NOTICE OF REGULAR MEETING
SEALY CITY COUNCIL
CITY COUNCIL CHAMBERS
415 MAIN STREET
SEALY, TX 77474
WEDNESDAY, FEBRUARY 18, 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) Amend January 21, 2026, Regular Minutes for formatting

b) Approve February 3, 2026, Regular Minutes

c) Approve Financial Report for Month Ending December 2025

d) Approve Quarter 1 Investment Report for Fiscal Year 2025-2026

e) Approve a Resolution to Appoint a New Alternate Judge and Approve a Professional Service Agreement for same

f) Approval of a Sealy Economic Development Corporation Performance agreement for a Sign Project located at approximately 419 Meyer Street, with Funding from a Historic District and Business Improvement Grant in an amount not to exceed $3,000

g) Approve a Resolution Amending the Sealy Economic Development Corporation Bylaws

h) Approval of a Contract for Voice Over Internet Protocol (VOIP) Services with RingCentral, Inc.

G. Business

1. Presentation, Discussion, and Possible Action regarding Approving 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. Presentation, Discussion, and Possible Action regarding Accepting the Convention and Visitors Bureau Tourism Manager's Project and Financial Operations Status for Fiscal Year 2024-2025 Quarter 4 (July, August, and September).

3. Discussion and Possible Action regarding Approving an Interlocal Agreement between the City of Sealy and Emergency Service District #2.

4. Discussion and Possible Action regarding Awarding or Rejecting Bid(s) for the 7th Street Waterline and Road Project.

5. Discussion and Possible Action regarding Repaving of the Alley between Main Street and 4th Street running behind the Sealy Professional Building to the west of the alley and behind the Austin County State Bank to the east of the alley in an amount not to exceed $50,000.

6. Discussion and Possible Action regarding Approval of Utility Application Programming Interface Agreement and Amendment One with API Integration and the City of Sealy Police Department.

7. Presentation and Discussion by the Public Workers Director:

    - Parks and Facilities Community Survey
    - Splash Pad Opening Date
    - Police Department Humidity and Facility Repairs Status
    - Westview Terrace Storm Sewer Project

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

9. Reports, Announcements, or Requests from Councilmembers.

H. Adjourn

CERTIFICATION

I, Sandra Vrablec, City Secretary of the City of Sealy, do hereby certify that the above notice of the City of Sealy, Texas, City Council, was posted in a place convenient to the general public (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 Vrablec

Sandra Vrablec, City Secretary

F. CONSENT AGENDA

a)

PREVIOUSLY APPROVED

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 Burttschell	Councilmember, Place 6

Absent:

Theadra Curry	Councilmember, Place 4

A quorum was declared present.

Staff Attending:

Kimbra Hill, City Manager
Sandra Vrablec, City Secretary
Tim Kirwin, City Attorney
Jennifer Matura, Finance Director
Russell Grimes, 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 Vrablec, City Secretary

CORRECTED

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 Burttschell	Councilmember, Place 6

Absent:

Theadra Curry	Councilmember, Place 4

A quorum was declared present.

Staff Attending:

Kimbra Hill, City Manager
Sandra Vrablec, City Secretary
Tim Kirwin, City Attorney
Jennifer Matura, Finance Director
Russell Grimes, 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.

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 6, 2026 Regular Minutes

b) Approve Financial Report for Month Ending November 2025

c) Approve Amending Chapter 28 Providing Rules and Regulations for Land Disturbance Permits
(Second of two readings)

d) 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)

Ordinance No. 2026-02

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)

Ordinance No. 202603

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.

Resolution No. 2026-04

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**
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 Vrablec, City Secretary

b)

MINUTES
SEALY CITY COUNCIL
CITY COUNCIL CHAMBERS
415 MAIN STREET
SEALY, TX 77474
TUESDAY, FEBRUARY 3, 2026
6:00 P.M.

The City Council of the City of Sealy, Texas, conducted the meeting scheduled for February 3, 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 6:00 p.m.

B. Invocation and Pledges of Allegiance

Councilwoman Curry gave the Invocation and Mayor Bilski led 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, sat on the Dias at 6:05 p.m.
Theadra Curry	Councilmember, Place 4
Edward Zapalac	Councilmember, Place 5
Adam Burttschell	Councilmember, Place 6

Absent:

None

A quorum was declared present.

Staff Attending:

Sandra Vrablec, 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
Katherine Ellis, EDC Secretary

D. Petitions(s) and Public Comments

Greg Cook to speak on Presentation.

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

A motion was made by Councilwoman Lerma to reorder moving Business Item #5 before Business Item #1.
Councilwoman Curry seconded the motion. Mayor Bilski called for the vote.
AYES: Bilski, Lerma, Noack, Miller, Curry, Zapalac, Burttschell
NOES: None

The motion carried.

F. Consent Agenda

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

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)**

A motion was made by Councilwoman Lerma to Approve the Consent Agenda except for moving b) out of Consent Agenda.
Councilman Zapalac seconded the motion. Mayor Bilski called for the vote.

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

The motion carried.

A motion was made by Councilman Zapalac to table Consent Agenda Item "b".
Councilwoman Lerma seconded the motion. Mayor Bilski called for the vote.

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

The motion carried.

G. Public Hearing: The City Council 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.

Mayor Bilski opened the Public Hearing at 6:12 p.m.

No one spoke.

Mayor Bilski closed the Public Hearing at 6:13 p.m.

H. Presentation(s)

- **Property Tax Litigations and Potential Refunds by Greg Cook, Chief Appraiser**

Greg Cook, Chief Appraiser and Tina Swonk presented.

- **Loop 350 and Gebhardt Road Improvement by TxDot**

Did not Attend – Rescheduled for next City Council meeting

I. Business

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

A motion was made by Councilman Zapalac to Amend the 2025-2026 Fiscal Year Budget. Councilman Burttschell seconded the motion. Mayor Bilski called for the vote.

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

The motion carried.

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.**

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

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

   The motion carried.

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.**

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

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

   The motion carried.

3. **Discussion and Possible Action regarding Approval of Amending Ordinance Chapter 28 Providing Rules and Regulations for Land Disturbance Permits. (Second of two readings)**

   A motion was made by Councilman Zapalac to Amend Ordinance Chapter 28 Providing Rules and Regulations for Land Disturbance Permits. This is the second of two readings.
   Councilman Miller seconded the motion. Mayor Bilski called for the vote.

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

   The motion carried.

4. **Update and Discussion on Replacement of Playground Equipment for the Abe and Irene Levine Park.**

   Burttschell: Turf (concerned about upkeep and maintenance), Question of Ownership of the Park, Park Plan
   Zapalac: Turf (maintenance), Community Input, Age Groups, Park Land, Rules Posted, Survey
   Curry: Turf (maintenance), ADA, Parks Board
   Bilski:
   Miller: Nothing that has not already been discussed
   Noack: Look at Katy Play Station
   Lerma: Look at Katy Play Station, Parks Board, Community Input, Turf, Life Span of Equipment, Overall Park Plan

6. **Discussion and Possible Action regarding Approving a Resolution regarding Acceptance of Improvements and Maintenance Bond for Westward Pointe Section 3.**

A motion was made by Councilman Zapalac to Approve a Resolution regarding Acceptance of Improvements and Maintenance Bond for Westward Pointe Section 3. Councilman Miller seconded the motion. Mayor Bilski called for the vote.

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

The motion carried.

7. **Discussion and Possible Action regarding an Interlocal Agreement between the City of Sealy and Emergency Service District #2.**

No Action

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

Burttschell	**Thank Public Works and Police Department for working the long hours this pasted weekends**
Zapalac	**Look at purchasing Park Property**
Curry	**Thank you to the Police Department/Cody about the dog in the neighborhood**
Miller	**Communication Policy – Expressed concerns about Communication**
Noack	**Discuss Parks Board, 23 acres at B&PW Park – Soccer Fields**
Lerma	**None, Thank Staff, for working hard and for a wonderful packet**
Bilski	**TML Region Meeting, Police Department is driving around and reporting street lights that are out**

J. Adjourn

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

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

The motion carried. The City Council meeting adjourned at 7:30 p.m.

PASSED AND APPROVED this 18th day of February 2026.

_____
Carolyn Bilski, Mayor

ATTEST:

_____
Sandra Vrablec, City Secretary

c)

Will be sent separately

d)

AGENDA ITEM NO:

Quarter 1 Investment Report for Fiscal Year 2025-2026

SUBMITTED BY: Jennifer Matura, Finance/HR Director

MEETING DATE: February 18th, 2026

STAFF REPORT

SUMMARY

The Texas Public Funds Investment Act (PFIA), requires the City Council to review and approve a quarterly investment report. This report details the City's investment activity and position for the first quarter of Fiscal Year 2025-2026, covering the period from October 1, 2025 through December 31, 2025.

ANALYSIS

For the first quarter of Fiscal Year 2025-2026, the City's total pooled cash and investment balance increased from $57,760,625.76 on September 30, 2025, to $59,477,910.49 as of December 31, 2025. The City earned $448,574.71 in interest during the quarter. Because this is the first quarter of the fiscal year, this amount also represents the fiscal year-to-date investment earnings.

Overall, the City's cash and investments remained stable during the quarter, with sufficient liquidity to meet operating needs while continuing to earn interest on idle funds. The City's investments earned interest at levels consistent with current market conditions. Average yields for local government investment pools tracked closely with U.S. Treasury Bill and Federal Funds rates during the quarter. The weighted average yield to maturity of the overall portfolio for the quarter was 3.0177%, reflecting a conservative investment approach focused on safety of principal and liquidity, as required by the PFIA.

As discussed in the previous quarterly investment report, certain enterprise funds continue to reflect negative pooled cash balances and corresponding negative interest allocations. This condition is a result of timing differences between accrual-based revenue recognition and actual cash collections within the City's pooled cash system. These negative balances do not indicate an overall fund deficit. As revenues are collected and operating cash balances improve, these funds' pooled cash positions are expected to continue trending toward positive balances, at which point they will again earn positive investment income.

Staff confirms that the City's investment portfolio is in compliance with the TPFIA and that Investments were made in accordance with the City's adopted Investment Policy.

FINANCIAL IMPACT

There is no direct financial impact associated with approval of this item. Investment earnings are reflected in the respective fund balances.

RECOMMENDATION

Staff recommends approval of the Quarter 1 Investment Report for Fiscal Year 2025-2026.

CITY OF SEALY, TEXAS

INVESTMENT REPORT

FOR THE QUARTER ENDED DECEMBER 31, 2025

The investment portfolio of the City of Sealy, Texas, is in compliance with the Public Funds Investment Act (Chapter 2256, Texas Government Code) and the investment policy and strategy as approved by the City Council.

Prepared by: _____

Jennifer Matura, Finance Director
Investment Officer
City of Sealy, Texas

CITY OF SEALY, TEXAS
INVESTMENT PORTFOLIO BY FUND
FOR THE QUARTER ENDED DECEMBER 31, 2025

	BALANCE AS OF 09/30/2025	BALANCE AS OF 12/31/2025	QUARTER-TO-DATE INTEREST EARNED	FISCAL-YEAR-TO-DATE INTEREST EARNED
General Fund	$ 5,300,289.66	$ 5,404,148.02	$ 45,119.86	$ 45,119.86
Hotel/Motel Occupancy Tax Fund	$ 787,354.77	$ 768,626.11	$ 6,987.88	$ 6,987.88
Police Donations Fund	$ 61,239.87	$ 64,666.08	$ 544.68	$ 544.68
State LEOSE Allocations Fund	$ 11,063.80	$ 11,161.54	$ 97.74	$ 97.74
PEG Franchise Fees Fund	$ 35,262.60	$ 36,485.25	$ 319.47	$ 319.47
Municipal Court Technology Fund	$ 32,983.70	$ 21,471.72	$ 188.02	$ 188.02
Time Payment Reimb Fee Fund	$ 43,048.19	$ 44,420.52	$ 384.60	$ 384.60
Municipal Court Bldg Security Fund	$ 240,858.50	$ 237,503.71	$ 2,094.78	$ 2,094.78
Child Safety Fund	$ 13,361.39	$ 13,563.03	$ 118.54	$ 118.54
Park Land Dedication Fund	$ 93,735.61	$ 94,563.64	$ 828.03	$ 828.03
Local Youth Diversion Fund	$ 109,989.79	$ 114,660.77	$ 994.35	$ 994.35
Municipal Jury Fund	$ 1,355.25	$ 1,388.34	$ 11.97	$ 11.97
Chapter 59 Forfeited Property Fund	$ 95,171.94	$ 94,028.80	$ 823.66	$ 823.66
TIRZ #2 Tax Increment Fund	$ 315,126.73	$ 121,967.23	$ 1,067.99	$ 1,067.99
PID #1 Assessment Fund	$ 58,524.69	$ 6,876.17	$ 20.84	$ 20.84
Sealy Development Authority	$ -	$ -	$ -	$ -
Economic Development Sales Tax Fund	$ 3,126,095.45	$ 3,219,334.56	$ 21,032.24	$ 21,032.24
Municipal Drainage Utility Fund	$ 660,373.56	$ 667,077.89	$ 5,954.15	$ 5,954.15
Debt Service Fund	$ 884,089.41	$ 1,148,860.26	$ 4,142.80	$ 4,142.80
Downtown Revitalization Fund	$ 2,557.73	$ 2,580.33	$ 22.60	$ 22.60
American Rescue Plan Act Fund	$ (58,037.95)	$ 4,371.57	$ (156.93)	$ (156.93)
Drainage Remediation Fund	$ 90,047.94	$ -	$ -	$ -
Water & Sewer Fund	$ (1,638,881.04)	$ (719,986.21)	$ (8,419.58)	$ (8,419.58)
2022 COs Construction Fund	$ 15,862,714.01	$ 15,263,830.49	$ 137,009.44	$ 137,009.44
Developer Deposits Fund	$ 22,680.52	$ 43,805.52	$ -	$ -
Water Impact Fees Fund	$ 974,790.89	$ 1,133,492.64	$ 9,666.75	$ 9,666.75
Sewer Impact Fees Fund	$ 1,118,280.01	$ 1,130,609.39	$ 9,885.38	$ 9,885.38
Water Utility Deposits Fund	$ 238,484.15	$ 251,459.15	$ 2,010.26	$ 2,010.26
Gas Fund	$ 2,520,729.63	$ 2,966,055.89	$ 25,066.85	$ 25,066.85
Gas Utility Deposits Fund	$ 463,115.00	$ 470,495.00	$ 4,019.53	$ 4,019.53
Solid Waste Fund	$ (188,213.20)	$ (149,509.75)	$ (702.07)	$ (702.07)
Self-Insurance Fund	$ (20,223.26)	$ (20,223.26)	$ -	$ -
Donation Fund	$ 20,641.87	$ 21,648.61	$ 194.24	$ 194.24
2025 COs Construction Fund	$ 20,319,819.86	$ 20,400,859.05	$ 178,964.53	$ 178,964.53
Opioid Grant Fund	$ 14,112.72	$ 14,237.39	$ 124.67	$ 124.67
Local Youth Diversion Admin Fee Fund	$ 201.47	$ 353.98	$ 2.51	$ 2.51
Consolidated Security & Tech Fund	$ 9,945.35	$ 16,895.76	$ 129.75	$ 129.75
FEMA WP & LS	$ -	$ 10,771.82	$ -	$ -
Special Events Fund	$ -	$ 5,660.81	$ 15.81	$ 15.81
Grand Total	**$ 57,760,625.76**	**$ 59,477,910.49**	**$ 448,574.71**	**$ 448,574.71**

CITY OF SEALY, TEXAS
INVESTMENT PORTFOLIO BY FUND CATEGORY
FOR THE QUARTER ENDED DECEMBER 31, 2025

	BALANCE AS OF 09/30/2025	BALANCE AS OF 12/31/2025	QUARTER-TO-DATE INTEREST EARNED	FISCAL-YEAR-TO-DATE INTEREST EARNED
Governmental Funds				
2022 COs Construction Fund	$ 15,862,714.01	$ 15,263,830.49	$ 137,009.44	$ 137,009.44
American Rescue Plan Act Fund	$ (58,037.95)	$ 4,371.57	$ (156.93)	$ (156.93)
Chapter 59 Forfeited Property Fund	$ 95,171.94	$ 94,028.80	$ 823.66	$ 823.66
Child Safety Fund	$ 13,361.39	$ 13,563.03	$ 118.54	$ 118.54
Debt Service Fund	$ 884,089.41	$ 1,148,860.26	$ 4,142.80	$ 4,142.80
Developer Deposits Fund	$ 22,680.52	$ 43,805.52	$ -	$ -
Downtown Revitalization Fund	$ 2,557.73	$ 2,580.33	$ 22.60	$ 22.60
Drainage Remediation Fund	$ 90,047.94	$ -	$ -	$ -
Economic Development Sales Tax Fund	$ 3,126,095.45	$ 3,219,334.56	$ 21,032.24	$ 21,032.24
General Fund	$ 5,300,289.66	$ 5,404,148.02	$ 45,119.86	$ 45,119.86
Hotel/Motel Occupancy Tax Fund	$ 787,354.77	$ 768,626.11	$ 6,987.88	$ 6,987.88
Local Youth Diversion Fund	$ 109,989.79	$ 114,660.77	$ 994.35	$ 994.35
Municipal Court Bldg Security Fund	$ 240,858.50	$ 237,503.71	$ 2,094.78	$ 2,094.78
Municipal Court Technology Fund	$ 32,983.70	$ 21,471.72	$ 188.02	$ 188.02
Municipal Drainage Utility Fund	$ 660,373.56	$ 667,077.89	$ 5,954.15	$ 5,954.15
Municipal Jury Fund	$ 1,355.25	$ 1,388.34	$ 11.97	$ 11.97
Park Land Dedication Fund	$ 93,735.61	$ 94,563.64	$ 828.03	$ 828.03
PEG Franchise Fees Fund	$ 35,262.60	$ 36,485.25	$ 319.47	$ 319.47
PID #1 Assessment Fund	$ 58,524.69	$ 6,876.17	$ 20.84	$ 20.84
Police Donations Fund	$ 61,239.87	$ 64,666.08	$ 544.68	$ 544.68
Sealy Development Authority	$ -	$ -	$ -	$ -
State LEOSE Allocations Fund	$ 11,063.80	$ 11,161.54	$ 97.74	$ 97.74
Time Payment Reimb Fee Fund	$ 43,048.19	$ 44,420.52	$ 384.60	$ 384.60
TIRZ #2 Tax Increment Fund	$ 315,126.73	$ 121,967.23	$ 1,067.99	$ 1,067.99
Donation Fund	$ 20,641.87	$ 21,648.61	$ 194.24	$ 194.24
2025 COs Construction Fund	$ 20,319,819.86	$ 20,400,859.05	$ 178,964.53	$ 178,964.53
Opioid Grant Fund	$ 14,112.72	$ 14,237.39	$ 124.67	$ 124.67
Local Youth Diversion Admin Fee Fund	$ 201.47	$ 353.98	$ 2.51	$ 2.51
Consolidated Security & Tech Fund	$ 9,945.35	$ 16,895.76	$ 129.75	$ 129.75
FEMA WP & LS	$ -	$ 10,771.82	$ -	$ -
Special Events Fund	$ -	$ 5,660.81	$ 15.81	$ 15.81
Governmental Funds Total	**$ 54,292,543.58**	**$ 54,415,517.64**	**$ 407,047.59**	**$ 407,047.59**
Proprietary Funds				
Gas Fund	$ 2,520,729.63	$ 2,966,055.89	$ 25,066.85	$ 25,066.85
Gas Utility Deposits Fund	$ 463,115.00	$ 470,495.00	$ 4,019.53	$ 4,019.53
Self-Insurance Fund	$ (20,223.26)	$ (20,223.26)	$ -	$ -
Sewer Impact Fees Fund	$ 1,118,280.01	$ 1,130,609.39	$ 9,885.38	$ 9,885.38

CITY OF SEALY, TEXAS
INVESTMENT PORTFOLIO BY FUND CATEGORY
FOR THE QUARTER ENDED DECEMBER 31, 2025

	BALANCE AS OF 09/30/2025	BALANCE AS OF 12/31/2025	QUARTER-TO-DATE INTEREST EARNED	FISCAL-YEAR-TO-DATE INTEREST EARNED
Solid Waste Fund	$ (188,213.20)	$ (149,509.75)	$ (702.07)	$ (702.07)
Water & Sewer Fund	$ (1,638,881.04)	$ (719,986.21)	$ (8,419.58)	$ (8,419.58)
Water Impact Fees Fund	$ 974,790.89	$ 1,133,492.64	$ 9,666.75	$ 9,666.75
Water Utility Deposits Fund	$ 238,484.15	$ 251,459.15	$ 2,010.26	$ 2,010.26
Proprietary Funds Total	**$ 3,468,082.18**	**$ 5,062,392.85**	**$ 41,527.12**	**$ 41,527.12**
Grand Total	**$ 57,760,625.76**	**$ 59,477,910.49**	**$ 448,574.71**	**$ 448,574.71**

CITY OF SEALY, TEXAS
INVESTMENT PORTFOLIO BY FUND TYPE
FOR THE QUARTER ENDED DECEMBER 31, 2025

	BALANCE AS OF 09/30/2025	BALANCE AS OF 12/31/2025	QUARTER-TO-DATE INTEREST EARNED	FISCAL-YEAR-TO-DATE INTEREST EARNED
General Funds				
Developer Deposits Fund	$ 22,680.52	$ 43,805.52	$ -	$ -
General Fund	$ 5,300,289.66	$ 5,404,148.02	$ 45,119.86	$ 45,119.86
PEG Franchise Fees Fund	$ 35,262.60	$ 36,485.25	$ 319.47	$ 319.47
Police Donations Fund	$ 61,239.87	$ 64,666.08	$ 544.68	$ 544.68
State LEOSE Allocations Fund	$ 11,063.80	$ 11,161.54	$ 97.74	$ 97.74
Donation Fund	$ 20,641.87	$ 21,648.61	$ 194.24	$ 194.24
Opioid Grant Fund	$ 14,112.72	$ 14,237.39	$ 124.67	$ 124.67
General Funds Total	**$ 5,465,291.04**	**$ 5,596,152.41**	**$ 46,400.66**	**$ 46,400.66**
Special Revenue Funds				
American Rescue Plan Act Fund	$ (58,037.95)	$ 4,371.57	$ (156.93)	$ (156.93)
Chapter 59 Forfeited Property Fund	$ 95,171.94	$ 94,028.80	$ 823.66	$ 823.66
Child Safety Fund	$ 13,361.39	$ 13,563.03	$ 118.54	$ 118.54
Economic Development Sales Tax Fund	$ 3,126,095.45	$ 3,219,334.56	$ 21,032.24	$ 21,032.24
Hotel/Motel Occupancy Tax Fund	$ 787,354.77	$ 768,626.11	$ 6,987.88	$ 6,987.88
Local Youth Diversion Fund	$ 109,989.79	$ 114,660.77	$ 994.35	$ 994.35
Municipal Court Bldg Security Fund	$ 240,858.50	$ 237,503.71	$ 2,094.78	$ 2,094.78
Municipal Court Technology Fund	$ 32,983.70	$ 21,471.72	$ 188.02	$ 188.02
Municipal Drainage Utility Fund	$ 660,373.56	$ 667,077.89	$ 5,954.15	$ 5,954.15
Municipal Jury Fund	$ 1,355.25	$ 1,388.34	$ 11.97	$ 11.97
Park Land Dedication Fund	$ 93,735.61	$ 94,563.64	$ 828.03	$ 828.03
PID #1 Assessment Fund	$ 58,524.69	$ 6,876.17	$ 20.84	$ 20.84
Sealy Development Authority	$ -	$ -	$ -	$ -
Time Payment Reimb Fee Fund	$ 43,048.19	$ 44,420.52	$ 384.60	$ 384.60
TIRZ #2 Tax Increment Fund	$ 315,126.73	$ 121,967.23	$ 1,067.99	$ 1,067.99
Local Youth Diversion Admin Fee Fund	$ 201.47	$ 353.98	$ 2.51	$ 2.51
Consolidated Security & Tech Fund	$ 9,945.35	$ 16,895.76	$ 129.75	$ 129.75
FEMA WP & LS	$ -	$ 10,771.82	$ -	$ -
Special Events Fund	$ -	$ 5,660.81	$ 15.81	$ 15.81
Special Revenue Funds Total	**$ 5,530,088.44**	**$ 5,443,536.43**	**$ 40,498.19**	**$ 40,498.19**
Debt Service Funds				
Debt Service Fund	$ 884,089.41	$ 1,148,860.26	$ 4,142.80	$ 4,142.80
Debt Service Funds Total	**$ 884,089.41**	**$ 1,148,860.26**	**$ 4,142.80**	**$ 4,142.80**
Capital Projects Funds				
2022 COs Construction Fund	$ 15,862,714.01	$ 15,263,830.49	$ 137,009.44	$ 137,009.44
Downtown Revitalization Fund	$ 2,557.73	$ 2,580.33	$ 22.60	$ 22.60
Drainage Remediation Fund	$ 90,047.94	$ -	$ -	$ -
2025 COs Construction Fund	$ 20,319,819.86	$ 20,400,859.05	$ 178,964.53	$ 178,964.53
Capital Projects Funds Total	**$ 42,413,074.69**	**$ 42,226,968.54**	**$ 316,005.94**	**$ 316,005.94**

CITY OF SEALY, TEXAS
INVESTMENT PORTFOLIO BY FUND TYPE
FOR THE QUARTER ENDED DECEMBER 31, 2025

	BALANCE AS OF 09/30/2025	BALANCE AS OF 12/31/2025	QUARTER-TO-DATE INTEREST EARNED	FISCAL-YEAR-TO-DATE INTEREST EARNED
Enterprise Funds				
Gas Fund	$ 2,520,729.63	$ 2,966,055.89	$ 25,066.85	$ 25,066.85
Gas Utility Deposits Fund	$ 463,115.00	$ 470,495.00	$ 4,019.53	$ 4,019.53
Sewer Impact Fees Fund	$ 1,118,280.01	$ 1,130,609.39	$ 9,885.38	$ 9,885.38
Solid Waste Fund	$ (188,213.20)	$ (149,509.75)	$ (702.07)	$ (702.07)
Water & Sewer Fund	$ (1,638,881.04)	$ (719,986.21)	$ (8,419.58)	$ (8,419.58)
Water Impact Fees Fund	$ 974,790.89	$ 1,133,492.64	$ 9,666.75	$ 9,666.75
Water Utility Deposits Fund	$ 238,484.15	$ 251,459.15	$ 2,010.26	$ 2,010.26
Enterprise Funds Total	**$ 3,488,305.44**	**$ 5,082,616.11**	**$ 41,527.12**	**$ 41,527.12**
Internal Service Funds				
Self-Insurance Fund	$ (20,223.26)	$ (20,223.26)	$ -	$ -
Internal Service Funds Total	**$ (20,223.26)**	**$ (20,223.26)**	**$ -**	**$ -**
Grand Total	**$ 57,760,625.76**	**$ 59,477,910.49**	**$ 448,574.71**	**$ 448,574.71**

CITY OF SEALY, TEXAS
INVESTMENT PORTFOLIO BY SECURITY TYPE
FOR THE QUARTER ENDED DECEMBER 31, 2025

	BALANCE AS OF 09/30/2025	BALANCE AS OF 12/31/2025	QUARTER-TO-DATE INTEREST EARNED	FISCAL-YEAR-TO-DATE INTEREST EARNED
Demand Deposit Accounts				
2022 COs Construction Fund	$ 3,973,756.52	$ 4,223,308.84	$ 5,898.80	$ 5,898.80
American Rescue Plan Act Fund	$ (14,556.84)	$ 1,211.10	$ (7.08)	$ (7.08)
Chapter 59 Forfeited Property Fund	$ 23,831.67	$ 26,006.18	$ 35.12	$ 35.12
Child Safety Fund	$ 3,351.25	$ 3,757.49	$ 5.06	$ 5.06
Debt Service Fund	$ 547,536.16	$ 808,924.75	$ 750.07	$ 750.07
Developer Deposits Fund	$ 5,688.62	$ 12,135.85	$ -	$ -
Downtown Revitalization Fund	$ 641.52	$ 714.85	$ 0.97	$ 0.97
Drainage Remediation Fund	$ 22,585.44	$ -	$ -	$ -
Economic Development Sales Tax Fund	$ 1,360,332.13	$ 625,659.79	$ 1,785.41	$ 1,785.41
Gas Fund	$ 632,239.02	$ 821,714.15	$ 1,076.57	$ 1,076.57
Gas Utility Deposits Fund	$ 15,454.46	$ 19,141.91	$ -	$ -
General Fund	$ 1,336,641.31	$ 1,504,131.00	$ 1,894.73	$ 1,894.73
Hotel/Motel Occupancy Tax Fund	$ 197,281.47	$ 212,716.96	$ 298.45	$ 298.45
Local Youth Diversion Fund	$ 27,587.19	$ 31,765.54	$ 42.47	$ 42.47
Municipal Court Bldg Security Fund	$ 60,411.14	$ 65,797.87	$ 89.50	$ 89.50
Municipal Court Technology Fund	$ 8,272.84	$ 5,948.51	$ 8.04	$ 8.04
Municipal Drainage Utility Fund	$ 165,632.18	$ 184,806.81	$ 254.20	$ 254.20
Municipal Jury Fund	$ 339.92	$ 384.62	$ 0.51	$ 0.51
Park Land Dedication Fund	$ 23,510.38	$ 26,197.85	$ 35.37	$ 35.37
PEG Franchise Fees Fund	$ 8,844.42	$ 10,107.85	$ 13.65	$ 13.65
PID #1 Assessment Fund	$ 14,678.92	$ 1,904.97	$ 0.53	$ 0.53
Police Donations Fund	$ 15,359.93	$ 17,915.04	$ 23.28	$ 23.28
Sealy Development Authority	$ -	$ -	$ -	$ -
Self-Insurance Fund	$ (5,072.31)	$ (5,602.64)	$ -	$ -
Sewer Impact Fees Fund	$ 280,482.39	$ 313,223.27	$ 422.35	$ 422.35
Solid Waste Fund	$ (47,206.86)	$ (41,420.08)	$ (18.89)	$ (18.89)
State LEOSE Allocations Fund	$ 2,774.98	$ 3,092.19	$ 4.18	$ 4.18
Time Payment Reimb Fee Fund	$ 10,797.17	$ 12,306.23	$ 16.43	$ 16.43
TIRZ #2 Tax Increment Fund	$ 79,038.79	$ 33,789.72	$ 45.62	$ 45.62
Water & Sewer Fund	$ (411,057.39)	$ (199,464.50)	$ (335.33)	$ (335.33)
Water Impact Fees Fund	$ 244,493.04	$ 314,022.04	$ 412.93	$ 412.93
Water Utility Deposits Fund	$ 9,451.95	$ 14,048.31	$ -	$ -
Donation Fund	$ 5,177.31	$ 5,997.52	$ 8.17	$ 8.17
2025 COs Construction Fund	$ 5,096,533.52	$ 5,651,840.45	$ 7,646.50	$ 7,646.50
Opioid Grant Fund	$ 3,539.69	$ 3,944.32	$ 5.32	$ 5.32
Local Youth Diversion Admin Fee Fund	$ 50.53	$ 98.07	$ 0.11	$ 0.11
Consolidated Security & Tech Fund	$ 2,494.45	$ 4,680.79	$ 5.53	$ 5.53
FEMA WP & LS	$ -	$ 2,984.22	$ -	$ -

CITY OF SEALY, TEXAS
INVESTMENT PORTFOLIO BY SECURITY TYPE
FOR THE QUARTER ENDED DECEMBER 31, 2025

	BALANCE AS OF 09/30/2025	BALANCE AS OF 12/31/2025	QUARTER-TO-DATE INTEREST EARNED	FISCAL-YEAR-TO-DATE INTEREST EARNED
Special Events Fund	$ -	$ 1,568.27	$ 0.70	$ 0.70
Demand Deposit Accounts Total	**$ 15,240,096.72**	**$ 16,536,654.55**	**$ 20,419.27**	**$ 20,419.27**
Local Government Investment Pools				
2022 COs Construction Fund	$ 11,888,957.49	$ 11,040,521.65	$ 131,110.64	$ 131,110.64
American Rescue Plan Act Fund	$ (43,481.11)	$ 3,160.47	$ (149.85)	$ (149.85)
Chapter 59 Forfeited Property Fund	$ 71,340.27	$ 68,022.62	$ 788.54	$ 788.54
Child Safety Fund	$ 10,010.14	$ 9,805.54	$ 113.48	$ 113.48
Debt Service Fund	$ 336,553.25	$ 339,935.51	$ 3,392.73	$ 3,392.73
Developer Deposits Fund	$ 16,991.90	$ 31,669.67	$ -	$ -
Downtown Revitalization Fund	$ 1,916.21	$ 1,865.48	$ 21.63	$ 21.63
Drainage Remediation Fund	$ 67,462.50	$ -	$ -	$ -
Economic Development Sales Tax Fund	$ 1,765,763.32	$ 2,593,674.77	$ 19,246.83	$ 19,246.83
Gas Fund	$ 1,888,490.61	$ 2,144,341.74	$ 23,990.28	$ 23,990.28
Gas Utility Deposits Fund	$ 447,660.54	$ 451,353.09	$ 4,019.53	$ 4,019.53
General Fund	$ 3,963,648.35	$ 3,900,017.02	$ 43,225.13	$ 43,225.13
Hotel/Motel Occupancy Tax Fund	$ 590,073.30	$ 555,909.15	$ 6,689.43	$ 6,689.43
Local Youth Diversion Fund	$ 82,402.60	$ 82,895.23	$ 951.88	$ 951.88
Municipal Court Bldg Security Fund	$ 180,447.36	$ 171,705.84	$ 2,005.28	$ 2,005.28
Municipal Court Technology Fund	$ 24,710.86	$ 15,523.21	$ 179.98	$ 179.98
Municipal Drainage Utility Fund	$ 494,741.38	$ 482,271.08	$ 5,699.95	$ 5,699.95
Municipal Jury Fund	$ 1,015.33	$ 1,003.72	$ 11.46	$ 11.46
Park Land Dedication Fund	$ 70,225.23	$ 68,365.79	$ 792.66	$ 792.66
PEG Franchise Fees Fund	$ 26,418.18	$ 26,377.40	$ 305.82	$ 305.82
PID #1 Assessment Fund	$ 43,845.77	$ 4,971.20	$ 20.31	$ 20.31
Police Donations Fund	$ 45,879.94	$ 46,751.04	$ 521.40	$ 521.40
Sealy Development Authority	$ -	$ -	$ -	$ -
Self-Insurance Fund	$ (15,150.95)	$ (14,620.62)	$ -	$ -
Sewer Impact Fees Fund	$ 837,797.62	$ 817,386.12	$ 9,463.03	$ 9,463.03
Solid Waste Fund	$ (141,006.34)	$ (108,089.67)	$ (683.18)	$ (683.18)
State LEOSE Allocations Fund	$ 8,288.82	$ 8,069.35	$ 93.56	$ 93.56
Time Payment Reimb Fee Fund	$ 32,251.02	$ 32,114.29	$ 368.17	$ 368.17
TIRZ #2 Tax Increment Fund	$ 236,087.94	$ 88,177.51	$ 1,022.37	$ 1,022.37
Water & Sewer Fund	$ (1,227,823.65)	$ (520,521.71)	$ (8,084.25)	$ (8,084.25)
Water Impact Fees Fund	$ 730,297.85	$ 819,470.60	$ 9,253.82	$ 9,253.82
Water Utility Deposits Fund	$ 229,032.20	$ 237,410.84	$ 2,010.26	$ 2,010.26
Donation Fund	$ 15,464.56	$ 15,651.09	$ 186.07	$ 186.07
2025 COs Construction Fund	$ 15,223,286.34	$ 14,749,018.60	$ 171,318.03	$ 171,318.03
Opioid Grant Fund	$ 10,573.03	$ 10,293.07	$ 119.35	$ 119.35

