

CITY COUNCIL MEETING REGULAR SESSION

Tuesday, April 15, 2025 at 6:00 PM

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

AGENDA

BE IT KNOWN that the City Council of the City of Sweeny will meet in **Regular Session** on <u>Tuesday</u>, <u>April 15, 2025 at 6:00 PM</u>. 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 & COMMENDATIONS

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

CITIZENS WISHING TO ADDRESS CITY COUNCIL

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

CONSENT AGENDA

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

- 4. Minutes: Special Session, March 25, 2025
- 5. Presentation of YTD General Fund and Enterprise Fund Income and Expenses
- 6. Presentation of Fiscal Year 2024 2025 Quarterly Investment Report, Second Quarter

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- 7. Personnel Status Information Only
- 8. Project Status, Gas Compliance, and Sidewalk Repair Report
- 9. Critical Equipment Report; Generator Hourly Activated Self Test Report
- <u>10.</u> FY 24/25 2nd Quarter Departmental Reports spanning January 01 March 31; Police Department, Public Works, City Secretary, Fire Department, SEDC

REGULAR AGENDA

- 11. Presentation, discussion and possible action to accept the Fiscal Year 2023-2024 annual financial audit.
- 12. Discussion and possible action to requested variances at 906 N Main, Ordinance §156.018 A(4)(d) for illuminated signage & §156.018 A(1)(a) for size of signage allowance; O'Reilly Auto Parts
- 13. Discussion and possible action to agenda request for variance to the Zoning Ordinance, Exhibit A, Section110-173 (C) (4) (c) for proposed fence at 101 S Francis Street; Veronica Montgomery
- 14. Discussion and possible action to agenda request for usage of the Gazebo Park, road closure, and variance to Ord. §113.04, possession or consumption of alcoholic beverages in public places; Kristin Simmons
- <u>15.</u> Discussion and possible action to approve Ordinance 25-104, repealing Section 110-69 and amending Sections 110-76 and 110-69.2 of Exhibit A of the Zoning Ordinance.
- <u>16.</u> Discussion and possible action on re-plat, reconfiguring five lots (5) into three (3), currently known as 301 Pecan; Bill Worrell & Robert Goodrum
- <u>17.</u> Discussion and possible action to Sweeny Economic Development Corporation's (SEDC's) Bylaw amendments.
- <u>18.</u> Discussion and possible action to Ordinance 25-105, accepting the dedication of road, road right of way, utilities, and utility easements within Industrial Park requested by Sweeny Economic Development Corporation
- 19. Presentation and discussion of Windstorm Insurance renewal quotes for 2025-2026
- 20. Discussion and possible action to Ordinance 25-106, amending the animal control ordinance, adding a trap, neuter, return program for cats.

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 15**, **2025** was posted on the City Hall bulletin board on the _____ day of _____, 2025, at approximately _____AM / PM.

Kaydi Smith, City Secretary

I hereby certify that this Public Notice was removed from the City Hall bulletin board on the _____day of _____, 202___ 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 college, career 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."

DECLAN ANDERSON	KAYLIE HOFFMAN
KASSIDY ANDERSON	EMMA MCCURDY
ZACHARY BECKWITH	JOSEPH PARHAM
KAMRYN BRAGG	MARISSA PAYNE
CASSIDY COCHRAN	ALEXIS RODRIGUEZ
KYE COOK	LYNLY SALAS
SYDNI FOSTER	JAXEN SCHROEDER
DANIEL GARTMAN	NASH SMITH
MIGUEL GARZA	COOPER STROUD
KAYDEN GIBLER	ALENA THAYER
KADEN HALE	JADEN WICK
CODY HOLESOVSKY	

NOW, *THEREFORE*, I, Dusty Hopkins, Mayor of the City of Sweeny, Texas, by virtue of the authority vested in me by the laws of Sweeny and Texas, do hereby proclaim May 8th, 2025, as:

SWEENY STEM SCHOLARS DAY

WHEREOF, witnessed by my hand and the seal of the City of Sweeny, this 15th day of April, 2025.

Mayor Dusty Hopkins



CITY OF SWEENY OFFICE OF THE MAYOR

Americans have always found power and unity through prayer. In 1988, the Congress, by Public Law 100-307, called on the President to issue each year a proclamation designating the first Thursday in May as a "National Day of Prayer." Today, under these trying times, we once again come together to give thanks to Almighty God for the bountiful blessings He has bestowed on each of us and to ask for His counsel. We also acknowledge our dependence on God's love to guide our families and communities away from harm and toward abundance and peace.

As we continue to fight not only the current pandemic that plagues our world, but all of the evils that so many of us work against, it is imperative that we come together as a City, State and Nation to show each other the unfailing love of our God, and utilize this time to remember His blessings and that through His provision we will find rest and solace.

Our Nation's honored tradition of prayer has sustained us and strengthened our trust that God will continue to watch over and accompany us through the best of times and the darkest hours. May we never forget the power of prayer and the greatness of our Creator. On this National Day of Prayer, let each of us, according to our own faiths, call upon God for His guidance and express our gratitude for the love and grace He bestows on us, our city, and our country.

Therefore, I, Dusty Hopkins, Mayor of Sweeny Texas, do hereby proclaim May 1st , 2025, to be

National Day of Prayer

in Sweeny and urge the appropriate recognition whereof.

In official recognition whereof, I hereby affix my signature this 15th day of April, 2025.

CITY COUNCIL MEETING SPECIAL SESSION

Tuesday, March 25, 2025 at 6:00 PM

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

MINUTES

BE IT KNOWN that the City Council of the City of Sweeny met in **Special Session** on <u>Tuesday, March</u> <u>25, 2025 at 6:00 P.M.</u> at City Hall, 102 W. Ashley Wilson Rd, Sweeny, Texas with the following agenda.

CALL TO ORDER/ROLL CALL

Mayor Hopkins called the meeting to order at 6 PM. Neal Bess Jr., Reese Cook, Brian Brooks, John Rambo, and Caniel "Shaun" Massey were in attendance.

PLEDGES & INVOCATION

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

CEREMONIAL PRESENTATIONS

1. Sweeny Beautification Committee's Yard of the Month- Mr. & Ms. Weems at 504 E 4th Street Mayor Hopkins announced Sweeny Beautification Committee's Yard of the Month.

2. Proclamation: Child Abuse Prevention Month; April 2025

Mayor Hopkins stated the proclamation will be signed and displayed within the foyer of City Hall proclaiming April to be Child Abuse Prevention Month.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

No citizen comments.

CONSENT AGENDA

3. Minutes: Regular Session, February 18, 2025 and Special Session Capital Improvement Projects & Strategic Planning Workshop, March 08, 2025

Shaun Massey motioned to approve the minutes of the Regular Session, February 18, 2025 and the Special Session Capital Improvement Projects & Strategic Planning Workshop, March 08, 2025. John Rambo seconded. All in favor. Motion carried.

- 4. Financial Statements
- 5. Personnel Status
- 6. Project Status Report
- 7. Critical Equipment Report; Generator Hourly Activated Self Test Report
- 8. Gas Compliance Update
- 9. CCPD Update

REGULAR AGENDA

10. Discussion and possible action on Sweeny High School debrief; Mayor Hopkins & Devin Lemon Mayor Hopkins and Devin Lemon debriefed Council on the incident that occurred on 02/28/2025 at Sweeny ISD. Informational handout was submitted by Mr. Lemon and entered as Exhibit A into the minutes.

Discussion only; no action.

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11. Discussion and possible action on establishing a City Emergency Operations Center (EOC) Workshop with Sweeny Fire Department and Sweeny Community Hospital.

Emergency Operations is suggesting a Saturday EOC preparations workshop following the TDEM conference in May for all City wide agencies.

Discussion only; no action.

12. 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.

Sanci Kennedy of the Sweeny Beautification Committee is requesting the road closure for Pride Day. John Rambo moved to approve the road closure on Friday, May 2nd, 2025 from 5pm to midnight and Saturday, May 3rd, 2025 from 7pm to midnight for Pride Day, on West Ashley Wilson Road, from Main Street (FM 524) to the second entrance of the Community Center, 205 W Ashley Wilson Road. Neal Bess Jr. seconded.

Discussion: Councilman Cook questioned the time of the closure on Friday.

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

13. Discussion and possible action on restricting public vehicle access within the 2025 Pride Day festivities; Sweeny Beautification Committee

Mayor Hopkins asked for a motion to allow Sweeny Beautification to restrict public vehicle access for the 2025 Pride Day festivities within the allowed boundaries. John Rambo stated so moved. Neal Bess Jr. seconded. All in favor. Motion carried.

Reese Cook motioned to move Item 23 ahead of Item 14. John Rambo seconded. All in favor. Motion carried.

23. Discussion and possible action to amend the R2 and R2B zones of Exhibit A of the Zoning Ordinance, Chapter 155.

Discussions were held about minimal lot sizes and/or key lots that do not adhere to the current zoning ordinance allowances. Councilman Cook presented proposed amendments to the current residential zones.

Reese Cook moved to amend the zoning regulations of the R-2 & R-2B Single Family Residence, as set forth in Section 110-69 and 69.2, to include the following changes, entered as an Exhibit (Exhibit B), and with an addition to Part C, to amend 110-69 Subsection 9(c), Setback Requirements: amend the minimum rear setback requirements for the R-2B zone, from 15 feet to 5 feet, measured from the easement line. Shaun Massey seconded. Reese Cook, Brian Brooks, John Rambo, and Shuan Massey were in favor. Neal Bess Jr. opposed. Motion carried.

14. Discussion and possible action to variance requests for 301 Pecan Street; Property owner Bill Worrell.

Bill Worrell, owner of 301 Pecan Street, gave Council information on his property and proposed options. Pursuant to the previously approved agenda item (No. 23) to amend the zoning ordinance, in which will be presented for approval at the next meeting, Worrell would not need the requested variances for proposed residential construction. Worrell submitted a picture image of the proposed residential structure, entered into the minutes as Exhibit C. Discussion only; no action.

15. Discussion and possible action to review the annexation service plan and agreement for received request of annexation and utilities for proposed subdivision of 62.296 acres to be completed by C & D Development LLC.

Cecil Stark and Doug Kirk of C & D Development LLC. are requesting full annexation of their property located on Old Main Street. A large portion of the property is outside of the city limits. They are additionally requesting utilities to the property. Attorney Stevenson stated the law requires that the City have a service plan, and that plan must be agreed to by the City and the developer.

Doug Kirk presented Council with the proposed phased plan of residential development on the 62.296 acres. This would potentially bring a large number of rooftops to the City. Phase 1 is largely within the city limits, however, a portion falls outside and would need to be annexed prior too. Attorney Stevenson suggested that the City could annex by phases, versus the property as a whole.

Mayor Hopkins asked for a motion to allow staff to move forward in creating and negotiating a written service agreement with the requestor, in continuation and forward action of the annexation process of the proposed subdivision under development and ownership of C & D Development LLC. Brian Brooks stated so moved. John Rambo seconded.

Discussion: Reese Cook questioned the service agreement, total requirements, and costs associated for project development. Staff would need to bring back the requirements of infrastructure needs for continuation. Neal Bess Jr. asked about the rules of annexation. All in favor. Motion carried.

16. Discussion and possible action to moving the Executive Director position of the Sweeny Economic Development Corporation to a position within the City that is under the management of the City Manager.

Jenny Massey, EDC President, stated the EDC board decided and approved to move the Director under the City, to be more cohesive for both. Job tasks and employee allocation funding was addressed. EDC funds could only be used for EDC job tasks. The City would be responsible for any other additional job duties. This would not change the direction or operations of the EDC or board. The Director would simply be under the direction of the City Manager on a day-to-day basis, as an employee of the City. The City would be responsible for benefits and insurance with a portion to be funded by EDC. In order for this to be completed, the EDC would need to amend their bylaws to reflect and present to Council for approval.

Mayor Hopkins asked about a motion for moving the Executive Director position of the Sweeny Economic Development Corporation to a position within the City that is under the management of the City Manager. Brian Brooks stated so moved. Seconded by Neal Bess Jr.

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

17. Discussion and possible action to Knox Box requirements, policies, and procedures of control. Knox Box requirements, key control, and possible monitoring solutions were presented for Council's determination. Fire Chief, Timothy Webb and Fire Marshal, Devin Lemon were in attendance to give further information on the code and quotes for maintaining and tracking the individual keys. To secure all eight keys is \$10,080 with an additional \$1,068 for monitoring. Other options would be to phase in two a year or max out with six keys and destroy the remaining.

Neal Bess Jr. made the motion to follow the code and (as read by Mayor Hopkins) to continue to enforce §94.30 (A), requiring a key box (Knox Box) to be installed and authorizing the City Manager to develop a policy for control and access of the keys owned by the City of Sweeny, and to allocate funds appropriately in order to acquire. Seconded by Shaun Massey.

Discussion: John Rambo asked if this is just to enforce businesses to have the Knox boxes? No, this is to control the keys to open the boxes installed. Fire Chief Webb gave a breakdown of how the fire department monitors currently, versus the proposed options, depending on the amount of keys. Neal Bess Jr., Brian Brooks, and Shaun Massey were in favor. Reese Cook and John Rambo opposed. Motion carried.

18. Discussion and possible action to proposed agreement with Benji's Animal Adoption Barn for animal shelter services.

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The proposed agreement has been drafted by Attorney Stevenson for Council review prior to presenting to BAAB. Discussion only; no action.

19. Discussion and possible action to appoint a member to the Crime Control and Prevention District (CCPD).

Mayor stated CCPD is requesting for Council to approve and appoint Joshua Bynum as Position No. 4 of the Crime Control and Prevention District (CCPD). Reese Cook stated so moved. Neal Bess Jr. seconded. All in favor. Motion carried.

20. Discussion and possible action on Resolution 25-101, allowing the City to enter into a membership with Texas SmartBuy for purchasing cooperatives.

Reese Cook moved to adopt the Texas SmartBuy Membership Program Resolution. Neal Bess Jr. seconded. All in favor. Motion carried.

21. Discussion and possible action to approve the procurement policies and procedures for actions to be funded with Federal funds, pursuant to the Resilient Communities Program (RCP) grant application.

Reese Cook moved to approve the Procurement Policies and Procedures as presented in anticipation of future expenditures of federal funds. John Rambo seconded. All in favor. Motion carried.

22. Discussion and possible action to repeal Chapter 114 of the City's Code of Ordinances; Municipal Registration of Construction Contractors

Reese Cook moved to approve Ordinance 25-103, repealing Chapter 114 of the City's Code of Ordinances for Municipal Registration of Construction Contractors. Neal Bess Jr. seconded. All in favor. Motion carried.

Item No. 23 was moved ahead of Item No. 14; see above.

24. Discussion and possible action to an update on Sidewalk repairs.

Councilman Cook put a list together of sidewalk repairs. Mr. Jordan has reached out to the County for opinion on overlaying the existing asphalt of the walking trail at Backyard Park. He is still anticipating additional repairs down Main Street, following the Main Street Water Line Replacement project. Reese Cook moved to approve the designation of \$100,000.00 from the Sidewalk Fund to be used at the discretion of sidewalk repairs by the City Manager and additionally add Sidewalk Repair Update to the Consent Agenda on ongoing Council agendas. Shaun Massey seconded.

Discussion: Neal Bess Jr. asked about the amount within the Sidewalk Fund available. It is approximately \$375,000.00.

All in favor. Motion carried.

25. Discussion and possible action on notifications sent out on the city wide call out system. Discussion only; no action.

ITEMS OF COMMUNITY INTEREST

Mr. Jordan thanked Council for the calls and option to move the Council meeting. He thanked everyone for their thoughts and prayers on the passing of his father.

Mayor Hopkins requested that City Hall close to allow staff to attend the services. City Hall will close at 1 pm on Thursday, March 27th, 2025.

John Rambo stated that Sweeny Beautification will be holding their cleanup Saturday in preparation of Pride Day from 7 am-11 am at the Backyard Park.

ADJOURN REGULAR SESSION

Mayor Hopkins adjourned the meeting at 8:15 PM.

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

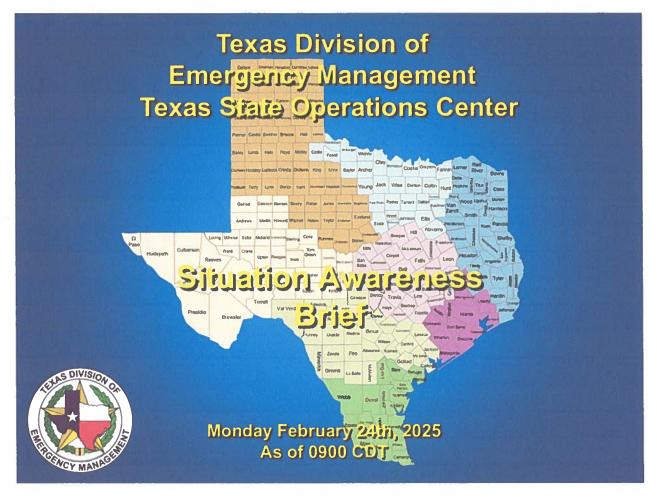
Exhibits:

- A. Situational Awareness Debrief handout; submitted by Devin Lemon; Agenda Item No. 10
- B. Zoning amendment proposed by Councilman Reese Cook; Agenda Item No. 23
- C. Image of proposed residential construction; submitted by Bill Worrell; Agenda Item No. 14

Staff and Boards Present: City Manager, David Jordan Police Chief, Brad Caudle Director of Public Works, Terrence Bell Finance Director/Personnel Services, Karla Wilson EDC President, Jenny Massey Sweeny Beautification President, Sanci Kennedy Fire Chief, Timothy Webb Assistant Fire Chief, Tim Webb Fire Marshal, Devin Lemon

Passed and approved this _____ day of _____, 2025.

Kaydi Smith City Secretary



CITY OF SWEENY

SWEENY HIGH SCHOOL

BOMB THREAT

10:30 AM

600 EAST ASHLEY WILSON ROAD

SWEENY TEXAS 77480

Informational Products Distributed by the State Operations Center

WEB EOC REPORT

MAYOR DUSTY HOPKINS- EMERGENCY MANAGEMENT DIRECTOR

POSITION LOG: DEVIN LEMON- EMC

ACTIVATION:

SWEENY HIGH SCHOOL 600 EAST ASHLEY WILSON ROAD SWEENY TEXAS 77480

INCIDENT:

INITIAL REPORT OF A PLACEMENT OF BOMBS THROUGHOUT HIGH SCHOOL CAMPUS.

SWEENY ISD STARTED IMPLEMENTED THEIR EMERGENCY MANAGEMENT PLAN AND STARTED EVACUATION OF 500 STUDENTS

RESPONDING AGENCY:

SWEENY ISD POLICE DEPARTMENT, SWEENY POLICE DEPARTMENT, BRAZORIA COUNTY SHERIFF DEPARTMENT, BRAZORIA COUNTY CONSTABLES OFFICE, TEXAS DEPARTMENT PUBLIC SAFETY, PEARLAND POLICE DEPARTMENT, TEXAS PARKS WILDLIFE, SWEENY EMS, SWEENY HOSPITAL, SWEENY FIRE AND RESCUE, OLD OCEAN FIRE DEPARTMENT, CITY OF SWEENY EMERGENCY MANAGEMENT

COMMUNITY PARTNERS

NEW SHORES BAPTIST CHURCH

GMZ- (FUNERAL BEING HELD)

AFTER ACTION REVIEW

STRENGTHS

- SCHOOL EM PLAN
- TACTICS OF POLICE DEPT
- LEADERSHIP

- <u>RESOURCES AND RESPONDING AGENCIES</u>
- HOSPITAL/ LEVEL OF READINESS

AREAS OF IMPROVEMENTS

- TIME OF EOC ACTIVATION- WHO/WHERE/WHEN/HOW
- CHAIN OF COMMAND- CITY/SCHOOL/HOSPITAL/ (DRILL TRAINING)
- NIMS POSITION TRAINING-

I move to amend the zoning regulations for the **R-2** & **R-2B Single-Family Residence**, as set forth in Section 110-69 and 69.2, to include the following changes:

1. Remove Section 110-69 R-2 zone:

Remove the R-2 zone and update all current R-2 zoned properties to R-2B and update Sec. 110-76 C-1, (16) to permit R-2B use in C-1 zone.

- 2. Amend Section 110-69.2 Subsection (4) Minimum Living Area: Amend minimum living area for a home from 800 sq. ft. to 375 square feet for residential units within the R-2B zone.
- 3. Amend Section 110-69.2 Subsection (6) Minimum Lot Size Amend minimum lot size from 5,000 square feet to 1800 square feet within the R-2B zone.
- **4.** Remove Section 110-69.2 Subsection (7) Frontage of Lot Remove the R-2B zone requirement of lot frontage.
- 5. Remove Section 110-69.2 Subsection (8) Depth of Lot Remove the R-2B zone requirement of lot depth.
- 6. Amend Section 110-69.2 Subsection (9.c) Setback Requirements: Amend the minimum rear setback requirements for the R-2B zone from 15 feet to 5 feet.
- 7. **Remove Section 110-69.2 Subsection (13) Off-Street Parking**: Remove the off-street parking requirement of "Minimum of a one car carport or a one care garage." from the zoning ordinance for single-family residences in the R-2B zone.
- 8. **Updating the Zoning Map:** Updating the Zoning Map accordingly pursuant to the approved amendments.

I believe that these amendments will be in alignment with the goals of promoting appropriate land use, facilitating the construction of single-family homes, providing more opportunities and flexibility for property development, and addressing specific needs of the community, particularly on smaller, key lots.

I respectfully move that these changes be adopted and included in the zoning ordinance."

Item 4.

Exhibit C; Agenda Item 14 3/25/25, 12:04 PM

IMG_9540.jpg





Business of the City Council City of Sweeny, Texas

Meeting Date	04/15/2025	Agenda Items	
Approved by City Manager		Presenter(s)	Karla Wilson
Reviewed by City Attorney		Department	Budget/Finance
Subject	Presentation of YTD General Fund and Enterprise Fund Income and Expenses		
Council Strategic Goals	This meets the strategic goal of Government Sustainability by protecting the City's financial integrity and ensuring government transparency.		
Attachments / Supporting documents	General Fund Income Statement Enterprise Fund Income Statement		
Financial Information	Expenditure Requ Amount Budgeted Account Number: Additional Approp Additional Accourt	d: priation Required:	N/A Attached Attached Attached N/A

Executive Summary

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

Recommended Action

Staff recommends acceptance.



Business of the City Council City of Sweeny, Texas

Meeting Date	04/15/2025	Agenda Items	
Approved by City Manager		Presenter(s)	David Jordan, City Manager Karla Wilson, Finance Director
Reviewed by City Attorney		Department	Treasury / Investment
Subject	Presentation of Fiscal Year 2024 – 2025 Quarterly Investment Report, Second Quarter		
Council Strategic Goals	 Government Sustainability: Protect City's Financial Integrity Ensure Government Transparency 		
Attachments / Supporting documents	Quarterly Investment Report, Second Quarter of FY25, Jan Feb Mar		
Financial Information	Expenditure Requ Amount Budgeted Account Number: Additional Approp Additional Accourt	d: priation Required:	N/A N/A

Executive Summary

Public Funds Investment Act (PFIA) under Local Government Code (TX) Chapter 2256 requires municipalities and other public entities participating in investments to report on investment accounts and quarterly earnings.

FY25 Q2 interest earnings from banking accounts and investment pool accounts totaled \$28,152.64, of which \$25,998.39 is from City-owned accounts. Accounts belonging to other City-supported entities such as SEDC, Beautification, Veterans Memorial Fund, and Fire Department Donations comprised \$2,154.25 of the total FY25 Q2 interest earnings.

Recommended Action

Staff recommends accepting the FY25 Q2 Investment Report.



Business of the City Council City of Sweeny, Texas

Meeting Date	04/15/2025	Agenda Items	
Approved by City Manager		Presenter(s)	Karla Wilson
Reviewed by City Attorney		Department	Personnel
Subject	Personnel Status – Information Only		
Council Strategic Goals			
Attachments / Supporting documents			
Financial Information	Expenditure Requ Amount Budgeted Account Number: Additional Approp Additional Accourt	d: priation Required:	N/A N/A

Executive Summary

City Manager	J. David Jord
City Secretary	Kaydi Smith
Director of Finance and Personnel	Karla Wilson
Utility Billing Manager	Kyli Jones
Administrative Clerk	Jennifer Mille
Municipal Court Clerk	Brandi Ander

Public Works Director Public Works Office Manager

Public Works Foreman

Water Plant Operator WWTP Operator City Hall Liaison / Gas Ops in Training **General Laborer - Parks General Laborer – Streets** General Laborer - Drainage

Chief of Police **Detective Sergeant** Corporal / K-9 (night) Patrol Officer / K-9 (night) dan er rson

Tex Bell Posted

VACANT VACANT-Posted as

Equipment Operator **Daniel Wright**

Craig Carpenter DeLane Brown

Courtlyn Davidson

VACANT

Dylan White **Trevion Johnson**

Brad Caudle Cayton Barnett **Mitchell Ferrel** Mario Reyes



Business of the City Council City of Sweeny, Texas

Patrol Officer / Warrant Officer	Erica Harris
Patrol Officer (New Hire)	Joseph Burt
Patrol Officer	Darius Woodard-Smith
Patrol Officer	Emilio Peña
Patrol Officer	Dustin Walters
PD Office Manager	Jessica Bailey
Animal Control Officer / Code Enforcement Officer	Rodger Larsen

Water Plant Operator and Wastewater Plant Operator jobs are posted on the City website.

