



CITY COUNCIL MEETING REGULAR SESSION

Tuesday, April 21, 2026 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, April 21, 2026 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

CEREMONIAL PRESENTATIONS

- [1.](#) Proclamation: Sweeny STEM Scholars Day; May 14, 2026

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.

- [2.](#) Minutes: Regular Session March 17, 2026 & Special Joint Session March 26, 2026
- [3.](#) Financial Statements
- [4.](#) Monthly Departmental Updates; March 2026
- [5.](#) Boards & Agencies Updates
- [6.](#) Quarterly Investment Report; January - March 2026

REGULAR AGENDA

- 7. Discussion and possible action to variance request received, allowing for placement of a manufactured home on lot 44 of Travis Avenue; Manufactured Home Ordinance Chapter 151; Renobato
- 8. Discussion and possible action to the Capital Improvement Committees recommended Park expenditures.
- 9. Discussion and possible action to schedule a public hearing and joint meeting with the Planning and Zoning Board of Commissioners for requested zone change.
- 10. Discussion and possible action to Professional Agreement for engineering services with Lynn Engineering.
- 11. Discussion and possible action to Resolution 26-R106 in pursuit of the Texas Water Development Board Water Supply and Infrastructure Grant.
- 12. Discussion and possible action to Resolution 26-R107 adopting a Water Conservation Plan for the City of Sweeny.

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 **April 21, 2026** was posted on the City Hall bulletin board on the _____ day of _____, 2026, 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 _____, 2026 at approximately _____AM / PM.

Kaydi Smith, City Secretary

**CITY OF SWEENY
OFFICE OF THE MAYOR**

WHEREAS, the “Sweeny STEM Scholars”, is a voluntary program, and

WHEREAS, Students electing to participate in the “Sweeny STEM Scholars” have met criteria based on the state’s initiative to ensure students are workforce, college, or military ready by graduation.

WHEREAS, enhanced criteria include: participation in an Advanced Placement class, Dual Credit course, CTE courses, and/or OnRamps class, Industry Based Certifications, Catalyst Program enrollment, Associate’s Degree, and/or military enlistment.

WHEREAS, the following named students have met all the requirements described above in order to be a part of the “Sweeny STEM Scholars.”

- | | |
|-------------------------|---------------------------------|
| SONNY BELTRAN | KYLEE HARDIN |
| KIANA BERNARD | KAYLEE KEY |
| KAYDEN BICE | SIMON MATTHEWS |
| DAVANY CAMERON | MAKENA NICHOLS |
| JAKE COKER | THOMAS PANIAGUA |
| BRYN CUMMINS | MIA PARRA |
| KAYLEE DEAN | MAXIMILIANO REYES-PATINO |
| ADDISON DVORAK | BELLE SEIBERT |
| KYLIE ESCOBAR | MADELINE SMITH |
| BROOKLYN FRANKUM | MELANIE SOTO |
| KIMBERLY GARTMAN | AVA THAYER |
| MILLER GENELLA | WYATT TSO |
| EMMA GOODSON | BEN WEBBER |

NOW, THEREFORE, I, Dusty Hopkins, Mayor of the City of Sweeny, Texas, by virtue of the authority vested in me by the laws of the City of Sweeny and the State of Texas, do hereby proclaim May 14th, 2026, as:

SWEENY STEM SCHOLARS DAY

WHEREOF, witnessed by my hand and the seal of the City of Sweeny, this 21st day of April, 2026.

Mayor Dusty Hopkins



AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Item 2.

CONSENT AGENDA

Minutes: Regular Session, March 17, 2026 & Special Joint Session, March 26, 2026

CITY COUNCIL MEETING REGULAR SESSION

Tuesday, March 17, 2026 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, March 17, 2026 at 6:00 PM.** at City Hall, 102 W. Ashley Wilson Rd, Sweeny, Texas with the following agenda.

CALL TO ORDER/ROLL CALL

Mayor called the meeting to order at 6 PM.

Neal Bess Jr., John Rambo, Brian Brooks, Sandra Blaine, and Caniel “Shaun” Massey were in attendance.

PLEDGES & INVOCATION

Pledges were led by Neal Bess Jr.

Invocation was given by Attorney Stevenson.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

N/A

CONSENT AGENDA

1. Minutes: February 17, 2026 Regular Session

Mayor Hopkins asked for a motion to approve the minutes. John Rambo stated so moved. Seconded by Sandra Blaine. Rambo, Brooks, Blaine and Massey approved. Neal Bess Jr. abstained. Motion carried.

2. Financial Statements
3. Monthly Departmental Updates: FY 25/26, February 01-28
4. Boards & Agencies Updates: FY 25/26, February 01-28

REGULAR AGENDA

5. Presentation, discussion, and possible action to accept the Fiscal Year 2024-2025 annual financial audit; KM&L

Wade Whitlow, audit partner with KML, gave the audit report for fiscal year ending 09/30/2025.

Shaun Massey moved to accept the KML 24/25 annual financial audit. Seconded by Neal Bess Jr. All in favor. Motion carried.

6. Discussion and possible action to agenda request for road closure and variance to Ord.

§113.04, for annual event to be held at Gazebo Park; Kristin Simmons of S Town Legends Kristen and Phil Simmons, owners of S Town Legends, requested the variance and road closure for this year’s event.

Brian Brooks moved to approve the requested usage of Gazebo Park on March 27th and 28th, 2026, allowing for W 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 Sandra Blaine. All in favor. Motion carried.

7. Discussion and possible action to variance request for the 2026 Pride Day festivities, Ord. §113.04, Possession or consumption of alcoholic beverages in public places; Sweeny Beautification Committee

Mayor confirmed with the City Attorney that Council could discuss and consider items 7, 8, and 9 together.

John Rambo moved to approve variance request for the 2026 Pride Day festivities, Ord. 113.04, for possession or consumption of alcoholic beverages in public places, item 8. to restrict public vehicle access within festivities, and item 9. to close Ashley Wilson Road, from the west side of the intersection of Main Street to the second entrance of the Sweeny Community Center during the Pride Day festivities. Neal Bess Jr. seconded. All in favor. Motion Carried.

8. Discussion and possible action on restricting public vehicle access within the 2026 Pride Day festivities; Sweeny Beautification Committee
9. Discussion and possible action on a request from Sweeny Beautification Committee to close a portion of Ashley Wilson Road, from the west side of the intersection of Main Street to the second entrance of the Sweeny Community Center during Pride Day festivities.
10. Discussion and possible action to appoint applicant to the Planning and Zoning Board of Commissioners.

The Board of Commissioners consist of seven members and we currently have three vacancies. Staff recommends appointing applicant Tiffany Walker.

John Rambo moved to approve appointing Tiffany Walker to the Planning and Zoning Board of Commissioners. Seconded by Brian Brooks. Bess, Rambo, Brooks, and Blaine approved. Shaun Massey abstained. Motion carried.

11. Discussion and possible action to accept employee-sharing agreement between SEDC and City of Sweeny.

SEDC President, Jenny Massey, stated this employment sharing agreement is from 2025, and is simply a formality to put the verbiage in writing. Ms. Medina will be a shared employee operating as the Executive Director of the EDC and Office Manager for the Public Works department.

Mayor asked for a motion to approve this agreement and formalize the cost sharing of the EDC Executive Director position. So moved stated Brian Brooks. Seconded by John Rambo. All in favor. Motion carried.

12. Discussion and possible action to review engineering Requests for Qualifications (RFQs) submitted and request direction regarding the subsequent selection processes or negotiation efforts.

City Manager, David Jordan, stated that the City received proposal packages from three engineering firms. The submissions were evaluated and scored by four individuals. All firms were also invited to attend this evening's meeting for potential further discussions. At this time, staff requests direction from Council on whether to begin contract negotiations with a specific firm or to proceed in a preferred order. Representatives from two firms were in attendance: Chris Roznovsky of WGA and John Mercer of Lynn Engineering.

Shaun Massey motioned to recommend for staff to negotiate a professional service agreement with Lynn Engineering and WGA. Seconded by Brian Brooks.

Discussion ensued on the recommended route for negotiation, as negotiating with two firms can become an issue.

Massey requested to amend his motion: To recommend staff to negotiate a professional service agreement with Lynn Engineering and WGA, and according with the timeline of the City Manager. Massey approved. Bess, Rambo, Brooks, and Blaine opposed. Motion failed.

Council continued to discuss scoring, location, and previous experience. Neal Bess Jr. commended both individuals as they presented themselves and their firm very well.

Brian Brooks motioned to recommend negotiating with Lynn/Mercer and see how that works out. Seconded by John Rambo. Bess, Rambo, Brooks, and Blaine approved. Shaun Massey opposed. Motion carried.

13. Discussion with Sweeny ISD about Agriculture facility.

Mayor Hopkins stated the Agricultural Department at SISD is in need of additional resources and is hoping that the City could help to allow opportunities for future partnerships. Kinsey Pawlosky, Ag Science teacher at the High School, was in attendance to give further information on the growing need for agricultural resources aimed at expanding student opportunities. Discussion centered on possible partnerships and whether the City would be able to support the district's agricultural initiatives by allowing property usage.

John Rambo motioned for the City Manager and staff to investigate the possibility of the use and report back to Council with a proposal. Seconded by Brian Brooks. All in favor. Motion carried.

14. Discussion and update to the Bulldog Power Plant.

Mayor Hopkins gave an update to Bulldog Power Plant, as he previously attended the abatement request at Commissioners Court. Commissioners Court voted down the reinvestment zone for the project and the County will not be allowing the ten-year abatement request for \$10 million dollars. This location is not within the City limits, however, water resources are a major concern for Sweeny. Unfortunately there is nothing the City can do to restrict this project.

Discussion only; no action.

15. Discussion and possible action to allow City Manager to enter into a contractual agreement for extension of services, previously awarded to Rostan Solutions, for Disaster Recovery Grant Management and Administrative Services.

The City's Disaster Recovery Grant Management and Administrative Services provider is Rostan Solutions. This would be to extend the current contracted service.

John Rambo motioned to allow City Manager to enter into a contractual agreement with Rostan Solutions for Disaster Recovery Grant Management and Administrative Services. Seconded by Neal Bess Jr. All in favor. Motion carried.

16. Discussion and possible action to allow the City Manager to sign a contractual extension with our awarded Debris Monitoring Contractor, Rostan Solutions.

This extension would exercise the final extension, ending July 06, 2027, with our current debris monitoring contractor.

John Rambo moved to allow City Manager to sign a contractual extension for Debris Monitoring with contractor Rostan Solutions. Seconded by Brian Brooks.

Discussion: Rambo stated, in the past with a storm, they would still come with an estimate, so this is a formality.

All in favor. Motion carried.

17. Discussion and possible action to Resolution 26-R104, authorizing the submission of a grant application to the Texas Water Development Board (TWDB) for the Water Supply and Infrastructure Grant (WSIG).

This grant application would support the conversion of the Travis Street well from emergency use, to full-time operations, increasing the distribution capacity. This application would additionally include adding a filtration system to help the clarity of the water system. We would be applying for two million dollars to complete this project. There are no leverage or match requirements.

Shaun Massey motioned to approve Resolution 26-R104, authorizing the submission of a grant application to the Texas Water Development Board (TWDB) for the Water Supply and Infrastructure Grant (WSIG). Seconded by Neal Bess Jr. All in favor. Motion carried.

18. Discussion and possible action authorizing the issuance of a Request for Qualifications (RFQ) for professional grant writing services for the Texas Water Development Board (TWDB) Water Supply and Infrastructure Grant (WSIG) related to the City's water quality and well conversion reliability project.

This is to allow staff to request qualifications for professional grant services pursuant to the TWDB WSIG grant application.

Mayor asked for a motion to authorize staff to go out for a request for qualifications. Shaun Massey stated so moved. Seconded by Neal Bess Jr. All in favor. Motion carried.

19. Discussion and possible action authorizing the issuance of a Request for Qualifications (RFQ) for professional engineering services for the Texas Water Development Board (TWDB) Water Supply and Infrastructure Grant (WSIG) related to the City's water quality and well conversion reliability project.

This is to allow staff to request qualifications for engineering services pursuant to the TWDB WSIG grant application.

Mayor asked for a motion to approve staff to issue a request for qualifications for engineering pertaining to the WSIG grant. So moved stated Shaun Massey. Seconded by Neal Bess Jr. All in favor. Motion carried.

20. Discussion and possible action to Resolution 26- R105, authorizing the submission of a grant application to the Texas General Land Office for the 2024 Disasters Local Community Program (LCP).

This application pertains to the reinforcement of the Hackberry water tower. However, because this grant is funded through CDBG, it requires meeting low-to-moderate income (LMI) eligibility percentages. The City would be applying for one million dollars. Council needs to determine if they wish to include a leverage amount of 5% or \$50,000.00. Including a leverage amount increases the City's scoring eligibility.

Neal Bess Jr. motioned to approve Resolution 26-R105 authorizing the submission of a grant application to the Texas General Land Office 2024 Disasters Local Community Program- LCP, in the amount of \$1 million dollars, with the leverage. Seconded by John Rambo. All in favor. Motion carried.

ITEMS OF COMMUNITY INTEREST

Neal Bess Jr. asked about places that takes old paint for disposal.

John Rambo stated that Sweeny Beautification will be doing a trash pickup on Saturday, March 21st at Backyard Park. This keeps them compliant with Keep Texas Beautiful.

Mayor Hopkins commended the Parks & Recreation Board for their recent work at MLK Park and TJT walking trail. Parks and Rec, along with volunteers, installed donated exercise equipment and lighting. Mayor additionally requested for the Chamber to be in attendance at the next meeting.

ADJOURN REGULAR SESSION

Mayor adjourned the meeting at 7:42 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, DeLane Brown
Finance Director / Personnel Services, Karla Wilson
City Secretary, Kaydi Smith
SEDC Executive Director, Michelle Medina
Fire Marshal/Fire Chief, Devin Lemon
SEDC President, Jenny Massey
CCPD President, Woody Tolley
CCPD Treasurer, Linda Wolfe
SBC President, Sancu Kennedy

Passed and approved this _____ day of _____, 2026.

Kaydi Smith -- City Secretary

JOINT PLANNING & ZONING BOARD OF COMMISSIONERS
&
CITY COUNCIL SPECIAL MEETING

Thursday, March 26, 2026 at 5:00 PM

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

MINUTES

BE IT KNOWN that the Planning and Zoning Board of Commissioners and the City Council of the City of Sweeny met in **Special Session** on **Thursday, March 26, 2026, at 5:00 PM** at City Hall, 102 W. Ashley Wilson Rd, Sweeny, Texas with the following agenda.

NOTICE IS HEREBY GIVEN PURSUANT TO V.T.C.A., GOVERNMENT CODE, CHAPTER 551, THAT THE PLANNING AND ZONING BOARD OF COMMISSIONERS FOR THE CITY OF SWEENEY, ALONG WITH THE SWEENEY CITY COUNCIL, WILL CONDUCT A MEETING, OPEN TO THE PUBLIC, ON THURSDAY, MARCH 26, 2026 AT 5:00 P.M., AT THE CITY OF SWEENEY CITY HALL WITHIN THE COUNCIL CHAMBERS, LOCATED AT 102 W. ASHLEY WILSON ROAD, SWEENEY, TEXAS 77480.

CALL TO ORDER/ROLL CALL; CITY COUNCIL & P&Z BOC

Mayor Hopkins called the meeting to order at 5:00 PM. Roll call for Council and the BOC were completed.

Officials present for the City Council were Neal Bess Jr., John Rambo, Brian Brooks, and Caniel "Shaun" Massey. Sandra Blaine was absent upon roll call but arrived at 5:10 PM during the Public Hearing. Board members present for the Planning and Zoning Board of Commissioners were Jenny Massey, Stephen Nance, Cerrington Massey and Caniel "Shaun" Massey. Tiffany Walker was absent.

PLEDGES & INVOCATION

Pledges were led by Neal Bess Jr.
 Invocation was given by Attorney Stevenson.

PUBLIC HEARINGS AND ACTION ITEMS

1. **PUBLIC HEARING: PROPOSED LARGE SCALE DEVELOPMENT**

Property Identification No.: 182654; Situs Address: FM 524 SPUR 2 Sweeny, Tx 77480

Legal Description: ARCH MCDONALD SD TR 6-7-11-12 (A0046 C BREEN) LOT 12-12A-12B-16, ACRES 62.296

Proposed large scale residential development on 62.296 acres; Phase I to consist of 24 homes; approximately 144 total homes.

2. **PUBLIC HEARING: ANNEXATION**

Property Identification No.: 182654, Situs Address: FM 524 SPUR 2 Sweeny Tx 77480

Legal Description: ARCH MCDONALD SD TR 6-7-11-12 (A0046 C BREEN) LOT 12-12A-12B-16, ACRES 62.296

Owner/Requestors: C & D Development LLC

Mayor announced both public hearing items, gave a brief overview, and opened the Public Hearing at 5:06 PM.

Comments were received from the following individuals:

--David Anderson, a resident at the end of County Road 409, voiced concerns regarding the direct impacts of the proposed development, including potential effects on roadway, infrastructure, drainage, utilities, and public services.

--Clint Sedberry, also a resident of County Road 409, submitted a petition, accompanied by letters, opposing proposed annexation. His primary concern centered on drainage issues, along with additional infrastructure and public service concerns similar to those previously expressed. (Petition and letters of opposition are attached within these minutes as Exhibits).

--Marsh Zajicek, owner of Marsh Vet Clinic, expressed concerns about the narrow width of the roadway, existing street conditions, and ongoing flooding and drainage challenges. He also noted potential adverse impacts the proposed development could have on his business operations and property.

--Mayor Hopkins reported that he met with Commissioner Linder and Representative Vasut today to discuss the rapid growth occurring in our surrounding areas. He continued to explain that C & D Development would be able to proceed with development on their property under County jurisdiction but has requested annexation into the City. While the development may move forward regardless of the City's decision on annexation, annexation would benefit the City with increased property tax revenue, resulting from the improved value of the developed property.

Mayor closed the Public Hearing at 5:17 PM.

REGULAR AGENDA; P&Z BOC

3. Discussion and possible action to proposed large scale residential development.

City Manager David Jordan stated that the property owners approached the City to explore the possibility of receiving municipal services rather than forming a municipal utility district adjacent to the City. The developers have submitted engineered plans and have coordinated with Brazoria County and the Drainage District. Improvements within the area have already been completed by the Drainage District. Doug Kirk, requestor/property owner/developer, addressed the public and Council of the proposed, including addressing questions.

Stephen Nance recommends going ahead, and recommends that the City Council approve the zone change. That is my motion stated Nance. Seconded by Jenny Massey.

Discussion: Responsibility for roadway maintenance was discussed as the City's responsibility. The property owners are only responsible for their own property. The City Manager noted that Old Main is not included in the current Capital Improvement Plan for street improvements. Infrastructure availability was discussed and City utilities were noted to be in close proximity of the property.

Cerrington Massey, Stephen Nance, and Jenny Massey were in favor. Shaun Massey abstained. Motion carried.

REGULAR AGENDA; CITY COUNCIL

4. Discussion and possible action to accept or deny Planning & Zoning Board of Commissioners recommendation for the proposed large scale development.

Council continued to discuss the development of the property. Kirk has submitted his engineered plans to the Drainage District as required by the governing authority.

Mayor Hopkins asked for a motion to accept the BOC's recommendation and approve the large scale development. Brian Brooks stated so moved. Seconded by John Rambo.

Discussion: Councilman Rambo stated that he hears and understands the concerns raised, noting that the property owner legally purchased the property and is entitled to use it in compliance with all

applicable regulations. Councilman Brooks expressed similar sentiments and referenced his own prior forced annexation. He noted that, if presented with an offer, he would consider selling. He further clarified that annexation laws have changed and that annexation now occurs only upon request by the property owner, provided the property is contiguous to the city limits. Drainage and the timeline for public utilities according to the service plan, to include fire and police, were additionally discussed.
All in favor. Motion carried.

- 5. Discussion and possible action to annexation request for 62.296 acres requested by owners C&D Development LLC and pursuant to LGC §43.0673.

Mayor Hopkins asked for a motion to approve this item. Brian Brooks stated so moved. Seconded by Neal Bess Jr. All in favor. Motion carried.

- 6. Discussion and possible action to Ordinance 26-101 to annex 62.296 acres requested by owners C&D Development LLC; if applicable pursuant to previous agenda item.

AN ORDINANCE OF THE CITY OF SWEENEY, TEXAS, ANNEXING APPROXIMATELY 62.296 ACRES OF LAND LOCATED IN BRAZORIA COUNTY, TEXAS, ALL OF WHICH IS LYING WITHIN AND ADJACENT TO THE CITY’S EXTRATERRITORIAL JURISDICTION AND TO INCORPORATE SUCH PROPERTY INTO THE CITY OF SWEENEY, AS SHOWN IN THE ATTACHED EXHIBITS; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE, AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

Mayor Hopkins read the above caption and the proposed ordinance in full; Ordinance 26-101.
Mayor asked for a motion to approve. Shaun Massey stated so moved. Seconded by John Rambo. Discussion: Councilman Bess asked Kirk how he would proceed if the annexation failed. Kirk responded that he is trying to comply with all requirements and seeking to support the City’s growth. He added that, if unsuccessful, the property would continue to be used for hay production, though he expressed concerns about the City’s continued decline.
All in favor. Motion carried.

