# CITY COUNCIL MEETING PACKET

September 16, 2025

SEALY TEXAS

A History of Excellence. A Future of Progress

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

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

A. **Call to Order**

B. **Invocation and Pledges of Allegiance**

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

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

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

F. **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
  - Tourism Manager

**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.

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.

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.

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.

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

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.

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

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.

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

    - Solid Waste Rates

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

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)**

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

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

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

14. Reports, Announcements, or Requests from Councilmembers.

**J. Adjourn**

CERTIFICATION

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

Sandra Vrablec, City Secretary

# F. Consent Agenda

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

The City Council of the City of Sealy, Texas, conducted the meeting scheduled for September 3, 2025, at 6:00 p.m., at the Sealy City Council Chambers located at 415 Main Street, Sealy, Texas, 77474.

## A. Call to Order

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

## B. Invocation and Pledges of Allegiance

Councilwoman Curry gave the Invocation and Mayor Bilski led the Pledges of Allegiance

## C. Roll Call and Certification of a Quorum

Present:

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

Absent:

| | |
|---|---|
| Bradley Miller | Councilmember, Place 3 |

A quorum was declared present.

Staff Attending:

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

## D. Petitions(s) and Public Comments

Larry Koy, Drainage
Alison Korell, 9/11 Remembrance
Chip Reed, Executive Session
Kevin Henry, 9/11 Remembrance

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

A motion was made by Councilman Zapalac to Approve the order of the agenda. Councilwoman Curry seconded the motion. Mayor Bilski called for the vote.

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

The motion carried.

**F. Proclamation(s)**

- **Remembrance of 9/11**

**G. Consent Agenda**

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

- **August 17, 2025, Special Agenda Minutes**
- **August 18, 2025, Special Agenda Minutes**
- **Ordinance to Disannex the City's Limb Pile Site (Second of two readings)**

  *Ordinance No. 2025-26*

- **Austin County Emergency Communications District Annual Budget – October 2025-September 2026 Third Quarter Investment Report**

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

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

The motion carried.

**H. Presentation(s)**

- **Rexville Crossing**

No representative present.

## I. Business

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

A motion was made by Councilwoman Lerma to bring an additional Task Order back regarding the Hill Community Center at our next meeting.
Councilman Zapalac seconded the motion. Mayor Bilski called for the vote.

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

The motion carried.

**2. Presentation, Discussion, and Possible Action regarding Chapman/B&PW Park Parking Expansion.**

A motion was made by Councilman Noack to Approve the Alternative Bid or the Alternative No. 1, Eliminate the Primary Parking Lot, Eliminate the Main Park Road with Handicap Spots, keep the Secondary Parking, the Pavilion Parking, and the Access Road. With the Pavilion Parking and the Secondary Parking to have the 80 Spots.
Councilwoman Curry seconded the motion. Mayor Bilski called for the vote.

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

The motion carried.

3. **Discussion and Possible Action regarding Awarding or Rejecting Bid(s) for Rexville Road Water Plant Project**.

A motion was made by Councilman Zapalac to Approve the Rexville Road Water Plant Project, Awarding to Avila Construction Group, LLC of San Antonio, Texas, and in an amount not to exceed $4,502,400, and Authorizing the Mayor to Execute pending the City Attorney's Approval.
Councilwoman Curry seconded the motion. Mayor Bilski called for the vote.

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

The motion carried.

Councilman Miller entered the meeting at 7:29 p.m. and sat at the Dais at 7:36 p.m.

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

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

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

   The motion carried.

5. **Discussion and Possible Action regarding Approving a One-Year Extension of Depository Services with Wells Fargo.**

   A motion was made by Councilwoman Lerma to Approve the One-Year Depository Services with Wells Fargo.
   Councilman Miller seconded the motion. Mayor Bilski called for the vote.

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

   The motion carried.

6. **Discussion and Possible Action regarding Renewing Contract for Gas Department Regulatory Compliance Support by Enserv Solutions.**

   A motion was made by Councilman Miller to Approve Renewing Contract for Gas Department Regulatory Compliance Support by Enserv Solutions.
   Councilman Noack seconded the motion. Mayor Bilski called for the vote.

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

   The motion carried.

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

    - **Exhibit A – Gas Gate 1 & 2**
    - **Exhibit A-1 – Gas Gate 3**

    A motion was made by Councilman Zapalac to Renew the Gas Contract with West Texas Gas for the City's Gas Services for October 2025 through September 2026.
    Councilman Miller seconded the motion. Mayor Bilski called for the vote.

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

    The motion carried.

8. **Discussion and Possible Action regarding Placement of Two New Flock Safety Cameras received through MVCPA Grant Award at:**

    - **On FM 2187 East of FM 1094 (TXDOT Right-of-Way)**
    - **On Rexville Road just past Kloecker Road (City Right-of-Way)**

    A motion was made by Councilwoman Lerma to Approve the Placement of Two New Flock Safety Cameras received through the MVCPA Grant Award at FM 2187, East of FM 1094, which is the TxDOT Right of Way, and on Rexville Road, just past Kloecker Road, which is City Right of Way.
    Councilman Miller seconded the motion. Mayor Bilski called for the vote.

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

    The motion carried.

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

    A motion was made by Councilman Zapalac to Approve Ratification of the Replacement of Toughbook Laptops in the Police Department Vehicles, not to exceed $50,000.
    Councilwoman Curry seconded the motion. Mayor Bilski called for the vote.

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

    The motion carried.

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

A motion was made by Councilwoman Curry to Amend Chapter 70 on the Park Ordinance of Rules.
Councilman Zapalac seconded the motion. Mayor Bilski called for the vote.

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

The motion carried.

**11. Discussion and Possible Action regarding Awarding the Wayfinding Sign Project and Contract.**

A motion was made by Councilman Zapalac to Award the Wayfinding Sign Project and Contract to Merje Design.
Councilman Miller seconded the motion. Mayor Bilski called for the vote.

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

The motion carried.

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

- **Solid Waste Rates**

A motion was made by Councilman Zapalac to Amend the Master Fee Schedule Ordinance for Solid Waste Rates. This is the first of two readings.
Councilwoman Curry seconded the motion. Mayor Bilski called for the vote.

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

The motion carried.

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

A motion was made by Councilman Burttschell to table this item.
Councilwoman Lerma seconded the motion. Mayor Bilski called for the vote.

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

The motion carried.

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

a) **Texas Government Code, Section 551.071, Consultation with Attorney: A governmental body may conduct a private consultation with its attorney when the governmental body seeks the advice of its attorney about pending or contemplated litigation; or a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code.**

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

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, Noack, Miller, Curry, Zapalac, Burttschell
NOES: None

The motion carried. The City Council entered into Executive Session at 8:48 p.m.

Councilman Miller left the meeting at 9:30 p.m.

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

The City Council reconvened into Open Session at 9:57 p.m.

No action was taken.

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

A motion was made by Councilman Zapalac to table this item.
Councilwoman Curry seconded the motion. Mayor Bilski called for the vote.

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

The motion carried.

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

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

| | |
|---|---|
| Councilman Burttschell | None |
| Councilman Zapalac | None |
| Councilwoman Curry | None |
| Councilman Miller | Absent |
| Councilman Noack | None |
| Councilwoman Lerma | None |
| Mayor Bilski | None |

**K. Adjourn**

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

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

The motion carried. The City Council meeting adjourned at 9:58 p.m.

**PASSED AND APPROVED** this 16th day of September 2025.

_____
Carolyn Bilski, Mayor

ATTEST:

_____
Sandra Vrablec, City Secretary

AGENDA ITEM NO. CONSENT

**Purdue Pharma and Sackler Family Opioid Settlement**

SUBMITTED BY: Kimbra Hill, City Manager

MEETING DATE: September 16, 2025

# STAFF REPORT

## PURPOSE

The purpose of this report is to seek City Council's authorization for the City to participate in the Purdue Pharma and Sackler family opioid settlement by approving execution of the required **Subdivision Participation and Release Form** under the **Governmental Entity Direct Shareholder Settlement Agreement (GESA)**. Participation allows the City to directly receive opioid abatement funds, with the signed form due no later than **September 30, 2025**.

## SUMMARY/FACTS

- Since 2021, the City has been participating in the National Opioid Settlement Program (ex. CVS, Allergan, Walmart, and Walgreens Settlements)
- The Purdue/Sackler settlement includes approximately $6 billion in total funding for opioid remediation and victim compensation.
- Funds will be distributed through trusts over several years, with allocations to eligible local governments that opt in.
- Participation under GESA ensures that the City will directly receive its allocated share of funds.
- To secure the City's participation, the Council must authorize execution of the Subdivision Participation and Release Form, which is a legal document required by the bankruptcy settlement administrator. The deadline for submission is **September 30, 2025**.
- If the City does not submit the signed form by the deadline, it will forfeit its right to any direct payments under the settlement.
- **Examples of Eligible Use of Funds:**

Settlement proceeds must be used exclusively for opioid remediation purposes. Treatment & Recovery, Prevention & Education, Harm Reduction, Criminal Justice Diversion and Data, Planning, and Infrastructure.

- Expenditures must be tracked and may be subject to reporting or auditing by the national settlement trustee or the state's coordinating agency.

## FINANCIAL IMPACT

The specific amount the City will receive is not yet known but will be based on a formula that considers factors such as population and documented impact of the opioid crisis. Funds will be disbursed in installments over time and do not require local matching funds.

Settlement funds will be received as restricted revenues, meaning they can only be used for purposes outlined in the settlement agreement.

## RECOMMENDATION

Staff recommends that City Council authorize the Mayor to execute the **Subdivision Participation and Release Form** on behalf of the City.

**EXHIBIT K**

**Subdivision Participation and Release Form**

| | | |
|---|---|---|
| Governmental Entity: City of Sealy | | State: Texas |
| Authorized Official: | Carolyn Bilski, Mayor | |
| Address 1: | 415 Main Street | |
| Address 2: | | |
| City, State, Zip: | Sealy, TX 77474 | |
| Phone: | 979-885-3511 | |
| Email: | cbilski@ci.sealy.tx.us | |

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the "*Agreement*")[1], and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as and to the extent provided in, and for resolving disputes to the extent provided in, the

[1] Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.

Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the "Shareholder Released Claims", and as it pertains to the Released Parties other than the Shareholder Released Parties, the "Released Claims"). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.

9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term "Shareholder Released

Claims" and "Released Claims") are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity's power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.

11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.

12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.

14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: Carolyn Bilski

Title: Mayor

Date: _____

CONSENT AGENDA:

Discussion and Possible Action to Approve a Resolution to Amend the Personnel and Procedures Policy, Section 3.0 Compensation Plan

SUBMITTED BY: Jennifer Matura, Finance/HR Director

MEETING DATE: September 16, 2025.

# STAFF REPORT

## SUMMARY

The City of Sealy maintains its Personnel and Procedures policies to provide clear guidance on employee compensation, benefits, and related matters. Section 3.0 Compensation Plan establishes the City's framework for compensating employees and for preparing the annual compensation plan.

## ANALYSIS

The current language of Section 3.0 Compensation Plan reads as follows:

> *"The City compensates employees in the form of pay and benefits. The City strives to provide competitive pay and benefits which will attract and retain qualified employees.*
>
> *Annually, but not before the month of July, or before the Finance Director's monthly financial reports are provided for the month ending April of the current fiscal year, the City prepares a compensation plan for employees which includes a pay scale, a certification incentive schedule, merit increase recommendations, top-out pay recommendations, and a schedule of benefits provided by the City."*

The vacation policy required that employees shall take at least five (5) vacation days each year, with the year being designated as the anniversary hire date to the next anniversary date. Employees would lose the 5 vacation days if not taken. And the maximum amount of vacation leave that may be accrued shall be twice the number of days accrued under his/her annual accrual rate. And that any vacation leave in excess shall be paid to the employee at the employees' regular wage rate on his/her anniversary date. For several years, the City's paid time off (PTO) policies were enforced, with the exception of annual payout due to lack of funds available and prior budgeting practices. Which resulted in a significant accumulation of unused leave and a high PTO liability for the City.

Recognizing the financial risk posed by this liability, City Council prioritized reducing PTO obligations to protect the City's financial position. To achieve this goal, Council held multiple discussions regarding PTO payouts and policy revisions, most recently on July 15th, when the City paid out

vacation leave in excess of accrual caps and amended the personnel policy to require higher use of accrued time.

**Proposed Amendment**

To strengthen oversight and ensure compliance with the adopted PTO policies, staff recommends amending Section 3.0 to require that City Council be provided with an annual PTO liability report at the same time as the annual compensation plan.

The revised Section 3.0 would read as follows:

> *"The City compensates employees in the form of pay and benefits. The City strives to provide competitive pay and benefits which will attract and retain qualified employees.*
>
> *Annually, but not before the month of July, or before the Finance Director's monthly financial reports are provided for the month ending April of the current fiscal year, the City prepares a compensation plan for employees which includes a pay scale, a certification incentive schedule, merit increase recommendations, top-out pay recommendations, and a schedule of benefits provided by the City. At that time, City Council will be provided with a paid time off liability report comparing vacation and sick leave balances, and their corresponding values, from the beginning of the fiscal year to the current reporting date.*"

This report will provide Council with an additional level of oversight to ensure that policies regarding PTO use and accrual are consistently followed. This revision is the final step in accomplishing City Council's FY 2024-2025 goals for controlling the PTO liability.

** These values are variable based on things such as rate of pay, time off scheduled, taken, and balances available at the time the report is provided to Council. An employee may be approaching their anniversary date prior to the time the report is provided, which may make it look like the employee has a large balance – but they have scheduled PTO use prior to their anniversary date and that future use would not be reflected in the report.*

## FINANCIAL IMPACT

The amendment does not have a direct financial impact. However, the provision of the PTO liability report will assist City Council in monitoring the City's long-term financial obligations associated with accrued leave.

## RECOMMENDATION

Staff recommends approval of the resolution amending the Personnel and Procedures Policy, Section 3.0 Compensation plan, to incorporate the PTO liability reporting requirement.

**RESOLUTION NO. 2025-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEALY, TEXAS, ADOPTING AN AMENDED CITY OF SEALY PERSONNEL POLICIES AND PROCEDURES MANUAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.**

* * * * * * *

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

**SECTION 1**: The City Council hereby adopts the amended City of Sealy Personnel Policies and Procedures Manual which is attached hereto and incorporated herein for all purposes as Exhibit "A."

**SECTION 2**: 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 3**: All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 4**: That this Resolution shall be in full force upon passage.

**PASSED AND APPROVED ON** this the 16th day of September 2025.

_____
Carolyn Bilski, Mayor

ATTEST:

_____
Sandra Vrablec, City Secretary

# Track Changes

# CITY OF SEALY PERSONNEL POLICIES & PROCEDURES MANUAL

EFFECTIVE ~~JULY 16~~SEPTEMBER 17, 2025 - CURRENT

# Chapter 3-COMPENSATION & PERFORMANCE EVALUATION

## Section 3.0 Compensation Plan

The City compensates employees in the form of pay and benefits. The City strives to provide competitive pay and benefits which will attract and retain qualified employees.

Annually, but not before the month of July, or before the Finance Director's monthly financial reports are provided for the month ending April of the current fiscal year, the City prepares a compensation plan for employees which includes a pay scale, a certification incentive schedule, merit increase recommendations, top-out pay recommendations, and a schedule of benefits provided by the City. At that time, City Council will be provided with a paid time off liability report comparing vacation and sick leave balances, and their corresponding values, from the beginning of the fiscal year to the current reporting date.

## Section 3.1 Employee Pay Schedule

The City utilizes a bi-weekly pay schedule, with a total of 26-pay periods each calendar year. Paychecks and paystubs are only issued to employees unless the employee has filed a written authorization with the Human Resources Department naming another person to receive such information.

When a pay period falls on a holiday, employees are paid on the last working day preceding the holiday.

The City does not provide pay advances.

The City encourages its employees to utilize direct deposit.

## Section 3.2 Emergency Services Pay

When directed by the City Manager, employees shall report to work even if a declared emergency is ordered. An employee who fails or refuses to report to work, fails or refuses to perform employment functions, or fails or refuses to obey any order or direction of the City may be disciplined up to and including termination.

If an employee has a circumstance that would impair the ability to report to work, perform employment functions, or obey orders or directions, the employee shall immediately inform their Department Director. The Department Director may require supporting documentation from the employee which the employee shall provide no later than one (1) business day after the request.

Employees called back to work in emergencies shall be compensated in accordance with established overtime policies.

Except for peace officers, non-exempt employees shall receive over-time pay or compensatory time for any hours worked over 40 hours per workweek.

Exempt employees may receive compensatory time for any hours worked over 40 hours in a

# Clean Version

**RESOLUTION NO. 2025-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEALY, TEXAS, ADOPTING AN AMENDED CITY OF SEALY PERSONNEL POLICIES AND PROCEDURES MANUAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.**

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**PASSED AND APPROVED ON** this the 16th day of September 2025.

_____
Carolyn Bilski, Mayor

ATTEST:

_____
Sandra Vrablec, City Secretary

Proposed 9.16.25, Replaces Version 7.16.2025 – 09.16.25, Effective 09.17.2025

# CITY OF SEALY PERSONNEL POLICIES & PROCEDURES MANUAL

SEALY TEXAS

A HISTORY OF EXCELLENCE. A FUTURE OF PROGRESS

EFFECTIVE SEPTEMBER 17, 2025 - CURRENT

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## CITY OF SEALY
## PERSONNEL POLICIES AND PROCEDURES MANUAL

**Purpose of Manual**

This manual is a summary of personnel policies established to assist employees of the City of Sealy in the administration of positive employee relations in accordance with sound management principles and applicable laws.

Although most matters regarding personnel issues are covered in this manual, there may be situations that are not specifically addressed. In these instances, the City Manager retains the right to establish additional policies. This manual applies to all City of Sealy employees.

It is the responsibility of each employee of the City to comply with this manual and with other rules and regulations implemented in accordance with this manual. If there are questions regarding this manual, then address them with your Department Director, the Human Resources Department, or the City Manager, as provided for herein.

Departments may establish additional policies with the approval of the City Manager and shall file such policies with the Human Resources Department.

This manual is not a contract of employment. Present or prospective employees should not rely on oral or written statements as representing an employment contract. Except for the City Manager, employment with the City of Sealy, Texas, is at-will.

**City's Mission**

The City of Sealy, Texas will strive to assure the highest quality of life for those who choose to live, work, and play here while protecting the City's economic well-being for current and future generations.

**City's Vision**

The City of Sealy, Texas is dedicated to preserving our history of excellence while continually investing in our future of progress.

**City's Values**

**I**-Integrity, **C**-Customer Care, **A**-Accountability, **R**-Reliability, **E**-Excellence

# Chapter 1-INTRODUCTION

## Section 1.0 Equal Opportunity Employment

The City is an Equal Opportunity Employer and does not discriminate on the basis of race, color, disability, religion, sex, national origin, age, pregnancy, childbirth, or other related medical conditions, military service or any other classification protected by local, state, and federal laws, rules, or regulations.

## Section 1.1 Manual Amendments, Enforcement, Severability, and Controlling Law

The City Council may amend this manual at any time for any reason without notice.

This manual shall automatically be amended if there is a change in law to conform with such law.

The City Manager shall be responsible for implementation, administration, enforcement, and interpretation of this manual.

If any provision of this manual is invalid or illegal, then the remaining provisions of this manual shall remain in full force and effect.

If there is a conflict between this manual and any law, rule, or regulation, then the law, rule, or regulation shall control.

# Chapter 2-EMPLOYEE HIRING AND APPOINTMENT

## Section 2.0 Employment Positions

Only those employment positions provided for in the annual budget or new employment positions authorized by the City Council shall be filled. A Department Director shall notify the City Manager and Human Resources Department, in writing, when an employment vacancy occurs in their department.

Employment positions may be filled through public notice, promotions, transfers, demotions, reinstatement, or any other means approved by the City Manager.

## Section 2.1 Announcement of Employment Positions

The City may publicly post employment positions, but is not required to do so. Employment positions shall be posted for two (2) weeks, unless otherwise directed by the City Manager.

Current employees may be given hiring priority.

Each employment posting, when practicable, shall specify the title, salary range, duties, qualifications, and the application deadline. Hiring decisions are made based upon the merit of the applicant, including relevant work experience or skills.

## Section 2.2 Employment Applications

Employment applications shall be submitted, fully completed, on forms provided by the City.

Incomplete applications or applications with false information may be rejected.

Applications shall be submitted to the Human Resources Department.

## Section 2.3 Employment Evaluation/ Grounds for Disqualification

The City's objective is to fill employment positions with highly qualified persons. The Department Director, City Manager, or their designee shall determine the most appropriate means of evaluating applicants. Reference checks, interviews, medical and psychological examinations, criminal background checks, verification of citizenship or employment eligibility, skills test, written tests, driver's license checks, or other similar procedures may be used by the City.

An applicant shall be disqualified from employment consideration if he or she:

A. Does not meet the minimum qualifications necessary to perform the essential functions of the employment position;
B. Has knowingly made any false statement on the application;
C. Is not lawfully authorized to work in the United States or if such employment would violate the law.

Unless approved by the City Manager, former City employees who were terminated for misconduct or other serious performance issues shall not be eligible for rehire.

## Section 2.4 Americans with Disabilities Act

The City shall comply with the Americans with Disabilities Act (ADA) and prohibits discrimination against qualified individuals on the basis of disability. Any employee seeking a reasonable accommodation for a disability that affects the employee's ability to perform the essential functions of the employment position may provide a written request to the Human Resources Department.

Upon request for an accommodation, the City Manager, Human Resources Department, and the Department Director will engage in an interactive process by meeting with the employee to discuss and identify the limitations resulting from the disability and the potential accommodation that the City may make to enable the employee to perform the essential functions of his or her job. The City may consult with outside agencies and organizations to identify reasonable accommodation options.

The City does not need to provide an accommodation if doing so would cause an undue hardship, meaning the accommodation is unduly costly, extensive, substantial, or disruptive or would fundamentally alter the nature or operation of City business. The ADA does not generally require the City to make the best possible accommodation, to reallocate essential job functions, or to provide personal use items at the City's cost (i.e. eyeglasses, hearing aids, wheelchairs, etc.).

Employees who fail to return to work after the conclusion of an approved leave, including any extensions of leave granted as a reasonable accommodation, shall be regarded as having voluntarily resigned their position.

## Section 2.5 Employment Categories and Classifications

Employees are classified into one of the following categories:

A. REGULAR EMPLOYEES: Employment in which the employee works at least forty (40) hours in a workweek. Peace officers may be required to work more than forty (40) hours in a workweek.

B. PART-TIME EMPLOYEES: Employment in which the employee works less than 20 hours in a workweek.

C. TEMPORARY EMPLOYEES: Employment in a position established for a specified period of time or for the duration of a specified project.

D. FLSA Classifications: For purposes of overtime pay, employment positions are classified as "EXEMPT" or "NON-EXEMPT", defined as follows:

   1. EXEMPT: Any position that performs professional, executive, or administrative duties and is classified as exempt by the Federal Fair Labor Standards Act. This classification is paid on a salary basis and is not eligible for overtime pay.

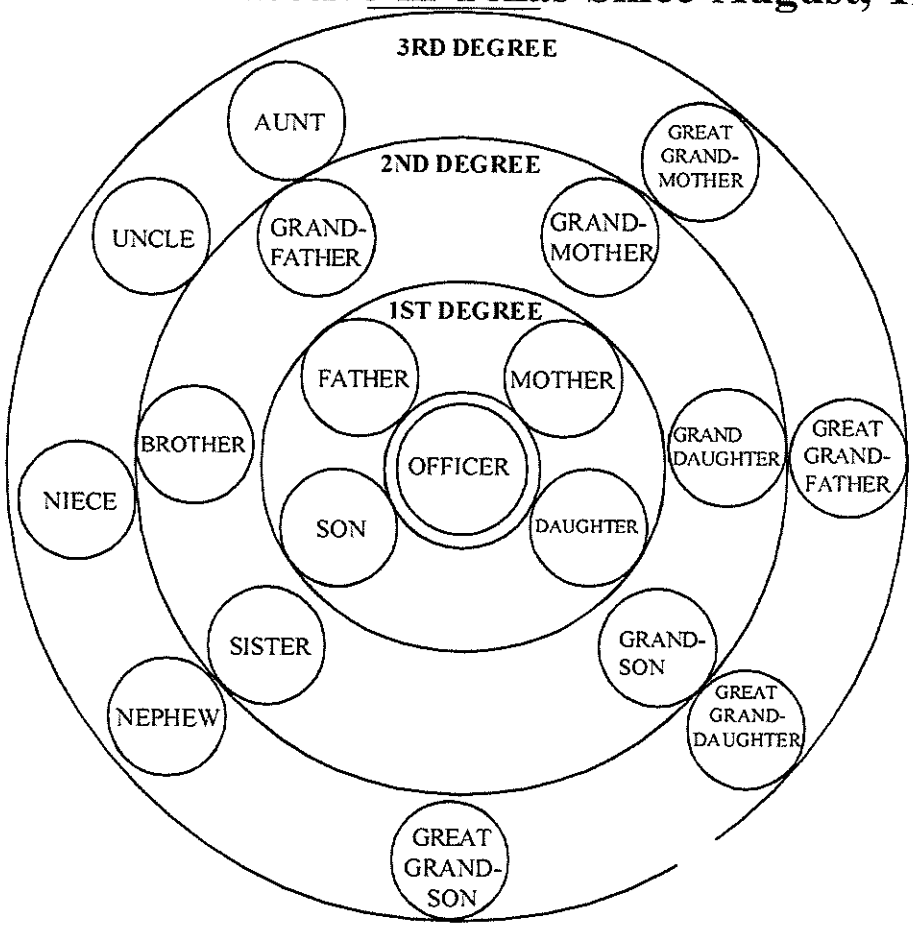
2. NON-EXEMPT: Any position that does not meet the requirements to be classified as exempt by the Federal Fair Labor Standards Act. This classification is generally eligible for overtime pay.

## Section 2.6 Nepotism

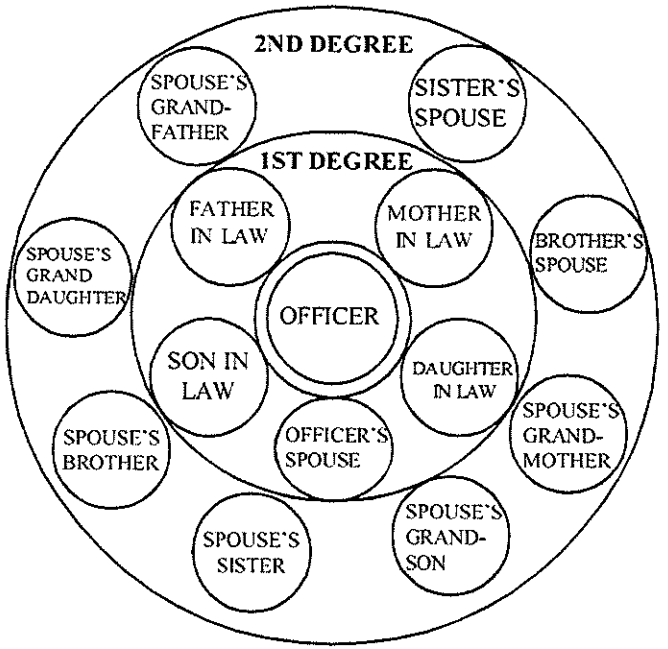
The City shall comply with nepotism laws.

In addition, unless the City Manager provides otherwise, no person shall be employed in the same work group nor be supervised by an employee within the third degree of consanguinity or second degree of affinity as set forth in the chart below.

# NEPOTISM
## Civil Law Method
## Effective in Texas Since August, 1991




SANGUINITY KINSHIP CHART (Blood)




AFFINTTY KINSHIP CHART (Marriage)

## Section 2.7 Pre-employment Examinations, Screenings, and Verifications

Once an applicant receives a conditional offer of employment from the City, the City may then require the applicant to:

A. Perform a medical or physical examination;

B. Drug screening:

The City also may:

A. Check references;

B. Review driving record;

C. Verify education; or

D. Perform any additional investigations deemed necessary based on the position being filled.

**The City may rescind an offer of employment based on the results obtained in this section.**

The City shall pay the costs associated with examinations, screenings, and verifications.

## Section 2.8 Employment Change

The City may promote, temporarily promote, transfer, demote, or terminate an employee. The Department Director may, at any time, determine the employee is not suited to the employment position and may transfer the employee if a suitable position is available or terminate the employee. The City has no obligation to place the individual in another position within the City, including the position formerly held.

## Section 2.9 Promotion

A promotion is moving an employee from one position to another with generally a greater degree of responsibility, experience, education, and training and which may be at a higher salary.

## Section 2.10 Temporary Promotion

A temporary promotion may be required to fulfill City functions. The City Manager may authorize a temporary promotion in which the employee will be in "Acting" status. Normally, employees so promoted will hold the position for a specified time period and will be compensated during that time at the appropriate pay level prescribed for the employment position.

Nothing herein shall be construed to prevent the assignment of additional or a higher level of duties to an employee's existing position without additional compensation. However, job descriptions and assignments may be rotated or assigned based upon operational necessity and efficiency without an award of additional compensation.

## Section 2.11 Transfer

A transfer is moving an employee to other positions in the same salary level. Transfers between departments shall require City Manager approval.

A transfer, generally, shall not affect the individual's salary.

## Section 2.12 Demotions

A demotion is the assignment of an employee from one position to another position having fewer responsibilities or requiring less responsibility, experience, education, or training, and in most cases, results in a reduction in salary. The employee must be capable of performing the essential function of the employment position. An employee may be demoted at any time he or she fails to satisfactorily meet performance standards established for their employment position, for disciplinary reasons, budgetary reasons, or when deemed necessary by the City.

## Section 2.13 Employee Orientation

All new employees shall be given an orientation about the nature of the job, the benefits, obligations, and responsibilities of the position, and the general policies and procedures of the City and their department. In addition, the City shall obtain information needed for insurance and other benefit programs. The employee shall be furnished a copy of this manual.

## Section 2.14 Initial Evaluation

A Department Director or a supervisor may conduct an evaluation of new employees at three (3) months to determine whether the employee is meeting employment requirements; however, an employee may be terminated at any time prior to or after this initial evaluation.

# Chapter 3-COMPENSATION & PERFORMANCE EVALUATION

## Section 3.0 Compensation Plan

The City compensates employees in the form of pay and benefits. The City strives to provide competitive pay and benefits which will attract and retain qualified employees.

Annually, but not before the month of July, or before the Finance Director's monthly financial reports are provided for the month ending April of the current fiscal year, the City prepares a compensation plan for employees which includes a pay scale, a certification incentive schedule, merit increase recommendations, top-out pay recommendations, and a schedule of benefits provided by the City. At that time, City Council will be provided with a paid time off liability report comparing vacation and sick leave balances, and their corresponding values, from the beginning of the fiscal year to the current reporting date.

## Section 3.1 Employee Pay Schedule

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When a pay period falls on a holiday, employees are paid on the last working day preceding the holiday.

The City does not provide pay advances.

The City encourages its employees to utilize direct deposit.

## Section 3.2 Emergency Services Pay

When directed by the City Manager, employees shall report to work even if a declared emergency is ordered. An employee who fails or refuses to report to work, fails or refuses to perform employment functions, or fails or refuses to obey any order or direction of the City may be disciplined up to and including termination.

If an employee has a circumstance that would impair the ability to report to work, perform employment functions, or obey orders or directions, the employee shall immediately inform their Department Director. The Department Director may require supporting documentation from the employee which the employee shall provide no later than one (1) business day after the request.

Employees called back to work in emergencies shall be compensated in accordance with established overtime policies.

Except for peace officers, non-exempt employees shall receive over-time pay or compensatory time for any hours worked over 40 hours per workweek.

Exempt employees may receive compensatory time for any hours worked over 40 hours in a workweek at the Department Director's discretion.

The City Manager may require Department Directors to use flex time to reduce the liability that overtime hours create.

**Evacuation Pay**

In the event of an ordered evacuation,

A. non-exempt employees may use vacation and compensatory time. If the employee does not have any vacation or compensatory time available, then unpaid leave will be granted in one week increments with the approval of the City Manager. If the employee is unable to return to work when the City resumes operations, the City reserves the right to discontinue authorized leave and terminate the employee.

B. exempt employees may use vacation time. If the employee does not have any vacation time available, then unpaid leave will be granted in one week increments with the approval of the City Manager. If the employee is unable to return to work when the City resumes operations, the City reserves the right to discontinue authorized leave and terminate the employee.

## Section 3.3 Overtime Compensation and Compensatory Time

**Overtime Compensation.** Overtime compensation is paid to all non-exempt employees in accordance with federal and state wage and hour requirements. Unless otherwise provided for herein, exempt employees are not paid overtime compensation. Exempt employees are expected to put in the hours necessary to complete their employment functions.

Overtime must be approved by the Department Director. When possible, advance notification of mandatory overtime assignments will be provided. Overtime assignments will be distributed as equitably as practical to all non-exempt employees qualified to perform the required work. Refusal or other failure to work mandatory overtime may result in disciplinary action up to and including termination. Overtime work is subject to the same attendance requirements as non- overtime work.

Non-exempt employees who work overtime without receiving proper authorization will be subject to disciplinary action up to and including possible termination.

Generally, except for peace officers, overtime pay for non-exempt employees is at the rate of 1- 1/2 times the employee's regular hourly rate of pay for hours actually worked in excess of 40 in a workweek. An employee's regular hourly rate includes all pay incentives, such as longevity pay and certification pay. Peace officers are paid overtime based on the work cycle adopted by their Department, which is currently based on a 14-day work cycle of 80 hours.

Time off for vacation leave, holiday leave, sick leave, jury duty leave, witness duty leave, bereavement leave, or any other leave of absence is not considered time worked for purposes of calculating overtime. All hours physically worked by an employee will be applied to regular hours worked until they have met the 40 hours per workweek or 80 hours per work cycle requirement.

**Compensatory Time.** Non-exempt employees may accrue compensatory time in lieu of being paid overtime compensation. All non-exempt employees may accrue a maximum of 80 hours of compensatory time. Overtime hours worked beyond the maximum shall be paid. Compensatory time accrues at a rate of 1-1/2 hours for every hour of overtime worked by non-exempt employees. Department Directors will document compensatory time earned and forward such to the Human Resources Department.

**Using Compensatory Time.** An employee who has accrued compensatory time and requests use shall be permitted to use such time off within a reasonable period after making the request. Compensatory time off shall not unduly disrupt the City's operations. If compensatory time off is denied, then the employee shall be paid for time worked. Department Directors or supervisors may require an employee to take compensatory time off to manage the accrual limitation. Additionally, the City may, at any time, elect to pay an employee their accrued compensatory time.

**Payment of Compensatory Time.** An employee who is reclassified from a non-exempt position to an exempt position shall be paid all accrued compensatory time. Upon leaving employment with the City, a non-exempt employee shall be paid for accrued compensatory time. The rate of compensation for each compensatory hour paid shall be at the regular rate earned at the time of leaving employment.

**Flex-time Work Schedule.** Department Directors may also flex or adjust an employee's schedule to reduce or control the number of hours worked within a work period. Employees are not guaranteed overtime, regardless of previous schedules or assignments. Flexing shall be completed within the same workweek or work cycle that the employee worked.

## Section 3.4 Employee Performance Evaluation

The City may conduct performance evaluations for any City employee. A performance evaluation may be conducted at any time, but the City strives to conduct performance evaluations at least once annually on or before the employee's anniversary date, which is measured from their hire date.

The goal of performance evaluations is to ensure that the quantity and quality of work performed by employees meets the City's needs and to:

a. help plan more effectively the work of the City departments and other work units;

b. identify training and development needs;

c. promote fair treatment of employees; and

d. provide for increased communication between employees and their supervisors.

Review and Appeal of Evaluations: An employee's performance evaluation shall be reviewed by the City Manager and Human Resources Department. An employee may appeal his/her performance evaluation in writing to their Department Director within five (5) business days of receiving a copy of the signed, completed evaluation. The Department Director will then have three (3) business days to discuss the appeal with the employee. If the employee is not satisfied with the response of the Department Director, they may appeal the evaluation to the City Manager. The employee must sign a request to continue the appeal process at the time they receive the response from the Department Director. The decision of the City Manager shall be final for all employees below the Department Director level. Department Directors may appeal their evaluation ratings to City Council through the City Secretary's office if a resolution is not reached through the City Manager.

Top-out pay: If an employee has reached the maximum pay on the pay scale, the employee may receive a one-time lump sum payment in lieu of an increased hourly rate. The amount shall be the product of the employee's annual salary times the percentage increase determined by the employee's annual evaluation. This percentage shall not exceed the approved percentage in the City Compensation Plan.

Salary increases and Top-out pay are subject to budget availability and are not guaranteed.

## Section 3.5 Training and Development

The City encourages employee educational training and development related to their employment functions.

Department Director's shall approve training and development expenses prior to the expenditure or commitment of funds based on the City's budget. Any nonbudgeted training and development shall be approved by the City Manager.

## Section 3.6 Longevity Pay

The City provides longevity pay to all regular, full-time employees after one year of service. The amount of $4.70 will be added to the gross pay earned for each pay period for a year, beginning with the first pay period of the second year. At the end of each year, that amount becomes vested and a like amount added each pay period of the subsequent year, and so on for the duration of employment with the City.

## Section 3.7 Separation Pay

Employees who leave the service of the City, regardless of reason for separation, shall receive all pay that is due in accordance with the following considerations:

A. The final compensation check for voluntary separations will be issued not later than the next regularly scheduled payday if all City property has been returned. The final compensation check for involuntary separations will be issued within six (6) calendar days.

B. Only regular, full-time employees who have successfully completed at least two (2) years of service shall be paid for unused vacation time if all other eligibility and good standing requirements are met;

C. An employee who has accrued compensatory time shall be paid for unused compensatory time.

D. If applicable, sick leave will be paid in accordance with this manual.

E. Employees may request that any retirement benefits paid by him or her, through payroll deductions, be refunded in accordance with the applicable program.

F. Separation pay may be delayed due to any pending investigation of an employee.

G. A regular, full-time employee who gives less than ten (10) working days' notice of resignation or who is dismissed because of violating personnel rules and regulations concerning conduct will forfeit accrued vacation and sick leave pay unless approved by the City Manager.

H. If any employee dies while employed by the City, the City shall pay their designated beneficiary any unpaid pay, unused vacation time, and accumulated benefits consistent with this Manual and the payroll practices of the City.

# Chapter 4-ABSENCES AND LEAVES

## Section 4.0 Holidays

All regular, full-time employees shall be paid for holidays as set forth by City Council and as provided for herein:

A. Any other day may be designated a holiday with City Council approval.

B. All employees will receive eight (8) hours of regular pay for the holiday.

C. Department Directors may require an employee to work on a holiday if necessary for City functions. All non-exempt employees required to work on holidays will be paid one and one-half times their regular rate for the hours worked. Employees shall not accrue Holiday time.

D. For peace officers, if a holiday falls on a regularly scheduled day off, the City will pay the regular rate.

E. An employee on unpaid leave or who is absent without authorized leave on the day immediately preceding the holiday, on the holiday, or the day following a holiday will not be paid for the holiday.

F. An employee on paid leave status will be paid holiday pay rather than any other leave status pay.

G. An employee on Workers' Compensation leave will receive holiday pay if the employee would have been paid for that holiday as set forth in this section.

H. Part-time, seasonal, or temporary employees may be granted each holiday off without pay at their supervisor's discretion.

## Section 4.1 Vacation

Paid vacations are provided as a benefit of employment so that employees may have periods of rest, relaxation, and recreation. Vacation leave also may be used for personal business, extension of a Holiday, or Sick Leave. The Department Director, or City Manager if the request is from a Department Director, shall approve scheduled Vacation Leave.

All regular, full-time employees receive vacation leave as follows:

| Years of Service | Hours of Vacation leave per |
|---|---|
| Year 1-7 | 80 hours |
| 8-15 | 120 hours |
| 16+/City Manager | 160 hours |

A. Accrual: Regular, full-time employees accrue vacation leave at the end of each pay period based on their years of service. New full-time employees will receive twenty (20) hours of vacation leave at three (3) months. See the examples provided.

*Example of Vacation Leave Accrual Table for 1st Year of Service: (80 hours per year over 10 months)

| 1st month | 2nd month | 3rd month | 4th month | 5th month | 6th month | 7th month | 8th month | 9th month | 10th month | 11th month | 12th month |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 0 | 0 | 20 | 26.66 | 33.32 | 40 | 46.66 | 53.32 | 60 | 66.66 | 73.32 | 80.00 |

*Example of Vacation Leave Accrual Table for 2-7 Years of Service: (80 hours per year over 12 months)

| 1st month | 2nd month | 3rd month | 4th month | 5th month | 6th month | 7th month | 8th month | 9th month | 10th month | 11th month | 12th month |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 6.63 | 13.26 | 19.89 | 26.52 | 33.15 | 39.78 | 46.41 | 53.04 | 59.68 | 66.31 | 72.94 | 80.00 |

*Example of Vacation Leave Accrual Table for 8-15 Years of Service: (120 hours per year over 12 months)

| 1st month | 2nd month | 3rd month | 4th month | 5th month | 6th month | 7th month | 8th month | 9th month | 10th month | 11th month | 12th month |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 9.95 | 19.91 | 29.87 | 39.83 | 49.78 | 59.74 | 69.70 | 79.66 | 89.61 | 99.57 | 109.53 | 120.00 |

*Example of Vacation Leave Accrual Table for 16+ Years of Service/City Manager: (160 hours per year over 12 months)

| 1st month | 2nd month | 3rd month | 4th month | 5th month | 6th month | 7th month | 8th month | 9th month | 10th month | 11th month | 12th month |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 13.28 | 26.56 | 39.85 | 53.13 | 66.42 | 79.70 | 92.98 | 106.27 | 119.55 | 132.84 | 146.12 | 160.00 |

**The tables reflect estimated accrual and do not represent actual hours accrued per pay period.*

B. Scheduling: Employees shall be permitted to take vacation leave if taking leave will not affect the efficiency of City functions and services.

   1. If three (3) or more consecutive days of leave is requested, an employee shall request leave at least two (2) weeks prior to the requested leave. The person responsible for authorizing the leave may waive this provision.

   2. If fewer than three (3) consecutive days of leave is requested, an employee shall request leave at least two (2) working days prior to the requested leave. The person responsible for authorizing the leave may waive this provision.

C. If an employee fails to designate the type of leave taken at the time payroll is processed, the City shall deduct the employee's vacation leave to account for the absence or absences.

D. Employees who become ill or injured during vacation leave may request the time of illness or injury be charged to sick leave. The person authorizing leave may require supporting documentation from a health care provider.

E. No employee shall be allowed to use vacation leave prior to it being accrued.

F. The maximum amount of vacation leave that may be accrued shall be twice the number of days accrued under his/her annual accrual rate. If a department is facing a critical staffing shortage and it is determined by the city council that enforcing the use of mandatory vacation leave could result in public health and

safety risks for either staff or the public, authorization to extend the approved accrued vacation leave caps would require the approval of city council, to include the approval of a one-time end of fiscal year pay-out of any vacation leave in excess, which shall be paid at the employee's regular wage rate as soon as vacancies are sufficiently filled, but no later than the last pay period of the fiscal year, and funded from the council approved funding source.

G. Employees shall take at least 80% of vacation days each year, with the year being designated as the anniversary hire date to the next anniversary date. Employees will lose vacation days if not taken as provided for in this section. Accrual of vacation will stop once the maximum accrued vacation hours are reached. See the examples provided.

Vacation Leave Table:

| Years of Service | Vacation Hours Accrued Annually, beginning on Anniversary Date | Number of Vacation Hours that must be used Annually | Maximum Accrued Vacation Hours |
|---|---|---|---|
| 1 – 7 | 80 | 64 | 160 |
| 8 – 15 | 120 | 96 | 240 |
| 16+ | 160 | 128 | 320 |

H. An employee cannot take more than 25 consecutive days of vacation leave without the approval of the City Manager.

I. Vacation leave is not earned while an employee is on unpaid leave or is absent without authorized leave.

## Section 4.2 Sick Leave

All regular, full-time employees receive sick leave as follows:

A. Accrual: Regular, full-time employees accrue sick leave at the end of each pay period. Regular full-time employees receive ninety-six (96) hours of sick leave within a calendar year. New employees will receive twenty-four (24) hours of sick leave at three (3) months of employment.

*Example Sick Leave Accrual Table for 1st Year of Service: (96 hours per year over 10 months)

| 1st month | 2nd month | 3rd month | 4th month | 5th month | 6th month | 7th month | 8th month | 9th month | 10th month | 11th month | 12th month |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 0 | 0 | 24 | 32.00 | 40.00 | 48.00 | 56.00 | 64.00 | 72.00 | 80.00 | 88.00 | 96.00 |

*Example Sick Leave Accrual Table After 1st Full Year of Service: (96 hours per year over 12 months)

| 1st month | 2nd month | 3rd month | 4th month | 5th month | 6th month | 7th month | 8th month | 9th month | 10th month | 11th month | 12th month |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 7.97 | 15.94 | 23.91 | 31.88 | 39.85 | 47.82 | 55.79 | 63.76 | 71.73 | 79.70 | 87.67 | 96.00 |

**The tables reflect estimated accrual and do not represent actual hours accrued per pay period.*

B. Notification of Absence: Employees using sick leave shall notify their supervisor or their Department Director of their absence via a communication designated by the Department Director no later than thirty (30) minutes prior to the regularly scheduled work start time unless illness or injury renders the employee unable to do so in which case notification may be made by an immediate family member or emergency contact.

C. Sick leave may be used in the following circumstances:

1. Personal illness or physical or mental incapacity, injury to the employee (non- occupational in nature, including conditions related to pregnancy);
2. Medical, dental, or optical examinations or treatments;
3. Illness arising from exposure to contagious disease and endangering the health of other employees;
4. To care for a spouse after pregnancy, a newborn child; or the placement with the employee of a child for adoption or foster care and to care for the newly placed child;
5. Illness in the employee's immediate family (employee's spouse, children, or parents) which necessitates his/her absence from work; and
6. Death of the employee's spouse, child, parent, or parents-in-law beyond the five (5) day benefit set forth under "Bereavement Leave."

D. Employees shall not engage in any employment or business from the time they give notice of leave until such time as they have returned to work, unless the employee has prior approval from their Department Director.

E. Written Certification of leave: If leave of three (3) or more consecutive days is used for the employee's own illness, incapacity, or injury the employee shall provide written certification from a health care provider that leave was necessary and that the employee is fit to return to work. If three (3) or more consecutive days are used due to the illness or care of an immediate family member, the employee shall provide written certification from the health care provider that the employee's leave was necessary. Certifications shall be provided prior to the employee returning to work. The Department Director may waive the requirements of this section.

F. If the written certification places restrictions on the performance of the employee or if the City believes the employee is unable to perform the essential functions of the job, the employee may be required to submit to examination by a physician designated by the City. In such cases, the employee will not be allowed to return to work unless the City's physician certifies that the employee can fully perform the essential functions of the job.

G. The City may require an employee to take sick leave if it is in the best interest of the City or the employee; however, no employee may use sick leave prior to it being accrued.

H. Sick leave is not earned while an employee is on unpaid leave or is absent without

authorized leave.

I. An employee that falsifies the reason for leave or provides falsified documentation associated with the leave may be subject to disciplinary action, up to and including termination. If the City confirms that the employee provided false information or documentation, the City shall not apply sick leave time to the time off and the employee will be considered on unpaid leave.

J. An employee who has used all sick leave shall use all other available leave with pay and then may request unpaid leave. The City Manager shall approve or deny any unpaid leave.

**EFFECTIVE 11/1/2022:**

The City of Sealy Personnel Policies and Procedures Manual, Section 4.2, is amended to read as follows:

K. Except for Tier Three employees, upon separation of employment with the City, employees with a minimum of one (1) year of employment and who separate in good standing shall be paid at a rate of one (1) day's pay for every two (2) days of accrued sick leave (a "day" being eight (8) hours) for sick leave at the employee's regular rate of pay as of the date of separation, in accordance with the table below. Employees who separate because of termination or voluntary resignation without the required notice served to the City (being two (2) weeks) shall not be considered in good standing and shall not be paid for accrued sick leave. Hours which have been accrued beyond the maximum eligible hours will be forfeited upon separation.

L. There is hereby established a sick leave accrual cap of 320 hours for Tier One employees and 160 hours for Tier Two and Tier Three employees, based on the chart shown below.

| | DATE OF EMPLOYEE EMPLOYMENT (BY RANGE) | MAXIMUM NUMBER OF TOTAL HOURS ACCRUED | MAXIMUM NUMBER OF HOURS FOR PAYMENT |
|---|---|---|---|
| | | | |
| Tier One | Employed on February 7, 1989 to March 31, 2012 | 320* | 320 hours |
| | | | |
| Tier Two | Employed on April 1, 2012 to October 18, 2022 | 160* | 160 Hours |
| Tier Three | Employed on or after October 19, 2022 | 160* | Not eligible for sick leave pay |

**As of 1/5/2025, if an employee has more than the designated accrual cap stated, then employee can retain the accrued balance but will not accrue more sick time unless and until the employee goes under the cap.*

## Section 4.3 Bereavement Leave

All regular, full-time employees receive Bereavement leave as follows:

A. Up to five (5) business days for the death of an immediate family member. Immediate family member for purposes of this section includes spouse, child/stepchild, parent/parent-in-law, grandparent/grandparent-in-law, grandchild, foster parent, guardian, brother/brother-in-law, sister/sister-in-law, niece, and nephew.

B. Up to three (3) business days for a death of other non-immediate family members.

C. In the event of the death of an employee or city official, the City Manager may grant bereavement leave up to two (2) business days to other employees.

## Section 4.4 Administrative Leave with Pay

A. Elections: Employees on duty on the date of any national, state, or local election and who are eligible to vote in such elections shall be granted paid leave to exercise this right if the polls are not open for voting for two consecutive hours outside of the employee's work hours. Evidence of voter registration and voting may be required by the employee's supervisor.

B. Jury/Court Duty: Employees who are required to appear for jury service or court service shall be granted paid leave. Evidence of jury summons or court subpoena may be required by the employee's supervisor. Court service does not apply to personal court dates.

C. Official Business: The City Manager may grant an employee paid leave for any purpose that qualifies as official city business.

## Section 4.5 Military Leave

The City shall comply with all laws regarding military leave.

## Section 4.6 Authorized Leave without Pay

Authorized leave without pay or unpaid leave may be granted to regular, full-time employees at the discretion of the Department Director with the City Manager's approval.

Unpaid leave shall be granted only if the employee has used all other leave except an employee may only use sick leave for purposes defined in Section 4.2 of this Manual.

Unpaid leave may be granted for the following reasons:

A. To recover from an illness or injury not believed to be of a permanent or disqualifying nature;

B. When return to work would threaten the health or safety of others;

C. To provide necessary care for an immediate family member who is ill or is incapacitated;

D. For an excused, but non-compensable, absence of less than a day;

E. For vacation; or

F. As otherwise authorized in this Manual or as required by law.

An employee granted unpaid leave pay shall not accrue sick leave, vacation leave, except as required by law.

## Section 4.7 Absence without Authorized Leave

Absence without authorized leave for one (1) day or more shall serve as resignation by the employee.

## Section 4.8 Family Medical Leave

The City shall comply with the Family Medical Leave Act (FMLA). Except as otherwise provided in this Manual, employees will not receive compensation or accrue benefits during a FMLA of absence.

A. Eligibility: Employees are eligible for leave under FMLA if they have completed at least one (1) year of service and worked a minimum of 1,250 hours during that year as specified by law. Employees who have accrued vacation and sick leave time shall be required to use this time during the leave requested under FMLA. Employees who use all their accumulated paid time under FMLA will be on FMLA leave without pay. Employees who qualify will receive a maximum of twelve (12) weeks on a rolling twelve-month calendar. Leave will be calculated from the first qualifying date. Compensatory time, upon approval of the City Manager, may be used during FMLA leave but cannot be calculated as part of the twelve (12) week period. Should an employee ask for an extended leave for one of the qualifying events listed below and not request the time under FMLA, the City has a right under the law to inform said employees that the time off qualifies under FMLA and will be charged against the twelve (12) weeks available under the FMLA. FMLA leave can be taken intermittently.

B. Qualifying Events: Eligible employees are entitled to twelve (12) workweeks of leave as provided above for:

1. the birth of a child and to care for the newborn child within one year of birth;
2. the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
3. to care for the employee's spouse, child, or parent who has a serious health condition;
4. a serious health condition that makes the employee unable to perform the essential functions of his or her job; and

5. any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;"

Or twenty-six (26) workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

C. Serious Health Condition: For both employees and for their immediate family members, the FMLA defines a serious health condition as "an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice or residential medical care facility or continuing treatment by a health care provider." Per the Department of Labor regulations, the following serious health conditions qualify for family leave:

1. Any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility;
2. a period of incapacity requiring absence of more than three calendar days from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider;
3. any period of incapacity due to pregnancy, or for prenatal care;
4. any period of incapacity (or treatment therefore) due to a chronic serious health condition (e.g., asthma, diabetes, epilepsy, etc.);
5. a period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (e.g., Alzheimer's, stroke, terminal diseases, etc.); or
6. any absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity of more than three consecutive days if left untreated (e.g., chemotherapy, physical therapy, dialysis, etc.).

The City, in accordance with the FMLA, shall have the right to verify with the healthcare provider of the employee or employee's qualifying family members as to the medical condition qualification under the FMLA as it pertains to a serious illness or injury.

NOTE: A cosmetic procedure does not typically qualify as a serious health condition unless the employee is hospitalized, or the procedure is medically necessary. Employees may consult with their health care provider regarding whether a procedure is a qualifying serious health condition.

D. Leave Procedure: When possible, requests for FMLA leave or any extension thereof, must be submitted in writing to the employee's Department Director thirty (30) days prior to commencement of the leave period, or as soon as practicable. The Department Director will forward the request to the City Manager recommending approval or denial of leave. The City Manager shall decide whether to approve or deny leave, and the City Manager's decision is final. All employees on approved leave are expected to report any change of status in their need for leave or their intention to return to work to their Department Director.

E. Restriction: Unless approved by the City Manager, employees who are on an approved leave may not perform work or for any other employer during that leave.

F. Benefit Continuation: The City will continue to provide health insurance and other benefits to employees on leave as required by law. Benefits that accrue according to length of service, such as vacation and sick leave do not accrue during periods of unpaid leave. Those employees contributing their portion for health insurance for extended coverage (spouse, children or full family) shall be required to continue their contribution even during periods of unpaid leave.

G. Return to Work: Employees returning from leave under FMLA will be reinstated to their same job or to an equivalent job with equivalent status and pay as required by law. If the same job or one of equivalent status and pay is not available as a result of a reduction of force, the employee will be treated in the same manner as though they were not on leave at the time of the reduction in force.

H. Failure to Return to Work: If an employee fails to return to work at the conclusion of FMLA leave, including any extension of such leave, the employee will be considered to have voluntarily resigned their employment.

I. Intermittent Family Medical Leave: In the event of qualified intermittent leave, employees must still comply with all City policies and procedures for requesting time off. At the time notification of leave is provided, employees must clearly indicate the leave is related to FMLA. Leave requests that are submitted without this documentation may not be included as FMLA leave and changes to the form may not be allowed after being submitted to payroll for processing.

# Chapter 5-EMPLOYEE CONDUCT

## Section 5.0 Attendance and Time Sheets

Employees shall attend work as scheduled or as directed. For most positions, attendance at the workplace is an essential function.

Employee shall fully and accurately complete time sheets as provided by the City. Department Directors shall maintain employee attendance records. Department Directors or supervisors shall submit approved time sheets to the Human Resources Department.

## Section 5.1 Work Standards

Employees, while on duty, shall conduct themselves in a professional and ethical manner and shall treat other employees, officers, officials, vendors, and members of the public with courtesy. Unprofessional, rude, or abusive behavior will not be tolerated. Employees shall comply with any local, state, and federal laws in performing their employment functions.

Employees shall conduct personal business in such a manner as to cause little interference with City operations. Employees shall not use City resources or property for personal use.

## Section 5.2 Political Activities

Employees may participate in the political process as *private citizens*. However, employees shall not use their position as a City employee to actively campaign for or against political issues or candidates.

Under no circumstances shall any City employee be allowed to campaign for any candidate, even themselves, during work hours or at any City place of work. Nor shall an employee be allowed to represent themselves, using their City employment, title, uniform, or authority as supporting any candidate for political office.

## Section 5.3 Solicitation and Gifts

Employees shall not solicit money, gifts, goods, services, or anything of value from another employee, member of the public, official, or vendor while on duty.

In some instances, the City may consider the collection of money for particular causes or collecting money for gifts for special events as appropriate. Such approval may be granted by the Department Director or the City Manager. No employee shall be required to make any contribution or shall be penalized or rewarded in connection with their employment according to their response to the solicitation.

The City does not allow employees to engage in personal commerce of any kind while on the job or during working hours. The City does not promote, encourage, or endorse private

business relationships or arrangements. City bulletin boards are provided for promoting items of public interest to the citizens of Sealy.

City employees shall comply with all laws regarding acceptance of gifts.

## Section 5.4 Outside Employment

The full-time position the employee holds with the City shall take precedence over any other occupational, business, or commercial interests of the employee. An employee desiring to engage in secondary employment must complete a report of outside employment and submit it to their supervisor. The supervisor shall verify that the secondary employment does not conflict with the employee's City position and if so then forward the report of outside employment to the Department Director for approval. The Department Director shall forward the approved form to the Human Resources Department for inclusion in the employee's personnel file. Department Directors shall receive approval for outside employment from the City Manager.

## Section 5.5 Fitness

Each employee is responsible for maintaining the standards of physical and mental health and fitness required to perform the essential functions of their employment position, with or without reasonable accommodation. Physicals may be required where job-related and consistent with business necessity.

A City designated physician will perform the physical examination. The City will pay for the examination. Unless associated with an on-the-job injury or condition, correction or treatment of conditions diagnosed during these examinations will be the employee's responsibility and may be covered by insurance benefits provided through the City's employee health benefits.

The City may also require a Fitness for Duty examination by its physician before authorizing an employee to return to work following either an on-the-job or an off-the-job injury or illness.

## Section 5.6 Dress Code/Appearance

A. General Guidelines: Dress, grooming, and personal cleanliness are vital to the City's image as well as the morale of its employees. All employees are expected to present a clean and neat appearance and to dress in a professional manner while on City premises or while conducting City business. Employees that do not already have a designated uniform are expected to arrive at work in business or business casual attire.

B. The following minimum guidelines are recommended:

   1. Clothing must be clean and in good repair;
   2. Clothing must not interfere with safety requirements and standards and the employee's ability to perform essential functions and assigned duties;

3. Provocative, tight or revealing clothing is prohibited;
4. Hair must be clean and styled in a neat manner; and

C. Uniforms provided by the City shall not be worn after hours to any establishment that may be deemed inappropriate by citizens, supervisors, or other employees.

D. At times, an employee's duties may require casual attire. These exceptions must be approved by the Department Director and clothing must still follow the minimum guidelines established above.

E. Department Directors may adopt specific dress codes with City Manager approval.

F. The City Manager may establish "casual days" at his/her discretion. Clothing worn on those designated days must still follow the minimum guidelines established above.

## Section 5.7 Use of Music and Portable Devices

The City permits employees to bring portable music devices to work. However, it expects employees to adhere to the following guidelines to ensure their proper and safe use.

A. Employees may listen to music in their work area or office only as long as the volume level is kept low as to not disturb anyone and employees are respectful of co-workers who may not share the same taste. Use of headphones or earbuds are prohibited unless utilizing the portable music device for training or in the course of City business.

B. City-issued electronic devices assigned to employees for training and communication purposes may not be used to download personal music, videos, photographs, apps, software, or similar digital materials.

## Section 5.8 Conflict of Interest

Employees should be careful not to become involved in any conflict of interest involving their position and any non-City activities. An officer or employee of the City may not have a financial interest in the profits of any contract, service, or other work performed for the City, or personally profit or receive anything of value directly or indirectly from any contract, purchase, sale, or service between the City and any person or company. Conflicts of interest are often difficult to determine. If an employee believes an outside job, occupation, business association, commercial interest, or any other activity might create a conflict of interest the employee should discuss the issue with their supervisor or the City Manager prior to undertaking the activity.

## Section 5.9 Harassment Policy

The City is committed to promoting an environment that is free of harassment. The City recognizes that harassment based on sex (with or without sexual conduct), race, color, religion, national origin, age, disability, military status, and genetic information, is a violation of federal and state laws. The City maintains a strict policy that harassment, whether sexual, racial,

ethnic, or religious in nature is not acceptable and will not be tolerated. Employees who are victims of, or witnesses to, behaviors described herein should immediately report such conduct to their supervisors or the Human Resources Department. Complaints will be treated as confidential to the extent allowed by investigative and operational necessity and as allowed by law. Retaliation against employees reporting misconduct or participating in an investigation under this policy is prohibited. In addition, all City employees may be required to complete respectful interactions and cultural diversity training on an annual basis. The City Manager or his designee will schedule the annual training and notify all employees regarding the training date and time. Multiple training dates and times will be made available.

Harassment is abusive, obscene, or threatening conduct or communication that is intended to harass, annoy, alarm, torment, embarrass, or injure another. Employees who engage in such conduct while on duty or on City premises will be subject to immediate discipline. While on duty or on City premises, employees shall not use obscene or abusive language or offensive gestures in their communication with coworkers or members of the public; employees shall not by oral, written, electronic, or other means of communication threaten or intimidate coworkers or members of the public; employees shall not physically endanger, intimidate, or injure coworkers or members of the public.

An individual's intentions and motives are not the decisive factors in considering alleged harassment behavior. The effect of one employee's behavior upon another employee is the decisive factor. If an individual's behavior is considered offensive by another individual or if it has an intimidating effect upon another individual, then sexual, racial, ethnic, or religious harassment or harassment towards one's age or disability may be present.

A. Definitions:

The definitions listed below are in accordance with the guidelines adopted by the Equal Employment Opportunity Commission (EEOC).

1. *Sexual Harassment* – Unwelcome advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:
    a. Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
    b. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual;
    c. Such conduct has the purpose or effect of interfering with an individual's performance or creating an intimidating, hostile, or offensive working environment. Examples include:
        i. Unwelcome "kidding";
        ii. Unwelcome teasing or jokes;
        iii. Subtle pressure for sexual activity;
        iv. Physical contact such as patting, pinching or constant brushing against another's body; or

v. Demands for sexual favors.

2. *Ethnic/Racial Harassment* – Ethnic or racial slurs, jokes and other verbal or physical conduct relating to an individual's national origin or race constitute harassment when this conduct:

   a. Has the purpose or effect of creating an intimidating, hostile or offensive working environment, or

   b. Has the purpose or effect of interfering with an individual's work performance.

3. *Religious harassment* – Religious slurs, jokes, and other verbal or physical conduct relating to one's religious beliefs constitute harassment when the conduct:

   a. Has the purpose or effect of creating an intimidating, hostile or offensive working environment, or

   b. Has the purpose or effect of interfering with an individual's work performance.

4. *Disability harassment* – Slurs, jokes, or physical conduct directed towards an individual's disability status may constitute harassment when the conduct:

   a. Has the purpose or effect of creating an intimidating, hostile or offensive working environment, or

   b. Has the purpose or effect of interfering with an individual's work performance.

5. *Age Harassment* – Slurs, jokes and other verbal, non-verbal, or physical conduct directed toward an individual's age status may constitute harassment when:

   a. Has the purpose or effect of creating an intimidating, hostile or offensive working environment, or

   b. Has the purpose or effect of interfering with an individual's work performance.

B. Administrative Procedures:

1. Each supervisor is responsible for maintaining their workplace free of sexual, racial, ethnic, and religious harassment or harassment directed towards one's disability or age status. This duty includes discussing and enforcing this policy and procedure with all employees and assuring them that they are not required to endure insulting, degrading, or exploitative treatment. It is the responsibility of each supervisor to guide employees complaining of harassment to the proper process for reporting it. Supervisors are obligated to report any complaints of harassment to their supervisor or the Human Resources Department regardless of the intent of the complainant.

2. When practicable, individuals who experience harassment are encouraged to communicate clearly when behavior is offensive to them. Any employee who feels that he or she has been the victim of harassment as described in this policy should immediately report the facts of the incident(s) and the name(s) of the individual(s) involved to their supervisor or the Human Resources Department. The Human Resources Department is responsible for notifying the appropriate

individual(s) when an allegation is reported. Should the Human Resources Department be the offending party, the employee must report the allegation to the City Manager.

