



**NOTICE OF REGULAR MEETING
SEALY CITY COUNCIL
W. E. HILL COMMUNITY CENTER
1000 MAIN STREET
SEALY, TX 77474
TUESDAY, SEPTEMBER 1, 2026
6:00 P.M.**

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

A. Call to Order

B. Invocation and Pledges of Allegiance

C. Roll Call and Certification of a Quorum

D. Petition(s) and Public Comments

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

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

F. Proclamation(s)

- Remembrance of 9/11

G. Consent Agenda

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

- Approve the Virgil and Josephine Gordon Memorial Library Agreement
- Accept Transfer of Deed from SEDC to the City of Sealy for the downtown parking lot located at 125 2nd Street
- Approve Interlocal Agreement for Law Enforcement with Austin County, City of Bellville, City of Sealy, Town of San Felipe, City of Wallis, and Sealy ISD
- Accept the Third Quarter Investment Report
- Approve August 4, 2026, Regular Meeting Minutes
- Approve August 18, 2026, Regular Meeting Minutes
- Approve a Professional Service Agreement with Steven Kutra.
- Approve Renewing the Contract for Gas Department Regulatory Compliance Support by Enserv Solutions.

- i) Approve Strand Task Order No. 26-02 for the Downtown Elevated Storage Tank and Ward Bend Road Ground Storage Tank Rehabilitation Project.
- j) Accept a \$1,000 Donation from International Paper for Public Safety
- k) Accept \$2,000 Donation from Councilman Robert W. Necker for Sealy Police Department
- l) Approve Change Order No. 1 for the W. E. Hill Community Center Project, Bathroom Renovation with EP Services.
- m) Approve Strand Associates Change Order No. 1 for the Seventh Street Water Line and Roadway Improvement Project, which includes Water, Sewer, and Sod Restoration work.

H. Business

1. Discussion and Possible Action regarding Public Works Director's recommendation of the Annual Nomination for the Purchase and Sale of Natural Gas.
 - Gas Gate 1 & 2
 - Gas Gate 3
2. Discussion and Possible Action regarding a Resolution of Request for Reduction of TxDOT Speed Limit on FM 2187 between FM 1094 and HWY 36.
3. Discussion and Possible Action regarding the Texas Department of Transportation (TxDOT) State Highway 36 and Loop 350 modification and Construction Project, Scheduled for letting in November 2026, including Consideration of the Removal and/or Relocation of City banner-hanging poles located at South Loop 350.
4. Discussion and Possible Action regarding Amending the Master Fee Schedule Ordinance. (First of two readings)
 - Solid Waste Rates (effective October 1, 2026)

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

- a) **Texas Government Code, Section 551.087, Deliberation regarding Economic Development Negotiations; Closed Meeting.** This chapter does not require a governmental body to conduct an open meeting: (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).
 - **Manufacturing Incentives**

b) 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.

- Manufacturing Incentives
- Interlocal Agreement, Utility Billing, and Lease with Austin County Emergency Service District No. 2

c) Texas Government Code, Section 551.072, Deliberation Regarding Real Property; Closed Meeting: A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

5. Reconvene into regular session and consider action, if any, on items discussed in Executive Session.
6. Discussion and Possible Action regarding Interlocal Agreement, Utility Billing, and Lease with Austin County Emergency Service District No. 2 (ESD 2).
7. 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,

the United States of America was brutally attacked on our own soil on September 11, 2001, through a senseless and cowardly act of terrorism; and

Whereas,

innocent people were killed and injured, and our citizenry was threatened as a result of these horrific acts; and

Whereas,

the death and destruction did not weaken the spirit of the American people, but instead, it united our citizenry and resulted in public and private expressions of heroism, compassion, and patriotism; and

Whereas,

we salute those who responded to the tragic events with their courage and selfless determination, resources, and skill, and in some instances, their lives;

Now therefore, be it resolved that the City Council of the City of Sealy proclaims September 11th as a day to remember and reflect on the tragedies that occurred twenty-four years ago; and that the citizens of Sealy, in honor of the individual and collective victims of September 11th, observe a moment of silence at Noon on September 11th; and be it further

Resolved, that we proudly proclaim the liberties, freedoms, and privileges that we, as citizens of the United States have been granted; and that we work to preserve democracy as it exists in this great nation standing strong together in our commitment to end terrorism; not letting the losses our country suffered on September 11th be in vain, but rather that we dedicate our time, talents and energy to service of our country and of each other in hopes of creating the "stronger, more perfect union" envisioned by our nation's founders.

Signed this 1st day of September 2026.

Carolyn Bilski

Carolyn Bilski, Mayor



G. CONSENT AGENDA

a)



AGENDA ITEM NO: _____

SUBMITTED BY: Mike Barrow, Assistant City Manager

MEETING DATE: September 1, 2026

STAFF REPORT

DESCRIPTION

Consent Agenda: Approve the Virgil and Josephine Gordon Memorial Library Agreement.

ANALYSIS

Nothing of substance changes with the Agreement. The Agreement has worked well and the only changes are the dates of reporting and payments from the City to the Library.

RECOMMENDATION

Approve.

FINANCIAL IMPACTS

\$20,000.

LIBRARY SERVICES AGREEMENT

THE STATE OF TEXAS §

COUNTY OF AUSTIN §

This agreement (the "Agreement") is entered into by and between the City of Sealy, Texas, a political subdivision of the State of Texas, hereinafter referred to as "CITY", and the Virgil and Josephine Gordon Memorial Library, a Texas non-profit corporation, located at 917 North Circle Drive, Sealy, Texas, hereinafter referred to as "LIBRARY."

WHEREAS, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. This Agreement is effective as of October 1, ~~2025~~ 2026. The term of this Agreement shall be for one (1) year beginning on October 1, ~~2025~~ 2026, and ending on September 30, ~~2026~~ 2027.
2. The LIBRARY, being an established library, agrees to furnish free library services to all citizens of the CITY for the term of this Agreement. In consideration thereof, the CITY agrees to contribute to the LIBRARY not to exceed the sum of \$20,000.00, payable in four installments of \$5,000.00 each as needed, at the following schedule and after the Finance Director receives the Quarterly Financial Reports for that quarter:

Quarterly Financial Report Schedule

On or before October 15, ~~2025~~ 2026

On or before January 15, ~~2026~~ 2027

On or before April 15, ~~2026~~ 2027

On or before July 15, ~~2026~~ 2027

Payment Schedule

October 30, ~~2025~~ 2026

January 30, ~~2026~~ 2027

April 30, ~~2026~~ 2027

July 30, ~~2026~~ 2027

3. The LIBRARY agrees to be open to the public during hours that are convenient to the public for a minimum of 32 hours per week.

4. This Agreement may be terminated at any time by either party by giving written notice of such intentions three (3) months in advance of such termination. If the CITY does not have funds to pay for the funding provided in the Agreement, then the CITY shall terminate this Agreement and shall not be required to provide any funding to the LIBRARY.

5. Except as provided for herein, all costs, expenses, and accounts incurred in the operation and maintenance of the LIBRARY, and all other costs, expenses, and accounts incident to the LIBRARY, shall be paid by the LIBRARY, and the CITY shall not be held liable therefore or for any debts of the LIBRARY.

6. The CITY shall not be held liable to the LIBRARY'S employees, patrons, or visitors, for any damage to person or property that might arise at or be incidental to the operation of the LIBRARY facilities, and the LIBRARY agrees to indemnify, defend and hold the CITY harmless from any and all claims arising in connection with the operation of such facilities.

7. The LIBRARY agrees to furnish to the CITY a copy of the LIBRARY'S annual report as required by the Texas State Library and Archives Commission on or before June 1, ~~2026~~ 2027.

8. The LIBRARY agrees to furnish to the CITY a copy of the LIBRARY'S annual budget by December 30 of each year.

9. The LIBRARY agrees to provide its semi-annual reports to the CITY during its regular monthly City Council meetings for the months of April ~~2026~~ 2027 and October ~~2026~~ 2027. This report shall include updates on activities and future plans for the LIBRARY.

10. The CITY and the LIBRARY agree that they will engage in informal communication with respect to this Agreement including phone calls and emails. All reports required in the Agreement shall be emailed to the City contacts below.

Mayor Carolyn Bilski – cbilski@ci.sealy.tx.us

Kimbra Hill – khill@ci.sealy.tx.us

Natalie Tiemann – ntiemann@ci.sealy.tx.us

Accounts Payable - AP@ci.sealy.tx.us

11. The City Council finds that the funding provided for in this Agreement meets a public purpose.

Signed this _____ day of _____ 2025 ~~2025~~ 2026.

THE VIRGIL AND JOSEPHINE GORDON
MEMORIAL LIBRARY FOUNDATION

President

CITY OF SEALY, TEXAS

Carolyn Bilski, Mayor

ATTEST:

Sandra Vrabec, City Secretary

LIBRARY SERVICES AGREEMENT

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6. The CITY shall not be held liable to the LIBRARY'S employees, patrons, or visitors, for any damage to person or property that might arise at or be incidental to the operation of the LIBRARY facilities, and the LIBRARY agrees to indemnify, defend and hold the CITY harmless from any and all claims arising in connection with the operation of such facilities.

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Natalie Tiemann – ntiemann@ci.sealy.tx.us

Accounts Payable - AP@ci.sealy.tx.us

11. The City Council finds that the funding provided for in this Agreement meets a public purpose.

Signed this _____ day of _____ 2026.

THE VIRGIL AND JOSEPHINE GORDON
MEMORIAL LIBRARY FOUNDATION

President

CITY OF SEALY, TEXAS

Carolyn Bilski, Mayor

ATTEST:

Sandra Vrabec, City Secretary

b)



SEALY EDC BOARD AGENDA ITEM NO: b) Accept Transfer of Deed from the Sealy Economic Development Corporation to the City of Sealy for the downtown parking lot located at 125 2nd Street

MEETING DATE: August 25, 2026

STAFF REPORT

DESCRIPTION

At its August 25 meeting, the Sealy Economic Development Corporation approved a General Warranty Deed transferring ownership of the downtown parking-lot property located at 125 2nd Street from the Sealy Economic Development Corporation (SEDC) to the City of Sealy.

The attached deed identifies SEDC as Grantor and the City of Sealy, Texas, as Grantee. The property is described as approximately 0.087 acres, more particularly described in Exhibit A to the deed.

The proposed conveyance includes SEDC's rights, title, and interests in improvements, fixtures, appurtenant easements, and rights-of-way affecting the property, subject to validly existing recorded encumbrances, conditions, and restrictions.

ANALYSIS

The proposed transfer would place ownership of the downtown parking lot with the City, consistent with the property's municipal downtown parking function. The deed provides for nominal consideration of \$10.00 and other good and valuable considerations.

FINANCIAL IMPACT

The deed states consideration of \$10.00. Based on the materials provided, the transfer would not generate material cash revenue for SEDC.

The transfer would remove the property from SEDC ownership and place it with the City.

RECOMMENDATION

Staff recommends the City Council accept the General Warranty Deed transferring the approximately 0.087-acre downtown parking-lot property at 125 2nd Street to the City of Sealy for the stated consideration of \$10.00 and other good and valuable considerations.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

STATE OF TEXAS

§

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF AUSTIN

§

THAT THE UNDERSIGNED, **SEALY ECONOMIC DEVELOPMENT CORPORATION** ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD and CONVEYED and does hereby GRANT, SELL and CONVEY, unto The **CITY OF SEALY**, Texas, a Home-rule municipality ("Grantee"), that certain tract of land being 0.087 acres, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, together with all of Grantor's rights, titles, and interests in and to all improvements located on such land and all fixtures and other property affixed thereto and any and all appurtenant easements or rights-of-way affecting the land and any of Grantor's rights to use same (such land, easement estates, fixtures, rights-of-way, and improvements being collectively referred to as the "Property").

This conveyance is made subject to any and all validly existing encumbrances, conditions and restrictions, relating to the hereinabove described Property as now reflected in the records of the County Clerk of Austin County, Texas.

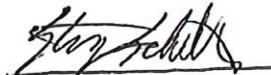
TO HAVE AND TO HOLD the hereinabove described Property, together with all and singular the rights and appurtenances pertaining thereto, unto Grantee and Grantee's successors, assigns, heirs, executors, administrators, and legal representatives forever, and Grantor does hereby bind itself and its successors, assigns, heirs, executors, administrators, and legal representatives to WARRANT AND FOREVER DEFEND the Property, unto Grantee and Grantee's successors, assigns, heirs, executors, administrators, and legal representatives against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED on the 25th day of August, 2026.

GRANTOR:

By: Sealy Economic Development Corporation

Name: Sterling Schiller



Title: President

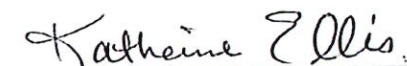
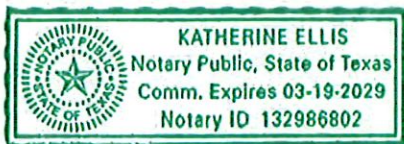
STATE OF TEXAS

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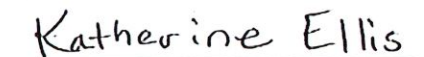
COUNTY OF AUSTIN

The foregoing instrument was acknowledged before me this 25th day of August, 2026
by Sterling Schiller, President of the Sealy Economic Development Corporation for and on behalf
of said Economic Development Corporation.

My Commission expires: 03.19.29



NOTARY PUBLIC



PRINTED NAME OF NOTARY

After Recording, Please Return to:
Timothy Kirwin, EDC Attorney
9211 Campbell Road
Houston, Texas 77080

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND CONSISTING OF 0.087 ACRES (3800.55Q. FT.) AND BEING A PORTION OF LOTS 18, 19 AND 20 OF BLOCK 28 OF THE CITY OF SEALY, RECORDED IN VOLUME "X", PAGE 6 OF THE DEED RECORDS OF AUSTIN COUNTY, TEXAS, SAN FELIPE DE AUSTIN TOWN TRACT, A-5, AUSTIN COUNTY, TEXAS. SUBJECT TRACT BEING THE CALLED 3801 SQ. FT. TRACT DESCRIBED IN DEED TO HAVERLAH & COMPANY, LLC, RECORDED IN FILE# 210214 OF THE OFFICIAL RECORDS OF AUSTIN COUNTY, TEXAS (BETTER DESCRIBED IN FILE# 161073 O.R.A.C.T.), BUT THE TRACT OF LAND SHOWN/DESCRIBED HEREON HAS A DIFFERENT CONFIGURATION, THUS DIFFERENT CORNERS THAN THE TRACT DESCRIBED IN DEED FROM ZIPPY'S PLACE, INC. TO HAVERLAH & COMPANY, LLC, RECORDED IN FILE# 210214 O.R.A.C.T. THIS TRACT'S CONFIGURATION AND CORNERS ARE BASED UPON A SURVEY OF THE ENTIRE BLOCK 28 WITH IT'S RELATIONSHIP WITH BLOCKS 27, 31, 29 AND THE RAILROAD RIGHT-OF-WAY OF THE OLD GULF, COLORADO & SANTA FE RAILWAY AS SHOWN ON THE CITY OF SEALY PLAT, RECORDED IN VOLUME "X", PAGE 6 D.R.A.C.T. AND THAT TRACT CONVEYED FROM GULF, COLORADO & SANTA FE RAILWAY COMPANY TO FRANK RUSS, RECORDED IN VOLUME 184, PAGE 547 D.R.A.C.T. SAID TRACT CONSISTING OF 0.087 ACRES AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD SET AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF 2ND STREET (CALLED 80' R.O.W.) AND THE WEST RIGHT-OF-WAY OF THE 20 FT. ALLEY WHICH RUNS IN BLOCK 28 FOR THE SOUTHEAST CORNER OF LOT 20 OF BLOCK 28 AND THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT. FROM SAID ROD, A 1/2" IRON ROD SET AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF 2ND STREET AND THE EAST LINE OF SAID 20 FT. ALLEY, BRS. N 76° 13' 25" E, 20.00 FT., THE SOUTHWEST CORNER OF BLOCK 28, THE SAME BEING THE SOUTHWEST CORNER OF LOT 20 OF BLOCK 28, BRS. S 76° 13' 25" W, 140.00 FT. AND AN IRON ROD FOUND WITH A FRANK SURVEYING CAP, FOR THE SOUTHEAST CORNER OF THE 3801 SQ. FT. TRACT, BRS. N 74° 35' W, 2.1 FT.;

THENCE S 76° 13' 25" W, WITH THE NORTH RIGHT-OF-WAY OF 2ND STREET, A DISTANCE OF 50.00 FT. TO A POINT ON THE NORTH EDGE OF A CONCRETE WATER METER BOX FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT. FROM SAID POINT, 1/2" IRON RODS SET WITH ORANGE REFERENCE CAP MKD. "AS - REF PT", BRS. N 76° 13' 25" E, 5.00 FT. AND N 13° 46' 35" W, 5.00 FT. AND AN AXLE FOUND AND USED IN THE SURVEY OF THE 3801 SQ. FT. TRACT, BRS. S 80° 56" W, 1.8 FT.;

THENCE N 13° 46' 35" W, WITH THE EAST LINE OF THE CALLED 2700 SQ. FT. TRACT DESCRIBED IN DEED TO APOSTOLIC REVIVAL TEMPLE, INC., RECORDED IN FILE# 031469 O.R.A.C.T. AND THE CALLED 5,104 SQ. FT. TRACT DESCRIBED IN DEED TO THE APOSTOLIC REVIVAL TEMPLE, INC., RECORDED IN FILE# 036802 O.R.A.C.T. AND PASSING AT 30.2 FT. AND LEFT 0.6 FT., A 3/4" IRON ROD FOUND AND CONTINUING, A TOTAL DISTANCE OF 81.34 FT. TO A 1/2" IRON ROD SET ON THE CURVED SOUTH LINE OF THAT TRACT DESCRIBED IN DEED TO ANT PROPERTIES, LLC, RECORDED IN FILE# 991688 O.R.A.C.T., THE SAME BEING THE COMMON DESCRIBED LINE TO FRANK RUSS, RECORDED IN VOLUME 184, PAGE 547 D.R.A.C.T. FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT. FROM SAID ROD, AN IRON ROD FOUND WITH A FRANK SURVEYING CAP FOR THE CALLED NORTHWEST CORNER OF THE 3801 SQ. FT. TRACT, BRS. S 81° 24' W, 3.5 FT.;

THENCE WITH THE CURVED SOUTH LINE OF THAT ANT PROPERTIES, LLC TRACT, RECORDED IN FILE# 991688 O.R.A.C.T. AND THE CALLED LINE DESCRIBED IN VOLUME 184, PAGE 547 D.R.A.C.T. AND SAID LINE BEING A CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 05° 44' 57", ARC LENGTH OF 51.34 FT., RADIUS OF 511.60 FT. AND CHORD BRS. N 89° 13' 07" E, 51.31 FT. TO A 1/2" IRON ROD SET ON THE WEST LINE OF THE 20 FT. ALLEY OF BLOCK 28 AND BEING THE NORTH EAST CORNER OF THE HEREIN DESCRIBED TRACT. FROM SAID ROD, AN IRON ROD FOUND WITH A FRANK SURVEYING CAP, FOR THE CALLED NORTHEAST CORNER OF THE 3801 SQ. FT. TRACT, BRS. N 87° 52' W, 3.5 FT.;

THENCE S 13° 46' 35" E, WITH THE WEST LINE OF SAID ALLEY, A DISTANCE OF 69.80 FT. TO THE PLACE OF BEGINNING AND CONTAINING 0.087 ACRES OR 3800.5 SQ. FT.

c)



AGENDA ITEM NO:___

Discussion and Possible Action to Approval of Austin County Interlocal Agreement for Law Enforcement Services.

SUBMITTED BY: Russell Grimes, Chief of Police

MEETING DATE: September 1st, 2026

STAFF REPORT

DESCRIPTION

To request City Council approval of the Interlocal Agreement between the City of Sealy, Austin County, the City of Bellville, Town of San Felipe, City of Wallis, and Sealy Independent School District for mutual law enforcement assistance within Austin County.

BACKGROUND

Chapter 791 of the Texas Government Code authorizes local governmental entities to enter into interlocal agreements for the performance of governmental functions and services. The proposed agreement establishes a framework allowing participating law enforcement agencies within Austin County to cooperate and provide mutual assistance when additional law enforcement resources are needed.

Under the agreement, participating jurisdictions may make personnel, equipment, and other resources available to one another for legitimate law enforcement purposes. Officers providing assistance remain employees of their respective jurisdiction and retain the powers, duties, rights, privileges, and immunities applicable to their employment. The agreement further provides that officers remain subject to the policies and direction of their employing agency while providing assistance.

The agreement is intended to improve coordination and allow participating agencies to efficiently share law enforcement resources throughout Austin County when circumstances require assistance beyond the normal resources of an individual jurisdiction.

Officers performing law enforcement functions outside their employing jurisdiction are required to notify the appropriate Sheriff, Chief of Police, or designee of the jurisdiction in which the activity occurred and are responsible for preparing reports documenting their activity.

The agreement becomes effective **December 1, 2026**, and continues for twelve months through **November 30, 2027**. The agreement may be terminated without cause upon thirty days' written notice to the other participating parties.

FISCAL IMPACT

There is no direct payment or contractual fee associated with participation in the agreement.

RECOMMENDATION

Staff recommends approval of the Austin County Interlocal Agreement for Law Enforcement Services.

INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT

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

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

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

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

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

ARTICLE I **Scope of Services**

1.1 Services in General:

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

1.2 Standard of Services:

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

1.3 Specific Service:

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

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

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

ARTICLE II

Remuneration

2.01 Reimbursement for Services:

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

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

ARTICLE III

Liability

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

costs incurred.

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

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

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

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

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

ARTICLE IV

Time of Performance

4.01 It is expressly understood and agreed that the terms of this Agreement shall become effective on December 1, 2026, and shall continue for a term of twelve (12) months through November 30, 2027.

ARTICLE V

Termination

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

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

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

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

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

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

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

County of Austin
1 East Main Street
Bellville, Texas 77418
Attention: Judge & Sheriff

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

ARTICLE VI

Laws, Statutes and Ordinances

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

ARTICLE VII

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

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

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

SIGNED on the _____ day of _____, 2026, by order of City Council of
Sealy.

Signature: _____
Mayor of Sealy

INTERLOCAL AGREEMENT FOR
LAW ENFORCEMENT SIGNATURE PAGE
COUNTY of AUSTIN

SIGNED on 10th day of August, 2026, by order of Commissioners Court of
Austin County.

County of Austin

By:



Tim Lapham
County Judge

d)



CONSENT AGENDA:

Accept the Third Quarter Investment Report

SUBMITTED BY: Jennifer Matura, Finance/HR Director

MEETING DATE: September 1st, 2026

STAFF REPORT

SUMMARY

The Texas Public Funds Investment Act (Chapter 2256, Texas Government Code) requires the City's Investment Officers to prepare and submit a written report of investment transactions and portfolio activity to the governing body on a quarterly basis. The attached Quarterly Investment Report presents the City's investment position for the quarter ending June 30, 2026.

As of June 30, 2026, the City's total investment portfolio was \$62,936,029.94, compared with \$63,032,263.75 at March 31, 2026. The City earned \$428,701.54 in investment income during the quarter, bringing fiscal year-to-date investment earnings to \$1,294,557.30.

The portfolio continues to be managed with an emphasis on safety of principal, and liquidity to meet the City's operating and capital needs.

The Investment Officers have certified that the City's investment portfolio is in compliance with the Texas Public Funds Investment Act and the investment policy and strategy approved by the City Council.

FUND 56 – WATER & SEWER FUND

The Fund 56 (Water & Sewer Fund) Claim on Pooled Cash changed significantly during the quarter, from a negative \$610,429.10 as of March 31, 2026, to a positive \$4,560,042.84 as of June 30, 2026. The balances reported for each fund represents that fund's Claim on Pooled Cash rather than a separate bank balance. The City pools cash for operating and investment purposes through the General Operating Account, Special Account, TexPool Pooled Investment Account, and TexStar Pooled Investment Account. Each fund also receives the interest earned on any bank accounts maintained specifically for that fund. Interest earned on pooled accounts is posted monthly and

allocated among participating funds based on each fund's Claim on Pooled Cash at the end of the month in which the interest was earned.

During the fiscal year, staff noted that investment interest allocated to Fund 56 had been steadily decreasing. A detailed review determined that certain FY2024 and FY2025 audit adjusting entries related to the allocation of annual debt service contributions used transfer general ledger accounts that are configured in Incode to automatically generate entries to Claim on Pooled Cash. Although the audit entries were not intended to affect pooled cash, the system-generated entries had the effect of making Fund 56's debt service contributions appear to have been recorded twice for purposes of pooled cash. After consultation with the auditors, staff established new "Transfers – BWC" accounts that are not linked to the automatic pooled cash process and used those accounts to reverse and correct the unintended system-generated pooled cash activity. This correction resulted in the substantial increase in Fund 56's Claim on Pooled Cash reflected at June 30, 2026.

Because pooled investment interest is allocated based on month-end Claim on Pooled Cash, the correction also required the related interest allocations to be recalculated. For purposes of the June 30, 2026 report, staff reversed and reposted the pooled interest allocations for April, May, and June 2026 using the corrected Fund 56 pooled cash balances. Staff also reversed and recalculated the pooled interest allocations for October 2025 through March 2026; those corrected entries were posted effective July 1, 2026. Accordingly, the next quarterly investment report will reflect a significant increase in Fund 56 investment earnings associated with correction. These adjustments correct the pooled cash and related interest allocation records. They do not represent new cash receipts or additional debt service payments by Fund 56.

FINANCIAL IMPACT

Investment earnings totaled \$428,701.54 for the quarter and \$1,294,557.30 fiscal year-to-date. The quarter-end report also reflects corrections to Fund 56 pooled cash and the related April through June 2026 pooled interest allocations. Corrected pooled interest for October 2025 through March 2026 was posted effective July 1, 2026 and will be reflected in the next quarterly investment report.

RECOMMENDATION

Staff recommends that the City Council accept the Quarterly Investment Report for the quarter ending June 30, 2026.



CITY OF SEALY, TEXAS

INVESTMENT REPORT

FOR THE QUARTER ENDED JUNE 30, 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.

A handwritten signature in blue ink, appearing to read "Jennifer Matura", written over a horizontal line.

Jennifer Matura, Investment Officer

A handwritten signature in blue ink, appearing to read "Natalie Tiemann", written over a horizontal line.