ITEMS OF COMMUNITY INTEREST

Sandra Blaine apologized for being tardy.

ADJOURN REGULAR SESSION

Mayor adjourned the meeting at 6:01 PM.

- Exhibit A-** Petition submitted during Public Hearing; labeled *Signatures of Petitioners*
- Exhibit B-** Letters of opposition submitted during Public Hearing; labeled *Formal Notice of Citizen Protest*

Staff and Boards Present
City Manager, David Jordan
Director of Public Works, DeLane Brown
City Secretary, Kaydi Smith

Passed and approved this _____ day of _____, 2026.

Kaydi Smith -- City Secretary

VII. SIGNATURES OF PETITIONERS

By signing below, I certify that:

- I am a qualified voter residing within the proposed annexation area OR
- I am a property owner within the proposed annexation area and that I oppose the annexation described in this petition.

Name (Printed)	Signature	Address	Property Owner/Resident (Y/N)	Date
Clint Sedberry	<i>[Signature]</i>	125 CR. 409 Sweeny, Texas 77480	yes	3-21-26
Mickle Hunter	<i>[Signature]</i>	116 CR 409 Sweeny, TX 77480	yes	3-21-26
Damon Harvey	<i>[Signature]</i>	114 CR 409 Sweeny TX 77480	yes	3-21-26
NANCY CHAPMAN	<i>[Signature]</i>	110 CR 409 Sweeny, TX 77480	yes	3-21-26
Jennifer Nelson	<i>[Signature]</i>	107 CR 409 Sweeny TX 77480	yes	3-21-26
Douglas Gady	<i>[Signature]</i>	87 County Rd 409 Sweeny, TX	yes	3-21-26
MICHAEL HOORN	<i>[Signature]</i>	80 CR 409 SWEENEY, TX 77480	yes	3-21-26
Jeremy Presa	<i>[Signature]</i>	74 County Rd 409 Sweeny, TX 77480	yes	3-21-26
Karen Presa	<i>[Signature]</i>	83 Cr 409 Sweeny TX 77480	Yes	3-21-26

Delores Crocker

[Signature] 77 CR 409
Sweeny, TX

Yes

3-21-26

Loretta Gail Bible Loretta Gail Bible 65BC.R.409 SW TX
 yes... 3-21-2026

Item 2.

Print	Sign	Address	Property	Date
Bridgette Rougeau	Bridgette Rougeau	103 County Rd 409 Sweeny, TX 77480	yes	3-21-26
Christopher Taylor	Christopher Taylor	109 county Rd 409 Sweeny, Tx	Yes	3-21-26
David Anderson	David Anderson	128 CR. 409 Sweeny Tx.	yes	3/21/26

**FORMAL NOTICE OF CITIZEN PROTEST
AND REQUEST FOR STATUTORY COMPLIANCE**

Proposed Annexation – City of Sweeny, Texas

Date: 3-26-26

To: Mayor and City Council
City of Sweeny
102 W. Ashley Wilson Road
Sweeny, Texas 77480

Delivered to:
City Secretary – City of Sweeny

Subject: Formal Citizen Protest and Request for Compliance with Texas Local Government Code Chapter 43

Dear Mayor and Members of the City Council,

I am submitting this letter as a formal notice of protest regarding the proposed annexation referenced in the Notice of Public Hearing – Proposed Large-Scale Residential Development and Annexation Proceedings dated February 23, 2026.

I am a:

- Property Owner
- Resident / Qualified Voter

within or directly affected by the area proposed for annexation.

The property identified in the notice is described as:

Property ID: 182654
Location: FM 524 Spur 2 (Old Main Street), Sweeny, Texas 77480
Legal Description: ARCH MCDONALD SD TR 6-7-11-12 (A0046 C BREEN), Lots 12, 12A, 12B
Approximately 16 acres located in Brazoria County, Texas

Formal Statement of Protest

I hereby state that I oppose the annexation of this property into the corporate limits of the City of Sweeny.

This letter constitutes a formal protest and objection to the annexation proceedings.

Request for Statutory Compliance

As an affected resident/property owner, I respectfully request that the City of Sweeny ensure full compliance with the Texas Local Government Code Chapter 43 governing municipal annexation, including but not limited to:

- Proper public notice and hearings
- Transparency regarding development plans and municipal services
- Disclosure of infrastructure capacity and service obligations
- Compliance with all statutory procedures required prior to annexation

Request for Record

Please enter this letter into the official record of the annexation proceedings and the public hearing scheduled for March 26, 2026 at 5:00 PM at Sweeny City Hall.

Preservation of Rights

Nothing in this letter shall be interpreted as a waiver of any rights afforded to affected residents and property owners under Texas law, including any rights to protest, petition, or pursue further review of annexation actions.

Respectfully submitted,

Signature: *Clint Sudberry*

Printed Name: CLINT SUDBERRY

Address: 125 CR. 409 SW

City/State/Zip: Sweeny Texas 77480

Phone/Email (optional): _____

Property Owner: Yes No

**FORMAL NOTICE OF CITIZEN PROTEST
AND REQUEST FOR STATUTORY COMPLIANCE
Proposed Annexation – City of Sweeny, Texas**

Date: 3/21/24

To: Mayor and City Council
City of Sweeny
102 W. Ashley Wilson Road
Sweeny, Texas 77480

Delivered to:
City Secretary – City of Sweeny

Subject: Formal Citizen Protest and Request for Compliance with Texas Local Government Code Chapter 43

Dear Mayor and Members of the City Council,

I am submitting this letter as a formal notice of protest regarding the proposed annexation referenced in the Notice of Public Hearing – Proposed Large-Scale Residential Development and Annexation Proceedings dated February 23, 2026.

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- Property Owner
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Location: FM 524 Spur 2 (Old Main Street), Sweeny, Texas 77480

Legal Description: ARCH MCDONALD SD TR 6-7-11-12 (A0046 C BREEN), Lots 12, 12A, 12B

Approximately 16 acres located in Brazoria County, Texas

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- Transparency regarding development plans and municipal services
- Disclosure of infrastructure capacity and service obligations
- Compliance with all statutory procedures required prior to annexation

Request for Record

Please enter this letter into the official record of the annexation proceedings and the public hearing scheduled for March 26, 2026 at 5:00 PM at Sweeny City Hall.

Preservation of Rights

Nothing in this letter shall be interpreted as a waiver of any rights afforded to affected residents and property owners under Texas law, including any rights to protest, petition, or pursue further review of annexation actions.

Respectfully submitted,

Signature: David Anderson

Printed Name: David Anderson

Address: 128 CR. 409

City/State/Zip: Sweeny TX 77480

Phone/Email (optional): 979-236-8254

Property Owner: Yes No

**FORMAL NOTICE OF CITIZEN PROTEST
AND REQUEST FOR STATUTORY COMPLIANCE
Proposed Annexation – City of Sweeny, Texas**

Date: 3-21-20

To: Mayor and City Council
City of Sweeny
102 W. Ashley Wilson Road
Sweeny, Texas 77480

Delivered to:
City Secretary – City of Sweeny

Subject: Formal Citizen Protest and Request for Compliance with Texas Local Government Code Chapter 43

Dear Mayor and Members of the City Council,

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I am a:

- Property Owner
- Resident / Qualified Voter

within or directly affected by the area proposed for annexation.

The property identified in the notice is described as:

Property ID: 182654

Location: FM 524 Spur 2 (Old Main Street), Sweeny, Texas 77480

Legal Description: ARCH MCDONALD SD TR 6-7-11-12 (A0046 C BREEN), Lots 12, 12A, 12B

Approximately 16 acres located in Brazoria County, Texas

Formal Statement of Protest

I hereby state that I oppose the annexation of this property into the corporate limits of the City of Sweeny.

This letter constitutes a formal protest and objection to the annexation proceedings.

FORMAL NOTICE OF CITIZEN PROTEST
AND REQUEST FOR STATUTORY COMPLIANCE
Proposed Annexation – City of Sweeny, Texas

Date: 3-26-26

To: Mayor and City Council
City of Sweeny
102 W. Ashley Wilson Road
Sweeny, Texas 77480

Delivered to:
City Secretary – City of Sweeny

Subject: Formal Citizen Protest and Request for Compliance with Texas Local Government Code Chapter 43

Dear Mayor and Members of the City Council,

I am submitting this letter as a formal notice of protest regarding the proposed annexation referenced in the Notice of Public Hearing – Proposed Large-Scale Residential Development and Annexation Proceedings dated February 23, 2026.

I am a:

- Property Owner
- Resident / Qualified Voter

within or directly affected by the area proposed for annexation.

The property identified in the notice is described as:

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Legal Description: ARCH MCDONALD SD TR 6-7-11-12 (A0046 C BREEN), Lots 12, 12A, 12B
Approximately 16 acres located in Brazoria County, Texas

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- Proper public notice and hearings
- Transparency regarding development plans and municipal services
- Disclosure of infrastructure capacity and service obligations
- Compliance with all statutory procedures required prior to annexation

Request for Record

Please enter this letter into the official record of the annexation proceedings and the public hearing scheduled for March 26, 2026 at 5:00 PM at Sweeny City Hall.

Preservation of Rights

Nothing in this letter shall be interpreted as a waiver of any rights afforded to affected residents and property owners under Texas law, including any rights to protest, petition, or pursue further review of annexation actions.

Respectfully submitted,

Signature: Christopher Taylor

Printed Name: Christopher Taylor

Address: 109 County Rd 409

City/State/Zip: Sweeny, Tx 77480

Phone/Email (optional): 281-682-7896

Property Owner: Yes No

**FORMAL NOTICE OF CITIZEN PROTEST
AND REQUEST FOR STATUTORY COMPLIANCE**

Proposed Annexation – City of Sweeny, Texas

Date: 3-21-26

To: Mayor and City Council
City of Sweeny
102 W. Ashley Wilson Road
Sweeny, Texas 77480

Delivered to:
City Secretary – City of Sweeny

Subject: Formal Citizen Protest and Request for Compliance with Texas Local Government Code Chapter 43

Dear Mayor and Members of the City Council,

I am submitting this letter as a formal notice of protest regarding the proposed annexation referenced in the Notice of Public Hearing – Proposed Large-Scale Residential Development and Annexation Proceedings dated February 23, 2026.

I am a:

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Request for Statutory Compliance

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Preservation of Rights

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Respectfully submitted,

Signature: Bridgette Rougeau

Printed Name: Bridgette Rougeau

Address: 103 County Road 409

City/State/Zip: Sweeny, TX 77480

Phone/Email (optional): 832-684-3554

Property Owner: Yes No

**FORMAL NOTICE OF CITIZEN PROTEST
AND REQUEST FOR STATUTORY COMPLIANCE
Proposed Annexation – City of Sweeny, Texas**

Date: 3-21-2026

To: Mayor and City Council
City of Sweeny
102 W. Ashley Wilson Road
Sweeny, Texas 77480

Delivered to:
City Secretary – City of Sweeny

Subject: Formal Citizen Protest and Request for Compliance with Texas Local Government Code Chapter 43

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FORMAL NOTICE OF CITIZEN PROTEST
AND REQUEST FOR STATUTORY COMPLIANCE
Proposed Annexation – City of Sweeny, Texas

Date: 3-26-26

To: Mayor and City Council
City of Sweeny
102 W. Ashley Wilson Road
Sweeny, Texas 77480

Delivered to:
City Secretary – City of Sweeny

Subject: Formal Citizen Protest and Request for Compliance with Texas Local Government Code Chapter 43

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Preservation of Rights

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Respectfully submitted,

Signature: Loretta Gail Bible

Printed Name: Loretta Gail Bible

Address: 65B C.R. 409

City/State/Zip: Sweeny, Texas 77480

Phone/Email (optional): gailbb1@yahoo.com

Property Owner: Yes No

**FORMAL NOTICE OF CITIZEN PROTEST
AND REQUEST FOR STATUTORY COMPLIANCE**

Proposed Annexation – City of Sweeny, Texas

Date: 3-23-26

To: Mayor and City Council
City of Sweeny
102 W. Ashley Wilson Road
Sweeny, Texas 77480

Delivered to:
City Secretary – City of Sweeny

Subject: Formal Citizen Protest and Request for Compliance with Texas Local Government Code Chapter 43

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Respectfully submitted,

Signature: Karen Presa

Printed Name: Karen Presa

Address: 83 Cr. 409

City/State/Zip: Sweeny TX 77480

Phone/Email (optional): 979 299 9598 jkpresal985@gmail.com

Property Owner: Yes No

**FORMAL NOTICE OF CITIZEN PROTEST
AND REQUEST FOR STATUTORY COMPLIANCE**

Proposed Annexation – City of Sweeny, Texas

Date: 3-21-24

To: Mayor and City Council
City of Sweeny
102 W. Ashley Wilson Road
Sweeny, Texas 77480

Delivered to:
City Secretary – City of Sweeny

Subject: Formal Citizen Protest and Request for Compliance with Texas Local Government Code Chapter 43

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Preservation of Rights

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Respectfully submitted,

Signature: Michael S. Horn

Printed Name: MICHAEL S. HORN

Address: 80 CR 409

City/State/Zip: SWEENEY, TX 77480

Phone/Email (optional): _____

Property Owner: Yes No

Michael

**FORMAL NOTICE OF CITIZEN PROTEST
AND REQUEST FOR STATUTORY COMPLIANCE**

Proposed Annexation – City of Sweeny, Texas

Date: 3-21-20

To: Mayor and City Council
City of Sweeny
102 W. Ashley Wilson Road
Sweeny, Texas 77480

Delivered to:
City Secretary – City of Sweeny

Subject: Formal Citizen Protest and Request for Compliance with Texas Local Government Code Chapter 43

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Preservation of Rights

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Respectfully submitted,

Signature: Jennifer Nash

Printed Name: Jennifer Nash

Address: 107 CR 409

City/State/Zip: Sweeny Tx 77480

Phone/Email (optional): 979-319-6632

Property Owner: Yes No

Jennifer Nash

**FORMAL NOTICE OF CITIZEN PROTEST
AND REQUEST FOR STATUTORY COMPLIANCE
Proposed Annexation – City of Sweeny, Texas**

Date: 3-21-26

To: Mayor and City Council
City of Sweeny
102 W. Ashley Wilson Road
Sweeny, Texas 77480

Delivered to:
City Secretary – City of Sweeny

Subject: Formal Citizen Protest and Request for Compliance with Texas Local Government Code Chapter 43

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Preservation of Rights

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Respectfully submitted,

Signature: Nancy Chapman

Printed Name: NANCY CHAPMAN

Address: 110 CR 409

City/State/Zip: Sweeny, Tex

Phone/Email (optional): _____

Property Owner: Yes No

Mary Chapman

**FORMAL NOTICE OF CITIZEN PROTEST
AND REQUEST FOR STATUTORY COMPLIANCE**

Proposed Annexation – City of Sweeny, Texas

Date: 3/21/26

To: Mayor and City Council
City of Sweeny
102 W. Ashley Wilson Road
Sweeny, Texas 77480

Delivered to:
City Secretary – City of Sweeny

Subject: Formal Citizen Protest and Request for Compliance with Texas Local Government Code Chapter 43

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Respectfully submitted,

Signature: Douglas Cady

Printed Name: Douglas Cady

Address: 87 County Rd 409

City/State/Zip: Sweeny, TX 77480

Phone/Email (optional): 979 288 3752

Property Owner: Yes No

Doug

Cathy

**FORMAL NOTICE OF CITIZEN PROTEST
AND REQUEST FOR STATUTORY COMPLIANCE**

Proposed Annexation – City of Sweeny, Texas

Date: 3/21/26

To: Mayor and City Council
City of Sweeny
102 W. Ashley Wilson Road
Sweeny, Texas 77480

Delivered to:
City Secretary – City of Sweeny

Subject: Formal Citizen Protest and Request for Compliance with Texas Local Government Code Chapter 43

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Respectfully submitted,

Signature: 

Printed Name: Jeremy PMS4

Address: 74 CR 409

City/State/Zip: Sweeny / Texas / 77480

Phone/Email (optional): (979) 257-3418

Property Owner: Yes No

Finances

Citizen Request for Information Regarding Proposed Annexation

City of Sweeny, Texas

Date: 3-26-2026

To: Mayor and City Council
City of Sweeny
102 W. Ashley Wilson Road
Sweeny, Texas 77480

Delivered to: City Secretary

Subject: Citizen Request for Information – Proposed Annexation (FM 524 Spur 2 / Old Main Street)

Dear Mayor and Members of the City Council,

As a resident and/or property owner affected by the proposed annexation referenced in the February 23, 2026 public notice, I respectfully request clarification on the following matters related to the annexation process.

These questions are submitted to ensure transparency and compliance with Texas Local Government Code Chapter 43 governing municipal annexation.

Annexation Questions

1. Legal Authority

Under which specific section of Texas Local Government Code Chapter 43 is the City of Sweeny proposing to annex this property?

2. Initiation of Annexation

Was this annexation requested by the property owner/developer, or is the City initiating the annexation?

3. Development Plans

What specific development is planned for the property referenced in the notice (Property ID 182654)?

Please provide:

- type of development
 - estimated number of homes or units
 - timeline of development
-

4. Water Capacity

Does the City of Sweeny currently have sufficient water system capacity to serve the proposed development?

If so, please provide documentation or engineering analysis supporting this determination.

5. Sewer Infrastructure

Does the City currently have sufficient wastewater/sewer capacity to support the proposed development?

6. Drainage and Flooding

What drainage improvements or studies have been completed to ensure the development will not increase flooding risks to surrounding properties?

7. Road and Traffic Impact

What traffic impact studies have been conducted regarding the effect of the proposed development on:

- FM 524
 - Old Main Street
 - surrounding roadways
-

8. Municipal Service Plan

What municipal services will the City provide if annexation occurs, including:

- police protection
- fire protection

- street maintenance
- water and sewer service

9. Fiscal Impact

Has the City conducted a fiscal impact analysis evaluating the cost of providing services to this development versus projected tax revenue?

10. Annexation Timeline

What is the anticipated timeline for the annexation process, including:

- planning and zoning review
- City Council votes
- potential annexation ordinance adoption

Request for Record

Please include this letter in the official record of the annexation proceedings and the public hearing scheduled for March 26, 2026.

Citizen Information

Name: Jetta Stegall

Address: 404 S. Fig Street

City/State/Zip: Sweeny TX 77480

Property Owner: Yes No

Signature: Jetta Stegall

Date: 3-26-2026

Citizen Request for Information Regarding Proposed Annexation

City of Sweeny, Texas

Date: 3/24/26

To: Mayor and City Council
City of Sweeny
102 W. Ashley Wilson Road
Sweeny, Texas 77480

Delivered to: City Secretary

Subject: Citizen Request for Information – Proposed Annexation (FM 524 Spur 2 / Old Main Street)

Dear Mayor and Members of the City Council,

As a resident and/or property owner affected by the proposed annexation referenced in the February 23, 2026 public notice, I respectfully request clarification on the following matters related to the annexation process.

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Request for Record

Please include this letter in the official record of the annexation proceedings and the public hearing scheduled for March 26, 2026.

Citizen Information

Name: Carolyn Payne

Address: 1301 Texas Ave

City/State/Zip: Sweeny, Texas 77480

Property Owner: Yes No

Signature: Carolyn Payne

Date: 3/24/26

Citizen Request for Information Regarding Proposed Annexation

City of Sweeny, Texas

Date: 3/25/26

To: Mayor and City Council
City of Sweeny
102 W. Ashley Wilson Road
Sweeny, Texas 77480

Delivered to: City Secretary

Subject: Citizen Request for Information – Proposed Annexation (FM 524 Spur 2 / Old Main Street)

Dear Mayor and Members of the City Council,

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- City Council votes
- potential annexation ordinance adoption

Request for Record

Please include this letter in the official record of the annexation proceedings and the public hearing scheduled for March 26, 2026.

Citizen Information

Name: Johnny + Vera Ross Johnny Ross

Address: 1009 Alice

City/State/Zip: Sweeny, Texas 77480

Property Owner: Yes No

Signature: Vera Ross

Date: 3/25/26

Citizen Request for Information Regarding Proposed Annexation

City of Sweeny, Texas

Date: 3-23-24

To: Mayor and City Council
City of Sweeny
102 W. Ashley Wilson Road
Sweeny, Texas 77480

Delivered to: City Secretary

Subject: Citizen Request for Information – Proposed Annexation (FM 524 Spur 2 / Old Main Street)

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What traffic impact studies have been conducted regarding the effect of the proposed development on:

- FM 524
 - Old Main Street
 - surrounding roadways
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8. Municipal Service Plan

What municipal services will the City provide if annexation occurs, including:

- police protection
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Has the City conducted a fiscal impact analysis evaluating the cost of providing services to this development versus projected tax revenue?

