



CITY COUNCIL MEETING REGULAR SESSION

Tuesday, July 15, 2025 at 6:00 PM

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

AGENDA

BE IT KNOWN that the City Council of the City of Sweeny will meet in **Regular Session** on **Tuesday, July 15, 2025 at 6:00 PM.** at City Hall, 102 W. Ashley Wilson Rd, Sweeny, Texas with the following agenda. Council is conducted under modified Roberts Rules of Order as approved by Resolution 102-16; July 19, 2016. In accordance with Chapter §551 of the Texas Government Code, if required, the Council may conduct an executive session on any of the agenda items provided the City Attorney is present.

CALL TO ORDER/ROLL CALL

PLEDGES & INVOCATION

CITIZENS WISHING TO ADDRESS CITY COUNCIL

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

CONSENT AGENDA

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

- [1.](#) Minutes: Special Session & Regular Session, June 17, 2025
- [2.](#) Presentation of YTD General Fund and Enterprise Fund Income and Expenses
- [3.](#) Presentation of Fiscal Year 2024 – 2025 Quarterly Investment Report, Third Quarter
- [4.](#) Personnel Status – Information Only
- [5.](#) Project Status Report & Gas Compliance Update
- [6.](#) Critical Equipment Report, Generator Update, & Sidewalk Repair Update
- [7.](#) FY 24/25 3rd Quarter Departmental Reports (April 01- June 30); Police Department, Public Works, City Secretary, Fire Department, Economic Development Corporation

REGULAR AGENDA

- [8.](#) Discussion and possible action to sewer and drainage concerns and reimbursement request for 105 Main; S Town Legends
- [9.](#) Discussion and possible action relating to agenda request received for Police Department Special Investigation; Paula Jeffries
- [10.](#) Discussion and possible action to agenda request received regarding case of Robert Phillips; Phillips Family/Weeks
- [11.](#) Discussion and possible action to update from West Brazos Drainage District No. 11; John Richers
- [12.](#) Discussion and possible action to appoint Parks and Recreation Board members for a two-year term.
- [13.](#) Discussion and possible action to Res. 25-104, approving an economic incentive and performance agreement by and between the Sweeny Economic Development Corporation and Equipmentsshare.com Inc.
- [14.](#) Discussion and possible action to approve change order and issuance of final payment for the Main Street Water Line Replacement Project.
- [15.](#) Discussion and possible action for usage of City property; Lions Club
- [16.](#) Discussion and possible action to annual review and adoption of Res. No. 25-105, approving the Comprehensive Financial Policy.
- [17.](#) Discussion and possible action on engaging KM&L, LLC for professional financial audit services for the 2024-2025 fiscal year ending September 30, 2025.
- [18.](#) Discussion and possible action to Ord. 25-108, amending Section 51.02 of the City's Ordinances entitled Garbage.
- [19.](#) Discussion and possible action to proposed ordinance to require exterior security cameras for apartment complexes.
- [20.](#) Discussion and possible action to previously approved consent agenda report items.

ITEMS OF COMMUNITY INTEREST

ADJOURN REGULAR SESSION

I certify that the notice and agenda of items to be considered by the Sweeny City Council on **July 15, 2025** was posted on the City Hall bulletin board on the 11th day of July, 2025, at approximately _____AM / PM.

Kaydi Smith, City Secretary

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

Kaydi Smith, City Secretary

CITY COUNCIL MEETING SPECIAL SESSION

Item 1.

Tuesday, June 17, 2025 at 5:00 PM

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

MINUTES

BE IT KNOWN that the City Council of the City of Sweeny met in **Special Session** on **Tuesday, June 17, 2025 at 5:00 PM.** at City Hall, 102 W. Ashley Wilson Rd, Sweeny, Texas with the following agenda.

CALL TO ORDER/ROLL CALL

Mayor Hopkins called the meeting to order at 5 PM.

Neal Bess Jr., Brian Brooks, Sandra Blaine, and Shuan Massey were in attendance. Reese Cook was absent upon roll call.

BUDGET WORKSHOP

1. FY 25/26 Budget Presentation

City Manager, David Jordan, presented the proposed preliminary Fiscal Year 2025/2026 Budget and Council proceeded to discuss.

Reese Cook arrived at 5:03 PM.

ADJOURN SESSION

Adjourned session at 5:52 PM.

Staff and Boards Present

City Manager, David Jordan

Chief of Police, Brad Caudle

Director of Public Works, DeLane Brown

Finance Director / Personnel Services, Karla Wilson

City Secretary, Kaydi Smith

Passed and approved this _____ day of _____, 2025.

Kaydi Smith -- City Secretary

CITY COUNCIL MEETING REGULAR SESSION

Item 1.

Tuesday, June 17, 2025 at 6:00 PM

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

MINUTES

BE IT KNOWN that the City Council of the City of Sweeny met in **Regular Session** on **Tuesday, June 17, 2025 at 6:00 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 6:01 PM. Neal Bess Jr., Reese Cook, Brian Brooks, Sandra Blaine, and Caniel "Shaun" Massey were in attendance.

PLEDGES & INVOCATION

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

CITIZENS WISHING TO ADDRESS CITY COUNCIL

Kristin Simmons of S-Town Legends - Requesting to be placed on next month's agenda. She is upset with the issues caused by prior contractors. It has caused sewer and drainage issues at 105 Main, requiring her to close for business. She is looking for a reimbursement and a resolution to the issues. Linda Wolf- Gave verbal statement on the recent tragedies within our community. She referenced police department procedures and praised Chief Caudle.

Paul Jeffries- Requested to be on next month's agenda to discuss her daughter's case in further detail. Ms. Jeffries addressed the handling of the investigation as well as recent social media posts. She is requesting evidence be immediately turned over to the DA's Office.

Sunny Weeks- Approached Council on behalf of the Phillips Family. She expressed similar concerns of Ms. Jeffries, for the handling of the Phillips' case including witnesses and their safety. She feels that officers should be held to a higher standard or level of decorum and expressed distaste in the recent social media rhetoric. The Phillips family wishes for the case and all evidence to be turned over to the DA's Office.

CONSENT AGENDA

1. Minutes: Regular Session, May 20, 2025

Mayor Hopkins asked for a motion to approve the minutes of the Regular Session for May 20, 2025. Mr. Brooks stated so moved. Seconded by Neal Bess Jr. All in favor. Motion carried.

2. Financial Statements
3. Personnel Status
4. City Managers Update: Gas Compliance & Project Status
5. Public Works Report: Critical Equipment, Generators, & Sidewalk Repair Updates

Mayor Hopkins asked for one motion to approve all remaining consent items. Neal Bess Jr. stated so moved. Seconded by Brian Brooks. All in favor. Motion carried.

REGULAR AGENDA

6. Discussion and possible action to verbal update from the Crime Control and Prevention District (CCPD).

Woody Tolley, President of CCPD, along with David Jordan, City Manager, gave information on the board and their recent meeting. CCPD will be working to complete a preliminary budget for next fiscal year. No expenditures will be budgeted, and they will continue to have a two-year budget on file.

Council continued to discuss the Crime Control and Prevention District and cleared up any miscommunications between the Board and Council.

No action; discussion only.

7. Discussion and possible action to update from the Parks & Recreation Board.
Cerrington Massey, President of the Parks & Recreation Board, gave an update to Council of their recent progress and plans for our local parks.
No action; discussion only.

8. Discussion and possible action to requested variance at 222 Pecan Street, Ordinance §156.018 A(3) for flag pole height allowance; Sweeny Fire & Rescue
Cerrington Massey approached Council on behalf of Sweeny Fire and Rescue to request a variance to allow for two flag poles to be installed at the Fire Department. Flag poles are forty feet in height. All costs for poles and labor have been donated.
Brian Brooks motioned to approve 2 - 40 ft. flag poles and it will not authorize a type of sign which is specifically prohibited by this subchapter Section 156.046. It is not contrary to the goals and objectives outlined by the City's comprehensive plan. Is not contrary to the public interest, and 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. Seconded by Neal Bess Jr. All in favor. Motion carried.

9. Discussion and possible action to Sweeny Economic Development Corporation's Application for Incentive and Performance Agreement with Equipment Share.
Michelle Medina, SEDC Executive Director, stated the performance agreement is within the packet for Equipment Share. Tommy Sanders, representative for Equipment Share, was in attendance and stated their legal team has reviewed the performance agreement. Council discussed with SEDC and Equipment Share.
Reese Cook moved to approve the application and performance agreement from Sweeny EDC for Equipment Share as presented. Seconded by Neal Bess Jr. All in favor. Motion carried.

10. Discussion and possible action on selling the gas system; Councilman Cook.
Councilman Cook stated between mandates and repairs, he wanted to discuss the options of selling the gas system. Our required expenditures, some mandated, exceed the revenues. We are required to replace 8% annually per mandates for the next twelve years. Discussion ensued on options, advantages, and disadvantages.
Discussion only; no action.

11. Discussion and possible action on Containers Ordinance §51.02; Councilman Cook.
Councilman Cook stated that our ordinance states that trash containers must be removed within 24 hours following scheduled garbage pickup, with no provisions for exceptions. He is asking if Council would like to amend to add exceptions or repeal in full.
Reese Cook moved to repeal the removal of containers from the curbside within 24 hours following scheduled garbage pickup and citation requirements for §51.02. Neal Bess Jr. seconded.
Discussion: Councilman Brooks asked if there was a time requirement; no requirement by removing. Neal Bess Jr., Reese Cook, and Shaun Massey approved. Brian Brooks and Sandra Blaine opposed.
Motion carried.

12. Discussion and possible action on Eight Liner Machines Prohibited Ordinance, §130.07; Councilman Cook.
Councilman Cook stated he was contacted by a resident as to why we do not allow eight liners. Per Ordinance 130.07, they are prohibited. Attorney Stevenson stated that gambling machines are prohibited; game rooms are only legal if they give out prizes that are \$5.00 in value or less. A City is eligible to collect a flat annual fee per machine permitted if allowed.
Discussion only, no action.

13. Discussion and possible action for driving on flooded streets that may potentially damage another person's property; Councilman Cook.

Councilman Cook would like for the City to look at implementing something similar to Texas City. Their ordinance prohibits operating a motor vehicle on a flooded street, highway, alley, or parking lot in a manner that creates a wake capable of causing damage to other vehicles or adjacent real property or causing substantial inconvenience to property owners. Violating this ordinance can result in penalties, as defined by the city's code, if implemented.

Reese Cook moved the city look into and draft an ordinance similar to Texas City, § 71.17, operating on flooded streets etc. and including a penalty to that for violators.

Discussion: Councilman Massey asked if there would be an exception for Emergency vehicles and Council continued to discuss.

Seconded by Shuan Massey. Reese Cook and Shaun Massey approved. Neal Bess Jr., Brian Brooks, and Sandra Blaine opposed. Motion failed.

14. Discussion and possible action to require and enforce exterior security cameras at apartment complexes; Councilman Massey.

Councilman Massey is bringing this to Council due to the recent incidents at one of our apartment complexes. He has researched other cities who mandated security cameras at apartment complexes. Implementing would aid in law enforcement investigations and help to deter crime.

Shuan Massey motioned to have Charlie draft an ordinance for the City of Sweeny to mandate for apartment complexes, based on the Humble Ordinance, for the apartment complexes to install security cameras, and maintain in operational condition. Seconded by Neal Bess Jr. Neal Bess Jr., Brian Brooks, Sandra Blaine, and Shaun Massey approved. Reese Cook opposed. Motion carried.

15. Discussion and possible action to Ordinance 25-107, repealing §130.01, Curfew.

Mayor Hopkins asked for a motion to repeal §130.01. Brian Brooks stated so moved. Seconded by Reese Cook. Reese Cook, Brian Brooks, Sandra Blaine, and Shaun Massey approved. Neal Bess Jr. abstained. Motion carried.

Mayor Hopkins stated that Council will take a quick break before convening into Executive Session at 7:58 PM.

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 8:06 PM.

16. Deliberation Regarding Personnel Matters regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, or to hear a complaint or charge against an officer or employee, pursuant to Section 551.074 (a) (1) & (2) of the Texas Government Code; Police Chief

OPEN SESSION

The City Council will now adjourn Executive Session, reconvene into Open Session at 8:23 PM, pursuant to the Provisions of Chapter 551 Texas Government Code and take action, if any, on item(s) discussed during Closed Executive Session.

17. Discussion and possible action, if any, on item discussed during Closed Executive Session pursuant to Section 551.074 (a) (1) & (2) of the Texas Government Code, Personnel Matters, Police Chief, and action related thereto.

No action.

ITEMS OF COMMUNITY INTEREST

Neal Bess Jr. stated the 80th anniversary of the Lions Club is approaching, and this will be his 30th year. They are expecting a big turnout.

Shaun Massey stated the Lions Club 80th anniversary is this weekend, please come out and attend. The Lions Club became active in 1946 and helped sponsor the Fire Department, Hospital, and School District. It will be held at the Community Center this Saturday at 5 PM.

ADJOURN REGULAR SESSION Mayor Hopkins adjourned the meeting at 8:26 PM.

Staff and Boards Present

City Manager, David Jordan

Chief of Police, Brad Caudle

Director of Public Works, DeLane Brown

Finance Director / Personnel Services, Karla Wilson

City Secretary, Kaydi Smith

Passed and approved this _____ day of _____, 2025.

Kaydi Smith -- City Secretary



AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Item 2.

Meeting Date	07/15/2025	Agenda Items	
Approved by City Manager		Presenter(s)	Karla Wilson
Reviewed by City Attorney		Department	Budget/Finance
Subject	Presentation of YTD General Fund and Enterprise Fund Income and Expenses		
Council Strategic Goals	This meets the strategic goal of Government Sustainability by protecting the City's financial integrity and ensuring government transparency.		
Attachments / Supporting documents	General Fund Income Statement Enterprise Fund Income Statement		
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	Attached	
	Account Number:	Attached	
	Additional Appropriation Required:	Attached	
	Additional Account Number:	N/A	

Executive Summary

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

Recommended Action

Staff recommends acceptance.



AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Item 3.

Meeting Date	07/15/2025	Agenda Items	
Approved by City Manager		Presenter(s)	David Jordan, City Manager Karla Wilson, Finance Director
Reviewed by City Attorney		Department	Treasury / Investment
Subject	Presentation of Fiscal Year 2024 – 2025 Quarterly Investment Report, Third Quarter		
Council Strategic Goals	Government Sustainability: <ul style="list-style-type: none">• Protect City's Financial Integrity• Ensure Government Transparency		
Attachments / Supporting documents	Quarterly Investment Report, Third Quarter of FY25, Apr May June		
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

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

FY25 Q3 interest earnings from banking accounts and investment pool accounts are reflected on the investment report to be handed out at the meeting.

Recommended Action

Staff recommends accepting the FY25 Q3 Investment Report.



AGENDA MEMO

Business of the City Council

City of Sweeny, Texas

Item 4.

Meeting Date	07/15/2025	Agenda Items	
Approved by City Manager		Presenter(s)	Karla Wilson
Reviewed by City Attorney		Department	Personnel
Subject	Personnel Status – Information Only		
Council Strategic Goals			
Attachments / Supporting documents			
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

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



AGENDA MEMO

Business of the City Council

City of Sweeny, Texas

Item 4.

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

Recommended Action

Information only; no recommended action.

Major Projects Report

July

Avenue A project: The recent rains has slowed this project down some. During recent construction meetings, we have had several comment about possibly not finishing on schedule of late August early September. The Contractor has been advised that outside of possible rain delay days, there is no extensions allowed in the contract. They were also reminded that they chose the delay of starting the project so that they could finish another project before starting this one. The plan is still to bring in a second crew to work on the water line part while this crew finishes the sewer lines.

Main Street Water Project: This project is complete and ready for final payment, The punch list was completed. There are a couple of warranty issues that will need to addressed but do not affect the project itself. The warranty issues basically are a couple of road patches that are still settling due the lateness of those excavations. The warranty is for one year and we will get these issues addressed soon.

Gas Updates: I informed you in a weekly update that we will most likely receive a fine from the Railroad Commission based off of the 8% replacement program. Since the last meeting with discussion of possibly selling the system or borrowing the money to do a complete upgrade, we have been looking at avenues of the rebuild program. While I still believe the project can be completed for less than the \$21,000,000 that Linsay was trying to get a grant for, we are still looking at roughly \$800,000 in materials and \$2,500,000 in construction without any engineering. The gas rates have not been changed in over 10 years for a minimum bill and only adjusted based off of what we are charged monthly. I am not sure the way do the adjustment is correct as it may be costing us money in the end also. It is hard to explain my analogy in writing.

Meeting Room At Community Center: We have just about finished cleaning and making adjustments to the meeting room at the Community Center. The ac has been fixed in that room and table and chairs that were obtained from the hospital placed in there. The plan is primarily to be our Emergency Operation Center for emergencies and also utilize for or City board meetings to held there in place of the City Hall. We hope to have the phone connections moved into the room from the back storage area this week.



Office of Public Works Update

Work Orders:

Water- 40 Closed, 29 water leaks were repaired.

Sewer- 4 Closed, 4 lines were jetted out.

Streets- 8 Closed, 8 potholes repaired.

Gas- 4 Closed, 1 gas leak repaired

Drainage- 4 Closed.

Permits- 7 Closed.

Major Equipment:

4 of the 6 Pumps at the Wastewater treatment plant are functioning, one of the non-functioning one's chains broke so unable to pull it out of wet well, getting materials to fish it out of the wet well to see what is wrong with it. The other non-function ones are throwing error code of possible leakage the motor might be dead. The main issue with all the pumps is the age and the size of the pumps as the increase size of the new main and the expansion of the city is going to start affecting the pumps' ability to keep up with the influent The starting suggestion is getting new upsized pumps that fit the wet well to better keep up with current and future demands on the system. This would be the start at looking at possible rehabbing/expanding of the Wastewater plant as the plant averages .4MGD (million gallons a day) and the plant is only rated for .975MGD.

The other issue with the pumps' ability to keep up is the infiltration issues from rain events as that is pushing the plant to around 1MGD. This is busting our permitted flow rate but is also causing issues around town as the infiltration fills the sewer system causing sewer to back up in people's homes and businesses. The solution is to first identify the problem areas with smoke testing and filming the lines, then repairing City lines that are broken and informing residents if any of their lines are broken.

Generators were all checked.

The Police Departments Generator was repaired.



Well 3 Generator works but the automatic switch is still down can be switched over, manually. The contractor is looking for the best fix as damage was more severe than they thought.

Sidewalk Repair:

Multiple contractors have been contacted to bid on repairing the sidewalks. Only Wiley's concrete has placed a bid as of 7/8/2025, HUB Contractors have been called to bid also.



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 7.

SWEENY POLICE DEPARTMENT QUARTERLY ACTIVITY SUMMARY

April 1, 2025 – June 30, 2025

ACTIVITY

CALLS FOR SERVICE	647
AGENCY ASSIST	
CASES	54
TRAFFIC CITATIONS	55
TRAFFIC WARNINGS	214
TRAFFIC CRASHES	6
ARRESTS	17
MILEAGE	15107

CRIMINAL INVESTIGATIONS

MISDEMEANOR	
SUPPLEMENTS	9
FELONY	8
CLEARED CASES	
REPORT ONLY (DOA NATURAL)	8
CASES DIRECT FILED	
CAC INTERVIEWS	1
CALL OUTS	1
Miscellaneous	15

INTERNAL AFFAIRS

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

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

K9 Officer Mario Reyes

3 Month Stat Sheet

04/01/2025-06/30/2025

- Total K9 Deployments - 2
- Total K9 contributing arrests – 2
- Total K9 Agency Assist- 2

K9 Officer Mario Reyes

3 Month K9 Narcotic Weight Stat Sheet

04/01/2025-06/30/2025

- Called out by Lake Jackson Police Department located Methamphetamine
- Called out by DPS and located liquid Methamphetamine



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Item 7.

QUARTERLY PRODUCTIVITY REPORT

04/25-06/25

Officer	Shifts Worked	Total Miles	Calls for Service	Reports	Citations	Warnings	Total Traffic Stops	Crash Reports	Arrests
SGT FERREL	44	1615	120	9	22	50	72	3	8
OFFICER SMITH	44	2882	136	7	2	38	40	2	1
OFFICER PENA	46	4122	160	14	10	42	52	1	2
OFFICER REYES	44	4674	103	15	11	66	77	0	6
OFFICER BURT	43	1814	128	5	10	18	28	0	0
TOTALS	177	15,107	647	54	55	214	269	6	17



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Item 7.

Code Enforcement Quarterly Report **05/2025 – 07/2025**

Code Enforcement

Cases Started

Tall Gras-80
Junk Yards- 15
Unsafe Structures- 5
Junk Vehicle- 5
Trash/Rubbish/Debris- 4

Total Cases- 90
Certified Letters Sent- 65
TICKETS TO OWNER 0

Cases Closed

Tall Grass- 50
Unsafe Structure- 5
Abandoned Sign- 2
Junk Yard- 7

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



Sweeny Police Department

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Brad Caudle, Chief of Police



Item 7.

Quarterly Humane Report **05/2025 – 7/2025**

Animal Control Officer Rodger Larsen

Dog Calls- 120
Dogs Picked up by ACO- 50
Dogs Adopted- 5
Dogs Returned to Owner(s)-10
Dogs that went to Rescue Shelters- 5
Dogs Euthanized- 0
Dogs in Animal Shelter- consistently full, average 10 per month

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

Miscellaneous Calls-
Call Outs- 25
Dog Bite Report/Follow-up- 1
Animal Cruelty Case- 1

TRAINING

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



Office of Public Works Quarterly Report

Work Orders:

Water- 118 Closed, 39 water leaks were repaired.

Sewer- 21 Closed, lines were jetted out.

Streets- 20 Closed, 16 potholes repair.

Gas- 23 Closed, 5 gas leaks repaired

Permits- 34 Closed.

Drainage- 22 Closed.

Building Repairs:

Both outside A/C units at the community center were repaired.

Mini Split was installed in the meeting room at the community center.

Public works had the front door replaced.

Major Equipment:

Generators were all checked and functioning, well #3 is the only one that needs to be switched over manually.

Well #1,2,3, and 4 had BiCarbus injected into them on the 27th and 30th of May. The Wells looked significantly clearer after the injections and time for chemicals to react.

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

Wastewater plants have had multiple sections repaired. The biggest issue that is now a concern is the age and size of the pumps for the wet well.

All lift Stations are functioning and have had the wet wells cleaned out.

Vehicle Repair:



CITY OF SWEENY

Item 7.

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

Unit #100 had an oil change done.

Unit #101 had an oil change done, breaks repaired, and inspection done

Unit #103 had tire replacement done

Unit #104 had brakes and electrical issues repaired

Unit #105 is being repaired as the power steering pump went out.



CITY SECRETARY

3rd Quarter FY 24/25; April 01-June 30

COUNCIL ITEMS

Council Meeting Agendas, Packets, & Minutes Created/Completed	4
Ordinances & Minute Orders Approved	4
Resolutions Approved	2
Proclamations/Certificates Generated	5

GRANTS/ FUNDING OPPORTUNITIES

Biweekly FEMA Meetings; Hurricane Beryl; CAT G awarded; CAT A In Progress	5
ARPA SLFR Annual Report Submitted; ARPA SLRF Webinar Completed	
CDBG Full Scope & Application Submittal for Rehab of Lift Stations Completed; LMI Information and Rework Completed	
CDBG Fire Hydrants- LMI discrepancies updated and RFI's completed; 7/7/25 County submitted full applications (all entities) and are completing additional RFI's	

ELECTIONS

GENERAL ELECTION 05/03/25 - Completions; Notices, Records Updates; Elected Officials Documents/Devices updated/completed	
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OTHER ITEMS

Public Information Requests Completed	34
General Deposits Completed	6

COMMUNICATIONS

CTY Sent Out	10
FB Notices	31
Website Updates, Changes, Additions, Replacements of Files, Calendar Updates, Newsfeeds, Posting Requirements, Closures, Etc.	64
Meeting for ADA Compliance of Website completed	

DEVELOPMENTAL SERVICES

Permits Issued	97
Total Fees Collected for Permitting/Plan Reviews	\$49,083.28
Licensed Inspections Completed	22
In house Inspections Completed by COS	76
Commercial Projects in Progress	3
School District Renovations in Progress- all 3 schools	
Residential New Construction in Progress (ground up)	8
Addressing Assigned or Reconfigured	6
Contractors Registration Repealed; Updated Permitting records accordingly/website/forms	
Zoning Ordinance updates pursuant to R2B Amendment; Map Fully Updated	
Replats	2



CITY OF SWEENY

Item 7.