Recommended Action

Information only; no recommended action.

April Major Projects Updates

Ave Sewer: As of today, the Contractor is still ahead of schedule. Construction and sewer services are completed from the starting point near the plant to Stockman Street. This is almost the halfway point on the sewer side of the project. Again, once the sewer is complete, they will start on the water line from Main Street to Frances St.

Main Street Water: All of the main lines have been installed and are in service. We have located 2 connections to the old system that were left out of the project that the contractor is waiting on materials to complete. I have a meeting with them today to determine the asphalt patching and sidewalk repairs. Once those items are complete, our staff will perform a final walk through for a punch list of items to complete the project totally.

Gas Update: I have met with another contractor this week to determine a cost to install the pipe we have on hand and also the 8% needed for this year.

In addition to this I have been updating the Operations, Maintenance, and Emergency Manual that has been requested by the RailRoad Commission.

Side Walks: Met with Brazoria County staff to look at the walking track in the 2 parks. The agree that an overlay of asphalt will correct the issue without having to perform a total rebuild. The issue they have is their new laydown machine will not close up enough to perform that narrow of a job. Jason is checking to see if any of the other precincts have a smaller machine that may be used.

Animal Shelter: Staff will be removing a couple of dead trees and preparing the dirt pad this week. I held up on moving forward with this

project until I was certain all the agreements were finalized. I have spoken with Stewart Builders and he is ready to start once we give him the go ahead.



CITY OF SWEENY

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

Item 9.

Public Works Critical Equipment Report

Council Regular Session April 15, 2025

Update on the following Lift Stations:	FM 1459
	FM 524
	San Bernard

Attached are the quotes to get them back up and running to fully be operational. I broke down the list too put focus on lift stations first. Now I will be working on quotes for the sewer plant electrical, chlorine contact chamber, and the clarifier west.

Hahn Equipment Co., Inc.

5636 KANSAS • HOUSTON, TX 77007 • PHONE # 713-868-3255 • FAX # 868-9725

ATTN:Tex BellCOMPANY:City of SweenyFROM:Bobby Bruce

QUOTE #: <u>22283</u> RE #: <u>1459 Lift Station</u> DATE: <u>April 7, 2025</u>

HAHN EQUIPMENT CO., INC., is pleased to submit to City of Sweeny the following proposal for pumping equipment services:

(1) Flygt MP3069 Submersible Grinder Pump w/ Installation

- 2" Discharge, 460Volt, 3 Phase
- Adaptive, Hard Iron, N Impeller, Non-Clog Design
- Heavy Duty Shredding Applications

(8) HEC Service at \$128.00 per Hour.

TOTAL FOR THE ABOVE-LISTED EQUIPMENT: \$4,788.00

F.O.B.: Houston, Texas. Prices are quoted as good for thirty (30) days and are exclusive of any applicable taxes or duties.

SHIPMENT: Estimated delivery is 6 - 8 weeks after receipt of written purchase order and approval drawings, unless other delivery requirements are agreed upon in writing. TERMS OF PAYMENT: Net 30 from the date of the invoice.

CONTRACT CONDITIONS: Conditions outlined in the Company's standard general condition form, which is enclosed with this proposal, shall apply to and constitute a part of this proposal.

Sincerely, HAHN EQUIPMENT CO., INC.

Bobby Bruce Bobby Bruce

Sales Representative

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DATE:

We request this equipment available for delivery:

Item 9.

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- II. WARRANTY As the distributor for various manufacturers, the Seller is dependent upon representation and promises made by these manufacturers as to quality of material, performance data, and delivery schedules. The Seller will pass on to the Purchaser warranties, which may be available from the manufacturer of the products, involved. In addition to any applicable warranties that may be passed on to the Purchaser, the Seller will warrant items of original manufacture of the seller for six (6) months after date of shipment against defects in material and workmanship. All warranty claims must be maid in a timely fashion by written notice to the Seller and the Seller or manufacturer involved shall have the option of requiring the return of the defective part, transportation prepaid to establish the claim. The Seller shall not be held liable for damages or delay caused by defects. The Seller's liability to the Purchaser except as to title, arising out of the supplying of the said equipment, or its use, whether based upon warranty, contract or negligence, shall not in any case exceed the cost of correcting defects in the equipment as herein provided and upon the expiration of the warranty period, all such liability shall terminate. The Seller shall not in any event be held liable for any special, indirect or consequential damages.
- III. **TITLE** The Seller will deliver the equipment F.O.B. cars or trucks at point of shipment and such delivery will constitute delivery to the Purchaser. Title and risk of loss of the equipment shall pass to the Purchaser at this point.
- IV. INSURANCE The Purchaser shall bear all risk of loss or damage to the machinery after delivery and shall provide and maintain adequate insurance against loss or damage by fire or other causes to the machinery during the time between delivery and final payment in an amount fully protecting the Seller. Loss or damage by fire or other causes within such period shall not relieve the Purchaser from his obligation to pay the purchase price in full.
- V. TERMS Terms are net cash upon shipment or notification that we are ready to ship. Prorata payments shall become due and payable as partial shipments are made hereunder. Payment within thirty (30) days will be considered the same as cash pending approval of credit. These terms apply to partial as well as complete shipments. On orders over \$50,000.00 or as specifically stated on our proposal, special payment terms may be required. These terms are normally included with our proposal and are as stated in the Terms & Conditions form of the manufacturer involved. There is no cash discount given for cash or prompt payment unless specifically agreed upon in writing.
- VI. **TAXES** The Purchaser shall pay to the Seller, in addition to the purchase price, the amount of all sales, use, privilege occupation, excise or other taxes, federal, state, local, or foreign which the Seller is required to pay in connection with furnishing goods or services to the Purchaser.
- VII. FREIGHT Unless otherwise agreed upon in writing, all equipment is quoted F.O.B. shipping point. The Purchaser shall pay to the Seller in addition to the purchase price, freight charges, which may be required in shipping the equipment from the point of manufacture or storage to the Purchaser's plant. If freight charges are included in the quotation, then the Purchaser shall pay to the Seller, in addition to the purchase price, any amount by which transportation charges may be increased, either by reason of increased transportation rates or because of a change in the method of transportation.
- VIII. **PRICE AND ADJUSTMENT** The following clauses are applicable to the extent they are referred to elsewhere in this proposal. Selection of price adjustment clause is based upon the proposed shipping date for the equipment offered.
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- IX. **SHIPPING DATES** The time for shipment given herein is approximate and is estimated from the date of receipt of order with complete manufacturing information and approval of drawings as may be necessary. The Seller relies upon the information supplied by various manufacturers and will endeavor to maintain quoted shipment times but the Seller will not be liable for any for any special, indirect or consequential damages arising from delay in shipment, irrespective of the reason therefore.
- X. CANCELLATION The Purchaser may cancel his order only upon written notice and payment to the Seller of reasonable and proper cancellation charges including administrative and engineering expense and loss of profits.
- XI. **RESTOCKING** No merchandise may be returned to the Seller without its written consent and shipping instructions being first obtained. Restocking charges will be provided upon request for the particular item involved and will be as determined by the equipment manufacturer.

5636 KANSAS • HOUSTON, TX 77007 • PHONE # 713-868-3255 • FAX # 868-9725

ATTN: Tex Bell COMPANY: City of Sweeny FROM: **Bobby Bruce**

QUOTE #: 22282 RE #: St Bernard Lift Station DATE: April 7, 2025

HAHN EQUIPMENT CO., INC., is pleased to submit to City of Sweeny the following proposal for pumping equipment services:

Option A: Flygt Submersible Option w/ Installation

- (1) Flygt NP3102. 4" Discharge, Electric Submersible Pump, 460Volt, 3 Phase - Adaptive, Hard Iron, N Impeller
- (8) HEC Service at \$128.00 per Hour.

TOTAL FOR THE ABOVE-LISTED EQUIPMENT (OPT A): \$14,514

Option B: Self Priming Option w/ Installation

- (1) GR T4 replacement pump with Mosher Flo TSX4
- (1) 7.5HP TEFC motor
- (8) HEC Service at \$128.00 per Hour.

TOTAL FOR THE ABOVE-LISTED EQUIPMENT (OPT B): \$10,538

F.O.B.: Houston, Texas. Prices are quoted as good for thirty (30) days and are exclusive of any applicable taxes or duties.

SHIPMENT: Estimated delivery is 6 - 8 weeks after receipt of written purchase order and approval drawings, unless other delivery requirements are agreed upon in writing. TERMS OF PAYMENT: Net 30 from the date of the invoice.

CONTRACT CONDITIONS: Conditions outlined in the Company's standard general condition form, which is enclosed with this proposal, shall apply to and constitute a part of this proposal.

> Sincerely, HAHN ÉQUIPMENT CO., INC.

Bobby Bruce Bobby Bruce

Sales Representative

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- II. WARRANTY As the distributor for various manufacturers, the Seller is dependent upon representation and promises made by these manufacturers as to quality of material, performance data, and delivery schedules. The Seller will pass on to the Purchaser warranties, which may be available from the manufacturer of the products, involved. In addition to any applicable warranties that may be passed on to the Purchaser, the Seller will warrant items of original manufacture of the seller for six (6) months after date of shipment against defects in material and workmanship. All warranty claims must be maid in a timely fashion by written notice to the Seller and the Seller or manufacturer involved shall have the option of requiring the return of the defective part, transportation prepaid to establish the claim. The Seller shall not be held liable for damages or delay caused by defects. The Seller's liability to the Purchaser except as to title, arising out of the supplying of the said equipment, or its use, whether based upon warranty, contract or negligence, shall not in any case exceed the cost of correcting defects in the equipment as herein provided and upon the expiration of the warranty period, all such liability shall terminate. The Seller shall not in any event be held liable for any special, indirect or consequential damages.
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Hahn Equipment Co., Inc.

5636 KANSAS • HOUSTON, TX 77007 • PHONE # 713-868-3255 • FAX # 868-9725

ATTN:Tex BellCOMPANY:City of SweenyFROM:Bobby Bruce

QUOTE #: <u>22284</u> RE #: <u>524 Lift Station</u> DATE: <u>April 7, 2025</u>

HAHN EQUIPMENT CO., INC., is pleased to submit to City of Sweeny the following proposal for pumping equipment services:

(1) Flygt MP3069 Submersible Grinder Pump w/ Installation

- 2" Discharge, 460Volt, 3 Phase
- Adaptive, Hard Iron, N Impeller, Non-Clog Design
- Heavy Duty Shredding Applications

(8) HEC Service at \$128.00 per Hour.

TOTAL FOR THE ABOVE-LISTED EQUIPMENT: \$4,788.00

F.O.B.: Houston, Texas. Prices are quoted as good for thirty (30) days and are exclusive of any applicable taxes or duties.

SHIPMENT: Estimated delivery is 6 - 8 weeks after receipt of written purchase order and approval drawings, unless other delivery requirements are agreed upon in writing. TERMS OF PAYMENT: Net 30 from the date of the invoice.

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BRAZORIA COUNTY SEPTIC SERVICE

P.O. BOX 727 CLUTE, TX 77531



DATE	ESTIMATE NO.
4/9/2025	1683

NAME / ADDRESS

City of Sweeny P.O. Box 248 Sweeny TX 77480

DESCRIPTION	QTY	COST	TOTAL
Pump Septic - Lift Station @ Powell St.	300	0.66667	200.00
Pump Septic - Lift Station @ Azalea St.	300	0.66667	200.00
Pump Septic - Lift Station @ Pecan St.	300	0.66667	200.00
Pump Septic - Lift Station @ Cedar St.	300	0.66667	200.00
Pump Septic - Lift Station @ FM 1459	300	0.66667	200.00
Pump Septic - Lift Station @ FM 524	300	0.66667	200.00
Total Estimated gallons = 1,800 gallons If the total gallons pumped out exceeds the estimate amount we will charge \$0.50 per gallon for every gallon after 1,800.		0.00	0.00
		TOTAL	\$1,200.00

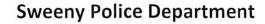


Business of the City Council City of Sweeny, Texas

Meeting Date	04/15/2025	Agenda Items	
Approved by City Manager		Presenter(s)	Department Heads
Reviewed by City Attorney		Department	
Subject	FY 24/25 2nd Quarter Departmental Reports spanning January 01 - March 31; Police Department, Public Works, City Secretary, Fire Department, SEDC		

Departmental Reports Attached

Police Department, Animal Control, & Code Enforcement Public Works City Secretary, Developmental Services, & Municipal Court Fire Department Sweeny Economic Development Corporation





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



Item 10.

SWEENY POLICE DEPARTMENT QUARTERLY ACTIVITY SUMMARY

January 1, 2025 - March 31, 2025

<u>ACTIVITY</u>

CALLS FOR SERVICE	698
AGENCY ASSIST	
CASES	60
TRAFFIC CITATIONS	64
TRAFFIC WARNINGS	236
TRAFFIC CRASHES	7
ARRESTS	24
MILEAGE	13806

CRIMINAL INVESTIGATIONS

FELONY2CLEARED CASES9REPORT ONLY (DOA NATURAL)2CASES DIRECT FILED2CAC INTERVIEWS1CALL OUTS22Miscellaneous44INTERNAL AFFAIRS1	2
USE OF FORCE 2	!
PURSUIT 0)
COMPLAINT AGAINST OFFICER/EMPLOYEE 0)
OFFICER INJURED 0	ĺ
OFFICER KILLED 0)
OFFICER-INVOLVED SHOOTING 0	

Investigations Miscellaneous- Court Security, background checks, BCSO, DA's Office, Training, covering shift, subpoenas, golf cart inspections,

K9 Officer Mario Reyes

3 Month Stat Sheet

01/01/2025-03/31/2025

- Total Traffic Stops 62
- Total arrests made 6
- Total arrests made by traffic stops 3
- Total DWI arrests 1
- Total traffic narcotic arrests 1
- Total Warrant arrests made from traffic stops 0
- Total non-traffic arrests 3
- Total K9 Deployments 1
- Total K9 contributing arrests 1
- Total K9 Agency Assist- 1
- Total number of incident reports- 23

K9 Officer Mario Reyes

3 Month K9 Narcotic Weight Stat Sheet

01/01/2025-03/31/2025

- Methamphetamine-2.4 grams
- Xanax-4.0 grams
- Marijuana-8.2 grams

K9 Corporal M. Ferrel

3 Month Stat Sheet

01/01/2025-03/31/2025

- Total Traffic Stops 102
- Total arrests made 11
- Total arrests made from traffic stops 10
- Total DWI arrests 1
- Total traffic narcotic arrests 5
- Total Warrant arrests made from traffic stops 3
- Total non-traffic arrests 1
- Total K9 Deployments 2
- Total K9 contributing arrests 2
- Total number of incident reports- 15

K9 Corporal M. Ferrel

3 Month K9 Narcotic Weight Stat Sheet

01/01/2025-03/31/2025

- Methamphetamine- 5.4 grams
- Crack/Cocaine- 2.5 grams
- Marijuana- 13.8 grams
- Xanax-2.8 grams



Sweeny Police Department

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



<u>Quarterly Humane Report</u> 01/2025 – 03/2025

Animal Control Officer Rodger Larsen

Dog Calls- 105 Dogs Picked up by ACO- 10 Dogs Adopted- 5 Dogs Returned to Owner(s)- 5 Dogs that went to Rescue Shelters- 5 Dogs Euthanized- 0 Dogs in Animal Shelter- 3

Cat Calls- 10 Cats Picked up by ACO- 6 Cats Adopted- 4 Cats Returned to Owner(s)- 0 Cats that went to Rescue Shelters- 2 Cats Euthanized- 0 Cats in Animal Shelter- 0

Miscellaneous Calls- 115 Call Outs- 5 Dog Bite Report/Follow-up- 2 Animal Cruelty Case- 0

TRAINING

Brad Caudle Chief of Police Sweeny Police Department Email: bbcaudle@sweenytx.gov

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Sweeny Police Department

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



<u>Code Enforcement Quarterly Report</u> 01/2025-03/2025

Code Enforcement

Cases Started

Tall Grass- 7 Junk Yards- 1 Unsafe Structures- 1 Junk Vehicle- 0 Trash/Rubbish/Debree- 0

Total Cases- 12 Certified Letters Sent- 15

Cases Closed

Tall Grass- 5 Unsafe Structure- 3 Abandoned Sign- 0 Junk Yard- 1

Brad Caudle Chief of Police Sweeny Police Department Email: bbcaudle@sweenytx.gov

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CITY OF SWEENY

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

Quarterly Update

Water. (23) water leaks Seven of them were made and fixed by contractor company

Gas. (8) Gas leak callout which all of them were repaired

Streets. Approximately. (15(potholes were fix with gravel or asphalt

Sewer. (13) sewer stops that were cleaned out with Jeter machine

Dirty water. (7) dirty water call outs

Permits. (18) permits that have been completed

CITY OF SWEENY



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

CITY SECRETARY

2nd Quarter FY 24/25; Spanning January – March 31, 2025

COUNCIL ITEMS

Council Meeting Agendas, AgMemos, Packets, Minutes	4	
Ordinances passed	4	
Resolutions passed	2	
Proclamations/Certificates Generated	5	
Fee Schedule Updated; Reflective Online		
BCCA Held 02/19/2025; Setup, Completion, Invoicing, & Receivables		

GRANT &/OR REIMBURSEMENT OPPORTUNITIES

TDEM Cost Overrun Submitted; TDEM Quarterly Reporting; Closeout Started
FEMA Site Inspections Completed; FEMA & TDEM; structures claimed
Hurricane Beryl FEMA Submittals & Meetings Biweekly
ARPA SLFR Webinar
CDBG Cancellation of Pecan Street Project Generated/Completed
Grantworks Pre GLO Audit Completed onsite–Ave A Project
GLO Audit Completed- Ave A Project

ELECTIONS

Applications Generated, Accepted, Posted, Notices Completed—Full Process GENERAL ELECTION is 05/03/2025

OTHER ITEMS

Public Information Requests Completed	17
General Deposits Completed	7
Employee Evaluations Completed	
Release of Lien Completed/ Filed with County Clerk's Office	
Btel Internet and Phones Switchover was completed	
Application submitted to TxDot for the Parade Permit, Pride Day	

COMMUNICATIONS

CTY & FB Notifications Completed	20/41
Website Updates Completed: Changes, Additions, Replacements of Files,	
Calendar Updates, Newsfeeds, Posting Requirements, Etc.	
Boil Water Notice/Rescind & Public Notifications completed, TCEQ submittals	

DEVELOPMENTAL SERVICES

Permits Issued	86
Total Fees Collected for Permitting- (Report Attached)	\$15,365.64
Licensed Inspections Completed	33
In house Inspections Completed by COS	57
Commercial Projects in Progress	4
Residential New Construction in Progress (ground up)	9
Pre Development Meetings	4
Updated Permitting Fees pursuant to recently adopted fee schedule-	
Paper permit apps updated; Computer application updated to reflect, &	
Replacements completed online of newly updated applications on website	



Item 10.

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

MUNICIPAL COURT	
Tickets Processed	89
Number of Payments Received	109
Warrants Recalled	43
Warrants Issued	49
Cases Closed; Normal Operations	163
Cases Closed due to Retention Purge	39
Fotal Amount Collected	\$21,072.04
Fotal Amount Retained by the City of the Collected this Quarter	\$11,949.51
nitial Appearance Hearings	6
Show Cause Hearings	3
Pre Trial Hearings	1
Court Security Meeting Held 03/31/2025 Jointly with Judge, PD, Prosecutor Fine amounts updated pursuant to Judges' approval after recent in-house Retention Purge- Final Phase in Progress, to be completed next quarter; C to Incode Collections Audit & meeting with Perdue Brandon Completed	audit completed

GENERAL RENTALS

Community Center Rentals	14
Locks re-keyed at the Community Center/ Meeting Room	
Seniors Building Annual Renters Utilizing the Center (not including Actions)	7
Meeting with Actions; Attendance had declined	

BRAZORIA COUNTY ESD #2: Sweeny F&R

01/01/2025 - 03/31/2025 (90 Days)

٩	57 INCIDENTS		10 events	2	22 Personnel
2	3 1 PERSON RESPONSES		O NO RESPONSE	9	0 DISPATCH ERRORS
E	O INCOMPLETE REPORTS OLDEST REPORT: N/A	E	6 MISSING REPORTS OLDEST REPORT: 137 DAYS	Õ	600 Man Hours

BRAZORIA COUNTY ESD #2: Sweeny F&R

01/01/2025 - 03/31/2025 (90 Days)

Breakdown by Incident Category

Incident Category	# Incidents	% of Total
Fire	15	27.77%
Accident	14	25.92%
HazMat	11	20.37%
Canceled	5	9.25%
Medical	4	7.4%
Utility Problem	3	5.55%
Alarm	1	1.85%
Bomb/Arson Threat	1	1.85%
Total	54	100%

Detailed Breakdown by Incident Type

Incident Type	# Incidents	% of Total
Aircraft standby	11	20.37%
Arcing, shorted electrical equipment	2	3.7%
Bomb scare - no bomb	1	1.85%
Brush or brush-and-grass mixture fire	4	7.4%
Building fire	1	1.85%
Chimney or flue fire, confined to chimney or flue	1	1.85%
Dispatched & canceled en route	5	9.25%
False alarm or false call, other	1	1.85%

Fire, other	2	3.7% Item 10
Forest, woods or wildland fire	2	3.7%
Gas leak (natural gas or LPG)	11	20.37%
Grass fire	2	3.7%
Medical assist, assist EMS crew	4	7.4%
Motor vehicle accident with injuries	2	3.7%
Motor vehicle accident with no injuries	1	1.85%
Outside rubbish fire, other	1	1.85%
Outside rubbish, trash or waste fire	1	1.85%
Passenger vehicle fire	1	1.85%
Power line down	1	1.85%
Total	54	100%





Executive Director's

The following is a general summary of my activity. January

Administration: Continue working from home. Brittanie and I have been working on cleaning up QuickBooks. Getting ready for the audit that goes along with the city audit. The Performance Agreement for Equipment Share has been sent to them for review. Jenny and Shaun completed the PowerClerk application.

Networking/Meetings: Spoke with Dwain from Stewart's about their performance agreement – they are getting the information together. I will follow up next week. I met with Dwain and Nina and walked Stewart's building and discussed many options. Primarily a grocery store. I spoke with Mr. Witten, the person handling the old Dollar General building. Hart's Automotive has completed their work (Block Grant). Working with the Chamber to have a Grand Opening.

Industrial Park: Waiting on the PowerClerk application – it is being reviewed to complete the electricity. David Jordan submitted a list of items to be completed an estimate of costs.

Business Improvement/Incentive Applications/Block Grant:

Hart's Automotive has completed their work (Block Grant). Working with the Chamber to have a Grand Opening

The following is a general summary of my activity. February

Administration: Continue working from home. Continue to work on QuickBooks. I have gotten the NOW account and Money market account corrected. I am working on the TexPool account. I have gotten information on several empty buildings in Sweeny and working on trying to get them on the EDC website.

Networking/Meetings: Working with students for another EDC Newsletter. Met with TNMP to go over what is needed at the industrial park. Met with several realtors about empty buildings in Sweeny and have the information to be put on our website. Attended the ribbon cutting for Hart's Automotive. Working with the bank to get new signatures taken care of. Emails with Doug Colvin, attorney concerning Flash Fitness.

Industrial Park: Working with Stark on getting all his paperwork together. Working on deed of trust for his 2 acres.

Business Improvement/Incentive Applications/Block Grant:

The following is a general summary of my activity. March

Administration: Continue working from home. Continue to work on QuickBooks Got information about available building on EDC page. Exchanged emails with Doug Colvin, Attorney about Flash Fitness. Exchanged emails with David Jordan, City manager about clean up of the industrial park. Exchanged emails with Bladimir Lopez, he is interested in investing in Sweeny. Attempted to communicate with owners of Absolute Fitness. Researched bylaws from other EDC's to amend Sweeny EDC bylaws for changes. Worked on Quarterly information for Council.

