



## CITY COUNCIL MEETING REGULAR SESSION

Tuesday, May 20, 2025 at 6:00 PM

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

### AGENDA

BE IT KNOWN that the City Council of the City of Sweeny will meet in **Regular Session** on **Tuesday, May 20, 2025 at 6:00 PM.** at City Hall, 102 W. Ashley Wilson Rd, Sweeny, Texas with the following agenda. Council is conducted under modified Roberts Rules of Order as approved by Resolution 102-16; July 19, 2016. In accordance with Chapter §551 of the Texas Government Code, if required, the Council may conduct an executive session on any of the agenda items provided the City Attorney is present.

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#### CALL TO ORDER/ROLL CALL

#### PLEDGES & INVOCATION

#### CEREMONIAL PRESENTATIONS

1. Sweeny Beautification Committee's Yard of the Month
2. Proclamation: Juneteenth; June 19, 2025

#### CITIZENS WISHING TO ADDRESS CITY COUNCIL

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

#### CONSENT AGENDA

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

3. Minutes: Regular Session; April 15, 2025 & Special Session; May 09, 2025
4. Presentation of YTD General Fund and Enterprise Fund Income and Expenses
5. Personnel Status – Information Only
6. Project Status, Gas Compliance, & Sidewalk Repair Report
7. Critical Equipment Report; Generator Hourly Activated Self Test Report

#### REGULAR AGENDA

- [8.](#) Recognition and Presentation of Appreciation Plaque for Councilman John Rambo; Position Four (4)
- [9.](#) Administering of the Oath of Office, Statement of Elected Officer, and Certificate of Election for the duly elected; the Mayor, Council Position Two (2) and Council Position Four (4); Appointing Elected Officials
- [10.](#) Discussion and possible action to agenda request received, disputing the utility bill for 505 Irma; Crowder
- [11.](#) Discussion and possible action to agenda request received for usage of the Sweeny Community Center by the Friends of the Sweeny Library; Bonner
- [12.](#) Discussion and possible action to Texas Rebuild proposal for wellhead rehabilitation.
- [13.](#) Discussion and possible action to Ordinance 25-106, amending or repealing contractor registration requirements, pursuant to the recent repeal of Chapter 114 by Ordinance 25-103; §91.40(B), §91.41(A), §112.03.
- [14.](#) Discussion and possible action on Minute Order 25-M100, establishing a speed limit on Calvie Brown Road, located within Industrial Park.
- [15.](#) Discussion and possible action on the selection of Mayor Pro Tem.

## ITEMS OF COMMUNITY INTEREST

## ADJOURN REGULAR SESSION

I certify that the notice and agenda of items to be considered by the Sweeny City Council on **May 20, 2025** was posted on the City Hall bulletin board on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, at approximately \_\_\_\_\_AM / PM.

\_\_\_\_\_  
Kaydi Smith, City Secretary

I hereby certify that this Public Notice was removed from the City Hall bulletin board on the \_\_\_\_\_ day of \_\_\_\_\_, 2025 at approximately \_\_\_\_\_AM / PM.

\_\_\_\_\_  
Kaydi Smith, City Secretary



**CITY OF SWEENEY  
OFFICE OF THE MAYOR**

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

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

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

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

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

Therefore, I, Dusty Hopkins, Mayor of Sweeny Texas, do hereby proclaim June 19, 2025, to be

## **Juneteenth Day**

in Sweeny and urge the appropriate recognition whereof.

In official recognition whereof, I hereby affix my signature this the 20th day of May 2025.

Mayor Dusty Hopkins

## CITY COUNCIL MEETING REGULAR SESSION

Item 3.

Tuesday, April 15, 2025 at 6:00 PM

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

### MINUTES

BE IT KNOWN that the City Council of the City of Sweeny met in **Regular Session** on **Tuesday, April 15, 2025 at 6:00 PM.** at City Hall, 102 W. Ashley Wilson Rd, Sweeny, Texas with the following agenda.

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#### CALL TO ORDER/ROLL CALL

Mayor called the meeting to order at 6 PM.

Neal Bess Jr., Reese Cook, Brian Brooks, John Rambo, and Caniel "Shaun" Massey were present.

#### PLEDGES & INVOCATION

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

#### CEREMONIAL PRESENTATIONS & COMMENDATIONS

1. Sweeny Beautification Committee's Yard of the Month; Frank Burttschell and Dennis Hill at 706 Brockman St.
2. Commendation: Sweeny Beautification Committee; Successful submission to Keep Texas Beautiful; Ranked 3rd place for the 2025 Governor's Community Achievement Awards under Population Category 2
3. Proclamation(s): 2025 Sweeny STEM Scholars  
National Day of Prayer, May 1st, 2025

Mayor stated the proclamations would be signed and posted within the foyer of City Hall.

#### CITIZENS WISHING TO ADDRESS CITY COUNCIL

Bill Worrell asked about the discontinuation of Certificate of Liability Insurance for Municipal Registered Contractors. Attorney Stevenson announced that Council cannot respond to questions during this portion of the agenda.

#### CONSENT AGENDA

4. Minutes: Special Session, March 25, 2025  
John Rambo moved to approve the Special Session minutes for March 25, 2025. Seconded by Neal Bess Jr. All in favor. Motion carried.
5. Presentation of YTD General Fund and Enterprise Fund Income and Expenses
6. Presentation of Fiscal Year 2024 – 2025 Quarterly Investment Report, Second Quarter  
Mayor Hopkins asked for a motion to accept the 2025 Quarterly Investment Report. John Rambo stated so moved. Shaun Massey seconded. All in favor. Motion carried.
7. Personnel Status – Information Only
8. Project Status, Gas Compliance, and Sidewalk Repair Report
9. Critical Equipment Report; Generator Hourly Activated Self Test Report
10. FY 24/25 2nd Quarter Departmental Reports spanning January 01 - March 31; Police Department, Public Works, City Secretary, Fire Department, SEDC

## REGULAR AGENDA

11. Presentation, discussion and possible action to accept the Fiscal Year 2023-2024 annual financial audit.

Jorden Rollins of Kennemer Masters & Lunsford (KM&L), the City's Financial Auditors, presented Council with the FY 23/24 Financial Audit.

Reese Cook moved to accept. Seconded by Neal Bess Jr. All in favor. Motion carried.

12. Discussion and possible action to requested variances at 906 N Main, Ordinance §156.018 A(4)(d) for illuminated signage & §156.018 A(1)(a) for size of signage allowance; O'Reilly Auto Parts

Jennifer Ronneburger with GoPermit, addressed Council on behalf of Oreilly's Auto Parts, requesting a variance to allow illuminated wall signage that exceeds the City's size requirements at 906 N Main Street. The signage would include a photocell that would turn on the illumination at dark. Additionally, the illumination would be turned off thirty (30) minutes following the store closure each day.

John Rambo motioned to approve the variance for the signage being requested, (per affirmative findings) that will not authorize a type of sign which is specifically prohibited by this subchapter, is not contrary to the goals and objectives outlined by the City's comprehensive plan, is not contrary to the public interest, due to special conditions a literal enforcement of the ordinance would result in unnecessary hardship, the spirit and purpose of the ordinance will be observed, and substantial justice will be done.

Seconded by Neal Bess Jr. Neal Bess Jr., John Rambo, and Shaun Massey were in favor. Reese Cook and Brian Brooks opposed. Motion carried.

13. Discussion and possible action to agenda request for variance to the Zoning Ordinance, Exhibit A, Section 110-173 (C) (4) (c) for proposed fence at 101 S Francis Street; Veronica Montgomery

Veronica Montgomery, owner of 101 S Francis, is requesting a variance to the fence ordinance to install a 4 ft. privacy fence beyond the front of the home as submitted/depicted.

Brian Brooks motioned to approve a variance to the Zoning Ordinance, Exhibit A, Section 110-173, allowing for a privacy fence to extend past the building line on the right side/ southern portion of the property, closest to Avenue A, as depicted and presented, located on 101 S Francis. Seconded by John Rambo. Neal Bess Jr., Brian Brooks, John Rambo, and Shaun Massey were in favor. Reese Cook opposed. Motion carried.

14. Discussion and possible action to agenda request for usage of the Gazebo Park, road closure, and variance to Ord. §113.04, possession or consumption of alcoholic beverages in public places; Kristin Simmons

Kristin Simmons of S Town Legends will be hosting a cook-off on May 23rd & May 24<sup>th</sup> at the Gazebo Park. She is requesting to block West First Street at Main during the event. She is additionally requesting a variance to allow alcohol during the event.

Brian Brooks moved to approve the requested usage of the Gazebo Park on May 23rd and 24th, 2025, allowing for West 1st Street to be blocked from Main Street to Pecan Street during the event, and to approve a variance to Ordinance §113.04, allowing for the possession and consumption of alcoholic beverages within the event. Seconded by Neal Bess Jr. Neal Bess Jr., Brian Brooks, John Rambo, and Shaun Massey were in favor. Reese Cook opposed. Motion carried.

15. Discussion and possible action to approve Ordinance 25-104, repealing Section 110-69 and amending Sections 110-76 and 110-69.2 of Exhibit A of the Zoning Ordinance.

Reese Cook moved to approve Ordinance 25-104, amending Exhibit A of the zoning ordinance as presented. Seconded by Shuan Massey.

