



**NOTICE OF REGULAR MEETING  
SEALY CITY COUNCIL  
CITY COUNCIL CHAMBERS  
415 MAIN STREET  
SEALY, TX 77474  
TUESDAY, OCTOBER 7, 2025  
6:00 P.M.**

Notice is hereby given of a Regular 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. Public Hearing: The City Council will hold a Public Hearing on Designating an Area as the Sealy Sika Tax Abatement Reinvestment Zone No. 1 pursuant to Chapter 312 of the Texas Tax Code. The Sealy Sika Tax Abatement Reinvestment Zone No.1 is an approximately 40-acre tract of land located on or about 3000 FM 3538, Sealy, Texas 77474 (a new parcel ID will be assigned for Tax Abatement purposes), which may provide a Tax Abatement from the City of Sealy, Texas, for new or expanded Commercial-Industrial Improvements.**

**G. Proclamation(s)**

- **Czech and German Heritage Month**
- **Breast Cancer Awareness Month**
- **Fire Prevention Week**
- **Manufacturing Month**

**H. 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.)

- **September 16, 2025 Regular Meeting Minutes**
- **September 19, 2025 Special Meeting Minutes**

- **Amending Ordinance Chapter 70 Park Rules (Second of two readings)**
- **Appoint a Wayfinding Steering Committee**
- **Approve Sally Branson, Councilmember, Friendswood (Incumbent), to the TML Region 14 Board**
- **Amended and Restated Administrative Services Agreement with Sealy Economic Development Corporation (SEDC).**
- **Amending the following Job Descriptions:**
  - **EDC/CVB Executive Director**
  - **EDC/CVB Deputy Executive Director/Secretary**
  - **CVB Tourism Manager**
- **Amending the Organizational Chart**
- **Greater Sealy Little League Annual Report**
- **Approve Interlocal for Law Enforcement Agreement with County, City, and ISD**
- **Amending the Texas Department of Transportation (TxDOT) Utilities Extension Reimbursement Agreement to provide Water, Sewer, and Natural Gas Services to the Texas Department of Transportation Sealy Maintenance Facility located at 2299 FM 2187, not to exceed \$533,432.30 for Construction Cost**
- **Approval of a Resolution for Participation in and Application to the National Rifle Association (NRA) Foundation State Grant Program for training ammunition**
- **Resolution to Ratify Texas Department of Transportation (TxDOT) establishing a Work Zone Speed Limit to Reduce the Speed Limit from 50 mph to 40 mph throughout the Highway 36 Construction Project**
- **Amending the On-Call Engineering Task Order with Strand and Associates**
- **Approval of a Resolution of Support of Austin County's Application for Houston-Galveston Area Council (H-GAC) Solid Waste Grant**

**I. Presentation(s)**

- **Virgil and Josephine Gordon Memorial Library Semi-Annual Report**
- **Rexville Road Development**

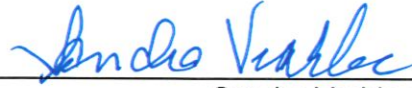
**J. Business**

1. Discussion and Possible Action regarding Approval of a Resolution for a Historic District Improvement Grant from the Sealy Economic Development Corporation (SEDC) regarding the Good Samaritan Project.  
(First of two readings)
2. Discussion regarding the Westview Terrace Drainage Project, the first of two phases B&PW Park Retention Pond Expansion and Storm Sewer Improvements Project, and Possible Action regarding Approving a Contract with Vera Industries for the Westview Terrace Drainage Project and the Mayor to execute same.
3. Discussion and Possible Action regarding Approving a Contract and Exhibit A (Assignment of Contract Funds) with Avila Construction Group for the Rexville Water Plant Project, and the Mayor to execute same.
4. Discussion and Possible Action regarding Approving a Contract with Vera Industries for the Texas Department of Transportation (TxDOT) Utilities Extension Project, and the Mayor to execute same.
5. Discussion and Possible Action regarding Strand Task Order 25-04 Amendment for the Seventh Street Water Line and Roadway Improvements Project.
6. Discussion and Possible Action regarding an Ordinance Designating an Area as The Sealy Sika Tax Abatement Reinvestment Zone No. 1, Pursuant to Texas Tax Code, Chapter 312.  
(First of two readings)
7. Discussion and Possible Action regarding Approving an Agreement between the City of Sealy for the Convention and Visitors Bureau and Chaparral Creative, LLC.
8. Discussion and Possible Action regarding Approving Repair of Street Sweeper, not to exceed \$20,000.
9. Discussion regarding Appraisal District Board Appointment and Possible Action for a 2-year term beginning January 1, 2026.
10. Reports or Requests from the City Manager and Discussion:
11. 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 (and the City's website) in compliance with Chapter 551, of the Texas Government Code, and at least 3 business days before the scheduled time of the meeting.*



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Sandra Vrabec, City Secretary

# F. Public Hearing

# CLASSIFIEDS

FOR RENT PUBLIC NOTICES PUBLIC NOTICES PUBLIC NOTICES PUBLIC NOTICES

**FOR RENT**  
Mini Warehouses  
Size 10x20  
Contact Bill's Supermarket  
**885-3522**

**HELP WANTED**  
Help Wanted: Ranch Manager, 50k annual salary, benefits, contact Dora Ford, #932-265-4599

**NOW HIRING!** Mechanics, Welders, and Heavy Equipment Operators. Training is available. Starting positions at \$19k and higher. Benefits include medical, dental, vision & life insurance, paid time off, retirement, and bonuses. Call weekdays 8-5 pm at 979-885-5241

**SERVICES OFFERED**  
Jose's Tree Service Tree trimming, toping, tree removal, and stump grinding. Insured for your convenience. Please call 979-851-8500 or 979-851-0222

**LOOKING FOR A JOB? CHECK THE CLASSIFIEDS**

**DO YOU NEED TO TALK TO A LAWYER?**  
FREE legal clinic Saturdays 9:30-4:30 on the front porch of Newman's Bakery 564 E. Main Street in Bellville  
Questions? 979-876-8484

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SealyNews

**PUBLIC NOTICE REQUEST FOR PROPOSALS TDHCA HOME HRA**

The City of Wallis has applied for the Homeowner Reconstruction Assistance (HRA) Program through the HOME Investment Partnerships Program Fund from the Texas Department of Housing and Community Affairs (TDHCA). Accordingly, the City of Wallis seeks to contract with a qualified service provider for management services. Please electronically submit your proposals in pdf format via email at [contracts@wallistexas.org](mailto:contracts@wallistexas.org) AND submit 03 copies of your proposal of services to the following address: Attn: City of Wallis, City Secretary, 6810 Gaylor Street, Bldg. B, Wallis, Texas 77485. Proposals must be received by the City no later than 2:00pm on October 2, 2025 to be considered. The City of Wallis reserves the right to negotiate with any and all individuals or firms that submit proposals and may award one or more contracts to one or more service provider(s). Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises, Women Owned Enterprises, and Labor Surplus Area firms are encouraged to submit proposals. City of Wallis is an Affirmative Action Equal Opportunity Employer. Servicios de traducción están disponibles por petición.

**NOTICE OF A PUBLIC HEARING AND MEETING ON DESIGNATING AN AREA AS THE SEALY SIKTA TAX ABATEMENT REINVESTMENT ZONE NO. 1 TO BE HELD ON TUESDAY, OCTOBER 7, 2025, AT 6:00 PM AT 415 MAIN STREET, SEALY, TEXAS 77474**

THE CITY OF SEALY, TEXAS, CITY COUNCIL WILL HOLD A PUBLIC HEARING AND MEETING ON DESIGNATING AN AREA AS THE SEALY SIKTA TAX ABATEMENT REINVESTMENT ZONE NO. 1 TO BE HELD ON TUESDAY, OCTOBER 7, 2025, AT 6:00 P.M. AT 415 MAIN STREET, SEALY, TX 77474, CITY COUNCIL CHAMBERS TO RECEIVE INPUT REGARDING THE DESIGNATION OF AN AREA AS THE SEALY SIKTA TAX ABATEMENT REINVESTMENT ZONE NO. 1 AT WHICH PUBLIC HEARINGS ANY INTERESTED PERSONS ARE ENTITLED TO SPEAK AND PRESENT EVIDENCE FOR OR AGAINST THE DESIGNATION. THE SEALY SIKTA TAX ABATEMENT REINVESTMENT ZONE NO. 1 IS AN APPROXIMATELY 40-ACRE TRACT OF LAND LOCATED ON OR ABOUT 3000 FM 3538 SEALY, TEXAS, 77474 (A NEW PARCEL ID WILL BE ASSIGNED FOR TAX ABATEMENT PURPOSES), WHICH MAY PROVIDE A TAX ABATEMENT FROM THE CITY OF SEALY, TEXAS, FOR NEW OR EXPANDED COMMERCIAL-INDUSTRIAL IMPROVEMENTS. THE SEALY CITY COUNCIL MAY TAKE ACTION ON THE DESIGNATION OF AN AREA AS THE SEALY SIKTA TAX ABATEMENT REINVESTMENT ZONE NO. 1 VIA ORDINANCE (FIRST OF TWO READINGS).

Notice is hereby given that original Letters Testamentary for the Estate of Rodney Curtis Rankin, Deceased on April 12, 2025, were issued on August 22, 2025, in Cause No. 25PR-11309, pending in Austin County Court, Texas, to: Gwendolyn Jennings.

All persons having claims against this Estate which is currently being administered are required to present them to the undersigned within the time and in the manner prescribed by law.

Gwendolyn Jennings, Executor for the The Estate of Rodney Curtis Rankin 7003 Citrus Drive, Katy, 77493

**Construction Advertisement and Invitation for Bids**

The City of Wallis will receive bids for 2022 TxDOT Water Well 1 Plant A Water Plant 2 Improvements. Contract No. CDV21-0120 until 11:00 AM on Friday, October 10, 2025 at City Hall, 6810 Gaylor, Bldg. B, Wallis, Texas 77485. The bids will be publicly opened and read aloud at 11:00 AM on Friday, October 10, 2025 at City Hall, 6810 Gaylor, Bldg. B, Wallis, Texas 77485.

- Bids are invited for several items and quantities of work as follows:
1. Water Well 1 Plant Electrical & Controls Modifications (Base Bid).
  2. Water Plant 2 Electrical & Controls Modifications (Additive Alternate Bid).

Bid/Contract Documents, including Drawings and Technical Specifications are on file at BEFCO Engineering, Inc., 485 N. Jefferson (PO Box 615), La Grange, Texas 76945 (979) 968-6474.

Printed copies of the Bid/Contract Documents, including Drawings and Technical Specifications may be purchased from BEFCO Engineering, Inc. for \$100.00 each set of documents obtained. Electronic copies may be obtained at no charge by request at [office@befcoengineering.com](mailto:office@befcoengineering.com)

A bid bond in the amount of 5 percent of the bid issued by an acceptable surety shall be submitted with each bid (for those contracts that exceed \$100,000). A certified check or bank draft payable to the City of Wallis or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.

Attention is called to the fact that not less than, the federally determined prevailing (Davis-Bacon and Related Acts) wage rate, as issued by the Texas Department of Agriculture Office of Rural Affairs and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual identity, gender identity, or national origin.

The City of Wallis reserves the right to reject any or all bids or to waive any information in the bidding.

Bids may be held by City of Wallis for a period not to exceed seventy (70) days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidder's qualifications prior to the contract award.

Work shall be completed by December 31, 2025.

City of Wallis Clark Main Jr., Mayor Pro-Tem Date

All contractors/subcontractors that are debarred, suspended or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.

ADVERTISE! 979-885-3562

PUBLIC NOTICES PUBLIC NOTICES PUBLIC NOTICES PUBLIC NOTICES

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



EXAMPLE A

NOTICE OF APPLICATION AND PRELIMINARY DECISION FOR AN AIR QUALITY PERMIT

PROPOSED PERMIT NUMBER: 178776

**APPLICATION AND PRELIMINARY DECISION.** Sika Corporation, 3000 Farm-to-Market 3538 Road, Sealy, Austin County, Texas 77474, has applied to the Texas Commission on Environmental Quality (TCEQ) for issuance of Proposed Air Quality Permit Number 178776, which would authorize construction of a Roof Membrane Manufacturing Facility located at 3000 Farm-to-Market 3538 Road, Sealy, Austin County, Texas 77474. This application was processed in an expedited manner, as allowed by the commission's rules in 30 Texas Administrative Code, Chapter 101, Subchapter J.

**AVISO DE IDIOMA ALTERNATIVO.** El aviso de idioma alternativo en español está disponible en <https://www.tceq.texas.gov/permitting/air/newsourcesreview/airopermits-pendingpermit-apps>. This application was submitted to the TCEQ on January 9, 2025. The proposed facility will emit the following contaminants: hazardous air pollutants, organic compounds, and particulate matter including particulate matter with diameters of 10 microns or less and 2.5 microns or less, carbon monoxide, nitrogen oxides, and sulfur dioxide.

The executive director has completed the technical review of the application and prepared a draft permit which, if approved, would establish the conditions under which the facility must operate. The executive director has made a preliminary decision to issue the permit because it meets all rules and regulations. The permit application, executive director's preliminary decision, and draft permit will be available for viewing and copying at the TCEQ central office, the TCEQ Houston regional office, and the Virgil & Josephine Gordon Memorial Library, 917 North Circle Drive, Sealy, Austin County, Texas, beginning the first day of publication of this notice. The facility's compliance file, if any exists, is available for public review at the TCEQ Houston Regional Office, 5425 Polk Street, Suite H, Houston, Texas. The application, including any updates, is available electronically at the following webpage: <https://www.tceq.texas.gov/permitting/air/airoermit-applications-notices>.

**PUBLIC COMMENT/PUBLIC MEETING.** You may submit public comments or request a public meeting about this application. The purpose of a public meeting is to provide the opportunity to submit comment or to ask questions about the application. The TCEQ will hold a public meeting if the executive director determines that there is a significant degree of public interest in the application or if requested by a local legislator. A public meeting is not a contested case hearing. You may submit additional written public comments within 30 days of the date of newspaper publication of this notice in the manner set forth in the AGENCY CONTACTS AND INFORMATION paragraph below.

**RESPONSE TO COMMENTS AND EXECUTIVE DIRECTOR ACTION.** After the deadline for public comments, the executive director will consider the comments and prepare a response to all relevant and material or significant public comments. Because no timely hearing requests have been received, after preparing the response to comments, the executive director may then issue final approval of the application. The response to comments, along with the executive director's decision on the application will be mailed to everyone who submitted public comments or is on a mailing list for this application, and will be posted electronically to the Commissioners' Integrated Database (CID).

**INFORMATION AVAILABLE ONLINE.** When they become available, the executive director's response to comments and the final decision on this application will be accessible through the Commission's Web site at [www.tceq.texas.gov/goto/cid](http://www.tceq.texas.gov/goto/cid). Once you have access to the CID using the above link, enter the permit number for this application which is provided at the top of this notice. This link to an electronic map of the site or facility's general location is provided as a public courtesy and not part of the application or notice. For exact location, refer to application. <https://gisweb.tceq.texas.gov/locationMapper/?marker=96.177227,29.728578&level=13>.

**MAILING LIST.** You may ask to be placed on a mailing list to obtain additional information on this application by sending a request to the Office of the Chief Clerk at the address below.

**AGENCY CONTACTS AND INFORMATION.** Public comments and requests must be submitted either electronically at [www.tceq.texas.gov/goto/comment](http://www.tceq.texas.gov/goto/comment), or in writing to the Texas Commission on Environmental Quality, Office of the Chief Clerk, MC 105, P.O. Box 13087, Austin, Texas 78711-3087. Please be aware that any contact information you provide, including your name, phone number, email address and physical address will become part of the agency's public record.

For more information about the permitting process, please call the TCEQ Public Education Program, Toll Free, at 1-800-687-4040 or visit their website at [www.tceq.texas.gov/goto/pep](http://www.tceq.texas.gov/goto/pep). Si desea información en Español, puede llamar al 1-800-687-4040. You can also view our website for public participation opportunities at [www.tceq.texas.gov/goto/participation](http://www.tceq.texas.gov/goto/participation).

Further information may also be obtained from Sika Corporation at the address stated above or by calling Mr. David Morse, Consultant at (781) 332-3250 or Mr. Scott Matias, EHS Manager, at (816) 401-0186.

Notice Issuance Date: September 12, 2025

**PUBLISHER'S AFFIDAVIT**

State of Texas

County of Austin.

Before me, the undersigned authority, on this day personally appeared Tressa Alley who being duly sworn, deposes and says that he/she is a representative of The Sealy News, said newspaper is regularly published in Austin County, Texas, and generally circulated in Sealy, Texas; and that the notice, a copy of which is hereto attached, was published in The Sealy newspaper on the following dates:

DAY(S): September 24, 2025

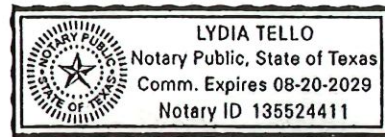
Tressa Alley  
Publisher

Sworn and subscribed before me on this the 29 day of September, 2025.

[Signature]  
Notary Public Signature

Lydia Tello  
Printed Name of Notary Public

My commission expires August 20, 2029. (Affix Notary Seal Above)



## G. Proclamation(s)

# City of Sealy, Texas



## German and Czech Heritage Proclamation

**WHEREAS**, Texans of Czech descent and Texans of German descent have made significant and lasting contributions to our state's prosperity, heritage, and culture; and

**WHEREAS**, beginning in the late 1840's settlers came in growing numbers to the Lone Star State, gravitating to the rich soil of the black lands and upper coastal plains belts. These industrious pioneers created close-knit communities that kept many of their unique customs while adapting to the challenges and language of a new country; and

**WHEREAS**, these immigrants and their descendants are renowned for their exemplary work ethic, love of democracy and the standards of excellence that all citizens can aspire too; and because for generations, Texans of Czech and German extraction have made many notable contributions in food, music, architecture and other cultural and historic traditions, to the betterment of our state; and many accomplishments in this regard are truly worthy of special recognition.

**NOW, THEREFORE, BE IT PROCLAIMED** that I, Carolyn Bilski, Mayor, on behalf of the City of Sealy, Texas, do hereby declare the month of October 2025 as

***"CZECH HERITAGE MONTH"***  
***"GERMAN HERITAGE MONTH"***

in Sealy, Texas, and encourage ingenuity and perseverance, all citizens to celebrate the diversity of American culture and the role played in strengthening our nation.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Sealy, Texas, to be affixed on this 7<sup>th</sup> day of October 2025.



*Carolyn Bilski*

Carolyn Bilski  
Mayor, City of Sealy, Texas

# City of Sealy, Texas



## Proclamation

**WHEREAS**, breast cancer is the most commonly diagnosed cancer among women in the nation, and is the second leading cause of cancer deaths among women in the United States; and

**WHEREAS**, a woman will be diagnosed with breast cancer every three minutes, and in the United States, with an increase of younger women before the mammogram age; and

**WHEREAS**, it is critical to expand the conversation about greater education and awareness of other symptoms such as swelling in one breast, intense itching, or even an injury resembling a bug bite; and

**WHEREAS**, through education and awareness about screening and treatment that early detection will lead to a higher long-term survival rate, and recognizing a mammogram and Roy detection are effective methods to also detect breast changes that may be cancerous,

**NOW, THEREFORE**, I, Carolyn Bilski, Mayor of the City of Sealy, and on behalf of the members of the City Council, do hereby Proclaim the Month of October 2025 as

### **“BREAST CANCER EDUCATION AND AWARENESS MONTH”**

in the City of Sealy, and urge all citizens to support research, increase education and awareness, using the color pink to honor those who have survived the diagnosis, those fighting the battle currently, and remembering those who have lost their lives to breast cancer.

**SIGNED AND DATED** this 7th day of October 2025.



A handwritten signature in blue ink that reads "Carolyn Bilski". The signature is written in a cursive style and is positioned above a horizontal line.

Carolyn Bilski  
Mayor

# City of Sealy, Texas



## Proclamation

WHEREAS, nationwide, it is important that citizens be aware of the need to remove common fire hazards, and implement a home escape plan, install smoke alarms, as well as practice safe cooking habits both indoors and outdoors, and

WHEREAS, it is the city's wish that citizens take the necessary steps to do their part to prevent dangerous and damaging fires,

NOW, THEREFORE, I, Carolyn Bilski, Mayor of the City of Sealy, do hereby Proclaim the week of October 5 through October 11, 2025, as

### **"Fire Prevention Week"**

and encourage all citizens to recognize the contributions to this city made by Firefighters answering the call to serve and safeguard their fellow citizens and property.

SIGNED AND DATED this 7th day of October 2025.

Carolyn Bilski  
Mayor



# City of Sealy, Texas



## Proclamation

**WHEREAS**, manufacturing is a cornerstone of the American economy and workforce, recognized nationally each year on Manufacturing Day, the first Friday in October, with many states and communities expanding the observance to the entire month to celebrate and elevate modern manufacturing; and

**WHEREAS**, observances throughout October provide opportunities for employers, students, educators, and community leaders to engage through plant tours, open houses, classroom partnerships, and career events that showcase high-skill, high-tech manufacturing careers; and

**WHEREAS**, Sealy's manufacturers—large and small—contribute quality jobs, private investment, innovation, and supply-chain depth to the regional economy, while partnering with schools, training providers, and workforce organizations to expand local talent pipelines;

**WHEREAS**, promoting manufacturing careers aligns with the Sealy Economic Development Corporation's mission to grow jobs, diversify the tax base, and enhance quality of life, and complements community initiatives in business retention and expansion, small-business support, and industry–education collaboration;

**NOW, THEREFORE**, I, Carolyn Bilski, Mayor of the City of Sealy, and on behalf of the members of the City Council, do hereby Proclaim the month of October 2025 as

### ***“Manufacturing Month in Sealy”***

**BE IT FURTHER PROCLAIMED** that the Sealy EDC encourages Sealy-area manufacturers, educators, and partners to host and participate in events during October that:

1. Raise awareness of modern manufacturing careers;
2. Connect students and job-seekers with real workplaces and training pathways; and
3. Recognize the contributions of Sealy's manufacturing employers and workforce.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Sealy to be affixed on the 7<sup>th</sup> day of October 2025.



Carolyn Bilski  
Mayor, City of Sealy

## H. Consent Agenda



**MINUTES  
SEALY CITY COUNCIL  
CITY COUNCIL CHAMBERS  
415 MAIN STREET  
SEALY, TX 77474  
TUESDAY, SEPTEMBER 16, 2025  
6:00 P.M.**

The City Council of the City of Sealy, Texas, conducted the meeting scheduled for September 16, 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 6:01 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
Bradley Miller	Councilmember, Place 3
Theadra Curry	Councilmember, Place 4
Edward Zapalac	Councilmember, Place 5

Absent:

Chris Noack	Councilmember, Place 2
Adam Burttschell	Councilmember, Place 6

A quorum was declared present.

Staff Attending:

Kimbra Hill, City Manager  
Sandra Vrabec, City Secretary  
Tim Kirwin, City Attorney  
Jennifer Matura, Finance Director  
Jay Reeves, Chief of Police  
Russell Grimes, Assistant Chief of Police  
Patrick Parsons, Public Works Director  
Mike Barrow, Assistant City Manager  
Bill Atkinson, EDC Director  
Katherine Ellis, EDC Secretary  
Lesley Aguado, Admin Assistant for Parks and Rec  
Charlie Wade, Tourism Manager

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

No one signed up to speak.

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

A motion was made by Councilman Zapalac to Approve the agenda as presented, but to reorder Letter I Executive Session to occur between H Business One and Two. Councilwoman Curry seconded the motion. Mayor Bilski called for the vote.

AYES: Bilski, Lerma, Miller, Curry, Zapalac

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.)

- **September 3, 2025, Regular Agenda Minutes**
- **Financial Report for July 31, 2025**
- **Purdue Pharma and Sackler Family Opioid Settlement**
- **Approve a Resolution to Amend the Personnel and Procedures Policy Section 3.0 – Compensation Plan regarding Annual Reporting of the City's PTO Policy**
- **Approve Annual Renewal of the West Texas Gas (WTG) Marketing, LLC Contract**
  - **Exhibit A – Gas Gate 1 & 2**
  - **Exhibit A-1 – Gas Gate 3**
- **Approve Ratification for the Replacement of Booster Pump on Well #7**
- **City of Sealy's 2026 Holiday Calendar**
- **Amended and Restated the Administrative Services Agreement with Sealy Economic Development Corporation (SEDC).**
- **Amending the following Job Descriptions:**
  - **EDC/CVB Executive Director**
  - **EDC/CVB Deputy Executive Director/Secretary**

o **Tourism Manager**

The City Manager asked that the last two Bullet Points be pulled after speaking with Councilman Zapalac.

A motion was made by Councilman Zapalac to Approve the Consent Agenda as read by the Mayor. Removing the last two bullets. One Amended and Restated the Administrative Services Agreement with Sealy Economic Development Corporation, and the other for amending the following job descriptions: EDC/CVB Executive Director, EDC/CVB Deputy Executive Director/Secretary, and Tourism Manager.

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

AYES: Bilski, Lerma, Miller, Curry, Zapalac

NOES: None

The motion carried.

**G. Presentation(s)**

- **2025 Fantasy of Lights Event by Convention and Visitors' Bureau**

**H. Business**

1. **Presentation, Discussion, and Possible Action regarding Annual Collection Report by Perdue Brandon FielderCollins&Mott.**

Presented by Leslie Schkade.

**I. EXECUTIVE SESSION: A closed meeting will be held concerning the following item(s):**

- a) **Texas Government Code, Section 551.071, Consultation with Attorney: A governmental body may conduct a private consultation with its attorney when the governmental body seeks the advice of its attorney about pending or contemplated litigation; or a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code.**
- b) **Texas Government Code, Section 551.087, Deliberation regarding Economic Development Negotiations; Closed Meeting. This chapter does not require a governmental body to conduct an open meeting: (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).**

- **Faircroft Development, LLC Development Agreement**
- **Inducement Agreement with Wal-Mart Stores East, LP (Utility services and infrastructure)**

A motion was made by Councilwoman Lerma to recess into Executive Session. Councilman Miller seconded the motion. Mayor Bilski called for the vote.

AYES: Bilski, Lerma, Miller, Curry, Zapalac  
NOES: None

The motion carried. The City Council entered into Executive Session at 6:28 p.m.

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

The City Council reconvened into Open Session at 7:56 p.m.

No action was taken.

**12. Discussion and Possible Action regarding Approving Ratification for the Wal-Mart Water Tower Booster Pump Replacement.**

No action was taken.

**2. Discussion and Possible Action regarding the City-Wide Event for Boo Bash being held Downtown Sealy on October 31, 2025, from 5:00 p.m. to 8:00 p.m. Hosted by The Sealy News.**

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

AYES: Bilski, Lerma, Miller, Curry, Zapalac  
NOES: None

The motion carried.

**3. Discussion and Possible Action regarding Approving, Disapproving, or Approving with Conditions a Variance Application for 627 Travis Street, Sealy, Texas, allowing a Variance to the requirements of Section 28-11 – Lot Requirements.**

- a) **Section 28-11(a) Minimum width.** The minimum width of lots for single-family detached dwellings shall be 60 feet. Variance is for 55 feet in width.
- b) **Section 28-11(b) Minimum depth.** No single-family residential detached dwelling shall be constructed on a lot that is less than 120 feet in depth. Variance is for 106 feet in depth.
- c) **Section 28-11(c) Minimum area.** No single-family residential detached dwelling shall be constructed on a lot that is less than 7,200 square feet in area. Variance is for 5,830 square feet in area.

A motion was made by Councilman Zapalac to Disapprove a Variance Application for 627 Travis Street, Sealy, Texas, disallowing the Variance Request on all a, b, and c. Councilwoman Curry seconded the motion. Mayor Bilski called for the vote.

AYES: Bilski, Lerma, Miller, Curry, Zapalac  
NOES: None

The motion carried.

**4. Discussion and Possible Action regarding Approving, Disapproving, or Approving with Conditions a Variance Application for 777 Main Street, Sealy, Texas, allowing a Variance to the requirements of Section 28-1 – Definitions.**

- a) **Building Line – regarding “no fence shall be authorized beyond a front building line or placed in a manner that would enclose any City Services.**

A motion was made by Councilman Zapalac to Disapprove a Variance Application for 777 Main Street, Sealy, Texas, item a.  
Councilwoman Curry seconded the motion. Mayor Bilski called for the vote.

AYES: Bilski, Lerma, Miller, Curry, Zapalac  
NOES: None

The motion carried.

Mayor Bilski left the meeting at 8:03 p.m.

**5. Discussion and Possible Action regarding Awarding or Rejecting Bid(s) for Texas Department of Transportation (TxDOT) Facility Utility Service Extensions.**

A motion was made by Councilman Zapalac to Approve Awarding a bid for Texas Department of Transportation (TxDOT) Facility Utility Service Extensions to Vera Industries, LLC of Missouri City, Texas, for \$483,432.30, plus \$50,000 contingency, contingent upon TxDOT amendment to increase reimbursement amount from the state to the city not to exceed \$523,432.30. Councilman Zapalac withdrew his motion. A motion was made by Councilman Zapalac to Approve Awarding a bid for TxDOT Department of Transportation Facility Utility Service Extensions with Vera Industries, LLC of Missouri City, Texas, for an amount of \$483,432.30, contingent upon TxDOT amendment to increase the reimbursement amount from the state to the city, with the TxDOT amount not exceeding \$533,432.30.  
Councilwoman Curry seconded the motion. Mayor Pro Tem Lerma called for the vote.

AYES: Lerma, Miller, Curry, Zapalac  
NOES: None

The motion carried.

**6. Presentation, Discussion, and Possible Action regarding Approving the Classic Choice Project and a Performance Agreement providing the Sealy Economic Development Corporation (SEDC) Business Incentive Expenditure not to exceed \$1,500.**

A motion was made by Councilman Miller to Approve the Classic Choice Projects and Performance Agreement, providing Sealy SEDC Business Expenditure not to exceed \$1,500.  
Councilman Zapalac seconded the motion. Mayor Pro Tem Lerma called for the vote.

AYES: Lerma, Miller, Curry, Zapalac

NOES: None

The motion carried.

**7. Discussion and Possible Action regarding a Resolution to Elect to Participate in Tax Abatement Pursuant to Texas Tax Code, Chapter 312.**

A motion was made by Councilman Miller to Elect to Participate or Approve to Elect to Participate in a Tax Abatement Pursuant to Texas Tax Code Chapter 312.  
Councilwoman Curry seconded the motion. Mayor Pro Tem Lerma called for the vote.

AYES: Lerma, Miller, Curry, Zapalac  
NOES: None

The motion carried.

**8. Discussion and Possible Action regarding Approving Task Order No. 2 with Scott Maddux of Studio M6 regarding Architectural Design, ADA Improvements, Phasing, and Scope of Work for the W. E. Hill Community Center.**

A motion was made by Councilman Zapalac to Approve Task Order No. 2 with Scott Maddux of Studio M6 regarding Architectural Design, ADA Improvements, Phasing, and Scope of Work for the W. E. Hill Community Center.  
Councilman Miller seconded the motion. Mayor Pro Tem Lerma called for the vote.

AYES: Lerma, Miller, Curry, Zapalac  
NOES: None

The motion carried.

**9. Discussion and Possible Action regarding Amending the Master Fee Schedule Ordinance.  
(Second of two readings)**

- **Solid Waste Rates**

A motion was made by Councilman Zapalac to Approve Amending the Master Fee Schedule Ordinance. This is the second of two readings, solid waste rates.  
Councilwoman Curry seconded the motion. Mayor Pro Tem Lerma called for the vote.

AYES: Lerma, Miller, Curry, Zapalac  
NOES: None

The motion carried.

**10. Discussion and Possible Action regarding Amending Ordinance Chapter 70 Park Rules. (First of two readings)**

A motion was made by Councilman Zapalac to Approve Amending Ordinance Chapter 70 Park Rules. This is related to golf balls prohibited. This is the first of two readings.

Councilwoman Curry seconded the motion. Mayor Pro Tem Lerma called for the vote.

AYES: Lerma, Miller, Curry, Zapalac

NOES: None

The motion carried.

**13. Reports or Requests from the City Manager and Discussion:**

Recognize the Public Works Department and our Gas Department, our Gas Superintendent, for passing the Railroad Commission Safety Evaluation. We can get our physical conditions, written procedures, and our record-keeping, and we have a favorable report for getting our gas system in such good shape.

**7. Reports, Announcements, or Requests from Councilmembers.**

**Councilman Burttschell**                      Absent

**Councilman Zapalac**                      None

**Councilwoman Curry**                      None

**Councilman Miller**

Chief, Thanks so much. Truly appreciate everything you've done, and I don't recall when you became the chief, right? But I believe at least since I've been on the council, you've left the city in a better, better place, right? So, we truly appreciate that, at least I do. Best of luck in retirement, sir. Thank you.

I, you know, I'm Make-A-Wish Foundation is an amazing charity, does a lot of great things for the organization, does a lot of great things for children, and I'm grateful to hear that there are four individuals in our community that will benefit from that. I do just want to challenge us to think differently as we move forward. Though you know organizations like Make-A-Wish and many other charities, they charge a high amount of administrative fees to help fund their organization. I think they actually charge a 26% rate. I googled it, and I just wanna ensure that with whatever money we raise, we're trying to do a better job of giving back to our community. And in ways that, you know, our children in the community can all benefit from it. So again, just something to challenge ourselves with. I think it's fantastic that we're partnering with them, but again, I think we also have to look at the percentage of money that goes into those organizations and then the percent that goes actually to the individuals that are impacted by it. And then I also wanna say around the since we're talking about parade, right? There was mention of bringing external groups in, we also have to think about then if we're gonna start to promote more outside and bring more people in, our current parade route is not very conducive to outsiders. Everybody bottlenecks in downtown, the downtown area, and right in front of City Hall, you don't see a lot of folks on Main Street or the other avenues of the parade that are most of those are homeowners and family members of homeowners. So again, we may have to rethink bringing in more people into our community about how we route our parade. So again, just things for the future, but I just wanted to go ahead and note those tonight.





**MINUTES  
SEALY CITY COUNCIL  
CITY COUNCIL CHAMBERS  
415 MAIN STREET  
SEALY, TX 77474  
FRIDAY, SEPTEMBER 19, 2025  
12:30 P.M.**

The City Council of the City of Sealy, Texas, conducted the meeting scheduled for September 19, 2025, at 12:30 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 12:37 p.m.

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

Present:

Carolyn Bilski  
Theadra Curry  
Edward Zapalac  
Adam Burttschell

Mayor  
Councilmember, Place 4  
Councilmember, Place 5  
Councilmember, Place 6

Absent:

Dee Anne Lerma  
Chris Noack  
Bradley Miller

Councilmember, Place 1, Mayor Pro Tem  
Councilmember, Place 2  
Councilmember, Place 3

A quorum was declared present.

Staff Attending:

Kimbra Hill, City Manager  
Sandra Vrablec, City Secretary  
Russell Grimes, Assistant Chief of Police  
Patrick Parsons, Public Works Director  
Mike Barrow, Assistant City Manager  
Bill Atkinson, EDC Director

**C. Petitions(s) and Public Comments**

No one signed up to speak.

**D. Business**

- 1. Discussion and Possible Action regarding the Approval of Amendment No. 1 to the Contract Documents/Agreement between the City of Sealy and Kopatheat Electric, LLC, related to the DR-4485-0278 Water Plant and Lift Station Generators Project, to include necessary Federal Provisions into its terms and conditions.**

A motion was made by Councilman Zapalac to Approve Amendment No. 1 to the Contract Documents/Agreement between the City of Sealy and Kopatheat Electric, LLC, related to the

DR-4485-0278 Water Plant and Lift Station Generators Project, to include necessary Federal provisions into its terms and conditions.

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

AYES: Bilski, Curry, Zapalac, Burttschell

NOES: None

The motion carried.

#### **E. Adjourn**

A motion was made by Councilman Burttschell to Adjourn.

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

AYES: Bilski, Curry, Zapalac, Burttschell

NOES: None

The motion carried. The City Council meeting adjourned at 12:42 p.m.

