



**NOTICE OF REGULAR MEETING
SEALY CITY COUNCIL
CITY COUNCIL CHAMBERS
415 MAIN STREET
SEALY, TX 77474
WEDNESDAY, SEPTEMBER 3, 2025
6:00 P.M.**

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

Comments may not be addressed to or at individuals and are limited to three minutes per speaker; however, if a large quantity of individuals has registered to speak, the time may be reduced. Speakers may not poll the council members or attendees.

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

F. Proclamation(s)

- **Remembrance of 9/11**

G. 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.)

- **August 17, 2025, Special Agenda Minutes**
- **August 18, 2025, Special Agenda Minutes**
- **Ordinance to Disannex the City's Limb Pile Site
(Second of two readings)**
- **Austin County Emergency Communications District Annual Budget –
October 2025-September 2026**

H. Presentation(s)

- **Rexville Crossing**

I. Business

1. **Presentation, Discussion, and Possible Action regarding the Status of the Professional Services Task Order with Scott Maddux of Studio M6, approved on May 29, 2025, regarding ADA improvements.**

City of Sealy, Texas
Council Meeting Agenda
September 3, 2025

2. Presentation, Discussion, and Possible Action regarding Chapman/B&PW Park Parking Expansion.
3. Discussion and Possible Action regarding Awarding or Rejecting Bid(s) for Rexville Road Water Plant Project.
4. Discussion and Possible Action regarding Amending request from Austin County to allow Voting at the W. E. Hill Community Center for Constitutional Amendment Election on Tuesday, November 4, 2025, with Set-Up: Friday, October 17, 2025; and Pick-Up on Wednesday, November 5, 2025.
5. Discussion and Possible Action regarding Approving a One-Year Extension of Depository Services with Wells Fargo.
6. Discussion and Possible Action regarding Renewing Contract for Gas Department Regulatory Compliance Support by Enserv Solutions.
7. Discussion and Possible Action regarding the Annual Nomination for the Purchase and Sale of Natural Gas Pursuant to Approval of a Gas Sales Contract with West Texas Gas (WTG) Marketing, LLC.
 - Exhibit A – Gas Gate 1 & 2
 - Exhibit A-1 – Gas Gate 3
8. Discussion and Possible Action regarding Placement of Two New Flock Safety Cameras received through MVCPA Grant Award at:
 - On FM 2187 East of FM 1094 (TXDOT Right-of-Way)
 - On Rexville Road just past Kloecker Road (City Right-of-Way)
9. Discussion and Possible Action regarding Ratification of the Replacement of Toughbook Laptops in the Police Department vehicles not to exceed \$50,000.
10. Discussion and Possible Action regarding Amending Chapter 70 Park Ordinance – Rules.
11. Discussion and Possible Action regarding Awarding the Wayfinding Sign Project and Contract.
12. Discussion and Possible Action regarding Amending the Master Fee Schedule Ordinance.
(First of two readings)
 - Solid Waste Rates
13. Discussion and Possible Action regarding Replacement of the Sound System in the City Council Chambers at City Hall.

J. 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.

- Cemetery
- Oak Haven – Municipal Utility District (MUD) #2
- D R Horton: Owner's Ratification of Plats for Westward Pointe Section 4
- 312 Tax Abatement Agreement
- Letter from BVS Home Heating and A/C Repair Dated August 4, 2025

14. Reconvene into regular session and consider action, if any, on items discussed in Executive Session.

15. Discussion and Possible Action regarding the Mayor to Execute an Owner's Ratification of Plats for D. R. Horton – Westward Point Section 4.

16. Reports or Requests from the City Manager and Discussion:

17. Reports, Announcements, or Requests from Councilmembers.

K. 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).



Sandra Vrabec, City Secretary

F. Proclamation(s)



Whereas,

the United States of America was brutally attacked on our own soil on September 11, 2001, through a senseless and cowardly act of terrorism; and

Whereas,

innocent people were killed and injured, and our citizenry was threatened as a result of these horrific acts; and

Whereas,

the death and destruction did not weaken the spirit of the American people, but instead, it united our citizenry and resulted in public and private expressions of heroism, compassion, and patriotism; and

Whereas,

we salute those who responded to the tragic events with their courage and selfless determination, resources, and skill, and in some instances, their lives;

Now therefore, be it resolved that the City Council of the City of Sealy proclaims September 11th as a day to remember and reflect on the tragedies that occurred twenty-three years ago; and that the citizens of Sealy, in honor of the individual and collective victims of September 11th, observe a moment of silence at Noon on September 11th; and be it further

Resolved, that we proudly proclaim the liberties, freedoms, and privileges that we, as citizens of the United States have been granted; and that we work to preserve democracy as it exists in this great nation standing strong together in our commitment to end terrorism; not letting the losses our country suffered on September 11th be in vain, but rather that we dedicate our time, talents and energy to service of our country and of each other in hopes of creating the "stronger, more perfect union" envisioned by our nation's founders.

Signed this 3rd day of September 2025.



Carolyn Bilski, Mayor



G. Consent Agenda



**MINUTES
SEALY CITY COUNCIL
CITY COUNCIL CHAMBERS
415 MAIN STREET
SEALY, TX 77474
SUNDAY, AUGUST 17, 2025
6:00 P.M.**

The City Council of the City of Sealy, Texas, conducted the meeting scheduled for August 17, 2025, at 6:00 p.m., at the Sealy City Council Chambers located at 415 Main Street, Sealy, Texas, 77474.

A. Call to Order

Mayor Bilski called the meeting to order at 6:00 p.m.

B. Invocation and Pledges of Allegiance

Mayor Bilski gave the Invocation and led the Pledges of Allegiance

C. Roll Call and Certification of a Quorum

Present:

Carolyn Bilski	Mayor
Dee Anne Lerma	Councilmember, Place 1, Mayor Pro Tem
Chris Noack	Councilmember, Place 2
Bradley Miller	Councilmember, Place 3
Edward Zapalac	Councilmember, Place 5
Adam Burttschell	Councilmember, Place 6

Absent:

Theadra Curry	Councilmember, Place 4
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A quorum was declared present.

Staff Attending:

Kimbra Hill, City Manager
Sandra Vrablec, City Secretary
Tim Kirwin, City Attorney
Jennifer Matura, Finance Director
Russell Grimes, Assistant Chief of Police
Patrick Parsons, Public Works Director

D. Petitions(s) and Public Comments

Ruth Brooks, Observe only

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

A motion was made by Councilman Zapalac to Approve the Agenda.
Councilman Miller seconded the motion. Mayor Bilski called for the vote.

AYES: Bilski, Lerma, Noack, Curry, Zapalac, Burttschell
NOES: None

The motion carried.

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. Public Hearing: The City Council will hold a Public Hearing to receive comments concerning the Proposed City of Sealy Fiscal Year 2025-2026 Budget.

Mayor Bilski Opened the Public Hearing at 6:02 p.m.

No one spoke.

Mayor Bilski Closed the Public Hearing at 6:03 p.m.

H. Business

- 1. Discussion and Possible Action to either Postpone the Vote or Approve an Ordinance Adopting the City of Sealy, Texas Budget for the Fiscal Year 2025-2026 (Per the City of Sealy Home Rule Charter, Section 3.12 (1) Procedure to Enact Legislation, Section 7.02 E. Adoption)
(Only one reading is required for Final passage of this Ordinance)
(A record vote will be taken).**

A motion was made by Councilwoman Lerma to Approve an Ordinance Adopting the 2025-2026 Budget.
Councilman Burttschell seconded the motion. Mayor Bilski called for the vote. A record vote was taken.

Bilski: AYE
Lerma: AYE
Noack: AYE
Miller: AYE
Curry: ABSENT
Zapalac: AYE
Burttschell: AYE

The motion carried.

Ordinance No. 2025-23

**2. Discussion and Possible Action to Ratify the Proposed Property Tax Increase reflected in the Budget.
(A record vote will be taken.)**

A motion was made by Councilman Miller to Ratify the Proposed Property Tax Increase reflected in the Budget.
Councilwoman Lerna seconded the motion. Mayor Bilski called for the vote. A record vote was taken.

Bilski: AYE
Lerma: AYE
Noack: AYE
Miller: AYE
Curry: ABSENT
Zapalac: AYE
Burttschell: AYE

The motion carried.

3. Reports, Announcements, or Requests from Councilmembers.

Mayor Bilski	None
Councilwoman Lerna	None
Councilman Noack	None
Councilman Miller	None
Councilwoman Curry	Absent
Councilman Zapalac	None
Councilman Burttschell	None

I. Adjourn

A motion was made by Councilman Miller to Adjourn.
Councilwoman Lerna seconded the motion. Mayor Bilski called for the vote.

AYES: Bilski, Lerma, Noack, Miller, Zapalac, Burttschell
NOES: None

The motion carried. The City Council meeting adjourned at 6:10 p.m.

PASSED AND APPROVED this 3rd day of September 2025.

Carolyn Bilski, Mayor

ATTEST:

Sandra Vrabec, City Secretary



**MINUTES
SEALY CITY COUNCIL
CITY COUNCIL CHAMBERS
415 MAIN STREET
SEALY, TX 77474
MONDAY, AUGUST 18, 2025
6:00 P.M.**

The City Council of the City of Sealy, Texas, conducted the meeting scheduled for August 18, 2025, at 6:00 p.m., at the Sealy City Council Chambers located at 415 Main Street, Sealy, Texas, 77474.

A. Call to Order

Mayor Bilski called the meeting to order at 6:00 p.m.

B. Invocation and Pledges of Allegiance

Mayor Bilski gave the Invocation and led the Pledges of Allegiance

C. Roll Call and Certification of a Quorum

Present:

Carolyn Bilski	Mayor
Dee Anne Lerma	Councilmember, Place 1, Mayor Pro Tem
Chris Noack	Councilmember, Place 2
Bradley Miller	Councilmember, Place 3
Theadra Curry	Councilmember, Place 4
Edward Zapalac	Councilmember, Place 5
Adam Burttschell	Councilmember, Place 6

Absent:

None

A quorum was declared present.

Staff Attending:

Kimbra Hill, City Manager
Sandra Vrablec, City Secretary
Tim Kirwin, City Attorney
Jennifer Matura, Finance Director
Russell Grimes, Assistant Chief of Police
Patrick Parsons, Public Works Director
Fawn Mackey, Court Administrator
Mike Barrow, Assistant City Manager
Bill Atkinson, EDC Director

D. Petitions(s) and Public Comments

Ruth Brooks, Observe Only
Trina Hultstrand, Observe Only
Shoshana Taylor, Talked about the Budget
Jim Garrett
Scott Lease

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

A motion was made by Councilman Zapalac to move the Presentation to after Business Item No. 5 and Approve the Agenda.

Councilman Burttschell seconded the motion. Mayor Bilski called for the vote.

AYES: Bilski, Lerma, Noack, Miller, Curry, Zapalac, Burttschell

NOES: None

The motion carried.

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.)

- **August 5, 2025, Regular Agenda Minutes**
- **August 6, 2025, Workshop Agenda Minutes**
- **Financial Report: June 30, 2025**
- **Third Quarter Investment Report**
- **Ordinance for Disannexation from Frankie Corte, approximately 111.116 acres located on Sens Road, Sealy, Texas 77474. Austin County, Texas. (Second of two readings)**

Ordinance No. 2025-25

- **Resolution for the Sealy Area Historical Society Museum Project. (Second of two readings)**

Resolution No. 2025-32

A motion was made by Councilwoman Lerma to Approve the Consent Agenda. Councilman Miller seconded the motion. Mayor Bilski called for the vote.

AYES: Bilski, Lerma, Noack, Miller, Curry, Zapalac, Burttschell

NOES: None

The motion carried.

G. Public Hearing: The City Council will hold a Public Hearing to receive comments concerning the Proposed City of Sealy 2025 Tax Rate of 0.37731.

Mayor Bilski Opened the Public Hearing at 6:03 p.m.

Shoshana Taylor spoke.

Mayor Bilski Closed the Public Hearing at 6:07 p.m.

I. Business

- 1. Discussion and Possible Action to Approve an Ordinance Adopting the City of Sealy, Texas Budget for the Fiscal Year 2025-2026 (Per the City of Sealy Home Rule Charter, Section 3.12 (1) Procedure to Enact Legislation, Section 7.02 E. Adoption)
(Only one reading is required for Final passage of this Ordinance)
(A record vote will be taken).**

This Item was voted on and passed on August 17, 2025.

- 2. Discussion and Possible Action to Ratify the Proposed Property Tax Increase reflected in the Budget.
(A record vote will be taken.)**

This Item was voted on and passed on August 17, 2025.

- 3. Discussion and Possible Action to Approve the Interest and Sinking (I&S), or Debt Service, component of the 2025 Property Tax Rate.
(A record vote will be taken)**

A motion was made by Councilwoman Lerma to Approve the Interest and Sinking (I&S) or Debt Service Component of the 2025 Property Tax Rate of 0.17629 cents per \$100 valuation. Councilman Miller seconded the vote. Mayor Bilski called for the vote. A record vote was taken.

Bilski: AYE
Lerma: AYE
Noack: AYE
Miller: AYE
Curry: AYE
Zapalac: AYE
Burttschell: AYE

The motion carried.

**4. Discussion and Possible Action to Approve the Maintenance and Operations (M&O) component of the 2025 Property Tax Rate.
(A record vote will be taken)**

A motion was made by Councilman Miller to Approve the 2025 Maintenance and Operations Property Tax Rate of 0.20102 per \$100 valuation.
Councilman Noack seconded the motion. Mayor Bilski called for the vote. A record vote was taken.

Bilski: AYE
Lerma: AYE
Noack: AYE
Miller: AYE
Curry: AYE
Zapalac: NOE
Burttschell: AYE

The motion carried.

**5. Discussion and Possible Action to Approve an Ordinance providing for the Assessment, Levy, and Collection of Ad Valorem Tax of the City of Sealy, Texas, for the Year 2025.
(Per the City of Sealy Home Rule Charter, Section 3.12 (1) Procedure to enact Legislation, and Section 7.02 E. Adoption),
(Only one reading is required for the Final passage of this Ordinance)
(A record vote will be taken.)**

A motion was made by Councilman Miller to Approve the Ordinance and move that the Property Tax Rate be increased by the Adoption of a Tax Rate of 0.37731, which is effectively a 31.5% increase in the Tax Rate.
Councilman Noack seconded the motion. Mayor Bilski called for the vote. A record vote was taken.

Bilski: AYE
Lerma: AYE
Noack: AYE
Miller: AYE
Curry: AYE
Zapalac: NOE
Burttschell: AYE

The motion carried.

Ordinance No. 2025-24

Councilman Miller left the meeting at 6:13 p.m.

H. Presentation(s)

- **Virgil and Josephine Gordon Memorial Library Semi-Annual Report (Postponed)**
- **Oak Haven**

6. Discussion and Possible Action regarding a Professional Services Agreement for Magistrate Services.

A motion was made by Councilwoman Lerma to Approve. Professional Services Agreement for Magistrate Services with Clyde Drake.

Councilman Zapalac seconded the motion. Mayor Bilski called for the vote.

AYES: Bilski, Lerma, Noack, Curry, Zapalac, Burttschell

NOES: None

The motion carried.

7. Discussion and Possible Action regarding the Library Service Agreement with Virgil and Josephine Gordon Memorial Library.

A motion was made by Councilman Zapalac to Approve the Library Service Agreement with Virgil and Josephine Gordon Memorial Library.

Councilwoman Curry seconded the motion. Mayor Bilski called for the vote.

AYE: Bilski, Lerma, Noack, Curry, Zapalac, Burttschell

NOES: None

The motion carried.

8. Discussion and Possible Action regarding Approval to Repair Water Well #5 and Water Well #6 contingent on TCEQ Approval of Corrective Action.

A motion was made by Councilwoman Curry to Approve the Repair and to Repair Water Well #5 and Water Well #6, contingent on TCEQ Approval of Correction Action.

Councilman Noack seconded the motion. Mayor Bilski called for the vote.

AYES: Bilski, Lerma, Noack, Curry, Zapalac, Burttschell

NOES: None

The motion carried.

**9. Discussion and Possible Action regarding an Ordinance to Disannex the City's Limb Pile Site.
(First of two readings)**

A motion was made by Councilwoman Lerma to Approve. This is the first of two readings. Councilwoman Curry seconded the motion. Mayor Bilski called for the vote.

AYES: Bilski, Lerma, Noack, Curry, Zapalac, Burttschell
NOES: None

The motion carried.

10. Discussion and Possible Action regarding Federal Surplus Property Program.

A motion was made by Councilwoman Lerma to Approve. Councilwoman Curry seconded the motion. Mayor Bilski called for the vote.

AYES: Bilski, Lerma, Noack, Curry, Zapalac, Burttschell
NOES: None

The motion carried.

11. Discussion and Possible Action regarding the Mayor to Execute an Owner's Ratification of Plats for D. R. Horton – Westward Point Section 4.

A motion was made by Councilwoman Lerma to Table this Agenda Item. Councilman Zapalac seconded the motion. Mayor Bilski called for the vote.

AYES: Bilski, Lerma, Noack, Curry, Zapalac, Burttschell
NOES: None

The motion carried.

12. Reports or Requests from the City Manager and Discussion:

- Legal Projects Status Update
- Boo Bash – October 31
- Ghost Tour – November 1

13. Reports, Announcements, or Requests from Councilmembers.

Councilman Burttschell	None
Councilman Zapalac	None
Councilwoman Curry	None
Councilman Miller	Absent
Councilman Noack	None

Councilwoman Lerma Statement: Thank you, Kimbra, you, and your staff have put an enormous amount of time into our budget, our tax rate, our projects, and I could go on and on and on. And I don't think that we thank you enough. We would not let you read your 14 page speech. We've all read it, and it truly is phenomenal. And I would like to say to this council, in addition to Kimbra y'all do a great job. I mean, we, all of us, are from this community. We've been here, I think we're all born and raised here. This is our home. We have been here for some of it's very long time. And I think that every decision that we make, we really consider not just our home and our hometown, but the people who are our neighbors, the people we go to church with, the people that we dine with, and that we see in the grocery store, and when we're pumping gas. I really feel that we are all very mindful in every decision that we make. Whether we're spending money, we're saving money, how we're allocating that money. And Kimbra, I just want to tell you how very proud I am of you and to have you and this council picked you. You are the most efficient City Manager I have seen here. I've been on this council for almost eight and a half years. I sat in these council chambers for over three years prior to running, and not one time did I ever see a City Manager act as professional as you and to be as mindful in your spending and what you present to us, our packets are complete. They're very concise, and I just want to thank you for that. I'm very excited that the state now tells you that we have to get that a day earlier so that your council here has a better opportunity to go out into the public, and I know that several of us actually take our packet and we go out and we look at these sites. I visited this Oak Haven site. I'm very familiar with it. I'm sure that you guys did too.

And I just want to take a minute for all of us to pat ourselves on the back because you guys do a really, really good job. I've been doing this a long time, getting a little tired, but you just do an awesome job. And Kimbra, you have an amazing staff that is very supportive of you and very supportive of this council. And I want to thank the staff for always being so very efficient in your reports and what you bring to us. And I just want to tell you, you're doing a great job. Thank you, and thank you to this council.

Mayor Bilski I do want to make a few statements to address the Public Hearing comments. I think it's fair to the public that's listening on the video that they understand the Historical Society money was not tax money from your property tax. It was part of the sales tax through the Economic Development and you would be very surprised to see that sales tax at work. You are welcome to look at a budget if you do use the website. Go online and look, Ms. Taylor, and you will see some of these things. Regarding the sales tax when my granddaughter came to the chamber luncheon when we talked about sales tax, and she said, Well, nobody should eat out of Sealy. They should eat in town because the sales tax helps keep the property tax. I said they should eat in town. They shouldn't go to Katy, they shouldn't go to Bellville. They should eat in Sealy, because she's 16 years old and she was astute to hear that. And I think we work very hard. I certainly agree with

everything you said (Councilwoman Lerma). I think the staff is a wonderful team. I think we work really hard to do the right things and that Certificates of Obligation, which is raising the tax rate, is something that was very necessary because when you have 40 and 50 year old wells and wastewater treatment plants that need winterization and all the things that were neglected for so many years before 2017. Literally we were are trying to get these things fixed. I think it is very important that the public understand that. And I want you to understand that as a newcomer, because as she said, we are mostly people that have been born and raised here, and we can't stop the growth that's Texas. It is growing everywhere, but we can manage the growth. And that's what this council and staff work so hard to do. So, we're not, we can't put up a barbed wire fence at the river, even though some people would like that. We have to be here to manage the growth. And to me, public safety, taking care of our law enforcement and giving them the compensation they need to keep you safe if you call, that's very important. I had; I will have to share this little story. Chief, today, there was a gentleman walking with a walker to get down Frydek Road to cross the highway to come downtown. So, I pulled over, and I thought maybe he's, you know, confused. I said, Can I help you? And he said, No, I need to get to Wittenberg. Very soft spoken. You could hardly hear him. I said, Well, let me pull over and I put him in my car, put his walker in my truck, and I said, I can't stay. I have a meeting at City Hall at two. I can't, he said, that's okay. I'll find somebody to give me a ride back. And so, I called, I told the Wittenberg lady, I said, we might have to ask for a courtesy call from our PD. So, I called Chief and said, If you get a phone call, and he said, We recognize a gentleman. He had given me his name, and he said, We believe in helping when it's needed and so those are things, and how many times have I, when you read those reports, they've saved us from being on the news, from robberies and stabbings and domestic violence things by going in and using your skills. So, on behalf of this council Chief, please pass that on. Sure. And we really appreciate you're taking over on October 1st and Chief Reeves is going to retire and hopefully enjoy his retirement. That's well deserved. And our Public Works water leak down Hardeman running water. You know, people were calling me. I said, they're on it. You see those little cones; they already know about it. They're fixing it. So, I mean, we couldn't do without this wonderful staff. And thanks to all for what you do. And if you have any questions about anything, you can call us. I'll give you a business card, call Kimbra, and we will be glad to sit down and explain things in greater detail so that you feel more comfortable with your time here in Sealy. And we encourage people to come in and understand what's going on. By all means, I don't know if you're in a subdivision or if you're out in the general old Sealy, but we certainly want to encourage you to be a participant. And thank you for coming. It does us good to see the public pay attention. So, thank you for that.

J. Adjourn

A motion was made by Councilwoman Lerma to Adjourn.
Councilwoman Curry seconded the motion. Mayor Bilski called for the vote.

AYES: Bilski, Lerma, Noack, Curry, Zapalac, Burttschell
NOES: None

The motion carried. The City Council meeting adjourned at 6:46 p.m.

PASSED AND APPROVED this 3rd day of September 2025.

Carolyn Bilski, Mayor

ATTEST:

Sandra Vrablec, City Secretary

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY OF SEALY, TEXAS, DISANNEXING A CERTAIN TRACT OF LAND; REPEALING ALL OTHER ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT OR INCONSISTENT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the City Council of the City of Sealy, Texas, ("City") is a home-rule municipality authorized by Texas Local Government Code, Section 42.142, to disannex an area lying within the City's corporate and territorial limits; and

WHEREAS, Section 2.02 of the City's Charter specifically authorizes the City Council to detach or disannex property from the City's corporate and territorial limits; and

WHEREAS, the City Council desires to detach and disannex 29.97 acres, which is owned by the City, on Downey Road ("Disannexation Property");

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

Section 1. The facts and recitations contained in the preamble to this ordinance are true and correct and incorporated herein for all purposes.

Section 2. Disannexation. The following City owned Disannexation Property is hereby detached and disannexed from the corporate and territorial limits of the City of Sealy. The Disannexation Property being more particularly described as 29.97 acres on Downey Road as described on Exhibit "A" and depicted on Exhibit "B" which are attached hereto and incorporated herein for all purposes.

Section 3. The official map and boundaries of the City of Sealy is hereby amended so as to remove the Disannexation Property from its corporate and territorial limits.

Section 4. Except for the Disannexation Property, no other property is detached, disannexed, or impacted by this Ordinance.

Section 5. Repeal. All ordinances or parts of ordinances in conflict herewith are repealed.

Section 6. Severability. In the event any section, paragraph, subdivision,

clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part of provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Sealy, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 7. *Effective Date.* This ordinance shall become effective immediately upon passage at second reading.

PASSED AND APPROVED at this first reading on the _____ day of _____ 2025.

PASSED, APPROVED AND ADOPTED at this second reading on the _____ day of _____ 2025.