Discussion: Councilman Rambo gave a job well done to Councilman Cook.

Reese Cook, Brian Brooks, John Rambo, and Shaun Massey were in favor. Neal Bess Jr. abstained. Motion carried.

16. Discussion and possible action on re-plat, reconfiguring five lots (5) into three (3), currently known as 301 Pecan; Bill Worrell & Robert Goodrum

Mayor asked for a motion to approve the replat as presented. Brian Brooks stated so moved. Seconded by John Rambo. Reese Cook, Brian Brooks, John Rambo, and Shaun Massey were in favor. Neal Bess Jr. abstained. Motion carried.

17. Discussion and possible action to Sweeny Economic Development Corporation's (SEDC's) Bylaw amendments.

City Manager David Jordan stated to utilize City personnel and to move the Executive Director into a position under the City, this amendment within the SEDC bylaws allows for the final move.

Neal Bess Jr. motioned to have the Sweeny EDC to recommend to approve of the EDC Bylaw change. Second by Brian Brooks. Neal Bess Jr., Brian Brooks, and Shaun Massey were in favor. Reese Cook and John Rambo opposed. Motion carried.

18. Discussion and possible action to Ordinance 25-105, accepting the dedication of road, road right of way, utilities, and utility easements within Industrial Park requested by Sweeny Economic Development Corporation

Council discussed the utilities that still need to be completed at the Industrial Park and only accepting the road and road right of way, in order to establish a speed limit. Attorney Stevenson modified the presented ordinance.

Reese Cook moved to approve Ordinance 25-105 accepting the dedication of the road and road right of way only, amending out utilities and utility easements. Seconded by Neal Bess Jr. All in favor. Motion carried.

19. Presentation and discussion of Windstorm Insurance renewal quotes for 2025-2026

Discussion only; no action.

20. Discussion and possible action to Ordinance 25-106, amending the animal control ordinance, adding a trap, neuter, return program for cats.

Reese Cook moved to table. Second by Shaun Massey.

Discussion: Councilman Rambo stated he thinks trapping falls on the homeowner and this would be opening liability, as we may not be capable of doing. Councilman Bess stated that's similar to what he was going to state. Councilman Cook stated this takes on a huge liability and potential liability with a possible partner to work with. The agreement has not been approved (by the partner/ BAAB). Chief Caudle gave a run-down of the procedures and how the program would work between the City ACO and BAAB.

All in favor. Motion carried.

### **ITEMS OF COMMUNITY INTEREST**

David Jordan stated he will need to setup a meeting with BAAB soon.

John Rambo stated the tree planting at Backyard Park with P66 and Trees for Houston will be next Thursday, April 24, 2025.

He additionally stated this is one of his last meetings as he is not running for re-election. He has greatly enjoyed this experience and valued the opportunity to serve. He wishes everyone the best in future endeavors and trusts the City is headed in a good direction.

### **ADJOURN REGULAR SESSION**

Mayor Hopkins adjourned the meeting at 7:29 PM.

Financial Statements are on file with the City Secretary's Office.

*Staff and Boards Present*

City Manager, David Jordan

Chief of Police, Brad Caudle

Director of Public Works, Terrence Bell

Finance Director / Personnel Services, Karla Wilson

City Secretary, Kaydi Smith

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Kaydi Smith -- City Secretary

## CITY COUNCIL MEETING SPECIAL SESSION

Item 3.

Friday, May 09, 2025 at 5:00 PM

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

### MINUTES

BE IT KNOWN that the City Council of the City of Sweeny met in **Special Session** on **Friday, May 09, 2025 at 5:00 PM.** at City Hall, 102 W. Ashley Wilson Rd, Sweeny, Texas with the following agenda.

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#### CALL TO ORDER/ROLL CALL

Mayor called the meeting to order at 5 PM. Reese Cook, Brian Brooks, John Rambo, and Caniel "Shaun" Massey were in attendance. Neal Bess Jr. was absent.

#### PLEDGES & INVOCATION

The pledges were led by John Rambo. The invocation was given by Reese Cook.

#### CITIZENS WISHING TO ADDRESS CITY COUNCIL

N/A

#### REGULAR AGENDA

1. Discussion and possible action to counterproposal for agreement from Benji's Animal Adoption Barn (BAAB) for proposed animal shelter and animal shelter services, up to and including rejection of any proposal and return of funds.

Leigh Ann Thornton of BAAB gave Council an overview of her revised counterproposals for the animal shelter and animal shelter services. After discussion, both parties determined and agreed, that BAAB will not operate the new building, only assist in a support role, and provide medical services and supplies as needed to the City. The City of Sweeny will operate the newly constructed facility.

Shaun Massey motioned to give approval for David to proceed with building of the new Benji's Animal Shelter, and the old shelter to be used for worse-case scenarios and rabies, and be operated by the City of Sweeny, as animal control operates now, and for BAAB to work with Charlie and the City on an agreement for assistance, a MOU with BAAB, and operate still, as our animal control does now.

Seconded by Reese Cook.

Discussion: John Rambo asked about the animals in feces comment previously referenced. Thornton replied that the animals are sick. Brooks apologized for misunderstanding the setup of BAAB and its proposed operations. Ms. Thornton asked that the shelter be called Benji's Animal Barn as it is close to the original name; the City cannot identify as an adoption agency. Council confirmed there would be no lease agreement for the facility or land, no funds are to be collected by BAAB, no operations of the facility are to be completed by BAAB, and BAAB would remain an advisory component to the City. Council asked what happens if there are overages beyond the donated funds of \$50,000.00 during construction. Ms. Thornton responded that the City would reach out to BAAB, and they will look resources.

Shaun Massey stated to amend the previous motion, to include, up to the funds available; repeating so moved. Seconded by John Rambo to amend the original motion.

Shaun Massey motioned to approve the amended motion, or the new full motion. Reese Cook seconded. All in favor. Motion carried.

*Revised counterproposals submitted are entered as exhibits within these minutes, known as Exhibit A. Counterproposals were received after the Council packet was posted.*

Chief Caudle commended Reagan Jernigan for her help, as well as donated time and efforts in helping with our animal control operations.



2. Presentation, discussion, and possible action of Windstorm Insurance renewal quotes for 2025-2026.

Brian Brooks motioned to allow the City Manager to proceed with windstorm policy renewals as presented. Seconded by John Rambo. All in favor. Motion carried.

3. Discussion and possible action to Resolution 25-102, for the submission of the Community Development Block Grant- Mitigation (CDBG-MIT) application, authorizing the Mayor and City Manager to act as the City's Executive Officer and Authorized Representative.

Mayor Hopkins asked for a motion after reading the agenda item information, Resolution 25-102 for the submission of the CDBG MIT application authorizing the Mayor and City Manager to act as the City's Executive Officer and authorized representative. Brian Brooks stated so moved. Seconded by Shaun Massey. All in favor. Motion carried.

4. Discussion and possible action to Resolution 25-103, canvassing the Results of the General Election, May 03, 2025, declaring the candidates Mayor, Position Two (2), and Position Four (4) duly elected.

Mayor Hopkins recited the full Resolution aloud, including the votes received, terms to be held upon canvassing the returns, and declaring the results of the General Election, held on May 3<sup>rd</sup>, 2025, in the City of Sweeny, for the two year terms of Mayor and City Council Positions No. Two (2) & Four (4).

<u>Candidate</u>	<u>Number of Votes</u>
<u>Office of the Mayor</u>	
Dusty Hopkins	296
<u>City Council Position No. Two (2)</u>	
Reese C. Cook	285
<u>City Council Position No. Four (4)</u>	
Sandra Blaine	207
Shellie S. Irwin	145

Mayor Hopkins asked for a motion to accept Resolution 25-103 canvassing the results. John Rambo stated he will make that motion. Seconded by Shaun Massey. All in favor. Motion carried.

### **ITEMS OF COMMUNITY INTEREST**

Mayor Hopkins thanked Ms. Blaine for running and noted it is a thankless job. He appreciates Mr. Rambo and hopes to get him back.

Shaun Massey stated that next Saturday, the Lions Club will be working with other organizations to host a community event at Windmill Run. They will work alongside Brazoria County contacts, the Community Health Network, and Women, Infants, and Children, to bring sno-cones, hotdogs, and a movie night to the residents. Councilman Massey provided Council with a flyer for the event.

*Flyer is entered into these minutes, known as Exhibit B.*

City Manager stated he will be presenting a budget calendar at next meeting.

### **ADJOURN REGULAR SESSION**

Mayor Hopkins adjourned the meeting at 6:50 PM.

Exhibits entered within these Minutes are:

Exhibit A, Revised Counterproposals from BAAB, Agenda Item No. 1  
Cooperative Agreement for Animal Shelter Services

Land/Facility Lease Agreement  
Trap, Neuter-Return Program Agreement

Exhibit B, Flyer, Items of Community Interest, Councilman Massey  
Building Community Relations Building Bridges Flyer

*Staff and Boards Present*

City Manager, David Jordan

Chief of Police, Brad Caudle

Director of Public Works, DeLane Brown

Finance Director / Personnel Services, Karla Wilson

City Secretary, Kaydi Smith

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Kaydi Smith -- City Secretary

## COOPERATIVE AGREEMENT FOR ANIMAL SHELTERING SERVICES

This Cooperative Agreement for Animal Sheltering Services (“Agreement”) is entered into as of \_\_\_\_\_ (the “Effective Date”), by and between Benji’s Animal Adoption Barn, a Texas non-profit corporation (“BAAB”), and the City of Sweeny, a Texas home-rule municipality (“City”) (collectively, the “Parties,” and individually, a “Party”).