Natalie Tiemann, Investment Officer

CITY OF SEALY, TEXAS
INVESTMENT PORTFOLIO BY FUND
FOR THE QUARTER ENDED JUNE 30, 2026

	BALANCE AS OF 03/31/2026	BALANCE AS OF 6/30/2026	QUARTER-TO-DATE INTEREST EARNED	FISCAL-YEAR-TO-DATE INTEREST EARNED
General Fund	\$ 8,769,018.11	\$ 8,598,843.01	\$ 62,432.79	\$ 167,221.73
Hotel/Motel Occupancy Tax Fund	\$ 758,577.91	\$ 783,789.21	\$ 5,724.94	\$ 18,732.34
Police Donations Fund	\$ 69,536.65	\$ 63,737.61	\$ 474.85	\$ 1,532.17
State LEOSE Allocations Fund	\$ 15,492.57	\$ 10,754.30	\$ 85.48	\$ 281.23
PEG Franchise Fees Fund	\$ 36,768.87	\$ 38,637.51	\$ 278.93	\$ 882.02
Municipal Court Technology Fund	\$ 21,148.87	\$ 20,316.54	\$ 146.67	\$ 497.83
Time Payment Reimb Fee Fund	\$ 44,632.65	\$ 45,444.75	\$ 327.18	\$ 1,054.75
Municipal Court Bldg Security Fund	\$ 238,235.30	\$ 231,922.41	\$ 1,695.27	\$ 5,631.83
Child Safety Fund	\$ 13,782.54	\$ 13,958.19	\$ 100.65	\$ 325.21
Park Land Dedication Fund	\$ 95,298.72	\$ 95,991.72	\$ 693.00	\$ 2,256.11
Local Youth Diversion Fund	\$ 119,408.69	\$ 123,595.02	\$ 884.78	\$ 2,789.49
Municipal Jury Fund	\$ 1,476.28	\$ 1,460.93	\$ 10.62	\$ 33.78
Chapter 59 Forfeited Property Fund	\$ 84,178.54	\$ 93,807.63	\$ 678.84	\$ 2,152.24
TIRZ #2 Tax Increment Fund	\$ 122,915.33	\$ 123,809.17	\$ 893.84	\$ 2,909.93
PID #1 Assessment Fund	\$ 44,676.46	\$ 45,744.20	\$ 327.74	\$ 682.87
Sealy Development Authority	\$ -	\$ -	\$ -	\$ -
Economic Development Sales Tax Fund	\$ 3,672,394.97	\$ 3,961,801.53	\$ 23,832.49	\$ 68,601.95
Municipal Drainage Utility Fund	\$ 710,193.14	\$ 753,258.26	\$ 5,348.12	\$ 16,681.36
Debt Service Fund	\$ 2,436,711.40	\$ 2,505,914.56	\$ 13,964.64	\$ 26,209.62
Downtown Revitalization Fund	\$ 2,600.39	\$ 2,619.31	\$ 18.92	\$ 61.58
American Rescue Plan Act Fund	\$ 4,405.55	\$ 4,437.58	\$ 32.03	\$ (90.92)
Drainage Remediation Fund	\$ -	\$ -	\$ -	\$ -
Water & Sewer Fund	\$ (610,429.10)	\$ 4,560,042.84	\$ 30,928.11	\$ 18,451.64
2022 COs Construction Fund	\$ 12,603,187.24	\$ 10,459,457.65	\$ 78,325.77	\$ 319,769.07
Developer Deposits Fund	\$ 61,190.52	\$ 61,190.52	\$ -	\$ -
Water Impact Fees Fund	\$ 1,289,802.84	\$ 1,430,125.82	\$ 10,158.48	\$ 29,067.43
Sewer Impact Fees Fund	\$ 1,245,696.30	\$ 1,353,662.19	\$ 9,581.89	\$ 28,602.18
Water Utility Deposits Fund	\$ 248,894.15	\$ 254,074.15	\$ 1,817.36	\$ 5,647.25
Gas Fund	\$ 3,273,366.70	\$ 3,593,781.16	\$ 25,990.09	\$ 75,532.71
Gas Utility Deposits Fund	\$ 474,680.00	\$ 474,540.00	\$ 3,633.94	\$ 11,291.65
Solid Waste Fund	\$ 52,184.75	\$ 133,630.22	\$ 915.40	\$ (30.87)
Self-Insurance Fund	\$ (20,223.26)	\$ -	\$ -	\$ -
Donation Fund	\$ 19,395.09	\$ 19,536.13	\$ 141.04	\$ 484.88
2025 COs Construction Fund	\$ 20,535,212.51	\$ 20,497,946.76	\$ 148,883.95	\$ 486,301.94
Opioid Grant Fund	\$ 15,798.47	\$ 15,388.90	\$ 113.64	\$ 352.82
Local Youth Diversion Admin Fee Fund	\$ 457.00	\$ 761.78	\$ 4.78	\$ 10.31
Consolidated Security & Tech Fund	\$ 24,211.19	\$ 30,583.50	\$ 206.54	\$ 503.29
FEMA WP & LS	\$ -	\$ 329,895.31	\$ -	\$ -
Special Events Fund	\$ 6,712.74	\$ 6,761.51	\$ 48.77	\$ 116.51
Grand Total	\$ 63,032,263.75	\$ 62,936,029.94	\$ 428,701.54	\$ 1,294,557.30

CITY OF SEALY, TEXAS
INVESTMENT PORTFOLIO BY FUND CATEGORY
FOR THE QUARTER ENDED JUNE 30, 2026

	BALANCE AS OF 03/31/2026	BALANCE AS OF 6/30/2026	QUARTER-TO-DATE INTEREST EARNED	FISCAL-YEAR-TO- DATE INTEREST EARNED
Governmental Funds				
2022 COs Construction Fund	\$ 12,603,187.24	\$ 10,459,457.65	\$ 78,325.77	\$ 319,769.07
American Rescue Plan Act Fund	\$ 4,405.55	\$ 4,437.58	\$ 32.03	\$ (90.92)
Chapter 59 Forfeited Property Fund	\$ 84,178.54	\$ 93,807.63	\$ 678.84	\$ 2,152.24
Child Safety Fund	\$ 13,782.54	\$ 13,958.19	\$ 100.65	\$ 325.21
Debt Service Fund	\$ 2,436,711.40	\$ 2,505,914.56	\$ 13,964.64	\$ 26,209.62
Developer Deposits Fund	\$ 61,190.52	\$ 61,190.52	\$ -	\$ -
Downtown Revitalization Fund	\$ 2,600.39	\$ 2,619.31	\$ 18.92	\$ 61.58
Drainage Remediation Fund	\$ -	\$ -	\$ -	\$ -
Economic Development Sales Tax Fund	\$ 3,672,394.97	\$ 3,961,801.53	\$ 23,832.49	\$ 68,601.95
General Fund	\$ 8,769,018.11	\$ 8,598,843.01	\$ 62,432.79	\$ 167,221.73
Hotel/Motel Occupancy Tax Fund	\$ 758,577.91	\$ 783,789.21	\$ 5,724.94	\$ 18,732.34
Local Youth Diversion Fund	\$ 119,408.69	\$ 123,595.02	\$ 884.78	\$ 2,789.49
Municipal Court Bldg Security Fund	\$ 238,235.30	\$ 231,922.41	\$ 1,695.27	\$ 5,631.83
Municipal Court Technology Fund	\$ 21,148.87	\$ 20,316.54	\$ 146.67	\$ 497.83
Municipal Drainage Utility Fund	\$ 710,193.14	\$ 753,258.26	\$ 5,348.12	\$ 16,681.36
Municipal Jury Fund	\$ 1,476.28	\$ 1,460.93	\$ 10.62	\$ 33.78
Park Land Dedication Fund	\$ 95,298.72	\$ 95,991.72	\$ 693.00	\$ 2,256.11
PEG Franchise Fees Fund	\$ 36,768.87	\$ 38,637.51	\$ 278.93	\$ 882.02
PID #1 Assessment Fund	\$ 44,676.46	\$ 45,744.20	\$ 327.74	\$ 682.87
Police Donations Fund	\$ 69,536.65	\$ 63,737.61	\$ 474.85	\$ 1,532.17
Sealy Development Authority	\$ -	\$ -	\$ -	\$ -
State LEOSE Allocations Fund	\$ 15,492.57	\$ 10,754.30	\$ 85.48	\$ 281.23
Time Payment Reimb Fee Fund	\$ 44,632.65	\$ 45,444.75	\$ 327.18	\$ 1,054.75
TIRZ #2 Tax Increment Fund	\$ 122,915.33	\$ 123,809.17	\$ 893.84	\$ 2,909.93
Donation Fund	\$ 19,395.09	\$ 19,536.13	\$ 141.04	\$ 484.88
2025 COs Construction Fund	\$ 20,535,212.51	\$ 20,497,946.76	\$ 148,883.95	\$ 486,301.94
Opioid Grant Fund	\$ 15,798.47	\$ 15,388.90	\$ 113.64	\$ 352.82
Local Youth Diversion Admin Fee Fund	\$ 457.00	\$ 761.78	\$ 4.78	\$ 10.31
Consolidated Security & Tech Fund	\$ 24,211.19	\$ 30,583.50	\$ 206.54	\$ 503.29
FEMA WP & LS	\$ -	\$ 329,895.31	\$ -	\$ -
Special Events Fund	\$ 6,712.74	\$ 6,761.51	\$ 48.77	\$ 116.51
Governmental Funds Total	\$ 57,078,291.37	\$ 51,136,173.56	\$ 345,676.27	\$ 1,125,995.31
Proprietary Funds				
Gas Fund	\$ 3,273,366.70	\$ 3,593,781.16	\$ 25,990.09	\$ 75,532.71
Gas Utility Deposits Fund	\$ 474,680.00	\$ 474,540.00	\$ 3,633.94	\$ 11,291.65
Self-Insurance Fund	\$ (20,223.26)	\$ -	\$ -	\$ -
Sewer Impact Fees Fund	\$ 1,245,696.30	\$ 1,353,662.19	\$ 9,581.89	\$ 28,602.18
Solid Waste Fund	\$ 52,184.75	\$ 133,630.22	\$ 915.40	\$ (30.87)
Water & Sewer Fund	\$ (610,429.10)	\$ 4,560,042.84	\$ 30,928.11	\$ 18,451.64
Water Impact Fees Fund	\$ 1,289,802.84	\$ 1,430,125.82	\$ 10,158.48	\$ 29,067.43
Water Utility Deposits Fund	\$ 248,894.15	\$ 254,074.15	\$ 1,817.36	\$ 5,647.25
Proprietary Funds Total	\$ 5,953,972.38	\$ 11,799,856.38	\$ 83,025.27	\$ 168,561.99
Grand Total	\$ 63,032,263.75	\$ 62,936,029.94	\$ 428,701.54	\$ 1,294,557.30

CITY OF SEALY, TEXAS
INVESTMENT PORTFOLIO BY FUND TYPE
FOR THE QUARTER ENDED JUNE 30, 2026

	BALANCE AS OF 03/31/2026	BALANCE AS OF 6/30/2026	QUARTER-TO-DATE INTEREST EARNED	FISCAL-YEAR-TO-DATE INTEREST EARNED
General Funds				
Developer Deposits Fund	\$ 61,190.52	\$ 61,190.52	\$ -	\$ -
General Fund	\$ 8,769,018.11	\$ 8,598,843.01	\$ 62,432.79	\$ 167,221.73
PEG Franchise Fees Fund	\$ 36,768.87	\$ 38,637.51	\$ 278.93	\$ 882.02
Police Donations Fund	\$ 69,536.65	\$ 63,737.61	\$ 474.85	\$ 1,532.17
State LEOSE Allocations Fund	\$ 15,492.57	\$ 10,754.30	\$ 85.48	\$ 281.23
Donation Fund	\$ 19,395.09	\$ 19,536.13	\$ 141.04	\$ 484.88
Opioid Grant Fund	\$ 15,798.47	\$ 15,388.90	\$ 113.64	\$ 352.82
General Funds Total	\$ 8,987,200.28	\$ 8,808,087.98	\$ 63,526.73	\$ 170,754.85
Special Revenue Funds				
American Rescue Plan Act Fund	\$ 4,405.55	\$ 4,437.58	\$ 32.03	\$ (90.92)
Chapter 59 Forfeited Property Fund	\$ 84,178.54	\$ 93,807.63	\$ 678.84	\$ 2,152.24
Child Safety Fund	\$ 13,782.54	\$ 13,958.19	\$ 100.65	\$ 325.21
Economic Development Sales Tax Fund	\$ 3,672,394.97	\$ 3,961,801.53	\$ 23,832.49	\$ 68,601.95
Hotel/Motel Occupancy Tax Fund	\$ 758,577.91	\$ 783,789.21	\$ 5,724.94	\$ 18,732.34
Local Youth Diversion Fund	\$ 119,408.69	\$ 123,595.02	\$ 884.78	\$ 2,789.49
Municipal Court Bldg Security Fund	\$ 238,235.30	\$ 231,922.41	\$ 1,695.27	\$ 5,631.83
Municipal Court Technology Fund	\$ 21,148.87	\$ 20,316.54	\$ 146.67	\$ 497.83
Municipal Drainage Utility Fund	\$ 710,193.14	\$ 753,258.26	\$ 5,348.12	\$ 16,681.36
Municipal Jury Fund	\$ 1,476.28	\$ 1,460.93	\$ 10.62	\$ 33.78
Park Land Dedication Fund	\$ 95,298.72	\$ 95,991.72	\$ 693.00	\$ 2,256.11
PID #1 Assessment Fund	\$ 44,676.46	\$ 45,744.20	\$ 327.74	\$ 682.87
Sealy Development Authority	\$ -	\$ -	\$ -	\$ -
Time Payment Reimb Fee Fund	\$ 44,632.65	\$ 45,444.75	\$ 327.18	\$ 1,054.75
TIRZ #2 Tax Increment Fund	\$ 122,915.33	\$ 123,809.17	\$ 893.84	\$ 2,909.93
Local Youth Diversion Admin Fee Fund	\$ 457.00	\$ 761.78	\$ 4.78	\$ 10.31
Consolidated Security & Tech Fund	\$ 24,211.19	\$ 30,583.50	\$ 206.54	\$ 503.29
FEMA WP & LS	\$ -	\$ 329,895.31	\$ -	\$ -
Special Events Fund	\$ 6,712.74	\$ 6,761.51	\$ 48.77	\$ 116.51
Special Revenue Funds Total	\$ 5,962,705.88	\$ 6,667,339.24	\$ 40,956.26	\$ 122,888.88
Debt Service Funds				
Debt Service Fund	\$ 2,436,711.40	\$ 2,505,914.56	\$ 13,964.64	\$ 26,209.62
Debt Service Funds Total	\$ 2,436,711.40	\$ 2,505,914.56	\$ 13,964.64	\$ 26,209.62
Capital Projects Funds				
2022 COs Construction Fund	\$ 12,603,187.24	\$ 10,459,457.65	\$ 78,325.77	\$ 319,769.07
Downtown Revitalization Fund	\$ 2,600.39	\$ 2,619.31	\$ 18.92	\$ 61.58
Drainage Remediation Fund	\$ -	\$ -	\$ -	\$ -
2025 COs Construction Fund	\$ 20,535,212.51	\$ 20,497,946.76	\$ 148,883.95	\$ 486,301.94
Capital Projects Funds Total	\$ 39,691,673.81	\$ 33,154,831.78	\$ 227,228.64	\$ 806,141.96
Enterprise Funds				
Gas Fund	\$ 3,273,366.70	\$ 3,593,781.16	\$ 25,990.09	\$ 75,532.71

CITY OF SEALY, TEXAS
INVESTMENT PORTFOLIO BY FUND TYPE
FOR THE QUARTER ENDED JUNE 30, 2026

	BALANCE AS OF 03/31/2026	BALANCE AS OF 6/30/2026	QUARTER-TO-DATE INTEREST EARNED	FISCAL-YEAR-TO-DATE INTEREST EARNED
Gas Utility Deposits Fund	\$ 474,680.00	\$ 474,540.00	\$ 3,633.94	\$ 11,291.65
Sewer Impact Fees Fund	\$ 1,245,696.30	\$ 1,353,662.19	\$ 9,581.89	\$ 28,602.18
Solid Waste Fund	\$ 52,184.75	\$ 133,630.22	\$ 915.40	\$ (30.87)
Water & Sewer Fund	\$ (610,429.10)	\$ 4,560,042.84	\$ 30,928.11	\$ 18,451.64
Water Impact Fees Fund	\$ 1,289,802.84	\$ 1,430,125.82	\$ 10,158.48	\$ 29,067.43
Water Utility Deposits Fund	\$ 248,894.15	\$ 254,074.15	\$ 1,817.36	\$ 5,647.25
Enterprise Funds Total	\$ 5,974,195.64	\$ 11,799,856.38	\$ 83,025.27	\$ 168,561.99
Internal Service Funds				
Self-Insurance Fund	\$ (20,223.26)	\$ -	\$ -	\$ -
Internal Service Funds Total	\$ (20,223.26)	\$ -	\$ -	\$ -
Grand Total	\$ 63,032,263.75	\$ 62,936,029.94	\$ 428,701.54	\$ 1,294,557.30

CITY OF SEALY, TEXAS
INVESTMENT PORTFOLIO BY SECURITY TYPE
FOR THE QUARTER ENDED JUNE 30, 2026

	BALANCE AS OF 03/31/2026	BALANCE AS OF 6/30/2026	QUARTER-TO-DATE INTEREST EARNED	FISCAL-YEAR-TO-DATE INTEREST EARNED
Demand Deposit Accounts				
2022 COs Construction Fund	\$ 3,569,037.01	\$ 2,839,428.61	\$ 3,820.94	\$ 14,924.62
American Rescue Plan Act Fund	\$ 1,249.51	\$ 1,206.91	\$ 1.57	\$ (3.82)
Chapter 59 Forfeited Property Fund	\$ 23,829.86	\$ 25,469.66	\$ 33.00	\$ 100.44
Child Safety Fund	\$ 3,909.02	\$ 3,796.26	\$ 4.90	\$ 15.25
Debt Service Fund	\$ 997,315.67	\$ 1,053,955.49	\$ 855.65	\$ 3,753.27
Developer Deposits Fund	\$ 17,354.96	\$ 16,642.24	\$ -	\$ -
Downtown Revitalization Fund	\$ 737.53	\$ 712.38	\$ 0.93	\$ 2.91
Drainage Remediation Fund	\$ -	\$ -	\$ -	\$ -
Economic Development Sales Tax Fund	\$ 1,252,724.63	\$ 1,477,018.48	\$ 1,719.27	\$ 4,514.23
Gas Fund	\$ 928,397.80	\$ 977,415.89	\$ 1,265.58	\$ 3,577.97
Gas Utility Deposits Fund	\$ 20,798.57	\$ 19,919.59	\$ -	\$ -
General Fund	\$ 2,494,062.41	\$ 2,346,104.47	\$ 3,045.78	\$ 7,923.15
Hotel/Motel Occupancy Tax Fund	\$ 214,919.11	\$ 212,947.90	\$ 278.62	\$ 876.92
Local Youth Diversion Fund	\$ 33,866.89	\$ 33,614.66	\$ 43.10	\$ 130.97
Municipal Court Bldg Security Fund	\$ 67,568.70	\$ 63,076.92	\$ 82.63	\$ 263.98
Municipal Court Technology Fund	\$ 5,998.28	\$ 5,525.57	\$ 7.14	\$ 23.32
Municipal Drainage Utility Fund	\$ 201,426.18	\$ 204,866.84	\$ 260.45	\$ 782.96
Municipal Jury Fund	\$ 418.71	\$ 397.34	\$ 0.52	\$ 1.60
Park Land Dedication Fund	\$ 27,028.78	\$ 26,107.27	\$ 33.76	\$ 105.78
PEG Franchise Fees Fund	\$ 10,428.45	\$ 10,508.40	\$ 13.58	\$ 41.37
PID #1 Assessment Fund	\$ 12,671.21	\$ 12,441.24	\$ 15.96	\$ 33.17
Police Donations Fund	\$ 19,722.11	\$ 17,334.99	\$ 23.14	\$ 71.98
Sealy Development Authority	\$ -	\$ -	\$ -	\$ -
Self-Insurance Fund	\$ (5,735.75)	\$ 0.01	\$ -	\$ -
Sewer Impact Fees Fund	\$ 353,306.49	\$ 368,161.24	\$ 466.53	\$ 1,344.52
Solid Waste Fund	\$ 14,800.72	\$ 36,343.98	\$ 44.62	\$ 13.91
State LEOSE Allocations Fund	\$ 4,394.03	\$ 2,924.89	\$ 4.18	\$ 13.26
Time Payment Reimb Fee Fund	\$ 12,658.79	\$ 12,359.80	\$ 15.94	\$ 49.50
TIRZ #2 Tax Increment Fund	\$ 34,861.45	\$ 33,672.91	\$ 43.55	\$ 136.45
Water & Sewer Fund	\$ (173,130.93)	\$ 1,240,214.17	\$ 1,503.61	\$ 952.17
Water Impact Fees Fund	\$ 365,816.06	\$ 388,957.38	\$ 494.63	\$ 1,368.58
Water Utility Deposits Fund	\$ 13,662.06	\$ 14,516.46	\$ -	\$ -
Donation Fund	\$ 5,500.87	\$ 5,313.32	\$ 6.87	\$ 22.50
2025 COs Construction Fund	\$ 5,824,231.71	\$ 5,574,913.42	\$ 7,253.72	\$ 22,801.64
Opioid Grant Fund	\$ 4,480.78	\$ 4,185.39	\$ 5.54	\$ 16.57
Local Youth Diversion Admin Fee Fund	\$ 129.62	\$ 207.18	\$ 0.24	\$ 0.50
Consolidated Security & Tech Fund	\$ 6,866.82	\$ 8,317.92	\$ 10.05	\$ 23.91
FEMA WP & LS	\$ -	\$ 89,723.03	\$ -	\$ -
Special Events Fund	\$ 1,903.88	\$ 1,838.96	\$ 2.34	\$ 5.61
Demand Deposit Accounts Total	\$ 18,225,125.01	\$ 17,727,072.29	\$ 21,358.34	\$ 63,889.19
Local Government Investment Pools				
2022 COs Construction Fund	\$ 9,034,150.23	\$ 7,620,029.04	\$ 74,504.83	\$ 304,844.45
American Rescue Plan Act Fund	\$ 3,156.04	\$ 3,230.67	\$ 30.46	\$ (87.10)
Chapter 59 Forfeited Property Fund	\$ 60,348.68	\$ 68,337.97	\$ 645.84	\$ 2,051.80

CITY OF SEALY, TEXAS
INVESTMENT PORTFOLIO BY SECURITY TYPE
FOR THE QUARTER ENDED JUNE 30, 2026

	BALANCE AS OF 03/31/2026	BALANCE AS OF 6/30/2026	QUARTER-TO-DATE INTEREST EARNED	FISCAL-YEAR-TO-DATE INTEREST EARNED
Child Safety Fund	\$ 9,873.52	\$ 10,161.93	\$ 95.75	\$ 309.96
Debt Service Fund	\$ 1,439,395.73	\$ 1,451,959.07	\$ 13,108.99	\$ 22,456.35
Developer Deposits Fund	\$ 43,835.56	\$ 44,548.28	\$ -	\$ -
Downtown Revitalization Fund	\$ 1,862.86	\$ 1,906.93	\$ 17.99	\$ 58.67
Drainage Remediation Fund	\$ -	\$ -	\$ -	\$ -
Economic Development Sales Tax Fund	\$ 2,419,670.34	\$ 2,484,783.05	\$ 22,113.22	\$ 64,087.72
Gas Fund	\$ 2,344,968.90	\$ 2,616,365.27	\$ 24,724.51	\$ 71,954.74
Gas Utility Deposits Fund	\$ 453,881.43	\$ 454,620.41	\$ 3,633.94	\$ 11,291.65
General Fund	\$ 6,274,955.70	\$ 6,252,738.54	\$ 59,387.01	\$ 159,298.58
Hotel/Motel Occupancy Tax Fund	\$ 543,658.80	\$ 570,841.31	\$ 5,446.32	\$ 17,855.42
Local Youth Diversion Fund	\$ 85,541.80	\$ 89,980.36	\$ 841.68	\$ 2,658.52
Municipal Court Bldg Security Fund	\$ 170,666.60	\$ 168,845.49	\$ 1,612.64	\$ 5,367.85
Municipal Court Technology Fund	\$ 15,150.59	\$ 14,790.97	\$ 139.53	\$ 474.51
Municipal Drainage Utility Fund	\$ 508,766.96	\$ 548,391.42	\$ 5,087.67	\$ 15,898.40
Municipal Jury Fund	\$ 1,057.57	\$ 1,063.59	\$ 10.10	\$ 32.18
Park Land Dedication Fund	\$ 68,269.94	\$ 69,884.45	\$ 659.24	\$ 2,150.33
PEG Franchise Fees Fund	\$ 26,340.42	\$ 28,129.11	\$ 265.35	\$ 840.65
PID #1 Assessment Fund	\$ 32,005.25	\$ 33,302.96	\$ 311.78	\$ 649.70
Police Donations Fund	\$ 49,814.54	\$ 46,402.62	\$ 451.71	\$ 1,460.19
Sealy Development Authority	\$ -	\$ -	\$ -	\$ -
Self-Insurance Fund	\$ (14,487.51)	\$ (0.01)	\$ -	\$ -
Sewer Impact Fees Fund	\$ 892,389.81	\$ 985,500.95	\$ 9,115.36	\$ 27,257.66
Solid Waste Fund	\$ 37,384.03	\$ 97,286.24	\$ 870.78	\$ (44.78)
State LEOSE Allocations Fund	\$ 11,098.54	\$ 7,829.41	\$ 81.30	\$ 267.97
Time Payment Reimb Fee Fund	\$ 31,973.86	\$ 33,084.95	\$ 311.24	\$ 1,005.25
TIRZ #2 Tax Increment Fund	\$ 88,053.88	\$ 90,136.26	\$ 850.29	\$ 2,773.48
Water & Sewer Fund	\$ (437,298.17)	\$ 3,319,828.67	\$ 29,424.50	\$ 17,499.47
Water Impact Fees Fund	\$ 923,986.78	\$ 1,041,168.44	\$ 9,663.85	\$ 27,698.85
Water Utility Deposits Fund	\$ 235,232.09	\$ 239,557.69	\$ 1,817.36	\$ 5,647.25
Donation Fund	\$ 13,894.22	\$ 14,222.81	\$ 134.17	\$ 462.38
2025 COs Construction Fund	\$ 14,710,980.80	\$ 14,923,033.34	\$ 141,630.23	\$ 463,500.30
Opioid Grant Fund	\$ 11,317.69	\$ 11,203.51	\$ 108.10	\$ 336.25
Local Youth Diversion Admin Fee Fund	\$ 327.38	\$ 554.60	\$ 4.54	\$ 9.81
Consolidated Security & Tech Fund	\$ 17,344.37	\$ 22,265.58	\$ 196.49	\$ 479.38
FEMA WP & LS	\$ -	\$ 240,172.28	\$ -	\$ -
Special Events Fund	\$ 4,808.86	\$ 4,922.55	\$ 46.43	\$ 110.90
Local Government Investment Pools Total	\$ 44,807,138.74	\$ 45,208,957.65	\$ 407,343.20	\$ 1,230,668.11
Grand Total	\$ 63,032,263.75	\$ 62,936,029.94	\$ 428,701.54	\$ 1,294,557.30