3. All allegations of harassment observed or reported must be investigated immediately by the Human Resources Department or its designee. All findings, decisions, and recommendations will be made on an individual basis considering the record as a whole on the totality of the circumstances, such as the nature of the behavior and the context in which the alleged incidents occurred. If harassment is found to exist, appropriate supervisory and management personnel shall take prompt corrective action, including disciplinary action up to termination. Any time sexual harassment becomes an issue of an alleged act of sexual assault, the investigation must be coordinated with the City of Sealy Police Department.
4. Appropriate disciplinary action will be taken when the findings warrant such action. Such disciplinary action should be determined by the nature of the wrongful act or acts and may result in immediate termination.
5. To the extent allowed by law, disclosure of any investigations conducted under this policy shall be made only to those City employees and others with the need or right- to-know. Human Resources Department should consult and notify the City Attorney about ongoing claims or investigations under this policy.

## Section 5.10 Criminal Issues

In conjunction with an administrative investigation, an employee may be suspended, with or without pay, if accused, arrested, or indicted for a crime or for official misconduct pending the outcome of any case such as dismissal, acquittal, or conviction. If the case is dismissed or if the employee is acquitted, the suspended employee may be reinstated to their former position, or a similar one if not available, without loss of any benefits and such suspension shall not be considered as a disciplinary action. If the employee is convicted, placed on deferred disposition or deferred adjudication, probation, or pretrial diversion depending upon the severity of the crime, the employee may be subject to disciplinary action up to and including termination.

## Section 5.11 Firearms

Employees may not possess, transport, or store a firearm on the premises of the City, as that term is defined by Section 46.035(f)(3) of the Texas Penal Code, unless the employee is required to possess, transport, or store a firearm in the official discharge of the employee's duties.

# Chapter 6-EMPLOYEE COMMUNICATIONS POLICY

## Section 6.0 Communication

Employees are encouraged to discuss any concerns, complaints, or grievances with their supervisor; however, some circumstances may merit disregard of the chain of command. In such circumstances, the employees may contact anyone in the City management structure, including the City Manager or Human Resources Department, to address their concerns, complaints, or grievances.

A. Chain of Command- When prudent, employees shall adhere to the following chain of command:

   a. Employee's Supervisor

   b. Employee's Department Director

   c. City Manager

B. Communications with the Media and the Public-The Mayor is the official spokesperson for City. No employee should represent the City to the media unless the Mayor has authorized such.

An employee may answer routine questions from members of the public if such falls within the employee's employment functions, but the employee shall document such.

## Section 6.1 Electronic Communications

The City provides computer networks, internet access, email, telephones, digital cameras, voice mail, fax communication systems, and other electronic devices and platforms ("electronic communication systems") for use by employees. These electronic communications systems are designed to support and enhance the communication, research, and information capabilities of employees and to encourage work-related communication and sharing of information resources.

1. Acceptable use. Electronic communication systems shall only be used to conduct city business and in furtherance of an employee's job functions.

2. Unacceptable Uses of Electronic Communications Systems Include:

   a. accessing, displaying, downloading, or distributing sexually explicit, profane, obscene, offensive, or unprofessional materials, information, or content;

   b. copying, downloading, distributing, or using software in violation of intellectual property rights including copyright;

   c. using the systems for financial gain or using the systems for any commercial, business, or occupation activity unrelated to City business;

   d. using the systems in a way that creates a security breach;

e. searching or applying for work or business opportunities other than for internal City postings;

f. using, transmitting, distributing, or sharing information regarding an employee's personal confidential information or health status without his/her permission;

g. expressing opinions or personal views that could be misconstrued as being those of the City;

h. using the electronic communication systems for any illegal purpose or in any way that violated City policy or is contrary to the City's best interest;

i. playing games or gambling;

j. using, transmitting, distributing, or sharing information that may tend to compromise the safety or security of the public or public systems;

k. Deleting, damaging, or destroying any data not in compliance with records retention laws;

l. using commercial promotions or spam; or

m. organizing certain political activity.

3. Responsibility:

a. Employees shall only use software and hardware approved or provided by the City. Software shall be installed in compliance with procedures as established by the City Manager and the technology Department Director. To prevent computer viruses, there will be no unauthorized downloading of any software.

b. Employees shall immediately report missing data, stolen, or lost data or equipment to the supervisor and Department Director.

c. All of the City's employment policies apply to conduct that occurs online in the same way that they apply to conduct that occurs in the workplace.

4. Monitoring:

a. The City may access, use, review, audit, intercept, distribute, disclose, and share all transmissions created, received, sent, retrieved, used, or accessed on the City provided electronic communications systems to assure that the City's resources are devoted to maintaining the highest levels of productivity as well as proper use.

b. The contents of City related electronic mail, files, or data may be viewed, copied, or disclosed by the City without the permission of the user.

## Section 6.2 Social Media

The City Manager or designee shall approve which social media sites may be suitable for use by the City.

A. Scope: This Policy applies to all employees' use, including participation in and use of social media, regardless of whether such use occurs in the workplace and regardless of whether such use involves the City's electronic equipment or other property.

B. Definitions:

1. "Article" means a posting of content to a social media site by an employee.
2. "Blog" means a commentary, descriptions of events, or other material such as graphics or video.
3. "Business network" such as LinkedIn® or user groups of a business nature, area network or process that is established to build mutually beneficial relationships with other business people and potential clients. A business network can also serve as an alliance of like-minded individuals with a common problem or interest. For the purposes of this policy, an approved business network is not considered a social network.
4. "Comment" means a response to an article or social media content submitted by any person or entity.
5. *"Computer resources"* refer to the City's entire computer network. Computer resources include, but are not limited to, host computers, file servers, fax servers, web servers, workstations, stand-alone computers, laptops, smartphones, tablets, software, data files, and all internal and external computer and communications networks (i.e. Internet, computer online services, value-added networks and e-mail systems) that may be accessed directly or indirectly from or through the City's computer network.
6. "Content" includes, but is not limited to, articles, comments, photograph(s), video(s), other image(s) or hyperlinks(s) to another site.
7. *"Electronic Mail (E-mail")"* is the network of computer hardware and software that permits the sending and receiving of electronic messages.
8. *"Instant Messaging and Chat Rooms"* refers to real-time interactive communication using any Instant Messaging or Chat Room.
9. *"Internet access"* is defined as the ability for a computer resource to connect to the world-wide network of computers known as the Internet, and to access Internet- based applications such as the World Wide Web, File Transfer Protocol, Newsgroups, Gopher, Telnet, and Wide Area Information Services.
10. "Link" means a referral to other information at a different location on the Internet via a hyperlink.
11. "Social media" is a category of internet-based resources that integrate user-

generated content and user participation. These include, but are not limited to:

a. Social networking sites (i.e., Facebook®, Google®)
b. Microblogging sites (i.e., Twitter®)
c. Photo and video sharing sites (i.e., Flickr®, YouTube®).
d. Blogs; and
e. News sites (i.e., CNN®).

12. "Social networking" is the practice of expanding one's business or contacts by making connections through clubs, organizations, phone contacts, written correspondence or through web-based applications.

C. Applicable laws: Department Directors shall ensure that use of social media complies with applicable laws, including copyright and intellectual property rights, records retention, the Texas Public Information Act, the First Amendment, privacy laws, discovery rules, and information security rules and regulation.

D. City Rights: The City reserves the right to restrict or remove any content that is deemed in violation of this policy or any applicable law, rules, or regulations.

E. Employee Guiding Principles: Employees using social media shall comply with the following:

1. Employees who choose to identify themselves as City employees are required to identify any social media statements or opinions expressed are on their own behalf and do not represent the City's position. Employees whose job duties include maintaining or posting to the City's social media pages should work directly with their supervisor regarding identifying appropriate contacts within the City.
2. Employees are encouraged to be factual and accurate. Incorrect information should be corrected as soon as possible.
3. Employees shall reply to comments in a timely manner when appropriate.
4. Employees shall be courteous and respectful when posting or responding on behalf of the City or in the course and scope of their duty.
5. Employees are not authorized to comment on legal matters, pending or contemplated litigation, or a settlement unless expressly approved by the Mayor and City Attorney.

F. Employees shall not:

1. Use any untrusted computer resources;
2. Represent their opinion or statement is the official position of the City, Department, or City Council unless authorized by the City Manager or his or her designee;
3. Make false statements;
4. Promote, instigate, or endorsing violence or illegal activity;

5. Are encouraged to use respectful and professional language in both on and off-duty social media interactions;
6. Harass, bully, or intimidate others;
7. Engage in personal, racial or sexual harassment, unfounded accusations, or remarks that would contribute to a hostile workplace;

G. Discipline: Employees found in violation of any provision of this policy may be subject to disciplinary action, up to and including termination of employment. Where laws are violated, the City may pursue criminal or civil action against the employee.

## Section 6.3 Public Information Act and Open Meetings Act

The City shall provide new employees with a form to elect to keep personal information private.

Employees shall comply with the Texas Public Information Act, Chapter 552 of the Texas Government Code, and any law regarding release of information, confidential or otherwise.

Employees shall comply with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

## Section 6.4 Whistle-blower

The City is committed to upholding the requirements of all state and federal laws, including the applicable Whistle-blower Act(s). The City will not suspend, terminate, or otherwise discriminate against an employee who appropriately reports a violation of law to an appropriate authority if the employee report is made in good faith.
Employee rights include:

- Right to report violation of law;
- Right to report unsafe acts or conditions;
- Right to file a Workers' Compensation Claim;
- Right to file a grievance; and
- Right to file a complaint of alleged discrimination.

## Chapter 7-AT-WILL, DISCIPLINE, APPEALS AND GRIEVANCES

### Section 7.0 Disciplinary Action

Temporary employees, seasonal employees, and the City Manager are exempt from the progressive discipline policy unless specifically stated otherwise. Disciplinary actions are designed to help the employee correct job performance problems. The City strives to resolve employee problems as promptly and equitably as possible and at the lowest supervisory and organizational level.

A. Procedures: These procedures provide guidelines in carrying out the policies of the City's progressive disciplinary program, when appropriate. These procedures address a broad range of performance deficits and conduct concerns but are not intended to address every problem or situation that may arise.

B. General Criteria to be Considered in Disciplinary Actions:

1. All or a combination of the following criteria may be considered when determining what disciplinary action to take, depending upon the particular circumstances surrounding the employee's performance or conduct.
    a. Severity and type of offense(s);
    b. Impact of the offense(s) on other employees, the City, or citizens;
    c. Employee's length of service and work record;
    d. Length of time since discussion with the employee about a similar problem or recent disciplinary action for the same or similar problem;
    e. Past disciplinary actions taken by the City for the same or similar problem; or
    f. If the Department Director determines that the nature, severity, and impact of the employee's performance or conduct requires severe disciplinary action such as suspension without pay or termination, then the Department Director shall discuss the matter with the City Manager before taking action unless immediate action is required to protect life or property.

C. Disciplinary Actions:

1. The City may take any of the following disciplinary actions:
    a. Verbal reprimand;
    b. Written reprimand;
    c. Suspension with or without pay;
    d. Demotion;
    e. Termination; or
    f. Any other action as deemed necessary by the City Manager.

D. Performance of Duties: The following are examples relating to unsatisfactory performance of duties for which disciplinary action may be taken. The list is not intended to be all-inclusive.

a. Incompetence, neglect, or carelessness in the performance of duties;

b. Failure to satisfactorily meet performance standards for the employment position;

c. Absenteeism without justification or approval;

d. Tardiness;

e. Violation of this Manual or other City regulations;

f. Discourteous treatment;

g. Failure to meet or maintain specified conditions of employment, such as failure to obtain or maintain a license or certificate required as a condition for performing a job;

h. Damaging or waste of City property;

i. Theft;

j. Destruction of City records;

k. Falsifying City records;

l. Insubordination;

m. Criminal activity;

n. Using an official position or office for economic gain or soliciting favors or gratuities for performing services required by the employee's position;

o. Disclosing information as defined by statute to be confidential;

p. Unauthorized use or possession of City funds or property;

q. Possession or use of weapons on City property while on duty or at work or while performing City responsibilities except as authorized as part of the job (e.g. law enforcement);

r. Threatening another;

s. Engaging in any employment activity or enterprise that constitutes a conflict of interest;

t. Disrupting the work of others;

u. Being under the influence of alcohol, drugs, or a controlled substance drugs during working hours;

v. Making derogatory racial, age, ethnic, or sexist remarks;

w. Engaging in personal business while on duty without authorization of his/her supervisor;

x. Failure to report damage to City equipment or property;

y. Participating in prohibited political activities;

z. Sleeping on the job;

aa. Utilizing City data or information systems for any reason other than City business;

E. Disciplinary Process: The following disciplinary process may be applied to an employee. The process is designed to serve as a guide, and it is not intended to be exhaustive, exclusive, or mandatory.

1. Counseling:

a. The Department Director may focus on a specific incident, a particular aspect of an employee's performance needing improvement, or the employee's overall performance or conduct.

b. It is a face-to-face communication, conducted in private, and is intended to provide feedback to the employee to correct a problem. The counseling shall be noted in the employee's personnel file.

2. Verbal Reprimand:

a. A verbal warning is considered formal discipline. The Department Director may meet with the employee to discuss any and all performance issues or conduct. The Department Director shall provide means to correct any performance issues or conduct.

b. A written record of the verbal reprimand may be made and a copy of the action forwarded to the employee. The verbal reprimand shall be noted in the employee's personnel file.

3. Written Reprimand:

a. A written reprimand is considered formal discipline. The Department Director may meet with the employee to discuss any and all performance issues or conduct. The Department Director shall provide means to correct any performance issues or conduct.

b. The written reprimand shall describe the problem, issue, or conduct. The written reprimand shall provide corrective actions and detail the likely consequence of failing to meet corrective actions. A summary of previous counseling, verbal reprimands, and discipline taken should also be included in the written reprimand.

c. The employee shall be informed of the written reprimand and provided a copy. A copy of the written reprimand shall be placed in the employee's personnel file.

4. Suspension With or Without Pay:

a. An employee may be suspended with or without pay at the discretion of the City Manager. Any suspension shall describe the reason for the suspension, the length of the suspension, any other stipulations of the suspension, and any past disciplinary actions.

b. The employee shall be provided a copy of the suspension and a copy placed in the employee's personnel file.

5. Reduction in Pay:

   a. An employee's pay may be reduced for disciplinary reasons at the discretion of the Department Director or City Manager.

   b. The employee shall be provided a copy of the disciplinary action. The reduction of pay shall be placed in the employee's personnel file.

6. Demotion:

   a. An employee may be demoted for disciplinary reasons at the discretion of the Department Director or City Manager.

   b. The employee shall be provided a copy of the disciplinary action. The demotion shall be placed in the employee's personnel file.

7. Termination: An employee may be terminated at any time, if determined in the best interest of the City. The City Manager or designee shall approve all terminations; unless such termination requires immediate action, then a Department Director may terminate an employee.

## Section 7.1 Appeals of Disciplinary Action

If an employee believes that a disciplinary action taken against him/her is capricious or arbitrary, the discipline violates an existing City policy, the discipline violates an existing state or federal law or regulation, or when the employee believes that the conduct for which the employee has been disciplined constitutes the exercise of a constitutional right or statutorily protected activity, the employee may submit an appeal.

The following procedure shall be followed should an employee desire to review a disciplinary action above the written reprimand level.

Appeal Procedure:

A. Time: An employee may appeal in writing to the City Manager within five (5) calendar days from receipt of notification of the disciplinary action of a suspension or termination. Counseling and reprimands are not appealable. However, an employee may request a rebuttal statement be included in his personnel file with the reprimand. A discipline appeal may be denied if the employee fails to meet the timelines as outlined in this policy.

The City Manager may designate a Department Director or another appropriate employee to hear the appeal. The City Manager's designee should notify Human Resources of the matter for assistance. An appeal and any documentation related to same shall be placed in the employee's personnel file.

1. Written Presentation: The employee shall have the right to file a written request for review with the Department Director. In presenting the written appeal to the Department Director, the following information must be stated in reasonable clarity:

   a. The issue of the review;

   b. The act or acts of commission or omission out of which the disciplinary action allegedly arose;

   c. The employee's reasons for requesting a reversal or revision of the disciplinary action; and

   d. The remedy which is sought.

2. Response: Within a reasonable period following receipt of the written request for review, the City Manager or his designee may perform additional inquiries regarding the discipline, including requesting employee and the employee's supervisor, and the Department Director, to consider the review. A decision by the City Manager or City Manager's Designee on the employee's review, whether reached during this discussion or afterward, shall be presented in writing to the employee within a reasonable time following the receipt of the original request for appeal or review meeting. The decision of the City Manager or designee is final.

B. Appeals Pertaining to the City Manager: In the event the appeal pertains to the City Manager, the Human Resources Department shall forward such to the City Attorney who shall investigate such or appoint an investigator, including any outside third-party. The City Attorney shall alert the City Council of such investigation unless such notice would interfere with the investigation. The City Attorney shall provide the results of such investigation to the City Council. The City Council may take any action as allowed by law based on the results of the investigation.

C. In lieu of a discipline review, the employee has the option to respond to the disciplinary action in writing within five (5) working days of the disciplinary action. The written response will be included in the employee's official personnel file and attached to the disciplinary action. No further action or review will be taken.

## Section 7.2 Grievance Procedures

In order to minimize disruption of the operation of City government and damage to the reputation of the City among its citizens, the employee shall use this grievance procedure.

Employees are encouraged to take any job-related complaints or problems to their immediate supervisors in order to resolve them. Following discussion of the complaint or problem with their supervisor, if an employee still remains dissatisfied, he or she may submit a written grievance in accordance with the below procedures.

Definition: A grievance is defined as an official statement of a complaint over something believed to be wrong or unfair.

A. A grievance may be filed for the following circumstances:

1. Disagreements regarding interpretation, application, or violation of a specific law, ordinance, resolution, written policy, rule or regulation that an employee believes has affected them adversely.
2. Specific instances of maltreatment, retaliation, or a hostile work environment that could not be resolved informally.

B. A grievance may not be filed to address:

1. Generalized feelings of unfairness; grievance must be specific.
2. Disagreements regarding performance evaluations.
3. Disciplinary actions.
4. Complaints of civil rights violations or discrimination, such as issues concerning sex, race, color, religion, national origin, age, disability, military status, and genetic information.

C. Administrative Procedures:

1. A written grievance must be filed within five (5) calendar days following a meeting with the supervisor regarding the incident. If the complaint involves the supervisor, the employee has the option of presenting the grievance to the Department Director or Human Resources Department.
2. It shall be the responsibility of the Department Director or Human Resources Department to study the grievance and attempt to resolve it within a reasonable time based upon the circumstances of the grievance. Discussions with the aggrieved party for the purposes of resolving the grievance are encouraged.
3. If the grievance cannot satisfactorily be resolved within a reasonable time, the Department Director shall refer it with comments and/or recommendations to the Human Resources Department and shall notify the aggrieved party of such action.
4. Human Resources Department shall schedule a meeting within five (5) working days of receiving the grievance with the aggrieved party and the Department Director in an effort to mediate a resolution.
5. If the mediation attempt fails, the Human Resources Department shall schedule a meeting with the City Manager within five (5) working days of the mediation to review the grievance.
    a. The City Manager may either meet with the parties involved in the presence of Human Resources, or
    b. The City Manager may render a decision based on the information provided.

D. Groups of Grievances: Groups of similar employee grievances may be treated as one (1) grievance. The affected employee group may be requested to select not more than two (2) spokespersons or employee representatives to act on behalf of all involved.

E. Employees are obligated to cooperate in every investigation of a complaint including, but not limited to, coming forward with evidence (both favorable and unfavorable) of a person accused, fully and truthfully making a written report or verbally answering questions when required to do so by an investigator during the course of an investigation.

F. Supervisors and employees should make every effort to resolve grievances at the lowest level possible. Employees shall be kept informed of the status of their grievances. If a person in the supervisory chain fails to resolve or refer a grievance within five (5) working days, the employee may present the grievance directly to the next higher level of supervision in accordance with the Formal Chain of Command.

G. Final Authority-The decision of the City Manager shall be final.

H. Unreasonable Number of Grievances: An unreasonable number of grievance submittals by one individual or group of individuals obviously designed to thwart orderly processing will be rejected and returned to the employee(s). Employees involved in the filing of such grievances may also be subject to disciplinary action, up to and including termination.

I. Disciplinary action may also be taken against an employee who fails or refuses to cooperate in the investigation of such complaint, or who files such a complaint in bad faith.

# Chapter 8-VOLUNTARY AND INVOLUNTARY SEPARATIONS

## Section 8.0 Resignation

An employee may leave the employment of the City in "good standing" by giving ten (10) working days' written notice.

A. Notification: Written notification of resignation must be turned in to the employee's supervisor or Department Director a minimum of ten (10) working days prior to the intended last day of work.

B. The Department Director or City Manager may waive any portion of the notice period and accelerate the employee's date of separation.

C. Use of Paid Time Off After Notification: Employees voluntarily terminating their employment will not:

1. Be compensated for sick leave during their final ten (10) days of employment unless previously approved by the Department Director; or

2. Be allowed to use vacation leave during their final ten (10) days of employment unless approved by the Department Director.

D. An employee failing to report for work or remain at work as scheduled without authorization shall be considered as absent without leave which constitutes abandonment of duties, except when the failure to notify is due to circumstances beyond the control of the employee. In such cases, the employee's separation shall not be considered to be in "good standing."

## Section 8.1 Lay Off

An employee may be laid off because of changes in duties, organizational changes, lack of work, budget limitations, or any other similar circumstance.

A. Administrative Steps:

1. Whenever possible, an employee whose position is being eliminated from one City department shall be transferred to a suitable position elsewhere, provided there is an available position for which the employee meets the qualifications.

2. Whenever possible, at least two (2) weeks' notice shall be given an employee prior to layoff.

## Section 8.2 Retirement

The City participates in the Texas Municipal Retirement System.

A. Plan Requirements and Details: the retirement plan requires a contribution (made by means of employee payroll deductions) from each regular, full-time employee of the City holding a position that normally requires one thousand (1,000) or more working hours per year.

1. Plan contribution rates and options are determined and approved by City Council.
2. Employee participation is not optional. All eligible employees must participate.
3. Employee contributions shall be equal to seven percent (7%) of the employee's gross salary.
4. The City contributes a 2 to 1 match by a percentage set up each year according to the experience rating given the City by the Texas Municipal Retirement System.
5. Employees are fully vested after five (5) years of service credit.
6. Participating employees receive a supplemental death benefit at an amount of one
(1) times the employee's annual salary at no cost.

B. Eligibility: Participating employees must meet the following requirements to be eligible for retirement:
   1. Must be fully vested; and
   2. Must be age 60; or
   3. Have twenty (20) years of service credit at any age.

C. Applying for Retirement: Application must be filed no later than thirty (30) days prior to the effective date of your retirement.
   1. Submit written notification of retirement to your Department Director no later than thirty (30) days prior to the expected retirement date.
   2. The Department Director shall forward the written notification to Human Resources.
   3. Retirement date must be the last calendar day of the month you wish to retire in.
   4. Request and complete the Application for Service Retirement. The retirement packet may be obtained online at www.tmrs.com or from Human Resources.
   5. Submit the completed application and required documents to Human Resources for processing.
   6. If additional information is required, employee will be contacted by Human Resources or a representative from TMRS.

D. Approval: Employees applying for retirement will receive notification from TMRS when their retirement packet has been reviewed and approved.

E. Awards: Human Resources Department will be responsible for obtaining City Manager approval for any awards, gifts, or gatherings related to an employee's retirement.

Employees with the following length of service with the City and who retire will receive an award equal in value to:

1. 10 to 14 years of service-$400.00
2. 15 to 20 years of service-$500.00
3. 21 to 24 years of service-$600.00
4. 25 or more years of service-$750.00

# Chapter 9-EMPLOYEE BENEFITS

## Section 9.0 Workers' Compensation Insurance

The City provides Workers' Compensation Insurance coverage. Employees shall report any work-related injury immediately to their Department Director and Human Resources Department. Employees shall report any work-related accident, illness, or injury as provided for in Section 13.3 of this Manual.

## Section 9.1 Modified or Light Duty

If available, the City may provide modified or light duty assignments for employees. The City will follow the Americans with Disabilities Act as stated within this Manual and as otherwise required by law.

## Section 9.2 Benefits

A. Medical Benefits: The City may offer medical benefits for regular, full-time employees and their eligible dependents. Medical benefit premiums are pre-tax. Employer contributions toward medical benefit premiums are equal to 100% of the base plan premium for employee coverage and 60% of the base plan premium for eligible dependent coverage.

B. Dental Benefits: The City may offer a dental assistance plan for regular, full-time employees and their eligible dependents. Dental benefit premiums are pre-tax. Employer contributions toward dental benefit premiums are equal to 100% of the plan premium for employee coverage and 60% of the plan premium for eligible dependent coverage.

## Section 9.3 Miscellaneous Benefits

A. Life Insurance: The City may offer basic life insurance to regular, full-time employees, which may be subsidized by the City at a level approved by City Council on an annual basis. In addition to the basic life insurance, the City may offer employees the opportunity to purchase supplemental life and accidental death and dismemberment insurance on themselves and dependent life insurance coverage on their eligible dependents.

B. Short-Term Disability: Short-term disability insurance may be offered for purchase by regular, full-time employees which may be subsidized by the City at a level approved by City Council on an annual basis.

C. Long-Term Disability: Long-term disability insurance may be offered for purchase by the regular, full-time employees which may be subsidized by the City at a level approved by City Council on an annual basis.

D. Deferred Compensation: The City may make available a deferred compensation program for regular, full-time employees. The Deferred Compensation Program is a voluntary, tax- deferred program designed to help supplement eligible employees' income at retirement. Through this program, employees may designate an amount to be deducted from their gross salary on a before-tax basis each pay period and

placed in an investment account selected by the employee.

E. Employee Assistance Program: This program is a professional, confidential counseling service available to help eligible employees and eligible dependents resolve personal problems.

# Chapter 10-TRAVEL

## Section 10.0 Travel

The City will reimburse employees to attend conferences, meetings, conventions, seminars, training, and other similar work functions and events. Employees shall arrange travel utilizing the most economical means available.

Department Directors shall approve any travel for employees in their Department. The City Manager shall approve any travel for Department Directors.

Receipts must accompany each allowable expense.

## Section 10.1 Allowable Travel Expenses

A. Registration: The City will reimburse actual expenses incurred in registering for a conference, meeting, convention, seminar, training, or other similar function. The City encourages advance payment of fees to take advantage of any discounts available. No recreation expenses included in the registration (i.e., golf, tennis, runs, etc.) will be reimbursed.

B. Transportation: The Department Director or City Manager shall select the mode of transportation that is most economical to the City.

1. All approved transportation expenses will be reimbursed as follows:

a. Personal vehicle: When employees use their personal vehicles, all travel mileage will be paid at the current IRS rate with City Hall as the point of travel and return. The City will pay for tolls, if approved in advance. The City will pay for parking but not valet parking unless approved in advance.

b. When City vehicles are used, all expenses incidental to the use of such vehicle (parking, tolls, gasoline, oil, repairs, etc.) shall be reimbursed.

c. When air travel is permitted, employees will book their flight as far in advance as practical. Air travel reimbursement shall be limited to the most economical fee available based upon the relevant travel plans. Additionally, if the employee requires parking at the airport for 24 hours or less, the employee will be reimbursed at the short-term parking rates. If requiring parking for more than 24 hours, the reimbursement shall be at the long-term parking rate.

d. Reimbursement will be made for the use of rental cars, taxi, or bus fares, etc. provided such expenses are necessary and reasonable. Approval to rent a vehicle should be obtained prior to the trip. Employees are expected to obtain the lowest possible rates for vehicles.

e. Alternate routes, which are desirable because of personal affairs of the traveler, can be used, but only on the traveler's time and with the traveler bearing the additional cost of the alternate route. Mileage and expenses incurred on alternate routes must be shown on the Travel Expense form.

C. Meals: A maximum daily allowance for meals will be provided based on the General Services Administration (GSA) guidelines for the location of travel. When an employee claims the allowance, any meals provided by the event will be deducted at the maximum allowable rate. If while attending a conference or training event, a meal is purchased as part of the registration, such as a ticketed banquet luncheon or keynote address at the Texas Municipal League Annual Conference, the daily amount of the GSA guidelines for meal expenses will be reduced by the allowable amount for that particular meal on the GSA guidelines, not the actual cost of the ticketed meal. Total allowance of reimbursement for travel includes a maximum of 20% for gratuity. Expenses for alcoholic beverages are not permissible nor are they reimbursable.

   1. When a city purchasing card or credit card is used by an employee for the meal charge and the maximum daily GSA guideline amount is exceeded, the employee will be responsible to reimburse the city for the overage immediately upon return from the travel. Such overage charged on the city credit card is a direct violation of the personnel policy and the employee is subject to disciplinary action up to and including termination.

D. Lodging: Employees are expected to make lodging reservations well in advance whenever possible, and to take other actions to ensure lodging is secured at a moderate rate. Reimbursement of lodging shall be limited to single rates unless two or more employees occupy a single room, or otherwise approved by the City Manager. It shall be the policy of the City to only reimburse for lodging that is economical and practical. Exceptions to this may be granted when less expensive hotel rooms are unavailable or where conferences are held in or nearby the hotel.

E. Reimbursement will not be made for personal telephone calls, alcoholic beverages, entertainment expenses, or other sundry items not relevant to the public purpose of the travel.

F. Employees will be allowed a reasonable amount for laundry and dry-cleaning expenses for trips lasting five (5) or more days.

G. Entertainment: The City realizes that from time to time, it is necessary to entertain dignitaries and state, federal, and business representatives whenever it may be deemed in the best interest of the City. Such expenses may be reimbursed at the discretion of the City Manager. Prior authorization shall be obtained from the City Manager.

H. Other Expenses: A spouse/family member may accompany an employee on a trip; however, the City will not be financially responsible for the spouse/family member of the employee. Any additional expenses incurred such as travel, lodging, meals, or any other miscellaneous expenses will be the sole responsibility of the employee.

## Section 10.2 Travel Expense Report Procedures

A. Purpose of Form:
   1. A means by which the Department Director, City Manager, and Finance Director can track, review, and authorize travel expenses.
   2. A means by which an employee can request a monetary travel advance or receive a reimbursement for out-of-pocket travel expenses.

B. Procedure
   1. Prior to Travel:
      a. Employees shall complete a Travel Authorization form prior to any travel, except for routine travel such as going to the post office, bank, errands, or meetings within the county.
      b. The Department Director or City Manager shall approve all travel.

   2. During Travel: Employees shall comply with the follow:
      a. Each employee shall keep receipts of all travel related expenses.
      b. Each employee shall pay for their own travel expenses unless the City Manager has approved travel advances.
      c. Unless approved by the City Manager, employees should share taxis and rental cars when possible.

   3. Upon Completion of Travel:
      a. Each employee shall complete a Travel Expense form with all supporting documentation no later than five (5) working days after completing travel. Failure to submit an expense report will subject the employee to a payroll deduction for any funds advanced.
      b. The Department Director or City Manager, as the case may be, shall review the form before forwarding it to the Finance Department for payment. City Manager expense reports will be submitted to City Council for approval.

# Chapter 11-VEHICLE USE

## Section 11.0 Vehicle Use

The purpose of this policy is to provide for the safe, effective, and efficient operation and use of City vehicles, equipment, and machinery. Each employee will be held responsible for the proper use, care, and operation of a vehicle or piece of equipment or machinery assigned to them.

If an employee's position requires the operation or use of a City vehicle on public roads while conducting City business, the employee must maintain the appropriate or required, valid State of Texas Driver's License and must meet City standards for driving records along with applicable endorsements as required to operate such vehicle, equipment, or machinery.

## Section 11.1 Driving record and Use

Unless waived by the City Manager for good cause, the City requires all persons operating or using a City vehicle, equipment, or machinery to maintain a safe driving record. A "safe driving record" will be defined as:

A. No more than two (2) moving violations or one (1) at-fault accident within the past three (3) years;

B. No conviction, pretrial diversion, or deferred adjudication for driving under the influence of alcohol, drugs or a controlled substance;

C. No conviction, pretrial diversion, or deferred adjudication for reckless driving; and

D. No conviction, pretrial diversion, or deferred adjudication for any criminal law, other than a Class C misdemeanor.

E. Employee driving records will be checked periodically. The City may, at any time and for any reason or no reason, stop allowing an employee to use a City vehicle, equipment, or machinery.

F. Smoking (including vaping) is prohibited in City vehicles, equipment, or machinery.

Police officers assigned a police vehicle are permitted to use such vehicle in working off-duty employment within the city limits of the City upon approval by the Chief of Police. Such approval shall only be granted upon the Chief's determination that such off-duty employment will accomplish or further the legitimate public purposes and duties of the Sealy Police Department in preserving the peace and preventing or suppressing crime. Use of a take-home vehicle is a privilege and does not create a property right under this manual.

## Section 11.2 City Vehicles

A. Purpose: To provide a specially equipped vehicle at ready access for use in delivering City services required after regular business hours. These regulations establish parameters, which will conserve energy, improve vehicle-operating costs, and extend vehicle life.

B. Take-Home Vehicles are vehicles owned, leased, or otherwise under care and control for the City and are taken home by the employee after regular working hours.

C. Personal Use: An employee assigned a take-home vehicle may incur incidental personal use of the vehicle; however, using a City take-home vehicle for the sole purpose of conducting personal business is prohibited and employees are responsible for reporting and payment of taxes incurred by any imputed income created by the assignment of the take-home vehicle.

D. Take-home Vehicle Authorization Procedure: The assignment of City take-home vehicles to employees shall require the approval, in writing, of the employee's Department Director and the City Manager. Only the employee who is granted approval is authorized to operate or use the vehicle.

E. Employees shall operate and use a City vehicle in a lawful manner.

F. Employees shall not possess, purchase, use, sell, or be under the influence of drugs or alcohol while in possession of or operating or using a City vehicle. Employees are expected to obey traffic laws while operating a City vehicle. Use of the vehicle for an illegal purpose or in an illegal manner may result in disciplinary action under this Manual.

G. Employees are responsible for the security of a City vehicle and any tools, equipment, materials, or City property inside or housed on the vehicle. Any loss or damage to a City vehicle or its contents shall be reported as soon as possible to the Department Director but not later than 1 (one) business day after the loss or damage.

H. Only employees, volunteers, or individuals on related City business are allowed to ride in a City vehicle. Family and friends of City employees are not allowed to ride in City vehicles, except if conducting official City business.

I. Employees shall ensure that the vehicle receives regular maintenance and has sufficient gas, oil, and other necessary fluids and that all tires are kept properly inflated.

## Section 11.3 Traffic Citations and Accidents

A. Traffic Citations: If an employee receives a traffic citation while operating or using a City- owned vehicle, equipment, or machinery or while driving their personal vehicle on City business, the employee shall pay any resulting fine at their own expense.

B. Accidents: If an employee is involved in an accident while operating or using a City vehicle, equipment, or machinery, or while driving their personal vehicle on City business, the employee shall report the accident and take the following actions if possible:

1. provide any aid they are qualified to perform to any injured parties. If an injury requiring emergency medical treatment has been sustained, call 911;
2. call the Police Department immediately. Do not move the vehicle in the event of an injury accident until directed by a peace officer, fire official, or individual with authority to make such order;
3. contact your Department Director immediately;
4. exchange insurance and contact information with the other party; and
5. follow any post-accident procedures or instructions of the city including but not limited to submitting to alcohol or drug testing.

# Chapter 12-ALCOHOL, DRUGS, AND CONTROLLED SUBSTANCES

## Section 12.0 Purpose

The City requires a work environment free from the use, possession, and effect of alcohol, drugs, and controlled substances. Alcohol, drugs, and controlled substances impair employee judgment, which may result in safety risks, injuries, death, faulty decision-making, and reduced productivity. Therefore, employees shall be in a state of mind and physical condition fit to complete their assigned duties safely and competently.

## Section 12.1 General Policy

Substance abuse is recognized as diseases responsive to proper treatment, and this will be an option as long as the employee cooperates with all city policies and directives. An Employee Assistance Program is available to assist employees with alcohol and drug problems. Employees may be referred to an employee assistance counselor.

## Section 12.2 Definitions

A. Controlled Substance - Any substance listed in Schedules I-V of Section 202 of the Controlled Substance Act (21 U.S.C. S 812), as amended or any other local, state, or federal law that defines a controlled substance.

B. Drug - A drug is any chemical substance that produces a physical, mental, emotional, or behavioral change in the user.

C. Fitness for Duty - To work in a manner suitable for the job. To determine "fitness", a medical evaluation may include drug and/or alcohol testing.

D. Reasonable Cause/Reasonable Suspicion - Supported by evidence strong enough to establish that a policy violation has occurred.

E. Testing - Is generally defined as a urine, breath, blood, or hair follicle test to determine chemical or drug content. Any employee may be tested for drug or alcohol use when there is "reasonable cause/reasonable suspicion" that:

   1. use of a substance is affecting performance or,

   2. the employee is engaged in any of the prohibited acts or activities listed in this policy.

F. Under the Influence - A state of having a blood alcohol concentration in excess of the Texas state limit or more, where "alcohol concentration" has the meaning assigned to it in Texas Penal Code 49.01 or the state of not having the normal use of mental or physical faculties resulting from the voluntary introduction into the body of an alcoholic beverage or a controlled substance.

## Section 12.3 Violations

The sale or unlawful manufacture, possession, distribution, or use of alcohol, drugs, or controlled substances by an employee while on duty, during breaks, or at any time while the employee is on a City property, premises, worksite, or on call, is prohibited and constitutes cause for

discipline, up to and including termination. The appropriate law enforcement agency shall be notified of any such violation. Any employee arrested for an alcohol, drug, or controlled substance crime shall report their arrest to their Department Director immediately but no more than one (1) business day after the arrest.

As allowed by law, the City retains the right to order employees to perform random alcohol or drug tests at any time at a testing facility of the City's choice as allowed by law and may order employees to perform alcohol and drug tests when the City has reasonable suspicion of alcohol or drug use.

## Section 12.4 Searches and Testing

The City may search or inspect City-owned property, equipment, materials, supplies, or facilities at any time for any reason. Employees do not have an expectation of privacy in City-owned property, equipment, materials, supplies, or facilities which includes but is not limited to:

A. lockers;

B. offices, cubicles, and workspaces;

C. computers, cell phones, tablets, pagers, telephones, or any other electronic device;

D. tool chests;

E. desks;

F. work sites; and

G. and City vehicles and machinery.

When the City has a reasonable suspicion that an employee is under the influence of alcohol, drug(s), or controlled substance(s), the employee shall be required to submit to alcohol and drug testing immediately.

A. Observations which constitute a factual basis for determining reasonable suspicion may include, but are not limited to:

   1. odor of alcoholic beverage;
   2. erratic behavior;
   3. mood swings;
   4. excessive absenteeism including tardiness;
   5. a medical emergency that can be attributed to use of alcohol, drug, or controlled substance use;
   6. documented deterioration in the employee's job performance; and
   7. an accident, injury, or death.

B. The employee's supervisor, Department Director, or Human Resources Department shall submit information, in writing, to the City Manager that describes the need for testing under this section. Such documentation shall include the:

   1. date;

2. time;
3. place;
4. description of incident; and
5. and statements of witnesses.

C. Any evidence shall be collected.

D. If testing is required, the Department Director or designee shall transport the employee to the City's alcohol and drug testing facility. The City Manager or designee shall transport Department Directors that are required to be tested. The type of alcohol or drug test may be based on a urine, blood, or other type of sample as appropriate and which is medically accepted and reliable.

## Section 12.5 Prescription or Over the Counter Medication Use

Employees taking prescribed medication or who use over the counter medications may do so only if such use does not affect an employee's ability to perform the essential functions of their employment position. If such use does affect an employee's ability to perform the essential functions of their employment position, the employee shall immediately notify their Department Director and the Human Resources Department. Prescription and over the counter medication may only be used in accordance with packaging and directions.

## Section 12.6 Supervisory and Employee Training

Department Directors shall receive training regarding the City's drug and alcohol policy and the use of the Employee Assistance Program (EAP). The City shall comply with all state laws requiring employee cyber training.

# Chapter 13-MISCELLANEOUS PROVISIONS

## Section 13.0 Activity Reports

Department Directors shall submit monthly reports concerning the activities of their department to the City Manager and may be required to provide reports to City Council. The City Manager may require more frequent reports.

## Section 13.1 Property Control

A. Department Directors shall ensure that property, equipment, materials, or supplies are safeguarded, accounted for, and used properly.
B. Department Directors shall maintain an inventory of all City property, equipment, materials, or supplies.
C. Except for routine and customary disposal of garbage or rubbish, disposal of City property, equipment, materials, or supplies shall be approved by City Council as salvage or surplus property.
D. Gasoline obtained from City pumps shall be logged.

## Section 13.2 Purchases

Employees shall only make purchases or spend City funds as set forth in the City's purchasing policy.

## Section 13.3 Safety and Health

A. Department Directors shall ensure safety and health procedures are followed.
B. Employees shall follow all safety and health procedures set forth by the City and any applicable law, rule, or regulation.
C. Employees shall immediately report any unsafe condition, unhealthy condition, or property damage to their supervisor who shall report such up the chain of command to their Department Director.

Employees shall immediately report any accident, injury, or illness to their supervisor who shall report such, in written form, up the chain of command to their Department Director. The Department Director shall immediately report to the Human Resources Representative and the City Manager. If a Department Director suffers an accident, illness, or injury, the Department Director shall immediately report such, in written form, to the City Manager and Human Resources Representative. If the City Manager suffers an accident, illness, or injury, the City Manager shall immediately report such, in written form, to the City's Mayor and Human Resources Representative.

The following table provides a visual representation of the process described above:

| Who suffered accident, illness, or injury? | Who Completes Injury Report? | Who receives written notice of accident, illness, or injury (at a minimum) | | | |
|---|---|---|---|---|---|
| | | Dept Head | Human Resources | City Manager | Mayor |
| Employee | Employee or Supervisor if employee is unwilling or unable | X | X | X | |
| Department Head | Department Head or City Manager if Department Head is unwilling or unable | | X | X | |
| City Manager | City Manager or Mayor if City Manager is unwilling or unable | | X | | X |

## Section 13.4 Work Breaks, Meal Breaks, Other Breaks

The City provides two (2) fifteen (15) minute work breaks at the discretion of the Department Director or the City Manager.

A. One (1) work break is to be taken in the morning and the other in the afternoon

B. Work breaks shall be taken at convenient times without leaving an employee's duties or telephone unattended.

C. Work breaks do not accumulate for later use or take precedence over a work situation.

D. Department Directors or supervisors shall schedule employee meal breaks to facilitate serving the public with efficient City operations. Meal breaks shall not exceed one (1) hour in length unless approved by the Department Director. The employee shall be fully relieved from duty during meal breaks or else such time will count as time worked.

E. Right to Express Breast Milk. The City supports the practice of expressing breast milk and shall make reasonable accommodations for the needs of employees who express breast milk by providing reasonable break times and shall provide a private place, other than a bathroom, that is shielded from view and free from intrusion from other employees and the public, to express breast milk. An employee who needs to express breast milk during working hours should inform their Department Director and Human Resources Department to determine a reasonable accommodation. Breaks of more than fifteen (15) minutes in length shall be unpaid, however, the employee may use paid leave time for extended breaks. Under Texas Law, a public employer may not suspend or terminate employment of, or otherwise discriminate against, an employee because she has asserted her right to express breast milk in the workplace.

### Section 13.5 Personal Use of City Property

The personal use of City property, land, equipment, materials, supplies, or facilities is prohibited; however, employees may rent city facilities that are available to members of the public at the same rates as the public.

### Section 13.6 Professional Membership and Subscriptions

The City may pay for the cost of professional memberships and subscriptions for employees if such is applicable to their employment position. Requests for professional memberships and subscriptions shall be approved by the Department Director or designee prior to signing up for any professional membership or ordering any subscriptions.

### Section 13.7 Health Insurance Portability and Accountability Act (HIPAA)

When applicable, the City shall comply with all HIPAA requirements, regulations, and laws.

# ADDENDUM TO CITY OF SEALY, TEXAS

# PERSONNEL MANUAL

## Generative Artificial Intelligence (AI)

### Purpose

This policy establishes the appropriate and responsible utilization of Generative AI software within the City of Sealy. This applies to all employees, contractors, and any other individuals using the City network or electronic communication resources provided by the City.

### Background

Generative AI is a type of electronic or web-based tool that uses Large Language Models (LLMs) to produce content based on inputs, known as prompts, from the user. These tools can generate vast amounts of textual data scraped broadly from the internet as well as information from specific, focused data sets. These tools are not actual "artificial intelligence" per se; rather, they are very sophisticated algorithmic models that predict what the likely language, text, or video that satisfies the prompt should be. Well-known examples included OpenAI's ChatGPT, Google Bard, Microsoft 365 Copilot, and Dall-E. The City acknowledges the opportunity for a controlled and responsible approach to Generative AI that recognizes the benefits to efficiency while minimizing the risks around AI bias, privacy, and cybersecurity.

**Guidelines to follow while using Generative AI for City work:**

- **Public Information and Prompts:**
  - All information and any product created by the Generative AI program and included in a City document, should be considered to be a public document, and may be subject to a Public Information Act (PIA) request
  - The information entered into Generative AI systems can be made publicly available and revealed to other users later, which may result in waiving any exemption later to withholding the information under a PIA request
  - Users shall never input confidential or proprietary information into Generative AI systems
    - Confidential and proprietary information includes, but is not limited to, third-party intellectual property, copyrights, trademarks, business strategies, financial information, and personal data of employees and/or constituents
- **Work Output and Accountability**
  - While Generative AI can assist with generative work output, employees are responsible for the input of information, reviewing and verifying the accuracy, quality, completeness and appropriateness of the final output
  - Generative AI should be used as a tool to enhance productivity and efficiency, but employees must exercise their professional judgement and expertise in validating and refining the work output
  - Employees must ensure that the work output aligns with City of Sealy policies, administrative regulations, and legal requirements
  - Generative AI cannot be relied upon to make critical decisions or provide professional advice
  - Generative AI should not become a vehicle for maintaining information or date. The information and data is to be retained in accordance with any requirements established under the City's records retention schedule
- **Privacy and Security**

- Employees must maintain the confidentiality and security of City information, adhering to all relevant policies, administrative regulations, contracts, and legal obligations. This includes any text, photos, videos, voice recordings, contracts, agreements, personnel records, or other sensitive documents
- Generative AI usage should comply with all City policies and standards regarding information security, including password protection, data encryption, and secure communication channels
- Responsive by Generative AI are based on patterns learned from accumulated data, which may reflect biases or factual errors and should be reviewed for accuracy and completeness before being used by the employee for any purpose related to City operations

- **Disclosure and Citation of Generative AI Use**
  - Employees shall disclose to their immediate supervisor before Generative AI may be used by an employee for any purpose related to City business, including as part of a creative, data analysis, or decision-making process, and the employee must provide the specific tool used (i.e. Open AI, Google Bard, ChatGPT, etc.)
  - The supervisor shall review all input and output created by AI technology for inaccuracies and misinformation
  - When Generative AI is used to provide language for use in a document created by an employee, the use of Generative AI will be disclosed and cited as a footnote, endnote, header, or footer to the document. Citations for text-generated content must include the following:
    - Name of Generative AI system used (i.e. ChatGPT, Google Bard, etc.)
    - Example: "This text was summarized using Google Bard"
    - Example: "This description was generated by ChatGPT-4 and edited by John Smith"
  - Employees are ultimately responsible for their work product and proper research and fact-check is key to generating responsible, accurate output. Failure to disclose or properly research work may result in disciplinary action up to and including termination

By adhering to this policy, employees contribute to the responsible and effective utilization of Generative AI, protecting the City's interests, privacy, security, and quality of work produced by City employees.

Individual City departments may implement additional restrictions, limitations, and other requirements for employees in that department must follow in using any type of Generative AI. The requirements of a department's policy cannot be less restrictive than what is contained in this policy.

Violations of this policy or a Generative AI policy implemented by a City department, may lead to disciplinary action, up to and including termination.

Please note that the City may modify this policy at any time, without notice.

# Prohibited Applications Policy (TIKTOK)

### A. Purpose

To implement an information technology approach focused on protecting the City's sensitive information and critical infrastructure as required by Chapter 620, Texas Government Code, from technology believed to pose a threat to governmental infrastructure, by prohibiting and preventing the download or use of prohibited technologies on any City-owned or issued electronic device.

### B. Roles and Responsibilities

All City employees are expected to be familiar with and adhere to the terms of this policy and all sub-policies and procedures.

City employees are prohibited *on any City-issued, owned or leased devices*, from downloading, installing or using the social media service TikTok or any successor application or service developed, provided or owned by ByteDance Ltd., such as Tik Tok, or any subsidiary or any prohibited software/applications/developers listed on https://dir.texas.gov/information-security/prohibited-technologies or a social media application/service, as referenced in Section 620.005 Texas Government Code. City staff may prohibit the use of TikTok on City devices by limiting network access to the application.

### C. Exceptions

Exceptions to the ban on prohibited technologies, as required by state law, may only be approved by the City Manager or Police Chief:

1) When the use of prohibited technologies is required for a specific business need, such as enabling criminal investigations or for developing or implementing information security measures.

2) Any such exception must detail and include (1) the use of measures to mitigate risks to the security of city information during the use of the covered application; and (2) the documentation of those measures.

3) To the extent practicable, exception- based use should only be performed on devices that are not used for other city business and on non-city networks. Cameras and microphones should be disabled on devices for exception-based use.

### D. Compliance

Compliance with this policy will be verified through various methods for City-owned, leased and issued devices, including but not limited to, IT/security system reports. Violations of this policy will result in coaching and repeat offenses may result in disciplinary action up to and including termination of employment.

If the underlying statute, Texas Government Code §§620.001-.006, is declared unconstitutional, unenforceable, or vacated by a court of competent jurisdiction, this policy is void.

## Reasonable Accommodations for Pregnant Workers Policy

### A. Purpose

As required by the federal Pregnant Workers Fairness Act (PWFA), City of Sealy will provide reasonable accommodations to employees and applicants with limitations related to pregnancy, childbirth, or related medical conditions, unless the accommodation will cause undue hardship to the City's operations.

### B. Policy

An employee or applicant may request an accommodation due to pregnancy, childbirth, or a related medical condition by submitting the request in writing to Human Resources (HR). The accommodation request should include an explanation of the pregnancy-related limitations, the accommodation needed, and any alternative accommodation(s) that might be reasonable. Depending on the nature of the accommodation, the individual may be requested to submit a statement from a health care provider substantiating the need for the accommodation.

Upon receipt of a request for accommodation, HR will contact the employee or applicant to discuss the request and determine if an accommodation is reasonable and can be provided without significant difficulty or expense, i.e., undue hardship.

While the reasonableness of each accommodation request will be individually assessed, possible accommodations include allowing the individual to:

- Sit while working.
- Drink water during the workday.
- Receive closer-in parking.
- Have flexible hours.
- Receive appropriately sized uniforms and safety apparel.
- Receive additional break time to use the bathroom, eat, and rest.
- Take time off to recover from childbirth.
- Be excused from strenuous activities and/or activities that involve exposure to compounds deemed unsafe during pregnancy.

An employee may request paid or unpaid leave as a reasonable accommodation under this policy; however, the City will not require an employee to take time off if another reasonable accommodation can be provided that will allow the employee to continue to work.

City of Sealy prohibits any retaliation, harassment, or adverse action due to an individual's request for an accommodation under this policy or for reporting or participating in an investigation of unlawful discrimination under this policy.

**On-The-Job Injuries and Illnesses**

**A. Workers' Compensation Insurance**

The City provides Worker's Compensation insurance for all of its employees. This insurance provides medical expenses and a weekly payment if an employee is absent from work for more than seven (7) days because of a bona fide, on-the-job, work-related injury or illness.

**B. Public Safety or First Responder Employees**

Line of Duty injuries for Police, Fire, and EMS shall be managed in accordance with Texas Local Government Code, Chapter 177A. Police, Fire, and EMS workers who sustain a Line-of-Duty injury or illness shall be provided with an administrative leave of absence for a period commensurate with the nature of the line of duty illness or injury for up to one year from the date of injury. During any such leave, the affected employee will receive Temporary Income Benefits from the City's Worker's Compensation Insurance provider plus a supplemental wage to equal the employee's full pay at the employee's regular work schedule. Full pay under this section does not include overtime, even if regularly incurred when the employee is actively working. It does, however, include stipends, shift pay, and other similar pay added to so-called "base pay." At the end of the leave of absence, the City Council may extend the leave of absence at full or reduced pay at the employee's request.

Where a first responder employee is temporarily disabled by a line of duty injury or illness, requiring additional leave beyond the previous leave of absence and any City Council-granted extension, the employee may use accumulated sick leave, vacation time, and other accrued benefits before being placed on temporary leave. Another firefighter, police officer or EMS employee, as applicable, may voluntarily do the work of the injured firefighter, police officer, or EMS employee so that the temporarily disabled employee continues to receive wages

and benefits while on temporary leave. In order to facilitate recovery, employees on Workers' Comp or temporary leave are prohibited from working off-duty or ancillary jobs for other employers.

If medically cleared to do so, a firefighter, police officer, or EMS employee may return to light duty while recovering from a temporary disability. If medically necessary, the light duty assignment may continue for at least one year.

After recovery from a temporary disability, the employee shall be reinstated at the same rank and with the same seniority the employee held before going on temporary leave.

Should the employee be determined to be permanently disabled during any part of this process, such that they will be unable to perform the essential functions of the their position with or without an accommodation, the department head – in consultation with Human Resources, and with City Manager approval, will make the necessary arrangements for the employee's retirement under the on-the-job disability clause of any coverage provided by the City, including the Texas Municipal Retirement System (TMRS).

**City of Sealy**

**Employee Accident/Incident Report**

**Form is available in PDF fillable format in the City's Shared Drive**

*(Forms: Human Resources, Employee Accident Report)*

Name:_____

Date of Accident/Incident: _____Time of Accident/Incident:_____

Location of Accident/Incident: _____

**WHAT HAPPENED?**

| |
|---|
| |

**WHY DID IT HAPPEN?**

| |
|---|
| |

**ADDITIONAL REMARKS:**

| |
|---|
| |

**WAS MEDICAL ATTENTION NEEDED? IF SO, ATTACH COPIES OF INFORMATION RECEIVED FROM PHYSICIAN. PLEASE MAKE SURE IT HAS THE PHYSICIANS NAME, ADDRESS, AND TELEPHONE NUMBER.**

| |
|---|
| |

_____ _____

Employee Signature Date

_____ _____

Supervisor Signature Date

_____ _____

Department Head Signature Date

_____ _____

Human Resources Representative Date

_____ _____

City Manager Signature Date

*If Applicable:*

_____ _____

Mayor Signature Date

AGENDA ITEM NO: **CONSENT**

**Approve annual renewal of WTG, LLC gas contracts for gates 1 and 2, and a second contract for gate 3 (Hailiang) based on the nominations approved by City Council at the last meeting.**

SUBMITTED BY: Patrick Parsons, Public Works Director
MEETING DATE: September 16, 2024

# STAFF REPORT

## DESCRIPTION

The approval of the West Texas Gas (WTG) Marketing, LLC Contracts based on the nominations approved at the last meeting.

Exhibit A: Gates 1&2 (nomination: 850)
Exhibit B: Gate 3 (nomination 50)

If the contracts are not in your packet, we are pending the city attorney's approval and they will be provided in a separate email.

## ANALYSIS

In the City's best interest to renew with West Texas Gas for the 2025-2026 contracts.

## RECOMMENDATION

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

## FINANCIAL IMPACTS

# EXHIBIT A

# (GATES 1 & 2)

**EXHIBIT "A"**

To the Gas Sales Contract
Dated
October 1, 2017
By and Between

**WTG GAS MARKETING LLC**
**And**
**CITY OF SEALY, TEXAS**

This Nomination Notice sets out the agreement of the parties for the purchase and sale of natural gas pursuant to that certain Gas Sales Contract between the parties, as stated above, and become a part of and subject to the terms and conditions of such Contract.

TERM OF DELIVERY: Beginning October 1, 2025 through September 30, 2026

Package #1 – Aggregate of the following meters:
City of Sealy #1 – Meter #8152210
City of Sealy #1 Run #2 – Meter #8152211
City of Sealy #2 – Meter #8152213

The contract price for Firm Quantities delivered up to 850 MMBtu/Day shall be equal to 101% of the HSC Gas Daily Midpoint Price as posted for the actual day of delivery, plus 55¢ per MMBtu.

For Interruptible Quantities (volumes in excess of 850 MMBtu/Day) the price for those volumes will be equal to the highest of: (i) 101% of the GDD HSC Midpoint price as posted for the Day in which the Interruptible Quantity occurred plus $2.00 per MMBtu; or (ii) 101% of the GDD HSC Midpoint price as posted for the next Flow Date(s) published in the next publication after the Day in which the Interruptible Quantities occurred plus $2.00 per MMBtu; or (iii) 101% of the GDD HSC Midpoint price posted for the next Flow Date(s) published in the second publication after the Day in which the Interruptible Quantities occurred plus $2.00 per MMBtu.

In addition to the Firm and Interruptible prices as set forth above, the Buyer will pay Seller a fee for each month during the Delivery Period equal to 850 MMBtu times $0.45 per MMBtu times the number of Days in each Month.

Effective Date of this Exhibit A: October 1, 2025

Supersedes Exhibit A Effective: October 1, 2024

**WTG GAS MARKETING, LLC**

By:_____
J. J. King
Title: EVP, Commercial & Marketing

**CITY OF SEALY, TEXAS**

By:_____

Title:

EXHIBIT B

(GATE 3)

**EXHIBIT "A-1"**

To the Gas Sales Contract
Dated
October 1, 2017
By and Between

**WTG GAS MARKETING LLC**
**And**
**CITY OF SEALY, TEXAS**

This Nomination Notice sets out the agreement of the parties for the purchase and sale of natural gas pursuant to that certain Gas Sales Contract between the parties, as stated above, and become a part of and subject to the terms and conditions of such Contract.

TERM OF DELIVERY: Beginning October 1, 2025 through September 30, 2026

Package #2 – HG
City of Sealy 3

The contract price for Firm Quantities delivered up to 50 MMBtu/Day shall be equal to 101% of the HSC Gas Daily Midpoint Price as posted for the actual day of delivery, plus 55¢ per MMBtu.

For Interruptible Quantities (volumes in excess of 50 MMBtu/Day) the price for those volumes will be equal to the highest of: (i) 101% of the GDD HSC Midpoint price as posted for the Day in which the Interruptible Quantity occurred plus $2.00 per MMBtu; or (ii) 101% of the GDD HSC Midpoint price as posted for the next Flow Date(s) published in the next publication after the Day in which the Interruptible Quantities occurred plus $2.00 per MMBtu; or (iii) 101% of the GDD HSC Midpoint price posted for the next Flow Date(s) published in the second publication after the Day in which the Interruptible Quantities occurred plus $2.00 per MMBtu.

In addition to the Firm and Interruptible prices as set forth above, the Buyer will pay Seller a fee for each month during the Delivery Period equal to 50 MMBtu/Day times $0.45 per MMBtu times the number of Days in each Month.

Effective Date of this Exhibit A: October 1, 2025

Supersedes Exhibit A Effective: October1, 2024

**WTG GAS MARKETING, LLC**

By:_____
J. J. King
Title: EVP, Commercial & Marketing

**CITY OF SEALY, TEXAS**

By:_____

Title:

AGENDA ITEM NO: **CONSENT**

**Ratification for the cost of replacement of booster pump on well #7**

SUBMITTED BY: Patrick Parsons, Public Works Director

MEETING DATE: September 16, 2025

# STAFF REPORT

## DESCRIPTION

The booster pump needed to be replaced so it was ordered and we will use funds that were approved in the fy 2024-2025 budget.

## ANALYSIS

The pump was ordered already last month. We have 3 quotes and we have placed the order with Hahn equipment. We have three booster pumps at this location and we need this pump running with well 9 and well 7 both using these booster pumps to pump to the water towers.

## RECOMMENDATION

Staff Recommends approval of the ratification of payment for expenses to replace booster pump at well 7.

## FINANCIAL IMPACTS

This item will be coming out of our budgeted line items 56-511-53510, which has a remaining balance of $60,870 to cover the cost of $29,600.18.

# City of Sealy

## Price Quotations

**Fund:** 56 **Department:** Public Works

**Item to be Purchased:** Split case motor and pump for Well 7 (booster pump 1 replacement)

**Account Code:** 511-53510

**Vendor #1**

| | |
|---|---|
| Name: | Hahn Equipment Company |
| Address: | 5636 Kansas St. |
| | Houston, TX 77007 |
| Contact Name: | Bobby Bruce |
| Make / Model: | Xylem eXc Split Case |
| Quoted Price: | $29,600.18 |
| Terms / Conditions: | |
| Comments: | |

**Vendor #2**

| | |
|---|---|
| Name: | D&T Electrical Services |
| Address: | 251 Farm Acres Ln. |
| | Shepard, TX 77371 |
| Contact Name: | |
| Make / Model: | Xylem split eXc split case |
| Quoted Price: | $33,000 |
| Terms / Conditions: | |
| Comments: | |

**Vendor #3**

| | |
|---|---|
| Name: | Elite Pumps & Mechanical Services |
| Address: | 6102 Centralcrest St. |
| | Houston, TX 77092 |
| Contact Name: | Juan Colejio |
| Make / Model: | Xylem split case pump |
| Quoted Price: | $34,040 |
| Terms / Conditions: | |
| Comments: | |

**Recommendation by:** Nick Hagen **Date:** 6/3/2025

Signature

**Department Head:** _____ **Date:** 6/4/25

Signature

**City Manager / Finance Director:** _____ **Date:** 06/04/25

Signature

# HAHN EQUIPMENT CO., INC.

5636 KANSAS • HOUSTON, TX 77007 • PHONE # 713-868-3255 • FAX # 868-9725

ATTN: Travis Cochran
COMPANY: City of Sealy
FROM: Bobby Bruce

QUOTE #: 22429
RE: Sealy Water Well #7
DATE: May 27, 2025

HAHN EQUIPMENT CO., INC., is pleased to submit to City of Sealy the following proposal for pumping equipment services:

QUANTITY (1) Xylem eXc Split Case including below:

- 4x6x12 e-XC split case double suction centrifugal pump with Cast Iron casing and Stainless-Steel Impeller.
- Baldor 40HP, 60Hz, 460v/3Ph, 1780 RPM 4 Pole Motor.
- Coupler and Coupler Guard
- Base

TOTAL PRICE FOR ALL EQUIPMENT LISTED ABOVE: **$19,600.18**

- Installation Services are currently estimated at: **$10,000.00**

TOTAL PROJECT COST (PER PUMP) INCLUDING LABOR ESTIMATE: **$29,600.18**

**Notes:** This pump selection is based on information provided by the city from the other pumps at the water plant. The specification is as listed: **133' TDH, 1750RPM, 800GPM.** There was no pump documentation for Water Well #7 provided to Hahn Equipment.

F.O.B.: Houston, Texas. Prices are quoted as good for thirty (30) days and are exclusive of any applicable taxes or duties.
SHIPMENT: Estimated delivery is **12-14 weeks** after receipt of written purchase order and approval drawings, unless other delivery requirements are agreed upon in writing.
TERMS OF PAYMENT: NET 30 from the date of the invoice.
CONTRACT CONDITIONS: Conditions outlined on the Company's standard general condition form, which is enclosed with this proposal, shall apply to and constitute a part of this proposal.

Sincerely,
HAHN EQUIPMENT CO., INC.

Bobby Bruce
Bobby Bruce
Sales Representative

NOTE: Invoices will be issued upon delivery, or notification equipment is available for delivery based on delivery date below. This proposal, including terms and conditions contained within, are acceptable and understood.

**PLEASE SIGN AND RETURN.**
AUTHORIZED SIGNATURE: Nick Hagen DATE: 6/4/2025

We request this equipment available for delivery: _____

## General Standard Conditions

I. **ACCEPTANCE** – This proposal is subject to acceptance by the Purchaser within 30 days. Prices are subject to change without notice; all quotations whether published or special prices automatically expire 30 days from date of quotation, if not canceled prior to that time by another quotation or by a notice of cancellation, and are automatically canceled without notice simultaneously with the date of a price change. Acceptance of this quotation is limited to the terms hereof and Seller hereby objects to different or additional terms unless accepted by Seller in writing. No acceptance of this proposal by the Purchaser and no purchase order for any of the machinery offered in this proposal shall create any contract between Seller and Purchaser or be binding in any way upon Seller until such acceptance or purchase order is approved in writing by an executive officer of the Seller.

