



CITY COUNCIL MEETING SPECIAL SESSION

DUE TO CANCELLED REGULAR SESSION 01/21/25 DUE TO INCLEMENT WEATHER

Thursday, January 23, 2025 at 5:00 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 **Special Session** on **Thursday, January 23, 2025 at 5:00 PM.** at City Hall, 102 W. Ashley Wilson Rd, Sweeny, Texas with the following agenda. This Special Session is due to the cancellation of the Regular Session from 01/21/2025 due to inclement weather. Council is conducted under modified Roberts Rules of Order as approved by Resolution 102-16; July 19, 2016. In accordance with Chapter §551 of the Texas Government Code, if required, the Council may conduct an executive session on any of the agenda items provided the City Attorney is present.

CALL TO ORDER/ROLL CALL

PLEDGES & INVOCATION

CEREMONIAL PRESENTATIONS

1. Sweeny Beautification Committee's Yard of the Month
2. Proclamation(s): African American History Month; February 2025

CITIZENS WISHING TO ADDRESS CITY COUNCIL

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

CONSENT AGENDA

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

3. Minutes: Special Session, December 11, 2024; Special Session, December 17, 2024; & Regular Session, December 17, 2024
4. Financial Statements
5. Personnel Status

- [6.](#) Project Status Report
7. Critical Equipment Report; Generator Hourly Activated Self Test Report
- [8.](#) Gas Compliance Update
- [9.](#) 1st Quarter FY 24/25 Department Reports spanning October - December 2024; Police Department, Public Works, City Secretary, Fire Department, SEDC, and Parks & Recreation Board.

REGULAR AGENDA

- [10.](#) Discussion and possible action to Amendment No. 2 and Task Order No. 25-01, pursuant to Agreement for Technical Services with City Engineers, Strand Associates, Inc.
- [11.](#) Discussion and possible action on the Pecan Street Water Line Replacement Project.
- [12.](#) Discussion and possible action to requested update on the Industrial Park by Sweeny Economic Development Corporation.
- [13.](#) Discussion and possible action on issues regarding the animal shelter, up to, and including, abandoning the project.
- [14.](#) Discussion and possible action to allow City Manager to sign an updated agreement with Government Capital Securities for municipal financial advisory services.
- [15.](#) Discussion and possible action to approve Ordinance 25-100, calling the May 03, 2025 General Election, for Council Positions No. 2 & 4, and Mayor, all for terms of two years.
- [16.](#) Discussion and possible action to approve Ordinance 25-101, establishing the fee schedule for the City of Sweeny.
- [17.](#) Discussion and possible action to allow the City Manager to sign a contractual extension with our awarded Debris Removal Contractor, DRC Emergency Services.
- [18.](#) Discussion and possible action to allow the City Manager to sign a contractual extension with our awarded Debris Monitoring Contractor, Rostan Solutions.
- [19.](#) Discussion and possible action to allow City Manager to enter into a contractual agreement, previously awarded, for Disaster Recovery Grant Management and Administrative Services with Rostan Solutions.
- [20.](#) Discussion and possible action to Resolution 25-100, allowing for a voluntary donation for Debris Removal be added to the city utility bills.
- [21.](#) Discussion and possible action to Resolution 25-101, terminating a voluntary donation on the City utility bill for Sidewalk Construction.
- [22.](#) Discussion and possible action to Resolution 25-102, creating a voluntary donation on the City utility bill for the funding of a single account for Sidewalk Construction and Parks funding.
- [23.](#) Discussion and possible action to City surplus property to be sold in public auction.

- [24.](#) Discussion and possible action to establishing a Special Meeting for Council to review the City Charter.

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 **January 23, 2025** was posted on the City Hall bulletin board on _____, 2025, at approximately _____.

Kaydi Smith, City Secretary

I hereby certify that this Public Notice was removed from the City Hall bulletin board on _____, 2025 at approximately _____.

Kaydi Smith, City Secretary



CITY OF SWEENEY
OFFICE OF THE MAYOR
PROCLAMATION

As a city, state and nation shaped by the diversity of our citizens, it is vital we recognize and celebrate the different races, nationalities, and backgrounds of the land we love.

WHEREAS, African American History Month was created by Carter G. Woodson in 1926 to highlight the contributions made to the history of our country that for years had been omitted; and

WHEREAS, Each year, February is designated African-American History Month to remember and reflect on the tribulations faced by the African-American community while learning from the vibrant culture and history and celebrating its many invaluable contributions.

BE IT FURTHER PROCLAIMED, That at this time, I encourage our great city to join me in taking pride in and discovering more about the strength that comes from our diversity.

NOW, THEREFORE, I, Dusty Hopkins, Mayor of Sweeny, Texas, do hereby proclaim February 2025, to be

African-American History Month

in Sweeny, and urge the appropriate recognition whereof.

IN OFFICIAL RECOGNITION WHEREOF, I hereby affix my signature this the 21st day of January, 2025.

Dusty Hopkins
Mayor

CITY COUNCIL MEETING SPECIAL SESSION

Item 3.

Wednesday, December 11, 2024 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 met in **Special Session** on **Wednesday, December 11, 2024 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 4:04 PM.

Neal Bess Jr., Reese Cook, Brian Brooks, and Caniel "Shaun" Massey were in attendance. John Rambo was absent.

PLEDGES & INVOCATION

Pledges were led by Neal Bess Jr.

Invocation given by Attorney Stevenson.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

No citizen comments.

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 at 4:06 PM.

1. Deliberation of 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; Water & Wastewater Operator
2. Deliberation of 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; Interim City Manager
3. Deliberation of 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

OPEN SESSION

The City Council will now adjourn Executive Session, reconvene into Open Session at 5:15 PM pursuant to the Provisions of Chapter 551 Texas Government Code and take action, if any, on item(s) discussed during Closed Executive Session.

4. Action, if any, on item discussed during Closed Executive Session pursuant to Section 551.074 of the Texas Government Code; Deliberations Regarding Personnel Matters; Water & Wastewater Operator

No action.

5. Action, if any, on item discussed during Closed Executive Session pursuant to Section 551.074 of the Texas Government Code; Deliberations Regarding Personnel Matters; Interim City Manager

No action.

6. Action, if any, on Item discussed during Closed Executive Session pursuant to Section 551.074 of the Texas Government Code; Deliberations Regarding Personnel Matters; Director of Public Works

No action.

REGULAR AGENDA

7. Discussion and possible action to budgetary needs pursuant to any possible action from Executive Session items and/or generalized staffing or contractual changes.

Mayor asked for a motion to table to next meeting. Neal Bess Jr. stated so moved. Seconded by Shaun Massey. All in favor. Motion carried.

8. Discussion and possible action on an after-hours answering service.
Currently after-hours calls go to the sheriff's office; if it is a public works call, it is getting pushed back due to other urgent emergencies. Opinion that it would be best and recommending Public Works calls to go directly to an answering service.

Shaun Massey motioned to have David to check in with current system that we have and get with Windstream to forward over to Public Works. Seconded by Brian Brooks.

Discussion: Neal Bess Jr. stated to put Public Works on call cell phone out for weekends. All in favor. Motion carried.

Reese Cook asked if the prior item would bypass the Fire Department from responding to calls. No legal requirement for Fire Department to respond to gas leaks, but it is best practice. Should be a procedural change in house.

Attorney Stevenson left the meeting at 5:33 pm.

9. Discussion and possible action on proposed amendments to the adopted fee schedule and correlating procedural changes pursuant to proposed amendments.

Reese Cook moved we approve these changes to the City's adopted fee schedule as presented for draft of ordinance, to be adopted at the following meeting. Neal Bess Jr. seconded. All in favor. Motion carried.

ITEMS OF COMMUNITY INTEREST

Neal Bess Jr. stated he attended the hospital board meeting recently and they are to open 02/06/25. No project manager at meeting. Gulf Coast Transit Board and TxDot are looking to bring GCT to Sweeny and Brazoria.

Reese Cook stated on Saturday is the 2nd annual alumni soccer game. Sunday, the Sweeny Little League is having day a day at the park, including vendors and open registration. Christmas in the Park was good last weekend.

Brian Brooks stated after the EDC meeting Monday, they will be moving forward at the Industrial Park for electrical in hopes to start increasing sales taxes.

Reese Cook stated Kenneth Lott had contacted him regarding the Stewarts building. We need a grocery store and could reach out to Heb or Brookshire Brothers. May be beneficial for the Mayor to send out letter requesting.

Brian Brooks added that previously Lowes Food Store had interest in both stores. Maybe the EDC could contact Lowes Grocery Store.

Mayor stated he has sent emails to Michocana, but hasn't heard back yet. The Food Pantry recently had their soft opening and plan to open in January. That will help some in need with groceries.

David Jordan stated it has been a busy week with lots of things in the works. Working on ideas for Industrial Park sewer, ideas for Stewarts, and moving forward the best we can.

ADJOURN REGULAR SESSION

Mayor adjourned the meeting at 5:54 PM.

Employees in attendance:
Interim City Manager, David Jordan

Public Works Director, Terrence Bell
City Secretary, Kaydi Smith

Passed and approved this _____ day of _____, 2025.

Kaydi Smith, City Secretary

CITY COUNCIL SPECIAL MEETING COUNCIL WORKSHOP

Item 3.

Tuesday, December 17, 2024 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 met in **Special Session** on **Tuesday, December 17, 2024 at 4:00 PM.** at City Hall, 102 W. Ashley Wilson Rd, Sweeny, Texas with the following agenda.

CALL TO ORDER/ROLL CALL

Neal Bess Jr., Brian Brooks, and Shaun Massey were in attendance. Reese Cook and John Rambo were absent.

COUNCIL WORKSHOP

1. Sidewalk Fund
Discussion Only.

2. Utility Billing Policy
Discussion Only.

3. Donations on Utility Bills
Discussion Only.

4. Debris Contracts or Agreements
Discussion Only

ADJOURN REGULAR SESSION

Mayor Hopkins adjourned the Workshop at 4:51PM.

Staff and Affiliates Present:
David Jordan, Interim City Manager
Karla Wilson, Finance and Personnel Director
Terrence Bell, Director of Public Works

Kaydi Smith, City Secretary

Passed and approved this _____ day of _____, 2025.

Kaydi Smith, City Secretary

CITY COUNCIL MEETING REGULAR SESSION

Item 3.

Tuesday, December 17, 2024 at 6:00 PM

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

MINUTES

BE IT KNOWN that the City Council of the City of Sweeny met in **Regular Session** on **Tuesday, December 17, 2024 at 6:00 PM.** at City Hall, 102 W. Ashley Wilson Rd, Sweeny, Texas with the following agenda.

CALL TO ORDER/ROLL CALL

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

PLEDGES & INVOCATION

Pledges were led by Councilman Massey.
Invocation was given by Attorney Stevenson.

CEREMONIAL PRESENTATIONS

1. Sweeny Beautification Committee's Yard of the Month
Mayor Hopkins stated November's Yard of the Month was Mildren Handy at 315 Harlem.

2. Proclamation(s): Stewart's Grocery; Dwain & Tina Stewart
Sweeny Fire Chief; Roger Barton

Mayor Hopkins presented proclamations to Dwain and Tina Stewart of Stewarts Grocery and Sweeny Fire Chief Roger Barton. Sweeny Fire & Rescue presented Chief Barton with a retirement gift.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

John Richers of the Drainage District approached Council stating the letter of no objection has been approved for 605 N Main. The Drainage District has not been the holdup on this project. They have turned it around quickly with conditions and requirements to be completed. He will be available 24/7 to assist.

Leigh Ann Thornton, 702 Ave B, spoke to Council about the animal shelter. The shelter is full and out of room. She has received donated contract work. The winter is coming and she wants to make this a priority with urgency.

CONSENT AGENDA

3. Minutes: Regular Session, November 19, 2024

Mayor Hopkins asked for a motion to approve the minutes of the Regular Session, November 19th, 2024. Neal Bess Jr. stated so moved. Shaun Massey seconded. All in favor. Motion carried.

4. Financial Statements

5. Personnel Status/Vacancies

6. Project Status Report

7. Critical Equipment Report; Generator Hourly Activated Self-Test Report

8. Gas Compliance Update

REGULAR AGENDA

9. Discussion and possible action to allow an Eagle Project to be constructed at Backyard Park and MLK Park; Parks & Recreation Board & Thomas Paniagua

Cerrington Massey, President of the Parks & Recreation Board, approached Council stating their board approved the sandboxes to be built at the parks.

Mayor Hopkins asked for a motion to approve the Eagle Project to be constructed at Backyard Park and MLK Park consisting of sandboxes and benches. Neal Bess Jr. stated so moved. Brian Brooks seconded. All in favor. Motion carried.

10. Discussion and possible action to allow P66 to hold event within the Backyard Park on April 26, 2025; Russell Thompson

Russell Thompson of P66 approached Council about holding a fundraiser for BACA to support kids of domestic violence and abuse. He is requesting usage of the Backyard Park on April 26, 2024 and is expecting 300 to 400 people. Kids would eat free, there would be vendors for food, and a car show. Security will be needed from our local police department.

This is the weekend before Pride Day and there may be setup conflicts. Stewarts Grocery has agreed to allow them to use their parking lot for the event.

No action; discussion only.

11. Discussion and possible action to agenda request received for allowance of Project Graduation's Annual Senior Bonfire, granting a variance to Ordinance §92.01 of the City's Code of Ordinances; Woodrow Tolley

Woodrow Tolley of project graduation approached Council requesting an additional date to hold the bonfire due to a prior scheduling conflict. He has submitted a list of proposed dates as they are still trying to determine. They are moving the bonfire to a Saturday to avoid conflicts during the school week. Mayor Hopkins asked for a motion to approve the variance to Ordinance 92.01, allowing Project Graduation to hold one requested annual Senior's Bonfire on SISD property, as per the requested dates proposed, subject to a burn ban in effect, and to follow all Fire Department and Fire Marshal regulations with submittals for approvals to the respective agencies, and to notify the City of the selected date prior too. Shuan Massey stated so moved. Neal Bess Jr. seconded. All in favor. Motion carried.

12. Discussion and possible action to agenda request for variances to the Zoning Ordinance, Exhibit A, Section 110-69 and Chapter 150 of the City's Code of Ordinances, Building Regulations; Construction; Jennifer Johnson

Jayla Johnson, Jennifer Johnson's daughter, approached Council. She has moved back to Sweeny and wants to request a variance to live within a tiny home at the address of 102 Travis Street. She is asking for a variance to the building codes and zoning ordinance.

Shaun Massey motioned to approve the variance pending supplied engineer drawings for the foundation and bring back to Kaydi. Neal Bess Jr. seconded.

Discussion: Mr. Jordan asked if the motion is pertaining to the foundation on the existing building or full compliance of the 800 sq. ft. Yes, full, meeting minimum compliance of the full code stated Massey.

Massey amended his motion for a variance to the building code and foundation, to a total of 800 sq. ft., upon providing engineered drawings for the attachment of the portable building, for the windstorm and foundation. Neal Bess Jr. seconded. All in favor. Motion carried.

13. Discussion and possible action to Waste Connections annual contractual CPI and fuel increase.

Zachary Ryan of Waste Connections approached Council and explained the annual contractual CPI and fuel increase. Councilman Massey questioned residential pickup issues and complaints. Mr. Ryan stated that Waste Connections strives to be good at their job and tries to respond to reported issues within 24 hours.

Mayor Hopkins asked for a motion to accept a rate adjustment, effective January 1, 2025, of 3.8% to reflect an annual CPI increase and 1.41% to reflect an annual fuel cost increase for a total increase of

5.21% to our current residential and commercial garbage rates as billed by Waste Connections, with proportionate increases to City customer garbage billing rates. Brian Brooks stated so moved. Neal Bess Jr. seconded. Brian Brooks and Neal Bess Jr. were in favor. Shaun Massey opposed. Motion carried.

14. Discussion and possible action to requested variance to Ordinance §156.018 A(4)(d) for Illuminated Signage at 305 N McKinney; Sweeny Community Hospital

Kari Schroeter of Sweeny Hospital approached Council requesting a variance for illuminated signage at the Sweeny Hospital Emergency Room. The signage is for identification purposes required by the State and will be reflecting towards Ross Street, in which requires a variance.

Mr. Jordan stated it is our opinion to approve, to stay within compliance of our ordinance and to allow the hospital to stay in compliance with the Texas Administrative Code. Attorney Stevenson stated the Council may only approve if it makes affirmative findings reflected in the minutes as to all the following: it will not authorize a type of sign which is specifically prohibited by this subchapter, is not contrary to the goals and objectives outlined by the City's comprehensive plan, is not contrary to the public interest, due to special conditions a literal enforcement of the ordinance would result in unnecessary hardship, and the spirit and purpose of the ordinance will be observed, and substantial justice will be done.

Neal Bess Jr. stated so moved to allow the variance and the affirmative findings as read by Attorney Stevenson. Brian Brooks seconded. All in favor. Motion carried.

15. Discussion and possible action for needs of completion of project at 605 N Main.

Sohil "Sam" Maredia of 605 N Main approached Council with his new plans for drainage mitigation. The plans have been approved by Txdot and the Drainage District. He is awaiting the permit extension from Txdot before proceeding. PT Brunner added that Sam would like to pull the City permit once the extension is granted by TxDot. Upon final permitting, he estimates the construction should take approximately three weeks to complete.

Shaun Massey moved to approve the drawings approved by the Drainage District and the State for 605 N Main. Brian Brooks seconded.

Discussion: Mr. Jordan stated the City has received the letter from Txdot showing the plans have been approved, the owner is only waiting on the extension permit to work within TxDot right of way. He would be able to start construction on everything else, just not within the TxDot right of way. All in favor. Motion carried.

16. Discussion and possible action on re-plat of 2.2974 acres within the Extra Territorial Jurisdiction (ETJ).

Mayor Hopkins asked for a motion to approve the replat of 2.2974 acres located within the City of Sweeny's Extra Territorial Jurisdiction (ETJ). Neal Bess Jr. stated so moved. Shaun Massey seconded. All in favor. Motion carried.

17. Discussion and possible action to approve Resolution 24-118 designating official bank signatories of the Sweeny Beautification Committee.

Shaun Massey moved to approve Resolution 24-118 designating official bank signatories of the Sweeny Beautification Committee. Neal Bess Jr. seconded. All in favor. Motion carried.

18. Discussion and possible action to agenda request regarding 1007 Mac Drive; proposed demolition of home and entering into a contract with the property owner for reimbursement of services; Councilman John Rambo

Shaun Massey moved to table. Neal Bess Jr. seconded. All in favor. Motion carried.

19. Discussion and possible action to resubmittal of application for TxDOT Transportation Alternatives 2025 Call for Projects Update.

Staff gave updates on moving forward. Reducing the scope for resubmittal would require additional engineering. Based off of prior conversations within the previous workshop, Council discussed using funds to repair existing sidewalks with current funds.

No action; discussion only.

20. Discussion and possible action on update to the Texas Water Development Board (TWDB) State Fiscal Year 2025 Drinking Water State Revolving Fund (DWSRF) application invitation for intent to apply.

Staff gave updates on moving forward, financing, engineering, required documents for full submittal of the application, and time constraints.

Neal Bess Jr. moved to stop the development of the TWDB grant. Brian Brooks seconded. All in favor. Motion carried.

21. Discussion and possible action to the Brazoria County Cities Association (BCCA) membership, participation, and hosting duties.

No action; discussion only.

22. Discussion and possible action to proposed utility billing policy.

Shaun Massey moved to approve the proposed utility billing policy with reflective changes. Neal Bess Jr. seconded. All in favor. Motion carried.

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 at 7:07 PM:

23. Deliberation of 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; City Manager.

OPEN SESSION

The City Council will now adjourn Executive Session, reconvene into Open Session 7:15 PM pursuant to the Provisions of Chapter 551 Texas Government Code and take action, if any, on item(s) discussed during Closed Executive Session.

24. Discussion and possible action, if any, on item discussed during Closed Executive Session pursuant to Section 551.074 of the Texas Government Code, to appoint City Manager and action related thereto.

Shaun Massey stated, I approve a motion for David Jordan as the permanent City Manager, at a salary of \$80,000.00, not required to immediately move to the City of Sweeny, and he will remain, his health care, under his wife's policy, and will have all other City of Sweeny benefits. Neal Bess Jr. seconded. All in favor. Motion carried.

ITEMS OF COMMUNITY INTEREST

Shaun Massey wished everyone a Merry Christmas.

David Jordan thanked Council for their confidence, and he looks forward to serving for a good while. He feels we can accomplish quite a bit moving forward.

Chief Caudle stated that they have Blue Santa coming up on Sunday from 12-1 PM at the Fire Station. They have approximately 50 kids and 15 families.

ADJOURN REGULAR SESSION

Mayor adjourned the meeting at 7:18 PM.

