



CITY COUNCIL MEETING REGULAR SESSION

Tuesday, July 18, 2023 at 6:00 PM

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

AGENDA

BE IT KNOWN that the City Council of the City of Sweeny will meet in **Regular Session** on **Tuesday, July 18, 2023 at 6:00 PM.** at City Hall, 102 W. Ashley Wilson Rd, Sweeny, Texas with the following agenda. Council is conducted under modified Roberts Rules of Order as approved by Resolution 102-16; July 19, 2016. In accordance with Chapter §551 of the Texas Government Code, if required, the Council may conduct an executive session on any of the agenda items provided the City Attorney is present.

CALL TO ORDER/ROLL CALL

PLEDGES & INVOCATION

CITIZENS WISHING TO ADDRESS CITY COUNCIL

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

CONSENT AGENDA

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

1. Minutes: Regular Session, June 20, 2023; Special Session, June 26, 2023; Special Session July 11, 2023
2. Discussion and possible action on presentation of the City's investments, Third Quarter Investment Report spanning the months of April, May, and June of 2023.

REGULAR AGENDA

3. Discussion/ Possible Action to Agenda Request for Water Softener Repairs; Councilman Rambo
4. Discussion/ Possible Action to Agenda Request Received on Stray Cat Problem; Darlene Tipps
5. Discussion/ Possible Action to Agenda Request Received on Metal Recycling Business; Al Lindley
6. Discussion/ Possible Action on Amendment to Parks Rental Policy; Shaun Massey

- [7.](#) Discussion/ Possible Action on Agenda Request on Updates to Drainage on Stevenson Slough and McKinney/Avenue A; John Richers WBCDD #1
- [8.](#) Discussion and possible action on a request from John Richers of West Brazoria County Drainage District #11 for City Council to rescind a decision by Sweeny City Council and Brazoria County Commissioners' Court to enter an interlocal agreement between City of Sweeny and Brazoria County for the provision of the replacement of a drainage culvert beneath Ashley Wilson Road west of Stewarts Grocery Store.
- [9.](#) Discussion/ Possible Action to allow Sweeny EDC to open applications for Board of Directors
- [10.](#) Discussion/ Possible Action on Sweeny EDC's Performance Agreement Amendment with Trilogy Resources, LLC
- [11.](#) Discussion/ Possible Action on Approving the Sweeny Economic Development Corporations Fiscal Year 2023/2024 Budget
- [12.](#) Discussion/ Possible Action to Agenda Request Received on Code Enforcement Follow Up; Councilman Pettigrew
- [13.](#) Discussion/ Possible Action on Agenda Request on Inframark; current invoice, current and future contract, exit strategy and timeline; Councilman Cook
- [14.](#) Discussion/ Possible Action on Agenda Request on Council Meetings being regularly scheduled to two times per month; Councilman Cook
- [15.](#) Presentation, discussion, and possible action from City Departments to City Council for the third quarter of Fiscal Year 2022/2023 (April - June). City Manager, City Secretary, Public Works, Police Department, Fire Department, SEDC

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

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

16. Deliberation/ Possible Action to Personnel Matters Regarding the Appointment, Employment, Evaluation, Re-assignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Pursuant to Section 551.074 of the Texas Government Code. (City Manager and City Manager Charter Requirements)

OPEN SESSION

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

ITEMS OF COMMUNITY INTEREST

ADJOURN REGULAR SESSION

I certify that the notice and agenda of items to be considered by the Sweeny City Council on **July 11, 2023** was posted on the City Hall bulletin board on the _____ day of _____, 2023, at approximately _____ am/pm.

Kaydi Smith - City Secretary

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

Kaydi Smith - City Secretary

CITY COUNCIL MEETING REGULAR SESSION

Item 1.

Tuesday, June 20, 2023 at 5:00 PM

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

MINUTES

BE IT KNOWN that the City Council of the City of Sweeny will meet in **Regular Session** on **Tuesday, June 20, 2023 at 5:00 PM.** at City Hall, 102 W. Ashley Wilson Rd, Sweeny, Texas with the following agenda.

CALL TO ORDER/ROLL CALL

Mayor Hopkins called the meeting to order at 5:00 P.M.

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

PLEDGES & INVOCATION

John Rambo led the pledges and the Invocation was given by Pastor B.J. McCurdy of New Shores Church.

Mayor Hopkins closed Open Session at 5:01 P.M. to convene into EXECUTIVE SESSION IN ACCORDANCE WITH THE TEXAS GOVERNMENT CODE SECTION 551.071, 551.072 AND 551.074 for the following items.

1. Deliberations Regarding Real Property; Sec. 551.072; A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have detrimental effect on the position of the governmental body in negotiations with a third person - (Phillips 66 Property located at 1008 E Ashley Wilson Road).
2. Deliberation Regarding Personnel Matters regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, pursuant to Section 551.074 of the Texas Government Code. (Director of Public Works)
3. Consultation with Attorney, Pursuant to Section 551.071(1)(a) of the Texas Government Code; Construction Contract and Project Scope of 2019 Bond Issue Water Line Improvements
4. Consultation with Attorney, Pursuant to Section 551.071(1)(a) of the Texas Government Code; Water System and Softener

Mayor Hopkins moved back into Open Session at 6:10 p.m. (re-convening) pursuant to the Provisions of Chapter 551 Texas Government Code. (Closing Executive Session)

Mayor Hopkins asked if there was any action to Executive Session Item #1 to be made and no response was given. *No action stated.*

Mayor then asked if there was any action to Executive Session Item #2.

Reese Cook made the motion that items 2,3, & 4 from Executive Session be moved to the end of the Regular Session after item 21. Mark Morgan Jr. seconded. All in favor. Motion Carried.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

Shaun Massey of the Sweeny Lions Club stated he has contacted a contractor to bring a carnival and circus to Sweeny on July 22, 2023 and will be coming to Council on a Special Session requesting usage of City Owned property. The Lions Club is wanting to use the area behind and to the side of City Hall. He will be getting all the necessary insurance and information together.

CONSENT AGENDA

5. Minutes: Special Session, May 23, 2023

John Rambo made the motion to approve the minutes of the Special Session, May 23, 2023. Tim Pettigrew seconded. All in favor. Motion carried.

6. Proclamation: The 2023 Sweeny Girls 10U Softball Allstars

Mayor Hopkins read the Proclamation aloud. Mayor Hopkins and Mayor Pro-Tem John Rambo gave each player a City of Sweeny pin and a copy of the signed Proclamation, recognizing the hard work and dedication of the team. Notion was made that the 2023 Sweeny Girls 10U Softball Allstars additionally won state following the District win.

REGULAR AGENDA

7. Updates to Water and Wastewater System; Inframark

Tracy Butcher with Inframark gave Council an update to the Water and Wastewater Plants. Butcher provided Council with a list of repairs needed at both plants. Costs incurred for services was questioned by Council, as the City is on an emergency contract with Inframark.

Reese Cook made the motion to approve up to \$9,000.00 from the Texpool Account for the purchase of a single clarifier cleaning. Tim Pettigrew seconded. All in favor. Motion carried.

8. Discussion/ Possible Action on Rehabbing Sewer on Mac Drive

City Manager stated that during bouts of heavy rain the city receives sewer complaints on Mac Drive. William Huebner, City Engineer, gave an outline and possible remedies for the sewer lines and manholes on Mac Drive. He believes infiltration and inflow is causing the issue during heavy rains. Huebner recommends smoke testing to show infiltration locations which would help to identify any leaks in city lines, service lines, and/or cleanouts. The surrounding area is composed of approximately 40,000 feet of sewer line and 90 manholes. He recommends the smoke testing and manhole inspections versus a full replacement, as upsizing the lines could cost several million dollars. For the smoke testing and manhole inspections, it would cost approximately \$50,000.00.
No action taken – Discussion Only.

9. Discussion/ Possible Action on Agenda Request Received for City Owned Property Located Behind Sweeny Community Center; Jacob Strother

City Manager stated the city has paid for the property to be surveyed behind the Community Center. If the Council wishes to sell the property, she recommends placing on the market. The property would have to be reconfigured, as the pavilion behind the library is within the surveyed property. Attorney Stevenson feels a majority of the property would be easements if re-platted. Jacob Strother is wanting the deeds reconciled. He doesn't feel the deed he has located matches what is being depicted in the survey completed by Doyle and Wachtstetter. Strother is part of the Girls Softball Association and the organization is trying to acquire land in hopes of obtaining fields.
Reese Cook made the motion to have the City Manager speak with Doyle and Wachtstetter to reconcile the plat/survey received against the deed information. Tim Pettigrew seconded. Reese Cook stated the pavilion was donated by Rotary and for future conversations, there are more entities

involved, rental agreements, and the Community Center to consider. Mr. Strother stated he was interested in the land on the side of the Community Center adjoining Texas Avenue and asked if the city would entertain selling as well. It was stated that what he is asking is not on the agenda to discuss. All in favor. Motion carried.

Mayor Hopkins called a recess at 7:16 PM and reconvened at 7:23 PM, continuing Open Session.

10. Discussion/ Possible Action on Replat to Combine Two Adjoining Properties into One; 1604 Milian Circle

John Rambo made the motion to accept the replat to combine two adjoining properties into one at 1604 Milian Circle. Tim Pettigrew seconded. All in favor. Motion carried.

11. Discussion/ Possible Action on Replat of 10.879 acres located at Industrial Park

The replat shown within the Council packet does show a difference of .85 acreage compared to the mylars received for signatures. Trilogy Resources LLC's original performance agreement states approximately 11.53 acres. Due to pipelines, road accommodations, and the movement of the detention reserve, the acreage has decreased to 10.794 acres.

Mark Morgan Jr. made the motion to approve the survey for Trilogy Resources LLC. Tim Pettigrew seconded. All in favor. Motion carried.

12. Discussion/ Possible Action on Approving a Grant by Sweeny Economic Development Corporation to Sweeny Tire & Auto

Michelle with Sweeny EDC stated this is a grant for up to \$22,000.00 to Sweeny Tire and Auto for a mechanical lift. Currently they are operating with one lift and are hoping to add an additional. They have been in business in Sweeny for approximately 30 years. If Council approves, EDC then requires additional information from the business owner to pursue the performance agreement. *John Rambo made the motion to approve the grant for Sweeny Tire & Auto in the amount of the asking, up to \$22,000.00. Mark Morgan Jr. seconded. Reese Cook stated he thinks it would be good for EDC to require multiple bids and questioned how the employee retention is confirmed. Tim Pettigrew questioned the labor portion of the quoted bid. Mayor Hopkins questioned if the lift would increase sales tax. Mark Morgan Jr., John Rambo, and Tim Pettigrew approved. Reese Cook opposed. Motion carried.*

13. Discussion/ Possible Action on Amendment to the Sweeny Economic Development Corporations FY 2022/2023 Budget

Nina Christie, President of Sweeny EDC, explained the proposed budget amendments for FY 22/23, which include the current loan for the Industrial Park Improvements and the previous agenda item for the Sweeny Tire and Auto grant.

Reese Cook made the motion to approve the amended budget for EDC as presented. Mark Morgan seconded. All in favor. Motion carried.

14. Discussion/ Possible Action on Sweeny Economic Development Corporations FY 2023/2024 Budget

Nina Christie, SEDC President, presented the Fiscal Year 2023/2024 SEDC budget to Council. Discussion ensued.

Reese Cook made the motion to table this item to a future date for EDC the time to make clarifications in the budget to include: expand on items for transparency and clarity, review with the City Manager prior to coming to council again, and to add previous years approved budget and any/most recent approved amendments to what is going to be presented. Mark Morgan seconded.

Mark Morgan Jr., Reese Cook, and John Rambo approved. Tim Pettigrew abstained. Motion carried.

15. Discussion/ Possible Action on Variance Requested to City Ordinance, Chapter 115; Mobile Food Establishments

Variance has been requested for a sco-cone trailer to operate during the summer/fall months on the property of 602 N Main, known as Beal's Bubbles. The mobile food unit does not fit into the temporary or permanent food establishment requirements nor falling into the scope of a peddlers/solicitors permit. The City does not have a semi-permanent option under the food establishment ordinance, but is being addressed to bring to the Council as a modification. Sarah Cox, approached Council asking for the variance to allow her to bring Sisters Sweets LLC to Sweeny. She is requesting to bring her trailer to town to sell sno cones but also intends to employ several Sweeny students. Council discussed the items required for both types of food establishments as per the City ordinance, other city requirements, and County requirements. *Reese Cook made the motion to approve the recommended action of a variance requested to allow Sister Sweets LLC to occupy at 602 N Main as a temporary mobile food establishment for the duration of six (6) months, with a fee of fifty (\$50.00) dollars and granting all variances needed within the type of permitting specified. John Rambo seconded. All in favor. Motion carried.*

16. Discussion/ Possible Action to Amend Chapter 113 City Ordinance; Alcohol Sales

City Manager stated that in the 2008 General Election Sweeny voters approved for the sale of mixed beverages for on premises consumption in a restaurant where fifty percent (50%) of gross sales is derived from food. However, the city's code of ordinances does not reflect the previously approved. The City Attorney has provided Council with an amendment to Chapter 113 of the City's Ordinances. The amendment also includes distances allowable for establishments selling alcohol that are in the vicinity of churches, daycares, and schools. Council discussed the distance stated and how the proposed distances would affect commercially zoned properties. Council discussed reducing the linear footage from 300 feet to 15 feet in order to diminish hindering current permitted establishments selling on and off premises beer and wine beverages, as well as future establishments.

Mark Morgan Jr. made a motion to approve the amendment to fifteen (15) feet in a commercial zone for sale of beer, wine, and mixed drinks. Tim Pettigrew seconded. Reese Cook clarified the zone specified. Attorney Stevenson stated the motion is for commercial zones only, not residential. All in favor. Motion carries.

17. Discussion/ Possible Action to Remove Jeff Farley from all City Bank Accounts and to add Mayor Dusty Hopkins to all City Bank Accounts.

Reese Cook made the motion to remove Jeff Farley from all City Bank Accounts and to add Mayor Dusty Hopkins to all City Bank Accounts. Tim Pettigrew seconded. All in favor. Motion carried.

18. Discussion/ Possible Action on Scheduling a City Council Budget Workshop; FY Budget 2023/2024

Reese Cook made the motion to approve Tuesday, July 11th, 2023 for the Budget Workshop at 4 P.M. Tim Pettigrew seconded. All in favor. Motion carried.

19. Discussion/ Possible Action on Bid Received for Library/Community Center Repairs

Projects Manager, Rusty Lofton, updated Council on the bid received by Brazos Commercial Roofing for the repairs at the Library and Community Center. The total bid has come to \$35,671.00, of that total, the flashing and top of the wall repair at the Library is \$8,100.00. He stated there is a high moisture level in all exterior walls of the Library from the recent water intrusion. The moisture level percentage is estimated to be between sixteen and twenty one percent (16%-21%). Filing as an insurance claim was suggested by the City Manager.

Reese Cook made a motion to file as an insurance claim. Mark Morgan Jr. seconded. All in favor. Motion carried.

20. Discussion/ Possible Action of the Annual Adoption of the City of Sweeny's Investment Policy
City Manger stated this in an annual adoption as the City is required to have an up to date Investment Policy on file for our investment holders, to include TexPool Prime. The policy is also required to open any new investment accounts.

Reese Cook made the motion to adopt the annual Investment Policy. John Rambo seconded. All in favor. Motion carried.

21. Discussion/ Possible Action on Adopting a Local Homestead Exemption of 5% in the City of Sweeny.

City Manager stated the City does not have a local homestead exemption. She is proposing an exemption to help residents as the appraisals have shown a significant increase. Discussion regarding the no new revenue rate and property taxes ensued. The City has not received the certified rolls as of yet. If the City decides to adopt an exemption, it has to be completed and to Brazoria County as of June 30th.

Reese Cook made the motion to approve a ten percent (10%) local homestead exemption. Mark Morgan seconded. All in favor. Motion carried.

Mayor Hopkins closed Open Session at 8:32 P.M. to re-convene into Executive Session.

Mayor Hopkins closed Executive Session at 10:03 P.M. and reconvened into Open Session pursuant to the Provisions of Chapter 551 Texas Government Code.

Executive Session Item #2:

John Rambo made the motion to uphold the decision of the City Manager to terminate the previous Public Works Director. Tim Pettigrew seconded. Mark Morgan Jr., John Rambo, and Tim Pettigrew were in favor. Reese Cook abstained. Motion carried.

Executive Session Item #3:

Reese Cook made the motion to approve Strand Engineering to pursue a change order for all remaining items left in the 2019 bond issue water line improvement project. Mark Morgan seconded. All in favor. Motion carried.

Executive Session Item #4:

Reese Cook made the motion for the City of Sweeny to cancel the water system and softener project with WETS and pursue a refund of the money that has been issued to WETS. Tim Pettigrew seconded. All in favor. Motion carried.

ITEMS OF COMMUNITY INTEREST

Mayor Hopkins stated on August 18th, 2023 the Sweeny Athletic Booster Club will hold their annual barbeque cookoff dinner and auction at the West Columbia Heritage Hall.

City Manager stated the monthly BCCA dinner is tomorrow evening (06/21/23) in West Columbia with the guest speaker being Cody Vasut.

Tim Pettigrew stated he will be giving his testimonial at the First United Methodist Church on July 16th, 2023.

ADJOURN REGULAR SESSION

Mayor Hopkins adjourned the regular session at 10:06 PM.

Passed and approved this _____ day of _____, 2023.

Kaydi Smith, City Secretary

CITY COUNCIL MEETING SPECIAL SESSION

Item 1.

Monday, June 26, 2023 at 5:30 PM

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

MINUTES

BE IT KNOWN that the City Council of the City of Sweeny will meet in **Special Session** on **Monday, June 26, 2023 at 5:30 PM.** at City Hall, 102 W. Ashley Wilson Rd, Sweeny, Texas with the following agenda.

CALL TO ORDER/ROLL CALL

Mayor Hopkins called the meeting to order at 5:43 P.M.

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

PLEDGES & INVOCATION

Mark Morgan Jr. led the pledges and the Invocation was given by Mayor Hopkins.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

Shaun Massey of the Sweeny Lions Club gave an update to the carnival and circus the Lions Club is wanting to host in July. He has submitted the information requested along with the Lion's Club insurance to be placed on the Special Agenda for July 11th, 2023 to request usage of city owned property for the event. He is working on obtaining the contractors insurance and will be submitting to the city. The Lions Club will be handing out backpacks with school supplies and vision screening vouchers during the event.

REGULAR AGENDA

1. Discussion/ Possible Action to Amend Chapter 113 City Ordinance; Alcohol Sales
City Secretary stated the City Attorney has made the revisions as requested to the alcohol sales ordinance specified by Council at the June 20, 2023 meeting. Selling of alcohol located within a commercial zone is prohibited if location is within fifteen (15) feet of a church, hospital, public or private school, and/or daycare facility. The amendment also includes the allowance of mixed beverages in a restaurant as long as fifty (50 %) percent of gross sales are derived from food. The mixed beverages proposition was previously approved by voters in 2008, however, was not reflected in the city's code of ordinances.

Mark Morgan Jr. made the motion to accept the amendments made to Chapter 113 City Ordinance, Alcohol Sales. John Rambo seconded. All in favor. Motion carried.

2. Discussion/ Possible Action to Adopt an Ordinance on a Local Homestead Exemption of 10% in the City of Sweeny

City Manager stated the City Attorney has prepared an ordinance for adoption based on Council's motion from the June 20, 2023 meeting to approve a local homestead exemption of ten (10%) percent. Brazoria County requires an ordinance be adopted and submitted by June 30th, 2023 for the exemption to take effect.

Reese Cook made the motion to approve the adoption of an ordinance on a Local Homestead Exemption of ten percent (10%) in the City of Sweeny. Mark Morgan Jr. seconded. All in favor. Motion carried.

3. Discussion/ Possible Action on Water and Wastewater Maintenance and Operations

City Manager stated that Inframark has been working for the City of Sweeny on an emergency contract for the last several weeks. Inframark is running our water and wastewater plants, taking required samples, completing flushing, ordering chemicals, and obtaining bids for rehab work needed. Assistant City Manager and Director of Public Works, Clarence Wittwer, explained to Council the need for licensed employees and what licensing is required before the City would be

able to operate without Inframark. Both himself and the City Manager feel that Inframark’s services will still be needed for a minimum of at least thirty days. Council discussed contract options, amounts to be paid for services rendered by Inframark and future expenses, and the path forward. Council also suggested the city look at bidding out repairs and/or viewing any markups to Inframark’s bidding process to decrease incurred fees. Council is eager to review more information regarding a regular contract and fees associated once obtained by the City Manager.

Discussion Only- No Action.

ITEMS OF COMMUNITY INTEREST

Mark Morgan Jr. made the comment was to stay hydrated.
Reese Cook stated the 10U Allstars play against Danbury this evening at 7 p.m. and tomorrow.
City Manager wished everyone a Happy 4th of July.
Assistant City Manager stated his grandson was born today. Well wishes from Council were made.

ADJOURN REGULAR SESSION

Mayor Hopkins adjourned the meeting at 6:44 P.M.

Passed and Approved this _____ day of _____, 2023.

Kaydi Smith, City Secretary

CITY COUNCIL MEETING SPECIAL SESSION & WORKSHOP

Item 1.

Tuesday, July 11, 2023 at 4:00 PM

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

MINUTES

BE IT KNOWN that the City Council of the City of Sweeny will meet in **Special Session** on **Tuesday, July 11, 2023 at 4:00 PM.** at City Hall, 102 W. Ashley Wilson Rd, Sweeny, Texas with the following agenda.

CALL TO ORDER/ROLL CALL

Mayor Hopkins called the meeting to order at 4PM.

In audio, the date is stated incorrectly as 06/26/23, time is correct.

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

PLEDGES & INVOCATION

Pledges were led by Councilman Brooks and the Invocation was given by Clarence Wittwer, Assistant City Manager & Director of Public Works.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

No Citizens addressed Council.

REGULAR AGENDA

1. Discussion/ Possible Action for Usage of City Property; Lions Club
Shaun Massey of the Sweeny Lions Club approached Council requesting the usage of the City property directly behind and to the side of City Hall. The Lion's Club wants to bring in a carnival and circus as an addition to their annual back-to-school event. Texas Born Amusements will be coming in and starting setup on July 16th, 2023, and will be open to the public starting July 20th – July 23rd. The carnival is to be open from 6 p.m. to 11:30 p.m. and the circus is to have performances at 7 p.m. and 9:30 p.m. They will be distributing backpacks with school supplies on Saturday and giving away up to 300 visions screenings worth \$45,000.00. Texas Born Amusements will be staying in their RVs on the pad behind City Hall during the event and the Lions Club will have a representative onsite each day. The company plans to be packed up and leaving by July 25th. There will not be alcohol allowed at the event and the Lions Club is not requesting any type of alcohol variance. The City of Sweeny will commit two (2) porta cans for the event, stated City Manager, Lindsay Koskiniemi. The Lion's Club has reached out to Waste Connections for the dumpster and trash bins. Police Chief, Brad Caudle, stated he would have the on-duty officer come by during the event for security presence. The Lion's Club has made a flyer that was handed out to Council and is included as Exhibit 1.
Reese Cook moved to approve the use of the Lions Club; the city property being requested. Mark Morgan seconded. All in favor. Motion carried.
2. Discussion/ Possible Action on Water and Wastewater Maintenance and Operations
Clarence Wittwer, Assistant City Manager & Director of Public Works, updated Council on the recent TCEQ inspection from June and remedies completed. Filter media on the ground has been removed. The generators have been inspected and the generator at the Wastewater Treatment Plant has been restored. He has received the first quotes on the auto dialers. Public Works has completed the listed items including mowing and tree removals requested by TCEQ. They have tried to take samples from Well #4, but it is not running, and the coil is burnt up. Booster pump #2 recently overheated due to continuous running due to a recent water leak. All boosters (3) available are in good condition and available. The wastewater screen is backed up, the clarifiers have been cleaned, the return has been activated and the sludge pump is up

and running. Normal operation is to have one clarifier and one pump running and we now have that. The Shady lift station pump is to be installed July 21st, 2023. For the water plant, the softeners are still offline. There is still media in the system after almost five weeks. Flushing is being continued to alleviate the discoloration. Samples results received show the iron at both wells were under recommended levels of 0.30 by TCEQ. City iron level results were at 0.10. The manganese recommended levels from TCEQ are 0.50 and our samples came back at 0.181 and 0.153. Therefore, both the iron and manganese levels are within good ranges. However, the water hardness is elevated. Recommended hardness levels are between 50 to 200 mg/liter in home. Well #2 came back at 268 and well #1 came back at 396; both being elevated. Mayor Hopkins asked what the original manganese levels were when first tested several months back and questioned the testing sites and softeners. Councilman Brooks questioned the Wastewater Treatment Plant office and potable water. There is currently no emergency shower or eye wash station. Wittwer stated he has reached out to companies to provide quotes on portable stations. The City Manager stated the first Inframark invoice has come in at approximately \$41,000.00 for two months. She thinks they will be here at least thirty more days but with a smaller scope as City is taking on more responsibilities. Mayor Hopkins stated he would like to see an update with a possible contract with Inframark, costs associated, and any third-party markups. See report and results in Exhibit 2 of minutes.

Discussion Only- No Action Taken.

3. Discussion/ Possible Action on Adopting a Resolution for Supporting the Selection of Professional Engineering Services for the FY 2023 Natural Gas Distribution Infrastructure Safety and Modernization Grant under the Department of Transportation, Pipeline, and Hazardous Materials Safety Administration.

The City Manager stated the Resolution presented is to apply for a federal grant that helps with the modernization of aged gas infrastructure within the distribution system. The application is due August 4, 2023. There are two separate resolutions on the agenda tonight associated with this grant. One for supporting the selection of engineering services and one for supporting the selection of a professional grant administration firm. The full grant amount available is \$348 million and City Manager stated she is just hoping to get a piece of that funding with approval from Council. Councilman Rambo asked if there is a match. This grant is at 100% fully federally funded, with no match answered Koskiniemi.

Mark Morgan Jr. made the motion to approve the Resolution for the grant. John Rambo seconded. Reese Cook questioned the engineering. City Manager stated the RFP would need to go out for engineering services and the scope was not drafted yet. Detailed applications are due 08/04/2023. In 2008 there was an unfunded mandated that cities changeout piping citywide and 10% was to be completed each year, with full completion at the end of 10 years, which has not been done. Cook stated the scope was doing improvements on old steel or galvanized lines, does repairs go towards the 10% each year? City Manager stated only if it was documented. We do not necessarily have that documentation. Mark Morgan Jr., Brian Brooks, John Rambo, and Tim Pettigrew approved. Reese Cook opposed. Motion Carried.

4. Discussion/ Possible Action on Adopting a Resolution Supporting the Selection of a Professional Grant Administration Firm for the FY 2023 Natural Gas Distribution Infrastructure Safety and Modernization Grant under the Department of Transportation, Pipeline, and Hazardous Materials Safety Administration.

City Manager stated this is a follow up to the previous agenda item and will be for the resolution to support the selection of a professional grant administration firm.

Mark Morgan Jr. made the motion to approve the Resolution Number 23-113. John Rambo seconded. Mark Morgan Jr., Brian Brooks, John Rambo, and Tim Pettigrew approved. Reese Cook opposed. Motion Carried.

5. Discussion/ Possible Action on an Update to the Construction Contract and Project Scope of 2019 Bond Issue Water Line Improvements

City Manager stated the letter for the change order was issued by Strand to Texas Pride and all parties have signed off. Texas Pride has been released and there is approximately \$1.388 million remaining. Texas Pride is no longer in town working, but still required to remedy warranty work if issues are found. Liquidated damages totals are approximately \$120,000.00 and not included in the \$1.388 million. She is suggesting a portion of the remaining funds be used towards replacing a sewer jetter, smoke testing on Mac Drive, and auto flushers. Item breakdowns and revenues received from interest earned are within the packet. Council discussion ensued on how and where the remaining bond amount may be spent. The suggestion of paying off early was mentioned, but it is believed there is not an early pay off option. Reese Cook's suggestion is to leave in the investment pool and use for capital improvements.

Discussion Only - No Action Taken.

6. Discussion/ Possible Action on Budget Workshop for Fiscal Year 2023/2024

William Kwelle and associate Mike (area manager) presented Council with a quoted proposal from Enterprise Fleet Management Inc. Proposal presented is for the Public Works vehicles only. Police Department vehicles would be added in year two. The first-year cost for three vehicles would be approximately \$36,000.00. See Exhibit 3 within the minutes of proposal presented. Council discussed the proposed costs, number of vehicles needed within the Public Works department, types of vehicles needed, historical maintenance costs, and standard procedure of maintenance and operations for each vehicle/employee. Kwelle stated the plan is to be scalable to the City's needs. Mayor Hopkins would like the list trimmed down and brought back. Councilman Rambo stated he would like a list of expenses paid out for previous vehicles. City Manager then proceeded into presenting the proposed CIP plan and fiscal year 2023/2024 budget.

Mayor Hopkins called a recess at 6:35 p.m. and reconvened into Open Session at 6:42 p.m.

Discussion/ budget workshop continued with the general fund. Council questioned several items and requested items be clarified, lowered, and/or cut. The municipal court fund was discussed in length. Municipal Court is in the Charter, it is believed to that a voters election is required if changed/removed.

After discussion of a vehicle allowance and phone stipend for the City Manager and Assistant City Manager, the City Managers residency was addressed. Discussion of Charter, General Rule versus Home Rule laws of the Administrative Code were noted. City Attorney was not present but Council members mentioned needing him in attendance to discuss further as it relates to the Charter and budget requests.

Reese Cook moved that an item be placed on the agenda next week in Executive Session to discuss City Managers Charter requirements. Brian Brooks seconded. Mark Morgan Jr., Reese Cook, Brian Brooks, and John Rambo approved. Tim Pettigrew abstained. Motion Carried.

Discussion continued on budget items Council would like taken for the next budget workshop. City Manager suggested each member redline the budget to their preferences and we could discuss collectively. Action item notes to complete prior to the next meeting are: trimming down the Enterprise Fleet proposal, obtain information on the requirements of TWIA and possibly cutting down where applicable, check on costs of voice over internet phone systems (VOIP), and assess court needs based on expenditures. Council is also requesting a CPI increase for all employees shown on the next proposed budget, a split out of salaries for clarification purposes of department heads, and to update the water, sewer, and gas utility sales.