II. **WARRANTY** – As the distributor for various manufacturers, the Seller is dependent upon representation and promises made by these manufacturers as to quality of material, performance data, and delivery schedules. The Seller will pass on to the Purchaser warranties, which may be available from the manufacturer of the products, involved. In addition to any applicable warranties that may be passed on to the Purchaser, the Seller will warrant items of original manufacture of the seller for six (6) months after date of shipment against defects in material and workmanship. All warranty claims must be maid in a timely fashion by written notice to the Seller and the Seller or manufacturer involved shall have the option of requiring the return of the defective part, transportation prepaid to establish the claim. The Seller shall not be held liable for damages or delay caused by defects. The Seller's liability to the Purchaser except as to title, arising out of the supplying of the said equipment, or its use, whether based upon warranty, contract or negligence, shall not in any case exceed the cost of correcting defects in the equipment as herein provided and upon the expiration of the warranty period, all such liability shall terminate. The Seller shall not in any event be held liable for any special, indirect or consequential damages.

III. **TITLE** – The Seller will deliver the equipment F.O.B. cars or trucks at point of shipment and such delivery will constitute delivery to the Purchaser. Title and risk of loss of the equipment shall pass to the Purchaser at this point.

IV. **INSURANCE** – The Purchaser shall bear all risk of loss or damage to the machinery after delivery and shall provide and maintain adequate insurance against loss or damage by fire or other causes to the machinery during the time between delivery and final payment in an amount fully protecting the Seller. Loss or damage by fire or other causes within such period shall not relieve the Purchaser from his obligation to pay the purchase price in full.

V. **TERMS** – Terms are net cash upon shipment or notification that we are ready to ship. Prorata payments shall become due and payable as partial shipments are made hereunder. Payment within thirty (30) days will be considered the same as cash pending approval of credit. These terms apply to partial as well as complete shipments. On orders over $50,000.00 or as specifically stated on our proposal, special payment terms may be required. These terms are normally included with our proposal and are as stated in the Terms & Conditions form of the manufacturer involved. There is no cash discount given for cash or prompt payment unless specifically agreed upon in writing.

VI. **TAXES** – The Purchaser shall pay to the Seller, in addition to the purchase price, the amount of all sales, use, privilege occupation, excise or other taxes, federal, state, local, or foreign which the Seller is required to pay in connection with furnishing goods or services to the Purchaser.

VII. **FREIGHT** – Unless otherwise agreed upon in writing, all equipment is quoted F.O.B. shipping point. The Purchaser shall pay to the Seller in addition to the purchase price, freight charges, which may be required in shipping the equipment from the point of manufacture or storage to the Purchaser's plant. If freight charges are included in the quotation, then the Purchaser shall pay to the Seller, in addition to the purchase price, any amount by which transportation charges may be increased, either by reason of increased transportation rates or because of a change in the method of transportation.

VIII. **PRICE AND ADJUSTMENT** – The following clauses are applicable to the extent they are referred to elsewhere in this proposal. Selection of price adjustment clause is based upon the proposed shipping date for the equipment offered.

Clause 1: The prices named herein are not subject to any change from the prices in effect on the date the order is accepted.

Clause 2: The prices named herein will be adjusted to the prices in effect at time of shipment.

Clause 3: The prices named herein are subject to escalation in accordance with manufacturer's standard escalation policy or as otherwise stated in the proposal.

IX. **SHIPPING DATES** – The time for shipment given herein is approximate and is estimated from the date of receipt of order with complete manufacturing information and approval of drawings as may be necessary. The Seller relies upon the information supplied by various manufacturers and will endeavor to maintain quoted shipment times but the Seller will not be liable for any for any special, indirect or consequential damages arising from delay in shipment, irrespective of the reason therefore.

X. **CANCELLATION** – The Purchaser may cancel his order only upon written notice and payment to the Seller of reasonable and proper cancellation charges including administrative and engineering expense and loss of profits.

XI. **RESTOCKING** – No merchandise may be returned to the Seller without its written consent and shipping instructions being first obtained. Restocking charges will be provided upon request for the particular item involved and will be as determined by the equipment manufacturer.

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2025

WATER & SEWER FUND
DEPARTMENT - WATER

% OF YEAR COMPLETED: 91.67

| DEPARTMENTAL EXPENDITURES | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBERED | BUDGET BALANCE | % YTD BUDGET |
|---|---|---|---|---|---|---|
| 56-511-53400 General Liability Insuranc | 14,297 | 0.00 | 13,025.12 | 0.00 | 1,271.88 | 91.10 |
| 56-511-53420 Auto Liability Insurance | 5,765 | 0.00 | 5,768.04 | 0.00 | ( 3.04) | 100.05 |
| 56-511-53500 Buildings & Grounds Rep/Ma | 15,000 | 0.00 | 3,772.84 | 0.00 | 11,227.16 | 25.15 |
| 56-511-53510 Fixed Plant & Equip Rep/Ma | 100,000 | 2,817.33 | 39,130.51 | 0.00 | 60,869.49 | 39.13 |
| 56-511-53540 Motor Vehicles Repairs/Mai | 10,550 | 0.00 | 13,006.91 | 0.00 | ( 2,456.91) | 123.29 |
| 56-511-53560 Heavy Equipment Repairs/Ma | 5,275 | 29.45 | 421.16 | 0.00 | 4,853.84 | 7.98 |
| 56-511-53570 Water Well Repairs & Maint | 50,000 | 0.00 | ( 4,361.12) | 0.00 | 54,361.12 | 8.72- |
| 56-511-53580 Radio & Radar Repairs/Main | 40,000 | 0.00 | 0.00 | 0.00 | 40,000.00 | 0.00 |
| 56-511-53590 Meter Repairs & Maintenanc | 0 | 0.00 | 770.00 | 0.00 | ( 770.00) | 0.00 |
| 56-511-53610 Water Line Repairs & Maint | 50,000 | 1,919.37 | 64,885.18 | 0.00 | ( 14,885.18) | 129.77 |
| 56-511-53660 Software Maintenance | 0 | 0.00 | 2,104.67 | 0.00 | ( 2,104.67) | 0.00 |
| 56-511-53800 Lab Analysis Services | 10,000 | 225.00 | 3,308.00 | 0.00 | 6,692.00 | 33.08 |
| 56-511-53900 Building & Land Rentals | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 56-511-53920 Equipment/Vehicle Rentals | 34,410 | 2,241.23 | 27,890.68 | 0.00 | 6,519.32 | 81.05 |
| 56-511-53940 Uniform Rentals | 4,750 | 278.01 | 2,953.45 | 0.00 | 1,796.55 | 62.18 |
| 56-511-53960 Copier Rental Fees | 5,700 | 424.52 | 2,739.93 | 0.00 | 2,960.07 | 48.07 |
| 56-511-53990 Other Rentals | 5,700 | 0.00 | 0.00 | 0.00 | 5,700.00 | 0.00 |
| 56-511-54030 Credit Card Processing Fee | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 56-511-54400 Permit Fees | 16,000 | 0.00 | 9,275.70 | 0.00 | 6,724.30 | 57.97 |
| 56-511-54510 RP1162 Notification | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 56-511-55540 Groundwater Conservation F | 30,000 | 0.00 | 21,166.97 | 0.00 | 8,833.03 | 70.56 |
| 56-511-55980 Miscellaneous | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 56-511-55990 Bad Debt Expense | 5,700 | 0.00 | 8,293.28 | 0.00 | ( 2,593.28) | 145.50 |
| 56-511-55995 Depreciation Expense | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL OPERATIONS | 1,444,548 | 26,885.22 | 1,044,149.12 | 0.00 | 400,398.88 | 72.28 |
| CAPITAL OUTLAY | | | | | | |
| 56-511-56010 Buildings | 56,400 | 0.00 | 20,256.99 | 0.00 | 36,143.01 | 35.92 |
| 56-511-56090 Motor Vehicles | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 56-511-56100 Special Equipment | 85,000 | 3,950.31 | 86,773.04 | 0.00 | ( 1,773.04) | 102.09 |
| 56-511-56130 Water Infrastructure Impro | 10,000 | 0.00 | 0.00 | 0.00 | 10,000.00 | 0.00 |
| 56-511-56135 Water Line Improvements | 160,280 | 0.00 | 0.00 | 0.00 | 160,280.00 | 0.00 |
| 56-511-56175 Water Tank Improvements | 65,000 | 0.00 | 24,950.00 | 0.00 | 40,050.00 | 38.38 |
| 56-511-56995 Engineering Services | 0 | 480.00 | 62,280.00 | 0.00 | ( 62,280.00) | 0.00 |
| TOTAL CAPITAL OUTLAY | 376,680 | 4,430.31 | 194,260.03 | 0.00 | 182,419.97 | 51.57 |
| TOTAL WATER | 2,208,153 | 54,239.50 | 1,500,899.21 | 0.00 | 707,253.79 | 67.97 |

## 2026 HOLIDAY CALENDAR

| | |
|---|---|
| Thursday, January 1 | New Year's Day |
| Monday, January 19 | Martin Luther King, Jr. Day |
| Monday, February 16 | President's Day |
| Friday, April 3 | Good Friday |
| Monday, May 25 | Memorial Day |
| Friday, June 19 | Juneteenth |
| Friday, July 3 | Independence Day |
| Monday, September 7 | Labor Day |
| Thursday, October 8 | County Fair Day |
| Wednesday, November 11 | Veterans Day |
| Thursday and Friday,<br>November 26 and 27 | Thanksgiving Holidays |
| Thursday and Friday<br>December 24 and 25 | Christmas Holidays |

**All holidays are based on an 8-hour workday. Those with longer shifts must supplement the holiday hours.*

AGENDA ITEM NO. CONSENT

**Amended and Restated Administrative Services Agreement with Sealy Economic Development Corporation (SEDC).**

SUBMITTED BY: Kimbra Hill, City Manager

MEETING DATE: September 16, 2025

# STAFF REPORT

## PURPOSE

The purpose of this item is to present for City Council consideration and approval the Amended and Restated Administrative Services Agreement between the City and the SEDC. This updated agreement consolidates and clarifies all previously approved amendments and includes recent Council and/or SEDC Board actions regarding organizational structure and responsibilities—specifically the assignment of oversight and management of the Convention and Visitors Bureau (CVB) functions to SEDC staff.

## SUMMARY/FACTS

The City and the SEDC have maintained an Administrative Services Agreement since at least 2014, defining the relationship between the two entities and the scope of support provided between the City and SEDC staff.

Over time, the agreement has been amended or modified on six occasions. The most recent action occurred in March 2025, when the City Council and the SEDC Board, at a duly authorized joint meeting, approved assigning oversight and management of the Convention & Visitors Bureau (CVB) to SEDC staff, and approved new and revised job descriptions, adding the CVB oversight responsibilities to the SEDC Executive Director and Deputy Executive Director/Secretary positions, and creating the new Tourism Manager position who directly reports to the EDC Executive Director, as approved. In July, the City Council adopted an updated organizational chart reflecting the approvals from the March 2025 meeting reflecting the approved structural and functional changes.

Since that time, questions have arisen regarding whether the language of the Administrative Services Agreement fully reflects the Council's direction, particularly concerning the newly assigned CVB functions and the organizational structure. To provide clarification, initially, I attempted to revise only the March amendment.

However, on the recommendation of the City Attorney, the agreement has instead been amended and restated in its entirety. This approach consolidates all historical amendments, improves clarity, and ensures internal consistency between the agreement, the organizational chart, and job descriptions.

**Key Features of the Amended and Restated Agreement**

- Incorporates the original 2014 agreement language where applicable.
- Identifies and references (via footnotes) all sections that have been added, amended, or modified, noting the date and context of each change.
- Aligns with the March 2025 Council and SEDC actions regarding CVB oversight.
- Ensures consistency with the job descriptions approved in March 2025 and with the organizational chart approved in July 2025.
- Updates Section 5.a. to state that the annual reimbursement to the City by the SEDC will be paid on March 1st of each year (removing year-specific language).
- Specifies actions required to complete funding for approved capital projects spanning more than one fiscal year.
- Requires CVB operations status reports to be provided directly to the City Manager and Finance Director, in addition to existing reporting requirements.
- Establishes month-specific dates for quarterly presentations, based on the City's receipt and posting of hotel occupancy tax payments.
- Consolidates all content into one resource for efficiency.
- Updates the SEDC's physical address.
- Amends Section 10 to remove the requirement of attaching all historical amendments. Future amendments will be incorporated directly into the agreement.
- Specifies approval dates:
    - SEDC: September 23, 2025
    - City Council: September 16, 2025

The clean, consolidated agreement is attached to this report. Historical agreements and amendments are provided as Exhibits A–G for reference and transparency associated with this agenda item, but they will not be part of the final document.

The Amended and Restated Administrative Services Agreement creates a single, comprehensive record that clearly reflects the current terms, reducing the risk of confusion or disputes from scattered amendments. This ensures a consistent reference document and simplifies navigation of changes over time.

## FINANCIAL IMPACT

There is no immediate fiscal impact associated with this action. The scope of services and associated funding were addressed in prior budget approvals tied to the March 2025 amendments or approved as part of the FY 2025-2026 budget approval.

## RECOMMENDATION

City Manager recommends that the City Council approve the Amended and Restated Administrative Services Agreement between the City and SEDC as presented and authorize the Mayor to execute the agreement on behalf of the City.

Following approval by the SEDC Board, this will formalize the previously expressed intent, ensure alignment with the organizational structure and responsibilities as approved, and establish a clear and comprehensive framework for managing this interagency relationship moving forward.

**ATTACHMENTS:**

**Redlined Version**
**Clean Version**
**Organizational Chart**

**Previously approved Agreements and Amendments for Reference:**

*Exhibit A*: Administrative Services Agreement – August 12, 2014

*Exhibit B:* Administrative Services Agreement – November 10, 2015

*Exhibit C:* Amended Administrative Services Agreement – February 23, 2016

*Exhibit D:* Administrative Services Agreement – December 5, 2016

*Exhibit E:* Administrative Services Agreement – December 19, 2017

*Exhibit F:* Amendment No. 1 to Administrative Services Agreement – June 23, 2020

*Exhibit G*: 2025 Amendment to Administrative Services Agreement – March 24, 2025

# Red-lined Version

**AMENDED AND RESTATED ADMINISTRATIVE SERVICES AGREEMENT**

THE STATE OF TEXAS §
§
COUNTY OF AUSTIN §

The 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 12th day of August 2014; and[1]

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[1]; 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[1]:

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

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[1].

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[1].

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[1].

---

[1] Administrative Services Agreement, August 12, 2014.
[2] 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[1].

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 March 1 of each fiscal year, to the City as a transfer from the SEDC to the City's general fund[2].

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[1].

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[1].

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[1].

6. Services provided to the City by the EDC:[3]

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 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

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

- 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 it's own identity, including it's 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.
- 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.)

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

- 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 be carried over to the next fiscal year for the purpose of completing the capital project as intended. To accomplish this, the City's Financial Management Policy requires City Council's approval of an ordinance to amend the budget to draw down the Hotel Occupancy Tax fund balance in the amount of the remaining allocations 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
        - Foot and phone traffic at the CVB Visitors Center (# phone inquiries/# visitors).
        - 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 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

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

- 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.

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 June 23,2020; 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[2].

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[1].

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[1]:

City of Sealy
Attention: City Manager
P. 0. Box 517
Sealy, Texas 77474

Sealy Economic Development Corporation
Attention: E D C / C V B Executive Director
330 Main Street
Sealy, Texas 77474

[1] Administrative Services Agreement, August 12, 2014.
[2] Amendment No. 1 to Administrative Services Agreement, 5(a), June 23, 2020.
[3] 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[1].

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[1].

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[1].

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[1].

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[1].

[1] Administrative Services Agreement, August 12, 2014.
[2] Amendment No. 1 to Administrative Services Agreement, 5(a), June 23, 2020.
[3] 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 23rd day of September, 2025.

**SEALY ECONOMIC DEVELOPMENT CORPORATION**

_____

Sterling Schiller, President

ATTEST:

_____

Katherine Ellis, EDC/CVB Deputy Executive Director/Secretary

[1] Administrative Services Agreement, August 12, 2014.
[2] Amendment No. 1 to Administrative Services Agreement, 5(a), June 23, 2020.
[3] 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 16th day of September, 2025.

**CITY OF SEALY, TEXAS**

_____

Carolyn Bilski, Mayor

ATTEST:

_____

Sandra Vrablec, City Secretary

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

# Clean Version

# AMENDED AND RESTATED ADMINISTRATIVE SERVICES AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF AUSTIN §

The 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 12th day of August 2014; and[1]

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[1]; 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[1]:

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

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[1].

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[1].

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[1].

---

[1] Administrative Services Agreement, August 12, 2014.
[2] 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[1].

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 March 1 of each fiscal year, to the City as a transfer from the SEDC to the City's general fund[2].

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[1].

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[1].

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[1].

6. Services provided to the City by the EDC:[3]

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 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

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

- 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 it's own identity, including it's 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.
- 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.)

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

- 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 be carried over to the next fiscal year for the purpose of completing the capital project as intended. To accomplish this, the City's Financial Management Policy requires City Council's approval of an ordinance to amend the budget to draw down the Hotel Occupancy Tax fund balance in the amount of the remaining allocations 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

        - Foot and phone traffic at the CVB Visitors Center (# phone inquiries/# visitors).

        - 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 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: <u>Present in March</u>

    - Quarter 2 report for January, February, March: <u>Present in June</u>

    - Quarter 3 report for April, May, June: <u>Present in September</u>

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

- 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.

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 June 23,2020; 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[2].

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[1].

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[1]:

City of Sealy
Attention: City Manager
P. 0. Box 517
Sealy, Texas 77474

Sealy Economic Development Corporation
Attention: E D C / C V B Executive Director
330 Main Street
Sealy, Texas 77474

[1] Administrative Services Agreement, August 12, 2014.
[2] Amendment No. 1 to Administrative Services Agreement, 5(a), June 23, 2020.
[3] 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[1].

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[1].

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[1].

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[1].

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[1].

[1] Administrative Services Agreement, August 12, 2014.
[2] Amendment No. 1 to Administrative Services Agreement, 5(a), June 23, 2020.
[3] 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 23rd day of September, 2025.

**SEALY ECONOMIC DEVELOPMENT CORPORATION**

_____

Sterling Schiller, President

ATTEST:

_____

Katherine Ellis, EDC/CVB Deputy Executive Director/Secretary

[1] Administrative Services Agreement, August 12, 2014.
[2] Amendment No. 1 to Administrative Services Agreement, 5(a), June 23, 2020.
[3] 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 16th day of September, 2025.

**CITY OF SEALY, TEXAS**

_____

Carolyn Bilski, Mayor

ATTEST:

_____

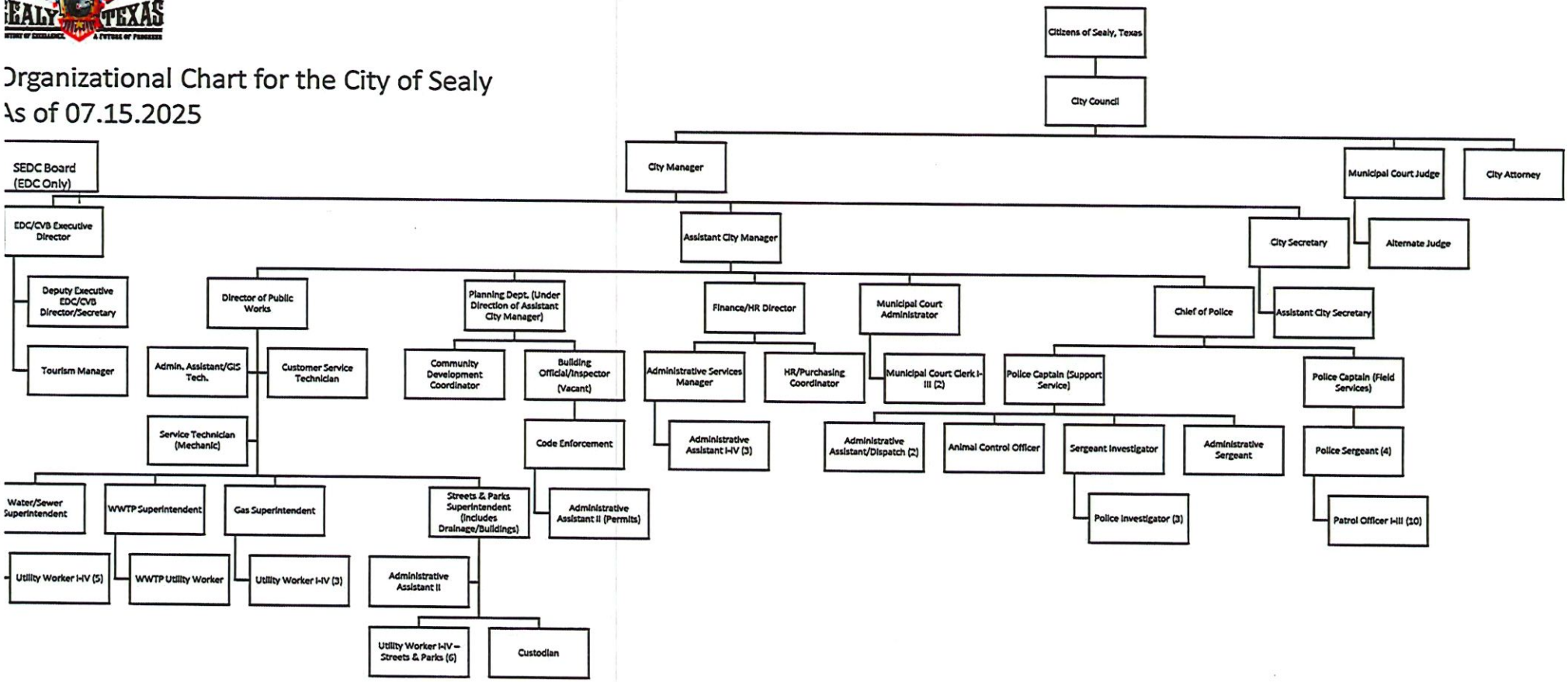
Sandra Vrablec, City Secretary

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

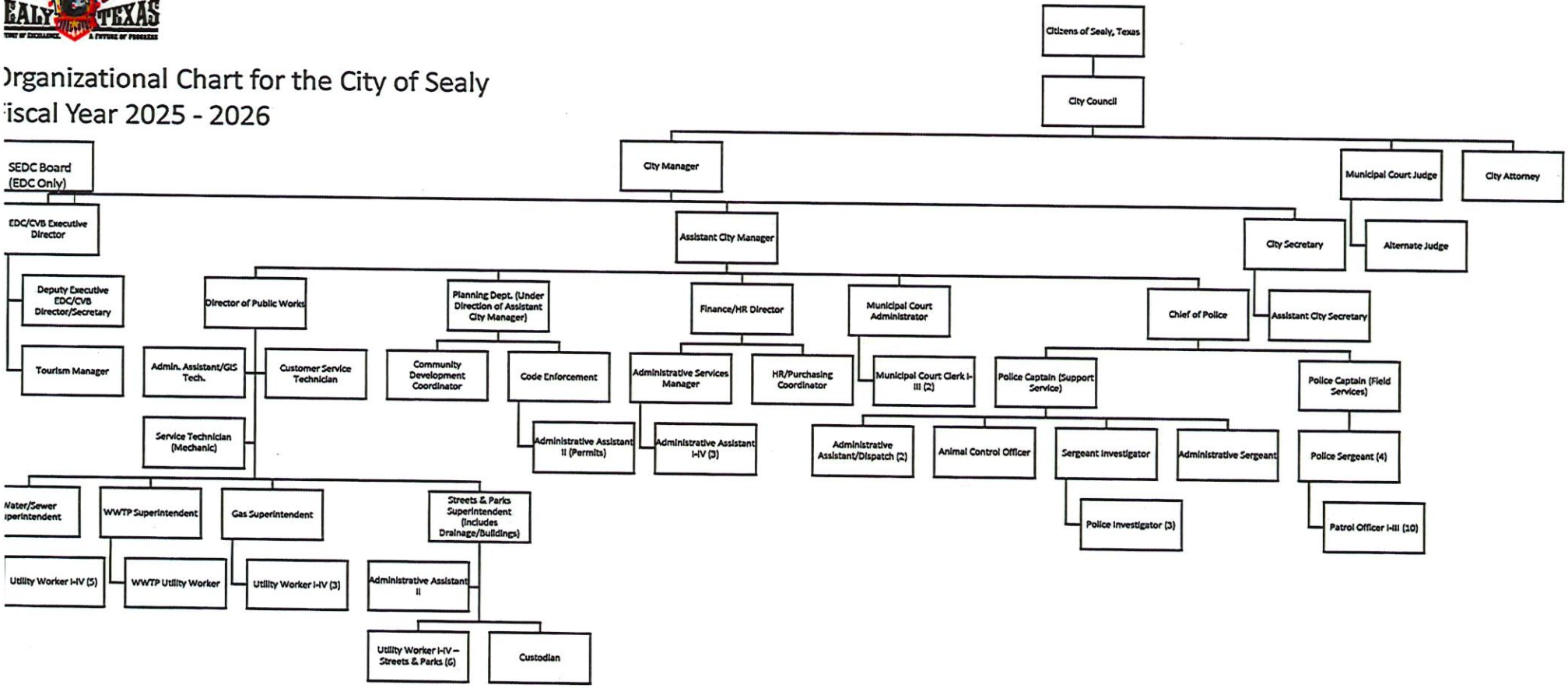
# Organizational Chart(s) Approved 7/15/2025

# Based on the Job Descriptions and CVB Structure Approved 3/24/2025

# Organizational Chart for the City of Sealy
## As of 07.15.2025



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



# Previously Approved Administrative Services Agreements and Amendments

# EXHIBIT A

## ADMINISTRATIVE SERVICES AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF AUSTIN §

This Administrative Services Agreement ("Agreement") is made and entered into by and between the City of Sealy, Texas (the "City") and the Sealy Economic Development Corporation (the "SEDC").

WHEREAS, pursuant to the Development Corporation Act, Section 4B, Article 5190.6, V.A.T.C.S., now Chapter 505 of the Texas Local Government Code, (the "Act"), the City created the SEDC and collects on behalf of the SEDC an additional sales and use tax; and

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; and

WHEREAS, the City has determined that providing personnel and services to the SEDC will be mutually beneficial to the City and the SEDC, will promote local economic development and stimulate business and commercial activity within the City, all in furtherance of the purposes of the SEDC; now, therefore.

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:

1. Services provided:

The SEDC may utilize City employees to perform the following services for and on behalf of the SEDC:

a. Accounting and financial services;
b. Human resource services;
c. Administration/secretarial services; and
d. Any other services in furtherance of the purposes of the SEDC and authorized by the Act.

2. Assignment of tasks:

The 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.

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 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.

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.

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

5. Consideration:

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 $26,958.33 annually, payable in full on March 1, 2015, to the City as a transfer from the SEDC to the City's general fund.

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.

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.

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.

6. Term:

The term of this Agreement shall be for one year commencing October 1, 2014; 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.

7. 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.

8. 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:

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

Sealy Economic Development Corporation
Attention: Executive Director
113 Main Street
Sealy, Texas 77474

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

9. 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.

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.

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.

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.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized officers of the City of Sealy, Texas, and the Sealy Economic Development Corporation, as of the 12th day of August, 2014.

ATTEST:

Dayl Cooksey
City Secretary

**CITY OF SEALY, TEXAS**

Chris Coffman
City Manager

ATTEST:

Dayl Cooksey
Secretary, SEDC

**SEALY ECONOMIC DEVELOPMENT CORPORATION**

Charles Hinze, President
Board of Directors

# EXHIBIT B

## ADMINISTRATIVE SERVICES AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF AUSTIN §

This Administrative Services Agreement ("Agreement") is made and entered into by and between the City of Sealy, Texas (the "City") and the Sealy Economic Development Corporation (the "SEDC").

WHEREAS, pursuant to the Development Corporation Act, Section 4B, Article 5190.6, V.A.T.C.S., now Chapter 505 of the Texas Local Government Code, (the "Act"), the City created the SEDC and collects on behalf of the SEDC an additional sales and use tax; and

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; and

WHEREAS, the City has determined that providing personnel and services to the SEDC will be mutually beneficial to the City and the SEDC, will promote local economic development and stimulate business and commercial activity within the City, all in furtherance of the purposes of the SEDC; now, therefore.

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:

1. Services provided:

The SEDC may utilize City employees to perform the following services for and on behalf of the SEDC:

a. Accounting and financial services;
b. Human resource services;
c. Administration/secretarial services; and
d. Any other services in furtherance of the purposes of the SEDC and authorized by the Act.

2. Assignment of tasks:

The 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, or at the agreement between the City Manager and the Executive Director of the SEDC.

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 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.

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.

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

5. Consideration:

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 $28,781.70 annually, payable in full on March 1, 2016, to the City as a transfer from the SEDC to the City's general fund.

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.

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.

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.

6. Term:

The term of this Agreement shall be for one year commencing October 1, 2015; 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.

7. 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.

8. 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:

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

Sealy Economic Development Corporation
Attention: Executive Director
113 Main Street
Sealy, Texas 77474

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

9. 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.

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.

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.

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.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized officers of the City of Sealy, Texas, and the Sealy Economic Development Corporation, as of the 10 day of NOVEMBER, 2015.

ATTEST:

Dayl Cooksey
City Secretary

**CITY OF SEALY, TEXAS**

Mark A. Stolarski
Mayor

ATTEST:

Dayl Cooksey
Secretary, SEDC

**SEALY ECONOMIC DEVELOPMENT CORPORATION**

Larry W. Koy, President
Board of Directors

# EXHIBIT C

## AMEMDED ADMINISTRATIVE SERVICES AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF AUSTIN §

This Administrative Services Agreement ("Agreement") is made and entered into by and between the City of Sealy, Texas (the "City") and the Sealy Economic Development Corporation (the "SEDC").

WHEREAS, pursuant to the Development Corporation Act, Section 4B, Article 5190.6, V.A.T.C.S., now Chapter 505 of the Texas Local Government Code, (the "Act"), the City created the SEDC and collects on behalf of the SEDC an additional sales and use tax; and

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; and

WHEREAS, the City has determined that providing personnel and services to the SEDC will be mutually beneficial to the City and the SEDC, will promote local economic development and stimulate business and commercial activity within the City, all in furtherance of the purposes of the SEDC; now, therefore.

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:

1. Services provided:

The SEDC may utilize City employees to perform the following services for and on behalf of the SEDC:

a. Accounting and financial services;
b. Human resource services;
c. Administration/secretarial services; and
d. Any other services in furtherance of the purposes of the SEDC and authorized by the Act.

2. Assignment of tasks:

The 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, or at the agreement between the City Manager and the Executive Director of the SEDC.

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 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.

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.

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

5. Consideration:

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 $21,578.00 annually, payable in full on March 1, 2016, to the City as a transfer from the SEDC to the City's general fund.

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.

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.

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.

6. Term:

The term of this Agreement shall be for one year commencing October 1, 2015; 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.

7. 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.

8. 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:

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

Sealy Economic Development Corporation
Attention: Executive Director
113 Main Street
Sealy, Texas 77474

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

9. 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.

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.

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.

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.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized officers of the City of Sealy, Texas, and the Sealy Economic Development Corporation, as of the 23 day of February, 2016.

ATTEST:

Dayl Cooksey
City Secretary

**CITY OF SEALY, TEXAS**

Mark A. Stolarski
Mayor

ATTEST:

Kim Meloneck
Secretary

**SEALY ECONOMIC DEVELOPMENT CORPORATION**

Larry W. Koy, President
Board of Directors

# EXHIBIT D

## ADMINISTRATIVE SERVICES AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF AUSTIN §

This Administrative Services Agreement ("Agreement") is made and entered into by and between the City of Sealy, Texas (the "City") and the Sealy Economic Development Corporation (the "SEDC").

WHEREAS, pursuant to the Development Corporation Act, Section 4B, Article 5190.6, V.A.T.C.S., now Chapter 505 of the Texas Local Government Code, (the "Act"), the City created the SEDC and collects on behalf of the SEDC an additional sales and use tax; and

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; and

WHEREAS, the City has determined that providing personnel and services to the SEDC will be mutually beneficial to the City and the SEDC, will promote local economic development and stimulate business and commercial activity within the City, all in furtherance of the purposes of the SEDC; now, therefore.

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:

1. Services provided:

The SEDC may utilize City employees to perform the following services for and on behalf of the SEDC:

a. Accounting and financial services;
b. Human resource services;
c. Administration/secretarial services; and
d. Any other services in furtherance of the purposes of the SEDC and authorized by the Act.

2. Assignment of tasks:

The 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, or at the agreement between the City Manager and the Executive Director of the SEDC.

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 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.

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.

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

5. Consideration:

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 $17,418.00 annually, payable in full on March 1, 2017, to the City as a transfer from the SEDC to the City's general fund.

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.

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.

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.

6. Term:

The term of this Agreement shall be for one year commencing October 1, 2016; 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.

7. 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.

8. 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:

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

Sealy Economic Development Corporation
Attention: Executive Director
113 Main Street
Sealy, Texas 77474

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

9. 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.

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.

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.

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.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized officers of the City of Sealy, Texas, and the Sealy Economic Development Corporation, as of the 5 day of DECEMBER, 2016.

ATTEST:

Dayl Cooksey
City Secretary

**CITY OF SEALY, TEXAS**

Mark A. Stolarski
Mayor

ATTEST:

Kim Meloneck
Secretary, SEDC

**SEALY ECONOMIC DEVELOPMENT CORPORATION**

Larry W. Koy, President
Board of Directors

# EXHIBIT E

## ADMINISTRATIVE SERVICES AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF AUSTIN §

This Administrative Services Agreement ("Agreement") is made and entered into by and between the City of Sealy, Texas (the "City") and the Sealy Economic Development Corporation (the "SEDC").

WHEREAS, pursuant to the Development Corporation Act, Section 4B, Article 5190.6, V.A.T.C.S., now Chapter 505 of the Texas Local Government Code, (the "Act"), the City created the SEDC and collects on behalf of the SEDC an additional sales and use tax; and

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; and

WHEREAS, the City has determined that providing personnel and services to the SEDC will be mutually beneficial to the City and the SEDC, will promote local economic development and stimulate business and commercial activity within the City, all in furtherance of the purposes of the SEDC; now, therefore.

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:

1. Services provided:

The SEDC may utilize City employees to perform the following services for and on behalf of the SEDC:

a. Accounting and financial services;
b. Human resource services;
c. Administration/secretarial services; and
d. Any other services in furtherance of the purposes of the SEDC and authorized by the Act.

2. Assignment of tasks:

The 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, or at the agreement between the City Manager and the Executive Director of the SEDC.

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 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.

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.

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

5. Consideration:

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 $17,565.00 annually, payable in full on March 1, 2018, to the City as a transfer from the SEDC to the City's general fund.

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.

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.

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.

6. Term:

The term of this Agreement shall be for one year commencing October 1, 2017; 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.

7. 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.

8. 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:

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

Sealy Economic Development Corporation
Attention: Executive Director
330 Main Street, Suite 5
Sealy, Texas 77474

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

9. 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.

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.

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.

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.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized officers of the City of Sealy, Texas, and the Sealy Economic Development Corporation, as of the 19 day of December, 2017.

ATTEST:

Dayl Cooksey
City Secretary

**CITY OF SEALY, TEXAS**

Janice Whitehead
Mayor

ATTEST:

Kim Meloneck
Secretary, SEDC

SEALY ECONOMIC DEVELOPMENT CORPORATION SEAL 1997 TEXAS

**SEALY ECONOMIC DEVELOPMENT CORPORATION**

Larry W. Koy, President
Board of Directors

# EXHIBIT F

## Amendment No. 1 to Administrative Services Agreement

STATE OF TEXAS §
§
COUNTY OF AUSTIN §

Whereas, the City of Sealy, Texas (the "City") and the Sealy Economic Development Corporation (the "SEDC") entered into an Administrative Services Agreement ("Agreement") dated the 5th day of December 2016; and

Whereas, the Administrative Services Agreement allowed the SEDC 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; and

Whereas, the City and the SEDC desire to amend the amount the SEDC shall pay the City for utilizing the services and support of City staff; and

Whereas, the Administrative Services Agreement authorizes amendments that are in writing and approved by the City and the EDC;

**NOW THEREFORE,** FOR AND IN CONSIDERATION of the mutual covenants, agreements and benefits accruing herein to each party, the City and the SEDC hereby agree to amend the Administrative Service Agreement as follows:

1.0.Section 5(a) is hereby amended to read as follows:

"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 $30,000.00 annually, payable in full on March 1st of each year to the City as a transfer from the SEDC to the City's general fund as follows: Finance - $15,000.00, Administrative and City Secretary - $5,000.00, Human Resources - $850.00, Information Technology - $1,500.00, Building Services - $1,900.00, Consulting with City Manager - $2150.00, and Consulting with City Planner - $3,600.00."

IN WITNESS WHEREOF, this Amendment No. 1 to Administrative Services Agreement is approved by the SEDC on 23rd day of June, 2020.

**SEALY ECONOMIC DEVELOPMENT CORPORATION**

Sterling Schiller, President

ATTEST:

~~Brooke Knoll~~, SEDC Secretary

Katherine Ellis

IN WITNESS WHEREOF, this Amendment No. 1 to Administrative Services Agreement is approved by the City on 15th day of July, 2020.

**CITY OF SEALY, TEXAS**

Janice Whitehead, Mayor

ATTEST:

Brooke Knoll

Brooke Knoll, City Secretary

# EXHIBIT G

## 2025 Amendment to Administrative Services Agreement

STATE OF TEXAS

COUNTY OF AUSTIN

Whereas, the City of Sealy, Texas (the "City") and the Sealy Economic Development Corporation (the "SEDC") entered into an Administrative Services Agreement ("Agreement") dated the 5th day of December 2016; and

Whereas, the Administrative Services Agreement allowed the SEDC to utilize the services and support of the 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 and

Whereas, the City and SEDC desire to amend the amount the SEDC shall pay the City for utilizing the services and support of the City staff; and

Whereas the Administrative Services Agreement authorizes amendments that are in writing and approved by the City and the EDC; and

Whereas, the City and SEDC amended the agreement on June 23, 2020, regarding 1.0 Section 5(a) to increase the Sealy EDC's reimbursement to the City for services performed for and on behalf of the SEDC pursuant to the agreement in the amount of $30,000 annually for the adding accounting and financial services; and

Whereas, the City and SEDC amended the agreement on October 24, 2023, regarding adding the services of public works staff regarding the Sealy EDC's property located at 125 2nd Street; and

Whereas, the City Council now desires to amend the agreement to allocate a portion of funding from Hotel Occupancy Tax to administer the Convention and Visitor's Bureau on behalf of the City of Sealy in compliance with all city policies, ordinances, and state statutes and set forth below.

**NOW THEREFORE**, FOR AND IN CONSIDERATION of the mutual covenants, agreements, and benefits accruing herein to each party, the City and the SEDC hereby agree to amend the Administrative Service Agreement as follows:

1.0 Section 5 is hereby amended to read as follows:

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 per the City's organizational structure, and is funded by the Hotel Occupancy Tax Fund.
- The CVB shall expend HOT Funds allocated to the CVB by the City Council annually 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 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 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 Director collects wages for these duties from the HOT Fund.
    - The EDC Deputy Director/Secretary collects wages for these duties from the HOT Fund.
    - The EDC Director shall ensure all CVB operations are compliant with Chapter 351 and the City of Sealy HOT Policy.
    - All salary expenditures shall be part of the quarterly report, broken down by position.
- 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 9 am to 4 pm 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.
    - The Visitor Information Center should include a 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 Director

- CVB shall have its own identity, including its own dedicated phone number, website, and signage, distinct from City Hall and the EDC
- Separation of HOT Funds from EDC Funds in accordance with
  - Any shared expenses such as rent shall be allocated clearly and documented accurately
  - Maintain a physical and digital asset inventory of CVB-owned physical and digital items
- CVB will operate and keep current the **DiscoverSealy.com** website
- CVB will submit a proposed annual budget each year. The proposed and adopted budget is subject to the City of Sealy's approved budget format, including properly categorized expenditures by HOT Fund categories and itemization for CVB.
- CVB expenses shall be submitted to the City Finance Director (or designee) and paid by the Finance Department in accordance with official City financial policies and procedures. Further, in accordance with state statute, the revenue provided from the tax authorized by Chapter 351 of the Texas Tax Code must be in a separate account established for that purpose and may not commingle that revenue with any other money.
- The EDC Director shall ensure HOT Funds are spent according to the budget approved by the 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.
- The EDC 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.)

- The EDC 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 be carried over to the next fiscal year for the purpose of completing the capital project as intended.
- The EDC Director shall ensure that the project and financial CVB operations status will be submitted to the City Secretary as a quarterly written report within 30 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 room nights recorded during the Quarter for events funded by HOT Funds and other events recorded by hoteliers

- Foot and phone traffic at the CVB Visitors Center (# phone inquiries/# visitors).
- When applicable, a copy of the training materials reviewed and the sign-in sheet completed by city employees

- The EDC Director or designee shall make a formal presentation of the Quarterly report at a Council meeting.
- State of Texas and City of Sealy nepotism policies apply to all HOT operations and expenditures.

EDC 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

IN WITNESS WHEREOF, this 2025 Amendment to the Administrative Services Agreement is approved by the SEDC on the 24th day of March 2025.

**SEALY ECONOMIC DEVELOPMENT CORPORATION**

Sterling Schiller, President

ATTEST:

Katherine Ellis, SEDC Deputy Executive Director/Secretary

**IN WITNESS WHEREOF,** this 2025 Amendment to the Administrative Services Agreement is approved by the City on the 24th day of March 2025.

CITY OF SEALY, TEXAS

Carolyn Bilski

Carolyn Bilski, Mayor

ATTEST:

Sandra Vrablec

Sandra Vrablec, City Secretary

AGENDA ITEM NO. CONSENT

Amending the following job descriptions: **EDC/CVB Executive Director**, **Tourism Manager**, and **EDC/CVB Deputy Executive Director/Secretary.**

SUBMITTED BY: Kimbra Hill, City Manager

MEETING DATE: September 16, 2025

# STAFF REPORT

## PURPOSE

The purpose of this report is to request formal City Council approval of the revised job descriptions associated with the recently amended and restated Administrative Services Agreement between the City and the SEDC, to ensure internal consistency with the agreement language, references, approved org chart, and the functional expectations of each role.

## RECOMMENDATION

City Manager recommends that the City Council approve the amened job descriptions for the EDC/CVB Executive Director, EDC/CVB Deputy Executive Director, and Tourism Manager.

# Job Description

## EDC / CVB Executive Director

| | |
|---|---|
| Department: Economic Development Corporation (SEDC) | Hourly Rate Range: $36.69-$51.36 |
| Reports To: SEDC Board/City Manager | 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.

**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 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.
18. Ensure the CVB effectively markets the region to potential visitors, contributing to the overall economic health of the community.

## EDC / CVB Executive Director

| | |
|---|---|
| Department: Economic Development Corporation (SEDC) | Hourly Rate Range: $36.69-$51.36 |
| Reports To: SEDC Board/City Manager | FLSA: Exempt |

19. Open and regular coordination and communications with the ~~c~~City ~~m~~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
- 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

## EDC / CVB Executive Director

| | |
|---|---|
| Department: Economic Development Corporation (SEDC) | Hourly Rate Range: $36.69-$51.36 |
| Reports To: SEDC Board/City Manager | FLSA: Exempt |

- 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.

**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 _____

## EDC / CVB Executive Director

| | |
|---|---|
| Department: Economic Development Corporation (SEDC) | Hourly Rate Range: $36.69-$51.36 |
| Reports To: SEDC Board/City Manager | FLSA: Exempt |

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

## ~~S~~EDC / CVB Deputy Executive Director ~~and~~/~~or~~ Secretary

| | |
|---|---|
| Department: Economic Development Corporation | Hourly Rate Range: $28.00-$39.20 |
| Reports To: ~~S~~EDC / 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.

**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 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
11. Market the community to potential businesses and gather feedback.
12. Create marketing initiatives and represent the CVB at various events.

## ~~S~~EDC / CVB Deputy Executive Director ~~and~~/~~or~~ Secretary

| | |
|---|---|
| Department: Economic Development Corporation | Hourly Rate Range: $28.00-$39.20 |
| Reports To: ~~S~~EDC / CVB Executive Director | FLSA: Exempt |

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, 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

# ~~S~~EDC / CVB Deputy Executive Director ~~and~~/~~or~~ Secretary

| | |
|---|---|
| Department: Economic Development Corporation | Hourly Rate Range: $28.00-$39.20 |
| Reports To: ~~S~~EDC / CVB Executive Director | FLSA: Exempt |

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

## Job Description Continued

## ~~S~~EDC / CVB Deputy Executive Director ~~and~~/~~or~~ Secretary

| | |
|---|---|
| Department: Economic Development Corporation | Hourly Rate Range: $28.00-$39.20 |
| Reports To: ~~S~~EDC / CVB Executive Director | FLSA: Exempt |

**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

**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

## Tourism Manager

| | |
|---|---|
| Department: Economic Development Corporation | Hourly Rate Range: $24.00-$33.60 |
| Reports To: EDC / CVB Executive Director | FLSA: Exempt |

**Job Summary:**

- The Sealy, Texas, 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.

**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, ~~W~~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.

## Tourism Manager

| | |
|---|---|
| Department: Economic Development Corporation | Hourly Rate Range: $24.00-$33.60 |
| 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, 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.

## Tourism Manager

| | |
|---|---|
| Department: Economic Development Corporation | Hourly Rate Range: $24.00-$33.60 |
| 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

## Tourism Manager

| | |
|---|---|
| Department: Economic Development Corporation | Hourly Rate Range: $24.00-$33.60 |
| 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.



Revised ~~07/15/2025~~ 09/16/2025

# G. Presentation(s)

2025 FANTASY OF LIGHTS
DECEMBER 5-6
A Wishful Christmas

# 39th Annual Fantasy of Lights

- December 5 – 6, 2025
- A Wishful Christmas – Celebrating our local children with the Make-A-Wish Foundation.
- Focus: Spreading joy and granting wishes.
- Keeping the event free and accessible for families.
- Allow our local non-profits to continue hosting their traditional fundraising activities that support the groups they serve.

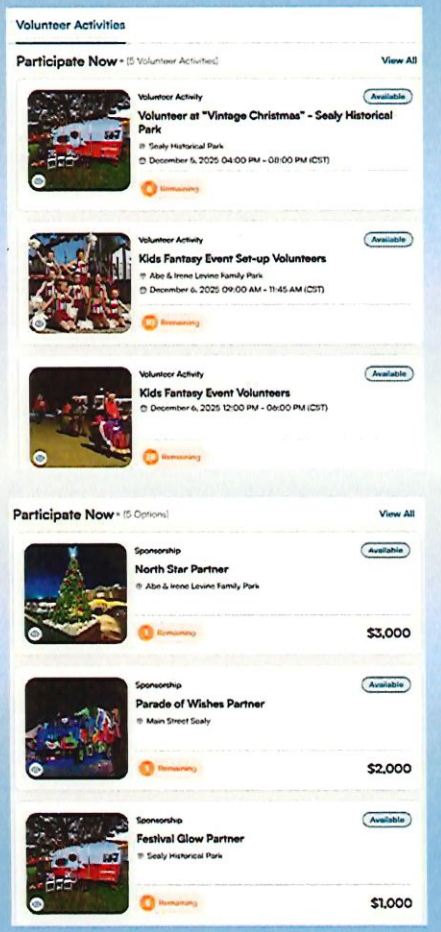
# Community Engagement

**Volunteer Planning**

- Roles for Kids Fantasy set-up, parade coordination, entertainment support, and tear down.
- Recruitment campaign to be launched via website, social media, and newsletters.

**Partnership Drive**

- Tiered packages (North Star, Parade of Wishes, Festival Glow, Holiday Cheer, Wish Maker).
- Partners recognized on signage, Discover Sealy website, and parade float placement.
- Contributions cover official tree lighting, Fantasy of Lights Parade, Vintage Christmas, Kids Fantasy activities/entertainment, and Kids Fantasy Crafts.



# Family Friendly Attractions

- Vintage Christmas (Sealy Historical Park)
  - Santa & Mrs. Claus
  - Local Musical Talent
  - Horse Drawn Sleigh Rides
  - Christmas Tea
  - Old Town Sealy Tree Lighting

- Breakfast with Santa (Trinity Lutheran Church)
  - Hosted by Sealy Lions Club

# Family Friendly Attractions

- Kids Fantasy (Levine Park)
  - Wishing Tree Ornaments
  - Live music Cool Fred E & The Crew.
  - Bounce houses, snow hill, rock climbing wall, mini train rides, face painting, craft stations
  - Local youth group performances
  - Pet parade
- Enhancements for Consideration
  - Snow machine for parade route
  - Snow globe photo booth
  - Holiday character meet & greet
  - Live ice carving demo

# Signature Events

- Vintage Fantasy at Sealy Historical Park (Friday night)
  - Victorian-style holiday atmosphere, local vendors, and performances
- Breakfast with Santa (Saturday Morning)
  - Hosted by Sealy Lions Club
- Jingle Bell Fun Run (Saturday Morning)
  - Girls Who Love to Run
- Kids Fantasy (Saturday noon – 6 PM)
  - Vendors, food trucks, activities
- Tree Lighting (5:45 PM Saturday)
- Fantasy of Lights Parade (6:00 PM Saturday)

# Marketing & Outreach

- Marketing Strategy
  - Messaging:

  "For decades, the people of Sealy have come together with heart, creativity, and generosity to make our town shine."

**"Perfect weekend getaway for an affordable small-town Christmas feel"**

- Social Media ads in Houston, San Antonio, Austin, and College Station/Bryan.
- Charter Bus Tours & Church Groups.
- Local Alumni/Family Visitors.

# Marketing & Outreach

- Promotions ready to be launched
  - Website for Fantasy of Lights Campaigns.
    - Partnership Opportunities
    - Parade Registration
    - Vendor and Food Truck Registration
    - Volunteer Opportunities

# Partnership & Impact

- Strong partnerships with Sealy Area Historical Society, youth groups, non-profits, and businesses.
- Make-A-Wish collaboration highlights Sealy as a community that gives back to their local community members.
- Festival continues to serve as Sealy's largest tourism draw, filling hotels, boosting local shops, and showcasing our town's small-town charm.

# Closing

- The Fantasy of Lights is more than an event – it's a tradition that unites Sealy.
- With the help of sponsors, volunteers, and City Council, A Wishful Christmas will continue to be a magical event.
- Join us in making wishing come true and celebrating the season together.

# H. Business

Item #1

WHEN EXPERIENCE, REPUTATION AND PERFORMANCE MATTER

PERDUE BRANDON FIELDER COLLINS & MOTT LLP

*ATTORNEYS AT LAW*

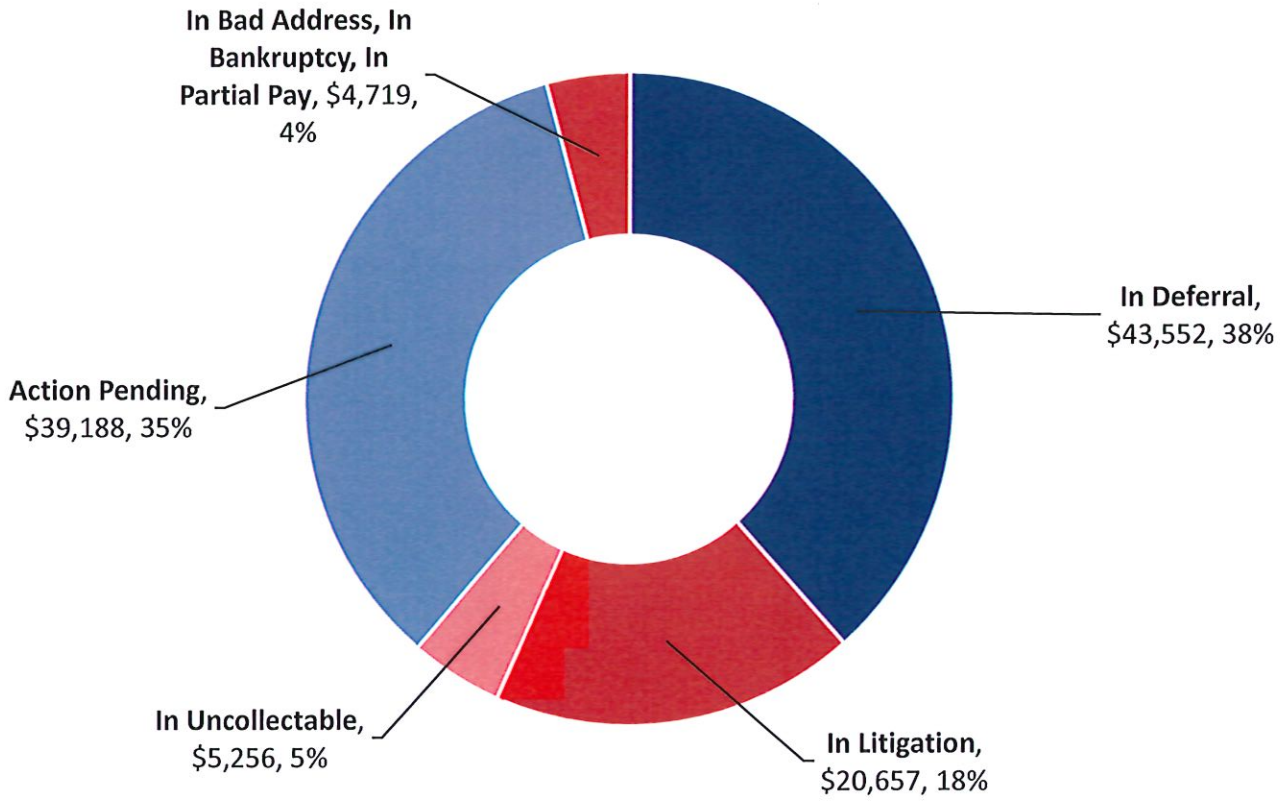
# COLLECTION REPORT TO THE CITY OF SEALY

Submitted by: *Leslie Schkade*
*September 2025*
*www.pbfcm.com*

# ACCOUNT BREAKDOWN CHART

## FOR CITY OF SEALY

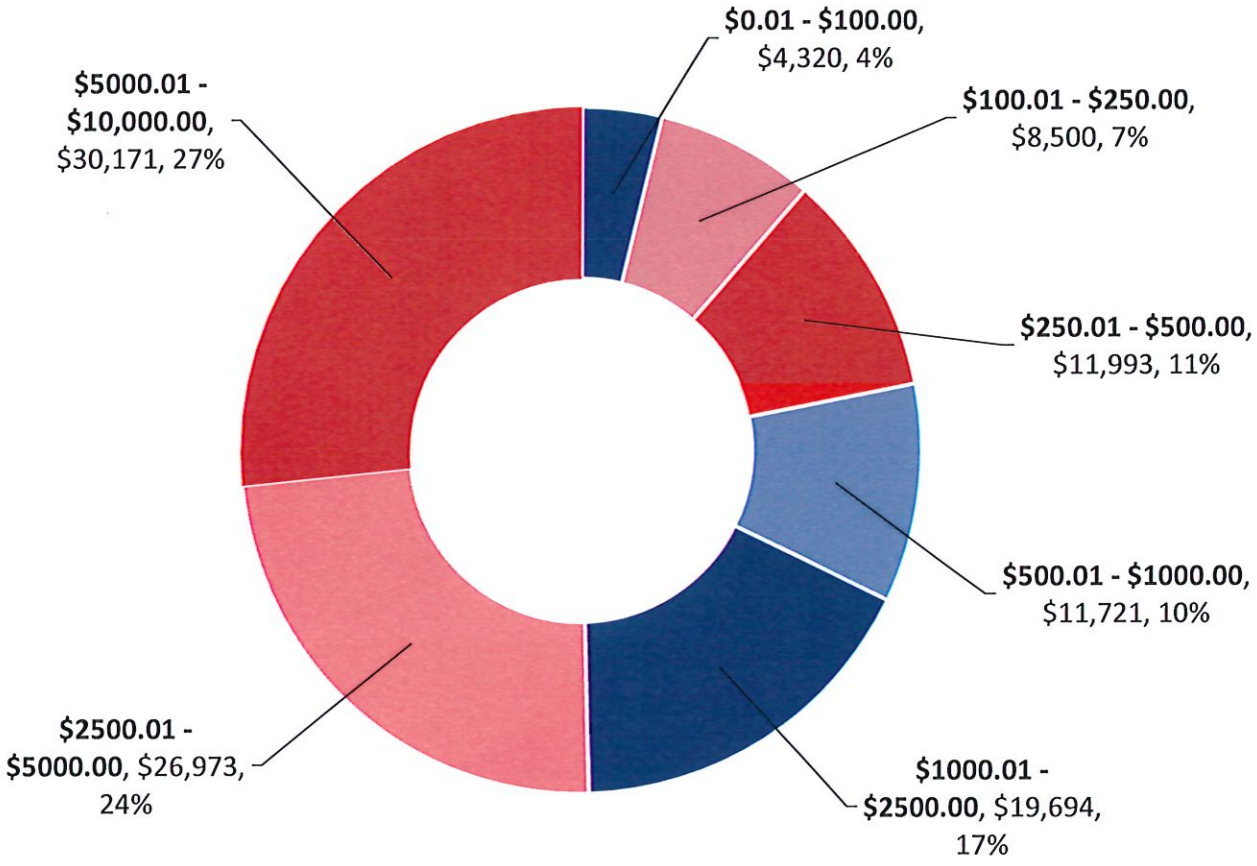
*As of 9/2/2025 - Total Base Tax: $113,373*



# DOLLAR RANGE CHART

## FOR CITY OF SEALY

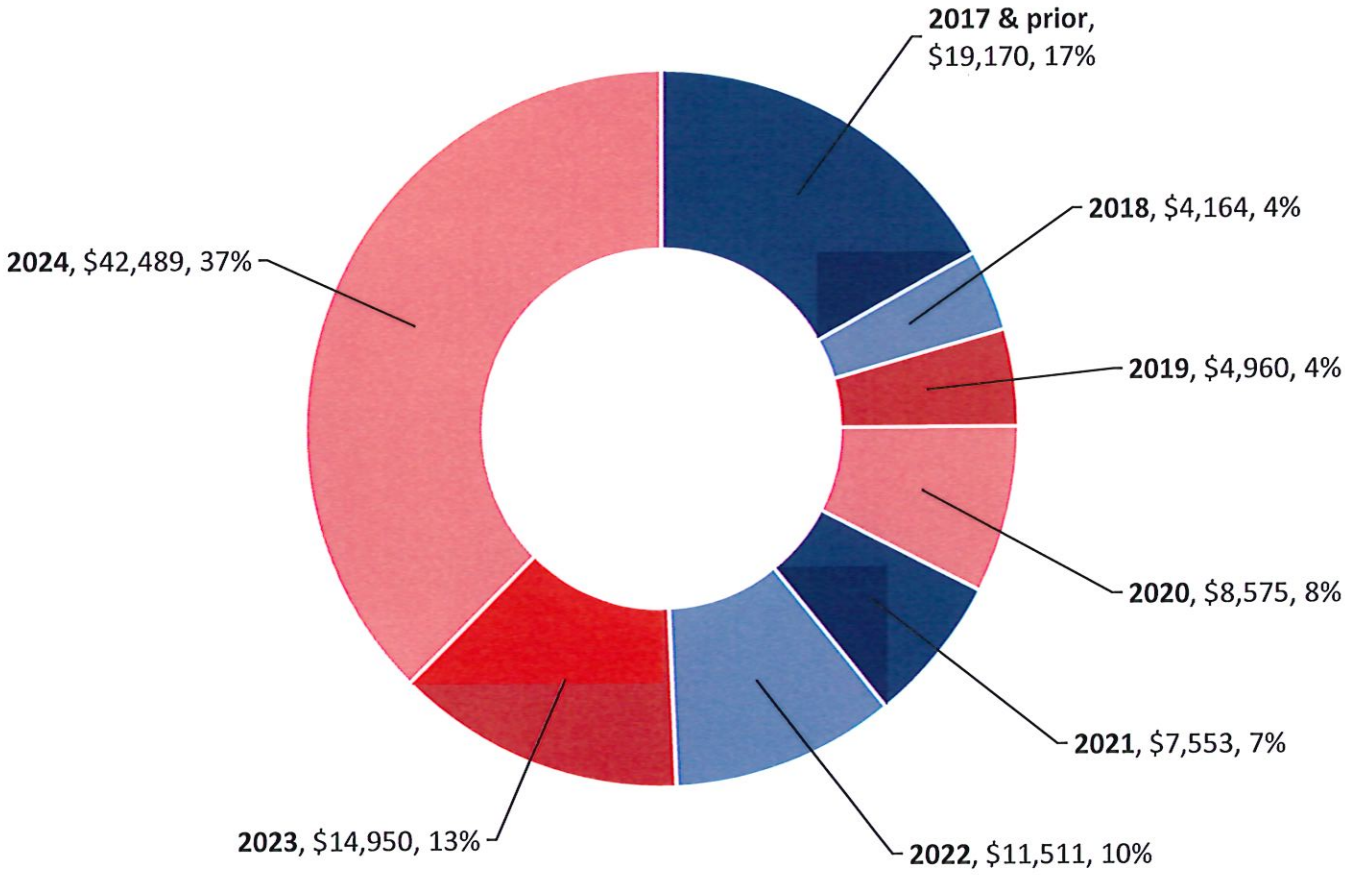
*As of 9/2/2025 - Total Base Tax: $113,373*



# TAX YEAR CHART

## FOR CITY OF SEALY

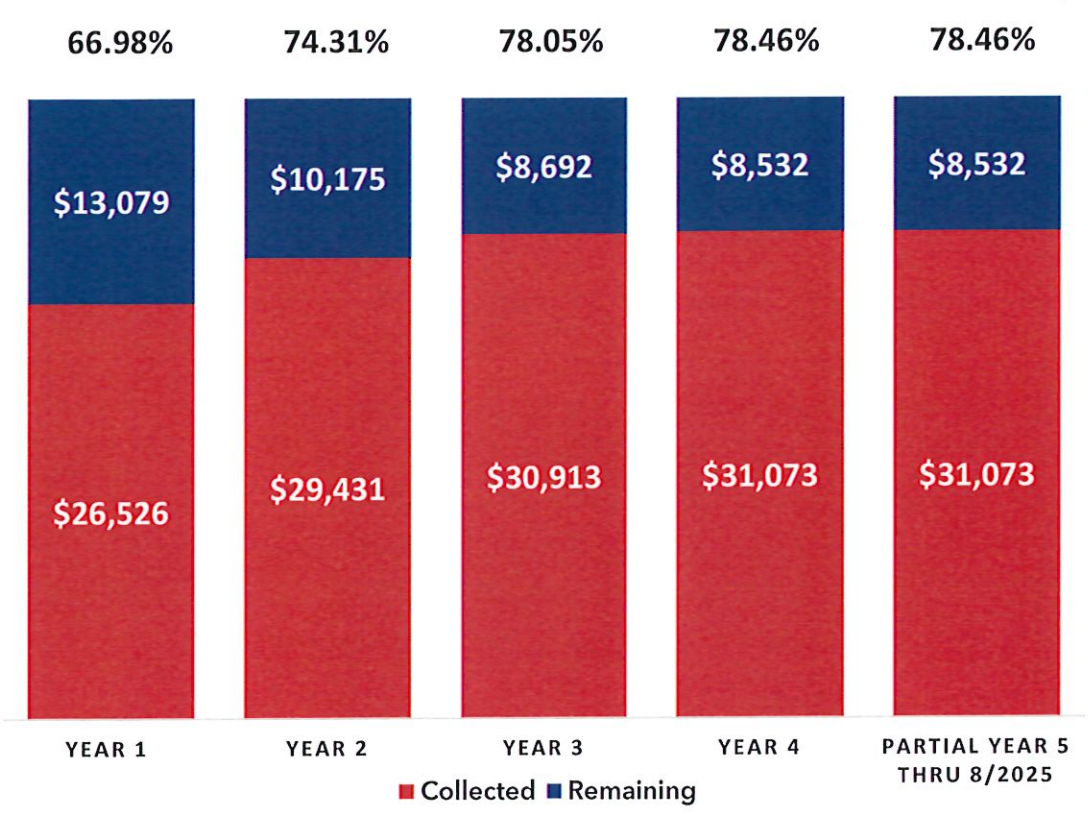
*As of 9/2/2025 - Total Base Tax: $113,373*