Carolyn Bilski, Mayor

ATTEST:

Sandra Vrabec, City Secretary



Exhibit "A"

STATE OF TEXAS
COUNTY OF AUSTIN

SAN FELIPE DE AUSTIN SURVEY, ABSTRACT NO. 5

DESCRIPTION OF A 29.97 ACRE TRACT OUT OF THE SAN FELIPE DE AUSTIN SURVEY, ABSTRACT NO. 5, AUSTIN COUNTY, TEXAS AND THAT SAME CALLED 29.987 ACRE TRACT DESCRIBED IN A DEED DATED JUNE 2, 1978 FROM HILDA KOY, ET AL TO CITY OF SEALY, TEXAS, RECORDED IN VOLUME 401, PAGE 10, AUSTIN COUNTY DEED RECORDS FOR WHICH REFERENCE IS MADE AND THE SAID 29.97 ACRE TRACT BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found [Grid Coordinates: N 13,845,518.76 USft E 2,874,000.11 USft] in the Easterly line of Downey Road, for the Southwest corner of a called 2.974 acre tract described as Lot 7, in a deed dated December 28, 2017 from Major Investments, LP to Terry Koy, Trustee of the Koy Land Trust 2, recorded in File No. 176368, Official Property Records Austin County, being the common Northwest corner of the herein described tract;

THENCE North 87° 40' 19" East (called South 89° 11' 09" East) along the Southerly lines of said Lot 7, a called 5.423 acre tract described as Lot 5, in a deed dated December 28, 2017 from Major Investments, LP to Terry Koy, Trustee of the Koy Land Trust 2, recorded in File No. 176368, Official Property Records Austin County, and a called 5.430 acre tract described as Lot 3, in a deed dated December 28, 2017 from Major Investments, LP to Terry Koy, Trustee of the Koy Land Trust 2, recorded in File No. 176368, Official Property Records Austin County, being the Northerly line of the herein described tract at 1057.41 feet passing a 1/2 inch iron rod found 0.40 feet left of line, continuing with the Southerly line of a called 5.39 acre tract described as Lot 1, in a deed dated March 5, 2024 from Simon Campos, Jr., Independent Executor of the Estate of Simon Campos, Sr., deceased to Simon Campos, Jr., recorded in File No. 241024, Official Property Records Austin County a total distance of 1299.74 feet (called 1300.38') to a 1/2 inch iron rod found for the Northwest corner of a called 0.156 acre easement described in dated July 2, 1978 from Hilda Koy, et al to City of Sealy, Texas, recorded in Volume 401, Page 10, Deed Records Austin County, the common Northwest corner of a called 2.10 acre tract described in a deed dated February 24, 1976 from Willie Blacknell Barley to Jewell Cloud, recorded in Volume 376, Page 896, Deed Records Austin County, being the common Northeast corner of the herein described tract;

THENCE South 02° 40' 42" East (called South 00° 25' 47" West) along the Westerly line of said 2.10 acre tract, being the Easterly line of the herein described tract at 592.23 feet passing a 1/2 inch iron rod found 1.10 feet left of line, continuing with the Easterly line of the herein described tract for a total distance of 1000.16 feet (called 1000.21') to a 1/2 inch iron rod in the Northerly line of a called 11.494 acre tract described in a deed dated September 12, 1988 from First Texas Paper Company to Vicente Banon Requena, recorded in Volume 590, Page 334, Deed Records Austin County, for the Southeast corner of the herein described tract;

THENCE South 87° 28' 40" West (called North 89° 24' 59" West) along the Northerly line of said 11.494 acre tract and a called 1 - 1/2 acre tract described in a deed dated September 15, 1971 from Albert Garling to Willie McDonald, et ux, recorded in Volume 331, Page 247, Deed Records Austin County, being a Southerly line of the herein described tract a distance of 505.35 feet (called 505.56') to a 1-1/4 inch iron pipe found for an angle point of the herein described tract;

THENCE South 87° 11' 20" West (called North 89° 38' 06" West) continuing along the Northerly lines of said 1 - 1/2 acre tract, and a called 0.83 acre tract described in a deed dated August 24, 2010 from Herman Butler, et

DRIVING PERFORMANCE. DELIVERING RESULTS.

ux to Shirley Cooper, recorded in Clerk File No. 103304, Official Property Records Austin County, being the common Southerly line of the herein described tract a distance of 400.00 feet (called 400.42') to a 5/8 inch iron rod found for the Northwest corner of said called 0.83 acre tract, being a called angle point of the herein described tract, being the common Northeast corner of the called residue of called 1.98 acre tract described in a deed dated may 31, 1969 from Maggie Garland to Freddie Sparks, et ux, recorded in Volume 310, Page 347, Deed Records Austin County;

THENCE South 87° 29' 14" West (called North 89° 24' 19" West) with the Northerly line of above said residue of called 1.98 acres, the Northerly line of a called 1-1/2 acre tract described in a deed dated October 18, 2001 from Yvonne Zellis to Brendalyn J. Hall, recorded in Clerk File No. 016060, Official Property Records Austin County, a common Southerly line of the herein described tract a distance of 397.78 feet (called 397.02') to a 1/2 inch iron rod found in the Easterly line of Downey Road, for the Northwest corner of said Hall 1-1/2 acre tract, being the common Southwest corner of the herein described tract;

THENCE North 02° 29' 03" West (called North 00° 34' 45" East) with the Easterly line of Downey Road, being the common Westerly line of the herein described tract a distance of 1006.51 feet (called 1006.89') to the **POINT OF BEGINNING**, containing **29.97 ACRES** of land, more or less.

1. Bearing Basis: Texas Lambert Grid, Texas South Central Zone, NAD 83/2011 (EPOCH: 2010)
2. All distances are surface values, to obtain grid values multiply surface distances by a Combined Scale Factor of 0.999870017
3. Any reference to a 5/8" iron rod set w/cap is a 5/8" iron rebar 24" inches long and set with a 2" aluminum cap stamped "FSC INC – TX FIRM #10000100".

This metes and bound description and plat attached hereto represent an on-the-ground survey made under my supervision on July 31, 2025.

Matthew W. Loessin
Registered Professional Land Surveyor No. 5953
Project No. 2025030098
Word File: 2025030098_29.97_acre_m&b.docx
ACAD File: 2025030098.dwg

Date: August 4, 2025



**SURVEY PLAT OF 29.97 ACRES
SAN FELIPE DE AUSTIN SURVEY ABSTRACT NO. 5
AUSTIN COUNTY, TEXAS**

HORIZONTAL DATUM: NAD83/2011 (EPOCH 2011)
VERTICAL DATUM: NAVD 88
COMBINED SCALE FACTOR: 0.999870017
BEARING BASIS: TX LAMBERT GRID SOUTH CENTRAL ZONE
DISTANCES SHOWN ARE SURFACE VALUES

- LEGEND**
- 1/2" IRON ROD FOUND
 - 3/8" IRON ROD FOUND
 - 1 - 1/4" IRON PIPE FOUND
 - POWER POLE
 - GUY ANCHOR
 - ELECTRIC METER
 - OVERHEAD ELECTRIC LINE
 - WIRE FENCE
 - () RECORD/PREVIOUS SURVEY INFORMATION

Exhibit "B"

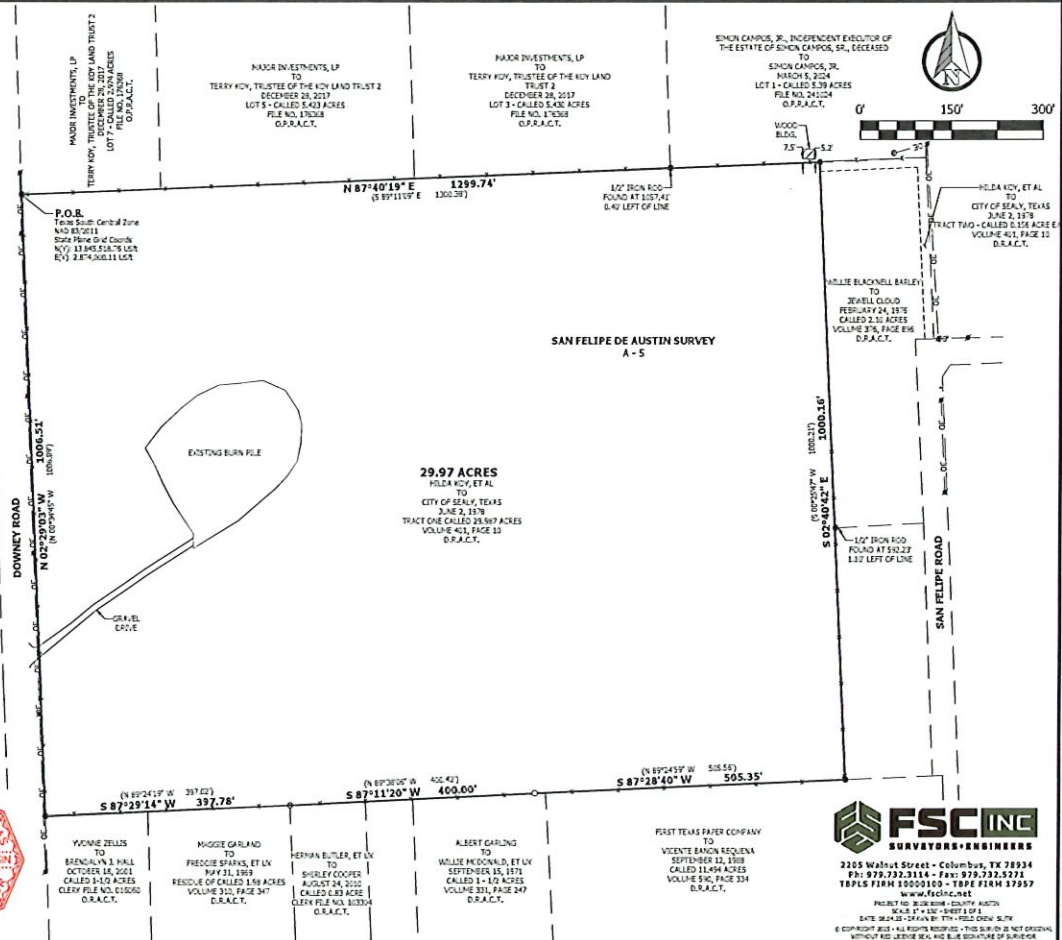
- SURVEY NOTES**
- THE SURVEYOR DID NOT ABSTRACT THE PROPERTY AND THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR REPORT. PROPERTY IS SUBJECT TO THOSE EASEMENTS, RESTRICTIONS, ETC. THAT APPEAR OF RECORD AND NOT SHOWN ON SURVEY.
 - ANY UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AS MARKED ABOVE GROUND. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEY FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
 - A SEPARATE METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.

SURVEYOR CERTIFICATION

THIS SURVEY WAS MADE ON THE GROUND ON JULY 31, 2025 UNDER MY SUPERVISION AND REPRESENTS THOSE FACTS FOUND AT THE TIME OF SURVEY.

Matthew W. Loessin

FOR FSC INC.
BY: MATTHEW W. LOESSIN, SRS
TEXAS REGISTRATION NO. 5953
DATE ISSUED: AUGUST 4, 2025



FSC INC
SURVEYORS & ENGINEERS

2205 Walnut Street - Columbus, TX 78924
PH: 979.732.3114 - Fax: 979.732.5271
TOLL FREE 1-800-310-1818 FAX 1-800-310-1819
www.fscinc.net

PROJ. NO. 2025-0804-0001-0001
SCALE: 1" = 100' - SHEET 01 OF 1
DATE: AUGUST 4, 2025
© COPYRIGHT 2025 - ALL RIGHTS RESERVED - THIS SURVEY IS NOT GENERAL WITHOUT THE LARSEN SEAL AND BLUE SIGNATURE OF SURVEYOR

**Austin County Emergency Communications District
Annual Budget October 2025 - September 2026**

	Budget FY-21	Budget FY-22	Budget FY-23	Budget FY-24	Budget FY-25	Proposal FY-26
	Oct. 20 - Sept. 21	Oct. 21 - Sept. 22	Oct. 22 - Sept. 23	Oct. 23 - Sept. 24	Oct. 24 - Sept. 25	Oct. 25 - Sept. 26
Income						
8x8, Inc	137.00	136.50	449.50	2,597.50	3,000.00	6,500.00
AccessLine Communications Corporation	943.16	710.60	852.72	649.23	800.00	700.00
ACN Communication Services, LLC	22.40	26.10	10.80	2.70	5.00	
Advantage Telephone Communications, LLC						45.00
Airespring, Inc	29.07	38.76	16.15			
Altaworx, LLC	3.95		35.14	29.70	30.00	30.00
AT&T Enterprises, LLC (AT&T Corp)	20,749.50	20,760.00	19,164.00	19,162.50	23,000.00	13,500.00
Bandwidth, Inc	1,352.64	3,172.14	3,479.10	3,204.10	4,000.00	2,200.00
BCM One Communications	28.80		16.00	25.60	30.00	
Blue Address Signs	3,550.89	4,031.98	1,277.62			
BullsEye Telecom, Inc	127.92	153.48	186.92			
Cellco Partnership			33.00	26.00	30.00	35.00
Centurylink Communications	518.06	543.64	585.19	498.83	600.00	100.00
Clear Rate Communications, LLC			7.20	8.10	10.00	13.00
CNA Worldwide Operations						275.00
Colorado Valley Telephone Cooperative	64.16	64.16	56.15	45.46	60.00	40.00
Comcast IP Phone, LLC	404.52	452.00	400.00	462.00	500.00	810.00
Compliance Solutions Inc	58.14					13.00
Consolidated Communications	4,950.03	5,205.88	4,345.69	3,776.46	4,500.00	4,000.00
County Road Signs	295.00					
Cytracom LLC	1.00	12.00	27.00	20.00	20.00	24.00
Dialpad, Inc	47.52	46.51	152.44	164.80	200.00	110.00
Explicitly Communications, LLC						60.00
Frontier Communications (C)	4,435.44	3,556.65	3,525.86	2,752.89	3,500.00	2,600.00
Fusion LLC	470.07	351.78	95.94			390.00
Fusion Telecom of Texas LTD LLP	1,058.45	840.99	729.08	610.18	700.00	4.50
Fuze Inc	32.30	87.21	193.80	48.45	100.00	
Google Voice Inc	32.40	69.30	69.30	55.80	65.00	61.00
GoTo Communications, Inc.	228.60	277.20	252.00	95.40	100.00	118.00
General Star Indemnity Company						3,400.00
Granite Telecommunications LLC	3,341.63	2,737.23	2,353.50	2,008.18	2,500.00	1,765.00
GTE Mobilnet Of South Texas LP			276.00	82.50	100.00	82.00
Hughes Networks Systems, LLC	345.61	305.12	252.00	145.12	100.00	169.00
Iloka, Inc	89.54					
Industry Telephone	15,217.63	14,191.27	13,310.02	10,683.96	11,000.00	12,700.00
IntelPeer Cloud Communications, LLC		936.92	1,135.21	809.04	900.00	350.00
Interface Security Systems, LLC	60.77	38.40	38.40	25.60	30.00	
Level 3 Communications LLC	10,773.05	8,688.16	7,297.13	6,961.39	8,000.00	1,400.00
Lingo Communications	789.92					
Masergy Cloud Communications, Inc			132.50	136.50	150.00	
Matrix Telecom, LLC	920.17	1,132.28	1,147.43	996.33	1,100.00	1,850.00
MCI Communications Services LLC	38.40	19.20	35.20	35.20	35.00	34.00
MCI Metro Access Transmission Services LL	45.92	42.72	27.59	19.58	20.00	
MetTel of Texas, Inc	393.31	463.65	345.34	230.24	300.00	163.00
Mitel Cloud Services, Inc	73.59	1,672.38	1,445.34	1,231.10	1,400.00	
Nextiva, Inc	207.00	385.20	954.90	611.10	800.00	855.00
nexVortex, Inc		12.92	33.92	33.50	40.00	
Nuso, LLC		140.69	153.48	127.90	150.00	23.00
Ooma Inc	213.39	249.00	306.50	216.50	250.00	314.00
PNG Telecommunications Inc	10.68	10.68	8.01	2.67	5.00	
PowerNet Global Communications				6.23	10.00	
Preferred Long Distance	642.74	127.91	115.12	59.92	100.00	150.00
PS Lightwave, Inc		96.90	193.80	121.95	150.00	69.00
RingCentral, Inc	409.36	454.90	625.17	413.81	500.00	800.00
Sangoma US, Inc	11.00	0.50				
Southwestern Bell Telephone	63,003.29	53,226.63	41,003.00	27,314.32	20,000.00	27,000.00
State Comptroller Cellular Fees	163,359.59	168,645.53	160,929.97	154,568.71	175,000.00	185,000.00
The IP Guys Net, LLC						9,300.00
T-Mobile West LLC	35.10	23.40	19.80	8.10	20.00	134.00
Telecom Evolutions, LLC	21.60	10.80	10.80			
ViaSat, Inc	165.71	164.83	127.41	76.62	100.00	65.00
Virtue Inc						21.00
VoIP Innovations LLC	6.46		0.50	15.00	20.00	

Volply, LLC			32.30	19.38	25.00	40.00
Vonage America	58.37	82.14	65.13			
Vonage Business Inc	492.48	597.97	1,103.20	2,759.62	3,500.00	3,100.00
Windstream Services	134.28	166.27	140.69	127.90	150.00	150.00
YMax Communications Corp	47.22	30.29	32.97	30.00	30.00	
Zoom Voice Communications, Inc		119.51	180.88	93.67	100.00	120.00
Total Income	\$ 300,448.81	\$ 295,310.28	\$ 269,793.81	\$ 244,207.34	\$ 267,835.00	\$ 280,672.50
Expenses						
Bank Fees	3.01	122.37	102.02	9.50	10.00	10.00
Blue Address Signs (Trafco)	2,822.00	3,893.25	1,236.00			
Consulting						
Auditing (Seidel Schroeder)	5,900.00		7,270.00		20,000.00	16,000.00
Bookkeeping (Twice The Love Bookkeeping LLC)	6,450.00	8,800.00	13,500.00	15,000.00	24,000.00	
Computer Work (BIS Consulting)	3,750.00	7,485.00	6,388.00	3,643.20	5,000.00	3,890.00
GIS Manager (LJA Engineering)				4,877.68	60,000.00	20,000.00
Total Consulting	16,100.00	16,285.00	27,158.00	23,520.88	109,000.00	39,890.00
Dues & Subscriptions						
Adobe Acropro	192.02	192.02	256.07			
Amazon Prime			139.00			
ESRI		6,300.00	3,300.00			3,600.00
Firefox PVT Network	19.96					
GeoComm GIS Data Hub						2,800.00
Intuit Quilckbooks Onilne	653.18		3,621.75	870.98	2,500.00	3,500.00
Log Me In Pro	368.89	368.89	368.89	368.89		
Malware Bytes	129.57	129.57	129.57	129.57	130.00	
Microsoft	480.00	480.00	528.00	528.00	600.00	
Mozilla VPN	14.97					
Rokform.com		67.49		103.91		
Streamline				1,500.00	3,600.00	3,600.00
Google Sulte	498.30	548.69	19.95	298.48	300.00	400.00
Total Dues & Subscriptions	2,356.89	8,086.66	8,363.23	3,799.83	7,130.00	13,900.00
Insurance						
Auto (Travelers Insurance)	2,291.00	2,252.00	2,220.00	2,190.00	600.00	
Commercial Blanket (CNA Surety)	207.00	207.00	207.00	207.00	225.00	450.00
Health (TX Health Benefits Pool)	14,107.46	21,953.52	21,024.24	15,110.60	14,500.00	10,000.00
Inland Marine (Liberty Mutual)	1,202.00	1,202.00	1,202.00	1,202.00	1,202.00	1,500.00
Property (Barnard Donegan)	2,021.90		6,157.64		4,000.00	360.00
Workmans Comp (Texas Mutual)	193.00	184.00	187.96	185.47	200.00	400.00
Total Insurance	20,022.36	25,798.52	30,998.84	18,895.07	20,727.00	12,710.00
Office Equipment & Furniture						
911 Office Copier (Ubeo-Lease)	2,665.00	2,050.00	1,925.00	1,750.00	2,100.00	1,280.00
Laptop		3,160.22				
Square Hardware	53.04					
Total Office Equipment & Furniture	2,718.04	5,210.22	1,925.00	1,750.00	2,100.00	1,280.00
Office Supplies	427.61	1,255.45	1,426.94	1,932.57	2,000.00	475.00
Repairs & Maintenance						
Generator (Zenith Power Systems)	921.56	790.50	2,107.88	1,710.35	2,000.00	15,000.00
Office Building	500.00	225.00	278.99	154.95	10,000.00	7,000.00
Plotter				175.00		
SO Equipment						
Hourly Repair (AT&T 0706020093322)			2,835.01	2,913.76	3,000.00	3,000.00
Monthly Maintenance (AT&T 0706020093322)	13,750.00	16,500.00	17,874.98	20,624.98	25,000.00	9,000.00
Priority Dispatch (DO NOT PAY)	7,200.00	3,600.00	3,840.00			
SO Equipment Upgrade (AT&T Capital Services)		167,514.71	182,743.32	167,514.71	182,743.32	153,000.00
Sprint (DO NOT PAY)	386.85					
Total SO Equipment	20,950.00	187,614.71	207,293.31	191,053.45	210,743.32	165,000.00
Truck	322.82	103.50	186.50	1,085.63		
Total Repairs & Maintenance	22,694.38	188,733.71	209,866.68	194,179.38	222,743.32	187,000.00
Shipping, Postage & Mail	168.36	198.00	290.22	66.00	300.00	300.00
Travel						
Airline		677.46	1,393.92			
Fuel	239.10	401.10	292.35	487.61		
Hotel		1,799.60	2,539.51			
Parking			94.72			
Travel Per Dlem		188.14	416.15	87.84	2,000.00	400.00
Total Travel	239.10	3,066.30	4,736.65	575.45	2,000.00	400.00
Uniform Expense	210.00		817.01		500.00	200.00
Utilities						
Electricity (City Of Bellville)	2,820.48	2,903.63	2,896.55	2,596.29	3,000.00	2,400.00

Internet (Sparklight)	1,555.76	1,563.76	1,759.52	1,459.60	1,700.00	1,400.00
Telecommunications						
AT&T 71323B2395272	479.96			108.00		1,400.00
AT&T 08136592		249.62	244.14	651.18	700.00	300.00
AT&T 111057193148	1,750.99	1,778.68	1,646.22	1,198.55		
AT&T 287254183806	455.88	455.88	455.88	265.93		
AT&T 713 A61-0063 115 3	41,857.57	52,863.34	72,828.75	70,043.45	84,000.00	20,000.00
Department Of Information Resources	12,572.75	12,352.93	17,019.97	12,260.06	14,000.00	2,400.00
Frontier Communications	1,421.92	1,415.13	1,426.43	1,209.53	1,500.00	6,000.00
Greater Harris County 911 Emergency	979.34	3,420.34	2,163.34		3,500.00	
Industry Telephone Company	936.00	936.00	936.00	780.00	1,000.00	900.00
Tyler Technologies				9,765.06	10,000.00	
Volance Language Services, LLC	212.16	800.36	554.20	390.50	500.00	350.00
Total Telecommunications	60,666.57	74,272.28	97,274.93	96,672.26	116,200.00	29,650.00
Total Utilities	65,042.81	78,739.67	101,931.00	100,728.15	119,900.00	35,350.00
Total Expenses	\$ 132,804.56	\$ 331,389.15	\$ 388,851.59	\$ 345,456.83	\$ 486,410.32	\$ 290,530.00
Interest Paid		15.66				
Payroll Expenses						
Payroll Taxes	8,047.01	7,207.51	7,840.10	5,296.95	4,000.00	4,000.00
Salary- Director	49,041.63	56,208.31	61,800.00	31,827.00		80,000.00
Salary- Administrative Assistant	24,000.00	37,458.36	40,685.04	37,414.03	45,000.00	48,000.00
TCDRS - Match	5,174.44	6,016.64	9,110.04	18,252.42	9,600.00	8,000.00
Total Payroll Expenses	86,263.08	106,890.82	119,435.18	92,790.40	58,600.00	140,000.00
Total Expenses	\$ 219,067.64	\$ 438,295.63	\$ 508,286.77	\$ 438,247.23	\$ 545,010.32	\$ 429,250.00
Net Operating Income	81,381.17	(142,985.35)	(238,492.96)	(194,039.89)	(277,175.32)	(148,577.60)
Other Income						
Interest Earned						
CD Interest	1,881.39	950.84	1,919.92	1,011.84	1,500.00	2,035.80
Checking Interest	5,005.42	4,696.71	3,098.20	1,314.68	2,000.00	3,123.49
Total Interest Earned	6,886.81	5,647.55	5,018.12	2,326.52	3,500.00	5,159.29
NexGen Grant				521,961.64	445,818.69	235,075.00
Total Other Income				330,908.19	235,075.27	70,075.00
Net Other Income	6,886.81	5,647.55	5,018.12	333,234.71	238,575.27	75,234.29
Net Income	\$ 95,164.79	\$ (131,690.25)	\$ (228,456.72)	\$ 141,521.34	\$ (35,100.05)	\$ (68,183.92)

Total CD's \$ 184,186.87

Sandra Vrablec

From: Kimbra Hill
Sent: Monday, August 25, 2025 5:21 PM
To: Sandra Vrablec
Subject: Fw: Summary of ACECD Final Budget for FY-26
Attachments: ACECD Final Budget FY26.pdf

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From: Roy Mercer <rmercer@ac-oem.com>
Sent: Monday, August 25, 2025 4:44:02 PM
Subject: Summary of ACECD Final Budget for FY-26

Good Morning,

I hope this message finds you well. As you all already know, we are to report our budget proposal each year to the communities we serve. I've included for you a summary of the **Austin County Emergency Communications District (ACECD) Final Budget proposal for Fiscal Year 2026**, covering the period from **October 2025 to September 2026**.

Budget Overview:

- **Total Projected Income:** \$280,672.50
- **Total Projected Expenses:** \$429,250.00
- **Net Operating Income:** \$(148,577.50)
- **Other Income (Interest & Grants):** \$75,234.29 (Paying down our loan, for SO Equipment Dispatch. (Loan Maturity Date: Nov. 2026)
- **Net Income:** \$(68,183.92)

Key Highlights

Income Sources

- The largest contributors include:
- **State Comptroller Cellular Fees:** \$185,000.00
- **AT&T Enterprises:** \$13,500.00
- **Southwestern Bell:** \$27,000.00
- **Industry Telephone:** \$12,700.00

Major Expense Categories

- **Consulting Services:** \$39,890.00 (Reducing because of implementation of new processes)
- **Insurance:** \$12,710.00

- **Repairs & Maintenance:** \$187,000.00 (SO Loan Maturity Date: Nov. 2026)
- **Utilities & Telecommunications:** \$35,350.00
- **Payroll Expenses:** \$140,000.00

Other Income

- **Interest Earned:** \$5,159.29
- **NexGen Grant:** \$70,075.00 (Has to Pay Down SO Loan, Will transfer over to FY 27 Budget)

Observations

- While income has increased slightly from FY25, expenses remain significantly higher, resulting in a projected net loss. With the loan coming to maturity and the increasing population in Austin County, there is a need for a new approach. State Funding will continue to increase as well. Looking at an overall positive outcome.
- Payroll expenses have increased due to adjustments in salaries and benefits. Adding a Director this FY budget year.
- Repairs & maintenance continue to be a significant cost driver, particularly related to equipment upgrades. We will always be proactively examining our next steps to keep up with change.

Please let me know if you have any questions or need a more detailed breakdown of any section. If we haven't heard back from you, then we will assume you accepted the proposal.

Best regards,

Roy Mercer

1st Vice President

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H. Presentation(s)

I. Business

Item #1



SEALY CITY COUNCIL AGENDA ITEM NO: | Presentation, Discussion and Possible Action regarding the Status of the Professional Services Agreement Task Order with Scott Maddux of Studio M6, approved on May 29, 2025, regarding ADA improvements.

SUBMITTED BY: Bill Atkinson, SEDC Executive Director

MEETING DATE: September 3, 2025

STAFF REPORT

DESCRIPTION

Architect Scott Maddux of Studio M6 will present an update on the Professional Services Task Order approved May 29, 2025, for architectural and design services addressing ADA improvements and design recommendations at Liedertafel Hall and seeking feedback regarding the W.E. Hill Community Center.

The presentation will cover project progress, design considerations, compliance requirements, and seek City Council direction on phasing, prioritization, and scope alignment.