Reese Cook moved to adjourn. Mark Morgan seconded. All in favor. Motion carried.

ITEMS OF COMMUNITY INTEREST

Mark Morgan Jr. stated the Park Ribbon Cutting will be Thursday, July 13th, 2023, at 10 AM at MLK Park.
Tim Pettigrew stated Sunday at the Methodist Church he will be giving his testimonial 11 AM.

ADJOURNED REGULAR SESSION at 7:51 p.m. by Mayor Hopkins.

Exhibit 1- Lions Club Annual Back to School Event, Carnival, & Circus Flyer

Exhibit 2- Water System Update & Water Utility Services, Inc. Test Report

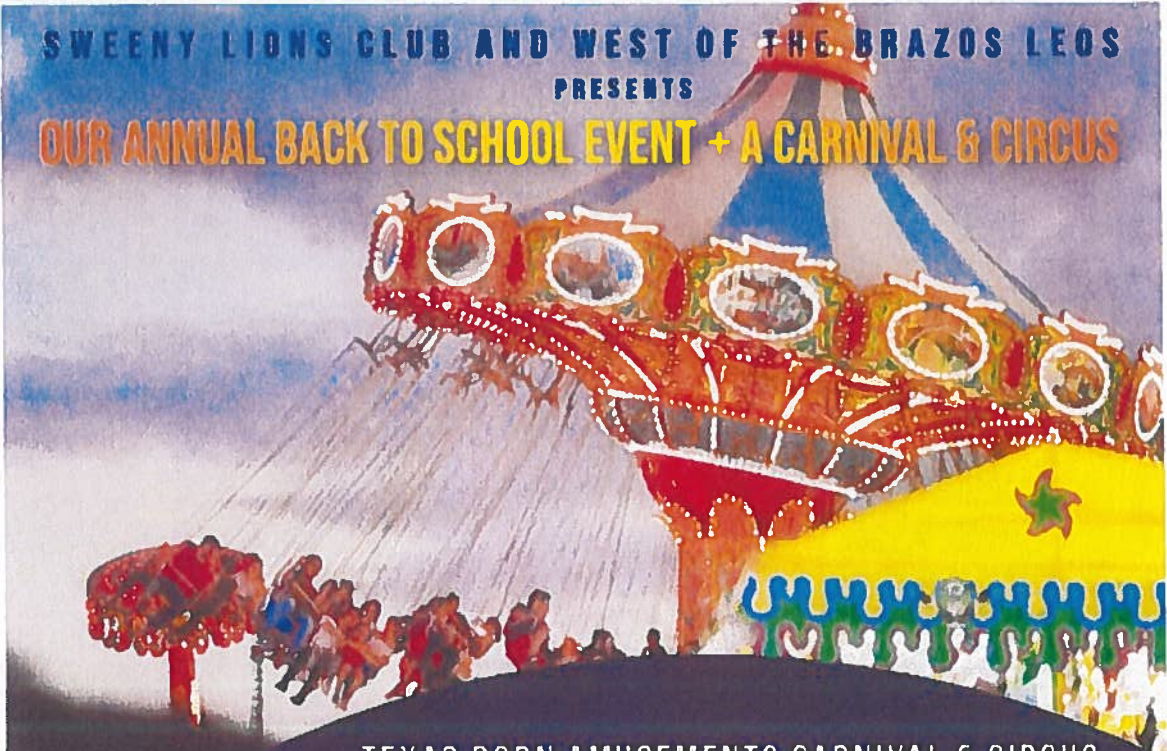
Exhibit 3 - Enterprise Fleet Management Proposal

Passed and approved this _____ day of _____, 2023.

Kaydi Smith, City Secretary

Exhibit 1

**SWEENEY LIONS CLUB AND WEST OF THE BRAZOS LEOS
PRESENTS
OUR ANNUAL BACK TO SCHOOL EVENT + A CARNIVAL & CIRCUS**



TEXAS BORN AMUSEMENTS CARNIVAL & CIRCUS

CARNIVAL PRICE: \$1 PER TICKET OR A

BOOKLET OF 24 TICKETS FOR \$20 OR AN

UNLIMITED WRISTBAND FOR \$30

CARNIVAL TIMES OF OPERATION: 6 PM - 11:30PM

CIRCUS TIMES: 7:30PM & 9:30PM NIGHTLY



**FREE SCHOOL SUPPLIES WILL BE GIVEN TO THE FIRST 300 KIDS ON
JULY 22ND AT 6PM AT THE BACKYARD PARK BY THE SWEENEY LIONS.**

Location: City of Sweeny City Hall
102 Ashley-Wilson Rd. Sweeny, TX 77480

Come out and have some fun.

Gold Sponsored by:



**20-23 JULY
2023**

SWEENYLIONSCLUB@GMAIL.COM



City of Sweeny Water System Update

- All TCEQ notations from their June inspection of the Water Plant have been completed. Chemical lines are buried, fence lines have been cleared, Ground Storage Tank #2 was pressure washed to remove algae, ventilation fan has been installed in the chlorine gas room and the old filter media on the grounds has been removed.
- All generators have been inspected and we are waiting for a report from the vendor. The water plant generator has been restored to normal operations including running on a weekly programmed exercise schedule.
- The first quotes have been received for installing auto-dialer devices at the water plant and wastewater treatment plant, awaiting additional quotes. Initial quotes are approximately \$12,000 for BOTH installations and include ONE year of cellular service for the units.
- Well #4 has been inspected and tested, the motor is good, but the breaker box was full of hornets and had a bad coil (likely caused by the hornets). A new coil has been ordered.
- Booster Pump #2 motor started tripping on overload the night of July 2nd when we had the large water leak on Avenue A. It has been inspected and returned to service; it is believed that it was simply overheated from the extended running time.
- The wastewater treatment plant screen is back in operation and running on a timer, no issues reported.
- The clarifier was cleaned, the cleaning team found steel pipes, concrete chunks, 5-gallon buckets, 1-gallon chemical containers and even a cell phone. The sludge on the bottom of the clarifier was also thick beyond the ability of normal pumps to move. The cleaning team had to use high

pressure water and vacuum trucks to remove it. The lines to the return pumps have also been jetted and verified as clear.

- One Return Pump is now operational as of this past Friday, June 30th. The team is working to get one additional pump running as a backup. With current flows, we only need one pump at a time.
- The new pump for the Shady Lift Station has been delivered to our vendor and installation scheduled for July 21st.
- Positions have been posted on the city website and TML for Water and Wastewater Treatment Operators.
- Public Works crews are working on the grounds of the wastewater treatment plant as able but frequently sidetracked with water leaks.
- Vendors have been contacted to inspect the chlorine, non-potable water systems and the polymer systems at the WWTP. Until a clean effluent is restored, none of these can be inspected.
- Macaulay Controls will be coming the week of the 24th to look at the WWTP lift station level transducer. The lift station is operating 100% normal on the back-up float system.

Water Utility Services, Inc.

P.O. Box 2628
Spring, Texas 77383
281-290-0704

Client: Inframark
2002 West Grand Pkwy North, Ste 100
Katy, TX 77449
Tracy Butcher

Test Report

PROJECT LOCATION: City of Sweeny
SAMPLE TYPE: Grab
COLLECTION DATE: 6/26/2023

COLLECTED BY: JG
SAMPLE MATRIX: Potable Water

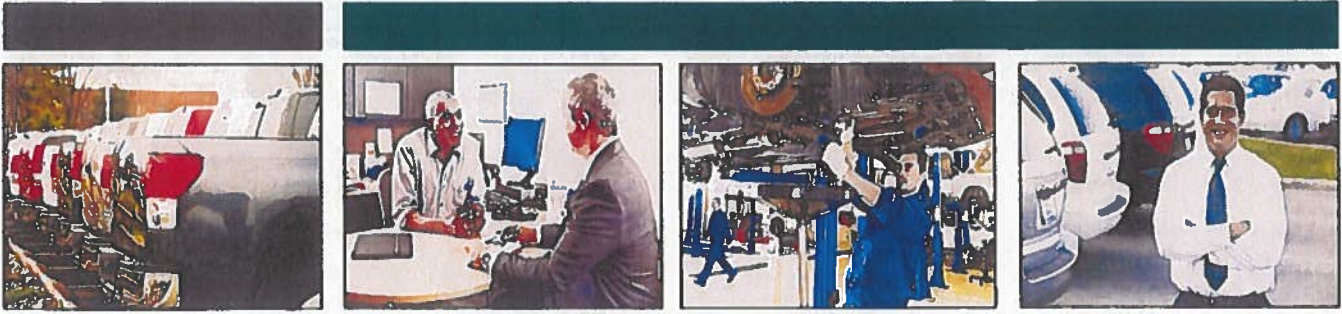
SAMPLE LOCATION	Iron mg/L	Manganese mg/L	Hardness mg(CaCO3)/L
Well 1	< 0.10	0.181	396
Well 2	< 0.10	0.153	268
Well 3 offline			

Method:	Hach 8008	Hach 8149	Hach 8226
Analyst:	CC	CC	CC
Date:	6/29/2023	6/29/2023	6/29/2023

Steve Grychka

Steve Grychka
Laboratory Director

Exhibit 3



FLEET MANAGEMENT

FLEET SYNOPSIS | City of Sweeny



City of Sweeny
 102 W. Ashley Wilson Rd
 Sweeny, TX 77480

Enterprise Fleet Management, Inc.
 600 Corporate Park Drive
 St. Louis, MO 63105
 314-512-5000 Main
 314-518-5583 Fax

William Kwelle
 Account Executive
 10401 Centrepark Drive #200
 Houston, TX 77043
 8329187703 Cell

FLEET SYNOPSIS | City of Kemah

Impact of Partnership

BACKGROUND

Location: Sweeny, TX

Industry: Government

Total Vehicles: 17

THE SITUATION

City of Sweeny is looking for a solution to better manage its aging fleet.

- 29% of the current light and medium duty fleet is over 10 years old.
- Older vehicles have higher fuel costs, maintenance costs, and tend to be unreliable.
- It would take almost 14 years to cycle out the entire fleet at current acquisition rates.

THE OBJECTIVES

Enterprise Fleet Management's proposal is to save the city resources and budget dollars through a managed vehicle program.

- Utilize an open-end lease* as a funding mechanism, allowing the county to acquire additional vehicles while avoiding a large capital budget outlay.
- Replace aged vehicles with newer models to increase fuel efficiency and reduce maintenance expense. Maintenance and repairs will be outsourced to local businesses to further stimulate economic growth and the integration of fuel efficient vehicles will reduce carbon footprint.
- Establish a proactive replacement plan that maximizes potential equity at time of resale, reduces operational expenses, and increases safety.

*An open-end lease means there are no early termination, mileage, or abnormal wear and tear penalties. Leases are written to a residual balance to preserve cash flow. The city receives full benefits of ownership, as well as net equity from sale at time of disposal.

CLIENT TESTIMONIAL

"Partnering with Enterprise Fleet Management will let us realize significant cost savings and provide us more dependable vehicles to do work for our residents."

– John Galo, Commissioner of Webb County

THE RESULTS

By partnering with Enterprise Fleet Management, it is estimated that City of Sweeny will reduce fuel costs by 26% and will significantly reduce their maintenance costs by 72% monthly. Leveraging an open-end lease maximizes cash flow and recognizes equity from vehicles sold emulating an internal replacement fund without having to fully fund it. Furthermore, City of Sweeny will leverage Enterprise Fleet Management's ability to sell vehicles at an average of 15% above Black Book CVI. Non-Emergency units will be able to operate on a 60 month rotation. By shifting from reactively replacing inoperable vehicles to planning vehicle purchases, City of Sweeny will be able to replace all of its vehicles over the course of 4 years.

SUPPORTING EVIDENCE | CITY OF SWEENEY

SAFETY

29% of the current light and medium duty fleet is over 10 years old and do not contain the most up to date safety features, such as electronic stability control, airbag standardization and anti-lock brake control.

ACCOUNT MANAGEMENT

City of Sweeney will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs.

- Meeting with you at minimum 2 times a year providing and Annual Client Review & a Fleet Analysis Meeting
- Your Client Strategy Manager will provide ongoing analysis, which can include best makes/models, cents per mile, total cost of ownership, and replacement analysis.

ANCILLARIES

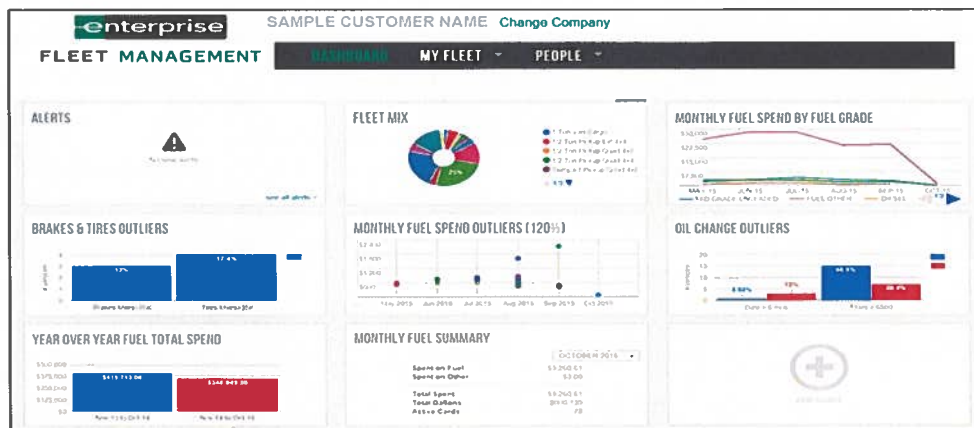
Enterprise Fleet Management has the ability to offer a total fleet solution should the county need further evaluation of the fleet. These can include:

- Fuel Card
- Telematics Device
- Physical Damage Coverage

TECHNOLOGY

Enterprise Fleet Management's website provides vehicle tracking, reporting, and metrics. Our website can be customized to view a wide range of data to have a comprehensive and detailed look at all aspects of your fleet and the services provided. Our *Mobile App* also allows drivers a wide range of functions.

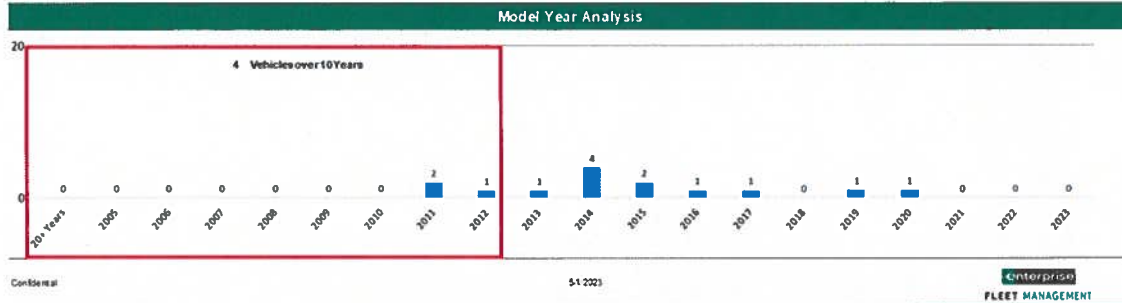
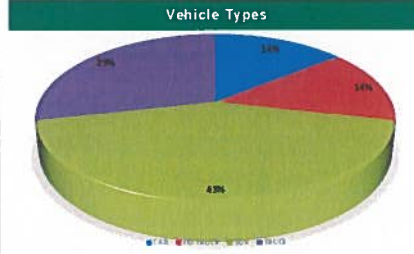
- **Invoices**- to include lease, maintenance, and ancillaries- all in one invoice
- **Maintenance Utilization**- review the life-to-date maintenance per vehicle
- **Recall Information**- see which units that are approaching the lease term still have open recalls
- **License & Registration**- see which plate renewals are being processed by Enterprise; view status
- **Alerts**- set customizable alerts for oil changes, lease renewals, license renewals, and billing data
- **Lifecycle Analysis**- see data regarding all transactions for the lifecycle of the entire fleet, with drill-down capability to any specific lease or transaction



SUPPORTING EVIDENCE | CITY OF SWEENY

City of Sweeny - Fleet Profile

Fleet Profile				Fleet Replacement Schedule						Replacement Criteria
Vehicle Type	# of Type	Average Age (years)	Average Annual Mileage	2023	2024	2025	2026	2027	Under-Utilized	
Full Size Sedan ERV	2	9.4	7,900	0	2	0	0	0	0	* Fiscal Year 2023 = 10 years old and older, or odometer over 100,000
Mid Size SUV 4x2	1	12.4	6,500	1	0	0	0	0	0	* Fiscal Year 2024 = 8 years old and older, or odometer over 133,000
Mid Size SUV 4x4 ERV	2	5.3	12,600	0	0	1	1	0	0	* Fiscal Year 2025 = 6 years old and older, or odometer over 95,000
Full Size SUV 4x2 ERV	3	10.4	11,400	3	0	0	0	0	0	* Fiscal Year 2026 = 4 years old and older, or odometer over 73,000
1/2 Ton Pickup Reg 4x2	1	3.3	8,900	0	0	0	0	0	1	* Fiscal Year 2027 = Remaining Vehicles
1/2 Ton Pickup Quad 4x2	1	12.4	11,100	1	0	0	0	0	0	* Under-Utilized = Annual Mileage less than 1,000
1/2 Ton Pickup Quad 4x4	2	8.9	10,000	1	1	0	0	0	0	
3/4 Ton Pickup Reg 4x2	1	7.3	4,800	0	0	1	0	0	0	
3/4 Ton Pickup Ext 4x2	1	8.3	9,800	0	1	0	0	0	0	
Totals/Averages	14	8.7	9,700	6	4	2	1	1	0	

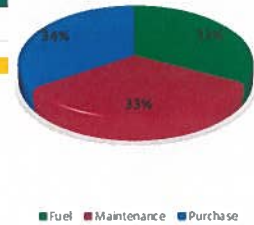


City of Sweeny - Fleet Planning Analysis

Current Fleet	14	Fleet Growth	0.00%	Proposed Fleet	14
Current Cycle	14.00	Annual Miles	9,700	Proposed Cycle	4.29
Current Maint.	\$282.92			Proposed Maint.	\$69.38
Maint. Cents Per Mile	\$0.35	Current MPG	10	Price/Gallon	\$3.50

Fleet Costs Analysis

Fiscal Year	Fleet Mix				Fleet Cost				Annual			
	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Maintenance	Fuel	Fleet Budget	Net Cash
Average	14	1.0	14	0	49,782	0			47,530	47,530	144,842	0
'23	14	6	8	6	0	61,497	-26,000		32,156	42,249	109,902	34,941
'24	14	4	4	10	0	106,874	-35,100		21,906	38,728	132,408	12,434
'25	14	2	2	12	0	128,838	-20,800	-12,740	16,781	36,968	149,047	-4,205
'26	14	2	1	13	0	141,389	-6,600	-28,564	14,219	36,088	157,632	-12,690
'27	14	3	0	14	0	148,511	-15,000	-82,169	11,657	35,207	98,206	46,637
'28	14	6	0	14	0	148,511		-35,211	11,657	35,207	160,164	-15,321
'29	14	3	0	14	0	148,511		-50,921	11,657	35,207	144,454	388
'30	14	4	0	14	0	148,511		-28,032	11,657	35,207	167,342	-22,500
'31	14	2	0	14	0	148,511		-12,740	11,657	35,207	182,635	-37,793
'32	14	1	0	14	0	148,511		-105,058	11,657	35,207	90,317	54,525
10 Year Savings											\$56,416	



Current Fleet Equity Analysis

YEAR	2023	2024	2025	2026	2027	Under-Utilized
QTY	6	4	2	1	1	0
Est \$	\$4,333	\$8,775	\$10,400	\$5,600	\$15,000	\$0
TOTAL	\$26,000	\$35,100	\$20,800	\$5,600	\$15,000	\$0
Estimated Current Fleet Equity**					\$102,500	

* Lease Rates are conservative estimates
 ** Estimated Current Fleet Equity is based on the current fleet "sight unseen" and can be adjusted after physical inspection
 Lease Maintenance costs are exclusive of tires unless noted on the lease rate quote.

KEY OBJECTIVES

- Lower average age of the fleet**
 29% of the current light and medium duty fleet is over 10 years old
 Resale of the aging fleet is significantly reduced
- Reduce operating costs**
 Newer vehicles have a significantly lower maintenance expense
 Newer vehicles have increased fuel efficiency with new technology implementations
- Maintain a manageable vehicle budget**
 Challenged by inconsistent yearly budgets
 Currently vehicle budget is underfunded

MEDIA & CASE STUDY| CITY OF SWEENY

THE TERRELL TRIBUNE
Your Hometown Newspaper

County approves Enterprise to manage vehicle fleet

The Terrell Tribune (Texas)

By Robyn Wheeler

July 11, 2019

Kaufman County Commissioners approved **Enterprise Fleet Management** to manage the county's vehicles hoping to increase the safety of the vehicles, decrease maintenance expenses per vehicle and get a higher resale value on the vehicles. Enterprise representative Nathan Pickle says fleet maintenance can save the county up to \$700,000.

"New vehicles on the road are safer because they have up-to-date safety features,"

The county owns 162 vehicles, purchases nine vehicles a year and keeps those vehicles for an average of 18 years.

Pickle says Enterprise buys and sells over one million vehicles a year and keeps their vehicles for an average of 18 months.

"The older the vehicle, the more it will cost in maintenance and fuel." Pickle said.

Pickle also advised the county keep their vehicles for a maximum of four years.

The county pays \$75 per month per car and Enterprise spends \$42 per month per vehicle.

Pickle says the county can save \$20,000 in maintenance costs in the first year alone.

Enterprise has earmarked 75 county vehicles to be replaced in year one.

Pickle says Enterprise works with more than 90 counties in the state of Texas and the city of Terrell.

The county does not currently have a vehicle maintenance plan.

Commissioners also approved to spend \$10,360 to make improvements and finish landscaping at the Garden Learning Center. The center was originally built for rainwater harvesting but has now become an education and recreation center as well. Youth programs and 4-H students go to the center to learn about the environment, best water practices and various insects.

In other news, commissioners:

- approved payroll benefits of \$1,224,406.96
- approved claims for payment for \$438,440.25
- tabled the petition for the creation of Kaufman County Fresh Water Supply District No. 7 and appointing temporary supervisors and signing order for the same
- approved the final plat for replat of lots 18, 19, 20 of Meadowbrook Acres. The five acre lots will be divided into two 2.5 acre lots.

http://www.terrelltribune.com/news/article_45160178-a414-11e9-b05e-73319bffa7a3.html

MEDIA & CASE STUDY | CITY OF SWEENEY

CASE STUDY | DEER PARK INDEPENDENT SCHOOL DISTRICT



School District finds savings and increased productivity with the Enterprise Fleet Management Program.

BACKGROUND

Location: Deer Park, TX
Industry: Government – School District
Total vehicles: 90 vehicles

THE CHALLENGE

Before partnering with Enterprise, Deer Park Independent School District (ISD) had 80+ vehicles ranging from 6 to 15 years of age, causing them to become less reliable and more expensive to maintain. Because vehicles were typically purchased with bond money, it created a pattern of a large number of vehicles needing to be repaired or replaced at the same time. District employees started complaining about the quality of the fleet, and mechanics were spending too much time working on the white fleet instead of buses.

THE SOLUTION

By partnering with Enterprise Fleet Management, Deer Park ISD will upgrade its fleet over a 4-year period by replacing its oldest vehicles first. Once the fleet has been updated, the vehicles will continue to be replaced every five years. A proactive replacement plan will allow the district to capitalize on maximum vehicle resale values. This process will also help streamline the annual transportation budget since the district will be able to predict most vehicle costs.

“By partnering with Enterprise, we have strengthened focus on our students, maximized personnel utilization, and provided our employees with vehicles they are proud to drive.”

– Pete Pope, Assistant Superintendent for Business Services

The Deer Park ISD leverages Enterprise’s maintenance program. All district vehicles are now repaired by a local service vendor. District mechanics can focus on buses to transport students. District employees have reported that they are more productive and are not waiting as long for repairs.

THE RESULTS

The Deer Park ISD and Enterprise have been partners for three years. Enterprise has yielded over \$300,000 in revenue by selling the district’s older vehicles. It has been able to maintain 58 vehicles for half the cost of a mechanic. Enterprise Fleet Management continues to help the district maximize its operations and reduce costs to meet strict budgetary requirements while keeping their vehicles on the road.

To learn more, visit efleets.com or call 877-23-FLEET.



Key Results

MORE THAN
\$300,000
IN VEHICLE RESALE



9X
FASTER
AT REPLACING VEHICLES



REDUCED
STAFF OVERHEAD



Enterprise and the 'e' logo are registered trademarks of Enterprise Fleet Management, Inc. All other trademarks are the property of their respective owners. © 2018 Enterprise Fleet Management, Inc. 02178_0

REFERENCES | CITY OF SWEENY

CURRENT PARTNERS

Waller County
 Washington County
 Austin County
 Leon County
 City of Sealy
 City of Edna
 City of Beaumont
 Webb County
 Hidalgo County
 Ennis County
 Harris County
 City of Nassau Bay
 City of Houston

City of Navasota
 City of La Marque
 Blinn College
 Prairie View A&M University
 Vidor Independent School District
 Liberty Independent School District
 New Caney Independent School District
 Deer Park Independent School District
 Port Neches-Groves Independent School District
 City of Alvin
 Park Board of Trustees of City of Galveston

REFERENCES

Below is a list of at least four client/customer references including company name, contact person, and telephone number.

Company Name: **City of Sealy**

Business Phone #: 979-885-2913

Contact Person: Jay Reeves – Chief of Police

Company Name: **Waller County**

Business Phone #: 979-826-3357

Contact Person: Judge Trey Duhon

Company Name: **City of Alvin**

Business Phone # 281-388-4200

Contact Person: Michael Higgins - CFO

Company Name: **City of Nassau Bay**

Business Phone #: 281-333-4211

Contact Person: Csilla Ludanyi – Finance Director



City of Sweeny Menu Pricing

Lease Cost Year 1	\$30,470.82
Maint Cost Year 1	\$1,981.33
Total Year 1 Cost	\$32,452.15
Total Annual One Time Aftermarket Cost	\$0.00

Equity Lease Menu Pricing

Vehicle Type	Year	Make	Model	Trim Level	Engine	Year 1 Qty	Term	Annual Mileage	Identify Cost (Lease Rate)	Full Maintenance**	Annual Cost (Excludes Maintenance)	Lease Cost Year 1	Maint Cost Year 1	Cost of (Lease)	One Time Aftermarket Cost (By Quantity)
Mid Size SUV 4x4	2023	Ford	Police Interceptor Utility	K8A-Base All Wheel Drive		1	60	7900	\$1,045.94	100	\$13,751.33	\$ -	\$ -	\$10,000.00	\$ -
Mid Size SUV 4x2	2023	Chrysler	Traverse	1NBS6-LS w/1LS Front Wheel Drive		1	60	6500	\$575.25	33	\$7,299.99	\$ -	\$ -	\$ -	\$ -
Mid Size SUV 4x4	2023	Ford	Police Interceptor Utility	K8A-Base All Wheel Drive		1	60	12600	\$1,045.94	100	\$13,751.33	\$ -	\$ -	\$10,000.00	\$ -
Full Size SUV 4x2	2023	Chrysler	Taloe	CC10706-Police Vehicle 4x2		1	60	11400	\$1,008.31	100	\$13,299.79	\$ -	\$ -	\$10,000.00	\$ -
1/2 Ton Pickup Reg 4x2	2023	Ford	F-150 Regular Cab	F1C-XL 4x2 Regular Cab 6.5 ft. box 122 in. WB		1	36	8900	\$593.43	39	\$7,586.16	\$ -	\$ -	\$ -	\$ -
1/2 Ton Pickup Quad 4x2	2023	Ford	F-150 Crew Cab	W1C-XL 4x2 SuperCrew Cab 5.5 ft. box 145 in. WB		1	60	11100	\$689.83	51	\$8,888.02	\$ -	\$ -	\$ -	\$ -
1/2 Ton Pickup Quad 4x4	2023	Ford	F-150 Crew Cab	W1E-XL 4x4 SuperCrew Cab 5.5 ft. box 145 in. WB		1	60	10000	\$834.73	40	\$10,488.76	\$ -	\$ -	\$ -	\$ -
3/4 Ton Pickup Reg 4x2	2023	Ford	F-250 Regular Cab	F2A-XL 4x2 SD Regular Cab 8 ft. box 142 in. WB SRW		1	36	4800	\$764.41	25	\$9,712.24	\$ -	\$ -	\$ -	\$ -
3/4 Ton Pickup Ek 4x2	2023	Ford	F-250 Super Cab	X2A-XL 4x2 SD Super Cab 6.75 ft. box 148 in. WB SRW		1	36	9800	\$854.79	43	\$10,778.79	\$ -	\$ -	\$ -	\$ -
Full Size SUV 4x4	2023	Dodge	Durango	Pursuit 4 dr All Wheel Drive		1	60	10000	\$897.97	100	\$11,255.67	\$ -	\$ -	\$500	\$ -
1/2 Ton Pickup Double Cab 2023		Chrysler	Silverado	LT w/1T 4x2 Double Cab 6.5 ft. box 147.4 in. WB		1	60	10000	\$920.10	100	\$12,241.14	\$ -	\$ -	\$ -	\$ -

*Lease rates are based upon factory order pricing and miles per year
 **Maintenance includes one set of brakes and no tires
 Pricing does not include any applicable taxes
 Pricing does not include expected return on equity at end of lease



AGENDA MEMO

Business of the City Council City of Sweeny, Texas

Meeting Date	07.18.2023	Agenda Item	
Reviewed by City Manager	Yes	Presenter(s)	Lindsay Koskiniemi, CM
Reviewed by City Attorney	No	Department	Finance
Subject	Discussion and possible action on presentation of the City's investments, Third Quarter Investment Report spanning the months of April, May, and June of 2023.		
Attachments	1) Investment Report Q3		
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

Under the Public Funds Investment Act, municipalities are required to disclose earnings on investments and account balances on a quarterly basis. The Third Quarter Investment Report is attached. This report covers all of the City's accounts in addition to accounts held in custody by the City such as the Veteran's Memorial banking account, Sweeny Beautification banking account, and the Sweeny Economic Development Corporation investment account.

The total earnings in investment revenue for the third quarter which includes the months on April, May, and June of 2023, totaled \$59,442.00. The earnings net of the funds held in custody totaled \$54,648.76.