CITY OF SEALY, TEXAS
INVESTMENT PORTFOLIO BY ISSUER
FOR THE QUARTER ENDED JUNE 30, 2026

	BALANCE AS OF 03/31/2026	BALANCE AS OF 6/30/2026	QUARTER-TO-DATE INTEREST EARNED	FISCAL-YEAR-TO-DATE INTEREST EARNED
TexSTAR				
2022 COs Construction Fund	\$ 2,637,135.46	\$ 2,226,402.70	\$ 21,532.76	\$ 89,048.70
American Rescue Plan Act Fund	\$ 916.46	\$ 938.10	\$ 8.80	\$ (25.67)
Chapter 59 Forfeited Property Fund	\$ 17,636.89	\$ 19,957.18	\$ 187.83	\$ 602.22
Child Safety Fund	\$ 2,867.11	\$ 2,950.73	\$ 27.67	\$ 90.44
Debt Service Fund	\$ 1,002.45	\$ 851.88	\$ 7.88	\$ 30.60
Developer Deposits Fund	\$ 12,729.15	\$ 12,935.56	\$ -	\$ -
Downtown Revitalization Fund	\$ 540.95	\$ 553.72	\$ 5.20	\$ 17.12
Drainage Remediation Fund	\$ -	\$ -	\$ -	\$ -
Economic Development Sales Tax Fund	\$ 1,717,589.09	\$ 1,745,668.36	\$ 15,593.25	\$ 48,272.48
Gas Fund	\$ 680,941.76	\$ 759,718.46	\$ 7,145.46	\$ 20,978.57
Gas Utility Deposits Fund	\$ 15,254.90	\$ 15,482.95	\$ -	\$ -
General Fund	\$ 1,823,354.76	\$ 1,816,961.07	\$ 17,298.91	\$ 46,807.30
Hotel/Motel Occupancy Tax Fund	\$ 158,445.45	\$ 166,336.91	\$ 1,579.19	\$ 5,225.77
Local Youth Diversion Fund	\$ 24,839.98	\$ 26,127.75	\$ 243.25	\$ 775.62
Municipal Court Bldg Security Fund	\$ 49,558.87	\$ 49,027.95	\$ 466.07	\$ 1,566.48
Municipal Court Technology Fund	\$ 4,399.49	\$ 4,294.88	\$ 40.32	\$ 138.47
Municipal Drainage Utility Fund	\$ 147,737.85	\$ 159,237.35	\$ 1,470.36	\$ 4,638.24
Municipal Jury Fund	\$ 307.10	\$ 308.84	\$ 2.92	\$ 9.40
Park Land Dedication Fund	\$ 19,824.51	\$ 20,292.47	\$ 190.52	\$ 627.46
PEG Franchise Fees Fund	\$ 7,648.84	\$ 8,167.90	\$ 76.68	\$ 245.26
PID #1 Assessment Fund	\$ 9,293.82	\$ 9,670.24	\$ 90.11	\$ 188.95
Police Donations Fund	\$ 14,465.35	\$ 13,474.01	\$ 130.55	\$ 426.02
Sealy Development Authority	\$ -	\$ -	\$ -	\$ -
Self-Insurance Fund	\$ (4,206.95)	\$ (0.01)	\$ -	\$ -
Sewer Impact Fees Fund	\$ 259,135.84	\$ 286,161.60	\$ 2,634.36	\$ 7,949.82
Solid Waste Fund	\$ 10,855.73	\$ 28,249.17	\$ 251.67	\$ (18.03)
State LEOSE Allocations Fund	\$ 3,222.84	\$ 2,273.44	\$ 23.49	\$ 78.16
Time Payment Reimb Fee Fund	\$ 9,284.70	\$ 9,606.93	\$ 89.95	\$ 293.32
TIRZ #2 Tax Increment Fund	\$ 25,569.45	\$ 26,173.02	\$ 245.74	\$ 809.30
Water & Sewer Fund	\$ (126,984.45)	\$ 963,984.33	\$ 8,503.53	\$ 5,002.06
Water Impact Fees Fund	\$ 268,311.10	\$ 302,325.86	\$ 2,792.88	\$ 8,076.47
Water Utility Deposits Fund	\$ 10,020.57	\$ 11,283.24	\$ -	\$ -
Donation Fund	\$ 4,034.66	\$ 4,129.90	\$ 38.77	\$ 134.96
2025 COs Construction Fund	\$ 4,271,835.39	\$ 4,333,226.72	\$ 40,931.87	\$ 135,250.77
Opioid Grant Fund	\$ 3,286.48	\$ 3,253.18	\$ 31.24	\$ 98.08
Local Youth Diversion Admin Fee Fund	\$ 95.07	\$ 161.04	\$ 1.31	\$ 2.86
Consolidated Security & Tech Fund	\$ 5,036.53	\$ 6,465.29	\$ 56.79	\$ 139.63
FEMA WP & LS	\$ -	\$ 69,739.24	\$ -	\$ -
Special Events Fund	\$ 1,396.42	\$ 1,429.37	\$ 13.42	\$ 32.32
TexSTAR Total	\$ 13,450,087.17	\$ 13,571,799.92	\$ 121,712.75	\$ 377,516.67
Wells Fargo Bank				
2022 COs Construction Fund	\$ 3,569,037.01	\$ 2,839,428.61	\$ 3,820.94	\$ 14,924.62
American Rescue Plan Act Fund	\$ 1,249.51	\$ 1,206.91	\$ 1.57	\$ (3.82)
Chapter 59 Forfeited Property Fund	\$ 23,829.86	\$ 25,469.66	\$ 33.00	\$ 100.44
Child Safety Fund	\$ 3,909.02	\$ 3,796.26	\$ 4.90	\$ 15.25
Debt Service Fund	\$ 997,315.67	\$ 1,053,955.49	\$ 855.65	\$ 3,753.27
Developer Deposits Fund	\$ 17,354.96	\$ 16,642.24	\$ -	\$ -
Downtown Revitalization Fund	\$ 737.53	\$ 712.38	\$ 0.93	\$ 2.91
Drainage Remediation Fund	\$ -	\$ -	\$ -	\$ -
Economic Development Sales Tax Fund	\$ 1,252,724.63	\$ 1,477,018.48	\$ 1,719.27	\$ 4,514.23
Gas Fund	\$ 928,397.80	\$ 977,415.89	\$ 1,265.58	\$ 3,577.97

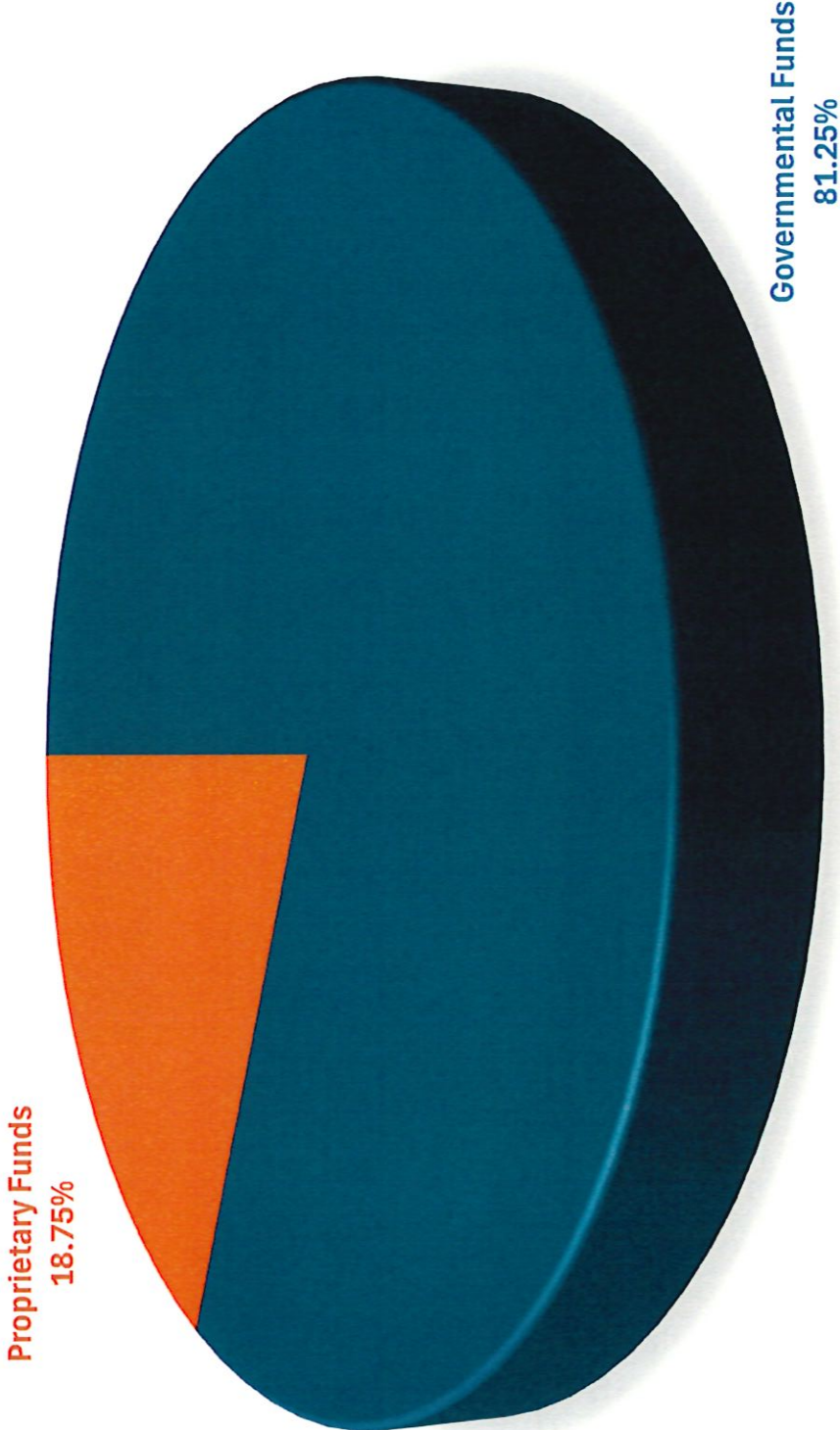
CITY OF SEALY, TEXAS
INVESTMENT PORTFOLIO BY ISSUER
FOR THE QUARTER ENDED JUNE 30, 2026

	BALANCE AS OF 03/31/2026	BALANCE AS OF 6/30/2026	QUARTER-TO-DATE INTEREST EARNED	FISCAL-YEAR-TO-DATE INTEREST EARNED
Gas Utility Deposits Fund	\$ 20,798.57	\$ 19,919.59	\$ -	\$ -
General Fund	\$ 2,494,062.41	\$ 2,346,104.47	\$ 3,045.78	\$ 7,923.15
Hotel/Motel Occupancy Tax Fund	\$ 214,919.11	\$ 212,947.90	\$ 278.62	\$ 876.92
Local Youth Diversion Fund	\$ 33,866.89	\$ 33,614.66	\$ 43.10	\$ 130.97
Municipal Court Bldg Security Fund	\$ 67,568.70	\$ 63,076.92	\$ 82.63	\$ 263.98
Municipal Court Technology Fund	\$ 5,998.28	\$ 5,525.57	\$ 7.14	\$ 23.32
Municipal Drainage Utility Fund	\$ 201,426.18	\$ 204,866.84	\$ 260.45	\$ 782.96
Municipal Jury Fund	\$ 418.71	\$ 397.34	\$ 0.52	\$ 1.60
Park Land Dedication Fund	\$ 27,028.78	\$ 26,107.27	\$ 33.76	\$ 105.78
PEG Franchise Fees Fund	\$ 10,428.45	\$ 10,508.40	\$ 13.58	\$ 41.37
PID #1 Assessment Fund	\$ 12,671.21	\$ 12,441.24	\$ 15.96	\$ 33.17
Police Donations Fund	\$ 19,722.11	\$ 17,334.99	\$ 23.14	\$ 71.98
Sealy Development Authority	\$ -	\$ -	\$ -	\$ -
Self-Insurance Fund	\$ (5,735.75)	\$ 0.01	\$ -	\$ -
Sewer Impact Fees Fund	\$ 353,306.49	\$ 368,161.24	\$ 466.53	\$ 1,344.52
Solid Waste Fund	\$ 14,800.72	\$ 36,343.98	\$ 44.62	\$ 13.91
State LEOSE Allocations Fund	\$ 4,394.03	\$ 2,924.89	\$ 4.18	\$ 13.26
Time Payment Reimb Fee Fund	\$ 12,658.79	\$ 12,359.80	\$ 15.94	\$ 49.50
TIRZ #2 Tax Increment Fund	\$ 34,861.45	\$ 33,672.91	\$ 43.55	\$ 136.45
Water & Sewer Fund	\$ (173,130.93)	\$ 1,240,214.17	\$ 1,503.61	\$ 952.17
Water Impact Fees Fund	\$ 365,816.06	\$ 388,957.38	\$ 494.63	\$ 1,368.58
Water Utility Deposits Fund	\$ 13,662.06	\$ 14,516.46	\$ -	\$ -
Donation Fund	\$ 5,500.87	\$ 5,313.32	\$ 6.87	\$ 22.50
2025 COs Construction Fund	\$ 5,824,231.71	\$ 5,574,913.42	\$ 7,253.72	\$ 22,801.64
Opioid Grant Fund	\$ 4,480.78	\$ 4,185.39	\$ 5.54	\$ 16.57
Local Youth Diversion Admin Fee Fund	\$ 129.62	\$ 207.18	\$ 0.24	\$ 0.50
Consolidated Security & Tech Fund	\$ 6,866.82	\$ 8,317.92	\$ 10.05	\$ 23.91
FEMA WP & LS	\$ -	\$ 89,723.03	\$ -	\$ -
Special Events Fund	\$ 1,903.88	\$ 1,838.96	\$ 2.34	\$ 5.61
Wells Fargo Bank Total	\$ 18,225,125.01	\$ 17,727,072.29	\$ 21,358.34	\$ 63,889.19
TexPool				
2022 COs Construction Fund	\$ 6,397,014.77	\$ 5,393,626.34	\$ 52,972.07	\$ 215,795.75
American Rescue Plan Act Fund	\$ 2,239.58	\$ 2,292.57	\$ 21.66	\$ (61.43)
Chapter 59 Forfeited Property Fund	\$ 42,711.79	\$ 48,380.79	\$ 458.01	\$ 1,449.58
Child Safety Fund	\$ 7,006.41	\$ 7,211.20	\$ 68.08	\$ 219.52
Debt Service Fund	\$ 1,438,393.28	\$ 1,451,107.19	\$ 13,101.11	\$ 22,425.75
Developer Deposits Fund	\$ 31,106.41	\$ 31,612.72	\$ -	\$ -
Downtown Revitalization Fund	\$ 1,321.91	\$ 1,353.21	\$ 12.79	\$ 41.55
Drainage Remediation Fund	\$ -	\$ -	\$ -	\$ -
Economic Development Sales Tax Fund	\$ 702,081.25	\$ 739,114.69	\$ 6,519.97	\$ 15,815.24
Gas Fund	\$ 1,664,027.14	\$ 1,856,646.81	\$ 17,579.05	\$ 50,976.17
Gas Utility Deposits Fund	\$ 438,626.53	\$ 439,137.46	\$ 3,633.94	\$ 11,291.65
General Fund	\$ 4,451,600.94	\$ 4,435,777.47	\$ 42,088.10	\$ 112,491.28
Hotel/Motel Occupancy Tax Fund	\$ 385,213.35	\$ 404,504.40	\$ 3,867.13	\$ 12,629.65
Local Youth Diversion Fund	\$ 60,701.82	\$ 63,852.61	\$ 598.43	\$ 1,882.90
Municipal Court Bldg Security Fund	\$ 121,107.73	\$ 119,817.54	\$ 1,146.57	\$ 3,801.37
Municipal Court Technology Fund	\$ 10,751.10	\$ 10,496.09	\$ 99.21	\$ 336.04
Municipal Drainage Utility Fund	\$ 361,029.11	\$ 389,154.07	\$ 3,617.31	\$ 11,260.16
Municipal Jury Fund	\$ 750.47	\$ 754.75	\$ 7.18	\$ 22.78
Park Land Dedication Fund	\$ 48,445.43	\$ 49,591.98	\$ 468.72	\$ 1,522.87
PEG Franchise Fees Fund	\$ 18,691.58	\$ 19,961.21	\$ 188.67	\$ 595.39
PID #1 Assessment Fund	\$ 22,711.43	\$ 23,632.72	\$ 221.67	\$ 460.75

CITY OF SEALY, TEXAS
INVESTMENT PORTFOLIO BY ISSUER
FOR THE QUARTER ENDED JUNE 30, 2026

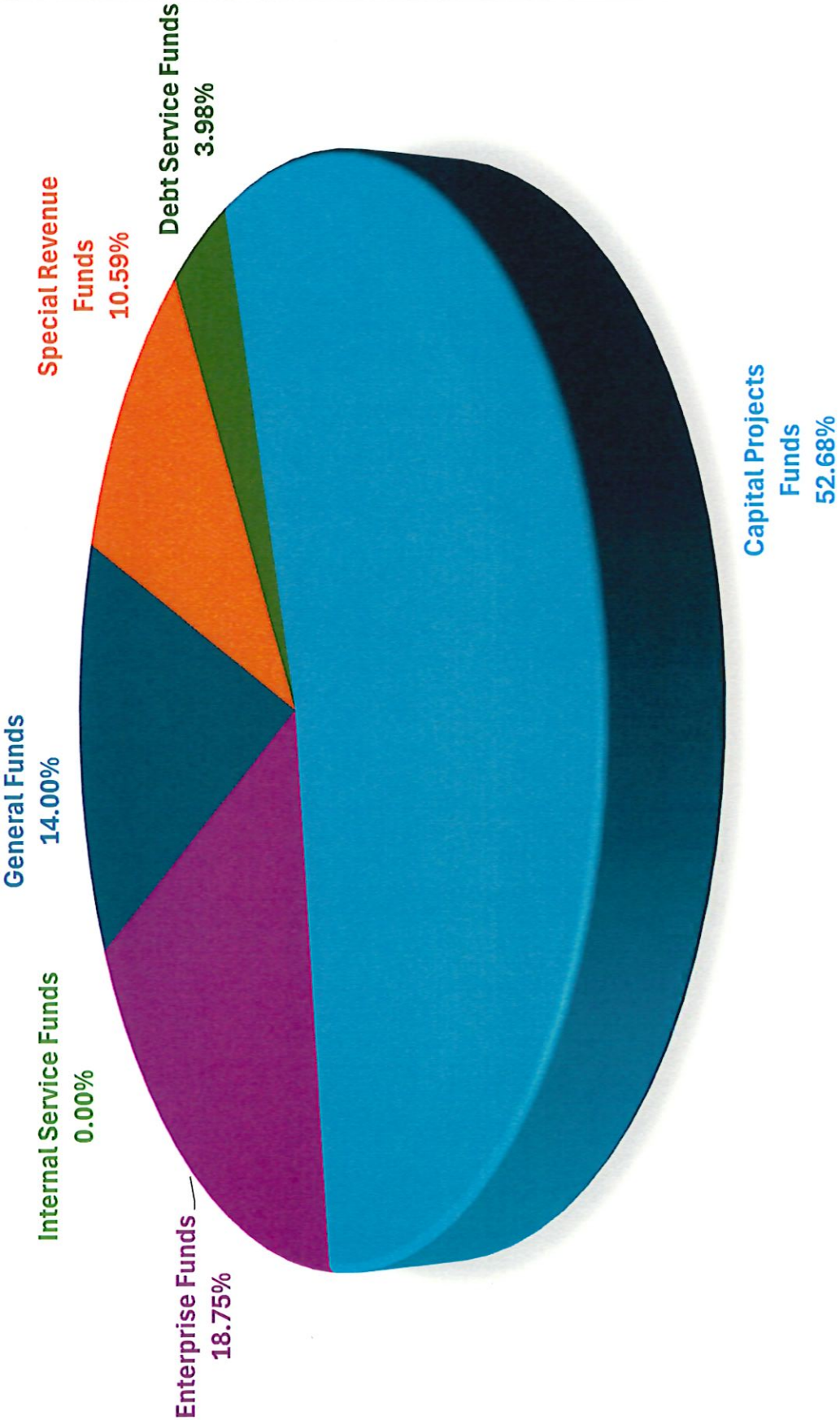
	BALANCE AS OF 03/31/2026	BALANCE AS OF 6/30/2026	QUARTER-TO-DATE INTEREST EARNED	FISCAL-YEAR-TO-DATE INTEREST EARNED
Police Donations Fund	\$ 35,349.19	\$ 32,928.61	\$ 321.16	\$ 1,034.17
Sealy Development Authority	\$ -	\$ -	\$ -	\$ -
Self-Insurance Fund	\$ (10,280.56)	\$ -	\$ -	\$ -
Sewer Impact Fees Fund	\$ 633,253.97	\$ 699,339.35	\$ 6,481.00	\$ 19,307.84
Solid Waste Fund	\$ 26,528.30	\$ 69,037.07	\$ 619.11	\$ (26.75)
State LEOSE Allocations Fund	\$ 7,875.70	\$ 5,555.97	\$ 57.81	\$ 189.81
Time Payment Reimb Fee Fund	\$ 22,689.16	\$ 23,478.02	\$ 221.29	\$ 711.93
TIRZ #2 Tax Increment Fund	\$ 62,484.43	\$ 63,963.24	\$ 604.55	\$ 1,964.18
Water & Sewer Fund	\$ (310,313.72)	\$ 2,355,844.34	\$ 20,920.97	\$ 12,497.41
Water Impact Fees Fund	\$ 655,675.68	\$ 738,842.58	\$ 6,870.97	\$ 19,622.38
Water Utility Deposits Fund	\$ 225,211.52	\$ 228,274.45	\$ 1,817.36	\$ 5,647.25
Donation Fund	\$ 9,859.56	\$ 10,092.91	\$ 95.40	\$ 327.42
2025 COs Construction Fund	\$ 10,439,145.41	\$ 10,589,806.62	\$ 100,698.36	\$ 328,249.53
Opioid Grant Fund	\$ 8,031.21	\$ 7,950.33	\$ 76.86	\$ 238.17
Local Youth Diversion Admin Fee Fund	\$ 232.31	\$ 393.56	\$ 3.23	\$ 6.95
Consolidated Security & Tech Fund	\$ 12,307.84	\$ 15,800.29	\$ 139.70	\$ 339.75
FEMA WP & LS	\$ -	\$ 170,433.04	\$ -	\$ -
Special Events Fund	\$ 3,412.44	\$ 3,493.18	\$ 33.01	\$ 78.58
TexPool Total	\$ 31,357,051.57	\$ 31,637,157.73	\$ 285,630.45	\$ 853,151.44
Grand Total	\$ 63,032,263.75	\$ 62,936,029.94	\$ 428,701.54	\$ 1,294,557.30