### RECITALS

WHEREAS, BAAB operates a no-kill animal shelter and adoption program in full compliance with applicable laws and regulations; and

WHEREAS, the City desires to engage BAAB to provide sheltering and care for animals collected within its jurisdiction; and

WHEREAS, BAAB is willing to provide such services under the terms set forth herein;

WHEREAS, the City collects voluntary donations for Animal Services through utility bill payments, and the Parties desire that all such donations be transferred to BAAB to support the services provided under this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and obligations set forth herein, the Parties agree as follows:

### ARTICLE I. PURPOSE

- 1.1 The purpose of this Agreement is to establish a formal cooperative relationship whereby BAAB shall provide sheltering, care, and related services for animals originating from within the City’s jurisdictional boundaries.

### ARTICLE II. BAAB RESPONSIBILITIES

- 2.1 Facility Operations: BAAB shall be responsible for the operation and management of both its existing and newly constructed shelter facilities, situated on the same property, in full compliance with Chapter 823 of the Texas Health and Safety Code, all applicable federal and state laws, and the provisions of Chapter § 95 of the City of Sweeny Ordinances governing Animal Control.
- 2.2 Spay/Neuter Compliance: BAAB shall implement and enforce spay and neuter requirements in accordance with Chapter 828 of the Texas Health and Safety Code and all applicable provisions for animals adopted from its facilities.
- 2.3 Animal Intake Schedule: BAAB shall accept animals transferred by City Animal Control Officers from Monday through Saturday, between the hours of 10:00 a.m. and 4:30 p.m. Hours for public animal intake shall be clearly posted and may be modified at BAAB’s sole discretion.

- 2.4 Care and Custody of Animals: BAAB shall provide appropriate housing, care, and necessary medical treatment, including vaccinations, for all companion animals delivered by the City.
- 2.5 Shelter Operations: All animals shall initially be housed within the existing shelter facility, where they shall receive required medical and preventive care prior to any transfer to the newly constructed facility.
- 2.6 Daily Care Fee: BAAB will invoice the City at a flat rate of one hundred fifty dollars (\$150.00) per animal for housing and expense purposes.
- 2.7 Emergency Closures: BAAB reserves the right to temporarily suspend operations in the event of emergencies at its sole discretion. Notice of such closures shall be published online and transmitted to the City Manager and Police Chief via email.
- 2.8 Monthly Reporting: BAAB shall submit written monthly reports to the City, detailing animal intake and any additional data or metrics as may be reasonably requested by the City.
- 2.9 Community Cats: BAAB shall not accept healthy, ear-tipped cats from the City or its personnel, in recognition of their status within managed community cat colonies.
- 2.10 After-Hours Protocol: BAAB shall establish and maintain a procedure for the intake of animals after regular business hours in emergency situations, including but not limited to cases involving severe injury or extreme weather conditions.
- 2.11 Field Support: BAAB shall provide intake diversion resources and guidance to City Animal Control Officers to facilitate field-based efforts aimed at reuniting animals with their owners.
- 2.12 Owner Surrender Policy: BAAB retains the exclusive right to decline acceptance of owner-surrendered animals, whether from City residents or the general public, at its sole discretion.
- 2.13 Euthanasia Protocol: Decisions regarding euthanasia shall remain within BAAB's exclusive discretion and shall be executed in accordance with its internal humane policies and all applicable laws.
- 2.14 Disease Prevention: BAAB shall monitor all quarantined animals and administer appropriate vaccinations to prevent the transmission of infectious diseases prior to relocating such animals to the new shelter facility.

### ARTICLE III. CITY RESPONSIBILITIES

- 3.1 Annual Fee: The City shall pay BAAB an annual fee in consideration of unlimited intake services. Said fee of two thousand dollars (\$2,000.00) shall be paid in two equal installments, due on October 1 and April 1 of each fiscal year.

- 3.2 *Fee per Animal:* The City shall pay BAAB a flat fee of one hundred fifty dollars (\$150.00) for each animal that is transferred to BAAB's facility by the City's Animal Control Officer. BAAB shall issue invoices to the City on a monthly basis, listing the number of animals received during the invoicing period along with the corresponding total amount due.
- 3.3 *Fee Adjustment:* The annual fee shall be subject to a Consumer Price Index (CPI) + 3% annual increase. In the year 2035, the Parties shall meet to reassess and adjust the fee as appropriate.
- 3.4 *Transport Sanitation:* The City shall provide Animal Control Officers with appropriate disinfectants and shall ensure that all animal transport vehicles are sanitized after each delivery to BAAB in accordance with the laws of the State of Texas and all applicable health and safety regulations.
- 3.5 *Protocol Compliance:* The City shall ensure its Animal Control Officers follow BAAB's intake and vaccination protocols to prevent contamination and protect animal health.
- 3.6 *Humane Handling:* The City shall ensure that all Animal Control personnel receive and maintain training in humane animal handling in accordance with Chapter 829 of the Texas Health and Safety Code.
- 3.7 *Microchip Scanning and Reunification:* Prior to delivery to BAAB, the City shall ensure that all animals are scanned for microchips and reasonable efforts are made to reunite the animal with its owner.
- 3.8 *Transfer of Utility Bill Donations:* The City shall remit to BAAB all voluntary donations collected through utility bill payments designated for Animal Services. Remittance shall occur on a quarterly basis, no later than thirty (30) calendar days following the end of each fiscal quarter. The City shall provide a written accounting of the total donations collected and transferred with each remittance.

#### ARTICLE IV. PAYMENT TERMS

- 4.1 *Invoicing:* BAAB shall issue invoices in accordance with this Agreement, and the City shall remit payment within thirty (30) calendar days of receipt.
- 4.2 *Late Payment Penalty:* Any unpaid balance shall accrue interest at a rate of ten percent (10%) per annum.
- 4.3 *Suspension of Services:* Failure to pay any undisputed invoice within sixty (60) calendar days of issuance may result in suspension of services upon seven (7) days' prior written notice.

#### ARTICLE V. INDEMNIFICATION AND FORCE MAJEURE

- 5.1 *Mutual Indemnification:* Each Party shall indemnify and hold harmless the other Party, including its officers, employees, agents, and volunteers, against any and all claims,

damages, liabilities, or costs (including attorney's fees) arising from its performance or non-performance under this Agreement, except in cases of the indemnified Party's gross negligence or willful misconduct.

- 5.2 *Force Majeure*: Neither Party shall be held liable for failure to perform under this Agreement due to causes beyond its reasonable control, including but not limited to natural disasters, governmental orders, labor disputes, or acts of terrorism. Obligations affected by such events shall be suspended for the duration of the force majeure condition.

## ARTICLE VI. TERM AND AMENDMENT

- 6.1 *Term*: This Agreement shall commence on October 1, 2025, and remain in effect until September 30, 2035, unless earlier terminated in accordance with Article VIII.
- 6.2 *Amendment*: This Agreement may only be amended in writing signed by both Parties.

## ARTICLE VII. DISPUTE RESOLUTION

- 7.1 *Governing Law*: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue shall lie exclusively in Brazoria County, Texas.
- 7.2 *Dispute Resolution*:
- a. *Negotiation*: The Parties agree to attempt to resolve any disputes through good faith negotiation between designated senior representatives.
  - b. *Mediation*: If unresolved after thirty (30) calendar days, the Parties shall submit the dispute to non-binding mediation before a mutually agreed mediator in Brazoria County, Texas. Mediation costs shall be shared equally.
  - c. *Litigation*: If the dispute remains unresolved, either Party may initiate legal proceedings. The Parties agree to exclusive venue in the district courts of Brazoria County, Texas, and expressly waive the right to a jury trial for any such disputes.

## ARTICLE VIII. TERMINATION

- 8.1 *Termination for Convenience*  
Either Party may terminate this Agreement for any reason by providing at least ninety (90) calendar days' written notice to the other Party. The Parties shall cooperate in good faith to ensure the orderly transition of animal care responsibilities upon termination.
- 8.2 *Termination for Cause*  
This Agreement may be terminated by either Party in the event of a material breach of its terms, provided that the non-breaching Party delivers written notice of the breach and the breaching Party fails to cure such breach within thirty (30) calendar days of receipt of the notice. If the breach is not reasonably curable within thirty (30) days, the breaching Party may submit a written plan to cure within a reasonable timeframe, subject to the non-breaching Party's approval, which shall not be unreasonably withheld.

### 8.3 Effect of Termination

*Upon termination of this Agreement:*

- (a) The City shall remain liable for all undisputed fees incurred through the effective date of termination, including all services performed by BAAB under this Agreement;
- (b) BAAB shall submit a final invoice and provide relevant service records upon request to facilitate the City's transition planning;
- (c) If animals delivered by the City remain in BAAB's custody at the time of termination, the City shall be responsible for all reasonable costs associated with their continued care, adoption, transfer, or humane relocation, including but not limited to transportation, veterinary expenses, and administrative costs related to recordkeeping or coordination;
- (d) The Parties shall work together in good faith to develop a relocation plan that prioritizes animal welfare and minimizes operational disruption.