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

MUNICIPAL COURT

Tickets Processed	71
Number of Payments Received	128
Warrants Recalled	31
Warrants Issued	20
Cases Closed	96
Total Amount Collected	\$24,850.06
Total Amount Retained by the City of the Collected this Quarter	\$14,540.84
Initial Appearance Hearings	5
Show Cause Hearings	4
Pre Trial Hearings	2
Retention Purge- Final Phase Completed; OLD system completely closed out	

GENERAL RENTALS

Community Center Rentals	10
Meeting Room being updated for Usage of City Boards/Emergency Operations	

Fire Department 3rd Quarter Report FY24/25

April 01- June 30

Incidents	51
Events	8
Personnel	22
Man Hours	341

BRAZORIA COUNTY ESD #2: Sweeny F&R

04/01/2025 - 06/30/2025 (91 Days)

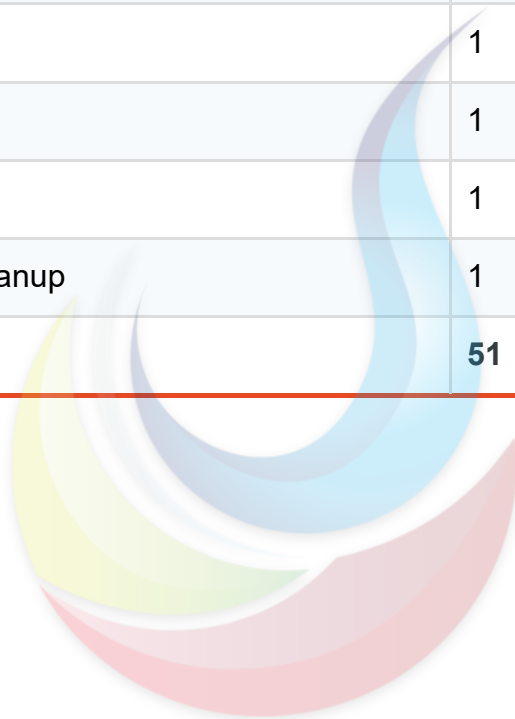
Breakdown by Incident Category

Incident Category	# Incidents	% of Total
Accident	24	47.05%
Fire	11	21.56%
Alarm	8	15.68%
Canceled	3	5.88%
HazMat	2	3.92%
Medical	1	1.96%
Smoke Investigation	1	1.96%
Utility Problem	1	1.96%
Total	51	100%

Detailed Breakdown by Incident Type

Incident Type	# Incidents	% of Total
Accident, potential accident, other	1	1.96%
Aircraft standby	12	23.52%
Alarm system activation, no fire - unintentional	1	1.96%
Alarm system sounded due to malfunction	1	1.96%
Brush or brush-and-grass mixture fire	3	5.88%
Building fire	1	1.96%
Dispatched & canceled en route	3	5.88%
False alarm or false call, other	6	11.76%

Fire in mobile home used as fixed residence	1	1.96%	Item 7.
Fire, other	2	3.92%	
Forest, woods or wildland fire	1	1.96%	
Gas leak (natural gas or LPG)	2	3.92%	
Grass fire	1	1.96%	
Medical assist, assist EMS crew	1	1.96%	
Motor vehicle accident with injuries	7	13.72%	
Motor vehicle accident with no injuries	3	5.88%	
Off-road vehicle or heavy equipment fire	1	1.96%	
Passenger vehicle fire	1	1.96%	
Power line down	1	1.96%	
Smoke scare, odor of smoke	1	1.96%	
Vehicle accident, general cleanup	1	1.96%	
Total	51	100%	



Executive Director Report

Week ending 3/14/2025

I have been speaking to Mr. Lopez. He wants to open a business in Sweeny. We had a conversation about what Sweeny needs.

I have been working with Doug Colvin, an attorney about Flash Fitness. I was asked to get invoices and serial numbers for the equipment and send to him. He asked to call and gently speak to the new owners about entering into an agreement for the equipment. I reached out to David and Jason to talk.

I emailed David Jordan to inform him the EDC board approved to move forward with cleaning up the industrial park and I will help with anything he may need.

Week ending 3/21/2025

I have forwarded to the EDC board the emails I received about people interested in setting up RV parks.

Sent Flash Fitness equipment list and all the corresponding information to the attorney and cc'd the EDC board.

Emailed Trilogy and reached out to Stark for updates for our meeting.

Worked on submitting yearly financial reports that must be reported to the State Comptroller every year by April 1st.

Week ending 3/28/2025

Prepare for our meeting on Monday. Meeting cancelled.

Working on getting the signatures updated at First State Bank.

Council approved the EDC to become a department of the city. Need to revise EDC bylaws. I researched other EDC's bylaws to get ideas, and I will provide to the board for our next meeting.

I tried to reach out to Absolute Fitness. I will turn it back over to the attorney next week.

TNMP update: The design was submitted this week for review. It should take about two weeks. Once it is approved, we should expect an invoice.

I have asked David for a meeting to discuss the industrial park and possibly get a better estimate of cost for the labor.

Once we get this information, we can discuss how to pay for it all. Hope to have by our next meeting.

I have requested a meeting with Patti and Debbie at The Economic Development Alliance for Brazoria County. I would like to discuss our need for a grocery store and pharmacy. I want to make them aware of the properties we have available.

I have reached out to them when Stewart's made the announcement. I want to reiterate the importance, and we need their help. (We do pay yearly membership to them for their services).

Week ending 4/4/2025

Betty Russo from the Governors office reached out to me. She will be in town on Tuesday, April 8th and would like to meet with me at 2:30 pm.

Stark needed any information we had on any soil testing done at the industrial park. I had to reach out to the people who did the testing back in 2015 and got everything together.

I met with David and Kaydi to discuss the industrial park and the council meeting. David did give his suggestion on changes to the bylaws. I will be present at the meeting. Kaydi did give me some information on the industrial park road, and it will be presented at the meeting tonight.

I did get in touch with David from Absolute Fitness. This is also on the agenda for tonight.

I reached out to the Brazoria County Alliance for a meeting to discuss our available properties in Sweeny and to discuss further about a grocery store and pharmacy.

Nina, Chamber of Commerce and the staff at the Alliance – Patti, Debbie, Gabe and Kenzie met with me yesterday. They will be listing the properties that we have available in their inventory list.

I met with the owners of the donut shop. The one in Angleton offers cookies, cupcakes and cakes. Since we don't have Stewart's, I thought I would ask. She stated she just doesn't have the manpower.

I did reach out to Equipment Share today to see how they are coming with the Performance Agreement.

Week ending 4/11/2025

We had our Special Meeting on Friday night.

Worked on the Quarterly reports and EDC update to turn into Kaydi for council meeting. Betty Russo, Governor's office and I were going to meet on Tuesday, but she had to reschedule. I met with someone interested in investing in Sweeny. He is interested in what type of grants EDC and City can help with. All I can say is he is negotiations and will reach out for guidance and assistance with more specifics as soon as he/she can. Got EDC bylaws and agenda memo turned in for city council meeting. Stark is having issues with the bank and or title company and needing clarification on the Special Warranty Deed. I am working with Jeff, Jenny and David to get this cleared up.

We had our meeting on Monday. I had reached out to Deputy Patterson and reported that at the meeting. I have been in conversations with Tina Stewart about getting me their information and getting it on the next agenda. I will be meeting with Emily Frey from West Brazos Market on April 22nd. I will be attending the P66 STEM luncheon on May 8th. I emailed attorney Colvin about the EDC board's decision not to pursue Flash Fitness. I sent an email to attorney Moore

about Elvira's Block Grant. Elvira reached out to me about her building. I just explained she owes us money and until she pays us in full, she will not be able to move forward on anything at that building. I reminded her we do have a lien on the property.

Elvira Alavarez reached out to me and wants to pay us for what she owes. I told her we would not turn down her payment. I have not received any payment.

Emailed Jeff to ask if there was anything else we could do: We have a deed of trust on file with the deed records. When this property is sold the title company would pay off the EDC, the deed of trust lien. If the owner's intent is to lease the property this would not result in a payoff of the deed of trust lien. It could mean however that she has revenue to hopefully pay the EDC.

In the email below you ask - Can we do something about this? Do we have any other options besides the lien we already have on the property? I do not think we could stop her from leasing the property. If we are in a first lien position, I guess we could foreclose on the deed of trust consistent with its terms. We could also file a lawsuit, but we might be spending good money to chase bad.

Let me know of any follow-up questions.

Thanks, Jeff

Spoke with Emily Frey with Brazosport Cares. The Bulldog Market place needs a new roof and windows, and she was looking for help from the EDC. I explained that there were not any grant monies right now. I also explained that they are non-profit and do not provide sales tax. She said she understood. I said I would keep an eye out for any grants I might see become available for her situation.

Equipment Share has provided their red-lined performance agreement. I am working on getting a Special Meeting together so we can get this going. I will send out for everyone to review.

Sent to the EDC board Equipment Share performance agreement that was redlined from Equipment Share. I also sent out an email from our Attorney Jeff Moore on the changes Equipment Share made. Forwarded email from Jeff Moore concerning competitive bids and EDC. Light poles are going out at the industrial park. The industrial park grass is out of hand again.

Worked on getting a date for a Special meeting to discuss Equipment Share performance agreement.

Met with David Jordan to clarify some things at the industrial park and to ask about the council's approval for the EDC to combine with the city.

Cecil Stark reached out and stated, now that he can see the electrical is going in and that the sewer has been approved to complete, he is wanting to let us know he will mow the industrial park if we credit his performance agreement. I explained it is on Monday's agenda.

Week ending 5/16/2025

We had our meeting on Monday. Working on getting all Stewart's information together. Spoke to Cecil Stark. He will mow and send an invoice for record keeping purposes. Everything is good on his end. They are moving forward with his plans on his building. Spoke to Mark from Equipment Share. The initial problem with Section 10 was too much verbiage. They are going to edit it and send it back to us. They sent it to legal so it may take some time. They are anxious to get things going as soon as we get everything approved. I spoke to Elvira and she wants to pay us. She says she understands about the lien.

I have been working on straightening up and moving things around at the Public Works building and moving things out of storage. The storage will be empty by the end of the month.

I will be working most of the day moving things from storage and at the Public Works building.

Week ending 5/23/2025

I met with David to line things out for the move. Worked on Stewarts information.

Finally got everything has been worked out with Stark Inc. There was still some confusion. I did have to make a trip to LJ to deliver paperwork.

Elvira reached out to me she is wanting a copy of her Block Grant.

Equipment Share has returned the performance agreement with their changes to Section 10. I have sent that to you as well as to our attorney to review. I am working with The Facts newspaper to set the public hearing.

I have spent most of the week moving everything out of storage and getting things moved and organized at my new place.

Week ending 5/30/2025

Monday was a holiday, though I worked all weekend moving and cleaning and getting set up. I am excited. Thank you to everyone for making this much needed change happen.

Worked on packing things from home office to move to the new office. Working on agenda.

Our public hearing on Equipment Share will be held at our next regular meeting. It will be published in the June 3 Facts newspaper.

Prepared and sent the local tax information for Stewart's.

Pop in next week for a quick look and visit. I will be at city hall training for part of the day, then at the office. I will report to city hall on Monday at 8:30 am.

Profit and Loss - copy

Item 7.

Sweeny Economic Development Corporation

April-June, 2025

DISTRIBUTION ACCOUNT	TOTAL
Income	
Bank Interest	1,327.76
Sales Tax Income	44,551.50
Total for Income	\$45,879.26
Cost of Goods Sold	
Gross Profit	\$45,879.26
Expenses	
Admin. Expense	0
Legal Services Fees	1,108.59
Medical Insurance	386.12
Office Supplies	723.71
Phone/Internet	83.36
Rent	280.00
Total for Admin. Expense	\$2,581.78
Loan Interest Expense	7,260.93
Memberships	1,100.00
Payroll Expenses	0
Taxes	400.22
Wages	4,677.55
Total for Payroll Expenses	\$5,077.77
Total for Expenses	\$16,020.48
Net Operating Income	\$29,858.78
Other Income	
Other Expenses	
Net Other Income	0
Net Income	\$29,858.78

Balance Sheet
Sweeny Economic Development Corporation
As of June 30, 2025

Distribution account	Total
Assets	
Current Assets	
Bank Accounts	
Money Market Acct #1038451	5,537.90
Now Acct. #1038478	43,358.28
TexPool	184,470.05
Total for Bank Accounts	\$233,366.23
Other Current Assets	
Loan - Elvira	8,325.00
Undeposited Funds	
Total for Other Current Assets	\$8,325.00
Total for Current Assets	\$241,691.23
Fixed Assets	
Industrial Park Property	1,446,131.69
Phase I	221,145.32
Phase II	112,325.67
Phase III	98,321.12
Phase IV	23,125.20
Total for Industrial Park Property	\$1,901,049.00
Total for Fixed Assets	\$1,901,049.00
Other Assets	
Total for Assets	\$2,142,740.23
Liabilities and Equity	
Liabilities	
Current Liabilities	
Payroll Liabilities	9,173.00
Federal Taxes (941/943/944)	1,621.99
Federal Unemployment (940)	-43.32
Medical	2,508.73
Total for Payroll Liabilities	\$13,260.40
Long-term Liabilities	
Southside Bank Loan	761,099.49
Total for Long-term Liabilities	\$761,099.49
Total for Liabilities	\$774,359.89
Equity	
Retained Earnings	1,279,800.78
Net Income	78,589.56
Opening Bal Equity	9,990.00
Total for Equity	\$1,368,380.34
Total for Liabilities and Equity	\$2,142,740.23



AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Item 8.

Meeting Date	07/15/2025	Agenda Items	
Approved by City Manager		Presenter(s)	Administration
Reviewed by City Attorney		Department	Administration / Public Works
Subject	Discussion and possible action to sewer and drainage concerns and reimbursement request for 105 Main; S Town Legends		
Attachments / Supporting documents	Summary of Business Disruptions and Losses		
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Summary of Business Disruptions and Losses Due to Sewage Backups

S Town Legends- Loss Cause Report

Incident # 1- May 8

The restaurant was forced to close early due to sewage water backing up through the kitchen floor drains and bathroom toilets. The flooding necessitated hiring a plumber to investigate and mitigate the issue.

Total cause of Loss Incurred: \$1,550

Incident #2 - April 21 and June 3

On both April 21 and June 3, the restaurant was unable to open for business due to similar sewage backups through the kitchen and bathroom plumbing systems. These closures resulted in loss of revenue.

Total cause of Loss Incurred: \$2,400

Incident #3 - June 14

The restaurant experienced major flooding due to sewage backing up through the plumbing. Heavy rain on this day exacerbated the flooding, which affected the entire building. We were forced to close operations and cancel a scheduled catering event due to the damage sustained.

Total cause of Loss Incurred: \$2,100

Total Loss from all incidents: \$6,050



AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Item 9.

Meeting Date	07/15/2025	Agenda Items	Agenda Request
Approved by City Manager	Yes	Presenter(s)	Requestor: Paula Jeffries
Reviewed by City Attorney		Department	Police Department
Subject	Discussion and possible action relating to agenda request received for Police Department Special Investigation; Paula Jeffries		
Attachments / Supporting documents	Agenda Request		
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		



CITY OF SWEENY

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

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

Personal Information:

Name: Paula Jeffries

Mailing Address: [REDACTED] Sweeny, Texas 77480

Physical Address: Same

Email(s): [REDACTED]

Phone(s): [REDACTED]

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

I am formally requesting that the City Council take action to direct the City Manager to initiate a special investigation into the conduct of the City Police Department in connection with their handling of the murder investigation of my daughter, Michaela Elizabeth Jefferies, which occurred on November 15, 2024 in Sweeny at Windmill Run Apartments. Pursuant to Article V, Section 5.04 of the City Charter, which states: "At the head of each department there shall be a Director who shall be appointed, and who may be removed, by the City Manager," I believe it is within the City Manager's authority and obligation to conduct a thorough inquiry into the leadership and operations of the police department. This request is based on the following serious concerns: Gross incompetence exhibited by the Chief and members of the police department during the course of the investigation. Blatant misconduct, including inappropriate behavior and harassment directed at the victim's family by the Chief and officers assigned to the case. Clear negligence that may have compromised both the integrity and effectiveness of the investigation. The purpose of the special investigation is to determine the extent of any procedural failures or violations of policy or law, and to identify and hold accountable those individuals whose actions or omissions may have obstructed justice or otherwise failed to meet the professional and ethical standards expected of the department. This is necessary to restore public trust and ensure accountability within our law enforcement institutions.

Signature: Paula Jefferies Date: 07-04-25

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

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



AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Meeting Date	07/15/2025	Agenda Items	Agenda Request
Approved by City Manager	Yes	Presenter(s)	Requestor: Phillips Family/Weeks
Reviewed by City Attorney		Department	Police Department
Subject	Discussion and possible action to agenda request received regarding case of Robert Phillips; Phillips Family/Weeks		
Attachments / Supporting documents	Agenda Request		
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Kaydi Smith

From: City Manager
Sent: Tuesday, July 8, 2025 10:19 AM
To: Sunni Weeks; Dusty Hopkins
Cc: Kaydi Smith
Subject: RE: City Council Agenda

Follow Up Flag: Follow up
Flag Status: Flagged

I have asked the City secretary to put a place holder on the agenda for this Item. We really need the request for agenda item to be filled out so the council has back ground information and it can be posted correctly on the agenda if the Council chooses to take any kind of action. This form can be found on our web page at www.sweenytx.gov

I will say that due to the complaint from Ms. Jeffries that was filled after last months Council meeting that a joint investigation into the complaint has been initiated using outside sources to review any aspect that may associated with ongoing investigations that I as a non commissioned law enforcement should not have.

I am happy to sit down with any and all the family members to discuss what I can. Rest assured these murders are heavy on all of our councilmembers minds and heart along with mine.
Feel free to call me any time.

David Jordan
City Manager
City of Sweeny
979-824-0455

From: Sunni Weeks [REDACTED]
Sent: Tuesday, July 8, 2025 8:19 AM
To: City Manager <citymanager@sweenytx.gov>; Dusty Hopkins <mayor@sweenytx.gov>
Subject: City Council Agenda

Good morning. The Phillips family is requesting Robert Phillips murder be put on the agenda for July.

Thank you,

Sunni Sproles

CITY OF SWEENY

Item 10.

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

Personal Information:

Name:

Mailing Address:

Physical Address:

Email(s):

Phone(s):

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

I wish for the unsolved murder case of Robert Phillips be out on the agenda. I'd like details regarding the The case, why video evidence that as was turned into officer Ferrell was not turned over To Chief Caudle. The conduct of Officer Ferrell during this investigation, the manner in which this case has been mishandled.

Signature:

Date:



AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Meeting Date	07/15/2025	Agenda Items	Update
Approved by City Manager	Yes	Presenter(s)	John Richers
Reviewed by City Attorney		Department	WBDD No. 11
Subject	Discussion and possible action to update from West Brazos Drainage District No. 11; John Richers		
Attachments / Supporting documents			
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		



AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Meeting Date	07/15/2025	Agenda Items	
Approved by City Manager		Presenter(s)	Parks & Rec Board
Reviewed by City Attorney		Department	Boards/City Secretary
Subject	Discussion and possible action to appoint Parks and Recreation Board members for a two-year term.		
Council Strategic Goals	Sense of Community		
Attachments / Supporting documents	Applications Received; Massey & Tolley		
Financial Information	Expenditure Required:		
	Amount Budgeted:		
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

Sweeny Parks and Recreation Board wishes to reinstate the current members and their positions for the 2025-2026 calendar. Attached are Massey and Tolley's application for re-appointment. Their terms were expiring and have re-applied to continue serving. These are the only two applications received.

Applications are accepted year round. Applications received are held for one calendar year. In the event you are appointed to a Board, you are required to resubmit an application upon end of term if you are seeking re-election by the said board.

Parks and Recreation Board is requesting Council to approve and appoint Jenny Massey and Woodrow Tolley for an additional two year term to expire in 2027.

The Parks and Rec Board consists of five members. Three are appointed in even number years and two shall be appointed in odd numbered years. Other members of the board are Cerrington Massey, Keith Howell, and Caniel "Shaun" Massey.

Recommended Action

If Approving:

Move to re-appoint Jenny Massey and Woodrow Tolley to the Parks and Recreation Board for an additional term of two years, to expire in 2027.



CITY OF SWEENY

Item 12.

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

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

Personal Information:

Name: Cerrington Massey

Mailing Address: _____

Physical Address: _____

Email(s): _____

Phone(s): _____

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

Agenda Memo -

Please place on the Agenda the applications received for Parks & Recs to be reviewed and voted on by the City Council.

Signature: Cerrington Massey Date: 7/9/25

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

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



CITY OF SWEENY

CITY USE ONLY:
Application Expiration Date _____
OR
Appointment Date (if) _____

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

APPLICATION FOR BOARDS & COMMISSIONS

Please complete and return applications to the Office of the City Secretary located at City Hall or submit electronically to info@sweenytx.gov.

All applications received are retained for one calendar year, starting from the date applications is received. Once application has expired, you will be required to resubmit a new application.

In the event your are appointed to a board or commission in which you applied, your application will be filed away as of the date of appointment. Upon term expiration, of said board/commission in which you've previously been appointed too, if you choose to seek re-election, you will be required to re-submit a new application.

APPLICATION FOR:

Crime Control & Prevention District ☐

Parks & Recreation Board ☒

Planning & Zoning Board of Commissioners ☒

Sweeny Economic Development Corporation (SEDC) ☐

PERSONAL INFORMATION:

Massey
Last Name

Jenny
First Name

Date of Birth

Phone

Email

District Testing Coordinator
Assistant Principal
Occupation

Mailing Address

Sweeny Tx
Mailing Address

Physical Address

Sweeny Tx
Physical Address

Are you are resident of Sweeny? ☒ Yes ☐ No

If no, do you live within 10 miles of the center of Sweeny ? ☐ Yes ☐ No

Length of residency _____

Are you a Registered Voter in Brazoria County? ☒ Yes ☐ No

Voters Registration Number _____

Drivers License Number _____

CONFLICT OF INTEREST:

Do you, your spouse, or your employer have any financial interest, directly or indirectly, in matters that might come before the board or commission being applied for? ☐ Yes ☒ No

Do you, your spouse, or your employer have any financial interest, directly or indirectly, in the sale to the City of any land, materials, supplies, or service? ☐ Yes ☒ No

SERVICE INFORMATION:



CITY OF SWEENY

CITY USE ONLY:
Application Expiration Date _____
OR
Appointment Date (if) _____

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

Please list all City affiliated boards/commissions you are currently serving on and provide length of service.

Sweeny EDC (4 yrs) Parks & Recs (1 yr)

Please provide a brief background on yourself and tell why you are applying for the specified position. What is your vision for specified organization? *Please note that all boards and commissions are on a volunteer basis. No compensation is awarded for serving.*

Vision is to provide parks and recreation facilities that are safe, well maintained, and offer diverse opportunities for recreation, health, and community building.

REFERENCES: Please provide contact information for two (2) references:

Name (First, Last)

Caniel Massey

Phone Number

Email

How acquainted?

Husband

Name (First, Last)

Cerrington Massey

Phone Number

Email

How acquainted?

Son

SIGNATURE

DATE

FOR OFFICE USE ONLY:

Date Received _____ Time _____ By _____

Forwarded to Board/President/Affiliate _____ Date/Time _____

Application Expiration Date _____ (One year from date received)

Appointment Date _____ (File away on date of appointment with newly appointed paperwork for said board.)



CITY OF SWEENY

CITY USE ONLY

Item 12.

Application Expiration Date 6/17/20

OR

Appointment Date (if) _____

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

APPLICATION FOR BOARDS & COMMISSIONS

Please complete and return applications to the Office of the City Secretary located at City Hall or submit electronically to info@sweenytx.gov.