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

Staff and Affiliates Present:
David Jordan, City Manager
Brad Caudle, Police Chief
Karla Wilson, Finance and Personnel Director
Terrence Bell, Director of Public Works
RC Stevenson, City Attorney
Kaydi Smith, City Secretary

Passed and approved this _____ day of _____, 2025.

Kaydi Smith, City Secretary



AGENDA MEMO

Business of the City Council City of Sweeny, Texas

Item 5.

Meeting Date	01/21/2025	Agenda Items	
Approved by City Manager		Presenter(s)	Karla Wilson
Reviewed by City Attorney		Department	Personnel
Subject	Personnel Status – Information Only		
Council Strategic Goals			
Attachments / Supporting documents			
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

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



AGENDA MEMO

Business of the City Council

City of Sweeny, Texas

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

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

Recommended Action

Information only; no recommended action.

Sweeny Capital Projects updates

January 15, 2025

Main Street Water Project: All of the main lines have been installed. The task to connect them to the existing system has started along with installing the service connections. Completion on this project is expected to be late January or early February depending on weather issues.

Ave A sewer project: The sewer project is moving along at a slower pace than expected but is still on schedule. The projected completion is still 12 months out for this project. Efforts are being made to allow traffic to flow with as little disruption as possible, This is very difficult due the line being in the street and the streets being narrow already.

During my time in the City Managers chair and having staff clean up buildings, we have located materials that were purchased in the past for smaller in house projects. We will be moving forward to complete these projects. Included are lighting issues at the parks.

Sweeny Gas Compliance update

January 16, 2025

The Public Works Staff has been working on some new leaks that have developed in the system this month. Some of these will count against our replacement of system components.

The staff also participated in 2 major Railroad Commission audits in December. The first was a review of the Operations, Maintenance and Emergency plan manual. There were several issues pointed out and we are rewriting the areas of concerns. This manual was written by a retired Railroad Commission employee, so I had not spent much time reviewing it prior to the visit.

The second Audit was over operations and field work. The issues pointed out during this audit relate back to the previous audit and are being addressed even though we have not received the official notification on either audit.

Tuesday the staff participated in our annual insurance review audit for TML. This audit worked out to our favor. The auditor is a retired pipeline operator out of Corpus and in his review of records and the recent audits from the Railroad Commission, he questioned some of the alleged violations from the Railroad Commission. In his opinion some of what we are being requested does not even apply to our system and should not be required. He will be contacting the Commission on our behalf for detailed clarifications and explanations.

As of right now we are still in compliance.



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 9.

QUARTERLY REPORT

October 1, 2024 to December 31, 2024

1. Sweeny's 2024 Blue Santa wrapped up on December 22. This year with the help of Randy Miller and the Phillips 66 group, volunteers who adopted families, Sweeny Fire and Rescue and the Sweeny Police Department, we assisted around 30 families which equaled to around 60 children.
2. On November 15, 2024, we had a shooting located at 300 Silverleaf which was originally reported as a suicide. From the start things didn't add up and it quickly changed from a suicide to a death investigation with suspicious circumstances. As this case has progressed, all indicators are that we will be directing filing, at minimum, a charge reflective to that of a person who acted recklessly or with criminal negligence and it caused the death of another.
3. As a result of aggressive narcotic enforcement, we have two vehicles going through the seizure process. Hopes are we get at least one of the two. The DA's Office determines what they are willing to fight for.



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Item 9.

2024 PATROL PRODUCTIVITY REPORT

Officer	Shifts Worked	Total Miles	Calls for Service	Reports	Citations	Warnings	Total Traffic Stops	Crash Reports	Arrests
OFFICER HARRIS	13	700	60	7	1	4	5	0	2
OFFICER SMITH	75	5,152	273	12	38	98	136	2	1
OFFICER CRUZ	118	5,679	459	13	42	81	123	2	7
OFFICER SCALES	118	10,210	530	54	12	44	56	7	8
K9 OFFICER REYES	125	9,577	462	54	38	158	196	3	14
K9 CPL FERREL	170	10,850	512	111	182	452	634	3	88
OFFICER PENA	178	15,631	776	67	112	224	336	9	11
TOTAL PD STATS	797	57,799	3,072	318	425	1,061	1,486	26	131

- **Yellow** is highest number in that category for 2024.
- **Red** is the total patrol stats of 2024.

“YOUR POLICE...OUR COMMUNITY”



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Item 9.

SWEENY POLICE DEPARTMENT QUARTERLY ACTIVITY SUMMARY

October 1, 2024 – December 31, 2024

ACTIVITY

CALLS FOR SERVICE	748
AGENCY ASSIST	
CASES	59
TRAFFIC CITATIONS	109
TRAFFIC WARNINGS	262
TRAFFIC CRASHES	7
ARRESTS	24
MILEAGE	12477

CRIMINAL INVESTIGATIONS

MISLANIOUS	22
MISDEMEANOR	
SUPPLEMENTS	48
FELONY	7
CLEARED CASES	8
REPORT ONLY (DOA NATURAL)	0
CASES DIRECT FILED	0
CAC INTERVIEWS	2
CALL OUTS	11
ARSON INVESTIGATION	2

INTERNAL AFFAIRS

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

K9 Corporal M. Ferrel

3 Month Stat Sheet

10/01/2024-12/31/2024

- Total Traffic Stops - 131
- Total arrests made - 18
- Total arrests made from traffic stops - 13
- Total DWI arrests - 1
- Total traffic narcotic arrests - 6
- Total Warrant arrests made from traffic stops – 4
- Total non-traffic arrests - 2
- Total K9 Deployments - 6
- Total K9 contributing arrests – 3
- Total number of incident reports- 17
- Total # of vehicles seized- 2
- Total currency seized- \$2,800.00

K9 Corporal M. Ferrel
3 Month K9 Narcotic Weight Stat Sheet

10/01/2024-12/31/2024

- **Methamphetamine-** 6.5 grams
- **Crack/Cocaine-** 5.8 grams
- **Marijuana-** 35 grams
- **Fentanyl-**1.0 grams
- **Hydrocodone-** 0.5 grams
- **Amphetamines-** 17.9 grams
- **Xanax-** 8.2 grams
- **Pink Cocaine-**1.0 grams

K9 Officer Mario Reyes

3 Month Stat Sheet

10/01/2024-12/31/2024

- Total Traffic Stops - 92
- Total arrests made - 4
- Total arrests made from traffic stops - 2
- Total DWI arrests – 0
- Total traffic narcotic arrests - 2
- Total Warrant arrests made from traffic stops – 0
- Total non-traffic arrests - 2
- Total K9 Deployments - 1
- Total K9 contributing arrests – 1
- Total K9 Agency Assist- 1
- Total number of incident reports- 20

K9 Officer Mario Reyes
3 Month K9 Narcotic Weight Stat Sheet

10/01/2024-12/31/2024

- **Methamphetamine-** 1.7 grams
- **Crack/Cocaine-** 1.9 grams

Racial Profiling Report | Full

Item 9.

Agency Name: SWEENEY POLICE DEPT.
Reporting Date: 01/08/2025
TCOLE Agency Number: 039217

Chief Administrator: BRADLEY B. CAUDLE

Agency Contact Information:
Phone: (979) 548-3112
Email: bbcaudle@sweenytx.gov

Mailing Address:
123 N. OAK STREET
SWEENEY, TX 77480

This Agency filed a full report

SWEENEY POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the SWEENEY POLICE DEPT. from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the SWEENEY POLICE DEPT. if the individual believes that a peace officer employed by the SWEENEY POLICE DEPT. has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the SWEENEY POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the SWEENEY POLICE DEPT. policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The SWEENEY POLICE DEPT. has satisfied the statutory data audit requirements as prescribed in Article 2.133(c),

Code of Criminal Procedure during the reporting period.

Executed by: BRADLEY CAUDLE
Chief of Police

Date: 01/08/2025

Item 9.

Total stops: 1143

Street address or approximate location of the stop

City street	1127
US highway	0
County road	11
State highway	0
Private property or other	5

Was race or ethnicity known prior to stop?

Yes	5
No	1138

Race / Ethnicity

Alaska Native / American Indian	3
Asian / Pacific Islander	6
Black	214
White	705
Hispanic / Latino	215

Gender

Female	523
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	83
White	353
Hispanic / Latino	86
Male	620
Alaska Native / American Indian	3
Asian / Pacific Islander	5
Black	131
White	352
Hispanic / Latino	129

Reason for stop?

Violation of law	30
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	7
White	18

Hispanic / Latino	5
Preexisting knowledge	3
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	1
Moving traffic violation	809
Alaska Native / American Indian	1
Asian / Pacific Islander	6
Black	135
White	512
Hispanic / Latino	155
Vehicle traffic violation	301
Alaska Native / American Indian	2
Asian / Pacific Islander	0
Black	72
White	173
Hispanic / Latino	54
 Was a search conducted?	
Yes	94
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	28
White	52
Hispanic / Latino	13
No	1049
Alaska Native / American Indian	3
Asian / Pacific Islander	5
Black	186
White	653
Hispanic / Latino	202
 Reason for Search?	
Consent	42
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	10
White	25

Hispanic / Latino	6		
Contraband	2		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	2		
Probable	49		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	17		
White	27		
Hispanic / Latino	5		
Inventory	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Incident to arrest	1		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	1		
White	0		
Hispanic / Latino	0		
Was Contraband discovered?			
Yes	60	Did the finding result in arrest?	
		(total should equal previous column)	
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	0	Yes 0	No 0
Black	18	Yes 6	No 12
White	34	Yes 11	No 23
Hispanic / Latino	8	Yes 0	No 8
No	34		
Alaska Native / American Indian	0		
Asian / Pacific Islander	1		
Black	10		
White	18		
Hispanic / Latino	5		

Description of contraband

Item 9.

Drugs	43
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	15
White	24
Hispanic / Latino	4
Weapons	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	17
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	10
Hispanic / Latino	4
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Result of the stop	
Verbal warning	0

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Written warning	759
Alaska Native / American Indian	2
Asian / Pacific Islander	3
Black	140
White	482
Hispanic / Latino	132
Citation	360
Alaska Native / American Indian	1
Asian / Pacific Islander	3
Black	67
White	207
Hispanic / Latino	82
Written warning and arrest	8
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	4
White	4
Hispanic / Latino	0
Citation and arrest	14
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	10
Hispanic / Latino	1
Arrest	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	19
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	6
White	13
Hispanic / Latino	0
Violation of Traffic Law	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	1
Hispanic / Latino	0
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	3
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	1

Was physical force resulting in bodily injury used during stop?

Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	1143
Alaska Native / American Indian	3
Asian / Pacific Islander	6
Black	214
White	705
Hispanic / Latino	215

Number of complaints of racial profiling

Total 0
Resulted in disciplinary action 0
Did not result in disciplinary action 0

Item 9.

Comparative Analysis

Use TCOLE's auto generated analysis
Use Department's submitted analysis

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement



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 9.

Quarterly Humane Report 10/2024 - 12/2024

Animal Control Officer Rodger Larsen

Dog Calls- 123
Dogs Picked up by ACO- 30
Dogs Adopted- 4
Dogs Returned to Owner(s)- 30
Dogs that went to Rescue Shelters- 5
Dogs Euthanized- 0
Dogs in Animal Shelter- consistently full, average 10 per month

Cat Calls- 20
Cats Picked up by ACO- 5
Cats Adopted- 10
Cats Returned to Owner(s)- 2
Cats that went to Rescue Shelters- 3
Cats Euthanized- 2
Cats in Animal Shelter- 0

Miscellaneous Calls- 145
Call Outs- 20
Dog Bite Report/Follow-up- 2
Animal Cruelty Case- 2

TRAINING

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



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 9.

Code Enforcement Quarterly Report **10/2024- 12/2024**

Code Enforcement

Cases Started

Tall Grass- 30
Junk Yards- 4
Unsafe Structures- 4
Junk Vehicle- 3
Trash/Rubbish/Debris- 2

Total Cases- 30
Certified Letters Sent- 30

Cases Closed

Tall Grass- 25
Unsafe Structure- 3
Abandoned Sign- 1
Junk Yard- 2

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



Office of Public Works Update

Utilities

- **Water – Twenty-one (21) water leaks fixed; 8 contractor leaks fixed. A 2” main water line was replaced on Pecan Street due to water leak, 150 yds of new PVC pipe was installed with 4 new taps.**
- **Gas – Six (6) gas leaks fixed.**
- **Streets – Thirteen (13) potholes fixed, and 2 yield signs were fixed/replaced.**
- **Sewer – Nine (9) Sewer calls for sewer leaks. Lines were jetted and fixed. Four (4) of these calls were for Shari Lane.**
- **Dirty Water – Thirty-five (35) reports of dirty water. Lines were flushed until water came out clean.**
- **Permits – Five (5) permits. Inspections and permits completed.**

General

- **Water Samples – Lead & Copper Reports were emailed to Public Works on 12/20/24, results have been mailed to residents.**
- **Animal Services Building – Building is ready, has been cleaned out.**
- **PW Shop – Has been cleaned and will be ready for the new inventory system.**
- **Matula Matula – Moving forward and smoothly.**
- **JTM – progress is running smoothly**
- **Daniel Wright will be taking his Class C test as soon as he gets approval from TCEQ for his application.**
- **Calvie Brown Road – ran 150’ 2” gas main line for Apache and upcoming businesses to have access to gas utilities.**
- **Two (2) gas service lines were installed for upcoming generators at FM 1459 and FM 524.**
- **Gazebo Park – lights that were broken or not working are now fixed and working.**



CITY SECRETARY

1st Quarter FY 24/25; Spanning October 01- December 31, 2024

COUNCIL ITEMS

Council Meeting Agendas, Packets, Minutes	4
Ordinances passed	1
Resolutions passed	3
Proclamations/Certificates Generated	4
De-Annexation Completed	
Fee Schedule – Proposed/ Research	

GRANT &/OR REIMBURSEMENT OPPORTUNITIES

TDEM Cost Overrun Generated & Submitted; TDEM Quarterly Reporting Hurricane Beryl; FEMA Submittals, Uploads, Claim Requests; Letters Generated-3	7 Mtgs.
TWDB Meetings	2
TxDot Transportation Alternatives Meetings	2

ELECTIONS

2 Meetings Attended; Candidate Packets Completed/ Required Postings Completed
---1st Day to File is 01/15/2025

OTHER ITEMS

Public Information Requests Completed	24
Records Retention Working/ RCI labeling completed	100 boxes worked
Texas Attorney General PIR Completed; Sales Tax Allocations	
General Deposits Completed	11
Christmas Party Preparations & Setup	

COMMUNICATIONS

CTY Notifications	12
FB Notifications	32
Website Updates; Elections pages (2), Court Updates, EDC & SBC uploads, Newsfeed Updates, Calendar Updates for the new year, 2025 Upcoming Changes to department pages	220

DEVELOPMENTAL SERVICES

Permits Issued	89
Contractors Registered/ Fees Collected	19 / \$250.00
Total Fees Collected for Permitting- (Report Attached)	\$17,771.35
Licensed Inspections Completed	45
Commercial Plan Reviews	2
Commercial Projects in Progress	4
Residential New Construction in Progress (ground up)	8
Replats Completed	2
Variances Completed	4
Rezone Completion pursuant to Variances Granted	1



MUNICIPAL COURT

Tickets Processed	117
Number of Payments Received	84
Warrants Recalled	166
Warrants Issued	39
Cases Closed; Normal Operations	65
Total Amount Collected	\$15,470.88
Total Amount Retained by the City of the Collected this Quarter	\$9,365.08
Initial Appearance Hearings	6
Show Cause Hearings	3
Pre Trial Hearings	2
Animal Seizure Hearings	2
Cases Closed due to Retention Purge	317
Youth Diversion Plan Researched/Standing Order Completed; Implementation required by 01/01/25	
Joint Municipal Court Meeting with City of WC & City of Brazoria completed	
Court Security Meeting Held Jointly with PD, Prosecutor, & Administration	

GENERAL RENTALS

Community Center Rentals	15
Seniors Building Annual Renters Utilizing the Center (not including Actions)	9

Kaydi Smith

From: Sweeny Cheif [REDACTED]
Sent: Monday, January 13, 2025 1:52 PM
To: Kaydi Smith
Cc: Fire Marshal
Subject: Quarterly report

Kaydi,

Here is the quarterly report for Oct 1st through Dec 31st

I will have a better version next quarter currently I am in the process of getting access to our reporting system so I am having to pull the information out manually. Hopefully I will be able to attach the complete report next quarter.

Please let me know if you have any questions or need any more information.

Thank you

Response

Total calls-44

- Accidents-22
- Hazmat-5
- Medical -4
- Fire-4
- Canceled-3
- Utility Problem-3
- Smoke Investigation-1
- Alarm-1
- Bomb/Arson Threat-1

Training

27 Oct 07:00 - 27 Oct 2024 14:00

Event Type

Fire Field Training

District

Sweeny F&R

Personnel

- 9 Members Present

Details

Live Fire Training Evolutions at Sweeny Fire Field

12 Nov 19:00 - 12 Nov 2024 21:00

Event Type

Station Training

District

Sweeny F&R

Personnel

- 9 Members present

Details

truck checkoffs and preventive Maintenance

10 Dec 19:20 - 10 Dec 2024 21:00

Event Type

Station Training

District

Sweeny F&R

Personnel

- 11 Members present

Details

SCBA Checks

Public Relations

I currently do not have the head count for these events but we had members present in each one!

Christmas in the park

Blue and Red Santa

Adopt a family

Breakfast with Santa

Fire Prevention

Timothy Webb
Fire Chief
Sweeny Fire and Rescue



Sweeny Economic Development Corporation
Quarterly Profit and Loss Summary

October - December, 2024

Oct - Dec, 2024

Income	
Bank Interest	1,568.76
Sales Tax Income	35,828.37
Total Income	\$ 37,397.13
Gross Profit	\$ 37,397.13
Expenses	
Admin. Expense	
Medical Insurance	800.29
Office Supplies	821.36
Payroll Expense	75.00
Phone/Internet	41.68
Postage	14.60
Rent	420.00
Total Admin. Expense	\$ 2,172.93
Industrial Park	
Mowing	2,150.00
Loan Interest	
Expense	10,995.24
Payroll Expenses	
Taxes	621.43
Wages	8,123.32
Total Payroll	
Expenses	\$ 8,744.75
Total Expenses	\$ 24,062.92
Net Operating Income	\$ 13,334.21
Net Income	\$ 13,334.21

Sweeny Economic Development Corporation Balance Sheet

As of December 31, 2024

	Total
ASSETS	
Current Assets	
Bank Accounts	
Money Market Acct #1038451	500.54
Now Acct. #1038478	16,644.01
Petty Cash	3.26
TexPool	195,357.77
Total Bank Accounts	\$ 212,505.58
Other Current Assets	
Loan	8,325.00
Total Other Current Assets	\$ 8,325.00
Total Current Assets	\$ 220,830.58
Fixed Assets	
Industrial Park Property	1,409,473.67
Phase I	221,145.32
Phase II	112,325.67
Phase III	98,321.12
Phase IV	23,125.20
Total Industrial Park Property	\$ 1,864,390.98
Total Fixed Assets	\$ 1,864,390.98
TOTAL ASSETS	\$ 2,085,221.56
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Direct Deposit Payable	684.00
Payroll Liabilities	9,131.00
Federal Taxes (941/943/944)	-5,330.37
Medical	2,092.07
Total Payroll Liabilities	\$ 5,892.70
Total Other Current Liabilities	\$ 6,576.70
Total Current Liabilities	\$ 6,576.70
Long-Term Liabilities	
Southside Bank Loan	767,837.05
Total Long-Term Liabilities	\$ 767,837.05
Total Liabilities	\$ 774,413.75
Equity	
Opening Bal Equity	9,990.00
Retained Earnings	1,287,483.60
Net Income	13,334.21

Total Equity	\$	1,310,807.81
TOTAL LIABILITIES AND EQUITY	\$	2,085,221.56



Sweeny

Economic
Development
Corporation

Executive Director's

The following is a general summary of my activity. October

Administration: Continue working from home. Still trying to figure out QuickBooks and continue to look for assistance.

Networking/Meetings: Met with the Owner of Happy Face Daycare. They purchased the Old Dollar General and will be putting a daycare in there. They are interested in what kind of incentives EDC or the city can offer. Met with Brazosport Cares Bulldog Marketplace. They have made some changes to the building and are interested in knowing what the EDC could offer.

Industrial Park: Met with Kaydi and David to discuss the Industrial Park. Ask Trilogy to go ahead and start submitting drawings to get the ball rolling on that. They are working with Stark and his engineer and his drawings. Talked with them about the water tie in, electrical and sewer. Met with Stark about mowing bid.

Business Improvement/Incentive Applications/Block Grant:

Dairy Mart submitted a Block Grant. Hart's Automotive submitted a Block Grant. Equipment Share submitted an Incentive application for the industrial park.