## ARTICLE IX. MISCELLANEOUS

- 9.1 Entire Agreement: This Agreement represents the full and entire understanding of the Parties with respect to the subject matter and supersedes all prior agreements or understandings, whether written or oral.
- 9.2 Severability: If any provision herein is found to be invalid, the remainder shall continue in full force and effect.
- 9.3 Assignment: Neither Party may assign this Agreement without prior written consent of the other Party, except by operation of law.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

BENJI'S ANIMAL ADOPTION BARN

CITY OF SWEENEY

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Leigh Ann Thornton

Name: \_\_\_\_\_

Title: President

Title: \_\_\_\_\_

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

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

## LAND/FACILITY LEASE AGREEMENT

This Land Lease Agreement (“Agreement”) is entered into as of \_\_\_\_\_, by and between:

The City of Sweeny, a Texas home rule municipality located in Brazoria County, Texas (“Lessor”), and Benji’s Animal Adoption Barn, a Texas Non-Profit Corporation (“Lessee”).

### 1. Premises

Lessor hereby leases to Lessee, and Lessee accepts, the real property and all existing structures located at \_\_\_\_\_, Sweeny, Texas (the “Premises”), for the sole purpose of operating an animal shelter and for all ancillary activities reasonably necessary to fulfill the Lessee’s non-profit mission related to animal welfare.

### 2. Term

The term of this Lease shall commence on \_\_\_\_\_ and shall continue for a period of ninety-nine (99) years, unless earlier terminated pursuant to the terms of this Agreement. The long-term nature of this lease reflects the public interest served by the Lessee’s operations.

### 3. Rent

As consideration for the mutual covenants herein, Lessee shall pay Lessor nominal annual rent in the amount of One Dollar (\$1.00), due on the anniversary of the commencement date each year. The parties acknowledge that this nominal rent reflects the Lessee’s charitable contribution to the community.

### 4. Use of Premises

Lessee shall use the Premises exclusively for the operation of an animal shelter and any directly related services, including but not limited to: animal intake, quarantine, medical care, sterilization, behavioral rehabilitation, fostering, adoption, educational programming, and related community engagement efforts.

### 5. Placement of Portable Building

Lessor hereby grants Lessee the right to place and maintain one or more portable buildings on the Premises, provided such buildings are used in furtherance of Lessee’s animal shelter operations and related nonprofit purposes. The following conditions shall apply:

(a) **Permitted Use:** The portable building(s) may be used for any lawful and mission-related function, including but not limited to administrative offices, veterinary services, storage, or temporary animal housing.



(b) **Approval and Placement:** Lessee shall submit a site plan to the Lessor showing the proposed location(s) of any portable building(s). Lessor's approval shall not be unreasonably withheld, conditioned, or delayed.

(c) **Compliance:** All portable buildings must comply with applicable local, state, and federal regulations, including zoning, safety, accessibility, and building codes.

(d) **Utilities:** If utility connections are required for the portable building(s), such installations shall be at Lessee's expense unless otherwise agreed in writing, and shall not interfere with existing infrastructure or the Lessor's obligations under Section 9.

(e) **Maintenance and Removal:** Lessee shall be responsible for the maintenance of the portable building(s) and shall remove the same at the expiration or earlier termination of the Lease, unless otherwise agreed in writing by the parties.

(f) **No Lien:** Lessee shall ensure that no lien is placed on the Premises as a result of the placement or financing of any portable building.

## 6. Maintenance and Repairs

Lessee shall be responsible for routine maintenance and non-structural repairs necessary to keep the Premises in a clean and serviceable condition. Lessor shall retain responsibility for all major structural repairs and replacements, including but not limited to roof systems, foundations, load-bearing walls, plumbing infrastructure, and HVAC systems. Lessor shall promptly address any such structural repairs necessary to maintain a safe and habitable facility for the animals and staff.

## 7. Compliance with Laws:

Lessee shall comply with all applicable federal, state, and local laws, regulations, and ordinances in connection with its use and operation of the Premises, including laws pertaining to animal welfare, health, safety, and building occupancy.

## 8. Insurance

Lessee shall maintain general liability insurance in commercially reasonable amounts, naming Lessor as an additional insured party. Lessee shall provide certificates of insurance upon request by Lessor.

## 9. Indemnification

Lessee shall indemnify, defend, and hold harmless Lessor from and against any and all claims, demands, liabilities, damages, and expenses, including reasonable attorney's fees, arising out of Lessee's use or occupancy of the Premises, except for any claims arising out of the gross negligence or willful misconduct of Lessor or its agents.

## **10. Utilities and Water Service**

Lessor shall be solely responsible for providing, maintaining, and bearing all costs associated with utilities necessary for the full and proper operation of the animal shelter, including but not limited to electricity, natural gas, water, wastewater, and refuse services.

In furtherance of its obligation to support the health and welfare of sheltered animals, Lessor shall ensure the provision and maintenance of a fully operational water well system on the Premises, which shall serve as the primary water source for all shelter-related activities. The Lessor shall:

- (a) Ensure that the well is always maintained in safe and operational condition.
- (b) Conduct comprehensive water quality testing on an annual basis, performed by a certified water testing laboratory, to confirm compliance with all applicable federal and state public health standards for potable water.
- (c) Promptly undertake any necessary repairs, upgrades, or corrective actions if the water system fails to meet applicable safety thresholds or is otherwise rendered non-operational.

Lessor expressly acknowledges the critical importance of a clean, reliable water supply to the humane care of animals and agrees to take all necessary and timely actions to avoid any interruption of water services to the Premises.

Failure by the Lessor to fulfill its obligations under this Section 10 shall constitute a material breach of this Agreement.

## **11. Dispute Resolution**

In the event of any dispute, claim, or controversy arising out of or related to this Agreement, the parties agree to first attempt in good faith to resolve the matter through informal negotiations. If a resolution cannot be reached within thirty (30) days, the parties shall submit the dispute to non-binding mediation administered by a mutually agreed-upon mediator in Brazoria County, Texas.

If mediation is unsuccessful, either party may initiate legal proceedings in a court of competent jurisdiction as provided in Section 12. Each party shall bear its own costs and attorney's fees, except as otherwise provided by law or court order.

## **12. Governing Law and Venue**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Exclusive venue for any legal action arising under this Agreement shall lie in the state or federal courts located in Brazoria County, Texas.

### 13. Renewal Option

At the expiration of the initial ninety-nine (99) year term, Lessee shall have the exclusive option to renew this Lease for an additional ninety-nine (99) year term under the same terms and conditions, unless otherwise mutually agreed upon in writing by the parties. Lessee shall provide written notice of its intent to renew no less than one (1) year prior to the expiration of the original lease term.

### 14. Termination

This Agreement is intended to be long-term and stable in recognition of the public service provided by Lessee. Accordingly, early termination shall be strictly limited and permitted only under the following conditions:

- (a) **Mutual Agreement:** This Lease may be terminated at any time by mutual written agreement of both parties.
- (b) **Material Breach by Lessee:** Lessor may terminate this Lease only in the event of a material breach by Lessee that (i) substantially impairs the core purpose of this Agreement, and (ii) remains uncured for a period of ninety (90) days following written notice specifying the breach in detail. Lessee shall have the right to request a meeting with Lessor to resolve the matter prior to termination, and Lessor shall act in good faith to allow a reasonable cure or corrective plan.
- (c) **Voluntary Termination by Lessee:** Lessee may terminate this Lease at any time upon one hundred twenty (120) days' written notice to Lessor, provided that Lessee vacates the Premises and restores it to a clean and safe condition, normal wear and tear excepted.
- (d) **Abandonment Defined Narrowly:** Abandonment shall not be presumed merely because of temporary closure due to renovations, natural disasters, funding issues, or emergencies. Only a continuous and unexplained cessation of operations for more than one hundred eighty (180) days, without notice or attempt to resume operations, shall be considered abandonment, and then only after Lessor has provided written notice and an additional sixty (60) days to resume occupancy.
- (e) **Condemnation or Uninhabitability:** In the event the Premises are taken by eminent domain, rendered permanently uninhabitable by casualty, or otherwise made unusable for shelter operations through no fault of Lessee, Lessee shall have the option to terminate this Agreement upon thirty (30) days' written notice, without penalty or further obligation.
- (f) **Legal Prohibition:** If a final, non-appealable court order or law prohibits Lessee from lawfully operating an animal shelter on the Premises, either party may terminate the Agreement upon thirty (30) days' written notice.

In all cases of termination, Lessee shall be entitled to remove its personal property and any portable buildings as provided in Section 5(e). Lessor agrees to cooperate in good faith to

minimize disruption to Lessee's operations and to facilitate an orderly transition of services for the benefit of the animals and the community.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**LESSOR**

The City of Sweeny

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**LESSEE**

Benji's Animal Adoption Barn

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## TRAP-NEUTER-RETURN PROGRAM AGREEMENT

*Between*

Benji's Animal Adoption Barn

*And*

The City of Sweeny

This Agreement ("Agreement") is entered into as of \_\_\_\_\_, by and between Benji's Animal Adoption Barn, a nonprofit animal welfare organization organized under the laws of the State of Texas, with a principal address of business at P.O. Box 451 Sweeny, Texas 77480 ("BAAB"), and The City of Sweeny, a municipal corporation organized and existing under the laws of the State of Texas, with its principal offices located at 102 W. Ashley Wilson Rd. Sweeny, Texas 77480 ("City").

