



**NOTICE OF SPECIAL MEETING
SEALY CITY COUNCIL
CITY COUNCIL CHAMBERS
415 MAIN STREET
SEALY, TX 77474
THURSDAY, MAY 7, 2026
6:30 P.M.**

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

A. Call to Order

B. Invocation and Pledges of Allegiance

C. Roll Call and Certification of a Quorum

D. Petition(s) and Public Comments

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

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

F. Proclamation(s)

- **National Day of Prayer – May 7, 2026**
- **National Public Works Week – May 17 – 23, 2026**

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.)

- a) Approve the April 21, 2026, Regular Meeting Minutes
- b) Approve the April 29, 2026, Special Meeting Minutes
- c) Approve an Ordinance Amending Chapter 2, Amending Section 2-35 for Rules of Procedure; Deleting Section 2-68 Director of Public Works and Director of Parks, Streets, Drainage, and Building Services; Deleting Section 2-187 City Rental Venues
(Second of two readings)
- d) Ratification to Approve a Resolution to Apply for Motor Vehicle Crime Prevention Authority Grant (MVCPA) Application
- e) Approving the Second (2) Quarter Investment Report for Fiscal Year 2025-2026.
- f) Approving the City Manager Job Description

g) Approving the City Manager Evaluation Form

H. Business

1. Official Canvass of the General City of Sealy Election conducted on Saturday, May 2, 2026.
2. Discussion and Possible Action regarding Approving an Ordinance Canvassing the returns and declaring the results of the General City of Sealy Election conducted on Saturday, May 2, 2026.
3. Comments from current and outgoing Councilmembers.
4. Administer Statement of Officer Oath and Oath of Office to Newly Elected Officers.
5. Discussion and Possible Action regarding Approving an Agreement with NEOGOV for Implementation and Subscription of Human Resource Information System (HRIS), Payroll, Benefits, and Time and Attendance Software through Sourcewell Cooperative Purchasing Program.
6. Discussion regarding Amending Chapter 2 Section 2-33 for Order of Business at Regular Meetings.
7. Discussion and Possible Action regarding Approving Columbus Road Lift Station Pump Replacement in an amount not to exceed \$25,000.
8. Discussion and Possible Action regarding Approving Ratification of Emergency Replacement of Well #9 Motor in an amount not to exceed \$30,000.
9. Discussion and Possible Action regarding Amending the City of Sealy Boards and Commission Policy.
10. Discussion and Possible Action regarding Scheduling of Workshop Date for Zoning Exploration.

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

- a) **Texas Government Code, Section 551.071, Consultation with Attorney: A governmental body may conduct a private consultation with its attorney when the governmental body seeks the advice of its attorney about pending or contemplated litigation; or a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code.**
 - **Interlocal Agreement, Utility Billing, and Lease with Austin County Emergency Service District No. 2**
 - **Shyanne Moore and Christopher Moore v. City of Sealy Et al., Cause No. 2026V-0103, in the 155th Judicial District Court Austin County, Texas**

11. Reconvene into regular session and consider action, if any, on items discussed in Executive Session.
12. Reports or Requests from the City Manager and Discussion:
13. Reports, Announcements, or Requests from Councilmembers.

J. Adjourn

CERTIFICATION

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



Sandra Vrabec, City Secretary

F. PROCLAMATION(S)



WHEREAS, throughout the history of this nation, in times of plenty, in days of scarcity, in periods of joy and in moments of sorrow, many have turned to prayer, reaching out to God for courage, for guidance, to give thanks, and to seek solace; and

WHEREAS, the first Continental Congress called for a National Day of Prayer in 1775, and President Abraham Lincoln called for a National Day of Prayer in 1863; and

WHEREAS, the National Day of Prayer was established as an official annual day of observance in 1952 by a joint resolution of the United States Congress and signed into law by President Harry S. Truman. The law was amended in 1988 by President Ronald Reagan to establish the first Thursday of every May as the National Day of Prayer; and

WHEREAS, the National Day of Prayer provides an opportunity to pray for our nation, our Armed Forces, its people, and its leaders while honoring the commitment to religious liberty and tolerance that contributes to our continued strength.

NOW, THEREFORE, I, Carolyn Bilski, Mayor of the City of Sealy, do hereby proclaim Thursday, May 7, 2026, as:

National Day of Prayer

in the City of Sealy, and in commemoration of this event, I urge all citizens to join together in their homes, places of work, and places of worship to pray for the unity of the hearts of all mankind, and to continue to pray for our city, our state, and our nation.

PROCLAIMED this 7th day of May 2026.





Carolyn Bilski, Mayor

CITY OF SEALY, TEXAS



Proclamation

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and the public health, high quality of life, and well-being of the people of the City of Sealy; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our health and safety who are on call for various utility emergencies and responsible for each of us; and,

WHEREAS, it is in the public interest for the City of Sealy to gain knowledge of and to maintain a positive interest and understanding of the importance of public works and various programs, as the critical necessity of water, sewer, and safe public roads, among many other services;

NOW, THEREFORE, I, Carolyn Bilski, Mayor of the City of Sealy, do hereby designate the week of May 17th – 23rd, 2026, as

National Public Works Week

and call upon all citizens and civic organizations to acquaint themselves with the issues involved in recognizing the health, safety, and quality of life of all citizens.

SIGNED and DATED this 7th day of May 2026.





Carolyn Bilski, Mayor

G. CONSENT AGENDA

a)



MINUTES
SEALY CITY COUNCIL
CITY COUNCIL CHAMBERS
415 MAIN STREET
SEALY, TX 77474
TUESDAY, APRIL 21, 2026
6:00 P.M.

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

B. Invocation and Pledges of Allegiance

Councilwoman Curry gave the Invocation, and Mayor Bilski led the Pledge 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 Entered meeting at 6:10 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:

Kimbra Hill, City Manager
Sandra Vrabec, City Secretary
Karissa McCullough, Assistant City Secretary
Tim Kirwin, City Attorney
Jennifer Matura, Finance Director
Russell Grimes, Chief of Police
Patrick Parsons, Public Works Director
Fawn Mackey, Court Administrator
Mike Barrow, Assistant City Manager/Planner
Bill Atkinson, EDC Director
Katherine Ellis, EDC Secretary
Charlie Wade, Tourism Manager

D. Petitions(s) and Public Comments

Edward Klecka signed up to speak on Business Item #5.

Abby Lynn Moyle signed up to speak.

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

A motion was made by Councilman Zapalac to Approve the agenda, except to move Items 16 and 17 after Item 6.

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. Proclamation(s)

- **Hurricane Preparedness Week – May 3 – 9, 2026**
- **Municipal Clerks Week – May 3 – 9, 2026**
- **Mayor Pro Tem – Councilmember, Place 1 Dee Anne Lerma**

G. Presentation(s)

- **Fiscal Year 2024-2025 Annual Comprehensive Financial Audit Report by BrooksWatson Auditors**
- **Virgil and Josephine Gordon Memorial Library Semi-Annual Report**
- **2019 and 2020 Downtown Parking Assessments by Strand and Associates**

H. Consent Agenda

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

- Approve the April 7, 2026, Regular Meeting Minutes**
- Approval of the Convention and Visitors Bureau Operations and HOT Fund Reports for 1st Quarter Fiscal Year 2025-2026**
- Approving 2026 Consumer Price Index (CPI) Adjustment to Municipal Telecommunications Right-of-Way Access Line Rates**
- Approve an Ordinance Amending Section 70-31 of Article II of Chapter 70 (Second of two readings)**

- e) **Approve a Resolution to Apply for Motor Vehicle Crime Prevention Authority Grant (MVCPA) Application**
- f) **Accept the Semi-Annual Report from the Virgil and Josephine Gordon Memorial Library**
- g) **Approve Financial Report for Month Ending February 2026**
- h) **Ratification of Approval of CenterPoint Energy's Annual Franchise Payment Calculation pursuant to the City of Sealy franchise agreement with CenterPoint Energy Houston Electric, LLC**

A motion was made by Councilman Zapalac to Approve the Consent Agenda, except for item "d" to be discussed separately, Approving "a through c, and e through h". Councilman Miller seconded the motion. Mayor Bilski called for the vote.

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

The motion carried.

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

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

The motion carried.

I. Business

1. Discussion and Possible Action regarding Accepting the Fiscal Year 2024-2025 Annual Comprehensive Financial Report Audit Report from BrooksWatson & Co., PLLC.

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

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

The motion carried.

2. Discussion and Possible Action regarding Approving a Resolution Declaring Certain Personal Property to be Salvage Property and Ordering Disposal.

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 Approving a Resolution to Update the City Limits and Extraterritorial Jurisdiction Map (ETJ).

A motion was made by Councilman Zapalac to Approve a Resolution to Update the City Limits and Extraterritorial Jurisdiction Map (ETJ).
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. Discussion and Possible Action regarding Acceptance and possible Ratification of 8-acre tract by Special Warranty Deed from BSR Land Holdings, LLC.

A motion was made by Councilwoman Lerma to Accept the 8-acre tract by Special Warranty Deed from BSR Hand Holdings, LLC.
Councilman Miller seconded the motion. Mayor Bilski called for the vote.

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

The motion carried.

5. Discussion and Possible Action regarding Approving the Event Hall Project, located at 1310 Highway 90 West, utilizing a Sealy EDC Historic District and Business Improvement Grant and a Performance Agreement with the Sealy Columbus Club in an amount not to exceed \$8,500, in accordance with the Texas Local Government Code 505.158.

Mayor Bilski is abstaining and turned the meeting over to Mayor Pro Tem Lerma to conduct this agenda item.

A motion was made by Councilman Miller to Approve the Event Hall Project, located at 1310 Highway 90 West, utilizing a Sealy EDC Historic District and Business Improvement Grant and a Performance Agreement with the Sealy Columbus Club in an amount not to exceed \$8,500, in accordance with the Texas Local Government Code 505.158. Councilman Zapalac seconded the motion. Mayor Pro Tem Lerma called for the vote.

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

NOES: None

ABSTAIN: Bilski

The motion carried.

6. Discussion and Possible Action regarding Amending the Performance Agreement for a Sign Project located at approximately 419 Meyer Street with Fancy's Properties, LLC, in accordance with Texas Local Government Code 505.158.

A motion was made by Councilman Miller to Approve Amending the Performance Agreement for a Sign Project located at approximately 419 Meyer Street with Fancy's Properties, LLC, in accordance with Texas Local Government Code 505.158. Councilwoman Lerma seconded the motion. Mayor Bilski called for the vote.

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

NOES: None

The motion carried.

16. Discussion and Possible Action regarding an Interlocal Agreement between the City of Sealy and Emergency Services District #2.

A motion was made by Councilwoman Curry for the City Attorney to contact ESD #2's attorney to get clarification on the gray area of the contract and bring it back to City Council for further review.

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

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

NOES: None

The motion carried.

17. Discussion and Possible Action regarding Utility Service Account and Billings for Emergency Services District #2.

A motion was made by Councilman Noack to Recoup any charges over the last 12 months or whatever we can from the ESD #2, and began charging for utilities effective with the March billing.

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 Approving Sealy EDC Funding for the Playground Project located at the Mark A. Chapman Park and the Abe and Irene Levine Family Park to replace Community Playground and Recreational Equipment in an amount not to exceed \$400,000.00, in accordance with the Texas Local Government Code 505.152.

A motion was made by Councilman Miller to Approve Sealy EDC Funding for the Playground Project located at the Mark A. Chapman Park and the Abe and Irene Levine Family Park to replace Community Playground and Recreational Equipment in an amount not to exceed \$400,000.00, in accordance with the Texas Local Government Code 505.152.

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

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

NOES: None

The motion carried.

8. Discussion and Possible Action regarding Approving a Contract with All Play, Inc., for Design of Improvements to the Mark A. Chapman Park and the Abe and Irene Levine Family Park Playground Equipment.

A motion was made by Councilman Zapalac to table this Agenda Item.

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

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

NOES: None

The motion carried.

9. Discussion and Possible Action regarding Approving Task Order No. 26-01 Between Sealy EDC and Strand Associates, Inc., to conduct a Downtown Parking Assessment for the Downtown Area pursuant to the Texas Local Government Code 505.152, following the Approved SEDC Strategic Plan.

A motion was made by Councilman Miller to Approve Task Order No. 26-01 Between Sealy EDC and Strand Associates, Inc., to conduct a Downtown Parking Assessment for the Downtown Area pursuant to the Texas Local Government Code 505.152, following the Approved SEDC Strategic Plan.

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

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

NOES: None

The motion carried.

10. Discussion and Possible Action regarding Approving a Resolution for the Reappointments of Presiding Judge Lenzsch, Alternate Judge Gascoyne, and Magistrate Drake.

A motion was made by Councilwoman Lerma to Approve a Resolution for the Reappointments of Presiding Judge Lenzsch, Alternate Judge Gascoyne, and Magistrate Drake.

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

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

NOES: None

The motion carried.

11. Discussion and Possible Action regarding Annual Review of the City of Sealy Hotel Occupancy Tax Funds Program Policy (HOT Funds).

No action was taken.

12. Discussion and Possible Action regarding Amending the City of Sealy City-Wide vent Policy.

No action was taken.

13. Discussion and Possible Action regarding Approving Maintenance, Painting, and Inspections of the City of Sealy Fire Hydrants.

A motion was made by Councilman Burttschell to Approve.

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

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

NOES: None

The motion carried.

14. Discussion and Possible Action regarding Review of Ordinance Chapter 34 Article III – Fireworks and Chapter 70-74 – Fireworks.

A motion was made by Mayor Bilski to leave Chapter 34 Article III – Fireworks and Chapter 70-74 - Fireworks alone at this time.

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

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

NOES: None

The motion carried.

15. Discussion and Possible Action regarding Review of Ordinance Chapter 66 Article I – Firearms and Chapter 70-70 – Firearms.

A motion was made by Councilman Burttschell to leave alone.

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

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

NOES: None

The motion carried.

18. Discussion and Possible Action regarding Directing Staff to negotiate Contract using the Services of Kendig Keast for Zoning Exploration and Planning Services.

A motion was made by Councilman Noack to move Items 18 and 19 to after Executive Session.

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

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

NOES: None

The motion carried.

A motion was made by Councilwoman Lerma to Direct Staff to negotiate Contract with using the Services of Kendig Keast for Zoning Exploration and Planning Services.

Councilman Noack seconded the motion.

Councilwoman Lerma amended her motion to also include the Exploration in the amount of \$2250.

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

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

NOES: None

The motion carried.

19. Discussion and Possible Action regarding Date of Zoning and Strategic Planning Workshop.

No action was taken.

**20. Discussion and Possible Action regarding an Ordinance Amending Chapter 2, Amending Section 2-35 for Rules of Procedure; Deleting Section 2-68 Director of Public Works and Director of Parks, Streets, Drainage, and Building Services; Deleting Section 2-187 City Rental Venues.
(First of two readings)**

A motion was made by Councilman Miller to Approve Amending Ordinance Chapter 2, Amending Section 2-35 for Rules of Procedure; Deleting Section 2-68 Director of Public Works and Director of Parks, Streets, Drainage, and Building Services; Deleting Section 2-187 City Rental Venues. This is the first of two readings.

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

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

NOES: None

The motion carried.

21. Discussion and Possible Action regarding Cancelling the Tuesday, May 5th, Regular City Council meeting and Rescheduling due to Canvassing Votes for Thursday, May 7th, at 6:30 p.m. Special City Council Meeting.

A motion was made by Councilman Miller to cancel the Tuesday, May 5th, Regular City Council meeting and Rescheduling due to Canvassing Votes for Thursday, May 7th, at 6:30 p.m. Special City Council Meeting.

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

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

NOES: None

The motion carried.

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

a) Texas Government Code, Section 551.074, Personnel Matters: To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

- **City Manager Evaluation and Contract**
- **Court Administrator**
- **Court Collection Specialist**

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

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

NOES: None

The motion carried. The City Council entered into Executive Session at 8:51 p.m.

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

The City Council reconvened into Open Session at 9:55 p.m.

A motion was made by Councilman Miller to concur with the City Manager's Pay Rate recommendation for the Court Administrator and the Court Collection Specialist. Councilwoman Curry seconded the motion. Mayor Bilski called for the vote.

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

The motion carried.

23. Discussion and Possible Action regarding Approving Amending City Manager Evaluation Form.

No action was taken.

24. Discussion and Possible Action regarding Amending City Manager's Job Description.

No action was taken.

25. Discussion and Possible Action regarding Amending City Manager's Contract.

No action was taken.

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

- Spring Clean Up

27. Reports, Announcements, or Requests from Councilmembers.

Bilski	Whoever is the next Mayor Pro Tem somebody is going to have big shoes to fill
Lerma	Honor and it has been a pleasure to serve with this group here
Noack	Hope all of Staff understands their part in the unmodified report that we got tonight on the financial statement. If you don't understand it, ask Kimbra or anybody because every single person on staff helped with that, and you will be missed (Lerma)
Miller	It's been a pleasure working with you (Councilwoman Lerma)
Curry	None
Zapalac	None
Burttschell	None

I. 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 10:11 p.m.

PASSED AND APPROVED this 7th day of May 2026.

Carolyn Bilski, Mayor

ATTEST:

Sandra Vrablec, City Secretary

b)



**MINUTES
SEALY CITY COUNCIL
CITY COUNCIL CHAMBERS
415 MAIN STREET
SEALY, TX 77474
WEDNESDAY, APRIL 29, 2026
NOON**

The City Council of the City of Sealy, Texas, conducted the meeting scheduled for April 29, 2026, at Noon 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 Noon.

B. Roll Call and Certification of a Quorum

Present:

Carolyn Bilski	Mayor
Chris Noack	Councilmember, Place 2
Edward Zapalac	Councilmember, Place 5
Adam Burttschell	Councilmember, Place 6

Absent:

Dee Anne Lerma	Councilmember, Place 1 Mayor Pro Tem
Bradley Miller	Councilmember, Place 3
Theadra Curry	Councilmember, Place 4

A quorum was declared present.

Staff Attending:

Kimbra Hill, City Manager
Sandra Vrabec, City Secretary
Karissa McCullough, Assistant City Secretary
Russell Grimes, Chief of Police
Patrick Parsons, Public Works Director
Mike Barrow, Assistant City Manager/Planner
Brook Kaiser, Public Works Admin

C. Petitions(s) and Public Comments

No one signed up to speak.

D. Business

1. Discussion and Possible Action regarding Approving a Contract with All Play, Inc., for Design of Improvements to the Mark A. Chapman Park and the Abe and Irene Levine Family Park Playground Equipment.

A motion was made by Councilman Zapalac to Approve a Contract with All Play, Inc., for Design of Improvements to the Mark A. Chapman Park and the Abe and Irene Levine Family Park Playground Equipment.

Councilman Noack seconded the motion.

Councilman Zapalac amended his motion to include 90 days from the date of execution.

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

AYES: Bilski, Noack, Zapalac, Burttschell

NOES: None

The motion carried.

I. Adjourn

A motion was made by Councilman Noack to Adjourn.

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

AYES: Bilski, Noack, Zapalac, Burttschell

NOES: None

The motion carried. The City Council meeting adjourned at 12:11 p.m.

PASSED AND APPROVED this 7th day of May 2026.

Carolyn Bilski, Mayor

ATTEST:

Sandra Vrablec, City Secretary

c)



AGENDA ITEM NO:

Discussion and possible action regarding an Ordinance Amending Chapter 2, Amending Section 2-35 for Rules of Procedure; Deleting Section 2-68 Director of Public Works and Director of Parks, Streets, Drainage, and Building Services; Deleting Section 2-187 City Rental Venues. This is the second of two readings.

SUBMITTED BY: Sandra Vrablec, City Secretary

MEETING DATE: May 7, 2026

STAFF REPORT

DESCRIPTION

- Amending Section 2-35 Rules of Procedure
- Deleting Section 2-68 Director of Public Works and Director of Parks, Streets, Drainage, and Building Services
- Deleting Section 2-187 City Rental Venues

ANALYSIS

The proposed Amendments to the Ordinance includes the following updates:

- **Section 2-35 (Rules of Procedure):**
Amendments are proposed to ensure compliance with newly enacted state law requirements governing municipal procedures and council operations.
- **Section 2-68 (Director of Public Works and Director of Parks, Streets, Drainage, and Building Services):**
This section is proposed for deletion as it references organizational structures and positions that have since been restructured.
- **Section 2-187 (City Rental Venues):**
This section is proposed for deletion due to being moved to the Master Fee Schedule.

These updates are administrative in nature and are intended to improve clarity, eliminate outdated provisions, and ensure legal compliance.

RECOMMENDATION

Staff recommends Approval of the Ordinance Amendments for Chapter 2 as presented.

FINANCIAL IMPACTS

There is no financial impact associated with the Proposed Ordinance Amendments.

ORDINANCE NO. 2026-_____

AN ORDINANCE OF THE CITY OF SEALY, TEXAS, AMENDING CHAPTER 2 OF THE CODE OF ORDINANCES; PROVIDING RULES AND REGULATIONS FOR ADMINISTRATION; REPEALING ALL OTHER ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT OR INCONSISTENT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, The City Council of Sealy, Texas ("City") finds that amending the rules and regulations for administration is for the good of the government and provides for efficient government service;

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

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

Section 2. Subsection 2-35 (1)(a) of Section 2-35 of Article II of Chapter 2 of the code of ordinances is amended to read as follows:

"Chapter 2 – ADMINISTRATION

* * * *

ARTICLE II. – CITY COUNCIL

* * * *

Sec. 2-35. Rules of procedure.

The following rules shall be observed during all meetings of the city council:

(1) Consent agenda.

a. 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. Each item on the consent agenda shall be separately identified and designated."

Section 3. Section 2-68 of Article III of Chapter 2 of the code of ordinances is deleted.

Section 4. Section 2-187 of Article VII of Chapter 2 of the code of ordinances is amended to read as follows:

"Chapter 2 – ADMINISTRATION

* * * *

ARTICLE VII. – FEES

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Sec. 2-187. Comprehensive fee schedule.

The city council shall adopt a comprehensive fee schedule. The comprehensive fee schedule shall be prominently displayed on the city’s website.”

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

Section 6. *Severability.* In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part of provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Sealy, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 7. *Effective Date.* This ordinance shall become effective immediately.

PASSED AND APPROVED at this first reading on the 21st day of April, 2026.

PASSED, APPROVED AND ADOPTED at this second reading on the _____ day of _____, 2026.

Carolyn Bilski, Mayor

ATTEST:

Sandra Vrablec, City Secretary

RED-LINE COPY

Chapter 2 ADMINISTRATION¹

ARTICLE I. IN GENERAL

Sec. 2-1. Safety manual adopted.

The city approves and adopts a safety manual, as now or hereafter amended, a copy of which is attached to Ordinance No. 91-8 and made a part of this Code.

(Ord. No. 91-8, § 1, 5-20-1991)

Secs. 2-2—2-30. Reserved.

ARTICLE II. CITY COUNCIL²

Sec. 2-31. Salaries; time and mode of payment.

- (a) The salary for the mayor shall be \$450.00 per month; and the salary of the councilmembers shall be \$275.00 per month, commencing with the month of October 1997, and each month thereafter.
- (b) The salaries stated in subsection (a) of this section shall be paid, when due, at the first regular city pay period of the month following the month of service. If the mayor or any councilmember should terminate his duties due to death, resignation or defeat in an election, such sum specified will be prorated for the actual days of service for the month in which such termination occurs.

(Ord. No. 97-27, §§ 1, 2, 12-10-1997)

¹Charter reference(s)—Form of government, § 1.02; powers of the city, art. II; city council, art. III; administrative services, art. IV; financial administration, art. VII; miscellaneous provisions, art. IX.

Cross reference(s)—Civil emergencies, ch. 18; community development, ch. 22; courts, ch. 26; administration of flood damage prevention regulations, § 38-61 et seq.; law enforcement, ch. 50; library, ch. 54; planning, ch. 78; taxation, ch. 90; utilities, ch. 102; administrative enforcement remedies for sewers, § 102-331 et seq.

State law reference(s)—Cities, Vernon's Ann. Civ. St. art. 969a-2 et seq.; elections, V.T.C.A., Election Code § 1.001 et seq.; home rule municipalities, V.T.C.A., Local Government Code § 9.001 et seq.; extraterritorial jurisdiction of municipalities, V.T.C.A., Local Government Code § 42.001 et seq.; municipal finances, V.T.C.A., Local Government Code ch. 101 et seq.; compensation of officers, V.T.C.A., Local Government Code § 141.004; open meetings, V.T.C.A., Government Code ch. 551; public information, V.T.C.A., Government Code ch. 552.

²Charter reference(s)—City council, art. III; personal interest in city business, § 9.06.

Cross reference(s)—Any resolution adopted by the council saved from repeal, § 1-12(14).

Sec. 2-32. Regular meetings.

Regular meetings of the city council shall be held on the first and third Tuesday of each month, at 6:00 p.m., unless the Monday before the regular meeting date is a city holiday, in which case the city council meeting shall be held on the next Wednesday in the council chambers of the city hall (municipal building), in the W.E. Community Center, or any other properly noticed location.

(Ord. No. 87-6, § 2, 9-2-1987; Ord. No. 2008-14, § 1, 11-25-2008; Ord. No. 2010-05, § 1, 2-24-2010; Ord. No. 2023-30, § 2, 10-25-2023; Ord. No. 2024-06, § 2, 2-21-2024)

Charter reference(s)—Regular and special meetings, § 3.10.

Sec. 2-33. Order of business at regular meetings.

- (a) The proceedings at all regular meetings of the city council shall conform generally to the following order of business:
- (1) Call to order.
 - (2) Invocation and pledge of allegiance.
 - (3) Roll call; certification of a quorum.
 - (4) Petitions or public comments.
 - (5) Adoption of agenda or reorder.
 - (6) Proclamations and special recognitions.
 - (7) Consent agenda (approval of minutes and other routine items).
 - (8) Presentations.
 - (9) Public hearings.
 - (10) Discussion or action items.
 - (11) Reports or requests from city manager.
 - (12) Reports, announcements, or requests from councilmembers.
 - (13) Adjournment.
- (b) At the time of the discussion under subsection (a)(9) of this section, an individual councilmember may request an item to be placed on the upcoming agenda for the next regular meeting, unless the majority of the council votes that the item shall not be on the upcoming agenda.
- (c) With the exception of emergency items, and for regular meetings only, the administration should make a diligent attempt to provide councilmembers complete packets on the Friday preceding the regular council meeting. It is the intention of the city council in adopting the above language to provide a guideline only and that the statement not be binding or interfere with the regular course of business.

(Ord. No. 91-1, § 1-1, 3-13-1991; Ord. No. 2024-06, § 3, 2-21-2024)

Sec. 2-34. Special meetings.

The date, time and place for special meetings shall be at the discretion of the mayor and/or the councilmembers calling the meeting.

(Ord. No. 87-6, § 3, 9-2-1987)

Sec. 2-35. Rules of procedure.

The following rules shall be observed during all meetings of the city council:

(1) *Consent agenda.*

- a. 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. Each item on the consent agenda shall be separately identified and designated. ~~No item may be considered as part of the consent agenda unless it has been publicly posted and submitted to councilmembers at least 72 hours in advance of the scheduled time for the council meeting.~~
- b. In the due order of business, the mayor shall announce that the consent agenda is to be considered and voted upon by the city council. Questions and explanations of consent agenda items shall be permitted, but general discussion or debate shall not be permitted. The council shall vote on the consent agenda as one item. Passage of the consent agenda will be passage of each item included on the agenda, and failure to pass the consent agenda will not defeat each item included thereon but rather shall constitute no action as to each such item.
- c. At any time during the council meeting, prior to announcement of the vote on the consent agenda, any councilmember may request the deletion of one or more items from consideration as part of the consent agenda. The making of such request shall have the effect of removing the matter from the consent agenda, and any matter so deleted shall thereafter be handled separately in the same manner as an agenda item.

(2) *Citizen participation.*

- a. Citizens who are not on the agenda for regular city council meetings and who desire to address the council will be given an opportunity to do so at the beginning of each meeting under the agenda category entitled "Petitions or public comments." In order to be heard, the appropriate registration form must be completed and given to the city secretary prior to the start of the meeting. The registration form shall include the name of the person speaking and the topic. Registration forms shall be maintained by the city. Citizens following this procedure for appearing before the city council will be allowed three minutes to address the city council. If a large volume of people desire to speak during public comments, the city council may limit speaker time.
- b. In presenting a request to the city council or expressing their position on an issue, citizens will not be allowed to individually poll the city councilmembers as to their opinions regarding the subject they are addressing as it will be necessary for the city council to ultimately vote on the issue. In addition, the intent of citizen participation is to give input on the opinions and desires of individual citizens; therefore, citizens addressing the city council will not be allowed to poll the desires of the audience in any manner. Citizens may express their concerns in writing.
- c. Due to the nature of public meetings and the desire to make sure that everyone has an opportunity to address the city council, citizens who refuse to be cooperative or are loud, abusive, disruptive, or threaten violence may be required to leave the city council meeting. The chief of police or his designee is appointed standing sergeant-at-arms for this purpose.
- d. A councilmember may request of the mayor to recognize a member of the public to speak on a specific agenda item.

(Ord. No. 91-1, § 1-2, 3-13-1991; Ord. No. 2024-06, § 4, 2-21-2024)

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(Supp. No. 28)

Sec. 2-36. Council governance policy and additional rules of procedure.

(1) *Introduction.*

- a. The Sealy City Council is the governing body for the City of Sealy, Texas. Therefore, it must bear the initial responsibility for the integrity of governance. As provided for in section 3.11 of the City Charter, the council will determine its own rules and order of business. The council is responsible for its own development, its responsibilities, its own discipline, and its own performance. The development of this policy is designed to ensure effective and efficient governance.
- b. This section addresses mayor and council relations, council and staff relations, council and media relations, roles and meetings. By adopting these guidelines, we, as members of the city council, acknowledge our responsibility to each other, to our professional staff and to the public.

(2) *Mission.*

- a. In order to ensure proper discharge of duties for the improvement of democratic local government, members of the Sealy City Council will display behavior that demonstrates independent, impartial review of all matters addressed by them, and be duly responsible to the citizens of Sealy and each other in their relationships.