ANALYSIS

Liedertafel Hall

On May 29, 2025, the City Council authorized a Professional Services Task Order Contract with Studio M6, Architect Scott Maddux, in an amount not to exceed \$50,000. Task Order #1, valued at \$14,500, was issued for Liedertafel Hall improvements, which include:

- Kitchen renovation
- ADA-compliant restrooms
- ADA-compliant front entrance
- New storage room addition

Studio M6 has since initiated site investigations, documentation of existing conditions, and coordination with the Texas Historical Commission to ensure compliance with ADA standards for historic structures. The City's goal remains to balance historic preservation with accessibility, ensuring both facilities serve as compliant, functional, and welcoming community assets.

W.E. Hill Community Center

The Hill Center is identified as the second project under the task order. Anticipated improvements include ADA compliance upgrades and design enhancements. Council input is requested tonight regarding sequencing and desired future use of the facility. Council's guidance will shape the scope of Task Order #2 to be brought back to you for consideration.

FINANCIAL IMPACTS

The City Council approved the following for the Sealy EDC and Convention and Visitors Bureau budgets allocated the following:

\$31,000 for Liedertafel Hall improvements under Contributions to Primary
(\$14,500) committed for M6 Studios Architecture Task Order #1

\$16,500 remaining (*The City's Financial Management Policy does not allow carry over of Capital Projects, which would require a future EDC Budget Amendment to use this portion of the remaining allocated funds from the FY 2024-2025 Budget*)

+\$ 75,000 FY 25-26 Budget

\$ 91,500 Available from SEDC

+\$ 35,475 HOT Liedertafel Hall

\$126,975 Total Available for Liedertafel Hall Improvements

The following was approved in Fiscal Year 2025-2026 Budget for W.E. Hill Center.

\$70,000 for Construction Hill Center Improvements

\$35,000 for Architectural Services Future Task Order #2

\$105,000 Total Budget for FY 25-26

W.E. Hill Center architectural design is contingent on Council direction regarding the use of the facility. If the use is changed beyond ADA improvements, expanded design services and construction costs could be required. Future construction costs will be phased accordingly and budgeted in alignment with project priorities.

ATTACHMENTS

- Contract Approved by Council on May 29, 2025
- Executed Task Order #1

RECOMMENDATION

- Receive the presentation from Scott Maddux of Studio M6 regarding the status of ADA improvements at Liedertafel Hall.
- Provide guidance on project priorities, phasing, and scope adjustments to align with available funding and Council objectives for Task Order #2 for the W.E. Hill Center.
- Direct staff to proceed with next steps under the existing Professional Services Task Order framework, including preparation of future task orders or budget adjustments as necessary.

Catering Kitchen & Storage Revisions

■ Space Allocation

- Catering Kitchen: ~132 SF (reduced to 14'-5")
- New Storage Room: ~268 SF
- Additional Storage: 195 SF
- Total Storage Capacity: ~463 SF

■ Design Enhancements

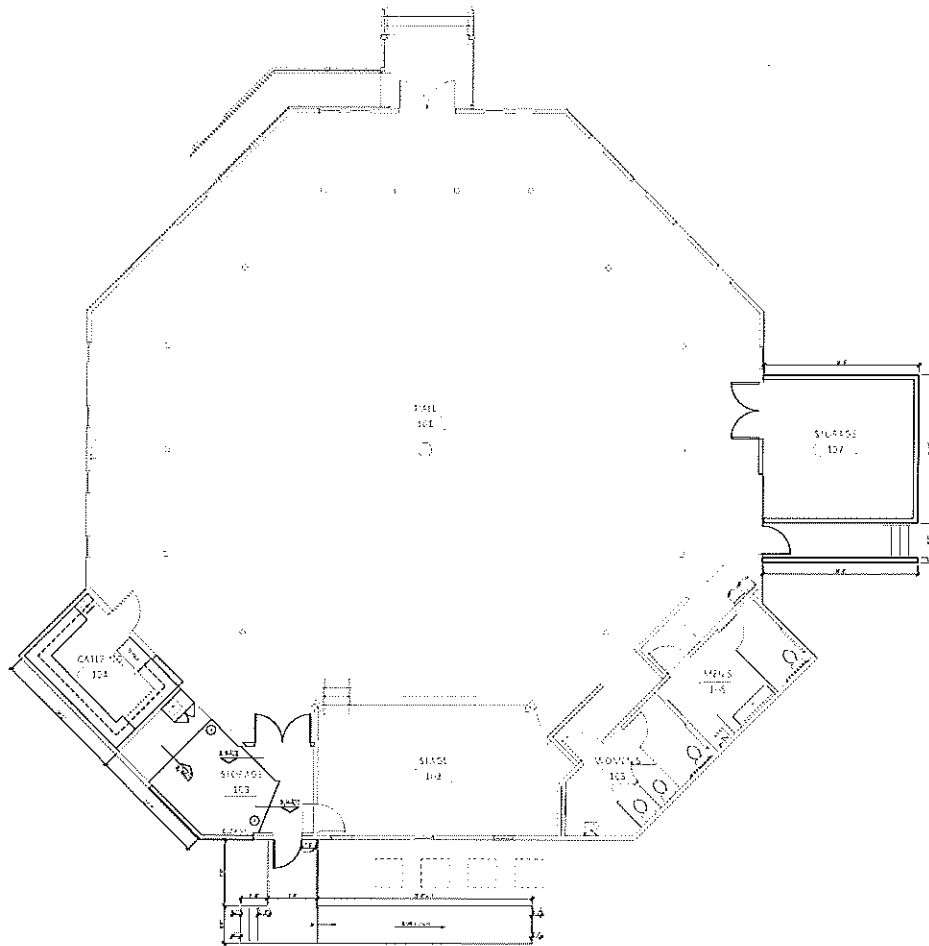
Back of House Access: ramp and stairs from rear of building.

Catering Kitchen Fixtures:

- 3-compartment sink (code compliance)
- Utility sink relocated into storage room
- Wrap-around counters with shelving above
- Multiple power outlets above counters
- Refrigerator included (consider microwave/coffee pot)

■ Benefits

- Increased storage capacity for events and operations.
- Code-compliant kitchen setup supporting catering flexibility.
- Dedicated back-of-house entry for efficient service flow.



FLOOR PLAN GENERAL NOTES

1. ALL DIMENSIONS ARE UNLESS OTHERWISE SPECIFIED.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NEN STANDARDS.
3. ALL MATERIALS SHALL BE OF THE HIGHEST QUALITY AVAILABLE.
4. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
5. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.
6. ALL WORK SHALL BE SUBJECT TO THE REVISIONS AND AMENDMENTS.
7. ALL WORK SHALL BE SUBJECT TO THE CHANGES AND VARIATIONS.
8. ALL WORK SHALL BE SUBJECT TO THE CORRECTIONS AND RECTIFICATIONS.
9. ALL WORK SHALL BE SUBJECT TO THE REWORK AND RETRY.
10. ALL WORK SHALL BE SUBJECT TO THE REPEATED WORK AND RE-DO.

FLOOR PLAN LEGEND

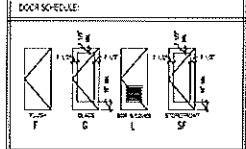
(E) = EXISTING
 (N) = NEW
 (R) = REMOVE
 (D) = DIMENSION
 (S) = SYMBOL
 (A) = AREA
 (V) = VOLUME
 (W) = WEIGHT
 (L) = LENGTH
 (B) = BREADTH
 (H) = HEIGHT
 (T) = THICKNESS
 (C) = CENTER
 (O) = OFFSET
 (P) = POSITION
 (D) = DIRECTION
 (A) = ANGLE
 (R) = RADIUS
 (D) = DIAMETER
 (S) = SPACING
 (I) = INTERVAL
 (P) = PERIOD
 (F) = FREQUENCY
 (R) = RATE
 (P) = PERCENTAGE
 (D) = DEGREE
 (M) = METRE
 (C) = CENTIMETRE
 (M) = MILLIMETRE
 (K) = KILOMETRE
 (G) = GRADE
 (S) = SLOPE
 (A) = AREA
 (V) = VOLUME
 (W) = WEIGHT
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 (M) = METRE
 (C) = CENTIMETRE
 (M) = MILLIMETRE
 (K) = KILOMETRE

DOOR SCHEDULE

NO.	TYPE	FINISH	MARKING	REMARKS
1	SWING	WOOD	101	EXISTING
2	SLIDING	GLASS	102	NEW
3	SLIDING	GLASS	103	NEW
4	SLIDING	GLASS	104	NEW
5	SLIDING	GLASS	105	NEW
6	SLIDING	GLASS	106	NEW
7	SLIDING	GLASS	107	NEW
8	SLIDING	GLASS	108	NEW
9	SLIDING	GLASS	109	NEW
10	SLIDING	GLASS	110	NEW

KEYED NOTE

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NEN STANDARDS.



DOOR ABBREVIATIONS

SW - SWING
 SL - SLIDING
 GL - GLASS
 WD - WOOD
 ST - STEEL
 AL - ALUMINUM
 BR - BRASS
 CU - COPPER
 NI - NICKEL
 SS - STAINLESS STEEL
 ZN - ZINC
 PB - LEAD
 SN - TIN
 AG - SILVER
 AU - GOLD
 PL - PALLADIUM
 RH - RHOENIUM
 IR - IRIUM
 OS - OSMIUM
 PT - PLATINUM
 AU - GOLD
 AG - SILVER
 CU - COPPER
 NI - NICKEL
 BR - BRASS
 AL - ALUMINUM
 ST - STEEL
 WD - WOOD

studio M6
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LIEDERTAFEL HALL
 PROJECT ADDRESS

AS-BUILT
 THIS DRAWING IS A COPY OF THE ORIGINAL AS-BUILT DRAWING. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

ARCHITECTURAL FLOOR PLAN LEVEL: 1-3000
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 DATE: [Date]
 PROJECT NO.: [Number]
 SHEET NO.: [Number]
A-202

Catering Kitchen & Storage Revisions

Space Allocation

Catering Kitchen: ~132 SF (reduced to 14'-5")

New Storage Room: ~268 SF

Additional Storage: 195 SF

Total Storage Capacity: ~463 SF

Design Enhancements

Back of House Access: ramp and stairs from rear of building.

Catering Kitchen Fixtures:

- 3-compartment sink (code compliance)
- Utility sink relocated into storage room
- Wrap-around counters with shelving above
- Multiple power outlets above counters
- Refrigerator included (consider microwave/coffee pot)

Benefits

Increased storage capacity for events and operations.

Code-compliant kitchen setup supporting catering flexibility.

Dedicated back-of-house entry for efficient service flow.

Owner and Architect Agreement for a Small Commercial/Residential Project

Agreement

This agreement is made and entered into on June 9, 2025

Between the Owner:

Bill Atkinson, Sealy EDC Executive Director
330 Main Street Suite 8 Sealy, TX 77474
M: 281.435.2745
O: 979.627.6121
batkinson@ci.sealy.tx.us

and the Architect:

Scott Maddux, studio M6
13551 W Brazos Bend Dr, Needville, TX
832.876.7113
scottm@studio-m6.com

for the following Project:

Liedertafel Hall Renovation/Addition

The Owner and Architect agree as follows:

I. Architect's Responsibilities

The Architect shall provide architectural services for the Project in a manner consistent with locally accepted standards for professional skill and care. The Architect shall assist the Owner in determining consulting service required for the Project. The Architect's services include the following consulting services:

NA

The Architect will coordinate the following Owner's consultants:

NA

During the Design Phase the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based upon the approved Project requirements, the Architect shall develop a design, obtain Owner approval and prepare Construction Documents.

II. Owner's Responsibilities

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes 5-10% contingencies and meets the Project requirements. The Owner shall provide decisions and furnish the required information expeditiously as necessary for the progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect but required for the Project.

III. Use of Documents

Drawings, specifications and other documents prepared by the Architect are instruments of the Architect's service and are for the Owner's use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the Project or termination of this Agreement, the Owner's right to use the instruments of service shall cease, with the exception of work defined in this project to be built in future phases. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information or has permission from the copyright owner to transmit the information for its use on the Project.

IV. Termination, Suspension or Abandonment

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than three days' written notice if the Project is suspended for more than 14 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement.

V. Miscellaneous Provisions

This Agreement shall be governed by the law of the place where the Project is located. Neither party to this Agreement shall assign the contract without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect and Architect's consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the Project site.

VI. Payments and Compensation to the Architect

The Owner shall pay the Architect the fee terms stated in the attached proposal, Attachment A. The fee will be billed in two invoices. Payments are due and payable upon receipt of the Architect's invoice. Amounts unpaid 30 days after the invoice date shall bear interest from the date payment is due at the rate of ten percent (10%).

At the request of the Owner, the Architect shall provide services not included in Article I for additional compensation. Such services may include providing or coordinating services of consultants not identified in Article I; revisions due to changes in the scope, quality or budget, evaluating or developing multiple options for pricing; and services not completed within 6 months of the date of the Agreement through no fault of the Architect.

VII. Schedule

The schedule is to be determined.

VIII. Other Provisions

This Agreement entered into as of the day and year first written above.

Dated: 06.09.25 Signed: 
 Architect

Dated: 7/14/2025 Signed: 
 Owner

- Attachment A - Proposal for Design/Build Services
- Attachment B - Professional Services Task Order Agreement
- Attachment C - Task Order #1

Proposal for Design/Build Services – SEDC Liedertafel Hall
March 21, 2025

Bill Atkinson
EDC Executive Director
330 Main Street Suite 8 Sealy, TX 77474
M: 979.398.1716 O: 979.627.6127
batkinson@ci.sealy.tx.us

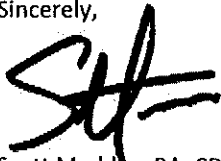
Mr. Atkinson,

I am very happy to present this proposal for Design/Build Services for the renovation of Liedertafel Hall located at 116 Lux Rd, Sealy, TX 77474. The scope of work will focus on renovating the kitchen, updating the restrooms for ADA compliance, updating the front entrance for ADA compliance and adding a new storage room addition. For the purposes of this proposal, I am presenting information both on Architecture and Construction, however, the fees associated are for Architecture only.

This proposal and following information document a small sampling of the work of studio M6/M6 Builders. We have been in business since 2015 but my design and construction experience is built upon more than 24 years as an architect. As studio M6/M6 Builders we have completed over 185 design projects and over 65 design/build projects, both commercial and residential. studio M6/M6 Builders offers design/build services on residential, multi-family, and commercial projects. My team is comprised of studio M6 as architect and M6 Builders as construction manager. We have first-hand knowledge of the design and construction industry, having been in the Greater Houston Area market for more than 24 years. The following includes our qualifications, experience, available resources and references.

Again, I appreciate the opportunity to present my proposal for your project. If you have any questions about the proposal or my work, please don't hesitate to call.

Sincerely,



Scott Maddox, RA, CDT, LEED AP
Principal
studio M6

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01. Qualifications

2024 Best of Missouri City Award Recipient
2024 Missouri City Business Hall of Fame
2023 Best of Missouri City Award Recipient
2023 Missouri City Business Hall of Fame
2022 Best of Missouri City Award Recipient
2022 Missouri City Business Hall of Fame
2021 Best of Missouri City Award Recipient
2021 Missouri City Business Hall of Fame
2020 Best of Missouri City Award Recipient
2020 Missouri City Business Hall of Fame
2019 Best of Missouri City Award Recipient
2019 Featured in VoyageHouston Magazine
2018 Best of Missouri City Award Recipient
2018 Houston Business Journal 40 under 40 Nominee
2009 Irvine Team Emerging Leaders Series
2008 Perkins+Will Leadership Institute

studio **M6/M6** Builders creates buildings with material and spatial integrity. Our design language is one of space and texture, informed by the landscape, context and program. Our portfolio includes buildings of all sizes, budgets and types, each of which has unique programmatic and design challenges. We approach our work with no preconceptions. Instead, we listen to our clients and problem solve with them to transform their ideas into beautiful, functional architecture.

studio **M6/M6** Builders is led by Scott Maddux. We work with local design consultants and local contractors and subcontractors to deliver high quality work.

Scott Maddux – Principal, AIA, LEED AP, CDT

Scott is an Architect registered in the State of Texas with more than 20 years of experience. He was trained at some of the best architecture firms in the country including Page/ and Perkins+Will. His portfolio includes projects large and small in public and private sectors. Most notable public work has been for organizations such as The City of Missouri City, Fort Bend ISD, The State of Louisiana, Memorial Hermann, Houston Methodist Hospital, Spring Branch Community Health Center, Texas A&M, UT Health, M.D. Anderson and Sugar Grove Church of Christ. Scott is a LEED Accredited Professional, Construction Documents Technologist, member of the Texas Society of Architects and member of the American Institute of Architects. Scott has served on several AIA committees including the Young Architects Forum, Small Firm Round Table, Residential Committee and Architecture for Health.

Scott has received awards for his devotion and progress in the profession of architecture and construction. In 2008, he was selected as one of fifteen participants in the Perkins+Will Leadership Institute, which is a national leadership training program sponsored by Perkins+Will to promote future leaders of the profession of architecture. In 2009, he was selected by his peers to participate in the Irvine Team Emerging Leaders Series, a local group of architects, planners, contractors and owner representatives that worked to continue in and improve the heritage of the design and construction professions.

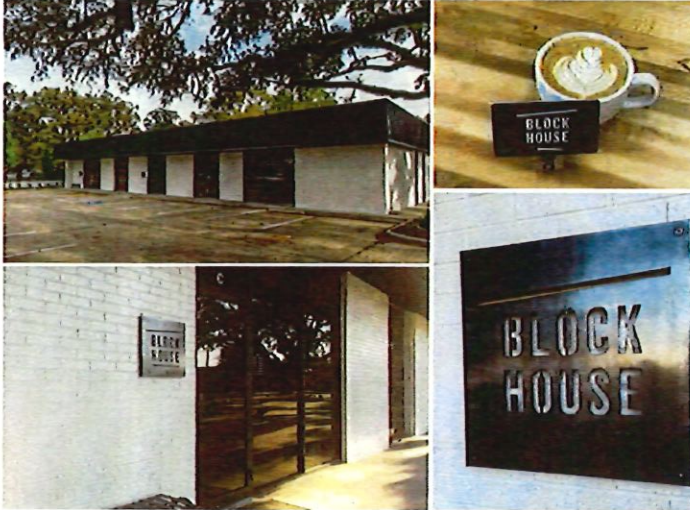
Scott has mentored several young architects participating in the National Council of Architectural Registration Boards (NCARB) Intern Development Program (IDP). Scott puts attention and care to each project he works on; he has incredible attention to detail and organization skills. He actively listens and communicates effectively both verbally and visually by sketching and drawing. Scott works hard to understand his client's problems and uses architecture to solve them.

Scott was born and raised in Texas and studied architecture at Louisiana Tech University where he was a member of the championship Bulldog Football team. He received NCAA Academic All American and Sun Belt Conference All Academic awards, was on the President's and Dean's Lists and a member of three Honor Societies.

Registered Texas Architect #19872

02. Experience

Blockhouse Coffee – Richmond, Texas 2015
Cody and Aimee Frederick



Project Information:

Role of studio M6/M6 Builders:
Design/Build

Reference Information

Aimee Frederick
281.853.5613
aimeevfrederick@gmail.com

The project was executed as design/build with studio M6 and M6 Builders. The project was a renovation of an existing building in the Historical District of Richmond, Texas. Blockhouse Coffee & Kitchen was born out of a desire to bring talented people doing interesting things together and create something valuable for the community. As a platform for local craftsmen and an advocate for real connection in the community this restaurant is a place that celebrates home.

Houston Ave – Houston, Texas 2015
BEL Investments



Project Information:

Role of studio M6/M6 Builders:
Design

Reference Information

N/A

The project was design only for an old building in Houston. We added an exterior exit stair to bring the building up to code along with site and parking improvements.

Fort Bend Museum – Richmond, Texas 2018
Fort Bend History Association



Project Information:

Role of studio M6/M6 Builders:
Design/Build

Reference Information

Claire Rogers
281.342.1256
crogers@fbhistory.org

The Association was gifted with the museum site along with the historic Moore Home back in the early 70s. The museum building had been built to support the Moore Home as storage and was given little to no thought. It was all masonry, dark and ugly. Our project expands the building's existing footprint and reimagines the building as a carriage house for the Moore Home keeping it with the historical context. The addition and renovation doubles the exhibit gallery and includes provisions to host gatherings and meetings in the museum. A new entry, gift shop and office and support spaces are also included. The project is under construction and is scheduled to wrap up at the beginning of 2021.

300 Morton Street – Richmond, Texas 2020
Morton Street Investments



Project Information:

Role of studio M6/M6 Builders:
Design/Build

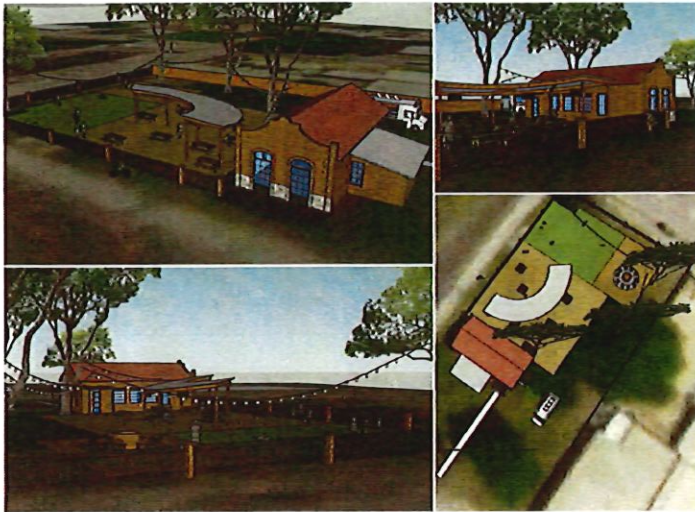
Reference Information

Ken Tisdell
281.633.6526
ktisdell@lcg-global.com

300 Morton Street is an old hotel that has been vacant since the 1920s. The building sits in Downtown Richmond and has been the host of ghost tours for the last two decades. The building's current owner needed a space to move his growing business and imagined a beautiful office in the second floor of this 100 year old building. To achieve this; we shored up the structure, replaced the floors, roof and windows painted the building and added a rear parking lot. The interior of the building was partially gutted to open the building up for an open office space while leaving half of the building's hoteling rooms as enclosed offices. We modernized the building with electrical and HVAC opening up the ceiling with an industrial look.

Sunset Saloon – Richmond, Texas 2019

Barry Beard and Ty Coburn



Project Information:

Role of studio M6/M6 Builders:
Design

Reference Information

Barry Beard
barrycbeard@outlook.com

The project was the redevelopment of the oldest standing building in Downtown Richmond dating back to the early 1800s. The building was previously a saloon and our project planned to respect its rich history while taking it into the future. We renovated the interior into a dining space with service connections to the rear of the building for the food truck that served as the kitchen. We added a new wing to the west for restrooms. We developed the grounds by turning an old cistern into a fire pit, adding a covered pavilion with seating and an outdoor playing area with a manicured lawn.

Yes Yoga – Sugar Land, Texas 2018

Erin Cummings



Project Information:

Role of studio M6/M6 Builders:
Design/Build

Reference Information

Erin Cummings
316.250.2044
erinbuglercummings@gmail.com

Yes Yoga is a startup business for experienced yoga instructors wanting to provide a great space for yoga in Sugar Land. The space is simple utilizing only a few materials, warm woods, light colors and accents of raw steel. The existing retail space is about 2,000sf and was renovated to fit the yoga program including a welcoming lobby, yoga studio, kids area, and support spaces. This project is currently under construction.

03. Available Resources

studio M6/M6 Builders has the available resources to provide high quality Architecture and Construction Management to building restoration. This project will have Principal level leadership built upon more than 24 years of experience. We utilize the latest 3D tools to study designs and industry leading drafting software to produce Construction Documents. studio M6 equips our staff with mobile workstations so electronic files and drawings are with us onsite or in the office. We use Bluebeam pdf software that allows markup, editing and collaboration of drawings digitally between the design and construction teams in real time. This mobile approach eliminates the need for file transfers and rework. It reduces errors by allowing the same device to take notes or document construction details. All of these benefits allow for a quicker, more agile work flow that reduces design time and provides for a higher quality product. M6 Builders works with quality subcontractors with many years of experience in the Greater Houston Area construction market that often provide more than one trade to reduce schedule and manage conflicts. Providing both the design and construction management out of one office and under one roof increases quality, increases speed and reduces costs. Our staff committed to this project are:

- Scott Maddux – Principal, AIA, LEED AP, CDT
- Leah Maddux – Administrative Assistant
- Chad Howard – Construction Superintendent

04. Project Approach and Fees

studio M6 will approach this project with honest and open communication. Our goal is to execute the project quickly and effectively. As an overall project approach, we listen to our client’s desires and provide quality design.

Fees and Expenses

studio M6 will provide the work for a flat fee plus reimbursement of expenses as shown below. I will bill for the fee in 2 payments. Reimbursable expenses will be billed as incurred.

studio M6 – existing conditions documentation (renovated areas only)*	\$2,000.00
studio M6 – architecture/interiors	\$6,800.00
studio M6 – mechanical/electrical/plumbing	\$2,250.00
Subtotal Fee	\$11,050.00
studio M6 – TDLR Filling/Plan Review/Inspection	\$1,350.00
Total Fee	\$12,400.00
* we will document the entire building in plan for an additional	\$1,600.00

Reimbursable Expenses

Reimbursable expenses include but are not limited to: airfare and miles traveled to the site for meetings and site visits, hotels, meals and rental cars, printing, postage, deliveries, plan review and permitting fees. Miles will be billed according to IRS guidelines. All other expenses will be billed at actual expense plus 10% markup.

Additional Services and Hourly Fee Schedule

Any changes to approved, completed or partial designs that cause rework will be considered Additional Services. In the event the Owner has not provided an adequate budget; value engineering, evaluating alternates and substitutions presented by the contractor and revisions to drawings will be considered Additional Services. Additional Services, if required, will be billed at the provided billing rates.

Principal	\$200
Associate Architect	\$165
Architecture Intern	\$90
Administrative Assistant	\$75

These hourly billing rates are effective through December 31, 2025.