CITY OF SEALY, TEXAS
INVESTMENT PORTFOLIO BY SECURITY TYPE
FOR THE QUARTER ENDED DECEMBER 31, 2025

	BALANCE AS OF 09/30/2025	BALANCE AS OF 12/31/2025	QUARTER-TO-DATE INTEREST EARNED	FISCAL-YEAR-TO-DATE INTEREST EARNED
Local Youth Diversion Admin Fee Fund	$ 150.94	$ 255.91	$ 2.40	$ 2.40
Consolidated Security & Tech Fund	$ 7,450.90	$ 12,214.97	$ 124.22	$ 124.22
FEMA WP & LS	$ -	$ 7,787.60	$ -	$ -
Special Events Fund	$ -	$ 4,092.54	$ 15.11	$ 15.11
Local Government Investment Pools Total	**$ 42,520,529.04**	**$ 42,941,255.94**	**$ 428,155.44**	**$ 428,155.44**
Grand Total	**$ 57,760,625.76**	**$ 59,477,910.49**	**$ 448,574.71**	**$ 448,574.71**

CITY OF SEALY, TEXAS
INVESTMENT PORTFOLIO BY ISSUER
FOR THE QUARTER ENDED DECEMBER 31, 2025

	BALANCE AS OF 09/30/2025	BALANCE AS OF 12/31/2025	QUARTER-TO-DATE INTEREST EARNED	FISCAL-YEAR-TO-DATE INTEREST EARNED
TexSTAR				
2022 COs Construction Fund	$ 3,509,742.02	$ 3,260,183.03	$ 38,485.84	$ 38,485.84
American Rescue Plan Act Fund	$ (12,785.99)	$ 929.34	$ (43.91)	$ (43.91)
Chapter 59 Forfeited Property Fund	$ 21,087.89	$ 20,113.06	$ 232.66	$ 232.66
Child Safety Fund	$ 2,943.57	$ 2,883.34	$ 33.31	$ 33.31
Debt Service Fund	$ 1,200.23	$ 1,209.39	$ 12.23	$ 12.23
Developer Deposits Fund	$ 4,996.63	$ 9,312.55	$ -	$ -
Downtown Revitalization Fund	$ 563.48	$ 548.55	$ 6.35	$ 6.35
Drainage Remediation Fund	$ 19,837.95	$ -	$ -	$ -
Economic Development Sales Tax Fund	$ 1,587,952.76	$ 1,842,140.70	$ 16,394.89	$ 16,394.89
Gas Fund	$ 555,327.14	$ 630,548.97	$ 7,038.15	$ 7,038.15
Gas Utility Deposits Fund	$ 13,574.42	$ 14,688.70	$ -	$ -
General Fund	$ 1,166,465.24	$ 1,147,876.28	$ 12,802.98	$ 12,802.98
Hotel/Motel Occupancy Tax Fund	$ 174,078.02	$ 164,033.94	$ 1,968.76	$ 1,968.76
Local Youth Diversion Fund	$ 24,231.20	$ 24,375.55	$ 279.42	$ 279.42
Municipal Court Bldg Security Fund	$ 53,062.12	$ 50,490.53	$ 588.63	$ 588.63
Municipal Court Technology Fund	$ 7,266.44	$ 4,564.64	$ 52.83	$ 52.83
Municipal Drainage Utility Fund	$ 145,483.02	$ 141,813.00	$ 1,673.16	$ 1,673.16
Municipal Jury Fund	$ 298.57	$ 295.15	$ 3.37	$ 3.37
Park Land Dedication Fund	$ 20,650.34	$ 20,103.13	$ 232.68	$ 232.68
PEG Franchise Fees Fund	$ 7,768.50	$ 7,756.34	$ 89.77	$ 89.77
PID #1 Assessment Fund	$ 12,893.23	$ 1,461.79	$ 5.97	$ 5.97
Police Donations Fund	$ 13,491.40	$ 13,747.26	$ 153.06	$ 153.06
Sealy Development Authority	$ -	$ -	$ -	$ -
Self-Insurance Fund	$ (4,455.27)	$ (4,299.23)	$ -	$ -
Sewer Impact Fees Fund	$ 246,361.70	$ 240,354.40	$ 2,777.80	$ 2,777.80
Solid Waste Fund	$ (41,464.14)	$ (31,784.03)	$ (200.54)	$ (200.54)
State LEOSE Allocations Fund	$ 2,437.40	$ 2,372.81	$ 27.47	$ 27.47
Time Payment Reimb Fee Fund	$ 9,483.69	$ 9,443.29	$ 108.08	$ 108.08
TIRZ #2 Tax Increment Fund	$ 69,423.72	$ 25,928.81	$ 300.11	$ 300.11
Water & Sewer Fund	$ (361,052.26)	$ (153,060.69)	$ (2,377.95)	$ (2,377.95)
Water Impact Fees Fund	$ 214,750.45	$ 240,967.35	$ 2,716.45	$ 2,716.45
Water Utility Deposits Fund	$ 8,302.12	$ 10,780.08	$ -	$ -
Donation Fund	$ 4,547.49	$ 4,602.24	$ 54.62	$ 54.62
2025 COs Construction Fund	$ 4,476,540.19	$ 4,336,985.24	$ 50,289.06	$ 50,289.06
Opioid Grant Fund	$ 3,109.09	$ 3,026.70	$ 35.03	$ 35.03
Local Youth Diversion Admin Fee Fund	$ 44.38	$ 75.25	$ 0.71	$ 0.71
Consolidated Security & Tech Fund	$ 2,191.00	$ 3,591.84	$ 36.46	$ 36.46
FEMA WP & LS	$ -	$ 2,289.96	$ -	$ -
Special Events Fund	$ -	$ 1,203.42	$ 4.43	$ 4.43
TexSTAR Total	**$ 13,312,743.17**	**$ 13,446,068.65**	**$ 133,785.40**	**$ 133,785.40**

CITY OF SEALY, TEXAS
INVESTMENT PORTFOLIO BY ISSUER
FOR THE QUARTER ENDED DECEMBER 31, 2025

	BALANCE AS OF 09/30/2025	BALANCE AS OF 12/31/2025	QUARTER-TO-DATE INTEREST EARNED	FISCAL-YEAR-TO-DATE INTEREST EARNED
Wells Fargo Bank				
2022 COs Construction Fund	$ 3,973,756.52	$ 4,223,308.84	$ 5,898.80	$ 5,898.80
American Rescue Plan Act Fund	$ (14,556.84)	$ 1,211.10	$ (7.08)	$ (7.08)
Chapter 59 Forfeited Property Fund	$ 23,831.67	$ 26,006.18	$ 35.12	$ 35.12
Child Safety Fund	$ 3,351.25	$ 3,757.49	$ 5.06	$ 5.06
Debt Service Fund	$ 547,536.16	$ 808,924.75	$ 750.07	$ 750.07
Developer Deposits Fund	$ 5,688.62	$ 12,135.85	$ -	$ -
Downtown Revitalization Fund	$ 641.52	$ 714.85	$ 0.97	$ 0.97
Drainage Remediation Fund	$ 22,585.44	$ -	$ -	$ -
Economic Development Sales Tax Fund	$ 1,360,332.13	$ 625,659.79	$ 1,785.41	$ 1,785.41
Gas Fund	$ 632,239.02	$ 821,714.15	$ 1,076.57	$ 1,076.57
Gas Utility Deposits Fund	$ 15,454.46	$ 19,141.91	$ -	$ -
General Fund	$ 1,336,641.31	$ 1,504,131.00	$ 1,894.73	$ 1,894.73
Hotel/Motel Occupancy Tax Fund	$ 197,281.47	$ 212,716.96	$ 298.45	$ 298.45
Local Youth Diversion Fund	$ 27,587.19	$ 31,765.54	$ 42.47	$ 42.47
Municipal Court Bldg Security Fund	$ 60,411.14	$ 65,797.87	$ 89.50	$ 89.50
Municipal Court Technology Fund	$ 8,272.84	$ 5,948.51	$ 8.04	$ 8.04
Municipal Drainage Utility Fund	$ 165,632.18	$ 184,806.81	$ 254.20	$ 254.20
Municipal Jury Fund	$ 339.92	$ 384.62	$ 0.51	$ 0.51
Park Land Dedication Fund	$ 23,510.38	$ 26,197.85	$ 35.37	$ 35.37
PEG Franchise Fees Fund	$ 8,844.42	$ 10,107.85	$ 13.65	$ 13.65
PID #1 Assessment Fund	$ 14,678.92	$ 1,904.97	$ 0.53	$ 0.53
Police Donations Fund	$ 15,359.93	$ 17,915.04	$ 23.28	$ 23.28
Sealy Development Authority	$ -	$ -	$ -	$ -
Self-Insurance Fund	$ (5,072.31)	$ (5,602.64)	$ -	$ -
Sewer Impact Fees Fund	$ 280,482.39	$ 313,223.27	$ 422.35	$ 422.35
Solid Waste Fund	$ (47,206.86)	$ (41,420.08)	$ (18.89)	$ (18.89)
State LEOSE Allocations Fund	$ 2,774.98	$ 3,092.19	$ 4.18	$ 4.18
Time Payment Reimb Fee Fund	$ 10,797.17	$ 12,306.23	$ 16.43	$ 16.43
TIRZ #2 Tax Increment Fund	$ 79,038.79	$ 33,789.72	$ 45.62	$ 45.62
Water & Sewer Fund	$ (411,057.39)	$ (199,464.50)	$ (335.33)	$ (335.33)
Water Impact Fees Fund	$ 244,493.04	$ 314,022.04	$ 412.93	$ 412.93
Water Utility Deposits Fund	$ 9,451.95	$ 14,048.31	$ -	$ -
Donation Fund	$ 5,177.31	$ 5,997.52	$ 8.17	$ 8.17
2025 COs Construction Fund	$ 5,096,533.52	$ 5,651,840.45	$ 7,646.50	$ 7,646.50
Opioid Grant Fund	$ 3,539.69	$ 3,944.32	$ 5.32	$ 5.32
Local Youth Diversion Admin Fee Fund	$ 50.53	$ 98.07	$ 0.11	$ 0.11
Consolidated Security & Tech Fund	$ 2,494.45	$ 4,680.79	$ 5.53	$ 5.53
FEMA WP & LS	$ -	$ 2,984.22	$ -	$ -
Special Events Fund	$ -	$ 1,568.27	$ 0.70	$ 0.70

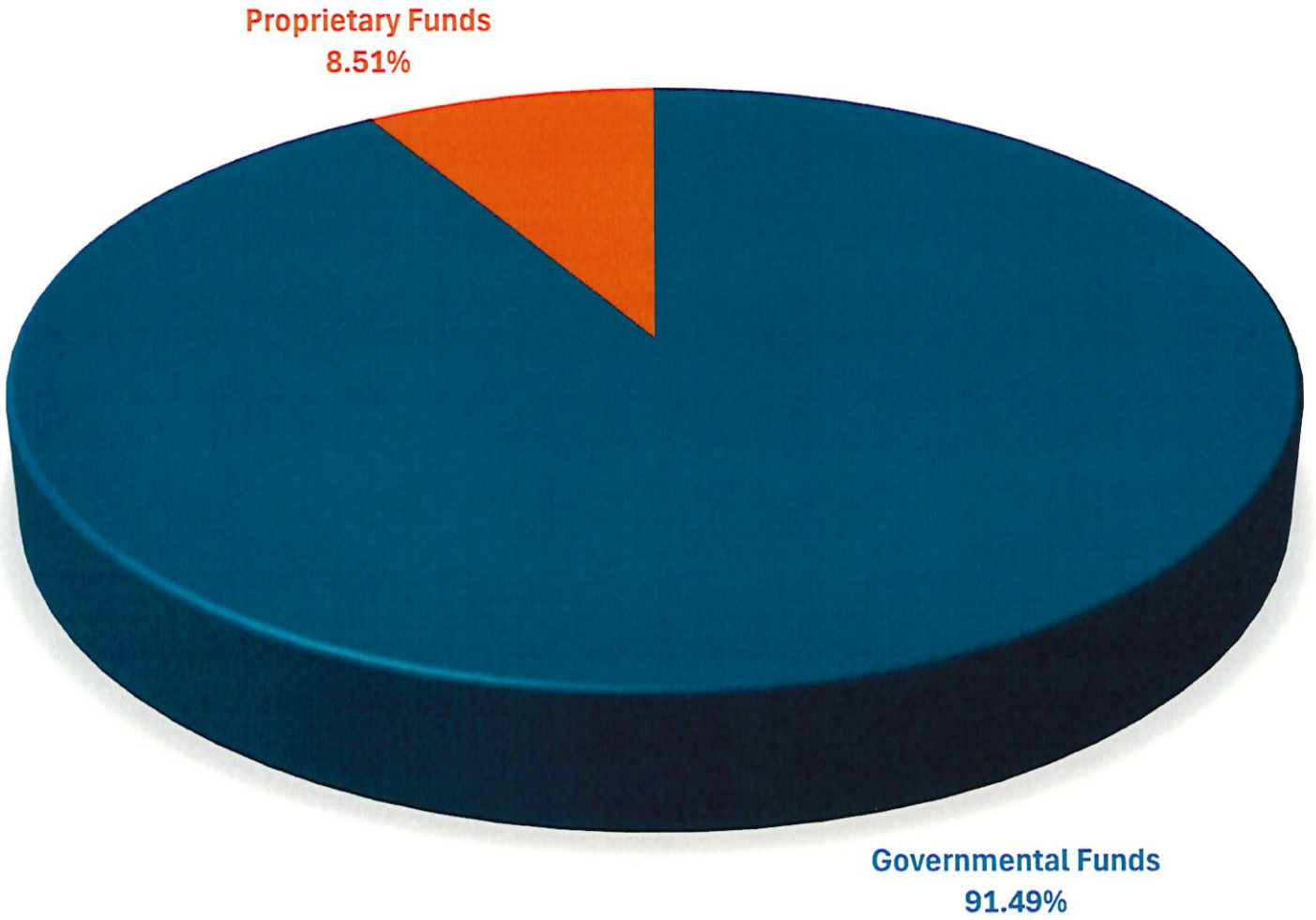
CITY OF SEALY, TEXAS
INVESTMENT PORTFOLIO BY ISSUER
FOR THE QUARTER ENDED DECEMBER 31, 2025

	BALANCE AS OF 09/30/2025	BALANCE AS OF 12/31/2025	QUARTER-TO-DATE INTEREST EARNED	FISCAL-YEAR-TO-DATE INTEREST EARNED
Wells Fargo Bank Total	$ 15,240,096.72	$ 16,536,654.55	$ 20,419.27	$ 20,419.27
TexPool				
2022 COs Construction Fund	$ 8,379,215.47	$ 7,780,338.62	$ 92,624.80	$ 92,624.80
American Rescue Plan Act Fund	$ (30,695.12)	$ 2,231.13	$ (105.94)	$ (105.94)
Chapter 59 Forfeited Property Fund	$ 50,252.38	$ 47,909.56	$ 555.88	$ 555.88
Child Safety Fund	$ 7,066.57	$ 6,922.20	$ 80.17	$ 80.17
Debt Service Fund	$ 335,353.02	$ 338,726.12	$ 3,380.50	$ 3,380.50
Developer Deposits Fund	$ 11,995.27	$ 22,357.12	$ -	$ -
Downtown Revitalization Fund	$ 1,352.73	$ 1,316.93	$ 15.28	$ 15.28
Drainage Remediation Fund	$ 47,624.55	$ -	$ -	$ -
Economic Development Sales Tax Fund	$ 177,810.56	$ 751,534.07	$ 2,851.94	$ 2,851.94
Gas Fund	$ 1,333,163.47	$ 1,513,792.77	$ 16,952.13	$ 16,952.13
Gas Utility Deposits Fund	$ 434,086.12	$ 436,664.39	$ 4,019.53	$ 4,019.53
General Fund	$ 2,797,183.11	$ 2,752,140.74	$ 30,422.15	$ 30,422.15
Hotel/Motel Occupancy Tax Fund	$ 415,995.28	$ 391,875.21	$ 4,720.67	$ 4,720.67
Local Youth Diversion Fund	$ 58,171.40	$ 58,519.68	$ 672.46	$ 672.46
Municipal Court Bldg Security Fund	$ 127,385.24	$ 121,215.31	$ 1,416.65	$ 1,416.65
Municipal Court Technology Fund	$ 17,444.42	$ 10,958.57	$ 127.15	$ 127.15
Municipal Drainage Utility Fund	$ 349,258.36	$ 340,458.08	$ 4,026.79	$ 4,026.79
Municipal Jury Fund	$ 716.76	$ 708.57	$ 8.09	$ 8.09
Park Land Dedication Fund	$ 49,574.89	$ 48,262.66	$ 559.98	$ 559.98
PEG Franchise Fees Fund	$ 18,649.68	$ 18,621.06	$ 216.05	$ 216.05
PID #1 Assessment Fund	$ 30,952.54	$ 3,509.41	$ 14.34	$ 14.34
Police Donations Fund	$ 32,388.54	$ 33,003.78	$ 368.34	$ 368.34
Sealy Development Authority	$ -	$ -	$ -	$ -
Self-Insurance Fund	$ (10,695.68)	$ (10,321.39)	$ -	$ -
Sewer Impact Fees Fund	$ 591,435.92	$ 577,031.72	$ 6,685.23	$ 6,685.23
Solid Waste Fund	$ (99,542.20)	$ (76,305.64)	$ (482.64)	$ (482.64)
State LEOSE Allocations Fund	$ 5,851.42	$ 5,696.54	$ 66.09	$ 66.09
Time Payment Reimb Fee Fund	$ 22,767.33	$ 22,671.00	$ 260.09	$ 260.09
TIRZ #2 Tax Increment Fund	$ 166,664.22	$ 62,248.70	$ 722.26	$ 722.26
Water & Sewer Fund	$ (866,771.39)	$ (367,461.02)	$ (5,706.30)	$ (5,706.30)
Water Impact Fees Fund	$ 515,547.40	$ 578,503.25	$ 6,537.37	$ 6,537.37
Water Utility Deposits Fund	$ 220,730.08	$ 226,630.76	$ 2,010.26	$ 2,010.26
Donation Fund	$ 10,917.07	$ 11,048.85	$ 131.45	$ 131.45
2025 COs Construction Fund	$ 10,746,746.15	$ 10,412,033.36	$ 121,028.97	$ 121,028.97
Opioid Grant Fund	$ 7,463.94	$ 7,266.37	$ 84.32	$ 84.32
Local Youth Diversion Admin Fee Fund	$ 106.56	$ 180.66	$ 1.69	$ 1.69
Consolidated Security & Tech Fund	$ 5,259.90	$ 8,623.13	$ 87.76	$ 87.76
FEMA WP & LS	$ -	$ 5,497.64	$ -	$ -

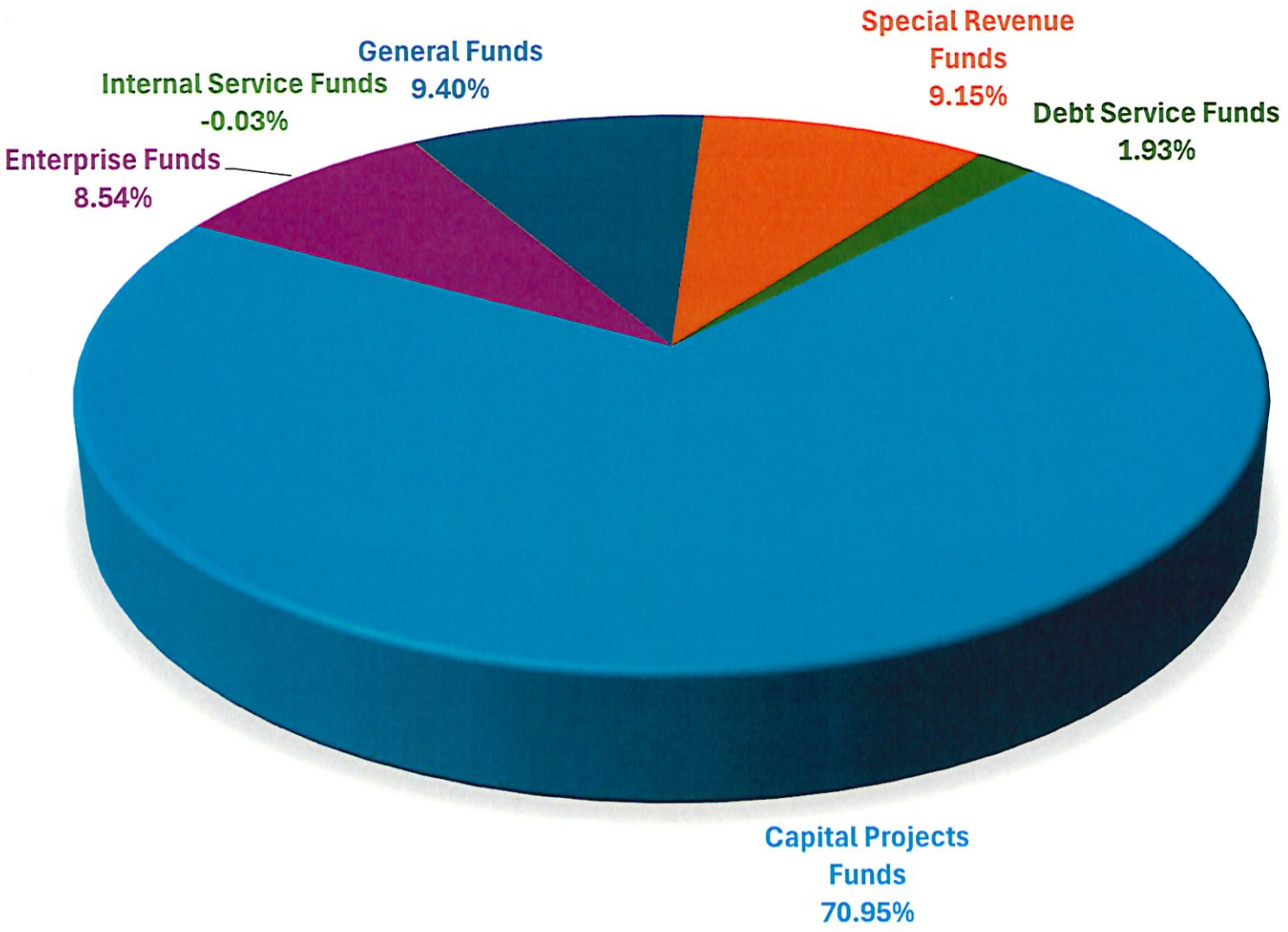
CITY OF SEALY, TEXAS
INVESTMENT PORTFOLIO BY ISSUER
FOR THE QUARTER ENDED DECEMBER 31, 2025

	BALANCE AS OF 09/30/2025	BALANCE AS OF 12/31/2025	QUARTER-TO-DATE INTEREST EARNED	FISCAL-YEAR-TO-DATE INTEREST EARNED
Special Events Fund	$ -	$ 2,889.12	$ 10.68	$ 10.68
TexPool Total	**$ 29,207,785.87**	**$ 29,495,187.29**	**$ 294,370.04**	**$ 294,370.04**
Grand Total	**$ 57,760,625.76**	**$ 59,477,910.49**	**$ 448,574.71**	**$ 448,574.71**

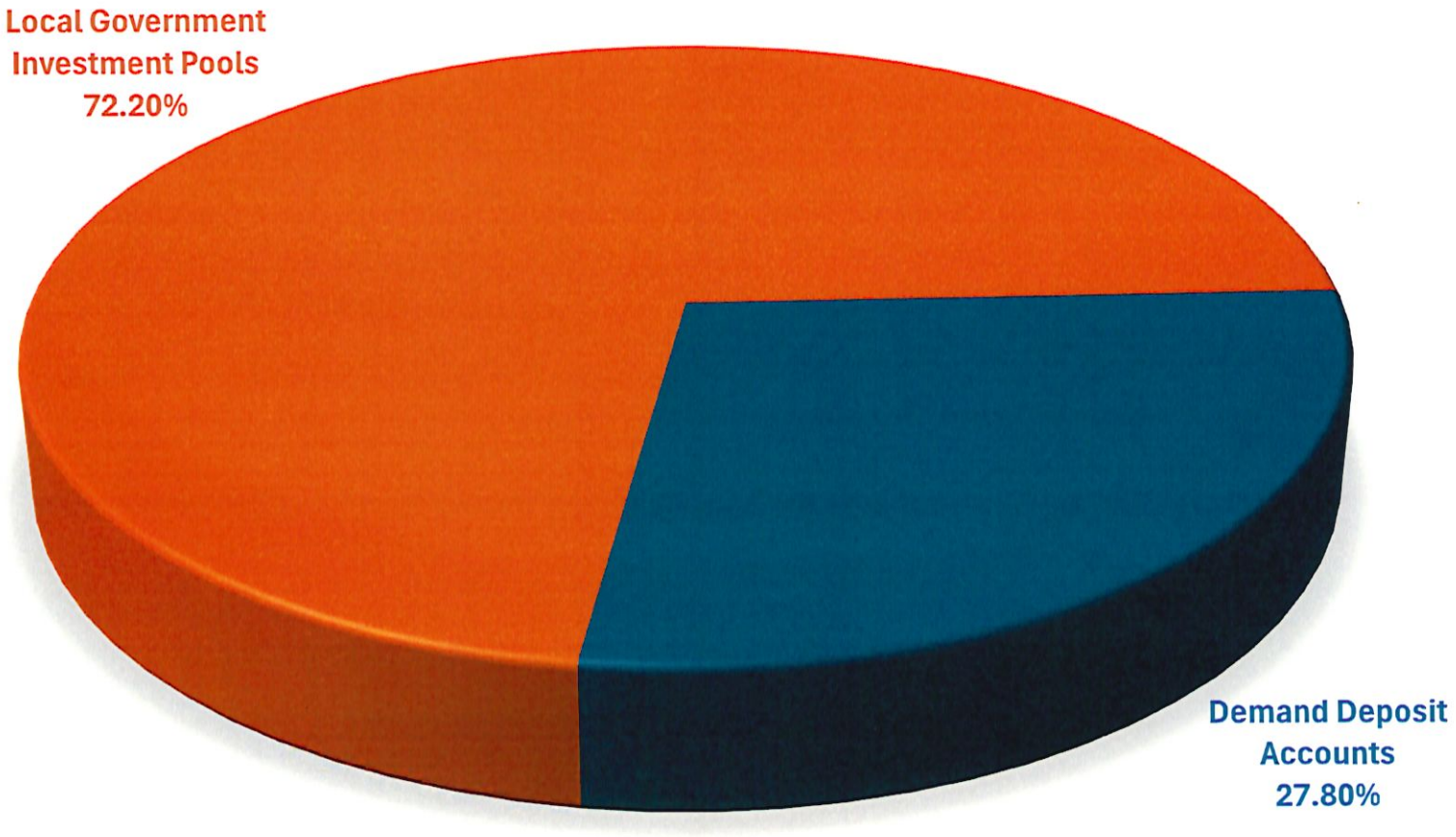
PORTFOLIO COMPOSITION BY FUND CATEGORY
DECEMBER 31, 2025



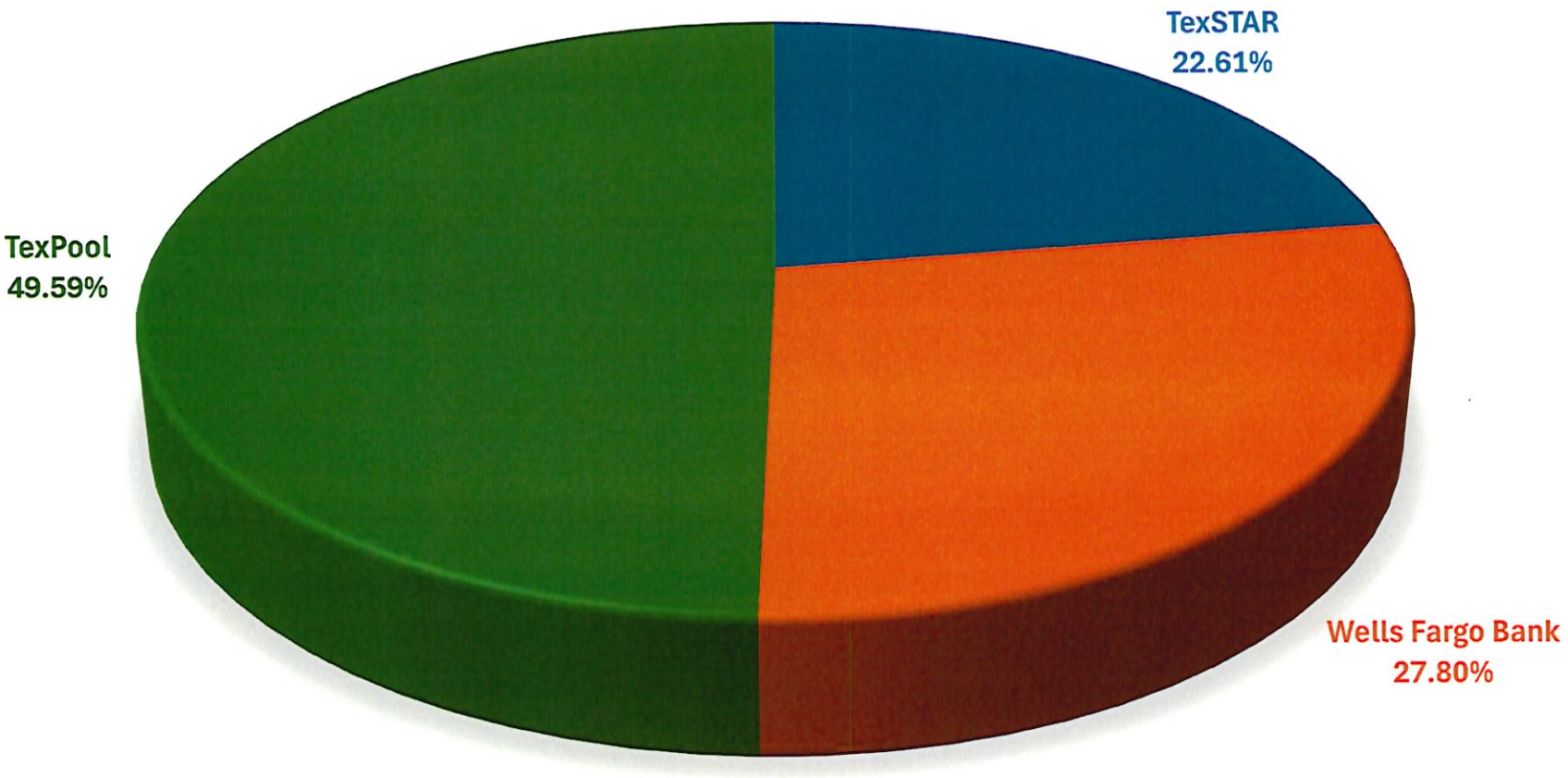
PORTFOLIO COMPOSITION BY FUND TYPE
DECEMBER 31, 2025



PORTFOLIO COMPOSITION BY SECURITY TYPE
DECEMBER 31, 2025



PORTFOLIO COMPOSITION BY ISSUER
DECEMBER 31, 2025



CITY OF SEALY, TEXAS
INVESTMENT PORTFOLIO YIELD PERFORMANCE
FOR THE QUARTER ENDED DECEMBER 31, 2025

ISSUER	AVERAGE DAILY RATE FOR OCTOBER 2025	AVERAGE DAILY RATE FOR NOVEMBER 2025	AVERAGE DAILY RATE FOR DECEMBER 2025	3-MONTH AVERAGE DAILY RATE
TexSTAR	4.1167%	3.9811%	3.8246%	3.9741%
Wells Fargo Bank	0.5800%	0.4800%	0.4800%	0.5133%
TexPool	4.1418%	3.9885%	3.8270%	3.9858%
BENCHMARKS				
3-month US Treasury Bill	3.8900%	3.8800%	3.6700%	3.8133%
Federal Funds	4.0900%	3.8800%	3.7200%	3.8967%
Texas CLASS Government	4.0862%	3.8999%	3.7363%	3.9075%
LOGIC	4.2418%	4.0904%	3.9516%	4.0946%

WEIGHTED AVERAGE YIELD TO MATURITY OF THE PORTFOLIO: 3.0177%

e)

Sealy, Texas

History of Excellence - Future of Progress

Council Meeting AGENDA ITEM: No.
Discussion and possible action regarding appointment of Alternate Judge to preside over the bench.

SUBMITTED BY: Fawn Mackey
MEETING DATE: 2/18/2026

STAFF REPORT

DESCRIPTION

Court is looking to appoint a replacement for Alternate Judge James to preside over the bench as needed.

ANALYSIS

Judge James has accepted a full time Municipal Court Judge appointment with the City of Houston and will no longer be available to cover as needed. A replacement is necessary for the Alternate Judge position to preside over the bench when Presiding Judge Lenzsch is not available due to vacation or unforeseen illness. The replacement Alternate Judge will also have a law degree and be well versed in Texas laws, Municipal Court processes, and procedures dealing with Defense Attorneys and their motions.

RECOMMENDATION

Judge Lenzsch has recommended Judge James L. Gascoyne for the appointment of Alternate Judge. His resume has been attached for your review. Judge Gascoyne's schedule will allow him to cover Sealy Municipal Court should he be needed to preside over the bench.

FINANCIAL IMPACTS

There will be no financial impact to the current City budget. The hourly pay rate for both judges will be the same. Only the judge presiding on the bench will invoice for the hours worked.

JAMES L. GASCOYNE
GASCOYNE & BULLION, P.C.
77 Sugar Creek Center Blvd., Suite 280
Sugar Land, Texas 77478
Telephone (281) 340-7000
Facsimile (281)340-7001
E-mail: gascoyne@gbpclaw.com

EDUCATION

University of Texas at El Paso - Bachelor of Science in Criminal Justice, 1975
University of Houston School of Law - Doctor of Jurisprudence 1978 (cum laude)
Order of the Barons, Phi Alpha Delta (Treasurer, 1976), American Jurisprudence Awards

LEGAL EXPERIENCE

Since being licensed in the State of Texas on November 6, 1978, I have actively maintained a Trial Docket and Litigation Practice, concentrating primarily in the defense of personal injury and wrongful death litigation including, negligence, products liability, premise liability, construction liability (including contractual indemnity/contribution), intentional tort and insurance litigation matters in all Texas State Courts and in United States District Courts in the Eastern, Southern, and Western Districts of Texas.