(3) *Information.*

- a. The city manager should make a diligent attempt to provide councilmembers complete packets on the Friday preceding the regular council meeting. It is the intention of the city council in adopting the above language to provide a guideline only and that the statement not be binding or interfere with the regular course of business. On major policy issues, the city manager will provide briefing material to the council in advance of council consideration of the policy alternatives. Whenever possible, the management report will be distributed more than a week in advance of council policy consideration.

(4) *Roles.*

- a. The mayor will preside at meetings of the council, and will be recognized as head of City government for all ceremonial purposes and by the governor for purpose of military law, but will have no regular administrative duties. The mayor may participate in the discussion of all matters coming before the council. As, provided for in section 3.04 of the City Charter, the council will elect from among the councilmembers a mayor pro tempore who will act as mayor during the absence or disability of the mayor.
- b. As head of city government for ceremonial purposes, the mayor may issue and present proclamations and recognitions, and attend other ceremonial functions on behalf of the City of Sealy. Councilmembers may initiate, through the mayor or by a majority vote of the council, similar items of recognition. Major community events sponsored by the city will be a policy decision of the council.
- c. The mayor will preserve order and decorum and will require councilmembers engaged in debate to limit discussion to the question under consideration.
- d. The mayor is the spokesperson for the council on all official positions taken unless absent, at which time the mayor pro tem or the mayor's designee will assume the role.
- e. The mayor will encourage all councilmembers to participate in council discussion and give each member an opportunity to speak before any member can speak again on the same subject.

(5) *Meetings.*

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- a. *Regular meetings.* The council will meet regularly at such times as prescribed by ordinance, but not less frequently than once each month and the regular meetings will begin at a time established by city council, unless postponed or canceled for valid reason(s).
 - b. *Special meetings.* Special meetings may be held on any day of the week to consider items that require action prior to the next regularly scheduled meeting and may be called upon the request of the mayor or four or more Councilmembers.
 - c. *Executive session.* The city council may meet in executive session in compliance with the Texas Open Meetings Act. A final action, decision or vote on a matter deliberated in an executive session will be made in an open meeting for which proper notice is provided. All discussions in executive session will remain confidential.
 - d. *Public notice.* The agenda for all regular meetings, special meetings, and the notice listing items to be considered will be posted on the city's official bulletin board in accordance with the Texas Open Meetings Act.
 - e. *Attendance.* Councilmembers are expected to attend all meetings and stay in attendance during each meeting. No member will leave a meeting without advising the presiding officer.
 - f. *Conflict of interest.* A councilmember prevented from voting due to a conflict of interest will leave the meeting during the debate, will not vote on the matter, and will otherwise comply with the state law, City Charter and ordinances concerning conflicts of interest. Any councilmember filing a conflict of interest affidavit on an executive session item will not confer with staff, the city attorney, councilmembers or mayor.
 - g. *City councilmembers.*
 - 1. During city council meetings and work-sessions, councilmembers will assist in preserving order and decorum and will neither by conversation or otherwise delay or interrupt the proceedings nor refuse to obey the rules of the city council.
 - (a) The mayor or other presiding officer will, if necessary to preserve order and decorum, cause to be silenced or removed from the council chamber any person speaking out of order or disrupting the order or business of the meeting.
 - (b) All electronic communication devices will be silenced or turned off. Any electronic communication utilizing a cell phone, laptop, iPad, electronic notepad or other electronic device between elected officials is prohibited and in accordance with the Open Meetings Act and the Open Records Act. Furthermore, councilmembers will not participate with this type of communication with citizens during a council meeting to ensure that the government is open and transparent. If any of these type devices are used for a voice communication, the councilmember proposing to use the device it will seek permission from the mayor to be excused from the meeting.
 - (c) City council may, by an affirmative vote by a majority of the quorum present, declare an official reprimand (an expression of official disapproval) against any councilmember that violates the rules of procedure established in this section, or otherwise disrupts or interferes with a city council meeting.
 - (d) The chief of police, or his/her designee, will act as sergeant-at-arms for the city council and will furnish whatever assistance to the mayor to enforce the rules of the city council and maintain decorum in the meeting.
 - (e) As a reminder to the citizens and the city council, Section 42.05 of the Texas Penal Code is applicable to city council meetings, workshops and public hearings. This statute states that a person commits a Class B misdemeanor offense if, with the intent to prevent or disrupt a

lawful meeting, procession, or gathering, he or she obstructs or interferes with the meeting, procession, or gathering by physical action or verbal utterance. Because the mayor is responsible for maintaining decorum during the city council meetings, the mayor or his/her designee is specifically authorized to file a complaint with a court of competent jurisdiction if a person commits an offense in accordance with this paragraph.

- (f) If the mayor or the presiding officer fails to act, any member of the council may move to require enforcement of the rules, and the affirmative vote of a majority of the council will require the presiding officer to act.
2. A councilmember desiring to speak will address the chair, and upon recognition by the presiding officer, will confine discussion to the question under debate, avoid discussion of personalities and inappropriate language, and refrain from personal attacks and verbal abuse.
 3. A councilmember, once recognized by the chair, will not be interrupted while speaking except for the following reasons: called to order by the presiding officer; a point of order is raised by another member, or the speaker chooses to yield to questions from another member. If a councilmember is called to order while speaking, that member will cease speaking immediately until the question of order is determined. If ruled to be in order, the member will be permitted to proceed. If ruled to be not in order, the member will remain silent or make additional remarks so as to comply with the rules of the city council.
 4. When there is more than one speaker on the same subject, councilmembers will delay their comments until after all speakers on the subject have been heard.
 5. The chair will state all questions submitted for a vote and announce the result. If the vote is not unanimous, the chair will announce the names of member(s) voting in favor and in opposition to the motion.
- h. *Administrative staff.*
1. Members of the administrative staff and employees of the city will observe the same rules and decorum applicable to members of the city council.
 2. Although the presiding officer has the authority to preserve decorum in meetings, the city manager also is responsible for the orderly conduct and decorum of all city employees under the city manager's direction and control.
 3. The city manager will take such disciplinary action as may be necessary to ensure that decorum is preserved at all times by city employees in meetings.
 4. All persons addressing the city council, including the city manager will be recognized by the presiding officer and will limit remarks to the matter under discussion.
 5. All remarks and questions addressed to the city council will be addressed to the city council as a whole and not to any individual member.
- i. *Citizens and visitors.*
1. Citizens and visitors are welcome and encouraged to attend all public meetings of the city council and will be admitted to the chamber or meeting room up to the fire safety capacity of the room.
 2. Everyone attending the meeting will refrain from private conversations while the city council is in session.
 3. Citizens and visitors attending city council meetings will observe the same rules of propriety, decorum and good conduct applicable to members of the city council. Any person making personal, impertinent, profane or slanderous remarks or who becomes boisterous while

addressing the city council or while attending the meeting, will be removed from the room if so directed by the presiding officer. The provisions of Section 42.05 of the Penal Code apply to the citizens as well. The person will be barred from further audience before the city council during that session. If the presiding officer fails to act, any member of the council may move to require enforcement of the rules, and the affirmative vote of a majority of the council will require the presiding officer to act.

4. Unauthorized remarks from the audience, stamping of feet, whistles, yells and similar demonstrations will not be permitted by the presiding officer, who may direct the removal of offenders from the room. In case the presiding officer will fail to act, any member of the council may move to require enforcement of the rules and the affirmative vote of the majority of the council will require the presiding officer to act.
5. No placards, banners, or signs will be permitted in the city council chamber or in any other room in which the council is meeting. Exhibits, displays and visual aids used in connection with presentations, however, are permitted.
6. The chief of police, or his/her designee, will act as sergeant-at-arms for the city council and will furnish whatever assistance is needed to enforce the rules of the city council.

j. *Agenda.*

1. The mayor and/or city manager will set the agenda. An individual councilmember may request an item to be placed on the upcoming agenda for the next regular meeting, unless the majority of the council votes that the item will not be on the upcoming agenda.

k. *Speakers.*

1. A person wishing to address the city council must first complete a request form and register it with the city secretary. The following information must be provided on the form: Name, residence address, daytime telephone number, the subject matter to be addressed.
2. Speakers must address their comments to the presiding officer rather than to individual councilmembers or staff.
3. Speakers must keep their remarks specific to the item being considered by the city council. If the speaker is addressing the city council under the "petitions and public comments" section, the speaker may address any item not slated for discussion on the agenda.
4. A person who registers to speak on an item listed on the agenda will be called on after the chair gains agreement to do so by the council. A person who registers to speak on a public hearing item or during the "petitions and public comments" section will be called on at that time. The chair may determine the order in which speakers are called.
5. All speakers will have a maximum of three minutes to address the council. A majority vote of the council will be required to extend the time limit. The chair may impose more restrictive time limits if a large number of persons register to speak.
6. For called public hearings, the applicant will be allowed a maximum of five minutes to make a presentation.
7. In accordance with the Texas Open Meetings Act, the city council will not discuss or consider any item addressed during the "petitions and public comments" section. Councilmembers will not interact with the public during the time allotted to speakers unless a nondebatable motion approved by the city council allots a specific amount of time.

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8. Whenever it is necessary for a speaker to use an interpreter to translate comments to the city council, the time required for the translation will not be counted against the designated time allotted for the speaker to address the city council.

i. *Motions.*

1. No motion may be moved or suggested until all councilmember discussion is complete and the mayor calls for the motion. A motion made and seconded will be considered the main motion. Any councilmember may move to amend a motion. The amendment must receive a second before it may be discussed and must be voted on prior to voting on the main motion.
2. A motion may be withdrawn or modified by its mover without asking permission until the motion is voted upon. If the mover modified the motion, the councilmember who seconded the motion may withdraw the second.
3. At any time after a motion has been made and seconded, a councilmember may "call the question," which will have the affect of stopping the debate and requiring the city council to immediately proceed to vote on the motion to call the question.
4. A motion to reconsider any action of the city council must be made no later than prior to the conclusion of the next regularly scheduled meeting of the city council. Such a motion may only be made by a councilmember who voted with the prevailing side. The motion to reconsider may be seconded by any member. No question will be twice reconsidered except by unanimous vote of the city council, except that action relating to any contract may be reconsidered at any time before the final execution thereof.
 - (a) If a motion to reconsider is made at the same meeting at which the matter was acted upon, the motion may be heard and voted upon and the original action on the matter is set aside. Deliberation may then resume on the matter at that same meeting.
 - (b) If a motion to reconsider is made at the next meeting after the matter was acted upon, the motion to reconsider may be heard and voted upon and the original action on the matter is not set aside. Deliberation may not resume on the matter, but it will be placed on the next available agenda for deliberation.

- m. *Suspension of Rules.* Any provision of these rules not governed by the City Charter, City Code, state or federal law may be temporarily suspended by a majority vote of the members of the city council present. The vote on any such suspension will be taken by yeas and nays and entered upon the record.
- n. *Amendment of rules.* These rules may be amended, or new rules adopted, by a majority vote of the members of the city council.
- o. *Failure to comply.* A failure to comply with these rules does not invalidate any otherwise lawful act of the council.

(6) *Public contact/media relations.*

- a. Representative government is only successful when the citizens are kept informed and educated about the issues facing their municipality; consequently, it is imperative that the media play an important role in the council-manager-media relations. It is through an informed public that progress is ensured and good government remains sensitive to its constituents. These guidelines are designed to help ensure positive relationships with print, radio, and television reporters. The mayor, city council and the city manager recognize that the news media provide an important link between the council and the public. It is the council's desire to establish a professional working relationship to help maintain a well-informed and educated citizenry.
- b. During the conduct of official business, the city will designate adequate space for the news media.

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- c. All reporters will receive an agenda in advance and will be furnished support material needed for clarification if requested.

(7) *Planning.*

- a. The mayor and council are responsible for establishing a vision for the City of Sealy and planning for its future. The comprehensive plan will be used as a guide to maintain the focus and vision for the City of Sealy.
- b. On an annual basis, the mayor and city council will hold a minimum of one strategic planning session wherein they review the comprehensive plan and amend the plan in order to set priorities, goals and objectives. The goals and objectives will address short term and long-term needs of the city and will be in accordance with the comprehensive plan.
- c. Policy direction will be consistent with the strategic goals and objectives of the comprehensive plan. Sufficient time and consideration should be given to policy alternatives to ensure that decisions are made consistent with the comprehensive plan.

(8) *Council/staff relations.*

- a. The role of the city manager and the relationship of staff with council is addressed in article IV of the City Charter.
- b. The city council will direct comments, correspondence and concerns about city services to the city manager's office. Citizens concerns, comments and correspondence regarding city services received by councilmembers will be forwarded to the city manager for appropriate staff action and a timely response.
- c. Documents provided to one councilmember will also be distributed to all other members of the elected body. The city manager will prepare and submit to the council as of the end of the fiscal year a complete report on the finances and administrative activities of the city for the preceding year. As provided for in section 4.01(c)(5) and (6) of the City Charter, the city manager will keep the council advised of the financial condition and future needs of the city and make such recommendations that may seem desirable.
- d. In order to ensure proper presentation of agenda items by staff, questions arising from councilmembers after receiving their information packet should be, whenever possible, presented to the city manager or the manager's designated assistants for staff consideration prior to the council meeting. This allows time for staff to address the councilmembers' concerns and provide all councilmembers with the additional information.

(Ord. No. 2012-11, § 1, 11-20-2012; Ord. No. 2024-06, § 5, 2-21-2024)

Secs. 2-37—2-65. Reserved.

ARTICLE III. OFFICERS AND EMPLOYEES³

³Charter reference(s)—City manager, § 4.01; city secretary, § 4.04; personal interest in city business, § 9.06; official oath, § 9.07; bonds, § 9.08.

Cross reference(s)—Any ordinance dealing with the compensation, retirement, pensions or other benefits of city officers or city employees or other personnel matters saved from repeal, § 1-12(10); fire marshal, § 34-36 et seq.; police department, § 50-31 et seq.

(Supp. No. 28)

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Sec. 2-66. City attorney.

The city attorney shall be responsible for providing legal services, advice and counsel to the city, its officers, employees and representatives.

(Ord. No. 92-3, § 2, 6-10-1992)

Charter reference(s)—Attorney for the city, § 4.02.

Sec. 2-67. Finance director.

The finance director shall be appointed by the city council and be responsible for performing the duties as general accountant of the city by planning, organizing, directing and coordinating the city's financial operations, including accounting, budgeting, purchasing, financial reporting, and investment programs, and managing the city's data processing operations.

(Ord. No. 92-2, § 3, 5-13-1992)

~~Sec. 2-68. Director of public works and director of parks, streets, drainage, and building services.~~

~~(a) The director of public works shall be appointed by the city council, and shall be responsible for directing operations for water, sewer, gas, and solid waste.~~

~~(b) The director of parks, streets, drainage, and building services shall be appointed by the city council, and shall be responsible for directing operations for parks and recreation, streets, drainage, building services, and mechanical.~~

~~(Ord. No. 92-2, § 4, 5-13-1992; Ord. No. 2020-18, § 2, 10-20-2020)~~

~~Ord. No. 2020-18, § 2, adopted Oct. 20, 2020, amended § 2-68, and in so doing changed the title of said section from director of public works to read as set out herein.~~

Sec. 2-69. Defense of officers; insurance.

(a) The city may, by majority vote of the city council, indemnify or reimburse any member of the governing body, officer or employee of the city against damage and for reasonable expenses actually incurred by such person in connection with any action, lawsuit or proceeding to which such person is a party; provided, such person was acting within the scope of duty, in good faith and was not finally adjudged to have been guilty or liable for, willful misconduct, gross neglect of duty, or a criminal act.

(b) The city may, by majority vote of the city council, purchase liability insurance to protect any member of the council, officer or employee against damage and for reasonable expenses actually incurred by such person in connection with any action, lawsuit or proceeding to which such person is a party; provided, such person was acting within the scope of duty, in good faith and was not finally adjudged to have been guilty of or liable for willful misconduct, gross neglect of duty or a criminal act.

(Ord. No. 87-10, §§ 1, 2, 11-4-1987)

State law reference(s)—Liability insurance, V.T.C.A., Civil Practice and Remedies Code § 101.027.

Sec. 2-70. Additional powers and duties of the city manager.

The city manager may sign contracts, agreements, and franchises which do not exceed \$10,000.00 as long as such contracts, agreements, and franchises are budgeted, reviewed by the city attorney for legal compliance, and are not otherwise required to be approved by the city council by law. For contracts that contain an automatic renewal provision, in addition to the requirements above, the budget also must reflect a budget note for the expenditure. In addition to this authority, the city manager shall administer and enforce all contracts, agreements, and franchises. The city manager shall sign any contracts, agreements, and franchises which the city council approves and instructs him/her to be executed.

(Ord. No. 2023-32, § 2, 11-21-2023)

Secs. 2-71—2-100. Reserved.

ARTICLE IV. BOARDS AND COMMISSIONS⁴

Sec. 2-101. Adoption of accident review board policy.

The city approves and adopts an accident review board policy, as now or hereafter amended, a copy of which is attached to Ordinance No. 91-10 and made a part of this Code.

(Ord. No. 91-10, § 1, 5-20-1991)

Sec. 2-102. Reserved.

Ord. No. 2024-10, § 2, adopted April 16, 2024, repealed § 2-102, which pertained to Main Street Advisory Board and derived from Ord. No. 2014-02, §§ 1—3, adopted Jan. 28, 2014; Ord. No. 2016-21, adopted Aug. 9, 2016; and Ord. No. 2019-12, § 2, adopted Aug. 6, 2019.

Sec. 2-103. Reserved.

Editor's note(s)—Ord. No. 2018-04, § 1, adopted February 27, 2018, repealed § 2-103, which pertained to sports commission and derived from Ord. No. 2015-13, 6-9-2015; Ord. No. 2015-15, § 1, 7-28-2015; Ord. No. 2016-15, 6-28-2016.

Sec. 2-104. Reserved.

Editor's note(s)—Ord. No. 2018-05, § 1, adopted February 27, 2018, repealed § 2-104, which pertained to Keep Sealy Beautiful Commission and derived from Ord. No. 2014-12, §§ I—VI, 8-12-2014; Ord. No. 2015-07, § 1, 2-24-2015.

⁴Cross reference(s)—Building trades board of adjustments and appeals, § 14-46 et seq.; electrical board, § 14-203; library board, § 54-1; parks board, § 70-31 et seq.; planning commission, § 78-31 et seq.

Sec. 2-105. Reserved.

Editor's note(s)—Ord. No. 2018-03, § 1, adopted February 27, 2018, repealed § 2-105, which pertained to tourism commission and derived from Ord. No. 2016-02, 2-9-2016.

Secs. 2-106—2-130. Reserved.

ARTICLE V. FINANCE⁵

Sec. 2-131. Adoption of investment policy.

The city approves and adopts an investment policy, as now or hereafter amended, a copy of which is attached to Ordinance No. 91-17 and made a part of this Code.

(Ord. No. 91-17, § 1, 9-11-1991)

Sec. 2-132. Adoption of purchasing manual.

The city approves and adopts a purchasing manual, as now or hereafter amended, a copy of which is attached to Ordinance No. 91-18 and made a part of this Code.

(Ord. No. 91-18, § 1, 9-11-1991)

Secs. 2-133—2-165. Reserved.

ARTICLE VI. RECORDS MANAGEMENT⁶

⁵Charter reference(s)—Financial administration, art. VII.

Cross reference(s)—Any ordinance promising or guaranteeing the payment of money for the city, or authorizing the issuance of any bonds of the city or any evidence of the city's indebtedness saved from repeal, § 1-12(1); any appropriation ordinance or ordinance providing for the levy of taxes or tax exemptions or reinvestment zones or for an annual budget saved from repeal, § 1-12(2); any ordinance approving, prescribing or otherwise relating to rates to be charged by utility companies saved from repeal, § 1-12(5); any ordinance approving, authorizing or otherwise relating to any contract or agreement saved from repeal, § 1-12(6); any fees or other charges established by the council saved from repeal, § 1-12(15); any ordinance adopting a notice to bidders procedure saved from repeal, § 1-12(17); taxation, ch. 90.

⁶Charter reference(s)—Public records, § 9.01.

State law reference(s)—Preservation and management of local government records, V.T.C.A., Government Code § 441.151 et seq.; Local Government Records Act, V.T.C.A., Local Government Code § 201.001 et seq.; municipal records management, V.T.C.A., Local Government Code § 203.021 et seq.

Sec. 2-166. Ordinance adopted.

Ordinance No. 90-22, pertaining to records management, as now or hereafter amended, is adopted as a part of this section, as if set out at length in this section.

(Ord. No. 90-22, 12-12-1990)

Secs. 2-167—2-185. Reserved.

ARTICLE VII. FEES

Sec. 2-186. Fee adopted.

In accordance with V.T.C.A., Local Government Code § 140.009, there shall be imposed an additional fee of 30 percent on all debts and accounts receivable, i.e.: fines, fees, restitution, other debts, and costs that are more than 60 days past due and have been referred to a private firm for collection.

(Ord. No. 2013-13, § 1, 9-10-2013)

Sec. 2-187. City Rental Venues.

<i>City Rental Venues</i>			
<i>Facility—General Public Use (4 hours)</i>	<i>Deposit</i>	<i>Base Rate</i>	<i>Additional Hours</i>
Liedertafel Hall	\$350	\$850 (up to 4 hrs.)	\$50/hr
Mark A. Chapman Park Pavilion	\$100	\$180 (up to 4 hrs.)	\$25/hr
W. E. Hill Community Center	\$250	\$450 (up to 4 hrs.)	\$50/hr
Abe & Irene Levine Park Pavilion	\$50	\$40 (all day)	N/A
<i>Facility—Non-Profit Use (3 hours) (3 days per yr.)</i>	<i>Deposit</i>	<i>Base Rate</i>	<i>Additional Hours</i>
Liedertafel Hall	\$150	\$150 (up to 3 hrs.)	\$50/hr
Mark A. Chapman Park Pavilion	\$150	\$150 (up to 3 hrs.)	\$25/hr
W. E. Hill Community Center	\$150	\$150 (up to 3 hrs.)	\$50/hr

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<i>Type</i>	<i>Fee</i>	
<i>Facility—Non-Profit Use (Reoccurring Meetings)</i>	<i>Deposit</i>	<i>Hourly Rental Rate</i>
Mark A. Chapman Park Pavilion	\$150	\$25/hr

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<i>City Rental Venues (Continued)</i>					
<i>Additional Fees (deducted from deposit or directly billed)</i>	<i>Liedertafel Hall</i>	<i>Mark A. Chapman Park Pavilion</i>	<i>W. E. Hill Community Center</i>	<i>Abe & Irene Levine Park Pavilion</i>	
<i>Tables/Chairs not cleaned and/or returned to storage</i>	\$25	\$25	\$25	N/A	Formatted: Section
<i>Garbage not removed and taken from facility</i>	\$25	\$25	\$25	\$25	Formatted: Section
<i>Restrooms not cleaned</i>	\$50	\$50	\$50	N/A	Formatted: Section
<i>Air/Heat or lights left on</i>	\$75	\$75	\$75	\$50	Formatted: Section

Debris left in or around the facility creating unsanitary or unhealthy conditions, such as food, diapers, etc.	\$100	\$100	\$100	\$50	Formatted: Section
Not securing the facility upon departure	\$100	\$100	\$100	N/A	Formatted: Section
Use of confetti, tape, nails or tacks within the facility	\$50	\$50	\$50	\$50	Formatted: Section
Floors not swept (or mopped in the case of a spill)	\$50	\$50	\$50	N/A	Formatted: Section
Facility key not picked up or returned on time	\$25	\$25	\$25	N/A	Formatted: Section

Day Prior for Decorating (Up to three hours. Can be deducted from security deposit)	\$50/hr	N/A	N/A	N/A
Day Prior for Decorating (Four hours. Can be deducted from security deposit)	\$150	N/A	N/A	N/A
Day Prior for Decorating Base Rate for five or more hours (paid up front, not eligible for deduction from security deposit)	\$500	N/A	N/A	N/A

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(Ord. No. 2025-06, § 2(Exh. A), 2-18-25)

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Chapter 2 ADMINISTRATION¹

ARTICLE I. IN GENERAL

Sec. 2-1. Safety manual adopted.

The city approves and adopts a safety manual, as now or hereafter amended, a copy of which is attached to Ordinance No. 91-8 and made a part of this Code.

(Ord. No. 91-8, § 1, 5-20-1991)

Secs. 2-2—2-30. Reserved.

ARTICLE II. CITY COUNCIL²

Sec. 2-31. Salaries; time and mode of payment.

- (a) The salary for the mayor shall be \$450.00 per month; and the salary of the councilmembers shall be \$275.00 per month, commencing with the month of October 1997, and each month thereafter.
- (b) The salaries stated in subsection (a) of this section shall be paid, when due, at the first regular city pay period of the month following the month of service. If the mayor or any councilmember should terminate his duties due to death, resignation or defeat in an election, such sum specified will be prorated for the actual days of service for the month in which such termination occurs.

(Ord. No. 97-27, §§ 1, 2, 12-10-1997)

¹Charter reference(s)—Form of government, § 1.02; powers of the city, art. II; city council, art. III; administrative services, art. IV; financial administration, art. VII; miscellaneous provisions, art. IX.

Cross reference(s)—Civil emergencies, ch. 18; community development, ch. 22; courts, ch. 26; administration of flood damage prevention regulations, § 38-61 et seq.; law enforcement, ch. 50; library, ch. 54; planning, ch. 78; taxation, ch. 90; utilities, ch. 102; administrative enforcement remedies for sewers, § 102-331 et seq.

State law reference(s)—Cities, Vernon's Ann. Civ. St. art. 969a-2 et seq.; elections, V.T.C.A., Election Code § 1.001 et seq.; home rule municipalities, V.T.C.A., Local Government Code § 9.001 et seq.; extraterritorial jurisdiction of municipalities, V.T.C.A., Local Government Code § 42.001 et seq.; municipal finances, V.T.C.A., Local Government Code ch. 101 et seq.; compensation of officers, V.T.C.A., Local Government Code § 141.004; open meetings, V.T.C.A., Government Code ch. 551; public information, V.T.C.A., Government Code ch. 552.

²Charter reference(s)—City council, art. III; personal interest in city business, § 9.06.

Cross reference(s)—Any resolution adopted by the council saved from repeal, § 1-12(14).

Sec. 2-32. Regular meetings.

Regular meetings of the city council shall be held on the first and third Tuesday of each month, at 6:00 p.m., unless the Monday before the regular meeting date is a city holiday, in which case the city council meeting shall be held on the next Wednesday in the council chambers of the city hall (municipal building), in the W.E. Community Center, or any other properly noticed location.

(Ord. No. 87-6, § 2, 9-2-1987; Ord. No. 2008-14, § 1, 11-25-2008; Ord. No. 2010-05, § 1, 2-24-2010; Ord. No. 2023-30, § 2, 10-25-2023; Ord. No. 2024-06, § 2, 2-21-2024)

Charter reference(s)—Regular and special meetings, § 3.10.

Sec. 2-33. Order of business at regular meetings.

(a) The proceedings at all regular meetings of the city council shall conform generally to the following order of business:

- (1) Call to order.
- (2) Invocation and pledge of allegiance.
- (3) Roll call; certification of a quorum.
- (4) Petitions or public comments.
- (5) Adoption of agenda or reorder.
- (6) Proclamations and special recognitions.
- (7) Consent agenda (approval of minutes and other routine items).
- (8) Presentations.
- (9) Public hearings.
- (10) Discussion or action items.
- (11) Reports or requests from city manager.
- (12) Reports, announcements, or requests from councilmembers.
- (13) Adjournment.

(b) At the time of the discussion under subsection (a)(9) of this section, an individual councilmember may request an item to be placed on the upcoming agenda for the next regular meeting, unless the majority of the council votes that the item shall not be on the upcoming agenda.

(c) With the exception of emergency items, and for regular meetings only, the administration should make a diligent attempt to provide councilmembers complete packets on the Friday preceding the regular council meeting. It is the intention of the city council in adopting the above language to provide a guideline only and that the statement not be binding or interfere with the regular course of business.

(Ord. No. 91-1, § 1-1, 3-13-1991; Ord. No. 2024-06, § 3, 2-21-2024)

Sec. 2-34. Special meetings.

The date, time and place for special meetings shall be at the discretion of the mayor and/or the councilmembers calling the meeting.

(Ord. No. 87-6, § 3, 9-2-1987)

Sec. 2-35. Rules of procedure.

The following rules shall be observed during all meetings of the city council:

(1) *Consent agenda.*

- a. 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. Each item on the consent agenda shall be separately identified and designated.
- b. In the due order of business, the mayor shall announce that the consent agenda is to be considered and voted upon by the city council. Questions and explanations of consent agenda items shall be permitted, but general discussion or debate shall not be permitted. The council shall vote on the consent agenda as one item. Passage of the consent agenda will be passage of each item included on the agenda, and failure to pass the consent agenda will not defeat each item included thereon but rather shall constitute no action as to each such item.
- c. At any time during the council meeting, prior to announcement of the vote on the consent agenda, any councilmember may request the deletion of one or more items from consideration as part of the consent agenda. The making of such request shall have the effect of removing the matter from the consent agenda, and any matter so deleted shall thereafter be handled separately in the same manner as an agenda item.

(2) *Citizen participation.*

- a. Citizens who are not on the agenda for regular city council meetings and who desire to address the council will be given an opportunity to do so at the beginning of each meeting under the agenda category entitled "Petitions or public comments." In order to be heard, the appropriate registration form must be completed and given to the city secretary prior to the start of the meeting. The registration form shall include the name of the person speaking and the topic. Registration forms shall be maintained by the city. Citizens following this procedure for appearing before the city council will be allowed three minutes to address the city council. If a large volume of people desire to speak during public comments, the city council may limit speaker time.
- b. In presenting a request to the city council or expressing their position on an issue, citizens will not be allowed to individually poll the city councilmembers as to their opinions regarding the subject they are addressing as it will be necessary for the city council to ultimately vote on the issue. In addition, the intent of citizen participation is to give input on the opinions and desires of individual citizens; therefore, citizens addressing the city council will not be allowed to poll the desires of the audience in any manner. Citizens may express their concerns in writing.
- c. Due to the nature of public meetings and the desire to make sure that everyone has an opportunity to address the city council, citizens who refuse to be cooperative or are loud, abusive, disruptive, or threaten violence may be required to leave the city council meeting. The chief of police or his designee is appointed standing sergeant-at-arms for this purpose.
- d. A councilmember may request of the mayor to recognize a member of the public to speak on a specific agenda item.