The Beautification Committee requested to separate and pursue a 501(c)4 non-profit organization earlier in the year. Once non-profit status is achieved, the account is recommended by City staff to be released to the Committee's custody. No such request has been made by any member of the Veteran's Memorial. The Sweeny EDC can participate in TexPool without the City's oversight, if certain public funds requirements are met that include all bank signatories to complete the Public Funds Investment Act training once every two years and maintain current training, and to have financials audited by a professional.

Recommended Action

Report prepared to meet PFIA requirements. Staff recommended action to the Council is to accept the Q3 Investment Report.

*RECOMMENDED TO RELINQUISH NON-CITY FUNDS TO APPROPRIATE PARTIES
 - SEDC
 - BEAUTIFICATION
 - VETERANS' MEMORIAL

CITY OF SWEENEY QUARTERLY INVESTMENT REPORT
THIRD QUARTER OF FY23
APRIL, MAY, JUNE 2023

Item 2.

ACCOUNT NAME	ACCOUNT NUMBER	INSTITUTION	ACCOUNT TYPE	AVERAGE ACCOUNT BALANCE	AVERAGE MONTHLY INVESTMENT RATE	INTEREST EARNED
GENERAL FUND	1047264	FSBL	CHECKING	\$ 523,399.28	0.25%	323.96
VETERANS MEMORIAL PROJECT	96064528	FSBL	CHECKING	\$ 2,246.29	0.25%	1.40
TEXPOOL ACCOUNT	96120908	FSBL	CHECKING	\$ 61,030.85	0.25%	38.03
2004 CIP PROJECT FUND	2170272	FSBL	CHECKING	\$ 202,989.42	0.25%	125.11
PD NARCOTIC GRANT	17582	FSBL	CHECKING	\$ 21,050.35	0.25%	13.13
INTEREST & SINKING - GO BOND	17848	FSBL	CHECKING	\$ 282,069.68	0.25%	176.46
WATER SOFTENER	19158	FSBL	CHECKING	\$ 24,166.91	0.25%	15.12
ENTERPRISE FUND	2372566	FSBL	CHECKING	\$ 242,256.01	0.25%	150.03
PRESERVE & RESTRICTED	2385304	FSBL	CHECKING	\$ 72,515.05	0.25%	45.19
CUSTOMER UTILITY DEPOSIT HOLDINGS	5033	FSBL	CHECKING	\$ 40,628.88	0.25%	25.36
PAYROLL FUND	5066	FSBL	CHECKING	\$ 48,699.40	0.25%	30.29
BEAUTIFICATION	3038	FSBL	CHECKING	\$ 19,087.58	0.25%	11.89
POLICE FORFEITURE	96196126	FSBL	SAVINGS	\$ -	0.10%	-
POLICE SEIZURE	96196134	FSBL	SAVINGS	\$ -	0.00%	-
PD TRAINING	96196142	FSBL	SAVINGS	\$ -	0.17%	-
SPECIAL ACCOUNT	208300048	FSBL	SAVINGS	#DIV/0!	0.00%	-
						955.97
DISASTER CONTINGENCY	208200004	TEXPOOL	INVESTMENT	\$ 224,134.18	4.9521%	2,767.05
RESERVE FUND	208200008	TEXPOOL	INVESTMENT	\$ 29,151.88	4.9521%	359.89
SWEENEY EDC	208200009	TEXPOOL	INVESTMENT	\$ 386,493.66	4.9521%	4,779.95
PAYROLL	208200010	TEXPOOL	INVESTMENT	\$ 38,461.82	4.9521%	474.87
SIDEWALK FUND	208200015	TEXPOOL	INVESTMENT	\$ 579,702.75	4.9521%	7,202.09
POLICE DEPT VESTS	208200017	TEXPOOL	INVESTMENT	\$ 23,025.86	4.9521%	284.25
INFRASTRUCTURE DONATION	208200018	TEXPOOL	INVESTMENT	\$ 58,003.66	4.9521%	716.12
						16,584.22
ENTERPRISE FUND	6002346001	LOGIC	INVESTMENT	\$ 474,183.37	5.1463%	6,084.79
CUSTOMER DEPOSITS	6002346003	LOGIC	INVESTMENT	\$ 102,461.72	5.1463%	1,314.72
2019 CERTIFICATES	6002346002	LOGIC	INVESTMENT	\$ 951,375.25	5.1463%	11,873.42
APRA FUNDS 2ND TRANCHE	6002346004	LOGIC	INVESTMENT	\$ 363,840.14	5.1463%	4,668.18
GENERAL FUND	6002346005	LOGIC	INVESTMENT	\$ 606,160.74	5.1463%	7,786.90
						31,728.01
2019 CERTIFICATES	201811950	TEXSTAR	INVESTMENT	\$ 504,785.54	4.9842%	6,271.60
DEBT SERVICE FUND	201810230	TEXSTAR	INVESTMENT	\$ 204,832.96	4.9842%	2,545.70
RESERVE / RESTRICTED FUNDS	201891270	TEXSTAR	INVESTMENT	\$ 109,007.43	4.9842%	1,356.50
						10,173.80

TOTAL INVESTMENT REVENUE Q3 \$ 59,442.00

INVESTMENT REV FISCAL YEAR TO DATE	
Q1	\$ 34,017.32
Q2	\$ 41,463.83
Q3	\$ 59,442.00
Q4 *PROJECTED	\$ 50,000.00
TOTAL	\$ 184,923.15
RELEASE OUTSIDE FUNDS:	
BEAUTIFICATION (FSBL)	\$ (48.00)
VETERANS MEMORIAL (FSBL)	\$ (5.00)
SWEENEY EDC (TEXPOOL)	\$ (15,000.00)
PROJECTED EARNINGS LESS NON-CITY FUNDS	\$ 169,870.15
90% TO FUND CIP	\$ 152,883.14
INFRSTR DONATION ACC BAL	\$ 58,472.86
RECOMMENDED CIP TRANSFER Y1	\$ 211,356.00



CITY OF SWEENY

Rev. 0 (4/28/2020)

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

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

Personal Information:

Name: John Rambo

Mailing Address: _____

Physical Address: 706 oak wilde st

Email(s): _____

Phone(s): 713 492 - 7279

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

Discussion and Possible action; Water Softener Repairs

- The ~~public~~ residents dont need to consider installing a water softener at their homes when they already pay for one from the city.

Signature: [Handwritten Signature] Date: 7/13/23

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

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



CITY OF SWEENEY

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

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

Personal Information:

Name: Darlene Tipps

Mailing Address: 401 E. 3rd Street

Physical Address: same

Email(s): darlene.tipps@mail.com

Phone(s): 979-215-7369

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

Stray cat problem.

Signature: Darlene Tipps Date: 6/23/23

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

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

7/18/23 10am



AGENDA MEMO

Business of the City Council

City of Sweeny, Texas

Meeting Date	07.11.2023	Agenda Item	
Approved by City Manager		Presenter(s)	
Reviewed by City Attorney		Department	
Subject	Discussion/ Possible Action to Agenda Request Received on Stray Cat Problem; Darlene Tipps		
Attachments	Agenda Request		
Financial Information	Expenditure Required:	-	
	Amount Budgeted:	-	
	Account Number:	-	
	Additional Appropriation Required:	-	
	Additional Account Number:	-	

Executive Summary

Agenda Request Received; See Attached

Recommended Action

Council Discretion

**MINUTES OF A PUBLIC HEARING/ REGULAR MEETING
OF THE CITY COUNCIL
THE CITY OF SWEENY, TEXAS
TUESDAY OCTOBER 15, 2019
6:00 PM**

A regular meeting of the City Council of Sweeny, Texas, was held at City Hall on October 15, 2019 at 6:00 pm to consider the following items of business:

CALL TO ORDER

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

ROLL CALL

Council Present: Position 1. Sandra Blaine; Position 2. Neal Bess Jr.; Position 3. Brian Brooks. Position 4. John Rambo. Position 5. Tim Pettigrew
Staff Present: Reatta Minshew, Interim City Manager, Kaydi Smith, City Clerk; Charlie Stevenson, City Attorney, Gene West, Dir. of Public Works and John Barnard, Chief of Police.

PLEDGE OF ALLEGIANCE

The Pledge to the American Flag
The Pledge to the Texas Flag
Led by Councilman Tim Pettigrew

INVOCATION

Invocation was given by Councilman Brian Brooks

VISITORS COMMENTS

No visitor comments made.

COMMENDATIONS

1. PRESENTATIONS

- A. Proclamation: Nurse Practitioner Week- November 11-16, 2019**
- B. Fire Department Report:** Roger Barton. Barton specified they will be conducting a fire prevention training at SES and rookie training class in the next couple of weeks.

2. CONSENT AGENDA

- A. Approval of Minutes:** September 17, 2019
- B. Bills for:** \$60,609.08

Sandra Blaine made a motion to approve the minutes and to pay the bills in the amount of \$60,609.08. Neal Bess Jr. seconded. All were in favor. Motion carried.

3. PUBLIC HEARING: N/A

4. REGULAR AGENDA

Unfinished Business

A. Discuss / Take Action on Ordinance 92.04 Ditches-Councilman Tim Pettigrew

Tim Pettigrew wanted to discuss the 92.04 and 92.05 ordinance in regards to citizens responsibilities of ditches. Wants an ordinance drawn up the citizens would be responsible up to the roadway of their property. If there is no building within 150 ft., the city would be responsible to take care the ditch area.

Tim Pettigrew made a motion to have Charlie Stevenson draft up an ordinance to approve proposed changes to ordinance 92.04. Brian Brooks seconded. Sandra Blaine and John Rambo were in favor. Neal Bess Jr. opposed. Motion carried.

New Business

A. Discuss /Take Action on Variance for Live Nativity at Christmas in the Park-Sweeny Chamber

Lil Tolley, Chamber Director, requested a variance to have live animals in the live nativity at Christmas in the Park and the Lighted Christmas Parade on December 7, 2019. She is hoping to have goats and Llamas at the least, provided by Pam Scantlin.

Neal Bess Jr. made a motion to allow live animals in the live nativity and Christmas parade on December 7, 2019. Tim Pettigrew seconded. All were in favor. Motion carried.

B. Discuss/ Take Action on Variance for Bonfire on November 14, 2019- Sweeny ISD

Terry Brown with Project Grad 2020 is requesting a variance for a bonfire November 14, 2019. He submitted a letter from SISD to the council releasing the City from liability and stated has adhered to the Fire Marshal's guidelines. The Sweeny Police Department will be assisting, Fire Chief Barton and Assistant Fire Chief Christian have been asked to assist as well. The Bonfire will take place behind the Elementary School at the kindergarten loop. Per Barton, he has requested the kids be staged upwind from the fire. Neal Bess Jr. made the motion to allow the variance for the bonfire on November 14, 2019 on behalf of Sweeny ISD Project Grad 2020. Tim Pettigrew seconded. All were in favor. Motion carried.

C. Discuss /Take Action on Rename Back Yard Park to Veterans Memorial Park-Al Lindley

Neal Bess Jr. made the motion to add a sign at the front of the park named "Veterans Memorial Park" and add a street sign at the entrance naming the road into the park "Veterans Memorial Drive". We will keep the original park sign of Backyard Park further in.

Neal Bess Jr. made a motion to approve adding a sign at the front of the park named "Veterans Memorial Park" and add a street sign at the entrance naming the road into the park "Veterans Memorial Drive". Tim Pettigrew seconded. All were in favor. Motion carried.

D. Discuss / Take Action on Complaints of Feral Cats

Discussed anonymous letters sent to city hall complaining of feral cats. Previously the council denied cats into the pound or pickup.

Brian Brooks made a motion to have our ACO pickup trapped feral cats and keep for the required amount of time and euthanize after said time is expired. Neal Bess Jr. seconded. Sandra Blaine voted no. Motion carried.

E. Discuss/ Take Action on New Position: Code Enforcement / ACO Officer

No Motion Needed. Chief Barnard discussed letting the officer use one of their older police vehicles.

F. Discuss / Take Action on House Bill #3167- Replat Property

No Motion Needed. Discussed the House Bill requiring cities must pass replats within 30 days or they will automatically be approved.

G. Discuss/ Take Action on Designate Representative & Alternate HGAC

Brian made a motion and Neal Bess Jr. seconded that Sandra Blaine be the representative for 2020. Brian Brooks made to recend the previous vote. All in favor. Motion carried.

Brian Brooks made a motion to designate John Rambo as the representative or HVAC 2020 and Tim Pettigrew as the alternate. Neal Bess Jr. seconded.

All in favor. Motion carries.

H. Discuss/ Take Action Raising Inspection Fees/Plan Review Fee

Discussed adding a plan reviewal fee and discussed options on inspections. Council asked for inspection fees to be placed back on the next months agenda for review and adjustments.

Neal Bess Jr. made the motion to add a plan reviewal fee for commercial plans at the rate of \$.20 per square foot. Tim Pettigrew seconded. All in favor. Motion carried.

I. Discuss/ Take Action on Neal Bess Jr.- Marcus Bonner

Bonner was not in attendance. No Action.

J. Discuss/ Take Action on Manholes on FM 1459- Neal Bess Jr.

Neal Bess Jr. made the motion to gather information and research hard number of costs to pursue securing rings for the manholes on FM 1459. Tim Pettigrew seconded. All in favor. Motion carried.

K. Discuss/Take Action on New Hospital Water Capacity & Sewer Capacity Needs- Neal Bess Jr.

Discussed water and sewer capacities of the city. The water plant, as of now, averages 500, 000 gallons with a max of 832, 000 gallons within 24 hours. The sewer plant, as of

now, averages 700,000 gallons a day. Low end capacity would be at 150,000 and medium capacity is at 400,000 gallons. We would be permitted for 975,000 gallons. We would be able to handle the capacity of a new proposed facility.
No Action Needed.

5. CLOSED REGULAR SESSION: 7:13 P.M.

6. OPENED EXECUTIVE SESSION: 7:15 P.M.

In Accordance with the Open Meetings Act Tex. Gov't Code §511.071, §551.072 and §551.074, to discuss:

1. City Manager Interview Process

7. CLOSED EXECUTIVE SESSION: 7:20 P.M.

8. RECONVENE TO REGULAR SESSION

1. Open Meeting Time: 7:20 P.M.

2. Action on Executive Session: None Taken

9. ITEMS OF COMMUNITY INTEREST:

10. ADJOURNMENT: 7:25 P.M.

PASSED AND APPROVED THIS 19 DAY OF November, 2019



Reatta Minshew, City Secretary

**MINUTES OF THE REGULAR MEETING
OF THE CITY COUNCIL
THE CITY OF SWEENY, TEXAS
TUESDAY MARCH 20, 2018
6:00 PM**

A regular meeting of the City Council of Sweeny, Texas, was held at City Hall on Tuesday, March 20, 2018 at 6:00 pm to consider the following items of business:

CALL TO ORDER

Mayor Dale Lemon called the meeting to order at 6:00 pm.

ROLL CALL

Council Present: Position 1. Sandra Blaine; Position 3. Brian Brooks; and Position 5. Tim Pettigrew.

Position 2. Jeff Farley and Position 4. Kay Roe were absent.

Staff Present: Cindy King, City Manager; Reatta Minshew, City Secretary, Charlie Stevenson, City Attorney and Gene West, Dir. of Public Works. John Barnard, Chief of Police was absent.

PLEDGE OF ALLEGIANCE

The Pledge to the American Flag was recited and led by Mayor Dale Lemon.
The Pledge to the Texas Flag was recited and led by Mayor Dale Lemon.

INVOCATION

Invocation was given by Keith Boyles for 1st United Methodist Church.

COMMENDATIONS

1. PRESENTATIONS

1: Proclamation: March 2018 as Fair Housing Month

A. Fire Department Report: James Christian gave the report.

2. CONSENT AGENDA

A. Approval of Minutes Feb 20, 2018.

B. Approval of Bills in the amount of \$52,202.98

Sandra Blaine made a motion to approve the consent items. Tim Pettigrew seconded. All were in favor. Motion carried.

3. PUBLIC HEARING: None

4. REGULAR AGENDA

Unfinished Business

A. Discuss / Take Action on Joint Meeting w Planning and Zoning Board of Commissioners

Ms. King stated Councilwoman Kay Roe was absent tonight and that she has asked for this item to be on the agenda.

Sandra Blaine made a motion to let this agenda item die. Tim Pettigrew seconded. All were in favor. Motion carried.

New Business

A. Discuss / Take Action on Draining the City to the River / Paul Stark

Park Stark from Shari Lane stated that the drainage ditch at Shari Lane that goes to the San Barnard River needs to be clean out. Mr. Stark stated he has been asking for a year now and he did not feel that this was his responsibility to take care of this. He was told from a city employee that Hilcorp owns this land and that Mr. Strickland will not allow the city to come on Hilcorp land and clean this ditch. Mr. Stark called Hilcorp and they stated they have no record of the City of Sweeny calling about this ditch, and that Mr. Strickland hasn't work for Hilcorp in five years. Mr. Stark stated he has lived there for 12 years and this ditch hasn't been touched by the city. Ms. King stated she had just contacted the drainage district to see if they could get this taken care of. Mr. Stark stated we needed to get in touch with Hilcorp due to their pipelines are all over this property. The council stated to have Ms. King call Hilcorp, Mr. Stark spoke to Hunter Kreneck at Hilcorp.

B. Discuss / Take Action on Engineer Portion of Strategic Planning Process

William Huebner with O'Malley Strand Associates, Inc. composed two options for the City of Sweeny for Strategic Planning. Option 1 for \$48,000.00. Services include: Site visits, staff meetings to identify known issues with water system, sanitary sewer system and gas system. Review and update current maps. Provide cost estimates for all recommended infrastructure improvements. Evaluate population projections for future growth and look at current number of customers and compare to capacities provided by existing infrastructure based on TCEQ. Option 2 for \$71,000.00. Option 2 is everything in Option 1 plus: Provide a hydraulic model analysis on the City's water distribution system, updating city's water, sewer and gas mapping. Contact natural gas utility companies to determine their interest in purchasing the gas system. Provide a hydrant coverage map to identify any gaps in existing coverage of fire hydrants.

Brian Brooks made a motion to proceed with Option 2 not to exceed \$71,000.00. Tim Pettigrew seconded. All were in favor. Motion carried.

C. Discuss / Take Action on Allow Plastic Culverts for Driveways

Ms. King stated that our policy/ ordinance states culverts must be smooth bore concrete. She stated that the city uses plastic culverts for drainage and under intersections. Mayor Lemon has had several asked about using plastic culverts for driveways. Ms. King asked the council to consider changing the ordinance to plastic culverts.

Brian Brooks made a motion to amend our policy/ ordinance to allow plastic culverts for driveways in the city limits. Sandra Blaine seconded. All were in favor. Motion carried.

D. Discuss / Take Action of Policy / City Issued Traps

Ms. King stated that we issue traps to residents to trap stray cats, racoons and opossums. Councilman Pettigrew stated he thinks this is a huge liability against the city. He has done research on trapping in city limits, two cities in Texas have had lawsuits against them over a million dollars when the animal had rabies.

Tim Pettigrew made a motion that the city changes its policy and does not issue any wildlife trap to the public. Brian Brooks seconded. All were in favor. Motion carried. Public Works Dir. Gene West asked about picking up feral cats. Mr. Pettigrew said feral cats, snakes, rodents should be the responsibility of the home owner.

E. Discuss /Take Action on Ad for Chamber Directory

Brian Brooks made a motion to purchase a quarter page ad in the amount of \$295.00. Tim Pettigrew seconded. All were in favor. Motion carried.

F. Discuss/ Take Action on Variance to Allow Alcohol in the BBQ Cook-off Section During Pride Day Festivities

Tim Pettigrew made a motion to allow alcohol in the BBQ Cook-off Section During Pride Day Festivities by City Hall or Gazebo Park. Sandra Blaine seconded. All were in favor. Motion carried.

G. Discuss / Take Action on Closing Ashley Wilson Rd During Pride Day Festivities

Brian Brooks made a motion to Close Ashley Wilson Road during Pride Day Festivities like we have done in the past. Tim Pettigrew seconded. All were in favor. Motion carried.

H. Discuss / Take Action on Closing City Hall Friday, May 4 for Pride Day.

Brian Brooks made a motion to allow City Hall to close Friday, May 4th for Pride Day. Sandra Blaine seconded. All were in favor. Motion carried.

5. CLOSED EXECUTIVE SESSION: Tim Pettigrew called for Executive Session

1. Closed Time: 6:38 pm

6. RECONVENE TO REGULAR SESSION

1. Open Meeting Time: 6:43 pm

2. Action on Executive Session: NONE

7. ITEMS OF COMMUNITY INTEREST

8. ADJOURNMENT: 6:44 pm

PASSED AND APPROVED THIS 17 DAY OF April, 2018

Reatta Minshew

Reatta Minshew, City Secretary



CITY OF SWEENEY

Rev. o (4/28)

Item 5.

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

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

Personal Information:

Name: AL Lindley

Mailing Address: 315 Pecan St.

Physical Address: Same

Email(s): altonlindley@gmail.com

Phone(s): 979-482-2476

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

Neighbor at 209 W. 4th running metal recycling business from home - HAS been cited many times. He still keeps junk in front & back yards. P.D. cannot do more than the city ordinance specifies -

Signature: [Handwritten Signature] Date: 7-3-23

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

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

RECEIVED
SWE 4/3/23
11:29 AM



AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Meeting Date	07/18/2023	Agenda Item	
Approved by City Manager		Presenter(s)	
Reviewed by City Attorney		Department	Code Enforcement
Subject	Discussion/ Possible Action to Agenda Request Received on Metal Recycling Business; Al Lindley		
Attachments	Agenda Request; Zoning Exhibit- Customary Home Occupations		
Financial Information	Expenditure Required:	-	
	Amount Budgeted:	-	
	Account Number:	-	
	Additional Appropriation Required:	-	
	Additional Account Number:	-	

Executive Summary

Code Enforcement Update

Recommended Action

Sec. 110-161. Customary Home Occupations; Zoning Ordinance Exhibit

(a) [Definitions.]

Community home means a personal care facility licensed under V.T.C.A., Health and Safety Code ch. 247, provided that the exterior structure retains compatibility with the surrounding residential dwellings. No more than six (6) persons with disabilities can reside in a community home and the principal resident / owner must reside in the home. The aforementioned is subject to reasonable building occupancy limits as may be required of the building official and / or fire marshal. A community home may not keep, either on the premises of the home or on a public right - of - way adjacent to the home, motor vehicles in numbers that exceed the number of bedrooms in the home.

Customary home occupation means an occupation which may be conducted in the home without changing the character of the residential use and which is incidental and secondary to the residential use.

Person with a disability means a person whose ability to care for himself, perform manual tasks, learn, work, walk, see, hear, speak, or breathe is substantially limited because the person has:

- (1) An orthopedic, visual speech, or hearing impairment;
- (2) Alzheimer's disease;
- (3) Pre-senile dementia;
- (4) Cerebral palsy;
- (5) Muscular dystrophy;
- (6) Multiple sclerosis;
- (7) Epilepsy;
- (8) Cancer;
- (9) Heart disease;
- (10) Diabetes;
- (11) Mental retardation;
- (12) Autism; or
- (13) Emotional illness.

Daycare facility means a facility that is licensed or registered with the state which regularly provides care for persons less than twenty - four (24) hours a day.

Kennel means any lot, building, structure, enclosure, or premises where animals are kept wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee, or selling dogs, cats, or other animals.

Service representative means an occupation whereby a service is provided. Service representative includes but is not limited to electrician, plumber, interior decorator, accountant, air conditioning repair, small appliance repair, janitorial service, pool service, lawn and landscape service, real estate appraiser and similar occupation.

(b) Customary home occupations may be conducted in the home within the limits of the following:

- (1) Uses permitted Customary home occupations include home office for a salesman, sales, or service representative, manufacturer representative, studio of an artist, musician, music teacher, photographer, writer, tailor, architect, dressmaker, launderer, registered family homes, agency homes, community home for the disabled, daycare facilities for twelve (12) or fewer persons,

caterers licensed by the city or other similar occupations.

(2) Uses not permitted. Uses not considered customary home occupations include, but are not limited to, barbershops, beauty parlors, animal hospitals, kennels, carpenter shops, electrical shops, plumbing shops, radio shops, tin shops, auto repair, auto paint and body repair shops, furniture repairing shops, clinics, doctor offices, hospitals, real estate offices, insurance agent offices, health studios, palm readers, day care centers or day care facilities which care for more than twelve (12) persons, taxi and limousine services, garage / yard sales (except that as many as two (2) garage / yard sales may be held per year), major appliance repair shops, dance studios, or other similar occupations.

(3) Use restrictions. In addition to the requirements of the appropriate section of this chapter, a home occupation shall comply with the following restrictions.

- a. No home occupation shall cause, by reason of its existence, a significant increase in the number of vehicles traveling to and from the home or on the public streets surrounding or abutting the home, nor shall the home occupation receive regular deliveries from delivery trucks.
- b. A home occupation shall in no way destroy, restrict or interfere with the primary use of the home as a place of residence.
- c. No stock in trade shall be displayed or sold on the premises except that which is custom made to order.
- d. The home occupation shall be conducted entirely within the principal dwelling unit or accessory structure, and in no event shall such use be visible from any other residential structure or public way.
- e. There shall be no outdoor storage of equipment or material used in the home occupation.
- f. No mechanical, electrical or other equipment which produces noise, electrical or magnetic interference, vibration, heat, glare or other annoyance outside the residential or accessory structure shall be used.
- g. No home occupation shall be permitted which is noxious or offensive to a person of ordinary sensitivity or hazardous by reason of vehicular traffic, generation or emission of noise, vibration, smoke, dust, or other particulate matter, odorous matter, heat, humidity, glare, refuse, radiation or other objectionable emission.
- h. No person other than members of the family residing on the premises shall be engaged in the home occupation unless required by licensing requirements or where such engagement is occasional and incidental to the occupation.

(4) Advertising. No sign advertising the home occupation shall be allowed on or off the premises.

(5) Preexisting day care facilities. Day care facilities operating prior to June 1, 1992, which are permitted for more than twelve (12) persons, may continue to exist or operate, provided that such facilities do not modify the terms and conditions of their current license with regard to owner and number of clients.

(6) Penalty. Any person who violates this section shall be subject to a fine of not more than two thousand dollars (\$2,000.00) for each violation for each day that the violation continues. State law reference -- Industrial homework, V.T.C.A. Health and Safety Code § 143.001



CITY OF SWEENY

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

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

Personal Information:

Name: Shoun Massey / Sweeny Parks & Rec

Mailing Address: 917 Alice St.

Physical Address: _____

Email(s): caniel917@gmail.com

Phone(s): 979-418-0378

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

~~to~~ To address rental fees of the Parks Pavilions.
 This will to raise a little bit of funding for Parks and Rec. It also allow the residents of SWEENY to plan Kids Parties without ~~worrying~~ worrying about is there a pavilion available to use.
 we are requesting a fee of \$25.
 (NON Profit usage)

Signature: Shoun Massey (Caniel) Date: 6-22-23

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

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

update parks policy - \$75/dm



AGENDA MEMO

Business of the City Council

City of Sweeny, Texas

Meeting Date	07/18/2023	Agenda Item	
Approved by City Manager		Presenter(s)	
Reviewed by City Attorney		Department	Administration
Subject	Discussion/ Possible Action on Amendment to Parks Policy; Shaun Massey		
Attachments			
Financial Information	Expenditure Required:		
	Amount Budgeted:		
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

Request by Shuan Massey of the Parks and Recreation Board. He is wanting to charge a fee of \$25.00 for rental of the pavilion at Backyard Park. This is to raise funds for the Parks.

Currently, the pavilions at the Backyard Park are on a first come first serve basis. City believes this will place additional work burden on staff to keep up with the rentals as well as enforcement. Public Works has one on-call employee on staff for two hours on Saturday. Any issues afterward would then be passed to the Police Department for response, in which would be non-emergent.

City of Angleton does use a platform that allows independent users to make reservations and make payment online. This software runs \$7,500.00 a year.

Recommended Action

Council Discretion



NON PROFIT USAGE OF CITY PARKS/ CITY HALL PARKING AREA

Non-Profit Group Name _____ Group Representative _____

Mailing Address: _____ Contact Number _____

Representative's Drivers License Number _____

*Must submit a copy of Drivers License along with application

Usage Area Requested:

- _____ Backyard Park
- _____ Chick Anderson "Gazebo" Park
- _____ MLK Park
- _____ Exa Mae Keller Park
- _____ City Hall Parking Area

Date/s of Usage: _____ Time Requested Start: _____ End: _____

Type of Activity: _____

1. Requests for the usage are to be made at least one week in advance.
2. Usages not to exceed 72 hours for the selling of goods and/or merchandise.
3. Applicants for the usage also agree to indemnify and hold harmless the City of Sweeny from any liabilities of expense resulting from personal injury no matter the cause of such injury during usage.
4. All groups agree to assume all responsibility for any damages or injuries done to the premises as a result of their usage.
5. Alcohol is prohibited on city property.
6. All parties must be off the premises by dark.
7. Lessee is responsible for the removal of any trash debris and clean- up of facility.
8. There are no restroom facilities on site for the parks and/or city hall. Restroom facility at the Backyard Park is open during park hours.
9. All hoses, equipment for carwashes, must be supplied by the renter.
10. Copy of Drivers License is required to be submitted along with this application.
11. All renters must be 21 years of age or older.
12. I have read the rules and regulations stated above, I understand them, and I will abide from them.

Signature: _____ Date: _____

City Representative: _____ Date: _____

Has Driver License Copy been received?	Yes	No
Has Indemnity Agreement been signed?	Yes	No

**** The city reserves the right to cancel any reservations****



Non-Profits Usage of City Property

Any usage of city parks or the city hall parking area is restricted to usage for only non-profits to sell goods and/or services. Non-profits must fill out an indemnity hold harmless agreement prior to scheduled usage. Property usages may include the sales of goods/merchandise in the form of carwashes, peddlers, fundraisers, parties, weddings and/or receptions, etc. This information should be regarded as informational and not as an exclusive list. The sales of goods/merchandise may also require city, county, or state permit, and adhere to all applicable local, state, and federal laws. Please refer to the City website or handout attached to all rental applications/indemnity agreements for further information. There is no charge for non-profit usage of any city park or the city hall parking area.