# 2020 PERCENTAGE OF COLLECTION

## FOR CITY OF SEALY

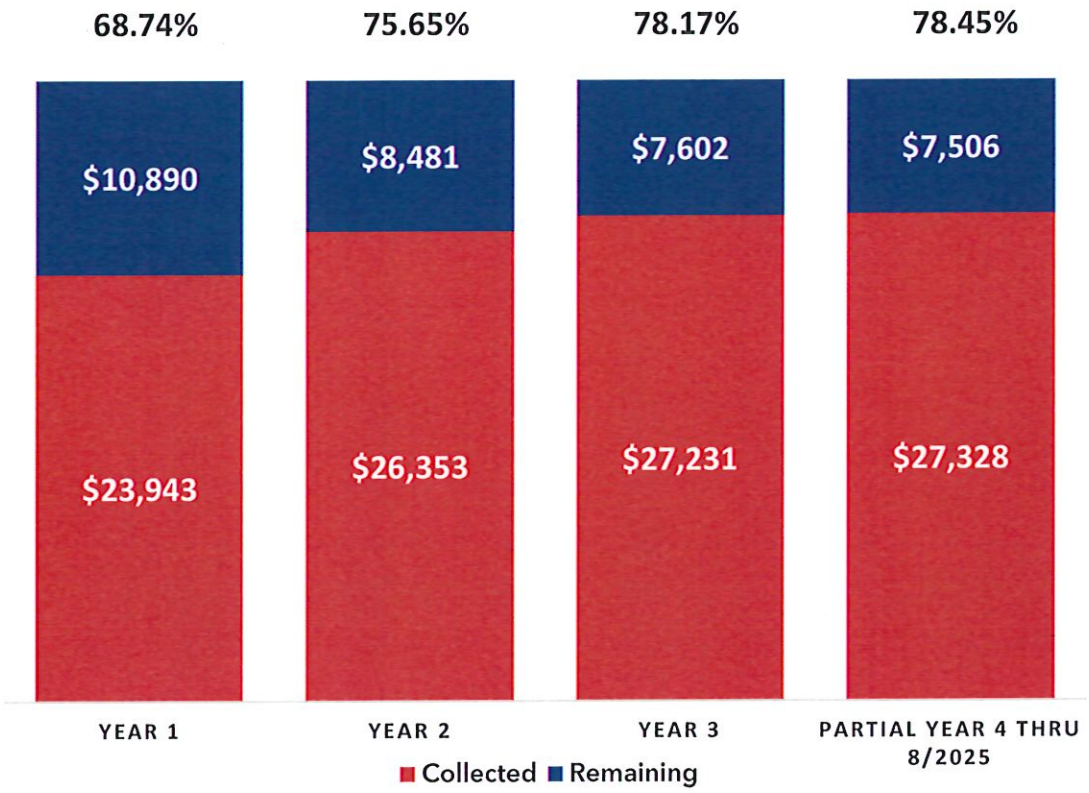
*As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax $39,605*



# 2021 PERCENTAGE OF COLLECTION

## FOR CITY OF SEALY

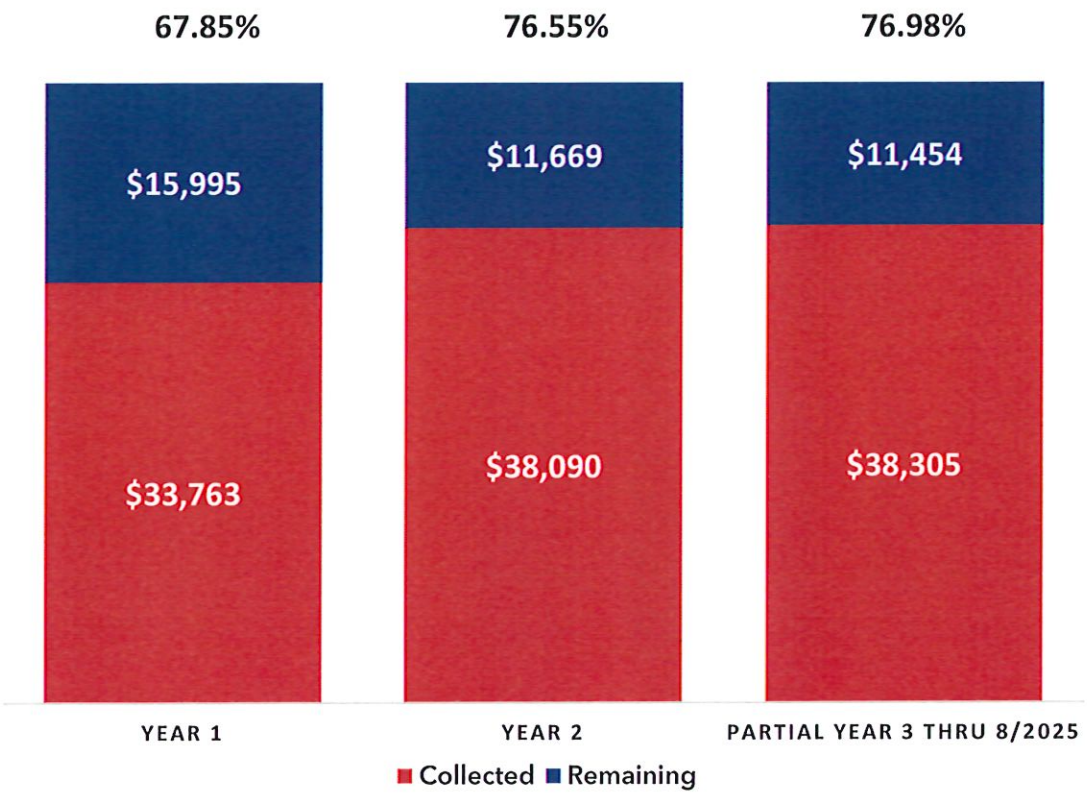
*As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax $34,833*



# 2022 PERCENTAGE OF COLLECTION

## FOR CITY OF SEALY

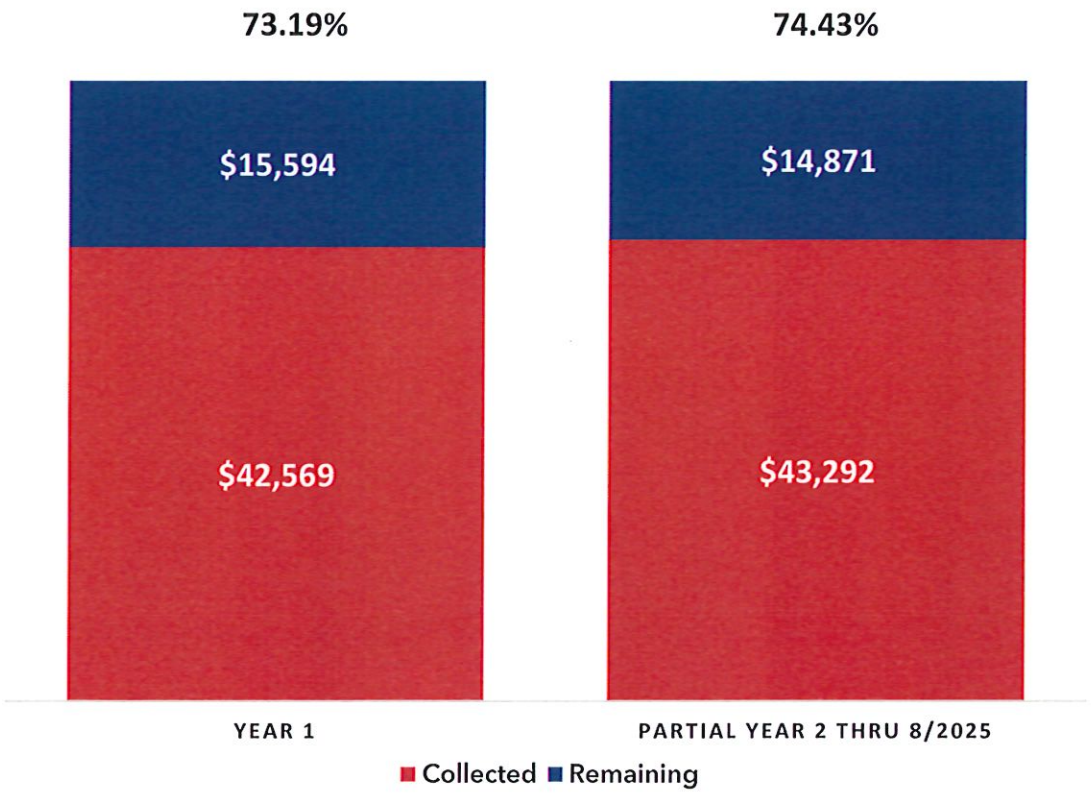
*As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax $49,758*



# 2023 PERCENTAGE OF COLLECTION

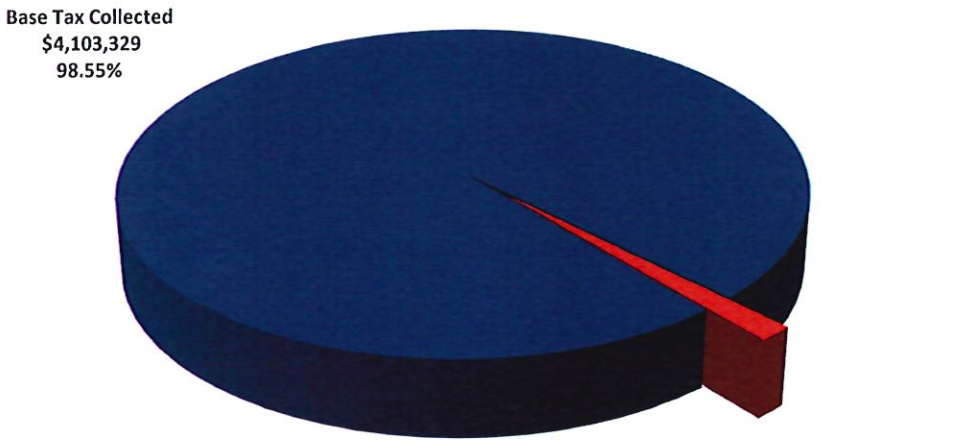
## FOR CITY OF SEALY

*As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax $58,163*



# 2024 Tax Year
# BASE TURNOVER CHART
## FOR CITY OF SEALY

*Total 2024 Levy: $4,163,813 *Amounts Provided by the Austin County Appraisal District*

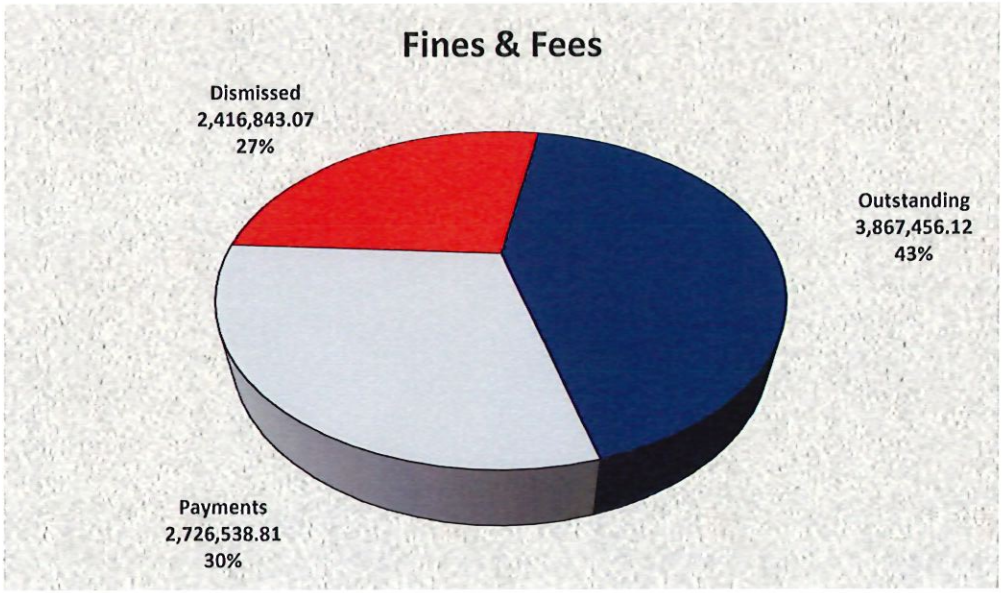



| Total Levy | Base Tax Collected as of June 30, 2025 | Base Tax Remaining as of June 30, 2025 |
|---|---|---|
| $4,163,813 | $4,103,329 | $60,485 |
| | 98.55% | 1.45% |

# FINE & FEE COLLECTION REPORT AS OF SEPTEMBER 2, 2025

## FOR THE CITY OF SEALY

| Total Turnover | | Payments and/or Partial Payments | | | Dismissed/Cleared | | | Total $ % cleared | Address Correction | Letters Mailed | Phone # Changes | Phone Contacts | Text Contacts |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| $ | # | $ | # | % of $ | $ | # | % of $ | | | | | | |
| 9,010,838.00 | 24,705 | 2,726,538.81 | 11,431 | 30.26% | 2,416,843.07 | 10,636 | 26.82% | 57.08% | 16,399 | 131,956 | 12,099 | 34,816 | 27,409 |



# TOP 10 ACCOUNTS BY ZIP CODE
## FOR THE CITY OF SEALY

1

77474 - $357990.22(335)

2

77423 - $96402.03(104)

3

77449 - $83300.24(87)

4

77418 - $53178.78(68)

5

77434 - $53496.40(53)

6

77471 - $38710.00(53)

7

77084 - $39220.83(47)

8

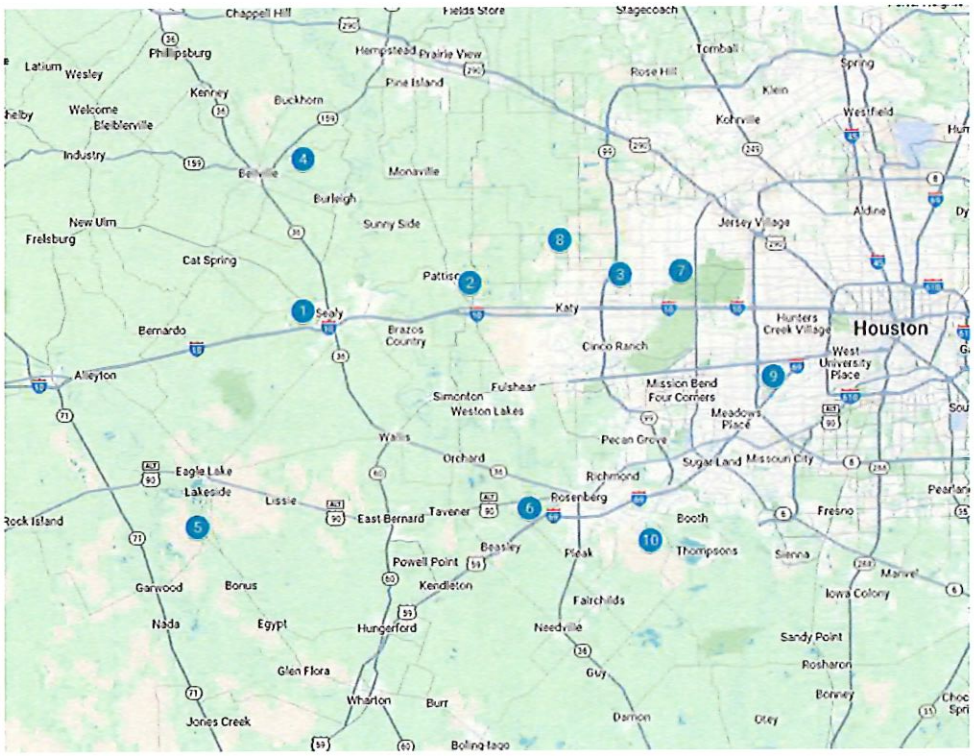
77493 - $40849.33(45)

9

77036 - $32961.04(38)

10

77469 - $24002.14(35)



# TOP 10 BAD ADDRESS ACCOUNTS BY ZIP CODE
## FOR THE CITY OF SEALY

1

77474 - $115048.37(110)

2

77036 - $11085.10(13)

3

77418 - $10603.06(13)

4

77423 - $11374.00(13)

5

77449 - $11494.06(13)

6

77055 - $9050.43(9)

7

77080 - $8002.80(9)

8

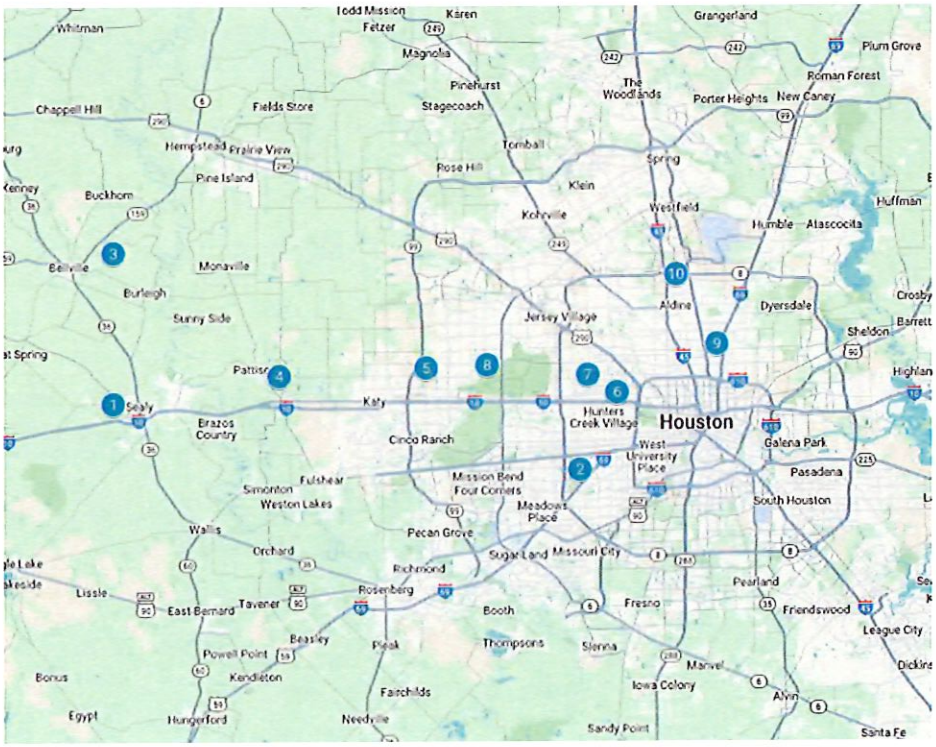
77084 - $9170.46(9)

9

77093 - $8820.50(9)

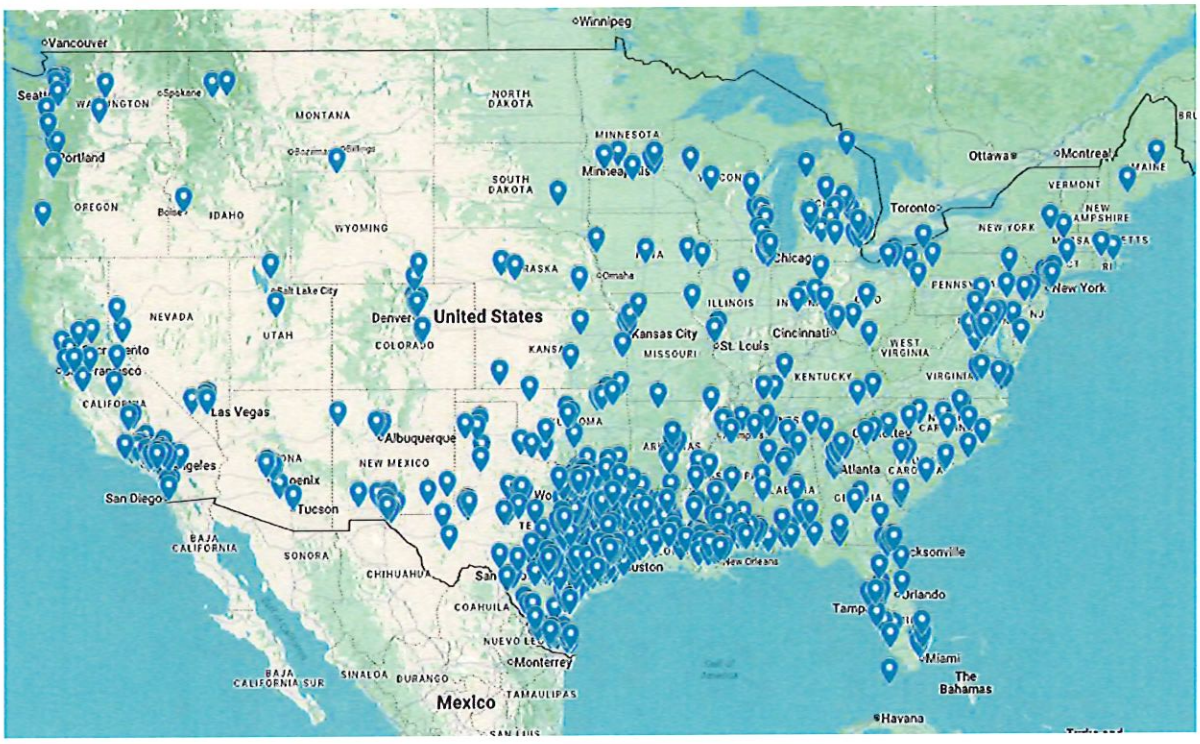
10

77060 - $8722.10(8)



# ALL ACCOUNTS
## FOR THE CITY OF SEALY

All items



Item #2

AGENDA ITEM NO:

Discussion and possible action regarding City-Wide Event Notification Form for the Boo Bash on Main.

SUBMITTED BY: Lesley Aguado, Admin. Asst., Parks/Streets
Partrick Parsons, Director of Public Works

MEETING DATE: September 16th , 2025

# STAFF REPORT

## DESCRIPTION

Discussion and possible action regarding City-Wide Event Notification Form for Boo Bash on Main on October 31st,2025.

## CITY-WIDE EVENT DETAIL SUMMARY

The Applicant provided the following event details in the City-Wide Event Notification form. At this time the applicant has not attended the required pre-event meeting with City Staff and has no submitted the site-map showing the sound amplification.

**Event Summary**

- Applicant: Tressa Alley with The Sealy News
- Non profit: No
- Using HOT Funds: No
- Event Description as stated on Event Notification Form: Boo Bash on Main will include music, food trucks (potentially if they sign up), haunted house, face painting, games, costume contest, and more. Local businesses sign up for booth spaces to host activities as well as provide candy or small toys to trick or treaters.
- Location: Downtown Sealy
- Date: October 31st, 2025
- Time:
    - Set up begins: 4pm
    - Event starts: 5pm
    - Event ends: 8pm
    - Clean up ends: 8:30pm
- Number of anticipated participants: 3,500
- Alcohol served, sold or advertised as BYOB: No
- Food: yes, possibly food trucks

- Inflatables or Other Carnival-Type Rides: Possibly a train ride and inflatables. Pending on vendor signups.
- Music: Yes
- Sound amplification: Yes
- Sanitation Plan: Sealy news staff will check all trash cans and empty, dispose of anything not taken by vendors. Verndors are also asked to clean up their areas and to take waste with them for disposal. Sealy News will clean up the streets and sidewalks prior to leaving the event.
- Parking: guest will use the free downtown paking.
- Insurance: Yes, will provide insurance 20-30 days prior to event
- City Street Closures: Yes
- TxDOT Road Closures: No

**City Resources Needed**

- Hall Rental: No
- Barricades for Street Closures: Yes
- Garbage Pick Up During/After Event: No
- Restrooms Refreshed/Restocked: No. Per the public works director port-a-potties are required for this event. However we have not received confirmation of whether these have been reserved.
- Health Inspection on Day of Event: Yes, if food trucks are present.
- Hwy. 36 Banner Installation: No
- City Streets Light Pole Banner Installation: No

**Proposed Permits/Fees Needed**

- Facility Rental: No
- Food Permit: Yes
- TABC Permit: No
- Hwy. 36 Banner Permit: No
- City Event Permit: Yes

**Proposed City Approvals Needed**

- Street Closures: Yes
- List of Nearby Business Approval: Yes
- Security: No, as long as the Sealy Police Department can set up by StateFarm (booth #9) .
- Temporary Suspension of Section 42-31 of the Sealy Code of Ordinances "Consumption of beverages or Food in Certain Public Spaces": Yes
- Temporary Suspension of Section 70-71 of the Sealy Code of Ordinances "Park Hours": No

## RECOMMENDATION

Staff recommends Council's approval of Boo Bash on Main.

# CITY OF SEALY

## City-Wide Event Notification Form

405 Main St., Sealy, Texas 77474 – (979) 885-3511
www.ci.sealy.tx.us

It is the City of Sealy's goal to enhance the quality of life and economic prosperity of the City of Sealy through supporting special events while balancing the needs of our residents and businesses affected by these events. The Parks and Recreation Dept. is responsible for ensuring events are carried out safely, thoroughly and properly.

The City of Sealy reserves the right to close or cancel an event in violation of any city ordinance or deviation from the permit application. The City of Sealy also reserves the right to close or cancel an event if public safety or an affected department deems the event unsafe for public participation. This form serves as a planning guideline and may not be inclusive of all city, county, state and federal access requirements. It is the applicant's responsibility to comply with all accessibility requirements applicable to this event.

Per the City-Wide Planning Guide, **this form MUST be submitted at least 90 days prior to the event**.

Date Received: 07/30/2025 Date of Event: 10/31/2025 # of Days Prior to Event: 95

### APPLICANT INFORMATION

Contact name Tressa Alley Contact Number 979-885-3562

Organization Sealy News Contact Email tressa.alley@granitemediapartners.com

Organization's Physical Address: 321 Faulkes St. Sealy, TX 77474

Organization's Mailing Address: PO Box 480 Sealy, TX 77474

Are you a registered nonprofit organization? ☐ Yes ☑ No (Please provide documentation.)

Will you be using Hotel Occupancy Tax funding? ☐ Yes ☑ No

### EVENT DESCRIPTION

Name of Event Boo Bash on Main

Description of Event (you can also attach maps, site plan, proposed advertisements, schedule, information about volunteers, etc. to this form):

music, food trucks (potentially if they sign up), haunted house, face painting, games, costume contests and more. Local businesses sign up for booth spaces to host activities as well as provide candy or small toys to trick or treaters

City-Wide Event Notification Form

## DATES AND LOCATIONS OF EVENT/ACTIVITIES

NOTE: If an event has several activities, please list each activity separately.

**Activity #1 – Name:** _____

☐ Run/Walk ☐ Cooking Activity ☐ Community Event ☐ Parade/Procession
☐ Bike Tour/Race ☑ Street Fair/Festival ☐ Circus/Carnival ☐ Outdoor Exhibit
☐ Other_____

Open to the Public? ☑ Yes ☐ No

Date(s) of Event October 31, 2025 Location(s) of Event Main St. + Fowlkes St.

Time Set Up Begins 4pm ; Time Event Starts 5pm ; Time Event Ends 8pm ;
Time Clean Up Ends 8:30pm

Number of Anticipated Event Participants (This needs to include vendors, performers, audience, customers, volunteers, security, attendees, etc.) 1500

**Activity #2 – Name:** _____

☐ Run/Walk ☐ Cooking Activity ☐ Community Event ☐ Parade/Procession
☐ Bike Tour/Race ☐ Street Fair/Festival ☐ Circus/Carnival ☐ Outdoor Exhibit
☐ Other_____

Open to the Public? ☐ Yes ☐ No

Date(s) of Event_____ Location(s) of Event_____

Time Set Up Begins_____; Time Event Starts_____; Time Event Ends_____;
Time Clean Up Ends_____

Number of Anticipated Event Participants (This needs to include vendors, performers, audience, customers, volunteers, security, attendees, etc.) _____

**Activity #3 – Name:** _____

☐ Run/Walk ☐ Cooking Activity ☐ Community Event ☐ Parade/Procession
☐ Bike Tour/Race ☐ Street Fair/Festival ☐ Circus/Carnival ☐ Outdoor Exhibit
☐ Other_____

Open to the Public? ☐ Yes ☐ No

Date(s) of Event_____ Location(s) of Event_____

Time Set Up Begins_____; Time Event Starts_____; Time Event Ends_____;
Time Clean Up Ends_____

Number of Anticipated Event Participants (This needs to include vendors, performers, audience, customers, volunteers, security, attendees, etc.) _____

City-Wide Event Notification Form

## FACILITY USE

Will you need use of City-Owned Facilities/Property
☑ Yes ☐ No
*Refer to the City-Wide Event Planning Guide regarding participant capacity at City-Owned Parks/Facilities*

City-Owned Facilities Which Require a Signed Rental Agreement:
☐ Liedertafel Hall ☐ *W. E. Hill Community Center
☐ *Mark A. Chapman Park Pavilion ☐ Abe & Irene Levine Park Pavilion

City-Owned Facilities Which Do Not Require a Signed Rental Agreement:
☐ Joe Scranton, Jr. Park ☐ Jacqueline A. Cryan Memorial Park ☐ Mark Frederick Memorial Park
☑ City Streets ☐ City Lots
☐ *Chapman Park Baseball Fields (events are scheduled through the Greater Sealy Little League)

**RE: Use of Sealy Cemetery Association "Soccer Fields":*
*Per the Lease Agreement between Sealy Cemetery Association and the City of Sealy, the use of the Cemetery's Fields shall be by the public and through the City for soccer related activities and other activities as approved by the City, including but not limited to cook-offs, festivals and the practice and play of soccer, soccer games, and soccer tournaments. The City will obtain, from those authorized by the City to use the Fields, proof of a liability insurance policy which will include the Association as an "additional insured" in the amount of at least one-million dollars. The City will provide to the Association proof of such coverage. During an event authorized by the City, should there be a funeral at the Sealy Cemetery, and the Association notifies the City in advance, and in the City's judgment, such event interferes with the funeral, the City will provide a police officer for traffic control to assist with the safe ingress and egress for those attending the funeral.*

## PARKING

What area(s) will you use for parking? free downtown parking (please provide map)
If planning to use city- or privately-owned property, do you have permission from the owner? ☐ Yes ☐ No

Ordinance 98-10, Sec. 70-72 does not allow the operation of any vehicle in any area except designated park roads, and no vehicle parking is allowed on grass and is limited to use of designated parking areas. No person may double park a vehicle upon any road or parkway unless directed to do so by a park official.

## ROAD CLOSURES OR STREET/PUBLIC SIDEWALK USE

City Street Closures ☑ Yes ☐ No State Road or Highway Closures? ☐ Yes ☐ No
(If yes to state road closures, you must contact the Sealy Chief of Police to submit an application for street closure approval from TxDOT)

Time city streets or state roads need to be closed: Begin Time 4pm.; End Time 8:30 pm
(Ideally, the begin time should be before the event starts to allow time for set up and the end time should be after the event closes to allow time for clean up.)

City street/state road closures also require:

City-Wide Event Notification Form

- Map with all closures clearly marked
- List of all nearby affected businesses that have approved or not approved the closures

Public Sidewalk Use: ☒ Yes ☐ No If yes, how do you plan to use the sidewalks? Walking

(Please provide map of layout.)

## SECURITY/ALCOHOL USE

All events that sell, serve or allow alcohol on site will need security provided by the Sealy Police Dept. If held on city-owned property (including streets and city sidewalks). This is billed at an hourly rate, while alcohol is on premises, and will vary depending on the number of people attending and layout as determined by the Chief of Police.

The Texas Alcoholic Beverage Commission issues temporary permits in two scenarios:

- Retail permittees may be eligible to get a temporary permit to sell or serve alcoholic beverages at an event taking place at a location separate from their TABC-licensed premises.
- Certain nonprofits may be eligible to get a temporary permit to sell or serve alcoholic beverages at a special event not being held on TABC-licensed premises.
- You can't get a temporary permit to sell alcoholic beverages if you don't hold a TABC retailer permit or represent a nonprofit. Glass containers are strictly prohibited.

**CAN I GIVE AWAY FREE ALCOHOLIC BEVERAGES WITHOUT HOLDING A TABC PERMIT:**
Yes. It is legal to provide free alcoholic beverages without a permit. But to be truly "free," the beverage must be available to any adult who walks in the door and requests it. If it's only for paying customers, the assumption is that the cost of the alcohol is included in the price of the service. This constitutes a sale of alcoholic beverages, and you would need a TABC permit. When you provide the alcoholic beverage, there can't be any expectation of receiving money. You can't ask for a donation or tip. You will need a permit if the drinks will only be available to paying guests.

A couple examples of "free" include:

- A wedding reception with free drinks.
- A boutique that serves free wine while you shop, even if you don't buy anything.

A few examples of "not free" include:

- A nail salon with a "free" drink when you pay for a manicure.
- If you buy tickets to attend a charity ball and they serve "free" drinks.
- If a tip jar sits next to a keg of beer expecting "donations."

## RAFFLES

**WHO MAY CONDUCT RAFFLES IN TEXAS:**

Only a qualified religious society that has been in existence in Texas for at least 10 years; a qualified volunteer fire department that operates firefighting equipment, provides fire-fighting services and that does not pay its members other than nominal compensation; a qualified volunteer emergency medical service that does not pay its members other than nominal compensation; or a qualified 501(c) tax-exempt, nonprofit organization that has been in existence for at least three years may hold raffles in Texas. Individuals and for-profit businesses may not hold raffles.

Events that are open to the public, selling or serving alcohol and are on private property MAY be required to hire security at the discretion of the private venue's rental contract.

Are you (or any of your vendors) serving alcohol? ☐ Yes ☑ No
Are you (or any of your vendors) selling alcohol? ☐ Yes ☑ No
Is alcohol allowed at the event, including BYOB (i.e. Bring Your Own Beverage)? ☐ Yes ☑ No
Are you charging an entry fee or selling tickets to the event? ☐ Yes ☑ No

**EVENTS WITH AUCTIONS ONLY: (No Alcoholic Beverage Sales)**

If a nonprofit plans to conduct an auction of alcoholic beverages and **will not be selling alcoholic beverages at the temporary event**, the nonprofit only needs to submit a completed Nonprofit Entity Temporary Event Auctions form (obtained from TABC). This form serves as a file-and-use notification and does not require approval from TABC before you can hold your auction. There are no filing fees.

**NOTE:** Section 42-31 (Consumption of Beverages or Food in Certain Public Places) of the Sealy City Code states:

a) *Prohibited areas of consumption.*
   1) It shall be unlawful for any person to consume beverages or food on the streets, alleys, sidewalks, and parking areas in the area described in subsection (a)(2).
   2) The prohibited area is that area the perimeter of which is the northern right-of-way boundary of First Street, the eastern right-of-way boundary of Front Street and the southern right-of-way boundary of Fourth Street, the western right-of-way boundary of Meyer Street, the northern right-of-way boundary of Main Street, the western right-of-way boundary of the alley in block 43, the southern right-of-way boundary of Second Street and the western right-of-way boundary of Meyer Street, as more particularly shown on Exhibit "A" attached to Ordinance No. 83-8 and incorporated in this section.

## FOOD

If selling/serving food and/or beverages to the public, Applicant must coordinate through the City's Health Inspector to obtain necessary permits and information on proper health procedures. "For profit" organizations may only serve or sell food from a food truck, trailer, or tent and must have a food permit from the City. A temporary permit is good for 14 days. If you are a nonprofit, you are exempt from needing a permit; however, you still must abide by the food preparation and sanitation laws outlined in the "Texas Food Establishment Rules" as stated in the Texas Administrative Code Title 25, Part 1, Chapter 228.

City-Wide Event Notification Form

Certain food items fall under the Texas Cottage Food Law and are legal to sell or serve. To find out more information about what is required, go to www.texascottagefoodlaw.com.

Deep-frying is ***only*** allowed if contained within a Food Truck.

Will you have food trucks? ☑ Yes ☐ No (please provide a list of food trucks and their contact information) possibly

Do you have any vendors with nonprofit status selling or serving food? ☐ Yes ☑ No

If yes, please describe the type of food they will be serving or selling_____

City-Wide Event Notification Form

| | For Profit<br>Food Truck: | For Profit<br>Selling Food in a Tent: | Non-Profit<br>Food Sales: | Restaurants<br>Selling Food<br>As a Vendor<br>In a Food Truck or Tent: |
|---|---|---|---|---|
| Permit Requirement: | Annual or Temporary Permit must be in a plastic sleeve and posted where it can be seen by public with the exception below | Annual or Temporary<br>Permit must be in a plastic sleeve and posted where it can be seen by public | N/A | Temporary Permit must be in a plastic sleeve and posted where it can be seen by public |
| *Selling ONLY Pre-Packaged Food that is not made in someone's personal kitchen* | *No permit is required* | *No permit is required* | N/A | *No permit is required* |
| Food Handlers/Managers Certificate | Required | Required | N/A | Required |
| Food Truck<br>or Trailer<br>Inspection Requirement: | Must be inspected before any event | N/A | If the Non-Profit is selling food from a Food Truck the Food Truck must be inspected before any event | If the Restaurant is selling food from a Food Truck the Food Truck must be inspected before any event |
| Additional Sanitation/Safety Requirements: | Must provide a sub floor (i.e. plywood, plastic sheeting, etc.) or be on asphalt or concrete if preparing non-deep fried food outside of the food truck. Deep frying is not allowed in a tent or anywhere except when contained in a food truck. | Must provide a sub floor (i.e. plywood, plastic sheeting, etc.) or be on asphalt or concrete if preparing non-deep fried food outside of the food truck. Deep frying is not allowed in a tent or anywhere except when contained in a food truck. | Must provide a sub floor (i.e. plywood, plastic sheeting, etc.) or be on asphalt or concrete if preparing non-deep fried food outside of the food truck. Deep frying is not allowed in a tent or anywhere except when contained in a food truck. | Must provide a sub floor (i.e. plywood, plastic sheeting, etc.) or be on asphalt or concrete if preparing non-deep fried food outside of the food truck. Deep frying is not allowed in a tent or anywhere except when contained in a food truck. |
| If Cooking Food On-Site: | * 3 sink sanitary station<br>* Preparing station<br>*Cooking station<br>*Coolers for food<br>*Warmers for hot food<br>*and any other sanitary requirement* | * 3 sink sanitary station<br>* Preparing station<br>*Cooking station<br>*Coolers for food<br>*Warmers for hot food<br>*and any other sanitary requirement* | *3 sink sanitary station<br>*Preparing station<br>*Cooking station<br>*Coolers for food<br>*Warmers for hot food *and any other sanitary requirement* | * 3 sink sanitary station<br>* Preparing station<br>*Cooking station<br>*Coolers for food<br>*Warmers for hot food<br>*and any other sanitary requirement* |
| Selling Baked Goods from Someone's Kitchen | Food must be labeled that it was prepared in a private kitchen, noting what the food is, and the time and date it was prepared | Food must be labeled that it was prepared in a private kitchen, noting what the food is, and the time and date it was prepared | Food must be labeled that it was prepared in a private kitchen, noting what the food is, and the time and date it was prepared | Food must be labeled that it was prepared in a private kitchen, noting what the food is, and the time and date it was prepared |

City-Wide Event Notification Form

## INSURANCE

City-wide events held on City property or using City resources will need insurance if they meet one or more of the listed criteria:

- Will be selling, serving, or allowing alcohol (including BYOB)
- Anticipates 151+ attendees to include vendors, performers, audience, customers, volunteers, security, attendees, etc.
- It has activities with inherent risk factors (games, carnival/amusement rides, etc.)

Coverage must be maintained for the duration of the event, including set up and tear down dates. The applicant must obtain commercial general liability insurance that names the City and any other entities impacted by this event as an "ADDITIONAL INSURED."

CERTIFICATES OF INSURANCE MUST REFLECT:

- **Commercial General Liability with Limits of**
  - $1 million per occurrence
  - $2 million general aggregate
- **Automobile Liability** (if a vehicle is involved)
  - $1 million (combined single limits or equivalent)
- **Workers' Compensation with limits of**
  - $1 million (required if the insured has paid employees)

CERTIFICATE HOLDER MUST REFLECT:

The City of Sealy
415 Main St.
P.O. Box 517
Sealy, TX 77474

The City will need a copy of the Certificate of Insurance with endorsements two weeks before the event start date.

**RE: Use of Sealy Cemetery Association "Soccer Fields":*
*Per the Lease Agreement between Sealy Cemetery Association and the City of Sealy, the use of the Cemetery's Fields shall be by the public and through the City for soccer related activities and other activities as approved by the City, including but not limited to cook-offs, festivals and the practice and play of soccer, soccer games, and soccer tournaments. The City will obtain, from those authorized by the City to use the Fields, proof of a liability insurance policy which will include the Association as an "additional insured" in the amount of at least one-million dollars. The City will provide to the Association proof of such coverage. During an event authorized by the City, should there be a funeral at the Sealy Cemetery, and the Association notifies the City in advance, and in the City's judgment, such event interferes with the funeral, the City will provide a police officer for traffic control to assist with the safe ingress and egress for those attending the funeral.*

For events with activities such as games, carnival/amusement rides, inflatables, etc., please see "Insurance Requirements" in the City-Wide Event Planning Guide.

City-Wide Event Notification Form

## ENTERTAINMENT AND RELATED ACTIVITIES

Will you have inflatables or any carnival-type activities or rides at the event? ☐ Yes ☐ No (see the City-Wide Event Planning Guide for definitions and more information) Unknown at this time

Note: Activities that include water are strictly prohibited and bounce houses must be secured with sand bags – no stakes are allowed.

**Wild or Exotic Animals**

The City Code of Ordinances describes the regulations for keeping of wild of exotic animals prohibited, or exceptions – Sec. 10-47.

It shall be unlawful for any person to possess, keep, permit, suffer, cause or allow any wild or exotic animal upon or within any premises within the city unless that person is a wildlife rehabilitator who is certified through the state parks and wildlife commission to legally rehabilitate wildlife. This section shall not be construed to apply to zoological parks.

Please list each activity/ride: businesses/vendors haven't signed up yet
There have been inflatables and train ride in the past, but unknown whether they will sign up this year

Will sound amplification be used at the event? ☐ Yes ☑ No

**NOTE:** Section 42-115c (Noise and Sound Level Regulation) of the Sealy City Code states:
No person shall make any loud noise or operate a sound amplifier so as to be clearly audible to any occupant of a neighboring property at any point on the boundary line separating the two properties at a level higher than 65 dBA during the day (from 7:00 a.m. to 10:00 p.m.) or 55 dBA during the night (from 10:00 p.m. to 7:00 a.m.).

Type and Number of Sound Amplification Used_____
Location (on map) of Sound Amplification Used_____
Number of Stages_____
Number of Performers/Bands_____
Performer(s)/Band Name & Music Type_____
Performance Date(s)
Date_____; Start Time_____; End Time_____; Stage Location_____
Date_____; Start Time_____; End Time_____; Stage Location_____
Date_____; Start Time_____; End Time_____; Stage Location_____

City-Wide Event Notification Form

## SANITATION

***REQUIRED*** The applicant is responsible for proper disposal of waste and garbage throughout the term of the event. Garbage must be removed from the event site. Please explain your plan for ensuring all garbage receptacles are emptied and waste taken off site and are properly disposed.

Sealy News staff will check all trash cans + empty + dispose of anything not taken by vendors. Vendors are also asked to clean up their areas + take waste with them for disposal. Sealy News staff will clean up streets + sidewalks prior to leaving.

## SIGNAGE/BANNERS

City of Sealy Requirements (for signage on private or public property within the City limits):
According to City Code 80-10, event signs may be placed only on private property and only with the consent of the owner of the property. If placed on the City's property, including all city parks, you will need the consent of the City. Such signs may not exceed 50 sq. ft. and may be erected no more than 30 days prior to the event and must be removed within seven days after the event. These signs are also subject to the requirement of City Code 80-20 – event signs must be approved by either the Building Official or City Council as a community service of interest to the general public.

Will you be placing any signs on public or private property within the city limits or extraterritorial jurisdiction? ☐ Yes ☐ No
If so, please submit a photo or drawing of this sign for approval.

State of Texas Requirements (for signage on state highways):
Under the provisions of Texas Administrative Code, Title 43, Rule §22.15, you may receive authorization for the temporary placement and maintenance of a sign on a state highway for special events. Application for these signs should be made on Form 2057 "Application for Use of State of Texas Right of Way for Temporary Signs for Special Events." This is for placement of both surface mounted signs and banners. You may access this application online at www.txdot.gov/business/right-of-way/right-of-way-forms.html.

**You must give the City a copy of this approval at least 5 days before placement of your signs/banners.**
Will you be placing any signs or banners on or across State of Texas highways? ☐ Yes ☐ No
If yes, a $50 banner fee will apply per event per banner location.

## NON-ACCEPTANCE OF EVENT

City Council has the right to refuse the use of any city-owned facility or property at its discretion. Such circumstances may include, but not be limited to:

- Inadequate information or lead time to for the City to assess the City-Wide Event Notification Form
- Concerns that the Applicant does not have the adequate resources to safely manage the event
- Conflicts with other events already planned for the area

## PERMITS REQUIRED

- ☐ TABC (A permit is required if alcohol is sold. A permit is also required if alcohol is served and an entry fee to the event is charged. If only serving (without an entry fee) or allowing guests to bring their own, a TABC permit is not required. Please provide a map of the event and indicate the exact areas where alcohol is being sold. **A copy of this permit MUST be given to the City at least 5 days prior to your event.**)
- ☐ TABC (A permit may be required if alcohol is given away, or sold as a fundraiser. Refer to Page 4 of this form).
- ☐ TABC (A permit may be required if a nonprofit plans to conduct an auction of alcoholic beverages and **will not be selling alcoholic beverages at the temporary event.** Nonprofit Entity Temporary Event Auctions form may be required. Refer to Page 5 of this form.
- ☐ Health Inspection/Food Permit (No food that needs to stay at a particular temperature can be sold unless by a food truck. Pre-packaged foods that can stay at room temperature do not need a health inspection/food permit.)
- ☐ Signage/Banner TxDOT Approval Letter (If the event is open to the public and a sign or banner is to be placed on a state highway.)
- ☐ Banner Fee ($50 per location per event)
- ☐ Fireworks Permit ($45. The Sealy Fire Marshal will inspect location and approve/disapprove the application.)
- ☑ City Event Permit (A permit is required if the event requires the use of city employees/facilities and is based on the number of participants, to include vendors, entertainment, audience, customers, etc.)
  - ☐ 150 or less participants ($100/day)
  - ☐ 151-500 participants ($250/day/per facility)
  - ☑ 501+ participants ($500/day per facility)
  - ☐ N/A (Not requiring the use of city employees or facilities)

City-Wide Event Notification Form

**TERMS & CONDITIONS FOR EVENTS USING A CITY-OWNED FACILITY OR A CITY EMPLOYEE'S SERVICES ONLY**

Lessee's Responsibilities:

- The Lessee agrees to sign a contract for each city-owned facility used and pay the rental and deposit fees, if applicable.
- The Lessee agrees to abide by the general housekeeping rules as outlined in the facility contract.
- The Lessee is responsible for any damages to city property.
- The Lessee is responsible for acquiring any permits needed for the event.
- The Lessee is responsible for providing maps indicating city/state road closures and/or locations where alcohol is being served.
- The Lessee is responsible for providing insurance for the event, if required.
- For events with city street/state road closures, the Lessee is responsible for providing a list of nearby businesses approving of the closures.

Tressa Alley 7.29.25

Signature Date

Tressa Alley

Print Name

**AUTHORIZATION/HOLD HARMLESS CLAUSE**

Applicant/organization shall assume all risks incident to or in connection with the approved activity and shall be solely responsible for damage or injury, of whatever kind or nature, to person or property, directly or indirectly arising out of or in connection with the approved activity or the conduct of applicant's operation. Applicant hereby expressly agrees to defend, indemnify, save and hold harmless the City, its officers, officials, agents, employees and representatives from any and all claims, suits, losses, damages, death, injuries or property damage arising directly or indirectly out of or in connection with the event or conduct of its operation, act or omission, or resulting from the negligence or willful misconduct or omissions of applicant or its officers, agents, representatives and employees.

Furthermore, by signing this Application, applicant hereby agrees to waive any and all claims that applicant may have against the City, its officers, officials, agents, employees, and representatives arising out of or in connection with the event or revocation or cancellation of an event.

By signing below, I hold the City of Sealy harmless, as stated above, and attest that all the information provided on this form is true and correct.

Tressa Alley 7.29.25

Signature Date

Tressa Alley

Print Name

**ABOVE TWO SIGNATURES WITNESSED BY:**

Royce Caldwell / Area Marketing Rep

Printed Name and Title Signature

Approved 5/21/2024_ALWAYS REFER TO THE LATEST VERSION OF THIS DOCUMENT LOCATED ON THE CITY'S WEBSITE

City-Wide Event Notification Form

**OFFICE USE ONLY**

Received by:

Lesley Aguado — 07/30/2025

Signature — Date

This event requires:

**AMOUNT(S) DUE:**

☐ Yes ☑ N/A $_____ Rental Contract(s) (Paid $_____ on _____)

☑ Yes ☐ N/A $_____ Health Inspection/Food Permit If food trucks sign up

☐ Yes ☑ N/A $ N/A TABC Permit (Date Copy Received: _____)

☐ Yes ☑ N/A $ N/A TABC Nonprofit Entity Temporary Event Auctions form

☐ Yes ☑ N/A $ N/A State Road Closures (Chief of Police Contacted by Event Coordinator? ☐ Yes ☐ No)

☑ Yes ☐ N/A $ N/A List of Nearby Business Approvals

☐ Yes ☑ N/A $ N/A Signage/Banner Permit from TxDOT (Date Copy Received: _____)

☐ Yes ☑ N/A $_____ Banner Fee (Paid $_____ on _____)

☑ Yes ☐ N/A $ N/A City Street Closures

☑ Yes ☐ N/A $ 500 City Event Permit (Paid $_____ on _____)

☐ Yes ☐ N/A $ N/A Sealy City Council Approval (Date Approved: _____)

☐ Yes ☐ N/A $ N/A Insurance Liability Coverage

☐ Yes ☑ N/A $_____ City Fireworks Permit (Paid $_____ on _____)

(Fire Marshal approval received on _____)

☑ Yes ☐ N/A Approval to Temporarily Suspend Section 42-31(a) of the Sealy Code of Ordinances (Consumption of beverages or food in certain public places)

☐ Yes ☑ N/A Approval to Suspend Section 70-71 of the Sealy Code of Ordinances (Park Hours)

**SUBTOTAL OF NON-REFUNDABLE FEES TO CITY OF SEALY: $_____**
*(Excludes Security Fees)*

☐ Yes ☐ N/A **TOTAL DEPOSIT DUE FOR FACILITY RENTAL: $_____**

(Paid $_____ on _____)

☐ Yes ☐ N/A **TOTAL DEPOSIT DUE FOR CITY-WIDE EVENT PER CITY COUNCIL APPROVAL** *(If applicable)*
$_____

*Monies collected by the City of Sealy will be deposited and any eligible refundable deposit balance will be refunded by the City of Sealy post-event*

☐ Yes ☐ N/A **SEPARATE SECURITY FEE TO BE PAID:**

$_____ Security (SPD contacted by Event Coordinator? ☐ Yes ☐ No)

## Lesley Aguado

**From:** Jay Reeves
**Sent:** Tuesday, August 5, 2025 11:38 AM
**To:** Lesley Aguado
**Subject:** RE: Boo Bash 2025
**Attachments:** 20250805115112007.pdf

Here you go

**From:** Lesley Aguado <laguado@ci.sealy.tx.us>
**Sent:** Tuesday, August 5, 2025 10:21 AM
**To:** Jay Reeves <jreeves@ci.sealy.tx.us>; Russell Grimes <rgrimes@ci.sealy.tx.us>
**Cc:** Patrick Parsons <pparsons@ci.sealy.tx.us>
**Subject:** Boo Bash 2025

Good morning Chief,

Please review the event notification form for Boo Bash 2025. Kimbra would like to push this event to go to council on August 18th.
If everything checks out with you, please fill out and sign the second to last page. Let me know if you have any questions.

Thank you,

**LESLEY AGUADO**
Public Works Administrative Assistant
(979) 627-6117
(979) 398-1416
405 Main Street • PO Box 517 • Sealy, TX 77474
laguado@ci.sealy.tx.us
www.ci.sealy.tx.us

City-Wide Event Notification Form

**FOR ROAD/STREET CLOSURES AND/OR ALCOHOL SALES ONLY**

Chief of Police Signature

08/05/2025
Date

City Street Closures: ☐ Approved ☐ Denied ☐ N/A
State Road Closures: ☐ Approved ☐ Denied ☐ N/A
TABC Permit (Alcohol Sales): ☐ Approved ☐ Denied ☒ N/A
Security Required by SPD? ☐ Yes ☐ No

If yes, the start time for security needs to be _____ and the end time needs to be _____

Seely News

Volunteers

| NO. | ~~BUSINESS~~ NAME | FIRST NAME | LAST NAME | APPROVAL | DISAPPROVAL |
|---|---|---|---|---|---|
| 16 | Tressa Alley | -Set-up / clean up | | | |
| 17 | Virginia Ciapi | - Set-up, pass out candy | | | |
| 18 | Lydia Telfo | -Set-up / clean up | | | |
| 19 | John Alley | -Set-up / clean up | | | |
| 20 | | | | | |
| 21 | | | | | |
| 22 | | | | | |
| 23 | | | | | |
| 24 | | | | | |
| 25 | | | | | |
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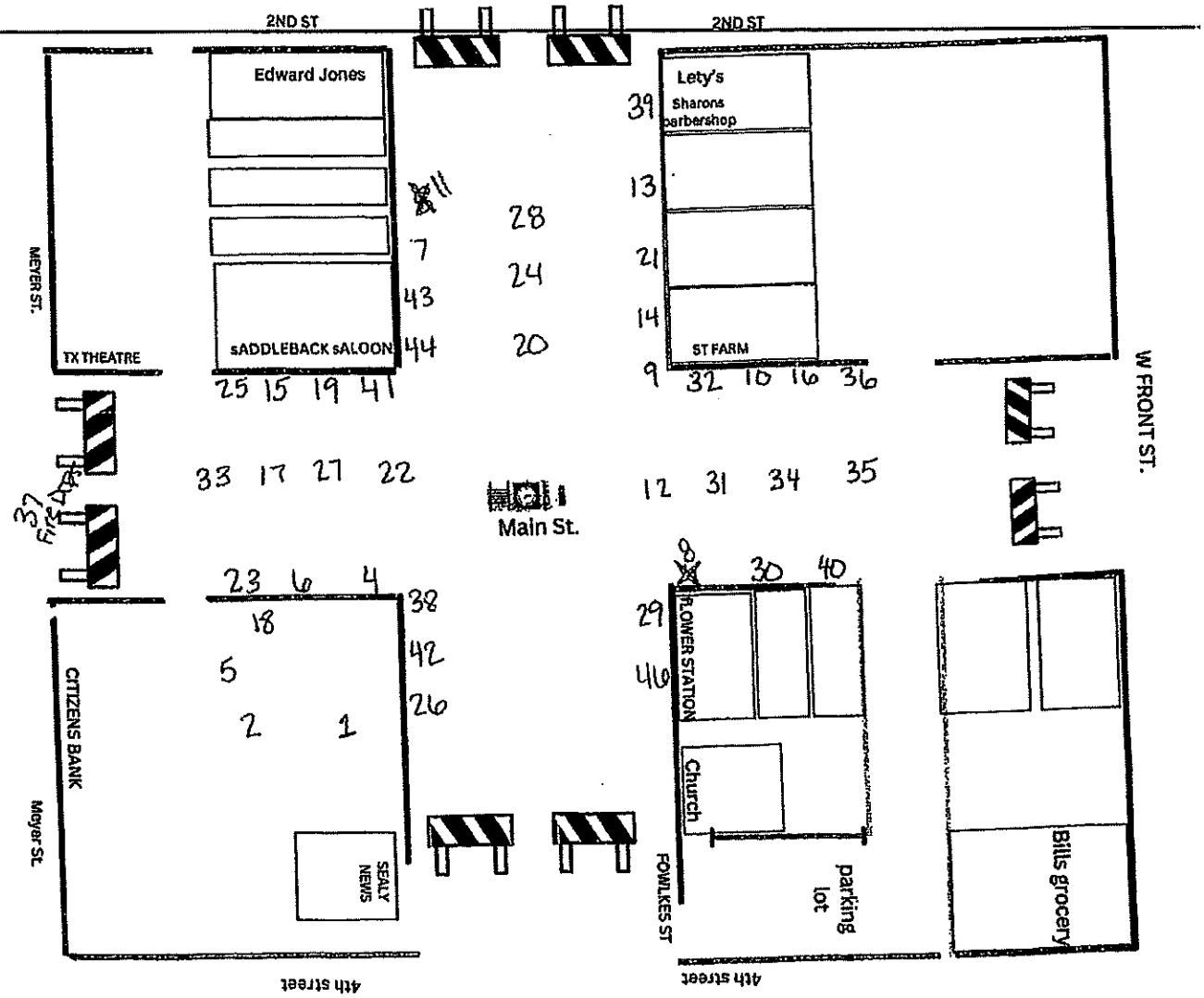
| 28 | | | | | |
| 29 | | | | | |
| 30 | | | | | |


2ND ST
2ND ST
Edward Jones
Lety's
Sharons
barbershop
39
13
21
14
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32
10
16
36
28
24
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11
7
43
44
25
15
19
41
MEYER ST.
TX THEATRE
sADDLEBACK sALOON
ST FARM
W FRONT ST.
33
17
27
22
12
31
34
35
37
Main St.
23
6
4
18
5
2
1
38
42
26
30
40
29
46
CITIZENS BANK
Meyer St.
SEALY NEWS
FLOWER STATION
Church
parking lot
FOWLKES ST
Bills grocery
4th Street
4th Street

2014

# BOO BASH ON MAIN

| NO. | BUSINESS NAME | FIRST NAME | LAST NAME | APPROVAL | DISAPPROVAL |
|---|---|---|---|---|---|
| 1 | Bliss | Ann | Reay | ✓ | |
| 2 | Salon | Angela | Lebsetter | ✓ | |
| 3 | K Nails | Kathy | Nguyen | ✓ | |
| 4 | Dr. Charles Cleveland DDS | Christie | Walker | ✓ | |
| 5 | Botts Title | Brenda | Kachwac | ✓ | |
| 6 | Sealy Hair Salon | Rocio | Vazquez | ✓ | |
| 7 | State Farm | Virginia | Gilbert | ✓ | |
| 8 | Images | BJ West/Ray | Israel | ✓ | |
| 9 | Sharon's | Sharon | Golightly | ✓ | |
| 10 | Red Dawn Trading Post | Dawn M. | Blunck | ✓ | |
| 11 | Kathy's Salon | Lady | Bearce | ✓ | |
| 12 | Yamilay Perez | Yamilay | Perez Jucys | ✓ | |
| 13 | STX Insurance Services | Jessica | Saucedo | ✓ | |
| 14 | The Wooden Spool | Jennifer | Arguijo | ✓ | |
| 15 | Saddleback Saloon | | | ✓ | |

| ORGANIZATION | TIME | EVENT DATE | LOCATION |
|---|---|---|---|
| Sealy News/Boo Bash on Main | 4pm-8:30pm | Oct. 31, 2025 | Main St. & Fowlkes St. |

**Boo Bash and Ghost Tour**

Friday, October 31st, 2025 (5pm to 8pm)

&

Saturday, November 1st , 2025 (7pm to 11:30pm)

Signatures from local business who approve the street closers in the downtown area for Boo Bash and the Ghost Tour.

| Business | Owner/ Manager | Phone # | Email | Signature |
|---|---|---|---|---|
| Wolfpack | Dawnell | 281.900.5377 | wptcatering@gmail.com | |
| Botts | Dorri Muñoz | 979 627 3535 | dorrim@bottstitle.com | |
| Nails | Kathy Nguyen | 713 894 6168 | | |
| The Salon | Erin Krampitz | 979-885-4505 | WSkylar108@gmail.com | |
| Sealy nail salon | Paola V. | 9794721853 | Sealyhair salon 13@yahoo.com | |
| State Farm | Misti King | 979 885 7497 | misti.king.jdlcz@statefarm.com | |
| Wilson Engrg. | Lisa Wilson | 979 885 3344 | lisahwilson47@gmail.com | |
| Deti's Salon | detigia Becerra | 979 (601-7927 | lbecerra@aol.com | |
| SHARON BARBER | [illegible] | 713 3609805 | GSGOLIGHTLY@ICloud.com | |
| Jessica Saucedo | STX Insurance Services | 979-627-6727 | jessica@stxinsservices.com | |

| Business | Owner/ Manager | Phone # | Email | Signature |
|---|---|---|---|---|
| The Wooden Spool | Jennifer Arguijo | 919 627 9123 | | Jennifer Arguijo |
| CSB | | 919 885 3571 | rhoward@csbsealy.com | |
| Bridge on Main | Ann Reay | 919-885-1610 | | |
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# Exhibit E: Post City-Wide Event Report Checklist

Report Date: 11/01/2024

Event Name: Boo Bash 2024 Event Date: 10/31/2024

Contact Name: Carrie Waid Contact Phone: (979) 885-3562

Contact Email: Carrie.Waid@sealynews.com City Facility: Downtown Sealy

Date event area was inspected: 10/31/24 Name of Inspector: Lesley & Stephen

1. Was event area left clean and orderly? ☑Yes ☐No

   If no, explain_____

   Estimated cost to City $_____

2. Did the event result in any damages? ☐Yes ☑No

   If yes, explain_____

   Estimated cost to City $_____

3. Did the event use City equipment that needs to be retrieved? ☑Yes ☐No

   If so, what equipment (select all that apply):

   ☑Garbage cans ☑Road barricades/signs ☐Traffic cones/delineators ☒Arrow board

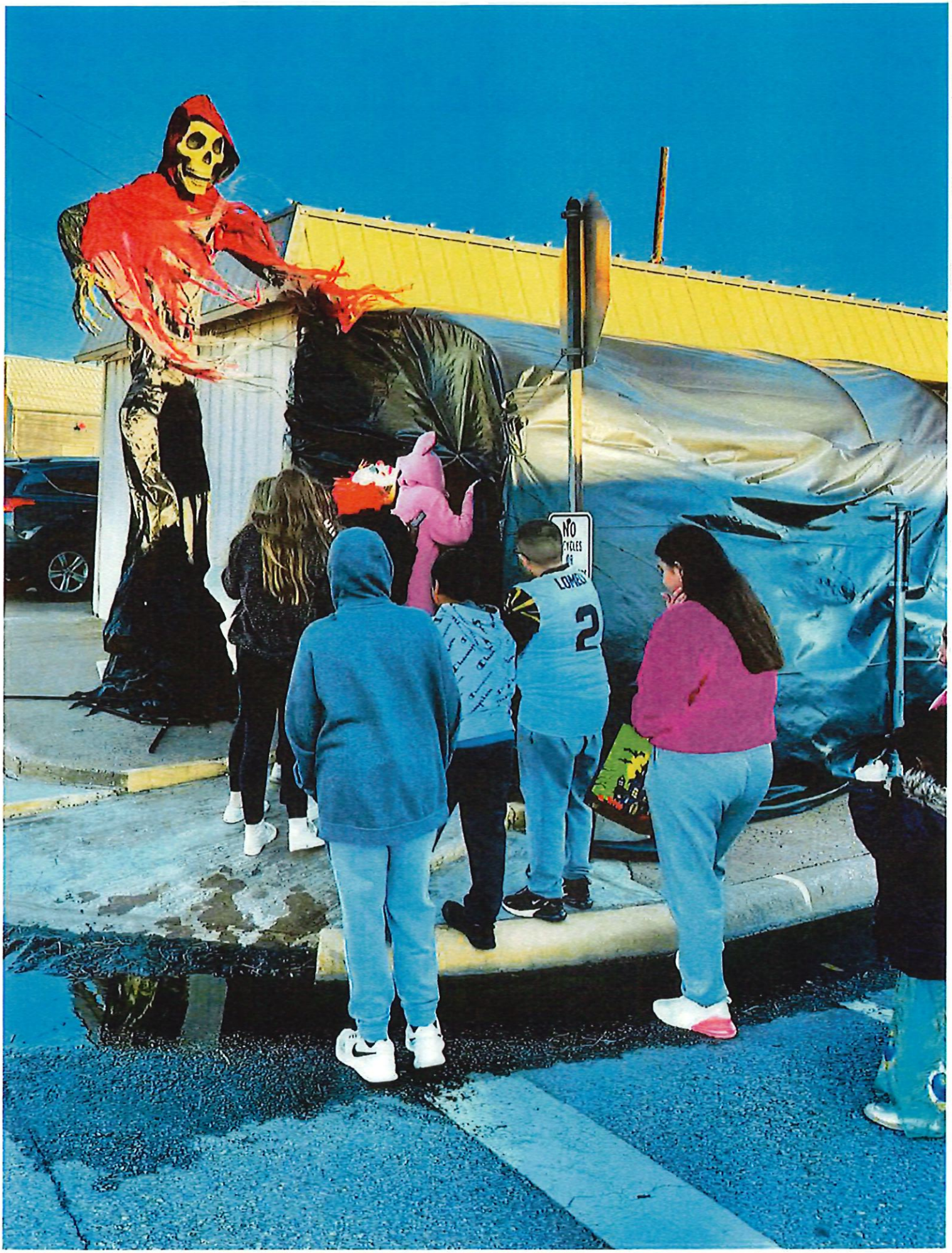
   ☐Tables ☐Chairs

4. Compare the Review Team Committee Meeting Checklist and City-Wide Event Notification Form to the outcome review of the event. Note any discrepancies, negative impacts, complaints, or issues during or after the event that should be considered by the Review Team Committee and City Council prior to considering a future City-Wide Event request by the applicant.