### RECITALS

WHEREAS, BAAB desires to support the humane management of the feral cat population within the City through a Trap-Neuter-Return (TNR) program;

WHEREAS, the City acknowledges the benefits of a TNR program in reducing the feral cat population and promoting public health, environmental balance, and animal welfare;

WHEREAS, under Texas Penal Code § 42.092 (as amended by House Bill 3660, 88th Leg., R.S. (2023)), individuals and organizations participating in a Trap-Neuter-Return Program are exempt from prosecution for abandonment of animals, provided the animal is released in accordance with a defined TNR procedure;

WHEREAS, the Parties also recognize that TNR programs align with Texas Health and Safety Code Chapter 828, which emphasizes the sterilization of cats as a method of population control and public benefit;

WHEREAS, BAAB intends to fund the TNR of up to three (3) feral cats per calendar month through community donations, utilizing a licensed veterinarian selected by BAAB;

WHEREAS, the City agrees to collaborate with said veterinarian to schedule procedures on dates mutually accommodating to both the veterinarian and the City;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

## **1. PURPOSE**

The purpose of this Agreement is to establish terms and conditions under which BAAB shall sponsor the Trap-Neuter-Return of feral cats within the City of Sweeny and under which the City shall collaborate in support of this initiative.

## **2. RESPONSIBILITIES OF BAAB**

### **2.1 Funding:**

BAAB shall cover the cost of up to three (3) TNR procedures per calendar month, funded through community donations.

### **2.2 Veterinary Services:**

BAAB shall select a licensed veterinarian within the City limits to perform the TNR procedures. The selected veterinarian must be licensed to practice in Texas and authorized to perform sterilization and vaccination services. If a veterinarian within the City limits is unavailable, BAAB shall coordinate with the City Manager and/or City Council to select a licensed veterinarian.

### **2.3 Payment:**

BAAB shall remit payment directly to the selected veterinarian for the approved number of TNR procedures per month.

### **2.4 Coordination:**

BAAB shall notify the City of the selected veterinarian and provide contact information necessary for scheduling.

### **2.5 Reporting:**

BAAB shall maintain records of all TNR procedures funded under this Agreement and provide quarterly summaries to the City upon request.

## **3. RESPONSIBILITIES OF THE CITY**

### **3.1 Scheduling Support:**

The City shall coordinate with the selected veterinarian to schedule TNR procedures on mutually agreeable dates, with the goal of accommodating both the veterinarian's availability and City logistics.

### 3.2 Cat Trapping and Transportation:

At its discretion, the City may assist in the humane trapping and transportation of feral cats to the selected veterinarian or authorize third parties to assist in accordance with applicable law.

### 3.3 Public Support and Outreach:

The City should encourage public cooperation and provide support to ensure the success and visibility of the TNR program.

## 4. LEGAL COMPLIANCE AND AUTHORIZATION

### 4.1 Authorization Under Texas Penal Code § 42.092:

The Parties acknowledge and agree that the activities contemplated under this Agreement are authorized under Texas Penal Code § 42.092 (as amended by H.B. 3660, 2023). Specifically, the act of returning sterilized and vaccinated feral cats to their original locations shall not constitute "abandonment" and shall serve as a lawful defense to prosecution for abandonment when conducted under a recognized Trap-Neuter-Return Program

### 4.2 Sterilization Compliance Under Texas Health and Safety Code Chapter 828:

All sterilization procedures performed pursuant to this Agreement shall comply with Texas Health and Safety Code Chapter 828, which governs the sterilization of dogs and cats and reflects the state's policy in support of reducing animal overpopulation through responsible means.

### 4.3 Municipal Authority:

This Agreement is entered into pursuant to the City's authority to regulate and manage public health and nuisance animals under Texas Local Government Code Chapters 51 and 54.

## 5. TERM AND TERMINATION

### 5.1 Term:

This Agreement shall become effective on \_\_\_\_\_ and shall remain in effect for one (1) year, unless terminated earlier in accordance with this section.

#### 5.2 Renewal:

Upon mutual written agreement, this Agreement may be renewed for additional one-year terms.

#### 5.3 Termination for Convenience:

Either Party may terminate this Agreement for any reason by providing thirty (30) days' written notice to the other Party.

#### 5.4 Termination for Cause:

Either Party may terminate this Agreement immediately in the event of a material breach by the other Party that remains uncured for ten (10) days following written notice.

## **6. GENERAL PROVISIONS**

#### 6.1 Indemnification:

Each Party agrees to indemnify, defend, and hold harmless the other Party from any and all claims, liabilities, damages, or expenses arising from its own acts or omissions under this Agreement.

#### 6.2 Independent Contractors:

Nothing herein shall be construed as creating a partnership, joint venture, or employment relationship between the Parties.

#### 6.3 Compliance with Law:

All TNR activities undertaken pursuant to this Agreement shall comply with all applicable federal, state, and local laws and regulations.

#### 6.4 Notices:

All notices required or permitted under this Agreement shall be in writing and delivered to the addresses specified above by personal delivery, certified mail, or recognized courier.

#### 6.5 Entire Agreement:

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior negotiations and agreements.



#### 6.6 Amendments:

This Agreement may be amended only by a written instrument signed by both Parties.

#### 6.7 Governing Law:

This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date by their duly authorized representatives:

Benji's Animal Adoption Barn

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

City of Sweeny

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## BRIDGING OUR COMMUNITY



Item 3.

# **BUILDING COMMUNITY RELATIONS BUILDING BRIDGES**



## **MISSION**

- To strengthen our community by fostering connections, and by promoting and giving resources to empower individuals

## **GOAL**

- Improve Neighborhood Communication
- Improve Neighborhood Trust
- Improve Neighborhood Outreach

**JOIN US AT:**  
**WINDMILL RUN APARTMENTS**  
**SATURDAY, MAY 17th, 2025**  
**@ 4pm**



# AGENDA MEMO

Business of the City Council  
City of Sweeny, Texas

Item 4.

<b>Meeting Date</b>	05/20/2025	<b>Agenda Items</b>	
<b>Approved by City Manager</b>		<b>Presenter(s)</b>	Karla Wilson
<b>Reviewed by City Attorney</b>		<b>Department</b>	Budget/Finance
<b>Subject</b>	Presentation of YTD General Fund and Enterprise Fund Income and Expenses		
<b>Council Strategic Goals</b>	This meets the strategic goal of Government Sustainability by protecting the City's financial integrity and ensuring government transparency.		
<b>Attachments / Supporting documents</b>	General Fund Income Statement Enterprise Fund Income Statement		
<b>Financial Information</b>	Expenditure Required:	N/A	
	Amount Budgeted:	Attached	
	Account Number:	Attached	
	Additional Appropriation Required:	Attached	
	Additional Account Number:	N/A	

## Executive Summary

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

## Recommended Action

Staff recommends acceptance.



# AGENDA MEMO

## Business of the City Council

### City of Sweeny, Texas

Item 5.

<b>Meeting Date</b>	05/20/2025	<b>Agenda Items</b>	
<b>Approved by City Manager</b>		<b>Presenter(s)</b>	Karla Wilson
<b>Reviewed by City Attorney</b>		<b>Department</b>	Personnel
<b>Subject</b>	Personnel Status – Information Only		
<b>Council Strategic Goals</b>			
<b>Attachments / Supporting documents</b>			
<b>Financial Information</b>	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

#### Executive Summary

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





# AGENDA MEMO

## Business of the City Council

### City of Sweeny, Texas

Item 5.

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

#### Recommended Action

Information only; no recommended action.

## May Updates

**Main Street water project:** The last connection that feeds the Fire Station is being performed today. Most of the road way patches have been completed and the sidewalk repairs are done.

We will be doing a walk through next week to determine a punch list of items that may have been missed during construction and cleanup process. With that said this project is now substantially complete.

**Avenue A sewer Project:** Progress is still being made and as of today we are still on schedule. They may start slowing down in the progress as the contractor has hit water sand and will have to start well pointing to dewater the ground in order to keep moving forward. They have done some test hole to determine how far this may affect them. My fear is that the closer they get to the slough off of Main Street it may not get any better.

All of this was planned for in the budget so there should not be any additional cost to us.

**Animal Shelter:** The building has been ordered and a couple of trees removed at the location. Our staff will be building the dirt pad for the foundation next week. We plan to build it up a minimum of 18" prior to the concrete to help prevent storm water from entering the building.

**Gas Compliance:** We are still working on updating our Operation, Maintenance, and Emergency Manual, some of it has been submitted to the Railroad Commission for review.

We have also submitted the drawing plan for new pipe to a local contractor that does directional boring to see if we can get better pricing than the Houston contractors that have quoted it in the past. We will also be working

with staff in the next few weeks for updated qualification reviews that required annually.

**Sidewalks:** Now that the Main street project is closing out, we are contacting contractors for quotes on sidewalk repairs based on a square ft cost to be performed at several locations throughout the City. By getting prices this way, we can provide a better location list based on funds available and areas of need. The prices will include saw cutting, removal and disposal of old concrete, pilot bore for rebar in remaining concrete and replacement with new concrete.



## Office of Public Works Update

4/25/2025 DeLane Brown Becomes new Public Works Director.

### Work Orders:

Water- 30 Closed, 6 water leaks were repaired.