(Ord. No. 91-1, § 1-2, 3-13-1991; Ord. No. 2024-06, § 4, 2-21-2024)

Sec. 2-36. Council governance policy and additional rules of procedure.

(1) Introduction.

- a. The Sealy City Council is the governing body for the City of Sealy, Texas. Therefore, it must bear the initial responsibility for the integrity of governance. As provided for in section 3.11 of the City Charter, the council will determine its own rules and order of business. The council is responsible for its own development, its responsibilities, its own discipline, and its own performance. The development of this policy is designed to ensure effective and efficient governance.
- b. This section addresses mayor and council relations, council and staff relations, council and media relations, roles and meetings. By adopting these guidelines, we, as members of the city council, acknowledge our responsibility to each other, to our professional staff and to the public.

(2) Mission.

- a. In order to ensure proper discharge of duties for the improvement of democratic local government, members of the Sealy City Council will display behavior that demonstrates independent, impartial review of all matters addressed by them, and be duly responsible to the citizens of Sealy and each other in their relationships.

(3) Information.

- a. The city manager should make a diligent attempt to provide councilmembers complete packets on the Friday preceding the regular council meeting. It is the intention of the city council in adopting the above language to provide a guideline only and that the statement not be binding or interfere with the regular course of business. On major policy issues, the city manager will provide briefing material to the council in advance of council consideration of the policy alternatives. Whenever possible, the management report will be distributed more than a week in advance of council policy consideration.

(4) Roles.

- a. The mayor will preside at meetings of the council, and will be recognized as head of City government for all ceremonial purposes and by the governor for purpose of military law, but will have no regular administrative duties. The mayor may participate in the discussion of all matters coming before the council. As, provided for in section 3.04 of the City Charter, the council will elect from among the councilmembers a mayor pro tempore who will act as mayor during the absence or disability of the mayor.
- b. As head of city government for ceremonial purposes, the mayor may issue and present proclamations and recognitions, and attend other ceremonial functions on behalf of the City of Sealy. Councilmembers may initiate, through the mayor or by a majority vote of the council, similar items of recognition. Major community events sponsored by the city will be a policy decision of the council.
- c. The mayor will preserve order and decorum and will require councilmembers engaged in debate to limit discussion to the question under consideration.
- d. The mayor is the spokesperson for the council on all official positions taken unless absent, at which time the mayor pro tem or the mayor's designee will assume the role.
- e. The mayor will encourage all councilmembers to participate in council discussion and give each member an opportunity to speak before any member can speak again on the same subject.

(5) Meetings.

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- a. *Regular meetings.* The council will meet regularly at such times as prescribed by ordinance, but not less frequently than once each month and the regular meetings will begin at a time established by city council, unless postponed or canceled for valid reason(s).
 - b. *Special meetings.* Special meetings may be held on any day of the week to consider items that require action prior to the next regularly scheduled meeting and may be called upon the request of the mayor or four or more Councilmembers.
 - c. *Executive session.* The city council may meet in executive session in compliance with the Texas Open Meetings Act. A final action, decision or vote on a matter deliberated in an executive session will be made in an open meeting for which proper notice is provided. All discussions in executive session will remain confidential.
 - d. *Public notice.* The agenda for all regular meetings, special meetings, and the notice listing items to be considered will be posted on the city's official bulletin board in accordance with the Texas Open Meetings Act.
 - e. *Attendance.* Councilmembers are expected to attend all meetings and stay in attendance during each meeting. No member will leave a meeting without advising the presiding officer.
 - f. *Conflict of interest.* A councilmember prevented from voting due to a conflict of interest will leave the meeting during the debate, will not vote on the matter, and will otherwise comply with the state law, City Charter and ordinances concerning conflicts of interest. Any councilmember filing a conflict of interest affidavit on an executive session item will not confer with staff, the city attorney, councilmembers or mayor.
 - g. *City councilmembers.*
 1. During city council meetings and work-sessions, councilmembers will assist in preserving order and decorum and will neither by conversation or otherwise delay or interrupt the proceedings nor refuse to obey the rules of the city council.
 - (a) The mayor or other presiding officer will, if necessary to preserve order and decorum, cause to be silenced or removed from the council chamber any person speaking out of order or disrupting the order or business of the meeting.
 - (b) All electronic communication devices will be silenced or turned off. Any electronic communication utilizing a cell phone, laptop, iPad, electronic notepad or other electronic device between elected officials is prohibited and in accordance with the Open Meetings Act and the Open Records Act. Furthermore, councilmembers will not participate with this type of communication with citizens during a council meeting to ensure that the government is open and transparent. If any of these type devices are used for a voice communication, the councilmember proposing to use the device it will seek permission from the mayor to be excused from the meeting.
 - (c) City council may, by an affirmative vote by a majority of the quorum present, declare an official reprimand (an expression of official disapproval) against any councilmember that violates the rules of procedure established in this section, or otherwise disrupts or interferes with a city council meeting.
 - (d) The chief of police, or his/her designee, will act as sergeant-at-arms for the city council and will furnish whatever assistance to the mayor to enforce the rules of the city council and maintain decorum in the meeting.
 - (e) As a reminder to the citizens and the city council, Section 42.05 of the Texas Penal Code is applicable to city council meetings, workshops and public hearings. This statute states that a person commits a Class B misdemeanor offense if, with the intent to prevent or disrupt a

lawful meeting, procession, or gathering, he or she obstructs or interferes with the meeting, procession, or gathering by physical action or verbal utterance. Because the mayor is responsible for maintaining decorum during the city council meetings, the mayor or his/her designee is specifically authorized to file a complaint with a court of competent jurisdiction if a person commits an offense in accordance with this paragraph.

- (f) If the mayor or the presiding officer fails to act, any member of the council may move to require enforcement of the rules, and the affirmative vote of a majority of the council will require the presiding officer to act.
 - 2. A councilmember desiring to speak will address the chair, and upon recognition by the presiding officer, will confine discussion to the question under debate, avoid discussion of personalities and inappropriate language, and refrain from personal attacks and verbal abuse.
 - 3. A councilmember, once recognized by the chair, will not be interrupted while speaking except for the following reasons: called to order by the presiding officer; a point of order is raised by another member, or the speaker chooses to yield to questions from another member. If a councilmember is called to order while speaking, that member will cease speaking immediately until the question of order is determined. If ruled to be in order, the member will be permitted to proceed. If ruled to be not in order, the member will remain silent or make additional remarks so as to comply with the rules of the city council.
 - 4. When there is more than one speaker on the same subject, councilmembers will delay their comments until after all speakers on the subject have been heard.
 - 5. The chair will state all questions submitted for a vote and announce the result. If the vote is not unanimous, the chair will announce the names of member(s) voting in favor and in opposition to the motion.
- h. *Administrative staff.*
- 1. Members of the administrative staff and employees of the city will observe the same rules and decorum applicable to members of the city council.
 - 2. Although the presiding officer has the authority to preserve decorum in meetings, the city manager also is responsible for the orderly conduct and decorum of all city employees under the city manager's direction and control.
 - 3. The city manager will take such disciplinary action as may be necessary to ensure that decorum is preserved at all times by city employees in meetings.
 - 4. All persons addressing the city council, including the city manager will be recognized by the presiding officer and will limit remarks to the matter under discussion.
 - 5. All remarks and questions addressed to the city council will be addressed to the city council as a whole and not to any individual member.
- i. *Citizens and visitors.*
- 1. Citizens and visitors are welcome and encouraged to attend all public meetings of the city council and will be admitted to the chamber or meeting room up to the fire safety capacity of the room.
 - 2. Everyone attending the meeting will refrain from private conversations while the city council is in session.
 - 3. Citizens and visitors attending city council meetings will observe the same rules of propriety, decorum and good conduct applicable to members of the city council. Any person making personal, impertinent, profane or slanderous remarks or who becomes boisterous while

addressing the city council or while attending the meeting, will be removed from the room if so directed by the presiding officer. The provisions of Section 42.05 of the Penal Code apply to the citizens as well. The person will be barred from further audience before the city council during that session. If the presiding officer fails to act, any member of the council may move to require enforcement of the rules, and the affirmative vote of a majority of the council will require the presiding officer to act.

4. Unauthorized remarks from the audience, stamping of feet, whistles, yells and similar demonstrations will not be permitted by the presiding officer, who may direct the removal of offenders from the room. In case the presiding officer will fail to act, any member of the council may move to require enforcement of the rules and the affirmative vote of the majority of the council will require the presiding officer to act.
5. No placards, banners, or signs will be permitted in the city council chamber or in any other room in which the council is meeting. Exhibits, displays and visual aids used in connection with presentations, however, are permitted.
6. The chief of police, or his/her designee, will act as sergeant-at-arms for the city council and will furnish whatever assistance is needed to enforce the rules of the city council.

j. *Agenda.*

1. The mayor and/or city manager will set the agenda. An individual councilmember may request an item to be placed on the upcoming agenda for the next regular meeting, unless the majority of the council votes that the item will not be on the upcoming agenda.

k. *Speakers.*

1. A person wishing to address the city council must first complete a request form and register it with the city secretary. The following information must be provided on the form: Name, residence address, daytime telephone number, the subject matter to be addressed.
2. Speakers must address their comments to the presiding officer rather than to individual councilmembers or staff.
3. Speakers must keep their remarks specific to the item being considered by the city council. If the speaker is addressing the city council under the "petitions and public comments" section, the speaker may address any item not slated for discussion on the agenda.
4. A person who registers to speak on an item listed on the agenda will be called on after the chair gains agreement to do so by the council. A person who registers to speak on a public hearing item or during the "petitions and public comments" section will be called on at that time. The chair may determine the order in which speakers are called.
5. All speakers will have a maximum of three minutes to address the council. A majority vote of the council will be required to extend the time limit. The chair may impose more restrictive time limits if a large number of persons register to speak.
6. For called public hearings, the applicant will be allowed a maximum of five minutes to make a presentation.
7. In accordance with the Texas Open Meetings Act, the city council will not discuss or consider any item addressed during the "petitions and public comments" section. Councilmembers will not interact with the public during the time allotted to speakers unless a nondebateable motion approved by the city council allots a specific amount of time.

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8. Whenever it is necessary for a speaker to use an interpreter to translate comments to the city council, the time required for the translation will not be counted against the designated time allotted for the speaker to address the city council.

I. *Motions.*

1. No motion may be moved or suggested until all councilmember discussion is complete and the mayor calls for the motion. A motion made and seconded will be considered the main motion. Any councilmember may move to amend a motion. The amendment must receive a second before it may be discussed and must be voted on prior to voting on the main motion.
2. A motion may be withdrawn or modified by its mover without asking permission until the motion is voted upon. If the mover modified the motion, the councilmember who seconded the motion may withdraw the second.
3. At any time after a motion has been made and seconded, a councilmember may "call the question," which will have the affect of stopping the debate and requiring the city council to immediately proceed to vote on the motion to call the question.
4. A motion to reconsider any action of the city council must be made no later than prior to the conclusion of the next regularly scheduled meeting of the city council. Such a motion may only be made by a councilmember who voted with the prevailing side. The motion to reconsider may be seconded by any member. No question will be twice reconsidered except by unanimous vote of the city council, except that action relating to any contract may be reconsidered at any time before the final execution thereof.
 - (a) If a motion to reconsider is made at the same meeting at which the matter was acted upon, the motion may be heard and voted upon and the original action on the matter is set aside. Deliberation may then resume on the matter at that same meeting.
 - (b) If a motion to reconsider is made at the next meeting after the matter was acted upon, the motion to reconsider may be heard and voted upon and the original action on the matter is not set aside. Deliberation may not resume on the matter, but it will be placed on the next available agenda for deliberation.
- m. *Suspension of Rules.* Any provision of these rules not governed by the City Charter, City Code, state or federal law may be temporarily suspended by a majority vote of the members of the city council present. The vote on any such suspension will be taken by yeas and nays and entered upon the record.
- n. *Amendment of rules.* These rules may be amended, or new rules adopted, by a majority vote of the members of the city council.
- o. *Failure to comply.* A failure to comply with these rules does not invalidate any otherwise lawful act of the council.

(6) *Public contact/media relations.*

- a. Representative government is only successful when the citizens are kept informed and educated about the issues facing their municipality; consequently, it is imperative that the media play an important role in the council-manager-media relations. It is through an informed public that progress is ensured and good government remains sensitive to its constituents. These guidelines are designed to help ensure positive relationships with print, radio, and television reporters. The mayor, city council and the city manager recognize that the news media provide an important link between the council and the public. It is the council's desire to establish a professional working relationship to help maintain a well-informed and educated citizenry.
- b. During the conduct of official business, the city will designate adequate space for the news media.

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- c. All reporters will receive an agenda in advance and will be furnished support material needed for clarification if requested.

(7) *Planning.*

- a. The mayor and council are responsible for establishing a vision for the City of Sealy and planning for its future. The comprehensive plan will be used as a guide to maintain the focus and vision for the City of Sealy.
- b. On an annual basis, the mayor and city council will hold a minimum of one strategic planning session wherein they review the comprehensive plan and amend the plan in order to set priorities, goals and objectives. The goals and objectives will address short term and long-term needs of the city and will be in accordance with the comprehensive plan.
- c. Policy direction will be consistent with the strategic goals and objectives of the comprehensive plan. Sufficient time and consideration should be given to policy alternatives to ensure that decisions are made consistent with the comprehensive plan.

(8) *Council/staff relations.*

- a. The role of the city manager and the relationship of staff with council is addressed in article IV of the City Charter.
- b. The city council will direct comments, correspondence and concerns about city services to the city manager's office. Citizens concerns, comments and correspondence regarding city services received by councilmembers will be forwarded to the city manager for appropriate staff action and a timely response.
- c. Documents provided to one councilmember will also be distributed to all other members of the elected body. The city manager will prepare and submit to the council as of the end of the fiscal year a complete report on the finances and administrative activities of the city for the preceding year. As provided for in section 4.01(c)(5) and (6) of the City Charter, the city manager will keep the council advised of the financial condition and future needs of the city and make such recommendations that may seem desirable.
- d. In order to ensure proper presentation of agenda items by staff, questions arising from councilmembers after receiving their information packet should be, whenever possible, presented to the city manager or the manager's designated assistants for staff consideration prior to the council meeting. This allows time for staff to address the councilmembers' concerns and provide all councilmembers with the additional information.

(Ord. No. 2012-11, § 1, 11-20-2012; Ord. No. 2024-06, § 5, 2-21-2024)

Secs. 2-37—2-65. Reserved.

ARTICLE III. OFFICERS AND EMPLOYEES³

³Charter reference(s)—City manager, § 4.01; city secretary, § 4.04; personal interest in city business, § 9.06; official oath, § 9.07; bonds, § 9.08.

Cross reference(s)—Any ordinance dealing with the compensation, retirement, pensions or other benefits of city officers or city employees or other personnel matters saved from repeal, § 1-12(10); fire marshal, § 34-36 et seq.; police department, § 50-31 et seq.

Sec. 2-66. City attorney.

The city attorney shall be responsible for providing legal services, advice and counsel to the city, its officers, employees and representatives.

(Ord. No. 92-3, § 2, 6-10-1992)

Charter reference(s)—Attorney for the city, § 4.02.

Sec. 2-67. Finance director.

The finance director shall be appointed by the city council and be responsible for performing the duties as general accountant of the city by planning, organizing, directing and coordinating the city's financial operations, including accounting, budgeting, purchasing, financial reporting, and investment programs, and managing the city's data processing operations.

(Ord. No. 92-2, § 3, 5-13-1992)

Sec. 2-69. Defense of officers; insurance.

- (a) The city may, by majority vote of the city council, indemnify or reimburse any member of the governing body, officer or employee of the city against damage and for reasonable expenses actually incurred by such person in connection with any action, lawsuit or proceeding to which such person is a party; provided, such person was acting within the scope of duty, in good faith and was not finally adjudged to have been guilty or liable for, willful misconduct, gross neglect of duty, or a criminal act.
- (b) The city may, by majority vote of the city council, purchase liability insurance to protect any member of the council, officer or employee against damage and for reasonable expenses actually incurred by such person in connection with any action, lawsuit or proceeding to which such person is a party; provided, such person was acting within the scope of duty, in good faith and was not finally adjudged to have been guilty of or liable for willful misconduct, gross neglect of duty or a criminal act.

(Ord. No. 87-10, §§ 1, 2, 11-4-1987)

State law reference(s)—Liability insurance, V.T.C.A., Civil Practice and Remedies Code § 101.027.

Sec. 2-70. Additional powers and duties of the city manager.

The city manager may sign contracts, agreements, and franchises which do not exceed \$10,000.00 as long as such contracts, agreements, and franchises are budgeted, reviewed by the city attorney for legal compliance, and are not otherwise required to be approved by the city council by law. For contracts that contain an automatic renewal provision, in addition to the requirements above, the budget also must reflect a budget note for the expenditure. In addition to this authority, the city manager shall administer and enforce all contracts, agreements, and franchises. The city manager shall sign any contracts, agreements, and franchises which the city council approves and instructs him/her to be executed.

(Ord. No. 2023-32, § 2, 11-21-2023)

Secs. 2-71—2-100. Reserved.

ARTICLE IV. BOARDS AND COMMISSIONS⁴

Sec. 2-101. Adoption of accident review board policy.

The city approves and adopts an accident review board policy, as now or hereafter amended, a copy of which is attached to Ordinance No. 91-10 and made a part of this Code.

(Ord. No. 91-10, § 1, 5-20-1991)

Sec. 2-102. Reserved.

Ord. No. 2024-10, § 2, adopted April 16, 2024, repealed § 2-102, which pertained to Main Street Advisory Board and derived from Ord. No. 2014-02, §§ 1–3, adopted Jan. 28, 2014; Ord. No. 2016-21, adopted Aug. 9, 2016; and Ord. No. 2019-12, § 2, adopted Aug. 6, 2019.

Sec. 2-103. Reserved.

Editor's note(s)—Ord. No. 2018-04, § 1, adopted February 27, 2018, repealed § 2-103, which pertained to sports commission and derived from Ord. No. 2015-13, 6-9-2015; Ord. No. 2015-15, § 1, 7-28-2015; Ord. No. 2016-15, 6-28-2016.

Sec. 2-104. Reserved.

Editor's note(s)—Ord. No. 2018-05, § 1, adopted February 27, 2018, repealed § 2-104, which pertained to Keep Sealy Beautiful Commission and derived from Ord. No. 2014-12, §§ I–VI, 8-12-2014; Ord. No. 2015-07, § 1, 2-24-2015.

Sec. 2-105. Reserved.

Editor's note(s)—Ord. No. 2018-03, § 1, adopted February 27, 2018, repealed § 2-105, which pertained to tourism commission and derived from Ord. No. 2016-02, 2-9-2016.

Secs. 2-106—2-130. Reserved.

ARTICLE V. FINANCE⁵

⁴Cross reference(s)—Building trades board of adjustments and appeals, § 14-46 et seq.; electrical board, § 14-203; library board, § 54-1; parks board, § 70-31 et seq.; planning commission, § 78-31 et seq.

⁵Charter reference(s)—Financial administration, art. VII.

Cross reference(s)—Any ordinance promising or guaranteeing the payment of money for the city, or authorizing the issuance of any bonds of the city or any evidence of the city's indebtedness saved from repeal, § 1-12(1); any appropriation ordinance or ordinance providing for the levy of taxes or tax exemptions or reinvestment

zones or for an annual budget saved from repeal, § 1-12(2); any ordinance approving, prescribing or otherwise relating to rates to be charged by utility companies saved from repeal, § 1-12(5); any ordinance approving, authorizing or otherwise relating to any contract or agreement saved from repeal, § 1-12(6); any fees or other charges established by the council saved from repeal, § 1-12(15); any ordinance adopting a notice to bidders procedure saved from repeal, § 1-12(17); taxation, ch. 90.

Sec. 2-131. Adoption of investment policy.

The city approves and adopts an investment policy, as now or hereafter amended, a copy of which is attached to Ordinance No. 91-17 and made a part of this Code.

(Ord. No. 91-17, § 1, 9-11-1991)

Sec. 2-132. Adoption of purchasing manual.

The city approves and adopts a purchasing manual, as now or hereafter amended, a copy of which is attached to Ordinance No. 91-18 and made a part of this Code.

(Ord. No. 91-18, § 1, 9-11-1991)

Secs. 2-133—2-165. Reserved.

ARTICLE VI. RECORDS MANAGEMENT⁶

Sec. 2-166. Ordinance adopted.

Ordinance No. 90-22, pertaining to records management, as now or hereafter amended, is adopted as a part of this section, as if set out at length in this section.

(Ord. No. 90-22, 12-12-1990)

Secs. 2-167—2-185. Reserved.

ARTICLE VII. FEES

Sec. 2-186. Fee adopted.

In accordance with V.T.C.A., Local Government Code § 140.009, there shall be imposed an additional fee of 30 percent on all debts and accounts receivable, i.e.: fines, fees, restitution, other debts, and costs that are more than 60 days past due and have been referred to a private firm for collection.

(Ord. No. 2013-13, § 1, 9-10-2013)

⁶Charter reference(s)—Public records, § 9.01.

State law reference(s)—Preservation and management of local government records, V.T.C.A., Government Code § 441.151 et seq.; Local Government Records Act, V.T.C.A., Local Government Code § 201.001 et seq.; municipal records management, V.T.C.A., Local Government Code § 203.021 et seq.

d)



AGENDA ITEM NO:___

Discussion and Possible Action regarding Ratification to Approve a Resolution to Apply for Motor Vehicle Crime Prevention Authority Grant (MVCPA) Application.

SUBMITTED BY: Russell Grimes

MEETING DATE: May 7th, 2026

STAFF REPORT

DESCRIPTION

This item is presented for ratification of the Resolution to Apply for the Motor Vehicle Crime Prevention Authority (MVCPA) Grant. While City Council previously approved submission of the grant application at the April 21st meeting, the formal resolution document was inadvertently not included in the council packet at that time.

Due to the time-sensitive nature of the MVCPA grant deadline, the Resolution was executed by the Mayor following Council's approval to ensure timely submission and eligibility for funding. The Resolution is now attached for Council's review and formal ratification, ensuring full transparency and proper documentation of the City's authorization to apply for this grant opportunity.

RECOMMENDATION

Staff recommends that City Council ratify the Resolution to Apply for the Motor Vehicle Crime Prevention Authority (MVCPA) Grant, as previously approved on April 21st, to formally document the City's authorization and ensure compliance with grant requirements.

RESOLUTION NO. 2026-17

MOTOR VEHICLE CRIME PREVENTION AUTHORITY

2026 City of Sealy Resolution

SB 224 Catalytic Converter Grant Program

* * * * *

WHEREAS, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement taskforces and agencies for economic motor vehicle theft, including catalytic converter theft; and

WHEREAS, this grant program will assist this jurisdiction to combat catalytic converter thefts; and

WHEREAS, City of Sealy has agreed that in the event of loss or misuse of the grant funds, City of Sealy agrees and assures that the grant funds will be returned in full to the Motor Vehicle Crime Prevention Authority.

NOW, THEREFORE, BE IT RESOLVED and ordered that, Russell Grimes, Chief of Police, is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that Kimbra Hill, City Manager, is designated as the Program Director and Jennifer Matura, Director of Finance, is designated as the Financial Officer for this grant.

Adopted this 21st day of April 2026.



Carolyn Bilski, Mayor

ATTEST:


Sandra Vrabec, City Secretary



e)



CONSENT AGENDA

Quarter 2 Investment Report for Fiscal Year 2025-2026

SUBMITTED BY: Jennifer Matura, Finance/HR Director

MEETING DATE: May 7th, 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 second quarter of Fiscal Year 2025-2026, covering the period from January 1, 2026 through March 31, 2026.

ANALYSIS

For the first quarter of Fiscal Year 2025-2026, the City's total pooled cash and investment balance increased from \$59,477,910.49 on December 31, 2026, to \$63,032,263.75 as of March 31, 2026. The City earned \$417,281.04 in interest during the quarter, with fiscal year-to-date earnings totaling \$865,855.75.

Investment Summary:

- Portfolio Composition by Security Type
 - Local Government Investment Pools: 71.09%
 - Demand Deposit Accounts: 28.91%
- Portfolio Composition by Issuer:
 - TexPool: 49.75%
 - Wells Fargo Bank: 28.91%
 - TexSTAR: 21.34%
- The largest concentration of funds remains in Capital Project Funds, representing 62.93% of the portfolio, primarily associated with bond proceeds.

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 2.7583%, reflecting a

conservative investment approach focused on safety of principal and liquidity, as required by the PFIA.

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 2 Investment Report for Fiscal Year 2025-2026.



CITY OF SEALY, TEXAS

INVESTMENT REPORT

FOR THE QUARTER ENDED MARCH 31, 2026

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.

Jennifer Matura, Investment Officer

Natalie Tiemann, Investment Officer

Kimbra Hill, Investment Officer

Sandra Vrabec, Investment Officer

**CITY OF SEALY, TEXAS
INVESTMENT PORTFOLIO BY FUND
FOR THE QUARTER ENDED MARCH 31, 2026**

	BALANCE AS OF 12/31/2025	BALANCE AS OF 3/31/2026	QUARTER-TO- DATE INTEREST EARNED	FISCAL-YEAR-TO-DATE INTEREST EARNED
General Fund	\$ 5,404,148.02	\$ 8,769,018.11	\$ 59,669.07	\$ 104,788.93
Hotel/Motel Occupancy Tax Fund	\$ 768,626.11	\$ 758,577.91	\$ 6,019.52	\$ 13,007.40
Police Donations Fund	\$ 64,666.08	\$ 69,536.65	\$ 512.64	\$ 1,057.32
State LEOSE Allocations Fund	\$ 11,161.54	\$ 15,492.57	\$ 98.01	\$ 195.75
PEG Franchise Fees Fund	\$ 36,485.25	\$ 36,768.87	\$ 283.62	\$ 603.09
Municipal Court Technology Fund	\$ 21,471.72	\$ 21,148.87	\$ 163.14	\$ 351.16
Time Payment Reimb Fee Fund	\$ 44,420.52	\$ 44,632.65	\$ 342.97	\$ 727.57
Municipal Court Bldg Security Fund	\$ 237,503.71	\$ 238,235.30	\$ 1,841.78	\$ 3,936.56
Child Safety Fund	\$ 13,563.03	\$ 13,782.54	\$ 106.02	\$ 224.56
Park Land Dedication Fund	\$ 94,563.64	\$ 95,298.72	\$ 735.08	\$ 1,563.11
Local Youth Diversion Fund	\$ 114,660.77	\$ 119,408.69	\$ 910.36	\$ 1,904.71
Municipal Jury Fund	\$ 1,388.34	\$ 1,476.28	\$ 11.19	\$ 23.16
Chapter 59 Forfeited Property Fund	\$ 94,028.80	\$ 84,178.54	\$ 649.74	\$ 1,473.40
TIRZ #2 Tax Increment Fund	\$ 121,967.23	\$ 122,915.33	\$ 948.10	\$ 2,016.09
PID #1 Assessment Fund	\$ 6,876.17	\$ 44,676.46	\$ 334.29	\$ 355.13
Sealy Development Authority	\$ -	\$ -	\$ -	\$ -
Economic Development Sales Tax Fund	\$ 3,219,334.56	\$ 3,672,394.97	\$ 23,737.22	\$ 44,769.46
Municipal Drainage Utility Fund	\$ 667,077.89	\$ 710,193.14	\$ 5,379.09	\$ 11,333.24
Debt Service Fund	\$ 1,148,860.26	\$ 2,436,711.40	\$ 8,102.18	\$ 12,244.98
Downtown Revitalization Fund	\$ 2,580.33	\$ 2,600.39	\$ 20.06	\$ 42.66
American Rescue Plan Act Fund	\$ 4,371.57	\$ 4,405.55	\$ 33.98	\$ (122.95)
Drainage Remediation Fund	\$ -	\$ -	\$ -	\$ -
Water & Sewer Fund	\$ (719,986.21)	\$ (610,429.10)	\$ (4,056.89)	\$ (12,476.47)
2022 COs Construction Fund	\$ 15,263,830.49	\$ 12,603,187.24	\$ 104,433.86	\$ 241,443.30
Developer Deposits Fund	\$ 43,805.52	\$ 61,190.52	\$ -	\$ -
Water Impact Fees Fund	\$ 1,133,492.64	\$ 1,289,802.84	\$ 9,242.20	\$ 18,908.95
Sewer Impact Fees Fund	\$ 1,130,609.39	\$ 1,245,696.30	\$ 9,134.91	\$ 19,020.29
Water Utility Deposits Fund	\$ 251,459.15	\$ 248,894.15	\$ 1,819.63	\$ 3,829.89
Gas Fund	\$ 2,966,055.89	\$ 3,273,366.70	\$ 24,475.77	\$ 49,542.62
Gas Utility Deposits Fund	\$ 470,495.00	\$ 474,680.00	\$ 3,638.18	\$ 7,657.71
Solid Waste Fund	\$ (149,509.75)	\$ 52,184.75	\$ (244.20)	\$ (946.27)
Self-Insurance Fund	\$ (20,223.26)	\$ (20,223.26)	\$ -	\$ -
Donation Fund	\$ 21,648.61	\$ 19,395.09	\$ 149.60	\$ 343.84
2025 COs Construction Fund	\$ 20,400,859.05	\$ 20,535,212.51	\$ 158,453.46	\$ 337,417.99
Opioid Grant Fund	\$ 14,237.39	\$ 15,798.47	\$ 114.51	\$ 239.18
Local Youth Diversion Admin Fee Fund	\$ 353.98	\$ 457.00	\$ 3.02	\$ 5.53
Consolidated Security & Tech Fund	\$ 16,895.76	\$ 24,211.19	\$ 167.00	\$ 296.75
FEMA WP & LS	\$ 10,771.82	\$ -	\$ -	\$ -
Special Events Fund	\$ 5,660.81	\$ 6,712.74	\$ 51.93	\$ 67.74
Grand Total	\$ 59,477,910.49	\$ 63,032,263.75	\$ 417,281.04	\$ 865,855.75