Networking/Meetings: Met with Nina Christie, Alford Realty, someone contacted me wanting property for an RV park. Contacted by Betty Russo, Community Relations with the Governor's office, she wants to come for a visit. Met with David, City Manager and Kaydi, City Secretary to discuss EDC and industrial park. Met with Patti, Debbie, Gabe and Kenzie from the Brazoria County Alliance, we discussed the available properties in Sweeny and the importance of needing a grocery store and a pharmacy.

Industrial Park: Update on Stark Inc. – loan approved to begin his building. Working on building pad and brought in crushed materials. Update on Trilogy Resources – They have met with David and Devin via phone calls to ensure they are getting everything required. They made some adjustments to their plans to meet those requirements and are waiting to receive the final drawings back. They have sent preliminary drawings out for bids and are waiting to hear back from those vendors. Their only delays are they are at the mercy of the vendors for when they can get the final bids back and their lead times for building erection. All have been informed they are ready to move as quickly as possible.

Received the bid back from TNMP for the electricity expansion at the industrial park.

Business Improvement/Incentive Applications/Block Grant:

No new grants

Sweeny Economic Development Corporation

Profit and Loss

February 10 - March 7, 2025

	TOTAL
Income	
Bank Interest	0.54
Sales Tax Income	20,363.24
Total Income	\$20,363.78
GROSS PROFIT	\$20,363.78
Expenses	
Admin. Expense	
Office Supplies	243.98
Rent	140.00
Total Admin. Expense	383.98
Loan Interest Expense	3,646.32
Payroll Expenses	
Taxes	128.80
Wages	1,683.49
Total Payroll Expenses	1,812.29
Projects	
Block Grant - Harts Automotive	9,999.99
Total Projects	9,999.99
Total Expenses	\$15,842.58
NET OPERATING INCOME	\$4,521.20
NET INCOME	\$4,521.20

Sweeny Economic Development Corporation Balance Sheet

As of March 7, 2025

	То	tal
ASSETS		
Current Assets		
Money Market Acct #1038451		10,507.61
Now Acct. #1038478		41,851.40
TexPool		196,138.12
Total Bank Accounts	\$	248,497.13
Accounts Receivable	1 Alund	7
Loan	Elvira Alvere	8,325.00
Total Other Current Assets	\$ Outstandin	8,325.00
Fixed Assets	Gran	+
Industrial Park Property		1,409,473.67
Phase I		221,145.32
Phase II		112,325.67
Phase III		98,321.12
Phase IV		23,125.20
Total Industrial Park Property	\$	1,864,390.98
Total Fixed Assets	\$	1,864,390.98
TOTAL ASSETS	\$	2,121,213.11
LIABILITIES AND EQUITY		
Liabilities		
Payroll Liabilities		9,173.00
Federal Taxes (941/943/944)		2,495.94
Medical		2,170.85
Total Payroll Liabilities	\$	13,839.79
Total Other Current Liabilities	\$	13,839.79
Total Current Liabilities	\$	13,839.79
Long-Term Liabilities		
Southside Bank Loan		765,151.18
Total Long-Term Liabilities	\$	765,151.18
Total Liabilities	\$	778,990.97
Equity		
Opening Bal Equity		9,990.00
Retained Earnings		1,293,785.93
Net Income		38,446.21
Total Equity	\$	1,342,222.14
TOTAL LIABILITIES AND EQUITY	\$	2,121,213.11

Sweeny Economic Development Corporation

Profit and Loss

January 10 - February 10, 2025

	TOTAL
Income	AN 1994 BELLING & CONTRACTOR OF A CONTRACTOR A
Bank Interest	0.47
Sales Tax Income	15,067.48
Total Income	\$15,067.95
GROSS PROFIT	\$15,067.95
Expenses	
Admin. Expense	
Office Supplies	320.17
Phone/Internet	165.04
Rent	140.00
Total Admin. Expense	625.21
Loan Interest Expense	3,652.60
Payroll Expenses	
Taxes	138.56
Wages	1,811.35
Total Payroll Expenses	1,949.91
Total Expenses	\$6,227.72
NET OPERATING INCOME	\$8,840.23
NET INCOME	\$8,840.23

Sweeny Economic Development Corporation Balance Sheet

1

As of February 7, 2025

	Total	
ASSETS		20
Current Assets		
Bank Accounts		
Money Market Acct #1038451		507.92
Now Acct. #1038478		34,791.83
TexPool		196,114.52
Total Bank Accounts	\$	231,414.27
Other Current Assets		, kullanderske sene son en områnderske
Loan	Elvira Aldriez	8,325.00
Total Other Current Assets	\$ BitchGrant	8,325.00
Total Current Assets	\$	239,739.27
Fixed Assets		
Industrial Park Property		1,409,473.67
Phase I		221,145.32
Phase II		112,325.67
Phase III		98,321.12
Phase IV		23,125.20
Total Industrial Park Property	\$	1,864,390.98
Total Fixed Assets	\$	1,864,390.98
TOTAL ASSETS	\$	2,104,130.25
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Other Current Liabilities		
Payroll Liabilities		9,173.00
Federal Taxes (941/943/944)		-5,485.20
Medical		2,170.85
Total Payroll Liabilities	\$	5,858.65
Total Other Current Liabilities	\$	5,858.65
Total Current Liabilities	\$	5,858.65
Long-Term Liabilities		
Southside Bank Loan		766,497.49
Total Long-Term Liabilities	\$	766,497.49
Total Liabilities	\$	772,356.14
Equity		
Opening Bal Equity		9,990.00
Retained Earnings		1,287,482.73
Net Income		34,301.38
Total Equity	\$	1,331,774.11
TOTAL LIABILITIES AND EQUITY	\$	2,104,130.25

Sweeny Economic Development Corporation

Profit and Loss

December 6, 2024 - January 10, 2025

	TOTAL
Income	
Bank Interest	757.51
Sales Tax Income	11,769.79
Total Income	\$12,527.30
GROSS PROFIT	\$12,527.30
Expenses	
Admin. Expense	
Legal Services Fees	400.00
Medical Insurance	222.47
Office Supplies	242.09
Rent	140.00
Total Admin. Expense	1,004.56
Industrial Park Mowing	2,150.00
Loan Interest Expense	3,658.86
Payroll Expenses	
Taxes	133.67
Wages	1,747.42
Total Payroll Expenses	1,881.09
Total Expenses	\$8,694.51
NET OPERATING INCOME	\$3,832.79
NET INCOME	\$3,832.79

Sweeny Economic Development Corporation

Balance Sheet

As of January 12, 2025

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Money Market Acct #1038451	\$500.54 439.08
Now Acct. #1038478	\$27,174.97 86,923. <mark>7</mark> 1
Petty Cash	3.26
TexPool	196,114.52
Total Bank Accounts	\$223,793.29 \$283,480.57
Other Current Assets	
Loan Elvira Alvarez - Block Grent	8,325.00
Total Other Current Assets	\$8,325.00
Total Current Assets	\$232,118.29 \$291,805.57
Fixed Assets	
Industrial Park Property	1,409,473.67
Phase I	221,145.32
Phase II	112,325.67
Phase III	98,321.12
Phase IV	23,125.20
Total Industrial Park Property	1,864,390.98
Total Fixed Assets	\$1,864,390.98
TOTAL ASSETS	\$2,096,509.27 \$2,156,196.55
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Payroll Liabilities	9,131.00
Federal Taxes (941/943/944)	-5,485.20
Medical	2,092.07
Total Payroll Liabilities	5,737.87
Total Other Current Liabilities	\$5,737.87
Total Current Liabilities	\$5,737.87
Long-Term Liabilities	
Southside Bank Loan	767,837.05
Total Long-Term Liabilities	\$767,837.05
Total Liabilities	\$773,574.92
Equity	
Opening Bal Equity	9,990.00
Retained Earnings	1,347,170.88
Net Income	25,460.75
Total Equity	\$1,382,621.63



AGENDA MEMO

Business of the City Council City of Sweeny, Texas

Meeting Date	04/15/2025	Agenda Items	
Approved by City Manager		Presenter(s)	Jorden Rollins, CPA – KM&L
Reviewed by City Attorney		Department	Finance Department
Subject	Presentation, discussion and possible action to accept the Fiscal Year 2023-2024 annual financial audit.		
Council Strategic Goals	 Government Sustainability: Protect City's Financial Integrity Ensure Government Transparency 		
Attachments / Supporting documents	Official, bound copies will be distributed in person at the meeting		
Financial Information	Expenditure Required:N/AAmount Budgeted:N/AAccount Number:Additional Appropriation Required:Additional Account Number:Image: Count Account Number:		-

Executive Summary

Jorden Rollins of KM&L will present the annual financial audit and issued auditor opinion for Fiscal Year 2023-2024.

Recommended Action

Staff recommends acceptance.



AGENDA MEMO

Business of the City Council City of Sweeny, Texas

Meeting Date	04/15/2025	Agenda Item		
Approved by City Manager		Presenter(s)		
Reviewed by City Attorney		Department	Developmental Services	
Subject	Discussion and possible action to requested variances at 906 N Main, Ordinance §156.018 A(4)(d) for illuminated signage & §156.018 A(1)(a) for size of signage allowance; O'Reilly Auto Parts			
Attachments	Variance Request with Supporting Information, Signage Drawing			
	Expenditure Required	d:	-	
Financial	Amount Budgeted: -			
Information	Account Number:	t Number: -		
	Additional Appropria	tion Required:	-	
	Additional Account N	lumber:	-	

Executive Summary

Contractors for O'Reilly Auto Parts are proposing plans for lighted signage to be adhered to the structure. Signage requires two variances: variance to the size at it exceeds the allowable size & for illumination as it would face towards residential property.

Requestor is additionally requesting a variance to exceed the allowable size of commercial signage to be adhered to the building; with an overall square footage of 59.09 sq. ft.

Signage depicted in attached shows the proposed internally illuminated signage facing residential property in the near vicinity; 802 Texas and 807 Main. However, all of Main Street is zoned Commercial C1. Chapter 156 of the City's Code of Ordinances states illuminated signs may not be installed **facing** adjacent or adjoining residential areas.

§ 156.018 SIGNS REQUIRING A PERMIT.

The following signs shall require a permit, issued prior to construction:

- (A) Signs on property in other than residential areas.
- (1) *Single commercial building.* Signs shall be permitted as follows:
 - (a) Attached or painted onto each side of a building. No single sign may be larger than 32 square feet.
 - (b) One tree standing sign not larger than 24 square feet or taller than ten feet.
 - (c) One projecting sign not to exceed 12 square feet.
 - (d) The aggregate of all signs may not exceed 80 square feet.
- (2) Commercial complex. Signs shall be permitted as follows:
- (a) One free standing sign not larger than 64 square feet or taller than 12 feet.

1. A commercial complex with a land area of two acres or more may have one freestanding sign along each street which borders the complex for a distance of 200 feet.

2. If the structure of a free standing sign contains or supports more than one sign, then each sign shall be of the same construction, coloring, design, and style.

(b) Signs housed in the complex not to exceed 50% of the front wall space.

(3) *Flags.* No flagpole may be higher than 20 feet or extend beyond the maximum allowable building height limit as established in the city building regulations, whichever is shorter. At any establishment, the entire area of all flags shall be counted toward the aggregate for signs on the premises. Flags may only be illuminated in compliance with this chapter.

(4) Illuminated signs.



AGENDA MEMO

Business of the City Council City of Sweeny, Texas

(a) Neon signs are prohibited except for signs no greater than 4.5 square feet located on or inside of a window of an establishment. No more than two such signs are permitted per business.

(b) No sign shall be lighted to such intensity or in such a manner as to cause glare or brightness to a degree that it constitutes a traffic hazard. Any such sign shall constitute a nuisance.

(c) Signs may not be illuminated by mercury arc or mercury vapor light sources.

(d) Illuminated signs may not be installed facing adjacent or adjoining residential areas.

§ 156.046 VARIANCES; City of Sweeny Ordinance

(A) Application and fee required. A variance is written approval to depart from the strict application of the provisions of this chapter. Any person, business or other organization desiring to continue to construct, reconstruct, place, install, repair, maintain, relocate, alter or use any sign which does not conform to the provisions of this article may make application to the City Council for a variance to the provisions of this subchapter. The application shall be filed with the City Manager, accompanied by the appropriate fees established by the city, which are set out in the city's fee schedule for each application for variance.

(B) *Standards for variances.* The City Council may approve a variance only if it makes affirmative findings, reflected in the minutes of the City Council's proceedings, as to all of the followings:

(1) The variance will not authorize a type of sign which is specifically prohibited by this subchapter;

(2) The variance is not contrary to the goals and objectives outlined by the City of Sweeny's comprehensive plan;

(3) The variance is not contrary to the public interest; and

(4) Due to special conditions, a literal enforcement of the ordinance would result in unnecessary hardship. Ordinarily, hardship that is self-induced or that is common to other similarly classified properties will not satisfy this requirement. Financial or economic hardship alone will not ordinarily satisfy this requirement.

(5) The spirit and purpose of the ordinance will be observed, and substantial justice will be done.

(C) Conditions of variances. The City Council may impose such conditions or requirements in a variance as are necessary in the City Council's judgment to achieve the fundamental purposes of this article. A violation of such conditions or requirements shall constitute a violation of this subchapter. A variance, if granted, shall be for a specific event, use or other application of a business and shall not continue with the property. If a variance is granted and the activity authorized is not substantially underway within six months of the date of approval of the variance, the variance shall lapse and become of no force or effect.

Recommended Action

Council Discretion:

If approving, Council must make affirmative findings per §156.046(B) to be stated in the motion.—see below.

SEE ABOVE FOR FULL STANDARDS OF VARIANCES §156.046

Council may **only** approve if it makes affirmative findings reflected in the minutes as to all the following:

-it will not authorize a type of sign which is specifically prohibited by this subchapter

- is not contrary to the goals and objectives outlined by the City's comprehensive plan

-is not contrary to the public interest

-due to special conditions a literal enforcement of the ordinance would result in unnecessary hardship

-the spirit and purpose of the ordinance will be observed, and substantial justice will be done.

CITY OF SWEENY

Rev. 0 (4/2/2020)

Sweeny Crry Write

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

Ordinance Variance Request Application & Re-plats

Please	complete ea	ch field. Inc	omplete applications will not be accepted.
TYPE O	F APPLICATI	ON:	
\checkmark	Variance	To Ordinan	ce No. & Name <u>§ 156.018 A 4d</u>
	Would follo	wing above	ordinance create a hardship and why?
	Yes due to the setba	acks and side entrance	of to the building an illuminated sign would provide better visibility along Main Street
	Re-Plat	Type:	
PROJEC	INFORMATI	ON:	Project Name/Owners Name: O'Reilly Auto Parts
	Residential		Brazoria County Appraisal District Property ID # 2593 26
\checkmark	Commercial		Project Address/Location: 9 06 N Main Street
	Food Unit		Subdivision: \$8089 - SID TRS A-B-D-E-H (A0079 KE No. of Lots: 1
			Total Acreage &/or Square Footage:
Brie	f Description	of Property 8	& Reason for Proposed Request

Brief Description of Property & Reason for Proposed Request: Installation of One (1) illuminated wall sign on the front elevation of the building

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. All requests must be received by the 10th business day of the month in order to be placed on the same month's agenda, pending the reviewal process stated above.

PROPERTY OWNER'S INFORMATION:



APPLICANT OR AGENT'S INFORMATION:

Name: Jennifer Ronneburger

**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:
Agent's/Applicant's Signature:

Date:	3.13.25
Date:	3/20/25

OFFICE USE ONLY:

Date Received: _____ City Representative: ___

C:\Users\thebr\Downloads\VarianceApplication.docx



March 18, 2025

City of Sweeny Planning and Zoning 102 W. Ashley Wilson Rd. Sweeny, Texas 77480

Re: <u>Justification Letter</u> O'Reilly Auto Parts 906 N Main Street Sweeny TX

To Whom It May Concern:

Please allow this letter to serve as the justification letter as noted above.

Variance #1: § 156.018 A.4.d lluminated signs may not be installed facing adjacent or adjoining residential areas. Variance #2: § 156.018 A.1.a No single sign may be larger than 32 square feet on a single commercial building.

The details of this request are as follows:

- Fabricate and install one (1) wall mounted letter set internally illuminated to the building facade, identifying "O'Reilly Auto Parts," on the South elevation above the entrances to the building with an overall square footage of 59.09 square ft.

We are seeking a variance from Section 156.018 A.4.d and 156.018 A.1.a of the City Ordinance.

§ 156.018 A.4.d Illuminated signs may not be installed facing adjacent or adjoining residential areas.

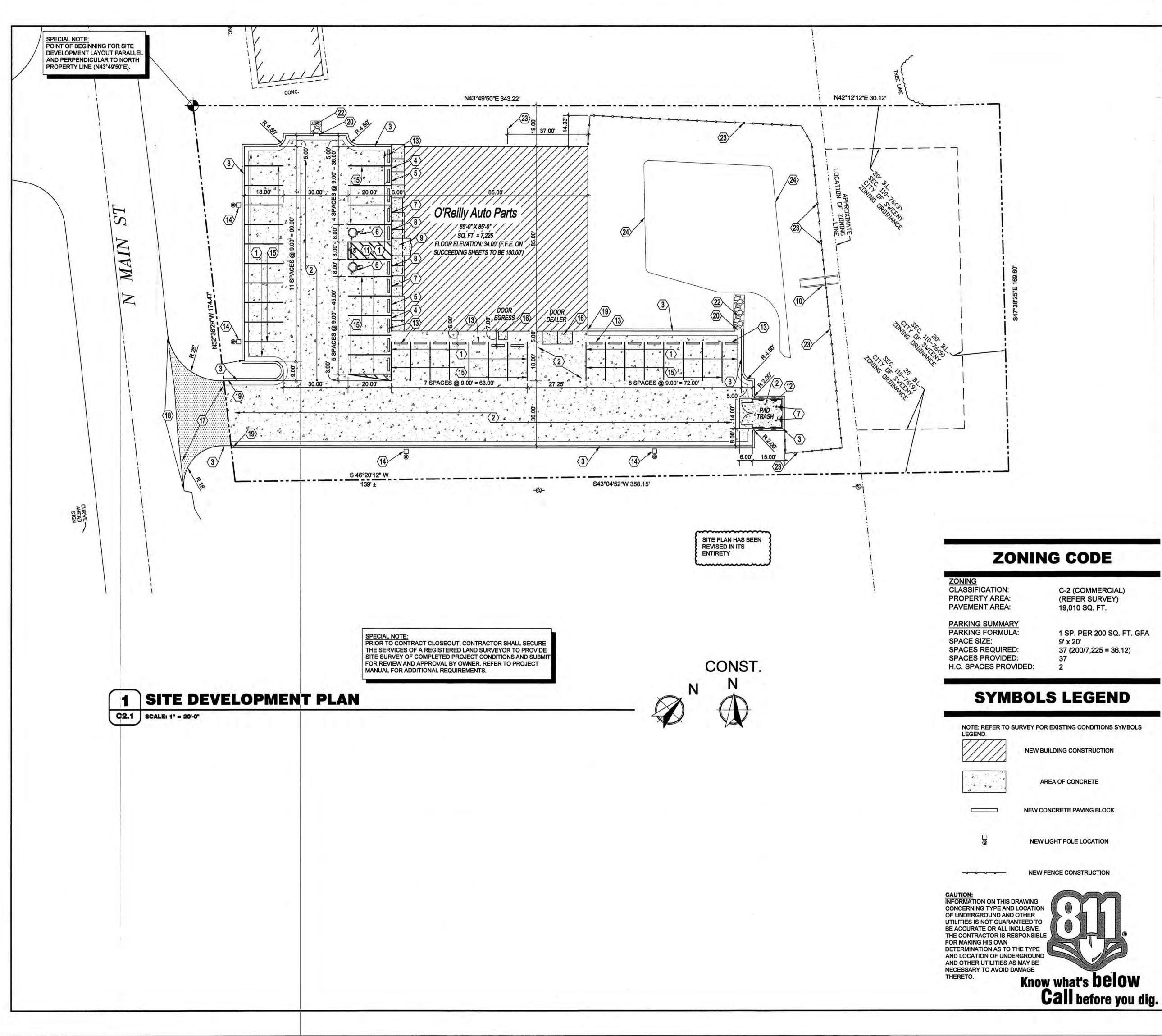
§ 156.018 A.1.a(A) Signs on property in other than residential areas.(1) Single commercial building. Signs shall be permitted as follows:(a) Attached or painted onto each side of a building. No single sign may be larger than 32 square feet.

This property is uniquely designed with a side fasting building entrance that is over 125' from Main Street. Increasing the size of the sign as a whole, allows us to compensate for the lack of visibility caused by the building setback. With an internally illuminated sign, vehicular traffic will have ample time for location identification and proper stopping distance. This further emphasizes the need for their branding to be accurately displayed to allow passersby to identify what business is located at this property. For instance, those driving North and South on Main Street are driving at a speed of 45mph, making it difficult to visualize the building.

We respectfully request approval and look forward to discussing it with you!

Sincerely,

Jennifer Ronneburger President, GoPermit





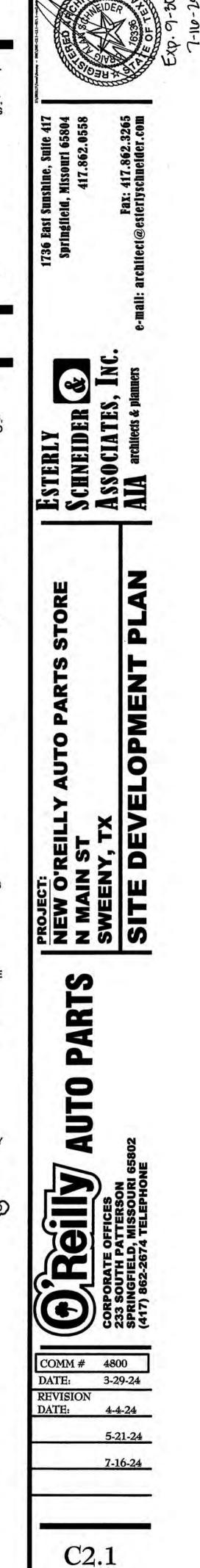
- A REFER TO PROJECT MANUAL FOR ADDITIONAL REQUIREMENTS. ALL ON SITE CONCRETE TO BE 4,000 PSI.
- B SITE DIMENSIONS TO FACE OF CONCRETE FOUNDATION, SIDEWALK, CURB GUTTER LINE, PROPERTY LINE, OR CENTER LINE OF STRIPING UNLESS OTHERWISE NOTED.
- COORDINATE WORK WITH OTHER SITE RELATED DEVELOPMENT DRAWINGS.
- D REFER TO STRUCTURAL DRAWINGS FOR BUILDING DIMENSIONS AND LAYOUT OF SIDEWALKS ADJACENT TO BUILDING PERIMETER
- E PRIOR TO INSTALLATION, CONTRACTOR TO VERIFY LOCATIONS OF LIGHT POLES, LANDSCAPING, AND UTILITIES DO NOT CONFLICT WITH SITE SIGN LOCATION SHOWN. IF CONFLICT IS DISCOVERED, CONTRACTOR TO NOTIFY OWNER'S REPRESENTATIVE PRIOR TO PROCEEDING WITH THE WORK.
- F FOR BUILDING FRONT SIDEWALK GENERAL DEVELOPMENT LAYOUT CONCEPT, REFER TO DETAIL 12/C2.2.