Gascoyne & Bullion, P.C., is listed in Best's Directory of Recommended Insurance Attorneys and Adjusters and its partners are AV Peer Review Rated in Martindale-Hubbell.

PROFESSIONAL ORGANIZATIONS

American Bar Association
Fort Bend County Bar Association
Houston Bar Association
State Bar of Texas
Texas Association of Defense Counsel

HONORS BY PEERS AND ACOLADES

American Board of Trial Advocates (Since 1992)
Texas Bar Foundation – Life Fellow
State Bar of Texas Grievance Committee
(Chair Person – District 5)

EMPLOYMENT HISTORY

ATTORNEY EXPERIENCE

February 2002 – Present	GASCOYNE & BULLION, P.C., *Managing Partner*
January 1995 – February 2002	GASCOYNE & ASSOCIATES, *Managing Partner*
1978 – January 1995	WEITINGER, STEELHAMMER & TUCKER (previously TUCKER HENDRYX & GASCOYNE (January 1989), *Associate Attorney* (1978-1982), Partner (1982-1989), *Senior Partner* (1989-1995)

MUNICIPAL COURT EXPERIENCE

November 2011 to Present	City of Sugar Land Municipal Court, *Associate Judge*
August 2018 to Present	City of Richmond Municipal Court, *Associate Judge*

PROFESSIONAL REFERENCES AVAILABLE UPON REQUEST

JAMES GASCOYNE

77 Sugar Creek Center Blvd.
Suite 280
Sugar Land, Texas 77478
Telephone (281) 340-7000
Facsimile (281) 340-7001
Houston Metro (713) 654-8800

January 23, 2026

RE: **Request for Qualifications for Municipal Judge Services for the City of Sealy Municipal Court**

(Submittal of Qualifications for Municipal Judge Services by James L. Gascoyne)

Please accept the following information in support of my **Statement of Qualifications** and **Proposal Requirements** to perform Municipal Judge Services for the City of Sealy Municipal Court.

Release/Authorization: By copy of this signed correspondence I also hereby Release and Authorize the City of Sealy all Texas State Bar Association disciplinary investigations and/or actions.

Statement of Qualifications:

*I am a resident of the State of Texas and have consistently been so since birth in El Paso, Texas.
*I possess a Juris Doctorate Degree obtained from University of Houston in 1978.
*I am a member in good standing with the State Bar of Texas.
*I have over (45) years of experience as a practicing attorney and trial lawyer in the State of Texas.
*I am bondable.

Proposal Requirements:

*I have attached to this cover page a copy of my current Resume.
*My State of Texas Bar Number is 07744800. (11/06/78)
*Release allowing access to all Texas State Bar Association disciplinary investigations and/or actions is included in this signed correspondence above.

Professional References:

*Judge Craig Landin
City of Sugar Land Municipal Court
Sugar Land, Texas
(281-275-2560)

***Phyllis Ross**
Presiding Judge - City of Rosenberg Municipal Court

***Matthew Montes**
Presiding Judge – City of Sugar Land Municipal Court

***Michael Orsak**
Richmond, Texas
(281-342-6300)

***Nancy Lusk**
101 Southwestern Blvd. Suite 211
Sugarland,Texas77478
(281-242-2700)

-

Municipal Court Experience
*City of Sugar Land Municipal Court-Associate Judge (11/15/2011 to Present)
*City of Richmond Municipal Court -Associate Judge (08/04/2018 to Present)

CITY OF SEALY CONTRACT FOR JUDICIAL SERVICES FOR THE SEALY MUNICIPAL COURT

This Contract for Judicial Services for the Sealy Municipal Court ("Contract") is made and entered into this 18th day of February 2026, by and between James Gascoyne ("Alternate Judge"), and the City of Sealy, a Texas home-rule municipal corporation ("City"). The City and Judge may hereinafter be referred to individually as "Party" and collectively as the "Parties".

For and in consideration of the mutual agreements exchanged herein, Alternate Judge and City hereby contract as follows:

1. **Appointment.** On the 18th day of February 2026, the City Council of the City of Sealy, Texas ("City Council"), in an open meeting, appointed James Gascoyne as the Municipal Court Alternate Judge for the Sealy Municipal Court, for a term defined below.

2. **Term.** The term of this Agreement shall coincide with the term of the Mayor, which ends on May 2026 ("Term").

3. **Termination.** In accordance with the City of Sealy, City Charter, Article IV, Section 4.03 (B), any Judge may be removed or replaced at any time at the discretion of the city council, by a majority vote of the entire council. In the event of removal or replacement, Judge shall be paid for hours retained through the removal or replacement date.

4. **Scope of Services.** The Alternate Judge agrees to preside over municipal court proceedings, and all matters related to the adjudication of Class C misdemeanor cases and other matters commonly within the jurisdiction of the Sealy Municipal Court.

5. **Independent Contractor.** Alternate Judge shall perform all services hereunder as an independent contractor of City.

6. **Compensation.** Alternate Judge and City agree that services will be performed on "as-needed" basis for the City. City agrees to pay Alternate Judge for services rendered herein the sum of $225.00 per hour, plus $50.00 per round trip for travel.

7. **Limitation on Law Practice.** The Alternate Judge is not precluded from performing legal services in maintaining her private practice at law, and nothing construed herein shall preclude her from maintaining her private legal practice to the extent that her private practice does not otherwise conflict with or adversely affect her duties and obligations to the Sealy Municipal Court.

7. **Invoices.** All fees paid to Alternate Judge by City shall be based on invoices submitted to City in writing by Alternate Judge for work performed. While invoices shall be submitted monthly, Payment shall be due in accordance with the City's regular payment practices or upon Termination of this agreement.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the City and Alternate Judge. No agreements, amendments, modification, implied or otherwise, shall be binding on any of the Parties unless approved by the Sealy City Council and set forth in writing and signed by both parties.

CITY OF SEALY, TEXAS

_____
Carolyn Bilski, Mayor

_____
Date

ATTEST:

_____
Sandra Vrablec, City Secretary

_____
Date

ALTERNATE JUDGE

_____
James Gascoyne

_____
Date

RESOLUTION NO. 2026-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEALY, TEXAS, PROVIDING FOR THE APPOINTMENT OF JAMES L. GASCOYNE TO SERVE AS AN ALTERNATE JUDGE FOR SEALY MUNICIPAL COURT.

* * * * *

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

Section 1. That James L. Gascoyne be appointed as a Municipal Court Alternate Judge for a term to commence upon adoption of this resolution and to end May 31, 2026.

Section 2. All resolutions and parts of resolutions, policies, rules, regulations, and practices, written or unwritten, of the City of Sealy inconsistent or in conflict herewith are hereby repealed.

Section 3. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Sealy, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED, APPROVED, AND RESOLVED this 18th day of February 2026.

_____
Carolyn Bilski, Mayor

ATTEST:

_____
Sandra Vrablec, City Secretary

f)

CITY COUNCIL AGENDA ITEM NO: Discussion and possible action to approve a sign project located at approximately 419 Meyer Street, which includes a performance agreement and Sealy EDC funding for a Historic District and Business Improvement Grant in an amount not to exceed $3,000.00.
MEETING DATE: 02.18.2026
PROVIDED BY: SEDC STAFF

STAFF REPORT

DESCRIPTION

This report details the proposed Sign Improvement Project and performance agreement with building owner, Fancy's Properties, LLC, of 419 Meyer Street, a retail location & health spa. The agreement outlines a grant of up to $3,000 to support business expansion expenditures for two (2) new signs. This project will meet the intention of the grant program by improving the business signage and aesthetics of Meyer Street, with an expected capital investment of $11,000. The investment must be at least $6,000 to qualify for the maximum reimbursement. The grant is contingent upon the completion of specific benchmarks and passing the city's final approval of sign installation.

ANALYSIS

The project involves the installation of improved outdoor signage and associated electrical/lighting work for two local businesses: Outrigger Outdoors and Fit & Healthy Health Spa.
The total grant award is a 50% match of eligible expenses, not to exceed $3,000.00 ($1,500.00 per sign).

Project Overview:

The project aims to improve the aesthetics of the Highway 36 corridor and support the retention of employment and local small businesses. Fancy's Properties, LLC intends to upgrade the visual identity and branding of its businesses.

Item	Details
Applicant	Fancy's Properties, LLC
Project Location	419 Meyer Street, Sealy, TX
Total Grant Amount	Up to $3,000.00 ($1,500.00 per sign)
Required Private Investment	At least $6,000.00 ($3,000.00 per sign) to receive full match
Businesses Served	Outrigger Outdoors; Fit & Healthy Health Spa

To ensure the responsible use of public funds, the agreement stipulates the following performance requirements:

Benchmark 1: Completion of Improvements

- Installation of outdoor signage, electrical, and lighting must be completed on or before **August 17, 2026**.
- The applicant must provide receipts and permits to verify expenditures.

Benchmark 2: Ownership & Job Retention

- **Property Ownership:** The applicant must retain ownership of the building for a minimum of two (2) years.
- **Job Retention:** The applicant must ensure the retention of at least three (3) full-time jobs for at least 12 months following the issuance of a Final Inspection of improved signage.

FINANCIAL IMPACT

The financial impact on the Sealy EDC will not exceed $3,000 to be taken from the Historic District and Business Improvement line item that presently has a balance of $149,000 for grant projects during the FY'26 Budget.

RECOMMENDATION

Sealy EDC finds that this project meets the criteria for a "Project" under **Texas Local Government Code Section 505.158**. The improvements will:

1. Enhance the aesthetic appeal of a major Sealy thoroughfare (Hwy 36).
2. Support the small business environment in Sealy
3. Ensure continued employment opportunities within the city.

PROPOSED MOTION

A motion to approve the proposed sign project located at approximately 419 Meyer Street, which includes a performance agreement and Sealy EDC funding for a Historic District and Business Improvement Grant in an amount not to exceed $3,000.00.

FANCY'S PROPERTIES, LLC

SEALY·EDC
TEXAS.USA

Sign Improvement Project

Presented to the SEDC Board by Staff, January 27, 2026
Presented to the City Council February 18th, 2026

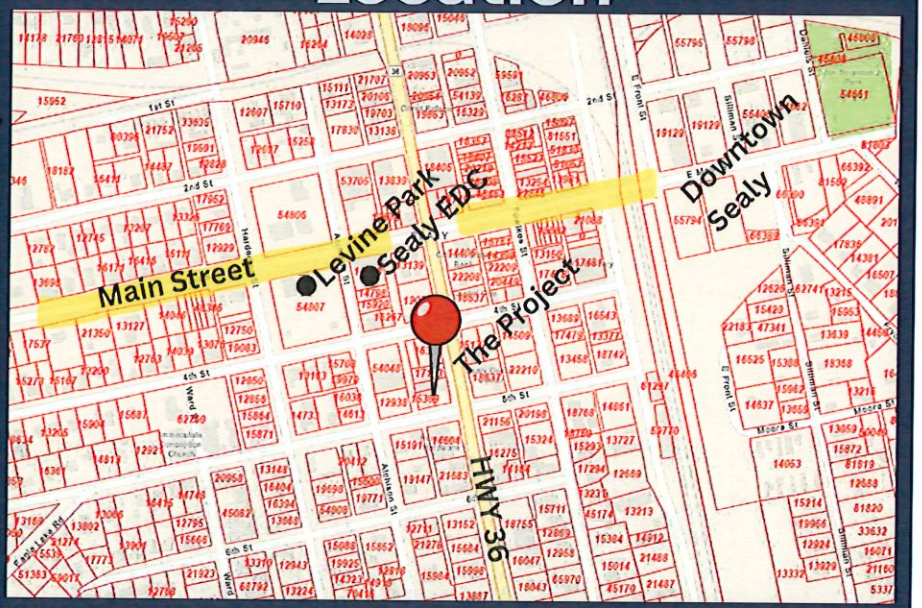
OUTRIGGER OUTDOORS

Fit&Healthy
UNAPOLOGETIC BEAUTY

Project Overview

- The Sign Improvement Project initiated by Fancy's Properties, LLC, the building owner, will enhance the aesthetics of the Highway 36 corridor.
- This project encompasses two new signs for Outrigger Outdoors and Fit & Healthy Health Spa, providing a vital boost to their visual identity, while also supporting the local economy and improving the overall appearance of the area.
- A total projected investment of $11,000.

Location



The property owner has already improved and transformed the building & parking lot

Project Goals

Aesthetics

Enhance the visual appeal of the Hwy 36 corridor, attracting more visitors and customers.

Identity

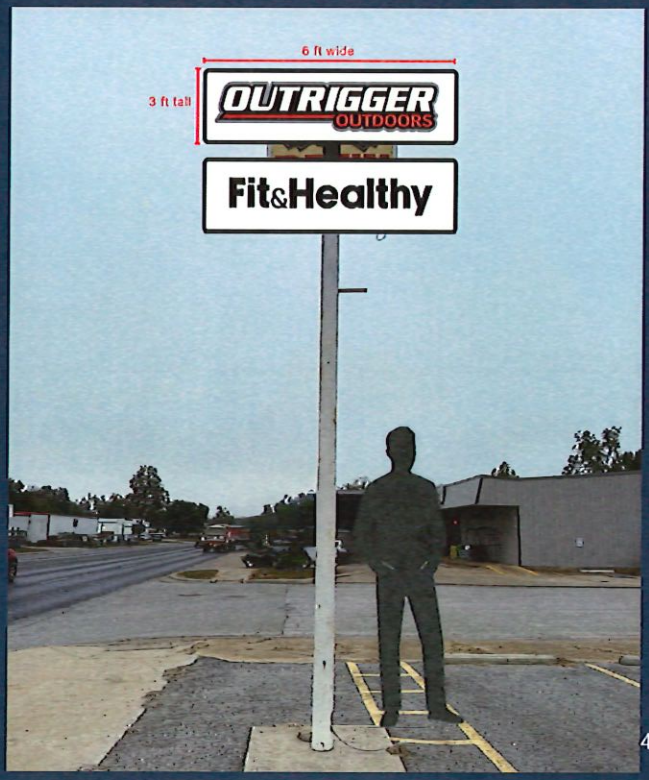
Improve the visual identity of the area, creating a cohesive and inviting environment for all.

Support

Support local small businesses by providing improved signage, promoting community growth, and stability.

Terms

- Investment in signs of at least $3,000 each
- Retains employment (3) Jobs
- Retains building ownership (2) years



Financial Impact

- The financial impact to the Sealy EDC will not exceed **$3,000**
- **A**llocated from the Historic District and Business Improvement budget with a current balance of **$149,000.**
- The Sealy EDC Board recommends this project as it enhances the aesthetic appeal of the Hwy 36 corridor and improves sales tax collections.

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

BETWEEN THE SEALY ECONOMIC DEVELOPMENT CORPORATION

AND FANCY'S PROPERTIES, LLC

STATE OF TEXAS §

§

COUNTY OF AUSTIN §

This Economic Development Performance Agreement (the "Agreement") is between the Sealy Economic Development Corporation, a Section 4B corporation created pursuant to the authority of the Development Corporation Act of 1979, as amended ("EDC"), and Fancy's Properties, LLC, hereinafter sometimes collectively referred to as the "Parties."

RECITALS

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

WHEREAS, pursuant to Texas Local Government Code Section 501.158 of the Development Corporation Act, the EDC may execute performance agreements with certain business enterprises to provide funding or make expenditures of public subsidies on behalf of a business enterprise in furtherance of permissible economic development projects; and

WHEREAS, Fancy's Properties, LLC has requested, and the EDC desires to provide financial assistance to Fancy's Properties, LLC for a sign improvement project ("Project"); and

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

WHEREAS, the EDC finds that the Project constitutes economic investment in the City; and

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

WHEREAS, the commitments contained in this Agreement shall become legally binding obligations enforceable against the Parties upon the EDC and Fancy's Properties, LLC approving and executing this Agreement; and

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

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual benefits and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the EDC and Fancy's Properties, LLC each agree as follows:

DEFINITIONS

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

Grant means the economic development funds the EDC tenders to the Building Owner, Fancy's Properties, LLC, in an amount not to exceed $3,000.00 (THREE THOUSAND DOLLARS), under the conditions of this Agreement.

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

Full-Time Employee (FTE) shall mean an individual employed by a business tenant located at the Project site (419 Meyer Street) who is scheduled to work and works a minimum of thirty-five (35) hours per week for a minimum of 48 weeks per year.

TERMS

1.1. Grant. The EDC agrees to tender a Historic District and Business Improvement grant in an amount not to exceed $3,000 to Fancy's Properties, LLC, for a sign improvement project at approximately 419 Meyer Street that promotes economic development, advertises new businesses, directs citizens and visitors to commercial enterprises, and improves the aesthetics on Highway 36. The improvement will include 1. A sign for Outrigger Outdoors, fishing and hunting retail, and 2. A sign for Fit

& Healthy Health Spa, both located at approximately 419 Meyer Street. The sign improvement will include the installation of new signage, electrical work, and other expenses related to the same. Once the project is complete, the EDC will reimburse Fancy's Properties, LLC, fifty percent of the sign improvement cost, up to $1,500.00 per sign for a total of two signs, one for each business: 1) Outrigger Outdoors and 2) Fit & Healthy Health Spa.

b. Benchmark 1: Building owner shall:

> complete installation of the outdoor sign improvements as shown in Exhibit A. The total investment for each of the two (2) signs shall be at least $3,000.00 to receive the full 50% match of grant funds up to $1,500.00 per sign. If the investment is less than $3,000.00 per sign, the grant will reimburse fifty percent of the cost per sign. If each sign costs more than $3,000.00, the grant amount will remain capped at $1,500.00 per sign. The building owner, Fancy's Properties, LLC, must pass final inspections for the associated signage improvements from the City of Sealy, Texas, which must occur on or before August 17, 2026, in order to receive grant funds.

c. Benchmark 2: Building owner shall:

> retain building ownership and not sell or assign the building to another person or entity for two (2) years. The building owner shall ensure employee/job retention of at least three (3) full-time employees/jobs for at least twelve (12) months after receiving final signage approval from the City of Sealy, Texas. Retention of employees/jobs will be verified by the EDC by means of proof to be determined at the discretion of the EDC Executive Director or Board President, which may include a statement of affidavit from the building owner, Fancy's Properties, LLC.

1.2 Extensions: The EDC Executive Director or, in such absence, the EDC Board President, may extend any timeframes in Section 1.1 for good cause, but in no event shall the Executive Director be authorized to grant an extension for longer than six (6) months. Good causes include, but are not limited to, local, state, or federal economic restrictions or regulations that impose difficulty in operating or leasing the businesses located at approximately 419 Meyer Street.

1.3 Modifications: Any modifications must first receive approval from the Executive Director. The Executive Director may require EDC and City Council approval of a request for modification. Failure to obtain such approval prior to making any such modifications could render the applicant ineligible to receive grant funding. Any modifications that result in legal fees that may be incurred as a result of any legal action required to amend the performance agreement will be the responsibility of the grant recipient.

1.4 Proof of Proper Expenditure. As a condition of this Agreement, Fancy's Properties, LLC shall provide the EDC with a copy of permit(s) and receipt(s) demonstrating the expenditure of funds.

1.5 No Assumption. By executing this Agreement, the EDC assumes no obligation, duty, or other responsibility with regard to any duty, right, obligation, liability, or responsibility associated with the Project for which Fancy's Properties, LLC is responsible, nor does the EDC assume any legal liability for any action, duty, right, obligation, or responsibility of Fancy's Properties, LLC or its successors or assigns by virtue of Fancy's Properties, LLC execution of this Agreement.

1.6 Completion. This Agreement shall be deemed complete upon (1) Fancy's Properties, LLC tendering to the EDC copies of receipts or other invoices demonstrating the expenditures relating to signage, and Fancy's Properties, LLC passing final inspections for sign installations from the City of Sealy; (2) the EDC tendering its grant to Fancy's Properties, LLC, or upon Fancy's Properties, LLC's request, tendering its grant to a third-party on behalf of Fancy's Properties, LLC; and (3) Fancy's Properties, LLC retains 3 full-time employees for twelve (12) months from the date final inspections of signage are passed; and (4) Fancy's Properties, LLC does not sell the property for two (2) years from passing final inspections for signage installations.

1.7 Default. Fancy's Properties, LLC shall be in default under this Agreement if it uses the EDC's grant for any purpose other than for expenditures related to signage. Fancy's Properties, LLC, shall be in default under this agreement if it fails to meet benchmarks: If the building owner fails to maintain at least three (3) full-time jobs for the twelve (12) month period following passage of final inspection, or if the building owner sells or assigns the property within two (2) years of the passage of final inspection, the building owner shall be in default. Upon such default, Fancy's Properties, LLC, shall tender its refund to the EDC, the full $3,000.00 Grant amount (or the portion actually received) within thirty (30) days of a written request from the EDC.

1.8 Undocumented Workers: Building owner certifies that they do not employ nor will they lease to a business that employs any undocumented workers, defined as an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. Fancy's Properties, LLC, must agree that if, after receiving grant funds, they are convicted of a violation under 8 U.S.C. Section 1 324a(f), Fancy's Properties, LLC, shall repay the amount of the grant funds within 120 days after the EDC notifies Fancy's Properties, LLC, of the violation. The EDC shall have the authority to bring a civil action to recover any amounts that Fancy's Properties, LLC, must repay the SDC under this provision, and in such action may recover court costs and reasonable attorney fees.

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

AGREED AND ACCEPTED:

Sealy Economic Development Corp.

_____

By: _____

Its: President

Date:_____

AGREED AND ACCEPTED:

Fancy's Properties, LLC

_____

By: _____

Its:_____

Date:_____

_____

By: _____

Its:_____

Date:_____

Sealy Economic
Development Corporation

Historic District
and
Business
Improvement Grant

APPLICATION

EXHIBIT "A"

Adopted on September 7, 2021

Sealy Economic Development Corporation

4B Sales Tax Corporation

Funding Application for Sealy Historic District and Business Improvement Grant Program

APPLICATION

1. CHOOSE One Project Status:

☐ New Business ☑ Expanding Business ☐ Vacant Building

2. Indicate Jobs Created or Retained:

If existing, current number of full-time employees: 3

If existing, number of full-time on site jobs to be created: 2

If new, number of full-time jobs to be created: _____

3. Complete ALL applicant information:

Company Name: Fancy's Properties / Outrigger Outdoors

Registered Name/DBA, if different from Company Name:

_____

If the Company Name and Registered Name/DBA are different, which of the names will be identified on the W-9 for check payable funding purposes? Fancy's Properties

Physical Address: 419 meyer st, Sealy, TX 77474

Mailing Address: ☐ Same as physical address

☐ Different, as listed:

_____

Primary contact name: Trevor Haechten

Primary contact Email address: trevorh@...3.com

Primary contact Telephone Numbers: *Please check the ☐next to the preferred contact number:*

☐ Office: _____ ☑ Cell: [illegible]

4. Indicate the Building Owner:

☑ Applicant

☐ Other: COMPLETE THE BUILDING OWNER INFORMATION

Name(S): Tre H...

Address: [illegible]

Mailing Address: _____

Phone numbers: _____

Email(s): _____

- ☐ a. *If property owner is not the applicant, ensure that property owner reviews the complete Application and attach Application page 22, Written Consent of Building Owner to Allow Improvement Project.*
- ☐ b. *If requested by EDC, attach proof of ownership of the property*

5. Choose company status:

☑ FOR PROFIT, Sales Tax Generating Business
☐ HYBRID, Primarily Non-Sales Tax Generating Business that may sell products that generate Sales Tax (ex. Hair Salon that sells beauty products, Car Wash that sells car products)
☐ NON-PROFIT *(attach 501(c))*

6. Please respond with a "Yes" or "No" to the following eligibility criteria:

Eligibility Criteria:	YES	NO
Is the business located in the defined Historic/Main Street District, or on a main thoroughfare within Sealy's city limits, to include Highway 36/Meyer, US Highway 90, or Interstate 10?	✓	
Is the business currently open and operating on a main thoroughfare within Sealy's city limits, to include Highway 36/Meyer, US Highway 90, or Interstate 10, or will be within six (6) months of completion of the relevant improvement project?	✓	
Is the business currently open and operating in the Historic Downtown District, or will be within six (6) months of completion of the relevant improvement project?		✓
Is the improvement project for an expanding business in the Historic Downtown District?		✓
Is the improvement project for an expanding business on a Main Thoroughfare in Sealy's city limits, to include Highway 36/Meyer, US Highway 90, or Interstate 10?	✓	
Is the improvement project NEW, not a work in progress?	✓	
Is the business an occupation, profession or trade in the purchase or sale of goods or services in an attempt to make a profit?	✓	
Do you certify that the business, the business owner, or the building owner DO NOT have outstanding financial obligations to the City of Sealy, or ongoing lawsuits with the City of Sealy, or are in any way parties to litigation against the City of Sealy?	✓	
Do you certify that the business and/or property owner are in good financial standing upon verification with the Texas Secretary of State or other means established by the SEDC Executive Director?*	✓	
Is the business/applicant current in Inventory Tax payments?	✓	

** To be verified by SEDC*

version 09.07.21

Fancy's Properties, LLC

Business Tax ID Number: _____

Filing Number: Outrigger 32350 0 Fancy's 40

Federal Employer ID: _____ 0

Sales Tax Certificate Number: 19 723 35 outrigger

Sales Tax Certificate address matches physical address of business in the city limits?

☑ YES ☐ NO

7. Indicate TYPE OF REIMBURSEMENT GRANT requested:

☐ **Historic District Façade improvement** *(matching grant maximum $10,000.00)*

☑ **Main Thoroughfare Business Façade improvement** *(matching grant maximum $10,000.00)*

☑ **Sign Improvement** for businesses located in the Historic District and Main Thoroughfares in Sealy's city limits *(matching grant maximum $1,500.00)*

☐ **ADA Compliance improvement** *(matching grant maximum $1,000.00)*

Describe the details of the project that the EDC should consider as visually appealing improvements that might encourage expanding business activity and generate sales tax income for the City of Sealy & SEDC:

We improved the entire facade of 419 Meyer. We also need a new sign.

☐ *Check box if additional page(s) are attached for the project description*

☐ *Attach pictures, drawings, paint colors, and any supporting documents*

☐ *Attach current/"before" pictures*

8. Contact the City of Sealy Building Permit department at (979) 885-1669 to inquire if a permit is necessary for this project.

Indicate date of call: _____, and name of the City staff that gave you the information: _____

☐ YES, Permit is required and will cost $ _____

HAVE YOU ALREADY SECURED THE PERMIT?

- ☐ YES, it is attached
- ☐ NO, but will send to EDC upon receipt

Sign Company will aquire Permits

☐ NO, Permit is not required

9. Total estimated cost of the described project, *including permit*:

$ _____

10. Attach a *minimum of two bids* for the above described Façade Improvement project:

☐ Bid #1 from: Fast Signs Amount: $ $11,592

☐ Bid #2 from: Core Displays Amount: $ 11,387 + tax

11. Specify all source(s) of funding that have been secured, indicate amount/percentage each source will contribute: *SEDC may not contribute more than 50%, at an amount not to exceed maximum values as indicated in the Historic District and Business Improvement Grant Policy & Guidelines.*

☐ Business owner	$_____ / ____% of project total
☑ Building owner	$ 8,592 / 74 % of project total
☐ Other: _____	$_____ / ____% of project total
☑ SEDC	$ 3,000 / 26 % of project total

12. Has your company received grant funds from EDC in the past? *(to be eligible, a project at the address of the site identified on the application may not have been funded for an improvement grant by SEDC within five (5) years).*

Supply Painters

☑ NO

☐ YES, Date:_____ Amount: $_____

Describe the project that was funded:_____

_____

13. Self - Evaluate the impact of your proposed project on the City of Sealy:

13. Self-Evaluate the impact of your proposed project on the City of Sealy: Impact Standard & Criteria	Point Recommendations	Awarded Points
Economic, Employment & Community Impact		
• Visually appealing and significant improvement in the attractiveness of the location and the level of blight or deterioration removed; eliminates property maintenance code violations or eliminates nuisances resulting in expanded business and customer base. Unique and new design elements of the façade and/or sign project that gives a fresh and updated look to attract attention to the business and area or Mitigates health & safety issues	10	10
• Improvement project generates economic growth & opportunity, new or expanded business opportunity to generate more sales tax or the promotion thereof	10	10
• Paint color/scheme chosen are tasteful and as applicable are consistent with the Sealy Historic District; or the main thoroughfare project improves visitor's first impression of the community. Paint chips/sign, materials/landscaping, materials, drawings, pictures, examples are submitted with application	10	10

• Level of improvement's impact on overall appearance of facility; how noticeable and attention getting	10	10
• Productive life of improvements -- durability and quality of the products used for the improvement to resist exposure to the elements of nature	10	10
• Design is tasteful and enhances the style and overall character of the project area and location	10	10
• Creates or retains full time on-site employment opportunities	10	10
• Creates new lease opportunity; Reuse/repurposing of vacant or underutilized property	10	10
• Amount of additional funding expended by the business, reinvestment in the property tax base	10	10
• Meets Comprehensive Plan goals; Meets identified Priorities; Meets Main Street Strategic Plan goals	10	10
• Level of historical significance of building/area being improved, as applicable; Level of attention to historical architecture (if applicable)	10	
• Improvements will promote tourism and hotel occupancy;	10	
• Increase in foot traffic and use of the building, business or facility by the community;	10	10
• Funding of the ADA compliance project results in providing publicly accessible restrooms to an area of the community that needs them	10	
• Promotes the establishment or expansion of an EDC identified target business; Level of interest/desire for business in the community; Level of value added to the community by the business;	10	10
• OTHER:		

By signing, I agree that all information provided is true and correct and agree to all terms and conditions.

Signature of Applicant (s) — Date: 12/11/25

Signature of Building Owner(s) — Date: 12/11/25

Initials of Building Owner(s)

14. Complete and return all vendor forms so the SEDC can set up your business in the accounting system and be able to process your grant payment upon completion of the project:

1. W-9 (Available at https://www.irs.gov/pub/irs-pdf/fw9.pdf)
2. City of Sealy Vendor Registration Form
3. Electronic Funds Transfer Authorization – if applicable

SEALY
PAWN
Hometown
HARDWARE
ACE
Hardware
Current

OUTRIGGER
3' x 8' DF
lighted sign
Fit&Healthy
3' x 8' DF
lighted sign
ACE
Hardware
3' x 8' DF lighted sign
with pan-formed panels
$11,387 + tax
3' x 8' DF lighted sign
with flat panels
$10,430 + tax
APPROVED BY:
NOTE: Layout at discretion of Art Department.
No; Please Do not alter layout.
Unauthorized use, reproduction, or display that
renders it illegible is up to $100,000
in statutory damages per Willful violation,
plus attorneys fees under the U.S. Copyright Act, 17 U.S.C. 412
CORE
DISPLAYS

OUTRIGGER
3' x 6' DF
lighted sign
Fit&Healthy
3' x 6' DF
lighted sign
ACE
Hardware
3' x 6' DF lighted sign
with pan-formed panels
$9,240 + tax
3' x 6' DF lighted sign
with flat panels
$8,380 + tax
APPROVED BY:
NOTE: Layout at discretion of Art Department.
No; Please do not alter artwork.
Unauthorized use, reproduction, or display shall
result in infringement fees up to $100,000
in statutory damages per infringement,
plus attorneys fees under the U.S. Copyright Act, 17 U.S.C. 412
CORE
DISPLAYS

FASTSIGNS
Make Your Statement

22511 Fwy
Katy, TX 77450
(281) 599-1111

www.fastsigns.com/515

ESTIMATE
E515-174888

Payment Terms: Cash Customer

Created Date: 11/19/2025

DESCRIPTION: Dual-business roadside pole cabinet sign

Bill To: Outrigger Outdoors
419 Meyer Street
Sealy, TX 77474
US

Pickup At: FASTSIGNS
22511 Katy Fwy
Katy, TX 77450
US

Requested By: Trevor Haechten
Email: trevorh@outriggeroutdoors.com
Cell Phone: (512) 507-8389

Salesperson: Prince Spates
Email: prince.spates@fastsigns.com

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	**New Pylon sign (2 Dbl Sided)**	1	$9,915.00	$9,915.00
1.1	Installation -			
2	**Permit Acquisition**	1	$515.00	$515.00
	Cost of sign permit and all associated fees will be added to this invoice after permit is approved and finalized by city/county.			
2.1	Permit Acquisitions -			
	Part Qty: 1			
2.2	Permit -			
	Part Qty: 1 Width: 1.00" Height: 1.00" - Retail Price: $0.00			
3	**NOTE: Electrical Sign Installation**	1	$0.00	$0.00
	Customer is required to provide a dedicated electrical circuit of suitable capacity to within 6 ft of the sign location. If electricity is not available the sign will be installed but not connected and additional charges will be required for a return trip. Timers and/or photocells are not included unless specifically stated on the invoice. Customer shall be responsible and pay for relocation of power or gas lines or other obstacles, and for additional installation or modification costs, including labor and material, incurred by FASTSIGNS due to adverse soil conditions, underground or hidden obstructions. Customer agrees to assume all responsibilities pertaining to required permissions from their landlord for signage, electrical work, and/or construction required to erect or install signs as described in this Estimate or Invoice. The undersigned individual agrees to indemnify FASTSIGNS from any recourse or			

	consequences resultir om their failure to secure landlord approval. Signed: _____ Printed Name: _____ Date: _____			
3.1	NOTE - Part Qty: 1			
4	Engineer Drawing	1	$279.00	$279.00
4.1	Graphic Design - Part Qty: 1 - Hours: 2.2			

Subtotal:	$10,709.00
Taxes:	$883.49
Grand Total:	$11,592.49

Approval of this estimate must be received before work will begin. Please notify us if you are under a deadline for your order. Due to volatility in material pricing, estimates are only valid for 7 days.

ART & COLOR: Vector files are preferred in .AI, .EPS, or .PDF. Please create outlines for any text and embed any images. Raster files will require a minimum of 75 dpi at actual size. If color is to be specific, please specify a PMS color from the solid coated library. If color must match an existing print, please provide a sample.

PAYMENT: Payment is required at the time the order is placed. Any balance is due immediately upon receiving the completed order. Orders must be picked up from our location within 30 days of completion or they may be disposed of. Customers that establish Net 30 billing terms understand that all bills become due and payable thirty days after the invoice date. Any accounts exceeding thirty five days past the invoice date will be considered Cash accounts until all past due invoices are paid.

CANCELLATIONS: Once the estimate has been approved by the customer and put into production, there is no cancellation policy for physical goods. Customer will be responsible for all production costs associated with the order and invoiced accordingly. For installations, we require at least 48 hours notice for cancellations or a cancellation fee may apply. We reserve the right to determine the point at which weather conditions become too adverse to continue work. If FASTSIGNS was hired to acquire sign permits and project is cancelled due to a denied permit application, a refund will be issued less the permit acquisition fee.

VEHICLES: In all estimates, we assume that vehicle surfaces are clean and in good condition. Surfaces that are not clean and in good condition may require additional prep labor and fees may apply. All new paint must be properly cured (minimum 30 days) before vinyl installation.