The following is a general summary of my activity. November

Administration: Continue working from home. I have been taking QuickBooks tutorials. Sent all approved up to date EDC minutes to Kaydi to post on the website. Worked on Monday meetings agenda. Worked on end of the month and end of the year files. Sent a welcome letter to Brian and Neal. I started working on their EDC binders. Went to storage to pull Apache and P66 files.

Networking/Meetings: QuickBooks webinar – how to run reports to find errors in your QuickBooks. Keys to cleaning up mistakes.

Industrial Park: I spoke with Stark about progress on his building. He is waiting for electricity. I spoke to TNMP, and I must fill out an application in Power Clerk that requires drawings.

Business Improvement/Incentive Applications/Block Grant:

I spoke with Equipment Share and they want to move forward. He will schedule a meeting with me next week.

Hart's Automotive will move forward and provide a paid invoice for reimbursement when the work is done.

The following is a general summary of my activity. December

Administration: Continue working from home. Brittanie and I have been working on cleaning up QuickBooks. Getting ready for the audit that goes along with the city audit.

Networking/Meetings: Spoke with Stewart's about their performance agreement – they are getting paperwork on sales tax and how many employees together to report to the EDC board. I attended the Bulldog Market Grand Opening. Met with Nina Christie, realtor that will be handling the sale of Stewart's. I met with the students that will be working on the EDC Newsletter. Emails with David Jordan about sewer expansion.

Industrial Park: I spoke with Stark. He has completed mowing and will spray around certain areas to keep grass from growing. I have been speaking with Grant, the utility consultant working with TNMP on the electrical at the industrial park.

Business Improvement/Incentive Applications/Block Grant:



AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Meeting Date	01/21/2025	Agenda Items	
Approved by City Manager		Presenter(s)	Parks & Recreation Board
Reviewed by City Attorney		Department	Parks Department
Subject	Parks Report		

Parks Report

The parks have voted to move forward to complete these projects:

- LIGHTS AT MLK BASKETBALL COURT (NOTE POLE WAS DONATED BY CHEMICALS INCORPORATED)
- LIGHTS AT TJT MEMORIAL WALKING TRAIL (MLK PARK)
- BOULDERS TO PICKUP FROM WILD PEACH AND BE LOCATED AT EXA MAE KELLER PARK
- EAGLE SCOUT PROJECT FOR BOTH SANDBOXES TO BE INSTALL AT BACKYARD & MLK PARK
- SENDING OUT LETTERS TO FAMILY MEMEBERS OF WHO THE PARKS WAS NAME OF RECOGNITION SO WE CAN ORDER PLAQUES FOR THE PARKS
- STARTING TO RESEARCH FOR GRANTS FOR A NEW PAVILION FOR BACKYARD PARK AND REPLACING ELECTRICAL
- SBC PURCHASE A NEW LIGHT FOR CHICK ANDERSON PARK AND SHOULD BE INSTALL ED SHORTLY



AGENDA MEMO

Business of the City Council City of Sweeny, Texas

Meeting Date	01/21/2025	Agenda Items	
Approved by City Manager		Presenter(s)	Administration
Reviewed by City Attorney		Department	Administration; Strand Associates
Subject	Discussion and possible action to Amendment No. 2 and Task Order No. 25-01, pursuant to Agreement for Technical Services with City Engineers, Strand Associates, Inc.		
Attachments / Supporting documents	Amendment and Task Order; Prior Amendments		
Financial Information	Expenditure Required:		
	Amount Budgeted:		
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

The City is currently contracted with Strand Associates Inc for engineering services.

Task Order 25-01 is to update the on call services and support for the calendar year, to expire 12/2026. Previous expiration was 10/3/2024.

Compensation is an hourly rate + expense (as previous) with an estimated fee of \$15,000. In April of 2024, there was a requested increase due to the amount of services being provided.

Amendment No. 2 is to amend the overall Agreement for Technical Services, which could cover future task orders for other projects.

Recommended Action

To approve Amendment No. 2 and Task Order No. 25-01 pursuant to the Agreement for Technical Services with Strand Associates.



OWNER REVIEW

Strand Associates

Item 10.

1906 Niebuhr Street
Brenham, TX 77833
(P) 979 836 7937
www.strand.com

AMENDMENT NO. 2 TO AGREEMENT FOR TECHNICAL SERVICES

CITY OF SWEENEY
AND
STRAND ASSOCIATES, INC.®

This is Amendment No. 2 to the October 3, 2017, Agreement between City of Sweeny, Texas (OWNER), and Strand Associates, Inc.® (ENGINEER) for Technical Services.

Under **Schedule**, CHANGE seven years to “ten years.”

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF SWEENEY

DRAFT

NOT FOR SIGNATURE DRAFT

Joseph M. Bunker
Corporate Secretary

Date

David Jordan
City Manager

Date



OWNER REVIEW

Task Order No. 25-01
City of Sweeny, Texas (OWNER)
and Strand Associates, Inc.® (ENGINEER)
Pursuant to Agreement for Technical Services dated October 3, 2017

Project Information

Services Name: 2025-2026 On-Call Engineering Services

Services Description: On-Call Engineering Support

Scope of Services

ENGINEER will provide on-call general engineering support services to OWNER as directed and authorized by OWNER's Representative in writing, including responding to OWNER's engineering services needs. OWNER may request that ENGINEER establish a scope and fee for specific services for review and approval prior to starting services or may direct ENGINEER in writing to proceed with defined services without preset limits.

Authorization and Commitment

OWNER's Representative shall authorize services requested under **Scope of Services**. ENGINEER agrees to provide requested services upon receipt of authorization from OWNER via e-mail or letter prior to starting the requested services.

Compensation

OWNER shall compensate ENGINEER for Services under this Task Order on an hourly rate basis plus expenses an estimated fee of \$15,000.

Schedule

Services will begin upon execution of this Task Order, which is anticipated the week of January 6, 2025. Services are scheduled for completion on December 31, 2026.

TASK ORDER AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF SWEENY

DRAFT

DRAFT

Joseph M. Bunker
Corporate Secretary

Date

David Jordan
City Manager

Date



Strand Associates, Inc.®
1906 Niebuhr Street
Brenham, TX 77833
(P) 979.836.7937
www.strand.com

Amendment No. 1 to Task Order No. 22-01
City of Sweeny, Texas (OWNER)
and Strand Associates, Inc.® (ENGINEER)
Pursuant to Agreement for Technical Services dated October 3, 2017

This is Amendment No. 1 to the referenced Task Order.

Project Name: On-Call Engineering Services

Under **Compensation**, CHANGE \$10,000 to "\$20,000."

TASK ORDER AMENDMENT AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF SWEENY

DocuSigned by:

Joseph M. Bunker

4/30/2024

80EAD785B8E9D427
Joseph M. Bunker
Corporate Secretary

DocuSigned by:

Lindsay Koskiniemi

4/29/2024

CECF4F41FED7AEA
Lindsay Koskiniemi
City Manager



Strand Associates, Item 10.
1906 Niebuhr Street
Brenham, TX 77833
(P) 979.836.7937
www.strand.com

**AMENDMENT NO. 1 TO
AGREEMENT FOR TECHNICAL SERVICES**

**CITY OF SWEENY
AND
STRAND ASSOCIATES, INC.® (Formerly O'MALLEY STRAND ASSOCIATES, INC.®)**

This is Amendment No. 1 to the October 3, 2017, Agreement between City of Sweeny, Texas (OWNER) and Strand Associates, Inc.® (ENGINEER) for Technical Services.

Under **Schedule**, CHANGE two years to “seven years.”

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF SWEENY


Joseph M. Bunker
Corporate Secretary

Date

12/8/2022


Lindsay Koskineemi
City Manager

Date

11-29-2022



AGENDA MEMO

Business of the City Council City of Sweeny, Texas

Meeting Date	01/21/2025	Agenda Items	
Approved by City Manager		Presenter(s)	Administration
Reviewed by City Attorney		Department	Grants/ Projects
Subject	Discussion and possible action on the Pecan Street Water Line Replacement Project		
Strategic Goal	This meets the strategic goal of Government Sustainability by protecting the City's financial integrity and ensuring government transparency.		
Financial Information	Expenditure Required:		\$263,000.00
	Amount Budgeted:		\$0.00
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

Staff is requesting direction for the Pecan Street Water Line Replacement Project. This item was discussed at the 09/17/24 meeting with motion to suspend the project until 01/21/25.

This is a CDBG project with a total project cost of \$463,200.

CDBG has pledged \$200,000 in funds.

The City would be responsible for approximately \$263,000. The City has paid \$32,900 for engineering services on the project to date.

The City needs to determine if the project will be proceeding.

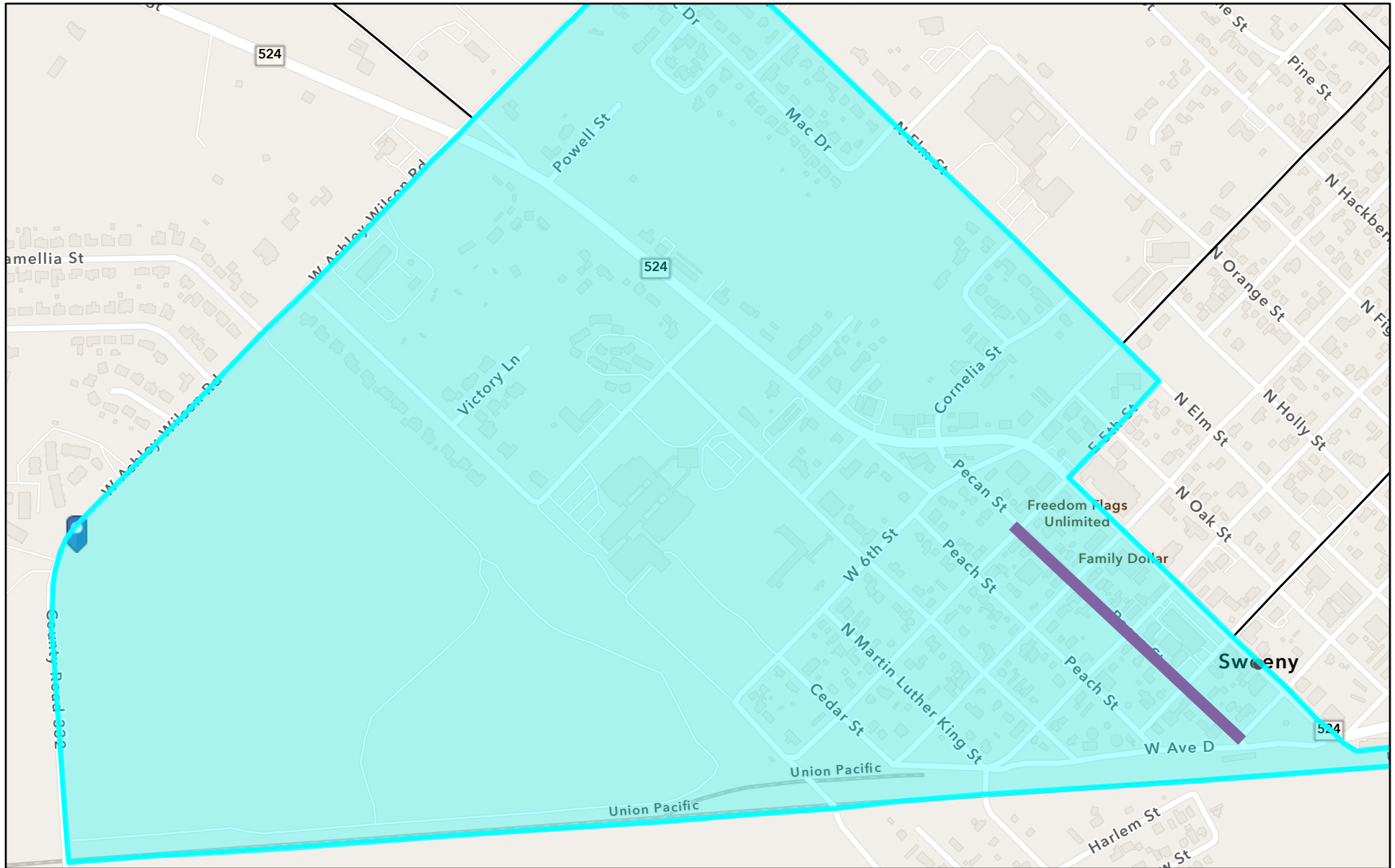
- If proceeding, how the City will provide for the funds to be paid. The project is at the stage to advertise to request bids for contractor award.
- If the City chooses to cancel the CDBG Project, the **City must repay costs paid by the grant, in the amount of \$6,985.77 by 02/28/2025.** Written notice of cancellation is required.
- If the project is cancelled and funds returned, they can work with the city to hold the \$200,000 grant open for a replacement project. **The City would need to identify a project no later than June 1, 2025 to utilize this funding.** As long as repayment is made, it will not reflect negatively on the City for future applications.
 - Road improvement is being reviewed as an alternative project, as CDBG grant funds may be used for materials to reconstruct roads.
 - Proposed replacement project is to be presented at the February Regular Council meeting.

Recommended Action

To cancel the Pecan Street Water Line Replacement Project, repaying the expended grant funds in the amount of \$6,985.77, and determine a possible replacement project by the required deadline.

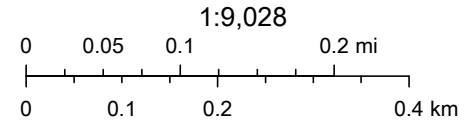
Low- and Moderate-Income Data, based on 2011-2015 ACS 5-year Estimates

Item 11.



10/4/2023, 11:17:48 AM

LMISD by Block Group



Esri Community Maps Contributors, Brazoria County, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin, Foursquare

U.S. Department of Housing and Urban Development, Web AppBuilder



Excellence in Engineering
Since 1946

Strand Associates,

Item 11.

1906 Niebuhr Street
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(P) 979.836.7937
www.strand.com

CITY OF SWEENY, TEXAS
PECAN STREET WATER MAIN REPLACEMENT
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST
STRAND PROJECT NO. 3920.033
October 18, 2023

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	TOTAL
1.	Mobilization.	1	LS	\$ 50,000.00	\$ 50,000.00
2.	6-Inch C-900 Polyvinyl Chloride (PVC) Water Main.	1,500	LF	\$ 78.00	\$ 117,000.00
3.	8-Inch Tapping Sleeve and Valve and Connect to the Existing Water Main.	2	EA	\$ 8,500.00	\$ 17,000.00
4.	6-Inch Tapping Sleeve and Valve and Connect to the Existing Water Main.	2	EA	\$ 6,000.00	\$ 12,000.00
5.	2-Inch Tapping Sleeve and Valve and Connect to the Existing Water Main.	2	EA	\$ 2,000.00	\$ 4,000.00
6.	Make Wet Connection to the Existing 2-Inch Water Main.	1	EA	\$ 2,500.00	\$ 2,500.00
7.	6-Inch Gate Valve and Valve Box.	2	EA	\$ 2,500.00	\$ 5,000.00
8.	Fire Hydrant Unit.	3	EA	\$ 8,500.00	\$ 25,500.00
9.	3/4-Inch Service Line.	3,120	LF	\$ 30.00	\$ 93,600.00
10.	Install Service Connection (Including Service Saddle, Corporation Stop, Meter Stop, and Connection) to the Existing Meter and Other Fittings.	78	EA	\$ 900.00	\$ 70,200.00
11.	Abandon the Existing Water Main.	1	LS	\$ 3,000.00	\$ 3,000.00
12.	Trench Safety.	100	LF	\$ 1.50	\$ 150.00
13.	Asphalt Pavement Repair.	1,000	LF	\$ 55.00	\$ 55,000.00
14.	Seeding and Restoration.	1	LS	\$ 3,250.00	\$ 3,250.00
15.	Traffic Control According to the Texas Manual on Uniform Traffic Control Devices (TMUTCD).	1	EA	\$ 5,000.00	\$ 5,000.00
TOTAL ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST:					\$ 463,200.00

William J. Huebner, P.E.
Strand Associates, Inc.® (TBPE No. F-8405)
1906 Niebuhr Street
Brenham, TX 77833





AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Meeting Date	01/21/2025	Agenda Item	
Approved by City Manager		Presenter(s)	Michelle Medina; SEDC Exec. Director
Reviewed by City Attorney		Department	SEDC
Subject	Discussion and possible action to update from EDC on the Industrial Park.		
Attachments			
Financial Information	Expenditure Required:		
	Amount Budgeted:		
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

Request was received for an update from Sweeny Economic Development Corporation on the Industrial park.

Recommended Action

Council Discretion



AGENDA MEMO

Business of the City Council

City of Sweeny, Texas

Meeting Date	01/21/2025	Agenda Item	
Approved by City Manager		Presenter(s)	Administration
Reviewed by City Attorney		Department	Administration
Subject	Discussion and possible action on issues regarding the animal shelter, up to, and including, abandoning the project.		
Attachments	Animal Shelter Prelim Drawing; Attorney Opinion; Minutes 03/19/24		
Financial Information	Expenditure Required:		
	Amount Budgeted:		
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

Discussions around the animal shelter including location, funding, and regulatory compliances.

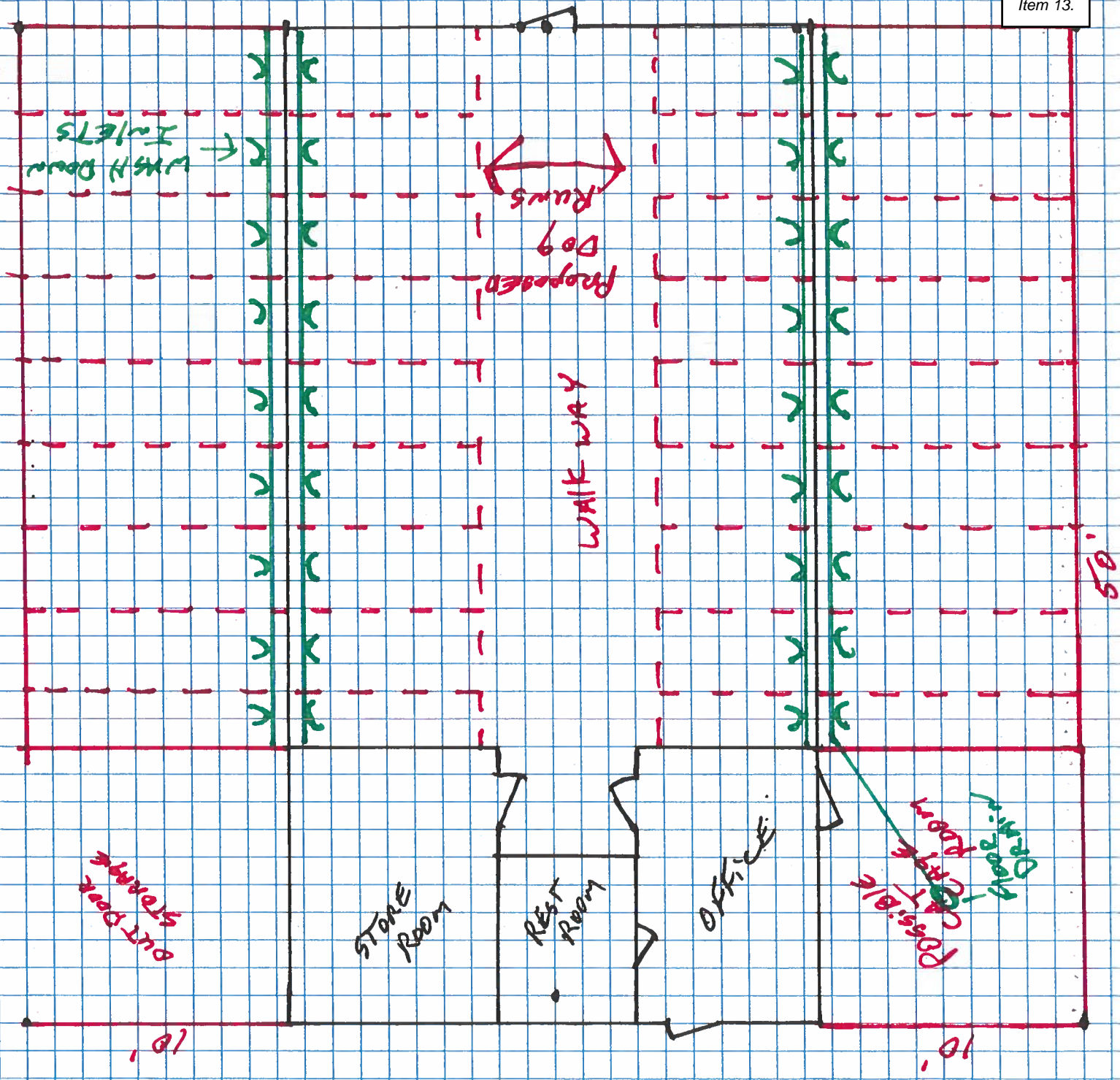
A preliminary drawing of the shelter is included along with attorney responses to impending questions related to the proposed.