Sewer- 8 Closed, lines were jetted out.

Streets- 8 Closed, 6 potholes, 1 sign repair and the other was a curb repair.

Gas- 9 Closed, 3 gas leaks repaired

Permits- 15 Closed.

### Major Equipment:

Powell lift station was redone and added to the SCATA system.

Pecan lift station needed new belts and the generator needs a new battery

Wastewater Plant Clarifier 2 was drained, cleaned and then refilled to be put back into service.

Wastewater plant Lift station pump 1 and 2 cleaned of rags.

Wastewater plant reclaimed pumps piped in.





# AGENDA MEMO

Business of the City Council  
City of Sweeny, Texas

Item 8.

<b>Meeting Date</b>	05/20/2025	<b>Agenda Items</b>	
<b>Approved by City Manager</b>		<b>Presenter(s)</b>	Kaydi Smith
<b>Reviewed by City Attorney</b>		<b>Department</b>	Council
<b>Subject</b>	Recognition and Presentation of Appreciation Plaque for John Rambo, Council Position No. 4		
<b>Financial Information</b>	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

## Executive Summary

Recognition of Councilman Rambo for his years of service on City Council. Rambo has served from 2019 to 2025 as Council Position No. 4.



# AGENDA MEMO

Business of the City Council  
City of Sweeny, Texas

Item 9.

<b>Meeting Date</b>	05/20/2025	<b>Agenda Items</b>	
<b>Approved by City Manager</b>		<b>Presenter(s)</b>	Kaydi Smith
<b>Reviewed by City Attorney</b>		<b>Department</b>	Council
<b>Subject</b>	Administering of the Oath of Office, Statement of Elected Officer, and Certificate of Election for the duly elected; the Mayor, Council Position Two (2) and Council Position Four (4); Appointing Elected Officials		
<b>Financial Information</b>	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

## Executive Summary

Each candidate that received the highest number of votes at the Sweeny General Election, held May 3<sup>rd</sup>, 2025, are considered duly elected, and will be administered their Oath of Office and Statement of Elected Officer. Each will receive their Certificate of Election.



# AGENDA MEMO

Business of the City Council  
City of Sweeny, Texas

<b>Meeting Date</b>	05/20/2025	<b>Agenda Items</b>	
<b>Approved by City Manager</b>		<b>Presenter(s)</b>	Ag Request Received; Crowder
<b>Reviewed by City Attorney</b>		<b>Department</b>	Utilities
<b>Subject</b>	Discussion and possible action to agenda request received, disputing the utility bill for 505 Irma; Crowder		
<b>Financial Information</b>	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

## Executive Summary

Agenda Request Received is attached disputing a high utility bill for gas usage at 505 Irma. Utility Billing Manager's synopsis with correlating utility readings and work orders are attached.

## Recommended Action

Council Discretion



# CITY OF SWEENY

Item 10.

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

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

## Personal Information:

Name: Stephanie and Stephen Crowder

Mailing Address: \_\_\_\_\_

Physical Address: 505 Irma Street

Email(s): 

Phone(s): 

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

We would like to appeal our bill dated 02/18/25 - 03/17/25. I contacted the City Hall on 04/08/2025 after receiving my utility bill in the amount of \$981.91. This is not a typical bill for our residence. Our average bill is around \$125. As I looked closer at the bill, I saw \$877.59 was billed for gas. I advised the city of a sudden increase and was told I potentially had a gas leak, and someone would be out to check. The city called back and advised there was not a leak on their side and suggested I hire a plumber to check the lines on my side as a leak would be a cause for such an increase in my bill. At that point I would have expected the gas to be turned off at my house due to a potential leak, however, it was not. EW Plumbing came to our residence on 04/09/2025 and did a thorough check of our lines and pressure test. It was determined we did not have a gas leak. Trayvion with the City of Sweeny came to our residence while the plumber was doing the pressure test. He stated many people have been having trouble with their bills due to all the digging the city has been doing. I called the City on 04/10/25 to discuss further how to resolve this issue. I spoke with the City Manager and explained the situation. I was told the price of gas fluctuates monthly. Our bill has never flucated up to anywhere near \$1000 in the past, and it's absurd to suggest the price of gas flucuated that much. I was also told there was no possible way there could be an issue with meter. When I asked the city manager if he would check in to matter further, he reported he would not be checking in to why my bill was so high and as far as he was concerned, I just had a high bill complaint. I was offered a payment plan by the city manager and then told I could appeal the bill at the city council meeting that would be held almost 6 weeks later. The total gas bill is more than we use in a year. I am disappointed with lack of care or concern by the city manager. I asked why my gas wasn't turned off and he said a gas leak wasn't suspected. I asked why I was told I needed a plumber to then check my lines if no leak was suspected and he said I did not have to do that. I asked about the meter being checked for any malfunction and was told it would not malfunction or be misread.

Signature:  Date: 4/11/25

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

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

2:13pm  
Rec 4.11.25  
m



When I was entering gas readings for March I noticed Mrs. Crowders' gas was high, so I sent it out for a reread. The reread was in line with what the original reading was so I requested a picture of the meter via work order to ensure we were reading it correctly.

Work order #34687614, attached, shows the picture of the gas meter, which proved public works did not misread the meter.

I billed the customer at 4497 per the reread sheet.

The customer called into city hall questioning her high gas bill, I consulted with Mr. Jordan as we did bill correctly and I wasn't sure what else we could do. I informed the customer that we could put in a work order to check for a leak on our side and a little over onto their side, but with the little change in readings we didn't assume there was one, and she didn't smell gas in the area.

Work order #34925161, attached.

At this point we had exhausted all measures so I let her know if she would like she could get a pressure test just to confirm further.

I was made aware that the customer has a pool, I have not asked if her pool is heated. If her pool is heated or if she has a hot tub, that is where the gas usage could've possibly be used.

I think this should be considered in this situation, as a gas meter with a dial is going to calculate the gas usage going through and I do not see it malfunctioning as a digital meter could.

*K. Black*  
5/2/25

USER: Admin - 1

## CITY OF SWEENEY ROUTE 012

READING

*Item 10.*

ACCT NO.	NAME	RD SEQ	METER NO	METER LOCATION				
SERV	SERVICE ADDRESS	SEAL NO.	MODULE ID	STATUS	ACCT NO.	PREV READ		CUR READ

CROWDER, STEPHANIE

GA

505 IRMA

A

3470

44, 45

ROUTE 012

TOTALS

COUNT

97

DATE: 03/20/2025  
TIME: 12:42:41  
USER: Admin - 1

METER RE-READ WORKSHEET  
CITY OF SWEENEY ROUTE 012

PR1

PAGE  
REREAD

Item 10.

ACCT NO.	NAME	METER NO	METER LOCATION	PREV	POSTING
READ DT SERV	SERVICE ADDRESS/APARTMENT NO.	MODULE ID	ACCT NO.	READ/CONS	FLAG PRES READ

03/17/25 GA CROWDER, STEPHANIE  
505 IRMA

ROUTE 012 TOTALS COUNT 11

10 3470 61 7 4495 4497

kept after w/o

Name: Trevion

date: 3/20/25

Entered ✓  
7/11

✓ 2/11

Task # 34687614

City of Sweeny  
102 W. Ashley Wilson Rd, Sweeny, TX

Item 10.

Status: Closed			Priority: Yes	
Submitted By	Phone	Email	Address	
Kyli Jones		utilitybilling@sweenytx.gov	102 W. Ashley Wilson Rd	
Type	Area	Room	Class	Assigned To
GAS		505 Irma		
Asset	GL Code	Transaction Vendor	Amount \$	Assigned Vendor
Date Created	Date Modified	Resolution		Duration
03/25/2025 12.45 PM	03/25/2025 1.09 PM	0 Days 0Hrs 23Mins		0Hrs 0 Mins

Comments:

Please provide picture of gas meter at 505 Irma  
GA M# : LR@3470

Notes:

Picture for 505 Irma St has been provided. Trevion Johnson Tue Mar 25 13:09:25 CDT 2025





Reads 4500

Status: Closed			Priority: Yes	
Submitted By	Phone	Email	Address	
Kyli Jones		utilitybilling@sweenytx.gov	102 W. Ashley Wilson Rd	
Type	Area	Room	Class	Assigned To
GAS		505 Irma		
Asset	GL Code	Transaction Vendor	Amount \$	Assigned Vendor
Date Created	Date Modified	Resolution		Duration
04/08/2025 9:58 AM	04/08/2025 3:00 PM	0 Days 5 Hrs 2 Mins		0 Hrs 0 Mins

## Comments:

Attn: Courtlyn

505 Irma

Per Mr. Jordan - please go to the location and check all around the meter and a little past with the leak detector for any signs of a gas leak.

Please provide picture of gas meter

GA M# LR@4497

## Notes:

MN GR 4508 snoop liquid on the meter no signs of a leak and nothing detected on the equipment when we walked the line so no signs of a leak in the area or meter Daniel Wright Tue Apr 08 15:00:02 CDT 2025

Called customer, informed her we billed accurately and found no sign of a leak. She can get a pressure test if she d like, but we have done all we can, and our billing is accurate. Offered her a payment plan if she needs. - She is going to talk to her husband and call back. Kyli Jones on Wed Apr 09 09:59:33 CDT 2025



# AGENDA MEMO

Business of the City Council  
City of Sweeny, Texas

<b>Meeting Date</b>	05/20/2025	<b>Agenda Items</b>	
<b>Approved by City Manager</b>		<b>Presenter(s)</b>	Ag Request Received; Bonner
<b>Reviewed by City Attorney</b>		<b>Department</b>	Community Center
<b>Subject</b>	Discussion and possible action to agenda request received for usage of the Community Center by the Friends of the Sweeny Library; Bonner		
<b>Financial Information</b>	Expenditure Required:	Per Cleaning	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

## Executive Summary

Agenda Request Received is attached for usage of the community center.

