of Texas Section 4[B] economic development corporation, hereafter referred to as SEDC, and Darrell James, doing business as "Lue Ella's Old Fashion BBQ", hereafter referred to as Second Party:

WITNESSETH:

SEDC desires to make a grant to Second Party of \$50,000.00 on the terms outlined in this agreement; and


Second Party agrees to the terms and conditions of the grant being made by SEDC including the placing of a lien against the real property for which the grant is to be expanded.

As consideration for the grant of \$50,000.00 made by SEDC, Second Party agrees to the following:

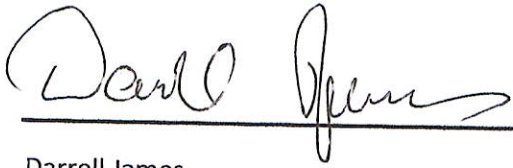
Second Party agrees to operate a Restaurant with water, sewer and gas provided by the City of Sweeny, at 105 N. Main Street, Sweeny, Texas 77480. Mr. James is currently in a five year lease agreement with the Landlord of the building.

1. Second Party further agrees to comply with all pertinent ordinances and codes in operating such business entity.
2. SEDC and Second Party agree that the grant shall be forgiven by SEDC at a prorated amount of 10% or \$5000.00 per year in sales tax and utility revenue to the City of Sweeny for each full year that "Lue Ella's Old Fashion BBQ" business entity is operating at the location described herein, with the first year beginning on the date that this agreement is executed by the parties. Should the property cease to be "Lue Ella's Old Fashion BBQ" business entity at any prior to the expiration of ten [10] years from the date of this agreement, Second Party will be in default under the terms of this grant agreement, and shall be liable to pay any and all remaining unforgiving sums to SEDC within thirty [30] days after receiving notice of default. The amount due and payable by Second Party to SEDC shall be the amount which has not been forgiven by SEDC pursuant to the terms outlined herein.
3. SEDC and Second Party agree to cooperate in executing any further documents or performing any other work necessary to complete this agreement.

SEDC


By: Neal Bess Jr., President of SEDC

SECOND PARTY


Darrell James

TERMINATION OF ORIGINAL AGREEMENT

This Termination of Original Agreement (hereinafter referred to as the "Termination Agreement") is hereby entered into on the ___ day of _____, 2023, by the **SWEENEY ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the "SEDC") and **DARRELL JAMES** d/b/a Lue Ella's Old Fashion BBQ (hereinafter referred to as the "Developer").

R E C I T A L S:

WHEREAS, on or about December 13, 2016, the SEDC and Developer entered into the original Sweeny Economic Development Corporation Grant Agreement concerning the Lue Ella's Old Fashion BBQ located within the City of Sweeny, Texas (hereinafter referred to as the "Original Agreement"); and

WHEREAS, Developer has complied with all terms and conditions of the Original Agreement; and

WHEREAS, the SEDC and Developer now desire to terminate the Original Agreement and any amendments related thereto.

NOW, THEREFORE, for and in consideration of the foregoing premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, SEDC and Developer covenant and agree as follows:

SECTION 1. FINDINGS INCORPORATED.

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

SECTION 2. TERMINATION OF ORIGINAL AGREEMENT AND ANY AMENDMENTS.

- (a) The Original Agreement and any amendments related thereto by and between the SEDC and Developer are hereby terminated.
- (b) SEDC and Developer covenant and agree that each party shall have no further obligation to the other party under the Original Agreement and any amendments related thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Termination Agreement on the day and year first above-written (the “Effective Date”).

SEDC:

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

By: _____
 , President
Date Signed: _____

DEVELOPER:

DARRELL JAMES

By: _____
Date Signed: _____

LUE ELLA'S BBQ
TOTAL SALES TAX PAID IN
FROM 2017-2022

← Back

Sales and Use Tax

Taxpayer: 32017310668, DARRELL L JAMES
Address: 105 CARVER ST, WEST COLUMBIA TX 77486-2829
Tax Type: Sales and Use Tax

View Transaction History

Return to Main Menu

Transaction Type ↑↓	Date and Time ↑↓	Reference Number ↑↓	Period ↑↓	End Date ↑↓	Amount ↑↓	Status ↑↓
Original Return	01/22/23 23:50:11	2223019858	2212	12/31/2022	\$300.22	Processed
Payment	01/22/23 23:50:10	2223019863	2212	12/31/2022	\$365.23	Processed
Original Return	01/19/23 06:07:48	1923006143	2211	11/30/2022	\$497.31	Processed
Payment	01/19/23 06:07:48	1923006155	2211	11/30/2022	\$572.18	Processed
Original Return	01/19/23 06:03:02	1923006067	2210	10/31/2022	\$435.35	Processed
Payment	01/19/23 06:03:02	1923006101	2210	10/31/2022	\$572.42	Processed
Original Return	10/21/22 09:24:46	29422071062	2209	09/30/2022	\$529.24	Processed
Payment	10/21/22 09:24:46	29422071393	2209	09/30/2022	\$605.71	Processed
Original Return	10/03/22 07:42:10	27622002122	2208	08/31/2022	\$433.21	Processed
Payment	10/03/22 07:42:10	27622002184	2208	08/31/2022	\$504.87	Processed

PERSONAL AND CONFIDENTIAL

General Business

Original Return	08/30/22 15:00:29	24222091754	2207	07/31/2022	\$626.26	Processed
Payment	08/30/22 15:00:28	24222092056	2207	07/31/2022	\$707.57	Processed Item 8.
Original Return	07/21/22 07:47:25	20222007307	2206	06/30/2022	\$425.70	Processed
Payment	07/21/22 07:47:24	20222007348	2206	06/30/2022	\$496.99	Processed
Original Return	07/07/22 09:50:20	18822031320	2205	05/31/2022	\$471.08	Processed
Payment	07/07/22 09:50:18	18822031530	2205	05/31/2022	\$544.63	Processed
Original Return	05/31/22 12:03:58	15122038501	2204	04/30/2022	\$0.00	Processed
Payment	05/31/22 12:03:56	15122038815	2204	04/30/2022	\$52.00	Processed
Payment	04/20/22 06:03:53	11022007296	2111	11/30/2021	\$687.74	Processed
Original Return	04/20/22 05:57:53	11022007171	2203	03/31/2022	\$385.28	Processed
Payment	04/20/22 05:57:51	11022007207	2203	03/31/2022	\$383.35	Processed
Payment	04/01/22 21:47:54	9122196597	2110	10/31/2021	\$554.16	Processed
Payment	04/01/22 21:45:21	9122196580	2109	09/30/2021	\$746.26	Processed
Original Return	03/21/22 10:37:45	8022140482	2202	02/28/2022	\$0.00	Processed
Payment	03/01/22 11:29:34	6022092324	2108	08/31/2021	\$712.98	Processed
Original Return	02/16/22 15:25:03	4722129992	2201	01/31/2022	\$400.70	Processed
Payment	02/16/22 15:25:01	4722130559	2201	01/31/2022	\$398.69	Processed
Payment	01/24/22 15:38:29	2422098068	2112	12/31/2021	\$419.29	Processed
Payment	01/24/22 15:36:37	2422097698	2107	07/31/2021	\$658.19	Processed
Original Return	01/24/22 15:13:12	2422092497	2112	12/31/2021	\$351.70	Processed
Original Return	01/24/22 15:11:40	2422092176	2111	11/30/2021	\$528.33	Processed
Original Return	01/24/22 15:09:38	2422091771	2110	10/31/2021	\$417.29	Processed
Original Return	11/20/21 06:48:57	32421007704	2109	09/30/2021	\$574.53	Processed
Original Return	11/20/21 06:46:37	32421007696	2108	08/31/2021	\$520.66	Processed
Original Return	11/20/21 06:43:37	32421007690	2107	07/31/2021	\$502.10	Processed

PERSONAL AND CONFIDENTIAL

Original Return	07/21/21 11:58:31	20221058577	2106	06/30/2021	\$575.77	Processed
Payment	07/21/21 11:58:29	531230824	2106	06/30/2021	\$669.54	Processed
Original Return	07/21/21 11:53:04	20221057601	2105	05/31/2021	\$474.62	Processed
Payment	07/21/21 11:53:02	531230360	2105	05/31/2021	\$560.94	Processed
Original Return	06/07/21 09:22:47	15821050446	2104	04/30/2021	\$700.26	Processed
Payment	06/07/21 09:22:39	15821050430	2104	04/30/2021	\$785.28	Processed
Payment	06/07/21 09:16:42	15821049501	2102	02/28/2021	\$859.56	Processed
Payment	06/07/21 09:15:03	15821049209	2101	01/31/2021	\$935.16	Processed
Original Return	05/10/21 13:06:11	13021140360	2103	03/31/2021	\$702.08	Processed
Payment	05/10/21 13:06:07	13021140341	2103	03/31/2021	\$787.18	Processed
Original Return	03/16/21 10:16:19	7521065540	2102	02/28/2021	\$715.11	Processed
Original Return	03/16/21 10:14:01	7521065090	2101	01/31/2021	\$734.91	Processed
Original Return	01/12/21 07:55:30	1221034783	2012	12/31/2020	\$1,056.00	Processed
Payment	01/12/21 07:55:30	1221034782	2012	12/31/2020	\$1,050.72	Processed
Original Return	01/12/21 07:49:59	1221034538	2011	11/30/2020	\$791.26	Processed
Payment	01/12/21 07:49:58	1221034537	2011	11/30/2020	\$880.82	Processed
Original Return	11/30/20 12:47:07	33520060584	2010	10/31/2020	\$835.40	Processed
Payment	11/30/20 12:47:07	33520060583	2010	10/31/2020	\$927.17	Processed
Original Return	10/31/20 08:14:25	30520400103	2009	09/30/2020	\$525.61	Processed
Payment	10/31/20 08:14:25	30520400102	2009	09/30/2020	\$601.89	Processed
Original Return	09/21/20 09:38:25	26520049270	2008	08/31/2020	\$0.00	Processed
Original Return	08/11/20 08:43:04	22420021590	2007	07/31/2020	\$739.94	Processed
Payment	08/11/20 08:43:04	22420021589	2007	07/31/2020	\$736.24	Processed
Original Return	08/11/20 08:38:03	22420020525	2006	06/30/2020	\$713.87	Processed

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PERSONAL AND CONFIDENTIAL

General Business

Payment	08/11/20 08:38:03	22420020523	2006	06/30/2020	\$799.56	Processed
Payment	06/24/20 10:57:36	17620065724	2005	05/31/2020	\$693.00	Pr Item 8.
Original Return	06/08/20 14:25:43	16020095188	2005	05/31/2020	\$660.00	Processed
Original Return	05/05/20 12:24:14	12620063634	2004	04/30/2020	\$0.00	Processed
Original Return	04/03/20 08:39:50	9420019356	2003	03/31/2020	\$748.11	Processed
Payment	04/03/20 08:39:50	9420019353	2003	03/31/2020	\$744.37	Processed
Original Return	04/03/20 08:33:07	9420018141	2002	02/29/2020	\$227.87	Processed
Payment	04/03/20 08:33:07	9420018140	2002	02/29/2020	\$289.26	Processed
Original Return	04/03/20 08:27:14	9420017156	2001	01/31/2020	\$491.37	Processed
Payment	04/03/20 08:27:13	9420017152	2001	01/31/2020	\$639.65	Processed
Original Return	04/03/20 08:25:05	9420016712	1912	12/31/2019	\$572.80	Processed
Payment	04/03/20 08:25:05	9420016711	1912	12/31/2019	\$738.35	Processed
Original Return	12/19/19 10:16:06	35319054815	1911	11/30/2019	\$501.60	Processed
Payment	12/19/19 10:16:06	35319054813	1911	11/30/2019	\$499.09	Processed
Original Return	12/19/19 10:06:08	35319052353	1910	10/31/2019	\$588.56	Processed
Payment	12/19/19 10:06:08	35319052352	1910	10/31/2019	\$667.98	Processed
Original Return	10/21/19 13:35:20	29419182702	1909	09/30/2019	\$568.76	Processed
Payment	10/21/19 13:35:20	29419182700	1909	09/30/2019	\$565.92	Processed
Original Return	10/21/19 13:22:31	29419177931	1908	08/31/2019	\$608.93	Processed
Payment	10/21/19 13:22:31	29419177929	1908	08/31/2019	\$689.38	Processed
Original Return	09/02/19 09:09:06	24519073434	1907	07/31/2019	\$556.05	Proc 100
Payment	09/02/19 09:09:05	24519073433	PERSONAL AND CONFIDENTIAL		\$633.85	Processed

Original Return	07/23/19 08:43:09	20419023277	1906	06/30/2019	\$443.36	Processed
Payment	07/23/19 08:43:08	20419023276	1906	06/30/2019	\$515.52	Processed
Original Return	07/01/19 06:53:34	18219057419	1905	05/31/2019	\$636.08	Processed
Payment	07/01/19 06:53:33	18219057418	1905	05/31/2019	\$717.88	Processed
Original Return	05/21/19 15:14:42	14119097022	1904	04/30/2019	\$398.64	Processed
Payment	05/21/19 15:14:42	14119097018	1904	04/30/2019	\$468.57	Processed
Original Return	04/25/19 08:09:46	11519045448	1903	03/31/2019	\$840.26	Processed
Payment	04/25/19 08:09:45	11519045446	1903	03/31/2019	\$932.28	Processed
Original Return	03/23/19 06:18:41	8219004423	1902	02/28/2019	\$664.62	Processed
Payment	03/23/19 06:18:41	8219004422	1902	02/28/2019	\$747.86	Processed
Original Return	02/25/19 14:44:04	5619117906	1901	01/31/2019	\$404.00	Processed
Payment	02/25/19 14:44:03	5619117902	1901	01/31/2019	\$474.20	Processed
Original Return	01/22/19 16:08:23	2219176757	1812	12/31/2018	\$639.87	Processed
Payment	01/22/19 16:08:23	2219176753	1812	12/31/2018	\$636.67	Processed
Original Return	12/24/18 09:05:17	35818021003	1811	11/30/2018	\$662.72	Processed
Payment	12/24/18 09:05:16	35818021002	1811	11/30/2018	\$745.85	Processed
Original Return	11/26/18 04:43:10	33018000169	1810	10/31/2018	\$344.19	Processed
Payment	11/26/18 04:43:09	33018000168	1810	10/31/2018	\$411.40	Processed
Original Return	10/22/18 04:10:21	29518001254	1809	09/30/2018	\$457.05	Processed
Payment	10/22/18 04:10:21	29518001253	1809	09/30/2018	\$454.77	Processed
Original Return	09/26/18 06:18:26	26918001963	1808	08/31/2018	\$275.96	Processed
Payment	09/26/18 06:18:25	26918001962	1808	08/31/2018	\$339.76	Processed
Payment	09/18/18 10:42:48	26118043713	1807	07/31/2018	\$449.17	Processed
Original Return	08/27/18 12:28:32	23918076446	1807	07/31/2018	\$380.16	Processed