**PASSED AND APPROVED** this 7<sup>th</sup> day of October 2025.

---

Carolyn Bilski, Mayor

ATTEST:

---

Sandra Vrabec, City Secretary



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

SUBMITTED BY: Mike Barrow, Assistant City Manager

MEETING DATE: October 7, 2025

## STAFF REPORT

### DESCRIPTION

Amending Ordinance Chapter 70 Park Rules (second reading).

### 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 rule adds to Ordinance Section 70-74.

### FINANCIAL IMPACTS

ORDINANCE NO. 2025-

AN ORDINANCE OF THE CITY OF SEALY, TEXAS, AMENDING CHAPTER 70 OF THE CODE OF ORDINANCES; PROVIDING RULES AND REGULATIONS FOR PARKS AND RECREATION; 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") finds that updating the rules and regulations for prohibited acts and conducts in parks and recreational areas is for the good of the government and provides for efficient government operations and protects the welfare of the citizens and the public;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE 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. Section 70-74 of Article III of Chapter 70 of the City of Sealy, Texas code of ordinances is amended by adding as new subsection (i) to read as follows:

"CHAPTER 70 – PARKS AND RECREATION"

\* \* \* \*

ARTICLE III. – CONDUCT IN PARKS

\* \* \* \*

**Sec. 70-74. Prohibited acts and conduct.**

\* \* \* \*

(i) *Golf balls prohibited.* It shall be unlawful for any person to practice, drive, putt, hit, or use golf balls in any portion of a city park or recreational area of the City of Sealy."

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 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 5. Effective Date.** This ordinance shall become effective immediately upon second reading.

**PASSED AND APPROVED** at this first reading on the 16<sup>th</sup> day of September 2025.

**PASSED, APPROVED AND ADOPTED** at this second reading on the 7<sup>th</sup> day of October 2025.

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Carolyn Bilski, Mayor

ATTEST:

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Sandra Vrabec, City Secretary



# City of Sealy

415 Main Street · P.O. Box 517  
Sealy, TX 77474  
(979) 885-3511 · Fax (979) 885-3513  
**Office of the Mayor**  
[www.ci.sealy.tx.us](http://www.ci.sealy.tx.us)

City Council Meeting Date: **October 7, 2025**

CONSENT AGENDA ITEM: **Approval of the Mayor -Appointed Wayfinding Steering Committee**

## **Background**

Section 3.04 of the City of Sealy Home Rule Charter grants the Mayor the authority to appoint members to committees, subject to confirmation by the City Council. The creation of a **Wayfinding Steering Committee** is an important step in advancing the City's efforts to improve community branding, signage, and navigation throughout Sealy.

## **Recommendation**

In accordance with the authority provided under Section 3.04 of the Charter, Mayor Bilski submitted the following appointments for City Council approval which includes 10 members, 6 voting members and 4 ex-officio members:

### Elected Official:

**Edward Zapalac**, Councilmember, Place 5

### City Staff:

**Bill Atkinson**, EDC/CVB Executive Director (ex-officio)

**Kimbra Hill**, City Manager (ex-officio)

**Mike Barrow**, Assistant City Manager/Planner (ex-officio)

**Charlie Wade**, CVB Tourism Manager (ex-officio)

### Community Business and Property Owner(s):

**Kerry Whitehead (Trevino)**

**Ann Reay**

**Erin Krampitz**

### Cultural/Heritage:

**Donna Priebisch**, Sealy Area Historical Society

**Carolyn Scott**, Parks Board & Planning Commission

**Role of the Steering Committee:**

**1. Advisory and Oversight:**

- a. Provide guidance to staff, consultants, and Council throughout the project
- b. Ensure the project aligns with the City's goals
- c. Act as a sounding board for design, placement, and messaging decisions for recommendation to Council

**2. Community Representation:**

- a. Bring together stakeholders from different sectors: business, downtown district, cultural groups, neighborhoods, city planning, and parks and amenities
- b. Ensure the project considers local identity

**3. Technical & Design Input:**

- a. Review and comment on:
  - i. Proposed sign locations
  - ii. Design concepts and branding elements
  - iii. Wayfinding logic (ease of navigation, consistency of language, universal symbols)
- b. Help balance aesthetics with functionality, safety, and regulatory compliance (TxDOT)

**4. Consensus Building & Recommendations:**

- a. Submit formal recommendations to City Council for approval at key project milestones
- b. Set direction, represent the community, and advise Council so that the final wayfinding system is practical, attractive, and reflective of Sealy's identity.



TEXAS MUNICIPAL LEAGUE  
*Empowering Texas cities to serve their citizens*

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President **Allison Heyward**, Councilmember, Schertz  
Executive Director **Bennett Sandlin**

September 8, 2025

To: Primary Contacts in TML Region 14

From: Bennett Sandlin, Executive Director, Texas Municipal League

Subject: Region 14 Director Ballot

Attached are the official ballot and candidate biographies for the TML Region 14 Director of the TML Board of Directors. Previously, elections for region directors were held at region meetings. After changes to the TML Constitution were approved in 2023, these elections are now administered by TML centrally.

The officials listed on this ballot have been nominated to serve a one-year term on the TML Board of Directors that will begin on October 31, 2025, upon adjournment of the TML Annual Conference and Exhibition.

The attached ballot includes instructions for filling it out. If you have any questions, please contact Rachael Pitts at [rpitts@tml.org](mailto:rpitts@tml.org) or 512-231-7472.

Thank you in advance for your city's participation in the election.



# OFFICIAL BALLOT

## Texas Municipal League (TML) Region 14 Director Election

This is the official ballot for the election of the Region 14 director of the TML Board of Directors. You received this ballot because you are the city's primary contact person with TML. Each TML member city is entitled to one vote, which vote must be cast by a majority vote of the city's governing body. Please record your city's choice by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate.

The officials listed on this ballot have been nominated to serve a one-year term on the TML Board of Directors. A brief biography for each candidate is included after the ballot.

Ballots must reach the TML office by 5:00 p.m. Central Time on October 23, 2025. Ballots received after this date cannot be counted. **The ballot must be properly signed and mailed to: Rachael Pitts, Texas Municipal League, 1821 Rutherford Lane, Suite 400, Austin, TX 78754, or scanned and emailed to rpitts@tml.org. If the ballot is not signed, it will not be counted.**

### Region 14 Director (select one)

- Sally Branson, Councilmember, Friendswood (Incumbent)
- Robin Collins, Mayor, Kemah
- Tom Crews, Councilmember, League City
- Emmanuel Guerrero, Councilmember, Pasadena
- Josh Pratt, Councilmember, Bunker Hill Village
- Frank W. Robinson, Councilmember, Shenandoah

### Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the city named below.

Witness my hand, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Printed Name of City

411 Fallow Lane

77546  
Friendswood

Dear Mayor and Council,  
It would be an honor to continue  
serving as Director of TML Region H  
along with my work on Friendswood  
City Council, also serve with H-GAC  
the Transportation Policy Council and  
BayTren. I'm grateful to have the  
encouragement of former Sugar Land

Mayor Joe Zimmerman and  
would sincerely appreciate your support  
Respectfully,  
Sally Draxson

## Region 14 Director Candidate Biographies



### **Sally Branson, Councilmember, Friendswood (Incumbent)**

Sally Branson is a lifelong Friendswoodian. After graduating from Friendswood High School in 1976, she briefly moved away to attend The University of Texas at Austin receiving her BBA. She returned to Friendswood where she met and married her husband of 35 years, Jon. They raised three children, all of whom graduated from Friendswood High School. She is now the proud grandmother of three grandchildren currently making their way through the Friendswood school system as Sally and her children did. She began her career at NASA Johnson Space Center in the Chief Financial Officers Directorate in 1989, prior to joining the financial services industry in 2000. Unsurprisingly, she chose downtown Friendswood as the location for her business that she manages with her oldest son. Councilmember Branson believes in giving back to her community and is currently serving as chair of the

Galveston County Historical Commission and is on the board of the Friendswood Historical Society. She is also an active member of the Friendswood Rotary Club. She also served on the board for the Friendswood Education Foundation for over 18 years and participated in the establishment of the Friends of Downtown Friendswood Association. Branson currently serves as liaison to the Houston-Galveston Area Council and the Community Economic Develop Committee. She is also serving as the current president of Texas Municipal League Region 14. Prior to being elected to Friendswood City Council in 2017, she served on the Planning and Zoning Commission for three years.



### **Robin Collins, Mayor, Kemah**

Robin Collins proudly serves the City of Kemah with a deep commitment to preserving the charm, character, and coastal heritage that define her hometown. Elected as mayor in 2023 and now serving her second term, she brings experienced, steady leadership rooted in tradition, accountability, and a strong belief in the power of local government to improve everyday life. Collins has prioritized community engagement, economic development, and public safety. Under her leadership, Kemah continues to thrive as both a welcoming community for residents and a sought-after destination for visitors. Her focus on infrastructure, transparency, and regional partnerships has helped Kemah grow responsibly while preserving its unique identity. Her service in public office began in 2009 when she was elected to the

Kemah City Council. She served through 2023, including time as mayor pro tem and Kemah's representative to the Houston-Galveston Area Council (HGAC). She currently serves as president of the Galveston County Mayor and Councilmember Association, where she continues to build consensus and foster collaboration across city lines. With years of experience in municipal government and regional leadership, Collins understands the challenges of cities in Region 14, particularly smaller and coastal communities. She is committed to making sure those voices are heard at the state level. She is a firm believer in servant leadership and strives to lead with humility, consistency, and a commitment to listening. Collins is passionate about fostering collaboration among municipal leaders and ensuring that every community—regardless of size—has a seat at the table.



**Tom Crews, Councilmember, League City**

Tom Crews is a Certified Public Accountant and the owner of a family-run CPA firm based in League City. He and his wife, Chrissy, founded the practice in 2015, and it has since become a trusted business in the community. Their children are also involved in the firm, making it a true family operation. Crews currently serves on the League City Council in Position 3. First elected in 2022 and re-elected in 2024, he brings over a decade of financial experience to his role in local government. Before joining the council, he served as chair of both the League City Finance Committee and the Charter Review Committee, gaining a strong foundation in municipal budgeting and policy. To further strengthen his public service skills, Crews is currently enrolled in the Texas Municipal League's Certified Municipal Official (CMO)

program. His dual roles as a business owner and public servant allow him to effectively represent both residents and local entrepreneurs. He is committed to fiscal responsibility, efficient city services, and sustainable growth for League City. In addition to his professional and civic work, Crews and his family are active volunteers in the community. They support several local nonprofits and regularly participate in service projects, reflecting their strong belief in giving back to the city they call home.



**Emmanuel Guerrero, Councilmember, Pasadena**

Emmanuel Guerrero grew up in a blue-collar family, raised by a single mother. He is the eldest brother of five siblings. He is a first-generation college graduate from the University of Houston's Bauer Business School obtaining a double Bachelor of Business Administration (BBA) in finance and marketing in three years. He worked many sales jobs and services jobs while obtaining his bachelor's degree at the University of Houston from 2015-2018, maintaining two jobs and attending school full time. His professional career and experience have been in two Fortune 100 food companies, a Fortune 100 oil and gas company, and a Fortune 100 food company. Currently, he works for a consulting firm specializing in disaster relief, emergency response, economic development, grant management, and compliance and review. At 24,

he was promoted to be the youngest manager in the firm's history, helping to oversee \$400 million through CARES, ARPA, and ERA federal funds. Guerrero was elected as Pasadena City councilman of District C at age 26, making history as the youngest councilman in the City's history. Since being in office, he has led initiatives resulting in \$5.9 million in waterline improvements, \$9.9 million in sewer rehabilitations, \$7.3 million in reconstruction projects, \$150,000 in water well improvements, and has created various scholarships opportunities for the lowest income school in Pasadena. His commitment to his community is unparalleled.



**Josh Pratt, Councilmember, Bunker Hill Village**

Councilmember Josh Pratt grew up in Houston and relocated his family to the Memorial Villages in 2014. With a focus on secure families, financials, and small-town community feel, he was elected to the Bunker Hill Village City Council in 2025. Pratt served on the City's Zoning Board of Adjustment as well as various boards and committees in local government, business, and church. He is a certified public accountant working in the private sector. He and his wife have one child.



**Frank W. Robinson, Councilmember, Shenandoah**

Frank W. Robinson, BA, MPA, ICMA-CM (Retired) is an elected member of the City of Shenandoah City Council and an accomplished public administrator. He holds a bachelor's degree from the University of North Texas and a Master of Public Administration from Sam Houston State University. After 38 years of public service, 29 of those years as a chief administrative officer and city manager in Texas and California, Robinson retired in 2017. He began his public service career as a police officer in Denton, eventually receiving an appointment as chief of police in the City of West University Place before transitioning to city management. He is best known for his role in the development of the downtown of The Woodlands. Robinson served 14 years as president and township manager for The Woodlands Township (formerly known as the Town Center Improvement District of Montgomery County). He led the organization through visioning and goal setting to define the Township's vision and mission as a local government focused on creating public benefit. In 2020, he came out of retirement to assist the City of Conroe in the position of downtown manager and implemented the newly adopted Downtown Conroe Development Plan and promote the historical preservation and economic development of downtown Conroe. Robinson successfully attracted new entertainment and dining venues to the downtown's Central Business District, brought in an estimated \$54 million in new development investment, and facilitated the recertification of Conroe as a Texas Main Street Community and receiving the coveted Cultural District designation by the Texas Commission on the Arts. In January 2023, Robinson retired once again and was elected to the City of Shenandoah's City Council in May 2024. He remains an active member of the Texas City Management Association.



**SEDC BOARD AGENDA ITEM NO:** Consideration and Approval of the Amended and Restated Administrative Services Agreement between the City of Sealy and the Sealy Economic Development Corporation (SEDC)

**MEETING DATE:** October 7, 2025

## STAFF REPORT

### DESCRIPTION

The Amended and Restated Administrative Services Agreement (ASA) between the City of Sealy and the Sealy Economic Development Corporation (SEDC) defines the framework for shared services, staffing, and reimbursement arrangements. The agreement also affirms responsibilities for Convention & Visitors Bureau (CVB) operations, funded through Hotel Occupancy Tax (HOT) revenues.

### ANALYSIS

The ASA was first executed in 2014 and has been amended periodically to meet the evolving operational needs of both the City and SEDC. The 2025 amendment clarifies roles, financial responsibilities, and oversight of CVB activities to ensure compliance with Chapter 351 of the Texas Tax Code and the City's HOT Fund Policy.

The general changes made by this amendment, **signified in red**, include:

- The EDC Executive Director position is renamed the EDC/CVB Executive Director which oversees both economic development and CVB functions. As well as amendments to the job descriptions of the EDC Executive Director to amended position name of **EDC/CVB Executive Director**, **EDC/CVB Deputy Executive Director** and **CVB Tourism Manager** throughout the Agreement.
- Amends the section on encumbered funds carry-over with the following changes:
  - CVB must utilize funds for the budgeted purpose. Any remaining capital project funds at the end of each fiscal year for projects that have not been completed may not be carried over to the next fiscal year. ~~for the purpose of completing the capital project as intended. To accomplish this carry-over, t~~**The City's Financial Management Policy and practices do not have a process to encumber funds to be carried over from the prior fiscal year. If the project is ongoing at the end of the fiscal year any unused funds that were intended to fund the completion of a project would requires City Council's approval of an ordinance to amend the new fiscal year's budget to draw down the Hotel Occupancy Tax fund balance in the amount of the remaining previously allocated**~~ions of the previously approved funds for the project.~~
- **EDC/CVB Executive Director** shall ensure that the project and financial CVB operations status will be submitted to the **City Manager, Finance Director, and City Secretary** as a quarterly written report 60 days following the end of the Quarter (using the City's fiscal calendar) for presentation to and approval by the City Council.
- **EDC/CVB Executive Director** or designee shall **ensure that the Tourism Manager or designee** make a formal presentation of the Quarterly report at a Council meeting as follows:
  - **Quarter 1 report for October, November, December: Present in March.**
  - **Quarter 2 report for January, February, March: Present in June.**
  - **Quarter 3 report for April, May, June: Present in September.**
  - **Quarter 4 report for July, August, September: Present in December.**

## FINANCIAL IMPACT

- There are no changes in financial impacts as a result of the recommended amendments.

## RECOMMENDATION

Staff recommends approval of the Amended and Restated Administrative Services Agreement between the City of Sealy and as approved by the Sealy Economic Development Corporation Board of Directors at their September 23, 2025 meeting.

**RED-LINE COPY**

## AMENDED AND RESTATED ADMINISTRATIVE SERVICES AGREEMENT

THE STATE OF TEXAS     §  
  §  
COUNTY OF AUSTIN     §

This Amended and Restated Administrative Services Agreement (“Agreement”) was made and entered into by and between the City of Sealy, Texas (the “City”) and the Sealy Economic Development Corporation (the “SEDC”) on the 12<sup>th</sup> day of August 2014; and<sup>1</sup>

WHEREAS, the SEDC desires to utilize the services and support of City staff in the furtherance of projects it undertakes to eliminate duplication and to promote economy and efficiency in the use of the additional sales tax revenues it receives<sup>1</sup>; and

WHEREAS, for and in consideration of the mutual covenants, agreements and benefits accruing herein to each party, the City and the SEDC hereby agree as follows<sup>1</sup>:

1. Services Provided<sup>1</sup> by the City:
  - a. Accounting and financial services (\$15,000)<sup>2</sup>;
  - b. Human resource services (\$850)<sup>2</sup>;
  - c. Administration/secretarial services (\$5,000)<sup>2</sup>;
  - d. Information Technology services (\$1,500)<sup>2</sup>;
  - e. Building services (\$1,900)<sup>2</sup>;
  - f. Consulting with City Manager (\$2,150)<sup>2</sup>;
  - g. Consulting with City Planner/Assistant City Manager (\$3,600)<sup>2</sup>; and
  - h. Any other services in furtherance of the purposes of the SEDC and authorized by the Act<sup>1</sup>.
  
2. Assignment of tasks:

The **EDC/CVB** Executive Director of the SEDC will make request to the City Manager of the City for assignment of tasks to be performed by City employees for the benefit of the SEDC. The specific tasks assigned to City employees will be at the direction of the City Manager<sup>1</sup>.

3. Resolution of conflicts:

The City and the SEDC acknowledge that from time-to-time conflicts between an employee's primary responsibilities to the City and the requests for services from the SEDC may arise. The City and the SEDC agree to encourage employees to bring conflicts to the attention of the City Manager of the City and the **EDC/CVB** Executive Director of the SEDC as soon as they arise. The City and the SEDC further agree to cooperate to resolve such conflicts in the most economical and beneficial manner by, among other things, reassignment of tasks, hiring additional employees, or contracting third parties to perform necessary services<sup>1</sup>.

4. City Staff to Remain City Employees:

It is specifically understood and agreed between the parties that, while performing services for the SEDC, all members of the City's staff are and shall remain employees of the City and shall receive salary, leave, retirement and other personnel benefits in accordance with the City's policies. The City will obtain and maintain workers' compensation insurance and auto and general liability insurance under the City's regular insurance policy providing coverage for City employees, while employees are performing services by or on behalf of the SEDC pursuant to this Agreement<sup>1</sup>.

<sup>1</sup> Administrative Services Agreement, August 12, 2014.

<sup>2</sup> Amendment No. 1 to Administrative Services Agreement, 5(a), June 23, 2020.

The City hereby authorizes that all benefits available to City employees will be extended to the EDC/CVB Executive Director and any employees of the SEDC. In addition, the EDC/CVB Executive Director and any employees of the SEDC will be subject to comply with the City of Sealy Personnel Policy<sup>1</sup>.

5. Considerations:

- a. The SEDC during the term of this Agreement agrees that the SEDC will reimburse the City for services performed for and on behalf of the SEDC pursuant to this agreement by the payment of \$30,000 annually, payable in full on the first Monday of March to the City as a transfer from the SEDC to the City's general fund<sup>2</sup>.
- b. The SEDC further agrees to reimburse the City for all reasonable expenses incurred by the City for or on behalf of the SEDC. The City agrees to provide supporting documentation to the Executive Director for any such expenses prior to the reimbursement<sup>1</sup>.
- c. The City and the SEDC acknowledge that the SEDC may utilize the services of City employees more at certain times than at other times. Therefore, the City and the SEDC agree that the compensation agreement provided for herein may be reviewed and revised at any time, by mutual agreement of the parties, to more accurately reflect the cost to the City of providing its employees to perform services for and on behalf of the SEDC<sup>1</sup>.
- d. The SEDC acknowledges that the City incurred various costs and City staff performed various services regarding the creation and initial organization of the SEDC and in furtherance of the SEDC projects. As these costs were necessary to the creation, organization, and initial implementation of the projects to be undertaken by the SEDC and will provide significant economic benefit to the City, hereby acknowledges and stipulates to the receipt of adequate and sufficient consideration for the costs incurred and services performed prior to the effective date of this Agreement<sup>1</sup>.

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6. Services provided to the City by the EDC:<sup>3</sup>

The City may utilize SEDC employees to perform services for and on behalf of the City to administer the Convention and Visitor's Bureau Program, pursuant to Texas Tax Code 351.101 and the goals established by the City Council, on behalf of the CVB, shall expend City Council approved City of Sealy's Hotel Occupancy Tax Funds per the City Council approved budget for promotional and tourist advertising for the City, continuing solicitation of tourism to attract visitors and conventions to the City.

- The CVB operation reports to the City Council via the City Manager, which is coordinated by the EDC/CVB Executive Director, per the City's organizational structure, and funded by the Hotel Occupancy Tax Fund.
- The CVB shall expend HOT Funds in a manner directly enhancing and promoting tourism and the convention and hotel industry of Sealy, Texas. All uses and expenditures of HOT Funds shall be conducted in

<sup>1</sup> Administrative Services Agreement, August 12, 2014.

<sup>2</sup> Amendment No. 1 to Administrative Services Agreement, 5(a), June 23, 2020.

<sup>3</sup> 2025 Amendment to Administrative Services Agreement, March 24, 2025.

accordance with the uses permitted by Chapter 351 of the Texas Tax Code, the City's HOT Policy and all other applicable laws and regulations.

- The CVB Visitor Information Center shall occupy a spaced leased by the City of Sealy on behalf of the CVB.
- The EDC/**CVB Executive** Director shall oversee day-to-day operations and CVB staffing but the CVB is not part of the EDC or under the direction of the EDC Board or funded by the EDC.
  - The EDC/**CVB Executive** Director collects wages for these duties from the HOT Fund.
  - The EDC/**CVB Deputy Executive** Director/Secretary collects wages for these duties from the HOT Fund.
  - The EDC/**CVB Executive** Director shall ensure all CVB operations are compliant with Chapter 351 and City of Sealy HOT Policy.
  - All salary expenditures shall be part of the quarterly report, broken down by personnel name.
- Maintain complete and accurate financial records of all HOT Funds transactions.
- Operate a CVB Visitors Information Center, as described by Chapter 351, weekdays from at least 9am to 4pm staffed by City employee(s) or contract employee.
  - Must have one person present to welcome visitors and answer questions of walk-ins and phone calls.
  - Visitor Information center should include display of CVB promotional materials that promote local, area and Texas attractions.
  - Actual hours for staffing CVB and CVB work shall be charged to HOT Funds in accordance with the approved fiscal year budget for HOT Funds (Fund 20) (Department 558).
  - Must track traffic and phone call activity and include in quarterly report.
  - May need to work weekends, on some city holidays or extended hours as needed for CVB and tourist promotion events, resulting in staff flex time in accordance with the City of Sealy Personnel Policy to be managed by the SEDC/**CVB Executive** Director.
- CVB shall have ~~its~~ own identity, including ~~its~~ own dedicated phone number, web site and signage, distinct from City Hall and the EDC.
- Separation of HOT Funds from EDC Funds.
  - Any shared expenses such as rent shall be allocated clearly and documented accurately.
  - Maintain physical and digital asset inventory of CVB-owned physical and digital items.
- CVB will operate and keep current the **DiscoverSealy.com** web site.
- CVB will submit an annual budget each year, subject to the City of Sealy's approved budget format, including properly categorized expenditures by HOT Fund categories and itemization for CVB that includes:
- CVB expenses shall be submitted to the City Finance Director (or designee) and paid by the Finance Department. The CVB shall not maintain a separate checking account.

<sup>1</sup> Administrative Services Agreement, August 12, 2014.

<sup>2</sup> Amendment No. 1 to Administrative Services Agreement, 5(a), June 23, 2020.

<sup>3</sup> 2025 Amendment to Administrative Services Agreement, March 24, 2025.

- EDC/CVB Executive Director shall ensure HOT Funds are spent according to the budget approved by City Council. Modifications to the budget must be presented to and approved by a vote of the City Council in accordance with the City of Sealy's HOT Fund Policy.
- EDC/CVB Executive Director should ensure an official job profile exists for any dedicated CVB positions created (for example: CVB Tourism Manager). (City employees "on loan" will already have a job profile for their regular work duties.)
- EDC/CVB Executive Director and those who operate as CVB representatives shall complete a short, basic HOT Funds awareness training once every year to ensure that they are aware of HOT funds having a limited purpose, charging their actual hours worked directly to HOT, and that steps must be taken to separate HOT funded items such as separate asset list, etc. This can be accomplished by watching the 2016 video and reviewing a summary of the HOT Policy and CVB Minimum Expectations (estimated 45 minutes to complete all items).
- CVB shall take proactive steps to obtain tracking of actual hotel stay information. This information shall appear in the quarterly report.
- CVB does not have the authority to award or pass-through HOT Funds to other organizations/entities. For example:
  - Cannot outsource the visitor information center operation to another entity.
  - Cannot take unspent funds and allocate them to the historical society.
- CVB must utilize funds for the budgeted purpose. Any remaining capital project funds at the end of each fiscal year for projects that have not been completed, may not be carried over to the next fiscal year, for the purpose of completing the capital project as intended. To accomplish this carry over, the City's Financial Management Policy and practices do not have a process to encumber funds to be carried over from the prior fiscal year. If the project is ongoing at the end of the fiscal year any unused funds that were intended to fund the completion of a project would require City Council's approval of an ordinance to amend the new fiscal year's budget to draw down the Hotel Occupancy Tax fund balance in the amount of the remaining previously allocated funds of the previously approved funds for the project.
- EDC/CVB Executive Director shall ensure that the project and financial CVB operations status will be submitted to the City Manager, Finance Director, and City Secretary as a quarterly written report 60 days following the end of the Quarter (using the City's fiscal calendar) for presentation to and approval by the City Council. At a minimum, the report shall include:
  - Itemized expense register which shows:
    - Clear traceability to the approved CVB budget funding categories and subcategories;
    - Shared cost line items shall be flagged and indicate the percentage allocated to CVB;
    - Additional supporting documentation as requested by the City;
    - Copy of the HOT Fund transactions/expenditures for the quarter;
    - Hotel rooms nights recorded during the Quarter for events funded by HOT Funds and other events recorded by hoteliers;

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<sup>1</sup> Administrative Services Agreement, August 12, 2014.

<sup>2</sup> Amendment No. 1 to Administrative Services Agreement, 5(a), June 23, 2020.

<sup>3</sup> 2025 Amendment to Administrative Services Agreement, March 24, 2025.

- Foot and phone traffic at the CVB Visitors Center (# phone inquiries/# visitors); and
- When applicable, a copy of the training materials reviewed and the sign-in sheet completed by city employees.
- EDC/CVB Executive Director or designee shall ensure that the CVB Tourism Manager or designee make a formal presentation of the Quarterly report at a Council meeting as follows:
  - Quarter 1 report for October, November, December: Present in March.
  - Quarter 2 report for January, February, March: Present in June.
  - Quarter 3 report for April, May, June: Present in September.
  - Quarter 4 report for July, August, September: Present in December.
- State of Texas and City of Sealy nepotism policies apply to all HOT operations and expenditures.

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EDC/CVB Executive Director must disclose in writing to the City Council via City Manager when a conflict of interest or potential conflict-of-interest may exist for proposed or actual HOT Funds expenditures. Examples include awarding a printing job to a councilmember's brother.

7. Term:

The term of this Agreement shall be for one year commencing ~~September 23~~ October 7, 2025; provided, however, this Agreement shall be automatically renewed for successive one-year terms unless written notice of non-renewal is given by either party to the other at least 30 days prior to the expiration of the initial or any renewal term hereof. Provided further, either party may terminate this Agreement by giving 30 days advance notice thereof to the other. In the event of early termination, the SEDC will pay the City the consideration provided for in paragraph 5 above on a prorated basis through the date of termination<sup>2</sup>.

8. Right to Hire Third Parties:

The SEDC specifically reserves the right to hire third parties to perform any or all of the services described herein<sup>1</sup>, ~~with the exception of CVB operation as defined in Section 6 of this agreement.~~

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9. Notice:

All notices shall be in writing. If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States mail, first-class, postage prepaid. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses<sup>1</sup>:

City of Sealy  
Attention: City Manager  
P. O. Box 517  
Sealy, Texas 77474

Sealy Economic Development Corporation  
Attention: EDC/CVB Executive Director  
330 Main Street  
Sealy, Texas 77474

<sup>1</sup> Administrative Services Agreement, August 12, 2014.

<sup>2</sup> Amendment No. 1 to Administrative Services Agreement, 5(a), June 23, 2020.

<sup>3</sup> 2025 Amendment to Administrative Services Agreement, March 24, 2025.

Either party may designate a different address by giving the other party at least 10 days written notice in the manner prescribed above<sup>1</sup>.

10. Parties in Interest:

This Agreement shall be for the sole and exclusive benefit of the City and the SEDC and shall not be construed to confer any benefit or right upon any other parties<sup>1</sup>.

10. Amendment:

This Agreement may be amended or modified by the mutual agreement of the parties hereto as provided in paragraph 5 above, otherwise, any and all amendments or modifications must be in writing ~~and attached to~~ and incorporated into this Agreement<sup>1</sup>.

11. Severability:

In the event any clause, phrase, provision, sentence, or part of this Agreement shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Agreement as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional<sup>1</sup>.

12. Entire Agreement:

This Agreement contains the entire agreement between the parties and supersedes all other negotiations and agreements with respect to the matters addressed herein, whether written or oral<sup>1</sup>.

<sup>1</sup> Administrative Services Agreement, August 12, 2014.

<sup>2</sup> Amendment No. 1 to Administrative Services Agreement, 5(a), June 23, 2020.

<sup>3</sup> 2025 Amendment to Administrative Services Agreement, March 24, 2025.

IN WITNESS WHEREOF, this Amended and Restated Administrative Services Agreement is approved by the SEDC on the 23<sup>rd</sup> day of September, 2025.

**SEALY ECONOMIC DEVELOPMENT CORPORATION**

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Sterling Schiller, President

ATTEST:

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Katherine Ellis, EDC/CVB Deputy Executive Director/Secretary

<sup>1</sup> Administrative Services Agreement, August 12, 2014.

<sup>2</sup> Amendment No. 1 to Administrative Services Agreement, 5(a), June 23, 2020.

<sup>3</sup> 2025 Amendment to Administrative Services Agreement, March 24, 2025.

**IN WITNESS WHEREOF**, this Amended and Restated Administrative Services Agreement is approved by the City on the 7th day of October, 2025.

**CITY OF SEALY, TEXAS**

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Carolyn Bilski, Mayor

**ATTEST:**

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Sandra Vrablec, City Secretary

<sup>1</sup> Administrative Services Agreement, August 12, 2014.

<sup>2</sup> Amendment No. 1 to Administrative Services Agreement, 5(a), June 23, 2020.

<sup>3</sup> 2025 Amendment to Administrative Services Agreement, March 24, 2025.

**CLEAN COPY**

## AMENDED AND RESTATED ADMINISTRATIVE SERVICES AGREEMENT

THE STATE OF TEXAS       §  
  §  
COUNTY OF AUSTIN       §

This Amended and Restated Administrative Services Agreement (“Agreement”) was made and entered into by and between the City of Sealy, Texas (the “City”) and the Sealy Economic Development Corporation (the “SEDC”) on the 12<sup>th</sup> day of August 2014; and<sup>1</sup>

WHEREAS, the SEDC desires to utilize the services and support of City staff in the furtherance of projects it undertakes to eliminate duplication and to promote economy and efficiency in the use of the additional sales tax revenues it receives<sup>1</sup>; and

WHEREAS, for and in consideration of the mutual covenants, agreements and benefits accruing herein to each party, the City and the SEDC hereby agree as follows<sup>1</sup>:

1. Services Provided<sup>1</sup> by the City:
  - a. Accounting and financial services (\$15,000)<sup>2</sup>;
  - b. Human resource services (\$850)<sup>2</sup>;
  - c. Administration/secretarial services (\$5,000)<sup>2</sup>;
  - d. Information Technology services (\$1,500)<sup>2</sup>;
  - e. Building services (\$1,900)<sup>2</sup>;
  - f. Consulting with City Manager (\$2,150)<sup>2</sup>;
  - g. Consulting with City Planner/Assistant City Manager (\$3,600)<sup>2</sup>; and
  - h. Any other services in furtherance of the purposes of the SEDC and authorized by the Act<sup>1</sup>.

2. Assignment of tasks:

The EDC/CVB Executive Director of the SEDC will make request to the City Manager of the City for assignment of tasks to be performed by City employees for the benefit of the SEDC. The specific tasks assigned to City employees will be at the direction of the City Manager<sup>1</sup>.

3. Resolution of conflicts:

The City and the SEDC acknowledge that from time-to-time conflicts between an employee's primary responsibilities to the City and the requests for services from the SEDC may arise. The City and the SEDC agree to encourage employees to bring conflicts to the attention of the City Manager of the City and the EDC/CVB Executive Director of the SEDC as soon as they arise. The City and the SEDC further agree to cooperate to resolve such conflicts in the most economical and beneficial manner by, among other things, reassignment of tasks, hiring additional employees, or contracting third parties to perform necessary services<sup>1</sup>.

4. City Staff to Remain City Employees:

It is specifically understood and agreed between the parties that, while performing services for the SEDC, all members of the City's staff are and shall remain employees of the City and shall receive salary, leave, retirement and other personnel benefits in accordance with the City's policies. The City will obtain and maintain workers' compensation insurance and auto and general liability insurance under the City's regular insurance policy providing coverage for City employees, while employees are performing services by or on behalf of the SEDC pursuant to this Agreement<sup>1</sup>.

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The City hereby authorizes that all benefits available to City employees will be extended to the EDC/CVB Executive Director and any employees of the SEDC. In addition, the EDC/CVB Executive Director and any employees of the SEDC will be subject to comply with the City of Sealy Personnel Policy<sup>1</sup>.

5. Considerations:

- a. The SEDC during the term of this Agreement agrees that the SEDC will reimburse the City for services performed for and on behalf of the SEDC pursuant to this agreement by the payment of \$30,000 annually, payable in full on the first Monday of March to the City as a transfer from the SEDC to the City's general fund<sup>2</sup>.
- b. The SEDC further agrees to reimburse the City for all reasonable expenses incurred by the City for or on behalf of the SEDC. The City agrees to provide supporting documentation to the Executive Director for any such expenses prior to the reimbursement<sup>1</sup>.
- c. The City and the SEDC acknowledge that the SEDC may utilize the services of City employees more at certain times than at other times. Therefore, the City and the SEDC agree that the compensation agreement provided for herein may be reviewed and revised at any time, by mutual agreement of the parties, to more accurately reflect the cost to the City of providing its employees to perform services for and on behalf of the SEDC<sup>1</sup>.
- d. The SEDC acknowledges that the City incurred various costs and City staff performed various services regarding the creation and initial organization of the SEDC and in furtherance of the SEDC projects. As these costs were necessary to the creation, organization, and initial implementation of the projects to be undertaken by the SEDC and will provide significant economic benefit to the City, hereby acknowledges and stipulates to the receipt of adequate and sufficient consideration for the costs incurred and services performed prior to the effective date of this Agreement<sup>1</sup>.

6. Services provided to the City by the EDC:<sup>3</sup>

The City may utilize SEDC employees to perform services for and on behalf of the City to administer the Convention and Visitor's Bureau Program, pursuant to Texas Tax Code 351.101 and the goals established by the City Council, on behalf of the CVB, shall expend City Council approved City of Sealy's Hotel Occupancy Tax Funds per the City Council approved budget for promotional and tourist advertising for the City, continuing solicitation of tourism to attract visitors and conventions to the City.