Before a date can be reserved for usage of city property a facility rental agreement, including the indemnity clause, must be completed. All events are subject to inspection by the Sweeny Police Department. The renter is responsible for all actions of their guests and will be held responsible for any complaints, damages, or rule/law violation that may occur. Failure to abide by the rules may result in forfeiture of your deposit and termination of your event. Lease agreement rentals for non-profits are not to exceed seventy-two (72) hours.

All scheduled usages will receive a copy of their rental agreement and a handout concerning food vendors and possible permits required.

The Community Center is available for exclusive rental. For scheduling, please submit application, rental fees, and deposit to City Hall. See specific rental application for further information.

The current established fees are below:

Chick Anderson "Gazebo" Park	Non-Profit Group usage of selling goods/ merchandise must complete lease agreement. Rental fee of \$25.00 and \$25.00 damage deposit is waived for non-profit usage.
City Hall Parking Area	No Rental Fees; (Carwashes/Bake Sales/etc.); Non-Profit Group usage of selling goods/ merchandise must complete lease agreement.
Backyard Park	No Rental Fees; First Come First Serve Basis; Non-Profit Group usage of selling goods/merchandise must complete lease agreement.
MLK Park	No Rental Fees; First Come First Serve Basis; Non-Profit Group usage of selling goods/merchandise must complete lease agreement.
Exa Mae Keller Park	No Rental Fees; First Come First Serve Basis; Non-Profit Group usage of selling goods/ merchandise must complete lease agreement.

MEMORANDUM OF AGREEMENT

This memorandum of agreement is made this ____ day of _____, 20____, between the City of Sweeny, Texas, a municipal corporation of the State of Texas, hereafter referred to as City, and _____ (NON-PROFIT GROUP NAME), hereafter referred to as Second Party:

WITNESSETH:

Second Party has requested use of the _____ (specified location) and

Second Party acknowledges that he will be an independent renter and agrees to assume any risk of injury or liability which may arise from the use of the _____ (specified location).

NOW THEREFORE, BE IT REMEMBERED BY THE PARTIES:

The City hereby grants permission to Second Party for the use of the _____ (specified location) at the times and dates established by the City.

Second Party agrees to follow and abide by all rules established by the City in the use of the _____ (specified location).

For the consideration for being allowed to use the _____ (specified location) as specified herein, Second Party agrees to be responsible for any and all damages which may occur to the City, Second Party, or to employees, agents or others who are working for Second Party, or to any member of the general public occupying, as a result of the actions of Second Party in the use of the _____ (specified location). Therefore, in consideration

for this agreement and other good and valuable consideration, hereby acknowledged as received, Second Party (hereinafter known as Indemnitor) hereby agrees to indemnify and hold harmless THE CITY OF SWEENY (hereinafter known as Indemnitee) from and against any and all liability or loss that the City, or the Indemnitor, his agents, servants or employees, or the general public, may sustain as a result of claims, demands, costs or judgments, including attorney's fees, arising from any injury to any person, including Indemnitor, or property, including that owned by Indemnitor, as a result of the usage of the _____ (specified location).

City and Second Party agree to cooperate in executing any further documents or performing any other work necessary to complete this agreement.

CITY OF SWEENY

Second Party NON-PROFIT Group Name

Second Party's Representative Printed

Second Party's Representative's Signature

Second Party's Contact Number

Date/s of Usage _____

Approximate Times of Usage _____

Will Non-Profit Group be Selling Goods/Merchandise on City Property? Yes No



DO I NEED A PERMIT FOR SELLING ITEMS AND/OR FOOD IN THE CITY?

***ANY VENDOR** (person, group, craft, food, homegrown, cook- off groups, etc. selling food within the city limits) **will be required** to fill out and sign a Hold Harmless Indemnity Agreement with the City of Sweeny when located **on city property**. This information should be regarded as informational and is not an exclusive list. Please consult legal counsel and the Government Code for more precise information.

***Vendors may require one of the below permits depending on the type of item or service offered.

- **HOME GROWN** food products are exempt from city permits.
The term home grown means a food product locally grown in a garden, orchard, or field.

- **COTTAGE FOOD** products are required to obtain a **Food Handlers Safety Certification** per the Health and Safety Code, Chapter 438(D). Cottage Food Production Operators are those individuals operating out of an individuals' home. Products must be pre-wrapped and labeled according to the Texas Administrative Code Section Chapter 229 and the Texas Department of State Health Services. <http://www.statutes.legis.state.tx.us/Docs/HS/htm/HS.438.htm#D>
For further information please visit the below.
[Frequently Asked Questions about Cottage Food Production Operations \(texas.gov\)](#)

- **TEMPERATURE CONTROL FOODS (TCS)** are required to obtain the below. This includes any food cooked onsite that is required to stay hot or cold to prevent spoilage.
 - Food Handlers Safety Certification
 - Brazoria County Food Establishment Permit or Temporary Food Establishment Permit.
<https://www.brazoriacountytx.gov/home/showpublisheddocument?id=11377>

- **TEMPORARY MOBILE FOOD UNIT PERMITS (24-hour permit)**
Required to comply with all City ordinances, State and County requirements including:
 - Written Statement of Allowance from Property Owner
 - Brazoria County Health Permit
 - Sweeny Fire Marshal Annual Inspection
 - ** Vehicle can be no more than five (5) years old
 - Indemnity Hold Harmless Agreement for City Property Usage during City Sponsored Events

- **CITY PEDDLER PERMIT REQUIRED:**
Any person, partnership, firm, or corporation going from house to house or from place to place in the city soliciting, exhibiting, selling, canvassing for or taking orders for or offering to sell or take order for any goods, wares, merchandise, foods and subscriptions to magazines, publications, newspapers, photographs or services. Also includes services upon or from a vehicle, whether on the streets or from any property, whether public or private. Anyone soliciting orders.

- **EXEMPT FROM CITY PEDDLER PERMITS:**
 - Sales of goods by a non-profit organization that proceeds are applied to charitable purposes.
 - Insurance salesman, real estate salesman, other professionals licensed by the State
 - Daily deliveries of newspapers, homegrown foods, or cottage food products.
 - Political campaigning or representatives of religious organizations
 - Lemonade sales by children on PRIVATE property
 - City Sponsored Events ONLY



City Park Rules

The following rules apply at all city parks:

1. All Parks close at dark. Parks are closed daily from 10:00 p.m. to 5:00 a.m.
2. Unlawful firearms are not permitted.
3. Do not use equipment improperly.
4. No bare feet; use proper footwear.
5. Adult supervision is requested.
6. No alcoholic beverages. Alcohol is prohibited on City property.
7. No glass containers.
8. No disturbing the peace. No loud music. No Profanity.
9. All pets must be on a leash. Please clean up after your pet.
10. The city is not responsible for accidents.

Under City Ordinance (Section 95.03 & 95.15), violators may be prosecuted for violations of these rules.



All groups using the parks agree to assume all responsibility for any damages or injuries done to the premises as a result of their usage.

Lessee is responsible for the removal of any trash debris and clean-up of park facility.

Port A Cans are allowed at the Gazebo if rented, at the renters' expense. Maximum number of 2 cans allowed. Must be delivered the day of function and removed first business day after by noon. The city is not responsible for any port a cans, damages, or scheduling conflicts. Keep in mind that they would be on public property making them available to the public.

Rec'd 6/19/23 10:21A

Item 7.



CITY OF SWEENY

Rev. o (4/28/2020)

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

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

Personal Information:

Name: John Richers WBCDD #11

Mailing Address: 4653 CR 334 Sweeny, TX 77480

Physical Address: Same as Above

Email(s): jrichers@windstream.net

Phone(s): 979-285-8564

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

1. Up date on Stephenson Slough Drainage plan - Ashley Wilson Drainage - 5 million dollar grant project.
2. Revised agreement for county to replace culvert on Ashley Wilson on Stephenson Slough.
3. Drainage on S McKinney St to Area A Old Ocean Ave to Ross St

Signature: *J Richers* Date: 6-19-2023

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

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



AGENDA MEMO

Business of the City Council

City of Sweeny, Texas

Meeting Date	07.18.2023	Agenda Item	
Approved by City Manager	No	Presenter(s)	John Richers, WBDD#11
Reviewed by City Attorney	No	Department	Drainage
Subject	Discussion and possible action on a request from John Richers of West Brazoria County Drainage District #11 for City Council to rescind a decision by Sweeny City Council and Brazoria County Commissioners' Court to enter an interlocal agreement between City of Sweeny and Brazoria County for the provision of the replacement of a drainage culvert beneath Ashley Wilson Road west of Stewarts Grocery Store.		
Attachments	1) Email thread between City of Sweeny staff and Brazoria County 2) Interlocal agreement approved by Sweeny City Council and Brazoria County 3) Drainage drawing completed by Randy Stroud, P.E., WBCDD#11 engineer 4) Sign in sheet of project member participants from meeting on October 27, 2022		
Financial Information	Expenditure Required:		N/A
	Amount Budgeted:		N/A
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

Sometime in the month of October 2022, I, Lindsay Koskiniemi, City Manager for City of Sweeny, was contacted by a resident who notified me of African American gravesites on the side of the cemetery east of Stevenson Slough being washed away. After making a site visit with the resident who initiated the complaint, I called for a meeting with the West Brazoria County Drainage District #11 representatives including president John Richers and engineer Randy Stroud, the City's engineer, Brazoria County Commissioner #4, Hilcorp representatives and other community stakeholders.

After the stakeholder meeting, the participants walked the site and determined that the culvert under Ashley Wilson Road just west of Stewart's Grocery Store was partially collapsed and needed to be replaced. The County offered a solution for replacement and needed the City Council to approve an interlocal agreement for the provision of labor to replace the culvert, as the City does not have the means to do the work.

A request for an interlocal was made and a drawing of the culvert replacement was prepared by drainage district engineer, Randy Stroud, P.E. The Sweeny City Council approved the interlocal agreement, and in the planning, the project team determined that the work would be done in during the summer months while there is no school zone traffic.

In the month of May 2023, several months after all approvals had been made by all entities, the drainage district included, Mr. Richers contacted me and stated that I needed to contact



AGENDA MEMO

Business of the City Council

City of Sweeny, Texas

Commissioner Linder and ask him to stop the culvert replacement. I stated that is not within my authority, as this project was approved by two governing bodies through an executed interlocal agreement between. I told Mr. Richers if he is asking the City Council and Brazoria County Commissioners' Court to rescind their agreement, he should have compelling, scientifically engineered reasonings to back his request.

To date, I have received no documentation from Mr. Richers to support his statement that this project is no longer needed. This is being brought before City Council, as Mr. Richers has contacted Commissioner Linder on numerous occasions concerning his opinion that this project, is no longer needed and has delayed the project originally scheduled during the school year summer vacation schedule.

Recommended Action

I, Lindsay Koskiniemi, do not recommend the City Council rescind an agreement already executed to improve drainage without compelling engineered hydrology data to support the need to stop the project. This project was initiated as a complaint because minority grave sites were being washed out due to bottlenecked drainage in areas along Stevenson Slough where the collapsed culvert on AWR is the outfall.

Rec'd 6/19/23 10:21A

Item 8.



CITY OF SWEENY

Rev. 0 (4/28/2020)

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

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Personal Information:

Name: John Richers WBCDD #11

Mailing Address: 4653 CR 334 Sweeny, TX 77480

Physical Address: Same as Above

Email(s): jrichers@windstream.net

Phone(s): 979-285-8564

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

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2. Revised agreement for county to replace culvert on Ashley Wilson on Stephenson Slough.
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Signature: *J Richers* Date: 6-19-2023

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Lindsay Koskiniemi

From: Tricia Simmons <TriciaS@brazoriacountytx.gov>
Sent: Thursday, January 5, 2023 8:59 AM
To: Lindsay Koskiniemi
Subject: FW: [EXTERNAL]RE: City of Sweeny Request for Interlocal Agreement

Good Morning Lindsay:

Is it possible to have the Interlocal Agreement signed on the 17th as well? If I can get the executed agreement back that afternoon or early morning of the 18th I can get this on the January 24th court agenda, set up the project, and have it over the service center to get started.

Let me know and I'll prepare the agreement and send it over to you.

Regards,

Tricia L. Simmons
Administrative Assistant
 Brazoria County Engineering
 451 N Velasco Suite 230
 Angleton TX 77515
 979.864.1265

From: Tricia Simmons
Sent: Wednesday, January 4, 2023 9:01 AM
To: Lindsay Koskiniemi <citymanager@sweenytx.gov>
Subject: RE: [EXTERNAL]RE: City of Sweeny Request for Interlocal Agreement

No ma'am, that will be fine. Just forward the executed copy once you receive it.

Thank you,

Tricia L. Simmons
Administrative Assistant
 Brazoria County Engineering
 451 N Velasco Suite 230
 Angleton TX 77515
 979.864.1265



From: Lindsay Koskiniemi <citymanager@sweenytx.gov>
Sent: Wednesday, January 4, 2023 8:58 AM
To: Tricia Simmons <TriciaS@brazoriacountytx.gov>
Subject: [EXTERNAL]RE: City of Sweeny Request for Interlocal Agreement

Hi Tricia,

I have this on the agenda for our regular city council meeting on January 17, 2023. Is that too late?

Thank you,

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

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



From: Tricia Simmons <TriciaS@brazoriacountytx.gov>
Sent: Thursday, December 15, 2022 9:57 AM
To: Lindsay Koskiniemi <citymanager@sweenytx.gov>
Subject: City of Sweeny Request for Interlocal Agreement

Good Morning Lindsay:

I have submitted this request for Commissioners Court January 10, 2023. Attached please find the prepared Interlocal Agreement that will need to be executed and returned to me as soon as possible.

If you prefer, I can send the document through DocuSign to streamline the process. If so, please provide me with the email for the signee.

Thank you,

Tricia L. Simmons
Administrative Assistant
Brazoria County Engineering
451 N Velasco Suite 230
Angleton TX 77515
979.864.1265



From: Lindsay Koskiniemi <citymanager@sweenytx.gov>
Sent: Thursday, December 8, 2022 9:43 AM
To: Huebner, William <William.Huebner@strand.com>; Matt Hanks <matth@brazoriacountytx.gov>; Engineer-Interlocals <Engineer-Interlocals@brazoriacountytx.gov>
Cc: Gary Kersh <GaryK@brazoriacountytx.gov>; David Linder <DavidL@brazoriacountytx.gov>; jrichers@windstream.net; Randy Stroud <r_stroud@sbcglobal.net>; Kaydi Smith <kdsmith@sweenytx.gov>; Ruiz, Morgan <Morgan.Ruiz@strand.com>
Subject: [EXTERNAL]RE: [EXTERNAL]RE: [EXTERNAL]City of Sweeny Request for Interlocal Agreement

Mr. Hanks,

Let's go with the RCP.

Thanks everyone!

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

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



From: Huebner, William <William.Huebner@strand.com>
Sent: Thursday, December 8, 2022 9:17 AM
To: Matt Hanks <matth@brazoriacountytx.gov>; Lindsay Koskiniemi <citymanager@sweenytx.gov>; Engineer-Interlocals <Engineer-Interlocals@brazoriacountytx.gov>
Cc: Gary Kersh <GaryK@brazoriacountytx.gov>; David Linder <DavidL@brazoriacountytx.gov>; jrichers@windstream.net; Randy Stroud <r_stroud@sbcglobal.net>; Kaydi Smith <kdsmith@sweenytx.gov>; Ruiz, Morgan <Morgan.Ruiz@strand.com>
Subject: RE: [EXTERNAL]RE: [EXTERNAL]City of Sweeny Request for Interlocal Agreement

Lindsay,

I agree with Mr. Hanks. We do use HDPE in some situations, but typically call for embedment around the pipe with cement stabilized sand. This is due to the relatively low strength of the HDPE pipe. When bedded properly thought, it

can be comparable to RCP. The added cost for the bedding material and the labor involved in installing it correctly sometimes puts the price of HDPE at or near RCP. If this culvert is going under a street, I would suggest using RCP. Again, the cost will likely be similar and it's harder to make a mistake with the installation.

Hope this helps.

William

From: Matt Hanks <matth@brazoriacountytx.gov>
Sent: Wednesday, December 7, 2022 10:37 AM
To: Lindsay Koskiniemi <citymanager@sweenytx.gov>; Engineer-Interlocals <Engineer-Interlocals@brazoriacountytx.gov>
Cc: Gary Kersh <GaryK@brazoriacountytx.gov>; David Linder <DavidL@brazoriacountytx.gov>; jrichers@windstream.net; Randy Stroud <r_stroud@sbcglobal.net>; Kaydi Smith <kdsmith@sweenytx.gov>; Huebner, William <William.Huebner@strand.com>; Ruiz, Morgan <Morgan.Ruiz@strand.com>
Subject: RE: [EXTERNAL]RE: [EXTERNAL]City of Sweeny Request for Interlocal Agreement

[EXTERNAL EMAIL]: Verify sender before opening links or attachments.

Lindsay,

Yes, you can always use County contracts to get our pricing. Regarding the difference between RCP and HDPE; the last time I looked into this (and it has been a while), the cost is not very different. HDPE appears cheaper because the pipe itself is cheaper. However, due to the back filling requirements to achieve the same strength of the RCP, the cost difference quickly become minimal. And since this is under a heavily traveled roadway, you will want to make sure you get the same strength out of HDPE as you would RCP. Just my opinion and like I said, it might be an outdated opinion as it has been a while since I looked into this subject.

Thanks,
Matt

From: Lindsay Koskiniemi <citymanager@sweenytx.gov>
Sent: Wednesday, December 7, 2022 9:24 AM
To: Matt Hanks <matth@brazoriacountytx.gov>; Engineer-Interlocals <Engineer-Interlocals@brazoriacountytx.gov>
Cc: Gary Kersh <GaryK@brazoriacountytx.gov>; David Linder <DavidL@brazoriacountytx.gov>; jrichers@windstream.net; Randy Stroud <r_stroud@sbcglobal.net>; Kaydi Smith <kdsmith@sweenytx.gov>; Huebner, William <William.Huebner@strand.com>; Ruiz, Morgan <Morgan.Ruiz@strand.com>
Subject: [EXTERNAL]RE: [EXTERNAL]City of Sweeny Request for Interlocal Agreement

Good Morning Matt,

If the City is able to purchase the materials through the County at a better rate, the preference is to purchase through the County. If HDPE is still a lower price than RCP, we want HDPE. I have copied William Huebner and Morgan Ruiz with Strand, the City's engineer for input.

Thank you,

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



From: Matt Hanks <matth@brazoriacountytx.gov>
Sent: Wednesday, December 7, 2022 8:35 AM
To: Lindsay Koskiniemi <citymanager@sweenytx.gov>; Engineer-Interlocals <Engineer-Interlocals@brazoriacountytx.gov>
Cc: Gary Kersh <GaryK@brazoriacountytx.gov>; David Linder <DavidL@brazoriacountytx.gov>; jrichers@windstream.net; Randy Stroud <r_stroud@sbcglobal.net>; Jeff Farley <jwfarley@sweenytx.gov>; Kaydi Smith <kdsmith@sweenytx.gov>
Subject: RE: [EXTERNAL]City of Sweeny Request for Interlocal Agreement

Lindsay,

I assume the City will be providing the material as in any other interlocal? If so, does the City plan to purchase HDPE or RCP; as well as the proper embedment material depending on the choice of pipe?

Thanks,
Matt

From: Lindsay Koskiniemi <citymanager@sweenytx.gov>
Sent: Monday, December 5, 2022 5:21 PM
To: Engineer-Interlocals <Engineer-Interlocals@brazoriacountytx.gov>
Cc: Gary Kersh <GaryK@brazoriacountytx.gov>; David Linder <DavidL@brazoriacountytx.gov>; Matt Hanks <matth@brazoriacountytx.gov>; jrichers@windstream.net; Randy Stroud <r_stroud@sbcglobal.net>; Jeff Farley <jwfarley@sweenytx.gov>; Kaydi Smith <kdsmith@sweenytx.gov>
Subject: [EXTERNAL]City of Sweeny Request for Interlocal Agreement

Good Afternoon Brazoria County,

Please see the attached plan from Randy Stroud, P.E. detailing a culvert replacement the City of Sweeny is proposing as a project between the City and Brazoria County. The City of Sweeny requests an interlocal agreement for the replacement of the collapsed culvert beneath Ashley Wilson Road nearest Stewart's Grocery Store as a means of making necessary improvement to provide drainage relief to citizens at the lowest cost by partnering with Brazoria County.

The replacement of this culvert is a key component of drainage throughout the City of Sweeny via Stevenson Slough. I have copied West Brazoria County Drainage District #11 Representatives, including Mr. Stroud. We are happy to answer any questions you may have.

Thank you,

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

Item 8.

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



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THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

INTERLOCAL AGREEMENT
BETWEEN BRAZORIA COUNTY AND THE CITY OF SWEENEY
IS23-0013

This Agreement is made between BRAZORIA COUNTY and the CITY OF SWEENEY hereinafter referred to as the COUNTY and CITY respectively.

RECITALS

WHEREAS, the CITY wishes to repair all roads as listed on Exhibit “B”; and

WHEREAS, the CITY has requested the COUNTY’S assistance to providing labor and equipment to replace culverts beneath Ashley Wilson Road at Stevenson Slough as listed on Exhibit “B”; and

WHEREAS, the COUNTY has agreed to utilize Brazoria County Road & Bridge equipment and employees to perform this work pursuant to the authority of Tex. Transp. Code §251.015, and the Interlocal Cooperation Act, Tex. Gov. Code Sec. 791.001 et. Seq., subject to the conditions and limitations of this Agreement;

NOW THEREFORE, the CITY and COUNTY agree as follows:

- 1.01 COUNTY agrees to supply such equipment as may be necessary together with operators to repair all roads listed on Exhibit “B”.

- 1.02 The CITY agrees to pay for material needed in the project directly to supplier, and in the event COUNTY costs in performing above-described work exceed \$10,000.00, the CITY shall pay, from the point in time that COUNTY’S costs equal the sum \$10,000.00, the labor costs and the hourly value of equipment used, plus any other costs associated with the use of the equipment. Though it is contemplated by this agreement that CITY will obtained the necessary design and engineering studies required by the project prior to the commencement of the work, CITY agrees to pay the reasonable cost of any design or engineering work obtained by COUNTY if it exceeds the sum of \$10,000.00. The value of equipment shall be those hourly rates which have been previously established by the COUNTY for each item of its equipment, multiplying the same by the number of hours, such equipment has been utilized in excess of the point in time when COUNTY’s costs equaled the sum of \$10,000.00. COUNTY equipment utilized on site for the project shall be charged to CITY on a daily rate for each day it is on-site.

- 1.03 The parties intend that COUNTY, in performing such services, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. COUNTY is not considered an agent or employee of CITY.
- 1.04 Each party agrees that payments for the performance of governmental functions or services shall be from current revenues available to the paying party and further that such payments shall fairly compensate the performing party for the service it supplies provides for the other party's benefit.
- 1.05 COUNTY does not warrant the suitability for this project of any material purchased by CITY from a third party which maintains a continuing contract with COUNTY. Any cost estimate made connection with this project is only an estimate and is not warranty of the final cost of the project.
- 1.06 To the extent permitted by law, CITY agrees to assume the risk of, fully indemnify, hold harmless and defend COUNTY, its agent, officers and employees from any and all loss, damage, cost demands and causes of action of any manner from the performance of the above referenced work.
- 1.07 COUNTY executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners Court so authorizing, and the CITY executes this Agreement by and through the President acting pursuant to authorizations of its Board of Trustees.
- 1.08 Nothing herein shall be constructed to make either party purchaser or consumer of goods or services from the other.
- 1.09 Nothing herein shall be constructed to create any rights in third parties.
- 1.10 Misspelling of one or more words in this agreement shall not void this agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

IN TESTIMONY OF WHICH, witness our signatures on the execution dates herein below.

By: _____
 CITY OF SWEENY
 MAYOR

By: _____
 BRAZORIA COUNTY
 COUNTY JUDGE

Date signed: _____

Date signed: _____

Tricia Simmons

From: Lindsay Koskiniemi <citymanager@sweenytx.gov>
Sent: Monday, December 5, 2022 5:21 PM
To: Engineer-Interlocals
Cc: Gary Kersh; David Linder; Matt Hanks; jrichers@windstream.net; Randy Stroud; Jeff Farley; Kaydi Smith
Subject: [EXTERNAL]City of Sweeny Request for Interlocal Agreement
Attachments: Ashley Wilson crossing R. STROUD FOR INTERLOCAL 12.05.2022.pdf

Good Afternoon Brazoria County,

Please see the attached plan from Randy Stroud, P.E. detailing a culvert replacement the City of Sweeny is proposing as a project between the City and Brazoria County. The City of Sweeny requests an interlocal agreement for the replacement of the collapsed culvert beneath Ashley Wilson Road nearest Stewart's Grocery Store as a means of making necessary improvement to provide drainage relief to citizens at the lowest cost by partnering with Brazoria County.

The replacement of this culvert is a key component of drainage throughout the City of Sweeny via Stevenson Slough. I have copied West Brazoria County Drainage District #11 Representatives, including Mr. Stroud. We are happy to answer any questions you may have.

Thank you,

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

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

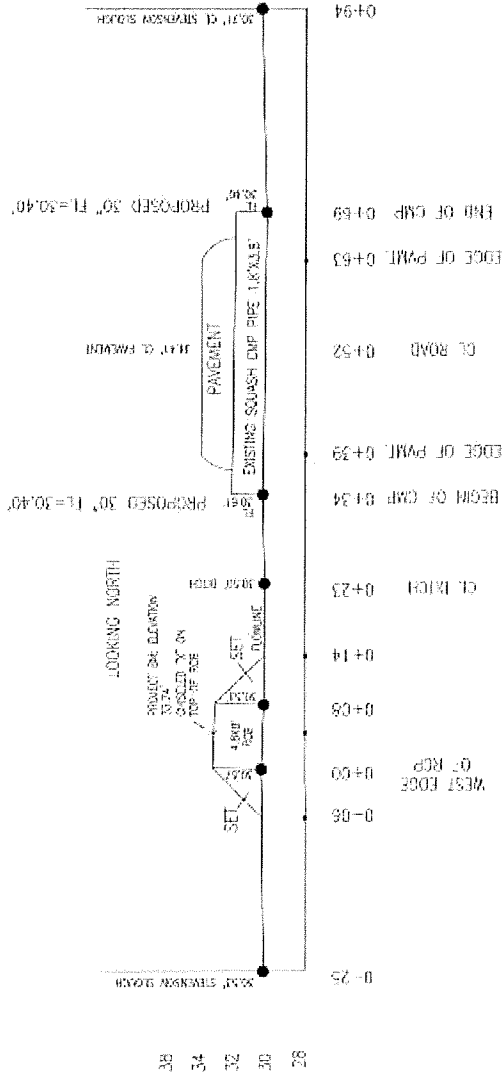


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WEST BRAZORIA COUNTY DRAINAGE DISTRICT #11

JOHN RICHERS - DIRECTOR - SECTION 1

ASHLEY WILSON ROAD @ STEVENSON SLOUGH



SCALE HOR: 1" = 10'
SCALE VER: 1" = 5'

NOTES:

1. REPLACE SQUASH CMP WITH ROW OF 30" HOPE OR RCP. MATCH EXISTING FLOW LINE ELEVATION.
2. SET = SAFETY END TREATMENT

JOINT PROJECT:

WEST BRAZORIA COUNTY DRAINAGE DISTRICT
CITY OF SWEENEY
BRAZORIA COUNTY PRECINCT 4

FROM THE OFFICE OF:
RANDY L. STROUD, P.E.
FIRM NO. 10020500
201 SOUTH VELASCO
ANGLETON, TEXAS 77515
979-849-3141

4T 27,772 12-5-22

Co

SIGN-IN SHEET

Item 8.

<u>Name</u>	<u>Organization</u>	<u>Contact Phone</u>	<u>Contact Email</u>
Lindsay Koskiniemi	City Manager - City of Sweeny	281.719.5868	citymanager@sweenytx.gov
Rusty Lofton	Forman Public Works	979 429 6171	Rlofton@sweenytx.gov
Nearl Bess Jr	Citizen	979-292-4028	HNRPARK@gmail.com
David Hinder	Brazoria County	979-549-8785	Davidh@Brazoria-County.com
Randy STROUD	WEST BRAZORIA COUNTY DRAINAGE DISTRICT	979-248-0620	r_stroud@sbcglobal.net
John Richers	WB CDD #11	979.285-8564	JRichers@windstream.net
William Huebner	Strand	979-836-7937	William.huebner@strand.com
Brian Brooks	Sweeny City Council	— — —	— — —
GARY KEASH	B.C.	979-236-0499	GARY K @ BRAZORIA - COUNTY . COM
Ron Schmidt	Voter Tax Payer	979 548-2980	ronschmidt@windstream.net
Morgan Ruiz	Strand Associates	979-836-7937	morgan.ruiz@strand.com
Lupe Torres JR.	Hilcorp Energy	979-533-4903	Ltorres@hilcorp.com
Ross Aguirre	Public Works	979-482-3152	rdaguirre@sweenytx.gov

Exhibit 'A'

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

INTERLOCAL AGREEMENT
BETWEEN BRAZORIA COUNTY AND THE CITY OF SWEENEY
IS23-0013

This Agreement is made between BRAZORIA COUNTY and the CITY OF SWEENEY hereinafter referred to as the COUNTY and CITY respectively.

RECITALS

WHEREAS, the CITY wishes to repair all roads as listed on Exhibit "B"; and

WHEREAS, the CITY has requested the COUNTY'S assistance to providing labor and equipment to replace culverts beneath Ashley Wilson Road at Stevenson Slough as listed on Exhibit "B"; and

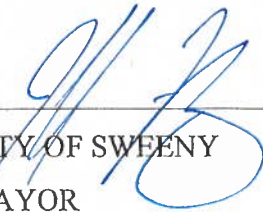
WHEREAS, the COUNTY has agreed to utilize Brazoria County Road & Bridge equipment and employees to perform this work pursuant to the authority of Tex. Transp. Code §251.015, and the Interlocal Cooperation Act, Tex. Gov. Code Sec. 791.001 et. Seq., subject to the conditions and limitations of this Agreement;

NOW THEREFORE, the CITY and COUNTY agree as follows:

- 1.01 COUNTY agrees to supply such equipment as may be necessary together with operators to repair all roads listed on Exhibit "B".
- 1.02 The CITY agrees to pay for material needed in the project directly to supplier, and in the event COUNTY costs in performing above-described work exceed \$10,000.00, the CITY shall pay, from the point in time that COUNTY'S costs equal the sum \$10,000.00, the labor costs and the hourly value of equipment used, plus any other costs associated with the use of the equipment. Though it is contemplated by this agreement that CITY will obtained the necessary design and engineering studies required by the project prior to the commencement of the work, CITY agrees to pay the reasonable cost of any design or engineering work obtained by COUNTY if it exceeds the sum of \$10,000.00. The value of equipment shall be those hourly rates which have been previously established by the COUNTY for each item of its equipment, multiplying the same by the number of hours, such equipment has been utilized in excess of the point in time when COUNTY's costs equaled the sum of \$10,000.00. COUNTY equipment utilized on site for the project shall be charged to CITY on a daily rate for each day it is on-site.