WARRANTY: For vehicle wraps/graphics, the performance of any film is warranted by the manufacturer and we can provide product bulletins for the film being used on your vehicle upon request. For banners, signs, and all other

products that FASTSIGNS manufa es or installs, there are no manufacturers warranties implied. Please notify us of any defects immediately upon receipt or installation. Once the customer receives the finished product, customer assumes total and complete liability for product.

MARKETING: By proceeding with any order, customer acknowledges that FASTSIGNS may include photos/video of the work completed in our marketing materials including but not limited to our website, social media, and printed brochures as an example of our work. Please notify us in writing/email when you place your order if you do not agree.

ORDINANCES: Customer is responsible for insuring that all signage ordered will meet all necessary regulations & ordinances except for city/county sign permits that FASTSIGNS has been hired to obtain in advance of manufacturing & installation (will appear on estimate/invoice). FASTSIGNS may assist customer but is not responsible for obtaining approvals from private entities such as landlords or community associations. Please inform us of required approvals before placing an order so that we do not begin production until approvals are received.

REMIT: BTB Signs LP dba Fastsigns
22511 Katy Freeway #100
Katy TX 77450

Signature: _____ **Date:** _____

ı Baker
ıeralda ▾

11:01 AM (46 minutes ago

"SCOPE OF WORK" below and the pricing to have this completed. After you review let me know what you think or if you h
ıs. Thanks for this opportunity and I will look forward to hearing back from you real soon. Have a GREAT day.

ıS:
ır Outdoors
er Street
ł, 77474

COPE OF WORK:
rvey the location for exact sizing, access and setbacks. $450
bmit and obtain sign install permit. $550
gineering if needed. $650 not included below.
rmit will be billed for @ cost with NO MARKUP.
ınufacture (2) 3' X 6' double sided LED illuminated pylon sign ID cabinets with polycarbonate faces and a vinyl overlay. Sig
ached to a match plate for installation. $5,900
move and dispose of (1) existing double sided pylon sign cabinet. $550
ıtall (2) 3' X 6' double sided LED illuminated pylon sign cabinets to the existing match plate base steel. $1,150
ıote based on having full access to install during normal business hours with a 65' crane truck.
ıns would come with a photocell to turn off/on at proper night hours.
ı will tie into the existing electrical within 5' of installation for internal illumination.

otal: $8,600 plus tax and permit @ cost

g)

CITY COUNCIL AGENDA ITEM NO: Discussion and possible action to amend the Sealy EDC Bylaws.
MEETING DATE: Wednesday, February 18, 2026
PROVIDED BY: EDC Staff

STAFF REPORT

DESCRIPTION

Consideration and possible action to approve amendments to the Sealy Economic Development Corporation (SEDC) Bylaws that clarify governance procedures, update statutory references, align internal operations with current City practices, and reduce legal and administrative risk.

ANALYSIS

The proposed bylaw amendments are administrative and governance-focused in nature and do not alter the mission, purpose, or statutory authority of the Sealy Economic Development Corporation. The revisions modernize the bylaws, improve clarity, and ensure continued compliance with applicable state law and City operating procedures.

Key areas addressed include clarification of public meeting notice requirements under the Texas Open Meetings Act while preserving internal courtesy notice provisions for directors; alignment of Executive Director roles and reporting relationships with existing City practices. The President's duties are now more comprehensively defined, emphasizing their role as Presiding Officer, particularly in meeting management, agenda oversight, and adherence to parliamentary authority. There are updates to financial administration provisions to reflect City depository, budgeting, and internal control policies; and technical and structural edits to improve readability and long-term maintainability.

Collectively, these changes represent governance, housekeeping, and risk reduction rather than a change in policy direction.

FINANCIAL IMPACT

There is no fiscal impact associated with approval of the amended bylaws. The proposed changes do not authorize new expenditures, modify revenue sources, or affect the Corporation's existing budget or financial commitments.

RECOMMENDATION

The Sealy EDC Board recommends approval of the amended Bylaws as presented.

Bylaw Amendments – Overview

Modernize SEDC governance to clarify governance procedures, update statutory references and align internal operations with current City practices.

Nature of Amendments:

Administrative Focus: Revisions are "governance housekeeping" and do not change the SEDC mission or statutory authority.

Legal Compliance: Updates statutory references to ensure alignment with the Texas Open Meetings Act and state law.

Key Areas of Change

- **Meetings**: Clarifies public notice requirements while maintaining internal courtesy notices for directors.
- **Leadership:** Realigns the Executive Director's role and reporting relationships with established City practices. The President's duties are now more comprehensively defined, emphasizing their role as Presiding Officer, particularly in meeting management, agenda oversight, and adherence to parliamentary authority.
- **Financials:** Updates internal control, budgeting, and depository provisions to match City policies.
- **Usability:** Technical edits to improve readability and long-term maintainability.

1. Clarification 3.07 Notice of Meetings

3.07 The Board of Directors shall be considered a "governmental body" within the meaning of Texas Government Code, Sec. 551.001, and all meetings, notices of meetings, and deliberations shall be called, convened, held, conducted, and given in accordance with the provisions of Texas Government Code, Chapter 551 (The Texas Open Meetings Act). The notice for each meeting must be posted for at least three business days before the scheduled date of the meeting. ~~In additionto the posting of a meeting noticein accordance with these Bylaws and the Texas Open Meetings Act, a copy of each such meeting notice shall be delivered to each Director not less than seventy-two (72) hours beforethe time of the meeting. The notice shall state the place,date, and time of the meeting. A meeting noticeshall be deemed delivered to any Director when deposited in the UnitedStates mail addressed to the Director at his or heraddress as it appears on the recordsof the Corporation, hand deliveryto his or her address or by electronic mail (e-mail) at his or her email address provided by the City Secretary. Such additional notice may be waived in writing by a Director entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.~~

2. Clarification and Details (not of annual revenues) but all revenues of the organization.

3.09 The corporation may spend not more than 10 percent of the corporate its annual the Corporate revenues for promotional purposes in any given year. The 10 percent is cumulative of all revenues paid to the Corporation and does not impose the 10 percent limit to revenues paid only during a specific time period. The corporation may consistently carry over unspent revenues from the previous fiscal year to the following fiscal year.

Definition of Promotional Purposes: What does this mean? Texas Attorney General Opinion GA-0086

- Cumulative Nature (Annual): the Attorney General has interpreted this to mean a corporation may spend up to 10 percent of its annual revenues, or it may set aside funds in a dedicated "promotional purposes account".
- Unexpended Funds: If a corporation did not use its full 10 percent promotional allowance in previous years, use those specifically "set aside" or "unexpended" funds in later years in addition to the current year's 10 percent, depending on strict,, documented budgeting.

3. Clarification of role of the president in more detail

President

4.05 ~~The president shall be the chief executive Presiding Officer of the Corporation, and must be elected from among the members of the Board of Directors. The president shall supervise and control the business and affairs of the Corporation's Board of Directors and must be elected from among the members of the board. The president shall preside at all meetings of the Board of Directors. The president shall execute all documents and agreements affecting the corporation, except where such power is expressly delegated to another officer of the Corporation or the Executive Director.~~

Moved highlighted struck wording to 5.01: Contracts and Agreements

~~The president shall perform other duties prescribed by the Board of Directors and all duties incident to the office of the president.~~

The President shall serve as the Presiding Officer of the Corporation and shall be elected from among the members of the Board of Directors. The President shall preside over the business and affairs of the Board and is responsible for facilitating proceedings in accordance with established rules and procedures.

In this capacity, the President's duties shall include, but are not limited to:

- Meeting Management: Formally opening and adjourning meetings.
- Agenda Oversight: Guiding the progress of the agenda and maintaining the flow of business.
- Order and Decorum: Recognizing speakers, maintaining order, and ensuring respectful deliberation.
- Parliamentary Authority: Handling motions, putting items to a formal vote, and ruling on matters of procedure.

The President shall also perform all duties incident to the office and such other duties as may be prescribed by the Board of Directors from time to time.

4.05

Complies with Attorney General Opinion GA-0086

4. Clarification of the role of the Executive Director and Removal & Absence

4.09 There may be an Executive Director of the Corporation who shall ~~be responsible for the~~ perform, direct, and ~~administeration of~~ all the daily operations and affairs of the Corporation~~,~~ and who ~~The Executive Director~~ shall be an employee of the City of Sealy, Texas, and a Department Director. The Board may make a recommendation to the City Manager regarding the Executive Director candidate to be employed. As an employee and Department Director of the City, the City Manager shall ~~employ~~, appoint, suspend, or ~~discharge~~ remove the Executive Director in consultation with the Board and with the concurrence of the City Council. ~~The Executive Director shall perform and direct the daily administrative operations of the Corporation.~~ The Executive Director shall be reviewed by the Board of Directors on an annual basis and shall be reviewed by the City Manager on an annual basis. The Executive Director shall receive compensation as approved by the budget. The Executive Director shall provide quarterly reports to the City Council and shall meet with the City Manager twice a month to facilitate communication between the two entities.

In case of the absence or disability of the Executive Director, the Deputy Executive Director would perform the duties of the Executive Director unless the Board appoints an Interim Executive Director.

~~*(Amended 1.22.19, 5.12.21)*~~ *(CM dismiss Director found on Charter page 10 #2)*

5. Moved 4.05 under Article V and cleaned up to coincide with the City policies and statutes and greater flexibility tied to statute changes.

Moved the highlighted wording from 4.05

5.01 The president shall execute all documents and agreements affecting the corporation, except where such power is expressly delegated to another officer of the Corporation or the Executive Director. The Board of Directors may, by formal action or resolution, authorize any officer or agent of the Corporation to enter into a contract, agreement, or execute and deliver any instrument in the name of or on behalf of the Corporation. This authority may be limited to a specific contract, agreement, or instrument, or it may extend to any number and type of contracts, agreements, and instruments.

Depository

5.02 The Corporation contracts with the City for staff support and the provision of treasury services. As such, the Corporation follows the City's depository policy, which states,

"Pursuant to state statute, the City may approve a depository services contract for a term up to five years. The City typically establishes the contract for depository services for an initial term of three years with the option to renew annually in each of the remaining two years. The City shall select a depository through a formal bid process in order to provide the City with the most comprehensive, flexible, and cost-effective banking services available."

5. Moved 4.05 under Article V and cleaned up to coincide with the City policies and statutes and greater flexibility tied to statute changes.

5. Continued...
Depository 5.02

~~The Sealy EDC utilizes the City of Sealy's depository services.~~ ~~The city's policy further states that the City may approve a depository services contract for a term of up to five (5) years. The City typically establishes the contract for depository services for an initial term of three (3) years with the option to renew annually in each of the remaining two years. The City shall select a depository through a formal bid process in order to provide the City with the most comprehensive, flexible, and cost-effective banking services available.~~ ~~The Board of Directors of the Corporation shall according to the investment policy designate a depository bank. All funds of the corporation shall be deposited with the depository bank.~~ All checks, drafts, or orders of payment of money, notes, or other evidence of indebtedness issued in the name of the Corporation shall be signed by two (2) of the following: President, Vice-President, Treasurer, or Executive Director.

5. Continued...

5.03

Annual Corporation Budget & Fiscal Year

The Executive Director ~~shall,~~ on behalf of the Board, shall prepare a ~~proposed~~ ~~annual~~ budget of ~~expected~~ proposed revenues and ~~proposed~~ expenditures for the ~~next~~ ensuing fiscal year, and within a time frame to be specified by the City Manager for inclusion in the City's annual budgeting process. The budget shall contain such classifications and ~~shall be in such~~ form as may be prescribed ~~from time to time~~ by the City Council. The budget shall not be effective until ~~the same has been~~ approved by the Board and the City Council. ~~who shall annually review the financial status of the corporation. The proposed budget shall be submitted to the City Council within a time frame to be specified by the City Manager for inclusion in the City's annual budgeting process.~~ The fiscal year of the Corporation shall begin on the first day of October and end on the last day of September. **(MOVED HERE FROM 7.01)**

6. Article VI rewrote to coincide with state and federal law so, do not have change continually.

Required Books and Records

6.01 The Corporation shall keep correct and complete books and records of accounts and activity in accordance with state and federal law. ~~for a minimum of five (5) years~~. The Corporation's books and records shall include:

Audit

6.03 The Board of Directors shall provide for the cost of an annual independent ~~annual~~ audit of the Corporation's books. ~~provided, further, that an~~ The annual audit may be ~~conducted by the City Council of the Corporation's books and records~~ in conjunction with the annual audit of the City of Sealy. ~~City's books and records shall be sufficient.~~ The Sealy City Council ~~of the City of Sealy, Texas,~~ may at any time require an independent audit of the Corporation's books to be conducted.

7. Article VII Removed and Intentionally Left Blank. Language moved to 5.03 Annual Corporation Budget and Fiscal Year

The End

AMENDED BYLAWS
OF
SEALY ECONOMIC DEVELOPMENT CORPORATION

These Bylaws govern the affairs of the SEALY ECONOMIC DEVELOPMENT CORPORATION (the "Corporation"), a nonprofit development corporation created pursuant to the Development Corporation Act of 1979, now Chapters 501 ~~through 505~~, 502, and 505 of the Texas Local Government Code (the *"Act"*) as amended, and other applicable laws.

ARTICLE 1

PURPOSE AND POWERS

Purpose

1.01 The Corporation is incorporated as a nonprofit corporation for the purpose set forth in the Articles of Incorporation. The Corporation acts on behalf of the City of Sealy, Texas, in furtherance of the public purpose of the Act and may engage in any project authorized under Type B of the Act. The Corporation is a nonprofit corporation as defined by the Internal Revenue Code of 1986, as amended, and the applicable rulings of the Internal Revenue Service of the United States prescribed and promulgated thereunder. For the purposes of Chapter 101, Texas Civil Practices and Remedies Code, the Corporation is a governmental unit, and its actions are governmental functions. The Corporation shall not be a political subdivision or a political corporation within the meaning of the Constitution and the laws of the State of Texas, including, without limitation, Article 111, Section 52 of the Texas Constitution.

Powers

1.02 In fulfillment of its corporate purpose, the Corporation is a Type B corporation and shall be governed by the Act and specifically Chapter 505 of the Texas Local Government Code, and shall have all the powers set forth and conferred in its Articles of Incorporation, in the Act, and in other applicable law, subject to the limitations prescribed therein and herein and to the provisions thereof the hereof.

ARTICLE II

OFFICES

Principal Office

2.01

(a) The principal office and the registered office of the Corporation shall be the registered office of the Corporation specified in the Articles of Incorporation. The office of the registered agent shall always be within the boundaries of the City of Sealy.

(b) The Corporation shall have and shall continually designate a registered agent at its registered office, as required by the Act. The registered agent shall be a resident of the State of Texas. The Board of Directors may, from time to time, change the registered office and the registered agent as permitted by law.

ARTICLE III

BOARD OF DIRECTORS

Management of the Corporation

3.01 The property and affairs of the Corporation shall be managed and controlled by a Board of Directors (the "Board") and, subject to the restrictions imposed by the Economic Development Corporation Act of 1979, by the Articles of Incorporation, and by these Bylaws, the Board shall exercise all the powers of the Corporation.

Number, Qualifications, and Tenure of Directors

3.02 The Board of Directors shall consist of seven (7) members who are appointed by the governing body of the City of Sealy, for staggered two (2) year terms of office. Each director must reside within the City of Sealy, Texas. Not more than two (2) directors or less than one (1) shall be persons who are members of the City Council of the City of Sealy. As provided by State law, Texas Local Government Code §505.052(c), three directors of a Type B corporation must be persons who are not employees, officers, or members of the authorizing municipality.

The terms of four (4) directors shall begin on June 1 of each even-numbered year, and expire on May 31 of the next following even year. The terms of three (3) directors shall begin June 1 of each odd-numbered year, and expire on May 31 of the next following odd-numbered year. All directors shall hold over until their successors are appointed unless a director is removed by the City Council.

Vacancies

3.03 A vacancy occurring upon the Board of Directors shall be filled for the unexpired term by appointment by the governing body of the City of Sealy. If a director is absent for three regular consecutive meetings, the director's office is considered vacant unless the director is sick or has first obtained a leave of absence at a regular meeting.

Annual Meeting

3.04 The Annual Meeting of the Board of Directors shall be held during the month of June for seating newly appointed directors and the election of officers.

Regular Meetings

3.05 Regular meetings of the Board shall be held at such dates, ~~and~~ times, and places as designated by the Board. The meeting shall be held within the City of Sealy, Texas, at the principal offices of the Corporation or at such other location as the Board of Directors may designate.

Special Meetings

3.06 Special meetings of the Board of Directors may be called at the request of the president or by any two (2) directors. The person(s) calling a special meeting shall fix the time and location of the meeting. The person(s) calling a special meeting shall notify the secretary of the Corporation of the information required to be included in the notice of the meeting.

Notice of Meetings

3.07 The Board of Directors shall be considered a "governmental *body"* within the meaning of Texas Government Code, Sec. 551.001, and all meetings, notices of meetings, and deliberations shall be called, convened, held, conducted, and given in accordance with the provisions of Texas Government Code, Chapter 551 (The Texas Open Meetings Act). The notice for each meeting must be posted for at least three business days before the scheduled date of the meeting. ~~In addition to the posting of a meeting notice in accordance with these Bylaws and the Texas Open Meetings Act, a copy of each such meeting notice shall be delivered to each Director not less than seventy-two (72) hours before the time of the meeting. The notice shall state the place, date, and time of the meeting. A meeting notice shall be deemed delivered to any Director when deposited in the United States mail addressed to the Director at his or her address as it appears on the records of the Corporation, hand delivery to his or her address or by electronic mail (e-mail) at his or her email address provided by the City Secretary. Such additional notice may be waived in writing by a Director entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.~~

Quorum

3.08 Four (4) Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. No business shall be conducted, nor shall any action be taken by the Board of Directors in the absence of a quorum. The action of the majority of the Directors who are present and eligible to vote upon a matter shall be the act of the Board of Directors.

Powers and Duties of the Board of Directors

3.09

a) Directors shall exercise ordinary business judgment in managing the affairs of the Corporation. In acting in their official capacity as directors of the Corporation, directors shall act in good faith and take actions they reasonably believe to be in the best interest of the Corporation and which are lawful, and shall refrain from actions not in the best interest of the Corporation or which would be unlawful. The corporation shall have all the powers granted by Chapter 505 of the Texas Local Government Code and the Development Corporation Act and is subject to the limitations of a corporation created under another provision of the Act.

b) The corporation may contract with another private corporation to:
   (1) carry out an industrial development program or objective; or
   (2) assist with the development or operation of any economic development program or objective consistent with the purposes and duties specified by the Act.

c) The corporation may spend not more than 10 percent of ~~the corporate its annual~~ the Corporate revenues for promotional purposes in any given year. The 10 percent is cumulative of all revenues paid to the Corporation and does not impose the 10 percent limit to revenues paid only during a specific time period. The corporation may consistently carry over unspent revenues from the previous fiscal year to the following fiscal year. ~~in accordance with (Attorney General Opinion GA-0086).~~

d) The Board shall periodically submit reports to the City Council as to the status of its activities in carrying out its obligations under this Section.

e) Not later than ~~February~~ April 1 of each year, the board shall submit a report to the Comptroller, including all information required by Texas Local Government Code §502.151.

f) Any and all agreements between the Corporation and other parties shall be authorized, executed, approved, and delivered in accordance with applicable law.

g) The corporation may exercise the power of eminent domain only:
   (1) on approval of the action by the governing body of the authorizing municipality; and
   (2) in accordance with and subject to the laws applicable to the authorizing municipality.

Removal of Directors

3.10 The Board of Directors and each member thereof serves at the pleasure of the City Council of the City of Sealy, Texas, which may remove any director at any time, either with or without cause.

Committees of Directors

3.11 The Board of Directors may appoint persons to serve on a standing or ad hoc committee. Committee members need not be Directors of the Corporation unless required by these Bylaws or a resolution. Such committees shall have the powers, duties, and responsibilities established by the Board. The committees shall keep regular minutes of their meetings and report the same to the Board of Directors when required. The action of such a committee shall not constitute action by the board.

ARTICLE IV

OFFICERS

Officer Positions

4.01 The officers of the Corporation shall be president, vice president, a secretary, and a treasurer. The Board of Directors may create additional officer positions, define the authorities and duties of such additional positions, and appoint persons to fill such positions.

Election and Terms of Officers

4.02 The president and officers of the Corporation shall be elected annually by the Board of Directors at the regular Annual Meeting.

Removal of Officers

4.03 Any officer may be removed by the Board of Directors at any time, with or without good cause. The removal of an officer does not also result in the removal of such person as a director of the Corporation.

Vacancies of President, Vice President, Secretary, and Treasurer

4.04 A vacancy in any office may be filled by the Board of Directors for the unexpired portion of the officer's term.

President

4.05 ~~The president shall be the chief executive Presiding Officer of the Corporation, and must be elected from among the members of the Board of Directors. The president shall supervise and control the business and affairs of the Corporation's Board of Directors and must be elected from among the members of the board. The president shall preside at all meetings of the Board of Directors. The president shall execute all documents and agreements affecting the corporation, except where such power is expressly delegated to another officer of the Corporation or the Executive Director.~~

Moved highlighted, struck wording to 5.01: Contracts and Agreements

~~The president shall perform other duties prescribed by the Board of Directors and all duties incident to the office of the president.~~

The President shall serve as the Presiding Officer of the Corporation and shall be elected from among the members of the Board of Directors. The President shall preside over the business and affairs of the Board and is responsible for facilitating proceedings in accordance with established rules and procedures.
In this capacity, the President's duties shall include, but are not limited to:

- Meeting Management: Formally opening and adjourning meetings.
- Agenda Oversight: Guiding the progress of the agenda and maintaining the flow of business.
- Order and Decorum: Recognizing speakers, maintaining order, and ensuring respectful deliberation.
- Parliamentary Authority: Handling motions, putting items to a formal vote, and ruling on matters of procedure.

The President shall also perform all duties incident to the office and such other duties as may be prescribed by the Board of Directors from time to time.

Vice-President

4.06 When the president is absent, is unable to act, or refuses to act, the vice president shall perform the duties ~~as~~ of the president. When acting in place of the president, the vice president shall have all the powers and duties of the president and be subject to all of the limitations and restrictions placed upon the president. The vice president must be elected from among the members of the board.

Secretary

4.07 The Secretary shall:

a) Give all notices as provided in the Bylaws or as required by law.
b) Take minutes of the meetings of the Board of Directors and keep the minutes as part of the corporate records.
c) Maintain custody of the corporate records, authenticate corporate documents, and affix the seal of the Corporation as required.
d) Keep a register of the mailing addresses of each director and officer of the Corporation.
e) Perform duties as assigned by the president or Board of Directors.
f) Perform all duties incident to the office of secretary. The secretary may either be elected from among the members of the board or at the option of the Board, be persons other than the members of the Board, and/or may be employees of the City.

Treasurer

4.08 The Treasurer shall:

a) Have charge and custody of and be responsible for all funds and securities of the Corporation.
b) Receive and give receipts for money due and payable to the Corporation from any source.
c) Deposit all monies in the name of the Corporation in banks, trust companies, or other depositories as shall be selected by the Board of Directors.
d) Write checks and disburse funds to discharge obligations of the Corporation.
e) Maintain the financial books and records of the Corporation.
f) Prepare financial reports at least annually.
g) Perform other duties as assigned by the Board of Directors
h) Perform all duties incident to the office of treasurer. The treasurer may be either elected from among the members of the board or, at the option of the Board, be persons other than the members of the Board, and/or may be employees of the City.

Executive Director

4.09 There may be an Executive Director of the Corporation who shall ~~be responsible for the~~ perform, direct, and administer~~ation of~~ all the daily operations and affairs of the Corporation~~.~~, and who ~~The Executive Director~~ shall be an employee of the City of Sealy, Texas, and a Department Director. The Board may make a recommendation to the City Manager regarding the Executive Director candidate to be employed. As an employee and Department Director of the City, the City Manager shall ~~employ~~, appoint, suspend, or ~~discharge~~ remove the Executive Director in consultation with the Board and with the concurrence of the City Council. ~~The Executive Director shall perform and direct the daily administrative operations of the Corporation.~~ The Executive Director shall be reviewed by the Board of Directors on an annual basis and shall be reviewed by the City Manager on an annual basis. The Executive Director shall receive compensation as approved by the budget. The Executive Director shall provide quarterly reports to the City Council and shall meet with the City Manager twice a month to facilitate communication between the two entities.

In case of the absence or disability of the Executive Director, the Deputy Executive Director would perform the duties of the Executive Director unless the Board appoints an Interim Executive Director. ~~*(Amended 1.22.19, 5.12.21)*~~ *(CM dismiss Director found on Charter page 10 #2)*

ARTICLE V

TRANSACTIONS OF THE CORPORATION

Contracts, Documents, and Agreements

Moved the highlighted wording from 4.05

5.01 The president shall execute all documents and agreements affecting the corporation, except where such power is expressly delegated to another officer of the Corporation or the Executive Director. The Board of Directors may, by formal action or resolution, authorize any officer or agent of the Corporation to enter into a contract, agreement, or execute and deliver any instrument in the name of or on behalf of the Corporation. This authority may be limited to a specific contract, agreement, or instrument, or it may extend to any number and type of contracts, agreements, and instruments.

Depository

5.02 The Corporation contracts with the City for staff support and the provision of treasury services. As such, the Corporation follows the City's depository policy, which states,

> *"Pursuant to state statute, the City may approve a depository services contract for a term up to five years. The City typically establishes the contract for depository services for an initial term of three years with the option to renew annually in each of the remaining two years. The City shall select a depository through a formal bid process in order to provide the City with the most comprehensive, flexible, and cost-effective banking services available."*

~~The Sealy EDC utilizes the City of Sealy's depository services. The city's policy further states that the City may approve a depository services contract for a term of up to five (5) years. The City typically establishes the contract for depository services for an initial term of three (3) years with the option to renew annually in each of the remaining two years. The City shall select a depository through a formal bid process in order to provide the City with the most comprehensive, flexible, and cost-effective banking services available. The Board of Directors of the Corporation shall according to the investment policy designate a depository bank. All funds of the corporation shall be deposited with the depository bank.~~ All checks, drafts, or orders of payment of money, notes, or other evidence of indebtedness issued in the name of the Corporation shall be signed by two (2) of the following: President, Vice-President, Treasurer, or Executive Director.

Annual Corporation Budget & Fiscal Year

5.03 The Executive Director ~~shall,~~ on behalf of the Board, shall prepare a ~~proposed annual~~ budget of ~~expected~~ proposed revenues and ~~proposed~~ expenditures for the ~~next~~ ensuing fiscal year, and within a time frame to be specified by the City Manager for inclusion in the City's annual budgeting process. The budget shall contain such classifications and ~~shall be in such~~ form as may be prescribed ~~from time to time~~ by the City Council. The budget shall not be effective until ~~the same has been~~ approved by the Board and the City Council. ~~who shall annually review the financial status of the corporation. The proposed budget shall be submitted to the City Council within a time frame to be specified by the City Manager for inclusion in the City's annual budgeting process.~~ The fiscal year of the Corporation shall begin on the first day of October and end on the last day of September. **(MOVED HERE FROM 7.01)**

Staff Support

5.04 The Corporation may contract with the City to provide financial and other services for the Corporation upon terms, conditions, and compensation as mutually agreeable.

Gifts

5.05 The Board of Directors may accept on behalf of the Corporation any gift or bequest provided for the general purposes of or for any special purpose of the Corporation.

Prohibited Acts

5.06 As long as the Corporation is in existence, no director, officer, or committee member of the Corporation shall:

a) Do any act in violation of the bylaws or binding obligations of the Corporation.

b) Do any act with the intention of harming the Corporation or any of its operations.

c) Do any act that would make it impossible or unnecessarily difficult to carry on the intended or ordinary business of the Corporation.

d) Receive an improper personal benefit from the operation of the Corporation.

e) Use the assets of the Corporation, directly or indirectly, for any purpose other than conducting the business of the Corporation.

f) Wrongfully transfer or dispose of Corporation property, including intangible property such as goodwill.

g) Use the name of the Corporation (or any substantially similar name) or any trademark or trade name adopted by the Corporation, except on behalf of the Corporation in the ordinary course of the Corporation's business.

h) Disclose any of the Corporation's business practices, trade secrets, or any other information not generally known to the business community or to any person not authorized to receive it.

i) Commit Corporation funds without prior approval of the Board of Directors.

j) Incur a financial obligation that cannot be paid from:

   1) Bond proceeds;
   2) revenue realized from the lease or sale of a project;
   3) Revenue realized from a loan made by the corporation to wholly or partly finance or refinance a project; or
   4) money granted under a contract with a municipality under section 380.002 of the Texas Local Government Code.

ARTICLE VI

BOOKS AND RECORDS

Required Book and Records

6.01 The Corporation shall keep correct and complete books and records of accounts and activity in accordance with state and federal law. ~~for a minimum of five (5) years~~. The Corporation's books and records shall include:

a) A file endorsed copy of all documents filed with the Texas Secretary of State relating to the Corporation, including, but not limited to, the Articles of Incorporation, any Articles of Amendment, Restated Articles, Articles of Merger, Articles of Consolidation, and statement of change of registered office or agent.
b) A copy of the Bylaws and any amended versions or amendments to the Bylaws.
c) Minutes of the proceedings of the Board of Directors.
d) A list of names and addresses of the directors and officers of the Corporation. In accordance with the Texas Government Code §552.024 & §552.117, a Director may request (in writing) that the Corporation not reveal their home address or home phone number.
e) A financial statement showing the assets, liabilities, and net worth of the Corporation.
f) A financial statement showing the income and expenses of the Corporation.
g) All rulings, letters, and other documents relating to the Corporation's federal, state, and local tax status.
h) The Corporation's federal, state, and local information or income tax returns for each of the Corporation's tax years.

Records Open to Public

6.02 The Corporation shall be considered a "governmental body" within the meaning of Chapter 552, Texas Government Code. All records of the Corporation shall be made available to the public for inspection or reproduction in accordance with the requirements of the Texas Government Code, Chapter 552 ("The Texas Public Information Act").

Audit

6.03 The Board of Directors shall provide for the cost of an annual independent ~~annual~~ audit of the Corporation's books. ~~provided, further, that an~~ The annual audit may be conducted ~~by the City Council of the Corporation's books and records~~ in conjunction with the annual audit of the City of Sealy. ~~City's books and records shall be sufficient.~~ The Sealy City Council ~~of the City of Sealy, Texas,~~ may at any time require an independent audit of the Corporation's books to be conducted.

~~ARTICLE VII~~

Remove here and move Fiscal Year to 5.03

~~FISCAL YEAR~~

~~7.01 The fiscal year of the Corporation shall begin on the first day of October and end on the~~

~~last day of September~~
Article VII is intentionally left blank.

ARTICLE VIII

AMENDMENTS TO BYLAWS

8.01 The Bylaws may be altered, amended, or repealed by the Board of Directors with the consent and approval of the City Council of the City of Sealy, Texas, as evidenced by a resolution with the Bylaws attached.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Legal Authorities Governing Construction of Bylaws

9.01 The Bylaws shall be construed in accordance with the laws of the State of Texas. All references in the Bylaws to statutes, regulations, or other~~s~~ sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time. It is expressly provided that the provisions of the Development Corporation Act applicable to corporations governed under Chapter 505 of the Texas Local Government Code are incorporated within these Bylaws by reference. In the event of any conflict between the applicable provisions of the Development Corporation Act and these Bylaws, then the applicable provisions of such Act shall control.

Legal Construction

9.02 If any Bylaw provision is held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision, and the Bylaws shall be construed as if the invalid, illegal, or unenforceable provision had not been included in the Bylaws.

Headings

9.03 The headings used in the Bylaws are used for convenience and shall not be considered in construing the terms of the Bylaws.

Seal

9.04 The Board of Directors may provide for a Corporation seal. Such seal shall contain the

words "Sealy Economic Development Corporation" and "Texas".

Parties Bound

9.05 These Bylaws shall be binding upon and inure to the benefit of the directors, officers, and agents of the Corporation and their respective heirs, executors, administrators, legal representatives, successors, and assigns except as otherwise provided in the Bylaws.

Effective Date

9.06 These Bylaws, and any subsequent amendments hereto, shall be effective as of and from the date on which approval has been given by both the Board of Directors and the City Council of the City of Sealy, Texas.

Indemnification of Directors, Officers, and Employees

9.07

a) As provided in the Act and in the Articles of Incorporation, the Corporation is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit, and its actions are governmental functions.

b) The Corporation shall have the power to indemnify any director or officer or former director or officer of the Corporation for expenses and costs (including attorneys' fees) actually and necessarily incurred by him/her in connection with any claim asserted against him/her by action in court or otherwise by reason of his/her being or having been such director or officer, except in relation to matters as to which he/she shall have been found guilty of negligence or misconduct in respect of the matter in which indemnity is sought.

Corporation May Provide Insurance

9.08 With the consent of the City Council, the corporation may obtain insurance and benefits as provided by Texas Local Government Code§S0l.067, including liability insurance. The premiums for such insurance shall be paid for by the Corporation.

Dissolution of the Corporation

9.09 The Corporation is a nonprofit corporation. Upon dissolution, all of the Corporation's assets shall be distributed to the City of Sealy.

Service of Process

9.10 The president, vice-president, and the registered agent of the Corporation shall be agents of such corporation upon whom any process, notice, or demand required or permitted by law to be serviced upon the Corporation may be served.

Liability

9.11 The following are not liable for damages arising from the performance of a government function of the corporation or the City of Sealy:

1) the corporation;
2) a director of the corporation;
3) the City of Sealy;
4) a member of the City Council of the City of Sealy; or
5) an employee of the corporation or City.

CERTIFICATE OF SECRETARY

I certify that I am the acting secretary of the SEALY ECONOMIC DEVELOPMENT CORPORATION, and the foregoing Amended Bylaws constitute the Bylaws of the Corporation. These Bylaws were duly adopted at a meeting of the Sealy EDC Board of Directors held on the 23rd day of April, 2025, and by the Sealy City Council Meeting held on the 7th day of May, 2025, and subsequently amended and approved at a meeting of the Sealy EDC Board of Directors held on January 27, 2026. Then approved by resolution and ratified by the City Council of the City of Sealy, Texas, at a meeting held on February 17, 2026. Then Signed this _____ day of February, 2026

_____
SECRETARY OF THE CORPORATION

RESOLUTION 2026 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEALY, TEXAS APPROVING THE AMENDED BYLAWS OF THE SEALY ECONOMIC DEVELOPMENT CORPORATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

* * * * * * * * * * *

WHEREAS, the Sealy Economic Development Corporation ("SEDC") approved amendments to the SEDC Bylaws at the January 27, 2026, meeting; and

WHEREAS, the City Council of the City of Sealy, Texas, is required to approve any and all amendments to the SEDC Bylaws;

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

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

SECTION 2. The Sealy City Council hereby approves the SEDC amended Bylaws, which are attached hereto as Exhibit "A" and incorporated herein for all purposes.