Item has been requested to be placed on the agenda to allow the Council to vote on issues regarding the shelter, up to and including, abandoning the project if chosen.

Minutes of the March 19th, 2024 meeting are attached; Item no. 8 & 9.

Recommended Action

Council Discretion



PROPOSED ANIMAL SHELTER

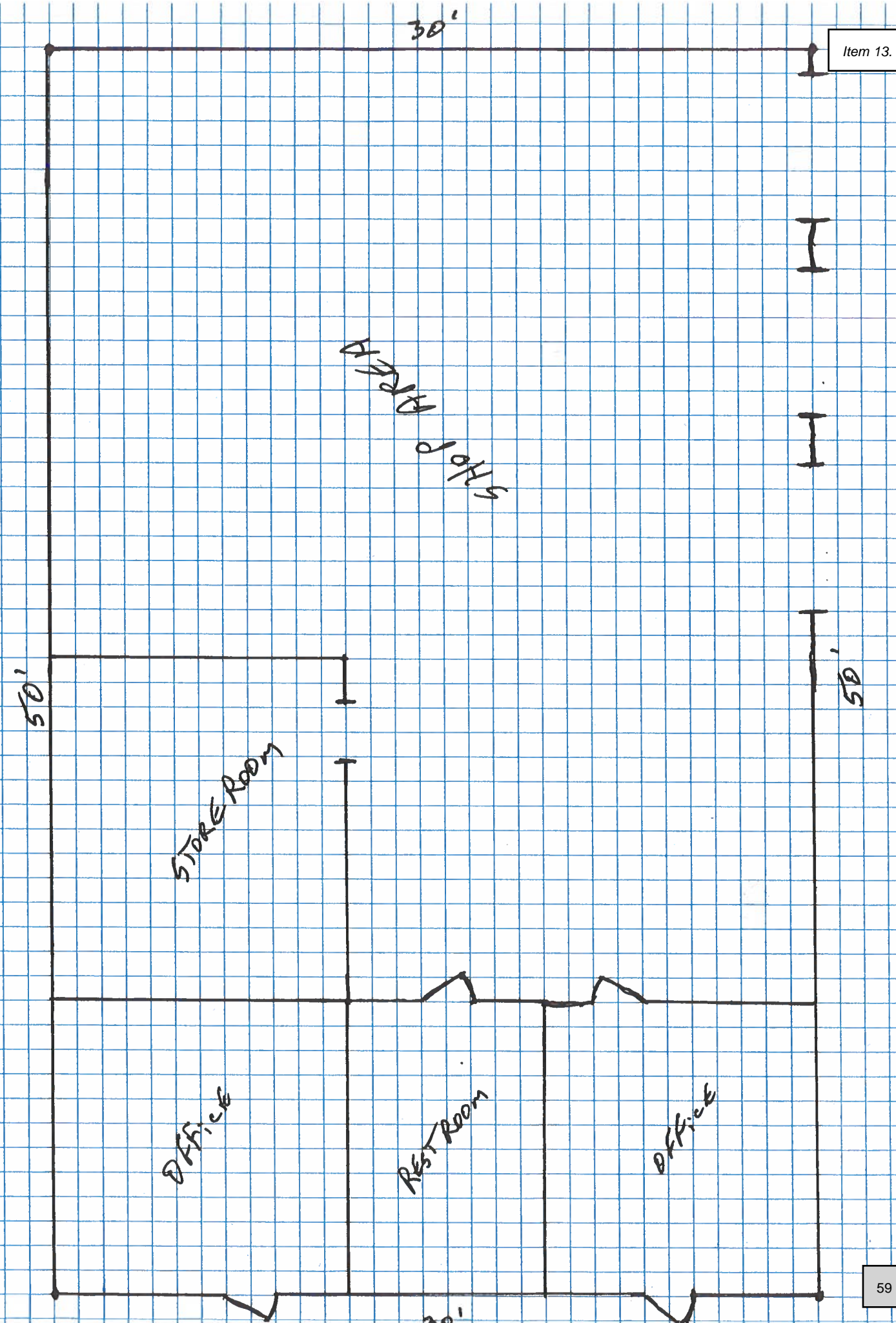
MANUAL DOOR PANEL BETWEEN INSIDE AND OUTSIDE RUNS

ACTUAL BUILDING AND RUNS SHOULD BE A MINIMUM OF 3 FT

OUTSIDE RUNS SHOULD HAVE A 6" LIP TO PREVENT RUN OFF.

TALL BLOCK WALLS WATER PROOFED TO PREVENT CROSS CONTAMINATION

Public works
Existing SHOP Building



Kaydi Smith

From: City Manager
Sent: Tuesday, January 14, 2025 11:32 AM
To: Kaydi Smith
Subject: FW: Animal Shelter Questions

From: Richard C. Stevenson [REDACTED]
Sent: Wednesday, January 8, 2025 3:34 PM
To: City Manager <citymanager@sweenytx.gov>
Subject: Re: Animal Shelter Questions

These are thorny questions.

First as far as the "new" shelter language, I believe at the time of the agreement, this would be a new structure and facility. I do not believe however, that this precludes the use of an existing structure, as long as that structure meets current animal shelter standards, as it would be a new shelter facility for the city. To proceed with an existing structure, we should probably obtain Thornton's specific agreement.

As to question 2, I really do not know what the council members were saying. But your expressed opinion is one I can agree on. The idea was to place the money in the account until plans and full funding were secured. If the City were to spend all or a portion of the funds without completing the new facility, that would be a mess. The design for the structure was not addressed, but that would probably be a city responsibility as it would be a city facility. I know you do not want to reopen this can of worms, but it might be necessary to get clarification from the council.

As far as question 3, as far as I know this organization is not officially associated with the city, other than the fact that the city is holding the funds for a specific purpose. Whatever role that this person or organization is playing concerning the shelter, should be pursuant to an agreement with the City. I believe you are right in your assessment.

Sent: Tuesday, January 07, 2025 at 4:13 PM
From: "City Manager" <citymanager@sweenytx.gov>
To: "rcstevenson" [REDACTED]
Cc: "Kaydi Smith" <kdsmith@sweenytx.gov>, "dusty@ [REDACTED]" "Brad Caudle" <bbcaudle@sweenytx.gov>
Subject: Animal Shelter Questions

Good after noon Charlie

The Mayor has requested that we place the Animal Shelter issue on our agenda this month to clear up some issues. I have some questions that I think I know the answers to but need your opinion also.

1. On May 2, 2024 a memorandum of agreement was signed by Ms. Thorton and Lindsay referencing a \$50,000 donation for the express purpose of building a new animal shelter for the City.

Item #4 in the agreement: City agrees to use funds donated pursuant to this agreement to Build a NEW City Animal Shelter at a new location from the present animal shelter in accordance with current animal shelter standards.

Question: Does this limit the use to total new construction or does renovation and addition to an existing structure fit the allowable use of the funds?

Item 13.

2. In the March 19, 2024 Council Meeting agenda item: Discussion and possible action to allow the City Manager to execute a contract for the acceptance of a donation in the amount of \$50,000.00 US Dollars for the sole purpose of improving the Sweeny Animal Shelter and request for approval of the proposed animal shelter improvements for inclusion into the City's adopted CIP.

The Motion was made by Councilman Cook and seconded by Councilman Brooks that the City enter an agreement to accept the donation in the amount of \$50,000.00 between the City of Sweeny and Leigh Ann Thorton and Authorize staff to open a dedicated Logic Investment Pool account for the entirety of the donation until the project is fully funded, and direct the city manager to budget for capital cost related to this project in subsequent fiscal years for approval by City Council. All present voted in favor. Councilmembers Morgan Jr. and Pettigrew were not in attendance.

Opinion: Reading this, it is my opinion that none of the \$50,000 is to be spent until such time that a new shelter is designed and cost estimates for the entire project are secured. Then and only then can the project move forward for construction and completion when fully funded.

No where can I find who is supposed to officially design the shelter. I have my opinions on the renovation of the current building but nothing approved by the Council.

3. It is my understanding that the organization involved is NOT an official organization of the City of Sweeny but an organization applying for a 501 C3 tax status. My question here is what legal right does this organization have to offer animals in the City's care for adoption and or foster care. To me that is a huge liability issue on the City without having some kind of contract for the animal welfare and or human care if something was to go wrong. Part of this issue also is the organization is using a social media platform under either Friends of the Sweeny Animal shelter or Benji's animal adoption barn. I am told the page is indicating that they are associated with the City of Sweeny when in fact they truly are not.

Question: How do we separate the two organizations but also work together?

Without an official agreement between the two parties, is it fair to say that the organization should not have access to the animal shelter without the Animal Control Officer being present?

Also should they be advertising on their social media pages animals that belong to the City Animal Shelter without some kind of written agreement between the two organizations?

I guess I am trying to compare this situation to what Lake Jackson and the SPCA have. Lake Jackson owns the facility and the SPCA is responsible for operations and maintenance and the care of the animals brought in. I also understand that the agreement between them will be changing as the SPCA builds their new facility.

While the care and welfare of these animals is a big concern for me, the City's liability is even a bigger concern moving forward.

I would love to have your opinion on this issue.

Item 13.

David Jordan

City Manager

City of Sweeny



CITY COUNCIL MEETING REGULAR SESSION

Tuesday, March 19, 2024 at 6:00 PM

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

MINUTES

BE IT KNOWN that the City Council of the City of Sweeny met in **Regular Session** on **Tuesday, March 19, 2024 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

Mayor Hopkins called the meeting to order at 6PM.

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

PLEDGES & INVOCATION

The pledges were led by Brian Brooks and the invocation was given by Reese Cook.

CEREMONIAL PRESENTATIONS

1. Sweeny Beautification's Yard of the Month: Marie Robinson

CITIZENS WISHING TO ADDRESS CITY COUNCIL

Neal Bess Jr. approached Council and the Mayor. He stated he listened to the prior joint meeting. He believes this is not the first time these issues have been presented. He believes we need to go to a General Law City. He does not feel we meet the requirements to be a Home Rule City as we currently are.

CONSENT AGENDA

2. Minutes: Regular Session, February 20, 2024 & Special Session, March 05, 2024
John Rambo motioned to approved the minutes of the Regular Session, February 20, 2024 and Special Session, March 05, 2024. Reese Cook seconded. All in favor. Motion carried.

3. Proclamations: Child Abuse Prevention Month, Fair Housing Month, & National Day of Prayer
Mayor stated the proclamations will be signed and posted at City Hall proclaiming April as Child Abuse Prevention Month and Fair Housing Month. Also proclaiming May 2nd as the National Day of Prayer.

4. Update on YTD emergency purchases for water and wastewater
City Manager stated that we have spent a lot of money for emergency repairs for water and wastewater in order to remain compliant in regulatory requirements. We haven't received many brown water calls lately. We have repaired our polyphosphate feed line and we are about 88% expended in that line item due to rehabbing wells. We are only 50% into our FY budget. We will need to pay \$18,000.00 for the wastewater treatment plant permit which is due in September. We will need to complete year end budget amendments. She feels we are now stabilized in both areas now. Council discussed the invoices within the packet and the WWTP permit and asked for Strand to be here for this at the next meeting or by phone for more information. City Manager congratulated the Public Works crew, as they are knocking out classes for the water and wastewater licensing. We are required to have a Class C Operator on staff before Inframark could be released. Updates are needed at the WWTP and City Manager stated that is within the Capital Improvement Plan.
Discussion/Update Only

5. Discussion and possible action on a request from City Manager to move the regularly schedule City Council meeting in April to an alternate date.

City Manager stated she will be out of town on the Regular Council meeting for April, 04/16/2024. She is requesting to move to Wednesday the 17th. Two Council members in the meeting will not be able to attend the requested. April 2nd is already scheduled for the Special Meeting to discuss the Capital Improvement Plan. Attorney Stevenson stated we would need to cancel the regular meeting. We could place on the April 2nd agenda to cancel or reschedule the regularly scheduled meeting 04/16/2024. City Manager stated we will have a large agenda if we were to add the Regular Meeting agenda items to the Special Meeting on 04/02. Mayor Hopkins stated they will make the call at the next meeting as an action item.

Discussion Only

REGULAR AGENDA

6. Discussion and possible action to pursue a grant through the General Land Office, Department of Community Development and Revitalization for the 2022 Resilient Communities Program and post a request for proposals for municipal planning services.

City Manager stated the gentleman that was to present this item is under the weather. This grant is to help communities with planning and zoning services up to \$300,000.00. This would include an RFP for professional services to complete the application process. Fees would come out of an awarded contract. This would help to establish land use planning, zoning ordinances, fire codes, and other community focused resiliency efforts. City Manager is asking for approval from Council to support staff advertising this RFP for a consultant to complete an application on behalf of Sweeny. There is no cost for a company to complete an application on our behalf. If awarded, the payment would come out of the award amount.

Reese Cook moved we approve staff's pursuit of a grant through the Texas General Land Office, Department of Community Development and Revitalization for the Resilient Communities Program and advertise a solicitation for municipal planning services related thereto. John Rambo seconded. All in favor. Motion carried.

7. Discussion and possible action on billing complaint from resident at 1621 Milian Circle

City Manager stated that after troubleshooting at 1621 Milian Circle, it was found that the meter was not adjusted to the size of the water line. The Utility Billing Manager has requested Council's approval for an adjustment of \$112.84. Karla Wilson, Finance Director, stated the service line diameter changed. The module was not recalculated to the new size of the service line. The register did not read the readings correctly for two months after the service line was changed. It has been corrected. Council discussed how the module and registers work and how they are programmed to the line size. The old register showed a continuous flow and the leak was never located. The service line was replaced. The meter stopped showing the continuous flow at that point. Vicki Milian approached Council requesting an adjustment and does not agree with the discussed dates and amounts of her bill. She took average of the previous overages and feels they are triple what would normally have been the average in her home. She was given an adjustment for October in the amount of \$94.68. The \$94.68 adjustment was when the leak was still going on.

Brian Brooks made the motion we refund \$246.00 and approve adjustment of \$246.00 to reflect on customers account. John Rambo seconded. All in favor. Motion carried.

8. Discussion and possible action to allow the City Manager to execute a contract for the acceptance of a donation in the amount of \$50,000.00 US Dollars for the sole purpose of improving the Sweeny Animal Shelter and request for approval of the proposed animal shelter improvement for inclusion into the City's adopted CIP.

City Manager stated that with Council's permission, she would like to ask Leigh Ann Thornton to kick things off and she will continue after that. Ms. Thornton was prepared to give a check from the fundraiser completed for the animal shelter. They sold 325 plates presale and raised \$25,000.00 from

the February fundraiser. They also held a raffle for an AR gun and established a Go Fund Me account. The Go Fund Me is just \$50.00 shy of \$14,000.00. She reached out to the community to help make this a top priority. She planned the fundraiser in three weeks and it was very successful. She has talked with Lindsay on ideas and the donation is all the money combined together. This will be a continued ongoing effort. She has \$50,000.00 to donate. City Manager added that she has worked with Attorney Stevenson and they have drawn up an agreement to execute. We will need to include this within the Capital Improvement Plan, as we don't have the budget for a shovel ready project. Repurposing the back shop at the Public Works department would make a nice home for the new Animal Shelter. To have the building insured, we have to have a windstorm engineered building and we would have to complete improvements for a full service shelter. City Manager feels inclusion into the Capital Improvement Plan should be our next move. Thornton asked for an 18 month project completion date, but we cannot complete that until we have a shovel ready project and budgeted amounts. If agreeable, we would accept the donation and invest in a high interest account with its own segregated fund. Thornton agreed to the investment but wants to make sure it is solely used for the animal shelter. Brooks confirmed this money is for a new facility--- not for use toward the existing. City Manager stated the current location is making it hard for adoptions and it is within the same property as our Wastewater Treatment Plant. Mayor asked Attorney Stevenson about entering the agreement, as it stated it can only be amended by Thornton and the City. Stevenson stated if something were to happen to Thornton, her estate would assume responsibility of the completion of the agreement. City Manager stated a creation of a board would be beneficial and she is proposing we treat it closely to the newly created CCPD. That would require a budget, segregated bank account, signatory authority, and this would also open it up to be an audited component of the City. Stevenson stated his understanding was it would be setup as a nonprofit corporation. Thornton stated the corporation nor the income tax is setup yet and it would take at least eight months. Agreement states accepted for rebuilding the city's animal shelter. Councilman Cook voiced his opposition to the proposed location as it is near residential homes and could be a noise issue. Councilman Brooks asked if it could be placed at the Industrial Park within the newly mixed zone. EDC would need to be brought into that conversation, as it is their property, and they can only help with certain types of projects. Any project of \$50,000.00 should be included in the Capital Improvement Plan. In kind donations and letters of commitment have been obtained for labor, hvac, and fencing. Thornton stated she does not want this kicked down the road and wants completed in 12 to 18 months. City Manager suggested adding to the utility bills as a donation for the Animal Shelter. Councilman Brooks brought up an agreement with surrounding cities or for EDC to help with the project and/or land. Council continued to discuss EDC's eligible opportunities in order to help. Mayor Hopkins stated he doesn't want to over commit or underperform and is trying to navigate those risks. Councilman Rambo thinks what she (Thornton) did is commendable, but can't agree to the proposed location due to proximity of residences. He has a list: roads, drainage, and water quality. The dog pound falls low on that list. Councilman Cook doesn't think we are in position to take the money as we can't confirm the location and he feels more planning is needed. He feels there is a lot more planning that needs to be done. Councilman Brooks doesn't mind accepting, but can't put a timeline on it, and feels something needs to be done. Finance Director suggested that we tie this item to the budget discussions.

Reese Cook moved we enter an agreement to accept the donation in the amount of \$50,000.00 between the City of Sweeny and Leigh Ann Thornton and Authorize staff to open a dedicated Logic Investment Pool account for the entirety of the donation until the project is fully funded, and direct the city manager to budget for capital costs related to this project in subsequent fiscal years for approval by City Council. Brooks Brooks seconded. All in favor. Motion carried.

Leigh Ann Thornton handed the City Manager the money order for \$50,000.00 and \$50.00 cash for the donation to the animal shelter. A photo opportunity was held with Thornton, Mayor Hopkins, and Police Chief Caudle to commemorate the donation.

9. Discussion and possible action to approve a resolution to accept a donation of \$50,000.00 in US Dollars from Leigh Ann Thornton, for the exclusive purpose of building a new animal shelter for the City of Sweeny.

Brian Brooks stated so moved to adopt a resolution to accept a donation of \$50,000.00 from Leigh Ann Thornton. Reese Cook seconded. All in favor. Motion carried.

9. Discussion and possible action to approve a resolution to open a separate bank account and authorize signatories for Animal Shelter donations.

City Manager stated we would need to open a separate bank account and authorize signatories for the donation of the segregated fund towards the animal shelter.

Brian Brooks moved to approve the resolution to open an Animal Shelter Fund bank account with First State Bank Louise in Sweeny, Texas and authorize staff to open a separate interest-bearing account for the Animal Shelter Improvement donations and name Brad Caudle, Karla Wilson, and Lindsay Koskiniemi as bank signatories. Reese Cook seconded. All in favor. Motion carried.

10. Updates to proposed changes to Ordinance Chapter 52; Drought Contingency Plan

City manager stated the drought contingency plan is required by TCEQ. It has not been updated in several years and the proposed are the new updates. She suggested to have the City Engineer back to discuss further and that Council should review and bring back any questions or comments to the engineer.

Discussion Only

12. Discussion and possible action to variance requests to the Zoning Ordinance Section 110, Exhibit A; 402 & 404 Pecan Street

Completed in the previous Joint Session with BOC and City Council.

13. Discussion and possible action to establish a Mixed Use Zone within the Zoning Ordinance, Section 110, Exhibit A

Completed in the previous Joint Session with BOC and City Council.

ITEMS OF COMMUNITY INTEREST

Reese Cook thanked Leigh Ann Thornton for her hard work and apologized for the time it took to discuss. He appreciates her hard work.

John Rambo gave kudos to Thornton as well. Rambo praised Beautifications yard of month, Ms. Robinson, on Kent Street. Her yard looks nice and he asked for referrals of those that take pride in their yards each month. Next Friday evening, Beautification will be hosting a Main Street Cleanup.

ADJOURN REGULAR SESSION

Mayor Hopkins adjourned the meeting at 7:39 PM.

Staff present:

City Manager, Lindsay Koskiniemi

Police Chief, Brad Caudle

Director of Public Works, Terrance Bell

Finance Director / Personnel Services, Karla Wilson

City Secretary/ Developmental Services, Kaydi Smith

Passed and approved this 23rd day of April, 2024.

