



**NOTICE OF REGULAR MEETING
SEALY CITY COUNCIL
CITY COUNCIL CHAMBERS
415 MAIN STREET
SEALY, TX 77474
TUESDAY, FEBRUARY 3, 2026
6:00 P.M.**

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

A. Call to Order

B. Invocation and Pledges of Allegiance

C. Roll Call and Certification of a Quorum

D. Petition(s) and Public Comments

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

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

F. 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.)

- a) **Approve January 21, 2026, Regular Minutes**
- b) **Approval of Utility Application Programming Interface Agreement and Amendment One with API Integration and the City of Sealy Police Department**
- c) **Discussion and Possible Action regarding a request from Austin County to allow Voting at the W. E. Hill Community Center for Conducting the 2026 Elections. Dates include Set-Up, Early Voting, Election Day, and Pick-Up: Friday, February 13, 2026 – Wednesday, March 4, 2026; Friday, May 15, 2026 – Wednesday, May 27, 2026.**
- d) **Presentation and Acceptance of Racial Profiling Report from Sealy Police Department**
- e) **Ratification of Approval of Homeland Security Task Force Strategic Initiatives/Local Overtime (HSTF SILO) Cost Reimbursement Agreement (CRA) FY 26 Final (001)**

G. Public Hearing: The City Council for the City of Sealy, Texas, will hold a Public Hearing on Amending the 2025-2026 Fiscal Year Budget of the City of Sealy, Texas, to be held on the 3rd day of February, at 6:00 p.m. in the City Council Chamber located at 415 Main Street, Sealy, Texas 77474. All interested persons shall be given an opportunity to be heard for or against any item or the amount of any item contained in the Proposed Budget Amendment.

H. Presentation(s)

- **Property Tax Litigations and Potential Refunds by Greg Cook, Chief Appraiser**
- **Loop 350 and Gebhardt Road Improvement by TxDot**

I. Business

1. Discussion and Possible Action to Approve a Resolution of Support for TxDot to make Improvements to the Intersections along Highway 36 at North Circle Drive, South Circle Drive, and Gebhardt Road in Sealy, Texas.
2. Approve an Ordinance Calling and Ordering a General Election to be held on May 2, 2026, for the purpose of Electing a Mayor and One Councilmember; Designating the Polling Place for such Election; providing the Form of the Ballot for such Election; Directing the Giving of Notice of such Election; and providing Details Relating to the Holding of such Election.
3. Discussion and Possible Action regarding Approval of Amending Ordinance Chapter 28 Providing Rules and Regulations for Land Disturbance Permits (Second of two readings)
4. Update and Discussion on Replacement of Playground Equipment for the Abe and Irene Levine Park.
5. Discussion and Possible Action regarding Ordinance Amending the 2025-2026 Fiscal Year Budget:
 - Fund 10 – General Fund
 - Fund 11 – Municipal Court Technology Fund
 - Fund 12 – Time Payment Reimbursement Fee Fund
 - Fund 13 – Municipal Court Building Security Fund
 - Fund 22 – Local Youth Diversion Fund
 - Fund 23 – Municipal Jury Fund
6. Discussion and Possible Action regarding Approving a Resolution regarding Acceptance of Improvements and Maintenance Bond for Westward Pointe Section 3.
7. Discussion and Possible Action regarding an Interlocal Agreement between the City of Sealy and Emergency Service District #2.
8. Reports, Announcements, or Requests from Councilmembers.

J. Adjourn

CERTIFICATION

I, Sandra Vrabec, City Secretary of the City of Sealy, do hereby certify that the above notice of the City of Sealy, Texas, City Council, was posted in a place convenient to the general public (and the City's website) in compliance with Chapter 551, of the Texas Government Code, and at least 3 business days before the scheduled time of the meeting.



Sandra Vrabec, City Secretary

F. CONSENT AGENDA

a)



**MINUTES
SEALY CITY COUNCIL
CITY COUNCIL CHAMBERS
415 MAIN STREET
SEALY, TX 77474
WEDNESDAY, JANUARY 21, 2026
6:00 P.M.**

The City Council of the City of Sealy, Texas, conducted the meeting scheduled for January 21, 2026, at 6:00 p.m., at the Sealy City Council Chambers located at 415 Main Street, Sealy, Texas, 77474.

A. Call to Order

Mayor Bilski called the meeting to order at 6:01 p.m.

B. Invocation and Pledges of Allegiance

Mayor Bilski gave the Invocation and led the Pledges of Allegiance

C. Roll Call and Certification of a Quorum

Present:

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

Absent:

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

Staff Attending:

Kimbra Hill, City Manager
Sandra Vrabec, City Secretary
Tim Kirwin, City Attorney
Jennifer Matura, Finance Director
Russell Grimes, Chief of Police
Patrick Parsons, Public Works Director
Mike Barrow, Assistant City Manager/Planner
Bill Atkinson, EDC Director

D. Petitions(s) and Public Comments

No one signed up to speak.

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

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

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

The motion carried.

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.)

- **Approve January 6, 2026 Regular Minutes**
- **Approve Financial Report for Month Ending November 2025**
- **Approve Amending Chapter 28 Providing Rules and Regulations for Land Disturbance Permits
(Second of two readings)**
- **Approve Amending Section 38-60 of Division 2 of Article II of Chapter 38 for Providing Rules and Regulations for Flood Control
(Second of two readings)**
- e) **Approve Amending the Master Fee Schedule Ordinance regarding
(Second of two readings)**
 - i) **Chapter 312 Application Fee**
 - ii) **Chapter 380 Application Fee**
 - iii) **Development Agreement Application Fee**
 - iv) **Annexation Application Fee**
 - v) **Municipal Utility District (MUD) Application Fee**
 - vi) **Public Improvement District (PID) Application Fee**
 - vii) **Tax Increment Reinvestment Zone (TIRZ) Application Fee**
 - viii) **Land Disturbance Permit Fee**
 - ix) **Fire Hydrant Testing Report Fee**
 - x) **Developer Deposit (Development of 1 acre or less)**

- f) Approve an Ordinance of the City of Sealy, Texas, Adding a new Section 2-2 of Article I of Chapter 2 of the Code of Ordinances; Providing Rules and Regulations for Variances (First of two readings)**
- g) Approve an Ordinance Amending Chapter 78: Planning – Amending Section 78-36 regarding Variances (First of two readings)**
- h) Approve an Ordinance Amending Chapter 14 Building Regulations Amending Section 14-418 regarding Variances (First of two readings)**
- i) Approve an Ordinance Amending Chapter 28: Development Rules and Regulations Variances, Section 28-110 regarding Outdoor Lighting (First of two readings)**
- j) Approve an Ordinance Amending Chapter 28: Development Rules and Regulations Section 28-129 regarding Variances (First of two readings)**
- k. Approve an Ordinance Amending Chapter 58: Manufactured Homes and Trailers Section 58-112 (First of two readings)**
- l) Approve an Ordinance Amending Chapter 80: Signs – Sections 80-30. Variances and Appeals (First of two readings)**
- m) Approve an Ordinance Amending Chapter 87: Subdivision of Land and Plats – Section 87-3. Variances (First of two readings)**
- n) Approve An Ordinance Amending Chapter 29: Downtown Preservation District – Section 29-15 Variances (First of two readings)**
- o) Approving a Resolution regarding Acceptance of Improvements and Maintenance Bond for Westward Pointe Section 3**
- p) Approving a Petition for Release from the City’s Extraterritorial Jurisdiction (ETJ), approximately 115.904 acres from landowner Bullinger Creek LP.**
- q) City Secretary’s Yearly Report**
- r) Authorization for Replacing Piping and Pump at Ward Bend Lift Station**
- s) Approving a Resolution regarding Acceptance of Hunters Crossing Section 2 Sewer Lift Station**

t) Authorizing the City Manager or Chief of Police to Execute Memorandum of Understanding (MOUs) with the Houston High Intensity Drug Trafficking Area (HIDTA) for Access to and Participation in the Houston HIDTA License Plate Reader (LPR) Network

A motion was made by Councilman Zapalac to Table Agenda Item C and F – N, and to pull out for discussion Agenda Item O, and Approving the remaining Agenda Items in the Consent Agenda. Councilman Miller seconded the motion. Mayor Bilski called for the vote.

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

The motion carried.

A motion was made by Mayor Bilski to Table Agenda Item O until the February 3rd meeting. Councilman Zapalac seconded the motion. Mayor Bilski called for the vote.

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

The motion carried.

G. Business

1. Discussion and Possible Action regarding BSR Land Holdings, LLC or Faircroft Development, LLC Development Agreement.

A motion was made by Councilwoman Lerma to Approve with the Changes that Council has recommended. Councilman Zapalac seconded the motion. Mayor Bilski called for the vote.

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

The motion carried.

2. Discussion and Possible Action regarding Approving Sealy Police Department HB 33 (Uvalde Strong Act) Compliance and Coordination Standard Operating Procedure.

A motion was made by Councilwoman Lerma to Approve the Standard Operating Procedure (SOP). Councilman Burttschell seconded the motion. Mayor Bilski called for the vote.

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

The motion carried.

3. Discussion and Possible Action regarding Approving a Resolution to Appoint Public Information Officer.

A motion was made by Councilwoman Lerma to Appoint Chief Grimes as the Public Information Officer (PIO) as part of HB33
Councilman Miller seconded the motion. Mayor Bilski called for the vote.

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

The motion carried.

City Manager Kimbra Hill spoke about the Winter Storm and the upcoming TxDOT meeting being held on Thursday.

4. Reports, Announcements, or Requests from Councilmembers.

Burttschell	None	Absent
Zapalac		Thank Kimbra and Staff for their hard work, and the City Attorney
Curry		Absent
Miller		None
Noack		None
Lerma		Thank you to everyone who worked on the BSR Development Agreement
Bilski		None

H. Adjourn

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

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

The motion carried. The City Council meeting adjourned at 6:33 p.m.

PASSED AND APPROVED this 3rd day of February 2026.

Carolyn Bilski, Mayor

ATTEST:

Sandra Vrabec, City Secretary

F. CONSENT AGENDA

b)



AGENDA ITEM NO:

Discussion and Possible Action to Approve and Authorize Execution of Agreements Allowing Integration Between CoreForce Mobile (Utility Inc.) ALPR and Flock Safety ALPR Systems

SUBMITTED BY: Russell Grimes

MEETING DATE: February 3rd, 2026

STAFF REPORT

DESCRIPTION

The Sealy Police Department utilizes two Automated License Plate Reader (ALPR) platforms—CoreForce Mobile, formerly Utility Inc., and Flock Safety. To enhance investigative efficiency and officer safety, the Department seeks authorization to integrate these platforms so that limited, lawfully obtained ALPR data can be securely shared between systems for bona fide law enforcement purposes.

The proposed integration is governed by Amendment One to the existing CoreForce/Utility Inc. Service Agreement and a Third-Party API Integration Request and Authorization involving CoreForce /Utility Inc. and Flock Safety. These documents establish clear limitations, data ownership protections, termination rights, and liability disclaimers consistent with public-sector best practices.

BACKGROUND

The Sealy Police Department entered into a Service Agreement with Utility Inc. (now CoreForce) in January 2025 for Mobile ALPR services. As technology capabilities have evolved, CoreForce allows third-party system integrations through written authorization and amendment.

Flock Safety ALPRs are currently deployed by the Department for crime prevention, vehicle identification, and investigative support. Integrating these systems allows officers and investigators to view relevant ALPR information across platforms without duplicating searches or manually transferring data, while maintaining strict access controls and compliance with applicable laws.

Amendment One to the Utility Inc. Service Agreement formally authorizes third-party API integration, subject to written approval and defined purpose. The accompanying Third-Party API Authorization document specifically permits limited data sharing between Utility Inc. and Flock Safety solely for legitimate law enforcement use.

Key elements of the proposed integration include:

- **Purpose Limitation:** Data sharing is restricted to bona fide law enforcement purposes only.
- **Data Ownership:** The City of Sealy remains the sole owner of all ALPR data generated by or for the Police Department.
- **Privacy & Compliance:** The agreements expressly require compliance with all applicable privacy, data protection, and public-sector legal requirements.
- **Risk Allocation:** Both agreements contain standard disclaimers regarding third-party systems, availability, and functionality, consistent with industry standards.
- **Termination Rights:** Either party may terminate the authorization with written notice, ensuring the City retains full control over continued participation.
- **No New Fiscal Impact:** The integration does not create additional contractual costs beyond existing ALPR subscriptions.

This integration aligns with modern law enforcement best practices, improves investigative efficiency, and reduces officer workload while preserving transparency and accountability.

The proposed action is supported by Amendment One to the Utility Inc. Service Agreement and the Third-Party API Integration Authorization, both of which were structured to address public-sector risk, liability, and data ownership concerns.

Approval of this item will allow the Sealy Police Department to responsibly integrate two existing ALPR platforms, enhancing public safety operations while maintaining strong safeguards for data security, privacy, and legal compliance.

RECOMMENDATION

Staff recommends that the City Council approve the proposed third-party API integration between the Sealy Police Department's CoreForce Mobile (formerly Utility Inc.) ALPR system and the Flock Safety ALPR system, and authorize the City Manager or Chief of Police to execute all related agreements and documents necessary to implement the integration.



Third Party API Integration Request and Authorization

The Sealy, Texas Police Department (the “Client”) hereby requests Utility Associates, Inc. (“Utility” and together with Client, the “Parties”) integrate Utility’s application programming interface(s) (“API”) with certain third-party API to provide Client with additional services (“API Integration”). This Third-Party API Integration Request and Authorization (this “Authorization”) is submitted pursuant to the terms of the Sealy, Texas Police Department Service Agreement, as amended, by and between the Parties (the “Service Agreement”), and is contingent upon the Parties’ acceptance of the following terms and conditions which supplement and are in addition to the terms and conditions set forth and agreed upon by the Parties in the Service Agreement.

Terms and Conditions of Authorization

- 1. Permission and Authorization.** Client, a public entity, hereby authorizes and permits Utility to make certain Utility Client Data, as defined herein, viewable by and accessible to another Client contractor, Flock Group, Inc. (“Flock”), and authorizes and permits Flock to make certain Flock Client Data, as defined herein, viewable and accessible to Utility for the limited and exclusive purpose of permitting Client to access certain Client Data, as defined herein, to be used for bona fide law enforcement purposes, on both Utility’s and Flock’s software platforms (“Purpose”), but only to the extent Flock provides to Client and Utility Flock’s express written consent to such disclosure and use of the Flock Client Data
- 2. Client Data.** For purposes of this Authorization and the API Integration, “Client Data” shall mean geolocation data collected by and associated with Client’s licensed use of Utility’s BODYWORN® and CONNECT devices (“Utility Client Data”) together with license plate hotlist match data generated through Client’s agreement with Flock (“Flock Client Data”). Client remains the sole owner of all Client Data.
- 3. Restrictions.** Client specifically acknowledges and agrees that the API Integration shall only be used as specifically authorized herein.
- 4. Disclaimer of Warranty and Liability.** Utility shall provide the API Integration on an “as is” and “as available” basis and expressly disclaims all warranties, whether express or implied, including, but not limited to, any warranties of accuracy, reliability, non-infringement, merchantability, fitness for a particular purpose, non-infringement, or any other warranty, condition, guarantee or representation, whether oral, in writing, or in electronic form, including but not limited to the accuracy or completeness of any information contained therein or provided by the API Integration. Further, Utility does not represent that access to the API Integration will be uninterrupted or that there will be no failures, errors or omissions, or loss of transmitted information. Use of the Integrated API is at User’s own risk. Utility will not be held liable for any errors or omissions contained in or associated with the API Integration, other than errors or omissions contained in or associated with Utility’s work or products.

In no event will Utility be liable for any special, indirect, or consequential damages or any damages whatsoever resulting from loss of use, data, or profits, whether in an action in contract, negligence or other tortious action, arising out of or in connection with the API Integration.



5. **Indemnification.** To the extent permitted by law, Client will indemnify, defend, and hold harmless Utility from all claims, incurred by or asserted against Utility by any person or entity, which are alleged to have been caused directly or indirectly from the negligent acts or omissions of Client or Client's employees arising of Client's use of the API Integration.
6. **Maintenance or Modification.** Utility may, without notice, perform maintenance on, or modify the API Integration at any time. Utility may, without notice, restrict or deny Client's access to the API Integration during any maintenance or modification.
7. **Term.** This Authorization shall be effective upon its execution by the Parties and shall remain in effect until terminated as set forth herein or until the Service Agreement between the Parties is terminated, whichever termination shall occur first.
8. **Termination and Effect of Termination.** Either Party may terminate this Authorization by providing ten (10) days written notice to the non-terminating Party pursuant to the notice requirements of the Amended and Restated Client Service Agreement. Once terminated, the API Integration shall end, and Client shall no longer have access to Flock Client Data on Utility's software platform or Utility Client Data on Flock's software platform.
9. **Modifications or Amendments.** Any modifications or amendments to this Authorization shall be in writing and agreed to by the Parties.

By signatures of authorized representatives below, Utility hereby accepts Client's request, and Parties agree to authorize the API Integration pursuant to the terms and conditions set forth herein.

Signed on behalf of Client:

Signed on behalf of Utility:

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Amendment One to Client Service Agreement

THIS AMENDMENT ONE to the Sealy Service Agreement (this "Amendment") is entered into as of January 12, 2026, by and between Utility Associates, Inc. ("UA"), a Delaware corporation, and the Sealy, Texas Police Department (the "Client"), and amends that certain Sealy Service Agreement previously entered into by and between UA and the Client as of January 23, 2025 (the "Agreement").

Whereas, pursuant to the Agreement, UA provides certain software, hardware and related services to the Client during the Term, as defined in the Agreement, of the Agreement;

Whereas, Client desires to authorize and enable UA to share certain Client data information securely stored by UA with a third party;

Whereas, pursuant to the Agreement, any modification, amendment, or change to the Agreement is required to be in writing and executed by both UA and the Client prior to going into effect;

Now, Therefore, in consideration of the mutual covenants contained herein and other good and valuable consideration, the existence and sufficiency of which is expressly recognized by each of the parties hereto, the parties agree as follows:

1. The **USE OF THE SERVICE** Part of the Agreement is hereby amended to add the following subsection:

2.5 Third Party Integration. At UA's sole discretion, UA's Services may integrate with third party products or third party content through Application Programming Interfaces ("APIs") made available by the owner of such third party products or third party content ("Third Party APIs"). Client may, through written request to UA, request UA Services integrate with Third Party Products or Third Party Content through a Third Party's APIs. If UA approves such request, such approval shall be in writing and shall state the specific purpose for which such integration shall be authorized. Such approval and associated authorization shall be incorporated into the Service Agreement as an addendum. UA makes no representations or warranties regarding the suitability of any Third Party Products, Third Party Content or Third Party APIs for Client's intended use, including for use with UA's Services, for which Client has requested integration. Further, UA makes no representations or warranties regarding the integrity of Client Data transmitted, transferred, stored, obtained or received through any such Third Party Products, Third Party Content or Third Party APIs for which Client has requested integration. UA is not obligated to maintain or support any such Third Party Products, Third Party Content or Third Party APIs for which Client has requested integration, or to provide Client with updates, fixes, or services related thereto. UA makes no representations or warranties regarding availability, functionality, or any changes to the features or specification, of any Third Party Products, Third Party Content or Third Party APIs for which Client has requested integration. Client assumes all risk arising from the use of any Third Party Products, Third Party Content or Third Party APIs for which Client has requested integration, including the risk of damage to Client's computer system, software, the corruption or loss of data, and compliance with all applicable laws and regulations (such as, but not limited to, the laws and regulations related to privacy and data protection).

2. Entire Agreement. Except as expressly modified and amended as set forth herein, all other terms and conditions set for the in the Agreement (including the Schedules and any addenda hereto), remain unamended and in full force and effect.



IN WITNESS WHEREOF, UA and Client have executed this Amendment as of the date set forth below.
All signed copies of this Amendment shall be deemed originals.