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PERSONAL AND CONFIDENTIAL

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Payment	08/27/18 12:28:31	23918076445	1807	07/31/2018	\$449.17	Processed
Payment	08/02/18 13:49:08	21418070891	1806	06/30/2018	\$396.16	Processed Item 8.
Original Return	07/24/18 06:46:00	20518002362	1806	06/30/2018	\$329.67	Processed
Original Return	06/25/18 08:56:38	17618036531	1805	05/31/2018	\$418.11	Processed
Payment	06/25/18 08:56:38	17618036530	1805	05/31/2018	\$489.02	Processed
Original Return	05/20/18 20:43:27	14018012375	1804	04/30/2018	\$380.00	Processed
Payment	05/20/18 20:43:27	14018012374	1804	04/30/2018	\$378.10	Processed
Original Return	04/23/18 08:08:22	11318004007	1803	03/31/2018	\$369.35	Processed
Payment	04/23/18 08:08:22	11318004005	1803	03/31/2018	\$437.82	Processed
Original Return	03/20/18 13:57:39	7918162979	1802	02/28/2018	\$336.68	Processed
Payment	03/20/18 13:57:38	7918162977	1802	02/28/2018	\$334.99	Processed
Original Return	02/20/18 14:39:15	5118140333	1801	01/31/2018	\$301.54	Processed
Payment	02/20/18 14:39:15	5118140332	1801	01/31/2018	\$300.03	Processed
Payment	01/24/18 08:54:42	2418027833	1712	12/31/2017	\$194.49	Processed
Original Return	01/22/18 15:01:24	2218163856	1712	12/31/2017	\$185.21	Processed
Original Return	12/20/17 15:07:43	35417163730	1711	11/30/2017	\$398.64	Processed
Payment	12/20/17 15:07:43	273410816	1711	11/30/2017	\$405.82	Processed
Payment	11/25/17 02:42:48	270198266	1710	10/31/2017	\$514.72	Processed
Original Return	11/25/17 02:34:56	32917000039	1710	10/31/2017	\$431.56	Processed
Original Return	10/23/17 14:18:37	29617096564	1709	09/30/2017	\$503.42	Processed
Payment	10/23/17 14:18:37	29617096562	1709	09/30/2017	\$578.59	Processed
Original Return	10/23/17 14:12:11	29617093251	1708	08/31/2017	\$241.97	Processed
Payment	10/23/17 14:12:10	29617093250	1708	08/31/2017	\$304.07	Processed 102
Original Return	08/21/17 08:02:26	23317008205	1707	07/31/2017	\$363.99	Processed
PERSONAL AND CONFIDENTIAL						
General Business						

Payment	08/21/17 08:02:25	23317008202	1707	07/31/2017	\$362.17	Processed
Payment	07/31/17 14:33:11	257746654	1706	06/30/2017	\$527.19	Processed
Original Return	07/20/17 08:44:18	20117021756	1706	06/30/2017	\$490.79	Processed
Original Return	06/20/17 11:06:34	17117056939	1705	05/31/2017	\$582.12	Processed
Payment	06/20/17 11:06:33	17117056927	1705	05/31/2017	\$579.20	Processed
Original Return	05/23/17 15:20:53	14317153865	1704	04/30/2017	\$499.46	Processed
Payment	05/23/17 15:20:52	249996526	1704	04/30/2017	\$587.60	Processed
Payment	04/25/17 09:52:36	11517091232	1703	03/31/2017	\$601.97	Processed
Original Return	04/19/17 15:02:39	10917136278	1703	03/31/2017	\$573.29	Processed
Payment	03/29/17 09:11:49	8817029347	1702	02/28/2017	\$593.39	Processed
Original Return	03/20/17 22:29:00	7917239077	1702	02/28/2017	\$565.13	Processed
Original Return	02/20/17 15:10:15	5117053498	1701	01/31/2017	\$912.45	Processed
Payment	02/20/17 15:10:15	5117053496	1701	01/31/2017	\$907.88	Processed

Item 8.



AGENDA MEMO

Business of the City Council City of Sweeny, Texas

Meeting Date	02.21.2023	Agenda Item	
Approved by City Manager	Yes	Presenter(s)	Shawn Massey, Parks Board Lindsay Koskiniemi, City Manager
Reviewed by City Attorney	No	Department	Parks and Recreation
Subject	Update from Parks and Recreation on equipment and lighting.		
Attachments	Renderings for Backyard Park and MLK Park playground equipment.		
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

New Parks Equipment:

At the January 17, 2023 regular Council meeting, the City Council approved the Parks and Recreation Committee to work directly with Cunningham/Gametime utilizing the Buy Board contract to customize new playground equipment and submit the order.

The group has completed the selection process, and the City has issued the purchase order for the provision of the new playground equipment at Backyard Park and MLK Park. The vendor has prepared renderings.

Lighting:

Upgrades to the lighting at the Veterans Memorial Park have been completed.

Work is in progress to upgrade the lighting at Gazebo Park and MLK Park.

Picture of Veterans Memorial Park lighting included.



AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Item 9.





AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Item 9.

Recommended Action

No action needed – update only.

City of Sweeny Blakie

Item 9.

Design • Build •



City of Sweeny Aloft

Item 9.

Design • Build •



View



AGENDA MEMO

Business of the City Council City of Sweeny, Texas

Meeting Date	02.21.2023	Agenda Item	
Approved by City Manager	Yes	Presenter(s)	Lindsay Koskiniemi, City Manager
Reviewed by City Attorney	No	Department	Finance (Fixed Assets)
Subject	Update on creation of comprehensive schedule of fixed assets.		
Attachments	Fixed asset schedules for General Fund and Enterprise Fund		
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

City Council instructed City Manager to compile a list of fixed assets with associated conditions for budgeting and planning purposes. The schedules for the General Fund and Enterprise Fund were obtained from KM&L, the City’s financial auditor, however, several of the assets need to be updated. Staff is currently working to complete the list of city-owned fixed assets in all departments to update/reconcile the existing fixed asset and depreciation schedules and to assign conditions on a scale of 1 to 5, with 5 indicating the most immediate need for repair or replacement.

This project will be complete prior to budget hearings for Fiscal Year 2023-2024 preparation.

Recommended Action

No action recommended.

Book Group Summary 10/01/20 - 9/30/21

FYE: 9/30/2021

Group	Cost Beginning	Cost Acquisitions	Cost Disposals	Cost Ending	Depreciation Prior	Depreciation Additions	Depreciation Reductions	Depreciation Ending
Buildings	1,219,075.49	0.00	0.00	1,219,075.49	832,272.01	23,116.25	0.00	855,388.26
Equipment	1,340,844.65	31,908.23	0.00	1,372,752.88	1,261,687.44	24,499.74	0.00	1,286,187.18
Infrastructure	1,097,916.73	0.00	0.00	1,097,916.73	463,304.88	59,065.65	0.00	522,370.53
Land	342,800.00	0.00	0.00	342,800.00	0.00	0.00	0.00	0.00
Land Improvements	407,572.70	0.00	0.00	407,572.70	209,468.15	22,011.02	0.00	231,479.17
Grand Total	<u>4,408,209.57</u>	<u>31,908.23</u>	<u>0.00</u>	<u>4,440,117.80</u>	<u>2,766,732.48</u>	<u>128,692.66</u>	<u>0.00</u>	<u>2,895,425.14</u>

KM&L notes the above summary ties back to the Fixed asset schedule at 3001.03 w/o/m/e.

Book Current Year Additions

FYE: 9/30/2021

Asset	Property Description	Date In Service	Book Cost
Group: Equipment			
260	Big Star Ford- 2019 PD New Vehicle	9/20/21	31,908.23
		Equipment	<u>31,908.23</u>
		Grand Total	<u>31,908.23</u>

KM&L notes that there was a purchase of a new vehicle out of fund 415 in the current year. Reviewed invoice - appears reasonable. Ties to addition at 3001.03

Banner: Book Current Year Disposals

FYE: 9/30/2021

***** NO ASSETS MEET THIS REPORT'S PRINT CRITERIA *****
Please check the print options for this report.

No Disposals in CY

Note: By default, assets that are in a Misc activity are not included in reports.
To include Misc activity assets either change the report's print options or reassign the assets to another activity.
For more information, see Help > Additional Resources > Frequently Asked Questions.

Assets selected:

Activities:
General Fund

Groups:
All included

Locations:
All included

Types:
All included

Divisions:
All included

Asset presentation:

First Sort: Group	Subtitle: YES Case sensitive: NO	Subtotal: YES Sort: None	Page break: NO
Second Sort: None	Subtitle: NO Case sensitive: NO	Subtotal: NO Sort: None	Page break: NO
Third Sort: None	Subtitle: NO Case sensitive: NO	Subtotal: NO Sort: None	Page break: NO

Book Asset Detail 10/01/20 - 9/30/21

FYE: 9/30/2021

KM&L NOTES THAT DEPRECIATION IS RECALCULATED THROUGH OUR FIXED ASSET CS PROGRAM 100%.

Asset	d t	Property Description	Date In Service	Book Cost	Book Sec 179 Exp c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: Buildings												
115		City Hall	11/20/91	75,600.00	0.00	0.00	56,053.80	1,938.46	57,992.26	17,607.74	S/L	39.00
127		Old Police Station/Chamber Buildin	10/01/40	179,548.00	0.00	0.00	179,548.00	0.00	179,548.00	0.00	S/L	39.00
170		Fire Station Bu	1/30/70	138,000.00	0.00	0.00	138,000.00	0.00	138,000.00	0.00	S/L	39.00
173		Library/ Com Cen	10/21/82	287,000.00	0.00	0.00	279,640.86	7,359.14	287,000.00	0.00	S/L	39.00
181		Fire Station Bu	11/18/03	4,980.00	0.00	0.00	2,160.09	127.69	2,287.78	2,692.22	S/L	39.00
195		Sweeny Senior Citizen's Center	1/24/06	242,588.14	0.00	0.00	91,229.75	6,220.21	97,449.96	145,138.18	S/L	39.00
196		20x12 Fire Station Door	6/09/06	4,225.00	0.00	0.00	1,552.73	108.33	1,661.06	2,563.94	S/L	39.00
199		New Police Station	1/22/07	111,283.84	0.00	0.00	38,996.88	2,853.43	41,850.31	69,433.53	S/L	39.00
211		Fire Building	9/30/10	98,237.41	0.00	0.00	25,189.10	2,518.91	27,708.01	70,529.40	S/L	39.00
215		Annexation	9/30/10	77,613.10	0.00	0.00	19,900.80	1,990.08	21,890.88	55,722.22	S/L	39.00
		Buildings		<u>1,219,075.49</u>	<u>0.00</u> c	<u>0.00</u>	<u>832,272.01</u>	<u>23,116.25</u>	<u>855,388.26</u>	<u>363,687.23</u>		
Group: Equipment												
1		Sylvania 17" Co	10/12/99	194.99	0.00	0.00	194.99	0.00	194.99	0.00	S/L	5.00
2		Handgun, Lorcin	9/30/85	150.00	0.00	0.00	150.00	0.00	150.00	0.00	S/L	25.00
3		Handgun, Lorcin	9/30/85	150.00	0.00	0.00	150.00	0.00	150.00	0.00	S/L	25.00
4		Handgun, Davis	9/30/95	150.00	0.00	0.00	150.00	0.00	150.00	0.00	S/L	25.00
5		Handgun, Lorcin	9/30/95	150.00	0.00	0.00	150.00	0.00	150.00	0.00	S/L	25.00
6		Handgun, Lorcin	3/28/01	150.00	0.00	0.00	117.50	6.00	123.50	26.50	S/L	25.00
7		Shotgun, Remington	9/30/86	200.00	0.00	0.00	200.00	0.00	200.00	0.00	S/L	25.00
8		Shotgun, H&R Si	9/30/86	200.00	0.00	0.00	200.00	0.00	200.00	0.00	S/L	25.00
9		Shotgun, High St	9/30/58	200.00	0.00	0.00	200.00	0.00	200.00	0.00	S/L	25.00
10		Shotgun, Winchester	8/26/86	200.00	0.00	0.00	200.00	0.00	200.00	0.00	S/L	25.00
11		Shotgun, Norinc	3/05/02	168.00	0.00	0.00	124.88	6.72	131.60	36.40	S/L	25.00
12		Shotgun, Norinc	3/05/02	168.00	0.00	0.00	124.88	6.72	131.60	36.40	S/L	25.00
13		Shotgun, Norinc	3/05/02	168.00	0.00	0.00	124.88	6.72	131.60	36.40	S/L	25.00
14		Rifle, KBI Inc	9/30/98	400.00	0.00	0.00	353.33	16.00	369.33	30.67	S/L	25.00
25		Camera, Polariod	9/02/99	750.00	0.00	0.00	750.00	0.00	750.00	0.00	S/L	7.00
26		Slide Projector	10/01/80	150.00	0.00	0.00	150.00	0.00	150.00	0.00	S/L	5.00
27		Camera, Polariod	5/26/95	134.99	0.00	0.00	134.99	0.00	134.99	0.00	S/L	7.00
28		Digital Camera	6/23/98	699.00	0.00	0.00	699.00	0.00	699.00	0.00	S/L	7.00
29		Digital Video Camera	10/30/01	1,054.90	0.00	0.00	1,054.90	0.00	1,054.90	0.00	S/L	7.00
30		Photographic Li	10/30/95	100.00	0.00	0.00	100.00	0.00	100.00	0.00	S/L	7.00
31		Generator, Gene	7/27/99	6,152.66	0.00	0.00	6,152.66	0.00	6,152.66	0.00	S/L	20.00
32		Bicycle, Boys 2	10/01/01	100.00	0.00	0.00	100.00	0.00	100.00	0.00	S/L	7.00
33		Bicycle, Girls 2	10/01/01	100.00	0.00	0.00	100.00	0.00	100.00	0.00	S/L	7.00
34		Bicycle Helmet	10/01/01	15.00	0.00	0.00	15.00	0.00	15.00	0.00	S/L	7.00
35		Bicycle Helmet	10/01/01	15.00	0.00	0.00	15.00	0.00	15.00	0.00	S/L	7.00
36		Bicycle Helmet	10/01/01	39.00	0.00	0.00	39.00	0.00	39.00	0.00	S/L	7.00
38		Laminator, Seal	1/30/98	129.99	0.00	0.00	130.00	0.00	130.00	-0.01	S/L	7.00
39		Typewriter, Bro	9/24/01	144.88	0.00	0.00	144.88	0.00	144.88	0.00	S/L	7.00
42		Shotgun Racks	3/29/01	555.00	0.00	0.00	555.00	0.00	555.00	0.00	S/L	7.00
43		Telephone System	10/02/93	1,990.00	0.00	0.00	1,990.00	0.00	1,990.00	0.00	S/L	15.00
44		Copier, Minolta	4/18/02	1,173.50	0.00	0.00	1,173.50	0.00	1,173.50	0.00	S/L	7.00
45		TV, GE 12" Color	10/01/98	120.00	0.00	0.00	120.00	0.00	120.00	0.00	S/L	7.00
46		VCR, Emerson	10/01/89	100.00	0.00	0.00	100.00	0.00	100.00	0.00	S/L	7.00
47		VCR-Portable	10/01/89	200.00	0.00	0.00	200.00	0.00	200.00	0.00	S/L	7.00