10. Annexation Timeline

What is the anticipated timeline for the annexation process, including:

- planning and zoning review
- City Council votes
- potential annexation ordinance adoption

Request for Record

Please include this letter in the official record of the annexation proceedings and the public hearing scheduled for March 26, 2026.

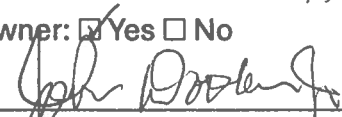
Citizen Information

Name: John Doolen

Address: 1309 N. ELM

City/State/Zip: SWEENEY, TX. 77480

Property Owner: Yes No

Signature: 

Date: 3-23-24

Citizen Request for Information Regarding Proposed Annexation

City of Sweeny, Texas

Date: 3/23/26

To: Mayor and City Council
City of Sweeny
102 W. Ashley Wilson Road
Sweeny, Texas 77480

Delivered to: City Secretary

Subject: Citizen Request for Information – Proposed Annexation (FM 524 Spur 2 / Old Main Street)

Dear Mayor and Members of the City Council,

As a resident and/or property owner affected by the proposed annexation referenced in the February 23, 2026 public notice, I respectfully request clarification on the following matters related to the annexation process.

These questions are submitted to ensure transparency and compliance with Texas Local Government Code Chapter 43 governing municipal annexation.

Annexation Questions

1. Legal Authority

Under which specific section of Texas Local Government Code Chapter 43 is the City of Sweeny proposing to annex this property?

2. Initiation of Annexation

Was this annexation requested by the property owner/developer, or is the City initiating the annexation?

3. Development Plans

What specific development is planned for the property referenced in the notice (Property ID 182654)?

Please provide:

- type of development
 - estimated number of homes or units
 - timeline of development
-

4. Water Capacity

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If so, please provide documentation or engineering analysis supporting this determination.

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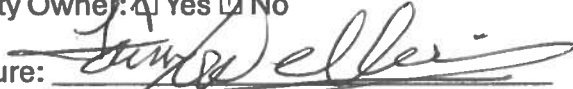
Citizen Information

Name: Tommy Joe Williams

Address: 804 E. Second Street

City/State/Zip: Sweeny, Texas 77480

Property Owner: Yes No

Signature: 

Date: 3.23.2026

Citizen Request for Information Regarding Proposed Annexation

City of Sweeny, Texas

Date: 3-23-2026

To: Mayor and City Council
City of Sweeny
102 W. Ashley Wilson Road
Sweeny, Texas 77480

Delivered to: City Secretary

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Citizen Information

Name: Melba Smith

Address: 505 Pecan St.

City/State/Zip: Sweeny TX 77480

Property Owner: Yes No

Signature: Melba Smith

Date: 3/23/2026

Citizen Request for Information Regarding Proposed Annexation

City of Sweeny, Texas

Date: 3/22/2026

To: Mayor and City Council
City of Sweeny
102 W. Ashley Wilson Road
Sweeny, Texas 77480

Delivered to: City Secretary

Subject: Citizen Request for Information – Proposed Annexation (FM 524 Spur 2 / Old Main Street)

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Request for Record

Please include this letter in the official record of the annexation proceedings and the public hearing scheduled for March 26, 2026.

Citizen Information

Name: Paul Howard

Address: 312 N. Fig

City/State/Zip: Sweeny, TX 77480

Property Owner: Yes No

Signature: 

Date: 3/22/2026

Citizen Request for Information Regarding Proposed Annexation

City of Sweeny, Texas

Date: 3/22/2026

To: Mayor and City Council
City of Sweeny
102 W. Ashley Wilson Road
Sweeny, Texas 77480

Delivered to: City Secretary

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Citizen Information

Name: Peter W. Cunningham Peter W. Cunningham
Address: 1312 N. Main St.
City/State/Zip: Sweeny, TX 77480
Property Owner: Yes No
Signature: Peter W. Cunningham
Date: 5/22/2026

Citizen Request for Information Regarding Proposed Annexation

City of Sweeny, Texas

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To: Mayor and City Council
City of Sweeny
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Citizen Information

Name: Mary L. Doolen

Address: 1307 N. ~~1307~~ Elm Street

City/State/Zip: 77480

Property Owner: Yes No

Signature: Mary L. Doolen

Date: 3/23/26

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City of Sweeny, Texas

Date: 3/23/2026

To: Mayor and City Council
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Citizen Information

Name: JULIAN LOYD ESTES

Address: 1302 N. MAIN ST.

City/State/Zip: 77480

Property Owner: Yes No

Signature: Julian Loyd Estes

Date: 03-23-2026



AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Item 3.

CONSENT AGENDA

FINANCIAL STATEMENTS

- General Fund Income Statement
- Enterprise Fund Income Statement

Financial statements will be distributed directly to Council members. All submitted statements are maintained on file in the Office of the City Secretary



AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Item 4.

Consent Agenda	Monthly Departmental Updates
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Departments

- Police Department, Code Enforcement, & Humane
- Public Works Department: Water, Sewer, Gas, Streets, Vehicles, & Equipment
- City Secretary, Municipal Court, & Developmental Services



Sweeny Police Department

Est. 1909 | Home of the Unknown Soldier
123 N. Oak Street | Sweeny, Texas 77480
Dispatch | 979-548-3111 | Office | 979-548-3112
Brad Caudle, Chief of Police



Item 4.

SWEENEY PD FLEET MONTHLY REPORT **MARCH 2026**

UNIT	MILEAGE	MONTHLY MAINTN COST	OCT-SEP COST
312	190,122	0	\$694.88
317	110,915	0	0
319	108,104	\$168.66	\$168.66
320	99,872.0	0	0
322	146,886	\$586.02	\$586.02
ANIMAL CONTROL	148,512	0	0
326	135,768	\$1,024.98	\$4,993.92
327	126,832	\$143.24	\$143.23
TOTAL	-----	\$1,922.9	\$6,586.71



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Brad Caudle, Chief of Police



Item 4.

MONTHLY PRODUCTIVITY REPORT MARCH 2026

Officer	Shifts Worked	Total Miles	Calls for Service	Reports	Citations	Warnings	Total Traffic Stops	Crash Reports	Arrests F/M
SGT FERREL	13	602	24	4	6	28	34	0	1/1
OFFICER NUNLEY	13	581	37	6	9	20	29	1	1/0
CPL PENA	13	726	63	6	4	25	29	1	1/0
CPL REYES	15	1393	46	5	11	35	46	0	3/2
OFFICER MCMULLIN	2	189	9	2	5	11	16	0	0/0



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Item 4.

Code Enforcement Monthly Report

MARCH

Cases Started-2

Tall Grass-1

Junk Yard-1

Unsafe Structures-

Junk Vehicles-

Trash/Rubbish/Debree-

Total Cases-24

Certified Letter Sent-

Tickets To Owner-2

Follow-ups-21

Closed Cases-5

Tall Grass-3

Unsafe Structure-

Abandoned Sign-

Junk Yard-1

Junk vehicles-1

Calls For Service-43

PERMITS CHECKED-6

Officer J. Burt 1405



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Item 4.

MONTHLY Humane Report

3/26

Animal Control Officer Rodger Larsen

Dog Calls- 35

Dogs Picked up by ACO-4

Dogs Adopted- 0

Dogs Returned to Owner(s)-3

Dogs that went to Rescue Shelters SPCA-2

Dogs Euthanized- 0

Dogs in Animal Shelter- consistently full, average 10 TO 11 per month

DOGS THAT WENT TO FOSTERS-5

Cat Calls- 1

Cats Picked up by ACO- 1

Cats Adopted- 0

Cats Returned to Owner(s)- 0

Cats that went to Rescue Shelters- 0

Cats Euthanized- 1

Cats in Animal Shelter- 0

Miscellaneous Calls- 28

Call Outs-0

Dog Bite Report/Follow-up- 0

Animal Cruelty Case- 0

TRAINING EQUINE TRAINING

Brad Caudle

Chief of Police

Sweeny Police Department

Email: bbcaudle@sweenytx.gov



Office of Public Works March Update

	Month	YTD
PUBLIC WORKS		
Water Treated	9.75 MGAL	55.714 MGAL
Water Turn On	51	146
Water Turn Off	4	43
Dirty Water	4	34
Non-Payment/Disconnects	78	178
Water Leaks City	6	41
Water Leaks Customer	2	14
Water Service Taps	0	0
Water Meter Repairs	0	0
Chlorine Used	465 LBS	2923 LBS
Polymer Used	0 GAL	756 GAL
BiCarbus used	90 GAL	110 GAL
Gas Sold	23252 CCF	157237 CCF
Gas Turn On	56	128
Gass Turn Off	5	38
Gas Taps	0	0
Gas Leaks City	2	9
Gas Leaks Customer	2	4
Gas Service Taps	0	0
Gas Meter Repairs	0	1
Sewer Treated	8.133 MGAL	37.536 MGAL
Sewer Taps	0	0
Sewer Stoppages City	0	4
Sewer Stoppages Customer	2	12
Chlorine Used	470 GAL	2317GAL
Manhole Repairs	0	0



STREETS

Signs Repaired	0	5
Signs Replaced	2	3
Street Repairs Asphalt	0	10

Drainage

Culverts Installed	1	4
Culverts Cleaned	0	0
Ditches Dug Out	0	0

Building Repairs	0	0
Major Equipment Repairs	0	3

	Monthly Repair Costs	YTD Repair Costs
VEHICLES		
UNIT NUMBER / MILEAGE		
100/46750.2	0	763.98
101/67103.9	0	692.47
103/163758	0	160.42
104/50385.8	0	16.74
105/93840	324.28	324.28

	Monthly Repair Costs	YTD Repair Costs
EQUIPMENT		
UNIT NUMBER / HOURS		
Backhoe/823.9	0	2001.62
Mini Excavator/1667.0	0	11852.74
Tractor/637.6	0	936.07
Mower 151/167.2	20	582.41
Mower 160/454.1	0	210.15



City Secretary – Monthly Departmental Update

Reporting Period FY25/26: March 01-31

Council/Board Related Activities

- Council Meetings Prepared: 2
 - Agendas, Packets, Minutes, and Prep/Finalizations
- CIC Meeting Prepared for 04/02 1
 - Agenda Creation, Minutes Worksheet, Chairmans Notes
- Resolutions Completed: 2
- Ordinances Completed: 1
- Notice of Potential Quorums: 1

Grants and Funding Opportunities

- GLO Sewer/Ave A Project closeout started
- GLO LCP Call for Projects submitted
- ARPA closeout started
- TWDB WSIG grant Admin Services/Engineering RFQ in progress
- RCP initial kickoff and phase I completed

Public Information Act (PIA)

- Public Information Requests:
 - Completed 4
 - OGA Opinions Requested 2

Communications / IT

- Website Updates: *Content, Calendar, Newsfeeds, Closures, Elections, and Required Postings*
- CTY's & Facebook Postings as needed

General Department Operations

- Annexation Preparation and Drafted Documents
- Records Transfer
- Engineering RFQ completions
- Annual Court Confidentiality Forms Completed
- Debris/Disaster agreement extensions completed

Elections

- Online Statutory Filings/Notices Completed; Website updated accordingly
- Ballot completions & Audio Reviewal

City of Sweeny
Municipal Court Council Report
From 3/1/2026 to 3/31/2026

4/2/2026 2:

Item 4.

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
39	5	4	0	1	49

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$2,960.75	\$2,524.92	\$3,924.60	\$40.64	\$49.79	\$9,500.70

Warrants

Issued	Served	Closed	Total
0	0	24	24

FTAs/VPTAs

FTAs	VPTAs	Total
2	1	3

Dispositions

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
24	0	7	1	0	32

Trials & Hearings

Jury	Bench	Appeal	Initial Appearance	Show Cause	Pretrial	Total
0	0	0	32	10	4	46

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
9	0	9	18



Development Services & Building Rentals
Report Date: March 01 – March 31, 2026

Permitting; Monthly Reports Attached

Previous Month Fees Collected \$3,786.75
Previous Month Activity Report 31

Fees Collected YTD

Calendar YTD Amount Collected \$15,282.75
Fiscal YTD Amount Collected \$31,691.01

Permits Issued

Fiscal YTD 144
Calendar YTD 77

Inspections Completed

City Manager 18
Plumbing Inspector 11
Director of Public Works 15
Fire Marshal 3
Gas Operator 0

Pre- Development Meeting 1

Current Construction

New Commercial Construction

- 131 Calvie Brown Rd /new office building
- SISD Project
- Sweeny Hospital Project (EMS Building completed COO issued)
- 111A Calvie Brown Rd / new office building

New Residential Construction

- 210/211 Silverleaf Rd– new builds
- 402 Pecan St -variance approved for current structure, 404 Pecan St – 2nd structure issued.
- 1432 Camellia St

Rentals

Community Center 3 Rentals
Community Center Meeting Room 4 Groups
Seniors Building 6 Groups



Activity Report - By Project Type

from feed: 03/01/2026 - 03/31/2026

PROJECT TYPE	ISSUED PERMITS
Building Permit -Electrical (R)	4
Building Permit -Electrical RECONNECT	1
Building Permit Single Family (R)	4
Building Permit- Mechanical (R)	2
Civil, Flatwork, or Driveway Permit	1
Culvert Permit	1
Fence Permit (C)	3
Fence Permit (R)	3
Fire Alarm	1
Occupancy Permit (C)	1
Plumbing Permit (R)	3
Tree Removal / Trimming Permit	7

TOTAL	31.00
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Fees Collected - By Project Type

Date Paid from Fees feed: 03/01/2026 - 03/31/2026

TITLE	AMOUNT PAID	DATE PAID
Above Ground Pool Fee	\$ 25.00	03/11/2026 at 9:03 AM
Alarm - Device	\$ 246.00	03/16/2026 at 9:23 AM
Building Permit (R)	\$ 225.00	03/09/2026 at 2:22 PM
Building Permit (R)	\$ 390.00	03/31/2026 at 3:32 PM
Civil Permit Fee	\$ 50.00	03/20/2026 at 4:27 PM
Civil Site Work	\$ 35.75	03/20/2026 at 4:27 PM
Cover Up Inspection Fee	\$ 50.00	03/12/2026 at 10:29 AM
Culvert Fee	\$ 160.00	03/05/2026 at 1:08 PM
Double FEE	\$ 225.00	03/09/2026 at 2:22 PM
Double FEE	\$ 59.50	03/27/2026 at 3:13 PM
Double FEE	\$ 130.00	03/25/2026 at 3:23 PM
Electrical - Domestic Appliances	\$ 1.00	03/11/2026 at 9:02 AM
Electrical - Number of Lighting Fixtures	\$ 9.00	03/27/2026 at 3:13 PM
Electrical - Outlets	\$ 0.50	03/27/2026 at 3:13 PM
Electrical - Services	\$ 10.00	03/04/2026 at 8:42 AM
Electrical - Services	\$ 10.00	03/04/2026 at 8:51 AM
Electrical Permit Fee	\$ 50.00	03/04/2026 at 8:42 AM
Electrical Permit Fee	\$ 50.00	03/11/2026 at 9:02 AM
Electrical Permit Fee	\$ 50.00	03/04/2026 at 8:51 AM
Electrical Permit Fee	\$ 50.00	03/26/2026 at 12:04 PM
Electrical Permit Fee	\$ 50.00	03/27/2026 at 3:13 PM
Final Inspection Fee	\$ 50.00	03/26/2026 at 9:51 AM

TITLE	AMOUNT PAID	DATE PAID
Fire Permit Fee	\$ 100.00	03/16/2026 at 9:23 AM
Gas Meter, Regulator, & Shipping	\$ 20.00	03/19/2026 at 10:30 AM
Generator Permit Fee	\$ 350.00	03/04/2026 at 3:04 PM
HVAC Install/Replace System Only	\$ 50.00	03/12/2026 at 10:29 AM
HVAC Install/Replace System Only	\$ 50.00	03/16/2026 at 12:01 PM
Plumbing - Gas Piping /Gas Service Line; Outlets 1-4	\$ 5.00	03/05/2026 at 10:04 AM
Plumbing - Gas Piping /Gas Service Line; Outlets 1-4	\$ 5.00	03/13/2026 at 2:24 PM
Plumbing - Pressure Test	\$ 15.00	03/05/2026 at 10:04 AM
Plumbing - Pressure Test	\$ 15.00	03/13/2026 at 2:24 PM
Plumbing - Sewer Line	\$ 5.00	03/25/2026 at 3:23 PM
Plumbing - Sinks	\$ 2.50	03/25/2026 at 3:23 PM
Plumbing - Tubs or showers	\$ 2.50	03/25/2026 at 3:23 PM
Plumbing - Vacuum Breakers 1-5	\$ 2.50	03/25/2026 at 3:23 PM
Plumbing - Water Closets	\$ 2.50	03/25/2026 at 3:23 PM
Plumbing - Water Piping	\$ 5.00	03/25/2026 at 3:23 PM
Plumbing Permit Fee	\$ 60.00	03/05/2026 at 10:04 AM
Plumbing Permit Fee	\$ 60.00	03/25/2026 at 3:23 PM
Plumbing Permit Fee	\$ 60.00	03/13/2026 at 2:24 PM
Reconnect FEE	\$ 25.00	03/26/2026 at 12:04 PM
Residential Plan Reviewal Fee	\$ 260.00	03/27/2026 at 9:04 AM
Rough In Inspection Fee	\$ 50.00	03/12/2026 at 10:29 AM
Rough In Inspection Fee	\$ 50.00	03/25/2026 at 3:23 PM
Tree Trimming / Removal Permit Fee	\$ 25.00	03/30/2026 at 12:01 PM
Tree Trimming / Removal Permit Fee	\$ 25.00	03/17/2026 at 10:43 AM
Tree Trimming / Removal Permit Fee	\$ 25.00	03/24/2026 at 8:51 AM

TITLE	AMOUNT PAID	DATE PAID
Tree Trimming / Removal Permit Fee	\$ 25.00	03/24/2026 at 8:48 AM
Tree Trimming / Removal Permit Fee	\$ 25.00	03/16/2026 at 3:07 PM
Tree Trimming / Removal Permit Fee	\$ 25.00	03/16/2026 at 8:46 AM
Tree Trimming / Removal Permit Fee	\$ 25.00	03/16/2026 at 3:08 PM
Upsized Gas Meter	\$ 490.00	03/19/2026 at 10:30 AM

TOTAL	\$ 3,786.75	
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AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Item 5.

Consent Agenda	Boards & Agencies Updates
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BOARDS & CONTACTUAL AGENCIES

- Sweeny Economic Development Corporation
- Fire Department
- Capital Improvements Committee
- Sweeny Beautification Committee
- Crime Control & Prevention District
- Parks & Recreation Board

Busy with Public Work letters that had to go out (1,345 letters to be mailed out). Did speak with the Gerald with Coast Signs they are working on a design and bid for signs at the industrial park.,

Working with Jenny, Neal and David on trying to get all the electricity worked out at the industrial park.

Met with Mr. Grovey he wants help promoting his clothing business Worldwide. I did give him information on Sweeny Beautifications Pride Day and other events in the area. I spoke to him about Sweeny Chamber.

I did get the EDC yearly report submitted to the Texas Comptroller.

I am continuing to work with Equipment Share legal department and Jeff (our attorney) on all paperwork needed. Working on Deed of Trust.

Coast Graphic & Signs sent me their quote, and I forwarded it to the board to review before our meeting.

Working with Kaydi to file rezone paperwork and pay fees to get this going will take 60 to 90 days.

Talked with Doug Kirk about Stark Inc. He is ready for electricity.

Typed up minutes and working on the agenda for next meeting.

Updated Executive Director job responsibilities and sent to the board for review before next meeting.

Still working with Equipment Share and our attorney Jeff to work through all the closing documents.

Conversations with TNMP trying to sort everything out for Stark Inc.

Spoke with Brian and David about a farmers' market.

Sent out agenda for review.

Sent out emails to all those needing to provide and update for the Industrial park.

Attended CAP meeting and had a tour of the P66 and CPChem.

Went to look at 218 N Main Street. Helped Rina with termite and carpenter ant quotes.

Worked with Kaydi and filed rezone paperwork for the industrial park.

Worked on closing paperwork for Equipment Share.

Went to look at the old P66 building off Ashely Wilson.

I will meet with someone looking for a store front for a business on Friday, April 17th.

We have officially closed with Equipment Share and I will be forwarding documents shortly for everyone to review.

I have had a conversation with David, City Manager and Brian, Mayor Pro Tem and I will be coordinating a Farmer's Market for Sweeny on May 9th from 9 am to 3 pm at the Sweeny Community Center. This will be the one time the city puts it on. They are asking if the EDC will plan to bring it back on a regular basis. We are looking to find a few of the businesses that might be interested in setting up a store front in Sweeny to provide meats, vegetables etc. 3 or more times a week. I will have more information at our meeting on Monday.