Signed on behalf of the Client:

Signed:

Name:

Title:

Date:

Signed on behalf of UA:

Signed:

Name:

Title:

Date:



COREFORCE

ONE ALPR ALERT. \$250K RECOVERED.

COREFORCE CASE STUDY



Sealy PD Recovers \$250K in Stolen Copper with Real-Time ALPR Alerts

The Challenge:

In a large community with only 18 officers, this agency was stretched thin. Officers covered wide areas with limited backup, and command carried the daily weight of knowing they could not be everywhere at once. One gap in coverage could mean a missed chance at justice or being informed in the field. The question became: How do you close the gap and intercept the right vehicle fast enough to count?

The Solution:

Sealy PD turned to vehicle-mounted **Coreforce Mobile ALPR** to identify hot-listed and suspect vehicles in real time on patrol. Connected to **Coreforce DEMs**, plate reads and alert-driven evidence could be captured, attached to case files, and preserved with a secure chain of custody. Partner-enabled alerts, including Flock Safety, added broader network intelligence. The integration within the system reduces switching between platforms, accelerates response times, and delivers critical intelligence to analysts, command staff, and officers—all in one place.

The Results:

In late December 2025, Sealy officers received an ALPR alert on a hot-listed commercial motor vehicle tied to an out-of-state cargo theft investigation and quickly intercepted it while on patrol. The stop recovered stolen copper valued at approximately \$250,000 and helped advance a million-dollar-plus multi-jurisdiction cargo theft case.



\$250,000+ IN STOLEN CARGO RECOVERED

after a vehicle-mounted ALPR alert led officers to interdict a stolen copper load before the victim even knew they had been hit.



\$1M+ CARGO THEFT CASE ADVANCED

when a real-time ALPR hit on a hot-listed CMV drove a stop that helped move forward a developing cargo theft investigation tied to other jurisdictions.

COREFORCETECH.COM



F. CONSENT AGENDA

c)



Kim Rinn

Austin County Tax Assessor Collector

804 E. Wendt Street, Bellville, Texas 77418

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

krinn@austincounty.com

November 24, 2025

This shall serve as a request and agreement between the Austin County Election Department and the within named organization to access and use the facility listed below for the purposes of conducting the 2026 Elections. Election Judges will need to set up a day in advance and the facility will be in use for the election from approximately 6:30 a.m. to 7:30 p.m. on the day of the election. Scheduled dates are as follows:

Dates include: Set up, Early Voting, Election Day, and Pick up

February 13, 2026 (Friday) - March 4, 2026 (Wednesday)

May 15, 2026 (Friday) - May 27, 2026 (Wednesday)

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

POLLING PLACE: W E HILL COMMUNITY CENTER

ADDRESS: 1000 Main Street, Sealy, TX 77474

PHONE NUMBER: (979) 885-3511 Ext. 6115

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

NAME OF CONTACT PERSON(S): Brooke Kaiser

RENTAL FEE: No Fee

Signature of Member, Officer or Representative

Date

F. CONSENT AGENDA

d)



AGENDA ITEM NO:

Discussion and Possible Action regarding Presentation and Acceptance of the Sealy Police Department 2025 Racial Profiling Report

SUBMITTED BY: Russell Grimes

MEETING DATE: February 3rd, 2026

STAFF REPORT

DESCRIPTION

Texas Code of Criminal Procedure, Article 2.133, requires each municipal law enforcement agency to adopt a written racial profiling policy, collect specified motor vehicle stop data, and submit an annual report to both the Texas Commission on Law Enforcement (TCOLE) and the governing body of the municipality served.

The Sealy Police Department has completed its annual racial profiling analysis for the 2025 reporting period. The attached report summarizes traffic stop activity, enforcement actions, searches, arrests, and complaints, and confirms the Department's compliance with all statutory reporting and audit requirements. The report data was provided by Sealy Municipal Court and the report was executed by the Chief of Police on January 22, 2026.

This agenda item provides City Council the opportunity to receive the presentation of the report and take formal action acknowledging and accepting it as required by state law.

Key data points from the 2025 reporting period include:

- **Total traffic stops:** 4,282
- **Race or ethnicity known prior to stop:** 7
- **Race or ethnicity not known prior to stop:** 4,275
- **Searches conducted:** 79
- **Contraband discovered:** 49 instances
- **Arrests resulting from traffic stops:** 6
- **Use of physical force resulting in bodily injury:** 0
- **Racial profiling complaints received:** 0
- **Disciplinary actions related to racial profiling:** 0

The majority of traffic stops were initiated for moving traffic violations, with outcomes consisting primarily of warnings or citations. No complaints alleging racial profiling were filed during the reporting period.

FISCAL IMPACT

There is no fiscal impact associated with the presentation or acceptance of this report.

LEGAL / POLICY CONSIDERATIONS

Acceptance of this report satisfies the City's obligation under Texas Code of Criminal Procedure, Article 2.133, to receive and acknowledge the annual racial profiling report submitted by the Sealy Police Department.

RECOMMENDATION

Staff recommends that the City Council formally acknowledge, accept, and receive the 2025 Sealy Police Department Racial Profiling Report as presented and authorize its submission and retention in accordance with state law.

Racial Profiling Report | Full report

Agency Name: Sealy Police Department
Reporting Date: 01/22/2026
TCOLE Agency Number: TX0080200
Chief Administrator: Chief Russell Grimes
Agency Contact Information:
Phone: (979) 885-2913
Email: rgrimes@ci.sealy.tx.us
Mailing Address: PO Box 517
Sealy, TX 77474

This Agency filed a full report

Sealy Police Department has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the Sealy Police Department from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the Sealy Police Department if the individual believes that a peace officer employed by the Sealy Police Department has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the Sealy Police Department who, after an investigation, is shown to have engaged in racial profiling in violation of the Sealy Police Department policy;
- 6) requires collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;

- c. whether the peace officer knew the race or ethnicity of the individual detained before detaining the individual;
- d. whether the peace officer used physical force that resulted in bodily injury during the stop;
- e. the location of the stop;
- f. the reason for the stop.

7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

- a. the Commission on Law Enforcement; and
- b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The Sealy Police Department has satisfied the statutory data audit requirements as prescribed in Article 2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: Chief Russell Grimes

Chief Administrator



Date: 01/22/2026

Total Stops: 4282

Street address or approximate location of the stop

City Street:	717	16.74%
US Highway:	1070	24.99%
County Road:	75	1.75%
State Highway:	2413	56.36%
Private Property or Other:	7	0.16%
Total:	4282	100.00%

Was race or ethnicity known prior to stop?

Yes:	7	0.16%
No:	4275	99.84%
Total:	4282	100.00%

Race or Ethnicity

Alaska Native/American Indian:	58	1.35%
Asian/Pacific Islander:	139	3.25%
Black:	722	16.86%
White:	2677	62.52%
Hispanic/Latino:	686	16.02%
Total:	4282	100.00%

Gender

Female:	1258	29.38%
Alaska Native/American Indian:	18	1.43%
Asian/Pacific Islander:	35	2.78%
Black:	218	17.33%
White:	826	65.66%
Hispanic/Latino:	161	12.80%
	1258	100.00%

Male:	3024	70.62%		
Alaska Native/American Indian:			40	1.32%
Asian/Pacific Islander:			104	3.44%
Black:			504	16.67%
White:			1851	61.21%
Hispanic/Latino:			525	17.36%
			<hr/>	<hr/>
			3024	100.00%
Total:	<hr/>	<hr/>		
	4282	100.00%		

Reason for stop?

Violation of law:	41	0.96%		
Alaska Native/American Indian:			0	0.00%
Asian/Pacific Islander:			0	0.00%
Black:			9	21.95%
White:			25	60.98%
Hispanic/Latino:			7	17.07%
			<hr/>	<hr/>
			41	100.00%

Preexisting knowledge:	7	0.16%		
Alaska Native/American Indian:			0	0.00%
Asian/Pacific Islander:			0	0.00%
Black:			0	0.00%
White:			4	57.14%
Hispanic/Latino:			3	42.86%
			<hr/>	<hr/>
			7	100.00%

Moving Traffic Violation:	1378	32.18%		
Alaska Native/American Indian:			20	1.45%
Asian/Pacific Islander:			82	5.95%
Black:			234	16.98%
White:			843	61.18%
Hispanic/Latino:			199	14.44%
			<hr/>	<hr/>
			1378	100.00%

Vehicle Traffic Violation:	2856	66.70%		
Alaska Native/American Indian:			38	1.33%
Asian/Pacific Islander:			57	2.00%
Black:			479	16.77%
White:			1805	63.20%
Hispanic/Latino:			477	16.70%
			<u>2856</u>	<u>100.00%</u>
Total:	<u>4282</u>	<u>100.00%</u>		

Was a search conducted?

Yes:	79	1.84%		
Alaska Native/American Indian:			0	0.00%
Asian/Pacific Islander:			3	3.80%
Black:			25	31.65%
White:			35	44.30%
Hispanic/Latino:			16	20.25%
			<u>79</u>	<u>100.00%</u>

No:	4203	98.16%		
Alaska Native/American Indian:			58	1%
Asian/Pacific Islander:			136	3.24%
Black:			697	16.58%
White:			2642	62.86%
Hispanic/Latino:			670	15.94%
			<u>4203</u>	<u>100.00%</u>
Total:	<u>4282</u>	<u>100.00%</u>		

Reason for search?

Consent:	22	27.85%		
Alaska Native/American Indian:			0	0.00%
Asian/Pacific Islander:			1	4.55%
Black:			5	22.73%
White:			9	40.90%
Hispanic/Latino:			7	31.82%
			<hr/>	<hr/>
			22	100.00%
Contraband in plain view:	0	0.00%		
Alaska Native/American Indian:			0	0.00%
Asian/Pacific Islander:			0	0.00%
Black:			0	0.00%
White:			0	0.00%
Hispanic/Latino:			0	0.00%
			<hr/>	<hr/>
			0	0.00%
Probable cause:	49	62.03%		
Alaska Native/American Indian:			0	0.00%
Asian/Pacific Islander:			2	4.08%
Black:			18	36.73%
White:			21	42.86%
Hispanic/Latino:			8	16.33%
			<hr/>	<hr/>
			49	100.00%
Inventory:	7	8.86%		
Alaska Native/American Indian:			0	0.00%
Asian/Pacific Islander:			0	0.00%
Black:			1	14.29%
White:			5	71.42%
Hispanic/Latino:			1	14.29%
			<hr/>	<hr/>
			7	100.00%

Incident to arrest:	1	1.27%		
Alaska Native/American Indian:			0	0.00%
Asian/Pacific Islander:			0	0.00%
Black:			1	100.00%
White:			0	0.00%
Hispanic/Latino:			0	0.00%
			<hr/>	<hr/>
			1	100.00%
Total:	<hr/>	<hr/>		
	79	100.01%		

Was Contraband discovered?

Yes: 49 62.03%

Did the finding result in arrest (total should equal previous column)?

Alaska Native/American Indian:	0	0.00%	Yes	0	No	0
Asian/Pacific Islander:	1	2.04%	Yes	0	No	1
Black:	13	26.53%	Yes	0	No	13
White:	20	26.53%	Yes	0	No	20
Hispanic/Latino:	15	30.61%	Yes	0	No	15
	<hr/>	<hr/>				
	49.00	100.00%				

No: 30 37.97%

Alaska Native/American Indian:			0	0.00%
Asian/Pacific Islander:			2	6.67%
Black:			12	40.00%
White:			15	50.00%
Hispanic/Latino:			1	3.33%
			<hr/>	<hr/>
			30	100.00%

Total:

 79

 100.00%

Description of Contraband

Drugs:	31	63.27%		
Alaska Native/American Indian:			0	0.00%
Asian/Pacific Islander:			0	0.00%
Black:			10	32.26%
White:			13	41.93%
Hispanic/Latino:			8	25.81%
			<hr/>	<hr/>
			31	100.00%
Currency:	0	0.00%		
Alaska Native/American Indian:			0	0.00%
Asian/Pacific Islander:			0	0.00%
Black:			0	0.00%
White:			0	0.00%
Hispanic/Latino:			0	0.00%
			<hr/>	<hr/>
			0	0.00%
Weapons:	5	10.20%		
Alaska Native/American Indian:			0	0.00%
Asian/Pacific Islander:			1	20.00%
Black:			0	0.00%
White:			4	80.00%
Hispanic/Latino:			0	0.00%
			<hr/>	<hr/>
			5	100.00%
Alcohol:	3	6.12%		
Alaska Native/American Indian:			0	0.00%
Asian/Pacific Islander:			0	0.00%
Black:			0	0.00%
White:			1	33.33%
Hispanic/Latino:			2	66.67%
			<hr/>	<hr/>
			3	100.00%

Stolen property:	10	20.41%
Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	0	0.00%
Black:	3	30.00%
White:	2	20.00%
Hispanic/Latino:	5	50.00%
	<hr/>	<hr/>
	10	100.00%
Other:	0	0.00%
Alaska Native/American Indian:	0	0.00%
Asian/Pacific Islander:	0	0.00%
Black:	0	0.00%
White:	0	0.00%
Hispanic/Latino:	0	0.00%
	<hr/>	<hr/>
	0	0.00%
Total:	<hr/>	<hr/>
	49	100.00%

Result of the stop

Verbal warning:	391	9.13%
Alaska Native/American Indian:	2	0.51%
Asian/Pacific Islander:	12	3.07%
Black:	67	17.14%
White:	221	56.52%
Hispanic/Latino:	89	22.76%
	<hr/>	<hr/>
	391	100.00%
Written warning:	903	21.09%
Alaska Native/American Indian:	15	1.66%
Asian/Pacific Islander:	31	3.43%
Black:	169	18.72%
White:	595	65.89%
Hispanic/Latino:	93	10.30%
	<hr/>	<hr/>
	903	100.00%

Citation:	2982	69.64%		
Alaska Native/American Indian:			41	1.37%
Asian/Pacific Islander:			96	3.22%
Black:			485	16.26%
White:			1856	62.25%
Hispanic/Latino:			504	16.90%
			<hr/>	<hr/>
			2982	100.00%
Written warning and arrest:	0	0.00%		
Alaska Native/American Indian:			0	0.00%
Asian/Pacific Islander:			0	0.00%
Black:			0	0.00%
White:			0	0.00%
Hispanic/Latino:			0	0.00%
			<hr/>	<hr/>
			0	0.00%
Citation and arrest:	1	0.02%		
Alaska Native/American Indian:			0	0.00%
Asian/Pacific Islander:			0	0.00%
Black:			1	100.00%
White:			0	0.00%
Hispanic/Latino:			0	0.00%
			<hr/>	<hr/>
			1	100.00%
Arrest:	5	0.12%		
Alaska Native/American Indian:			0	0.00%
Asian/Pacific Islander:			0	0.00%
Black:			0	0.00%
White:			5	100.00%
Hispanic/Latino:			0	0.00%
			<hr/>	<hr/>
			5	100.00%
Total:	<hr/>	<hr/>		
	4282	100.00%		

Arrest based on

Violation of Penal Code:	2	25.02%		
Alaska Native/American Indian:			0	0.00%
Asian/Pacific Islander:			0	0.00%
Black:			1	50.00%
White:			1	50.00%
Hispanic/Latino:			0	0.00%
			<hr/>	<hr/>
			2	100.00%
Violation of a Traffic Law:	0	24.96%		
Alaska Native/American Indian:			0	0.00%
Asian/Pacific Islander:			0	0.00%
Black:			0	0.00%
White:			0	0.00%
Hispanic/Latino:			0	0.00%
			<hr/>	<hr/>
			0	0.00%
Violation of City Ordinance:	0	24.96%		
Alaska Native/American Indian:			0	0.00%
Asian/Pacific Islander:			0	0.00%
Black:			0	0.00%
White:			0	0.00%
Hispanic/Latino:			0	0.00%
			<hr/>	<hr/>
			0	0.00%
Outstanding Warrant:	4	25.06%		
Alaska Native/American Indian:			0	0.00%
Asian/Pacific Islander:			0	0.00%
Black:			0	0.00%
White:			4	100.00%
Hispanic/Latino:			0	0.00%
			<hr/>	<hr/>
			4	100.00%
Total:	<hr/>	<hr/>		
	6	100.00%		

Was physical force resulting in bodily injury used during stop

Yes:	0	0.00%		
Alaska Native/American Indian:	0	0.00%		
Asian/Pacific Islander:	0	0.00%		
Black:	0	0.00%		
White:	0	0.00%		
Hispanic/Latino:	0	0.00%		
	<hr/>	<hr/>	0	0.00%
No:	4282	100.00%		
Alaska Native/American Indian:	58	1.35%		
Asian/Pacific Islander:	139	3.25%		
Black:	722	16.87%		
White:	2676	62.50%		
Hispanic/Latino:	686	16.03%		
	<hr/>	<hr/>	4281	100.00%
Total:	<hr/>	<hr/>	4282	100.00%

Number of complaints of racial profiling

Total	<u>0</u>
Resulted in disciplinary action	<u>0</u>
Did not result in disciplinary action	<u>0</u>

Submitted electronically to the



The Texas Commission on Law Enforcement

F. CONSENT AGENDA

e)



AGENDA ITEM NO:

Discussion and possible action to authorize execution of the FY 2026 Homeland Security Task Force Strategic Initiatives / Local Overtime Cost Reimbursement Agreement Cost Reimbursement Agreement FY 26 Final

SUBMITTED BY: Russell Grimes

MEETING DATE: February 3rd, 2026

STAFF REPORT

DESCRIPTION

The attached FY 2026 Homeland Security Task Force (HSTF) Strategic Initiatives / Local Overtime Cost Reimbursement Agreement authorizes reimbursement to the City for eligible overtime costs incurred by sworn officers assigned to federally supported Homeland Security Task Force investigations and strategic initiatives. Under this agreement, overtime expenses are reimbursed by the sponsoring federal agency, subject to program guidelines, funding availability, and established reporting requirements.

Execution of this agreement allows the Police Department to continue participation in HSTF operations while minimizing the financial impact to the City's General Fund. The agreement does not create a local funding obligation beyond overtime already incurred and reimbursed under federal rules.

RECOMMENDATION

Staff recommends that City Council authorize the City Manager Chief or the Police to execute the FY 2026 Homeland Security Task Force Strategic Initiatives / Local Overtime Cost Reimbursement Agreement, as presented.



FY 2026 Homeland Security Task Force Strategic Initiatives/Local Overtime Cost Reimbursement Agreement

This Agreement is between the below-named State/Local Law Enforcement Organization and Sponsoring Federal Agency directly supporting the Homeland Security Task Force (HSTF) Program. Pursuant to the Congressional appropriations, the Drug Enforcement Administration (DEA) receives authority to pay overtime for police officers assigned to the formal HSTF, who are incurring necessary expenses for detection, investigation, and prosecution of crimes against the United States.

It is hereby agreed between the Drug Enforcement Administration, and

State/Local Agency: Sealy Police Department

Street Address: 1320 Rexville

City, State, Zip code, Telephone: Sealy, Texas 77474

Financial Contact (POC): Jennifer Matura

Financial Contact Telephone/email: 979-885-3511 / jmatura@ci.sealy.tx.us

Tax EIN/UEI: 74-6003140 / MTVLL1N4M4

1. Commencing upon execution of this Agreement, the DEA will, subject to the availability of required funding, reimburse Sealy Police Department for overtime payments made to officers assigned to/or and working HSTF Investigations or Strategic Initiatives.
2. Reimbursement requests must be submitted to DEA via invoice.Houston@dea.gov within thirty (30) days of the close of the month in which the overtime was worked. [For example, if overtime is incurred in December, the Reimbursement Request for the December overtime should be submitted no later than January 30th. The reimbursement request must be approved by the appropriate Supervisor (or designee) at DEA prior to reimbursement.
3. Overtime reimbursement payments from the sponsoring agency will be made via electronic funds transfer (EFT) directly to Sealy Police Department. To facilitate EFT, Sealy Police Department shall establish an account online in the System for Award Management (SAM) at www.SAM.gov. A verification of banking information is required on an annual basis to keep payment information current. For additional information regarding procedures related to reimbursements, contact your agency's Regional Coordinator or Program Analyst.
4. Overtime reimbursements will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this agreement. However, overtime payments, including all other, non-HSTF Federal sources (such as Safe Streets, HIDTA, IRS, FEMA, etc.) may not, on an annual/fiscal year basis exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The Federal fiscal year runs from October 1st through September 30th. The pay cap amount changes annually and State/Local entities should reference the current fiscal year amount on their

HSTF Case and Participant Form. The State/Local Organization is responsible for ensuring the annual payment is not exceeded.