Book Asset Detail 10/01/20 - 9/30/21

FYE: 9/30/2021

Asset	d t	Property Description	Date In Service	Book Cost	Book Sec 179 Exp c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: Equipment (continued)												
48		Radar Hawl	10/01/90	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	0.00	S/L	7.00
49		Radar Kustom S	10/01/90	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	0.00	S/L	7.00
50		Radar Kustom S	10/01/90	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	0.00	S/L	7.00
51		Microwave Oven	10/01/92	50.00	0.00	0.00	50.00	0.00	50.00	0.00	S/L	7.00
52		Refrigerator	1/19/01	150.00	0.00	0.00	150.00	0.00	150.00	0.00	S/L	7.00
53		Toast Oven	1/19/01	50.00	0.00	0.00	50.00	0.00	50.00	0.00	S/L	7.00
54		Printer/Fax/Copier	1/19/01	699.00	0.00	0.00	699.00	0.00	699.00	0.00	S/L	7.00
60		Printer HP Des	10/01/01	200.00	0.00	0.00	200.00	0.00	200.00	0.00	S/L	7.00
61		Printer HP Des	10/01/94	150.00	0.00	0.00	150.00	0.00	150.00	0.00	S/L	7.00
62		Printer HP Las	10/01/97	700.00	0.00	0.00	700.00	0.00	700.00	0.00	S/L	7.00
63		5 Drawer Filing Cabinet	10/01/80	400.00	0.00	0.00	400.00	0.00	400.00	0.00	S/L	5.00
64		4 Drawer Filing Cabinet	1/01/80	900.00	0.00	0.00	900.00	0.00	900.00	0.00	S/L	50.00
65		2 Drawer Filing Cabinet	10/01/80	150.00	0.00	0.00	150.00	0.00	150.00	0.00	S/L	5.00
66		5 Drawer Filing Cabinet	10/01/82	50.00	0.00	0.00	50.00	0.00	50.00	0.00	S/L	5.00
67		Evidence Locker	10/01/82	600.00	0.00	0.00	600.00	0.00	600.00	0.00	S/L	5.00
68		Executive Chair	10/01/82	200.00	0.00	0.00	200.00	0.00	200.00	0.00	S/L	5.00
69		Chairs (27)	10/01/79	800.00	0.00	0.00	800.00	0.00	800.00	0.00	S/L	50.00
70		Tables (4)	10/01/79	600.00	0.00	0.00	600.00	0.00	600.00	0.00	S/L	5.00
71		Desks (12)	10/01/75	3,600.00	0.00	0.00	3,600.00	0.00	3,600.00	0.00	S/L	5.00
72		Books Shelves	10/01/75	100.00	0.00	0.00	100.00	0.00	100.00	0.00	S/L	5.00
73		Utility Stands	10/01/75	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	0.00	S/L	5.00
74		Executive Chair	1/29/02	99.87	0.00	0.00	99.87	0.00	99.87	0.00	S/L	7.00
78		2001 Ford Crown	10/09/01	22,300.00	0.00	0.00	22,300.00	0.00	22,300.00	0.00	S/L	5.00
79		2001 Ford Crown	10/09/01	24,800.00	0.00	0.00	24,800.00	0.00	24,800.00	0.00	S/L	5.00
80		2003 Ford Crown	10/11/02	24,418.00	0.00	0.00	24,418.00	0.00	24,418.00	0.00	S/L	5.00
97		Mower, Exmark 2	4/17/02	5,851.23	0.00	0.00	5,851.23	0.00	5,851.23	0.00	S/L	7.00
98		Mower, Bush Hog	10/11/01	772.00	0.00	0.00	772.00	0.00	772.00	0.00	S/L	7.00
99		Executive Mahog	8/23/00	980.00	0.00	0.00	980.00	0.00	980.00	0.00	S/L	7.00
100		Executive Mahog	8/23/00	980.00	0.00	0.00	980.00	0.00	980.00	0.00	S/L	7.00
101		Executive Mahog	8/23/00	980.00	0.00	0.00	980.00	0.00	980.00	0.00	S/L	7.00
102		Mahogany Credenza	9/30/00	669.00	0.00	0.00	669.00	0.00	669.00	0.00	S/L	7.00
103		File Cabinet	12/01/00	410.00	0.00	0.00	410.00	0.00	410.00	0.00	S/L	7.00
104		Typewriter	1/30/90	299.99	0.00	0.00	299.99	0.00	299.99	0.00	S/L	5.00
105		Fax Machine	10/01/97	219.00	0.00	0.00	219.00	0.00	219.00	0.00	S/L	7.00
106		Calculator, Vic	10/01/99	159.00	0.00	0.00	159.00	0.00	159.00	0.00	S/L	5.00
107		Calculator, Can	10/01/92	239.00	0.00	0.00	239.00	0.00	239.00	0.00	S/L	5.00
108		Calculator, Vic	9/01/00	159.00	0.00	0.00	159.00	0.00	159.00	0.00	S/L	5.00
109		Calculator, Sha	6/20/94	59.00	0.00	0.00	59.00	0.00	59.00	0.00	S/L	5.00
110		Copier, Xerox 5	3/21/95	6,642.00	0.00	0.00	6,642.00	0.00	6,642.00	0.00	S/L	5.00
111		Generator, 4W16	2/20/92	3,468.68	0.00	0.00	3,468.68	0.00	3,468.68	0.00	S/L	7.00
112		Sound System	3/30/92	1,488.00	0.00	0.00	1,488.00	0.00	1,488.00	0.00	S/L	7.00
113		Printer, Okidat	5/01/00	499.00	0.00	0.00	499.00	0.00	499.00	0.00	S/L	7.00
114		Refrigerator, R	6/01/98	599.00	0.00	0.00	599.00	0.00	599.00	0.00	S/L	7.00
116		Paper Shredder	11/19/91	109.88	0.00	0.00	109.88	0.00	109.88	0.00	S/L	7.00
117		Typewriter-Sh	5/01/99	149.99	0.00	0.00	149.99	0.00	149.99	0.00	S/L	5.00
119		AC/Heating Unit	6/08/89	4,950.00	0.00	0.00	4,950.00	0.00	4,950.00	0.00	S/L	15.00
120		Utility Trailer	9/01/89	550.00	0.00	0.00	550.00	0.00	550.00	0.00	S/L	7.00
128		Computer-Tiger	4/30/98	750.00	0.00	0.00	750.00	0.00	750.00	0.00	S/L	5.00
129		Monitor-15" Syl	4/30/98	150.00	0.00	0.00	150.00	0.00	150.00	0.00	S/L	5.00

Book Asset Detail 10/01/20 - 9/30/21

FYE: 9/30/2021

Asset	d t	Property Description	Date In Service	Book Cost	Book Sec 179 Exp c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: Equipment (continued)												
130		4 Drawer File Cabinet	9/23/80	100.00	0.00	0.00	100.00	0.00	100.00	0.00	S/L	10.00
131		2 Wooden Chairs	3/25/85	160.00	0.00	0.00	160.00	0.00	160.00	0.00	S/L	5.00
132		Paper Shredder	3/25/85	50.00	0.00	0.00	50.00	0.00	50.00	0.00	S/L	2.00
134		Sharp Typewriter	9/23/88	638.00	0.00	0.00	638.00	0.00	638.00	0.00	S/L	15.00
135		Brother Copier	1/10/02	589.00	0.00	0.00	589.00	0.00	589.00	0.00	S/L	5.00
136		HP Printer	8/20/99	149.00	0.00	0.00	149.00	0.00	149.00	0.00	S/L	5.00
137		Computer Monitor	10/01/00	199.00	0.00	0.00	199.00	0.00	199.00	0.00	S/L	5.00
139		Wooden Desk	10/01/00	250.00	0.00	0.00	250.00	0.00	250.00	0.00	S/L	10.00
140		Logitech Mouse	1/10/02	48.00	0.00	0.00	48.00	0.00	48.00	0.00	S/L	5.00
141		Starplus Phone	10/01/00	240.00	0.00	0.00	240.00	0.00	240.00	0.00	S/L	5.00
142		(48) Metal Frame	10/01/02	2,066.40	0.00	0.00	2,066.40	0.00	2,066.40	0.00	S/L	10.00
143		(3) Fabric Chair	10/19/02	150.00	0.00	0.00	150.00	0.00	150.00	0.00	S/L	10.00
144		Sentrie Metal D	7/25/02	250.00	0.00	0.00	250.00	0.00	250.00	0.00	S/L	10.00
145		Keyboard/computer	10/01/00	69.00	0.00	0.00	69.00	0.00	69.00	0.00	S/L	5.00
146		Phone (Starplus)	10/01/00	240.00	0.00	0.00	240.00	0.00	240.00	0.00	S/L	5.00
147		(6) Cloth Chair	11/19/93	534.00	0.00	0.00	534.00	0.00	534.00	0.00	S/L	7.00
148		Desk Chair	10/01/98	299.00	0.00	0.00	299.00	0.00	299.00	0.00	S/L	7.00
149		Wooden Desk	10/01/98	799.00	0.00	0.00	799.00	0.00	799.00	0.00	S/L	7.00
150		Wooden Bookshelf	10/01/95	139.00	0.00	0.00	139.00	0.00	139.00	0.00	S/L	10.00
151		Computer Desk	10/01/95	399.00	0.00	0.00	399.00	0.00	399.00	0.00	S/L	5.00
152		Smith Corona Ty	10/01/96	199.00	0.00	0.00	199.00	0.00	199.00	0.00	S/L	5.00
156		Dell e772 Monitor	10/01/02	239.00	0.00	0.00	239.00	0.00	239.00	0.00	S/L	5.00
157		Desk Lamp	7/25/96	39.00	0.00	0.00	39.00	0.00	39.00	0.00	S/L	5.00
158		Dell Computer	10/01/02	871.00	0.00	0.00	871.00	0.00	871.00	0.00	S/L	5.00
159		Microsoft Mouse	10/01/02	20.00	0.00	0.00	20.00	0.00	20.00	0.00	S/L	2.00
160		Ergoboard Keyboard	10/02/02	35.00	0.00	0.00	35.00	0.00	35.00	0.00	S/L	5.00
161		Lexmark Printer	10/01/02	163.00	0.00	0.00	163.00	0.00	163.00	0.00	S/L	5.00
162		Dell Mouse	10/01/02	49.00	0.00	0.00	49.00	0.00	49.00	0.00	S/L	5.00
163		2004 Ford Crown	1/02/04	24,967.17	0.00	0.00	24,967.17	0.00	24,967.17	0.00	S/L	5.00
164		'76 Oshkosh Aml	4/22/03	27,300.00	0.00	0.00	27,300.00	0.00	27,300.00	0.00	S/L	10.00
165		'95 Freightline	6/06/03	44,970.00	0.00	0.00	44,970.00	0.00	44,970.00	0.00	S/L	15.00
166		'82 Ford F-700	1/22/82	14,500.00	0.00	0.00	14,500.00	0.00	14,500.00	0.00	S/L	10.00
168		'02 Ford F-350	3/25/02	29,216.36	0.00	0.00	29,216.36	0.00	29,216.36	0.00	S/L	10.00
169		'93 International	5/20/93	114,748.00	0.00	0.00	114,748.00	0.00	114,748.00	0.00	S/L	20.00
172		'99 Int'l Navis	2/08/00	42,078.00	0.00	0.00	42,078.00	0.00	42,078.00	0.00	S/L	20.00
174		Radio System	11/08/02	55,715.20	0.00	0.00	55,715.20	0.00	55,715.20	0.00	S/L	10.00
180		Pager- Fire Depar	10/01/03	11,643.00	0.00	0.00	11,643.00	0.00	11,643.00	0.00	S/L	7.00
182		(20) 30X96 Table	1/12/04	1,147.00	0.00	0.00	1,147.00	0.00	1,147.00	0.00	S/L	7.00
183		(10) 60" Round	1/12/04	2,887.50	0.00	0.00	2,887.50	0.00	2,887.50	0.00	S/L	7.00
184		300 Vinyl Chairs	1/26/04	4,035.00	0.00	0.00	4,035.00	0.00	4,035.00	0.00	S/L	7.00
186		1996 Ford Six T	1/12/05	11,500.00	0.00	0.00	11,500.00	0.00	11,500.00	0.00	S/L	5.00
187		Dell Computer	3/11/05	1,350.97	0.00	0.00	1,350.97	0.00	1,350.97	0.00	S/L	5.00
188		2006 Ford Exped	9/01/05	22,800.00	0.00	0.00	22,800.00	0.00	22,800.00	0.00	S/L	5.00
189		1996 FL60 Freig	9/01/05	22,000.00	0.00	0.00	22,000.00	0.00	22,000.00	0.00	S/L	5.00
190		Court Software	4/01/05	6,629.29	0.00	0.00	6,629.29	0.00	6,629.29	0.00	S/L	7.00
197		5 ton A/C unit-Police Depart	12/07/05	1,850.00	0.00	0.00	1,850.00	0.00	1,850.00	0.00	S/L	7.00
198		2007 Ford Crown Victoria Police (2	3/27/07	50,608.00	0.00	0.00	50,608.00	0.00	50,608.00	0.00	S/L	5.00
201		2 Dell Computers - Fire	3/01/07	1,082.48	0.00	0.00	1,082.48	0.00	1,082.48	0.00	S/L	5.00
202		2 Dell Computers - Police	9/07/07	1,949.00	0.00	0.00	1,949.00	0.00	1,949.00	0.00	S/L	5.00