PORTFOLIO COMPOSITION BY FUND CATEGORY
JUNE 30, 2026



PORTFOLIO COMPOSITION BY FUND TYPE

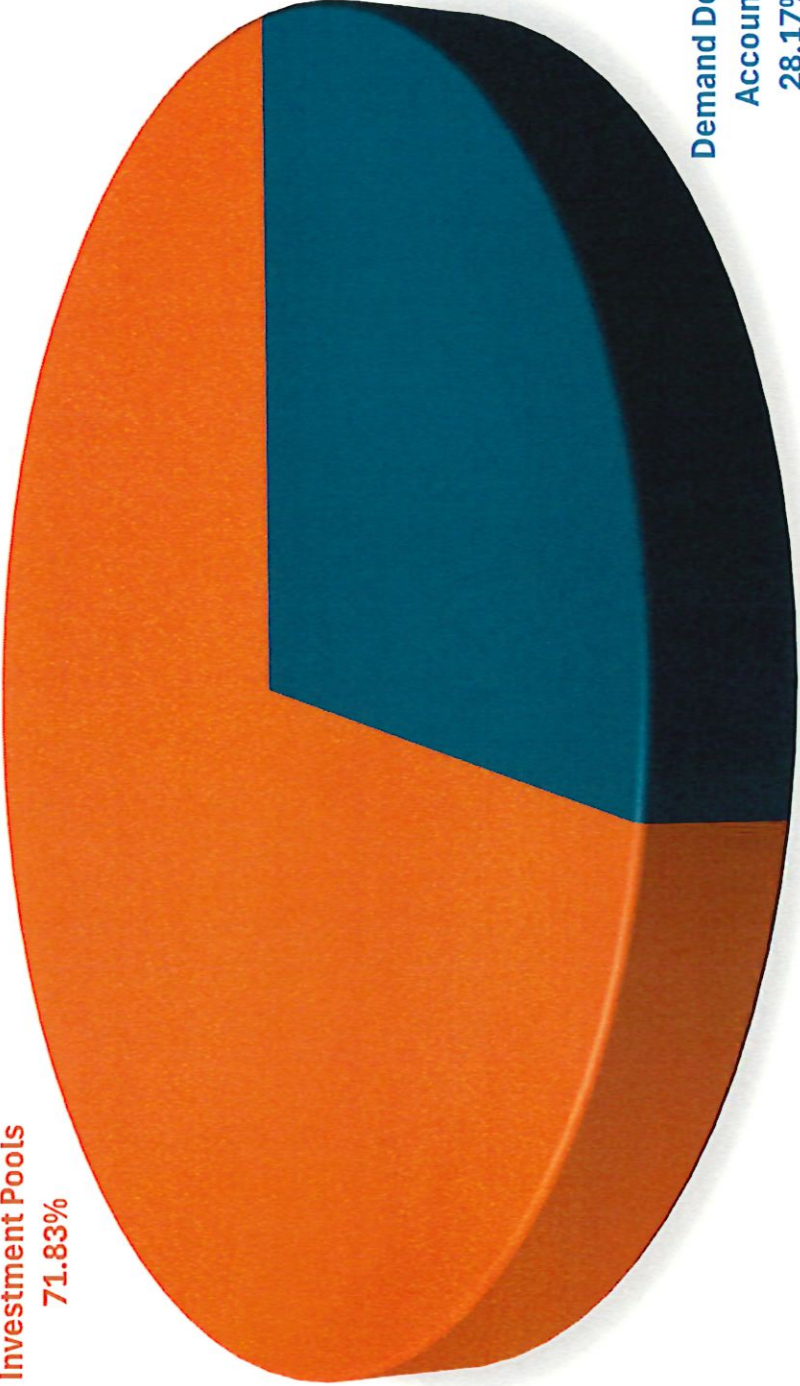
JUNE 30, 2026



PORTFOLIO COMPOSITION BY SECURITY TYPE

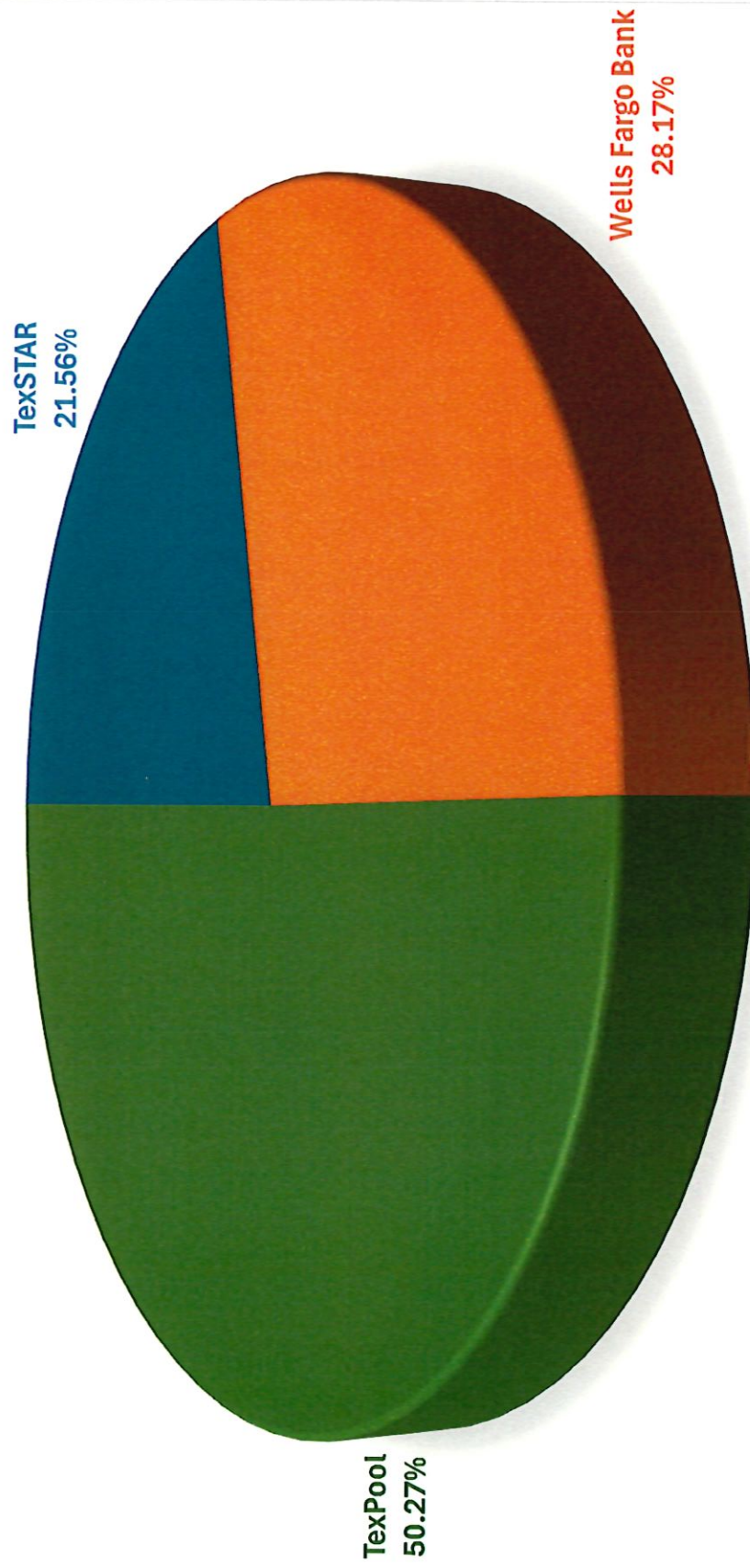
JUNE 30, 2026

**Local Government
Investment Pools
71.83%**



**Demand Deposit
Accounts
28.17%**

PORTFOLIO COMPOSITION BY ISSUER
JUNE 30, 2026



CITY OF SEALY, TEXAS
INVESTMENT PORTFOLIO YIELD PERFORMANCE
FOR THE QUARTER ENDED JUNE 30, 2026

ISSUER	AVERAGE DAILY RATE FOR APRIL 2026	AVERAGE DAILY RATE FOR MAY 2026	AVERAGE DAILY RATE FOR JUNE 2026	3-MONTH AVERAGE DAILY RATE
TexSTAR	3.6379%	3.5974%	3.6216%	3.6190%
Wells Fargo Bank	0.4800%	0.4800%	0.4800%	0.4800%
TexPool	3.6586%	3.6241%	3.6469%	3.6432%
BENCHMARKS				
3-month US Treasury Bill	3.6800%	3.6900%	3.8700%	3.7467%
Federal Funds	3.6400%	3.6300%	3.6300%	3.6333%
Texas CLASS Government	3.5396%	3.5104%	3.5433%	3.5311%
LOGIC	3.7798%	3.7476%	3.7528%	3.7601%

WEIGHTED AVERAGE YIELD TO MATURITY OF THE PORTFOLIO: 2.7470%

e)



**MINUTES
SEALY CITY COUNCIL
W. E. HILL COMMUNITY CENTER
1000 MAIN STREET
SEALY, TX 77474
TUESDAY, AUGUST 4, 2026
6:00 P.M.**

The City Council of the City of Sealy, Texas, conducted the meeting scheduled for August 4, 2026, at 6:00 p.m. at the W. E. Hill Community Center located at 1000 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
Robert Necker	Councilmember, Place 1
Chris Noack	Councilmember, Place 2
Bradley Miller	Councilmember, Place 3 Entered and Sat at the Dais at 6:07 p.m.
Theadra Curry	Councilmember, Place 4
Edward Zapalac	Councilmember, Place 5, Mayor Pro Tem

Absent:

Adam Burttschell	Councilmember, Place 6
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A quorum was declared present.

Staff Attending:

Kimbra Hill, City Manager
Sandra Vrablec, City Secretary
Tim Kirwin, City Attorney
Jennifer Matura, Finance Director
Russell Grimes, Chief of Police
Scott Riske, Police Captain
Terry Hall, Police Sergeant
Patrick Parsons, Public Works Director
Mike Barrow, Assistant City Manager/Planner
Whitney Robertson, HR
Bill Atkinson, EDC Director
Katherine Ellis, EDC Secretary
Charlie Wade, Tourism Manager

D. Petition(s) and Public Comments

Jeff Matthew spoke on Agenda Item 1
Corey and Jay Shipman to Observe
Johnny and Diane Shipman to Observe

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

A motion was made by Councilman Zapalac to Approve the agenda as presented but reordering to move H. Presentation up before G. Consent Agenda.

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

AYES: Bilski, Necker, Noack, Curry, Zapalac

NOES: None

The motion carried.

F. Proclamation(s) and Special Recognitions

- National 811 Day
-

H. Presentation(s)

- Austin County Residential and Commercial Developments by Austin County Engineer Jonathon Hopko

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 July 21, 2026, Regular Minutes
- b) Accepting the Austin County Emergency Communications District Fiscal Year 2026-2027 Budget
- c) Approving the Final Payment to Vera Industries for the TxDOT Facility Utility Service Extensions
- d) Approving the 2026 Fantasy of Lights Rules and Guidelines
- e) Approving the City-Wide Event for the Fantasy of Lights being held on Saturday, December 5, 2026
- f) Approving the City-Wide Event for the Harvest Festival being held on Saturday, September 12, 2026, at the First United Methodist Church

g) Accepting a Restricted Monetary Donation from John R. Selman and Maggie B. Selman Charitable Trust to the Parks Department in the amount of \$15,000, for the purpose of funding Shade Structures at the Jacqueline A. Cryan Memorial Park

h) Discussion and Possible Action regarding Accepting a Donation from Ryan Ford and University CDJR for the Purchase and Payment of Annual Subscription Fees for a Flock ALPR Camera to be located on I-10 Frontage Road near dealerships

i) Approving updates to Fiscal Year 2026-2027 Budget Calendar

A motion was made by Councilman Zapalac to pull items d, f, h, and i from the Consent Agenda and Approve a, b, c, e, and g in the Consent Agenda.
Councilwoman Curry seconded the motion. Mayor Bilski called for the vote.

AYES: Bilski, Necker, Noack, Miller, Curry, Zapalac
NOES: None

The motion carried.

Consent Agenda Item:

d – A motion was made by Councilman Zapalac to Approve the 2026 Fantasy of Lights Rules and Guidelines.
Councilman Noack seconded the motion. Mayor Bilski called for the vote.

AYES: Bilski, Necker, Noack, Miller, Curry, Zapalac
NOES: None

The motion carried.

f – A motion was made by Mayor Bilski to Approve the City-Wide Event for the Harvest Festival being held on Saturday, September 12, 2026, at the First United Methodist Church.
Councilman Zapalac seconded the motion. Mayor Bilski called for the vote.

AYES: Bilski, Necker, Miller, Curry, Zapalac
NOES: None
ABSTAIN: Noack

The motion carried.

h – A motion was made by Councilman Zapalac to Approve Accepting a Donation from Ryan Ford and University CDJR for the Purchase and Payment of Annual Subscription Fees for a Flock ALPR Camera to be located on I-10 Frontage Road near dealerships. Councilman Miller seconded the motion. Mayor Bilski called for the vote.

AYES: Bilski, Necker, Noack, Miller, Curry, Zapalac

NOES: None

The motion carried.

i – A motion was made by Mayor Bilski to Approve the updates to the Fiscal Year 2026-2027 Budget Calendar.
Councilman Miller seconded the motion. Mayor Bilski called for the vote.

AYES: Bilski, Necker, Noack, Miller, Curry, Zapalac

NOES: None

The motion carried.

I. Business

1. Discussion and Review of Rexville Crossing Development and Economic Impact Analysis.

No action was taken.

2. Discussion and Possible Action regarding Approving the Design for Wayfinding Signs.

A motion was made by Councilman Zapalac to bring Vinyl of Option 6B, which includes the Galvanized Accent Bar at the Top, Galvanized Rivets, the Colors shown on the sign here, and then a website indicator of some sort on the back.
Councilwoman Curry seconded the motion. Mayor Bilski called for the vote.

AYES: Bilski, Necker, Noack, Miller, Curry, Zapalac

NOES: None

The motion carried.

- 3. Discussion and Possible Action regarding a possible Change Order for the Walking Trail associated with the Chapman B&PW Park Pond Expansion Project for Concrete Curb in lieu of Bender Board and replacing railroad ties with Concrete Curb in existing sections of the walkway.**

A motion was made by Councilman Miller to Move forward with the Change Order for the Walking trail associated with the Chapman B&PW Park Pond Expansion Project for Concrete Curb, Remove Vendor Board, and Replacing Railroad Ties with Concrete Curb in Existing Sections of Walkway, in an amount not to exceed \$250,000 and that includes the other two items you mentioned.

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

AYES: Bilski, Necker, Noack, Miller, Curry, Zapalac

NOES: None

The motion carried.

- 4. Discussion and Possible Action regarding Approving a Professional Service Agreement with ACI Consulting Architects for Americans with Disabilities (ADA) Title II Transition Plan for the City Hall complex and a Space Utilization Survey for City facilities.**

A motion was made by Councilman Miller to Approve a Professional Service Agreement with ACI Consulting Architects for Americans with Disabilities (ADA) Title II Transition Plan for the City Hall complex and a Space Utilization Survey for City facilities.

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

AYES: Bilski, Necker, Noack, Miller, Curry, Zapalac

NOES: None

The motion carried.

- 5. Discussion and Possible Action regarding an Ordinance Amending Chapter 62 – Natural Resources regarding Pipelines.**

A motion was made by Councilman Zapalac to Approve an Ordinance Amending Chapter 62 – Natural Resources regarding Pipelines. This is the first of two readings. Councilman Miller seconded the motion. Mayor Bilski called for the vote.

AYES: Bilski, Necker, Noack, Miller, Curry, Zapalac

NOES: None

The motion carried.

6. Discussion and Possible Action regarding an Ordinance Amending the Master Fee Schedule for Pipeline fees. (First of two readings)

A motion was made by Councilman Miller to Approve an Ordinance Amending the Master Fee Schedule for Pipeline fees. This is the first of two readings.
Councilman Noack seconded the motion. Mayor Bilski called for the vote.

AYES: Bilski, Necker, Noack, Miller, Curry, Zapalac
NOES: None

The motion carried.

7. Discussion and Possible Action regarding an Ordinance Amending Chapter 86 – Electric Bicycles, Micromobility devices, and small motor vehicles. (First of two readings)

A motion was made by Councilman Zapalac to Approve an Ordinance Amending Chapter 86 – Electric Bicycles, Micromobility devices, and small motor vehicles. This is the first of two readings.
Councilman Miller seconded the motion. Mayor Bilski called for the vote.

AYES: Bilski, Necker, Noack, Miller, Curry, Zapalac
NOES: None

The motion carried.

8. Discussion and Possible Action regarding Approving Purchasing an Animal Control Vehicle.

A motion was made by Councilman Miller to Approve Purchase an Animal Control Vehicle in an amount not to exceed \$55,000.
Councilwoman Curry seconded the motion. Mayor Bilski called for the vote.

AYES: Bilski, Necker, Noack, Miller, Curry, Zapalac
NOES: None

The motion carried.

9. Discussion and Possible Action regarding Purchasing a Police Vehicle.

A motion was made by Councilwoman Curry to Approve Purchasing a Police Vehicle in an amount not to exceed \$55,000.
Councilman Miller seconded the motion. Mayor Bilski called for the vote.

AYES: Bilski, Necker, Noack, Miller, Curry, Zapalac
NOES: None

The motion carried.

10. Discussion and Possible Action regarding Approving and Adopting the 2026 Certified Appraisal Roll and Present Tax Rates to the City Council.

A motion was made by Councilman Miller to Approve and Adopt the 2026 Certified Appraisal Roll and Present Tax Rates to the City Council.

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

AYES: Bilski, Necker, Noack, Miller, Curry, Zapalac

NOES: None

The motion carried.

**11. Discussion and Possible Action regarding the 2026 Proposed Tax Rate.
(City Council will take a Record Vote to Propose a Tax Rate)**

A motion was made by Mayor Bilski to Adopt the Proposed Tax Rate of 0.37856 per 1/100th. Councilman Miller seconded the motion.

A Record Vote to Propose a Tax Rate will be taken.

Mayor Bilski – AYE

Councilman Necker – AYE

Councilman Noack – AYE

Councilman Miller – AYE

Councilwoman Curry – AYE

Councilman Zapalac – NOE

Councilman Burttschell – Absent

The motion carried.

12. Discussion and Possible Action regarding Setting a Date, Time, and Location for a Public Hearing on the Fiscal Year 2026-2027 Budget and Adoption of the Budget.

A motion was made by Councilman Miller to Set the Public Hearing on the Proposed Fiscal 2026-2027 Budget for Sunday, August 23, 2026, at 6:00 p.m. at the W. E. Hill Community Center, at 1000 Main Street, Sealy, Texas 77474, with the Consideration of Budget Adoption following the Public Hearing.

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

AYES: Bilski, Necker, Noack, Miller, Curry, Zapalac

NOES: None

The motion carried.

13. Discussion and Possible Action regarding Setting a Date, Time, and Location for a Tax Rate Public Hearing and Adoption of Tax Rate.

A motion was made by Councilman Miller to Set the Tax Rate Public Hearing and Adoption of the 2026 Property Tax Rate for Monday, August 24, 2026, at 6:00 p.m. at the W. E. Hill Community Center, at 1000 Main Street, Sealy, Texas 77474.
Councilman Noack seconded the motion. Mayor Bilski called for the vote.

AYES: Bilski, Necker, Noack, Miller, Curry, Zapalac
NOES: None

The motion carried.

14. Discussion and Possible Action regarding Amendments to the City of Sealy Personnel Policies and Procedures Manual regarding Reporting Requirements, Potential Staffing Shortages, Updating Public Information Officers' Roles, and Language regarding Annual Health Insurance Benefits Contributions.

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

AYES: Bilski, Necker, Noack, Miller, Curry, Zapalac
NOES: None

The motion carried.

15. Discussion and Possible Action regarding Policy for Use of Vacation Leave before implementing NeoGov Software.

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

AYES: Bilski, Necker, Noack, Miller, Curry, Zapalac
NOES: None

The motion carried.

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

- a) Texas Government Code, Section 551.087, Deliberation regarding Economic Development Negotiations; Closed Meeting. This chapter does not require a governmental body to conduct an open meeting: (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

- Tax Abatement for Project Align

b) 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.

- Shyanne Moore and Christopher Moore v. City of Sealy Et al., Cause No. 2026V-0103, in the 155th Judicial District Court Austin County, Texas
- Sheryl Musgrove v. City of Sealy, Texas; Case No.4:25-CV-04118, in the United States District Court, Southern District of Texas, Houston Division

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

AYES: Bilski, Necker, Noack, Miller, Curry, Zapalac
NOES: None

The motion carried. The City Council entered into Executive Session at 9:03 p.m.

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

The City Council reconvened into Open Session at 9:29 p.m.

A motion was made by Councilman Zapalac to have the City and EDC negotiate a Tax ap Abatement with Project Align.
Councilman Miller seconded the motion. Mayor Bilski called for the vote.

AYES: Bilski, Necker, Noack, Miller, Curry, Zapalac
NOES: None

The motion carried

17. Reports, Announcements, or Requests from Councilmembers.

Bilski	None
Necker	None
Noack	None
Miller	See the EDC Budget to help show the new Councilmember to understand Flock Cameras Digital Sign that the City would own

Curry	Thank Public Works for working on Drainage Ditch 18-Wheelers coming down San Felipe Road
Zapalac	Applaud Public Works for the Use of Payment Application Processing Checklist showing we've collected all the fees Revisit the State of Texas Tax Repayment Split between the EDC and the City
Burttschell	Absent

J. Adjourn

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

AYES: Bilski, Necker, Noack, Miller, Curry, Zapalac
NOES: None

The motion carried. The City Council meeting adjourned at 9:33 p.m.

PASSED AND APPROVED this 1st day of September 2026.

Carolyn Bilski, Mayor

ATTEST:

Sandra Vrabec, City Secretary

f)



**MINUTES
SEALY CITY COUNCIL
W. E. HILL COMMUNITY CENTER
1000 MAIN STREET
SEALY, TX 77474
TUESDAY, AUGUST 18, 2026
6:00 P.M.**

The City Council of the City of Sealy, Texas, conducted the meeting scheduled for August 18, 2026, at 6:00 p.m. at the W. E. Hill Community Center located at 1000 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

Mayor Bilski gave the Invocation and led the Pledge of Allegiance

C. Roll Call and Certification of a Quorum

Present:

Carolyn Bilski	Mayor
Robert Necker	Councilmember, Place 1
Chris Noack	Councilmember, Place 2
Bradley Miller	Councilmember, Place 3 Entered and Sat at the Dais at 6:17 p.m.
Theadra Curry	Councilmember, Place 4
Edward Zapalac	Councilmember, Place 5, Mayor Pro Tem
Adam Burttschell	Councilmember, Place 6

Absent:

None

A quorum was declared present.

Staff Attending:

Sandra Vrablec, City Secretary
Tim Kirwin, City Attorney
Russell Grimes, Chief of Police
Scott Riske, Police Captain
Patrick Parsons, Public Works Director
Mike Barrow, Assistant City Manager/Planner
Bill Atkinson, EDC Director
Katherine Ellis, EDC Secretary

D. Petition(s) and Public Comments

Blake Faldyn spoke on Rexville Tower Outage

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

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

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

The motion carried.

F. Consent Agenda

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

- a) Approve Organizational Chart
- b) Approve Pay Scale
- c) Approve Ordinance Amending Chapter 62- Natural Resources regarding Pipelines
(Second of two readings)
- d) Approve an Ordinance Amending the Master Fee Schedule for Pipeline Fees
(Second of two readings)
- e) Approving an Ordinance Amending Chapter 86 - Electric Bicycles, Micromobility Devices, and Small Motor Vehicles
(Second of two readings)
- f) Accept a \$5,000 Donation from the John R. Selman and Maggie B. Selman Charitable Trust for use by the Sealy Police Department
- g) Accept a \$5,000 Donation from the John R. Selman and Maggie B. Selman Charitable Trust for Improvements to Levine Park Gazebo
- h) Approving Financial Report for the Month Ending June 2026
- i) Accepting the Third Quarter Investment Report
- j) Approving a Resolution Amending the Financial Management Policy Section XII – Internal Controls E. Signature of Checks, to Update the Name of Mayor Pro Tem
- k) Approve Placement of Flock Live View Camera at City Property

Mayor Bilski stated no action on g.

A motion was made by Councilman Zapalac to Approve the Consent Agenda. Pulling items i and k. And noting that item b, there was an updated email sent out and there's a printout on our desk here with updated information, so that would be the motion for Approving those items.

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

AYES: Bilski, Necker, Noack, Curry, Zapalac, Burttschell

NOES: None

The motion carried.

Consent Agenda Item:

k – A motion was made by Councilman Noack to Approve Placement of Flock Live View Camera at City Property.

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

AYES: Bilski, Necker, Noack, Curry, Zapalac

NOES: None

The motion carried.

G. Business

Councilman Miller entered at 6:17 p.m. and sat at the dais.

1. Discussion and Possible Action regarding Accepting a Monetary Donation from Hailiang Copper Texas, Inc. to the Sealy Police Department for \$81,935.32.

A motion was made by Councilman Noack to Accept a Monetary Donation from Hailiang Copper Texas, Inc. to the Sealy Police Department for \$81,935.32.

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

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

NOES: None

The motion carried.

2. Discussion and Possible Action regarding the City's and SEDC's Split for Sales Tax Reimbursement Agreement with the State of Texas.

No action was taken.

3. Discussion and Possible Action regarding Approving the Design for Wayfinding Signs.

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

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

The motion carried.

4. Discussion and Possible Action regarding Approving, Disapproving, Approving with Conditions, or Granting an Extension for a Development Plat, being a Replat of a Portion of Lot 19 and All of Lots 20 through 24 of the Charles Gebhardt Subdivision as Recorded in Volume 271, Page 267, of the Austin County Deed Records, in the San Felipe de Austin Survey, Abstract No. 5, City of Sealy, Austin County, Texas.

Mayor Bilski is Abstaining due to being on the SETH Board and handed the meeting over to Mayor Pro Tem Zapalac.

A motion was made by Councilwoman Curry to Approve this Plat.
Councilman Necker seconded the motion. Mayor Pro Tem Zapalac called for the vote.

AYES: Necker, Noack, Miller, Curry, Zapalac, Burttschell
NOES: None
ABSTAIN: Bilski

The motion carried.

5. Discussion and Possible Action Approving, Disapproving, Approving with Conditions, or Granting an Extension for a Preliminary Plat for Hunters Crossing Section 3, being a Subdivision of approximately 41.336 acres situated in the C. C. Allen Survey, Abstract No. 337, in the City of Sealy, Austin County, Texas.

A motion was made by Councilman Noack to Approve a Preliminary Plat for Hunters Crossing Section 3 being a Subdivision of approximately 41.336 acres situated in the C. C. Allen Survey, Abstract No. 337, in the City of Sealy, Austin County, Texas.
Councilman Miller seconded the motion. Mayor Bilski called for the vote.

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

The motion carried.

6. Discussion and Possible Action Approving, Disapproving, or Approving with Conditions a Preliminary Plat for Hunters Crossing Section 4, being a Subdivision of approximately 36.276 acres situated in the C. C. Allen Survey, Abstract No. 337, in the City of Sealy, Austin County, Texas.

A motion was made by Councilman Noack to Approve as Captioned on the agenda. Councilman Miller seconded the motion. Mayor Bilski called for the vote.

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

The motion carried.

7. Discussion and Possible Action regarding a Resolution to Amend Authorized Representatives for TexPool effective August 28, 2026.

A motion was made by Councilman Miller to Approve a Resolution to Amend Authorized Representatives for TexPool effective August 28, 2026. Councilman Noack seconded the motion. Mayor Bilski called for the vote.

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

The motion carried.

8. Discussion and Possible Action regarding a Resolution to Amend Authorized Representatives for TexStar effective August 28, 2026.

A motion was made by Councilman Zapalac to Approve a Resolution to Amend Authorized Representatives for TexStar effective August 28, 2026. Councilman Miller seconded the motion. Mayor Bilski called for the vote.

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

The motion carried.

9. Discussion and Possible Action regarding Approval of Purchase and Implementation of CoreForce CAD/RMS System.

A motion was made by Councilman Zapalac to Approve the Purchase and Implementation of CoreForce CAD/RMS System, a Five-Year Agreement, Software as a service subject to Kollogik addressing the legal issues mentioned by the attorney. Councilman Miller seconded the motion. Mayor Bilski called for the vote.

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

The motion carried.

10. Discussion and Possible Action regarding Approval of a Resolution Supporting the efforts to advocate for a statewide adjustment to the Wireless 9-1-1 Emergency Service Fee and the establishment of a sustainable, long-term funding model for Next Generation 9-1-1 Services.

A motion was made by Councilman Miller to Approve a Resolution supporting efforts to advocate for a statewide adjustment to the Wireless 911 Emergency Service Fee and the establishment of a sustainable long-term funding model for next-generation 911. Councilwoman Curry seconded the motion. Mayor Bilski called for the vote.

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

NOES: None

The motion carried.

11. Presentation, Discussion, and Possible Action regarding Proposed Solid Waste Utility Rates.

Councilwoman Curry left the meeting at 6:59 p.m.

A motion was made by Councilman Zapalac to Approve the Proposed Solid Waste Utility Rates, changing the Residential One Cart Rate from 4.6% to 2.0%, and the other rates as presented in the packet.

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

AYES: Bilski, Necker, Noack, Miller, Zapalac, Burttschell

NOES: None

The motion carried.