5. The Sealy Police Department must complete annually the HSTF Case and Participant Request Form, listing the law enforcement officers assigned full-time/part-time to the HSTF and as such are entitled to overtime reimbursement. Based on the needs of the HSTF, this number may change periodically, upward or downward, as approved in advance.
6. The request for reimbursement shall include an invoice number, invoice date, the officer's name, overtime compensation rate, number of reimbursable hours for overtime claimed, and the dates of those hours for each officer for whom reimbursement is sought. This information must be submitted to the invoice.Houston@dea.gov for reimbursement to be paid.
7. Requests for reimbursement shall be submitted monthly, and all requests shall be received no later than December 31st of the next fiscal year for which the reimbursement applies. For example, reimbursements for the fiscal year ending September 30, 2026, shall be received monthly and not later than December 31, 2026. The DEA is not obligated to reimburse any requests received untimely and not in accordance herewith.
8. If an Agreement does not have a bill submitted within ninety (90) days of the Agreement funding date, or within sixty (60) days of when the last bill was submitted, funds will be de-obligated. Furthermore, if a State/Local Law Enforcement Organization determines there will be no additional work performed under a particular Agreement, a funding change notification email should be sent to the Regional Coordinator/Program Analyst, identifying the amount to be de-obligated as soon as possible.
9. Only sworn law enforcement officers are eligible for reimbursement in this program. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.
10. HSTF will only reimburse an actual dollar (\$) amount paid to the officer for overtime worked, any additional benefit or administrative fees (including compensation time) will NOT be reimbursed.
11. The State/Local Organization will comply with Title VI of the Civil Rights Act of 1964 and requirements applicable to HSTF Agreements pursuant to the regulations of the Department of Justice (see, 28C.F.R. Part 42, Subparts C and G; 28C.R.R.50.3 (1993)) relating to discrimination of the grounds of race, color, sex, age, national origin, or handicap.
12. The Agreement is effective upon signatures of all parties and will remain in effect for the duration of Sealy Police Department's participation on the HSTF, contingent upon approval of necessary funding, and unless terminated in accordance with the provisions herein. This Agreement may be modified at any time by written consent of the parties or based on changing business operations and practices of the HSTF. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least 30 days prior to the termination date.

Signatories:

Signature of State/Local Agency

Russell Grimes

Print Name

Chief of Police

Title

Sealy Police Department

State/Local Agency

Date

Signature of Sponsoring Federal Agency

Charles Ellison

Print Name

Acting Assistant Special Agent in Charge

Title

Drug Enforcement Administration

Sponsoring Federal Agency

Date

Signature of Sponsoring Agency Regional Coordinator

Print Name

Date

G. PUBLIC HEARING

PUBLIC HEARING NOTICE

Public Hearing: The City Council for the City of Sealy, Texas, will hold a Public Hearing on Amending the 2025-2026 Fiscal Year Budget of the City of Sealy, Texas, to be held on the 3rd day of February, at 6:00 p.m. in the City Council Chamber located at 415 Main Street, Sealy, Texas 77474. All interested persons shall be given an opportunity to be heard for or against any item or the amount of any item contained in the Proposed Budget Amendment.

H. PRESENTATION(S)

I. BUSINESS

ITEM #1

RESOLUTION NO. 2025-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEALY, TEXAS, SUPPORTING THE TEXAS DEPARTMENT OF TRANSPORTATION TO MAKE IMPROVEMENTS TO THE INTERSECTIONS ALONG HIGHWAY 36 AT NORTH CIRCLE DRIVE, SOUTH CIRCLE DRIVE, AND GEBHARDT ROAD IN SEALY TEXAS.

* * * * *

WHEREAS, traffic has increased on Hwy 36 in Sealy causing safety concerns and known troubling intersections persist along Hwy 36 at North Circle Drive, South Circle Drive, and Gebhardt Road.

WHEREAS, the Texas Department of Transportation (TXDOT) is beginning the work to perform a Route Feasibility Study for future Hwy 36 Relief Route in the Vicinity of Sealy Texas to give through travelers and commercial trucks a bypass route other than using Hwy 36 through Sealy, thus improving safety and mobility for residents and citizens of Sealy.

WHEREAS, the city council believes that the two plans for a relief route around Sealy that may be constructed and become operational in less than 7 years and improvements on Hwy 36 to the intersections of North Circle Drive, South Circle Drive, and Gebhardt Road, which are needed within 18 months, are crucial to improved safety for vehicles and pedestrians.

WHEREAS, the TXDOT representatives met with business representatives immediately effected by proposed improvements on Hwy 36 at South Circle Drive this January to get their input. TXDOT representatives are now having internal discussions with design consultants to make necessary changes and will forward those design changes to the businesses immediately effected and the City of Sealy once completed.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEALY, TEXAS requests that TxDOT continue moving forward with the improvements to these intersections along Hwy 36 in Sealy and forward updated plans and final plans to the City of Sealy.

PASSED and APPROVED this, the _____ day of February, 2026.

Carolyn Bilski, Mayor

ATTEST:

Sandra Vrablec, City Secretary

RESOLUTION 2024-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEALY, TEXAS, SUPPORTING THE TEXAS DEPARTMENT OF TRANSPORTATION'S TRAFFIC SAFETY PROJECT AT STATE HIGHWAY 36 AT SOUTH LOOP 350.

* * * * *

WHEREAS, the traffic configuration at State Highway 36 at South Loop 350 threatens driver safety and has contributed to 84 automobile accidents since January of 2017; and

WHEREAS, City of Sealy has addressed the safety concerns at State Highway 36 at South Loop 350 with the Texas Department of Transportation; and

WHEREAS, the Texas Department of Transportation conducted a traffic study in 2021 at State Highway 36 at South Loop 350; and

WHEREAS, the City of Sealy has taken the lead in engineering proposed improvements at State Highway 36 at South Loop 350 which are still in the design phase and will require City Council approval; and

WHEREAS, this resolution of support is required before the Texas Department of Transportation will proceed with consideration of the Traffic Safety Project which is vital to the wellbeing and success of the Sealy community;

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

The City of Sealy, acting through its governing body, hereby confirms that it endorses and supports the Texas Department of Transportation's Traffic Safety Improvement Project at State Highway 36 at South Loop 350 which will benefit our local community and help ensure driver safety on this busy roadway.

FURTHER RESOLVED, that for and on behalf of the Governing Body, **Carolyn Bilski, Mayor** is hereby authorized, empowered, and directed to certify this resolution to the Texas Department of Transportation.

This resolution shall take effect immediately upon passage.

PASSED and APPROVED this, the 19th day of March, 2024.

Carolyn Bilski

Carolyn Bilski, Mayor

ATTEST:

Jennifer Matura

Jennifer Matura, Deputy City Secretary



ITEM #2

ORDINANCE NO. 2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEALY, TEXAS, CALLING AND ORDERING A GENERAL ELECTION TO BE HELD ON MAY 2, 2026, FOR THE PURPOSE OF ELECTING TWO (2) COUNCILMEMBERS; DESIGNATING THE POLLING PLACE FOR SUCH ELECTION; PROVIDING THE FORM OF THE BALLOT FOR SUCH ELECTIONS; DIRECTING THE GIVING OF NOTICE OF SUCH ELECTIONS; AND PROVIDING DETAILS RELATING TO THE HOLDING OF SUCH ELECTIONS.

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

Section 1. In accordance with the general laws and Constitution of the State of Texas, a General Election is hereby called and ordered for May 2, 2026, at which election all qualified voters of the City may vote for the purpose of electing the following officials of the City:

**MAYOR
COUNCILMEMBER, PLACE 1**

Section 3. No person's name shall be placed upon the official ballot as a candidate for the above-mentioned position unless such person has filed his or her sworn application, as provided by the TEXAS ELECTION CODE, with the City Secretary of this City at the City of Sealy Municipal Building, 415 Main Street, Sealy, Texas 77474, not later than five o'clock (5:00) p.m. on February 13, 2026. The City Secretary shall note on the face of each such application the date and time of its filing. Such application shall include the office the candidate is seeking.

Section 4. The present boundaries of the City constitute one (1) election precinct which shall be designated Election Precinct "A" and includes all of Austin County Election Precinct Nos. 313, 314, 416, and 418 that lie within the city limits of the City of Sealy. The polls shall be open for voting from seven o'clock (7:00) a.m. until seven (7:00) p.m. at the following polling place:

POLLING PLACE
W. E. Hill Community Center
1000 Main Street
Sealy, Texas 77474

Section 5. Kim Rinn, Austin County Election Official, is hereby appointed clerk for

ORDINANCE NO. 2026

early voting; the appointment of the Election Judge, clerks, or other required appointments shall be made by Kim Rinn in accordance with the TEXAS ELECTION CODE.

Austin County Annex (Main early voting)
800 East Wendt Street, Room #4
Bellville, Texas 77418

is hereby designated as the place for early voting for such election. Said clerks shall keep said office open during the hours from eight o'clock (8:00) a.m. until five o'clock (5:00) p.m., on each day for early voting which is not a Saturday, a Sunday, or an official state or federal holiday, beginning on the twelfth (12th) day preceding the date of such election being April 20, 2026, and continuing through the fourth (4th) day preceding the date of such election being April 28, 2026, or as required by law. Said clerks shall not permit anyone to vote early by personal appearance at any time when such office is not open to the public. The place to which ballot applications and ballots voted by mail may be sent is 804 East Wendt Street, Bellville, Texas 77418. Early voting clerk name and address is Kim Rinn, 804 East Wendt Street, Bellville, Texas 77418. The early voting clerk, in accordance with the provisions of the TEXAS ELECTION CODE, shall maintain a roster listing of each person who votes early by personal appearance and each person to whom a ballot to be voted by mail is sent. The roster shall be maintained in a form approved by the Secretary of State.

Section 6. All ballots shall be prepared in accordance with the TEXAS ELECTION CODE. Direct Recording Electronic (DRE) voting machine(s) shall be used for early voting and for voting on Election Day. All expenditures necessary for the conduct of the election and the purchase of materials therefore is hereby authorized.

Section 7. Kim Rinn, Austin County Elections Official, is hereby authorized and directed to furnish all necessary election supplies to conduct such election.

Section 8. Pursuant to the TEXAS ELECTION CODE, write-in votes cast in the Municipal Election shall not be counted unless the name written in appears on the list of write-in candidates. To be entitled to a place on the list of write-in candidates, a candidate must make a

ORDINANCE NO. 2026

declaration of write-in candidacy. Such declaration is to be filed with the City Secretary not later than five o'clock (5:00) p.m. on February 17, 2026, and all of said declarations shall be submitted as required by law.

Section 9. The candidate receiving a majority of votes in the position to be filled in the Municipal Election shall be declared elected to such position.

Section 10. The order in which the names of the candidates are to be printed on the ballot for the Municipal election shall be determined by a drawing by the City Secretary, as provided by Section 52.094 of the TEXAS ELECTION CODE. The City Secretary shall post a notice in her office of the date, hour, and place of drawing. Such notice shall remain posted continuously for seventy-two (72) hours immediately preceding the scheduled time of the drawing, and personal notice shall also be given to any candidate who makes written request for such notice and furnishes to the City Secretary a self-addressed, stamped envelope. Each candidate involved in the drawing, or a designated representative, shall have a right to be present and observe the drawing.

Section 11. Notice of this election shall be given in accordance with the provision of the TEXAS ELECTION CODE and returns of such notice shall be given in accordance with the provisions of the TEXAS ELECTION CODE, and returns of such notice shall be made as provided for in said Code. The Mayor shall issue all necessary orders and writs for such elections, and returns of such election shall be made to the City Secretary immediately after the closing of the polls.

Section 12. Such election shall be held in accordance with the TEXAS ELECTION CODE and the Federal Voting Rights Act of 1965, as amended. Orders are attached hereto as Exhibit "A."

PASSED, APPROVED, AND ADOPTED this 3rd day of February 2026.

Carolyn Bilski, Mayor

ATTEST:

Sandra Vrabec, City Secretary

Applications for ballot by mail shall be mailed to:
(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)

Kim Rinn

Name of Early Voting Clerk
(Nombre del Secretario/a de la Votación Adelantada)

804 E. Wendt Street

Address (Dirección)

Bellville

City (Ciudad) Zip Code (Código Postal)

(979) 865-8633

Telephone Number (Número de teléfono)

krinn@austincounty.com

Email Address (Dirección de Correo Electrónico)

<https://www.austincounty.com/page/austin.election>

Early Voting Clerk's Website (Sitio web del Secretario/a de Votación Adelantada)

Applications for Ballots by Mail (ABBMs) must be received no later than the close of business on:
(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse no más tardar de las horas de negocio el:)

05 / 04 / 2026

(date)(fecha)

Federal Post Card Applications (FPCAs) must be received no later than the close of business on:
(La Tarjeta Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el:)

05 / 04 / 2026

(date)(fecha)

Issued this 03 day of 02, 20 26
(day) (month) (year)

(Emitida este día 03 de 02, 20 26.)
(día) (mes) (año)

Signature of Mayor (Firma del Alcalde)

Signature of Councilperson
(Firma del Concejal)

Signature of Councilperson
(Firma del Concejal)

Signature of Councilperson
(Firma del Concejal)

Signature of Councilperson
(Firma del Concejal)

Signature of Councilperson
(Firma del Concejal)

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(Firma del Concejal)

Signature of Councilperson
(Firma del Concejal)

Signature of Councilperson
(Firma del Concejal)

Signature of Councilperson
(Firma del Concejal)

Instruction Note: A copy of this election order must be delivered to the County Clerk/Elections Administrator and Voter Registrar not later than 60 days before election day.
Nota de Instrucción: Se deberá entregar una copia de esta orden de elección al/a la Secretario(a) del Condado/Administrador(a) de Elecciones y el/la Registrador(a) de Votantes a más tardar 60 días antes del día de elección.

ITEM #3



AGENDA ITEM NO: _____

SUBMITTED BY: Mike Barrow, Assistant City Manager

MEETING DATE: February 3, 2026

STAFF REPORT

DESCRIPTION

Discussion and Possible Action regarding Amendment to Ordinance for Chapter 28 for the Application and Issuance of Land Disturbance Permits.

ANALYSIS

Adjustments need to be made to our ordinance regarding Land Disturbance Permits to where the ordinance and permitting processes mirrors the requirements of Texas Commission on Environmental Quality Commission. These changes also mirror City of Sugar Land which is where we originally took the ordinance from. However, we have added "(3) The disturbed land area is not included as part of a grading or drainage plan that has received City approval." This brings clarity that a project who has had their civil plans or their grading or drainage plans approved are not required to have a land disturbance permit. Full civil plans will include grading and drainage submittals.

RECOMMENDATION

Staff recommends approving the ordinance amendment to Chapter 28. Other guidance was added to the ordinance through the city attorney to improve our process of administering the permit and contractor performance.

FINANCIAL IMPACTS

NA

ARTICLE XII. LAND DISTURBANCE PERMIT

Sec. 28-107. Permit for land disturbance.

Before construction activity begins on land described below, the person owning, developing, or disturbing the land must obtain a land disturbance permit from the city **when**:

- (1) **One acre** ~~Five acres~~ or more of land **is to be disturbed**; or
- (2) Less than **one acre** ~~five acres~~ of land that is part of larger common plan of development or sale that will result in disturbance of one or more acres.
- (3) **The disturbed land area is not included as part of a grading or drainage plan that has received City approval.**

Sec. 28-108. Application and issuance of land disturbance permits.

- (a) A completed application for a land disturbance permit must be submitted to the city planning and community development's office on a city form. The application will require a **site plan showing the area to be disturbed**. **Additionally, the application will require a** pollution prevention plan (if person is subject to TPDES permit or NPDES permit), a plan showing the person's best management practices for pollution and erosion control (if not subject to TPDES permit or NPDES PERMIT, and a copy of the permit issued by the TCEQ or EPA for stormwater discharges associated with the site activities.
- (b) The land disturbance permit will be issued if the application complies with the provisions of this chapter. The permit must contain the name, address, and telephone number of the person performing the work, the location of the work, and any other information designated by the director of planning and community development or his/her designee.
- (c) The permit holder must keep the permit posted at a visible place at the work site and make it available for inspection upon the request of any city employee.
- (d) A land disturbance permit issued under this chapter will expire if no work or construction is commenced within six months of issuance, or if construction or work is abandoned for a period of six months at any time after work is commenced. This expiration applies to the stockpiling of fill dirt regardless to if a land disturbance permit is issued. Fill dirt shall not be stockpiled for more than six months. Upon the written request of the permit holder, the director of planning and community development or his/her designee may grant additional time in three-month increments, not to exceed a six months extension to complete the work under the land disturbance permit. **Each three-month extension granted will require permit fees to be paid again.**

A NEW SECTION 28-109 ADDED.

ORDINANCE NO. 2025-

AN ORDINANCE OF THE CITY OF SEALY, TEXAS, AMENDING CHAPTER 28; PROVIDING RULES AND REGULATIONS FOR LAND DISTURBANCE PERMITS; PROVIDING FOR REPEAL; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, The City of Sealy, Texas, ("City") finds it necessary to amend the rules and regulation for land disturbance permits to protect the health and safety of citizens are provide for responsible development;

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 of this Ordinance are true and correct and incorporated herein for all purposes.

Section 2. Section 28-107 of Article XII of Chapter 28 of the City of Sealy, Texas, Code of Ordinances is amended to read as follows:

"CHAPTER 28. – DEVELOPMENT RULES, REGULATIONS AND STANDARDS

* * * *

ARTICLE XII. – LAND DISTURBANCE PERMIT

Sec. 28-107. Permit for land disturbance.

Before construction activity begins on land described below, the person owning, developing, or disturbing the land must obtain a land disturbance permit from the city when:

- (1) One acre or more of land is to be disturbed; or
- (2) Less than one acre of land that is part of larger common plan of development or sale that will result in disturbance of one or more acres.
- (3) The disturbed land area is not included as part of a grading or drainage plan that has received City approval."

Section 3. Section 28-108 of Article XII of Chapter 28 of the City of Sealy, Texas, Code of Ordinances is amended to read as follows:

"CHAPTER 28. – DEVELOPMENT RULES, REGULATIONS AND STANDARDS

* * * *

ARTICLE XII. – LAND DISTURBANCE PERMIT

* * * *

Sec. 28-108. Application and issuance of land disturbance permits.

- (a) A completed application for a land disturbance permit must be submitted to the city planning and community development's office on a city form. The application will require a site plan showing the area to be disturbed. Additionally, the application will require a pollution prevention plan (if person is subject to TPDES permit or NPDES permit), a plan showing the person's best management practices for pollution and erosion control (if not subject to TPDES permit or NPDES PERMIT, and a copy of the permit issued by the TCEQ or EPA for stormwater discharges associated with the site activities.
- (b) The land disturbance permit will be issued if the application complies with the provisions of this chapter. The permit must contain the name, address, and telephone number of the person performing the work, the location of the work, and any other information designated by the director of planning and community development or his/her designee.
- (c) The permit holder must keep the permit posted at a visible place at the work site and make it available for inspection upon the request of any city employee.
- (d) A land disturbance permit issued under this chapter will expire if no work or construction is commenced within six months of issuance, or if construction or work is abandoned for a period of six months at any time after work is commenced. This expiration applies to the stockpiling of fill dirt regardless to if a land disturbance permit is issued. Fill dirt shall not be stockpiled for more than six months. Upon the written request of the permit holder, the director of planning and community development or his/her designee may grant additional time in three-month increments, not to exceed a six months extension to complete the work under the land disturbance permit. Each three-month extension granted will require permit fees to be paid again."