All applications received are retained for one calendar year, starting from the date applications is received. Once application has expired, you will be required to resubmit a new application.

In the event your are appointed to a board or commission in which you applied, your application will be filed away as of the date of appointment. Upon term expiration, of said board/commission in which you've previously been appointed too, if you choose to seek re-election, you will be required to re-submit a new application.

APPLICATION FOR:

Crime Control & Prevention District

☐

Parks & Recreation Board

☒

Planning & Zoning Board of Commissioners

☐

Sweeny Economic Development Corporation (SEDC)

☐

PERSONAL INFORMATION:

Tolley
Last Name

Woodrow
First Name

[REDACTED]
Date of Birth

[REDACTED]
Phone

[REDACTED]
Email

self employed
Occupation

[REDACTED]
Mailing Address

5 Sme
Physical Address

Are you are resident of Sweeny? ☐ Yes ☒ No

If no, do you live within 10 miles of the center of Sweeny ? ☒ Yes ☐ No

Length of residency 10 years

Are you a Registered Voter in Brazoria County? ☒ Yes ☐ No

Voters Registration Number _____

Drivers License Number [REDACTED]

CONFLICT OF INTEREST:

Do you, your spouse, or your employer have any financial interest, directly or indirectly, in matters that might come before the board or commission being applied for? ☐ Yes ☒ No

Do you, your spouse, or your employer have any financial interest, directly or indirectly, in the sale to the City of any land, materials, supplies, or service? ☐ Yes ☒ No

SERVICE INFORMATION:



Item 12.

Appointment Date (if) _____

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AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Meeting Date	07/15/2025	Agenda Item	Resolution for Equipment Share
Approved by City Manager		Presenter(s)	Jenny Massey/Michelle Medina
Reviewed by City Attorney		Department	Sweeny EDC
Subject	Resolution for Equipment Share		
Attachments			
Financial Information	Expenditure Required:		
	Amount Budgeted:		
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

Anything over \$10,000 must have a resolution passed by the city council. This is just the next step after the project has been approved.

Recommended Action

The Sweeny EDC recommends the approval the resolution for Equipment Share for 7.678 acres valued at \$214,984.00

RESOLUTION NO. 25-104

A RESOLUTION OF THE CITY OF SWEENEY, TEXAS, APPROVING AN ECONOMIC INCENTIVE AND PERFORMANCE AGREEMENT BY AND BETWEEN THE SWEENEY ECONOMIC DEVELOPMENT CORPORATION, A TYPE B DEVELOPMENT CORPORATION OPERATING PURSUANT TO CHAPTER 505 OF THE TEXAS LOCAL GOVERNMENT CODE AND EQUIPMENTSHARE.COM INC; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Sweeny Economic Development Corporation (the SEDC) is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended, and Equipmentsshare.com Inc. who desires to operate an equipment rental company within the city limits of the City of Sweeny, Texas; and

WHEREAS, the SEDC desires to enter an Economic Incentive and Development Agreement, a copy of which is attached as Exhibit "A" and is incorporated herein for all purposes, with Equipmentsshare.com, Inc., to construct and operate an equipment rental business on a 7.678 acre tract of land located in the Sweeny Economic Development Park addition; and

WHEREAS, Section 501.073(a) of the Texas Local Government Code requires the City Council of the City of Sweeny, Texas, to consider for approval all programs and expenditures of the SEDC.

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

Section One (1): The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section Two (2): That the City Council of the City of Sweeny, Texas, does hereby approve and authorize the execution of the Performance Agreement by and between the SEDC and Equipmentsshare.com Inc., a copy of which is attached hereto and incorporated herein for all purposes.

Section Three (3): This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED this _____ day of _____, 2025.

DUSTY HOPKINS, Mayor of the
City of Sweeny, Texas

ATTEST:

KAYDI SMITH, City Secretary

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** by and between the **SWEENY ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “EDC”), and **EQUIPMENTSHARE.COM INC**, a Delaware corporation (hereinafter referred to as “Developer”), is made and executed on the following recitals, terms and conditions.

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

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

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

WHEREAS, Developer has applied to the EDC for economic development assistance necessary to construct and operate a shop, warehouse, wash bay, office, and stabilized yard for its Advanced Solutions division to be located on an approximately 7.678 acre tract of land in the Sweeny Economic Development Park addition, an addition to the City of Sweeny, Brazoria County, Texas (hereinafter referred to as the “Property”); and

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

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

NOW, THEREFORE, for and in consideration of the agreements contained herein, and

other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the EDC and Developer agree as follows:

SECTION 1. FINDINGS INCORPORATED.

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

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **December 31, 2040**, unless terminated sooner under the provisions hereof. If the aggregate taxable sales from the Property during the Term of this Agreement equals or exceeds **Two Hundred Fourteen Thousand, Nine Hundred Eighty-Four and No/100 Dollars (\$214,984.00)** with proof acceptable to the EDC for taxable sales any time on or before **December 31, 2028**, this Agreement shall terminate automatically without further notice to either party.

SECTION 3. DEFINITIONS.

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

- (a) **Act.** The word “Act” means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word “Agreement” means this Performance Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (c) **Developer.** The word “Developer” means Equipmentsshare.com Inc, a Delaware corporation, its successors and assigns, whose address for the purposes of this Agreement is 5710 Bull Run, Columbia, Missouri 65201.
- (d) **EDC.** The term “EDC” means the Sweeny Economic Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 111 W. 3rd Street, Sweeny, Texas 77480.
- (e) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and between the Developer and the EDC.
- (f) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (g) **Full-Time Equivalent Employment Position.** The words “Full-Time Equivalent Employment Position” or “Full-Time Equivalent Employment Positions” mean and

include a job requiring a minimum of One Thousand Nine Hundred Twenty (1,920) hours of work averaged over a twelve (12) month period.

- (h) **Property.** The word “Property” means the approximately 7.678 acre tract of land in the Sweeny Economic Development Park addition, an addition to the City of Sweeny, Brazoria County, Texas, as generally described and/or depicted in ***Exhibit A*** of this Agreement, which is attached hereto and is incorporated herein for all purposes.
- (i) **Qualified Expenditures.** The words “Qualified Expenditures” mean those expenditures consisting of the construction of a shop, warehouse, wash bay, office, and stabilized yard, consisting of a minimum 12,000 square foot building with 2,500 square feet of conditioned space, located on the Property, and which meet the definition of “project” as that term is defined in Sections 501.101 and 501.103 of the Act, and meet the definition of “cost” as that term is defined in Section 501.152 of the Act.
- (j) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE COVENANTS OF DEVELOPER.

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

- (a) **Qualified Expenditures.** Developer covenants and agrees to commence construction of the Qualified Expenditures within 120 days of the EDC’s completion of the road and utilities leading to the Property. Further, Developer covenants and agrees to complete construction of the shop, warehouse, wash bay, office, and stabilized yard within eighteen (18) months of the City of Sweeny’s completion of the road and utilities leading to the Property. Developer may begin construction on the Effective Date, and the City of Sweeny will work in good faith to minimize the disruption of the Developer’s construction of the Qualified Expenditures while the City of Sweeny is completing the road and utilities leading to the Property.
- (b) **Certificate of Occupancy.** Developer covenants and agrees to apply for or cause to be obtained within eighteen (18) months of the EDC’s completion of the road and utilities leading to the Property, a certificate of occupancy from the City of Sweeny, Texas, for a shop, warehouse, wash bay, office, and stabilized yard located on the Property.
- (c) **Operate Shop, Warehouse, Office, and Yard.** Developer covenants and agrees to maintain and operate the shop, warehouse, office, and yard located on the Property starting no later than eighteen (18) months of the EDC’s completion of the road and utilities leading to the Property, and during the Term of this Agreement.
- (d) **Job Creation and Retention.** Developer covenants and agrees during the Term of this

Agreement to employ and maintain a minimum of seven (7) Full-Time Equivalent Employment Positions working at the Property. Additionally, Developer covenants and agrees to employ and maintain a minimum of thirteen (13) additional Full-Time Equivalent Employment Positions working at the Property by **December 31, 2040**. Developer covenants and agrees on or before **September 1, 2026**, Developer shall deliver to EDC an annual compliance verification signed by a duly authorized representative of Developer that shall certify the number of Full-Time Equivalent Employment Positions, and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions (the "Compliance Verification"). The Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.

- (e) **Acquisition of the Property.** Developer covenants and agrees to acquire the Property from the EDC within ninety (90) days of the Effective Date of this Agreement or consistent with the terms of a real estate sales contract in a form mutually agreeable and executed by and between the Developer and the EDC. The Developer covenants and agrees the Property has a value of **Two Hundred Fourteen Thousand, Nine Hundred Eighty-Four and No/100 Dollars (\$214,984.00)** ("Original Property Value"). Developer covenants and agrees to execute a deed of trust lien or other lien in a form acceptable to the EDC providing a first lien position the Property.
- (f) **Performance Conditions.** Developer agrees to make, execute, and deliver to EDC such other instruments, documents and other agreements as EDC or its attorneys may reasonably request to evidence this Agreement.
- (g) **Performance.** Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the Developer and EDC.

SECTION 5. AFFIRMATIVE COVENANTS OF EDC.

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

- (a) **Conveyance of the Property.** The EDC covenants and agrees to convey to the Developer good and indefeasible fee simple title to the Property, free and clear of any liens or other encumbrances, by special warranty deed within ninety (90) days of the Effective Date of this Agreement or consistent with the terms of a real estate sales contract in a form mutually agreeable and executed by and between the Developer and the EDC.
- (b) **Performance.** EDC agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the Developer and EDC.
- (c) **Third Party Financing.** EDC agrees the Developer's obligation to fulfill the terms of this

Agreement is contingent on the Developer obtaining third-party financing to fund the construction of the shop, warehouse, office, and yard on the Property. In the event the Developer fails to obtain third-party financing within thirty (30) days of the EDC approving this contract and the City's approval to construct the road and utilities, the Developer may unilaterally terminate this Agreement. In such case, the Property will not be conveyed to Developer.

- (d) **Construction of Road and Utilities.** EDC agrees the Developer's obligation to fulfill the terms of this Agreement is contingent on the EDC constructing a road and installation of utilities to the Property, in accordance with the Scope of Work attached hereto as ***Exhibit B*** of this Agreement, which is attached hereto and is incorporated herein for all purposes.

SECTION 6. CESSATION OF ADVANCES.

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

SECTION 7. EVENTS OF DEFAULT.

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

- (a) **General Event of Default.** Failure of Developer or EDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Developer or EDC to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between Developer and EDC is an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made herein to EDC by Developer that is false or misleading in any material respect is an Event of Default.
- (c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer, that is not dismissed within sixty (60) days is an Event of Default.
- (d) **Ad Valorem Taxes.** Developer allows its ad valorem taxes owed to the City of Sweeny, Texas, to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from EDC and/or Brazoria County Central Appraisal District is an Event of Default.

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

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

In the event Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the Parties agree and acknowledge that the actual damages to the EDC resulting from such a default would be difficult or impracticable to calculate with precision. The Developer shall immediately pay to the EDC liquidated damages in an amount calculated as follows: Original Property Value - Cumulative Sales Tax Generated and Remitted. The “Cumulative Sales Tax Generated and Remitted” means the total verifiable sales tax revenue generated from operations on the Property and remitted to the City of Sweeny from the Effective Date through the date of default (the difference between the two being the “Liquidated Damages”). The minimum Liquidated Damages amount shall be \$0.00, even if the calculation results in a negative number. In the event of default, Developer shall provide documentation of all sales tax remitted to the City of Sweeny. The Parties agree the specified Liquidated Damages represent a reasonable estimate of the anticipated harm and are agreed upon as fair compensation, not as a penalty.

SECTION 9. INDEMNIFICATION.

Each party (the “Indemnifying Party”) shall indemnify, defend, and hold harmless the other party, including its respective directors, officers, agents, attorneys, and employees (collectively, the “Indemnitees”), from and against any and all third-party claims, demands, actions, proceedings, liabilities, losses, damages, or expenses (including reasonable attorneys’ fees) to the extent arising from (i) the gross negligence, willful misconduct, or breach of this Agreement by the Indemnifying Party or its agents, representatives, or employees; or (ii) any use of funds or assistance provided under this Agreement that violates applicable law or this Agreement. Notwithstanding the foregoing, no party shall be liable for any indemnification to the extent such claim arises out of the gross negligence, willful misconduct, or breach of this Agreement by the Indemnitee. The Indemnitee shall promptly notify the Indemnifying Party of any such claim, demand, or action; however, failure to provide prompt notice shall not relieve the Indemnifying Party of its obligations under this Section unless such failure materially prejudices its ability to defend against the claim. The Indemnifying Party shall have the right to participate in and, if it so elects, assume the defense of any such claim with counsel reasonably acceptable to the Indemnitee. Any proposed settlement or compromise that may result in an obligation of the Indemnifying Party shall be subject to the Indemnifying Party’s prior written consent, which shall not be unreasonably withheld or delayed.

SECTION 10. EARLY TERMINATION.

In the event that Developer desires to terminate this Agreement prior to the end of the Term, Developer shall provide notice to EDC and pay, as an early termination fee, the amount of Liquidated Damages that would be due if an Event of Default were to occur, as set forth *infra* in Section 8.

SECTION 11. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Brazoria County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party, but such consent shall not be unreasonably withheld, delayed, or conditioned.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Developer warrants and represents that the individual or individuals executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. EDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Filing.** This Agreement shall be filed in the deed records of Brazoria County, Texas. The provisions of this Agreement shall be deemed to run with the land and shall be binding on heirs, successors and assigns of the Developer.
- (h) **Notices.** Any notice or other communication required or permitted by this Agreement

(hereinafter referred to as the “Notice”) is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to EDC: Sweeny Economic Development Corporation
111 W. 3rd Street
Sweeny, Texas 77480
Attn: Michelle Medina, Executive Director
Telephone: (979) 548-2894

if to Developer: Equipmentsshare.com Inc
5710 Bull Run
Columbia, Missouri 65201
Attn: Legal Department
Telephone: _____
Email: legal.general@equipmentsshare.com

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

[The Remainder of this Page Intentionally Left Blank]

DEVELOPER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS PERFORMANCE AGREEMENT, AND DEVELOPER AGREES TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS IS PROVIDED HEREIN.

EDC:

**SWEENY ECONOMIC DEVELOPMENT
CORPORATION,**

a Texas non-profit corporation

By: _____

, President

Date Signed: _____

ATTEST:

, Secretary

STATE OF TEXAS

§

§

COUNTY OF BRAZORIA

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This instrument was acknowledged before me on the ____ day of _____, 2025, by _____, President of the Sweeny Economic Development Corporation, a Texas non-profit corporation, on behalf of said Texas corporation.

Notary Public, State of Texas

DEVELOPER:

EQUIPMENTSHARE.COM INC,
a Delaware corporation,

By: _____

Jabbok Schlacks, CEO

Date Signed: _____

STATE OF _____

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on the ____ day of _____, 2025,
by Jabbok Schlacks, CEO of Equipmentsshare.com, Inc., a Delaware corporation, on behalf of said
Delaware corporation.

Notary Public, State of _____

Exhibit A

[Legal Description and/or Depiction of the Property]

Exhibit B

[Scope of Work for EDC running road and utilities to Property]

FIELD NOTES FOR 67.263 ACRES

DESCRIPTION OF A 67.263 ACRE TRACT OF LAND, LOCATED WITHIN THE C. BREEN SURVEY, ABSTRACT NO. 46 BEING A PORTION OF THE REMAINDER OF A CALLED 77.74 ACRE TRACT AS RECORDED IN COUNTY CLERK'S FILE NO. (C.C.F.N.) 201001263 OF THE OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY TEXAS (O.P.R.B.C.T.), REFERRED TO HEREINAFTER AS THE ABOVE REFERENCED TRACT OF LAND, SAID 67.263 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, (NAD83) SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS):

BEGINNING AT A 5/8-INCH CAPPED IRON ROD, STAMPED "BAKER & LAWSON", SET FOR A SOUTHERLY CORNER OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING IN THE EAST LINE OF A CALLED 24.5936 ACRE TRACT AS RECORDED IN C.C.F.N. 2020020258 OF THE O.P.R.B.C.T. AND THE NORTHWEST CORNER OF RESTRICTED RESERVE "F" SWEENEY ECONOMIC DEVELOPMENT PARK AS RECORDED IN C.C.F.N. 2014041799 OF THE O.P.R.B.C.T.;

THENCE NORTH 07°36'22" EAST, ALONG A SOUTHERLY LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE EAST LINE OF SAID 24.5936 ACRE TRACT, A DISTANCE OF 128.56 FEET TO A 4-INCH CAP IN CONCRETE FOUND FOR AN INTERIOR CORNER OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE NORTHEAST CORNER OF SAID 24.5936 ACRE TRACT;

THENCE NORTH 81°43'17" WEST, CONTINUING ALONG THE SOUTH LINE OF THE ABOVE REFERENCED TRACT OF LAND, A DISTANCE OF 447.91 FEET TO A 1/2-INCH CAPPED IRON ROD FOUND FOR CORNER, SAME BEING THE NORTHWEST CORNER OF SAID 24.5936 ACRE TRACT;

THENCE SOUTH 44°50'41" WEST, CONTINUING ALONG THE SOUTH LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING A NORTHWEST LINE OF SAID 24.5936 ACRE TRACT, A DISTANCE OF 185.09 FEET TO A 4-INCH CAP IN CONCRETE FOUND FOR THE SOUTHWEST CORNER OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING IN THE WEST LINE OF SAID 24.5936 ACRE TRACT AND THE EAST CORNER OF A CALLED 14.44 ACRE TRACT AS RECORDED IN C.C.F.N. 2021039022 OF THE O.P.R.B.C.T.;

THENCE NORTH 23°07'58" WEST, ALONG THE SOUTHWEST LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE NORTHEAST LINE OF SAID 14.44 ACRE TRACT, A DISTANCE OF 18.28 ACRES TRACT AS RECORDED IN C.C.F.N. 2013004757 OF THE O.P.R.B.C.T. AND THE NORTHEAST LINE OF A CALLED 17.82 ACRE TRACT AS RECORDED IN C.C.F.N. 2004058650 OF THE O.P.R.B.C.T., A DISTANCE OF 1,193.50 FEET TO A 4-INCH CAP IN CONCRETE FOUND FOR THE WEST CORNER OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE SOUTHWEST CORNER OF A CALLED 115.7 ACRE TRACT AS RECORDED IN C.C.F.N. 2022061028 OF THE O.P.R.B.C.T. FOR THE NORTH CORNER OF SAID 17.82 ACRE TRACT;

THENCE NORTH 42°03'51" EAST, ALONG THE NORTHWEST LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE SOUTHWEST LINE OF SAID 115.7 ACRE TRACT, THE SOUTHWEST LINE OF A CALLED 76.56 ACRE TRACT AS RECORDED IN C.C.F.N. 1982027916 OF THE O.P.R.B.C.T. AND THE SOUTHWEST LINE OF A CALLED 90 ACRE TRACT AS RECORDED IN C.C.F.N. 2015051684 OF THE O.P.R.B.C.T., A DISTANCE OF 1,631.24 FEET TO A 4-INCH CAP IN CONCRETE FOUND FOR THE NORTH CORNER OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE WEST CORNER OF A CALLED 4.78 ACRE TRACT AS RECORDED IN C.C.F.N. 2005073181 OF THE O.P.R.B.C.T. FOR THE EAST CORNER OF SAID 90 ACRE TRACT;

THENCE SOUTH 48°04'13" EAST, ALONG THE NORTHEAST LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE SOUTHWEST LINE OF SAID 4.78 ACRE TRACT, A DISTANCE OF 684.58 FEET TO A 3/8-INCH IRON PIPE, FOUND FOR CORNER, SAME BEING THE WEST CORNER OF A CALLED 9.55 ACRE TRACT AS RECORDED IN C.C.F.N. 2017010213 OF THE O.P.R.B.C.T. AND THE SOUTH CORNER OF SAID 4.78 ACRE TRACT;

THENCE SOUTH 47°33'16" EAST, CONTINUING ALONG THE NORTHEAST LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE SOUTHWEST LINE OF SAID 9.55 ACRE TRACT, A DISTANCE OF 270.89 FEET TO A 4-INCH CAP IN CONCRETE, FOUND FOR THE NORTHEAST CORNER OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE NORTH CORNER OF A CALLED 7.96 ACRE TRACT AS RECORDED IN C.C.F.N. 2012048472 OF THE O.P.R.B.C.T.;

THENCE SOUTH 03°38'37" WEST, ALONG THE EAST LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE WEST LINE OF SAID 7.96 ACRE TRACT, A DISTANCE OF 1,192.14 FEET TO A 5/8-INCH CAPPED IRON ROD, STAMPED "BAKER & LAWSON", SET FOR CORNER, SAME BEING THE NORTHWEST CORNER OF A CALLED 54.35 ACRE TRACT AS RECORDED IN C.C.F.N. 2010048392 OF THE O.P.R.B.C.T. AND THE SOUTH CORNER OF SAID 7.96 ACRE TRACT;

THENCE SOUTH 03°49'08" WEST, CONTINUING ALONG THE EAST LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE WEST LINE OF SAID 54.35 ACRE TRACT, A DISTANCE OF 577.97 FEET TO A 1/2-INCH CAPPED IRON ROD, STAMPED "STROUD", FOUND FOR THE SOUTHEAST CORNER OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE NORTHEAST CORNER OF THE CALVIE BROWN SUBDIVISION AS RECORDED IN C.C.F.N. 2006036605 OF THE O.P.R.B.C.T.;

THENCE SOUTHWESTERLY, ALONG THE SOUTH LINE OF THE ABOVE REFERENCED TRACT, SAME BEING THE NORTH LINE OF SAID CALVIE BROWN SUBDIVISION, THE FOLLOWING COURSES AND DISTANCES:

THENCE NORTH 88°09'42" WEST, A DISTANCE OF 41.76 FEET TO A 5/8-INCH CAPPED IRON ROD, STAMPED "CDW", FOUND FOR CORNER;

THENCE SOUTH 27°37'20" WEST, A DISTANCE OF 135.64 FEET TO A 5/8-INCH CAPPED IRON ROD, STAMPED "CDW", FOUND FOR CORNER;

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

THENCE NORTHEASTERLY, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 139.72 FEET, SAID CURVE HAVING A RADIUS OF 1,000.00 FEET, A CENTRAL ANGLE OF 08°00'19", A CHORD WHICH BEARS NORTH 13°02'15" EAST, A DISTANCE OF 139.80 FEET TO A 5/8-INCH CAPPED IRON ROD, STAMPED "BAKER & LAWSON", SET FOR CORNER;

THENCE NORTH 73°01'24" WEST, CONTINUING ALONG THE SOUTH LINE OF THE ABOVE REFERENCED TRACT OF LAND, OVER AND ACROSS SAID CALVIE BROWN ROAD AND ALONG THE NORTH LINE OF SAID RESTRICTED RESERVE "F", A DISTANCE OF 186.51 FEET TO A 5/8-INCH CAPPED IRON ROD, STAMPED "BAKER & LAWSON", SET FOR CORNER, SAME BEING AN INTERIOR CORNER OF SAID RESERVE "F";

THENCE NORTH 07°36'22" EAST, CONTINUING ALONG THE SOUTH LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE NORTH LINE OF SAID RESTRICTED RESERVE "F", A DISTANCE OF 79.12 FEET TO A 5/8-INCH CAPPED IRON ROD, STAMPED "BAKER & LAWSON", SET FOR AN INTERIOR CORNER OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING A NORTHWEST CORNER OF SAID RESERVE "F";

THENCE NORTH 82°23'38" WEST, CONTINUING ALONG THE SOUTH LINE OF THE ABOVE REFERENCED TRACT OF LAND, SAME BEING THE NORTH LINE OF SAID RESERVE "F", A DISTANCE OF 243.20 FEET TO THE POINT OF BEGINNING OF THE ABOVE REFERENCED TRACT OF LAND, CONTAINING 67.263 ACRE OF LAND, MORE OR LESS.

CITY COUNCIL APPROVAL

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

THIS THE 20th DAY OF February, 2024, BY THE CITY COUNCIL OF THE CITY OF SWEENEY, TEXAS.