- The CVB operation reports to the City Council via the City Manager, which is coordinated by the EDC/CVB Executive Director, per the City's organizational structure, and funded by the Hotel Occupancy Tax Fund.
- The CVB shall expend HOT Funds in a manner directly enhancing and promoting tourism **and** the convention and hotel industry of Sealy, Texas. All uses and expenditures of HOT Funds shall be conducted in

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accordance with the uses permitted by Chapter 351 of the Texas Tax Code, the City's HOT Policy and all other applicable laws and regulations.

- The CVB Visitor Information Center shall occupy a space leased by the City of Sealy on behalf of the CVB.
- The EDC/CVB Executive Director shall oversee day-to-day operations and CVB staffing but the CVB is not part of the EDC or under the direction of the EDC Board or funded by the EDC.
  - The EDC/CVB Executive Director collects wages for these duties from the HOT Fund.
  - The EDC/CVB Deputy Executive Director/Secretary collects wages for these duties from the HOT Fund.
  - The EDC/CVB Executive Director shall ensure all CVB operations are compliant with Chapter 351 and City of Sealy HOT Policy.
  - All salary expenditures shall be part of the quarterly report, broken down by personnel name.
- Maintain complete and accurate financial records of all HOT Funds transactions.
- Operate a CVB Visitors Information Center, as described by Chapter 351, weekdays from at least 9am to 4pm staffed by City employee(s) or contract employee.
  - Must have one person present to welcome visitors and answer questions of walk-ins and phone calls.
  - Visitor Information center should include display of CVB promotional materials that promote local, area and Texas attractions.
  - Actual hours for staffing CVB and CVB work shall be charged to HOT Funds in accordance with the approved fiscal year budget for HOT Funds (Fund 20) (Department 558).
  - Must track traffic and phone call activity and include in quarterly report.
  - May need to work weekends, on some city holidays or extended hours as needed for CVB and tourist promotion events, resulting in staff flex time in accordance with the City of Sealy Personnel Policy to be managed by the SEDC/CVB Executive Director.
- CVB shall have its own identity, including its own dedicated phone number, web site and signage, distinct from City Hall and the EDC.
- Separation of HOT Funds from EDC Funds.
  - Any shared expenses such as rent shall be allocated clearly and documented accurately.
  - Maintain physical and digital asset inventory of CVB-owned physical and digital items.
- CVB will operate and keep current the **DiscoverSealy.com** web site.
- CVB will submit an annual budget each year, subject to the City of Sealy's approved budget format, including properly categorized expenditures by HOT Fund categories and itemization for CVB that includes:
- CVB expenses shall be submitted to the City Finance Director (or designee) and paid by the Finance Department. The CVB shall not maintain a separate checking account.

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- EDC/CVB Executive Director shall ensure HOT Funds are spent according to the budget approved by City Council. Modifications to the budget must be presented to and approved by a vote of the City Council in accordance with the City of Sealy's HOT Fund Policy.
- EDC/CVB Executive Director should ensure an official job profile exists for any dedicated CVB positions created (for example: CVB Tourism Manager). (City employees "on loan" will already have a job profile for their regular work duties.)
- EDC/CVB Executive Director and those who operate as CVB representatives shall complete a short, basic HOT Funds awareness training once every year to ensure that they are aware of HOT funds having a limited purpose, charging their actual hours worked directly to HOT, and that steps must be taken to separate HOT funded items such as separate asset list, etc. This can be accomplished by watching the 2016 video and reviewing a summary of the HOT Policy and CVB Minimum Expectations (estimated 45 minutes to complete all items).
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- CVB does not have the authority to award or pass-through HOT Funds to other organizations/entities. For example:
  - Cannot outsource the visitor information center operation to another entity.
  - Cannot take unspent funds and allocate them to the historical society.
- CVB must utilize funds for the budgeted purpose. Any remaining capital project funds at the end of each fiscal year for projects that have not been completed, may not be carried over to the next fiscal year. The City's Financial Management Policy and practices do not have a process to encumber funds to be carried over from the prior fiscal year. If the project is ongoing at the end of the fiscal year any unused funds that were intended to fund the completion of a project would require City Council's approval of an ordinance to amend the new fiscal year's budget to draw down the Hotel Occupancy Tax fund balance in the amount of the remaining previously allocated funds for the project.
- EDC/CVB Executive Director shall ensure that the project and financial CVB operations status will be submitted to the City Manager, Finance Director, and City Secretary as a quarterly written report 60 days following the end of the Quarter (using the City's fiscal calendar) for presentation to and approval by the City Council. At a minimum, the report shall include:
  - Itemized expense register which shows:
    - Clear traceability to the approved CVB budget funding categories and subcategories;
    - Shared cost line items shall be flagged and indicate the percentage allocated to CVB;
    - Additional supporting documentation as requested by the City;
    - Copy of the HOT Fund transactions/expenditures for the quarter;
    - Hotel rooms nights recorded during the Quarter for events funded by HOT Funds and other events recorded by hoteliers;

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- Foot and phone traffic at the CVB Visitors Center (# phone inquiries/# visitors); and
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- EDC/CVB Executive Director or designee shall ensure that the CVB Tourism Manager or designee make a formal presentation of the Quarterly report at a Council meeting as follows:
  - Quarter 1 report for October, November, December: Present in March.
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  - Quarter 4 report for July, August, September: Present in December.
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EDC/CVB Executive Director must disclose in writing to the City Council via City Manager when a conflict of interest or potential conflict-of-interest may exist for proposed or actual HOT Funds expenditures. Examples include awarding a printing job to a councilmember's brother.

7. Term:

The term of this Agreement shall be for one year commencing October 7, 2025; provided, however, this Agreement shall be automatically renewed for successive one-year terms unless written notice of non-renewal is given by either party to the other at least 30 days prior to the expiration of the initial or any renewal term hereof. Provided further, either party may terminate this Agreement by giving 30 days advance notice thereof to the other. In the event of early termination, the SEDC will pay the City the consideration provided for in paragraph 5 above on a prorated basis through the date of termination<sup>2</sup>.

8. Right to Hire Third Parties:

The SEDC specifically reserves the right to hire third parties to perform any or all of the services described herein<sup>1</sup>, with the exception of CVB operation as defined in Section 6 of this agreement.

9. Notice:

All notices shall be in writing. If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States mail, first-class, postage prepaid. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses<sup>1</sup>:

City of Sealy  
Attention: City Manager  
P. O. Box 517  
Sealy, Texas 77474

Sealy Economic Development Corporation  
Attention: EDC/CVB Executive Director  
330 Main Street  
Sealy, Texas 77474

<sup>1</sup> Administrative Services Agreement, August 12, 2014.

<sup>2</sup> Amendment No. 1 to Administrative Services Agreement, 5(a), June 23, 2020.

<sup>3</sup> 2025 Amendment to Administrative Services Agreement, March 24, 2025.

Either party may designate a different address by giving the other party at least 10 days written notice in the manner prescribed above<sup>1</sup>.

10. Parties in Interest:

This Agreement shall be for the sole and exclusive benefit of the City and the SEDC and shall not be construed to confer any benefit or right upon any other parties<sup>1</sup>.

10. Amendment:

This Agreement may be amended or modified by the mutual agreement of the parties hereto as provided in paragraph 5 above, otherwise, any and all amendments or modifications must be in writing and incorporated into this Agreement<sup>1</sup>.

11. Severability:

In the event any clause, phrase, provision, sentence, or part of this Agreement shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Agreement as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional<sup>1</sup>.

12. Entire Agreement:

This Agreement contains the entire agreement between the parties and supersedes all other negotiations and agreements with respect to the matters addressed herein, whether written or oral<sup>1</sup>.

<sup>1</sup> Administrative Services Agreement, August 12, 2014.

<sup>2</sup> Amendment No. 1 to Administrative Services Agreement, 5(a), June 23, 2020.

<sup>3</sup> 2025 Amendment to Administrative Services Agreement, March 24, 2025.

**IN WITNESS WHEREOF**, this Amended and Restated Administrative Services Agreement is approved by the SEDC on the 23<sup>rd</sup> day of September, 2025.

**SEALY ECONOMIC DEVELOPMENT CORPORATION**

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Sterling Schiller, President

ATTEST:

---

Katherine Ellis, EDC/CVB Deputy Executive Director/Secretary

<sup>1</sup> Administrative Services Agreement, August 12, 2014.

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<sup>3</sup> 2025 Amendment to Administrative Services Agreement, March 24, 2025.

**IN WITNESS WHEREOF**, this Amended and Restated Administrative Services Agreement is approved by the City on the 7th day of October, 2025.

**CITY OF SEALY, TEXAS**

\_\_\_\_\_  
Carolyn Bilski, Mayor

ATTEST:

\_\_\_\_\_  
Sandra Vrabec, City Secretary

<sup>1</sup> Administrative Services Agreement, August 12, 2014.  
<sup>2</sup> Amendment No. 1 to Administrative Services Agreement, 5(a), June 23, 2020.  
<sup>3</sup> 2025 Amendment to Administrative Services Agreement, March 24, 2025.

**RED-LINE COPY**

# Job Description



## CVB Tourism Manager

Department: Economic Development Corporation (EDC)  
\$33.60

Hourly Rate Range: \$24.00-

Reports To: EDC / CVB Executive Director

FLSA: Exempt

### Job Summary:

- The Sealy, Texas, CVB Tourism Manager is responsible for collaborating with committees and partners to develop, organize, and implement the promotion of tourism programs that increase hotel and leisure sales and tax revenues.
- The Manager will work closely with hospitality, and other partners to implement and support tourism-related city-wide activities.
- The role is responsible for some travel, continuing education, management of the city's visitor center(s), and providing quarterly performance reporting of activities.
- This position is under the direction of the Sealy Economic Development Director/EDC/CVB Executive Director.
- This position falls under CVB operation and is funded by HOT Funds and is not subject to SEDC Board authority per the Amended and Restated Administrative Services Agreement.

### Essential Duties and Responsibilities:

*Essential functions, as defined under the Americans with Disabilities Act, may include any of the following representative duties, knowledge, and skills. Essential functions require presence in the workplace on a regular basis. In order to accomplish this, regular attendance MUST be maintained. This is not a comprehensive listing of all functions, and duties of this position; employees may be assigned duties and are expected to perform other related duties, as assigned, which are not listed below; The omission of an essential function does not preclude management from assigning specific duties not listed herein if such functions are a logical assignment to the position. Reasonable accommodations will be made as required. The job description does not constitute an employment agreement and is subject to change at any time by the employer. Essential duties and responsibilities may include, but are not limited to, the following:*

1. Works independently with little supervision
2. Through coordination with the EDC/CVB Executive Director, works closely with the Sealy EDC City Council via the City Manager and other partners to implement the Sealy CVB Strategic Plan which must be approved by City Council.
3. Contribute to annual planning to continue adjustments and additions to the Strategic Plan.
4. Maintains the calendar for project progression to implement the CVB Strategic Plan and activities.
5. Responsible for the research, planning, execution, and management of tourism-related city-wide special events and activities.
6. Coordinates tourism-related event roles with various internal teams (the City, EDC, Stakeholders, patrons, vendors)
7. Maintains communications with government, hospitality & retail stakeholders, media, the public, and organizations to build alliances that develop support for events/programs.
8. Communicate and follow appropriate safety and security precautions, processes, and policies to safeguard city assets, including: human, environmental, and financial.
9. Greets visitors with a friendly, customer-first attitude. Provides welcome bags and specialized packaging for tourism guests as needed, and responds to visitor information requests promptly.
10. Has a detailed knowledge of schedules of activities, lodging, and attractions in the city.
11. Manage the operation of the official Visitor Center(s) for the City of Sealy by modernizing the center and maintaining promotional items, printed material, supplies, and visitor hype.
12. Manage administrative aspects of the CVB Program including office and meeting room supplies, equipment, hospitality supplies, record keeping, and facilities.

## Job Description Continued



### CVB Tourism Manager

Department: Economic Development Corporation (EDC)  
\$33.60

Hourly Rate Range: \$24.00-

Reports To: EDC / CVB Executive Director

FLSA: Exempt

13. Plans, implements, evaluates, and monitors programs, policies, and methods to ensure efficiency and effectiveness of assigned departmental operations; identifies opportunities for improvement; directs the implementation of changes.
14. Ensure that the budgeted expenditure of Hotel Occupancy Tax (HOT) funds complies with state laws and the City's HOT Funds policy, while also respecting the obligations of public funds.
15. Assist with the development and administration of the CVB Budget. Make budget forecasts and recommendations to the Sealy EDC EDC/CVB Executive Director and City Manager. Monitor expenses and ensure all expenditures are within the allocated budget. The role is pivotal in maximizing the City's Hotel Occupancy Tax (HOT) revenue.
16. Operate a multi-line phone system.
17. Stay abreast of and comply with all City and departmental policies and procedures.
18. Update the content, as needed, on the Discover Sealy Website blogs, newsletters, magazines, and social media platforms to drive visitor numbers and enhance the city's tourism profile related to events, marketing, programs, seasonal content, and information.
19. Define and enhance Sealy's identity by collaborating with partners and using research initiatives to promote historic downtown, and increase public knowledge of Sealy.
20. Plan and organize marketing programs to develop and produce targeting for product development including hotels, restaurants, entertainment, eligible sports tournaments, festivals, film support, and promotional materials for Sealy Visitors.
21. Develop and oversee the execution of a sales and marketing plan focused on all aspects of selling and marketing Sealy as a destination for small meetings, retreats, and social gatherings.
22. Act as a lead and liaison with local organizations, influencers, businesses, and volunteers to build effective relationships supporting tourism initiatives and marketing.
23. Complete a short, basic HOT Funds awareness training once a year to ensure awareness of HOT funds having a limited purpose.
24. Create reports on overall media performance reporting on Hotel Occupancy Tax Funding and Expenditures.
25. Track, prepare, and maintain post-event content for tourism-related city-wide special events, analyzing performance and recommending future improvements. Reporting may include the number of hotel stays for events, their attendance, revenue, and cost.
26. Ensure that all grants, sales, and marketing funds are spent to maximize the increase in hotel occupancy and tax dollars collected.
27. Utilize CRM to create and prepare Visitor Center reports on quarterly activities, including the number of visitors, phone calls, inquiry responses, and other information. Implement organizational systems and CRM updates for inquiries, attractions, lodging, dining, and events.
28. Maintain a database of all media, influencers, travel writers, and other outlets relevant to Sealy.
29. Provide and interpret data for tourism: patterns, insights, and opportunities, with a focus on understanding customer behavior, market trends, and competition.
30. Maintain inventory controls for all related equipment and supplies under the Sealy CVB.
31. Communicate CVB work-related activities to supervisor. Create documents, reports, etc. as needed.
32. Responsible for representing the City by actively engaging in associations and attending appropriate trade show functions to network and promote.
33. Responsible for reconciling travel expenses.
34. Flexible to work evenings, weekends, and holidays as needed to support events and programs.

## Job Description Continued



### CVB Tourism Manager

Department: Economic Development Corporation (EDC)  
\$33.60

Hourly Rate Range: \$24.00-

Reports To: EDC / CVB Executive Director

FLSA: Exempt

35. Attains and maintains certifications in tourism.

36. Provide essential services during emergencies, including tasks outside the usual scope.

### Physical Demands and Working Environment

*(The physical demands and environmental conditions described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions)*

- Work is performed in an office environment. While performing duties of this job, the employee must be able to remain in a stationary position 50% of the time. The employee is occasionally required to stand, reach; climb or balance; stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 20-50 pounds. This position requires constant operation and use of computer, phone, and other office equipment. Occasional exposure to variable weather conditions and machinery with moving parts is involved when shooting videos around City facilities. This position requires regular and reliable physical attendance at the assigned work location to perform the essential functions of the job. This position may also require physical attendance at public meetings, such as City Council meetings, board meetings, community events, or other functions, as directed by the Department Head and/or City Manager. All employees are expected to maintain a professional presence and remain responsive and accessible during assigned working hours, as well as during on-call designation times

### Minimum Qualifications

#### Education, Training, and Experience Guidelines:

- Bachelor's Degree in Communications, Hospitality, Tourism, Marketing, or a related field.
- An advanced degree or additional relevant experience may be considered instead of specific educational requirements.
- Experienced in working with the public
- Or any equivalent combination of education and/or experience
- Successful work history demonstrating increased responsibility and accomplishments in the area of tourism
- Conflict resolution

#### Knowledge/Skills/Abilities:

- Superior written and verbal communication
- Knowledge of City ordinances, policies, and procedures regarding tourism and events
- Use of Graphic Design Software
- Social Media Platforms
- Event Production and Management
- Social and Digital Media Trends
- Customer Service Principles
- Principals of administration, documentation, and records management
- Use of Modern Office Equipment

## Job Description Continued



### CVB Tourism Manager

Department: Economic Development Corporation (EDC)  
\$33.60

Hourly Rate Range: \$24.00-

Reports To: EDC / CVB Executive Director

FLSA: Exempt

- Proper structure, content, and use of the English language, including rules of composition, and grammar
- Proficient in Microsoft Office and content management systems, with exceptional communication and organizational abilities.
- Able to use and understand the telephone system, postage system, and office equipment
- Excellent Customer Service and communication skills
- Detail Oriented
- Excellent oral and storytelling skills
- High levels of accuracy, timeliness, and dependability.
- Professional appearance and demeanor may be required to wear a uniform and/or name tag

#### License, Certifications, and Other Requirements:

- Valid Texas Class "C" Texas Driver's License: Required to travel to meetings and events.
- Must have the ability to pass a pre-employment drug screen, physical examination, criminal background, and MVR check

**This job description is not an employment agreement, contract agreement or contract. Management has the exclusive right to alter this job description at any time without notice.**

**I have read and understand and agree that this job description applies to my current position and that I am responsible for meeting the requirements outlined in this job description.**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

This description is intended to indicate the kinds of tasks and levels of work difficulty required of the position given this title and shall not be construed as declaring what the specific duties and responsibilities of any particular position shall be. It is not intended to limit or in any way modify the right of management to assign, direct and control the work of employees under supervision. The listing of duties and responsibilities shall not be held to exclude other duties not mentioned that are of similar kind or level of difficulty.

## Job Description

### SEDC / CVB Deputy Executive Director and/or Secretary



Department: Economic Development Corporation (EDC)  
\$39.20

Hourly Rate Range: \$28.00-

Reports To: **SEDC / CVB Executive Director**

FLSA: Exempt

#### Job Summary:

- Reporting to and under the general administrative direction of the EDC/CVB Executive Director of the Sealy Economic Development Corporation (SEDC), the Deputy Executive Director/Secretary will have responsibilities in various administrative and operational functions.
- These responsibilities include the administration of the Economic Development Corporation's agreement gatekeeping, providing oversight of general office operations, and maintaining the organization's various communication outlets. Additionally, the role involves assisting with financial reports, records and analysis, project management, and conducting research for information requests, assisting clients with EDC incentives and grant applications.
- The EDC/CVB Deputy Executive Director/Secretary will also serve as the SEDC Board Secretary, attending Board and Council meetings and performing related duties and tasks as requested by the EDC/CVB Executive Director.
- The EDC/CVB Deputy Executive Director and/or Secretary supports the EDC/CVB Executive Director and plays a key role in the Convention and Visitors Bureau (CVB) operations.
- Responsibilities include CVB agreement administration, office operations, communications, project management, and client assistance.
- The EDC/CVB Deputy Director also assists with CVB strategic oversight and daily operations, ensuring compliance with relevant policies and laws to promote tourism and economic development. The CVB operation is funded by HOT Funds and is not subject to SEDC Board authority per the Amended and Restated Administrative Services Agreement.

#### Essential Duties and Responsibilities:

*Essential functions, as defined under the Americans with Disabilities Act, may include any of the following representative duties, knowledge, and skills. Essential functions require presence in the workplace on a regular basis. In order to accomplish this, regular attendance MUST be maintained. This is not a comprehensive listing of all functions, and duties of this position; employees may be assigned duties and are expected to perform other related duties, as assigned, which are not listed below; The omission of an essential function does not preclude management from assigning specific duties not listed herein if such functions are a logical assignment to the position. Reasonable accommodations will be made as required. The job description does not constitute an employment agreement and is subject to change at any time by the employer. Essential duties and responsibilities may include, but are not limited to, the following:*

1. Assist with 380 agreements and EDC performance agreements.
2. Administer the terms and conditions required of agreements. (i.e. direct pay program with Finance).
3. Manage and Review Hotel Occupancy Funds policies and procedures.
4. Assist in the management of all economic development and tourism services and activities through the organization's CRM.
5. Assist in the development, implementation, and updating records of the strategic plan for economic development and tourism growth.
6. Assist in the development and implementation of economic goals and policies for consideration with regard to the EDC and CVB.
7. Provide backup for the CVB Tourism Manager on daily activities and office operations.
8. Conduct research for prospect information requests related to tourism.
9. Verify applicants for EDC incentives and grant programs.
10. On-going study and research for potential program and project funding sources

## Job Description Continued

### SEDC / CVB Deputy Executive Director and/or Secretary



Department: Economic Development Corporation (EDC)  
\$39.20

Hourly Rate Range: \$28.00-

Reports To: SEDC / CVB Executive Director

FLSA: Exempt

11. Market the community to potential businesses and gather feedback.
12. Create marketing initiatives and represent the CVB at various events.
13. Ensure the CVB effectively markets the region to potential visitors, contributing to the overall economic health of the community.
14. Foster strong relationships with community stakeholders, tourism partners, and local businesses to enhance the visibility and impact of the CVB.
15. Complete a short, basic HOT Funds awareness training once every year to ensure awareness of HOT funds having a limited purpose
16. Maintain project progression calendars.
17. Create and manage prospect packages.
18. Coordinate the EDC/CVB Executive Director's schedule.
19. Attend meetings on behalf of the EDC/CVB Executive Director.
20. Prepare agendas and minutes for SEDC Board and City Council meetings.
21. Coordinate and schedule SEDC events.
22. Attend conferences and training for professional growth.
23. Cultivate relationships with existing businesses and business networking activities
24. Manage EDC communications and media postings.
25. Ensure information is updated and relevant on the EDC website
26. Assist and provide pertinent content for newsletters and multimedia communications for the EDC and CVB.
27. Oversee general office operations and provide administrative support to EDC offices.
28. Create documents and spreadsheets.
29. Assist with the annual budget preparation. Monitor departmental budgets and invoice coding.
30. Maintain confidentiality of work-related issues.
31. Work independently with minimal supervision.
32. Perform research related to grants and various other funding opportunities.
33. Accept and review grant applications.
34. Assist grantees with program questions.
35. Work with various grant programs.
36. Perform other assigned duties.
37. Be available on a flexible schedule for meetings and to assist with tourists' events and activities.
38. Provide essential services during emergencies, including tasks outside the usual scope.

### Physical Demands and Working Environment

*(The physical demands and environmental conditions described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions)*

- Work is performed in an office environment. While performing duties of this job, the employee must be able to remain in a stationary position 50% of the time. The employee is occasionally required to stand, reach; climb or balance; stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 20 pounds. Work is occasionally performed outdoors and exposes employee to potential hazards such as extreme weather conditions, dust, noise, and exhaust fumes. This position requires constant operation and use of computer, phone,

## Job Description Continued

### SEDC / CVB Deputy Executive Director and/or Secretary



Department: Economic Development Corporation (EDC)  
\$39.20

Hourly Rate Range: \$28.00-

Reports To: SEDC / CVB Executive Director

FLSA: Exempt

and other office equipment. May be subject to repetitive motion, such as typing, data entry, and vision to monitor. This position requires regular and reliable physical attendance at the assigned work location to perform the essential functions of the job. This position may also require physical attendance at public meetings, such as City Council meetings, board meetings, community events, or other functions, as directed by the Department Head and/or City Manager. All employees are expected to maintain a professional presence and remain responsive and accessible during assigned working hours, as well as during on-call designation times

### Minimum Qualifications

#### Education, Training, and Experience Guidelines:

- High School diploma or GED equivalent
- Three (3) years of experience in economic development, public administration, or a related field, preferably within a Type B Economic Development Corporation or similar organization.
- Certification as a Certified Economic Developer (CEcD) is preferred but not required.
- Experienced in working with the public
- Or any equivalent combination of education and/or experience

#### Knowledge/Skills/Abilities:

- Knowledge of the principles, practices, and procedures of economic development, including business retention, expansion, and attraction
- Understanding of financial principles related to budgeting, accounting, and grant management.
- Proficiency in conducting research, analyzing data, and presenting findings.
- Skills in managing multiple projects, setting priorities, and meeting deadlines.
- Excellent verbal and written communication skills, with the ability to interact effectively with a variety of stakeholders including city officials, business leaders, and the public.
- Proficiency in using office software (e.g., Microsoft Office Suite) and familiarity with economic development software/tools.
- Understanding of relevant federal, state, and local laws and regulations related to economic development.
- Ability to interpret and understand the city policies and procedures
- Knowledge of City ordinances, policies, and procedures
- Knowledge of EDC laws, policies, and by-laws
- Superior written and verbal communication
- Excellent customer service skills
- Ability to work on multiple projects and perform multiple tasks under pressure
- Self-motivated to remain on task and meet deadlines
- Ability to perform all the physical requirements of the position with or without an accommodation
- Ability to lead, manage, and motivate staff and volunteers effectively.
- Independent Work: Capable of working independently with minimal supervision.
- Maintain confidentiality of sensitive information.
- Strong problem-solving and critical-thinking skills.
- Ability to build and maintain positive relationships with internal and external stakeholders.

## Job Description Continued



### SEDC / CVB Deputy Executive Director **and/or** Secretary

Department: Economic Development Corporation (EDC)  
\$39.20

Hourly Rate Range: \$28.00-

Reports To: SEDC / CVB Executive Director

FLSA: Exempt

- Flexibility to adapt to changing priorities and work environments.
- High level of accuracy and attention to detail in work.

#### License, Certifications, and Other Requirements:

- Valid Texas Class "C" Texas Driver's License: Required to travel to meetings and events.
- Certified Economic Developer (CED): Preferred but not required.
- Grant Writing Certification: Preferred but not required.
- Must have the ability to pass a pre-employment drug screen, physical examination, criminal background, and MVR check

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**I have read and understand and agree that this job description applies to my current position and that I am responsible for meeting the requirements outlined in this job description.**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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# Job Description



## EDC / CVB Executive Director

Department: Economic Development Corporation (SEDC)  
Reports To: SEDC Board/City Manager

Hourly Rate Range: \$36.69-\$51.36  
FLSA: Exempt

### Job Summary:

- The Executive Director of the Sealy Economic Development Corporation (EDC) is responsible for managing all economic development activities within the city, its Extra Territorial Jurisdiction (ETJ), and surrounding areas.
- This role involves the development and implementation of economic goals, policies, and priorities.
- The Director is tasked with enhancing economic growth and diversification by supporting existing companies and attracting new businesses.
- The Executive Director also provides executive oversight for ensuring the Convention and Visitors Bureau (CVB), strategy and objectives adopted by the City of Sealy are in alignment with the economic and tourism objectives, as well as all city policies and state laws. The CVB operation is funded by HOT Funds and is not subject to SEDC Board authority per the Amended and Restated Administrative Services Agreement.

### Essential Duties and Responsibilities:

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1. Oversee and manage all economic development services and activities.
2. Develop and implement economic goals and policies.
3. Develop, implement, and update the strategic plan for economic development.
4. Provide strategic direction and leadership for the Convention and Visitors Bureau (CVB), in alignment with the city's economic and tourism goals.
5. Collaborate with city officials, City Manager, the CVB Tourism Manager, and the Deputy Executive Director to establish funding priorities and strategic objectives for the CVB.
6. Facilitate business growth and diversification.
7. Support existing businesses and encourage local investment.
8. Support the Hotel/Motel industry to drive increased stays and generate Hotel Occupancy Tax
9. Secure funding from various sources including grants and low-interest loans.
10. Administer the EDC budget and approve expenditures.
11. Manage reports and maintain communication with stakeholders.
12. Utilize long-range planning techniques, principles, and practices of budget preparation and administration, financial reporting, and management systems and reporting
13. Oversee the financial and budgetary management of the Economic Development Corporation and CVB, ensuring accountability and transparency in the use of funds allocated by the City of Sealy.
14. Market the community to potential businesses and gather feedback.
15. Create marketing initiatives and represent the EDC at various events.
16. Market to site location consultants and industry officials.
17. Develop and facilitate programs that retain and attract sales tax-generating businesses.

## Job Description Continued



### EDC / CVB Executive Director

Department: Economic Development Corporation (SEDC)  
Reports To: SEDC Board/City Manager

Hourly Rate Range: \$36.69-\$51.36  
FLSA: Exempt

18. Ensure the CVB effectively markets the region to potential visitors, contributing to the overall economic health of the community.
19. Open and regular coordination and communications with the City Manager regarding EDC and CVB activities and strategic planning.
20. Coordinate with city staff, elected officials, and outside agencies.
21. Develop workforce programs in collaboration with local and state entities.
22. Represent the EDC to the City Council and various organizations.
23. Provide a minimum of quarterly updates regarding the activities and metrics of the CVB activities, and achievements toward identified goals per the terms of the Administrative Services Agreement.
24. Manage EDC and CVB-owned properties.
25. Address and resolve citizen inquiries and complaints.
26. Availability to speak and work with interested individuals, groups, parties, and tourists in creating Sealy as a business and tourism destination.
27. Maintain both the EDC, CVB websites, and community profiles according to modern industry standards.
28. Stay abreast and utilize technology for greater efficiency and communication.
29. Complete a short, basic HOT Funds awareness training once every year to ensure that they are aware of HOT funds having a limited purpose.
30. Provide essential services during emergencies, including tasks outside the usual scope.

### Physical Demands and Working Environment

*(The physical demands and environmental conditions described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions)*

- Work is performed in an office environment. While performing duties of this job, the employee must be able to remain in a stationary position 50% of the time. The employee is occasionally required to stand, reach; climb or balance; stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 20 pounds. Work is occasionally performed outdoors and exposes employee to potential hazards such as extreme weather conditions, dust, noise, and exhaust fumes. This position requires constant operation and use of computer, phone, and other office equipment. May be subject to repetitive motion, such as typing, data entry, and vision to monitor. This position requires regular and reliable physical attendance at the assigned work location to perform the essential functions of the job. This position may also require physical attendance at public meetings, such as City Council meetings, board meetings, community events, or other functions, as directed by the Department Head and/or City Manager. All employees are expected to maintain a professional presence and remain responsive and accessible during assigned working hours, as well as during on-call designation times

### Minimum Qualifications

#### Education, Training, and Experience Guidelines:

- Bachelor's degree in Business Administration, Economics, Political Science, or Public Administration-Marketing or related field preferred

## Job Description Continued



### EDC / CVB Executive Director

Department: Economic Development Corporation (SEDC)  
Reports To: SEDC Board/City Manager

Hourly Rate Range: \$36.69-\$51.36  
FLSA: Exempt

- Five (5) years of current and progressive experience in economic development- focus on the attraction of property and sales tax generating businesses preferred
- Additional experience in municipal government operations preferred
- Or any equivalent combination of education and/or experience

#### Knowledge/Skills/Abilities:

- Ability to interpret and understand the city policies and procedures
- Knowledge of and ability to use market research methodologies and public relations principles and practices
- Knowledge of common business, governmental, and real estate terminology and practices.
- Knowledge of long-range planning techniques, principles, and practices of budget preparation and administration, financial reporting, and management systems and reporting
- Knowledge of pertinent Federal, State, and Local laws, relating to economic development, tax abatement, CVB, and HOT Funds specifically.
- Ability to work in Windows and current releases using Word, Excel, and PowerPoint
- Possess strong analytical, organizational, and negotiating skills
- Inclined to accuracy, efficiency, professionalism, and courtesy toward the public and other city employees
- Ability to communicate effectively and persuasively both orally and in writing
- Ability to perform all the physical requirements of the position with or without an accommodation
- Expertise in municipal economic development.
- Proficiency in program development and administration.
- Skills in statistical data collection and analysis.
- Knowledge of negotiation practices and budget management.
- Understanding of financial reporting and management systems.

#### License, Certifications, and Other Requirements:

- Certified Economic Developer (CECD) or Professional Community and Economic Developer (PCED) certification preferred
- Valid Texas Class "C" Driver's License and must meet the City's driving standards
- Must have the ability to pass a pre-employment drug screen, physical examination, criminal background, and MVR check.

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**I have read and understand and agree that this job description applies to my current position and that I am responsible for meeting the requirements outlined in this job description.**

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

\_\_\_\_\_  
Signature

## Job Description Continued



### EDC / CVB Executive Director

Department: Economic Development Corporation (SEDC)  
Reports To: SEDC Board/City Manager

Hourly Rate Range: \$36.69-\$51.36  
FLSA: Exempt

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Date

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**CLEAN COPY**

## Job Description



### CVB Tourism Manager

Department: Economic Development Corporation (EDC)  
Reports To: EDC / CVB Executive Director

Hourly Rate Range: \$24.00-\$33.60  
FLSA: Exempt

#### Job Summary:

- The Sealy, Texas, CVB Tourism Manager is responsible for collaborating with committees and partners to develop, organize, and implement the promotion of tourism programs that increase hotel and leisure sales and tax revenues.
- The Manager will work closely with hospitality, and other partners to implement and support tourism-related city-wide activities.
- The role is responsible for some travel, continuing education, management of the city's visitor center(s), and providing quarterly performance reporting of activities.
- This position is under the direction of the EDC/CVB Executive Director.
- This position falls under CVB operation and is funded by HOT Funds and is not subject to SEDC Board authority per the Amended and Restated Administrative Services Agreement.

#### Essential Duties and Responsibilities:

*Essential functions, as defined under the Americans with Disabilities Act, may include any of the following representative duties, knowledge, and skills. Essential functions require presence in the workplace on a regular basis. In order to accomplish this, regular attendance MUST be maintained. This is not a comprehensive listing of all functions, and duties of this position; employees may be assigned duties and are expected to perform other related duties, as assigned, which are not listed below; The omission of an essential function does not preclude management from assigning specific duties not listed herein if such functions are a logical assignment to the position. Reasonable accommodations will be made as required. The job description does not constitute an employment agreement and is subject to change at any time by the employer. Essential duties and responsibilities may include, but are not limited to, the following:*

1. Works independently with little supervision
2. Through coordination with the EDC/CVB Executive Director, works closely with the City Council via the City Manager and other partners to implement the Sealy CVB Strategic Plan which must be approved by City Council.
3. Contribute to annual planning to continue adjustments and additions to the Strategic Plan.
4. Maintains the calendar for project progression to implement the CVB Strategic Plan and activities.
5. Responsible for the research, planning, execution, and management of tourism-related city-wide special events and activities.
6. Coordinates tourism-related event roles with various internal teams (the City, EDC, Stakeholders, patrons, vendors)
7. Maintains communications with government, hospitality & retail stakeholders, media, the public, and organizations to build alliances that develop support for events/programs.
8. Communicate and follow appropriate safety and security precautions, processes, and policies to safeguard city assets, including: human, environmental, and financial.
9. Greets visitors with a friendly, customer-first attitude. Provides welcome bags and specialized packaging for tourism guests as needed, and responds to visitor information requests promptly.
10. Has a detailed knowledge of schedules of activities, lodging, and attractions in the city.
11. Manage the operation of the official Visitor Center(s) for the City of Sealy by modernizing the center and maintaining promotional items, printed material, supplies, and visitor hype.
12. Manage administrative aspects of the CVB Program including office and meeting room supplies, equipment, hospitality supplies, record keeping, and facilities.