Kaydi Smith

Kaydi Smith- City Secretary



AGENDA MEMO

Business of the City Council City of Sweeny, Texas

Meeting Date	01/21/2025	Agenda Items	
Approved by City Manager		Presenter(s)	Administration
Reviewed by City Attorney		Department	Administration; Strand Associates
Subject	Discussion and possible action to allow City Manager to sign an updated agreement with Government Capital Securities for municipal financial advisory services.		
Attachments / Supporting documents	Updated Municipal Advisor Agreement; 2016 Agreement		
Financial Information	Expenditure Required:		
	Amount Budgeted:		
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

Government Capital Securities Corporation is the City’s current financial advisors.

Our last agreement with Government Capital was in 2016. They are requesting a new updated agreement due to the time span since the last agreement was signed.

Government Capital would only be paid if the City enters into a bond in the future.

Agreement shall automatically renew for subsequent one year periods unless thirty days prior written notice to terminate is received.

Recommended Action

To allow City Manager to enter into an updated agreement with Government Capital Securities for municipal advisory services.



**GOVERNMENT CAPITAL
SECURITIES**

MUNICIPAL ADVISORY AGREEMENT

This Municipal Advisory Agreement is agreed upon this the _____ day of _____, 2025 by and between the CITY OF SWEENY (the "Client") and GOVERNMENT CAPITAL SECURITIES CORPORATION ("GCSC").

WHEREAS, the Client periodically desires to issue debt securities or related indebtedness ("Securities") and is in need of advice on such issuances;

WHEREAS, GCSC has advised a variety of governmental entities and maintains expertise in that area; and will have a fiduciary responsibility to the Client and

WHEREAS, the Client and GCSC desire to establish a relationship, which is terminable as provided herein, pursuant to which GCSC will advise the Client on the issuance of Securities, as well as provide advice pertaining to the structuring and sale of the Securities and other matters.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions referenced and exchanged herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, covenant and agree as follows:

1. Scope of Municipal Advisory Activities to be Performed. GCSC shall serve as the Client's Municipal Advisor for the issuance of the Client's Securities. Such advice can include, as applicable to the Securities to be issued, the following:

Assist in the selection of bond counsel and any other professional services entity in connection with the issuance of the Securities.

Advise as to the obligation structure, considering such factors as, terms, features, maturity amounts and dates, coupon rates, call features, reserve requirements, administrative costs, security features, credit enhancements, and other pertinent factors, and make recommendations to the Client with respect to the appropriateness and adequacy of the obligation structure and features.

Advise the Client generally on alternative financing and loan practices, structures, and programs.

Confer with bond and tax counsel concerning all necessary legal documents and proceedings and obtain their opinion relative to the compliance with limitations and constraints of federal tax regulations applicable to tax-exempt obligations.

Assist in the preparation of preliminary and final official statements, if requested.

Arrange for the purchase of escrow securities, if applicable.

Select a paying agent or trustee, as required, or an escrow agent to hold the escrow securities and make payments on bonds refunded, if applicable.

Meet with the Client and personnel to assist in explaining the Client's Securities, if requested.

Advise the Client of the prevailing bond market conditions and recommend the timing of any public sale or private placement of Securities.

Coordinate the preparation of materials for submission to rating agencies for municipal bond rating.

Attend the bond sale, review the bids received and provide recommendations to the Client and its governing board as to acceptance of a bid; and, if applicable, structure the refunding issue based on the bid accepted.

Assist in the preparation and filing of annual continuing disclosure reports, if applicable, with the MSRB.

Advise, assist, negotiate on behalf of, and make recommendations to the Client regarding the terms and pricing for the Client’s securities or other obligations with (a) state or national banks, (b) accredited investors, or (c) qualified institutional buyers.

Advise and assist in the preparation and filing of Arbitrage Rebate reports if needed.

Perform all other duties usually performed by a Municipal Advisor incidental to a financing program as may be requested by the Client. However, GCSC will NOT accept or hold “Good Faith” deposits to the Client provided by Underwriters.

2. **Independent Registered Municipal Advisor (“IRMA”).** If acting in the capacity of an Independent Registered Municipal Advisor (“IRMA”) with regard to the IRMA exemption of the SEC Rule, GCSC will review all third-party recommendations submitted to GCSC in writing by the Client.

3. **Compensation.** Issuer shall pay a fee for each issuance of Securities which shall be equal to or less than the fee schedule below, plus reasonable expenses to GCSC as compensation for advising the Issuer on the Issuance of Securities. Said payment will be due and payable upon the funding of said Securities. ⁱ

Government Capital Securities Fee Structure*					
(Based on total proceeds of issue)					
*Excludes TWDB, TCEQ, USDA transactions which will be 25% above the base rates below.					
From	\$0	to	\$1,000,000	fee is	\$15,000
From	\$1,000,001	to	\$3,000,000	fee is	\$15,000 + \$12.50 per \$1,000 over \$1,000,000
From	\$3,000,001	to	\$5,000,000	fee is	\$40,000 + \$11.00 per \$1,000 over \$3,000,000
From	\$5,000,001	to	\$10,000,000	fee is	\$62,000 + \$8.00 per \$1,000 over \$5,000,000
From	\$10,000,001	to	\$20,000,000	fee is	\$102,000 + \$7.00 per \$1,000 over \$10,000,000
From	\$20,000,001	to	\$30,000,000	fee is	\$172,000 + \$6.00 per \$1,000 over \$20,000,000
From	\$30,000,001	to	\$50,000,000	fee is	\$232,000 + \$5.00 per \$1,000 over \$30,000,000
From	\$50,000,001	to	\$100,000,000	fee is	\$332,000 + \$3.00 per \$1,000 over \$50,000,000

Other services:

MSRB Continuing Disclosure (if required) preparation & filing \$1,750 per year. House Bill 1378 preparation \$250 per year.



4. **Term of Engagement.** Client agrees to utilize GCSC as its Municipal Advisor for a period of one (1) year from and after the date of this Agreement or for such period of time until the aforementioned Securities have been successfully funded. It is understood that this agreement shall automatically renew for subsequent one (1) year periods of time. It is recognized that both the Client and GCSC possess the right to terminate this Agreement anytime with or without cause upon thirty (30) days' prior written notice.

5. **Fiduciary Duty.** GCSC is registered as a Municipal Advisor with the SEC and Municipal Securities Rulemaking Board ("MSRB"). As such, GCSC has a Fiduciary duty to the Client and must provide both a Duty of Care and a Duty of Loyalty that entails the following.

Duty of Care:

- a) exercise due care in performing its municipal advisory activities;
- b) possess the degree of knowledge and expertise needed to provide the Client with informed advice;
- c) make a reasonable inquiry as to the facts that are relevant to Client's determination as to whether to proceed with a course of action or that form the basis for any advice provided to Client; and
- d) undertake a reasonable investigation to determine that GCSC is not forming any recommendation on materially inaccurate or incomplete information; GCSC must have a reasonable basis for:
 - i. any advice provided to or on behalf of the Client;
 - ii. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the Client, any other party involved in the municipal securities transaction or financial product, or investors in Client's securities; and
 - iii. any information provided to the Client or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty:

GCSC must deal honestly and with the utmost good faith with the Client and act in Client's best interests without regard to the financial or other interests of GCSC. GCSC will eliminate or provide full and fair disclosure (included herein) to Client about each material conflict of interest (as applicable). GCSC will not engage in municipal advisory activities with Client as an financial entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in Client's best interests.

6. **Authority to Execute.** The individuals signing this Agreement on behalf of GCSC and the Client each represents and warrants that he or she is duly authorized to execute and deliver this Agreement on such party's behalf.

This Agreement is entered into on the date first written above.

CITY OF SWEENY

GOVERNMENT CAPITAL
SECURITIES CORPORATION



By: _____
Title: City Manager

By: _____
Title: President



ⁱ Required Disclosures:

Disclosure of Conflicts of Interest and Legal or Disciplinary Events

Pursuant to Municipal Securities Rulemaking Board (“MSRB”) Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients and potential clients which include, amongst other things, Conflicts of Interest and any Legal or Disciplinary events of GCSC and its associated persons.

Conflicts of Interest

Compensation

GCSC represents that in connection with the issuance of municipal securities, GCSC may receive compensation from a Client or Obligated Person for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, GCSC hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding GCSC’s ability to provide unbiased advice to enter into such transaction. The contingent fee arrangement creates an incentive for the firm to recommend unnecessary financings or financings that are disadvantageous to the Client, or to advise Client to increase the size of the issue. GCSC mitigates such conflict through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities to Client. This duty of loyalty obligates GCSC to deal honestly and with the utmost good faith with the Client and act in the Client’s best interests without regard to GCSC’s financial or other interests.

Other Municipal Advisor Relationships

GCSC serves a wide variety of other Clients that may from time to time have interests that could have a direct or indirect impact on the interests of another GCSC Client. For example, GCSC serves as municipal advisor to other municipal advisory Clients and, in such cases, owes a regulatory duty to such other Clients. These other Clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various Clients, GCSC could potentially face a conflict of interest arising from these competing Client interests. GCSC fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with all of its Clients. GCSC fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with Client receiving this disclosure.

GCSC does not engage in any fee-splitting arrangement involving GCSC and any provider of investments. GCSC as an administrative task and on behalf of the Issuer, will pay various participants involved in a municipal bond transaction from monies received from the Issuer. GCSC does not consider its administrative task for the Issuer to have any impediment to GCSC’s ability to render unbiased and competent advice or to fulfill its regulatory duty to its clients.

The fee paid to GCSC increases the cost of issuance to Client. The increased cost occurs from compensating GCSC for municipal advisory services provided.

If GCSC becomes aware of any additional potential or actual conflict of interest after this disclosure, GCSC will disclose the detailed information in writing to the Client or obligated person in a timely manner.

Legal or Disciplinary Events

GCSC does not have any legal events or disciplinary history on GCSC’s Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The Client may electronically access GCSC’s most recent Form MA and each most recent Form MA-I filed with the Commission at the following website: www.sec.gov/edgar/searchedgar/companysearch.html.

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC. If any material legal or regulatory action is brought against GCSC, GCSC will provide complete disclosure to the Client in detail allowing the Client to evaluate GCSC, its management and personnel.

Municipal Securities Rulemaking Board Rule G-10 Disclosure

Pursuant to Municipal Securities Rulemaking Board Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following:

- GCSC is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board.
- Within the Municipal Securities Rulemaking Board (“MSRB”) website at www.msrb.org, CLIENT may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.



Kaydi Smith

From: City Manager
Sent: Friday, January 10, 2025 3:14 PM
To: Kaydi Smith
Subject: FW: Happy New Year
Attachments: Sweeny, City of - FA Agreement.pdf; GCSC Municipal Advisor Agreement- City of Sweeny (January 2025).pdf

Does this need to go to council

From: Drew Whittington <dwhittington@govcapsecurities.com>
Sent: Friday, January 10, 2025 2:37 PM
To: David Jordan <djordan@sweenytx.gov>
Cc: Wade Thompson <wthompson@govcapsecurities.com>
Subject: Happy New Year

David,

Thank you for taking the time to visit with me today! Happy New Year to you, your family, and the City of Sweeny!

I've attached an updated Municipal Advisor Agreement and the 2016 Agreement as a reference. Every few years, we get an updated agreement to ensure we check all the regulatory boxes required by the SEC and FINRA. It's been a long time (9 years) since we received the last agreement for our files. Please sign and return at your earliest convenience.

We are currently the City's Financial Advisor, so the agreement is not required to go to the Council for approval. Also, we are not owed money by signing this agreement, nor does it require the City to start a bond. We will only be paid if the City enters into a bond in the future.

Both attached agreements state that the agreement is for a one-year term that automatically renews unless written notice is provided by either party.

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

Blessings,
Drew

Drew Whittington
 Vice President
 Government Capital Securities Corporation
 559 Silicon Dr., Suite 102
 Southlake, TX 760092
(817) 722-0243 Direct
(817) 229-9060 Mobile
(817) 856-2029 Text Only

NOTICE TO RECIPIENT | This e-mail is meant for only the intended recipient of the transmission and may be a communication privileged by law. If you received this e-mail in error, any review, use, dissemination, distribution, or copying of this e-mail is strictly prohibited. Please notify us immediately of the error by return e-mail, and please delete this message from your system.

Item 14.

NOTICE TO RECIPIENT | This e-mail is meant for only the intended recipient of the transmission, and may be a communication privileged by law. If you received this e-mail in error, any review, use, dissemination, distribution, or copying of this e-mail is strictly prohibited. Please notify us immediately of the error by return e-mail and please delete this message from your system. Wendy Dolan is a non-municipal advisor employee of Government Capital Securities Corporation. Wendy Dolan's name may appear in some municipal advisory e-mails for administrative purposes only.

8-30-16
enailed
(ck)



FINANCIAL ADVISORY AGREEMENT

This Financial Advisory Agreement is agreed upon this the _____ day of August , 2016, by and between the CITY OF SWEENY (the "Issuer") and GOVERNMENT CAPITAL SECURITIES CORPORATION ("GCSC").

WHEREAS, the Issuer periodically desires to issue debt securities or related indebtedness ("Securities") and is in need of advice on such issuances;

WHEREAS, GCSC has advised a variety of governmental entities and maintains expertise in that area; and will have a fiduciary responsibility to the Issuer; and

WHEREAS, the Issuer and GCSC desire to establish a relationship, which is terminable as provided herein, pursuant to which GCSC will advise the Issuer on the issuance of Securities, as well as provide advice pertaining to the structuring and sale of the Securities and other matters.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions referenced and exchanged herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, covenant and agree as follows:

1. Financial Advisory Services. GCSC shall serve as the Issuer's Financial Advisor for the issuance of the Issuer's Securities. Such advice can include, as applicable to the Securities to be issued, the following:

Assist in the selection of bond counsel and any other professional services entity in connection with the issuance of the Securities.

Advise as to the obligation structure, taking into account such factors as, terms, features, maturity amounts and dates, coupon rates, call features, reserve requirements, administrative costs, security features, credit enhancements and other pertinent factors, and make recommendations to the Issuer with respect to the appropriateness and adequacy of the obligation structure and features.

Advise the Issuer generally on alternative financing and loan practices, structures and programs.

Confer with bond and tax counsel concerning all necessary legal documents and proceedings, and obtain their opinion relative to the compliance with limitations and constraints of federal tax regulations applicable to tax-exempt obligations.

Assist in the preparation of preliminary and final official statements, if requested.

Arrange for purchase of escrow securities, if applicable.

Select a paying agent or trustee, as required, or an escrow agent to hold the escrow securities and make payments on bonds refunded, if applicable.

Meet with the Issuer and personnel to assist in explaining the Issuer's Securities, if requested.

Advise the Issuer of the prevailing bond market conditions and recommend timing of any public sale or private placement of Securities.

Coordinate the preparation of materials for submission to rating agencies for municipal bond rating.

On behalf of, and acting as financial advisor to, the Issuer, prepare and mail the offering document to investment bankers and commercial banks that bid on obligations similar to the Securities to be issued, and to insurance companies, pension funds, and other institutional buyers.

Attend the bond sale, review the bids received and provide recommendations to the Issuer and its governing board as to acceptance of a bid; and, if applicable, structure the refunding issue on the basis of the bid accepted.

Assist in the preparation and filing of annual continuing disclosure reports, if applicable, with the MSRB.

Advise, assist, negotiate on behalf of, and make recommendations to the Issuer regarding the terms and pricing for the Issuer's securities or other obligations with (a) state or national banks, (b) accredited investors, or (c) qualified institutional buyers.

Perform all other duties usually performed by a Financial Advisor incidental to a financing program as may be requested by the Issuer.

2. Compensation. Issuer shall pay a fee for each issuance of Securities in accordance with the attached fee schedule plus reasonable expenses to GCSC as compensation for advising the Issuer on the issuance of Securities. Said payment will be due and payable upon the funding of said Securities. ¹

3. Termination. Issuer agrees to utilize GCSC as its Financial Advisor for a period of one (1) year from and after the date of this Agreement or for such period of time until the aforementioned Securities have been successfully funded. It is understood that this agreement shall automatically renew for subsequent one (1) year periods of time. It is recognized that both the Issuer and GCSC possess the right to terminate this Agreement anytime with or without cause upon thirty (30) days' prior written notice.

4. Authority to Execute. The individuals signing this Agreement on behalf of GCSC and the Issuer each represents and warrants that he or she is duly authorized to execute and deliver this Agreement on such party's behalf.

This Agreement is entered into on the date first written above.

CITY OF SWEENY

GOVERNMENT CAPITAL SECURITIES CORPORATION

By: Candy King
Title: City Manager

[Signature]
By: _____
Title: President



Government Capital Securities Fee Structure						
From	\$0	to	\$1,000,000	fee is	\$15,000	base
From	\$1,000,001	to	\$3,000,000	fee is	\$12,500	per million issued
From	\$3,000,001	to	\$5,000,000	fee is	\$11,000	per million issued
From	\$5,000,001	to	\$10,000,000	fee is	\$8,000	per million issued
From	\$10,000,001	to	\$20,000,000	fee is	\$7,000	per million issued
From	\$20,000,001	to	\$30,000,000	fee is	\$6,000	per million issued
From	\$30,000,001	to	\$50,000,000	fee is	\$5,000	per million issued

Examples:

Issue Amount	FA Fee
\$1,000,000	\$15,000
\$2,500,000	\$33,750
\$5,000,000	\$62,000
\$7,000,000	\$78,000
\$10,000,000	\$102,000
\$12,500,000	\$119,500
\$20,000,000	\$172,000

¹ Required Disclosures:

The rules of the Municipal Securities Rulemaking Board (“MSRB”) require us to make certain disclosures to you regarding our fees as your Financial Advisor. The MSRB considers fees that are contingent on the closing or the size of a transaction and any fee-splitting arrangements to be “material conflicts of interest,” because they may cause a financial advisor to recommend a transaction that is unnecessary or larger than its client’s needs or may compromise the advisor’s loyalty to its client. As shown above, our fees are contingent on both the size and the closing of Securities. Please contact us if you would like to discuss an alternate fee arrangement. In addition, please be advised that we may share a portion of the fees we receive from you with our affiliate, Government Capital Corporation.

The rules of the MSRB require us to make additional disclosures to you regarding any material conflicts of interest we may have with respect to our services as your Financial Advisor, as well as any legal or disciplinary event that may be material to your evaluation of GCSC or the integrity of our management or advisory personnel. Please be advised that we have determined that no such conflicts or events exist as of the date of this Agreement.





AGENDA MEMO

Business of the City Council

City of Sweeny, Texas

Meeting Date	01/21/2025	Agenda Item	
Approved by City Manager		Presenter(s)	Kaydi Smith
Reviewed by City Attorney		Department	City Secretary
Subject	Discussion and possible action to approve Ordinance 25-100 calling the May 03, 2025 General Election for Council Positions 2 & 4 and the Mayor, all terms of two years		
Attachments	Ordinance 25-100		
Financial Information	Expenditure Required:		
	Amount Budgeted:		
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

Annual Ordinance to call the May 3rd, 2025 General Election

All positions are for a term of two (2) years. Positions for Election are:

- Mayor
- Council Position 2
- Council Position 4

Recommended Action

To approve ordinance 25-100 calling the May 3rd, 2025 General Election for Council Positions 2 & 4 and Mayor.

Ordinance No. 25-100

AN ORDINANCE OF THE CITY OF SWEENY, TEXAS, ORDERING THAT A GENERAL ELECTION BE HELD IN AND THROUGH THE CITY OF SWEENY, TEXAS, FOR THE PURPOSE OF ELECTING CERTAIN CITY OFFICIALS TO OFFICE FOR A TERM OF TWO YEARS: PROVIDING FOR NOTICE OF SUCH ELECTION: PROVIDING FOR A JOINT ELECTION WITH BRAZORIA COUNTY: PROVIDING FOR THE FILING OF CANDIDATES FOR OFFICE: PROVIDING OTHER PROVISIONS RELATIVE THERETO.

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

SECTION ONE (1):

The CITY COUNCIL of the City of Sweeny, Texas, hereby orders and ordains that a General Election be held in and throughout the City of Sweeny, Texas, on the 3rd day of May, 2025, between the hours of seven (7:00 A.M.) o'clock and seven (7:00 P.M.) o'clock, for the purpose of electing the following named City Officials to office as provided below:

GENERAL ELECTION:

1. One City Council Person for Position Number Two (2) for a term of two years,
 2. One City Council Person for Position Number Four (4) for a term of two years,
- and
3. Mayor for a term of two years.

SECTION TWO (2):

Any person desiring to be a candidate for one of the above described offices shall file his or her application to have his or her name placed on the official ballot, designating the position such person seeks, and prove such person's qualifications as required by law in accordance with the Election Code of the State of Texas.

SECTION THREE (3):

The election will be joint election with Brazoria County, pursuant to the joint election agreement previously approved by this Council, and shall be conducted on the terms outlined in said agreement.

SECTION FOUR (4):

Said election shall be conducted in all things in accordance with the Election Code of the State of Texas, the Ordinances of the City of Sweeny, Texas, and Constitution of the State of Texas.