Additional Comments:

Port-a-potties where not on the site plans.

State Farm
Insurance and Financial Services



BOO BASH
2025
FREE EVENT!
MUSIC, CANDY, GAMES,
COSTUME CONTEST,
AND MORE!
OCT 31, 2025
5PM - 8PM
DOWNTOWN SEALY
THE SEALY NEWS
Serving Sealy and Austin County, Texas since 1887
GREATER SEALY
AREA CHAMBER
OF COMMERCE

Item #3

AGENDA ITEM NO: _____

SUBMITTED BY: Mike Barrow, Assistant City Manager
MEETING DATE: September 16, 2025

# STAFF REPORT

## DESCRIPTION

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.

## ANALYSIS

At the September 10, 2025 Planning Commission Meeting, the commission met and discussed the variance. The property is 55.66 feet in width and 213-214 feet in depth and has street frontage on both San Felipe Road and Travis Street. Travis St is a narrow street and narrow right-of-way. Travis St has a 6-in water line and fire hydrant less than 100 ft from 627 Travis and 6-in sewer line. Mr. Arriaga wishes to build two single-family residential homes at some point.

## RECOMMENDATION

Staff doesn't have issue with the lot being split. If approved, we will require that his replat note that both properties' use be single-family residential, as well as the plat meeting all other requirements, including no more than 30% of the front yard being covered by driveway and no more than 75% of lot being covered by impermeable surface (both covered in Section 28-11(e).

## FINANCIAL IMPACTS

NA

# City of Sealy
## Application for a Variance

Owner/Applicant: Jose Arriaga Date: _____

Fee: $ 200

Street Address/Property Location: 627 Travis

**Legal Description:**

Lot 1 & 2 Block _____ Section/Unit: _____

_____ Subdivision or

_____ Attached is the legal description of the property

---

I hereby certify that all information provided is true and correct and that I am the legal owner of the property for which this variance is requested.

Sign: X Print: Jose Arriaga

Address: 8479 Fm 529 Bellville Tx

Phone Number: 281 935 1373

**Applicant/Agent Contact:**

Print: Jose Arriaga Phone Number: 281 935 1373

---

Cite City Code Section(s) which a variance is requested and nature of the proposed variance:

The Purpose of this variance application is to seek approval for the square footage & depth of the lot, that will be created by subdividing the lot into two seperate Lots. Each lot would be a minimum 55 feet in width and a minimum 106 feet depth. Each lot would be equal or greater than 5,800 square feet

Request variance to: a) Sec 28-11 (a) minimum width

b) Sect 28-11(b) minimum depth

c) Sect 28-11(c) minimum Area

# City of Sealy
## Application for a Variance

**Submittal Requirements for a Variance**

**Submit the following to the City Secretary, City of Sealy, 415 Main Street, P.O. Box 517, Sealy, Texas 77474.**

1. **A completed variance application and proposed Findings of Fact.**
2. **A Site Plan and any supporting documents as necessary to depict the variance(s).**
3. **One set of 8.5" by 11" reproducible copies of all submitted exhibits.**
4. **Application Fee ($200.00 for residential and $500.00 for commercial).**

Failure to pay the required application fee or provide all of the required items listed for variance submittal shall constitute an incomplete application. The variance cannot be placed on the agenda for consideration until the application is complete.

The applicant, or an authorized representative, must attend the meeting(s) to present the request and to answer any questions. Failure to do so may result in the item being tabled or denied.

**Filing Deadline**

Variance requests must be filed with the City Secretary at least three (3) weeks prior to the next regular scheduled meeting of the appropriate Board or Commission having jurisdiction.

**Variance Standards for Approval**

In order to grant any variance under **Chapter 28-110-Variances** OR **Chapter 87-3-Special Provisions(b) Variances** - in Sealy's City Code of Ordinances, the applicant must provide the City of Sealy with written findings of fact to be considered to illustrate how the strict application of the Sealy City Code would result in unnecessary hardship, using the following criteria:

A. That literal enforcement of the ordinance will create an unnecessary hardship or practical difficulty in the development of the affected property;
B. That the situation causing the hardship or difficulty is neither self-imposed nor generally affecting all or most properties in the same zoning district;
C. That the relief sought will not injure the permitted use(s) of adjacent conforming property; and
D. That the granting of a variance is in harmony with the spirit and purpose of these regulations.

A variance, under **Chapter 87-3(b)**. Special Provisions, or from any such rule or regulation may be granted by the city council only upon a good and sufficient showing by the owner that;

A. There are special circumstances or conditions affecting the property in question;

# City of Sealy
## Application for a Variance

B. That enforcement of the provisions of this chapter will deprive the applicant of a substantial property right;

C. That if a variance is granted it will not be materially detrimental to the public welfare or injurious to other property or property rights in the vicinity.

a. All variance applicants shall erect a four-foot by eight-foot sign for commercial properties and an intended single-family residential home shall erect a two-foot by three-foot sign. facing the front of the property no greater than 15 feet from the public right-of-way with legible lettering from such public right-of-way stating that a variance is being requested and the date, time, and location of the planning commission meeting in which the variance will be considered. The sign shall be erected at least 15 days before the date of any meeting in which the variance will be considered.

b. The sign shall consist of a white background with black legible font. The sign shall be self-supporting and be erected so that a minimum of one-foot separates the bottom of the sign from the ground below. The sign shall not be obstructed by natural or man-made elements. A URL, QR code, or city phone number, as specified by the city planner or designated staff, shall be posted on the sign.

c. City staff shall approve the sign and its proposed location prior to installation and may allow for minor deviations of this section. City shall mail notice of the variance request to all property owners within a 200 foot radius of the property line requesting the variance at least 15 days before the date of the planning commission meeting in which the variance will be considered. Variance notice shall be placed on the city website and social media accounts.

**Findings of Fact**

The applicant bears the burden of proof in establishing facts to justify a variance. To establish a basis for variance consideration, the applicant must complete the following Findings of Fact statements for variance consideration.

That special conditions or circumstances exist which are peculiar to the land, structure, or building involved and which is not applicable to other land, structures, or buildings in the surrounding area.

I am seeking to divide the property into two lots & construct two homes to sale in the future

That literal interpretation of the City Code would deprive an applicant of a right commonly enjoyed by other properties in the surrounding area.

# City of Sealy
## Application for a Variance

That special conditions or circumstances did not result from the actions of the applicant.

That granting the Variance will not confer on the applicant any special privilege that is denied by the City Code to other properties in the surrounding area.

Granting this variance would not grant me any special privileges, it is my intention to construct two homes once I plat the property

A Variance cannot be granted to relieve self-created or personal hardship, nor shall it be based solely on economic gain or loss, nor shall it permit any person a privilege not permitted by the Sealy City Code.

A variance may not be granted which would result in undue hardship on another parcel of land.

# City of Sealy
## Application for a Variance

That special conditions or circumstances did not result from the actions of the applicant.

That granting the Variance will not confer on the applicant any special privilege that is denied by the City Code to other properties in the surrounding area.

Granting this variance would not grant to me any special privileges; it is my intention to construct two homes once I plat the property.

A Variance cannot be granted to relieve self-created or personal hardship, nor shall it be based solely on economic gain or loss, nor shall it permit any person a privilege not permitted by the Sealy City Code.

A variance may not be granted which would result in undue hardship on another parcel of land.

# City of Sealy
## Application for a Variance

B. That enforcement of the provisions of this chapter will deprive the applicant of a substantial property right;
C. That if a variance is granted it will not be materially detrimental to the public welfare or injurious to other property or property rights in the vicinity.
   a. All variance applicants shall erect a four-foot by eight-foot sign for commercial properties and an intended single-family residential home shall erect a two-foot by three-foot sign. facing the front of the property no greater than 15 feet from the public right-of-way with legible lettering from such public right-of-way stating that a variance is being requested and the date, time, and location of the planning commission meeting in which the variance will be considered. The sign shall be erected at least 15 days before the date of any meeting in which the variance will be considered.
   b. The sign shall consist of a white background with black legible font. The sign shall be self-supporting and be erected so that a minimum of one-foot separates the bottom of the sign from the ground below. The sign shall not be obstructed by natural or man-made elements. A URL, QR code, or city phone number, as specified by the city planner or designated staff, shall be posted on the sign.
   c. City staff shall approve the sign and its proposed location prior to installation and may allow for minor deviations of this section. City shall mail notice of the variance request to all property owners within a 200 foot radius of the property line requesting the variance at least 15 days before the date of the planning commission meeting in which the variance will be considered. Variance notice shall be placed on the city website and social media accounts.

**Findings of Fact**

The applicant bears the burden of proof in establishing facts to justify a variance. To establish a basis for variance consideration, the applicant must complete the following Findings of Fact statements for variance consideration.

That special conditions or circumstances exist which are peculiar to the land, structure, or building involved and which is not applicable to other land, structures, or buildings in the surrounding area.

I am seeking to divide the property into two lots & construct two homes to sale in the future.

That literal interpretation of the City Code would deprive an applicant of a right commonly enjoyed by other properties in the surrounding area.

# City of Sealy
## Application for a Variance

Owner/Applicant: Jose Arriaga Date: 2-25-25

Fee: $ 200 CK

Street Address/Property Location: 627 Travis

**Legal Description:**

Lot 112 Block _____ Section/Unit: _____

_____ Subdivision or

_____ Attached is the legal description of the property

---

I hereby certify that all information provided is true and correct and that I am the legal owner of the property for which this variance is requested.

Sign: Jose Arriaga Print: Jose Arriaga

Address: 8479 FM 529 Bellville Tx

Phone Number: 281 935 1373

**Applicant/Agent Contact:**

Print: Jose Arriaga Phone Number: 281 935 1373

---

Cite City Code Section(s) which a variance is requested and nature of the proposed variance:

The purpose of this variance application is to seek approval for the square footage & depth of the lots that will be created by subdividing the lot into two separate lots. Each lot would be a minimum 55 feet in width and a minimum 106 feet depth. Each lot would be equal or greater than 5,800 square feet.

Request variance to: a) Sect 28-11 (a) minimum width

b) Sect 28-11 (b) minimum depth

c) Sect 28-11 (c) minimum area

C
20(2)

134021

627
Travis 57

# SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: 08/09, 2013

Grantor: LACY & GENTILE INVESTMENTS

Grantor's Mailing Address: 18304 FM 1488, Suite 7, Magnolia, Montgomery County, Texas 77354

Grantee: JOSE LUIS ARRIAGA

Grantee's Mailing Address: 1816 Pheasant Road, Sealy, Austin County, Texas 77474

Consideration: TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, together with a note of even date herewith in the principal amount of EIGHTEEN THOUSAND AND NO/100 DOLLARS ($18,000.00) executed by Grantee herein and payable to the order of Grantor. Said note is secured by a vendor's lien retained in this deed and by deed of trust of even date herewith from to Ronald S. McKeithen, Trustee.

Property (including any improvements):

Tract 1: 0.272 acre, more or less, out of San Felipe Town Tract Survey, City of Sealy, being more particularly described in Volume 609, Page 487, Official Records of Austin County, Texas; (Account Number R21971).

Tract 2: Lots Twenty-Five (25) and Twenty-Six (26), in the EUGENE BLACKNELL ADDITION to the Town of San Felipe de Austin (Sealy), Austin County, Texas, according to the map or plat thereof, recorded in Volume 37, Page 565, Deed Records of Austin County, Texas; (Account Number R22187).

Reservations from and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements.

Grantee herein assumes responsibility for the payment of all of the ad valorem taxes on the herein described property for the remainder of year 2013 and all subsequent years, and let it be explicitly understood that Grantee accepts property in an AS-IS, WHERE-IS CONDITION, with NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, AND WITHOUT ANY EXCEPTIONS.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee all of Grantor's interest in the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through, or under Grantor but not otherwise.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

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

EXECUTED on this the 9th day of Aug, 2013.

F. DON LACY, as authorized representative
and on behalf of
LACY & GENTILE INVESTMENTS

(Acknowledgment)

STATE OF TEXAS
COUNTY OF AUSTIN

This instrument was acknowledged before me on the 9 day of August, 2013, by F. Don Lacy, of LACY & GENTILE INVESTMENTS, personally known to me (or proved to me through Texas Driver's License) to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged that he executed the same and for the purpose and consideration expressed therein on behalf of LACY & GENTILE INVESTMENTS.

Notary Public, State of Texas
Notary's name (printed): Dana E. Long
Notary's commission expires: 12.27.2014

AFTER RECORDING RETURN TO:
Jose Luis Arriaga
1816 Pheasant Road
Sealy, Texas 77474

STATE OF TEXAS
COUNTY OF AUSTIN

DANA E LONG
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
DECEMBER 27, 2014

FILED

13 AUG -9 PM 2:36

Carrie Dreyer
COUNTY CLERK
AUSTIN COUNTY, TEXAS

I certify that this instrument was filed on the date and time stamped by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS OF AUSTIN COUNTY, TEXAS.

Carrie Dreyer
County Clerk, County Clerk
Austin County, Texas

134021

2

# Austin CAD Web Map

4/10/2025, 9:56:24 AM

Parcels

Abstracts

1:1,128

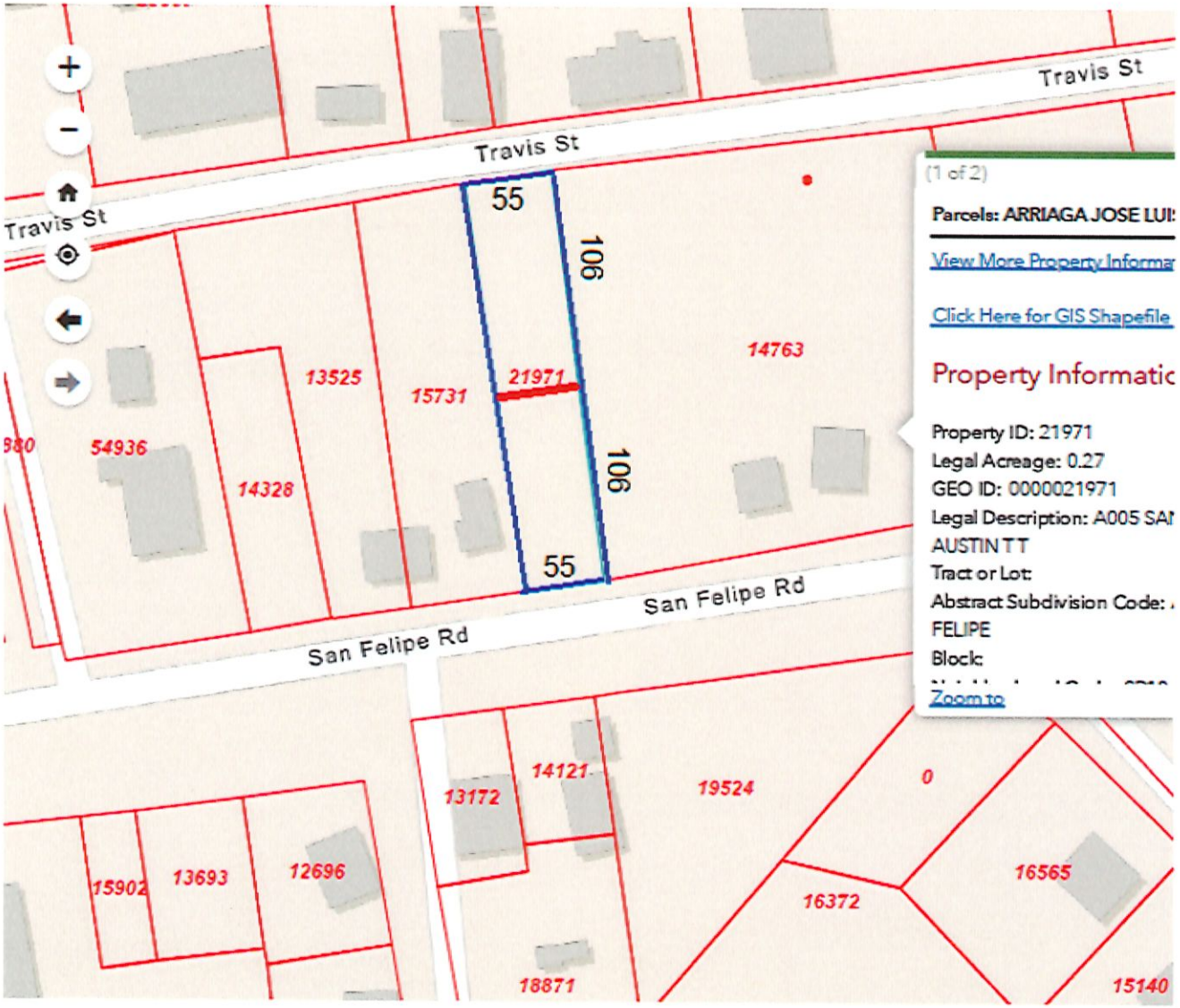
0 0.01 0.01 0.03 mi

0 0.01 0.03 0.05 km

© OpenStreetMap (and) contributors, CC-BY-SA

Austin County Appraisal District, BIS Consulting - www.bisconsulting.com

Disclaimer: This product and relative contents are the property of the respective governmental entity and BIS Consultants. Use is restricted for official purposes.


Travis St
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15902
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12696
16372
16565
18871
15140
(1 of 2)
Parcels: ARRIAGA JOSE LUI
View More Property Informa
Click Here for GIS Shapefile
Property Informatic
Property ID: 21971
Legal Acreage: 0.27
GEO ID: 0000021971
Legal Description: A005 SA
AUSTIN T T
Tract or Lot:
Abstract Subdivision Code:
FELIPE
Block:
Zoom to

(979) 885-3511
*****REPRINT RECEIPT*****

REC#: 00439554 8/19/2025 3:57 PM
OPER: AT TERM: 004
REF#:
PAID BY:

ACCT #: XXXX-XXXX-XXXX-7945
AUTH #: 006752
TRAN #: 000000003999
TYPE: PURCHASE

TRAN: 100.0059 VARIANCE REQUEST FEE
JOSE ARRIAGA
627 TRAVIS ST
Variance Request Fe 200.00CR

TRAN: 100.0005 CREDIT CARD FEE
Credit Card Proc Fe 7.00CR

TENDERED: 207.00 CREDIT CARD
APPLIED: 207.00-

CHANGE: 0.00

THANK YOU!
HAVE A GREAT DAY!

Item #4

AGENDA ITEM NO: _____

SUBMITTED BY: Mike Barrow, Assistant City Manager
MEETING DATE: September 16, 2025

# STAFF REPORT

## DESCRIPTION

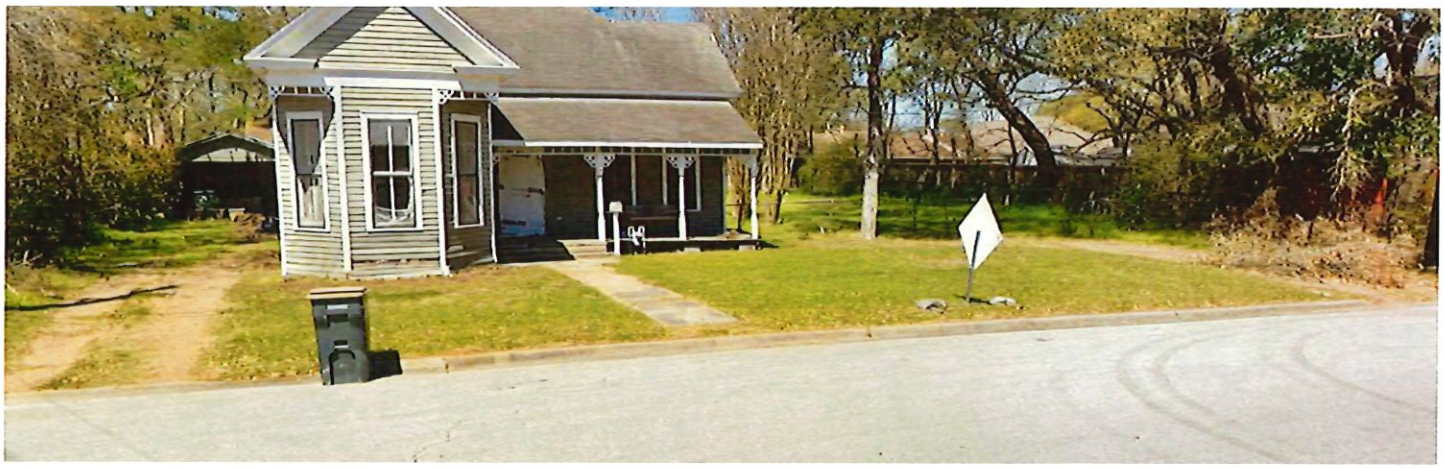
Discussion and Possible Action regarding Approving, Disapproving, or Approving with Conditions a Variance Application for 777 Main Street, Sealy, Texas, allowing a Variance to the requirements of Section 28-1 – Definitions.

## ANALYSIS

At the September 10, 2025 Planning Commission Meeting, the commission met and discussed the variance. The property owner wishes to install a fence encroaching into the front yard setback. The fence would be approximately 9 feet from the curb as this is the approximate distance to the city right-of-way. The owner supplied narrative that the fence was to be a 3 feet tall cedar fence. No picture presentation was provided and owner did not attend the planning commission meeting. Discussion was that no other house on Main Street had a fence in front yards and the house on the corner of Hardeman and Main Street that has a fence, it is the side yard that faces Main Street. Discussion was that there was a certain look and feel to Main Street that should not be lost. The planning commission voted unanimously to disapprove of the variance recommendation to the city council and all planning commission members were in attendance.

## RECOMMENDATION

Staff agrees with planning commission. On another note, the property owner makes comment in their application that "guests and family have to park a considerable distance away from the front door and walk in the street and intersection to get to the front walkway which will be removed with the installation of the proposed fence". Currently, the 0.365 acre lot is covered by .08 acres of impermeable surface. This represents about 22% of the lot being covered by impermeable surface. The east side of the house has an area to accommodate on site driveway and parking. With no other increased hard surface other than driveway and parking, the property could have driveway and parking up to 8,000 sqft. The old dirt driveway on the west side of the house, if paved, would be part of the 8,000 sqft and is not included as impermeable currently since unpaved.



# City of Sealy
## Application for a Variance

Owner/Applicant: Laurie Tatum Date: 8.4.25

Fee: $ 250.00 (Dropped off 8.5.25)

Street Address/Properly Location: 777 Main Street

**Legal Description:**

Lot 15 & 16 Block 37 Section/Unit: Sealy Lands
Subdivision or

Attached is the legal description of the properly

---

I hereby certify that all information provided is true and correct and that I am the legal owner of the properly for which this variance is requested.

Sign: Laurie Tatum Print: Laurie Tatum
Address: 777 Main Street, Sealy Texas 77474
Phone Number:

**Applicant/Agent Contact:**

Print: Laurie Tatum Phone Number: 713-817-1185

---

Cite City Code Section(s) which a variance is requested and nature of the proposed variance:
Chapter 28-110-Variances and Chapter 87-3(b) we are requesting consideration to install a fence on the property line - see drawing & redirect egress into dwelling. This request is due to the installation of a stop sign and has caused deprivation of a substantial property right. Guests and family have to park a considered distance away from the front door and walk in the street and intersection to get to the front walkway which will be removed with the installation of the proposed fence. Fence will be a 3ft cedar picket fence.

# City of Sealy
## Application for a Variance

**Submittal Requirements for a Variance**

**Submit the following to the City Secretary, City of Sealy, 415 Main Street, P.O. Box 517, Sealy, Texas 77474.**

1. **A completed variance application and proposed Findings of Fact.**
2. **A Site Plan and any supporting documents as necessary to depict the variance(s).**
3. **One set of 8.5" by 11" reproducible copies of all submitted exhibits.**
4. **Application Fee ($200.00 for residential and $500.00 for commercial).**

Failure to pay the required application fee or provide all of the required items listed for variance submittal shall constitute an incomplete application. The variance cannot be placed on the agenda for consideration until the application is complete.

The applicant, or an authorized representative, must attend the meeting(s) to present the request and to answer any questions. Failure to do so may result in the item being tabled or denied.

**Filing Deadline**

Variance requests must be filed with the City Secretary at least three (3) weeks prior to the next regular scheduled meeting of the appropriate Board or Commission having jurisdiction.

**Variance Standards for Approval**

In order to grant any variance under **Chapter 28-110-Variances** OR **Chapter 87-3-Special Provisions(b) Variances** - in Sealy's City Code of Ordinances, the applicant must provide the City of Sealy with written findings of fact to be considered to illustrate how the strict application of the Sealy City Code would result in unnecessary hardship, using the following criteria:

A. That literal enforcement of the ordinance will create an unnecessary hardship or practical difficulty in the development of the affected property;
B. That the situation causing the hardship or difficulty is neither self-imposed nor generally affecting all or most properties in the same zoning district;
C. That the relief sought will not injure the permitted use(s) of adjacent conforming property; and
D. That the granting of a variance is in harmony with the spirit and purpose of these regulations.

A variance, under **Chapter 87-3(b)**, Special Provisions, or from any such rule or regulation may be granted by the city council only upon a good and sufficient showing by the owner that;

A. There are special circumstances or conditions affecting the property in question;

# City of Sealy
## Application for a Variance

B. That enforcement of the provisions of this chapter will deprive the applicant of a substantial property right;

C. That if a variance is granted it will not be materially detrimental to the public welfare or injurious to other property or property rights in the vicinity.

a. All variance applicants shall erect a four-foot by eight-foot sign for commercial properties and an intended single-family residential home shall erect a two-foot by three-foot sign. facing the front of the property no greater than 15 feet from the public right-of-way with legible lettering from such public right-of-way stating that a variance is being requested and the date, time, and location of the planning commission meeting in which the variance will be considered. The sign shall be erected at least 15 days before the date of any meeting in which the variance will be considered.

b. The sign shall consist of a white background with black legible font. The sign shall be self-supporting and be erected so that a minimum of one-foot separates the bottom of the sign from the ground below. The sign shall not be obstructed by natural or man-made elements. A URL, QR code, or city phone number, as specified by the city planner or designated staff, shall be posted on the sign.

c. City staff shall approve the sign and its proposed location prior to installation and may allow for minor deviations of this section. City shall mail notice of the variance request to all property owners within a 200 foot radius of the property line requesting the variance at least 15 days before the date of the planning commission meeting in which the variance will be considered. Variance notice shall be placed on the city website and social media accounts.

**Findings of Fact**

The applicant bears the burden of proof in establishing facts to justify a variance. To establish a basis for variance consideration, the applicant must complete the following Findings of Fact statements for variance consideration.

That special conditions or circumstances exist which are peculiar to the land, structure, or building involved and which is not applicable to other land, structures, or buildings in the surrounding area.

City installed a stop sign in front of property which justifies a variance to allow a fence to be installed on the property line. This will allow guests to walk to the front door from the side of the yard as opposed to the front walkway which is currently located

That literal interpretation of the City Code would deprive an applicant of a right commonly enjoyed by other properties in the surrounding area.

# City of Sealy

## Application for a Variance

near the stop sign. Additionally, guests currently have to park many (20) feet away from the stop sign + walk in the street near an intersection to get to the walkway. * Property has been devalued and this variance will allow for a yard alterate entrance into dwelling and offset the disturbance the stop sign has caused.

That special conditions or circumstances did not result from the actions of the applicant.

Further, the variance restores the use and enjoyment of the front yard.

That granting the Variance will not confer on the applicant any special privilege that is denied by the City Code to other properties in the surrounding area.

other addresses in the area have similar fence installed on their property line.

A Variance cannot be granted to relieve <u>self-created or personal hardship</u>, nor shall it be based solely on economic gain or loss, nor shall it permit any person a privilege not permitted by the Sealy City Code.

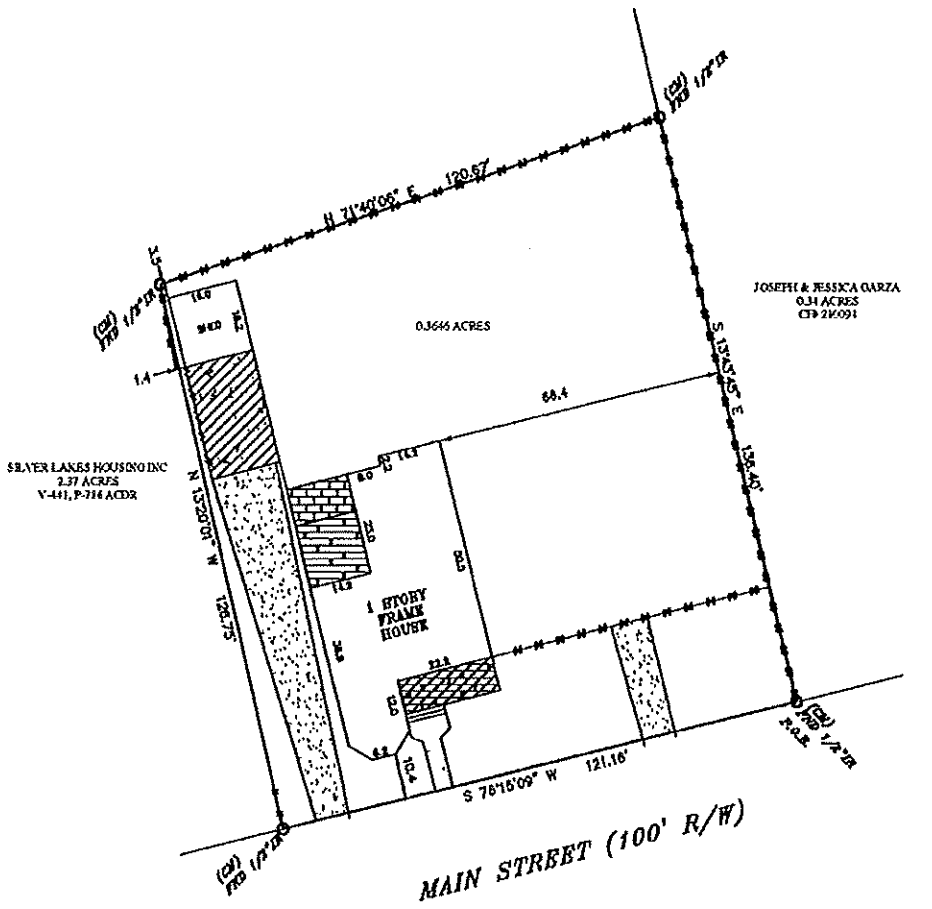
A variance may not be granted which would result in undue hardship on another parcel of land.

*ADDRESS: 777 MAIN STREET, SEALY, TX 77474*

LEGEND

GRAPHIC SCALE

0' 30' 60'




*LEGAL DESCRIPTION*
*0.3646 ACRES OF LAND, OUT OF LOTS 15 AND 16 OF THE WEST END ADDITION TO THE TOWN OF SEALY, AUSTIN COUNTY, TEXAS, AND BEING THE SAME TRACT OF LAND RECORDED UNDER CLERK FILE NO. 102031 OF THE OFFICIAL RECORDS OF AUSTIN COUNTY, TEXAS, SAID 0.3646 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS ATTACHED.*

BUYER LAURIE TATUM
JOB# 230315
GF# 2414666SY
DATE 6/9/2023

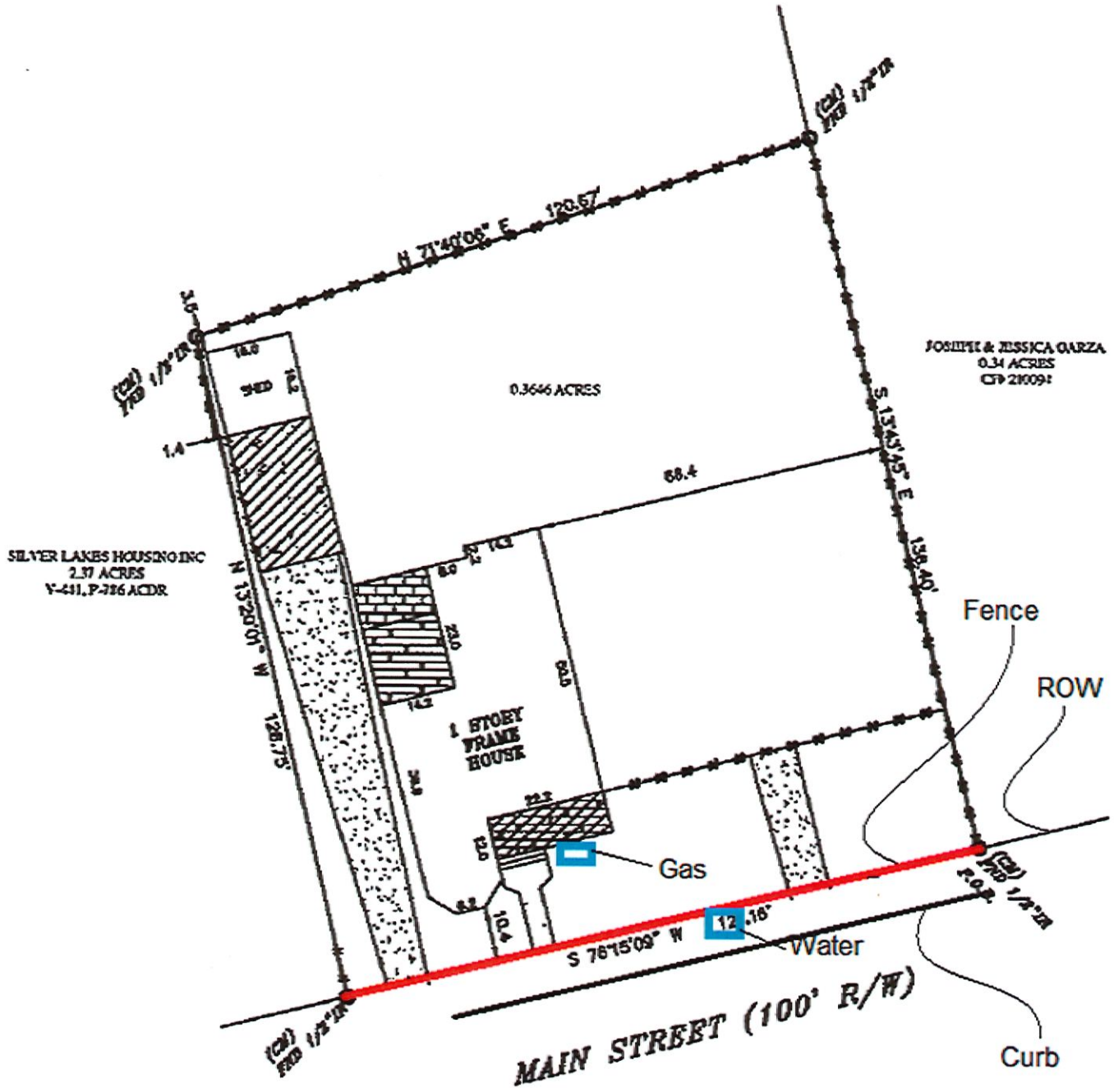
ELEVATION EXPRESS LAND SURVEYS
FIRM NO. 10191900
WWW.ELEVATIONEXPRESSLANDSURVEYS.COM
1430 W. GRAND PARKWAY SOUTH
SUITE G 134
KATY, TX 77494
281.474.5481

STATE OF TEXAS REGISTERED GEORGE JOSEPH MADAKKAL 5190 PROFESSIONAL LAND SURVEYOR

George Joseph Madakkal

I DO HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, IS CORRECT, AND THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN, AS WAS DONE BY ME OR UNDER MY SUPERVISION, AND CONFORMS TO OR EXCEEDS THE CURRENT STANDARDS AS ADOPTED BY THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

Any reference to the 100 year flood plain or flood hazard zones are an estimate based on the data shown on the Flood Insurance Rate Map provided by FEMA and should not be interpreted as a study or determination of the flooding properties of this property. According to the Flood Insurance Rate Map for AUSTIN COUNTY, Dated 10/16/2019, Map No. 48015C0300F, the property described lies within "ZONE X" of the 100 yr. flood. Flood information is based on graphic plotting only due to inherent inaccuracies on FEMA maps, we can not assume responsibility for exact determination.


N 71°40'05" E 120.67'
0.3646 ACRES
JOSEPH & JESSICA GARZA
0.34 ACRES
CFN 219091
S 13°45'45" E 139.40'
68.4
SILVER LAKES HOUSING INC
2.37 ACRES
V-431, P-786 ACDR
N 13°20'01" W 128.75'
1 STORY FRAME HOUSE
Fence
ROW
Gas
Water
Curb
S 76°15'09" W
MAIN STREET (100' R/W)

(979) 885-3511

REC#: 00437973 8/05/2025 1:16 PM
OPER: AT TERM: 004
REF#: 1642
PAID BY: LAURIE TATUM

TRAN: 100.0059 VARIANCE REQUEST FEE
LAURIE TATUM
777 MAIN STREET
Variance Request Fe 200.00CR

| | | |
|---|---|---|
| TENDERED: | 200.00 | CHECK |
| APPLIED: | 200.00- | |
| CHANGE: | 0.00 | |

THANK YOU!
HAVE A GREAT DAY!

Item #5

AGENDA ITEM NO: _____

SUBMITTED BY: Mike Barrow, Assistant City Manager
MEETING DATE: September 16, 2025

# STAFF REPORT

## DESCRIPTION

Discussion and Possible Action regarding Awarding Bid for TxDOT Facility Utility Service Extensions Project.

## ANALYSIS

Please see Strand's letter concerning the bids on this project received and opened August 26, 2025. This project is funded completely by TxDOT through reimbursement of engineering and construction expenses. Basically, we get a bill from Strand, we pay the bill and submit for reimbursement through a TxDOT preapproved account. It has worked well with no issues with reimbursements thus far totalling $48,600. This project once completed and water, sewer, and gas line extensions are in operation, will be city owned lines that not only service the new TxDOT facility, but also the city can allow additional connections to service more customers. October 15, 2024 City Council approved the agreement with TxDOT for the utility extensions and for City to facilitate the project funded by TxDOT.

## RECOMMENDATION

Staff Recommends to approve the bid to Vera Industries, LLC of Missouri City, Texas for the bid of $483,432.30.

## FINANCIAL IMPACTS

This project is being funded by TxDOT. Any project costs over the agreement will require preapproval from TxDOT.

STRAND ASSOCIATES®
Excellence in Engineering℠

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

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

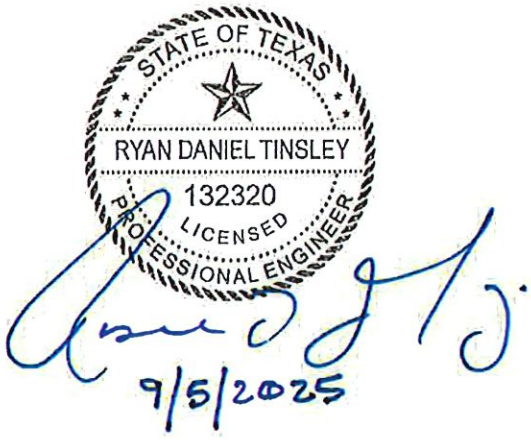
CITY OF SEALY
SEALY, TEXAS
TXDOT FACILITY UTILITY SERVICE EXTENSIONS
CONTRACT 1-2025

BID TABULATION SUMMARY

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

*CONTRACTOR'S COMPUTED TOTAL

Reviewed by: Rostyk Fedorko



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<br>2440 Texas Parkway<br>Suite 268<br>Missouri City, TX 77489 | | Mercer Construction Company<br>909 North Colorado Street<br>Edna, TX 77957 | | ML Contracting, Inc.<br>126 Lanark Drive, Suite E<br>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 | $ 139,535.00 | $ 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<br>2440 Texas Parkway<br>Suite 268<br>Missouri City, TX 77489 | | Mercer Construction Company<br>909 North Colorado Street<br>Edna, TX 77957 | | ML Contracting, Inc.<br>126 Lanark Drive, Suite E<br>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 | 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 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 | $ 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) | 876 | LF | $ 65.50 | $ 57,378.00 | $ 87.00 | $ 76,212.00 | $ 100.00 | $ 87,600.00 |
| | | | | | | | | | *$80,760.00 |

| | | | | Vera Industries, LLC<br>2440 Texas Parkway<br>Suite 268<br>Missouri City, TX 77489 | | Mercer Construction Company<br>909 North Colorado Street<br>Edna, TX 77957 | | ML Contracting, Inc.<br>126 Lanark Drive, Suite E<br>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 Rashyth Cedarko

Docusign Envelope ID: 7B585052-61CD-44F1-A236-0CCC771F20B1

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 Fire 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.

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<br>415 Main Street<br>Sealy, Texas 77474 | Jeffery Vinklarek<br>Yoakum District Engineer<br>Texas Department of Transportation<br>403 Huck Street<br>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

Signature Carolyn Bilski, Mayor
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 22nd day of January, 2025

SANDRA VRABLEC
My Notary ID # 134371259
Expires May 19, 2027

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.

Signed by:
By: Jeffery Vinklarek, P.E.
Yoakum District Engineer
Jeffery Vinklarek
Typed or Printed Name
10/14/2024
Date

THE STATE OF TEXAS
COUNTY OF AUSTIN

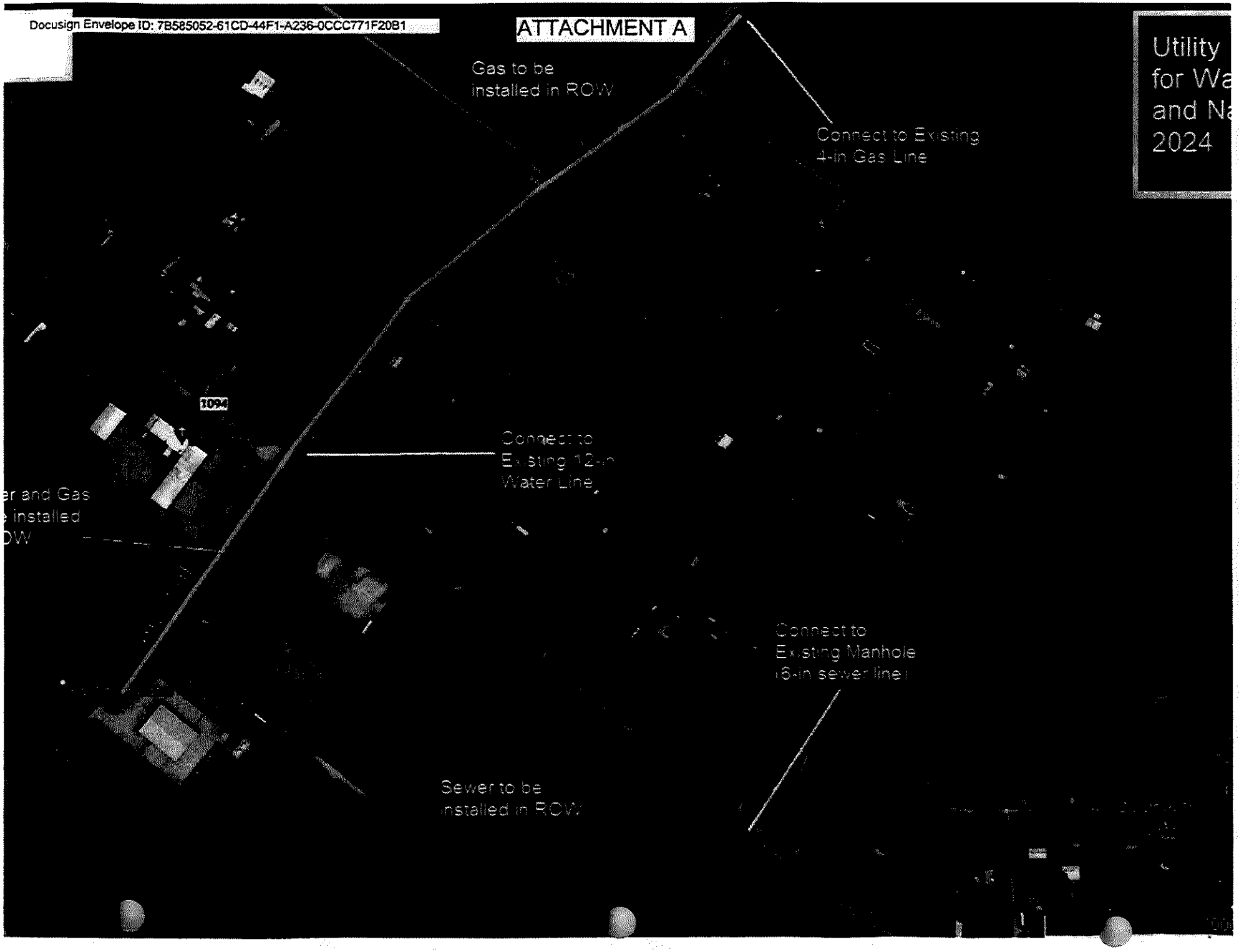
BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that He/She executed the same for the purposes and consideration therein expressed.

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

_____
Notary Public in and for
Austin County, Texas

Docusign Envelope ID: 7B585052-61CD-44F1-A236-0CCC771F20B1

# ATTACHMENT A



Docusign Envelope ID: 7B585052-61CD-44F1-A236-0CCC771F20B1

ATTACHMENT B

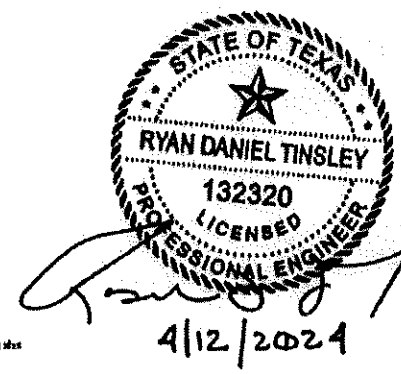
STRAND ASSOCIATES®
Excellence in Engineering℠

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

CITY OF SEALY, TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FACILITY UTILITY SERVICE EXTENSIONS
ENGINEER'S OPINION OF PROBABLE PROJECT COST
STRAND PROJECT NO. 3903.080
**April 12, 2024**

| ITEM NO. | DESCRIPTION | ESTIMATED QUANTITY | | UNIT COST | TOTAL COST |
|---|---|---|---|---|---|
| 1. | Mobilization (Not to Exceed 10 Percent of the Project Cost, Excluding Mobilization) | 1 | LF | $ 30,000.00 | $ 30,000.00 |
| 2. | Furnish and Install 4-Inch American Standard for Testing and Materials (ASTM) D-2513 Standard Dimension Ratio (SDR) 11 Polyethylene Gas Main by Open Cut. | 2,645 | LF | $ 40.00 | $ 105,800.00 |
| 3. | Furnish and Install 4-Inch ASTM D-2513 SDR 11 Polyethylene Gas Main Inside 8-Inch Welded Steel Casing by Bore (Includes Two Plugs and Two Vents). | 70 | LF | $ 105.00 | $ 7,350.00 |
| 4. | Furnish Materials and Equipment to Make the Connection to the Existing Gas Main. | 1 | EA | $ 4,000.00 | $ 4,000.00 |
| 5. | Furnish and Install 4-Inch Polyethylene Gas Gate Valve and Box. | 3 | EA | $ 2,000.00 | $ 6,000.00 |
| 6. | Furnish and Install Gas Meter (City of Sealy Preference). | 1 | EA | $ 10,000.00 | $ 10,000.00 |
| 7. | Furnish and Install 6-Inch American Water Works Association (AWWA) C900 Dimension Ratio (DR)18 Water Main by Open Cut. | 780 | LF | $ 70.00 | $ 54,600.00 |
| 8. | Furnish and Install 6-Inch AWWA C900 DR18 Water Main Inside 12-Inch Welded Steel Casing by Bore. | 70 | LF | $ 125.00 | $ 8,750.00 |
| 9. | Furnish and Install 6-Inch Tapping Sleeve and Valve. | 1 | EA | $ 4,000.00 | $ 4,000.00 |
| 10. | Furnish and Install Fire Hydrant Assembly. | 1 | EA | $ 6,000.00 | $ 6,000.00 |
| 11. | Furnish and Install 6-Inch Gate Valve and Box. | 1 | EA | $ 2,500.00 | $ 2,500.00 |
| 12. | Furnish and Install 6-Inch ASTM D3034 SDR 26 Sanitary Sewer Line by Open Cut. | 1,180 | LF | $ 75.00 | $ 88,500.00 |
| 13. | Furnish and Install 4-Foot-Diameter Precast Concrete Manhole | 3 | EA | $ 5,000.00 | $ 15,000.00 |
| 14. | Furnish and Install Extra Vertical Depth (4-Foot-Diameter Manhole)(3 Feet per Manhole). | 9.0 | VF | $ 500.00 | $ 4,500.00 |
| 15. | Furnish Equipment and Materials to Make 6-Inch Connection to the Existing Manhole. | 1 | EA | $ 1,000.00 | $ 1,000.00 |
| 16. | Furnish Equipment and Materials to Perform Trench Safety (Greater Than 5-Foot Depth) (50 Percent) | 980 | LF | $ 5.00 | $ 4,900.00 |
| 17. | Furnish Equipment and Materials to Perform Site Restoration. | 1 | LS | $ 10,000.00 | $ 10,000.00 |
| 18. | Furnish Equipment and Materials to Perform Traffic Control in Accordance with the Texas Manual on Uniform Traffic Control Devices. | 1 | LS | $ 10,000.00 | $ 10,000.00 |
| | | | | Subtotal Construction Cost (Rounded): | $ 372,900.00 |
| | | | | 20% Contingency (Rounded): | $ 74,600.00 |
| | | | | Total Construction Cost (Rounded): | $ 447,500.00 |
| 1. | Basic Services–Design, Bidding, and Construction-Related Services. | | | | $ 55,000.00 |
| 2. | Topographic Survey (Construction Staking by Contractor) | | | | $ 5,000.00 |
| 3. | Part-Time Construction Observation (One Day Per Week for 2.5 Months). | | | | $ 12,500.00 |
| 4. | Geotechnical Services (TxDOT will Provide the Geotechnical Report Prepared by HVJ Associates, Inc.). | | | | $ - |
| | | | | **TOTAL ENGINEER'S OPINION OF PROBABLE PROJECT COST (ROUNDED):** | $ 520,000.00 |

Ryan D. Tinsley, P.E., ENV SP
Strand Associates, Inc.® (TBPE No. F-8405)
1906 Niebuhr Street
Brenham, TX 77833




4/12/2024

DocuSign

## Certificate Of Completion

Envelope Id: 7B5850526 1CD44F1A2360CCC771F20B1
Status: Completed
Subject: Complete with Docusign: City of Sealy and TxDOT Agreement.pdf
Source Envelope:
Document Pages: 7
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Edward Buys
125 E. 11th Street
Austin, TX 78701
Edward.Buys@txdot.gov
IP Address: 204.64.21.234

## Record Tracking

Status: Original
10/14/2024 9:53:19 AM
Holder: Edward Buys
Edward.Buys@txdot.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: Texas Department of Transportation
Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Jeffery Vinklarek<br>Jeffery.Vinklarek@txdot.gov<br>TP&D<br>Texas Department of Transportation<br>Security Level: Email, Account Authentication (Optional) | Signed by: Jeffery Vinklarek, P.E.<br>Signature Adoption: Uploaded Signature Image<br>Using IP Address: 204.64.21.232 | Sent: 10/14/2024 10:00:15 AM<br>Viewed: 10/14/2024 12:45:32 PM<br>Signed: 10/14/2024 12:46:02 PM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 5/10/2016 8:34:49 AM<br>ID: b2907a5e-e6e2-4b7b-b399-2ffcedfd1b94 | | |
| Michael Barrow<br>mbarrow@ci.sealy.tx.us<br>Security Level: Email, Account Authentication (Optional) | Signed by:<br>Signature Adoption: Drawn on Device<br>Using IP Address: 12.20.201.250<br>Signed using mobile | Sent: 10/14/2024 10:00:16 AM<br>Viewed: 10/15/2024 8:26:23 AM<br>Signed: 10/15/2024 8:43:09 AM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 10/15/2024 8:26:23 AM<br>ID: de3f53ad-b927-4e1d-878e-05522c57755d | | |

| In Person Signer Events | Signature | Timestamp |
|---|---|---|
| **Editor Delivery Events** | **Status** | **Timestamp** |
| **Agent Delivery Events** | **Status** | **Timestamp** |
| **Intermediary Delivery Events** | **Status** | **Timestamp** |
| **Certified Delivery Events** | **Status** | **Timestamp** |
| **Carbon Copy Events** | **Status** | **Timestamp** |
| **Witness Events** | **Signature** | **Timestamp** |
| **Notary Events** | **Signature** | **Timestamp** |
| **Envelope Summary Events** | **Status** | **Timestamps** |

| Envelope Summary Events | Status | Timestamps |
| --- | --- | --- |
| Envelope Sent | Hashed/Encrypted | 10/14/2024 10:00:16 AM |
| Certified Delivered | Security Checked | 10/15/2024 8:26:23 AM |
| Signing Complete | Security Checked | 10/15/2024 8:43:09 AM |
| Completed | Security Checked | 10/15/2024 8:43:09 AM |

| Payment Events | Status | Timestamps |
| --- | --- | --- |

| Electronic Record and Signature Disclosure |
| --- |

## ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Texas Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

**Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

**Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

**Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

**All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Texas Department of Transportation:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: kevin.setoda@txdot.gov

**To advise Texas Department of Transportation of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kevin.setoda@txdot.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from Texas Department of Transportation**
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to kevin.setoda@txdot.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
**To withdraw your consent with Texas Department of Transportation**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to kevin.setoda@txdot.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

| | |
|---|---|
| Operating Systems: | Windows2000? or WindowsXP? |
| Browsers (for SENDERS): | Internet Explorer 6.0? or above |
| Browsers (for SIGNERS): | Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above) |
| Email: | Access to a valid email account |
| Screen Resolution: | 800 x 600 minimum |
| Enabled Security Settings: | • Allow per session cookies |

| | |
|---|---|
| | • Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection |

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Texas Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Texas Department of Transportation during the course of my relationship with you.

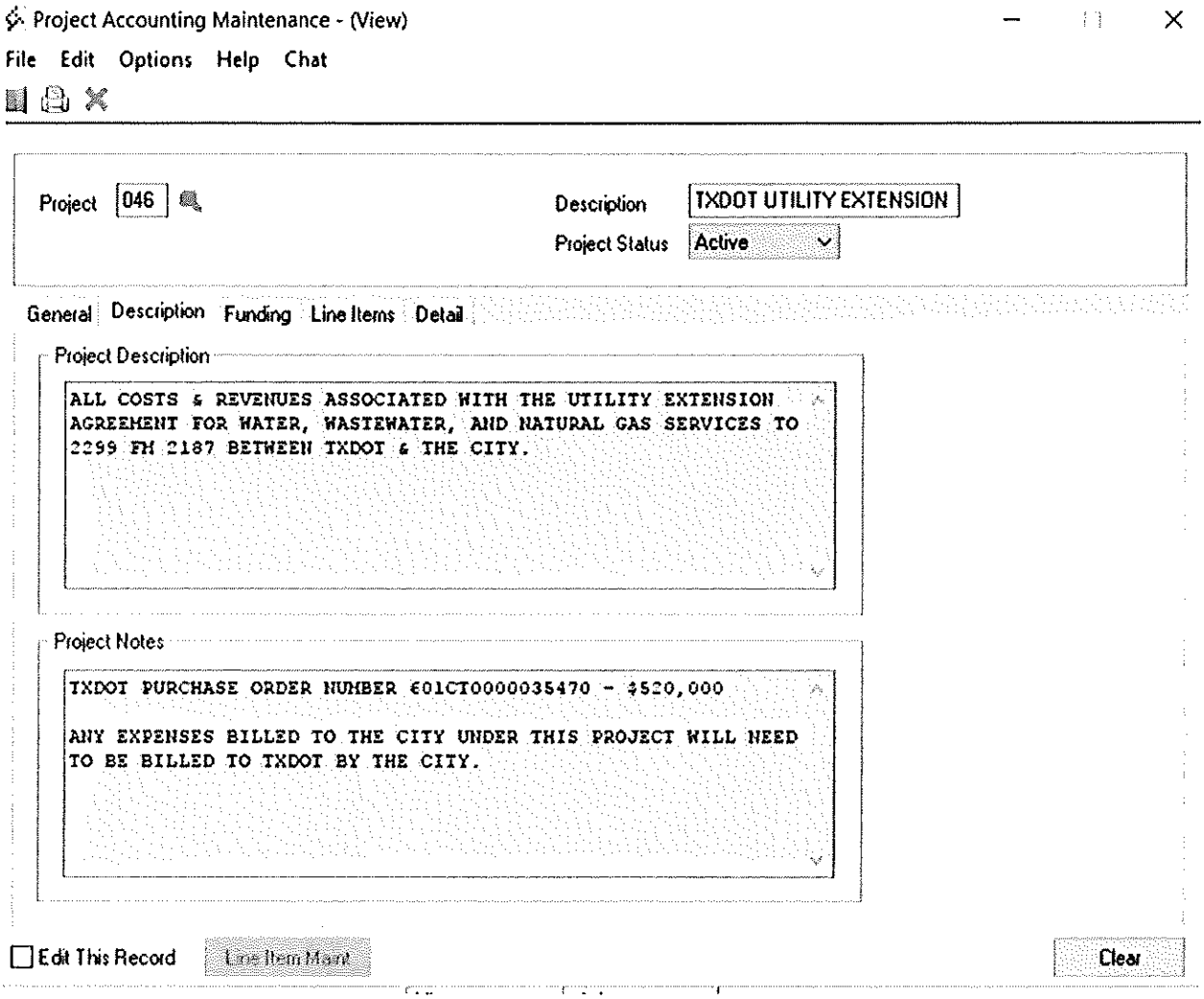
Texas Department of Transportation

**P.O. No: 601CT0000035470**
Solicitation Number: 0000005966
P.O. Date: 05/13/2024

| To: | Agency To Invoice: |
|---|---|
| **CITY OF SEALY**<br>ATTN DIRECTOR OF FINANCE<br>PO BOX 517<br>SEALY TX 77474-0517<br>United States | 601CT_Contracting Groups<br>125 E 11TH ST<br>AUSTIN TX 78701-2483<br>United States |
| VENDOR ID: 1746003140-004 | BUYER: Koether, Keslie |

| Line Item | Item Description | Quantity | Unit | Unit Cost | Extended Cost |
|---|---|---|---|---|---|
| | **SHIP TO THE FOLLOWING LOCATION UNLESS OTHERWISE NOTED:**<br>6230 East Stassney Lane<br>Austin TX 78744<br>United States | | | | |
| 1 | **91082000000**<br>**WIRING AND OTHER ELECTRICAL MAINTENANCEAND REPAIR SERVICES**<br>Promise Date: May 13, 2024 | **520,000.00** | **EA** | **$1.00** | **$520,000.00** |
| | **The following comments apply to the entire Order.**<br><br>**City of Sealy**<br>**DEPT ID 380000**<br>**ACCT 7299**<br>**AY 2024**<br>**APPN 41045**<br>**FUND 0006**<br>**PCBU 60177**<br>**PROJ ID 13380421316**<br>**ACTIVITY FAC**<br>**SOURCE 766**<br><br>**Req # 5953**<br>**RFQ # 5966**<br>**Contract # 14771** | | | | |
| | | | | **Total PO Amount** | **$520,000.00** |

**Unauthorized**


Project Accounting Maintenance - (View)
File Edit Options Help Chat
Project 046
Description TXDOT UTILITY EXTENSION
Project Status Active
General Description Funding Line Items Detail
Project Description
ALL COSTS & REVENUES ASSOCIATED WITH THE UTILITY EXTENSION AGREEMENT FOR WATER, WASTEWATER, AND NATURAL GAS SERVICES TO 2299 FM 2187 BETWEEN TXDOT & THE CITY.
Project Notes
TXDOT PURCHASE ORDER NUMBER 601CT0000035470 - $520,000
ANY EXPENSES BILLED TO THE CITY UNDER THIS PROJECT WILL NEED TO BE BILLED TO TXDOT BY THE CITY.
Edit This Record
Line Item Maint
Clear

Item #6

**CITY COUNCIL AGENDA ITEM NO:** Discussion and possible action to approve the Classic Choice Project and a performance agreement providing an SEDC business incentive expenditure not to exceed $1,500.
**MEETING DATE:** September 16, 2025
**PROVIDED BY:** Sealy EDC

# STAFF REPORT

## DESCRIPTION

The Sealy Economic Development Corporation has received an Incentive application from a new business, Classic Choice Awards & Gifts, requesting $1,500 in support of a new outdoor sign project. The funding would assist with outdoor exterior sign materials, labor, and electrical.
The proposed scope of work includes:

- Preparation of building for exterior signage
- The Classic Choice Awards and Gifts sign
- Installation of new exterior sign and electrical

The project is scheduled to be completed in November 2025.

## ANALYSIS

Classic Choice Awards and Gifts is a new small business dedicated to providing high-quality trophies, awards, advertising specialties, and personalized gifts. The shop will operate, combining awards & engraving with a gift shop. Within the first two years of operation, the business owner, Jana Sommerset, projects that the business will generate up to $150,000 in revenue. Jana has a clear marketing plan, which will include launching an e-commerce platform. This will allow the business to reach customers beyond Sealy, bringing new revenue generation into the city. The business's competitive advantage includes expert, high-quality engraving, locally themed gifts, and a fast turnaround time to meet customer demands. In addition, the business plans to support other small businesses by sourcing inventory and materials locally whenever possible.

The business owner explained that the business's engraving machine is a state-of-the-art C02 & fiber laser for wood, metal, acrylic, and glass. This technology allows for custom work on items such as personalized engraving on mugs, keychains, cutting boards, jewelry, and custom signage & nameplates.

Jana Sommersett is not new to this industry; she has owned a similar business in another city for over nine years. She sees this grant as a strategic advantage for a stronger start in the Sealy Community. The project leads to sales tax generation and new employment. Over the next five years, the business owner projects steady growth in both staff and revenue, which will contribute to Sealy's Downtown economic vitality.

## FINANCIAL IMPACT

Total Project Cost: $5,916
Requested Funding: $1,500

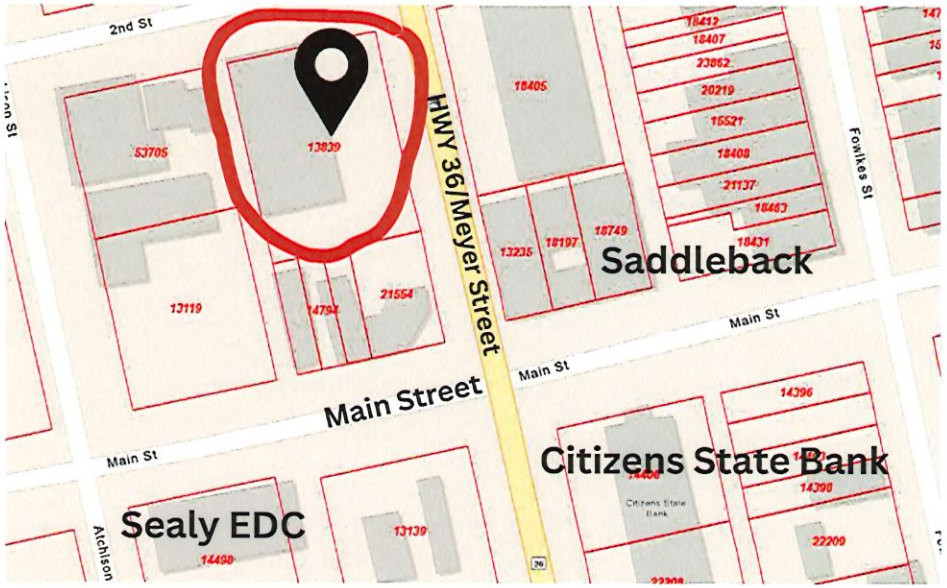
Funding can be sourced from the SEDC's Line Item 55610 Business Incentives for FY 2025-2026 for $1,500.