CITY OF SEALY, TEXAS
INVESTMENT PORTFOLIO BY FUND CATEGORY
FOR THE QUARTER ENDED MARCH 31, 2026

	BALANCE AS OF 12/31/2025	BALANCE AS OF 3/31/2026	QUARTER-TO- DATE INTEREST EARNED	FISCAL-YEAR-TO-DATE INTEREST EARNED
Governmental Funds				
2022 COs Construction Fund	\$ 15,263,830.49	\$ 12,603,187.24	\$ 104,433.86	\$ 241,443.30
American Rescue Plan Act Fund	\$ 4,371.57	\$ 4,405.55	\$ 33.98	\$ (122.95)
Chapter 59 Forfeited Property Fund	\$ 94,028.80	\$ 84,178.54	\$ 649.74	\$ 1,473.40
Child Safety Fund	\$ 13,563.03	\$ 13,782.54	\$ 106.02	\$ 224.56
Debt Service Fund	\$ 1,148,860.26	\$ 2,436,711.40	\$ 8,102.18	\$ 12,244.98
Developer Deposits Fund	\$ 43,805.52	\$ 61,190.52	\$ -	\$ -
Downtown Revitalization Fund	\$ 2,580.33	\$ 2,600.39	\$ 20.06	\$ 42.66
Drainage Remediation Fund	\$ -	\$ -	\$ -	\$ -
Economic Development Sales Tax Fund	\$ 3,219,334.56	\$ 3,672,394.97	\$ 23,737.22	\$ 44,769.46
General Fund	\$ 5,404,148.02	\$ 8,769,018.11	\$ 59,669.07	\$ 104,788.93
Hotel/Motel Occupancy Tax Fund	\$ 768,626.11	\$ 758,577.91	\$ 6,019.52	\$ 13,007.40
Local Youth Diversion Fund	\$ 114,660.77	\$ 119,408.69	\$ 910.36	\$ 1,904.71
Municipal Court Bldg Security Fund	\$ 237,503.71	\$ 238,235.30	\$ 1,841.78	\$ 3,936.56
Municipal Court Technology Fund	\$ 21,471.72	\$ 21,148.87	\$ 163.14	\$ 351.16
Municipal Drainage Utility Fund	\$ 667,077.89	\$ 710,193.14	\$ 5,379.09	\$ 11,333.24
Municipal Jury Fund	\$ 1,388.34	\$ 1,476.28	\$ 11.19	\$ 23.16
Park Land Dedication Fund	\$ 94,563.64	\$ 95,298.72	\$ 735.08	\$ 1,563.11
PEG Franchise Fees Fund	\$ 36,485.25	\$ 36,768.87	\$ 283.62	\$ 603.09
PID #1 Assessment Fund	\$ 6,876.17	\$ 44,676.46	\$ 334.29	\$ 355.13
Police Donations Fund	\$ 64,666.08	\$ 69,536.65	\$ 512.64	\$ 1,057.32
Sealy Development Authority	\$ -	\$ -	\$ -	\$ -
State LEOSE Allocations Fund	\$ 11,161.54	\$ 15,492.57	\$ 98.01	\$ 195.75
Time Payment Reimb Fee Fund	\$ 44,420.52	\$ 44,632.65	\$ 342.97	\$ 727.57
TIRZ #2 Tax Increment Fund	\$ 121,967.23	\$ 122,915.33	\$ 948.10	\$ 2,016.09
Donation Fund	\$ 21,648.61	\$ 19,395.09	\$ 149.60	\$ 343.84
2025 COs Construction Fund	\$ 20,400,859.05	\$ 20,535,212.51	\$ 158,453.46	\$ 337,417.99
Opioid Grant Fund	\$ 14,237.39	\$ 15,798.47	\$ 114.51	\$ 239.18
Local Youth Diversion Admin Fee Fund	\$ 353.98	\$ 457.00	\$ 3.02	\$ 5.53
Consolidated Security & Tech Fund	\$ 16,895.76	\$ 24,211.19	\$ 167.00	\$ 296.75
FEMA WP & LS	\$ 10,771.82	\$ -	\$ -	\$ -
Special Events Fund	\$ 5,660.81	\$ 6,712.74	\$ 51.93	\$ 67.74
Governmental Funds Total	\$ 54,415,517.64	\$ 57,078,291.37	\$ 373,271.44	\$ 780,319.03
Proprietary Funds				
Gas Fund	\$ 2,966,055.89	\$ 3,273,366.70	\$ 24,475.77	\$ 49,542.62
Gas Utility Deposits Fund	\$ 470,495.00	\$ 474,680.00	\$ 3,638.18	\$ 7,657.71
Self-Insurance Fund	\$ (20,223.26)	\$ (20,223.26)	\$ -	\$ -
Sewer Impact Fees Fund	\$ 1,130,609.39	\$ 1,245,696.30	\$ 9,134.91	\$ 19,020.29
Solid Waste Fund	\$ (149,509.75)	\$ 52,184.75	\$ (244.20)	\$ (946.27)
Water & Sewer Fund	\$ (719,986.21)	\$ (610,429.10)	\$ (4,056.89)	\$ (12,476.47)
Water Impact Fees Fund	\$ 1,133,492.64	\$ 1,289,802.84	\$ 9,242.20	\$ 18,908.95
Water Utility Deposits Fund	\$ 251,459.15	\$ 248,894.15	\$ 1,819.63	\$ 3,829.89
Proprietary Funds Total	\$ 5,062,392.85	\$ 5,953,972.38	\$ 44,009.60	\$ 85,536.72
Grand Total	\$ 59,477,910.49	\$ 63,032,263.75	\$ 417,281.04	\$ 865,855.75

CITY OF SEALY, TEXAS
INVESTMENT PORTFOLIO BY FUND TYPE
FOR THE QUARTER ENDED MARCH 31, 2026

	BALANCE AS OF 12/31/2025	BALANCE AS OF 3/31/2026	QUARTER-TO- DATE INTEREST EARNED	FISCAL-YEAR-TO-DATE INTEREST EARNED
General Funds				
Developer Deposits Fund	\$ 43,805.52	\$ 61,190.52	\$ -	\$ -
General Fund	\$ 5,404,148.02	\$ 8,769,018.11	\$ 59,669.07	\$ 104,788.93
PEG Franchise Fees Fund	\$ 36,485.25	\$ 36,768.87	\$ 283.62	\$ 603.09
Police Donations Fund	\$ 64,666.08	\$ 69,536.65	\$ 512.64	\$ 1,057.32
State LEOSE Allocations Fund	\$ 11,161.54	\$ 15,492.57	\$ 98.01	\$ 195.75
Donation Fund	\$ 21,648.61	\$ 19,395.09	\$ 149.60	\$ 343.84
Opioid Grant Fund	\$ 14,237.39	\$ 15,798.47	\$ 114.51	\$ 239.18
General Funds Total	\$ 5,596,152.41	\$ 8,987,200.28	\$ 60,827.45	\$ 107,228.11
Special Revenue Funds				
American Rescue Plan Act Fund	\$ 4,371.57	\$ 4,405.55	\$ 33.98	\$ (122.95)
Chapter 59 Forfeited Property Fund	\$ 94,028.80	\$ 84,178.54	\$ 649.74	\$ 1,473.40
Child Safety Fund	\$ 13,563.03	\$ 13,782.54	\$ 106.02	\$ 224.56
Economic Development Sales Tax Fund	\$ 3,219,334.56	\$ 3,672,394.97	\$ 23,737.22	\$ 44,769.46
Hotel/Motel Occupancy Tax Fund	\$ 768,626.11	\$ 758,577.91	\$ 6,019.52	\$ 13,007.40
Local Youth Diversion Fund	\$ 114,660.77	\$ 119,408.69	\$ 910.36	\$ 1,904.71
Municipal Court Bldg Security Fund	\$ 237,503.71	\$ 238,235.30	\$ 1,841.78	\$ 3,936.56
Municipal Court Technology Fund	\$ 21,471.72	\$ 21,148.87	\$ 163.14	\$ 351.16
Municipal Drainage Utility Fund	\$ 667,077.89	\$ 710,193.14	\$ 5,379.09	\$ 11,333.24
Municipal Jury Fund	\$ 1,388.34	\$ 1,476.28	\$ 11.19	\$ 23.16
Park Land Dedication Fund	\$ 94,563.64	\$ 95,298.72	\$ 735.08	\$ 1,563.11
PID #1 Assessment Fund	\$ 6,876.17	\$ 44,676.46	\$ 334.29	\$ 355.13
Sealy Development Authority	\$ -	\$ -	\$ -	\$ -
Time Payment Reimb Fee Fund	\$ 44,420.52	\$ 44,632.65	\$ 342.97	\$ 727.57
TIRZ #2 Tax Increment Fund	\$ 121,967.23	\$ 122,915.33	\$ 948.10	\$ 2,016.09
Local Youth Diversion Admin Fee Fund	\$ 353.98	\$ 457.00	\$ 3.02	\$ 5.53
Consolidated Security & Tech Fund	\$ 16,895.76	\$ 24,211.19	\$ 167.00	\$ 296.75
FEMA WP & LS	\$ 10,771.82	\$ -	\$ -	\$ -
Special Events Fund	\$ 5,660.81	\$ 6,712.74	\$ 51.93	\$ 67.74
Special Revenue Funds Total	\$ 5,443,536.43	\$ 5,962,705.88	\$ 41,434.43	\$ 81,932.62
Debt Service Funds				
Debt Service Fund	\$ 1,148,860.26	\$ 2,436,711.40	\$ 8,102.18	\$ 12,244.98
Debt Service Funds Total	\$ 1,148,860.26	\$ 2,436,711.40	\$ 8,102.18	\$ 12,244.98
Capital Projects Funds				
2022 COs Construction Fund	\$ 15,263,830.49	\$ 12,603,187.24	\$ 104,433.86	\$ 241,443.30
Downtown Revitalization Fund	\$ 2,580.33	\$ 2,600.39	\$ 20.06	\$ 42.66
Drainage Remediation Fund	\$ -	\$ -	\$ -	\$ -
2025 COs Construction Fund	\$ 20,400,859.05	\$ 20,535,212.51	\$ 158,453.46	\$ 337,417.99
Capital Projects Funds Total	\$ 42,226,968.54	\$ 39,691,673.81	\$ 262,907.38	\$ 578,913.32
Enterprise Funds				
Gas Fund	\$ 2,966,055.89	\$ 3,273,366.70	\$ 24,475.77	\$ 49,542.62

CITY OF SEALY, TEXAS
INVESTMENT PORTFOLIO BY FUND TYPE
FOR THE QUARTER ENDED MARCH 31, 2026

	BALANCE AS OF 12/31/2025	BALANCE AS OF 3/31/2026	QUARTER-TO- DATE INTEREST EARNED	FISCAL-YEAR-TO-DATE INTEREST EARNED
Gas Utility Deposits Fund	\$ 470,495.00	\$ 474,680.00	\$ 3,638.18	\$ 7,657.71
Sewer Impact Fees Fund	\$ 1,130,609.39	\$ 1,245,696.30	\$ 9,134.91	\$ 19,020.29
Solid Waste Fund	\$ (149,509.75)	\$ 52,184.75	\$ (244.20)	\$ (946.27)
Water & Sewer Fund	\$ (719,986.21)	\$ (610,429.10)	\$ (4,056.89)	\$ (12,476.47)
Water Impact Fees Fund	\$ 1,133,492.64	\$ 1,289,802.84	\$ 9,242.20	\$ 18,908.95
Water Utility Deposits Fund	\$ 251,459.15	\$ 248,894.15	\$ 1,819.63	\$ 3,829.89
Enterprise Funds Total	\$ 5,082,616.11	\$ 5,974,195.64	\$ 44,009.60	\$ 85,536.72
Internal Service Funds				
Self-Insurance Fund	\$ (20,223.26)	\$ (20,223.26)	\$ -	\$ -
Internal Service Funds Total	\$ (20,223.26)	\$ (20,223.26)	\$ -	\$ -
Grand Total	\$ 59,477,910.49	\$ 63,032,263.75	\$ 417,281.04	\$ 865,855.75

CITY OF SEALY, TEXAS
INVESTMENT PORTFOLIO BY SECURITY TYPE
FOR THE QUARTER ENDED MARCH 31, 2026

	BALANCE AS OF 12/31/2025	BALANCE AS OF 3/31/2026	QUARTER-TO- DATE INTEREST EARNED	FISCAL-YEAR-TO- DATE INTEREST EARNED
Demand Deposit Accounts				
2022 COs Construction Fund	\$ 4,223,308.84	\$ 3,569,037.01	\$ 5,204.88	\$ 11,103.68
American Rescue Plan Act Fund	\$ 1,211.10	\$ 1,249.51	\$ 1.69	\$ (5.39)
Chapter 59 Forfeited Property Fund	\$ 26,006.18	\$ 23,829.86	\$ 32.32	\$ 67.44
Child Safety Fund	\$ 3,757.49	\$ 3,909.02	\$ 5.29	\$ 10.35
Debt Service Fund	\$ 808,924.75	\$ 997,315.67	\$ 2,147.55	\$ 2,897.62
Developer Deposits Fund	\$ 12,135.85	\$ 17,354.96	\$ -	\$ -
Downtown Revitalization Fund	\$ 714.85	\$ 737.53	\$ 1.01	\$ 1.98
Drainage Remediation Fund	\$ -	\$ -	\$ -	\$ -
Economic Development Sales Tax Fund	\$ 625,659.79	\$ 1,252,724.63	\$ 1,009.55	\$ 2,794.96
Gas Fund	\$ 821,714.15	\$ 928,397.80	\$ 1,235.82	\$ 2,312.39
Gas Utility Deposits Fund	\$ 19,141.91	\$ 20,798.57	\$ -	\$ -
General Fund	\$ 1,504,131.00	\$ 2,494,062.41	\$ 2,982.63	\$ 4,877.36
Hotel/Motel Occupancy Tax Fund	\$ 212,716.96	\$ 214,919.11	\$ 299.85	\$ 598.30
Local Youth Diversion Fund	\$ 31,765.54	\$ 33,866.89	\$ 45.40	\$ 87.87
Municipal Court Bldg Security Fund	\$ 65,797.87	\$ 67,568.70	\$ 91.85	\$ 181.35
Municipal Court Technology Fund	\$ 5,948.51	\$ 5,998.28	\$ 8.14	\$ 16.18
Municipal Drainage Utility Fund	\$ 184,806.81	\$ 201,426.18	\$ 268.31	\$ 522.51
Municipal Jury Fund	\$ 384.62	\$ 418.71	\$ 0.57	\$ 1.08
Park Land Dedication Fund	\$ 26,197.85	\$ 27,028.78	\$ 36.65	\$ 72.02
PEG Franchise Fees Fund	\$ 10,107.85	\$ 10,428.45	\$ 14.14	\$ 27.79
PID #1 Assessment Fund	\$ 1,904.97	\$ 12,671.21	\$ 16.68	\$ 17.21
Police Donations Fund	\$ 17,915.04	\$ 19,722.11	\$ 25.56	\$ 48.84
Sealy Development Authority	\$ -	\$ -	\$ -	\$ -
Self-Insurance Fund	\$ (5,602.64)	\$ (5,735.75)	\$ -	\$ -
Sewer Impact Fees Fund	\$ 313,223.27	\$ 353,306.49	\$ 455.64	\$ 877.99
Solid Waste Fund	\$ (41,420.08)	\$ 14,800.72	\$ (11.82)	\$ (30.71)
State LEOSE Allocations Fund	\$ 3,092.19	\$ 4,394.03	\$ 4.90	\$ 9.08
Time Payment Reimb Fee Fund	\$ 12,306.23	\$ 12,658.79	\$ 17.13	\$ 33.56
TIRZ #2 Tax Increment Fund	\$ 33,789.72	\$ 34,861.45	\$ 47.28	\$ 92.90
Water & Sewer Fund	\$ (199,464.50)	\$ (173,130.93)	\$ (216.11)	\$ (551.44)
Water Impact Fees Fund	\$ 314,022.04	\$ 365,816.06	\$ 461.02	\$ 873.95
Water Utility Deposits Fund	\$ 14,048.31	\$ 13,662.06	\$ -	\$ -
Donation Fund	\$ 5,997.52	\$ 5,500.87	\$ 7.46	\$ 15.63
2025 COs Construction Fund	\$ 5,651,840.45	\$ 5,824,231.71	\$ 7,901.42	\$ 15,547.92
Opioid Grant Fund	\$ 3,944.32	\$ 4,480.78	\$ 5.71	\$ 11.03
Local Youth Diversion Admin Fee Fund	\$ 98.07	\$ 129.62	\$ 0.15	\$ 0.26
Consolidated Security & Tech Fund	\$ 4,680.79	\$ 6,866.82	\$ 8.33	\$ 13.86
FEMA WP & LS	\$ 2,984.22	\$ -	\$ -	\$ -
Special Events Fund	\$ 1,568.27	\$ 1,903.88	\$ 2.57	\$ 3.27

CITY OF SEALY, TEXAS
INVESTMENT PORTFOLIO BY SECURITY TYPE
FOR THE QUARTER ENDED MARCH 31, 2026

	BALANCE AS OF 12/31/2025	BALANCE AS OF 3/31/2026	QUARTER-TO- DATE INTEREST EARNED	FISCAL-YEAR-TO- DATE INTEREST EARNED
Demand Deposit Accounts Total	\$ 16,536,654.55	\$ 18,225,125.01	\$ 22,111.57	\$ 42,530.84
Local Government Investment Pools				
2022 COs Construction Fund	\$ 11,040,521.65	\$ 9,034,150.23	\$ 99,228.98	\$ 230,339.62
American Rescue Plan Act Fund	\$ 3,160.47	\$ 3,156.04	\$ 32.29	\$ (117.56)
Chapter 59 Forfeited Property Fund	\$ 68,022.62	\$ 60,348.68	\$ 617.42	\$ 1,405.96
Child Safety Fund	\$ 9,805.54	\$ 9,873.52	\$ 100.73	\$ 214.21
Debt Service Fund	\$ 339,935.51	\$ 1,439,395.73	\$ 5,954.63	\$ 9,347.36
Developer Deposits Fund	\$ 31,669.67	\$ 43,835.56	\$ -	\$ -
Downtown Revitalization Fund	\$ 1,865.48	\$ 1,862.86	\$ 19.05	\$ 40.68
Drainage Remediation Fund	\$ -	\$ -	\$ -	\$ -
Economic Development Sales Tax Fund	\$ 2,593,674.77	\$ 2,419,670.34	\$ 22,727.67	\$ 41,974.50
Gas Fund	\$ 2,144,341.74	\$ 2,344,968.90	\$ 23,239.95	\$ 47,230.23
Gas Utility Deposits Fund	\$ 451,353.09	\$ 453,881.43	\$ 3,638.18	\$ 7,657.71
General Fund	\$ 3,900,017.02	\$ 6,274,955.70	\$ 56,686.44	\$ 99,911.57
Hotel/Motel Occupancy Tax Fund	\$ 555,909.15	\$ 543,658.80	\$ 5,719.67	\$ 12,409.10
Local Youth Diversion Fund	\$ 82,895.23	\$ 85,541.80	\$ 864.96	\$ 1,816.84
Municipal Court Bldg Security Fund	\$ 171,705.84	\$ 170,666.60	\$ 1,749.93	\$ 3,755.21
Municipal Court Technology Fund	\$ 15,523.21	\$ 15,150.59	\$ 155.00	\$ 334.98
Municipal Drainage Utility Fund	\$ 482,271.08	\$ 508,766.96	\$ 5,110.78	\$ 10,810.73
Municipal Jury Fund	\$ 1,003.72	\$ 1,057.57	\$ 10.62	\$ 22.08
Park Land Dedication Fund	\$ 68,365.79	\$ 68,269.94	\$ 698.43	\$ 1,491.09
PEG Franchise Fees Fund	\$ 26,377.40	\$ 26,340.42	\$ 269.48	\$ 575.30
PID #1 Assessment Fund	\$ 4,971.20	\$ 32,005.25	\$ 317.61	\$ 337.92
Police Donations Fund	\$ 46,751.04	\$ 49,814.54	\$ 487.08	\$ 1,008.48
Sealy Development Authority	\$ -	\$ -	\$ -	\$ -
Self-Insurance Fund	\$ (14,620.62)	\$ (14,487.51)	\$ -	\$ -
Sewer Impact Fees Fund	\$ 817,386.12	\$ 892,389.81	\$ 8,679.27	\$ 18,142.30
Solid Waste Fund	\$ (108,089.67)	\$ 37,384.03	\$ (232.38)	\$ (915.56)
State LEOSE Allocations Fund	\$ 8,069.35	\$ 11,098.54	\$ 93.11	\$ 186.67
Time Payment Reimb Fee Fund	\$ 32,114.29	\$ 31,973.86	\$ 325.84	\$ 694.01
TIRZ #2 Tax Increment Fund	\$ 88,177.51	\$ 88,053.88	\$ 900.82	\$ 1,923.19
Water & Sewer Fund	\$ (520,521.71)	\$ (437,298.17)	\$ (3,840.78)	\$ (11,925.03)
Water Impact Fees Fund	\$ 819,470.60	\$ 923,986.78	\$ 8,781.18	\$ 18,035.00
Water Utility Deposits Fund	\$ 237,410.84	\$ 235,232.09	\$ 1,819.63	\$ 3,829.89
Donation Fund	\$ 15,651.09	\$ 13,894.22	\$ 142.14	\$ 328.21
2025 COs Construction Fund	\$ 14,749,018.60	\$ 14,710,980.80	\$ 150,552.04	\$ 321,870.07
Opioid Grant Fund	\$ 10,293.07	\$ 11,317.69	\$ 108.80	\$ 228.15
Local Youth Diversion Admin Fee Fund	\$ 255.91	\$ 327.38	\$ 2.87	\$ 5.27
Consolidated Security & Tech Fund	\$ 12,214.97	\$ 17,344.37	\$ 158.67	\$ 282.89

CITY OF SEALY, TEXAS
 INVESTMENT PORTFOLIO BY SECURITY TYPE
 FOR THE QUARTER ENDED MARCH 31, 2026

	BALANCE AS OF 12/31/2025	BALANCE AS OF 3/31/2026	QUARTER-TO- DATE INTEREST EARNED	FISCAL-YEAR-TO- DATE INTEREST EARNED
FEMA WP & LS	\$ 7,787.60	\$ -	\$ -	\$ -
Special Events Fund	\$ 4,092.54	\$ 4,808.86	\$ 49.36	\$ 64.47
Local Government Investment Pools Total	\$ 42,941,255.94	\$ 44,807,138.74	\$ 395,169.47	\$ 823,324.91
Grand Total	\$ 59,477,910.49	\$ 63,032,263.75	\$ 417,281.04	\$ 865,855.75

CITY OF SEALY, TEXAS
INVESTMENT PORTFOLIO BY ISSUER
FOR THE QUARTER ENDED MARCH 31, 2026

	QUARTER-TO-DATE			
	BALANCE AS OF 12/31/2025	BALANCE AS OF 3/31/2026	INTEREST EARNED	FISCAL-YEAR-TO-DATE INTEREST EARNED
TexSTAR				
2022 COs Construction Fund	\$ 3,260,183.03	\$ 2,637,135.46	\$ 29,030.10	\$ 67,515.94
American Rescue Plan Act Fund	\$ 929.34	\$ 916.46	\$ 9.44	\$ (34.47)
Chapter 59 Forfeited Property Fund	\$ 20,113.06	\$ 17,636.89	\$ 181.73	\$ 414.39
Child Safety Fund	\$ 2,883.34	\$ 2,867.11	\$ 29.46	\$ 62.77
Debt Service Fund	\$ 1,209.39	\$ 1,002.45	\$ 10.49	\$ 22.72
Developer Deposits Fund	\$ 9,312.55	\$ 12,729.15	\$ -	\$ -
Downtown Revitalization Fund	\$ 548.55	\$ 540.95	\$ 5.57	\$ 11.92
Drainage Remediation Fund	\$ -	\$ -	\$ -	\$ -
Economic Development Sales Tax Fund	\$ 1,842,140.70	\$ 1,717,589.09	\$ 16,284.34	\$ 32,679.23
Gas Fund	\$ 630,548.97	\$ 680,941.76	\$ 6,794.96	\$ 13,833.11
Gas Utility Deposits Fund	\$ 14,688.70	\$ 15,254.90	\$ -	\$ -
General Fund	\$ 1,147,876.28	\$ 1,823,354.76	\$ 16,705.41	\$ 29,508.39
Hotel/Motel Occupancy Tax Fund	\$ 164,033.94	\$ 158,445.45	\$ 1,677.82	\$ 3,646.58
Local Youth Diversion Fund	\$ 24,375.55	\$ 24,839.98	\$ 252.95	\$ 532.37
Municipal Court Bldg Security Fund	\$ 50,490.53	\$ 49,558.87	\$ 511.78	\$ 1,100.41
Municipal Court Technology Fund	\$ 4,564.64	\$ 4,399.49	\$ 45.32	\$ 98.15
Municipal Drainage Utility Fund	\$ 141,813.00	\$ 147,737.85	\$ 1,494.72	\$ 3,167.88
Municipal Jury Fund	\$ 295.15	\$ 307.10	\$ 3.11	\$ 6.48
Park Land Dedication Fund	\$ 20,103.13	\$ 19,824.51	\$ 204.26	\$ 436.94
PEG Franchise Fees Fund	\$ 7,756.34	\$ 7,648.84	\$ 78.81	\$ 168.58
PID #1 Assessment Fund	\$ 1,461.79	\$ 9,293.82	\$ 92.87	\$ 98.84
Police Donations Fund	\$ 13,747.26	\$ 14,465.35	\$ 142.41	\$ 295.47
Sealy Development Authority	\$ -	\$ -	\$ -	\$ -
Self-Insurance Fund	\$ (4,299.23)	\$ (4,206.95)	\$ -	\$ -
Sewer Impact Fees Fund	\$ 240,354.40	\$ 259,135.84	\$ 2,537.66	\$ 5,315.46
Solid Waste Fund	\$ (31,784.03)	\$ 10,855.73	\$ (69.16)	\$ (269.70)
State LEOSE Allocations Fund	\$ 2,372.81	\$ 3,222.84	\$ 27.20	\$ 54.67
Time Payment Reimb Fee Fund	\$ 9,443.29	\$ 9,284.70	\$ 95.29	\$ 203.37
TIRZ #2 Tax Increment Fund	\$ 25,928.81	\$ 25,569.45	\$ 263.45	\$ 563.56
Water & Sewer Fund	\$ (153,060.69)	\$ (126,984.45)	\$ (1,123.52)	\$ (3,501.47)
Water Impact Fees Fund	\$ 240,967.35	\$ 268,311.10	\$ 2,567.14	\$ 5,283.59
Water Utility Deposits Fund	\$ 10,780.08	\$ 10,020.57	\$ -	\$ -
Donation Fund	\$ 4,602.24	\$ 4,034.66	\$ 41.57	\$ 96.19
2025 COs Construction Fund	\$ 4,336,985.24	\$ 4,271,835.39	\$ 44,029.84	\$ 94,318.90
Opioid Grant Fund	\$ 3,026.70	\$ 3,286.48	\$ 31.81	\$ 66.84
Local Youth Diversion Admin Fee Fund	\$ 75.25	\$ 95.07	\$ 0.84	\$ 1.55
Consolidated Security & Tech Fund	\$ 3,591.84	\$ 5,036.53	\$ 46.38	\$ 82.84
FEMA WP & LS	\$ 2,289.96	\$ -	\$ -	\$ -
Special Events Fund	\$ 1,203.42	\$ 1,396.42	\$ 14.47	\$ 18.90
TexSTAR Total	\$ 13,446,068.65	\$ 13,450,087.17	\$ 122,018.52	\$ 255,803.92