SECTION FIVE (5):

A lawfully approved voting system will be employed in balloting, and only qualified voters who reside in the City of Sweeny, Texas, shall be permitted to vote in said election.

SECTION SIX (6):

Early voting and absentee voting by mail will be permitted in accordance with the Election Code of the State of Texas

SECTION SEVEN (7):

A copy of this Ordinance shall be placed at the election polling place, and in two (2) other public places in the City of Sweeny, Texas, and by posting on the bulletin board of the CITY COUNCIL a copy of this Ordinance at least 21 days prior to the date of the election by the City Secretary. Such posting of notice shall constitute notice of said election.

SECTION EIGHT (8):

The City Secretary of the City of Sweeny, Texas, shall cause the required notice of election to be published in accordance with the Election Code of the State of Texas.

PASSED AND ADOPTED this the _____ day of _____, 2025.

DUSTY HOPKINS, MAYOR OF THE
CITY OF SWEENY, TEXAS

ATTEST:

KAYDI SMITH, CITY SECRETARY



AGENDA MEMO

Business of the City Council

City of Sweeny, Texas

Meeting Date	01/21/2025	Agenda Item	
Approved by City Manager		Presenter(s)	Kaydi Smith
Reviewed by City Attorney		Department	City Secretary
Subject	Discussion and possible action to approve Ordinance 25-101, establishing the fee schedule for the City of Sweeny.		
Attachments	Ordinance 25-101		
Financial Information	Expenditure Required:	\$400 + for American Legal Codification purposes	
	Amount Budgeted:		
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

Ordinance 25-101 is attached for Council to approve of the updated fee schedule. Proposed fee schedule was approved at the 12/11/2024 Council meeting. Ordinance adoption is a formality to impose.

Recommended Action

To approve ordinance 25-101 establishing the fee schedule for the City of Sweeny.

ORDINANCE NO. 25-101

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SWEENY, TEXAS, ESTABLISHING FEES AND CHARGES IN SAID CITY; ESTABLISHING ADMINISTRATIVE FEES, ZONING FEES, ANIMAL CONTROL FEES, BUILDING RENTAL FEES, FEES FOR TRASH BAGS, ALL PERMIT FEES, CULVERT INSTALLATION FEES, POLICE DEPARTMENT FEES, AND UTILITY FEES.

BE IT ORDAINED BY THE CITY COUNCIL OF

THE CITY OF SWEENY, TEXAS:

SECTION ONE (1):

From and after the passage of this ordinance, the fees to be charged in the City of Sweeny, Texas, for the issuance of administrative fees, zoning fees, animal control fees, building rental fees, trash bag fees, all city permit fees, culvert installation fees, police department fees, and utility fees, are established in accordance with the City of Sweeny fee schedule attached hereto and incorporated herein by reference for all purposes.

SECTION TWO (2):

The fees established herein shall remain in full force and effect until modified by further ordinance of the City of Sweeny.

PASSED AND ADOPTED, this the ____ day of _____, 2025.

DUSTY HOPKINS, MAYOR OF THE CITY
OF SWEENY, TEXAS

ATTEST:

KAYDI SMITH, CITY SECRETARY



Comprehensive Fee Schedule

ADMINISTRATIVE FEES	
Open Records / Public Information Request Fees	Texas Attorney General Public Information Cost Estimate Model
Returned Check Fee	\$30.00
Lien Filing Fees (City Use Only)	Per Current Brazoria County Clerks Fees
Lien Release Fees (City Use Only)	Per Current Brazoria County Clerks Fees
Lien Filing Fee + Perdue Brandon Collections (City Use Only)	Per Current Brazoria County Clerks Fees + Applicable Collections Fees

ZONING FEES, REPLATS, VARIANCE REQUEST FEES	
Zoning Change	Current advertising rates with city adopted official newspaper plus \$20.00 administrative fee
Administrative Fees	\$20.00 /hour
Replats	\$50.00 + Filing Fee as per the Brazoria County Clerks Office if the City Completes the Filing
Variance Requests- Variance requests are not a guaranteed approval	\$50.00 each

ANIMAL CONTROL FEES	
Adoption Fee	\$50.00 per animal
Impoundment	\$35.00 First day + \$20.00 each day thereafter

PARKS	
Gazebo Park	
Gazebo Pavilion Rental Fee	\$25.00 per day + \$25.00 refundable deposit

BUILDING RENTALS	
Community Center- Rental Rates & Required Deposit	
Non Profit (501 C3)	\$215.00 First Day, \$125.00 for each consecutive rental thereafter \$100.00 Damage Deposit - Required
Regular Rental	\$290.00 First Day, \$200.00 for each consecutive rental thereafter \$150.00 Damage Deposit - Required
Seniors Building	
Annual Usage Fee for Non Profit Groups (meeting only)	\$100.00 Annual Fee

TRASH BAGS	
30 Gallon- Lawn & Garden Trash Bags	\$10.16 + applicable taxes
13 Gallon- Kitchen size Trash Bags	\$6.47 + applicable taxes



CITY OF SWEENY

Adopted (03/17/2014) Item 16.
 Updated 12/17/2014

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

PERMITS	
Contractors Registration – All Contractors Must Register Annual Registration	\$50.00 Annually starting Jan 01 each calendar year Electricians, Mechanical Contractors & Plumbers fees are waived per the State of Texas
Work done without a permit	2x the permit fee
Right of Way (ROW) Permits	
Franchised Utility Work	\$200.00 Per Application
Non-Franchised Utility Work	\$1000.00 Minimum Per Application
Commercial Construction	
Plan Reviewal Fee	\$.20 sq. ft.; (½ the permit fee)
Commercial Construction Fees	\$.40 sq. ft.
Civil Site Work/ Grading; Includes Rebar & Pre-pour Inspection	\$50.00 Permit Fee + Valuation Fees; \$16.50 for the 1 st \$1,000.00 of valuation plus \$5.50 for each \$1,000.00 of valuation or fraction thereof thereafter.
RV Park Permit Application	\$250.00 + plan reviewal fees
Commercial Engineering Consultant Fees	Engineers Cost + 2 %
COO for Existing Building ** Fire Inspection Separate	\$200.00 (includes final building, electrical, mechanical, & plumbing)
Demolition Permit	\$200.00
Roof Permit	\$50.00 Per Structure
Residential Construction	
Residential Construction Fees, Manufactured Home Permit Fees	\$.30 sq. ft. or \$25.00 minimum
Residential Engineering Consultant Fees if needed	Engineers Cost + 2 %
Residential Plan Reviewal Fees	\$.20 sq. ft. of construction
Civil Site Work/Grading/ Concrete Work; Includes Rebar & Pre-pour Inspection	\$50.00 Permit Fee + Valuation Fees; \$16.50 for the 1 st \$1,000.00 of valuation plus \$5.50 for each \$1,000.00 of valuation or fraction thereof thereafter.
Generator Permits; Includes Plan Review for plumbing, electrical, and civil issuance- required. Permits are issued and charged separately. Meter upgrades are separate.	\$350.00
Solar Panel Permit (requires electrical permit to accompany)	\$.20 sq. ft. of installation/ panels + \$100.00 plan reviewal fee
Building Move Permit	\$100.00
Demolition Permit	\$100.00
Roof	\$50.00
Inground Swimming Pool ** (requires Fence and/or permit)	\$350.00 Pool Includes Plan Reviewal Fees
Above Ground Swimming Pool ** (requires Fence and/or permit)	\$25.00
Tree	\$25.00 all contractors; homeowners no charge
Illuminated Sign- ** (must have accompanying electrical permit)	\$150.00
Non – Illuminated Sign	\$50.00
Small cell permits up to 5	\$500.00
Small cell permits per additional beyond 5	\$250.00
Peddler/Solicitor Permit-Annual Permit	\$100.00
Roadside Vendor/ Pushcart Vendors	\$100.00



CITY OF SWEENY

Adopted (03/17/2014) Item 16.
 Updated 12/17/2014

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

Pushcart/Roadside Food/Temperature Related Vendors	\$50.00 Annually
Temporary Food Unit/Vendor (Day Use 24-hour max.) Must include Fire Marshal Inspection Annually	\$100.00
Permanent Food Unit (Trucks and/or Trailers Only) Must include Fire Marshal Inspection Annually	\$150.00 Annually
Other Permitting	
Golf Cart Permits – Annual Fee	\$50.00 Annually
Beer, Wine, & Mixed Beverages Permits	\$30.00 Annual (State determines the amount)
Film Friendly Permitting Costs:	
Total or disruptive use (regular operating hours) of a public building, park, right of way, or public area	\$500.00 per calendar day
Partial, Non-disruptive use of a public building, park, right of way, or public area	\$250.00 per calendar day
Total closure or obstruction of public street or right of way, including parking lots and on-street parking	\$50.00 per calendar day
Partial closure or obstruction of public street or right of way, including parking lots and on street parking	\$25.00 per calendar day
Use of City parking lots, parking areas, and City streets(for the purpose of parking film trailers, buses, catering trucks, and other large vehicles	\$50.00 per calendar day

TRADE PERMITS: Commercial & Residential	
Electrical	
Permit & Inspection Fee (required)	\$50.00
Services (all services, meter loops, temporary poles)	\$10.00
Outlets (first 4 included in service or meter loop), Lighting Fixtures, Motors <1/2 hp	\$.50 each
Solar Panel Fixtures	\$1.00 per fixture
Solar Panel TCI Inspection – Requiring Shutdown	\$50.00
Domestic Electrical Appliances	\$1.00 each
Motors ½- <10 hp	\$2.00
Motors 10-<50 hp	\$4.00
Motors 50-<100 hp	\$6.00
Motors 100- <150 hp	\$8.00
Motors 150 & over	\$10.00
Remodels and/or new construction requiring additional inspections to include rough in, cover up, insulation, and final inspection ** not exhausted listing—dependent on the scope of work performed for said project	\$50.00 per additional inspection required
Electrical Re Connect	\$25.00 + Electrical Permit& Inspection Fee
Swimming Pools; Including all Inspections	\$200.00
Reinspection	\$50.00
Afterhours	\$100.00
Plumbing	
Permit & Inspection Fee (required)	\$60.00
Water Piping, Sewer Line, Gas Piping (1-4 outlets included)	\$5.00 each



CITY OF SWEENY

Adopted (03/17/2014) Item 16.
 Updated 12/17/2014

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

Water Closets, Tubs/showers, Disposals, Dishwashers, Drinking Fountains, Sinks, Washing Machines, Water Heaters, Floor Drains, A/C Drains, Ice Makers, Vented Wall Furnaces, Vacuum Breakers (1-5), Backflow Devices (1-5), Any Additional Miscellaneous Plumbing ** Gas Water Heater Require Additional Fee for Pressure Test	\$2.50 each
Grease Traps	\$10.00 each
Vacuum Breakers, Backflow Devices (5 +)	\$1.50 each
Additional Gas Outlets (1-4 included with gas piping), Additional Vented Wall Furnaces after 1	\$1.00 each
Conversion Burners, Floor Furnaces, Incinerators, Boilers, Central Heating, Central A/C -original units	\$5.00
Additional units of Conversion Burners, Floor Furnaces, Incinerators, Boilers, Central Heating, Central A/C	\$1.00 per additional unit
Pressure Test (required for all gas permits)	\$15.00
Upsized Gas Meters	Dependent on Suppliers Charge + Shipping and Labor Charges
Labor Charges for Meter Installations	\$100.00 per hour/ 1 hour minimum
Swimming Pool; Includes all inspections	\$300.00
Remodels and/or new construction requiring additional inspections to include rough in, cover up, insulation, and final inspection ** not exhausted listing—dependent on the scope of work performed for said project	\$50.00 per additional inspection required
Reinspection Fee	\$50.00
After-Hours Inspection	\$100.00
Mechanical	
Residential- Install/replace HVAC system (outside unit only)	\$50.00 per structure
Residential Duct Work; Inspection Required- One fee is completed at same time as Install/Replace of System	\$50.00
Commercial- Install/replace HVAC system	\$100.00 per unit
Remodels and/or new construction requiring additional inspections to include rough in, cover up, insulation, and final inspection ** not exhausted listing—dependent on the scope of work performed for said project	\$50.00 per additional inspection required
Fire Permits	
Permit & Inspection Fee (required)	\$100.00
Hydro Testing Fee	\$50.00 each
Aboveground Storage Tank Installation, Underground Fire Lines (plus additional required hydro testing fee for fire lines)	\$100.00 each
Aboveground and/or Underground Tank Repair/Removal	\$50.00 each
Underground Storage Tank Installation	\$200.00 each
New Sprinkler System	\$30.00 Per Riser + \$1.00 per Head
Changes to Existing Sprinkler System	\$75.00 up to 10 heads + \$1.00 per additional beyond 10
Fire Pump, Jockey Pump	\$5.00 each
Water Tank Storages, Generators	\$25.00 each
Fire Alarm System	\$25.00 per FACP + \$1.00 per device



CITY OF SWEENEY

Adopted (03/17/2021) Item 16.
 Updated 12/17/2021

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

Hood Suppressions, Paint Booth Suppressions	\$25.00 per system + \$1.00 per device
New Commercial Business Fire Inspections, Annual Fire Inspections for Daycares, Schools, Foster Homes	\$50.00 Annually
Mobile or Permanent Food Unit/Vendor Fire Inspections	\$80.00 Annually

CULVERT INSTALLATIONS	
Culverts- Installation Charge	\$10.00 per foot
Caliche	\$150.00 per bucket

POLICE DEPARTMENT	
Open Records / Public Information Request Fees	Texas Attorney General Public Information Cost Estimate Model
Fingerprints (1 st set)	\$20.00
Fingerprints (additional sets)	\$5.00 / each

UTILITIES	
Utility Connection and Service Fee	\$40.00
Late Fee	10% of bill amount
Water Deposit	\$100.00
Gas Deposit	\$100.00
Water & Gas Deposit	\$200.00
1 st Meter re-read in a billing period	Free
Any meter re-reads in the same billing period thereafter	\$40.00 each
Calibration Testing	Current third-party calibration services rate(s)
Upsized Water and/or Gas Meter	Dependent on Suppliers Charge + Shipping and Labor Charges
Labor Charges of Installation	\$100.00 per hour/ 1 hour minimum
<i>Water Taps- Includes normal ¾" meter installation</i>	To begin at \$500.00 with the exception of additional fees for lines deeper than five (5) feet and are contingent of results of exploratory work. To begin at \$1,000.00 if road bore required.
<i>Sewer Taps Includes installation of a 4" tap with clean out within the City Right of Way (ROW)</i>	To begin at \$500.00 with the exception of additional fees for lines deeper than five (5) feet and are contingent of results of exploratory work. To begin at \$1,000.00 if road bore required.
<i>Gas Taps Includes normal 1" meter; upsizing will require additional charges, upsized meter, and labor charges.</i>	To begin at \$500.00 with the exception of additional fees for lines deeper than five (5) feet and are contingent of results of exploratory work. To begin at \$1,000.00 if road bore required.

WATER RATES	
<i>Inside City Limits</i>	
Base Rate: 0-1,500 Gallons of Water Consumption	\$15.67
1,500-6,500 Gallons of Water Consumption	Base Rate + \$7.35



CITY OF SWEENY

Adopted (03/17/2014)
Updated 12/17/2014

Item 16.

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6,501-11,500 Gallons of Water Consumption	Base Rate + \$8.19
11,501- 16,500 Gallons of Water Consumption	Base Rate + \$8.26
16,501-26,500 Gallons of Water Consumption	Base Rate + \$8.40
Over 26,500 Gallons of Water Consumption	Base Rate + \$8.60
Outside City Limits	
Base Rate: 0-1,500 Gallons of Water Consumption	\$17.73
1,500-6,500 Gallons of Water Consumption	Base Rate + \$8.40
6,501-11,500 Gallons of Water Consumption	Base Rate + \$9.30
11,501- 16,500 Gallons of Water Consumption	Base Rate + \$9.45
16,501-26,500 Gallons of Water Consumption	Base Rate + \$9.60
Over 26,500 Gallons of Water Consumption	Base Rate + \$9.83
Bulk Water	
Loading Charge	\$30.00 each load
0-2000 Gallons of Water Purchased	\$20.00 each load
Each additional 1000 Gallons of Water Purchased Beyond 2000	\$10.00 each load
SEWER RATES	
Base Rate: 0-1,500 Gallons of Water Consumption	\$15.67
1,500-6,500 Gallons of Water Consumption	Base Rate + \$5.91
6,501-11,500 Gallons of Water Consumption	Base Rate + \$6.56
11,501- 16,500 Gallons of Water Consumption	Base Rate + \$6.69
16,501-26,500 Gallons of Water Consumption	Base Rate + \$6.76
Over 26,500 Gallons of Water Consumption	Base Rate + \$6.89
GAS RATES	
	Fee Determined by Purchase Rate from Kinder Morgan ** Fee is subjected to fluctuation
TRASH RATES- reflective on monthly utility bill	
Residential Cart Service	95 gal Cart \$21.57 / monthly
Commercial Cart Service	95 gal Cart \$45.01/ monthly
CPI Adjustment	As determined by contractual provider



AGENDA MEMO

Business of the City Council City of Sweeny, Texas

Meeting Date	01/15/2025	Agenda Items	
Approved by City Manager		Presenter(s)	Administration
Reviewed by City Attorney	Yes	Department	Contracts
Subject	Discussion and possible action to allow the City Manager to sign a contractual extension with our awarded Debris Removal Contractor, DRC Emergency Services.		
Council Strategic Goals	Government Sustainability		
Attachments / Supporting documents			
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

The City's Debris Removal Contractor, previously awarded 08/2023, is DRC Emergency Services LLC.

Term 1 Year; Expired 08/2024 with 2 – 1 year extensions possible

Contract has Expired.

Renewal one year extension is available with the same terms and conditions of the original contract. New expiration date of extension would be 09/01/2025.

This contract needs to be in place prior to an event to properly qualify for FEMA reimbursements.

Recommended Action

To allow City Manager to sign a one year contractual extension with DRC Emergency Services, with the City's previously awarded Debris Removal Contractor, to expire 09/01/2025.



111 Veterans Memorial Blvd., Suite 401, Metairie, LA 70005
Phone: 888-721-4372 Fax: 504-482-2852
www.drcusa.com

July 10, 2024

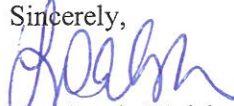
Lindsay Koskiniemi
City of Sweeny
102 W. Ashley Wilson Road
P.O. Box 248
Sweeny, TX 77480
e. citymanager@sweenytx.gov

RE: Contract between DRC Emergency Services and The City of Sweeny

Ms. Koskiniemi,

Pursuant to the Request for Proposals on page 4: The City of Sweeny upon mutual consent, may renew the contract for up to two additional one-year terms. DRC Emergency Services, LLC would like to take this opportunity to offer the City of Sweeny an extension for a period of one (1) year. The terms and conditions in the original contract will remain in effect for the duration of this contract expiring September 1, 2025.

If this offer of renewal is acceptable to you, please execute below and fax or email it to my attention to (504) 482-2852 or lgarcia@drcusa.com. Also, if you have any questions, please feel free to contact me. I look forward to continuing our relationship with you and the City of Sweeny.

Sincerely,

Lisa Garcia Walsh
Contracts Manager

Agreed and Accepted By:
The City of Sweeny

Title

Date



AGENDA MEMO

Business of the City Council City of Sweeny, Texas

Meeting Date	01/21/2025	Agenda Items	
Approved by City Manager		Presenter(s)	Administration
Reviewed by City Attorney	Yes	Department	Contracts
Subject	Discussion and possible action to allow the City Manager to sign a contractual extension with our awarded Debris Monitoring Contractor, Rostan Solutions.		
Council Strategic Goals	Government Sustainability		
Attachments / Supporting documents			
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

The City's Debris Monitoring Contractor, previously awarded 08/2023, is Rostan Solutions LLC.

Term was for one year.

Rostan has the option within the current agreement to extend for two additional one-year periods. If the City wishes to pursue, we would need to issue a letter requesting to exercise the first extension.

This contract needs to be in place prior to an event to properly qualify for FEMA reimbursements.

Recommended Action

To allow City Manager to sign a one year contractual extension with Rostan Solutions, the City's previously awarded Debris Monitoring Contractor.



AGENDA MEMO

Business of the City Council City of Sweeny, Texas

Meeting Date	01/21/2025	Agenda Items	
Approved by City Manager		Presenter(s)	Administration
Reviewed by City Attorney	Yes	Department	Contracts
Subject	Discussion and possible action to allow City Manager to enter into a contractual agreement, previously awarded, for Disaster Recovery Grant Management and Administrative Services with Rostan Solutions. .		
Council Strategic Goals	Government Sustainability		
Attachments / Supporting documents	Agreement		
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

The City's Disaster Recovery Grant Management and Administrative Services provider is Rostan Solutions.
 extend with previously selected contractor. Have not heard back as of time for Council packet posting.