## RECOMMENDATION

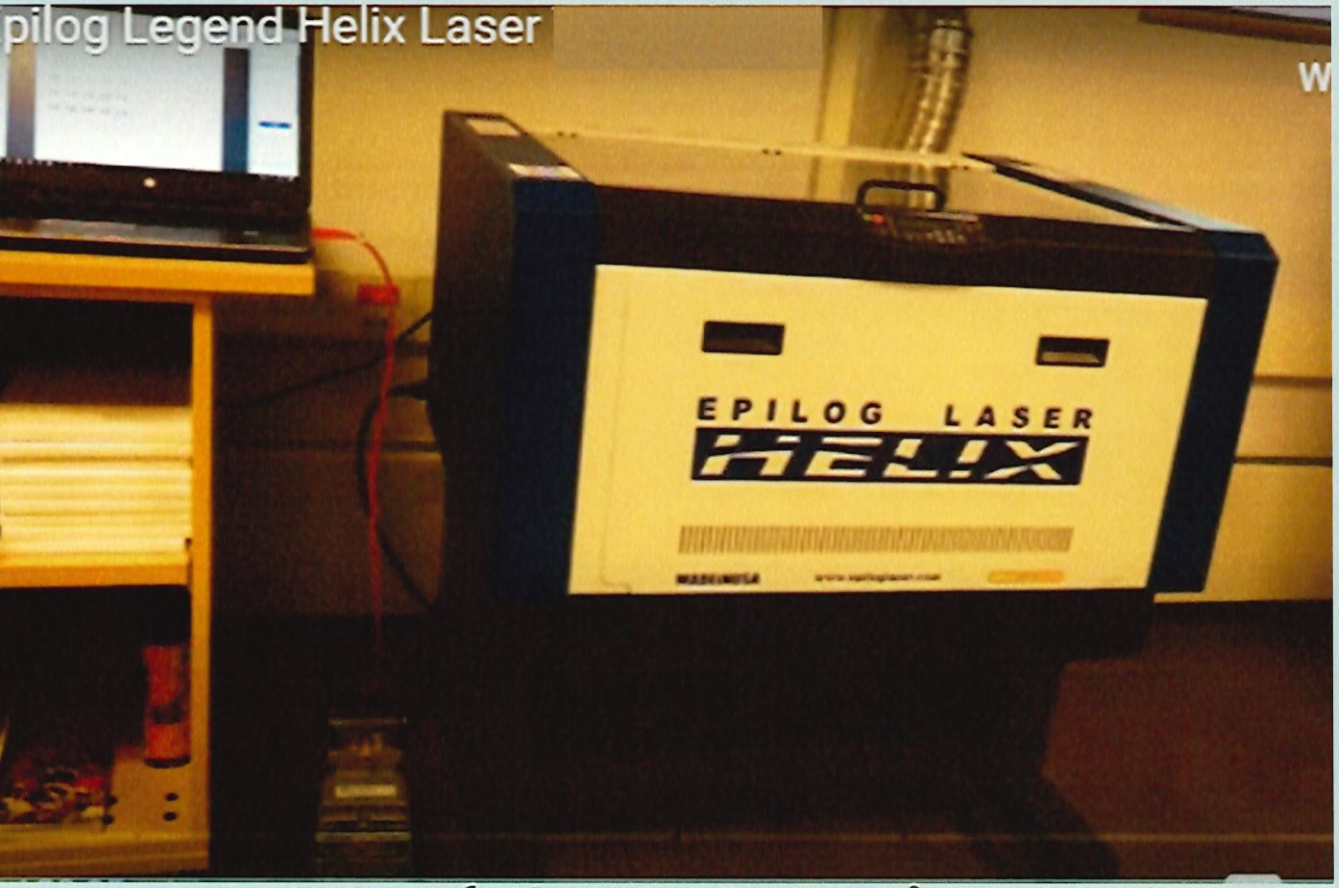
The Sealy EDC Board and staff recommend approval of the incentive request in the amount of $1,500 for the Classic Choice Sign Project to support a new small business, Classic Choice Awards & Gifts.

# Classic Choice New Outdoor Signage Project

## Location & Layout



SEALY·EDC
TEXAS.USA




**State-of-the-Art Engraving Machine**

SEALY·EDC
TEXAS.USA

**Mission**

To provide high-quality trophies, awards, and personalized gifts with expert engraving services for the Sealy community and the surrounding area.

The Marketing Plan includes an e-commerce platform

# The Classic Choice Project

Recent Restoration of building and parking lot

Total Investment projected at $40,000 for project. 1st year

Sealy EDC requested funding $1,500.

**Example**

**Benefits**

- Sales Tax Generating business
- Creates and fills space for retail downtown & HWY 36
- Creates one full-time job plus plans for more in the future
- The building & parking lot are newly refurbished.
- This project qualifies under Texas Local Government Code 505.158, projects related to business development & improvements found by the Board to promote new or expanded business development

**Performance Agreement Terms**

SEALY·EDC
TEXAS.USA

- Obtain all required permits
- Install Outdoor Sign
- Follows Exhibit A, with a quote for option #3 from Vital Signs
- Total investment of $3,000 or more for outdoor sign (quote is $5,916.41 + permitting)
- Complete work on or before March 30, 2026
- If all terms are met, SEDC funds $1,500 for the project
- 12 months after receiving COO, staff verifies 1 full-time employee/job

# Performance Agreement

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT
BETWEEN THE SEALY ECONOMIC DEVELOPMENT CORPORATION
AND CLASSIC CHOICE AWARDS & GIFTS, LLC

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 Classic Choice Awards & Gifts, LLC., hereinafter sometimes collectively referred to as the "Parties."

## RECITALS

**WHEREAS**, this Agreement is intended to encourage and promote new or expanded business development as well as create new jobs and employment opportunities 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**, Classic Choice Awards & Gifts, LLC, has requested, and the EDC desires to provide financial assistance to Classic Choice Awards & Gifts, LLC, for a new sign project ("Project"); and

**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 that the Project constitutes economic investment in the City; 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 Classic Choice Awards & Gifts, LLC, 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 Classic Choice Awards & Gifts, LLC, each agree as follows:

**TERMS**

1.1. Grant. The EDC agrees to provide a grant of up to $1,500 to Classic Choice Awards & Gifts, LLC, for new signage. This grant is for the business's location at 203 Meyer Street #101, Sealy, Texas, 77474. The purpose of this grant is to promote economic development and improve the aesthetics of the Highway 36 and Main Street area. The project includes new outdoor signage materials, electrical work, lighting, and labor as shown in Exhibit A. The EDC's contribution will not exceed half of the total project cost. To receive the full $1,500 grant, the business owner must install a sign with a minimum total cost of $3,000. If the sign costs more than $3,000, the grant amount will remain capped at $1,500. The new sign must be installed by March 30, 2026.

b. Benchmark 1: Business owner shall:

Complete electrical and installation of outdoor signage as shown in Exhibit A. The total investment for the sign shall be at least $3,000.00. In addition, the building owner shall receive a Certificate of Occupancy from the City of Sealy, Texas, which must occur on or before March 30, 2026.

c. Benchmark 2: Business Owner shall:

Retain business ownership and to not sell or assign such business to another person or entity for two (2) years. The business owner shall ensure the job creation and retention of at least one (1) full-time employee/job for at least twelve (12) months after receiving a certificate of occupancy from the City of Sealy, Texas. Retention of employee/job will be verified by the EDC by means of proof to be determined at the discretion of the EDC Executive Director or Board President.

1.2. Proof of Proper Expenditure. As a condition of this Agreement, Classic Choice Awards & Gifts, LLC, shall provide the EDC with a copy of receipt(s) demonstrating the use of the grant provided in paragraph 1.1.

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 Project for which Classic Choice Awards & Gifts, LLC, is responsible, nor does the EDC assume any legal liability for any action, duty, right, obligation, or responsibility of Classic Choice Awards & Gifts, LLC, or its successors or assigns by virtue of Classic Choice Awards & Gifts, LLC, execution of this Agreement.

1.4. Completion. This Agreement shall be deemed complete upon (1) the EDC tendering its grant to Classic Choice Awards & Gifts, LLC, or upon Classic Choice Awards & Gifts, LLC, request, tendering its grant to a third-party on behalf of Classic Choice Awards & Gifts, LLC, and (2) Classic Choice Awards & Gifts, LLC, tendering to the EDC copies of receipts or other invoices demonstrating the use of the grant for expenditures relating to signage. (3) Classic Choice Awards & Gifts, LLC, attaining all permits necessary for the new signage project, completing the project as provided in Exhibit A of the performance agreement, and receiving a certificate of occupancy from the City of Sealy. (4) The business owner shall ensure the job creation and retention of at least one (1) full-time employee/job for at least twelve (12) months after receiving a certificate of occupancy from the City of Sealy, Texas.

1.5. Default. Classic Choice Awards & Gifts, LLC, shall be in default under this Agreement if it uses the EDC's grant for any purpose other than for expenditures related to signage, fails to complete work in the timeframe set forth herein, or fails to satisfy the employment requirement contained herein. In the event of Classic Choice Awards & Gifts, LLC, default, it shall refund any and all grant fund proceeds to the EDC upon default. Classic Choice Awards & Gifts, LLC, shall tender its refund to the EDC within thirty (30) days of Classic Choice Awards & Gifts, LLC, receipt of the EDC's written request.

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.

| | |
|---|---|
| **AGREED AND ACCEPTED:** | **AGREED AND ACCEPTED:** |
| Sealy Economic Development Corp. | Classic Choice Awards & Gifts, LLC, |
| _____ | _____ |
| By: _____ | By: _____ |
| Its: President | Its: _____ |
| Date: _____ | Date: _____ |

# Exhibit A

Exhibit A

# Application for Incentives/Business Information Form

EDC August 26
City Council Sept 16

CITY OF SEALY, TEXAS

Sealy Economic Development Corporation

**Business Applicant Name:** Classic Choice Awards & Gifts

**Date of Application:** August 1, 2025

Redacted Version

Legal name of business: Classic Choice Awards & Gifts, LLC

☑ LLC ☐ Inc. ☐ Other:

Principal Owner(s) Name(s) & Title(s): Jana Summersett

Person(s) authorized to commit your firm to a contract: Jana Summersett

Email(s): info@classicchoiceawards.com Phone Number(s): 281-217-

Physical Address: 203 Meyer Street #101 Sealy TX ☐ Own ☑ Lease

If land/building is being purchased, what is the projected closing date: Building is Leased

If land/building is owned, what is the acreage and value: Not owned

Will land/building be titled in a different name? Yes, DBRTP LLC

Projected Ground Breaking Month/Year: Projected Completion Month/Year:

☑ New ☐ Relocation ☐ Expansion, if Expansion, what is the current number of on-site full-time jobs:

If Relocation or Expansion, number of years in business/ location: —

Will project have high visibility, image impact, or be located near a gateway of the City, or contribute to the aesthetic appeal in the design and materials of the building, landscape or greenspace? ☐ No ☒ Yes, If Yes, explain:

Signage will be viewed by HWY 36

Did project request a variance from the City of Sealy's code of ordinances? ☑ No ☐ Yes:

Is project LEED Certified? ☒ No ☐ Yes

Type of Business: ☐ Manufacturing Only ☐ Manufacturing and Sales ☑ Retail ☐ Technology ☐ Restaurant/Entertainment ☐ Service ☐ Distribution ☐ Cold Storage ☐ Winery/Brewery ☐ Food Sales/Service ☐ Other:

Providing promotional item, awards, and gifts for sale

Describe: trophies, laser engraving

Contractor Name: Katy Signs

TCEQ Permit required: ☒ No ☐ Yes,

Explain:

Any other Permits or Licenses required, other than City permits: N/A

Does project pose any negative operational, visual or other impacts, such as noise or traffic congestion? ☐ No ☒ Yes

If Yes, explain: parking lot is small for both large businesses.

Will there be heavy truck traffic to and from the site on a regular basis? ☒ No ☐ Yes:

Will a traffic study be initiated by the Project? ☒ No ☐ Yes

Number of Phases:

☐ One Phase, Describe: Install Sign

☐ Two Phases, Describe Phase 2: —

Time to begin Phase 2 following completion of Phase 1:

☐ Three, Describe: —

NAICS (North American Industry Classification) CODE: 453998

How will project be funded: ☑ Cash ☐ Loan: Details -

FEIN: TID:

Site location/Project Considerable Features:

☑ Rehabilitation Project ☐ Supports City's Comp Plan

☐ Unique or unequaled contribution to Sealy

☐ Desirable aesthetic appeal ☐ Beautification Project

If any considerable features are included, please describe: Building newly refurbished

Will infrastructure construction be required for the site? ☑ No ☐ Yes, If Yes, what are you requiring from the City? ☐ Water ☐ Sewer ☐ Gas, Describe:

What will your contribution be?

Are you considering other Texas locations? ☑ No ☐ Yes: If Yes, please indicate where:

What type of incentives/assistance are you seeking from the EDC / City of Sealy?

☐ Assistance with getting infrastructure to the site $ Type:

☐ Utility taps $ ☐ Impact Fees $

☐ Building Permits $

☑ Other: Signage $ $1,500

☐ Tax Abatement

## THE ITEMS ON THIS PAGE ARE REQUIRED FOR TAX ABATEMENT APPLICATION:

1. CHOOSE:

☑ Business Plan OR ☐ General description of the project to be undertaken & descriptive list of improvements for which an abatement is requested to include detailed report of capital improvements, scope of work, the product and/or services

See Business Plan Attached

2. List the reasons the abatement is necessary in order to have the project undertaken in the City of Sealy:

Opening a NEW business, am hoping the City and/or County wants to encourage economical development. Allow for more money back into the shop for marketing, equipment + inventory. To allow the location to get off to a good start, which allows for employment of individuals in the town. Job creation and allows for additional investment in the town.

### LEED TAX ABATEMENT

*(If Applicable to Project)*

Applicable LEED Green Building Rating System and Version on which the Certification will be based:
Rating System: _____ Version: _____

Level and Number of Points of LEED Rating System at which applicant expects Certification:
Level: _____ Number of Points: _____

Proof that Project has been registered with the US Green Building Council:
Proof of Registration: _____

Information on LEED Accredited Professional assigned to the Design Team for the Project, if applicable:

| | | | |
|---|---|---|---|
| Contact Person: | Jana Summersett | Title: | Business Owner |
| Address: | 203 Meyer St. # 101 Sealy | | |
| Office #: | 101 | Mobile #: | 281- |
| Email Address: | info@classicchoiceawards.com | | |

**THE INFORMATION ON THE FOLLOWING PAGES IS REQUIRED FOR APPLICATION FOR ALL TYPES OF INCENTIVES:**

| Capital Investment: | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 | TOTAL |
|---|---|---|---|---|---|---|
| LAND<br>Acreage:<br>_____ | $<br>N/A | $<br>N/A | $<br>N/A | $<br>N/A | $ | $ |
| BUILDING<br><br>Size:<br>1400 | $<br>Percentage of cost for LABOR:<br>0 %<br>Percentage of cost for MATERIALS:<br>0 %<br>Percentage of materials that are taxable supplies:<br>0 % | $<br>Percentage of cost for LABOR:<br>0 %<br>Percentage of cost for MATERIALS:<br>0 %<br>Percentage of materials that are taxable supplies:<br>0 % | $<br>Percentage of cost for LABOR:<br>0 %<br>Percentage of cost for MATERIALS:<br>0 %<br>Percentage of materials that are taxable supplies:<br>0 % | $<br>Percentage of cost for LABOR:<br>0 %<br>Percentage of cost for MATERIALS:<br>0 %<br>Percentage of materials that are taxable supplies:<br>0 % | $<br>Percentage of cost for LABOR:<br>0 %<br>Percentage of cost for MATERIALS:<br>0 %<br>Percentage of materials that are taxable supplies:<br>0 % | $<br>Landlord is funding |
| EQUIPMENT<br>Owner expenses for Building Leasee 1 machine | $<br>Equipment purchases:<br>☑ Taxable<br>☐ Tax Exempt<br>*Machinery and equipment used in manufacturing or processing operations are not taxable* | $<br>Equipment purchases:<br>☑ Taxable<br>☐ Tax Exempt<br>*Machinery and equipment used in manufacturing or processing operations are not taxable* | $<br>Equipment purchases:<br>☑ Taxable<br>☐ Tax Exempt<br>*Machinery and equipment used in manufacturing or processing operations are not taxable* | $<br>Equipment purchases:<br>☑ Taxable<br>☐ Tax Exempt<br>*Machinery and equipment used in manufacturing or processing operations are not taxable* | $<br>Equipment purchases:<br>☑ Taxable<br>☐ Tax Exempt<br>*Machinery and equipment used in manufacturing or processing operations are not taxable* | $<br>Laser engraving machine is taxable<br>$11K total cost |
| FURNITURE/FIXTURES THAT ARE SUBJECT TO SALES TAX | $<br>N/A | $<br>N/A | $<br>N/A | $<br>N/A | $<br>N/A | $<br>— |
| BUILDING PERMIT Fees<br>Signage | $<br>~~N/A~~ | $<br>N/A | $<br>N/A | $<br>N/A | $<br>N/A | $<br>$700.00 sign permit |
| TOTAL CAPITAL INVESTMENT: | $<br>N/A | $<br>N/A | $<br>N/A | $<br>N/A | $<br>N/A | $ |
| Direct Pay<br><br>Requested Information: | ELIGIBLE<br>$800K or more of taxable purchases during construction each year of project | Will Participate | Year 1 Taxable Purchases for Construction | Year 2 Taxable Purchases for Construction | Year 3 Taxable Purchases for Construction | Year 4 Taxable Purchases for Construction |
| Response: | Indicate Eligibility:<br>☐ Yes ☐ No | Indicate if you are willing to participate:<br>☐ Yes ☐ No | $_____<br>*EDC USE ONLY:*<br>EDC revenue<br>$_____<br>COS revenue<br>$_____ | $_____<br>*EDC USE ONLY:*<br>EDC revenue<br>$_____<br>COS revenue<br>$_____ | $_____<br>*EDC USE ONLY:*<br>EDC revenue<br>$_____<br>COS revenue<br>$_____ | $_____<br>*EDC USE ONLY:*<br>EDC revenue<br>$_____<br>COS revenue<br>$_____ |
| ON SITE Full-time Jobs:<br>Landlord Supplies All employees for project — | New Created:<br>N/A | New Jobs Created - Year 1<br>N/A | New Jobs Created - Year 2<br>N/A | New Jobs Created - Year 3<br>N/A | New Jobs Created - Year 4<br>N/A | New Jobs Created - Year 5<br>Leasee has no capital in the building No Job created |

| Only list those jobs that will work on-site, not remote workers. If you have remote workers please list on a separate piece of paper. | _____ - _____ TOTAL JOBS Created between years 1 – 5 | # 1, 5 | # 2 | # 3 | # 4 | # 4 |
|---|---|---|---|---|---|---|
| Wages/Salary: | CHOOSE:<br>☐ Minimum wage<br>☑ National median income for NAICS per Bureau of Labor Statistics<br>$_____ / HR<br>☐ Top tier 15% over national median<br>$_____<br>☐ Other:<br>$_____<br>Please choose: Percentage of annual increase in wages over national average:<br>☐ 2%<br>☑ 3% | Benefits:<br>☐ Health Insurance, 50% or more paid by employer<br>☐ Dental/Vision Insurance<br>☐ Profit Sharing<br>☐ Retirement/ 401K<br>☐ Disability Insurance<br>☐ Life Insurance<br>☐ Vacation days: _____<br>☐ Sick days: _____<br>☑ Paid holidays — Christmas | Submit an attachment with description of all job types, wages/salaries, and relevant employment information for all staff that will be employed on the site. — Customer service – yr 1 – $12.00 p/hr; $13-15 per/hr > year 2<br>Laser Engraver<br>Production<br>accounting – year 3 – $40K p/yr<br>Manager – year 4 – $40K p/yr<br>year 5 – unknown – pending. | | | |
| Percentage of new employees relocating to Sealy | ☐ 20% ☐ 50%<br>☐ 30% ☐ 60%<br>☐ 40% ☐ 75% | Unknown | | | | |
| Company's annual taxable purchases in the City of Sealy (Materials, supplies, services) | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 |
| | Sealy currently doesn't have a market for the supplies | | | | | |
| ☐ 2% annual increase<br>☐ 3% annual increase | $ | $ | $ | $ | $ | $ |
| Taxable Inventory Value at the end of each year, Years 1-5 | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | |
| ☐ 2% annual increase<br>☐ 3% annual increase | $ | $ | $ | $ | $ | CONTINUED NEXT PAGE |
| Taxable Inventory Value at the end of each year, Years 6-10 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 | Low inventory as |
| ☐ 2% annual increase<br>☐ 3% annual increase | $ | $ | $ | $ | $ | warehouses. |
| Annual Taxable Sales | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Locations in Tx |
| ☐ 2% annual increase<br>☐ 3% annual increase | $ | $ | $ | $ | $ | |
| Estimated Utility Usage/ Requirements IF KNOWN - | WATER<br>Select:<br>☐ Per Day ☐ Per Month | WASTEWATER<br>Select:<br>☐ Per Day ☐ Per Month | SOLID WASTE<br>Select:<br>☐ Per Day ☐ Per Month | ELECTRICITY<br>Select:<br>☐ Per Day ☑ Per Month | NATURAL GAS<br>Select:<br>☐ Per Day ☐ Per Month | OTHER: |
| MONTHLY PURCHASES:<br>*Please respond if known, otherwise indicate N/A:* | $ | $ | $ | $ $200 | $ | $ |
| Estimated TOTAL Annual Utility Expenses | $ | $ | $ | $ $24K | $ | |

**THE INFORMATION ON THE FOLLOWING PAGES IS REQUIRED FOR APPLICATION FOR ALL TYPES OF INCENTIVES:**

**Please ensure that the following items have a response or are attached with your submission:**

☑ **Map** showing the location of the proposed site/project
☑ **Property description**
☐ ~~**Plat of proposed site property,**~~ demonstrating the number and location of all proposed improvements of the property
☐ **Where will inventory be stored?** most all inventory will be ordered and production completed some will be onsite. (Low inventory)
☐ **Detailed report of employment opportunities, wages/salaries**
☐ **Current financial statement/Proof of financial health –**
List item attached: _____

~~**In the case of MODERNIZATION,**~~ **include:**
☐ **statement of the assessed value of the facility separately stated for real and personal property for the tax year immediately preceding the application.**

_____

_____

Jana Summerset
Applicant Signature/ Title

7/17/25
Date

Thank you for completing the City of Sealy/Sealy EDC's Impact Analysis Business Information Form. Please submit this form to the emails listed below. We appreciate your interest in considering Sealy, Texas.

**EDC INCENTIVES REQUEST** - Please return the completed application to:

| | | |
|---|---|---|
| Bill Atkinson, Sealy EDC Executive Director | batkinson@ci.sealy.tx.us | 979-627-6121 |
| Katherine Ellis, SEDC Deputy Executive Director | kellis@ci.sealy.tx.us | 979-627-6127 |

Sealy EDC, P.O. Box 517 330 Main Street Suite 8, Sealy, Texas 77474

**CITY OF SEALY TAX ABATEMENT REQUEST** – Please return the completed application to:

| | | |
|---|---|---|
| Kimbra Hill, City Manager | khill@ci.sealy.tx.us | 979-627-6106 |
| Sandra Vrablec, City Secretary | svrablec@ci.sealy.tx.us | 979-627-6116 |

1. Landlord is responsible for everything & all information within this section.

2. Lessee has no information available for this section ~~Lessee~~.

# Classic Choice Awards & Gifts

5-Year Financial Projection for Sealy, TX Tax Abatement Application

## Projected Operating Data

| Year | Revenue | Employees | Labor Cost | Labor % | Materials Cost | Materials % | % Taxable |
|---|---|---|---|---|---|---|---|
| 1 | $60,000 | 1.5 | $42,000 | 63% | $18,000 | 27% | 95% |
| 2 | $63,000 | 1.5 | $42,000 | 60% | $18,900 | 27% | 95% |
| 3 | $68,000 | 2 | $56,000 | 63% | $20,400 | 23% | 95% |
| 4 | $75,000 | 3 | $84,000 | 67% | $22,500 | 18% | 95% |
| 5 | $85,000 | 4 | $112,000 | 70% | $25,500 | 16% | 95% |

## Total Capital Investment (Year 1): $50,000

- $25,000 loan for build-out/fixtures
- $20,000 leased engraving machine
- $5,000 other fixtures/equipment

*Assumptions: Revenue starts at $60,000 with modest growth; labor costs include wages, payroll taxes, and benefits; materials costs are estimated at 30% of sales initially; 95% of sales are taxable. Capital investment includes loan-financed build-out, leased equipment, and fixtures. Percentages are calculated based on total operating expenses.*

Bid #1 Vital Signs.

VITAL SIGN SOLUTIONS

Orders | Estimates | History | Account Details | Log Off

## ESTIMATE DETAILS

**#EST-3051**

**Estimate Description**
Custom Business Signage - Channel Letters

**Ordered By**
Jana Summersett **(Classic Choice Awards & Gifts)**

| | |
|---|---|
| Estimate Subtotal: | $5,685.00 |
| Tax: | $231.41 |
| Total: | $5,916.41 |

PDF Estimate

## Products

Approve Multiple Products

**1. Custom Channel Letters & Logo Box (Ensure the facade can hold 250lbs)**

This proof is in PDF format, click to view.

**Status:** Estimate - Under Revision

Price: $5,685.00 Quantity: 1

View / Add Comments

SIGN A QTY. 1

**LOGO OPTIONS**

VINYL COLORS:

V1: 3M EUROPEAN BLUE 3630-137

## LOGO OPTIONS

1.

Classic Choice
AWARDS & GIFTS

2.

Classic Choice
AWARDS & GIFTS

OPTION # → 3.

Classic Choice
AWARDS & GIFTS

SIGN LAYOUT
SCALE: 1-1/2" = 1'-0"

SIGN ELEVATION
SCALE: 1/4" = 1'-0"

OPTION 2
SCALE: 1/4" = 1'-0"



Signs of Katy
(346) 467-5807
SIGNS | BANNERS | LED DISPLAYS
www.signsofkaty.com

PROJECT: CLASSIC CHOICE AWARDS
LOCATION: 203 MEYER ST.
CITY/STATE: SEALY, TX 77474
DATE : 03.06.25
SALES REP:
DRAWN BY:
DRAWING#: SK0014

REVISIONS

SIGNATURES

CLIENT APPROVAL
SIGNED:_____ DATE:_____

LANDLORD APPROVAL
SIGNED:_____ DATE:_____

SALES
SIGNED:_____ DATE:_____

| | SIGN | LED DISPLAY |
|---|---|---|
| ELECTRICAL LOAD: | | |
| 20 AMP CIRCUIT(S): | | |

PROVIDE PRIMARY ELECTRICAL AT CENTER OF SIGN
CLIENT TO PROVIDE ALL PRIMARY ELECTRICAL SERVICES

UL INSTALLATION REQUIREMENTS

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER

120 VOLT ELECTRICAL SERVICE

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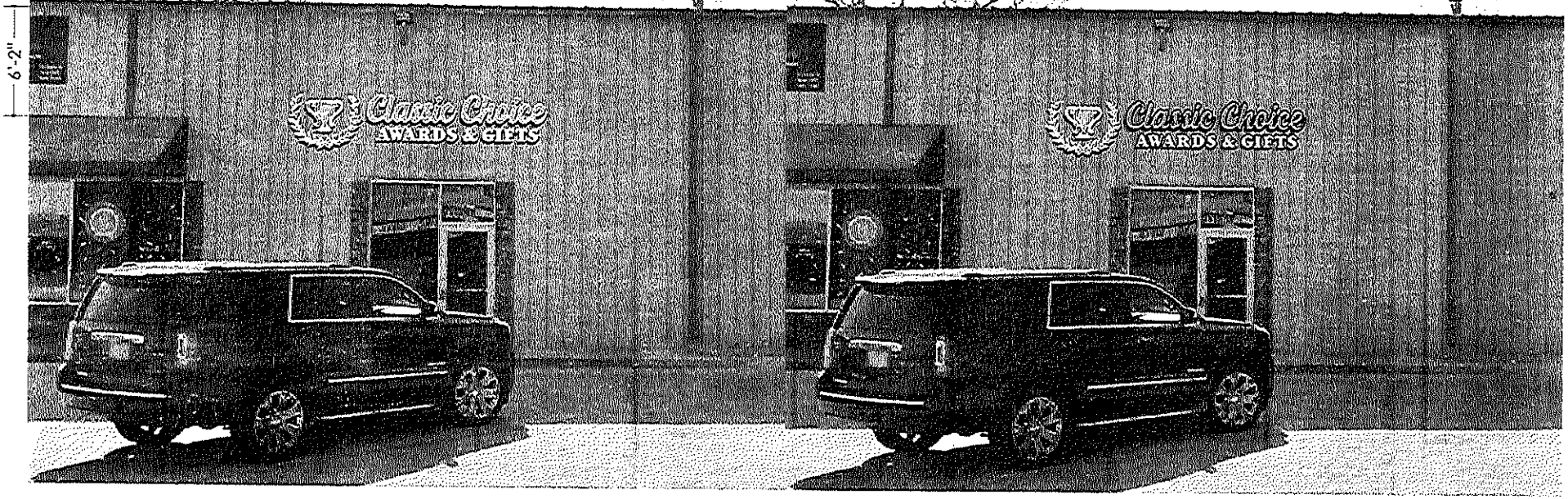
5 Year WARRANTY
ON ALL PARTS, ALL LABOR, ALL SIGNAGE

Option 3

Option 4

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PROJECT: CLASSIC CHOICE AWARDS
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DATE : 03.06.25
SALES REP:
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REVISIONS

SIGNATURES

CLIENT APPROVAL
SIGNED:_____ DATE:_____

LANDLORD APPROVAL
SIGNED:_____ DATE:_____

SALES
SIGNED:_____ DATE:_____

SIGN LED DISPLAY
ELECTRICAL LOAD:
20 AMP CIRCUIT(S):

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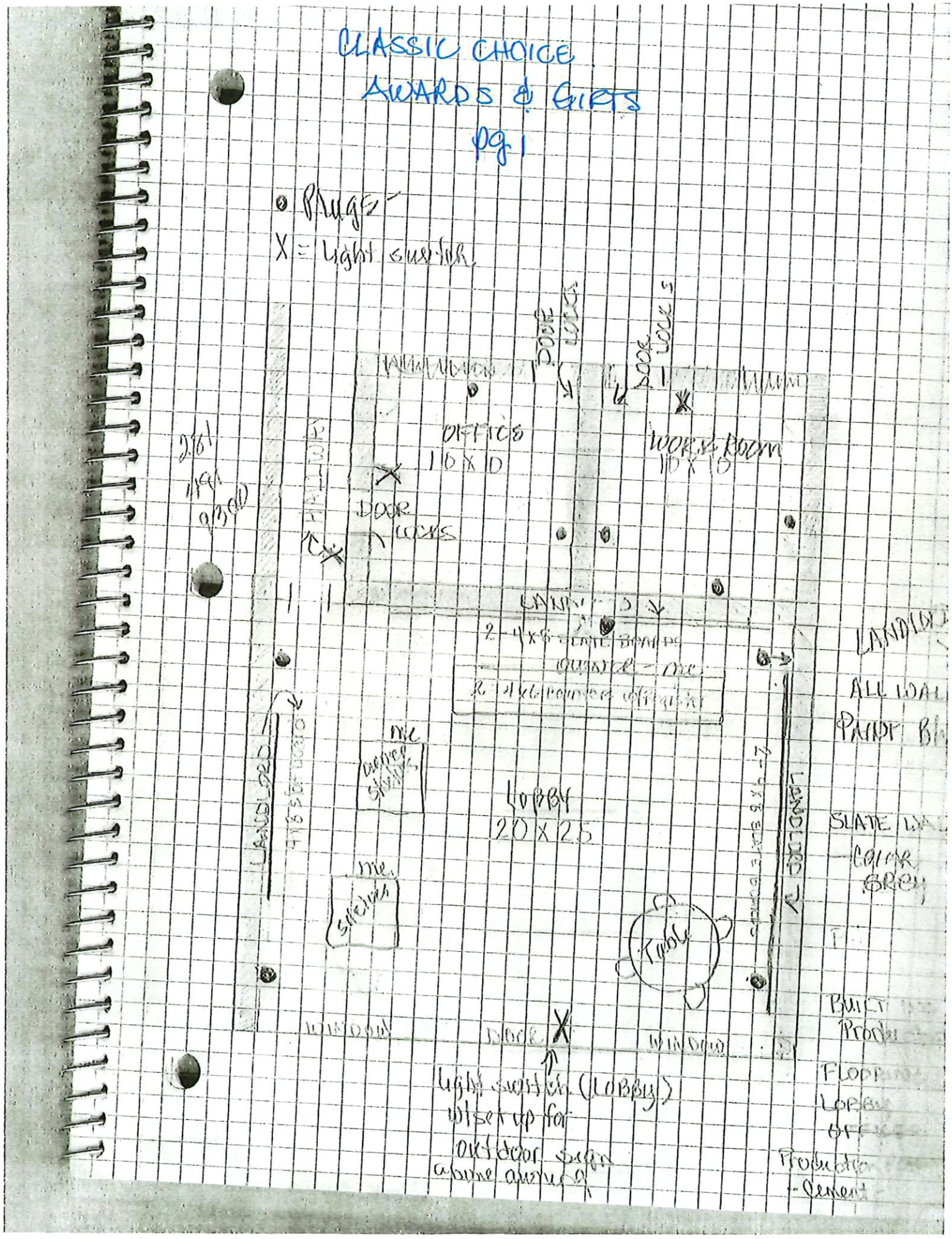
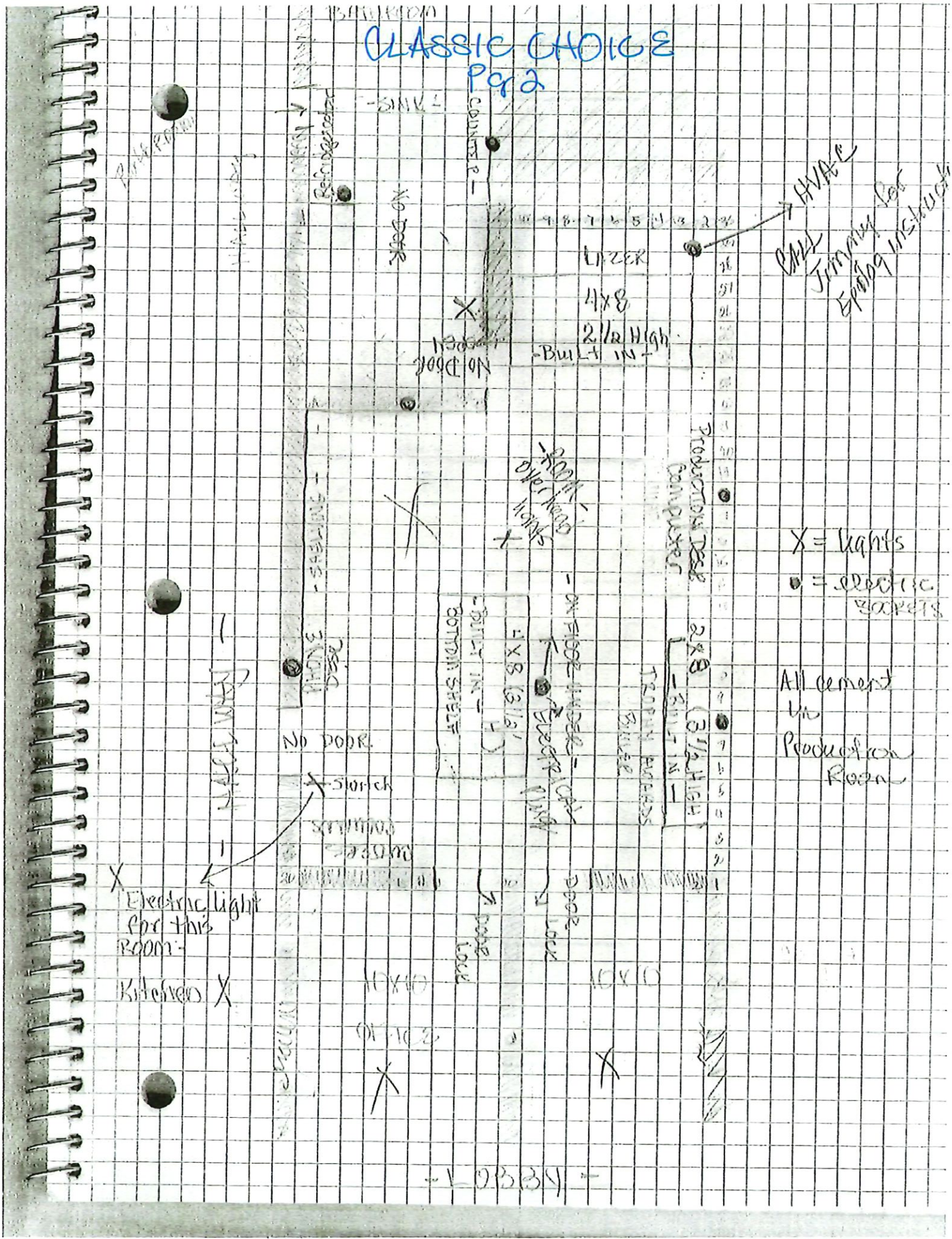
ALL PARTS, ALL LABOR
ALL SIGNAGE

# Shop Plan Drawing

# CLASSIC CHOICE AWARDS & GIFTS

pg 1




CLASSIC CHOICE
Pg 2
No Door
Counter
Refrigerator
Linen
4x8
2 1/2 High
Built In
HVAC
Production Desk
Computers
Overhead Doors
Electric Light
Electric Outlet
Built In
Bottom Shelves
No Door
Storage
Electric light for this Room:
Kitchen
Production Room
X = lights
= Electric Outlets
All cement
Up

**PAN SIGN**

CLASSIC CHOICE

60"w x 52.75"h

**CHANNEL LETTERS**

96"w

AWARDS 15"h

& GIFTS 15"h

PROJECT #: 2805 | Rev.

DATE: 03.05.2025

1 : 0.00
Scale

Unspecified Tolerances
0 in = +/- .250
0.0 in = +/- .125
0.00 in = +/- .064

CLIENT NAME: Classic Choice

INSTALL LOCATION: 203 Meyer Street Suite 101 Sealy, Tx 77474

DISCRIPTION: Store front channel letter sign

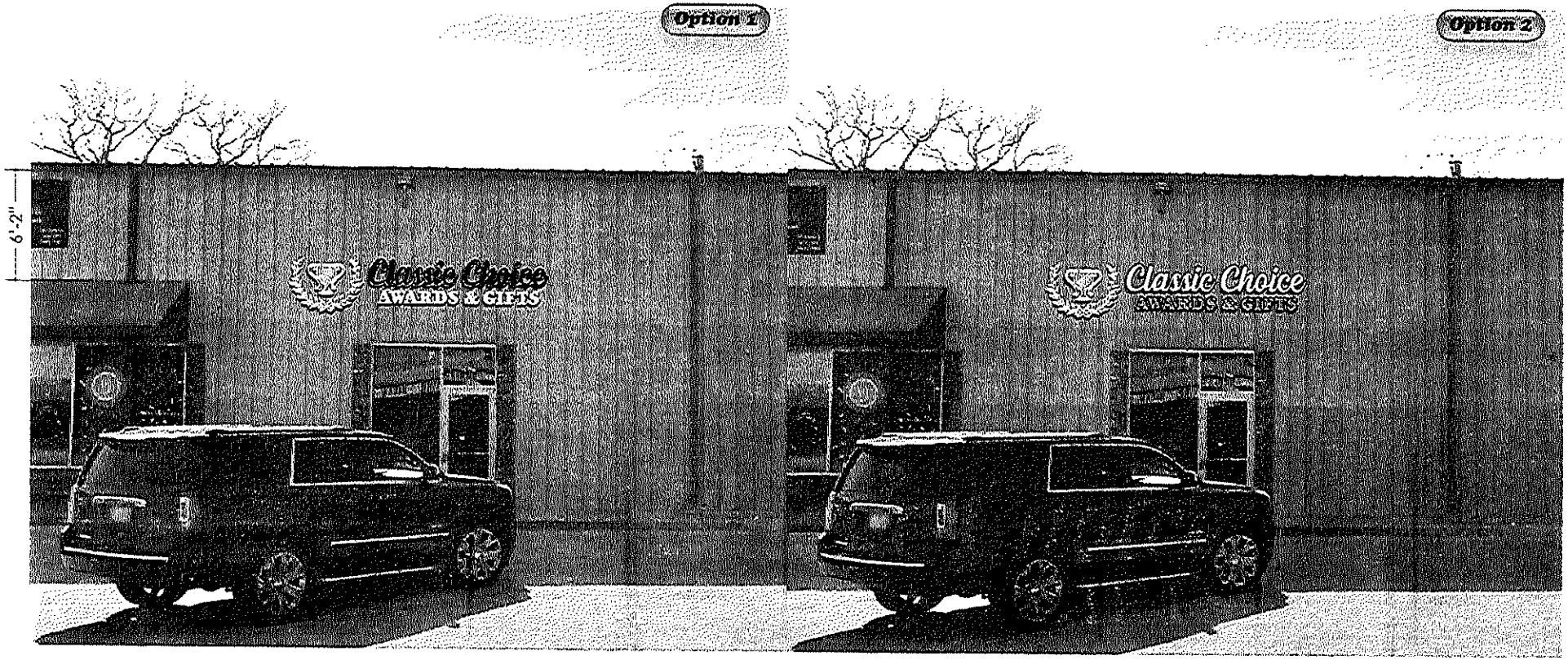
This drawing is the sole and exclusive property of Vital Sign Solutions and is protected under the copyright laws of the United States of America. This drawing was created in conjunction with a project proposed by Vital Sign Solutions and it is forbidden to copy, transmit or display this drawing to anyone other than members of Vital Sign Solutions. Fees can be assessed if shared or taken to other vendors. Three revisions are allotted per proof/rendering. Fees can occur if more revisions are requested.

COLORS:

Vital Sign Solutions
346.307.7557
5140 Franz Rd. Suite 400
Katy, TX 77493
info@vitalsignsolutions.com

Option 1

Option 2




Signs of Katy
(346) 467-5807
SIGNS | BANNERS | LED DISPLAYS
www.signsofkaty.com

PROJECT: CLASSIC CHOICE AWARDS
LOCATION: 203 MEYER ST.
CITY/STATE: SEALY, TX 77474
DATE : 03.06.25
SALES REP:
DRAWN BY: (QUALITY CONTROL)
DRAWING#: SK0014 (FABRICATION MASTER)

REVISIONS

SIGNATURES

CLIENT APPROVAL
SIGNED: _____ DATE: _____

LANDLORD APPROVAL
SIGNED: _____ DATE: _____

SALES
SIGNED: _____ DATE: _____

| | SIGN | LED DISPLAY |
|---|---|---|
| ELECTRICAL LOAD: | | |
| 20 AMP CIRCUIT(S): | | |

PROVIDE PRIMARY ELECTRICAL AT CENTER OF SIGN
CLIENT TO PROVIDE ALL PRIMARY ELECTRICAL SERVICES

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5 Year WARRANTY
ALL PARTS. ALL LABOR. ALL SIGNAGE

* Bid Doc for Sign Grant
Signs of Katy
$6750.00 plus permit.

Outlook

**Re: Fw: For my sign - Fonts (I forgot to include)**

From Steve Higueros <signsofkaty@gmail.com>
Date Fri 7/18/2025 12:34 PM
To Jana Summersett <info@classicchoiceawards.com>

Good morning Jana
Based on the option you liked, the price of the sign including the installation will be $6,750 plus permit. Turnaround time is about 3 weeks after deposit is made.
Let me know if you have any questions. The price is for Option 3 as you requested.

Thank you!


**STEVE HIGUEROS**
Manager (CEO)

Klambi

Klambi
BARKER CYPRESS RD.
KATY, TX 77449

o. : +1 (346) 467-5807
c. : +1 (832) 423-9504
e. : steve@signsofkaty.com
w. : www.signsofkaty.com


IT'S NOT JUST A SIGN, IT'S ABOUT MAKING TRADEMARKS

facebook twitter Instagram

recycle Please consider the environment before printing this email.

On Thu, Jul 17, 2025 at 5:08 PM Jana Summersett <info@classicchoiceawards.com> wrote:

> Hi Steve,
> I have a meeting this next week for the Historic District grant for a discount on my sign.
>
> I need the price before that meeting please.
>
> Also, do you want payment 50/50 or in the day it is installed?
>
> it came to my attention October would be the ETA.
>
> please call or let me know if you need anything else from me?

# Business Plan for Classic Choice Awards & Gifts, LLC

## 1. Executive Summary

Business Name: Classic Choice Awards & Gifts, LLC

Location: Sealy, Texas

Business Type: Retail and Custom Engraving Services

Owner: Jana Summersett

### Mission Statement:

To provide high-quality trophies, awards, advertising specialties, and personalized gifts with expert engraving services to individuals, businesses, schools, and organizations in Sealy and surrounding areas.

### Business Concept:

Classic Choice Awards & Gifts, LLC will operate as a hybrid business, combining awards and engraving with a gift shop.

The store will offer:

- Custom trophies, plaques, and medals
- Corporate awards & employee recognition gifts & a gift shop of different items for such things as holidays, special occasions, birthdays, baby showers etc.
- Personalized gifts & locally themed items
- Laser Engraving services for various materials

Goals & Objectives:

- Secure a physical retail location within the next 6 months
- Establish partnerships with local schools, sports leagues, and businesses
- Generation of up to $60,000 - $150,000 in revenue within the first two years
- Expand product offerings to include custom promotional items and corporate gifts
- Launch an e-commerce platform for broader reach

## 2. Business Description

Industry Overview:

The awards and engraving industry are a $3+ billion market in the U.S., serving schools, businesses, and sports organizations. The personalized gift market is also rapidly growing, driven by the demand for unique, custom-made items.

Target Market:

- Schools & Sports Organizations, Trophies, medals, plaques
- Corporate Clients & Small Businesses, Employee recognition awards, promotional items
- Local Residents & Tourists, Personalized gifts, monogrammed items, custom engraving services.

Competitive Advantage:

- Hybrid business model (awards + gifts) attracts multiple customer types
- Expert engraving services with high-quality customization
- Texas and locally themed gifts to build community engagement
- Fast turnaround time (5-7 days) to meet customer demands

## 3. Products & Services

Awards & Recognition Products:

- Custom trophies, plaques, and medals
- Employee recognition gifts & corporate awards
- Name badges, engraved plates, and desk nameplates

Engraving Services:

- CO2 & fiber laser engraving on wood, metal, acrylic, and glass
- Personalized engraving on mugs, keychains, cutting boards, jewelry
- Custom signage and nameplates for businesses

Gift Shop Offerings:

- Locally themed gifts (Sealy-branded items, Texas-themed souvenirs)
- Monogrammed & personalized products
- Custom promotional products (pens, mugs, t-shirts, hats)

## 4. Market Analysis

Location Analysis: Sealy, Texas

- Growing small-town economy with local businesses, schools, and sports organizations
- Limited direct competition in the awards and engraving market
- High demand for personalized gifts among local customers

Competitor Analysis:

- Big-box stores (Walmart, Amazon, etc.) Mass-produced items but lack customization
- Online trophy shops - Competitive pricing but slower turnaround times
- Our Competitive Edge: Personalized, local service with quick delivery and quality craftsmanship

## 5. Marketing & Sales Strategy

Branding & Promotion:

- Professional website showcasing products and services
- Social media marketing (Facebook, Instagram, Google Business)
- Email marketing & loyalty programs for repeat customers
- Local newspaper & radio ads targeting schools and businesses

Sales Strategy:

- Partner with local schools, businesses, and sports teams for bulk orders
- Attend community events, sports tournaments, and trade fairs
- Offer discounts for different seasons

August 12, 2025

City of Sealy Economic Development Corporation

330 Main Street

Sealy, TX 77474

Dear Economic Development Review Committee,

I believe I am applying for the grant on a sign for my business, however within the application there is also requested of additional information based on tax abatement. I am not sure if this applies to the current application, however, I am glad to submit the enclosed 5-Year Financial Projection in support of my application for a property tax abatement for Classic Choice Awards & Gifts, located in Sealy, Texas. Our business will bring a unique combination of awards, engraving, and specialty gifts to the local retail landscape, with a strong focus on personalization, quality, and customer service.

This investment will include significant capital improvements, state-of-the-art laser engraving equipment, and the hiring of local employees. Over the next five years, we anticipate steady growth in both staff and revenue, which will contribute to Sealy's downtown revitalization and economic vitality.

We look forward to the opportunity to partner with the City of Sealy and the Sealy Economic Development Corporation to make this project a success for our business and our community.

Thank you for your time and consideration. Please feel free to contact me at 281-217-0169 or via email at info@classicchoiceawards.com if any additional information or documentation is required.

Sincerely,

Owner, Classic Choice Awards & Gifts

CLASSIC CHOICE
AWARDS & GIFTS

203 Meyer Street Suite 101
Sealy, Texas 77474
www.classicchoiceawards.com

**Sealy Economic Development Corporation**

info@classicchoice.com

IE: Funding Application

To whom it may concern,

Please find attached the application and documents requested in regard to Classic Choice Awards & Gifts, LLC's interest in the Sealy Historical District Grant, available for new businesses in the Historical District.

Find attached pictures of the basic retail shop layout, along with a picture of both signage bids, and please notice my preferred choice.

**As for the business's economic and community impact:**

Our business is designed to contribute meaningfully to both the economic vitality and the cultural fabric of Sealy's Historic District. As a locally owned awards and gifts shop, we offer personalized services including custom engraving, trophies, signage, and unique gift items that celebrate local pride, school, business, and community milestones.

Economically, our business will create local jobs and support other small businesses by sourcing inventory and materials locally whenever possible. We also draw foot traffic to the area by attracting both local customers and visitors from neighboring towns, encouraging them to explore and support other establishments in Sealy. Our website will also focus on outside Sealy business and customers, to aid in bringing an interest to the area for different events in the city.

On a community level, our shop serves as a hub for recognition, celebration, and meaningful gifting. We provide awards for school achievements, youth sports, civic organizations, and business events – helping foster community spirit and local involvement.

Our goal is to be more than a retail space- we aim to be a welcoming part of Sealy's future.

Regards,

Jana Summersett

Jana Summersett, Owner
Classic Choice Awards & Gifts

Item #7

**SEALY CITY COUNCIL AGENDA ITEM NO:** Consideration and possible action to adopt a resolution of the City Council of the City of Sealy, Texas, electing to become eligible to participate in tax abatement pursuant to Texas Tax Code Section 312.002(a).

**SUBMITTED BY:** Bill Atkinson, SEDC Executive Director

**MEETING DATE:** September 16, 2025

# STAFF REPORT

## DESCRIPTION

Consideration and possible action to adopt a resolution of the City Council of the City of Sealy, Texas, electing to become eligible to participate in tax abatement pursuant to Texas Tax Code Section 312.002(a).

## ANALYSIS

Chapter 312 of the Texas Tax Code authorizes municipalities to grant tax abatements as an economic development incentive. Before any such agreement can be executed, a city must adopt a resolution publicly declaring its eligibility and intent to participate in tax abatement programs.

The City Council previously adopted Resolution No. 2021-15 for this purpose. Texas law requires periodic renewal of such declarations, along with the adoption of updated guidelines and criteria. The City of Sealy completed its required review and adoption of revised tax abatement guidelines and criteria in May 2025.

The proposed resolution reaffirms the City's eligibility and intent to participate in tax abatement. Approval will allow Sealy to continue offering tax abatement as a tool to support capital investment, job creation, and economic diversification.

## FINANCIAL IMPACTS

This action does not, in itself, grant any abatement or reduce tax revenues. It simply reestablishes the City's eligibility. Any individual tax abatement requests will require separate City Council approval, including fiscal impact analysis, prior to execution.

## ATTACHMENTS

Draft Resolution No. 2025-____

## RECOMMENDATION

Staff recommends approval of the resolution electing to participate in tax abatement under Texas Tax Code Section 312.002(a).

**RESOLUTION NO. 2025-_____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEALY, TEXAS, ELECTING TO BECOME ELIGIBLE TO PARTICIPATE IN TAX ABATEMENT PURSUANT TO TEXAS TAX CODE SECTION 312.002(a); PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

* * * * * * * * * * * *

**WHEREAS**, the City of Sealy, Texas, ("City") desires to promote economic development programs in accordance with the authority granted to municipalities; and

**WHEREAS**, the City's economic development programs include, but are not limited to the granting of tax abatements in accordance with Chapter 312 of the Texas Tax Code; and

**WHEREAS**, Texas Tax Code Section 312.002(a) requires a City, as a prerequisite to granting and executing any tax abatement agreement, to publicly declare by resolution its intent to elect to participate in tax abatement; and

**WHEREAS**, the City previously adopted Resolution No. 2021-15 which publicly declared by resolution its intent to elect to participate in tax abatement; and

**WHEREAS,** the City desires to reaffirm its intent to elect to participate in tax abatement;

**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**. In accordance with Texas Tax Code, Section 312.002(a), the City of Sealy, Texas hereby publicly declares and reaffirms its intent to participate in tax abatement relief.

**SECTION 3**. The City's election to participate in tax abatement relief is subject to the City's proper adoption of guidelines and criteria governing tax abatement agreements, which occurred on May 29, 2025, in addition to complying with all other requirements imposed by Texas Tax Code Chapter 312.

**SECTION 4**. *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 5**. *Effective date.* This Resolution shall be effective immediately upon passage.

**PASSED AND APPROVED** this 16th day of September 2025.

Carolyn Bilski, Mayor

ATTEST:

Sandra Vrablec, City Secretary

Item #8

**SEALY CITY COUNCIL AGENDA ITEM NO:** _ Presentation, Discussion and Possible Action regarding Task Order #2 regarding architectural design, ADA improvements, phasing and scope of the for the W.E. Hill Center
**SUBMITTED BY:** Bill Atkinson, SEDC Executive Director
**MEETING DATE:** September 16, 2025

# STAFF REPORT

## DESCRIPTION

At the September 3, 2025, City Council Meeting, Architect Scott Maddux of Studio M6 presented an update on Task Order #1 for Liedertafel Hall improvements and sought Council input on next steps for the W.E. Hill Community Center (Hill Center). Council provided feedback regarding priorities, sequencing, and scope expectations.

Taking this information into account, Task Order #2 is being brought back for Council's consideration. It is in alignment with the September 3 discussion. Task Order #2 will address ADA compliance upgrades and potential design enhancements for the Hill Center, guided by Council's direction on the facility's future use at a not to exceed fee of $17,500.

## ANALYSIS

The W.E. Hill Center is identified as the second project under the task order. Anticipated improvements include ADA compliance upgrades and design enhancements. Council input was requested regarding sequencing and desired future use of the facility. Council's guidance was provided to inform the scope of Task Order #2. Architect Scott Maddux of M6 Studios utilizing the feedback created the following for Proposed Task Order #2.

## FINANCIAL IMPACTS

The City Council approved the following for the Sealy EDC and Convention and Visitors Bureau budgets allocated the following in Fiscal Year 2025-2026 Budget for W.E. Hill Center for Task Order #2 was $35,000; however, it came in lower at $17,500.

Remaining after issuance of Task Order #2:

$70,000 for Construction Hill Center Improvements
$17,500 for Savings on Task Order #2
$87,500 Remaining for Construction

Future construction costs can be phased accordingly and budgeted in alignment with project priorities.

## ATTACHMENTS

Proposed Task Order #2

## RECOMMENDATION

Review and approve Task Order #2 with Studio M6 for W.E. Hill Community Center ADA compliance upgrades and design services, consistent with Council direction provided on September 3, 2025.

# Owner and Architect Agreement for a Small Commercial/Residential Project

**Agreement**
This agreement is made and entered into on **September 9, 2025**

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

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

for the following Project:
Hill Center Renovation

The Owner and Architect agree as follows:

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

NA

The Architect will coordinate the following Owner's consultants:

NA

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

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

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

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

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

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

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

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

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

**VII. Schedule**
The schedule is to be determined.

**VIII. Other Provisions**

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

Dated: 09.09.25 Signed: _____
Architect

Dated: _____ Signed: _____
Owner

Attachment A

**Proposal for Design/Build Services – SEDC W.E. Hill Community Center**
September 9, 2025

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

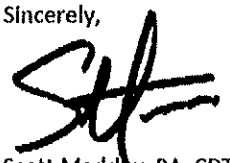
Mr. Atkinson,

I am very happy to present this proposal for Design/Build Services for the renovation of W.E. Hill Community Center located at 1000 Main St, Sealy, TX 77474. The scope of work will focus on updating the existing restroom finishes and ADA compliance, creating a catering kitchen, expanding the interior for a larger single use, as well as updating the interior finishes. For the purposes of this proposal, I am presenting information both on Architecture and Construction, however, the fees associated are for Architecture only.

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

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

Sincerely,



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

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**01. Qualifications**

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

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

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

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

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

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

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

Registered Texas Architect #19872

## 02. Experience

**Blockhouse Coffee – Richmond, Texas 2015**
**Cody and Aimee Frederick**

**Project Information:**

**Role of studio M6/M6 Builders:**
Design/Build

**Reference Information**
Aimee Frederick
281.853.5613
aimeevfrederick@gmail.com

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

**Houston Ave – Houston, Texas 2015**
**BEL Investments**

**Project Information:**

**Role of studio M6/M6 Builders:**
Design

**Reference Information**
N/A

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

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

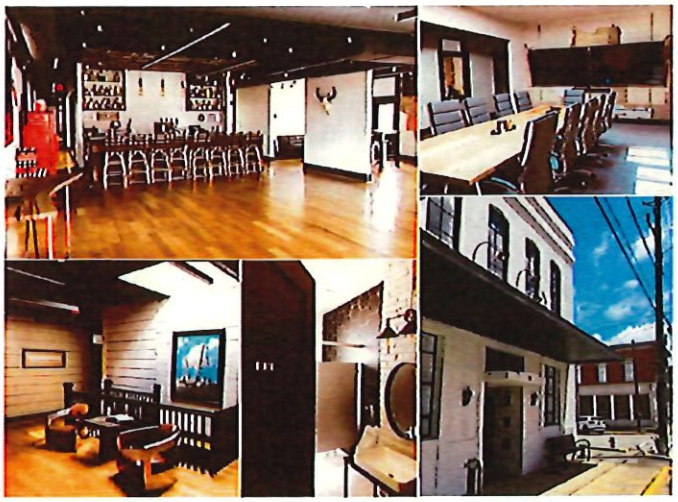
**Project Information:**

**Role of studio M6/M6 Builders:**
Design/Build

**Reference Information**
Claire Rogers
281.342.1256
crogers@fbhistory.org

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

**300 Morton Street** – Richmond, Texas 2020
Morton Street Investments



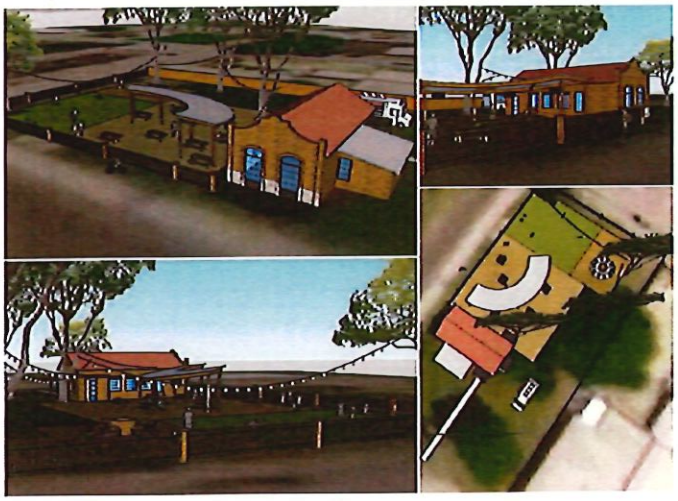
**Project Information:**

**Role of studio M6/M6 Builders:**
Design/Build

**Reference Information**
Ken Tisdel
281.633.6526
ktisdel@lcg-global.com

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

**Sunset Saloon** – Richmond, Texas 2019
Barry Beard and Ty Coburn



**Project Information:**

**Role of studio M6/M6 Builders:**
Design

**Reference Information**
Barry Beard
barrycbeard@outlook.com

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

**Yes Yoga** – Sugar Land, Texas 2018
Erin Cummings

**Project Information:**

**Role of studio M6/M6 Builders:**
Design/Build

**Reference Information**
Erin Cummings
316.250.2044
erinbuglercummings@gmail.com

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

**03. Available Resources**

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

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

**04. Project Approach and Fees**

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

**Fees and Expenses**

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

| | |
|---|---|
| studio M6 – existing conditions documentation | $3,500.00 |
| studio M6 – architecture/interiors | $10,000.00 |
| studio M6 – mechanical/electrical/plumbing | $3,000.00 |
| **Subtotal Fee** | **$16,500.00** |
| studio M6 – TDLR Filling/Plan Review/Inspection | $1,350.00 |
| **Total Fee** | **$17,850.00** |

**Reimbursable Expenses**

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

**Additional Services and Hourly Fee Schedule**

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

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

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

**05. References**
studio M6/M6 Builders references

**Refer to Section 02. Experience for reference info**

Item #9

AGENDA ITEM NO.

**Discussion and Possible Action regarding Ordinance Amending the Master Fee Schedule regarding Solid Waste Rates effective October 1, 2025.**

SUBMITTED BY: Kimbra Hill, City Manager

MEETING DATE: September 16, 2025

# STAFF REPORT

## PURPOSE

The purpose of this report is to seek City Council's approval of the proposed Solid Waste Utility Rates.

The proposed rates include no increase for residential customers and approximately a 7% increase for commercial customers. These adjustments align with Strand's 2023 Utility Rate Study and are projected to generate a surplus of $128,506 to $310,000 in FY 2025–2026, supporting expanded services such as E-waste, hazardous waste, tire disposal, storm debris cleanup, and limb site improvements. The rate increase is in accordance with the annual adjustment per the terms of the City's contract with Texas Disposal Systems.

## SUMMARY/FACTS

September 3, 2025, the Assistant City Manager presented proposed increases in Solid Waste Rates in accordance with the annual adjustment provisions outlined in the City's contract with Texas Disposal Systems (TDS).

Key elements of the proposal included:

- **Residential Customers** – No rate increase recommended.
- **Commercial Customers** – Approximately a 7% increase recommended for all commercial accounts.

At that meeting, City Council requested additional review of the 2023 Utility Rate Study prepared by Strand Associates, specifically for FY 2026, as well as revenue projections to ensure that the Solid Waste Fund will remain financially stable.

Highlights from the Utility Rate Study and updated projections include:

- **Growth Assumptions:** The Strand study assumed an annual account growth rate of 8.98% in FY 2026, projecting a total increase from 2,496 to 3,251 accounts (26%). Current market conditions, however, have not supported that absorption rate.
- **Residential Accounts**: Projected by Strand to grow 24% (from 2,189 to 2,796). Actual growth has been slower but remains positive.
- **Commercial Accounts**: Strand projected relatively stable growth, consistent with current conditions.
- **Commercial Account Impacts**:
- I've highlighted the types of accounts that will be most impacted in yellow on my spreadsheet. These are the large cubic yard users, our 6 and 8 cubic yard customers who have multiple pick-ups per week:
    - 96 Gallon Cart users: Average an increase of $2.49 per month
    - 2 Cubic Yard users: Average an increase of $13.70 per month
    - 3 Cubic Yard users: Average an increase of $15.90 per month
    - 4 Cubic Yard Single Weekly Pick-up Users: Average an increase of $18.80 per month
    - 4 Cubic Yard users: Average an increase of $41.00 per month for multiple weekly pick-ups
- **Revenue Projections**:
    - Strand projected approximately **$1.16M residential revenue** and **$1.2M commercial revenue**, totaling **$2.3M**, with a surplus of ~$170,000 if rates remained unchanged.
    - The approved budget for FY 2025-2026 projects **$2,482,166,** but the projections could increase to $2,678,450, based on current commercial accounts and approximately 3% increase in residential accounts.
    - Current year-to-date actuals: Residential revenue is projected to exceed next year's projection by ~$7,500 and commercial revenue by ~$5,000 due to slightly higher averaging months since the year-to-date average considerations at the time of making budget projections
    - Proposed commercial rate increases are projected to generate an **additional $104,676** in FY 2025–2026.
    - Although the proposed plan does not include Strand's recommended **$1.70 residential rate increase** or **$0.80/month increase for additional carts** (which, based on current accounts, would generate an additional $3,806.10 per month or $45,673 per year), the fund is still projected to generate a **surplus between $128,506 and $310,000** in FY 2025–2026.

