



**NOTICE OF SPECIAL MEETING  
SEALY CITY COUNCIL  
CITY COUNCIL CHAMBERS  
415 MAIN STREET  
SEALY, TX 77474  
MONDAY, JULY 7, 2025  
6:00 P.M.**

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Notice is hereby given of a Meeting of the City Council of Sealy to be held on the abovementioned date, time, and location for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

**A. Call to Order**

**B. Invocation and Pledges of Allegiance**

**C. Roll Call and Certification of a Quorum**

**D. Petition(s) and Public Comments**

*Individuals shall have three (3) minutes to speak.*

**E. Discussion and Possible Action to Approve the agenda order or reorder**

**F. Consent Agenda**

(In accordance with Sec. 2-35. (1) of the Code of Ordinances, "Routine matters thought to require little or no deliberation by city council may be placed on a consent agenda, which shall be treated as one agenda item." At any time prior to the call for a vote on the consent agenda, any council member may request that one or more items may be removed from the consent agenda and handled separately in the same manner as a regular agenda item.)

None

**G. Presentation(s) and Discussion regarding:**

**BSR Development**

**H. Business**

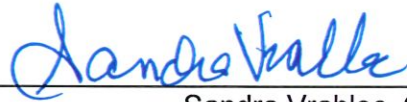
1. Discussion and Possible Action regarding an Ordinance for Disannexation from 4066 Twin Oaks, LLC, approximately 1.1657 acres at 3729 HWY 36, Sealy, Texas 77474, Austin County, Texas
2. Discussion and Possible Action regarding an Ordinance for Disannexation from Frankie Corte, approximately 107.63 acres located on Sens Road, Sealy, Texas 77474, Austin County, Texas.
3. Discussion and Possible Action regarding to Approve, Disapprove, Approve with Conditions, or Grant an Extension regarding Final Plat for Westward Point Section Four, being a 42.061 Acre Subdivision in the San Felipe de Austin Survey, Abstract 5, City of Sealy, Austin County, Texas.
4. Discussion and Possible Action regarding Accepting a Restricted Monetary Donation in the amount of \$25,000 to the Sealy Police Department, as designated by the donor for Police Department Use.

5. Discussion and Possible Action regarding Approval of Fiscal Year 2025-2026 Texas Health Benefits Renewal and Consideration of Addition of Employer-Paid Disability Insurance.
6. Discussion and Possible Action regarding Approving a Supplemental Agreement to the Multiple Use Agreement Allowing Installation of LPR Cameras within the Texas Department of Public Safety Right of Way.
- I. **EXECUTIVE SESSION: A closed meeting will be held concerning the following item(s):**
  - a) **Texas Government Code, Section 551.071, Consultation with Attorney:** A governmental body may conduct a private consultation with its attorney when the governmental body seeks the advice of its attorney about pending or contemplated litigation; or a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code.
    - **BSR Development Agreement**
  - b) **Section 551.072, DELIBERATIONS REGARDING REAL PROPERTY:** A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.
  - c) **Texas Government Code, Section 551.074, Personnel Matters:** To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.
    - **Chief of Police Position**
7. Reconvene into regular session and consider action, if any, on items discussed in Executive Session.
8. Discussion and Possible Action regarding Purchasing Property from TxDOT.
9. Discussion and Possible Action regarding BSR Development Agreement.
10. Discussion and Possible Action to concur with the City Manager's recommendation for Chief of Police.
11. Discussion and Possible Action regarding 2025-2026 Proposed Budget.
12. Reports, Announcements, or Requests from Councilmembers.

**J. Adjourn**

CERTIFICATION

*I, Sandra Vrabec, City Secretary of the City of Sealy, do hereby certify that the above notice of the City of Sealy, Texas, City Council, was posted in a place convenient to the general public in compliance with Chapter 551, of the Texas Government Code, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting as well as on required website(s).*



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Sandra Vrabec, City Secretary

# F. Consent Agenda

None

# G. Presentation(s) and Discussion regarding

# H. Business

Item #1



AGENDA ITEM NO: \_\_\_\_\_

SUBMITTED BY: Mike Barrow, Assistant City Manager

MEETING DATE: July 7, 2025

## STAFF REPORT

### DESCRIPTION

Discussion and Possible Action regarding Disannexation Petition from 4066 Twin Oaks LLC, approximately 1.1657 acres at 3729 SH 36, Sealy, Texas 77474, Austin County, Texas.

### ANALYSIS

A petition was received from landowner for the above parcel of land. Our water and sewer utilities are approximately 1.25 miles from this parcel of land with no near future plans to extend water and sewer infrastructure that distance.

### RECOMMENDATION

I recommend acceptance of the petition and approval of the disannexation.

### FINANCIAL IMPACTS

Sec. 43.148. of the Local Government Code –  
REFUND OF TAXES AND FEES.

- (a) If an area is disannexed, the municipality disannexing the area shall refund to the landowners of the area the amount of money collected by the municipality in property taxes and fees from those landowners during the period that the area was a part of the municipality less the amount of money that the municipality spent for the direct benefit of the area during that period.
- (b) A municipality shall proportionately refund the amount under Subsection (a) to the landowners according to a method to be developed by the municipality that identifies each landowner's approximate pro rata payment of the taxes and fees being refunded.
- (c) A municipality required to refund money under this section shall refund the money to current landowners in the area not later than the 180th day after the date the area is disannexed. Money that is not refunded within the period prescribed by this subsection accrues interest at the rate of:
  - (1) six percent each year after the 180th day and until the 210th day after the date the area is disannexed; and
  - (2) one percent each month after the 210th day after the date the area is disannexed.

## PETITION REQUESTING DISANNEXATION BY AREA LANDOWNER

To the mayor and city council of the city of Sealy Texas:

The undersigned 4066 Twin Oaks LLC hereby petitions the City council of the city of Sealy Texas, a home rule municipality (the "City") to remove and disannex from the corporate limits of the boundaries of the City the following tract of land owned by the undersigned.

A tract or parcel of land containing 1.1657 acres (50,780 Square feet) located at 3729 SH 36 Sealy, Texas 77474. Austin County, Texas, being more specifically described by metes and bounds of such territory and plat designating such territory, in the attached documents incorporated herein by reference for all purposes.

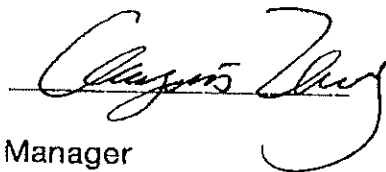
The Proposed Disannexation Tract is uninhabited, is not subject to residential use, and no qualified voters reside thereon. The requested disannexation is authorized pursuant Section 43.142 of the Texas Local Government Code. In support of this petition for consensual disannexation of the Proposed Disannexation Tract, the undersigned states as follows:

1. The purpose of the disannexation is to adjoin the proposed property to the adjacent property owned by 4066 Twin Oaks LLC. adjacent to the City for the Proposed Disannexation Tract. To make it one taxable entity.

4066 Twin Oaks LLC. certifies: that the Proposed Disannexation Tract is within the city of Sealy; that this petition is being filed for the purposes described above;

that this petition is not for failure to provide services by the City; and that this petition is signed and duly acknowledged by 4066 Twin Oaks LLC. , which is the sole party having a fee ownership interest in the Proposed Disannexation Tract.

Chengwei Zhang



4066 Twin Oaks LLC. Manager

Filed By:  
Botts Title Company  
25 N. Bell Street  
Bellville, Texas 77418

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

AU-25-019

## WARRANTY DEED

**Date:** Executed as of the date acknowledged, but Effective MARCH 20, 2025

**Grantor:** JANETH CRUZ, a single person

**Grantor's Mailing Address (including county):**

1806 Majestic Falls Ln, Richmond, Fort Bend County, Texas 77469

**Grantee:** 4066 TWIN OAKS LLC, a Texas limited liability company

**Grantee's Mailing Address (including County):**

4066 Twin Oaks Ln, Sealy, Austin County, Texas 77474

**Consideration:** TEN AND NO/100 DOLLARS and other good and valuable consideration.

**Property (including any improvements):**

All that certain 1.1657 acre tract or parcel of land, situated in the George Legg Survey, Abstract No. 257, Austin County, Texas, being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes pertinent.

Being the same property described in Deed dated June 7, 2022, executed by Mike O'Connell and wife, Elizabeth O'Connell and Juan Antonio Portillo and wife, Maria Granados to Janeth Cruz, recorded under Clerk's File No. 223446, Official Records of Austin County, Texas.

**Reservations From and Exceptions to Conveyance and Warranty:**

This conveyance is made by Grantor and accepted by Grantee subject to the following exception(s) from conveyance and warranty, but only to the extent the same are valid and subsisting and relate to the Property:

[A] Liens described as part of the Consideration and any other liens described in this Deed as being either assumed or subject to which title is taken; [B] All matters that would be revealed by a current survey of the Property, including, but not limited to, any visible and apparent easements and rights-of-way, whether of record or not, and any encroachments or protrusions or overlapping of improvements; [C] All presently recorded and validly existing instruments, including, but not limited to restrictions, reservations, covenants, conditions, easements and rights-of-way, oil and gas leases, mineral and/or water interests outstanding in parties other than Grantor, other than conveyances of or liens against the surface fee estate, that affect the Property; [D] Validly existing rights of adjoining owners in any walls and fences situated on a common boundary; and [E] Unpaid taxes, if any, for the current tax year, which Grantee assumes and agrees to pay.

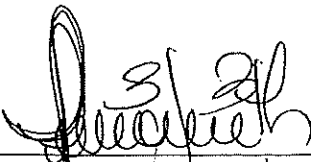
This conveyance is made by Grantor and accepted by Grantee subject to the following reservation(s) from conveyance and warranty:

NONE

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

Current ad valorem taxes on the Property having been prorated, the payment thereof is assumed by Grantee.


When the context requires, singular nouns and pronouns include the plural.

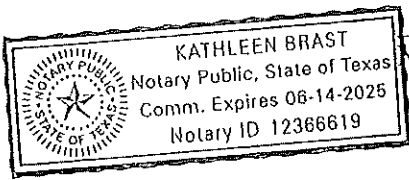
  
\_\_\_\_\_  
JANETH CRUZ

**ACKNOWLEDGMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF AUSTIN    §

This instrument was acknowledged before me on the 20 day of March, 2025, by JANETH CRUZ.

  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS



STATE OF TEXAS

§  
§  
§  
§  
§

COUNTY OF AUSTIN

A TRACT OR PARCEL OF LAND CONTAINING 1.1657 ACRES, (50,780 SQUARE FEET), SITUATED IN THE GEORGE LEGG SURVEY, ABSTRACT NO. 257, AUSTIN COUNTY, TEXAS, SAID 1.1657 ACRE TRACT OF LAND BEING THAT CERTAIN CALLED 1.259 ACRE TRACT OF LAND AS CONVEYED TO MIKE O'CONNELL AND JUAN ANTONIO PORTILLO BY INSTRUMENT RECORDED IN DOCUMENT NO. 113549 OF THE OFFICIAL PUBLIC RECORDS OF AUSTIN COUNTY, TEXAS, SAVE AND EXCEPT THAT CERTAIN CALLED 0.111 ACRE TRACT OF LAND AS CONVEYED TO THE COUNTY OF AUSTIN BY INSTRUMENT RECORDED IN DOCUMENT NO. 071783 OF THE OFFICIAL PUBLIC RECORDS OF AUSTIN COUNTY, TEXAS, SAID 1.1657 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARING BASIS: DOCUMENT NO. 113549 OF THE OFFICIAL PUBLIC RECORDS OF AUSTIN COUNTY, TEXAS).

BEGINNING at a capped, (Precision Surveyors), iron rod set on the southwesterly right-of-way line of Highway 36, for the northwest corner of that certain called 0.384 acre tract of land as conveyed to the County of Austin by instrument recorded in Document No. 073622 of the Official Public Records of Austin County, Texas, same being the northeast corner of the remainder of that certain called 70.00 acre tract of land as conveyed to Frankie C. Cortz by instrument recorded in Document No. 865968 of the Official Public Records of Austin County, Texas, same being the southwest corner of said 0.111 Acre Tract, same being the southeast corner and the POINT OF BEGINNING of the herein described tract;

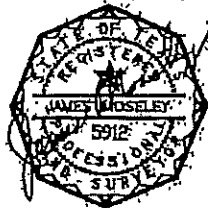
Thence, S 43°59'03" W, along the common line of the remainder of said 70.00 Acre Tract, a distance of 278.25 feet to a point for a corner of the remainder of said 70.00 Acre Tract, same being the southwest corner of the herein described tract, from which a fence corner post found for reference bears, S 49°08'56" W, a distance of 0.94 feet;

Thence, N 10°45'43" W, (Call N 09°35'01" W), along the common line of the remainder of said 70.00 Acre Tract, a distance of 225.07 feet, (Call 226.36 feet), to a point for a corner of the remainder of that certain called 27.78 acre tract of land as conveyed to the William F. Martin, Jr. and Wife, Michelle Martin by instrument recorded in Document No. 037715 of the Official Public Records of Austin County, Texas, same being a corner of the remainder of said 70.00 Acre Tract, same being the northwest corner of the herein described tract, from which a fence corner post found for reference bears, S 65°10'44" E, a distance of 0.73 feet;

Thence, N 44°02'29" E, along the common line of the remainder of said 27.78 Acre Tract, a distance of 274.88 feet to a point on the southwesterly right-of-way line of Highway 36, on the arc of a curve to the right, for the southwest corner of that certain called 0.039 acre tract of land as conveyed to the County of Austin by instrument recorded in Document No. 071682 of the Official Public Records of Austin County, Texas, same being the southeast corner of the remainder of said 27.78 Acre Tract, same being the northwest corner of said 0.111 Acre Tract, same being the northeast corner of the herein described tract, from which a capped iron rod found for reference bears, N 00°04'30" W, a distance of 0.63 feet;

Thence, Southeasterly, along the southwesterly right-of-way line of Highway 36, same being the common line of said 0.111 Acre Tract, with the arc of said curve to the right, having an included angle of 00°15'17", a radius of 10,675.00 feet, a chord that bears, S 11°05'09" E, a chord distance of 47.45 feet, for an arc distance of 47.45 feet to the point of tangency of said curve to the right;

Thence, S 11°31'22" E, along the southwesterly right-of-way line of Highway 36, same being the common line of said 0.111 Acre Tract, a distance of 175.46 feet to the POINT OF BEGINNING and containing 1.1657 acres or 50,780 square feet of land, more or less.



See Drawing Attached

James E. Moseley  
Registered Professional Land Surveyor,  
No. 5912  
Job No. 22-03627  
June 1, 2022  
Revised: June 6, 2022 (Typo Acreage)

**EXHIBIT A**

## FILED AND RECORDED

**Instrument Number:** 251328

**Instrument Type:** DEED

**Filing and Recording Date:** 03/20/2025 4:20 PM

**Number of Pages:** 5

**GRANTOR** CRUZ, JANETH

**GRANTEE** 4066 TWIN OAKS LLC

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Austin County, Texas.



*Diane Day*

\_\_\_\_\_  
Diane Day, County Clerk  
Austin County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the Clerk.