DUSTY J. PINKINS
MAYOR
MARK MORGAN JR.
POSITION NO. 1

REESE COOK
POSITION NO. 2
BRAN BROOKE
POSITION NO. 3

JAMES W. MOSE
POSITION NO. 4
TIM PETTIGREW
POSITION NO. 5

OWNER ACKNOWLEDGEMENT:

I, Devin Lemon, AN AUTHORIZED AGENT OF SWEENEY ECONOMIC DEVELOPMENT CORPORATION, OWNER OF LAND SHOWN ON THIS PLAT, DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL EASEMENTS, RIGHTS-OF-WAY OR SETBACKS AFFECTING THE SUBJECT PROPERTY, NO ADDITIONAL RESEARCH REGARDING THE EXISTENCE OF EASEMENTS, RESTRICTIONS, OR OTHER MATTERS OF RECORD HAVE BEEN PERFORMED BY THE SURVEYOR.

NAME
SWEENEY ECONOMIC DEVELOPMENT CORPORATION

NAME
SWEENEY ECONOMIC DEVELOPMENT CORPORATION

STATUTE

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

ON UNDER MY HAND AND SEAL OF OFFICE, THIS 5 DAY OF March, 2024

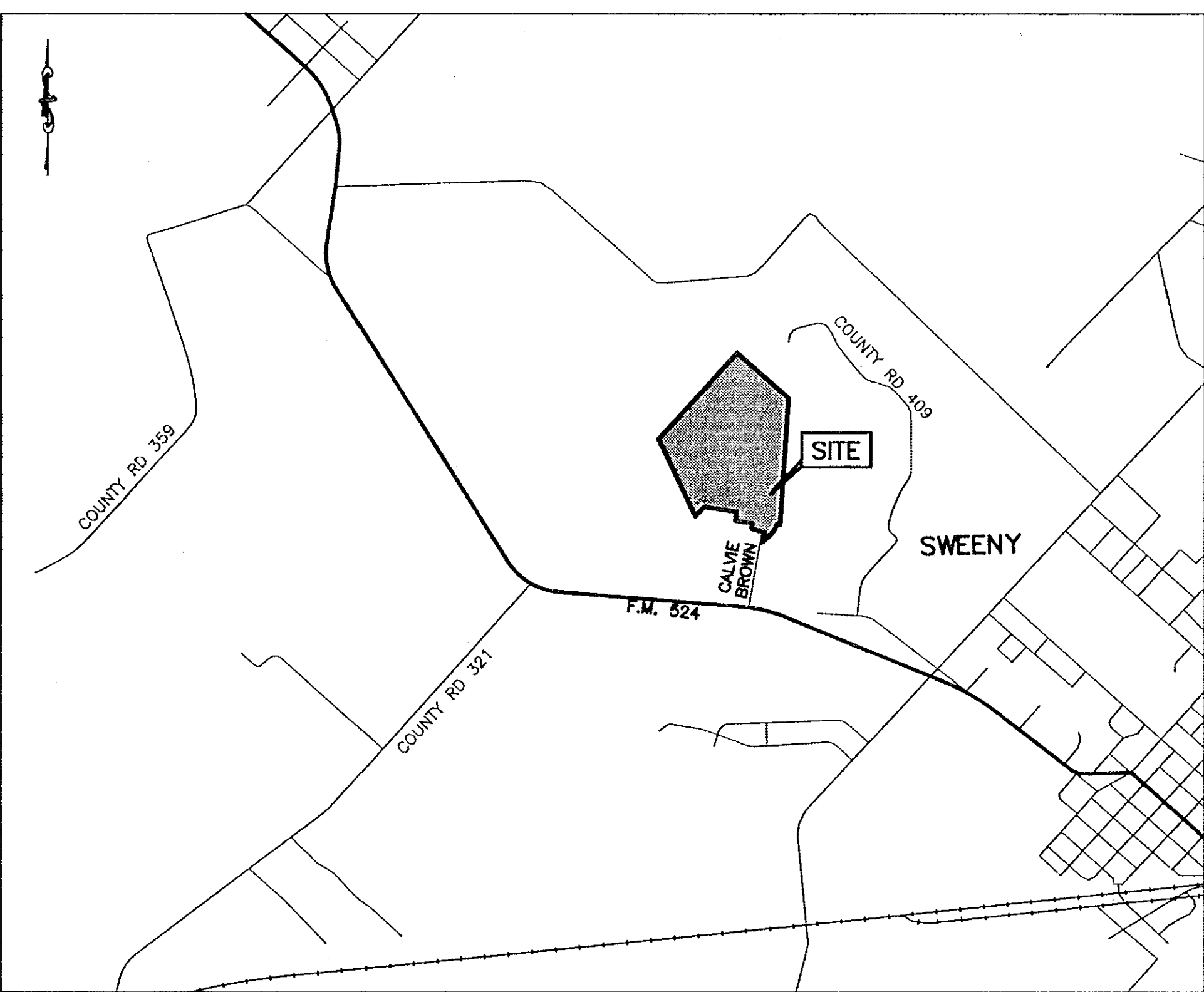
NOTARY PUBLIC FOR THE STATE OF TEXAS
COMMISSION EXPIRES: 11/10/2026

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon, or photo-copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

ADDRESS:
FM 524 SPUR 7
SWEENEY, TEXAS 77480

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



VICINITY MAP
SCALE 1"=2500'

NOTES:

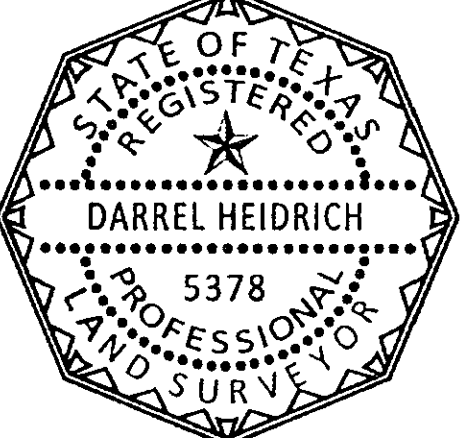
1. THE PURPOSE OF THIS PLAT IS TO REPLAT THE FINAL PLAT OF THE SWEENEY ECONOMIC DEVELOPMENT PARK INTO 9 LOTS AND 2 RESERVES. LOT 3 WAS RECONFIGURED.
2. ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, (NAD83) SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS.
3. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP NO. 48039C0565K, REVISED DATE OF DECEMBER 30, 2020, THE SURVEYED PROPERTY LIES WITHIN ZONE "X", UNSHADED.
4. ALL PROPERTY SHALL DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
5. ALL DRAINAGE EASEMENTS AND DETENTION POND RESERVES SHOWN ON THIS PLAT, WILL BE MAINTAINED BY THE PROPERTY OWNERS AND/OR BUSINESS OWNERS; PROVIDED, HOWEVER, AND GOVERNMENTAL ENTITY HAVE JURISDICTION, INCLUDING, WITHOUT LIMITATION, BRAZORIA COUNTY, TEXAS AND BRAZORIA COUNTY DRAINAGE DISTRICT # 11, SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION TO ENTER UPON THE DRAINAGE EASEMENTS TO PERFORM MAINTENANCE OPERATIONS AT ANY TIME AFTER THE DATE HEREOF.
6. THE PROPERTY IDENTIFIED IN THE FOREGOING PLAT LIES WITH BRAZORIA COUNTY DRAINAGE DISTRICT #11.
7. SITE BENCHMARK: TEMPORARY BENCHMARK "A" 5/8-INCH CAPPED IRON ROD, STAMPED "BAKER AND LAWSON" ±165' NORTH OF COUNTY ROAD 542 IN THE MEDIAN OF CALVIE BROWN ROAD, ELEVATION 34.02 FEET (NGVD83) BASED ON GPS OBSERVATION.
8. ABOVE GROUND EVIDENCE OF PIPELINES ARE AS SHOWN. NO UNDERGROUND RESEARCH OR PROBING WAS CONDUCTED DURING FIELD SURVEYING.
9. A METES AND BOUNDS DESCRIPTION OF THE SURVEYED PROPERTY WAS PREPARED IN CONJUNCTION WITH AND ACCOMPANIES THIS SURVEY.

CITY PLANNING LETTER NOTES:

THE SURVEYOR HAS RELIED UPON THE CITY PLANNING LETTER ISSUED BY ABSTRACT SERVICES OF HOUSTON, G.F. NO. 7910-23-2859, DATED JUNE 13, 2023 WITH REGARD TO ANY EASEMENTS, RIGHTS-OF-WAY OR SETBACKS AFFECTING THE SUBJECT PROPERTY. NO ADDITIONAL RESEARCH REGARDING THE EXISTENCE OF EASEMENTS, RESTRICTIONS, OR OTHER MATTERS OF RECORD HAVE BEEN PERFORMED BY THE SURVEYOR.

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

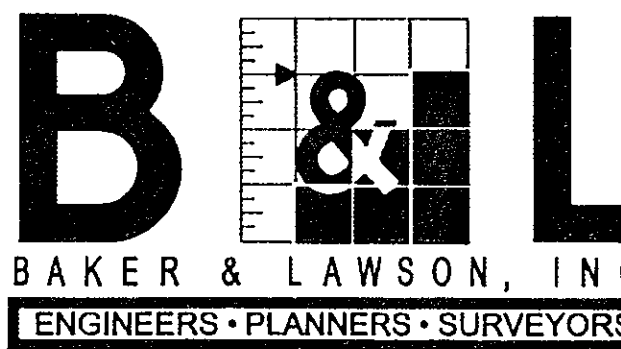
I HEREBY CERTIFY THAT THIS PLAT REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND, UNDER MY SUPERVISION ON THE 5TH DAY OF MAY, 2023.



REPLAT
OF THE SWEENEY ECONOMIC
DEVELOPMENT PARK

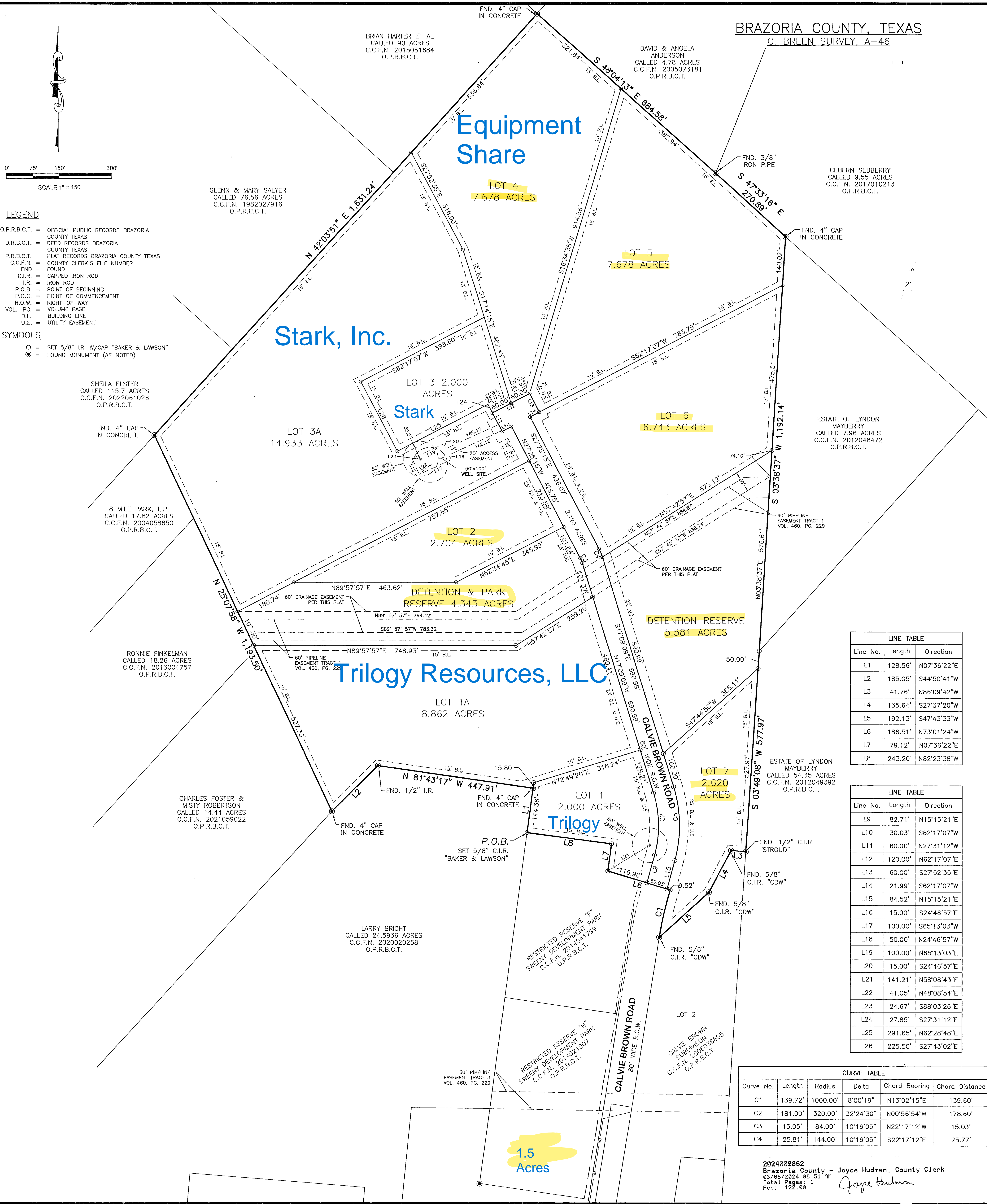
A 67.263 ACRE
9 LOTS 2 RESERVES SUBDIVISION
BEING ALL OF THE SWEENEY ECONOMIC
DEVELOPMENT PARK
AS RECORDED IN C.C.F.N. 2023029981
OF THE O.P.R.B.C.T.

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



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

PROJECT NO: 15541
DRAWING NO: 15541 REPLAT SWOPRK REV 1
SCALE: 1" = 150'
DATE: 2/15/2024
DRAWN BY: AD
CHECKED BY: DH



LINE TABLE		
Line No.	Length	Direction
L1	128.56'	N07°36'22"E
L2	185.05'	S44°50'41"W
L3	41.76'	N88°09'42"W
L4	135.64'	S27°37'20"W
L5	192.13'	S47°43'33"W
L6	186.51'	N73°01'24"W
L7	79.12'	N07°36'22"E
L8	243.20'	N82°23'38"W

LINE TABLE		
Line No.	Length	Direction
L9	82.71'	N15°15'21"E
L10	30.03'	S62°17'07"W
L11	60.00'	N27°31'12"W
L12	120.00'	N62°17'07"E
L13	60.00'	S27°52'35"E
L14	21.99'	S62°17'07"W
L15	84.52'	N15°15'21"E
L16	15.00'	S24°46'57"E
L17	100.00'	S65°13'03"W
L18	50.00'	N24°46'57"W
L19	100.00'	N65°13'03"E
L20	15.00'	S24°46'57"E
L21	141.21'	N58°08'43"E
L22	41.05'	N48°08'54"E
L23	24.67'	S88°03'26"E
L24	27.85'	S27°31'12"E
L25	291.65'	N62°28'48"E
L26	225.50'	S27°43'02"E

CURVE TABLE				
Curve No.	Length	Radius	Chord Bearing	Chord Distance
C1	139.72'	1000.00'	8°00'19" N13°02'15"E	139.60'
C2	181.00'	320.00'	32°24'30" N00°56'54"W	178.60'
C3	15.05'	84.00'	10°16'05" N22°17'12"W	15.03'
C4	25.81'	144.00'	10°16'05" S22°17'12"E	25.77'

2024009862
Brazoria County - Joyce Hudman, County Clerk
03/08/2024 08:51 AM
Total Pages: 1
Fee: 122.00



AGENDA MEMO

Business of the City Council

City of Sweeny, Texas

Meeting Date	07/15/2025	Agenda Items	
Approved by City Manager		Presenter(s)	
Reviewed by City Attorney		Department	City Manager; Finance
Subject	Main Street Water Line Replacement Project		
Attachments / Supporting documents	Change Order No. 1 Letter from Strand Associates Dated June 24, 2025-recommendation of final payment Application for Payment 12 from JTM Construction LLC Affidavit of Bills Paid Consent of Surety to Final Payment Main Street Water Line Replacement Project Payment Summary		
Financial Information	Expenditure Required:	\$132,824.32	
	Amount Budgeted:	\$ 65,314.12	
	Account Number:	Capital Projects Fund-CO 2019	
	Additional Appropriation Required:	\$ 67,510.20	
	Additional Account Number:	n/a	

Executive Summary

The Main Street Water Line Replacement Project completed on June 16, 2025.

Change Order No. 1 in the amount of \$67,510.20 adjusted the contract price from \$1,260,733.00 to \$1,328,243.20.

The Final Payment (Payment Application 12) of \$132,824.32 is due and includes the change order mentioned above.

Attached is Strand's letter recommending final payment. Also attached are the Affidavit of Bills Paid and Consent of Surety to Final Payment stating that JTM Construction has paid all associated bills and final payment is approved by the surety company.

Final payment will be made from CO 2019 funds of \$102,904.72 and Enterprise funds of \$29,919.60. A budget amendment will be forthcoming for the Enterprise Fund portion. The Payment Summary attached summarizes the total cost and funding of the project.

Staff requests approval of Change Order No. 1 (\$67,510.20) and issuance of Final Payment (\$132,824.32).

Recommended Action

Move to approve Change Order No. 1 in the amount of \$67,510.20 and issuance of Final Payment in the amount of \$132,824.32 payable from CO 2019 funds (\$102,904.72) and Enterprise funds (\$29,919.60).

**Strand Associates, Inc.®**

1906 Niebuhr Street

Brenham, TX 77833

(P) 979.836.7937

www.strand.com

June 18, 2025

CHANGE ORDER NO. 1

PROJECT: Main Street Water Main Replacements
 OWNER: City of Sweeny, Texas
 CONTRACT: 1-2024
 CONTRACTOR: JTM Construction, LLC

Description of Change

1a	New Item: Install an 8-inch American Water Works Association C900 polyvinyl chloride (PVC) dimension ratio 18 water main (60 linear feet [LF] at \$64.00 per LF). An 8-inch asbestos cement water line was replaced with an 8-inch PVC water main to avoid tying onto an old line.	ADD	\$3,840.00
1b	New Item: Install a 2-inch PVC water service line inside a 4-inch steel casing by bore (95 LF at \$30.00 per LF). The existing water service for Sweeny High School was determined to be a 2-inch instead of a 1.5-inch service. The service line was moved to a different location, resulting in a longer length.	ADD	\$2,821.50
1c	New Item: Furnish and install a 10-inch temporary water line stop valve (1 each [EA] at \$11,913.00 EA). This item has been added to assist with making the main water line tie-ins to the existing system.	ADD	\$11,913.00
1d	New Item: Furnish and install an 8-inch temporary water line stop valve (4 EA at \$10,065.00 EA). This item has been added to assist with making the main water line tie-ins to the existing system.	ADD	\$40,260.00
1e	New Item: Furnish and install a 6-inch temporary water line stop valve (7 EA at 8,833.00 EA). This item has been added to assist with making the main water line tie-ins to the existing system.	ADD	\$61,831.00
1f	New Item: Add a connection to the existing 2-inch water service meter (1 EA at \$1,532.70 EA). The existing water service for Sweeny High School was determined to be a 2-inch instead of a 1.5-inch service.	ADD	\$1,532.70
1g	Increase the quantity of Base Bid Item No. 4 from 401 LF to 420 LF (\$135.00 per LF). This change reconciles the design quantity to the final measured quantity.	ADD	\$2,565.00
1h	Increase the quantity of Base Bid Item No. 6 from 71 LF to 82 LF (\$228.00 per LF). The Main Street bore crossing at 3rd Street was extended to provide an easier connection point for future water main extension along 3rd Street.	ADD	\$2,508.00

TBPE No. F-8405
 TBPLS No. 10030000

LGA cd\GIS\BREN\3900-3999\3920\056\Construction\Change Orders\Change Order No. 1.docx

Strand Associates, Inc.®

City of Sweeny, Texas-JTM Construction, LLC
 Contract 1-2024, Change Order No. 1
 Page 2
 June 18, 2025

li	Decrease the quantity of Base Bid Item No. 7 from 2,472 LF to 2,152 LF (\$109.00 per LF). It was discovered that the previous contractor installed the first 320 LF of water line starting at Station (Sta.) 1+35 and ending at Sta. 4+55.	(DEDUCT)	(\$35,316.00)
lj	Increase the quantity of Base Bid Item No. 8 from 2,586 LF to 2,663 LF (\$118.00 per LF). Additional pipe boring was required in several locations to complete the project.	ADD	\$9,086.00
lk	Increase the quantity of Base Bid Item No. 9 from 72 LF to 76 LF (\$292.00 per LF). This change reconciles the design quantity to the final measured quantity.	ADD	\$1,168.00
ll	Increase the quantity of Base Bid Item No. 11 from 1 EA to 2 EA (\$3,267.00 EA). The proposed tapping sleeve and valve (TS&V) was changed to a typical gate valve installation.	ADD	\$3,267.00
lm	Delete Base Bid Item No. 15 (1 EA at \$8,040.00 EA) The proposed TS&V was changed to a typical gate valve installation.	(DEDUCT)	(\$8,040.00)
ln	Increase the quantity of Base Bid Item No. 18 from 53 EA to 69 EA (\$627.00 EA). This change accounts for the additional service connections found during construction.	ADD	\$10,032.00
lo	Increase the quantity of Base Bid Item No. 19 from 659 LF to 858 LF (\$15.00 per LF). This change accounts for the additional service connections found during construction.	ADD	\$2,985.00
lp	Increase the quantity of Base Bid Item No. 20 from 1,172 LF to 1,472 LF (\$30.00 per LF). This change accounts for the additional service connections found during construction.	ADD	\$9,000.00
lq	Increase the quantity of Base Bid Item No. 21 from 149 LF to 294 LF (\$15.00 per LF). This change accounts for the size reduction from 6- to 1-inch for the service line extension at Sta. 51+45.	ADD	\$630.00
lr	Delete Base Bid Item No. 22 (83 LF at \$31.00 per LF). The existing water service was determined to be a 2-inch instead of 1.5-inch service. This item reflects this size change.	(DEDUCT)	(\$2,573.00)
ls	Delete Base Bid Item No. 33 cash allowance (1 lump sum [LS] at \$20,000.00 LS). The construction materials testing cash allowance is being adjusted to its final amount.	(DEDUCT)	(\$20,000.00)
lt	Delete Base Bid Item No. 34 cash allowance (1 LS at \$30,000.00 LS). No dewatering was required to construct this project.	(DEDUCT)	(\$30,000.00)
TOTAL VALUE OF THIS CHANGE ORDER:		ADD	\$67,510.20

Strand Associates, Inc.[®]

City of Sweeny, Texas-JTM Construction, LLC
 Contract 1-2024, Change Order No. 1
 Page 3
 June 18, 2025

Contract Price Adjustment

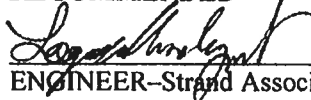
Original Contract Price	\$1,260,733.00
Previous Change Order Adjustments	\$0.00
Adjustment in Contract Price this Change Order	\$67,510.20
Current Contract Price including this Change Order	\$1,328,243.20

Contract Substantial and Final Completion Date Adjustment

Original Contract Final Completion Date	February 21, 2025
Contract Final Completion Date Adjustments due to previous Change Orders	0 Days
Contract Final Completion Date Adjustments due to this Change Order	0 Days
Current Final Contract Completion Dates including all Change Orders	February 21, 2025

This document shall become a supplement to the Contract and all provisions will apply hereto.