Section 4. A new Section 28-109 of Article XII of Chapter 28 of the City of Sealy, Texas, Code of Ordinances is added to read as follows:

"CHAPTER 28. – DEVELOPMENT RULES, REGULATIONS AND STANDARDS

* * * *

ARTICLE XII. – LAND DISTURBANCE PERMIT

* * * *

Sec. 28-109. Requirements after land disturbance permit approval.

After a land disturbance permit is approved and issued, the application shall:

- (a) not begin land disturbance activities until a preconstruction meeting has been conducted with the public works director or their designee.

- (b) obtain a right-of-way permit from the public works department if work is being performed within city right-of-way.
- (c) have the permit and accompanying construction plans at the job site at all times.
- (d) install erosion and sediment control BMPs (Best Management Practices) prior to beginning work on site.
- (e) implement the approved plans throughout the site.
- (f) if BMPs need maintenance, repair, or replacement, then perform task within the time limit set by the public works director or their designee. City may issue a stop work order if time frame is not met.
- (g) install additional measures at the direction of the public works director or their designee due to changed site conditions or BMP ineffectiveness or failure within the time limit set by the public works director or their designee. City may issue a stop work order if time frame is not met.
- (h) send inspection reports to the planning department at least bi-monthly via email along with any changes to the site plan if additional land disturbance is anticipated.
- (i) revise the site plan and Stormwater Pollution Prevention Plan when changes are made on site.
- (j) send Notice of termination to the city when the site reaches permanent stabilization.”

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

Section 6. *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 regulation governs fire safety, zoning, 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 7. *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 8. *Effective Date.* This Ordinance shall be effective immediately upon second reading.

PASSED AND APPROVED at this first reading on the 6th day January, 2026.

PASSED, APPROVED, AND ADOPTED at this second reading on the 21st day of January, 2026.

Carolyn Bilski, Mayor

ATTEST:

Sandra Vrabec, City Secretary

ITEM #4



City of Sealy

Office of the City Manager

415 Main Street · P.O. Box 517

Sealy, TX 77474

(979) 885-3511 · Fax (979) 885-3513

Agenda 4

Date: February 3, 2026

MEMORANDUM

Subject: Discussion & Possible Action Regarding Approval of Scope of Work for the Purchase and Installation of Park Equipment, Pedestrian Infrastructure, and Project Components for Abe & Irene Levine Park for Posting on Government Purchasing Cooperatives

The FY 2025–2026 Budget includes capital outlay funding for the replacement of playground equipment at Abe & Irene Levine Park. The original budget request was based solely on the replacement of existing playground equipment. Since budget development, costs have increased, and staff is recommending additional improvements to ensure compliance with Americans with Disabilities Act (ADA) Title II requirements and to support long-term sustainability.

Under ADA Title II, the objective is not only physical access, but meaningful and equitable participation for individuals with disabilities. As part of this effort, staff conducted a comprehensive review of playground design, pedestrian connectivity, surfacing, and amenities to ensure inclusive use of the park by all residents.

In addition, staff evaluated opportunities to invest in long-term sustainability. For example, selecting turf surfacing rather than mulch would eliminate the recurring annual cost of mulch replacement needed to maintain required depth levels for safety and compliance. While these options may increase upfront costs, they reduce ongoing maintenance expenses and operational impacts over the life of the park improvements.

Beyond the infrastructure itself, this project is a quality-of-life investment that supports community placemaking, creating a welcoming, inclusive destination where families gather, children play, and residents feel proud of their public spaces. Thoughtful Park upgrades strengthen community identity, improve everyday livability, and contribute to the City's long-term attractiveness for residents and future investment. In that way, the proposed improvements align well with the broader public-benefit purpose of EDC-supported initiatives.

In summary, to account for increased equipment replacement costs since preliminary estimates were received last spring, incorporate ADA Title II compliant equipment and pedestrian infrastructure, and invest in sustainable design choices that reduce long-term

maintenance costs, the total project cost may increase from the budgeted \$200,000 to an amount not to exceed \$400,000. Final costs will not be known until **City Council provides direction regarding equipment types, features, shade structures, capacity, layout preferences, sidewalks, borders, base materials, and all project details to complete a detailed project scope.**

The City's Procurement Consultant strongly recommends utilizing a government purchasing cooperative rather than issuing a traditional Request for Proposals (RFP). This approach is considered the most streamlined, efficient, and compliant procurement method. Additionally, utilizing a purchasing cooperative supports the City's Financial Management Policy requirements in Section V. Operating Expenditures, D. Purchasing, which directs the City to strive to maximize discounts and capitalize on savings by seeking the most favorable terms and pricing. Purchasing cooperatives offer several advantages, including:

- Reduced procurement timelines, potentially shortening the process by five to six months
- Lower administrative burden by eliminating bid solicitation, evaluation, and multiple vendor meetings
- Access to pre-vetted vendors that meet established safety, quality, and durability standards
- Competitive pricing through volume purchasing power not typically available to smaller municipalities
- Turnkey solutions that include equipment, installation, and construction services under a single contract

These benefits are particularly important for playground projects, where safety, durability, and compliance with national standards are critical for public use facilities.

Proposed Playground Improvement Timeline

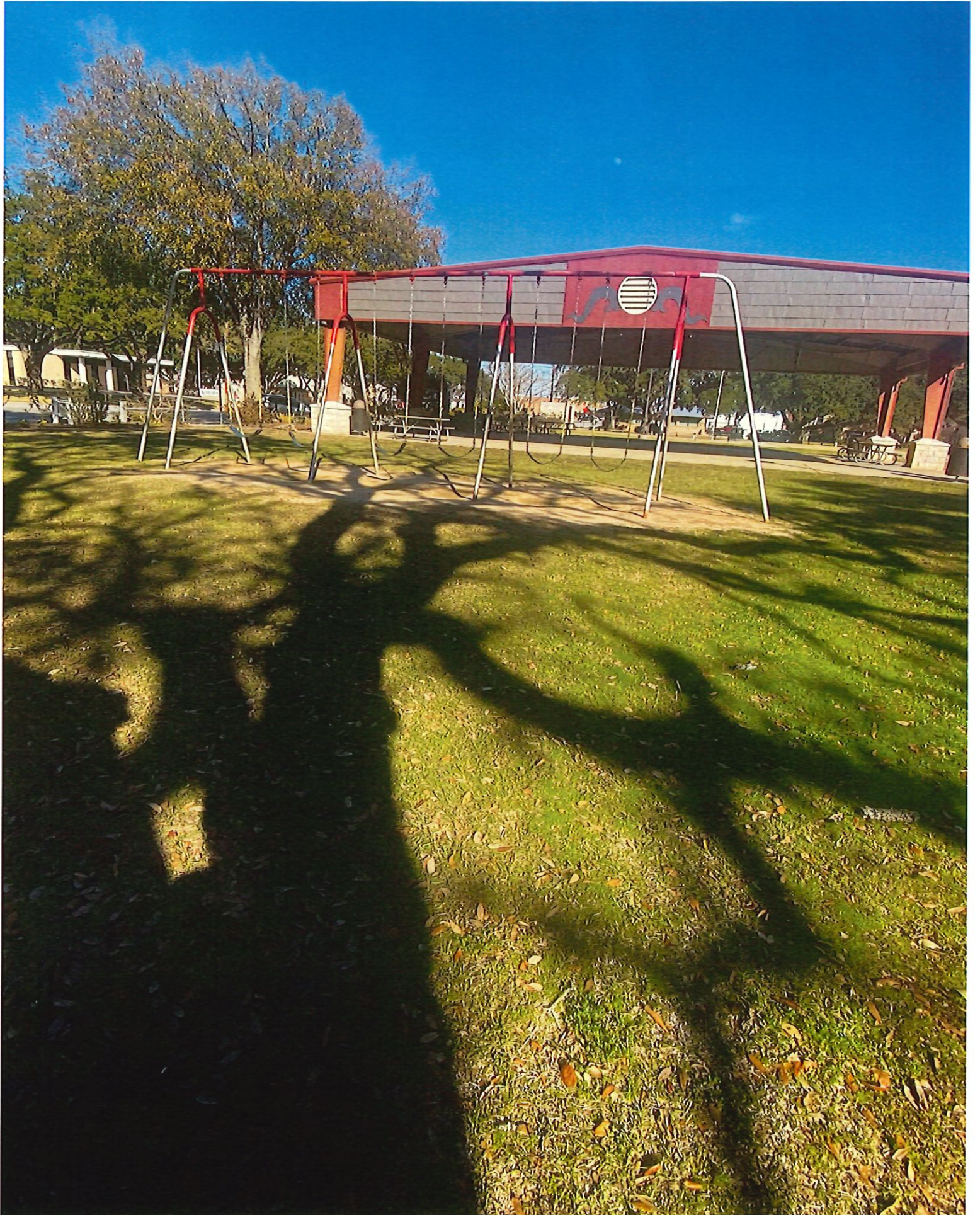
- 1. October – December 2025 (1st Quarter FY 2025–2026):**
 - Staff reviews existing playground specifications and features
 - Internal discussions to identify current and future needs, ADA Title II compliance strategies, and sustainability goals
 - Preparation of updated cost estimates
 - Development of a presentation for Parks Board review and recommendations to City Council
 - Request consideration from the Economic Development Corporation (EDC) for potential funding participation, if needed
- 2. January 21, 2026:**
 - Parks Board meeting for discussion and possible action regarding proposed playground improvements
- 3. January 27, 2026:**

- Request the EDC's consideration of partnering in funding, if needed, **for placemaking-oriented enhancements and public benefit components** that exceed the City's budgeted \$200,000 for base replacement.

4. February 3, 2026:

- City Council discussion to provide feedback and direction regarding equipment types, features, capacity, and layout preferences
5. City Purchasing Coordinator conveys City Council directions to the Procurement Consultant
 6. Procurement Consultant assists with preparation of a cooperative solicitation clearly outlining the City's needs
 7. Solicitation is distributed to multiple cooperative vendors and multiple co-ops, or alternatively, a benchmark quote may be developed to evaluate other cooperative offerings
 8. Agenda item presented to City Council to award the contract, as required by the City's Financial Management Policy for projects exceeding \$50,000, and formally establish funding sources









Synthetic Turf (certified padding)



Synthetic Turf Systems vs Traditional loose playground mulch

Synthetic Turf

- Shock absorbent underlying padding meeting ASTM F1292 (typically 10 to 12-foot fall heights)
- Lower maintenance
- ADA-accessible
- Resistant to mold and bugs
- Protect better against slips, trips, and high-impact falls
- Lifespan of most products are 10 to 15 years and proper maintenance maybe 20 years.

Engineered Wood Chips

- Wood chips can conceal hidden hazards such as glass or rocks
- Offers no ADA-accessibility
- Requires regular maintenance to be effective, requiring raking and replacement of material
- Decomposes and often left in place long after its effectiveness as a safety surface wears off
- Initial cost is cheaper, but costs for proper replacement to maintain safety standards adds up
- Mulch pieces can also be a choking hazard for young children
- Susceptible to mold and bugs

Synthetic Turf Systems

Synthetic Turf

- Preventing injuries:
 - 200,000 children ages 14 and younger are treated each year for playground related injuries according to the CDC. Of those 200,000 children injured on playgrounds each year, about 56% were treated for fractures, contusions or abrasions. 20,000 injuries per year result in brain injuries or concussions and two-thirds of injuries are to the head and neck. Falls caused 15% of the playground related injuries resulting in death.



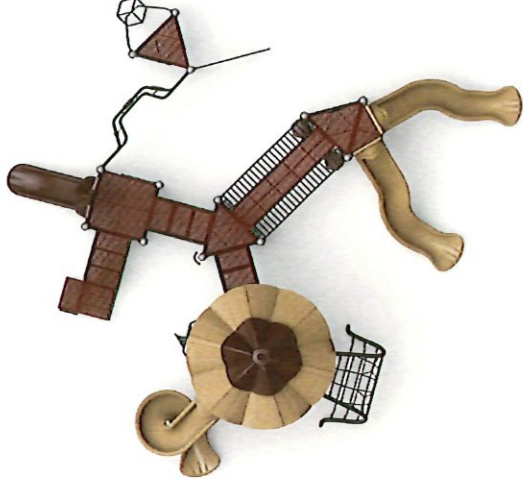
Synthetic Turf Systems

Synthetic Turf

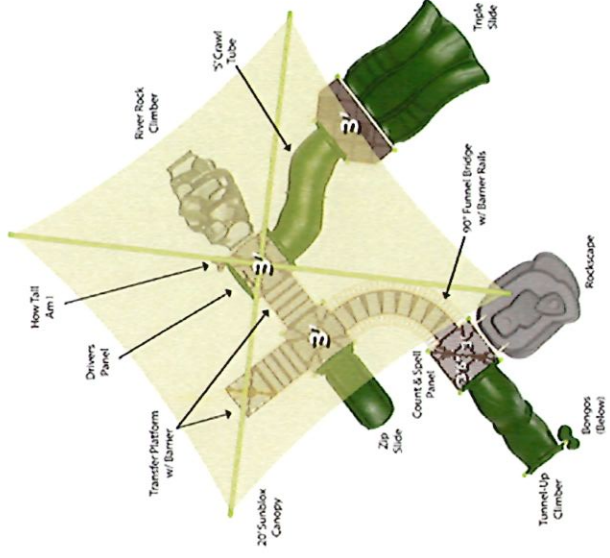
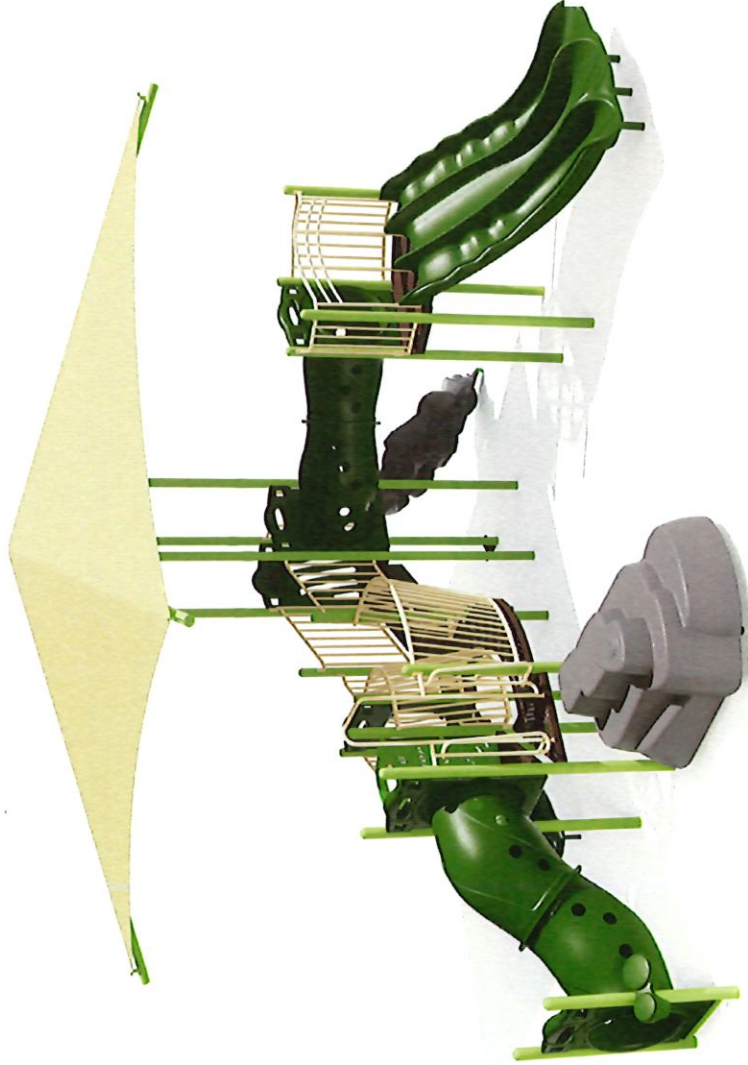


Traditional Playground Systems

Age Range: 5 - 12 years
Space Required: 47'-0" x 47'-0"
Weight: 6930 lb
Capacity: 70-80
Compatibility: KC
Complies With: ASTM, CPSC



Traditional Playground Systems



Use Zone (Length x Width)

36'-0" x 40'-0" (10.97m x 12.19m)

Age Ranges

2 to 5 Years

Fall Height

5' (1.52 m)

Suggested Number of Users

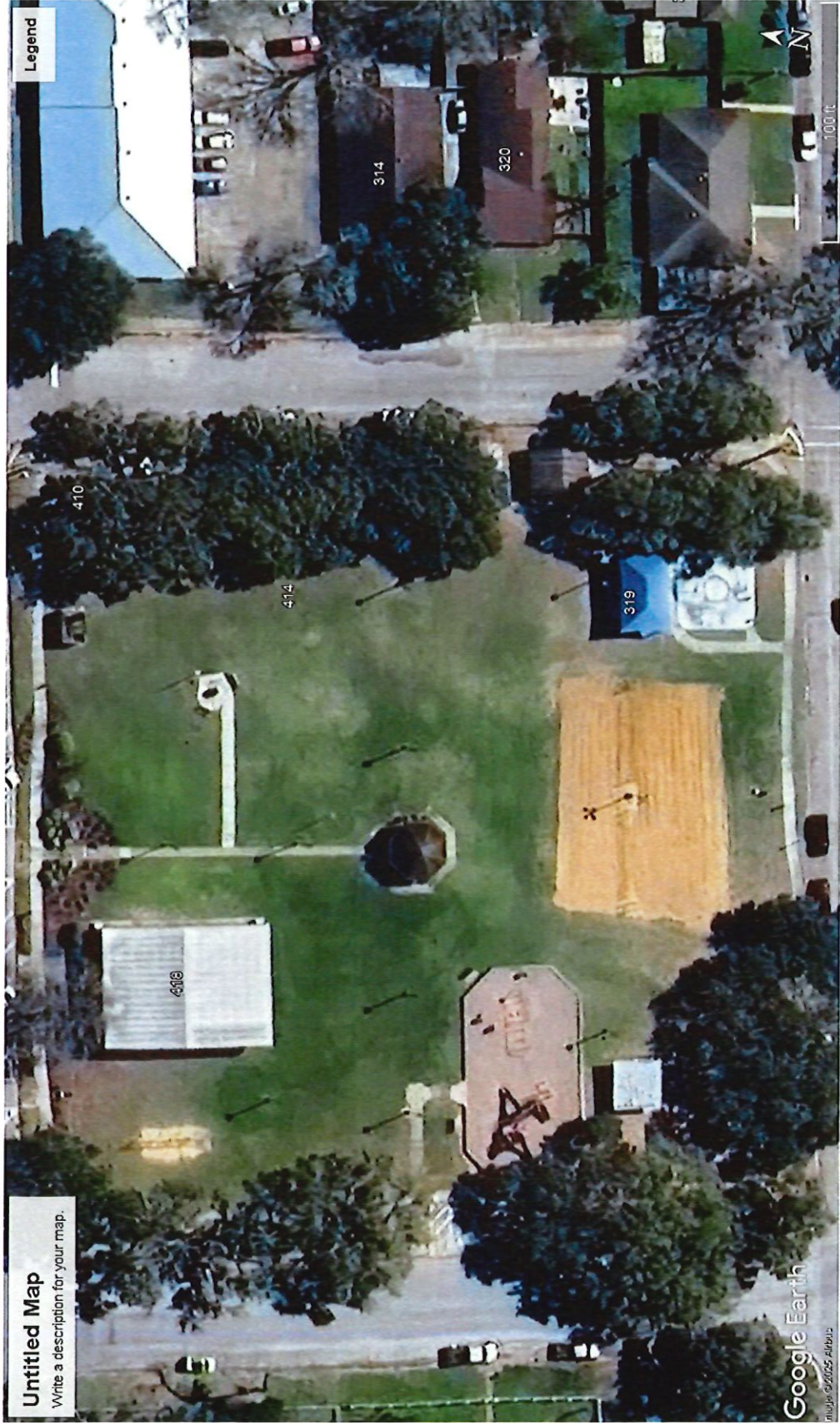
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Funding for Abe & Irene Levine Park Playground Project

The City budgeted \$200,000 for replacing necessary parts of the existing playground at Levine Park. We would like to provide a total rebuild with synthetic turf under both playgrounds and replace the two playgrounds with new. See plan below with budget of \$400,000.