- Disaster Recovery Grant Management & Admin Services – Awarded 08/2023
 Rostan Solutions LLC
 Contract never signed.
 Term 1 Year; with 4 – 1 year extensions possible

Rostan is still allowing us to proceed to secure services. Agreement is attached.

This contract needs to be in place prior to an event to properly qualify for FEMA reimbursements.

Recommended Action

To allow City Manager to enter into a contractual agreement with Rostan Solutions for Disaster Recovery Grant Management and Administrative Services.

This is an Agreement for Professional Services (hereinafter referred to as the “**Agreement**”) effective as of December 16, 2024, between the City of Sweeny, TX (“**CLIENT**”), having its principal office at 102 W. Ashley Road, Sweeny, TX 77480, and Rostan Solutions, LLC (“**ROSTAN**”), a Florida limited liability company, having its principal place of business at 3433 Lithia Pinecrest Road, #287, Valrico, FL 33596. CLIENT and ROSTAN are hereinafter referred to individually as “**Party**” or collectively as “**Parties**.”

WHEREAS, the CLIENT requires the services of a qualified firm to perform certain professional services (“**Project**”) for the CLIENT, has carefully reviewed the *Disaster Recovery Grant Management and Administrative Services* RFP responses, and has selected ROSTAN to provide certain services as outlined in the same.

WHEREAS, the CLIENT will issue Task Orders to ROSTAN describing the work required under this Agreement, containing a mutually-agreed upon “Not to Exceed” cost, unless otherwise provided herein, with all included work being directly related to those services originally sought by the CLIENT. In response, ROSTAN will prepare a scope of work and cost estimate which shall become part of the Task Order upon execution by both Parties.

NOW, THEREFORE, in consideration of the mutual promises herein, ROSTAN and the CLIENT agree that the terms and conditions of this Agreement are as follows:

DEFINITIONS:

“**Fee Schedule**” shall mean the schedule attached as **Attachment 2** to any applicable Task Order as well as the identical schedule attached as **Schedule B**.

“**Projected Budget**” shall mean the initial projected amount it will cost to complete the Project, with such amount being listed under Section 4 of the Task Order.

“**Scope of Services**” shall mean the services and terms described within any forms which are attached as “**Attachment 1**” to any applicable Task Order, along with any modifications or additions to the services provided by ROSTAN to CLIENT which are agreed upon by the Parties or otherwise contemplated in this Agreement.

“**Site**” or “**Work Site**” shall mean the location where ROSTAN is performing services for the Project on behalf of the CLIENT.

“**Task Order**” shall mean the form attached as **Schedule A**, and any later-created substantially similar form, which includes basic information related to the Project and services to be performed by ROSTAN as well as attachments related to the Scope of Services and Fee Schedule.

1. BASIC SERVICES

- 1.1. **Scope of Services.** ROSTAN shall provide the basic services as described in individual Task Orders authorized in writing by the CLIENT. By way of example, but not limitation, a sample Task Order form is provided in **Schedule A**. The Task Order format may be modified from time to time. ROSTAN’s obligations under this Agreement are solely for the benefit of the CLIENT and no other party is intended to benefit or have rights hereunder. The Scope of Services are subject to modifications and/or additions and are thus subject to the terms of Section 6.1 herein.
- 1.2. **Standard of Care.** ROSTAN shall perform the professional services under this Agreement at the level customary for competent and prudent professionals performing such services at the time and place where the services are provided. These services will be provided by ROSTAN’s recovery and mitigation professionals and other professionals and individuals skilled in other technical disciplines, as appropriate.
- 1.3. **Subcontractors.** ROSTAN shall be permitted to utilize subcontractors for performing services under any Task Order.
- 1.4. **Transportation or Disposal of Hazardous Materials.** The CLIENT further agrees that, if this Agreement requires the containerization, transportation, or disposal of any hazardous or toxic wastes, materials or substances, ROSTAN is not, and has no authority to act as a generator, arranger, transporter, or disposer

of any hazardous or toxic wastes, materials or substances that may be found or identified on, at, or around CLIENT's Site.

2. THE CLIENT'S RESPONSIBILITIES

Unless stated otherwise in Section 7 or in individual Task Orders, the CLIENT shall do the following in a timely manner:

- 2.1. **The CLIENT's Representative.** The CLIENT will designate a representative having authority to give instructions, receive information, define the CLIENT's policies, and make decisions with respect to individual Task Orders. Such representative is listed in Section 1 of the Task Order.
- 2.2. **Project Criteria.** Provide criteria and information as to the CLIENT's requirements for a Task Order, including objectives and constraints, space, capacity, scope of work, task assignments, and performance requirements, and any budgetary limitations to the extent known by the CLIENT.
- 2.3. **Access.** Arrange for ROSTAN to access the Site as may be reasonably required to perform the Scope of Services. ROSTAN will be provided with suitable access to appropriate areas of the Site and shall be entitled to the use of such parking facilities and rest room facilities as may be authorized for its use. ROSTAN or its representatives may be on Site during the various stages of the work to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Agreement. Visits and observations made by ROSTAN will not relieve other contractors of their obligation to conduct comprehensive inspections of the work, to furnish materials, to perform acceptable work, and to provide adequate safety precautions.
- 2.4. **Review.** Promptly respond to ROSTAN's requests for decisions or determinations related to the Scope of Services.
- 2.5. **Meetings.** At ROSTAN's discretion and request, hold or arrange to hold meetings required to assist in communication regarding the work required by a Task Order.
- 2.6. **Project Developments.** Give prompt written notice to ROSTAN whenever the CLIENT observes or otherwise becomes aware of any material development that affects the Scope of Services, including, but not limited to the timing, price, and/or scope of ROSTAN's services. For purposes of this Section 2.6, "prompt written notice" shall mean within two (2) business days.

3. PERIODS OF SERVICE

- 3.1. **Time of Performance.** Section 3 of the Task Order anticipates the orderly and continuous progress of the Task Order through completion of the Scope of Services. However, the period of service is subject to change and is thus subject to the terms of Section 6.1 herein.
- 3.2. **Start of Performance.** ROSTAN will start the Scope of Services described in each Task Order upon authorization by the CLIENT. If the CLIENT gives authorization before signing a Task Order, ROSTAN shall be paid for the services provided outside the timeline of the relevant Task Orders. Any Task Order will only be valid if signed by the CLIENT's authorized representative and ROSTAN's authorized representative.
- 3.3. **Force Majeure.** If a force, event, or circumstance beyond ROSTAN's or the CLIENT'S control, including strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, approval delays by municipalities or governmental entities, riots, insurrection, war, military or usurped power, sabotage, terrorism, unusually severe weather, acts of God, fire, epidemic, pandemics, quarantine, or other casualty or other reason (but excluding financial inability) of a like nature which interrupts or delays ROSTAN's performance, then the time of performance shall be excused for the period of the delay, and the period for the performance shall be extended for a period equivalent to the period of the delay.
- 3.4. **Term and Termination.** This Agreement shall be in effect for one (1) year from the effective date, with four (4), one-year extensions available upon mutual consent of the Parties. This Agreement may be

terminated by either Party at will and without cause, at any time upon seven (7) days prior written notice to the other Party and shall remain in force until so terminated, however any outstanding Task Orders will not be affected by any such termination. All information and any materials provided to either Party must be returned to the other Party upon termination of the Agreement. Notwithstanding the foregoing, unless otherwise agreed by the Parties, the terms and conditions of this Agreement shall continue to apply to all outstanding Task Orders until the Scope of Services described thereunder are completed or the Task Order is terminated pursuant to the terms of the Task Order, if different than the terms of this Section 3.4, whichever is sooner.

4. COMPENSATION

- 4.1. **ROSTAN Services.** Based upon the Scope of Services provided for in each Task Order issued pursuant to the Agreement and any relevant agreed upon changes established after execution of said Task Order, along with the Fee Schedule, the CLIENT shall pay ROSTAN the amount stated in invoices issued for actual work performed and reimbursable expenses incurred during the period covered by the invoice, subject to the funding limits established in each Task Order and any changes agreed upon by the Parties or otherwise contemplated in this Agreement. The CLIENT must raise any disputes regarding an invoice within thirty (30) calendar days of the date of such invoice ("Invoice Dispute Period"). Failure by CLIENT to raise any such dispute within the Invoice Dispute Period shall result in CLIENT waiving any and all claims, disputes, or other challenges associated with such invoice. In the event of a dispute as to any portion of an invoice within the Invoice Dispute Period, the undisputed portion shall be paid as provided in Section 4.1 herein. Invoices are payable by the CLIENT within thirty (30) calendar days after receipt of invoice by CLIENT.
- 4.2. **Late Payments/Interest Charges.** Accounts not paid within the terms of this Agreement are subject to a 1.5% monthly finance charge, or the highest rate allowable by law, at the discretion of Rostan and waivable in whole or in part by ROSTAN at its discretion.
- 4.3. **Price Escalation.** Hourly rates shall remain fixed during the initial year of the Agreement. The current hourly rates for each labor classification are included in Schedule B to this Agreement. On each anniversary of the effective date of this Agreement, the current hourly rates listed in Schedule B will be adjusted to reflect annual increases in the cost-of-living, based on increases in the national consumer price index for urban wage earners and clerical workers, or any successor index, published in the United States Department of Labor News by the Bureau of Labor Statistics for the 12-month period ending on the preceding October. ROSTAN shall submit to the CLIENT on or before each anniversary of the effective date of this Agreement a replacement Schedule B containing the adjusted hourly rates and a written calculation of the rate increases. The hourly rates included in any replacement Schedule B will apply to any Services performed after the applicable anniversary of the effective date of this Agreement. ROSTAN and the CLIENT will amend this Agreement each year to reflect any changes to ROSTAN's hourly rates for the ensuing year.

5. NON-CONTROLLABLE COSTS

- 5.1. **Non-Controllable Costs.** ROSTAN has no control over the cost of labor, materials, equipment or services furnished by others, including, but not limited to, CLIENT'S contractors, and/or subcontractors. ROSTAN has no control over any other person or entity's methods of determining prices. Further, ROSTAN has no control over competitive bidding or market conditions. ROSTAN's opinion of probable cost is made based on ROSTAN's experience and qualifications and represents ROSTAN's judgment as an experienced and qualified professional firm, familiar with the disaster recovery industry. ROSTAN does not guarantee that proposals, bids or actual project cost will not vary from ROSTAN's opinions of probable cost.

6. GENERAL CONSIDERATIONS

- 6.1. **Changes.** By written and/or electronic notice at any time, the CLIENT or ROSTAN may change services required by a Task Order, provided such changes are within the general scope of the services contemplated by this Agreement, and subject to validation under any applicable cost or price analysis required by federal,

state, or local law. In such event, an equitable adjustment both in the compensation for and time of performance of the adjusted Task Order shall be made in writing prior to ROSTAN performing the changed services, unless otherwise provided herein. During the course of the Project, the Scope of Services may be subject to changes in length and/or price dependent upon the nature of the Project and required materials, labor, and/or resources. Any changes requested by CLIENT or ROSTAN must be requested and approved by the CLIENT's or ROSTAN's authorized representative as the case may be.

6.2. **Access to Records.** The following access to records requirements apply to ROSTAN, which includes its successors, transferees, assignees, and subcontractors: (a) ROSTAN agrees to provide the CLIENT, the State of Texas, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions; (b) ROSTAN agrees to permit any of the foregoing parties to reproduce or to copy excerpts and transcriptions as reasonably needed; and (c) ROSTAN agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement, as permitted by the CLIENT.

6.3. **Confidentiality and Proprietary Information.** In the course of providing services under this Agreement, CLIENT and ROSTAN may receive confidential and/or proprietary information and/or materials of the other Party. Each Party agrees to hold secret and confidential all information designated by the other Party as confidential ("Confidential Information"). Neither Party will reveal Confidential Information to a third party unless: (a) the non-disclosing Party consents in writing; (b) the information is or becomes part of the public domain; (c) applicable law, regulation, court order or an agency of competent jurisdiction requires its disclosure; or (d) failure to disclose the information would pose an imminent and substantial threat to human health or the environment. All drawings, specifications, and technical information furnished to CLIENT by ROSTAN or developed for CLIENT by ROSTAN in connection with the Scope of Services are, and will remain, the property of the CLIENT.

6.3.1. **Dispute Resolution.** Prior to filing any cause of action, or legal proceeding, with the requisite court of law, the Parties agree that they will first be required to attend mediation. The Parties agree that the Party who initiates the dispute by this procedure shall provide to the non-initiating Party notice of the commenced proceedings and the names of three (3) proposed mediators, whereby the non-initiating Party shall within ten (10) days thereafter select one (1) mediator of the proposed mediators to conduct the mediation. Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. Both Parties agree that they will send a representative with full settlement authority to the mediation. The cost of the in-person mediation shall be split amongst the Parties but shall not include travel costs of either Party associated with attending the in-person mediation and/or the expenses of each Party's own legal counsel. Notwithstanding the foregoing, the pre-suit mediation requirement will be waived and not required at the discretion of ROSTAN and/or in the event ROSTAN brings an action against the client for unpaid invoices or other unpaid fees.

6.3.2. **Compliance with Dispute Resolution.** In the event that either Party fails to comply with the Dispute Resolution procedure set forth in Section 6.3.1 of this Agreement, and files a cause of action or legal proceeding prior to a required mediation taking place (except in the case where ROSTAN waives such mediation), the filing Party agrees to pay the non-filing Party's reasonable attorneys' fees and all costs and expenses incurred with respect to defending such improperly filed cause of action or legal proceeding.

6.4. **Remedies.** Nothing in this Agreement otherwise prevents the either Party from utilizing any available remedies, administrative, contractual, or legal, where either Party has been found to have violated or breached the terms of this Agreement, subject to the Limitation of Liability provision below.

6.5. **Mutual Indemnification.**

6.5.1. ROSTAN hereby agrees to indemnify and hold the CLIENT harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising

out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character which specifically and directly arise from the gross negligence or willful misconduct of Rostan in the performance of its obligations under this Agreement.

6.5.2. The CLIENT hereby agrees to indemnify and hold ROSTAN harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all third party claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character which specifically and directly arise from the gross negligence or willful misconduct of CLIENT as related to the services which CLIENT has engaged ROSTAN for under this Agreement or for any injuries suffered by an employee or contractor of CLIENT who is performing work for CLIENT.

6.6. **Limitation of Liability.** Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law the Parties agree that neither the CLIENT nor ROSTAN shall be liable to each other for any special, indirect or consequential damages, whether caused or alleged to be caused by negligence, strict liability, breach of contract or warranty under this Agreement. Except for amounts for which indemnification is given by ROSTAN hereunder which shall be capped to the extent of ROSTAN's insurance coverage, in no event will ROSTAN's liability to the CLIENT, whether in contract, tort or any other theory of liability, exceed the fees which ROSTAN has been paid for services from which the liability arises. Further, ROSTAN will not be responsible for other contractors' means, methods, techniques, sequences or procedures of the work, or the safety precautions, including compliance with applicable programs incident thereto. ROSTAN will not be responsible for other contractors' or subcontractors' failure to perform the work in accordance with their applicable contract with the CLIENT or any other agreement. ROSTAN will not be responsible for the acts or omissions of contractors or subcontractors, or any of their agents or employees or any other persons or entities at the Site or otherwise performing any of the work.

6.7. **Interpretation.** This Agreement shall be interpreted in accordance with the laws of the State of Florida.

6.8. **Successors.** This Agreement is binding on the successors and assigns of the CLIENT and ROSTAN. The Agreement may not be assigned in whole or in part to any third parties without the written consent of the non-assigning Party.

6.9. **Independent Contractor.** ROSTAN represents that it is an independent contractor and is not an employee of the CLIENT.

6.10. **Notices.** Written notices may be delivered in person or by certified mail, or by facsimile, or by courier or by email. All notices shall be effective upon the date of receipt by the Party.

6.11. **Entire Agreement.** This Agreement, including Schedules, Attachments, and Task Orders (including references to other agreements contained in the Task Order), which are executed pursuant to this Agreement, is the entire agreement between the CLIENT and ROSTAN. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this Agreement shall be in writing and signed by the CLIENT and ROSTAN, unless otherwise provided in this Agreement.

6.12. **Waivers and Severability.** A waiver or breach of any term, condition, or covenant by a Party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

6.13. **Effective Date.** This Agreement is effective on the date shown on the cover page.

7. SCHEDULES.

7.1 **Schedules.** The following **Schedules**, as well as any future applicable Task Orders, are attached hereto and made a part of this Agreement:

7.1.1 **Schedule A:** *Sample Task Order*

AGREEMENT FOR PROFESSIONAL SERVICES

Between City of Sweeny, TX and Rostan Solutions, LLC

7.1.2 **Schedule B:** *Fee Schedule*

7.1.3 **Schedule C:** *Required Clauses – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards Under 2 CFR Part 200*

7.1.4 **Schedule D:** *Certification Regarding Lobbying*

7.1.5 **Schedule E:** *Disaster Recovery Grant Management and Administrative Services*

7.1.6 **Schedule F:** *Rostan Proposal*

7.2 Required Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. In addition to the terms and conditions expressed within this Agreement, the 2 Code of Federal Regulation (“CFR”) Part 200.327 requires that contracts made by non-Federal entities under a Federal award must contain certain provisions and/or clauses, as applicable, to the contract. These clauses are identified in 2 CFR Part 200 Appendix II, and by their inclusion within Schedule C “*Required Clauses – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards Under 2 CFR Part 200*”, are incorporated into the terms of this Agreement, as applicable, and any Task Orders issued.

8.0 Execution Authority. This Agreement is a valid and authorized undertaking of the CLIENT and ROSTAN. The representatives of the CLIENT and ROSTAN who have signed below have been authorized to do so.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the day and year shown on the cover page.

CITY OF SWEENY, TX

ROSTAN SOLUTIONS, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

AGREEMENT FOR PROFESSIONAL SERVICES

Between City of Sweeny, TX and Rostan Solutions, LLC

Task Order Contract

SAMPLE

SAMPLE

Schedule A

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: _____

Task Order Date: _____

Subject to the Agreement between **CLIENT** and **ROSTAN**, effective _____, _____, 2024 the CLIENT hereby authorizes ROSTAN to perform services as specified in this Task Order and in accordance with the above-mentioned Agreement.

1. Basic Project Information.

Project Name: _____ **SAMPLE** _____

Project Location: _____

CLIENT Representative: _____

ROSTAN Representative: _____

2. Scope of Services: ROSTAN shall perform its services as described in Attachment 1, Scope of Services, attached and incorporated into this Task Order.

3. Period of Service: The period of service shall be _____, 2024 through _____, 20__.

4. Compensation: ROSTAN's compensation under this Task Order, which shall not be exceeded without prior written authorization of the CLIENT, is \$_____.

5. This Task Order's Fee Schedule is incorporated and provided as Attachment 2.

6. Amendment: [_____] This Task Order amends a previously executed Task Order No. _____, Dated_____.

ISSUED AND AUTHORIZED BY:

CITY OF SWEENY, TX

By: _____

Name: _____

Title: _____

ACCEPTED AND AGREED TO BY:

ROSTAN SOLUTIONS, LLC

By: _____

Name: _____

Title: _____

AGREEMENT FOR PROFESSIONAL SERVICES

Between City of Sweeny, TX and Rostan Solutions, LLC

SAMPLE

SAMPLE

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: _____

Attachment 1
Scope of Services

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: _____

Attachment 2
Fee Schedule

AGREEMENT FOR PROFESSIONAL SERVICES

Between City of Sweeny, TX and Rostan Solutions, LLC

Schedule B**Fee Schedule**

Labor Category	Hourly Rate-Total including All Expenses
Principal	\$ 250.00
Project Team Leader	\$ 180.00
Public Assistance Officer I	\$ 150.00
Public Assistance Officer II	\$ 165.00
Public Assistance Officer III	\$ 180.00
Mitigation Specialist I	\$ 150.00
Mitigation Specialist II	\$ 165.00
Mitigation Specialist III	\$ 180.00
Appeals Specialist	\$ 210.00
Insurance Specialist I	\$ 150.00
Insurance Specialist II	\$ 165.00
Insurance Specialist III	\$ 180.00
Cost Estimator I	\$ 170.00
Cost Estimator II	\$ 190.00
Accounting Supervisor	\$ 160.00
Accountant Level II Journal Entry	\$ 150.00
Grant Administrator	\$ 155.00
Sr. Grant Administrator	\$ 180.00
Programmer	\$ 155.00
Senior Programmer	\$ 175.00
Damage Assessment Specialist I	\$ 155.00
Damage Assessment Specialist II	\$ 170.00
Damage Assessment Specialist III	\$ 190.00
Closeout Specialist I	\$ 125.00
Closeout Specialist II	\$ 150.00
Closeout Specialist III	\$ 175.00
Debris Specialist I	\$ 145.00
Debris Specialist II	\$ 165.00

Schedule C

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity: During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or

AGREEMENT FOR PROFESSIONAL SERVICES

Between City of Sweeny, TX and Rostan Solutions, LLC

Page 1

Item 19.