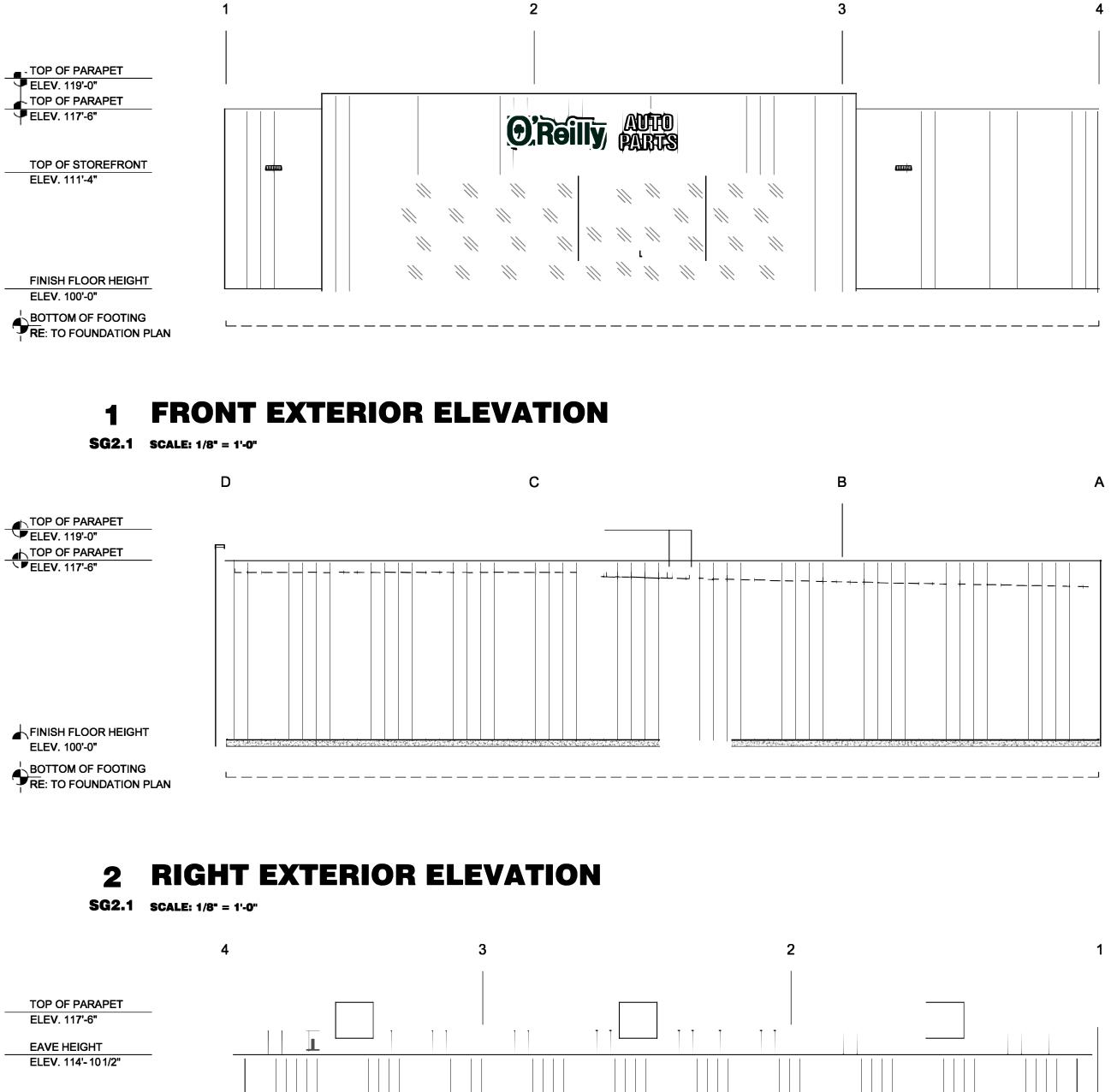
KEY NOTES

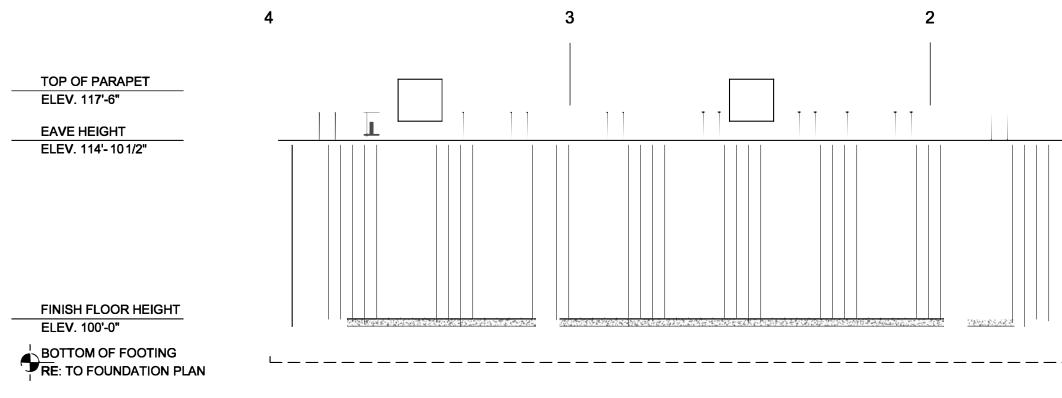
- (1) CONCRETE PAVING (STANDARD DUTY) AT PARKING AREAS, REFER TO DETAIL 1/C2.2.
- 2 CONCRETE PAVING (HEAVY DUTY) AT DRIVE AREAS, DRIVE APRONS, FIRE LANES, AND (EXTRA HEAVY DUTY) AT REFUSE AREA, REFER TO DETAIL 1/C2.2.
- (3) CONCRETE CURB, REFER TO DETAIL 3/C2.2.
- 4 CONCRETE SIDEWALK CURB, REFER TO DETAIL 4/C2.2. REFER TO STRUCTURAL DRAWINGS FOR LAYOUT OF CONTROL AND **EXPANSION JOINTS ADJACENT TO BUILDING PERIMETER.**
- 5 CONCRETE SIDEWALK, REFER TO DETAIL 5/C2.2 AND STRUCTURAL DRAWINGS FOR LAYOUT ADJACENT TO BUILDING PERIMETER.
- 6 ACCESSIBLE PARKING SYMBOL PAVEMENT STRIPPING, REFER TO DETAIL 6/C2.2.
- T STEEL BOLLARD, REFER TO DETAIL 7/C2.2. PROVIDE (2) AT REFUSE CONTAINER AREA, (2) AT SECTIONAL OVERHEAD FREIGHT DOOR, AND (8) AT FRONT ENTRY. REFER TO STRUCTURAL DRAWINGS FOR LAYOUT OF BOLLARDS ADJACENT TO BUILDING PERIMETER ...
- (8) ACCESSIBLE PARKING SIGN, REFER TO DETAIL 8/C2.2.
- (9) ACCESSIBLE AISLE TRANSITION, REFER TO DETAIL 9/C2.2.
- (10) DETENTION OUTLET STRUCTURE, REFER TO GRADING PLAN.
- (11) ACCESSIBLE PARKING SPACE WITH ACCESS AISLE (ADA COMPLIANT) TO SLOPE 2% MAXIMUM IN ALL DIRECTIONS. PROVIDE PAVEMENT MARKINGS TO MATCH STRIPING COLOR UNLESS OTHERWISE REQUIRED TO COMPLY WITH GOVERNING ACCESSIBILITY REGULATIONS. REFER TO 10/C2.2 FOR ACCESS AISLE DETAILING.
- (12) REFUSE ENCLOSURE, REFER TO 1/C2.3.
- (13) CONCRETE BUMPER BLOCK (8" W X 5" H X 6'-0" LONG) ANCHORED TO PAVING WITH (2)1'-6" LONG #4 REBAR.
- AND CONSTRUCTION.
- (15) 4" WIDE PAVEMENT STRIPING AS SHOWN USING HIGHWAY MARKING PAINT YELLOW (2 COATS).
- ARCHITECTURAL DRAWINGS FOR DOOR OPENING LOCATIONS. CONCRETE PAD AT DOOR OPENINGS TO BE FLUSH WITH FINISH FLOOR AND SLOPE 2% MAXIMUM AWAY FROM BUILDING.
- (17) ASPHALT DRIVE APRON TO BE INSTALLED PER CITY AND / OR STATE DESIGN STANDARDS. IF NO STANDARDS PROVIDE ASPHALT CONSTRUCTION PER DETAIL 2/C2.2.
- ELEVATIONS. AT TRANSITIONS OF NEW CONCRETE TO EXISTING CONCRETE PAVEMENT, EPOXY DOWEL 6" MINIMUM INTO EXISTING WITH #4 X 1'-6" SMOOTH DOWELS MATCHING NEW PAVEMENT REINFORCEMENT SPACING. PROVIDE SEALANT AT JOINTS.
- (19) ROLL DOWN CURB END TRANSITION SLOPING 1:2.
- (20) CURB OPENING, REFER TO SITE GRADING PLAN FOR ADDITIONAL REQUIREMENTS.
- 21 CONCRETE SIDEWALK IN RIGHT-OF-WAY TO BE INSTALLED PER CITY AND / OR STATE DESIGN STANDARDS. IF NO STANDARDS PROVIDE CONCRETE CONSTRUCTION PER DETAIL 5/C2.2.
- 22 RIP RAP, REFER TO CIVIL.
- 24 APPROXIMATE LOCATION OF DETENTION BASIN. REFER TO GRADING PLANS

- (16) CONCRETE DOOR PAD, REFER TO DETAIL 5/C2.2 AND
- 18 LIMITS OF NEW PAVING. MATCH EXISTING PAVEMENT TRANSITION

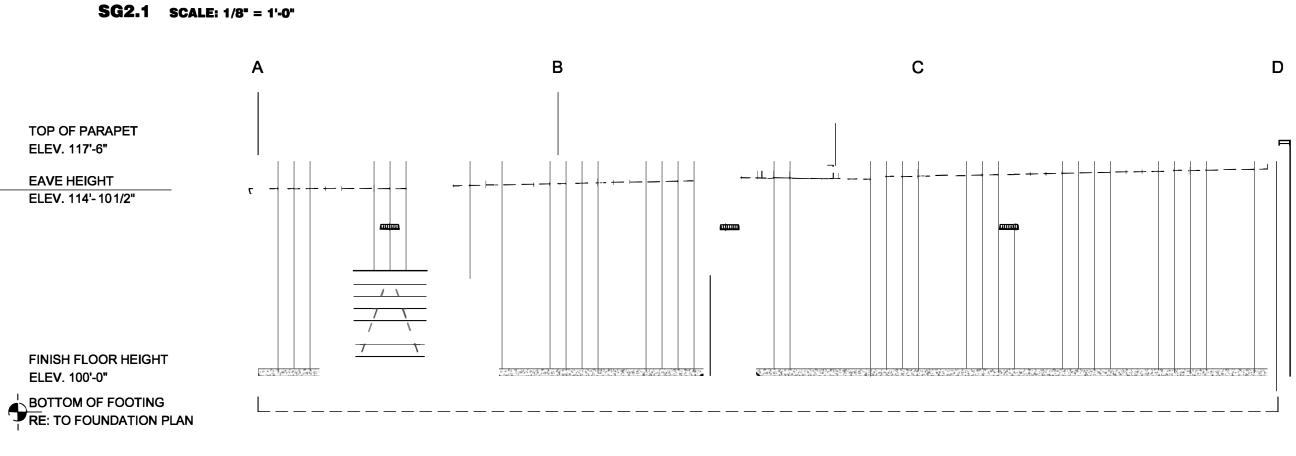
- 23 NEW FENCE CONSTRUCTION AROUND DETENTION BASIN (REFER TO SHEET C1.1 FOR LIMITS)) FENCE TO BE 4-0" TALL, REFER TO DETAIL





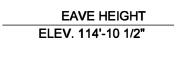


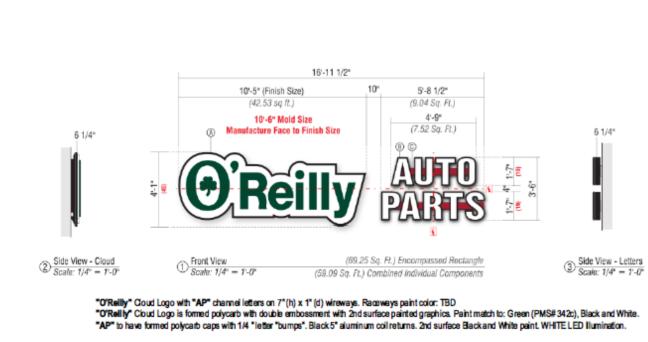
3 REAR EXTERIOR ELEVATION

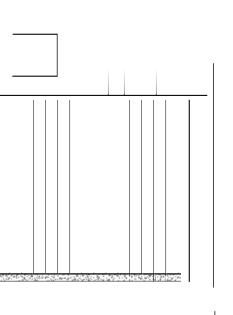


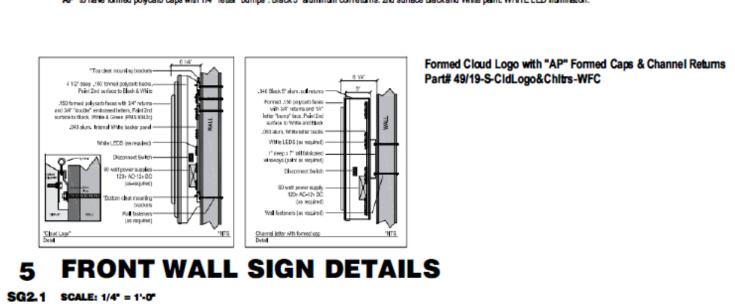
LEFT EXTERIOR ELEVATION 4

SG2.1 SCALE: 1/8" = 1'-0"

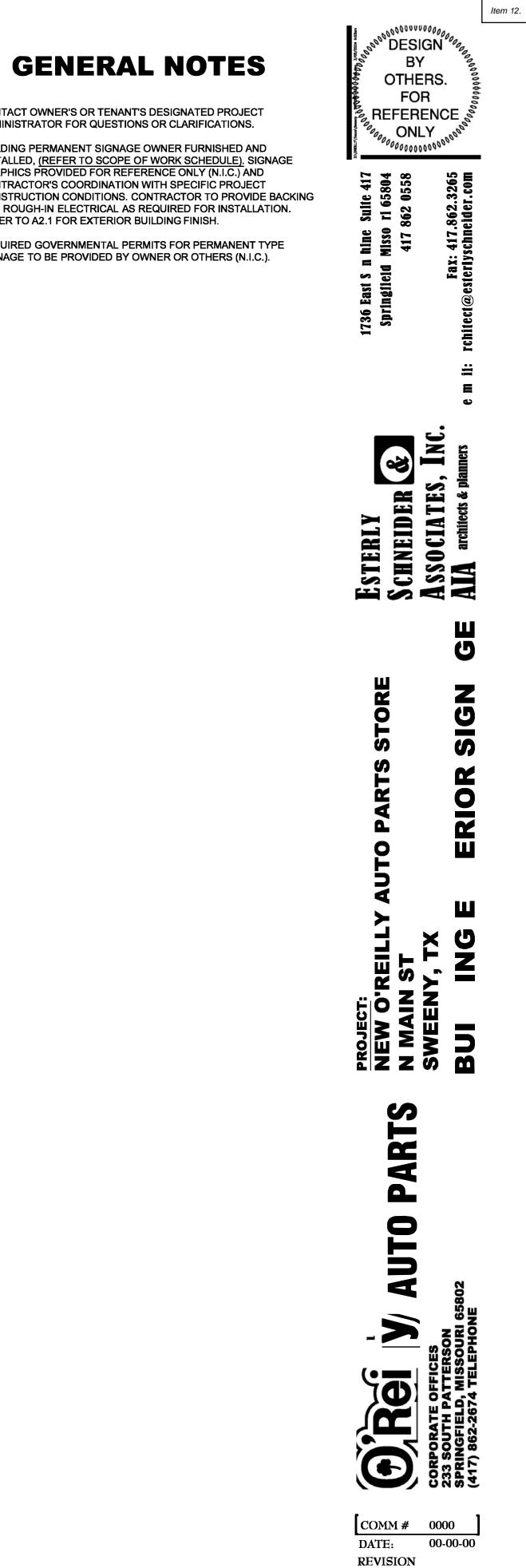








TOP OF PARAPET ELEV. 119'-0"



- A CONTACT OWNER'S OR TENANT'S DESIGNATED PROJECT ADMINISTRATOR FOR QUESTIONS OR CLARIFICATIONS.
- BUILDING PERMANENT SIGNAGE OWNER FURNISHED AND INSTALLED, (REFER TO SCOPE OF WORK SCHEDULE). SIGNAGE GRAPHICS PROVIDED FOR REFERENCE ONLY (N.I.C.) AND CONTRACTOR'S COORDINATION WITH SPECIFIC PROJECT CONSTRUCTION CONDITIONS. CONTRACTOR TO PROVIDE BACKING AND ROUGH-IN ELECTRICAL AS REQUIRED FOR INSTALLATION. REFER TO A2.1 FOR EXTERIOR BUILDING FINISH.
- C REQUIRED GOVERNMENTAL PERMITS FOR PERMANENT TYPE SIGNAGE TO BE PROVIDED BY OWNER OR OTHERS (N.I.C.).

DATE:



49/19 STACKED LAYOUT 2022 Part# 49/19-S-CldLogo&ChLtrs WFC-2022

Formed Cloud Logo + AUTO PARTS Letters "AUTO PARTS" to have Formed Cap Faces w/Channel Returns **Channel Letter Font (modified condensed)**

Manufacturing Layouts with NPRINCIPAL PARKET LED's



*Logo Only For New Signs And Face Replacements



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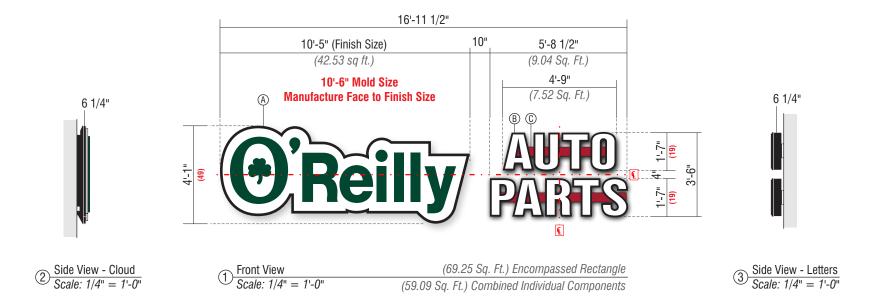
Formed Embossed Cloud Logo AUTO PARTS Channel Letters w/Formed Embossed Cap Faces

49/19-S-CldLogo&ChLtrs WFC-2022

SEPTEMBER 2022

57 0

Item 12.

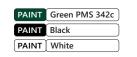


Manufacture & Supply One (1) Set of Illuminated Formed Cloud Logo & Channel Letters w/Formed Cap Faces - Wireways

A Cloud Logo

- Formed polycarb with double embossment & 2nd surface painted graphics.
- Paint match to: Green (PMS# 342c), Black & White.
- Principal White 7100K LEDs (24V 60W Power Supply)
- Final electrical connection & supply by others
- **B** Auto Parts Letters
 - Formed polycarb caps with 1/4" (White) letter "bumps".
 - Black 5" aluminum coil returns.
 - 2nd surface Black & White paint.
 - Principal White 7100K LEDs (24V 60W Power Supply)
 - Final electrical connection & supply by others
- ^(C) Wireways
 - 7" x 1" Deep Fabricated alum. painted to match: TBD
 - Mount w/required fasteners

*ALL SIGNS TO HAVE 15'-0" POWER WHIP







Part# 49/24-S-CldLogo&ChLtrs WFC-2022



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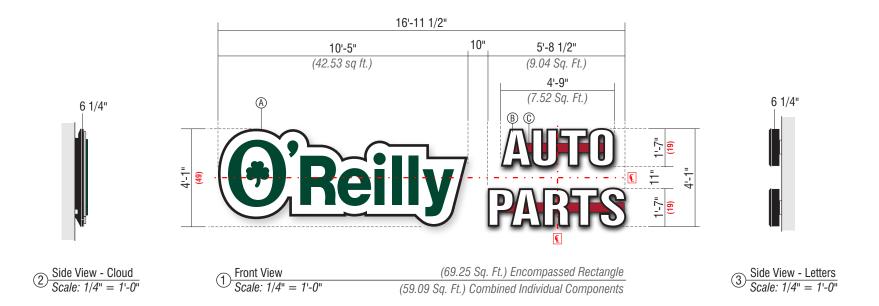
Formed Embossed Cloud Logo AUTO PARTS Channel Letters w/Formed Embossed Cap Faces

49/19-S-CldLogo&ChLtrs WFC-2022



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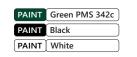


Manufacture & Supply One (1) Set of Illuminated Formed Cloud Logo & Channel Letters w/Formed Cap Faces - Wireways

A Cloud Logo

- Formed polycarb with double embossment & 2nd surface painted graphics.
- Paint match to: Green (PMS# 342c), Black & White.
- Principal White 7100K LEDs (24V 60W Power Supply)
- Final electrical connection & supply by others
- **B** Auto Parts Letters
 - Formed polycarb caps with 1/4" (White) letter "bumps".
 - Black 5" aluminum coil returns.
 - 2nd surface Black & White paint.
 - Principal White 7100K LEDs (24V 60W Power Supply)
 - Final electrical connection & supply by others
- ^(C) Wireways
 - 7" x 1" Deep Fabricated alum. painted to match: TBD
 - Mount w/required fasteners

*ALL SIGNS TO HAVE 15'-0" POWER WHIP







Part# 49/24-S-CldLogo&ChLtrs WFC-2022



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w/Formed Embossed Cap Faces
49/19-S-CldLogo&ChLtrs WFC-2022
SEPTEMBER 2022

Formed Embossed Cloud Logo

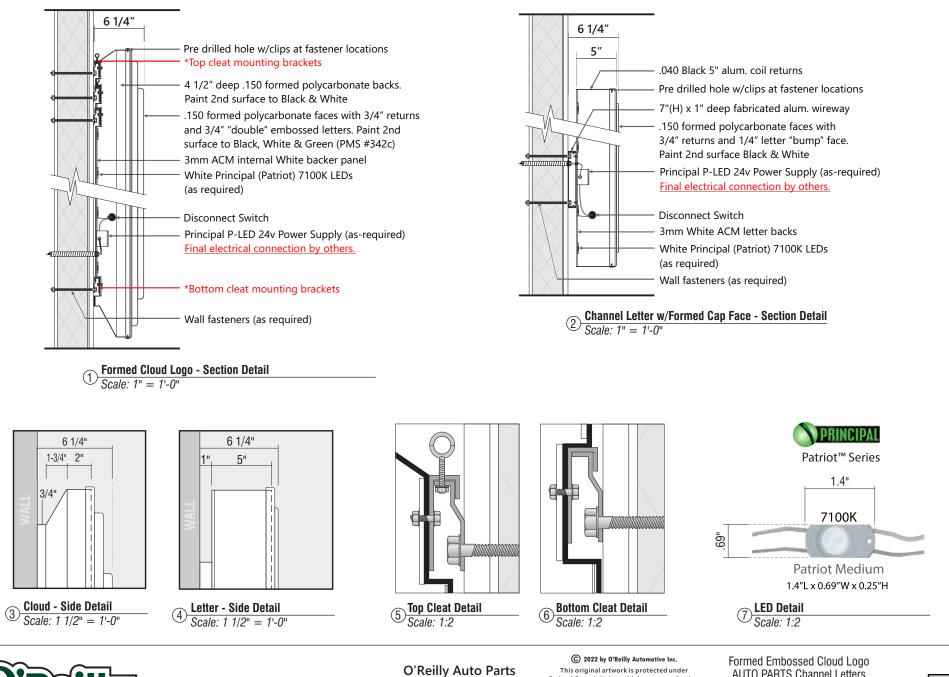
AUTO PARTS Channel Letters

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Item 12.





Reilly AUTO PARTS

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AUTO PARTS Channel Letters w/Formed Embossed Cap Faces 49/19-S-CldLogo&ChLtrs WFC-2022

SEPTEMBER 2022

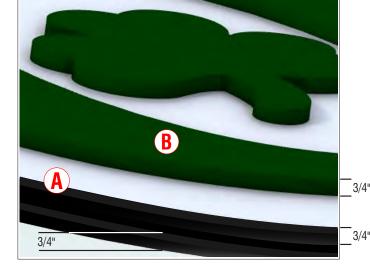
60

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$_{\gamma}$ \rightarrow Formed Cloud Logo - Face Embossment Detail / Formed Back LED Population & Power Supply Detail - *NTS

Part# 49-Cloud Logo-202

Item 12.

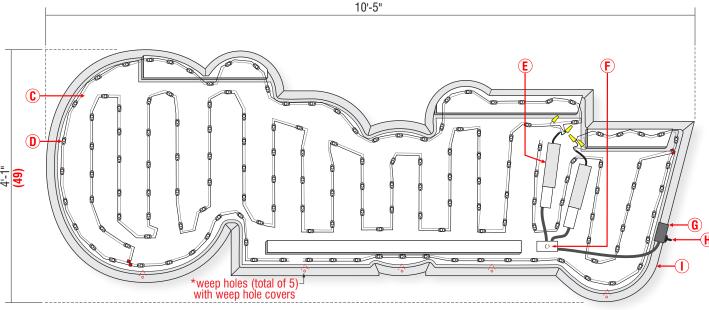


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O'Reilly Cloud - Embossment Detail *NTS

O'Reilly Cloud - Formed Cap Face *NTS (42.53 Sq. Ft.)