*The Strand study (page 4-6) advised:*

*"The City should continue to review its revenues annually for changes in solid waste billing volumes and expenses and consider adjusting rates as needed."*

## Analysis

The proposed commercial rate increases align with Strand's recommendations and provide sufficient surplus to cover ongoing operational costs while funding future needs. The surplus will be used to support additional public services discussed during budget planning, including:

- Expansion of **E-waste disposal services**.
- Collection and safe disposal of **hazardous chemical waste**.
- **Tire disposal programs**.
- **Debris cleanup** services following weather events.
- Improvements to the **limb site** for more efficient operations.

This approach balances affordability for residential customers with fiscal responsibility by generating a sustainable surplus through commercial rate adjustments.

Included in the Council packet:

- City Manager's Solid Waste Revenue/Expenditures Projection Spreadsheet
- TDS Fees effective October 1, 2025
- Current Solid Waste Account Totals & Types
- Strand's 5 Year Utility Rate Study: December 2023
- FY 2025–2026 Approved Budget for Fund 58

## FINANCIAL IMPACT

The proposed rates are projected to generate a conservative surplus of **$128,506** to as much as **$310,000** in FY 2025–2026. These funds will strengthen the Solid Waste Fund, ensure compliance with the City's contract obligations, and provide the resources necessary to expand services to taxpayers.

## RECOMMENDATION

Staff recommends that City Council approve the Ordinance amending the Master Fee Schedule regarding the proposed Solid Waste Utility Rates, effective October 1, 2025, as presented.

# CITY MANAGER'S

# SOLID WASTE REVENUE/EXPENSE PROJECTIONS

# SPREADSHEET

# 9.16.2025

## SOLID WASTE RATES FY 2025-2026 2nd of 2 Readings: September 16, 2025

| Residential | | Current Rate | Projected Revenue | Monthly Average | Projected New Service | Additional Revenue | TOTAL |
|---|---|---|---|---|---|---|---|
| 96 Gal | 2189 | $ 36.80 | $ 966,662.40 | $ 80,555.20 | 66 | $ 28,999.87 | $ 995,662.27 |
| Add. Cart | 103 | $ 18.80 | $ 23,236.80 | $ 1,936.40 | 3 | $ 697.10 | $ 23,933.90 |
| Add. Recy | 3 | $ 18.80 | $ 676.80 | $ 56.40 | 0 | $ 676.80 | $ 676.80 |
| | | | TOTAL | $ 82,548.00 | | **TOTAL** | **$ 1,020,272.98** |

RESIDENTIAL YTD ACTUAL THROUGH JULY IS $850,494 (Averaging $85,049 x 12 = $1,020,593)

NO CHANGE IN RATE

| **Budgeted Projection** | Difference |
|---|---|
| **$ 1,012,633.00** | **$ (7,639.98)** |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | $ 3,721.30 | $ 84.80 | $ 3,806.10 | $ 45,673.20 | | |

| Commercial | | Current Rate | Projected Revenue | Monthly Average | Proposed New Rate | Projected Revenue | Additional Revenue | Percentage Increase |
|---|---|---|---|---|---|---|---|---|
| 96 Gal | 102 | $ 83.36 | $ 102,032.64 | $ 8,502.72 | $ 85.86 | $ 105,092.64 | $ (3,060.00) | 2.96% |
| 96 Gal REC EOW | 2 | $ 31.80 | $ 763.20 | $ 63.60 | $ 34.00 | $ 816.00 | $ (52.80) | 6.69% |
| 2 CY | 25 | $ 195.40 | $ 58,620.00 | $ 4,885.00 | $ 209.10 | $ 62,730.00 | $ (4,110.00) | 6.77% |
| 3 CY | 34 | $ 227.10 | $ 92,656.80 | $ 7,721.40 | $ 243.00 | $ 99,144.00 | $ (6,487.20) | 6.76% |
| 4 CY 1XW | 17 | $ 268.90 | $ 54,855.60 | $ 4,571.30 | $ 287.70 | $ 58,690.80 | $ (3,835.20) | 6.76% |
| 4CY 2xW | 14 | $ 506.00 | $ 85,008.00 | $ 7,084.00 | $ 541.40 | $ 90,955.20 | $ (5,947.20) | 6.76% |
| 4CY 3XW | 7 | $ 746.40 | $ 62,697.60 | $ 5,224.80 | $ 798.60 | $ 67,082.40 | $ (4,384.80) | 6.76% |
| 4 CY REC | 1 | $ 228.70 | $ 2,744.40 | $ 228.70 | $ 244.70 | $ 2,936.40 | $ (192.00) | 6.76% |
| 6 CY 1XW | 13 | $ 364.10 | $ 56,799.60 | $ 4,733.30 | $ 389.60 | $ 60,777.60 | $ (3,978.00) | 6.77% |
| 6CY 2XW | 21 | $ 678.00 | $ 170,856.00 | $ 14,238.00 | $ 725.50 | $ 182,826.00 | $ (11,970.00) | 6.77% |
| 6CY 3XW | 21 | $ 996.90 | $ 251,218.80 | $ 20,934.90 | $ 1,066.70 | $ 268,808.40 | $ (17,589.60) | 6.76% |
| 6 CY REC EOW | 2 | $ 182.00 | $ 4,368.00 | $ 364.00 | $ 194.70 | $ 4,672.80 | $ (304.80) | 6.74% |
| 6 CY REC XWK | 2 | $ 308.90 | $ 7,413.60 | $ 617.80 | $ 330.50 | $ 7,932.00 | $ (518.40) | 6.76% |
| 8CY 1XW | 1 | $ 454.20 | $ 5,450.40 | $ 454.20 | $ 486.00 | $ 5,832.00 | $ (381.60) | 6.76% |
| 8CY 2XW | 12 | $ 843.30 | $ 121,435.20 | $ 10,119.60 | $ 902.30 | $ 129,931.20 | $ (8,496.00) | 6.76% |
| 8 CY 3XW | 32 | $ 1,234.00 | $ 473,856.00 | $ 39,488.00 | $ 1,320.40 | $ 507,033.60 | $ (33,177.60) | 6.76% |
| 8 CY REC EOW | 1 | $ 227.10 | $ 2,725.20 | $ 227.10 | $ 243.00 | $ 2,916.00 | $ (190.80) | |
| | | TOTAL | $ 1,553,501.04 | $ 129,458.42 | **TOTAL** | **$ 1,658,177.04** | **$ (104,676.00)** | |

COMMERCIAL YTD ACTUAL THROUGH JULY $1,266,081 (Averaging $126,608 x 12 = $1,519,297) $ (5,411.04)

EXPENSE PROJECTIONS

| Residential | | New Rate | Projected Cost | Extended Growth | Budgeted Cost |
|---|---|---|---|---|---|
| 96 Gal | 2189 | $ 24.84 | $ 652,497.12 | $ 672,072.03 | |
| Add. Cart | 103 | $ 12.57 | $ 15,536.52 | $ 16,002.62 | |
| Add. Recy | 3 | $ 12.57 | $ 452.52 | $ 466.10 | |
| | | **TOTAL** | | **$ 688,540.74** | $ 684,945.00 |

| Commercial | | New Rate | Projected Cost | Budgeted Cost |
|---|---|---|---|---|
| 96 Gal | 102 | $ 43.71 | $ 53,501.04 | |
| 96 Gal REC EOW | 2 | $ 20.76 | $ 498.24 | |
| 2 CY | 25 | $ 127.85 | $ 38,355.00 | |
| 3 CY | 34 | $ 148.61 | $ 60,632.88 | |
| 4 CY 1XW | 17 | $ 175.93 | $ 35,889.72 | |
| 4CY 2xW | 14 | $ 331.10 | $ 55,624.80 | |
| 4CY 3XW | 7 | $ 488.45 | $ 41,029.80 | |
| 4 CY REC | 1 | $ 88.51 | $ 1,062.12 | |
| 6 CY 1XW | 13 | $ 238.21 | $ 37,160.76 | |
| 6CY 2XW | 21 | $ 443.65 | $ 111,799.80 | |
| 6CY 3XW | 21 | $ 652.36 | $ 164,394.72 | |
| 6 CY REC EOW | 2 | $ 119.11 | $ 2,858.64 | |
| 6 CY REC XWK | 2 | $ 202.15 | $ 4,851.60 | |
| 8CY 1XW | 1 | $ 297.22 | $ 3,566.64 | |
| 8CY 2XW | 12 | $ 551.83 | $ 79,463.52 | |
| 8 CY 3XW | 32 | $ 807.53 | $ 310,091.52 | |
| 8 CY REC EOW | 1 | $ 20.76 | $ 249.12 | |
| | | **TOTAL** | **$ 1,001,029.92** | $ 1,098,341.00 |

**Total Budgeted Expenditures:**

| | | |
|---|---|---|
| Audit | $ | 5,025.00 |
| Gross Receipt | $ | 640,181.00 |
| Insurance | $ | 3,725.00 |
| Residential | $ | 684,945.00 |
| Commercial | $ | 1,098,341.00 |
| **TOTAL** | **$** | **2,432,217.00** |

**Total Budgeted Revenues:**

| | | |
|---|---|---|
| Residential | $ | 1,012,633.00 |
| Commercial | $ | 1,548,090.00 |
| **TOTAL** | **$** | **2,560,723.00** |
| | | |
| Budgeted Surplus | $ | 128,506.00 |

**Updated Projected Expenditures**

| | | |
|---|---|---|
| Audit | $ | 5,025.00 |
| Gross Receipt | $ | 669,612.50 |
| Insurance | $ | 3,725.00 |
| Residential | $ | 688,540.74 |
| Commercial | $ | 1,001,029.92 |
| **TOTAL** | **$** | **2,367,933.17** |

**Updated Projected Revenues**

| | | |
|---|---|---|
| Residential | $ | 1,020,272.98 |
| Commercial | $ | 1,658,177.04 |
| **TOTAL** | **$** | **2,678,450.02** |
| | | |
| Updated Projected Surplus | $ | 310,516.85 |

# TDS FEES

# EFFECTIVE 10/01/2025

**10/1/2025**

**Commercial - Solid Waste**

| Size | 1X | 2X | 3X | 4X | 5X | Extra PU |
|---|---|---|---|---|---|---|
| 2 CY | 127.85 | 238.21 | 350.77 | | | 76.49 |
| 3 CY | 148.61 | 283.02 | 415.24 | | | 79.77 |
| 4 CY | 175.93 | 331.10 | 488.45 | 643.62 | 798.78 | 81.95 |
| 6 CY | 238.21 | 443.65 | 652.36 | 854.51 | 1063.22 | 87.42 |
| 8 CY | 297.22 | 551.83 | 807.53 | 1063.22 | 1316.74 | 103.81 |
| Cart (96 gallon) - $ each cart 1X Per Week | | | | | | 43.71 |

**Commercial - Recycle**

| EOW | 1X | 2X |
|---|---|---|
| | | |
| | | |
| 88.51 | 149.70 | |
| 119.11 | 202.15 | 376.99 |
| 148.61 | 253.51 | 468.78 |
| 20.76 | 43.71 | |

All waste must be containerized

| | |
|---|---|
| Lock bar/Month | 28.50 |
| Casters/Month | 28.50 |

| Roll-off Size | Haul & Disposal | City Discounted Rates |
|---|---|---|
| 20 CY | 879.65 | 616.30 |
| 30 CY | 950.67 | 665.47 |
| 40 CY | 1020.61 | 714.64 |
| Compactor | 1020.61 | |
| Delivery | 335.47 | N/C |
| Rent/Day | 5.23 | N/C |

**10/1/2026**

**Commercial - Solid Waste**

| Size | 1X | 2X | 3X | 4X | 5X | Extra PU |
|---|---|---|---|---|---|---|
| 2 CY | 131.68 | 245.36 | 361.29 | | | 78.79 |
| 3 CY | 153.07 | 291.51 | 427.69 | | | 82.16 |
| 4 CY | 181.21 | 341.03 | 503.10 | 662.92 | 822.75 | 84.41 |
| 6 CY | 245.36 | 456.96 | 671.93 | 880.15 | 1095.12 | 90.04 |
| 8 CY | 306.14 | 568.38 | 831.75 | 1095.12 | 1356.24 | 106.92 |
| Cart (96 gallon) - $ each cart 1X Per Week | | | | | | 45.02 |

**Commercial - Recycle**

| EOW | 1X | 2X |
|---|---|---|
| | | |
| | | |
| 91.17 | 154.19 | |
| 122.68 | 208.22 | 388.30 |
| 153.07 | 261.12 | 482.84 |
| 21.38 | 45.02 | |

All waste must be containerized

| | |
|---|---|
| Lock bar/Month | 29.35 |
| Casters/Month | 29.35 |

Contractor will take pictures of the violation, report it to the City of Sealy and the City will notify the customer of the violation. Customer will have 24 hours to cure. If the refuse has not been removed at the end of the cure period, the Contractor will pick up the refuse at a rate of $195 per hour additional cost, with a minimum charge of one hour.

d) Mattress fees may apply. If the disposal site initiates a mattress fee, that fee will be passed on to the customer. Fee applies to mattresses, box springs and platforms.

Residential Rate:

| Description | Effective Date 10/1/2022 | Year 2 10/1/2023 | Year 3 10/1/2024 | Year 4 10/1/2025 | Year 5 10/1/2026 |
|---|---|---|---|---|---|
| Refuse, Recycle and Bulky Waste | $22.74 | $23.42 | $24.12 | $24.84 | $25.59 |
| Extra Cart (Refuse or Recycle) | $11.50 | $11.85 | $12.20 | $12.57 | $12.94 |

# CURRENT SOLID WASTE ACCOUNTS :

# TOTALS & TYPES

========= R E P O R T T O T A L S =========

========== R E V E N U E C O D E T O T A L S ==========
** ( CONTINUED ) **

| | R/C DESCRIPTION | G/L ACCOUNT# | AMOUNT |
|---|---|---|---|
| | 215-GAS - MEDIUM INDUSTRIAL | 57 -13300 | 61,094.41 |
| | 250-FUEL FACTOR | 57 -13300 | 66,108.28 |
| | 310-SEWER - RESIDENTIAL | 56 -13300 | 142,477.26 |
| | 311-SEWER - COMMERCIAL | 56 -13300 | 47,961.51 |
| | 312-SEWER - INDUSTRIAL | 56 -13300 | 139.45 |
| | 313-SEWER - GOVERNMENTAL | 56 -13300 | 262.37 |
| | 314-SEWER - MUNICIPAL | 56 -13300 | 0.00 |
| | 315-SW - RES FLAT RATE | 56 -13300 | 721.70 |
| | 410-GARBAGE - RESIDENTIAL | 58 -13300 | 85,579.63 |
| | 411-GARBAGE - COMMERCIAL | 58 -13300 | 131,599.27 |
| | 430-GARBAGE - ADDL RECEPTACLE | 58 -13300 | 1,989.67 |
| | 500-DRAINAGE | 59 -13300 | 12,982.28 |
| | 800-WOODCHIPPING | 58 -13300 | 111.00 |
| TAX: | | | |
| | 912-GAS SALES TAX - INSIDE | 57 -13300 | 15,313.24 |
| | 914-REFUSE SALES TAX - INSIDE | 58 -13300 | 16,235.02 |
| | **R/C TOTALS** | | 907,343.56 |

========== R A T E T A B L E T O T A L S ==========

| CAT | CODE | TBL | DESCRIPTION | SCHED | NO# | TOTAL NET | FUEL-ADJ | TOTAL TAX | TAXABLE | CONSUMPTI |
|---|---|---|---|---|---|---|---|---|---|---|
| DRN | 500 | 100 | DRAINAGE | 100 | 2283 | 7,014.67 | 0.00 | 0.00 | 0.00 | |
| DRN | 500 | 999 | DRAINAGE EXPLICIT CH | 999 | 255 | 5,967.61 | 0.00 | 0.00 | 0.00 | |
| GAS | 200 | 100 | GS-RESIDENTIAL | 100 | 1479 | 28,769.90 | 5,616.79 | 2,836.34 | 34,375.09 | 12,952.0( |
| GAS | 200 | 110 | GS-COMMERCIAL | 110 | 115 | 27,009.18 | 8,494.74 | 2,230.49 | 27,035.73 | 19,587.0( |
| GAS | 200 | 120 | GS-SMALL INDUSTRIAL | 120 | 3 | 17,896.19 | 8,410.68 | 1,610.28 | 19,518.55 | 19,393.0( |
| GAS | 200 | 121 | GS-MEDIUM INDUSTRIAL | 121 | 3 | 61,094.41 | 43,586.07 | 8,636.13 | 104,680.48 | 100,499.0( |
| GAS | 200 | 130 | GS-GOVERNMENTAL | 130 | 1 | 58.20 | 0.00 | 0.00 | 0.00 | |
| GAS | 200 | 140 | GS-MUNICIPAL | 140 | 10 | 0.00 | 0.00 | 0.00 | 0.00 | 100.0( |
| GWC | 120 | GCC | GROUNDWATER CITY | GCC | 11 | 0.00 | 0.00 | 0.00 | 0.00 | 7,994.0( |
| GWC | 120 | GWC | GROUNDWATER CONSERV | GWC | 2550 | 1,933.84 | 0.00 | 0.00 | 0.00 | 276,066.0( |
| REF | 400 | 100 | GB-RESIDENT 1 CART | 100 | 2189 | 85,579.63 | 0.00 | 6,928.95 | 83,886.83 | |
| REF | 400 | 110 | GB-COM HAND PICK-UP | 110 | 102 | 9,147.37 | 0.00 | 637.96 | 7,730.25 | |
| REF | 400 | 2CY | GB-COM 2CY CONTAINER | 2CY | 25 | 5,053.70 | 0.00 | 384.68 | 4,662.90 | |
| REF | 400 | 300 | GB-RESIDENT ADD CART | 300 | 103 | 1,933.27 | 0.00 | 159.39 | 1,933.27 | |
| REF | 400 | 310 | GB-RES ADD RECYCLING | 310 | 3 | 56.40 | 0.00 | 4.65 | 56.40 | |
| REF | 400 | 3CY | GB-COM 3CY CONTAINER | 3CY | 34 | 7,948.50 | 0.00 | 543.45 | 6,585.90 | |
| REF | 400 | 4CY | GB-COM 4CY CONTAINER | 4CY | 38 | 16,728.50 | 0.00 | 989.21 | 11,991.10 | |
| REF | 400 | 4RO | GB-COM 4CY RCYCL EOW | 4RO | 1 | 135.20 | 0.00 | 11.15 | 135.20 | |
| REF | 400 | 4RW | GB-COM 4CY RCYCL XWK | 4RW | 1 | 228.70 | 0.00 | 18.87 | 228.70 | |
| REF | 400 | 6CY | GB-COM 6CY CONTAINER | 6CY | 55 | 39,969.10 | 0.00 | 3,181.54 | 38,562.90 | |
| REF | 400 | 6RO | GB-COM 6CY RCYCL EOW | 6RO | 2 | 364.00 | 0.00 | 30.04 | 364.00 | |
| REF | 400 | 6RW | GB-COM 6CY RCYCL XWK | 6RW | 2 | 617.80 | 0.00 | 50.96 | 617.80 | |
| REF | 400 | 8CY | GB-COM 8CY CONTAINER | 8CY | 45 | 50,506.70 | 0.00 | 3,229.73 | 39,148.20 | |

========= R E P O R T T O T A L S =========

========== R A T E T A B L E T O T A L S ==========
** ( CONTINUED ) **

| CAT | CODE | TBL | DESCRIPTION | SCHED | NO# | TOTAL NET | FUEL-ADJ | TOTAL TAX | TAXABLE | CONSUMPTI |
|---|---|---|---|---|---|---|---|---|---|---|
| REF | 400 | 8RO | GB-COM 8CY RCYCL EOW | 8RO | 1 | 227.10 | 0.00 | 18.74 | 227.10 | |
| REF | 400 | CRO | GB-COM CRT RCYCL EOW | CRO | 2 | 63.60 | 0.00 | 2.62 | 31.80 | |
| REF | 400 | CST | GB-COM CASTERS | CST | 1 | 43.50 | 0.00 | 3.59 | 43.50 | |
| REF | 400 | LCK | GB-COM LOCK BARS | LCK | 13 | 565.50 | 0.00 | 39.49 | 478.50 | |
| REF | 450 | 2EP | GB-COM 2CY EXTRA P/U | 2EP | 1 | 0.00 | 0.00 | 0.00 | 0.00 | |
| REF | 450 | 8EP | GB-COM 8CY EXTRA P/U | 8EP | 1 | 0.00 | 0.00 | 0.00 | 0.00 | |
| SWR | 300 | 100 | SW-RESIDENTIAL | 100 | 2189 | 135,941.42 | 0.00 | 0.00 | 0.00 | 142,286.9 |
| SWR | 300 | 110 | SW-COMMERCIAL | 110 | 257 | 47,961.51 | 0.00 | 0.00 | 0.00 | 45,590.1 |
| SWR | 300 | 120 | SW-INDUSTRIAL | 120 | 1 | 139.45 | 0.00 | 0.00 | 0.00 | 50.0 |
| SWR | 300 | 130 | SW-GOVERNMENT | 130 | 3 | 262.37 | 0.00 | 0.00 | 0.00 | 77.7 |
| SWR | 300 | 140 | SW-MUNICIPAL | 140 | 5 | 0.00 | 0.00 | 0.00 | 0.00 | 329.5 |
| SWR | 300 | 150 | SW - RES FLAT RATE | 150 | 13 | 548.60 | 0.00 | 0.00 | 0.00 | |
| SWR | 300 | 160 | SW - COM FLAT RATE | 160 | 3 | 173.10 | 0.00 | 0.00 | 0.00 | |
| SWR | 300 | 999 | SEWER EXPLICIT RATE | 999 | 18 | 6,535.84 | 0.00 | 0.00 | 0.00 | |
| WC | 800 | 100 | WOODCHIPPING | 100 | 3 | 111.00 | 0.00 | 0.00 | 0.00 | |
| WTR | 100 | 100 | WA-RESIDENTIAL 3/4" | 100 | 2258 | 147,734.06 | 0.00 | 0.00 | 0.00 | 201,658.0 |
| WTR | 100 | 101 | WA-RESIDENTIAL 1" | 101 | 15 | 1,264.86 | 0.00 | 0.00 | 0.00 | 1,358.0 |
| WTR | 100 | 102 | WA-RESIDENTIAL 1.5" | 102 | 1 | 118.18 | 0.00 | 0.00 | 0.00 | 107.0 |
| WTR | 100 | 103 | WA-RESIDENTIAL 2" | 103 | 4 | 2,209.56 | 0.00 | 0.00 | 0.00 | 2,808.0 |
| WTR | 100 | 110 | WA-COMMERCIAL 3/4" | 110 | 174 | 10,732.65 | 0.00 | 0.00 | 0.00 | 13,342.0 |
| WTR | 100 | 111 | WA-COMMERCIAL 1" | 111 | 37 | 2,571.57 | 0.00 | 0.00 | 0.00 | 3,161.0 |
| WTR | 100 | 112 | WA-COMMERCIAL 1.5" | 112 | 16 | 2,419.12 | 0.00 | 0.00 | 0.00 | 2,229.0 |
| WTR | 100 | 113 | WA-COMMERCIAL 2" | 113 | 68 | 26,159.91 | 0.00 | 0.00 | 0.00 | 29,990.0 |
| WTR | 100 | 114 | WA-COMMERCIAL 3" | 114 | 4 | 2,804.77 | 0.00 | 0.00 | 0.00 | 2,821.0 |
| WTR | 100 | 115 | WA-COMMERCIAL 4" | 115 | 2 | 2,877.27 | 0.00 | 0.00 | 0.00 | 3,066.0 |
| WTR | 100 | 116 | WA-COMMERCIAL 6" | 116 | 4 | 11,788.97 | 0.00 | 0.00 | 0.00 | 11,931.0 |
| WTR | 100 | 123 | WA-INDUSTRIAL 2" | 123 | 1 | 1,394.51 | 0.00 | 0.00 | 0.00 | 1,973.0 |
| WTR | 100 | 124 | WA-INDUSTRIAL 3" | 124 | 1 | 4,092.98 | 0.00 | 0.00 | 0.00 | 5,784.0 |
| WTR | 100 | 129 | WA-INDUSTRIAL 10" | 129 | 1 | 10,859.41 | 0.00 | 0.00 | 0.00 | 14,053.0 |
| WTR | 100 | 130 | WA-GOVERNMENTAL 3/4" | 130 | 1 | 58.14 | 0.00 | 0.00 | 0.00 | 96.0 |
| WTR | 100 | 131 | WA-GOVERNMENTAL 1" | 131 | 1 | 33.60 | 0.00 | 0.00 | 0.00 | 17.0 |
| WTR | 100 | 140 | WA-MUNICIPAL 3/4" | 140 | 8 | 0.00 | 0.00 | 0.00 | 0.00 | 75.0 |
| WTR | 100 | 141 | WA-MUNICIPAL 1" | 141 | 7 | 0.00 | 0.00 | 0.00 | 0.00 | 218.0 |
| WTR | 100 | 143 | WA-MUNICIPAL 2" | 143 | 14 | 0.00 | 0.00 | 0.00 | 0.00 | 3,113.0 |
| WTR | 100 | 144 | WA-MUNICIPAL 3" | 144 | 1 | 0.00 | 0.00 | 0.00 | 0.00 | 799.0 |
| WTR | 100 | 145 | WA-MUNICIPAL 4" | 145 | 1 | 0.00 | 0.00 | 0.00 | 0.00 | 39,164.0 |
| WTR | 100 | 146 | WA-MUNICIPAL 6" | 146 | 1 | 0.00 | 0.00 | 0.00 | 0.00 | 40,870.0 |
| WTR | 100 | 147 | WA-MUNICIPAL 8" | 147 | 1 | 0.00 | 0.00 | 0.00 | 0.00 | 141,400.0 |
| WTR | 101 | 100 | SMART MTR | 100 | 2549 | 2,263.58 | 0.00 | 0.00 | 0.00 | |
| WTR | 110 | 100 | SP-RESIDENTIAL 3/4" | 100 | 30 | 2,323.97 | 0.00 | 0.00 | 0.00 | 3,500.0 |
| WTR | 110 | 101 | SP-RESIDENTIAL 1" | 101 | 6 | 705.45 | 0.00 | 0.00 | 0.00 | 1,071.0 |
| WTR | 110 | 200 | SP-COMMERCIAL 3/4" | 200 | 8 | 1,844.64 | 0.00 | 0.00 | 0.00 | 2,702.0 |
| WTR | 110 | 201 | SP-COMMERCIAL 1" | 201 | 11 | 3,784.62 | 0.00 | 0.00 | 0.00 | 5,546.0 |
| WTR | 110 | 202 | SP-COMMERCIAL 1.5" | 202 | 3 | 223.20 | 0.00 | 0.00 | 0.00 | |
| WTR | 110 | 203 | SP-COMMERCIAL 2" | 203 | 20 | 10,162.64 | 0.00 | 0.00 | 0.00 | 12,395.0 |
| WTR | 110 | 400 | SP-MUNICIPAL 3/4" | 400 | 1 | 0.00 | 0.00 | 0.00 | 0.00 | |

# STRAND'S

# 5 YEAR

# UTILITY RATE STUDY :

# DECEMBER 2023

STRAND ASSOCIATES®
Excellence in Engineering
Since 1946

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

December 5, 2023

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

Re: Utility Rate Study
City of Sealy, Texas

Dear Kimbra,

Enclosed is the final Utility Rate Study.

Please call 979-836-7937 should you have any questions.

Sincerely,

STRAND ASSOCIATES, INC.®

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

Morgan E. Ruiz

Enclosure: Report

Professional

Engineering

Services

# Utility Rate Study

## Report

City of

Sealy, Texas

December 2023

STRAND ASSOCIATES®

# SECTION 4
# SOLID WASTE RATES

## 4.01 EXISTING RATES

Tables 4.01-1 and 4.01-2 include the City's current residential and commercial solid waste rates, respectively. Each residential account is charged the standard service charge, which includes one cart, and can have additional carts charged to each account, if requested. Commercial accounts are categorized by solid waste cart size in cubic yards (CY) and the number of times per week (x) the cart's contents are collected, from every other week (EOW) to up to six times a week, plus extra pick-ups. Additional commercial charges can be added for additional pick-ups, recycling (R), lock bars, hand pick-ups (once per week), and casters.

| | |
|---|---|
| Residential–Standard Service | $33.78 |
| Residential–Additional Cart | $17.24 |

**Table 4.01-1 Existing Residential Solid Waste Rates**

| | EOW | 1x | 2x | 3x | 4x | 5x | 6x | Extra |
|---|---|---|---|---|---|---|---|---|
| 2 CY | NA | $171.12 | $318.85 | $469.49 | NA | NA | NA | $102.38 |
| 3 CY | NA | $198.91 | $378.81 | $555.79 | NA | NA | NA | $106.77 |
| 4 CY | NA | $235.48 | $443.17 | $653.78 | $861.47 | $1,069.16 | NA | $109.70[1] |
| R-4 CY | $118.47 | $200.38 | NA | NA | NA | NA | NA | NA |
| 6 CY | NA | $318.85 | $593.82 | $873.17 | $1,143.75 | $1,423.11 | NA | $117.01 |
| R-6 CY | $159.42 | $270.58 | $504.60 | NA | NA | NA | NA | NA |
| 8 CY | NA | $397.83 | $738.61 | $1,080.86 | $1,423.11 | $1,762.43 | $2,011.49 | $138.95 |
| R-8 CY | $198.91 | $339.32 | $627.46 | NA | NA | NA | NA | NA |
| R-Cart | $27.79 | $58.50 | NA | NA | NA | NA | NA | NA |

| Other Services | |
|---|---|
| Commercial–Lock Bars | $38.14 |
| Commercial–Hand Pick-Up | $82.36 |
| Commercial–Casters | $38.14 |

[1]This rate is on the City's fee schedule but is not a billing category in billing records obtained from the City for January 2022 through June 2023.
NA=Not Applicable

**Table 4.01-2 Existing Commercial Solid Waste Rates**

## 4.02 REVENUE REQUIREMENT

While historical budgets show revenues from limb pick-up fees and interest earnings, no revenues were projected for FYs 2024 through 2028 to determine a conservative revenue requirement. Table 4.02-1 summarizes the anticipated expenses and revenues for FYs 2024 through 2028.

| | FY 2024 | FY 2025 | FY 2026 | FY 2027 | FY 2028 |
|---|---|---|---|---|---|
| O&M | $1,954,013 | $2,032,294 | $2,113,718 | $2,198,412 | $2,286,508 |
| Cash Capital | $-- | $-- | $-- | $-- | $-- |
| Debt Service | $-- | $-- | $-- | $-- | $-- |
| Revenue Offsets | $-- | $-- | $-- | $-- | $-- |
| **Net Revenue Requirement** | **$1,954,013** | **$2,032,294** | **$2,113,718** | **$2,198,412** | **$2,286,508** |

**Table 4.02-1 Solid Waste Revenue Requirement**

## 4.03 ANTICIPATED GROWTH

Table 4.03-1 summarizes the annual growth anticipated. The anticipated growth equates to the anticipated growth for the solid waste utility. The current total accounts are the number of accounts billed in January 2023.

| | Total Accounts | Account Increase | Percent Increase |
|---|---|---|---|
| Current | 2,483 | - | - |
| FY 2024 | 2726 | 243 | 9.79% |
| FY 2025 | 2983 | 257 | 9.43% |
| FY 2026 | 3251 | 268 | 8.98% |
| FY 2027 | 3533 | 282 | 8.67% |
| FY 2028 | 3825 | 292 | 8.26% |

**Table 4.03-1 Future Solid Waste Account Growth Rates**

Table 4.03-2 summarizes the increase of accounts from FYs 2024 through 2028. The accounts are separated by billing categories. The growth in Table 4.03-2 uses the following assumptions, based on historical accounts from January 2022 through June 2023:

1. "Additional Residential Carts"–5 percent of the standard service number of carts.

2. "Commercial carts collected once a week ("No. CY-1x" on Table 4.03-2)" increases by one each year.

3. "Commercial carts collected more than once a week" do not increase, including extra pick-ups.

4. Accounts using "lock bars" and "hand pick-ups" increase by one each year for both.

5. Accounts using "casters" do not increase.

| Account Type | Base (FY 2023) | FY 2024 | FY 2025 | FY 2026 | FY 2027 | FY 2028 |
|---|---|---|---|---|---|---|
| **Residential** | | | | | | |
| Standard Service | 2,028 | 2,271 | 2,528 | 2,796 | 3,078 | 3,370 |
| Additional Cart | 100 | 112 | 126 | 140 | 154 | 169 |
| **Commercial** | | | | | | |
| 2 CY–1x | 26 | 27 | 28 | 29 | 30 | 31 |
| 3 CY–1x | 30 | 31 | 32 | 33 | 34 | 35 |
| 4 CY–1x | 36 | 37 | 38 | 39 | 40 | 41 |
| 6 CY–1x | 45 | 46 | 47 | 48 | 49 | 50 |
| 8 CY–1x | 35 | 36 | 37 | 38 | 39 | 40 |
| 2 CY–2x | -- | -- | -- | -- | -- | -- |
| 3 CY–2x | 1 | 1 | 1 | 1 | 1 | 1 |
| 4 CY–2x | 1 | 1 | 1 | 1 | 1 | 1 |
| 6 CY–2x | 3 | 3 | 3 | 3 | 3 | 3 |
| 8 CY–2x | 2 | 2 | 2 | 2 | 2 | 2 |
| 2 CY–3x | -- | -- | -- | -- | -- | -- |
| 3 CY–3x | 1 | 1 | 1 | 1 | 1 | 1 |
| 4 CY–3x | 1 | 1 | 1 | 1 | 1 | 1 |
| 6 CY–3x | 2 | 2 | 2 | 2 | 2 | 2 |
| 8 CY–3x | 2 | 2 | 2 | 2 | 2 | 2 |
| 4 CY–4x | 1 | 1 | 1 | 1 | 1 | 1 |
| 6 CY–4x | 2 | 2 | 2 | 2 | 2 | 2 |
| 8 CY–4x | 2 | 2 | 2 | 2 | 2 | 2 |
| 4 CY–5x | -- | -- | -- | -- | -- | -- |
| 6 CY–5x | 2 | 2 | 2 | 2 | 2 | 2 |
| 8 CY–5x | 2 | 2 | 2 | 2 | 2 | 2 |
| 8 CY–6x | 2 | 2 | 2 | 2 | 2 | 2 |
| 2 CY–Extra | -- | -- | -- | -- | -- | -- |
| 3 CY–Extra | -- | -- | -- | -- | -- | -- |
| 4 CY–Extra[1] | -- | -- | -- | -- | -- | -- |
| 6 CY–Extra | -- | -- | -- | -- | -- | -- |
| 8 CY–Extra | -- | -- | -- | -- | -- | -- |
| R-4 CY–EOW | 1 | 1 | 1 | 1 | 1 | 1 |
| R-6 CY–EOW | 2 | 2 | 2 | 2 | 2 | 2 |
| R-8 CY–EOW | 1 | 1 | 1 | 1 | 1 | 1 |
| R-Cart | 4 | 4 | 4 | 4 | 4 | 4 |
| R-4 CY–1x | 1 | 1 | 1 | 1 | 1 | 1 |
| R-6 CY–1x | -- | -- | -- | -- | -- | -- |
| R-6 CY–2x | 3 | 3 | 3 | 3 | 3 | 3 |
| Lock Bars | 11 | 12 | 13 | 14 | 15 | 16 |
| Hand Pick-Up | 112 | 113 | 114 | 115 | 116 | 117 |
| Casters | 2 | 2 | 2 | 2 | 2 | 2 |

[1]This rate is not a billing category as of June 2023, but is still included if the category is added in the future.

**Table 4.03-2 Future Number of Solid Waste Accounts**

## 4.04 REVENUES WITH EXISTING RATES

Table 4.04-1 projects the anticipated revenues if the City were to keep its existing solid waste rates.

| Account Type | FY 2024 | FY 2025 | FY 2026 | FY 2027 | FY 2028 |
|---|---|---|---|---|---|
| **Residential** | | | | | |
| Standard Service | $920,573 | $1,024,750 | $1,133,387 | $1,247,698 | $1,366,063 |
| Additional Cart | $23,202 | $26,067 | $28,963 | $31,860 | $34,963 |
| **Commercial** | | | | | |
| 2 CY–1x | $55,443 | $57,496 | $59,550 | $61,603 | $63,657 |
| 3 CY–1x | $73,995 | $76,381 | $78,768 | $81,155 | $83,542 |
| 4 CY–1x | $104,553 | $107,379 | $110,205 | $113,030 | $115,856 |
| 6 CY–1x | $176,005 | $179,831 | $183,658 | $187,484 | $191,310 |
| 8 CY–1x | $171,863 | $176,637 | $181,410 | $186,184 | $190,958 |
| 2 CY–2x | $-- | $-- | $-- | $-- | $-- |
| 3 CY–2x | $4,546 | $4,546 | $4,546 | $4,546 | $4,546 |
| 4 CY–2x | $5,318 | $5,318 | $5,318 | $5,318 | $5,318 |
| 6 CY–2x | $21,378 | $21,378 | $21,378 | $21,378 | $21,378 |
| 8 CY–2x | $17,727 | $17,727 | $17,727 | $17,727 | $17,727 |
| 2 CY–3x | $-- | $-- | $-- | $-- | $-- |
| 3 CY–3x | $6,669 | $6,669 | $6,669 | $6,669 | $6,669 |
| 4 CY–3x | $7,845 | $7,845 | $7,845 | $7,845 | $7,845 |
| 6 CY–3x | $20,956 | $20,956 | $20,956 | $20,956 | $20,956 |
| 8 CY–3x | $25,941 | $25,941 | $25,941 | $25,941 | $25,941 |
| 4 CY–4x | $10,338 | $10,338 | $10,338 | $10,338 | $10,338 |
| 6 CY–4x | $27,450 | $27,450 | $27,450 | $27,450 | $27,450 |
| 8 CY–4x | $34,155 | $34,155 | $34,155 | $34,155 | $34,155 |
| 4 CY–5x | $-- | $-- | $-- | $-- | $-- |
| 6 CY–5x | $34,155 | $34,155 | $34,155 | $34,155 | $34,155 |
| 8 CY–5x | $42,298 | $42,298 | $42,298 | $42,298 | $42,298 |
| 8 CY–6x | $48,276 | $48,276 | $48,276 | $48,276 | $48,276 |
| 2 CY–Extra | $-- | $-- | $-- | $-- | $-- |
| 3 CY–Extra | $-- | $-- | $-- | $-- | $-- |
| 4 CY–Extra[1] | $-- | $-- | $-- | $-- | $-- |
| 6 CY–Extra | $-- | $-- | $-- | $-- | $-- |
| 8 CY–Extra | $-- | $-- | $-- | $-- | $-- |
| R-4 CY–EOW | $1,422 | $1,422 | $1,422 | $1,422 | $1,422 |
| R-6 CY–EOW | $3,826 | $3,826 | $3,826 | $3,826 | $3,826 |
| R-8 CY–EOW | $2,387 | $2,387 | $2,387 | $2,387 | $2,387 |
| R-Cart | $1,334 | $1,334 | $1,334 | $1,334 | $1,334 |
| R-4 CY–1x | $2,405 | $2,405 | $2,405 | $2,405 | $2,405 |
| R-6 CY–1x | $-- | $-- | $-- | $-- | $-- |
| R-6 CY–2x | $18,166 | $18,166 | $18,166 | $18,166 | $18,166 |
| Lock Bars | $5,492 | $5,950 | $6,408 | $6,865 | $7,323 |
| Hand Pick-Up | $111,680 | $112,668 | $113,657 | $114,645 | $115,633 |
| Casters | $915 | $915 | $915 | $915 | $915 |
| **Total** | **$1,980,309** | **$2,104,664** | **$2,233,509** | **$2,368,030** | **$2,506,810** |
| **Revenue Requirement** | $1,954,013 | $2,032,294 | $2,113,718 | $2,198,412 | $2,286,508 |
| **Over or Under Revenues** | $26,296 | $72,370 | $119,792 | $169,618 | $220,302 |
| **Cumulative Revenues** | **$26,296** | **$98,666** | **$218,458** | **$388,076** | **$608,378** |

[1]This rate is not a billing category as of June 2023, but is still included if the category is added in the future.

**Table 4.04-1 Potential Solid Waste Revenues with Current Rates**

It is anticipated that the City will not have sufficient funds to cover forecasted expenses through FY 2028 with its current rates.

## 4.05 POTENTIAL RATES

Table 4.05-1 includes the percent increase each year from FYs 2024 through 2028 and the potential rate for each year. The rates are increased by the same percentage each year to maintain consistency. The residential rates are increased by 4.5 percent per year and commercial rates are increased by 7 percent per year.

| Account Type | Current | FY 2024 | FY 2025 | FY 2026 | FY 2027 | FY 2028 |
|---|---|---|---|---|---|---|
| Standard Service | $33.78 | $35.24 | $36.80 | $38.50 | $40.20 | $42.00 |
| Additional Cart | $17.24 | $18.00 | $18.80 | $19.60 | $20.50 | $21.40 |
| 2 CY–1x | $171.12 | $182.62 | $195.40 | $209.10 | $223.70 | $239.40 |
| 3 CY–1x | $198.91 | $212.21 | $227.10 | $243.00 | $260.00 | $278.20 |
| 4 CY–1x | $235.48 | $251.28 | $268.90 | $287.70 | $307.80 | $329.30 |
| 6 CY–1x | $318.85 | $340.25 | $364.10 | $389.60 | $416.90 | $446.10 |
| 8 CY–1x | $397.83 | $424.53 | $454.20 | $486.00 | $520.00 | $556.40 |
| 2 CY–2x | $318.85 | $340.25 | $364.10 | $389.60 | $416.90 | $446.10 |
| 3 CY–2x | $378.81 | $404.21 | $432.50 | $462.80 | $495.20 | $529.90 |
| 4 CY–2x | $443.17 | $472.87 | $506.00 | $541.40 | $579.30 | $619.90 |
| 6 CY–2x | $593.82 | $633.62 | $678.00 | $725.50 | $776.30 | $830.60 |
| 8 CY–2x | $738.61 | $788.11 | $843.30 | $902.30 | $965.50 | $1,033.10 |
| 2 CY–3x | $469.49 | $500.99 | $536.10 | $573.60 | $613.80 | $656.80 |
| 3 CY–3x | $555.79 | $592.99 | $634.50 | $678.90 | $726.40 | $777.20 |
| 4 CY–3x | $653.78 | $697.58 | $746.40 | $798.60 | $854.50 | $914.30 |
| 6 CY–3x | $873.17 | $931.67 | $996.90 | $1,066.70 | $1,141.40 | $1,221.30 |
| 8 CY–3x | $1,080.86 | $1,153.26 | $1,234.00 | $1,320.40 | $1,412.80 | $1,511.70 |
| 4 CY–4x | $861.47 | $919.17 | $983.50 | $1,052.30 | $1,126.00 | $1,204.80 |
| 6 CY–4x | $1,143.75 | $1,220.35 | $1,305.80 | $1,397.20 | $1,495.00 | $1,599.70 |
| 8 CY–4x | $1,423.11 | $1,518.51 | $1,624.80 | $1,738.50 | $1,860.20 | $1,990.40 |
| 4 CY–5x | $1,069.16 | $1,140.76 | $1,220.60 | $1,306.00 | $1,397.40 | $1,495.20 |
| 6 CY–5x | $1,423.11 | $1,518.51 | $1,624.80 | $1,738.50 | $1,860.20 | $1,990.40 |
| 8 CY–5x | $1,762.43 | $1,880.53 | $2,2012.20 | $2,153.10 | $2,303.80 | $2,465.10 |
| 8 CY–6x | $2,011.49 | $2,152.30 | $2,303.00 | $2,464.20 | $2,636.70 | $2,821.30 |
| 2 CY–Extra | $102.38 | $109.28 | $116.90 | $125.10 | $133.90 | $143.30 |
| 3 CY–Extra | $106.77 | $113.97 | $121.90 | $130.40 | $139.50 | $149.30 |
| 4 CY–Extra | $109.70 | $116.70 | $124.90 | $133.60 | $143.00 | $153.00 |
| 6 CY–Extra | $117.01 | $124.81 | $133.50 | $142.80 | $152.80 | $163.50 |
| 8 CY–Extra | $138.95 | $148.25 | $158.60 | $169.70 | $181.60 | $194.30 |
| R-4 CY–EOW | $118.47 | $126.37 | $135.20 | $144.70 | $154.80 | $165.60 |
| R-6 CY–EOW | $159.42 | $170.12 | $182.00 | $194.70 | $208.30 | $222.90 |
| R-8 CY–EOW | $198.91 | $212.21 | $227.10 | $243.00 | $260.00 | $278.20 |
| R-Cart–EOW | $27.79 | $29.69 | $31.80 | $34.00 | $36.40 | $38.90 |
| R-Cart–1x | $58.50 | $60.40 | $64.60 | $69.10 | $73.90 | $79.10 |
| R-4 CY–1x | $200.38 | $213.78 | $228.70 | $244.70 | $261.80 | $280.10 |
| R-6 CY–1x | $270.58 | $288.68 | $308.90 | $330.50 | $353.60 | $378.40 |
| R-8 CY–1x | $339.32 | $359.70 | $384.90 | $411.80 | $440.60 | $471.40 |
| R-6 CY–2x | $504.60 | $538.40 | $576.10 | $616.40 | $659.50 | $705.70 |
| R-8 CY–2x | $627.46 | $665.20 | $711.80 | $761.60 | $814.90 | $871.90 |
| Lock Bars | $38.14 | $40.73 | $43.50 | $46.50 | $49.80 | $53.30 |
| Cart (96-Gallon) | $82.36 | $82.36 | $88.10 | $94.30 | $100.90 | $100.90 |
| Casters | $38.14 | $40.73 | $43.50 | $46.50 | $49.80 | $53.30 |

**Table 4.05-1 Potential Solid Waste Rates**

## 4.06 REVENUES WITH POTENTIAL RATES

Table 4.06-1 projects the anticipated recovery with the potential rates in Table 4.05-1.

| Account Type | FY 2024 | FY 2025 | FY 2026 | FY 2027 | FY 2028 |
|---|---|---|---|---|---|
| Standard Service | $960,360 | $1,116,365 | $1,291,752 | $1,484,827 | $1,698,480 |
| Additional Cart | $24,224 | $28,426 | $32,928 | $37,884 | $43,399 |
| 2 CY–1x | $56,169 | $63,654 | $72.767 | $80.532 | $89.057 |
| 3 CY–1x | $78,942 | $87,206 | $96,228 | $106,080 | $116,844 |
| 4 CY–1x | $111,568 | $122,618 | $134,644 | $147,744 | $162,016 |
| 6 CY–1x | $187,818 | $205,352 | $224,410 | $245,137 | $267,660 |
| 8 CY–1x | $183,397 | $201,665 | $221,616 | $243,360 | $267,072 |
| 2 CY–2x | $-- | $-- | $-- | $-- | $-- |
| 3 CY–2x | $4,851 | $5,190 | $5,554 | $5,942 | $6,359 |
| 4 CY–2x | $5,674 | $6,072 | $6,497 | $6,952 | $7,439 |
| 6 CY–2x | $22,810 | $24,408 | $26,118 | $27,947 | $29,902 |
| 8 CY–2x | $18,915 | $20,239 | $21,655 | $23,172 | $24,794 |
| 2 CY–3x | $-- | $-- | $-- | $-- | $-- |
| 3 CY–3x | $7,116 | $7,614 | $8,147 | $8,717 | $9,326 |
| 4 CY–3x | $8,371 | $8,957 | $9,583 | $10,254 | $10,972 |
| 6 CY–3x | $22,360 | $23,926 | $25,601 | $27,394 | $29,311 |
| 8 CY–3x | $27,678 | $29,616 | $31,690 | $33,907 | $36,281 |
| 4 CY–4x | $11,030 | $11,802 | $12,628 | $13,512 | $14,458 |
| 6 CY–4x | $29,288 | $31,339 | $33,533 | $35,880 | $38,393 |
| 8 CY–4x | $36,444 | $38,995 | $41,724 | $44,645 | $47,770 |
| 4 CY–5x | $-- | $-- | $-- | $-- | $-- |
| 6 CY–5x | $36,444 | $38,995 | $41,724 | $44,645 | $47,770 |
| 8 CY–5x | $45,133 | $48,293 | $51,674 | $55,291 | $59,162 |
| 8 CY–6x | $51,655 | $55,272 | $59,141 | $63,281 | $67,711 |
| 2 CY–Extra | $-- | $-- | $-- | $-- | $-- |
| 3 CY–Extra | $-- | $-- | $-- | $-- | $-- |
| 4 CY–Extra | $-- | $-- | $-- | $-- | $-- |
| 6 CY–Extra | $-- | $-- | $-- | $-- | $-- |
| 8 CY–Extra | $-- | $-- | $-- | $-- | $-- |
| R-4 CY–EOW | $1,516 | $1,622 | $1,739 | $1,858 | $1,987 |
| R-6 CY–EOW | $4,083 | $4,368 | $4,673 | $4,999 | $5,350 |
| R-8 CY–EOW | $2,547 | $2,725 | $2,916 | $3,120 | $3,338 |
| R-Cart–EOW | $1,425 | $1,526 | $1,632 | $1,747 | $1,867 |
| R-Cart–1x | $-- | $-- | $-- | $-- | $-- |
| R-4 CY–1x | $2,565 | $2,744 | $2,936 | $3,142 | $3,361 |
| R-6 CY–1x | $-- | $-- | $-- | $-- | $-- |
| R-8 CY–1x | $-- | $-- | $-- | $-- | $-- |
| R-6 CY–2x | $19,382 | $20,740 | $22,190 | $23,742 | $25,405 |
| R-8 CY–2x | $-- | $-- | $-- | $-- | $-- |
| Lock Bars | $5,861 | $6,786 | $7,812 | $8,964 | $10,234 |
| Hand Pick-Up | $119,057 | $128,455 | $138,690 | $149,640 | $161,460 |
| Casters | $977 | $1,044 | $1,116 | $1,195 | $1,279 |
| **Total** | **$2,090,662** | **$2,348,016** | **$2,633,314** | **$2,945,509** | **$3,288,456** |
| **Revenue Requirement** | $1,954,013 | $2,032,294 | $2,113,718 | $2,198,412 | $2,286,508 |
| **Over or Under Revenues** | $136,649 | $315,722 | $519,596 | $747,098 | $1,001,948 |
| **Cumulative Revenues** | **$136,649** | **$452,371** | **$971,967** | **$1,719,064** | **$2,721,012** |

**Table 4.06-1 Potential Solid Waste Revenues with Potential Rates**

As shown in Table 4.06-1, the annual end balance for each year has positive funds. Strand suggests that the City continue to review its revenues annually for changes in solid waste billing volumes and expenses and consider adjusting rates as needed.

# FY 2025-2026 APPROVED BUDGET

# FUND 58 : SOLID WASTE

58 -SOLID WASTE FUND

| REVENUES | CURRENT BUDGET | 2025-2026 BUDGET | 2026-2027 BUDGET | 2027-2028 BUDGET | 2028-2029 BUDGET | 2029-BEYOND BUDGET | BUDGET WORKSHEET |
|---|---|---|---|---|---|---|---|
| FINES & FORFEITURES | | | | | | | |
| 58-42550 Penalties | 0 | 0 | 0 | 0 | 0 | 0 | |
| TOTAL FINES & FORFEITURES | 0 | 0 | 0 | 0 | 0 | 0 | |
| CHARGES FOR SERVICES | | | | | | | |
| 58-43040 Returned Check Fees | 0 | 0 | 0 | 0 | 0 | 0 | |
| 58-43045 Returned Check Fees (A/R only) | 0 | 0 | 0 | 0 | 0 | 0 | |
| TOTAL CHARGES FOR SERVICES | 0 | 0 | 0 | 0 | 0 | 0 | |
| INTERGOVERNMENTAL | | | | | | | |
| 58-43610 State Grant Proceeds | 0 | 0 | 0 | 0 | 0 | 0 | |
| TOTAL INTERGOVERNMENTAL | 0 | 0 | 0 | 0 | 0 | 0 | |
| SANITATION REVENUE | | | | | | | |
| 58-44300 Residential Garbage Svc. Fees | 976,837 | 1,012,633 | 0 | 0 | 0 | 0 | |
| 58-44310 Commercial Garbage Svc. Fees | 1,505,329 | 1,548,090 | 0 | 0 | 0 | 0 | |
| 58-44370 Limb Pickup Fees | 0 | 0 | 0 | 0 | 0 | 0 | |
| 58-44380 Transfer Station Charges | 0 | 0 | 0 | 0 | 0 | 0 | |
| TOTAL SANITATION REVENUE | 2,482,166 | 2,560,723 | 0 | 0 | 0 | 0 | |

44300 Residential Garbage Svc. FPERMANENT NOTES:
Increased by 3 percent

44300 Residential Garbage Svc. FCURRENT YEAR NOTES:
With annual 3% rate increase, the projected revenue is
$948,385.80 x 3% ($28,451.57) = $976,837

44300 Residential Garbage Svc. FNEXT YEAR NOTES:
RESIDENTIAL REVENUE:
FY 2022-2023: $828,676
FY 2023-2024: $956,891 15.4% increase
FY 2024-2025: YTD $675,089, averaging $84,386 x 4 =
$337,544, plus YTD:Projected year-end RESIDENTIAL total:
$1,012,633, which is approximately 3%
over FY 2024-2025. The projected year-end is also used as
the projected revenue for FY 2025-2026

44310 Commercial Garbage Svc. FePERMANENT NOTES:
15Increased by 3 percent

44310 Commercial Garbage Svc. FeCURRENT YEAR NOTES:
With annual 3% rate increase, the projected revenue is
$1,461,484 x 3% ($43,845) = $1,505,329

44310 Commercial Garbage Svc. FeNEXT YEAR NOTES:
COMMERCIAL REVENUE:
FY 2022-2023: $1,368,806
FY 2023-2024: $1,463,142 6.9% increase
FY 2024-2025: YTD $1,001,997, averaging $125,250 x 4 =

58 -SOLID WASTE FUND

| REVENUES | CURRENT BUDGET | 2025-2026 BUDGET | 2026-2027 BUDGET | 2027-2028 BUDGET | 2028-2029 BUDGET | 2029-BEYOND BUDGET | BUDGET WORKSHEET |
|---|---|---|---|---|---|---|---|
| | $501,000, plus YTD: Projected year-end COMMERCIAL total: $1,502,997 x 3% = $1,548,087, which is approximately 5.8% over FY 2024-2025 and consistent with year-over-year revenue | | | | | | |
| CONTRIBUTIONS & DONATIONS | | | | | | | |
| 58-44915 Naming and Donation Policy Fee | 0 | 0 | 0 | 0 | 0 | 0 | |
| TOTAL CONTRIBUTIONS & DONATIONS | 0 | 0 | 0 | 0 | 0 | 0 | |
| INVESTMENT INCOME | | | | | | | |
| 58-45000 Interest Earnings | 0 | 0 | 0 | 0 | 0 | 0 | |
| TOTAL INVESTMENT INCOME | 0 | 0 | 0 | 0 | 0 | 0 | |
| OTHER REVENUES | | | | | | | |
| 58-48120 Insurance Claim Proceeds | 0 | 0 | 0 | 0 | 0 | 0 | |
| 58-48500 Miscellaneous Revenues | 0 | 0 | 0 | 0 | 0 | 0 | |
| TOTAL OTHER REVENUES | 0 | 0 | 0 | 0 | 0 | 0 | |
| OTHER FINANCING SOURCES | | | | | | | |
| 58-49000 Gain on Sale of Assets | 0 | 0 | 0 | 0 | 0 | 0 | |
| 58-49600 Gain on Sale of Right to Use | 0 | 0 | 0 | 0 | 0 | 0 | |
| 58-49990 Transfers In | 0 | 0 | 0 | 0 | 0 | 0 | |
| 58-49998 Budgeted Reduction of Fund Bal | 0 | 0 | 0 | 0 | 0 | 0 | |
| TOTAL OTHER FINANCING SOURCES | 0 | 0 | 0 | 0 | 0 | 0 | |
| TOTAL REVENUES | 2,482,166 | 2,560,723 | 0 | 0 | 0 | 0 | |

58 -SOLID WASTE FUND
SOLID WASTE COLLECTION

| DEPARTMENTAL EXPENDITURES | CURRENT BUDGET | 2025-2026 BUDGET | 2026-2027 BUDGET | 2027-2028 BUDGET | 2028-2029 BUDGET | 2029-BEYOND BUDGET | BUDGET WORKSHEET |
|---|---|---|---|---|---|---|---|
| PERSONNEL | | | | | | | |
| 58-518-51010 Salaries & Wages | 0 | 0 | 0 | 0 | 0 | 0 | |
| 58-518-51012 Overtime Pay | 0 | 0 | 0 | 0 | 0 | 0 | |
| 58-518-51015 Longevity Pay | 0 | 0 | 0 | 0 | 0 | 0 | |
| 58-518-51017 Certification Pay | 0 | 0 | 0 | 0 | 0 | 0 | |
| 58-518-51020 Social Security | 0 | 0 | 0 | 0 | 0 | 0 | |
| 58-518-51030 Retirement Contributions | 0 | 0 | 0 | 0 | 0 | 0 | |
| 58-518-51040 Group Insurance | 0 | 0 | 0 | 0 | 0 | 0 | |
| 58-518-51050 Workers' Compensation | 0 | 0 | 0 | 0 | 0 | 0 | |
| 58-518-51060 Unemployment Compensation | 0 | 0 | 0 | 0 | 0 | 0 | |
| 58-518-51070 Pension Expense | 0 | 0 | 0 | 0 | 0 | 0 | |
| TOTAL PERSONNEL | 0 | 0 | 0 | 0 | 0 | 0 | |
| OPERATIONS | | | | | | | |
| 58-518-52000 General Office Supplies | 0 | 0 | 0 | 0 | 0 | 0 | |
| 58-518-52010 Office Copy Supplies | 0 | 0 | 0 | 0 | 0 | 0 | |
| 58-518-52040 Medical/First Aid Supplies | 0 | 0 | 0 | 0 | 0 | 0 | |
| 58-518-52050 Motor Fuel & Oil | 0 | 0 | 0 | 0 | 0 | 0 | |
| 58-518-52060 Janitorial Supplies | 0 | 0 | 0 | 0 | 0 | 0 | |
| 58-518-52100 Wearing Apparel | 0 | 0 | 0 | 0 | 0 | 0 | |
| 58-518-52130 Food & Water Supplies | 0 | 0 | 0 | 0 | 0 | 0 | |
| 58-518-52150 Buildings & Grounds Suppli | 0 | 0 | 0 | 0 | 0 | 0 | |
| 58-518-52240 Chemicals | 0 | 0 | 0 | 0 | 0 | 0 | |
| 58-518-52280 Motor Vehicle Supplies | 0 | 0 | 0 | 0 | 0 | 0 | |
| 58-518-52320 Minor Tools & Equipment | 0 | 0 | 0 | 0 | 0 | 0 | |
| 58-518-52330 Safety Equipment | 0 | 0 | 0 | 0 | 0 | 0 | |
| 58-518-53000 Engineering Services | 0 | 0 | 0 | 0 | 0 | 0 | |
| 58-518-53010 Auditing & Accounting | 5,971 | 5,025 | 0 | 0 | 0 | 0 | |
| 58-518-53020 Consultant Services | 0 | 0 | 0 | 0 | 0 | 0 | |
| 58-518-53030 Legal Services | 0 | 0 | 0 | 0 | 0 | 0 | |
| 58-518-53150 Solid Waste Collection | 0 | 0 | 0 | 0 | 0 | 0 | |
| 58-518-53152 Residential Refuse Collect | 648,109 | 684,945 | 0 | 0 | 0 | 0 | |
| 58-518-53154 Commercial Refuse Collecti | 1,091,153 | 1,098,341 | 0 | 0 | 0 | 0 | |
| 58-518-53200 Electricity | 0 | 0 | 0 | 0 | 0 | 0 | |
| 58-518-53210 Telephone | 0 | 0 | 0 | 0 | 0 | 0 | |
| 58-518-53310 Travel & Training | 0 | 0 | 0 | 0 | 0 | 0 | |
| 58-518-53330 Postage & Shipping | 0 | 0 | 0 | 0 | 0 | 0 | |
| 58-518-53340 Printing & Binding | 0 | 0 | 0 | 0 | 0 | 0 | |
| 58-518-53390 Gross Receipts Tax | 620,542 | 640,181 | 0 | 0 | 0 | 0 | |
| 58-518-53400 General Liability Insuranc | 4,289 | 3,725 | 0 | 0 | 0 | 0 | |
| 58-518-53420 Auto Liability Insurance | 0 | 0 | 0 | 0 | 0 | 0 | |
| 58-518-53500 Buildings & Grounds Rep/Ma | 0 | 0 | 0 | 0 | 0 | 0 | |
| 58-518-53520 Office Equipment Repairs/M | 0 | 0 | 0 | 0 | 0 | 0 | |
| 58-518-53540 Motor Vehicles Repairs/Mai | 0 | 0 | 0 | 0 | 0 | 0 | |
| 58-518-53550 Garbage Container Repairs | 0 | 0 | 0 | 0 | 0 | 0 | |
| 58-518-53560 Heavy Equipment Repairs/Ma | 0 | 0 | 0 | 0 | 0 | 0 | |
| 58-518-53580 Radio & Radar Repairs/Main | 0 | 0 | 0 | 0 | 0 | 0 | |
| 58-518-53680 Grant-related Expenses | 0 | 0 | 0 | 0 | 0 | 0 | |

58 -SOLID WASTE FUND
SOLID WASTE COLLECTION

| DEPARTMENTAL EXPENDITURES | CURRENT BUDGET | 2025-2026 BUDGET | 2026-2027 BUDGET | 2027-2028 BUDGET | 2028-2029 BUDGET | 2029-BEYOND BUDGET | BUDGET WORKSHEET |
|---|---|---|---|---|---|---|---|
| 58-518-53940 Uniform Rentals | 0 | 0 | 0 | 0 | 0 | 0 | |
| 58-518-54400 Permit Fees | 0 | 0 | 0 | 0 | 0 | 0 | |
| 58-518-55990 Bad Debt Expense | 0 | 0 | 0 | 0 | 0 | 0 | |
| 58-518-55995 Depreciation Expense | 0 | 0 | 0 | 0 | 0 | 0 | |
| TOTAL OPERATIONS | 2,370,064 | 2,432,217 | 0 | 0 | 0 | 0 | |

518-53010 Auditing & Accounting
NEXT YEAR NOTES:
FY 2025 AUDIT - $5,025 (15%)

518-53152 Residential Refuse Collect
PERMANENT NOTES:
Increased by 3 percent

518-53152 Residential Refuse Collect
CURRENT YEAR NOTES:
FY 2025 3% annual adjustment per contract ($18,877) = $648,109

518-53152 Residential Refuse Collect
NEXT YEAR NOTES:
FY 2024-2025: YTD $452,995, averaging $53,000 per month x 4 = $212,000
Projected year-end total: $664,995 x 3% = $684,945

518-53154 Commercial Refuse Collecti
PERMANENT NOTES:
Increased by 3 percent

518-53154 Commercial Refuse Collecti
CURRENT YEAR NOTES:
FY 2025 3% annual adjustment per contract ($31,781) = $1,091,153

518-53154 Commercial Refuse Collecti
NEXT YEAR NOTES:
FY 2024-2025: YTD $710,305, averaging $89,000 per month x 4 = $356,000
Projected year-end total: $1,066,350 x 3% = $1,098,341