**DO NOT DESTROY - Warning, this document is part of the Official Public Record.**

**GENERAL WARRANTY DEED**

**NOTICE OF CONFIDENTIALITY RIGHTS. IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

THE STATE OF TEXAS                    §  
  §     KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF AUSTIN                   §

THAT THE UNDERSIGNED, **CHENGWEI ZHANG AND JESSENIA E. GONZALEZ, A MARRIED COUPLE**, hereinafter referred to as "Grantor," whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration in hand paid by the Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto **4066 TWIN OAKS, LLC**, herein referred to as "Grantee," whether one or more, the real property described as follows:

**27.78 ACRES OF LAND, MORE OR LESS, OUT OF THE C.C. ALLEN SURVEY, ABSTRACT 362, AUSTIN COUNTY, TEXAS, AND BEING THE RESIDUAL OF THAT CERTAIN TRACT CONVEYED TO V. CYNTHIA HOLLIS AS RECORDED IN FILE NO. 003413, OFFICIAL RECORDS OF AUSTIN COUNTY, TEXAS; LESS HOWEVER: 0.039 OF AN ACRE OF LAND, MORE OR LESS, AS DESCRIBED IN DEED DATED JANUARY 23, 2007, FILED MARCH 26, 2007, RECORDED IN FILE NO. 071682, OFFICIAL RECORDS OF AUSTIN COUNTY, TEXAS; SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.**

This conveyance, however, is made and accepted subject to any and all validly existing encumbrances, conditions and restrictions, relating to the hereinabove described property as now reflected by the records of the County Clerk of AUSTIN County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all the rights and appurtenances lawfully accompanying it, by the Grantee, Grantee's heirs, executors, administrators, successors and/or assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors and/or assigns to WARRANT AND FOREVER DEFEND all the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof.

Current ad valorem taxes on said property having been prorated, the payment thereof is assumed by Grantee.

EXECUTED this 16 day of April, 2025.

Chengwei Zhang  
CHENGWEI ZHANG

Jessenia E. Gonzalez  
JESSENIA E. GONZALEZ

Grantee's Address:

**4066 TWIN OAKS LN  
SEALY, TEXAS 77474**

THE STATE OF TEXAS                   §  
   §  
COUNTY OF Austin                   §

The foregoing instrument was acknowledged before me on the 16 day of April, 2025, by **CHENGWEI ZHANG AND JESSENIA E. GONZALEZ, A MARRIED COUPLE.**



Sarah Wheat  
NOTARY PUBLIC, STATE OF TEXAS  
Sarah Wheat  
PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:  
12/2/2025

AFTER RECORDING, RETURN TO:

STATE OF TEXAS  
COUNTY OF AUSTIN

Land Description

BEING 27.78 acres of land, a part of the C.C. Allen Survey, Abstract 382 of Austin County, Texas, and being the residual of that certain tract conveyed to V. Cynthia Hollis as recorded in File No. 001813 of the Official Records of Austin County, Texas, and being more particularly described as follows;

BEGINNING at a 1/2" iron rod set in the Southwest line of Texas Highway 36 for the East corner of the parent tract, the North corner of a James Schroeder tract (volume 529, page 797) and the East corner hereof;

THENCE with the Northwest line of the Schroeder tract South 44 deg. 14 min. 59 sec. West 102.45 feet to a 1/2" iron rod found and accepted for the West corner of the Schroeder tract, the North corner of a Blanche Benson tract (volume 343, page 156) and for an angle point hereof;

THENCE with the Northwest line of the Benson tract as follows South 44 52 59 West 1196.77 feet to a 1/3" iron rod set; North 55 04 18 West 12.91 feet to a 5/8" iron rod found and South 45 10 33 West 680.30 feet to a 1/2" iron rod set for the East corner of a Frankie Corte tract (volume 343, page 164) and for the South corner hereof;

THENCE with the Northeast line of the Corte tract North 48 deg. 12 min. 23 sec. West 486.61 feet to a 1/3" iron rod set for the South corner of a Vernell Kutra tract (File No. 992219) and for the West corner hereof;

THENCE with the line of the above mentioned Vernell Kutra tract and the line of another Vernell Kutra tract (File No. 994927) as follows;

North 20 35 22 East 623.11 feet to a 1/3" iron rod set;  
North 76 41 36 East 279.81 feet to a 1/2" iron rod found;  
North 46 44 33 East 565.46 feet to a 1/2" iron rod found;  
North 43 24 20 East 45.70 feet to a 1/2" iron rod found;  
North 49 49 43 East 772.46 feet to a 1/2" iron rod found;  
South 71 19 34 East 23.33 feet to a 1/3" iron rod set;  
South 12 03 07 East 290.41 feet to a 1/3" iron rod set;  
South 48 08 37 East 83.82 feet to a 1/2" iron rod found;  
North 59 58 04 East 207.80 feet to a 1/2" iron rod set and  
North 73 24 02 East 48.75 feet to a 1/2" iron rod set in the Southwest line of Texas Highway 36 and the East corner of the Vernell Kutra tract and the Northeast corner hereof;

THENCE with the Southeast line of Texas Highway 36 South 10 deg. 31 min. 35 sec. East 68.32 feet to the PLACE OF BEGINNING, containing 27.78 acres of land.

Reference is hereby made to a survey plat, attached hereto and made a part hereof.

I hereby certify that this land description represents the facts as found during an on the ground survey made under my direct supervision on February 8, 2001 and that it substantially conforms to the current standards and specifications for a Category 1A, Condition IV survey.

*Rocky Van Kester*

Rocky Van Kester  
Registered Professional Land Surveyor  
Number 4702



EXHIBIT "A"

County: Austin  
 Highway: SH 38  
 ROW CB#: 0187-03-058

**LESS TRACT:**

Being 0.039 of an acre of land, more or less, situated in the C. C. Allen Survey (Abstract No. 382) in Austin County, Texas and being out of and a part of that 27.78 acre tract described in a Warranty Deed from Wayne King, et ux to William F. Martin, Jr., et ux, dated November 18, 2003, recorded in File No. 037716 of the Austin County Official Records. All deed references herein are to said Austin County Official Records unless otherwise noted. Metes and bounds description of said 0.039 of an acre parcel is as follows:

COMMENCING at a 1/4" steel rod found for a northeasterly corner of said Martin 27.78 acre tract, same being an easterly corner of the Raymond C. Tomlinson, et ux 8.478 acre tract (File No. 016938), thence as follows:

North 70 deg. 13 min. 49 sec. East (called North 73 deg. 24 min. 09 sec. East) along a line common to said Tomlinson 8.478 acre tract and said Martin 27.78 acre tract, a distance of 24.88 feet to a 6/8" steel rod with TxDOT aluminum cap set in the proposed westerly right-of-way line of SH 38, same being the northwest corner of said 0.039 of an acre parcel and 94.78 feet left of Engineer's SH 38 Centerline Station 125 + 30.87, same also having State Plane Coordinates of  $x = 2,668,929.88$  and  $y = 13,880,334.74$  and being the POINT OF BEGINNING;

- 1) THENCE North 70 deg. 13 min. 49 sec. East continuing along said line common to Tomlinson 8.478 acre tract and Martin 27.78 acre tract, a distance of 23.18 feet to a point for an easterly northeast corner of said Martin 27.78 acre tract, said point being a second easterly corner of said Tomlinson 8.478 acre tract and the North corner of said 0.039 of an acre parcel, said point also being in the existing westerly right-of-way line of SH 38;
- 2) THENCE South 13 deg. 51 min. 08 sec. East along said existing westerly right-of-way line of SH 38 and along the East line of said Martin 27.78 acre tract, a distance of 89.69 feet to a point for a second easterly northeast corner of said Martin 27.78 acre tract, said point also being the northeast corner of the Charles LaBarré 1.258 acre tract (File No. 013888) and the southeast corner of said 0.039 of an acre parcel;

## FILED AND RECORDED

**Instrument Number:** 251851

**Instrument Type:** DEED

**Filing and Recording Date:** 04/17/2025 9:25 AM

**Number of Pages:** 5

**GRANTOR** ZHANG, CHENGWEI

**GRANTEE** 4066 TWIN OAKS LLC

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Austin County, Texas.



*Diane Day*

\_\_\_\_\_  
Diane Day, County Clerk  
Austin County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the Clerk.

**DO NOT DESTROY - Warning, this document is part of the Official Public Record.**

Item #2



AGENDA ITEM NO: \_\_\_\_\_

SUBMITTED BY: Mike Barrow, Assistant City Manager

MEETING DATE: July 7, 2025

## STAFF REPORT

### DESCRIPTION

Discussion and Possible Action regarding Disannexation Petition from Frankie Charles Corte, approximately 41.5 acres at 886 Sens Road, Sealy, Texas 77474, Austin County, Texas and Frankie Charles Corte, approximately 69.616 acres at 890 Send Road, Sealy, Texas 77474, Austin County, Texas.

### ANALYSIS

A petition was received from landowner for the above parcels of land. Our water and sewer utilities are approximately 0.35 miles from the southernmost parcel of land with no near future plans to extend water and sewer infrastructure to this location. Our water and sewer utilities are approximately 1.1 miles from the northernmost parcel of land with no near future plans to extend water and sewer infrastructure that distance.

### RECOMMENDATION

I recommend acceptance of the petition and approval of the disannexation.

### FINANCIAL IMPACTS

Sec. 43.148. of the Local Government Code –  
REFUND OF TAXES AND FEES.

- (a) If an area is disannexed, the municipality disannexing the area shall refund to the landowners of the area the amount of money collected by the municipality in property taxes and fees from those landowners during the period that the area was a part of the municipality less the amount of money that the municipality spent for the direct benefit of the area during that period.
- (b) A municipality shall proportionately refund the amount under Subsection (a) to the landowners according to a method to be developed by the municipality that identifies each landowner's approximate pro rata payment of the taxes and fees being refunded.
- (c) A municipality required to refund money under this section shall refund the money to current landowners in the area not later than the 180th day after the date the area is disannexed. Money that is not refunded within the period prescribed by this subsection accrues interest at the rate of:
  - (1) six percent each year after the 180th day and until the 210th day after the date the area is disannexed; and
  - (2) one percent each month after the 210th day after the date the area is disannexed.

**Frankie C. Corte**  
Email: dogwood807@yahoo.com

807 Dogwood St  
Katy, Texas 77493

May 13, 2025

City Secretary  
City of Sealy  
415 Main Street  
Sealy, TX 77474

Subject: Formal Request for De-Annexation of Property containing approximately 107.63 acres of land located on Sens Road in Sealy, Texas

Dear City Secretary and Honorable Members of the Sealy City Council,

I am the owner of an approximate 192+ acre tract and I am writing to formally request that the City of Sealy initiate the process for de-annexation of a portion of my property, containing approximately 107.63 acres, located off SH 36, which currently lies within the corporate limits of the city. The entire 192+ acre tract is under contract to sell in the near future. (Please see the highlighted City ETJ map attached)

My request is made pursuant to Texas Local Government Code § 43.141, which provides for the disannexation of property that does not receive full municipal services. The City has confirmed that it is unable to provide water and sanitary sewer services to my property; therefor eliminating my ability to sell all of my land.

In light of this, I respectfully request that the city review this petition and place it on the agenda for the first available City Council meeting. I am happy to provide any other material that the City may need to support this request.

I appreciate your attention to this matter and look forward to working collaboratively toward a conclusion. Please acknowledge receipt of this letter and advise me in writing on the next steps in this process.

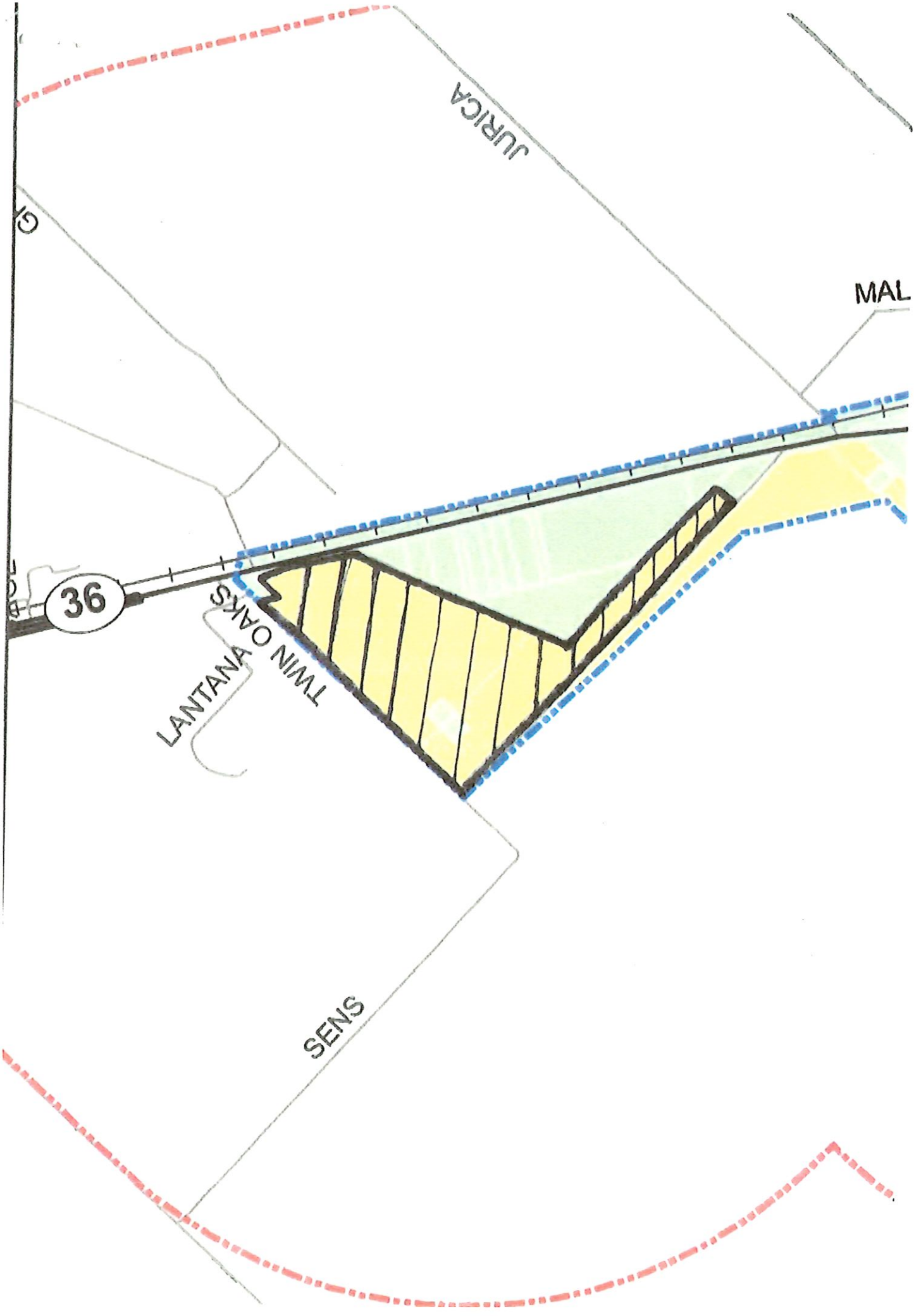
Sincerely,



Mr. Frankie Corte  
Owner

> RECEIVED <

MAY 20 2025



JURICA

MAL

36

TWIN OAKS

LANTANA

SENS

ORDINANCE NO. 2013-04

AN ORDINANCE OF THE CITY OF SEALY, TEXAS, EXTENDING THE NORTH CITY LIMITS OF SAID CITY TO INCLUDE ALL OF THE TERRITORY WITHIN CERTAIN LIMITS AND BOUNDARIES AND ANNEXING TO THE CITY OF SEALY ALL OF THE TERRITORY WITHIN SUCH LIMITS AND BOUNDARIES; APPROVING A SERVICE PLAN FOR ALL OF THE AREA WITHIN SUCH LIMITS AND BOUNDARIES; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING A SAVING AND SEVERABILITY CLAUSE.