- Replace large (5-12 year old) and small (2-5 year old) playgrounds with new playground
- Synthetic turf for the large and small playground areas
- Shade structures donated by private citizen
- ADA-accessible
- 4 ft high black aluminum fencing planned as barrier between playground and street
- Improve ground cover on the west area of the park around playground equipment
- Rehabilitate and bring swing set currently located at the NW corner of Levine Park closer to the playground include engineered bark
- Rehabilitate existing swing set located by large playground and replace the engineered bark

Abe & Irene Levine Park



Plan for all City Playgrounds

The City will be putting a multi-year plan together to improve all playgrounds and grounds in the City. Current parks:

- Abe and Irene Levine Park
- Chapman B&PW Park
- Joe Scranton Jr Park
- Mark Frederick Memorial Park
- Jacqueline A Cryan Memorial Park

Abe and Irene Levine Park Playgrounds Project

Next steps:

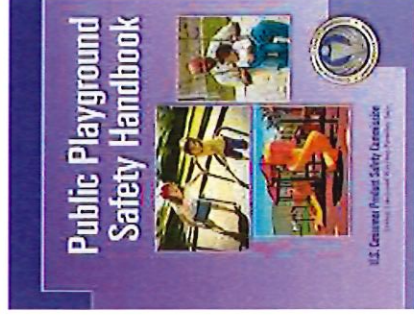
- Request recreational equipment funding assistance for Abe & Irene Levine Park from Sealy Economic Development Corporation
- Work with the City's procurement consultant to collect information on desired playground equipment and synthetic turf for a Request for Proposal (RFP) that provides long-term sustainable, high quality synthetic turf and playground equipment that Meets ASTM and CPSC requirements and ADA Title II, which not only requires playground systems provide physical access, but meaningful and equitable participation for individuals with disabilities.*
- February 3, 2026 - City council approve scope of work for the purchase and installation of park equipment, pedestrian infrastructure, and project components for Abe & Irene Levine Park and for posting on Governmental Purchasing Cooperative.
- ASTM F1292 Surfacing and F1487 Technical Standards for public playgrounds
- CPSC Handbook for Public Playground Safety



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To verify product certification, visit www.ipema.org



ITEM #5



AGENDA ITEM NO:

Discussion and Possible Action regarding an Ordinance for Amending the FY 2025-2026 Budget.

SUBMITTED BY: Jennifer Matura, Finance Director

MEETING DATE: February 3rd, 2026

STAFF REPORT

SUMMARY

Staff is requesting Council consideration of a budget amendment to the FY 2026 adopted budget that includes two separate actions:

1. An administrative update to Municipal Court budget documentation across multiple funds to improve transparency and consistency in how expense detail is presented; and
2. A budget amendment to recognize grant revenue and related expenditures for the Police Department associated with a state body armor reimbursement grant.

ANALYSIS

1. Municipal Court Budget, Administrative Correction to Notes

During preparation of the FY2026 budget, the Municipal Court budgets in Funds 10 (General Fund), 11 (Municipal Court Technology Fund), 12 (Time Payment Reimbursement Fee Fund), 13 (Municipal Court Building Security Fund), 22 (Local Youth Diversion Fund), 23 (Municipal Jury Fund) included detailed expense descriptions within the individual line items rather than in the "Current Year Notes" section of the budget.

In prior fiscal years (before FY 2021), budget instructions required departments to include expense detail directly under each line item. During FY 2021 and 2022, the City utilized ClearGov budgeting system, which required the expense detail to be placed in the Notes section in order for information to properly import into the City's financial system, Incode, and print correctly in the budget document. Budget instructions were modified accordingly.

Once the City resumed preparing the budget directly in Incode, the department returned to the prior formatting method of including the detail under each line item. However, when the FY 2026 budget was printed, certain report settings did not display that embedded detail, resulting in the expense descriptions not appearing in the final budget document.

The issue was identified when staff attempted to verify that a court software renewal was included in the adopted budget and could not locate the detail within the printed budget.

This portion of the budget amendment will add the detailed expense descriptions to the "Current Year Notes" section for the Municipal Court budgets in the affected funds to ensure that budget detail is clearly visible and accessible in the official budget document.

There are no changes to adopted revenues or expenditures associated with this item. This action is strictly an administrative correction to enhance clarity and transparency in budget reporting.

2. Police Department Grant, Budget Amendment

On September 3, 2025, the Police Department was awarded a state grant in the amount of \$48,180.35 from the Texas Office of the Governor Criminal Justice Division through the Rifle-Resistant Body Armor Grant Program.

There is no local match requirement for this grant, however, it is a reimbursement-based grant. The Police Department purchased rifle-resistant body armor from Angel Armor, LLC, and the expenditure was charged to 10-530-52100 for Wearing Apparel.

The City submitted the final reimbursement request on January 15, 2026, and received reimbursement in the amount of \$48,180.35 on January 26, 2026.

Because the grant award and reimbursement occurred after adoption of the FY 2026 budget, a budget amendment is needed to reflect both the revenue and corresponding expenditure.

This budget amendment will increase the State Grant Revenue account (10-43610) by \$48,180, and increase the Wearing Apparel Expenditure account (10-530-52100) by \$48,180.

This amendment does not impact the General Fund balance, as the expenditure is fully offset by grant revenue.

FINANCIAL IMPACT

- Municipal Court Administrative Update
 - No financial impact, no change to revenues or expenditures
- Police Department Grant Amendment
 - Revenue and expenditure both increase by \$48,180 with no impact to fund balance

RECOMMENDATION

Staff recommends approval of the FY 2026 budget amendments.

ORDINANCE 2026 –

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEALY, TEXAS, AMENDING THE BUDGET OF THE CITY OF SEALY, TEXAS, FOR THE FISCAL YEAR 2025-2026; PROVIDING FOR SEVERABILITY; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sealy, Texas Fiscal Year 2025-2026 Budget was adopted within the time and in the manner required by State Law; and

WHEREAS, the City Council hereby finds and determines that certain budget amendments are required to be adopted for the Fiscal Year 2025-2026 Budget; and

WHEREAS, the City Council finds and determines that the proposed changes in the budget are for municipal purposes, and that the amendments of the budget are an emergency and matter of public necessity requiring the adoption of the amendments to the budget at this time.

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

Section 1. The facts and matters set forth in the preamble of this ordinance are found to be true and correct and incorporated herein for all purposes.

Section 2. The City of Sealy, Texas Fiscal Year 2025-2026 Budget is hereby amended to the Budget of the City of Sealy, Texas for the Fiscal Year 2025-2026 shall be attached to and made a part of the Original Budget by the City Secretary and filed as required by State Law.

Section 3. In the event any 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 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 thus declared to be invalid or unconstitutional whether there be one or more parts.

Section 4. This Ordinance shall be effective immediately upon passage.

PASSED AND APPROVED AND ADOPTED this 3rd day of February 2026.

Carolyn Bilski, Mayor

ATTEST:

Sandra Vrablec, City Secretary

**1. Municipal Court Budget
Administrative Correction to
Notes**

Original Budget

Fund 10

10 -GENERAL FUND
MUNICIPAL COURT

DEPARTMENTAL EXPENDITURES	2022-2023 ACTUAL	2023-2024 ACTUAL	CURRENT BUDGET	2024-2025 YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
PERSONNEL							
10-525-51010 Salaries & Wages	162,585	167,452	160,745	0	0	165,535	165,535
10-525-51011 PTO Liability	0	0	20,145	0	0	0	0
10-525-51012 Overtime Pay	66	10	200	0	0	200	200
10-525-51015 Longevity Pay	3,685	3,926	4,280	0	0	4,650	4,650
10-525-51017 Certification Pay	0	0	0	0	0	0	0
10-525-51020 Social Security	11,947	12,363	12,650	0	0	13,050	13,050
10-525-51030 Retirement Contributions	18,311	24,702	24,550	0	0	26,390	26,390
10-525-51040 Group Insurance	44,236	42,786	51,800	0	0	38,615	38,615
10-525-51050 Workers' Compensation	837	285	475	0	0	470	470
10-525-51060 Unemployment Compensation	0	0	0	0	0	0	0
TOTAL PERSONNEL	241,665	251,524	274,845	0	0	248,910	248,910
525-51010 Salaries & Wages							
NEXT YEAR NOTES: MUNICIPAL COURT ADMINISTRATOR - \$76,482 COURT CLERK X2 - \$88,068 SALARY ADJ X3 - \$975							
525-51030 Retirement Contributions							
NEXT YEAR NOTES: CY 2025 - 15.10% CY 2026 - 15.60%							
525-51040 Group Insurance							
NEXT YEAR NOTES: NO PREMIUM INCREASE FY2026							
525-51050 Workers' Compensation							
NEXT YEAR NOTES: WC RATE FY 26 (8810): 0.0041 WC RATE FY 26 (7720): 0.0469							
OPERATIONS							
10-525-52000 General Office Supplies	832	678	657	0	0	809	809
10-525-52010 Office Copy Supplies	310	190	300	0	0	300	300
10-525-52020 Data Processing Supplies	344	248	975	0	0	1,140	1,140
10-525-52050 Motor Fuel & Oil	0	0	0	0	0	0	0
10-525-52100 Wearing Apparel	0	0	0	0	0	250	250
10-525-52210 Community Service Supplies	0	0	0	0	0	0	0
10-525-53030 Legal Services	38,157	40,482	46,800	0	0	56,400	56,400
10-525-53090 Contractual Services	0	2,033	12,200	0	0	0	0
10-525-53210 Telephone	45	0	240	0	0	240	240
10-525-53240 Collection Agency Service	0	0	0	0	0	0	0
10-525-53300 Dues & Subscriptions	327	451	450	0	0	315	315
10-525-53310 Travel & Training	1,543	1,782	3,320	0	0	3,170	3,170
10-525-53330 Postage & Shipping	5,415	6,522	6,336	0	0	6,780	6,780
10-525-53340 Printing & Binding	90	15	100	0	0	100	100
10-525-53520 Office Equipment Repairs/M	21	0	50	0	0	100	100
10-525-53540 Motor Vehicles Repairs/Mai	0	0	0	0	0	0	0
10-525-53660 Software Maintenance	0	18,489	19,625	0	0	9,900	9,900
10-525-53920 Equipment/Vehicle Rentals	0	0	0	0	0	0	0

10 -GENERAL FUND
MUNICIPAL COURT

AS OF: OCTOBER 1ST, 2025

DEPARTMENTAL EXPENDITURES	2022-2023 ACTUAL	2023-2024 ACTUAL	CURRENT BUDGET	2024-2025 YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	2025-2026 PROPOSED BUDGET	APPROVED BUDGET
10-525-54000 Court Costs & Jury Fees	0	0	0	0	0	0	0
10-525-54010 Prisoner Care	7,775	8,925	21,600	0	0	21,600	21,600
10-525-54030 Credit Card Processing Fee	0	0	0	0	0	0	0
TOTAL OPERATIONS	54,858	79,814	112,653	0	0	101,104	101,104
525-52020 Data Processing Supplies	NEXT YEAR NOTES: Thermal paper is for ticket writer for PD. One case costs @ \$100.						
525-53030 Legal Services	NEXT YEAR NOTES: Hourly rates are being increased.						
525-53310 Travel & Training	NEXT YEAR NOTES: If security is part of seminar agenda, fees will be coded to 13-525.						
CAPITAL OUTLAY							
10-525-56060 Office Equipment	0	3,769	0	0	0	0	0
10-525-56090 Motor Vehicles	0	0	0	0	0	0	0
10-525-56100 Special Equipment	0	0	0	0	0	0	0
10-525-56115 Computer Equipment	0	0	0	0	0	0	0
TOTAL CAPITAL OUTLAY	0	3,769	0	0	0	0	0

TOTAL MUNICIPAL COURT 296,523 335,107 387,498 0 0 350,014 350,014

Fund 11

AS OF: OCTOBER 1ST, 2025

11 -MUN COURT TECHNOLOGY

REVENUES	2022-2023 ACTUAL	2023-2024 ACTUAL	CURRENT BUDGET	2024-2025 YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	2025-2026 PROPOSED BUDGET	APPROVED BUDGET
<u>FINES & FORFEITURES</u>							
11-42030 Local Court Fees	16,422	16,876	16,000	0	0	0	0
TOTAL FINES & FORFEITURES	16,422	16,876	16,000	0	0	0	0
<u>CONTRIBUTIONS & DONATIONS</u>							
11-44915 Naming and Donation Policy Fee	0	0	0	0	0	0	0
TOTAL CONTRIBUTIONS & DONATIONS	0	0	0	0	0	0	0
<u>INVESTMENT INCOME</u>							
11-45000 Interest Earnings	72	350	25	0	0	500	500
TOTAL INVESTMENT INCOME	72	350	25	0	0	500	500
<u>OTHER FINANCING SOURCES</u>							
11-49600 Gain on Sale of Right to Use	0	0	0	0	0	0	0
11-49990 Transfers In	0	0	0	0	0	0	0
11-49998 Budgeted Reduction of Fund Bal	0	0	0	0	0	20,935	20,935
TOTAL OTHER FINANCING SOURCES	0	0	0	0	0	20,935	20,935

49998 Budgeted Reduction of FundNEXT YEAR NOTES:

TX HB 1950 went into effect on 5/29/2025, consolidating fees collected for court security and technology into one "Consolidated Municipal Building Security & Technology Fund." The funds may be used for the same purposes previously allowed for the separate funds. This change affects only the fees collected on or after the bill's effective date.
Fees collected prior to the effective date must remain in the existing separate funds and are governed under the previous law; those funds must be spent under the old rules.
As of 5/29/2025 - Fees previously collected on Fund 11 & 13 will be allocated to the consolidated fund, Fund 65.

TOTAL REVENUES	16,494	17,226	16,025	0	0	21,435	21,435
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11 -MUN COURT TECHNOLOGY
MUNICIPAL COURT

DEPARTMENTAL EXPENDITURES	2022-2023 ACTUAL	2023-2024 ACTUAL	CURRENT BUDGET	2024-2025 YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	2025-2026 PROPOSED BUDGET	APPROVED BUDGET
OPERATIONS							
11-525-52000 General Office Supplies	210	376	432	0	0	435	435
11-525-52020 Data Processing Supplies	1,520	3,902	5,800	0	0	9,000	9,000
11-525-53210 Telephone	0	0	0	0	0	0	0
11-525-53255 On-line Services	0	0	0	0	0	0	0
11-525-53310 Travel & Training	0	0	0	0	0	0	0
11-525-53330 Postage & Shipping	0	50	75	0	0	0	0
11-525-53520 Office Equipment Repairs/M	0	0	0	0	0	0	0
11-525-53660 Software Maintenance	18,002	0	0	0	0	12,000	12,000
11-525-53960 Copier Rental Fees	0	0	0	0	0	0	0
11-525-53990 Other Rentals	0	0	0	0	0	0	0
11-525-54030 Credit Card Processing Fee	0	0	0	0	0	0	0
TOTAL OPERATIONS	19,732	4,328	6,307	0	0	21,435	21,435
525-53660 Software Maintenance							
NEXT YEAR NOTES:							
Monthly invoiced remote software fees.							
CAPITAL OUTLAY							
11-525-56115 Computer Equipment	0	0	0	0	0	0	0
TOTAL CAPITAL OUTLAY	0	0	0	0	0	0	0
TOTAL MUNICIPAL COURT	19,732	4,328	6,307	0	0	21,435	21,435

11 -MUN COURT TECHNOLOGY
NON-DEPARTMENTAL

DEPARTMENTAL EXPENDITURES	2022-2023 ACTUAL	2023-2024 ACTUAL	CURRENT BUDGET	2024-2025 YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
OPERATIONS							
11-599-55710 Service/Finance Charges	0	0	0	0	0	0	0
TOTAL OPERATIONS	0	0	0	0	0	0	0
CAPITAL OUTLAY							
11-599-56200 Capital Outlay - Leases	0	0	0	0	0	0	0
TOTAL CAPITAL OUTLAY	0	0	0	0	0	0	0
OTHER FINANCING USES							
11-599-58990 Transfers Out	0	0	0	0	0	0	0
11-599-59998 Budgeted Addition to Fund	0	0	9,718	0	0	0	0
TOTAL OTHER FINANCING USES	0	0	9,718	0	0	0	0
TOTAL NON-DEPARTMENTAL	0	0	9,718	0	0	0	0
TOTAL EXPENDITURES	19,732	4,328	16,025	0	0	21,435	21,435
REVENUE OVER/ (UNDER) EXPENDITURES	(3,239)	12,898	0	0	0	0	0

Fund 12

12 -TIME PYMT REIMB FEE FUND

REVENUES	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 CURRENT BUDGET	2024-2025 YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
<u>FINES & FORFEITURES</u>							
12-42030 Local Court Fees	11,888	13,723	10,551	0	0	9,868	9,868
TOTAL FINES & FORFEITURES	11,888	13,723	10,551	0	0	9,868	9,868
<u>CONTRIBUTIONS & DONATIONS</u>							
12-44915 Naming and Donation Policy Fee	0	0	0	0	0	0	0
TOTAL CONTRIBUTIONS & DONATIONS	0	0	0	0	0	0	0
<u>INVESTMENT INCOME</u>							
12-45000 Interest Earnings	210	624	50	0	0	700	700
TOTAL INVESTMENT INCOME	210	624	50	0	0	700	700
<u>OTHER FINANCING SOURCES</u>							
12-49600 Gain on Sale of Right to Use	0	0	0	0	0	0	0
12-49900 Transfers In	0	0	0	0	0	0	0
12-49998 Budgeted Reduction of Fund Bal	0	0	0	0	0	0	0
TOTAL OTHER FINANCING SOURCES	0	0	0	0	0	0	0
TOTAL REVENUES	12,098	14,347	10,601	0	0	10,568	10,568

12 -TIME PYMT REIMB FEE FUND
MUNICIPAL COURT

DEPARTMENTAL EXPENDITURES	2022-2023 ACTUAL	2023-2024 ACTUAL	CURRENT BUDGET	2024-2025 YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
OPERATIONS							
12-525-52000 General Office Supplies	18	82	132	0	0	144	144
12-525-52010 Office Copy Supplies	0	0	0	0	0	0	0
12-525-52020 Data Processing Supplies	540	1,501	2,120	0	0	2,300	2,300
12-525-53090 Contractual Services	347	0	2,400	0	0	2,700	2,700
12-525-53210 Telephone	619	579	624	0	0	624	624
12-525-53310 Travel & Training	250	0	525	0	0	0	0
12-525-53330 Postage & Shipping	0	0	0	0	0	0	0
12-525-53660 Software Maintenance	0	0	0	0	0	0	0
12-525-53960 Copier Rental Fees	3,935	3,895	4,800	0	0	4,800	4,800
12-525-54030 Credit Card Processing Fee	0	0	0	0	0	0	0
TOTAL OPERATIONS	5,709	6,057	10,601	0	0	10,568	10,568

525-52020 Data Processing Supplies NEXT YEAR NOTES:
Accruint renewal increased by \$50 per month per TX DIR price increases.