- (A) 3/4" formed returns with 3/4" face embossment. Paint 2nd surface Black & White.
- (B) 3/4" embossed letters faces. Paint 2nd surface White and Green (PMS# 342c)
- C ACM (White) reflective panel.
- (D) LED population: Principal-Patriot Series (7100K) Module UL Part #PL-PT71-MD-P. Lumens per linear foot (160). Total population of 154 LED modules. Vertical LEDs on 5 1/2" +/- centers. Boarder string of LEDs inset at 2"+/-.
- (E) Qty. of (2) Principal P-LED 24V DC power supply.
- **(F)** 7/8" power feed hole with 1/2" coupler.
- **(()** Qty of (1) U.L. approved 2" x 4" "Handy Box" with 3/8" flex conduit.
- (H) U.L. approved Disconnect switch (side to side).
- () Rubberlite Black rubber based adhesive tape (on front edge of cloud pan).



3 O'Reilly Cloud - Formed Back (Interior View) - LED Population/Power Supply Detail $\overset{\text{(NTS)}}{*}$



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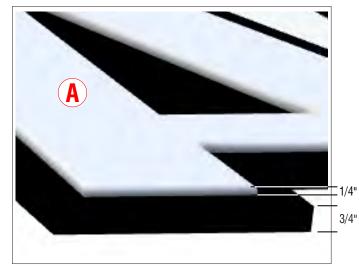
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Formed Embossed Cloud Logo AUTO PARTS Channel Letters w/Formed Embossed Cap Faces 49/19-S-CldLogo&ChLtrs WFC-2022

SEPTEMBER 2022

5 a⁶¹



(2) "AUTO" Letters - Face Embossment Detail *NTS



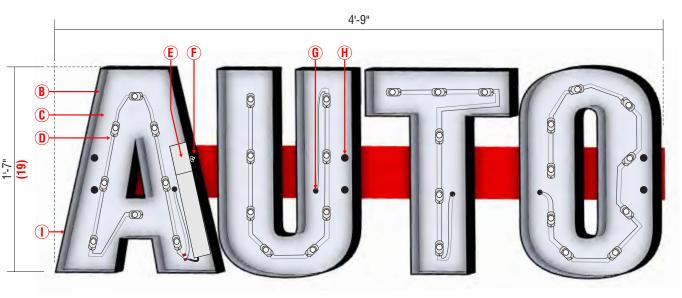
(1) "AUTO" Letters - Formed Cap Face

(7.52 Sq. Ft.)

- A 3/4" formed returns with 1/4" letter embossment. Paint 2nd surface Black & White.
- **B** .040 Black stock 5" coil returns.
- C 3mm ACM (White) letter backs
- LED population: Principal-Patriot Series (7100K) Module UL Part #PL-PT71-MD-P. Lumens per linear foot (160). Total population of *31* LED modules.
 (A):8 (U):8 (T):6 (0):9
- (E) Qty. of (1) Principal P-LED 24V DC power supply w/junction box.
- **(F)** U.L. approved Disconnect switch (side to side).
- **G** 7/8" power feed hole with 1/2" coupler.

(H) Wireway mount access hole.

PANDUIT Adhesive Lined Edging #GES62F-A-C (on front edge of coil returns).



"AUTO" Letters - Channel Returns Interior View - LED Population/Power Supply Detail *NTS



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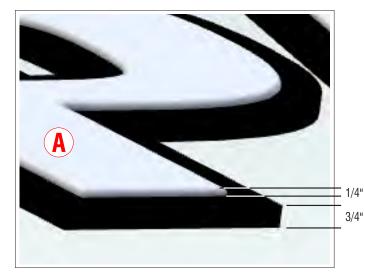
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Formed Embossed Cloud Logo AUTO PARTS Channel Letters w/Formed Embossed Cap Faces

49/19-S-CldLogo&ChLtrs WFC-2022 SEPTEMBER 2022 62

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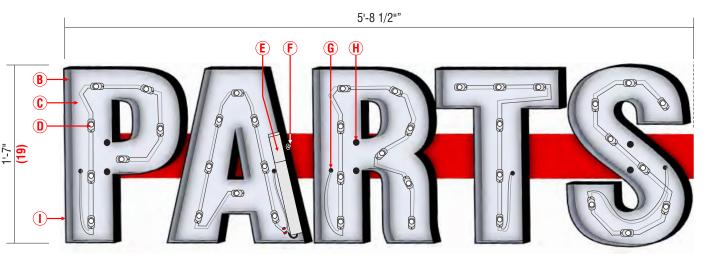
"PARTS" Letters - Face Embossment Detail 2 *NTS

"PARTS" Letters - Formed Cap Face 1 *NTS

(9.04 Sq. Ft.)

- (A) 3/4" formed returns with 1/4" letter embossment. Paint 2nd surface Black & White.
- (B) .040 Black stock 5" coil returns.
- (C) 3mm ACM (White) letter backs
- D LED population: Principal-Patriot Series (7100K) Module UL Part #PL-PT71-MD-P. Lumens per linear foot (160). Total population of *38* LED modules. (P):7 (A):8 (R):9 (T):6 (S):8
- (E) Qty. of (1) Principal P-LED 24V DC power supply w/junction box.
- (F) U.L. approved Disconnect switch (side to side).
- (G) 7/8" power feed hole with 1/2" coupler.
- (H) Wireway mount access hole.
- (I) PANDUIT Adhesive Lined Edging #GES62F-A-C (on front edge of coil returns).

Reilly AUTO PARTS



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depict specific colors.

"PARTS" Letters - Channel Returns Interior View - LED Popuation 3 *NTS



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Formed Embossed Cloud Logo AUTO PARTS Channel Letters w/Formed Embossed Cap Faces

49/19-S-CldLogo&ChLtrs WFC-2022

SEPTEMBER 2022

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Part# 49-Cloud Logo-2022	Part Description		Remarks		Qty.
*NTS	.150 Clear Polycarbonate		No substitutes, Male Molds	Must be Used	1
	2nd Surface Green Paint	(translucent)	Brand: Spraylat Lacryl	Color Match: PMS# 342 c	N/A
	2nd Surface White Paint	(translucent)	Brand: Spraylat Lacryl	Color Match: White	N/A
	2nd Surface Black Paint	(opaque)	Brand: Spraylat Lacryl	Color Match: Black	N/A
	3mm ACM (White) Backer	Panel	Attached w/rivots & silicone -	Holes required for electrical	1
	.090 Aluminum Wall Cleat	S	Brake Formed		4
	.090 Aluminum Cabinet Cl	leats	Brake Formed		4
	Principal Patriot White LE	Os	Principal Patriot White (7100 Lumens per ft. (160))K) UL Part#: PL-PT71-MD-P	154 Module
	Principal Power Supply &	Junction Box	Principal P-LED 24V DC pow	er supply w/junction box.	2 of each
	2" x 4" Electrical Handy Bo	х	U.L. Approved with required	wiring per NEC	1
	Disconnect Switch		U.L. Approved with required	wiring per NEC	1

All Primary Wiring to be 12 Gauge with 14 Gauge Ground per NEC. All Secondary Wiring to be 18 Gage per NEC



Part Description	Remarks	Quantity
.150 Clear Polycarbonate	No substitutes, Male Molds Must be Used	4 Letters
2nd Surface White Paint (translucent)	Brand: Spraylat Lacryl Color Match: White	N/A
2nd Surface Black Paint (opaque)	Brand: Spraylat Lacryl Color Match: Black	N/A
3mm ACM (White) Letter Backs	Attached w/rivots & silicone - Holes required for mounting & electrical	4 Letters
Principal Patriot White LEDs Principal Patriot White (7100K) UL Part#: PL-PT71-MD-P Lumens per ft. (160)		31 Modules
Principal Power Supply & Junction Box	Principal P-LED (P-OH096-24-HE) 24V DC power supply w/junction box.	1 of each
Disconnect Switch	U.L. Approved with Required Wiring per NEC	1
.090 Aluminum Fabricated Wireway	1" Deep by 7" Tall with Mounting Holes (paint match as required)	1

All Primary Wiring to be 12 Gauge with 14 Gauge Ground per NEC. All Secondary Wiring to be 18 Gage per NEC



Part Description	Remarks	Quantity			
.150 Clear Polycarbonate	No substitutes, Male Molds Must be Used	5 Letters			
2nd Surface White Paint (translucent)	Brand: Spraylat Lacryl Color Match: White	N/A			
2nd Surface Black Paint (opaque)	Brand: Spraylat Lacryl Color Match: Black	N/A			
3mm ACM (White) Letter Backs	Attached w/rivots & silicone - Holes required for mounting & electrical	5 Letters			
Principal Patriot White LEDs	Principal Patriot White (7100K) UL Part#: PL-PT71-MD-P Lumens per ft. (160)	38 Modules			
Principal Power Supply & Junction Box	Principal P-LED (P-OH096-24-HE) 24V DC power supply w/junction box.	1 of each			
Disconnect Switch	U.L. Approved with Required Wiring per NEC	1			
.090 Aluminum Fabricated Wireway	1" Deep by 7" Tall with Mounting Holes (paint match as required)	1			
All Primany Wiring to be 12 Gauge with 14 Gauge Ground per NEC All Secondary Wiring to be 18 Gage per NEC					

All Primary Wiring to be 12 Gauge with 14 Gauge Ground per NEC. All Secondary Wiring to be 18 Gage per NEC



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*NTS

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Formed Embossed Cloud Logo AUTO PARTS Channel Letters w/Formed Embossed Cap Faces

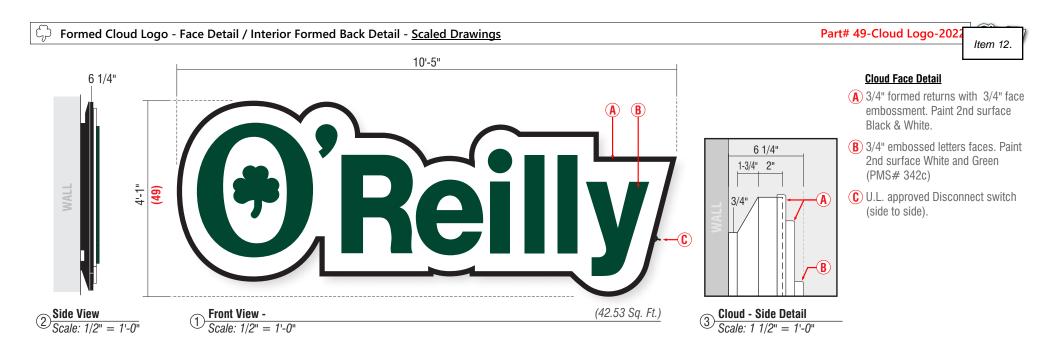
49/19-S-CldLogo&ChLtrs WFC-2022

SEPTEMBER 2022

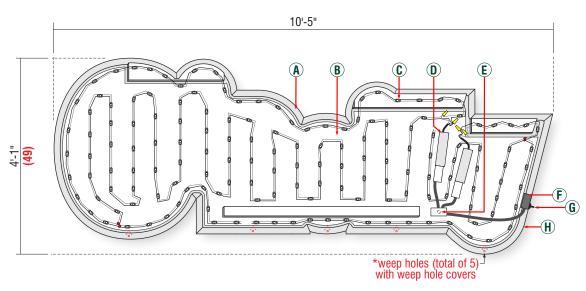
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Item 12.



- (A) 4 1/2" deep formed .150 clear polycarbonate rear sign pan. Paint 2nd surface Black & White.
- (B) 3mm ACM (White) reflective panel
- (C) LED population: Principal-Patriot Series (7100K) Module UL Part #PL-PT71-MD-P. Lumens per linear foot (160). Total population of 154 LED modules. Vertical LEDs on 5 1/2" +/- centers. Boarder string of LEDs inset at 2"+/-.
- D Qty. of (2) Principal P-LED 24V DC power supply.
- (\mathbf{E}) 7/8" power feed hole with 1/2" coupler.
- (F) Qty of (2) U.L. approved 2" x 4" "Handy Box" with 3/8" flex conduit.
- **G** U.L. approved Disconnect switch (side to side).
- (H) Rubberlite Black rubber based adhesive tape (on front edge of cloud pan).



Formed Cloud - Interior Formed Back Detail Scale: $1/2^{"} = 1'-0"$



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Formed Embossed Cloud Logo AUTO PARTS Channel Letters w/Formed Embossed Cap Faces

49/19-S-CldLogo&ChLtrs WFC-2022

SEPTEMBER 2022

65

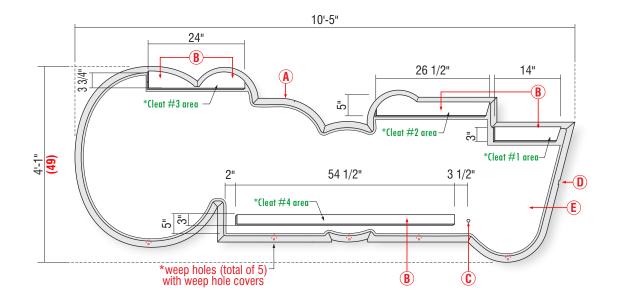
9

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$\stackrel{\frown}{\mathcal{D}}$ Formed Cloud Logo - Rear Panel Detail - <u>Scaled Drawings</u>

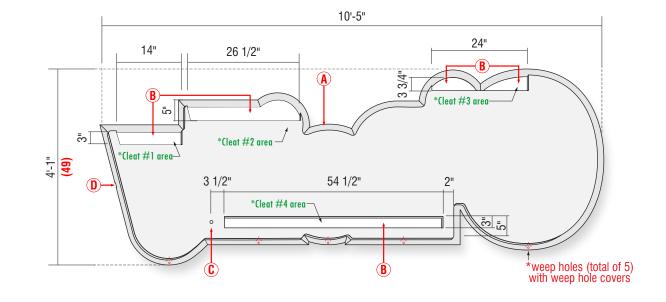
Part# 49-Cloud Logo-2022

Item 12.



- (1) Formed Cloud Rear Panel (Interior View) Detail
 - Scale: 1/2"=1'-0"
 - (A) 4 1/2" deep formed .150 clear polycarbonate rear sign pan. Paint 2nd surface Black & White.
 - B 3/4" embossed (from back of panel) cleat bracket mounting area. Covered w/ACM (White) reflector backer panel.
 - **C** 7/8" power feed hole with 1/2" coupler.
 - **D** 1/2" disconnect switch hole.
 - (E) ACM (White) reflector backer panel.

- 2 Formed Cloud Rear Panel (Back View) Detail Scale: 1/2"=1'-0"
 - A 4 1/2" deep formed .150 clear polycarbonate rear sign pan. Paint 2nd surface Black & White.
 - **B** 3/4" embossed (from back of panel) cleat bracket mounting area.
 - C 7/8" power feed hole with 1/2" coupler.
 - **D** 1/2" disconnect switch hole.





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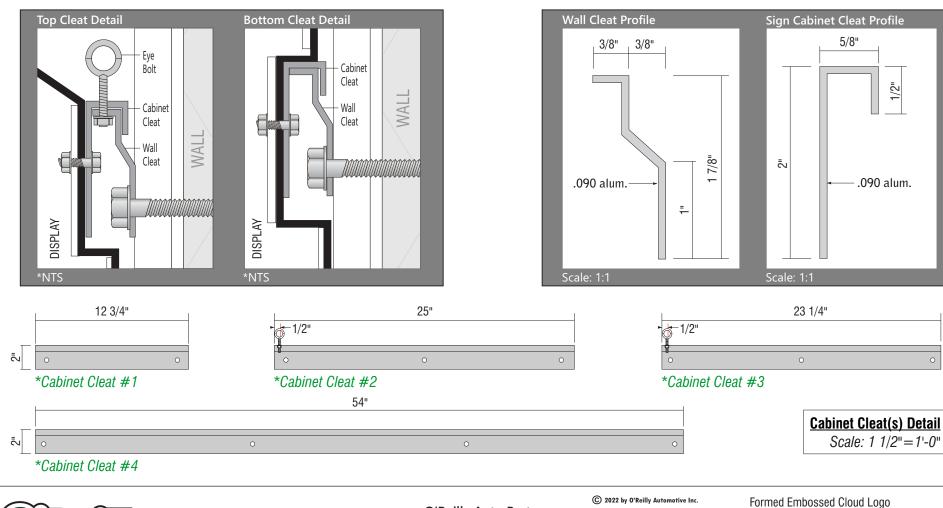
Formed Embossed Cloud Logo AUTO PARTS Channel Letters w/Formed Embossed Cap Faces 49/19-S-CldLogo&ChLtrs WFC-2022

SEPTEMBER 2022

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AUTO PARTS Channel Letters w/Formed Embossed Cap Faces 49/19-S-CldLogo&ChLtrs WFC-2022

SEPTEMBER 2022

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1/2"

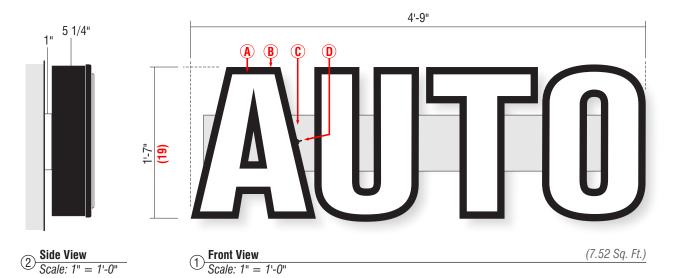
.090 alum.

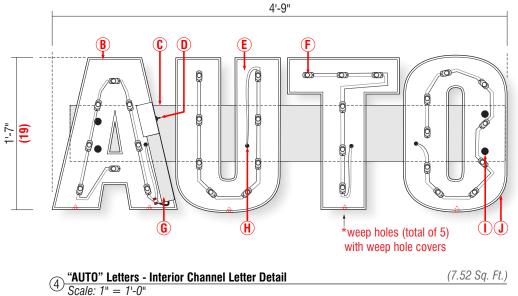
6 1/4" 5"



B

C Ê.





letter area embossment. Paint 2nd surface Black & White. (B) .040 Black stock 5" coil returns. C .090 fabricated 7"(H) x 1" deep wireway (paint match as required).

 $\textcircled{3} \frac{\text{Letter - Side Detail}}{\text{Scale: } 1 \ 1/2^{"} = 1'-0"}$

(A) 3/4" formed .150 clear polycarb letter caps with 1/4" White

(D) U.L. approved Disconnect switch (side to side).

(E) 3mm ACM (White) letter backs.

- (F) LED population: Principal-Patriot Series (7100K) Module UL Part #PL-PT71-MD-P. Lumens per linear foot (160). Total population of 31LED modules. (A):8 (U):8 (T):6 (O):9
- (G) Qty. of (1) Principal P-LED 24V DC power supply w/junction box.
- (H) 7/8" power feed hole with 1/2" coupler.
- (I) Wireway mount access hole.
- (J) PANDUIT Adhesive Lined Edging #GES62F-A-C (on front edge of coil returns).



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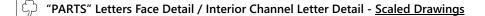
Formed Embossed Cloud Logo AUTO PARTS Channel Letters w/Formed Embossed Cap Faces 49/19-S-CldLogo&ChLtrs WFC-2022

SEPTEMBER 2022

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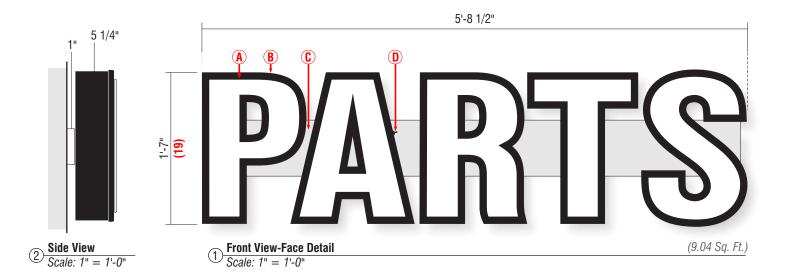
Part# 19-Parts-ChLtrs-WFC-2022

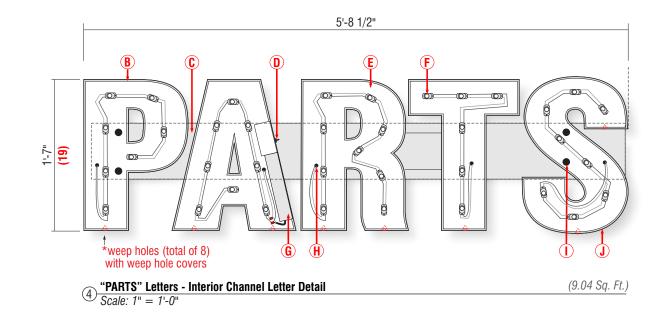
1"

6 1/4"

5"

R





(A) 3/4" formed .150 clear polycarb letter caps with 1/4" White letter area embossment. Paint 2nd surface Black & White.

Letter - Side Detail Scale: $1 \ 1/2" = 1'-0"$

- **B** .040 Black stock 5" coil returns.
- (C) .090 fabricated 7"(H) x 1" deep wireway (paint match as required).
- D U.L. approved Disconnect switch (side to side).
- **E** 3mm ACM (White) letter backs.
- (F) LED population: Principal-Patriot Series (7100K) Module UL Part #PL-PT71-MD-P. Lumens per linear foot (160). Total population of 38 LED modules. (P):7 (A):8 (R):9 (T):6 (S):8
- **G** Qty. of (1) Principal P-LED 24V DC power supply w/junction box.
- H 7/8" power feed hole with 1/2" coupler.
- U Wireway mount access hole.
- J PANDUIT Adhesive Lined Edging #GES62F-A-C (on front edge of coil returns).



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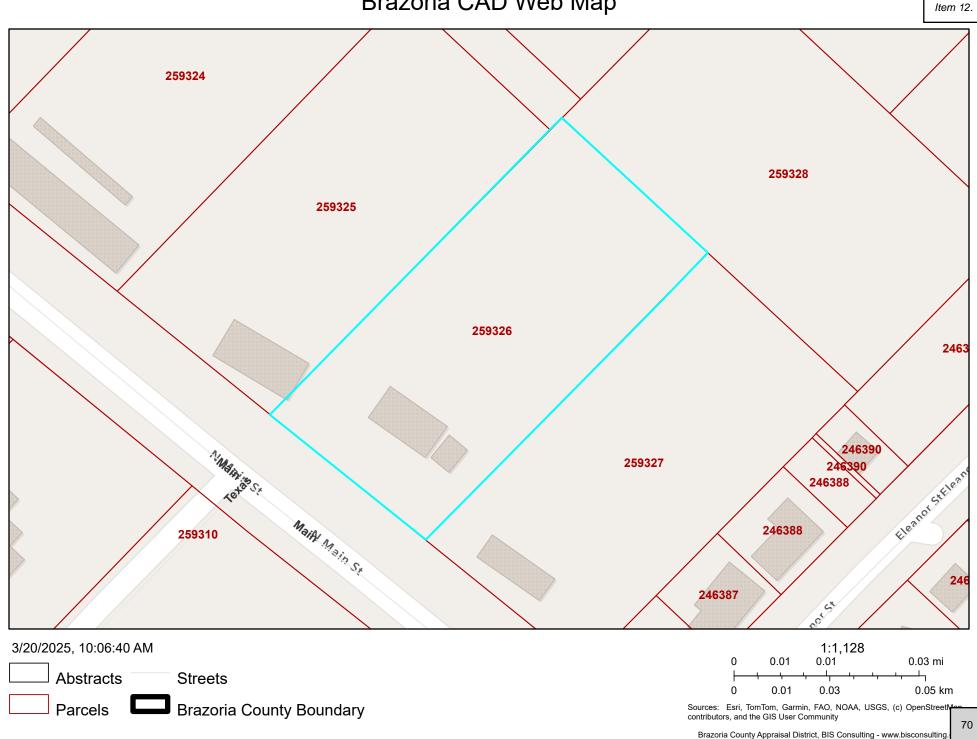
Colors on print may not accurately depict specific colors.

Formed Embossed Cloud Logo AUTO PARTS Channel Letters w/Formed Embossed Cap Faces 49/19-S-CldLogo&ChLtrs WFC-2022

SEPTEMBER 2022

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Brazoria CAD Web Map



Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

Brazoria CAD Property Search

■ Property Details

Account						
Property ID:	259326	Geographic ID: 8089-0118-110				
Туре:	R	Zoning: 11/20/2018 CH				
Property Use:						
Location						
Situs Address:	906 MAIN SWEENY, TX 77480					
Map ID:		Mapsco:				
Legal Description:	S/D TRS A-B-D-E-H (A0079 I KEEP) BLK B LOT 19D ACRES 1.44					
Abstract/Subdivision:	S8089					
Neighborhood:	(CSW) TOWNSITE					
Owner						
Owner ID:	1242470					
Name:	OREILLY AUTO ENTERPRISES LLC					
Agent:						
Mailing Address:	233 S PATTERSON AVE SPRINGFIELD, MO 65802-2210					
% Ownership:	100.0%					
Exemptions:	HS - For privacy reasons not all exemptions are shown online.					