05. References

studio M6/M6 Builders references

Refer to Section 02. Experience for reference info

**PROFESSIONAL SERVICES TASK ORDER AGREEMENT
#2025-005
Architectural Services**

This AGREEMENT ("Agreement") is entered into by and between the undersigned,

**City of Sealy, Texas ("City")
415 Main Street
Sealy, TX 77474**

and

**studio M6 ("CONTRACTOR")
Scott Maddux,
13551 W Brazos Bend Dr,
Needville, TX 77461**

Section 1. Services: CONTRACTOR will perform the designated services and/or provide the designated products as set forth in Exhibit A, which is attached hereto and incorporated for all purposes, and subsequent Task Orders. The work under this Agreement shall be completed as detailed in Exhibit A and each Task Order. The terms and conditions of this Agreement take precedence over all exhibits and attachments.

Section 2. Term and Termination: This Agreement shall begin upon the date of its final execution and shall terminate **Three (3) years thereafter.**

This Agreement may be terminated, upon thirty (30) days written notice, by the CITY without cause or by the CONTRACTOR for cause. This Agreement may be terminated immediately by the CITY for cause. Upon termination, CITY shall pay CONTRACTOR, at the rate set out in Exhibit A, attached hereto and incorporated herein for all purposes, for Services satisfactorily performed up to the date of termination. Notwithstanding any provision in this Agreement to the contrary, CITY will not be required to pay or reimburse CONTRACTOR for any services performed or for expenses incurred by CONTRACTOR after the date of the termination notice that could have been avoided or mitigated by CONTRACTOR.

Section 3. Compensation: The CONTRACTOR shall be paid for the services, if approved, as set forth in each Task Order. The CITY shall pay the CONTRACTOR in accordance with the Texas Government Code, Chapter 2251.

The CONTRACTOR must submit invoices for all services, which invoices must include dates and details of services provided. Invoices must reference the executed contract number or purchase order number. Invoices shall be submitted to the CITY representative named in Section 24. Payment for delivery of Services rendered shall not be unreasonably withheld or delayed. The CITY and CITY shall be under no obligation to pay for services rendered without prior authorization. Invoices shall also be submitted electronically to Accounts Payable ap@ci.sealy.tx.us, with a copy to the appropriate CITY representative named in Section 24.

The CONTRACTOR may, at the CITY's discretion, be provided with a purchase order number from the CITY and such number shall be referenced on all invoices submitted to the CITY. When

the CITY believes there is an error on an invoice received from CONTRACTOR, the CITY has until the 21st day after receipt to notify the vendor of the dispute. If resolved in favor of the CITY, the vendor must submit a new invoice, and the CITY have thirty (30) days to pay. If the dispute is resolved in favor of the vendor, interest is due from the original date on which the invoice would have become overdue.

Section 4. Travel: See Exhibit A for any applicable terms.

Section 5. Limit of Appropriation and Fiscal Funding. The CONTRACTOR clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the CITY shall have available the amount of **\$50,000** as budgeted by the CITY to discharge any and all liabilities which may be incurred by the CITY pursuant to this Agreement and that the total maximum compensation that the CONTRACTOR may become entitled to hereunder and the total maximum sum that the CITY shall become liable to pay to the CONTRACTOR hereunder shall not under any conditions, circumstances, or interpretations, hereof, exceed the said total maximum sum provided for in this section without prior written permission from the CITY. The CITY's fiscal year is October 1 through September 30. If this Agreement extends beyond September 30th, there shall be a fiscal funding out. If, for any reason, funds are not appropriated to continue the contract in the new fiscal year, this Agreement shall become null and void on the last day of the current appropriation of funds without penalty of any kind or form to the CITY and CITY.

Section 6. Relationship of the Parties: CONTRACTOR is an independent contractor and is not an employee, partner, joint venture, or agent of CITY. The CONTRACTOR understands and agrees that he/she will not be entitled to any benefits generally available to Sealy CITY employees. CONTRACTOR shall be responsible for all expenses necessary to carry out the services under this agreement, and shall not be reimbursed by CITY for such expenses except as otherwise provided in this Agreement.

Section 7. Authority of the Project Manager: All Services to be performed by the CONTRACTOR hereunder shall be performed to the satisfaction of the CITY's project manager, named in Section 23. The CITY's project manager shall decide any and all questions which may arise as to the quality or acceptability of the Services performed by the CONTRACTOR, and the decisions of the CITY's project manager in such cases shall be final and binding on both parties. However, nothing contained herein shall be construed to authorize the CITY's project manager to alter, vary, or amend this Agreement.

Section 8. Intellectual Property: This Agreement shall be an agreement for services, and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products, or results, to be a work for hire under federal copyright law. Ownership of the work shall belong to and remain the exclusive property of CITY. The work may be edited at any time within the CITY's discretion. If the work would not be considered a work-for-hire under applicable law, CONTRACTOR hereby assigns, transfers and conveys any and all rights, title and interest to the CITY, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the work, the CITY maintain and assert the rights to use, reproduce, make derivative works from, and/or edit the work in any form of medium, expression, or technology now known or hereafter developed, at any time within the CITY's discretion. CONTRACTOR shall not sell, disclose, or obtain any other compensation for the

Services provided herein. If the work is one to which the provisions of 17 U.S.C. § 106A apply, the CONTRACTOR hereby waives and appoints the CITY to assert on the CONTRACTOR's behalf the CONTRACTOR's moral rights or any equivalent rights regarding the form or extent of any alteration to the work (including, without limitation, removal or destruction) or the making of any derivative works based on the work, including, without limitation, photographs, videos, drawings or other visual reproductions of the work, in any medium, for CITY purposes.

Section 9. Confidentiality: During the term of this Agreement, CONTRACTOR may come in contact with confidential information of the CITY. CONTRACTOR agrees to treat as confidential the information or knowledge that becomes known to CONTRACTOR during performance of this Agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by CITY. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. CONTRACTOR shall promptly notify the CITY of any misuse or unauthorized disclosure of its confidential information, and upon expiration of this Agreement, shall return to the CITY all confidential information in CONTRACTOR's possession or control. CONTRACTOR shall further comply with all CITY information security policies that may apply and shall not make any press releases, public statements, or advertisements referring to the Services provided under this agreement or the engagement of CONTRACTOR without the prior written approval of the CITY.

Section 10. Warranties and Representations: CONTRACTOR warrants and agrees that CONTRACTOR shall perform the Services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any Service performed on premises owned or controlled by the CITY, CONTRACTOR warrants and agrees that CONTRACTOR will perform the Services in compliance with all CITY rules, including but not limited to prohibitions related to tobacco use, alcohol, and other drugs.

Section 11. Licenses/Certifications: If applicable, CONTRACTOR agrees to obtain, at its own cost, any and all approvals, licenses, filings, registrations, and permits required by federal, state, or local laws, regulations, or ordinances required for the performance of the Services.

Section 12. Performance/Qualifications and Assignment: CONTRACTOR agrees and represents that CONTRACTOR has the personnel, experience, and knowledge necessary to qualify CONTRACTOR for the particular duties to be performed under this Agreement. CONTRACTOR warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards. The CITY and the CONTRACTOR bind themselves and their successors, executors, administrators, and assigns to this Agreement and to the successors, executors, administrators, and assigns of the other party, in respect to all covenants of this Agreement. Neither the CITY, nor the CONTRACTOR shall assign, sublet, or transfer its or his interest in this Agreement without the written consent of the other, which consent will not be unreasonably withheld. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

Section 13. Conflict of Interest: CONTRACTOR warrants, represents, and agrees that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with CONTRACTOR's performance of the services hereunder. CONTRACTOR further warrants and affirms that no relationship or affiliation exists between CONTRACTOR and the CITY that could be construed as a conflict of interest with regard

to this Agreement. Pursuant to Section 2252.908, Texas Government Code, if this Agreement requires an action or vote by the CITY Board or City Council or has a value of at least \$1 million, CONTRACTOR further warrants that CONTRACTOR has submitted a disclosure of interested parties to the CITY.

Section 14. Insurance: CONTRACTOR shall maintain during the term hereof in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the CONTRACTOR'S performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage; (ii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of CONTRACTOR'S employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and (iii) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.

All policies of insurance shall be endorsed and contain the following provisions: (1) name CITY, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written notice to the CITY for cancellation of the insurance; (3) provide for a waiver of subrogation against the CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability.

Insurance. The CONTRACTOR shall provide written notice to the CITY of any material change of or to the insurance required herein.

A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by the CITY and CITY.

COVERAGES SHALL BE WITH A COMPANY (WITH AT LEAST AN A- BEST RATING) ACCEPTABLE TO THE CITY PURCHASING AND RISK MANAGEMENT DIVISION AND A COPY OF THE CERTIFICATE OF COVERAGE SHALL BE DELIVERED TO THE CITY ON OR BEFORE THE DATE OF THIS AGREEMENT.

Section 15. Indemnification: Except as provided herein, CONTRACTOR shall indemnify and hold harmless the City of Sealy, and each of its directors, officers, officials, agents, representatives, and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including without limitation attorneys' fees and reasonable litigation costs, arising out of, connected with, or resulting from any acts or omissions of CONTRACTOR or any agent, employee, SUBCONTRACTOR, or supplier of CONTRACTOR in the execution or performance of this contract. If any action or proceeding shall be brought by or against the City of Sealy in connection with any such claim, action, suit, demand, proceeding, cost, damage, or liability, the CONTRACTOR, on notice from the City of Sealy, shall defend the City of Sealy against such action or proceedings at CONTRACTOR'S expense, by or through attorneys reasonably satisfactory to the City of Sealy. The CONTRACTOR'S obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by the CONTRACTOR under this Agreement. CONTRACTOR agrees to provide

architectural design services, as applicable, hereunder as expeditiously as is prudent considering the ordinary personal skill and care of a competent individual, as applicable, and in accordance with the generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the CONTRACTOR's trade or profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the services provided hereunder and the CONTRACTOR's performance. CONTRACTOR shall and does hereby agree to indemnify and hold harmless the CITY, its officers, officials, agents, representatives, and employees from any and all damages, loss, or liability of any kind, whatsoever, including, but not limited to, death, injury, or property damages, to the extent caused by the intentional, knowing, reckless, or negligent act or omission (hereinafter referred to as "fault") of the CONTRACTOR, its officers, agents, employees, invitees or other persons for whom it is legally liable, with regard to the performance of services, as applicable, pursuant to this Agreement, and the CONTRACTOR will reimburse the CITY's reasonable legal costs, including reasonable attorney's fees, in proportion to CONTRACTOR's liability for such engineering and architectural services, as applicable.

Section 16. Force Majeure: Neither the CONTRACTOR, its suppliers nor the CITY will be liable for any failure or delay in this Agreement due to any cause beyond its reasonable control, including acts of war, epidemics, acts of God, earthquakes, floods, embargos, riots, sabotage, labor shortages or disputes, governmental acts, including, but not limited to, measures taken to address or contain disease outbreaks, or failure of the Internet (not resulting from the negligence or willful misconduct of CONTRACTOR), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If the CONTRACTOR is unable to provide services for a period of thirty (30) consecutive days as a result of a continuing force majeure event, the CITY and CITY may cancel the contract without penalty.

Section 17. Jurisdiction: CITY, CITY, and CONTRACTOR agree that any dispute under this Agreement shall be brought in a court of competent jurisdiction in Austin County, Texas, and that this Agreement shall be governed by Texas law, except for the conflict of law provisions.

Section 18. Prohibition on Boycotting Israel. (REQUIRED IF CONTRACT VALUE IS OF \$100,000 AND COMPANY HAS TEN FULL TIME EMPLOYEES): Pursuant to Section 2271.002, Texas Government Code, CITY may not enter into a contract for goods or services unless the contract contains a written verification that the CONTRACTOR: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement. By executing this Agreement, CONTRACTOR verifies that CONTRACTOR does not boycott Israel or will not boycott Israel during the term of this Agreement.

Section 19. Engaging in Business with Sudan, Iran, or Foreign Terrorist Organizations Prohibited. Pursuant to Section 2252.152, Texas Government Code, CONTRACTOR warrants, represents, and agrees that CONTRACTOR is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts as a company that engages in business with Sudan, Iran, or a foreign terrorist organization.

Section 20. No Boycott of Energy Companies. By signing and entering into the Agreement, CONTRACTOR certifies and verifies, pursuant to Chapter 2271 and Chapter 809 of the Government Code, that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement. "Boycott energy company" has the meaning assigned by Section 809.001, Government Code.

Section 21. No Boycott of Firearms. By signing and entering into the Agreement, CONTRACTOR verifies, pursuant to Chapter 2274 of the Texas Government Code, that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and verifies it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" has the meaning assigned by Section 2274.001(3), Government Code.

Section 22. Entire Agreement: This Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, and understandings, oral or written, between the parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the parties executed subsequent to this agreement.

Section 23. Severability: In the event that any provision(s) of this Agreement shall for any reason be held invalid, illegal, or unenforceable, the invalidity, illegality or unenforceability of that provision(s) shall not affect any other provision(s) of this Agreement, and it shall further be construed as if the invalid, illegal, or unenforceable provision(s) had never been a part of this Agreement.

Section 24. Address and Notices, and Communication: The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one party to the other party under this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (i) by delivering the same in person, (ii) by depositing the same in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, or (iii) by depositing the same with a nationally recognized courier service guaranteeing "next day delivery," addressed to the party to be notified, (iv) by sending the same by telefax with confirming copy sent by mail, or (v) by sending the same by electronic mail with confirming copy sent by mail. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed by providing written notice in accordance hereunder, shall be as follows:

All notices and communications under this Agreement shall be mailed to the CONTRACTOR at the following address:

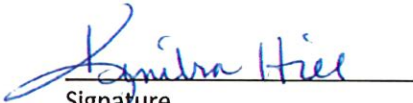
Studio M6
Attn: Scott Maddux 13551
W Brazos Bend Dr,
Needville, TX 77461
scottm@studio-m6.com
Phone: (832) 876-7113

All notices and communications under this Agreement shall be sent to the following address:

Sealy Economic Development Corporation and Sealy
Attn: Bill Atkinson
330 Main Suite 8
Sealy, TX 77474
BAtkinson@ci.sealy.tx.us
Phone: (979) 627-6121

SIGNATURES TO FOLLOW

For City of Sealy, Texas:



Signature
Kimbra Hill, Sealy City Manager, City of Sealy

7/14/2025
Date

For Contractor:



Signature

Scott Maddux, Principal
Name and title

06.09.25
Date

EXHIBIT A
Liedertafel Hall Renovation/Addition

The CITY and CONTRACTOR agree as follows:

I. Architect's Responsibilities

The Architect shall provide architectural services for the Project in a manner consistent with locally accepted standards for professional skill and care. The Architect shall assist the Owner in determining consulting service required for the Project. The Architect's services include the following consulting services:

NA

The Architect will coordinate the following Owner's consultants:

NA

studio M6/M6 Builders has the available resources to provide high quality Architecture and Construction Management to building restoration. This project will have Principal level leadership built upon more than 24 years of experience. We utilize the latest 3D tools to study designs and industry leading drafting software to produce Construction Documents. studio M6 equips our staff with mobile workstations so electronic files and drawings are with us onsite or in the office. We use Bluebeam pdf software that allows markup, editing and collaboration of drawings digitally between the design and construction teams in real time. This mobile approach eliminates the need for file transfers and rework. It reduces errors by allowing the same device to take notes or document construction details. All of these benefits allow for a quicker, more agile workflow that reduces design time and provides for a higher quality product. M6 Builders works with quality subcontractors with many years of experience in the Greater Houston Area construction market that often provide more than one trade to reduce schedule and manage conflicts. Providing both the design and construction management out of one office and under one roof increases quality, increases speed and reduces costs. Our staff committed to this project are:

Scott Maddux – Principal, AIA, LEED AP, CDT
Leah Maddux – Administrative Assistant
Chad Howard – Construction Superintendent

During the Design Phase the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based upon the approved Project requirements, the Architect shall develop a design, obtain Owner approval and prepare Construction Documents.

II. Owner's Responsibilities

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes 5-10% contingencies and meets the Project requirements. The Owner shall provide decisions and furnish the required information expeditiously as necessary for the progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect but required for the Project.

III. Use of Documents

Drawings, specifications and other documents prepared by the Architect are instruments of the Architect's service and are for the Owner's use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the Project or termination of this Agreement, the Owner's right to use the instruments of service shall cease, with the exception of work defined in this project to be built in future phases. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information or has permission from the copyright owner to transmit the information for its use on the Project.

IV. Miscellaneous Provisions

The Architect and Architect's consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the Project site.

V. Payments and Compensation to the Architect

The Owner shall pay the Architect the fee terms stated in each Task Order. The fee will be billed in two invoices. Payments are due and payable upon receipt of the Architect's invoice. Amounts unpaid 30 days after the invoice date shall bear interest from the date payment is due at the rate of ten percent (10%).

At the request of the Owner, the Architect shall provide services not covered in an existing Task Order through either amendment of an existing task order, or through the issue of another Task Order. Either may be for additional services or compensation not previously included. Such services may include providing or coordinating services of consultants; revisions due to changes in the scope, quality or budget, evaluating or developing multiple options for pricing; and services not completed within six (6) months of the date of a Task Order through no fault of the Contractor.

VI. Schedule

The schedule is to be determined in each Task Order.

LOCAL CERTIFICATIONS

**ATTACHMENT I:
HOUSE BILL 89 VERIFICATION**

I, Scott Maddux, [Person Name] the undersigned representative of studio M6 Architects [Company or Business Name] (hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, does hereby depose and verify that the Company named above, under the provisions of Texas Government Code Chapter 2271:

1. Does not currently boycott the country of Israel; and
2. Will not boycott the country of Israel during the term of the contract with City of Sealy, Texas.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

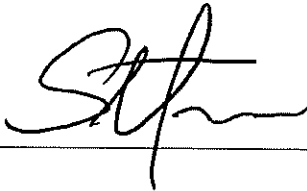
3. Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either

- a. it meets an exemption criterion under Section 2270.002; or
- b. it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response. (HB 793 –exemptions).

EXEMPTIONS APPLY TO THE FOLLOWING:

- A. Contract between a governmental entity and a company with less than 10 full-time employees
- B. Contract has a value of less than \$100,000 paid wholly or partly from public funds of the governmental entity

Signature: _____



Date: 06.09.25

ATTACHMENT II:

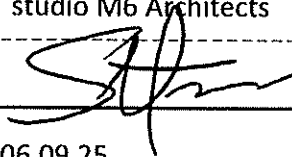
DISCLOSURE OF BUSINESS RELATIONSHIPS WITH IRAN, SUDAN, OR A FOREIGN TERRORIST ORGANIZATION

Texas S.B. 252 (Effective 9/1/2017): provides that (1) the City may not enter into a governmental contract with a Provider that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter.

By signing below, Offeror acknowledges that it has read and understands that it does not appear on the list maintained by the Texas Comptroller of Public Accounts.

Name of Offeror: studio M6 Architects

Signature of Authorized Representative:



Date: 06.09.25

**ATTACHMENT IV:
CONFLICT OF INTEREST QUESTIONNAIRE**

VENDOR: ATTACH YOUR COMPLETED CIQ FORM HERE

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of vendor who has a business relationship with local governmental entity.
studio M6 Architects

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

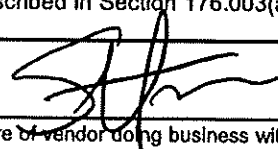
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?
 Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?
 Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7


Signature of vendor doing business with the governmental entity

06.09.25

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Task Order #1

Liedertafel Hall Renovation/Addition

The CITY and CONTRACTOR agree as follows:

01. Project Approach and Fees

CONTRACTOR will approach this project with honest and open communication. CONTRACTOR’S goal is to execute the project quickly and effectively. As an overall project approach, we listen to our client’s desires and provide quality design.

Fees and Expenses

CONTRACTOR will provide the work for a flat fee plus reimbursement of expenses as shown below. The CONTRACTOR will bill for the fee in 2 payments. Reimbursable expenses will be billed as incurred.

- CONTRACTOR – existing conditions documentation (renovated areas only)* \$2,000.00
- CONTRACTOR – architecture/interiors \$6,800.00
- CONTRACTOR – mechanical/electrical/plumbing \$2,250.00

Subtotal Fee \$11,050.00

- CONTRACTOR – TDLR Filing/Plan Review/Inspection \$1,350.00

Total Fee \$12,400.00

- * we will document the entire building in plan for an additional \$1,600.00

Reimbursable Expenses

Reimbursable expenses include but are not limited to: airfare and miles traveled to the site for meetings and site visits, hotels, meals and rental cars, printing, postage, deliveries, plan review and permitting fees. Miles will be billed according to IRS guidelines. All other expenses will be billed at actual expense plus 10% markup.

Additional Services and Hourly Fee Schedule

Any changes to approved, completed or partial designs that cause rework will be considered Additional Services. In the event the Owner has not provided an adequate budget; value engineering, evaluating alternates and substitutions presented by the contractor and revisions to drawings will be considered Additional Services.

Additional Services, if required, will be billed at the provided billing rates.

Principal	\$200
Associate Architect	\$165
Architecture Intern	\$90
Administrative Assistant	\$75

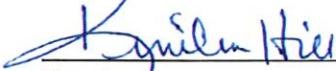
These hourly billing rates are effective through December 31, 2025.

02. Time for Completion

The work described in this TASK ORDER shall be completed in its entirety within ninety (90) calendar days after the CITY gives notice to proceed to the CONTRACTOR.

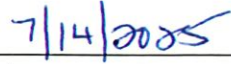
SIGNATURES TO FOLLOW

For City of Sealy, Texas:



Signature

Kimbra Hill, Sealy City Manager, City of Sealy



Date

For Contractor:



Signature

Scott Maddux, Principal

Name and title

06.09.25

Date

Item #2



AGENDA ITEM NO: 2

SUBMITTED BY: Mike Barrow, Assistant City Manager

MEETING DATE: September 3, 2025

STAFF REPORT

DESCRIPTION

Discussion and Possible Action regarding Chapman/B&PW Park Parking Expansion.

ANALYSIS

Months ago, the issue came before council at several councilmembers' request that staff address a plan for additional parking at Chapman/B&PW Park. At the May 29, 2025 City Council Meeting, council approved a task order with Strand for Additional Parking at the park. The public works director and I met with Jared with Strand to come up with ideas and to make the issues known.

Issues:

- There isn't enough parking with some of the larger events.
- Cars come in to the only entrance, find there isn't any parking spaces. This causes increased traffic and backups on the ONLY entrance/exit road into and out of the main parking areas. Kids and families crossing this road with the increased traffic is an issue. Connecting the main (primary) parking area with the secondary parking area is important, as well as, providing another exit to Lux Rd.
- The rentals of the pavilion in the park require us to state in the Little League Agreement that they have to set aside 20 parking spaces in the park for pavilion rental guests. It would be good for the pavilion rental guests to have their own parking with a gate that they can self-monitor. This will free up 20 spaces during little league events.
- Expanding the primary parking area by shifting the parking lot west and adding 3rd row parking from the entrance road and adding parking toward the playground and relocating the swing set is achievable.

RECOMMENDATION

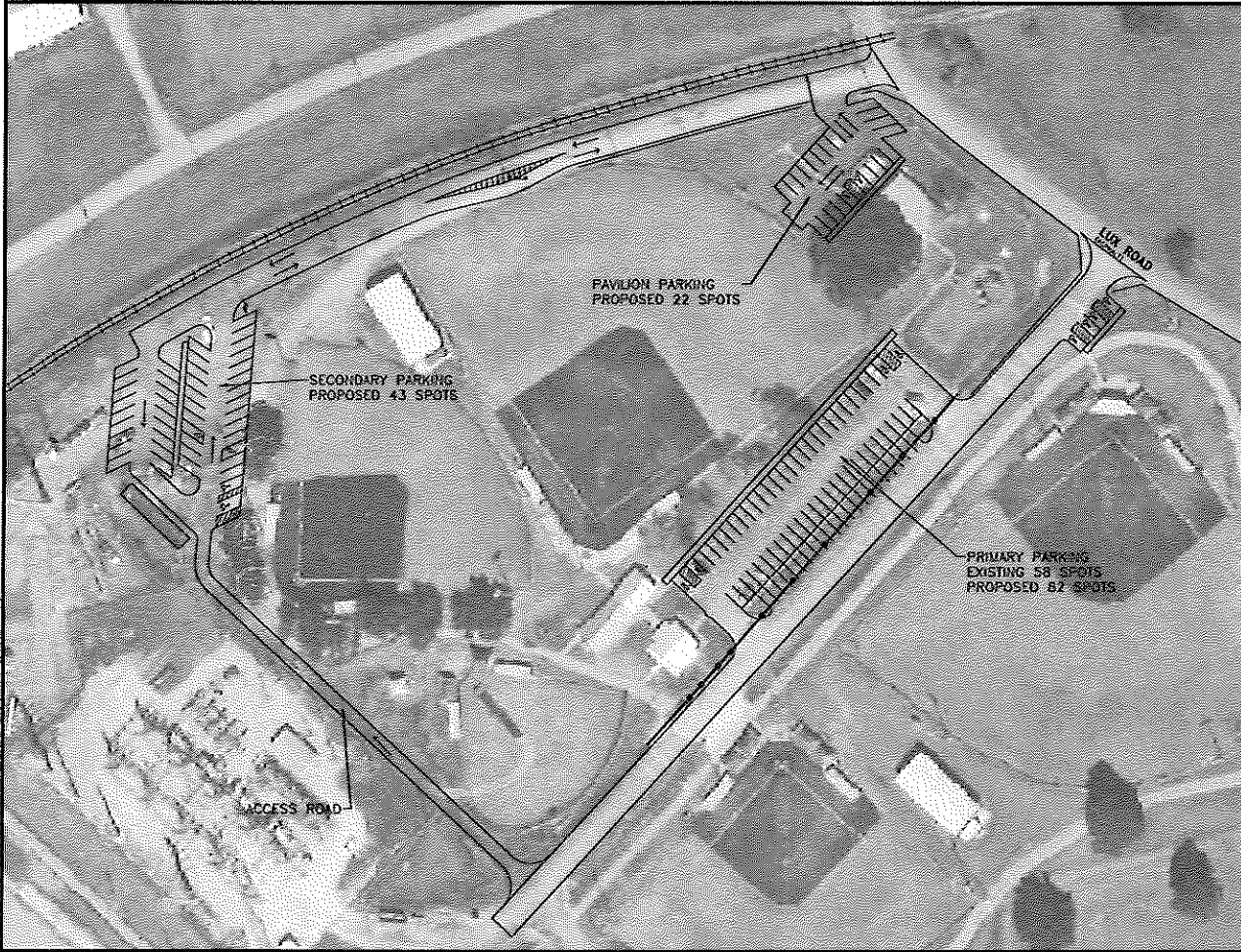
Staff Recommends Plan Alternate 1 at least to approve moving forward with a project to add as a Phase 1 Parking Expansion:

- Expansion of the primary parking area and relocation of swing set.
- Parking area for the pavilion rental guests.
- Added ADA parking near the park entrance.
- Connecting Access Road from main parking area to the secondary parking area.