**CITY OF SEALY, TEXAS
INVESTMENT PORTFOLIO BY ISSUER
FOR THE QUARTER ENDED MARCH 31, 2026**

	BALANCE AS OF 12/31/2025	BALANCE AS OF 3/31/2026	QUARTER-TO- DATE INTEREST EARNED	FISCAL-YEAR-TO-DATE INTEREST EARNED
Wells Fargo Bank				
2022 COs Construction Fund	\$ 4,223,308.84	\$ 3,569,037.01	\$ 5,204.88	\$ 11,103.68
American Rescue Plan Act Fund	\$ 1,211.10	\$ 1,249.51	\$ 1.69	\$ (5.39)
Chapter 59 Forfeited Property Fund	\$ 26,006.18	\$ 23,829.86	\$ 32.32	\$ 67.44
Child Safety Fund	\$ 3,757.49	\$ 3,909.02	\$ 5.29	\$ 10.35
Debt Service Fund	\$ 808,924.75	\$ 997,315.67	\$ 2,147.55	\$ 2,897.62
Developer Deposits Fund	\$ 12,135.85	\$ 17,354.96	\$ -	\$ -
Downtown Revitalization Fund	\$ 714.85	\$ 737.53	\$ 1.01	\$ 1.98
Drainage Remediation Fund	\$ -	\$ -	\$ -	\$ -
Economic Development Sales Tax Fund	\$ 625,659.79	\$ 1,252,724.63	\$ 1,009.55	\$ 2,794.96
Gas Fund	\$ 821,714.15	\$ 928,397.80	\$ 1,235.82	\$ 2,312.39
Gas Utility Deposits Fund	\$ 19,141.91	\$ 20,798.57	\$ -	\$ -
General Fund	\$ 1,504,131.00	\$ 2,494,062.41	\$ 2,982.63	\$ 4,877.36
Hotel/Motel Occupancy Tax Fund	\$ 212,716.96	\$ 214,919.11	\$ 299.85	\$ 598.30
Local Youth Diversion Fund	\$ 31,765.54	\$ 33,866.89	\$ 45.40	\$ 87.87
Municipal Court Bldg Security Fund	\$ 65,797.87	\$ 67,568.70	\$ 91.85	\$ 181.35
Municipal Court Technology Fund	\$ 5,948.51	\$ 5,998.28	\$ 8.14	\$ 16.18
Municipal Drainage Utility Fund	\$ 184,806.81	\$ 201,426.18	\$ 268.31	\$ 522.51
Municipal Jury Fund	\$ 384.62	\$ 418.71	\$ 0.57	\$ 1.08
Park Land Dedication Fund	\$ 26,197.85	\$ 27,028.78	\$ 36.65	\$ 72.02
PEG Franchise Fees Fund	\$ 10,107.85	\$ 10,428.45	\$ 14.14	\$ 27.79
PID #1 Assessment Fund	\$ 1,904.97	\$ 12,671.21	\$ 16.68	\$ 17.21
Police Donations Fund	\$ 17,915.04	\$ 19,722.11	\$ 25.56	\$ 48.84
Sealy Development Authority	\$ -	\$ -	\$ -	\$ -
Self-Insurance Fund	\$ (5,602.64)	\$ (5,735.75)	\$ -	\$ -
Sewer Impact Fees Fund	\$ 313,223.27	\$ 353,306.49	\$ 455.64	\$ 877.99
Solid Waste Fund	\$ (41,420.08)	\$ 14,800.72	\$ (11.82)	\$ (30.71)
State LEOSE Allocations Fund	\$ 3,092.19	\$ 4,394.03	\$ 4.90	\$ 9.08
Time Payment Reimb Fee Fund	\$ 12,306.23	\$ 12,658.79	\$ 17.13	\$ 33.56
TIRZ #2 Tax Increment Fund	\$ 33,789.72	\$ 34,861.45	\$ 47.28	\$ 92.90
Water & Sewer Fund	\$ (199,464.50)	\$ (173,130.93)	\$ (216.11)	\$ (551.44)
Water Impact Fees Fund	\$ 314,022.04	\$ 365,816.06	\$ 461.02	\$ 873.95
Water Utility Deposits Fund	\$ 14,048.31	\$ 13,662.06	\$ -	\$ -
Donation Fund	\$ 5,997.52	\$ 5,500.87	\$ 7.46	\$ 15.63
2025 COs Construction Fund	\$ 5,651,840.45	\$ 5,824,231.71	\$ 7,901.42	\$ 15,547.92
Opioid Grant Fund	\$ 3,944.32	\$ 4,480.78	\$ 5.71	\$ 11.03
Local Youth Diversion Admin Fee Fund	\$ 98.07	\$ 129.62	\$ 0.15	\$ 0.26
Consolidated Security & Tech Fund	\$ 4,680.79	\$ 6,866.82	\$ 8.33	\$ 13.86
FEMA WP & LS	\$ 2,984.22	\$ -	\$ -	\$ -
Special Events Fund	\$ 1,568.27	\$ 1,903.88	\$ 2.57	\$ 3.27
Wells Fargo Bank Total	\$ 16,536,654.55	\$ 18,225,125.01	\$ 22,111.57	\$ 42,530.84

CITY OF SEALY, TEXAS
INVESTMENT PORTFOLIO BY ISSUER
FOR THE QUARTER ENDED MARCH 31, 2026

	BALANCE AS OF 12/31/2025	BALANCE AS OF 3/31/2026	QUARTER-TO- DATE INTEREST EARNED	FISCAL-YEAR-TO-DATE INTEREST EARNED
TexPool				
2022 COs Construction Fund	\$ 7,780,338.62	\$ 6,397,014.77	\$ 70,198.88	\$ 162,823.68
American Rescue Plan Act Fund	\$ 2,231.13	\$ 2,239.58	\$ 22.85	\$ (83.09)
Chapter 59 Forfeited Property Fund	\$ 47,909.56	\$ 42,711.79	\$ 435.69	\$ 991.57
Child Safety Fund	\$ 6,922.20	\$ 7,006.41	\$ 71.27	\$ 151.44
Debt Service Fund	\$ 338,726.12	\$ 1,438,393.28	\$ 5,944.14	\$ 9,324.64
Developer Deposits Fund	\$ 22,357.12	\$ 31,106.41	\$ -	\$ -
Downtown Revitalization Fund	\$ 1,316.93	\$ 1,321.91	\$ 13.48	\$ 28.76
Drainage Remediation Fund	\$ -	\$ -	\$ -	\$ -
Economic Development Sales Tax Fund	\$ 751,534.07	\$ 702,081.25	\$ 6,443.33	\$ 9,295.27
Gas Fund	\$ 1,513,792.77	\$ 1,664,027.14	\$ 16,444.99	\$ 33,397.12
Gas Utility Deposits Fund	\$ 436,664.39	\$ 438,626.53	\$ 3,638.18	\$ 7,657.71
General Fund	\$ 2,752,140.74	\$ 4,451,600.94	\$ 39,981.03	\$ 70,403.18
Hotel/Motel Occupancy Tax Fund	\$ 391,875.21	\$ 385,213.35	\$ 4,041.85	\$ 8,762.52
Local Youth Diversion Fund	\$ 58,519.68	\$ 60,701.82	\$ 612.01	\$ 1,284.47
Municipal Court Bldg Security Fund	\$ 121,215.31	\$ 121,107.73	\$ 1,238.15	\$ 2,654.80
Municipal Court Technology Fund	\$ 10,958.57	\$ 10,751.10	\$ 109.68	\$ 236.83
Municipal Drainage Utility Fund	\$ 340,458.08	\$ 361,029.11	\$ 3,616.06	\$ 7,642.85
Municipal Jury Fund	\$ 708.57	\$ 750.47	\$ 7.51	\$ 15.60
Park Land Dedication Fund	\$ 48,262.66	\$ 48,445.43	\$ 494.17	\$ 1,054.15
PEG Franchise Fees Fund	\$ 18,621.06	\$ 18,691.58	\$ 190.67	\$ 406.72
PID #1 Assessment Fund	\$ 3,509.41	\$ 22,711.43	\$ 224.74	\$ 239.08
Police Donations Fund	\$ 33,003.78	\$ 35,349.19	\$ 344.67	\$ 713.01
Sealy Development Authority	\$ -	\$ -	\$ -	\$ -
Self-Insurance Fund	\$ (10,321.39)	\$ (10,280.56)	\$ -	\$ -
Sewer Impact Fees Fund	\$ 577,031.72	\$ 633,253.97	\$ 6,141.61	\$ 12,826.84
Solid Waste Fund	\$ (76,305.64)	\$ 26,528.30	\$ (163.22)	\$ (645.86)
State LEOSE Allocations Fund	\$ 5,696.54	\$ 7,875.70	\$ 65.91	\$ 132.00
Time Payment Reimb Fee Fund	\$ 22,671.00	\$ 22,689.16	\$ 230.55	\$ 490.64
TIRZ #2 Tax Increment Fund	\$ 62,248.70	\$ 62,484.43	\$ 637.37	\$ 1,359.63
Water & Sewer Fund	\$ (367,461.02)	\$ (310,313.72)	\$ (2,717.26)	\$ (8,423.56)
Water Impact Fees Fund	\$ 578,503.25	\$ 655,675.68	\$ 6,214.04	\$ 12,751.41
Water Utility Deposits Fund	\$ 226,630.76	\$ 225,211.52	\$ 1,819.63	\$ 3,829.89
Donation Fund	\$ 11,048.85	\$ 9,859.56	\$ 100.57	\$ 232.02
2025 COs Construction Fund	\$ 10,412,033.36	\$ 10,439,145.41	\$ 106,522.20	\$ 227,551.17
Opioid Grant Fund	\$ 7,266.37	\$ 8,031.21	\$ 76.99	\$ 161.31
Local Youth Diversion Admin Fee Fund	\$ 180.66	\$ 232.31	\$ 2.03	\$ 3.72
Consolidated Security & Tech Fund	\$ 8,623.13	\$ 12,307.84	\$ 112.29	\$ 200.05
FEMA WP & LS	\$ 5,497.64	\$ -	\$ -	\$ -
Special Events Fund	\$ 2,889.12	\$ 3,412.44	\$ 34.89	\$ 45.57
TexPool Total	\$ 29,495,187.29	\$ 31,357,051.57	\$ 273,150.95	\$ 567,520.99

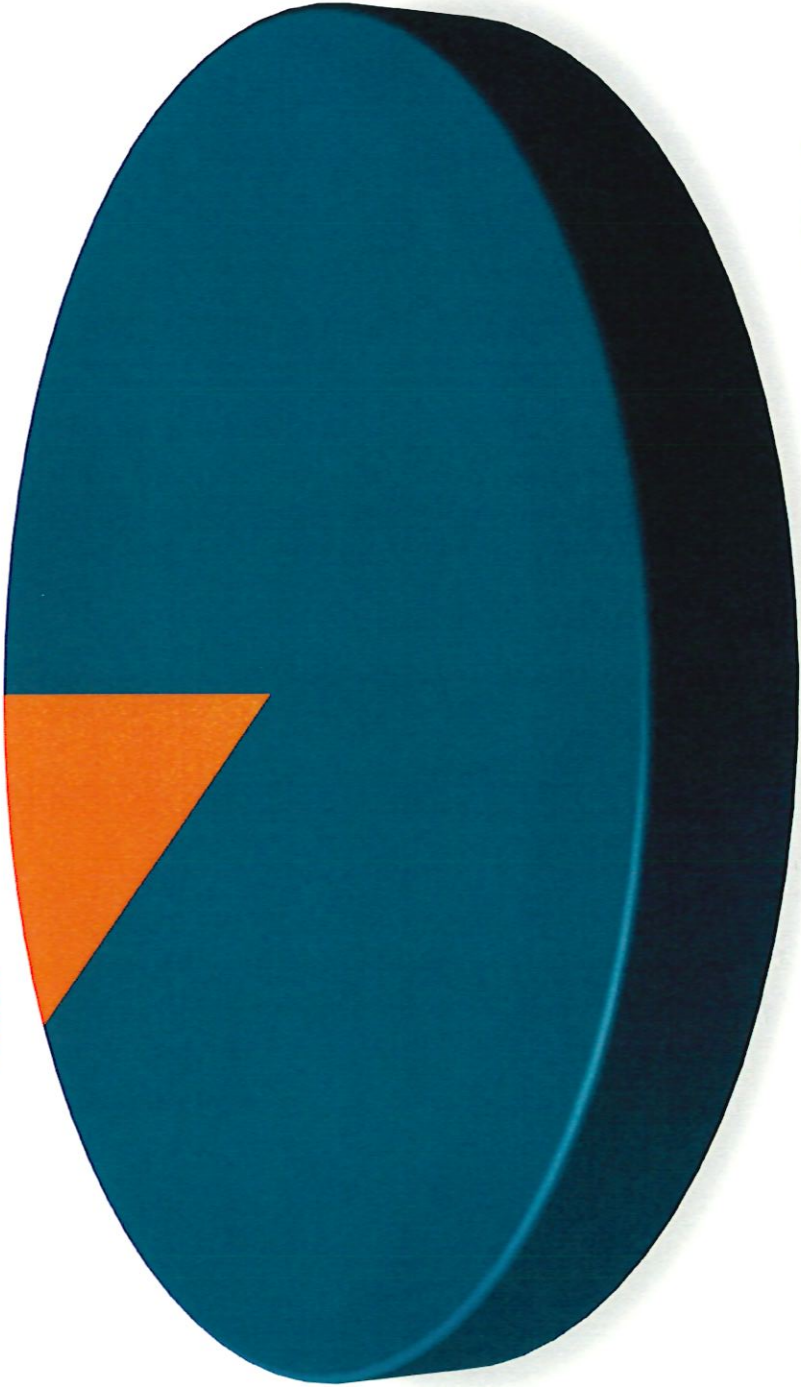
CITY OF SEALY, TEXAS
 INVESTMENT PORTFOLIO BY ISSUER
 FOR THE QUARTER ENDED MARCH 31, 2026

	BALANCE AS OF 12/31/2025	BALANCE AS OF 3/31/2026	QUARTER-TO- DATE INTEREST EARNED	FISCAL-YEAR-TO-DATE INTEREST EARNED
Grand Total	\$ 59,477,910.49	\$ 63,032,263.75	\$ 417,281.04	\$ 865,855.75

PORTFOLIO COMPOSITION BY FUND CATEGORY

MARCH 31, 2026

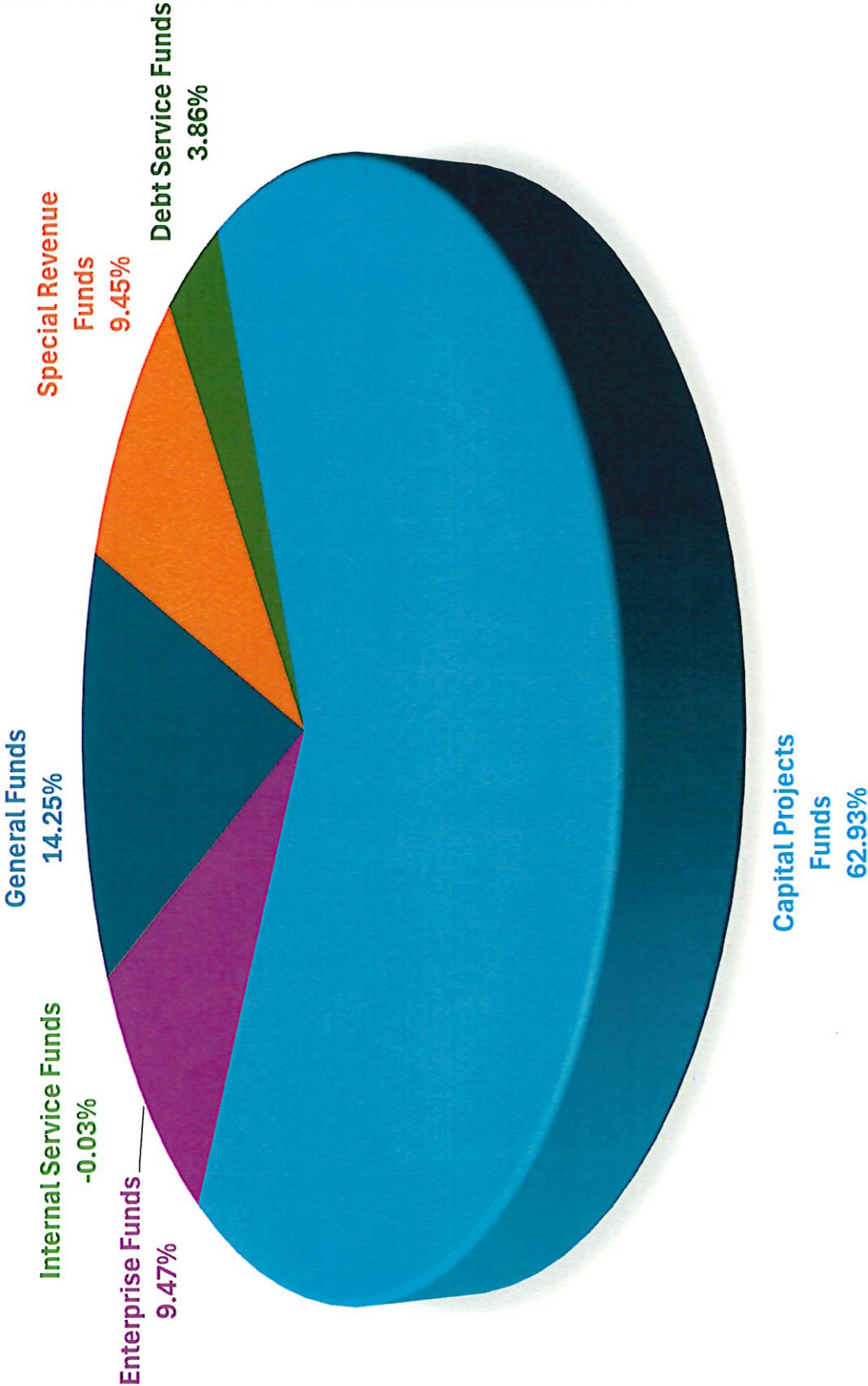
**Proprietary Funds
9.45%**



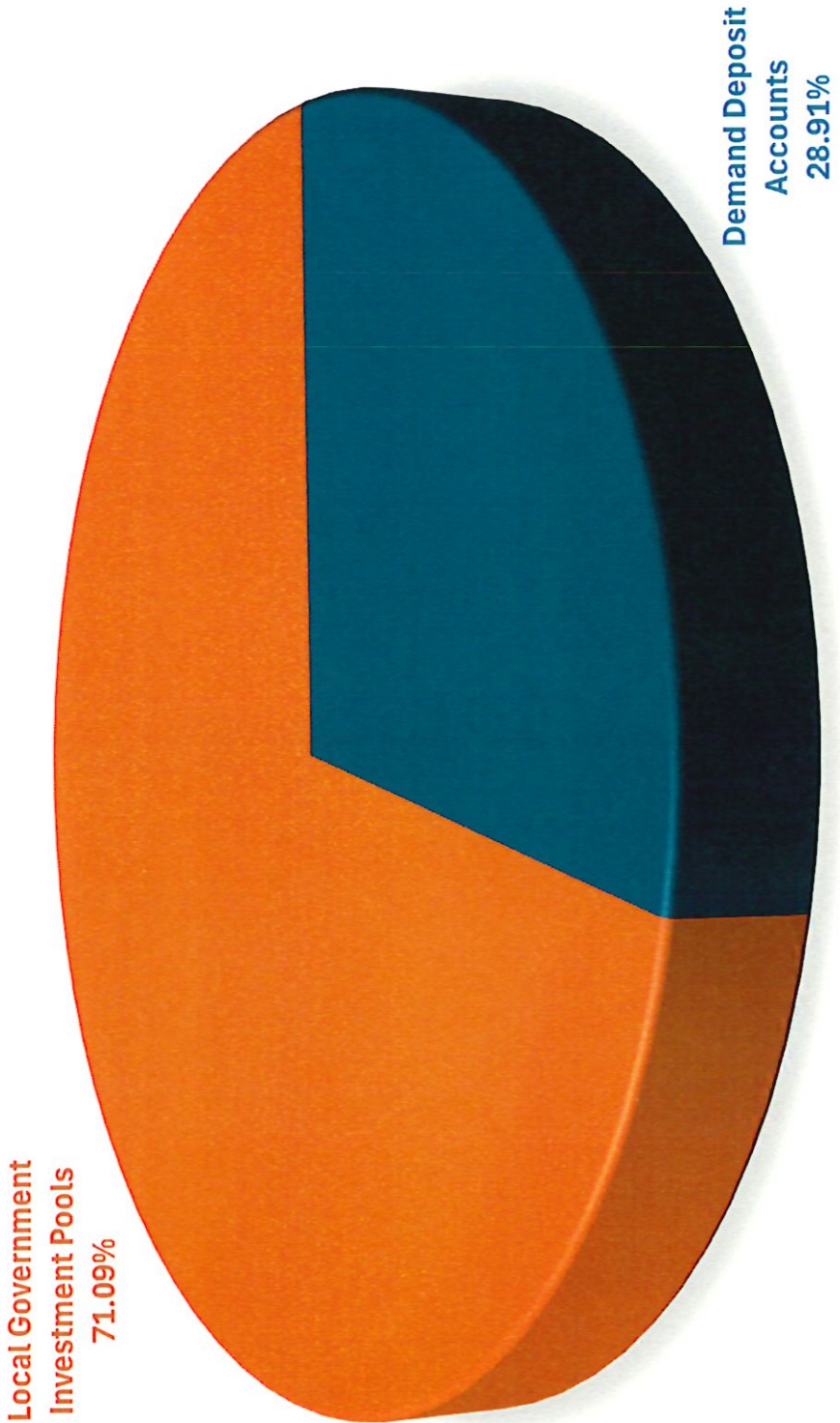
**Governmental Funds
90.55%**

PORTFOLIO COMPOSITION BY FUND TYPE

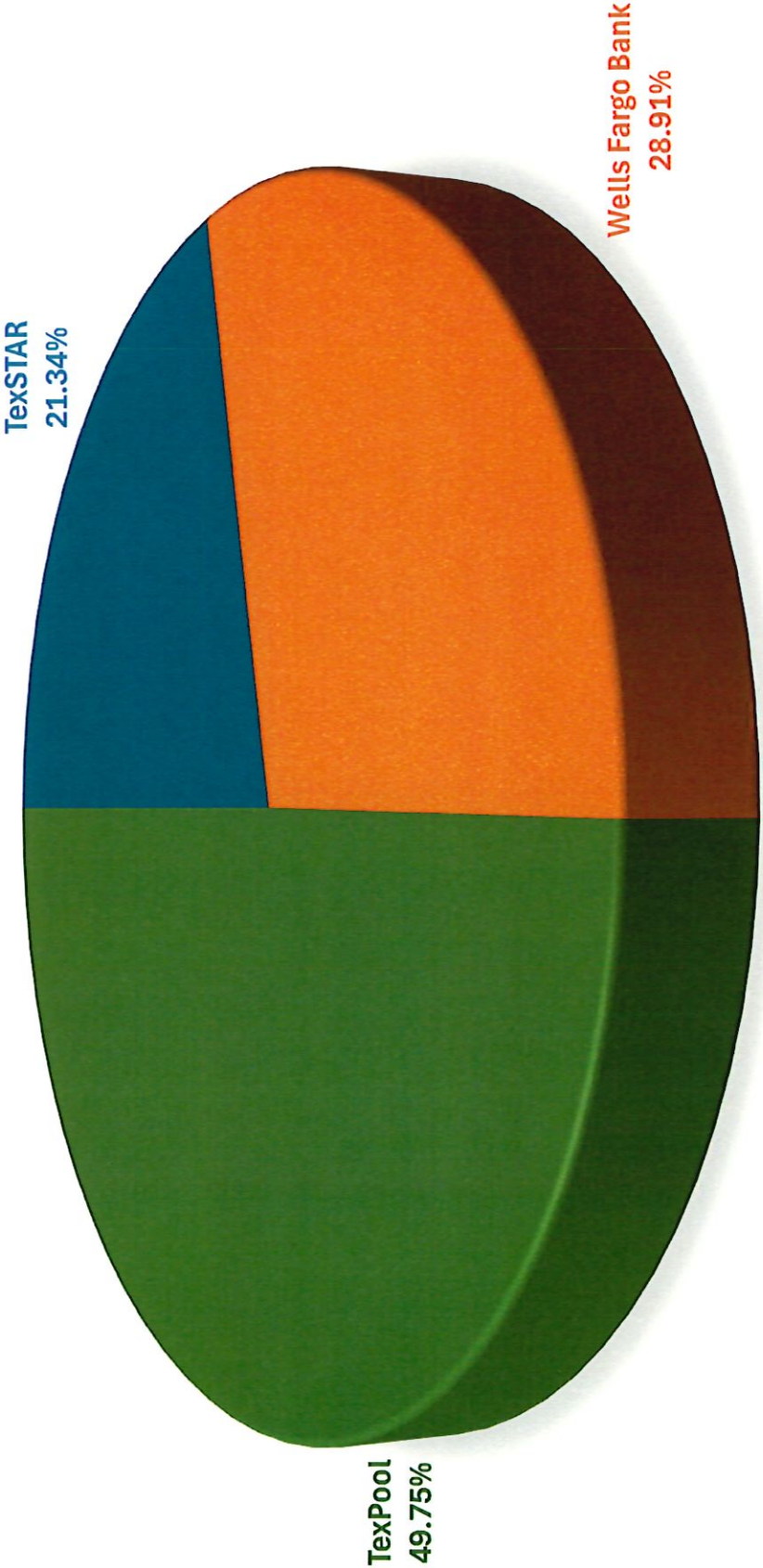
MARCH 31, 2026



PORTFOLIO COMPOSITION BY SECURITY TYPE
MARCH 31, 2026



**PORTFOLIO COMPOSITION BY ISSUER
MARCH 31, 2026**



CITY OF SEALY, TEXAS
INVESTMENT PORTFOLIO YIELD PERFORMANCE
FOR THE QUARTER ENDED MARCH 31, 2026

ISSUER	AVERAGE DAILY RATE FOR JANUARY 2026	AVERAGE DAILY RATE FOR FEBRUARY 2026	AVERAGE DAILY RATE FOR MARCH 2026	3-MONTH AVERAGE DAILY RATE
TexSTAR	3.7078%	3.6770%	3.6513%	3.6787%
Wells Fargo Bank	0.4800%	0.4800%	0.4800%	0.4800%
TexPool	3.7098%	3.6806%	3.6724%	3.6876%
BENCHMARKS				
3-month US Treasury Bill	3.6700%	3.6700%	3.7000%	3.6800%
Federal Funds	3.6400%	3.6400%	3.6400%	3.6400%
Texas CLASS Government	3.5861%	3.5690%	3.5433%	3.5661%
LOGIC	3.8627%	3.8076%	3.7875%	3.8193%

WEIGHTED AVERAGE YIELD TO MATURITY OF THE PORTFOLIO: 2.7583%

f)



AGENDA ITEM NO: G.f.

Approving the City Manager Job Description

SUBMITTED BY: Kimbra Hill, City Manager

SPECIAL CITY COUNCIL MEETING DATE: May 7, 2026

STAFF REPORT

At the April 21, 2026, City Council meeting, Council approved the proposed revisions to the City Manager job description and directed the City Manager to return with a clean final version for review and approval. The revisions clarify and align the City Manager's responsibilities with the City's Charter, ordinances, policies, organizational structure, and department head job descriptions, which collectively establish how the City is intended to function.

First, these updates reinforce and protect the Council-Manager form of government. The Charter clearly establishes that the City Council sets policy and the City Manager is responsible for administration and implementation. These revisions help maintain that distinction and prevent any unintended shift of policy-making into administrative functions.

Second, the revisions clarify the role of department heads as subject-matter specialists in their respective areas. Department heads are responsible for providing technical knowledge, analysis, and recommendations within their fields. The City Manager's role is to coordinate that input, integrate it across departments, and present unified, well-informed recommendations to the City Council.

Third, the revisions align the job description with existing practices under Chapter 2 of the Code of Ordinances, including agenda coordination, consistent information flow, and ensuring that communication to the City Council is coordinated through the City Manager. These expectations are already in practice, and the revisions formally document them.

These changes do not alter how the City currently operates; rather, they ensure that the job description accurately reflects the governance structure and operational framework established by the City's Charter and ordinances.

Job Description



City Manager

Department: City Manager
Reports To: City Council

Hourly Rate Range: Ungraded
FLSA: Exempt

Job Summary

- Serve as the Chief Executive Administrative Officer for the City of Sealy under the direction of the City Council.
- Responsibilities include comprehensive management and leadership vested in the position by City Charter Article IV, Section 4.01 or assigned by the Sealy City Council, State and Federal laws and regulations. Implements and administers City Council policies and provides professional analysis, recommendations, and interpretation of policy for Council consideration. Administers City programs, services, operations, budget, and personnel in accordance with the Charter and Council direction

Essential Duties and Responsibilities

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

1. Appoint and remove all employees of the City, in accordance with the City Charter and applicable ordinances, with required Council concurrence where applicable
2. Exercise control over all departments through appointed department directors and organizational structure established by Council
3. Ensure that all terms and conditions imposed in favor of the City in any public utility franchise are faithfully kept
4. Execute deeds and contracts on behalf of the City when authorized by the City Council
5. Perform administrative duties to supervise and manage the ongoing operations of the City of Sealy departments, programs and services
6. Direct and oversee strategic planning, development and implementation of City programs
7. Provide direction to department directors, who serve as subject-matter specialists responsible for advising the City Manager and implementing operational functions within their areas of expertise
8. Represent the City in professional and civic organizations
9. Maintain effective business relationships with stakeholders
10. Ensure that technical, operational, and professional recommendations presented to the City Council are coordinated through the City Manager and informed by department directors
11. Provide presentations and organizational updates
12. Exercise responsibility to ensure adherence to laws, regulations, and Charter
13. Confer with management to review and evaluate issues and develop strategies and organizational goals for Council consideration

Job Description Continued



City Manager

Department: City Manager
Reports To: City Council

Hourly Rate Range: Ungraded
FLSA: Exempt

14. Administer City operations in accordance with adopted policies, budget, and Council direction
15. Present policy and program issues and assist in agenda development in coordination with the Mayor and Council procedures
16. Attend all meetings of the City Council, take part in discussions, and recommend Council action
17. Consider goals and objectives of Council and assist in informed decision-making
18. Identify and develop strategies to promote the public interest and improve City services consistent with Council-adopted policy direction and approved budget allocations for such required programs
19. Maintain current knowledge of legislative matters and incorporate technical input and analysis from the City's counsel and department directors in their respective areas of expertise
20. Direct, mentor, and evaluate management staff
21. Ensure department directors provide professional recommendations, data, and analysis to support organizational decision-making
22. Ensure adherence to public sector equal employment opportunity principles
23. Monitor approved fiscal budget and administer the adopted budget and financial plan
24. Represent the City in transactions
25. Perform city budget preparation and submit an annual budget and recommendations to the City Council
26. Ensure allocation of resources
27. Provide guidance and implementation of capital projects
28. Direct preparation of long-range plans
29. Receive complaints concerning city operations and refer them
30. Conduct investigations, studies, and surveys
31. Perform other duties as directed by City Council
32. This position is considered essential during a natural or manmade disaster and/or a catastrophic event. This position may be required to provide services or perform duties for the benefit of the public and continuity of City operations. These may include services or duties different from those performed in the usual course and scope of this position

Physical Demands and Working Environment

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

- Work is performed primarily in an office environment; however, offsite events including grand openings, groundbreakings, and active construction sites, which may be subject to weather. While performing the duties of this job, the employee must be able to remain in a stationary position 50% of the time. The employee is occasionally required to stand; reach; climb or balance; stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 20 pounds. This position requires constant operation and use of a computer, phone, and other office equipment. May be subject to repetitive motion, such as typing, and vision to monitor. Employee must be able to function and communicate clearly with departments, the public, and attend various functions and meetings at other sites either within or outside the city. Specific vision abilities required by this job include close vision and the ability to adjust focus. The noise level in the work environment is usually quiet. This position requires regular and reliable physical attendance at the assigned work location to perform the essential functions of the job. This position may also require physical attendance at public meetings, such as City Council

meetings, board meetings, community events, or other functions, as directed by the City Council. All employees are expected to maintain a professional presence and remain responsive and accessible during assigned working hours, as well as during on-call designation times.