CAPITAL OUTLAY

12-525-56090 Motor Vehicles	0	0	0	0	0	0	0
TOTAL CAPITAL OUTLAY	0	0	0	0	0	0	0
TOTAL MUNICIPAL COURT	5,709	6,057	10,601	0	0	10,568	10,568

12 -TIME PYMT REIMB FEE FUND
 NON-DEPARTMENTAL

DEPARTMENTAL EXPENDITURES	2022-2023 ACTUAL	2023-2024 ACTUAL	CURRENT BUDGET	2024-2025 YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
OPERATIONS							
12-599-55710 Service/Finance Charges	0	0	0	0	0	0	0
TOTAL OPERATIONS	0	0	0	0	0	0	0
CAPITAL OUTLAY							
12-599-56200 Capital Outlay - Leases	0	0	0	0	0	0	0
TOTAL CAPITAL OUTLAY	0	0	0	0	0	0	0
OTHER FINANCING USES							
12-599-59990 Transfers Out	0	0	0	0	0	0	0
12-599-59998 Budgeted Addition to Fund	0	0	0	0	0	0	0
TOTAL OTHER FINANCING USES	0	0	0	0	0	0	0
TOTAL NON-DEPARTMENTAL	0	0	0	0	0	0	0
TOTAL EXPENDITURES	5,709	6,057	10,601	0	0	10,568	10,568
REVENUE OVER/ (UNDER) EXPENDITURES	6,389	8,290	0	0	0	0	0

Fund 13

13 -MUN CT BLDG SECURITY

REVENUES	2022-2023 ACTUAL	2023-2024 ACTUAL	CURRENT BUDGET	2024-2025 YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
<u>FINES & FORFEITURES</u>							
13-42030 Local Court Fees	19,686	20,317	19,000	0	0	0	0
TOTAL FINES & FORFEITURES	19,686	20,317	19,000	0	0	0	0
<u>CONTRIBUTIONS & DONATIONS</u>							
13-4915 Naming and Donation Policy Fee	0	0	0	0	0	0	0
TOTAL CONTRIBUTIONS & DONATIONS	0	0	0	0	0	0	0
<u>INVESTMENT INCOME</u>							
13-45000 Interest Earnings	1,704	4,067	250	0	0	4,500	4,500
TOTAL INVESTMENT INCOME	1,704	4,067	250	0	0	4,500	4,500
<u>OTHER FINANCING SOURCES</u>							
13-49600 Gain on Sale of Right to Use	0	0	0	0	0	0	0
13-49990 Transfers In	0	0	0	0	0	0	0
13-49998 Budgeted Reduction of Fund Bal	0	0	22,055	0	0	14,240	14,240
TOTAL OTHER FINANCING SOURCES	0	0	22,055	0	0	14,240	14,240
49998 Budgeted Reduction of FundNEXT YEAR NOTES:							
TX HB 1950 went into effect on 5/29/2025, consolidating fees collected for court security and technology into one "Consolidated Municipal Building Security & Technology Fund." The funds may be used for the same purposes previously allowed for the separate funds. This change affects only the fees collected on or after the bill's effective date. Fees collected prior to the effective date must remain in the existing separate funds and are governed under the previous law; those funds must be spent under the old rules. As of 5/29/2025 - Fees previously collected on Fund 11 & 13 will be allocated to the consolidated fund, Fund 65.							
TOTAL REVENUES	21,390	24,384	41,305	0	0	18,740	18,740

13 -MUN CT BLDG SECURITY
MUNICIPAL COURT

DEPARTMENTAL EXPENDITURES	2022-2023 ACTUAL	2023-2024 ACTUAL	CURRENT BUDGET	2024-2025 YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
OPERATIONS							
13-525-52330 Safety Equipment	0	0	1,155	0	0	0	0
13-525-53310 Travel & Training	850	900	2,150	0	0	1,740	1,740
13-525-53370 Courtroom Security Service	2,798	3,008	33,000	0	0	12,000	12,000
13-525-53500 Buildings & Grounds Rep/Ma	0	800	5,000	0	0	5,000	5,000
TOTAL OPERATIONS	3,648	4,708	41,305	0	0	18,740	18,740
525-53310 Travel & Training							
NEXT YEAR NOTES: Seminar fees covered here if security classes are provided at the seminar.							
525-53500 Buildings & Grounds Rep/Ma							
NEXT YEAR NOTES: Back door still has been replaced and will need funding.							
CAPITAL OUTLAY							
13-525-56100 Special Equipment	0	0	0	0	0	0	0
TOTAL CAPITAL OUTLAY	0	0	0	0	0	0	0
TOTAL MUNICIPAL COURT	3,648	4,708	41,305	0	0	18,740	18,740

13 -MUN CT BLDG SECURITY
 NON-DEPARTMENTAL

DEPARTMENTAL EXPENDITURES	2022-2023 ACTUAL	2023-2024 ACTUAL	CURRENT BUDGET	2024-2025 YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	2025-2026 PROPOSED BUDGET	APPROVED BUDGET
OPERATIONS							
13-599-55710 Service/Finance Charges	0	0	0	0	0	0	0
TOTAL OPERATIONS	0	0	0	0	0	0	0
CAPITAL OUTLAY							
13-599-56200 Capital Outlay - Leases	0	0	0	0	0	0	0
TOTAL CAPITAL OUTLAY	0	0	0	0	0	0	0
OTHER FINANCING USES							
13-599-59990 Transfers Out	0	0	0	0	0	0	0
13-599-59998 Budgeted Addition to Fund	0	0	0	0	0	0	0
TOTAL OTHER FINANCING USES	0	0	0	0	0	0	0
TOTAL NON-DEPARTMENTAL	0	0	0	0	0	0	0
TOTAL EXPENDITURES	3,648	4,708	41,305	0	0	18,740	18,740
REVENUE OVER/ (UNDER) EXPENDITURES	17,743	19,677	0	0	0	0	0

Fund 22

22 -Local Youth Diversion Fd

REVENUES	2022-2023 ACTUAL	2023-2024 ACTUAL	CURRENT BUDGET	2024-2025 YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
<u>FINES & FOREFEITURES</u>							
22-42030 Local Court Fees	19,390	20,158	17,000	0	0	16,000	16,000
TOTAL FINES & FOREFEITURES	19,390	20,158	17,000	0	0	16,000	16,000
<u>CONTRIBUTIONS & DONATIONS</u>							
22-4915 Naming and Donation Policy Fee	0	0	0	0	0	0	0
TOTAL CONTRIBUTIONS & DONATIONS	0	0	0	0	0	0	0
<u>INVESTMENT INCOME</u>							
22-45000 Interest Earnings	510	1,540	300	0	0	1,800	1,800
TOTAL INVESTMENT INCOME	510	1,540	300	0	0	1,800	1,800
<u>OTHER FINANCING SOURCES</u>							
22-49600 Gain on Sale of Right to Use	0	0	0	0	0	0	0
22-49990 Transfers In	0	0	0	0	0	0	0
TOTAL OTHER FINANCING SOURCES	0	0	0	0	0	0	0
TOTAL REVENUES	19,900	21,698	17,300	0	0	17,800	17,800

22 -Local Youth Diversion Fd
MUNICIPAL COURT

DEPARTMENTAL EXPENDITURES	2022-2023 ACTUAL	2023-2024 ACTUAL	CURRENT BUDGET	2024-2025 YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	2025-2026 APPROVED BUDGET
OPERATIONS							
22-525-52000 General Office Supplies	0	0	0	0	0	500	500
22-525-52010 Office Copy Supplies	0	0	0	0	0	500	500
22-525-52020 Data Processing Supplies	0	0	0	0	0	1,000	1,000
22-525-53090 Contractual Services	0	0	0	0	0	0	0
22-525-53300 Dues & Subscriptions	0	0	0	0	0	5,000	5,000
22-525-53330 Postage & Shipping	0	0	0	0	0	2,100	2,100
22-525-53340 Printing & Binding	0	0	0	0	0	0	0
TOTAL OPERATIONS	0	0	0	0	0	9,100	9,100
525-53330 Postage & Shipping							
TOTAL MUNICIPAL COURT	0	0	0	0	0	9,100	9,100

NEXT YEAR NOTES:
Postage for summons fees related to YD will be coded here.

22 -Local Youth Diversion Fd
NON-DEPARTMENTAL

DEPARTMENTAL EXPENDITURES	2022-2023 ACTUAL	2023-2024 ACTUAL	CURRENT BUDGET	2024-2025 YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	2025-2026 APPROVED BUDGET
CAPITAL OUTLAY							
22-599-56200 Capital Outlay - Leases	0	0	0	0	0	0	0
TOTAL CAPITAL OUTLAY	0	0	0	0	0	0	0
OTHER FINANCING USES							
22-599-59998 Budgeted Addition to Fund	0	0	17,300	0	0	8,700	8,700
TOTAL OTHER FINANCING USES	0	0	17,300	0	0	8,700	8,700
TOTAL NON-DEPARTMENTAL	0	0	17,300	0	0	8,700	8,700
TOTAL EXPENDITURES	0	0	17,300	0	0	17,800	17,800
REVENUE OVER/ (UNDER) EXPENDITURES	19,900	21,698	0	0	0	0	0

Fund 23

23 -MUNICIPAL JURY FUND

REVENUES	2022-2023 ACTUAL	2023-2024 ACTUAL	CURRENT BUDGET	2024-2025 YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	2025-2026 APPROVED BUDGET
<u>FINES & FORFEITURES</u>							
23-42030 Local Court Fees	388	403	0	0	0	200	200
TOTAL FINES & FORFEITURES	388	403	0	0	0	200	200
<u>CONTRIBUTIONS & DONATIONS</u>							
23-44915 Naming and Donation Policy Fee	0	0	0	0	0	0	0
TOTAL CONTRIBUTIONS & DONATIONS	0	0	0	0	0	0	0
<u>INVESTMENT INCOME</u>							
23-45000 Interest Earnings	10	23	0	0	0	25	25
TOTAL INVESTMENT INCOME	10	23	0	0	0	25	25
<u>OTHER FINANCING SOURCES</u>							
23-49600 Gain on Sale of Right to Use	0	0	0	0	0	0	0
23-49990 Transfers In	0	0	0	0	0	0	0
23-49998 Budgeted Reduction of Fund Bal	0	0	680	0	0	675	675
TOTAL OTHER FINANCING SOURCES	0	0	680	0	0	675	675

49998 Budgeted Reduction of FundNEXT YEAR NOTES:

Fund Balance as of 4/30/25: \$1,304.

A budgeted reduction of \$675 is needed to fund the expenses

TOTAL REVENUES	398	427	680	0	0	900	900
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23 -MUNICIPAL JURY FUND
MUNICIPAL COURT

DEPARTMENTAL EXPENDITURES	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 CURRENT BUDGET	2024-2025 YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	2025-2026 PROPOSED BUDGET	APPROVED BUDGET
OPERATIONS							
23-525-53330 Postage & Shipping	0	571	680	0	0	800	800
TOTAL OPERATIONS	0	571	680	0	0	800	800
TOTAL MUNICIPAL COURT	0	571	680	0	0	800	800

23 -MUNICIPAL JURY FUND
 NON-DEPARTMENTAL

DEPARTMENTAL EXPENDITURES	2022-2023 ACTUAL	2023-2024 ACTUAL	CURRENT BUDGET	2024-2025 YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	2025-2026 PROPOSED BUDGET	APPROVED BUDGET
CAPITAL OUTLAY							
23-599-56200 Capital Outlay - Leases	0	0	0	0	0	0	0
TOTAL CAPITAL OUTLAY	0	0	0	0	0	0	0
OTHER FINANCING USES							
23-599-59998 Budgeted Addition to Fund	0	0	0	0	0	0	0
TOTAL OTHER FINANCING USES	0	0	0	0	0	0	0
TOTAL NON-DEPARTMENTAL	0	0	0	0	0	0	0
TOTAL EXPENDITURES	0	571	680	0	0	800	800
REVENUE OVER/ (UNDER) EXPENDITURES	398	(145)	0	0	0	100	100

Updated Budget Notes

Fund 10

CITY OF SEALY
ADOPTED BUDGET PRESENTATION
AS OF: OCTOBER 31ST, 2025

10 -GENERAL FUND
MUNICIPAL COURT

DEPARTMENTAL EXPENDITURES	2021-2022 BUDGET	2022-2023 BUDGET	2023-2024 BUDGET	2024-2025 BUDGET	2025-2026 BUDGET
10-525-53210 Telephone	900	180	90	240	240
10-525-53240 Collection Agency Service F	0	0	0	0	0
10-525-53300 Dues & Subscriptions	200	330	451	552	315
10-525-53310 Travel & Training	1,425	1,950	2,135	3,218	3,170
10-525-53330 Postage & Shipping	6,000	6,030	7,000	6,336	6,780
10-525-53340 Printing & Binding	128	90	100	100	100
10-525-53520 Office Equipment Repairs/Main	0	50	50	50	100
10-525-53540 Motor Vehicles Repairs/Main	0	0	0	0	0
10-525-53660 Software Maintenance	0	0	19,490	19,625	9,900
10-525-53920 Equipment/Vehicle Rentals	0	0	0	0	0
10-525-54000 Court Costs & Jury Fees	0	0	0	0	0
10-525-54010 Prisoner Care	1,185	10,200	9,600	21,600	21,600
10-525-54030 Credit Card Processing Fees	0	0	0	0	0
TOTAL OPERATIONS	43,531	61,053	87,158	112,653	101,104

525-52000 General Office Supplies CURRENT YEAR NOTES:
Closet Supplies \$600, Desk Calendars \$72, IysoL Neutra Air \$25, Label Maker Tape \$25, Pens Lobby/Courtroom \$12

525-52010 Office Copy Supplies CURRENT YEAR NOTES:
Copy Shared \$300

525-52020 Data Processing Supplies CURRENT YEAR NOTES:
Thermal Paper \$600, Clerk Toner Replacement \$540. Thermal paper is for ticket writer for PD. One case costs @ \$100.

525-53030 Legal Services CURRENT YEAR NOTES:
Judge \$2,500, Prosecutor \$2,200. Hourly rates are being increased.

525-53210 Telephone CURRENT YEAR NOTES:
Language Line \$240

525-53300 Dues & Subscriptions CURRENT YEAR NOTES:
TCCA/TWCEC \$195, Time Clock \$120

525-53310 Travel & Training CURRENT YEAR NOTES:
Judge Travel \$1,800, Jail Arraignments/Magis \$900, Diversity/Cyber Security \$300, Seminar Meals \$150, Parking Tells \$20. If security is part of seminar agenda, fees will be coded to 13-525.

525-53330 Postage & Shipping CURRENT YEAR NOTES:
Monthly Postage \$6,780

525-53340 Printing & Binding CURRENT YEAR NOTES:
Clerk Business Cards \$100

525-53520 Office Equipment Repairs/MCURRENT YEAR NOTES:

ADOPTED BUDGET PRESENTATION
AS OF: OCTOBER 31ST, 2025

10 -GENERAL FUND
MUNICIPAL COURT

DEPARTMENTAL EXPENDITURES	2021-2022 BUDGET	2022-2023 BUDGET	2023-2024 BUDGET	2024-2025 BUDGET	2025-2026 BUDGET
Replacement Parts \$100					
525-53660 Software Maintenance	CURRENT YEAR NOTES: MCRS SQL Imaging Support \$3,500, MCRS Cite Clearly Support \$5,500, MCRS OCIP (Traffic Payment) \$900				
525-54010 Prisoner Care	CURRENT YEAR NOTES: Contract Inmate Billing \$21,600				
CAPITAL OUTLAY					
10-525-56060 Office Equipment	0	0	5,151	0	0
10-525-56090 Motor Vehicles	0	0	0	0	0
10-525-56100 Special Equipment	0	0	0	0	0
10-525-56115 Computer Equipment	0	0	0	0	0
TOTAL CAPITAL OUTLAY	0	0	5,151	0	0
TOTAL MUNICIPAL COURT	289,927	305,662	424,230	387,498	350,014

Fund 11

CITY OF SEALY
 ADOPTED BUDGET PRESENTATION
 AS OF: OCTOBER 31ST, 2025

11 -MUN COURT TECHNOLOGY

REVENUES	2021-2022 BUDGET	2022-2023 BUDGET	2023-2024 BUDGET	2024-2025 BUDGET	2025-2026 BUDGET
<u>FINES & FORFEITURES</u>					
11-42030 Local Court Fees	18,260	16,000	16,000	9,702	0
TOTAL FINES & FORFEITURES	18,260	16,000	16,000	9,702	0
<u>CONTRIBUTIONS & DONATIONS</u>					
11-44915 Naming and Donation Policy Fee	0	0	0	0	0
TOTAL CONTRIBUTIONS & DONATIONS	0	0	0	0	0
<u>INVESTMENT INCOME</u>					
11-45000 Interest Earnings	20	0	20	1,002	500
TOTAL INVESTMENT INCOME	20	0	20	1,002	500
<u>OTHER FINANCING SOURCES</u>					
11-49600 Gain on Sale of Right to Use	0	0	0	0	0
11-49990 Transfers In	0	0	0	0	0
11-49998 Budgeted Reduction of Fund Bal	1,810	5,300	0	0	20,935
TOTAL OTHER FINANCING SOURCES	1,810	5,300	0	0	20,935

49998 Budgeted Reduction of FundPERMANENT NOTES:

TX HB 1950 went into effect on 5/29/2025, consolidating fees collected for court security and technology into one "Consolidated Municipal Building Security & Technology Fund." The funds may be used for the same purposes previously allowed for the separate funds. This change affects only the fees collected on or after the bill's effective date.

Fees collected prior to the effective date must remain in the existing separate funds and are governed under the previous law; those funds must be spent under the old rules. As of 5/29/2025 ~ Fees previously collected on Fund 11 & 13 will be allocated to the consolidated fund, Fund 65.

49998 Budgeted Reduction of FundCURRENT YEAR NOTES:

TX HB 1950 went into effect on 5/29/2025, consolidating fees collected for court security and technology into one "Consolidated Municipal Building Security & Technology Fund." The funds may be used for the same purposes previously allowed for the separate funds. This change affects only the fees collected on or after the bill's effective date.

Fees collected prior to the effective date must remain in the existing separate funds and are governed under the previous law; those funds must be spent under the old rules. As of 5/29/2025 ~ Fees previously collected on Fund 11 & 13 will be allocated to the consolidated fund, Fund 65.