SECTION 3. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Sealy, Texas declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

SECTION 4. That this Resolution shall be in full force and effect upon passage.

PASSED AND APPROVED ON this 18th day of February 2026.

_____

Carolyn Bilski, Mayor

ATTEST:

Sandra Vrablec, City Secretary

h)

AGENDA ITEM NO:

Discussion and Possible Action regarding approval of a contract for VOIP Services with RingCentral, Inc.

SUBMITTED BY: Jennifer Matura, Finance/HR Director

MEETING DATE: February 18th, 2026

STAFF REPORT

SUMMARY

The City's current VOIP phone system is scheduled to be discontinued on June 24, 2026, following the end-of-life of the MiCloud by RingCentral platform. To ensure continuity of services, staff has evaluated available alternatives with assistance from our third-party IT provider, Blue Iron. Based on cost and ease of transition, staff recommends proceeding with a 36-month agreement with RingCentral for RingEx services, contingent upon resolution of legal terms identified by the City Attorney.

ANALYSIS

In June 2021, City Council approved entering into a contract with Mitel MiCloud Connect Services after the prior phone system reached end-of-life in December of 2020. The initial contract term was for 36 months, with subsequent 12-month renewals in August 2024 and August 2025.

In July 2024, Mitel announced that its business had been acquired by RingCentral. Under the acquisition, the City's existing contract was assigned to RingCentral with no immediate changes to pricing, service levels, or system functionality.

In late October 2025, the City received notice that the MiCloud by RingCentral platform would be discontinued with services terminating effective June 24, 2026. Following this date, customers would no longer be able to access the platform or associated data, and phone numbers would need to be ported to another provider to avoid service disruption.

The City engaged Blue Iron to evaluate replacement options or the transition to RingCentral's current RingEX platform. Blue Iron received multiple quotes, but only two came in at reasonable and competitive rates.

Blue Iron obtained a proposal from Shamrock Communications for 8x8 VOIP services, which included an implementation fee of $750 and an estimated monthly cost of $854.68, inclusive of licensing, hardware, and regulatory fees.

Blue Iron also negotiated a proposal from RingCentral for RingEX services. The proposal includes no implementation fee, a monthly cost of approximately $859.12 (including regulatory fees) and the following additional benefits:

- Three months of service credits upon signing a 36-month agreement
- Waiver of early termination fees associated with the existing MiCloud contract
- Transfer of ownership of existing Mitel hardware currently being leased by the City

The proposed RingEX contract and sales order were submitted to the City Attorney, Tim Kirwin, for review. Tim has identified several provisions requiring revision or clarification, including governing law, venue, confidentiality, indemnification language, and confirmation of equipment ownership.

These comments have been forwarded to Blue Iron for negotiation with RingCentral. At the time of the preparation of this report, the City is awaiting RingCentral's response to the requested modifications.

FINANCIAL IMPACT

If the City were to discontinue its existing services prior to the current contract expiration, early termination fees would apply. These fees are calculated by multiplying the number of months left in the term by the monthly recurring service charges. For example, if we were to terminate effective March 31, 2026 it would result in an estimated early termination fee of $4,673.75.

Blue Iron recommends proceeding with RingCentral RingEX services, as this option provides the most seamless transition, minimizes disruption, avoids new hardware installation, and eliminates Blue Iron's labor costs that would be associated with implementing an entirely new VOIP system.

The proposed agreement is for a 36-month term. Monthly service costs would remain within the currently approved budget and would avoid potential early termination penalties.

RECOMMENDATION

Staff recommends approval of a 36-month contract for VOIP services with RingCentral, Inc., contingent upon successful resolution of the City Attorney's legal concerns and execution of a mutually acceptable agreement.

Invoice

Current Contract for MiCloud

RingCentral® Invoice

Billed To

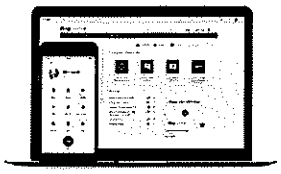
CITY OF SEALY
535 KERSTEN RD
SEALY TX 774747301
Phone:
Customer Email:
khill@ci.sealy.tx.us

Account Information

Customer User ID: 29842
Invoice No.: INVA844398489
Currency: US Dollar
Terms: Net 30
Invoice Date: 02/01/2026
Invoice Amount to Pay: $1,204.04
Due Date: 03/03/2026

Discover what's new at RingCentral.

Learn more. >



Statement Summary

SERVICE	AMOUNT
Subscription	
Charges	
MiCloud Connect Essentials	$833.76
MiCloud Connect Telephony	$20.59
TN Inventory Storage	$9.90
USAGE-INTERNATIONAL	$0.10
USAGE-INTERSTATE	$0.11
Taxes, Fees and Surcharges	
E-911 (VoIP-Nomadic)	$18.50
E911 Equalization Surcharge	$2.22
EMERGENCY-FEE	$36.63
Federal Universal Service Fund (FUSF)	$48.91
REGULATORY-FEE	$166.50
Sales Tax	$2.32
Subscription Subtotal	**$1,139.54**
Hardware	
Charges	
68xx/69xx Bluetooth Handset Rental	$3.00
6930 IP Phone Rental	$26.00
6940 IP Phone Rental	$10.00
Integrated DECT Headset (NA) Rental	$22.50
M695 PKM Rental	$3.00
Hardware Subtotal	**$64.50**
Invoice Total (Total Facture TTC)	**$1,204.04**

RingCentral

RingCentral Inc., 20 Davis Drive, Belmont, CA 94002, United States
©2026 RingCentral.Inc. All rights reserved.

Summary by Cost Center

COST CENTER	AMOUNT
210 E Main St	$122.35
330 Main St	$93.76
405 Main St	$355.44
415 Main St	$601.90
535 Kersten Rd	$30.59
Total	**$1,204.04**

©2026 RingCentral.Inc. All rights reserved.

Account Information

Customer User ID: 29842
Invoice No.: INVA844398489
Invoice Amount to Pay: $1,204.04

Payment Methods

Please email remittance advice to **connect.collections@ringcentral.com**

Checks Regular Mail to Lockbox:

RingCentral Inc.
P.O. Box 734232
Dallas, TX 75373-4232

Wire Instructions:

JPMorgan Chase Bank For credit to: RingCentral Inc.
JPMorgan Chase New York, NY 10017
SWIFT ID: CHASUS33
ABA #: 021000021
Account #: 20000045652475

Overnight/Courier Check Payment:

JPMorgan Chase (TX1-0029)
Attn: RingCentral Inc. 734232
14800 Frye Road, 2nd Floor
Ft Worth, TX 76155

ACH Payment:

JPMorgan Chase Bank For credit to: RingCentral Inc.
Account #: 20000045652475
ABA #: 028000024

For Credit Card Payment - Please call collections hotline at **800-226-6775**

Billing Questions?

Email **connect.collections@ringcentral.com** or call **800-226-6775.**

Customer must notify RingCentral at **connect.collections@ringcentral.com** of disputes arising from invoices in writing within thirty (30) days of invoice date, unless otherwise specified in contract.

Undisputed amounts unpaid on or before agreed upon payment term on the invoice may lead to service interruption.

Business Hours: 5:00 AM to 5:00 PM (PST), Monday - Friday

RingCentral

©2026 RingCentral.Inc. All rights reserved.

Statement Details

Description	Start Date	End Date	Qty	Rate	Amount
210 E Main St					
Subscription - Charges					
MiCloud Connect Essentials	03/01/2026	03/31/2026	4	$23.16	$92.64
Subscription - Charges Subtotal					**$92.64**
Subscription - Taxes, Fees and Surcharges					
EMERGENCY-FEE	03/01/2026	03/31/2026	1	$3.96	$3.96
REGULATORY-FEE	03/01/2026	03/31/2026	1	$18.00	$18.00
Federal Universal Service Fund (FUSF)					$1.67
Federal Universal Service Fund (FUSF)					$3.59
E911 Equalization Surcharge					$0.24
E-911 (VoIP-Nomadic)					$2.00
Sales Tax					$0.25
Subscription - Taxes, Fees and Surcharges Subtotal					**$29.71**
Subscription Subtotal					**$122.35**
Hardware - Charges					
6920 IP Phone Rental Promo	03/01/2026	03/31/2026	4	$0.00	$0.00
Hardware - Charges Subtotal					**$0.00**
Hardware Subtotal					**$0.00**
210 E Main St Subtotal					**$122.35**
330 Main St					
Subscription - Charges					
MiCloud Connect Essentials	03/01/2026	03/31/2026	3	$23.16	$69.48
Subscription - Charges Subtotal					**$69.48**
Subscription - Taxes, Fees and Surcharges					
EMERGENCY-FEE	03/01/2026	03/31/2026	1	$2.97	$2.97
REGULATORY-FEE	03/01/2026	03/31/2026	1	$13.50	$13.50
Federal Universal Service Fund (FUSF)					$1.25
Federal Universal Service Fund (FUSF)					$2.69
E911 Equalization Surcharge					$0.18
E-911 (VoIP-Nomadic)					$1.50
Sales Tax					$0.19
Subscription - Taxes, Fees and Surcharges Subtotal					**$22.28**
Subscription Subtotal					**$91.76**
Hardware - Charges					
6930 IP Phone Rental	03/01/2026	03/31/2026	1	$2.00	$2.00
6920 IP Phone Rental Promo	03/01/2026	03/31/2026	3	$0.00	$0.00
Hardware - Charges Subtotal					**$2.00**
Hardware Subtotal					**$2.00**
330 Main St Subtotal					**$93.76**
405 Main St					

©2026 RingCentral,Inc. All rights reserved.

Description	Start Date	End Date	Qty	Rate	Amount
Subscription - Charges					
MiCloud Connect Essentials	03/01/2026	03/31/2026	11	$23.16	$254.76
Subscription - Charges Subtotal					**$254.76**
Subscription - Taxes, Fees and Surcharges					
EMERGENCY-FEE	03/01/2026	03/31/2026	1	$10.89	$10.89
REGULATORY-FEE	03/01/2026	03/31/2026	1	$49.50	$49.50
Federal Universal Service Fund (FUSF)					$4.58
Federal Universal Service Fund (FUSF)					$9.86
E911 Equalization Surcharge					$0.66
E-911 (VoIP-Nomadic)					$5.50
Sales Tax					$0.69
Subscription - Taxes, Fees and Surcharges Subtotal					**$81.68**
Subscription Subtotal					**$336.44**
Hardware - Charges					
6930 IP Phone Rental	03/01/2026	03/31/2026	5	$2.00	$10.00
Integrated DECT Headset (NA) Rental	03/01/2026	03/31/2026	2	$4.50	$9.00
6920 IP Phone Rental Promo	03/01/2026	03/31/2026	5	$0.00	$0.00
Hardware - Charges Subtotal					**$19.00**
Hardware Subtotal					**$19.00**
405 Main St Subtotal					**$355.44**
415 Main St					
Subscription - Charges					
TN Inventory Storage	01/01/2026	01/31/2026	9	$1.10	$9.90
USAGE-INTERSTATE	01/01/2026	01/31/2026	1	$0.11	$0.11
USAGE-INTERNATIONAL	01/01/2026	01/31/2026	1	$0.10	$0.10
MiCloud Connect Essentials	03/01/2026	03/31/2026	17	$23.16	$393.72
MiCloud Connect Telephony	03/01/2026	03/31/2026	1	$20.59	$20.59
Subscription - Charges Subtotal					**$424.42**
Subscription - Taxes, Fees and Surcharges					
EMERGENCY-FEE	03/01/2026	03/31/2026	1	$17.82	$17.82
REGULATORY-FEE	03/01/2026	03/31/2026	1	$81.00	$81.00
Federal Universal Service Fund (FUSF)					$7.82
Federal Universal Service Fund (FUSF)					$16.13
E911 Equalization Surcharge					$1.08
E-911 (VoIP-Nomadic)					$9.00
Sales Tax					$1.13
Subscription - Taxes, Fees and Surcharges Subtotal					**$133.98**
Subscription Subtotal					**$558.40**
Hardware - Charges					
6930 IP Phone Rental - Promotional Discount	03/01/2026	03/31/2026	1	$0.00	$0.00
6930 IP Phone Rental	03/01/2026	03/31/2026	7	$2.00	$14.00

©2026 RingCentral,Inc. All rights reserved.

Description	Start Date	End Date	Qty	Rate	Amount
Integrated DECT Headset (NA) Rental	03/01/2026	03/31/2026	3	$4.50	$13.50
6940 IP Phone Rental	03/01/2026	03/31/2026	2	$5.00	$10.00
M695 PKM Rental	03/01/2026	03/31/2026	1	$3.00	$3.00
68xx/69xx Bluetooth Handset Rental	03/01/2026	03/31/2026	1	$3.00	$3.00
6920 IP Phone Rental Promo	03/01/2026	03/31/2026	7	$0.00	$0.00
Hardware - Charges Subtotal					**$43.50**
Hardware Subtotal					**$43.50**
415 Main St Subtotal					**$601.90**
535 Kersten Rd					
Subscription - Charges					
MiCloud Connect Essentials	03/01/2026	03/31/2026	1	$23.16	$23.16
Subscription - Charges Subtotal					**$23.16**
Subscription - Taxes, Fees and Surcharges					
EMERGENCY-FEE	03/01/2026	03/31/2026	1	$0.99	$0.99
REGULATORY-FEE	03/01/2026	03/31/2026	1	$4.50	$4.50
Federal Universal Service Fund (FUSF)					$0.42
Federal Universal Service Fund (FUSF)					$0.90
E911 Equalization Surcharge					$0.06
E-911 (VoIP-Nomadic)					$0.50
Sales Tax					$0.06
Subscription - Taxes, Fees and Surcharges Subtotal					**$7.43**
Subscription Subtotal					**$30.59**
Hardware - Charges					
6920 IP Phone Rental Promo	03/01/2026	03/31/2026	1	$0.00	$0.00
Hardware - Charges Subtotal					**$0.00**
Hardware Subtotal					**$0.00**
535 Kersten Rd Subtotal					**$30.59**
Total			**Invoice Total (Tax Included)**		**$1,204.04**

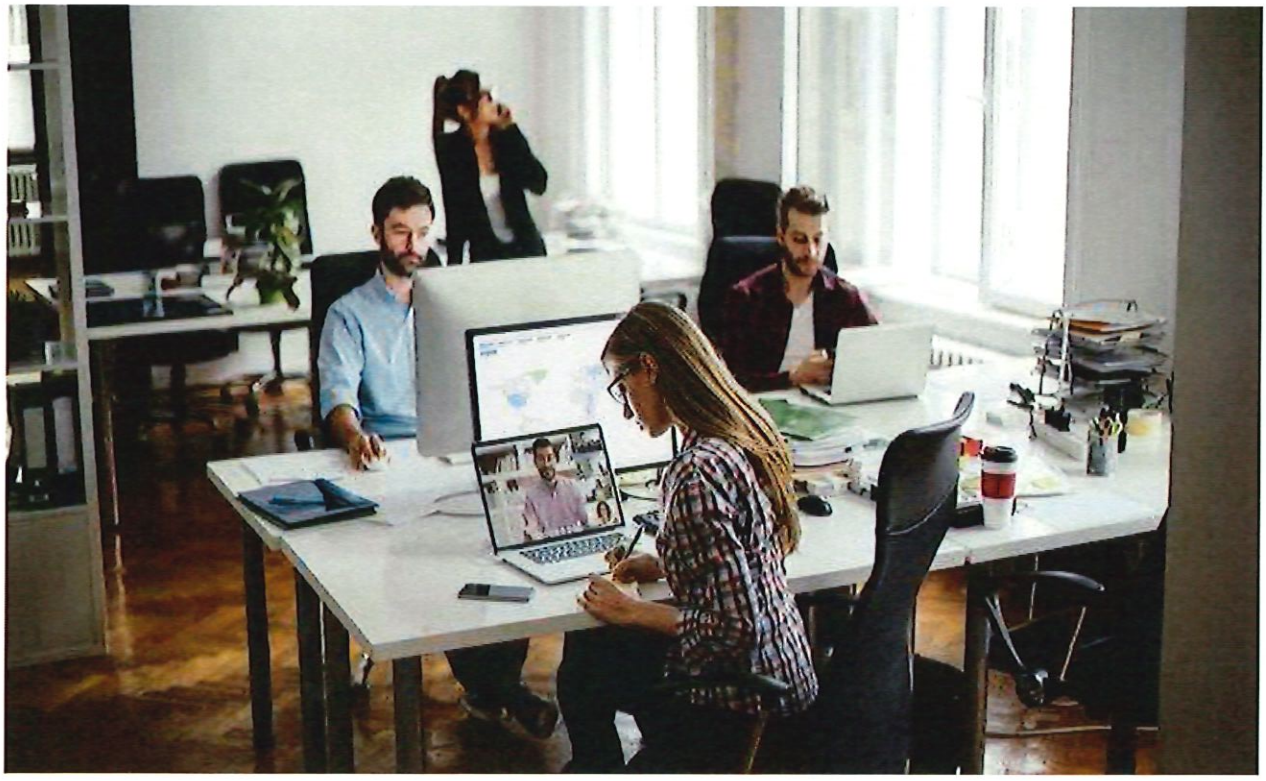
©2026 RingCentral.Inc. All rights reserved.

RingCentral Sales Proposal & Order Form

(awaiting agreed upon amended version)

RingCentral

Sales proposal



QUOTE PREPARED FOR

CITY OF SEALY

PREPARED BY

Josh Palmer

Mitel Sales Specialist

josh.palmer@ringcentral.com

Budgetary Quote

Prepared for:

CITY OF SEALY
415 MAIN St., PO BOX 517
Sealy TX 77474
United States

Human Resources

hr@ci.sealy.tx.us
9796276112

Quote Name:	**CITY OF SEALY 1**
Quote Creation Date:	October 23rd, 2025
Quote Expiration Date:	February 28th, 2026
Estimated Contract Start Date:	February 6th, 2026
Initial Term:	36 Months
Renewal Term:	24 Months
Currency:	USD
Payment Plan:	Monthly

RingEX™ Services

Recurring Services			
Summary of Service	**Qty**	**Rate**	**Subtotal**
DigitalLine Unlimited Advanced	37	$15.00	$555.00
Additional Local Number	9	$1.00	$9.00
Monthly Recurring Services Total			**$564.00**

Recurring Taxes & Fees			
Summary of Service	**Qty**	**Rate**	**Subtotal**
Sales Tax	1	$50.34	$50.34
FUSF (VoIP)	1	$39.06	$39.06
E911 Equalization Surcharge	1	$2.22	$2.22
E-911 (VoIP-Nomadic)	1	$18.50	$18.50
e911 Service Fee	37	$1.00	$37.00
Compliance and Administrative Cost Recovery Fee	37	$4.00	$148.00
Recurring Taxes & Fees Total			**$295.12**
Total Monthly Recurring Services + Taxes and fees			**$859.12**

Monthly Recurring Services including Taxes & Fees	**$859.12**

CONFIDENTIAL: This document contains information that is the confidential and proprietary property of RingCentral. Neither this document nor the information herein may be reproduced, used or distributed to or for the benefit of any third party without the prior written consent of RingCentral or pursuant to a confidentiality agreement. This quote is not binding until accepted in writing by Customer and RingCentral.

One-Time Items Total including Taxes & Fees	$0.00
Total Amount*	$859.12

*Amounts are exclusive of applicable Taxes, Fees, and Shipping Charges.

"RingCentral Office" and "RingCentral MVP" are now "RingEX™". All references to "RingCentral Office" and "RingCentral MVP", whether in the Agreement or its attachments, Order Forms or descriptions, mean "RingEX™".

CONFIDENTIAL: This document contains information that is the confidential and proprietary property of RingCentral. Neither this document nor the information herein may be reproduced, used or distributed to or for the benefit of any third party without the prior written consent of RingCentral or pursuant to a confidentiality agreement. This quote is not binding until accepted in writing by Customer and RingCentral.

RingCentral

INITIAL ORDER FORM

This Initial Order Form is a binding agreement between RingCentral, Inc. (**"RingCentral"**) and **CITY OF SEALY** (**"Customer"** or **"You"**) (together the **"Parties"**), for the purchase of the Services, licenses, and products listed herein.

Please note that RingCentral MVP is now RingEX. All references to "RingCentral MVP", whether in terms of service, advertising or product descriptions, mean "RingEX".

Customer
CITY OF SEALY

415 MAIN St., PO BOX 517
Sealy, TX 77474
United States

Human Resources
9796276112
hr@ci.sealy.tx.us

Service Provider
RingCentral, Inc.

20 Davis Drive
Belmont, CA 94002
United States

Service Commitment Period

Start Date: February 06, 2026

Initial Term: 36 Months

Renewal Term: 24 Months

Payment Schedule: Monthly

RingEX Services

Recurring Services			
Summary of Service	**Qty**	**Rate**	**Subtotal**
DigitalLine Unlimited Advanced	**37**	**$20.00**	**$740.00**
DigitalLine Unlimited Advanced		$15.00	
Compliance and Administrative Cost Recovery Fee		$4.00	
e911 Service Fee		$1.00	
Additional Local Number	**9**	**$1.00**	**$9.00**
		Monthly Recurring Services*	**$749.00**

Total Initial Amount	**$749.00**

*Amounts are exclusive of applicable Taxes, Fees, and Shipping Charges.

Cost Center Billing

For customers with cost center billing, it is the Customer's responsibility to provide cost center allocation information to RingCentral at least 10 days prior to the issuance of the invoice. After the information is received, itwill be reflected on future invoices, but will not be adjusted retroactively on past invoices. If purchasing additional services through the administrative portal, it is the Customer's responsibility to assign cost centers at the time of purchase; otherwise, those services will not be allocated by cost center on the next invoice. Please note that cost center allocation is not available for certain items, such as minute bundles and credit memos. For additional questions, please contact the RingCentral invoice billing team at billingsupport@ringcentral.com.

Free Services Amount

You will receive 2,309.16 US Dollars (the "**Free Service Amount**"), which will be applied against charges for the recurring Services set

forth in this Order Form and any applicable taxes and fees associated with those Services invoiced by RingCentral. The Free Service Amount is non-transferable and non-refundable and will expire upon termination of this Order Form. You will be responsible for paying for any additional services and products ordered, and any applicable associated taxes and fees.

Customer Reference. Customer may promote their use of RingCentral services and agrees that RingCentral may identify customer as a user of the services. All press releases or quotes regarding Customer's use of service will be pre-approved by Customer, which consent will not be unreasonably withheld.

Add-on Services. Customer is responsible for reviewing additional terms and conditions that may apply to RingCentral add-on services (where available) and certain Advanced Support Services listed on this order form, and which are available at https://www.ringcentral.com/legal/add-on-services.html.

By signing below Customer agrees to the RingCentral Online Terms of Service (available at https://www.ringcentral.com/legal/eulatos.html) and submits this Initial Order Form. To review the Online Terms of Services, please download this document.

Unless agreed by both Parties in writing, any terms or conditions set forth in a Customer-issued purchase order or ordering document shall not apply.

IN WITNESS WHEREOF, the Parties have executed this Initial Order Form above through their duly authorized representatives.

Customer	RingCentral
CITY OF SEALY	**RingCentral, Inc.**
By: _____	By: _____
Name: _____	Name: Ayub Mohammed
Title: _____	Title: VP Sales SBG
Date: _____	Date: _____

City Attorney Review & RingCentral Response

Jennifer Matura

From:	Timothy Kirwin <kirwinlawfirm@outlook.com>
Sent:	Saturday, February 7, 2026 1:38 PM
To:	Jennifer Matura
Cc:	Kimbra Hill; Sandra Vrablec
Subject:	Re: T20251021.0106 - (AD) RingCentral - Phone (MiCloud; Platform EOL)
Importance:	High
Categories:	Green category

All: In signing the Order Form, the City agrees to the Terms of Services (link is on the Order Form). Here are the legal issues with the Terms of Service:

14. Miscellaneous
H. Governing Law

The Agreement is governed by the Laws of the State of California, excluding its choice of Law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or Customer's use of the products or Services. Threshold issue: I cannot advise on the California law. I am not licensed in California. The City requests the Agreement be governed by the Laws of the State of Texas.

13. Dispute Resolution

B. Venue

In the event that the Parties are unable to resolve a Dispute, any related action, lawsuit, or proceeding must be brought in and adjudicated exclusively by state or federal courts located in the city and county of San Francisco, California, United States of America. Each Party hereby consents to and agrees to submit to the exclusive venue and personal jurisdiction of such courts with respect to any such actions or lawsuits and irrevocably waives any right that it might have to assert that either forum is not convenient or that any such courts lack jurisdiction. This provision would require the City to prosecute or defend against any litigation in California. The City requests the Venue be Austin County, Texas.

IF TEXAS LAW APPLIES, THEN THESE ARE MY LEGAL COMMENTS:

8. Confidentiality

A. Restrictions on Use or Disclosures by Either Party

Subject to the Texas Public Information Act and Texas State Record Retentions Laws, During the Term of this Agreement and for at least one (1) year thereafter, the Receiving Party shall hold the Disclosing Party's Confidential Information in confidence, shall use such Confidential Information only for the purpose of fulfilling its obligations under this Agreement, and shall use at least as great a standard of care in protecting the Confidential Information as it uses to protect its own Confidential Information. Each Party may disclose Confidential Information only to those of its employees, agents or subcontractors who have a need to it in order to perform or exercise such Party's rights or obligations

under this Agreement and who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. Each Party may disclose the other Party's Confidential Information in any legal proceeding or to a governmental entity as required by Law.
These restrictions on the use or disclosure of Confidential Information do not apply to any information which is independently developed by the Receiving Party or lawfully received free of restriction from another source having the right to so furnish such information; after it has become generally available to the public without breach of this Agreement by the Receiving Party; which at the time of disclosure was already known to the Receiving Party, without restriction as evidenced by documentation in such Party's possession; or which the Disclosing Party confirms in writing is free of such restrictions.
Upon termination of this Agreement, the Receiving Party will promptly delete, destroy or, at the Disclosing Party's request, return to the Disclosing Party, all Disclosing Party's Confidential Information in its possession, including deleting or rendering unusable all electronic files and data that contain Confidential Information, and upon request will provide the Disclosing Party with certification of compliance with this subsection. The City requests the red introductory phrase at the beginning of the paragraph be added.

11. Indemnification

A. Indemnification Obligations

To the extent allowed by law, Customer agrees to indemnify and defend RingCentral and its Affiliates at Customer's expense, from and against any and all third-party claims, arising out of or in connection with: i) material violation of applicable Law by the Customer or its End Users in connection with the use of the Services; ii) use of the Services in a manner not authorized by this Agreement; iii) failure to promptly install any updates of any software or firmware or accept or use modified or replacement items provided by or on behalf of RingCentral, or iv) claims relating to Customer Content. Further, Customer will indemnify and hold harmless RingCentral against all damages, costs, and legal fees finally awarded against RingCentral by a court of competent jurisdiction in connection with such third-party claim or agreed to in a written settlement agreement approved in writing by the Customer. The City requests the red introductory phase at the beginning of this paragraph be added.

6. Termination

B. Effect of Termination

- a) If Customer terminates the Services, a portion of the Services, or this Agreement in its entirety due to RingCentral's material breach under Section 6(A) (Termination for Cause), Customer will not be liable for any fees or charges for terminated Services for any period subsequent to the effective date of such termination (except those arising from continued usage before the Services are disconnected), and RingCentral will provide Customer a pro-rata refund of all any prepaid and unused fees or charges paid by Customer for terminated Services.
-
- (b) If this Agreement or any Services are terminated for any reason other than as a result of a material breach by RingCentral or as set forth in Section 14(K) (Regulatory and Legal Changes) the Customer must, to the extent permitted by applicable Law and without limiting any other right or remedy of RingCentral, pay within thirty (30) days of such termination all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services for the

remainder of the then-current Term plus related Taxes and fees. I need the City to be aware of this provision.

FINALLY, WILL CITY OWN THE EQUIPMENT AFTER 36 MONTHS? IT STATED "PURCHASE" ON THE ORDER FORM, BUT I WAS UNCLEAR ON THAT. IF SO, THERE IS A SEPARATE AGREEMENT, I WILL HAVE TO REVIEW.

PLEASE CALL ME TO DISCUSS. THANK YOU, TIM

Timothy B. Kirwin

Kirwin Law Firm, PLLC
9211 Campbell Road
Houston, TX 77080
Telephone: (281) 810-2617; Fax: (713) 510-1805
http://www.kirwinlawfirm.com/

CONFIDENTIALITY NOTICE
The Electronic Communications Privacy Act, 18 U.S.C. §§2510-2521, covers this electronic message. This message and any attachment thereto contains CONFIDENTIAL INFORMATION intended for the exclusive use of the named recipient(s) and may further be PRIVILEGED and CONFIDENTIAL attorney client communication, attorney work product or proprietary information. If you are not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient and have received this information in error. you are hereby notified that any dissemination, distribution or copying of this communication is prohibited. If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer.

From: Jennifer Matura <jmatura@ci.sealy.tx.us>
Sent: Thursday, February 5, 2026 5:03 PM
To: Tim Kirwin <kirwinlawfirm@outlook.com>
Cc: Kimbra Hill <khill@ci.sealy.tx.us>; Sandra Vrablec <svrablec@ci.sealy.tx.us>
Subject: FW: T20251021.0106 - (AD) RingCentral - Phone (MiCloud; Platform EOL)

Tim –

Good afternoon! Our VOIP service provider Mitel has been acquired by RingCentral and all Mitel products will be going end of life. I had Blue Iron obtain quotes from a couple different vendors and RingCentral seems to be the best deal for the City. We will need to present this to City Council for approval at the next meeting, can you review the attached contract/order form and let me know if there are any issues?

CITY OF SEALY TEXAS 1879
Jennifer Matura
Finance/HR Director
(979)885-3511 ext. 6102
jmatura@ci.sealy.tx.us
www.ci.sealy.tx.us
415 Main St · PO Box 517 · Sealy, TX 77474

From: Jerome Van Zandt <jerome@blueirontech.com>
Sent: Thursday, February 5, 2026 2:40 PM
To: Jennifer Matura <jmatura@ci.sealy.tx.us>
Cc: Ticketing <ticketing@blueirontech.com>
Subject: T20251021.0106 - (AD) RingCentral - Phone (MiCloud; Platform EOL)

Good afternoon

As we spoke about over the phone here are the most up to date proposals from Ring Central. If you have any questions, please feel free to contact me.

The first is the quote. I send the quote because this will give you the best idea of what your monthly payment will look like moving forward. The quote will estimate the taxes; the contract does not.

The second attachment is a copy of the RingCentral contract. The contract will list the 3-months free service credits for signing a 36-month contract on page 2.

On the contract:
-37 Unlimited Advanced profiles - to replace existing Mitel profiles
-9 Additional Local Number - Discounted 80% - to continue to store unassigned numbers

Incentives offered: Page 2 of contract copy
-3 months free service credits for signing a 36-month contract
-Early Termination Fee Waiver - for existing Mitel contract
-Transfer of title of existing Mitel Hardware that can be used on RingCentral system
-Price Matching what customer is currently paying monthly - we are under

Jerome Van Zandt
Help Desk Technician
Spring Office: 281.602.6894
Fax: 832.202.0288
Email: jerome@blueirontech.com
https://www.blueirontech.com/

Jennifer Matura

From: Jerome Van Zandt <jerome@blueirontech.com>
Sent: Monday, February 9, 2026 12:55 PM
To: Jennifer Matura
Cc: Ticketing
Subject: FW: T20251021.0106 - (AD) RingCentral - Phone (MiCloud; Platform EOL)

Categories: Green category

Good afternoon

I sent your concerns to the contact at Ring Central, and they replied with the below email. You will be keeping the phones that you have and the ownership of those would transfer to the city. They do not mind adjusting the contract for the other request. If you would like we could setup a meeting with Ring Central to talk and answer any questions.

Jerome Van Zandt
Help Desk Technician
Spring Office: 281.602.6894
Fax: 832.202.0288
Email: jerome@blueirontech.com
https://www.blueirontech.com/

From: Josh Palmer <josh.palmer@ringcentral.com>
Sent: Monday, February 9, 2026 12:47 PM
To: Jerome Van Zandt <jerome@blueirontech.com>
Subject: RE: T20251021.0106 - (AD) RingCentral - Phone (MiCloud; Platform EOL)

Hey Jerome,

I sent the email to my legal team and they do not see any issue with adjusting the contract to the customers requests. Not sure on the question about equipment. We have this set up for the customer to reuse their existing phones. Mitel will transfer title of these phones to the customer.

If the customer is ready to move forward, I can send to my legal team to work on this.

I would need to know who is signing the contract so I can update that info. Need name, email and phone number please.

Josh Palmer

Mitel Sales specialist

Connect with me: +1-650-445-4776

Shamrock Communications

Shamrock
Communications

22720 Morton Ranch Rd.
Suite 160
Box 293
Katy, TX 77493
www.shamrock-ip.com
281-492-0206

8x8 Sales Proposal

October 27th, 2025

Prepared For:
City of Sealy

Presented By:
Katie Wyckoff

Shamrock
Communications

Service and Support
Summary

X1 License

The X1 includes the following:
Direct dial number per user
Voicemail to email w/transcription
Call accounting reports
Call recording
Audio/Video room per user(exactly like zoom)
Mobile Application
Desktop Application
Unlimited US/Domestic LD
Instant Messaging
Unlimited Auto Attendant greetings and audio recordings
Hunt Groups/Ring Groups

X2 License

The X2 includes everything the X1 has plus SMS texting and faxing

The monthly price includes all hardware, software, phone service and ongoing maintenance and software upgrades. Moves, adds and changes are included at no extra charge as well. The monthly price quoted will never change unless you add users or have any 800 number usage charges.