TAXPAYER IMPACT STATEMENT

Pursuant to Texas Government Code 551.043 (c), a taxpayer impact statement is required for meetings at which the City Council discusses or adopts the proposed budget, must include a taxpayer impact statement showing, for the median-valued homestead property, a comparison of the property tax bill in dollars pertaining to the property for the current year to an estimate of the property tax bill in dollars for the same property for the upcoming fiscal year.

Description	FY 2025-2026 Adopted Tax Rate	FY 2026-2027 Proposed Tax Rate	FY 2026- 2027 No- New- Revenue Rate
Tax Rate per \$100 of valuation	\$0.37731	\$0.37856	\$0.35290
Median Homestead Taxable Value	\$238,272	\$256,677	\$256,667
Estimated Annual Tax Bill	\$899	\$972	\$906
Difference from Current Fiscal Year	N/A	\$73	\$7

Councilwoman Curry reentered the meeting at 7:01 p.m.

12. Discussion and Possible Action regarding Proposed Fiscal Year 2026-2027 Budget.

A motion was made by Councilman Miller to Approve the Proposed Fiscal Year 2026-2027 Budget.

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

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

NOES: None

The motion carried.

13. Reports, Announcements, or Requests from Councilmembers.

Bilski	Put in a request with TxDOT about the Speed Limit on FM 2187
Necker	None
Noack	Thank you to Public Works, and for telling them about the Eye-On Water App
Miller	None
Curry	None

Zapalac None

Burttschell None

H. Adjourn

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

AYES: Bilski, Necker, Noack, Miller, Curry, Zapalac

NOES: None

The motion carried. The City Council meeting adjourned at 9:33 p.m.

PASSED AND APPROVED this 1st day of September 2026.

Carolyn Bilski, Mayor

ATTEST:

Sandra Vrabec, City Secretary

g)



AGENDA ITEM NO: **G. Consent Agenda (g)**

Approve a Professional Services Agreement with Steven Kutra.

SUBMITTED BY: Kimbra Hill, City Manager

MEETING DATE: September 1, 2026

STAFF REPORT

SUMMARY

Consideration and possible action to approve a Professional Services Agreement with Steven Kutra for professional financial services.

BACKGROUND

The City's Finance Director submitted her resignation, with her last day of employment being August 28, 2026. To maintain continuity of Finance Department operations during the transition and recruitment of a new Finance Director, staff has identified the need for temporary professional financial assistance.

Steven Kutra has previously provided professional financial services to the City and has agreed to assist the City during this transition.

The proposed Professional Services Agreement is for a period of six months beginning September 2, 2026, at a rate of \$90.00 per hour. The agreement does not establish specific workdays or hours, allowing services to be scheduled based on the City's operational needs and Mr. Kutra's availability.

SCOPE OF SERVICES

Under the proposed agreement, Mr. Kutra will provide professional financial services necessary to assist with maintaining Finance Department operations during the transition period.

Services will include, but are not limited to:

- Assisting with the continuation of day-to-day Finance Department operations;
- Providing professional financial and accounting support to City staff and administration;
- Assisting with the closeout of Fiscal Year 2025–2026;
- Assisting with opening and implementation of the Fiscal Year 2026–2027 budget;
- Assisting with financial reporting, reconciliations, year-end processes, and other accounting functions as needed;
- Providing assistance with financial matters necessary to maintain continuity during the recruitment and transition of a new Finance Director; and

- Other professional financial services within the scope of the agreement as requested by the City.

The intent of the agreement is to provide the City with experienced financial support during a period that includes both a Finance Department leadership transition and the fiscal year-end/beginning-of-year processes.

FINANCIAL IMPACT

The proposed rate for professional financial services is \$90.00 per hour.

Because the agreement does not establish a guaranteed number of hours, the total expenditure will depend upon the level of assistance required during the six-month term. Services will be utilized based upon the City's operational needs.

The use of temporary professional financial services provides the City flexibility to maintain necessary Finance Department functions while the City evaluates and recruits for the permanent Finance Director position.

STAFF RECOMMENDATION

Staff recommends approval of the Professional Services Agreement with Steven Kutra for professional financial services for a six-month period beginning September 2, 2026, at a rate of \$90.00 per hour, and authorization for the City Manager to execute the agreement on behalf of the City.



Professional Services Agreement

1. **Scope of Services.** The City of Sealy, Texas (“City”) and Steven Kutra (“Contractor”), collectively the Parties, (“Parties”), agree Contractor will provide services as the City’s Consultant and hereby agree to this Professional Services Agreement.
2. **Term of Agreement.** Except as provided for in Section 8, the term of this Professional Services Agreement (“Agreement”) will become effective on September 2, 2026 and shall continue for a period of six (6) months (the “Term”).
3. **Contractor Obligations.** Contractor shall devote such time as reasonably necessary for the satisfactory performance of work under this Agreement and as approved by the City Manager. The Contractor shall (under the direction of the City Manager or her designee):
 - A. Advise on all financial and operational activities of the City;
 - B. Assist and train Finance Director and Administrative Services Manager;
 - C. Conduct bank deposits, as needed;
 - D. Performs general financial operations;
 - E. Formulates and directs the City’s investment policies;
 - F. Advises on financial policies;
 - G. Discusses and advises the City Manager in the financial matters of the City;
 - H. Liaison with the independent auditors;
 - I. Maintain inventory fixed assets;
 - J. Assist Sealy Economic Development Corporation with various duties as needed;
 - K. Knowledge of financial functions and practices of municipalities;
 - L. Municipal experience in accounting, financing, budgeting, treasury, purchasing, tax, water, sewer, natural gas, and solid waste customer services, municipal operations, and electronic data processing;
 - M. P. card program maintenance;
 - N. Closing out Fiscal Year 2025-2026 Budget;
 - O. Opening and implementing the Fiscal Year 2026-2027 Budget;
 - P. Preparing monthly financial reports as requested; and
 - Q. Perform other duties as requested by City Manager or her designee.
4. **Independent Contractor.** It is understood and agreed in performing the Services specified herein, Contractor is acting independently, and not as an employee of City. Contractor shall control the manner and means by which services specified under the Scope of Services are

performed. There is no intended third-party beneficiary to this Agreement. Contractor shall invoice City for all hours worked as directed by the City Manager, subject to appropriated budget.

5. **Payment.** City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor at the rate of \$90.00/hr. Contractor will not be compensated for holidays, vacation time, sick time, retirement, or benefits. Contractor is responsible for complying with reporting requirements for all local, state, and federal taxes related to payments made to Contractor under this Agreement. The City of Sealy will issue the Contractor a 1099-NEC for compensation received in accordance with IRS rules.
6. **Invoices.** All fees paid to Contractor by City shall be based on invoices submitted to City in writing by Contractor for work performed. While invoices shall be submitted monthly, Payment shall be due in accordance with the City's regular payment practices or upon Termination of this Agreement.
7. **Reimbursement.** All routine business expenses incurred by Contractor in his role as Consultant will be reimbursed under the same terms and conditions that such expenses would be reimbursed for Contractors while working for the City; however, Contractor shall receive written permission from the City Manager prior to incurring any expenses hereunder except for allowable mileage. Commuting time will not be billed by Contractor.
8. **Termination.** Either party may terminate this Agreement upon written notice, without cause or penalty. In the instance of termination by written notice, Contractor shall provide City a final invoice showing all amounts due within seven (7) days of termination of the Agreement. The invoice shall be due and payable upon receipt by City in accordance with its regular payment practices.
9. **Survival of Obligation.** This Agreement shall automatically terminate upon death of Contractor, but the obligation for payment for work performed shall survive termination. In the instance of Contractor's death, all amounts owed shall be paid within thirty (30) days of Contractor's death, regardless of invoicing. Such payment(s) shall be made payable to "Estate of Steven Kutra," care of the address provided by Contractor under Notices.
10. **Notices.** Notices, if required, should be sent to:

If to City:

City of Sealy
Attn: City Manager
415 Main Street
Sealy, Texas 77474

If to Contractor:

Steven Kutra
335 Hill Street
Sealy, TX 77474

11. **Confidential Information.** Contractor will perform services for City which may require City to disclose confidential and proprietary information to Contractor or which may require City to grant authorization to Contractor to make or enter financial and legal transactions on behalf of the City. Confidential information includes, but is not limited to, any information of any kind, nature or description concerning matters affecting or relating to Contractor's services for the City, business operations of the City and/or, employee data, products, projects, drawings, plans, processes or other data of City. For financial and legal transactions, contractor shall obtain authorization from City prior to entering such transactions. Contractor further agrees:
- A. To use reasonable network and data security to protect City.
 - B. Not to reproduce confidential information or use the information for any purpose other than the performance of the work.
 - C. That upon request or upon termination of this Agreement, to deliver to City any notes, documents, equipment, or material received from City created by or originating from his activities for City.
 - D. City shall have the sole right to determine the treatment of any confidential information including the right to keep information confidential and proprietary.
12. **Release and Waiver of Rights.** Contractor agrees that City is not responsible for the payment of taxes or withholding a portion of the compensation for the payment of taxes resulting from Contractor's engagement with City. Contractor irrevocably and unconditionally releases City and its current and former elected and appointed officials, and its current and former directors, officers, managers, agents, employees, representatives, attorneys and affiliates, jointly and individually, and all persons acting by, through or with any of them (collectively referred to as the "Releasees"), from any and all claims, complaints, liabilities, damages, losses, causes of action, suits, proceedings, rights, costs, fees, and expenses (including attorneys' fees) of any nature or kind whatsoever, known or unknown, arising under federal, state or local law, which Contractor now has, or which he had at any time prior to the execution of the Agreement, against each, all, or any of the Releasees (collectively "Claims" and each a "Claim"). This release and waiver of rights is binding upon the parties and their heirs, administrators, representatives, executors, successors and assigns.
13. **Applicable Law and Venue.** This Agreement shall be governed by the laws of the State of Texas, and venue for any disputes shall reside in Austin County, Texas.
14. **Amendments.** This Agreement represents the full and complete agreement between City and Contractor and supersedes all prior written or verbal agreements. This Agreement may be modified or amended only by a written instrument signed by the parties.
15. **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal or unenforceable provision was not included.

16. **Immunity.** The Parties agree that the City has not waived its governmental or sovereign immunity by entering into and performing its obligations under this Agreement.
17. **Waiver.** Waiver by either Party of a breach, default, delay, or omission under this Agreement shall not be construed as a waiver of any subsequent breach of the same or other provisions.
18. **Entire Agreement; Amendments.** This Professional Services Agreement represents the complete agreement of the Parties.

CONTRACTOR

CITY OF SEALY, TEXAS

Steven Kutra

By: _____
Kimbra Hill, City Manager

Date: _____

Date: _____

ATTEST:

Sandra Vrablec, City Secretary

Date: _____

h)



AGENDA ITEM NO: _____

SUBMITTED BY: Patrick Parsons, Public Works Director

MEETING DATE: September 1, 2026

STAFF REPORT

DESCRIPTION

Discussion and possible action regarding the renewal of the Gas Department contract with Enserv Solutions.

ANALYSIS

Enserv Solutions stays updated with Railroad commission laws and regulations throughout the year. Enserv Solutions will continue updating the City of Sealy gas books that are required by the Railroad commission Rules and Regulations. Enserv also takes care of our random drug testing for the gas department and our CDL drivers.

The only change in the contract is the monthly management fee as well as their hourly & expense rates.

Monthly Management W/ Integrity- \$4,243/ month - last year's price was \$4,120

Monthly Management W/out Integrity- \$3,450/ month - last year's price was \$3,350

RECOMMENDATION

To approve the renewal of the contract with Enserv Solutions monthly management with integrity.

FINANCIAL IMPACTS

This contract is budgeted in the Gas Department under Consultant Services (57-517-53020).



08/14/2026

Hunter Kmiec
Gas Superintendent
City of Sealy
979-398-0845

Subject: DOT Compliance Support

It is Energy Services and Solutions, LLC (EnServ) pleasure to submit this bid of services for The City of Sealy. EnServ will provide Compliance Support for The City of Sealy to maintain compliance with TAC Title 16 Chapter 8 , 49 CFR 191, 192, 199 and 49 CFR 40. The proposal provided is for the following The City of Sealy's regulated assets.

Pipeline	Jurisdictional Status	Class 3 Miles
City of Sealy (Poly lines)	Distribution	49.64
City of Sealy (Steel lines)	Distribution	4.77

If you have any questions, please feel free to contact us and we will be happy to assist. EnServ looks forward to partnering with the City of Sealy team.

Nikki Durby
Compliance Manager
409-455-8304
Nikki@enservsolutions.com

Jose "Chevy" Cheverez
Integrity Manager
682-597-14736
Jose@EnServSolutions.com

1. Scope

Plans Management	1. Operation and Maintenance Plan (Includes DP Section) 2. Operator Qualification Plan 3. Drug and Alcohol Plan 4. Distribution Integrity Management Plan (DIMP)- <i>included with IMP mgmt. option below</i>	Included
Program Management (Identified Above)	1. Conduct Baseline Audit of Compliance Gaps 2. Audit and Maintain Inspection Records 3. Annual Program Reviews on above plans 4. Manual Revisions/Updates per request on above plans 5. Manual Revisions/Updates with regulatory changes on above plans 6. Assist with Implementation of Manual Requirements on above plans	Included
Regulatory Reporting Management	1. Annual Reports 2. OPID Requests 3. Acquisition/Divestiture Notices 4. Incident Reporting 5. State Permitting and Filing (As Required by 192) 6. Change Notifications (PS48 Construction, Other) 7. Semi-Annual Leak Reporting 8. DAMIS Reporting (when applicable)	Included
Drug and Alcohol Program Management PHMSA/FMCSA	Drug and Alcohol implementation (includes DOT employee transfer when applicable into DISA, program startup, afterhours DOT drug testing forms for onsite use and DOT Alcohol forms). *To ensure compliance with DOT regulations, City of Sealy will conduct pre-employment tests on PHMSA and FMCSA employees and place employees in perspective separate pools. EnServ will not charge for pre-employment tests during the implementation phase* <i>Annual subscription included</i>	Included
	Audit Current PHMSA D&A records and assist Company with Implementing the D&A program and maintaining the following records to ensure compliance with 49 CFR 199 & DOT part 40. <i>Each record is per employee, per testing site, and per laboratory:</i>	Included
	Provide the following D&A forms for supervisors completion on an <i>as needed bases</i>: Pre-employment Acknowledgment, Pre-employment Testing History, Previous DOT-Testing History, Certification of Completion (Supervisor's Training and Employees Training/Education), Post-Accident Guidelines for Supervisors &	

	Employees, Documentation of an Accident, Reasonable Suspicion Documentation, Refusal to Submit to a Drug and/or Alcohol test, Substance Abuse Professional Acknowledgment, RX/OTC Medication information	
	Maintain PHMSA/FMCSA roster (new hire / terminations)	
	Last 2 years of MIS reports – records	
	Last year Statistical Data Report or MIS report – Consortium	
	Last 5 years of Lab Reports – each laboratory	
	Laboratory statistical reports – each quarter/each lab used	
	EAP information, posters, training material – record	
	Supervisor training D&A- 1 hour drug; 1 hour alcohol – lifetime certification – records	
	MRO (Medical Review Officer) credentials and certifications	
	Blind specimen records (if applicable)	
	DOT History/Background Checks – Request of Information from previous DOT regulated Employers – RIF forms	
	Plan acknowledgement forms – at hire date and following program changes	
	Drug Collector Certifications – each testing facility	
	Breath Alcohol Collector Certifications – each testing facility	
	Documentation on Evidential Breath Testing Equipment (EBT) being used at- each testing facility	
	Quality Assurance Plan (QAP) for the (BAT) – each testing facility	
	Calibration records for EBT – each testing facility	
	SAP Evaluations – when applicable – monitor duration of program & Records Retention associated	
	Return to Duty and Follow up testing – when applicable	
	Post-Accident Testing – when applicable	
	If any reasonable cause tests on MIS report, will want to document the supervisors that made the determination and will	

	want to see supervisor training verification for those supervisors for records associated per PHMSA regulations	
D&A PHMSA/FMSCA Testing	Pay Associated Lab Fees / Testing Fees Accrued by Testing	\$50.00+ 15% Collection/test
Auditing	1. Participation and Preparation of one (1) PHMSA / TRRC Audit per Year. (5 Days, Travel Monday / Friday) a. PHMSA / State Audit Support b. PHMSA / State Response Communication	Included
Status Meetings	1. Conduct monthly Status meetings with City of Sealy team on all compliance programs being managed by Enserv. <i>*Additional status meetings will be billed out of scope</i>	Included

Integrity Management	1. Review existing DIMP program and provide guidance on all mandatory DIMP elements moving forward.	See Rate Options Below
	2. Develop and/or maintain SHRIMP program • Data collection, validation, and input into SHRIMP 4.0 • Review and verification of results • Recommendations for P&MMs, metrics, or other items to meet or exceed compliance • Implementation of accepted items above into DIMP manual (field or operational implementations excluded)	
	3. Annual Review to ensure updates and compliance with 192, Subpart P and State Regulations • Periodic Program Evaluation (default 3-year) • System Specification Review & Update • Manage SHRIMP documentation • P&MM Review & Update • Performance Metrics Review & Update • Receive input from Client	
	4. Assist with IMP-related questions, concerns, implementation, assessments, or other program requirements as requested, including IMP Audit Support. <u>Note:</u> This does not include field support or project management for technical assessments (construction/replacement projects, GWUT, Tethered ILL, ECAs, etc.), or data management beyond SHRIMP analysis/results.	

GIS Review	Preliminary GIS Review	Included
------------	------------------------	----------

RATES	Monthly Rate <u>with</u> Integrity Management	\$4,243/month
	Monthly Rate <u>without</u> Integrity Management	\$3,450/month

1. Assumptions

- Invoicing for Testing Fees and training will be invoiced in the month in which costs are accrued.
- The City of Sealy will notify the Consultant 5 business days prior to the new hire start date to ensure pre-employment testing is conducting and results received in a timely manner.

2. Exclusions

Scope does not currently include the following services:

- Engineering Services
- Environmental Services
- Field Inspections
- PHMSA / TRRC Filing Fees
- D&A testing fee's

3. Travel

Travel expenses are not included in any of the prices listed above. These expenses will be billed at the rates listed below:

4. Out of Scope

Any work not covered under the scope of this contract will be considered out of scope. Out of scope work will be discussed and approved (verbal or written) before work begins. The following table identifies the rate sheet for out-of-scope pricing:

Hourly Rates	
Rate Description	Hourly Rate
Principle/Partner	\$280
Integrity Manager	\$230
Project Manager	\$230
Senior Compliance Manager	\$205
ESG Consultant	\$180
Compliance Specialist	\$170
Senior Technical Writer	\$170
Integrity Specialist	\$155
Risk Modeling	\$155
Field Technician	\$155
GIS Specialist	\$150
Data Analysis	\$140
Project Safety	\$130
Technical Writer	\$120
Field Safety	\$120
Admin Rate	\$90

Expenses	
Description	Amount
Airfare	Cost + 10%
Lodging	Cost + 10%
Rental Car	Cost + 10%
Fuel	Cost + 10%
Parking	Cost + 10%
Mileage	\$1.25/Mile
Meals	\$125 per diem
Technical Writer	\$120
Field Safety	\$120
Admin Rate	\$90



5. Terms

By signing below the Company Representative Agrees to a **one (1) year contract** and will be responsible for paying this service contract on a Net 30 basis. The parties agree to the terms of this agreement and early termination of the contract will result in a six-month payout or through end of the contract whichever is less. Pricing will be increased by 3% per year starting 1 year after the signed contract date or start date, whichever is later. This Contract shall be deemed null and void if not signed within thirty days.

Service Selection:

- ☐ Monthly Management W/ Integrity - \$4,243/month
- ☐ Monthly Management W/out Integrity - \$3,450/month

Company Representative: _____

Date: _____

Signature: _____

i)



AGENDA ITEM NO: _____

Discussion and Possible Action regarding Strand Task Order No. 26-02 for the Downtown EST and Ward Bend Road GST Rehabilitation Project.

SUBMITTED BY: Patrick Parsons, Public Works Director

MEETING DATE: September 1, 2026

STAFF REPORT

DESCRIPTION

The City's elevated and ground water storage tanks are critical components of the public water system and require periodic rehabilitation to maintain regulatory compliance, protect water quality, preserve structural integrity, and extend the useful life of these significant public assets.

Texas Commission on Environmental Quality (TCEQ) regulations require clearwells, ground storage tanks, standpipes, and elevated storage tanks to be painted, disinfected, and maintained in accordance with current American Water Works Association (AWWA) standards. As protective coating systems age, they deteriorate and can expose the underlying steel to corrosion. If left unaddressed, deterioration can progress from a maintenance issue to more significant and costly structural repairs or eventual tank replacement.

The proposed rehabilitation generally includes abrasive blasting and surface preparation; cleaning and recoating interior and exterior surfaces; inspection and repair of deteriorated steel or other deficiencies identified during rehabilitation; and repair or replacement of associated tank appurtenances, such as vents, hatches, overflows, ladders, piping, safety components, and other equipment, as necessary.

This work is not cosmetic painting. The coating system serves as a protective barrier against corrosion and, on interior surfaces, is directly associated with the sanitary integrity of the City's potable water supply.

REGULATORY REQUIREMENTS

Title 30, Texas Administrative Code (TAC), Chapter 290 establishes requirements applicable to public drinking water systems.

Specifically, **30 TAC §290.43** requires potable water storage facilities to be properly constructed and maintained and requires clearwells, ground storage tanks, standpipes, and elevated tanks to be painted, disinfected, and maintained in accordance with current AWWA standards. Coatings installed on surfaces in contact with potable water must also meet applicable drinking-water requirements, including ANSI/NSF Standard 61.

TCEQ requirements also address tank components and appurtenances including vents, access openings, overflows, drains, piping, level indicators, and other features necessary to protect the stored water from contamination and maintain safe and reliable operation.

Accordingly, rehabilitation provides an opportunity to address both deterioration of the coating system and aging, deteriorated, or noncompliant appurtenances while the tank is removed from service.

NEED FOR PROFESSIONAL ENGINEERING SERVICES

Rehabilitation of a municipal water storage tank is a specialized public infrastructure project involving structural, sanitary, hydraulic, coating, safety, and regulatory considerations.

Professional engineering services are necessary to evaluate existing conditions and establish appropriate rehabilitation requirements.

ANALYSIS

Please See Attached Task Order.

RECOMMENDATION

Staff recommends to approve Task Order No. 26-02.

FINANCIAL IMPACTS

This is budgeted and noted for line item 56-511-56175. The same amount is also budgeted in the FY 2026-2027 budget within the same line item for any carry over expenses.



OWNER REVIEW

DRAFT

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

Task Order No. 26-02
City of Sealy, Texas (OWNER)
and Strand Associates, Inc.® (ENGINEER)
Pursuant to Agreement for Technical Services dated September 17, 2018

Project Information

Project Name: Downtown Elevated Storage Tank (EST) and Ward Bend Road Ground Storage Tank (GST) Rehabilitation

Project Description: Blast, clean, and recoat the 300,000-gallon downtown EST and 200,000-gallon Ward Bend Road GST. The scope will include containment, rehabilitation, and replacement of associated appurtenances.

Services Description: Provide design, bidding-, and construction-related services.

Scope of Services

ENGINEER will provide the following services to OWNER.

Design Services

1. Prepare for and attend one kickoff meeting with OWNER.
2. Contract with National Association of Corrosion Engineers (NACE)-certified personnel to perform a predesign observation of interior and exterior of both tanks and prepare a report listing potential deficiencies.
3. Prepare draft Bidding Documents using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2018 edition, technical specifications, and engineering drawings.
4. Submit draft Bidding Documents to OWNER for review.
5. Prepare prebid opinion of probable construction costs (OPCC) and submit to OWNER. The OPCC will be prepared in accordance with the Association for the Advancement of Cost Engineering, Cost Estimate Classification System, Class 3 estimate.
6. Attend one meeting with OWNER to review the draft Bidding Documents and incorporate review comments, as appropriate.
7. Submit technical specifications to the Texas Commission on Environmental Quality for review and approval.

TBPE No. F-8405
TBPLS No. 10030000

H:\mbs\BRED\Documents\Agreements\City of (TX)\TSA 2018\TO 2026\3901.096 26-02.docx

OWNER REVIEW

Strand Associates, Inc.®

City of Sealy, Texas
Task Order No. 26-02
Page 2
August 20, 2026

DRAFT

Bidding-Related Services

1. Distribute Bidding Documents electronically through CivCast, available at www.strand.com and www.civcastusa.com. Submit Advertisement for Bids to OWNER's chosen newspaper for publishing. OWNER shall pay for publishing directly.
2. Prepare addenda and answer questions during bidding.
3. Attend bid opening, tabulate and analyze bid results, and assist OWNER in the award of the Construction Contract. Attend one council meeting for the award of the Construction Contract.
4. Prepare two sets of Contract Documents for signature.

Construction-Related Services

Provide contract administration services for an anticipated six-month construction duration including attendance at the preconstruction conference, review of up to three iterations of contractor's shop drawing submittals, review of up to six contractor's periodic pay requests, attendance at six construction progress meetings, up to six site visits, and participation in project closeout. Review of payment requests from the contractor will not impose responsibility to determine that title to any of the construction work has passed to OWNER free and clear of any liens, claims, or other encumbrances.

Tank Observation Services

Contract with NACE-certified personnel to perform up to 60 site visits for part-time construction observation.

Compensation

OWNER shall compensate ENGINEER for Services under this Task Order a lump sum of \$110,000.

Schedule

Services will begin upon execution of this Task Order, which is anticipated the week of August 31, 2026. Services are scheduled for completion on August 31, 2027.

TASK ORDER AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

STRAND ASSOCIATES, INC.®

OWNER:

CITY OF SEALY, TEXAS

DRAFT

Joseph M. Bunker
Corporate Secretary

Date

Carolyn Bilski
Mayor

Date

8-19-2025 02:47 PM

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

PAGE:114

56 -WATER & SEWER FUND
WATER

	2022-2023	2023-2024	(----- 2024-2025 -----)	(----- 2025-2026 -----)			
DEPARTMENTAL EXPENDITURES	ACTUAL	ACTUAL	CURRENT BUDGET	YEAR-TO-DATE ACTUAL	PROJECTED YEAR END	PROPOSED BUDGET	APPROVED BUDGET
<u>CAPITAL OUTLAY</u>							
56-511-56010 Buildings	0	0	56,400	0	0	0	0
56-511-56090 Motor Vehicles	0	0	0	0	0	0	0
56-511-56100 Special Equipment	2,053	5,063	85,000	0	0	0	0
56-511-56130 Water Infrastructure Impro	0	1,269	10,000	0	0	90,000	90,000
56-511-56135 Water Line Improvements	0	0	160,280	0	0	0	0
56-511-56175 Water Tank Improvements	0	0	65,000	0	0	700,000	700,000
56-511-56995 Engineering Services	4,024	0	0	0	0	0	0
TOTAL CAPITAL OUTLAY	6,077	6,332	376,680	0	0	790,000	790,000
511-56130 Water Infrastructure Impro	NEXT YEAR NOTES: Hydrant rehab/painting \$75,000 & replace well 5 & 6 meters with Badger meters.						
511-56175 Water Tank Improvements	NEXT YEAR NOTES: Recoat downtown or walmart tower \$500,000. GST rehab at well 8 \$200,000.						
TOTAL WATER	2,542,918	2,302,440	2,208,153	0	0	2,690,526	2,690,526

j)



AGENDA ITEM NO:___

Consideration and possible action to accept a donation from International Paper in the amount of \$1,000 for Public Safety.