RECOMMENDED


 ENGINEER-Strand Associates, Inc.[®]

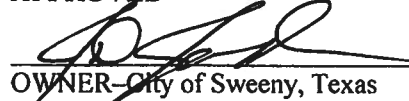
June 18, 2025
 Date

APPROVED


 CONTRACTOR-JTM Construction, LLC

6/18/2025
 Date

APPROVED


 OWNER-City of Sweeny, Texas

06-24-2025
 Date



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

June 24, 2025

Mr. David Jordan, City Manager
 City of Sweeny
 102 West Ashley Wilson Road
 Sweeny, TX 77480

Re: Main Street Water Main Replacements
 Contract 1-2024
 City of Sweeny, Texas

Dear Mr. Jordan:

In accordance with Article 15.06 of the General Conditions, this letter serves as our recommendation of final payment for Contract 1-2024. Enclosed is a copy of the final Application for Payment and accompanying documentation in accordance with the Contract Documents, including consent of the surety to final payment, final lien waivers, final change order. A final inspection in accordance with Article 15.05 of the General Conditions occurred on June 13, 2025. Based upon our observation of the Work during construction and final inspection, and our review of the final Application for Payment and accompanying documentation, it appears the Work has been satisfactorily completed. Therefore, we recommend final payment of the amount indicated in the enclosed final Application for Payment.

Furthermore, in accordance with Article 15.06 of the General Conditions and in support of our recommendation of payment of the final Application for Payment, this letter also provides our written notice to OWNER and CONTRACTOR (by copy of this letter) that the Work is acceptable, subject to stated limitations in this notice and to the provisions of Article 15.07 of the General Conditions.

The Preliminary Certificate of Substantial Completion fixed the Substantial Completion date at February 20, 2025, and established the Correction Period for the Work, as defined in Article 15.08 of the General Conditions. A review of the Work will be scheduled with OWNER during the Correction Period, or within 1 year of the date of Substantial Completion, whichever occurs first, to evaluate the Work for items that may require correction under the terms of the Contract.

Please call 979-836-7937 if there are any questions.

Sincerely,

STRAND ASSOCIATES, INC.®

Logan G. Andrepont

Enclosures

c/enc: Gilbert Bautista, Project Manager, JTM Construction, LLC
 Matt Yentz, Strand Associates, Inc.®

TBPE No. F-8405
 TBPLS No. 10030000

3920.056\G:\G:\B\B\Documents\Specifications\Archive\2024\Sweeny, City of\3920.056.1-2024 LGA\16) Specification Letter\11) Final Payment and Notice of Acceptability of Work\FinalPayment.06242025.docx

SUMMARY SHEET
(Use with AP2 or AP3)

APPLICATION FOR PAYMENT

OWNER: City of Sweeny PROJECT: Main Street Water Main Replacements
 CONTRACTOR: JTM Construction LLC CONTRACT: 1-2024
 FOR PERIOD ENDING: 5/9/2025 FINAL PAYMENT APPLICATION DATE: 6/16/2025
 PAYMENT APPLICATION NO.: 12

CONTRACT AMOUNT

ORIGINAL CONTRACT AMOUNT	\$ 1,260,733.00
PLUS: ADDITIONS TO CONTRACT	\$ 67,510.20
LESS: DEDUCTIONS FROM CONTRACT	\$ 0.00
ADJUSTED CONTRACT AMOUNT TO DATE	\$ 1,328,243.20

WORK PERFORMED

COST OF WORK COMPLETED	\$ 1,328,243.20
PLUS MATERIALS STORED (ATTACH SCHEDULE)	\$ 0.00
NET AMOUNT EARNED TO DATE	\$ 1,328,243.20
LESS AMOUNT OF RETAINAGE	\$ 0.00
SUBTOTAL	\$ 1,328,243.20
LESS PREVIOUS PAYMENTS	\$ 1,195,418.88
AMOUNT DUE THIS APPLICATION	\$ 132,824.32

CONTRACTOR's Certification:

The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of Work done under the Contract have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Liens, security interest of encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

☐ Required lien waivers attached.

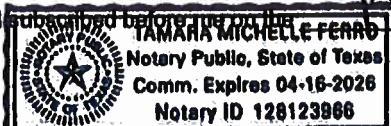
Dated June 17, 2025

JTM Construction LLC
CONTRACTOR

By [Signature]
(Authorized Signature)

By Matthew Sharp
(Print Name)

Sworn to and subscribed before me on this 17th day of June, 2025



day of June, 2025

(Notary Public in and for the State of Texas)

Payment of the above AMOUNT DUE THIS APPLICATION is approved by

Dated 06/24/2025

By [Signature]
(Authorized Signature—OWNER)

By JOHN DAVID Jordan
(Print Name)

Payment of the above AMOUNT DUE THIS APPLICATION is recommended by

Dated 6/17/25

STRAND ASSOCIATES, INC.®

By [Signature]
(Authorized Signature)

By Logan Andropert
(Print Name)

CONTINUATION SHEET

APPLICATION NO: 24-14-012R
APPLICATION DATE: 06/16/25
PERIOD TO: FINAL
PROJECT NO: 18-7102

A ITEM NO	B DESCRIPTION OF WORK	C QTY	D UNIT	E FROM PREVIOUS APPLICATION (F)	F WORK COMPLETED THIS PERIOD (QTY)	G COMPLETE TO DATE (QTY)	H UNIT PRICE (\$)	I TOTAL COMPLETE TO DATE (\$)	J % (G - C)	K BALANCE TO FINISH (C - G)
1	Mobilization (Not to Exceed 10% of Total Bid Price)	1	LS	1		1.00	\$44,869.00	\$44,869.00	100.00%	0.00
2	F/I 6" AWWA C900 DR 18 RJIB WTRLINE BY OPEN CUT	733	LF	733		733.00	\$57.00	\$41,781.00	100.00%	0.00
3	F/I 6" AWWA C900 DR 18 RJIB WTRLINE BY BORE	708	LF	708		708.00	\$53.00	\$37,524.00	100.00%	0.00
4	F/I 6" AWWA C900 DR 18 RJIB WTRLINE INSIDE 12" WELDED STEEL CASING BY BORE	420	LF	420		420.00	\$135.00	\$56,700.00	100.00%	0.00
5	F/I 10" AWWA C900 DR18 RJIB WATERLINE BY OPEN CUT	27	LF	27		27.00	\$227.00	\$6,129.00	100.00%	0.00
6	F/I 10" AWWA C900 DR 18 RJIB WTRLINE INSIDE 20" WELDED STEEL CASING BY BORE	82	LF	82		82.00	\$228.00	\$18,696.00	100.00%	0.00
7	F/I 10" AWWA C900 DR18 RJIB WTRLINE BY OPEN CUT	2148	LF	2148		2148.00	\$109.00	\$234,132.00	100.00%	0.00
8	F/I 12" AWWA C900 DR18 RJIB WTRLINE BY BORE	2663	LF	2663		2663.00	\$118.00	\$314,234.00	100.00%	0.00
9	F/I 12" AWWA C900 DRE 18 RJIB WTRLINE INSIDE 24" WELDED STEEL CASING BY BORE	76	LF	76		76.00	\$292.00	\$22,192.00	100.00%	0.00
10	F/I 6" GATE VALVE AND VALVE BOX	17	EA	17		17.00	\$1,578.00	\$26,826.00	100.00%	0.00
11	F/I 10" GATE VALVE AND VALVE BOX	2	EA	2		2.00	\$3,267.00	\$6,534.00	100.00%	0.00
12	F/I 12" GATE VALVE AND VALVE BOX	13	EA	13		13.00	\$4,071.00	\$52,923.00	100.00%	0.00
13	Furnish and Install 6-IN Tapping Sleeve, Valve, and Valve Box	1	EA	1		1.00	\$4,055.00	\$4,055.00	100.00%	0.00
14	Furnish and Install 8-IN Tapping Sleeve, Valve, and Valve Box	1	EA	1		1.00	\$5,342.00	\$5,342.00	100.00%	0.00
15	Furnish and Install 10-IN Tapping Sleeve, Valve, and Valve Box	0	EA			0.00	\$8,040.00	\$0.00	=DIV./0!	0.00
16	Remove Existing Fire Hydrant and Return to Owner	12	EA	12		12.00	\$370.00	\$4,440.00	100.00%	0.00
17	Furnish and Install Fire Hydrant Assembly Unit	14	EA	14		14.00	\$7,170.00	\$100,380.00	100.00%	0.00
18	Furnish Equipment and Materials to Make Water Service Tap and Connection to Existing Meter	69	EA	69		69.00	\$627.00	\$43,263.00	100.00%	0.00
19	Furnish and Install 3/4-IN Water Service Line	858	LF	858		858.00	\$15.00	\$12,870.00	100.00%	0.00
20	Furnish and Install 3/4-IN Water Service Line Inside 1-IN Welded Steel Casing Pipe	1472	LF	1,472		1,472.00	\$30.00	\$44,160.00	100.00%	0.00
21	Furnish and Install 1-IN Water Service Line	191	LF	191		191.00	\$15.00	\$2,865.00	100.00%	0.00
22	Furnish and Install 1-IN Water Service Line Inside 1.5-IN Welded Steel Casing Pipe	0	LF			0.00	\$31.00	\$0.00	=DIV./0!	0.00
23	Furnish All Materials and Equipment to Make 2-IN Wet Connection to Existing Water Main	9	EA	9		9.00	\$1,705.00	\$15,345.00	100.00%	0.00
24	Furnish All Materials and Equipment to Make 6-IN Wet Connection to Existing Water Main	7	EA	7		7.00	\$2,366.00	\$16,562.00	100.00%	0.00
25	Furnish All Materials and Equipment to Make 8-IN Connection to Existing Water Main	2	EA	2		2.00	\$2,730.00	\$5,460.00	100.00%	0.00
26	Furnish All Materials and Equipment to Make 10-IN Wet Connection to Existing Water Main	1	EA	1		1.00	\$3,403.00	\$3,403.00	100.00%	0.00
27	Furnish All Materials and Equipment to Make 12-IN Connection to Existing Water Main	2	EA	2		2.00	\$3,507.00	\$7,014.00	100.00%	0.00
28	Furnish All Materials and Equipment to Perform Asphalt Pavement Repair	168	LF	168		168.00	\$71.00	\$11,928.00	100.00%	0.00
29	Furnish All Materials and Equipment to Perform Concrete Pavement and Sidewalk Repair	324	LF	324		324.00	\$73.00	\$23,652.00	100.00%	0.00
30	Furnish All Materials to Perform Restoration	1	LS	1		1.00	\$16,237.00	\$16,237.00	100.00%	0.00
31	Install and Maintain Trench Safety, 0-10 FT (75% of Open Cut Pipe)	2210	LF	2,210		2,210.00	\$1.00	\$2,210.00	100.00%	0.00
32	Furnish All Equipment to Perform Traffic Control in Accordance with TMUTCD.	1	LS	1.00		1.00	\$24,319.00	\$24,319.00	100.00%	0.00
33	Cash Allowance to Perform Construction Material Testing Including Compaction. Section 31 23	0	LS			0.00	\$20,000.00	\$0.00	=DIV./0!	0.00
34	Cash Allowance-Perform Devaltering for pipe installations	0	LS			0.00	\$30,000.00	\$0.00	=DIV./0!	0.00
35	Materials on Hand	1	LS			0.00	\$0.00	\$0.00	0.00%	1.00
36	Change Orders									
37	8" C900 DR-18	60	LF	60		60.00	\$64.00	\$3,840.00	100.00%	0.00
38	10" Line Stop Valve	1	EA	1		1.00	\$11,913.00	\$11,913.00	100.00%	0.00
39	8" Line Stop Valve	4	EA	4		4.00	\$10,065.00	\$40,260.00	100.00%	0.00
40	6" Line Stop Valve	7	EA	7		7.00	\$8,833.00	\$61,831.00	100.00%	0.00
41	2" Service Tap & Connection to Existing Meter	1	EA	1		1.00	\$1,532.70	\$1,532.70	100.00%	0.00
	2" Service Line Inside 4" PVC Casing	95	LF	95		95.00	\$29.70	\$2,821.50	100.00%	0.00
	Rain Days		day			0.00				
GRAND TOTALS								\$1,328,243.20		

Item 14.



JTM CONSTRUCTION, LLC

UNDERGROUND UTILITIES

AFFIDAVIT OF BILLS PAID

STATE OF TEXAS
COUNTY OF FORT BEND

BEFORE ME, the undersigned authority, on this day personally appeared Matthew Sharp
party to that certain Contract entered into on the 31st day of May, 2024, between
City of Sweeny and JTM Construction, LLC for the erection, construction and completion of
certain improvements and/or additions upon the following described premises, to wit:

MAIN STREET WATER MAIN REPLACEMENTS

CONTRACT 1-2024

CITY OF SWEENY, BRAZORIA COUNTY, TEXAS

Said party being by me duly sworn states upon oath that the said improvements have been erected and
completed in full compliance with the above referred to Contract and the agreed plans and specifications therefor.

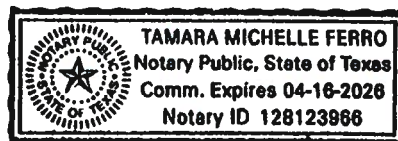
The undersigned further states that he/she has paid all bills and claims for materials furnished and labor
performed on said Contract and that there are no outstanding unpaid bills or legal claims for labor performed or materials
furnished upon said job.

This affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness of the
statements contained therein that final and full settlement of the balance due on said Contract is being made, and in
consideration of the disbursement of funds by City of Sweeny, the undersigned expressly waives and releases all liens,
claims and rights to assert a lien on said premises and agrees to indemnify and hold City of Sweeny safe and harmless
from against all losses, damages, costs and expenses of any character whatsoever specifically including court costs,
bonding fees and attorney fees, arising out of or in any way relating to claims for unpaid labor or materials used or
associated with construction of improvements on the above-described premises.

By: [Signature]
Matthew Sharp, Member

THE STATE OF TEXAS
COUNTY OF Fort Bend

Subscribed and sworn to before me, the undersigned authority, on this the 21st day of May,
2025.



[Signature]
Notary Public in and for the State of Texas

P.O. Box 1756
Rosenberg, Texas 77471

Phone: (281) 239-0374
Fax: (281) 239-0823

2709 Cottonwood School Road
Rosenberg, Texas 77471

MERCHANTS BONDING COMPANY,™

Merchants National Bonding, Inc.

P.O. BOX 14498, DES MOINES, IOWA 50306-3498

PHONE: (800) 678-8171 FAX: (515) 243-3854

CONSENT OF SURETY TO FINAL PAYMENT

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

Bond No. 100026517**TO OWNER:**

City of Sweeny
102 West Ashley-Wilson Road

Sweeny, TX 77480

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:
City of Sweeny Main Street Water Line Replacements

PROJECT:

City of Sweeny Main Street Water Line Replacements

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, Iowa 50306-3498

, SURETY,

on bond of

(Insert name and address of Contractor)

JTM Construction, LLC
2709 Cottonwood School Rd
Rosenberg TX 77471

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not
relieve the Surety of any of its obligations to

(Insert name and address of Owner)

City of Sweeny
102 West Ashley-Wilson Road

Sweeny, TX 77480

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: June 18, 2025
(Insert in writing the month followed by the numeric date and year.)

Attest:
(Seal):



Merchants National Bonding, Inc.
(Surety)

(Signature of authorized representative)

Sheri L Hall CIC
(Printed name and title)

Attorney-in-Fact

Printed in cooperation with American Institute of Architects (AIA). The
language in this document conforms exactly to the language used in
AIA Document G707-1994 Consent Of Surety to Final Payment.

CON 0405 (4/15)

MERCHANTS BONDING COMPANY[™]

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Sheri L Hall CIC

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

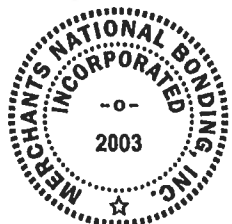
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 18th day of June, 2025.

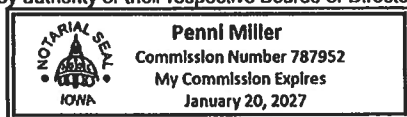


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 18th day of June, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Penni Miller
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 18th day of June, 2025.



William Warner Jr.
Secretary

Main Street Water Line Replacement

Project Payment Summary

Project Completed 06/16/2025

Contract/Agreement Amounts					
		JTM	Strand		
	Original Contract Amount	\$ 1,260,733.00	\$ 83,000.00		
	Change Order 1	\$ 67,510.20			
JTM Construction, LLC	Adjusted Contract Amount	\$ 1,328,243.20			
Strand Associates	Agreement Amount		\$ 83,000.00		
Payments					
		JTM	Strand	The Facts	Total
04/30/2024				\$ 1,241.59	\$ 1,241.59
05/02/2024			\$ 9,900.00		\$ 9,900.00
05/08/2024			\$ 19,500.00		\$ 19,500.00
08/08/2024			\$ 18,600.00		\$ 18,600.00
09/05/2024			\$ 1,800.00		\$ 1,800.00
09/26/2024	Pay App 1	\$ 40,382.10			\$ 40,382.10
10/25/2024	Pay App 2	\$ 162,608.67			\$ 162,608.67
11/25/2024			\$ 15,942.50		\$ 15,942.50
11/25/2024	Pay App 3	\$ 268,903.53			\$ 268,903.53
12/09/2024	Pay App 4	\$ 168,589.35			\$ 168,589.35
01/10/2025			\$ 7,727.50		\$ 7,727.50
01/31/2025	Pay App 5	\$ 163,796.40			\$ 163,796.40
02/18/2025			\$ 1,310.00		\$ 1,310.00
02/27/2025	Pay App 6	\$ 56,833.20			\$ 56,833.20
02/27/2025	Pay App 7	\$ 71,136.90			\$ 71,136.90
03/12/2025			\$ 3,895.00		\$ 3,895.00
03/21/2025			\$ 2,822.50		\$ 2,822.50
04/16/2025	Pay App 8	\$ 49,234.05			\$ 49,234.05
05/01/2025	Pay App 9	\$ 15,755.40			\$ 15,755.40
05/15/2025	Pay App 10	\$ 51,084.00			\$ 51,084.00
06/05/2025	Final Invoice		\$ 1,500.00		\$ 1,500.00
06/26/2025	Pay App 11	\$ 147,095.28			\$ 147,095.28
06/26/2025	Pay App 12-Final-Retainage	\$ 132,824.32			\$ 132,824.32
					\$ -
Total Payments		\$ 1,328,243.20	\$ 82,997.50	\$ 1,241.59	\$ 1,412,482.29
					\$ 1,412,482.29
Paid From:					
CO 2019		\$ 1,298,323.60	\$ 82,997.50	\$ 1,241.59	
Enterprise Fund		\$ 29,919.60			
		\$ 1,328,243.20	\$ 82,997.50	\$ 1,241.59	



AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Meeting Date	07/15/2025	Agenda Items	
Approved by City Manager		Presenter(s)	Caniel "Shaun" Massey
Reviewed by City Attorney		Department	Lions Club
Subject	Discussion and possible action for usage of City property; Lions Club		
Council Strategic Goals	Sense of Community		
Attachments / Supporting documents	Flyer		
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:	-	
	Additional Appropriation Required:	-	
	Additional Account Number:	-	

Executive Summary

The Lions Club is requesting the usage of City owned property for their 4th Annual Back to School Event on Saturday, August 9th, 2025.

The Lions Club is requesting to use the Backyard Park for this free community event and backpack drive. The event will start at 3 p.m. and there will be no alcohol on the premises.

There will be bouncy houses, waterslides and games provided at no cost to the community. The Lions Club will provide the hotdogs and popcorn for free. Vision Screenings will be offered and there will be booths offering information from UTMB, HeadStart, etc.

The Lions Club has provided the City with their Insurance Policy and completed an Indemnity/Hold Harmless Agreement.

Request for usage is being made as it is a community event and may encroach on allowable times of Park rules.

Recommended Action

To approve:

Move to approve the Lions Club to use the Backyard Park on August 9th, 2025 for their 4th Annual Back to School Event.



SWEENY LIONS CLUB 4TH ANNUAL



Where: SWEENY BACKYARD PARK

Date: AUGUST 9, 2025

Time: 3pm

Back

TO

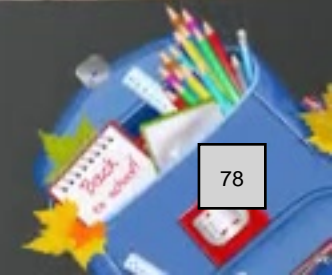
Fire Trucks, Moon Walks, Waterslides & Etc.

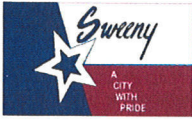
PROVIDED BY Sweeny Fire & Rescue and Space Walk of LJ

SCHOOL FREE BACKPACK DRIVE

FREE Family Event
With FREE Food &
FREE Vision Screenings

SPONSOR





CITY OF SWEENY

Item 15.

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

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

Personal Information:

Name: Caniel Massey

Mailing Address: _____

Physical Address: [REDACTED] Sweeny TX 77480

Email(s): _____

Phone(s): [REDACTED]

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

Sweeny Lions would like to request the usage of the Sweeny Backyard Park, on August 9th, 2025, for their 4th Annual Back to School Free Community Backpack give-away. There will be free food, water slides, bouncies and etc.

Signature: Caniel Massey Date: 7/9/25

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

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



AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Meeting Date	07/15/2025	Agenda Items	
Approved by City Manager		Presenter(s)	
Reviewed by City Attorney		Department	Finance
Subject	Discussion and possible action to adopt a resolution approving a comprehensive financial policy.		
Council Strategic Goals	Goal 4: Government Sustainability <ul style="list-style-type: none">- Protect City's Financial Integrity- Ensure government transparency		
Attachments / Supporting documents	<ul style="list-style-type: none">- Resolution to adopt Sweeny Comprehensive Financial Policy- Proposed Comprehensive Financial Policy		
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

Annually, the City of Sweeny governing body is presented with renewal and approval of the City's investment policy.

In the prior year, a comprehensive financial policy was adopted by the City of Sweeny, which consolidated the City's investment policy into the comprehensive financial policy.

This item presents a resolution to approve a renewal of the comprehensive financial policy that was adopted in the prior year.

Recommended Action

Staff recommends approval.

Recommended motion:

"I move to approve a resolution adopting the Comprehensive Financial Policy, which includes the City's investment policy, as presented."

RESOLUTION NO. 25-105**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SWEENY, TEXAS APPROVING
THE CONSOLIDATED FINANCIAL POLICY FOR THE CITY OF SWEENY.**

WHEREAS, The City has previously adopted a consolidated financial policy that includes Treasury and Investment procedures and policies in addition to several other areas of municipal finance; and

WHEREAS, The City's Audit consultant and various partner agencies have suggested the adoption of the previously adopted Comprehensive set of Accounting and Financial Policies and Procedures; and

WHEREAS, The attached document is meant to be a "living document" that shall be reviewed annually and updated regularly to ensure the City's Financial Accountability.

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

The Comprehensive Financial Policy Statements attached hereto as Exhibit A for the City of Sweeny is hereby reviewed, adopted and approved.

READ, PASSED, AND ADOPTED THIS 15TH OF JULY, 2025.

Dusty Hopkins, Mayor

ATTEST:

Kaydi Smith, City Secretary

City of Sweeny**COMPREHENSIVE FINANCIAL MANAGEMENT POLICY STATEMENTS**

Comprehensive Financial Management Policy Statement (CFMPS) is meant to assemble the City's Financial Policies into one document to be reviewed annually. Financial policies are statements of principles or goals adopted by City Council. Sweeny's CFMPS provides guidelines for operational and long-range planning, ensuring that the City is financially able to meet its immediate and long-term service objectives. The City intends for this document to provide municipal guidance on fiscal management and will make best efforts to comply.

- I. **Account, Auditing and Financial / Fiscal Reporting and Monitoring:** Maintain accounting practices that conform to generally accepted accounting principles (GAAP), the Governmental Accounting Standards Boards (GASB), and with prevailing federal, state, and local statutes and regulations. This document provides guidance on preparation and presentation of reports that analyze and evaluation the City's financial performance and economic condition.
- II. **Financial Consultants:** The City will employ the assistance of qualified, non-biased, independent consultants, auditors, and / or financial advisors as needed in the administration and management of the City's professional financial functions. These areas include but are not limited to audit services, debt administration, and delinquent tax collections. The principal factors in the selection of consultants will include experience/expertise, ability to perform the services, favorable references, methodology, and price.
- III. **Budget and Long-Range Financial Planning:** Establish guidelines for budgeting to ensure a financially sound City and establish a long-range financial planning process that assesses the long-term financial implications of current and proposed operating and capital budgets.
- IV. **Revenues and Resources:** Maintain a balanced and diverse revenue stream that minimizes the City's exposure to economic cycles and risk.
- V. **User Fees:** Design, maintain, administer, regularly review, and update as needed a fee schedule for fee-based services that will assure a reliable, equitable, and diversified, and sufficient revenue stream to support desired City services.
- VI. **Expenditures and Services (non-Capital):** Identify and set priorities for services, establish appropriate service levels, and administer the expenditure of available resources to help ensure fiscal stability and the effective and efficient delivery of services.