We can be reached 24x7x365

281-492-0206
service@shamrock-ip.com

Shamrock
Communications

Non-Recurring Charge - One Time Fee

Cloud Setup Fee (Implementation, Port coordination, & Training)	QTY 1	UNIT $750.00	TOTAL $750.00

Monthly Recurring Charges

Polycom Edge 350	QTY 37	UNIT $4.95	TOTAL $183.15
Ethernet Cord	QTY 37	FREE	FREE
		Hardware Subtotal	**$183.15**

User Services

X1 Licenses	QTY 37	UNIT $12.00	TOTAL $444.00
Additional Numbers	QTY 9	$2.00	$18.00
Regulatory Taxes and Fees (excl Sales Tax)			$209.53
		Licensing Subtotal	$371.53

Grand Total Monthly **$854.68**

G. BUSINESS

ITEM #1

RESOLUTION NO. 2026-____

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

Discover SEALY
CONVENTION AND VISITORS BUREAU

HOT Funds Report
4th Quarter FY 2025

July 1, 2025 - September 30, 2025

Charlie Wade

Tourism Manager

Discover Sealy CVB

Executive Summary

- Strong focus on Fantasy of Lights preparation
- Expanded tourism marketing and branding
- Improved visitor experience and digital tools

Major Accomplishments

- Designed and branded the Convention & Visitors Bureau
- Redefined Discover Sealy's branding & logo
- 39th Annual Fantasy of Lights planning
- Updated Visitors Guide and Children's Guide
- Website redesign and digital upgrades
- Expanded digital infrastructure

Advertising & Marketing

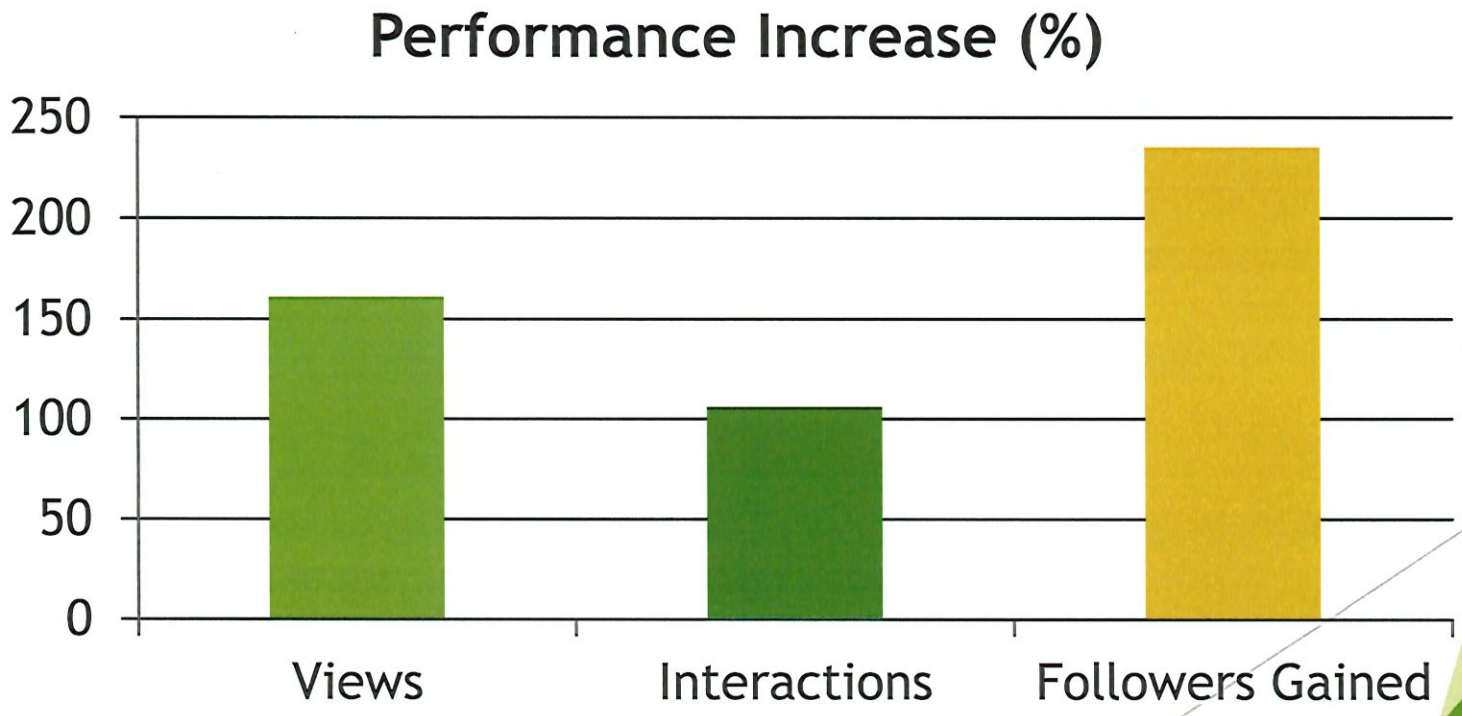
- New Discover Sealy logo and slogan
- Promotional merchandise line
- Children's Visitor Guide distribution
- Fantasy of Lights marketing & billboards

Website & Digital Improvements

- Full website redesign
- Added Yodel events calendar
- Implemented SeeMyLegacy registrations
- Improved SEO-focused content

Social Media Performance

- 28,305 views (+161%)
- 515 interactions (+106%)
- 77 new followers (+235%)

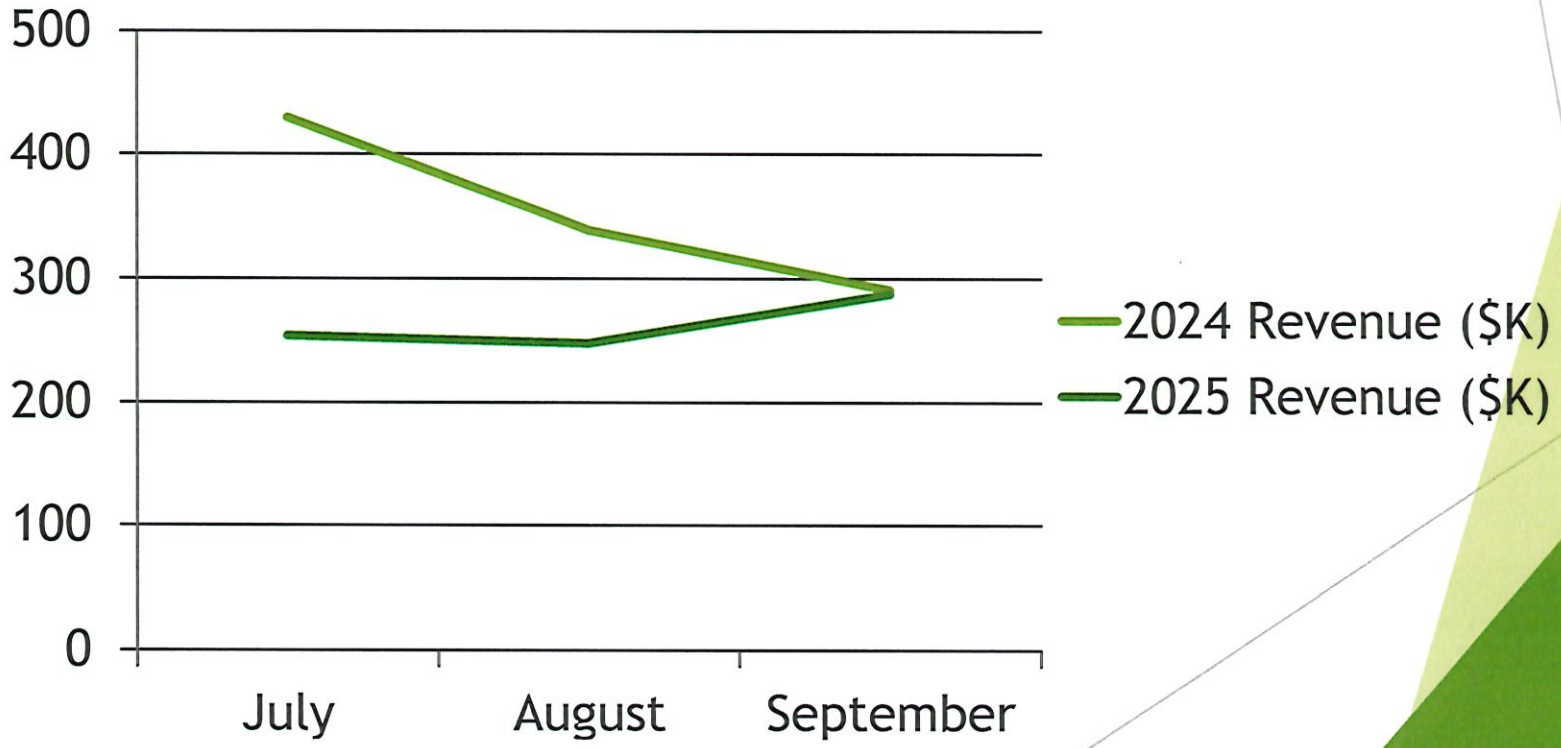


Professional Development

- TACVB conferences and trainings
- Cybersecurity & HOT compliance training
- Placer.ai and volunteer tracking tools

Hotel Performance Overview

- Industry-wide decline in Q3 performance
- Sealy mirrored regional trends
- Decline not indicative of local tourism failure



4th Quarter Priorities

- Execute Fantasy of Lights
- Drive overnight stays
- World Cup visitor strategy
- Plan 2026 tourism initiatives

HOT Funds Compliance Assurance

- All expenditures align with Texas Tax Code Chapter 351 requirements.
- Funds were used exclusively for tourism promotion and visitor-related activities.
- Marketing, advertising, and event preparation directly support overnight visitation.
- No HOT funds were used for general operations or non-tourism purposes.
- Activities are documented, auditable, and consistent with best-practice CVB standards.

Discover SEALY
CONVENTION AND VISITORS BUREAU

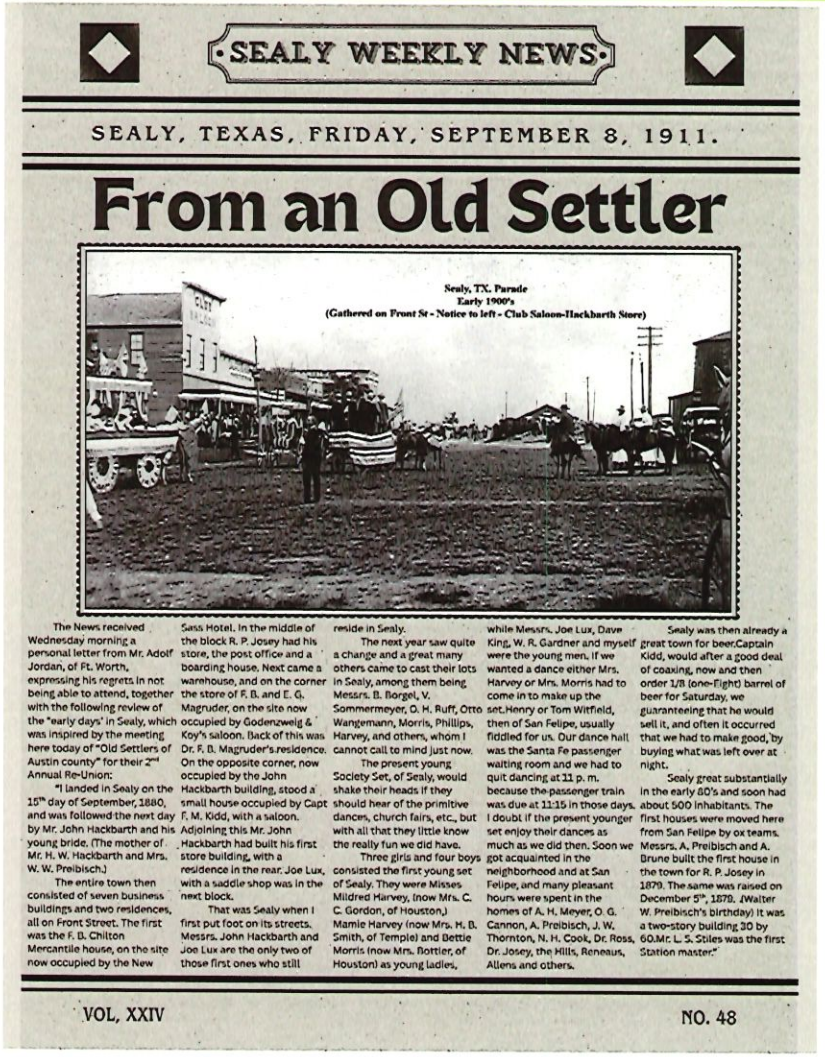
CVB Operations & HOT Fund Report

Fiscal Year 2024-2025

CVB Visitors Information Center Operations

A Walk Through Sealy's History

- Visitors walk through a short hallway before entering the CVB lobby
- Hallway features historic photos and stories of Sealy's beginnings
- Displays highlight Sealy's early development and railroad roots
- Experience is designed to introduce Sealy's history before current events and attractions



SEALY WEEKLY NEWS

SEALY, TEXAS, FRIDAY, SEPTEMBER 8, 1911.

From an Old Settler

Sealy, TX. Parade
Early 1900's
(Gathered on Front St - Notice to left - Club Saloon-Hackbarth Store)

The News received Wednesday morning a personal letter from Mr. Adolf Jordan, of Ft. Worth, expressing his regrets in not being able to attend, together with the following review of the "early days" in Sealy, which was inspired by the meeting here today of "Old Settlers of Austin county" for their 2nd Annual Re-Union:

"I landed in Sealy on the 15th day of September, 1880, and was followed the next day by Mr. John Hackbarth and his young bride. (The mother of Mr. H. W. Hackbarth and Mrs. W. W. Preibisch.)

The entire town then consisted of seven business buildings and two residences, all on Front Street. The first was the F. B. Chilton Mercantile house, on the site now occupied by the New Sass Hotel. In the middle of the block R. P. Josey had his store, the post office and a boarding house. Next came a warehouse, and on the corner the store of F. B. and E. G. Magruder, on the site now occupied by Godenzweig & Koy's saloon. Back of this was Dr. F. B. Magruder's residence. On the opposite corner, now occupied by the John Hackbarth building, stood a small house occupied by Capt F. M. Kidd, with a saloon. Adjoining this Mr. John Hackbarth had built his first store building, with a residence in the rear. Joe Lux, with a saddle shop was in the next block.

That was Sealy when I first put foot on its streets. Messrs. John Hackbarth and Joe Lux are the only two of those first ones who still reside in Sealy.

The next year saw quite a change and a great many others came to cast their lots in Sealy, among them being Messrs. B. Borgel, V. Sommermeyer, O. H. Ruff, Otto Wangemann, Morris, Phillips, Harvey, and others, whom I cannot call to mind just now.

The present young Society Set, of Sealy, would shake their heads if they should hear of the primitive dances, church fairs, etc., but with all that they little know the really fun we did have.

Three girls and four boys consisted the first young set of Sealy. They were Misses Mildred Harvey, (now Mrs. C. C. Gordon, of Houston,) Mamie Harvey (now Mrs. H. B. Smith, of Temple) and Bettie Morris (now Mrs. Bottler, of Houston) as young ladies, while Messrs. Joe Lux, Dave King, W. R. Gardner and myself were the young men. If we wanted a dance either Mrs. Harvey or Mrs. Morris had to come in to make up the set. Henry or Tom Witfield, then of San Felipe, usually fiddled for us. Our dance hall was the Santa Fe passenger waiting room and we had to quit dancing at 11 p. m. because the passenger train was due at 11:15 in those days. I doubt if the present younger set enjoy their dances as much as we did then. Soon we got acquainted in the neighborhood and at San Felipe, and many pleasant hours were spent in the homes of A. H. Meyer, O. G. Cannon, A. Preibisch, J. W. Thornton, N. H. Cook, Dr. Ross, Dr. Josey, the Hills, Reneaus, Allens and others.

Sealy was then already a great town for beer. Captain Kidd, would after a good deal of coaxing, now and then order 1/8 (one-Eight) barrel of beer for Saturday, we guaranteeing that he would sell it, and often it occurred that we had to make good, by buying what was left over at night.

Sealy great substantially in the early 80's and soon had about 500 inhabitants. The first houses were moved here from San Felipe by ox teams. Messrs. A. Preibisch and A. Brune built the first house in the town for R. P. Josey in 1879. The same was raised on December 5th, 1879. (Walter W. Preibisch's birthday) It was a two-story building 30 by 60. Mr. L. S. Stiles was the first Station master."

VOL. XXIV NO. 48

CVB Visitors Information Center Operations

Stepping Into the CVB Lobby

- Lobby serves as a welcoming, visitor-focused introduction to Sealy
- Visual displays promote local scenes, events, and attractions
- Visitor materials include brochures, children's guides, and Sealy-branded promotional items
- Space highlights local products and encourages exploration of the community

Training & Accountability Requirements

HOT Funds Awareness Training for Entire CVB Staff

- September - Texas Hotel & Lodging Association HOT Funds Awareness Training – by Justin Bragiel, General Counsel, THLA

THLA TEXAS HOTEL & LODGING ASSOCIATION

Promoting and Advocating For the Texas Lodging Industry Since 1903

Hotel Room Nights Recorded

Hotel Stay Information

- Established direct relationships with primary points of contact at all local hotels
- Implemented regular, in-person weekly communication with hotel partners
- Open communication allows ongoing updates on room bookings as events approach
- These effort support proactive tracking of hotel stay activity in advance of tourism-driven events

Stay close to what matters.

Stay
Play

AMERICAN INN

EconoLodge

Holiday Inn Express

Super 8 BY WYNDHAM

Stay in Sealy!

HOT Fund Financial Overview

HOT Fund Financial Overview

STATUTORY REQUIREMENTS - FY2025	
ADVERTISING	**HISTORICAL RESTORATION & PRESERVATION**
REQUIRED: AT LEAST 1% OF TAXABLE ROOM REVENUE COLLECTED	*REQUIRED: NOT MORE THAN 15% OF HOT TAX REVENUE COLLECTED*
TAXABLE ROOM RECEIPTS: $ 3,302,080.53	REVENUE COLLECTED: $ 229,776.42
MINIMUM (1%): $ 33,020.81	MAXIMUM (15%) $ 34,466.46

Summary by Funding Category

Category	FY25 EXPENDITURES	FY25 FLOORS & CEILINGS	FLOORS/CEILINGS MET?
A - CVB INFORMATION CENTER	$ 57,425.62	N/A	N/A
C - MARKETING & ADVERTISING	$ 43,785.76	$ 33,020.81 MINIMUM	YES
E - HISTORICAL PRESERVATION	$ 34,900.00	$ 34,446.46 MAXIMUM	$453.54 OVERAGE
H - SIGNAGE DIRECTING TOURISTS	$ 1,075.00	N/A	N/A

Shared Cost Line Items

Vendor	Description	Amount Charged to CVB	Percentage
Electon Beam Technology	Board Room Lease	$ 450.00	50%
UBEO	Copier Lease	$ 337.50	50%

CVB Administrative Services Agreement – Summary

- CVB operations are aligned with the requirements outlined in the Administrative Services Agreement
- Visitor Information Center, digital presence, and CVB identity requirements are met
- Annual budget, HOT Funds training, and hotel data coordination requirements are in place
- CVB continues to focus on compliance, accountability, and tourism support
- Next CVB Report will be in March 2026

Thank You

Discover SEALY
CONVENTION AND VISITORS BUREAU

CVB Operations & HOT Fund Report

Fiscal Year 2024-2025

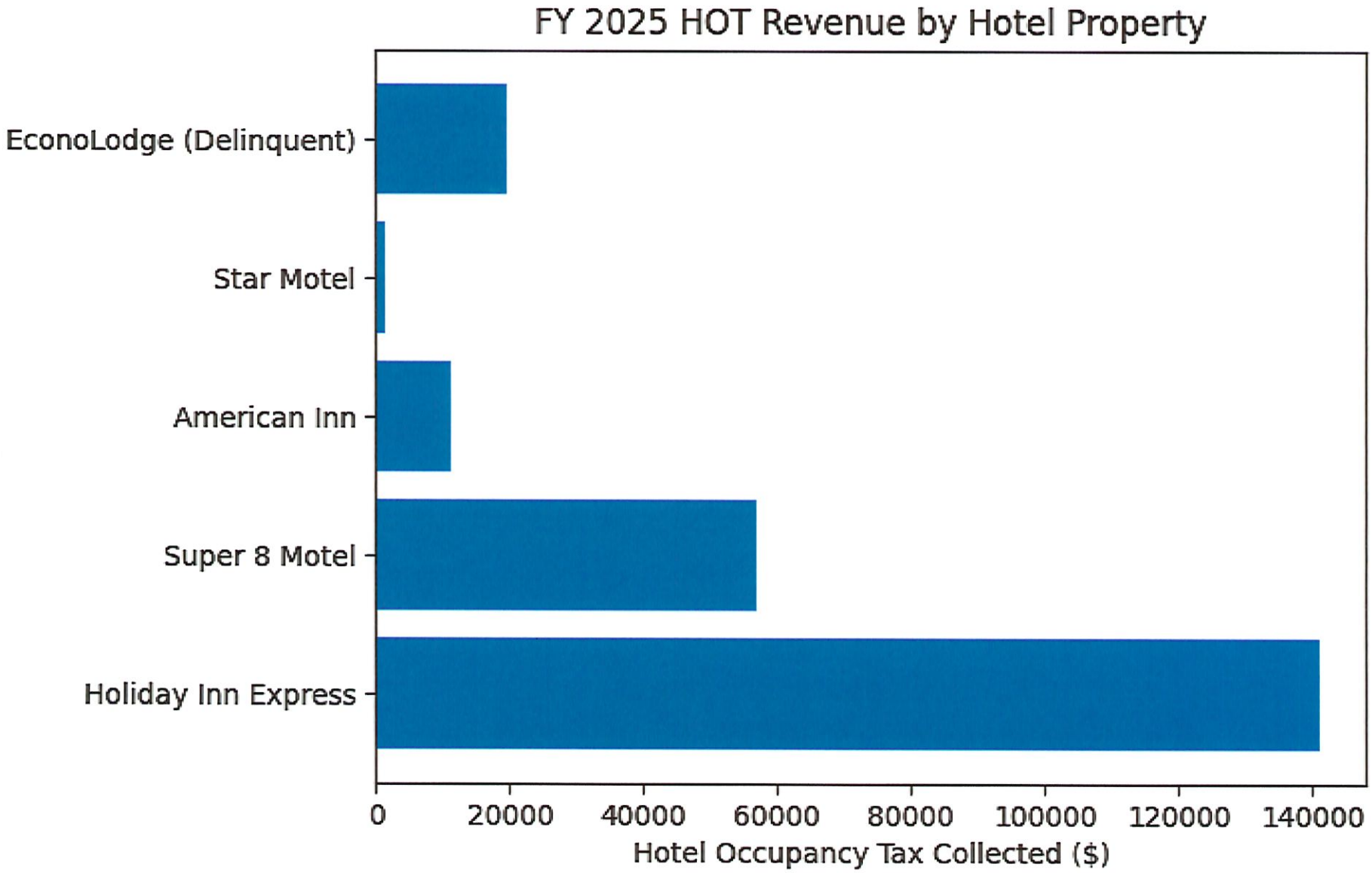
Quarterly CVB Report - Administrative Compliance Statement

Per the Administrative Services Agreement, this quarterly written report includes clear traceability to the approved CVB budget funding categories and subcategories; shared cost line items with the percentage allocated to CVB; additional supporting documentation as requested by the City; a copy of HOT Fund transactions and expenditures for the applicable quarter and year; hotel room nights recorded during the quarter for events funded by HOT funds and other events reported by hoteliers; visitor engagement metrics at the CVB Visitors Center (phone inquiries and in-person visitors); and, when applicable, copies of training materials reviewed and sign-in sheets completed by City employees.

HOT Fund Financial Overview

FY 2025 HOT Revenue Collections

Date Paid	Establishment	Reporting Period	Taxable Room Receipts	Total Tax Due	Penalty	Total Paid
1/9/2025	STAR MOTEL	Q1 FY25	$ 4,944.00	$ 346.08	$ -	$ 346.08
1/24/2025	AMERICAN INN	Q1 FY25	$ 31,412.45	$ 2,198.87	$ -	$ 2,198.87
1/31/2025	SUPER 8 MOTEL	Q1 FY25	$ 226,061.69	$ 15,824.32	$ -	$ 15,824.32
2/3/2025	HOLIDAY INN EXPRESS	Q1 FY25	$ 604,280.00	$ 42,299.60	$ -	$ 42,299.60
4/11/2025	STAR MOTEL	Q2 FY25	$ 52,600.00	$ 368.20	$ -	$ 368.20
4/25/2025	SUPER 8 MOTEL	Q2 FY25	$ 192,834.94	$ 13,498.45	$ -	$ 13,498.45
4/30/2025	HOLIDAY INN EXPRESS	Q2 FY25	$ 494,200.00	$ 34,594.00	$ -	$ 34,594.00
4/30/2025	AMERICAN INN	Q2 FY25	$ 37,024.07	$ 2,591.68	$ -	$ 2,591.68
7/8/2025	STAR MOTEL	Q3 FY25	$ 5,630.00	$ 394.10	$ -	$ 394.10
7/16/2025	SUPER 8 MOTEL	Q3 FY25	$ 213,904.49	$ 14,973.31	$ -	$ 14,973.37
7/31/2025	AMERICAN INN	Q3 FY25	$ 35,898.98	$ 2,512.93	$ -	$ 2,512.93
8/1/2025	HOLIDAY INN EXPRESS	Q3 FY25	$ 460,600.00	$ 32,242.00	$ -	$ 32,242.00
10/27/2025	HOLIDAY INN EXPRESS	Q4 FY25	$ 456,200.00	$ 31,934.00	$ -	$ 31,934.00
10/14/2025	STAR MOTEL	Q4 FY25	$ 5,239.00	$ 366.73	$ -	$ 366.73
10/29/2025	SUPER 8	Q4 FY25	$ 181,526.25	$ 12,706.84	$ -	$ 12,706.40
10/31/2025	AMERICAN INN	Q4 FY25	$ 21,872.76	$ 1,531.09	$ -	$ 1,531.09
6/12/2025	ECONOLODGE - DELINQUENT	Q1 FY24	$ 13,756.49	$ 962.95	$ 96.30	$ 1,059.25
6/12/2025	ECONOLODGE - DELINQUENT	Q3 FY24	$ 55,284.48	$ 3,869.91	$ 386.99	$ 4,256.90
6/12/2025	ECONOLODGE - DELINQUENT	Q4 FY24	$ 57,077.97	$ 3,995.46	$ 399.55	$ 4,395.01
6/12/2025	ECONOLODGE - DELINQUENT	Q1 FY25	$ 54,556.08	$ 3,818.93	$ 381.89	$ 4,200.82
6/12/2025	ECONOLODGE - DELINQUENT	Q2 FY25	$ 97,176.88	$ 6,802.38	$ 680.24	$ 7,482.62
TOTAL REPORTED TAXABLE ROOM RECEIPTS			**$ 3,302,080.53**	**TOTAL PAID FY2025**		**$ 229,776.42**

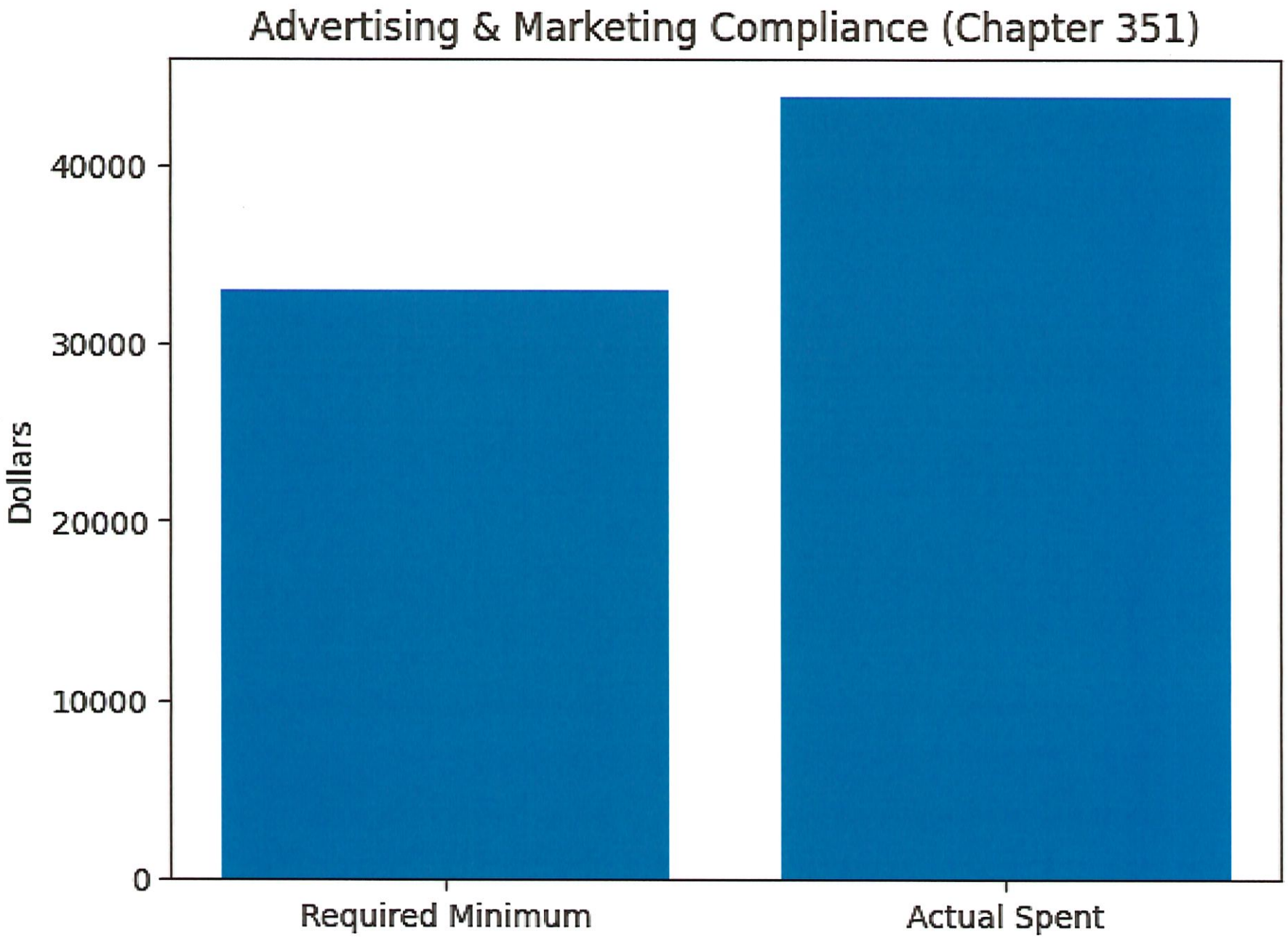

FY 2025 HOT Revenue by Hotel Property
EconoLodge (Delinquent)
Star Motel
American Inn
Super 8 Motel
Holiday Inn Express
0
20000
40000
60000
80000
100000
120000
140000
Hotel Occupancy Tax Collected ($)

HOT Fund Financial Overview

STATUTORY REQUIREMENTS - FY2025	
ADVERTISING	**HISTORICAL RESTORATION & PRESERVATION**
REQUIRED: AT LEAST 1% OF TAXABLE ROOM REVENUE COLLECTED	*REQUIRED: NOT MORE THAN 15% OF HOT TAX REVENUE COLLECTED*
TAXABLE ROOM RECEIPTS: $ 3,302,080.53	REVENUE COLLECTED: $ 229,776.42
MINIMUM (1%): $ 33,020.81	MAXIMUM (15%) $ 34,466.46

Summary by Funding Category

Category	FY25 EXPENDITURES	FY25 FLOORS & CEILINGS	FLOORS/CEILINGS MET?
A - CVB INFORMATION CENTER	$ 20,985.73	N/A	N/A
B - HOT FUNDS ADMINISTRATION	$ 36,439.89	N/A	N/A
C - MARKETING & ADVERTISING	$ 43,785.76	$ 33,020.81 MINIMUM	YES
E - HISTORICAL PRESERVATION	$ 34,900.00	$ 34,446.46 MAXIMUM	$453.54 OVERAGE
H - SIGNAGE DIRECTING TOURISTS	$ 1,075.00	N/A	N/A


Advertising & Marketing Compliance (Chapter 351)
Dollars
40000
30000
20000
10000
0
Required Minimum
Actual Spent

HOT Fund Financial Overview

Itemized Expense Register

Date	Vendor	Description	Category	Amount
10/17/2024	ADMINISTRATION	HOT FUNDS ADMINISTRATION - K HILL	B - HOT FUNDS ADMIN	$ 626.28
1/31/2025	KIRWIN LAW FIRM	HOT FUNDS ADMINISTRATION - KIRWIN	B - HOT FUNDS ADMIN	$ 236.50
1/31/2025	ADMINISTRATION	HOT FUNDS ADMINISTRATION - HILL/MATURA	B - HOT FUNDS ADMIN	$ 1,255.87
2/5/2025	TEXAS HOTEL & LDGNG ASSOC.	THLA 2025 MEMBERSHIP	B - HOT FUNDS ADMIN	$ 1,543.00
2/28/2025	KIRWIN LAW FIRM	HOT FUNDS ADMINISTRATION - KIRWIN	B - HOT FUNDS ADMIN	$ 494.50
3/25/2025	ERIN KRAMPITZ	LIEDERTAFEL FLOORE REPLACEMENT	E - HISTORICAL PRES.	$ 17,450.00
3/31/2025	AUSTIN COUNTY NEWS ONLINE	ACN - WEBSITE HOSTING	C - ADVERTISING	$ 75.00
4/4/2025	SEE MY LEGACY LLC	SEE MY LEGACY	C - ADVERTISING	$ 2,499.00
4/16/2025	CVB ADMINISTRATION	CVB PAYROLL - SALARY & WAGES	B - HOT FUNDS ADMIN	$ 652.80
4/16/2025	INTERNAL REVENUE SERVICE	CVB PAYROLL - PAYROLL TAXES	B - HOT FUNDS ADMIN	$ 49.94
4/16/2025	TEXAS MUNICIPAL RETIREMENT SYSTEM	CVB PAYROLL - RETIREMENT CONTRIBUTIONS	B - HOT FUNDS ADMIN	$ 98.57
4/17/2025	BLUE IRON TECHNOLOGIES	CVB BLUE IRON TECH	B - HOT FUNDS ADMIN	$ 405.91
4/21/2025	ERIN KRAMPITZ	LIEDERTAFEL FLOORE REPLACEMENT	E - HISTORICAL PRES.	$ 17,450.00
4/22/2025	AUSTIN COUNTY NEWS ONLINE	ACN - WEBSITE HOSTING	C - ADVERTISING	$ 75.00
4/22/2025	SEALY CHAMBER OF COMMERCE	CHAMBER MAGAZINE ADVERTISEMENT	C - ADVERTISING	$ 2,000.00
4/29/2025	KIRWIN LAW FIRM	HOT FUNDS ADMINISTRATION - KIRWIN	B - HOT FUNDS ADMIN	$ 125.00
4/30/2025	ELECTRON BEAM TECHNOLOGY	OFFICE LEASE	A - CVB B - HOT FUNDS A	$ 650.00
4/30/2025	ELECTRON BEAM TECHNOLOGY	OFFICE LEASE	A - CVB B - HOT FUNDS A	$ 150.00
4/30/2025	CVB ADMINISTRATION	CVB PAYROLL - SALARY & WAGES	B - HOT FUNDS ADMIN	$ 652.80
4/30/2025	INTERNAL REVENUE SERVICE	CVB PAYROLL - PAYROLL TAXES	B - HOT FUNDS ADMIN	$ 49.94
4/30/2025	TEXAS MUNICIPAL RETIREMENT SYSTEM	CVB PAYROLL - RETIREMENT CONTRIBUTIONS	B - HOT FUNDS ADMIN	$ 98.57
4/30/2025	CHARLES OBERRENDER	CONSULTING - WAYFINDING	H - SIGNAGE	$ 650.00
5/1/2025	BLUE IRON TECHNOLOGIES	CVB BLUE IRON TECH	B - HOT FUNDS ADMIN	$ 1,056.39
5/5/2025	ELECTRON BEAM TECHNOLOGY	OFFICE LEASE	A - CVB B - HOT FUNDS A	$ 650.00
5/5/2025	ELECTRON BEAM TECHNOLOGY	OFFICE LEASE	A - CVB B - HOT FUNDS A	$ 150.00
5/5/2025	ELECTRON BEAM TECHNOLOGY	OFFICE LEASE	A - CVB B - HOT FUNDS A	$ 650.00
5/9/2025	BLUE IRON TECHNOLOGIES	CVB BLUE IRON TECH	B - HOT FUNDS ADMIN	$ 64.50