\* \* \* \* \*

WHEREAS, Chapter 43 of the Texas Local Government Code authorizes the annexation of territory by a home-rule municipality, subject to the laws of this state; and

WHEREAS, section 2.02 of The City Charter of the City of Sealy states that the City Council may provide by ordinance for the annexation of additional territory lying adjacent to the city; and

WHEREAS, the annexation procedures prescribed by the Texas Local Government Code and City Charter, and the laws of this state have been duly followed with respect to the territory described in Exhibit A, attached hereto and incorporated herein;

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

Section 1. The boundaries and limits of the City of Sealy, Texas, are hereby extended to embrace and include all territory described in Exhibit "A" attached hereto and made a part hereof and such territory is hereby annexed to and made a part of the City. The inhabitants thereof shall be hereafter entitled to all the rights and privileges of other citizens of the City of Sealy and they shall be bound by the acts, ordinances, resolutions and regulations of the City.

Section 2. The plan for extension of municipal services into the territory annexed to the City of Sealy by the provisions of this Ordinance is set forth in the "Municipal Service Plan" attached hereto as Exhibit "B" and made a part hereof for all purposes. Such Municipal Service Plan is hereby approved.


Section 3. The City Secretary is hereby directed to file with the County Clerk of the Austin County, Texas, a certified copy of this ordinance. The City Attorney is hereby authorized and directed to obtain preclearance from the Department of Justice, Voting Rights Section, for this annexation.

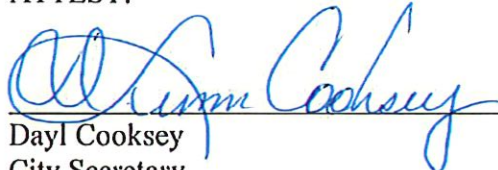
Section 4. If any section or part of this Ordinance be held unconstitutional, illegal, or invalid, or the application thereof ineffective or inapplicable as to any territory, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no wise affect, impair, or invalidate the remaining portion or portions thereof, but as to such remaining portion or portions, the same shall be and remain in full force and effect; and should this Ordinance for any reason be ineffective as to any part of the territory hereby annexed to the City of Sealy, such ineffectiveness of this Ordinance as to any such part or parts of any such territory shall not affect the effectiveness of this Ordinance as to all of the remainder of such territory or area, and the City Council hereby declares it to be its purpose to annex to the City of Sealy every part of the territory described in Section 1 of this Ordinance, regardless of whether any other part of such described territory is hereby effectively annexed to the City. Provided, further, that if there is included in the general description of territory set out in Section 1 of this Ordinance to be hereby annexed to the City of Sealy any territory which is already a part of and included within the general limits of the City of Sealy, or which is presently part of and included in the limits or extraterritorial jurisdiction of any other city, town, or village, or which is not within the City of Sealy's jurisdiction to annex, the same is hereby excluded and excepted from the territory to be annexed hereby as fully as is such excluded and excepted territory were especially and specifically described herein.

PASSED AND APPROVED on first reading this 26<sup>th</sup> day of February 2013.

PASSED, APPROVED, AND ADOPTED on second and final reading this 9<sup>th</sup> day of April 2013.



  
\_\_\_\_\_  
Nick Tirey  
Mayor

ATTEST:  
  
\_\_\_\_\_  
Dayl Cooksey  
City Secretary



2013 ANNEXATION TRACT – NORTH

EXHIBIT "A"

STATE OF TEXAS     )  
COUNTY OF AUSTIN )

ALL THAT CERTAIN tract or parcel of land lying and being situated in the Stephen F. Austin Survey, Abstract 6 and the George Leggs Survey, Abstract 257, Austin County, Texas, being a proposed annexation to the City of Sealy, Texas. Said tract being more particularly described by metes and bounds as follows:

BEGINNING at a point for a northeast corner of the existing city limit boundary of the City of Sealy as described Ordinance No. 2011-12, being 50 feet east of the centerline of the G.C.& S.F. railroad;

THENCE in a northwesterly direction with the northeast line of the existing city limit boundary of the City of Sealy as described Ordinance No. 2011-12, crossing said G.C.& S.F. railroad and the State Highway 36 right of way to a point for the intersection of the west right of way line of State Highway 36 and the southwest margin of Sens Road;

THENCE in a northwesterly direction with the northeast line of the existing city limit boundary of the City of Sealy as described Ordinance No. 2011-12 and the southwest margin of Sens Road to the north corner of the existing city limit boundary of the City of Sealy as described Ordinance No. 2011-12;

THENCE in a northeasterly direction, perpendicular to the right of way of Sens Road to a point in the northeast margin of Sens Road;

THENCE in a northwesterly direction with the northeast margin of Sens Road to a point in the southeast line of a tract said to contain 56.10 acres, called "Tract 2", conveyed to Franke C. Corte by deed recorded in Volume 343, Page 164, et seq., Deed Records of Austin County;

THENCE in a northeasterly direction with the southeast line of said Corte tract to east corner thereof and being the south corner of a tract said to contain 27.78 acres conveyed to William F. Martin, Jr., et ux by deed recorded in File # 037715, Official Public Records of Austin County;

THENCE in a northeasterly direction with the southeast line of said Martin tract to the intersection of same with the existing one mile ETJ limit of the City of Sealy;

THENCE in an easterly direction with the existing one mile ETJ limit of the City of Sealy to the intersection of same with the east right of way of the G.C.& S.F. railroad;

THENCE in a southerly direction with the east right of way of the G.C.& S.F. railroad to the Point of Beginning.

Notes:

S:\Annexation\2013\pubicnoticeannex\2013 annex NORTH Hwy 36 North legal desc.doc

1. This description is accompanied by a plat of even date herewith.

2. This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Robert C. Schmidt, TX RPLS No. 4705

PLAT SHOWING CITY OF SEALY  
PROPOSED ANNEXATION  
NORTH  
AUSTIN COUNTY, TEXAS

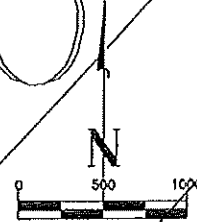
WM. F. MARTIN, JR, ET UX.  
27.78 ACS.  
FILE #037715 OPRAC

EX. SEALY 1  
MILE E.T.J.

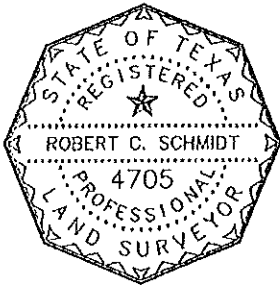
FRANK C. CORTE  
TRACT 2 - 56.10 ACS.  
VOL. 343/164 DRAC

This plat is accompanied by a  
description of even date herewith.

This document was prepared under  
22 TAC §663.21, does not reflect  
the results of an on the ground  
survey, and is not to be used to  
convey or establish interests in real  
property except those rights and  
interests implied or established by  
the creation or reconfiguration of  
the boundary of the political  
subdivision for which it was  
prepared.



PROPOSED ANNEXATION  
TRACT - NORTH



EXISTING  
CITY LIMITS

ORDINANCE NO. 2011-12  
301.1 ACRES

AREA(S) WITHIN  
CITY LIMITS (TYP.)

*Robert C. Schmidt*  
Robert C. Schmidt, RPLS  
Texas Registered Professional  
Land Surveyor No. 4705

December 13, 2012



O'Malley Engineers  
TBPE No. F-3244  
203 S. Jackson  
Brenham, Texas 77833  
(979) 836-7937  
Fax (979) 836-7936

CITY OF SEALY  
2012 ETJ ANNEXATION

Scale: SEE BARSCALE	
Project Number: 161.070 MG	
Drawn By: JKW	Date: 12-13-12
Revised:	
Sheet Number:	1 ....Of.... 3

**CITY OF SEALY**  
**MUNICIPAL SERVICE PLAN**  
**2013 Annexation North (223 Acres)**  
**Exhibit "B"**

**I. INTRODUCTION**

This Municipal Service Plan ("Plan") is made by the City of Sealy, Texas ("City") pursuant to Section 43.056 of the Texas Local Government Code. This Plan is related to the proposed 2013 annexation by the City of a tract of land ("North") comprised of 223 acres located in a map showing the location of the Tract and field notes for description and are attached to the Plan and to the annexation ordinance of which this Plan is a part. The Tract is adjacent to the present city limit lines.

**II. SERVICE PROGRAMS**

**In General.** This Plan includes one (1) service program and the Operations and Maintenance Program, described below.

**Scope and Quality of Services.** Services under this Plan shall equal or exceed the number of services and the level of services in existence in the Tract immediately preceding annexation or which are otherwise available in other areas of the City with land uses and population densities similar to those reasonably contemplated or projected in the Tract. However, it is not the intent of this Plan to require that a uniform level of services be provided to all areas of the City (including 2013 Annexation North) where differing characteristics of topography, land utilization and population density are considered as a sufficient basis for providing differing service levels. It is not the intent of this Plan to require a landowner in the tract to fund any capital improvements that may be necessary to provide services in a manner inconsistent with the requirements of V.T.C.A., Local Government Code Section 395.001 et seq.

**III. OPERATIONS AND MAINTENANCE PROGRAMS**

The City will provide the statutory service required by Chapter 43 of the Texas Local Government Code as amended, in effect upon the effective date of the annexation, within sixty (60) days of the effective date of this Plan except as otherwise noted. All other City services will be provided to the same extent they are provided to similar territories elsewhere in the City. These services are as follows:

- (a) **Police Protection.** The Police Department will provide regular and routine patrols to the Tract as a part of its overall patrol activities. The department will respond to any calls for assistance to the Tract upon annexation.

- (b) Animal Control. The Animal Control Department and Police Department will provide animal control services to the Tract.
- (c) Fire Service. Austin County Fire District #2 will provide fire service.
- (d) Fire Prevention. Fire prevention activities will be provided by the Fire Marshal's office in the form of subdivision and building plan review, and fire inspection of all structures in the Tract.
- (e) Building Inspection-Code Enforcement Service. Building inspection activities will be available upon annexation. The Building Inspection Department will provide consultation with project developers for building code requirements, plan review for structures in the Tract, and on-site inspection service for new construction.
- (f) Environmental Health and Health Code Enforcement Service. Enforcement of the City's environmental health ordinance and regulations, including but not limited to food handler's ordinances, shall be provided within this Tract on the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the Health Division of the Building Inspection Department. Complaints of ordinance or regulation violations within this Tract will be answered and investigated by the Health Division beginning with the effective date of the annexation ordinance. All inspection services furnished, but not stated above will be provided to this Tract beginning on the effective date of the annexation ordinance.
- (g) Planning and Engineering. The planning jurisdiction of the City will extend to this Tract on the effective date of the annexation. All services provided by the Public Works Department will be extended to the Tract upon annexation. The Public Works Department, Engineering Division will provide plan review for all street design and construction to ensure compliance with City street specifications.
- (h) Maintenance of Parks and Recreation. The Tract has no existing parks and recreational facilities. Parks and Recreation Department services will be provided to any Tract residents from all of the City's parks, playgrounds, and other City recreation facilities. No new facilities are needed at this time.
- (i) Street and Drainage Maintenance. The City will assume street and drainage maintenance responsibilities as the area develops in accordance with standard City policy.
- (j) Maintenance of Street Lighting. The City will provide street lighting to the Tract in accordance with standard City policy as the Tract develops.

- (k) Sanitation - Solid Waste Collection and Disposal. Solid waste collection will be made available to the Tract being considered for annexation within thirty (30) days following annexation. Service will be provided in accordance with the rates and conditions provided by City ordinances.
- (l) Maintenance of Water and Wastewater Service. The Tract has water and wastewater service available through private wells and private wastewater treatment of septic systems, the maintenance and repair of which will be the responsibility of the owners. Where existing City water and sewer services are available the City will provide owners with date of required connection to City services.

#### IV. EXISTING AND FUTURE CAPITAL IMPROVEMENTS IN THE CITY WILL BE USED TO SERVE THE TRACT

The City will initiate the construction or acquisition of capital improvements necessary for providing municipal services in compliance with Chapter 43 of the Texas Local Government Code, as amended, in effect upon the effective date of the annexation. Those improvements, which are necessary, are as follows:

- (a) Police Protection. Using existing capital improvements, the City can provide police protection for the Area. The Police Department is currently located at 1320 Rexville Road. Additional capital improvements are not necessary at this time to provide police protection to the Area.
- (b) Sanitation - Solid Waste Collection and Disposal. No capital improvements are necessary at this time to provide solid waste collection services within the Tract, as described in the Operations and Maintenance Program.
- (c) Water and Wastewater Services. City water and wastewater service and capacity will be available for the land being annexed as the area develops. Because the Area is not fully occupied, capital improvements are not planned at this time to provide water and wastewater service to the full Area. However, the Area will be included with other territory concerning planning for new, revised or expanded water and wastewater facilities. A summary of the City's policies concerning the extension of water and wastewater services is attached to and made a part of this plan.
- (d) Streets and Drainage (including lighting). In general, the City will acquire dominion, control and jurisdiction in, over and under drainage ways within the Area upon annexation, pursuant to the Texas Local Government Code and similar provisions and subject to the jurisdiction of other governmental entities. Roads, streets or related facilities are not necessary at this time to serve the Area since the Area is undeveloped land. Future extensions of roads or streets and future installation of related facilities such as traffic

control devices or streetlights will be provided in accordance with standard City policies and procedures. The Area will be included with other territory concerning planning for new, revised, widened or enlarged roads, streets or related facilities.

- (e) Parks and Recreation. Using existing capital improvements the city can provide these services. Additional capital improvements are not necessary at this time to provide such services to the Tract. However, the Area will be included with other territory concerning the master planning for new parks or improved facilities at existing parks and playgrounds.
- (f) Other Publicly Owned Facilities, Buildings or Services: Additional Services. In general, other City functions and services and the additional services described above, can be provided for the Area by using existing capital improvements. Additional capital improvements at this time are not necessary to provide additional services. However, the Area will be included with other territory concerning planning for new, revised or expanded facilities, functions and services, including the additional services described above.

## SUMMARY OF EXTENSION POLICY FOR WATER AND WASTEWATER SERVICE

The following information is a summary of the City of Sealy's ("City") policies respecting water and wastewater service extensions. It is made in compliance with the Texas Local Government Code, which requires that each annexation plan include a summary of the service extension policy. Nothing in this summary repeals any provision of the ordinances of the City of Sealy.

The City extends water and wastewater services to existing unserved development in the time period required under the Texas Local Government Code. Construction of these service lines is based on a priority schedule that considers potential health hazards, population density, the number of existing buildings, the reasonable cost of providing service, and the desires of the residents of the unserved areas.

Extensions built by the City at its full cost are included in its Capital Improvements Plan, which is updated annually. Placement of an extension or enlargement of water and wastewater lines in the Capital Improvement Plan is based primarily on the following requirements: (1) to provide service to unserved areas, (2) to eliminate wastewater overflows, (3) to provide transmission of water as necessary, and (4) to provide adequate capacity for project service requirements.

Persons wishing to develop land in unserved areas are responsible for constructing water and wastewater service lines and extensions to serve the new development, and must complete the subdivision process, including review by the City. The required size of lines and extensions shall depend on the size and nature of the development.

Item #3



## STAFF REPORT

Meeting Date: July 7, 2025

Agenda Item \_\_\_\_\_ – Discussion and Possible Action to Approve, Approve with Conditions, Disapprove, or Grant an Extension regarding Final Plat for Westward Pointe Section 4.