Future Phase 2 could be the secondary parking and driveway running along the railroad tracks.

FINANCIAL IMPACTS

Request funding from EDC in combination with 2025 COs.



JOB NO. 38132811 PROJECT NO. 84 TSP No. P-001	
SA STRAND ASSOCIATES®	
SHEET 2	
OVERALL SITE PLAN ALTERNATE 2 CITY OF SEALY BAPW PARK PARKING IMPROVEMENTS	
DATE	
SCALE	
REVISIONS	
NO.	
DATE	
BY	
CHECKED	
DATE	

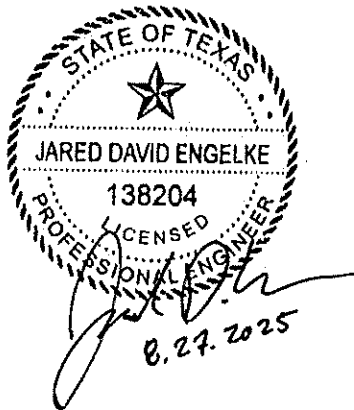


Strand Associates, Inc.®
 1906 Niebuhr Street
 Brenham, TX 77833
 (P) 979.836.7937
 www.strand.com

CITY OF SEALY, TEXAS
 B&PW PARK PARKING IMPROVEMENTS-SUMMARY
 COST OVERVIEW
 ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST (OPCC)
 August 27, 2025

PARKING AREA	ALTERNATIVE OPTIONS WITH COST	
	ALTERNATIVE NO. 1	ALTERNATIVE NO. 2
PRIMARY PARKING LOT	\$ 474,000	\$ 405,700
SECONDARY PARKING LOT	\$ 420,000	\$ 342,200
PAVILION PARKING LOT	\$ 182,100	\$ 152,800
MAIN PARK ROAD WITH HANDICAP SPOTS	\$ 122,700	\$ 122,700
ACCESS ROAD	\$ 56,900	\$ 56,900
TOTAL OPCC (ROUNDED):	\$ 1,255,700	\$ 1,080,300

Jared D. Engelke, P.E.
 Strand Associates, Inc.® (TBPE No. F-8405)
 1906 Niebuhr Street
 Brenham, TX 77833



Item #3



AGENDA ITEM NO: 3

SUBMITTED BY: Patrick Parsons, Public Works Director

MEETING DATE: September 3 , 2025

STAFF REPORT

DESCRIPTION

Discussion and Possible Action regarding Awarding or Rejecting Bid(s) for Rexville Road Water Plant Project and authorize the Mayor to execute the construction contracts contingent upon review and approval by the City Attorney.

ANALYSIS

Bids for the above-referenced Project were opened on August 14, 2025. Six Bids were received with the resulting Bid tabulation enclosed. The low Base Bid of \$4,279,100 was less than ENGINEER's opinion of probable construction cost.

Avila Construction Group, LLC of San Antonio, Texas, was the apparent low Bidder with a base Bid of \$4,279,100. The project includes two bid alternatives. The low Base Bid includes Bid Alternative Nos. 1 and 2 of \$208,400 and \$14,900, respectively. If both alternatives are selected, the low Bidder's total Bid is \$4,502,400. Bid Alternate No. 1 is for a concrete ground storage tank rather than a bolted steel tank. Bid Alternate No. 2 is for an asphalt driveway rather than a gravel driveway. The Bid included a Bid Bond for 5 percent and Addendum Nos. 1, 2, and 3 were acknowledged. The Bid is deemed to be responsive.

RECOMMENDATION

Staff Recommends to approve Avila Construction Group, LLC of San Antonio, Texas.

FINANCIAL IMPACTS

Patrick Parsons

From: Ruiz, Morgan <Morgan.Ruiz@strand.com>
Sent: Thursday, August 21, 2025 3:19 PM
To: Kimbra Hill; Patrick Parsons
Cc: Nicholas Hagen; Sandra Vrablec; Travis Cochran; Michael Barrow; Brooke Kaiser
Subject: Sealy Rexville Road | Bid Tabulation
Attachments: 082025-RBT.pdf; 1_Avila.Construction.Group.pdf

Kimbra and Patrick,

Attached is the bid tabulation and letter, summarizing the 6 bids that were received. You will be receiving a hard copy of this letter early next week. I have also included the low bidder's submittal, including the bid documents and qualifications statement for your use.

Thanks,
Morgan



Morgan Ruiz, P.E.
Strand Associates, Inc.® (F-8405)
812.372.9911 ext. 4052
Morgan.Ruiz@strand.com | www.strand.com
P.E. (IN, TX)

Excellence in EngineeringSM



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

August 20, 2025

Ms. Kimbra Hill, City Manager
City of Sealy
415 Main Street
Sealy, TX 77474

Re: Rexville Road Water Plant
Contract 1-2024
City of Sealy, Texas

Dear Kimbra,

Bids for the above-referenced Project were opened on August 14, 2025. Six Bids were received with the resulting Bid tabulation enclosed. The low Base Bid of \$4,279,100 was less than ENGINEER's opinion of probable construction cost.

Avila Construction Group, LLC of San Antonio, Texas, was the apparent low Bidder with a base Bid of \$4,279,100. The project includes two bid alternatives. The low Base Bid includes Bid Alternative Nos. 1 and 2 of \$208,400 and \$14,900, respectively. If both alternatives are selected, the low Bidder's total Bid is \$4,502,400. The Bid included a Bid Bond for 5 percent and Addendum Nos. 1, 2, and 3 were acknowledged. The Bid is deemed to be responsive.

Strand Associates, Inc.[®] has not previously worked with Avila Construction Group on projects.

If you determine that Avila Construction Group, LLC is a responsible Bidder after your evaluation of their qualifications, we recommend proceeding with award of the Contract in accordance with Article 18 of the Instructions to Bidders.

Sincerely,

STRAND ASSOCIATES, INC.[®]

Ryan D. Tinsley, P.E., ENV SP

Enclosure

TBPE No. F-8405
TBPLS No. 10030000

3903.0740F:\AR\BRE\Documents\Special\Archive\2025\Sealy, City of (TX)\3903.074.1-2024 RDT(16) Specification Letter(s) Resulting Bid Tabulation\082025.docx

Bids Received: 2 P.M.
August 14, 2025

STRAND ASSOCIATES, INC.®
TBPE No. F-8405
TBPLS No. 10030000
1906 Niebuhr Street
Brenham, TX 77833

CITY OF SEALY
SEALY, TEXAS
REXVILLE ROAD WATER PLANT
CONTRACT 1-2024

BID TABULATION SUMMARY

Bidder and Address	Bid Bond or Guarantee	Addenda Acknowledged	Computed Total Base Bid	Bid Alternative No. 1	Bid Alternative No. 2
Avila Construction Group, LLC 14310 Northbrook Drive Suite 230 San Antonio, TX 78232	5%	Yes	\$4,279,100.00	\$208,400.00	\$14,900.00
IECON Inc. 2537 South Gessner Road Suite 126 Houston, TX 77063	5%	Yes	\$4,529,070.78	\$864,488.13	\$72,617.46 *\$72,617.45
W.W. Payton Corporation 30655 FM 529 Brookshire, TX 77423	5%	Yes	\$4,950,000.00	\$500,000.00	\$25,000.00
M5 Utilities, LLC 10038 Johns Road Boerne, TX 78006	5%	Yes	\$5,055,757.70	\$417,271.16	\$110,261.90
Mercer Construction Company 909 North Colorado Edna, TX 77957	5%	Yes	\$6,503,000.00	\$240,000.00 *\$6,743,000.00	\$3,000.00 *\$6,506,000.00

Bidder and Address	Bid Bond or Guarantee	Addenda Acknowledged	Computed Total Base Bid	Bid Alternative No. 1	Bid Alternative No. 2
GDC Industrial, Inc. 5409 FM 2767 Tyler, TX 75708	5%	Yes	\$7,883,332.00 *\$7,883,332.70	\$380,000.00 *\$1,880,000.00	\$75,000.00 *\$225,000.00

*CONTRACTOR'S COMPUTED TOTAL

Reviewed by: 




8/20/2025

Bids Received: 2 P.M., August 14, 2025

STRAND ASSOCIATES, INC.®
 TBE# No. F-6405
 TBEPLS No. 10030000
 1906 Nabbuhr Street
 Breckenham, TX 77833

CITY OF SEALY
 SEALY, TEXAS
 REXVILLE ROAD WATER PLANT
 CONTRACT 1-2024

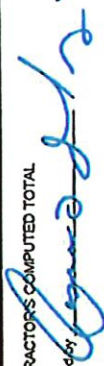
BID TABULATION BREAKDOWN

No.	Description	Quantity	Unit	Avia Construction Group, LLC		IECCO Inc.		W.V. Payton Corporation		M&S Utilities, LLC		Merrett Construction Company		IGDC Industrial, Inc.	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.	Provide 500,000-GAL Welded Steel Ground Storage Tank, Foundation, and Related Appurtenances	1	LS	\$ 1,166,600.00	\$ 1,166,600.00	\$ 1,086,456.08	\$ 1,086,456.08	\$ 1,300,000.00	\$ 1,300,000.00	\$ 1,310,796.46	\$ 1,310,796.46	\$ 1,450,000.00	\$ 1,450,000.00	\$ 1,500,000.00	\$ 1,500,000.00
2.	Provide Prefabricated Booster Pump Station and Related Appurtenances	1	LS	\$ 1,219,500.00	\$ 1,219,500.00	\$ 1,381,956.12	\$ 1,381,956.12	\$ 1,300,000.00	\$ 1,300,000.00	\$ 1,631,959.38	\$ 1,631,959.38	\$ 1,860,000.00	\$ 1,860,000.00	\$ 944,749.00	\$ 944,749.00
3.	Provide Gravel Driveway as Indicated in the Drawings	1	LS	\$ 22,200.00	\$ 22,200.00	\$ 47,552.79	\$ 47,552.79	\$ 50,000.00	\$ 50,000.00	\$ 45,387.98	\$ 45,387.98	\$ 180,000.00	\$ 180,000.00	\$ 132,000.00	\$ 132,000.00
4.	Perform Additional Work Not INCL in Other Bid Items as Required for a Functional Water Plant, INCL but Not Limited to Yard Piping, Chemical Building, Electrical Equipment, Sidewalk, Well-Related Items, and Seeding and Sodding	1	LS	\$ 1,693,300.00	\$ 1,693,300.00	\$ 1,825,168.04	\$ 1,825,168.04	\$ 2,124,000.00	\$ 2,124,000.00	\$ 1,886,625.72	\$ 1,886,625.72	\$ 2,800,000.00	\$ 2,800,000.00	\$ 4,981,580.00	\$ 4,981,580.00
5.	Excavation Safety	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 12,937.77	\$ 12,937.77	\$ 1,000.00	\$ 1,000.00	\$ 4,028.16	\$ 4,028.16	\$ 38,000.00	\$ 38,000.00	\$ 150,000.00	\$ 150,000.00
6.	Construction Materials Testing Cash Allowance (Section 31 23 00-Excavation, Fill, Backfill, and Grading)	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
7.	Rexville Site SCADA System Supplier Integration Cash Allowance (Section 26 03 00-Controls and Instrumentation)	1	LS	\$ 115,000.00	\$ 115,000.00	\$ 115,000.00	\$ 115,000.00	\$ 115,000.00	\$ 115,000.00	\$ 115,000.00	\$ 115,000.00	\$ 115,000.00	\$ 115,000.00	\$ 115,000.00	\$ 115,000.00

No.	Description	Quantity	Unit	Avila Construction Group, LLC		IECON Inc.		W.V. Payton Corporation		M/S Utilities, LLC		Mercor Construction Company		GDC Industrial, Inc.	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
2.	Other SCADA System Supplier Integration Cash Allowance (Section 26 03 00-Controls and Instrumentation)	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
3.	Electrical Services Cash Allowance (Section 26 21 00-Electrical Service System)	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
ENGINEERS COMPUTED TOTAL					\$ 4,279,100.00		\$ 4,529,070.78		\$ 4,950,000.00		\$ 5,055,757.70		\$ 6,503,000.00		\$ 7,893,332.00
CONTRACTORS COMPUTED TOTAL					\$ 4,279,100.00		\$ 4,529,070.78		\$ 4,950,000.00		\$ 5,055,757.70		\$ 6,503,000.00		\$ 7,893,332.70

* CONTRACTORS COMPUTED TOTAL

Reviewed by



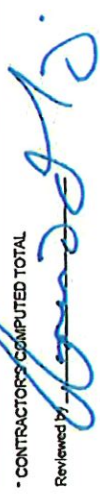
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CITY OF SEALY
 SEALY, TEXAS
 REXVILLE ROAD WATER PLANT
 CONTRACT 1-2024

BID ALTERNATIVE NO. 1 BREAKDOWN

Bids Received: 2 P.M., August 14, 2025

No.	Description	Quantity	Unit	Unit Price	Total Price	IECON INC. 2537 South Gessner Road Suite 128 Houston, TX 77063	W.W. Payton Corporation 30655 FM 529 Brookshire, TX 77423	MS Utilities, LLC 10038 Johns Road Boerne, TX 78006	Menzar Construction Company 909 North Colorado Edna, TX 77957	GDC Industrial, Inc. 9409 FM 2767 Tyler, TX 77508	Unit Price	Total Price
1.	Remove Base Bid Item No. 1 Provide 500,000-Gallon Welded Steel Ground Storage Tank, Foundation, and Related Appurtenances.	1	LS	\$ (998,200.00)	\$ (998,200.00)	\$ (793,088.00)	\$ (1,300,000.00)	\$ (1,311,994.26)	\$ (1,450,000.00)	\$ (1,500,000.00)	\$ (1,500,000.00)	\$ (1,500,000.00)
2.	Provide 500,000-Gallon Pre-stressed Concrete Ground Storage Tank, Foundation, and Related Appurtenances.	1	LS	\$1,208,600.00	\$1,208,600.00	\$1,657,576.13	\$1,800,000.00	\$1,729,265.42	\$1,690,000.00	\$1,890,000.00	\$1,890,000.00	\$1,890,000.00
ENGINEER'S COMPUTED TOTAL					\$ 208,400.00	\$ 864,488.13	\$ 500,000.00	\$ 417,271.16	\$ 240,000.00	\$ 390,000.00		
CONTRACTOR'S COMPUTED TOTAL					\$ 208,400.00	\$ 864,488.13	\$ 500,000.00	\$ 417,271.16	\$ 240,000.00	\$ 390,000.00		\$1,890,000.00

* CONTRACTOR'S COMPUTED TOTAL
 Reviewed by: 

Bids Received: 2 P.M., August 14, 2025

STRAND ASSOCIATES, INC.®
 TPBE No. F-9405
 TPPLS No. 10030000
 1906 Niebuhr Street
 Bronham, TX 77833

CITY OF SEALY
 SEALY, TEXAS
 REXVILLE ROAD WATER PLANT
 CONTRACT 1-2024

BID ALTERNATIVE NO. 2 BREAKDOWN

No.	Description	Quantity	Unit	AVIA Construction Group, LLC		IECON Inc.		W.W. Pavon Corporation		M5 Utilities, LLC		Mercer Construction Company		GDC Industrial, Inc.		
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
1.	Remove Base Bid No. 4 "Provide Gravel Driveway as Indicated in the Drawings."	1	LS	\$ (13,000.00)	\$ (13,000.00)	\$ (48,374.00)	\$ (48,374.00)	\$ (50,000.00)	\$ (50,000.00)	\$ (45,430.84)	\$ (45,430.84)	\$ (380,000.00)	\$ (380,000.00)	\$ (180,000.00)	\$ (180,000.00)	
2.	Provide Asphalt Driveway as Indicated in the Drawings	1	LS	\$ 33,900.00	\$ 33,900.00	\$ 121,591.46	\$ 121,591.46	\$ 75,000.00	\$ 75,000.00	\$ 155,692.74	\$ 155,692.74	\$ 183,000.00	\$ 183,000.00	\$ 225,000.00	\$ 225,000.00	
ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 2					\$ 14,900.00	\$ 14,900.00	\$ 72,617.46	\$ 72,617.46	\$ 25,000.00	\$ 25,000.00	\$ 110,281.90	\$ 110,281.90	\$ 3,000.00	\$ 3,000.00	\$ 75,000.00	
CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 2					\$ 14,900.00	\$ 14,900.00	\$ 72,617.45	\$ 72,617.45	\$ 25,000.00	\$ 25,000.00	\$ 110,281.90	\$ 110,281.90	\$ 36,506,000.00	\$ 36,506,000.00	\$ 225,000.00	\$ 225,000.00

* CONTRACTOR'S COMPUTED TOTAL

Reviewed by: 

Item #4



AGENDA ITEM NO: 4

Discussion and possible action regarding Amending request from Austin County to allow Voting at the W. E. Hill Community Center for Constitutional Amendment Election on Tuesday, November 4, 2025, with Set-Up: Friday, October 17, 2025; and Pick-Up on Wednesday, November 5, 2025.

SUBMITTED BY: Sandra Vrabec, City Secretary

MEETING DATE: September 3, 2025

STAFF REPORT

DESCRIPTION

Discussion and possible action regarding Amending request from Austin County to allow Voting at the W. E. Hill Community Center for Constitutional Amendment Election on Tuesday, November 4, 2025, with Set-Up: Friday, October 17, 2025; and Pick-Up on Wednesday, November 5, 2025.

ANALYSIS

Back on February 4, 2025, the City Council Approved the Request and Agreement between the City of Sealy and the Austin County Election Department. The Sealy Independent School District will be having an Election on November 4, 2025 and is requesting Early Voting. So, the Austin County Election Department needs to Amend the Request and Agreement to include the Early Voting Dates. The Set-Up is now is Friday, October 17, 2025. Early Voting starts Monday, October 20th through Friday, October 31, 2025. The Reservation Calendar for the W. E. Hill Community Center has been blocked out for these dates.

FINANCIAL IMPACTS

N/A



Kim Rinn

Austin County Tax Assessor Collector

804 E. Wendt Street, Bellville, Texas 77418

Phone: 979-865-8633 Fax: 979-865-0183

krinn@austincounty.com

January 9, 2025

This shall serve as a request and agreement between the Austin County Election Department and the within named organization to access and use the facility listed below for the purposes of conducting the 2025 Elections. Election Judges will need to set up a day in advance and the facility will be in use for the election from approximately 6:30 a.m. to 7:30 p.m. on the day of the election. Scheduled dates are as follows:

May 3, 2025 Uniform Election (Saturday)

Set up: May 2, 2025 (Friday)

Pick up: May 5, 2025 (Monday)

November 4, 2025 Constitutional Amendment Election (Tuesday)

Set up: November 3, 2025 (Monday)

Pick up: November 5, 2025 (Wednesday)

Please have a member, officer or representative execute this agreement and return to the Austin County Election Department in the enclosed envelope. If any changes are necessary, please notify our office immediately or indicate the changes at the bottom of this agreement.

POLLING PLACE: W E HILL COMMUNITY CENTER

ADDRESS: P.O. Box 517 / 1000 Main Street, Sealy, TX 77474

PHONE NUMBER: (979) 885-3511

EMAIL ADDRESS OF CONTACT PERSON: svrablec@ci.sealy.tx.us

NAME OF CONTACT PERSON(S): Sandra Vrablec

RENTAL FEE: No Fee

Wendy Belski Mayor
Signature of Member, Officer or Representative

2-4-2025
Date



Kim Rinn

Austin County Tax Assessor Collector

804 E. Wendt Street, Bellville, Texas 77418

Phone: 979-865-8633 Fax: 979-865-0183

krinn@austincounty.com

August 6, 2025

Amended Contract

This shall serve as a request and agreement between the Austin County Election Department and the within named organization to access and use the facility listed below for the purposes of conducting the 2025 Elections. Election Judges will need to set up a day in advance and the facility will be in use for the election from approximately 6:30 a.m. to 7:30 p.m. on the day of the election. Scheduled dates are as follows:

November 4, 2025 Constitutional Amendment Election (Tuesday)

Set up: October 17, 2025 (Friday)

Pick up: November 5, 2025 (Wednesday)

Please have a member, officer or representative execute this agreement and return to the Austin County Election Department in the enclosed envelope. If any changes are necessary, please notify our office immediately or indicate the changes at the bottom of this agreement.

POLLING PLACE: W E HILL COMMUNITY CENTER

ADDRESS: P.O. Box 517 / 1000 Main Street, Sealy, TX 77474

PHONE NUMBER: (979) 885-3511

Item #5



AGENDA ITEM NO: 5

Discussion and possible action to approve a one-year extension of depository services with Wells Fargo.

SUBMITTED BY: Jennifer Matura, Finance Director

MEETING DATE: September 2, 2025.

STAFF REPORT

SUMMARY

In August 2022, the City of Sealy issued a Request for Proposals (RFP) for bank depository services. On September 20, 2022, City Council awarded the contract to Wells Fargo for an initial three-year term (October 1, 2022 – September 30, 2025), with the option to extend the agreement for not more than two additional one-year extensions.

Wells Fargo currently services as the City's primary depository institution, providing essential services, including account management, fraud detection, and online banking support.

ANALYSIS

On August 6, 2025, staff conducted the annual relationship review meeting with Wells Fargo. The discussion covered account structures and management, authorized signers, portal users and access levels, customer service responsiveness and resolution times, fraud analytics, and product recommendations.

During this review, staff and bank representatives discussed exercising the first of the two one-year extensions. On August 25, 2025, the City received the contract extension documents for City Council consideration. The proposed one-year contract extension would commence on October 1, 2025 and expire on September 30, 2026.

Wells Fargo continues to meet our critical service requirements and has demonstrated timely customer service and issue resolution, vital fraud monitoring, and effective account management tools and resources. The City has continued to maintain a positive and productive relationship with Wells Fargo.

FINANCIAL IMPACT

Staff recommends that City Council approve the one-year extension of depository services with Wells Fargo, effective October 1, 2025 through September 30, 2026.

Original Master Services Agreement

Master Agreement for Treasury Management Services

The Service Documentation contains the terms under which Wells Fargo Bank, N.A. and the banks, branches or subsidiaries listed in Appendix X (each, "Bank") provide you treasury management services ("Services"). "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in Services ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. The Bank customer to which the Services will be provided is identified in the Acceptance. Other capitalized terms used in this Master Agreement for Treasury Management Services ("Agreement") are defined in this document.

You and we agree:

1. **Service documentation.** The Service Documentation contains the terms governing each Service and includes:
 - a. The Service Description (which contains terms and conditions applicable to the specific Service),
 - b. The Acceptance (which indicates your acceptance of the Service Documentation),
 - c. This Agreement (which contains terms and conditions applicable to all Services),
 - d. The account agreement governing the account(s) (each, an "Account") you use in connection with the Service,
 - e. The Product Enrollment Form (which contains set-up information for each Service in which you are enrolling), and
 - f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Agreement and the Service Descriptions for Services you enroll in are posted at our Commercial Electronic Office® (CEO®) portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Agreement and all Service Documentation.

2. **Services.** You and we will agree upon the Services to be provided and the start date for each Service. Each Service is subject to the approval by our applicable branch or subsidiary. We will notify you when you have completed all requirements for enrolling in the Service and the Service is ready for you to use.
3. **Changes to services.** We may change (or add to) the terms and fees in the Service Documentation at any time. If an enhancement to a Service or other change requires a change to a Service Description, we will post an updated Service Description on the CEO portal. When required by Applicable Law, we will notify you of the change. If you continue to use a Service after the change takes effect, you will be bound by the change. As used in this Agreement, the term "Applicable Law" means all applicable laws (including common or customary laws), statutes, constitutions, policies, decrees, judgments, treaties, regulations, directives, by-laws, rulings, orders or operating circulars governing our activities and/or any transaction effected under this Agreement, including, but not limited to, the funds transfer system and clearing and settlement house rules.

- 4. Term and termination.** Unless a Service is terminated in accordance with the Service Documentation, this Agreement and each Service will continue in effect until terminated by either party upon 30 days' prior written notice to the other party.

We may suspend or terminate any Service:

- a. After we notify you of a breach of any provision of the Service Documentation or any other agreement with us, and you fail to cure the breach (if it can be cured) within 15 days of the date of the notice; or
- b. Without prior notice to you if:
 - i. We reasonably suspect that an Account associated with a Service has been compromised or otherwise subject to irregular, unauthorized, fraudulent, or illegal activity,
 - ii. You become subject to any insolvency or bankruptcy proceeding, or any receivership, liquidation, reorganization, or other similar proceeding, or you enter into any agreement or proceeding for voluntary liquidation, dissolution, composition with or assignment for the benefit of creditors or other winding up,
 - iii. We determine in our sole discretion that continuing to provide a Service may place us at risk of financial loss or result in an unacceptable credit exposure,
 - iv. Any guaranty of your obligations to us ("Guaranty") is terminated, revoked, or its validity contested by the guarantor ("Guarantor"),
 - v. We determine in our sole discretion that a material adverse change has occurred in your ability to perform your obligations under the Service Documentation, or in the ability of a Guarantor to perform its obligations under a Guaranty, or
 - vi. The Account necessary to provide a Service is closed.

The termination of a Service will not affect your or our respective rights with respect to transactions occurring before the termination. We will not be liable to you for any losses or damages you may incur as a result of any termination of any Service or termination or restriction of any CEO portal access rights under section 9(d) below.

- 5. Service fees.** You will pay us the fees described in the Service Documentation and any taxes applicable to each Service, however designated, but excluding taxes based on our net income. We may debit your Account for any fees not covered by earnings credits and any taxes that are due, or we may send you an invoice for these amounts, which you will promptly pay. Our charges and fees are in the applicable fee schedule for Services used in connection with your Account.
- 6. Security procedures.**
- a. Unless otherwise agreed, you agree that "Security Procedure" is the applicable security procedure described in the Service Documentation for your Initiation Method for the Service, which we will use to verify the authenticity of a Transaction. The term "Initiation Method" refers to the method we offer in the product enrollment form ("Set-up Form") or other Service Documentation for delivering your Transaction instructions to us with respect to the applicable Service and includes any applicable transmission protocols. The term "Transaction" means (i) any funds transfer or payment instruction (including any communication cancelling or amending an instruction), and (ii) any instruction, data or other information which we receive in your name with respect to a funds transfer. The purpose of the Security Procedure is to verify the authenticity of the Transaction. We will not use the Security Procedure to detect an erroneous or duplicate transaction. You will be responsible for any erroneous or duplicate transaction we receive in your name. You agree to be bound by each Transaction, whether or not authorized by you, issued in your name and accepted by us in compliance with the Security Procedure for the Service.
 - b. You agree that each Security Procedure for the Initiation Method in the Set-up Form or other Service Documentation for each of the Services (a) best meets your requirements with regard to the size, type and frequency of your Transactions, and (b) is commercially reasonable. If you have refused to use any standard Security Procedure and elect a non-standard Security Procedure, then you must sign the Non-Standard Security Procedure Elections form.