Property Values

Improvement Homesite Value:	N/A (+)
Improvement Non-Homesite Value:	N/A (+)
Land Homesite Value:	N/A (+)
Land Non-Homesite Value:	N/A (+)
Agricultural Market Valuation:	N/A (+)
Market Value:	N/A (=)
Agricultural Value Loss: 🚱	N/A (-)
Appraised Value:	
HS Cap Loss: 😧	Privoor -

71

Circuit Breaker: 🚱	Item 12.
Assessed Value:	N/A
Ag Use Value:	N/A

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

Property Taxing Jurisdiction

Owner: OREILLY AUTO ENTERPRISES LLC %Ownership: 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value
CAD	BRAZORIA COUNTY APPRAISAL DISTRICT	N/A	N/A	N/A
CSW	CITY OF SWEENY	N/A	N/A	N/A
DR9	WEST BRAZORIA COUNTY DRAINAGE DISTRICT #11	N/A	N/A	N/A
EM2	BRAZORIA COUNTY EMERGENCY DISTRICT #2	N/A	N/A	N/A
GBC	BRAZORIA COUNTY	N/A	N/A	N/A
HSW	SWEENY HOSPITAL DISTRICT	N/A	N/A	N/A
NAV	PORT FREEPORT	N/A	N/A	N/A
RDB	ROAD & BRIDGE FUND	N/A	N/A	N/A
SSW	SWEENY INDEPENDENT SCHOOL DISTRICT	N/A	N/A	N/A

Total Tax Rate: N/A

Item 12.

Property Improvement - Building

Description: RESIDENTIAL Type: Residential Living Area: 1546.0 sqft Value: N/A

Туре	Description	Class CD	Year Built	SQFT
MA	MAIN AREA	4+	1986	1546
OFP		4+	1986	72
EFP		4+	1986	168
MU		4+	1986	54

Description: CANOPY Living Area: 0 sqft Value: N/A

Туре	Description	Class CD	Year Built	SQFT
RC2		4	1986	360

Description: STORAGE BUILDING Living Area: 0 sqft Value: N/A

Туре	Description	Class CD	Year Built	SQFT
RS1		4	1986	120

Description: FV WOOD DECK Living Area: 0 sqft Value: N/A

Туре	Description	Class CD	Year Built	SQFT
WD	WOOD DECK	*	0	0

Property Land

Туре	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
C-HS	COMMERCIAL HOMESTEAD	1.10	47,724.34	0.00	0.00	N/A	N/A
C-HS	COMMERCIAL HOMESTEAD	0.34	15,000.00	0.00	0.00	N/A	N/A

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2025	N/A	N/A	N/A	N/A	N/A	N/A
2024	\$186,460	\$100,710	\$0	\$287,170	\$61,216	\$225,954
2023	\$186,540	\$100,710	\$0	\$287,250	\$81,837	\$205,413
2022	\$157,130	\$56,730	\$0	\$213,860	\$27,121	\$186,739
2021	\$127,430	\$48,630	\$0	\$176,060	\$6,297	\$169,763
2020	\$127,430	\$48,630	\$0	\$176,060	\$21,730	\$154,330
2019	\$107,630	\$32,670	\$0	\$140,300	\$0	\$140,300
2018	\$115,820	\$28,940	\$0	\$144,760	\$0	\$144,760
2017	\$115,820	\$28,940	\$0	\$144,760	\$0	\$144,760
2016	\$115,820	\$28,940	\$0	\$144,760	\$11,231	\$133,529

Property Deed History

Deed Date	Туре	Description	Grantor	Grantee	Volume	Page	Number
1/15/2025	WD	WARRANTY DEED	JAMMER DAVID C	OREILLY AUTO ENTERPRISES LLC	2025	002678	
7/21/2000	DV	DEED RETAINING VENDORS LIEN	VIERNES TRUST	JAMMER DAVID C	00	032063	0
9/29/1994	WD	WARRANTY DEED	FRIDAY WINIFRED ESTATE	VIERNES TRUST	95	003461	0

Item 12.

Brazoria CAD Property Search

Property Details

Account					
Property ID:	259326	Geographic ID: 8089-0118-110			
Туре:	R	Zoning: 11/20/2018 CH			
Property Use:					
Location					
Situs Address:	906 MAIN SWEENY, TX 77480				
Map ID:	Mapsco:				
Legal Description:	S/D TRS A-B-D-E-H (A0079 I KEEP) B	LK B LOT 19D ACRES 1.44			
Abstract/Subdivision:	S8089				
Neighborhood:	(CSW) TOWNSITE				
Owner					
Owner ID:	1242470				
Name:	OREILLY AUTO ENTERPRISES LLC				
Agent:					
Mailing Address:	233 S PATTERSON AVE SPRINGFIELD, MO 65802-2210				
% Ownership:	100.0%				
Exemptions:	HS - For privacy reasons not all exemptions are shown online.				

Property Values

Improvement Homesite Value:	N/A (+)
Improvement Non-Homesite Value:	N/A (+)
Land Homesite Value:	N/A (+)
Land Non-Homesite Value:	N/A (+)
Agricultural Market Valuation:	N/A (+)
Market Value:	

Agricultural Value Loss:

1/2

Privacy

	Item 12.
Appraised Value:	N/A (=)
HS Cap Loss: 🚱	N/A (-)
Circuit Breaker: 😧	N/A (-)
Assessed Value:	N/A
Ag Use Value:	N/A

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

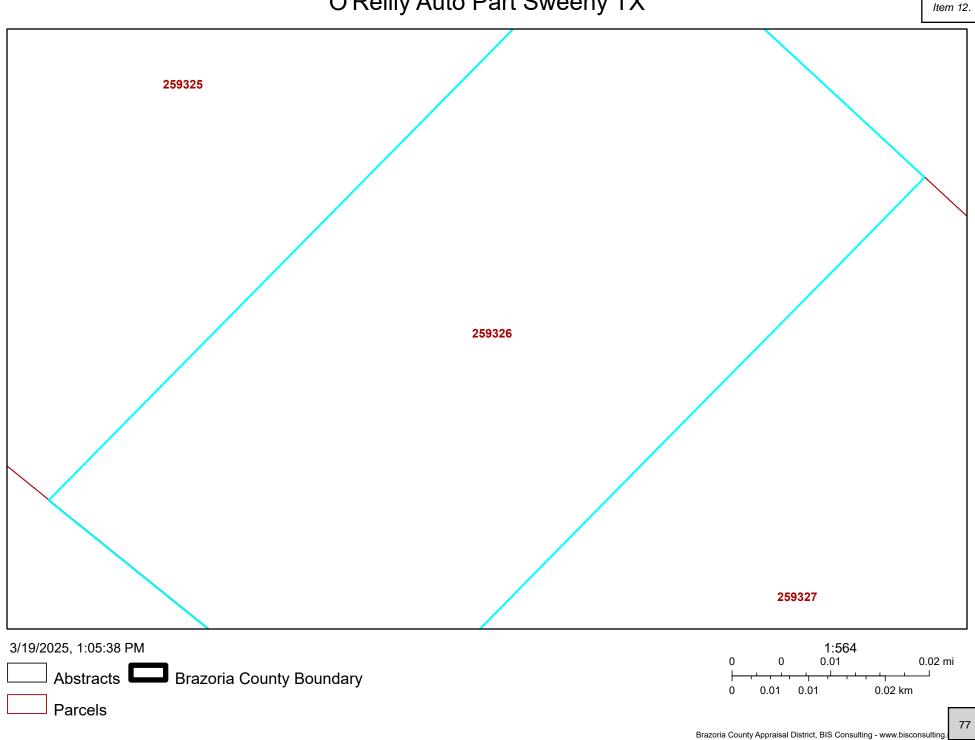
Property Taxing Jurisdiction

Owner: OREILLY AUTO ENTERPRISES LLC %Ownership: 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value
CAD	BRAZORIA COUNTY APPRAISAL DISTRICT	N/A	N/A	N/A
CSW	CITY OF SWEENY	N/A	N/A	N/A
DR9	WEST BRAZORIA COUNTY DRAINAGE DISTRICT #11	N/A	N/A	N/A
EM2	BRAZORIA COUNTY EMERGENCY DISTRICT #2	N/A	N/A	N/A
GBC	BRAZORIA COUNTY	N/A	N/A	N/A
HSW	SWEENY HOSPITAL DISTRICT	N/A	N/A	N/A
NAV	PORT FREEPORT	N/A	N/A	N/A
RDB	ROAD & BRIDGE FUND	N/A	N/A	N/A
SSW	SWEENY INDEPENDENT SCHOOL DISTRICT	N/A	N/A	N/A

Total Tax Rate: N/A





Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.



Business of the City Council City of Sweeny, Texas

Meeting Date	04/15/2025	Agenda Items			
Approved by City Manager		Presenter(s)			
Reviewed by City Attorney		Department	Developmental Services		
Subject	Discussion and possible action to agenda request for variance to the Zoning Ordinance, Exhibit A, Section110-173 (C) (4) (c) for proposed fence at 101 S Francis Street; Veronica Montgomery				
Attachments / Supporting documents	Agenda Request with Proposed Drawing				
Financial Information	Expenditure Required: Amount Budgeted: Account Number: Additional Appropriation Required: Additional Account Number:		N/A N/A		

Executive Summary

Variance is requested to Ordinance 110-173 to allow for a privacy fence to extend past the building line, consisting of a non-see thru material.

Ordinance does not allow for a privacy fence to extend past the building line. Fences extending past the building line must be of a see thru material.

Ordinance Verbiage:

§110-173 (C) (4) (c) --No fence or enclosure shall extend closer to any street right of way line than the building line in front (see section 110-2 building line definition, being the front of the building) and the point of intersection of the building line with the property line on the side, except for – picket, chainlink, and ornamental see-thru fences are to be permitted in front of the building line on those lots platted prior to the date of the ordinance.

§110-2 Definitions- Building Line- means a line, usually parallel to street or property line, beyond which buildings shall not be erected. Once a building is legally erected under the provisions of this chapter, the front of the building shall be considered to the building line for that building for the purpose of determining placement of all fences, except ornamental fences as outlined in Section 110-171.

Recommended Action

Council discretion:

If approving: To approve a variance to the Zoning Ordinance, Exhibit A, Section 110-173, allowing for a privacy fence to extend past the building line on the right side/ southern portion of the property, closest to Avenue A, as depicted and presented, located at 101 S Francis.



CITY OF SWEENY

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

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

Personal Information:

Name:	VERONICA MONTGOMERY
Mailing Address:	101 S FRANCIS ST, SWEENY, TX 77480
Physical Address:	101 S FRANCIS ST, SWEENY, TX 77480
Email(s):	
Phone(s):	

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

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





Business of the City Council City of Sweeny, Texas

Meeting Date	04/15/2025	Agenda Items	
Approved by City Manager		Presenter(s)	
Reviewed by City Attorney		Department	Parks
Subject	Discussion and possible action to agenda request for usage of the Gazebo Park, road closure, and variance to Ord. §113.04, possession or consumption of alcoholic beverages in public places; Kristin Simmons		
Council Strategic Goals	Sense of Community-Community Event		
Attachments / Supporting documents	Agenda Request; Application for Usage of Gazebo Park		
Financial Information	Expenditure Required:N/AAmount Budgeted:N/AAccount Number:-Additional Appropriation Required:-Additional Account Number:-		

Executive Summary

Agenda request received for usage of city owned property at the Gazebo Park for a cookoff in which proceeds are to be donated to Parkinsons research. Date of requested usage is Friday, May 23rd and Saturday, May 24th, 2025. Time of usage would be 10am Friday 05/23 to 12am (midnight) Saturday 05/24.

The request includes allowance for usage of city owned property, closure of West First Street, from Main to Pecan, and a variance to allow alcohol during the event.

Cookoff would consist of approximately eight to ten teams and be in conjunction with S Town Legends.

Considerations: police enforcement/patrol and traffic safety, barricades, restrooms.

Recommended Action

To approve the requested usage of the Gazebo Park on May 23rd and 24th, 2025, 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.



CITY OF SWEENY

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

Personal Information:

	Stown legends	Reistin Simmon
Mailing Address:	105 N. Mainst	Sweeny TX M7480
Physical Address:		
Email(s):	979-548-455	ail.com
Phone(s):	979-548-455	21

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

Town Legends is having a BBQ cook off fundraiser on may 24, 2025. The proceeds are going towards Parkinson's Reach. S Town legends would like to use Anderson Park and block off the side road so people can cross back

S Town legends would like to have an Variance at Anderson Park on may 24 2025. Some Reople may have alcoholon premise. Date: 4/-

Signature:

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

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Business of the City Council City of Sweeny, Texas

Meeting Date	04/15/2025	Agenda Items	
Approved by City Manager	Yes	Presenter(s)	
Reviewed by City Attorney	Yes	Department	Zoning/Ordinances
Subject	Discussion and possible action to approve Ordinance 25-104, repealing Section 110-69 and amending Sections 110-76 and 110-69.2 of Exhibit A of the Zoning Ordinance.		
Attachments / Supporting documents	Ordinance		
	Expenditure Requir	ed:	
Financial	Amount Budgeted:		
Information	Account Number:		
	Additional Appropri-	ation Required:	
	Additional Account	Number:	

Executive Summary

At the previous March 25th meeting, Council approved to amend Exhibit A of the zoning ordinance with the following. Ordinance finalizing the amendments is attached for approval.

I move to amend the zoning regulations for the **R-2 & R-2B Single-Family Residence**, as set forth in Section 110-69 and 69.2, to include the following changes:

- Remove Section 110-69 R-2 zone: Remove the R-2 zone and update all current R-2 zoned properties to R-2B and update Sec. 110-76 C-1, (16) to permit R-2B use in C-1 zone.
- Amend Section 110-69.2 Subsection (4) Minimum Living Area: Amend minimum living area for a home from 800 sq. ft. to 375 square feet for residential units within the R-2B zone.
- 3. Amend Section 110-69.2 Subsection (6) Minimum Lot Size Amend minimum lot size from 5,000 square feet to 1800 square feet within the R-2B zone.
- 4. Remove Section 110-69.2 Subsection (7) Frontage of Lot Remove the R-2B zone requirement of lot frontage.
- 5. Remove Section 110-69.2 Subsection (8) Depth of Lot Remove the R-2B zone requirement of lot depth.
- Amend Section 110-69.2 Subsection (9.c) Setback Requirements: Amend the minimum rear setback requirements for the R-2B zone from 15 feet to 5 feet.
- Remove Section 110-69.2 Subsection (13) Off-Street Parking: Remove the off-street parking requirement of "Minimum of a one car carport or a one care garage." from the zoning ordinance for single-family residences in the R-2B zone.
- Updating the Zoning Map: Updating the Zoning Map accordingly pursuant to the approved amendments.

I believe that these amendments will be in alignment with the goals of promoting appropriate land use, facilitating the construction of single-family homes, providing more opportunities and flexibility for property development, and addressing specific needs of the community, particularly on smaller, key lots.

I respectfully move that these changes be adopted and included in the zoning ordinance."

With an addition to Part C, to amend 110-69 Subsection 9(c), Setback Requirements: amend the minimum rear setback requirements for the R-2B zone, from 15 feet to 5 feet, measured from the easement line.

Recommended Action

ORDINANCE NO. <u>25-104</u>

AN ORDINANCE OF THE CITY OF SWEENY, TEXAS, REMOVING AND REPEALING SECTION 110-69, R-2 ZONE; REZONING ALL R-2 ZONED PROPERTIES AS R-2B; AMENDING SECTION 110-76 C-1 ZONE TO PERMIT R-2B AS AN APPROVED USE FOR A C-1 ZONE AND REMOVING R-2 AS A PERMITTED USE; AMENDING VARIOUS REGULATIONS FOR THE R-2B ZONE; REQUIRING THAT THE OFFICIAL ZONING MAP BE UPDATED TO COMPLY WITH THE TERMS OF THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES TO THE EXTENT OF CONFLICT ONLY; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE AT THE DATE OF ITS PASSAGE.

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

Section 1:

Section 110-69 of the Zoning Ordinance of the City of Sweeny, Texas, is hereby

amended by repealing and removing the entire Section 110-69 to abolish the R-2 Zone.

Section 2:

From and after the date of the passage of this ordinance, IT IS ORDERED by the

City Council that any and all currently zoned R-2 properties are rezoned to R-2B.

Section 3:

Section 110.76 C-1 of the Zoning Ordinance of the City of Sweeny, Texas, is hereby

amended by amending subsection (16) and shall after the effective date of this ordinance

read as follows:

"Section 110-76. C-1, Commercial

(16) R-2B permitted uses in C-1 zone: R-2B single family homes shall be apermitted use in a C-1 zone. A single family home may be built or remodeled in aC-1 zone. A single family, being newly built, home must meet all of the

requirements provided in the City of Sweeny Zoning Ordinance for a home built

in a R-2B zone. However, if an existing structure is being remodeled or

converted to a single family home or is a replacement to an existing single family

home in the C-1 zone, the R-2B zoning requirements are waived."

Section 4:

Section 110-69.2 of the Zoning Ordinance of the City of Sweeny is hereby amended

and the new Section 110-69.2 shall henceforth read as follows:

"Sec. 110-69.2. R-2B, single-family residence:

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

(1) Description and purpose: A medium-density zone composed primarily of individual homes.

(2) Permitted use: One-family dwelling.

(3) Maximum percentage of lot to be used for building: Forty- five (45) percent.

(4) Minimum living area for houses: Three hundred seventy-five (375) square feet.

(5) Maximum height of buildings: Two and one-half (2 1/2) stories or thirty-five (35) feet.

(6) Minimum lot area: One thousand eight hundred (1,800) square feet.

(7) Minimum yard setback:

a. Front, fifteen (15) feet.

b. Side, five (5) feet for each side.

c. Rear, five (5) feet, measured from the easement line if there is a rear easement.

d. Side Street, fifteen (15) feet. It is provided however, that a side street setback of ten (10) feet will be permitted provided the lot is not located on a major street and the contemplated structure is at least sixty (60) feet from the centerline of the street located in front of the property.

(8) Permitted accessory use: Garden, tool, and playhouses, personal recreation facilities.

(9) Accessory building:

a. No storage, garden, tool or playhouse shall be used as a garage.

b. Garages/ carports shall meet all the setback requirements as required for the principal building.

- c. No garage / carport shall exit out the back of the lot.
- d. Maximum height, twenty (20) feet.
- e. Maximum setback:
 - 1. Side, five (5) feet.
 - 2. Rear, five (5) feet or interior line of easement.

3. Front, to front of house Front to front of home (garage / carport can extend beyond front of home as long as meets set back requirements of the principal building)

f. Maximum size for storage buildings, garden, tool, and playhouses, 8% of lot size. Limited to 3 buildings.

(10) Conditional uses: Parks.

(11) Any home currently located in this zone which sustains a total loss or demolition of the structure, may be rebuilt by the owner of the property without meeting zoning requirements if the home is re-constructed using the same footprint. However, if the footprint of the home is changed in any way, the new structure would be required to meet the R2 -B zoning requirements set out in this ordinance."

Section 5: The City Secretary shall update the City of Sweeny Official Zoning Map

to conform with the amendments set forth herein.

Section 6:

All ordinances or parts of ordinances in conflict herewith are hereby repealed to

the extent of the conflict only.

Section 7:

If any part of portion of this ordinance shall be determined to be invalid or

unconstitutional, such invalidity or unconstitutionality shall not affect or impair any

remaining portions or provisions of this ordinance

Section 8:

This ordinance shall be effective from and after its passage.

PASSED AND ADOPTED this _____ day of _____, 2025.

DUSTY HOPKINS, Mayor of the City of Sweeny, Texas

ATTEST:

KAYDI SMITH, City Secretary



Business of the City Council City of Sweeny, Texas

Meeting Date	04/15/2025	Agenda Items	
Approved by City Manager		Presenter(s)	
Reviewed by City Attorney		Department	Developmental Services
Subject	Discussion and possible action on re-plat, reconfiguring five lots (5) into three (3), currently known as 301 Pecan; Bill Worrell		
Attachments / Supporting documents	Agenda Request, Replat Preliminary Survey, BCAD Information		
	Expenditure Required: N/A		
Financial	Amount Budgeted:		N/A
Information	Account Number:		
mormation	Additional Approp	priation Required:	
	Additional Accour	nt Number:	

Executive Summary

Replat to reconfigure five lots into three pursuant to zoning amendments proposed in March. If approved, mylars will be printed and presented to Council for signatures.

All properties are located at the corner of Pecan and 3rd Street, previously known as 301 Pecan Street, under PID 255328. Lots are under ownership of William (Bill) Worrell Jr. and Robert Goodrum Jr.

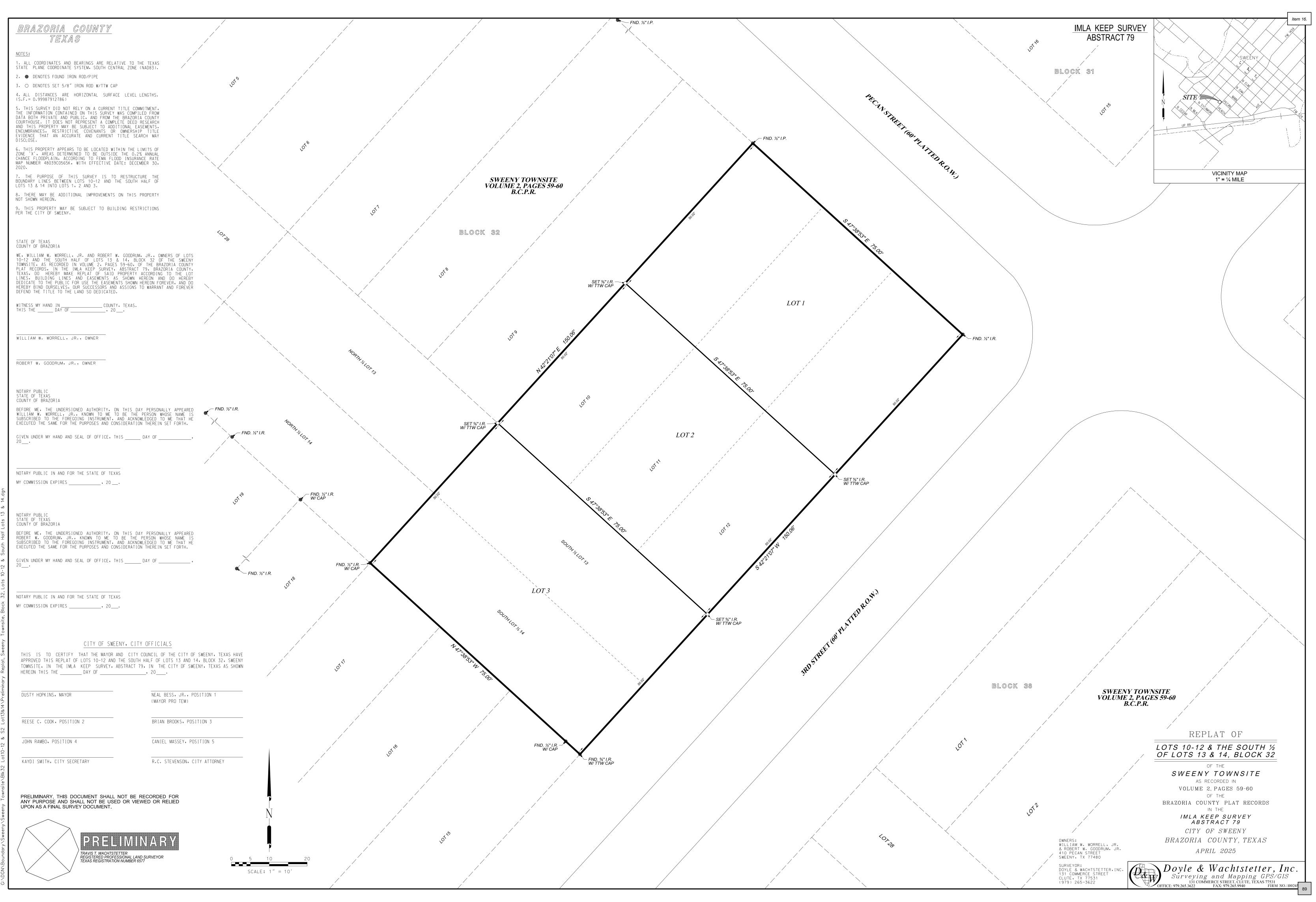
All lots are to be 50.02 x 75.00 = 3,751.50 sq. ft.

Current Legal description: SWEENY BLK 32 LOT 10 TO 12-S/2 LOTS 13-14

HB 3167 allows for 30 days to approve or deny with written explanation as to rejection reasoning.