Balance Sheet
Sweeny Economic Development Corporation
As of Apr 9, 2026

	Total
Assets	
Bank Accounts	
Money Market Acct #1038451	577.78
Now Acct. #1038478	109,343.67
TexPool	190,740.92
Total for Bank Accounts	\$300,662.37
Accounts Receivable	
Other Current Assets	
Loan	8,325.00
Total for Other Current Assets	\$8,325.00
Total for Current Assets	\$308,987.37
Fixed Assets	
Industrial Park Property	1,474,791.38
Phase I	221,145.32
Phase II	112,325.67
Phase III	98,321.12
Phase IV	23,125.20
Total for Industrial Park Property	\$1,929,708.69
Total for Fixed Assets	\$1,929,708.69
Total for Assets	\$2,238,696.06
Liabilities and Equity	
Liabilities	
Payroll Liabilities	9,173.00
Federal Taxes (941/943/944)	1,621.99
Federal Unemployment (940)	-43.32
Medical	2,508.73
Total for Payroll Liabilities	\$13,260.40
Total for Current Liabilities	\$13,260.40
Long-term Liabilities	
Southside Bank Loan	747,088.64
Total for Long-term Liabilities	\$747,088.64
Total for Liabilities	\$760,349.04
Equity	
Opening Bal Equity	9,990.00
Retained Earnings	1,393,492.40
Net Income	74,864.62
Total for Equity	\$1,478,347.02
Total for Liabilities and Equity	\$2,238,696.06

Profit and Loss
Sweeny Economic Development Corporation
 March 9-April 9, 2026

	Total
Income	
Bank Interest	594.89
Sales Tax Income	19,299.65
Total for Income	\$19,894.54
Gross Profit	\$19,894.54
Expenses	
Admin. Expense	
Legal Services Fees	175.00
Office Supplies	142.62
Total for Admin. Expense	\$317.62
Loan Interest Expense	3,561.85
Total for Expenses	\$3,879.47
Net Operating Income	\$16,015.07
Net Other Income	
Net Income	\$16,015.07



AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Item 6.

CONSENT AGENDA

QUARTERLY INVESTMENT REPORT FOR ACCEPTANCE

Quarterly Investment Reports will be distributed directly to Council members. All submitted statements are maintained on file in the Office of the City Secretary



AGENDA MEMO

Business of the City Council City of Sweeny, Texas

Meeting Date	04/21/2026	Agenda Items	
Approved by City Manager	Yes	Presenter(s)	Requestor
Reviewed by City Attorney		Department	Developmental Services
Subject	Discussion and possible action to variance request received, allowing for placement of a manufactured home on lot 44 of Travis Avenue; Manufactured Home Ordinance Chapter 151; Renobato		
Attachments / Supporting documents	Request, Letter, & Corresponding Information Submitted by Requestor		
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

A variance is being requested by the property owner to allow the placement of a manufactured home on Lot 44 of Travis Avenue. The property is currently undeveloped.

The requestor proposes using a manufactured home to allow the structure to be elevated due to inadequate drainage conditions in the area. The owner's intent is to mitigate drainage issues and avoid creating additional runoff that could impact neighboring properties.

Should Council consider approval of the variance, the following stipulations would need to be addressed:

- Establishment of a timeframe for installation and/or an expiration date for the approved variance (e.g., six months, not to exceed one year).
- Establishment of a minimum age requirement for the manufactured home. The current ordinance allows replacement of an existing manufactured home only if it is no more than five years old.

§ 151.02 MOBILE HOMES PROHIBITED.

No mobile home shall be permitted within the city limits. Any mobile home located in the city legally, prior to the enactment of this subchapter and used and occupied as a residential dwelling shall be allowed to remain, but shall not be replaced with another mobile home under any circumstance.

(Ord. 104-99, passed 5-10-99) [Penalty, see § 151.99](#)

§ 151.03 UNLAWFUL PARKING, USE OR LOCATION OF HUD MANUFACTURED HOMES.

It shall be unlawful for any person, firm or corporation to park, locate or permit the parking or location of any HUD Code manufactured home upon any lot, street or tract of land within the city, unless the parking or location of said HUD Code manufactured home meets the requirements of § [151.04](#).

(Ord. 104-99, passed 5-10-99; Am. Ord. 103-04, passed 2-17-04) [Penalty, see § 151.99](#)

§ 151.04 PERMISSIBLE PARKING OR LOCATION.

(A) A HUD Code manufactured home may be placed, located or permitted to remain within the corporate limits of the City of Sweeny, Texas, if and only if, it is situated:

- (1) In a manufactured home park licensed pursuant to the terms of this Code of Ordinances;
- (2) In a duly platted and recorded manufactured home subdivision, which meets all the requirements of this Code of Ordinances;



AGENDA MEMO

Business of the City Council

City of Sweeny, Texas

(3) Upon a site that such manufactured home has continuously occupied prior to and since the effective date hereof, provided such occupation was lawful on that date, and further provided that the continued occupation thereof does not pose a significant threat to the health or safety of persons within the manufactured homes or others. The term **SITE** as used in this division and division (A)(4) following means the lot or lots on which the manufactured home is located;

(4) The exemption for existing manufactured homes shall apply to the manufactured home being occupied prior to and at the time of the adoption of this section as defined in division (A)(3) above, and shall include any replacement manufactured homes for such site provided that such replacement is made within three months of the date the existing manufactured home being replaced has been removed, damaged or destroyed, if the replacement manufactured home meeting HUD Code manufactured home standards can meet the setback, distance, and all other requirements found in this Code and provided that the replacement manufactured home is not more than five years old.

(B) It shall be unlawful for any person to park, place or locate a manufactured home at any location not authorized by this chapter, or to permit or allow any manufactured home to remain within the corporate limits of the city in any location not authorized pursuant to this chapter.

Recommended Action

If approving:

To approve a variance to Chapter 151 of the City's Ordinances allowing the owner, Ruben Renobato, of Lot 44 on Travis Street, to place a manufactured home on the property within _____ months, provided the home is no more than _____ years old and meets all zoning, review, and permitting requirements



CITY OF SWEENEY

Rev. 0

Item 7.

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

Zoning and/or Variance Application

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

TYPE OF APPLICATION:

- Zoning Change (from zone) _____ (to zone) _____
- Variance Request to P & Z Exhibit, Section § _____
- Variance Request to Ordinance, Section § _____
- Re-Plat Type: _____

*Plat Types include: Amending, Replats, Combination, Subdivide, Subdivision, Preliminary, Final

**Re-plats/Mylars can only be accepted the 1st thru the 5th business day of each month to comply with HB 3167.

PROJECT INFORMATION:

- Residential
 - Commercial
 - Survey attached?
 - Drawing attached?
- Project Name/Owners Name: Ruben Renobato
 Brazoria County Appraisal District Property ID # 250619
 Project Address/Location: Travis Avenue
 Subdivision: Southern Addition No. of Lots: # 44
 Total Acreage &/or Square Footage: 6250

(Any additional supporting information can be submitted and attached with this request.)

Brief Description of Property & Reason for Proposed Request:

50' X 125' Vacant Lot. Flooding due to inadequate drainage.

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.

PROPERTY OWNER'S INFORMATION:

Name: Ruben Renobato
 Mailing Address: _____
 City: Freeport State: Tx Zip: 77541
 Phone: _____
 Email: _____

APPLICANT OR AGENT'S INFORMATION:

Name: _____
 Mailing Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____
 Email: _____

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

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

Zoning Change Requests are charged an advertisement fee per the official newspaper rate plus a \$20.00 administrative fee. Additional fees assessed for additional pages and/or additional administrative duties required. Current advertisement rates start at \$265.00. Any advertisement rate completed that is over the current minimum rate will be invoiced to the requestor. All zone change requests are subject to the discretion of the P&Z Board of Commissions and City Council.

Replats and variances are \$50.00 each. Re-plat and variance requests are not a guaranteed approval. All replats and variance requests are at the discretion of the City Council.

**Owner's Signature: Ruben Renobato Date: 3-5-26

Agent's/Applicant's Signature: _____ Date: _____

Fees Paid: _____ General Receipt No. _____ Date: _____

OFFICE USE ONLY:

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

MY NAME IS RUBEN RENOBATO, I OWN LOT 44 , SOUTHEND ADDITION SUBDIVISION ON TRAVIS AVENUE. LOT 44 IS LOCATED IN RESIDENTIAL ZONING DISTRICT R – 2B.

CITY OF SWEENEY BUILDING CODE ORDINANCE SECTION 110.69.2 – STATES SINGLE FAMILY RESIDENCE LOTS PLATTED PRIOR TO THE DATE OF THE ORDINANCE, “THE FOLLOWING REGULATIONS SHALL BE APPLICABLE:

ONE FAMILY DEWELLING

MINIMUM LOT AREA: 5000 SF

MINIMUM LIVING AREA: 800 SF

MINIMUM PERCENTAGE OF LOT TO BE USED FOR BUILDING: 45%

MAXIMUM HEIGHT OF BUILDING: 2 ½ STORIES OR 35 FEET

MINIMUM FRONTAGE OF LOT: 50 FEET

MINIMUM LOT DEPTH: 80 FEET

MINIMUM YARD SETBACKS: FRONT 15 FEET, SIDES 5 FEET, REAR 15 FEET

MINIMUM OFF STREET PARKING: 400 SF

PER CITY RESIDENTIAL BUILDING CODE 153.26 – NEW CONSTRUCTION AND SUBSTANTIAL IMPROVEMENT OF ANY RESIDENTIAL STRUCTURE SHALL HAVE THE LOWEST FLOOR ELEVATED 24 INCHES ABOVE THE BASE FLOOD ELEVATION AS PER FEMA AND BRAZORIA COUNTY FLOODPLAIN MANAGEMENT.

MY PROPERTY IS NOT IN A FLOOD ZONE AND IS NOT IN A DESIGNATED FLOOR HAZARD AREA. THERE IS A DRAINAGE DITCH IN FRONT OF MY PROPERTY. THE DRAINAGE DITCH TERMINATES 142 FEET FROM MY PROPERTY AT THE ST. L.B.M. RAILROAD TRACK AND THE REAR OF MY PROPERTY IS 20 FEET FROM THE ST. L.B.M. RAILROAD TRACK. THE RAILROAD TRACK IS A PROBLEM TO ADEQUATE DRAINAGE OF MY PROPERTY.

DURING HEAVY RAINS THE WATER IN THE DRAINAGE DITCH BACKS UP AND WATER OVERFLOWS AND STANDS ON MY PROPERTY. DUE TO THIS ENVIRONMENTAL CIRCUMSTANCE UNIQUE TO MY PROPERTY, I AM ASKING FOR A VARIANCE OF ZONING CODE 151.02 – MOBILE HOME PROHIBITED.

A PERMANENT RESIDENTIAL FOUNDATION WILL CAUSE UNDUE HARDHIP IN THE USE AND DEVELOPMENT OF MY PROPERTY. A PORTABLE STRUCTURE THAT CAN BE MOVED WITH ADEQUATE NOTICE DURING A CRISIS, IS A VIABLE SOLUTION ,AS OPPOSED TO LOT BUILD UP AND PERMANENT FOUNDATION BUILD UP.

PORTABLE STRUCTURES INCLUDE TINY HOUSES, TRAVEL TRAILERS, PARK MODEL HOMES, AND MOBILE HOMES.

MY NEIGHBOR WHO OWNS LOTS 45, 46, 47 HAS VOICED HIS CONCERN REGARDING THE CIRCUMSTANCE OF INADVERTINGLY REDIRECTING WATER OVER FLOW UNTO HIS PROPERTY WHICH HAS A BRICK HOME.

I RESPECTFULLY ASK YOUR CONSIDERATION



CITY OF SWEENY

Rev. 0 (4/2/2020)

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: Ruben Renobato
 Brazoria County Appraisal District Property ID # 250619
 Project Address/Location: Travis Avenue
 Subdivision: Southend Addition No. of Lots: #44
 Total Acreage &/or Square Footage: 6250

Brief Description of Property & Reason for Proposed Request:

50' x 125' Vacant Lot. Flooding due to inadequate drainage

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. Additional fees assessed for additional pages. Re-plats/Mylars can only be accepted the 1st thru the 5th business day of the each month.

PROPERTY OWNER'S INFORMATION:

Name: Ruben Renobato
 Address: [Redacted]
 City: Freeport State: Tx Zip: 77541
 Phone: [Redacted]
 Email: [Redacted]

APPLICANT OR AGENT'S INFORMATION:

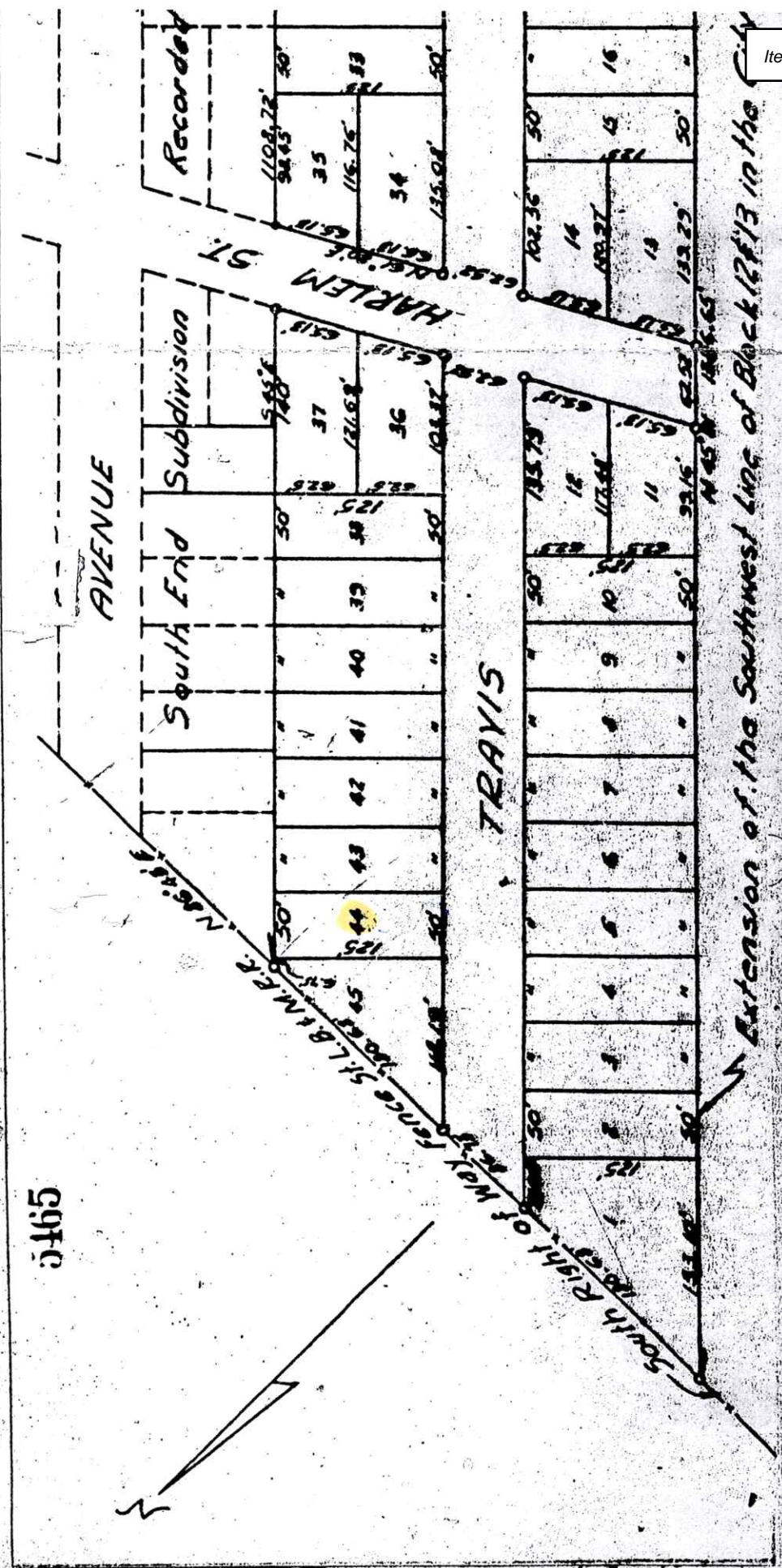
Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Fax: _____
 Email: _____

**Property owner must be the current owner of the property at the time of submittal of the application, and not the party that has the property under contract.
 As owner and applicant, I hereby request approval of the above described request as provided for by The City of Sweeny.

**Owner's Signature: Ruben Renobato Date: 3-5-26
 Agent's/Applicant's Signature: _____ Date: _____

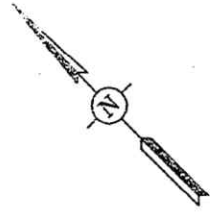
OFFICE USE ONLY:
 Date Received: 3/5/26 Amount Collected: \$50.00 City Representative: JM

6
5
4
3
2
1
 100
76.75
52.50
52.50
52.50
 South Right of Way Fence 51.8 M.R.
 2 1/2' in the City of Sweezy, Tex.



Item 7.

Extension of the Southwest line of Block 12413 in the City



my

ST. L.B.&M. RAILROAD

SOUTHWESTERN BELL COMPANY EASEMENT
VOLUME 434, PAGE 327 DEED RECORDS

LOT 1
VOLUME 1763 PAGE 363
DEED RECORDS

LOT 45
VOLUME 1128, PAGE 141
DEED RECORDS

LOT 44

LOT 43
VOLUME 567, PAGE 753
DEED RECORDS

LOT 42

LOT 41

FOUND 1/2" IRON ROD

FOUND 1/2" IRON ROD

3/4" IRON PIPE

4.12' FOUND 1" IRON PIPE BENT
N 45° 00' W
28.68' 50.00' 28.60'
REFERENCE BEARING

31.01'CL 30.94'CL
T R A V I S A V E N U E

60' RIGHT OF WAY
VOLUME 6, PAGE 24 PLAT RECORDS

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

SECTION A – PROPERTY INFORMATION

FOR INSURANCE COMPANY USE

A1. Building Owner's Name: Ruben Renobato 4t 27,287A.e1

Policy Number: _____

A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.
Travis Avenue

Company NAIC Number: _____

City: Sweeny State: TX ZIP Code: 77480

A3. Property Description (e.g., Lot and Block Numbers or Legal Description) and/or Tax Parcel Number:
Lot 44, Southend Addition

A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.): Proposed

A5. Latitude/Longitude: Lat. 29.036317deg Long. 95.703317deg Horiz. Datum: NAD 1927 NAD 1983 WGS 84

A6. Attach at least two and when possible four clear color photographs (one for each side) of the building (see Form pages 7 and 8).

A7. Building Diagram Number: _____

A8. For a building with a crawlspace or enclosure(s):

- a) Square footage of crawlspace or enclosure(s): _____ sq. ft.
- b) Is there at least one permanent flood opening on two different sides of each enclosed area? Yes No N/A
- c) Enter number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade:
Non-engineered flood openings: _____ Engineered flood openings: _____
- d) Total net open area of non-engineered flood openings in A8.c: _____ sq. in.
- e) Total rated area of engineered flood openings in A8.c (attach documentation – see Instructions): _____ sq. ft.
- f) Sum of A8.d and A8.e rated area (if applicable – see Instructions): _____ sq. ft.

A9. For a building with an attached garage:

- a) Square footage of attached garage: _____ sq. ft.
- b) Is there at least one permanent flood opening on two different sides of the attached garage? Yes No N/A
- c) Enter number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade:
Non-engineered flood openings: _____ Engineered flood openings: _____
- d) Total net open area of non-engineered flood openings in A9.c: _____ sq. in.
- e) Total rated area of engineered flood openings in A9.c (attach documentation – see Instructions): _____ sq. ft.
- f) Sum of A9.d and A9.e rated area (if applicable – see Instructions): _____ sq. ft.

SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1.a. NFIP Community Name: City of Sweeny B1.b. NFIP Community Identification Number: 485512

B2. County Name: Brazoria B3. State: TX B4. Map/Panel No.: 48039C / 0565 B5. Suffix: K

B6. FIRM Index Date: 12-30-2020 B7. FIRM Panel Effective/Revised Date: 12-30-2020

B8. Flood Zone(s): X B9. Base Flood Elevation(s) (BFE) (Zone AO, use Base Flood Depth): +2' over NG

B10. Indicate the source of the BFE data or Base Flood Depth entered in Item B9:

FIS FIRM Community Determined Other: _____

B11. Indicate elevation datum used for BFE in Item B9: NGVD 1929 NAVD 1988 Other/Source: _____

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? Yes No
Designation _____ CBRS OPA

B13. Is the building located seaward of the Limit of Moderate Wave Action (LIMWA)? Yes No

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Item 7.

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:

Travis Avenue

FOR INSURANCE COMPANY

Policy Number: _____

City: Sweeny

State: TX

ZIP Code: 77480

Company NAIC Number: _____

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: Construction Drawings* Building Under Construction* Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1–A30, AE, AH, AO, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO, A99. Complete Items C2.a–h below according to the Building Diagram specified in Item A7. In Puerto Rico only, enter meters.

Benchmark Utilized: NGS D-52

Vertical Datum: NAVD 1988

Indicate elevation datum used for the elevations in items a) through h) below.

NGVD 1929

NAVD 1988

Other: _____

Datum used for building elevations must be the same as that used for the BFE. Conversion factor used?