## Job Description Continued



### CVB Tourism Manager

Department: Economic Development Corporation (EDC)  
Reports To: EDC / CVB Executive Director

Hourly Rate Range: \$24.00-\$33.60  
FLSA: Exempt

13. Plans, implements, evaluates, and monitors programs, policies, and methods to ensure efficiency and effectiveness of assigned departmental operations; identifies opportunities for improvement; directs the implementation of changes.
14. Ensure that the budgeted expenditure of Hotel Occupancy Tax (HOT) funds complies with state laws and the City's HOT Funds policy, while also respecting the obligations of public funds.
15. Assist with the development and administration of the CVB Budget. Make budget forecasts and recommendations to the EDC/CVB Executive Director and City Manager. Monitor expenses and ensure all expenditures are within the allocated budget. The role is pivotal in maximizing the City's Hotel Occupancy Tax (HOT) revenue.
16. Operate a multi-line phone system.
17. Stay abreast of and comply with all City and departmental policies and procedures.
18. Update the content, as needed, on the Discover Sealy Website blogs, newsletters, magazines, and social media platforms to drive visitor numbers and enhance the city's tourism profile related to events, marketing, programs, seasonal content, and information.
19. Define and enhance Sealy's identity by collaborating with partners and using research initiatives to promote historic downtown, and increase public knowledge of Sealy.
20. Plan and organize marketing programs to develop and produce targeting for product development including hotels, restaurants, entertainment, eligible sports tournaments, festivals, film support, and promotional materials for Sealy Visitors.
21. Develop and oversee the execution of a sales and marketing plan focused on all aspects of selling and marketing Sealy as a destination for small meetings, retreats, and social gatherings.
22. Act as a lead and liaison with local organizations, influencers, businesses, and volunteers to build effective relationships supporting tourism initiatives and marketing.
23. Complete a short, basic HOT Funds awareness training once a year to ensure awareness of HOT funds having a limited purpose.
24. Create reports on overall media performance reporting on Hotel Occupancy Tax Funding and Expenditures.
25. Track, prepare, and maintain post-event content for tourism-related city-wide special events, analyzing performance and recommending future improvements. Reporting may include the number of hotel stays for events, their attendance, revenue, and cost.
26. Ensure that all grants, sales, and marketing funds are spent to maximize the increase in hotel occupancy and tax dollars collected.
27. Utilize CRM to create and prepare Visitor Center reports on quarterly activities, including the number of visitors, phone calls, inquiry responses, and other information. Implement organizational systems and CRM updates for inquiries, attractions, lodging, dining, and events.
28. Maintain a database of all media, influencers, travel writers, and other outlets relevant to Sealy.
29. Provide and interpret data for tourism: patterns, insights, and opportunities, with a focus on understanding customer behavior, market trends, and competition.
30. Maintain inventory controls for all related equipment and supplies under the Sealy CVB.
31. Communicate CVB work-related activities to supervisor. Create documents, reports, etc. as needed.
32. Responsible for representing the City by actively engaging in associations and attending appropriate trade show functions to network and promote.
33. Responsible for reconciling travel expenses.
34. Flexible to work evenings, weekends, and holidays as needed to support events and programs.

## Job Description Continued



### CVB Tourism Manager

Department: Economic Development Corporation (EDC)  
Reports To: EDC / CVB Executive Director

Hourly Rate Range: \$24.00-\$33.60  
FLSA: Exempt

35. Attains and maintains certifications in tourism.
36. Provide essential services during emergencies, including tasks outside the usual scope.

#### Physical Demands and Working Environment

*(The physical demands and environmental conditions described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions)*

- Work is performed in an office environment. While performing duties of this job, the employee must be able to remain in a stationary position 50% of the time. The employee is occasionally required to stand, reach; climb or balance; stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 20-50 pounds. This position requires constant operation and use of computer, phone, and other office equipment. Occasional exposure to variable weather conditions and machinery with moving parts is involved when shooting videos around City facilities. This position requires regular and reliable physical attendance at the assigned work location to perform the essential functions of the job. This position may also require physical attendance at public meetings, such as City Council meetings, board meetings, community events, or other functions, as directed by the Department Head and/or City Manager. All employees are expected to maintain a professional presence and remain responsive and accessible during assigned working hours, as well as during on-call designation times

#### Minimum Qualifications

##### Education, Training, and Experience Guidelines:

- Bachelor's Degree in Communications, Hospitality, Tourism, Marketing, or a related field.
- An advanced degree or additional relevant experience may be considered instead of specific educational requirements.
- Experienced in working with the public
- Or any equivalent combination of education and/or experience
- Successful work history demonstrating increased responsibility and accomplishments in the area of tourism
- Conflict resolution

##### Knowledge/Skills/Abilities:

- Superior written and verbal communication
- Knowledge of City ordinances, policies, and procedures regarding tourism and events
- Use of Graphic Design Software
- Social Media Platforms
- Event Production and Management
- Social and Digital Media Trends
- Customer Service Principles
- Principals of administration, documentation, and records management
- Use of Modern Office Equipment

## Job Description Continued



### CVB Tourism Manager

Department: Economic Development Corporation (EDC)  
Reports To: EDC / CVB Executive Director

Hourly Rate Range: \$24.00-\$33.60  
FLSA: Exempt

- Proper structure, content, and use of the English language, including rules of composition, and grammar
- Proficient in Microsoft Office and content management systems, with exceptional communication and organizational abilities.
- Able to use and understand the telephone system, postage system, and office equipment
- Excellent Customer Service and communication skills
- Detail Oriented
- Excellent oral and storytelling skills
- High levels of accuracy, timeliness, and dependability.
- Professional appearance and demeanor may be required to wear a uniform and/or name tag

#### License, Certifications, and Other Requirements:

- Valid Texas Class "C" Texas Driver's License: Required to travel to meetings and events.
- Must have the ability to pass a pre-employment drug screen, physical examination, criminal background, and MVR check

**This job description is not an employment agreement, contract agreement or contract. Management has the exclusive right to alter this job description at any time without notice.**

**I have read and understand and agree that this job description applies to my current position and that I am responsible for meeting the requirements outlined in this job description.**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

This description is intended to indicate the kinds of tasks and levels of work difficulty required of the position given this title and shall not be construed as declaring what the specific duties and responsibilities of any particular position shall be. It is not intended to limit or in any way modify the right of management to assign, direct and control the work of employees under supervision. The listing of duties and responsibilities shall not be held to exclude other duties not mentioned that are of similar kind or level of difficulty.

## Job Description

### EDC / CVB Deputy Executive Director/Secretary



Department: Economic Development Corporation (EDC)  
Reports To: EDC / CVB Executive Director

Hourly Rate Range: \$28.00-\$39.20  
FLSA: Exempt

#### Job Summary:

- Reporting to and under the general administrative direction of the EDC/CVB Executive Director of the Sealy Economic Development Corporation (SEDC), the Deputy Executive Director/Secretary will have responsibilities in various administrative and operational functions.
- These responsibilities include the administration of the Economic Development Corporation's agreement gatekeeping, providing oversight of general office operations, and maintaining the organization's various communication outlets. Additionally, the role involves assisting with financial reports, records and analysis, project management, and conducting research for information requests, assisting clients with EDC incentives and grant applications.
- The EDC/CVB Deputy Executive Director/Secretary will also serve as the SEDC Board Secretary, attending Board and Council meetings and performing related duties and tasks as requested by the EDC/CVB Executive Director.
- The EDC/CVB Deputy Executive Director and/or Secretary supports the EDC/CVB Executive Director and plays a key role in the Convention and Visitors Bureau (CVB) operations.
- Responsibilities include CVB agreement administration, office operations, communications, project management, and client assistance.
- The EDC/CVB Deputy Director also assists with CVB strategic oversight and daily operations, ensuring compliance with relevant policies and laws to promote tourism and economic development. The CVB operation is funded by HOT Funds and is not subject to SEDC Board authority per the Amended and Restated Administrative Services Agreement.

#### Essential Duties and Responsibilities:

*Essential functions, as defined under the Americans with Disabilities Act, may include any of the following representative duties, knowledge, and skills. Essential functions require presence in the workplace on a regular basis. In order to accomplish this, regular attendance MUST be maintained. This is not a comprehensive listing of all functions, and duties of this position; employees may be assigned duties and are expected to perform other related duties, as assigned, which are not listed below; The omission of an essential function does not preclude management from assigning specific duties not listed herein if such functions are a logical assignment to the position. Reasonable accommodations will be made as required. The job description does not constitute an employment agreement and is subject to change at any time by the employer. Essential duties and responsibilities may include, but are not limited to, the following:*

1. Assist with 380 agreements and EDC performance agreements.
2. Administer the terms and conditions required of agreements. (i.e. direct pay program with Finance).
3. Manage and Review Hotel Occupancy Funds policies and procedures.
4. Assist in the management of all economic development and tourism services and activities through the organization's CRM.
5. Assist in the development, implementation, and updating records of the strategic plan for economic development and tourism growth.
6. Assist in the development and implementation of economic goals and policies for consideration with regard to the EDC and CVB.
7. Provide backup for the CVB Tourism Manager on daily activities and office operations.
8. Conduct research for prospect information requests related to tourism.
9. Verify applicants for EDC incentives and grant programs.
10. On-going study and research for potential program and project funding sources

## Job Description Continued



### EDC / CVB Deputy Executive Director/Secretary

Department: Economic Development Corporation (EDC)  
Reports To: EDC / CVB Executive Director

Hourly Rate Range: \$28.00-\$39.20  
FLSA: Exempt

11. Market the community to potential businesses and gather feedback.
12. Create marketing initiatives and represent the CVB at various events.
13. Ensure the CVB effectively markets the region to potential visitors, contributing to the overall economic health of the community.
14. Foster strong relationships with community stakeholders, tourism partners, and local businesses to enhance the visibility and impact of the CVB.
15. Complete a short, basic HOT Funds awareness training once every year to ensure awareness of HOT funds having a limited purpose
16. Maintain project progression calendars.
17. Create and manage prospect packages.
18. Coordinate the EDC/CVB Executive Director's schedule.
19. Attend meetings on behalf of the EDC/CVB Executive Director.
20. Prepare agendas and minutes for SEDC Board and City Council meetings.
21. Coordinate and schedule EDC events.
22. Attend conferences and training for professional growth.
23. Cultivate relationships with existing businesses and business networking activities
24. Manage EDC communications and media postings.
25. Ensure information is updated and relevant on the EDC website
26. Assist and provide pertinent content for newsletters and multimedia communications for the EDC and CVB.
27. Oversee general office operations and provide administrative support to EDC offices.
28. Create documents and spreadsheets.
29. Assist with the annual budget preparation. Monitor departmental budgets and invoice coding.
30. Maintain confidentiality of work-related issues.
31. Work independently with minimal supervision.
32. Perform research related to grants and various other funding opportunities.
33. Accept and review grant applications.
34. Assist grantees with program questions.
35. Work with various grant programs.
36. Perform other assigned duties.
37. Be available on a flexible schedule for meetings and to assist with tourists' events and activities.
38. Provide essential services during emergencies, including tasks outside the usual scope.

### Physical Demands and Working Environment

*(The physical demands and environmental conditions described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions)*

- Work is performed in an office environment. While performing duties of this job, the employee must be able to remain in a stationary position 50% of the time. The employee is occasionally required to stand, reach; climb or balance; stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 20 pounds. Work is occasionally performed outdoors and exposes employee to potential hazards such as extreme weather conditions, dust, noise, and exhaust fumes. This position requires constant operation and use of computer, phone,

## Job Description Continued



### EDC / CVB Deputy Executive Director/Secretary

Department: Economic Development Corporation (EDC)  
Reports To: EDC / CVB Executive Director

Hourly Rate Range: \$28.00-\$39.20  
FLSA: Exempt

and other office equipment. May be subject to repetitive motion, such as typing, data entry, and vision to monitor. This position requires regular and reliable physical attendance at the assigned work location to perform the essential functions of the job. This position may also require physical attendance at public meetings, such as City Council meetings, board meetings, community events, or other functions, as directed by the Department Head and/or City Manager. All employees are expected to maintain a professional presence and remain responsive and accessible during assigned working hours, as well as during on-call designation times

#### Minimum Qualifications

##### Education, Training, and Experience Guidelines:

- High School diploma or GED equivalent
- Three (3) years of experience in economic development, public administration, or a related field, preferably within a Type B Economic Development Corporation or similar organization.
- Certification as a Certified Economic Developer (CEcD) is preferred but not required.
- Experienced in working with the public
- Or any equivalent combination of education and/or experience

##### Knowledge/Skills/Abilities:

- Knowledge of the principles, practices, and procedures of economic development, including business retention, expansion, and attraction
- Understanding of financial principles related to budgeting, accounting, and grant management.
- Proficiency in conducting research, analyzing data, and presenting findings.
- Skills in managing multiple projects, setting priorities, and meeting deadlines.
- Excellent verbal and written communication skills, with the ability to interact effectively with a variety of stakeholders including city officials, business leaders, and the public.
- Proficiency in using office software (e.g., Microsoft Office Suite) and familiarity with economic development software/tools.
- Understanding of relevant federal, state, and local laws and regulations related to economic development.
- Ability to interpret and understand the city policies and procedures
- Knowledge of City ordinances, policies, and procedures
- Knowledge of EDC laws, policies, and by-laws
- Superior written and verbal communication
- Excellent customer service skills
- Ability to work on multiple projects and perform multiple tasks under pressure
- Self-motivated to remain on task and meet deadlines
- Ability to perform all the physical requirements of the position with or without an accommodation
- Ability to lead, manage, and motivate staff and volunteers effectively.
- Independent Work: Capable of working independently with minimal supervision.
- Maintain confidentiality of sensitive information.
- Strong problem-solving and critical-thinking skills.
- Ability to build and maintain positive relationships with internal and external stakeholders.

## Job Description Continued



### EDC / CVB Deputy Executive Director/Secretary

Department: Economic Development Corporation (EDC)  
Reports To: EDC / CVB Executive Director

Hourly Rate Range: \$28.00-\$39.20  
FLSA: Exempt

- Flexibility to adapt to changing priorities and work environments.
- High level of accuracy and attention to detail in work.

#### License, Certifications, and Other Requirements:

- Valid Texas Class "C" Texas Driver's License: Required to travel to meetings and events.
- Certified Economic Developer (CEcD): Preferred but not required.
- Grant Writing Certification: Preferred but not required.
- Must have the ability to pass a pre-employment drug screen, physical examination, criminal background, and MVR check

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**I have read and understand and agree that this job description applies to my current position and that I am responsible for meeting the requirements outlined in this job description.**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

This description is intended to indicate the kinds of tasks and levels of work difficulty required of the position given this title and shall not be construed as declaring what the specific duties and responsibilities of any particular position shall be. It is not intended to limit or in any way modify the right of management to assign, direct and control the work of employees under supervision. The listing of duties and responsibilities shall not be held to exclude other duties not mentioned that are of similar kind or level of difficulty.

# Job Description



## EDC / CVB Executive Director

Department: Economic Development Corporation (EDC)  
Reports To: SEDC Board/City Manager

Hourly Rate Range: \$36.69-\$51.36  
FLSA: Exempt

### Job Summary:

- The Executive Director of the Sealy Economic Development Corporation (EDC) is responsible for managing all economic development activities within the city, its Extra Territorial Jurisdiction (ETJ), and surrounding areas.
- This role involves the development and implementation of economic goals, policies, and priorities.
- The Director is tasked with enhancing economic growth and diversification by supporting existing companies and attracting new businesses.
- The Executive Director also provides executive oversight for ensuring the Convention and Visitors Bureau (CVB), strategy and objectives adopted by the City of Sealy are in alignment with the economic and tourism objectives, as well as all city policies and state laws. The CVB operation is funded by HOT Funds and is not subject to SEDC Board authority per the Amended and Restated Administrative Services Agreement.

### Essential Duties and Responsibilities:

*Essential functions, as defined under the Americans with Disabilities Act, may include any of the following representative duties, knowledge, and skills. Essential functions require presence in the workplace on a regular basis. In order to accomplish this, regular attendance MUST be maintained. This is not a comprehensive listing of all functions, and duties of this position; employees may be assigned duties and are expected to perform other related duties, as assigned, which are not listed below; The omission of an essential function does not preclude management from assigning specific duties not listed herein if such functions are a logical assignment to the position. Reasonable accommodations will be made as required. The job description does not constitute an employment agreement and is subject to change at any time by the employer. Essential duties and responsibilities may include, but are not limited to, the following:*

1. Oversee and manage all economic development services and activities.
2. Develop and implement economic goals and policies.
3. Develop, implement, and update the strategic plan for economic development.
4. Provide strategic direction and leadership for the Convention and Visitors Bureau (CVB), in alignment with the city's economic and tourism goals.
5. Collaborate with city officials, City Manager, the CVB Tourism Manager, and the Deputy Executive Director to establish funding priorities and strategic objectives for the CVB.
6. Facilitate business growth and diversification.
7. Support existing businesses and encourage local investment.
8. Support the Hotel/Motel industry to drive increased stays and generate Hotel Occupancy Tax
9. Secure funding from various sources including grants and low-interest loans.
10. Administer the EDC budget and approve expenditures.
11. Manage reports and maintain communication with stakeholders.
12. Utilize long-range planning techniques, principles, and practices of budget preparation and administration, financial reporting, and management systems and reporting
13. Oversee the financial and budgetary management of the Economic Development Corporation and CVB, ensuring accountability and transparency in the use of funds allocated by the City of Sealy.
14. Market the community to potential businesses and gather feedback.
15. Create marketing initiatives and represent the EDC at various events.
16. Market to site location consultants and industry officials.
17. Develop and facilitate programs that retain and attract sales tax-generating businesses.

## Job Description Continued



### EDC / CVB Executive Director

Department: Economic Development Corporation (EDC)  
Reports To: SEDC Board/City Manager

Hourly Rate Range: \$36.69-\$51.36  
FLSA: Exempt

18. Ensure the CVB effectively markets the region to potential visitors, contributing to the overall economic health of the community.
19. Open and regular coordination and communications with the City Manager regarding EDC and CVB activities and strategic planning.
20. Coordinate with city staff, elected officials, and outside agencies.
21. Develop workforce programs in collaboration with local and state entities.
22. Represent the EDC to the City Council and various organizations.
23. Provide a minimum of quarterly updates regarding the activities and metrics of the CVB activities, and achievements toward identified goals per the terms of the Administrative Services Agreement.
24. Manage EDC and CVB-owned properties.
25. Address and resolve citizen inquiries and complaints.
26. Availability to speak and work with interested individuals, groups, parties, and tourists in creating Sealy as a business and tourism destination.
27. Maintain both the EDC, CVB websites, and community profiles according to modern industry standards.
28. Stay abreast and utilize technology for greater efficiency and communication.
29. Complete a short, basic HOT Funds awareness training once every year to ensure that they are aware of HOT funds having a limited purpose.
30. Provide essential services during emergencies, including tasks outside the usual scope.

#### Physical Demands and Working Environment

*(The physical demands and environmental conditions described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions)*

- Work is performed in an office environment. While performing duties of this job, the employee must be able to remain in a stationary position 50% of the time. The employee is occasionally required to stand, reach; climb or balance; stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 20 pounds. Work is occasionally performed outdoors and exposes employee to potential hazards such as extreme weather conditions, dust, noise, and exhaust fumes. This position requires constant operation and use of computer, phone, and other office equipment. May be subject to repetitive motion, such as typing, data entry, and vision to monitor. This position requires regular and reliable physical attendance at the assigned work location to perform the essential functions of the job. This position may also require physical attendance at public meetings, such as City Council meetings, board meetings, community events, or other functions, as directed by the Department Head and/or City Manager. All employees are expected to maintain a professional presence and remain responsive and accessible during assigned working hours, as well as during on-call designation times

#### Minimum Qualifications

##### Education, Training, and Experience Guidelines:

- Bachelor's degree in Business Administration, Economics, Political Science, or Public Administration-Marketing or related field preferred

## Job Description Continued



### EDC / CVB Executive Director

Department: Economic Development Corporation (EDC)  
Reports To: SEDC Board/City Manager

Hourly Rate Range: \$36.69-\$51.36  
FLSA: Exempt

- Five (5) years of current and progressive experience in economic development- focus on the attraction of property and sales tax generating businesses preferred
- Additional experience in municipal government operations preferred
- Or any equivalent combination of education and/or experience

#### Knowledge/Skills/Abilities:

- Ability to interpret and understand the city policies and procedures
- Knowledge of and ability to use market research methodologies and public relations principles and practices
- Knowledge of common business, governmental, and real estate terminology and practices.
- Knowledge of long-range planning techniques, principles, and practices of budget preparation and administration, financial reporting, and management systems and reporting
- Knowledge of pertinent Federal, State, and Local laws, relating to economic development, tax abatement, CVB, and HOT Funds specifically.
- Ability to work in Windows and current releases using Word, Excel, and PowerPoint
- Possess strong analytical, organizational, and negotiating skills
- Inclined to accuracy, efficiency, professionalism, and courtesy toward the public and other city employees
- Ability to communicate effectively and persuasively both orally and in writing
- Ability to perform all the physical requirements of the position with or without an accommodation
- Expertise in municipal economic development.
- Proficiency in program development and administration.
- Skills in statistical data collection and analysis.
- Knowledge of negotiation practices and budget management.
- Understanding of financial reporting and management systems.

#### License, Certifications, and Other Requirements:

- Certified Economic Developer (CEcD) or Professional Community and Economic Developer (PCED) certification preferred
- Valid Texas Class "C" Driver's License and must meet the City's driving standards
- Must have the ability to pass a pre-employment drug screen, physical examination, criminal background, and MVR check.

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**I have read and understand and agree that this job description applies to my current position and that I am responsible for meeting the requirements outlined in this job description.**

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

\_\_\_\_\_  
Signature

# Job Description Continued



## EDC / CVB Executive Director

Department: Economic Development Corporation (EDC)  
Reports To: SEDC Board/City Manager

Hourly Rate Range: \$36.69-\$51.36  
FLSA: Exempt

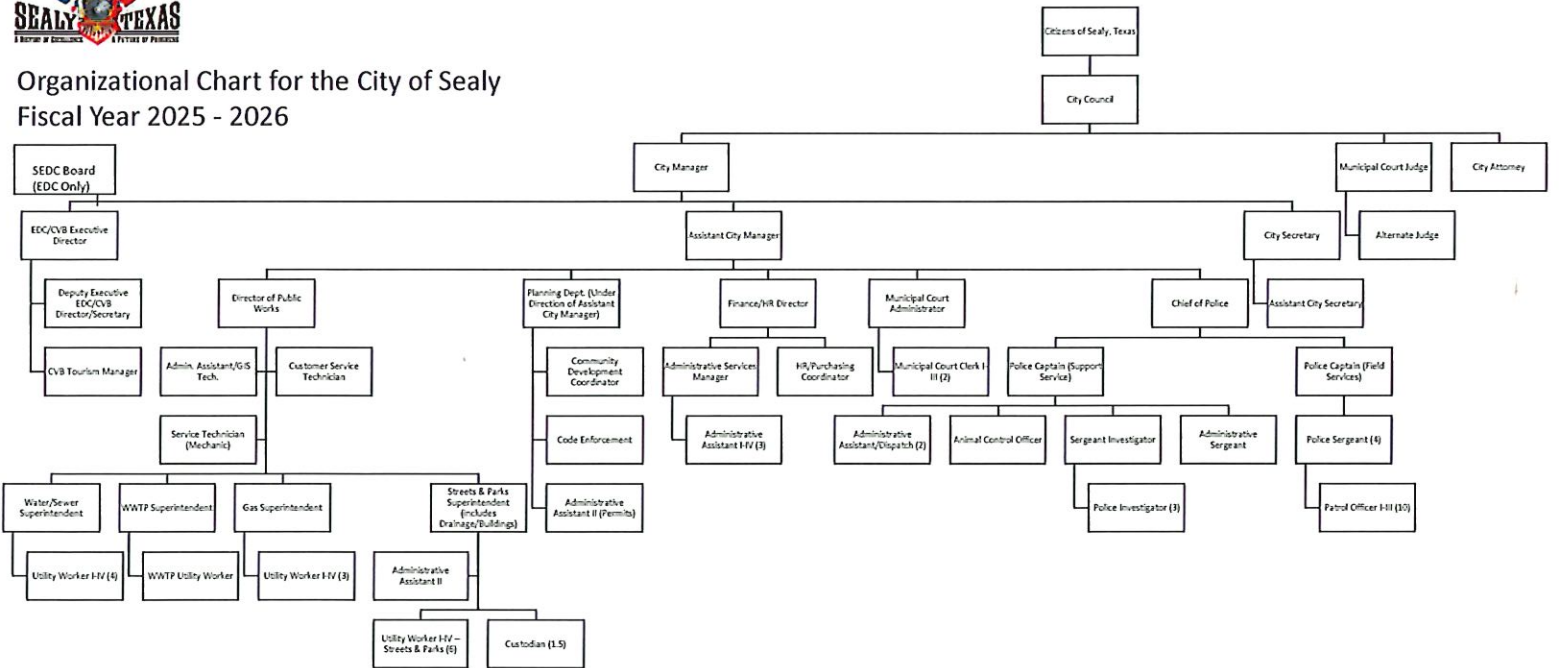
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Date

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# Organizational Chart for the City of Sealy Fiscal Year 2025 - 2026





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

SUBMITTED BY: Patrick Parsons, Public Works Director

MEETING DATE: October 7, 2025

## STAFF REPORT

### DESCRIPTION

Greater Sealy Little League - FY 2025 Annual Report

- Players and Registrants
- Revenues and Expenses
- Approved expenses still remaining
- City Payments for Lighting
- City Payments for Electricity Reimbursement
- City Payments for Tournament Cleanup

### ANALYSIS

This report from Little League was sent from the President Josh Volking to Lesley on September 22, 2025 at 12:16 PM.

### RECOMMENDATION

### FINANCIAL IMPACTS

## Sealy Little League – FY 2025 Summary Snapshot

Category	Details
Spring Registration	505 players
Fall Ball Registration	256 players
Total Participants	761 players
Revenue	\$221,984.68
Expenses	\$169,509.70
Net Income (current)	\$52,474.98
Approved Expenses (remaining 2025)	\$47,500.00
Net Income (after approved expenses)	\$4,974.98
City Payments – Lights	\$14,000.00
City Payments – Electricity Reimbursement	\$13,500.00
City Payments – Tournament Cleanup	\$2,400.00

**To:** City Officials and City Council, City of Sealy  
**From:** Josh Volking, President, Sealy Little League  
**Date:** 9/22/2025  
**Subject:** Sealy Little League Annual Report – FY 2025

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## **Overview**

Sealy Little League continues to provide opportunities for local youth to participate in organized baseball while also generating economic activity that benefits the City of Sealy. This memo summarizes our financial position, participation levels, facility improvements, and the broader community impact of our league.

---

## **Participation**

- **Spring Registration (2025):** 505 players
  - **Fall Ball Registration (2025):** 256 players
- 

## **Financial Summary (FY 2025: Oct – Sept)**

- **Revenue:** \$221,984
  - **Expenses:** \$169,509
  - **Net Income (current):** \$52,474
  - **Approved Expenses for Remainder of Year:** \$47,500
  - **Net Income After Approved Expenses:** \$4,974
- 

## **Notable Projects Completed in 2025**

- Light repairs incurred – \$22,892
  - Replaced yellow safety cap fence toppers – \$11,920
  - Turf infill & grooming, netting, L-screens, and field 4 right field dirt – \$39,000
- 

**Upcoming Approved Expenses to be completed before the end of the year**

- Replace bad lights on field 4 – \$7,500
  - Replace turf pitching mounds and home plate turf circles on 4 fields – \$24,000
  - Fall Ball uniforms – \$8,000
  - Outfield dirt work & t-ball field top dressing – \$8,000
  - **Total Approved Expenses: \$47,500**
- 

#### **Payments to City of Sealy (per operating agreement)**

- Lights – \$14,000 CYTD
  - Quarterly electricity reimbursement – \$18,000
  - Tournament cleanup fee – \$2,400 CYTD
- 

#### **Community and Economic Impact**

In addition to serving local youth, Sealy Little League hosts weekend tournaments that bring in teams from outside the area. These events generate significant economic activity as visiting families spend money in Sealy restaurants, shops, and hotels. The league is proud to play a role in both community enrichment and local business support.

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#### **Closing**

We are grateful for the continued support of the City of Sealy and City Council in helping maintain high-quality facilities for our players and families. The partnership between Sealy Little League and the City not only benefits our children but also strengthens Sealy's visibility and economy. We look forward to continuing this collaboration for years to come.

Respectfully submitted,  
Josh Volking  
President, Sealy Little League

## INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT

Austin County referred to as "COUNTY", the City of Bellville, the Town of San Felipe, the City of Sealy and the City of Wallis, collectively referred to as "CITY" and the Sealy Independent School District, referred to as "ISD," recognize that situations arise demanding the combined efforts of two or more governmental units to provide law enforcement.

Chapter 791, Texas Government Code, authorizes entry into agreements by and between local political subdivisions for the provision of governmental functions, services and administrative functions.

COUNTY, CITY and ISD desire to participate and cooperate in law enforcement projects to maximize the efficiency, the availability of funds, labor, equipment and expertise of each entity.

COUNTY, CITY and ISD, have determined that it would be in the best interest of its citizens and inhabitants, to enter into an Interlocal Agreement in order to provide better law enforcement by authorizing cooperation;

NOW, it is mutually agreed by and between COUNTY, CITY and ISD, as follows:

### ARTICLE I Scope of Services

#### 1.1 Services in General:

COUNTY, CITY and ISD agree to render mutual law enforcement services between themselves and between each CITY and ISD to make available resources for such aid, providing that it is understood that the party rendering aid may withhold resources to the extent necessary to provide reasonable protection for the citizens within its jurisdiction. Requests for aid pursuant to this Agreement shall be made by and to the respective Sheriff, Chief of Police, or their designated representatives. It is understood that each party, while rendering aid under this agreement, shall retain the same powers, duties, rights, privileges, and immunities as if it were performing its duties in the jurisdiction in which it is normally employed or rendered services. Nothing in this agreement shall be construed as creating a "joint enterprise" between the parties. If there is a conflict between the policies of different jurisdictions, then the officers are to follow the policies of the jurisdiction that employs them. Each officer that is working under this agreement shall take direction from and follow the orders of the jurisdiction that employees them. A jurisdiction that does not employ an officer shall have no authority to direct or order an officer working under this agreement.

**1.2 Standard of Services:**

It is agreed that parties to this Agreement shall make requisite assurances that all service personnel have the certification, qualifications, skill and expertise to perform the scope of services to be rendered.

**1.3 Specific Service:**

At all times, an officer working under this agreement remains an employee of his/her jurisdiction and never becomes an employee of a participating jurisdiction. The intent of this agreement is to allow all participating jurisdictions to assist each other with general law enforcement in Austin County.

**1.4** Any officer that performs a law enforcement function outside his/her employers' jurisdiction shall notify the Sheriff or Chief or designee of the other jurisdiction as soon as possible, but no more than 6 (six) hours, of his/her actions in the other jurisdiction.

**1.5** Any officer that performs a law enforcement function under this agreement is responsible for preparing reports of his/her activity.

**ARTICLE II**

**Remuneration**

**2.01 Reimbursement for Services:**

Each jurisdiction shall be responsible for all the costs and expenses incurred by its employees no matter where the employees are working.

The proportional division of assets, that are seized and forfeited, shall be made at the direction of the policies of the Austin County Criminal District Attorney.

**ARTICLE III**

**Liability**

**3.1** COUNTY agrees to indemnify and hold CITY and ISD harmless with respect to any claim, demand, or suit based upon any service by CITY or ISD arising under this Interlocal Agreement. Notwithstanding any of the above provisions, if it is determined that CITY or ISD is solely negligent with regard to any claim, demand, or suit arising out of this Interlocal Agreement, CITY or ISD will hold COUNTY harmless and indemnify COUNTY for

costs incurred.

**3.2** CITY agrees to indemnify and hold COUNTY, ISD and any other CITY harmless with respect to any claim, demand, or suit based upon any service by COUNTY, ISD or any other CITY arising under this Interlocal Agreement. Notwithstanding any of the above provisions, if it is determined that COUNTY is solely negligent with regard to any claim, demand, or suit arising out of this Interlocal Agreement, COUNTY will hold CITY and ISD harmless and indemnify CITY and ISD for costs incurred. Notwithstanding any of the above provisions, if it is determined that ISD is solely negligent with regard to any claim, demand, or suit arising out of this Interlocal Agreement, ISD will hold COUNTY and CITY harmless and indemnify COUNTY and CITY for costs incurred. Notwithstanding any of the above provisions, if it is determined that the other CITY which is a party to this agreement is solely negligent with regard to any claim, demand, or suit arising out of this Interlocal Agreement, the other CITY will hold CITY, COUNTY and ISD harmless and indemnify CITY, COUNTY and ISD for costs incurred

**3.3** ISD agrees to indemnify and hold COUNTY and CITY harmless with respect to any claim, demand, or suit based upon any service by COUNTY or CITY arising under this Interlocal Agreement. Notwithstanding any of the above provisions, if it is determined that COUNTY or CITY is solely negligent with regard to any claim, demand, or suit arising out of this Interlocal Agreement, COUNTY or CITY will hold ISD harmless and indemnify ISD for costs incurred.

**3.4** It is understood that liability to all parties is limited by existing laws.

**3.5** It is expressly understood and agreed that each party shall have no liability for the wages, workers compensation benefits, disability payments, pension payments, damage to equipment and clothing, medical expenses, expenses of travel, food, lodging or other compensation, or expenses of personnel of another party's employees, regardless or whether the personnel performed services outside the jurisdiction of his/her employer.

**3.6** It is expressly understood and agreed that each jurisdiction is solely liable for the state tort liability and federal tort liability of its employees and will hold the other jurisdictions harmless for any claims made while any employee is performing duties under this agreement.

## ARTICLE IV

### Time of Performance

**4.01** It is expressly understood and agreed that the terms of this Agreement shall become effective on December 1, 2025, and shall continue for a term of twelve (12) months through November 30, 2026.

## ARTICLE V

### Termination

**5.1** It is expressly understood and agreed that this Agreement shall renew automatically for another twelve (12) month term on November 30 of each year unless terminated by either party under the terms provided below.

**5.2** It is expressly understood and agreed that this Agreement may be terminated at any time without cause by either party upon thirty (30) days written notice to the other parties.

Notice shall be given by registered or certified mail, return receipt requested, to the other party at the addresses set out below:

**City of Bellville**  
37 N. Bell  
Bellville, TX 77418  
Attention: Chief of Police

**Town of San Felipe**  
P.O. Box 76  
San Felipe, TX 77473  
Attention: Chief of Police

**City of Sealy**  
1320 Rexville Road  
Sealy, TX 77474  
Attention: Chief of Police

**City of Wallis**  
P.O. Box 190  
Wallis, TX 77485  
Attention: Chief of Police

**County of Austin**  
417 N. Chesley  
Bellville, Texas 77418  
Attention: Judge & Sheriff

**Sealy Independent School District**  
939 Tiger Lane  
Sealy, TX 77474  
Attention: Chief of Police

## ARTICLE VI

### Laws, Statutes and Ordinances

6.01 The parties shall observe and comply with all federal, state, county and city laws, rules, ordinances and regulations in any manner affecting the conduct of services herein provided and performance of all obligations undertaken by this Agreement.

## ARTICLE VII

This instrument contains the entire Agreement between the parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties.

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be signed and approved by the proper officers of each the dates written below.

**INTERLOCAL AGREEMENT FOR  
LAW ENFORCEMENT SIGNATURE PAGE  
CITY OF SEALY**

SIGNED on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by order of City Council of Sealy.


Signature: \_\_\_\_\_

Mayor of Sealy

INTERLOCAL AGREEMENT FOR  
LAW ENFORCEMENT SIGNATURE PAGE  
COUNTY of AUSTIN

SIGNED on 22nd day of September, 2025, by order of Commissioners Court of  
Austin County.

County of Austin

By:   
\_\_\_\_\_  
Tim Lapham  
County Judge



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

SUBMITTED BY: Mike Barrow, Assistant City Manager

MEETING DATE: October 7, 2025

## STAFF REPORT

### DESCRIPTION

Amending the Texas Department of Transportation (TxDOT) Utilities Extension Reimbursement Agreement to provide water, sewer and natural gas services to the Texas Department of Transportation Sealy Maintenance Facility located 2299 FM 2187 not to exceed \$533,432.30 for construction costs.