- 1.03 The parties intend that COUNTY, in performing such services, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. COUNTY is not considered an agent or employee of CITY.
- 1.04 Each party agrees that payments for the performance of governmental functions or services shall be from current revenues available to the paying party and further that such payments shall fairly compensate the performing party for the service it supplies provides for the other party's benefit.
- 1.05 COUNTY does not warrant the suitability for this project of any material purchased by CITY from a third party which maintains a continuing contract with COUNTY. Any cost estimate made connection with this project is only an estimate and is not warranty of the final cost of the project.
- 1.06 To the extent permitted by law, CITY agrees to assume the risk of, fully indemnify, hold harmless and defend COUNTY, its agent, officers and employees from any and all loss, damage, cost demands and causes of action of any manner from the performance of the above referenced work.
- 1.07 COUNTY executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners Court so authorizing, and the CITY executes this Agreement by and through the President acting pursuant to authorizations of its Board of Trustees.
- 1.08 Nothing herein shall be constructed to make either party purchaser or consumer of goods or services from the other.
- 1.09 Nothing herein shall be constructed to create any rights in third parties.
- 1.10 Misspelling of one or more words in this agreement shall not void this agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

IN TESTIMONY OF WHICH, witness our signatures on the execution dates herein below.

By: 
 CITY OF SWEENEY
 MAYOR

By: _____
 BRAZORIA COUNTY
 COUNTY JUDGE

Date signed: Jan 17th, 2023

Date signed: _____

Tricia Simmons

Exhibit 'B'

From: Lindsay Koskiniemi <citymanager@sweenytx.gov>
Sent: Monday, December 5, 2022 5:21 PM
To: Engineer-Interlocals
Cc: Gary Kersh; David Linder; Matt Hanks; jrichers@windstream.net; Randy Stroud; Jeff Farley; Kaydi Smith
Subject: [EXTERNAL]City of Sweeny Request for Interlocal Agreement
Attachments: Ashley Wilson crossing R. STROUD FOR INTERLOCAL 12.05.2022.pdf

Good Afternoon Brazoria County,

Please see the attached plan from Randy Stroud, P.E. detailing a culvert replacement the City of Sweeny is proposing as a project between the City and Brazoria County. The City of Sweeny requests an interlocal agreement for the replacement of the collapsed culvert beneath Ashley Wilson Road nearest Stewart's Grocery Store as a means of making necessary improvement to provide drainage relief to citizens at the lowest cost by partnering with Brazoria County.

The replacement of this culvert is a key component of drainage throughout the City of Sweeny via Stevenson Slough. I have copied West Brazoria County Drainage District #11 Representatives, including Mr. Stroud. We are happy to answer any questions you may have.

Thank you,

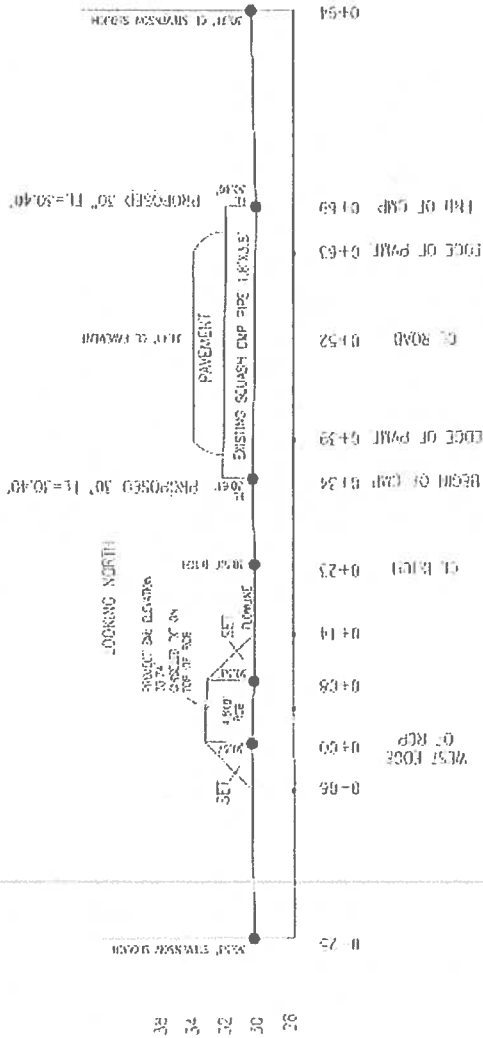
Lindsay Koskiniemi, CGFO, CPM, MPA, MSA
City Manager

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



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WEST BRAZORIA COUNTY DRAINAGE DISTRICT #11
JOHN RICHERS - DIRECTOR - SECTION 1
 ASHLEY WILSON ROAD @ STEVENSON SLOUGH



SCALE HOR: 1" = 10'
 SCALE VER: 1" = 5'

- NOTES:
1. REPLACE SQUASH CMP WITH ROW OF 30" HDPE OR RCP.
 2. MATCH EXISTING FLOW LINE ELEVATION.
 3. SET = SAFETY END TREATMENT

JOINT PROJECT:
 WEST BRAZORIA COUNTY DRAINAGE DISTRICT
 CITY OF SWEENEY
 BRAZORIA COUNTY PRECINCT 4

FROM THE OFFICE OF:
 RANCO, L. STROUD, P.E.
 FIRM NO. 10320500
 201 SOUTH YELLASCO
 ANGLETON, TEXAS 77515
 979-829-3141

47 27,772 12-5-22



AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Meeting Date	07/18/2023	Agenda Item	
Approved by City Manager		Presenter(s)	Michelle Medina
Reviewed by City Attorney		Department	Sweeny EDC
Subject	Applications for EDC Board of Directors		
Attachments			
Financial Information	Expenditure Required:		
	Amount Budgeted:		
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

EDC has 4 positions up in September. Nina Christie, Kay Roe, Bill Hayes and Jenny Massey.

Recommended Action

Motion to advertise for applications on the City Marquee, Social Media and news paper of record.



AGENDA MEMO

Business of the City Council

City of Sweeny, Texas

Meeting Date	07/18/2023	Agenda Item	
Approved by City Manager		Presenter(s)	Nina Christie
Reviewed by City Attorney		Department	Sweeny EDC
Subject	To approve amendment to Trilogy Resources, LLC performance agreement		
Attachments	Performance Agreement		
Financial Information	Expenditure Required:		
	Amount Budgeted:		
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

Last month the council approved the changes to Trilogy Resources plat. Performance agreement amended to match. Originally was 11.53 acres for \$207,540.00 now 10.794 acres at \$194,292.00.

Recommended Action

Motion to seek approval of amendments to Trilogy Resources, LLC performance agreement.

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** by and between the ***SWEENY ECONOMIC DEVELOPMENT CORPORATION***, a Texas non-profit corporation (hereinafter referred to as the “EDC”), and ***TRILOGY RESOURCES, LLC***, a Texas limited liability company (hereinafter referred to as “Developer”), is made and executed on the following recitals, terms and conditions.

WHEREAS, the EDC is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and

WHEREAS, Section 501.101 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements that are: (1) for the creation or retention of primary jobs; and (2) found by the board of directors to be required or suitable for the development, retention, or expansion of: (A) manufacturing and industrial facilities; (B) research and development facilities; (C) military facilities, including closed or realigned military bases; . . . (F) recycling facilities; . . . (I) distribution centers; (J) small warehouse facilities capable of serving as decentralized storage and distribution centers; (K) primary job training facilities for use by institutions of higher education; or (L) regional or national corporate headquarters facilities”; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . .”; and

WHEREAS, Developer has applied to the EDC for economic development assistance necessary to construct and operate a manufacturing facility to be located at Brazoria County Clerk’s File No. 2010001263 and being located in the Charles Breen League, Abstract Number 46, in the City of Sweeny, Brazoria County, Texas (hereinafter referred to as the “Property”); and

WHEREAS, the EDC’s Board of Directors have determined the economic development assistance to be provided to Developer pursuant to this Agreement is consistent and meets the definition of “project” as that term is defined in Sections 501.101 and 501.103 of the Texas Local Government Code; and the definition of “cost” as that term is defined by Section 501.152 of the Texas Local Government Code; and

WHEREAS, Developer agrees and understands that Section 501.073(a) of the Texas Local Government Code requires the City Council of the City of Sweeny, Texas, to approve all programs and expenditures of the EDC, and accordingly this Agreement is not effective until City Council has approved this project at a City Council meeting called and held for that purpose.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby

acknowledged, the EDC and Developer agree as follows:

SECTION 1. FINDINGS INCORPORATED.

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

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **October 31, 2028**, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- (a) **Act.** The word “Act” means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word “Agreement” means this Performance Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (c) **Developer.** The word “Developer” means Trilogy Resources, LLC, a Texas limited liability company, its successors and assigns, whose address for the purposes of this Agreement is 423 This Way Street, Lake Jackson, Texas 77566.
- (d) **EDC.** The term “EDC” means the Sweeny Economic Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 111 W. 3rd Street, Sweeny, Texas 77480.
- (e) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and between the Developer and the EDC.
- (f) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (g) **Full-Time Equivalent Employment Position.** The words “Full-Time Equivalent Employment Position” or “Full-Time Equivalent Employment Positions” mean and include a job requiring a minimum of One Thousand Nine Hundred Twenty (1,920) hours of work averaged over a twelve (12) month period. The term “Full-Time Equivalent Employment Position” or “Full-Time Equivalent Employment Positions” excludes the current five (5) full-time employees and six (6) contractor employees working for the Developer as the Effective Date of this Agreement.

- (h) **Property.** The word “Property” means the approximately 10.794-acre tract of land consisting of Lot Restricted Reserve “F”, Block 1 of the Charles Breen League addition, an addition to the City of Sweeny, Brazoria County, Texas, as generally described and/or depicted in *Exhibit A* of this Agreement, which is attached hereto and is incorporated herein for all purposes.
- (i) **Qualified Expenditures.** The words “Qualified Expenditures” mean those expenditures consisting of the construction of a Trilogy Resources manufacturing facility located on the Property, and which meet the definition of “project” as that term is defined in Sections 501.101 and 501.103 of the Act, and meet the definition of “cost” as that term is defined in Section 501.152 of the Act.
- (j) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE COVENANTS OF DEVELOPER.

Developer covenants and agrees with EDC that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Qualified Expenditures.** Developer covenants and agrees to commence construction of the Qualified Expenditures within 120 days of the EDC’s completion of the road and utilities leading to the Property. Further, Developer covenants and agrees to complete construction of the Trilogy Resources manufacturing facility within twelve (12) months of the City of Sweeny’s completion of the road and utilities leading to the Property.
- (b) **Certificate of Occupancy.** Developer covenants and agrees to apply for or cause to be obtained within twelve (12) months of the EDC’s completion of the road and utilities leading to the Property, a certificate of occupancy from the City of Sweeny, Texas, for a manufacturing facility located on the Property.
- (c) **Operate Manufacturing Facility.** Developer covenants and agrees to maintain and operate manufacturing facility located on the Property within twelve (12) months of the EDC’s completion of the road and utilities leading to the Property, and during the Term of this Agreement.
- (d) **Job Creation and Retention.** Developer covenants and agrees during the Term of this Agreement to employ and maintain a minimum of nine (9) Full-Time Equivalent Employment Positions working at the Property. Additionally, Developer covenants and agrees to employ and maintain a minimum of three (3) additional Full-Time Equivalent Employment Positions working at the Property by **September 1, 2027**. Developer covenants and agrees on or before **September 1, 2028**, Developer shall deliver to EDC an annual compliance verification signed by a duly authorized representative of Developer that shall certify the number of Full-Time Equivalent Employment Positions, and shall

disclose and certify the average wage for all Full-Time Equivalent Employment Positions (the “Compliance Verification”). The Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.

- (e) **Acquisition of the Property.** Developer covenants and agrees to acquire the Property from the EDC within ninety (90) days of the Effective Date of this Agreement or consistent with the terms of a real estate sales contract executed by and between the Developer and the EDC. The Developer covenants and agrees the Property has a value of **One Hundred Ninety-Four Thousand Two Hundred Ninety-Two and No/100 Dollars (\$194,292.00)**. Developer covenants and agrees to execute a deed of trust lien or other lien in a form acceptable to the EDC providing a first lien position to 8.794 acres of the Property, and a second lien position to 2.00 acres of the Property at the time of closing on the Property.
- (f) **Performance Conditions.** Developer agrees to make, execute and deliver to EDC such other instruments, documents and other agreements as EDC or its attorneys may reasonably request to evidence this Agreement.
- (g) **Performance.** Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the Developer and EDC.

SECTION 5. AFFIRMATIVE COVENANTS OF EDC.

EDC covenants and agrees with Developer that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Conveyance of the Property.** The EDC covenants and agrees to convey to the Developer good and indefeasible fee simple title to the Property, free and clear of any liens or other encumbrances, by special warranty deed within ninety (90) days of the Effective Date of this Agreement or consistent with the terms of a real estate sales contract executed by and between the Developer and the EDC.
- (b) **Performance.** EDC agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the Developer and EDC.
- (c) **Third Party Financing.** EDC agrees the Developer’s obligation to fulfill the terms of this Agreement is contingent on the Developer obtaining third-party financing to fund the construction of the manufacturing facility on the Property. In the event the Developer fails to obtain third-party financing within thirty (30) days of the EDC approving this contract and the City’s approval to construct the road and utilities, the Developer may unilaterally terminate this Agreement. In such case, the Property will not be conveyed to Developer.
- (d) **Construction of Road and Utilities.** EDC agrees the Developer’s obligation to fulfill the

terms of this Agreement is contingent on the EDC constructing a concrete road and utilities to the Property.

SECTION 6. CESSATION OF ADVANCES.

If the EDC has made any commitment to provide any economic development assistance to Developer, whether under this Agreement or under any other agreement, the EDC shall have no obligation to advance or provide said economic development assistance if: (i) Developer becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (ii) an Event of Default occurs.

SECTION 7. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

- (a) **General Event of Default.** Failure of Developer or EDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Developer or EDC to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between Developer and EDC is an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to EDC by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.
- (c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.
- (d) **Ad Valorem Taxes.** Developer allows its ad valorem taxes owed to the City of Sweeny, Texas, to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from EDC and/or Brazoria County Central Appraisal District is an Event of Default.

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 7 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement, enforce specific performance as appropriate or maintain a cause of action for damages caused by the event(s) of default.

In the event, Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the Developer shall immediately pay to the EDC the following amounts:

<u>Event of Default Occurs:</u>	<u>Payment Amount:</u>
Effective Date to October 31, 2024	\$194,292.00;
September 1, 2024 to October 31, 2025	\$155,433.60;
September 1, 2025 to October 31, 2026	\$116,575.20;
September 1, 2026 to October 31, 2027	\$77,716.80; or
September 1, 2027 to October 31, 2028	\$38,858.40.

SECTION 9. INDEMNIFICATION.

Developer shall indemnify, save, and hold harmless EDC, its directors, officers, agents, attorneys, and employees (collectively, the “Indemnitees”) from and against: (i) any and all claims, demands, actions or causes of action that are asserted against any Indemnitee if the claim, demand, action or cause of action directly or indirectly relates to tortious interference with contract or business interference, or wrongful or negligent use of EDC’s financial assistance by Developer or its agents and employees; (ii) any administrative or investigative proceeding by any governmental authority directly or indirectly related, to a claim, demand, action or cause of action in which EDC is a disinterested party; (iii) any claim, demand, action or cause of action which directly or indirectly contests or challenges the legal authority of EDC or Developer to enter into this Agreement; and (iv) any and all liabilities, losses, costs, or expenses (including reasonable attorneys’ fees and disbursements) that any Indemnitee suffers or incurs as a result of any of the foregoing; provided, however, that Developer shall have no obligation under this Section to EDC with respect to any of the foregoing arising out of the gross negligence or willful misconduct of EDC or the breach by EDC of this Agreement. If any claim, demand, action or cause of action is asserted against any Indemnitee, such Indemnitee shall promptly notify Developer, but the failure to so promptly notify Developer shall not affect Developer’s obligations under this Section unless such failure materially prejudices Developer’s right to participate in the contest of such claim, demand, action or cause of action, as hereinafter provided. If requested by Developer in writing, as so long as no Default or Event of Default shall have occurred and be continuing, such Indemnitee shall in good faith contest the validity, applicability and amount of such claim, demand, action or cause of action and shall permit Developer to participate in such contest. Any Indemnitee that proposes to settle or compromise any claim, demand, action, cause of action or proceeding for which Developer may be liable for payment of indemnity hereunder shall give Developer written notice of the terms of such proposed settlement or compromise reasonably in advance of settling or compromising such claim or proceeding and shall obtain Developer’s concurrence thereto.

SECTION 10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Brazoria County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Developer warrants and represents that the individual or individuals executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. EDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Filing.** This Agreement shall be filed in the deed records of Brazoria County, Texas. The provisions of this Agreement shall be deemed to run with the land and shall be binding on heirs, successors and assigns of the Developer.
- (h) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to EDC:

Sweeny Economic Development Corporation
111 W. 3rd Street
Sweeny, Texas 77480

Attn: Michelle Medina, Executive Director
Telephone: (979) 548-2894

if to Developer:

Trilogy Resources, LLC
423 This Way Street
Lake Jackson, Texas 77566
Attn: Dusty Hopkins
Telephone: _____

- (i) **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- (j) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- (k) **Undocumented Workers.** Developer certifies that the Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the EDC notifies Developer of the violation.

[The Remainder of this Page Intentionally Left Blank]

DEVELOPER:

TRILOGY RESOURCES, LLC,
a Texas limited liability company,

By: _____
Dusty Hopkins

Title: _____

Date Signed: _____

STATE OF TEXAS

§

§

COUNTY OF BRAZORIA

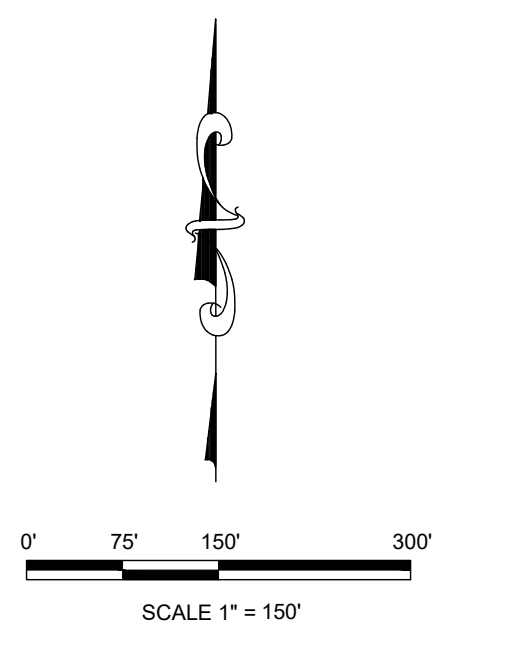
§

This instrument was acknowledged before me on the ____ day of _____, 2022, by Dusty Hopkins, _____ of the Trilogy Resources, LLC, a Texas limited liability company, on behalf of said Texas company.

Notary Public, State of Texas

Exhibit A

[Legal Description and/or Depiction of the Property]

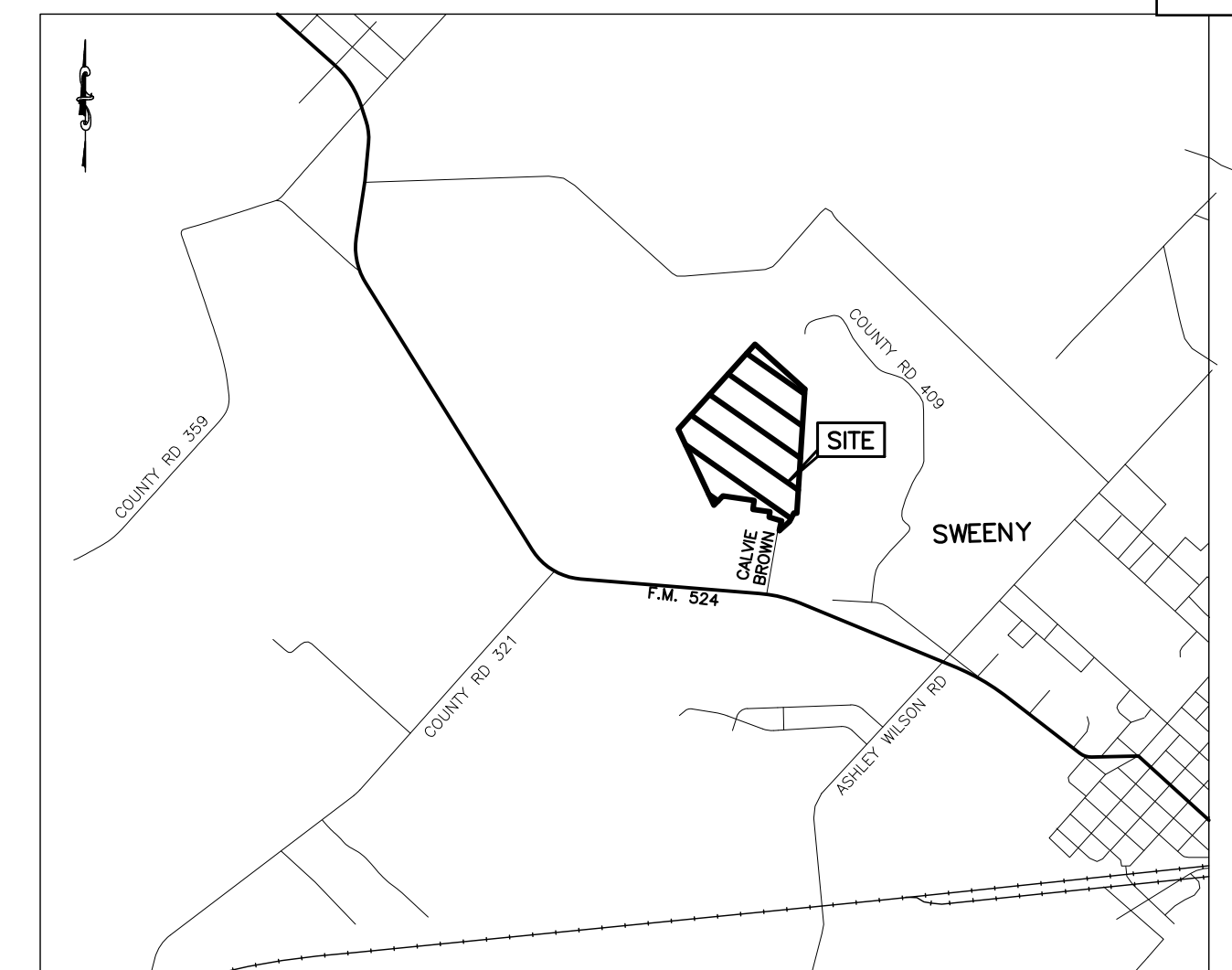


LEGEND
O.P.R.B.C.T. = OFFICIAL PUBLIC RECORDS BRAZORIA COUNTY TEXAS
D.R.B.C.T. = DEED RECORDS BRAZORIA COUNTY TEXAS
P.R.B.C.T. = PLAT RECORDS BRAZORIA COUNTY TEXAS
C.C.F.N. = COUNTY CLERK'S FILE NUMBER
FND = FOUND
C.I.R. = CAPPED IRON ROD
I.R. = IRON ROD
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
R.O.W. = RIGHT-OF-WAY
VOL., PG. = VOLUME PAGE

SYMBOLS
O = SET 5/8" I.R. W/CAP "BAKER & LAWSON"
● = FOUND MONUMENT (AS NOTED)

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

FIELD NOTES FOR 67.263 ACRES
DESCRIPTION OF A 67,263 ACRE TRACT OF LAND, LOCATED WITHIN THE C. BREEN SURVEY, ABSTRACT NO. 46 BEING A PORTION OF THE REMAINDER OF A CALLED 77.74 ACRE TRACT AS RECORDED IN COUNTY CLERK'S FILE NO. (C.C.F.N.) 2010001263 OF THE OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY TEXAS (O.P.R.B.C.T.), REFERRED TO HEREINAFTER AS THE ABOVE REFERENCED TRACT OF LAND, SAID 67,263 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, (NAD83) SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS):
BEGINNING AT A 5/8-INCH CAPPED IRON ROD, STAMPED "BAKER & LAWSON", SET FOR A SOUTHERLY CORNER OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING IN THE EAST LINE OF A CALLED 24,5936 ACRE TRACT AS RECORDED IN C.C.F.N. 2020020258 OF THE O.P.R.B.C.T. AND THE NORTHWEST CORNER OF RESTRICTED RESERVE "F" SWEENEY DEVELOPMENT PARK AS RECORDED IN C.C.F.N. 2014041799 OF THE O.P.R.B.C.T.;
THENCE NORTH 07°36'22" EAST, ALONG A SOUTHERLY LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE EAST LINE OF SAID 24,5936 ACRE TRACT, A DISTANCE OF 128.56 FEET TO A 4-INCH CAP IN CONCRETE FOUND FOR AN INTERIOR CORNER OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE NORTHEAST CORNER OF SAID 24,5936 ACRE TRACT;
THENCE NORTH 81°43'17" WEST, CONTINUING ALONG THE SOUTH LINE OF THE ABOVE REFERENCED TRACT OF LAND, A DISTANCE OF 447.91 FEET TO A 1/2-INCH CAPPED IRON ROD FOUND FOR CORNER, SAME BEING THE NORTHWEST CORNER OF SAID 24,5936 ACRE TRACT;
THENCE SOUTH 44°50'41" WEST, CONTINUING ALONG THE SOUTH LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING A NORTHWEST LINE OF SAID 24,5936 ACRE TRACT, A DISTANCE OF 185.05 FEET TO A 4-INCH CAP IN CONCRETE FOUND FOR THE NORTHWEST CORNER OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING IN THE WEST LINE OF SAID 24,5936 ACRE TRACT AND THE EAST CORNER OF A CALLED 14.44 ACRE TRACT AS RECORDED IN C.C.F.N. 2021059022 OF THE O.P.R.B.C.T.;
THENCE NORTH 25°07'59" WEST, ALONG THE SOUTHWEST LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE NORTHEAST LINE OF SAID 14.44 ACRE TRACT, THE NORTHEAST LINE OF A CALLED 18.25 ACRE TRACT AS RECORDED IN C.C.F.N. 2013004757 OF THE O.P.R.B.C.T. AND THE NORTHEAST LINE OF A CALLED 17.82 ACRE TRACT AS RECORDED IN C.C.F.N. 2004058650 OF THE O.P.R.B.C.T., A DISTANCE OF 1,193.50 FEET TO A 4-INCH CAP IN CONCRETE FOUND FOR THE WEST CORNER OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING IN THE SOUTH LINE OF A CALLED 115.7 ACRE TRACT AS RECORDED IN C.C.F.N. 2022061026 OF THE O.P.R.B.C.T. FOR THE NORTH CORNER OF SAID 17.82 ACRE TRACT;
THENCE NORTH 42°03'51" EAST, ALONG THE NORTHWEST LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE SOUTHWEST LINE OF SAID 115.7 ACRE TRACT, THE SOUTHWEST LINE OF A CALLED 76.56 ACRE TRACT AS RECORDED IN C.C.F.N. 1982027916 OF THE O.P.R.B.C.T. AND THE SOUTHWEST LINE OF A CALLED 90 ACRE TRACT AS RECORDED IN C.C.F.N. 2015051684 OF THE O.P.R.B.C.T., A DISTANCE OF 1,631.24 FEET TO A 4-INCH CAP IN CONCRETE FOUND FOR THE NORTH CORNER OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE WEST CORNER OF A CALLED 4.78 ACRE TRACT AS RECORDED IN C.C.F.N. 2005073181 OF THE O.P.R.B.C.T. FOR THE EAST CORNER OF SAID 90 ACRE TRACT;
THENCE SOUTH 48°04'13" EAST, ALONG THE NORTHEAST LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE SOUTHWEST LINE OF SAID 14.44 ACRE TRACT, A DISTANCE OF 684.58 FEET TO A 3/8-INCH IRON PIPE, FOUND FOR CORNER, SAME BEING THE WEST CORNER OF A CALLED 9.55 ACRE TRACT AS RECORDED IN C.C.F.N. 2017010213 OF THE O.P.R.B.C.T. AND THE SOUTH CORNER OF SAID 4.78 ACRE TRACT;
THENCE SOUTH 47°33'16" EAST, CONTINUING ALONG THE NORTHEAST LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE SOUTHWEST LINE OF SAID 9.55 ACRE TRACT, A DISTANCE OF 270.89 FEET TO A 4-INCH CAP IN CONCRETE FOUND FOR THE NORTHEAST CORNER OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE NORTH CORNER OF A CALLED 7.96 ACRE TRACT AS RECORDED IN C.C.F.N. 2012048472 OF THE O.P.R.B.C.T.;
THENCE SOUTH 03°38'37" WEST, ALONG THE EAST LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE WEST LINE OF SAID 7.96 ACRE TRACT, A DISTANCE OF 1,192.14 FEET TO A 5/8-INCH CAPPED IRON ROD, STAMPED "BAKER & LAWSON", SET FOR CORNER, SAME BEING THE NORTHWEST CORNER OF A CALLED 54.35 ACRE TRACT AS RECORDED IN C.C.F.N. 2012048392 OF THE O.P.R.B.C.T. AND THE SOUTH CORNER OF SAID 7.96 ACRE TRACT;
THENCE SOUTH 03°49'08" WEST, CONTINUING ALONG THE EAST LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE WEST LINE OF SAID 54.35 ACRE TRACT, A DISTANCE OF 579.97 FEET TO A 1/2-INCH CAPPED IRON ROD, STAMPED "STROUD", FOUND FOR THE SOUTHWEST CORNER OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE NORTHEAST CORNER OF THE CALVE BROWN SUBDIVISION AS RECORDED IN C.C.F.N. 2006036605 OF THE O.P.R.B.C.T.;
THENCE SOUTHWESTERLY, ALONG THE SOUTH LINE OF THE ABOVE REFERENCED TRACT, SAME BEING THE NORTH LINE OF SAID CALVE BROWN SUBDIVISION, THE FOLLOWING COURSES AND DISTANCES:
THENCE NORTH 86°09'42" WEST, A DISTANCE OF 41.76 FEET TO A 5/8-INCH CAPPED IRON ROD, STAMPED "CDW", FOUND FOR CORNER;
THENCE SOUTH 27°33'20" WEST, A DISTANCE OF 135.64 FEET TO A 5/8-INCH CAPPED IRON ROD, STAMPED "CDW", FOUND FOR CORNER;
THENCE SOUTH 47°43'33" WEST, A DISTANCE OF 192.13 FEET TO A 5/8-INCH CAPPED IRON ROD, STAMPED "CDW", FOUND FOR CORNER, SAID POINT BEING IN THE WEST RIGHT-OF-WAY LINE OF CALVE BROWN ROAD (80 FEET WIDE) AND IN THE ARC OF A CURVE TO THE RIGHT;
THENCE NORTHEASTERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 139.72 FEET, SAID CURVE HAVING A RADIUS OF 1,000.00 FEET, A CENTRAL ANGLE OF 08°00'19", A CHORD WHICH BEARS NORTH 13°02'15" EAST, A DISTANCE OF 139.60 FEET TO A 5/8-INCH CAPPED IRON ROD, STAMPED "BAKER & LAWSON", SET FOR CORNER;
THENCE NORTH 73°01'24" WEST, CONTINUING ALONG THE SOUTH LINE OF THE ABOVE REFERENCED TRACT OF LAND, OVER AND ACROSS SAID CALVE BROWN ROAD AND ALONG THE NORTH LINE OF SAID RESTRICTED RESERVE "F", A DISTANCE OF 186.51 FEET TO A 5/8-INCH CAPPED IRON ROD, STAMPED "BAKER & LAWSON", SET FOR CORNER, SAME BEING AN INTERIOR CORNER OF SAID RESERVE "F";
THENCE NORTH 07°36'22" EAST, CONTINUING ALONG THE SOUTH LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE NORTH LINE OF SAID RESTRICTED RESERVE "F", A DISTANCE OF 79.12 FEET TO A 5/8-INCH CAPPED IRON ROD, STAMPED "BAKER & LAWSON", SET FOR AN INTERIOR CORNER OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING A NORTHWEST CORNER OF SAID RESERVE "F";
THENCE NORTH 82°23'39" WEST, CONTINUING ALONG THE SOUTH LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE NORTH LINE OF SAID RESERVE "F", A DISTANCE OF 243.20 FEET TO THE POINT OF BEGINNING OF THE ABOVE REFERENCED TRACT OF LAND, CONTAINING 67.263 ACRE OF LAND, MORE OR LESS.