- VII. Fund Balance/Working Capital:** Maintain fund balances and net assets of the various operating funds at levels sufficient to protect the City's creditworthiness as well as its ability to withstand emergencies or economic fluctuations.
- VIII. Capital Expenditures and Improvements:** Annually review and monitor the state of the City's capital equipment and infrastructure, setting priorities for its replacement and renovation based on needs, funding alternatives, and availability of resources. Maintain at least a 5-year capital improvement project schedule to ensure appropriate project funding resources are in place to complete projects. CIP should be reviewed annually ahead of the beginning of the annual budget cycle commencement.
- IX. Debt:** Establish guidelines for debt financing that will minimize the impact of debt payments on current revenues and protect the city's creditworthiness.
- X. Cash Management / Investments:** Invest the City's operating cash in a manner that will ensure its absolute safety of principal, provide for the necessary liquidity needs of the City, and optimize yield relative to those restraints. All investment portfolio earnings and balances must be presented to the governing body on a quarterly basis consistent with Chapter 2256 of the Texas Local Government Code.
- XI. Grants:** Seek, apply for, and effectively administer federal, state, and local grants, to support the City's priorities and policy objectives.
- XII. Internal Controls and Purchasing:** Written procedures will be established and maintained by the Finance Director for all functions and financial cycles including cash handling and account procedures. Internal controls related to cash management, financial reporting, treasury management, data systems, and all other areas of finance will be required to be followed by all city employees. The City will adhere to statutory requirements of procurement pursuant to Chapter 252 of the Texas Local Government Code and all purchasing requirements described in the City's Charter. Where applicable, the City will strive to use historically underutilized businesses (HUB).

I. ACCOUNTING, AUDITING, AND FINANCIAL REPORTING

Maintain accounting practices that conform to generally accepted accounting principles and comply with prevailing federal, state, and local statutes and regulations. Prepare and present regular reports that analyze and evaluate the City's financial performance and economic condition.

A. Accounting Practices and Principles

The City will maintain accounting practices that conform the generally accepted accounting principles (GAAP) as set forth by the Governmental Accounting Standards Board (GASB), the authoritative standard setting body for units of local government. All city financial documents, except monthly interim financial reports, including official statements accompanying debt issues, Annual Comprehensive Financial Reports (ACFR) and continuing disclosure statements will meet standards. Monthly interim financial reports are on a modified accrual basis and will be reported as budgeted. At year-end the general ledger and financials will be concerted to full accrual basis of accounting.

B. Financial and Management Reports

Monthly financial reports will be prepared and reviewed by the City Manager and will be made available for the City Council and public to review. Quarterly reports will be prepared and presented to the City Council that explain key economic and fiscal developments, note significant deviations from the adopted budget, and when required, outline and remedial actions necessary to maintain the City's financial position.

C. Annual Audit

Pursuant to State Law, the City shall have its records and accounts audited annually and shall have annual financial statements prepared based on the audit and filed with the City Clerk within 180 days after the last day of the fiscal year. The audit shall be performed by a Certified Public Accountant (CPA) firm licensed to practice in the State of Texas. The audit firm shall provide a management letter to the City prior to the filing of the audit. The audit firm shall also provide a Single Audit of Federal and State grants when necessary. An official Annual Comprehensive Financial Report (ACFR) shall be issued no

later than six (6) months following the end of the fiscal year. The Finance Director shall be responsible for establishing a process to ensure timely resolution of audit recommendations.

D. Annual Financial Disclosure

As required by the Securities and Exchange Commission (SEC) Rule 15c2-12, with support of the City's financial advisor and bond counsel, will provide certain annual financial information to various information repositories through disclosure documents that include the necessary information within six months of fiscal year end. The City will also provide timely notices, not in excess of ten business days after the occurrence of the material event as defined in Rule 15c2-12, paragraph(b)(5)(i)(c).

E. Signature of Checks

All checks shall have two (2) signatures. Four (4) persons shall be authorized sign checks: The Mayor, City Manager, Finance Director, and City Secretary. Only individuals who have been authorized as a bank signatory by resolution approved by the City Council may sign checks.

II. FINANCIAL CONSULTANTS

The City will employ the assistance of qualified financial advisors and consultants as needed in the administration and management of the City's financial functions. These areas include but are not limited to audit services, debt administration, and delinquent tax collections. The principal factors in the selection of these consultants will include experience/expertise, ability and capacity to perform services, references, methodology, and price.

A. Selection of Auditors

Periodically, the City shall request proposals from qualified firms, including the current auditors if their past performance has been satisfactory. The City Council shall select an independent firm of certified public accountants to performance an annual audit of the accounts and records and render an opinion on the financial statements of the City.

- The City may rotate auditor firms every five years to ensure that the City's financial statements are reviewed and audited from an objective, impartial, and unbiased point of view. The rotation of the audit firm will be based upon the statements of qualifications received, the firms'

qualifications, capacity to perform, and the firm's ability to perform a quality audit within the city's availability of resources.

- When an incumbent auditor firm is selected after soliciting for statements of qualifications from qualified firms, the City may request the lead audit partner and lead reviewer to be rotated after a maximum of five years.
- Annually, the independent auditor will provide a letter of engagement to the City Council for annual audit services within a timeframe to meet 180-day fiscal year-end closing requirements for securities reporting.

B. Delinquent Tax Collection Attorney

Due to the nature of services and expertise required, the City shall hire a delinquent tax collections attorney to collect delinquent taxes, represent the City in filing bankruptcy claims, foreclose on real property, seize personal property and represent the City in court cases and property sales.

- If the City chooses to contract directly for delinquent tax collection services, requests for proposals or statements of qualifications are to be solicited periodically.
- The City may contract with the same firm used previously if based on the review process, it is determined it offers the best value.

C. Bond Counsel

Bond Counsel to the City has the role of an expert who provides an objective legal opinion concerning the issuance and sale of bonds and other debt instruments. As bond counsel are specialized attorneys who have developed necessary expertise in a broad range of practice areas, the City will contract such counsel for these services. Generally, bonds are not marketable without an opinion of bond counsel stating that the bonds are valid and binding obligations, stating the sources of payment and security for the bonds and that the bonds are exempt from state and federal income taxes.

- Due to the complexity of the City's financial structure and the benefits that come with a working historical knowledge of the City, the City may use the same bond counsel for many years.

D. Financial Advisory Services.

The City issues various types of financial securities to finance its Capital Improvement Program and other long term capital assets. Debt structuring and issuance required a comprehensive list of services associated with municipal transactions, including but not limited to: sale, analysis of market conditions, size and structure of the issues, preparation of disclosure documents, coordinating rating agency relations, evaluation of and advice on the pricing of securities, assisting with closing and debt management, calculating debt service schedules, and advising on financial management.

- As financial advisors to government entities have developed the necessary expertise in a broad range of services, the City will use a consultant for these services.
- Due to the complexity of the City's financial structure and the benefits that come with a working, historical knowledge of the City, the contract with the financial advisor shall be considered evergreen, however, with a termination clause.

III. BUDGET AND LONG-RANGE FINANCIAL PLANNING

Established guidelines for budgeting to ensure a financially sound City and to establish a long-range financial planning process that assesses the long-term financial implications of current and proposed operating and capital budgets.

A. Balanced Budget

The City Manager shall file annual with City Council, structurally balanced budget for the ensuing fiscal year pursuant to the prevailing state and local law. A structurally balanced budget is defined as a budget in which recurring revenues fund recurring expenditures and adherence to fund balance policies. Any structurally imbalanced budget proposal shall be accompanied by a plan to return the budget to structural balance.

B. Current Funding Basis

The City shall budget and operate on a current funding basis. Revenues and expenditures shall be budgeted on a cash basis. Expenditures shall be budgeted and controlled so as not to exceed current revenues. Recurring expenses will be funded exclusively with recurring revenue sources to facilitate operations on a current funding. Basis.

C. Use of Non-Recurring Revenues

Non-recurring revenue sources, such as a one-time revenue remittance or fund balance in excess of policy should only be budgeted and used to fund non-recurring expenditures, such as capital purchases or capital improvement projects. This will ensure that recurring expenditures are not funded by non-recurring sources. Large deposits of unanticipated revenue (such as sales tax) not forecasted in regular, recurring cash flow projections or in the annual budget, shall be moved to a high interest yielding savings or investment account.

D. Tax Rate

The City Manager will recommend a tax rate that the City requires in order to operate efficiently and effectively and to pay its Debt Service for current and anticipated capital projects. The City shall strive to maintain stable, predictable tax revenues that do not fluctuate from year to year.

The tax rate will be adopted by the City Council in full compliance with Truth in Taxation Requirements pursuant to the Texas Constitution.

E. Revenue Forecasting

To protect the City from revenue shortfalls and to maintain a stable level of services, the City shall use a conservative, objective and analytical approach when preparing revenue estimates. The process shall include analysis of probable economic changes and their impacts on revenues, and historical collection rates and trends. This approach should reduce the likelihood of actual revenues falling short of budget estimates and should avoid mid-year services changes.

F. Reporting During the Fiscal Year

The Finance Director will present fiscal year-to-date budget to actual reports to City Council quarterly detailing any budget concerns and corrective actions plans.

G. Avoidance of Operating Deficits

The City shall take immediate corrective action if at any time during the fiscal year expenditure and revenue projections are such that an operating deficit is projected at year end. Corrective actions in order of precedence are as identified in the Fund Balance Policy:

1. Budget amendment from Unassigned Fund Balance in excess of 60-day requirements.
2. Reduce transfers to Capital Improvement Fund if project timing allows.
3. Defer purchases of Capital items.
4. Reduce budget expenditures to only what is critically necessary to operate.
5. Increase fees.
6. Use a minimum unassigned fund balance – 60 day of normal operating expenditures.

Excess fund balance, which is a one-time revenue sources, may be used to fund an annual operating deficit only with prior approval of a plan to replenish the fund balance if it is brought down below policy level of 90-day operational cost.

H. Budget Amendment or Adjustment

Under the provisions of State law and City Charter, the budget may be amended or adjusted.

Amendment of the adopted budget involves an addition to or reduction of existing appropriations. At the request of the City Manager, the City Council may by Ordinance make supplemental appropriations for the fiscal year up to the amount of excess. A budget amendment changes the overall budget total, whereas a budget adjustment does not.

The City Manager is authorized to make budget adjustments which area a transfer of budgeted amounts within and among departments; however, any revisions that alter the total expenditures / expense must be approved by the City Council.

I. Central Control

Unspent funds in salary and capital allocation may not be spent for any purpose other than their specifically intended purpose without prior authorization of the City Manager.

J. Budget Participation

The City Manager is responsible for filing a proposed budget with the City Clerk's office according to statute. Ahead of that required date, individual city departments and city-supported boards and commissions will be required to

participate in the annual budget process and present individual budgets to City Council for review.

IV. REVENUES AND RESOURCES

The City will maintain a balanced and diverse revenue stream that minimizes the City's exposure to economic cycles and risk.

A. User Fees

For services that benefit specific users (private / individual or mixed services), the City shall establish and collect fees to recover the cost of those services.

B. Property and Sales Tax

Where services provide a general public benefit, the City shall finance those services through property and sales taxes.

C. Administrative Services Charges

The City shall establish a method to determine annually the administrative services charges due to the General Fund from the Enterprise Fund for overhead and staff support. Where appropriate, the Enterprise Fund shall pay the General Fund for direct services rendered. Personnel costs shall be equitably split among funds in the annual budget.

D. Fund Transfers for funding Capital Improvement Projects

Annually during the budget and capital improvement development process, the amount to be transferred from the Enterprise and other funds for Capital funding will be determined and budgeted accordingly.

E. CIP Planning

At least annually, the City Manager shall conduct a Capital Project Planning workshop with the City Council, department directors, and other stakeholders, ahead of the annual budget process. The CIP plan will be updates regularly by the City Manager or his / her designee.

F. Fund Transfers to the Debt Service Fund

When debt is issued for Enterprise Fund and / or other fund projects, the amount will be determined, and an annual allocation of debt service will be

calculated and transferred from the said funds to the debt service fund for debt repayment.

G. Water/ Wastewater Revenue Billings

Water and wastewater revenues are billed in arrears, as customer meters are read monthly for the previous month's water usage. At year end, revenue is accrued to adjust revenues to a full accrual basis of accounting but during the year, revenues are recorded on a cash basis.

H. Write-off Uncollectible and Receivables Excluding Court Fines, Fees, and Warrants

Receivables shall be considered for write-off as follows:

- Undeliverable mail – accounts that remain outstanding for 12 months and all steps have been exhausted.
- The release or extinguishment in whole or in part, or any indebtedness, liability, or obligations as authorized by State Law.
- Accounts outstanding for 7 years, identified as uncollectible, and all attempts to collect have been taken.
- The write-off of uncollected accounts is a bookkeeping entry only and does not release the debtor from any debt owed to the City.

V. USER FEES

Design, maintain and administer a fee structure for fee-based services that will assure a reliable, equitable, diversified, and sufficient revenue stream to support desired City services.

For services that benefit specific users, the City shall establish and collect fees to recover the costs of those services. The City Council shall determine, with the recommendation of the City Manager or his / her designee, the appropriate cost recovery level and establish fees. Where feasible and desirable, the City shall seek to recover full direct and indirect costs. User fees shall be reviewed on a regular basis to calculate their full cost recovery levels, to compare them to the current fee structure, and to recommend adjustments where necessary. The City shall make every effort to avoid subsidizing costs of services.

1. In determining a charge or fee, each department should identify what factors are to be taken into account when pricing services. They should

determine whether the City intends to recover the full cost of providing services. If the full cost of a service not received, then an explanation of the department's rationale for this deviation should be provided.

2. The full cost of providing a service should be calculated in order to provide a basis for setting the charge or fee. Full cost incorporates direct and indirect costs, including operations and maintenance, overhead, man hours, and charges for the use of capital facilities.
3. Changes and fees should be reviewed and updated periodically based on factors such as the impact of inflation, other cost increases, the adequacy of the coverage of costs, and current competitive rates.
4. User Fees – General Fund
 - a. For services that benefit specific users (private / individual or mixed services), the City shall establish and collect fees to recover the costs of those services. Where services provide a general public benefit, the City shall finance those services through property and sales taxes.
 - b. Costs of services are defined as full cost – direct, indirect, and overhead.
 - c. Factors to include when setting fees should include but not be limited to: market and competitive pricing, effect on demand for services, and impact of users, which may result in recovering something less than full cost.
5. User Fees – Enterprise Fund
 - a. Utility rates and other fund user fees shall be set at levels sufficient to cover operating expenditures (direct and indirect), meet debt obligations, and debt service coverage, and provide adequate levels of working capital.
 - b. The City shall seek to eliminate all forms of subsidization to the Enterprise Fund from the General Fund.
 - c. If necessary, revenue forecasts shall be built around smaller rate increases annually versus higher rate increases periodically.

Once a fee has been proposed for a particular service, the fee will be compared to market, evaluated for potential effects on users such as low-income households, market demands of service, etc. A fee will then be recommended to the City Manager

and presented to City Council based on all information gathered through the fee evaluation.

VI. EXPENDITURES AND SERVICES (NON-CAPITAL)

Identify and set priorities for services, establish appropriate service levels and administer the expenditure of available resources to help ensure fiscal stability and the effective and efficient delivery of services.

A. Annual Expenditures

The City will only propose operating expenditures which can be supported from on-going operating revenues. Before the City undertakes any agreement with that would create fixed on-going expenses, the cost implications of such agreements will be fully determined for current and future years. Capital expenditures may be funded from one-time revenues, but the operating budget expenditure impacts of capital expenditures will be reviewed for compliance with this policy.

B. Departmental Service Plans

Each department will prepare a business plan with department-specific performance metrics beginning in Fiscal Year 2024 – 2025, or as soon as practicable, to measure service delivery. Business plans will define services, service levels, and describe the resources necessary to provide current (base) level of service. A projection of resources needed to provide identified service will be prepared. Any anticipated changes in services or service levels will be listed. Every effort shall be made to link services to Council priorities defined in the Strategic Plan. Service plans developed in a given year will be presented to City Council prior to the development of the City Manager's proposed annual budget.

C. Maintenance of Capital Assets

Within the resources available each fiscal year, the City shall maintain Capital assets and infrastructure at a sufficient level to protect the City's investment, to minimize future replacement and maintenance costs, to maintain service levels, to extend the useful lives of capital assets, and to anticipate a reasonable replacement schedule and associated funding necessary to support maintenance and replacement of capital assets.

D. Inter-Fund Administrative Services

The City will assess administrative services provided by the General Fund to other Funds. The cost of the services provided will be budgeted as a transfer to / transfer from each Fund's budgeted year. Anticipated costs for services will be budgeted and costs allocated to appropriate budgets to minimize the number of transfers to allocate costs to appropriate funds.

E. Purchasing

The City shall conduct its purchasing and procurement functions in accordance with applicable local, State, and Federal laws. Staff shall make every effort to capitalize on savings available through competitive processes and "best value" purchasing.

VII. FUND BALANCE / WORKING CAPITAL

Maintain the fund balance and net assets of the various operating funds at levels sufficient to protect the City's creditworthiness as well as its ability to withstand emergencies or economic fluctuations.

1. The City will strive to maintain a minimum unassigned fund balance in the General Fund equal to 120 days of normal operating expenditures but not less than 90 days of operating expenditures. This amount is projected each year at the end of the fiscal year, recognizing that Fund Balance levels can fluctuate from month to month in normal course of operations. During each budget process, the level of unassigned fund balance will be reviewed and if based on current economic and financial conditions a change is determined to be in the best interest of the City, it will be proposed during the budget process for City Council approval.
2. The City will strive to maintain working capital sufficient to provide for reserves for emergencies and revenue shortfalls in the Enterprise Fund. The reserve will be a minimum of 90 days of normal operating expenditures in funds that have major infrastructure or assets. Funds without major infrastructure or assets will have no minimum balance requirement.
3. The City shall maintain sufficient reserved in its Debt Service Fund, which shall equal or exceed the requirements dictated by its bond ordinances.

VIII. CAPITAL EXPENDITURES AND IMPROVEMENTS

Annually review and monitor the state of the City's capital equipment and infrastructure, setting priorities for its replacement and renovation based on needs, funding alternatives, and availability of resources.

A. Capitalization Threshold for Tangible Capital Assets

Tangible Capital items should be capitalized only if they have an estimated useful life of at least three years following the date of acquisition or significantly extend the useful life of an existing capital asset and cannot be consumed, unduly altered, or materially reduced in value immediately by use and have a cost of not less than \$5,000 for an individual item.

The capitalization threshold of \$5,000 will be applied to individual items rather than to a group of similar items (i.e., desks, chairs, etc.).

Computer software, regardless of cost, will not be capitalized.

B. Five-Year Capital Improvement Plan (CIP)

The City shall annually prepare a five-year Capital Improvement plan based on the needs for Capital improvements and equipment, the status of the City's infrastructure, replacement and renovation needs, and potential new projects. For every project identified in the plan, a project scope and project justification will be provided. Also, project costs shall be estimated, funding sources identified, and annual operation and maintenance costs computed.

Citizens, Parks and Recreation Board, Planning and Zoning Board, Sweeny Economic Development Corporation, etc., will be provided opportunities to review the list of CIP projects for the 5-Year CIP and may suggest additions and/or changes to the plan as appropriate before it is presented to City Council, or a joint working session may be conducted among City Council and stakeholders with advanced posting on quorums as applicable.

The City Manager is charged with recommending a Capital Improvement Plan to City Council. Projects submitted, either by staff, through a neighborhood or citizen request, or through joint participation of stakeholder groups, will be reviewed in conjunction with the entire Capital Improvement Project program

and submitted to City Council for final considerations. The Five-Year CIP shall be filed and adopted with the Annual Budget.

The Five-Year CIP shall be limited to the affordability limits identified in the long-range financial plans of the City, taking into considerations available cash, bond issuances, operating costs, etc.

Projects that requested but cannot be funded in the Five-Year CIP may be include in the CIP for future reference as an appendix of unfunded requests.

Annually, through the budget process and at year-end, projects are to be reviewed and if identified as complete, will be closed by Finance and any remaining funds will be applied to Fund Balance. Funds remaining from bond proceeds will only be used in accordance with the legal use of those funds pursuant to bond covenants.

Appropriations for Capital Projects are for the life of the project; therefore, re-appropriation of Capital funding for budgeted projects will not be necessary.

C. Capital Expenditure Financing

The City recognizes that there are three basic methods of financing its Capital requirements: funding from current revenues, funding from Fund Balance as allowed by the Fund Balance Policy, or funding through the issuance of debt. Types of debt and guidelines for issuing debt are set forth in the Debt Policy Statements below.

D. Capital Improvement Project Reporting

Capital project status reports shall be updated quarterly and included in quarterly leadership updates to City Council, or as often as needed to keep the governing body informed on project work and status. These reports will be presented by individual department directors.

IX. DEBT

Establish guidelines for debt financing that will minimize the impact of debt payments on current revenues and protect the City's creditworthiness.

A. Use of Debt Financing

Debt financing to include General Obligation Bonds, Revenue Bonds, Certificates of Obligations, Lease/Purchase Agreements, and other Obligations permitted to be issued or incurred under Texas Law, shall only be used to acquire capital assets and refinance existing debt obligations. In deliberations to issue debt, the City will first consider whether it is prudent to finance such assets from other available sources including current revenues or fund balance. Such deliberations will consider the effect on the City's Fund Balance Policy and liquidity, particularly in the context of prudent financial management and credit rating implications. When possible, the City will pay cash for Capital expenditures and improvements within the financial affordability of each fund versus issuing debt. Debt maturing beyond current fiscal year will not be used to fund current operating expenditures. The City, when appropriate, may issue short-term obligations maturing within the current fiscal year for cash flow management purposes.

B. Debt Financing

1. Affordability

The City shall use an objective analytical approach to determine whether it can afford to issue new general-purpose debt, both General Obligation Bonds and Certificates of Obligation. This process shall compare standards of affordability of the current values for the City. For tax-backed debt, such standards of affordability may include debt per capita, debt as a percent of taxable value per capita, and tax rate. The process shall also examine the direct costs and benefits of the proposed expenditures. The decision on whether or not to issue new debt shall be based on the costs and benefits, current condition of the municipal bond market, City's ability to "afford" new debt as determined by the aforementioned standards, and a review of the project's cash requirements as determined by the project's proposed timeline.

2. Debt Capacity

The City shall complete a debt capacity assessment to ensure that proposed debt is affordable and contributes to the financial strength of the City. The debt capacity is the upper limit on the dollar amount of capital improvements that the City can afford to fund from debt.

Debt capacity calculations for long-term planning shall assume market rates or higher for the average annual interest costs at the time the capacity is determined. The analysis shall not assume future refunding of any outstanding bonds and shall consider debt service requirements on both current and proposed debt.

For tax supported debt, maximum capacity shall be determined by an amount of annual debt service that the City can absorb within the current or proposed tax rate allocation for debt based on assumed growth in assessed valuation.

For revenue debt, maximum capacity shall be determined by the amount of annual debt service the City can absorb within a proposed rate structure that has been reviewed with City Council and which can support the proposed debt within the additional bonds test as defined in the revenue bond covenants. The City shall not exceed debt capacity as defined through bond covenants or fall below bond coverage ratios for additional revenue bonds. The City may choose to maintain target coverage margins in excess of legal requirements under bond covenants.

Factors that will be included in the annual debt capacity determination shall include:

- Existing debt obligations
- Evaluation of revenue and expenditure trends
- Debt per capita
- Debt to assessed value ratio
- Taxable value per capita
- Statutory or constitutional requirements
- Market factors such as interest rates, credit rating, or market status

C. General Obligation Bonds (GO)

General Obligation bonds require voter approval except for refunding bonds.