Book Asset Detail 10/01/20 - 9/30/21

FYE: 9/30/2021

Asset	d t	Property Description	Date In Service	Book Cost	Book Sec 179 Exp c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: Equipment (continued)												
203		U Shaped Desk	4/13/07	1,399.80	0.00	0.00	1,399.80	0.00	1,399.80	0.00	S/L	7.00
206		Asphalt Rollet	4/10/08	12,995.00	0.00	0.00	12,995.00	0.00	12,995.00	0.00	S/L	7.00
207		Toro Lawnmower 74272 S/N	3/18/08	7,791.12	0.00	0.00	7,791.12	0.00	7,791.12	0.00	S/L	5.00
216		Computer	9/15/10	2,893.90	0.00	0.00	2,893.90	0.00	2,893.90	0.00	S/L	5.00
223		Truck	4/15/11	75,000.00	0.00	0.00	75,000.00	0.00	75,000.00	0.00	S/L	7.00
225		Fire Hydrants	9/15/12	19,427.00	0.00	0.00	15,703.49	1,942.70	17,646.19	1,780.81	S/L	10.00
227		Toro Z Master Mower	4/25/12	6,239.00	0.00	0.00	6,239.00	0.00	6,239.00	0.00	S/L	5.00
228		2 Ford Explorers	10/12/11	36,299.43	0.00	0.00	36,299.43	0.00	36,299.43	0.00	S/L	5.00
229		2012 Chevy Tahoe	9/12/12	25,464.00	0.00	0.00	25,464.00	0.00	25,464.00	0.00	S/L	5.00
231		Fire Hydrants	9/15/13	29,174.00	0.00	0.00	20,664.92	2,917.40	23,582.32	5,591.68	S/L	10.00
232		Police Server	7/19/13	8,200.00	0.00	0.00	8,200.00	0.00	8,200.00	0.00	S/L	5.00
233		Computer Fire Dept	8/15/13	965.00	0.00	0.00	965.00	0.00	965.00	0.00	S/L	5.00
234		Police Vehicle	1/09/13	13,500.00	0.00	0.00	13,500.00	0.00	13,500.00	0.00	S/L	5.00
235		Fire Chief Pickup	2/01/13	25,602.75	0.00	0.00	25,602.75	0.00	25,602.75	0.00	S/L	5.00
238		Police Software	10/01/13	10,199.60	0.00	0.00	10,199.60	0.00	10,199.60	0.00	S/L	3.00
239		Polce Vehicle	10/01/13	31,568.91	0.00	0.00	31,568.91	0.00	31,568.91	0.00	S/L	5.00
240		Police Vehicle	10/01/13	35,168.00	0.00	0.00	35,168.00	0.00	35,168.00	0.00	S/L	5.00
241		2 police vehicles	10/01/13	72,043.02	0.00	0.00	72,043.02	0.00	72,043.02	0.00	S/L	5.00
244		WWTP Generator	10/01/13	147,435.00	0.00	0.00	147,435.00	0.00	147,435.00	0.00	S/L	7.00
246		Fire Hydrants	10/01/13	7,919.35	0.00	0.00	7,919.35	0.00	7,919.35	0.00	S/L	5.00
249		MYGOV Software	10/30/15	11,450.00	0.00	0.00	11,450.00	0.00	11,450.00	0.00	S/L	3.00
252		GENERAC MODE RG048 GENER	3/29/17	27,236.00	0.00	0.00	9,532.60	2,723.60	12,256.20	14,979.80	S/L	10.00
253		60" EXMARK LAWN MOWER	10/19/16	9,359.00	0.00	0.00	7,331.22	1,871.80	9,203.02	155.98	S/L	5.00
254		2017 PD FORD EXPLORER	10/28/16	43,821.54	0.00	0.00	24,519.19	6,260.22	30,779.41	13,042.13	S/L	7.00
258		2019 PD Ford Explorer	11/20/18	43,709.31	0.00	0.00	16,026.74	8,741.86	24,768.60	18,940.71	S/L	5.00
260		Big Star Ford- 2019 PD New Vehic	9/20/21	31,908.23	0.00c	0.00	0.00	0.00	0.00	31,908.23	S/L	5.00
		Equipment		<u>1,372,752.88</u>	<u>0.00c</u>	<u>0.00</u>	<u>1,261,687.44</u>	<u>24,499.74</u>	<u>1,286,187.18</u>	<u>86,565.70</u>		
Group: Infrastructure												
221		Street project	9/30/11	598,870.07	0.00	0.00	359,322.03	39,924.67	399,246.70	199,623.37	S/L	15.00
226		Street Project	9/30/12	49,806.00	0.00	0.00	26,563.20	3,320.40	29,883.60	19,922.40	S/L	15.00
242		Streets	10/01/13	88,958.70	0.00	0.00	41,514.06	5,930.58	47,444.64	41,514.06	S/L	15.00
250		Road to Industrial Park	3/14/16	233,771.99	0.00	0.00	26,786.37	5,844.30	32,630.67	201,141.32	S/L	40.00
255		SIDEWALK PROJECT	10/01/16	20,556.25	0.00	0.00	2,055.64	513.91	2,569.55	17,986.70	S/L	40.00
257		Ashley Wilson Road Repavement	9/20/18	105,953.72	0.00	0.00	7,063.58	3,531.79	10,595.37	95,358.35	S/L	30.00
		Infrastructure		<u>1,097,916.73</u>	<u>0.00c</u>	<u>0.00</u>	<u>463,304.88</u>	<u>59,065.65</u>	<u>522,370.53</u>	<u>575,546.20</u>		
Group: Land												
121		Backyard Park	8/06/68	4,885.90	0.00	0.00	0.00	0.00	0.00	4,885.90	Land	0.00
122		Gazebo Park - B	12/30/86	1.00	0.00	0.00	0.00	0.00	0.00	1.00	Land	0.00
123		Gazebo Park - B	11/30/89	1.00	0.00	0.00	0.00	0.00	0.00	1.00	Land	0.00
124		Library/ Com Cen	3/09/79	10,000.00	0.00	0.00	0.00	0.00	0.00	10,000.00	Land	0.00
126		Police Station/Chamber Building	3/10/70	333.33	0.00	0.00	0.00	0.00	0.00	333.33	Land	0.00
179		1.22 Acre Tract	8/23/04	22,500.00	0.00	0.00	0.00	0.00	0.00	22,500.00	Land	0.00
185		City Hall Property	11/20/91	8,400.00	0.00	0.00	0.00	0.00	0.00	8,400.00	Land	0.00
194		Land/Lots 6,7	4/01/05	6,500.00	0.00	0.00	0.00	0.00	0.00	6,500.00	Land	0.00

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FYE: 9/30/2021

Asset	d t	Property Description	Date In Service	Book Cost	Book Sec 179 Exp c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: Land (continued)												
204		Fire Training Field	10/01/06	15,000.00	0.00	0.00	0.00	0.00	0.00	15,000.00	Land	0.00
217		Land	10/01/09	275,178.77	0.00	0.00	0.00	0.00	0.00	275,178.77	Land	0.00
		Land		<u>342,800.00</u>	<u>0.00c</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>342,800.00</u>		
Group: Land Improvements												
191		Playground Equipment	12/01/04	30,234.00	0.00	0.00	30,234.00	0.00	30,234.00	0.00	S/L	15.00
192		Playground Improvements	4/01/05	2,597.02	0.00	0.00	2,597.02	0.00	2,597.02	0.00	S/L	15.00
193		Elec Imp Backyard	4/01/05	10,704.41	0.00	0.00	10,704.41	0.00	10,704.41	0.00	S/L	15.00
205		Traing Field Improvements	5/31/07	21,240.00	0.00	0.00	21,240.00	0.00	21,240.00	0.00	S/L	5.00
222		Industrial park	9/30/11	130,169.12	0.00	0.00	78,101.46	8,677.94	86,779.40	43,389.72	S/L	15.00
243		Industrial Park Additions	2/05/14	104,882.00	0.00	0.00	46,614.20	6,992.13	53,606.33	51,275.67	S/L	15.00
245		Fire Dept Roof	10/01/13	16,000.00	0.00	0.00	7,466.69	1,066.67	8,533.36	7,466.64	S/L	15.00
248		Sidewalks	10/01/13	1,970.32	0.00	0.00	919.45	131.35	1,050.80	919.52	S/L	15.00
251		MLK Park Playground Equipment	2/27/17	39,248.20	0.00	0.00	9,375.97	2,616.55	11,992.52	27,255.68	S/L	15.00
256		Backyard Park Swingset	6/11/18	10,382.85	0.00	0.00	1,211.33	519.14	1,730.47	8,652.38	S/L	20.00
259		Playground Equipment	4/02/20	40,144.78	0.00	0.00	1,003.62	2,007.24	3,010.86	37,133.92	S/L	20.00
		Land Improvements		<u>407,572.70</u>	<u>0.00c</u>	<u>0.00</u>	<u>209,468.15</u>	<u>22,011.02</u>	<u>231,479.17</u>	<u>176,093.53</u>		
							PY		3001.03			
		Grand Total		<u>4,440,117.80</u>	<u>0.00c</u>	<u>0.00</u>	<u>2,766,732.48</u>	<u>128,692.66</u>	<u>2,895,425.14</u>	<u>1,544,692.66</u>		

Book Group Summary 10/01/20 - 9/30/21

FYE: 9/30/2021

Group	Cost Beginning	Cost Acquisitions	Cost Disposals	Cost Ending	Depreciation Prior	Depreciation Additions	Depreciation Reductions	Depreciation Ending
Buildings	37,830.00	0.00	0.00	37,830.00	4,518.58	1,261.00	0.00	5,779.58
Equipment	242,251.19	0.00	0.00	242,251.19	141,171.26	30,164.09	0.00	171,335.35
Land	13,459.80	0.00	0.00	13,459.80	0.00	0.00	0.00	0.00
Machinery & Equipmen	639,496.69	0.00	0.00	639,496.69	601,251.33	26,482.04	0.00	627,733.37
Utility Systems	9,910,974.72	0.00	0.00	9,910,974.72	7,211,346.03	226,771.05	0.00	7,438,117.08
Grand Total	<u>10,844,012.40</u>	<u>0.00</u>	<u>0.00</u>	<u>10,844,012.40</u>	<u>7,958,287.20</u>	<u>284,678.18</u>	<u>0.00</u>	<u>8,242,965.38</u>

Banner: Book Current Year Additions

FYE: 9/30/2021

***** NO ASSETS MEET THIS REPORT'S PRINT CRITERIA *****
Please check the print options for this report.

Note: By default, assets that are in a Misc activity are not included in reports.
To include Misc activity assets either change the report's print options or reassign the assets to another activity.
For more information, see Help > Additional Resources > Frequently Asked Questions.

Assets selected:

Activities:
Enterprise Fund

Groups:
All included

Locations:
All included

Types:
All included

Divisions:
All included

**No additions in the CY - CIP
only**

Asset presentation:

First Sort: Group	Subtitle: YES Case sensitive: NO	Subtotal: YES Sort: None	Page break: NO
Second Sort: None	Subtitle: NO Case sensitive: NO	Subtotal: NO Sort: None	Page break: NO
Third Sort: None	Subtitle: NO Case sensitive: NO	Subtotal: NO Sort: None	Page break: NO

Banner: Book Current Year Disposals

FYE: 9/30/2021

***** NO ASSETS MEET THIS REPORT'S PRINT CRITERIA *****
Please check the print options for this report.

Note: By default, assets that are in a Misc activity are not included in reports.
To include Misc activity assets either change the report's print options or reassign the assets to another activity.
For more information, see Help > Additional Resources > Frequently Asked Questions.

Assets selected:

Activities:
Enterprise Fund

Groups:
All included

Locations:
All included

Types:
All included

Divisions:
All included

**No Disposals in the
CY**

Asset presentation:

First Sort: Group	Subtitle: YES Case sensitive: NO	Subtotal: YES Sort: None	Page break: NO
Second Sort: None	Subtitle: NO Case sensitive: NO	Subtotal: NO Sort: None	Page break: NO
Third Sort: None	Subtitle: NO Case sensitive: NO	Subtotal: NO Sort: None	Page break: NO

Book Asset Detail 10/01/20 - 9/30/21

FYE: 9/30/2021

KM&L uses fixed asset CS program to keep record of the fixed assets, this calculates depreciation expense 100%.

Asset	d t	Property Description	Date In Service	Book Cost	Book Sec 179 Exp c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: Buildings												
254		WATER SOFTENER BUILDING	2/20/17	37,830.00	0.00	0.00	4,518.58	1,261.00	5,779.58	32,050.42	S/L	30.00
		Buildings		<u>37,830.00</u>	<u>0.00c</u>	<u>0.00</u>	<u>4,518.58</u>	<u>1,261.00</u>	<u>5,779.58</u>	<u>32,050.42</u>		
Group: Equipment												
141		2 Ford Explorers	10/12/11	12,206.06	0.00	0.00	12,206.06	0.00	12,206.06	0.00	S/L	5.00
149		2 vehicles	5/01/14	44,871.98	0.00	0.00	44,871.98	0.00	44,871.98	0.00	S/L	5.00
249		Dump Truck	5/26/16	59,661.00	0.00	0.00	36,933.00	8,523.00	45,456.00	14,205.00	S/L	7.00
251		2016 FORD 3/4 TON PANEL TRU	10/05/16	29,578.00	0.00	0.00	16,901.72	4,225.43	21,127.15	8,450.85	S/L	7.00
256		Kubota Tractor	1/25/18	30,995.40	0.00	0.00	11,807.76	4,427.91	16,235.67	14,759.73	S/L	7.00
258		Kubota K Series Mini Excavator	11/20/18	41,966.75	0.00	0.00	15,387.81	8,393.35	23,781.16	18,185.59	S/L	5.00
259		2020 Pickup Truck	1/29/20	22,972.00	0.00	0.00	3,062.93	4,594.40	7,657.33	15,314.67	S/L	5.00
		Equipment		<u>242,251.19</u>	<u>0.00c</u>	<u>0.00</u>	<u>141,171.26</u>	<u>30,164.09</u>	<u>171,335.35</u>	<u>70,915.84</u>		
Group: Land												
43		Land -Old Sewer	10/15/52	3,910.00	0.00	0.00	0.00	0.00	0.00	3,910.00	Land	0.00
49		Land- '78 Ground	11/01/78	2,500.00	0.00	0.00	0.00	0.00	0.00	2,500.00	Land	0.00
50		Land - Water Plant	5/01/58	1,200.00	0.00	0.00	0.00	0.00	0.00	1,200.00	Land	0.00
121		Peach Street Property	2/11/08	5,849.80	0.00	0.00	0.00	0.00	0.00	5,849.80	Land	0.00
		Land		<u>13,459.80</u>	<u>0.00c</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>13,459.80</u>		
Group: Machinery & Equipment												
34		Pressure Mini R	5/01/82	192.69	0.00	0.00	192.69	0.00	192.69	0.00	S/L	10.00
48		1988 Tractor-Lo	6/01/88	8,650.00	0.00	0.00	8,650.00	0.00	8,650.00	0.00	S/L	15.00
73		Computer Software	9/01/92	800.00	0.00	0.00	800.00	0.00	800.00	0.00	S/L	5.00
76		Water Fountain	9/01/95	396.50	0.00	0.00	396.50	0.00	396.50	0.00	S/L	10.00
77		Tractor-John Deere	9/01/95	12,327.00	0.00	0.00	12,327.00	0.00	12,327.00	0.00	S/L	10.00
78		Loader	9/01/95	2,373.00	0.00	0.00	2,373.00	0.00	2,373.00	0.00	S/L	10.00
80		Backhoe	9/01/95	37,561.00	0.00	0.00	37,561.00	0.00	37,561.00	0.00	S/L	10.00
82		Johnson Building	9/01/95	36,001.00	0.00	0.00	36,001.00	0.00	36,001.00	0.00	S/L	20.00
83		Boring Machine	4/01/96	4,503.00	0.00	0.00	4,503.00	0.00	4,503.00	0.00	S/L	10.00
85		Computer Software	1/01/87	690.21	0.00	0.00	690.21	0.00	690.21	0.00	S/L	5.00
88		Truck Overhead	10/01/97	358.00	0.00	0.00	358.00	0.00	358.00	0.00	S/L	10.00
89		99 Ford F150 SN	3/01/99	13,907.00	0.00	0.00	13,907.00	0.00	13,907.00	0.00	S/L	5.00
90		99 Ford F150 SN	3/01/99	13,907.00	0.00	0.00	13,907.00	0.00	13,907.00	0.00	S/L	5.00
91		Computer Equipment	3/01/00	6,032.72	0.00	0.00	6,032.72	0.00	6,032.72	0.00	S/L	5.00
98		Sewer Camera, C	4/04/02	43,243.75	0.00	0.00	43,243.75	0.00	43,243.75	0.00	S/L	15.00
99		Root Cutter	3/26/02	1,568.00	0.00	0.00	1,568.00	0.00	1,568.00	0.00	S/L	15.00
100		Window AC Unit	5/09/02	269.00	0.00	0.00	269.00	0.00	269.00	0.00	S/L	5.00
101		Window AC Unit	5/09/02	269.00	0.00	0.00	269.00	0.00	269.00	0.00	S/L	5.00
102		Sewer Cleaner	10/16/01	26,517.00	0.00	0.00	26,517.00	0.00	26,517.00	0.00	S/L	15.00
104		2001 Chev PU	8/14/00	14,867.00	0.00	0.00	14,867.00	0.00	14,867.00	0.00	S/L	5.00
106		2004 Chev PK	1/21/04	11,167.00	0.00	0.00	11,167.00	0.00	11,167.00	0.00	S/L	5.00
114		2007 Ford F-150	3/30/07	12,217.00	0.00	0.00	12,217.00	0.00	12,217.00	0.00	S/L	5.00