Prepared by: Mike Barrow, Assistant City Manager

### **SUMMARY:**

Important: The county would like for the city council to approve the plat with the condition that the MUD #1 complete the planned drainage improvements across the Duncum Estate Property. However, the prevailing opinion of the city attorney, in discussions with other attorneys familiar with the legalities relating to development drainage whereby all good and proper city requirements for platting, development and drainage have been met by the developer, the city does not have good grounds to hold up the Final Plat for Section 4 Westward Pointe. We can obviously discuss, as well as discuss whether we can condition the final plat approval on MUD #1 securing the Agreement mentioned below regarding the TxDOT drainage easement.

Westward Pointe Section 4 Final Plat was recommended for approval by the Planning Commission June 11, 2025. This final plat, like the final plat of Section 3 that was approved by city council May 6, 2025, was held back due to the Planning Department not accepting the final plat submission as complete, without additional work and review being reasonably accomplished on Westward Pointe's Storm Water Detention Pond discharge drainage to FM 3013 Ditch and TxDOT's drainage easement south of FM 3013 and leaving FM 3013 to the southeast to a point 1287 feet (total length of TxDOT easement) that DR Horton gained permission in and about 2021 from TxDOT to discharge the pumped storm water. This also being the same location of drainage naturally discharged from the DR Horton property prior to first development. This predevelopment stormwater discharge drainage as reported in Pape Dawson Engineering's Drainage Analysis dated October 25, 2021, was reviewed again by Strand Associates, as well as, Westward Pointe's detention pond and pumping discharge in comparison to predevelopment conditions. Previous discharge from the DR Horton property prior to development showed a peak flow in a 100-Year Storm Event to be 317 cubic feet per second. After development of DR Horton property, the discharge from Westward Pointe's detention pond pumps is designed for 20 cubic feet per second and the detention pond is designed to meet 125% of the requirements of the City's Standards.

We are satisfied with the design of detention facilities and with TxDOT's drainage easement being cleaned, shaped and seeded by DR Horton now that the improved

ditch should accept the drainage of not only Westward Pointe's pumped discharge, but also FM 3013 as it may not have previously done.

Also:

1. DR Horton (MUD #1) is working with a property owner who owns the property just south of the end of the 1287 feet TxDOT easement in order to create a drainage channel there.
2. MUD #1 is working on an agreement with TxDOT that the MUD #1 will acquire and maintain the ditch and easement (1287 ft) south from FM 3013.

**FINANCIAL IMPACT:**

132 New Home Lots.

**RECOMMENDATION:**

Planning Director recommends approval of this Final Plat.



# CITY OF SEALY, TEXAS

## LAND PLAN AND PLAT APPLICATION

Please provide the following information and return your submittal to the City of Sealy, 405 Main Street, "Attention: Planning Department Urgent Plat Submittal."

Subdivision, Plat, or Development Name: Westward Pointe Sec 4

### Application Type

- Land Plan                       Abbreviated Final Plat                       Lot Consolidation  
 Preliminary Plat                       Replat/Resubdivision                       Lot Line Adjustment  
 Final Plat                       Minor Plat                       Amending Plat                       Vacating Plat

Reason for Application: Final Plat Submittal

### Type of Plat

- Single-Family Residential                       Duplex-Family Residential                       Townhomes  
 Multi-Family Residential                       Commercial/Industrial/Institutional                       Planned Development

Owner D.R. HORTON-TEXAS, LTD., A TEXAS LIMITED LIABILITY PARTNERSHIP Contact Austin Brauel  
Address 6744 Horton Vista Drive, Suite 100  
Email abrauel@drhorton.com Phone 281-269-6856

### Professional Engineer/Registered Land Surveyor or Authorized Agent

Company DHI-Engineering, LLC Contact Gerardo Morales  
Address 6744 Horton Vista Drive, Suite 100  
Email gamorales@dhiengineering.com Phone 281-900-9223

### Drainage Engineer

Company DHI-Engineering, LLC Contact Sarah Abrams  
Address 6744 Horton Vista Drive, Suite 100  
Email slabrams@dhiengineering.com Phone 281-500-6659

Plat Location  Inside City Limits                       Extraterritorial Jurisdiction (ETJ)  
Survey/Abstract No. San Felipe de Austin Survey, Abstract No. 5  
Geographic Location North of FM 3013, South of Schmidt Road, East of FM 3538, West of Harrison Road

Jurisdictions                      Utility District Austin County MUD No. 1                      School District Sealy ISD  
County Precinct 414

Plat Data      Total Acreage 42.061      Typical Lot Sizes 60'x120'  
 Number of Streets 11    Number of Lots 132    Number of Reserves 7  
 Number & Types of Reserves 7, Landscape/Open Space/Drainage

Variance Request     None       Yes (Attach Form)       Previously Approved (Date 3/21/23)  
City Council Approval


**Improvement Provisions**

Utilities Constructed by TBD      Maintained by City of Sealy  
(Upon Acceptance by City Council)  
 Pavement Constructed by TBD      Maintained by City of Sealy  
(Upon Acceptance by City Council)

This is to certify that the information on this form is COMPLETE, TRUE and CORRECT and the undersigned is authorized to make this application. Incomplete applications shall not be considered by the City nor considered as FILED for review.

Further, by checking the boxes below, the undersigned has also provided notice to: (Provide one copy of each letter in your application if there is to be utilities, drainage, or streets to be constructed and dedicated)

- 1       County Judge (if located in ETJ) at 1 E Main Street, Bellville, Texas 77418
- 2       Post Office at 222 Moody Street, Sealy, Texas 77474
- 3       Sealy I.S.D. 936 Tiger Lane, Sealy, Texas 77474
- 4       CenterPoint Energy at 18018 Huffmeister Road, Cypress, Texas 77429
- 5       Spark Light at 1302 Wysteria Way Street, Wharton, Texas 77488
- 6       AT&T Communications at 6500 West Loop S Bellaire, Texas 77401

X       5/6/25  
 Signature of Applicant      Date

**Checklist for all Submittals:**

- Three (3) copies of the Completed Application Form
- Copy of Driver's License
- Final Tax Certificate
- Final Title Report
- Copies of Notice Letters to the 6 entities above (if applicable)
- Required number and size of copies of plat/land plan (3 – 24"x36", 14 – 11"x17" paper prints)
- Required USB Flash Drive containing an AutoCad file (if requested) and pdf file of the project, including, but not limited to, plat pages, reports, studies, calculations, any TIA studies or environmental reports that have been done, plans, utility plans, and other supporting information.

Land Plan/Conceptual Plan	\$1,500.00
Preliminary Plat – Residential	Base \$500.00 plus \$10.00 per lot
Preliminary Plat – Commercial/Industrial	Base \$500.00 plus \$20.00 per acre
Final Plat – Residential	Base \$500.00 plus \$10.00 per lot
Final Plat – Commercial/Industrial	Base \$500.00 plus \$20.00 per acre
Abbreviated Final Plat	Same as Final Plats
Replat/Resubdivision	Same as Final Plats
Minor Plat	Same as Final Plats
Amending Plat	\$300.00
Lot Consolidation/Lot Line Adjustment	\$20.00
Variance Request – Residential	\$200.00
Variance Request – Commercial	\$500.00
Sign Variance	\$150.00
Parkland Dedication Fees -- Sec 87-52	\$1,200.00 per lot (fee in lieu of land dedication is due before Final Plat can be filed)
Add Administrative Fee	+10%
(*) 3 <sup>rd</sup> + submittals for review by city engineer	½ of the review fee

(\*) Steff may require additional information.

**TEXAS ABSTRACT SERVICES  
167 Pine Post Cove  
Driftwood, Texas 78619**

**CITY PLANNING LETTER**

April 24, 2025

Control No. 23670

Mr. Levi Morales  
DHI Engineering, LLC  
6744 Horton Vista Dr., Suite 100  
Richmond, Texas 77407

**RE: Westward Pointe Sec 4**

**SUBJECT PROPERTY:** A 42.061-acre or 1,832,170 square feet, more or less, tract of land, being all of Tract 1, a 38.12-acre tract of land conveyed to D.R. Horton – Texas, Ltd., as described in a deed recorded under Austin County Clerk's File No. 211990, Official Public Records, and a portion of a called 3.946 acres as described in Dedication of Easement and Right-of-Way recorded under Austin County Clerk's File No. 025481, Official Public Records, situated in the San Felipe de Austin Survey, Abstract Number 5, in the City of Sealy, Austin County, Texas.

Dear Mr. Morales:

At your request, we have searched the records of the County Clerk of Austin County, Texas, pertaining to the property referenced above and have determined the following:

**OWNERSHIP:** D.R. Horton – Texas, Ltd., by virtue of Special Warranty Deed dated April 8, 2021, recorded under Austin County Clerk's File No. 211990, Official Public Records (As to 38.12 acres or subject property).

City of Sealy, Texas, by virtue of Dedication Of Easement And Right-Of-Way dated September 22, 2002, recorded under Austin County Clerk's File No. 025481, Official Public Records (As to 3.946 acres or subject property).

**RESTRICTIONS:** Development and Annexation Agreement (156.66 Acres) dated March 30, 2021, by and between D.R. Horton-Texas, Ltd. And the City of Sealy, Texas, recorded under Austin County Clerk's File No. 212304, Official Public Records. Said Agreement was amended by Austin County Clerk's File Nos. 230554 and 240537, Official Public Records.

Declaration of Covenants, Conditions and Restrictions for Westward Pointe, recorded under Austin County Clerk's File No. 224040, Official Public Records. Said covenants amended by instrument recorded under Clerk's File No. 242078.

Westward Pointe Community Manual dated June 30, 2022, recorded under Austin County Clerk's File No. 224513, Official Public Records.

**LIENS:** None of record.

**INVOLUNTARY LIENS:** None of record.

continued

- EASEMENTS:** Perpetual Easement dated July 6, 2000, granted to the City of Sealy, recorded under Austin County Clerk's File No. 004695, Official Public Records.
- Dedication of Easement and Right-of-Way dated September 22, 2002, granted to the City of Sealy, recorded under Austin County Clerk's File No. 025841, Official Public Records.
- Grant of Easement twenty (20) feet wide dated March 14, 2019, granted to the City of Sealy, recorded under Austin County Clerk's File No. 191228, Official Public Records.
- Short Form Blanket Easement for Certain Utilities dated October 23, 2023, granted to CenterPoint Energy Houston Electric, L.L.C, Southwestern Bell Telephone Company, d/b/a AT&T Texas, and Comcast of Houston, LLC, recorded under Austin County Clerk's File No. 235829, Official Public Records.
- OTHER:** Order to Discontinue Public Roads in the Sealy Subdivision dated October 18, 1985, recorded under Austin County Clerk's File No. 031743, Official Public Records.

The liability of TEXAS ABSTRACT SERVICES for mistakes or errors is hereby limited to the cost of this certificate.

Certified through April 22, 2025.

TEXAS ABSTRACT SERVICES



Charles Williams

 **Texas** USA  
DRIVER LICENSE  
Director: *Samuel M. Elwell*

**DRIVER LICENSE**

4d. DL: [REDACTED] 9. Class: **C**  
3. DOB: [REDACTED] 4b. Exp: [REDACTED] 4a. Iss: **04/14/2022**

1. [REDACTED]  
2. [REDACTED]  
8. [REDACTED]

12. Rest: **NONE** 9a. End: **NONE**  
10. Hgt: **5'-09"** 15. Sex: **M** 18. Eyes: **BRO**

6. DD: [REDACTED]





**DHI Engineering, LLC.**

DHI Engineering, LLC. 281.566.2100 Main Office  
6744 Horton Vista Drive, Suite 200 [www.drhorton.com](http://www.drhorton.com)  
Richmond, Texas 77407

June 4, 2024

County Judge  
1 E Main Street  
Bellville, Texas 77418

**Subject: Westward Pointe Section 4**

To Whom this may concern,

Our firm is currently in the process of preparing construction drawings for water, sanitary sewer, drainage and paving facilities to serve Westward Pointe Section 4 in the City of Sealy. The project is located near the intersection of FM 3013 and Harrison Road (see attached vicinity map). DHI Engineering is requesting any information regarding facilities in the area. Construction is anticipated for late summer 2025.

Please feel free to contact me by phone at (281) 500 4238 or email: [dhiengineering@dhiengineering.com](mailto:dhiengineering@dhiengineering.com) should you have any questions or comments regarding the information provided.

Sincerely,

**Gerardo Morales**  
Platting Coordinator

**DHI Engineering, LLC**  
6744 Horton Vista Drive  
Suite 100  
Richmond, TX 77407  
Office: 281-500-4238

[gamorales@dhiengineering.com](mailto:gamorales@dhiengineering.com)  
[www.dhiengineering.com](http://www.dhiengineering.com)

Attachments:  
Vicinity Map



**DHI Engineering, LLC.**

DHI Engineering, LLC.  
6744 Horton Vista Drive, Suite 200  
Richmond, Texas 77407

281.566.2100 Main Office  
[www.drhorton.com](http://www.drhorton.com)

June 4, 2024

Spark Light  
1302 Wysteria Way Street  
Wharton, Texas 77488

**Subject: Westward Pointe Section 4**

To Whom this may concern,

Our firm is currently in the process of preparing construction drawings for water, sanitary sewer, drainage and paving facilities to serve Westward Pointe Section 4 in the City of Sealy. The project is located near the intersection of FM 3013 and Harrison Road (see attached vicinity map). DHI Engineering is requesting any information regarding facilities in the area. Construction is anticipated for late summer 2025.

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6744 Horton Vista Drive, Suite 200  
Richmond, Texas 77407

281.566.2100 Main Office  
[www.drhorton.com](http://www.drhorton.com)

June 4, 2024

CenterPoint Energy  
18018 Huffmeister Road  
Cypress, Texas 77429

**Subject: Westward Pointe, Section 4**

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Richmond, TX 77407  
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Attachments:  
Vicinity Map



**DHI Engineering, LLC.**

DHI Engineering, LLC. 281.566.2100 Main Office  
6744 Horton Vista Drive, Suite 200 [www.drhorton.com](http://www.drhorton.com)  
Richmond, Texas 77407

June 4, 2024

Sealy I.S.D.  
936 Tiger Lane  
Sealy, Texas 77474

**Subject: Westward Pointe Section 4**

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Our firm is currently in the process of preparing construction drawings for water, sanitary sewer, drainage and paving facilities to serve Westward Pointe Section 4 in the City of Sealy. The project is located near the intersection of FM 3013 and Harrison Road (see attached vicinity map). DHI Engineering is requesting any information regarding facilities in the area. Construction is anticipated for late summer 2025.

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[www.dhiengineering.com](http://www.dhiengineering.com)

Attachments:  
Vicinity Map



**DHI Engineering, LLC.**

DHI Engineering, LLC.  
6744 Horton Vista Drive, Suite 200  
Richmond, Texas 77407

281.566.2100 Main Office  
[www.drhorton.com](http://www.drhorton.com)

June 4, 2024

Post Office  
222 Moody Street  
Sealy, Texas 77474

**Subject: Westward Pointe Section 4**

To Whom this may concern,

Our firm is currently in the process of preparing construction drawings for water, sanitary sewer, drainage and paving facilities to serve Westward Pointe Section 4 in the City of Sealy. The project is located near the intersection of FM 3013 and Harrison Road (see attached vicinity map). DHI Engineering is requesting any information regarding facilities in the area. Construction is anticipated for late summer 2025.