VICINITY MAP
SCALE 1"=2500'

NOTES:

- 1. THE PURPOSE OF THIS PLAT IS TO PLAT THE 67.244 ACRES INTO 2 LOTS AND 1 DETENTION RESERVE.
2. ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, (NAD83) SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS.
3. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP NO. 48039C0565K, REVISED DATE OF DECEMBER 30, 2020, THE SURVEYED PROPERTY LIES WITHIN ZONE "X", UNSHADED.
4. ALL PROPERTY SHALL DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
5. ALL DRAINAGE EASEMENTS AND DETENTION POND RESERVES SHOWN ON THIS PLAT, WILL BE MAINTAINED BY THE PROPERTY OWNERS AND/OR BUSINESS OWNERS; PROVIDED, HOWEVER, AND GOVERNMENTAL ENTITY HAVE JURISDICTION, INCLUDING, WITHOUT LIMITATION, BRAZORIA COUNTY, TEXAS AND BRAZORIA COUNTY DRAINAGE DISTRICT # 11, SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION TO ENTER UPON THE DRAINAGE EASEMENTS TO PERFORM MAINTENANCE OPERATIONS AT ANY TIME AFTER THE DATE HEREOF.
6. THE PROPERTY IDENTIFIED IN THE FOREGOING PLAT LIES WITH BRAZORIA COUNTY DRAINAGE DISTRICT #11.
7. SITE BENCHMARK: TEMPORARY BENCHMARK "A" 5/8-INCH CAPPED IRON ROD, STAMPED "BAKER & LAWSON" ±165' NORTH OF COUNTY ROAD 542 IN THE MEDIAN OF CALVE BROWN ROAD. ELEVATION 34.02 FEET (NGVD88) BASED ON GPS OBSERVATION.
8. ABOVE GROUND EVIDENCE OF PIPELINES ARE AS SHOWN. NO UNDERGROUND RESEARCH OR PROBING WAS CONDUCTED DURING FIELD SURVEYING.
9. A METES AND BOUNDS DESCRIPTION OF THE SURVEYED PROPERTY WAS PREPARED IN CONJUNCTION WITH AND ACCOMPANIES THIS SURVEY.

CITY PLANNING LETTER NOTES:

THE SURVEYOR HAS RELIED UPON THE CITY PLANNING LETTER ISSUED BY ABSTRACT SERVICES OF HOUSTON, G.F. NO. 7910-23-2659, DATED JUNE 13, 2023 WITH REGARD TO ANY EASEMENTS, RIGHTS-OF-WAY OR SETBACKS AFFECTING THE SUBJECT PROPERTY. NO ADDITIONAL RESEARCH REGARDING THE EXISTENCE OF EASEMENTS, RESTRICTIONS, OR OTHERS MATTERS OF RECORD HAVE BEEN PERFORMED BY THE SURVEYOR.

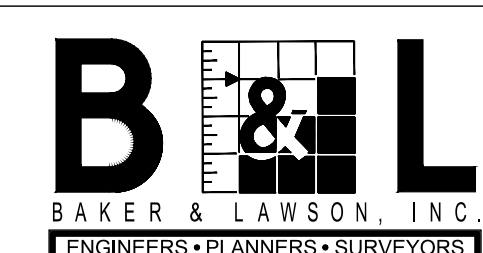
- PIPELINE EASEMENT VOL. 304, PG. 357 D.R.B.C.T. DOES NOT AFFECT SUBJECT TRACT
PIPELINE EASEMENT VOL. 375, PG. 19 D.R.B.C.T. BLANKET EASEMENT, NOT PLOTTABLE
PIPELINE EASEMENT VOL. 443, PG. 83 D.R.B.C.T. BLANKET EASEMENT, NOT PLOTTABLE
PIPELINE EASEMENT VOL. 449, PG. 234 D.R.B.C.T. XXXX
PIPELINE EASEMENT VOL. 460, PG. 229 D.R.B.C.T. TRACT 1 PLOTTED AND SHOWN, TRACT 2 NOT PLOTTABLE TRACT 3 DOES NOT AFFECT THE SUBJECT TRACT
PIPELINE EASEMENT VOL. 493, PG. 632 D.R.B.C.T. BLANKET EASEMENT, NOT PLOTTABLE
PIPELINE EASEMENT VOL. 854, PG. 671 D.R.B.C.T. BLANKET EASEMENT, NOT PLOTTABLE

I HEREBY CERTIFY THAT THIS PLAT REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND, UNDER MY SUPERVISION ON THE 5TH DAY OF MAY, 2023.

PRELIMINARY
NOT TO BE RECORDED
FOR ANY PURPOSE
DATE: 06/16/23

DARREL HEIDRICH
REGISTERED PROFESSIONAL LAND SURVEYOR
LAND SURVEYOR NO. 5378

PRELIMINARY PLAT
SWEENEY ECONOMIC DEVELOPMENT PARK
A 67.263 ACRES
3 LOTS 1 RESERVE SUBDIVISION
BEING THE REMAINDER OF A CALLED 77.74 ACRE TRACT AS RECORDED IN C.C.F.N. 2010001263 OF THE O.P.R.B.C.T.
LOCATED IN THE C. BREEN SURVEY ABSTRACT NO. 46 CITY OF SWEENEY, BRAZORIA COUNTY, TEXAS



4005 TECHNOLOGY DR., SUITE 1530
ANGLETON, TEXAS 77515
OFFICE: (979) 849-6681
TBPELS No. 10052500 REG. NO. F-825

PROJECT NO: 15541 SCALE: 1" = 150' DRAWN BY: AD
DRAWING NO: 15541_PLAT DATE: 6/16/2023 CHECKED BY: DH

Table with 2 columns: LINE TABLE and CURVE TABLE. LINE TABLE lists line numbers (L1-L20), lengths, and directions. CURVE TABLE lists curve numbers (C1-C5), lengths, radii, delta angles, chord bearings, and chord distances.

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

THIS THE 20th DAY OF MAY, 2023, BY THE CITY COUNCIL OF THE CITY OF SWEENEY, TEXAS.

DUSTY HOPKINS MAYOR
MARK MORGAN JR. POSITION NO.1
REESE C. COOK POSITION NO. 2
BRIAN BROOKS POSITION NO.3
JOHN RAMBO POSITION NO. 4
TIM PETTIGREW POSITION NO.3

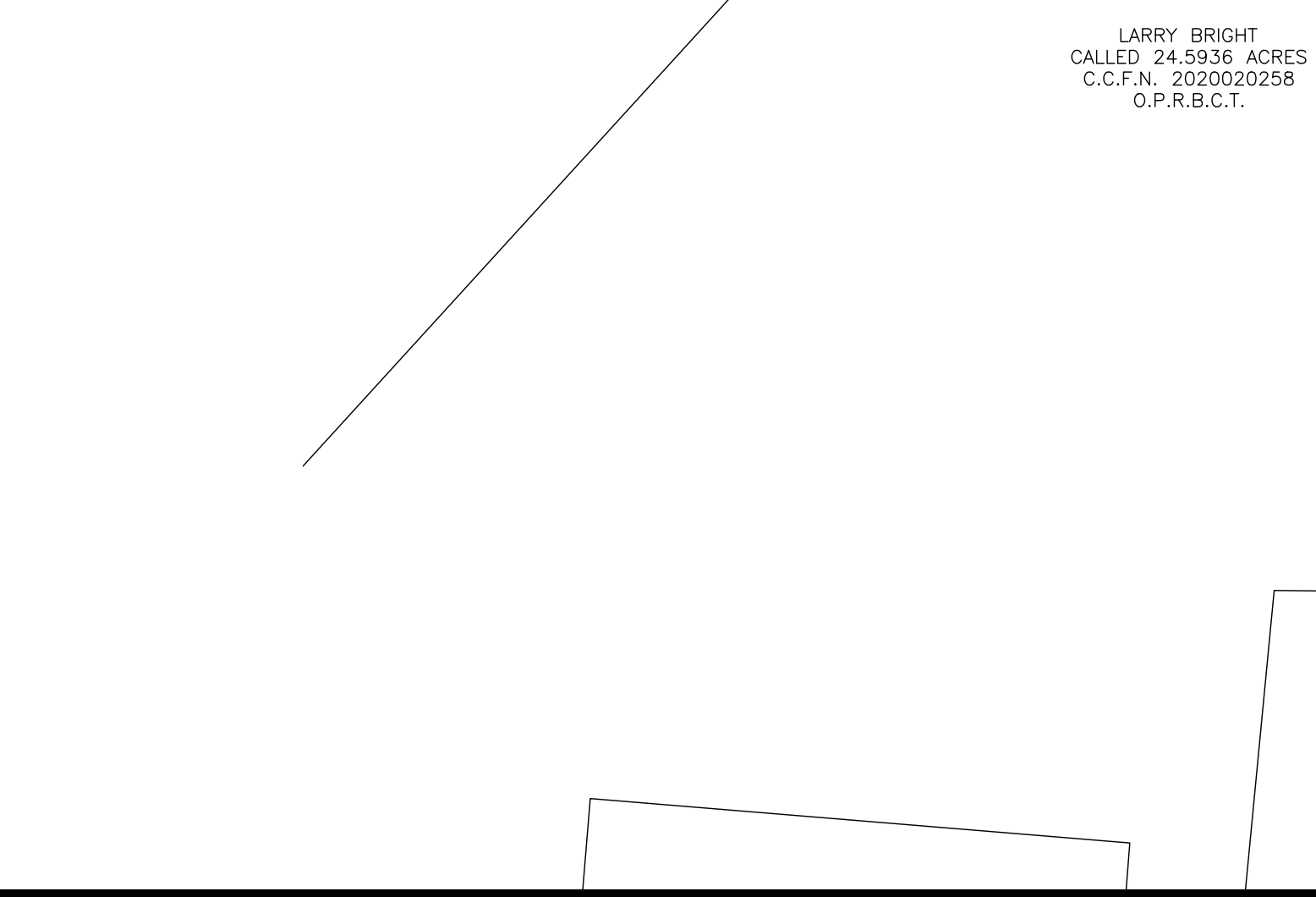
OWNER'S ACKNOWLEDGMENT:
I, SWEENEY ECONOMIC DEVELOPMENT CORPORATION, OWNER OF LAND SHOWN ON THIS PLAT, DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

STATE OF TEXAS
COUNTY OF BRAZORIA
BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED [NAME], KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACTING OWNER FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 16th DAY OF MAY, 2023.

NOTARY PUBLIC FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES: [DATE]

ADDRESS:
FM 524 SPUR 7
SWEENEY, TEXAS 77480
OWNER:
SWEENEY ECONOMIC DEVELOPMENT CORPORATION
111 W 3RD STREET
SWEENEY, TX 77480





AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Meeting Date	07/18/2023	Agenda Item	
Approved by City Manager		Presenter(s)	Nina Christie
Reviewed by City Attorney		Department	Sweeny EDC
Subject	To approve 2023/2024 Budget		
Attachments	Budget		
Financial Information	Expenditure Required:		
	Amount Budgeted:		
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

Last month EDC presented a budget and the council asked to clarify and make some changes.

Recommended Action

Motion to seek approval 2023/2024 budget.

Sweeny Economic Development Corporation

REVENUE

Fund Code	Func. Code	Acct Code	Description	Non-Discretionary (ND)	FY 2022 Adopted	FY 2022 Amended	FY22 ACTUAL	FY 2023 Adopted	FY 2023 Amended	FY23 ACTUAL	FY 2024 Proposed
		1000	SALES TAX INCOME								
		1001	Sales Tax Income	ND	\$ 215,000.00	\$ 215,000.00	\$ 251,839.77	\$ 240,000.00	\$ 240,000.00		\$ 189,428.64
		1100	Bank Interest								
		1101	Bank Interest	ND	\$ 300.00	\$ 300.00	\$ 939.69	\$ 300.00	\$ 300.00		\$ 20,000.00
		1200	Reserved Funds		\$ 75,000.00	\$ 75,000.00					
		1300	Move Funds from Money Market acct					\$ 303,000.00	\$ 303,000.00		
		1400	Loan						\$ 792,141.28		\$ 772,170.76
			TOTAL		\$ 290,300.00	\$ 290,300.00	\$ 252,779.46	\$ 543,300.00	\$ 1,335,441.28		\$ 981,599.40

EXPENDITURES

Fund Code	Func. Code	Acct Code	Description	Non-Discretionary (ND)	FY 2020 Adopted	FY 2022 Amended	FY22 ACTUAL	FY 2023 Adopted	FY 2023 Amended	FY23 ACTUAL	FY 2024 Proposed
		1000	OFFICE								
		1001	Phone/Internet	ND	\$ 2,200.00	\$ 2,200.00	\$ 1,709.20	\$ 2,200.00	\$ 2,200.00		\$ 2,200.00
		1002	Rent	ND	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00		\$ 12,000.00
		1003	Postage	ND	\$ 100.00	\$ 100.00	\$ 37.76	\$ 100.00	\$ 100.00		\$ 100.00
		1004	Office Supplies	ND	\$ 500.00	\$ 3,500.00	\$ 1,612.02	\$ 3,500.00	\$ 3,500.00		\$ 2,000.00
		1005	Electricity								
		1006	Water/Gas/Trash								
			TOTAL		\$ 3,700.00	\$ 6,700.00		\$ 6,700.00	\$ 6,700.00		\$ 16,300.00
		1100	EMPLOYEE								
		1101	Salary including medical benefits		\$ 40,000.00	\$ 40,000.00	\$ 35,677.18	\$ 39,883.10	\$ 39,883.10		\$ 40,236.28
			BENEFITS - AFFORDABLE CARE ACT				\$ 4,322.82	\$ 3,116.90	\$ 3,116.90		\$ 4,053.72
		1102	Payroll Liabilities								\$ 6,500.00
		1103	J and K CPA, LLC								\$ 900.00
		1104	Payroll services and QuickBooks			\$ 1,500.00		\$ 1,500.00	\$ 1,500.00		
		1105	QuickBooks Payroll and monthly employee fee								\$ 900.00
			TOTAL		\$ 40,000.00	\$ 41,500.00	\$ 44,258.98	\$ 44,500.00	\$ 44,500.00		\$ 52,590.00
		1200	LEGAL SERVICES								
		1201	Attorney Fees		\$ 5,000.00	\$ 5,000.00	\$ 1,841.54	\$ 5,000.00	\$ 5,000.00		\$ 10,000.00
			TOTAL		\$ 5,000.00	\$ 5,000.00	\$ 1,841.54	\$ 5,000.00	\$ 5,000.00		\$ 10,000.00
		1300	ADVERTISING								
		1301	Public Hearing Notice		\$ 500.00	\$ 1,000.00	\$ 457.50	\$ 1,000.00	\$ 1,000.00		\$ 500.00
		1302	Sweeny EDC Ads		\$ 500.00	\$ 1,600.00	\$ 617.00	\$ 1,600.00	\$ 1,600.00		\$ 500.00
		1303	EDC Publication		\$ 10,000.00	\$ 10,000.00	\$ 4,940.00	\$ 10,000.00	\$ 10,000.00		\$ 10,000.00
			TOTAL		\$ 11,000.00	\$ 12,600.00	\$ 6,014.50	\$ 12,600.00	\$ 12,600.00		\$ 11,000.00

Fund Code	Func. Code	Acct Code	Description	Non-Discretionary (ND)	FY 2020 Adopted	FY 2022 Amended	FY22 ACTUAL	FY 2023 Adopted	FY 2023 Amended	FY23 ACTUAL	FY 2024 Proposed
		1400	TRAINING/EDUCATION/CONFERENCES								
		1401	Sales Tax Training		\$ 600.00	\$ 600.00		\$ 600.00	\$ 600.00		\$ 600.00
		1402	ARCIT Conference		\$ 2,000.00	\$ 2,000.00		\$ 2,000.00	\$ 2,000.00		\$ 2,000.00
		1403	TEDC Conference		\$ 2,000.00	\$ 2,000.00		\$ 2,000.00	\$ 2,000.00		
		1404	Executive Director Training				\$ 1,314.00				\$ 2,000.00
		1405	Alliance Meetings		\$ 400.00	\$ 400.00	\$ 997.63	\$ 400.00	\$ 400.00		\$ 400.00
		1406	Mileage Reimbursement				\$ 577.69				\$ 500.00
			TOTAL		\$ 5,000.00	\$ 5,000.00	\$ 2,889.32	\$ 5,000.00	\$ 5,000.00		\$ 5,500.00
		1500	MEMBERSHIPS								
		1501	Sweeny Chamber		\$ 75.00	\$ 75.00		\$ 75.00	\$ 75.00		\$ 75.00
		1502	Association of Rural Communities in Texas		\$ 395.00	\$ 395.00	\$ 395.00	\$ 395.00	\$ 395.00		\$ 395.00
		1503	The Economic Development Alliance of Brazoria County		\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00		\$ 300.00
		1504	Texas Economic Development Council		\$ 525.00	\$ 525.00	\$ 525.00	\$ 525.00	\$ 525.00		\$ 525.00
			TOTAL		\$ 6,995.00	\$ 6,995.00	\$ 6,920.00	\$ 6,995.00	\$ 6,995.00		\$ 1,295.00
		1600	LOAN								
		1601	Principal		\$ 51,175.79	\$ 51,175.79		\$ 14,000.00	\$ 29,031.90		\$ 44,529.60
		1602	Interest		\$ 1,514.62	\$ 1,514.62		\$ 85.00	\$ 5,023.62		\$ 15,382.96
			TOTAL		\$ 52,690.41	\$ 52,690.41		\$ 14,085.00	\$ 34,055.52		\$ 59,912.56
		1700	INDUSTRIAL PARK								
		1701	Mowing		\$ 15,000.00	\$ 15,000.00	\$ 10,500.00	\$ 15,000.00	\$ 15,000.00		\$ 5,000.00
			TOTAL		\$ 15,000.00	\$ 15,000.00	\$ 10,500.00	\$ 15,000.00	\$ 15,000.00		\$ 5,000.00
		1800	PROJECTS								
		1801	Business Improvement Grant								
		1802	Industrial Park			\$ 86,314.59	\$ 19,875.00				\$ 667,851.84
		1803	Block Grant		\$ 50,000.00	\$ 50,000.00	\$ 48,210.62	\$ 374,920.00	\$ 1,147,090.76		\$ 50,000.00
		1804	Emergency Disaster Loans					\$ 50,000.00	\$ 28,000.00		
		1805	Performance Agreement - Grant								\$ 60,000.00
		1806	Quality of Life Projects								\$ 22,150.00

Fund Code	Func. Code	Acct Code	Description	Non-Discretionary (ND)	FY 2020 Adopted	FY 2022 Amended	FY22 ACTUAL	FY 2023 Adopted	FY 2023 Amended	FY23 ACTUAL	FY 2024 Proposed
		1807	Project - Other		\$ 79,414.59				\$ 22,000.00		\$ -
			TOTAL		\$ 129,414.59	\$ 136,314.59	\$ 68,085.62	\$ 424,920.00	\$ 1,197,090.76		\$ 800,001.84
		1900	Promotions								
		1901	Fireworks - Pride Day and 4th of July		\$ 8,500.00	\$ 8,500.00	\$ 12,000.00	\$ 8,500.00	\$ 8,500.00		\$ 20,000.00
		1902	Sweeny EDC Website		\$ 13,000.00	\$ -					
			TOTAL		\$ 21,500.00	\$ 8,500.00	\$ 12,000.00	\$ 8,500.00	\$ 8,500.00		\$ 20,000.00
<u>TOTAL REVENUE</u>					<u>\$ 290,300.00</u>	<u>\$ 290,300.00</u>		<u>\$ 543,300.00</u>	<u>\$ 1,335,441.28</u>		<u>\$ 981,599.40</u>
<u>TOTAL EXPENDITURES</u>					<u>\$ 290,300.00</u>	<u>\$ 290,300.00</u>		<u>\$ 543,300.00</u>	<u>\$ 1,335,441.28</u>		<u>\$ 981,599.40</u>
<u>FUND BALANCE</u>											
<u>FUND BALANCE REQUIRED FOR OPERATIONS</u>											



CITY OF SWEENY

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

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

Personal Information:

Name: Councilman Tim Pettigrew

Mailing Address: 508 E. 2ND ST, SWEENY, TX 77480

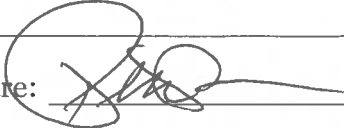
Physical Address: 508 E. 2ND ST. SWEENY, TX 77480

Email(s): tpettigrew@windstream.net

Phone(s): 281-854-8167

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

ABANDON HOUSE - A LONG TIME - YARD TERRIBLE
 SHAPE - ANOTHER TEAR DOWN - NEEDS MOWING -
 FOLLOW UP ON CODE ENFORCEMENT -

Signature:  Date: 7/11/2023

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

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

§ 150.30 ESTABLISHMENT OF REGULATIONS.

The City Council hereby establishes the requirements contained herein for the regulation of unsafe buildings located in the city.

(Ord. 103-95, passed 10-25-94)

§ 150.31 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

RESPONSIBLE PARTY. The owner, occupant or person in custody of the building or structure.

UNSAFE BUILDING.

(1) Any building or structure in or about which any or all of the following conditions exist:

(a) Walls or other vertical structural members list, lean or buckle;

(b) Damage or deterioration exists to the extent that the building is unsafe;

(c) Loads of floors or roofs are improperly distributed or the floors or roofs are of insufficient strength to be reasonably safe for the purposes used;

(d) Damage by fire, wind or other cause has rendered the building or structure dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city;

(e) The building or structure is so dilapidated, substandard, decayed, unsafe, unsanitary or otherwise lacking in the amenities essential to decent living that the same is unfit for human habitation or is likely to cause sickness, disease or injury or otherwise to constitute a detriment to the health, morals, safety or general welfare of those persons assembled, working or living therein or is a hazard to the public health, safety and welfare;

(f) Light, air and sanitation facilities are inadequate to protect the health, morals, safety or general welfare of persons who assemble, work or live therein;

(g) Stairways, fire escapes and other facilities of egress incase of fire or panic are inadequate;

(h) Parts or appendages of the building or structure are so attached that they are likely to fall and injure persons or property; and/or

(i) A condition exists in violation of the standards set forth in this subsection (1) which condition renders the building or structure unsafe, unsanitary or otherwise detrimental to the health, safety, morals or welfare of the people of the city.

(2) A responsible party may continue to use and occupy any building located within the city, regardless of the date the building was constructed if the building meets the applicable minimum standards for buildings prescribed in this subchapter.

(Ord. 103-95, passed 10-25-94)

§ 150.32 DECLARATION OF NUISANCE; ENFORCEMENT.

(A) It shall be unlawful for any person to maintain or permit the existence of any unsafe building in the city and it shall be unlawful for any person to permit sere to remain in the condition.

(B) All unsafe buildings are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal in accordance with the procedures provided in this subchapter.

(C) The Building Official shall enforce the provisions of this subchapter.

(Ord. 103-95, passed 10-25-94) Penalty, see § 10.99

§ 150.33 INSPECTION OF BUILDINGS.

The Building Official shall inspect, or cause to be inspected, every building, or portion thereof, reported to be unsafe. If the building, or any portion thereof, is determined to be unsafe, the Building Official shall give the responsible party notice in accordance with the requirements set forth in this subchapter.

(Ord. 103-95, passed 10-25-94)

§ 150.34 NOTICE TO REPAIR.

(A) Whenever the Building Official determines that a building is unsafe, he or she shall give notice of the determination to the responsible party.

(B) The notice shall:

- (1) Be in writing;
- (2) Identify the specific conditions upon which the determination was based;
- (3) Specify the corrective measures required;
- (4) Provide a reasonable time for compliance;

(5) Advise the responsible party that there will be conducted a public hearing before the City Council to determine whether a building complies with the standards set out in this subchapter; and (The notice shall inform the responsible party of the date, time and place of the hearing.)

- (6) The notice be served upon the responsible party as set out in this subchapter.

(Ord. 103-95, passed 10-25-94)

§ 150.35 SUFFICIENCY OF NOTICE.

Notice given pursuant to this subchapter shall be deemed properly served upon the responsible party if a copy thereof is:

- (A) Served upon him or her personally;
- (B) Sent by registered or certified mail, return receipt requested, to the last known address of the person, as shown on the records of the city; or
- (C) Posted in a conspicuous place in or about the building affected by the notice.

(Ord. 103-95, passed 10-25-94)

§ 150.36 PUBLIC HEARING.

(A) The purpose of the public hearing is to determine whether or not the building is unsafe in accordance with the standards set forth in this subchapter.

(B) The matter shall be set for hearing before the City Council at the earliest practicable date and notice of the hearing shall be served on the responsible party and the Building Official not less than ten days prior to date of the hearing. All interested persons shall have the opportunity to be heard and may introduce evidence to the City Council for its members' consideration.

- (C) After the public hearing, the City Council shall make findings and orders as it shall deem appropriate.

(D) After the public hearing, if a building is found in violation of standards set out in this subchapter, the City Council may order that the building be vacated, secured, repaired, removed or demolished by the owner within a reasonable time. The City Council also may order that the occupants be relocated within a reasonable time. If the responsible party does not take the ordered action within the allotted time, the City Council shall make a diligent effort to discover each mortgagee and penholder having an interest in the building or in the property on which the building is located. The City Secretary shall send to each identified mortgagee and lienholder a notice containing:

- (1) An identification and address of the building and the property on which it is located;
- (2) A description of the violation of this code of ordinances that is present at the building; and
- (3) A statement that the municipality will vacate, secure, remove or demolish the building or relocated the occupants of the building if the ordered action is not taken within a reasonable time.

(E) As an alternative to the procedure prescribed by division (D) above, the City Council shall make a diligent effort to discover each mortgagee and lienholder before conducting the public hearing and shall give them a notice of and an opportunity to comment at the hearing. If the city proceeds under this division, the order issued by the City Council shall specify a reasonable time for the building to be vacated, secured, repaired, removed or demolished by the responsible party or for the occupants to be relocated by the responsible party and an additional reasonable time for the ordered action to be taken by any of the mortgagees or lienholders in the event the responsible party fails to comply with the order within the time provided for action by the responsible party. Under this division, the city is not required to furnish any notice to a mortgagee or lienholder other than a copy of the order in the event the responsible party fails to timely take the ordered action.

(F) If the building is not vacated, secured, repaired, removed or demolished or the occupants are not relocated within the allotted time, the city may vacate, secure, remove or demolish the building or relocate the occupants at its own expense.

(G) If the city incurs expenses under division (F) above, the city may assess the expenses on and the city has a lien against unless it is a homestead as protected by the State Constitution, the property on which the building was or is located. The lien is extinguished if the property owner or another person having an interest in the legal title to the property reimburses the city for the expenses. The lien arises and attaches to the property at the time the notice of the lien is recorded and indexed in the office of the County Clerk. The notice must contain the name and address of the owner if that information can be determined with a reasonable effort, a legal description of the real property on which the building was located, the amount of expenses incurred by the city and the balance due.

- (H) If the notice is given and the opportunity to repair, remove or demolish the building is afforded to each mortgagee

and lienholder as authorized by divisions (D) or (E) above, the lien is a privileged lien subordinate only to tax liens and previously recorded bona fide mortgage liens attached to the real property to which the city's lien attaches.

Item 12.

(Ord. 103-95, passed 10-25-94)

§ 150.37 ASSESSMENT OF EXPENSES AND PENALTIES.