Minimum Qualifications:

Education, Training, and Experience Guidelines:

- Bachelor's or Master's degree in business, public administration, management, government, finance, economics, accounting, investment, or a related field from an accredited college or university, preferred
- Ten (10) years increasingly responsible recent experience in municipal government administration in the role of chief executive, chief operating officer, or assistant city manager

Knowledge / Skills / Abilities

- Considerable knowledge of contemporary leadership and management principles and practices; demonstrated supervisory and leadership ability with excellent interpersonal skills
- Knowledge of legislative processes and practices
- Ability to ensure that the policies, practices, and regulations of the City are fairly and equitably administered
- Ability to assume responsibility, adapt to unpredictable situations and to contribute to the creative solution of a variety of problems; Ability to analyze complex issues and problems
- Ability to communicate effectively verbally and in writing and to present, explain, and advocate programs, policies, and procedures to City officials and employees
- Ability to effectively plan, coordinate, organize, direct, and prioritize special projects, studies, activities, functions, and assignments, with flexibility to adapt to changing and urgent deadlines and work requirements
- Ability to perform research and prepare informational literature, and to effectively disseminate information and data in a timely and responsive manner
- Ability to deal with the public and elected officials in an effective manner using diplomacy and tact; Ability to work effectively with the City Manager and establish and maintain collaborative working relationships with other City administrative, professional, and staff employees, obtaining their cooperation and maintaining their trust
- Ability to establish and maintain cooperative working relationships with those contacted in the course of work
- Ability to perform position with or without a reasonable accommodation
- Ability to effectively utilize department directors as subject-matter specialists in developing recommendations, analysis, and operational strategies
- Ability to maintain appropriate Council–Manager form of government, ensuring policy direction remains with Council and administration remains with the City Manager
- Operates within a Council–Manager form of government where:
 - The City Council establishes policy
 - The City Manager implements and administers policy
- Ensures all staff communication with the City Council occurs in accordance with Charter provisions and established Council procedures
- Coordinates all departmental input and technical expertise through the City Manager's office prior to presentation to the City Council
- Ensures department directors serve as professional and technical advisors within their respective disciplines while maintaining organizational accountability through the City Manager

Licenses, Certifications, and Other Requirements

- Valid Texas Class "C" Driver's License
- Must have the ability to pass a pre-employment drug screen, criminal background, credit check, and MVR check

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

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

Printed Name

Signature

Date

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

g)



AGENDA ITEM NO: G.g.

Approving the City Manager Evaluation Form

SUBMITTED BY: Kimbra Hill, City Manager

SPECIAL CITY COUNCIL MEETING DATE: May 7, 2026

STAFF REPORT

At the April 21, 2026 City Council meeting, Council approved proposed revisions to the City Manager's Evaluation Form and requested that a clean version be presented for final review and approval. This version incorporates the approved changes, including the relocation of certain criteria from the narrative section to Section I.

The purpose of these revisions is to better align the evaluation with the City's Charter, ordinances, policies, and the defined responsibilities of the City Manager. The City Manager is responsible for administering and enforcing City Council policies and ordinances, preparing and managing the budget, advancing Council goals and priorities, and employing or recommending the appointment of department heads who serve as subject-matter specialists, or securing qualified consultants when appropriate. These revisions ensure the evaluation reflects those core responsibilities and the City's organizational structure.

The updated evaluation emphasizes the City Manager's role as the coordinator and integrator of departmental expertise. It ensures that information provided to the City Council is consistent and flows through the City Manager. The role is not intended to involve direct management or technical oversight of every department, but rather to ensure that department heads are fulfilling their responsibilities and that operations comply with applicable policies, ordinances, organizational standards, and state and federal laws.

The revisions also reinforce the governance structure established by the City's Charter, in which the City Council sets policy direction and the City Manager is responsible for administration. The evaluation is designed to reflect and measure that distinction.

Additionally, these changes strengthen accountability in key areas, including coordinated communication with Council, keeping Council fully informed on financial matters, and effectively leveraging staff expertise in the development of recommendations and implementation of Council direction.

05.07.2026
CITY MANAGER EVALUATION FORM

CITY OF SEALY
CITY MANAGER EVALUATION

PURPOSE

In order to establish and maintain effective City Council and City Manager relations, it is essential that the City Council establish an ongoing evaluation process that offers an opportunity for each party to review the performance of the City Manager. This evaluation should focus on how effectively the City Manager is accomplishing the goals established by the City Council and is carrying out responsibilities in key performance areas.

EVALUATION STANDARD

The City Manager is evaluated based on leadership, oversight, and the establishment of effective systems, processes, and accountability within the organization.

The City Manager is not evaluated on the direct execution of departmental tasks, but rather on:

- Appropriate delegation
- Clear expectations and policies
- Monitoring and follow-up
- Timely response to identified issues

Department head performance should be considered within the context of the City Manager's supervision, communication, and corrective actions, not as a direct reflection of the City Manager's individual performance.

INSTRUCTIONS

This form should be used by each member of the City Council to review the City Manager's performance in key areas and to guide discussion during the evaluation.

Council members should consider organizational capacity, staffing levels, changes in leadership, and resource constraints when evaluating the City Manager's performance, and distinguish between system-level leadership and individual staff execution.

CITY MANAGER NAME: _____

EFFECTIVE DATE OF POSITION: _____

05.07.2026
CITY MANAGER EVALUATION FORM

SECTION I: OVERALL IMPRESSIONS

		Needs Improvement	Meets Expectations	Exceeds Expectations
1.	Overall, effectively and efficiently manages City operations in accordance with City Council policy and Charter requirements			
2.	Displays the ability to resolve conflicts			
3.	Anticipates needs and assists City Council in addressing the City's future needs and develops adequate plans to meet them			
4.	Demonstrates interest and enthusiasm about the Council's vision for the City and commitment to implementing adopted policies and goals			
5.	Shows initiative and creativity in dealing with issues, problems and unusual situations			
6.	Communicates in a thoughtful, respectful and to the point manner			
7.	Assigns work through effective delegation, establishes clear expectations, and holds department directors accountable for performance and results			
8.	Promotes a culture of professionalism and customer service and holds department leadership accountable for staff performance			
9.	Reviews ordinances and policy procedures periodically to suggest improvements and offers workable alternatives			

Councilmember Name: _____, Place # _____ Date: _____

05.07.2026
CITY MANAGER EVALUATION FORM

		Needs Improvement	Meets Expectations	Exceeds Expectations
10.	Effectively utilizes department directors as subject-matter specialists in developing recommendations and implementing Council direction			
11.	Effectively delegates responsibilities to department heads, establishes clear expectations and accountability, and addresses performance issues when they arise			
Comments:				

Councilmember Name: _____, Place # _____ Date: _____

05.07.2026
CITY MANAGER EVALUATION FORM

SECTION II: PERSONAL AND PROFESSIONALISM

		Needs Improvement	Meets Expectations	Exceeds Expectations
1.	Establishes systems, processes, and expectations that minimize errors and ensures appropriate oversight and follow-up when issues arise.			
2.	Maintains composure, appearance and attitude fitting for an individual in his/her executive position			
3.	Effectively communicates at Council meetings with presentations and written information in an orderly and understanding matter			
4.	Conforms to high standards and is ethical in all aspects of the profession			
5.	Has adequate knowledge of municipal affairs, including the City's policies and ordinances and applicable laws and regulations			
6.	Exhibits a commitment to continuing education in order to encourage his/her professional development			
Comments:				

05.07.2026
CITY MANAGER EVALUATION FORM

SECTION III: RELATIONSHIPS WITH CITY COUNCIL

		Needs Improvement	Meets Expectations	Exceeds Expectations
1.	Keeps City Council informed on issues, needs and operations of the City including financial condition and emerging issues			
2.	Is perceived as trustworthy, has good character, is professional and honest			
3.	Provides information and reports which are timely, detailed, complete, reliable and includes recommendations			
4.	Sets meeting agendas that reflect the guidance of City Council and in coordination with the Mayor and in accordance with established ordinances			
5.	Keeps City Council informed of administrative and city-related developments			
6.	Is receptive to constructive criticism and advice			
7.	Offers professional advice to the Council on items requiring Council action with appropriate recommendations based on thorough study and analysis including input from department directors as subject-matter specialists.			
8.	Carries out directives of the City Council as a whole rather than those of any one Council member			

Councilmember Name: _____, Place # _____ Date: _____

05.07.2026
CITY MANAGER EVALUATION FORM

		Needs Improvement	Meets Expectations	Exceeds Expectations
9.	Provides City Council members with information on an equal basis			
10.	Assists in and coordinates the implementation of Council policy and in the creation of annual and long-range goals			
11.	Consistently puts aside personal views and implements Council policy and direction			
12.	Follows up in a timely manner on City Council requests for information			
13.	Is accessible to City Council members			
14.	Supports the actions of the governing body after a decision has been reached, both inside and outside the organization			
15.	Ensures that communication and information provided to the City Council is coordinated through the City Manager's office			
16.	Maintains appropriate separation between policy-making (Council) and administration (City Manager and staff)			

Comments:

Councilmember Name: _____, Place # _____ Date: _____

05.07.2026
CITY MANAGER EVALUATION FORM

SECTION IV: CITIZEN AND COMMUNITY RELATIONS

		Needs Improvement	Meets Expectations	Exceeds Expectations
1.	Makes a positive impression on citizens and is respected in the City			
2.	Is skillful with the news media, including managing public information and promoting the City's projects			
3.	Works effectively with other agencies and participates in enough intergovernmental activity to have an impact on behalf of the City			
4.	Takes an appropriate part in community activities			
Comments:				

05.07.2026
CITY MANAGER EVALUATION FORM

SECTION V: BUSINESS AND FINANCE

		Needs Improvement	Meets Expectations	Exceeds Expectations
1.	Prepares a balanced budget to provide services at a level intended by the Council in a systematic and effective manner using standard financial management procedures			
2.	Ensures financial systems, controls, and departmental accountability are in place to support competent and efficient financial performance			
3.	Ensures that funds are spent wisely, maintains adequate control, accounting and economical use of labor, materials and equipment			
4.	Makes the best possible use of available funds, conscious of the need to operate the City efficiently and economically			
5.	Evaluates financial needs and proactively makes recommendations for adequate planning, control and financing			
6.	Provides information to City Council on the financial status of City government			
7.	Assures the City operates within the budget			
8.	Keeps the City Council fully advised as to the financial condition and future needs of the City			
Comments:				

05.07.2026
CITY MANAGER EVALUATION FORM

SECTION I-V COMPOSITE PERFORMANCE RATING

For Sections I-V, count the total number of:

“Needs Improvement” ratings: _____

“Meets Expectations ratings: _____

“Exceeds Expectations” ratings: _____

SECTION VI: SPECIFIC OBJECTIVES AND GOALS SET BY COUNCIL

City Council will clearly define deliverables with clear measures and an associated timeline which the City Council expects the City Manager will achieve.

Each council member will set 3 goals which will be combined and the complete list will be prioritized by Council. The top goals and objectives will be chosen by city council to be used at the next evaluation.

List three proposed goals in the order of priority:

1.

2.

3.

Councilmember Name: _____, Place # _____ Date: _____

05.07.2026
CITY MANAGER EVALUATION FORM

SECTION VII: NARRATIVE EVALUATION

What were the Manager's most notable accomplishments during the evaluation period?

What does the City Manager do that you would like her to continue?

Is there anything that the Manager does that you would like her to do differently?

Do you have any other general comments to share with the City Manager?

Councilmember Signature: _____ Date: _____
Councilmember Name: _____, Place # _____ Date: _____

CITY MANAGER EVALUATION FORM

PERFORMANCE GOALS SCORING & PRIORITIZATION

SECTION VI: SPECIFIC OBJECTIVES -

1. Each council member will set 3 goals which will be combined and the complete list will be prioritized by Council. The top goals and objectives will be chosen by city council to be used at the next evaluation.
2. After all selections are made, the Mayor will tally the results to identify the top three (3) goals based on the highest number of selections.
3. In the event of a tie, the Council will discuss the tied items and determine the final top three (3) goals by majority agreement.

RESULTS: NUMBER THE 3 GOALS approved by Council:	Write in each Councilmember's List identified on Page 8 of the City Manager Evaluation Form:	Place #1	Place #2	Place #3	Place #4	Place #5	Place #6	Mayor
	Councilmember, Place 1's List							
	Councilmember, Place 2's List							
	Councilmember, Place 3's List							
	Councilmember, Place 4's List							
	Councilmember, Place 5's List							
	Councilmember, Place 6's List							
	Mayor's List							

Councilmember Name: _____, Place # _____ Date: _____

H. BUSINESS

ITEM #1



AGENDA ITEM NO: 1 & 2

Official Canvass of the General City of Sealy Election conducted on May 2, 2026 and Discussion and Possible Action regarding Approving an Ordinance Canvassing the returns and declaring the results of the General City of Sealy Election conducted on May 2, 2026.

SUBMITTED BY: Kimbra Hill, City Manager

SPECIAL CITY COUNCIL MEETING DATE: May 7, 2026

STAFF REPORT

The Ordinance canvassing the returns and declaring the results of the General City Election held on May 2, 2026, is not included in this Council packet. At the time the packet was prepared, Election Day voting had not yet occurred.

The election will be conducted on Saturday, May 2, 2026. Following Election Day, election officials will complete the tabulation of votes in accordance with applicable law and provide the official results to the City Secretary.

Upon receipt of the final returns, the City Council will consider an Ordinance Canvassing the Returns and Declaring the Results of the General City Election. This ordinance will be provided to the City Council prior to or at the Council meeting at which the canvass is scheduled to occur.

ITEM #2

ITEM #3

ITEM #4

ITEM #5



AGENDA ITEM NO:

Discussion and Possible Action to approve an agreement with NEOGOV for implementation and subscription of Human Resource Information System (HRIS), Payroll, Benefits, and Time & Attendance software through Sourcwell cooperative purchasing program.

SUBMITTED BY: Jennifer Matura, Finance/HR Director

MEETING DATE: May 7, 2026

STAFF REPORT

SUMMARY

Last year, City Council adopted and updated provisions within the City's Personnel Policies and Procedures Manual related to vacation leave, sick leave, holiday pay, and paid time off liability reporting. These policy revisions created a need for staff to evaluate whether the City's current payroll and timekeeping systems are capable of efficiently administering the policies as adopted by Council.

Following those policy updates, staff was directed to review available timekeeping solutions that would improve compliance and reduce administrative workload.

Currently, the City utilizes Tyler Technologies ERP Pro 9 (formerly Incode) as its payroll and employee records system. Timekeeping functions are handled separately. Most City employees use the OnTheClock platform to clock in and out, and request leave. However, the Police Department currently relies on spreadsheets, paper time sheets, and separate leave request forms. This means the City is operating multiple systems and manual processes at the same time to accomplish one payroll cycle.

While these systems have functioned for a number of years, staff has identified increasing inefficiencies, duplicate work, manual calculations, reporting limitations, and compliance concerns that make the current products in place increasingly difficult to sustain. For that reason, staff began exploring alternatives that could unify payroll, timekeeping, benefits administration, payroll records, and reporting into a single integrated platform.

ANALYSIS

Current Operational Challenges

The City's current payroll cycle requires a substantial amount of manual work each pay period. Employee time records must first be collected from multiple sources depending on the department.

Most employees utilize OnTheClock (OTC), where timecards are generated electronically. However, Police Department payroll records are still maintained through spreadsheets and paper-based methods. Once all information is gathered, payroll staff must manually enter hours worked, leave used, overtime, and other pay codes into the payroll system.

With the manual entry of data from multiple resources, staff must be diligent to catch mistakes through the internal review process before payroll is finalized. While the checkpoints are necessary under the current structure, they consume valuable staff time and divert attention away from other job duties and functions.

In addition to the labor required for entering time, current systems do not adequately automate many pay scenarios required to align with City policy. For example, when non-exempt employees physically work on a City holiday, those hours must be paid at one and one-half times the regular rate. This commonly affects Police Department personnel due to 24-hour operations and Public Works staff who may be on-call or responding to service needs. Because the current system does not always isolate these hours appropriately, staff must manually review the timesheets and calculate the correct compensation.

Comp time administration creates another challenge. Under policy, eligible employees may accrue comp time up to a maximum of 80 hours, after which additional overtime must be paid out. Determining whether the hours should accrue as comp time, be paid as straight time, or be paid at overtime rates requires manual review depending on the workweek and whether leave or holidays occurred in the same cycle.

Paid leave accruals present additional concerns. Vacation and sick leave balances are currently housed in the payroll system, but accruals must be manually run prior to payroll processing. Because accruals are generated before payroll posts, the system may not recognize leave taken during the same pay period. As a result, employees near accrual caps may not receive the leave they actually earned unless staff manually adjusts balances upon review of time that was accrued.

Certain employees who were grandfathered under prior sick leave policies also require separate monitoring because historic balances exceed current caps. If not handled carefully, the system may automatically reduce those balances to the current cap when the accrual process is run. To avoid that outcome, staff must exclude certain employees from standard accrual processing and manually monitor when balances fall below thresholds that would allow accruals to resume.

The City has also experienced recurring issues with newly eligible employees reaching their three-month leave eligibility. Leave balances are duplicated on the payroll following the pay period in which the time was initially earned, requiring staff to manually identify and adjust off the duplication before payroll is posted. Staff has contacted Incode to remedy to problem, however it is a known issue within their system and there is no known resolution at this time.

Beyond payroll and leave management, the City currently lacks an employee self-service portal. Employees cannot independently access current check stubs, historical earnings statements, W-2 forms, available leave balances, direct deposit information, or personal contact records. Any changes to banking information, addresses, or deductions must be submitted to staff for manual processing. This is inconvenient for employees and creates avoidable administrative workload for HR and Finance personnel.

Benefits administration is similarly manual. During open enrollment, new hire onboarding, or qualifying life events, staff must receive election forms, interpret selections, calculate dependent deductions when applicable, and manually enter this information into the payroll profile. While staff performs these duties carefully, the process depends heavily on repetitive manual data entry and creates unnecessary opportunity for clerical error.

Another issue is the recent legislation requiring the City to comply with the new "no tax on overtime rule." The current systems do not separately track the "time and a half" portion or value of overtime paid out to employees that we are now required to report on the employee's W-2 statements each year. Staff is currently tracking this information on a spreadsheet that is updated after each payroll cycle.

Finally, reporting capabilities in the current environment are limited. Information requested by City Council, such as paid time off liability comparisons from the beginning of the fiscal year to the current date, must be pulled from multiple reports and manually compiled into spreadsheets. The same is true for certain audit reports, budgeting analysis, and workforce planning.

Evaluation and Proposed Solution (NEOGOV)

Staff first reviewed products available through the City's current Tyler Technologies environment. While Tyler offers a timekeeping solution known as Executime, demonstrations of the product uncovered that leave accruals and the primary payroll functions would still remain in the existing Incode environment. As a result, several of the City's most significant issues, including accrual limitations, reporting deficiencies, and manual reconciliation, would remain unresolved.

Staff then expanded its review to platforms focused on the public-sector and identified NEOGOV as the most comprehensive option. NEOGOV offers a fully integrated platform that combines Human Resources, Payroll, Benefits Administration, and Time & Attendance. It is designed specifically for government employers and currently serves numerous local government agencies, including more than 350 Tyler Technologies customers nationwide and 191 Texas agencies.

After reviewing capabilities, implementation options, references, and pricing, staff determined that the combination of the following modules best address the City's operational needs at this time:

- CoreHR
- Payroll
- Benefits
- Time & Attendance

Together, these modules would allow the City to move from a fragmented process into one unified system.

Employee demographic data, employment history, compensation records, benefit elections, leave balances, and payroll information would be maintained in one location. Employees would be able to securely access their own information through self-service tools, including check stubs, W-2 forms, tax forms, direct deposit changes, PTO balances, and leave requests.

Timekeeping workflows could be configured differently by department. Approval routing can be customized so timesheets move through one or multiple supervisory levels before payroll processing. For example, some departments such as Municipal Court or Planning may use single-level approvals, while the Police Department or Public Works time could route through multiple supervisory levels.

Most importantly, approved time would flow directly into payroll, significantly reducing redundant data entry. Pay rules for overtime, holiday work, comp time limits, shift structures, and accrual schedules can be configured during implementation to mirror City policy and departmental operations.

The platform would also automate many compliance related responsibilities currently performed manually by staff, including payroll tax filings, quarterly reporting, W-2 processing, garnishment remittances, and other required submissions to outside agencies.

Reporting functionality would provide both standard and customizable reports for Council, management, auditors, and budget planning. Rather than manually merging data from multiple reports, staff would be able to generate PTO liability reports, budget projections, workforce analytics, audit schedules, and custom reports directly within the platform.

Although payroll processing would migrate to NEOGOV, the City would continue using its Incode general ledger environment for financial reporting. NEOGOV would coordinate with Tyler to develop an import process allowing payroll data to post directly into the City's existing general ledger structure (the same way in which we import P-Card transactions and Municipal Court transactions).

References

Staff obtained references from other Texas municipalities currently using NEOGOV, including Athens, Texas and Iowa Colony, Texas (both of which are similar in size to the City of Sealy). Both agencies reported positive experiences with implementation, strong reporting capabilities, and improved HR operational efficiency. Athens specifically noted that their organization transitioned from Incode to NEOGOV and found the investment worthwhile.

FINANCIAL IMPACT

The proposed agreement would be executed through the Sourcewell cooperative purchasing program. NEOGOV holds an awarded cooperative purchasing contract through Sourcewell of which the City is an active member. Use of the cooperative would allow the City to leverage competitively procured pricing and implementation terms without undertaking a separate standalone solicitation process.

The proposed pricing structure provided by NEOGOV is as follows:

- June 1, 2026 through September 30, 2026 (prorated licenses plus implementation costs: \$26,724)
- Fiscal Year 2026-2027: \$34,897

The current fiscal year budget already contains approximately \$23,000 for payroll and timekeeping related services that would be discontinued once the new system is fully implemented.

While the new platform represents an increased annual investment, staff believes the cost is justified by the substantial reduction in manual work, improved compliance, better reporting, lower risk of

payroll error, enhanced employee service, and the ability for Finance and HR staff to devote more time to other essential municipal operations.

This is particularly significant given that staff members currently perform multiple unrelated operational duties in addition to payroll and HR functions.

IMPLEMENTATION

If approved, implementation would begin as soon as possible. Based on information provided by NEOGOV, implementation may take approximately two to six months depending on data migration needs and staff availability. Staff believes that by prioritizing the project and dedicating resources, implementation may be completed in approximately two to three months.

As part of implementation, payroll distribution dates may shift from Wednesday to Friday in order to accommodate vendor processing timelines. The City would maintain the same bi-weekly Monday through Sunday pay period schedule and provide employees ample advance notice of any pay date adjustment.

LEGAL REVIEW

Staff forwarded all applicable contract materials to the City Attorney for review prior to Council consideration.

The documents submitted for review include the Sourcewell master agreement with NEOGOV, NEOGOV's standard services agreement, and the proposed order form that would govern the City's subscription.

During our internal preliminary review, staff identified our routine contract provisions that we generally require on all agreements between the City and an outside vendor/contractor. The agreement originally referenced the State of California for governing law and venue, however NEOGOV has agreed in writing to revise those provisions so that Texas law applies and venue would be located in Austin County.

The agreement also contains a non-appropriation clause allowing termination without penalty in the event future funding is not appropriated. This provision preserves future Council budget discretion and protects the City from being obligated beyond lawfully appropriated funds.

At the time this staff report was written, the City Attorney's review remains underway. Final execution of documents would occur only after all legal comments are resolved to the satisfaction of both parties. Staff is therefore recommending that any approval by Council to authorize execution is subject to final legal review and acceptable provisions.

RECOMMENDATION

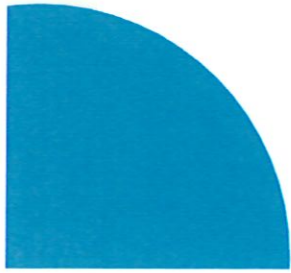
Staff believes this investment will modernize critical internal operations, improve efficiency, strengthen compliance with Council adopted personnel policies, and improve employee access to services.

Staff recommends approval of the agreement with NEOGOV through the Sourcewell Cooperative Purchasing program and authorization for execution of final contract documents, subject to completion of City Attorney review.

ATTACHMENTS

- NEOGOV Presentation
- NEOGOV Standard Service Agreement
- Order Form
- Implementation Checklist

Presentation



Improving Payroll, HR, and
Workforce Management Systems

NEOGOV



Goal of Impementing Human Resources Information System (HRIS)

1. Provide an **easy-to-use** and **compliant** timekeeping system that is configured to our new PTO policy, that can also eliminate the manual calculations and hand keying of information into the payroll system.
2. Save **valuable administrative time** by implementing self-service options for employees and managers, empowering employees to make address changes, dependent changes and direct deposit changes themselves.
3. Eliminate the keying of employee data from our benefits provider into payroll profiles, **reducing data errors**.

HRIS & Payroll Challenges



Managing Employee and Organizational Data

Employee and agency actions are routed and tracked manually.

Data exists in multiple systems.

Limited self-service capabilities.

Time & Attendance

Paper time sheets are used to track time worked.

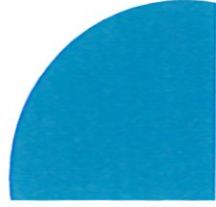
Some OT and PTO calculations are performed manually, increasing the chance of errors.

Manual Data Entry

Employee time and benefits data must be manually entered before payroll can be processed.



The Risk of Inaction



Risk 1

Lack of critical reporting requested by City Council and surrounding employee analytics.

Risk 2

Manual timekeeping processes result in **potential inaccuracies** in actual time worked.

Risk 3

Lack of self-service options for employees and managers unnecessarily increases administrative burden.

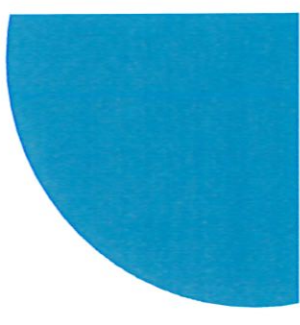
Risk 4

Manual entry processes create unnecessary work and extend the amount of time required to run payroll.



NEOGOV

Why NEOGOV



NEOGOV

Supporting the Entire Employee Lifecycle

TALENT ACQUISITION

- Attract**
Candidate Relationship Management
- Insight**
Recruiting & Applicant Tracking
- GovernmentJobs.com**
Public Sector Job Board
- Vetted**
Background Investigation

TRAINING & DEVELOPMENT

- Onboard**
Employee Onboarding
- Learn**
Learning & Training Management
- Perform**
Performance Management
- Recall**
Microlearning

COMPLIANCE & POLICIES

- eForms**
Employee Documents & Forms
- Policy**
Policy Management

PEOPLE MANAGEMENT

- CoreHR**
Employee Lifecycle Management
- Benefits**
Benefit Plan Administration
- Payroll**
Pay & Tax Processing

WORKFORCE MANAGEMENT

- Time & Attendance**
Employee Time Tracking
- Schedule**
Personnel Scheduling



HRIS

NEOGOV HRIS Solutions

With **HRIS**, you will be able to:

- **Consolidate systems and save time** with one solution that automates tedious data entry and processing tasks.
- **Reduce manual keying and errors** with bulk updates and automatic error checking.
- **Improve employee satisfaction** with 24/7 access to pay stubs, benefits, personal information, and more.



HRIS

NEOGOV HRIS Solutions

With **Time and Attendance**, you will be able to:

- **Save hours** by eliminating paper or spreadsheet-based timesheets and the keying of data into payroll.
- **Define rules to apply calculations**, like lunch break deductions, holiday pay, and overtime pay..
- Automate the calculations for compliance with **PTO accrual** policies.
- Hours approved in Time & Attendance **automatically flow to Payroll** for processing.



HRIS

NEOGOV HRIS Solutions

With **Benefits**, you will be able to:

- **Streamline information to Payroll**, reducing errors. Contributions and deductions are split out for clear tracking.
- The system can handle **complex contribution calculations**. We can define plan, coverage, and rate data.
- **Eliminate paper** enrollment forms.