SUBMITTED BY: Russell Grimes, Chief of Police

MEETING DATE: September 1st, 2026

STAFF REPORT

DESCRIPTION

Consideration and possible action to accept a donation from International Paper in the amount of \$1,000 for Public Safety.

BACKGROUND

International Paper has offered a donation in the amount of \$1,000 to the City of Sealy in support of Public Safety. The contribution reflects International Paper's continued commitment to supporting the community and the public safety services that serve Sealy residents, businesses, and visitors.

FISCAL IMPACT

Acceptance of the donation will result in \$1,000 in additional funding for Public Safety with no required City match or additional expenditure associated with accepting the donation.

Funds will be deposited and accounted for in accordance with City financial policies and applicable accounting requirements.

RECOMMENDATION

Staff recommends that the City Council approve acceptance of the donation from International Paper for Public Safety.

EXHIBIT B – STANDARD DONATION AGREEMENT

**City of Sealy
Standard Donation Agreement**

The undersigned Donor wishes to make a donation to the City of Sealy as described in more detail below.

The donor is (check and complete all that apply):

- ☒ donating \$\$1,000 in a lump sum
- ☐ donating \$_____ in _____ (monthly, quarterly, etc.) payments of \$_____ in _____ installments.
- ☐ donating the following (describe products, services, investment securities, real property, etc.):

- ☒ If this box is checked, this donation is restricted to the following uses: "Public Safety"
- ☐ If this box is checked, this donation shall remain anonymous, but I understand and acknowledge my donation may be subject to disclosure under the Texas Public Information Act:

The city will publicly recognize donor(s) (as described in policy) by

_____ [describe recognition]:

- ☐ If this box is checked this donation is being made at the behest of Council Member/Commissioner/City Staff Member _____.

In connection with administering this agreement, Donor and City shall work through the following primary representatives:

	City of Sealy	Donor
Primary Representative:	Russell Grimes	Rick Baumon
Address:	405 Main St., Sealy, TX, 77474	1485 Silliman St., Sealy, TX, 77474

April 18, 2023

Telephone:	979-627-6140	979-885-4191
Fax:		
Cell Phone:		
E-mail:	rgrimes@ci.sealy.tx.us	

In addition to the foregoing, the Donor and City understand and agree that:

1. The City will provide the Donor with a donation receipt indicating the amount of the donation or the estimated value of goods or services donated within 30 days of receiving the donation.
2. Donor's contribution to the City will be recognized publicly as described above.
3. Except as provided above, the City may use the donation in any manner at its sole discretion and Donor has no right or obligation to control the City's use of the donation.
4. Donor has not and will not receive any goods or services in exchange for the donation and the City will not grant any extra consideration to the donor in relation to City procurement, regulatory matters, or any other business, services, or operations of the City.
5. Donor confirms that unless indicated otherwise above this donation is not made at the behest of a City Council Member or of any member of the Planning or Heritage Preservation Commissions or staff of the Community Development Department.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

Donor

City of Sealy

Rick Bauman

Kimbra Hill, City Manager

Name

Title

Date: _____

Date: _____

ATTEST:

Sandra Vrabec, City Secretary

Date: _____

EXHIBIT D – DONATION ACCEPTANCE FORM



City of Sealy Donation Acceptance Form

This is to confirm that on _____ [insert date]

☐ the City of Sealy

☐ City of Sealy employee: _____
received from International Paper, 1485 Silliman St., Sealy, TX, 77474
[insert donor name and address]:

☒ a monetary contribution of \$1,000

☐ a non-monetary contribution consisting of [describe goods, services, property, securities, etc.]:

No goods or services were provided by the City of Sealy in return for the contribution.

[City employee name]

April 18, 2023

EXHIBIT E – DONATION RECEIPT



City of Sealy Donation Receipt

This is to confirm that on _____ [insert date]

- ☐ the City of Sealy
- ☐ City of Sealy employee
received from International Paper, 1485 Silliman St., Sealy, TX, 77474
[insert donor name and address]:

- ☒ a monetary contribution of \$ 1,000
- ☐ a non-monetary contribution consisting of [describe goods, services, property, securities, etc.]:

No goods or services were provided by the City of Sealy in return for the contribution.

The City sincerely appreciates your donation.

City of Sealy

k)



AGENDA ITEM NO:___

Consideration and possible action to accept a \$2,000 donation from Robert "Bobby" Necker for the Sealy Police Department's Drone Program.

SUBMITTED BY: Russell Grimes, Chief of Police

MEETING DATE: September 1st, 2026

STAFF REPORT

DESCRIPTION

Consideration and possible action to accept a \$2,000 donation from Mr. Robert Necker for the Sealy Police Department's Drone Program.

BACKGROUND

Mr. Necker has generously offered a donation in the amount of \$2,000 to the City of Sealy, specifically restricted for use by the Sealy Police Department Drone Program.

The Police Department continues to develop its unmanned aircraft system (UAS) capabilities to support public safety operations. Drone technology can assist officers with a variety of missions, including locating missing or endangered persons, documenting major traffic crashes and crime scenes, assisting during critical incidents, supporting search operations, providing situational awareness during emergencies, and improving officer and community safety.

The donated funds will be restricted to expenditures directly supporting the Police Department's Drone Program and may be used for eligible program expenses such as equipment, accessories, batteries, replacement components, training, software, or other operational needs associated with maintaining and expanding the Department's UAS capabilities.

FISCAL IMPACT

The donation will provide \$2,000 in restricted funds to support eligible expenses associated with the Sealy Police Department Drone Program. There is no required City match associated with this donation.

RECOMMENDATION

Staff recommends that the City Council accept the \$2,000 donation and authorize the funds to be restricted for use by the Sealy Police Department Drone Program.

April 18, 2023

EXHIBIT B – STANDARD DONATION AGREEMENT

City of Sealy Standard Donation Agreement

The undersigned Donor wishes to make a donation to the City of Sealy as described in more detail below.

The donor is (check and complete all that apply):

- ☐ donating \$ \$2,000 in a lump sum
- ☐ donating \$ _____ in _____ (monthly, quarterly, etc.) payments of \$ _____ in _____ installments.
- ☐ donating the following (describe products, services, investment securities, real property, etc.):

☒ If this box is checked, this donation is restricted to the following uses: Sealy Police - Drone

☐ If this box is checked, this donation shall remain anonymous, but I understand and acknowledge my donation may be subject to disclosure under the Texas Public Information Act:

The city will publicly recognize donor(s) (as described in policy) by

_____ [describe recognition]:

☐ If this box is checked this donation is being made at the behest of Council Member/Commissioner/City Staff Member _____.

In connection with administering this agreement, Donor and City shall work through the following primary representatives:

	City of Sealy	Donor
Primary Representative:	Russell Grimes	Robert Necker
Address:	405 Main St. Sealy TX 77474	Sealy TX 77474

April 18, 2023

Telephone:	979-627-6140	
Fax:		
Cell Phone:		
E-mail:	rgrimes@ci.sealy.tx.us	

In addition to the foregoing, the Donor and City understand and agree that:

1. The City will provide the Donor with a donation receipt indicating the amount of the donation or the estimated value of goods or services donated within 30 days of receiving the donation.
2. Donor's contribution to the City will be recognized publicly as described above.
3. Except as provided above, the City may use the donation in any manner at its sole discretion and Donor has no right or obligation to control the City's use of the donation.
4. Donor has not and will not receive any goods or services in exchange for the donation and the City will not grant any extra consideration to the donor in relation to City procurement, regulatory matters, or any other business, services, or operations of the City.
5. Donor confirms that unless indicated otherwise above this donation is not made at the behest of a City Council Member or of any member of the Planning or Heritage Preservation Commissions or staff of the Community Development Department.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

Donor

City of Sealy

Robert Necker

Kimbra Hill, City Manager

Name

Title

Date: _____

Date: _____

ATTEST:

Sandra Vrablec, City Secretary

Date: _____

April 18, 2023

EXHIBIT D – DONATION ACCEPTANCE FORM



City of Sealy Donation Acceptance Form

This is to confirm that on 08/24/2026 [insert date]

☐ the City of Sealy

☒ City of Sealy employee: Russell Grimes

received from Robert Necker
[insert donor name and address]:

☒ a monetary contribution of \$ 2,000

☐ a non-monetary contribution consisting of [describe goods, services, property, securities, etc.]:

No goods or services were provided by the City of Sealy in return for the contribution.



[City employee name]

April 18, 2023

EXHIBIT E – DONATION RECEIPT



City of Sealy Donation Receipt

This is to confirm that on 08/24/2026 [insert date]

☐ the City of Sealy

☒ City of Sealy employee

received from Robert Necker

[insert donor name and address]:

☒ a monetary contribution of \$ 2,000

☐ a non-monetary contribution consisting of [describe goods, services, property, securities, etc.]:

No goods or services were provided by the City of Sealy in return for the contribution.

The City sincerely appreciates your donation.

City of Sealy

l)



AGENDA ITEM NO: _____

SUBMITTED BY: Mike Barrow, Assistant City Manager

MEETING DATE: September 1, 2026

STAFF REPORT

DESCRIPTION

Discussion and Possible Action regarding Change Order #1 for the W. E. Hill Community Center Project (Restroom renovations).

ANALYSIS

After review of the drawings and specifications that were bid and conversations amongst staff, I met with the contractor who was awarded the \$98,000 contract to discuss clarifications and changes to specifications.

See the attached change order request sent to the contractor and the contractor's responses and change order highlighted in yellow.

RECOMMENDATION

Approve Change Order #1.

FINANCIAL IMPACTS

\$1,500 additional cost or 1.53% increase in contract amount.

Clarifications and Change Order #1

	Type	\$ + or -	Acknowledgment
1 All Interior doors will have new hardware as shown on Sheet A-201	Clarification		
2 Womens restroom undersink cabinets to be removed from requirements. Counter top and counter top support as otherwise shown to remain, as shown on Sheets A-601 and A-201. Note: Also agreed that the depth of counter top would be 24 inches.	Change Order #1	-\$250.00	
3 Faucets specified on Sheet P-201, replace both mens and womens with TOUCHLESS Polished Chrome American Standard Mfg Model 605B215.002	Change Order #1	\$190.00	
4 Toilet flush valves specified on Sheet P-201, replace both mens and womens with TOUCHLESS Polished Chrome American Standard Mfg Mod 606S161.002	Change Order #1	\$1,200.00	
5 Urinal flush valves specified on Sheet P-201, replace with Polished Chrome American Standard Mfg Model 606S100.002	Change Order #1	\$480.00	
6 The two tone colors for the restrooms specified will only be one color for the walls (PT-2 only)	Clarification/Change		
7 Color for toilet/urinal partitions is Pewter Mesh 4878-38	Clarification		
8 We are going with alternate LVT-1 Flooring, same specifications Sheet A-221, but different color. Use SKU 101233393	Clarification/Change		
9 Mens trash can and paper towel dispenser to remain as is.	Clarification		
10 Womens trash can is to be removed and not replaced. City will provide final trash can.	Clarification		
11 Public works to install TOUCHLESS hand dryers in both womens and mens restrooms.	Clarification		
12 Only ceiling addition shown in plans for new janitor closet. No other improvements.	Clarification		
13 Remove from the requirements a mens full length mirror	Change Order #1	-\$120.00	
14 Reuse existing toilets and urinals, but replace exposed plumbing with Polished Chrome	Clarification		
15 Replace mens sinks as shown on Sheet P-201	Clarification		
16 Replace womens sinks as shown on Sheet P-201	Clarification		
17 Replace water fountain as shown in specifications on Sheet P-201 Model # EZSTL8LC	Clarification		
18 Repair or replace door frame of mens restroom door (to be determined after Notice to Proceed)	To be determined		
19 The 44 GFI means 44 inches height elevation and the 24 GFI means 24 inches height elevation	Clarification		
20 Locksets will be keyed to what comes with the lockset. If we want to change them we can later.	Clarification		
21 During work, contractor will curtain off with plastic to keep work debris and dust on the work side of the curtain and away from the rest of the use of the building.	Clarification		
22 Work hours are 7am - 7pm unless meeting is scheduled and contractor will be notified at least 24 hrs in advance by text to Jonathan Costa 817-528-4887.	Clarification		
23 Debris, trash, and dust is to be picked up, swept up, and cleaned up each night from the entrance door to the curtained off plastic work area.	Clarification		
24	Total + or - Change Order #1	\$1,500.00	
25	Original Contract	\$98,000.00	
26	Percentage change with Change Order	1.53%	
	Total After Change Order	\$99,500.00	
08.11.2026 CSP #2026-003 plus Addendum #1 Signature:  Date: 8/12/2026			

Clarifications and Change Order #1

		Type	\$ + or -	Acknowledgment
1	All interior doors will have new hardware as shown on Sheet A-201	Clarification		
2	Womens restroom undersink cabinets to be removed from requirements. Counter top and counter top support as otherwise shown to remain, as shown on Sheets A-601 and A-201. Note: Also agreed that the depth of counter top would be 24 inches.	Change Order #1	-\$250.00	
3	Faucets specified on Sheet P-201, replace both mens and womens with TOUCHLESS Polished Chrome American Standard Mfg Model 605B215.002	Change Order #1	\$190.00	
4	Toilet flush valves specified on Sheet P-201, replace both mens and womens with TOUCHLESS Polished Chrome American Standard Mfg Mod 6065161.002	Change Order #1	\$1,200.00	
5	Urinal flush valves specified on Sheet P-201, replace with Polished Chrome American Standard Mfg Model 6065100.002	Change Order #1	\$480.00	
6	The two tone colors for the restrooms specified will only be one color for the walls (PT-2 only)	Clarification/Change		
7	Color for toilet/urinal partitions is Pewter Mesh 4878-38	Clarification		
8	We are going with alternate LVT-1 Flooring, same specifications Sheet A-221, but different color. Use SKU 101233393	Clarification/Change		
9	Mens trash can and paper towel dispenser to remain as is.	Clarification		
10	Womens trash can is to be removed and not replaced. City will provide final trash can.	Clarification		
11	Public works to install TOUCHLESS hand dryers in both womens and mens restrooms.	Clarification		
12	Only ceiling addition shown in plans for new janitor closet. No other improvements.	Clarification		
13	Remove from the requirements a mens full length mirror	Change Order #1	-\$120.00	
14	Reuse existing toilets and urinals, but replace exposed plumbing with Polished Chrome	Clarification		
15	Replace mens sinks as shown on Sheet P-201	Clarification		
16	Replace womens sinks as shown on Sheet P-201	Clarification		
17	Replace water fountain as shown in specifications on Sheet P-201 Model # EZSTL8LC	Clarification		
18	Repair or replace door frame of mens restroom door (to be determined after Notice to Proceed)	To be determined		
19	The 44 GFI means 44 inches height elevation and the 24 GFI means 24 inches height elevation	Clarification		
20	Locksets will be keyed to what comes with the lockset. If we want to change them we can later.	Clarification		
21	During work, contractor will curtain off with plastic to keep work debris and dust on the work side of the curtain and away from the rest of the use of the building.	Clarification		
22	Work hours are 7am - 7pm unless meeting is scheduled and contractor will be notified at least 24 hrs in advance by text to Jonathan Costa 817-528-4887.	Clarification		
23	Debris, trash, and dust is to be picked up, swept up, and cleaned up each night from the entrance door to the curtained off plastic work area.	Clarification		
24	Total + or - Change Order #1		\$1,500.00	
25	Original Contract		\$98,000.00	
26	Percentage change with Change Order		1.53%	
	Total After Change Order		\$99,500.00	
08.11.2026 CSP #2026-003 plus Addendum #1		Signature: 	Date: 8/12/2026	

m)



AGENDA ITEM NO: _____

SUBMITTED BY: Patrick Parsons, Public Works Director

MEETING DATE: September 1, 2026

STAFF REPORT

DESCRIPTION

Discussion and Possible Action regarding Strand Associates Change Order No. 1 for the Seventh Street Water Line and Roadway Improvement Project, that includes Water, Sewer, and Sod Restoration work.

ANALYSIS

Please see Attached.

RECOMMENDATION

Staff Recommends to approve Change Order No. 1.

FINANCIAL IMPACTS

The original contract Price is \$1,011,695.50 with the change order of \$26,170.00 will bring the price to \$1,037,865.50.



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

August 18, 2026

CHANGE ORDER NO. 1

PROJECT: Seventh Street Water Line and Roadway Improvements
OWNER: City of Sealy, Texas
CONTRACT: 3-2025
CONTRACTOR: Sovrex, LLC

Description of Change

1a	Increase the unit price of Bid Item No. 7 from \$13.00 per linear foot (LF) to \$18.00 per LF because of a material change from polyvinyl chloride to high density polyethylene for the 2-inch waterline, as requested by OWNER.	ADD	\$1,750.00
1b	Increase the quantity of Bid Item No. 32 from 5 each (EA) to 7 EA at \$1,500.00 EA because of the discovery of two additional sanitary sewer services during installation (quantity overrun).	ADD	\$3,000.00
1c	Add 1 lump sum (LS) "Furnish and Install a New 4-IN Sanitary Sewer Service to 603 Hardeman Street, Sealy, TX 77474" at \$6,500.00 LS.	ADD	\$6,500.00
1d	Add 1 LS "Furnish and Install Sod Restoration" at \$14,920.00 LS.	ADD	\$14,920.00
TOTAL VALUE OF THIS CHANGE ORDER:			ADD \$26,170.00

Contract Price Adjustment

Original Contract Price	\$1,011,695.50
Previous Change Order Adjustments	\$0.00
Adjustment in Contract Price this Change Order	\$26,170.00
Current Contract Price including this Change Order	\$1,037,865.50

Contract Substantial Completion Date Adjustment

Original Contract Substantial Completion Date	August 2, 2026
Contract Substantial Completion Date Adjustments due to previous Change Orders	0 Days
Contract Substantial Completion Date Adjustments due to this Change Order	11 Days
Current Substantial Contract Completion Dates including all Change Orders	August 13, 2026

TBPE No. F-8405
TBPLS No. 10030000

BEF:cdg\R\BREN\Documents\Specifications\Archive\2026\Sealy, City of (TX)\3903.092.3-2025.BEF\17) Change Orders\CO 1.docx

City of Sealy-Sovrex, LLC
Contract 3-2025, Change Order No. 1
Page 2
August 18, 2026

Contract Final Completion Date Adjustment

Original Contract Final Completion Date	September 1, 2026
Contract Final Completion Date Adjustments due to previous Change Orders	0 Days
Contract Final Completion Date Adjustments due to this Change Order	11 Days
Current Final Contract Completion Dates including all Change Orders	September 12, 2026

This document shall become a supplement to the Contract and all provisions will apply hereto.

RECOMMENDED

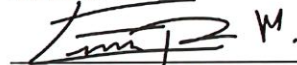


ENGINEER-Strand Associates, Inc.®

August 18, 2026

Date

APPROVED

 W.

CONTRACTOR-Sovrex, LLC

August 20, 2026

Date

APPROVED

OWNER-City of Sealy, Texas

Date

H. BUSINESS

ITEM #1



AGENDA ITEM NO: _____

Discussion and Possible Action regarding the Public Works Director's recommendation of the annual nomination for the Purchase and Sale of Natural Gas.

SUBMITTED BY: Patrick Parsons, Public Works Director

MEETING DATE: September 1, 2026

STAFF REPORT

DESCRIPTION

The City annually reviews its natural gas usage and establishes the firm daily quantities, or **nominations**, for the purchase and sale of natural gas through the City's agreements with **West Texas Gas Marketing, LLC (WTG)**.

The City's current contract period is **October 1, 2025 through September 30, 2026**. As the City prepares for the upcoming contract period, the Public Works Director has reviewed natural gas consumption at the City's three gas gates and is presenting the recommended nominations for City Council consideration.

The purpose of this item is to establish the appropriate firm daily quantities based upon actual system usage and anticipated demand. **Based on City Council's directive provided through this item, the actual contracts, including the specific pricing, service fees, and other contractual terms for the upcoming period, will be presented for formal approval on the September 15, 2026 City Council agenda.**

ANALYSIS

CURRENT CONTRACT STRUCTURE

The City currently has two agreements with West Texas Gas Marketing, LLC.

Exhibit A – City Gas Gates 1 & 2

Exhibit A establishes the terms for natural gas delivered through City Gas Gates 1 and 2. The current **Firm Quantity is 850 MMBtu per day**.

Under the current agreement, the commodity price for Firm Quantities is based upon the **Houston Ship Channel (HSC) Gas Daily Midpoint Price** posted for the actual day of delivery, plus a service fee charged by WTG per MMBtu.

When the City's daily consumption exceeds the 850 MMBtu Firm Quantity, the volumes above the nomination are considered **Interruptible Quantities**. The price for these quantities is determined pursuant to the applicable interruptible pricing provisions contained within the agreement.

In addition to the applicable Firm and Interruptible Quantity pricing, the City pays WTG a monthly fee calculated on a per-MMBtu basis multiplied by the number of days in the applicable month.

The specific pricing methodology, service fees, and other financial terms applicable to the upcoming contract period will be included in the proposed agreement presented to City Council for formal consideration on September 15, 2026.

Exhibit A-1 – City Gas Gate #3

Exhibit A-1 establishes the nomination for **City Gas Gate #3**, which exclusively serves the **Hailiang Copper Texas facility**.

The pricing and contractual structure for Gate #3 generally mirrors the terms applicable to City Gas Gates 1 and 2, including Firm Quantities, Interruptible Quantities, applicable index pricing, and service fees.

Because Gate #3 serves a single industrial customer, its nomination can be evaluated independently based upon the actual usage associated with that facility.

USAGE ANALYSIS

Staff has reviewed natural gas consumption during the current fiscal year to evaluate whether the existing nominations remain appropriate.

The attached spreadsheet provides daily usage information and identifies the days during the current fiscal year-to-date in which actual consumption exceeded the City's established nominations. The analysis also provides the average and median daily usage to assist City Council in evaluating the appropriate level of Firm Quantities for the upcoming contract period.

The objective is to establish a Firm Quantity that reasonably reflects anticipated demand without unnecessarily increasing the City's contractual commitment, while also recognizing that consumption above the established nomination is subject to the Interruptible Quantity pricing provisions of the agreement.

RECOMMENDATION

Based upon the review of current usage, the Public Works Director recommends the following nominations for the upcoming contract period:

- **City Gas Gates 1 & 2:** Maintain the existing Firm Quantity nomination of **850 MMBtu/day**.
- **City Gas Gate #3:** Increase the Firm Quantity nomination to **75 MMBtu/day**.

At the time of preparation of this staff report, staff is awaiting confirmation from West Texas Gas Marketing, LLC that the Gate #3 nomination may be established in a **25 MMBtu/day increment**. The final recommended nomination for Gate #3 will therefore be subject to confirmation by WTG prior to execution of the agreement.

NEXT STEPS

Following City Council's direction regarding the nominations, staff will coordinate with West Texas Gas Marketing, LLC to finalize the contracts for the upcoming contract period based upon Council's directive.

The actual contracts with West Texas Gas Marketing, LLC will be presented to City Council on September 15, 2026, for formal consideration and approval. The contracts will include the approved Firm Quantity nominations, applicable commodity pricing methodology, service fees, Interruptible Quantity provisions, monthly charges, contract period, and other contractual terms.

EXHIBIT "A"

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

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

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

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

Package #1 – Aggregate of the following meters:

City of Sealy #1 – Meter #8152210
City of Sealy #1 Run #2 – Meter #8152211
City of Sealy #2 – Meter #8152213

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

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

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

Effective Date of this Exhibit A: October 1, 2025

Supersedes Exhibit A Effective: October 1, 2024

WTG GAS MARKETING, LLC

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

CITY OF SEALY, TEXAS

By: 
Carolyn Bilski
Title: Mayor

EXHIBIT "A-1"

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

WTG GAS MARKETING LLC
And
CITY OF SEALY, TEXAS

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

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

Package #2 - HG
City of Sealy 3

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

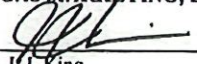
For Interruptible Quantities (volumes in excess of 50 MMBtu/Day) the price for those volumes will be equal to the highest of: (i) 101% of the GDD HSC Midpoint price as posted for the Day in which the Interruptible Quantity occurred plus \$2.00 per MMBtu; or (ii) 101% of the GDD HSC Midpoint price as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

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

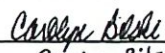
Effective Date of this Exhibit A: October 1, 2025

Supersedes Exhibit A Effective: October 1, 2024

WTG GAS MARKETING, LLC

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

CITY OF SEALY, TEXAS

By: 
Carolyn Bilski
Title: Mayor

Sep-24		Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-24	Oct-24	Nov-24															
1	240	1	541	1	449	1	403	1	431	1	449	1	348	1	386	1	585	1	388	1	561	1	475	1	1	1	4	1	7	
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3	560	3	543	3	380	3	719	3	583	3	614	3	626	3	406	3	308	3	618	3	449	3	447	3	3	19	3	10	3	0
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		31	530				31	320	31	732		31	456			31	408									31	10			
Average	452.2	487	508	570		977		781		538	442	497	529	529	529	529	529	529	529	529	529	473			Average	12	9	8		
Median	470	533	561	629		977		685		595	431	565	558	558	558	558	558	558	558	558	561	497			Median	14	10	10		

Average	452.2	487	508	570	977	781	538	442	497	529	529	473	Average	12	9	8
Median	470	533	561	629	977	685	595	431	565	558	561	497	Median	14	10	10

700-850 21
>851 28

40-49
>50

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12	15	16	18	21	20	18	11	32

ITEM #2

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEALY, TEXAS, REQUESTING THE PRIMA FACIE SPEED LIMIT FOR VEHICLES TRAVELING UPON FARM-TO-MARKET 2187 FROM FARM-TO-MARKET 1094 TO HIGHWAY 36 BE REDUCED FROM THE CURRENT PRIMA FACIE SPEED LIMITS.