### ANALYSIS

September 16, 2025 City Council Meeting, bids were reviewed for the TxDOT Utilities Extension Project with the apparent low bidder being Vera Industries, LLC of Missouri City, Texas at \$483,432.30. At the meeting, it was determined that the construction cost reimbursement from TxDOT should be amended in the TxDOT Utilities Extension Agreement to \$483,432.30 plus \$50,000 for contingency (**\$533,432.30 total for construction and contingency**). The new Purchase Order we will need to receive from TxDOT, which will cover engineering, construction, and construction contingency, \$72,500, \$483,432.30, and \$50,000 respectively, will need to be a total of \$605,932.30. These line extensions from the City's existing lines to TxDOT's Maintenance Facility, via FM 2187 and FM 1094 Right-of-Way, will be the property of the City that are paid for by TxDOT.

### RECOMMENDATION

Staff Recommends to approve the amendment to the TxDOT Utilities Extension Agreement, essentially increasing the construction of improvements to \$533,432.30.

### FINANCIAL IMPACTS

All costs associated with these line extensions are to be paid for by TxDOT.

**FIRST AMENDMENT TO UTILITY EXTENSION AGREEMENT  
FOR WATER, WASTEWATER, AND NATURAL GAS SERVICES  
BETWEEN THE CITY OF SEALY, TEXAS AND THE TEXAS DEPARTMENT OF TRANSPORTATION**

This First Amendment to the **AGREEMENT** is entered into this \_\_\_\_ day of October, 2025, by and between the City of Sealy, a home-rule municipal corporation situated in Austin County acting by and through its duly authorized Mayor ("City") and Texas Department of Transportation designee ("TxDOT").

**RECITALS**

1. The City and TxDOT entered into an Agreement approved by the City of Sealy City Council August 26, 2024;
2. The City and TxDOT desire to amend the Agreement;

NOW, THEREFORE, the Parties for and in consideration of the covenants and agreements described in this Amendment, the sufficiency of which is acknowledged, agree to the following amendments to the Agreement:

- A. Article 1. Rights, Responsibilities, and Compensation of the Utility, paragraph eight is amended to read:

In consideration of the above, the State agrees to pay the Utility for the improvements to the water, wastewater, and natural gas systems within the statutorily required period, a "not to exceed" amount of \$533,432.30 (Five hundred Thirty-Three Thousand Four hundred Forty-Two dollars and Thirty cents) (the "Installation Costs") These costs will be paid on a unit price basis, and the "not to exceed" is based on the actual low bid of \$483,432.30 received by responsive and responsible bidder plus \$50,000 for contingencies and the estimate shown in Attachment B is the original construction cost estimate. Increases in the amount of payment due to additional work or required changes to work will require a written amendment to this contract.

**Signatory Warranty**

The signatories to this amendment to agreement warrant that each has the authority to enter this amended agreement on behalf of the organization they represent.

**IN WITNESS WHEREOF**, the State and the Utility have executed duplicate counterparts to effectuate this agreement.

City of Sealy, Texas

---

Signature

---

Typed Name and Title

---

Date

THE STATE OF TEXAS  
COUNTY OF AUSTIN

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_,  
known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged  
to me that He/She executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public in and for  
Austin County, Texas

**THE STATE OF TEXAS**

Executed for the Executive Director and for the Texas Transportation Commission for the purpose and  
effect of activating and/or carrying out the orders, and established policies or work programs heretofore  
approved and authorized by the Texas Transportation Commission.

By: \_\_\_\_\_  
Director, Support Services Division

\_\_\_\_\_  
Type or Printed Name

\_\_\_\_\_  
Date

THE STATE OF TEXAS  
COUNTY OF AUSTIN

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_,  
known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged  
to me that He/She executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this \_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Notary Public in and for  
Austin County, Texas

**TXDOT UTILITY PROJECT**

**BID TABULATIONS**

**ORIGINAL AGREEMENT WITH TXDOT FOR  
REIMBURSEMENT OF PROJECT COSTS**

**9/16/25 MEETING MINUTES**



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

September 5, 2025

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

Re: TxDOT Facility Utility Service Extensions  
Contract 1-2025  
City of Sealy, Texas

Dear Ms. Hill:

Bids for the above-referenced Project were opened on August 26, 2025. Three responsive Bids were received with the resulting Bid tabulation enclosed. The low Bid of \$483,432.30 was less than ENGINEER's opinion of probable construction cost. The second low Bid of \$523,382.00 was also less than ENGINEER's opinion of probable construction cost. The third low Bid of \$528,210.00 was also less than ENGINEER's opinion of probable construction cost.

Vera Industries, LLC of Missouri City, Texas, was the apparent low Bidder at \$483,432.30. The Bid included a Bid Bond for 5 percent. The Bid is deemed to be responsive.

Mercer Construction Company of Edna, Texas, was the second apparent low Bidder at \$523,382.00. The Bid included a Bid Bond for 5 percent. The Bid is deemed to be responsive.

ML Contracting, Inc. of San Antonio, Texas, was the third apparent low Bidder at \$528,210.00. The Bid included a Bid Bond for 5 percent. The Bid is deemed to be responsive.

Strand Associates, Inc.® has not previously worked with Vera Industries, LLC. However, the City of Sealy recently awarded its Westview Terrace Drive Storm Sewer Improvements Project to Vera Industries, LLC.

Strand Associates, Inc.® has previously worked with Mercer Construction Company on projects for the City of Caldwell, City of Eagle Lake, and the City of Sealy. For those projects, the owners determined Mercer Construction Company to be responsible.

Strand Associates, Inc.® has previously worked with ML Contracting, Inc. on the Sealy EDC Parking Lots Project.

TBPE No. F-8405  
TBPLS No. 10030000

3903.069BEP(16)RABRED\Documents\Specifications\Archived\2025\Sealy, City of (TX)\3903.089.1-2025 BEP(16) Specification Letter(a) Resulting Bid Tabulation\090525.docx

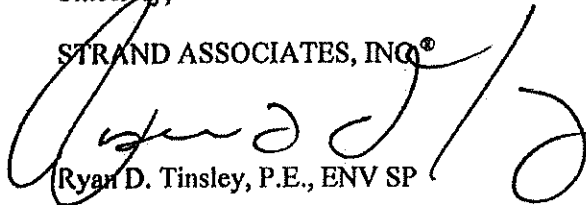
**Strand Associates, Inc.®**

Ms. Kimbra Hill, City Manager  
City of Sealy  
Page 2  
September 5, 2025

Once you determine which Bidders are responsible, we recommend proceeding with award of the Contract to the responsible Bidder with the lowest Bid in accordance with Article 18 of the Instructions to Bidders.

Sincerely,

STRAND ASSOCIATES, INC.®

A handwritten signature in black ink, appearing to read "Ryan D. Tinsley", is written over the printed name and title.

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

Enclosure

Bids Received: 10 A.M.  
August 26, 2025

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

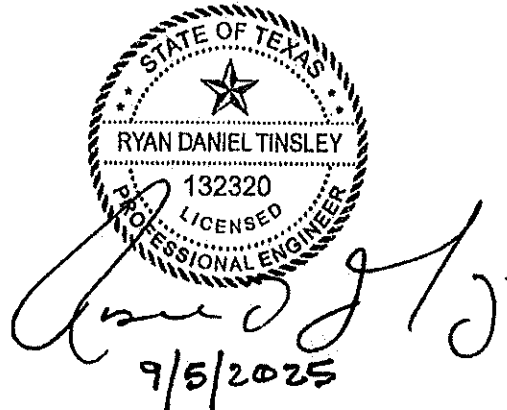
CITY OF SEALY  
SEALY, TEXAS  
TXDOT FACILITY UTILITY SERVICE EXTENSIONS  
CONTRACT 1-2025

BID TABULATION SUMMARY

Bidder and Address	Bid Bond or Guarantee	Addenda Acknowledged	Computed Total Bid
Vera Industries, LLC 2440 Texas Parkway, Suite 268 Missouri City, TX 77489	5%	NA	\$483,432.30
Mercer Construction Company 909 North Colorado Street Edna, TX 77957	5%	NA	\$523,382.00
ML Contracting, Inc. 126 Lanark Drive, Suite E San Antonio, TX 78218	5%	NA	\$528,210.00 *\$521,370.00

\*CONTRACTOR'S COMPUTED TOTAL

Reviewed by: Rostyk Fedoroko



9/5/2025

Bids Received: 10 A.M., August 26, 2025

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

CITY OF SEALY  
 SEALY, TEXAS  
 TXDOT FACILITY UTILITY SERVICE EXTENSIONS  
 CONTRACT 1-2025

BID TABULATION BREAKDOWN

				Vera Industries, LLC 2440 Texas Parkway Suite 268 Missouri City, TX 77489		Mercer Construction Company 909 North Colorado Street Edna, TX 77957		ML Contracting, Inc. 126 Lanark Drive, Suite E San Antonio, TX 78218	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.	Mobilization (Not to Exceed 10 Percent of the Project Cost, EXCL Mobilization)	1	LS	\$ 24,000.00	\$ 24,000.00	\$ 30,000.00	\$ 30,000.00	\$ 40,000.00	\$ 40,000.00
2.	Furnish and Install 4-IN American Standard for Testing and Materials (ASTM) D-2513 Standard Dimension Ratio (SDR) 11 Polyethylene Gas Main by Open Cut	2,537	LF	\$ 32.00	\$ 81,184.00	\$ 55.00	\$ 139,635.00	\$ 35.00	\$ 88,785.00
3.	Furnish and Install 4-IN ASTM D-2513 SDR 11 Polyethylene Gas Main by Bore (No Casing)	65	LF	\$ 102.00	\$ 6,630.00	\$ 140.00	\$ 9,100.00	\$ 45.00	\$ 2,925.00
4.	Furnish and Install 4-IN ASTM D-2513 SDR 11 Polyethylene Gas Main Inside 8-IN Welded Steel Casing by Bore (INCL Two Plugs and Two Vents per Highway Crossing)	285	LF	\$ 157.50	\$ 44,887.50	\$ 210.00	\$ 60,150.00	\$ 88.00	\$ 27,930.00
6.	Furnish Materials and Equipment to Make the Connection to the Existing 4-IN Gas Main	1	EA	\$ 6,804.00	\$ 6,804.00	\$ 1,200.00	\$ 1,200.00	\$ 4,600.00	\$ 4,600.00
6.	Furnish and Install 4-IN Polyethylene Gas Gate Valve and Box	5	EA	\$ 4,378.50	\$ 21,892.50	\$ 1,760.00	\$ 8,750.00	\$ 5,500.00	\$ 27,500.00
7.	Furnish Equipment and Materials to Make Gas Service Tap and Connection to New Meter	1	EA	\$ 6,604.00	\$ 6,604.00	\$ 2,050.00	\$ 2,050.00	\$ 4,700.00	\$ 4,700.00

				Vera Industries, LLC 2440 Texas Parkway Suite 268 Missouri City, TX 77489		Mercer Construction Company 909 North Colorado Street Edna, TX 77957		ML Contracting, Inc. 126 Lanark Drive, Suite E San Antonio, TX 78218	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
8.	Furnish and Install 6-IN American Water Works Association (AWWA) C900 Dimension Ratio (DR)18 Water Main by Open Cut	592	LF	\$ 65.50	\$ 38,776.00	\$ 64.00	\$ 37,888.00	\$ 95.00	\$ 56,240.00
9.	Furnish and Install 6-IN AWWA C900 DR18 Restrained Joint Integral Bell (RJIB) PVC Water Main Inside 12-IN Welded Steel Casing by Bore	60	LF	\$ 203.00	\$ 23,440.00	\$ 295.00	\$ 23,600.00	\$ 175.00	\$ 14,000.00
10.	Furnish and Install 6-IN AWWA C900 DR18 RJIB PVC Water Main by Open Cut	48	LF	\$ 187.00	\$ 8,976.00	\$ 80.00	\$ 3,840.00	\$ 95.00	\$ 4,560.00
11.	Furnish and Install 6-IN AWWA C900 DR18 RJIB PVC Water Main by Bore (No Casing)	245	LF	\$ 85.50	\$ 20,947.50	\$ 136.00	\$ 33,320.00	\$ 105.00	\$ 25,725.00
12.	Furnish and Install 2-IN Polyethylene Water Line by Open Cut	10	LF	\$ 22.00	\$ 220.00	\$ 90.00	\$ 900.00	\$ 120.00	\$ 1,200.00
13.	Furnish and Install 6-IN by 12-IN Tapping Sleeve and Valve	1	EA	\$ 16,669.00	\$ 16,669.00	\$ 5,775.00	\$ 5,775.00	\$ 4,500.00	\$ 4,500.00
14.	Furnish and Install Fire Hydrant Assembly (INCL All Fittings Required for Installation)	1	EA	\$ 18,269.00	\$ 18,269.00	\$ 7,200.00	\$ 7,200.00	\$ 9,800.00	\$ 9,800.00
15.	Furnish and Install 6-IN Gate Valve and Box	1	EA	\$ 4,217.50	\$ 4,217.50	\$ 1,930.00	\$ 1,930.00	\$ 6,500.00	\$ 6,500.00
16.	Furnish Equipment and Materials to Make Water Service Tap and Connection to New Meter	1	EA	\$ 3,813.00	\$ 3,813.00	\$ 3,400.00	\$ 3,400.00	\$ 3,500.00	\$ 3,500.00
17.	Remove and Dispose of the Existing Sanitary Sewer	20	LF	\$ 35.00	\$ 700.00	\$ 23.00	\$ 460.00	\$ 125.00	\$ 2,600.00
18.	Furnish and Install 6-IN ASTM D3034 SDR 26 Sanitary Sewer by Open Cut (0- to 6-FT Depth)	350	LF	\$ 65.00	\$ 22,750.00	\$ 70.00	\$ 24,600.00	\$ 85.00	\$ 29,750.00
19.	Furnish and Install 6-IN ASTM D3034 SDR 26 Sanitary Sewer by Open Cut (Greater than 6-FT Depth)	876	LF	\$ 65.50	\$ 57,378.00	\$ 87.00	\$ 76,212.00	\$ 100.00	\$ 87,600.00
									*\$80,760.00

				Vera Industries, LLC 2440 Texas Parkway Suite 268 Missouri City, TX 77489	Mercer Construction Company 909 North Colorado Street Edna, TX 77957		ML Contracting, Inc. 126 Lenark Drive, Suite E San Antonio, TX 78218		
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
20.	Furnish and Install 4-FT-DIA Precast Concrete MH	3	EA	\$ 17,110.50	\$ 51,331.50	\$ 10,100.00	\$ 30,300.00	\$ 5,500.00	\$ 16,500.00
21.	Furnish and Install 4-FT-DIA Precast Concrete MH (Greater than 5-FT)	10.4	VF	\$ 217.00	\$ 2,256.80	\$ 360.00	\$ 3,744.00	\$ 425.00	\$ 4,420.00
22.	Furnish Equipment and Materials to Make 6-IN Connection to the Existing MH	1	EA	\$ 3,253.00	\$ 3,253.00	\$ 3,900.00	\$ 3,900.00	\$ 5,425.00	\$ 5,425.00
23.	Furnish Equipment and Materials to Perform Trench Safety (Greater Than 5-FT Depth)	1,976	LF	\$ 1.50	\$ 2,964.00	\$ 3.00	\$ 5,928.00	\$ 15.00	\$ 29,640.00
24.	Furnish Equipment and Materials to Perform Site Restoration	1	LS	\$ 9,471.00	\$ 9,471.00	\$ 5,000.00	\$ 5,000.00	\$ 17,000.00	\$ 17,000.00
25.	Furnish Equipment and Materials to Perform Traffic Control in Accordance w/ the Texas Manual on Uniform Traffic Control Devices	1	LS	\$ 5,793.00	\$ 5,793.00	\$ 5,000.00	\$ 5,000.00	\$ 11,000.00	\$ 11,000.00
ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 25					\$ 483,432.30		\$ 523,382.00		\$ 528,210.00
CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 25					\$ 483,432.30		\$ 523,382.00		*\$ 521,370.00

\* CONTRACTOR'S COMPUTED TOTAL

Reviewed by *Rashid Fedorako*

THE STATE OF TEXAS §

COUNTY OF AUSTIN §

**UTILITY EXTENSION AGREEMENT  
FOR WATER, WASTEWATER, AND NATURAL GAS SERVICES**

**THIS AGREEMENT** (the Agreement) is made by and between the **City of Sealy, Austin County, Texas**, acting by and through its duly authorized officials, hereinafter referred to as "The Utility", and the **Texas Department of Transportation**, acting by and through its duly authorized officials, hereinafter referred to as "State".

**WITNESSETH**

**WHEREAS**, the Utility is engaged in providing water service, wastewater service, and natural gas service to customers located in Austin County, Texas, in and around Sealy Texas; and

**WHEREAS**, the State desires to extend adequate water service, wastewater service, and natural gas service to the project address at 2299 FM 2187 Sealy, Texas 77474. This State property is currently a Texas Department of Transportation Local Maintenance Facility.

**NOW THEREFORE**, the Parties hereto mutually agree as follows:

**AGREEMENT**

**Article 1. Rights, Responsibilities, and Compensation of the Utility**

The Utility agrees to install and provide water service, wastewater service, and natural gas service to the State Property noted above and indicated on Attachment A.

The Utility agrees to provide all:

- Labor, materials, and equipment to perform all work necessary to design and install the water line including: all piping, connections, valves, casings, road and creek borings, up to and including meters, and meter vaults, including all permits, and fees, including engineering fees;
- Labor, materials, and equipment to perform all work necessary to design and install the gravity flow wastewater line including: all piping, connections, valves, gravity mains, borings, casings, road and creek borings, and manholes up to the property line, including all permits, and fees, including engineering fees; and
- Labor, materials, and equipment to perform all work necessary to design and install the natural gas line including: all piping, connections, valves, casings, road and creek borings, up to and including meters, including all permits, and fees, including engineering fees.

It is estimated that:

- Approximately 70 lineal feet of boring and casing and approximately 780 lineal feet of water line will be installed;

- Approximately 1,180 lineal feet of wastewater line will be installed; and
- Approximately 70 feet of boring and casing and approximately 2,715 lineal feet of natural gas line will be installed.

Engineering, Installation, and Construction Administration will be reimbursed per Attachment B.

It is agreed that the Utility will be responsible for clearing the rights of way and removing the cleared brush. The clearing will only include brush and saplings. No significant trees are to be removed, unless necessary.

If applicable, the Utility further agrees to secure Utility Permit(s) for installation of any and all utilities installed in the Right(s)-of-Way of State and Federal Highways, Ranch Roads and Farm to Market Roads.

It is agreed that the State grants the Utility a license to make additional connections to the water line, wastewater line, and natural gas line for public use, including service to areas outside of the State Property, as long as service to the State is not degraded and the Utility shall be solely responsible for the maintenance, repair, and operation of these same lines within its jurisdiction.

In consideration of the above, the State agrees to pay the Utility for the improvements to the water, wastewater, and natural gas systems within the statutorily required period, a "not to exceed" amount of \$447,500.00 (Four hundred Forty Seven Thousand Five Hundred dollars and no cents) (the "Installation Costs") These costs will be paid on a unit price basis, and the "not to exceed" is based on the detailed estimate shown in Attachment B. Increases in the amount of payment due to additional work will require a written amendment to this contract.

↑  
\$  
533,432.38

The State agrees to pay the Utility for the water, wastewater, and natural gas service Design Engineering and Construction Administration services within the statutorily required period, a "not to exceed" amount of \$72,500.00 ( Seven-Two Thousand Five Hundred dollars and no cents ) (the "Engineering and Construction Administration Costs"). These costs will be paid on a lump sum basis based on percentage of work complete, as set forth in Attachment B. The "not to exceed" is based on the detailed estimate shown in Attachment B. Increases in the amount of payment due to additional work will require a written amendment to this contract.

Payments will be made by the State to the Utility for execution of the work necessary for provision of water, wastewater, and natural gas under this Agreement.

#### Article 2. Rights and Responsibilities of the State

It is agreed that the Utility or its employees, agents or representatives, may enter State property along the installation route to place, construct, operate, repair, maintain, inspect and replace water lines, wastewater lines, and natural gas lines and systems, consisting of a variable number of water lines, wastewater lines, natural gas lines, meters, and all necessary or desirable structures and appurtenances. The Utility may at any reasonable time or times enter upon and across the property to the extent necessary for the foregoing purposes. The Utility shall be held responsible for repairing any damages caused to the State's property during the course of installation or maintenance of the water, wastewater, and natural gas services.

It is understood that the State, by execution of this agreement, does not impair or relinquish the State's right to use such land for the purposes for which it was acquired, nor shall use of the land under this agreement ever be construed as abandonment by the State of such land, and the State does not purport to grant any real property interest or permanent easement in the land described herein but merely consents to such use to the extent its authority and title permits.

**Article 3. State Indemnified**

This Article intentionally deleted.

**Article 4. Contract Period**

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in full force and effect until all work authorized under this agreement has been completed and accepted by all parties and all payments therefor have been made, unless terminated as provided in Article 8. Notwithstanding termination or expiration of this Agreement, the Utility and its agents, contractors, and employees shall continue to have access rights as long as access is needed in order to provide water, wastewater, or natural gas services to the State Property or to areas outside of the State Property.

**Article 5. Sole Agreement**

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Utility and the State, the latest agreement shall take precedence over the other agreements.

**Article 6. Successors and Assigns**

The State and the Utility each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such party in respect to all covenants of this Agreement.

**Article 7. Amendments**

By mutual written consent of the parties, this contract may be amended prior to the expiration of this contract.

**Article 8. Termination**

This Agreement may be terminated by any of the following conditions:

- By mutual written consent and agreement of all parties;
- By the State if it is in the public interest;
- By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party;
- By satisfactory completion of all work authorized under this agreement.

The termination of this Agreement shall extinguish all rights, duties, obligations, and liabilities of the State and the Utility under this Agreement, except as otherwise expressly provided herein, and provided that the State shall be obligated to pay the Utility for any Installation Costs and Engineering and Construction Administration Costs incurred by the Utility on or before the date of termination. If the potential

termination of the Agreement is due to the failure of the Utility to fulfill its contractual obligations, the State will notify the Utility that a possible breach of the contract has occurred. The Utility should make every effort to remedy the breach within a period mutually agreed upon by both parties.

**Article 9. Notices**

For the purpose of this Agreement, the addresses of record for each party shall be:

For the Utility	For the State
City Manager 415 Main Street Sealy, Texas 77474	Jeffery Vinklerek Yoakum District Engineer Texas Department of Transportation 403 Huck Street Yoakum, Texas 77995

**Article 10. Audit**

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**Article 11. Access to Information**

The Utility is required to make any information created or exchanged with the state pursuant to his contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

**Article 12. Signatory Warranty**

The signatories to this agreement warrant that each has the authority to enter this agreement on behalf of the organization they represent.

IN WITNESS WHEREOF, the State and the Utility have executed duplicate counterparts to effectuate this agreement.

City of Sealy  
Utility Name

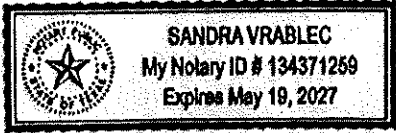
Carolyn Bilski, Mayor  
Signature  
Typed Name and Title

1-22-2025  
Date

THE STATE OF TEXAS  
COUNTY OF AUSTIN

BEFORE ME, the undersigned authority, on this day personally appeared Carolyn Bilski known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that He/She executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 22<sup>nd</sup> day of January, 2024



Sandra Vrablec  
Notary Public in and for  
Austin County, Texas

**THE STATE OF TEXAS**

Executed for the Executive Director and for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: Jeffery Vinklerek, P.E.  
Yoakum District Engineer  
Jeffery Vinklerek

Typed or Printed Name  
10/14/2024  
Date

**THE STATE OF TEXAS  
COUNTY OF AUSTIN**

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that He/She executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Notary Public in and for  
Austin County, Texas

AYES: Bilski, Lerma, Miller, Curry, Zapalac  
NOES: None

The motion carried.

4. **Discussion and Possible Action regarding Approving, Disapproving, or Approving with Conditions a Variance Application for 777 Main Street, Sealy, Texas, allowing a Variance to the requirements of Section 28-1 – Definitions.**
  - a) **Building Line – regarding “no fence shall be authorized beyond a front building line or placed in a manner that would enclose any City Services.**

A motion was made by Councilman Zapalac to Disapprove a Variance Application for 777 Main Street, Sealy, Texas, item a.  
Councilwoman Curry seconded the motion. Mayor Bilski called for the vote.

AYES: Bilski, Lerma, Miller, Curry, Zapalac  
NOES: None

The motion carried.

Mayor Bilski left the meeting at 8:03 p.m.

5. **Discussion and Possible Action regarding Awarding or Rejecting Bid(s) for Texas Department of Transportation (TxDOT) Facility Utility Service Extensions.**

A motion was made by Councilman Zapalac to Approve Awarding a bid for Texas Department of Transportation (TxDOT) Facility Utility Service Extensions to Vera Industries, LLC of Missouri City, Texas, for \$483,432.30, plus \$50,000 contingency, contingent upon TxDOT amendment to increase reimbursement amount from the state to the city not to exceed \$523,432.30. Councilman Zapalac withdrew his motion. A motion was made by Councilman Zapalac to Approve Awarding a bid for TxDOT Department of Transportation Facility Utility Service Extensions with Vera Industries, LLC of Missouri City, Texas, for an amount of \$483,432.30, contingent upon TxDOT amendment to increase the reimbursement amount from the state to the city, with the TxDOT amount not exceeding \$533,432.30.  
Councilwoman Curry seconded the motion. Mayor Pro Tem Lerma called for the vote.

AYES: Lerma, Miller, Curry, Zapalac  
NOES: None

The motion carried.

6. **Presentation, Discussion, and Possible Action regarding Approving the Classic Choice Project and a Performance Agreement providing the Sealy Economic Development Corporation (SEDC) Business Incentive Expenditure not to exceed \$1,500.**

A motion was made by Councilman Miller to Approve the Classic Choice Projects and Performance Agreement, providing Sealy SEDC Business Expenditure not to exceed \$1,500.  
Councilman Zapalac seconded the motion. Mayor Pro Tem Lerma called for the vote.

AYES: Lerma, Miller, Curry, Zapalac



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

Discussion and possible action to approve a Resolution for participation in and application to the National Rifle Association (NRA) Foundation State Fund Grant Program for training ammunition.

SUBMITTED BY: Russell Grimes

MEETING DATE: October 7, 2025

## STAFF REPORT

### DESCRIPTION

Discussion and possible action to approve a Resolution for participation in and application to the National Rifle Association (NRA) Foundation State Fund Grant Program for training ammunition.

### ANALYSIS

The Sealy Police Department respectfully requests City Council's approval of a resolution authorizing submission of an application to the NRA Foundation State Grant Program for training ammunition.

We were fortunate to receive funding in each of the past two years, which has directly offset our ammunition budget and allowed officers to receive more comprehensive firearms training and qualifications without increasing the burden on city funds.

As access to sufficient ammunition is critical to maintain firearm proficiency, meet state qualification requirements, and conduct realistic training scenarios. The grant has provided us with the resources to expand training frequency, offer remedial opportunities, and ensure officers are confident and prepared in the safe use of their service weapons.

By reducing local budget pressures, prior grant funding has also allowed the department to redirect resources toward other training and equipment needs. The program has proven to be a cost-effective and impactful way to strengthen officer readiness and enhance public safety.

### RECOMMENDATION

Staff recommends Council's approval of resolution so that the application can be completed and submitted for consideration of awarding grant funds to the city.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEALY, TEXAS,  
AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE NRA  
FOUNDATION STATE GRANT PROGRAM.**

\* \* \* \* \*

**WHEREAS**, the City of Sealy Police Department is committed to maintaining the highest standards of officer readiness, firearms proficiency, and public safety; and

**WHEREAS**, the NRA Foundation State Grant Program provides funding to assist law enforcement agencies with training needs, including the purchase of training ammunition; and

**WHEREAS**, the Sealy Police Department has successfully received funding through this grant program for the past two years, resulting in significant benefits to officer training and qualification efforts while reducing the financial burden on the City's budget; and

**WHEREAS**, continued participation in the NRA Foundation State Grant Program will enable the department to sustain these training benefits, expand training opportunities, and ensure officers are well-prepared to serve and protect the community;

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

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

**SECTION 2.** The City Council authorizes the participation in and application for the National Rifle Association (NRA) Foundation State Fund Grant.

**SECTION 3.** In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Resolution 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 Resolution as a whole or any part or 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, or whether there be one or more parts.

**SECTION 5.** That this Resolution shall be effective immediately upon passage.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Carolyn Bilski, Mayor

ATTEST:

\_\_\_\_\_  
Sandra Vrablec, City Secretary



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

SUBMITTED BY: Mike Barrow, Assistant City Manager

MEETING DATE: October 7, 2025

## STAFF REPORT

### DESCRIPTION

Discussion and Possible Action regarding a Resolution to Ratify Texas Department of Transportation (TxDOT) establishing a Work Zone Speed Limit to Reduce the Speed Limit from 50 mph to 40 mph throughout the Highway 36 Construction Project.

### ANALYSIS

In discussions with Ryan Simper, TxDOT Area Engineer for the Yoakum District, TxDOT has made a number of changes to safety since the project began with the initial changes being the addition of an all-way stop at the intersection FM 2187 and Hwy 36. An additional change was discussed to reduce the speed limits through the work zone to decrease the likelihood of rearend collisions and improved safety as traffic is slowing and stopping on Hwy 36. Speed limits from Columbus Road to N 5<sup>th</sup> Street are already below 40 mph and will remain.

### RECOMMENDATION

Staff Recommends to approve the Resolution ratifying the reduction of speed limits throughout the construction zone until construction is complete and the work zone is removed.

### FINANCIAL IMPACTS

RESOLUTION NO. 2025-\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEALY, TEXAS, RATIFYING SUPPORT FOR THE TEXAS DEPARTMENT OF TRANSPORTATION TO ESTABLISH A WORK ZONE SPEED LIMIT TO REDUCE THE SPEED LIMIT FROM 50 MILES PER HOUR TO 40 MILES PER HOUR THROUGHOUT THE HIGHWAY 36 CONSTRUCTION PROJECT.**

\* \* \* \* \*

**WHEREAS**, the Texas Department of Transportation’s Highway 36 Reconstruction Project will completely rebuild Highway 36 from Farm-to-Market 1094 to Farm-to-Market 2187 and install a traffic signal at the intersection of Highway 36 and Farm-to-Market 2187;

**WHEREAS**, the project will ultimately improve highway infrastructure through Sealy and it is recognized that recent developments on Farm-to-Market 2187 such as the Sealy Elementary School, Hunters Crossing Residential Development, Sealy Homestead Residential Development, as well as, residential developments west of city limits along Farm-to-Market 2187 and future known residential developments along Farm-to-Market 1094, necessitates the need for improved traffic flows and safety at the intersection of Farm-to-Market 2187 and Highway 36, ;

**WHEREAS**, it has been determined that during the reconstruction of Highway 36, the current speed limits through the work zone area should be reduced to decrease the likelihood of vehicle, pedestrian, and work zone accidents;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEALY, TEXAS** that the following approvals are understood and accepted.

**Section 1.** The Highway 36 Work Zone Speed Limit will be reduced to 40 miles per hour beginning northbound just north of N 5<sup>th</sup> Street to just south of Jurica Road.

**Section 2.** The Highway 36 Work Zone Speed Limit will be reduced to 40 miles per hour beginning southbound just south of Jurica Road to just north of N 5<sup>th</sup> Street.

**Section 3.** The Highway 36 Work Zone Speed Limit reduction is temporary and will continue until the construction is completed and speed limits are returned to normal by the Texas Department of Transportation.

**PASSED and APPROVED** this, the \_\_\_\_ day of October \_\_\_\_, 2025.

\_\_\_\_\_  
Carolyn Bilski, Mayor

ATTEST:

\_\_\_\_\_  
Sandra Vrablec, City Secretary



AGENDA ITEM NO.

**Amending the On-Call Engineering Task Order with Strand and Associates.**

SUBMITTED BY: Kimbra Hill, City Manager

MEETING DATE: 10/7/25

## STAFF REPORT

### BACKGROUND

The City entered into a 2025 calendar year task order with Strand to provide on-call engineering services through December 31, 2025. The current task order establishes a limit of \$40,000.00.

To date, Strand has only applied this budget toward City-requested miscellaneous engineering tasks that are not reimbursed by developers and are not funded by grants or certificates of obligation. This ensures that the City has access to timely professional engineering support for small-scale projects, reviews, and urgent needs that arise during the year.

### ANALYSIS

Based on year-to-date activity and projected needs for the remainder of the calendar year, the City anticipates exceeding the current \$40,000 limit.

- **August & September potential spend: \$21K**
- **October, November, December potential spend: \$17K**
- **Plus, year-to-date actual (Jan–July 2025): \$37K**

Estimated potential miscellaneous fees through December 31, 2025: **\$75K**

To meet this projected demand while maintaining continuity of services, staff recommends amending the existing task order to **\$75,000.00**.

### FINANCIAL IMPACT

Adequate funds are available within departmental budgets for **FY 2024–2025**, and allocations are budgeted for **FY 2025–2026** to support the amended task order.

Account No.	Department	FY 24–25 Budgeted	FY 24–25 Spent	FY 24–25 Remaining	FY 25–26 Budgeted
10-535-53000	Planning	\$285,000	\$63,150	\$221,850	\$130,000
10-550-53000	Building Services	\$25,000	\$0	\$25,000	\$20,000
56-511-53000	Water Department	\$20,000	\$17,100	\$2,900	\$22,000

Account No.	Department	FY 24-25 Budgeted	FY 24-25 Spent	FY 24-25 Remaining	FY 25-26 Budgeted
56-512-53000	Sewer Department	\$35,000	\$24,185	\$10,815	\$22,000
57-517-53000	Gas Department	\$11,340	\$6,350	\$4,990	\$0
<b>TOTAL</b>		<b>\$376,340</b>	<b>\$110,785</b>	<b>\$265,555</b>	<b>\$194,000</b>

### RECOMMENDATION

To meet this projected demand while maintaining continuity of services, staff recommend amending the existing task order limit to **\$75,000.00**.

#### Attachments:

- **Task Order 24-04:** 12/30/24 – 12/31/25
- **Amendment No. 1 to Task Order 24-04**



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

Task Order No. 24-04
City of Sealy, Texas (OWNER)
and Strand Associates, Inc.® (ENGINEER)
Pursuant to Agreement for Technical Services dated September 17, 2018

Project Information

Services Description: 2025 On-Call Engineering Support

Scope of Services

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

Authorization and Commitment

OWNER's Representative shall authorize services requested under Scope of Services. ENGINEER agrees to provide requested services upon receipt of authorization, scope and fee limit, if any, from OWNER via e-mail or letter prior to starting the requested services.

Compensation

OWNER shall compensate ENGINEER for Services under this Task Order on an hourly rate basis an estimated fee of \$40,000.

Schedule

Services will begin upon execution of this Task Order, which is anticipated the week of December 30, 2024. Services are scheduled for completion on December 31, 2025.

TASK ORDER AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF SEALY, TEXAS

Signature of Joseph M. Bunker, Date 01/2/25, Corporate Secretary

Signature of Carolyn Bilski, Date 12-18-24, Mayor

TBPE No. F-8405
TBPLS No. 10030000



NFS TO OWNER

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

Amendment No. 1 to Task Order No. 24-04
City of Sealy, Texas (OWNER)
and Strand Associates, Inc.® (ENGINEER)
Pursuant to Agreement for Technical Services dated September 17, 2018

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

Services Description: 2025 On-Call Engineering Support

Under Compensation, CHANGE \$40,000 to "\$75,000."

TASK ORDER AMENDMENT AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

STRAND ASSOCIATES, INC.®

OWNER:

CITY OF SEALY, TEXAS

NOT FOR SIGNATURE

Joseph M. Bunker
Corporate Secretary

Date

Carolyn Bilski
Mayor

Date

TBPE No. F-8405
TBPLS No. 10030600

RDT:dfc\\strand.com\allcorpdata\BRE\Documents\Agreements\S\Sealy, City of (TX)\TSA.2018\TO.2024\Amd3903.080.24-04.1.docx



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

SUBMITTED BY: Mike Barrow, Assistant City Manager

MEETING DATE: October 7, 2025

## STAFF REPORT

### DESCRIPTION

Discussion and Possible Action regarding a Resolution of Support for Austin County's Application for H-GAC Solid Waste Grant Funding.