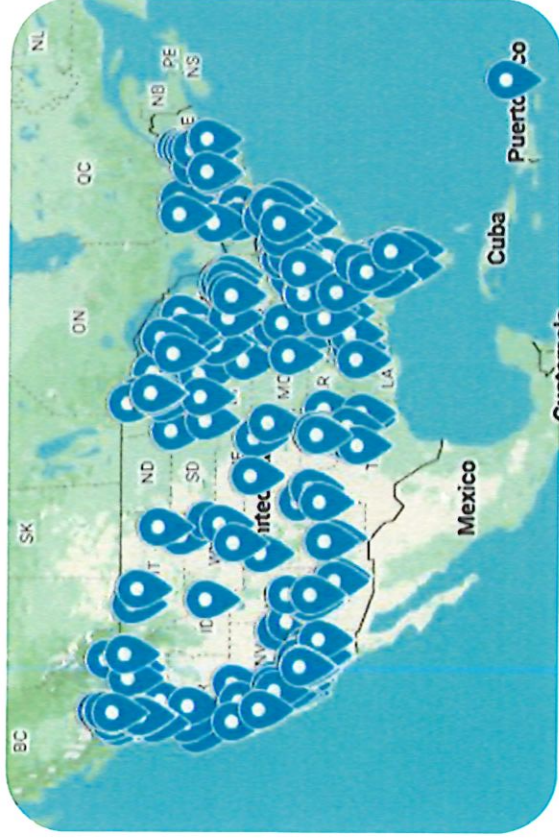
HRIS

NEOGOV HRIS Solutions

With **Payroll**, you will be able to:

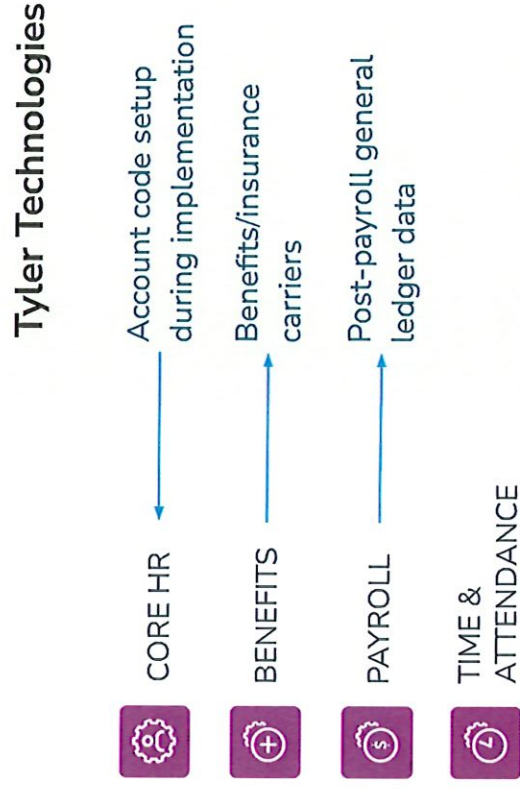
- **Ensure compliance** – tax laws and regulations are auto-updated in the system to reflect updates and changes in legislation.
- Get the flexibility you deserve with **effective dating**. Plan out rate changes, tax elections, and direct deposits in advance.
- Significantly reduce manual keying – **receive payroll transactions from Benefits and Time & Attendance** in Payroll.

AN INTEGRATED SOLUTION NEOGOV & Tyler Technologies



Over 350 Tyler Technologies
Customers use NEOGOV products

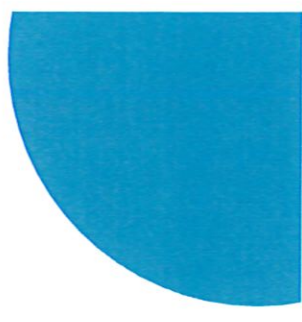
Trusted by 191 Texas Agencies





NEOGOV

Additional Benefits



**Piecemeal data doesn't show the entire employee lifecycle
or any gaps in your processes.**

With Analytics & Reporting, you will be able to:

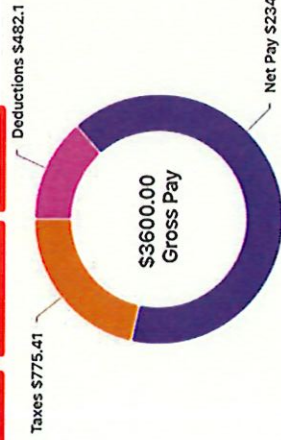
- **Make strong decisions** with out-of-the-box dashboards and reports
- **Uncover patterns** with cross-product reporting so we can track employees entire lifecycle.
- **Answer all your questions** with custom reports and dashboards in the format you need it in.

Payroll

Pay

Paystub

- Direct Deposit
- Tax Withholdings
- Tax Forms



RECENT: 03/15/2026 - 03/28/2026

\$2,342.49 Net Pay
\$775.41 Taxes
\$482.10 Deductions

2026 (7) 2025 (26) 2024 (15) 2023 (20) Past

Download All Pay Stub(s) Filter

2026 Pay Stubs

03/15/2026 - 03/28/2026
#130 • Issued 04/03/2026

\$3,600.00 Gross Pay
\$2,342.49 Net Pay

\$775.41 Taxes

\$482.10 Deductions

\$496.93 Contributions

Download

Time & Attendance

Time & Attendance

[Request Time Off](#) [Donate Time](#)

 **FMLA LEAVE**
0.00
Current Balance

[View more details](#) →

 **LWOP**
0.00
Current Balance

[View more details](#) →


 **COMP TIME**
0.00
Current Balance

 **VACATION**
+956.85
Current Balance

[View more details](#) →

 **FMLA BANK**
+7.00
Current Balance

[View more details](#) →

 **PTO**
+310.00
Current Balance

[View more details](#) →

 **SICK**
+376.39
Current Balance

[View more details](#) →

Benefits

< Exit Open Enrollment

- Profile
- Medical
- Dental
- 4 Vision
- Spending
- Other
- Review & Submit

Who should provide your medical coverage?

Choose from the following options for the selected coverage. Not all options may be available depending on your dependent selection.

Choose a Medical Plan

- Employee Only
- Employee & Child(ren)
- Family
- Employee & Spouse



BCBS MEDICAL HDHP

This BLUE CROSS BLUE SHIELD plan requires HSA enrollment.

Employer Pays \$92.30 per pay period
Coverage Type Family

\$46.15
per pay period

Select



BCBS MEDICAL HMO

Currently Enrolled
Medical plan is for BLUE CROSS BLUE SHIELD HMO

Employer Pays \$444.98 per pay period
Coverage Type Family

\$35.57
per pay period

Employee Self Service

People / Mark's Profile

Mark D Roberts
City Admin
City Department

Actions

- Job
- Total Compensation
- Personal Info
- Talent
- Performance
- Documents
- Training
- Onboarding
- Recruiting

Filter View

As of today

Basic Info

Mark Roberts			
Date of Birth	18-Apr-1967	Salutation	Dr.
S.S.N	XXX-XX-3994	Language	English
Alt. Language	N/A	Ethnicity	US:Two or More Races
Rank	Senior	Gender	Female
Driver's License	N/A	Person Code	460
Veteran Status	N/A	Marital Status	Married
External Retirement Id	N/A		



Address & Contact Info

Fit Assessment

Gap areas will be addressed by process redesign



 CoreHR

24 Requirements Reviewed



 Time & Attendance

37 Requirements Reviewed



 Benefits

21 Requirements Reviewed



 Payroll

20 Requirements Reviewed

Cost Assessment

Prorated Bundle	Start Date: 6/1/2026	End Date: 9/30/2026	Start Date: 10/1/2026	End Date: 9/30/2027
Discounts	25% off	10% off		
Prorated Term (4 months)	Annual License	Setups	Year 1	Annual License
CoreHR	\$1,500	\$4,500	CoreHR	\$5,999
Benefits	\$1,300	\$4,500	Benefits	\$5,200
Time & Attendance	\$2,477	\$4,500	Time & Attendance	\$9,907
Payroll	\$2,642	\$4,500	Payroll	\$10,567
Payroll Services	\$806	\$0	Payroll Services	\$3,224
Total	\$8,724	\$18,000	Total	\$34,897

Additional Savings

Current FY budget contains approximately \$23,000 for payroll and timekeeping related services that would be discontinued once the new system is fully implemented.



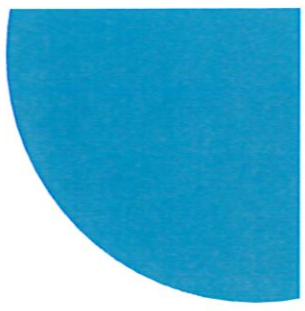
Awarded Contract

Contract # 030425-PDMS



NEOGOV

Our Success Plan



Implementation Process

Support from NEOGOV

Dedicated Implementation Consultants (ICs) simplify setup and ensure project success. Ongoing support is available 6:00am-6:00pm MT, weekdays, via chat, phone, and email at **no additional cost**.

Our Team's Role

We have identified administrators on our team as points of contact to ensure a smooth implementation.



Q&A



A person is using a laptop. The screen displays a dashboard with various charts and data points. The text 'THANK YOU' is overlaid in large white letters across the center of the image. The text 'NEOGOV' is overlaid in white letters on the right side of the image.

THANK YOU

NEOGOV

NEOGOV Standard
Service Agreement

SERVICES AGREEMENT

V011025

You agree that by placing an order through a NEOGOV standard ordering document such as an “Order Form”, “Service Order,” “Ordering Document,” “SOW” or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an “Order Form” for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. “Governmentjobs.com”, “NEOGOV”, “we”, and “our” means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, “NEOGOV” and, where applicable, its other affiliates; “Customer”, “you”, “your” means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

“Services Agreement” or the “Agreement” shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). “Addendum” means each Addendum set forth either as an Exhibit hereto or otherwise made available at <https://www.neogov.com/service-specifications> (the “NEOGOV Site”) and, as applicable, made a part of this Agreement. “Special Conditions” means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. **Provision of Services.** Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the “Services”). In addition, to the extent NEOGOV provides Customer with access to additional NEOGOV software in order to access Customer Data (as defined below) or otherwise enhance product implementation or functionality, Customer’s use of such software will be deemed to be part of the Services and the terms and conditions of this Agreement shall apply. Customer hereby acknowledges and agrees that NEOGOV’s provision and performance of, and Customer’s access to, the Services is dependent and conditioned upon Customer’s full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the “Effective Date”). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. **SaaS Subscription.**
 - a) **Subscription Grant.** “SaaS Applications” means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the “Service Specifications”). Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer’s internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the “SaaS Subscription”). “Authorized Users” means (1) Customer employees, agents, contractors, consultants (“Personnel”) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User’s access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.
 - b) **Subscription Term.** Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the “Initial Term”). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a “Renewal Term” and together with the Initial Term, collectively, the “Term”) unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party’s intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.

3. Customer Responsibilities.
- a) Managing the Subscription. Customer may use the Service in a manner consistent with the terms of this Agreement. Customer will provide NEOGOV all information needed to process the Order Form to activate the subscription and provision the Service to the Customer.
 - b) Managing Authorized Users. Customer is responsible for managing the Authorized Users on its account on the Service.
 - i) Invitations and Permissions. Customer is responsible for determining which persons to invite to join the Customer's account on the Service and for all actions by Authorized Users on Customer's account on the Service. Customer is solely in control of the individual permissions on the Customer's account.
 - ii) Customer Obligations. Customer must: (A) obtain any rights, permissions, or consents that are necessary for the Authorized User's lawful use of Customer Data and the operation of the Service; (B) ensure that the transfer and processing of Customer Data under the Agreement is lawful; and (C) respond to and resolve any dispute with an Authorized User relating to or based on Customer Data, the Service, or Customer's failure to fulfill its obligations under the Agreement or applicable law. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.
4. Professional Services. "Professional Services" shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services include training, set-up, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW.
5. Payment Terms.
- a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the date of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.

- b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.
- c) Purchase Orders. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.
6. Term and Termination.
- a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.
- b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.
7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.
8. Maintenance; Modifications; Support Services.
- a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
- b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.

- c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.
- d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.
- e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. NEOGOV Intellectual Property Rights.

- a) NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
- b) Customer may, but is not obligated to, provide NEOGOV with suggestions, ideas, enhancement requests, or other feedback ("Feedback"). If Customer provides any such Feedback to NEOGOV, Customer hereby grants NEOGOV a nonexclusive, perpetual, irrevocable, royalty-free license to use all Feedback for any purpose. Feedback is provided to NEOGOV on an "as-is" basis without warranties of any kind.

10. Data Processing and Privacy.

- a) Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.
- b) Platform Data. "Platform Data" shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.

- c) Data Processing Agreement. The parties agree that the terms of the NEOGOV Data Processing Addendum (“DPA”) made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement and governs NEOGOV’s processing of Personal Data.
 - d) Data Responsibilities.
 - i) NEOGOV will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV’s cloud infrastructure providers.
 - ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.
 - e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a “Security Breach”) within 72 hours of NEOGOV’s confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer’s policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.
 - f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV’s systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer’s written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.
11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services (“Third Party Services”). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.
12. Nondisclosure.

- a) Definition of Confidential Information. “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer’s Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
- b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.
- c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure.
- d) Equitable Relief. The parties recognize and agree there may be no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach may irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. Representations, Warranties, and Disclaimers.

- a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
- b) Additional Customer Representations and Warranties. Customer hereby represents and warrants to NEOGOV that: (1) Customer and Authorized Users have all necessary rights and authority to upload Customer Data to the Service without violating any third party’s proprietary or privacy rights, including intellectual property rights; (2) Customer Data does not contain any viruses, worms, Trojan horses, or other harmful or destructive code or content; and (3) Customer will use the Service in compliance with all laws, rules, regulations, and this Agreement.
- c) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.
- d) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES AND ANY OTHER INFORMATION ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND CUSTOMER’S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- e) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE

INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.

- f) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

14. Indemnification.

- a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.
- b) NEOGOVS Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.
- i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
- ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.
- iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.
- c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of

its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

- a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.
16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.
17. EOL Products. NEOGOV may, in its discretion, at certain times elect to discontinue development, distribution and/or support of any Service or any elements or versions of any Service, and thereby designate such Service or elements or versions as end of life ("EOL"). In the event that NEOGOV elects to announce EOL for any Service, NEOGOV will provide six (6) months prior notice. Customer will have a period of six (6) months after receipt of such notice to upgrade to the last commercially available (non-EOL) version of the Service, if applicable, or otherwise following the expiration of such six (6) month period, the Service shall be deemed terminated without penalty and a pro rata refund shall be provided to Customer for the remaining term of the Service. During the 6-month notice period, Customer may continue exercising all of the rights set forth in this Agreement with respect to such EOL Service.
18. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (a) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (b) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (c) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.

19. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.
20. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.
21. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.
22. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS, Vetted, or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site. In addition, certain Services may disclose the use of artificial intelligence, in which case, Customer hereby agrees to the terms of the AI Addendum set forth on the NEOGOV Site.
23. General.
- a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Los Angeles, California.
 - b) Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.
 - c) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.
 - d) Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.
 - e) Electronic Delivery. Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

- f) **Assignment.** Customer may not assign this Agreement without the express written approval of NEOGOV. Any attempt at assignment in violation of this Section shall be null and void.
- g) **Construction.** The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.
- h) **Subcontractors.** For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term "subcontractors" shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.

Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum (“Government Addendum”) forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a “Government Customer” means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.
2. **Termination for Non-Appropriation of Funds on Multi-Year Deals.** Customer represents that it has received sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body) (“Governmental Appropriation”) for the first year of the term of any Order Form executed by Customer (the “First Year” and all such years following the First Year which are included in the term of an Order Form, the “Future Years”). If Customer is subject to federal, state or local law which makes Customer’s financial obligations under this Services Agreement contingent upon Governmental Appropriation, and if such funds are not forthcoming or are insufficient due to failure of such Governmental Appropriation, then Customer will have the right to terminate the then remaining portion of any Future Years under the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.
3. **Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 18 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
4. **Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws (“Open Records Laws”) the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.
5. **Cooperative Purchasing.** As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the “New Entity”) may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that it has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.

Exhibit B
Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems (“Integration Services”). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the “Integration Terms Addendum”) shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at <https://api.neogov.com/connect/marketplace.html> (“Affiliated API”) or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service (“Customer Application”) integrated using NEOGOV’s open API (“Open API”). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. **Provision of Integrations.** Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer’s human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the “API” or “Integration”). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.
2. **Integration Intellectual Property.** All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.
3. **Integration Terms of Use.** Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.
4. **Customer Integration Responsibilities.** Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the “Customer Applications”), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://api.neogov.com/connect/index.html> from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email (“spam”), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
5. **Cooperation.** If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer’s delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.
6. **Provision of Open API.** In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth

in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. **API Key.** In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.
8. **Efficient Processing.** You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.
9. **Open API Limitations.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
10. **Open API Termination.** Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

Order Form

THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-651004	Order #:	Q-473879
Customer:	Sealy, City of (TX)	Valid Until:	5/29/2026
Effective Employee Count:	62		
Sales Rep:	Mitch Peterson		

Customer Contact		Shipping Contact	
Billing Contact:	Sealy, City of (TX) Jennifer Matura PO Box 517 Sealy, TX 77474-0517	Shipping Contact :	Sealy, City of (TX) Jennifer Matura 415 Main St Sealy, TX 77474
Billing Address:		Shipping Address:	
Billing Contact Email:	jmaturation@ci.sealy.tx.us	Shipping Contact Email:	jmaturation@ci.sealy.tx.us
Billing Phone:	979-885-3511	Shipping Phone:	979-885-3511

Payment Terms		Notes:
Payment Term:	Net 30	
PO Number:		

Subscription Service

4 Month Prorated Period (6/1/2026 - 9/30/2026) 25% off annual license costs
10% off setup costs

Item	Type	Start Date	End Date	License Type	Total (USD)
Benefits Subscription	Recurring	6/1/2026	9/30/2026	Employee Based	\$1,300.00
Benefits Setup	Services			Employee Based	\$4,500.00
Core HR Subscription	Recurring	6/1/2026	9/30/2026	Employee Based	\$1,499.75
Core HR Setup	Services			Employee Based	\$4,500.00
Payroll Subscription	Recurring	6/1/2026	9/30/2026	Employee Based	\$2,641.75
Payroll Setup	Services			Employee Based	\$4,500.00
Payroll Services Subscription	Recurring	6/1/2026	9/30/2026	Quantity Based	\$806.00
Payroll Services Setup	Services			Quantity Based	\$0.00
Time & Attendance Subscription	Recurring	6/1/2026	9/30/2026	Employee Based	\$2,476.75
Time & Attendance Setup	Services			Employee Based	\$4,500.00
4 Month Prorated Period (6/1/2026 - 9/30/2026) TOTAL:					\$26,724.25

Year 1 (10/1/2026 - 9/30/2027)

Item	Type	Start Date	End Date	License Type	Total (USD)
Benefits Subscription	Recurring	10/1/2026	9/30/2027	Employee Based	\$5,200.00
Core HR Subscription	Recurring	10/1/2026	9/30/2027	Employee Based	\$5,999.00
Payroll Subscription	Recurring	10/1/2026	9/30/2027	Employee Based	\$10,567.00
Payroll Services Subscription	Recurring	10/1/2026	9/30/2027	Quantity Based	\$3,224.00
Time & Attendance Subscription	Recurring	10/1/2026	9/30/2027	Employee Based	\$9,907.00
Year 1 (10/1/2026 - 9/30/2027) TOTAL:					\$34,897.00

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are **due upon the invoice due date**. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to GovernmentJobs.com, Inc., (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV") and Customer, this Order Form and the Services purchased pursuant to this Order Form are being procured through NEOGOV's Sourcewell contract #030425-PDMS and are subject to the most recently published version of the NEOGOV Services Agreement set forth here: <https://www.neogov.com/service-specifications>. The Services provided to Sourcewell member # 99327 are being provided at the contractually obligated discount of 5% or more from NEOGOV's published MSRP.

Special Condition:

- Section 23.a. of the Agreement is deleted and replaced with: "This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Austin County, Texas.

If this Order Form is executed and/or returned to NEOGOV by the Customer after the Subscription Start Date stated in this Order Form, NEOGOV may adjust the Subscription Start Date and the corresponding Subscription End Date, without increasing the total fees, based on the date NEOGOV activates the subscription, provided the total length of the subscription term does not change. Following activation, any adjustments to such Subscription Start Date and Subscription End Date may be confirmed by reference to the invoice sent by NEOGOV.



t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245



Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By Authorized Representative of:
Sealy, City of (TX)

Signature: _____

Printed Name: _____

Title: _____

Date _____

Accepted and Agreed By Authorized Representative of:
NEO GOV

Signature: _____

Printed Name: _____

Title: _____

Date _____

THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.

Implementation Checklist

Your HRIS Implementation Checklist

NEOGOV

Ready to invest in a Human Resources Information System (HRIS) for your agency? Use this 4-stage HRIS Implementation Checklist to guide you and your team towards a successful launch in your new system.

STAGE 1: PLANNING

2–4 weeks

Set expectations for your implementation project plan, assign specific tasks to individuals on your implementation team, and notify stakeholders and leadership about your implementation launch.

TIP: During this time, ask your HRIS provider as many questions as you can to avoid delays or confusion later.

- Hold a kick-off meeting with your implementation team
 - Develop/finalize your HRIS implementation project plan
 - Record questions and send them to your HRIS provider point-of-contact
- Outline your expected HRIS implementation timeline and go-live date
- Hold a Discovery call with your provider's implementation team to discuss the set-up plan and service specifications
- Notify leadership and managers of project launch and anticipated timeline
- Set weekly check-ins with the implementation team for the duration of the project
 - Specify implementation team member contributions and expected deliverables for each meeting
- Find and record all of your employee data storage locations
 - Excel
 - Paper Forms
 - HR Software Systems
 - Other:

STAGE 2: DATA MIGRATION

3–6 weeks

You'll check all your employee data and transfer it to your new HRIS software. Depending on the support your HRIS provider offers, you'll either work with your IT department to transfer the information or send all your data to the provider for migration.

TIP: Leverage your provider's expertise throughout and keep your team informed of your progress.

- Determine your data migration requirements and date(s) with your IT department and HRIS provider
 - Notify stakeholders and leadership of the agreed upon data migration date(s)
- Review your data for accuracy and fill in information gaps
 - Send communications to all employees asking them to verify/update their personal information for accuracy
- Transfer data into your new HRIS OR Send all formats of employee data to your HRIS provider
 - If applicable, verify your provider has full access/editing permissions for all data formats

STAGE 3: TESTING

2–3 weeks

It's important that you identify and resolve any system errors or malfunctions before rolling out the HRIS to your entire team. Your implementation team should be diligent and thorough to reduce the likelihood that you will encounter larger issues or risk compromising your data after go-live.

TIP: If your implementation team does not include a representative from every department in your agency, recruit other team members (including general employees) during this stage to test every function of the software your agency needs to perform your work.

- Assign your implementation team specific tests to run according to their daily work functions
- Run tests on your new HRIS to ensure proper functionality:
 - Automations and workflows
 - Real-time calculations
 - Integration with your other systems
 - Employee self-service functions
 - Error corrections and notices
 - Reporting capabilities and accuracy
 - System lags or crashes
 - Other:
- Resolve errors or malfunctions with support from IT or your provider as needed
- Retest your HRIS as needed to ensure all errors are resolved
- Communicate your official go-live date and training requirements to your entire organization

STAGE 4: GO LIVE

2–4 weeks

You'll officially launch the new HRIS agency-wide and provide critical, comprehensive training to all employees on how to properly use the system. Providers may offer varying levels of support with the training process.

TIP: Prepare a training plan for any hybrid and remote employees in addition to your in-person employees so your entire organization receives effective training on your HRIS.

- Schedule training dates with leadership and team managers to teach them how to use the new HRIS
 - Collect training feedback to identify gaps, inefficiencies, or problems
 - Adjust training process for employees based on feedback, if needed
- Schedule training sessions at the department level for managers to train their employees on the system
 - Provide a feedback collection system for employees after they complete the necessary training
- Provide employees with an HR point-of-contact who they can reach out to for assistance after training completion
- Schedule a meeting with your implementation team to evaluate the success of your HRIS implementation project plan and review employee feedback

Disclaimer: Please note that this checklist is not all-encompassing and the timelines listed are estimates. Each HRIS solution and their requirements are different, so it's important that you work closely with your software provider to ensure proper preparation for a seamless implementation.

ITEM #6



AGENDA ITEM NO: 6

Discussion regarding Amending Chapter 2 Section 2-33 for Order of Business at Regular Meetings.

SUBMITTED BY: Kimbra Hill, City Manager

SPECIAL CITY COUNCIL MEETING DATE: May 7, 2026

STAFF REPORT

Mayor Bilski requested this agenda item to discuss moving (7) Consent agenda (approval of minutes and other routine items) after (10) Discussion or action items.

Sec. 2-33. - Order of business at regular meetings.

- (a) The proceedings at all regular meetings of the city council shall conform generally to the following order of business:
- (1) Call to order.
 - (2) Invocation and pledge of allegiance.
 - (3) Roll call; certification of a quorum.
 - (4) Petitions or public comments.
 - (5) Adoption of agenda or reorder.
 - (6) Proclamations and special recognitions.
 - (7) Consent agenda (approval of minutes and other routine items).
 - (8) Presentations.
 - (9) Public hearings.
 - (10) Discussion or action items.
 - (11) Reports or requests from city manager.
 - (12) Reports, announcements, or requests from councilmembers.
 - (13) Adjournment.
- (b) At the time of the discussion under subsection (a)(9) of this section, an individual councilmember may request an item to be placed on the upcoming agenda for the next regular meeting, unless the majority of the council votes that the item shall not be on the upcoming agenda.
- (c) With the exception of emergency items, and for regular meetings only, the administration should make a diligent attempt to provide councilmembers complete packets on the Friday preceding the regular council meeting. It is the intention of the city council in adopting the above language to provide a guideline only and that the statement not be binding or interfere with the regular course of business.

(Ord. No. 91-1, § 1-1, 3-13-1991; Ord. No. 2024-06, § 3, 2-21-2024)

ITEM #7



AGENDA ITEM NO: _____

SUBMITTED BY: Travis Cochran, Assistant Public Works Director

MEETING DATE: May 7, 2026

STAFF REPORT

DESCRIPTION

Discussion and Possible Action regarding Approving Columbus Road Lift Station Pump Replacement in an amount not to exceed \$25,000.

ANALYSIS

On April 10th 2026 City Staff found both sewer pumps clogged at Columbus Rd Lift Station. After cleaning, they clogged on April 11th, and April 13th. Staff had the pumps removed and evaluated by Hahn Equipment. It was determined both pumps, approximately 25 years old had excess wear on the volutes and impellers that are allowing rags to clog.

Staff recommends replacing both pumps with Flygt N Impeller pumps (non-clogging) for \$11,659 each for total of \$23,318

RECOMMENDATION

Authorize Staff to purchase replacement pumps not to exceed \$25,000.

FINANCIAL IMPACTS

City Staff budgets \$25,000 to replace one lift station pump per a year. With the competitive pricing we received on these two pumps staff is recommending replacing both pumps.

HAHN EQUIPMENT Co., Inc.

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

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

QUOTE #: 23449.R1
RE: Columbus Rd LS
DATE: April 21, 2026

HAHN EQUIPMENT CO., INC., is pleased to submit to the City of Sealy, the following proposal for Flygt Electric Submersible Pumps:

Flygt Pumps w/ Service:

Item	Qty	Description	Price
1	2	FLYGT MODEL NP3102 4", 5HP, 230VAC, 3PH, 60HZ, 463 IMP, W/ 50' OF ELECTRIC MOTOR CABLE	\$ 22,262.00
2	6	HEC SERVICE - INSTALLATION AND TESTING	\$ 640.00

TOTAL PRICE FOR ALL PARTS AND LISTED ABOVE: **\$ 22,902.00**

Optional Check Valve Replacement w/ Install:

Item	Qty	Description	Price
1	2	4" CHECK VALVE, 13", WITH LEVEL AND WEIGHT	\$ 2,470.00
2	3	HEC SERVICE - INSTALLATION OF BOTH VALVES	\$ 384.00

TOTAL PRICE FOR ALL PARTS AND LISTED ABOVE: **\$ 2,854.00**

Notes:

- *This quote is for (2) Flygt Pumps with installation of both pumps in one trip.*
- *If any issues arise while on site, the technician will contact Travis prior to executing additional repairs.*
- *The check valves will be installed on the same day as the pumps.*
- *Labor is quoted at HEC Standard Rates, \$128.00 per HOUR.*

F.O.B.: Houston, Texas. Prices are quoted as good for thirty (30) days and are exclusive of any applicable taxes or duties.

SHIPMENT: Estimated delivery is 8-10 weeks after receipt of written purchase order and approval drawings, unless other delivery requirements are agreed upon in writing.

TERMS OF PAYMENT: NET 30 from the date of the invoice.

CONTRACT CONDITIONS: Conditions outlined in the Company's standard general condition form, which is enclosed with this proposal, shall apply to and constitute a part of this proposal.

Sincerely,
HAHN EQUIPMENT CO., INC.


Bobby Bruce
Account Manager - West

NOTE: Invoices will be issued upon delivery, or notification equipment is available for delivery based on delivery date below.

This proposal, including terms and conditions contained within, is acceptable and understood.

PLEASE SIGN AND RETURN.