* * * * *

WHEREAS, the City Council is concerned with Farm-to-Market 2187 safety based on the current speed limits of 55 miles per hour and the increased traffic volume from the past five years from development west along Farm-to-Market 2187, the new Texas Department of Transportation Sealy Local Office, the new Fuel-Max Convenient Store, Section 1 and Section 2 Hunters Crossing Residential Development, and ingress and egress safety concerns of the Sealy Elementary School; and

WHEREAS, the Texas Department of Transportation received in May 2026 a Traffic Impact Analysis studying current intersections to Farm-to-Market 2187, the addition of two new street intersections to Farm-to-Market 2187 and the addition of a commercial driveway from planned development for Hunters Crossing Sections 3, 4, and 5, and future developments of Hunters Crossing Sections 6, 7, and 8 are planned for 2029 and 2030, and reduction of speed limits through this area of Farm-to-Market 2187 is prudent and will preserve and protect public health and safety and decrease the likelihood of traffic-related injuries and death and damage to personal property.

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

Section 1 Request. The City Council of the City of Sealy requests that the Texas Department of Transportation conduct a speed limit study to reduce the current normal speed limits on Farm-to-Market 2187 from Farm-to-Market 1094 to Highway 36 in Sealy, Texas.

Section 2 Authorization. The City Manager is hereby authorized to take all necessary steps to implement the provisions of this Resolution.

Section 3 Effective Date. This Resolution shall take effect immediately upon its adoption for new speed limit reductions.

Section 4 Recitals. The City Council finds all the above recitals to be true and correct and incorporates the same in this Resolution as findings of fact.

Section 5 Severability. If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be unconstitutional or illegal, such decision shall not affect the validity of the remaining sections of this Resolution. The City Council hereby declares that it would have passed this Resolution, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, clauses, or phrases be declared void.

PASSED and APPROVED BY THE CITY COUNCIL OF THE CITY OF SEALY, TEXAS, this, the 1st day of September, 2026.

Carolyn Bilski, Mayor

ATTEST:

Sandra Vrablec, City Secretary

ITEM #3



AGENDA ITEM NO: _____

SUBMITTED BY: Patrick Parsons, Public Works Director

MEETING DATE: September 1, 2026

STAFF REPORT

DESCRIPTION

Discussion and Possible Action regarding the removal or move the banner poles located on South of town.

ANALYSIS

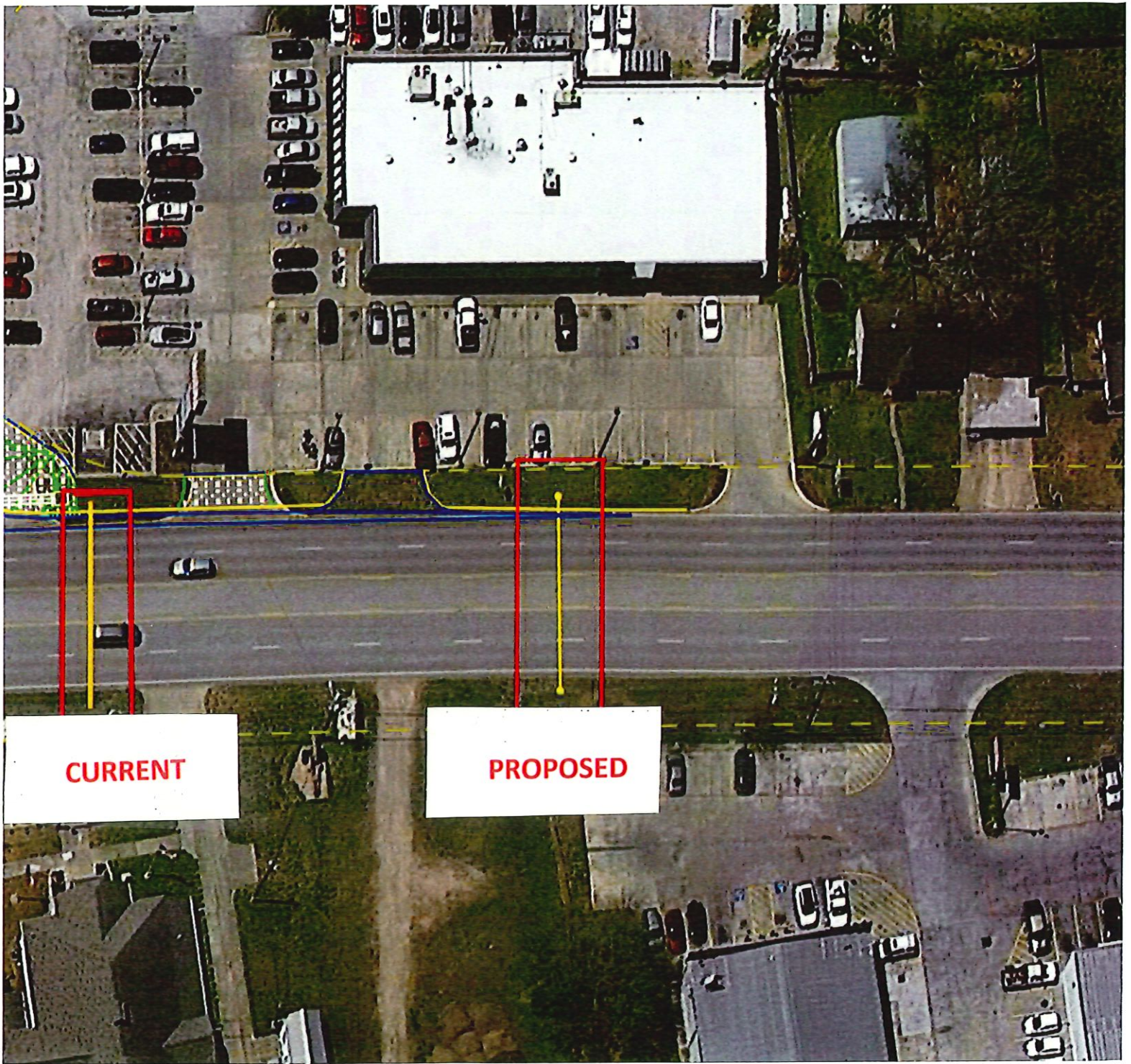
During a meeting with TxDOT Engineers about their project on Hwy 36 at the Loop 350 South it was mentioned that per TxDOT's plans we would need to relocate or remove the banner poles. If poles are moved, they will be moving 300 feet closer to Highway 90 please (see attached).

RECOMMENDATION

Staff recommends to get some information from council on moving the poles or removing them.

FINANCIAL IMPACTS

We will have to buy new poles when the others are removed for new location.



CURRENT

PROPOSED

ITEM #4



AGENDA ITEM NO: _____

SUBMITTED BY: Mike Barrow, Assistant City Manager

MEETING DATE: September 1, 2026

STAFF REPORT

DESCRIPTION

Discussion and Possible Action regarding Amending the Master Fee Schedule Ordinance. (First Reading)

- Solid Waste Rates (effective October 1, 2026)

ANALYSIS

- Solid Waste Rates
The rates from TDS will go up October 1, 2026 for FY2027 in accordance with the contract with TDS. The percentage adjustment to rates that Strand's Utility Rate Study proposed for FY2027 (October 2026 to September 2027) are noted below and the recommended changes to the Solid Waste Rates are redlined for your review in the Master Fee Schedule (Figure A and B of this staff report).

Currently, revenues minus expenses in the Solid Waste Fund should finish the 2025-2026 Budget Year at least at a positive \$260,000 (this is an update to previous staff report for 08.18.26 meeting) and the Fund Balance should actually finish the year at least at a positive \$340,000 (again, this is an update to previous staff report for 08.18.26 meeting). Below are the Solid Waste Rates increase recommendations to City Council for 2026-2027, along with last year's rate increases.

SERVICE	Actual 2025-2026	*Proposed 2026-2027
o Residential one cart:	+0%	2.0%
o Residential each extra cart:	+0%	4.3%
o Commercial 2,3,4,6, and 8 yd containers:	+7%	7%
o Commercial Lockbars and Casters:	+6.9%	7.1%
o Commercial Recycling 4,6,8 yd and 96 gal carts:	+7%	7%
o Commercial one cart:	+3%	2.6%

(* updated Proposed 2026-2027 Rates based on conversations at 08.18.26 Council Meeting)

We did not go up on residential garbage rates last year, but did go up on commercial garbage rates.

The recommended 7% increased rates for Commercial are what was recommended in Strand's Rate Study last year and this year.

The combined residential and commercial proposed rates above are expected to increase total garbage revenues by \$150,000 (this is an update to previous staff report for 08.18.26 meeting), while our expenses to TDS and Gross Receipts to General Fund are expected to increase \$92,500 (this is an update to previous staff report for 08.18.26 meeting where I left off the expense of Gross Receipts to General Fund), not accounting for customer growth.

RECOMMENDATION

Approve.

FINANCIAL IMPACTS

\$150,000 additional revenues minus \$92,500 additional expenses to the Solid Waste Fund.

ORDINANCE 2026-_____

AN ORDINANCE OF THE CITY OF SEALY, TEXAS, AMENDING THE MASTER FEE SCHEDULE; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the City Council of the city of Sealy, Texas ("City") finds that amending the Master Fee Schedule will be for the good of the government and ensures that the City is capturing reasonable and appropriate revenues;

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

Section 1. The facts and recitations set forth in the preamble of this Ordinance are found to be true and correct.

Section 2. The City of Sealy, Texas adopts the Master Fee Schedule as provided for in Exhibit "A" which is attached hereto and incorporated herein for all purposes.

Section 3. *Repeal.* All Ordinances or parts of Ordinances in conflict herewith are repealed.

Section 4. *Severability.* In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate the Ordinance as a whole or any part of provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Sealy, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one of more parts.

Section 5. *Penalty.* Any person who violates or causes, allows, or permits another to violate any provision of this Ordinance, rule, or police regulation of the city shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine or penalty not to exceed five hundred dollars (\$500.00). If such rule, ordinance, or police regulations governs fire safety, or public health and sanitation, other than the dumping of refuse, the fine or penalty shall not exceed two thousand dollars (\$2,000.00). If such rule, ordinance, or police regulation governs the dumping of refuse, the fine or penalty shall not exceed four thousand dollars (\$4,000.00). Each occurrence of any violation of this ordinance, rule, or police regulation shall constitute a separate offense. Each day on which any such violation of this ordinance, rule, or police regulation occurs shall constitute a separate offense.

Section 6. *Effective Date.* This Ordinance shall become effective immediately and enforceable when published as required by law.

PASSED AND APPROVED at this first reading on the 1st day of September 2026.

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

Carolyn Bilski, Mayor

ATTEST:

Sandra Vrablec, City Secretary

CITY OF SEALY, TEXAS
MASTER FEE SCHEDULE
ORDINANCE 2026-

Type	Fee
NEW CONSTRUCTION/ADDITIONS RESIDENTIAL PERMIT FEES	
All Single-Family & Duplex New Residential Construction	\$0.70 per square foot (rounded up) plus \$35.00 Permit issuance Fee
BUILDING PERMIT FEES	
(To include Flatwork, Driveways, Sidewalks, Accessory Structures, and Initial Placement of Manufactured Home)	
Contractor Registration fee (yearly)	\$100.00
Permit Issuance Fee	\$35.00
Valuation of less than \$1,000.00, without inspection	No fee
Valuation of less than \$1,000.00, with inspection	\$75.00/inspection
Valuation of \$1,001.00 to \$50,000.00	\$30.00 for 1st \$1,001.00 plus \$5.00 each add'l 1,000.00 or fraction thereof
Valuation of \$50,001.00 to \$100,001.00	\$260.00 for 1st \$50,001.00 plus \$4.00 each add'l 1,000.00 or fraction thereof
Valuation of \$100,001.00 to \$500,000.00	\$460.00 for 1st \$100,001.00 plus \$3.00 each add'l 1,000.00 or fraction thereof
Valuation of over \$500,001.00	\$1,660.00 for 1st \$500,001.00 plus \$2.00 each add'l 1,000.00 or fraction thereof
Reinspection Fees*	\$75.00 - 1st reinspection
	\$75.00 - 2nd reinspection
	\$75.00 - 3rd reinspection
Fees are doubled if work begins before the issuance of a valid permit.	
Reinspection fees are required for failed inspections and must be paid prior to the reinspection.	
COMMERCIAL BUILDING PERMIT FEES	
Contractor Registration fee (yearly)	\$100.00
Permit Issuance Fee	\$35.00
Less Than \$10,000.00	No fee unless inspection required, in which case, a \$75.00 inspection fee shall be charged
\$10,000-50,000.00	\$550.00 for 1st \$10,001.00 plus \$5.75 for each additional thousand or fraction thereof
\$50,001.00 - \$100,000.00	\$800.00 for 1st \$50,001.00 plus \$4.75 for each additional thousand or fraction thereof
\$100,001.00 - \$500,000.00	\$1,000.00 for 1st \$100,001.00 plus \$3.50 for each additional thousand or fraction thereof
\$500,001.00 - \$1,000,000.00	\$3,500.00 for 1st \$500,001.00 plus \$3.00 for each additional thousand or fraction thereof
\$1,000,001.00 and greater	\$4,064.00 for 1st \$1,000,001.00 plus \$3.00 for each additional thousand or fraction thereof
Commercial Plan Review Fee (this provision and fee is not applicable to single-family or (two family (duplex) residential structures)	One-half of commercial permit fee
* 3rd+ submittals for review will be charged	1/2 of the original Commercial Plan Review Fee

CITY OF SEALY, TEXAS
MASTER FEE SCHEDULE
ORDINANCE 2026-

Type	Fee
COMMERCIAL BUILDING PERMIT FEES (Continued)	
Certificate of Occupancy or Temporary Certificate of Occupancy	Fee is included in Permit Fee, but New Use or New Tenant is \$100.00
	\$75.00 - 1st reinspection
	\$75.00 - 2nd reinspection
	\$75.00 - 3rd reinspection
Reinspection Fees*	
Fees are doubled if work begins before the issuance of a valid permit.	
Reinspection fees are required for failed inspections and must be paid prior to the reinspection.	
Moving of any building or structure	\$250.00
Demolition of any building(s) or structure(s):	
0 - 100,000 cubic feet	\$250.00
100,001 cubic feet and over	\$2.50 per 1,000 cubic feet
* Fees are doubled if work begins before the issuance of a valid permit.	
MISCELLANEOUS FEES	
Overnight Camping Permit (Chapter 66)	\$30.00 per unit
Circus Permit	\$100.00
Fireworks Permit (Chapter 34)	\$45.00
Banner Fee	\$50.00 per location
Donation Collection Boxes (Chapter 42)	\$150.00 for permit and medallion + \$150.00 each additional medallion
Fire Hydrant Testing Report	\$200.00 per flow test, testing static, residual, and flow
Land Disturbance Permit for 6 months (only two 3-month extensions)	\$100.00 first acre + \$20.00 each additional acre or fraction thereof; each 3-month extension is \$100 (limit 2 extensions)
NAMING AND DONATION POLICY FEE	
Application Fee	\$75.00
HEALTH PERMIT FEES	
Retail Food Stores and Food Service Establishments (annual)	1-4 employees \$200.00, 5-9 employees \$300.00, 10-25 employees \$400.00, 26+ employees \$500.00 (Number of employees is based on number of employees on largest shift)
Mobile Vending Food Unit(s)	\$50.00 per month (30 day period)
Temporary Food Service Permit	\$50.00
14 days	\$50.00
Multiple Events (yearly)	\$200.00

CITY OF SEALY, TEXAS
MASTER FEE SCHEDULE
ORDINANCE 2026-

Type	Fee
SAFETY INSPECTION FEES	
Day Care Facility; Foster Home Facility; or Commercial Business Inspections	\$100.00 per yearly inspection
Industrial Safety Inspections for Electrical Turn On and Reinspect for TCO	\$300.00
Nursing/Assisted Living Facility or School	\$300.00
Manufactured Home Safety Inspections	\$100.00
EVENT PERMIT	
LEVEL 1: Small events – 150 people or less	\$100.00
LEVEL 2: Mid-size events - 151-500 people	\$250.00
LEVEL 3: Large events – 501 or more people	\$500.00
Mass Gathering Permit (Chapter 66) (<i>Based on est. crowd size</i>)	
300-500 people	\$250.00
501-1000 people	\$500.00
1000 or more people	\$750.00
GAME ROOM FEES- COIN OPERATED / AMUSEMENT REDEMPTION MACHINES	
License Fee & Inspection per machine	\$60.00
Plus, fee per machine (tax)	\$15.00
SEXUALLY ORIENTED BUSINESS	
New or Renewal Sexually Oriented Business License	\$500.00
Employee License	\$100.00
MULTI-FAMILY FEES	
License fee (Sec 14-433)	\$25.00 per dwelling unit
Replacement license (Sec 14-433)	\$10.00
Reinspection fee (Section 14-437)	A fee of \$20.00 for each reinspection of each noted violation in a dwelling unit, but not to exceed \$40.00 per unit, within an apartment complex
Exterior Reinspection Fee (Sec 14-437)	A reinspection fee of \$20.00 for each exterior violation item reinspected shall be assessed for inspections that are required to verify that a violation has been repaired or corrected.

CITY OF SEALY, TEXAS
MASTER FEE SCHEDULE
ORDINANCE 2026-

Type	Fee
MOBILE HOME PARK FEES	
Original mobile home park or recreational vehicle park license (section 58-86 (a))	\$300.00
Renewal of mobile home park license (section 58-86(b))	\$100.00
Transfer of mobile home park or recreational vehicle park license (section 58-81)	\$50.00
Transfer or replacement of mobile home (section 58-46 (b))	\$75.00
Mobile Home Reinspection fee (section 58-46 (a))	\$25.00
DRAINAGE REVIEW FEE	
Small Site Projects (Less than 10 acres)	\$2,500.00 + \$30.00 processing fee
Small to Medium Residential Subdivisions (20 to 60 lots)	\$4,000.00 + \$30.00 processing fee
Large Residential Subdivisions (over 60 lots)	\$6,000.00 + \$30.00 processing fee
Large Sites (10 acres or larger)	\$8,000.00 + \$30.00 processing fee
All 3rd Party Reviews above will be charged an Administrative Fee	10% of the Review Fee
* 3rd+ submittals for review by engineer will be charged	½ of the review fee
CULVERT INSTALLATION	
20 feet Driveway	\$650 plus the cost of the pipe and materials
30 feet Driveway	\$850 plus the cost of the pipe and materials
UTILITIES DEVELOPMENT REVIEW FEE	
Utility-Master Plan Model Reviews (Large Residential, > 60 Lots)	\$4,000.00
Utility-Master Plan Model Reviews (Small-Medium Residential, 20 to 60 Lots)	\$3,000.00
Utility-Master Plan Model Reviews (Large Site, > 10 Acres)	\$4,000.00
Utility-Master Plan Model Reviews (Small Site, < 10 Acres)	\$2,500.00
Lift Station Reviews (One Lift Station > 20 gpm)	\$6,500.00
Lift Station Reviews (Each Additional Lift Station > 20 gpm)	\$2,500.00
Traffic Impact Analysis Reviews (One Intersection)	\$1,500.00
Traffic Impact Analysis Reviews (Each Additional Intersection)	\$1,000.00

CITY OF SEALY, TEXAS
MASTER FEE SCHEDULE
ORDINANCE 2026-

Type	Fee
UTILITIES DEVELOPMENT REVIEW FEE (Continued)	
All 3rd Party Reviews above will be charged an Administrative Fee	10% of the Review Fee
* 3rd+ submittals for review by engineer will be charged	½ of the review fee
SUBDIVISION PLAT REVIEW	
Land plan/conceptual plan	\$1,500.00
Preliminary plat/residential	Base \$500.00 plus \$10.00 per lot
Preliminary plat/commercial - industrial	Base \$500.00 plus \$20.00 per acre
Final plat/residential	Base \$500.00 plus \$10.00 per lot
Final plat/commercial - industrial	Base \$500.00 plus \$10.00 per acre
All 3rd Party Reviews above will be charged an Administrative Fee	10% of the Review Fee
Lot line Adjustment	\$20.00
Plat amendment	\$300.00
Variance Request	Residential \$200.00
Hardship Permit	Commercial \$500.00
Comprehensive sign variance program	\$75.00
Parkland Dedication Fees - Chapter 87, Section 87-52 (c)(3)	\$150.00
* 3rd+ submittals for review by engineer will be charged	\$1200.00 per. Lot
CIVIL AND ENGINEERING PLAN REVIEW FEES	
½ of the review fee	
CIVIL DRAWINGS WITH PLATS:	
Residential (Large, > 50 lots)	\$10,000.00
Residential (Small-Medium, < 50 lots)	\$7,500.00
Non-Residential (Large Site, > 5 acres)	\$7,500.00
Non-Residential (Small Site, < 5 acres)	\$5,000.00
PLATS AND RE-PLATS, NO CIVIL DRAWINGS:	
Residential (Large, > 50 lots)	\$2,500.00
Residential (Small-Medium, < 50 lots)	\$2,000.00
Non-Residential (Large Site, > 5 acres)	\$2,000.00

CITY OF SEALY, TEXAS
MASTER FEE SCHEDULE
ORDINANCE 2026-

Type	Fee
CIVIL AND ENGINEERING PLAN REVIEW FEES (Continued)	
Non-Residential (Small Site, < 5 acres)	\$1,500.00
All 3rd Party Reviews above will be charged an Administrative Fee	10% of the Review Fee
* 3rd+ submittals for review by engineer will be charged	½ of the review fee
ECONOMIC DEVELOPMENT & DEVELOPMENT POLICIES AND FEES	
Tax Increment Reinvestment Zone (TIRZ)	\$1,500.00 per application*
Public Improvement Utilities District (PID)	\$1,500.00 per application*
Municipal Utility District (MUD)	\$1,500.00 per application*
Chapter 312 Agreement	\$1,500.00 per application*
Chapter 380 Agreement	\$1,500.00 per application*
Development Agreement	\$1,500.00 per application*
*See DEVELOPMENT DEPOSITS, INSPECTIONS, AND ADDITIONAL REVIEWS AND MEETINGS FOR PROFESSIONAL SERVICES & OTHER FEES PER POLICY for additional applicable fees	
DEVELOPMENT DEPOSITS, INSPECTIONS, AND ADDITIONAL REVIEWS AND MEETINGS FOR PROFESSIONAL SERVICES & OTHER FEES PER POLICY	
Development of less than 1 acre	Minimum \$1,000.00
Development of 1 acre - 4.99 acres	Minimum \$2,500.00
Development of 5 acres - 49.99 acres	Minimum \$5,000.00
Development of 50 acres - 199.99 acres	Minimum \$10,000.00
Development of 200 acres or more	Minimum \$15,000.00
Processing Fee For Development Deposits	\$75.00
Project Notices, Advertisements, Postage & Necessary Fees*	Actual Costs
City Engineer*	Actual Costs
City Attorney*	Actual Costs
Economic Impact Analysis Consultant*	Actual Costs
Administrative Fee for all Inspections, Reviews, and Meetings	10% of the Inspection, review, and meeting costs
*The applicant will pay all costs for consultant services including but not limited to Legal services, Engineering Services, Economic Impact Analysis, postage, notices, advertising, and any other necessary fees will be billed "at-cost" on a project-by-project basis to the applicant. These costs will be drawn against the deposit funds.	