Yes

No

If Yes, describe the source of the conversion factor in the Section D Comments area.

Check the measurement used:

a) Top of bottom floor (including basement, crawlspace, or enclosure floor): _____

feet

meters

b) Top of the next higher floor (see Instructions): _____

feet

meters

c) Bottom of the lowest horizontal structural member (see Instructions): _____

feet

meters

d) Attached garage (top of slab): _____

feet

meters

e) Lowest elevation of Machinery and Equipment (M&E) servicing the building (describe type of M&E and location in Section D Comments area): _____

feet

meters

f) Lowest Adjacent Grade (LAG) next to building: Natural Finished 30.2

feet

meters

g) Highest Adjacent Grade (HAG) next to building: Natural Finished 30.9

feet

meters

h) Finished LAG at lowest elevation of attached deck or stairs, including structural support: _____

feet

meters

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by state law to certify elevation information. I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

Were latitude and longitude in Section A provided by a licensed land surveyor? Yes No

Check here if attachments and describe in the Comments area.

Certifier's Name: Randy L. Stroud

License Number: 2112

Title: Registered Professional Land Surveyor

Company Name: Randy L. Stroud, P.E.

Address: 201 South Velasco

City: Angleton

State: TX

ZIP Code: 77480

Telephone: 9798493141

Ext.: _____

Email: r_stroud@sbcglobal.net

Place Seal Here



Randy L. Stroud

Date: 3-5-2024

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments (including source of conversion factor in C2; type of equipment and location per C2.e; and description of any attachments):

For a benchmark we set a 60d nail in a 40" diameter Oak tree near the Southwest corner of the lot. The elevation of the nail is 32.9' which is 2 feet above high natural ground.

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Item 7.

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:

Travis Avenue

FOR INSURANCE COMPANY

Policy Number: _____

City: Sweeny State: TX ZIP Code: 77480

Company NAIC Number: _____

**SECTION E – BUILDING MEASUREMENT INFORMATION (SURVEY NOT REQUIRED)
FOR ZONE AO, ZONE AR/AO, AND ZONE A (WITHOUT BFE)**

For Zones AO, AR/AO, and A (without BFE), complete Items E1–E5. For Items E1–E4, use natural grade, if available. If the Certificate is intended to support a Letter of Map Change request, complete Sections A, B, and C. Check the measurement used. In Puerto Rico only, enter meters.

Building measurements are based on: Construction Drawings* Building Under Construction* Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

E1. Provide measurements (C.2.a in applicable Building Diagram) for the following and check the appropriate boxes to show whether the measurement is above or below the natural HAG and the LAG.

a) Top of bottom floor (including basement, crawlspace, or enclosure) is: _____ feet meters above or below the HAG.

b) Top of bottom floor (including basement, crawlspace, or enclosure) is: _____ feet meters above or below the LAG.

E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 1–2 of Instructions), the next higher floor (C2.b in applicable Building Diagram) of the building is: _____ feet meters above or below the HAG.

E3. Attached garage (top of slab) is: _____ feet meters above or below the HAG.

E4. Top of platform of machinery and/or equipment servicing the building is: _____ feet meters above or below the HAG.

E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? Yes No Unknown The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without BFE) or Zone AO must sign here. *The statements in Sections A, B, and E are correct to the best of my knowledge*

Check here if attachments and describe in the Comments area.

Property Owner or Owner's Authorized Representative Name: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Telephone: _____ Ext.: _____ Email: _____

Date: _____

Comments:

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Item 7.

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:

Travis Avenue

FOR INSURANCE COMPANY

Policy Number: _____

City: Sweeny State: TX ZIP Code: 77480

Company NAIC Number: _____

SECTION G – COMMUNITY INFORMATION (RECOMMENDED FOR COMMUNITY OFFICIAL COMPLETION)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Section A, B, C, E, G, or H of this Elevation Certificate. Complete the applicable item(s) and sign below when:

- G1. The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by state law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)
- G2.a. A local official completed Section E for a building located in Zone A (without a BFE), Zone AO, or Zone AR/AO, or when item E5 is completed for a building located in Zone AO.
- G2.b. A local official completed Section H for insurance purposes.
- G3. In the Comments area of Section G, the local official describes specific corrections to the information in Sections A, B, E and H.
- G4. The following information (Items G5–G11) is provided for community floodplain management purposes.
- G5. Permit Number: _____ G6. Date Permit Issued: _____
- G7. Date Certificate of Compliance/Occupancy Issued: _____
- G8. This permit has been issued for: New Construction Substantial Improvement
- G9.a. Elevation of as-built lowest floor (including basement) of the building: _____ feet meters Datum: _____
- G9.b. Elevation of bottom of as-built lowest horizontal structural member: _____ feet meters Datum: _____
- G10.a. BFE (or depth in Zone AO) of flooding at the building site: _____ feet meters Datum: _____
- G10.b. Community's minimum elevation (or depth in Zone AO) requirement for the lowest floor or lowest horizontal structural member: _____ feet meters Datum: _____
- G11. Variance issued? Yes No If yes, attach documentation and describe in the Comments area.

The local official who provides information in Section G must sign here. *I have completed the information in Section G and certify that it is correct to the best of my knowledge. If applicable, I have also provided specific corrections in the Comments area of this section.*

Local Official's Name: _____ Title: _____

NFIP Community Name: _____

Telephone: _____ Ext.: _____ Email: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Date: _____

Comments (including type of equipment and location, per C2.e; description of any attachments; and corrections to specific information in Sections A, B, D, E, or H):

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:
 Travis Avenue

City: Sweeny State: TX ZIP Code: 77480

FOR INSURANCE COMPANY USE

Policy Number: _____

Company NAIC Number: _____

**SECTION H – BUILDING'S FIRST FLOOR HEIGHT INFORMATION FOR ALL ZONES
 (SURVEY NOT REQUIRED) (FOR INSURANCE PURPOSES ONLY)**

The property owner, owner's authorized representative, or local floodplain management official may complete Section H for all flood zones to determine the building's first floor height for insurance purposes. Sections A, B, and I must also be completed. Enter heights to the nearest tenth of a foot (nearest tenth of a meter in Puerto Rico). *Reference the Foundation Type Diagrams (at the end of Section H Instructions) and the appropriate Building Diagrams (at the end of Section I Instructions) to complete this section.*

H1. Provide the height of the top of the floor (as indicated in Foundation Type Diagrams) above the Lowest Adjacent Grade (LAG):

a) For Building Diagrams 1A, 1B, 3, and 5–8. Top of bottom _____ feet meters above the LAG floor (include above-grade floors only for buildings with crawlspaces or enclosure floors) is:

b) For Building Diagrams 2A, 2B, 4, and 6–9. Top of next higher floor (i.e., the floor above basement, crawlspace, or enclosure floor) is: _____ feet meters above the LAG

H2. Is all Machinery and Equipment servicing the building (as listed in Item H2 Instructions) elevated to or above the floor indicated by the H2 arrow (shown in the Foundation Type Diagrams at end of Section H instructions) for the appropriate Building Diagram?

Yes No

SECTION I – PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and H must sign here. *The statements in Sections A, B, and H are correct to the best of my knowledge. Note: If the local floodplain management official completed Section H, they should indicate in Item G2.b and sign Section G.*

Check here if attachments are provided (including required photos) and describe each attachment in the Comments area.

Property Owner or Owner's Authorized Representative Name: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Telephone: _____ Ext.: _____ Email: _____

Date: _____

Comments:

ELEVATION CERTIFICATE
IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

BUILDING PHOTOGRAPHS

See Instructions for Item A6.

Item 7.

Building Street Address (Including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:

Travis Avenue

FOR INSURANCE COMPANY USE

Policy Number: _____

City: Sweeny State: TX ZIP Code: 77480

Company NAIC Number: _____

Instructions: Insert below at least two and when possible four photographs showing each side of the building (for example, may only be able to take front and back pictures of townhouses/rowhouses). Identify all photographs with the date taken and "Front View," "Rear View," "Right Side View," or "Left Side View." Photographs must show the foundation. When flood openings are present, include at least one close-up photograph of representative flood openings or vents, as indicated in Sections A8 and A9.

Photo One

Photo One Caption:

Clear Photo One

Photo Two

Photo Two Caption:

Clear Photo Two

ELEVATION CERTIFICATE
IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11
BUILDING PHOTOGRAPHS

Continuation Page

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:

FOR INSURANCE COMPANY USE

Travis Avenue

Policy Number: _____

City: Sweeny State: TX ZIP Code: 77480

Company NAIC Number: _____

Insert the third and fourth photographs below. Identify all photographs with the date taken and "Front View," "Rear View," "Right Side View," or "Left Side View." When flood openings are present, include at least one close-up photograph of representative flood openings or vents, as indicated in Sections A8 and A9.

Photo Three

Photo Three Caption:

Clear Photo Three

Photo Four

Photo Four Caption:

Clear Photo Four

**WEST BRAZORIA COUNTY DRAINAGE DISTRICT
PRE-CONSTRUCTION LETTER OF NO OBJECTION**

PROJECT NAME AND LOCATION: Proposed residence on Lot 44, Southend Subdivision on Travis Avenue in Sweeny..

BRIEF DESCRIPTION OF PROJECT: Single family residence proposed. Lot must be graded so that all drainage will be to Travis Avenue which is the only available drainage...

APPLICANT AND CONTACT INFORMATION (including email): Ruben Renobato

OWNER NAME AND ADDRESS: Same

GENERAL CONDITIONS:

1. Maintenance of all detention facilities and on-site drainage structures and ditches is the responsibility of the owner/operator of the facility.
2. Use of this Letter of No Objection for obtaining construction permits must be exercised within 6 months of the date herein. In order to secure a building permit, submit this letter, along with construction plans to: City of Sweeny

AUTHORIZATION:

Randy L. Stroud, P. E. 50839 Firm No F-572, District Engineer

201 South Velasco
Angleton, TX 77515
979-248-0620

Randy L. Stroud
Signature

1-30-2026
Date

COPIES TO:

Applicant- Ruben Renobato
Michael Bendit, District Accountant
Natalie Broaddus, District's Attorney
Section Director- John Richers



AGENDA MEMO

Business of the City Council City of Sweeny, Texas

Meeting Date	04/21/2026	Agenda Items	
Approved by City Manager	Yes	Presenter(s)	City Manger; CIC
Reviewed by City Attorney		Department	CIC; Parks
Subject	Discussion and possible action to the Capital Improvement Committees recommended Park expenditures.		
Attachments / Supporting documents	CIC Minutes 02052026		
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

Capital Improvement Committee is recommending approval from Council for Park expenditures as requested by the Parks and Recreation Board.

Request includes:

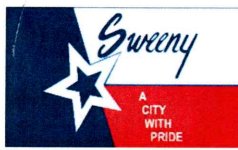
- Four outdoor park benches
- Three outdoor picnic tables
- Three table umbrellas for shade and heat mitigation
- Park placards/signage for rules, directions, or acknowledgement dedication placards/plants and shrubs for walking trail & MLK Park
- One outdoor water fountain for public use
- Two double restrooms (1 for MLK and 1 for Backyard Park)

The total cost of the requested items is \$23,751.26. Funding is proposed from the Capital Outlay account, supported by revenue from the established tax rate. Council previously approved Resolution 25-107, which designated \$50,000.00 of increased revenue specifically for park-related expenditures.

Recommended Action

If approving:

To approve an expenditure totaling \$23,751.26 from the Capital Outlay Parks designated account to fund the requested park items.



CAPITAL IMPROVEMENT COMMITTEE

Thursday, February 05, 2026 at 6:00 PM

City Hall, Council Chambers, 102 W. Ashley Wilson Rd, Sweeny, Texas 77480

MINUTES

BE IT KNOWN that the Capital Improvement Committee (CIC) of the City of Sweeny will meet on **Thursday, February 05, 2026 at 6:00 PM** at City Hall, within Council Chambers, 102 W. Ashley Wilson Rd, Sweeny, Texas with the following agenda.

CALL TO ORDER/ROLL CALL

Mr. Heinroth called the meeting to order at _____ PM.

____ Michael Heinroth Susan Salyer Nicholas Crober Brian Brooks

Devin Lemon Bob Kotrla Caniel 'Shuan' Massey

PLEDGES & INVOCATION

Pledges were led by Nicholas Crober
Invocation given by Brian Brooks

CITIZENS WISHING TO ADDRESS THE CAPITAL IMPROVEMENT COMMITTEE

This item is available for those citizens wishing to address the Capital Improvement Committee (CIC) 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. NAME & ADDRESS MUST BE STATED/NOTATED

N/A

CONSENT AGENDA

Items of the consent agenda are considered self-explanatory by the Committee. There will be no separate discussion on the items unless requested by a committee member; in which event, the items will be removed from the consent agenda and considered separately.

- 1. Minutes: October 30, 2025

Motion to approve by Brian Brooks . Seconded by Mr. Massey .

In favor: Heinroth Salyer, Crober, Brooks, Lemon, Kotrla, Massey

Opposed: _____

Motion PASSED FAILED

REGULAR AGENDA

2. Discuss and consider motion to address priorities for City Parks.

NOTES IF ANY: (Discussion Items are not required to be notated unless wanted by Committee. **Any action must be recorded.**)

Discussion from the Leader of Parks & Recreation Committee with recommendations of proposed items for purchase. See attached sheet from Parks Committee

Motion: Accept the Parks Proposal and it not to go above proposed \$ 23,751.20

Motion made by Mr. Brooks Seconded by Mr. Kotria

Discussion:

IN FAVOR: Heinroth Salyer, Crober, Brooks, Lemon, Kotria, Massey

OPPOSED: _____

Motion PASSED FAILED

3. Discuss and consider future business.

NOTES IF ANY: (Discussion Items are not required to be notated unless wanted by Committee. **Any action must be recorded.**)

Motion:

Motion made by _____ Seconded by _____

Discussion:

IN FAVOR: Heinroth Salyer, Crober, Brooks, Lemon, Kotrla, Massey

OPPOSED: _____

Motion PASSED FAILED

1

4. Discuss and consider future meeting schedule.

NOTES IF ANY: (Discussion Items are not required to be notated unless wanted by Committee. **Any action must be recorded.**)

Motion:

Motion made by _____ Seconded by _____

Discussion:

IN FAVOR: Heinroth Salyer, Crober, Brooks, Lemon, Kotrla, Massey

OPPOSED: _____

Motion PASSED FAILED

ITEMS OF COMMUNITY INTEREST (Any additional information the committee would like to share with other members, not on the agenda and do not require a discussion.)

Capital Improvements were discussed about
drainage, street repairs, gas lines, water lines

Working with Grant

2024- Disaster Relief # 97 - billion for Grant Proposals
begin in February - Lots of good news

ADJOURN REGULAR SESSION Mr. Henrotte adjourned the meeting at
7:05 PM.

MINUTES COMPLETED BY Susan Salyer Secretary
(Name) (Title)

Staff Present
City Manager, David Jordan
Director of Public Works, DeLane Brown

Next meeting Mar. 5th at 6:00 p.m

Passed and approved this 2nd day of April, 2026.

Susan Salyer
Susan Salyer
Capital Improvement Committee Secretary

Dear Board Members,

We are writing to formally request approval to purchase several park amenities to enhance the functionality, comfort, and overall experience for park visitors. These items will support increased community use, promote outdoor engagement, and improve accessibility and organization within our park facilities.

The requested items are as follows and are proposed for purchase through Amazon for cost efficiency and timely delivery:

- Four (4) outdoor park benches x 569.95 = \$2,279.80
- Three (3) outdoor picnic tables x 843.82 = \$2531.46
- Three (3) table umbrellas for shade and heat mitigation x 80 = \$240
- Park placards/signage for rules, directions, or acknowledgment dedication placards/ plants and shrubs for walking trail & MLK Park = \$6000
- One (1) outdoor water fountain for public use \$2,300 ? - check on lower cost fountains
- Two (2) double restrooms (1 for MLK and 1 for Backyard Park) = \$10,400
-

Estimated future projects for park cost \$23,751.26

We are looking into the cost of creating a skate park. Information will be sent when we receive quotes.

These additions will provide much-needed seating, shaded areas for families and visitors, clear signage for park guidance, and access to drinking water—especially important during warmer months and community events. The selected items will be durable, low-maintenance, and appropriate for outdoor public use.

I respectfully request approval to proceed with the purchase of these items in accordance with Parks and Recreation guidelines and budget availability. Once approved, detailed cost estimates and product specifications can be provided for review.

Thank you for your consideration and continued support of our community parks. Please feel free to contact me if additional information is needed.

Respectfully,

Cerrington Massey
Parks and Recreation
City of Sweeny

RESOLUTION NO. 25-107

A RESOLUTION OF THE CITY OF SWEENY, TEXAS,
RESTRICTING THE EXPENDITURE OF FUNDS FOR CAPITAL
OUTLAY ACCOUNTS DESIGNATED HEREIN; REQUIRING
COUNCIL APPROVAL PRIOR TO THE EXPENDITURE OF THE
DESIGNATED RESTRICTED FUNDS; AND FINDING FACT.

WHEREAS, the City Council of the City of Sweeny has established a tax rate that includes additional revenue to the City of \$450,000.00; and

WHEREAS, the City Council wants to ensure that any expenditure of those capital outlay funds is subject to specific City Council approval; and

WHEREAS, by this action the City Council will restrict those funds as stated herein.

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

Section One (1): That the findings of fact recited herein are found to be true and correct.

Section Two (2): That the following described capital outlay accounts are subject to the terms of this resolution:

- | | |
|---|--------------|
| 1. Account 50-21-6610 Streets Capital Outlay | \$200,000.00 |
| 2. Account 50-22-6610 Drainage Capital Outlay | \$200,000.00 |
| 3. Account 50-28-6610 Parks Capital Outlay | \$ 50,000.00 |

Section Three (3): That the accounts described in Section One (1) herein are hereby designated as restricted accounts with expenditure from those funds only being made in accordance with this resolution.

Section Four (4): That prior to any expenditure from the described accounts, the proposed expenditure shall be placed on a council agenda and must be approved by City Council.

Section Five (5): That the City Council finds and declares that the meeting at which this resolution was passed complied with the requirements of the Texas Open Meetings Act.

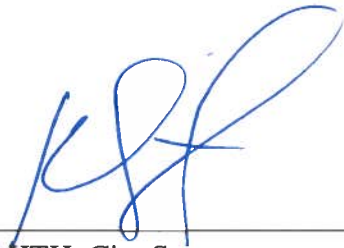
Section Six (6): This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED this 26 day of August, 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

Meeting Date	04/13/2026	Agenda Items	
Approved by City Manager	Yes	Presenter(s)	CM, CS
Reviewed by City Attorney		Department	Zoning/Development
Subject	Discussion and possible action to schedule a public hearing and joint meeting with the Planning and Zoning Board of Commissioners for requested zone change.		
Attachments / Supporting documents	Request		
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

The City has received an application from the EDC to re-zone seven parcels within the Industrial Park from Heavy Industrial to Business Industrial Mixed Use. This would allow businesses to occupy the Industrial Park that are allowable and permitted within the B1, B1A, B2, B3, C1, C2, and M1 zones. This would allow for commercial, industrial, or business type allowances, versus only heavy industrial types of businesses.

Council will need to:

- Schedule a joint BOC meeting with Public Hearing

Possible dates include:

- 05/19/2026 at 5:30 PM
- 05/26/2026 at 5:00 PM or 6PM
- 06/16/2026 at 5:30 PM

Recommended Action

IF APPROVING:

To establish a public hearing and joint meeting with the Planning & Zoning Board of Commissioners for the requested rezone of seven parcels within the Industrial Park, under ownership of Sweeny Economic Development Corporation, for _____ (date) at _____ PM, with an alternate date of _____ (date) at _____ PM if needed to establish a quorum for both boards.

Council will need to determine date and time for Public Hearings within motion.



CITY OF SWEENY

Rev. 03/2025

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

Zoning and/or Variance Application

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

TYPE OF APPLICATION:

- Zoning Change (from zone) MA (to zone) BLIMXU
- Variance Request to P & Z Exhibit, Section § _____
- Variance Request to Ordinance, Section § _____
- Re-Plat Type: _____

*Plat Types include: Amending, Replats, Combination, Subdivide, Subdivision, Preliminary, Final

**Re-plats/Mylars can only be accepted the 1st thru the 5th business day of each month to comply with HB 3167.

PROJECT INFORMATION:

- Residential
 - Commercial ① total
 - Survey attached?
 - Drawing attached?
- Project Name/Owners Name: Sweeny Economic Development Corporation
 Brazoria County Appraisal District Property ID # 719282, 719277, 715407,
 Project Address/Location: 719279, 692523, 719283, 719280
 Subdivision: _____ No. of Lots: _____
 Total Acreage &/or Square Footage: Calvin Brown Rd/Ind. Park
 (Any additional supporting information can be submitted and attached with this request.)

Brief Description of Property & Reason for Proposed Request:

to allow other businesses to come

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.