(A) If the City Council has held a hearing pursuant to §150.36(B) and the time allotted for the repair, removal or demolition of a building under § 150.36(D) or (E) has expired, then the City Council may, in addition to the authority granted under Tex. Loc. Gov't Code § 214.001 and this code's § 150.36:

(1) Order the repair of the building at the city's expense and assess the expenses on the land on which the building stands or to which it is attached or assess a civil penalty against the responsible party for failure to repair, remove or demolish the building; and

(2) The city's Building Official shall invite at least two or more building contractors to make estimates pertaining to the needed repair, removal or demolition of a building. The Building Official shall cause to be made an assessment of expenses or civil penalty based on the estimates. The Building Official shall endeavor to minimize the expenses of any building repairs, removal or demolitions order pursuant to this subchapter.

(B) The city may repair a building under division (A) above only to the extent necessary to bring the building into compliance with the minimum standards of the city and only if the building is a residential building with ten or fewer dwelling units. The repairs may not improve the building to the extent that the building exceeds minimum standards prescribed by the city.

(C) The city shall impose a lien against the land on which the building stands or stood unless it is a homestead as protected by the State Constitution, to secure the payment of the repair, removal or demolition expenses or the civil penalty. Promptly after the imposition of the lien, the city shall file for record, in recordable form in the office of the County Clerk, a written notice of the imposition of the lien. The notice shall contain a legal description of the land.

(D) Except as provided by § 150.36 above, the city's lien to secure the payment of a civil penalty or the costs of repairs, removal or demolition is inferior to any previously recorded bona fide mortgage lien attached to the real property to which the city's lien attaches if the mortgage lien was filed for record in the office of the County Clerk before the date the civil penalty is assessed or the repair, removal or demolition is begun by the city. The city's lien is superior to all other previously recorded judgement liens.

(E) Any civil penalty or other assessment imposed under this section accrues interest at the rate of 10% a year from the date of the assessment until paid in full.

(F) In any judicial proceeding regarding enforcement of municipalities under this section, the prevailing party is entitled to recover reasonable attorney's fees from the non-prevailing party.

(G) A lien acquired under this section by the city for repair expenses may not be foreclosed if the property on which the repairs were made is occupied as a residential homestead by a person 65 years of age or older.

(Ord. 103-95, passed 10-25-94)

§ 150.38 POSTING WARNINGS.

(A) In the event the City Council makes a determination after the public hearing that the building is deemed to be an unsafe building, the Building Official shall cause to be posted at each entrance to the building a notice to read as follows:

DANGEROUS DO NOT ENTER, UNSAFE TO OCCUPY

Building Official of the City of Sweeny

(B) The notice shall remain posted until required repairs, demolition or removal is completed and the premises have been rendered safe. The notice shall not be removed without written permission of the Building Official and no person shall enter the building except for making inspections or required repairs or to demolish the building.

(Ord. 103-95, passed 10-25-94) Penalty, see § 10.99

§ 92.03 UNSIGHTLY AND OBJECTIONABLE MATTER.

(A) It shall be unlawful for any person, firm or corporation owning real property within the city limits to permit weeds, rubbish, brush or other objectionable, unsightly or objectionable matter of whatever nature to grow, be placed upon, remain upon the person's, firm's or corporation's real property situated within the city limits.

(B) If the owner of property in the municipality does not comply with §92.03(A) within seven days of notice of a violation, the City of Sweeny may:

- (1) Do the work or make the improvements required; and
- (2) Pay for the work done or improvements made and charge the expenses to the owner of the property.

(C) The notice must be given:

- (1) Personally to the owner in writing;
- (2) By letter addressed to the owner at the owner's address as recorded in the appraisal district records of the appraisal district in which the property is located; or
- (3) If personal service cannot be obtained:
 - (a) By publication at least once;
 - (b) By posting the notice on or near the front door of each building on the property to which the violation relates; or
 - (c) By posting the notice on a placard attached to a stake driven into the ground on the property to which the violation relates.

(D) If the city mails a notice to a property owner in accordance with division (C) and the United States Postal Service returns the notice as "refused" or "unclaimed," the validity of the notice is not affected, and the notice is considered as delivered.

(E) In a notice provided under this section, the city may inform the owner by regular mail and a posting on the property, or by personally delivering the notice, that if the owner commits another violation of the same kind or nature that poses a danger to the public health and safety on or before the first anniversary of the date of the notice, the city, without further notice, may correct the violation at the owner's expense and assess the expense against the property. If a violation covered by a notice under this section occurs within the one-year period, and the city has not been informed in writing by the owner of a change in ownership, the city may take any action permitted by § 92.03 and assess its expense as provided by this section.

(F) The city may assess expenses incurred under §92.03(B) against the real estate on which the work is done or improvements made, in the following manner:

- (1) To obtain a lien against the property, the City Manager or his or her designated official must file a statement of expenses with the County Clerk of Brazoria County, Texas. The lien statement must state the name of the owner, if known, and the legal description of the property. The lien attaches upon the filing of the lien statement with the County Clerk.
- (2) The lien obtained by the city is security for the expenditures made and interest accrues at the rate of 10% on the amount due from the date of payment by the city.
- (3) The lien is inferior only to tax liens and liens for street improvements.
- (4) The city may bring suit for foreclosure in the name of the city to recover the expenditures and interest due. The statement of expenses or a certified copy of the statement is prima facie proof of the expenses incurred by the city in doing the work of making the improvements.
- (5) The city may foreclose a lien on property under this section in a proceeding relating to the property brought under Texas Tax Code, Chapter 33.

(G) The city may abate, without notice, weeds that have grown higher than 48 inches and are an immediate danger to the health, life or safety of any person. Not later than the tenth day after the date the city abates weeds under this section, the city shall give notice to the property owner in the manner required by § 92.03(C). The notice shall contain:

- (1) An identification, which is not required to be a legal description, of the property;
- (2) A description of the violations of this section that occurred on the property;
- (3) A statement that the city abated the weeds; and
- (4) Notice of the property owner's right to request an administrative hearing about the city's abatement of the weeds. The city shall conduct an administrative hearing on the abatement of weeds under this section if, not later than the thirtieth day after the date the abatement of the weeds, the property owner files with the city a written request for a hearing. An administrative hearing conducted under this section shall be conducted not later than the twentieth day after the date a request for a hearing is filed. The owner may testify or present any witnesses or written information relating to the city's abatement of the weeds. The city may assess expenses and create liens under this section as provided in § 92.03(F).

§ 92.04 DITCHES.

(A) (1) It shall be unlawful for any person, firm or corporation owning property within the city or any tenant of the owner of the property which abuts a drainage or street ditch to permit trash, rubbish, debris, tree limbs, scrap material or any kind of rubble to remain in the drainage ditch or street ditch in front of their property or to in any manner obstruct or cause to be obstructed the natural flow of run-off waters in the city.

(2) It shall further be unlawful for any person, firm or corporation to place trash, rubbish, debris, tree limbs, scrap material or any kind of rubble in the drainage ditches, including, but not limited to ditches along and beside streets in the city limits.

(B) It shall further be unlawful for any person, firm or corporation to knowingly and intentionally obstruct or cause to be obstructed the drainage ditches and/or drainage structures in the city.

(C) It shall be unlawful for any person, firm or corporation to utilize the trash dumpster or trash receptacle of any other person, firm or corporation without the consent of the person, firm or corporation either owning or having the right to control the trash dumpster or trash receptacle.

(D) Any person, firm or corporation who shall violate the provisions of this section shall be presumed to have knowingly and intentionally violated the provisions of the section.

(Ord. 105-93, passed 5-19-92) Penalty, see § 10.99

§ 92.05 MAINTENANCE OF PUBLIC PROPERTY ADJACENT TO OWNER'S PROPERTY.

(A) (1) The owner or person in legal possession of property that is adjacent to a public roadway or a public easement shall be responsible to keep the weeds or grass on said property trimmed to a height of 12 inches, and shall also be responsible to keep the weeds or grass trimmed to a height of 12 inches on any adjacent public roadway or easement within said roadway or easement up to the edge of the roadway, including any area within a bar ditch or parkway. A **BAR DITCH** or **PARKWAY** is described as the area between the edge of the roadway and the property owner's property line or fence, if any, or the side of the bar ditch furthest from the traveled roadway and the area between a public sidewalk and public street. The duty on the owner or possessor of property to keep the grass trimmed as described herein shall apply to any portion of the owner's or possessor's property:

- (a) That is within 150 feet of any building or structure;
- (b) That is within 150 feet of any adjacent developed property;
- (c) That is within 150 feet of a public roadway or sidewalk.

(2) It is a defense to prosecution under this section that the vegetation is an agricultural crop, cultivated shrub, flowers or other decorative ornamental plant under cultivation, or wildflowers, but only until the time as seeds have matured following the final blooming of the majority of the plants.

(B) In addition to any legally authorized officer within the city, the city Code Enforcement Officer and/or Building Official shall be authorized to issue citations pursuant to this section, and pursuant to any building, construction and related codes adopted by the city.

(Ord. 104-19, passed 11-19-19) Penalty, see § 92.99

§ 92.99 PENALTY.

(A) In absence of a penalty being prescribed by the Clean Air Act aforesaid or by the regulations of the State Natural Resources Conservation Commission for violations of the rules and regulations and the Act, any person, firm or corporation who shall knowingly and intentionally violate § 92.01 shall be deemed guilty of a misdemeanor and shall be fined in any sum not less than \$1, nor more than \$2,000. Each day a violation shall continue shall constitute a separate offense.

(B) Any person, firm or corporation violating any of the provisions of §§92.03 and 92.05 of the Code of Ordinances of the City of Sweeny, shall be guilty of a misdemeanor and upon conviction thereof in a court of competent jurisdiction shall be subject to a fine of not less than \$100 and not more than \$500 for each violation.

(Ord. 107-92, passed 7-21-92; Am. Ord. 101-10, passed 11-17-09; Am. Ord. 106-18, passed 9-4-18)



CITY OF SWEENY

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

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

Personal Information:

Name: REESE COOK

Mailing Address: 802 AVENUE B, SWEENY, TX 77480

Physical Address: 802 AVENUE B, SWEENY, TX 77480

Email(s): rcook@sweenytx.gov

Phone(s): 832-350-0410

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

Discussion and possible action on Inframark; current invoice, current and future contract, exit strategy and timeline.

Discussion and possible action on Council meetings being regularly scheduled to two times per month.

Signature: Signature authorized by email Date: 7/13/2023, 9:11AM

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.

PROFESSIONAL SERVICES AGREEMENT

This **Professional Services Agreement** (the “Agreement”) is made this **17th day of May 2023**, between:

- 1) **THE CITY OF SWEENY**, a Texas municipal corporation with its principal place of business at 102 W. Ashley Wilson Road, Sweeny, Texas 77480 (hereinafter the “Client”); and
- 2) **INFRAMARK, LLC**, a Texas limited liability company with its principal place of business at 2002 West Grand Parkway North, Suite 100, Katy, TX, 77449 (hereinafter the “Operator”).

BACKGROUND

The Client desires to procure basic operation services required for the Client’s wastewater and water treatment facilities as defined in the Client’s state and federal permits and as set forth in Schedule 1 attached to this Agreement (“Facilities”) and the Operator desires to provide said operations services to the Client.

In consideration of the mutual promises in this Agreement, the parties agree as follows:

1) **TERM**

This Agreement shall commence on **May 17, 2023** (“Commencement Date”) and shall remain in full force and effect until terminated earlier by either party under Section 5 below.

2) **OPERATOR’S SERVICES**

- 2.1. Operator, in regard to the Facilities, shall provide the services as set forth in Schedule 2 attached to this Agreement (the “Services”).
- 2.2. Operator may perform additional services beyond the Services specified in Schedule 2 with mutual consent of both parties in accordance with the Rate Schedule as set forth in Schedule 3, unless otherwise agreed by the parties.
- 2.3. Except in the case of an Emergency Event, Operator shall obtain the prior written approval of the Client for any single expense which is estimated to cost more than Fifteen Thousand dollars (\$15,000.00). When the Operator determines that an Emergency Event exists, it may begin immediately taking any necessary action related thereto, without the Client’s prior approval. Any costs incurred by Operator during an Emergency Event shall be billed to and reimbursed by Client in accordance with the Rate Schedule as set forth in Schedule 3. If Operator demobilizes its staff from previously scheduled work in order respond to an Emergency Event, any costs incurred by Operator during an Emergency Event shall be billed to and reimbursed by Client in accordance with the Rate Schedule as set forth in Schedule 3 plus twenty percent (20%).
- 2.4. Operator may recommend Capital Improvements, operational changes to the Client as are necessary or recommended to perform the Services in compliance with the terms of this Agreement and Applicable Law, or maintenance and repair expenses for the Facilities. In the event the Client does not approve and make a Capital Improvement or operational change recommended by Operator and/or if Client does not approve a maintenance and repair expense exceeding \$15,000.00 pursuant to Section 2.3, Operator will not be liable for any loss, damage or liability arising from or related to the Client’s rejection of or refusal to implement the recommended Capital Improvement or operational changes, including, but not limited to, any loss, damage, or liability for (a) failure of the Facilities, (b) failure to comply with Applicable Law, (c) failure to meet the requirements of this Agreement or (d) claims for indemnification.

2.5. Operator shall:

- 2.5.1. Perform the Services in accordance with the provisions of this Agreement, Applicable Law, and all permits, licenses, and specifications applicable to the operation of the Facilities to the extent reasonably possible based on the condition of the Facilities on the Commencement Date; exercising the degree of skill and care ordinarily exercised by members of Operator's profession in the geographic region of the Facilities.
 - 2.5.2. Use qualified (and where required, certified) personnel to operate the Facilities and all its equipment and processes in accordance with relevant operation manuals for the Facilities (if available and provided to Operator), Applicable Law, and the Client's Permits and Discharge Permits;
- 2.6. Operator may subcontract such services hereunder as may, in Operator's sole opinion, be desirable.
- 2.7. If agreed upon by the parties, Operator will pay all costs identified in Section 3.1.2 of this Agreement on behalf of Client. Client shall reimburse Operator for such costs in accordance with the rates set forth herein and the Rate Schedule set forth in Schedule 3.

3) CLIENT OBLIGATIONS

3.1. Client shall:

- 3.1.1. Obtain and maintain all state, federal, and local permits and licenses required for ownership, operation, and maintenance of the Facilities, including without limitation, the Client's Permits and Discharge Permits;
- 3.1.2. Directly pay for: i) all costs related to delivery to and consumption of utilities to the Facility, including electricity, water, gas and telephone usage at the Facilities; ii) all property, value-related, franchise, sales, use, excise, gross receipts, transaction privilege or other taxes associated with the Services and the ownership, operation and maintenance of the Facilities, other than taxes imposed on Operator's net income or payroll; iii) expenses incurred from the treatment of Non-Processible Water, including without limitation, any penalties and fines that may be assessed as a result; iv) expenses resulting from influent or pollutant loads exceeding the requirements of the Permits as set forth in Schedule 4 or the design capabilities of the Facilities; v) expenses resulting from hydraulic or organic loads exceeding the requirements of the Permits as set forth in Schedule 4 or the design capabilities of the Facilities; vi) all costs attributable to the transportation and disposal of grit, screenings, water treatment residuals, and wastewater sludge and biosolids generated by or through the operation of the Facilities; vii) all Capital Improvements; viii) all costs for grass cutting and other landscaping; ix) the costs of safety equipment required at the Facilities, including, but not limited to, oxygen masks and supplies for the disinfection process; and x) all other costs not specifically assumed by Operator hereunder;
- 3.1.3. Comply with Applicable Law relating to the management, ownership, operation, maintenance, repair, and replacement of the Facilities (to the extent that the responsibility of complying with those laws is not specifically assumed by the Operator under this Agreement). The Operator shall not be responsible for Client's failure to comply with any provision of Applicable Law that is not otherwise specifically assumed by the Operator hereunder;

- 3.1.4. During visits to the Facilities, comply with, and shall require its agents or invitees to comply with, all reasonable safety rules and regulations adopted by the Operator;
 - 3.1.5. Provide a complete set of “as-built” drawings of the Facilities and a copy of the Client’s current adopted rate order, which shall include, but not be limited to, water and wastewater tap standards, rate schedules and any other information necessary for the administration of the Facilities;
 - 3.1.6. Provide any information, data, procedures, charts, spreadsheets, logs, instruments, documents, plans, designs, specifications, operating manuals and specifications, customer data, regulatory filings, permits, authorizations, licenses, operation and maintenance records, or other records requested by Operator in to perform the Services;
 - 3.1.7. Be responsible for all maintenance, including but not limited to corrective maintenance and routine preventative maintenance, and repairs for the Facilities;
 - 3.1.8. Grant the Operator, free of charge, a license to use the Facilities, including all equipment, structures, vehicles, and facilities under Client’s ownership and which have been assigned by Client to the Facilities; and
 - 3.1.9. Perform all duties and discharge all responsibilities and obligations relating to the Facilities not expressly assumed by the Operator in Schedule 2 of this Agreement.
- 3.2. Unless otherwise agreed to by the parties, Client shall be responsible for all maintenance and repairs for the Facilities. In the event the Client does not perform any maintenance or repairs recommended by Operator for the Facilities, Operator will not be liable for any loss, damage or liability arising from or related to the Client’s failure to perform such maintenance or repairs, including any loss, damage, or liability for (a) failure of the Facilities, (b) failure to comply with Applicable Law, or (c) failure to meet the requirements of this Agreement.

4) FEES AND PAYMENT

- 4.1. For the period beginning on the Commencement Date, Client shall pay Operator for the Services performed in accordance with the Rate Schedule set forth in Schedule 3.
- 4.2. Client shall pay such invoices within thirty (30) days of the date of invoice.
- 4.3. Client shall notify Operator of any dispute with an invoice within ten (10) days from receipt of said invoice in writing. In the event that Client has a dispute with any charges, all undisputed charges on said invoice(s) will be due in accordance with the above times and the Parties shall negotiate in good faith to resolve any such dispute in a timely manner.
- 4.4. Any and all late payments due to either party from the other party shall accrue interest at a rate of one and one-half percent (1½ %) per month from the original due date and until payment is received, unless waived by written agreement.

5) TERMINATION

- 5.1. Either party may terminate this Agreement with or without cause upon five (5) days’ written notice to the other party.
- 5.2. Either party may terminate this Agreement by immediate written notice if the other has failed to comply with a material term, provided that the non-defaulting party has first given the

defaulting party written notice to cure their default within thirty (30) days, or ten (10) days for failure of Client to pay an undisputed invoice when due (such applicable period, "Cure Period") and the defaulting party has not done so. If a default cannot be cured within the Cure Period days, the parties may agree to an extension of the time to cure provided the defaulting party provides reasonable evidence within the Cure Period that it has identified a means to cure and is pursuing it diligently. Should Client pay an unpaid, undisputed invoice within the Cure Period, the termination notice under this provision will be deemed automatically withdrawn.

- 5.3. In the event of the termination of this Agreement by Client under Sections 5.1 or 5.2 above, Client shall pay Operator for the Services provided and invoiced by Operator up to the effective date of termination, and the effectiveness of such termination by Client will be conditioned upon receipt by Operator of such payment. If Client incurs costs for damages due to a default of the Operator that results in termination of this Agreement, Client may deduct such costs or damages from the final payment due to Operator under this Section 5.2. Such deduction will not exceed the final payment owed to Operator and will constitute a full and final settlement between Client and Operator for any and all claims against Operator by Client and a release by Client of any and all further claims against Operator.

6) FINES, INDEMNIFICATION AND LIMITATION

- 6.1. Client shall be responsible for settlement of payment of all fines or penalties that may be imposed on either Client or Operator due to water or wastewater treatment violations or any other regulatory or administrative violations related to the Facilities. Prior to settlement or payment of any such fines or penalties, Operator reserves the right to contest any actions, suits, or proceedings for violations through administrative procedures or otherwise. Operator shall provide Client with prompt notice of any such violations.
- 6.2. If the Facilities loading exceed its design parameters or if influent contains: i) Abnormal or Biologically Toxic Materials, Non-Processible Water, or other substances which cannot be removed or treated by the Facilities in the condition the Facilities are in or cannot be treated by design parameters as of the Commencement Date; or ii) discharges which violate applicable sewage ordinances, the Operator will use its best reasonable efforts to maximize performance of the Facilities but shall not be responsible for associated effluent characteristics or damages, fines penalties, damages, or other liabilities which result. Operator shall provide Client with prompt notice of such conditions identified in this Section 6.2.
- 6.3. THE CLIENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OPERATOR AND ITS RESPECTIVE SUCCESSORS AND ASSIGNS (EACH IS REFERRED TO HEREIN AS AN "INDEMNIFIED PARTY") AGAINST ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, COSTS, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OR RESULTING FROM OR RELATED TO OPERATOR'S PERFORMANCE OF THE SERVICES HEREUNDER, BREACH OF THIS AGREEMENT BY THE CLIENT, AND ANY CLAIM ASSERTED BY A THIRD PARTY AGAINST THE OPERATOR RELATED TO THE SERVICE PERFORMED BY OPERATOR UNDER THIS AGREEMENT OR OTHERWISE RELATED TO THIS AGREEMENT.
- 6.4. Operator shall not be liable for any damages, fines, penalties, or other liabilities of any kind resulting from following the instructions, directions, or policies of the Client or anyone acting on behalf of the Client.
- 6.5. Operator is not liable for any liabilities, losses, damages, expenses, fines, or penalties incurred by Client or any third party as a result of a data security breach or other cyber security breach to the Facilities or Client's computer systems, operating systems, and all other technological or

information systems related to the Facilities and Services provided hereunder, except to the extent such liability, loss, damage, expense, fine, or penalty is the direct result of Operator's willful or negligent acts or omissions.

- 6.6. If any information, opinions, recommendations, advice, or other work product or any data, information, procedures, charts, spreadsheets, logs, instruments, documents, plans, designs, specifications, operating manuals and specifications, customer data, billing information, regulatory filings, permits, authorizations, licenses, operation and maintenance records, or other records are provided by the Client or any third party acting on behalf the Client are provide to and used or relied on by Operator, the Client will be liable for any damages resulting directly or indirectly from such use and reliance.
- 6.7. Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable, either directly or indirectly, for any special, punitive, indirect and/or consequential damages, including damages attributable to loss of use, loss of income or loss of profit, even if such party has been advised of the possibility of such damages.
- 6.8. Operator's maximum liability for any and all claims(s) raised by Client against the Operator on account of this Agreement, or on account of the Services performed hereunder shall not exceed an aggregate amount equal to the fees paid to Operator during the term of this Agreement.
- 6.9. FOR EQUIPMENT OR PARTS PURCHASED BY OPERATOR, OPERATOR SHALL PASS ON ANY MANUFACTURERS WARRANTIES OR GUARANTEES TO THE CLIENT AND PROVIDE THE CLIENT REASONABLE ASSISTANCE IN ENFORCING THE MANUFACTURER'S WARRANTIES AND GUARANTEES. OPERATOR SHALL NOT BE RESPONSIBLE TO THE CLIENT FOR ANY GUARANTEES OR WARRANTIES OFFERED BY OTHERS IN CONNECTION WITH ANY EQUIPMENT, MATERIALS, AND SUPPLIES PROVIDED IN CONNECTION WITH THE SERVICES HEREUNDER AND OPERATOR SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF ANY BREACH OF GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, BY ANY MANUFACTURER OR SUPPLIER OF EQUIPMENT OR MATERIALS PURCHASED FOR THE CLIENT UNDER THIS AGREEMENT. OPERATOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES REGARDING ANY EQUIPMENT, MATERIALS, AND SUPPLIES, IF ANY, OR ANY WARRANTIES THAT MIGHT ARISE FROM COURSE OF DEALING OR USAGE OF TRADE.

7) INSURANCE

- 7.1. Operator shall provide and maintain the following levels of insurance coverage at all times during the Term:
 - 7.1.1. Commercial General Liability Insurance with a limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate;
 - 7.1.2. Workers Compensation Insurance in compliance with the statutes of the State that has jurisdiction over Operator's employees engaged in the performance of Services hereunder, to the required statutory amount; and
 - 7.1.3. Automobile Liability Insurance with a combined single limit of one million dollars (\$1,000,000).

- 7.2. Operator shall name Client as an additional insured on the general liability policy and automobile liability policy.
- 7.3. Operator shall provide Client with thirty (30) days' notice prior to cancellation of any policy hereunder.
- 7.4. Operator shall provide Client with insurance certificates confirming the levels of coverage in Section 7.1 and that Client is named as an additional insured.
- 7.5. Client shall name Operator as an additional insured on the general liability insurance policy with respect to the Services.

8) DISPUTES

- 8.1 In the event of any disputes, the parties shall first attempt to resolve the situation by good faith discussions which shall take place in a timely manner. If the dispute cannot be resolved within sixty (60) days, the parties shall mediate their dispute before a mediator acceptable to both parties, if they cannot agree, they shall ask the Director of the Federal Mediation and Conciliation Service to nominate a mediator. The parties shall bear their own costs of the mediation, but the parties shall share equally the costs of the mediator and the mediation facilities.
- 8.2 If the parties are unable to resolve any disputes in accordance with 8.1 above, either party may request that such dispute be submitted for binding arbitration, which shall be governed by the rules of the American Arbitration Association or such other rules as the parties may agree. The parties agree that any judgment issued as a result of arbitration may be entered in the court having jurisdiction thereof. The parties agree that arbitration shall be the exclusive means to settle any dispute, controversy or claim arising out of this Agreement.

9) MISCELLANEOUS

- 9.1. The relationship of Operator to Client is that of independent contractor for all purposes under this Agreement. This Agreement is not intended to create, and shall not be construed as creating, between Operator and Client, the relationship of principal and agent, joint ventures, co-partners or any other similar relationship, the existence of which is hereby expressly denied.
- 9.2. This Agreement contains the entire agreement between Client and Operator and supersedes all prior or contemporaneous communications, representations, understandings, or agreements that are not consistent with any material provision of this Agreement.
- 9.3. The parties may only modify this Agreement by a written amendment signed by both parties.
- 9.4. The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.
- 9.5. Client shall not directly or indirectly solicit, hire, or otherwise retain as an employee or independent contractor any employees of the Operator during the term of this Agreement or for a period of one (1) year following the termination of this Agreement.
- 9.6. This Agreement shall not be assigned by either party without the prior written consent of the other party unless such assignment shall be to a parent, subsidiary, affiliate, or successor of either Party. When written consent of a party is required, such consent shall not be unreasonably withheld.
- 9.7. A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. In any such

event, the party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the event or cause that excused performance hereunder.

- 9.8. The Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- 9.9. In the event that Client receives notice of or undertakes the defense or prosecution of any legal or administrative action or proceeding in connection with the ownership, operation and/or maintenance of the Facilities and/or this Agreement, Client shall give Operator prompt notice of such proceedings and shall inform Operator in advance of all hearings. In the event Operator receives notice of any action, claim, suit, administrative or arbitration proceeding or investigation in connection with the ownership, operation and/or maintenance of the Facilities and/or this Agreement, Operator shall give Client prompt notice of such proceedings.
- 9.10. All notices will be in writing and shall be deemed given when mailed by first class mail or delivered in person. Notices required to be given to the parties by each other will be addressed to:
- | | |
|--|--|
| Inframark, LLC
2002 West Grand Parkway North, Suite 100
Katy, Texas 77449
ATTN: Todd Burrer | The City of Sweeny
102 W. Ashley Wilson Road
Sweeny, Texas 77480
ATTN: Lindsay Koskiniemi |
|--|--|
- With copy to:
- Inframark, LLC
220 Gibraltar Road, Suite 200
Horsham, Pennsylvania 19044
ATTN: Legal Department
- 9.11. All records compiled by Operator with information and material gathered when performing this Agreement are the property of Client.
- 9.12. This Agreement is made for the benefit of the parties and is not intended to benefit any third party or be enforceable by any third party.
- 9.13. Defined terms in this Agreement are set out in Schedule 5 or within the main body of this Agreement, capitalized or within quotation marks.
- 9.14. Should any part of this Agreement for any reason be declared invalid or void, such declaration will not affect the remaining parts of this Agreement, which will remain in full force and effect as if the Agreement had been executed with the invalid portion eliminated.
- 9.15. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.
- 9.16. Both parties warrant and represent to the other that they have full power and authority to enter into and perform this Agreement.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]


IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date at the top of this Agreement.

THE CITY OF SWEENEY



By: Lindsay Koskuniemi
Title: City Manager
Date: May 17, 2023

INFRAMARK, LLC



By: Todd Burrer
Title: Vice-President
Date: 5-16-2023

Schedule 1: Client's Facilities

Client's wastewater and water treatment facilities are:

Wastewater Plant: 2607 Avenue A, Sweeny, TX 77480/Located At The N End Of Avenue A, On The W Bank Of Dan Bernard River, Approximately 2 Mi NE Of The City Of Sweeny And Approx 3 Mi SE Of The Intersection Of State Hwy 35 And Fm Road 1459 In Brazoria County Texas

Water Plant: GPS: 29°02'15"N 95°42'01W - 2 GSTs on site

Active Wells:

1. Well #1: W. 2nd St. & Peach St. Beside the Water Plant GPS: 29.037533, -95.700225
2. Well #2(#5): Sycamore & WD. Behind the Water Plant GPS: 29.037458, -95.701114

Lift Stations:

1. W. 1st ST. & Pecan St. Across from AM "Chick" Anderson Park GPS: 29.037622, -95.698885
2. W. 5th St. & Cedar St. Beside T.J.T. Memorial Walking Trail GPS: 29.037708, -95.704595
3. NE end of Powell St., off of N. Main St. GPS: 29.045704, -95.708053
4. South end of San Bernard, off of Azalea St. GPS: 29.042474, -95.717961
5. Between 9395 FM 524 & Calvie Brown Rd. GPS: 29.048464, -95.718959
6. Across from 802 Shady Dr. GPS: 29.049759, -95.699884
7. Beside 9313 FM 1459, across from Milian Circle GPS: 29.056284, -95.687144

Grinding Station:

NE end of Shari Ln. GPS: 29.050115, -95.688051

Schedule 2: Operator's Services

The Operator shall provide the following services for the Client:

1. Operator shall provide qualified labor for normal operations, housekeeping, and process control at the Client's Wastewater Plant identified in Schedule 1 (7 days per week); the Client's Water Plant and Active Wells identified in Schedule 1 (7 days per week); the Client's seven (7) Lift Stations identified in Schedule 1; and the Client's Grinding Station identified in Schedule 1 (3 times per week).
2. Operator shall coordinate of chemical delivery necessary for the Facilities; provided however, that the Client shall directly pay for such chemicals or reimburse the Operator for all chemical costs incurred in accordance with Schedule 3.
3. Operator shall coordinate transportation and disposal of grit, screenings, water treatment residuals, and wastewater sludge and biosolids generated by or through the operation of the Facilities; provided however, that the Client shall directly pay for any such costs or reimburse the Operator for all such costs incurred in accordance with Schedule 3.
4. For the Client's Water Plant and Active Wells identified in Schedule 1, the Operator shall perform daily chlorine residual and monthly flushing of dead-end water lines as required by Applicable Law.
5. Operator shall attend the Client's Council meetings with agenda items related to the Services provided hereunder and provide an executive level report to the Client each month.
6. Operator shall compile and report compliance data to the Client for TCEQ reporting and provide Client with advance notice of TCEQ reporting deadlines; Client shall be responsible for preparing and submitting all reports for the Facilities are required by Applicable Law.