Book Asset Detail 10/01/20 - 9/30/21

FYE: 9/30/2021

Asset	d t	Property Description	Date In Service	Book Cost	Book Sec 179 Exp c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: Machinery & Equipment (continued)												
115		2007 Ford F-150	3/30/07	12,217.00	0.00	0.00	12,217.00	0.00	12,217.00	0.00	S/L	5.00
116		2007 Ford F-150	3/30/07	12,217.00	0.00	0.00	12,217.00	0.00	12,217.00	0.00	S/L	5.00
117		4" 10 HP Pump	7/23/07	6,042.00	0.00	0.00	6,042.00	0.00	6,042.00	0.00	S/L	5.00
119		Odormeter 5110-0200	4/03/08	2,067.50	0.00	0.00	2,067.50	0.00	2,067.50	0.00	S/L	5.00
120		Sump Pump	8/19/08	1,247.00	0.00	0.00	1,247.00	0.00	1,247.00	0.00	S/L	5.00
123		25HP Motor	6/30/09	6,175.00	0.00	0.00	6,175.00	0.00	6,175.00	0.00	S/L	10.00
124		Trim Travel Indicator	10/30/08	5,249.88	0.00	0.00	5,249.88	0.00	5,249.88	0.00	S/L	5.00
125		Loader Backhoe	1/31/09	50,224.00	0.00	0.00	50,224.00	0.00	50,224.00	0.00	S/L	5.00
131		Vehicle	11/05/09	23,111.29	0.00	0.00	23,111.29	0.00	23,111.29	0.00	S/L	5.00
134		Generators	9/30/11	243,751.53	0.00	0.00	219,376.35	24,375.18	243,751.53	0.00	S/L	10.00
135		Pump	3/16/11	8,309.00	0.00	0.00	8,309.00	0.00	8,309.00	0.00	S/L	5.00
250		METHANE LEAK DETECTOR	5/08/17	21,068.62	0.00	0.00	7,198.44	2,106.86	9,305.30	11,763.32	S/L	10.00
Machinery & Equipment				639,496.69	0.00 c	0.00	601,251.33	26,482.04	627,733.37	11,763.32		
Group: Utility Systems												
1		Gas Lines	10/01/78	333,480.00	0.00	0.00	333,480.00	0.00	333,480.00	0.00	S/L	15.00
2		Gas Lines	10/01/63	121,141.00	0.00	0.00	121,141.00	0.00	121,141.00	0.00	S/L	38.00
3		Purchase Station	10/01/78	35,071.00	0.00	0.00	35,071.00	0.00	35,071.00	0.00	S/L	40.00
5		Border Station	10/01/63	2,125.00	0.00	0.00	1,405.60	28.33	1,433.93	691.07	S/L	75.00
6		Waterlines Valve	10/01/78	733,155.00	0.00	0.00	733,155.00	0.00	733,155.00	0.00	S/L	22.00
7		Waterwell #3	10/01/76	74,907.00	0.00	0.00	74,907.00	0.00	74,907.00	0.00	S/L	40.00
8		Ground Tank #1	10/01/60	19,518.00	0.00	0.00	19,518.00	0.00	19,518.00	0.00	S/L	40.00
9		Ground Tank #2	10/01/78	58,452.00	0.00	0.00	58,452.00	0.00	58,452.00	0.00	S/L	40.00
10		Elevated Tank #	10/01/78	116,903.00	0.00	0.00	116,903.00	0.00	116,903.00	0.00	S/L	30.00
11		Water Plant	10/01/60	48,794.00	0.00	0.00	48,794.00	0.00	48,794.00	0.00	S/L	40.00
13		Water Tower Ren	10/01/94	113,486.00	0.00	0.00	113,486.00	0.00	113,486.00	0.00	S/L	15.00
14		Water Softener	10/15/97	110,638.00	0.00	0.00	110,638.00	0.00	110,638.00	0.00	S/L	20.00
15		Other Water Pro	1/01/99	163,450.00	0.00	0.00	163,450.00	0.00	163,450.00	0.00	S/L	20.00
16		Water System Imp	3/01/00	239,243.00	0.00	0.00	239,243.00	0.00	239,243.00	0.00	S/L	20.00
17		Sewerlines, Manh	10/01/78	780,359.00	0.00	0.00	780,359.00	0.00	780,359.00	0.00	S/L	15.00
18		Sewer Lines	10/01/78	283,476.00	0.00	0.00	283,476.00	0.00	283,476.00	0.00	S/L	15.00
19		SB Villa Lift S	10/01/77	16,122.00	0.00	0.00	16,122.00	0.00	16,122.00	0.00	S/L	36.00
20		Kent St Lift St	10/01/84	29,588.00	0.00	0.00	28,438.80	821.89	29,260.69	327.31	S/L	36.00
21		Cedar St Lift St	10/01/84	34,809.00	0.00	0.00	33,456.40	966.92	34,423.32	385.68	S/L	36.00
22		Powell St Lift	10/01/84	34,809.00	0.00	0.00	33,456.40	966.92	34,423.32	385.68	S/L	36.00
23		Sewer Lines	10/01/89	398,472.00	0.00	0.00	308,818.00	9,961.80	318,779.80	79,692.20	S/L	40.00
24		Control Panel/L	9/30/92	2,421.00	0.00	0.00	2,421.00	0.00	2,421.00	0.00	S/L	10.00
25		Sewer Plant	10/01/94	2,372,592.00	0.00	0.00	2,016,701.00	79,086.40	2,095,787.40	276,804.60	S/L	30.00
26		Sewer System Im	10/01/98	163,450.00	0.00	0.00	163,450.00	0.00	163,450.00	0.00	S/L	20.00
27		Pecan St Lift S	10/01/63	5,308.00	0.00	0.00	5,308.00	0.00	5,308.00	0.00	S/L	38.00
92		Waterwell #1	9/30/56	22,554.00	0.00	0.00	22,554.00	0.00	22,554.00	0.00	S/L	40.00
94		Waterwell #2	9/30/60	23,645.00	0.00	0.00	23,645.00	0.00	23,645.00	0.00	S/L	40.00
96		Elevated Tank A	9/30/47	8,258.00	0.00	0.00	8,258.00	0.00	8,258.00	0.00	S/L	40.00
108		'99 Sewer Imp P	9/30/01	119,069.50	0.00	0.00	113,612.24	5,457.26	119,069.50	0.00	S/L	20.00
109		'01 Sewer Imp P	9/30/03	169,693.48	0.00	0.00	144,946.45	8,484.67	153,431.12	16,262.36	S/L	20.00
110		'99 Sewer Imp P	9/30/01	26,122.50	0.00	0.00	24,925.31	1,197.19	26,122.50	0.00	S/L	20.00
111		'01 Sewer Imp P	9/30/03	18,085.00	0.00	0.00	15,447.60	904.25	16,351.85	1,733.15	S/L	20.00

Book Asset Detail 10/01/20 - 9/30/21

FYE: 9/30/2021

Asset	d t	Property Description	Date In Service	Book Cost	Book Sec 179 Exp c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: Utility Systems (continued)												
112		Sewer System Im	8/16/04	158,662.60	0.00	0.00	128,252.27	7,933.13	136,185.40	22,477.20	S/L	20.00
113		'06 Sewer Improvements	7/24/06	218,179.21	0.00	0.00	154,543.60	10,908.96	165,452.56	52,726.65	S/L	20.00
122		Water Tank	6/30/09	7,311.80	0.00	0.00	7,311.80	0.00	7,311.80	0.00	S/L	10.00
128		Sewer system	9/30/10	290,073.21	0.00	0.00	145,036.60	14,503.66	159,540.26	130,532.95	S/L	20.00
129		Amco meter	7/01/10	2,043.80	0.00	0.00	2,043.80	0.00	2,043.80	0.00	S/L	10.00
130		Fence	9/30/10	1,735.00	0.00	0.00	1,735.00	0.00	1,735.00	0.00	S/L	7.00
133		24" Interceptor	2/07/11	242,931.53	0.00	0.00	117,416.94	12,146.58	129,563.52	113,368.01	S/L	20.00
136		Storage Tanks	9/30/12	300,145.00	0.00	0.00	60,029.04	7,503.63	67,532.67	232,612.33	S/L	40.00
137		Phase II Sanitary Sewer Expansion	9/30/12	387,299.00	0.00	0.00	154,919.60	19,364.95	174,284.55	213,014.45	S/L	20.00
138		Water Well # 1	6/15/12	71,535.00	0.00	0.00	14,903.17	1,788.38	16,691.55	54,843.45	S/L	40.00
139		Water Well # 4	6/15/12	70,470.00	0.00	0.00	14,681.25	1,761.75	16,443.00	54,027.00	S/L	40.00
140		Water Well # 5	6/15/12	154,200.00	0.00	0.00	32,125.00	3,855.00	35,980.00	118,220.00	S/L	40.00
142		Water Control Panel	8/24/12	28,431.43	0.00	0.00	11,491.02	1,421.57	12,912.59	15,518.84	S/L	20.00
143		Sewer System	6/05/12	27,005.00	0.00	0.00	11,252.08	1,350.25	12,602.33	14,402.67	S/L	20.00
145		Water Wells	9/15/13	10,384.00	0.00	0.00	1,838.83	259.60	2,098.43	8,285.57	S/L	40.00
146		Storage Tanks	9/30/13	327,161.00	0.00	0.00	57,253.21	8,179.03	65,432.24	261,728.76	S/L	40.00
148		Peach St Storage Tank	6/15/14	226,393.99	0.00	0.00	35,845.72	5,659.85	41,505.57	184,888.42	S/L	40.00
248		Water Well	12/02/14	60,577.79	0.00	0.00	8,834.24	1,514.44	10,348.68	50,229.11	S/L	40.00
252		GENERATOR FOR CHAMBER	1/09/17	13,915.00	0.00	0.00	2,609.06	695.75	3,304.81	10,610.19	S/L	20.00
253		GENERATOR FOR SHADY LIFT	1/09/17	18,888.00	0.00	0.00	3,541.50	944.40	4,485.90	14,402.10	S/L	20.00
255		NEW WATER SOFTENER	4/01/17	165,205.42	0.00	0.00	14,455.49	4,130.14	18,585.63	146,619.79	S/L	40.00
257		Smartmeters	5/15/18	449,230.46	0.00	0.00	36,188.01	14,974.35	51,162.36	398,068.10	S/L	30.00
		Utility Systems		<u>9,910,974.72</u>	<u>0.00c</u>	<u>0.00</u>	<u>7,211,346.03</u>	<u>226,771.05</u>	<u>7,438,117.08</u>	<u>2,472,857.64</u>		
		Grand Total		<u>10,844,012.40</u>	<u>0.00c</u>	<u>0.00</u>	<u>7,958,287.20</u>	<u>284,678.18</u>	<u>8,242,965.38</u>	<u>2,601,047.02</u>		



AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Meeting Date	02/21/23	Agenda Item	
Approved by City Manager		Presenter(s)	Kaydi Smith
Reviewed by City Attorney		Department	Elections/City Secretary
Subject	Joint Contract for Election Services with Brazoria County		
Attachments			
Financial Information	Expenditure Required:		
	Amount Budgeted:		
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

Annual Joint Contract for Election Services with Brazoria County.

Recommended Action



AGENDA MEMO

Business of the City Council City of Sweeny, Texas

Meeting Date	02.21.2023	Agenda Item	
Approved by City Manager	Yes	Presenter(s)	Lindsay Koskiniemi, City Manager
Reviewed by City Attorney	Yes	Department	Administration
Subject	Discussion and possible action on renewal of a 20-year lease agreement between the City of Sweeny and Union Pacific Railroad for the use of 41,670 square feet of right-of-way to the south of Chick Anderson Park and spanning a portion of Pecan Street and possibly part of Peach Street.		
Attachments	<ul style="list-style-type: none"> - Existing lease agreement executed in June 2004 - City Attorney opinion 		
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

A representative from Union Pacific Railroad contacted the City in January 2023 to notify the City of a 20-year right-of-way lease agreement terminating in June 2024. While the termination of the agreement is sixteen (16) months into the future, UP Railroad would like an answer as early as possible. For the time being, the city manager gave a tentative, non-binding answer of yes, the city is interested in renewing the lease.

The City Attorney has reviewed the lease and opined there are stringent requirements. The city's current liability insurance limitations meet the requirements in Exhibit C. The lease agreement does not propose any rental fees.

If this lease is not renewed, there may be adverse impacts on community events that take place at the Chick Anderson Park. For example, the County-wide Veterans Day parade the City hosted on November 11, 2022 began with a parade lineup at the affected area.

Recommended Action

City staff recommends approval.

REMS FileNet Cover Sheet

AUD NBR: 233390

FLDR NBR: 0220848

CITY: SWEENY

STATE: TX

PARTY NAME: SWEENY, CITY OF

PURPOSE: Lease of Property

AGMT. DATE: 06/30/2004

MP STRT:

PRIM CRC7: B 301

BOX NBR: 0

BATCH: 0

LEASE OF PROPERTY

203390

THIS LEASE ("Lease") is entered into on the 19th day of July, 2004, between UNION PACIFIC RAILROAD COMPANY ("Lessor") and SWEENEY, CITY OF, a Texas municipal corporation, whose address is P O Box 248 102 W Ashley Wilson Rd, Sweeny, Texas 77480 ("Lessee").

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

Article I. PREMISES; USE.

Lessor leases to Lessee and Lessee leases from Lessor the premises ("Premises") at Sweeny Texas, shown on the print dated March 05, 2004, marked **Exhibit A**, hereto attached and made a part hereof, subject to the provisions of this Lease and of **Exhibit B** attached hereto and made a part hereof. The Premises may be used for location of Lessee's improvement, landscaping, beautification, and parking and purposes incidental thereto, only, and for no other purpose. For the purposes of mowing and maintenance the Premises shall also include all the Lessor's right of way within the City Limits of Sweeny, Texas, located over 25 feet from any railroad track.

Article II. TERM.

The term of this Lease is for 20 years beginning on June 30, 2004, and expiring on June 29, 2024, unless sooner terminated as provided in this Lease. In the event Lessor shall receive an offer to lease all or a portion of the Premises described in Article I as for mowing and maintenance for any industrial or commercial lease, Lessor shall retain the right to terminate that portion of the agreement.