PROPERTY OWNER'S INFORMATION:

Name: Sweeny Economic Development Corp.
 Mailing Address: P.O. Box 502
 City: Sweeny State: TX Zip: 77480
 Phone: 979-469-5415
 Email: michelle.medina@edc.sweenytx.gov

APPLICANT OR AGENT'S INFORMATION:

Name: Michelle Medina
 Mailing Address: P.O. Box 502
 City: Sweeny State: TX Zip: 77480
 Phone: 979-469-5415
 Email: michelle.medina@edc.sweenytx.gov

**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.

Zoning Change Requests are charged an advertisement fee per the official newspaper rate plus a \$20.00 administrative fee. Additional fees assessed for additional pages and/or additional administrative duties required. Current advertisement rates start at \$265.00. Any advertisement rate completed that is over the current minimum rate will be invoiced to the requestor. All zone change requests are subject to the discretion of the P&Z Board of Commissions and City Council.

Replats and variances are \$50.00 each. Re-plat and variance requests are not a guaranteed approval. All replats and variance requests are at the discretion of the City Council.

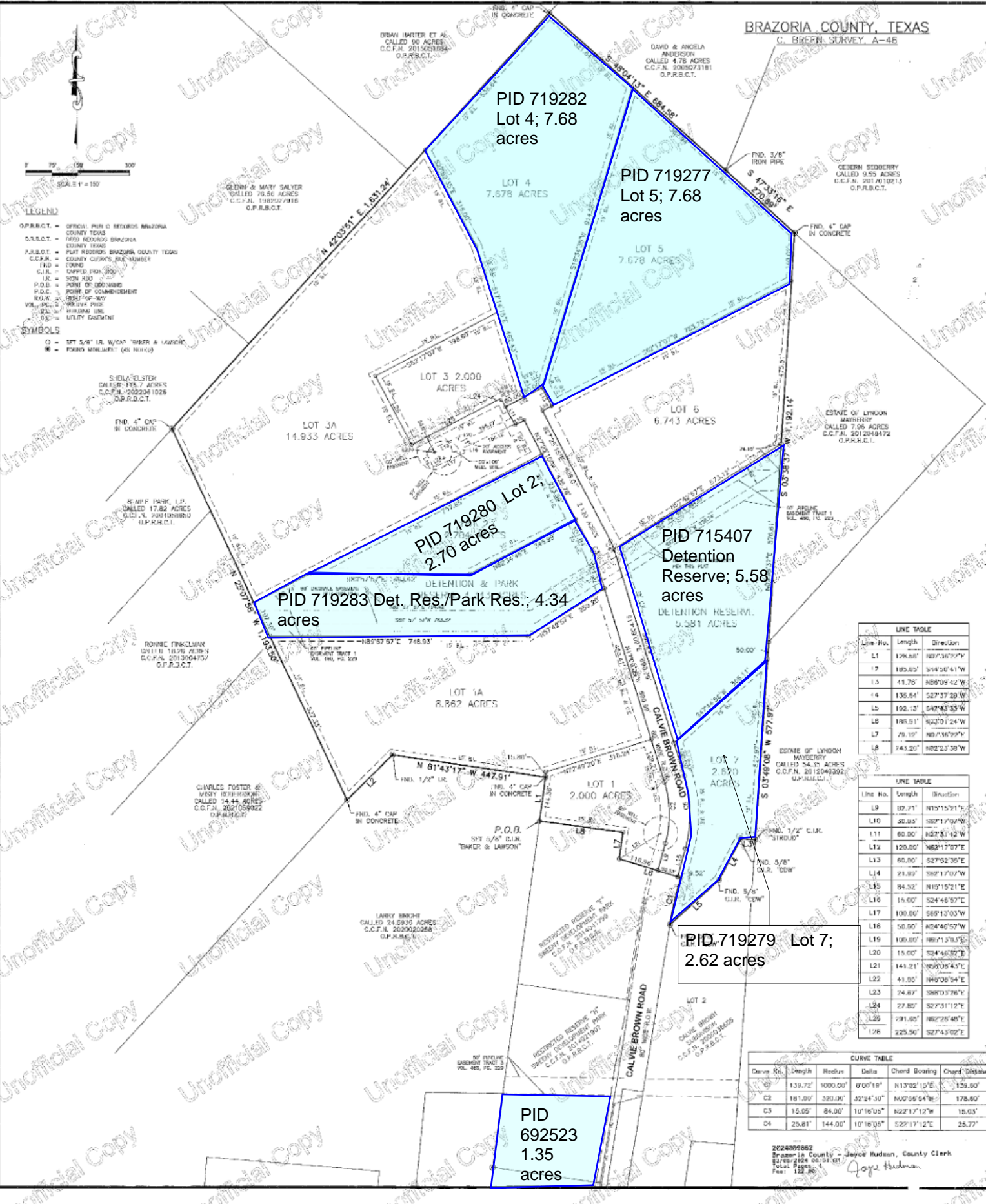
**Owner's Signature: Michelle Medina Date: 4/8/26

Agent's/Applicant's Signature: _____ Date: _____

Fees Paid: 4/8/26 General Receipt No. 941087568 Date: \$265.00 / CIC # 1835

OFFICE USE ONLY:

Date Received: 4/8/26 Amount Collected: \$265.00 City Representative: Kdf



BRAZORIA COUNTY, TEXAS
C. GREEN SURVEY, A-46

- LEGEND**
- O.P.R.B.C.T. - OFFICIAL PUBLIC RECORDS BRAZORIA COUNTY TEXAS
 - D.S.O.C.T. - DEED RECORDS BRAZORIA COUNTY TEXAS
 - C.C.F.N. - COUNTY CLERK'S FILE NUMBER
 - P.L.R.C.T. - PLAT RECORDS BRAZORIA COUNTY TEXAS
 - F.I.D. - COUNTY CLERK'S FILE NUMBER
 - C.I.L. - CAPPED IRON ROD
 - S.O.N. - SPOKE AND NAIL
 - P.O.B. - POINT OF BEGINNING
 - P.O.C. - POINT OF COMMENCEMENT
 - S.O.A. - SURVEYOR'S OFFICE
 - V.O.L. - VERIFICATION PAGE
 - S.L. - SURVEY LINE
 - U.S. - UTILITY DOCUMENT
- SYMBOLS**
- 3/8" IR. W/ 1/8" STAMP & LAMSON
 - 4" IR. W/ 1/8" STAMP & LAMSON
 - 5/8" IR. W/ 1/8" STAMP & LAMSON
 - 6" IR. W/ 1/8" STAMP & LAMSON

LINE TABLE

Line No.	Length	Direction
L1	178.26'	N07°36'27"W
L2	183.02'	S14°20'41"W
L3	41.78'	N89°09'42"W
L4	135.64'	S27°37'29"W
L5	192.13'	S47°43'33"W
L6	185.21'	N42°01'24"W
L7	79.19'	N07°36'27"W
L8	743.20'	N82°23'39"W

LINE TABLE

Line No.	Length	Direction
L9	82.71'	N17°15'21"W
L10	30.83'	S27°17'04"W
L11	60.00'	N27°31'42"W
L12	120.00'	N62°17'07"E
L13	60.00'	S27°52'35"E
L14	91.99'	N07°17'07"W
L15	84.52'	N17°15'21"E
L16	14.00'	S24°46'57"E
L17	100.00'	S89°13'03"W
L18	50.00'	N24°46'57"W
L19	100.00'	N07°17'07"W
L20	15.00'	S24°46'57"E
L21	141.21'	N09°04'43"E
L22	41.00'	N48°08'54"E
L23	74.67'	S88°03'26"E
L24	27.85'	S27°31'12"E
L25	291.00'	N82°28'48"E
L26	225.90'	S27°43'02"E

CURVE TABLE

Curve No.	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	139.72'	1000.00'	6°00'19"	N13°02'15"E	139.50'
C2	181.00'	320.00'	32°24'30"	N00°50'54"W	178.50'
C3	15.05'	84.00'	10°18'05"	N22°17'12"W	15.03'
C4	25.81'	144.00'	10°18'05"	S22°17'12"E	25.77'

FIELD NOTES FOR 67.263 ACRES

DESCRIPTION OF A 67.263 ACRE TRACT OF LAND, LOCATED WITHIN THE C. GREEN SURVEY, ABSTRACT NO. 46 BEING A PORTION OF THE REMAINDER OF A CALLED 77.74 ACRE TRACT AS RECORDED IN COUNTY CLERK'S FILE NO. 2023010283 OF THE OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY TEXAS (O.P.R.B.C.T.), REFERRED TO HEREAFTER AS THE ABOVE REFERENCED TRACT OF LAND, SAID 67.263 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BOUNDARIES ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, (NAD83) SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS):

BEGINNING AT A 5/8-INCH CAPPED IRON ROD, STAMPED "BAKER & LAWSON", SET FOR A SOUTHWEST CORNER OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE INTERIOR CORNER OF A CALLED 24.5936 ACRE TRACT AS RECORDED IN C.C.F.N. 2020020258 OF THE O.P.R.B.C.T. AND THE NORTHWEST CORNER OF RESTRICTED RESERVE "F" SWENTY DEVELOPMENT PARK AS RECORDED IN C.C.F.N. 2014018790 OF THE O.P.R.B.C.T.;

THENCE NORTH 07°36'27" EAST, ALONG A SOUTHERLY LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE EAST LINE OF SAID 24.5936 ACRE TRACT, A DISTANCE OF 138.99 FEET TO A 4-INCH CAP IN CONCRETE FOUND FOR AN INTERIOR CORNER OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE NORTHEAST CORNER OF SAID 24.5936 ACRE TRACT;

THENCE NORTH 81°43'17" WEST, CONTINUING ALONG THE SOUTH LINE OF THE ABOVE REFERENCED TRACT OF LAND, A DISTANCE OF 44.71 FEET TO A 1/2-INCH CAPPED IRON ROD FOUND FOR CORNER, SAME BEING THE NORTHWEST CORNER OF SAID 24.5936 ACRE TRACT;

THENCE SOUTH 44°50'41" WEST, CONTINUING ALONG THE SOUTH LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE NORTHWEST LINE OF SAID 24.5936 ACRE TRACT, A DISTANCE OF 185.05 FEET TO A 4-INCH CAP IN CONCRETE FOUND FOR THE SOUTHWEST CORNER OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE WEST LINE OF SAID 24.5936 ACRE TRACT AND THE WEST CORNER OF A CALLED 14.44 ACRE TRACT AS RECORDED IN C.C.F.N. 2021058022 OF THE O.P.R.B.C.T.;

THENCE NORTH 25°07'58" WEST, ALONG THE SOUTHWEST LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE NORTHWEST LINE OF SAID 14.44 ACRE TRACT, THE NORTHWEST LINE OF A CALLED 18.25 ACRE TRACT AS RECORDED IN C.C.F.N. 2023010283 OF THE O.P.R.B.C.T. AND THE SOUTHWEST LINE OF A CALLED 39 ACRE TRACT AS RECORDED IN C.C.F.N. 201501804 OF THE O.P.R.B.C.T., A DISTANCE OF 1,193.56 FEET TO A 4-INCH CAP IN CONCRETE FOUND FOR THE WEST CORNER OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE SOUTH LINE OF A CALLED 115.7 ACRE TRACT AS RECORDED IN C.C.F.N. 2020020258 OF THE O.P.R.B.C.T. FOR THE NORTH CORNER OF SAID 17.82 ACRE TRACT;

THENCE NORTH 42°03'51" EAST, ALONG THE NORTHWEST LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE SOUTHWEST LINE OF SAID 115.7 ACRE TRACT, THE SOUTHWEST LINE OF A CALLED 76.58 ACRE TRACT AS RECORDED IN C.C.F.N. 2023010283 OF THE O.P.R.B.C.T. AND THE SOUTHWEST LINE OF A CALLED 39 ACRE TRACT AS RECORDED IN C.C.F.N. 201501804 OF THE O.P.R.B.C.T., A DISTANCE OF 1,631.29 FEET TO A 4-INCH CAP IN CONCRETE FOUND FOR THE NORTH CORNER OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE WEST CORNER OF A CALLED 429 ACRE TRACT AS RECORDED IN C.C.F.N. 2000031361 OF THE O.P.R.B.C.T. FOR THE EAST CORNER OF SAID 30 ACRE TRACT;

THENCE SOUTH 49°04'13" EAST, ALONG THE NORTHEAST LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE SOUTHWEST LINE OF SAID 4.78 ACRE TRACT, A DISTANCE OF 854.56 FEET TO A 3/8-INCH IRON PIPE FOUND FOR CORNER, SAME BEING THE WEST CORNER OF A CALLED 9.55 ACRE TRACT AS RECORDED IN C.C.F.N. 2023010283 OF THE O.P.R.B.C.T. AND THE SOUTH CORNER OF SAID 4.78 ACRE TRACT;

THENCE SOUTH 47°33'16" EAST, CONTINUING ALONG THE NORTHEAST LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE SOUTHWEST LINE OF SAID 9.55 ACRE TRACT, A DISTANCE OF 270.85 FEET TO A 4-INCH CAP IN CONCRETE FOUND FOR THE NORTHEAST CORNER OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE NORTH CORNER OF A CALLED 7.96 ACRE TRACT AS RECORDED IN C.C.F.N. 2014018790 OF THE O.P.R.B.C.T.;

THENCE SOUTH 02°35'37" WEST, ALONG THE EAST LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE WEST LINE OF SAID 7.96 ACRE TRACT, A DISTANCE OF 1,192.14 FEET TO A 5/8-INCH CAPPED IRON ROD, STAMPED "BAKER & LAWSON", SET FOR CORNER, SAME BEING THE NORTHEAST CORNER OF A CALLED 24.59 ACRE TRACT AS RECORDED IN C.C.F.N. 2014018790 OF THE O.P.R.B.C.T. AND THE SOUTH CORNER OF SAID 7.96 ACRE TRACT;

THENCE SOUTH 02°43'08" WEST, CONTINUING ALONG THE EAST LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE WEST LINE OF SAID 7.96 ACRE TRACT, A DISTANCE OF 1,192.14 FEET TO A 1/2-INCH CAPPED IRON ROD, STAMPED "BAKER & LAWSON", SET FOR CORNER, SAME BEING THE NORTHEAST CORNER OF A CALLED 24.59 ACRE TRACT AS RECORDED IN C.C.F.N. 2014018790 OF THE O.P.R.B.C.T. AND THE SOUTH CORNER OF SAID 7.96 ACRE TRACT;

THENCE NORTH 82°08'42" WEST, A DISTANCE OF 41.70 FEET TO A 5/8-INCH CAPPED IRON ROD, STAMPED "CON", FOUND FOR CORNER;

THENCE SOUTH 27°37'29" WEST, A DISTANCE OF 135.64 FEET TO A 5/8-INCH CAPPED IRON ROD, STAMPED "CON", FOUND FOR CORNER;

THENCE SOUTH 47°43'33" WEST, A DISTANCE OF 192.13 FEET TO A 5/8-INCH CAPPED IRON ROD, STAMPED "CON", FOUND FOR CORNER, SAID POINT BEING IN THE WEST RIGHT-OF-WAY LINE OF CALVE BROWN ROAD (80 FEET WIDE) AND 20 FEET AND A CURVE TO THE RIGHT;

THENCE NORTHEASTERLY, ALONG AND CURVE TO THE RIGHT, AN ARC DISTANCE OF 129.72 FEET, SAID CURVE HAVING A RADIUS OF 1,000.00 FEET, A CENTRAL ANGLE OF 02°46'19", A CHORD WHICH BEARS NORTH 13°02'15" WEST, A DISTANCE OF 139.00 FEET TO A 5/8-INCH CAPPED IRON ROD, STAMPED "BAKER & LAWSON", SET FOR CORNER;

THENCE NORTH 17°01'24" WEST, CONTINUING ALONG THE SOUTH LINE OF THE ABOVE REFERENCED TRACT OF LAND, OVER AND ACROSS SAID CALVE BROWN ROAD AND ALONG THE NORTH LINE OF SAID RESTRICTED RESERVE "F", A DISTANCE OF 181.00 FEET TO A 5/8-INCH CAPPED IRON ROD, STAMPED "BAKER & LAWSON", SET FOR AN INTERIOR CORNER OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE NORTHWEST CORNER OF SAID RESERVE "F";

THENCE NORTH 02°43'08" WEST, CONTINUING ALONG THE SOUTH LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE NORTH LINE OF SAID RESTRICTED RESERVE "F", A DISTANCE OF 243.20 FEET TO THE POINT OF BEGINNING OF THE ABOVE REFERENCED TRACT OF LAND, CONTAINING 67.263 ACRES OF LAND, MORE OR LESS.

I CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF SWEENEY ECONOMIC DEVELOPMENT PARK SUBDIVISION, WAS APPROVED

THIS THE 26th DAY OF February, 2024, BY THE CITY COUNCIL OF THE CITY OF SWEENEY, TEXAS.

[Signatures]

DAVID LEMON, Mayor
 RUSTY J. KIRK, Mayor Pro Tem
 JERRY COOK, Position No. 2
 JERRY COOK, Position No. 3
 JERRY COOK, Position No. 4
 JERRY COOK, Position No. 5

OWNER ACKNOWLEDGEMENT:

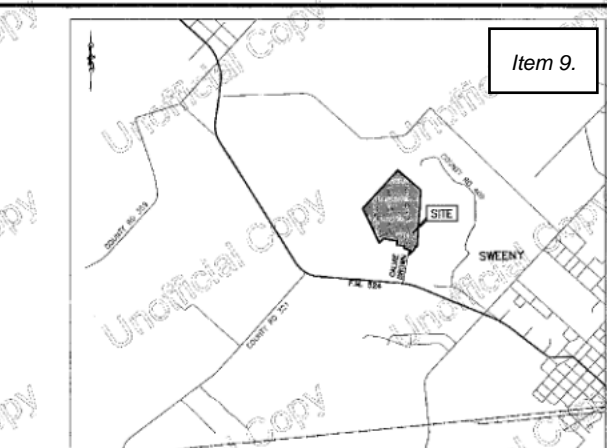
[Signature] Devin Lemon, AN AUTHORIZED AGENT OF SWEENEY ECONOMIC DEVELOPMENT CORPORATION, OWNER OF LAND SHOWN ON THIS PLAT, BEGINGS TO THE USE OF THE PUBLIC FORWARD ALL ITS ALLEYS, PARKS, WATERWAYS, DRAINAGE EASEMENTS AND PUBLIC UTILITIES THROUGH THE PLAT PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

DATE: UNDER MY HAND AND SEAL OF OFFICE, THIS 5 DAY OF March, 2024.

ADDRESS: FM 524 SPUR 7 SWEENEY, TEXAS 77480

OWNER: SWEENEY ECONOMIC DEVELOPMENT CORPORATION
 1111 3RD STREET SWEENEY, TX 77480

DATE: 11/6/2024



VICINITY MAP
 SCALE: 1" = 2500'

NOTES:

- THE PURPOSE OF THIS PLAT IS TO REPEAT THE FINAL PLAT OF THE SWEENEY ECONOMIC DEVELOPMENT PARK WITH 9 LOTS AND 2 RESERVES, LOT 3 WAS RECORDED.
- ALL STAIRWAYS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, (NAD83) SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS.
- ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP NO. 4903000506K, REVISED DATE OF DECEMBER 30, 2020, THE SURVEYED PROPERTY LIES WITHIN ZONE "X", UNSHADED.
- ALL PROPERTY SHALL DRAIN INTO THE DRAINAGE BASIN ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
- ALL DRAINAGE EASEMENTS AND DETENTION POND RESERVES SHOWN ON THIS PLAT WILL BE MAINTAINED BY THE PROPERTY OWNERS AND/OR BUSINESS OWNERS; PROVIDED, HOWEVER, THAT COMMERCIAL, INDUSTRIAL, AGRICULTURAL, MINING, EXCAVATION, INCLUDING MINING, BRIDGE, COUNTY, TEXAS AND BRAZORIA COUNTY DRAINAGE DISTRICT # 11, SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER UPON THE DRAINAGE EASEMENTS TO PERFORM MAINTENANCE OPERATIONS AT ANY TIME AFTER THE DATE HEREOF.
- THE PROPERTY IDENTIFIED IN THE FOREGOING PLAT LIES WITHIN BRAZORIA COUNTY GEINWAY DISTRICT #11.
- SEE EMBLEM: TEMPORARY EMBLEM "A" AT 5/8 INCH CAPPED IRON ROD, STAMPED "BAKER & LAWSON" 1105' NORTH OF COUNTY ROAD 542 IN THE MIDDLE OF CALVE BROWN ROAD. ELEVATION 34.02 FEET (NGVD83) BASED ON GPS OBSERVATIONS.
- ALL CHAIN SURVEY EVIDENCE OF PIPELINES ARE AS SHOWN. NO UNDERGROUND RESURVEY OR FLOODING WAS CONDUCTED DURING FIELD SURVEYING.
- A METES AND BOUNDS DESCRIPTION OF SAID SURVEYED PROPERTY WAS PREPARED IN CONJUNCTION WITH AND ACCOMPANIES THIS SURVEY.