7. Confidential information. Unless otherwise stated in the Service Documentation, "Confidential Information" means all (a) User Guides and Terms of Use, and (b) Security Procedures, passwords, codes, security devices and related instructions. You will not acquire any ownership interest in or rights to Confidential Information as a result of your use of any Service.

You will:

- a. Maintain the confidentiality of the Confidential Information,
- b. Not disclose (or permit your employees or agents to disclose), copy, transfer, sublicense, or otherwise make any of it available to any person or entity, other than your employees who have a need to use the Confidential Information in connection with the applicable Service, and
- c. Not decompile, reverse engineer, disassemble, modify, or create derivative works of any Confidential Information.

You will notify us immediately if you know of or suspect any unauthorized disclosure, possession, use, or knowledge (each, an "Unauthorized Use") of any Confidential Information. If you (or your employees or agents) are responsible for the Unauthorized Use, you will, at your expense, promptly take all actions, including initiating court proceedings to recover possession and prevent further Unauthorized Use of the Confidential Information. You will also compensate us for any injury caused to us as a result of the Unauthorized Use.

8. Currency conversion. When your instructions require us to convert the amount of a payment order from the currency in which the Account is denominated ("Account Currency") to another currency ("Foreign Currency"), we will do so using the Applicable Exchange Rate in effect at the time we execute your payment order. "Applicable Exchange Rate" means the exchange rate we set and use for you when we convert one currency to another currency and includes a markup over our cost of sourcing the relevant currency. The markup factors include costs incurred, market risks and our desired return. The exchange rate we provide to you may be different from the exchange rates you see elsewhere. Foreign exchange rates are dynamic, and rates fluctuate over time based on market conditions, liquidity, and risks.

If a financial institution designated to receive the funds does not pay the beneficiary specified in the payment order, and the funds are returned to us, we will not be liable to you for a sum greater than the amount of the payment order after we have converted it from the Foreign Currency to the Account Currency using the Applicable Exchange Rate in effect at the time the funds are returned to us. You accept the risks of any change in the Applicable Exchange Rate between the time you request a payment order and the time the payment order is either completed or is unwound due to a cancellation, an amendment, a rejection, or a return.

9. CEO portal.

- a. **Description of the CEO portal.** The CEO portal is our electronic banking portal that is accessed via the Internet. Your Authorized Agents (defined below) may use the CEO portal to access (i) Services in which you have separately enrolled (each, an "Accessed Service") and (ii) third-party sites we may make available through the CEO portal. We offer different channels through which you may access the CEO portal, including personal computers and mobile devices. We may add or eliminate channels at any time. A Service or third party site accessible through one channel may not be accessible through another channel.
- b. **Access to the CEO portal.** When you enroll in the CEO portal, and as we may determine is necessary after enrollment, we will provide Log-On Credentials (defined below) to the persons who are authorized to access the CEO portal on your behalf (each, an "Authorized Agent"). Log-On Credentials mean one or more secure methods we provide to access the Services and may include user IDs, passwords, token IDs, and other methods that we adopt from time to time. We have no obligation to separately verify or authenticate any communication we receive in your name through the CEO portal, whether or not it was actually from an Authorized Agent. You assume the entire risk of (i) unauthorized use of your Log-On Credentials and (ii) unencrypted electronic transmissions.

- c. **Administration of the CEO portal.** We offer two options for administering the CEO portal: (i) Administration and (ii) Bank administration.
- i. **Administration.** If you enroll in the Administration option, there are three categories of Authorized Agents: Company Administrator, Administrator, or User. Unless you and we separately agree, we will provide Log-On Credentials only to your initial Company Administrator(s) who will (a) assign Log-On Credentials to other individuals and (b) designate those individuals as one of the following:
- (1) A Company Administrator, who may perform all functions of your initial Company Administrator,
 - (2) An Administrator, who may perform all functions of an Administrator including designating other Administrator(s) and User(s), or
 - (3) A User, who may access the Services designated by a Company Administrator or an Administrator, as well as those Services in which we permit a User to self-enroll.

Each Company Administrator and Administrator has the authority to enroll you in additional Services. In addition to your use of Administration as described in this subsection, you may request that we assign Log-On Credentials to Users that you designate in writing to us. Your designation to us will specify the Services which the User is authorized to access in addition to those Services in which we permit a User to self-enroll.

- ii. **Bank administration.** For the Bank administration option, there is one category of Authorized Agent: Users. We will assign Log-On Credentials to each User you designate.

You will promptly revoke the Log-On Credentials of any Authorized Agent or User when that individual is no longer authorized to access the CEO portal. If you notify us in writing to revoke the Log-On Credentials of an Authorized Agent or User, we will have a reasonable time after receiving your written notification to revoke the individual's access.

- d. **Terminating access.** We may terminate or restrict any Authorized Agent's access to any Service through the CEO portal if we determine such use:
- i. Does not comply with any term applicable to the CEO portal,
 - ii. Is not permitted by Applicable Law,
 - iii. Is not authorized by you or any third party whose authorization we believe is necessary, or
 - iv. Should be denied for your or our protection (without us agreeing to or being required to make this determination in any circumstance).
- e. **Financial information.** Financial market data, quotes, news, research, and other financial information developed by third parties and transmitted to us ("Financial Information") may be available to you at the CEO portal. The posting of any Financial Information or any other information or data at the CEO portal is not a recommendation by us of any particular Service or transaction. We do not guarantee the accuracy or completeness of any Financial Information, nor are we responsible for (i) the actions or omissions of the third parties developing or transmitting Financial Information or (ii) any decision you make or action you take by relying on any Financial Information.

10. Alerts.

- a. **Non-subscribed alerts.** When you enroll in the CEO portal or other channels or Services, you consent to receiving by email or other delivery channels, servicing messages that we determine are important or urgent. You do not need to subscribe to receive such alerts and you do not pay additional service fees.
- b. **Subscribed alerts.** You may also enroll in fee-based alerts for applicable Services so that you can receive messages you subscribe to at the intervals and through delivery channels that you choose.

11. Liability and indemnification.

- a. We are not obligated to honor, in whole or in part, any payment order or other instruction that:
- i. Exceeds the available balance in the Account, unless otherwise provided in the Service Documentation,

- ii. Does not comply with the Service Documentation or our applicable policies, procedures, or practices made available to you,
 - iii. We have reason to believe may not have been duly authorized, should not be honored for our or your protection, or involves funds subject to a hold, dispute, restriction, or legal process, or
 - iv. Would possibly result in us not complying with Applicable Law.
- b. Neither we nor our software vendors make any express or implied representations or warranties with respect to the Services or any software used in connection with the Services, including any warranty as to the merchantability or fitness for a particular purpose, other than those expressly set forth in the Service Documentation.
- c. Any claim, action, or proceeding against us for losses or damages arising from a Service, must be brought within one year from the date of the act or omission, except as otherwise stated in the account agreement governing the Account.
- d. We will have no liability for our failure to perform or delay in performing a Service if the failure or delay is due to circumstances beyond our reasonable control. If we determine that any funds transfer or communications network, Internet service provider, or other system used to provide a Service is unavailable, inaccessible, or otherwise unsuitable for use by you or us, we may, upon notice to you, suspend or discontinue the affected Service.
- e. We will only be liable to you for actual damages incurred as a direct result of our failure to exercise reasonable care in providing the Services. Reasonable care requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. Our policies and procedures are general internal guidelines for our use and do not establish a higher standard of care for us than otherwise established under Applicable Law. A mere clerical error or an honest mistake will not be considered a failure by us to perform any of our obligations. Our liability to you will be limited to an amount not greater than 10 times our fees incurred in the calendar month immediately before the calendar month in which the loss or damages were incurred (or, if no fees were incurred in that month, our fees incurred in the month in which the losses or damages were incurred).
- f. Except in the case of our negligence or intentional misconduct, you will indemnify and hold us, our directors, officers, employees and agents ("Representatives") harmless from all losses or damages that arise out of:
- i. The performance of a Service in compliance with the Service Documentation, including any warranty we are required to make to a third party in connection with a Service,
 - ii. An act or omission of any of your agents, couriers, or Authorized Agents, and
 - iii. If the Service includes a license or sublicense of any software, any use or distribution of the software by you or any person gaining access to the software through you that is inconsistent with the license or sublicense.

You will promptly provide us with written proof of loss, and notify us if you become aware of any third party claim related to a Service. You will cooperate fully (and at your own expense) with us in recovering a loss. If we reimburse you, we or our designee will be subrogated to all of your rights (i.e., we will be entitled to assert any legal rights you had relating to the claim).

- g. Except as expressly provided otherwise in the Service Documentation, neither party nor its Representatives will be liable to the other party for:
- i. Any special, consequential, incidental (including court costs and attorneys' fees), indirect, or punitive losses or damages, or
 - ii. Business interruption, loss of profits, loss of business, loss of revenue, loss of goodwill, loss of opportunity, loss or injury to reputation, or loss of anticipated savings, whether any claim is based on contract or tort, or whether the likelihood of these losses or damages was known to the other party and regardless of the form of the claim or action.
- h. When you send payments on behalf of your third party customers, you agree you are solely liable to your customers for any and all losses those customers may suffer. We exclude all and any liability of whatever nature (including those losses detailed in subsection g above) arising out of your relationship with your customer.

- 12. Governing law.** The Service Documentation will be governed by: (a) U.S. federal law and (b) the law of (i) the U.S. state in which the office of Bank that maintains the Account is located or, if there is no such state or no account associated with such Service, (ii) the State of New York, without reference to its principles of conflicts of laws ("Governing Law").
- 13. Arbitration agreement.** Upon demand by you or us, any dispute or claim arising out of or relating to this Agreement, or the breach thereof, must be submitted to arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and must be heard before three arbitrators if the amount in dispute is U.S. \$5,000,000 or more or its equivalent in any other currency, and before one arbitrator for amounts in dispute of less than U.S. \$5,000,000 or its equivalent in any other currency. Arbitration will proceed in a location selected by AAA in the state of the applicable Governing Law, and if there is no such state, the place of arbitration must be New York, NY. The language of the arbitration must be English. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This arbitration requirement does not limit the right of you or us to: (a) exercise self-help remedies including setoff or (b) obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of you or us to submit any dispute to arbitration hereunder, including those arising from the exercise of the actions detailed in (a) and (b) of this section.
- 14. Jurisdiction.** For any proceedings regarding this Agreement (not subject to arbitration as provided in this Agreement), you hereby irrevocably submit to the jurisdiction of the courts of the Borough of Manhattan, New York City, in the State of New York or the federal courts located there and irrevocably agree that all claims in relating to the proceeding may be heard or determined in those courts.
- 15. Miscellaneous**
- a. **Severability.** Any portion of the Service Documentation which is inconsistent with Applicable Law or Governing Law will be deemed modified and applied in a manner consistent therewith, and we will incur no liability to you as a result of the inconsistency or modification and application to any dispute regarding the Service Documentation. If any portion or provision of the Service Documentation is deemed unenforceable, it will not affect the enforceability or validity of the remaining Service Documentation nor the enforceability or validity of that portion or provision under the law of any other jurisdiction.
 - b. **Entire agreement.** The Service Documentation (and any documents referred to therein):
 - i. Constitutes the entire agreement between you and us regarding the Services we provide for all Accounts opened with us, and
 - ii. Supersedes and extinguishes all prior agreements, understandings, representations and warranties of any nature (including requests for proposals and other sales material), whether oral or written, between you and us relating to any of our Services (including any other Master Agreement for Treasury Management Services, but excluding the current Commercial Account Agreement or Global Commercial Account Agreement, as applicable).
 - c. **Electronic agreement.** To facilitate execution, the Service Documentation may be executed by a party in the form of an "Electronic Record" (as defined in the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. ["ESIGN Act"]). The Service Documentation may be executed in as many counterparts as may be required to reflect all parties' approval, and all counterparts will collectively constitute a single agreement. An "Electronic Signature" (as defined in the ESIGN Act) that can be authenticated will constitute an original and binding signature of a party. The fact that a document is in the form of an Electronic Record or is signed using an Electronic Signature will not, in and of itself, be grounds for invalidating such document.
 - d. **No waiver.** Neither our failure nor any delay by us in exercising any right or remedy will be deemed to be a waiver of the right or remedy. No course of dealing or waiver of any right on one occasion will constitute a modification of the Service Documentation or be a waiver of that right on a subsequent occasion.
 - e. **Third party beneficiaries.** Except as otherwise provided in the Service Documentation, no person or entity other than the parties to this Agreement will be deemed to be a third party beneficiary under the Service Documentation.

- f. **Financial condition.** You will provide us promptly upon our request any existing financial statements or other information pertaining to your financial condition or any previously unprepared financial statements which we may require you to prepare and/or to be audited or reviewed by independent certified public accountants acceptable to us.
 - g. **Your representations and warranties.** You represent and warrant that: (i) you will not use any Service in a manner that would violate any Applicable Law by you or us; (ii) if you employ an agent in connection with its use of any Service, you represent and warrant to us that: (1) your governing body has duly authorized the agent; (2) you will exercise appropriate controls to ensure each authorized agent does not exceed the authority granted to it; and (3) you will preserve the confidentiality of the Log-On Credentials and immediately notify us if you become aware or suspect that any Log-On Credential may have been compromised.
 - h. **Use of names.** You and we will not use each other's name or refer to our relationship in any solicitation, marketing material, advertisement, news release, or other written, online or oral communication without specific prior written consent for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior written approval for such use.
 - i. **Notices and communications.** Either party may provide notice to the other party by mail, personal delivery, or electronic transmission.
 - i. You will notify us promptly in writing of any change in your name, Address, legal status, or any other changes relevant to the conduct of the Account or affecting your business relationship with us.
 - ii. The term "Address" as used in this Agreement refers to a mailing or electronic address.
 - iii. You will use the Address where your relationship manager or other manager is located and will address any notice to the attention of the manager.
 - iv. Each party will have a reasonable time after receipt of any notice to act on it.
 - v. Any communication or notice to us from your agent about your use of a Service will be deemed to be a communication from you, and you authorize us to communicate with your agent about any such communication or Service.
 - vi. We are entitled to rely on any communication or notice from you that we believe in good faith was authorized by your authorized representative or Authorized Agent and, we will have no obligation to verify or authenticate an identity of a sender or signature on any notice or communication, except as expressly provided in the Service Documentation.
- 16. Survival.** Sections 7, 9, 11 - 15 will survive termination of the Services and this Agreement.

APPENDIX X
Applicable Branches or Subsidiaries of Bank

1. Wells Fargo Bank, N.A. - London Branch
2. Wells Fargo Bank, N.A. - Cayman Islands Branch

Agreement

10/1/22 – 9/30/25



Amendment to Master Agreement for Treasury Management Services

Treasury Management Services

Introduction

This Amendment supplements and modifies the Master Agreement for Treasury Management Services ("Master Agreement") for City of Sealy. "You," "your" or "yours" refers to the customer identified in the immediately preceding sentence. The terms "we," "us," or "our" refer to the Bank. Capitalized terms used but not defined in this Amendment are defined in the Master Agreement. This Amendment constitutes part of the Service Documentation as defined in the Master Agreement. If there is a conflict between this Amendment and the Master Agreement or other Service Documentation, this Amendment will control. Except as expressly modified by this Amendment, all terms and provisions of Master Agreement and Service Documentation will continue to apply with full force and effect.

Amendment

We agree that the Master Agreement governing our relationship with you is amended as follows:

1. The following text is added at the end of Section 3 of the Master Agreement (titled "**Changes to services**"):

"Notwithstanding the immediately preceding paragraph, through the Initial Term End Date (as defined below) Bank will not change the fees for Services reflected on Attachment A, except:

- in order to reflect the impact of any change in Applicable Law;
- in the event your Service usage volume is materially lower than that reflected on Attachment A;
- for changes to Bank's pricing methodology for Services, including element IDs associated with a Service, so long as the change does not increase the total price of the Services to you (unless permitted under one of the two immediately preceding bullet points).

If you implement additional Services not described on Attachment A prior to the Initial Term End Date, the fees for such additional Services will be as disclosed to you in connection with the implementation of such additional Services."

2. The following text is added at the beginning of Section 4 (titled "**Term and termination**") as a new first sentence:

"Subject to the termination provisions below, the initial term of this Agreement will commence on October 1, 2022 and expire on September 30, 2025 ("Initial Term End Date"), and this Agreement may be extended for not more than two (2) additional one-year extension terms by your and our mutual consent."

3. The text of Section 12 (titled "**Governing Law**") is deleted in its entirety and replaced with the following:

"Governing law. The Service Documentation will be governed by: (a) U.S. federal law and (b) the law of Texas, without reference to its principles of conflicts of laws ("Governing Law")."

4. The text of Section 14 (titled "Jurisdiction") is deleted in its entirety and replaced with the following:

"Jurisdiction. For any proceedings regarding this Agreement (other than a proceeding subject to arbitration), you and we each hereby irrevocably submits to the jurisdiction of the courts of Texas or the federal courts located there and irrevocably agrees that all claims relating to the proceeding may be heard or determined in those courts."

5. The following text is added to the end of the Master Agreement as a new Section 17:

"Anti-Boycott Statute Verifications. To the extent that Sections 2271.002 and 2274.002 of the Texas Government Code (the "Anti-Boycott Statutes") apply to this Agreement and subject to applicable U.S. federal law, including, without limitation, 50 U.S.C. Section 4607, we verify that:

- We do not, and will not during the term of this Agreement, boycott Israel;
- We do not, and will not during the term of this Agreement, boycott energy companies; and
- We do not, and will not during the term of this Agreement, have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association.

The foregoing verifications will not apply to the extent the Anti-Boycott Statutes do not apply to this Agreement. Terms used in this Section 17., including without limitation "boycott Israel", "boycott energy companies" and "discriminate against a firearm entity or firearm trade association", will have the meanings assigned thereto in the Anti-Boycott Statutes."

WELLS FARGO BANK N.A.

By: 

Name: Dane Hawkins

Title: Sr. Relationship Manager

Date: 11-15-2022

CITY OF SEALY

By: Kimbra Hill

Name: Kimbra Hill

Title: City Manager

Date: 11.15.2022

Attachment A
Pricing for Specified Treasury Management Services
See Attached

CITY OF SEALY, TEXAS
REQUEST FOR PROPOSAL
BANKING DEPOSITORY SERVICES

AFP CODE	SERVICE DESCRIPTION	ESTIMATED MONTHLY VOLUME	FEE CHARGED PER UNIT	UNIT OF MEASURE
	<u>Balance and Compensation Information</u>			
00 0230	Recoupment monthly IB	\$ 12,245,960	\$ 0.12750	Per thousand dollar
00 0230	Recoupment monthly	\$ 1,206	\$ 0.12750	Per thousand dollar
	<u>General Account Services</u>			
01 0000	Account maintenance with check return	3	\$ 20.00000	Per account
01 0000	Account maintenance	10	\$ 8.00000	Per account
01 0100	Debits posted	39	\$ 0.10000	Per debit
01 0610	Check deposit adjustment	1	\$ 8.00000	Per adjustment
	<u>Purchasing Card Services</u>			
08 0000	Commercial card expense report tool base	1	\$ -	Per program
08 0000	Commercial card program maintenance fee	1	\$ -	Per program
08 0100	Commercial card transaction	146	\$ 1.00000	Per transaction
08 0301	Commercial card issuance	1	\$ -	Per card
	<u>Depository Services</u>			
10 0006	Branch deposit	3	\$ 3.00000	Per deposit
10 001A	Branch deposit post verify	44	\$ 2.00000	Per deposit
10 001A	Post verify cash deposited	\$ 72,389	\$ 0.00200	Per dollar
10 0040	Cash order fee in a branch	9	\$ 7.50000	Per transaction
10 0040	Currency furnished by branch	\$ 1,170	\$ 0.00300	Per dollar
10 0040	Rolled coin furnished by branch	7	\$ 0.50000	Per coin roll
10 0225	Deposited check	875	\$ 0.20000	Per check
10 0400	Return item - chargeback	1	\$ 3.00000	Per transaction
10 0401	Return item special instructions	1	\$ -	Per transaction
10 0402	Return item redeposited	1	\$ 2.50000	Per transaction
10 0404	Admin return item - repaired ACH item	1	\$ 3.00000	Per transaction
10 0404	Admin return item - repaired as check	1	\$ 4.00000	Per transaction
10 0453	Return item converted check chargeback IRD	1	\$ 4.50000	Per transaction
10 0453	Return item converted check redeposit	1	\$ 4.50000	Per transaction
	<u>Paper Disbursement Services</u>			
15 0030	Positive Pay monthly base	2	\$ 10.00000	Per account
15 0100	DDA checks paid	110	\$ 0.20000	Per check
15 0222	Positive Pay exception checks returned	1	\$ 15.00000	Per check returned
15 0300	MICR check rejects over 2%	19	\$ 0.50000	Per reject
15 0410	Stop payment - online	2	\$ 6.00000	Per stop payment
15 1350	Imaged paid check monthly base	1	\$ 7.50000	Per company
15 1352	Online image view < 90 days - item	4	\$ 0.10000	Per image retrieved
15 1352	Online image view > 90 days - item	4	\$ 1.00000	Per image retrieved
15 1353	Imaged paid check per CD	1	\$ 20.00000	Per CD ROM
15 1399	Imaged paid check per item	110	\$ 0.20000	Per image
	<u>Paper Disbursement Reconciliation Services</u>			
20 0010	Account reconciliation service monthly base - full	2	\$ 20.00000	Per account
20 0201	Account reconciliation service full reconciliation - item	97	\$ 0.05000	Per check issued
20 0201	Online check issues - item	8	\$ 0.05000	Per check issued
20 0310	Account recon service paper statement/report delivery	2	\$ 5.00000	Per statement

CITY OF SEALY, TEXAS
REQUEST FOR PROPOSAL
BANKING DEPOSITORY SERVICES

AFP CODE	SERVICE DESCRIPTION	ESTIMATED MONTHLY VOLUME	FEE CHARGED PER UNIT	UNIT OF MEASURE
20 0310	Account recon service paper stmt/report monthly base	2	\$ 5.00000	Per account
20 9999	Account recon services aged issue records on file - item	119	\$ 0.01000	Per record
	General ACH Services			
25 0000	ACH monthly base	3	\$ 15.00000	Per subscription
25 0102	ACH future dated item	601	\$ 0.10000	Per transaction
25 0201	Electronic credits posted	105	\$ 0.10000	Per credit
25 0220	ACH received addenda	76	\$ 0.01000	Per addenda record
25 0302	ACH NOC - manual	1	\$ -	Per transaction
25 0302	ACH return admin - manual	1	\$ 2.50000	Per return
25 0302	ACH return item - manual	1	\$ 2.50000	Per return
25 0312	ACH return unauthorized - manual	1	\$ 2.50000	Per return
25 0312	ACH return unauthorized quality fee	1	\$ 5.00000	Per return
25 0400	ACH online return subscription - account	4	\$ 10.00000	Per ACH Company ID
25 0501	ACH transmission charge	12	\$ 5.00000	Per batch/file
25 0620	ACH delete - item	1	\$ 15.00000	Per delete
25 0622	ACH exception process - duplicate file	1	\$ 20.00000	Per batch/file
25 0703	ACH online subscription - account	1	\$ 15.00000	Per ACH Company ID
25 0703	ACH online subscription - item	78	\$ 0.10000	Per item accessed
25 0703	Online ACH hyp item detail inquiry - per item	2	\$ 1.50000	Per inquiry
25 0710	ACH fax service	2	\$ 7.00000	Per page
25 1050	ACH online fraud filter review monthly base	13	\$ 7.50000	Per account
25 1053	ACH online fraud filter review - item	1	\$ 1.00000	Per transaction filtered
25 1070	ACH NOC - fax advice	1	\$ -	Per transaction
	Wire and Other Funds Transfer Services			
35 0100	Wire out domestic online/API	3	\$ 8.00000	Per transfer
35 0120	Wire book transfer online/API	13	\$ 0.50000	Per transfer
35 0300	Wire in to USA account - USA domestic	1	\$ 10.00000	Per transfer
35 0412	Wire mail confirmation	2	\$ -	Per confirmation
	Information Services			
40 0052	Online previous day reporting subscription	2	\$ 10.00000	Per account
40 0055	Online intraday reporting subscription	2	\$ 10.00000	Per account
40 022Z	Online alerts service - email	183	\$ 0.25000	Per email
40 0271	Online previous day reporting items loaded	270	\$ 0.05000	Per item loaded
40 0274	Online intraday reporting items reported	104	\$ 0.05000	Per item reported
40 0340	Online search	27	\$ 0.30000	Per inquiry
40 0340	Wire inquiry detail per item - online	1	\$ 1.50000	Per inquiry
40 1001	Photocopy customer service - item	2	\$ 10.00000	Per photocopy
	OTHER SERVICES OFFERED (Attach additional sheet if necessary.)			

CITY OF SEALY, TEXAS
REQUEST FOR PROPOSAL
BANKING DEPOSITORY SERVICES

AFP CODE	SERVICE DESCRIPTION	ESTIMATED MONTHLY VOLUME	FEE CHARGED PER UNIT	UNIT OF MEASURE

Contract Extension Documents

10/1/25 – 9/30/26



Reference is made to the Master Agreement for Treasury Management Services for City of Sealy as amended by that certain Amendment executed on or about November 15, 2022 (together, the "Agreement"). Pursuant to Section 4 of the Agreement and subject to the termination provisions therein, the parties hereby mutually consent to extension of the Agreement for an additional one-year extension term commencing on October 1, 2025 and expiring on September 30, 2026.

WELLS FARGO BANK, N.A.

CITY OF SEALY

By: _____

By: _____

Name: Dave Hawkins

Name: _____

Title: Lead Commercial Rel. Mgr.