Recommended Action

To approve the replat as presented, reconfiguring five (5) lots into three (3), at the corner of Pecan and 3rd Street, to be known as Lots 1, 2, and 3.





Sweeny	CITY O	F SWEENY	Rev. 0 372025
A CITY MIH HIME	102 W. Ashley Wilse	on Rd. • PO Box 248 • Sweeny, Texas 77480 • P: (979) 548-3321	
		Zoning and/or Variance Application	
TYPE OF A	PPLICATION: ining Change (from iniance Request to priance Request to P-Plat Type: <u>Ci</u> pes include: Amending, Re	Incomplete applications will not be accepted.	_
☐ 1 Re □ 1 Co ☑ Sui ☑ Dra (Any add		Project Name/Owners Name: Bill Workell/Rdjeft Brazoria County Appraisal District Property ID # Project Address/Location: Pc (an St. Subdivision: No. of Lots: Total Acreage &/or Square Footage: 150x75 = 11250 formation can be submitted and attached with this request.)	Goode u m
determi		signee reserves the right to delay the item to the following regularly scheduled mean needed in order to compile information specific to the request.	eting if it is

PROPERTY OWNER'S INFORMATION:	APPLICANT OR A	GENT'S INFO	RMATION:	
PROPERTY OWNER'S INFORMATION: Name: Bil Worvey hibert Good ve	MName:			
Walling Address.	Mailing Address:			
City: Swerry State: TX Zip: 77480	City:	State:	Zip:	2
Phone:	Phone:			
Email:	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 4 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:	Wound Ru.J.	Date: 4-2-25	
Agent's/Applicant's Signature:	<	Date:	
Fees Paid: 4/3/25	_ General Receipt No. 110	Date: 01674137 \$50.00	
OFFICE USE ONLY:		1.0	
Date Received: 4325	Amount Gollected:	City Representative:	



CITY OF SWEENY

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The following will be used to request an item to be placed on the agenda with the Sweeny City Council for <u>RE-PLAT ITEMS ONLY</u>.

Personal Information:

Name:	Bill Worrell & Robert Goodrum
Mailing Address:	Sweeny, TX 77480
Physical Address: Property Address	Sweeny, TX 77480
of Replat:	301 Pecan St., Sweeny, TX 77480
Email(s):	я — р — С
Phone(s):	

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

The purpose of this subdivision plat is to replat Lots 10-12 and the south half of Lots 13 & 14 of Block 32, of the Sweeny Townsite, as recorded in Volume 2, Page 59-60, of the B.C.P.R., into (3) Lots, Lots 1, 2 and 3.

Signature:

Date:

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

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

Property Details

Account			
Property ID:	255328 Geographic ID: 7885-0264-000		
Туре:	R	Zoning: 11/14/2018 CH	
Property Use:			
Location			
Situs Address:	301 PECAN ST SWEENY,		
Map ID:		Mapsco:	
Legal Description:	SWEENY BLK 32 LOT 10TO12-S/2 LOTS 13-14		
Abstract/Subdivision:	S7885		
Neighborhood:	(CSW.SOUTH) SOUTH OF MAIN		
Owner			
Owner ID:	251464		
Name:	WORRELL BILL & ROBERT GOODRUM		
Agent:			
Mailing Address:	410 PECAN ST SWEENY, TX 77480-2438		
% Ownership:	100.0%		
Exemptions:	For privacy reasons not all exemptions	are shown online.	

■ Property Values

Improvement Homesite Value:	N/A (+)
Improvement Non-Homesite Value:	N/A (+)
Land Homesite Value:	N/A (+)
Land Non-Homesite Value:	N/A (+)
Agricultural Market Valuation:	N/A (+)
Market Value:	N/A (=)
Agricultural Value Loss:	

Appraised Value: 🕑	Item 16.
HS Cap Loss: 😧	N/A (-)
Circuit Breaker: 😧	N/A (-)
Assessed Value:	N/A
Ag Use Value:	N/A

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

Property Taxing Jurisdiction

Owner: WORRELL BILL & ROBERT GOODRUM %Ownership: 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value
CAD	BRAZORIA COUNTY APPRAISAL DISTRICT	N/A	N/A	N/A
CSW	CITY OF SWEENY	N/A	N/A	N/A
DR9	WEST BRAZORIA COUNTY DRAINAGE DISTRICT #11	N/A	N/A	N/A
EM2	BRAZORIA COUNTY EMERGENCY DISTRICT #2	N/A	N/A	N/A
GBC	BRAZORIA COUNTY	N/A	N/A	N/A
HSW	SWEENY HOSPITAL DISTRICT	N/A	N/A	N/A
NAV	PORT FREEPORT	N/A	N/A	N/A
RDB	ROAD & BRIDGE FUND	N/A	N/A	N/A
SSW	SWEENY INDEPENDENT SCHOOL DISTRICT	N/A	N/A	N/A

Total Tax Rate: N/A



Business of the City Council City of Sweeny, Texas

Meeting Date	4/15/2025	Agenda Item	Amend EDC Bylaws
Approved by City Manager		Presenter(s)	Jenny Massey/Michelle Medina
Reviewed by City Attorney		Department	Sweeny EDC
Subject	Amend EDC Bylaws		
Attachments	EDC Bylaws		
	Expenditure Required:		
Financial Information	Amount Budgeted:		
	Account Number:		
mormation	Additional Appropriation Required:		
	Additional Account	Number:	

Executive Summary

The Sweeny EDC has made changes to the EDC Bylaws under Miscellaneous - Section 7

Recommended Action

The Sweeny EDC recommends the approval to the EDC Bylaws

BYLAWS OF SWEENY ECONOMIC DEVELOPMENT CORPRATION

ATICLE I

PURPOSE AND POWERS

Section 1. <u>PURPOSE.</u> The Corporation is incorporated for the purposes set forth in Article Four of its Articles of Incorporation, the same to be accomplished on behalf of the City of Sweeny, Texas (the "City") as it's duly constituted authority and instrumentality in accordance with the Development Corporation Act of 1979, TEX. REV. CIV. STAT. ANN. Art 5190.6, as amended (the "Act"), and other applicable laws.

Section 2. <u>Powers.</u> In the fulfillment of its corporate purpose, the Corporation shall be governed by Section 4B of the Act, and shall have all of the powers set forth and conferred in its Articles of Incorporation, in the Act, and in other applicable law, subject to the limitations prescribed therein and herein and to the provisions thereof and hereof.

ARTICLE II

BOARD OF DIRECTORS

Section 1. Powers, Number and Term of Office.

- (a) The property and affairs of the Corporation shall be managed and controlled by a Board of Directors (the "Board") and, subject to the restrictions imposed by law, by the Articles of Incorporation, and by these Bylaws, the Board shall exercise all of the powers of the Corporation.
- (b) The Board shall consist of seven (7) directors, each of whom shall be appointed by the City Council (the "Council") of the City, as provided in the Articles of Incorporation.
- (c) The directors constituting the first Board shall be those directors named in the Article of Incorporation. Successor directors shall have the qualifications, shall be of the classes of directors, and shall be appointed to the terms set forth in the Articles of Incorporation.
- (d) Any director may be removed from the office by the City Council at will.
- (e) If any member of SEDC is absent from three consecutive meetings or from four meetings during a twelve-month period, then the member's absences will be reviewed by the SEDC Board. If these absences are deemed excessive, then a recommendation to city council will be made for the removal of the SEDC member. (Amended September 17, 2002)
- (f) At the end of each Director's term, the Director will be questioned concerning the desire to be reappointed. Should the Director wish to remain that information would be passed on to the City Council. The SEDC Board shall review all applications for appointment and reappointment to the Board and make recommendations to the City Council. (Amended September 14, 2015)

Section 2. <u>Meetings of Directors.</u> The directors may hold their meetings at such place of places in the City as the Board may from time to time determine; provided, however, in the absence of any such determination by the Board, the meetings shall be held at the principal office of the Corporation as specified in Article V of these Bylaws.

Section 3. Notice of Meetings.

- (a) Regular meetings of the Board shall be held without the necessity of written notice to the Directors at such times and places as shall be designated from time to time by the Board. Special meetings of the Board shall be held whenever called by the president, by the secretary, by a majority of the directors, by the Mayor of the City or by a majority of the City Council.
- (b) The secretary shall give notice to each director of the Special Meeting in person or by mail, telephone, or telegraph at least two (2) hours before the meeting. Unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of at which every director shall be present, even though without any notice, any matter pertaining to the purpose of the Corporation may be considered and acted upon consistent with applicable law.
- (c) Whenever any notice is required to be given to the Board, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled thereto at his or her post office address as it appears on the books of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. Neither the business to be transacted at nor the purpose of any Regular of Special Meeting on the Board need to be specified in the notice or waiver of notice of such meeting, unless required by the Board. A waiver of notice in writing, signed by the persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 4. <u>Open Meetings Act.</u> All meetings and deliberations of the Board shall be called, convened, held and conducted, and notice shall be given to the public, in accordance with the Texas Open Meetings Act, article 6252-17, TEX. REV, CIV. STAT. ANN., as amended.

Section 5. <u>Quorum.</u> A majority of the directors shall constitute a quorum for the conduct of official business of the Corporation. The act of a majority of the directors' present at a meeting at which a quorum is in attendance shall constitute the act of the Board of the Corporation unless the act of a greater number is required by law.

Section 6. Conduct of Business.

- (a) At the meetings of the Board, matters pertaining to the business of the Corporation shall be considered in accordance with rules of procedure as from time to time prescribed by the Board.
- (b) At all meetings of the Board, the president shall preside, and in the absence of the president, the vice president shall exercise the powers of the president.
- (c) The secretary of the Corporation shall act as secretary of all meetings of the Board, but in the absence of the secretary, the presiding officer may appoint any person to act as secretary of the meeting.

Section 7. <u>Committees of the Board</u>. The Board may designate two or more directors to constitute an official committee of the board to exercise such authority of the Board as may be specified in the resolution. It is provided, however, that all final, official actions of the Corporation may be exercised only by the Board. Each committee so designated shall keep regular minutes of the transaction of its meetings and shall cause such minutes to be recorded in books kept for that purpose in the principal office of the Corporation.

Section 8. <u>Compensation of Directors</u>. Directors shall not receive any salary or compensation for their services as director. However, they shall be reimbursed for their actual expenses incurred in the performance of their duties hereunder.

ARTICLE III – OFFICERS

Section 1. Titles and Term of Office.

- (a) The officers of the Corporation shall be a president, a vice president, a secretary and a treasurer, and such other officers as the Board may from time to time elect or appoint. One person may hold more than one office, except that the president shall not hold the office of secretary. Terms of the office shall be one (1) year with the right of an officer to be reelected.
- (b) All Officers shall be subject to removal from an office at any time by a vote of the majority of the entire Board.
- (c) A vacancy in the office of any officer shall be filled by a vote of a majority of the directors.

Section 2. Powers and Duties of the President.

The president shall be the chief executive officer of the Corporation, and, subject to the paramount authority of the Board, the president shall be in general charge of the properties and affairs of the Corporation, shall preside at all meetings of the Board, and may sign and execute all contracts, conveyances, franchises, deeds, assignments, and other instruments in the name of the Corporation.

Section 3. Vice President.

The vice president shall have such powers and duties as may be prescribed by the Board and shall exercise the powers of the president during that officer's absence or inability to act. Any action taken by the vice president in the performance of the duties of the president shall be conclusive evidence of the absence or inability to act of the president at the time such action was taken.

Section 4. Treasurer.

The treasurer shall have the responsibility to see to the handling, custody, and security of all funds and securities of the Corporation in accordance with these Bylaws. When necessary or proper, the treasurer may endorse and sign, on behalf of the Corporation, for collection or issuance, checks, and other obligations in or drawn upon such bank or banks or depositories as shall be designated by the Board consistent with these Bylaws. The treasurer shall see to the entry in the books of the Corporation full and accurate accounts of all monies received and paid out on account of the Corporation. The

treasurer shall, at the expense of the Corporation, give such bond for the faithful discharge of his duties in such form and amount as the Board or the Council may require.

Section 5. Secretary.

The secretary shall keep the minutes of all meetings of the Board in books provided for that purpose, shall give and serve all notices, may sign with the president in the name of the Corporation, and/or attest the signature thereto, all contracts, conveyances, franchises, deeds, assignments, and other instruments, except the papers as the Board may direct, all of which shall at all reasonable times be open to public inspection upon application at the office of the Corporation during business hours, and shall in general perform all duties incident to the office of secretary subject to the control of the Board.

Section 6.

The president, each vice president, and the secretary shall be named from among the members of the Board. The treasurer and any assistant secretaries may, at the option of the Board, be persons other than members of the Board, but they may be employees of the City.

Section 7. Compensation.

Officers who are members of the Board shall not receive any salary or compensation for their services, except that they shall be reimbursed for their actual expenses incurred in the performance of their duties hereunder. Other officers may be compensated as directed by the Board.

ARTICLE IV - FUNCTIONAL CORPORATE DUTIES AND REQUIREMENTS

Section 1. General Corporate Duties and Authority.

- (a) The Board shall, if directed by the City, research, develop, prepare, finance, and implement a recreational facilities development plan.
- (b) In carrying out its obligations under subsection (a), the Corporation shall be authorized to exercise all rights and powers granted under the Act, including, but not limited to Section 4B thereof, and with the objective and for the purpose of developing and diversifying the economy of the State of Texas and the City, and the elimination of unemployment and underemployment in the State and the City and the expansion of commerce within the State.
- (c) The Board shall periodically submit reports to the City Council as to the status of its activities in carrying out its obligations under this Section, and, with respect to each project undertaken by the Corporation, shall submit quarterly annual reports on the status and financer of such project.
- (d) Any and all agreements between the Corporation and other parties shall be authorized, executed, approved, and delivered in accordance with applicable law, provided, that prior to the authorization or execution of any such agreement a copy thereof shall be provided to the City.
- (e) All construction and other contracts let or entered into by the Corporation shall be let or entered into in accordance with the laws applicable to the letting or entering into of contracts by the City, unless applicable law and the City permit otherwise.

Section 2. Annual Corporate Budget.

At least ninety (90) days prior to the commencement of each fiscal year of the Corporation, the Board shall adopt a proposed budget of expected revenues and proposed expenditures of the next ensuing fiscal year. The budget shall contain such classifications and shall be in such form as may be prescribed from time to time by the City Council. The budget shall not be effective until the same has been approved by the City Council.

Section 3. Books, Records, Audits

- (a) The Corporation shall keep and properly maintain, in accordance with generally accepted accounting principles, complete books, records, accounts and financial statements pertaining to its corporate fund activities and affairs.
- (b) At the direction of the City Council, the books, records, accounts, and financial statements of the Corporation may be maintained for the Corporation by the accountants, staff and personnel of the City.
- (c) The Corporation, or the City if the option described in subsection (b) is selected, shall cause its books, records, accounts, and financial statements to be audited at least once each fiscal year by an outside, independent auditing and accounting firm selected by the Corporation and approved by the City Council. Such audit shall by at the expense of the Corporation.

Section 4. Deposit and Investment of Corporate funds.

- (a) All proceeds from loans or from the issuance of bonds, notes, or other debt instruments ("Obligations") issued by the Corporation shall be deposited and invested as provided in the resolution, order, indenture, or other documents authorizing or relating to their execution or issuance.
- (b) Subject to the requirements of contracts, loan agreements, indentures or other agreements securing Obligations, all other monies of the Corporation, if any, shall be deposited, secured, and/or invested in the manner provided for the deposit, security, and/or investment of the public funds of the City. The Board shall designate the accounts and depositories to be created and designated for such purposes, and the methods of withdrawal of funds there from for use by and for the purposes of the Corporation upon the signature of its treasure and such other persons as the Board shall designate. The accounts, reconciliation, and investment of such funds and accounts shall be performed by the department of Finance of the City.

Section 5. Expenditures of Corporate Money.

- (a) The monies of the Corporation, including sales and use taxes collected pursuant to Section 4B of the act, monies derived from the rents received from the lease or use of property, the proceeds from the investment of funds of the Corporation, the proceeds from the sale of property, and the proceeds derived from the sale of Obligations, may be expended by the Corporation for any of the purposes authorized by the Act, subject to the following limitations:
 - (i) Expenditures from the proceeds of Obligations shall be identified and described in the orders, resolutions, indentures, or other agreements submitted to and approved by the City Council prior to the execution of loan or financing agreements or the sale

and delivery of Obligations to the purchasers thereof required by Section 6 of this Article;

- (ii) Expenditures that may be made from a fund created with the proceeds of Obligations, and expenditures of monies derived from sources other than the proceeds of Obligations may be used for the purposes of financing or otherwise providing one or more "Projects," as defined in Section 4B of the Act. The specific expenditures shall be described in a resolution or order of the Board and shall be made only after the approval thereof by the Council;
- (iii) All other proposed expenditures shall be made in accordance with and shall be made in accordance with and shall be set forth in the annual budget required by Section 2 of this Article or in contracts meeting the requirements of Section 1(d) of this Article.
- (iv) An Emergency Disaster Loan Plan for fire, hurricane, tornadoes and any other natural disaster. (Amended May 7, 2020)

Section 6. Issuance of Obligations.

No Obligations, including refunding Obligations, shall be authorized or sold and delivered by the Corporation unless the City Council shall approve such Obligations by action taken no more than sixty (60) days prior to the date of delivery of such Obligations or refunding Obligations.

ARTICLE V - MISCELLANEOUS PROVISIONS

Section 1. Principal Office.

- (a) The principal office of the Corporation shall be the registered office of the Corporation specified in the Articles of Incorporation.
- (b) The Corporation shall have and shall continually designate a registered agent at its registered office, as required by the Act.

Section 2. Fiscal Year. The fiscal year of the Corporation shall be the same as fiscal year of the City.

Section 3. <u>Seal</u>. The seal of the Corporation shall be as determined by the Board.

Section 4. <u>Resignations</u>. Any director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, it no time be specified, at the time of its receipt by the president or secretary. The acceptance of ta resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 5. <u>Approval or Advice and Consent of the Council</u>. To the extent that these Bylaws refer to any approval by the City or the Council or refer to advice and consent by the Council, such approval, or advice and consent, shall be evidenced by a certified copy of a resolution, order, or motion duly adopted by the Council.

Section 6. Indemnification of Directors, Officers and Employees.

- (a) As provided in the Act, the Corporation is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions.
- (b) The Corporation shall indemnify each and every member of the Board, its officers, and its employees, and each member of the Council and each employee of the City, to the fullest extent permitted by law, against any and all liability or expense, including attorney fees, incurred by any of such persons by reason of any actions or omissions that may arise out of the functions and activities of the Corporation.

Section 7. <u>Services of City Staff and Officers</u>. Subject to approval from the City Council, the Corporation shall have the right to utilize the services of the City Attorney, the City Secretary, and departments of the City, provided (a) that the Corporation shall pay reasonable compensation to the City for such services, and (b) the performance of such services does not materially interfere with the other duties of such personnel of the City. (Amended

ARTICLE VI – EFFECTIVE DATE, AMENDMENTS

Section 1. <u>Effective Date</u>. These Bylaws shall become effective upon the occurrence of the following events:

- (a) The adoption of these Bylaws by the Board; and
- (b) The approval of these Bylaws by the City Council.

Section 2. <u>Amendments to Articles of Incorporation and Bylaws</u>. The Articles of Incorporation of the Corporation and these Bylaws may be amended only in the manner provided in the Articles of Incorporation and the Act.

EXECUTED this 17th day of February, 1998



Business of the City Council City of Sweeny, Texas

Meeting Date	04/15/2025	Agenda Items		
Approved by City Manager	Yes	Presenter(s)		
Reviewed by City Attorney	Yes	Department	SEDC/ COS Developmental Services & Ordinances	
Subject	Discussion and possible action to Ordinance 25-105, accepting the dedication of road, road right of way, utilities, and utility easements within Industrial Park; Sweeny Economic Development Corporation			
Attachments / Supporting documents	Ordinance 25-105; SEDC Ag Memo, Letter Requesting, Plat			
Financial Information	Expenditure Required:			
	Amount Budgeted:			
	Account Number:			
	Additional Appropriation Required:			
	Additional Account Number:			

Executive Summary

Attached is the request from SEDC to convey and dedicate the road, right of way, utilities, and utility easements to the City of Sweeny. Most recently filed plat for the Industrial Park is attached to accompany the ordinance.

Recommended Action

To approve Ordinance 25-105, accepting the dedication of the road, road right of way, utilities, and utility easements.

ORDINANCE NO. <u>25-105</u>

AN ORDINANCE OF THE CITY OF SWEENY, TEXAS, ACCEPTING THE DEDICATION OF ROAD AND ROAD RIGHT OF WAY AND UTILITIES AND UTILITY EASEMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a dedication of a road and road right of way and utilities and utility easements has been received from the Sweeny Economic Development Corporation being those rights of way and easements shown on the Replat of the Sweeny Economic Development Park plat recorded at Clerk's File No. 2024009862 of the Official Records of Brazoria County, Texas, a copy of said plat being attached hereto; and

WHEREAS, the City Council of the City of Sweeny, Texas, acting in its official capacity hereby determines and makes a specific finding that the dedication of a public interest in a road or right-of-way and utilities and utility easements in the location described in the dedication at issue, will serve a public purpose and will benefit the people of Sweeny, Texas, and

WHEREAS, it would be in the best interest of Sweeny, Texas, and the citizens thereof, to accept said dedication;

NOW THEREFORE, BE IT ORDAINED, that the City Council of the City of Sweeny, Texas, acting pursuant to authority vested by law in said City, does hereby accept the Dedication of Public Interest in Road and Road right-of-way and utilities and utility easements on behalf of and as the act and deed of the City of Sweeny, Texas.

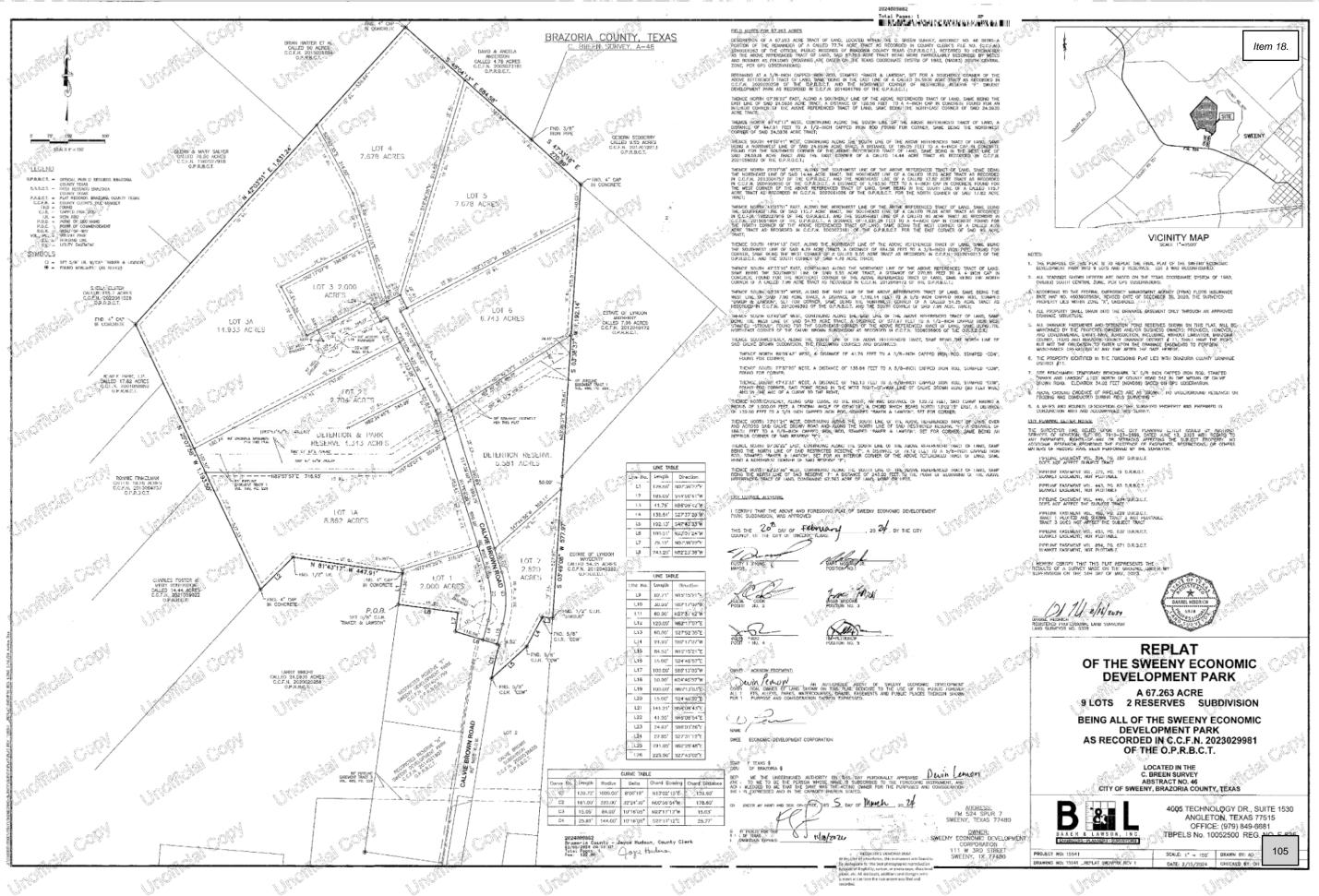
IT IS FURTHER Ordered that a map of the road and utility easements described herein be inserted into the City of Sweeny Official Map.