### ANALYSIS

Every two years the Texas Legislature meets and sets the budget for solid waste management programs in Texas. The budget includes money collected as a tipping fee at landfills. H-GAC receives a portion of this money, as pass-through funding from the Texas Commission on Environmental Quality, to fund Solid Waste Implementation grant projects throughout the 13-county region each year.

Grant applications for the FY26/27 Solid Waste Management Grants must be submitted before 12:00 pm on Tuesday, October 14, 2025. Cities, counties, public school districts, and general and special law districts with the authority and responsibility for water quality protection or MSW management.

Project categories eligible for the Solid Waste Management Grants are Local Enforcement, Litter and Illegal Dumping Cleanup and Community Collection Events, Source Reduction and Recycling, Local Solid Waste Management Plans, Citizens' Collection Stations and "Small" Registration Transfer Stations, Household Hazardous Waste, Technical Studies, and Education and Training.

Since Austin County is applying for funding for Household Hazardous Waste Collection for the entire county residents, instead of the City of Sealy applying for a separate grant for the same thing, we are choosing to provide the county with a Resolution of Support and we intend on our Public Works Department to participate in the collection of Household Hazardous Waste to deposit at a county designated site.

### RECOMMENDATION

Staff Recommends to approve the Resolution of Support for Austin County's Application for H-GAC Solid Waste Grant Funding.

### FINANCIAL IMPACTS

For this service and benefit for City of Sealy residents (not open for commercial businesses), the Public Works Department will provide labor and materials for our Public Works Warehouse location only, and equipment to haul collections to the required Austin County site. Public Works estimated cost of labor, materials and equipment is less than \$1,500.00

RESOLUTION NO. 2025-\_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEALY, TEXAS,  
SUPPORTING AUSTIN COUNTY'S HOUSTON-GALVESTON AREA COUNCIL (H-GAC)  
APPLICATION FOR SOLID WASTE GRANT FUNDING.**

\* \* \* \* \*

**WHEREAS**, The H-GAC is directed by the Texas Commission on Environmental Quality to administer solid waste grant funds for implementation of the H-GAC regional solid waste management plan;

**WHEREAS**, the City of Sealy in the State of Texas is qualified to apply for grant funds under the Request for Applications, but Austin County is also qualified to apply for grant funds under the Request for Applications and is applying for collection of Household Hazardous Waste in all of Austin County;

**WHEREAS**, the City of Sealy Public Works would collect items at the Public Works Warehouse located at 210 East Main Street and take the Household Hazardous Waste collected to the nearest Austin County designated Household Hazardous Waste site; and

**WHEREAS**, it is the understanding that Austin County will be applying for collection of Household Hazardous Waste, which will include collection, recycling, re-use or proper disposal of Household Hazardous Waste, which includes electronics, tires, batteries, oil, properly labeled latex paint only, and antifreeze.

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

**Section 1.** That if Austin County is approved for grant funding for the collection and disposal of Household Hazardous Waste, the City of Sealy Public Works Director is authorized to organize staff to monitor and manage a collection station at the Public Works Warehouse located at 210 East Main Street for City of Sealy residents to dispose of Household Hazardous Waste consisting of electronics, tires, batteries, oil, properly labeled latex paint, and antifreeze.

**Section 2.** That if Austin County is approved for grant funding, the City of Sealy will comply with Texas Commission on Environmental Quality Rules and Regulations and rules of the State of Texas.

**Section 3.** The City Council of the City of Sealy hereby finds, determines, and hereby declares that the meeting at which this Resolution is adopted was open to the public, that the public notice for time, place, and the subject matter of the public business to be considered was posted as required by law, including this Resolution.

**PASSED AND APPROVED** by City Council of City of Sealy, on this the \_\_\_\_\_ day of October, 2025.

**CITY OF SEALY, TEXAS**

\_\_\_\_\_  
Carolyn Bilski, Mayor

ATTEST:

\_\_\_\_\_  
Sandra Vrabec, City Secretary

# I. Presentation(s)

# QUARTERLY REPORT



# LIBRARY

# FASH TUESDAY JUNE ACTIVITIES

## BOOK FAIR



Painting Class  
with Miss Moyle



100 attendees



144 attendees



130 attendees



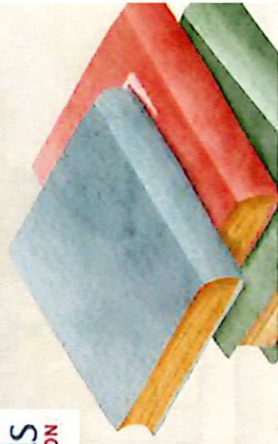
**BRAZOS RIVER HONEY**  
97 attendees



## Teen Financy

Literacy  
Sponsored by 

16 attendees



# EACH TUESDAY

# JULY ACTIVITIES

**July 1st**  
activity <sup>NO</sup> today



130 attendees

FOAM PARTY  
SCOOPS &  
SCHOLARS



Learn to draw with  
Hope Larsen  
23 attendees



59 attendees



HENNA CLASS with  
SHS CHEERLEADERS

56 attendees



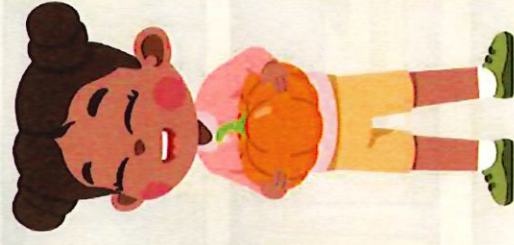
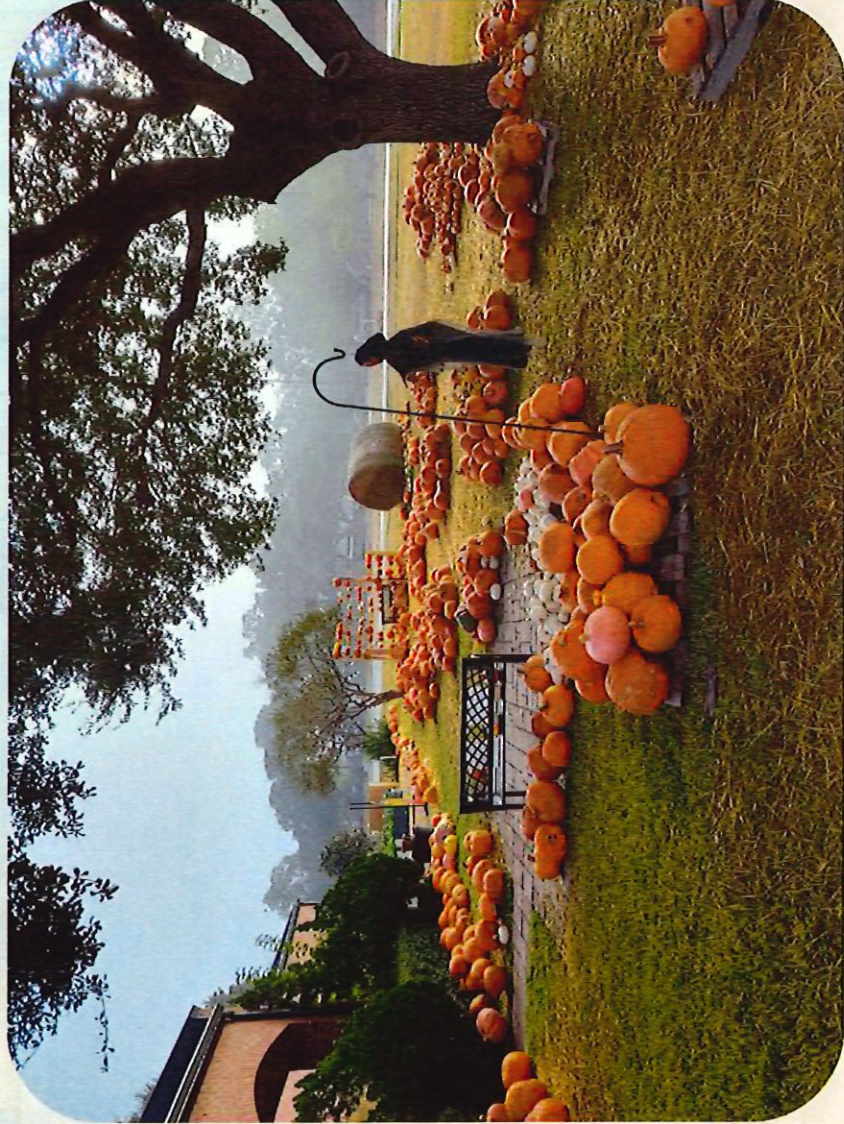
# 4TH ANNUAL PUMPKIN PATCH

opens

OCTOBER 5TH!

**NEW!**

*After Hours*  
**PURCHASES**  
via  
QR CODE








# Virgil & Josephine Gordon Memorial Library DONOR TREE

## NEW RECOGNITIONS\*

\*As of September 30, 2025

- Recognition Levels:
- 🦋 \$500 - Butterfly
  - 🍃 \$1,000 - Bronze Leaf
  - 🍃 \$5,000 - Silver Leaf
  - 🍃 \$10,000 - Gold Leaf
  - 🌿 \$15,000 - Branch
  - 🪨 \$25,000 - Rock

- 8** =  \$ 3,500.00
- 3** =  \$ 3,000.00
- 1** =  \$ 5,000.00
- 2** =  \$ 15,000.00
- 3** =  \$ 97,000.00

Austin County

American Legion Wallis Post 200

The David and Jean Wiley Foundation

The Abe & Irene Laine Trust  
Austin County State Bank

Sealy American Legion Post 442

Mark A Chapman Foundation

Wilson Engineering Company  
Jr. Master Gardener - Sealy Area

Sealy Animal Hospital

City of Sealy TX

The John R Seaman & Maggie B Seaman Charitable Trust



A watercolor illustration of a library bookshelf. The shelves are filled with books of various colors, including blue, yellow, and red. In the center, a white rectangular sign with rounded corners is placed on the shelves. The sign has the words 'THANK YOU' written in large, bold, black, sans-serif capital letters. Below this, the text 'Gordon Memorial Library Staff' is written in a smaller, black, serif font, arranged in two lines.

**THANK  
YOU**

Gordon Memorial  
Library Staff

## Sandra Vrablec

---

**From:** Michael Barrow  
**Sent:** Friday, September 19, 2025 4:51 PM  
**To:** Sandra Vrablec  
**Cc:** Kimbra Hill  
**Subject:** Fw: Rexville Rd. Residential - Development Agreement  
**Attachments:** Site Plan Colored Rendering.pdf; Open Space Exhibit.pdf; Site Plan.pdf; Sealy Development Agreement Deal Points.docx

Sandra: I noticed that you were not cc'd on this email. I have requested that Mr Safford submit development deposit and the ball is in his court now.

Mike

---

**From:** Ryan Safford <rsafford@bowman.com>  
**Sent:** Friday, September 12, 2025 2:13 PM  
**To:** Michael Barrow <mbarrow@ci.sealy.tx.us>  
**Cc:** Kimbra Hill <khill@ci.sealy.tx.us>; Steve Holgate <steve@shelbran.com>; Dawn Fortuna <dfortuna@bowman.com>; Johan Santiesteban <jsantiesteban@bowman.com>  
**Subject:** Rexville Rd. Residential - Development Agreement

Hi Mike,

Attached are the proposed Development Agreement deal points and supporting exhibits for the residential development we discussed along Rexville Road:

1. Site Plan
2. Open Space Exhibit
3. Colored Rendering
4. Development Agreement Deal Points

Could you please confirm if this submittal will be scheduled for the next City Council Executive Session and share the anticipated date? Your confirmation would be greatly appreciated.

In the meantime, please don't hesitate to reach out if you have any questions or need additional information.

Best regards,  
Ryan

### **Ryan Safford, P.E.**

**BOWMAN** | Principal  
2805 Dallas Parkway, Ste 310  
Plano, TX 75093  
Cell: (214) 354-2799  
Direct: (972) 497-2993

[rsafford@bowman.com](mailto:rsafford@bowman.com) | [bowman.com](http://bowman.com)



# ***Development Agreement Deal Points***

---

## **1. Property Description**

The Property subject to this Agreement consists of approximately 80-acres, generally located on the southside of Rexville Road and  $\pm$ 1,200 feet west of FM 3538 in the City of Sealy, Bell County, Texas, more particularly described in Exhibit A attached hereto.

## **2. Development Standards**

Development Standards for the Property shall be consistent with the Conceptual Land Plan attached, together with the accompanying Site Data Table, and are more particularly described below. These standards are intended to establish the lot configuration, dimensional criteria, and related development parameters that will govern the subdivision and build-out of the Property, subject to the modifications and variances specifically set forth herein.

a. Building Lines (Sec. 28-10): Standard requires 15' for corner lots (25' on arterials).

Proposed: 10' for corner lots adjacent to a street.

b. Lot Requirements (Sec. 28-11): Standard requires 60' x 120' lots with 7,200 SF minimum.

Proposed: 50' x 110' lots with 5,500 SF minimum for southeast tract.

c. Streets (Sec. 87-35): Standard requires 80' ROW local streets (or 60' with open ditch).

Proposed: 60' ROW with 10' utility easement on each side, with street section curb & gutter and underground drainage system as depicted on Exhibit B - Conceptual Land Plan. Major north south roadway from Rexville Road will be dedicated as an 80-foot right of way.

d. Easements (Sec. 87-41): Standard requires drainage easements dedicated to the City.

Proposed: Easements at the front of lots to be limited to utilities only, as underground storm drainage will be provided under the street and on-site detention/retention will be provided.

e. Park land dedication required: manner of dedication. (Sec. 87-52) Standard requires 1.8 acres for each 100 proposed dwelling units.

Proposed: The developer will dedicate to the City a minimum of 5 acres of park space to include at a minimum parking, recreation field, playground equipment with a walking trail connecting this park to the community. This minimum of 5-acres does not include acreage of the existing pond. Maintenance of the pond will be provided by the Homeowners Association. Providing these amenities relieves the developer of additional open space requirements or additional cash in lieu fees. PID funds may be used for park and open space improvements.

### **3. Infrastructure and Public Improvements**

Developer shall design and construct all streets, water, sewer, drainage, and utility improvements serving the Property, subject to City review and approval. Oversized facilities benefitting off-site properties will be subject to reimbursement.

Developer shall:

- Construct and warrant all infrastructure improvements
- Dedicate required ROW and utility easements.
- Provide on-site detention facilities per approved plans.
- Maintain infrastructure until accepted by the City.
- Extensions and connections for 12-inch water line at Cane Crossing
- Extensions of the force main near FM 3538 and allocate responsibility for any lift station

### **4. Financing and Cost Participation**

Infrastructure shall be financed through PID assessments and Developer contributions. Reimbursement agreements may be executed for oversized improvements.

The Parties agree to establish a Public Improvement District (PID) encompassing the Property. The PID shall finance public infrastructure, including streets, water, sewer, drainage, open space, parks, and entry features. Developer shall initiate the PID petition. City shall adopt a Service and Assessment Plan. Assessments levied on benefited lots shall reimburse eligible costs.



SITE DATA	
PROJECT AREA:	+/- 82.9 GROSS AC
GROSS DENSITY:	2.87 DU/AC
TOTAL NUMBER OF LOTS:	238
NORTHERN PARCEL	
(60' X 120' MIN.):	78
SOUTHERN PARCEL	
(50' X 110' MIN.):	160

# CONCEPTUAL SITE PLAN

## SEALY, TX







**J. Business**

Item #1



CITY COUNCIL AGENDA ITEM NO: Discussion and Possible Action regarding approval of a resolution regarding the Good Samaritan Project

MEETING DATE: October 7, 2025

Prepare by: SEDC Staff

## STAFF REPORT

### DESCRIPTION

This report details the proposed Good Samaritan Project and performance agreement with the building owner of 219 W. Front Street, a downtown resale shop. The building owner of the Good Samaritan Shop has applied for an EDC Historic District & Business Improvement Grant. The application includes a request for funding for façade, Americans with Disabilities Act (ADA) bathroom, and sign improvements. Based on the request, a maximum grant of \$12,500 may be approved to support business development and revitalization expenditures. This project meets the intention of the grant program by greatly improving a downtown retail space and providing a public restroom. The investment by the applicant must be at least \$25,000 to qualify for the grant maximums. The overall projected capital investment has been \$243,000, with another \$65,625.00 expected investment for this requested phase of the project. The grant is also contingent upon the completion of specific performance benchmarks and passing the city's final approval of the project's construction items. The project meets a goal of the Sealy EDC Strategic Plan to focus on Downtown Sealy during fiscal year 2025-2026.

### ANALYSIS

The maximum the Sealy EDC will provide (per HD&BIG policy) is a grant not to exceed \$12,500 to the building owner. The grant amounts break down as follows:

#### Historic District and Business Improvement Grants

	Grant Maximums	
	Available	Necessary Expenditures to Receive Grant Maximums
Façade Improvements	\$10,000.00	\$ 20,000.00
Signage Improvements	\$ 1,500.00	\$ 3,000.00
ADA Bathroom	\$ 1,000.00	\$ 2,000.00
Reimbursement Matching up to 50%, but not going over grant maximums as show above		

This funding is specifically for improvements in compliance with the EDC Historic District & Business Improvement Grant (HBIG) that promotes economic development and enhance the downtown area. The improvements include:

- Façade work: Exterior paint, planter boxes, and a new exterior door.
- Signage.
- (ADA)-compliant public bathroom improvements (plumbing and moving a wall for appropriate room dimensions).

The grant payment, per policy, is tied to a performance agreement, including the successful completion of two (2) benchmarks. The benchmarks include: work completion (passing city inspections), meeting capital investment expenditures, and a 2-year ownership retention of building and operation.

During the September 23, 2025, EDC Meeting, the Sealy EDC Board approved the project and agreement contingent on legal counsel review Benchmark 2 of the agreement. Subsequently, the original Benchmark 2 wording was relocated to Section 1.1 as a statement, and additional language was newly incorporated into Benchmark 2. (Changes are highlighted in the agreement).

Texas Local Government Code - LOC GOV'T § 505.158 provides that an expenditure of more than \$10,000 may not take place until the governing body of the corporation's authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two (2) separate readings; and

Therefore, due to this proposed expenditure being \$12,500 and thus, greater than \$10,000, this resolution will have its first reading on October 7 and the required second reading on October 21. Consideration of an expenditure greater than \$10,000 will be an item for action on the October 21 agenda following the council's approval of the resolution.

Benefits of the Good Samaritan Project include a large capital investment, downtown building revitalization, the improvements may potentially influence other downtown businesses to also make improvements, sales tax generation, providing needed retail in downtown, meeting EDC strategic goals for downtown, and the non-profit is a support for the community; it brings individuals and organizations together for the greater good.

## FINANCIAL IMPACT

The financial impact on the Sealy EDC will not exceed \$12,500 to be taken from the Historic District and Business Improvement line item that presently has a balance of \$200,000 during the FY'26 Budget.

## RECOMMENDATION

The Sealy EDC Board of Directors gave approval for the project and performance agreement, subject to review by legal counsel. Sealy EDC legal counsel reviewed and approved the attached amended Performance Agreement which addresses items related to Benchmark 2 of the agreement.

Please see the attached resolution (*1<sup>st</sup> of two readings*).

**ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT  
BETWEEN THE SEALY ECONOMIC DEVELOPMENT CORPORATION  
AND THE FIRST BAPTIST CHURCH OF SEALY**

STATE OF TEXAS

§

COUNTY OF AUSTIN

§

§

This Economic Development Performance Agreement (the "Agreement") is between the Sealy Economic Development Corporation, a Section 4B corporation created pursuant to the authority of the Development Corporation Act of 1979, as amended ("EDC"), and The First Baptist Church of Sealy ("Building Owner, hereinafter sometimes collectively referred to as the "Parties." The project is referred to as the Good Samaritan Project

**RECITALS**

**WHEREAS**, this Agreement is intended to encourage and promote new or expanded business development and stimulate employment in the City of Sealy, Texas ("Sealy") and the surrounding area; and

**WHEREAS**, pursuant to Texas Local Government Code Section 505.158 of the Development Corporation Act, the EDC may execute performance agreements with certain business enterprises to provide funding or make expenditures of public subsidies on behalf of a business enterprise in furtherance of permissible economic development projects; and

**WHEREAS**, Building Owner has requested and the EDC desires to provide financial assistance for business development expenditures that promote economic development for a downtown resale shop, located at 219 W. Front Street ("Property") to provide funding for building improvements, including: façade, signage, and Americans with Disabilities Act bathroom improvements, and other associated expenses to promote new and expanded business development.

**WHEREAS**, the EDC finds the Project is appropriate pursuant to Texas Local Government Code Chapter 505, Subchapter D, Section 505.158; and

**WHEREAS**, the EDC finds it is duly authorized by the Constitution and laws of the State of Texas to enter into this Agreement; and

**WHEREAS**, the commitments contained in this Agreement shall become legally binding obligations enforceable against the Parties upon the EDC and Building Owner approving and executing this Agreement; and

**WHEREAS**, the Recitals as set forth above are declared true and correct and are hereby incorporated as part of this Agreement;

**NOW THEREFORE, FOR AND IN CONSIDERATION** of the mutual benefits and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the EDC and The First Baptist Church of Sealy agree as follows:

## DEFINITIONS

*Benchmark* means all the performance criteria requirements outlined in this Agreement, which the Building Owner must satisfy in order to qualify for the SEDC Grant.

*Grant* means the economic development funds the SEDC tenders to the Building Owner in an amount not to exceed \$12,500.00 (TWELVE THOUSAND FIVE HUNDRED DOLLARS), under the conditions of this Agreement. Otherwise, the Grant proceeds shall accrue interest until repaid in accordance with the terms of this Agreement.

*Improvements* shall mean those certain improvements which increase the appraised value of property that may result from the upgrading, construction, alteration, or installation of buildings, structures, fixed machinery, equipment, and/or personal property.

*Undocumented worker* shall mean an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States.

## TERMS

1.1. Grant. The EDC agrees to tender a grant in an amount not to exceed \$12,500.00 to Building Owner for business development expenditures that promote economic development for a downtown resale shop, which is located at 219 W. Front Street to provide funding for building improvements, including: façade, signage, and Americans with Disabilities Act bathroom improvements, and other associated expenses to promote new and expanded business development. The total capital investment for the Good Samaritan project will be at least \$25,000. The building owner, Sealy First Baptist Church, may sell, donate, convey, lease, or transfer building ownership to Sealy Ministerial Alliance. In the event the building ownership is sold, donated, conveyed, leased, or transferred to the Sealy Ministerial Alliance, the terms of this agreement shall transfer to the Sealy Ministerial Alliance.

a. Benchmark 1.1.: Building Owner shall:

Complete façade improvements, including painting, planter boxes, and installing a new entry door. Complete Americans with Disabilities Act improvements to the public bathroom, including appropriate room/doorway dimensions, fixtures, and plumbing, in accordance with the plans and specifications outlined in Exhibit A. Complete and install a new sign and other associated expenses to promote new and expanded business development of the Good Samaritan Project. The total capital investment for the Good Samaritan Project shall be at least \$25,000. In addition, the building owner shall pass final inspections for the associated façade, Americans with Disabilities Act bathroom, and signage improvements from the City of Sealy, Texas, which must occur on or before May 2, 2026.

If Benchmark 1 is completed timely, EDC shall pay Building Owner \$12,500.00 within forty-five (45) days of receiving a copy of receipts showing the total capital investment of at least \$20,000.00 for the façade improvements, \$3,000.00 for the sign, and \$2,000.00 for the Americans with Disabilities Act (ADA) bathroom improvements, in accordance with Exhibit A. In the event that the final capital investment for any individual improvement

listed in Section 1 is less than the specified amount, the EDC's payment obligation shall be a reimbursement of up to fifty percent (50%) of the total amount spent for each specific improvement, rather than the full \$12,500.00 grant. This reimbursement shall not exceed the full grant amount of \$12,500.00. The Non-Profit must provide all receipts and documentation to justify any reimbursement claim under this provision.

**b. Benchmark 2: Building Owner shall:**

Retain building ownership, and the Good Samaritan retail business, and not sell or assign such building, or operation to another person or entity for two (2) years from the city's approved final inspections of the associated improvements for the façade, ADA bathroom, and sign, except as identified in Section 1.1 of this agreement.

c. Extensions: The EDC Executive Director or Board President may extend any timeframes in this Section 1.1.a. for good cause, but in no event shall the Executive Director or Board President be authorized to grant an extension for longer than six (6) months. Good cause includes, but is not limited to, local, state, or federal economic restrictions or regulations that impose difficulty in operating its business.

d. Modifications: Any modifications must first receive approval from the Executive Director or Board President. The terms of this agreement may be revised at the discretion of the EDC Executive Director or Board President. Additionally, the EDC Executive Director or Board President may bring any possible revision of the terms of the agreement to the attention of the EDC Board and Council for their review and/or approval. The Executive Director or Board President may require EDC and City Council approval of a request for modification. Failure to obtain such approval prior to making any such modifications could render the applicant ineligible to receive grant funding. Any modifications that result in legal fees, which may be incurred as a result of any legal action required to amend the performance agreement, may be the responsibility of the grant recipient.

1.2. Proof of Proper Expenditure. As a condition of this Agreement, within forty-five (45) days from completion of work, Building Owner shall provide the EDC with a copy of proof of paid receipt(s) demonstrating the use of the grant funds provided in paragraph 1.1. a.

1.3. No Assumption. By executing this Agreement, the EDC assumes no obligation, duty, or other responsibility with regard to any duty, right, obligation, liability, or responsibility associated with the Good Samaritan Project for which Building Owner is responsible, nor does the EDC assume any legal liability for any action, duty, right, obligation, or responsibility of Building Owner or its successors or assigns by virtue of the execution of this Agreement.

1.4. Completion. This Agreement shall be deemed complete upon (1) the EDC tendering its grant to Building Owner, or upon Building Owner's request, tendering the grant to a third-party on behalf of Building Owner, and (2) Building Owner tendering to the EDC copies of receipts or other invoices demonstrating the use of the grant for expenditures relating to the façade, sign, and Americans with Disabilities Act improvements, and other associated expenses to promote new and expanded business development of the Good Samaritan Project; (3) Once the Building Owner has received and passed final inspection for associated façade, Americans with Disabilities Act bathroom, and signage improvements from the City of Sealy, Texas.

1.5. Default and recapture. Building Owner shall be in default under this Agreement if it uses the EDC's grant for any purpose other than for expenditures related to the Good Samaritan Project or fails to complete work in the timeframe set forth herein. In the event of default, Building Owner shall refund any and all grant fund proceeds to the EDC. Upon default, Building Owner shall tender a refund to the EDC within thirty (30) days of the EDC sending a written demand for repayment and recapture. Building Owner shall refund to the EDC any and all grant funds, and reimburse the EDC for all attorneys' fees and costs which may be incurred as a result of any legal action required to seek reimbursement of all grant funding received by Building Owner. In the event that an amendment to the executed agreement is requested by Building Owner, any legal fees which may be incurred as a result of any legal action required to amend the performance agreement may be the responsibility of Building Owner.

1.6. Merger. The terms contained in this Agreement represent the final agreement among and between the Parties with respect to the subject matter hereof and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. The Parties agree that by entering into this Agreement, they have not relied upon any representation other than those contained in this Agreement. The Parties agree that they have read this Agreement, sought the advice of counsel, understand the terms of this Agreement, and have executed this Agreement voluntarily.

1.7. Undocumented Workers. Building Owner shall provide the building to a business at 219 W. Front Street that will not employ undocumented workers, defined as an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. Building Owner must agree that if, after receiving grant funds, occupying business is convicted of a violation under 8 U.S.C. Section 1324a(f), Building Owner shall repay the amount of the grant funds with interest, at the rate of 12% per annum, or the maximum allowed by law, within 120 days after the SEDC notifies Building Owner of the violation. The SEDC shall have the authority to bring a civil action to recover any amounts that the Building Owner must repay the SEDC under this provision, and in such action may recover court costs and reasonable attorney fees.

**AGREED AND ACCEPTED:**

Sealy Economic Development Corp.

\_\_\_\_\_

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

Its: President

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

**AGREED AND ACCEPTED:**

Building Owner, First Baptist Church,  
Sealy

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

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

**RESOLUTION 2025-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEALY, TEXAS, APPROVING SEALY ECONOMIC DEVELOPMENT CORPORATION'S EXPENDITURE OF FUNDS USING A HISTORIC DISTRICT & BUSINESS IMPROVEMENT GRANT TO THE BUILDING OWNER OF 219 W FRONT STREET, SEALY FIRST BAPTIST CHURCH, (THE GOOD SAMARITAN PROJECT) TO PROMOTE NEW AND EXPANDED BUSINESS DEVELOPMENT.**

\* \* \* \* \*

**WHEREAS**, the Sealy Economic Development Corporation ("SEDC") approved a performance agreement on September 23, 2025, with the Sealy First Baptist Church (The Good Samaritan Project) in an amount not to exceed \$12,500.00 to promote new and expanded business development; and

**WHEREAS**, Texas Local Government Code - LOC GOV'T § 505.158. *Projects Related to Business Development in Certain Small Municipalities (b)* A Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation's authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings; and

**WHEREAS**, the City Council finds that the SEDC complied with state law regarding such funding;

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

**SECTION 1.** The facts and recitations contained in the preamble to the Resolution are true and correct and incorporated herein for all purposes.

**SECTION 2.** The City Council authorizes the expenditure of funds by the SEDC in an amount not to exceed \$12,500.00 to the Sealy First Baptist Church (The Good Samaritan Project) to promote new and expanded business development pursuant to Texas Local Government Code, Section 505.158, and in compliance with the terms and conditions of the Performance Agreement.

**SECTION 3.** Severability. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Resolution 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 Resolution as a whole or any part or 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, or whether there be one or more parts.

**SECTION 4.** That this Resolution shall be in full force upon second reading.

**PASSED AND APPROVED ON FIRST READING** this 7th day of October, 2025.

**PASSED AND APPROVED ON SECOND READING** this 21st day of October, 2025.

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Carolyn Bilski, Mayor

ATTEST:

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Sandra Vrablec, City Secretary

Item #2



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

SUBMITTED BY: Patrick Parsons, Public Works Director  
MEETING DATE: October 7, 2025

## STAFF REPORT

### DESCRIPTION

Discussion regarding the Westview Terrace Drainage Project, the first of two phases B&PW Park Retention Pond Expansion and Storm Sewer Improvements Project, and Possible Action regarding Approving a Contract with Vera Industries for the Westview Terrace Drainage Project and the Mayor to execute same.

### ANALYSIS

On September 25, 2025 the city of Sealy, Strand and contractor Vera Industries held a City's Citizen Information meeting. The city of Sealy did make and handed out door hangers for this meeting. There were a few home owners that showed up and expressed their issues with the Westview drainage project.

The City Council awarded the Westview Terrace Storm Sewer Improvements-Rebid project to Vera Industries, LLC in the amount of \$3,787,785.50 at its council meeting on August 5, 2025. The objective of this project is to mitigate flooding that has historically occurred along Sunset Avenue, Westview Terrace Drive, and Eagle Lake Road. While Austin County is also performing drainage improvements in the area, the County's project is only intended to mitigate flooding concerns downstream of the Westview Terrace neighborhood, not within the neighborhood itself. The City and Strand Associates held a pre-construction conference with Vera Industries on September 16, 2025, and a Citizen Project Meeting with affected residents on September 25, 2025. Vera Industries has executed the construction contracts and provided the specified performance and payment bonds, and certificates of insurance for the Westview Terrace Storm Sewer Improvements-Rebid project. If approved by the City Council, construction is anticipated to proceed forward starting on October 13, 2025.

To view contract, please use this link.

<https://drive.google.com/file/d/11JADdYf83HLCvJezOj9YSn4RrcUAanIU/view?usp=sharing>

### RECOMMENDATION

Staff recommends that a motion be made to approve and authorize the Mayor to execute the construction contracts for the Westview Terrace Storm Sewer Improvements-Rebid project.

### FINANCIAL IMPACTS

## Sandra Vrablec

---

**From:** Tinsley, Ryan <Ryan.Tinsley@strand.com>  
**Sent:** Monday, September 29, 2025 2:20 PM  
**To:** Kimbra Hill; Tim Kirwin  
**Cc:** Sandra Vrablec; Michael Barrow; Patrick Parsons; Engelke, Jared  
**Subject:** FW: RE: Contract PDF-Sealy Westview (3903.085.2-2024R)

Good Afternoon,

Below is a link to download the Contractor-executed construction contract with insurance and bonds for the Westview Terrace Storm Sewer Improvements-Rebid project. Two hard-copy originals of the construction contracts were hand-delivered to the City on Friday, September 19, 2025. Please note the link will expire in 15-days.

Let me know if you have any questions.