Title: _____

Date: 8/25/25

Date: _____



Reference is made to the Master Agreement for Treasury Management Services for Sealy Economic Development Corporation as amended by that certain Amendment executed on or about November 21, 2022 (together, the "Agreement"). Pursuant to Section 4 of the Agreement and subject to the termination provisions therein, the parties hereby mutually consent to extension of the Agreement for an additional one-year extension term commencing on October 1, 2025 and expiring on September 30, 2026.

WELLS FARGO BANK, N.A.

By: [Signature]
 Name: Diane Hawkins
 Title: Lead Commercial Rel. Mgr.
 Date: 8/25/25

SEALY ECONOMIC DEVELOPMENT CORPORATION

By: _____
 Name: _____
 Title: _____
 Date: _____

Item #6



AGENDA ITEM NO: b

SUBMITTED BY: Patrick Parsons, Public Works Director

MEETING DATE: September 3, 2025

STAFF REPORT

DESCRIPTION

Discuss and possible regarding Contract for Gas Department Regulatory compliance by Enserv Solutions.

ANALYSIS

Enserv Solutions stays updated with Railroad commission laws and regulations throughout the year. Also, Enserv Solutions will update the City of Sealy gas books that are needed for Railroad commission Rules and Regulations. They do take care of all of our random drug testing for the gas department and our CDL drivers.

The only change in the contract is the price went up.

Monthly Management W/ Integrity- \$4120/ month --last year price was \$4000

Monthly Management W/ Integrity- \$3350/ month –last year price was \$3250

RECOMMENDATION

To approve Enserv Solutions including funding to work with the Gas Department.

FINANCIAL IMPACTS

This contract is budgeted for the gas Department.



08/19/2025

Hunter Kmiec
Gas Superintendent
City of Sealy
979-398-0845

Subject: DOT Compliance Support

It is Energy Services and Solutions, LLC (EnServ) pleasure to submit this bid of services for The City of Sealy. EnServ will provide Compliance Support for The City of Sealy to maintain compliance with TAC Title 16 Chapter 8 , 49 CFR 191, 192, 199 and 49 CFR 40. The proposal provided is for the following The City of Sealy's regulated assets.

Pipeline	Jurisdictional Status	Class 3 Miles
City of Sealy (Poly lines)	Distribution	46.25
City of Sealy (Steel lines)	Distribution	7.54

If you have any questions, please feel free to contact us and we will be happy to assist. EnServ looks forward to partnering with the City of Sealy team.

Nikki Durby
Compliance Manager
409-455-8304
Nikki@enservsolutions.com

Jose "Chevy" Cheverez
Integrity Manager
682-597-14736
Jose@EnServSolutions.com

1. Scope

Plans Management	<ol style="list-style-type: none"> 1. Operation and Maintenance Plan (Includes DP Section) 2. Operator Qualification Plan 3. Drug and Alcohol Plan 4. Distribution Integrity Management Plan (DIMP)- <i>included with IMP mgmt. option below</i> 	<p style="text-align: center;">Included</p>
Program Management (Identified Above)	<ol style="list-style-type: none"> 1. Conduct Baseline Audit of Compliance Gaps 2. Audit and Maintain Inspection Records 3. Annual Program Reviews on above plans 4. Manual Revisions/Updates per request on above plans 5. Manual Revisions/Updates with regulatory changes on above plans 6. Assist with Implementation of Manual Requirements on above plans 	<p style="text-align: center;">Included</p>
Regulatory Reporting Management	<ol style="list-style-type: none"> 1. Annual Reports 2. OPID Requests 3. Acquisition/Divestiture Notices 4. Incident Reporting 5. State Permitting and Filing (As Required by 192) 6. Change Notifications (PS48 Construction, Other) 7. Semi-Annual Leak Reporting 8. DAMIS Reporting (when applicable) 	<p style="text-align: center;">Included</p>
Drug and Alcohol Program Management PHMSA/FMCSA	<p>Drug and Alcohol implementation (Includes DOT employee transfer when applicable into DISA, program startup, afterhours DOT drug testing forms for onsite use and DOT Alcohol forms).</p> <p>*To ensure compliance with DOT regulations, City of Sealy will conduct pre-employment tests on PHMSA and FMCSA employees and place employees in perspective separate pools. EnServ will not charge for pre-employment tests during the implementation phase*</p> <p><i>Annual subscription included</i></p>	<p style="text-align: center;">Free</p>
	<p>Audit Current PHMSA D&A records and assist Company with Implementing the D&A program and maintaining the following records to ensure compliance with 49 CFR 199 & DOT part 40.</p> <p><i>Each record is per employee, per testing site, and per laboratory:</i></p>	<p style="text-align: center;">Included</p>
	<p>Provide the following D&A forms for supervisors completion on an <i>as needed</i> bases: Pre-employment Acknowledgment, Pre-employment Testing History, Previous DOT-Testing History, Certification of Completion (Supervisor's Training and Employees Training/Education), Post-Accident Guidelines for Supervisors &</p>	

Employees, Documentation of an Accident, Reasonable Suspicion Documentation, Refusal to Submit to a Drug and/or Alcohol test, Substance Abuse Professional Acknowledgment, RX/OTC Medication Information
Maintain PHMSA/FMCSA roster (new hire / terminations)
Last 2 years of MIS reports – records
Last year Statistical Data Report or MIS report – Consortium
Last 5 years of Lab Reports – each laboratory
Laboratory statistical reports – each quarter/each lab used
EAP information, posters, training material – record
Supervisor training D&A- 1 hour drug; 1 hour alcohol – lifetime certification – records
MRO (Medical Review Officer) credentials and certifications
Blind specimen records (if applicable)
DOT History/Background Checks – Request of Information from previous DOT regulated Employers – RIF forms
Plan acknowledgement forms – at hire date and following program changes
Drug Collector Certifications – each testing facility
Breath Alcohol Collector Certifications – each testing facility
Documentation on Evidential Breath Testing Equipment (EBT) being used at- each testing facility
Quality Assurance Plan (QAP) for the (BAT) – each testing facility
Calibration records for EBT – each testing facility
SAP Evaluations – when applicable – monitor duration of program & Records Retention associated
Return to Duty and Follow up testing – when applicable
Post-Accident Testing – when applicable
If any reasonable cause tests on MIS report, will want to document the supervisors that made the determination and will



	want to see supervisor training verification for those supervisors for records associated per PHMSA regulations	
D&A PHMSA/FMSCA Testing	Pay Associated Lab Fees / Testing Fees Accrued by Testing	\$50.00+ Collection/test
Auditing	<ol style="list-style-type: none"> 1. Participation and Preparation of one (1) PHMSA / TRRC Audit per Year. (5 Days, Travel Monday / Friday) <ol style="list-style-type: none"> a. PHMSA / State Audit Support b. PHMSA / State Response Communication 	Included
Status Meetings	<ol style="list-style-type: none"> 1. Conduct monthly Status meetings with City of Sealy team on all compliance programs being managed by Enserv. <i>*Additional status meetings will be billed out of scope</i> 	Included

Integrity Management	<ol style="list-style-type: none"> 1. Review existing DIMP program and provide guidance on all mandatory DIMP elements moving forward. 	See Rate Options Below
	<ol style="list-style-type: none"> 2. Develop and/or maintain SHRIMP program <ul style="list-style-type: none"> • Data collection, validation, and input into SHRIMP 4.0 • Review and verification of results • Recommendations for P&MMs, metrics, or other items to meet or exceed compliance • Implementation of accepted items above into DIMP manual (field or operational implementations excluded) 	
	<ol style="list-style-type: none"> 3. Annual Review to ensure updates and compliance with 192, Subpart P and State Regulations <ul style="list-style-type: none"> • Periodic Program Evaluation (default 3-year) • System Specification Review & Update • Manage SHRIMP documentation • P&MM Review & Update • Performance Metrics Review & Update • Receive input from Client 	
	<ol style="list-style-type: none"> 4. Assist with IMP-related questions, concerns, implementation, assessments, or other program requirements as requested, including IMP Audit Support. Note: This does not include field support or project management for technical assessments (construction/replacement projects, GWUT, Tethered ILLI, ECAs, etc.), or data management beyond SHRIMP analysis/results. 	



GIS Review	Preliminary GIS Review	Included
------------	------------------------	----------

RATES	Monthly Rate <u>with</u> Integrity Management	\$4,120/month
	Monthly Rate <u>without</u> Integrity Management	\$3,350/month

1. Assumptions

- Invoicing for Testing Fees and training will be invoiced in the month in which costs are accrued.
- The City of Sealy will notify the Consultant 5 business days prior to the new hire start date to ensure pre-employment testing is conducting and results received in a timely manner.

2. Exclusions

Scope does not currently include the following services:

- Engineering Services
- Environmental Services
- Field Inspections
- PHMSA / TRRC Filing Fees
- D&A testing fee's

3. Travel

Travel expenses are not included in any of the prices listed above. These expenses will be billed at the rates listed below:

Expenses	
Description	Amount
Airfare	Cost
Lodging	Cost
Rental Car	Cost
Fuel	Cost
Parking	Cost
Mileage	\$1.00 /mile
Meals	\$100 per diem



4. Out of Scope

Any work not covered under the scope of this contract will be considered out of scope. Out of scope work will be discussed and approved (verbal or written) before work begins. The following table identifies the rate sheet for out-of-scope pricing:

Hourly Rates	
Rate Description	Hourly Rate
Engineering Project Manager	\$275
Hydrogen Project Manager	\$275
Hydrogen Consultant	\$200
Integrity Manager	\$175
Project Manager	\$175
Engineer	\$175
Senior Compliance Manager	\$150
Senior Technical Writer	\$150
ESG Consultant	\$150
Compliance Specialist	\$135
Risk Modeling	\$125
Project Safety	\$125
Field Technician	\$125
Technical Writer	\$100
Field Safety	\$100
Admin Rate	\$75

5. Terms

By signing below the Company Representative Agrees to a one (1) year contract and will be responsible for paying this service contract on a Net 30 basis. The parties agree to the terms of this agreement and early termination of the contract will result in a six-month payout or through end of the contract whichever is less. Pricing will be increased by 3% per year starting 1 year after the signed contract date or start date, whichever is later. This Contract shall be deemed null and void if not signed within thirty days.

Service Selection:

- Monthly Management W/ Integrity - \$4,120/month
- Monthly Management W/out Integrity - \$3,350/month



Company Representative: _____

Date: _____

Signature: _____

Item #7



AGENDA ITEM NO: 7

SUBMITTED BY: Patrick Parsons, Public Works Director
MEETING DATE: September 3, 2024

STAFF REPORT

DESCRIPTION

Discussion and Possible Action regarding the Annual Nomination for the Purchase and Sale of Natural Gas Pursuant to Approval of a Gas Sales Contract with West Texas Gas (WTG) Marketing, LLC.

ANALYSIS

City staff completed research and we think it is in the City's best interest to renew with West Texas Gas for the 2025-2026 contracts. We have two contracts that are going to be renewed. One contract is for City gate 3 which is Hailing is the only customer on it. This contract is set at 50 MMBTU and will remain the same. The other contract is for city gate 1 and city gate 2 which last year we had a contract for 800 MMBTU. This year we will go from 800 MMBTU to 850 MMBTU. I have reached to other towns and a lot of the other towns use Kinder Morgan. Which our supplier is Energy Transfer for the City of Sealy.

RECOMMENDATION

Renew the gas contracts with West Texas Gas for the City's gas service for October 2025 through September 2026.

FINANCIAL IMPACTS

CITY OF SEALY
PROPOSED BUDGET WORKSHEET
AS OF: OCTOBER 31ST, 2025

57 -GAS FUND
GAS

DEPARTMENTAL EXPENDITURES	2022-2023 ACTUAL	2023-2024 ACTUAL	CURRENT BUDGET	2024-2025 YEAR-TO-DATE ACTUAL	PROJECTED YEAR END BUDGET	2025-2026 REQUESTED BUDGET	PROPOSED BUDGET
57-517-52330 Safety Equipment	1,079	3,016	3,000	0	0	3,000	
57-517-52360 Radio & Radar Equipment	0	0	0	0	0	0	
57-517-53000 Engineering Services	3,075	5,954	11,340	0	0	0	
57-517-53010 Auditing & Accounting	4,800	6,700	5,460	0	0	5,025	
57-517-53020 Consultant Services	63,450	48,512	57,750	0	0	61,000	Budgeted for the 5% increase.
57-517-53030 Legal Services	597	0	0	0	0	0	
57-517-53035 Contract Negotiation Servi	0	0	0	0	0	0	
57-517-53090 Contract Labor	2,115	3,000	5,400	0	0	6,000	
57-517-53130 Drug Testing Services	826	119	8,505	0	0	0	
57-517-53190 One-Call Services	1,636	1,752	3,150	0	0	3,200	
57-517-53200 Electricity	1,384	10,133	1,600	0	0	2,000	
57-517-53210 Telephone	2,146	2,637	3,000	0	0	3,000	
57-517-53270 GPS Service Fees	0	0	0	0	0	0	
57-517-53300 Dues & Subscriptions	77	791	2,180	0	0	2,100	
57-517-53310 Travel & Training	4,012	2,864	6,300	0	0	6,300	
57-517-53330 Postage & Shipping	787	891	850	0	0	1,500	
57-517-53340 Printing & Binding	657	1,286	1,400	0	0	1,800	
57-517-53390 Gross Receipts Tax	139,508	222,646	111,855	0	0	122,000	
57-517-53400 General Liability Insurance	10,377	12,262	14,297	0	0	12,410	
57-517-53420 Auto Liability Insurance	2,515	2,541	2,883	0	0	3,073	
57-517-53490 Claims Against the City	0	0	0	0	0	0	
57-517-53500 Buildings & Grounds Rep/Ma	700	443	3,150	0	0	3,200	
57-517-53520 Office Equipment Repairs/M	0	0	0	0	0	0	
57-517-53540 Motor Vehicles Repairs/Mai	4,517	3,161	8,000	0	0	8,000	
57-517-53560 Heavy Equipment Repairs/Ma	6,161	3,352	8,000	0	0	10,000	
57-517-53580 Radio & Radar Repairs/Main	0	0	810	0	0	800	
57-517-53590 Meter Repairs & Maintenanc	37,890	35,979	25,006	0	0	25,000	
57-517-53630 Gas Line Repairs & Mainten	31,811	34,497	25,006	0	0	25,000	
57-517-53660 Software Maintenance	0	2,102	3,500	0	0	5,000	
57-517-53700 Natural Gas Purchases	911,951	717,148	1,404,507	0	0	1,200,000	
57-517-53710 Discounts on Gas Purchase (65,979)	(64,391)	(90,000)	0	0	(72,000)	
57-517-53740 Pipeline Penalties	0	0	0	0	0	0	
57-517-53800 Lab Analysis Services	0	0	0	0	0	0	
57-517-53820 Natural Gas Leak Surveys	1,500	3,000	5,670	0	0	6,000	
57-517-53920 Equipment/Vehicle Rentals	8,281	9,074	16,000	0	0	20,000	
57-517-53930 Right-of-Way Rentals	50	0	250	0	0	300	
57-517-53940 Uniform Rentals	1,649	2,195	4,000	0	0	4,000	
57-517-53990 Other Rentals	0	0	0	0	0	0	
57-517-54030 Credit Card Processing Fee	0	0	0	0	0	0	
57-517-54400 Permit Fees	0	0	1,000	0	0	1,200	
57-517-54510 RP1162 Notification	4,209	4,223	5,500	0	0	6,000	
57-517-55980 Miscellaneous	2,500	0	0	0	0	0	
57-517-55990 Bad Debt Expense	319	978	0	0	0	2,500	
57-517-55995 Depreciation Expense	117,679	61,535	0	0	0	0	
TOTAL OPERATIONS	1,355,097	1,172,402	1,721,799	0	0	1,542,558	

517-52000 General Office Supplies
PERMANENT NOTES:
Includes pens, pencils, clip boards, printer toner, etc. Not
business card.

City Gate 1 City of Sealy City Gate Usage

Dec-24	CG 1&2	Jan-25	CG 1&2	Feb-25	CG 1&2	Mar-25	CG 1&2	Apr-25	CG 1&2	May-25	CG 1&2	Jun-25	CG 1&2	Jul-25	CG 1&2
1	403	431	1	449	1	348	1	386	1	585	1	388	1	561	
2	716	600	2	462	2	464	2	403	2	486	2	570	2	540	
3	719	583	3	614	3	626	3	406	3	308	3	618	3	449	
4	674	348	4	567	4	636	4	311	4	445	4	577	4	335	
5	727	801	5	589	5	771	5	309	5	641	5	597	5	347	
6	829	1382	6	593	6	736	6	517	6	633	6	520	6	443	
7	629	1245	7	472	7	491	7	550	7	605	7	398	7	626	
8	495	1317	8	305	8	349	8	421	8	613	8	376	8	629	
9	698	1355	9	433	9	672	9	462	9	466	9	550	9	604	
10	1003	1314	10	601	10	720	10	455	10	200	10	607	10	597	
11	980	875	11	680	11	662	11	316	11	448	11	665	11	529	
12	804	787	12	885	12	606	12	168	12	596	12	664	12	366	
13	691	1032	13	1117	13	635	13	276	13	594	13	522	13	434	
14	434	1070	14	790	14	521	14	407	14	590	14	330	14	561	
15	366	1085	15	539	15	332	15	480	15	604	15	380	15	554	
16	677	977	16	928	16	465	16	520	16	448	16	580	16	586	
17	669	694	17	843	17	650	17	441	17	275	17	546	17	570	
18	743	806	18	1059	18	602	18	314	18	354	18	607	18	587	
19	599	1348	19	1923	19	681	19	288	19	577	19	562	19	483	
20	663	1577	20	1540	20	729	20	388	20	591	20	547	20	437	
21	674	1535	21	1278	21	410	21	587	21	596	21	336	21	593	
22	560	1452	22	927	22	360	22	614	22	564	22	356	22	585	
23	346	1240	23	798	23	439	23	614	23	441	23	553	23	624	
24	194	1074	24	835	24	603	24	629	24	291	24	572	24	639	
25	198	667	25	750	25	595	25	489	25	288	25	608	25	541	
26	297	614	26	684	26	511	26	290	26	402	26	641	26	291	
27	315	999	27	685	27	613	27	400	27	609	27	594	27	378	
28	409	852	28	513	28	450	28	603	28	574	28	531	28	661	
29	471	679	29	236	29	236	29	593	29	623	29	492	29	633	
30	360	813	30	312	30	312	30	626	30	565	30	589	30	633	
31	320	732	31	456	31	456	31	626	31	408	31	589	31	596	

Red = > 850
Yellow = 800 - 849

Item #8



AGENDA ITEM NO. 8

Discussion and Possible Action regarding Placement of Two New Flock Safety Cameras received through MVCPA Grant Award at FM 2187 East of FM 1094 (TxDOT Right of Way) and on Rexville Road just past Kloecker Road (City Right of Way).

SUBMITTED BY: Russell Grimes, Assistant Chief of Police

MEETING DATE: September 3, 2025

STAFF REPORT

DESCRIPTION

From: Scott Riské

Subject: Two new Flock Camera locations for discussion

Attached are map shots of where we would like to place the two new Flock Safety cameras we received with the most recent MVCPA grant award. I think last time we presented it to City Council for approval.

#1 On FM 2187 east of FM 1094 (TxDOT right of way)

#2 On Rexville just past Kloecker (city right of way)

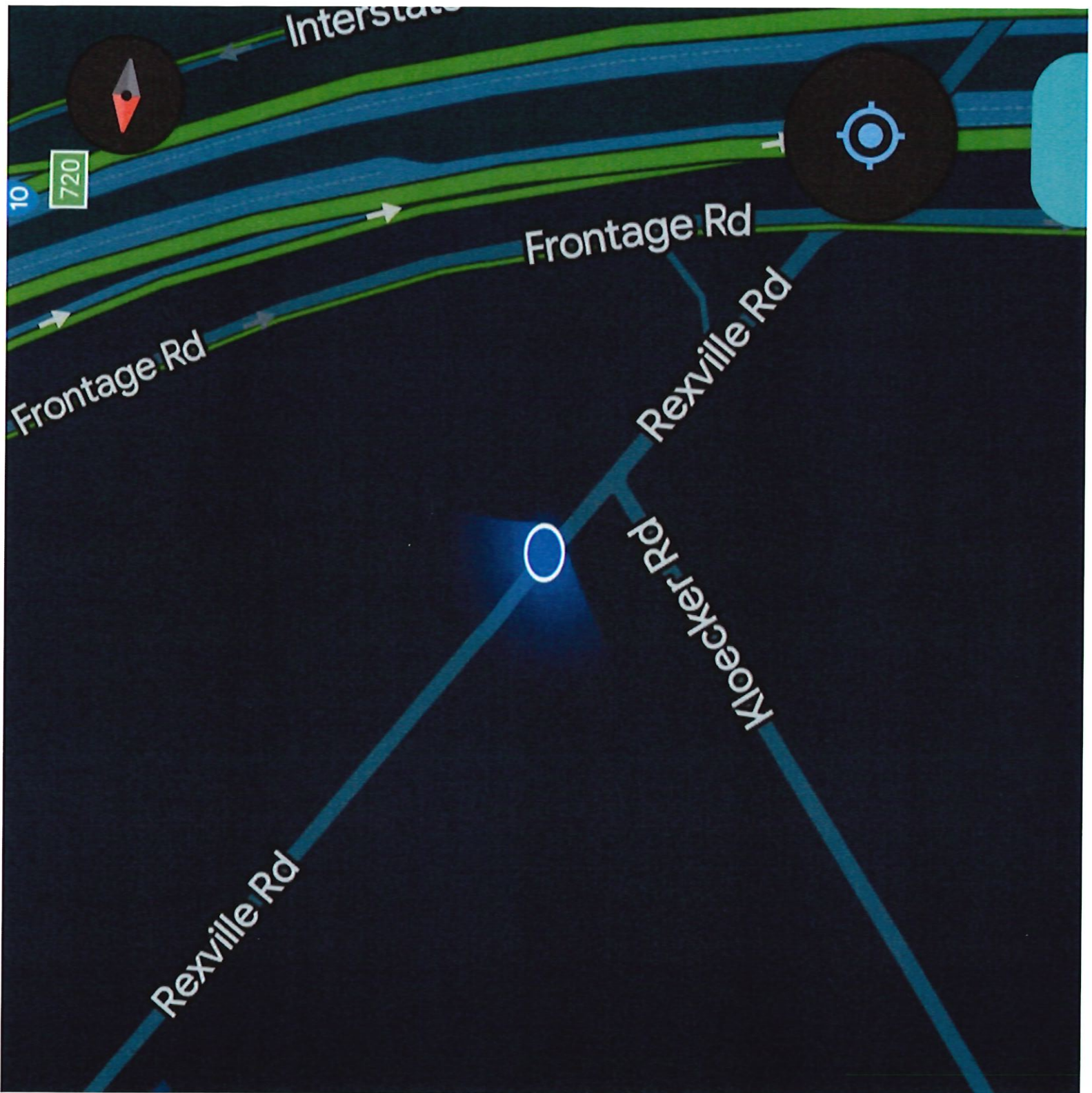
Thanks,

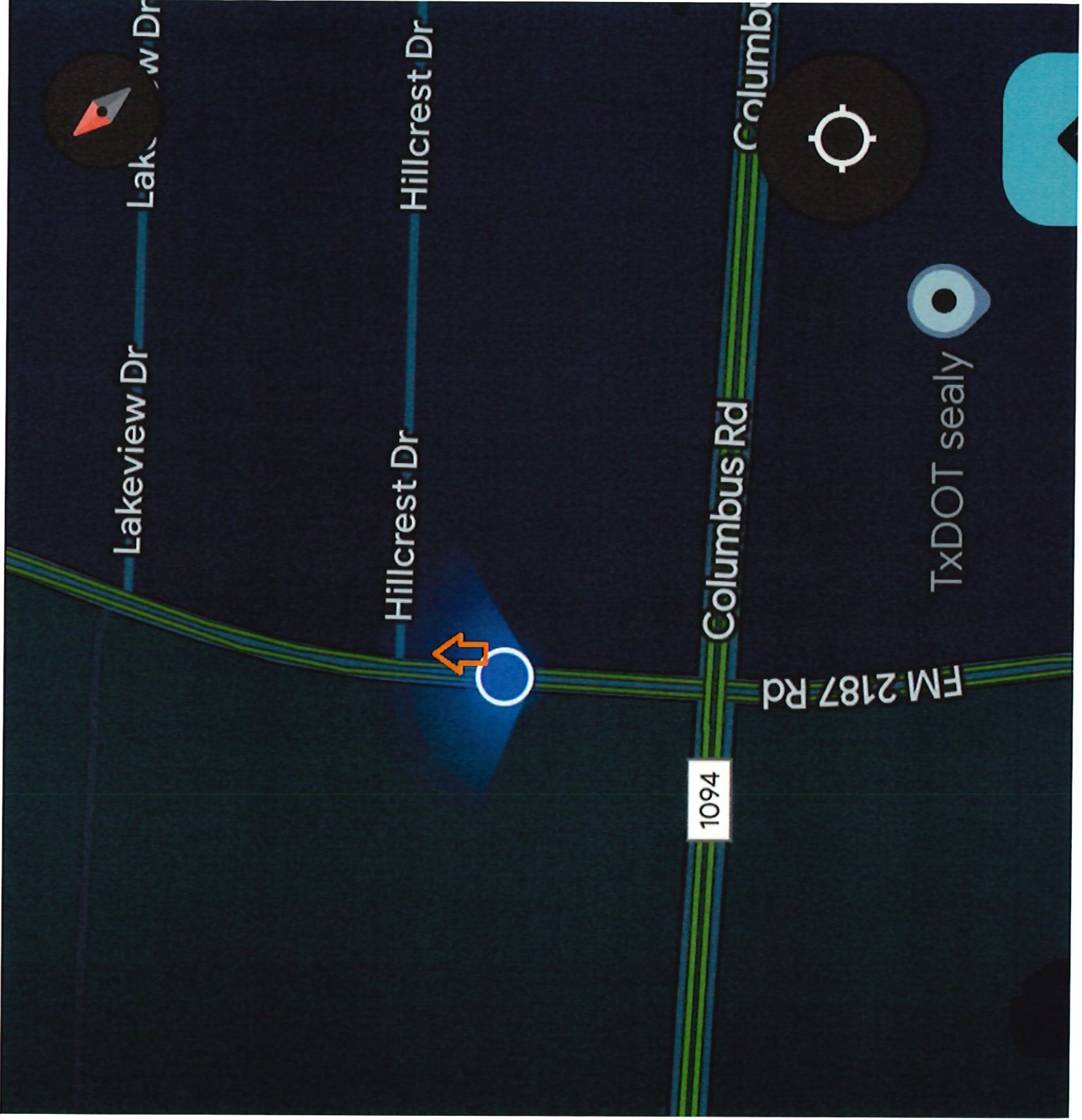
Scott Riské
Captain
Sealy Police Department



FINANCIAL IMPACT

These cameras are funded by grant funds.