SIGNED this ______ day of ______, 2025.

DUSTY HOPKINS, Mayor of the City of Sweeny, Texas

ATTEST:

KAYDI SMITH, City Secretary





Business of the City Council City of Sweeny, Texas

Meeting Date	4/15/2025	Agenda Item	Accepting Utilities and Roadway at IP
Approved by City Manager		Presenter(s)	Jenny Massey/Michelle Medina
Reviewed by City Attorney		Department	Sweeny EDC
Subject	Accepting Utilities and Roadway at the Industrial Park		
Attachments	Letter from EDC and drawings		
	Expenditure Required:		
Financial Information	Amount Budgeted:		
	Account Number:		
mormation	Additional Appropriation Required:		
	Additional Account	Number:	

Executive Summary

The Sweeny EDC would like to dedicate the road and utilities at the industrial park to the city.

Recommended Action

The Sweeny EDC recommends the approval to accept the utilities and roadway at the industrial park



Sweeny Economic Development Corporation P.O. Box 502 Sweeny, TX 77480 979-548-2894

April 9, 2025

The Sweeny EDC Board, by majority vote, has agreed to dedicate the right of way of the road and utilities at the industrial park to the City of Sweeny.

We have provided the latest drawings to show the metes and bounds.

Thank you,

Michelle Medina

Michelle Medina, Executive Director Sweeny EDC



Business of the City Council City of Sweeny, Texas

Meeting Date	04/15/2025	Agenda Items	
Approved by City Manager		Presenter(s)	David Jordan, City Manager Karla Wilson, Finance Director
Reviewed by City Attorney		Department	Finance
Subject	Presentation and discussion of Windstorm Insurance renewal quotes for 2025-2026		
Council Strategic Goals	 Government Sustainability: Protect City's Financial Integrity Ensure Government Transparency 		
Attachments / Supporting documents	Proposal Summary AmRisc Quote		
Financial Information	Expenditure Requ Amount Budgeted Account Number: Additional Approp Additional Accourt	d: priation Required:	TBD N/A

Executive Summary

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

Renewal quotes for 2025-2026 market policy are attached.

TWIA quotes presented are the same as prior year – current year quotes will not be available until closer to renewal (June 1); expected end of April/beginning of May. TWIA quotes are expected to be substantially the same as the prior year.

Recommended Action

Staff requests guidance from Council on proceeding with windstorm policy renewals.



Apr 10, 2025

Re: City of Sweeny Proposed Effective 5/22/2025 to 5/22/2026

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

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

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

Premium:	\$97,500.00
Policy Fee	\$750.00
Broker Fee	\$500.00
Inspection Fee	\$1,000.00
Program Fee	\$1,950.00
Surplus Lines Tax	\$4,932.45
Stamping Office Fee	\$40.68

Grand Total: \$106,673.13

Deductible: 3% Per Location Subject to a Minimum of \$100,000 - Named Storm

Broker Fees & Policy Fees are Fully Earned at Binding

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

If Non Admitted the following applies:

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

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

Surplus Lines Agent: CRC Insurance Services, License

Address:



Heena Patel Victor Insurance Managers Inc. Apr 10, 2025

Item 19.

City of Sweeny, Ref Proposed Effective 5/22/2025 to 5/22/2026

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

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

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

Premium:	\$85,500.00
Policy Fee	\$750.00
Broker Fee	\$500.00
Inspection Fee	\$1,000.00
Program Fee	\$1,710.00
Surplus Lines Tax	\$4,338.81
Stamping Office Fee	\$35.78
Grand Total:	\$93,834.59

Option to Elect Terrorism Coverage

TRIPRA Premium: APPLIES \$8,550.00 Additional Taxes: \$418.10 Total Including TRIA(if elected) \$102,802.69

Deductible: 5% Per Location Subject to a Minimum of \$250,000 – Named Storm

Broker Fees & Policy Fees are Fully Earned at Binding

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

If Non Admitted the following applies:

Texas Tax Filings are the responsibility of: CRC Guaranty Fund Nonparticipation Notice

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

Surplus Lines Agent: CRC Insurance Services, License

Address:

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

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

Upon requesting quotes and/or placement for the coverage listed herein, the producing retail broker hereby confirms that he/she has performed any and all diligent searches, as may be required by statute, for coverage through licensed carriers or other means of placement, and as necessary maintain proof of declination. Where allowed by governing statutes, "diligent effort" may not require an actual physical search and declination on each risk, but may be based on the retail producing broker's own experience, opinion and overall knowledge of acceptability in the admitted marketplace.

Texas Complaints Notice

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

AmRisc, LLC

To get information or file a complaint with your insurance company or HMO:

Call: Complaints Department at 252-247-8760

Toll-free: 877-284-4900

Online: <u>www.AmRISC.com</u>

Email: Complaints@AmRISC.com

Mail: AmRISC, LLC

Complaints Department 1700 City Plaza Drive, Suite 200 Spring, TX 77389

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

- Email: ConsumerProtection@tdi.texas.gov
- Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030

LMA9080E

1 August 2023

TEXAS SURPLUS LINES NOTICE

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

LMA9079 September 1, 2013



Q	u	0	t	е
_	_	_	_	_

To: Justin Purdy CRC Group Houston TX From: Michelle Robinson Waypoint Wholesale, an AmRisc Company

Named Insured:	City of Sweeny	Effective Date:	5/22/2025
		Expiration Date:	5/22/2026
			- / - /
Mailing Address:	102 W Ashley-Wilson Road	Valid until:	5/15/2025
	Sweeny, TX 77480		

IF THIS ACCOUNT INCEPTS DURING HURRICANE SEASON, THIS QUOTE EXPIRES ON 5/15/2025

This Quote is based on the coverage, terms and conditions listed herein, which may be different from those requested in your original submission or shown in your produced binder. It is incumbent upon you to review the terms of this Quote carefully with your insured and reconcile any differences in the terms requested in your original submission or shown in your produced binder. AmRisc, LLC disclaims any responsibility for your failure to reconcile with the insured any differences between the terms shown in this Quote and those terms requested in your original submission or shown in your certificates of insurance or produced binder.

The Quote is based on the information submitted on the property App-SOV. In the event there is conflicting material information between that information shown on the property App-SOV and other submitted information (Acord forms/etc). the information shown on the property App-SOV shall take precedence.



Mailing Addr	ess:	102 W Ashley-Wilson Road Sweeny,TX 77480
Values(\$):	Building	7,252,685
	Contents/BPP	0
	Other	15,188
	Rents	50,000
Sum of TIV(\$):	7,317,873
Valuation:	Coinsurance:	N/A
	Limitation, TE:	1/12th monthly
	Valuation, PD:	RCV
	Valuation, TE:	ALS
Perils Covere	d:	Wind & Hail Only
Limits of Liab	ility:	Limits of Liability: (as per schedule, NOT blanket)
Total Limits o	of Liability:	\$7,317,873 (100.00 %) part of \$7,317,873 excess of "deductible"
Deductibles:	(Deductibles are Per Occurrence unless stated otherwise)	
	AOP	NOT COVERED
	NS Wind/Hail	5.00% minimum \$250,000
	AO Wind/Hail	1.00% minimum \$100,000
	Wind Driven Precip	5.00% minimum \$250,000



Premium(\$):		
Premium:		85,500.00
Subtotal:		85,500.00
Taxes & Fees(\$):		
Producer is responsible for collection/p	payment of State taxes & related fees	
Inspection Fee:		1,000.00
Program Fee:		1,710.00
Total(\$):		88,210.00
Additional options:		
Additional options listed below are not included in the	e above premium or tax summary, and additional charges may ap	ply if purchased.
TRIPRA(\$):		8,550.00
Minimum Earned Premium:	35%	
Term Rate (Reference Only):	\$1.168	



Terms and Conditions

Specific Terms and Conditions

Percent deductibles are per occurrence, per Location.

Coverage explicitly excludes all Flood including but not limited to Flood during windstorm events.

Limits are as per Schedule by Building, NOT blanket.

All Buildings with outstanding damage are excluded. Contact underwriter if waiver needed.

Roof coverings to be ACV if originally installed or last fully replaced prior to 2013

Coverage excludes all loss or damage directly or indirectly caused by any Named Storm in existence at time of written request to bind or inception of any new or additional exposure.

Cosmetic Roof Damage Restriction AR CRD applies.

Compass Policy Section II. A. "Covered Causes of Loss" is deleted in its entirety and replaced with the following:

II. A. COVERED CAUSES OF LOSS: This Policy insures against all direct physical loss or damage to Covered Property for the perils of Windstorm and Hail Only, except as excluded.

Any additions to outdoor property require prior Underwriter approval.

Standard Terms and Conditions

Any Additional or Return premium under \$500 shall be waived, except for new perils or coverages added.

This quote is subject to acceptance both sides with NO COVER GIVEN.

Severe cancellation penalties apply to CAT exposed property.

Information due at binding OR within 30 days of inception:

Signed Property Application/SOV (AR APP), Signed Flood Notice, Signed Surplus Lines Statement (Required at binding) Signed TRIA Disclosure Notice(s)

To comply with regulatory provisions, unless the above requested information is received within 30 days, automatic NOC must be sent contingent upon receipt of information.

Form Type (unless otherwise identified):



Extensions and Sublimits

Compass	
Standard Endorsements	
Exclusion of Certified Acts of Terrorism (AR TRIA EXCL)	
Standard forms/endts, avail upon req.	
Extensions and Sublimits	Program Sublimits
Earth Movement per occ & ann aggr for all Locations combined; subject to:	Not Covered
Earth Movement per occ & ann aggr: CA, AK & HI	Not Covered
Earth Movement per occ & ann aggr: OR & WA	Not Covered
Earth Movement per occ & ann aggr: New Madrid	Not Covered
Flood, per occ & ann aggr for all Locations combined; subject to:	Not Covered
Flood, per occ & ann aggr: Zones A & V	Not Covered
Accounts Receivable	\$100,000
Civil or Military Authority, the lesser of	30 days max \$100,000
Contingent Time Element; the lesser of	60 days max \$100,000
Contractors Equipment; unscheduled: owned, leased, rented or borrowed	\$50,000
Any One Item	\$10,000
Course of Construction	\$100,000
Course of Construction Soft Costs	\$10,000
Debris Removal; the lesser of	25% / \$5,000,000
Electronic Data and Media	\$50,000
Errors or Omissions	\$25,000
Extended Period of Indemnity	90 days
Extra Expense	As Per Schedule
Expediting Expense	As Per Schedule
Fine Arts	\$50,000
Fire Brigade Charges	\$25,000
Fungus, Molds, Mildew, Spores, Yeast (per occ/ann aggr)	\$15,000
Ingress/Egress	30 days max \$50,000
Leasehold Interest	\$25,000
Limited Pollution Coverage (Annual Aggregate)	\$25,000
Lock Replacement	\$25,000
Miscellaneous Unnamed Locations	\$25,000
Newly Acquired Property	60 days max \$1,000,000
Ordinance or Law:	
Coverage A:	Incl in Bldg Limit
Coverage B:	10% per bldg, max \$1.0M per occ
Coverage C:	Included with Coverage B
7	

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Coverage D:	Incl in the TE, if cov
Coverage E	Included in the Building Lim Item 19.
Ordinary Payroll	30 days
Plants, lawns, trees or shrubs	\$10,000
Any one plant, lawn, tree or shrub	\$1,000
Professional Fees (Annual Aggregate)	\$10,000
Reclaiming, restoring or repairing land improvements	\$10,000
Reward Reimbursement	\$10,000
Royalties	\$10,000
Service Interruption (72 hr qualifying period)	\$50,000
Solar Power Systems	\$10,000
Spoilage	\$10,000
Time Element Monthly Limitation	1/12th monthly
Transit	\$25,000
Underground pipes, flues & drains	\$25,000
Valuable Papers and Records	\$100,000
Wind Driven Precipitation Per Occ and Ann Agg	\$100,000



Options

Options:

3% Named Wind Deductible \$100K min.

\$12,000 AP

Options listed do not include additional Taxes & Fees. Additional charges will apply if purchased.



Carrier Participation

Carrier (May change at binding)	<u>AM Best / S&P</u>
Certain Underwriters at Lloyds (Lloyds)	A XV / A+
Indian Harbor Insurance Company (IndianH)	A+ XV / A+
Old Republic Union Insurance Company (ORU)	A+ XV / A+
GeoVera Specialty Insurance Company (GVS)	A VIII/na
MS Transverse Specialty Insurance Company (TSIC)	A VIII/na
Spinnaker Specialty Insurance Company (SPI)	A- VIII
Everest Indemnity Insurance Company (EIIC)	A+ XV
Obsidian Specialty Insurance Company (RSC)	A- VII
Emerald Bay Specialty Insurance Company (EBS)	A-VII

Company Ratings stated above reflect our best efforts for updating the information, but may be out of date at the time of this quote or binder. Financial Review is the responsibility of the Insured.

City of Sweeny AmRisc/Waypoint Windstorm Locations & Values for 2024-2025 May 22,2025 - May 22, 2026

ID	Building Description	Address Line	City	Zip	Year Built	Building Values	Total Value		3% Out of Pocket Deductible; min. \$100K	Deductible; min.		Area
4	City Hall	102 W Ashley-Wilson Rd	Sweeny	77480-1202	1986	\$739,375	\$739,375	\$36,969	\$22,181		1	3020
	Volunteer Fire Station/Generator	210 N Pecan St	Sweeny	77480-3022	1970	\$1,139,063	\$1,139,063	\$56,953	\$34,172		3	5950
6	Library/Civic Center	205 W Ashley-Wilson Rd	Sweeny	77480-1023	1983	\$1,872,747	\$1,872,747	\$93,637	\$56,182			10400
8	Water Plant	201 N Peach St	Sweeny	77480-3017	1964	\$182,250	\$182,250	\$9,113	\$5,468			790
	Public Works Building	201 W 2nd St	Sweeny	77480-0000	1950	\$267,300	\$267,300	\$13,365	\$8,019			2359
12	Wastewater Treatment Plant	2309 Ave A	Sweeny	77480-0000	1995	\$1,967,587	\$1,967,587	\$98,379	\$59,028			0
19	Office/Chlorine Bldg w/180kw Generator	2309 Ave A	Sweeny	77480-0000	1993	\$175,148	\$175,148	\$8,757	\$5,254			1216
	Seniors Bldg	205 N Oak	Sweeny	77480-0000	2006	\$349,215	\$349,215	\$17,461	\$10,476	\$6,984	3	1763
	Police Station	123 N Oak	Sweeny	77480-3011	1970	\$560,000	\$560,000	\$28,000	\$16,800	\$11,200	4	2800
	Parking Shelter	102 W Ashley Wilson Rd	Sweeny	77480-0000	1986	\$15,188	\$15,188	\$759	\$456	\$304	3	1080
	Business Income					\$25,000	\$25,000			-		
	Extra Expense					\$25,000	\$25,000					
				_		\$7,317,873	\$7,317,873	\$363,394	\$218,036	\$145,357		
							Total Cost:	\$93,835	\$106,673	\$112,299	<u></u>	
								Option 1	Option 2	Option 3		

Does not include any contents-removed in 2024

Does not include Fire Training Building (1507 A CR 372)-removed in 2024

Option #:_____

Sign:_____

Date:_____

City of Sweeny Effective June 1, 2025-June 1, 2026 Texas Windstorm Insurance Association

1.0				Values	Value		Out of Pocket	Out of Pocket
ach St S	Sweeny	77480-3017	1978	\$279,215	\$0	\$279,215	\$2,792	\$13,961
camore St S	Sweeny	77480-2916	1978	\$279,215	\$0	\$279,215	\$2,792	\$13,961
Hackberry St S	Sweeny	77480-0000	1978	\$1,199,221	\$0	\$1,199,221	\$11,992	\$59,961
Peach St S	Sweeny	77480-3018	1947	\$727,087	\$0	\$727,087	\$7,271	\$36,354
ach St S	Sweeny	77480-3017	1978	\$64,911	\$0	\$64,911	\$649	\$3,246
camore St S	Sweeny	77480-0000	1978	\$192,655	\$0	\$192,655	\$1,927	\$9,633
rtin Luther King Blvd S	Sweeny	77480-0000	1978	\$219,788	\$0	\$219,788	\$2,198	\$10,989
ravis S	Sweeny	77480-2921	1978	\$64,911	\$0	\$64,911	\$649	\$3,246
						Total Premium	\$34,927	\$30,312
	Hackberry St SP Peach St St ach St St camore St St rtin Luther King Blvd St	Jackberry St Sweeny Peach St Sweeny ach St Sweeny camore St Sweeny rtin Luther King Blvd Sweeny	Jackberry St Sweeny 77480-0000 Peach St Sweeny 77480-3018 ach St Sweeny 77480-3017 camore St Sweeny 77480-0000 rtin Luther King Blvd Sweeny 77480-0000	Jackberry St Sweeny 77480-0000 1978 Peach St Sweeny 77480-3018 1947 ach St Sweeny 77480-3017 1978 ach St Sweeny 77480-3017 1978 camore St Sweeny 77480-0000 1978 rtin Luther King Blvd Sweeny 77480-0000 1978	Hackberry St Sweeny 77480-0000 1978 \$1,199,221 Peach St Sweeny 77480-3018 1947 \$727,087 ach St Sweeny 77480-3017 1978 \$64,911 camore St Sweeny 77480-0000 1978 \$192,655 rtin Luther King Blvd Sweeny 77480-0000 1978 \$219,788	Hackberry St Sweeny 77480-0000 1978 \$1,199,221 \$0 Peach St Sweeny 77480-3018 1947 \$727,087 \$0 ach St Sweeny 77480-3017 1978 \$64,911 \$0 ach St Sweeny 77480-3017 1978 \$64,911 \$0 camore St Sweeny 77480-0000 1978 \$192,655 \$0 rtin Luther King Blvd Sweeny 77480-0000 1978 \$219,788 \$0	Jackberry St Sweeny 77480-0000 1978 \$1,199,221 \$0 \$1,199,221 Peach St Sweeny 77480-3018 1947 \$727,087 \$0 \$727,087 ach St Sweeny 77480-3018 1947 \$727,087 \$0 \$727,087 ach St Sweeny 77480-3017 1978 \$\$4,911 \$0 \$64,911 samore St Sweeny 77480-0000 1978 \$192,655 \$0 \$192,655 trin Luther King Blvd Sweeny 77480-2021 1978 \$219,788 \$0 \$219,788 ravis Sweeny 77480-2921 1978 \$64,911 \$0 \$64,911 Total Total Total Total Total Total	Jackberry St Sweeny 77480-0000 1978 \$1,199,221 \$0 \$1,199,221 \$11,992 Peach St Sweeny 77480-3018 1947 \$727,087 \$0 \$727,087 \$7,271 ach St Sweeny 77480-3018 1947 \$727,087 \$0 \$727,087 \$7,271 ach St Sweeny 77480-3017 1978 \$64,911 \$0 \$64,911 \$649 camore St Sweeny 77480-0000 1978 \$192,655 \$0 \$192,655 \$1,927 trin Luther King Blvd Sweeny 77480-2921 1978 \$64,911 \$0 \$64,911 \$649 ravis Sweeny 77480-2921 1978 \$64,911 \$0 \$64,911 \$649 ravis Sweeny 77480-2921 1978 \$64,911 \$0 \$64,911 \$649 Total \$34,927 \$34,927 \$34,927 \$34,927 \$34,927

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

*Quote subject to TWIA inspection'

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

Option #:_____

Sign:_____

Date:_____



AGENDA MEMO

Business of the City Council City of Sweeny, Texas

Meeting Date	04/15/2025	Agenda Items				
Approved by City Manager		Presenter(s)				
Reviewed by City Attorney	Yes	Department	Animal Control/Ordinances			
Subject	Discussion and possible action to Ordinance 25-106, amending the animal control ordinance, adding a trap, neuter, return program for cats.					
Attachments / Supporting documents	Ordinance 25-106					
	Expenditure Requ		Approx. \$600.00			
Financial	Amount Budgeted	3:	\$5000.00			
Information	Account Number:	50-20-6717				
mormation	Additional Approp					
	Additional Accour	nt Number:				

Executive Summary

At the previous March 25th meeting, during the discussion of the BAAB animal shelter services agreement, questions arose regarding the trap, neuter, and return program, to be offered by BAAB.

An ordinance was suggested to further align the agreement with the protocols and requirements pertaining to the program on the City side.

Section 4: BAAB agrees to operate a trap, neuter and release program (TNR) for feral cats in the community. This program will humanely trap the cats, provide spay and neuter services and return the cats to their original location.

Recommended Action

To approve Ordinance 25-106, amending the animal control ordinance, adding the trap, neuter, return program for cats.

ORDINANCE NO. 25-106

AN ORDINANCE OF THE CITY OF SWEENY, TEXAS, AMENDING THE ANIMAL CONTROL ORDINANCE OF THE CITY OF SWEENY IN THE INTEREST OF PUBLIC SAFETY, SANITATION AND WELFARE; ADDING A NEW SECTION 95.16 TO THE CODE OF ORDINANCES OF THE CITY OF SWEENY, TEXAS, PROVIDING A TRAP, NEUTER, RETURN PROGRAM FOR CATS WITHIN THE CITY; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE AT THE DATE OF ITS PASSAGE.

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

Section 1:

Chapter 95 of the Code of Ordinances of the City of Sweeny, Texas, entitled

"ANIMALS", is hereby amended by adding a new Section 95.16 which shall after the

effective date of this ordinance read as follows:

"SECTION 95.16 MANAGEMENT OF CAT POPULATION

A. Definitions. For the purpose of this section, the following terms shall have the following meanings:

1. "Community cat" is a member of the domestic species Felis Catus and shall mean a free-roaming cat who may be cared for by one or more residents of the immediate area who is/are unknown; a community cat may or may not be feral. Community cats are not wildlife.

2. "Community cat caregiver" shall mean a person who, in accordance with and pursuant to a policy of Trap-Neuter-Return, provides care, including food, shelter or medical care to a community cat, while not being considered the owner, harborer, controller or keeper of a community cat. 3. "Eartipping" shall mean the removal of the distal one-quarter of a community cat's left ear, which is approximately 3/8 inch, or 1 cm, in an adult and proportionally smaller in a kitten. This procedure is performed under sterile conditions while the cat is under anesthesia, in compliance with any applicable federal or state law, and under the supervision of a licensed veterinarian. Eartips are designed to identify a community cat as being sterilized and lawfully vaccinated for rabies.

4. "Trap-Neuter-Return" shall mean the process of humanely trapping, sterilizing, vaccinating for rabies, eartipping and returning community cats to their original location.

B. Permitted acts. The following actions shall be permitted in the City of Sweeny as part of Trap-Neuter-Return:

1. Trapping, for the sole purpose of sterilizing, vaccinating for rabies and eartipping community cats, in compliance with all applicable laws and the terms of this ordinance.

2. An eartipped cat received by local shelter will be returned to the location where trapped unless veterinary care is required. A trapped, eartipped cat will be released on site unless veterinary care is required.

3. Community cat caregivers are empowered to reclaim impounded community ownership solely for the purpose of carrying out Trap-Neuter-Return and/or returning community cats to their original locations.

4. A person who returns a community cat to its original location while conducting Trap-Neuter-Return is not deemed to have abandoned the cat.

5. Trap-Neuter-Return shall be the preferred disposition for impounded community cats. Animal control and the local shelter are authorized and encouraged to conduct Trap-Neuter-Return or to direct impounded community cats to a Trap-Neuter-Return program.

6. The City of Sweeny hereby authorizes the administration to contract with local non-profits (for example, BAAB, a Texas non profit corporation) to help in the administration of the Trap-Neuter-Return program."

Section 2:

All ordinances or parts of ordinances in conflict herewith are hereby expressly repealed.

Section 3:

This ordinance shall be effective from and after its passage.

PASSED AND ADOPTED this _____ day of _____, 2025.

DUSTY HOPKINS, Mayor of the City of Sweeny, Texas

ATTEST:

KAYDI SMITH, City Secretary