Thanks,  
Ryan



**Ryan Tinsley, P.E., ENV SP**  
Strand Associates, Inc.® (F-8405)  
979.836.7937 ext. 6241  
[ryan.tinsley@strand.com](mailto:ryan.tinsley@strand.com) | [www.strand.com](http://www.strand.com)  
P.E. (KY, TX)

*Excellence in Engineering<sup>SM</sup>*

**From:** Laake, Renee <Renee.Laake@strand.com>  
**Sent:** Monday, September 29, 2025 1:19 PM  
**To:** Tinsley, Ryan <Ryan.Tinsley@strand.com>  
**Subject:** RE: Contract PDF-Sealy Westview (3903.085.2-2024R)

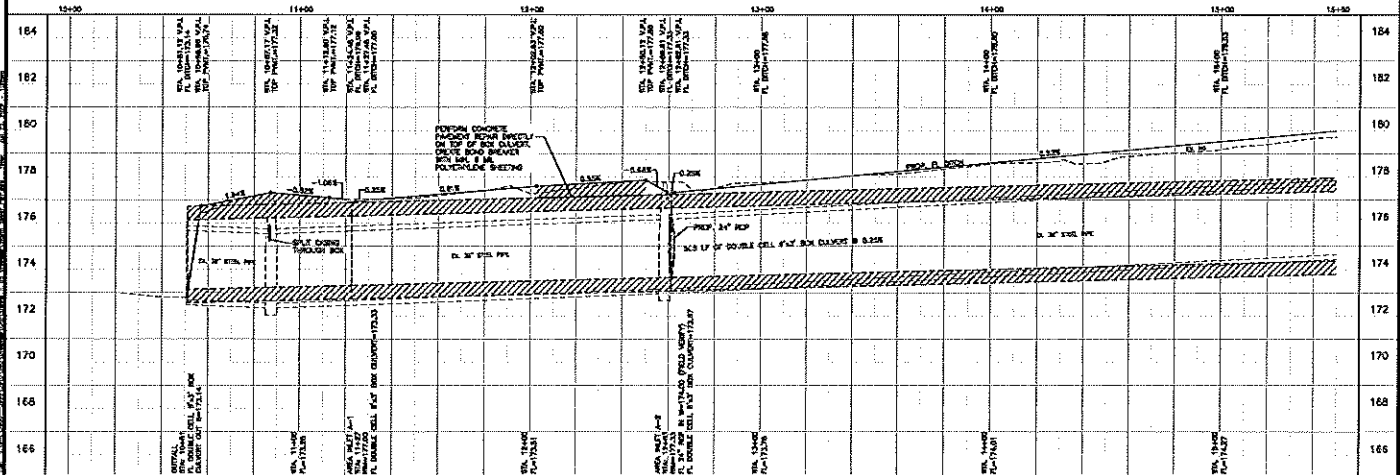
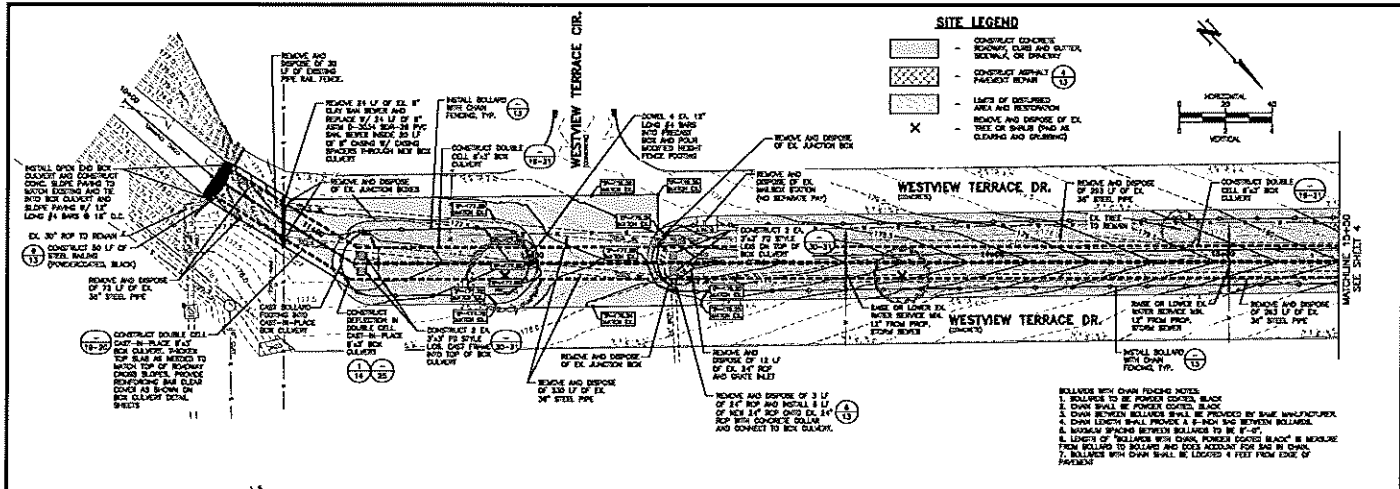
Ryan,

Please see the below PDF link to the Contract Document that contains the Contractor's forms for the City of Sealy/Contract 2-2024R:

**Sealy.2-2024R.Partial.Exec.Contracts-Contractor.pdf** (20.74 MB) in FileDrop\_group  
<https://strand.tuyu.io/publicDownload/k79zzijrjixvlals>

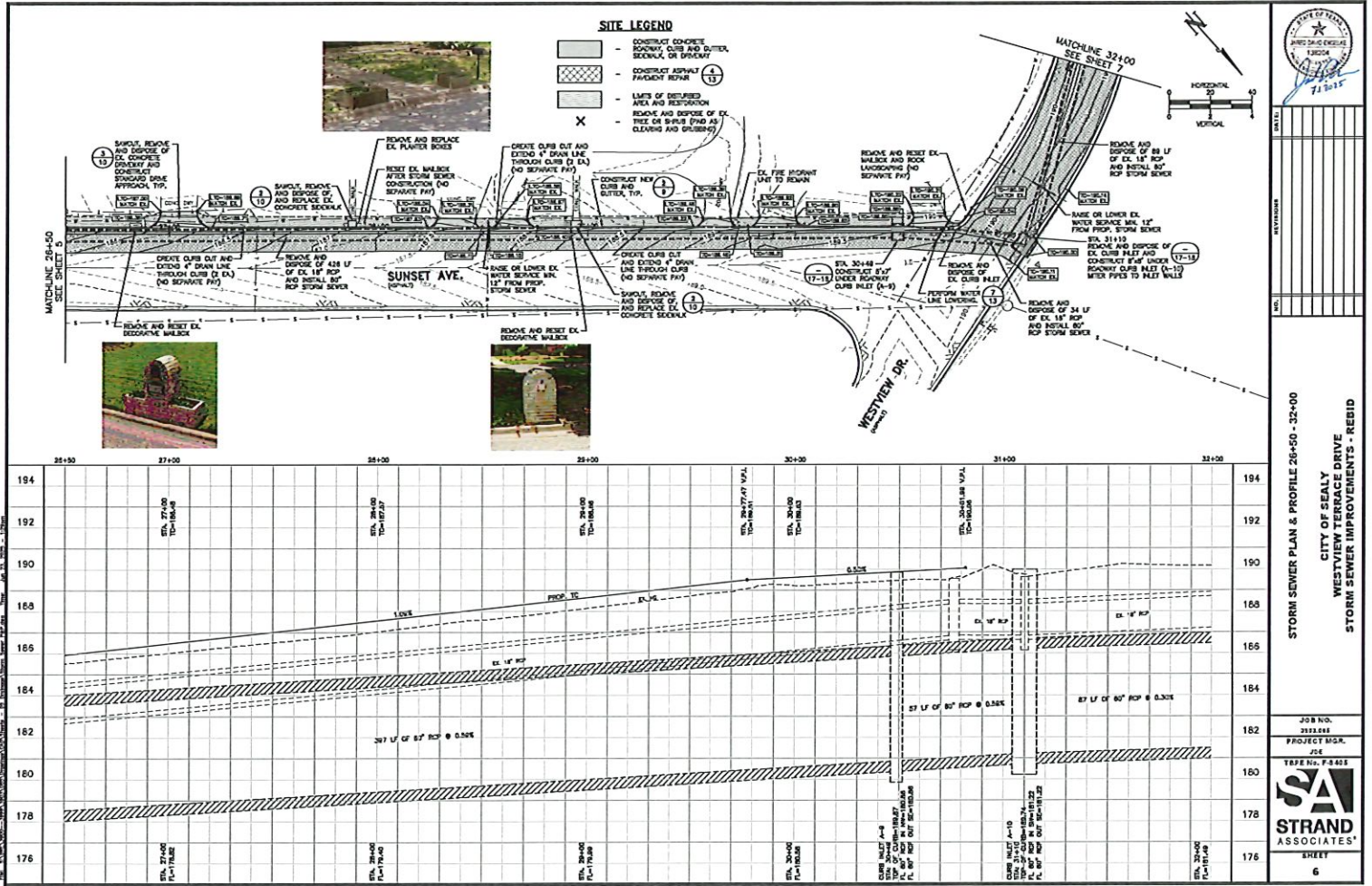
This link will expire on **10/14/25 at 12:14 pm CDT**

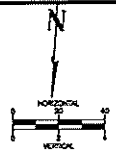
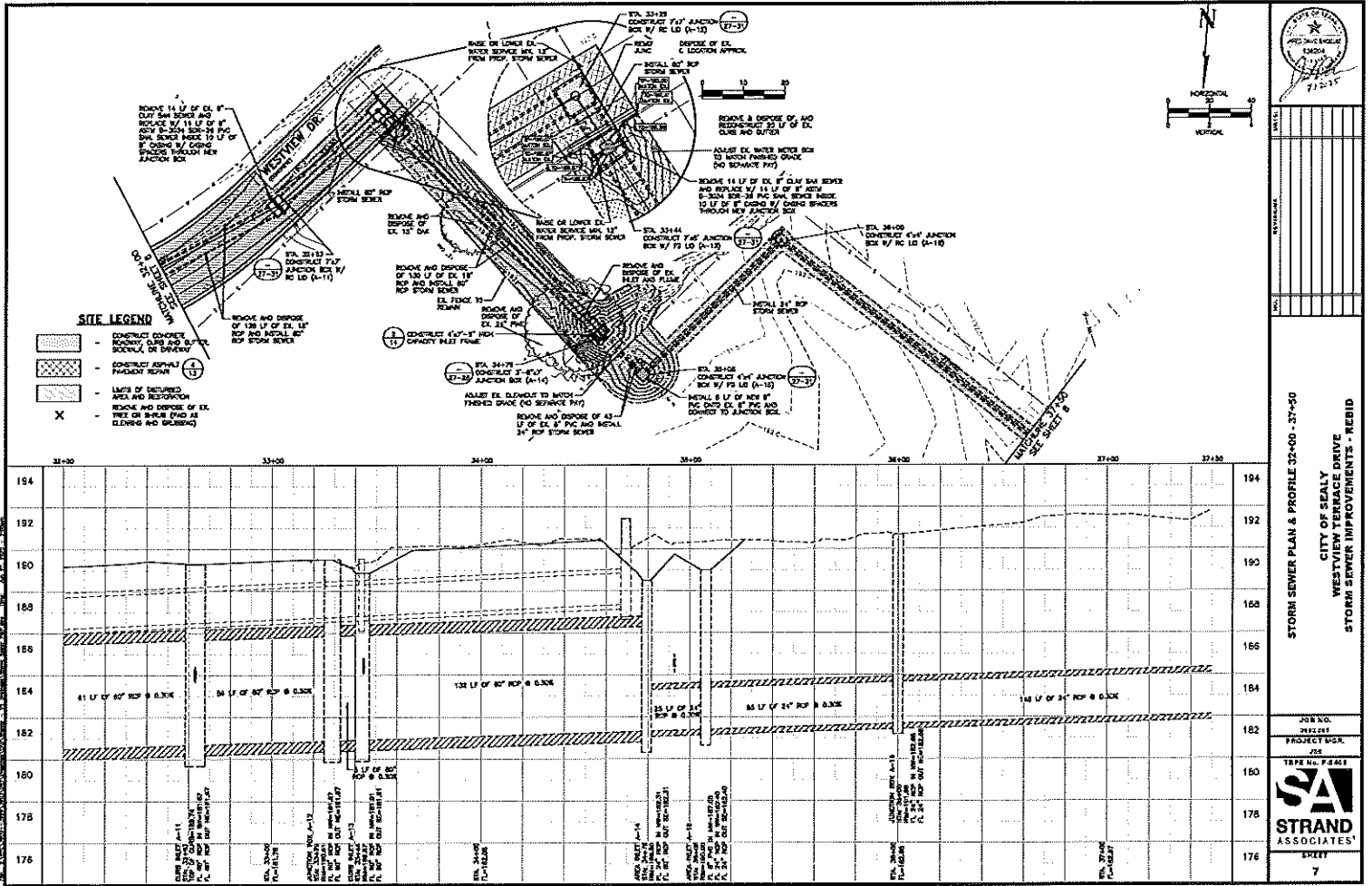
Thank you,











DATE	
REVISION	
NO.	

STORM SEWER PLAN & PROFILE 32+00 - 37+50  
 CITY OF SEALY DRIVE  
 WESTON IMPROVEMENTS - REID

JOB NO. 31214  
 PROJECT WSR 215  
 TRF# No. P-0411  
  
 SHEET 7





**Item #3**



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

SUBMITTED BY: Patrick Parsons, Public Works Director  
MEETING DATE: October 7, 2025

## STAFF REPORT

### DESCRIPTION

Discussion and Possible Action regarding Approving a Contract and Exhibit A with Avila Construction Group for the Rexville Water Plant Project, and the Mayor to execute same.

### ANALYSIS

The City Council awarded the Rexville Road Water Plant project to Avila Construction Group, LLC in the amount of \$4,502,400.00 at its council meeting on September 3, 2025, and authorized the Mayor to execute the construction contracts contingent upon City Attorney review. The construction contracts for the Rexville Road Water Plant project were compiled and mailed to Avila Construction Group on September 10, 2025. On September 16, 2025, Avila Construction Group notified Strand Associates that its bonding company is requiring the City to execute a Funds Control Agreement (refer to the enclosed Exhibit A), later noting the purpose for the Funds Control Agreement is as follows:

*"Funds control is a way for the bonding company to protect both itself and the project owner (the City of Sealy in this case). Essentially, project funds go into the escrow account and are not released to the contractor (Avila) until we have proven to the escrow company that we have paid all subs and vendors on the project. This ensures all debt obligations are met and mitigates the risk of bond claims. This has no impact on the owner except that instead of paying us directly, they pay the escrow company. No other action is needed on their end, and they receive additional protection against claims. Since we (Avila) are a smaller company, the bond company requires this of us as an extra layer of protection to them. We recently completed a project in Robstown, and are about halfway through a project in Hitchcock, that used/are using funds control. If you would like, I can connect you with either of those engineers. Additionally, my bond agent is willing to discuss the process with you or the owner as needed."*

Once the City executes the Funds Control Agreement, the bonding company will issue the performance and payment bonds, and Avila Construction Group will execute the construction contracts for the Rexville Road Water Plant project. Once Avila Construction Group has executed the construction contracts and provided the specified performance and payment bonds, and certificates of insurance to Strand Associates, Strand will provide both hard-copy originals and a PDF of the construction contracts to the City for its review.

To view contract documents, please use this link

[https://drive.google.com/drive/folders/1Vw1FroeYU\\_ohbqWCyaCUdKSgabs8pMF7?usp=sharing](https://drive.google.com/drive/folders/1Vw1FroeYU_ohbqWCyaCUdKSgabs8pMF7?usp=sharing)

## RECOMMENDATION

Staff recommends that a motion be made to: (1) approve and authorize the Mayor to execute the Funds Control Agreement and (2) approve and authorize the Mayor to execute the construction contracts for the Rexville Road Water Plant project once executed by Avila Construction Group and provided by Strand Associates for City review.

## FINANCIAL IMPACTS

information in error, you are hereby notified that any dissemination, distribution or copying of this communication is prohibited. If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer.

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**From:** Tinsley, Ryan <[Ryan.Tinsley@strand.com](mailto:Ryan.Tinsley@strand.com)>  
**Sent:** Sunday, September 21, 2025 6:57 AM  
**To:** Tim Kirwin <[kirwinlawfirm@outlook.com](mailto:kirwinlawfirm@outlook.com)>; Kimbra Hill <[khill@ci.sealy.tx.us](mailto:khill@ci.sealy.tx.us)>  
**Cc:** Sandra Vrablec <[svrablec@ci.sealy.tx.us](mailto:svrablec@ci.sealy.tx.us)>; Michael Barrow <[mbarrow@ci.sealy.tx.us](mailto:mbarrow@ci.sealy.tx.us)>; Ruiz, Morgan <[Morgan.Ruiz@strand.com](mailto:Morgan.Ruiz@strand.com)>  
**Subject:** Re: Rexville Rd Water Plant - Funds Control

Tim - that should be fine.

Thanks,  
Ryan

-

**Ryan D. Tinsley, P.E., ENV SP**  
Strand Associates, Inc.  
979-836-7937

---

**From:** Timothy Kirwin <[kirwinlawfirm@outlook.com](mailto:kirwinlawfirm@outlook.com)>  
**Sent:** Friday, September 19, 2025 8:07 PM  
**To:** Tinsley, Ryan <[Ryan.Tinsley@strand.com](mailto:Ryan.Tinsley@strand.com)>; [khill@ci.sealy.tx.us](mailto:khill@ci.sealy.tx.us) <[khill@ci.sealy.tx.us](mailto:khill@ci.sealy.tx.us)>  
**Cc:** Sandra Vrablec <[svrablec@ci.sealy.tx.us](mailto:svrablec@ci.sealy.tx.us)>; Michael Barrow <[mbarrow@ci.sealy.tx.us](mailto:mbarrow@ci.sealy.tx.us)>; Ruiz, Morgan <[Morgan.Ruiz@strand.com](mailto:Morgan.Ruiz@strand.com)>  
**Subject:** RE: Rexville Rd Water Plant - Funds Control

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

I am fine with this Amendment.

Ryan: I would like CC to approve. Does having this approved at the October 7th meeting put the City in any bind time wise? Thank you. Tim

Timothy B. Kirwin

Kirwin Law Firm, PLLC  
9211 Campbell Road  
Houston, Texas 77080  
Telephone: (281) 810-2617  
Fax: (713) 510-1805

----- Original message -----

From: "Tinsley, Ryan" <[Ryan.Tinsley@strand.com](mailto:Ryan.Tinsley@strand.com)>  
Date: 9/16/25 9:09 AM (GMT-06:00)  
To: [khill@ci.sealy.tx.us](mailto:khill@ci.sealy.tx.us), Timothy Kirwin <[kirwinlawfirm@outlook.com](mailto:kirwinlawfirm@outlook.com)>  
Cc: Sandra Vrablec <[svrablec@ci.sealy.tx.us](mailto:svrablec@ci.sealy.tx.us)>, Michael Barrow <[mbarrow@ci.sealy.tx.us](mailto:mbarrow@ci.sealy.tx.us)>, "Ruiz, Morgan" <[Morgan.Ruiz@strand.com](mailto:Morgan.Ruiz@strand.com)>  
Subject: FW: REXVILLE RD WATER PLANT - FUNDS CONTROL

All,

As a condition of its bonding company, Avila Construction Group has retained the Southwest Escrow Company to receive project payments from the City and to pay its suppliers and subcontractors (see attached Funds Control Agreement). There are several reasons why an arrangement like this might be needed, including past financial issues, project magnitude, and newer contractor. I have not found anything online that would lead me to believe that the contractor has past financial issues, leading me to believe the need for this agreement is a combination of project magnitude and newer contractor.

Please review and let me know if any changes are needed. Otherwise, this likely needs to be signed by the Mayor.

Thanks,  
Ryan



**Ryan Tinsley, P.E., ENV SP**  
Strand Associates, Inc.® (F-8405)  
979.836.7937 ext. 6241  
[ryan.tinsley@strand.com](mailto:ryan.tinsley@strand.com) | [www.strand.com](http://www.strand.com)  
P.E. (KY, TX)

*Excellence in Engineering™*

---

**From:** Joe Paulo <[jpaulo@avilacon.net](mailto:jpaulo@avilacon.net)>  
**Sent:** Tuesday, September 16, 2025 8:46 AM  
**To:** Ruiz, Morgan <[Morgan.Ruiz@strand.com](mailto:Morgan.Ruiz@strand.com)>  
**Subject:** Rexville Rd Water Plant - Funds Control  
**Importance:** High

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

Good Morning Morgan,

Our bond company is requiring Avila to enter into a Funds Control Agreement for this project, and has requested the owner execute the attached exhibit for this purpose. The only impact this has on the owner is that instead of paying Avila directly, they pay the escrow company listed in the attached document. Can you forward this agreement to them for their signature?

If you or the owner have any questions about this, please let me know.

Thanks,

Joe Paulo, PE  
**Avila Construction Group, LLC**  
President  
210-906-9313

---

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EXHIBIT A

ASSIGNMENT OF CONTRACT FUNDS AND CONSENT THERETO

This Assignment of Contract Funds and Consent Thereto (hereinafter "Assignment") is entered into this 15th day of September, 2025 with Avila Construction Group, LLC("Contractor") and City of Sealy, Texas("Owner").

RECITALS

WHEREAS, Contractor has entered into an agreement for construction or other services ("Construction Contract") with Owner concerning that certain project known as Rexville Road Water Plant Contract 1-2024, City of Sealy, Texas ("Project").

WHEREAS, Contractor was required to obtain performance, payment and maintenance bonds (the "Bonds") regarding the Construction Contract and the Project;

WHEREAS, [REDACTED] Company ("Surety") has agreed to issue the Bonds conditioned, in part, on Contractor selecting a fund control company to receive and disburse monies due under the Construction Contract;

WHEREAS, Contractor selected and retained [REDACTED] COMPANY ("SWEC"), under the [REDACTED] Disbursing Agreement dated the 15th day of September, 2025("Fund Control / Disbursement Agreement") to provide such administration services on its behalf; and

WHEREAS, Contractor binds himself his successors, assigns and legal representatives, to all covenants of this Assignment.

WHEREAS, Surety acknowledges that the Owner will make payments directly to SWEC for the purpose of carrying out SWEC's obligations under the Fund Control / Disbursing Agreement and agrees that this change in payment terms does not cause Owner to be in default of any previous agreements on payments.

CLAUSES

NOW THEREFORE, in consideration of the preceding recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Contractor agree as follows:

1. Through this instrument, Contractor requests, and Owner consents, that all Contract Funds due Contractor under the Construction Contract shall be mailed directly to [REDACTED] at [REDACTED] or by wire transfer directly to [REDACTED], Account number [REDACTED] including, but not limited to, any and all amounts now due, scheduled to become due in the future, or which become due on account of any increases in or

amendments, additions, supplements, extensions, extras, change orders, additional work or other additional matters relating to the Construction Contract (collectively the "Contract Funds"). The foregoing assignment of Contract Funds is irrevocable, unconditional and absolute, and is not for security purposes. The parties recognize however that the foregoing does not prevent the Owner from withholding from payment to SWEC any amounts Owner would be entitled to withhold from Contractor by virtue of terms of the Construction Contract or by law.

2. The Contractor represents and warrants that he has full legal authority to enter into this Assignment, and that he has taken all corporate action necessary to authorize himself to enter into and perform under the Construction Contract and this Assignment.
3. SWEC shall distribute the Contract Funds received under this Assignment in accordance with the terms and conditions of the Fund Control / Disbursement Agreement in order to discharge Contractor's obligations to subcontractors and suppliers for any work performed under the Construction Contract.

City of Sealy, Texas  
(Owner)

Avila Construction Group, LLC  
(Contractor)

By: (Sign) \_\_\_\_\_

By: (Sign) J. Paulo

By: (Print) \_\_\_\_\_

By: (Print) Joe Paulo, PE

Its: \_\_\_\_\_

Its: President

Email: \_\_\_\_\_

Email: jpaulo@avilacon.net

**NOTE: This must be signed by an authorized representative of the Owner. The architect or engineer should not sign this document.**

Item #4



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

SUBMITTED BY: Patrick Parsons, Public Works Director

MEETING DATE: October 7, 2025

## STAFF REPORT

### DESCRIPTION

Discussion and Possible Action regarding Approving a Contract with Vera Industries for the Texas Department of Transportation (TxDOT) Utilities Extension Project, and the Mayor to execute same.

### ANALYSIS

The City Council awarded the TxDOT Facility Utility Service Extensions project to Vera Industries, LLC in the amount of \$483,432.30 at its council meeting on September 16, 2025, and authorized the Mayor to execute the construction contracts contingent upon City Attorney review and TxDOT agreeing to increase its funding support for the project to cover the bid award plus a contingency. TxDOT has agreed to increase its funding limit to \$605,932.30 by the updated purchase order that was included under the Consent Agenda. The construction contracts for the TxDOT Facility Utility Service Extensions project were compiled and mailed to Vera Industries the week of September 29, 2025.

Once Vera Industries has executed the construction contracts and provided the specified performance and payment bonds, and certificates of insurance to Strand Associates, Strand will provide both hard-copy originals and a PDF of the construction contracts to the City for its review.

To view contract, please use this link.

[https://drive.google.com/drive/folders/1JZ\\_Cf2gIvtH7GoSF\\_BYZnLi0YoGqjVpq?usp=sharing](https://drive.google.com/drive/folders/1JZ_Cf2gIvtH7GoSF_BYZnLi0YoGqjVpq?usp=sharing)

### RECOMMENDATION

Staff recommends that a motion be made to approve and authorize the Mayor to execute the construction contracts for the TxDOT Facility Utility Service Extensions project once executed by Vera Industries and provided by Strand Associates for City review.

### FINANCIAL IMPACTS



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

September 5, 2025

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

Re: TxDOT Facility Utility Service Extensions  
Contract 1-2025  
City of Sealy, Texas

Dear Ms. Hill:

Bids for the above-referenced Project were opened on August 26, 2025. Three responsive Bids were received with the resulting Bid tabulation enclosed. The low Bid of \$483,432.30 was less than ENGINEER's opinion of probable construction cost. The second low Bid of \$523,382.00 was also less than ENGINEER's opinion of probable construction cost. The third low Bid of \$528,210.00 was also less than ENGINEER's opinion of probable construction cost.

Vera Industries, LLC of Missouri City, Texas, was the apparent low Bidder at \$483,432.30. The Bid included a Bid Bond for 5 percent. The Bid is deemed to be responsive.

Mercer Construction Company of Edna, Texas, was the second apparent low Bidder at \$523,382.00. The Bid included a Bid Bond for 5 percent. The Bid is deemed to be responsive.

ML Contracting, Inc. of San Antonio, Texas, was the third apparent low Bidder at \$528,210.00. The Bid included a Bid Bond for 5 percent. The Bid is deemed to be responsive.

Strand Associates, Inc.® has not previously worked with Vera Industries, LLC. However, the City of Sealy recently awarded its Westview Terrace Drive Storm Sewer Improvements Project to Vera Industries, LLC.

Strand Associates, Inc.® has previously worked with Mercer Construction Company on projects for the City of Caldwell, City of Eagle Lake, and the City of Sealy. For those projects, the owners determined Mercer Construction Company to be responsible.

Strand Associates, Inc.® has previously worked with ML Contracting, Inc. on the Sealy EDC Parking Lots Project.

TBPE No. F-8405  
TBPLS No. 10030000

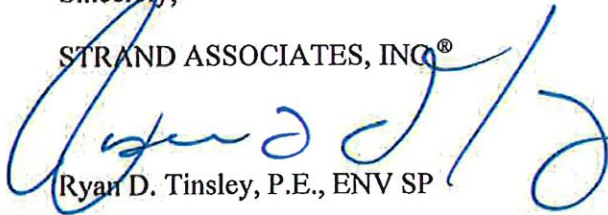
3903.089BEP(10)R(BRE)Documents\Specifications\Archive\2025\Sealy, City of (TX)\3903.089.1-2025 BEP(16) Specification Letters(a) Resulting Bid Tabulation\090525.docx

Ms. Kimbra Hill, City Manager  
City of Sealy  
Page 2  
September 5, 2025

Once you determine which Bidders are responsible, we recommend proceeding with award of the Contract to the responsible Bidder with the lowest Bid in accordance with Article 18 of the Instructions to Bidders.

Sincerely,

STRAND ASSOCIATES, INC.®



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

Enclosure

Bids Received: 10 A.M.  
August 26, 2025

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

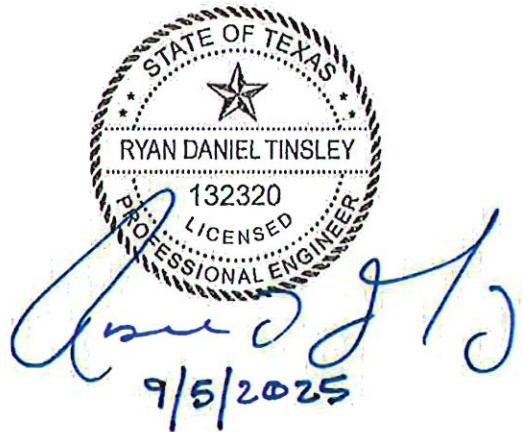
CITY OF SEALY  
SEALY, TEXAS  
TXDOT FACILITY UTILITY SERVICE EXTENSIONS  
CONTRACT 1-2025

BID TABULATION SUMMARY

Bidder and Address	Bid Bond or Guarantee	Addenda Acknowledged	Computed Total Bid
Vera Industries, LLC 2440 Texas Parkway, Suite 268 Missouri City, TX 77489	5%	NA	\$483,432.30
Mercer Construction Company 909 North Colorado Street Edna, TX 77957	5%	NA	\$523,382.00
ML Contracting, Inc. 126 Lanark Drive, Suite E San Antonio, TX 78218	5%	NA	\$528,210.00 *\$521,370.00

\*CONTRACTOR'S COMPUTED TOTAL

Reviewed by: Rostyk Fedorako



9/5/2025

Bids Received: 10 A.M., August 26, 2025

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

CITY OF SEALY  
 SEALY, TEXAS  
 TXDOT FACILITY UTILITY SERVICE EXTENSIONS  
 CONTRACT 1-2025  
 BID TABULATION BREAKDOWN

		Vera Industries, LLC 2440 Texas Parkway Suite 268 Missouri City, TX 77489		Mercer Construction Company 909 North Colorado Street Edna, TX 77957		ML Contracting, Inc. 126 Lanark Drive, Suite E San Antonio, TX 78218			
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.	Mobilization (Not to Exceed 10 Percent of the Project Cost, EXCL Mobilization)	1	LS	\$ 24,000.00	\$ 24,000.00	\$ 30,000.00	\$ 30,000.00	\$ 40,000.00	\$ 40,000.00
2.	Furnish and Install 4-IN American Standard for Testing and Materials (ASTM) D-2513 Standard Dimension Ratio (SDR) 11 Polyethylene Gas Main by Open Cut	2,537	LF	\$ 32.00	\$ 81,184.00	\$ 65.00	\$ 139,535.00	\$ 35.00	\$ 88,795.00
3.	Furnish and Install 4-IN ASTM D-2513 SDR 11 Polyethylene Gas Main by Bore (No Casing)	65	LF	\$ 102.00	\$ 6,630.00	\$ 140.00	\$ 9,100.00	\$ 45.00	\$ 2,925.00
4.	Furnish and Install 4-IN ASTM D-2513 SDR 11 Polyethylene Gas Main Inside 8-IN Welded Steel Casing by Bore (INCL Two Plugs and Two Vents per Highway Crossing)	285	LF	\$ 157.50	\$ 44,887.50	\$ 210.00	\$ 59,850.00	\$ 98.00	\$ 27,930.00
5.	Furnish Materials and Equipment to Make the Connection to the Existing 4-IN Gas Main	1	EA	\$ 6,804.00	\$ 6,804.00	\$ 1,200.00	\$ 1,200.00	\$ 4,500.00	\$ 4,500.00
6.	Furnish and Install 4-IN Polyethylene Gas Gate Valve and Box	5	EA	\$ 4,379.50	\$ 21,897.50	\$ 1,750.00	\$ 8,750.00	\$ 5,500.00	\$ 27,500.00
7.	Furnish Equipment and Materials to Make Gas Service Tap and Connection to New Meter	1	EA	\$ 6,804.00	\$ 6,804.00	\$ 2,050.00	\$ 2,050.00	\$ 4,700.00	\$ 4,700.00

				Vera Industries, LLC 2440 Texas Parkway Suite 268 Missouri City, TX 77489		Mercer Construction Company 909 North Colorado Street Edna, TX 77957		ML Contracting, Inc. 126 Lanark Drive, Suite E San Antonio, TX 78218	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
8.	Furnish and Install 6-IN American Water Works Association (AWWA) C900 Dimension Ratio (DR)18 Water Main by Open Cut	592	LF	\$ 65.50	\$ 38,776.00	\$ 64.00	\$ 37,888.00	\$ 95.00	\$ 56,240.00
9.	Furnish and Install 6-IN AWWA C900 DR18 Restrained Joint Integral Bell (RJI)B PVC Water Main Inside 12-IN Welded Steel Casing by Bore	80	LF	\$ 293.00	\$ 23,440.00	\$ 295.00	\$ 23,600.00	\$ 175.00	\$ 14,000.00
10.	Furnish and Install 6-IN AWWA C900 DR18 RJI B PVC Water Main by Open Cut	48	LF	\$ 187.00	\$ 8,976.00	\$ 80.00	\$ 3,840.00	\$ 95.00	\$ 4,560.00
11.	Furnish and Install 6-IN AWWA C900 DR18 RJI B PVC Water Main by Bore (No Casting)	245	LF	\$ 85.50	\$ 20,947.50	\$ 136.00	\$ 33,320.00	\$ 105.00	\$ 25,725.00
12.	Furnish and Install 2-IN Polyethylene Water Line by Open Cut	10	LF	\$ 22.00	\$ 220.00	\$ 90.00	\$ 900.00	\$ 120.00	\$ 1,200.00
13.	Furnish and Install 6-IN by 12-IN Tapping Steeve and Valve	1	EA	\$ 16,669.00	\$ 16,669.00	\$ 5,775.00	\$ 5,775.00	\$ 4,500.00	\$ 4,500.00
14.	Furnish and Install Fire Hydrant Assembly (INCL All Fittings Required for Installation)	1	EA	\$ 18,269.00	\$ 18,269.00	\$ 7,200.00	\$ 7,200.00	\$ 9,800.00	\$ 9,800.00
15.	Furnish and Install 6-IN Gate Valve and Box	1	EA	\$ 4,217.50	\$ 4,217.50	\$ 1,930.00	\$ 1,930.00	\$ 8,500.00	\$ 8,500.00
16.	Furnish Equipment and Materials to Make Water Service Tap and Connection to New Meter	1	EA	\$ 3,813.00	\$ 3,813.00	\$ 3,400.00	\$ 3,400.00	\$ 3,500.00	\$ 3,500.00
17.	Remove and Dispose of the Existing Sanitary Sewer	20	LF	\$ 35.00	\$ 700.00	\$ 23.00	\$ 460.00	\$ 125.00	\$ 2,500.00
18.	Furnish and Install 6-IN ASTM D3034 SDR 26 Sanitary Sewer by Open Cut (0- to 6-FT Depth)	350	LF	\$ 65.00	\$ 22,750.00	\$ 70.00	\$ 24,500.00	\$ 85.00	\$ 29,750.00
19.	Furnish and Install 6-IN ASTM D3034 SDR 26 Sanitary Sewer by Open Cut (Greater than 6-FT Depth)	878	LF	\$ 65.50	\$ 57,378.00	\$ 87.00	\$ 76,212.00	\$ 100.00	\$ 87,600.00
									\$80,760.00

				Vera Industries, LLC 2440 Texas Parkway Suite 268 Missouri City, TX 77489		Mercer Construction Company 909 North Colorado Street Edna, TX 77957		ML Contracting, Inc. 126 Lanark Drive, Suite E San Antonio, TX 78218	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
20.	Furnish and Install 4-FT-DIA Precast Concrete MH	3	EA	\$ 17,110.50	\$ 51,331.50	\$ 10,100.00	\$ 30,300.00	\$ 5,500.00	\$ 16,500.00
21.	Furnish and Install 4-FT-DIA Precast Concrete MH (Greater than 5-FT)	10.4	VF	\$ 217.00	\$ 2,256.80	\$ 360.00	\$ 3,744.00	\$ 425.00	\$ 4,420.00
22.	Furnish Equipment and Materials to Make 6-IN Connection to the Existing MH	1	EA	\$ 3,253.00	\$ 3,253.00	\$ 3,900.00	\$ 3,900.00	\$ 5,425.00	\$ 5,425.00
23.	Furnish Equipment and Materials to Perform Trench Safety (Greater Than 5-FT Depth)	1,976	LF	\$ 1.50	\$ 2,964.00	\$ 3.00	\$ 5,928.00	\$ 15.00	\$ 29,640.00
24.	Furnish Equipment and Materials to Perform Site Restoration	1	LS	\$ 9,471.00	\$ 9,471.00	\$ 5,000.00	\$ 5,000.00	\$ 17,000.00	\$ 17,000.00
25.	Furnish Equipment and Materials to Perform Traffic Control in Accordance w/ the Texas Manual on Uniform Traffic Control Devices	1	LS	\$ 5,793.00	\$ 5,793.00	\$ 5,000.00	\$ 5,000.00	\$ 11,000.00	\$ 11,000.00
ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 25					\$ 483,432.30		\$ 523,382.00		\$ 528,210.00
CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 25					\$ 483,432.30		\$ 523,382.00		*\$ 521,370.00

\* CONTRACTOR'S COMPUTED TOTAL

Reviewed by *Rodolfo Fedorcho*

**Item #5**



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

SUBMITTED BY: Patrick Parsons, Public Works Director

MEETING DATE: October 7, 2025

## STAFF REPORT

### DESCRIPTION

Discussion and Possible Action regarding Strand Task Order 25-04 Amendment for the Seventh Street Water Line and Roadway Improvements Project.

### ANALYSIS

The project scope to include water line and roadway improvements along Seventh Street from Hardeman Street to Atchison Street. We discussed making this additional block a Bid Alternate, so the City would be able to decide to include it in the construction contract once the bids come in if prices are favorable. Additionally, we discussed a few options as to how we can better loop the water lines in this area, and it was decided to install new water lines between 7th Street and 8th Street along Hardeman Street and the alley between Ward Street and Hardeman Street. The additional fee associated with this portion of the work is \$10,000, as discussed with Mike. The extra \$2,000 is the additional cost for Terracon to perform an additional bore at the intersection of Seventh Street and Atchison Street.

### RECOMMENDATION

Staff Recommends to approve Task Order 25-04.

### FINANCIAL IMPACTS

- **Original Project Scope** = \$864,000 (construction) + \$50,000 (engineering and geotechnical) = **\$914,000** (total opinion of probable construction cost when presented and approved on 6/17/25)

**7/10/25:** Strand estimated cost increases to **\$1,000,000** based on inflation

- **Expanded Project Scope** = **\$1,079,000** (construction) + **\$62,000** (engineering and geotechnical) = **\$1,141,000** (total opinion of probable construction cost)

This project will be funded by **2025 CO**, which leaves an estimated remaining unassigned fund balance of \$13,579,528.17.