HOT Fund Financial Overview

Date	Vendor	Description	Category	Amount
5/14/2025	CVB ADMINISTRATION	CVB PAYROLL - SALARY & WAGES	B - HOT FUNDS ADMIN	$ 652.80
5/14/2025	INTERNAL REVENUE SERVICE	CVB PAYROLL - PAYROLL TAXES	B - HOT FUNDS ADMIN	$ 49.94
5/14/2025	TEXAS MUNICIPAL RETIREMENT SYSTEM	CVB PAYROLL - RETIREMENT CONTRIBUTIONS	B - HOT FUNDS ADMIN	$ 98.57
5/14/2025	THE SEALY NEWS	NEWSPAPER ADVERTISEMENT	C - ADVERTISING	$ 40.00
5/14/2025	YI-PING WONG	VIKING FILMWORKS CONTENT PACKAGE	C - ADVERTISING	$ 9,500.00
5/27/2025	KIRWIN LAW FIRM	HOT FUNDS ADMINISTRATION - KIRWIN	B - HOT FUNDS ADMIN	$ 200.00
5/28/2025	CVB ADMINISTRATION	CVB PAYROLL - SALARY & WAGES	B - HOT FUNDS ADMIN	$ 652.80
5/28/2025	INTERNAL REVENUE SERVICE	CVB PAYROLL - PAYROLL TAXES	B - HOT FUNDS ADMIN	$ 49.94
5/28/2025	TEXAS MUNICIPAL RETIREMENT SYSTEM	CVB PAYROLL - RETIREMENT CONTRIBUTIONS	B - HOT FUNDS ADMIN	$ 98.57
5/28/2025	AUSTIN COUNTY NEWS ONLINE	ACN - WEBSITE HOSTING	C - ADVERTISING	$ 75.00
5/30/2025	ELECTRON BEAM TECHNOLOGY	OFFICE LEASE	A - CVB B - HOT FUNDS A	$ 650.00
5/30/2025	ELECTRON BEAM TECHNOLOGY	OFFICE LEASE	A - CVB B - HOT FUNDS A	$ 150.00
6/6/2025	P-CARD EXPENSE	OFFICE WATER FOR INTERVIEWS	B - HOT FUNDS ADMIN	$ 3.25
6/11/2025	CVB ADMINISTRATION	CVB PAYROLL - SALARY & WAGES	B - HOT FUNDS ADMIN	$ 652.80
6/11/2025	INTERNAL REVENUE SERVICE	CVB PAYROLL - PAYROLL TAXES	B - HOT FUNDS ADMIN	$ 49.94
6/11/2025	TEXAS MUNICIPAL RETIREMENT SYSTEM	CVB PAYROLL - RETIREMENT CONTRIBUTIONS	B - HOT FUNDS ADMIN	$ 98.57
6/25/2025	CVB ADMINISTRATION	CVB PAYROLL - SALARY & WAGES	B - HOT FUNDS ADMIN	$ 652.80
6/25/2025	INTERNAL REVENUE SERVICE	CVB PAYROLL - PAYROLL TAXES	B - HOT FUNDS ADMIN	$ 49.94
6/25/2025	TEXAS MUNICIPAL RETIREMENT SYSTEM	CVB PAYROLL - RETIREMENT CONTRIBUTIONS	B - HOT FUNDS ADMIN	$ 98.57
6/25/2025	CHAPARRAL CREATIVE	CHAPARRAL CREATIVE	C - ADVERTISING	$ 2,500.00
6/26/2025	BLUE IRON TECHNOLOGIES	FURNITURE/FIXTURE	A - CVB B - HOT FUNDS A	$ 125.00
6/26/2025	P-CARD EXPENSE	WATER LABELS	C - ADVERTISING	$ 779.20
7/1/2025	PLACER LABS INC	PLACER LABS PLATFORM	B - HOT FUNDS ADMIN	$ 1,500.00
7/1/2025	AUSTIN COUNTY NEWS ONLINE	ACN - WEBSITE HOSTING	C - ADVERTISING	$ 75.00
7/3/2025	ELECTRON BEAM TECHNOLOGY	OFFICE LEASE	A - CVB B - HOT FUNDS A	$ 650.00
7/3/2025	ELECTRON BEAM TECHNOLOGY	OFFICE LEASE	A - CVB B - HOT FUNDS A	$ 150.00
7/8/2025	P-CARD EXPENSE	KEYS FOR CVB OFFICE	A - CVB B - HOT FUNDS A	$ 6.37
7/8/2025	BLUE IRON TECHNOLOGIES	DELL MONITOR	A - CVB B - HOT FUNDS A	$ 601.05
7/9/2025	CVB ADMINISTRATION	CVB PAYROLL - SALARY & WAGES	B - HOT FUNDS ADMIN	$ 652.80

HOT Fund Financial Overview

Date	Vendor	Description	Category	Amount
7/9/2025	INTERNAL REVENUE SERVICE	CVB PAYROLL - PAYROLL TAXES	B - HOT FUNDS ADMIN	$ 49.94
7/9/2025	TEXAS MUNICIPAL RETIREMENT SYSTEM	CVB PAYROLL - RETIREMENT CONTRIBUTIONS	B - HOT FUNDS ADMIN	$ 98.57
7/15/2025	UBEO OF EAST TEXAS	COPIER LEASE	A - CVB B - HOT FUNDS A	$ 112.50
7/15/2025	P-CARD EXPENSE	GENERAL OFFICE SUPPLIES	B - HOT FUNDS ADMIN	$ 205.27
7/15/2025	REIMBURSE - C WADE	MILEAGE - MAIN STREET ROUND TABLE	B - HOT FUNDS ADMIN	$ 99.26
7/22/2025	AUSTIN COUNTY NEWS ONLINE	ACN - WEBSITE HOSTING	C - ADVERTISING	$ 75.00
7/23/2025	CVB ADMINISTRATION	CVB PAYROLL - SALARY & WAGES	B - HOT FUNDS ADMIN	$ 1,920.00
7/23/2025	CVB ADMINISTRATION	CVB PAYROLL - SALARY & WAGES	B - HOT FUNDS ADMIN	$ 652.80
7/23/2025	INTERNAL REVENUE SERVICE	CVB PAYROLL - PAYROLL TAXES	B - HOT FUNDS ADMIN	$ 119.04
7/23/2025	INTERNAL REVENUE SERVICE	CVB PAYROLL - PAYROLL TAXES	B - HOT FUNDS ADMIN	$ 27.84
7/23/2025	INTERNAL REVENUE SERVICE	CVB PAYROLL - PAYROLL TAXES	B - HOT FUNDS ADMIN	$ 49.94
7/23/2025	TEXAS MUNICIPAL RETIREMENT SYSTEM	CVB PAYROLL - RETIREMENT CONTRIBUTIONS	B - HOT FUNDS ADMIN	$ 98.57
7/25/2025	TEXAS HEALTH BENEFITS	GROUP INSURANCE	B - HOT FUNDS ADMIN	$ 773.38
7/29/2025	SOURCE STRATEGIES LLC	TEXAS HOTEL PERFORMANCE NAVIGATOR	B - HOT FUNDS ADMIN	$ 1,000.00
7/30/2025	P-CARD EXPENSE	TRAINING - TEXAS TRAVEL ALLIANCE	B - HOT FUNDS ADMIN	$ 625.00
7/30/2025	P-CARD EXPENSE	CVB LOGO BRANDING GUIDE	C - ADVERTISING	$ 400.00
8/1/2025	TEXAS MUNICIPAL RETIREMENT SYSTEM	CVB PAYROLL - RETIREMENT CONTRIBUTIONS	B - HOT FUNDS ADMIN	$ 289.92
8/4/2025	ONTHECLOCK	TIMECLOCK SUBSCRIPTION	B - HOT FUNDS ADMIN	$ 2.75
8/4/2025	P-CARD EXPENSE	DESTINATION MARKETING CERTIFICATION PROGRAM	B - HOT FUNDS ADMIN	$ 250.00
8/4/2025	TEXAS ASSOCIATION OF CVB	TX CVB ANNUAL SUMMIT	B - HOT FUNDS ADMIN	$ 915.00
8/4/2025	P-CARD EXPENSE	HOTEL RESERVATION	B - HOT FUNDS ADMIN	$ 241.05
8/6/2025	ELECTRON BEAM TECHNOLOGY	OFFICE LEASE	A - CVB B - HOT FUNDS A	$ 650.00
8/6/2025	ELECTRON BEAM TECHNOLOGY	OFFICE LEASE	A - CVB B - HOT FUNDS A	$ 150.00
8/6/2025	CVB ADMINISTRATION	CVB PAYROLL - SALARY & WAGES	B - HOT FUNDS ADMIN	$ 1,920.00
8/6/2025	CVB ADMINISTRATION	CVB PAYROLL - SALARY & WAGES	B - HOT FUNDS ADMIN	$ 652.80
8/6/2025	INTERNAL REVENUE SERVICE	CVB PAYROLL - PAYROLL TAXES	B - HOT FUNDS ADMIN	$ 118.65
8/6/2025	INTERNAL REVENUE SERVICE	CVB PAYROLL - PAYROLL TAXES	B - HOT FUNDS ADMIN	$ 27.75
8/6/2025	INTERNAL REVENUE SERVICE	CVB PAYROLL - PAYROLL TAXES	B - HOT FUNDS ADMIN	$ 49.94
8/6/2025	TEXAS MUNICIPAL RETIREMENT SYSTEM	CVB PAYROLL - RETIREMENT CONTRIBUTIONS	B - HOT FUNDS ADMIN	$ 98.57

HOT Fund Financial Overview

Date	Vendor	Description	Category	Amount
8/7/2025	RINGCENTRAL INC	TELEPHONE SERVICE	A - CVB B - HOT FUNDS A	$ 33.46
8/12/2025	EL GUERO LANDSCAPING	LANDSCAPING - PLANTS, BULLROCK, STAPLE	A - CVB B - HOT FUNDS A	$ 2,500.00
8/13/2025	UBEO OF EAST TEXAS	COPIER LEASE	A - CVB B - HOT FUNDS A	$ 112.50
8/14/2025	P-CARD EXPENSE	LANDSCAPING - 2 POTS FOR OUTDOOR PLANTS	A - CVB B - HOT FUNDS A	$ 109.99
8/14/2025	P-CARD EXPENSE	LANDSCAPING - HOSE TO WATER CVB	A - CVB B - HOT FUNDS A	$ 45.99
8/18/2025	P-CARD EXPENSE	INTERIOR - 2 POTS FOR INDOOR PLANTS	A - CVB B - HOT FUNDS A	$ 109.99
8/18/2025	WITTENBURG PRINTING	DISCOVER SEALY COLORING BOOKS	C - ADVERTISING	$ 540.00
8/18/2025	CHAPARRAL CREATIVE	CHAPARRAL CREATIVE	C - ADVERTISING	$ 1,000.00
8/20/2025	CVB ADMINISTRATION	CVB PAYROLL - SALARY & WAGES	B - HOT FUNDS ADMIN	$ 1,920.00
8/20/2025	CVB ADMINISTRATION	CVB PAYROLL - SALARY & WAGES	B - HOT FUNDS ADMIN	$ 652.80
8/20/2025	INTERNAL REVENUE SERVICE	CVB PAYROLL - PAYROLL TAXES	B - HOT FUNDS ADMIN	$ 118.65
8/20/2025	INTERNAL REVENUE SERVICE	CVB PAYROLL - PAYROLL TAXES	B - HOT FUNDS ADMIN	$ 27.75
8/20/2025	INTERNAL REVENUE SERVICE	CVB PAYROLL - PAYROLL TAXES	B - HOT FUNDS ADMIN	$ 49.94
8/20/2025	TEXAS MUNICIPAL RETIREMENT SYSTEM	CVB PAYROLL - RETIREMENT CONTRIBUTIONS	B - HOT FUNDS ADMIN	$ 98.57
8/21/2025	P-CARD EXPENSE	TOURISM MANAGER OFFICE SUPPLIES	B - HOT FUNDS ADMIN	$ 103.72
8/22/2025	WITTENBURG PRINTING	DISCOVER SEALY SHIRTS	C - ADVERTISING	$ 90.25
8/26/2025	RECS SIGNS LLC	NYLON MESH BANNER	C - ADVERTISING	$ 2,291.00
8/26/2025	AUSTIN COUNTY NEWS ONLINE	ACN - WEBSITE HOSTING	C - ADVERTISING	$ 75.00
8/29/2025	TEXAS HEALTH BENEFITS	GROUP INSURANCE	B - HOT FUNDS ADMIN	$ 773.38
8/29/2025	WITTENBURG PRINTING	BUSINESS CARDS	C - ADVERTISING	$ 107.33
8/31/2025	CHARLES OBERRENDER	CONSULTING - WAYFINDING	H - SIGNAGE	$ 425.00
9/1/2025	PARAMOUNT PROMOTIONS	BANNER - FANTASY OF LIGHTS	C - ADVERTISING	$ 2,353.00
9/2/2025	ELECTRON BEAM TECHNOLOGY	OFFICE LEASE	A - CVB B - HOT FUNDS A	$ 650.00
9/2/2025	ELECTRON BEAM TECHNOLOGY	OFFICE LEASE	A - CVB B - HOT FUNDS A	$ 150.00
9/2/2025	REIMBURSE - C WADE	MILEAGE - TACVB CONFERENCE	B - HOT FUNDS ADMIN	$ 338.80
9/3/2025	CVB ADMINISTRATION	CVB PAYROLL - SALARY & WAGES	B - HOT FUNDS ADMIN	$ 1,920.00
9/3/2025	CVB ADMINISTRATION	CVB PAYROLL - SALARY & WAGES	B - HOT FUNDS ADMIN	$ 652.80
9/3/2025	INTERNAL REVENUE SERVICE	CVB PAYROLL - PAYROLL TAXES	B - HOT FUNDS ADMIN	$ 118.65
9/3/2025	INTERNAL REVENUE SERVICE	CVB PAYROLL - PAYROLL TAXES	B - HOT FUNDS ADMIN	$ 27.75

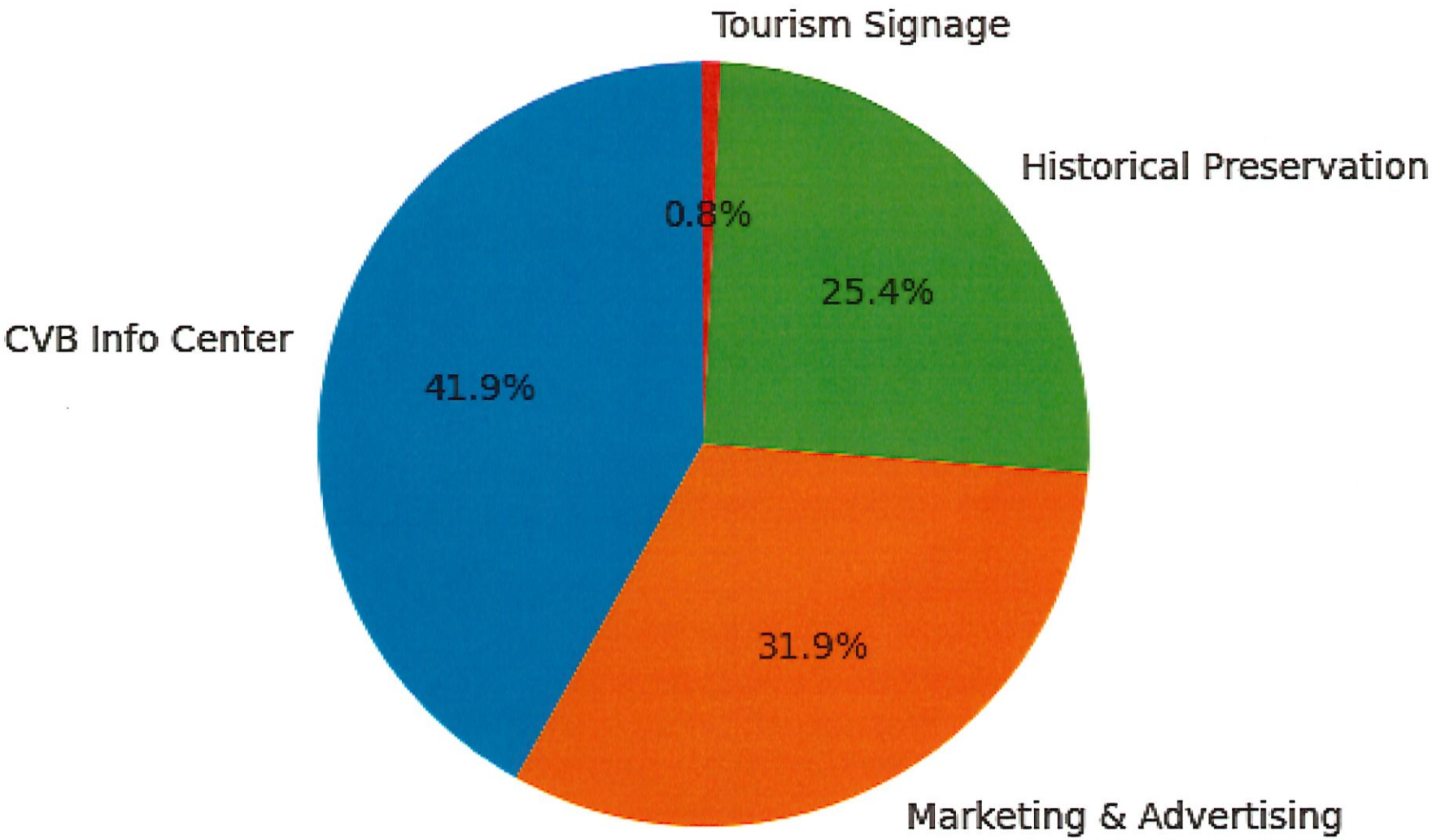
HOT Fund Financial Overview

Date	Vendor	Description	Category	Amount
9/3/2025	INTERNAL REVENUE SERVICE	CVB PAYROLL - PAYROLL TAXES	B - HOT FUNDS ADMIN	$ 49.94
9/3/2025	TEXAS MUNICIPAL RETIREMENT SYSTEM	CVB PAYROLL - RETIREMENT CONTRIBUTIONS	B - HOT FUNDS ADMIN	$ 98.57
9/3/2025	TEXAS MUNICIPAL RETIREMENT SYSTEM	CVB PAYROLL - RETIREMENT CONTRIBUTIONS	B - HOT FUNDS ADMIN	$ 289.92
9/3/2025	TEXAS MUNICIPAL RETIREMENT SYSTEM	CVB PAYROLL - RETIREMENT CONTRIBUTIONS	B - HOT FUNDS ADMIN	$ 289.92
9/4/2025	REIMBURSE - K ELLIS	INTERIOR - PLANTS FOR CVB	A - CVB B - HOT FUNDS A	$ 107.56
9/4/2025	RINGCENTRAL INC	TELEPHONE SERVICE	A - CVB B - HOT FUNDS A	$ 33.46
9/4/2025	ONTHECLOCK	TIMECLOCK SUBSCRIPTION	B - HOT FUNDS ADMIN	$ 2.72
9/5/2025	WITTENBURG PRINTING	CVB INTERIOR SIGNS	A - CVB B - HOT FUNDS A	$ 42.06
9/8/2025	P-CARD EXPENSE	INTERIOR - MOUNTING CVB SIGN	A - CVB B - HOT FUNDS A	$ 9.99
9/8/2025	P-CARD EXPENSE	MEAL - TACV CONFERENCE	B - HOT FUNDS ADMIN	$ 26.14
9/8/2025	P-CARD EXPENSE	HOTEL RESERVATION	B - HOT FUNDS ADMIN	$ 547.53
9/9/2025	P-CARD EXPENSE	REFUND FOR TRAINING	B - HOT FUNDS ADMIN	$ (60.00)
9/11/2025	P-CARD EXPENSE	INTERIOR - WALL MOUNT FOR SIGN	A - CVB B - HOT FUNDS A	$ 9.99
9/15/2025	CVB ADMINISTRATION	CVB PAYROLL - SALARY & WAGES	B - HOT FUNDS ADMIN	$ 652.80
9/15/2025	INTERNAL REVENUE SERVICE	CVB PAYROLL - PAYROLL TAXES	B - HOT FUNDS ADMIN	$ 49.94
9/15/2025	TEXAS MUNICIPAL RETIREMENT SYSTEM	CVB PAYROLL - RETIREMENT CONTRIBUTIONS	B - HOT FUNDS ADMIN	$ 98.57
9/15/2025	P-CARD EXPENSE	BUSINESS CARD HOLDERS	B - HOT FUNDS ADMIN	$ 8.71
9/16/2025	P-CARD EXPENSE	COFFEE MAKER FOR CVB	A - CVB B - HOT FUNDS A	$ 275.88
9/16/2025	UBEO OF EAST TEXAS	COPIER LEASE	B - HOT FUNDS ADMIN	$ 112.50
9/17/2025	CVB ADMINISTRATION	CVB PAYROLL - SALARY & WAGES	A - CVB B - HOT FUNDS A	$ 1,920.00
9/17/2025	INTERNAL REVENUE SERVICE	CVB PAYROLL - PAYROLL TAXES	A - CVB B - HOT FUNDS A	$ 118.65
9/17/2025	INTERNAL REVENUE SERVICE	CVB PAYROLL - PAYROLL TAXES	A - CVB B - HOT FUNDS A	$ 27.75
9/17/2025	P-CARD EXPENSE	REFRIGERATOR FOR CVB	B - HOT FUNDS ADMIN	$ 162.59
9/19/2025	P-CARD EXPENSE	SIGNAGE FOR FURNISHING & SET UP OF CVB INFO CENTE	A - CVB B - HOT FUNDS A	$ 84.98
9/23/2025	P-CARD EXPENSE	CVB INFO CENTER LOBY SET-UP SUPPLIES	A - CVB B - HOT FUNDS A	$ 65.85
9/23/2025	REIMBURSE - C WADE	MILEAGE - PICKUP BANNER	B - HOT FUNDS ADMIN	$ 39.20
9/23/2025	AUSTIN COUNTY NEWS ONLINE	ACN - WEBSITE HOSTING	C - ADVERTISING	$ 75.00
9/24/2025	P-CARD EXPENSE	CVB INFO CENTER LOBY SET-UP SUPPLIES	A - CVB B - HOT FUNDS A	$ 27.43
9/24/2025	P-CARD EXPENSE	BILLBOARD FOR MARKETING	C - ADVERTISING	$ 8,033.98

HOT Fund Financial Overview

Date	Vendor	Description	Category	Amount
9/25/2025	P-CARD EXPENSE	CVB INFO CENTER LOBY SET-UP SUPPLIES	A - CVB B - HOT FUNDS A	$ 209.35
9/25/2025	EL GUERO LANDSCAPING	LANDSCAPING - RISING RED BUD INSTALLED	A - CVB B - HOT FUNDS A	$ 83.61
9/25/2025	WITTENBURG PRINTING	WITTENBERG - CVB PICTURES	A - CVB B - HOT FUNDS A	$ 1,414.90
9/25/2025	ELECTRON BEAM TECHNOLOGY	CVB DOOR INSTALLATION	A - CVB B - HOT FUNDS A	$ 2,800.00
9/25/2025	ELECTRON BEAM TECHNOLOGY	GLASS DOOR PROFESSIONAL BUILDING	A - CVB B - HOT FUNDS A	$ 1,975.00
9/25/2025	WITTENBURG PRINTING	MAXMETAL 64" X 40"	A - CVB B - HOT FUNDS A	$ 511.72
9/25/2025	WITTENBURG PRINTING	JOURNAL W/ PENS	C - ADVERTISING	$ 2,827.40
9/25/2025	WITTENBURG PRINTING	CRAYONS	C - ADVERTISING	$ 1,016.22
9/25/2025	WITTENBURG PRINTING	PLANTABLE GIFT BASKET	C - ADVERTISING	$ 1,160.48
9/25/2025	WITTENBURG PRINTING	TOTE BAGS	C - ADVERTISING	$ 749.15
9/25/2025	WITTENBURG PRINTING	TUMBLERS	C - ADVERTISING	$ 1,646.00
9/25/2025	WITTENBURG PRINTING	BOTTLED WATER 8OZ	C - ADVERTISING	$ 436.00
9/25/2025	WITTENBURG PRINTING	BOTTLED WATER 16 OZ	C - ADVERTISING	$ 469.25
9/25/2025	WITTENBURG PRINTING	DISCOVER SEALY KOOZIES	C - ADVERTISING	$ 262.50
9/28/2025	CVB ADMINISTRATION	CVB PAYROLL - SALARY & WAGES	B - HOT FUNDS ADMIN	$ 652.80
9/28/2025	CVB ADMINISTRATION	CVB PAYROLL - SALARY & WAGES	B - HOT FUNDS ADMIN	$ 1,920.00
9/28/2025	INTERNAL REVENUE SERVICE	CVB PAYROLL - PAYROLL TAXES	B - HOT FUNDS ADMIN	$ 49.94
9/28/2025	INTERNAL REVENUE SERVICE	CVB PAYROLL - PAYROLL TAXES	B - HOT FUNDS ADMIN	$ 146.40
9/28/2025	TEXAS MUNICIPAL RETIREMENT SYSTEM	CVB PAYROLL - RETIREMENT CONTRIBUTIONS	B - HOT FUNDS ADMIN	$ 98.57
9/28/2025	TEXAS MUNICIPAL RETIREMENT SYSTEM	CVB PAYROLL - RETIREMENT CONTRIBUTIONS	B - HOT FUNDS ADMIN	$ 289.92
9/28/2025	TEXAS HEALTH BENEFITS	GROUP INSURANCE	B - HOT FUNDS ADMIN	$ 381.24
9/29/2025	P-CARD EXPENSE	DRINK PODS FOR VISITOR CENTER	A - CVB B - HOT FUNDS A	$ 24.48
9/30/2025	K.O. ELECTRIC	KO ELECTRIC - MOUNT WALL FIXTURES	A - CVB B - HOT FUNDS A	$ 191.25
9/30/2025	BLUE IRON TECHNOLOGIES	LAPTOP	A - CVB B - HOT FUNDS A	$ 1,759.99
9/30/2025	P-CARD EXPENSE	DISPLAY SHELVING	A - CVB B - HOT FUNDS A	$ 84.98
9/30/2025	CVB ADMINISTRATION	CVB PAYROLL - SALARY & WAGES	B - HOT FUNDS ADMIN	$ 384.00
9/30/2025	INTERNAL REVENUE SERVICE	CVB PAYROLL - PAYROLL TAXES	B - HOT FUNDS ADMIN	$ 29.28
9/30/2025	TEXAS MUNICIPAL RETIREMENT SYSTEM	CVB PAYROLL - RETIREMENT CONTRIBUTIONS	B - HOT FUNDS ADMIN	$ 57.98
9/30/2025	P-CARD EXPENSE	ONLINE CALENDAR SYSTEM	C - ADVERTISING	$ 2,560.00

FY 2025 HOT Fund Expenditures by Category



Event Hotel Room Night Impact

HOT Funded Events - Room Nights Generated

Event Name	Event Dates	Funding Category	Estimated Room Nights	Hotels Reporting
None				

Other Tracked Events (Non-HOT Funded)

Event Name	Event Dates	Organizer	Estimated Room Nights	Hotels Reporting
None				

Visitor Center Activity

Foot Traffic

Month	# Walk-in Visitors	# Walk-in Visitors - Prior Year
July	1	Unknown
August	2	Unknown
September	0	Unknown

Phone & Inquiry Traffic

Month	# Phone Calls	# Emails	Other Inquiry Types	Top Request Types
None				

Professional Development Association Engagement

Professional Training & Certifications

Certification Title	Organization	Month	Location	Status (Complete/In Progress
Cybersecurity	TMLIRP	July	Virtual	Complete - Tourism Manager
Risk Pool	TMLIRP	July	Virtual	Complete - Tourism Manager
Sexual Harassment For Managers	TMLIRP	July	Virtual	Complete - Tourism Manager
Ethical Behavior	TMLIRP	August	Virtual	Complete - Tourism Manager
Violence in the Workplace	TMLIRP	August	Virtual	Complete - Tourism Manager
Workplace Bullying	TMLIRP	August	Virtual	Complete - Tourism Manager
HOT Funds Compliance	Texas Hotel & Lodging Assoc.	September	Virtual	Complete - CVB Staff
DMS Certification Training	Destinations Texas (TACVB)	September	Forth Worth	In Progress - Tourism Manager

Association Meetings & Professional Participation

Meeting / Event Name	Organization	Month	Location	Topic
Bringing Back Main Street	Houston-Galveston Area Council	July	Alvin	State Programs for CVB's

ITEM #3

ITEM #4

AGENDA ITEM NO: _____

SUBMITTED BY: Patrick Parsons, Public Works Director
MEETING DATE: February 18, 2026

STAFF REPORT

DESCRIPTION

Discussion and Possible Action regarding Awarding or Rejecting Bid (s) for the 7th Street Waterline and Road Project.

ANALYSIS

Attached is the Resulting Bid Tabulation letter from Strand. Sovrex was the lowest bidder at $1,011,695.50.

RECOMMENDATION

Staff Recommends that we award Sovrex, LLC of Houston, Texas this project.

FINANCIAL IMPACTS

This project was budgeted to be funded by the 2025 CO's.

FY 2025-2026 APPROVED & PROPOSED PROJECT FUNDING SOURCE(S)

NAME	TOTAL	2018 CO	2022 CO	2025 CO	SEWER IMPACT	WATER IMPACT	GENERAL	WATER	SEWER	GAS	HOT FUNDS	EDC	Developer	GRANT	CHECK:
FUND BALANCE:			$ 16,790,000.00	$ 19,910,000.00	$ 1,118,280.01	$ 974,790.89									
HIGHWAY 36 SEWER EXTENSION	$ 1,218,231.50	$ 732,424.00	$ 485,807.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,218,231.50
This project is complete - remains on the list for tracking fund allocations															
FEMA GENERATOR GRANT PROJECT	$ 648,511.87	$ -	$ 89,710.33	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 558,801.54	$ 648,511.87
REXVILLE ROAD WATER WELL & PLANT, ENG & GEO	$ 6,674,230.00	$ 1,097,900.00	$ 5,576,330.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,674,230.00
Includes change order reduction ($45,920)															
Engineering Task Order $498,250															
Water Well $1,710,500 & Change Order -$45,920 + Geo $9,000															
Water Plant (Avila) $4,502,400															
ALLENS CREEK TRUNK SEWER, PHASE I & ENGINEERING	$ 6,700,000.00	$ -	$ 1,840,000.00	$ 4,860,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,595,000.00
Construction $6,020,000 + Engineering and Geo $680,000															
CHAPMAN B&PW DRAINAGE: WESTVIEW TERRACE	$ 6,475,000.00	$ -	$ 6,350,000.00	$ 125,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,475,000.00
Phase I: Westview Terrace Storm $3,787,785.50															
Phase II: Pond Expansion $2,212,214.50															
Engineering $475K															
2025 PAVEMENT ASSET ASSESSMENT (Task Order 25-01)	$ 33,500.00	$ -	$ 33,500.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 33,500.00
CHAPMAN B&PW PARKING EXPANSION - ENGINEERING STUDY	$ 867,700.00	$ -	$ -	$ 781,700.00	$ -	$ -	$ 86,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 867,700.00
9/3/25 #2 - $781,700 approved, plus engineering $86,000															
IRENE LEBLANC SPLASH PAD	$ 513,271.98	$ -	$ -	$ -	$ -	$ -	$ 87,043.98	$ -	$ -	$ -	$ -	$ 70,000.00	$ -	$ 356,228.00	$ 513,271.98
$455K + engineering $58,271.98															
TxDOT Facility Utility Expansion	$ 605,932.30	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 605,932.30	$ -	$ 605,932.30
SEVENTH STREET WATER LINE & ROADWAY & ENGINEERING	$ 1,220,000.00	$ -	$ -	$ 1,220,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ 1,220,000.00
11/19/25 Per R.T.: includes construction and geotechnical $1,058,000 + $62K Engin.															
WATER TANK IMPROVEMENTS 2024	$ 14,000.00	$ -	$ 14,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ 14,000.00
PUMP #2 OF 3 N. THIRD LIFT STATION 11/5/24	$ 70,000.00	$ -	$ 70,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ 70,000.00
PUMP #3 OF 3 N. THIRD LIFT STATION 11/5/24	$ 70,000.00	$ -	$ 70,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ 70,000.00
Repairs to Wells #5 & #6 Contingent on TCEQ approval 8/18/25	$ 400,000.00			$ 400,000.00											$ 400,000.00
CRYAN PARK POND EROSION MANAGEMENT & BEAUTIFICATION	$ 439,800.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 439,800.00		$ -	$ 439,800.00
37K engineering, $373,200 construction, $29,600 contingencies															
CRYAN PARK POND WALKING TRAIL LIGHTING PROJECT	$ 285,100.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 285,100.00		$ -	$ 285,100.00
37K engineering, $218,500 lights/construction, $29,600 contingencies															
SHADE STRUCTURE PROJECT AT CRYAN PARK WALKING TRAIL	$ 50,000.00	$ -	$ -	$ -	$ -	$ -	$ 25,000.00	$ -	$ -	$ -	$ -	$ 25,000.00		$ -	$ 50,000.00
POLICE DEPARTMENT FROM CONDENSATION - ENGINEERING STUDY	$ 27,000.00	$ -	$ -	$ -	$ -	$ -	$ 27,000.00	$ -	$ -	$ -	$ -	$ -		$ -	$ 27,000.00
IMPROVEMENTS AND REPAIRS TO PLAYGROUND EQUIPMENT AT PARKS	$ 150,000.00	$ -	$ -	$ -	$ -	$ -	$ 150,000.00	$ -	$ -	$ -	$ -	$ -		$ -	$ 150,000.00
W. E. HILL COMMUNITY CENTER: ADA IMPROVEMENTS	$ 87,750.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 105,000.00		$ -	$ 105,000.00
$70,000 construction architectural $17,750, (T.O. #2 $17,850) Remaining funds $69,900 constr.															
LIEDERTAFEL HISTORIC PRESERVATION IMPROVEMENTS	$ 124,975.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 35,000.00	$ 91,500.00		$ -	$ 126,500.00
EDC $75K Construction EDC $14,500 architectural, HOT $35,475 Construction Architectural $14,500 + $110,475 construction)															
WAYFINDING SIGN PROJECT	$ 105,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 100,000.00	$ 5,000.00		$ -	$ 105,000.00
DOWNTOWN ALLEY IMPROVEMENTS & LIGHTING PROJECT	$ 250,000.00	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ 250,000.00		$ -	$ 250,000.00
$40K consultant - Redev. Ch. 29/$160K construction/$50K engineering															
UTILITY LINE EXTENSION FOR BUSINESS EXPANSION	$ 12,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 12,000.00		$ -	$ 12,000.00
W FRONT STREET INFRASTRUCTURE PROJECT	$ 9,469,000.00	$ -	$ 2,260,652.17	$ 6,692,776.83	$ 515,571.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ 9,469,000.00
$8,709,000 construction & geo + $760K engineer + GEO															
PROPOSED: ADA & SPACE IMPROVEMENTS TO CITY HALL/HILL CENTER	COST OPINION TO BE DETERMINED	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
FY 2026 REXVILLE ROAD WATER TANK REHAB (W-11)	$ 700,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 700,000.00	$ -	$ -	$ -	$ -		$ -	$ -
Patrick said the Walmart Tower is due for Rehab - NOT BUDGETED															
FY 25/26 FIRE HYDRANT MAINTENANCE	$ 90,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 90,000.00	$ -	$ -	$ -	$ -		$ -	$ 700,000.00
FY 25/26 SEWER TREATMENT PLANT IMPROVEMENTS	$ 245,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 245,000.00	$ -	$ -	$ -		$ -	$ 90,000.00
FY 25/26 SEWER INFRASTRUCTURE & SEWER LINE IMPROVEMENTS	$ 560,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 560,000.00	$ -	$ -	$ -		$ -	$ 245,000.00
FY 25/26 GAS LINE IMPROVEMENTS- 6" under Highway 90	$ 50,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 50,000.00	$ -	$ -		$ -	$ 560,000.00
TOTAL:	$ 38,156,002.65	$ 1,830,324.00	$ 16,790,000.00	$ 14,079,476.83	$ 515,571.00	$ -	$ 375,043.98	$ 790,000.00	$ 805,000.00	$ 50,000.00	$ 135,000.00	$ 1,283,400.00	$ 605,932.30	$ 915,029.54	$ 36,069,777.65
REMAINING BALANCED (UNASSIGNED):	BALANCE REMAINING	$ -	$ -	$ 5,830,523.17	$ 602,709.01	$ 571,764.00									$ 50,000.00

Updated 2.11.26 KH

STRAND
ASSOCIATES®
Excellence in Engineering℠

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

February 9, 2026

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

Re: Seventh Street Water Line and Roadway Improvements
Contract 3-2025
City of Sealy, Texas

Dear Ms. Hill:

Bids for the above-referenced Project were opened on January 27, 2026. Six Bids were received with the resulting Bid tabulation enclosed. The low Base Bid of $862,170.50 and Bid Alternative No. 1 of $149,525, for a computed total of $1,011,695.50, was less than ENGINEER's opinion of probable construction cost.