518-53390 Gross Receipts Tax
NEXT YEAR NOTES:
Projecting combined Commercial and Residential Services Fee Revenue of $2,560,723 x 25% = $640,181

518-53400 General Liability Insuranc
NEXT YEAR NOTES:
TMLIRP $3,725

| CAPITAL OUTLAY | | | | | | | |
|---|---|---|---|---|---|---|---|
| 58-518-56010 Buildings | 0 | 0 | 0 | 0 | 0 | 0 | |
| 58-518-56090 Motor Vehicles | 0 | 0 | 0 | 0 | 0 | 0 | |
| TOTAL CAPITAL OUTLAY | 0 | 0 | 0 | 0 | 0 | 0 | |
| TOTAL SOLID WASTE COLLECTION | 2,370,064 | 2,432,217 | 0 | 0 | 0 | 0 | |

58 -SOLID WASTE FUND
NON-DEPARTMENTAL

| DEPARTMENTAL EXPENDITURES | CURRENT BUDGET | 2025-2026 BUDGET | 2026-2027 BUDGET | 2027-2028 BUDGET | 2028-2029 BUDGET | 2029-BEYOND BUDGET | BUDGET WORKSHEET |
|---|---|---|---|---|---|---|---|
| OPERATIONS | | | | | | | |
| 58-599-55710 Service/Finance Charges | 0 | 0 | 0 | 0 | 0 | 0 | |
| TOTAL OPERATIONS | 0 | 0 | 0 | 0 | 0 | 0 | |
| CAPITAL OUTLAY | | | | | | | |
| 58-599-56200 Capital Outlay - Leases | 0 | 0 | 0 | 0 | 0 | 0 | |
| TOTAL CAPITAL OUTLAY | 0 | 0 | 0 | 0 | 0 | 0 | |
| OTHER FINANCING USES | | | | | | | |
| 58-599-59998 Budgeted Addition to Fund | 112,102 | 128,506 | 0 | 0 | 0 | 0 | |
| TOTAL OTHER FINANCING USES | 112,102 | 128,506 | 0 | 0 | 0 | 0 | |
| TOTAL NON-DEPARTMENTAL | 112,102 | 128,506 | 0 | 0 | 0 | 0 | |
| TOTAL EXPENDITURES | 2,482,166 | 2,560,723 | 0 | 0 | 0 | 0 | |
| REVENUE OVER/(UNDER) EXPENDITURES | 0 | 0 | 0 | 0 | 0 | 0 | |

# STAFF REPORT

Meeting Date: September 16, 2025

Agenda Item No. - Discussion and Possible Action regarding Amending the Master Fee Schedule for:

- Solid Waste Rates

Prepared by: Mike Barrow, Assistant City Manager

## SUMMARY:

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

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

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

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

## FINANCIAL IMPACT:

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

## RECOMMENDATION:

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

**ORDINANCE 2025-**

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

* * * * * * * * * * * * *

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

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

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

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

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

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

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

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

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

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

_____
Carolyn Bilski, Mayor

ATTEST:

_____
Sandra Vrablec, City Secretary

# Track Changes

| Type | Fee |
|---|---|
| **COMMERCIAL RATES AND CHARGES** | |
| Every customer having a commercial building utility connection is presumed to be making substantial use of the solid waste collection service and is required to establish such service with the City. If a commercial customer desires recycling service at its location, it shall establish such service through the City of Sealy. | |
| Customers that utilize roll-off containers must contract directly with TDS for their garbage collection needs. These entities may contact TDS at (800) 375-8375. | |

**Commercial pricing for Container Service:**

| **Commercial – Solid Waste** | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Container Size** | Fixed Charges (Per Month) | | | | | | **Extra Pick-Up** |
| | **1x Per Week** | **2x Per Week** | **3x Per Week** | **4x Per Week** | **5x Per Week** | **6x Per Week** | |
| 2CY | ~~$195.40~~ $209.10 | ~~$364.10~~ $389.60 | ~~$536.10~~ $573.60 | | | | ~~$116.90~~ $125.10 |
| 3CY | ~~$227.10~~ $243.00 | ~~$432.50~~ $462.80 | ~~$634.50~~ $678.90 | | | | ~~$121.90~~ $130.40 |
| 4CY | ~~$268.90~~ $287.70 | ~~$506.00~~ $541.40 | ~~$746.40~~ $798.60 | ~~$983.50~~ $1,052.30 | ~~$1,220.60~~ $1,306.00 | | ~~$124.90~~ $133.60 |
| 6CY | ~~$364.10~~ $389.60 | ~~$678.00~~ $725.50 | ~~$996.90~~ $1,066.70 | ~~$1,305.80~~ $1,397.20 | ~~$1,624.80~~ $1,738.50 | | ~~$133.50~~ $142.80 |
| 8CY | ~~$454.20~~ $486.00 | ~~$843.30~~ $902.30 | ~~$1,234.00~~ $1,320.40 | ~~$1,624.80~~ $1738.50 | ~~$2,012.20~~ $2,153.10 | ~~$2,303.00~~ $2,464.20 | ~~$158.60~~ $169.70 |
| Cart (96 Gallon) | ~~$83.36~~ $85.86 | | | | | | |

| | |
|---|---|
| Lock Bars | ~~$43.50~~ $46.50 |
| Casters | ~~$43.50~~ $46.50 |

| Type | Fee |
|---|---|

**Commercial Recycling:**

| Commercial - Recycle | | | |
|---|---|---|---|
| Container Size | Fixed Charges (Per Month) | | |
| | Every Other Week | 1x Per Week | 2x Per Week |
| 4CY | ~~$135.20~~ $144.70 | ~~$228.70~~ $244.70 | |
| 6CY | ~~$182.00~~ $194.70 | ~~$308.90~~ $330.50 | ~~$576.10~~ $616.40 |
| 8CY | ~~$227.10~~ $243.00 | ~~$384.90~~ $411.80 | ~~$711.80~~ $761.60 |
| Cart (96 Gallon) | ~~$31.80~~ $34.00 | ~~$64.60~~ $69.10 | |
| **All waste must be containerized** | | | |

| **Providing for Payment; Discontinue Service:** | |
|---|---|
| Bills for solid waste and recycling services shall become due and payable at the City office of said City on the first day of each month. | |
| A ten percent (10%) penalty shall be added to the bill if paid after the tenth (10th) day of the month, and a bill shall be delinquent if not paid on or before the twentieth (20th) day of such month. | |
| The City shall have the right to discontinue the solid waste and recycling services to any person (or premises) that fails or refuses to make timely payment of solid waste and recycling services. | |
| **Administrative Fee**<br>All customers having delinquent bills of ten dollars ($10.00) or more shall be assessed an administrative fee, regardless of whether service is disconnected or not; this fee, along with the full amount of the delinquent bill, must be paid in order to maintain solid waste and recycling services. | $30.00 |
| It shall be presumed that every person having an active residential, apartment, or commercial building is making substantial use of the solid waste and recycling services and shall be charged for such services. The City Manager, or his/her designee, is authorized to waive service and/or penalties on a case-by-case basis. | |
| For billing purposes, multi-family dwellings containing more than one (1) independent dwelling shall be billed for each unit the minimum charges whether occupied or not. | |

# Clean Version

**ORDINANCE 2025-**

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

* * * * * * * * * * * * *

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

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

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

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

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

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

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

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

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

**PASSED, APPROVED, AND ADOPTED** at this second reading on the 16th day of September 2025.

_____
Carolyn Bilski, Mayor

ATTEST:

_____
Sandra Vrablec, City Secretary

CITY OF SEALY, TEXAS
MASTER FEE SCHEDULE
ORDINANCE 2025-

EXHIBIT "A"

| Type | Fee |
|---|---|
| **NEW CONSTRUCTION/ADDITIONS RESIDENTIAL PERMIT FEES** | |
| All Single-Family & Duplex New Residential Construction | $0.70 per square foot (rounded up) plus $35.00 Permit issuance Fee |
| **BUILDING PERMIT FEES** | |
| **(To include Flatwork, Driveways, Sidewalks, Accessory Structures, and Initial Placement of Manufactured Home)** | |
| Contractor Registration fee (yearly) | $100.00 |
| Permit Issuance Fee | $35.00 |
| Valuation of less than $1,000.00, without inspection | No fee |
| Valuation of less than $1,000.00, with inspection | $75.00/inspection |
| Valuation of $1,001.00 to $50,000.00 | $30.00 for 1st $1,001.00 plus $5.00 each add'l 1,000.00 or fraction thereof |
| Valuation of $50,001.00 to $100,001.00 | $260.00 for 1st $50,001.00 plus $4.00 each add'l 1,000.00 or fraction thereof |
| Valuation of $100,001.00 to $500,000.00 | $460.00 for 1st $100,001.00 plus $3.00 each add'l 1,000.00 or fraction thereof |
| Valuation of over $500,001.00 | $1,660.00 for 1st $500,001.00 plus $2.00 each add'l 1,000.00 or fraction thereof |
| **Reinspection Fees*** | $75.00 - 1st reinspection |
| | $75.00 - 2nd reinspection |
| | $75.00 - 3rd reinspection |
| **Fees are doubled if work begins before the issuance of a valid permit.** | |
| **Reinspection fees are required for failed inspections and must be paid prior to the reinspection.** | |
| **COMMERCIAL BUILDING PERMIT FEES** | |
| Contractor Registration fee (yearly) | $100.00 |
| Permit Issuance Fee | $35.00 |
| Less Than $10,000.00 | No fee unless inspection required, in which case, a $75.00 inspection fee shall be charged |
| $10,000-50,000.00 | $550.00 for 1st $10,001.00 plus $5.75 for each additional thousand or fraction thereof |
| $50,001.00 - $100,000.00 | $800.00 for 1st $50,001.00 plus $4.75 for each additional thousand or fraction thereof |
| $100,001.00 - $500,000.00 | $1,000.00 for 1st $100,001.00 plus $3.50 for each additional thousand or fraction thereof |
| $500,001.00 - $1,000,000.00 | $3,500.00 for 1st $500,001.00 plus $3.00 for each additional thousand or fraction thereof |
| $1,000,001.00 and greater | $4,064.00 for 1st $1,000,001.00 plus $3.00 for each additional thousand or fraction thereof |
| Commercial Plan Review Fee (this provision and fee is not applicable to single-family or (two family (duplex) residential structures) | One-half of commercial permit fee |
| *** 3rd+ submittals for review will be charged** | 1/2 of the original Commercial Plan Review Fee |

***Proposed to City Council September 16, 2025***

| Type | Fee |
|---|---|
| **COMMERCIAL BUILDING PERMIT FEES (Continued)** | |
| Certificate of Occupancy or Temporary Certificate of Occupancy | Fee is included in Permit Fee, but New Use or New Tenant is $100.00 |
| | $75.00 - 1st reinspection |
| | $75.00 - 2nd reinspection |
| **Reinspection Fees*** | $75.00 - 3rd reinspection |
| **Fees are doubled if work begins before the issuance of a valid permit.** | |
| **Reinspection fees are required for failed inspections and must be paid prior to the reinspection.** | |
| Moving of any building or structure | $250.00 |
| Demolition of any building(s) or structure(s): | |
| 0 - 100,000 cubic feet | $250.00 |
| 100,001 cubic feet and over | $2.50 per 1,000 cubic feet |
| *** Fees are doubled if work begins before the issuance of a valid permit.** | |
| **MISCELLANEOUS FEES** | |
| Overnight Camping Permit (Chapter 66) | $30.00 per unit |
| Circus Permit | $100.00 |
| Fireworks Permit (Chapter 34) | $45.00 |
| Banner Fee | $50.00 per location |
| Donation Collection Boxes (Chapter 42) | $150.00 for permit and medallion + $150.00 each additional medallion |
| **TAX ABATEMENT POLICY FEE** | |
| Application Fee | $1,500.00 |
| **NAMING AND DONATION POLICY FEE** | |
| Application Fee | $75.00 |
| **HEALTH PERMIT FEES** | |
| Retail Food Stores and Food Service Establishments (annual) | 1-4 employees $200.00, 5-9 employees $300.00, 10-25 employees $400.00, 26+ employees $500.00 (Number of employees is based on number of employees on largest shift) |
| Mobile Vending Food Unit(s) | $50.00 per month (30 day period) |
| Temporary Food Service Permit | $50.00 |
| 14 days | $50.00 |
| Multiple Events (yearly) | $200.00 |

CITY OF SEALY, TEXAS
MASTER FEE SCHEDULE
ORDINANCE 2025-

EXHIBIT "A"

| Type | Fee |
|---|---|
| **SAFETY INSPECTION FEES** | |
| Day Care Facility; Foster Home Facility; or Commercial Business Inspections | $100.00 per yearly inspection |
| Industrial Safety Inspections for Electrical Turn On and Reinspect for TCO | $300.00 |
| Nursing/Assisted Living Facility or School | $300.00 |
| Manufactured Home Safety Inspections | $100.00 |
| **EVENT PERMIT** | |
| LEVEL 1: Small events – 150 people or less | $100.00 |
| LEVEL 2: Mid-size events - 151-500 people | $250.00 |
| LEVEL 3: Large events – 501 or more people | $500.00 |
| Mass Gathering Permit (Chapter 66) *(Based on est. crowd size)* | |
| 300-500 people | $250.00 |
| 501-1000 people | $500.00 |
| 1000 or more people | $750.00 |
| **GAME ROOM FEES- COIN OPERATED / AMUSEMENT REDEMPTION MACHINES** | |
| License Fee & Inspection per machine | $60.00 |
| Plus, fee per machine (tax) | $15.00 |
| **SEXUALLY ORIENTED BUSINESS** | |
| New or Renewal Sexually Oriented Business License | $500.00 |
| Employee License | $100.00 |
| **MULTI-FAMILY FEES** | |
| License fee (Sec 14-433) | $25.00 per. dwelling unit |
| Replacement license (Sec 14-433) | $10.00 |
| Reinspection fee (Section 14-437) | A fee of $20.00 for each reinspection of each noted violation in a dwelling unit, but not to exceed $40.00 per unit, within an apartment complex |
| Exterior Reinspection Fee (Sec 14-437) | A reinspection fee of $20.00 for each exterior violation item reinspected shall be assessed for inspections that are required to verify that a violation has been repaired or corrected. |

CITY OF SEALY, TEXAS
MASTER FEE SCHEDULE
ORDINANCE 2025-



| Type | Fee |
|---|---|
| **MOBILE HOME PARK FEES** | |
| Original mobile home park or recreational vehicle park license (section 58-86 (a)) | $300.00 |
| Renewal of mobile home park license (section 58-86(b)) | $100.00 |
| Transfer of mobile home park or recreational vehicle park license (section 58-81) | $50.00 |
| Transfer or replacement of mobile home (section 58-46 (b)) | $75.00 |
| Mobile Home Reinspection fee (section 58-46 (a)) | $25.00 |
| **DRAINAGE REVIEW FEE** | |
| Small Site Projects (Less than 10 acres) | $2,500.00 + $30.00 processing fee |
| Small to Medium Residential Subdivisions (20 to 60 lots) | $4,000.00 + $30.00 processing fee |
| Large Residential Subdivisions (over 60 lots) | $6,000.00 + $30.00 processing fee |
| Large Sites (10 acres or larger) | $8,000.00 + $30.00 processing fee |
| All 3rd Party Reviews above will be charged an Administrative Fee | 10% of the Review Fee |
| *** 3rd+ submittals for review by engineer will be charged** | ½ of the review fee |
| **CULVERT INSTALLATION** | |
| 20 feet Driveway | $650 plus the cost of the pipe and materials |
| 30 feet Driveway | $850 plus the cost of the pipe and materials |
| **UTILITIES DEVELOPMENT REVIEW FEE** | |
| Utility-Master Plan Model Reviews (Large Residential, > 60 Lots) | $4,000.00 |
| Utility-Master Plan Model Reviews (Small-Medium Residential, 20 to 60 Lots) | $3,000.00 |
| Utility-Master Plan Model Reviews (Large Site, > 10 Acres) | $4,000.00 |
| Utility-Master Plan Model Reviews (Small Site, < 10 Acres) | $2,500.00 |
| Lift Station Reviews (One Lift Station > 20 gpm) | $6,500.00 |
| Lift Station Reviews (Each Additional Lift Station > 20 gpm) | $2,500.00 |
| Traffic Impact Analysis Reviews (One Intersection) | $1,500.00 |
| Traffic Impact Analysis Reviews (Each Additional Intersection) | $1,000.00 |

CITY OF SEALY, TEXAS
MASTER FEE SCHEDULE
ORDINANCE 2025-



| Type | Fee |
|---|---|
| **UTILITIES DEVELOPMENT REVIEW FEE (Continued)** | |
| All 3rd Party Reviews above will be charged an Administrative Fee | 10% of the Review Fee |
| *** 3rd+ submittals for review by engineer will be charged** | ½ of the review fee |
| **SUBDIVISION PLAT REVIEW** | |
| Land plan/conceptual plan | $1,500.00 |
| Preliminary plat/residential | Base $500.00 plus $10.00 per lot |
| Preliminary plat/commercial - industrial | Base $500.00 plus $20.00 per acre |
| Final plat/residential | Base $500.00 plus $10.00 per lot |
| Final plat/commercial - industrial | Base $500.00 plus $10.00 per acre |
| All 3rd Party Reviews above will be charged an Administrative Fee | 10% of the Review Fee |
| Lot line Adjustment | $20.00 |
| Plat amendment | $300.00 |
| Variance Request | Residential $200.00<br>Commercial $500.00 |
| Hardship Permit | $75.00 |
| Comprehensive sign variance program | $150.00 |
| Parkland Dedication Fees - Chapter 87, Section 87-52 (c)(3) | $1200.00 per. Lot |
| *** 3rd+ submittals for review by engineer will be charged** | ½ of the review fee |
| **CIVIL AND ENGINEERING PLAN REVIEW FEES** | |
| **Civil Drawings with Plats:** | |
| Residential (Large, > 50 lots) | $10,000.00 |
| Residential (Small-Medium, < 50 lots) | $7,500.00 |
| Non-Residential (Large Site, > 5 acres) | $7,500.00 |
| Non-Residential (Small Site, < 5 acres) | $5,000.00 |
| **Plats and Re-Plats, No Civil Drawings:** | |
| Residential (Large, > 50 lots) | $2,500.00 |
| Residential (Small-Medium, < 50 lots) | $2,000.00 |
| Non-Residential (Large Site, > 5 acres) | $2,000.00 |

CITY OF SEALY, TEXAS
MASTER FEE SCHEDULE
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| Type | Fee |
|---|---|
| **CIVIL AND ENGINEERING PLAN REVIEW FEES (Continued)** | |
| Non-Residential (Small Site, < 5 acres) | $1,500.00 |
| All 3rd Party Reviews above will be charged an Administrative Fee | 10% of the Review Fee |
| *** 3rd+ submittals for review by engineer will be charged** | ½ of the review fee |
| **DEVELOPMENT POLICIES** | |
| Tax Increment Reinvestment Zone (TIRZ) | $5,000 per application |
| Public Improvement Utilities District (PID) | $5,000 per application |
| In-City Municipal Utility District (MUD) | $5,000 per application |
| Chapter 380 Agreement | $5,000 per application |
| Development Agreement | $5,000 per application |
| **DEVELOPMENT DEPOSITS, INSPECTIONS, AND ADDITIONAL REVIEWS AND MEETINGS FOR ENGINEERING AND LEGAL** | |
| Development of 1 acre or less | Minimum $500.00 |
| Development of 1 acre - 4.99 acres | Minimum $2,500.00 |
| Development of 5 acres - 49.99 acres | Minimum $5,000.00 |
| Development of 50 acres - 199.99 acres | Minimum $10,000.00 |
| Development of 200 acres or more | Minimum $15,000.00 |
| Processing Fee For Development Deposits | $75.00 |
| **DEVELOPMENT DEPOSITS, INSPECTIONS, AND ADDITIONAL REVIEWS AND MEETINGS FOR ENGINEERING AND LEGAL** | |
| **Inspections, Reviews, and Meetings** | |
| City Engineer | Actual Costs |
| City Attorney | Actual Costs |
| Administrative Fee for all Inspections, Reviews, and Meetings | 10% of the Inspection, review, and meeting costs |
| **ANNEXATION FEES** | |
| Due upon application for 1st Tract of land | $3,500.00 |
| Due upon application for each additional tract of land | $1,500.00 |
| **RIGHT-OF-WAY USE PERMIT APPLICATION** | |
| Utility Installation within City of Sealy Right-of-Way | $100.00 per location |
| **Fees are doubled if work begins before the issuance of a valid permit.** | |

CITY OF SEALY, TEXAS
MASTER FEE SCHEDULE
ORDINANCE 2025-



| Type | Fee |
|---|---|
| **NETWORK NODES** | |
| Construction Permit | $500.00 for 1st five nodes |
| Each additional nodes not to exceed 30 nodes | $250.00 per node |
| Annual Collocation fee | $20.00 |
| Annual public right-of-way rate | $250.00 per network node site installed in the city right-of-way |
| **Public right-of-way rate adjustment:** As provided in Section 284.054 of the Code, this amount will be adjusted by an amount equal to one-half the annual change, if any, in the consumer price index. The city shall provide written notice to each network provider of the new rate; and the rate shall apply to the first payment due to the city on or after the 60th day following the written notice. | |
| **NODE SUPPORT POLES** | |
| Construction Permit | $1,000.00 |
| Annual public right-of-way rate fee | $250.00 |
| **Public right-of-way rate fee:** As provided in Section 284.054 of the Code, this amount will be adjusted by an amount equal to one-half the annual change, if any, in the consumer price index. The city shall provide written notice to each network provider of the new rate; and the rate shall apply to the first payment due to the city on or after the 60th day following the written notice. | |
| **TRANSPORT FACILITIES** | |
| Construction permit | $500.00 |
| Each additional node | $250.00 per node |
| Public right-of-way rate fee | $28.00/month per node |
| **Public right-of-way rate fee:** As provided in Section 284.054 of the Code, this amount will be adjusted by an amount equal to one-half the annual change, if any, in the consumer price index. The city shall provide written notice to each network provider of the new rate; and the rate shall apply to the first payment due to the city on or after the 60th day following the written notice; however, no rate is required if the network provider is already paying the city an amount equal to or greater than the amount of other city right-of-way fees for access lines under Chapter 283 of the Code or cable franchise fees under V.T.C.A., Utility Code, Chapter 66. | |
| **MICRO NETWORK NODES** | |
| No Application Fee | |
| Collocation of network nodes on service poles | $20.00/year per service pole |

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MASTER FEE SCHEDULE
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| Type | Fee |
|---|---|
| **ELECTRICAL PERMIT FEES** | |
| Permit Issuance Fee | $35.00 |
| **Meter loop and service:** | |
| Up to and including 200 amps | $25.00 |
| Over 200 amps to and including 250 amps | $30.00 |
| Over 250 amps | $40.00 |
| Panels with eight (8) or more circuits | $25.00/each |
| Electrical outlets and fixtures | $1.00/each |
| Solar Panel System | 6000 watts or less is $250.00, each additional 1,000 watts is $25.00 or fraction thereof |
| Generator System | 25 kW or less is $150.00, each additional kW is $5.00 or fraction thereof |
| **Electrical appliances - domestic:** | |
| Range receptacle | $10.00/each |
| Clothes dryer | $10.00/each |
| Cooking top | $10.00/each |
| Ovens | $10.00/each |
| Garbage disposal | $10.00/each |
| Dishwashers | $10.00/each |
| Window air conditioner receptacle | $5.00/each |
| **Motors and transformers, permanently installed:** | |
| Up to and including 1 HP | $5.00/each |
| Over 1 HP through and including 10 HP | $15.00/each |
| Over 10 HP (plus $0.30 per HP) | $25.00/each |
| Streamers and festoon lighting per circuit | $15.00/each |
| Ball Park & parking lot light poles (no outlet or fixture charge) | $55.00/each |
| Pole with guy wires | $15.00/each |
| Temporary installation such as wood saws, floor-surfacing machines, paint spraying apparatus, and the like | $30.00/installation |
| Temporary installation of commercial sound equipment | $35.00/installation |
| Temporary lighting installations | $30.00/installation |

| Type | Fee |
|---|---|
| **ELECTRICAL PERMIT FEES (Continued)** | |
| Temporary installation such as carnivals or similar installation for amusement show display or similar uses - 10 kVA or less | $35.00/kVA |
| Temporary installation such as carnivals or similar installation for amusement show display or similar uses - all loads above 10kVA | $25.00/kVA |
| Temporary saw pole | $30.00/installation |
| Temporary cut-ins made permanent | $40.00/installation |
| Miscellaneous electric requiring inspection | $30.00 |
| ***Additions to old work shall be charged for at the same rate as new work** | |
| Reconnection fee | $30.00 |
| Sign Inspection and installation | $80.00 |
| Plan examination fee | one-half of permit fee |
| Plan re-examination fee due to alteration of approved plans | one-half of permit fee |
| ***Reinspection fees are required for failed inspections and must be paid prior to the reinspection.** | |
| **Reinspection Fees*** | $75.00 - 1st reinspection<br>$75.00 - 2nd reinspection<br>$75.00 - 3rd reinspection |
| **PLUMBING PERMITS** | |
| Permit Issuance Fee | $35.00 |
| Gas Test Fee | $45.00 |
| Plumbing fixture, floor drain or trap (including water and drainage piping) | $10.00/each |
| Gas piping and up to 4 outlets | $30.00 and $10.00 each additional outlet |
| House sewer | $20.00/each |
| House sewer having to be replaced and repaired | $25.00/each |
| Cesspool | $25.00/each |
| Septic tank and seepage pit or drain field, grease traps | $200.00 each |

| Type | Fee |
|---|---|
| **PLUMBING PERMITS (Continued)** | |
| Water heater and/or vent | $20.00/each |
| Installation, alteration or repair of water piping and/or water treating equipment | $20.00/each |
| Repair or alteration of drainage or vent piping | $20.00/each |
| Vacuum breakers or backflow protective devices installed subsequent to the installation of the piping or equipment served - up to 5 | $20.00 and $10.00 each additional |
| Lawn Sprinkler System | $35.00 |
| ***Reinspection fees are required for failed inspections and must be paid prior to the reinspection.** | |
| ***Fees are doubled if work begins before the issuance of a valid permit.** | |
| ***A plumbing, gas permit may be canceled by the applicant at any time within 30 days of issuance. If no work has been done under such permit, the plumbing and mechanical inspector shall refund 75 percent of the permit fee paid; however, in no case shall the city retain less than $25.00 to cover administrative costs.** | |
| **Reinspection Fees*** | $75.00 - 1st reinspection<br>$75.00 - 2nd reinspection<br>$75.00 - 3rd reinspection |
| **MECHANICAL PERMIT FEES** | |
| Contractor Registration fee (yearly) | $100.00 |
| Permit Issuance Fee | $35.00 |
| Inspect heating, ventilation, ductwork, air conditioning, and refrigeration system | $30.00 for 1st $1,000.00 or fraction thereof, of valuation plus $4.00 each add 'l $1,000.00 |
| Inspect repairs, alterations, and additions to an existing system | $10.00 plus $4.00 for each $1,000.00 or fraction thereof |
| **Boiler Inspections (based upon Btu input):** | |
| 33,000 Btu (1BHp) to 165,000 (5 Bhp) | $15.00 |
| 165,001 Btu (5BHp) to 330,000 (10 Bhp) | $25.00 |
| 330,001 Btu (10BHp) to 1,165,000 (52 Bhp) | $35.00 |
| 1,165,001 Btu (52 Bhp) to 3,300,000 (98 Bhp) | $55.00 |

| Type | Fee |
|---|---|
| **MECHANICAL PERMIT FEES (Continued)** | |
| Over 3,300,000 Btu (98 Bhp) | $75.00 |
| Reinspection fee of a heating, ventilation, air conditioning, or refrigeration system, boiler installation | $15.00 |
| Temporary operation inspection fee | $15.00 |
| Self-Contained units less than two tons | Total cost of all units combined |
| **Reinspection Fees*** | $75.00 - 1st reinspection<br>$75.00 - 2nd reinspection<br>$75.00 - 3rd reinspection |
| *Mechanical permit may be canceled by the applicant at any time within 30 days of issuance. If no work has been done under such permit, the plumbing and mechanical inspector shall refund 75 percent of the permit fee paid; however, in no case shall the city retain less than $25.00 to cover administrative costs. | |
| ***Fees are doubled if work begins before the issuance of a valid permit.** | |
| ***Reinspection fees are required for failed inspections and must be paid prior to the reinspection.** | |
| **COMMERCIAL FIRE ALARM SYSTEM** | |
| Contractor Registration Fee (yearly) | $100.00 |
| Permit Issuance Fee | $35.00 |
| Fire Alarm System Inspection Fee | $200.00 |
| plus, each device | $2.00 |
| After hours and weekends | $250.00 per inspection |
| **Reinspection Fees*** | $150.00 - 1st reinspection<br>$150.00 - 2nd reinspection<br>$150.00 - 3rd reinspection |
| ***Fees are doubled if work begins before the issuance of a valid permit.** | |
| ***Reinspection fees are required for failed inspections and must be paid prior to the reinspection.** | |
| **COMMERCIAL FIRE SUPPRESSION SYSTEM INSPECTIONS** | |
| Contractor Registration Fee (yearly) | $100.00 |
| Permit Issuance Fee | $100.00 |
| Automatic Fire Sprinkler System Wet/Dry Fee | $200.00 |
| plus, each head | $2.00 |

| Type | Fee |
|---|---|
| **COMMERCIAL FIRE SUPPRESSION SYSTEM INSPECTIONS (Continued)** | |
| All Inspections, including inspections for items listed under Commercial and Multi-Family Fire Code Plan Review | $200.00 |
| After hours and weekends | $400.00 per inspection |
| **Reinspection Fees*** | $150.00 - 1st reinspection<br>$150.00 - 2nd reinspection<br>$150.00 - 3rd reinspection |
| ***Fees are doubled if work begins before the issuance of a valid permit.** | |
| ***Reinspection fees are required for failed inspections and must be paid prior to the reinspection.** | |
| **COMMERCIAL AND MULTIFAMILY FIRE CODE PLAN REVIEW** | |
| Fire Sprinkler system installation first 10,000 square feet | $200.00 |
| Fire Sprinkler system each additional 10,000 square feet | $100.00 |
| Fire Sprinkler Remove, Add, or Release over 1-25 sprinkler heads | $100.00 |
| Fire Sprinkler Remove, Add, or Release over 25 sprinkler heads | $100.00 |
| Fire Sprinkler Specialty Systems to include dry, foam, anti-freeze, and fixed-fire suppression will be in addition to fee above for each system. | $150.00 |
| Fire Alarm system installation first 20,000 square feet | $100.00 |
| Fire Pump - each pump, Smoke Control System, Standpipe System, Underground Private Fire Main, Fire Protection Water Supplies, Emergency Standby Power Systems - Generator, and Fire Apparatus Access Roads - Site | $125.00 |
| Private Fire Hydrant - each | $25.00 |
| Premise Identification - Address | $25.00 |
| Key Box - Rapid Entry Access | $25.00 |
| Elevator Operation and Service Keys | $100.00 |
| Emergency Standby Power Systems - Generators | $75.00 |

| Type | Fee |
|---|---|
| **COMMERCIAL AND MULTIFAMILY FIRE CODE PLAN REVIEW (Continued)** | |
| Commercial Kitchen Hoods - Suppression System not included (fee for specialty system above) | $75.00 |
| Commercial Kitchen Cooking Oil Storage | $75.00 |
| Fire Protection Systems Required | $75.00 |
| Portable Fire Extinguishers | $75.00 |
| Interior Finishes and Decorative Vegetation | $200.00 |
| Mechanical Refrigeration - Cold Storage | $900.00 |
| Stationary Battery Storage | $150.00 |
| Dry Cleaning Facilities | $300.00 |
| Combustible Dust-Producing Operations | $300.00 |
| Motor Fuel Dispensing Facilities | $300.00 |
| Lumber Yard / Agro-Industrial / Solid Biomass / Woodworking Facilities | $350.00 |
| Flammable Finishes | $300.00 |
| Compressed Gases | $350.00 |
| Carbon Dioxide Beverage Dispensing | $200.00 |
| Liquified Petroleum Gases - except Propane | $300.00 |
| Temporary Fuel Storage / Dispensing | $150.00 |
| Aviation Facilities | $800.00 |
| Low-Pile Storage | $200.00 |
| High Pile Storage | $1,000.00 |
| Hazardous Materials | $1,000.00 |
| Access Control Locks | $150.00 |
| **COMMERCIAL FUEL TANKS** | |
| Contractor Registration Fee | 100 |
| Permit Issuance Fee | 35 |
| Underground Fuel Tank Removal | $250.00 per tank |
| Underground Fuel Tank Installation | $250.00 per tank |
| Aboveground Fuel Tank Installation | $250.00 per tank |

| Type | Fee |
|---|---|
| **COMMERCIAL FUEL TANKS (Continued)** | |
| Fuel Dispenser | $25.00 each |
| After hours and weekends | $500.00 per inspection |
| **Reinspection Fees*** | $75.00 - 1st reinspection<br>$75.00 - 2nd reinspection<br>$75.00 - 3rd reinspection |
| ***Fees are doubled if work begins before the issuance of a valid permit.** | |
| ***Reinspection fees are required for failed inspections and must be paid prior to the reinspection.** | |
| **WOODCHIPPING SERVICES** | |
| **CHIPPING RATES:** | |
| No free minute will be provided as in the past. Chipping is to be billed at a rate of: | $3.00 for the first minute with a minimum charge of $5.00 |
| City crews to determine if the pickup would be more cost effective for the customer using the tractor or chipping. No stumps or bushes will be chipped. Trunk pieces to be no larger than 8-inch diameter and no longer than 3 feet in length. Chipping to be done on the first full week of each month. | |
| **HEAVY LIMB PICK-UP:** | |
| No free minutes will be provided as in the past. Heavy pick-up is to be billed at a rate of: | $4.50 per minute, with a minimum charge of $25.00 |
| All limbs to be stacked with the ends facing the curb in a neat pile. No limbs over six feet (6') in length. Root balls are required to have the dirt removed prior to pick-up. Heavy pick-up to be completed the first week of each month following the chipping process. | |

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| Type | Fee |
|---|---|
| **FINANCIAL POLICIES** | |
| **RETURNED PAYMENTS:** | |
| Collection of a check or bank draft drawn on an account with insufficient funds or returned unpaid for any other reason | $30.00 |
| **DEBIT/CREDIT CARD PROCESSING SERVICES:** | |
| Any City-provided goods and services paid for in person, by telephone, fax, or via the internet | 3.5% of transaction amount or a minimum of $0.95, whichever is larger |
| **ELECTRONIC CHECK PROCESSING SERVICES:** | |
| Any City-provided goods and services paid for in person, by telephone, fax, or via the internet | $1.95 per payment |
| Any payment not honored by a credit card company subsequent to approval | $30.00 |
| **UTILITY BILLING SERVICES:** | |
| Any request for external notices to insert literature into city utility billing envelopes; literature must first be approved by the City Manager prior to placement. | 30% markup from City's cost, rounded to the nearest whole dollar, to be paid in advance of services. |
| ***All customers incurring delinquent charges of $10.00 or more shall be assessed an administrative fee in accordance with the fee schedule adopted by the council** | $30.00 |
| **Utility Bad Debt Payment:** | 30% reimbursement for collection cost |
| **BLUEBONNET GROUNDWATER CONSERVATION DISTRICT FEES** | |
| Based on consumption for each water meter | $0.07 per 1,000 gallons |
| **WASTEWATER/SEWER DISCHARGE FEES** | |
| Wastewater Discharge Permit | $200.00 |
| Renewing and/or transferring wastewater | $100.00 |
| Fee for monitoring, inspection, and surveillance procedures, including the cost of collections | $100.00 |
| **DRAINAGE DISCHARGE FEES** | |
| Residential | $2.00 per month/ per unit |
| Non-Residential | Base fee of $2.00 multiplied by number of ERU's |

CITY OF SEALY, TEXAS
MASTER FEE SCHEDULE
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| Type | Fee | | |
|---|---|---|---|
| **IMPACT FEES** | | | |
| Water and sewer impact fees are calculated using the size of the proposed water meter. The base fee for a 5/8-inch meter is multiplied by the AWWA 'Ratio to 5/8-inch Meter' from the Equivalency Table. This same ratio, based on the water meter size, is used to determine both the water and sewer impact fees. | | | |
| **Water** | | | **$3,381.00 base fee** |
| 5/8" Displacement Type | $3,381.00 | 4" Compound | $101,430.00 |
| 5/8" x 3/4" Displacement Type | $3,381.00 | 4" Turbine Vertical Shaft | $142,002.00 |
| 3/4" Displacement Type | $5,071.50 | 4" Turbine High Velocity | $219,765.00 |
| 1" Displacement Type | $8,452.50 | 6" Compound | $228,217.50 |
| 1.5" Displacement Type | $16,905.00 | 6" Turbine Vertical Shaft | $292,456.50 |
| 2" Displacement Type | $27,048.00 | 6" Turbine High Velocity | $473,340.00 |
| 2" Compound | $27,048.00 | 8" Compound | $304,290.00 |
| 3" Compound | $59,167.50 | 8" Turbine High Velocity | $811,440.00 |
| 3" Turbine Vertical Shaft | $74,382.00 | 10" Turbine High Velocity | $1,183,350.00 |
| 3" Turbine High Velocity | $118,335.00 | 12" Turbine High Velocity | $1,487,640.00 |
| **Sewer** | | | **$3,784.00 base fee** |
| 5/8" Displacement Type | $3,784.00 | 4" Compound | $113,520.00 |
| 5/8" x 3/4" Displacement Type | $3,784.00 | 4" Turbine Vertical Shaft | $158,928.00 |
| 3/4" Displacement Type | $5,676.00 | 4" Turbine High Velocity | $245,960.00 |
| 1" Displacement Type | $9,460.00 | 6" Compound | $255,420.00 |
| 1.5" Displacement Type | $18,920.00 | 6" Turbine Vertical Shaft | $327,316.00 |
| 2" Displacement Type | $30,272.00 | 6" Turbine High Velocity | $529,760.00 |
| 2" Compound | $30,272.00 | 8" Compound | $340,560.00 |
| 3" Compound | $66,220.00 | 8" Turbine High Velocity | $908,160.00 |
| 3" Turbine Vertical Shaft | $83,248.00 | 10" Turbine High Velocity | $1,324,400.00 |
| 3" Turbine High Velocity | $132,440.00 | 12" Turbine High Velocity | $1,664,960.00 |
| *** Refer to the AWWA Equivalency Table for Corresponding Unit Ratio** | | | |

| Type | Fee |
|---|---|

AWWA Equivalency Table

| Meter Size (Inch) | Meter Type | Continuous Duty Maximum Flow Rate (gpm) | Ratio to 5/8-inch Meter | Meter Size (Inch) | Meter Type | Continuous Dity Maximum Flow Rate (gpm) | Ratio to 5/8-inch Meter |
|---|---|---|---|---|---|---|---|
| 5/8 | Displacement Type | 10 | 1.0 | 4 | Compound | 300 | 30.0 |
| 5/8x3/4 | Displacement Type | 10 | 1.0 | 4 | Turbine Vertical Shaft | 420 | 42.0 |
| 3/4 | Displacement Type | 15 | 1.5 | 4 | Turbine High Velocity | 650 | 65.0 |
| 1 | Displacement Type | 25 | 2.5 | 6 | Compound | 675 | 67.5 |
| 1.5 | Displacement Type | 50 | 5.0 | 6 | Turbine Vertical Shaft | 865 | 86.5 |
| 2 | Displacement Type | 80 | 8.0 | 6 | Turbine High Velocity | 1,400 | 140.0 |
| 2 | Compound | 80 | 8.0 | 8 | Compound | 900 | 90.0 |
| 3 | Compound | 175 | 17.5 | 8 | Turbine High Velocity | 2,400 | 240.0 |
| 3 | Turbine Vertical Shaft | 220 | 22.0 | 10 | Turbine High Velocity | 3,500 | 350.0 |
| 3 | Turbine High Velocity | 350 | 35.0 | 12 | Turbine High Velocity | 4,400 | 440.0 |

CITY OF SEALY, TEXAS
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| Type | Fee |
|---|---|
| **WATER AND SANITARY SEWER RATES** | |
| **Water:** | |
| Radio Transmission Fee (per. Month) | $0.89 |
| Fixed charges (per. month) | |
| ¾ -inch | $20.30 |
| 1-inch | $30.20 |
| 1 ½ -inch | $74.40 |
| 2-inch | $116.50 |
| 3-inch | $261.60 |
| 4-inch | $445.30 |
| 6-inch | $992.70 |
| 8-inch | $1,190.20 |
| 10-inch | $1,487.80 |
| 0-2,000 gallons (minimum charge) | $2.00 or fraction thereof |
| 2,001-8,000 gallons (per 1,000 gallons) | $4.20 or fraction thereof |
| 8,001-23,000 gallons (per 1,000 gallons) | $5.40 or fraction thereof |
| Greater than 23,000 gallons (per 1,000 gallons) | $6.70 or fraction thereof |
| **Bulk Water Rates: Bulk Water/Fire Hydrant Meters:** | |
| Meter Set Up & Maintenance Charge | $200.00 initial set up & $50.00 per month |
| Per 1,000 gallons | $50.00 or fraction thereof |
| **Sanitary Sewer:** | |
| Fixed charges (per. month) | |
| Residential | $24.10 |
| Commercial | $79.20 |
| Industrial | $120.00 |
| Government | $79.20 |
| Non-Profit Flat <8,000 gal Water usage and <1-1/2 in water service - (flat rates do not have a volumetric component) | $24.00 |
| Residential Flat – (flat rates do not have volumetric component) | $42.20 |

| Type | Fee |
|---|---|
| **WATER AND SANITARY SEWER RATES (Continued)** | |
| Commercial Flat – (flat rates do not have volumetric component) | $57.70 |
| 0-2,000 gallons | $2.30 or fraction thereof |
| Greater than 2,000 gallons | $4.95 or fraction thereof |
| **Sanitary Sewer Surcharge** | |
| **Industrial Waste Established Surcharges:**<br>(a) The surcharges are to provide for the reimbursement of costs to the city to provide treatment for those wastes of quantity and strength produced by industrial processes, including wastes of characteristics difficult to treat for final disposal, but are accepted without pretreatment.<br>(b) These surcharges are in addition to base sewer service charge, sanitary sewer connection charges and/or industrial cost recovery charges established by the city.<br>(c) All surcharges established in this subdivision shall be an obligation of the permittee as a condition of keeping his permit valid.<br>**Computation of Surcharge:**<br>The surcharges to be determined for producers of industrial waste will be computed by the use of the following formula:<br>$S = BC \times F \times [ (A/100 -1) + ( B/250 -1) + ( C/400 -1) + ( D/250 -1) ]$<br><br>S = Surcharge in dollars<br>BC = Base sewer service charge in dollars<br>A = Total of actual measured oil and grease in mg/l, but not less than 100.<br>B = Total of actual measured BOD in mg/l, but not less than 250.<br>C = Total of actual measured COD in mg/l, but not less than 400.<br>D = Total of actual measured suspended solids in mg/l, but not less than 250.<br>F = Cost factor which is the factor of $0.40 | |
| For single- unit consumers with City water service, the billing rate structure consists of two components: A monthly fixed charge for the service, regardless of water meter size, plus Tiered volumetric charges per thousand gallons of water consumed, as registered by the meter serving the consumer and based on a winter averaging calculation specified below. | |

| Type | Fee |
|---|---|
| **Sanitary Sewer Surcharge (Continued)** | |
| For multiple- unit consumers utilizing a single water meter, the billing rate structure consists of two components: A monthly fixed charge for the service, regardless of water meter size, multiplied by the number of units being served plus Tiered volumetric charges per thousand gallons of water consumed, as registered by the water meter serving the consumer and based on a winter averaging calculation specified below. In calculating the charge, the number of gallons specified in each tier is multiplied by the number of units being served to determine the upper consumption limit for that tier. | |
| Note: Sanitary sewer charges for residential and commercial accounts are calculated based upon water consumed as registered by the water meter serving each consumer.<br>1. To qualify for sewer averaging, an account with sewer service must have had metered water service available throughout all four months of the previous November through February time period (the "designated winter months"). Metered water consumption for only the current occupant at a service address will be considered in the calculation of the average. The calculation will not include metered water consumption for any former occupants at the same service address.<br>2. Sewer averaging will be recalculated at the commencement of each fiscal year, starting with the billing for October consumption taking place on or about November 25 and continuing throughout the remainder of the fiscal year. An average of each qualifying account's water consumption for the four designated winter months will be calculated and billed in accordance with the applicable sewer rate table currently in effect. If an account with metered water service does not have water consumption for any of the designated winter months, those months will be excluded from the averaging calculation. Once the average has been calculated, it will be used as a basis for billing the account each month for the entire fiscal year until a new average has been established.<br>3. An account with metered water service that does not qualify for sewer averaging will be billed for sewer service based on a default average water consumption of 5,000 gallons per month, billed in accordance with the applicable sewer rate table currently in effect. The account will continue to be billed in this manner until such time when an average can be established.<br>4. An account with sanitary sewer service but without metered water service will be billed at the flat rate specified above. | |
| **WATER / SANITARY SEWER TAPS FEES** | |
| **Water Tap Fees:** | |
| 3/4-inch service | $1,400.00 |
| 1 inch service | $1,675.00 |
| Boring fee shall be charged if the main is located on the opposite side of the street (per foot) | $30.00 |
| Services of larger sizes will be determined by the Water Superintendent on a cost-plus basis. Installation fee shall be paid prior to installation and connection | |

| Type | Fee |
|---|---|
| **WATER / SANITARY SEWER TAPS FEES (Continued)** | |
| **Sanitary Sewer Tap Fees:** | |
| 4-inch service | $1,100.00 |
| Additional tap or larger than four inches (4") will be determined by Water/Sewer Superintendent including a proper allowance for labor performed. | |
| Boring fee shall be charged if the main is located on the opposite side of the street (per foot) | $50.00 |
| *** The boring fee should only be charged for an original sewer tap installation.** | |
| **WATER / SANITARY SEWER / SOLID WASTE SERVICE DEPOSITS** | |
| Residential: Owner Occupied | $75.00 |
| Residential: Senior Citizen (65 or over) | $40.00 |
| Residential: Tenant and/or mobile home | $125.00 |
| Commercial | 1 1/2 times estimated bill; however, the minimum deposit shall be no less than $250.00 |
| Bulk Water | $2,000.00 |
| **NATURAL GAS TAPS FEES** | |
| **Gas Tap Fees For Connection: The rates applicable for a gas service tap for residential, commercial, and industrial use are as follows:** | |
| One inch (1") residential service tap: service line up to 100 feet in length, meter, and regulator) | $1,200.00 |
| Boring fee shall be charged if the gas main is located on the opposite side of the street (per foot) | $30.00 |
| For all service taps over one inch (1") in size or service lines over 100 feet in length: actual cost of installation, including, but not limited to, the cost of materials, labor, equipment, and overhead will be charged. | |
| The one inch (1") tap fee shall be paid before the tap is made. The larger taps may be billed to owner and will be due within ten (10) days after receipt of bill. | |
| **NATURAL GAS RATES** | |
| **For single-unit consumers, the billing rate structure consists of three components:**<br>1. Monthly fixed charge for the service, based on the type of consumer, plus | |
| 2. (Based on the type of consumer), a volumetric charge per hundred cubic feet (CCF) of gas consumed, as registered by the gas meter serving the consumer during the billing period, plus | |

| Type | Fee |
|---|---|
| **NATURAL GAS RATES (Continued)** | |
| 3. Fuel adjustment factor per CCF of gas consumed that adjusts monthly to pass-through the actual cost of gas (as provided to the City through the contract with its current gas supplier). | |
| **For multiple-unit consumers utilizing a single gas meter, the billing rate structure consists of three components:**<br>1. Monthly fixed charge for the service, based on the type of consumer, multiplied by the number of units being served, plus<br>2. (Based on the type of consumer), a volumetric charge per hundred cubic feet (CCF) of gas consumed, as registered by the gas meter serving the consumer during the billing period, plus<br>3. Fuel adjustment factor per CCF of gas consumed that adjusts monthly to pass-through the actual cost of gas (as provided to the City through the contract with its current gas supplier). | |
| The following rates shall be charged for each month of service from the City's natural gas system. Charges for gas supplied by the City's gas system shall be based on the gas consumed, as registered by the gas meter serving each consumer. | |
| **Fixed Charges (per month)** | |
| Residential | $11.60 |
| Commercial | $40.00 |
| Industrial | $600.00 |
| Governmental | $58.20 |
| **Volumetric Base Charges (per CCF)** | |
| Residential | $0.88 |
| Commercial/Governmental | $1.14 |
| Small Industrial – Monthly Usage 25,000 CCF and under | $0.83 |
| Medium Industrial – Monthly Usage 25,001 to 50,000 CCF | $0.59 |
| Large Industrial – Monthly Usage 50,001 to 100,000 CCF | $0.59 |
| Extra Large Industrial – Monthly Usage 100,001 CCF and Above | $0.59 |
| *** Industrial Contracts: The City may negotiate industrial contracts as needed regarding rates, charges, and deposits.** | |
| **GAS SERVICE DEPOSITS** | |
| Residential: Owner-occupied | 75 |
| Residential: Senior citizen (age 65 or older) | $40.00 |
| Residential: Tenant-occupied/mobile home or manufactured home | $300.00 |

CITY OF SEALY, TEXAS
MASTER FEE SCHEDULE
ORDINANCE 2025-



| Type | Fee |
|---|---|
| **GAS SERVICE DEPOSITS (Continued)** | |
| Commercial | 1 ½ times the estimated monthly bill; however, the minimum deposit shall be no less than $250.00 |
| All deposits shall be paid in cash by the customer before any connection shall be made. Any deposit shall be refunded only after the customer gives notice to the City that such service is to be disconnected. All deposits shall be held by the City as security for the payment of all services rendered by the City to the customer, as well as for damages to any City property. The City Manager is authorized to adjust the deposit(s) for service on a case-by-case basis. | |
| Providing for payment: The bill for gas service shall become due and payable at the City office of said City on the first (1st) day of each month. A ten percent (10%) penalty shall be added if paid after the tenth (10th) day of the month, and shall be delinquent if not paid on or before the twentieth (20th) day of such month. The City Manager, or his/her designee, is authorized to waive penalties on a case-by-case basis. | |
| For billing purposes, multi-family dwellings containing more than one (1) independent dwelling unit that share one (1) meter shall be billed that number of minimum charges whether occupied or not. | |
| **Disconnect and Reconnect: The City shall cause service of said system to be disconnected and discontinued on and after the date that any bill shall become delinquent.** | |
| **Administrative Fee**<br><br>All customers having delinquent bills of ten dollars ($10.00) or more shall be assessed an administrative fee, regardless of whether service is disconnected or not; this fee, along with the full amount of the delinquent bill, must be paid in order to maintain service connection or to attain service reconnection. | $30.00 |
| After hours and weekends connection/reconnection of service | $30.00 |
| Service charge will be made for any requested summer disconnection and winter reconnection of gas service | $15.00 |

CITY OF SEALY, TEXAS
MASTER FEE SCHEDULE
ORDINANCE 2025-



| Type | Fee |
|---|---|
| **SOLID WASTE RATES** | |
| Solid waste and recyclables shall be picked up and removed by the City's contractor, Texas Disposal Systems ("TDS"), from each residence and non-residential establishment within the City at the following rates. When residential and non-residential activities are located within the same building, the commercial billing fee schedule will be applied to the utility account. For multiple-unit customers, the monthly fixed charge will be multiplied by the number of units. If the disposal of solid waste of a particular establishment is prohibited under the terms of the operating permit of the landfill facility being utilized by the City or its contractor, such establishment must make arrangements for a qualified individual or entity to collect and dispose of its solid waste at a properly permitted facility. | |
| TDS will not be collecting customers' garbage or recyclables on any scheduled collection day that falls on New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. | |
| The City contracts with TDS for once-a-week residential solid waste collection services at the following rates and charges: | |
| Each residence will also be provided curbside collection one (1) time per month on the customer's last day of pickup for the month. TDS will collect up to three (3) cubic yards per pick up of bulky waste or brush collected. Brush must be cut no longer than four (4) feet in length and three (3) inches in diameter. Brush must be bundled and tied and each bundle must weigh less than thirty-five (35) pounds for safety. There is no charge for this service other than the monthly residential rate listed above.<br>Single-stream recycling will be collected one (1) time every-other-week for each Residential Unit. The Contractor will provide one (1) ninety-six (96) gallon cart specifically for this service. There is no charge for this service other than the monthly residential rate listed above. | |
| **RESIDENTIAL RATES AND CHARGES** | |
| Standard service (one cart) | $36.80 |
| Each additional cart | $18.80 |
| **RESIDENTIAL SERVICE DEPOSITS** | |
| Residents having water, sanitary sewer, or natural gas service with the City are not required to pay an additional deposit for solid waste service. If the resident has only solid waste service, the following cash deposit shall be charged each customer: | |
| Owner Occupied | $75.00 |
| Senior Citizen (65 or older) | $40.00 |
| Tenant-occupied/mobile or manufactured home | $125.00 |
| *** All deposits shall be paid in cash by the customer before any service shall be provided. Any deposit shall be refunded only after the customer gives notice to the City that such service is to be discontinued. All deposits shall be held by the City as security for the payment of all services rendered by the City to the customer, as well as for damages to any City property. The City Manager is authorized to adjust the deposit(s) for service on a case-by-case basis.** | |

| Type | Fee |
|---|---|
| **COMMERCIAL RATES AND CHARGES** | |
| Every customer having a commercial building utility connection is presumed to be making substantial use of the solid waste collection service and is required to establish such service with the City. If a commercial customer desires recycling service at its location, it shall establish such service through the City of Sealy. | |
| Customers that utilize roll-off containers must contract directly with TDS for their garbage collection needs. These entities may contact TDS at (800) 375-8375. | |

**Commercial pricing for Container Service:**

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

| | |
|---|---|
| Lock Bars | $46.50 |
| Casters | $46.50 |

| Type | Fee |
|---|---|

**Commercial Recycling:**

| Commercial - Recycle | | | |
|---|---|---|---|
| Container Size | Fixed Charges (Per Month) | | |
| | Every Other Week | 1x Per Week | 2x Per Week |
| 4CY | $144.70 | $244.70 | |
| 6CY | $194.70 | $330.50 | $616.40 |
| 8CY | $243.00 | $411.80 | $761.60 |
| Cart (96 Gallon) | $34.00 | $69.10 | |
| **All waste must be containerized** | | | |

| **Providing for Payment; Discontinue Service:** | |
|---|---|
| Bills for solid waste and recycling services shall become due and payable at the City office of said City on the first day of each month. | |
| A ten percent (10%) penalty shall be added to the bill if paid after the tenth (10th) day of the month, and a bill shall be delinquent if not paid on or before the twentieth (20th) day of such month. | |
| The City shall have the right to discontinue the solid waste and recycling services to any person (or premises) that fails or refuses to make timely payment of solid waste and recycling services. | |
| **Administrative Fee**<br>All customers having delinquent bills of ten dollars ($10.00) or more shall be assessed an administrative fee, regardless of whether service is disconnected or not; this fee, along with the full amount of the delinquent bill, must be paid in order to maintain solid waste and recycling services. | $30.00 |
| It shall be presumed that every person having an active residential, apartment, or commercial building is making substantial use of the solid waste and recycling services and shall be charged for such services. The City Manager, or his/her designee, is authorized to waive service and/or penalties on a case-by-case basis. | |
| For billing purposes, multi-family dwellings containing more than one (1) independent dwelling shall be billed for each unit the minimum charges whether occupied or not. | |

CITY OF SEALY, TEXAS
MASTER FEE SCHEDULE
ORDINANCE 2025-



| Type | | Fee | |
|---|---|---|---|
| **CITY RENTAL VENUES** | | | |
| **FACILITY – GENERAL PUBLIC USE (4 hours)** | **DEPOSIT** | **BASE RATE** | **ADDITIONAL HOURS** |
| Liedertafel Hall | $350.00 | $850.00 (up to 4 hrs.) | $50.00/hr |
| Mark A. Chapman Park Pavilion | $100.00 | $180.00 (up to 4 hrs.) | $25.00/hr |
| W. E. Hill Community Center | $250.00 | $450.00 (up to 4 hrs.) | $50.00/hr |
| Abe & Irene Levine Park Pavilion | $50.00 | $40.00 (all day) | N/A |
| **FACILITY – NON PROFIT USE (3 hours) (3 days per yr.)** | **DEPOSIT** | **BASE RATE** | **ADDITIONAL HOURS** |
| Liedertafel Hall | $150.00 | $150.00 (up to 3 hrs.) | $50.00/hr |
| Mark A. Chapman Park Pavilion | $150.00 | $150.00 (up to 3 hrs.) | $25.00/hr |
| W. E. Hill Community Center | $150.00 | $150.00 (up to 3 hrs.) | $50.00/hr |
| | | | |
| **FACILITY – NON PROFIT USE (Reoccurring Meetings)** | **DEPOSIT** | **HOURLY RENTAL RATE** | |
| Mark A. Chapman Park Pavilion | $150.00 | $25.00/hr | |

| ADDITIONAL FEES (deducted from deposit or directly billed) | Liedertafel Hall | Mark A. Chapman Park Pavilion | W. E. Hill Community Center | Abe & Irene Levine Park Pavilion |
|---|---|---|---|---|
| Tables/Chairs not cleaned and/or returned to storage | $25 | $25 | $25 | N/A |
| Garbage not removed and taken from facility | $25 | $25 | $25 | $25 |
| Restrooms not cleaned | $50 | $50 | $50 | N/A |
| Air/Heat or lights left on | $75 | $75 | $75 | $50 |
| Debris left in or around the facility creating unsanitary or unhealthy conditions, such as food, diapers, etc. | $100 | $100 | $100 | $50 |
| Not securing the facility upon departure | $100 | $100 | $100 | N/A |
| Use of confetti, tape, nails or tacks within the facility | $50 | $50 | $50 | $50 |
| Floors not swept (or mopped in the case of a spill) | $50 | $50 | $50 | N/A |
| Facility key not picked up or returned on time | $25 | $25 | $25 | N/A |
| Day Prior for Decorating (Up to three hours. Can be deducted from security deposit) | $50/hr | N/A | N/A | N/A |
| Day Prior for Decorating (Four hours. Can be deducted from security deposit) | $150 | N/A | N/A | N/A |
| Day Prior for Decorating Base Rate for five or more hours (paid up front, not eligible for deduction from security deposit) | $500 | N/A | N/A | N/A |

***Proposed to City Council September 16, 2025***

CITY OF SEALY, TEXAS
MASTER FEE SCHEDULE
ORDINANCE 2025-



| Type | Fee |
|---|---|
| **CITY SECRETARY FEES** | |
| Alcohol Beverage License | |
| Wine & Malt Beverage Retailer's Off-Premise Permit (BQ) | $30.00 annually (or not to exceed $60.00 for a two-year period) |
| Wine Only Package Store Permit (Q) | $37.50 annually (or not to exceed $75.00 for a two-year period) |
| Local Distributor's Permit (LP) | $50.00 annually (or not to exceed $100.00 for a two-year period) |
| Wine & Malt Beverage Retailer's Permit (BG) *(previously known as Wine & Beer Retailer's Permit)* | $87.50 annually (or not to exceed $175.00 for a two-year period) |
| Package Store Permit (P) | $250.00 annually (or not to exceed $500.00 for a two-year period) |
| Mixed Beverage Permit (MB) | $375.00 annually* (or not to exceed $750.00 for a two-year period) |
| * There is a 3-year exemption period for mixed beverage permits. No local fee can be charged for the first three years after the TABC license is first issued | |
| Peddlers and Solicitors Permit | $30.00 (covers up to 6 people) |
| Replacement Identification Cards | $5.00/replacement card |
| Requests for Public Information | Reference Texas Administrative Code - CH. 70.3 for definitions/clarification |
| Standard paper copy | $0.10 per page |
| Nonstandard copy | |
| Diskette | $1.00 |
| Magnetic tape | Actual cost |
| Data cartridge | Actual cost |
| Tape cartridge | Actual cost |
| Rewritable CD (CD-RW) | $1.00 |
| Non-rewritable CD (CD-R) | $1.00 |
| Digital video disc (DVD) | $3.00 |
| JAZ drive | Actual cost |

| Type | Fee |
|---|---|
| **CITY SECRETARY FEES (Continued)** | |
| Other electronic media | Actual cost |
| VHS video cassette | $2.50 |
| Audio cassette | $1.00 |
| Oversize paper copy (e.g. 11x17) | $0.50 |
| Specialty paper (e.g. Mylar, blueline, map, photographic) | Actual cost |
| Labor charge for programming | $28.50 an hour. Only programming services shall be charged at this hourly rate |
| Labor charge for locating, compiling, manipulating data, and reproducing public information | *$15.00 an hour. Includes actual time to locate, compile, manipulate data, and reproduce the requested information |
| * A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in: two or more separate buildings that are not physically connected with each other; or a remote storage facility. | |
| Overhead charge | The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. |
| Miscellaneous supplies | The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information |
| Postal and shipping charges | Actual cost |
| Other charges | For any charges not listed, not to exceed the maximum allowable amount authorized under TAC 70.3 |
| **WRECKER SERVICE FEES** | |
| Transfer and service permits | $75.00 |
| Unlimited Auto Wrecker Permits | $200.00 per Yard |
| ***The same fee is payable annually 30 days before expiration of a permit for a one-year extension.** | |

Item #10

AGENDA ITEM NO: _____

SUBMITTED BY: Mike Barrow, Assistant City Manager
MEETING DATE: September 16, 2025

# STAFF REPORT

## DESCRIPTION

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

## ANALYSIS

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

## RECOMMENDATION

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

## FINANCIAL IMPACTS

**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 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 to read as follows:

"CHAPTER 70 – PARKS AND RECREATION"

* * * *

ARTICLE III. – CONDUCT IN PARKS

* * * *

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

**Section 3**. Subsection 70-74 (i) of Section 70-74 of Article III of Chapter 70 of the City of Sealy, Texas code of ordinances is amended to read as follows:

"CHAPTER 70 – PARKS AND RECREATION"

* * * *

ARTICLE III. – CONDUCT IN PARKS

* * * *

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

(a) *Fireworks and explosives.* No person shall bring or have in his possession, set off, or otherwise cause to explode, discharge or burn, within a park, any firecracker, torpedo, rocket, or other fireworks or explosive. This prohibition shall not apply to a fireworks display as authorized and for which a permit has been issued by the city.

(b) *Fires.* No person shall build or attempt to build a fire except in designated areas under such regulations as may be established by the city manager. No person shall drop, throw or otherwise scatter lighted matches, burning cigarettes, cigars, tobacco paper, or other flammable material within any park.

(c) *Glass containers.* It shall be unlawful for any person to use or possess in any form any glass beverage container in any location situated within a park.

(d) *Sound-producing devices.* No person shall use, operate, or allow to be used or operated any device for the reproduction or augmentation of sound in such manner as to disturb the peace, quiet or comfort of persons within a city park. The operation of any such sound-reproducing or augmentation device in such manner as to be plainly audible at a distance of 100 feet or more from the source of the sound shall be prima facie evidence of a violation of this subsection. For the sound to be plainly audible, words or phrases need not be distinguishable; bass reverberations are sufficient. This prohibition shall not apply to city-sponsored entertainment events within parks.

(e) *Boating and swimming.* No person shall swim, wade, boat or canoe in any area of a park. An exception is made to an emergency situation or authorization from the city manager.

(f) *Camping.* No person shall camp overnight in a park without first obtaining a permit from the city manager.

(g) *Park closures.* It shall be unlawful for any person to use any baseball field, soccer field, or other portion of a park if a notice of closure of such field or area is duly posted by the city or if such person is personally notified of such closure by a city employee.

(h) *Animals prohibited on sport fields.* It shall be unlawful for any person to cause, allow, or permit an animal to be on any sport field, unless such animal is an official mascot.

(i) *Golf 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 4**. *Repeal.* All ordinances or parts of ordinances in conflict herewith are repealed.

**Section 5**. *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 6**. *Effective Date*. This ordinance shall become effective immediately upon second reading.

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

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

_____
Carolyn Bilski, Mayor

ATTEST:

_____
Sandra Vrablec, City Secretary

# I. Executive Session

# Item #13
# Reports or Requests from the City Manager and Discussion

# Item #14
# Reports, Announcements, or Requests from Councilmembers

# J. Adjourn