Article III. RENT.

As consideration for this agreement Lessee agrees to mow and/or maintain vegetation control as well as remove all trash and debris in accordance with any and all current and future ordinances or other legal requirements on the Premises, and should said City Limits change, so shall the working of this provision change accordingly. This is intended to be self-policing by the Lessee. It is not the Lessor's intention to force or compel the Lessee to perform under this requirement in any way that would be inconsistent with compliance with weed and vegetation control ordinances policed and enforced by the Lessee either currently or in the future.

Article IV. SPECIFICATIONS.

Should the Lessee violate any of the following specifications, or use or attempt to use the Premises for any other or different purpose than that stated herein, then the Lessor may, at its option, immediately terminate this lease.

1. No planting or other landscaping material shall be allowed within 16 feet of the edge of the nearest tie nor allowed to grow into this zone other than grass or ground cover that will not grow in excess of three (3) feet in height.
2. Any planting or other landscape material done on the railroad right-of-way within 250 feet of any grade crossing shall be maintained so as not to exceed a height of three (3) feet.

this Lease to eliminate the negative effect on Lessor's rights and obligations to the extent reasonably possible.

Section 22. ENTIRE AGREEMENT.

This Lease is the entire agreement between the parties, and supersedes all other oral or written agreements between the parties pertaining to this transaction, including, without limitation, Lease Audit No. _____ and any other lease under which all or any portion of the Premises was leased to Lessee. Notwithstanding the prior sentence, Lessee shall retain any and all obligations and liabilities which may have accrued under any other such agreements prior to the commencement of the term of this Lease. This Lease may be amended only by a written instrument signed by Lessor and Lessee.

**EXHIBIT C
TO
LONG TERM INDUSTRIAL LEASE (UNIMPROVED)**

**UNION PACIFIC RAILROAD
INSURANCE REQUIREMENTS**

Lessee shall, at its sole cost and expense, procure and maintain during the life of this Lease the following insurance coverage:

A. Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a single limit of at least \$1,000,000 each occurrence or claim and an aggregate limit of at least \$2,000,000. Coverage must be purchased on a post 1998 ISO or equivalent form, including but not limited to coverage for the following:

- Bodily injury including death and personal injury
- Property damage
- Fire legal liability
- Products and completed operations

The policy shall also contain the following endorsements **which shall be indicated on the certificate of insurance:**

- The employee and workers compensation related exclusions in the above policy apply only to Lessee's employees
- The exclusions for railroads (except where the Premises is more than fifty feet (50') from any railroad including but not limited to tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings), and explosion, collapse and underground hazard shall be removed.
- Waiver of subrogation
- Designated Premises Pollution Coverage (CG00-39), unless Lessee does not use or permit the use of the Premises for the generation, use, treatment, manufacture, production, storage or recycling of any Hazardous Substance (as defined in Section 7F of **Exhibit B** to this Lease).

B. Business Automobile Coverage insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence or claim, including but not limited to coverage for the following:

- Bodily injury and property damage
- Any and all motor vehicles including owned, hired and non-owned

The policy shall also contain the following endorsements **which shall be indicated on the certificate of insurance:**

- The employee and workers compensation related exclusions in the above policy apply only to Lessee's employees

- The exclusions for railroads (except where the Premises is more than fifty feet (50') from any railroad including but not limited to tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings), and explosion, collapse and underground hazard shall be removed.

C. Workers Compensation and Employers Liability insurance including but not limited to:

- Lessee's statutory liability under the workers' compensation laws of the state where the Premises are located
- Employers' Liability (Part B) with limits of at least
\$500,000 each accident, \$500,000 disease policy limit
\$500,000 each employee

If Workers Compensation insurance will not cover the liability of Lessee in states that require participation in state workers' compensation fund, Lessee shall comply with the laws of such states. If Lessee is self-insured, evidence of state approval must be provided along with evidence of excess workers compensation coverage. Coverage shall include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy shall also contain the following endorsement **which shall be indicated on the certificate of insurance:**

- Alternate Employer Endorsement

D. Umbrella or Excess Policies In the event Lessee utilizes Umbrella or excess policies, these policies shall "follow form" and afford no less coverage than the primary policy.

Other Requirements

E. Punitive damage exclusion must be deleted, **which deletion shall be indicated on the certificate of insurance.**

F. Lessee agrees to waive its right of recovery, and its insurers, through policy endorsement, agree to waive their right of subrogation against Lessor. Lessee further waives its right of recovery, and its insurers also waive their right of subrogation against Lessor for loss of its owned or leased property or property under its care, custody and control. Lessee's insurance shall be primary with respect to any insurance carried by Lessor. All waivers of subrogation **shall be indicated on the certificate of insurance.**

G. All policy(ies) required above (excluding Workers Compensation) shall provide severability of interests and shall name Lessor as an additional insured. The coverage provided to Lessor as additional insured shall not be limited by Lessee's liability under the indemnity provisions of this Lease. **Severability of interest and naming Lessor as additional insured shall be indicated on the certificate of insurance.**

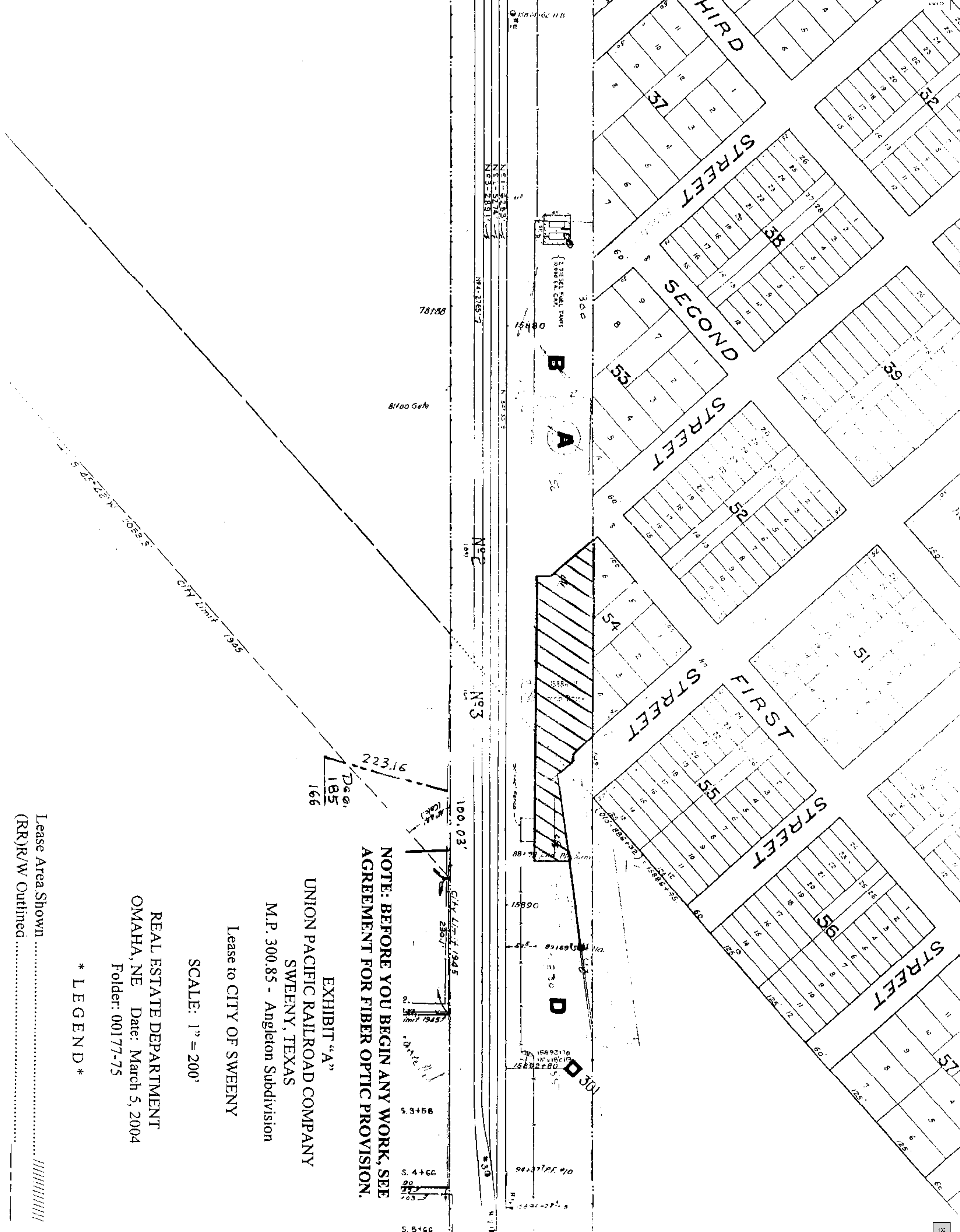
H. Prior to the execution of this Lease, Lessee shall furnish to Lessor original certificate(s) of insurance evidencing the required coverage, endorsements, and amendments. The certificate(s) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Lessor in writing of any cancellation or material alteration. **Upon request from Lessor, a certified duplicate original of any required policy shall be furnished.**

I. Any insurance policy shall be written by a reputable insurance company acceptable to Lessor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Premises are located.

J. Lessee **WARRANTS** that this Lease has been thoroughly reviewed by Lessee's insurance agent(s)/broker(s), who have been instructed by Lessee to procure the insurance coverage required by this Lease and acknowledges that Lessee's insurance coverage will be primary.

K. If Lessee fails to procure and maintain insurance as required, Lessor may elect to do so at the cost of Lessee plus a 25% administration fee.

L. The fact that insurance is obtained by Lessee or Lessor on behalf of Lessee shall not be deemed to release or diminish the liability of Lessee, including, without limitation, liability under the indemnity provisions of this Lease. Damages recoverable by Lessor shall not be limited by the amount of the required insurance coverage.



NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISION.

EXHIBIT "A"

**UNION PACIFIC RAILROAD COMPANY
SWEENEY, TEXAS
M.P. 300.85 - Angleton Subdivision**

Lease to CITY OF SWEENEY

SCALE: 1" = 200'

**REAL ESTATE DEPARTMENT
OMAHA, NE Date: March 5, 2004
Folder: 00177-75**

*** LEGEND ***

Lease Area Shown
(RR)R/W Outlined

Long Term Industrial Lease 6/01/03
(Unimproved Property)
FORM APPROVED, LAW

Folder No. 02208-48
Audit No.

3. Any grading or future planting done on Lessor's property must be approved in writing by Lessor at the following address:

Director – Track Maintenance
24125 Aldine-Westfield Road
Spring, Texas 77373
Phone: (281) 350-7605
Fax: (281) 350-7194

4. Any work done on Lessor's property closer than 25 feet from the centerline of the nearest track will require a flagman provided by Lessor at Lessee's expense.
5. There is to be no interference with Lessor's facilities, including pole lines, drainage structures and signal apparatus.
6. There is to be no adverse effect to visibility or drainage on Lessor's property.

Article V. INSURANCE.

A. Before commencement of the term of this Lease, Lessee shall provide to Lessor a certificate issued by its insurance carrier evidencing the insurance coverage required under **Exhibit C** hereto attached and made a part hereof.

B. Not more recently than once every two years, Lessor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. All insurance correspondence, certificates and endorsements shall be directed to: Real Estate Department, 1800 Farnam Street, Omaha, Nebraska 68102, ATTN: Linda Baburek, Folder No. 02208-48.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first herein written.

UNION PACIFIC RAILROAD COMPANY

SWEENY, CITY OF

By:


Director - Real Estate

By:


Title: MAYOR

NOTE: New Lease.

EXHIBIT B
TO
LONG TERM INDUSTRIAL LEASE (UNIMPROVED)

Section 1. IMPROVEMENTS.

No improvements placed upon the Premises by Lessee shall become a part of the realty.

Section 2. RESERVATIONS, TITLE AND PRIOR RIGHTS.

A. Lessor reserves to itself, its agents and contractors, the right to enter the Premises at such times as will not unreasonably interfere with Lessee's use of the Premises.

B. Lessor reserves (i) the exclusive right to permit third party placement of advertising signs on the Premises, and (ii) the right to construct, maintain and operate new and existing facilities (including, without limitation, trackage, fences, communication facilities, roadways and utilities) upon, over, across or under the Premises, and to grant to others such rights, provided that Lessee's use of the Premises is not interfered with unreasonably.

C. Lessee acknowledges that Lessor makes no representations or warranties, express or implied, concerning the title to the Premises, and that the rights granted to Lessee under this Lease do not extend beyond such right, title or interest as Lessor may have in and to the Premises. Without limitation of the foregoing, This Lease is made subject to all outstanding rights, whether or not of record. Lessor reserves the right to renew any such outstanding rights granted by Lessor or Lessor's predecessors.

Section 3. PAYMENT OF RENT.

Rent (which includes the fixed advance rent and all other amounts to be paid by Lessee under this Lease) shall be paid in lawful money of the United States of America, at such place as shall be designated by the Lessor, and without offset or deduction.

Section 4. TAXES AND ASSESSMENTS.

Lessee shall pay, prior to delinquency, all Property Taxes on the Premises and on all personal property and improvements on the Premises. Lessee shall reimburse Lessor within thirty (30) days of rendition of Lessor's bill for any Property Taxes paid by Lessor, whether paid separately, as a part of the levy on other real property of Lessor, or as a part of the central or unit assessment of Lessor's property. For purposes of this Lease, "Property Taxes" means all governmental charges and levies (including, without limitation, real estate and personal property taxes, special assessments and other charges for public improvements or services, and impact fees, but not including income taxes) as may during the term of this Lease be levied upon, assessed against or imposed upon, or become due and payable with respect to, the Premises or the rents payable under this Lease.

Section 5. WATER RIGHTS.

This Lease does not include any right to the use of water under any water right of Lessor, or to establish any water rights except in the name of Lessor.

**EXHIBIT B
TO
LONG TERM INDUSTRIAL LEASE (UNIMPROVED)**

Section 1. IMPROVEMENTS.

No improvements placed upon the Premises by Lessee shall become a part of the realty.

Section 2. RESERVATIONS, TITLE AND PRIOR RIGHTS.

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B. Lessor reserves (i) the exclusive right to permit third party placement of advertising signs on the Premises, and (ii) the right to construct, maintain and operate new and existing facilities (including, without limitation, trackage, fences, communication facilities, roadways and utilities) upon, over, across or under the Premises, and to grant to others such rights, provided that Lessee's use of the Premises is not interfered with unreasonably.

C. Lessee acknowledges that Lessor makes no representations or warranties, express or implied, concerning the title to the Premises, and that the rights granted to Lessee under this Lease do not extend beyond such right, title or interest as Lessor may have in and to the Premises. Without limitation of the foregoing, This Lease is made subject to all outstanding rights, whether or not of record. Lessor reserves the right to renew any such outstanding rights granted by Lessor or Lessor's predecessors.

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Section 5. WATER RIGHTS.

This Lease does not include any right to the use of water under any water right of Lessor, or to establish any water rights except in the name of Lessor.

Section 6. CARE AND USE OF PREMISES.