Task Order Contract

order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(D) Davis–Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non–Federal entities must include a provision for compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non–Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti–Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Compliance with the Contract Work Hours and Safety Standards Act.

AGREEMENT FOR PROFESSIONAL SERVICES

Between City of Sweeny, TX and Rostan Solutions, LLC

Page 1

Item 19.

Task Order Contract

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City of Sweeny shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the City of Sweeny. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the City of Sweeny, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member

AGREEMENT FOR PROFESSIONAL SERVICES

Between City of Sweeny, TX and Rostan Solutions, LLC

Page 1

Item 19.

Task Order Contract

of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of Recovered Materials – A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Prohibition on certain telecommunications and video surveillance services or equipment. – (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. -

(L) Domestic Preference for procurements – (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. (b) For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Schedule D

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Rostan Solutions, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Representative

Name and Title of Contractor's Authorized Representative

Date

AGREEMENT FOR PROFESSIONAL SERVICES

Between City of Sweeny, TX and Rostan Solutions, LLC

Page 1

Item 19.

Task Order Contract

Schedule E

RFP – *Disaster Recovery Grant Management and Administrative Services*

AGREEMENT FOR PROFESSIONAL SERVICES

Between City of Sweeny, TX and Rostan Solutions, LLC

Page 1

Item 19.

Task Order Contract

Schedule F

Rostan Proposal



AGENDA MEMO

Business of the City Council City of Sweeny, Texas

Meeting Date	01/21/2025	Agenda Items	
Approved by City Manager		Presenter(s)	Administration
Reviewed by City Attorney	Yes	Department	Administration
Subject	Discussion and possible action to Resolution 25-100, allowing for a voluntary donation for Debris Removal be added to the city utility bills.		
Council Strategic Goals	Government Sustainability		
Attachments / Supporting documents	Resolution 25-100		
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

At the Special Workshop 12/17/2025, Council requested an option to allow residents to donate for debris removal on their utility bill. This would be a voluntary option to allow donation if approved. Council will need to determine the amount of the donation.

Recommended Action

To approve Resolution 25-100, adding a voluntary donation to the City utility bill for providing funds for debris removal, in the amount of \$_____.

RESOLUTION NO. 25-100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SWEENY, BRAZORIA COUNTY, TEXAS, PROVIDING FOR A VOLUNTARY DONATION ON THE CITY UTILITY BILL FOR PROVIDING FUNDS FOR DEBRIS REMOVAL; AND FINDING FACT.

WHEREAS, the City of Sweeny desires to create a fund for receiving donations for debris removal because of the constant threat of hurricanes and tropical storms that create damage for which the City is responsible; and

WHEREAS, the City Council believes that additional funding for debris removal can be obtained by the addition of a voluntary donation on the utility bill; and

WHEREAS, the City Council is convened in Regular Session in accordance with the law;

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

SECTION ONE (1):

The recitals of fact and findings above are found to be true and correct.

SECTION TWO (2):

The City Council hereby approves the addition to the City utility bill of a space for interested citizens to make a voluntary donation of \$_____ for the Debris Removal Fund.

PASSED AND ADOPTED this _____ day of _____, 2025.

DUSTY HOPKINS, Mayor of the City
Sweeny, Texas

ATTEST:

KAYDI SMITH, City Secretary



AGENDA MEMO

Business of the City Council City of Sweeny, Texas

Meeting Date	01/21/2025	Agenda Items	
Approved by City Manager		Presenter(s)	Administration
Reviewed by City Attorney	Yes	Department	Administration
Subject	Discussion and possible action to Resolution 25-101, terminating a voluntary donation on the City utility bill for Sidewalk Construction.		
Council Strategic Goals	Government Sustainability		
Attachments / Supporting documents	Resolution 25-101		
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

At the Special Workshop 12/17/2025, Council requested that the city create a joint sidewalk and parks fund. In order to do so, we would be required to terminate the existing voluntary donation. Resolution 25-101 is to terminate the existing fund in order to create the new.

All funds that have been donated to the Sidewalk fund will have to remain dedicated to that fund only. Once this fund is abandoned for a new fund, a new donation designation would have to be completed by each donator. Funds cannot be transferred nor can the donation original request.

Once the fund is terminated, all donations to the Sidewalk Fund cease.

Any account holder wishing to donate to a newly created combined Sidewalk and Parks Fund, would be required to fill out the required paperwork to start donating to the newly created fund.

Action

Council Discretion; If approving:

To approve Resolution 25-101, terminating a voluntary donation on the City utility bill for Sidewalk Construction.

RESOLUTION NO. 25-101

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SWEENY, BRAZORIA COUNTY, TEXAS, TERMINATING A VOLUNTARY DONATION ON THE CITY UTILITY BILL FOR SIDEWALK CONSTRUCTION; AND FINDING FACT.

WHEREAS, the Sweeny City Council has previously created a voluntary donation on the City utility bill for the construction of sidewalks within the City; and

WHEREAS, the City now desires to create a single account for sidewalk construction and parks improvements, which will require the termination of contemporaneous collections into the sidewalk account when the new combined account is created; and

WHEREAS, the City Council is now convened in its Regular Session;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF SWEENY, TEXAS:

SECTION ONE (1):

The recitals of fact and findings above are found to be true and correct.

SECTION TWO (2):

The City Council hereby approves the termination of voluntary donations into the current sidewalk account, contemporaneous with the creation of the new combined sidewalk and parks account. The City Council further provides that all amounts within the current sidewalk account shall be dedicated solely to the construction or enhancement of sidewalks within the City until the total of the funds in that account are completely spent.

PASSED AND ADOPTED, this the ____ day of _____,

A. D. 2025.

DUSTY HOPKINS, MAYOR OF THE
CITY OF SWEENY, TEXAS

ATTEST:

KAYDI SMITH, CITY SECRETARY,
CITY OF SWEENY, TEXAS



AGENDA MEMO

Business of the City Council City of Sweeny, Texas

Meeting Date	01/21/2025	Agenda Items	
Approved by City Manager		Presenter(s)	Administration
Reviewed by City Attorney	Yes	Department	Administration
Subject	Discussion and possible action to Resolution 25-102, creating a voluntary donation on the City utility bill for the funding of a single account for Sidewalk Construction and Parks funding.		
Council Strategic Goals	Government Sustainability		
Attachments / Supporting documents	Resolution 25-102		
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

At the Special Workshop 12/17/2025, Council requested that the city create a combined sidewalk and parks fund. In order to do so, we would be required to terminate the existing voluntary donation.

Resolution 25-102 is to create the new combined account.

Any account holder wishing to donate to the newly created combined Sidewalk and Parks Fund would be required to fill out the required paperwork in order to start donating to the newly created fund.

Action

Council Discretion; If approving:

To approve Resolution 25-102, creating a voluntary donation on the City utility bill for the funding of a single account for Sidewalk Construction and Parks funding.

RESOLUTION NO. 25-102

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SWEENY, BRAZORIA COUNTY, TEXAS, PROVIDING FOR A VOLUNTARY DONATION ON THE CITY UTILITY BILL FOR THE FUNDING OF A SINGLE ACCOUNT FOR SIDEWALK CONSTRUCTION AND PARKS FUNDING; AND FINDING FACT.

WHEREAS, the Sweeny City Council is seeking ways to create funding for sidewalk improvements and parks improvements within the City of Sweeny; and

WHEREAS, the City currently has a sidewalk donation account on which further collections in that account will be ended when this new combined account is created; and

WHEREAS, the City Council desires to provide a method for interested citizens to support sidewalks and parks with funding by means of a voluntary donation on the City utility bill; and

WHEREAS, the City Council is now convened in its Regular Session;

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

SECTION ONE (1):

The recitals of fact and findings above are found to be true and correct.

SECTION TWO (2):

The City Council hereby approves the addition to the City utility bill of a place for interested citizens of the City to make a voluntary donation of \$2.00 for funding of sidewalks and parks improvements within the City of Sweeny .

PASSED AND ADOPTED, this the ____ day of _____,

A. D. 2025.

DUSTY HOPKINS, MAYOR OF THE
CITY OF SWEENY, TEXAS

ATTEST:

KAYDI SMITH, CITY SECRETARY,
CITY OF SWEENY, TEXAS



AGENDA MEMO

Business of the City Council City of Sweeny, Texas

Meeting Date	01/21/2025	Agenda Items	
Approved by City Manager		Presenter(s)	Administration
Reviewed by City Attorney	Yes	Department	Administration
Subject	Discussion and possible action to City surplus property to be sold in public auction.		
Council Strategic Goals	Government Sustainability		
Attachments / Supporting documents			
Financial Information	Expenditure Required:		N/A
	Amount Budgeted:		N/A
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

Proposed Surplus Vehicle /Equipment list

Chevrolet Suburban SUV 1GNGC26U64R231277

Ford Crown Victoria Sedan 2FAFP71VX8X133344

Steel Wheel Roller A83410467

Ford F650 1FDNF6AY3GDA06756

Chevrolet C1500 pickup 1GCRCP4DZ349306

2013 Chevrolet Tahoe VIN 1GNLC2E03DR300228

Misc water fittings and supplies

Misc Furniture and fixtures

Recommended Action

To approve the surplus property to be sold in public auction.



AGENDA MEMO

Business of the City Council City of Sweeny, Texas

Meeting Date	01/21/2025	Agenda Items	
Approved by City Manager		Presenter(s)	Administration
Reviewed by City Attorney		Department	Administration
Subject	Discussion and possible action to establishing a Special Meeting for Council to review the City Charter.		
Council Strategic Goals	Vibrant Economy; to strengthen the City's Charter and Code of Ordinances		
Attachments / Supporting documents			
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

Council determined to have the City Council independently review the charter prior to establishing a Charter Review Committee by March of 2025.

Staff is only looking for dates/times for availability in order to schedule accordingly.

Recommended Action

Council discretion.

CITY COUNCIL MEETING REGULAR SESSION

Tuesday, November 19, 2024 at 6:00 PM

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

MINUTES

BE IT KNOWN that the City Council of the City of Sween met in **Regular Session** on **Tuesday, November 19, 2024 at 6:00 PM.** at City Hall, 102 W. Ashley Wilson Rd, Sweeny, Texas with the following agenda.

CALL TO ORDER/ROLL CALL

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

PLEDGES & INVOCATION

Pledges were led by Shaun Massey.
Invocation was given by Attorney Stevenson.

CEREMONIAL PRESENTATIONS

1. Sweeny Beautification Committee's Yard of the Month
Mayor Hopkins recognized Mr. Dobson at 908 Brockman Street.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

Mark Morgan Jr. approached Council stating that at the April 23rd meeting it was discussed to change the Main Street traffic light. He was asking if there was any headway with TxDot or changing.

Wayman Hutchings presented Chief Caudle a donation check for the Sweeny Police Departments Blue Santa program.

CONSENT AGENDA

2. Minutes: Regular Session, October 15, 2024
Mayor Hopkins asked for a motion to approve the minutes. Reese Cook stated so moved. John Rambo seconded. All in favor. Motion carried.

3. Financial Statements
Karla Wilson, Finance Director, gave the financial statements for the General and Enterprise funds ending October 31, 2024.

4. FY 2023/2024 Investment Report; 4th Quarter (July-September 30, 2024)
Karla Wilson, Finance Director, gave the 4th Quarter FY23/24 Investment Report
Mayor Hopkins asked for a motion to approve the 4th Quarter FY 23/24 Investment Report. Neal Bess Jr. stated so moved. Reese Cook seconded. All in favor. Motion carried.

5. Personnel Status Update
Interim City Manager, David Jordan, gave the personnel status report.

6. Project Status Update & Gas Compliance Update
Interim City Manager, David Jordan, gave the project status update and gas compliance update.

7. Critical Equipment Update
Interim City Manager, David Jordan, gave the critical equipment update.

REGULAR AGENDA

8. Discussion and possible action to agenda request received on utility dispute at 1111 Avenue B; Delores McCreary

Ms. McCreary was in attendance to dispute a large utility bill. She is the only occupant within the home and doesn't feel she used the amount of usage showing incurred. All City efforts indicate a leak on the customers side. She currently has a bad leak now that just happened recently, after the large bills were generated. A pipe running across the ceiling broke loose. Wayman Hutchings offered his services to help Ms. McCreary.

John Rambo moved for Ms. McCreary, at the address of 111 Avenue B, to inspect for any water leaks and repairs with cooperation of Wayman Hutchings and grandson, and to try and get those repaired, and then re-evaluate the billing to try to correct any overbilling, and try to correct with an average three (3) months of billing. Shaun Massey seconded. Neal Bess Jr., Brian Brooks, John Rambo, and Shaun Massey approved. Reese Cook opposed. Motion Carried.

9. Discussion and possible action to allow an Eagle Project to be constructed at Backyard Park; Thomas Paniagua

Thomas Paniagua approached Council seeking approval for an Eagle Project to be constructed at the Backyard Park. He is proposing a 12 x 12 sandbox, that are 12" high along with a pair of benches. Councilman Bess suggested that this project go before the Parks and Recreation Board foremost and be brought back to Council afterward. Paniagua would like to complete the project by the end of January. Discussion only; no action.

10. Discussion and possible action to agenda request regarding 1007 Mac Drive; proposed demolition of home and entering into a contract with the property owner for reimbursement of services; Councilman John Rambo.

Councilman Rambo stated that the resident at 1007 Mac Drive was affected by Hurricane Beryl and the home is inhabitable. Request would be for the City to demo the home at the City's expense and have the owner reimburse the City in installments. Attorney Stevenson stated the City has an ordinance for demolitions and an established procedure for completing. After following the procedures, if the City demolishes, the City may place a lien on the property. Those types of liens are inferior to tax and mortgage liens and the City may never recoup the funds. Discussion only; no action.

11. Discussion and possible action to variance requests to Zoning Ordinance Section 110, Exhibit A, Multi-Residential R4; 402 & 404 Pecan Street.

Wayman Hutchings approached Council on behalf of Bill Worrell, owner of the property. This property was previously discussed by Council. The zone change was approved contingent on the variances. The variances still require approval to proceed. The City has received letters of no objections from adjacent property owners.

Mayor asked for a motion to approve the variances requested to the Zoning Ordinance, Exhibit A, Section 110-71, R4 multifamily residence, at the addresses of 402 & 404 Pecan Street, consisting the minimum living area, depth of lot, minimum site area, and minimum yard setbacks with the exception of an approved replat to combine properties and adherence to the required plan review and permitting as established. Neal Bess Jr. stated so moved. Brian Brooks seconded. Neal Bess Jr., Brian Brooks, John Rambo, and Shaun Massey approved. Reese Cook opposed. Motion carried.

12. Discussion and possible action to proposed replat combining 402 and 404 Pecan.

Reese Cook moved to approve replat to combine 402 and 404 Pecan Street. John Rambo seconded. (Mayor stated seconded by Massey; however, Rambo in meeting and recording states second). All in favor. Motion carried.

13. Discussion and possible action to proposed blanket policy allowing for Sweeny Beautification to submit requests of usage of city owned property to City Administrator for future Farmers Markets.

Reese Cook moved to approve proposed policy allowing for Sweeny Beautification to submit requests for usage of city owned property to the City Administrator for future Farmers Markets. John Rambo seconded.

Discussion: Neal Bess Jr. stated the property was given to the City by the EDC. He feels most farmers markets are held on roadways, a square, or parks.

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

14. Discussion and possible action to Waste Connections annual CPI increase.

This is within the current contract that Waste Connections adjust annually for fuel and CPI. Council discussed the contract dates, possible future request for proposals, and accountability of services. Reese Cook moved to reject the rate adjustment presented by Waste Connections. Neal Bess Jr. seconded. All in favor. Motion carried.

15. Discussion and possible action on the drive thru drawer located at City Hall.

The utility drive thru drawer is not repairable as the parts are no longer manufactured. To replace the drawer would be approximately \$8,000.00, not including building remodeling adjustments needed. The City does not have the amount budgeted.

Reese Cook moved to do away with the drive thru window and not repair the drive thru drawer. Neal Bess Jr. seconded.

Discussion: Rambo notated that the drawer was built for a bank. Jordan stated we will still maintain the night depository. All in favor. Motion carried.

16. Discussion and possible action to adopt the proposed Prohibited Technologies Security Policy for the City of Sweeny, pursuant to the Governor's directive and SB 1893.

Reese Cook moved to approve the policy as presented. Shaun Massey seconded. All in favor. Motion carried.

17. Discussion and possible action to Resolution 24-117; nominating candidates for the Board of Directors of the Brazoria County Appraisal District.

Brian Brooks made the motion apply all eight (8) votes to Wayman Hutchings. Shaun Massey seconded. All in favor. Motion carried.

18. Discussion and possible action on the Texas Water Development Board (TWDB) State Fiscal Year 2025 Drinking Water State Revolving Fund (DWSRF) application invitation for intent to apply.

This is a continuation of the previously submitted application to the TWDB in the amount of \$39,268,000.00. The City has qualified to move to the next step. If the City wishes to continue, we must submit an intent to apply by December 6, 2024. The full application is due January 10, 2024.

Reese Cook moved to file a letter of intent as presented. Shaun Massey seconded.

Discussion: More definite figures to be added to the December agenda. Neal Bess Jr. stated he doesn't feel we have the money for this. Reese Cook mentioned loan forgiveness. Mr. Bess stated we need to utilize the interlocal agreements for the infrastructure, roads, and ditches. Mr. Jordan believes we need to fix underneath (utilities) before replacing the roads.

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

19. Discussion and possible action to resubmittal of application for TxDOT Transportation Alternatives 2025 Call for Projects.

The City has received an invitation to re-apply for the 2025 Call for projects sidewalk grant. The City applied for this last year and was not awarded. Council discussed diminishing the scope of the original project in order to reduce the City's match amount.

Discussion only; no action.

20. Discussion and possible action on proposed amendments to the adopted fee schedule and correlating procedural changes pursuant to proposed amendments.

Council discussed the proposed fee schedule and would like to look at it more in depth, possibly at a special workshop.

Reese Cook moved to approve all fees that have been presented as follows: zoning, replats, variance request fees, animal control fees, permits, trade permits, culvert installations, and utilities, as presented in the updated comprehensive fee schedule. Seconded by Neal Bess Jr.

Approved by Reese Cook and Neal Bess Jr. John Rambo, Shaun Massey, and Brian Brooks opposed. Motion failed.

21. Discussion and possible action to establishing a Charter Review Committee.

Reese Cook moved that the City Council independently review the charter and have markups and a meeting to discuss those markups and changes by March 2025, and also establish a charter review committee in that meeting, in March 2025. Shaun Massey seconded the motion. Reese Cook, Brian Brooks, and Shaun Massey approved. Neal Bess Jr. and John Rambo opposed.

Motion carried.

22. Discussion and possible action on adopting the proposed 2025 City of Sweeny Holiday Schedule.

Shaun Massey moved to approve. Reese Cook seconded. All in favor. Motion carried.

ITEMS OF COMMUNITY INTEREST

Neal Bess Jr. addressed the streetlights that are out within town. Police Department is working to compile a list during the night shift. Mr. Bess Jr. stated he is a member of the Gulf Coast Transit Board and would like to see the transport system in the City.

Brian Brooks stated that Stewarts closing down will be a big hit to the City. He moved here in 3rd grade and worked there in 11th grade. Wants to thank him for all he's done for our community and the schools.

John Rambo stated Beautification is hosting Christmas in Park, coming up December 7th.

Shuan Massey stated the Community Thanksgiving Feast went good. Thanked Wayman Hutchings, Neal Bess Jr., and Brian Brooks and stated it was a long weekend.

David Jordan stated its been a busy week. You will notice finance changes taking place, this will include weekly updates coming to council on expenditures. Appreciates Council's confidence in him. Staff is doing more now than previously, learning more, and attitudes have changed. You should be seeing a lot of differences coming up. The Mayor no longer has an office in City Hall; he (Jordan) has moved into the Mayor's office to be more accessible to the community. Finance has moved into the prior City Manager's Office to allow more privacy. The City Secretary will be moving back towards the drive thru area. Job duty redistributions are being made to allow for a more efficient workflow and are more community oriented.

Mayor Hopkins stated Mr. Jodan made himself available during the water tower leak. He probably worked more than 32 hours and it shows.

ADJOURN REGULAR SESSION

Mayor adjourned the meeting at 8:25 P.M.

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

Staff and Affiliates Present:

David Jordan, Interim City Manager

Brad Caudle, Police Chief

Karla Wilson, Finance and Personnel Director

Terrence Bell, Director of Public Works

RC Stevenson, City Attorney

Kaydi Smith, City Secretary

Passed and approved this 17th day of December, 2024.

Kaydi Smith

Signer ID: CTYWKPIF11...

Kaydi Smith, City Secretary