1. GO Bonds must be issued to accomplish projects identified in the Bond referendum and associated material.
2. GO Bonds must be issued for projects that are in accordance with the wording in the bond propositions.

D. Certificates of Obligation

Certificates of Obligation may be issued without voter approval to finance any Public Works project or Capital Improvement, as permitted by State Law. Should the City's capital funding evaluation support the issuance of Certificates of Obligations, they shall be issued only after determining the City's ability to assume additional debt based on the standards identified above.

Circumstances in which Certificates of Tax Notes might issued can include but are not limited to the following:

- The City may issue CO's when there is insufficient funding on the General Obligation bond-financed capital improvement projects in progress;
- The City may issue CO's when emergency (urgent, unanticipated) conditions require a capital improvement to funded rapidly;
- The City may issue CO's for projects when there is not other funding source available and the project is determined to be in the interest of the City or in the interest of public health and safety;
- The City may issue CO's or Tax Notes for project to comply with regulatory mandates.

E. Revenue Bonds

For the City to issue Revenue Bonds, revenues as defined in the ordinance authorizing the Revenue Bonds in question shall be established and maintained to provide debt service coverage at least to comply fully with all bond covenants. Annual adjustments to the City's rate structures for enterprise funds shall be considered during the budget process and will be made as necessary to maintain the coverage factor. The City may choose to maintain target coverage margins in excess of legal requirements under bond covenants.

F. Debt Structures

The City shall normally issue bonds with a life not to exceed 25 years for General Obligation Bonds and Revenue Bonds, but in no case longer than the useful life of the asset.

1. The City shall seek level or declining debt repayment schedules.

2. The City shall seek to retire its debt with as short an average life as possible.
3. There should be no debt structures that include increasing debt service levels in years beyond the first and second year, except as special situations may warrant.
4. There shall be no “balloon” bond repayment schedules which consist of low annual payments and one large payment of the balance due at the end of the term.
5. The City shall seek debt instruments allowed by applicable law that do not restrict early pay off.
6. There shall always be at least interest paid in the first fiscal year after a bond sale and principal payments starting generally no later than the second fiscal year after the bond issue.

G. Refunding

The City’s financial advisor shall monitor the municipal bond market for opportunities to obtain interest savings by refunding outstanding debt. As a general rule, the net present value savings of a particular refunding should exceed 3.0% of the refunded maturities unless (1) a debt restructuring is necessary, or (2) bond covenant revisions are necessary to facilitate the ability to provide services or to issue additional debt.

H. Interest Earnings on Debt Proceeds

The expenditure of interest earnings on debt issued will be limited to funding changes to the bond financed capital improved plan in compliance with the voted propositions, cost overruns on bond projects, or be applied to debt service payments on the bonds issued.

I. Bond Elections

Timing of General Obligation Bond elections shall generally be determined by the inventory of current authorized unused bonds remaining to be sold and the five-year capital improvement program. The total dollar amount of bond election propositions recommended to the voters may not exceed the City’s estimated ability to issue the bonds within a 10-year period.

An analysis showing how the new debt combined with current debt impacts the City's tax rate and debt capacity will accompany every future bond issue proposal.

J. Sale Process

The City shall use a competitive bidding process in the sale of debt unless the nature of the issue warrants a negotiated sale. The City may utilize a negotiated process when the issue is, or contains, a refinancing that is dependent on market/interest rate timing. The City may issue certain issues as direct placements to state or federal agencies. Except for direct placements to state or federal agencies, the City shall award the bonds based on a true interest cost (TIC) basis.

K. Rating Agency Presentations

Full disclosure of operations and open lines of communications shall be maintained with the rating agencies. City staff, with the assistance of financial advisors, shall prepare the necessary materials and presentation to the rating agencies. Credit rating will be sought from one or more of the nationally recognized municipal bond rating agencies, currently Moody's Investor Services, Standard & Poor's, and Fitch Inc., as recommended by the City's financial advisor.

L. Bond Ratings

The City will prudently manage the General and Enterprise Funds and attempt to issue and structure debt to help maintain or increase the current bond rating.

M. Lease/Purchase Agreements

The City will use lease/purchase agreements when it is cost-efficient and provides for more attractive terms than other alternatives.

N. Compliance

The City will comply with its continuing disclosure obligations to inform the Municipal Securities Rulemaking Board through the EMMA website (Electronic Municipal Market Access) of any and all continuing disclosure document and annual financial statements.

X. CASH MANAGEMENT AND INVESTMENTS

Invest the City's operating cash in a manner that will ensure its absolute safety of principal, provide necessary liquidity needs of the City, and optimize yield relative to those constraints.

A. Investment Management

1. All aspects of cash/investment management shall be designed to ensure safety and integrity of the City's financial assets.
2. Cash/investment management activities shall be conducted in full compliance with prevailing local, state, and federal regulations.
3. The City will utilize competitive bidding practices wherever practical, affording no special advantage to any individual or corporate member of the financial or investment community.
4. The City will only do business with City authorized broker/dealers approved by the City Council and/or financial institutions that have executed written certification of their review of the City's Investment Policy.
5. Only employees authorized by City Council may perform treasury and investment duties. Each of the employees designated to serve as Investment Officers shall be bonded.
6. The City shall design and establish policies relating to a variety of cash/investment management issues, such as the eligibility and selection of various broker/dealers, safekeeping requirements, collateral requirements, delivery versus payment requirements, weighted average maturity requirements and such other aspects of the program (See Investment Policy).
7. Investments of the City shall be made with the exercise of judgement and care which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment.
8. The City's Treasury and Investment Officer will present a quarterly investment report to the governing body which will contain signatures of at least two bonded treasury employees pursuant to Chapter 2256 of Texas Local Government Code.
9. Treasury staff will retain as much fund balance as practicable in high interest bearing, low risk accounts approved by the State of Texas pursuant to Chapter 2256 of Texas Local Government Code (such as TexPool, Logic,

Tex Class, etc.) to maximize interest earnings and transfer funds as required to meet current obligations.

B. Treasury and Investment Strategy

The City's investment program seeks to achieve safety of principal, adequate liquidity to meet cash needs, and reasonable yield commensurate with the preservation of principal and liquidity. Refer to the City's Investment Policy (Exhibit A) as adopted by City Council annually for detail.

1. Funds will be transferred from pool accounts to pay capital costs of projects for which the debt was issued when due.
2. City staff members with treasury and investment responsibility are required to take and maintain current Public Funds Investment Act training by an approved provider (TML, North Central Texas Council of Governments, etc.) every two years.

C. Interest Income

Interest earned from investments shall be distributed to the funds from which the funds were provided.

1. When debt is issued, the proceeds will be put into a high interest earning approved account such as TexPool, TexPool Prime, Tex Star, Logic, etc. to maximize interest earnings.

D. Arbitrage Investments and Reporting

The City's investment position as it related to arbitrage is as follows: Investments on bond proceeds will be made with safety of principal and liquidity in mind but with a competitive rate of return. Bond proceeds will be invested in separate instruments and not comingled with other investment purchases. Arbitrage rebate calculations will be performed as required in all debt issues and funds set aside annual for any positive arbitrage. Arbitrage will be rebated to the Internal Revenue Service as needed.

E. Depository

The City of Sweeny will select its official bank depository through a formal bidding process to provide the City with the most comprehensive, flexible, and cost-effective banking services available. The City will, at a minimum, bid depository services every five years.

F. Collateralization of Deposits

1. The City shall have pledged collateral held at an independent third-party institution and evidenced by a written receipt.
2. The value of the pledged collateral should be marked to market monthly and shall be at least 103percent of par of market value of the investments, whichever is greater.
3. Substitutions of collateral shall meet the requirements of the collateral agreement and have prior written approval. Collateral shall not be released until the replacement collateral has been received.
4. The pledge of collateral shall comply with the City's Investment Policy.

XI. GRANTS

The City will seek, apply for, and effectively administer federal, state, and local grants, to support City's priorities and policy objectives.

A. Grant Guidelines

The City shall apply and facilitate the application for only those grants that are consistent with the objectives and high priority needs identified by the City Manager and City Council.

Grant funding will be considered to leverage City funds. Inconsistent and/or fluctuating grants should not be used to fund ongoing programs.

The potential for incurring ongoing costs, to include assumptions of support for grant-funded position from local revenues, will be considered prior to applying for a grant.

B. Grant Review

All grant submittals shall be reviewed for their cash match requirements, their potential impact on the operating budget, and the extent to which they meet the City's goals. If there is a cash match requirement, the source of funding shall be identified prior to application.

The City Manager shall approve all grant submissions and City Council shall approve all grant acceptance \$50,000 or more and any grant acceptance regardless of the dollar amount if a budget amendment is required.

C. Grant Termination and /or Reduced Grant Funding

In the event of reduced grant funding, City resources will be substituted only after all program priorities and alternatives are considered during the budget process, unless the City is obligated through the terms of the grant to maintain the positions.

The City shall terminate grant-funded programs and associated positions when grants funds are no longer available, and it is determined that the program no longer supports City goals, and/or is no longer in the best interest of the City, unless the City has obligated itself through the terms of the grant to maintain the positions.

XII. INTERNAL CONTROLS AND PURCHASING

Internal controls are procedures that all employees and members of city-supported boards and commission are required to follow to support best management practices and safeguard the City's assets related to cash management and control, management of public funds and budgetary allocations, and protection of city interests.

A. Segregation of duties and Internal Controls

It is the responsibility of department directors and board chairpersons to implement internal controls that segregate duties so that not one single person has complete control of cash management or other transactions that carry potential for miscounting or misappropriation. Chairpersons of city supported boards will abide by this finance policy and any questions or need for clarity will be directed to the City's Finance Director.

1. All checks for City accounts and city-supported boards will require two signatures from authorized bank signatories.
2. All bank signatories must be approved by City Council. City employees serving as bank signatories must be bonded.
3. When cash collections are prepared for bank deposits, at least two people will separately count the collected proceeds in the presence of the other, and both will sign attesting to the amount of

the deposit prepared. All bank deposits will be prepared in sealed bags or envelopes. Deposit slips will be submitted to the City's Finance Department for regular banking reconciliations.

4. No department of the City will have debit cards or cash liquidity. Credit cards will be authorized with appropriate credit levels by the City's Finance Director, and individual department directors shall be responsible for the monthly reconciliation of a credit card statements and submitted to the Finance Department for payment in a timely manner to avoid late payments. Officers of applicable boards and commissions may be authorized a credit card, and all receipts and backup documentation must be submitted in a timely manner to the Finance Department for payment.
5. All invoices will be sent to accountspayable@sweenytx.gov.
6. All staff members and elected officials with access to a city-owned computer or smart device will be required to take Cyber Security Training pursuant to Texas Government Code Section 2054.5191
7. No City employee, elected official, or representative of any City-sponsored board or committee shall use smart applications attached to personal funds, such as Cash App, Venmo, Zelle, or other application or instrument required to be supported by any personal checking account for the collection of proceeds from city events, boards, commissions, etc. No public funds shall ever be intermingled with any personal funds of any individual or other organization.

B. Encumbrances and Requisition to Purchase Order

Once the City finalizes migration to a full web-based enterprise resource planning (ERP) system inclusive of all transaction procedures into one uniform software, all transactions will be encumbered so as to maintain a budget-to-actual information in real time.

1. Transactions will be encumbered utilizing the accounting system. All vendors must be previously registered with completed W-9 information in the system prior to payment being issued.
2. A transaction is encumbered when it is initiated through a requisition in the system, and the funds for said transaction are "earmarked" for that transaction. Requisition do not constitute authorization to make the purchase. Requisitions initiate the

transaction with a sequential number and the request is then routed in the workflow to the authorizing agent – department director, supervisor, etc.

3. When the supervisor or director has approved the requisition, it then becomes a purchase order, and a specific number is assigned to the purchase order.
4. Certain transactions may not be approved without additional authority if not budgeted in the approved budget or if they exceed purchasing thresholds.

C. Purchasing Thresholds and Procurement

The City Manager will set the thresholds for purchasing power of individual department directors consistent with the City's Charter and all applicable state and local guidelines.

1. City Manager may make purchases up to \$49,999.99 pursuant to the City's Charter and applicable state law. Purchases should be included in the City's adopted budget, and if not, a budget amendment or adjustment may be required. Budget amendments require Council approval.
2. Department Directors may make purchases for up to \$1,000. Purchases between \$1000 and \$3500 required the Finance Director's approval, and for purchases exceeding \$3500, the City Manager's approval is required.
3. For any purchases of \$3500 or more, the City should seek at least three quotes and all bids should be included with the purchase order back up documentation. Some circumstances will not require 3 bids such as emergency purchases, sole source providers, and use of approved state procurement cooperatives to acquire goods and services, construction, technology, and other purchases not deemed to be a specialized professional service.
4. The City will utilize the competitive sealed bid process for purchases of at least \$50,000 pursuant to Chapter 252 of Texas Local Government Code. This only applies to goods and services not deemed professional services. Every effort will be made to seek bids from Historically Underutilized Businesses (HUBs) and Veteran, Minority and Women Owned Businesses.

5. Professional services such as City general counsel, financial auditing, and engineering will be procured by solicitation of professional qualifications. Consideration will be based on credentials, references, capacity to perform, and other considerations that the City may find pertinent to seeking a professional services provider.

D. Cryptocurrency and Blockchain Technology

This section assumes at a later time, the City will need expand the Comprehensive Finance Policy to include cryptocurrency and blockchain technology. This section is reserved for the purpose of expanding this section of the policy as more best management practices related to these subjects become available from municipal finance authorities such as Generally Accepted Accounting Principles (GAAP), Government Accounting Standards Board (GASB), Government Finance Officers Association (GFOA), etc.

1. Currently, no cryptocurrency, such as Bitcoin or other form of online currency, is recognized by the City of Sweeny for methods of payment. Only the US Dollar is utilized by the City of Sweeny for exchange of goods and services.
2. Blockchain technology is not currently utilized, however, the City has the option to utilize this technology to prevent fraud or other malicious activity.

CITY OF SWEENY

INVESTMENT POLICY

Reviewed January 2011

CITY OF SWEENEY, TEXAS- INVESTMENT POLICY

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I. INVESTMENT AUTHORITY AND SCOPE OF POLICY

POLICY STATEMENT

This policy is designed to serve as a guide for the investment of all City of Sweeny (City) funds by the individuals designed by the City Council as having the authority and responsibility for making such investments. The policy reflects the concept that the City, by the law, manages funds. The City is public trust for those assets acquired pursuant to City Charter and Statutes.

This policy is served to satisfy the statutory requirements of Texas Government Code Chapter 2256 (The Public Funds Investment Act) to define and adopt a formal investment policy. See attachments A: *Certification City Council Action to Approve Investment Policy*. This policy will be reviewed and approved by the City Council at least annually according to Section 2256.005(e).

It is the policy of the City that excess funds shall be kept invested until required for payment of operating and maintenance expenses, debt services, construction costs, claims not covered by insurance, or any other debt or amount rightfully due owed by the City. The City shall maintain a comprehensive cash management program which includes collection of accounts receivable, vendor payment in accordance with invoice terms, and prudent investment of its available cash.

Provisions and restrictions set forth in State and Federal Laws, in bond Ordinances for each of the separate funds and in other ordinances (including subsequently adopted Bond Ordinances or State or Federal laws enacted), shall govern administration and investment of City funds. If there should ever be conflicts between this policy and other laws and ordinances, such other laws and ordinances will control.

To assure optimum investment return, funds shall be invested on the basis of the highest dollar return, through competitive bid or offer process; however, first consideration shall be given to preservation and safety capital. When determining the term of an investment, market trends and economic conditions shall be recognized factors within the parameters of projected expenditure due dates. Arbitrage regulations shall be strictly observed.

Portfolio composition and eligible investments shall be set forth in this policy. Tax-exempt securities within the portfolio shall be utilized primarily for compliance with arbitrage regulations. Arbitrage, as referred to in this policy, concerns the investment of bond proceeds (construction funds), interest and sinking funds, and reserve funds.

It shall be recognized that speculation is inappropriate, and the volatile instruments are to be avoided any circumstances.

Funds Included

This investment policy applies to all financial assets of all of the City at the present time and any funds to be created in the future.

Investment Officers

In accordance with Chapter 2256, Sec. 2256.005(f), the City Council shall designate the as Investments Officers of The City. See *attachment B: Certificate of Council Action to Designate Authorized Investment officers*. Each of the employees designated to serve as Investment Officers shall be bonded employees.

If an Investment officer has a personal relationship with an entity—or is related within the second degree by affinity or consanguinity to an individual—seeking to sell investment to the City, the Investment Officer must file a statement disclosing that personal business interest—or relationship—with the Texas Ethics Commission and the City Council in accordance with the Government Code 2256.005(i).

Investment Officers shall refrain from personal business activity that could conflict with proper execution of the investment programs, or which could impair their ability to make impartial investment decisions. Investment Officers shall disclose to the City Manager any material financial interests in financial institutions that conduct business with the City, and shall disclose any large personal financial or investment positions that could be related to the performance of the City's portfolio. Investment Officers shall subordinate their personal investment transactions to those of the city, particularly with the regard to the timing of the purchase and sales.

The Investment Officers have the authority to purchase or sell, and approved securities without limitation as to dollar amount, subject to this policy. Procedures shall provide for dual signature authorization for the purchase or sale of any security. The Investment Officers shall participate in and properly account for investments and pledged collateral in order to maintain appropriate internal controls.

II. INVESTMENT OBJECTIVES

General Statements

City funds will be invested in accordance with federal and state laws, this investment policy and applicable written administrative procedures. The City will invest according to investment strategies for each fund as approved by the City Council in accordance with Sec. 2256.005(d).

Safety and Maintenance of Adequate Liquidity

The City is concerned about the return of its principal; therefore, safety is a primary objective in any investment transaction. The City's investment portfolio must be structured in conformance with an asset/liability management plan which provides for liquidity necessary to pay obligations as they come due.

Diversification

It will be the City's policy to diversify its portfolio to eliminate the risk of loss resulting from overconcentration of assets in a specific maturity, or a specific issuer, or a specific class of investments. Investments shall always be selected that provide for stability of income and reasonable liquidity.

Yield

It will be the City's objective to earn the maximum rate in return allowed on its investments within the policies imposed by its safety and liquidity objectives, investment strategies for each fund, arbitrage regulations, and state and federal law governing investment of public funds.

Maturity

Portfolio maturities will be structured to meet the City's financial obligations first and then to achieve the highest return of interest. When making investment decisions, maturity restraints will be determined based upon the investment strategy for each fund. The maximum allowable stated maturity of any individual investment owned by the City is five (5) years.

Quality and Capability of Investment Management

It is the City's policy to provide training required by the Public Funds Act Sec. 2256.008 and periodic training in investments for each Investment Officer through courses and seminars offered by professional organizations and associations in order to insure the quality, capability and currency of the Investment Officers in making sound investment decisions. A newly appointed Investment Officer must attend at least one training session within twelve (12) months of their appointment.

Investment Strategies

Bond Reserve Funds

The City's Bond Reserve Fund shall include investments appropriate to provide reserves to meet and shortfalls in the City's debt service funds. As the Bond Reserve Fund is not anticipated to be utilized except in the case of extreme situations, maturities in the fund is generally expected to be invested for longer terms (one to three years) not to exceed five years. However, in no instance should an investment maturity exceed the latest establishment debt service requirement/payment date for that particular bond issuance. All bond Reserve Fund investment instruments liquidations are unlikely, however should they be necessary, the comparatively longer-term nature of the instruments could result in material losses depending on the financial and economic conditions existing. Bond Reserve Fund investments will be structured to achieve the most competitive yields attainable, given appropriate diversification and safety requirements.

Bond Debt Service Funds (Interest and Principal Funds)

The City's debt Service Funds shall include investments appropriate to meet periodic payments required by bond amortization schedules. As such, investment maturities are limited by pertinent debt service requirements and by related tax law addressing maximum funding levels for such funds (arbitrage considerations). All Debt Service Fund investment instruments must meet credit and safety criteria as required by the Public Funds Investment Act instruments must meet credit and safety criteria as required by the Public Funds Investment Act and the City's Investment Policy. Due to their specific purpose and short-term nature, involuntary investment liquidations are unlikely in these funds, however should they be necessary, their short-term nature would make material losses highly unlikely. Investments will be structured to achieve the most competitive yields attainable, given the pertinent liquidity requirements. Appropriately competitive and reasonable investment instruments will be compared prior to making an investment.

General Fund

The General Fund shall include investments suitable for a fund requiring a high degree of liquidity. All investment instruments must meet credit and safety criteria as required by the Public Funds Investment Act and the City's Investment Policy. Additionally, General Fund investments shall be diverse and include a variety of investment instruments. Due to their short-term nature, involuntary investment liquidations are unlikely for the General Fund, however should they be necessary, the short-term nature of the instruments would make material losses highly unlikely. General Fund investments will be structured to achieve the most competitive yields attainable, given the pertinent liquidity requirements. Appropriately competitive and reasonable investment instruments will be compared prior to making an investment.

Enterprise Fund

The Enterprise Fund shall include investments suitable for a fund requiring a high degree of liquidity. All investment instruments must meet credit and safety criteria as required by the Public Funds Act and Enterprise Fund shall include investments suitable for a fund requiring a high degree of liquidity. All investment instruments must meet credit and safety criteria as required by the Public Funds Act and the City's Investment Policy. Additionally, General Fund investments shall be diverse and include a variety of investment instruments. Due to their short-term nature, involuntary investment liquidations are unlikely for the Enterprise Fund, however should they be necessary, the short-term nature of the instruments would make material losses highly unlikely. Enterprise Fund investments will be structured to achieve would make material losses highly unlikely. Enterprise Fund investments will be structured to achieve the most competitive yields attainable, given the pertinent liquidity requirements. Appropriately competitive and reasonable investment instruments will be compared prior to making an investment.

Construction Funds

The City's Construction Funds shall include investments appropriate to meet construction expenditure requirements for which the funds were acquired. Maturities are also limited by related tax law addressing required spending terms. Construction Funds' investment instruments must meet credit and safety criteria as required by the Public Funds Investment Act and the City's Investment Policy. Because involuntary investment liquidations are unlikely. Investments will be structured to achieve the most competitive yields attainable, given the pertinent liquidity requirements. Appropriately competitive and reasonable investment instruments will be compared prior to making an investment.

Other Miscellaneous City of Sweeny Funds (Special Revenue Fund)

Other City funds shall include investments suitable for their particular purposes, including their unique liquidity requirements. Similarly, the average maturity of investments will be tailored to the individual fund's purposes and requirements. All investment instruments must meet credit and safety criteria as required by the Public Funds Investment Act and the City's Investment Policy. Because investments are made in accordance with specific fund expenditure requirements, involuntary investment liquidations are unlikely. Investments will be structured to achieve the most competitive yields attainable, given the pertinent requirements. Appropriately competitive and reasonable investment instruments will be compared prior to making an investment.

III. INVESTMENT TYPES

Authorized

The City's Investment Officer's shall use of the following authorized investment instruments consistent with governing law (Government Code 2256):

- A. Except as provided by Government Code 2256.009(b), the following are authorized investments:
 - 1. Direct obligations of the United States include only Treasury Bills, Treasury Notes, and Treasury Bonds;
 - 2. Obligations of State of Texas including its agencies, counties, cities, and other political subdivisions rated as to investment by a nationally recognized investment rating firm not less than "A" or its equivalent"
 - 3. Other obligations, the principal and the interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of the United States.
- B. Certificates of Deposit or Money Market Accounts if issued by a state or national bank domiciled in this state that are:
 - 1. Guaranteed or insured by the Federal Deposit Insurance Corporations or its successor:
 - 2. Secured by eligible collateral as listed in Section IV.
- C. Eligible investment pools (as discussed in the Public Funds Investment Act, Sec. 2256.016-2256.019) as authorized by the Council. An investment pool shall invest the funds it receives from entities in authorized investments permitted by the Public Funds Investment Act. *See Attachment B: Certification of Council Action to Approve Authorized Investment Pools.* In order to be eligible, an investment pool must meet the following conditions.
 - 1. Must be continuously rated on lower than "AAA," "AAA-M," or an equivalent rating by a nationally recognized rating agency;
 - 2. A Public Fund Investment Pool created to function as a Money Market Mutual Fund must mark its portfolio to market daily, and to extent reasonably possibly, stabilize at a \$1.00 net asset value; the ratio of the market value to book value of the fund must be maintained between 0.995 and 1.005; and
 - 3. The pool must establish an advisory board composed of qualified members representing participants and non participants.