CITY PLANNING DEPARTMENT

THE SURVEYOR HAS REVIEWED THE CITY PLANNING DEPARTMENT'S REVIEW OF THE SUBJECT PROPERTY'S ZONING, PERMITS, ETC., DATED JUNE 13, 2023 WITH REGARD TO ANY EASEMENTS, RIGHTS-OF-WAY OR RESTRICTIONS AFFECTING THE SUBJECT PROPERTY, AND ADDITIONAL RESEARCH REGARDING THE PROVISIONS OF EASEMENTS, RESTRICTIONS, OR OTHER MATTERS OF RECORD HAVE BEEN PERFORMED BY THE SURVEYOR.

FILED: LAMSON VOL. 304, PG. 357 O.P.R.B.C.T.

FILED: PASTOR VOL. 375, PG. 19 O.P.R.B.C.T.

FILED: LAMSON VOL. 443, PG. 83 O.P.R.B.C.T.

FILED: PASTOR VOL. 449, PG. 254 O.P.R.B.C.T.

FILED: PASTOR VOL. 460, PG. 229 O.P.R.B.C.T.

FILED: PASTOR VOL. 461, PG. 201 O.P.R.B.C.T.

FILED: PASTOR VOL. 462, PG. 189 O.P.R.B.C.T.

FILED: PASTOR VOL. 463, PG. 187 O.P.R.B.C.T.

FILED: PASTOR VOL. 464, PG. 187 O.P.R.B.C.T.

FILED: PASTOR VOL. 465, PG. 187 O.P.R.B.C.T.

FILED: PASTOR VOL. 466, PG. 187 O.P.R.B.C.T.

FILED: PASTOR VOL. 467, PG. 187 O.P.R.B.C.T.

FILED: PASTOR VOL. 468, PG. 187 O.P.R.B.C.T.

FILED: PASTOR VOL. 469, PG. 187 O.P.R.B.C.T.

FILED: PASTOR VOL. 470, PG. 187 O.P.R.B.C.T.

FILED: PASTOR VOL. 471, PG. 187 O.P.R.B.C.T.

FILED: PASTOR VOL. 472, PG. 187 O.P.R.B.C.T.

FILED: PASTOR VOL. 473, PG. 187 O.P.R.B.C.T.

FILED: PASTOR VOL. 474, PG. 187 O.P.R.B.C.T.

FILED: PASTOR VOL. 475, PG. 187 O.P.R.B.C.T.

FILED: PASTOR VOL. 476, PG. 187 O.P.R.B.C.T.

FILED: PASTOR VOL. 477, PG. 187 O.P.R.B.C.T.

FILED: PASTOR VOL. 478, PG. 187 O.P.R.B.C.T.

FILED: PASTOR VOL. 479, PG. 187 O.P.R.B.C.T.

FILED: PASTOR VOL. 480, PG. 187 O.P.R.B.C.T.

FILED: PASTOR VOL. 481, PG. 187 O.P.R.B.C.T.

FILED: PASTOR VOL. 482, PG. 187 O.P.R.B.C.T.

FILED: PASTOR VOL. 483, PG. 187 O.P.R.B.C.T.

FILED: PASTOR VOL. 484, PG. 187 O.P.R.B.C.T.

FILED: PASTOR VOL. 485, PG. 187 O.P.R.B.C.T.

FILED: PASTOR VOL. 486, PG. 187 O.P.R.B.C.T.

FILED: PASTOR VOL. 487, PG. 187 O.P.R.B.C.T.

FILED: PASTOR VOL. 488, PG. 187 O.P.R.B.C.T.

FILED: PASTOR VOL. 489, PG. 187 O.P.R.B.C.T.

FILED: PASTOR VOL. 490, PG. 187 O.P.R.B.C.T.

FILED: PASTOR VOL. 491, PG. 187 O.P.R.B.C.T.

FILED: PASTOR VOL. 492, PG. 187 O.P.R.B.C.T.

FILED: PASTOR VOL. 493, PG. 187 O.P.R.B.C.T.

FILED: PASTOR VOL. 494, PG. 187 O.P.R.B.C.T.

FILED: PASTOR VOL. 495, PG. 187 O.P.R.B.C.T.

FILED: PASTOR VOL. 496, PG. 187 O.P.R.B.C.T.

FILED: PASTOR VOL. 497, PG. 187 O.P.R.B.C.T.

FILED: PASTOR VOL. 498, PG. 187 O.P.R.B.C.T.

FILED: PASTOR VOL. 499, PG. 187 O.P.R.B.C.T.

FILED: PASTOR VOL. 500, PG. 187 O.P.R.B.C.T.

REPLAT
OF THE SWEENEY ECONOMIC DEVELOPMENT PARK
A 67.263 ACRE
9 LOTS 2 RESERVES SUBDIVISION
BEING ALL OF THE SWEENEY ECONOMIC DEVELOPMENT PARK
AS RECORDED IN C.C.F.N. 2023029981
OF THE O.P.R.B.C.T.

LOCATED IN THE C. GREEN SURVEY ABSTRACT NO. 46 CITY OF SWEENEY, BRAZORIA COUNTY, TEXAS

4005 TECHNOLOGY DR., SUITE 1530 ANGLETON, TEXAS 77515
 OFFICE: (979) 849-6881
 TBPELS NO. 10052500 REG. NO. F-826

B & L
 BAKER & LAWSON, INC.
 REGISTERED PROFESSIONAL SURVEYORS

PROJECT NO: 15541
 DRAWING NO: 15541_REPLAT_SWEENEY_REV 1
 SCALE: 1" = 150'
 DATE: 2/15/2024
 DRAWN BY: AD
 CHECKED BY: OH

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AGENDA MEMO

Business of the City Council City of Sweeny, Texas

Meeting Date	04/21/2026	Agenda Items	
Approved by City Manager	Yes	Presenter(s)	City Manager
Reviewed by City Attorney	Yes	Department	All
Subject	Discussion and possible action to Professional Agreement for engineering services with Lynn Engineering.		
Attachments / Supporting documents	Drafted Contract		
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

Attached is the draft Professional Services Agreement for Engineering Services with Lynn Engineering. At a previous meeting, City Council directed staff to negotiate the terms of an agreement with Lynn Engineering. The attached agreement reflects the results of those negotiations and is presented for Council review and consideration.

Recommended Action

If Approving:

Motion to allow the City Manager to enter into a professional services agreement for engineering services with Lynn Engineering.

PROFESSIONAL SERVICES AGREEMENT: CITY ENGINEER

This PROFESSIONAL SERVICES AGREEMENT (AGREEMENT) is dated April 21, 2026 by and between **THE CITY OF SWEENEY**(hereinafter referred to as CITY) and **LYNN ENGINEERING** (hereinafter referred to as ENGINEER), referred to together within this document as the PARTIES, to perform professional engineering services as the City Engineer for the City of Sweeny.

NOW THEREFORE, in consideration of the promises herein and for other good and valuable consideration, the parties do mutually agree as follows:

SECTION ONE: Conditions of the AGREEMENT pertinent to miscellaneous engineering services performed as City Engineer.

1. **Scope of Services:** Engineer and City agree that Engineer will perform services as requested by City and outlined in the attached **SECTION ONE Exhibit I - MISCELLANEOUS SCOPE OF PROFESSIONAL ENGINEERING SERVICES AS THE “CITY ENGINEER”** and other miscellaneous services as may from time to time be assigned by CITY to Engineer.
2. **Independent Contractor:** Engineer is an independent contractor and is not an employee of the City. Nothing in this AGREEMENT is intended to, or should be construed to, create a partnership, joint venture or employer-employee relationship between City and Engineer. Engineer shall be solely responsible for filing all tax returns and submitting all payments as required by federal, state or local authority arising from the payment of fees to Engineer by City under this AGREEMENT. Services performed by Engineer under this AGREEMENT are solely for the benefit of City. Nothing contained in this AGREEMENT creates any duties on the part of Engineer or City to any person not a party to this AGREEMENT or gives any third-party beneficiary or any other rights to any non-parties.
3. **Standard of Care:** Engineer will perform Services under this AGREEMENT using the standard of care utilized by licensed engineers with the degree of skill and diligence normally practiced by professional engineers performing the same or similar services licensed by the State of Texas. Except as otherwise provided, Engineer shall have exclusive control over the manner and means of performing the Services, including the choice of place and time and will use its expertise and analytical skills in performing the Services.
4. **Fee for Services and Payment:** The fee to Engineer for Services performed in accordance with SECTION ONE Exhibit I: Scope of Services will be based on the actual hours of Services furnished multiplied by Engineer’s billing rates as of the date of its monthly invoice plus all expenses reasonably and actually incurred by Engineer and related to the Services furnished under Exhibit I: Scope of Services. City shall pay Engineer in U.S. dollars within thirty (30) days of receipt of invoices less any disputed amounts. If City disputes any portion of the invoice, the undisputed portion will be paid and Engineer will be notified in writing, within ten (10) days of receipt of the invoice of the amounts in dispute. Disputes may be based on number of hours of Service, unauthorized activity, validity of claimed expenses, or material non-compliance with any term of this AGREEMENT including, without limitation, standard of care. Engineer and City will attempt to resolve the payment dispute within sixty (60) days or the matter may be submitted to mediation as provided below.
5. **Changes/Amendments:** This AGREEMENT (together with any exhibits attached hereto or AMENDMENTS herewith that may be approved by the Parties subsequent to approval of this AGREEMENT by the Parties) constitutes the entire AGREEMENT between the parties and together with its exhibits and AMENDMENTS supersede any prior written or oral agreements. This AGREEMENT may not be changed except in writing, signed by both parties. The estimate of the level of effort, schedule and payment required to complete the Services, as Engineer understands it, is reflected herein or in AMENDMENTS that may be

attached hereto from time to time. Services not expressly set forth in this AGREEMENT or its exhibits and AMENDMENTS are excluded. Engineer shall promptly notify City if changes to the Services affect the schedule, level of effort or payment to Engineer and the schedule and payment shall be equitably adjusted. If Engineer is delayed in performing its Services due to an event beyond its reasonable control that could not have been reasonably anticipated, including but not limited to, fire, flood, earthquake, explosion, strike, transportation or equipment delays, act of war, or act of God, to the extent that any could not have been reasonably anticipated, then the schedule for the performance of the Services and payment of fees under the AGREEMENT shall be equitably adjusted, if necessary, to compensate Engineer for any additional costs due to the delay.

- 6. **Indemnity:** TO THE EXTENT PERMITTED BY STATE LAW, ENGINEER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CITY AND ITS PRESENT AND FUTURE COUNCIL MEMBERS, OFFICIALS, DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY LIABILITY (INCLUDING WITHOUT LIMITATION ECONOMIC LOSSES, NEGLIGENT WORKMANSHIP, PROPERTY DAMAGE, PERSONAL INJURY, AND DEATH, FURTHER INCLUDING WITHOUT LIMITATION, REASONABLE COSTS AND ATTORNEYS’ FEES) CLAIMED AGAINST OR INCURRED BY CITY CAUSED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY ENGINEER’S NEGLIGENT ACTS, ERRORS OR OMISSIONS, OR BREACH OF THIS AGREEMENT, INCLUDING SUITS BY AND JUDGMENTS IN FAVOR OF ANY NON-PARTY.

- 7. **Re-Performance of Services:** If City believes any of the Services provided under this AGREEMENT do not comply with the terms of this AGREEMENT, City shall notify Engineer within ten (10) days of its discovery of such non-compliance to permit Engineer an opportunity to investigate the allegation of noncompliance. If the Services do not meet the applicable standard of care, Engineer will promptly re-perform the Services at no additional cost to City, including assisting City in selecting remedial actions. If City fails to provide Engineer with the required notice of non-compliance and an opportunity to investigate and re-perform its Services, Engineer’s total obligation to City will be limited to the costs Engineer would have incurred to re-perform the Services.

- 8. **Insurance:** Engineer shall procure and maintain in full force lawful insurance with the following required coverages and minimum limits and upon request, will provide complete copies of all insurance policies, including all riders, exclusions, schedules and other collateral documents, to City evidencing the same. Engineer shall name the City as an additional named insured on its insurance and provide City with copies of all insurance policies showing that City is an additional named insured for each policy as follows except for worker’s compensation:

Worker’s Compensation	Statutory
Employer’s Liability	U.S. \$1,000,000
Commercial General Liability	U.S. \$2,000,000 per occurrence U.S. \$2,000,000 aggregate
Comprehensive General Automobile	U.S. \$1,000,000 combined single limit
Professional Liability	U.S. \$2,000,000 per claim and in the aggregate

Engineer must, and each insurance policy must, provide that the carrier notify City at least 30 days before any cancellation, termination, or modification of each such policy.

- 9. **Work Product:** City shall have the unrestricted right to use the documents, analyses and other data prepared by Engineer under this AGREEMENT (“Work Product”); provided, however, that City shall not rely on or use the Work Product for any purpose other than the purposes under this AGREEMENT and the Work Product shall not be changed without the prior written approval of Engineer. If City releases the Work

Product to a third party without Engineer's prior written consent, or changes or uses the Work Products other than as intended hereunder, City does so at its sole risk and discretion.

10. **Termination:** Either party may terminate this AGREEMENT upon thirty (30) days prior written notice to the other party. City shall pay Engineer for all Services rendered through the date of termination, except to the extent that City disputes payment. If either party defaults in its obligations hereunder, the non-defaulting party, after giving seven (7) days written notice of its intention to terminate or suspend performance under this AGREEMENT, may, if cure of the default is not commenced and diligently continued during such seven-day period until completion of cure, terminate this AGREEMENT or suspend performance under this AGREEMENT.
12. **Dispute Resolution:** Engineer and City shall attempt to resolve conflicts or disputes under this AGREEMENT in a fair and reasonable manner and agree that if resolution cannot be made, the Parties may mediate the conflict in non-binding mediation by a professional mediator or other mediator accepted by both Parties.
13. **Project Specific Agreements:** The CITY may, from time to time, have specific projects that will have to be designed by an engineer and publicly bid for construction. The ENGINEER shall have the privilege of a "first refusal" of such projects if the ENGINEER determines, and the CITY agrees, that ENGINEER has the expertise and capacity to adequately and professionally represent the CITY in the design and construction of the project. Such a project will be performed by the ENGINEER under a separate and specific engineering agreement signed by the CITY and the ENGINEER that is pertinent to that specific project.
14. **Miscellaneous:**
- a. This AGREEMENT is binding upon and will inure to the benefit of CITY and ENGINEER and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.
 - b. Any notice required or permitted by this AGREEMENT to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

CITY:	City of Sweeny
Attention:	David Jordan, City Manager
Address:	102 W. Ashley Wilson Road Sweeny, Texas 77480
Engineer:	Lynn Engineering
Attention:	John D. Mercer, PE
Address:	2200 Avenue A Bay City, Texas 77414
 - c. If any provision of this AGREEMENT is invalid or unenforceable, the remainder of this AGREEMENT shall continue in full force and effect and the provision declared invalid or unenforceable shall continue as to other circumstances.
 - d. This AGREEMENT shall be governed by, and construed in accordance with, the laws of the State of Texas and venue for any action or resolution of any disputes, including mediation, shall be in Brazoria County, Texas or a county agreeable to both parties if mediation is utilized.
 - e. No Waiver of Immunities. Nothing in this AGREEMENT either waives, modifies or amends any legal defense available at law or in equity to either Party, their past or present board members, officials, officers, employees, or agents or employees. Neither Party waives, modifies, or alters to

any extent whatsoever the availability of the defenses of governmental and sovereign immunity under the laws of the State of Texas and of the United States.

- g. This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

- 15 **Disclosure of Interested Parties:** The Texas Ethics Commission has approved a Certificate of Interested Persons form, which must be filled out, signed, and notarized by the ENGINEER and submitted to the CITY at the time of execution of the AGREEMENT, along with the certification of filing generated from the Commission's website at <https://www.ethics.state.tx.us/tec/1295-Info.htm>. The Certificate of Interested Persons form is available on the Commission's website and the ENGINEER must follow the Commission's filing process adopted pursuant to the statute.
16. Boycott of Israel: Texas law requires that prior to the effective date of this Contract, ENGINEER has submitted to CITY the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270).
17. Term of AGREEMENT: This AGREEMENT shall run from the date first above written through April 21, 2031 at which time it will be automatically extended unless it is terminated, amended or re-negotiated upon mutual agreement of both parties.

IN WITNESS WHEREOF, the parties have signed this AGREEMENT the date first written above.

Client: City of Sweeny

Firm: Lynn Engineering

By: _____
Print name: _____
Title: _____

By: _____
Print name: John D. Mercer, PE
Title: Authorized Representative

Engineer License or Firm's Certificate No.: F-324
State of: Texas

Address for Owner's receipt of notices:
P.O. Box 248
Sweeny, Texas 77480

Address for Engineer's receipt of notices:
2200 Avenue A
Bay City, Texas 77414

Designated Representative:
Title: _____
Phone Number: _____
E-Mail Address: _____

Designated Representative: John D. Mercer, PE
Title: Authorized Representative
Phone Number: 361-782-7121
E-Mail Address: jmercer@jdmercer.com

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

THIS INSTRUMENT is acknowledged before me on this _____ day of _____, 2026, by _____ as _____ on behalf of the City of Sweeny.

[SEAL]

Notary Public in and for the State of Texas

SECTION ONE – EXHIBIT I**MISCELLANEOUS SCOPE PROFESSIONAL ENGINEERING SERVICES AS THE “CITY ENGINEER”**

- Attendance at regular and special meetings of the CITY or participation in conference calls as may be appropriate and requested by CITY
- Preparation of monthly reports as may be appropriate
- Maintenance of the City's Utility Maps and Master Utility Plans
- Communication with TCEQ, TWDB, and other State, Federal, and local agencies on behalf of the CITY
- Assist CITY with the preparation and maintenance of various permit applications, renewals, forms, reports, and plans
- Make recommendations for extensions of utility lines and services
- Perform or have performed land surveys on behalf of CITY
- Prepare exhibits for easement documents
- Review plans and specifications prepared by others on behalf of developers
- Prepare plans and specifications as required for small extensions performed by CITY and paid for by a developer
- Consult as needed with CITY Management/Operations contractor and staff, Board members, and other consultants as may be hired by the City
- Perform as the City Engineer as described in the City Rules and Regulations
- Attendance at seminars, meetings, webinars, etc., when requested by CITY
- Perform other services appropriate to the position of City Engineer as may be requested by CITY
- Perform engineering services for Specific Projects as requested by CITY with such engineering services being performed by TASK ORDER in accordance with SECTION TWO of this AGREEMENT.
- Prepare and review monthly and final estimates for payment to Contractors.
- Preparation of maps, property descriptions and/or reports in connection with the annexation of land.
- Assistance with advertising for bids on proposals.



2200 Ave A, Bay City, Texas 77414

SCHEDULE OF HOURLY CHARGES BY PERSONNEL CLASSIFICATION
EFFECTIVE JANUARY 1, 2026

The per diem and miscellaneous expense charges for Engineering, Drafting, Surveying, and Planning Services are based on the following hourly or daily rates:

Engineering, Planning:

Table listing hourly rates for various engineering and planning roles such as Associate Engineer, Planner V (PE5) at \$300.00/hr and Engineer Tech I (ET1) at \$110.00/hr.

Drafting, CADD:

Table listing hourly rates for drafting and CADD roles, including CADD Operator III at \$100.00/hr and CADD Operator I at \$80.00/hr.

Survey:

Table listing hourly rates for surveying roles, including Professional Surveyor at \$300.00/hr and GPS & Field Crew (3 man) at \$230.00/hr.

Expenses:

- List of expense categories: Transportation - current IRS mileage rate, Reproduction work - prevailing commercial rates, Subcontractors, Consultants, etc. - cost plus 20% handling, All other expenses - cost plus 20% handling.

Charges are due and payable within thirty (30) days after receipt of the invoice. Late payments may be charged an interest rate of 1.0% per month of the unpaid balance.

SECTION TWO: Terms and Conditions of the AGREEMENT pertinent to engineering services performed on Specific Projects as defined in TASK ORDER attachments to this AGREEMENT.

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TASK ORDER general terms and conditions:

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all AMENDMENTS duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer's services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in SECTION TWO - Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.
- B. This Agreement is not a commitment by Owner to Engineer to issue any AMENDMENTS.
- C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

1.02 *Task Order Procedure*

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of Engineer's services, each specific Task Order shall incorporate by reference all or portions of SECTION TWO - Exhibit A, "Engineer's Services for Task Order," as attached hereto. Each duly executed Task Order shall be subject to the terms and conditions of SECTION TWO of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order.
- C. Engineer shall provide, or cause to be provided, the services set forth in the Task Order.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth in this Agreement; in SECTION TWO - Exhibit B, "Owner's Responsibilities"; and in each Task Order.
- B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of SECTION TWO Article 4 and SECTION TWO - Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement; such responsibility extends to requirements, instructions, programs, reports, data, and other information furnished by Owner pursuant to any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under SECTION TWO of this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Engineer's services; (2) the presence at the Site of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer's

services, the Work, the performance of any Constructor, or in Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term*

- A. SECTION TWO of this Agreement shall be effective and applicable to all AMENDMENTS issued hereunder during the Term of the Agreement as City Engineer.