AUTHORIZED SIGNATURE: _____ DATE: _____

We request this equipment available for delivery: _____

General Standard Conditions

- I. **ACCEPTANCE** – This proposal is subject to acceptance by the Purchaser within 30 days. Prices are subject to change without notice; all quotations whether published or special prices automatically expire 30 days from date of quotation, if not canceled prior to that time by another quotation or by a notice of cancellation, and are automatically canceled without notice simultaneously with the date of a price change. Acceptance of this quotation is limited to the terms hereof and Seller hereby objects to different or additional terms unless accepted by Seller in writing. No acceptance of this proposal by the Purchaser and no purchase order for any of the machinery offered in this proposal shall create any contract between Seller and Purchaser or be binding in any way upon Seller until such acceptance or purchase order is approved in writing by an executive officer of the Seller.
- II. **WARRANTY** – As the distributor for various manufacturers, the Seller is dependent upon representation and promises made by these manufacturers as to quality of material, performance data, and delivery schedules. The Seller will pass on to the Purchaser warranties, which may be available from the manufacturer of the products, involved. In addition to any applicable warranties that may be passed on to the Purchaser, the Seller will warrant items of original manufacture of the seller for six (6) months after date of shipment against defects in material and workmanship. All warranty claims must be made in a timely fashion by written notice to the Seller and the Seller or manufacturer involved shall have the option of requiring the return of the defective part, transportation prepaid to establish the claim. The Seller shall not be held liable for damages or delay caused by defects. The Seller's liability to the Purchaser except as to title, arising out of the supplying of the said equipment, or its use, whether based upon warranty, contract or negligence, shall not in any case exceed the cost of correcting defects in the equipment as herein provided and upon the expiration of the warranty period, all such liability shall terminate. The Seller shall not in any event be held liable for any special, indirect or consequential damages.
- III. **TITLE** – The Seller will deliver the equipment F.O.B. cars or trucks at point of shipment and such delivery will constitute delivery to the Purchaser. Title and risk of loss of the equipment shall pass to the Purchaser at this point.
- IV. **INSURANCE** – The Purchaser shall bear all risk of loss or damage to the machinery after delivery and shall provide and maintain adequate insurance against loss or damage by fire or other causes to the machinery during the time between delivery and final payment in an amount fully protecting the Seller. Loss or damage by fire or other causes within such period shall not relieve the Purchaser from his obligation to pay the purchase price in full.
- V. **TERMS** – Terms are net cash upon shipment or notification that we are ready to ship. Prorata payments shall become due and payable as partial shipments are made hereunder. Payment within thirty (30) days will be considered the same as cash pending approval of credit. These terms apply to partial as well as complete shipments. On orders over \$50,000.00 or as specifically stated on our proposal, special payment terms may be required. These terms are normally included with our proposal and are as stated in the Terms & Conditions form of the manufacturer involved. There is no cash discount given for cash or prompt payment unless specifically agreed upon in writing.
- VI. **TAXES** – The Purchaser shall pay to the Seller, in addition to the purchase price, the amount of all sales, use, privilege occupation, excise or other taxes, federal, state, local, or foreign which the Seller is required to pay in connection with furnishing goods or services to the Purchaser.
- VII. **FREIGHT** – Unless otherwise agreed upon in writing, all equipment is quoted F.O.B. shipping point. The Purchaser shall pay to the Seller in addition to the purchase price, freight charges, which may be required in shipping the equipment from the point of manufacture or storage to the Purchaser's plant. If freight charges are included in the quotation, then the Purchaser shall pay to the Seller, in addition to the purchase price, any amount by which transportation charges may be increased, either by reason of increased transportation rates or because of a change in the method of transportation.
- VIII. **PRICE AND ADJUSTMENT** – The following clauses are applicable to the extent they are referred to elsewhere in this proposal. Selection of price adjustment clause is based upon the proposed shipping date for the equipment offered.
- Clause 1: The prices named herein are not subject to any change from the prices in effect on the date the order is accepted.
- Clause 2: The prices named herein will be adjusted to the prices in effect at time of shipment.
- Clause 3: The prices named herein are subject to escalation in accordance with manufacturer's standard escalation policy or as otherwise stated in the proposal.
- IX. **SHIPPING DATES** – The time for shipment given herein is approximate and is estimated from the date of receipt of order with complete manufacturing information and approval of drawings as may be necessary. The Seller relies upon the information supplied by various manufacturers and will endeavor to maintain quoted shipment times but the Seller will not be liable for any for any special, indirect or consequential damages arising from delay in shipment, irrespective of the reason therefore.
- X. **CANCELLATION** – The Purchaser may cancel his order only upon written notice and payment to the Seller of reasonable and proper cancellation charges including administrative and engineering expense and loss of profits.
- XI. **RESTOCKING** – No merchandise may be returned to the Seller without its written consent and shipping instructions being first obtained. Restocking charges will be provided upon request for the particular item involved and will be as determined by the equipment manufacturer.

CITY OF SEALY
APPROVED BUDGET
AS OF: OCTOBER 1ST, 2025

56 -WATER & SEWER FUND
SEWER

DEPARTMENTAL EXPENDITURES	2022-2023 ACTUAL	2023-2024 ACTUAL	CURRENT BUDGET	2024-2025 YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
56-512-52100 Wearing Apparel	189	126	300	0	0	500	500
56-512-52130 Food & Water Supplies	399	409	1,500	0	0	2,000	2,000
56-512-52150 Buildings & Grounds Suppli	759	2,585	2,850	0	0	3,000	3,000
56-512-52220 Electrical Supplies	0	0	0	0	0	0	0
56-512-52230 Tap Installation Costs	0	8,000	11,400	0	0	12,000	12,000
56-512-52240 Chemicals	36,313	46,855	50,000	0	0	60,000	60,000
56-512-52280 Motor Vehicle Supplies	702	832	5,275	0	0	5,000	5,000
56-512-52320 Minor Tools & Equipment	3,321	5,442	5,130	0	0	5,000	5,000
56-512-52330 Safety Equipment	940	4,463	3,165	0	0	3,000	3,000
56-512-53000 Engineering Services	15,028	23,248	35,000	0	0	22,000	22,000
56-512-53010 Auditing & Accounting	5,600	6,700	5,486	0	0	5,025	5,025
56-512-53020 Consultant Services	483	7,600	5,700	0	0	6,000	6,000
56-512-53030 Legal Services	597	0	0	0	0	0	0
56-512-53055 Grant Administration	0	0	0	0	0	0	0
56-512-53090 Contract Labor	8,374	14,074	27,500	0	0	25,000	25,000
56-512-53095 General Administration	0	0	0	0	0	0	0
56-512-53140 Building Demolition Costs	0	0	0	0	0	0	0
56-512-53200 Electricity	94,647	140,672	152,000	0	0	135,000	135,000
56-512-53210 Telephone	4,606	5,135	6,840	0	0	6,000	6,000
56-512-53220 Internet Services	0	0	0	0	0	0	0
56-512-53270 GPS Service Fees	0	0	0	0	0	0	0
56-512-53300 Dues & Subscriptions	6	192	1,730	0	0	1,000	1,000
56-512-53310 Travel & Training	2,946	2,544	5,130	0	0	4,000	4,000
56-512-53330 Postage & Shipping	765	902	855	0	0	1,000	1,000
56-512-53340 Printing & Binding	72	1,286	114	0	0	500	500
56-512-53390 Gross Receipts Tax	390,914	451,392	525,000	0	0	565,000	565,000
56-512-53400 General Liability Insurance	12,760	12,262	14,297	0	0	12,410	12,410
56-512-53410 Sewage Backup Insurance	0	2,383	2,384	0	0	2,383	2,383
56-512-53420 Auto Liability Insurance	5,030	5,083	5,765	0	0	6,146	6,146
56-512-53490 Claims Against the City	0	0	0	0	0	0	0
56-512-53500 Buildings & Grounds Rep/Ma	3,250	597	6,500	0	0	6,500	6,500
56-512-53510 Fixed Plant & Equip Rep/Ma	18,624	1,991	100,000	0	0	123,000	123,000
56-512-53520 Office Equipment Repairs/M	3,472	0	0	0	0	0	0
56-512-53540 Motor Vehicles Repairs/Mai	4,910	1,786	3,165	0	0	3,200	3,200
56-512-53560 Heavy Equipment Repairs/Ma	3,534	5,943	3,420	0	0	10,000	10,000
56-512-53580 Radio & Radar Repairs/Main	0	3,950	0	0	0	0	0
56-512-53620 Sewer Line Repairs & Maint	34,643	10,866	15,825	0	0	20,000	20,000
56-512-53660 Software Maintenance	0	1,329	0	0	0	1,100	1,100
56-512-53800 Lab Analysis Services	27,870	39,532	33,000	0	0	25,000	25,000
56-512-53920 Equipment/Vehicle Rentals (11,495)	808	16,521	0	0	10,000	10,000
56-512-53940 Uniform Rentals	1,133	1,229	2,280	0	0	2,000	2,000
56-512-53990 Other Rentals	0	0	0	0	0	5,000	5,000
56-512-54300 Sludge Management Costs	34,700	33,361	45,000	0	0	50,000	50,000
56-512-54400 Permit Fees	11,782	14,304	17,935	0	0	20,000	20,000
56-512-54510 RPI162 Notification	0	0	0	0	0	0	0
56-512-54600 Property/Ad Valorem Taxes	0	94	0	0	0	0	0
56-512-55980 Miscellaneous	0	0	0	0	0	0	0
56-512-55990 Bad Debt Expense	1,520	2,958	5,000	0	0	6,000	6,000
56-512-55995 Depreciation Expense	624,598	0	0	0	0	0	0
TOTAL OPERATIONS	1,348,773	870,536	1,131,244	0	0	1,179,114	1,179,114

CITY OF SEALY
 APPROVED BUDGET
 AS OF: OCTOBER 1ST, 2025

8-19-2025 02:47 PM

56 -WATER & SEWER FUND
 SEWER

DEPARTMENTAL EXPENDITURES	2022-2023 ACTUAL	2023-2024 ACTUAL	CURRENT BUDGET	2024-2025 YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	2025-2026 APPROVED BUDGET
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512-53010 Auditing & Accounting							
	NEXT YEAR NOTES: FY 2025 AUDIT - \$5,025 (15%)						
512-53090 Contract Labor							
	NEXT YEAR NOTES: Contractor assistance for infrastructure repairs, maintenance, and/or replacements.						
512-53200 Electricity							
	NEXT YEAR NOTES: Electrical service used to run critical infrastructural such as WWTP, lift stations, aeration pumps, etc.						
512-53210 Telephone							
	NEXT YEAR NOTES: Includes sewer dept cell phones, lift station phone lines, etc.						
512-53300 Dues & Subscriptions							
	NEXT YEAR NOTES: For dues and subscriptions to professional organizations such as TML and AWWA. Monthly subscription to On The Clock.						
512-53310 Travel & Training							
	NEXT YEAR NOTES: Includes CEU's, license renewals, seminars, required compliance courses, etc.						
512-53330 Postage & Shipping							
	NEXT YEAR NOTES: A portion of the postage for late notices on utility accounts is charged here.						
512-53340 Printing & Binding							
	NEXT YEAR NOTES: Used for courtesy notice door hangers.						
512-53390 Gross Receipts Tax							
	NEXT YEAR NOTES: Projected Sewer Revenue: \$2,260,000 x 25% = \$565,000						
512-53400 General Liability Insurance							
	NEXT YEAR NOTES: TMLIRP \$12,410						
512-53410 Sewage Backup Insurance							
	NEXT YEAR NOTES: TMLIRP \$2,383						
512-53420 Auto Liability Insurance							
	NEXT YEAR NOTES: TMLIRP \$6,146						
512-53500 Buildings & Grounds Rep/Man							
	NEXT YEAR NOTES: Includes repairs to sewer facilities, purchase of items for maintenance purposes, etc.						
512-53510 Fixed Plant & Equip Rep/Man							
	NEXT YEAR NOTES: Repairs to pumps, electrical and all equipment in WWTP and Lift Stations						



Account

Fiscal Year

Account Name

General Balance Budget Budget Adjustments History Detail

Account Type

Department

Note

Status

Protected Account

Cash Account Info

Last Check Number

Issued

Projects

Optional None Required

Encumbered

Balance

Pending

Budget Summary

	Annual Budget	Y-T-D Actual	Y-T-D Encumbrance	Reserve	Prior Year Adj	Budget Balance	%
Original	<input type="text" value="123,000"/>	<input type="text" value="16,916"/>	<input type="text" value="0"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="106,084"/>	<input type="text" value="86.24"/>
Current	<input type="text" value="123,000"/>	<input type="text" value="16,916"/>	<input type="text" value="0"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="106,084"/>	<input type="text" value="86.24"/>
Group	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="0"/>	<input type="text"/>

Next Year

Current	<input type="text" value="123,000"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="123,000"/>	<input type="text" value="100.00"/>
Group	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="0"/>	<input type="text" value="0.00"/>

Edit This Record

ITEM #8



AGENDA ITEM NO: _____

SUBMITTED BY: Travis Cochran, Assistant Public Works Director

MEETING DATE: May 7, 2026

STAFF REPORT

DESCRIPTION

Discussion and Possible Action regarding Approving Ratification of Emergency Replacement of Well #9 Motor in an amount not to exceed \$30,000.

ANALYSIS

On 4-18-26 the well #9 motor was found to be inoperable. Well #9 is largest water production unit for the City of Sealy. Staff deemed this an emergency condition and proceeded with replacing the well motor for a cost of \$26,568.

RECOMMENDATION

Authorize Staff to purchase replacement motor not to exceed \$30,000.

FINANCIAL IMPACTS

56-511-53510 Fixed Plant and Equipment Maintenance 25-26 budget is funded with 100,000 with a balance of \$93,542 and staff recommends this purchase requisition be funded from this account.

HAHN EQUIPMENT Co., Inc.

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

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

QUOTE #: 23458
RE: Well 9 - Replacement
DATE: April 20, 2026

HAHN EQUIPMENT CO., INC., is pleased to submit to the City of Sealy, the following proposal for Well 9 Replacement Electric Motor:

Electric Motor:

Item	Qty	Description	Price
1	1	MOTOR, NIDEC US HOLLOSHAFT 200HP, 1800RPM, 460V, 3PH, 1.15SF	\$ 26,568.00

TOTAL PRICE FOR ALL PARTS AND LISTED ABOVE: **\$ 26,568.00**

Notes:

- *This quote is for MOTOR ONLY.*
- *Labor for installation can be added, but it is recommended to have Well Company install this motor when removing rental motor.*

F.O.B.: Houston, Texas. Prices are quoted as good for thirty (30) days and are exclusive of any applicable taxes or duties.

SHIPMENT: Estimated delivery is **3-5 days** after receipt of written purchase order and approval drawings, unless other delivery requirements are agreed upon in writing.

TERMS OF PAYMENT: NET 30 from the date of the invoice.

CONTRACT CONDITIONS: Conditions outlined in the Company's standard general condition form, which is enclosed with this proposal, shall apply to and constitute a part of this proposal.

Sincerely,
HAHN EQUIPMENT CO., INC.



Bobby Bruce
Account Manager - West

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

PLEASE SIGN AND RETURN.

AUTHORIZED SIGNATURE: _____ DATE: _____

We request this equipment available for delivery: _____

General Standard Conditions

- I. **ACCEPTANCE** – This proposal is subject to acceptance by the Purchaser within 30 days. Prices are subject to change without notice; all quotations whether published or special prices automatically expire 30 days from date of quotation, if not canceled prior to that time by another quotation or by a notice of cancellation, and are automatically canceled without notice simultaneously with the date of a price change. Acceptance of this quotation is limited to the terms hereof and Seller hereby objects to different or additional terms unless accepted by Seller in writing. No acceptance of this proposal by the Purchaser and no purchase order for any of the machinery offered in this proposal shall create any contract between Seller and Purchaser or be binding in any way upon Seller until such acceptance or purchase order is approved in writing by an executive officer of the Seller.
- II. **WARRANTY** – As the distributor for various manufacturers, the Seller is dependent upon representation and promises made by these manufacturers as to quality of material, performance data, and delivery schedules. The Seller will pass on to the Purchaser warranties, which may be available from the manufacturer of the products, involved. In addition to any applicable warranties that may be passed on to the Purchaser, the Seller will warrant items of original manufacture of the seller for six (6) months after date of shipment against defects in material and workmanship. All warranty claims must be made in a timely fashion by written notice to the Seller and the Seller or manufacturer involved shall have the option of requiring the return of the defective part, transportation prepaid to establish the claim. The Seller shall not be held liable for damages or delay caused by defects. The Seller's liability to the Purchaser except as to title, arising out of the supplying of the said equipment, or its use, whether based upon warranty, contract or negligence, shall not in any case exceed the cost of correcting defects in the equipment as herein provided and upon the expiration of the warranty period, all such liability shall terminate. The Seller shall not in any event be held liable for any special, indirect or consequential damages.
- III. **TITLE** – The Seller will deliver the equipment F.O.B. cars or trucks at point of shipment and such delivery will constitute delivery to the Purchaser. Title and risk of loss of the equipment shall pass to the Purchaser at this point.
- IV. **INSURANCE** – The Purchaser shall bear all risk of loss or damage to the machinery after delivery and shall provide and maintain adequate insurance against loss or damage by fire or other causes to the machinery during the time between delivery and final payment in an amount fully protecting the Seller. Loss or damage by fire or other causes within such period shall not relieve the Purchaser from his obligation to pay the purchase price in full.
- V. **TERMS** – Terms are net cash upon shipment or notification that we are ready to ship. Prorata payments shall become due and payable as partial shipments are made hereunder. Payment within thirty (30) days will be considered the same as cash pending approval of credit. These terms apply to partial as well as complete shipments. On orders over \$50,000.00 or as specifically stated on our proposal, special payment terms may be required. These terms are normally included with our proposal and are as stated in the Terms & Conditions form of the manufacturer involved. There is no cash discount given for cash or prompt payment unless specifically agreed upon in writing.
- VI. **TAXES** – The Purchaser shall pay to the Seller, in addition to the purchase price, the amount of all sales, use, privilege occupation, excise or other taxes, federal, state, local, or foreign which the Seller is required to pay in connection with furnishing goods or services to the Purchaser.
- VII. **FREIGHT** – Unless otherwise agreed upon in writing, all equipment is quoted F.O.B. shipping point. The Purchaser shall pay to the Seller in addition to the purchase price, freight charges, which may be required in shipping the equipment from the point of manufacture or storage to the Purchaser's plant. If freight charges are included in the quotation, then the Purchaser shall pay to the Seller, in addition to the purchase price, any amount by which transportation charges may be increased, either by reason of increased transportation rates or because of a change in the method of transportation.
- VIII. **PRICE AND ADJUSTMENT** – The following clauses are applicable to the extent they are referred to elsewhere in this proposal. Selection of price adjustment clause is based upon the proposed shipping date for the equipment offered.
- Clause 1: The prices named herein are not subject to any change from the prices in effect on the date the order is accepted.
- Clause 2: The prices named herein will be adjusted to the prices in effect at time of shipment.
- Clause 3: The prices named herein are subject to escalation in accordance with manufacturer's standard escalation policy or as otherwise stated in the proposal.
- IX. **SHIPPING DATES** – The time for shipment given herein is approximate and is estimated from the date of receipt of order with complete manufacturing information and approval of drawings as may be necessary. The Seller relies upon the information supplied by various manufacturers and will endeavor to maintain quoted shipment times but the Seller will not be liable for any for any special, indirect or consequential damages arising from delay in shipment, irrespective of the reason therefore.
- X. **CANCELLATION** – The Purchaser may cancel his order only upon written notice and payment to the Seller of reasonable and proper cancellation charges including administrative and engineering expense and loss of profits.
- XI. **RESTOCKING** – No merchandise may be returned to the Seller without its written consent and shipping instructions being first obtained. Restocking charges will be provided upon request for the particular item involved and will be as determined by the equipment manufacturer.



PO Box 909 • Willis, TX 77378
936-756-7721 • 936-756-7723 fax
www.weisingerinc.com

April 20, 2026

City of Sealy
P.O. Box 517
Sealy, TX 77474

Attn: Travis Cochran
Tcochran@ci.sealy.tx.us

Ref: *Well Motor*

Mr. Cochran

As you requested, we are pleased to provide the following quotation which is in accordance with our understanding of your requirements.

Scope of Services Repair Motor Option

- Removal of customers' existing 200 HP VHS motor and installation of rental motor
- Rewind the 200 HP Motor to include:
 - Disassemble, clean and test
 - Clean all parts
 - Rewind stator
 - Sandblast all parts
 - Steam clean, dip and bake stator
 - Varnish treat windings
 - Lathe check rotor
 - Dynamic balance rotor
 - Install new bearings
 - Assemble motor, test run on full voltage
 - Paint motor
- Service technician to remove rental motor and install repaired motor

Total for Scope of Services Outlined Above Less Motor Rental Charge \$31,408.00

Scope of Services New Motor Option

- Removal of customers' existing 200 HP VHS motor and installation of rental motor
- New 200 HP VHS motor.
- Service technician to remove rental motor and install new motor

Total for Scope of Services Outlined Above Less Motor Rental Charge \$59,210.00

- 200 HP Motor rental @ \$500.00 per day (04/18/2026 – Currently Installed)

Thank you for the opportunity to offer you our services as we await your response.

Sincerely,

BJ Alldredge
Weisinger Incorporated

CITY OF SEALY
APPROVED BUDGET
AS OF: OCTOBER 1ST, 2025

56 -WATER & SEWER FUND
WATER

DEPARTMENTAL EXPENDITURES	2022-2023 ACTUAL	2023-2024 ACTUAL	CURRENT BUDGET	2024-2025 YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	2025-2026 PROPOSED BUDGET	APPROVED BUDGET
56-511-52150 Buildings & Grounds Suppli	903	818	6,000	0	0	20,000	20,000
56-511-52220 Electrical Supplies	0	0	0	0	0	0	0
56-511-52230 Tap Installation Costs	19,197	0	25,000	0	0	25,000	25,000
56-511-52240 Chemicals	7,207	11,416	30,000	0	0	35,000	35,000
56-511-52260 Water Meter Supplies	18,705	3,989	73,000	0	0	60,000	60,000
56-511-52280 Motor Vehicle Supplies	387	16,217	1,120	0	0	1,200	1,200
56-511-52320 Minor Tools & Equipment	6,016	7,659	9,200	0	0	9,200	9,200
56-511-52330 Safety Equipment	1,425	3,425	3,200	0	0	1,000	1,000
56-511-53000 Engineering Services	5,033	15,223	20,000	0	0	22,000	22,000
56-511-53010 Auditing & Accounting	4,900	6,700	5,490	0	0	5,025	5,025
56-511-53020 Consultant Services	708	1,867	20,000	0	0	7,000	7,000
56-511-53030 Legal Services	597	0	0	0	0	0	0
56-511-53055 Grant Administration	0	0	0	0	0	0	0
56-511-53090 Contract Labor	0	10,500	21,100	0	0	25,000	25,000
56-511-53200 Electricity	72,353	85,173	90,000	0	0	104,000	104,000
56-511-53210 Telephone	4,165	4,582	6,266	0	0	5,000	5,000
56-511-53270 GPS Service Fees	0	0	0	0	0	0	0
56-511-53280 Radio Transmission Fee Exp	0	4,849	33,600	0	0	35,000	35,000
56-511-53300 Dues & Subscriptions	277	436	1,770	0	0	1,500	1,500
56-511-53310 Travel & Training	2,242	7,566	10,000	0	0	10,000	10,000
56-511-53330 Postage & Shipping	728	844	1,055	0	0	1,200	1,200
56-511-53340 Printing & Binding	797	1,304	2,000	0	0	2,000	2,000
56-511-53360 Public Relations	0	0	2,000	0	0	2,000	2,000
56-511-53390 Gross Receipts Tax	434,042	528,938	650,000	0	0	693,750	693,750
56-511-53400 General Liability Insuranc	10,377	12,262	14,297	0	0	12,410	12,410
56-511-53420 Auto Liability Insurance	5,030	5,083	5,765	0	0	6,146	6,146
56-511-53500 Buildings & Grounds Rep/Ma	245	259	15,000	0	0	15,000	15,000
56-511-53510 Fixed Plant & Equip Rep/Ma	14,867	16,698	100,000	0	0	100,000	100,000
56-511-53540 Motor Vehicles Repairs/Mai	4,832	3,719	10,550	0	0	10,550	10,550
56-511-53560 Heavy Equipment Repairs/Ma	325	4,288	5,275	0	0	10,000	10,000
56-511-53570 Water Well Repairs & Maint	21,147	40,078	50,000	0	0	50,000	50,000
56-511-53580 Radio & Radar Repairs/Main	0	3,966	40,000	0	0	0	0
56-511-53590 Meter Repairs & Maintenan	125	3,317	0	0	0	5,000	5,000
56-511-53610 Water Line Repairs & Maint	22,413	26,675	50,000	0	0	75,000	75,000
56-511-53660 Software Maintenance	195	4,066	0	0	0	2,400	2,400
56-511-53800 Lab Analysis Services	4,691	5,481	10,000	0	0	8,000	8,000
56-511-53900 Building & Land Rentals	0	0	0	0	0	0	0
56-511-53920 Equipment/Vehicle Rentals	9,418	16,789	34,410	0	0	33,000	33,000
56-511-53940 Uniform Rentals	2,391	2,989	4,750	0	0	4,000	4,000
56-511-53960 Copier Rental Fees	311	2,206	5,700	0	0	5,000	5,000
56-511-53990 Other Rentals	2,411	9,281	5,700	0	0	5,000	5,000
56-511-54030 Credit Card Processing Fee	0	0	0	0	0	0	0
56-511-54400 Permit Fees	9,326	9,278	16,000	0	0	13,000	13,000
56-511-54510 RP1162 Notification	0	0	0	0	0	0	0
56-511-55540 Groundwater Conservation F	20,587	24,418	30,000	0	0	35,000	35,000
56-511-55980 Miscellaneous	0	0	0	0	0	0	0
56-511-55990 Bad Debt Expense	61,187	3,131	5,700	0	0	9,000	9,000
56-511-55995 Depreciation Expense	1,382,151	1,095,166	0	0	0	0	0
TOTAL OPERATIONS	2,176,209	2,012,655	1,444,548	0	0	1,495,281	1,495,281

56 -WATER & SEWER FUND
WATER

DEPARTMENTAL EXPENDITURES	2022-2023 ACTUAL	2023-2024 ACTUAL	CURRENT BUDGET	2024-2025 YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	2025-2026 PROPOSED BUDGET	APPROVED BUDGET
511-53400 General Liability InsurancNEXT YEAR NOTES: TMLIRP \$12,410							
511-53420 Auto Liability Insurance NEXT YEAR NOTES: TMLIRP \$6,146							
511-53500 Buildings & Grounds Rep/MaNEXT YEAR NOTES: Silliman water plant building improvements/painting							
511-53510 Fixed Plant & Equip Rep/MaNEXT YEAR NOTES: Replace walmart tower vertical turbine pump. Replace booster pump at Well 7.							
511-53540 Motor Vehicles Repairs/MaINEXT YEAR NOTES: Includes all oil changes, filters, wiper blades, replacement parts, tires, vehicle registration etc. Includes utility trailer tires.							
511-53560 Heavy Equipment Repairs/MaNEXT YEAR NOTES: Includes hoses and fittings for backhoe, trailer parts, batteries for tractors, filters and repair parts for heavy equipment etc.							
511-53570 Water Well Repairs & MaintNEXT YEAR NOTES: For repairs and maintenance on water well.							
511-53610 Water Line Repairs & MaintNEXT YEAR NOTES: For repairs and maintenance of failing existing lines that are aged. A replacement schedule is needed to address these lines in segments.							
511-53660 Software Maintenance NEXT YEAR NOTES: Includes meter reading software and support							
511-53800 Lab Analysis Services NEXT YEAR NOTES: TCFQ required water sample testing etc.							
511-53920 Equipment/Vehicle Rentals NEXT YEAR NOTES: Enterprise Lease Vehicles							
511-54400 Permit Fees NEXT YEAR NOTES: TCFQ Water System Fee, Tier 2 chemical reporting.							
511-55540 Groundwater Conservation FNEXT YEAR NOTES: Ground water conservation fees are based on total volume pumped capacity from wells.							



Account

Fiscal Year

Account Name

General Balance Budget Budget Adjustments History Detail

Account Type

Department

Note

Status

Protected Account

Cash Account Info

Last Check Number

Issued

Projects

Optional None Required

Encumbered

Balance

Pending

Budget Summary

	Annual Budget	Y-T-D Actual	Y-T-D Encumbrance	Reserve	Prior Year Adj	Budget Balance	%
Original	<input type="text" value="100,000"/>	<input type="text" value="7,432"/>	<input type="text" value="0"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="92,568"/>	<input type="text" value="92.56"/>
Current	<input type="text" value="100,000"/>	<input type="text" value="7,432"/>	<input type="text" value="0"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="92,568"/>	<input type="text" value="92.56"/>
Group	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="0"/>	<input type="text" value="0.00"/>

Next Year

Current	<input type="text" value="100,000"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="100,000"/>	<input type="text" value="100.00"/>
Group	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="0"/>	<input type="text" value="0.00"/>

Edit This Record

ITEM #9



AGENDA ITEM NO: 9

Discussion and Possible Action regarding Amending the City of Sealy Boards and Commissions Policy.

SUBMITTED BY: Sandra Vrablec, City Secretary

SPECIAL CITY COUNCIL MEETING DATE: May 7, 2026

STAFF REPORT

The Boards and Commissions Policy establishes a unified framework for the roles, responsibilities, and operations of all advisory bodies within the City. It ensures consistency, transparency, and alignment with City Council's goals while clarifying expectations for Council, staff, and appointed members. By consolidating guidance into a single reference document, the policy supports informed decision-making, long-term planning, and the efficient use of City resources.

Recent updates are necessary due to legislative changes requiring that the Capital Improvement Advisory Committee (CIAC) be composed of members other than the Planning Commission, which previously served in that capacity. Additional revisions include updates to board meeting dates and times, incorporation of the revised Sealy Economic Development Corporation (SEDC) Bylaws, and updates to Parks Board membership eligibility. The document also reflects corresponding ordinance and resolution changes associated with these updates.

At the time this packet was submitted, revisions remain under review by the City Attorney. The proposed amended policy will be provided to the City Council upon receipt or at the meeting. Approval is necessary due to upcoming appointments of new boards and commissions members at the second City Council meeting in May.

Summary of Changes:

Page	Item
14	Meeting Times and Appointed Staff Liaison List
15	Parks Board updates
17	SEDC Bylaw updates
20	CIAC updates
26	Spelling/grammar corrections
27-29	Application form update
31	Spelling/grammar corrections
30-33	Reappointment Application form update
36	Spelling/grammar corrections
37	Parks Board Ordinance Exhibit
42-55	SEDC Bylaws Exhibit
60	CIAC Resolution Exhibit

ITEM #10



CITY COUNCIL AGENDA ITEM NO: 22 Discuss and Possible Action regarding Scheduling of Workshop for Zoning Exploration

MEETING DATE: May 7, 2026

STAFF REPORT

DESCRIPTION

April 21, 2026, City Council inquired if the Kendig Keast Collaborative team would provide dates of availability in July.

The currently identified available date options are summarized below:

Date	Day
July 2, 2026	Thursday
July 9, 2026	Thursday
July 16, 2026	Thursday
July 23, 2026	Thursday
July 30, 2026	Thursday

Staff requests direction from the City Council regarding a preferred date for the workshop. If a specific date is not selected at this meeting, staff requests authorization to continue coordinating with the City Council and relevant participants to finalize the date.

RECOMMENDATION

Direct Staff to coordinate potential dates for Zoning Exploration Workshop.

I. EXECUTIVE SESSION

ITEM #12
REPORTS OR REQUESTS
FROM THE CITY
MANAGER AND
DISCUSSION

**ITEM #13
REPORTS,
ANNOUNCEMENTS, OR
REQUESTS FROM
COUNCILMEMBERS**

J. ADJOURN