Lakeview Dr

Lakeview Dr

Hillcrest Dr

Hillcrest Dr

Columbus Rd

Columbus Rd

FM 2187 Rd

1094



TxDOT sealy



Item #9



AGENDA ITEM NO. 9

Discussion and Possible Action regarding Ratification of the Replacement of Toughbook Laptops in the Police Department vehicles not to exceed \$50,000.

SUBMITTED BY: Russell Grimes, Assistant Chief of Police

MEETING DATE: September 3, 2025

STAFF REPORT

DESCRIPTION

The Police Department has been utilizing in-car Panasonic Toughbook laptops and supporting systems for the past nine years. These devices have been maintained and extended well beyond their projected five-year service life. Unfortunately, the laptops have now reached a point where they can no longer support critical software upgrades required for ongoing police operations.

Issue

- The current laptops do not support Windows 11, which requires a hardware module called TPM 2.0. This security module has only been standard in computers manufactured within the past five years.
- As a result, the existing Toughbooks cannot accommodate NetMotion mobility software, which is essential to support the Police Department's new camera systems and other operational technologies. Without this software, we will lose the ability to run license plates and drivers licenses from the patrol cars while on the scene, and will void the intended use of new LPR (license plate reading) software.
- The original replacement plan was to phase in new laptops over the next two fiscal years, with replacement of some of the units included in the approved IT budget for FY 2025-2026. However, given these compatibility issues, the replacements are now immediately necessary to maintain operational reliability and officer safety, especially considering the department's staffing shortage.

The toughbooks were ordered from the City's IT provider. Ratification of approval is required because the cost exceeds the City Manager's spending authority of \$10,000, and this purchase is not included in the FY 2024-2025 Budget.

FINANCIAL IMPACT

Approval of this ratification may require an end of fiscal year budget amendment to transfer surplus Police Department personnel funds to the IT Capital Outlay Equipment line item.



Quote

Quote Number: 5002

Payment Terms:
Expiration Date: 09/15/2025

Quote Prepared For

Russel Grimes
City of Sealy Police Department
 1320 Rexville Road
 Sealy, TX 77474
 Phone:(979) 885-2913
 rgrimes@ci.sealy.tx.us

Quote Prepared By

Dorothy Taylor
Blue Iron Technologies
 1927 Pinewoods Way
 Spring TX 77386
 Phone: 281-602-6894
 sales@blueirontech.com

Item#	Item	Quantity	Unit Price	Unit Discount	Adjusted Unit Price	Extended Price
One-Time Items						
1)	Panasonic Toughbook 55 - 14" Intel Core I7 Win 11 Pro 16 GB RAM 14" IPS touchscreen 512 GB SSD NVMe	11	\$3,795.75	\$113.87	\$3,681.88	\$40,500.65
2)	Labor to migrate and configure the laptops. Estimated time - actual time will be billed.	45	\$150.00	\$7.50	\$142.50	\$6,412.50
One-Time Subtotal						\$46,913.15
Total						\$46,913.15

Acceptance and Incorporation by Reference

This Order together with the Master Services Agreement and Service Attachments and other terms and conditions identified on Exhibit A, all of which are incorporated herein by reference (collectively, the "Agreement") is between Blue Iron Technologies (sometimes referred to as "we," "us," "our," or "Provider"), and the customer identified on the Order (sometimes referred to as "you," "your," or "Client"). This Agreement is effective as of the date the Client accepts the Order (the "Effective Date").

By signing or accepting this Order, Client acknowledges, represents, and warrants that it has read and agrees to the terms and conditions identified on Exhibit A to this Order which are incorporated as if fully set forth herein.

The parties hereby agree that electronic signatures to this Order shall be relied upon and will bind them to the obligations stated herein. Each party hereby warrants and represents that it has the express authority to execute this Agreement(s).

Provider may make changes to the Agreement at any time. If there are changes, Provider will revise the date at

Please send any Purchase Order information directly to billing@blueirontech.com on approval of Quote. Additional training or Professional Services can be provided at our standard rates.
 "Due to market volatility this price is guaranteed for 30 days without an increase in our purchase cost. If the total cost of goods has increased at the time of approval, a revised quote will be issued."
***Please note - no refunds or returns on Dell products.**

the top of the document. Provider may or may not provide Client with additional notice regarding such changes. Client should review the terms and conditions regularly. Unless otherwise noted, the amended terms and conditions will be effective immediately, and your continued use of the Services thereafter constitutes your acceptance of the changes. If you do not agree to the amended terms and conditions, you must stop using the Services immediately. Please note, you may incur a termination fee or other third-party fees, if applicable. You may access the current version of the terms and conditions at any time by visiting <https://blueirontech.com/legal>.

The parties, acting through their authorized officers, hereby execute this Agreement.

IN WITNESS WHEREOF, this Order Form is agreed to by the parties below and entered into as of the Order Effective Date.


Authorizing Signature 
Date 8/19/25

Exhibit A

[Master Services Agreement](#)

[Service Attachment for Managed Services](#)

[Service Attachment for Co-Managed Services](#)

[Service Attachment for Managed Database Administration](#)

[Service Attachment for Penetration Testing](#)

[Service Attachment for Colocation Services](#)

[Schedule of Services](#)

[Data Processing Agreement](#)

[Service Level Objectives](#)

[Schedule of Third-Party Services](#)

Please send any Purchase Order Information directly to billing@blueirontech.com on approval of Quote. Additional training or Professional Services can be provided at our standard rates.
"Due to market volatility this price is guaranteed for 30 days without an increase in our purchase cost. If the total cost of goods has increased at the time of approval, a revised quote will be issued."

*Please note - no refunds or returns on Dell products.

Item #10



AGENDA ITEM NO: 10

SUBMITTED BY: Mike Barrow, Assistant City Manager
MEETING DATE: September 3 , 2025

STAFF REPORT

DESCRIPTION

Discussion and Possible Action regarding Amending Chapter 70 Park Ordinance – Rules.

ANALYSIS

It isn't uncommon for park ordinances to prohibit the hitting of golf balls in the park or recreational area. Our ordinances did not prohibit this. Mid-August, Patrick noticed a man hitting golf balls in Cyran Park and we found that there was not an ordinance prohibiting it.

RECOMMENDATION

Staff Recommends to approve the ordinance prohibiting practicing golf or hitting golf balls in a park or other recreational area. The ordinance added to Section 70-74, is the same ordinance in the City of Brenham's ordinance.

FINANCIAL IMPACTS

Sec. 70-74. Prohibited acts and conduct.

- (a) *Fireworks and explosives.* No person shall bring or have in his possession, set off, or otherwise cause to explode, discharge or burn, within a park, any firecracker, torpedo, rocket, or other fireworks or explosive. This prohibition shall not apply to a fireworks display as authorized and for which a permit has been issued by the city.
- (b) *Fires.* No person shall build or attempt to build a fire except in designated areas under such regulations as may be established by the city manager. No person shall drop, throw or otherwise scatter lighted matches, burning cigarettes, cigars, tobacco paper, or other flammable material within any park.
- (c) *Glass containers.* It shall be unlawful for any person to use or possess in any form any glass beverage container in any location situated within a park.
- (d) *Sound-producing devices.* No person shall use, operate, or allow to be used or operated any device for the reproduction or augmentation of sound in such manner as to disturb the peace, quiet or comfort of persons within a city park. The operation of any such sound-reproducing or augmentation device in such manner as to be plainly audible at a distance of 100 feet or more from the source of the sound shall be prima facie evidence of a violation of this subsection. For the sound to be plainly audible, words or phrases need not be distinguishable; bass reverberations are sufficient. This prohibition shall not apply to city-sponsored entertainment events within parks.
- (e) *Boating and swimming.* No person shall swim, wade, boat or canoe in any area of a park. An exception is made to an emergency situation or authorization from the city manager.
- (f) *Camping.* No person shall camp overnight in a park without first obtaining a permit from the city manager.
- (g) *Park closures.* It shall be unlawful for any person to use any baseball field, soccer field, or other portion of a park if a notice of closure of such field or area is duly posted by the city or if such person is personally notified of such closure by a city employee.
- (h) *Animals prohibited on sport fields.* It shall be unlawful for any person to cause, allow, or permit an animal to be on any sport field, unless such animal is an official mascot.
- (i) *Golf prohibited.* It shall be unlawful for any person to practice golf or hit golf balls in any portion of a city park or recreational area. The practice of disc golf may be practiced in areas designated for disc golf.

Item #11



SEALY CITY COUNCIL AGENDA ITEM NO. 11 Discussion and Possible Action regarding Awarding the Wayfinding Sign Project and Contract.

SUBMITTED BY: Bill Atkinson, Executive Director SEDC and Tourism

MEETING DATE: September 3, 2025

STAFF REPORT

DESCRIPTION

Following a meeting with the City Manager and with the City's Procurement Consultant, I am still negotiating services, terms and costs with the consultant. The staff report and supportive documentation will be submitted later this week.

Item #12



Meeting Date: September 3, 2025

Agenda Item No. [12](#) Discussion and Possible Action regarding Amending the Master Fee Schedule for:

- Solid Waste Rates

Prepared by: Mike Barrow, Assistant City Manager

SUMMARY:

- Solid Waste Rates
The rates from TDS will go up October 1, 2025 for FY2026 in accordance with the contract with TDS. The rates that Strand's Utility Rate Study proposed for FY2025 (October 2025 to September 2026) are highlighted yellow in Exhibit B of this staff report and the recommended changes to the Solid Waste Rates are redlined for your review in the Master Fee Schedule (Exhibit A).

Currently, revenues minus expenses in the Solid Waste Fund should finish the 2024-2025 Budget Year at least at a positive \$130,000 and the Fund Balance should actually finish the year at least at a positive \$78,000. With the Fund actually being in the positive now, and water, sewer, and gas adjustments expected in January, the Solid Waste Rates increase recommendations to City Council are:

- | | |
|---|-------|
| ○ Residential one cart: | +0% |
| ○ Residential each extra cart: | +0% |
| ○ Commercial 2,3,4,6, and 8 yd containers: | +7% |
| ○ Commercial Lockbars and Casters: | +6.9% |
| ○ Commercial Recycling 4,6,8 yd and 96 gal carts: | +7% |

The recommended 7% increased rates for Commercial are what was recommended in Strand's Rate Study. The rates are expected to increase garbage revenues by \$106,000, while our expenses to TDS and Gross Receipts to General Fund are expected to increase \$86,000, not accounting for customer growth.

FINANCIAL IMPACT:

Keeping our rates at the planned levels for commercial provides the revenues that we need to provide the services at the levels we need and discussions moving forward to provide other regular services such as Limb Pile site improvements (fence, road, and Kiosk), as well as programs for electronics, tires and paint disposal.

RECOMMENDATION:

I recommend approval of these rate changes for the Master Fee Schedule for First Reading September 3, 2025 and Second Reading September 16, 2025.

ORDINANCE 2025-

AN ORDINANCE OF THE CITY OF SEALY, TEXAS, AMENDING THE MASTER FEE SCHEDULE; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the City Council of the city of Sealy, Texas ("City") finds that amending the Master Fee Schedule will be for the good of the government and ensures that the City is capturing reasonable and appropriate revenues;

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

Section 1. The facts and recitations set forth in the preamble of this Ordinance are found to be true and correct.

Section 2. The City of Sealy, Texas adopts the Master Fee Schedule as provided for in Exhibit "A" which is attached hereto and incorporated herein for all purposes.

Section 3. Repeal. All Ordinances or parts of Ordinances in conflict herewith are repealed.

Section 4. Severability. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate the Ordinance as a whole or any part of provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Sealy, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one of more parts.

Section 5. Penalty. Any person who violates or causes, allows, or permits another to violate any provision of this Ordinance, rule, or police regulation of the city shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine or penalty not to exceed five hundred dollars (\$500.00). If such rule, ordinance, or police regulations governs fire safety, or public health and sanitation, other than the dumping of refuse, the fine or penalty shall not exceed two thousand dollars (\$2,000.00). If such rule, ordinance, or police regulation governs the dumping of refuse, the fine or penalty shall not exceed four thousand dollars (\$4,000.00). Each occurrence of any violation of this ordinance, rule, or police regulation shall constitute a separate offense. Each day on which any such violation of this ordinance, rule, or police regulation occurs shall constitute a separate offense.

Section 6. Effective Date. This Ordinance shall become effective immediately and enforceable when published as required by law.

PASSED AND APPROVED at this first reading on the 3rd day of September 2025.

PASSED, APPROVED, AND ADOPTED at this second reading on the ____ day of September 2025.

Carolyn Bilski, Mayor

ATTEST:

Sandra Vrablec, City Secretary

Track Changes

Type	Fee
COMMERCIAL RATES AND CHARGES	

Every customer having a commercial building utility connection is presumed to be making substantial use of the solid waste collection service and is required to establish such service with the City. If a commercial customer desires recycling service at its location, it shall establish such service through the City of Sealy.

Customers that utilize roll-off containers must contract directly with TDS for their garbage collection needs. These entities may contact TDS at (800) 375-8375.

Commercial pricing for Container Service:

Container Size	Commercial – Solid Waste						Extra Pick-Up
	Fixed Charges (Per Month)						
	1x Per Week	2x Per Week	3x Per Week	4x Per Week	5x Per Week	6x Per Week	
2CY	\$195.40 <u>\$209.10</u>	\$364.10 <u>\$389.60</u>	\$536.10 <u>\$573.60</u>				\$116.90 <u>\$125.10</u>
3CY	\$227.10 <u>\$243.00</u>	\$432.50 <u>\$462.80</u>	\$634.50 <u>\$678.90</u>				\$121.90 <u>\$130.40</u>
4CY	\$268.90 <u>\$287.70</u>	\$506.00 <u>\$541.40</u>	\$746.40 <u>\$798.60</u>	\$989.50 <u>\$1,052.30</u>	\$1,220.60 <u>\$1,306.00</u>		\$124.90 <u>\$133.60</u>
6CY	\$364.10 <u>\$389.60</u>	\$678.00 <u>\$725.50</u>	\$996.90 <u>\$1,066.70</u>	\$1,305.80 <u>\$1,397.20</u>	\$1,624.80 <u>\$1,738.50</u>		\$133.50 <u>\$142.80</u>
8CY	\$454.20 <u>\$486.00</u>	\$843.30 <u>\$902.30</u>	\$1,234.00 <u>\$1,320.40</u>	\$1,624.80 <u>\$1,738.50</u>	\$2,012.20 <u>\$2,153.10</u>	\$2,303.00 <u>\$2,464.20</u>	\$158.60 <u>\$169.70</u>
Cart (96 Gallon)	\$83.36 <u>\$85.86</u>						

Lock Bars	\$43.50 <u>\$46.50</u>
Casters	\$43.50 <u>\$46.50</u>

Type	Fee
-------------	------------

Commercial Recycling:

Commercial - Recycle			
Fixed Charges (Per Month)			
Container Size	Every Other Week	1x Per Week	2x Per Week
4CY	\$135.20 <u>\$144.70</u>	\$228.70 <u>\$244.70</u>	
6CY	\$182.00 <u>\$194.70</u>	\$308.90 <u>\$330.50</u>	\$576.40 <u>\$616.40</u>
8CY	\$227.40 <u>\$243.00</u>	\$384.90 <u>\$411.80</u>	\$711.80 <u>\$761.60</u>
Cart (96 Gallon)	\$31.80 <u>\$34.00</u>	\$64.60 <u>\$69.10</u>	
All waste must be containerized			

Providing for Payment; Discontinue Service:

Bills for solid waste and recycling services shall become due and payable at the City office of said City on the first day of each month.

A ten percent (10%) penalty shall be added to the bill if paid after the tenth (10th) day of the month, and a bill shall be delinquent if not paid on or before the twentieth (20th) day of such month.

The City shall have the right to discontinue the solid waste and recycling services to any person (or premises) that fails or refuses to make timely payment of solid waste and recycling services.

Administrative Fee

All customers having delinquent bills of ten dollars (\$10.00) or more shall be assessed an administrative fee, regardless of whether service is disconnected or not; this fee, along with the full amount of the delinquent bill, must be paid in order to maintain solid waste and recycling services.

It shall be presumed that every person having an active residential, apartment, or commercial building is making substantial use of the solid waste and recycling services and shall be charged for such services. The City Manager, or his/her designee, is authorized to waive service and/or penalties on a case-by-case basis.

For billing purposes, multi-family dwellings containing more than one (1) independent dwelling shall be billed for each unit the minimum charges whether occupied or not.

\$30.00

Clean Version

Type	Fee
COMMERCIAL RATES AND CHARGES	

Every customer having a commercial building utility connection is presumed to be making substantial use of the solid waste collection service and is required to establish such service with the City. If a commercial customer desires recycling service at its location, it shall establish such service through the City of Sealy.

Customers that utilize roll-off containers must contract directly with TDS for their garbage collection needs. These entities may contact TDS at (800) 375-8375.

Commercial pricing for Container Service:

Container Size	Commercial – Solid Waste						Extra Pick-Up
	Fixed Charges (Per Month)						
	1x Per Week	2x Per Week	3x Per Week	4x Per Week	5x Per Week	6x Per Week	
2CY	\$209.10	\$389.60	\$573.60				\$125.10
3CY	\$243.00	\$462.80	\$678.90				\$130.40
4CY	\$287.70	\$541.40	\$798.60	\$1,052.30	\$1,306.00		\$133.60
6CY	\$389.60	\$725.50	\$1,066.70	\$1,397.20	\$1,738.50		\$142.80
8CY	\$486.00	\$902.30	\$1,320.40	\$1,738.50	\$2,153.10	\$2,464.20	\$169.70
Cart (96 Gallon)	\$85.86						

Lock Bars	\$46.50
Casters	\$46.50

Type		Fee	
Commercial Recycling:			
Commercial - Recycle			
		Fixed Charges (Per Month)	
Container Size	Every Other Week	1x Per Week	2x Per Week
4CY	\$144.70	\$244.70	
6CY	\$194.70	\$330.50	\$616.40
8CY	\$243.00	\$411.80	\$761.60
Cart (96 Gallon)	\$34.00	\$69.10	
All waste must be containerized			
Providing for Payment; Discontinue Service:			
Bills for solid waste and recycling services shall become due and payable at the City office of said City on the first day of each month.			
A ten percent (10%) penalty shall be added to the bill if paid after the tenth (10th) day of the month, and a bill shall be delinquent if not paid on or before the twentieth (20th) day of such month.			
The City shall have the right to discontinue the solid waste and recycling services to any person (or premises) that fails or refuses to make timely payment of solid waste and recycling services.			
Administrative Fee			
All customers having delinquent bills of ten dollars (\$10.00) or more shall be assessed an administrative fee, regardless of whether service is disconnected or not; this fee, along with the full amount of the delinquent bill, must be paid in order to maintain solid waste and recycling services.		\$30.00	
It shall be presumed that every person having an active residential, apartment, or commercial building is making substantial use of the solid waste and recycling services and shall be charged for such services. The City Manager, or his/her designee, is authorized to waive service and/or penalties on a case-by-case basis.			
For billing purposes, multi-family dwellings containing more than one (1) independent dwelling shall be billed for each unit the minimum charges whether occupied or not.			

Item #13



AGENDA ITEM NO: 13

Discussion and Possible Action regarding Replacement of the Sound System in the City Council Chambers at City Hall.

SUBMITTED BY: Patrick Parsons, Public Works Director

MEETING DATE: September 3, 2025

STAFF REPORT

BACKGROUND/SUMMARY

In August, the sound system in the Council Chambers experienced a failure that rendered it inoperable. After inspection, the damage has been determined to be most likely the result of lightning activity, which caused electrical damage to system components.

The specific failure point has been identified as the mixer (also known as the audio console). As it was explained to me, the mixer receives audio signals from microphones, controls volume, tone, and balance, and routes the signals to speakers. We went ahead and replaced the mixer so the microphones would work for the Council meeting, but we cannot guarantee that additional components won't break over time because the system is old.

Due to the age of the system, staff has been in the process of obtaining bids to determine the full cost of replacement. However, the replacement was not prioritized in the FY 2024–2025 or FY 2025–2026 budgets, as the equipment was functioning at the time and other deferred maintenance projects, mandated replacements, and upgrades took priority for allocation of general fund resources.

The Council Chambers sound system is important for City Council Meetings and Municipal Court uses the microphones during court.

RECOMMENDATION

The W. E. Hill Center microphone system is not a portable system that can be moved back and forth from one building to another, so we have gotten bids for replicating a similar system for Council Chambers that would include wireless microphones. Preliminary vendor estimates would cost approximately \$40,000 - \$60,000. I received the \$40,000 bid verbally on Wednesday and will be receiving it in writing before the meeting. The bid is from a previous vendor who installed the system at the W. E. Hill Community Center.

Staff recommends approval of replacement of the sound system in the amount not to exceed \$40,000. This amount includes both equipment and installation. The installation would require an estimated 40 hours of labor.

FINANCIAL IMPACTS

The Finance Director confirmed that the Building Service Department has remaining balance of Building Improvements allocations in the amount of \$153,000. The extra funds resulted because the invoices for the replacement of the roof at City Hall were paid before the closing of FY 2023-2024, so the budgeted building improvement funds for FY 2024-2025 were not needed.

If this is approved at the meeting, the project can be completed and funded this fiscal year since there will not be funds available in fiscal year 2025-2026.

J. Executive Session

Item #15

OWNER'S RATIFICATION OF PLATS

THE STATE OF TEXAS

COUNTY OF AUSTIN

KNOWN ALL MEN BY THESE PRESENTS

WHEREAS, D.R. Horton – Texas, LTD., a Texas limited partnership, and City of Sealy, are the owners of that certain 42.061 of land out of the San Felipe de Austin Survey, Abstract Number 5, Austin County, Texas, said tract being further described by metes and bounds in exhibit A attached hereto and made a part hereof for all purposes: and

WHEREAS, D.R. Horton – Texas, LTD., a Texas limited partnership, have/has platted the herein above described tract of land into a subdivision known as Westward Pointe Sec 4, recorded at VOL N/A PG N/A, in the Map Records and Clerk's File Number 253629 of the official Public Records of Real Property of Austin County, Texas: and

WHEREAS, the undersigned owner did not join in the platting or sign the plat of said Westward Pointe Sec 4, but is willing to ratify and confirm said subdivision plat and consent to all its terms and conditions:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That City of Sealy, is the owner of that certain tract of land containing 3.946 acres located within the subdivision, as described in the deed dated 09/22/2002, from Norma Virnau, recorded under Austin County Clerk's File No. 025841, Official Public Records, which is portions of Warren Meadows Trail, Westward Pointe Drive, Bison View Lane, Reserve "A", "G", Block 1, Reserve "C", Block 2, and Reserve "E", Block 3, of the subdivision.

That the undersigned, by executing this Owner's Ratification of Plat:

1. Confirms that he is the owner of the respective tract described in the deed referred to above, and
2. Hereby ratifies, confirms, and consents to the subdivision plat of Westward Pointe Sec 4 and all terms and conditions therein contained, as described and referred to herein and as described in as shown on the plat of Westward Pointe Sec 4 with the same force and effect as the undersigned had originally joined in the plat or signed the plat of Westward Pointe Sec 4.

EXECUTED this _____ day of _____, 20____, A.D.

City of Sealy

BY: _____
Carolyn Bilski
Mayor

STATE OF TEXAS }

COUNTY OF _____}

BEFORE ME, the undersigned authority, on this day personally appeared Carolyn Bilski, Mayor of the City of Sealy, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

Notary's Signature

Name Typed or Printed

Commission Expires: _____

AFTER RECORDING RETURN TO:
DHI Engineering, LLC
Gerardo Morales
6744 Horton Vista Drive, Suite 100
Richmond, TX 77407

METES AND BOUNDS DESCRIPTION

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 in the Austin County Clerk's File No. 211990 and a portion of a called 3.946 acres as described in Dedication of Easement and Right-of-way as recorded under Austin County Clerk's File Number 025841 to the City of Sealy, Texas, situated in the San Felipe de Austin Survey, Abstract Number 5, in the City of Sealy, Austin County, Texas. Said 42.061 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System of 1983, South Central Zone from the North American Datum of 1983 (NA2011) epoch 2010.00:

- BEGINNING:** At a 5/8 inch iron rod found in the centerline of Harrison Road (50 feet wide) and the east corner of a called 70.00 acre tract described in a deed to David Cryan as recorded in a deed recorded in the Austin County Clerk's File No. 126232 and the north corner of the herein described tract;
- THENCE:** S 47°12'30" E, a distance of 640.79 feet to a 5/8 inch iron rod found for the east corner of the herein described tract and on the west right-of-way line of Schmidt Road (60 feet wide);
- THENCE:** S 42°42'31" W, along said west right-of-way line, a distance of 2,863.93 feet to a 5/8 inch iron rod with cap stamped "PAPE-DAWSON" set for the south corner of the herein described tract and being on the northeast line of a called 237.881 acre tract described in a deed to Wal-Mart Stores East, LP as recorded in a Austin County Clerk's File Number 031749;
- THENCE:** N 47°23'40" W, departing said west right-of-way line and along said northeast line, a distance of 59.97 feet to a 5/8 inch iron rod with cap stamped "PAPE-DAWSON" set for the south corner of the herein described tract;
- THENCE:** N 47°18'41" W, a distance of 578.43 feet to a 5/8 inch iron rod with cap stamped "PAPE-DAWSON" set for the west corner of the herein described tract and the south corner of said 70.00 acre tract;
- THENCE:** N 42°39'39" E, departing said northeast line and along the northeast line of said 70.00 acre tract, a distance of 2,865.17 feet to the POINT OF BEGINNING, and containing 42.061 acres in the City of Sealy, Austin County, Texas.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: January 5, 2022

REVISED: January 19, 2022

JOB NO. 49228-21

DOC. ID. K:\Survey\Survey21\49228-21\WORD\FN49228-21 WP4 MB.docx

James B. McAllister, Jr.
01/19/22



Item #16
Reports or Requests
from the City Manager
and Discussion

Item #17
**Reports, Announcements,
or Requests from
Councilmembers**

K. Adjourn