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Sincerely,

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Platting Coordinator

**DHI Engineering, LLC**  
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Suite 100  
Richmond, TX 77407  
Office: 281-500-4238

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[www.dhiengineering.com](http://www.dhiengineering.com)

Attachments:  
Vicinity Map



**DHI Engineering, LLC.**

DHI Engineering, LLC. 281.566.2100 Main Office  
6744 Horton Vista Drive, Suite 200 [www.drhorton.com](http://www.drhorton.com)  
Richmond, Texas 77407

June 4, 2024

AT&T Communications  
6500 West Loop S  
Bellaire, Texas 77401

**Subject: Westward Pointe, Section 4**

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Our firm is currently in the process of preparing construction drawings for water, sanitary sewer, drainage and paving facilities to serve Westward Pointe section 4 in the City of Sealy. The project is located near the intersection of FM 3013 and Harrison Road (see attached vicinity map). DHI Engineering is requesting any information regarding facilities in the area. Construction is anticipated for late summer 2025.

Please feel free to contact me by phone at (281) 500 4238 or email: [dhiengineering@dhiengineering.com](mailto:dhiengineering@dhiengineering.com) should you have any questions or comments regarding the information provided.

Sincerely,

**Gerardo Morales**  
Platting Coordinator

**DHI Engineering, LLC**  
6744 Horton Vista Drive  
Suite 100  
Richmond, TX 77407  
Office: 281-500-4238

[gamorales@dhiengineering.com](mailto:gamorales@dhiengineering.com)  
[www.dhiengineering.com](http://www.dhiengineering.com)

Attachments:  
Vicinity Map

ID: R000592860

**TAX CERTIFICATE**

REF:

**AUSTIN CO. MUD # 1**  
**P.O. BOX 1368**  
**FRIENDSWOOD TX, 77549-1368**  
**PHONE: 281-482-0216**  
**EMAIL: ASWMAIL@ASWTAX.COM**

Owner Information
D R HORTON - TEXAS LTD 6744 HORTON VISTA DR STE 100 RICHMOND, TX 77407

<b>Amount Due</b>	<b>\$0.00</b>
<i>IF PAID IN NOVEMBER 2024</i>	

Paid In Month	*Addn Fees	Tax Due
December 2024	0.00	0.00
January 2025	0.00	0.00
February 2025	0.00	0.00

Mail to **DHI ENGINEERING, LLC**  
**6744 HORTON VISTA DRIVE**  
**SUITE 100**  
**RICHMOND, TX 77407**

**IF THIS PROPERTY RECEIVED OR IS RECEIVING SPECIAL VALUATION BASED ON ITS USE, ADDITIONAL ROLLBACK TAXES MAY BECOME DUE AS PROVIDED BY TAX CODE CHAPTER 23.**

Property Information	Legal Information	Market Values	Summary
ID: R000592860 GEOID: J7R000058696 OWNER INTEREST: 1.0 SITUS: 2423 HARRISON RD	LEGAL: ABST: A005, A005 SAN FELIPE DE AUSTIN TT ACRES: 38.120	Land 610,391	Total Market 610,391 Total Assessed 610,391

Tax Year	Taxing Entitles	Base Tax	Pald	Balance	Penalty & Interest	Attorney Fee	Other Fees	Total Due
2024	197 AUSTIN CO. MUD # 1	5,676.64	5,676.64	0.00	0.00	0.00	0.00	0.00
	<b>TOTAL FOR 2024</b>	<b>5,676.64</b>	<b>5,676.64</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
		5,676.64	5,676.64	0.00	0.00	0.00	0.00	0.00

Quick Link:



<b>Amount Due</b>	<b>\$0.00</b>
<i>IF PAID IN NOVEMBER 2024</i>	

*This certifies that after checking the tax records of this office the following taxes, penalties and interest, attorney fees and late fees are due for this property for the following taxing units.*

*Dulcie Holt*

Signature of Collections Officer

11/15/2024

Date of Tax Certificate



# AUSTIN COUNTY APPRAISAL DISTRICT

906 E. Amelia St.  
 Bellville, TX 77418  
 979.865.9124

TAX CERTIFICATE FOR ACCOUNT : 58696001  
 AD NUMBER: R000058696  
 GF NUMBER:  
 CERTIFICATE NO : 3082402  
COLLECTING AGENCY  
 AUSTIN COUNTY APPRAISAL DISTRICT  
 906 E. Amelia St.  
 Bellville TX 77418

DATE : 12/13/2024  
 FEE : 10.00  
PROPERTY DESCRIPTION  
 A005 SAN FELIPE DE AUSTIN TT

REQUESTED BY  
 D R HORTON - TEXAS LTD

0002423 HARRISON RD  
 38.12 ACRES  
PROPERTY OWNER  
 D R HORTON - TEXAS LTD

6744 HORTON VISTA DR STE 100  
 RICHMOND TX 77407

6744 HORTON VISTA DR STE 100  
 RICHMOND TX 77407  
 UDI: 100%

THIS IS TO CERTIFY THAT, AFTER A CAREFUL CHECK OF THE RECORDS OF THE AUSTIN COUNTY APPRAISAL DISTRICT, THE FOLLOWING DELINQUENT TAXES, PENALTIES, AND INTEREST ARE DUE ON THE DESCRIBED PROPERTY.

THE ABOVE DESCRIBED PROPERTY TAX MAY BE RECEIVING SPECIAL APPRAISAL BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL APPRAISAL. (IF APPLICABLE)

CURRENT VALUES			
LAND MKT VALUE:	\$610,391.00	IMPROVEMENT :	\$0.00
AG LAND VALUE:	\$0.00	DEF HOMESTEAD:	\$0.00
APPRAISED VALUE:	\$610,391.00	LIMITED VALUE:	\$0.00
EXEMPTIONS:			
LAWSUITS:			

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2024	AUSTIN COUNTY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2024	AUSTIN COUNTY ESD#2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2024	CITY OF SEALY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2024	FARM/MARKET RD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2024	SEALY ISD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2024	SPC RD & BRIDGE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2024 SUB TOTAL							\$0.00

TOTAL CERTIFIED TAX DUE 12/2024 : \$0.00

ISSUED TO : D R HORTON - TEXAS LTD  
 ACCOUNT NUMBER: 58696001

CERTIFIED BY : Tim Swank

AUSTIN COUNTY APPRAISAL DISTRICT



# AUSTIN COUNTY APPRAISAL DISTRICT

906 E. Amelia St.  
Bellville, TX 77418  
979.865.9124

TAX CERTIFICATE FOR ACCOUNT : 64318001  
AD NUMBER: R000064310  
GF NUMBER:  
CERTIFICATE NO : 3082454

DATE : 12/13/2024  
FEE : 10.00

COLLECTING AGENCY  
AUSTIN COUNTY APPRAISAL DISTRICT  
906 E. Amelia St.  
Bellville TX 77418

PROPERTY DESCRIPTION  
SEALY SUB(BLOCK 20 LOT 3, 4 (P  
ART OF))BLOCK 21 LOT 5, 6, 7 (  
PART OF)

0000000 SCHMIDT RD @ HARRISON  
3.946 ACRES

REQUESTED BY  
DR Horton Texas LTD

PROPERTY OWNER  
CITY OF SEALY

6744 HORTON VISTA DR STE 100  
RICHMOND TX 77407

PO BOX 517  
SEALY TX 774740517  
UDI: 100%

THIS IS TO CERTIFY THAT, AFTER A CAREFUL CHECK OF THE RECORDS OF THE AUSTIN COUNTY APPRAISAL DISTRICT, THE FOLLOWING DELINQUENT TAXES, PENALTIES, AND INTEREST ARE DUE ON THE DESCRIBED PROPERTY.

THE ABOVE DESCRIBED PROPERTY TAX MAY BE RECEIVING SPECIAL APPRAISAL BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL APPRAISAL. (IF APPLICABLE)

CURRENT VALUES			
LAND MKT VALUE:	\$789.00	IMPROVEMENT :	\$0.00
AG LAND VALUE:	\$0.00	DEF HOMESTEAD:	\$0.00
APPRAISED VALUE:	\$789.00	LIMITED VALUE:	\$0.00
EXEMPTIONS:	Full		
LAWSUITS:			

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2024	AUSTIN COUNTY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2024	AUSTIN COUNTY ESD#2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2024	CITY OF SEALY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2024	FARM/MARKET RD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2024	SEALY ISD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2024	SPC RD & BRIDGE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2024 SUB TOTAL							\$0.00

TOTAL CERTIFIED TAX DUE 12/2024 : \$0.00

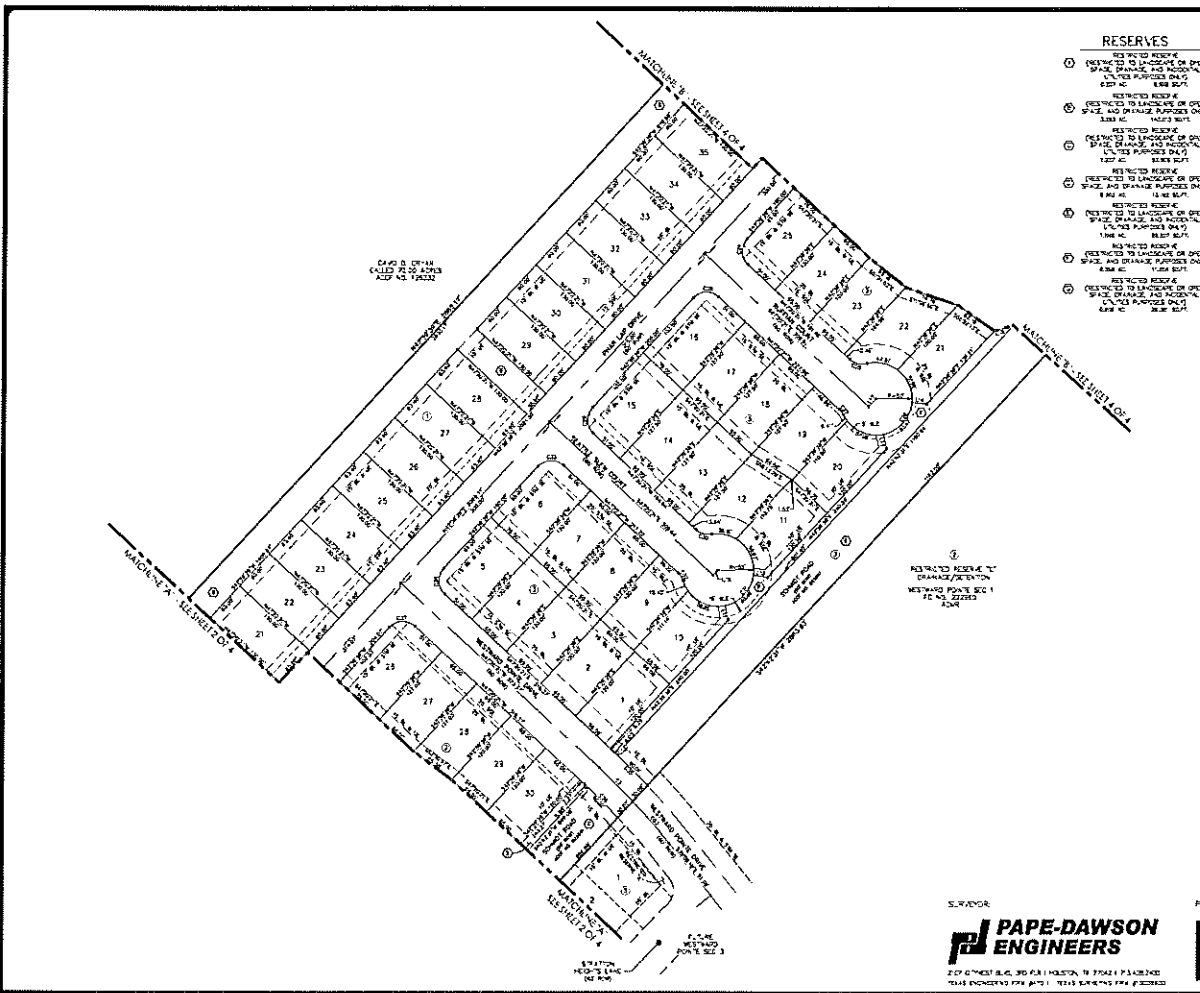
ISSUED TO : DR Horton Texas LTD  
ACCOUNT NUMBER: 64318001

CERTIFIED BY: Tim Sworde

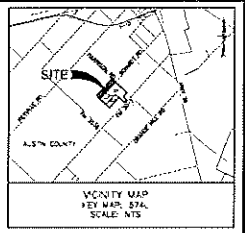
AUSTIN COUNTY APPRAISAL DISTRICT



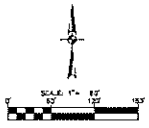




- RESERVES**
- ① RESTRICTED RESERVE  
RESTRICTED TO LANDSCAPE OR OPEN SPACE, DRAINAGE, AND POTENTIAL UTILITIES PURPOSES ONLY  
8.00 AC. 1.00' BUFFER
  - ② RESTRICTED RESERVE  
RESTRICTED TO LANDSCAPE OR OPEN SPACE, AND DRAINAGE PURPOSES ONLY  
8.00 AC. 1.00' BUFFER
  - ③ RESTRICTED RESERVE  
RESTRICTED TO LANDSCAPE OR OPEN SPACE, DRAINAGE, AND POTENTIAL UTILITIES PURPOSES ONLY  
1.00 AC. 1.00' BUFFER
  - ④ RESTRICTED RESERVE  
RESTRICTED TO LANDSCAPE OR OPEN SPACE, AND DRAINAGE PURPOSES ONLY  
8.00 AC. 1.00' BUFFER
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1.00 AC. 1.00' BUFFER
  - ⑥ RESTRICTED RESERVE  
RESTRICTED TO LANDSCAPE OR OPEN SPACE, AND DRAINAGE PURPOSES ONLY  
8.00 AC. 1.00' BUFFER
  - ⑦ RESTRICTED RESERVE  
RESTRICTED TO LANDSCAPE OR OPEN SPACE, DRAINAGE, AND POTENTIAL UTILITIES PURPOSES ONLY  
1.00 AC. 1.00' BUFFER



- LEGEND**
- 1 PLANNED UNIT DEVELOPMENT
  - 2 SETBACK FROM SIDE DRIVEWAYS
  - 3 SETBACK FROM SIDE DRIVEWAYS
  - 4 SIDE
  - 5 TOTAL EASEMENT
  - 6 EASEMENT FROM EASEMENT
  - 7 5' FROM SIDE EASEMENT
  - 8 10' FROM SIDE EASEMENT
  - 9 DRAINAGE EASEMENT
  - 10 10' FROM EASEMENT
  - 11 10' FROM EASEMENT
  - 12 10' FROM EASEMENT
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  - 69 10' FROM EASEMENT
  - 70 10' FROM EASEMENT
  - 71 10' FROM EASEMENT
  - 72 10' FROM EASEMENT



**WESTWARD POINTE  
SEC 4  
FINAL PLAT**

A SUBDIVISION OF 42.661 ACRES  
LOCATED IN THE SAN FELIPE DE AUSTIN SURVEY,  
ABSTRACT NUMBER 5  
CITY OF SEAGRAM, AUSTIN COUNTY, TEXAS.

132 LOTS 7 RESERVES 4 BLOCKS  
SCALE: 1" = 60' JUNE 2025

PREPARED BY:  
**PAPE-DAWSON  
ENGINEERS**

2107 WEST BLDG. 3RD FLOOR HOUSTON, TX 77054-1100  
TEL: 281.466.1100 FAX: 281.466.1101

OWNER:  
DR. HICKMAN, LTD.  
A TEXAS LIMITED LIABILITY PARTNERSHIP  
8744 HOUSTON WEST DRIVE, SUITE 100  
PO BOX 100, TEXAS 77027  
(281) 556-2100

**DHI Engineering, LLC**  
2107 WEST BLDG. 3RD FLOOR HOUSTON, TX 77054-1100  
TEL: 281.466.1100 FAX: 281.466.1101



Item #4



AGENDA ITEM NO:

Discussion and possible action to accept a restricted monetary donation in the amount of \$25,000 to the Sealy Police Department, as designated by the donor for police department use.