Sovrex, LLC of Houston, Texas, was the apparent low Bidder at $1,011,695.50. The Bid included a Bid Bond for 5 percent. The Bid is deemed to be responsive.

Strand Associates, Inc.® has not had previous experience with Sovrex, LLC.

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

Sincerely,

STRAND ASSOCIATES, INC.®

Jared D. Engelke, P.E.

Enclosure

Bids Received: 10 A.M.
January 27, 2026

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

CITY OF SEALY
SEALY, TEXAS
SEVENTH STREET WATER LINE AND ROADWAY IMPROVEMENTS
CONTRACT 3-2025

BID TABULATION SUMMARY

Bidder and Address	Bid Bond or Guarantee	Addenda Acknowledged	Computed Total Bid	Bid Alternative No. 1
Sovrex, LLC 8876 Gulf Freeway, Suite 210 Houston, TX 77017	5%	NA	$862,170.50	$149,525.00
The Winstead House LLC, DBA IDig Katy 1935 Airline Drive Katy, TX 77493	5%	NA	$930,764.75 *$933,454.75	$157,080.00
Vera Industries, LLC 2440 Texas Parkway Missouri City, TX 77489	5%	NA	$951,261.50	$125,912.50 *$128,715.00
Mercer Construction Company 909 North Colorado Street Edna, TX 77957	5%	NA	$959,022.00	$123,225.00
JTM Construction, LLC 2709 Cottonwood School Road Rosenberg, TX 77471	5%	NA	$982,770.50 *$982,793.71	$146,411.92 *$146,416.79

Bidder and Address	Bid Bond or Guarantee	Addenda Acknowledged	Computed Total Bid	Bid Alternative No. 1
ISJ Underground Utilities, LLC 526 South Pine Street Arcola, TX 77583	5%	NA	$1,033,170.90	$125,266.50

*CONTRACTOR'S COMPUTED TOTAL

Reviewed by: Blake Faddy

STATE OF TEXAS
JARED DAVID ENGELKE
138204
LICENSED
PROFESSIONAL ENGINEER
2.9.2026

Bids Received, 10 A.M., January 27, 2026

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

CITY OF SEALY
SEALY, TEXAS
SEVENTH STREET WATER LINE AND ROADWAY IMPROVEMENTS
CONTRACT 3-2025

BID TABULATION BREAKDOWN

				Sovtex, LLC 8875 Gulf Freeway, Suite 210 Houston, TX 77017		The Winstead House LLC, DBA Big Katy 1935 Airline Drive Katy, TX 77493		Vera Industries, LLC 2450 Texas Parkway Missouri City, TX 77489		Mercer Construction Company 909 North Colorado Street Edna, TX 77957		JTM Construction, LLC 2709 Cottonwood School Road Rosenberg, TX 77471		ISJ Underground Utilities, LLC 526 South Pine Street Arcola, TX 77583	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.	Mobilization	1	LS	$ 60,000.00	$ 60,000.00	$ 30,000.00	$ 30,000.00	$ 45,000.00	$ 45,000.00	$ 70,000.00	$ 70,000.00	$ 32,358.00	$ 32,358.00	$ 80,000.00	$ 80,000.00
2.	Stormwater Pollution Prevention Plan	1	LS	$ 10,000.00	$ 10,000.00	$ 5,500.00	$ 5,500.00	$ 4,040.50	$ 4,040.50	$ 3,000.00	$ 3,000.00	$ 3,450.00	$ 3,450.00	$ 100.00	$ 100.00
3.	Obliterate the Existing Valve Box	4	EA	$ 1,680.00	$ 6,720.00	$ 1,250.00	$ 5,000.00	$ 262.00	$ 1,048.00	$ 225.00	$ 900.00	$ 300.00	$ 1,200.00	$ 300.00	$ 1,200.00
4.	Abandon the Existing Water Line In Place (All Line Sizes)	1	LS	$ 3,300.00	$ 3,300.00	$ 3,250.00	$ 3,250.00	$ 8,414.00	$ 8,414.00	$ 1,150.00	$ 1,150.00	$ 2,876.00	$ 2,876.00	$ 100.00	$ 100.00
5.	Provide 6-IN American Water Works Association (AWWA) C-900 Dimension Ratio (DR)-18 Polyvinyl Chloride (PVC) Water Line by Open Cut (INCL All Fittings Required for Installation and Native Backfill W/Density Control); CIP	1,725	LF	$ 35.00	$ 60,375.00	$ 27.27	$ 47,040.75	$ 55.50	$ 95,737.50	$ 56.00	$ 96,600.00	$ 41.30	$ 71,242.50	$ 55.50	$ 95,737.50
6.	Provide 8-IN AWWA C-900 DR-18 PVC Water Line by Bore (INCL All Fittings Required for Installation and Native Backfill W/Density Control); CIP	200	LF	$ 58.00	$ 11,600.00	$ 48.00	$ 9,600.00	$ 103.00	$ 20,600.00	$ 85.00	$ 17,000.00	$ 78.20	$ 15,640.00	$ 121.00	$ 24,200.00
7.	Provide 2-IN PVC Water Line by Open Cut	350	LF	$ 13.00	$ 4,550.00	$ 15.00	$ 5,250.00	$ 26.50	$ 9,275.00	$ 31.00	$ 10,850.00	$ 25.60	$ 8,960.00	$ 19.50	$ 6,825.00

				Sovrez, LLC 6876 Gulf Freeway, Suite 210 Houston, TX 77017		The Winstead House LLC, DBA iDig Katy 1935 Airline Drive Katy, TX 77493		Vera Industries, LLC 2440 Texas Parkway Missouri City, TX 77489		Mercer Construction Company 909 North Colorado Street Edna, TX 77957		JTM Construction, LLC 2709 Cottonwood School Road Rosenberg, TX 77471		ISJ Underground Utilities, LLC 526 South Pine Street Arcola, TX 77583	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
8.	Cement Stabilized Sand Encasement for Water Line (Undistributed)	40	LF	$ 44.00	$ 1,760.00	$ 70.00	$ 2,800.00	$ 16.50	$ 660.00	$ 48.00	$ 1,920.00	$ 4.10	$ 164.00	$ 15.00	$ 600.00
9.	Remove and Replace Asphalt Trench Repair	58	LF	$ 68.00	$ 3,944.00	$ 25.00	$ 1,450.00	$ 54.50	$ 3,161.00	$ 60.00	$ 3,480.00	$ 49.40	$ 2,865.20	$ 15.00	$ 870.00
10.	Provide a 6-IN Gate Valve and Valve Box; CIP	9	EA	$ 3,300.00	$ 29,700.00	$ 1,750.00	$ 15,750.00	$ 4,787.50	$ 43,087.50	$ 1,550.00	$ 13,950.00	$ 1,850.60	$ 16,655.40	$ 3,984.00	$ 35,856.00
11.	Make a 6-IN Wet Connection to the Existing Water Line; CIP	2	EA	$ 5,200.00	$ 10,400.00	$ 950.00	$ 1,900.00	$ 1,721.50	$ 3,443.00	$ 2,950.00	$ 5,900.00	$ 2,334.60	$ 4,669.20	$ 1,304.00	$ 2,608.00
12.	Make a 6-IN Wet Tap Connection to Existing Water Line, INCL Tapping Sleeve and Tapping Gate Valve	3	EA	$ 17,000.00	$ 51,000.00	$ 5,750.00	$ 17,250.00	$ 8,626.50	$ 25,879.50	$ 4,500.00	$ 13,500.00	$ 7,302.10	$ 21,906.30	$ 14,429.00	$ 43,287.00
13.	Make a 2-IN Wet Connection to the Existing Water Line; CIP	2	EA	$ 3,800.00	$ 7,600.00	$ 2,800.00	$ 5,600.00	$ 1,032.00	$ 2,064.00	$ 2,000.00	$ 4,000.00	$ 1,580.00	$ 3,160.00	$ 1,601.50	$ 3,203.00
14.	Remove and Dispose of Existing Fire Hydrant Assembly	1	EA	$ 650.00	$ 650.00	$ 1,500.00	$ 1,500.00	$ 244.00	$ 244.00	$ 540.00	$ 540.00	$ 287.60	$ 287.60	$ 250.00	$ 250.00
15.	Provide a Fire Hydrant Unit (INCL All Fittings Required for Installation)	2	EA	$ 8,000.00	$ 16,000.00	$ 6,500.00	$ 13,000.00	$ 12,338.00	$ 24,676.00	$ 6,550.00	$ 13,100.00	$ 7,069.30	$ 14,138.60	$ 15,710.50	$ 31,421.00
16.	Provide a Short Polyethylene Service (Less Than 25 LF) (Various Sizes)	17	EA	$ 850.00	$ 14,450.00	$ 900.00	$ 15,300.00	$ 1,277.50	$ 21,717.50	$ 1,400.00	$ 23,800.00	$ 886.10	$ 15,063.70	$ 1,281.50	$ 21,785.50
17.	Provide a Long Polyethylene Service (Greater Than 25 LF) (Various Sizes)	10	EA	$ 900.00	$ 9,000.00	$ 1,200.00	$ 12,000.00	$ 1,420.00	$ 14,200.00	$ 2,300.00	$ 23,000.00	$ 1,212.30	$ 12,123.00	$ 2,459.50	$ 24,595.00
18.	Provide a Long Polyethylene Service by Bore (Greater Than 25 LF) (Various Sizes)	2	EA	$ 900.00	$ 1,800.00	$ 950.00	$ 1,900.00	$ 2,759.00	$ 5,518.00	$ 2,500.00	$ 5,000.00	$ 1,638.10	$ 3,276.20	$ 3,908.50	$ 7,817.00
19.	Remove and Replace the Concrete Curb and Gutter	236	LF	$ 75.00	$ 17,700.00	$ 50.00	$ 11,800.00	$ 32.50	$ 7,670.00	$ 60.00	$ 14,160.00	$ 60.20	$ 14,207.20	$ 75.00	$ 17,700.00

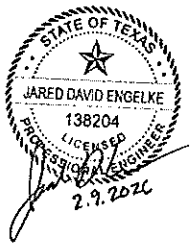
				Sovtex, LLC 6878 Gulf Freeway, Suite 210 Houston, TX 77017		The Winstead House LLC, DBA iDig Katy 1935 Airline Drive Katy, TX 77493		Vera Industries, LLC 2440 Texas Parkway Missouri City, TX 77489		Mercer Construction Company 909 North Colorado Street Edna, TX 77957		JTM Construction, LLC 2709 Cottonwood School Road Rosenberg, TX 77471		ISJ Underground Utilities, LLC 526 South Pine Street Arcola, TX 77583	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
20.	Remove and Dispose of Existing Driveway Curb	28	LF	$ 5.00	$ 140.00	$ 40.00	$ 1,120.00	$ 19.50	$ 546.00	$ 35.00	$ 980.00	$ 15.00	$ 420.00	$ 30.00	$ 840.00
21.	Remove and Dispose of Existing Asphalt Driveway	23	SY	$ 5.00	$ 115.00	$ 50.00	$ 1,150.00	$ 40.00	$ 920.00	$ 60.00	$ 1,380.00	$ 20.00	$ 460.00	$ 35.00	$ 805.00
22.	Furnish and Install Concrete Driveway Approach	28	SY	$ 240.00	$ 6,720.00	$ 150.00	$ 4,200.00	$ 101.50	$ 2,842.00	$ 170.00	$ 4,760.00	$ 107.00	$ 2,996.00	$ 138.00	$ 3,864.00
23.	Restore Existing Gravel Driveways	430	SY	$ 22.00	$ 9,460.00	$ 30.00	$ 12,900.00	$ 35.00	$ 15,050.00	$ 40.00	$ 17,200.00	$ 98.09	$ 42,178.70	$ 40.00	$ 17,200.00
													*$42,160.31		
24.	Hot Mix Asphalt Pavement (2 1/2-IN Thick, Type D)	705	T	$ 120.00	$ 84,600.00	$ 210.00	$ 148,050.00	$ 371.50	$ 261,907.50	$ 200.00	$ 141,000.00	$ 166.63	$ 117,474.15	$ 225.00	$ 158,625.00
													*$117,470.63		
25.	Flexible Base, Type A or D, Grade 1-2, (10-IN)	5,025	SY	$ 50.00	$ 251,250.00	$ 77.00	$ 386,925.00	$ 39.00	$ 195,975.00	$ 33.00	$ 165,825.00	$ 63.96	$ 321,399.00	$ 45.00	$ 226,125.00
													*$321,411.56		
26.	Lime-Fly Ash Treated Stabilization of Material in Place, 6-IN	5,025	SY	$ 28.50	$ 143,212.50	$ 17.00	$ 85,425.00	$ 9.00	$ 45,225.00	$ 27.00	$ 135,675.00	$ 31.71	$ 159,342.75	$ 20.00	$ 100,500.00
													*$159,355.31		
27.	Remove and Dispose of Existing MH and Furnish and Install a 4-FT-DIA Precast Concrete MH	1	EA	$ 6,200.00	$ 6,200.00	$ 5,000.00	$ 5,000.00	$ 13,992.50	$ 13,992.50	$ 10,500.00	$ 10,500.00	$ 1,091.60	$ 1,091.60	$ 12,485.50	$ 12,485.50

				Sovrex, LLC 8876 Gulf Freeway, Suite 210 Houston, TX 77017		The Winstead House LLC, DBA iDig Katy 1935 Airline Drive Katy, TX 77493		Vera Industries, LLC 2440 Texas Parkway Missouri City, TX 77489		Mercer Construction Company 909 North Colorado Street Edna, TX 77957		JTM Construction, LLC 2709 Cottonwood School Road Rosenberg, TX 77471		ISJ Underground Utilities, LLC 526 South Pine Street Arcola, TX 77583	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
28.	Furnish Equipment and Materials to Make an 8-IN Connection to the Existing MH	1	EA	$ 1,000.00	$ 1,000.00	$ 60.00	$ 60.00	$ 4,495.00	$ 4,495.00	$ 1,550.00	$ 1,550.00	$ 2,497.30	$ 2,497.30	$ 7,866.50	$ 7,866.50
							*$2,750.00								
29.	Remove and Dispose of Existing Sanitary Sewer and Furnish and Install an 8-IN American Society for Testing and Materials (ASTM) D3034 Standard Dimension Ratio (SDR) 26 Sanitary Sewer by Open Cut (All Depths)	371	LF	$ 30.00	$ 11,130.00	$ 60.00	$ 22,260.00	$ 57.00	$ 21,147.00	$ 94.00	$ 34,874.00	$ 68.60	$ 25,524.60	$ 109.50	$ 40,624.50
30.	Remove and Dispose of Existing Sanitary Sewer and Furnish and Install an 8-IN ASTM D2241 SDR 21 Sanitary Sewer by Open Cut (All Depths)	60	LF	$ 45.00	$ 2,700.00	$ 70.00	$ 4,200.00	$ 118.00	$ 7,080.00	$ 104.00	$ 6,240.00	$ 79.00	$ 4,740.00	$ 358.50	$ 21,510.00
31.	Remove and Dispose of Existing Sanitary Sewer and Furnish and Install a 6-Inch ASTM D3034 SDR 26 Sanitary Sewer by Open Cut (All Depths)	38	LF	$ 25.00	$ 950.00	$ 80.00	$ 3,040.00	$ 38.50	$ 1,463.00	$ 88.00	$ 3,344.00	$ 62.30	$ 2,367.40	$ 314.50	$ 11,951.00
32.	Remove and Dispose of Existing Sanitary Sewer Service and Furnish and Install a New 4-IN Service (Wye Connection to the Main Cleanout) and Cleanout Box	5	EA	$ 1,500.00	$ 7,500.00	$ 3,500.00	$ 17,500.00	$ 1,900.00	$ 9,500.00	$ 2,200.00	$ 11,000.00	$ 1,357.30	$ 6,786.50	$ 4,573.00	$ 22,865.00
33.	Remove and Reconnect Existing Sprinkler System to Original Condition (Per Lot)	2	EA	$ 1,700.00	$ 3,400.00	$ 1,500.00	$ 3,000.00	$ 1,159.00	$ 2,318.00	$ 500.00	$ 1,000.00	$ 1,000.00	$ 2,000.00	$ 1,500.00	$ 3,000.00
34.	Furnish Equipment and Materials to Perform Traffic Control in Accordance W/Texas Manual on Uniform Traffic Control Devices	1	LS	$ 3,500.00	$ 3,500.00	$ 7,500.00	$ 7,500.00	$ 11,693.50	$ 11,693.50	$ 34,500.00	$ 34,500.00	$ 13,147.40	$ 13,147.40	$ 3,500.00	$ 3,500.00
35.	Trench Safety	2,544	LF	$ 1.00	$ 2,544.00	$ 1.00	$ 2,544.00	$ 1.50	$ 3,816.00	$ 1.00	$ 2,544.00	$ 2.00	$ 5,088.00	$ 0.10	$ 254.40
36.	Site Restoration	1	LS	$ 3,500.00	$ 3,500.00	$ 12,500.00	$ 12,500.00	$ 115.50	$ 115.50	$ 35,800.00	$ 35,800.00	$ 18,056.40	$ 18,056.40	$ 1,000.00	$ 1,000.00

				Sovrex, LLC 8876 Gulf Freeway, Suite 210 Houston, TX 77017		The Winstead House LLC, DBA iDig Katy 1935 Airline Drive Katy, TX 77493		Vera Industries, LLC 2440 Texas Parkway Missouri City, TX 77489		Mercer Construction Company 909 North Colorado Street Edna, TX 77957		JTM Construction, LLC 2709 Cottonwood School Road Rosenberg, TX 77471		SJ Underground Utilities, LLC 526 South Pine Street Arcola, TX 77583	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
37.	Construction Materials Testing	1	LS	$ 3,500.00	$ 3,500.00	$ 7,500.00	$ 7,500.00	$ 16,740.00	$ 16,740.00	$ 29,000.00	$ 29,000.00	$ 12,937.60	$ 12,937.60	$ 2,000.00	$ 2,000.00
ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 37					$ 862,170.50		$ 930,764.75		$ 951,261.50		$ 959,022.00		$ 962,770.50		$ 1,033,170.90
CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 37					$ 862,170.50		*$933,454.75		$ 951,261.50		$ 959,022.00		*$962,793.71		$ 1,033,170.90

* CONTRACTOR'S COMPUTED TOTAL

Reviewed by Blake Fallon



Bids Received: 10 A.M., January 27, 2026

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

CITY OF SEALY
SEALY, TEXAS
SEVENTH STREET WATER LINE AND ROADWAY IMPROVEMENTS
CONTRACT 3-2025

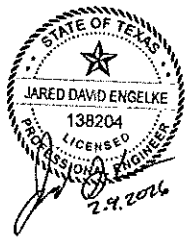
BID ALTERNATIVE NO. 1 BREAKDOWN

				Sovrex, LLC 6878 Gulf Freeway, Suite 210 Houston, TX 77017		The Winstead House LLC, DBA Big Katy 1935 Airline Drive Katy, TX 77493		Vera Industries, LLC 2440 Texas Parkway Missouri City, TX 77489		Mercer Construction Company 909 North Colorado Street Edna, TX 77957		JTM Construction, LLC 2709 Cottonwood School Road Rosenberg, TX 77471		ISJ Underground Utilities, LLC 526 South Pine Street Arcola, TX 77583	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.	Hot Mix Asphalt Pavement (2 1/2-IN Thick, Type D)	155	T	$ 184.00	$ 28,520.00	$ 210.00	$ 32,550.00	$ 372.00	$ 57,660.00	$ 270.00	$ 41,850.00	$ 166.63	$ 25,827.65	$ 225.00	$ 34,875.00
									*$57,692.50				*$25,826.83		
2.	Flexible Base, Type A or D, Grade 1-2, (10-IN)	1,110	SY	$ 60.00	$ 66,600.00	$ 80.00	$ 88,800.00	$ 39.00	$ 43,290.00	$ 33.00	$ 36,630.00	$ 63.96	$ 70,995.60	$ 45.00	$ 49,950.00
													*$70,998.39		
3.	Lime-Fly Ash Treated Stabilization of Material in Place, 6-IN	1,110	SY	$ 39.00	$ 43,290.00	$ 18.00	$ 19,980.00	$ 9.00	$ 9,990.00	$ 27.00	$ 29,970.00	$ 31.71	$ 35,198.10	$ 20.00	$ 22,200.00
													*$35,200.88		
4.	Provide a Long Polyethylene Service (Greater Than 25 LF)	-1	EA	$ 3,360.00	$ (3,360.00)	$ 500.00	$ (500.00)	$ 1,285.00	$ (1,285.00)	$ 2,300.00	$ (2,300.00)	$ 1,212.30	$ (1,212.30)	$ 6,000.00	$ (6,000.00)
5.	Provide a Short Polyethylene Service (Less Than 25 LF)	2	EA	$ 2,300.00	$ 4,600.00	$ 2,000.00	$ 4,000.00	$ 1,427.00	$ 2,854.00	$ 1,400.00	$ 2,800.00	$ 886.10	$ 1,772.20	$ 1,826.50	$ 3,653.00

No.	Description	Quantity	Unit	Sovrex, LLC 8876 Gulf Freeway, Suite 210 Houston, TX 77017		The Winstead House LLC, DBA iDig Katy 1935 Airline Drive Katy, TX 77493		Vera Industries, LLC 2440 Texas Parkway Missouri City, TX 77489		Mercer Construction Company 909 North Colorado Street Edna, TX 77957		JTM Construction, LLC 2709 Cottonwood School Road Rosenberg, TX 77471		ISJ Underground Utilities, LLC 526 South Pine Street Arcola, TX 77583	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
6.	Provide a 6-IN American Water Works Association C-900 Dimension Ratio-18 polyvinyl chloride (PVC) Water Line by Bore (INCL All Fittings Required for Installation and Native Backfill W/Density Control); CIP	5	LF	$ 11.00	$ 55.00	$ 300.00	$ 1,500.00	$ 54.00	$ 270.00	$ 88.00	$ 440.00	$ 78.20	$ 391.00	$ 881.50	$ 4,407.50
7.	Make a 24N Wet Tap Connection W/Tapping Sleeve and Tapping Gate Valve	1	EA	$ 1,200.00	$ 1,200.00	$ 2,250.00	$ 2,250.00	$ 3,500.00	$ 3,500.00	$ 2,435.00	$ 2,435.00	$ 1,702.70	$ 1,702.70	$ 8,436.00	$ 8,436.00
8.	Provide a 2-IN PVC Water Line by Open Cut	320	LF	$ 20.00	$ 6,400.00	$ 15.00	$ 4,800.00	$ 26.00	$ 8,320.00	$ 31.00	$ 9,920.00	$ 25.60	$ 8,192.00	$ 19.00	$ 6,080.00
9.	Restore Existing Gravel Driveways	37	SY	$ 60.00	$ 2,220.00	$ 100.00	$ 3,700.00	$ 35.50	$ 1,313.50	$ 40.00	$ 1,480.00	$ 95.81	$ 3,544.97	$ 45.00	$ 1,665.00
													*$3,545.06		
ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 9					$ 149,525.00		$157,060.00		$ 125,912.50		$ 123,225.00		$ 146,411.92		$ 125,266.50
CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 9					$ 149,525.00		$157,060.00		*$128,715.00		$ 123,225.00		*$146,416.79		$ 125,266.50

* CONTRACTOR'S COMPUTED TOTAL

Reviewed by Blake Faldyn



ITEM #5

AGENDA ITEM NO: _____

SUBMITTED BY: Patrick Parsons, Public Works Director
MEETING DATE: February 18, 2026

STAFF REPORT

DESCRIPTION

Discussion and Possible Action regarding Repaving of the Alley Way between Main Street and 4th Street in an amount not to exceed $50,000.

ANALYSIS

In the alley by the Professional Building on Main St there is significant deterioration to the structure of the alley which requires repairs. Staff received quotes to make this repair.

RECOMMENDATION

Staff recommends to approve the quote from Vera Industries for a total of $48,312.00

FINANCIAL IMPACTS

This will be funded by Street & Alley Repairs & Maintenance (10-575-53600).

10 -GENERAL FUND
STREETS

DEPARTMENTAL EXPENDITURES	2022-2023 ACTUAL	2023-2024 ACTUAL	2024-2025 CURRENT BUDGET	2024-2025 YEAR-TO-DATE ACTUAL	2024-2025 PROJECTED YEAR END	2025-2026 PROPOSED BUDGET	2025-2026 APPROVED BUDGET
10-575-53090 Contract Labor	0	0	0	0	0	0	0
10-575-53170 Mosquito Control	9,394	6,039	20,000	0	0	20,000	20,000
10-575-53200 Electricity	66,530	99,944	76,000	0	0	110,000	110,000
10-575-53210 Telephone	1,158	1,158	1,155	0	0	1,200	1,200
10-575-53270 GPS Service Fees	0	0	0	0	0	0	0
10-575-53300 Dues & Subscriptions	229	248	368	0	0	400	400
10-575-53310 Travel & Training	400	211	525	0	0	1,000	1,000
10-575-53340 Printing & Binding	37	0	100	0	0	100	100
10-575-53490 Claims Against the City	0	0	0	0	0	0	0
10-575-53500 Buildings & Grounds Rep/Ma	2,975	90	3,675	0	0	3,700	3,700
10-575-53540 Motor Vehicles Repairs/Mai	1,851	1,372	3,675	0	0	7,000	7,000
10-575-53560 Heavy Equipment Repairs/Ma	24,855	63,217	42,000	0	0	42,000	42,000
10-575-53580 Radio & Radar Repairs/Main	0	0	0	0	0	0	0
10-575-53600 Street & Alley Repairs & M	81,556	14,493	52,500	0	0	150,000	150,000
10-575-53900 Building & Land Rentals	600	0	5,250	0	0	10,135	10,135
10-575-53920 Equipment/Vehicle Rentals	2,770	11,695	36,750	0	0	36,750	36,750
10-575-53940 Uniform Rentals	1,762	1,886	2,205	0	0	2,500	2,500
TOTAL OPERATIONS	240,524	257,355	317,371	0	0	477,635	477,635

575-52000 General Office Supplies
NEXT YEAR NOTES:
Pens, pencils, clip boards, etc.

575-52010 Office Copy Supplies
NEXT YEAR NOTES:
copy paper

575-52040 Medical/First Aid Supplies
NEXT YEAR NOTES:
Includes medical and first aid supplies for minor injuries such as bandage, dressing, gauzes antiseptic wipes, gloves, splint and tourniquets.

575-52050 Motor Fuel & Oil
NEXT YEAR NOTES:
Diesel used for generators, tractors, and lawn mowers. Gasoline used for vehicles and small engines such as pumps, chop saw, and weed eaters.

575-52130 Food & Water Supplies
NEXT YEAR NOTES:
Includes drinks for employees such as Gatorade, water, coffee, electrolytes freeze pops.

575-52140 Traffic Signs & Markers
NEXT YEAR NOTES:
Department Head requested $30,000 - Added $5,000 for the cost of Wayfinding Signs that do not promote tourism and cannot be funded with HOT Funds. The reimbursement for the Wayfinding sign cost of $5K from EDC is included in Contributions from Component in Revenue Line Item

575-52150 Buildings & Grounds Suppli
NEXT YEAR NOTES:
Includes items such as: key copies, light bulbs, paint brushes, paint, tape, and 1/5 of the charge for cylinder rental used for welding such as argon and oxygen.

PROJECT INFORMATION:

Project Name: CONCRETE REPLACEMENT

SCOPE OF WORK:

Vera Industries will supply labor, equipment, materials for the for the complete installation of the following items.

BID PRICES / COST BREAKDOWN:

Base Bid Amount:	**$ 48,312.00**

Line Item Bids: Labor, Equipment, Materials

BID ITEM	DESCRIPTION	U/M	QTY	U/P	TOTAL
1	8" CONCRETE PAVEMENT	SY	366.00	$ 120.00	$ 43,920.00
2	CONCRETE REMOVAL AND DISPOSAL	SY	366.00	$ 12.00	$ 4,392.00
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -

ADDENDA'S ASSOCIATED WITH BID

OMMISSIONS

ESTIMATE

Justin Beiersdorfer
7786 FM 1456
Bellville, Texas 77418
United States

7138704484

BILL TO
City of Sealy

kylesodolak@ci.sealy.tx.us

Estimate Number: 1066
Estimate Date: January 8, 2026
Valid Until: February 7, 2026
Grand Total (USD): **$54,598.00**

Items	Quantity	Price	Amount
Labor and equipment Labor and equipment to pour 3524 square feet of 8" concrete between Main St and Fourth St. per meeting.	3524	$11.00	$38,764.00
Demolition Demolition of 3524 square feet of concrete between Main St. and Fourth St. per meeting.	3524	$3.50	$12,334.00
Haul Off Haul off of existing concrete and material.	14	$250.00	$3,500.00

Grand Total (USD): **$54,598.00**

Powered by wave

ITEM #6

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 18th, 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.

The proposed Amendment One to the CoreForce Service Agreement adds Section 2.5 to allow third-party API integration for approved law enforcement purposes. Initially, the language referenced integration "at UA's sole discretion." CoreForce has agreed to remove the "sole discretion" language, ensuring that any third-party integration occurs only with written authorization and formal approval by the City, as reflected in the accompanying Third-Party API Integration Authorization.

The Third-Party API Authorization specifically permits limited data sharing between CoreForce and Flock Safety solely for legitimate law enforcement use and confirms that the City retains sole ownership of all ALPR data generated by or for the Police Department. The integration may also be terminated by written notice, ensuring the City maintains full control over participation.

CYBERSECURITY AND DATA PROTECTION

In response to Council concerns regarding cybersecurity and data protection, CoreForce has provided the following safeguards:

- API access is limited to approved third-party partners only
- Access is secured using token-based authentication
- Data is encrypted in transit
- All services operate within AWS GovCloud infrastructure

These measures provide industry-standard protections for secure data transmission and storage within a government-compliant cloud environment.

KEY ELEMENTS OF THE INTEGRATION

- **Purpose Limitation**: Data sharing is restricted to bona fide law enforcement purposes only.
- **City Authorization** Control: Integration requires written approval and formal authorization by the City.
- **Data Ownership**: The City of Sealy remains the sole owner of its ALPR data.
- **Termination Rights**: Either party may terminate the authorization by written notice.
- **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, accountability, and data security.

These clarifications address concerns related to data control, cybersecurity protections, and City authorization authority within the agreement.

In Summary, this amendment simply allows our CoreForce Mobile ALPR system and our Flock Safety ALPR system to securely share limited data for legitimate law enforcement purposes. Originally, the amendment included language referencing integration at CoreForce's 'sole discretion.' That language has been removed. Any integration now requires written authorization and formal approval by the City.

From a cybersecurity standpoint, API access is restricted to approved partners, secured through token-based authentication, data is encrypted in transit, and all services operate within AWS GovCloud. The City retains sole ownership of its data, and we can terminate the integration at any time by written notice. So this maintains our control, protects our data, and improves investigative efficiency."

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.

Sandra Vrablec

From: Russell Grimes
Sent: Thursday, February 12, 2026 4:31 PM
To: Sandra Vrablec; Kimbra Hill; Michael Barrow; Tim Kirwin
Subject: Revised Staff Report / CoreForce Amendment One API Agreement.
Attachments: Staff Report - PD - API Integration Between CoreForce and Flock Safety ALPR Systems rev2 2.18.26.docx; Sealy TX - Amendment One 2.3.2026.docx

Importance: High

I finally received the information I was waiting on from CoreForce regarding the Flock Safety API Amendment One. See attached revised Staff Report, as well as the revised Amendment One.

Originally, the amendment included language referencing integration at Core Force's 'sole discretion.' That language has been removed. Any integration now requires written authorization and formal approval by the City. From a cybersecurity standpoint, API access is restricted to approved partners, secured through token-based authentication, data is encrypted in transit, and all services operate within AWS GovCloud. The City retains sole ownership of its data, and we can terminate the integration at any time by written notice. So this maintains our control, protects our data, and improves investigative efficiency.

I believe this will satisfy the questions and concerns presented by Councilman Zapalac in the last council meeting.

Please let me know if there are any other questions. I will be prepared to present this on the 18th.

Thank you!

Russell Grimes
Chief of Police
Sealy Police Department
(979)885-2913 Office
1320 Rexville Road, Sealy, TX
rgrimes@ci.sealy.tx.us

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 from, 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:	_____

UTILITY.

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. 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") with the prior written request of the Client and UA's acceptance as set forth herein. 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.

ITEM #7

PRESENTATION AND DISCUSSION BY THE PUBLIC WORKS DIRECTOR

ITEM #8

REPORTS OR REQUESTS FROM THE CITY MANAGER AND DISCUSSION

ITEM #9

REPORTS, ANNOUNCEMENTS, OR REQUESTS FROM COUNCILMEMBERS

H. ADJOURN