They are requesting storage for their books and the use of the Community Center for their reading program at no cost.

The City rents the Community Center for \$440.00. The City is required to have the space clean, prior to occupancy of the next renter. Renters paying for the Center expect for the rental to be clean upon entering.

The cleaning fee/janitorial cost per rental is \$90.00.

## Recommended Action

Council discretion:

IF APPROVED, It is suggested that the Library be responsible for their own janitorial supplies used when cleaning after said events, not utilizing the City's purchased supplies, and subject to full janitorial services cleaning costs, if the center is found in a subpar and/or unsatisfactory condition to the required standard of cleanliness, following each of the events.



# CITY OF SWEENY

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

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

## Personal Information:

Name:

*Katherine Bonner*

Mailing Address:

*203 N TRAVIS ST*

Physical Address:

*Same*

Email(s):

[REDACTED]

Phone(s):

[REDACTED]

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

*Friends of Sweeny Library*

- 1) Storage for Book sales <sup>twice a year</sup> ~~storage~~ <sub>this is our biggest fundraiser.</sub>*
- 2) Use of Community Center at least twice in Summer for reading program*

Signature:

*Katherine Bonner*

Date:

*4/8/2025*

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

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

*Rec 4.8.25  
am 9:24am*

Dear Sweeny manager,

I hope this message finds you well. I am writing to respectfully request permission to use the Sweeny Civic Center at no cost for our upcoming Summer Reading Programs.

As part of our commitment to responsibly use the facility, we will take photographs of the Civic Center before and after our event to ensure that the condition of the facility is maintained and cleaned to provide documentation of our care and respect for the space.

We truly appreciate your consideration of this request and your continued support of community programs. Please let us know if any additional forms or documentation are needed for approval.

Thank you for your time and consideration.

Sincerely, Sweeny Community Library Association

Katherine Bonner  
President of  
Friends of Sweeny Library





# AGENDA MEMO

Business of the City Council  
City of Sweeny, Texas

<b>Meeting Date</b>	05/20/2025	<b>Agenda Items</b>	
<b>Approved by City Manager</b>		<b>Presenter(s)</b>	City Manager
<b>Reviewed by City Attorney</b>		<b>Department</b>	Infrastructure/ Enterprise
<b>Subject</b>	Discuss and possible action to Texas Rebuild proposal for wellhead rehabilitation.		
<b>Financial Information</b>	Expenditure Required:	\$10,000.00	
	Amount Budgeted:	None	
	Account Number:	50-11-6710	
	Additional Appropriation Required:	\$10,000.00 from TexPool Infrastructure Donations Fund Balance	
	Additional Account Number:	Enterprise 10-1876 TexPool Infrastructure Fund	

## Executive Summary

Proposal is attached from Texas Rebuild to rehabilitate four wells; Peach., Sycamore, MLK, and Travis.

Recommended to use funds out of the Infrastructure Donation Fund. Current account balance is \$23,675.57.

## Recommended Action

To approve the proposal from Texas Rebuild, allowing the City Manager to execute the agreement, and to approve a budget amendment for the expenditure, in the amount of \$10,000.00, from the TexPool Infrastructure Donations Fund balance.

<b>Texas Rebuild LLC</b>	<b>City of Sweeny</b>
18630 Halff Bend Dr.	102 W. Ashley Wilson Rd
Cypress, TX 77433	Sweeny, TX 77480
713-553-6058	979.548.3321
<b>Proposal #: 80-01</b>	<b>Proposal date: 4/29/2025</b>
<b>Project Name: BiCARBUS Wellhead Rehabilitation</b>	

## PROPOSAL

The proposed scope of work is provided to assist the City of Sweeny in cleaning the 4 waters wells. The 4 water wells are at the following locations.

- 1) Peach St.
- 2) Sycamore St.
- 3) Martin Luther King St.
- 4) Travis St.

Texas Rebuild will provide the following in the scope of work

### SCOPE OF WORK:

- Mobilization
- Provide the required gallons of BiCARBUS needed for 4 wells
- Document baseline conditions
- Inoculation of 4 wells
- Surge wells 2x to enable BiCARBUS to mix in with well water
- ORP slope readings
- Pump out water with dissolved scale
- Document post rehabilitation conditions

### Clarifications:

- This proposal is developed using data from Texas Water Development Board Groundwater Database Well Information Reports
- The amount of BiCARBUS needed for well rehabilitation was calculated based on Well Information Reports
- Proposed Treatment BiCARBUS/Water Ratio – 1:500 gallons
- Texas Rebuild will attempt to perform cleaning of wells in one day
- City and Texas Rebuild will coordinate the order of wells to be cleaned

### Exclusions:

- Repairs to wells needed prior to cleaning
- Any target % well improvements – increase in GPM targets

<b>Contract Price: \$10,000.00</b>	<b>Payments:</b> <ul style="list-style-type: none"> <li>\$10,000 due upon completion of the Work.</li> </ul>
<b>Commencement of Work:</b> May 2025	<b>Completion of Work:</b> Within 14 days commencement of work

**ACCEPTANCE:**

By signing, the parties agree to execute this agreement, including the terms and conditions herein.

\_\_\_\_\_  
**Customer Representative**

Name / Title

\_\_\_\_\_  
**Customer Representative**

Signature

\_\_\_\_\_  
Larry Jones / General Manager

**Texas Rebuild Representative**

Name / Title

\_\_\_\_\_  
*Larry Jones*
**Texas Rebuild Representative**

Signature

*Terms and Conditions on following page.*



## TERMS AND CONDITIONS

**SCOPE OF WORK:** This proposal is valid for 30 calendar days from the date on the proposal. As necessary, Texas Rebuild will promptly provide pricing for any changes, modifications, or additions to the scope of work outlined in this proposal. Texas Rebuild will not be obligated to proceed with any changes, additional, or modified work until it receives a change order at an agreed-upon price.

**PAYMENTS:** Payments are to be made on a progress basis. Customer agrees to pay Texas Rebuild invoices in full upon receipt of invoice. If invoices are not paid within 30 days of invoice receipt, Texas Rebuild will add 1% per month interest.

**LIABILITY:** Texas Rebuild will not be held liable for any indirect or consequential damages that arise from the equipment or material furnished or the work performed according to this agreement.

**TAXES:** The proposal cost herein does not include taxes. The Customer is responsible for paying any taxes that are not legally required for Texas Rebuild to pay.

**INDEMNIFICATION:** The Parties agree to defend, indemnify, and hold harmless each other from and against all claims, actions, liabilities, claims, damages, expenses and losses, including reasonable attorneys' fees, arising out of any negligent act or omission of the indemnifying Party.

**DELAYS:** Texas Rebuild and the Customer agree that an extension of time is appropriate if Texas Rebuild's work is impacted or delayed due to a Force Majeure event. A Force Majeure Event refers to an unforeseen event or circumstances beyond the control of the affected party, not caused by an act or omission of that party, which results in a delay or total or partial failure of the affected party's performance after taking reasonable steps to remedy, avoid, or minimize the impact of the event. Force Majeure Events include but are not limited to natural disasters and severe unforeseeable weather conditions.

**WARRANTY:** Texas Rebuild extends the same warranty and terms and conditions which Texas Rebuild receives from the manufacturer of such equipment. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained.

**LAWS & REGULATIONS:** Texas Rebuild will perform the Work in compliance with all applicable federal, state, and local laws, regulations and ordinances, trade standards and any other safety requirements of the Customer. All licenses and permits required for the prosecution of the work shall be obtained and paid for by the purchaser unless stated otherwise in this proposal.

**INSURANCE:** Texas Rebuild agrees to maintain insurance at its own expense during the entire period of construction at the property. Coverage in excess of Texas Rebuild's standard limits will be supplied when requested and required. The costs of any additional insurance coverage may be passed on to the Customer.

**SEVERABILITY:** If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable part had not been included in this Agreement.

**ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the Parties and supersedes all prior negotiations, understandings, and agreements.



# AGENDA MEMO

## Business of the City Council

### City of Sweeny, Texas

Meeting Date	05/20/2025	Agenda Items	
Approved by City Manager		Presenter(s)	Administration
Reviewed by City Attorney	Yes	Department	Developmental Services
Subject	Discussion and possible action to Ordinance 25-106, amending or repealing contractor registration requirements, pursuant to the recent repeal of Chapter 114 by Ordinance 25-103; §91.40(B), §91.41(A), §112.03.		
Attachments / Supporting documents	Ord. 25-106 & Ord. 25-103		
Financial Information	Expenditure Required:	\$300 Estimated	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

#### Executive Summary

Council previously approved Ordinance 25-103, repealing Chapter 114 of the City Ordinances for contractor registration. That section has since been completely repealed by our codifying company, American Legal, and reflected online.

There are three other sections within our ordinances that reference Chapter 114 directly and must additionally be repealed and/or amended.