3.02 *Times for Rendering Services*

- A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of damages, if any, resulting from such failure.
- F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then the Task Order will state the schedule for performance of Engineer's services in order to sequence and properly coordinate such services as are applicable to the Work under the Construction Contracts. If the Task Order does not address such sequencing and coordination, then Owner and Engineer shall jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of SECTION TWO - Exhibit C, and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all undisputed amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task Order, then such Construction Cost limit and Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," which shall be attached to and incorporated in the Task Order. If no Construction Cost limit is established in a Task Order, then Exhibit F does not apply.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures*
1. Engineer and Owner shall comply with applicable Laws and Regulations.
 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such document.
- G. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- H. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- I. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- J. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.
- K. Engineer's services do not include providing legal advice or representation.
- L. While at a Site, Engineer, its Consultant, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under the specific Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and its Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- E. **Engineer will indemnify, defend and hold harmless Owner from all loss, cost, expense, or liability that Owner may incur or suffer as a result of any infringement, on the part of Owner or any person or entity engaged or retained by Owner, of the patent or copyright laws of the United States or any other country for which Owner is held liable for all documents prepared pursuant to this Agreement**

6.03 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Specific Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement or a Task Order does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.04 *Insurance*

- A. Commencing with the Effective Date of the Agreement, Engineer shall procure and maintain insurance as set forth in SECTION ONE, paragraph 8 of this Agreement. Engineer shall cause Owner to be listed as an

additional insured on any applicable general liability insurance policy carried by Engineer that is applicable to a Specific Project.

- B. Owner shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Specific Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor.
- C. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

6.05 *Suspension and Termination*

A. *Suspension*

- 1. By Owner: Owner may suspend a Task Order for up to 90 days upon seven days written notice to Engineer.
- 2. By Engineer: Engineer may suspend services under a Task Order (a) if Owner has failed to pay Engineer for undisputed invoiced services and expenses, as set forth in Paragraph 4.02.B, or (b) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.A.4.
- 3. A suspension on a specific Task Order, whether by Owner or Engineer, shall not affect the duty of the two parties to proceed with their obligations under other AMENDMENTS.

B. *Termination for Cause—Task Order*: The obligation to provide further services under a specific Task Order may be terminated for cause:

- 1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the specific Task Order or this Agreement, whose terms govern the specific Task Order, through no fault of the terminating party.
 - a. If Owner terminates for cause, Engineer shall be liable for all damages resulting from Engineers actions or inactions that led to such termination. In the event of termination for cause by Owner, Engineer waives the right to payment under Section 6.05 F.2. hereunder.
- 2. By Engineer:
 - a. upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - b. upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.A.5.

- c. Engineer shall have no liability to Owner on account of such termination.
- d. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

C. *Termination for Cause—Agreement:* In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all undisputed amounts invoiced on other AMENDMENTS. If Owner fails to make such payments, then upon seven days notice Engineer may terminate this Agreement, including Engineer's services under all AMENDMENTS.

D. *Termination for Convenience by Owner:* Owner may terminate a Task Order for Owner's convenience, effective upon Engineer's receipt of notice from Owner.

E. *Effective Date of Termination:* The terminating party under Paragraphs 6.05.B and C may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.

F. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the specific Task Order and this Agreement, and for all expenses incurred through the effective date of termination, to the extent that the specific Task Order (or AMENDMENTS) allows reimbursement for such expenses. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.F.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state of Texas.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other

party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.09 *Environmental Condition of Site*

- A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order):
 1. Owner represents to Engineer that as of the Effective Date of the Task Order, to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
 2. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
 3. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
 4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, immediately suspend performance of services on the portion of the Specific Project affected thereby until such portion of the Specific Project is no longer affected.
 5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under the specific Task Order, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating the specific Task Order for cause on seven days notice.

6. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an “owner,” “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer’s activities under a specific Task Order or this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner’s officers, directors, members, partners, agents, consultants, and employees from losses, damages, and judgments (including reasonable consultants’ and attorneys’ fees and expenses) arising from third-party claims or actions relating to any Task Order, or any Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer’s officers, directors, members, partners, agents, employees, or Consultants. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, “Limitations of Liability.” Engineer will be responsible for all damages and losses sustained by it to its tools and equipment utilized in the performance of the work.
- B. *Indemnification by Owner:* To the extent allowed by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, Limitations of Liability.**
- C. *Environmental Indemnification:* To the extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants’ and attorneys’ fees) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this Paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual’s or entity’s own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party’s total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party’s negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

6.11 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design calculations related to Engineer’s services or pertinent to Engineer’s performance under the Task Order. Upon Owner’s request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of such Specific Project.
- F. *Applicability to AMENDMENTS:* The terms and conditions set forth in this SECTION TWO apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this SECTION TWO and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this SECTION TWO shall be modified only by a written instrument. Such amendments shall be applicable to all AMENDMENTS issued after the effective date of the amendment if not otherwise set forth in the amendment.
- G. *Non-Exclusive Agreement:* Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.
- H. *Provide Sufficient Personnel:* Engineer, in its sole discretion or per direction of Owner, will provide sufficient personnel to accomplish all tasks with reasonable progress.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following definitions:
 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. *Additional Services*—Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order, but which are not included in Basic Services for that Task Order.
 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with a specific Task Order, as specified in the Task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order).
6. *Change Order*—A document which is signed by a Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damage to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by a Contractor.
19. *Effective Date of the Agreement*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. *Effective Date of the Task Order*—The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
21. *Engineer*—The individual or entity named as such in this Agreement.
22. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Owner*—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.
25. *Record Drawings*—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Resident Project Representative*—The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR will be as set forth in each Task Order.
27. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

28. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
29. *Site*—Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of a Contractor.
30. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
31. *Specific Project*—The total specific undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.
32. *Subcontractor*—An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with a Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Task Order*—A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.
36. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.
37. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning; all as required by such Construction Contract Documents.

38. *Work Change Directive*—A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Suggested Form of Task Order*

A. The Suggested Form of Task Order is attached as SECTION TWO - Attachment 1 and shall be used as the basis for preparing a specific Task Order for each Specific Project under this Agreement.

8.02 *SECTION TWO Exhibits Included:*

- A. SECTION TWO - Exhibit A, Engineer’s Services for Task Order. Services, tasks, and terms in SECTION TWO - Exhibit A as included with this Agreement are for reference in preparing the scope of services for specific AMENDMENTS, and are contractually binding only to the extent expressly incorporated in a specific Task Order. The parties shall prepare a specific, modified Exhibit A for each Task Order that states the scope of services for the Specific Project directly in the specific Task Order or incorporates all or portions of Exhibit A by reference.
- B. SECTION TWO - Exhibit B, Owner’s Responsibilities. This Exhibit applies to all AMENDMENTS. In Paragraph 4, “Owner’s Responsibilities,” of the Task Order form, Owner and Engineer may modify or supplement the terms of the Agreement’s Exhibit B to suit the needs of the Specific Project.
- C. SECTION TWO - Exhibit C, Payments to Engineer for Services and Reimbursable Expenses. The terms of SECTION TWO - Exhibit C that will be applicable to and govern compensation under a specific Task Order will be determined by the compensation method included in Paragraph 6, “Payments to Engineer,” of the specific Task Order.
- D. SECTION TWO - Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. This Exhibit is not contractually binding except when expressly incorporated in a specific Task Order.
- E. SECTION TWO - Exhibit E, Notice of Acceptability of Work. Engineer shall use this Notice of Acceptability of Work form at the conclusion of construction on a Specific Project if (1) the form is expressly incorporated by reference in a specific Task Order, and Engineer’s scope of services in the specific Task Order includes providing such a notice to Owner and Contractor, and (2) the Work is in fact acceptable pursuant to applicable requirements, subject to the terms of the notice.
- F. SECTION TWO - Exhibit F, Construction Cost Limit. This Exhibit is contractually binding only with respect to those specific AMENDMENTS that (1) expressly incorporate Exhibit F by reference in the Task Order, Paragraph 2, “Services of Engineer,” and (2) expressly state a specific Construction Cost Limit and contingency for the Specific Project in Paragraph 2, “Services of Engineer,” of the specific Task Order.
- G. SECTION TWO - Exhibit G, Insurance. NOT USED
- H. SECTION TWO - Exhibit H, Dispute Resolution. NOT USED
- I. SECTION TWO - Exhibit I, Limitations of Liability. NOT USED.
- J. SECTION TWO - Exhibit J, Special Provisions. This Exhibit is applicable to all AMENDMENTS.

- K. SECTION TWO - Exhibit K, Amendment to Task Order. Owner and Engineer may use this form during a Specific Project to modify the specific Task Order.

8.03 *Total Agreement*

- A. This Agreement (together with the Exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.
- B. An executed Task Order under this Agreement (including any incorporated exhibits or attachments) constitutes the entire agreement between Owner and Engineer with respect to the Specific Project and supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments to such a Task Order should be based whenever possible on the format of Exhibit K to this Agreement.

8.04 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party that the individual represents. Each Task Order shall likewise designate representatives of the two parties with respect to that Task Order.

8.05 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

SUGGESTED FORM OF
TASK ORDER

This is Task Order
No. _____, consisting of
_____ pages.

Task Order

In accordance with Paragraph 1.01 Owner and Engineer agree as follows:

1. Background Data

a. Effective Date of Task Order:

b. Owner:

PORT O’CONNOR IMPROVEMENT CITY

c. Engineer:

SAMPLE ENGINEERING, dba JOHN D. MERCER & ASSOCIATES

d. Specific Project (title):

e. Specific Project (description):

2. Services of Engineer

A. The specific services to be provided or furnished by Engineer under this Task Order are:

Study and Report Services (SECTION TWO - Exhibit A, Paragraph A1.01)

Preliminary Design Phase (SECTION TWO - Exhibit A, Paragraph A1.02)

Final Design Phase (SECTION TWO - Exhibit A, Paragraph A1.03)

Bidding or Negotiating Services SECTION TWO - (Exhibit A, Paragraph A1.04)

Construction Phase Services (SECTION TWO - Exhibit A, Paragraph A1.05)

Post-Construction Phase Services (SECTION TWO - Exhibit A, Paragraph A1.06)

Commissioning Services (SECTION TWO - Exhibit A, Paragraph A1.07)

B. Other Services

Engineer shall also provide the following services:

All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are as follows:

4. Owner's Responsibilities

- A. Owner shall have those responsibilities set forth in Article 2 of this SECTION TWO and in Exhibit B, subject to the following:

5. Task Order Schedule

- A. In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

6. Payments to Engineer

- A. Owner shall pay Engineer for services rendered under this Task Order as follows:
- B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order:

8. Other Modifications to Agreement and Exhibits:

9. Attachments:

10. Other Documents Incorporated by Reference:

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is [].

OWNER:

ENGINEER:

By:

By:

Print Name:

Print Name:

Title:

Title:

Engineer License or Firm's Certificate No. (if required):

State of:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Name:

Title:

Title:

Address:

Address:

E-Mail
Address: _____

E-Mail
Address: _____

Phone: _____

Phone: _____

DRAFT

This is **SECTION TWO - EXHIBIT A**, consisting of [] pages, referred to in and part of the **Task Order** dated []].

Engineer's Services for Task Order

PART 1—BASIC SERVICES

A1.01 Study and Report Phase Services

A. As Basic Services, Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of such potential solutions: *[List the specific potential solutions here.]*
 - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
 - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify three alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.
4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Specific Project.

8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
 9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
 10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Specific Project Strategies, Technologies, and Techniques."
 11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
 12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
 13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
 14. Pursuant to the Task Order schedule, furnish the required number of review copies of the Report and any other Study and Report Phase deliverables to Owner, and review it with Owner. Owner shall submit to Engineer any comments regarding the furnished items within the time established in the Task Order schedule.
 15. Pursuant to the Task Order schedule, revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish the required number of copies of the revised Report and any other Study and Report Phase deliverables to the Owner.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

- A. As Basic Services, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
 5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 6. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
 7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition or later), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
 9. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.
 10. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. As Basic Services, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. If applicable, final drawings will be prepared in

accordance with the requirements of and submitted to state and federal regulatory authorities for approval. Engineer will use best efforts to obtain such required approvals. In the event approval is not given due to a failure to conform to the agency's criteria, Engineer will redesign the drawings and specifications at no cost to the Owner.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 10. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

- C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.

A1.04 *Bidding or Negotiating Phase*

- A. As Basic Services, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
4. Consult with Owner as to the qualifications of prospective contractors.
5. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Task Order).

A1.05 *Construction Phase*

- A. As Basic Services, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition or later), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing

on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* As an Additional Service as defined in this Agreement, provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D
3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the testing services identified in Exhibit B, Paragraph B2.01.A.
4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary or as requested by Owner, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Any Owner requested visits that exceed one visit per month shall be considered an Additional Service and will be billed to Owner accordingly. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project

Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and

recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.

16. *Non-reviewable matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
19. *Inspections and Tests:*
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
 23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
 24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of

Work”) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer’s knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.

25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Specific Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract’s correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract’s correction period.

A1.07 *Commissioning Phase*

- A. As Basic Services, Engineer shall:
1. Assist Owner in connection with the adjusting of Specific Project equipment and systems.
 2. Assist Owner in training Owner’s staff to operate and maintain Specific Project equipment and systems.
 3. Prepare operation and maintenance manuals.
 4. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.

5. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

A1.08 *Other Services:* Each specific Task Order may include Basic Services that do not fit into the categories above. Such services should be expressly stated in the specific Task Order itself.

PART 2—ADDITIONAL SERVICES

A2.01 Additional Services Requiring an Amendment to Task Order

- A. *Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included in Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
 2. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.
 3. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 4. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.
 5. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
 6. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
 7. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 8. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;

- b. based on the engineering and technical aspects of the Project, the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
9. Furnishing services of Consultants for other than Basic Services.
 10. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
 11. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor and administering Owner's contract for such services.
 12. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services.
 13. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
 14. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
 15. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
 16. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
 17. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
 18. Preparing Record Drawings, and furnishing such Record Drawings to Owner.

19. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
 20. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
 21. Preparation of operation, maintenance, and staffing manuals.
 22. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
 23. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
 24. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
 25. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.
 26. Overtime work requiring higher than regular rates.
 27. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
 28. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
 29. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).
 30. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
 31. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.
- B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included in Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **SECTION TWO - EXHIBIT B**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – CITY ENGINEER** dated [] .

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 Specific Responsibilities

A. Owner shall:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capaCity and performance requirements, flexibility, and expandability, and any budgetary limitations.
2. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition or later), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
3. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
4. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - a. Property descriptions.
 - b. Zoning, deed, and other land use restrictions.
 - c. Utility and topographic mapping and surveys.

- d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - e. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 - f. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
 - g. Data or consultations as required for the Project but not otherwise identified in this Agreement.
5. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
 6. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010 or as amended) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
 7. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
 8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
 9. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
 10. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
 11. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner

arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

12. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
13. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
14. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
15. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
16. Place and pay for advertisement for Bids in appropriate publications.
17. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
18. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
19. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
20. Perform or provide the following: *[Here list any additional Owner responsibilities]*.

This is **SECTION TWO - EXHIBIT C**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [] .

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 Basis of Compensation

- A. The compensation method for Basic Services and for Additional Services shall be identified in each specific Task Order. Owner shall pay Engineer for services in accordance with the applicable basis of compensation.

C2.02 Reimbursable Expenses

- A. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of [] .
- B. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer times a factor of [] .
- C. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C2.04 Serving as a Witness

- A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.24, at a rate of the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.

C2.05 Other Provisions Concerning Payment

- A. *Extended Contract Times:* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. *Estimated Compensation Amounts*
 1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated

amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

This is **SECTION TWO - EXHIBIT D**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [] .

Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

The following duties, responsibilities, and limitations of authority may be incorporated in the Task Order for a Specific Project:

D1.01 *Resident Project Representative*

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, as incorporated in this Task Order, are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 1. *General:* RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor’s safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR’s own personal safety while at the Site.

5. *Liaison*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples*
 - a. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
 - b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and
 - c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
10. *Inspections, Tests, and System Start-ups*
 - a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Specific Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items

actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of, Owner, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Specific Project in whole or in part.

This is **SECTION TWO - EXHIBIT E**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [].

NOTICE OF ACCEPTABILITY OF WORK

SPECIFIC PROJECT:

OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
OWNER

And To: _____
CONTRACTOR

From: _____
ENGINEER

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, _____, and the following terms and conditions of this Notice.

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Specific Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT J**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Special Provisions

Paragraph(s) ___ of the Agreement is/are amended to include the following agreement(s) of the parties:

This is **EXHIBIT K**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [].

Amendment To Task Order No. _____

1. Background Data:

- a. Effective Date of Task Order:
- b. Owner:
- c. Engineer:
- d. Specific Project:

2. Description of Modifications

[Include the following paragraphs that are applicable and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform the following Additional Services: []
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: []
- c. The responsibilities of Owner with respect to the Task Order are modified as follows: []
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: []
- e. The schedule for rendering services under this Task Order is modified as follows: []
- f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: []

[List other Attachments, if any]

3. Task Order Summary (Reference only)

- a. Original Task Order amount: \$[]
- b. Net change for prior amendments: \$[]
- c. This amendment amount: \$[]
- d. Adjusted Task Order amount: \$[]

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date
Signed: _____

Date
Signed: _____



AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Meeting Date	04/21/2026	Agenda Items	
Approved by City Manager	Yes	Presenter(s)	City Manager
Reviewed by City Attorney	Yes	Department	Grants/ Utilities / PW
Subject	Discussion and possible action to Resolution 26-R106 in pursuit of the Texas Water Development Board Water Supply and Infrastructure Grant.		
Attachments / Supporting documents	Resolution 26-R106		
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

In pursuit of the Texas Water Development Board (TWDB) Water Supply Infrastructure Grant (WSIG) application, the attached Resolution requests financial assistance from the TWDB, confirms the requested grant amount, and authorizes a representative for filing such application. Adoption of this Resolution is required as part of the TWDB application submittal process.

Recommended Action

To Approve:

Motion to approve Resolution 26-R106 for application filing and authorized representative in pursuit of the Texas Water Development Board Water Supply and Infrastructure Grant.

Application Filing and Authorized Representative Resolution

A RESOLUTION by the City Council of the City of Sweeny requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith.

BE IT RESOLVED BY THE City Council OF THE City of Sweeny:

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed \$2,000,000.00 (2 Million) to provide for the costs of the Travis Street Well Conversion and Water Quality Improvement Project to be applied for within the TWDB WSIG Grant.

SECTION 2: That John David Jordan, City Manager be and is hereby designated the authorized representative of the City of Sweeny for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the City of Sweeny before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: Government Capital

Engineer: Lynn Engineering; John D. Mercer

Bond Counsel: Government Capital

PASSED AND APPROVED, this the _____ day of _____, 20_____.

ATTEST: _____

By: _____

(Seal)



AGENDA MEMO

Business of the City Council

City of Sweeny, Texas

Meeting Date	04/21/2026	Agenda Items	
Approved by City Manager	Yes	Presenter(s)	City Manager
Reviewed by City Attorney	Yes	Department	Utilities/ PW / Grants
Subject	Discussion and possible action to Resolution 26-R107 adopting a Water Conservation Plan for the City of Sweeny.		
Attachments / Supporting documents	Resolution 26-R107; Conservation Plan		
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

As the City pursues funding through the Texas Water Development Board (TWDB) Water Supply Infrastructure Grant (WSIG) program, adoption of a Water Conservation Plan is a required component of the application process.

The Plan must be formally adopted by the governing body and submitted to the TWDB demonstrating compliance with applicable Texas Commission on Environmental Quality (TCEQ) regulatory requirements.

The proposed Water Conservation Plan emphasizes efficient water use, reduction of system water loss, public education and outreach, and long-range water supply sustainability. The Plan has been prepared in accordance with state guidance and meets all requirements outlined in TWDB Form 1968 and Title 30 Texas Administrative Code, Chapter 288.

Recommended Action

To approve:

Motion to approve Resolution 26-R107 adopting a Water Conservation Plan.

RESOLUTION NO. 26-R107

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SWEENY, TEXAS, ADOPTING A WATER CONSERVATION PLAN IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS WATER DEVELOPMENT BOARD; PROVIDING FOR IMPLEMENTATION AND ADMINISTRATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Sweeny provides potable water service to its residents and relies on groundwater from the Gulf Coast Aquifer; and

WHEREAS, The Texas Water Development Board requires adoption of a Water Conservation Plan to promote efficient water use and reduce water loss; and

WHEREAS, The City Council finds that adoption of a formal Water Conservation Plan is in the best interest of the public health, safety, and welfare;

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

Section 1. The City of Sweeny Water Conservation Plan is hereby adopted and approved.

Section 2. The City Administrator or designee is authorized to implement, administer, and report on the Water Conservation Plan as required by state law.

Section 3. This Resolution shall take effect immediately upon adoption.

ADOPTED this ___ day of _____, 2026.

Mayor, Dusty Hopkins

ATTEST:

City Secretary, Kaydi Smith