A. Lessee shall use reasonable care and caution against damage or destruction to the Premises. Lessee shall not use or permit the use of the Premises for any unlawful purpose, maintain any nuisance, permit any waste, or use the Premises in any way that creates a hazard to persons or property. Lessee shall keep the Premises in a safe, neat, clean and presentable condition, and in good condition and repair. Lessee shall keep the sidewalks and public ways on the Premises, and the walkways appurtenant to any railroad spur track(s) on or serving the Premises, free and clear from any substance which might create a hazard and all water flow shall be directed away from the tracks of the Lessor.

B. Lessee shall not permit any sign on the Premises, except signs relating to Lessee's business.

C. If any improvement on the Premises is damaged or destroyed by fire or other casualty, Lessee shall, within thirty (30) days after such casualty, remove all debris resulting therefrom. If Lessee fails to do so, Lessor may remove such debris, and Lessee agrees to reimburse Lessor for all expenses incurred within thirty (30) days after rendition of Lessor's bill.

D. Lessee shall comply with all governmental laws, ordinances, rules, regulations and orders relating to Lessee's use of the Premises and this Lease, including, without limitation, any requirements for subdividing or platting the Premises.

Section 7. HAZARDOUS MATERIALS, SUBSTANCES AND WASTES.

A. Without the prior written consent of Lessor, Lessee shall not use or permit the use of the Premises for the generation, use, treatment, manufacture, production, storage or recycling of any Hazardous Substances, except that Lessee may use, if lawful, small quantities of common chemicals such as adhesives, lubricants and cleaning fluids in order to conduct business at the Premises. The consent of Lessor may be withheld by Lessor for any reason whatsoever, and may be subject to conditions in addition to those set forth below. It shall be the sole responsibility of Lessee to determine whether or not a contemplated use of the Premises is a Hazardous Substance use.

B. In no event shall Lessee (i) release, discharge or dispose of any Hazardous Substances, (ii) bring any hazardous wastes as defined in RCRA onto the Premises, (iii) install or use on the Premises any underground storage tanks, or (iv) store any Hazardous Substances within one hundred feet (100') of the center line of any main track.

C. If Lessee uses or permits the use of the Premises for a Hazardous Substance use, with or without Lessor's consent, Lessee shall furnish to Lessor copies of all permits, identification numbers and notices issued by governmental agencies in connection with such Hazardous Substance use, together with such other information on the Hazardous Substance use as may be requested by Lessor. If requested by Lessor, Lessee shall cause to be performed an environmental assessment of the Premises upon termination of the Lease and shall furnish Lessor a copy of such report, at Lessee's sole cost and expense.

D. Without limitation of the provisions of Section 12 of this Exhibit B, Lessee shall be responsible for all damages, losses, costs, expenses, claims, fines and penalties related in any manner to any Hazardous Substance use of the Premises (or any property in proximity to the Premises) during the term of this Lease or, if longer, during Lessee's occupancy of the Premises, regardless of Lessor's consent to such use or any negligence, misconduct or strict liability of any Indemnified Party (as defined in Section 12), and including, without limitation, (i) any diminution in the value of the Premises and/or any

adjacent property of any of the Indemnified Parties, and (ii) the cost and expense of clean-up, restoration, containment, remediation, decontamination, removal, investigation, monitoring, closure or post-closure. Notwithstanding the foregoing, Lessee shall not be responsible for Hazardous Substances (i) existing on, in or under the Premises prior to the earlier to occur of the commencement of the term of the Lease or Lessee's taking occupancy of the Premises, or (ii) migrating from adjacent property not controlled by Lessee, or (iii) placed on, in or under the Premises by any of the Indemnified Parties; except where the Hazardous Substance is discovered by, or the contamination is exacerbated by, any excavation or investigation undertaken by or at the behest of Lessee. Lessee shall have the burden of proving by a preponderance of the evidence that any of the foregoing exceptions to Lessee's responsibility for Hazardous Substances applies.

E. In addition to the other rights and remedies of Lessor under this Lease or as may be provided by law, if Lessor reasonably determines that the Premises may have been used during the term of this Lease or any prior lease with Lessee for all or any portion of the Premises, or are being used for any Hazardous Substance use, with or without Lessor's consent thereto, and that a release or other contamination may have occurred, Lessor may, at its election and at any time during the life of this Lease or thereafter (i) cause the Premises and/or any adjacent premises of Lessor to be tested, investigated, or monitored for the presence of any Hazardous Substance, (ii) cause any Hazardous Substance to be removed from the Premises and any adjacent lands of Lessor, (iii) cause to be performed any restoration of the Premises and any adjacent lands of Lessor, and (iv) cause to be performed any remediation of, or response to, the environmental condition of the Premises and the adjacent lands of Lessor, as Lessor reasonably may deem necessary or desirable, and the cost and expense thereof shall be reimbursed by Lessee to Lessor within thirty (30) days after rendition of Lessor's bill. In addition, Lessor may, at its election, require Lessee, at Lessee's sole cost and expense, to perform such work, in which event, Lessee shall promptly commence to perform and thereafter diligently prosecute to completion such work, using one or more contractors and a supervising consulting engineer approved in advance by Lessor.

F. For purposes of this Section 7, the term "Hazardous Substance" shall mean (i) those substances included within the definitions of "hazardous substance", "pollutant", "contaminant", or "hazardous waste", in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, et seq., as amended or in RCRA, the regulations promulgated pursuant to either such Act, or state laws and regulations similar to or promulgated pursuant to either such Act, (ii) any material, waste or substance which is (A) petroleum, (B) asbestos, (C) flammable or explosive, or (D) radioactive; and (iii) such other substances, materials and wastes which are or become regulated or classified as hazardous or toxic under any existing or future federal, state or local law.

Section 8. UTILITIES.

A. Lessee will arrange and pay for all utilities and services supplied to the Premises or to Lessee.

B. All utilities and services will be separately metered to Lessee. If not separately metered, Lessee shall pay its proportionate share as reasonably determined by Lessor.

Section 9. LIENS.

Lessee shall not allow any liens to attach to the Premises for any services, labor or materials furnished to the Premises or otherwise arising from Lessee's use of the Premises. Lessor shall have the right to discharge any such liens at Lessee's expense.

Section 10. ALTERATIONS AND IMPROVEMENTS; CLEARANCES.

A. No alterations, improvements or installations may be made on the Premises without the prior consent of Lessor. Such consent, if given, shall be subject to the needs and requirements of the Lessor in the operation of its Railroad and to such other conditions as Lessor determines to impose. In all events such consent shall be conditioned upon strict conformance with all applicable governmental requirements and Lessor's then-current clearance standards.

B. All alterations, improvements or installations shall be at Lessee's sole cost and expense.

C. Lessee shall comply with Lessor's then-current clearance standards, except (i) where to do so would cause Lessee to violate an applicable governmental requirement, or (ii) for any improvement or device in place prior to Lessee taking possession of the Premises if such improvement or device complied with Lessor's clearance standards at the time of its installation.

D. Any actual or implied knowledge of Lessor of a violation of the clearance requirements of this Lease or of any governmental requirements shall not relieve Lessee of the obligation to comply with such requirements, nor shall any consent of Lessor be deemed to be a representation of such compliance.

Section 11. AS-IS.

Lessee accepts the Premises in its present condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Lessee acknowledges that Lessor shall have no duty to maintain, repair or improve the Premises.

Section 12. RELEASE AND INDEMNITY.

A. As a material part of the consideration for this Lease, Lessee, to the extent it may lawfully do so, waives and releases any and all claims against Lessor for, and agrees to indemnify, defend and hold harmless Lessor, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against, any loss, damage (including, without limitation, punitive or consequential damages), injury, liability, claim, demand, cost or expense (including, without limitation, attorneys' fees and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, Lessor, Lessee, or any employee of Lessor or Lessee) (i) for personal injury or property damage caused to any person while on or about the Premises, or (ii) arising from or related to any use of the Premises by Lessee or any invitee or licensee of Lessee, any act or omission of Lessee, its officers, agents, employees, licensees or invitees, or any breach of this Lease by Lessee.

B. The foregoing release and indemnity shall apply regardless of any negligence, misconduct or strict liability of any Indemnified Party, except that the indemnity, only, shall not apply to any Loss determined by final order of a court of competent jurisdiction to have been caused by the sole active direct negligence of any Indemnified Party.

C. Where applicable to the Loss, the liability provisions of any contract between Lessor and Lessee covering the carriage of shipments or trackage serving the Premises shall govern the Loss and shall supersede the provisions of this Section 12.

D. No provision of this Lease with respect to insurance shall limit the extent of the release and indemnity provisions of this Section 12.

Section 13. TERMINATION.

A. Lessor may terminate this Lease for Lessee's default by giving Lessee notice of termination, if Lessee (i) defaults under any obligation of Lessee under this Lease and, after written notice is given by Lessor to Lessee specifying the default, Lessee fails either to immediately commence to cure the default, or to complete the cure expeditiously but in all events within thirty (30) days after the default notice is given, or (ii) Lessee abandons the Premises for a period of one hundred twenty (120) consecutive days.

B. Lessee acknowledges that Lessor's possible future needs for the Premises in connection with Lessor's transportation operations are paramount. Accordingly, if at any time Lessor, in its sole and absolute discretion, determines that the Premises or any portion thereof are necessary or desirable for use in connection with Lessor's transportation operations, or that Lessee's use of the Premises should be terminated due to safety considerations associated with Lessor's transportation operations, Lessor may terminate this Lease upon not less than thirty (30) days notice to Lessee or, in emergency situations, upon such shorter notice as is reasonable in the circumstances.

C. Lessor may terminate this Lease upon not less than thirty (30) days notice to Lessee in the event the Premises form a portion of Lessor's railroad operating right-of-way and such right-of-way is abandoned for railroad operating purposes.

D. After payment of the advance fixed rent to Lessor, Lessee may terminate this Lease without cause upon thirty (30) days notice to Lessor.

Section 14. LESSOR'S REMEDIES.

Lessor's remedies for Lessee's default are to (a) enter and take possession of the Premises, without terminating this Lease, and relet the Premises on behalf of Lessee, collect and receive the rent from reletting, and charge Lessee for the cost of reletting, and/or (b) terminate this Lease as provided in Section 13 A) above and sue Lessee for damages, and/or (c) exercise such other remedies as Lessor may have at law or in equity. Lessor may enter and take possession of the Premises by self-help, by changing locks, if necessary, and may lock out Lessee, all without being liable for damages.

Section 15. VACATION OF PREMISES; REMOVAL OF LESSEE'S PROPERTY.

A. Upon termination howsoever of this Lease, Lessee (i) shall have peaceably and quietly vacated and surrendered possession of the Premises to Lessor, without Lessor giving any notice to quit or demand for possession, and (ii) shall have removed from the Premises all structures, property and other materials not belonging to Lessor, and restored the surface of the ground to as good a condition as the same was in before such structures were erected, including, without limitation, the removal of foundations, the filling in of excavations and pits, and the removal of debris and rubbish.

B. If Lessee has not completed such removal and restoration within thirty (30) days after termination of this Lease, Lessor may, at its election, and at any time or times, (i) perform the work and Lessee shall reimburse Lessor for the cost thereof within thirty (30) days after bill is rendered, (ii) take title to all or any portion of such structures or property by giving notice of such election to Lessee, and/or (iii) treat Lessee as a holdover tenant at will until such removal and restoration is completed.

Section 16. FIBER OPTICS.

Lessee shall telephone Lessor during normal business hours (7:00 a.m. to 9:00 p.m., Central Time, Monday through Fridays, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day

number for emergency calls) to determine if fiber optic cable is buried on the Premises. Lessor may change the telephone number and hours of operation by giving Lessee notice of the change. If cable is buried on the Premises, Lessee will telephone the telecommunications company(ies), arrange for a cable locator, and make arrangements for relocation or other protection of the cable. Notwithstanding compliance by Lessee with this Section 16, the release and indemnity provisions of Section 12 above shall apply fully to any damage or destruction of any telecommunications system.

Section 17. NOTICES.

Any notice, consent or approval to be given under this Lease shall be in writing, and personally served, sent by reputable courier service, or sent by certified mail, postage prepaid, return receipt requested, to Lessor at: Union Pacific Railroad Company, Attn: General Manager - Real Estate, Real Estate Department, 1800 Farnam Street, Omaha, Nebraska 68102; and to Lessee at the above address, or such other address as a party may designate in notice given to the other party. Mailed notices shall be deemed served five (5) days after deposit in the U.S. Mail. Notices which are personally served or sent by courier service shall be deemed served upon receipt.

Section 18. ASSIGNMENT.

A. Lessee may sublease the Premises or assign this Lease, by operation of law or otherwise, only if Lessee provides Lessor with advance notice of the assignment or sublease and the subtenant's or assignee's written agreement for the benefit of Lessor to be bound by the terms of this Lease. No subletting or assignment shall relieve Lessee of its obligations under this Lease. Any assignment or sublease by Lessee in violation of this Paragraph A shall be void and ineffective and shall, at the option of Lessor, result in an immediate termination of this Lease.

B. Subject to this Section 18, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Section 19. CONDEMNATION.

If, as reasonably determined by Lessor, the Premises cannot be used by Lessee because of a condemnation or sale in lieu of condemnation, then this Lease shall automatically terminate. Lessor shall be entitled to the entire award or proceeds for any total or partial condemnation or sale in lieu thereof, including, without limitation, any award or proceeds for the value of the leasehold estate created by this Lease. Notwithstanding the foregoing, Lessee shall have the right to pursue recovery from the condemning authority of such compensation as may be separately awarded to Lessee for Lessee's relocation expenses, the taking of Lessee's personal property and fixtures, and the interruption of or damage to Lessee's business.

Section 20. ATTORNEY'S FEES.

If either party retains an attorney to enforce this Lease (including, without limitation, the indemnity provisions of this Lease), the prevailing party is entitled to recover reasonable attorney's fees.

Section 21. RIGHTS AND OBLIGATIONS OF LESSOR.

If any of the rights and obligations of Lessor under this Lease are substantially and negatively affected by any changes in the laws applicable to this Lease, whether statutory, regulatory or under federal or state judicial precedent, then Lessor may require Lessee to enter into an amendment to

Lindsay Koskiniemi

From: Richard C. Stevenson <rcstevenson@lawyer.com>
Sent: Wednesday, January 18, 2023 3:00 PM
To: Lindsay Koskiniemi
Subject: Re: FW: Long Term Lease Agreement - Expiration Approaching 6/29/2024

I have read the lease agreement. There are pretty stringent insurance provisions, and the rent is defined as the city's responsibility to mow and maintain the RR property within the city. I don't know how much the city uses the property but I suspect it is important for events held at the park. It also encompasses Peach Street I believe. From what I know about the RR we probably have no or very little say about the terms of the contract. [REDACTED]

REDACTED - ATTY/CLIENT PRIVILEGE

Sent: Wednesday, January 18, 2023 at 11:39 AM
From: "Lindsay Koskiniemi" <citymanager@sweenytx.gov>
To: "rcstevenson@lawyer.com" <rcstevenson@lawyer.com>
Subject: FW: Long Term Lease Agreement - Expiration Approaching 6/29/2024

Hi Mr. Charlie,

Can you please review the 20-year lease agreement with Union Pacific? The agreement terminates in June 2024, and they are asking if we wish to renew the lease. I have not read it yet, but I would like to follow up with you after I have read it to see if there is anything the City may want to consider doing differently when we take the agreement to Council.