SUBMITTED BY: Jennifer Matura, Finance Director

MEETING DATE: July 7, 2025

## STAFF REPORT

### SUMMARY

The City of Sealy has received notice of a proposed donation in the amount of \$25,000 from John Wilson. The donor has completed and submitted the City's Standard Donation Agreement, indicating that the donation is restricted for police department use.

In accordance with the City's Naming and Donation Policy, donations that are restricted and exceed \$5,000 must be formally accepted by City Council.

### ANALYSIS

The donation follows the City's Donation Policy procedures:

- The Standard Donation Agreement has been executed by the donor.
- City Council approval is required prior to final acceptance.
- Upon Council approval, the City Manager will execute the agreement.
- The Sealy Police Department will notify the donor of Council approval and provide a copy of the executed agreement.
- Once funds are received, the Donation Acceptance Form and Donation Receipt Form will be completed and distributed to the appropriate departments as outlined in the policy.

### FINANCIAL IMPACT

There is no negative fiscal impact to the City. The \$25,000 donation will enhance the resources available to the Sealy Police Department and be used in accordance with applicable city policies and donor intent.

### RECOMMENDATION

Staff recommends that City Council approve and accept the donation in the amount of \$25,000, restricted for use by the Sealy Police Department, and authorize the City Manager to execute the Standard Donation Agreement.

# Standard Donation Agreement & Forms

April 18, 2023

EXHIBIT B – STANDARD DONATION AGREEMENT

City of Sealy  
Standard Donation Agreement

The undersigned Donor wishes to make a donation to the City of Sealy as described in more detail below.

The donor is (check and complete all that apply):

- donating \$ 25,000.00 in a lump sum
- donating \$ \_\_\_\_\_ in \_\_\_\_\_ (monthly, quarterly, etc.) payments of \$ \_\_\_\_\_ in \_\_\_\_\_ installments.
- donating the following (describe products, services, investment securities, real property, etc.):

- If this box is checked, this donation is restricted to the following uses: (POLICE DEPT USE)
- If this box is checked, this donation shall remain anonymous, but I understand and acknowledge my donation may be subject to disclosure under the Texas Public Information Act:

The city will publicly recognize donor(s) (as described in policy) by

\_\_\_\_\_ [describe recognition]:

- If this box is checked this donation is being made at the behest of Council Member/Commissioner/City Staff Member \_\_\_\_\_.

In connection with administering this agreement, Donor and City shall work through the following primary representatives:

	City of Sealy	Donor
Primary Representative:	JAY REEVES	JOHN WILSON
Address:	1320 REXVILLE RD SEALY, TX 77474	2463 LEZAK RD.

April 18, 2023

Telephone:	979-885-2913	713-824-8633
Fax:		
Cell Phone:		
E-mail:		

In addition to the foregoing, the Donor and City understand and agree that:

1. The City will provide the Donor with a donation receipt indicating the amount of the donation or the estimated value of goods or services donated within 30 days of receiving the donation.
2. Donor's contribution to the City will be recognized publicly as described above.
3. Except as provided above, the City may use the donation in any manner at its sole discretion and Donor has no right or obligation to control the City's use of the donation.
4. Donor has not and will not receive any goods or services in exchange for the donation and the City will not grant any extra consideration to the donor in relation to City procurement, regulatory matters, or any other business, services, or operations of the City.
5. Donor confirms that unless indicated otherwise above this donation is not made at the behest of a City Council Member or of any member of the Planning or Heritage Preservation Commissions or staff of the Community Development Department.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

Donor:

x John E. Wilson  
John Wilson  
Name Title

City of Sealy

Kimbra Hill, City Manager  
Title

Date: 6/18/2025

Date: \_\_\_\_\_

ATTEST:

Sandra Vrabec, City Secretary  
Title

Date: \_\_\_\_\_

April 18, 2023

EXHIBIT D – DONATION ACCEPTANCE FORM



## City of Sealy Donation Acceptance Form

---

This is to confirm that on \_\_\_\_\_ [insert date]

- the City of Sealy
- City of Sealy employee: \_\_\_\_\_  
received from \_\_\_\_\_  
[insert donor name and address]:
- a monetary contribution of \$ \_\_\_\_\_
- a non-monetary contribution consisting of [describe goods, services, property, securities, etc.]:

No goods or services were provided by the City of Sealy in return for the contribution.

---

[City employee name]

April 18, 2023

EXHIBIT E – DONATION RECEIPT



## City of Sealy Donation Receipt

---

This is to confirm that on \_\_\_\_\_ [insert date]

the City of Sealy

City of Sealy employee

received from \_\_\_\_\_

[insert donor name and address]:

a monetary contribution of \$ \_\_\_\_\_

a non-monetary contribution consisting of [describe goods, services, property, securities, etc.]:

No goods or services were provided by the City of Sealy in return for the contribution.

The City sincerely appreciates your donation.

\_\_\_\_\_

City of Sealy

Item #5



AGENDA ITEM NO:

Discussion and possible action regarding approval of FY 2026-2026 Texas Health Benefits renewal and consideration of employer-paid disability insurance.

SUBMITTED BY: Jennifer Matura, Finance Director

MEETING DATE: July 7, 2025

## STAFF REPORT

### SUMMARY

Consideration and possible action to approve the City's annual renewal for medical, dental, vision, and life insurance coverage through Texas Health Benefits Pool (TXHB) for the upcoming fiscal year (October 1, 2025 – September 30, 2026), and to determine whether to add employer-paid short term and long term disability insurance coverage for all full-time employees.

### ANALYSIS

The City of Sealy participates in TXHB for group employee health and ancillary insurance benefits. The City recently received its FY 2025-2026 renewal rates for the following coverages:

- Medical
- Dental
- Vision
- Basic Life & AD&D
- Voluntary Life & AD&D

**TXHB has confirmed that there will be no increase in premiums** for the new plan year beginning October 1, 2025.

In light of recent changes to the City's sick leave policy – which now limits accrual to a maximum of 160 hours for Tier 2 and Tier 3 employees and no longer allows for sick leave donation – staff has explored alternatives to support employees during extended medical related absences, including disability insurance.

## **DISABILITY INSURANCE PROPOSAL**

As an optional add-on to the City's TXHB package, the City received a quote to offer employer-paid Short Term Disability (STD) and Long Term Disability (LTD) coverage to all eligible full-time employees. Key features of plan one are:

- Short Term Disability:
  - 66 2/3% income replacement
  - Begins after 14 days of disability
  - Pays up to 76 days (approximately 11 weeks)
- Long Term Disability:
  - 66 2/3% income replacement
  - Begins after 90 days of continuous disability
- Coverage Cost:
  - \$2,118 per month for all 55 full-time employees
  - Total annual cost: \$25,416
  - 100% of the premium must be employer-paid (per TXHB)

Currently, 12 employees voluntarily participate in a private LTD plan through American Fidelity, paying a combined \$13,000 annually out of pocket. Those plans vary in benefit levels based on employee selection and are not supplemented by the City.

The proposed disability coverage would:

- Provide a financial safety net for employees with unexpected medical issues
- Reduce the administrative burden of managing a sick leave pool
- Increase equity by offering protection to all employees rather than a limited voluntary group or those that would meet strict requirements of using a sick leave pool
- Enhance the City's overall employee benefits package for recruitment and retention

## **DISABILITY BENEFITS AND NEW SICK LEAVE POLICY**

### **Sick Leave Policy**

- The City's new sick leave policy caps accrual at 160 hours for Tier 2 and Tier 3 employees and prohibits donation of sick time
- Council has considered a sick leave pool, but it introduces added liability and administrative burdens
- Without accrued time off, employees with serious illness or injury who use FMLA may face unpaid leave
- The City does not currently provide employer-paid disability insurance and only 13 employees opt into the voluntary LTD plan and STD isn't offered
- Result: a significant number of employees are exposed to potential income loss during medical leave

## **Disability Benefits**

- Provides employees a financial safety net during FMLA leave or other medical absences – without fear of loss of income once paid time off accruals have been exhausted
- Without STD or LTD an employee may have no income during recovery which can lead to missed bills, rent or mortgage, difficulty affording medical treatment, and pressure to return to work too early
- Limits the need for a sick leave pool
  - A sick leave pool is complex to manage: it requires approval procedures, donation tracking, and fairness standards
  - STD and LTD are managed by the insurance provider, not the City
  - Less administrative burden, fewer subjective decisions, and reduced exposure to complaints of favoritism
  - STD and LTD shifts the burden from internal HR/admin to an outside insurance partner, helping ensure consistency and fairness
- Supports recruitment and retention
  - Is viewed as a valuable part of a benefits package
  - Shows the City is committed to employee well-being and security
- Helps the City comply with ADA and FMLA obligations
  - STD and LTD plans provide structure and documentation around disability leave, supporting legal compliance
  - Offers a path to gradual return-to-work accommodation with the insurer's help
  - Encourages a clear process for handling medical absences

## **DISABILITY AND THE FAMILY MEDICAL LEAVE ACT (FMLA)**

### **FMLA – Legal Job Protection**

- FMLA is a federal law that provides up to 12 weeks of unpaid job-protected leave in a 12-month period for eligible employees for specific family or medical reasons.
- Eligibility:
  - Employer has 50+ employees
  - Employee has worked for at least 12 months and 1,250 hours in the past year
- FMLA guarantees job protection, not pay

### **Short Term Disability (STD) – Income Replacement**

- STD replaces a portion of income if the employee is unable to work due to a medical condition (illness, injury, surgery, pregnancy, etc.)
- Duration: 3 months
- Paid benefit: If approved, employee gets paid while they are out

### **Long Term Disability (LTD) – Extended Income Protection**

- LTD kicks in after STD ends, if the employee is still medically unable to return to work
- Paid benefit: if still qualified after STD is exhausted

FMLA leave and disability leave run concurrently if it is for the same medical reason.

STD/LTD requires medical documentation and approval from the insurance provider.

FMLA does not guarantee pay, and STD/LTD does not guarantee job protection – but used together, they can provide both pay and job protection for a limited time.

**Example:** An employee is having surgery and will be out for 12 weeks

- FMLA – if qualified, employee applies for and is granted 12 weeks of job-protected unpaid leave
- STD – employee files claim and is approved, employee receives partial income replacement during 12 weeks
- Return to work – after 12 weeks, FMLA ends, and job is protected
- If not able to return – employee might transition to LTD if medically necessary, but FMLA job protection would expire.

An employer can legally terminate an employee who has exhausted all FMLA leave – even if that employee is receiving Long Term Disability benefits – however there are legal considerations that must be followed. Once the employee's 12 weeks of FMLA-protected leave is up, they no longer have legal job protection under FMLA. The employee may be terminated if they are still unable to return to work or the leave poses an undue hardship on the City. However, a disability under LTD is likely also a disability under the ADA. Automatically terminating an employee because their FMLA is exhausted without ADA consideration could violate federal law. The City would obtain legal counsel when considering termination after exhaustion of FMLA.

## Conclusion

By offering employer-paid STD and LTD, the City would:

- Provide a safety net when sick and vacation leave is not enough
- Avoid the risks and complications of a sick leave pool
- Help maintain morale, productivity, and financial stability for employees
- Strengthen the overall benefits package without expanding sick leave liabilities

## FINANCIAL IMPACT

- Medical, dental, vision, life insurance: No increase for FY 2025 – 2026
- Disability insurance (if approved): \$25,416 annually
  - In the previous fiscal year (FY25), the City made the decision to terminate its group benefits plan with BCBS, which was managed through a private broker, and instead entered into an interlocal agreement with TXHB. This change was made after the adoption of the FY 2025 budget.
  - Under the former Broker-based plan, the benefit year ran from January 1 to December 31, which created budgeting challenges since the City did not receive renewal rates until

after the new fiscal year began on October 1. This often resulted in uncertainty and potential mid-year budget adjustments.

- o By moving to TXHB, the City's benefits renewal is now aligned with the fiscal year, allowing the City to receive rates in advance of budget preparation, providing for greater budget stability and predictability.
- o In preparing the FY 2025 budget, the City had anticipated a 10% increase in group insurance costs (based on historical year-over-year increases). However, the quote received from TXHB came in below the prior year's premium rates, resulting in actual costs that were lower than budgeted.
- o For FY 2026, the City will be able to budget approximately \$156,000 less in total Group Insurance line items compared to FY 2025. This decrease reflects the cost savings achieved through the transition to TXHB.

## RECOMMENDATION

Staff recommends:

1. Approval of the City's FY 2025-2026 TXHB renewal for medical, dental, vision, and life insurance coverage; and
2. Council direction regarding whether to add employer-paid short term and long term disability insurance coverage for all full-time employees

# TXHB Renewal Agreement



# Renewal Notice and Benefit Verification Form

## Sealy

Original

Plan Year 10/01/2025 - 09/30/2026 (12 Months)

**IMPORTANT NOTICE:** A signed renewal is required by the due date in your cover letter. If TX Health Benefits Pool does not receive the fully executed renewal notice by the indicated due date, you will no longer have an option to change benefits which will result in renewal of the benefit plans listed below at the new rates and the current employer contributions.

### Medical

#### Employer Group Medical Plan

Plan	Benefit Percent	In Net Ded	Out Net Ded	In Net OOP	Office Visit	Rates	Current	New
Coplay-3K ER-DAW1&2	100/70	\$3000	\$6000	\$3000	\$30	EE Only:	\$721.82	\$721.82
						EE + Spouse:	\$1,465.32	\$1,465.32
						EE + Child(ren):	\$1,270.42	\$1,270.42
						EE + Family:	\$2,129.38	\$2,129.38
Consumer HSA-5K E-DAW1&2	100/70	\$5000	\$10000	\$5000	N/A	EE Only:	\$635.76	\$635.76
						EE + Spouse:	\$1,290.58	\$1,290.58
						EE + Child(ren):	\$1,118.94	\$1,118.94
						EE + Family:	\$1,875.48	\$1,875.48

In Network Deductible applies towards In Network OOP.

Medical and Dental Plan Accumulators will be based on Calendar Year.

### Monthly Employer Contribution Amounts

TX Health Benefits Pool requires 75% employer contribution toward employee medical – Minimum employer contribution is \$476.82.

Please enter your monthly employer contribution amounts for active employees here, in dollars or percentages:

Plan	EE Only:		EE+Spouse*:		EE+Child(ren)*:		EE+Family*:	
	Amount	% of Rate**	Amount	% of Rate**	Amount	% of Rate**	Amount	% of Rate**
Coplay-3K ER-DAW1&2	\$ _____ or _____ %	_____ %	\$ _____ or _____ %	_____ %	\$ _____ or _____ %	_____ %	\$ _____ or _____ %	_____ %
Consumer HSA-5K E-DAW1&2	\$ _____ or _____ %	_____ %	\$ _____ or _____ %	_____ %	\$ _____ or _____ %	_____ %	\$ _____ or _____ %	_____ %

\*If entering contributions in dollars, the dependent tier(s) must include the EE Only amount paid by employer in addition to any employer paid amounts for dependents. Percentages for dependent tier(s) will apply to the dependent tier amount less the EE Only amount.

\*\*NOTE: If a contribution percentage is provided, it will be rounded up to the nearest penny.