TOTAL REVENUES	20,090	21,300	16,020	10,704	21,435
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11 -MUN COURT TECHNOLOGY
 MUNICIPAL COURT

DEPARTMENTAL EXPENDITURES	2021-2022 BUDGET	2022-2023 BUDGET	2023-2024 BUDGET	2024-2025 BUDGET	2025-2026 BUDGET
OPERATIONS					
11-525-52000 General Office Supplies	500	500	500	432	435
11-525-52020 Data Processing Supplies	1,700	1,895	4,598	5,800	9,000
11-525-53210 Telephone	0	0	0	0	0
11-525-53255 On-line Services	0	0	0	0	0
11-525-53310 Travel & Training	0	0	0	0	0
11-525-53330 Postage & Shipping	40	40	60	75	0
11-525-53520 Office Equipment Repairs/Ma	0	0	0	0	0
11-525-53660 Software Maintenance	17,850	18,865	0	0	12,000
11-525-53960 Copier Rentals	0	0	0	0	0
11-525-53990 Other Rentals	0	0	0	0	0
11-525-54030 Credit Card Processing Fees	0	0	0	0	0
TOTAL OPERATIONS	20,090	21,300	5,158	6,307	21,435
525-52000 General Office Supplies					
CURRENT YEAR NOTES: Misc. Supplies Needed \$300, Back Up Battery \$135					
525-52020 Data Processing Supplies					
CURRENT YEAR NOTES: Ticket Printer \$900, Barcode Swiper \$1,000, Scanner \$1,000, Courtroom Computer Contingent \$6,000					
525-53660 Software Maintenance					
CURRENT YEAR NOTES: MCRS SQL Hosted \$12,000. Monthly invoiced remote software fees.					
CAPITAL OUTLAY					
11-525-56115 Computer Equipment	0	0	0	0	0
TOTAL CAPITAL OUTLAY	0	0	0	0	0
TOTAL MUNICIPAL COURT	20,090	21,300	5,158	6,307	21,435

CITY OF SEALY
 ADOPTED BUDGET PRESENTATION
 AS OF: OCTOBER 31ST, 2025

11 -MUN COURT TECHNOLOGY
 NON-DEPARTMENTAL

DEPARTMENTAL EXPENDITURES	2021-2022 BUDGET	2022-2023 BUDGET	2023-2024 BUDGET	2024-2025 BUDGET	2025-2026 BUDGET
<u>OPERATIONS</u>					
11-599-55710 Service/Finance Charges	0	0	0	0	0
TOTAL OPERATIONS	0	0	0	0	0
<u>CAPITAL OUTLAY</u>					
11-599-56200 Capital Outlay - Leases	0	0	0	0	0
TOTAL CAPITAL OUTLAY	0	0	0	0	0
<u>OTHER FINANCING USES</u>					
11-599-59990 Transfers Out	0	0	0	0	0
11-599-59998 Budgeted Addition to Fund B	0	0	10,862	4,397	0
TOTAL OTHER FINANCING USES	0	0	10,862	4,397	0
TOTAL NON-DEPARTMENTAL	0	0	10,862	4,397	0
TOTAL EXPENDITURES	20,090	21,300	16,020	10,704	21,435
REVENUE OVER/(UNDER) EXPENDITURES	0	0	0	0	0

Fund 12

CITY OF SEALY
 ADOPTED BUDGET PRESENTATION
 AS OF: OCTOBER 31ST, 2025

12 -TIME PYMT REIMB FEE FUND

REVENUES	2021-2022 BUDGET	2022-2023 BUDGET	2023-2024 BUDGET	2024-2025 BUDGET	2025-2026 BUDGET
<u>FINES & FORFEITURES</u>					
12-42030 Local Court Fees	7,710	10,000	10,000	11,474	9,868
TOTAL FINES & FORFEITURES	7,710	10,000	10,000	11,474	9,868
<u>CONTRIBUTIONS & DONATIONS</u>					
12-44915 Naming and Donation Policy Fee	0	0	0	0	0
TOTAL CONTRIBUTIONS & DONATIONS	0	0	0	0	0
<u>INVESTMENT INCOME</u>					
12-45000 Interest Earnings	20	0	50	1,334	700
TOTAL INVESTMENT INCOME	20	0	50	1,334	700
<u>OTHER FINANCING SOURCES</u>					
12-49600 Gain on Sale of Right to Use	0	0	0	0	0
12-49990 Transfers In	0	0	0	0	0
12-49998 Budgeted Reduction of Fund Bal	2,946	851	0	0	0
TOTAL OTHER FINANCING SOURCES	2,946	851	0	0	0
TOTAL REVENUES	10,676	10,851	10,050	12,808	10,568

CITY OF SEALY
ADOPTED BUDGET PRESENTATION
AS OF: OCTOBER 31ST, 2025

12 -TIME PYMT REIMB FEE FUND
NON-DEPARTMENTAL

DEPARTMENTAL EXPENDITURES	2021-2022 BUDGET	2022-2023 BUDGET	2023-2024 BUDGET	2024-2025 BUDGET	2025-2026 BUDGET
<u>OPERATIONS</u>					
12-599-55710 Service/Finance Charges	0	0	0	0	0
TOTAL OPERATIONS	0	0	0	0	0
<u>CAPITAL OUTLAY</u>					
12-599-56200 Capital Outlay - Leases	0	0	0	0	0
TOTAL CAPITAL OUTLAY	0	0	0	0	0
<u>OTHER FINANCING USES</u>					
12-599-59990 Transfers Out	0	0	0	0	0
12-599-59998 Budgeted Addition to Fund B	0	0	1,040	2,207	0
TOTAL OTHER FINANCING USES	0	0	1,040	2,207	0
TOTAL NON-DEPARTMENTAL	0	0	1,040	2,207	0
TOTAL EXPENDITURES	10,676	10,851	10,050	12,808	10,568
REVENUE OVER/(UNDER) EXPENDITURES	0	0	0	0	0

Fund 13

13 -MUN CT BLDG SECURITY

REVENUES	2021-2022 BUDGET	2022-2023 BUDGET	2023-2024 BUDGET	2024-2025 BUDGET	2025-2026 BUDGET
<u>FINES & FORFEITURES</u>					
13-42030 Local Court Fees	19,610	19,000	19,000	11,566	0
TOTAL FINES & FORFEITURES	19,610	19,000	19,000	11,566	0
<u>CONTRIBUTIONS & DONATIONS</u>					
13-44915 Naming and Donation Policy Fee	0	0	0	0	0
TOTAL CONTRIBUTIONS & DONATIONS	0	0	0	0	0
<u>INVESTMENT INCOME</u>					
13-45000 Interest Earnings	280	0	500	7,890	4,500
TOTAL INVESTMENT INCOME	280	0	500	7,890	4,500
<u>OTHER FINANCING SOURCES</u>					
13-49600 Gain on Sale of Right to Use	0	0	0	0	0
13-49990 Transfers In	0	0	0	0	0
13-49998 Budgeted Reduction of Fund Bal	1,110	0	19,850	0	14,240
TOTAL OTHER FINANCING SOURCES	1,110	0	19,850	0	14,240

49998 Budgeted Reduction of FundPERMANENT NOTES:
TX HB 1950 went into effect on 5/29/2025, consolidating fees collected for court security and technology into one "Consolidated Municipal Building Security & Technology Fund." The funds may be used for the same purposes previously allowed for the separate funds. This change affects only the fees collected on or after the bill's effective date.
Fees collected prior to the effective date must remain in the existing separate funds and are governed under the previous law; those funds must be spent under the old rules. As of 5/29/2025 - Fees previously collected on Fund 11 & 13 will be allocated to the consolidated fund, Fund 65.

49998 Budgeted Reduction of FundCURRENT YEAR NOTES:
TX HB 1950 went into effect on 5/29/2025, consolidating fees collected for court security and technology into one "Consolidated Municipal Building Security & Technology Fund." The funds may be used for the same purposes previously allowed for the separate funds. This change affects only the fees collected on or after the bill's effective date.
Fees collected prior to the effective date must remain in the existing separate funds and are governed under the previous law; those funds must be spent under the old rules. As of 5/29/2025 - Fees previously collected on Fund 11 & 13 will be allocated to the consolidated fund, Fund 65.

TOTAL REVENUES	21,000	19,000	39,350	19,456	18,740
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CITY OF SEALY
 ADOPTED BUDGET PRESENTATION
 AS OF: OCTOBER 31ST, 2025

13 -MUN CT BLDG SECURITY
 MUNICIPAL COURT

DEPARTMENTAL EXPENDITURES	2021-2022 BUDGET	2022-2023 BUDGET	2023-2024 BUDGET	2024-2025 BUDGET	2025-2026 BUDGET	
OPERATIONS						
13-525-52330 Safety Equipment	500	0	1,150	1,155	0	
13-525-53310 Travel & Training	500	1,702	3,200	2,150	1,740	
13-525-53370 Courtroom Security Services	20,000	2,798	33,000	11,151	12,000	
13-525-53500 Buildings & Grounds Rep/Mai	0	0	2,000	5,000	5,000	
TOTAL OPERATIONS	21,000	4,500	39,350	19,456	18,740	
525-53310 Travel & Training		CURRENT YEAR NOTES: Clerk Seminar \$1,200, Clerk Mileage \$540. Seminar fees covered here if security classes are provided at the seminar.				
525-53370 Courtroom Security Service		CURRENT YEAR NOTES: Security Guard \$12,000				
525-53500 Buildings & Grounds Rep/Mac		CURRENT YEAR NOTES: Back Door Replacement \$5,000. Back door still has not been replaced and will need funding.				
CAPITAL OUTLAY						
13-525-56100 Special Equipment	0	0	0	0	0	
TOTAL CAPITAL OUTLAY	0	0	0	0	0	
TOTAL MUNICIPAL COURT	21,000	4,500	39,350	19,456	18,740	

CITY OF SEALY
 ADOPTED BUDGET PRESENTATION
 AS OF: OCTOBER 31ST, 2025

13 -MUN CT BLDG SECURITY
 NON-DEPARTMENTAL

DEPARTMENTAL EXPENDITURES	2021-2022 BUDGET	2022-2023 BUDGET	2023-2024 BUDGET	2024-2025 BUDGET	2025-2026 BUDGET
OPERATIONS					
13-599-55710 Service/Finance Charges	0	0	0	0	0
TOTAL OPERATIONS	0	0	0	0	0
CAPITAL OUTLAY					
13-599-56200 Capital Outlay - Leases	0	0	0	0	0
TOTAL CAPITAL OUTLAY	0	0	0	0	0
OTHER FINANCING USES					
13-599-59990 Transfers Out	0	0	0	0	0
13-599-59998 Budgeted Addition to Fund B	0	14,500	0	0	0
TOTAL OTHER FINANCING USES	0	14,500	0	0	0
TOTAL NON-DEPARTMENTAL	0	14,500	0	0	0
TOTAL EXPENDITURES	21,000	19,000	39,350	19,456	18,740
REVENUE OVER/ (UNDER) EXPENDITURES	0	0	0	0	0

Fund 22

22 -Local Youth Diversion Fd

REVENUES	2021-2022 BUDGET	2022-2023 BUDGET	2023-2024 BUDGET	2024-2025 BUDGET	2025-2026 BUDGET
FINES & FORFEITURES					
22-42030 Local Court Fees	15,550	15,570	0	16,635	16,000
TOTAL FINES & FORFEITURES	15,550	15,570	0	16,635	16,000
CONTRIBUTIONS & DONATIONS					
22-44915 Naming and Donation Policy Fee	0	0	0	0	0
TOTAL CONTRIBUTIONS & DONATIONS	0	0	0	0	0
INVESTMENT INCOME					
22-45000 Interest Earnings	20	0	0	3,376	1,800
TOTAL INVESTMENT INCOME	20	0	0	3,376	1,800
OTHER FINANCING SOURCES					
22-49600 Gain on Sale of Right to Use	0	0	0	0	0
22-49990 Transfers In	0	0	0	0	0
TOTAL OTHER FINANCING SOURCES	0	0	0	0	0
TOTAL REVENUES	15,570	15,570	0	20,011	17,800

CITY OF SEALY
 ADOPTED BUDGET PRESENTATION
 AS OF: OCTOBER 31ST, 2025

22 -Local Youth Diversion Fd
 MUNICIPAL COURT

DEPARTMENTAL EXPENDITURES

	2021-2022 BUDGET	2022-2023 BUDGET	2023-2024 BUDGET	2024-2025 BUDGET	2025-2026 BUDGET
OPERATIONS					
22-525-52000 General Office Supplies	0	0	0	0	500
22-525-52010 Office Copy Supplies	0	0	0	0	500
22-525-52020 Data Processing Supplies	0	0	0	0	1,000
22-525-53090 Contractual Services	0	0	0	0	0
22-525-53300 Dues & Subscriptions	0	0	0	0	5,000
22-525-53330 Postage & Shipping	0	0	0	0	2,100
22-525-53340 Printing & Binding	0	0	0	0	0
TOTAL OPERATIONS	0	0	0	0	9,100
525-52000 General Office Supplies					
Supplies \$500					
525-52010 Office Copy Supplies					
CURRENT YEAR NOTES: Copy Supplies \$500					
525-52020 Data Processing Supplies					
CURRENT YEAR NOTES: Brochures, Business Cards \$1,000					
525-53300 Dues & Subscriptions					
CURRENT YEAR NOTES: Educational Programs \$2,100					
525-53330 Postage & Shipping					
CURRENT YEAR NOTES: Summons Certified Notices \$2,100. Postage for summons fees related to YD will be coded here.					
TOTAL MUNICIPAL COURT	0	0	0	0	9,100

CITY OF SEALY
ADOPTED BUDGET PRESENTATION
AS OF: OCTOBER 31ST, 2025

22 -Local Youth Diversion Fd
NON-DEPARTMENTAL

DEPARTMENTAL EXPENDITURES	2021-2022 BUDGET	2022-2023 BUDGET	2023-2024 BUDGET	2024-2025 BUDGET	2025-2026 BUDGET
<u>CAPITAL OUTLAY</u>					
22-599-56200 Capital Outlay - Leases	0	0	0	0	0
TOTAL CAPITAL OUTLAY	0	0	0	0	0
<u>OTHER FINANCING USES</u>					
22-599-59998 Budgeted Addition to Fund B	15,570	15,570	0	20,011	8,700
TOTAL OTHER FINANCING USES	15,570	15,570	0	20,011	8,700
TOTAL NON-DEPARTMENTAL	15,570	15,570	0	20,011	8,700
TOTAL EXPENDITURES	15,570	15,570	0	20,011	17,800
REVENUE OVER/ (UNDER) EXPENDITURES	0	0	0	0	0

Fund 23

23 -MUNICIPAL JURY FUND

REVENUES	2021-2022 BUDGET	2022-2023 BUDGET	2023-2024 BUDGET	2024-2025 BUDGET	2025-2026 BUDGET
<u>FINES & FORFEITURES</u>					
23-42030 Local Court Fees	310	350	0	332	200
TOTAL FINES & FORFEITURES	310	350	0	332	200
<u>CONTRIBUTIONS & DONATIONS</u>					
23-44915 Naming and Donation Policy Fee	0	0	0	0	0
TOTAL CONTRIBUTIONS & DONATIONS	0	0	0	0	0
<u>INVESTMENT INCOME</u>					
23-45000 Interest Earnings	0	0	0	44	25
TOTAL INVESTMENT INCOME	0	0	0	44	25
<u>OTHER FINANCING SOURCES</u>					
23-49600 Gain on Sale of Right to Use	0	0	0	0	0
23-49990 Transfers In	0	0	0	0	0
23-49998 Budgeted Reduction of Fund Bal	0	800	900	0	675
TOTAL OTHER FINANCING SOURCES	0	800	900	0	675

49998 Budgeted Reduction of FundCURRENT YEAR NOTES:
 Fund Balance as of 4/30/25: \$1,304.
 A budgeted reduction of \$675 is needed to fund the expenses

TOTAL REVENUES	310	1,150	900	376	900
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CITY OF SEALY
 ADOPTED BUDGET PRESENTATION
 AS OF: OCTOBER 31ST, 2025

23 -MUNICIPAL JURY FUND
 MUNICIPAL COURT

DEPARTMENTAL EXPENDITURES	2021-2022 BUDGET	2022-2023 BUDGET	2023-2024 BUDGET	2024-2025 BUDGET	2025-2026 BUDGET
OPERATIONS					
23-525-53330 Postage & Shipping	0	840	900	244	800
TOTAL OPERATIONS	0	840	900	244	800
525-53330 Postage & Shipping					
CURRENT YEAR NOTES: Jury Summons \$800					
TOTAL MUNICIPAL COURT	0	840	900	244	800

23 -MUNICIPAL JURY FUND
 NON-DEPARTMENTAL

DEPARTMENTAL EXPENDITURES	2021-2022 BUDGET	2022-2023 BUDGET	2023-2024 BUDGET	2024-2025 BUDGET	2025-2026 BUDGET
CAPITAL OUTLAY					
23-599-56200 Capital Outlay - Leases	0	0	0	0	0
TOTAL CAPITAL OUTLAY	0	0	0	0	0
OTHER FINANCING USES					
23-599-59998 Budgeted Addition to Fund B	310	310	0	132	0
TOTAL OTHER FINANCING USES	310	310	0	132	0
TOTAL NON-DEPARTMENTAL	310	310	0	132	0
TOTAL EXPENDITURES					
	310	1,150	900	376	800
REVENUE OVER/(UNDER) EXPENDITURES	0	0	0	0	100

2. Police Department Grant Budget Amendment

Statement of Grant Award

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	5336001	Award Amount:	\$48,180.35
Date Awarded:	9/3/2025	Grantee Cash Match:	\$0.00
Grant Period:	10/01/2025 - 09/30/2026	Grantee In Kind Match:	\$0.00
Liquidation Date:	12/29/2026	Grantee GPI:	\$0.00
Program Fund:	BG-Rifle-Resistant Body Armor Grant Program (BAGP)	Total Project Cost:	\$48,180.35
Grantee Name:	Sealy, City of		
Project Title:	Rifle-Resistant Body Armor		
Grant Manager:	Luis Vasquez		
Unique Entity Identifier (UEI):	MTVLL1N4MGA7		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2026-BG-ST-0025
Total Federal Award/State Funds Appropriated:	\$10,000,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	To equip law enforcement officers at risk of shootings with rifle-resistant body armor.

Receipt of Grant Funds



Payment Information

01/27/2026 12:19:27 PM

You are logged in as:

Texas Identification Number:
17460031408
Jennifer Matura
jmatura@ci.sealy.tx.us
(979) 472-8909
IP: 204.64.105.155

System Tools

- Sign up for Advanced Payment Notifications Emails
- Paying Agency Contact List
- Back to eSystems Menu

Public Payment Resources

- State Vendor Payment Resources
- Where the Money Goes
- Open Records Division

Tips:

* Both the **Invoice Number** and **Invoice Description** fields display information provided by the paying agency. Contact the paying agency for additional information if needed.
[Paying Agency Contact List](#)

Texas Identification Number	Mail Code	Payment Number	Payment Type	Paying Agency	Total
17460031408	004	5737142	DD	300	48180.35

Document Number	Invoice Number	Invoice Description	Invoice Amount	Interest Amount
9G059401	5336001_20260121	RIFLE-RESISTANT BODY ARMOR	48,180.35	0.00

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Budget Amendment

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE
Budget Adj. # 000610							
10 43610	2/03/2026	Budget Adjustment State Grant Proceeds	48,180.00	0.00	0.00	48,180.00	48,180.00-
10 530-52100	2/03/2026	Budget Adjustment Wearing Apparel	48,180.00	26,100.00	0.00	74,280.00	9,290.65
		TOTAL NO. ADJUSTMENTS--REVENUE:			1	48,180.00	
		TOTAL NO. ADJUSTMENTS--EXPENSE:			1	48,180.00	
		TOTAL IN PACKET--				96,360.00	

*** NO WARNINGS ***

*** NO ERRORS ***

*** END OF REPORT ***

ITEM #6



STAFF REPORT

Meeting Date: February 3, 2026

Agenda Items No. – Discussion and Possible Action regarding Approving a Resolution regarding Acceptance of Improvements and Maintenance Bond for Westward Pointe Section 3.

Prepared by: Mike Barrow, Assistant City Manager

SUMMARY:

For Westward Pointe Section 3, we have:

- Letter from the public works director that the Section 3 Improvements were inspected and that he approves of the improvements with the only change being the sewer tracer wire being installed differently than original approved plans specified. This was also approved by the city engineer.
- Westward Pointe Section 3 Improvements Record Drawings; and
- 2-year Maintenance Bond from the developer in the amount of 50% of the cost of installation of improvements (\$834,148).

In the last meeting, city council tabled the acceptance of Section 3 Westward Pointe Improvements due to the detention pump station failure that caused the pump(s) to stay running when they should have shut off. A transducer that monitors the low water level failed to turn off the pumps. In a letter that I sent to D.R. Horton my mail and email 01.27.26, I specifically laid out the need for improved systems and/or monitoring of the detention pond and pump facilities and for them to provide a response to my letter (Notice of Violation of Section 27-32(c) of the City's Code of Ordinances which requires that detention homeowners associations and individual property owners are responsible for the maintenance of detention facilities and such detention facilities are to be well maintained and operated according to design. See letter attached. I hope to get a response letter from them before this February 3, 2026 City Council Meeting and present the letter to the City Council.

FINANCIAL IMPACT:

NA

RECOMMENDATION:

I will recommend acceptance of the Westward Pointe Section 3 improvements and 2-year Maintenance Bond if D.R. Horton offers appropriate sufficient response.