Prohibited

The City's Investment Officers have no authority to use any of the following investment instruments which are strictly by the Public Funds Investment Act, Section 2256.009(b):

- A. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
- B. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
- C. Collateralized mortgage obligations that have a stand final maturity date of greater than ten
- D. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

IV. INVESTMENT RESPONSIBILITY AND CONTROL

Investment Institutions Defined

Investment Officers shall invest City funds with any or all of the following institutions or groups consistent with federal and state law and the current Depository Bank Contract:

- A.** Depository bank;
- B.** Other state or national banks domiciled in Texas that are instructed by FDIC;
- C.** Government securities brokers and dealers who are licensed under the Texas Securities Act and reporting to the Market Reporters division of the Federal Reserve Bank of New York, also known as the "primary government securities dealers." *See attachment D: Certification of Council Action to Approve Eligible Investment Institutions.*

Depository Restrictions and Security of Funds

Other than for paying agent purposes, the City shall utilize as depositories only federally or state chartered banks or trust companies in the State of Texas in which deposits are fully insured by the FDIC, as approved by the City Council. Said depositories shall be subject to all restrictions set forth in City Bond Resolutions and in this policy for all types of investments.

At a public meeting held at a designated time, the City Council will review applications from one or more banks for deposit of City funds. Notice the Council Meeting at which applications are to be reviewed shall be published as required by law.

To the extent not covered by the FDIC, funds held at a bank or trust company shall be collateralized at all times. Investment securities pledged as collateral shall at all times be at least equivalent to 102% in aggregate market value, excluding accrue interest, of the amount of funds on deposit plus interest accrued and to accrue thereon, to the extent not covered by the FDIC or by other authorized collateral pursuant to the Public Funds Investment Act.

Qualifications for Approval of Broker/Dealers

In accordance with Public Funds Investment Act Sec. 2256.005(k), a written copy of this investment policy shall be presented to any person (other than the Federal Government and Bureau of Public Debt in the acquisition of securities under the State and Local Government Series ("SLGS") program) seeking to sell the City an authorized investment for any of the funds identified herein under "Investment

Strategies." The registered principal of the business organization seeking to sell an authorized investment shall execute a written instrument substantially to the effect that the registered principal has:

- A. Received and thoroughly reviewed the City's investment policy; and
- B. Acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising the City and the organization.

An Investment Officer may not buy any securities from a person who has not delivered to the City an instrument in substantially the form provided above according to Section 2256.005(I) of the Public Funds Investment Act.

City Council members, Financial Officers and Consultants will evaluate the institution of brokers/dealer's soundness to the extent the Council considers necessary prior to establishing any accounts with the broker/dealer or financial institution. Investigation may include a review of appropriate public documents, rating agency reports and call reports sent to the comptroller of the currency or other appropriate regulator.

Recommendations will be made to Council bi-annually to review and approve the updated list. An institution or broker/dealer must be approved in this manner and added to the approved list before any business can be transacted.

The City will conduct an ongoing review of publicly available financial records, reports, rating service information and any other data relevant to the financial soundness of the institution or broker/dealer with whom the City is doing business.

Standards of Operation

Bidding procedure: Investment of City funds may be made only after competitive bids are solicited from at least three qualified investment institutions defined herein and as provided by State Statute. The bids may be solicited orally. The City must attempt to solicit bids initially from qualified investment institutions defined herein located within the territorial limits of the City of Sweeny.

Documentation of Investments: All investment decisions shall be internally documented and approved before execution by any two Investment Officers. Any of these Officers may order investments orally, but shall follow up the investment order with a written confirmation to the financial institution or broker/dealer. Written investment instructions shall contain information relative to the name and account number of the fund from which the investment was placed disposition of interest to be earned, term, invested amount, rate of interest, yield, purchase date, and maturity date of the investment.

Delivery vs. Payment

All investments purchased by the City and held in safekeeping in a third party safekeeping institution shall be purchased "delivery versus payment." That is, the City shall authorized the release of its funds only after it has received notification from the safekeeping institution that purchased security has been received in the City's safekeeping account. This notification may be oral, but the safekeeping institution must follow up with original safekeeping receipt to the City within 24 hours.

The City must have confirmation from a third party safekeeping institution that adequate collateral has been pledged to the City before releasing funds for the investment. This confirmation may be oral, but must be confirmed in writing 24 hours with the original safekeeping receipt if additional pledging was required.

Audit Control

The City will have an annual financial audit of all funds by an independent auditing firm, which will include an annual compliance audit of management controls on investments and adherence to the City's established investment policies in accordance with the Government Code 2256.005(m).

Standard of Care

In accordance with Government Code 2256.006, investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following investment objectives, in order of priority: preservation and safety of principal; liquidity; and yield.

In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration.

- A. The investment of all funds, or funds under the City's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment; and
- B. Whether the investment decision was consistent with the written Investment Policy of the City.

The City Council, Investment Officers, and other Accounting Division personnel shall be personally indemnified in the event of investment loss, provided the Investment Policies of the City Council have been followed.

V. INVESTMENT REPORTING AND PERFORMANCE EVALUATION

Quarterly Report

In accordance with the government code 2256.023, not the less than quarterly, the Investment Officers shall prepare and submit to the Council a written report of investment transactions for all funds for the preceding reporting period within a reasonable time after the end of the period. The report must:

- A. Describe in detail the investment position of the City on the date of the report;
- B. Be prepared jointly by all Investment Officers;
- C. Be signed by each Investment Officer;
- D. Contain a summary statement of each pooled fund group that states the:
 - 1. Beginning market value for the reporting period
 - 2. Additions and changes to the market value during the period; and
 - 3. Ending market value for the period;
- E. State the book value and market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested;
- F. State the maturity date of each separately invested asset that has a maturity date;
- G. State the account of fund or pooled group fund for which each individual investment was acquired: and
- H. State the compliance of the investment portfolio as it relates to:
 - 1. The investment strategy expressed in the City's investment strategy document: and
 - 2. Relevant provisions of this policy.

Policy Previsions

This policy may only be amended by action of the City Council of the City of Sweeny. Investment Policy revisions may become necessary with changes in state law, City needs, the economy, and investment opportunities.

VI. INVESTMENT COLLATERAL AND SAFEKEEPING

Collateral or Insurance

City Investment Officers shall that all are funds are fully collateralized or insured consistent with federal and state law, including the Public Funds Collateral Act, and the Bank Depository Contract in one or more of the following manners:

- A. FDIC Coverage**
- B. Certificates of Deposit issued by state and national banks domiciled in State of Texas to the extent same are insured by the FDIC;**
- C. Direct obligations of the United States including only Treasury Bills, treasury Notes, and Treasury Bonds;**
- D. Obligations of State of Texas including Agencies, Countries, Cities, and other political subdivisions having been rated as to investment quality by a nationally recognized investment rating firm, and having received a rating of not less than "A" or its equivalent;**
- E. Other obligations of the United States or its agencies and instrumentalities, the principal of and interest on which are unconditionally guaranteed by the full faith and credit of the United States.**
- F. Personal bonds or surety bonds as contemplated under Local Government Code Chapter 105(b).**

Safekeeping

All purchased securities including Certificates of Deposit shall be held in safekeeping by the City, or City account in a third part non-affiliated financial institution, or with the Federal Reserve Bank. All pledged securities by the Depository Bank shall be held in safekeeping by the City or a City account in a third party non-affiliated financial institution, or with the Federal Reserve Bank.

Safekeeping receipts must be issued to the City in a timely manner and must provide the following information:

- A. Effective date of the safekeeping receipt;**
- B. Description of pledged security;**
- C. Amount pledged (par value);**
- D. Maturity date and rate of interest;**
- E. Coupon rate;**
- F. Nationally recognized investment firm rating**

Securities are to remain pledged to the City until written notification to release same is received by the safekeeping bank from the City. After Staff has obtained Council approval, written notification for the release or substitution of pledged security will be sent from one of the Investment Officers.

Securities owned by the City and collateral securities pledged to the City must be maintained in safekeeping at a third party institution which is not owned and controlled by, or affiliated with, the same bank or holding company from which the security is purchased or from which the collateral is pledged.

Attachment A: Certification of Council Action to Approve Investment Policy

At its regular meeting of December 19, 1995, the City Council approved the City of Sweeny Investment Policy. The Policy was written in accordance with recent revisions to Texas Government Code Chapter 2256.

The motion was made by Dan Ellis, seconded by Leo Finley, and was unanimously approved.

Mayor
City of Sweeny, Texas

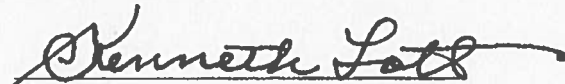
Attachment B: Certification of Council Action to Designate Authorized Investment Officers

At a regular meeting of **May 18, 2010**, the City Council approved the City of Sweeny Investment Policy. Page 2 of the policy designates the authorized Investment Officers

The employees presently serving in the positions designated as Investment Officers are as follows:

Cindy King, City Manager and **Reatta Minshew**, City Secretary.

The motion was made by **Ray Bailey**, seconded by **Dale Lemon**, and was unanimously approved.

A handwritten signature in black ink, reading "Kenneth Lott", with a long horizontal flourish extending to the right.

**Mayor
City of Sweeny**

Attachment C: Certification of Council Action to Approve Authorized Investment Pools

At its regular meeting of December 19, 1995, the City Council approved the following list of authorized Investment Pools:

- Texas Local Government Investment Pool (TexPool)

The motion was named by Dale Thames, seconded by Dan Ellis and was unanimously approved.

Mayor
City of Sweeny, Texas

Attachment D: Certification of Council Action to Approve Eligible Investment Institutions

At its regular meeting of December 19, 1995, the City Council approved the following list of authorized of eligible investment institutions:

Banking Institutions

- First State Bank

Government Securities Brokers/Dealers

The motion was made by Dale Thames, seconded by Dan Ellis, and was unanimously approved.

Mayor
City of Sweeny, Texas

NO. 101-11

A RESOLUTION AMENDING THE CITY OF SWEENY INVESTMENT POLICY

WHEREAS, the City of Sweeny, Texas, has adopted an investment policy pursuant to Chapter 2256 of the Texas Government Code, commonly known as the Public Funds Investment Act; and

WHEREAS, the City of Sweeny, Texas, desires to amend its investment policy to include credit unions in the definition of eligible investment institutions and to make additions to the list of approved eligible investment institutions;

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

The City of Sweeny hereby amends Section IV. Of said policy to add a subpart D. to Investment Institutions Defined, as follows:

"D. a credit union domiciled in the State of Texas which is insured by the NUCA."

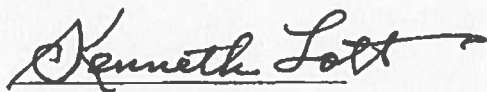
The City of Sweeny hereby amends Schedule D to approve the following eligible investment institutions:

Banking Institutions

- First State Bank of Louise
- Prosperity Bank
- Old Ocean Federal Credit Union
- Sweeny Teachers Federal Credit Union
- Texas Dow Credit Union

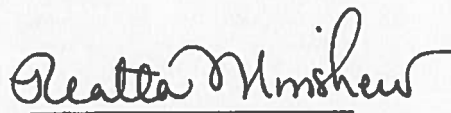
PASSED AND ADOPTED by the City Council of the City of Sweeny, Texas, this the 18 th day of January, 2011

Approved:



Kenneth Lott, Mayor

Attest:



Reatta Minshew, City Secretary



AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Meeting Date	7/15/2025	Agenda Items	
Approved by City Manager		Presenter(s)	Karla Wilson
Reviewed by City Attorney		Department	Finance Department
Subject	Discussion and possible action on engaging KM&L, LLC for professional financial audit services for the 2024-2025 fiscal year ending September 30, 2025.		
Council Strategic Goals	This meets the strategic goal of Government Sustainability by protecting the City's financial integrity and ensure government transparency.		
Attachments / Supporting documents	KM&L Engagement Letter dated June 18, 2025		
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	\$35,000 (50% General Fund/50% Enterprise Fund)	
	Account Number:	50-20-6820; 50-11-6820	
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

Attached is an engagement letter from KM&L Certified Public Accountants for professional auditing services of all City funds, required supplementary information as required by the Governmental Accounting Standards Board, and a single audit on federal awards for the year ended September 30, 2025, which covers Fiscal Year 2024 – 2025.

The formal approval of the engagement letter is a requirement for the audit to begin. Field work for this audit is expected to begin on approximately January 12, 2026 with reports to be issued no later than March 31, 2026.

Recommended Action

Staff recommends approval.



June 18, 2025

To the Honorable Mayor, Members of City Council and Management
City of Sweeny
Sweeny, Texas

We are pleased to confirm our understanding of the services we are to provide for the City of Sweeny (the "City") for the year ended September 30, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements, of the City as of and for the year ended September 30, 2025. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedules
- 3) Required Pension Schedules
- 4) Required OPEB Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- 1) Schedule of expenditures of federal awards
- 2) The Combining and Individual Nonmajor Fund Financial Statements

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information

Lake Jackson

8 W Way Ct.
Lake Jackson, TX 77566
979-297-4075

El Campo

201 W. Webb St.
El Campo, TX 77437
979-543-6836

Angleton

2801 N. Velasco, Suite C
Angleton, TX 77515
979-849-8297

Bay City

2245 Avenue G
Bay City, TX 77414
979-245-9236



www.kmandl.com

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Audit Scope and Objectives - Continued

referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that

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Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit - Continued

come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

- Improper revenue recognition
- Management override internal control

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or

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Audit Procedures—Internal Control - Continued

detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

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Responsibilities of Management for the Financial Statements and Single Audit - Continued

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on August 1, 2025.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written

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Responsibilities of Management for the Financial Statements and Single Audit - Continued

representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes and maintain the capital asset schedules of the City in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes and maintenance of capital asset schedules services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes and capital asset schedules, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and capital asset schedules and that you have reviewed and approved the financial

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Other Services - Continued

statements, the schedule of expenditures of federal awards, and related notes and capital asset schedules prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of KM&L, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to federal or state agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of KM&L, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the federal or state agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

Wade Whitlow, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately January 12, 2026 and to issue our reports no later than March 31, 2026.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) except that we agree that our gross fee, including expenses, will not exceed \$35,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be

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Engagement Administration, Fees, and Other - Continued

suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Honorable Mayor and Members of City Council of the City, which will also address other information in accordance with *AU-C 720, The Auditor's Responsibilities Relating to Other Information Included in Annual Reports*. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

KM&L, LLC

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RESPONSE:

This letter correctly sets forth the understanding of the City.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____



AGENDA MEMO

Business of the City Council

City of Sweeny, Texas

Meeting Date	07/15/2025	Agenda Items	
Approved by City Manager		Presenter(s)	Kaydi Smith
Reviewed by City Attorney	Yes	Department	Ordinances/ City Secretary
Subject	Discussion and possible action to Ord. 25-108, amending Section 51.02 of the City's Ordinances entitled Garbage.		
Attachments / Supporting documents	Ord.25-108		
Financial Information	Expenditure Required:	Codifications; approx. \$200.00	
	Amount Budgeted:		
	Account Number:	50-20-6717	
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

At the June Council meeting, motion was made to repeal the removal of containers from curbside within 24 hours following scheduled pickup and the citation requirements from §51.02.

Attorney Stevenson has prepared the amendment pursuant to the previous meeting. Ordinance 25-108 is attached.

CURRENT ORDINANCE: § 51.02 CONTAINERS.

It shall be unlawful for any person, firm or corporation owning, managing, operating, leasing or renting any premises or any place where kitchen garbage accumulates or any residence to fail to provide and place the garbage in a disposable container made of plastic, paper or other disposable material of sufficient strength so as to hold the contents without tearing or breaking and so as not to otherwise break or come apart under exposure to rain, windstorm, freezing temperatures or other adverse weather conditions. No garbage container shall exceed a gross weight of 50 pounds when filled. Trash, rubbish, leaves or grass clippings shall also be placed in the disposable containers. If non-disposable containers (metal, hard plastic or any other type of garbage cans) are used to place the disposable containers at curb side, such containers must be removed from curb side within 24 hours following scheduled garbage pickup. Any person, firm or corporation who violates this provision shall be issued a citation and subject the offender to the general penalties provided by this code of ordinances and shall also be subject to the confiscation of the non-disposable container or both such fine and confiscation.

(Ord. 261, passed 10-3-78; Am. Ord. 105-10, passed 6-15-10) [Penalty, see § 10.99](#)

Recommended Action

To approve Ordinance 25-108, amending Section 51.02 of the City's Ordinance, Garbage

ORDINANCE NO. 25-108

AN ORDINANCE OF THE CITY OF SWEENY, TEXAS, AMENDING CHAPTER 51 OF THE CODE OF ORDINANCES OF THE CITY OF SWEENY ENTITLED GARBAGE; AMENDING SECTION 51.02 ENTITLED CONTAINERS TO REQUIRE THE PLACEMENT OF GARBAGE IN AN APPROPRIATE CONTAINER; REMOVING THE REQUIREMENT THAT GARBAGE CONTAINERS BE REMOVED FROM CURBSISDE WITHIN 24 HOURS FOLLOWING SCHEDULED GARBAGE PICKUP; PROVIDING A SAVINGS CLAUSE: PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES TO THE EXTENT OF CONFLICT ONLY; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE AT THE DATE OF ITS PASSAGE.

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

Section 1:

Section 51.02 of the Code of Ordinances of the City of Sweeny, Texas, which provides for containers for garbage pickup is hereby amended as follows:

“Section 51.02 CONTAINERS

Each person in the city having garbage to be disposed of is required to place the same in a garbage container specified by the city pursuant to its Solid Waste Collection and Disposal Contract. All garbage shall at all times be stored in such a container. Each person in the city having garbage to be disposed of shall place the container by the curb side on the date specified by the city and remove it from curb side after it is collected. It is hereby declared to be unlawful for any person to place any garbage on the ground or in an open box or container or to store it in any receptacle other than a container meeting the requirements of the city as specified herein.”

Section 2:

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict only.

Section 3:

If any part of portion of this ordinance shall be determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair any remaining portions or provisions of this ordinance.

Section 4: This ordinance shall be effective from and after the date of its passage.

PASSED AND ADOPTED this _____ day of _____, 2025.

DUSTY HOPKINS, Mayor

ATTEST:

KAYDI SMITH, City Secretary



AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Meeting Date	07/15/2025	Agenda Items	
Approved by City Manager		Presenter(s)	Kaydi Smith
Reviewed by City Attorney	Yes	Department	Ordinances/ CS
Subject	Discussion and possible action to proposed ordinance to require exterior security cameras for apartment complexes.		
Attachments / Supporting documents	Proposed Ordinance; Section 150.04		
Financial Information	Expenditure Required:	Codification, Notices Approx.\$400.00	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

After the 06/17/2025 meeting, our City Attorney has drafted a proposed ordinance for Councils reviewal and comments, prior to adopting.

This ordinance would be to require exterior security cameras at apartment complexes in order to help deter crime and aid in law enforcement investigations. This ordinance would impose a penalty, therefore, the ordinance, if approved, would require publication within the local newspaper. Codification processes would follow upon final adoption.

Recommended Action

Council Discretion

ORDINANCE NO. XXXXXX
(PROPOSAL ONLY)

AN ORDINANCE OF THE CITY OF SWEENY, TEXAS, AMENDING CHAPTER 150 BY ADDING A NEW SECTION 150.04 TITLED EXTERIOR SECURITY CAMERAS; PROVIDING FOR INSPECTIONS; PROVIDING A PENALTY FOR EACH VIOLATION; PROVIDING FOR SEVERABILITY; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE AT THE DATE OF ITS PASSAGE.

WHEREAS, excessive levels of violence and criminal activity are detrimental to human health and welfare and result in impaired health, safety and welfare for residents of the City; and

WHEREAS, the City has seen the increased levels of violence and criminal activity especially around apartment complexes within the City; and

WHEREAS, the use of technology, including but not limited to video camera footage, is helpful to law enforcement in identifying and apprehending persons alleged to have committed violent crimes;

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

Section One (1):

The findings of fact contained in the preamble to this ordinance are determined to be true and correct and are hereby adopted as part of this ordinance.

Section Two (2):

Chapter 150 of the Code of Ordinances of the City of Sweeny is hereby amended by adding a new Section 150.04, which shall read as follows:

“CHAPTER 150. SECTION 150.04 EXTERIOR SECURITY CAMERAS

- (A) Apartment complexes, being any building or group of buildings, or portion thereof, which is designed, built, rented, leased, let or hired out to be occupied as greater than four (4) dwelling units or which is occupied as the home or residence of greater than four (4) families living independently from each other and maintaining separate cooking facilities shall, from and after the date of this ordinance, have a digital high resolution surveillance camera system sufficient to provide an overall view from the exterior of the building to the property line. The camera system must include all parking areas, gate entries and exit points, building doorways and exterior spaces.
- (B) Each camera location as required by this ordinance shall be confirmed by the inspection of the system by the Sweeny Police Department or the Sweeny Fire Marshal's office.

The number of cameras may be required to be increased, at any time, if it is determined by the Chief of Police, the Fire Marshal or their designee, that the coverage is insufficient as required by this ordinance.

- (C) Each camera system shall display the date and time of the recording for each camera. The camera system must be capable of providing a digital image with a minimum resolution of two megapixels, a minimum aspect ratio of 1920 horizontal pixels by 1080 vertical pixels and a minimum frame rate of 30 frames per second. The camera system shall have Wide Dynamic Range capabilities. The camera system shall be capable of exporting video footage in a non-proprietary MPEG-4 format.
- (D) Each camera system shall be maintained in proper working order at all times. Each camera system shall be operating at all times, including hours when the facility is not open for business.
- (E) The owner of any apartment complex defined in this ordinance shall within seventy-two (72) hours of a request, provide digital color video footage in connection with crime investigations to any State of Texas Law Enforcement Agency or Federal Law Enforcement Agency. Camera video data must be transferred to these organizations via a USB drive, Electronic Mail or digital file sharing transfer.
- (F) The owner or operator shall maintain a library of the recorded digital footage for not less than thirty (30) days.
- (G) A business subject to the requirements of this section shall have posted at all public exits and entrances, signs or decals indicating that surveillance cameras are in use.
- (H) Any person who shall willfully, intentionally or with criminal negligence violate any provision of this section shall be deemed guilty of a misdemeanor and shall be fined in an amount of not more than \$500.00. Each day of violation shall constitute a separate offense.”

Section 3:

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict only.

Section 4:

If any part of portion of this ordinance shall be determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair any remaining portions or provisions of this ordinance.

Section 5: This ordinance shall be effective from and after the date of its passage.

PASSED AND ADOPTED this ____ day of _____, 2025.

DUSTY HOPKINS, Mayor of the City of
Sweeny, Texas

ATTEST:

KAYDI SMITH, City Secretary



AGENDA MEMO

Business of the City Council
City of Sweeny, Texas

Meeting Date	07/15/2025	Agenda Items	
Approved by City Manager	Yes	Presenter(s)	Administration
Reviewed by City Attorney		Department	Council
Subject	Discussion and possible action to previously approved consent agenda report items.		
Attachments / Supporting documents			
Financial Information	Expenditure Required:	N/A	
	Amount Budgeted:	N/A	
	Account Number:		
	Additional Appropriation Required:		
	Additional Account Number:		

Executive Summary

At the 08/27/2024 meeting, it was approved for the following items to be added to the consent agenda.

Minutes, Financial Statements, Personnel Status/Vacancies, Critical Equipment Report, & Project Status Report

Additionally included has been a report and/or update on the Generators, Gas Compliance, and Sidewalks.

Does Council want to continue the requirement of these items on the consent agenda, as a weekly update is now given?

Recommended Action

Council Discretion