Are there different contributions based on other factors (ex: hourly vs salary, department or location based)? If so, please explain here:

### Dental

Rates	Current (Dental III)	New (Dental III)
EE Only:	\$40.66	\$40.66
EE + Spouse:	\$83.46	\$83.46
EE + Child(ren):	\$87.74	\$87.74
EE + Family:	\$124.80	\$124.80

Please enter your monthly employer contribution amounts for active employees here, in dollars or percentages:

EE Only:		EE+Spouse*:		EE+Child(ren)*:		EE+Family*:	
Amount	% of Rate**	Amount	% of Rate**	Amount	% of Rate**	Amount	% of Rate**
\$ _____ or _____ %	_____ %	\$ _____ or _____ %	_____ %	\$ _____ or _____ %	_____ %	\$ _____ or _____ %	_____ %

\*If entering contributions in dollars, the dependent tier(s) must include the EE Only amount paid by employer in addition to any employer paid amounts for dependents. Percentages for dependent tier(s) will apply to the dependent tier amount less the EE Only amount.

\*\*NOTE: If a contribution percentage is provided, it will be rounded up to the nearest penny.

**Vision**

Rates	Current (Vol Premium)	New (Vol Premium)
EE Only:	\$12.58	\$12.58
EE + Spouse:	\$23.92	\$23.92
EE + Child(ren):	\$25.18	\$25.18
EE + Family:	\$32.10	\$32.10

Please enter your monthly employer contribution amounts for active employees here, in dollars or percentages:

EE Only:		EE+Spouse*:		EE+Child(ren)*:		EE+Family*:	
Amount	% of Rate**	Amount	% of Rate**	Amount	% of Rate**	Amount	% of Rate**
\$ _____ or _____ %		\$ _____ or _____ %		\$ _____ or _____ %		\$ _____ or _____ %	

\*If entering contributions in dollars, the dependent tier(s) must include the EE Only amount paid by employer in addition to any employer paid amounts for dependents. Percentages for dependent tier(s) will apply to the dependent tier amount less the EE Only amount.

\*\*NOTE: If a contribution percentage is provided, it will be rounded up to the nearest penny.

**Basic Life and AD&D: Plan 22 (\$50,000)**

	Current Rate	New Rate
Life:	\$0.178	\$0.178
AD&D:	\$0.040	\$0.040

Note: Plan requires 100% Participation and is 100% EMPLOYER paid.

**Additional Employee Life and AD&D**

Age of Employee	Current Rate per \$1000	New Rate per \$1000
Under 30	0.041	0.041
30 - 34	0.052	0.052
35 - 39	0.091	0.091
40 - 44	0.129	0.129
45 - 49	0.198	0.198
50 - 54	0.332	0.332
55 - 59	0.595	0.595
60 - 64	0.913	0.913
65 - 69	1.513	1.513
70 and over	2.431	2.431

Note: Plan is EMPLOYEE paid.

**Dependent Life: Plan 2 (\$5,000/\$2,000)**

Current Rate	New Rate
\$1.60 per dependent unit	\$1.60 per dependent unit

Note: Plan is EMPLOYEE paid.

**COBRA Eligibility and Administration (Continuation of Coverage)**

COBRA Eligible? Yes  
 COBRA Administration through TX Health Benefits Pool? Yes

NOTE: Employer will be charged a flat monthly fee of \$80 per month regardless of how many members are utilizing COBRA, as well as \$10 per month for each member who elects COBRA.

**Benefit Waiting Period**

1st of mo after date of hire

**Consumer-Driven Health Plans**

FSA Admin  
No

DCA Admin  
No

HRA Admin  
No

HSA Admin  
Yes

RRA Admin  
No

Note: If employer accesses FSA and/or HRA, HSA, or RRA, one charge of \$3.70 per participant per month will be incurred and paid by EMPLOYER.

**HSA Administration**

Is the employer making deposits? No  Yes\*  \*If yes, please select deposit type and enter amount(s).

1. Monthly deposit.

Please enter the monthly deposit amounts here:

<u>EE Only</u>	<u>EE + Spouse</u>	<u>EE + Child(ren)</u>	<u>EE + Family</u>
\$ _____	\$ _____	\$ _____	\$ _____

2. One-Time Prefunded deposit.

Please enter the prefunded deposit amounts here:

<u>EE Only</u>	<u>EE + Spouse</u>	<u>EE + Child(ren)</u>	<u>EE + Family</u>
\$ _____	\$ _____	\$ _____	\$ _____

Will new employees hired during the plan year receive the full amount, prorated amount, other amount, or no deposits?

- Full amount
- Prorated amount

*NOTE: Prorated amounts will be calculated as follows: (Prefunded deposit ÷ 12) x remaining number of months in Plan Year*

Other amount

<u>EE Only</u>	<u>EE + Spouse</u>	<u>EE + Child(ren)</u>	<u>EE + Family</u>
\$ _____	\$ _____	\$ _____	\$ _____

No deposit

Are there different contributions based on other factors (ex: hourly vs salary)? If so, please explain here or attach additional information:

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Employer/Applicant acknowledges that TX Health Benefits Pool is not a Bank and cannot operate as a Bank Custodian. Because an HSA is a tax-exempt trust or custodial account set up with a qualified HSA trustee/custodian to pay or reimburse certain medical expenses incurred by a participating employee, TX Health Benefits Pool has no responsibility or liability for HSA trustee/custodian services. Employer Applicant further acknowledges that TX Health Benefits Pool can only assist with accessing the HSA vendor by assisting with enrollment, billing, and import of HSA contributions for deposit with the HSA vendor and only associated with Employer Applicant's qualifying High Deductible Health Plans (HDHP Plans). Employer/Applicant assumes the liability and responsibility of complying with any IRS or other federal regulations related to HSAs.

**Required Annual Eligibility and Enrollment Information**

Please provide the following information:

1. Will you allow Employee Self Service (ESS) via TXHB Online for Open Enrollment and Qualifying Life Events? No  Yes
2. Our records indicate that Employer Member DOES NOT currently have an Ordinance or Resolution authorizing the offering of Elected Official Benefit Coverage. Please contact your Account Executive/Account Manager if this needs to be updated.

**Signature Section**

The undersigned employer hereby acknowledges that for an employee to receive coverage, TX Health Benefits Pool must receive enrollment information within thirty-one (31) days of the date of hire or within thirty-one (31) days of the coverage effective date, whichever is later, regardless of whether the Employer has a waiting period or a waiting and orientation period. If an enrollment is not submitted within this timeline, the employee cannot be added to the Plan until the next Open Enrollment period or a qualifying event occurs.

**Employer Member Additional Acknowledgements and Agreements**

1. Employer Member acknowledges and agrees that its signature on this Renewal Notice and Benefit Verification Form indicates its binding selections for renewal services through TX Health Benefits Pool.
2. Employer Member acknowledges that certain benefit service selections require completion and execution of additional forms and agreements and agrees that it will work with all due diligence and in good faith to complete, execute, and return all necessary forms and agreements to TX Health Benefits Pool prior to the beginning of the Group's open enrollment.
3. Employer Member acknowledges that TX Health Benefits Pool will only allow open enrollment for renewal services in good faith and without receiving all necessary signed benefit service forms and agreements if:
  - A. A signed Renewal Notice and Benefit Verification Form with all necessary Employer Member selections and information has been received; and
  - B. Employer Member has in good faith attempted but failed to approve and return the applicable benefit service forms and agreements timely.
4. Employer certifies that it has adopted an Employee Flexible Benefits Plan under Section 125 of the Internal Revenue Code. This Plan is offered to all eligible employees who are qualified by employment status.
5. Employer certifies that it will provide notice of the creditable status of the coverage it offers to new enrollees prior to the effective date of their coverage, as required by the Medicare Modernization Act.
6. TX Health Benefits requires groups to enroll 100% of their benefit eligible employees. This is also known as the 100% Participation Rule. Employers may have employees that wish to waive Medical coverage through TX Health Benefits Pool, however, waivers may only be granted for the reasons enumerated in your Plan Book.

Please sign by the due date and return this completed form via email to your Account Executive/Account Manager or [marketing@txhb.gov](mailto:marketing@txhb.gov).



Tax ID Number

Authorized Signature

Date

Printed Name

Title

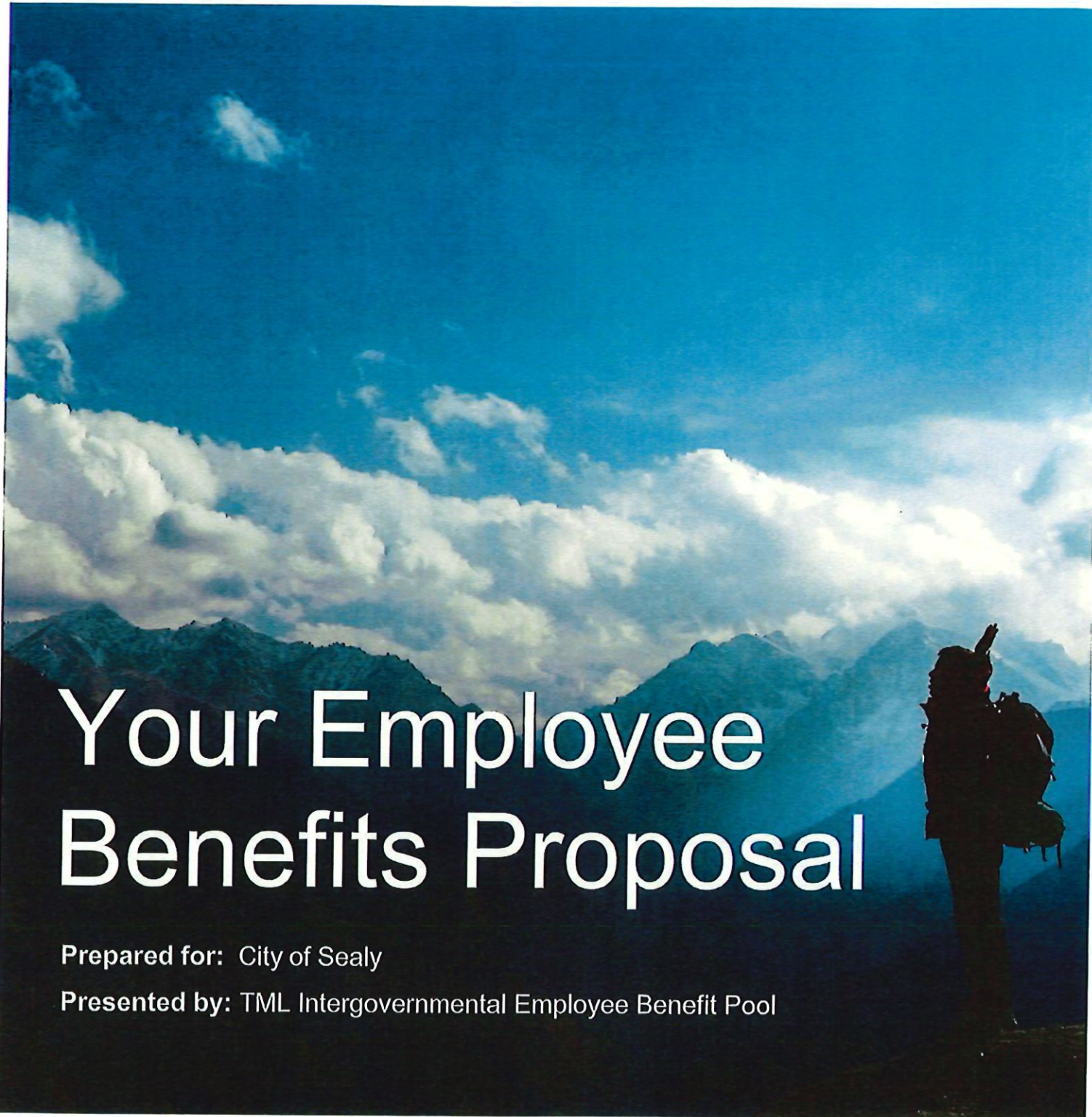
The rates are based on census information five months prior to plan year. If the census changes by more than 10%, TX Health Benefits Pool reserves the right to revise rates due to census change and underwriting impact.

Rates are subject to change due to intervening events such as action taken by the TX Health Benefits Pool Board of Trustees, legislation passed during the plan year, or other events affecting benefits.

Supplemental benefits cannot be accessed without accessing the TX Health Benefits Pool Medical Benefit Plan.

**YOUR RENEWAL QUOTE INCLUDES PROPRIETARY INFORMATION THAT SHOULD NOT BE SHARED WITH OTHER COMPETITORS OR USED TO CIRCUMVENT THE REQUIREMENTS OF TEXAS COMPETITIVE BIDDING LAWS. IN THE EVENT YOU RECEIVE A RENEWAL QUOTE AND LATER DECIDE TO ISSUE AN RFP, THE RENEWAL QUOTE MAY NOT BE SHARED WITH ANY OTHER COMPETITORS AS DOING SO WOULD DISADVANTAGE TX HEALTH BENEFITS POOL IN THE COMPETITIVE PROCESS. TX HEALTH BENEFITS POOL ALSO RESERVES THE RIGHT TO REVISE PREVIOUSLY ISSUED RATES IN RESPONSE TO YOUR RFP.**

Short Term Disability  
& Long Term  
Disability Proposal



# Your Employee Benefits Proposal

Prepared for: City of Sealy

Presented by: TML Intergovernmental Employee Benefit Pool

**Proposal Prepared on:**  
June 24, 2025

Long Term Disability Insurance  
Short Term Disability Insurance

**Proposed Effective Date:**  
October 1, 2025

Standard Insurance Company





## Long Term Disability Insurance

Protect your employees' income and your company's bottom line. This insurance comes with innovative resources designed to help you build a more productive workplace. Our Workplace Possibilities(SM) program, included at no extra cost, helps employees stay on the job and return to work sooner. While not all claims can be shortened, our customers are currently experiencing anywhere from a 10% to a 25% reduction in disability days who participate in the Workplace Possibilities Program. That's just one example of how we add real value as your partner.

### Covered Members

A regular employee of the Employer working 30 or more hours per week.

	Group LTD Plan 1	Group LTD Plan 2
Benefit Schedule	66 2/3%	60%
Insured Predisability Earnings	\$7,500	\$8,333
Maximum Monthly Benefit	\$5,000	\$5,000
Minimum Monthly Benefit	\$100	\$100
Benefit Waiting Period	90 Days	180 Days
Maximum Benefit Period	To age 65	To age 65
Guarantee Issue Benefit Amount	Full Benefit	Full Benefit
Employer Contribution	100%	100%
Minimum Participation	100%	100%
Taxability of Benefits	Taxable	Taxable
Own Occupation Period	24 Months	24 Months
Partial/Residual Disability	Included	Included
Preexisting Condition Period	3/12	3/12
Mental & Nervous Limitation	24 months	24 months
Substance Abuse Limitation	24 months	24 months
Other Limited Conditions	24 months	24 months
Return to Work Incentive	12 months	12 months
Employee Assistance Program	Included: 3 face-to-face	Included: 3 face-to-face



## Additional Plan Design Details

- The Standard pays the employer's matching FICA and Medicare taxes and prepares W-2s for members receiving LTD benefits.
- The plan includes the Workplace Possibilities(SM) program, an innovative approach to addressing and reducing the causes of absence and disability - with innovative tools and resources designed to help keep your employees productive and on the job.
- This coverage includes a \$25,000 Reasonable Accommodation Expense Benefit, which reimburses employers for workplace modifications that enable employees to return to or remain at work. The Reasonable Accommodation Expense Benefit is separate from the LTD claim payment.
- A Rehabilitation Plan Benefit is included, which increases the LTD benefit amount by 10% of predisability earnings, not to exceed the maximum benefit, when member is participating in an approved rehabilitation plan. This benefit will also assist in paying for approved expenses incurred by a disabled member a part of an approved rehabilitation plan.
- Survivors Benefit pays a lump sum equal to 3 times the non-integrated LTD benefit.
- Continuity of Coverage.
- The limitations included in the policy are combined lifetime limitations.