Ordinance 25-106 would be to remove both §91.40(B) & §112.03. Proposed to be repealed is shown by strikethrough below.

#### **§ 91.40 UTILITY COMPANIES USING CITY RIGHT-OF-WAY.**

(A) Utility companies and other users of the rights-of-way of the City of Sweeny, Texas, must abide by the city's ordinances and the rules and regulations established in this subchapter prior to performing any work in the right-of-way.

~~—(B) All users and occupants performing work or excavating in a city right-of-way shall register as a contractor in accordance with the City of Sweeny contractor registration ordinance found in § 114.03 of the Code of Ordinances of the city. The registration forms and fees required by this subchapter can be located on the city's website.~~

#### **~~§ 112.03 COMPLIANCE.~~**

~~—Roofing contractors and tree trimming contractors who are subject to this chapter shall comply with Chapter 114, Contractor Registration Ordinance of the city.~~

Additionally, to amend §91.41(A) to remove the registration portion, but leaving the additional requirements required by the LGC and PUC.

#### **§ 91.41 RIGHT-OF-WAY PERMIT PROCEDURES.**

(A) ~~After completing the registration provided above, all~~ right-of-way users, **other than certified telecommunications providers**, shall complete and submit a right-of-way permit application (a copy of which is attached as an exhibit to Ord. 109-22). In addition, the permit applicant must provide proof of liability insurance coverage in the amount of \$300,000 with the City of Sweeny being listed as an additional insured., ~~consistent with § 114.03 of the Code of Ordinances of the city.~~ A certified telecommunications provider shall meet ~~the bonding and insurance~~ requirements established in Tex. Local Gov't Code Chapter 283 in lieu of this division. If the application contains a request for lane closures, the applicant must also furnish a traffic control plan.

#### Recommended Action

To Approve Ordinance 25-106, amending and repealing the requirement for the registration of contractors.

ORDINANCE NO. 25-103

AN ORDINANCE OF THE CITY OF SWEENY, TEXAS, REPEALING CHAPTER 114 OF THE CODE OF ORDINANCES OF THE CITY PERTAINING TO REGISTRATION OF CONSTRUCTION CONTRACTORS; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE AT THE DATE OF ITS PASSAGE.

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


## Section 1:

Ordinance No. 106-08, codified as Chapter 114 of the Code of Ordinances of the City of Sweeny, Texas, providing for municipal registration of construction contractors operating within the City of Sweeny, is hereby repealed.

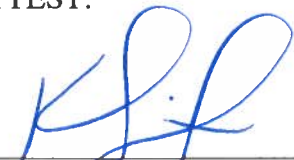
## Section 2:

This ordinance shall be effective from and after its passage.

PASSED AND ADOPTED this 25 day of March, 2025.

  
\_\_\_\_\_  
DUSTY HOPKINS, Mayor of the City of  
Sweeny, Texas

ATTEST:

  
\_\_\_\_\_  
KAYDI SMITH, City Secretary



ORDINANCE NO. 25-106

AN ORDINANCE OF THE CITY OF SWEENY, TEXAS, AMENDING SECTION 91.40(B) OF THE CODE OF ORDINANCES REMOVING THE REQUIREMENT FOR THE REGISTRATION OF CONTRACTORS DOING UTILITY WORK IN CITY RIGHTS OF WAY; AMENDING SECTION 91.41(A) OF THE CODE OF ORDINANCES REMOVING THE REQUIREMENT OF REGISTRATION OF UTILITY CONTRACTORS; REPEALING SECTION 112.03 TO NO LONGER REQUIRE THE REGISTRATION OF ROOFING AND TREE TRIMMING CONTRACTORS; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE AT THE DATE OF ITS PASSAGE.

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

Section 1:

Section 91.40(B) of the Code of Ordinances of the City of Sweeny, Texas, is hereby amended by repealing that subsection in its entirety.

Section 2:

Section 91.41(A) of the Code of Ordinances of the City of Sweeny, Texas, is hereby amended and henceforth shall read as follows:

“Section 91.41(A).

(A) All right-of-way users, other than certified telecommunications providers, shall complete and submit a right-of-way permit application (a copy of which is attached as an exhibit to Ord. 109-22). In addition, the permit applicant must provide proof of liability insurance coverage in the amount of \$300,000 with the City of Sweeny being listed as an additional insured. A certified telecommunications provider shall meet the requirements established in Tex. Local Gov't Code Chapter 283 in lieu of this division. If the application

contains a request for lane closures, the applicant must also furnish a traffic control plan.”

Section 3:

Section 112.03 of the Code of Ordinances of the City of Sweeny, Texas, is hereby amended by repealing that subsection in its entirety.

Section 4:

This ordinance shall be effective from and after its passage.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
DUSTY HOPKINS, Mayor of the City of  
Sweeny, Texas

ATTEST:

\_\_\_\_\_  
KAYDI SMITH, City Secretary



# AGENDA MEMO

Business of the City Council  
City of Sweeny, Texas

<b>Meeting Date</b>	05/20/2025	<b>Agenda Item</b>	
<b>Approved by City Manager</b>		<b>Presenter(s)</b>	Administration
<b>Reviewed by City Attorney</b>	Yes	<b>Department</b>	Developmental Services/ City Secretary/ Police Department
<b>Subject</b>	Discussion and possible action on Minute Order 25-M100, establishing a speed limit on Calvie Brown Road, located within Industrial Park.		
<b>Attachments</b>	Minute Order 25- M100		
<b>Financial Information</b>	Expenditure Required:		
	Amount Budgeted:		
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

## Executive Summary

Minute order attached is to authorize placement of speed limit signage and enforcement of posted speed on Calvie Brown Road at Industrial Park.

The City adopted Ordinance 25-105 at the April 15, 2025, meeting, accepting the road and road right of way, in preparation of establishing a speed limit. The speed limit shall be 20 miles per hours.

## Recommended Action

To accept Minute Order 25-M100, establishing a speed limit of 20 mph on Calvie Brown Road.

MINUTE ORDER NO. 25 - M100

A MINUTE ORDER OF THE CITY COUNCIL OF THE CITY OF SWEENY, TEXAS, AUTHORIZING THE CHIEF OF POLICE TO INSTALL 20 MILE PER HOUR SPEED LIMIT SIGNS IN THE CITY OF SWEENY; PROVIDING THAT SUCH SIGNS BE INDICATED UPON THE OFFICIAL TRAFFIC CONTROL MAP OF THE CITY OF SWEENY, TEXAS; AND PROVIDING THAT ANY PERSON, FIRM OR CORPORATION VIOLATING SUCH SPEED LIMIT SIGNS SO ESTABLISHED SHALL BE PUNISHED IN ACCORDANCE WITH THE TRAFFIC CONTROL ORDINANCE OF THE CITY OF SWEENY, TEXAS.

WHEREAS, the City Council of the City of Sweeny, Texas, has opened a new street named Calvie Brown road within the City of Sweeny, Texas, and desires to place 20 mile per hour speed limit signs on said road from its entrance at FM 524 until its termination inside the Industrial Park; and

WHEREAS, the City Council sets as punishment, the punishment established by the Traffic Control Ordinance of the City of Sweeny, Texas of not less than One (\$1.00) nor more than Two Hundred (\$200.00) Dollars, per offense;

NOW, THEREFORE, By this minute Order of the City Council of the City of Sweeny, Texas:

Section One (1):

It is ordered that a 20 mile per hour speed limit be established on Calvie Brown Road from its intersection with FM 524 to the termination of said road inside the Industrial Park.

Section Two (2):

The Chief of Police of the City of Sweeny, Texas, is authorized and directed to cause the 20 mile per hour speed limit signs specified herein to be installed along Calvie Brown Road and to be indicated upon the official Traffic Control Map of the City of Sweeny, Texas, showing the date of such authorization and the traffic control sign or signs installed in accordance with this Minute Order.

Section Four (4):

Any person, firm or corporation which shall violate the 20 mile per hour signs as specified above, shall, upon being found guilty of such violation by a Court of Competent Jurisdiction, be fined in accordance with the Traffic Control Ordinance of the City of Sweeny, Texas.

Passed and Adopted this the \_\_\_\_\_ day of May, A.D. 2025.

\_\_\_\_\_  
DUSTY HOPKINS, MAYOR OF THE CITY  
OF SWEENY, TEXAS

ATTEST:

\_\_\_\_\_  
KAYDI SMITH, CITY SECRETARY  
CITY OF SWEENY, TEXAS





# AGENDA MEMO

## Business of the City Council

### City of Sweeny, Texas

<b>Meeting Date</b>	05/20/2025	<b>Agenda Items</b>	
<b>Approved by City Manager</b>		<b>Presenter(s)</b>	Kaydi Smith
<b>Reviewed by City Attorney</b>		<b>Department</b>	Council
<b>Subject</b>	Discussion and possible action on the selection of Mayor Pro Tem.		
<b>Council Strategic Goals</b>	Government Sustainability		
<b>Financial Information</b>	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

#### Executive Summary

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

The mayor pro tempore is a member of the council who performs the mayor's duties during the Mayor's incapacity or absence. The Mayor Pro Tem is selected by majority vote of the council from among its own membership. The Mayor Pro Tem's term is one year.

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

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

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

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

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

#### Recommended Action

To Vote and Select a Mayor Pro Tem.