# OWNER REVIEW

# DRAFT



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

Amendment No. 1 to Task Order No. 25-04  
City of Sealy, Texas (OWNER)  
and Strand Associates, Inc.® (ENGINEER)  
Pursuant to Agreement for Technical Services dated September 17, 2018

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

Project Name: Seventh Street Water Line and Roadway Improvements

Under **Project Information**, REPLACE Project Description in its entirety with the following:

“Replace approximately 2,600 linear feet (LF) of existing water main with two-inch and six-inch polyvinyl chloride (PVC) water main and related appurtenances, replace approximately 450 LF of six-inch and eight-inch PVC gravity sanitary sewer and related appurtenances, and reconstruct approximately 5,650 square yards of Seventh Street from West Street to Atchison Street. The reconstruction is anticipated to include subgrade improvements and a new asphaltic surface.”

Under **Scope of Services**,

Design Services, Item No. 2, CHANGE four to “five” and ADD the following:

- “6. Conduct a topographic survey and prepare base mapping for the following locations: 7th Street from Hardeman Street to Atchison Street, Hardeman Street from 7th Street to 8th Street, and the alley located halfway between Ward Street and Hardeman Street running between 7th Street and 8th Street. Topographic survey will include the location of overhead and marked underground utilities within survey limits as field marked through Texas 811 locate request; additional requests and subsequent survey shall be considered additional services.”

Construction-Related Services, Item No. 1, CHANGE three to “four” and 90-day to “120-day.”

Under **Compensation**, CHANGE \$50,000 to “\$62,000.”

### TASK ORDER AMENDMENT AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

STRAND ASSOCIATES, INC.®

## DRAFT

\_\_\_\_\_  
Joseph M. Bunker  
Corporate Secretary

\_\_\_\_\_  
Date

OWNER:

CITY OF SEALY, TEXAS

\_\_\_\_\_  
Carolyn Bilski  
Mayor

\_\_\_\_\_  
Date

**NOT FOR SIGNATURE**  
**DRAFT**

TBPE No. F-8405  
TBPLS No. 10030000

## Sandra Vrablec

---

**From:** Faldyn, Blake <Blake.Faldyn@strand.com>  
**Sent:** Friday, September 12, 2025 5:17 PM  
**To:** Kimbra Hill; Sandra Vrablec; Michael Barrow; Patrick Parsons; Nicholas Hagen  
**Cc:** Tinsley, Ryan; Fedorko, Rostyk  
**Subject:** Sealy Seventh Street Water Line and Roadway Improvements - Amendment No. 1 (3903.092)  
**Attachments:** 3903.092.25-04.1.(OWNER REVIEW-091225).pdf

Good Afternoon,

Please see the attached Amendment No. 1 to Task Order No. 25-04 for the Seventh Street Water Line and Roadway Improvements Project, as requested by Mike and Patrick following our meeting on August 21, 2026. At this meeting, we refined the project scope to include water line and roadway improvements along Seventh Street from Hardeman Street to Atchison Street. We discussed making this additional block a Bid Alternate, so the City would be able to decide to include it in the construction contract once the bids come in if prices are favorable. Additionally, we discussed a few options as to how we can better loop the water lines in this area, and it was decided to install new water lines between 7th Street and 8th Street along Hardeman Street and the alley between Ward Street and Hardeman Street. The additional fee associated with this portion of the work is \$10,000, as discussed with Mike. The extra \$2,000 is the additional cost for Terracon to perform an additional bore at the intersection of Seventh Street and Atchison Street. Please let me know if you have any questions.

Thank you and have a great weekend!  
Blake



**Blake Faldyn**  
Strand Associates, Inc.® (F-8405)  
979.836.7937 ext. 6249  
[Blake.Faldyn@strand.com](mailto:Blake.Faldyn@strand.com) | [www.strand.com](http://www.strand.com)

*Excellence in Engineering<sup>SM</sup>*

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## Sandra Vrablec

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**From:** Michael Barrow  
**Sent:** Wednesday, September 10, 2025 8:16 AM  
**To:** Patrick Parsons  
**Cc:** Brooke Kaiser  
**Subject:** Fw: Sealy 7th Street Water Line and Roadway Improvements - Amendment Request (3903.092)

Patrick: I called Blake and we hadn't responded to him. I asked Blake if he would be able to get this on our 09.16.25 meeting and he ultimately said no. It is scheduled to be on the October 7 meeting and I let Sandra know and Kimbra both know it'll be ready for October 7 meeting staff reports the week before.

Brooke: Please note in our spreadsheet 😊

Mike

---

**From:** Faldyn, Blake <Blake.Faldyn@strand.com>  
**Sent:** Thursday, August 21, 2025 2:53 PM  
**To:** Patrick Parsons <pparsons@ci.sealy.tx.us>; Michael Barrow <mbarrow@ci.sealy.tx.us>  
**Cc:** Tinsley, Ryan <Ryan.Tinsley@strand.com>; Fedorko, Rostyk <Rostyk.Fedorko@strand.com>  
**Subject:** Sealy 7th Street Water Line and Roadway Improvements - Amendment Request (3903.092)

Good Afternoon Patrick and Mike,

Following our meeting this morning regarding the 7th Street Water Line and Roadway Improvements project, we've refined the scope and identified a few items that fall outside of our current agreement. Specifically, these include:

- Additional survey services for:
  - The two-water line extensions along Hardeman Street and the dirt alley to the existing 6-inch cast iron water main on 8th Street.
  - Full topo along 7th Street from Hardeman Street to Atchison Street for Bid Alternate No. 1 (this includes the replacement of the water line and full street reconstruction along this last block on 7th Street)
- Updates to the basemap beyond the original project limits.
- Prepare additional Drawing sheets to show the water line improvements to 8th Street and the water line and street improvements that will be included in Bid Alternate No. 1.

To effectively incorporate these elements and keep this ball rolling forward, we are requesting an amendment to our existing agreement. The estimated cost for these additional services is **\$10,000**. Additionally, should we stick with Terracon's current scope and apply it against the additional block, or would you prefer that we request that Terracon perform an additional bore and that their additional cost would be on top of the \$10,000 request?

Please let us know if you have any questions or comments regarding this request and how you would like us to proceed.

Thank you,  
Blake



**Blake Faldyn**

Strand Associates, Inc.® (F-8405)

979.836.7937 ext. 6249

[Blake.Faldyn@strand.com](mailto:Blake.Faldyn@strand.com) | [www.strand.com](http://www.strand.com)

*Excellence in Engineering<sup>SM</sup>*

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FY 2025-2026 APPROVED & PROPOSED PROJECT FUNDING SOURCE(S)

FUND BALANCE:	2018 CO	2022 CO	2025 CO	SEWER IMPACT	WATER IMPACT	GENERAL	WATER	SEWER	GAS	HOT FUNDS	EDC	Developer	GRANT	CHECK	
HIGHWAY 35 SEWER EXTENSION	\$ 1,248,331.50	\$ 732,424.00	\$ 463,900.00	\$ 1,047,152.59	\$ 898,339.70									\$ -	
This project is complete - remains on the list for tracking fund allocations														\$ -	
FEMA GENERATOR GRANT PROJECT	\$ 648,511.87	\$ -	\$ 89,710.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 648,511.87	
Includes charge order reduction (64,530)														\$ -	
REXVILLE ROAD WATER WELL & PLANT, ENG & GEO	\$ 8,236,230.00	\$ 1,097,900.00	\$ 6,728,330.00	\$ -	\$ 400,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,236,230.00	
Engineering Task Order \$														\$ -	
Water Well														\$ -	
Water Plant (w/obj) 54-502-600														\$ -	
ALLENS CREEK TRUNK SEWER, PHASE I & ENGINEERING	\$ 1,840,000.00	\$ -	\$ 1,840,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,840,000.00	
CHAPMAN B&PW DRAINAGE: WESTVIEW TERRACE	\$ 6,000,000.00	\$ -	\$ 6,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000,000.00	
Phase I: Westview Terrace Storm 53,787,785.50														\$ -	
Phase II: Pond Expansion \$														\$ -	
2025 PAYEMENT ASSET ASSESSMENT	\$ 33,500.00	\$ -	\$ 33,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,500.00	
CHAPMAN B&PW PARKING EXPANSION - ENGINEERING STUDY	\$ 867,000.00	\$ -	\$ 781,700.00	\$ -	\$ -	\$ 86,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 86,000.00	
9/2/25 #2 - 5781,700 approved, plus engineering \$86,000														\$ -	
IRENE LEBLANC SPLASH PAD	\$ 513,271.98	\$ -	\$ -	\$ -	\$ -	\$ 87,043.98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70,000.00	\$ -	\$ 513,271.98	
TxDOT Facility Utility Expansion	\$ 520,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 520,000.00	
SEVENTH STREET WATER LINE & ROADWAY & ENGINEERING	\$ 1,141,000.00	\$ -	\$ 1,141,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,141,000.00	
WATER TANK IMPROVEMENTS 2024	\$ 14,000.00	\$ -	\$ 14,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,000.00	
PUMP #2 OF 3 N. THIRD LIFT STATION 11/5/24	\$ 70,000.00	\$ -	\$ 70,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70,000.00	
PUMP #3 OF 3 N. THIRD LIFT STATION 11/5/24	\$ 70,000.00	\$ -	\$ 70,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70,000.00	
CRAN PARK POND EROSION MANAGEMENT & BEAUTIFICATION	\$ 439,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 439,800.00	
37K engineering, 2372,200 construction, 229,600 contingencies														\$ -	
CRAN PARK POND WALKING TRAIL LIGHTING PROJECT	\$ 285,100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 285,100.00	
37K engineering, 2218,500 lights/construction, 229,600 contingencies														\$ -	
SHADE STRUCTURE PROJECT AT CRAN PARK WALKING TRAIL	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000.00	
POLICE DEPARTMENT FROM CONDENSATION - ENGINEERING STUDY	\$ 27,000.00	\$ -	\$ -	\$ -	\$ -	\$ 27,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
IMPROVEMENTS AND REPAIRS TO PLAYGROUND EQUIPMENT AT PARKS	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -	\$ 150,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000.00	
W. E. HILL COMMUNITY CENTER: ADA IMPROVEMENTS	\$ 105,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 105,000.00	
579K construction & 355K architecture (609-393K)														\$ -	
LICHTENFELT HISTORIC PRESERVATION IMPROVEMENTS	\$ 126,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,000.00	\$ 91,500.00	\$ -	\$ -	\$ 126,500.00	
\$16,500 carry over EDC, 275K EDC, 335K HOT = \$126,500 (Orig. \$110K)														\$ -	
WAYFINDING SIGN PROJECT	\$ 105,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000.00	\$ 5,000.00	\$ -	\$ -	\$ 105,000.00	
DOWNTOWN ALLEY IMPROVEMENTS & LIGHTING PROJECT	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00	
540K consultant - Redev. Ch. 29/5160K construction/550K engineering														\$ -	
UTILITY LINE EXTENSION FOR BUSINESS EXPANSION	\$ 12,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,000.00	\$ -	\$ -	\$ 12,000.00	
W FRONT STREET INFRASTRUCTURE PROJECT	\$ 6,390,000.00	\$ -	\$ 1,458,652.17	\$ 4,407,771.83	\$ 523,576.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,390,000.00	
PROPOSED: ADA & SPACE IMPROVEMENTS TO CITY HALL/HILL CENTER														\$ -	
FOR OPINION TO BE DETERMINED														\$ -	
FY 2026 REXVILLE ROAD WATER TANK REHAB (W-11)	\$ 700,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 700,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 700,000.00	
PROPOSED: FIRE HYDRANT MAINTENANCE	\$ 90,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90,000.00	
PROPOSED: SEWER TREATMENT PLANT IMPROVEMENTS	\$ 245,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 245,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 245,000.00	
PROPOSED: SEWER INFRASTRUCTURE & SEWER LINE IMPROVEMENTS	\$ 560,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 560,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 560,000.00	
PROPOSED: GAS LINE IMPROVEMENTS - 0' under Highway 90	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000.00	
TOTAL:	\$ 30,797,145.35	\$ 1,830,324.00	\$ 16,790,000.00	\$ 6,330,471.83	\$ 523,576.00	\$ 400,000.00	\$ 375,048.98	\$ 790,000.00	\$ 805,000.00	\$ -	\$ 135,000.00	\$ 1,283,400.00	\$ 520,000.00	\$ 915,029.54	\$ 20,864,145.35
REMAINING BALANCED (UNASSIGNED):	\$ 28,911,641.87	\$ -	\$ -	\$ 13,579,528.17	\$ 523,576.59	\$ 498,339.70	\$ (375,048.98)	\$ (790,000.00)	\$ -	\$ (135,000.00)	\$ (1,283,400.00)	\$ (520,000.00)	\$ (915,029.54)	\$ -	\$ -

FY 2026 Annual Budget Summary  
 City of Sealy, TX - Last Updated 7/10/25

		PROJECT		PURPOSE	APPROVED	START YEAR	STAGE	TOTAL	PAIC
ID	TYPE	NAME							
3903.063	Wastewater	Highway 36 Sanitary Sewer Extension		Extend sanitary sewer service from FM 2187 northward towards Jurica Road to serve future development along Highway 36	03/18/18	2018	Closeout	\$ 1,218,231.50	\$ 1,218,
3903.074	Water	2023 Rexville Road Water Well & Plant		Increase water production, storage, and pumping capacities to serve future development and for increased redundancy	04/15/21	2021	Bidding	\$ 7,816,230.00	\$ 2,112,
3903.084	Wastewater	Attens Creek Trunk Sewer Replacement, Phase 1		Sanitary sewer replacement between Gebhardt Road and Highway 36 to serve future development and reduce inflow-infiltration	01/09/24	2024	Design	\$ 1,670,000.00	\$ 110
3903.085	Drainage	2024 B&PW Park Retention Pond Expansion and Storm Sewer Improvements		Increase stormwater retention and conveyance capacity to reduce flooding in the Sunset Avenue and Westview Terrace areas, and downstream.	01/09/24	2024	Bidding & Design	\$ 5,475,000.00	\$ 330
3903.087	Facilities	Irene LeBlanc Splash Pad		Convert community pool into a community splash pad; reduce repair costs and operations and maintenance costs	02/22/24	2024	Closeout	\$ 513,271.98	\$ 513
3903.088	Water & Wastewater	FEMA Water Plant and Lift Station Generators		Increase redundancy and reliability at the Ward Bend Road Water Plant and four lift stations to continue operations during a power outage	05/23/24	2024	Construction	\$ 648,511.87	\$ 648
3903.089	Water, Wastewater, & Natural Gas	TxDOT Facility Utility Service Extensions		Extend water, sanitary sewer, and natural gas service to new TxDOT maintenance facility at the intersection of FM 2187 and FM 1097	02/17/25	2025	Design	\$ 520,000.00	\$ 6
3903.091	Facilities	B&PW Park Parking Improvements		Increase parking capacity at the B&PW Park	05/12/25	2025	Design	\$ 86,000.00	\$ 2
3903.092	Water & Streets	Seventh Street Water Line and Roadway Improvements		Replace an aging water main and perform street reconstruction after replacement of water, sanitary sewer, and natural gas pipelines	05/20/25	2025	Design	\$ 1,000,000.00	\$ 7
3903.093	Wastewater	West Front Street Infrastructure Improvements		Sanitary sewer replacement between North 3rd Street Lift Station at Overcreek Way to serve future development, reduce inflow-infiltration, and increase pumping capacity	Proposed	2025	Task Order	\$ 5,900,000.00	\$ 11
3903.094	Facilities	Police Department Building Condensation Study	Engineering Only	Review HVAC systems and building envelope to identify sources of condensation and to develop building and/or HVAC modifications	Proposed	2025	Task Order	\$ 27,000.00	\$
C-04	Wastewater	FY 2026 Sanitary Sewer Replacements	C-4 - Willow Street and Brookside Lane	Sanitary sewer replacements to remove aging gravity sewers, reduce inflow-infiltration, and increase capacities to serve future development	Proposed	2026	Wastewater Master Plan	\$ 800,000.00	\$
C-05	Wastewater	FY 2027 Sanitary Sewer Replacements	C-5 - Hill Street and Stillman Street	Sanitary sewer replacements to remove aging gravity sewers, reduce inflow-infiltration, and increase capacities to serve future development	Proposed	2027	Wastewater Master Plan	\$ 900,000.00	\$
C-06	Wastewater	FY 2028-2030 Sanitary Sewer Replacements	C-6 - Fowkes Street and 10th Street C-7 - Kathy Avenue and Terri Avenue	Sanitary sewer replacements to remove aging gravity sewers, reduce inflow-infiltration, and increase capacities to serve future development	Proposed	2028	Wastewater Master Plan	\$ 2,100,000.00	\$
G-01 & G-02	Natural Gas	FY 2026 Natural Gas Main Replacements	G-1 - Second Street; G-2 - Fifth Street	Natural gas main replacements to remove steel gas mains that are more susceptible to leaks	Proposed	2026	Natural Gas Master Plan	\$ 700,000.00	\$
G-03 & G-04	Natural Gas	FY 2027 Natural Gas Main Replacements	G-3 - Westview Subdivision G-4 - West Street and Eagle Lake Road	Natural gas main replacements to remove steel gas mains that are more susceptible to leaks	Proposed	2027	Natural Gas Master Plan	\$ 600,000.00	\$
G-05 & G-06	Natural Gas	FY 2028 Natural Gas Main Replacements	G-5 - Stillman Street and San Felipe Road G-6 - San Felipe Road and Garland Lane	Natural gas main replacements to remove steel gas mains that are more susceptible to leaks	Proposed	2028	Natural Gas Master Plan	\$ 725,000.00	\$
G-07	Natural Gas	FY 2029 Natural Gas Main Replacements	G-7 - North Meyer Street and Highway 36	Natural gas main replacements to remove steel gas mains that are more susceptible to leaks	Proposed	2029	Natural Gas Master Plan	\$ 450,000.00	\$
G-08	Natural Gas	FY 2030 Natural Gas Main Replacements	G-8 - Stillman, Moore Street, and Frydek Road	Natural gas main replacements to remove steel gas mains that are more susceptible to leaks	Proposed	2030	Natural Gas Master Plan	\$ 550,000.00	\$
NA	Facilities	ADA & Space Needs Improvements to City Hall, Planning, and Hill Center Buildings		Improve building for compliance with ADA requirements with possible expansions	Proposed			\$ 1,200,000.00	\$
W-01 & W-02	Water	FY 2026 Water Main Replacements	W-1 - Menke Street and San Felipe Road W-2 - Roosevelt Street and Magnolia Street	Water main replacements to remove aging water mains and improve water pressures	Proposed	2026	Water Master Plan	\$ 500,000.00	\$
W-03	Water	FY 2027 Water Main Replacements	W-3 - Fowkes Street	Water main replacements to remove aging water mains and improve water pressures	Proposed	2027	Water Master Plan	\$ 400,000.00	\$
W-05	Water	Columbus Road Water Plant		Decommission existing water plant and construct a new water plant to increase water production, storage, and pumping capacities to serve future development and for increased redundancy	Proposed	2028	Water Master Plan	\$ 8,365,000.00	\$
W-11	Water	Rexville Road Elevated Storage Tank Rehab		Extend service life of water storage tanks; steel tanks should be rehabed every 15 to 20 years	Proposed	2026	Water Master Plan	\$ 900,000.00	\$
W-11	Water	Ward Bend Road and Stillman Street Ground Storage Tank Rehas		Extend service life of water storage tanks; steel tanks should be rehabed every 15 to 20 years	Proposed	2027	Water Master Plan	\$ 650,000.00	\$
W-11	Water	Downtown Elevated Storage Tank Rehab		Extend service life of water storage tanks; steel tanks should be rehabed every 15 to 20 years	Proposed	2028	Water Master Plan	\$ 800,000.00	\$
W-12	Water	Lead Service Line Replacements		Needed? Did the Lead Service Line Inventory Identify any lead service lines for replacement?	Proposed			\$ -	\$
W-13	Water	FY 2028-2030 Water Main Replacements	50-Year Water Main Improvements	Water main replacements to remove aging water mains and improve water pressures	Proposed	2028	Water Master Plan	\$ 1,125,000.00	\$
TOTALS:								\$45,649,245.35	\$



AGENDA ITEM NO: 5

SUBMITTED BY: Patrick Parsons, Public Works Director

MEETING DATE: June 17, 2025

## STAFF REPORT

### DESCRIPTION

Discussion and Possible Action regarding Strand Task order 25-04 Seventh Street Water Line and Roadway Improvements.

### ANALYSIS

Project Description: Replace approximately 1,500 linear feet of existing water main with six-inch polyvinyl chloride (PVC) water main and related appurtenances and reconstruct approximately 4,850 square yards of Seventh Street from West Street to Hardeman Street. The reconstruction is anticipated to include installation of cement stabilization of the existing base material and application of hot mix asphaltic surface.

### RECOMMENDATION

Staff Recommends to approve the Task order for Seventh street Water line and Roadway improvements.

### FINANCIAL IMPACTS

\$814,000 Project and \$50,000 Engineering and GEO Environmental.

This will use the remaining balance of 2025 Certificate of Obligation.

**Item #6**

**# 6 – Ordinance Designating Sika Tax Abatement Reinvestment Zone No. 1:**

In progress by the City Attorney – will be provided to City Council upon staff's receipt

**Item #7**

**Agenda Item #7:** Discussion and Possible Action regarding Approving an Agreement between the City of Sealy for the Convention and Visitors Bureau and Chaparral Creative, LLC.

The agenda was posted in compliance with Chapter 551. At that time, the Agreement was in the process of legal review. Once the City Manager received the final agreement, it was realized that this agreement did not require City Council approval **due to the value of the contract & having met all the requirements of the City's Ordinance:**

**Chapter 2: Administration, Sec. 2-70 – Additional powers and duties of the City Manager.** The city manager may sign contracts, agreements, and franchises which do not exceed \$10,000.00 as long as such contracts, agreements, and franchises are:

- ✓ **budgeted,**
- ✓ **reviewed by the city attorney for legal compliance,** and are not otherwise required to be approved by the city council by law.
- ✓ **The budget also must reflect a budget note for the expenditure.**
- ✓ In addition to this authority, the city manager shall administer and enforce all contracts, agreements, and franchises. The city manager shall sign any contracts, agreements, and franchises which the city council approves and instructs him/her to be executed.

In the case of the **Digital Chaparral Creative Professional Services Agreement**, the expenditure is listed in the budget notes below \$6,000, (\$500 per month x 12 months = \$6,000 annually) which is below the \$10,000 threshold in Sec. 2-70, and has been reviewed for legal compliance for the city manager to execute.

**NO ACTION IS NEEDED ON THIS AGENDA ITEM.**

**Item #8**



AGENDA ITEM NO. \_\_\_\_\_

SUBMITTED BY: Patrick Parsons, Public Works Director

MEETING DATE: October 7, 2025

## STAFF REPORT

### DESCRIPTION

Discussion and Possible Action regarding Approving Repair of Street Sweeper not to exceed \$20,000.

### ANALYSIS

We had Industrial Disposal Supply (IDS) come out to look at the street sweeper since we were having issues with it overheating and since the sweeper is 17 years old we asked them look over everything to see if there were any additional work that needed to be done. To get the temp switch replaced is \$859.54. It was also discovered that there are other maintenance items that need to be taken care of. IDS provided us a quote of \$17,415.92 to get all of the maintenance done. An itemized list of that maintenance is provided.

### RECOMMENDATION

To approve making the necessary repairs to the street sweeper estimated to be \$18,275.46 but not to exceed \$20,000.00.

### FINANCIAL IMPACTS

The funding for these repairs would come out of the streets department heavy equipment lineitem number 10-575-53560.

**Quote**

San Antonio                      Plano                      Houston  
 (210) 227-3441                      800-452-1423                      877-682-7289

Date	Quote #
9/12/2025	Q341155

Name / Address	Account #	CIT00029
CITY OF SEALY ATTN: ACCOUNTS PAYABLE PO BOX 517 SEALY, TX 77474		

Ship To
CITY OF SEALY 210 EAST MAIN ST SEALY, TX 77474 USA

P.O. No.	Terms	Due Date	Rep	FOB	Ordered by
QUOTE	NET 30	10/12/2025	P-BW	Ship point	STEVEN

Item	Description	Warehouse	Qty	Cost	Total
LABOR - SWE...	TYMCO 600 SN: 200911SNQ64773BAH MILES: 21922 HOURS: 2424 INSPECTION / REPAIR :IN THE WATER SYSTEM THE CAT 290 WATER PUMP BELT IS WORN NEEDS TO BE REPLACED , THE WATER DRAIN ASSY IS LEAKING NEEDS TO BE REPLACED , THE LS GB MOTOR HAS DEBRIS WRAPPED AROUND SHAFT TOP SEAL AREA POSSIBLE TO START LEAKING NEEDS TO BE REPLACED , BOTH LS AND RS HOPPER TRANSITION SEALS WORN FLAT NEED TO BE REPLACED , THE DUMP DOOR SEALS AND INSPECTION DOOR SEALS WORN FLAT NEED TO BE REPLACED , ON THE PICK UP HEAD BOTH LIFT CYLINDERS WORN LEAKING NEED TO BE REPLACED , THE CURTAINS NEED TO BE REPLACED , THE BAH BROOM WORN NEEDS TO BE REPLACED , THE HYDRAULIC VALVE BANK HAS CRACKED AND RUSTED VALVES NEEDS TO BE REPLACED		40	175.00	7,000.00
11220	BELT		1	26.95	26.95
509198	GUTTER BROOM MOTOR		1	776.16	776.16
500360	SEAL-HOPPER		2	73.30	146.60
500902	DUMP DOOR SEAL-NEW		1	528.22	528.22
12415	TUBE SEAL/ADHESIVE		5	39.89	199.45
509842	DUMP DOOR/HEAD LIFT CYLINDER		2	644.64	1,289.28
502566	BROOM-BAH-HEAVY DUTY		1	411.18	411.18

<b>QUOTE IS VALID FOR 30 DAYS FROM DATE OF QUOTE.          ALL RETURNS ARE SUBJECT TO 20% RESTOCKING          FEE AND REQUIRE PRE-AUTHORIZATION.          SPECIAL ORDER PARTS MAY OR MAY NOT BE RETURNABLE.</b>	<b>Subtotal</b>
	<b>Sales Tax (8.25%)</b>
	<b>Total</b>

# Quote

**San Antonio**                      **Plano**                      **Houston**  
 (210) 227-3441                      800-452-1423                      877-682-7289

Date	Quote #
9/12/2025	Q341155

Name / Address	Account #	CIT00029
CITY OF SEALY ATTN: ACCOUNTS PAYABLE PO BOX 517 SEALY, TX 77474		

Ship To
CITY OF SEALY 210 EAST MAIN ST SEALY, TX 77474 USA

P.O. No.	Terms	Due Date	Rep	FOB	Ordered by
QUOTE	NET 30	10/12/2025	P-BW	Ship point	STEVEN

Item	Description	Warehouse	Qty	Cost	Total
502609	CURTAIN SET - 600BAH		1	355.00	355.00
5015031	HUB		1	101.33	101.33
5014650	SPINDLE		1	103.49	103.49
10310	WASHER		1	0.54	0.54
5015188	WEAR WASHER		1	9.70	9.70
20183	BOLT		1	2.16	2.16
10597	HOLLOW CORE SEAL/PER FOOT		14	6.47	90.58
PART MISC	506651 WATER DRAIN SUB ASSY		1	374.07	374.07
504781	CONTROL VALVE-6 STATION		1	5,056.90	5,056.90
504784	VALVE SECTION		1	866.71	866.71
PART MISC	12507 CAP SCREW		4	19.40	77.60

<b>QUOTE IS VALID FOR 30 DAYS FROM DATE OF QUOTE.          ALL RETURNS ARE SUBJECT TO 20% RESTOCKING          FEE AND REQUIRE PRE-AUTHORIZATION.          SPECIAL ORDER PARTS MAY OR MAY NOT BE RETURNABLE.</b>	<b>Subtotal</b>	\$17,415.92
	<b>Sales Tax (8.25%)</b>	\$0.00
	<b>Total</b>	\$17,415.92

**Quote**

Date	Quote #
9/11/2025	Q341154

San Antonio                      Plano                      Houston  
 (210) 227-3441                      800-452-1423                      877-682-7289

Name / Address	Account #	CIT00029
CITY OF SEALY ATTN: ACCOUNTS PAYABLE PO BOX 517 SEALY, TX 77474		

Ship To
CITY OF SEALY 210 EAST MAIN ST SEALY, TX 77474 USA

P.O. No.	Terms	Due Date	Rep	FOB	Ordered by
QUOTE	NET 30	10/11/2025	P-BW	Ship point	STEVEN
Item	Description	Warehouse	Qty	Cost	Total
LABOR - SWE...	TYMCO 600 SN: 200911SNQ64773BAH MILES: 21922 HOURS : 2424 DIAGNOSE / REPAIR : AUX JD TEMP ALARM IN CAB INDICATING THE TEMP IS TO HIGH , NEED TO REPLACE THE TEMP SWITCH AND SENDING UNIT		4	175.00	700.00
21426	COOLANT TEMP SWITCH		1	95.94	95.94
22406	TEMP SENDING UNIT		1	63.60	63.60
<b>QUOTE IS VALID FOR 30 DAYS FROM DATE OF QUOTE.            ALL RETURNS ARE SUBJECT TO 20% RESTOCKING            FEE AND REQUIRE PRE-AUTHORIZATION.            SPECIAL ORDER PARTS MAY OR MAY NOT BE RETURNABLE.</b>				<b>Subtotal</b>	\$859.54
				<b>Sales Tax (8.25%)</b>	\$0.00
				<b>Total</b>	\$859.54

<b>HGACBuy</b>	<b>CONTRACT PRICING WORKSHEET</b> For MOTOR VEHICLES Only	Contract No.:	SW04-20 (Expires: 3/31/26)	Date Prepared:	9/17/2025
		<i>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</i>			

*This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*

Buying Agency:	City of Sealy, TX	Contractor:	<b>TYMCO, Inc. (ISSUE P.O. TO TYMCO, Inc.- email below)</b>
Contact Person:		Prepared By:	Kaye Morgan
Phone:		Phone:	254-799-5546
Fax:		Fax:	254-799-2722
Email:		Email:	<a href="mailto:kaye.morgan@tymco.com">kaye.morgan@tymco.com</a>

Product Code:	B53	Description:	TYMCO Model 600 Regenerative Air Sweeper
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**A. Product Item Base Unit Price Per Contractor's H-GAC Contract:** \$ 182,070.00

<b>B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if</b>			
Description	Cost	Description	Cost
Gutter Broom - Drop Downs Left/Right 600081	\$ 1,700.00	Variable Speed Gutter Brooms 600070	\$ 775.00
Gutter Broom Tilt Adjuster - Left/Right 600022	\$ 1,700.00	A.O.D. Washdown System 600004	\$ 2,050.00
High Output Water 600045	\$ 850.00	Abrasion Protection Package 600036	\$ 1,275.00
Hopper Drain 600020	\$ 565.00	Sweeper Deluge 600013	\$ 1,050.00
Broom Assist Pick-Up Head 600064	\$ 5,265.00	Hopper Load Indicators 600019	\$ 410.00
Pick-Up Head Pressure Inlet Water Injection 600060	\$ 1,830.00	Pick-Up Head Curtain Lifter 600087	\$ 1,605.00
Auxiliary Hand Hose w/Hydraulic Boom 600052	\$ 5,075.00	Stainless Steel Hopper 600091	\$ 23,130.00
Camera/Monitor System - 2 Cameras 600008-B	\$ 1,100.00	Traffic Directing Light - LED 600823	\$ 1,200.00
2023 International ISD Chassis 600713	\$ 99,675.00	<b>QUOTE GOOD FOR 30 DAYS</b>	
		<b>DELIVERY SUBJECT TO TRUCK AVAILABILITY</b>	
		Subtotal From Additional Sheet(s):	
		<b>Subtotal B:</b>	<b>\$ 149,255.00</b>

<b>C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.</b>			
Description	Cost	Description	Cost
Additional Nozzle w/Separate Switch: Hopper	\$ 400.00	Dump Switch in Cab	\$ 200.00
Skid Bumper Extension Set (2)	\$ 250.00	Auto Sweep Assist (ASA)	\$ 2,500.00
(2) 12" Parabolic Mirrors	\$ 150.00	2026 International MV607 Chassis UPGRADE	\$ 24,000.00
		<b>Subtotal C:</b>	<b>\$ 27,500.00</b>

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 8%

**D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)** \$ 358,825.00

Quantity Ordered: 1 X Subtotal of A + B + C: \$ 358,825.00 = Subtotal D: \$ 358,825.00

<b>F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation</b>			
Description	Cost	Description	Cost
Freight/PDI/Inservice	\$ 2,850.00		
Surcharge - Base Sweeper	\$ 9,550.00		
Tariff Surcharge	\$ 2,000.00		
		<b>Subtotal F:</b>	<b>\$ 14,400.00</b>

**Delivery Date:** 240 - 300 Days **G. Total Purchase Price (D+E+F):** \$ 373,225.00

**PRICING NOTE:** Sweeper and chassis are quoted using current pricing. Due to the current market situation, all cost increases for major components, and government mandated requirements, tariff surcharges, and raw material surcharges may be added should they apply.

**Item #9**



# City of Sealy

415 Main Street · P.O. Box 517  
Sealy, TX 77474  
(979) 885-3511 · Fax (979) 885-3513  
**Office of the Mayor**  
[www.ci.sealy.tx.us](http://www.ci.sealy.tx.us)

City Council Meeting Date: **October 7, 2025**

Agenda Item No. 9: Discussion regarding Appraisal District Board Appointment and Possible Action for a Two-Year Term, Beginning January 1, 2026.

## Background

Mayor Bilski has requested that the appointment to the Appraisal District Board of Directors be placed on the agenda for discussion. The upcoming two-year term will begin on **January 1, 2026**.

## Current Status

Currently, the item is scheduled as a **discussion item** only. The purpose is to allow Council to consider potential nominees for the City's appointment.

A **resolution for the official appointment** will be prepared and brought back to City Council for consideration on **October 21, 2025**, contingent upon a nomination being identified during this discussion.

Austin County Appraisal District  
906 E. Amelia St.  
Bellville, TX 77418



Gregory Cook, Chief Appraiser  
Telephone: 979-865-9124  
Fax: 979-865-3296  
[gcook@austincad.org](mailto:gcook@austincad.org)

September 17, 2025

City of Sealy  
Carolyn Bilski  
PO Box 517  
Sealy TX 77474

RE: Appraisal District Board of Directors - 2026 / 2027 Term

Dear Mrs. Bilski,

As stated in the Texas Property Tax Code, Chapter 6, Subchapter A and the Austin County Appraisal District Board of Directors' Resolution dated May 18, 2017, your taxing unit is required to appoint a Director to the Board of the Appraisal District. The terms for the current Board of Directors will end December 31, 2025.

A sample resolution is enclosed for your convenience. If you would like a Word copy emailed to you, send your request to [blunsford@austincad.org](mailto:blunsford@austincad.org). Please return an executed resolution **by December 1, 2025**. The appointed Director will serve a two-year term beginning January 1, 2026.

Please let me know if you have any questions regarding this process.

Sincerely,

A handwritten signature in blue ink that reads "Gregory Cook".

Gregory Cook

# **RESOLUTION**

A RESOLUTION OF THE **ENTITY**  
TO APPOINT A DIRECTOR TO THE  
AUSTIN COUNTY APPRAISAL DISTRICT'S BOARD OF DIRECTORS  
2026 / 2027 TERM

WHEREAS, the Texas Property Tax Code authorizes **ENTITY** to appoint a Director to the Board of Directors of the Austin County Appraisal District;

WHEREAS, the **ENTITY** is required to appoint a Director to the Board of the Austin County Appraisal District and to deliver notice of such appointment to the Austin County Appraisal District by December 1 of each odd-numbered year;

WHEREAS, the appointed Director shall serve a two-year term beginning January 1 of each even-numbered year;

NOW THEREFORE, BE IT RESOLVED BY THE **ENTITY** IN THE COUNTY OF AUSTIN THAT **NAME** is appointed to the position of Director of the Austin County Appraisal District Board of Directors.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Name  
Title

Attested:

\_\_\_\_\_  
Name  
Title

**Item #10**  
**Reports or Requests**  
**from the City Manager**  
**and Discussion:**

Item #11  
Reports,  
Announcements, or  
Requests from  
Councilmembers

K. Adjourn