Thank you,

Lindsay

From: Nathanael Peterson <nathanael.peterson@up.com>
Sent: Wednesday, January 18, 2023 8:15 AM
To: Lindsay Koskiniemi <citymanager@sweenytx.gov>
Subject: RE: Long Term Lease Agreement - Expiration Approaching 6/29/2024

Certainly, I apologize for the delay in getting back to you.

Please see attached lease agreement.

Regards,



Nathanael Peterson

Real Estate

Phone: 402-544-0794

Email: nathanael.peterson@up.com

1400 Douglas Street, Stop 1690

Omaha, NE 68179

From: Lindsay Koskiniemi <citymanager@sweenytx.gov>
Sent: Friday, January 13, 2023 5:46 PM
To: Nathanael Peterson <nathanael.peterson@up.com>
Cc: rcstevenson@lawyer.com
Subject: Re: Long Term Lease Agreement - Expiration Approaching 6/29/2024

*** PROCEED WITH CAUTION - This email was sent from outside the Company ***

Good afternoon, Mr. Peterson,

Can you please send a copy of lease agreement? Sorry to have to ask, but I have only been in this position for 6 months. I would like to review the details before providing an answer.

Thank you,

Lindsay Koskiniemi

Sweeny City Manager

Get [Outlook for iOS](#)

From: Nathanael Peterson <nathanael.peterson@up.com>
Sent: Friday, January 13, 2023 9:56:55 AM
To: Lindsay Koskiniemi <citymanager@sweenytx.gov>
Subject: Long Term Lease Agreement - Expiration Approaching 6/29/2024

Hi Lindsey,

My name is Nathanael and I work in the real estate department at the Union Pacific Railroad. I'm contacting you because we have your name listed as the point of contact for the City of Sweeny, which signed a long-term lease with UP for property along Peach St, Sweeny, TX that is expiring on 6/29/2024. With the expiration date approaching, we need to know if you'll be wanting to renew the leased property or if you're planning to let it terminate.

I've attached a map of the leased location for your reference. Let me know how you'd like to proceed so we can begin the necessary process either way.

Please let me know if you have any questions, Thank you.



DISTANCES ARE APPROXIMATE

LEGEND:

LEASE AREA 

UPRRCO. R/W OUTLINED 

LEASE AREA: 41,670 SQ.FT. / 0.96 AC. +/-

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY
 SWEENEY, BRAZORIA COUNTY, TX
 M.P. 300.9 - ANGLETON SUB.

CADD FILENAME	0220848
SCAN FILENAME	S:/MP/TX/4/220A0S4.TIF

MP/TX/V-4/20AS4
 SCALE: 1" = 100'
 OFFICE OF REAL ESTATE
 OMAHA, NEBRASKA DATE: 12-28-2022
 DSK FILE: 2208-48

Regards,



Nathanael Peterson

Real Estate

Phone: 402-544-0794

Email: nathanael.peterson@up.com

1400 Douglas Street, Stop 1690

Omaha, NE 68179

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AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Meeting Date	2/21/23	Agenda Item	
Approved by City Manager	Yes	Presenter(s)	Abby Kluttz, Sweeny Beautification Chair
Reviewed by City Attorney	Yes	Department	Sweeny Beautification Committee
Subject	Discussion and possible action on a request from Sweeny Beautification to establish a non-profit status under a 501c4, independent of the City of Sweeny.		
Attachments			
Financial Information	Proposed Expenditure:		
	Amount Budgeted:		
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

Sweeny Beautification has already put on several great events for the current fiscal year. In October we hosted a 5k race called the BoDog Dash. Although we did not profit from this event, we have learned ways to make it more successful in the future and would like to continue to host it. In December we hosted the annual Christmas in the park festivities, which had a wonderful community turnout. In February we hosted our first Jr. High Valentines dance which was a huge success! Last weekend we hosted our second annual Mardi Gras festival. Our future plans include, a city wide cleanup day and our annual Pride Day festivities.

With that being said, while Sweeny Beautification has enjoyed being sanctioned under the city for the past 55 years, we have found there are benefits to establishing a 501c4 non-profit status independent of the City such as eligibility for grants and ability to host more diverse events such as bingo. We would like to branch out on our own. Separating from the city will allow us to better allocate our funds, receive grants from the state, and give us more opportunity to grow as an organization.

In order for us to do this we will need the funds that are currently in the Sweeny Beautification account in the amount of \$19,344.57. We would also like to keep our organization's name if we so choose. We would also like to have permission to continue the use of city property, facilities, and utilities for meetings and events.

For the benefit of the city our committee will pursue a non-profit status, we will continue to host events that bring people into this city, and serve our original purpose of To promote improvement and beautification of our community (Within 5 miles of the Sweeny City Limits), Through projects designed for the common good of the whole community.

With that being said with council's approval we would like these terms to be legal binding.



AGENDA MEMO

Business of the City Council

City of Sweeny, Texas

Sweeny Beautification Bank Register

Date	Check Number	Pay To	For	Debit	Credit	Balance		
9/7/2022	2169	Andy's Tree Service	Invoice#571887	\$ 500.00		\$ 21,563.07	Cleared	Books given to Laurie
10/28/2022	TEMP CK	Cash	Change for 5K Boo Run registrations	\$ 150.00		\$ 21,413.07	Cleared	
10/28/2022	TEMP CK	Sweeny Graphics	5K Boo Run- Trophies	\$ 585.00		\$ 20,828.07	Cleared	
10/28/2022	TEMP CK	Sweeny Graphics	5K Boo Run- T-Shirts	\$ 344.00		\$ 20,484.07	Cleared	
10/31/2022	DEBIT	USPS	Post Office Box Fee 11/01/2022-10/31/2023	\$ 74.00		\$ 20,410.07	Cleared	
10/31/2022	Deposit	Square Inc	5K Boo Run 2022- Registrations received		\$ 48.10	\$ 20,458.17	Cleared	
VOID	2170	Sweeny Graphics-VOID	5K Boo Run Trophies-VOID			\$ 20,458.17	VOID	
11/1/2022	2171	United Service Portable Toilets	Mardi Gras Event 2022	\$ 453.69		\$ 20,004.48	Cleared	
11/1/2022	2172	United Service Portable Toilets	Pride Day 2021 Portacans-Past Due Invoice	\$ 1,281.00		\$ 18,723.48	Cleared	
VOID	2173	Sweeny Graphics- VOID	5K Boo Run T-Shirts- VOID			\$ 18,723.48	VOID	
11/9/2022	DEBIT	Lowe's	Christmas In the Park- 2022/Decorations	\$ 14.87		\$ 18,708.61	Cleared	
11/9/2022	DEBIT	Hobby Lobby	Christmas In the Park- 2022/Decorations	\$ 462.44		\$ 18,246.17	Cleared	
11/9/2022	DEBIT	Dollar Tree	Christmas In the Park- 2022/Decorations	\$ 16.24		\$ 18,229.93	Cleared	
11/14/2022	Deposit	SBC Account # 3830	Money From 5K Boo Run 2022 (CASH)		\$ 425.00	\$ 18,654.93	Cleared	
11/14/2022	Deposit	SBC Account # 3830	Check From Melissa Smith - 5K Run		\$ 20.00	\$ 18,674.93	Cleared	
11/14/2022	Deposit	SBC Account # 3830	Check From Enrique Leal- 5K Run		\$ 60.00	\$ 18,734.93	Cleared	
11/18/2022	DEBIT	Amazon	Christmas In the Park- 2022/Decorations	\$ 627.38		\$ 18,107.55	Cleared	
11/18/2022	DEBIT	Amazon	Christmas In the Park- 2022/Decorations	\$ 77.91		\$ 18,029.64	Cleared	
11/18/2022	DEBIT	Amazon	Christmas In the Park- 2022/Decorations	\$ 30.30		\$ 17,999.34	Cleared	
11/22/2022	Deposit	SBC Account # 3830	Bake Sale- 2022		\$ 614.98	\$ 18,614.32	Cleared	
11/27/2022	DEBIT	Walmart	Christmas In the Park- 2022/Decorations	\$ 58.46		\$ 18,555.86	Cleared	
11/28/2022	DEBIT	Tidy Bins (Mark Morgan)	Christmas lights for the Gazebo - 2022	\$ 405.94		\$ 18,149.92	Cleared	
12/2/2022	2174	Ellen Farley	Christmas In the Park- 2022/Decorations	\$ 86.48		\$ 18,063.44	Cleared	Re-Imbursement
12/2/2022	2175	Ashley Rambo	Christmas In the Park- 2022/Decorations	\$ 206.94		\$ 17,856.50	Cleared	Re-Imbursement
12/2/2022	2176	Ashley Rambo	Bake Sale- 2022	\$ 97.82		\$ 17,758.68	Cleared	Re-Imbursement
12/3/2022	ATM	Cash W/D	Cash Prizes for Joe Pantalone Christmas 2022	\$ 200.00		\$ 17,558.68	Cleared	BALANCED
12/19/2022	Deposit	SBC Account # 3830	Money from Christmas in the park 2022- Vendors		\$ 420.00	\$ 17,978.68	Cleared	
12/19/2022	Deposit	SBC Account # 3830	Money from Christmas in the park 2022- Smores Donations		\$ 86.00	\$ 18,064.68	Cleared	BALANCED

Recommended Action

City administration is supportive of this request and recommends approval by City Council subject to the Sweeny Beautification Committee regaining and maintaining good standing as an affiliate of the Keep Texas Beautiful Commission. If this request is approved by City Council, any Sweeny Beautification donations collected by the City will be recognized by the City and transferred to the Committee on a quarterly basis by check.



AGENDA MEMO

Business of the City Council City of Sweeny, Texas

Meeting Date	02.21.2023	Agenda Item	
Approved by City Manager	Yes	Presenter(s)	Lindsay Koskiniemi, City Manager
Reviewed by City Attorney	No	Department	Finance
Subject	Discussion and possible action to update scope of audit needed to meet requirements for an Alternative Compliance Examination Engagement for Recipients that Would Otherwise be Required to Undergo a Single Audit or Program-Specific Audit as a Result of Receiving Coronavirus State and Local Fiscal Recovery Funds.		
Attachments	Engagement Letter for Examination		
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

Due to the amount of state and local funds received under the Americans Recovery Act additional examination is needed to meet financial audit requirements for local governments.

Recommended Action

Staff recommends approval.



Engagement Letter - Examination

February 15, 2023

To the Honorable Mayor, Members of City Council and Management
Sweeny, Texas 77480

We are pleased to confirm our understanding of services we are to provide for the City of Sweeny (the "City").

We will examine the compliance with the compliance requirements "activities allowed or unallowed" and "allowable cost/cost principles" (the specified requirements) as described in Part IV "Requirements for an Alternative Compliance Examination Engagement for Recipients That Would Otherwise be Required to Undergo a Single Audit or Program-Specific Audit as a Result of Receiving Coronavirus State and Local Fiscal Recovery Funds" of the CSLFRF section of the 2022 OMB *Compliance Supplement* (referred to herein as "Requirements for an Alternative CSLFRF Compliance Examination Engagement") of the City as of September 30, 2022. The objectives of our examination are to (1) obtain reasonable assurance about whether the specified requirements are free from material misstatement based on the Requirements for an Alternative CSLFRF Compliance Examination Engagement; and (2) to express an opinion as to whether the specified requirements are presented in all material respects, in accordance with the Requirements for an Alternative CSLFRF Compliance Examination Engagement is fairly stated, in all material respects.

Our examination will be conducted in accordance with attestation standards established by the AICPA and the standards applicable to attestation engagements contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. We will issue a written report upon completion of our examination. Our report will be addressed to the Honorable Mayor and Members of City Council of the City. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express and opinion or may withdraw from this engagement.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

Lake Jackson

8 W Way Ct.
Lake Jackson, TX 77566
979-297-4075

El Campo

201 W. Webb St.
El Campo, TX 77437
979-543-6836

Angleton

2801 N. Velasco, Suite C
Angleton, TX 77515
979-849-8297

Bay City

2245 Avenue G
Bay City, TX 7741
979-245-9236



To the Honorable Mayor, Members of
City Council and Management
City of Sweeny
February 15, 2023
Page 2

We will plan and perform the examination to obtain reasonable assurance about whether the specified requirements are free from material misstatement, based on the Requirements for an Alternative CSLFRF Compliance Examination Engagement. Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material error, or known and suspected fraud or noncompliance with laws or regulations, or internal control deficiencies, that may exist. However, we will inform you of any known and suspected fraud or noncompliance with laws or regulations, internal control deficiencies identified during the engagement, and uncorrected misstatements that come to our attention unless clearly trivial.

We understand that you will provide us with the information required for our examination and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria, but the responsibility for the subject matter remains with you.

You are responsible for the presentation of the specified requirements in accordance with the Requirements for an Alternative CSLFRF Compliance Examination Engagement; and for selecting the criteria and determining that such criteria are suitable, will be available to intended users and are appropriate for the purpose of the engagement. You are responsible for, and agree to provide us with a written assertion about whether the specified requirements are presented in accordance with the Requirements for an Alternative CSLFRF Compliance Examination Engagement. Failure to provide such an assertion will result in our withdrawal from the engagement. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the subject matter; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence.

At the conclusion of the engagement, you agree to provide us with certain written representations in the form of a representation letter.

Wade Whitlow, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We expect to begin our examination on approximately February 22, 2023. We estimate that our fees for these services will be \$4,000. You will also be billed for travel and other out-of-pocket costs such as report production, word processing, postage, etc. The fee estimate is based on anticipated cooperation from your personal and the assumption that unexpected circumstances will not be encountered during the examination. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered and payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

To the Honorable Mayor, Members of
City Council and Management
City of Sweeny
February 15, 2023
Page 3

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign a copy and return it to us.

Very truly yours,

KM&L, LLC

RESPONSE:

This letter correctly sets forth the understanding of the City.

By: _____

Title: _____

Date: _____



AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Meeting Date	02/21/2023	Agenda Item	
Approved by City Manager		Presenter(s)	Michelle Medina
Reviewed by City Attorney		Department	Sweeny EDC
Subject	Sweeny EDC applications for board vacancy		
Attachments			
Financial Information	Expenditure Required:		
	Amount Budgeted:		
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

We have one seat available for the Sweeny EDC board. We only received one application. Neal Bess. The Sweeny EDC board recommends Neal Bess to fill the vacancy with a 3 for and 1 against vote.

Recommended Action

Fill the board vacancy. Or allow us to go out for more applications.



CITY OF SWEENY

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

BOARDS AND COMMISSIONS APPLICATION

Application for:

Planning and Zoning Board of Adjustments

Planning and Zoning Board of Commissions

Economic Development Corporations (EDC)

X

Personal Information:

Name: Neal Bess Jr.

Mailing Address: 1408 Forest Park Court

Physical Address: Sweeny, TX.

Email(s): NRVPARK@gmail

Phone(s): 979-292-4028

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

Life time resident; PASS EDC board member.

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

Signature: Neal Bess Jr. Date: 2-9-23