Schedule 3: Operator's Rate Schedule

All Labor and Supervision

Standard hourly rate for the Services performed by Operator hereunder shall be Operator's employee hourly rate plus burden cost X (2).

Any overtime work for the Services performed by Operator hereunder shall be paid at the standard hourly rate set forth in this Schedule 3 times 1.5. Overtime is defined as work performed outside of normal working hours which are 7:30 AM through 4:00 PM on weekdays, and on weekends and holidays as designated by the Operator as company holidays.

Vehicles and Equipment

Utility Truck	\$ 20.00	per hour
Electrical Vehicle	\$ 37.50	per hour
Maintenance Truck	\$ 35.00	per hour
Mechanical Truck	\$ 37.50	per hour
Chlorination Truck	\$ 37.50	per hour
Crew Truck	\$ 50.00	per hour
Crane Truck	\$ 70.00	per hour
Backhoe w/trailer	\$ 65.00	per hour
Shoring Equipment	\$ 30.50	per hour
Utility Trailer	\$ 13.00	per hour
Lowboy (Gooseneck) Trailer	\$ 13.50	per hour
*Air Scouring Unit (4-hr. minimum)	\$ 130.00	per hour
*Televising Unit (4-hr. minimum)	\$ 165.00	per hour
*Vactor/Jet Unit (4-hr. minimum) Includes Technician	\$ 220.00	per hour – not including dump fee
*Vactor/Jet Unit (4-hr. minimum) Includes Technician	\$ 240.00	per hour – overtime rate , not including dump fee

Outside contractor, professional services, and materials (except for billing and collection services) utilized for services in this Schedule 3, will be billed at cost plus 15%.

Schedule 4: Client's Permits

Detail of: Wastewater Permit WQ0010297001
For: CITY OF SWEENY WWTP
Permit Status: ACTIVE

Detail of: Public Water System/Supply Registration TX0200009
For: CITY OF SWEENY
Registration Status: ACTIVE
CN Number: CN600584015
Last Update Date:01/12/2004
Name: CITY OF SWEENY
Legal Name: City of Sweeny
Customer Type: CITY GOVERNMENT

Schedule 5: Definitions

"Abnormal or Biologically Toxic Materials" may include, but are not limited to, concentrations of heavy metals, phenols, cyanides, pesticides, herbicides, priority pollutants as listed by USEPA, any substance that violates the local or USEPA standards for finished water after the routine processing of the raw water, or any substance or material for which the Facilities and routine procedures are not designed to receive or treat.

"Applicable Law" means laws, rules, regulations, codes, administrative and judicial orders, directives, guidelines, judgments, rulings, interpretations or similar requirements or actions of any federal, state, local government, agency or executive or administrative body of any of the above, in each case that relate to the (a) parties' respective responsibilities under this Agreement; (b) operation or maintenance of the Facilities; (c) health and welfare of individuals working at or visiting the Facilities; and (d) the collection, delivery, and treatment of the Client's raw and finished water.

"Capital Improvements" means any modifications, additions or upgrades to the Facilities made by or on behalf of the Client or with its prior approval and funded from Client's capital proceeds.

"Client's Permit(s)" and/or *"Permit(s)"* means all permits and licenses issued to Client and required for the treatment of potable water from the Facilities. Copies of all Permits are attached as Schedule 7 of this Agreement.

"Emergency Event" means an event which threatens the immediate shutdown of, or the substantial reduction in the operational capacity of, any of the Facilities, or the life, health, or property of Client and/or Operator, their employees and/or agents or others.

"Force Majeure" means an event which is beyond the reasonable control of a party, including without limitation: (a) acts of God; (b) flood, fire, earthquake, hurricane or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees; (i) shortage of adequate power or transportation facilities.

"Non-Processible Water" is defined as influent raw water (i) which contains Abnormal or Biologically Toxic Materials; or (ii) which is otherwise detrimental to the operation and performance of the Facilities; or (iii) which exceeds the design capabilities of the Facilities as defined by the Operations and Maintenance Manual for the Facilities or as provided in submissions made to regulatory agencies in connection with the construction and/or the permitting of the Facilities.



Inframark, LLC
2002 West Grand Parkway North, Suite 100
Katy, Texas 77449
(281) 578-4200

Client ID Number	
-------------------------	--

Invoice Number	1149551
Invoice Date	7/11/2023
Due Date	8/10/2023

To: City of Sweeny
102 W Ashley Wilson Rd

Sweeny, TX 77480

Service Description	Total
Maintenance Services	\$41,459.73

Subtotal	\$41,459.73
Sales Tax	\$0.00
Total	\$41,459.73

Please Pay This Amount

Remit To: Inframark, LLC, P.O. Box 733778, Dallas, Texas 75373-3778

To pay by Credit Card, contact us at 281-578-4299, 9:00am - 5:30pm EST, Mon - Fri. A surcharge fee may apply

To Pay via ACH or Wire, please refer to our banking information below:

Account Name : INFRAMARK, LLC

ACH - Bank Routing Number : 111000614 / Account Number 912593196

Wire - Bank Routing Number : 021000021 / SWIFT Code : CHASUS33 / Account Number: 912593196

Please include the Project ID and the Invoice Number on the check stub of your payment.

INFRAMARK, LLC

DISTRICT : CITY OF SWEENY

INVOICE NO. 1149551 - SUMMARY

INVOICE DATE: 7/11/2023

11 Jul 2023 12:16:32PM CST

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Item 13.

Work Type / Sub Category	Equipment Costs	Labor Costs	Materials/Other Service Costs	Sales Tax Total	Total Costs
Maintenance, Sewer Plant					
SP1					
General Maintenance & Repairs	\$3,200.00	\$15,068.44	\$0.00	\$0.00	\$18,268.44
Maintenance	\$450.00	\$1,746.00	\$441.05	\$0.00	\$2,637.05
SP1 Total	\$3,650.00	\$16,814.44	\$441.05	\$0.00	\$20,905.49
SP Total	\$3,650.00	\$16,814.44	\$441.05	\$0.00	\$20,905.49
Maintenance, Water Plant					
WP1					
General Maintenance & Repairs	\$2,815.00	\$14,740.48	\$0.00	\$0.00	\$17,555.48
Maintenance	\$768.75	\$2,204.32	\$25.69	\$0.00	\$2,998.76
WP1 Total	\$3,583.75	\$16,944.80	\$25.69	\$0.00	\$20,554.24
WP Total	\$3,583.75	\$16,944.80	\$25.69	\$0.00	\$20,554.24
Invoice Total	\$7,233.75	\$33,759.24	\$466.74	\$0.00	\$41,459.73

DISTRICT : CITY OF SWEENEY

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INVOICE NO. 1149551 - DETAIL

INVOICE DATE: 7/11/2023

Work Type / Sub Category	Date Complete	WO Number	Address	Task Details	Equipment Costs	Labor Costs	Materials/Other Service Costs	Sales Tax Total	Total Costs	B/C
Maintenance, Sewer Plant										
SP1										
General Maintenance & Repairs										
	7/10/2023	3254593	2607 Avenue A	General Repair or Maintenance of an Asset at a Sewer Treatment Plant	\$1,670.00	\$7,312.24	\$0.00	\$0.00	\$8,982.24	N
	7/10/2023	3255041	2607 Avenue A	General Repair or Maintenance of an Asset at a Sewer Treatment Plant; sewer plant weekend check in	\$75.00	\$491.06	\$0.00	\$0.00	\$566.06	N
	7/10/2023	3258670	2607 Avenue A	General Repair or Maintenance of an Asset at a Sewer Treatment Plant	\$670.00	\$3,053.46	\$0.00	\$0.00	\$3,723.46	N
	7/10/2023	3258920	2607 Avenue A	General Repair or Maintenance of an Asset at a Sewer Treatment Plant	\$150.00	\$1,047.60	\$0.00	\$0.00	\$1,197.60	N
	7/10/2023	3260029	2607 Avenue A	General Repair or Maintenance of an Asset at a Sewer Treatment Plant; Monitor chemical feed at back end of plant and pull samples as needed. Run trash pump from clarifier to aeration, moving solids back into plant. General maintenance of everyday running of sewer plant.	\$420.00	\$1,891.50	\$0.00	\$0.00	\$2,311.50	N
	7/10/2023	3261486	2607 Avenue A	General Repair or Maintenance of an Asset at a Sewer Treatment Plant; Weekend Facility check and plant operations	\$95.00	\$562.30	\$0.00	\$0.00	\$657.30	N
	7/10/2023	3264833	2607 Avenue A	General Repair or Maintenance of an Asset at a Sewer Treatment Plant	\$120.00	\$710.28	\$0.00	\$0.00	\$830.28	N
				General Maintenance & Repairs Total	\$3,200.00	\$15,068.44	\$0.00	\$0.00	\$18,268.44	
Maintenance										
	7/10/2023	3250852	2607 Avenue A	General Repair of a Sewer Treatment Plant Asset; Check over CL2 System and walk over plant with operator.	\$75.00	\$291.00	\$4.28	\$0.00	\$370.28	N

INFRAMARK, LLC

11 Jul 2023 12:16:33PM CST

Item 13.

DISTRICT : CITY OF SWEENEY

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INVOICE NO. 1149551 - DETAIL

INVOICE DATE: 7/11/2023

Work Type / Sub Category	Date Complete	WO Number	Address	Task Details	Equipment Costs	Labor Costs	Materials/Other Service Costs	Sales Tax Total	Total Costs	B/C
	7/10/2023	3250855	2607 Avenue A	General Repair of a Sewer Treatment Plant Asset; Go over Non-potable system with opearor and get parts list to make changes to non-potable system that opearor is asking for.	\$375.00	\$1,455.00	\$436.76	\$0.00	\$2,266.76	N
				Maintenance Total	\$450.00	\$1,746.00	\$441.05	\$0.00	\$2,637.05	
				SP1 Total	\$3,650.00	\$16,814.44	\$441.05	\$0.00	\$20,905.49	
				SP Total	\$3,650.00	\$16,814.44	\$441.05	\$0.00	\$20,905.49	
Maintenance, Water Plant										
WP1										
General Maintenance & Repairs										
	7/10/2023	3253528	204 Peach St	General Repairs of an Asset at a Water Plant	\$1,345.00	\$7,060.67	\$0.00	\$0.00	\$8,405.67	N
	7/10/2023	3255050	204 Peach St	General Repairs of an Asset at a Water Plant; water plant weekend check in	\$85.00	\$556.54	\$0.00	\$0.00	\$641.54	N
	7/10/2023	3258712	204 Peach St	General Repairs of an Asset at a Water Plant	\$220.00	\$1,342.24	\$0.00	\$0.00	\$1,562.24	N
	7/10/2023	3258932	204 Peach St	General Repairs of an Asset at a Water Plant	\$70.00	\$488.88	\$0.00	\$0.00	\$558.88	N

DISTRICT : CITY OF SWEENEY

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INVOICE NO. 1149551 - DETAIL

INVOICE DATE: 7/11/2023

Work Type / Sub Category	Date Complete	WO Number	Address	Task Details	Equipment Costs	Labor Costs	Materials/Other Service Costs	Sales Tax Total	Total Costs	B/C
	7/10/2023	3259994	204 Peach St	General Repairs of an Asset at a Water Plant; Checked district residual, got residual and est residual. Monitor all 3 wells . Monitor booster pumps running and time. Make adjustments on chemical feed system at plant and in district.	\$310.00	\$1,353.14	\$0.00	\$0.00	\$1,663.14	N
	7/10/2023	3260014	204 Peach St	Investigate a Problem at a Water Plant; Leak at 90 degree pipe going from well to gst	\$260.00	\$1,353.15	\$0.00	\$0.00	\$1,613.15	N
	7/10/2023	3260016	204 Peach St	General Repairs of an Asset at a Water Plant; Checked district residual, got residual and est residual. Monitor all 3 wells . Monitor booster pumps running and time. Make adjustments on chemical feed system at plant and in district.	\$300.00	\$1,347.33	\$0.00	\$0.00	\$1,647.33	N
	7/10/2023	3260034	204 Peach St	General Repairs of an Asset at a Water Plant; Met TCEQ on site for i of water plant and distribution system	\$60.00	\$261.90	\$0.00	\$0.00	\$321.90	N
	7/10/2023	3261489	204 Peach St	General Repairs of an Asset at a Water Plant; Weekend Facility check, district residuals and plant operations	\$95.00	\$562.30	\$0.00	\$0.00	\$657.30	N
	7/10/2023	3264831	204 Peach St	General Repairs of an Asset at a Water Plant	\$70.00	\$414.33	\$0.00	\$0.00	\$484.33	N
				General Maintenance & Repairs Total	\$2,815.00	\$14,740.48	\$0.00	\$0.00	\$17,555.48	
Maintenance										
	7/10/2023	3250857	204 Peach St	General Repair of a Water Plant Asset; Check PO4 system and get info to PM pump.	\$187.50	\$517.98	\$8.56	\$0.00	\$714.04	N
	7/10/2023	3250859	204 Peach St	MTX - Chlorine/Chemical Change Out at a Facility (must verify work type); change out	\$75.00	\$291.00	\$4.28	\$0.00	\$370.28	N

INFRAMARK, LLC

11 Jul 2023 12:16:33PM CST

Item 13.

DISTRICT : CITY OF SWEENEY

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INVOICE NO. 1149551 - DETAIL

INVOICE DATE: 7/11/2023

Work Type / Sub Category	Date Complete	WO Number	Address	Task Details	Equipment Costs	Labor Costs	Materials/Other Service Costs	Sales Tax Total	Total Costs	B/C
	7/10/2023	3250860	204 Peach St	General Repair of a Water Plant Asset; Check over CL2 System and walk over plant with operator.	\$187.50	\$430.68	\$4.28	\$0.00	\$622.46	N
	7/10/2023	3250861	204 Peach St	MTX - Chlorine/Chemical Change Out at a Facility (must verify work type); change out	\$75.00	\$151.32	\$4.28	\$0.00	\$230.60	N
	7/10/2023	3260621	204 Peach St	General Repair of a Water Plant Asset; Get parts list for quote.	\$131.25	\$437.95	\$0.00	\$0.00	\$569.20	N
	7/10/2023	3262793	204 Peach St	MTX - Chlorine/Chemical Change Out at a Facility (must verify work type); Change out cl2	\$112.50	\$375.39	\$4.28	\$0.00	\$492.17	N
				Maintenance Total	\$768.75	\$2,204.32	\$25.69	\$0.00	\$2,998.76	
				WP1 Total	\$3,583.75	\$16,944.80	\$25.69	\$0.00	\$20,554.24	
				WP Total	\$3,583.75	\$16,944.80	\$25.69	\$0.00	\$20,554.24	
				Invoice Total	\$7,233.75	\$33,759.24	\$466.74	\$0.00	\$41,459.73	



AGENDA MEMO

Business of the City Council City of Sweeny, Texas

Meeting Date	07.18.2023	Agenda Item	
Reviewed by City Manager	Yes	Presenter(s)	Reese Cook
Reviewed by City Attorney	No	Department	N/A
Subject	Discussion/ Possible Action on Agenda Request on Council Meetings being regularly scheduled to two times per month; Councilman Cook		
Attachments	1) Agenda item request		
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

Currently, the regular City Council meetings are scheduled on the 3rd Tuesday of the month at 6:00 p.m. In addition to regular meetings, if special circumstances are warranted to meet, and Council is able to conduct a special meeting when needed, staff schedules such a meeting when needed, creates and posts agenda, and produces meetings minutes.

In Fiscal Year 22-23 (as of 7/14/2023), City Council has conducted a regular meeting every month and met in 5 special city council meetings. This item is presented to Council at the request of Council member, Reese Cook, for consideration to meet in a regular meeting twice monthly.

Currently, staff spends a lot of time preparing the meeting agenda packets for each meeting and preparing the minutes for approval after each meeting. It is not unusual for staff to make last-minute accommodation for agenda item requests to be incorporated for meeting agendas. Some of these requests come from council members, therefore staff feels an obligation to add last minute items from Council on meeting agendas.

Under the previous administration, the agenda item request cut-off that was enforced was the 8th of the month. Some items require back up documentation and/or staff member research time, and this places an inordinate burden on staff to reprioritize to get the agenda and meeting packet completed and posted by Friday before the Tuesday meeting date. The law requires meeting agendas to be posted for 72 hours ahead of public meetings.

An obligation to participate in an additional after-hours meeting per month places an undue hardship on staff and would take away work time during the normal business hours to prepare an additional agenda with backup documents and minutes per month. Asking staff, most of whom are salaried employees and attend other work-related after-hours meetings, to take another evening a month for an additional meeting takes time away from work with family. Several employees have younger families and/or take care of family members with health needs.

Recommended Action



AGENDA MEMO

Business of the City Council

City of Sweeny, Texas

City Manager’s recommendation to City Council is to keep the current one regular city council meeting per month schedule and meet, if warranted under extenuating circumstances, for special meetings. Additionally, CM recommendation to Council is to enforce an agenda request cut-off of 2 weeks ahead of each regularly scheduled meeting.



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

Personal Information:

Name: REESE COOK

Mailing Address: 802 AVENUE B, SWEENY, TX 77480

Physical Address: 802 AVENUE B, SWEENY, TX 77480

Email(s): rcook@sweenytx.gov

Phone(s): 832-350-0410

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

Discussion and possible action on Inframark; current invoice, current and future contract, exit strategy and timeline.

Discussion and possible action on Council meetings being regularly scheduled to two times per month.

Signature: Signature authorized by email Date: 7/13/2023, 9:11AM

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.



AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Meeting Date	07/18/2023	Agenda Item	
Approved by City Manager		Presenter(s)	
Reviewed by City Attorney		Department	ALL
Subject	Quarterly Department Updates April- June 30, 2023		
Attachments	PW, Police Department, City Secretary, EDC		
Financial Information	Expenditure Required:		
	Amount Budgeted:		
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

Quarterly Department Updates for Quarter III of the Fiscal Year; April – June 2023

City Manager will give verbal update during meeting.



Quarterly Public Works Update

- All TCEQ notations from their June inspection of the Water Plant have been completed. Chemical lines are buried, fence lines have been cleared, Ground Storage Tank #2 was pressure washed to remove algae, ventilation fan has been installed in the chlorine gas room and the old filter media on the grounds has been removed.
- All generators have been inspected and we are waiting for a report from the vendor. The water plant generator has been restored to normal operations including running on a weekly programmed exercise schedule.
- Well #4 has been inspected and tested, the motor is good, but the breaker box was full of hornets and had a bad coil (likely caused by the hornets). A new coil has been ordered. Still waiting for installation.
- The wastewater treatment plant screen is back in operation and running on a timer, no issues reported.
- The clarifier was cleaned, the cleaning team found steel pipes, concrete chunks, 5-gallon buckets, 1-gallon chemical containers and even a cell phone. The sludge on the bottom of the clarifier was also thick beyond the ability of normal pumps to move. The cleaning team had to use high pressure water and vacuum trucks to remove it. The lines to the return pumps have also been jetted and verified as clear.
- One Return Pump is now operational. The team is working to get one additional pump running as a backup. With current flows, we only need one pump at a time.
- The new pump for the Shady Lift Station has been delivered to our vendor and installation scheduled for July 21st.

- Positions have been posted on the city website and TML for Water and Wastewater Treatment Operators. So far there have been only 3 applicants in total.
- All new parks equipment has been installed at Backyard and MLK Parks
- City crews will be cleaning culverts and sewer lines the week of July 17th-21st.
- Texas Underground has been contacted to evaluate and potentially repair the PW Jet Machine.
- Crews will also be working around town cleaning street signs.



AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Meeting Date	07/18/2023	Agenda Item	Quarterly Report
Approved by City Manager	L. Koskiniemi	Presenter(s)	Brad Caudle
Reviewed by City Attorney		Department	Police Department
Subject	Quarterly Report Presentation		
Attachments	Quarterly Patrol, K9, Code Enforcement and Humane Reports		
Financial Information	Expenditure Required:		N/A
	Amount Budgeted:		N/A
	Account Number:		N/A
	Additional Appropriation Required:		N/A
	Additional Account Number:		N/A

Executive Summary

Presentation of statistics and job activities for the months of April, May and June 2023

Recommended Action

N/A



Sweeny Police Department

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



Item 15.

SWEENY POLICE DEPARTMENT QUARTERLY ACTIVITY SUMMARY

April 1, 2023 – June 30, 2023

ACTIVITY

CALLS FOR SERVICE	593
AGENCY ASSIST	
CASES	70
TRAFFIC CITATIONS	75
TRAFFIC WARNINGS	286
TRAFFIC CRASHES	8
ARRESTS	41
MILEAGE	8823

CRIMINAL INVESTIGATIONS

MISDEMEANOR	
SUPPLEMENTS	49
FELONY	6
CLEARED CASES	5
REPORT ONLY (DOA NATURAL)	10
CASES DIRECT FILED	5
CAC INTERVIEWS	1
CALL OUTS	19

INTERNAL AFFAIRS

USE OF FORCE	0
PURSUIT	0
COMPLAINT AGAINST OFFICER/EMPLOYEE	0
OFFICER INJURED	0
OFFICER KILLED	0
OFFICER-INVOLVED SHOOTING	0



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Item 15.

Training

Detective Sergeant Cayton Barnett and Humane/Code Enforcement Rodger Larsen successfully completed ICS 300.

Brad Caudle
Chief of Police



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Item 15.

K9 Corporal M. Ferrel

3 Month Stat Sheet

04/2023- 06/2023

- Total Traffic Stops - 173
- Total arrests made - 32
- Total arrests made from traffic stops - 28
- Total DWI arrests - 10
- Total traffic narcotic arrests - 14
- Total Warrant arrests made from traffic stops - 4
- Total non-traffic arrests - 4
- Total K9 Deployments - 9
- Total K9 contributing arrests - 8
- Total Arrests made in a drug free zone within school hours -
- Total amount of cash seizures from narcotic arrests-
- Total number of incident reports- 46

Brad Caudle
Chief of Police



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Brad Caudle, Chief of Police



Item 15.

K9 Corporal M. Ferrel

3 Month Narcotic Weight Stat Sheet

04/2023 - 06/2023

- **Methamphetamine-** 19.2 grams
- **Cocaine-** 1.3 grams
- **Mushrooms-** 0 grams
- **MDMA-** 20.5 grams
- **Heroin-** 0 grams
- **Marijuana-** 46.6 grams
- **Pills-** 7 grams
- **DMT-** 0

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



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Brad Caudle, Chief of Police



Item 15.

Code Enforcement Quarterly Report April 1, 2023 – June 30, 2023

Code Enforcement

Cases Started

Tall Grass- 17
Junk Yards- 0
Unsafe Structures- 4
Abandoned Sign- 3 (Follow ups)

Total Cases- 24
Certified Letters Sent- 39

Cases Closed

Tall Grass- 11
Unsafe Structure- 1
Abandoned Sign- 2
Junk Yard- 1

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



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Brad Caudle, Chief of Police



Item 15.

Quarterly Humane Report

04/2023 – 06/2023

Animal Control Officer Rodger Larsen

Dog Calls- 150
Dogs Picked up by ACO- 50
Dogs Adopted- 4
Dogs Returned to Owner(s)- 2
Dogs that went to Rescue Shelters- 4
Dogs Euthanized- 3
Dogs in Animal Shelter- consistently full, 9 currently

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

Miscellaneous Calls- 75 (3 bat calls)
Call Outs- 10
Dog Bite Report/Follow-up- 0
Animal Cruelty Case- 0

TRAINING

Rodger attended ICS 300 training in Pearland.

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

Sweeny Economic Development Corporation

Item 15.

Profit and Loss

October 2022 - June 2023

	TOTAL
Income	
Bank Interest	8,999.87
Sales Tax Income	227,971.13
Unapplied Cash Payment Income	750.00
Total Income	\$237,721.00
GROSS PROFIT	\$237,721.00
Expenses	
Admin. Expense	
Legal Services Fees	6,537.97
Medical Insurance	2,293.48
Office Supplies	1,017.43
Payroll Expense	720.45
Payroll Salary	28,928.15
Phone/Internet	1,131.68
Rent	675.00
Total Admin. Expense	41,304.16
Advertising	
Public Hearing Notices	320.18
SEDC Advertising	1,481.00
Total Advertising	1,801.18
Education	1,614.48
Industrial Park Mowing	3,500.00
Loan Interest Expense	147.89
Memberships	
ARCIT	395.00
Chamber membership	75.00
TEDC	550.00
The Alliance	300.00
Total Memberships	1,320.00
Payroll Expenses	2,380.14
Taxes	274.12
Wages	7,745.27
Total Payroll Expenses	10,399.53
Projects	
Block Grant	20,660.45
Sweeny North Industrial Park	85,582.96
Total Projects	106,243.41
Promotions	
Sweeny Proud	4,282.69
Total Promotions	4,282.69

Sweeny Economic Development Corporation

Item 15.

Profit and Loss

October 2022 - June 2023

	TOTAL
Unapplied Cash Bill Payment Expense	141.46
Total Expenses	\$170,754.80
NET OPERATING INCOME	\$66,966.20
NET INCOME	\$66,966.20



Executive Director's Quarterly Report

The following is a general summary of my activity: March 14 to April 14

Administration: Continue to work with Altamira in moving forward to get road and utilities extended at the Industrial Park. Continue to work with Windy Byrd and the students on the Proud Publication of the Sweeny EDC. Helping the Chamber with billing, answering phone and prepare for banquet.

Networking/Meetings:

Mar 16 – Webinar Food Trucks 101 - Taking your business on the Road

Mar 21 – Attended City Council meeting

Mar 28 - Professional on Heels Women's Luncheon

Mar 28 – Professional Head Shots for Website

April 4 – CAP meeting

April 5 – The Alliance Quarterly Membership meeting

April 5 – Met with Colby from Altamira

April 10- Met with Frank, Editor, EDC Magazine

April 11 – Attended Leadership meeting at City Hall

April 12 – Spoke with Elvira owner of 123 Main Street – about Block Grant – she wants to open a Mexican restaurant.

April 14 – Attended ribbon cutting for Byrd Brothers

Industrial Park:

Business Improvement/Incentive Applications/Block Grant: Gave Block Grant to Elvira to improve awning and improve façade.

The following is a general summary of my activity: April 15 to May 8

Administration: Continue to work with Altamira in moving forward to get road and utilities extended at the Industrial Park. Continue to work with Windy Byrd and the students on the Proud Publication of the Sweeny EDC. Helping the Chamber with billing, answering phone and preparing for banquet.

Networking/Meetings:

April 24 – Office smell started working from home

April 25 – Bring Back Main Street in Rosenberg

April 25 – Attended City Council meeting

May 1 – Monthly meeting with Lindsay

May 8 – Attended Business Practicum Scholarship Panel meeting

Industrial Park:

Business Improvement/Incentive Applications/Block Grant: Spoke with Elvira about her Block Grant still getting everything together.

The following is a general summary of my activity: May 8 to June 12

Administration: Continue to work with Altamira in moving forward to get road and utilities extended at the Industrial Park. Continue to work with Windy Byrd and the students on the Proud Publication of the Sweeny EDC. Helping the Chamber with billing, answering phone. Working on 4th of July event. Moving things out of the office. Working from home.

Networking/Meetings:

May 11 – Helped and attended Sweeny Chamber Banquet

May 15 – Attended Sweeny Scholars Luncheon

May 16 – Meeting with students for magazine/attended City Council meeting

May 25 – Met with Lauren at Marsh Vet Clinic to discuss Block Grant

June 7 – Met with Cecil from Stark Inc.

June 8 – Meeting with Altamira and Hilcorp

Industrial Park:

Updating plat for Trilogy Resources, LLC.

Business Improvement/Incentive Applications/Block Grant: Awarded Block Grant to Elvira Alvarez for Mexican Restaurant. Conversations with Debbie Williams from Sweeny Tire and Auto. They need a grant for 2 automatic lifts and electrical upgrade. Sent letter of default to Flash Fitness, Liz Flash and Lecta Johnson.



Quarterly Update April-June 2023

- **Permitting & Inspections**

Permits Issued	96
Contractors Registered	37
Permits Closed Out	126
Licensed Inspections Completed	61
Replats Completed	2
Variance Requests	1
911 Addressing Completions	1
Large Scale Projects in Progress	3
Residential Homes in Progress	2
Inground Pools in Progress	3
Termite Spraying EDC Building/Unlock/Stay While Completed	

- **Communications**

CTY’s Notifications Sent/Emails /Facebook Posts Regarding leaks/water/etc.
 Website Additions/Updates/Replacements
 Consumer Confidence Report URL Completed, Posted, Delivered
 RFP’s Posted online

- **City Secretary**

- (3)RFP’s Created, Posted to Website/Facts, & Bid Openings; Disaster Grant Admin Services, Debris Removal & EM Services, & Monitoring Services
- (6) Council Meetings Attendance, Agenda Creations, Minutes Completed & (1) CIP Session/ Setup for event/Attendance
- BCCA 05/06/2023 Setup, Take down, Ordering, Completion, Invoicing Cities
- (8) Ordinances/Resolutions
- (5) Proclamations Generated
- (16) Public Information Requests Completed
- Elections Process Completed Including: Orders, Notifications, Ballot Drawing, Required Postings, Newly Elected Setups
- CCPD/SEDC re-allocations Completed: Texas Comptrollers Office
- Budget Prep Work/Meetings
- (8) General Deposits

- **Municipal Court**

Tickets Processed	60
Number of Payments Received	49
Warrants Recalled	13
Warrants Issued	154
Cases Closed	38
Initial Appearances Held	6
Show Cause Hearings Held	4
Pre Trials Held	1