MAINTENANCE BOND

Bond No. 016248807

STATE OF TEXAS)

COUNTY OF AUSTIN)

KNOW ALL BY THESE PRESENTS: This D.R. Horton-Texas, Ltd.
 whose address is 6744 Horton Vista Drive, Suite 100, Richmond, TX 77407, being
 the General Contractor who constructed the public improvements including, but not necessarily
 limited to, streets, utilities, drainage, services, and facilities to serve the Property identified
 herein-below, hereinafter referred to as "Principal," and,
Liberty Mutual Insurance Company, a corporate surety/sureties organized under the laws of
 the State of MA and fully licensed to transact business in the State of Texas, as Surety,
 hereinafter referred to as "Surety" (whether one or more), are held and firmly bound unto the CITY OF
 SEALY, a Texas municipal corporation hereinafter referred to as "Owner" or "City", in the penal
 SUM of Eight Hundred Thirty Four Thousand One Hundred Eighty Four and 00/100 DOLLARS (\$ 834,148.00) fifty percent
 (50%) of the installation cost of all public improvements, or in such amount as approved by the city
 engineer, in lawful money of the United States to be paid to Owner, its successors and assigns, for the
 payment of which sum well and truly to be made, we bind ourselves, our successors, heirs, executors,
 administrators and successors and assigns, jointly and severally; and firmly by these presents, the
 condition of this obligation is such that:

WHEREAS, D.R. Horton-Texas, Ltd. whose address
6744 Horton Vista Drive, Suite 100, Richmond, TX 77407, hereinafter referred to as "Subdivider," filed
 a plat with the City of Sealy, Texas for recording with Austin County, Texas pursuant to Chapter 87,
 "Subdivision of Land and Plats" of the Code of Ordinances, City of Sealy, Texas, for the
 development of certain property identified as the

Westward Pointe Section 3 Subdivision (the "Property")

situated within the corporate limits or extra-territorial jurisdiction of the City of Sealy, Texas, as
 more particularly described and designated in the plat of said Property, such plat being incorporated
 herein and made a part hereof as fully and to the same extent as if written herein word for word.

WHEREAS, the Subdivision of Land and Plats require the Subdivider, as developer of the
 Property, to construct at Subdivider's sole cost the public improvements necessary for the adequate
 provision of streets, utilities, drainage, services, and facilities to the Property and to surrounding areas
 of the City of Sealy (the "Improvements") in accordance with and as required by the Subdivision of
 Land and Plats, as such regulations may be amended from time to time.

WHEREAS, the Subdivision of Land and Plats also require the Subdivider, as developer of the
 Property, to use first class materials and workmanship and of such kind and quality that for a period of
 two (2) full years from the completion and final acceptance of the Improvements by Owner the
 said Improvements shall require no repairs, the necessity for which shall be occasioned by
 defects in workmanship or materials and during the period of two (2) full years following the date of
 final acceptance of the Improvements by Owner.

WHEREAS, the Subdivision of Land and Plats also require the Subdivider, as developer of the
 Property, to provide a good and sufficient maintenance bond in the amount of 50 percent of the contract

price of all Improvements, or in such amount as approved by the City Engineer, with a reputable and solvent corporate surety in favor of the City to indemnify the City against any repairs which may become necessary to any part of the construction of Improvements in connection with the Property, arising from defective workmanship or materials used therein, for a period of two full years from the date of final acceptance of the Improvements.

WHEREAS, the Subdivision Regulations also provide for the withholding of final acceptance of the Improvements until said Maintenance Bond is furnished to the City.

WHEREAS, Subdivides entered into that certain contract dated _____, 20__ with Principal ("Contract") whereby Principal agreed to furnish all permits, licenses, bonds, insurance, products, materials, equipment, labor, supervision, and other accessories necessary for the construction of the Improvements for the Property in accordance with and as required by the Subdivision of Land and Plats, as such regulations may be amended from time to time,

WHEREAS, Principal agreed through the Contract to use first class materials and workmanship and of such kind and quality that for a period of two (2) years from the completion and final acceptance of the Improvements by City the said Improvements shall require no repairs, the necessity for which shall be occasioned by defects in workmanship or materials.

WHEREAS, Principal further agreed through the Contract to assume Subdivider's obligation, responsibility and liability to City to provide this Maintenance Bond to City and for a period of two (2) years following the date of final acceptance of the Improvements by City to repair or reconstruct said Improvements in whole or in part at any time within said period of time from the date of such notice as the City Engineer or Director of Public Works shall determine to be necessary for the preservation of the public health, safety or welfare.

WHEREAS, Principal hereby affirms and declares that Principal has been provided good and valuable consideration by Subdivider to both construct the Improvements and to assume Subdivider's obligations, responsibilities and liabilities to City regarding the provision of this Maintenance Bond and maintaining the Improvements for the Property for a period of two (2) years from the completion and final acceptance of the Improvements by City such that the said Improvements shall require no repairs, the necessity for which shall be occasioned by defects in workmanship or materials.

WHEREAS, Principal further recognizes that City's final acceptance of the Improvements, which final acceptance is a condition precedent to final payment of the Contract amount by Subdivider to Principal, serves as further consideration supporting Principal's assumption of the obligation to repair or reconstruct said Improvements for a period of two (2) years from the date of City's final acceptance in whole or in part at any time from the date of notice as the City Engineer or Director of Public Works shall determine to be necessary for the preservation of the public health, safety or welfare; and that if Principal does not repair or reconstruct the Improvements within the time period designated, City shall be entitled to have said repairs made and charge Principal and/or Surety the cost of same under the terms of this Maintenance Bond.

NOW, THEREFORE, if Principal will maintain and keep in good repair the Improvements required by the Subdivision Regulations to be done and performed for a period of two (2) full years from the date of final acceptance and do and perform all necessary work and repair any defective condition (it being understood that the purpose of this section is to cover all defective conditions arising by reason of

defective materials, work or labor performed by Principal) then this obligation shall be void; otherwise, it shall remain in full force and effect and Owner shall have and recover from Principal and its Surety damages in the premises as provided in the Subdivision of Land and Plats.

PROVIDED, that Principal hereby agrees with respect to this Maintenance Bond only to waive such claims, counterclaims, crossclaims and defenses that Principal may have against Subdivider which might negate City's ability to enforce and collect upon this Maintenance Bond should Principal fail or refuse to timely maintain and perform hereunder.

PROVIDED, further, however, that Principal hereby holds harmless and indemnifies Owner from and against any claim or liability for personal injury or property damage caused by and occurring during the performance of said maintenance and repair operation.

PROVIDED, further, that if any legal action be filed on this Bond, exclusive venue shall lie in Austin County, Texas.

PROVIDED, further, that nothing contained in this Maintenance Bond and/or the City's acceptance of this Maintenance Bond from Principal shall waive or be deemed or interpreted to waive any claims or causes of action that City may now have or which may hereafter accrue against Subdivides arising out of or related to the construction, maintenance, repair or replacement of the Improvements as provided by the City's Subdivision of Land and Plats.

AND PROVIDED FURTHER, Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Subdivision of Land and Plats or to the work performed thereunder, or the Plans, Specifications, Drawings, etc. accompanying the development of the Property or any breach by Subdivider of the Contract or any duty of any kind or nature owed to Surety shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Subdivision of Land and Plats or to the work to be performed thereunder regarding the Improvements.

The undersigned and designated agent is hereby designated by Surety as the resident agent in either Austin Counties to whom all requisite notice may be delivered and on whom service of process may be had in matters arising out of this suretyship.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, on this the 7th day of October 2025

ATTEST:

By: *aml*
Signature
Austin Braud
Typed/Printed Name
Director of Land Development
Title
6744 Horton Vista Dr., Ste. 100
Address
Richmond, TX 77407
City State Zip
(281) 566-2100
Phone Fax

PRINCIPAL:

D.R. Horton-Texas, Ltd.
Company Name
By: *[Signature]*
Signature
Carey Estes
Typed/Printed Name
Division Controller
Title
6744 Horton Vista Drive, Suite 100
Address
Richmond, TX 77407
City State Zip
(281) 566-2100
Phone Fax

ATTEST:

By: *[Signature]*
Signature
Bryan Caneschi
Printed Name
Witness
Title
1120 South Tryon Street, Suite 650
Address
Charlotte, NC 28203
City State Zip
(704) 620-6480
Phone Fax

SURETY: Liberty Mutual Insurance Company

By: *[Signature]*
Signature
Noah William Pierce
Printed Name
Attorney-In-Fact
Title
175 Berkeley Street
Address
Boston, MA 02116
City State Zip
(617) 357-9500
Phone



The Resident Agent of the Surety in Austin County County, Texas, for delivery of notice and service of the process is:

NAME: Willis Towers Watson Southeast, Inc.
STREET ADDRESS: 500 N. Akard St., Suite 4300
CITY, STATE, ZIP: Dallas, TX 75201

NOTE: If Resident Agent is not a corporation, give a person's name.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8208310-018009

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amy R. Waugh, Bryan M. Coneschi, Catherine Thompson, Jynell M. Whitehead, Noah William Pierce

all of the city of Charlotte state of NC each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of July, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]

David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 14th day of July, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126014
Member, Pennsylvania Association of Notaries

By: [Signature]

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of October, 2025.



By: [Signature]

Renee C. Llewellyn, Assistant Secretary



Figure: 28 TAC § 1.601(a)(2)(B)

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Liberty Mutual Surety

To get information or file a complaint with your insurance company or HMO:

Call: 1-877-751-2640 at

Online: Claims-Intake.LibertyMutualSurety.com

Email: HOSCL@LibertyMutual.com

Mail: 175 Berkeley Street Boston MA 02116

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

Westward Pointe Section 3	
50% of Total Paving Improvements	\$ 410,947
50% of Total Water Improvements	\$ 107,751
50% of Total Sanitary Sewer Improvements	\$ 94,709
50% of Total Storm Sewer Improvements	\$ 220,741
Section 3 Total:	\$ 834,148

**Westward Pointe Section 3
Maintenance Bond Calculatlons
City of Sealy**

City of Sealy Maintenance Bond Requirements:

50% of proposed paving improvements

Street Name	LF	6" Concrete Pavement	\$ 46.00 /SY	Concrete Curb (\$4/LF)	\$ 4.00 /LF	50% of total
		SY		LF		
Westward Pointe Drive	1414	4,399		2828		\$106,836
Foxgrove Lane	288	896		576		\$21,760
Alamonte Drive	379	1,179		758		\$28,636
Stratton Heights Lane	922	2,868		1844		\$69,662
Perdido Bay Lane	1094	3,404		2188		\$82,658
Hawthorne Drive	151	470		302		\$11,409
Roseman Court	368	1,145		736		\$27,804
Stillwater Trail	823	2,560		1646		\$62,182
SUBTOTAL:						\$410,947

**Westward Pointe Section 3
Maintenance Bond Calculations
City of Sealy**

City of Sealy Maintenance Bond Requirements:

50% of proposed water improvements

Street Name	LF	8" PVC Waterline	\$ 36.00	/LF	50% of total
		LF			
Foxgrove Lane	288	270			\$4,859
Alamonte Drive	379	355			\$6,395
Stratton Heights Lane	922	864			\$15,557
Perdido Bay Lane	1094	1025			\$18,459
Hawthorne Drive	151	142			\$2,548
Stillwater Trail	823	771			\$13,886
Street Name	LF	8" Gate Valves	\$ 1,875	/EA	50% of total
		EA			
Foxgrove Lane	288	1			\$938
Alamonte Drive	379	1			\$938
Stratton Heights Lane	922	1			\$938
Perdido Bay Lane	1094	1			\$938
Hawthorne Drive	151	1			\$938
Stillwater Trail	823	1			\$938
Street Name	LF	6" PVC Waterline	\$ 30.00	/LF	50% of total
		LF			
Roseman Court	368	618			\$9,270
Street Name	LF	6" Gate Valves	\$ 1,253	/EA	50% of total
		EA			
Roseman Court	368	1			\$627
Street Name	LF	Flushing Valves (All Depths)	\$ 6,105	/EA	50% of total
		EA			
Foxgrove Lane	288	1			\$3,053
Alamonte Drive	379	1			\$3,053
Stratton Heights Lane	922	2			\$6,105
Perdido Bay Lane	1094	2			\$6,105
Hawthorne Drive	151	1			\$3,053
Roseman Court	368	1			\$3,053
Stillwater Trail	823	2			\$6,105
SUBTOTAL:					\$107,751

**Westward Pointe Section 3
Maintenance Bond Calculations
City of Sealy**

City of Sealy Maintenance Bond Requirements:

50% of proposed sanitary sewer improvements

Street Name	LF	8" PVC Sanitary Sewer Pipe (All depths)	\$ 45.00 /LF	50% of total
		LF		
Foxgrove Lane	288	203		\$4,558
Alamonte Drive	379	267		\$5,998
Stratton Heights Lane	922	648		\$14,591
Perdido Bay Lane	1094	769		\$17,313
Hawthorne Drive	151	106		\$2,390
Roseman Court	368	259		\$5,824
Stillwater Trail	823	579		\$13,024
Street Name	LF	4' Sanitary Sewer Manholes (All Depths)	\$ 4,771 /EA	50% of total
		EA		
Foxgrove Lane	288	1		\$2,386
Alamonte Drive	379	1		\$2,386
Stratton Heights Lane	922	3		\$7,157
Perdido Bay Lane	1094	3		\$7,157
Hawthorne Drive	151	1		\$2,386
Roseman Court	368	1		\$2,386
Stillwater Trail	823	3		\$7,157
SUBTOTAL:				\$94,709

**Westward Pointe Section 3
Maintenance Bond Calculations
City of Sealy**

City of Sealy Maintenance Bond Requirements:

50% of proposed storm sewer Improvements

Street Name	LF	Storm Sewer Pipe (All depths)	\$ 76.13 /LF	50% of total
		LF		
Westward Pointe Drive	1414	1206		\$45,897
Foxgrove Lane	288	246		\$9,348
Alamonte Drive	379	323		\$12,302
Stratton Heights Lane	922	786		\$29,927
Perdido Bay Lane	1094	933		\$35,510
Hawthorne Drive	151	129		\$4,901
Roseman Court	368	314		\$11,945
Sillwater Trail	823	702		\$26,714
Street Name	LF	Storm Manholes (All Depths)	\$ 3,683 /EA	50% of total
		EA		
Westward Pointe Drive	1414	5		\$9,208
Foxgrove Lane	288	2		\$3,683
Alamonte Drive	379	2		\$3,683
Stratton Heights Lane	922	2		\$3,683
Perdido Bay Lane	1094	5		\$9,208
Hawthorne Drive	151	2		\$3,683
Roseman Court	368	2		\$3,683
Sillwater Trail	823	4		\$7,366
SUBTOTAL:				\$220,741



City of Sealy

Public Works Department

405 Main Street · P.O. Box 517
Sealy, TX 77474
(979) 885-1669 · Fax (979) 885-6253
www.ci.sealy.tx.us

01/06/26

Mayor, City Council and City Manager:

The public works department and city engineer completed the final inspection walkthrough at Westward Pointe Section 3. The sewer tracer wire was installed at 10 feet and tested for completion by City Staff.

The public works department has received the AS-BUILT drawings and digital pdf drawings for the subdivision and received the certification letters from the project engineer and/or contractor that are required.

I am approving the improvements and recommending to the City Council acceptance of the improvements, consisting of water, sewer, gas, streets, street and drainage that were required to be constructed. This acceptance can be approved, disapproved, or approved with conditions. If a maintenance bond required by city ordinances is not on file with the city secretary before the city council meeting, such acceptance can be made by the city council contingent upon the city receiving the maintenance bond as required by Section 87-66, but the one-year maintenance requirement of the developer will not start until the maintenance bond is filed with the city secretary.

Sincerely,

Patrick Parsons
Public Works Director
City of Sealy Texas

12/30/2025

Mr. Michael Barrow

Assistant City Manager/Planning Director

City of Sealy, Texas

Re: Project: Westward Pointe Sec 3

Owner: D.R. Horton – Texas, Ltd. For Proposed Austin County MUD No. 1

Dear Mr. Barrow,

We observed the subject project during construction and find it to be complete in accordance with the approved plans and specifications. The project was periodically observed during construction by our representative(s). City of Sealy personnel performed an inspection of the project on Tuesday, November 18, 2025. All punch list items were noted and corrected by Monday, December 1, 2025. At the time of final inspection, the sanitary sewer tracer wire was missing; the deficiency was corrected, and the tracer wire was installed and tested before 12/30/2025.

If you would like to discuss any questions or concerns you may have. Please feel free to contact me at 346-268-4259 or jcullins@blackline-eng.com

Thank you for your time and consideration.

Sincerely,
Joel Cullins

Senior Construction Manager
Blackline Engineering, LLC



Lonnie Lischka Company, LP.
501 N. Holland St.
Bellville, Texas 77418

(979)865-5941



Contractor's Notice of Completion

Project: Westward Pointe Sec 3 WS&D

Owner: DR Horton – Texas, Ltd. for Austin County Municipal Utility District No. 1

Engineer: Blackline Engineering, LLC

Notice Of Compliant Completion

The work performed under this Contract has been reviewed and found, to the Contractor's best knowledge, information, and belief, to be substantially complete in compliance with the Contract Documents.

All materials installed in the project are in place in accordance with the approved plans and specifications in accordance with all applicable City Ordinances. Tracer wires have been installed and verified by the City of Sealy,.

Lonnie Lischka Company, LP.
Contractor



Signature; Justin Lischka

12/30/2025
Date

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEALY, TEXAS, ACCEPTING DEDICATED IMPROVEMENTS OF THE WESTWARD POINTE SUBDIVISION SECTIONS 3 ALONG WITH A MAINTENANCE BOND FOR SUCH DEDICATED IMPROVEMENTS; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, D.R. Horton – Texas LTD was to provide water distribution, wastewater collection (i.e. sewer), drainage facilities, and road facilities (“PUBLIC INFRASTRUCTURE”), to serve the Westward Pointe Subdivision Section 3 located north of Farm-to-Market 3013 and approximately 0.82 miles northeast of FM 3538 (“SUBDIVISION”); and

WHEREAS, the SUBDIVISION has completed construction of the PUBLIC INFRASTRUCTURE in accordance with the approved Construction Plans and the SUBDIVISION’S project engineer has certified the correctness of the record drawing and compliance of construction in accordance with City standards; and

WHEREAS, the Public Works Director and City Engineer have completed final inspection and agree that the SUBDIVISION has completed construction of the PUBLIC INFRASTRUCTURE that include the water distribution, wastewater collection, drainage facilities, and road improvements within the platted boundaries of the Westward Pointe Subdivision Section 3, and also located in rights-of-way or utility easements dedicated to and accepted by the City of Sealy, hereinafter referred to as the (“CITY FACILITIES”) in accordance with the approved Construction Plans; and

WHEREAS, the SUBDIVISION will convey to the City of Sealy, for the City’s approval and acceptance, the CITY FACILITIES; and

WHEREAS, the SUBDIVISION is responsible for maintenance of all such CITY FACILITIES for a period of two-years following acceptance by the City Council of the SUBDIVISION’S maintenance bonds, executed by a surety company licensed to do business in the State of Texas and acceptable to the City Council, in an amount equal to fifty (50) percent of the cost of installation of such CITY FACILITIES; and

WHEREAS, the SUBDIVISION shall maintain the stormwater and drainage facilities that are not located on rights-of-way or utility easements dedicated to and accepted by the City of Sealy in perpetuity;

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 of this Resolution are true and correct and incorporate herein for all purposes.

Section 2. The City Council of the City of Sealy, Texas hereby accepts the dedication of the CITY FACILITIES and the two-year maintenance bond for such as shown on Exhibit “A” which is attached hereto and incorporated herein for all purposes.

Section 3. The SUBDIVISION’S maintenance period for the CITY FACILITIES shall begin immediately upon passage of this Resolution.

Section 4. *Repeal.* All Resolutions or parts of Resolutions in conflict herewith shall be and are hereby repealed only to the extent of such conflict.

Section 5. *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 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 Resolution shall become effective immediately upon passage.

PASSED and APPROVED this, the ____ day of February ____, 2026.

Carolyn Bilski, Mayor

ATTEST:

Sandra Vrabec, City Secretary

ITEM #7

ITEM #8
REPORTS,
ANNOUNCEMENTS, OR
REQUESTS FROM
COUNCILMEMBERS

J. ADJOURN