## Cost

	Group LTD Plan 1	Group LTD Plan 2
Members	55	55
Volume	\$283,361	\$287,652
Rate: Percent of earnings	.450	.284
Monthly Premium	\$1,275	\$815
Rate Guarantee	3 years	3 years

## Assumptions

- Sick leave payable to the member will be used as deductible income.
- Workers' compensation benefits will be considered deductible income.
- Benefits received from individual disability plans will not be used as deductible income.
- Primary and dependents Social Security benefits will be used as deductible income.
- Rates assume members participate in Social Security.
- Rates include electronic documents. Printed certificates are available for an additional cost.
- Rates assume billing is centralized in one location.

## Conditions

- Rate assumes that coverage is currently in force.
- Confirmation that you participate in Social Security is required.
- STD benefit payments end once the disabled member begins to receive LTD benefits.

## More Information

For additional information on the available features and benefits of Long Term Disability Insurance from The Standard:

Click here for California: <http://www.standard.com/ca-group-long-term-disability>  
 Click here for all other states: <http://www.standard.com/group-long-term-disability>



## Short Term Disability Insurance

When it comes to handling Short Term Disability claims, our team of experts is standing by. Our claims examiners have been with us for an average of 6 years, and our nurse case managers boast an average tenure of 8 years (internal company data as of October 1, 2024). With this kind of expertise, we can typically render our initial claim decision in just 3-5 days, because the last thing a claimant needs is a delay.

### Covered Members

A regular employee of the Employer working 30 or more hours per week.

	Group STD Plan 1	Group STD Plan 2
Benefit Schedule	66 2/3%	60%
Insured Predisability Earnings	\$1,500	\$1,667
Maximum Weekly Benefit	\$1,000	\$1,000
Minimum Weekly Benefit	\$15	\$15
Benefit Waiting Period Accident	14 Days	14 Days
Benefit Waiting Period Sickness	14 Days	14 Days
Maximum Benefit Period	76 Days	166 Days
Guarantee Issue	Full Benefit	Full Benefit
Employer Contribution	100%	100%
Minimum Participation	100%	100%
Taxability of Benefits	Taxable	Taxable
Partial/Residual Disability	Included	Included
Temporary Recovery	90 Days	90 Days
Maternity	Covered the same as any other illness	Covered the same as any other illness

### Additional Plan Design Details

- Health Advocacy Select solution is included. This service is provided in partnership with Health Advocate(SM) and is available to short term disability claimants to assist with navigating healthcare questions and concerns for the duration of their claim.
- This is a non-occupational plan providing coverage for disabilities occurring off the job.
- This coverage includes a Reasonable Accommodation Expense Benefit, which reimburses employers for workplace modifications that enable employees to return to or remain at work.
- With the Return To Work Incentive, work earnings will not be deducted until the benefit plus work earnings exceed 100% of Predisability Earnings.
- STD benefits are no longer payable once an insured member begins receiving LTD benefits.

Proposed Effective Date  
October 1, 2025

Prepared for:  
City of Sealy



## Cost

	Group STD Plan 1	Group STD Plan 2
Members	55	55
Volume	\$42,392	\$38,965
Rate: Per \$10 of Benefit	.179	.228
Monthly Premium	\$757	\$888
Rate Guarantee	3 years	3 years

## Optional Features & Services

Group STD Plan 1	Applies To:	Rate Change:	Premium Change:
With W-2 preparation and FICA Tax Service	All Eligible	+0.020	+\$86

Group STD Plan 2	Applies To:	Rate Change:	Premium Change:
With W-2 preparation and FICA Tax Service	All Eligible	+0.026	+\$101

- The Standard can pay the employer's matching FICA and Medicare taxes and prepare W-2s for members receiving benefits.

## Assumptions

- STD benefits will not be paid while a member is receiving sick pay.
- Rates include electronic documents. Printed certificates are available for an additional cost.

## Conditions

- Rate assumes coverage currently in force.
- STD benefits may be reduced by deductible income.
- State Disability and/or Own Medical Leave Benefits under Paid Family Medical Leave laws are considered deductible income.

## More Information

For additional information on the available features and benefits of Short Term Disability Insurance from The Standard, click here: <http://www.standard.com/group-short-term-disability>

Proposed Effective Date  
October 1, 2025

Prepared for:  
City of Sealy



Click here for California: <http://www.standard.com/ca-short-term-disability>  
Click here for all other states: <http://www.standard.com/group-short-term-disability>

Proposed Effective Date  
October 1, 2025

Prepared for:  
City of Sealy



## Producer Compensation Disclosure

We recognize the valuable role of insurance advisors, consultants and brokers ("producers") in helping their clients design an employee benefits program, and we support reasonable and fair compensation for these services. Producers may be eligible to receive compensation from The Standard.

The commission quoted in this proposal are noted below. Additionally, fees for administrative, marketing or consulting services may apply. If applicable, fees are noted below.

No commissions included for LTD and STD.

Unless participation is declined by the producer or client, contingent compensation is additional compensation that may also be paid and is dependent on the satisfaction of one or more minimum requirements, such as a specified amount of new premium volume or persistency in connection with the producer's block of business. For information about our customary producer rewards program visit [www.standard.com/financial-professional/insurance-benefits/compensation](http://www.standard.com/financial-professional/insurance-benefits/compensation). Some producers may have a contingent compensation arrangement that differs from our customary program. Please consult with your producer for additional details.

## About This Employee Benefits Proposal

We appreciate the opportunity to provide you with this benefit and cost summary proposal from The Standard. This document outlines certain important features of the group insurance coverages available. This is not a contract or an offer to contract for such coverages. Detailed information about other important features of the coverage proposed is available on request. Just ask your broker/consultant or your representative at The Standard.

A completed application must be submitted before a group can be considered for coverage. Insurance will be effective after the application is accepted by The Standard. If approved, we will issue a contract containing our customary language. It will not duplicate policy language from another carrier. The group contract will contain provisions and defined terms not described in this Employee Benefits Proposal. The group contract will control if there are discrepancies between it and this proposal.

This benefit and cost summary proposal expires on September 22, 2025, unless replaced or withdrawn by The Standard.

The proposed premium rate and plan design for each coverage are based on the underwriting data received by The Standard. Final premium rates and plan provisions will be determined by The Standard on the basis of: applicable state laws, policyholder contributions, confirmation of occupations, the actual composition of the group of persons who will become insured and our current underwriting rules and practices.

## Financial Strength Ratings

For information about our Financial strengths ratings visit: <https://www.standard.com/about-standard/company/financial-strength>

The Standard is a marketing name for StanCorp Financial Group, Inc. and subsidiaries. Insurance products are offered by Standard Insurance Company of 1100 SW Sixth Avenue, Portland, Oregon in all states except New York. Product features and availability vary by state and are solely the responsibility of Standard Insurance Company.

Survey of Cities  
Sick Accrual, Catastrophic Pools, STD, LTD

City	Population	Max Sick Accrual	Sick Leave Pool	STD	Waiting Period	Length of Coverage	Percentage of Salary	LTD	Waiting Period	Percentage of Salary
Columbus	3,786	720 hours	No	No	n/a	n/a	n/a	Yes	7 days	60%
Belville	4,217	480 hours	No	50/50	7 days	90 days	60%	50/50	90 days	60%
Mathis	4,285	160 hours	No	No	n/a	n/a	n/a	No	n/a	n/a
Crandall	4,995	Unlimited	No	Yes	14 days	11 weeks	60%	Yes	90 days	60%
Gilmer	5,100	720 hours	No	No	n/a	n/a	n/a	FY26	n/a	n/a
Justin	5,892	480 hours	Yes	Yes	14 days	11 weeks	60%	Yes	90 days	60%
Sealy	7,243	160 hours tier 2&3 /320 tier 1	No	No	n/a	n/a	n/a	No	n/a	n/a
Wharton	8,742	960 hours	No	No	n/a	n/a	n/a	Yes	90 days	70%
Rockport	10,929	Unlimited	Yes	No	n/a	n/a	n/a	No	n/a	n/a
Webster	12,182	Unlimited	Yes	No	n/a	n/a	n/a	Yes	90 days	66.67%
Azle	14,562	480 hours	No	Yes	30 days	9 weeks	60%	Yes	90 days	60%
Taylor	17,337	PTO - Based on years of service, min 552, max 744	No	No	n/a	n/a	n/a	Yes	90 days	60%
Bay City	17,561	Unlimited	Yes	No	n/a	n/a	n/a	No	n/a	n/a
Crowley	19,932	Unlimited	No	Yes	14 days	11 weeks	60%	Yes	90 days	60%
Angleton	20,206	PTO - based on years of service	Yes	No	n/a	n/a	n/a	No	n/a	n/a
Terrell	21,480	800 hours	Yes	No	n/a	n/a	n/a	Yes	90 days	60%
Ennis	23,686	PTO - Accrual based on position and years of service	Yes	No	n/a	n/a	n/a	No	n/a	n/a
Kerrville	24,930	960 hours for 8 hr shifts, 1440 hours for 12 hr shifts	No	No	n/a	n/a	n/a	Yes	90 days	60%
Paris	24,969	135 days/1080 hours	No	No	n/a	n/a	n/a	Yes	6 months	60%
Belton	25,171	480 hours	Yes	No	n/a	n/a	n/a	No	n/a	n/a
Lake Jackson	27,768	960 hours	Yes	No	n/a	n/a	n/a	Yes	180 days	60%
Eagle Pass	28,282	Unlimited	No	No	n/a	n/a	n/a	No	n/a	n/a
Forney	35,470	Unlimited	Yes	Yes	30 days	13 weeks	60%	Yes	90 days	60%
Saginaw	43,185	320 for 40 hr/wk ees, 480 for Firefighter/paramedics	No	In House	7 days	20 weeks	100%	No	n/a	n/a
Eules	59,686	1040 hours	No	Yes	30 days	6 months	66.67%	Yes	180 days	60%
San Marcos	71,569	Unlimited	Yes	No	n/a	n/a	n/a	Yes	90 days	60%
Cedar Park	77,516	Unlimited	Yes	No	n/a	n/a	n/a	Yes	90 days	60%
Brownsville	190,158	720 hours	Yes	No	n/a	n/a	n/a	FY26	n/a	n/a
Grand Prairie	202,134	Unlimited	No	No	n/a	n/a	n/a	Yes	6 months	50%
Frisco	225,007	PTO - Unlimited	No	Yes	30 days	120 days	60%	Yes	120 days	60%
Lubbock	266,878	720 hours	Sharing/Donation	No	n/a	n/a	n/a	Yes	180 days	66.67%
Arlington	398,431	1200 hours	Yes	No	n/a	n/a	n/a	Yes	120 days	60%

Item #6

**SUPPLEMENTAL AGREEMENT TO MULTIPLE USE AGREEMENT ALLOWING INSTALLATION OF LPR  
CAMERAS WITHIN THE HIGHWAY RIGHT OF WAY**

STATE OF TEXAS           §

COUNTY OF AUSTIN       §

THIS SUPPLEMENTAL AGREEMENT to the Multiple Use Agreement "Agreement", dated May 7th, 2025, allowing installation of LPR cameras within the highway right of way is entered by and through the Texas Department of Transportation, hereinafter referred to as "TxDOT", and the City of Sealy Police Department, hereinafter referred to as "SPD", and sets forth the additional terms and conditions for the installation and use of License Plate Reader cameras "LPR cameras" within the highway right of way.

SPD agrees to the following supplemental terms and conditions:

**A. VALIDATION OF LEGITIMATE LAW ENFORCEMENT PURPOSE**

1. SPD certifies that it has completed TxDPS's verification process by providing all necessary information required for TxDPS to verify whether SPD has a legitimate law enforcement purpose for the use of LPR cameras within the highway right of way.
2. SPD further certifies that TxDPS has provided SPD with a validation letter verifying and approving the SPD's use of LPR cameras within the highway right of way as for a legitimate law enforcement purpose. The SPD shall provide TxDOT a copy of the validation letter, which is to be attached to this Supplemental Agreement and further attached to the Agreement.

**B. DATA USAGE, SHARING, AND STORAGE**

1. "TxDPS LPR System" shall be defined as a system and/or network of LPR cameras installed on the highway right of way, consisting of data captured by TxDPS LPR cameras and data captured by any participating local, state, and federal agencies, if any, that is maintained, operated, and managed by TxDPS.
2. "LPR data" shall be defined as any and all information, including but not limited to, all images, locations, dates, and times, captured by LPR cameras operated, maintained, and installed within the highway right of way by Flock Safety on Behalf of SPD. In the event cameras are made part of TxDPS's LPR System "LPR data" shall also be defined to include all information, including but not limited to, all images, locations, dates, and times, captured by cameras installed, operated, and maintained by TxDPS, and/or other criminal justice or law enforcement agencies cooperating with the TxDPS LPR System.
3. All LPR data shall be owned, maintained, and stored by Flock Safety on Behalf of SPD or if the LPR cameras are part of the TxDPS LPR System, by TxDPS or a criminal justice or law enforcement agency cooperating with the TxDPS LPR System.

4. LPR data shall only be accessed, used, published, exchanged, or otherwise transferred by and to law enforcement or criminal justice personnel and strictly for law enforcement purposes. LPR data shall not be accessed by, used, sold, published, exchanged, or otherwise transferred to any commercial or private entity or individual for any reason. If LPR data is currently, or later discovered to be, accessible by commercial or private entities or individuals, access to such entities or individuals shall be immediately terminated. If such accessibility is not immediately terminated TxDOT may, at its sole discretion, require the immediate removal of the LPR cameras from the highway right of way and terminate the Agreement.
5. The use, sharing, and storage of LPR data shall comply with all applicable local, state, and federal laws and regulations.

#### **C. COMPLIANCE WITH SUPPLEMENTAL TERMS**

1. SPD shall comply with the terms and conditions of this Supplemental Agreement.
2. SPD shall require any vendor it employs to assist in the operation and maintenance of its LPR cameras to comply with the terms and conditions of this Supplemental Agreement, as well as all local, state, and federal laws and regulations.
3. SPD shall, upon request, certify compliance with the terms and conditions of this Supplemental Agreement, and provide any and all information requested by TxDOT to ensure compliance with this Supplemental Agreement at no cost to TxDOT.
4. SPD acknowledges and agrees that any violation of the above terms and conditions may, at the sole discretion of TxDOT, result in the termination of the Agreement, and if terminated, the removal of all LPR cameras from within the highway right of way at the expense of SPD.

#### **D. RESPONSIBILITY**

1. SPD acknowledges that TxDOT does not have access to any LPR data. SPD acknowledges and agrees that SPD is individually responsible for obligations required under the Texas Public Records Act for requests made seeking LPR data.
2. SPD acknowledges that it has, and agrees to assume, full responsibility regarding the installation and use of its LPR cameras on the highway right of way, including, but not limited to, any and all responsibility pertaining to the use, storage, and release of LPR data collected by the LPR cameras and/or System authorized by this agreement.

Any person executing this Supplemental Agreement in a representative capacity hereby warrants that he/she is duly authorized to do so.

**IN TESTIMONY WHEREOF**, the parties hereto have caused this Supplemental Agreement to be executed in duplicate. The Supplemental Agreement becomes effective when fully executed by both parties.

**Texas Department of Transportation**

By: \_\_\_\_\_

Title: Maintenance Division Director \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Sealy - Police Department**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

# I. Executive Session

Item #8

Item #9

**Item #10**

**Item #11**

## Item #12

Reports, Announcements, or  
Requests from  
Councilmembers

J. Adjourn