CITY OF SEALY, TEXAS
MASTER FEE SCHEDULE
ORDINANCE 2026-

EXHIBIT "A"

Type	Fee
ANNEXATION* APPLICATION FEES	
Due upon application for 1st Tract of land	\$1,500.00
Due upon application for each additional tract of land	\$1,500.00
<i>*See DEVELOPMENT DEPOSITS, INSPECTIONS, AND ADDITIONAL REVIEWS AND MEETINGS FOR PROFESSIONAL SERVICES & OTHER FEES PER POLICY for additional applicable fees</i>	
RIGHT-OF-WAY USE PERMIT APPLICATION	
Utility Installation within City of Sealy Right-of-Way	\$100.00 per location
Fees are doubled if work begins before the issuance of a valid permit.	
NETWORK NODES	
Construction Permit	\$500.00 for 1st five nodes
Each additional nodes not to exceed 30 nodes	\$250.00 per node
Annual Collocation fee	\$20.00
Annual public right-of-way rate	\$250.00 per network node site installed in the city right-of-way
Public right-of-way rate adjustment:	
As provided in Section 284.054 of the Code, this amount will be adjusted by an amount equal to one-half the annual change, if any, in the consumer price index. The city shall provide written notice to each network provider of the new rate; and the rate shall apply to the first payment due to the city on or after the 60th day following the written notice.	
NODE SUPPORT POLES	
Construction Permit	\$1,000.00
Annual public right-of-way rate fee	\$250.00
Public right-of-way rate fee:	
As provided in Section 284.054 of the Code, this amount will be adjusted by an amount equal to one-half the annual change, if any, in the consumer price index. The city shall provide written notice to each network provider of the new rate; and the rate shall apply to the first payment due to the city on or after the 60th day following the written notice.	
PIPELINE TRANSPORTATION	
Pipeline Permit Application Fee (Sec 62-207)	\$1,500.00
Pipeline Permit Annual Fee (due on or before July 1 each year)(Sec 62-207)	\$1,000.00
Pipeline Permit Transfer Fee (Sec 62-207)	\$300.00
Pipeline Permit 1-year Extension Fee (Sec 62-208)	\$1,500.00

CITY OF SEALY, TEXAS
MASTER FEE SCHEDULE
ORDINANCE 2026-

Type	Fee
TRANSPORT FACILITIES	
Construction permit	\$500.00
Each additional node	\$250.00 per node
Public right-of-way rate fee	\$28.00/month per node
Public right-of-way rate fee:	
As provided in Section 284.054 of the Code, this amount will be adjusted by an amount equal to one-half the annual change, if any, in the consumer price index. The city shall provide written notice to each network provider of the new rate; and the rate shall apply to the first payment due to the city on or after the 60th day following the written notice; however, no rate is required if the network provider is already paying the city an amount equal to or greater than the amount of other city right-of-way fees for access lines under Chapter 283 of the Code or cable franchise fees under V.T.C.A., Utility Code, Chapter 66.	
MICRO NETWORK NODES	
No Application Fee	
Collocation of network nodes on service poles	\$20.00/year per service pole
ELECTRICAL PERMIT FEES	
Permit Issuance Fee	\$35.00
Meter loop and service:	
Up to and including 200 amps	\$25.00
Over 200 amps to and including 250 amps	\$30.00
Over 250 amps	\$40.00
Panels with eight (8) or more circuits	\$25.00/each
Electrical outlets and fixtures	\$1.00/each
Solar Panel System	6000 watts or less is \$250.00, each additional 1,000 watts is \$25.00 or fraction thereof
Generator System	25 kW or less is \$150.00, each additional kW is \$5.00 or fraction thereof
Electrical appliances - domestic:	
Range receptacle	\$10.00/each
Clothes dryer	\$10.00/each
Cooking top	\$10.00/each
Ovens	\$10.00/each
Garbage disposal	\$10.00/each
Dishwashers	\$10.00/each
Window air conditioner receptacle	\$5.00/each

Type	Fee
ELECTRICAL PERMIT FEES (Continued)	
Motors and transformers, permanently installed:	
Up to and including 1 HP	\$5.00/each
Over 1 HP through and including 10 HP	\$15.00/each
Over 10 HP (plus \$0.30 per HP)	\$25.00/each
Streamers and festoon lighting per circuit	\$15.00/each
Ball Park & parking lot light poles (no outlet or fixture charge)	\$55.00/each
Pole with guy wires	\$15.00/each
Temporary installation such as wood saws, floor-surfacing machines, paint spraying apparatus, and the like	\$30.00/installation
Temporary installation of commercial sound equipment	\$35.00/installation
Temporary lighting installations	\$30.00/installation
Temporary installation such as carnivals or similar installation for amusement show display or similar uses - 10 kVA or less	\$35.00/kVA
Temporary installation such as carnivals or similar installation for amusement show display or similar uses - all loads above 10kVA	\$25.00/kVA
Temporary saw pole	\$30.00/installation
Temporary cut-ins made permanent	\$40.00/installation
Miscellaneous electric requiring inspection	\$30.00
* Additions to old work shall be charged for at the same rate as new work	
Reconnection fee	\$30.00
Sign Inspection and installation	\$80.00
Plan examination fee	one-half of permit fee
Plan re-examination fee due to alteration of approved plans	one-half of permit fee
* Reinspection fees are required for failed inspections and must be paid prior to the reinspection.	
Reinspection Fees*	\$75.00 - 1st reinspection
	\$75.00 - 2nd reinspection
	\$75.00 - 3rd reinspection

CITY OF SEALY, TEXAS
MASTER FEE SCHEDULE
ORDINANCE 2026-

EXHIBIT "A"

Type	Fee
PLUMBING PERMITS	
Permit Issuance Fee	\$35.00
Gas Test Fee	\$45.00
Plumbing fixture, floor drain or trap (including water and drainage piping)	\$10.00/each
Gas piping and up to 4 outlets	\$30.00 and \$10.00 each additional outlet
House sewer	\$20.00/each
House sewer having to be replaced and repaired	\$25.00/each
Cesspool	\$25.00/each
Septic tank and seepage pit or drain field, grease traps	\$200.00 each
Water heater and/or vent	\$20.00/each
Installation, alteration or repair of water piping and/or water treating equipment	\$20.00/each
Repair or alteration of drainage or vent piping	\$20.00/each
Vacuum breakers or backflow protective devices installed subsequent to the installation of the piping or equipment served - up to 5	\$20.00 and \$10.00 each additional
Lawn Sprinkler System	\$35.00
*Reinspection fees are required for failed inspections and must be paid prior to the reinspection.	
*Fees are doubled if work begins before the issuance of a valid permit.	
*A plumbing, gas permit may be canceled by the applicant at any time within 30 days of issuance. If no work has been done under such permit, the plumbing and mechanical inspector shall refund 75 percent of the permit fee paid; however, in no case shall the city retain less than \$25.00 to cover administrative costs.	
Reinspection Fees*	\$75.00 - 1st reinspection
	\$75.00 - 2nd reinspection
	\$75.00 - 3rd reinspection
MECHANICAL PERMIT FEES	
Contractor Registration fee (yearly)	\$100.00
Permit Issuance Fee	\$35.00

CITY OF SEALY, TEXAS
MASTER FEE SCHEDULE
ORDINANCE 2026-

Type	Fee
MECHANICAL PERMIT FEES (Continued)	
Inspect heating, ventilation, ductwork, air conditioning, and refrigeration system	\$30.00 for 1st \$1,000.00 or fraction thereof, of valuation plus \$4.00 each add '1 \$1,000.00
Inspect repairs, alterations, and additions to an existing system	\$10.00 plus \$4.00 for each \$1,000.00 or fraction thereof
Boiler Inspections (based upon Btu input):	
33,000 Btu (1BHp) to 165,000 (5 Bhp)	\$15.00
165,001 Btu (5BHp) to 330,000 (10 Bhp)	\$25.00
330,001 Btu (10BHp) to 1,165,000 (52 Bhp)	\$35.00
1,165,001 Btu (52 Bhp) to 3,300,000 (98 Bhp)	\$55.00
Over 3,300,000 Btu (98 Bhp)	\$75.00
Reinspection fee of a heating, ventilation, air conditioning, or refrigeration system, boiler installation	\$15.00
Temporary operation inspection fee	\$15.00
Self-Contained units less than two tons	Total cost of all units combined
	\$75.00 - 1st reinspection
	\$75.00 - 2nd reinspection
	\$75.00 - 3rd reinspection
Reinspection Fees*	
*Mechanical permit may be canceled by the applicant at any time within 30 days of issuance. If no work has been done under such permit, the plumbing and mechanical inspector shall refund 75 percent of the permit fee paid; however, in no case shall the city retain less than \$25.00 to cover administrative costs.	
*Fees are doubled if work begins before the issuance of a valid permit.	
*Reinspection fees are required for failed inspections and must be paid prior to the reinspection.	
COMMERCIAL FIRE ALARM SYSTEM	
Contractor Registration Fee (yearly)	\$100.00
Permit Issuance Fee	\$35.00
Fire Alarm System Inspection Fee	\$200.00
plus, each device	\$2.00
After hours and weekends	\$250.00 per inspection

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Type	Fee
COMMERCIAL FIRE ALARM SYSTEM (Continued)	
Reinspection Fees*	\$150.00 - 1st reinspection \$150.00 - 2nd reinspection \$150.00 - 3rd reinspection
*Fees are doubled if work begins before the issuance of a valid permit.	
*Reinspection fees are required for failed inspections and must be paid prior to the reinspection.	
COMMERCIAL FIRE SUPPRESSION SYSTEM INSPECTIONS	
Contractor Registration Fee (yearly)	\$100.00
Permit Issuance Fee	\$100.00
Automatic Fire Sprinkler System Wet/Dry Fee	\$200.00
plus, each head	\$2.00
All Inspections, including inspections for items listed under Commercial and Multi-Family Fire Code Plan Review	\$200.00
After hours and weekends	\$400.00 per inspection
	\$150.00 - 1st reinspection \$150.00 - 2nd reinspection \$150.00 - 3rd reinspection
Reinspection Fees*	
*Fees are doubled if work begins before the issuance of a valid permit.	
*Reinspection fees are required for failed inspections and must be paid prior to the reinspection.	
COMMERCIAL AND MULTIFAMILY FIRE CODE PLAN REVIEW	
Fire Sprinkler system installation first 10,000 square feet	\$200.00
Fire Sprinkler system each additional 10,000 square feet	\$100.00
Fire Sprinkler Remove, Add, or Release over 1-25 sprinkler heads	\$100.00
Fire Sprinkler Remove, Add, or Release over 25 sprinkler heads	\$100.00
Fire Sprinkler Specialty Systems to include dry, foam, anti-freeze, and fixed-fire suppression will be in addition to fee above for each system.	\$150.00

Type	Fee
COMMERCIAL AND MULTIFAMILY FIRE CODE PLAN REVIEW (Continued)	
Fire Alarm system installation first 20,000 square feet	\$100.00
Fire Pump - each pump, Smoke Control System, Standpipe System, Underground Private Fire Main, Fire Protection Water Supplies, Emergency Standby Power Systems - Generator, and Fire Apparatus Access Roads - Site	\$125.00
Private Fire Hydrant - each	\$25.00
Premise Identification - Address	\$25.00
Key Box - Rapid Entry Access	\$25.00
Elevator Operation and Service Keys	\$100.00
Emergency Standby Power Systems - Generators	\$75.00
Commercial Kitchen Hoods - Suppression System not included (fee for specialty system above)	\$75.00
Commercial Kitchen Cooking Oil Storage	\$75.00
Fire Protection Systems Required	\$75.00
Portable Fire Extinguishers	\$75.00
Interior Finishes and Decorative Vegetation	\$200.00
Mechanical Refrigeration - Cold Storage	\$900.00
Stationary Battery Storage	\$150.00
Dry Cleaning Facilities	\$300.00
Combustible Dust-Producing Operations	\$300.00
Motor Fuel Dispensing Facilities	\$300.00
Lumber Yard / Agro-Industrial / Solid Biomass / Woodworking Facilities	\$350.00
Flammable Finishes	\$300.00
Compressed Gases	\$350.00
Carbon Dioxide Beverage Dispensing	\$200.00
Liquified Petroleum Gases - except Propane	\$300.00
Temporary Fuel Storage / Dispensing	\$150.00
Aviation Facilities	\$800.00

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Type	Fee
COMMERCIAL AND MULTIFAMILY FIRE CODE PLAN REVIEW (Continued)	
Low-Pile Storage	\$200.00
High Pile Storage	\$1,000.00
Hazardous Materials	\$1,000.00
Access Control Locks	\$150.00
COMMERCIAL FUEL TANKS	
Contractor Registration Fee	100
Permit Issuance Fee	35
Underground Fuel Tank Removal	\$250.00 per tank
Underground Fuel Tank Installation	\$250.00 per tank
Aboveground Fuel Tank Installation	\$250.00 per tank
Fuel Dispenser	\$25.00 each
After hours and weekends	\$500.00 per inspection
	\$75.00 - 1st reinspection
	\$75.00 - 2nd reinspection
	\$75.00 - 3rd reinspection
Reinspection Fees*	
*Fees are doubled if work begins before the issuance of a valid permit.	
*Reinspection fees are required for failed inspections and must be paid prior to the reinspection.	
WOODCHIPPING SERVICES	
CHIPPING RATES:	
No free minute will be provided as in the past. Chipping is to be billed at a rate of:	\$3.00 for the first minute with a minimum charge of \$5.00
City crews to determine if the pickup would be more cost effective for the customer using the tractor or chipping. No stumps or bushes will be chipped. Trunk pieces to be no larger than 8-inch diameter and no longer than 3 feet in length. Chipping to be done on the first full week of each month.	
HEAVY LIMB PICK-UP:	
No free minutes will be provided as in the past. Heavy pick-up is to be billed at a rate of:	\$4.50 per minute, with a minimum charge of \$25.00
All limbs to be stacked with the ends facing the curb in a neat pile. No limbs over six feet (6') in length. Root balls are required to have the dirt removed prior to pick-up. Heavy pick-up to be completed the first week of each month following the chipping process.	

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Type	Fee
FINANCIAL POLICIES	
RETURNED PAYMENTS:	
Collection of a check or bank draft drawn on an account with insufficient funds or returned unpaid for any other reason	\$30.00
DEBIT/CREDIT CARD PROCESSING SERVICES:	
Any City-provided goods and services paid for in person, by telephone, fax, or via the internet	3.5% of transaction amount or a minimum of \$0.95, whichever is larger
ELECTRONIC CHECK PROCESSING SERVICES:	
Any City-provided goods and services paid for in person, by telephone, fax, or via the internet	\$1.95 per payment
Any payment not honored by a credit card company subsequent to approval	\$30.00
UTILITY BILLING SERVICES:	
Any request for external notices to insert literature into city utility billing envelopes; literature must first be approved by the City Manager prior to placement.	30% markup from City's cost, rounded to the nearest whole dollar, to be paid in advance of services.
*All customers incurring delinquent charges of \$10.00 or more shall be assessed an administrative fee in accordance with the fee schedule adopted by the council	\$30.00
Utility Bad Debt Payment:	30% reimbursement for collection cost
BLUEBONNET GROUNDWATER CONSERVATION DISTRICT FEES	
Based on consumption for each water meter	\$0.07 per 1,000 gallons
WASTEWATER/SEWER DISCHARGE FEES	
Wastewater Discharge Permit	\$200.00
Renewing and/or transferring wastewater	\$100.00
Fee for monitoring, inspection, and surveillance procedures, including the cost of collections	\$100.00

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Type		Fee	
DRAINAGE DISCHARGE FEES			
Residential			\$2.00 per month/ per unit
Non-Residential			Base fee of \$2.00 multiplied by number of ERU's
IMPACT FEES			
Water and sewer impact fees are calculated using the size of the proposed water meter. The base fee for a 5/8-inch meter is multiplied by the AWWA 'Ratio to Water			
Water			\$3,381.00 base fee
	5/8" Displacement Type	\$3,381.00	4" Compound
	5/8" x 3/4" Displacement Type	\$3,381.00	4" Turbine Vertical Shaft
	3/4" Displacement Type	\$5,071.50	4" Turbine High Velocity
	1" Displacement Type	\$8,452.50	6" Compound
	1.5" Displacement Type	\$16,905.00	6" Turbine Vertical Shaft
	2" Displacement Type	\$27,048.00	6" Turbine High Velocity
	2" Compound	\$27,048.00	8" Compound
	3" Compound	\$59,167.50	8" Turbine High Velocity
	3" Turbine Vertical Shaft	\$74,382.00	10" Turbine High Velocity
	3" Turbine High Velocity	\$118,335.00	12" Turbine High Velocity
Sewer			\$3,784.00 base fee
	5/8" Displacement Type	\$3,784.00	4" Compound
	5/8" x 3/4" Displacement Type	\$3,784.00	4" Turbine Vertical Shaft
	3/4" Displacement Type	\$5,676.00	4" Turbine High Velocity
	1" Displacement Type	\$9,460.00	6" Compound
	1.5" Displacement Type	\$18,920.00	6" Turbine Vertical Shaft
	2" Displacement Type	\$30,272.00	6" Turbine High Velocity
	2" Compound	\$30,272.00	8" Compound
	3" Compound	\$66,220.00	8" Turbine High Velocity
	3" Turbine Vertical Shaft	\$83,248.00	10" Turbine High Velocity
	3" Turbine High Velocity	\$132,440.00	12" Turbine High Velocity
* Refer to the AWWA Equivalency Table for Corresponding Unit Ratio			

Type	Fee
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AWWA Equivalency Table							
Meter Size (Inch)	Meter Type	Continuous Duty Maximum Flow Rate (gpm)	Ratio to 5/8-inch Meter	Meter Size (Inch)	Meter Type	Continuous Dity Maximum Flow Rate (gpm)	Ratio to 5/8-inch Meter
5/8	Displacement Type	10	1.0	4	Compound	300	30.0
5/8x3/4	Displacement Type	10	1.0	4	Turbine Vertical Shaft	420	42.0
3/4	Displacement Type	15	1.5	4	Turbine High Velocity	650	65.0
1	Displacement Type	25	2.5	6	Compound	675	67.5
1.5	Displacement Type	50	5.0	6	Turbine Vertical Shaft	865	86.5
2	Displacement Type	80	8.0	6	Turbine High Velocity	1,400	140.0
2	Compound	80	8.0	8	Compound	900	90.0
3	Compound	175	17.5	8	Turbine High Velocity	2,400	240.0
3	Turbine Vertical Shaft	220	22.0	10	Turbine High Velocity	3,500	350.0
3	Turbine High Velocity	350	35.0	12	Turbine High Velocity	4,400	440.0

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Type	Fee
WATER AND SANITARY SEWER RATES	
Water:	
Radio Transmission Fee (per. Month)	\$0.89
Fixed charges (per. month)	
¾ -inch	\$20.70
1-inch	\$30.80
1 ½ -inch	\$78.50
2-inch	\$122.90
3-inch	\$282.50
4-inch	\$480.90
6-inch	\$1,111.80
8-inch	\$1,333.00
10-inch	\$1,666.30
0-2,000 gallons (minimum charge)	\$2.00 or fraction thereof
2,001-8,000 gallons (per 1,000 gallons)	\$4.30 or fraction thereof
8,001-23,000 gallons (per 1,000 gallons)	\$5.60 or fraction thereof
Greater than 23,000 gallons (per 1,000 gallons)	\$6.90 or fraction thereof
Bulk Water Rates: Bulk Water/Fire Hydrant Meters:	
Meter Set Up & Maintenance Charge	\$200.00 initial set up & \$50.00 per month
Per 1,000 gallons	\$50.00 or fraction thereof
Sanitary Sewer:	
Fixed charges (per. month)	
Residential	\$24.50
Commercial	\$80.70
Industrial	\$122.30
Government	\$80.70
Non-Profit Flat <8,000 gal Water usage and <1-1/2 in water service - (flat rates do not have a volumetric component)	\$24.00
Residential Flat – (flat rates do not have volumetric component)	\$43.08

Type	Fee
WATER AND SANITARY SEWER RATES (Continued)	
Commercial Flat – (flat rates do not have volumetric component)	\$58.90
0-2,000 gallons	\$2.30 or fraction thereof
Greater than 2,000 gallons	\$5.21 or fraction thereof
Sanitary Sewer Surcharge	
Industrial Waste Established Surcharges:	
(a) The surcharges are to provide for the reimbursement of costs to the city to provide treatment for those wastes of quantity and strength produced by industrial processes, including wastes of characteristics difficult to treat for final disposal, but are accepted without pretreatment.	
(b) These surcharges are in addition to base sewer service charge, sanitary sewer connection charges and/or industrial cost recovery charges established by the city.	
(c) All surcharges established in this subdivision shall be an obligation of the permittee as a condition of keeping his permit valid.	
Computation of Surcharge:	
The surcharges to be determined for producers of industrial waste will be computed by the use of the following formula:	
$S = BC \times F \times [(A/100 - 1) + (B/250 - 1) + (C/400 - 1) + (D/250 - 1)]$	
S = Surcharge in dollars	
BC = Base sewer service charge in dollars	
A = Total of actual measured oil and grease in mg/l, but not less than 100.	
B = Total of actual measured BOD in mg/l, but not less than 250.	
C = Total of actual measured COD in mg/l, but not less than 400.	
D = Total of actual measured suspended solids in mg/l, but not less than 250.	
F = Cost factor which is the factor of \$0.40	
For single- unit consumers with City water service, the billing rate structure consists of two components: A monthly fixed charge for the service, regardless of water meter size, plus Tiered volumetric charges per thousand gallons of water consumed, as registered by the meter serving the consumer and based on a winter averaging calculation specified below.	

Type	Fee
Sanitary Sewer Surcharge (Continued)	
For multiple- unit consumers utilizing a single water meter, the billing rate structure consists of two components: A monthly fixed charge for the service, regardless of water meter size, multiplied by the number of units being served plus Tiered volumetric charges per thousand gallons of water consumed, as registered by the water meter serving the consumer and based on a winter averaging calculation specified below. In calculating the charge, the number of gallons specified in each tier is multiplied by the number of units being served to determine the upper consumption limit for that tier. Note: Sanitary sewer charges for residential and commercial accounts are calculated based upon water consumed as registered by the water meter serving each consumer. 1. To qualify for sewer averaging, an account with sewer service must have had metered water service available throughout all four months of the previous November through February time period (the "designated winter months"). Metered water consumption for only the current occupant at a service address will be considered in the calculation of the average. The calculation will not include metered water consumption for any former occupants at the same service address. 2. Sewer averaging will be recalculated at the commencement of each fiscal year, starting with the billing for October consumption taking place on or about November 25 and continuing throughout the remainder of the fiscal year. An average of each qualifying account's water consumption for the four designated winter months will be calculated and billed in accordance with the applicable sewer rate table currently in effect. If an account with metered water service does not have water consumption for any of the designated winter months, those months will be excluded from the averaging calculation. Once the average has been calculated, it will be used as a basis for billing the account each month for the entire fiscal year until a new average has been established. 3. An account with metered water service that does not qualify for sewer averaging will be billed for sewer service based on a default average water consumption of 5,000 gallons per month, billed in accordance with the applicable sewer rate table currently in effect. The account will continue to be billed in this manner until such time when an average can be established. 4. An account with sanitary sewer service but without metered water service will be billed at the flat rate specified above.	
WATER / SANITARY SEWER TAPS FEES	
Water Tap Fees:	
3/4-inch service	\$1,400.00
1 inch service	\$1,675.00
Boring fee shall be charged if the main is located on the opposite side of the street (per foot)	\$30.00
Services of larger sizes will be determined by the Water Superintendent on a cost-plus basis. Installation fee shall be paid prior to installation and connection	

Type	Fee
WATER / SANITARY SEWER TAPS FEES (Continued)	
Sanitary Sewer Tap Fees:	
4-inch service	\$1,100.00
Additional tap or larger than four inches (4") will be determined by Water/Sewer Superintendent including a proper allowance for labor performed.	
Boring fee shall be charged if the main is located on the opposite side of the street (per foot)	\$50.00
* The boring fee should only be charged for an original sewer tap installation.	
WATER / SANITARY SEWER / SOLID WASTE SERVICE DEPOSITS	
Residential: Owner Occupied	\$75.00
Residential: Senior Citizen (65 or over)	\$40.00
Residential: Tenant and/or mobile home	\$125.00
Commercial	
Bulk Water	1 1/2 times estimated bill; however, the minimum deposit shall be no less than \$250.00
	\$2,000.00
NATURAL GAS TAPS FEES	
Gas Tap Fees For Connection: The rates applicable for a gas service tap for residential, commercial, and industrial use are as follows:	
One inch (1") residential service tap: service line up to 100 feet in length, meter, and regulator)	\$1,200.00
Boring fee shall be charged if the gas main is located on the opposite side of the street (per foot)	\$30.00
For all service taps over one inch (1") in size or service lines over 100 feet in length: actual cost of installation, including, but not limited to, the cost of materials, labor, equipment, and overhead will be charged.	
The one inch (1") tap fee shall be paid before the tap is made. The larger taps may be billed to owner and will be due within ten (10) days after receipt of bill.	
NATURAL GAS RATES	
For single-unit consumers, the billing rate structure consists of three components:	
1. Monthly fixed charge for the service, based on the type of consumer, plus	
2. (Based on the type of consumer), a volumetric charge per hundred cubic feet (CCF) of gas consumed, as registered by the gas meter serving the consumer during the billing period, plus	

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Type	Fee
NATURAL GAS RATES (Continued)	
3. Fuel adjustment factor per CCF of gas consumed that adjusts monthly to pass-through the actual cost of gas (as provided to the City through the contract with its current gas supplier).	
For multiple-unit consumers utilizing a single gas meter, the billing rate structure consists of three components:	
1. Monthly fixed charge for the service, based on the type of consumer, multiplied by the number of units being served, plus	
2. (Based on the type of consumer), a volumetric charge per hundred cubic feet (CCF) of gas consumed, as registered by the gas meter serving the consumer during the billing period, plus	
3. Fuel adjustment factor per CCF of gas consumed that adjusts monthly to pass-through the actual cost of gas (as provided to the City through the contract with its current gas supplier).	
The following rates shall be charged for each month of service from the City's natural gas system. Charges for gas supplied by the City's gas system shall be based on the gas consumed, as registered by the gas meter serving each consumer.	
Fixed Charges (per month)	
Residential	\$11.95
Commercial	\$41.20
Industrial	\$618.00
Governmental	\$59.90
Volumetric Base Charges (per CCF)	
Residential	\$0.97
Commercial/Governmental	\$1.43
Small Industrial – Monthly Usage 25,000 CCF and under	\$1.04
Medium Industrial – Monthly Usage 25,001 to 50,000 CCF	\$0.74
Large Industrial – Monthly Usage 50,001 to 100,000 CCF	\$0.74
Extra Large Industrial – Monthly Usage 100,001 CCF and Above	\$0.74
* Industrial Contracts: The City may negotiate industrial contracts as needed regarding rates, charges, and deposits.	
GAS SERVICE DEPOSITS	
Residential: Owner-occupied	\$75.00
Residential: Senior citizen (age 65 or older)	\$40.00
Residential: Tenant-occupied/mobile home or manufactured home	\$300.00

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Type		Fee
GAS SERVICE DEPOSITS (Continued)		
Commercial	1 ½ times the estimated monthly bill; however, the minimum deposit shall be no less than \$250.00	
All deposits shall be paid in cash by the customer before any connection shall be made. Any deposit shall be refunded only after the customer gives notice to the City that such service is to be disconnected. All deposits shall be held by the City as security for the payment of all services rendered by the City to the customer, as well as for damages to any City property. The City Manager is authorized to adjust the deposit(s) for service on a case-by-case basis. Providing for payment: The bill for gas service shall become due and payable at the City office of said City on the first (1st) day of each month. A ten percent (10%) penalty shall be added if paid after the tenth (10th) day of the month, and shall be delinquent if not paid on or before the twentieth (20th) day of such month. The City Manager, or his/her designee, is authorized to waive penalties on a case-by-case basis. For billing purposes, multi-family dwellings containing more than one (1) independent dwelling unit that share one (1) meter shall be billed that number of minimum charges whether occupied or not. Disconnect and Reconnect: The City shall cause service of said system to be disconnected and discontinued on and after the date that any bill shall become delinquent.		
Administrative Fee		
All customers having delinquent bills of ten dollars (\$10.00) or more shall be assessed an administrative fee, regardless of whether service is disconnected or not; this fee, along with the full amount of the delinquent bill, must be paid in order to maintain service connection or to attain service reconnection.		\$30.00
After hours and weekends connection/reconnection of service		\$30.00
Service charge will be made for any requested summer disconnection and winter reconnection of gas service		\$15.00

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Type	Fee
SOLID WASTE RATES	
Solid waste and recyclables shall be picked up and removed by the City's contractor, Texas Disposal Systems ("TDS"), from each residence and non-residential establishment within the City at the following rates. When residential and non-residential activities are located within the same building, the commercial billing fee schedule will be applied to the utility account. For multiple-unit customers, the monthly fixed charge will be multiplied by the number of units. If the disposal of solid waste of a particular establishment is prohibited under the terms of the operating permit of the landfill facility being utilized by the City or its contractor, such establishment must make arrangements for a qualified individual or entity to collect and dispose of its solid waste at a properly permitted facility.	
TDS will not be collecting customers' garbage or recyclables on any scheduled collection day that falls on New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.	
The City contracts with TDS for once-a-week residential solid waste collection services at the following rates and charges:	
Each residence will also be provided curbside collection one (1) time per month on the customer's last day of pickup for the month. TDS will collect up to three (3) cubic yards per pick up of bulky waste or brush collected. Brush must be cut no longer than four (4) feet in length and three (3) inches in diameter. Brush must be bundled and tied and each bundle must weigh less than thirty-five (35) pounds for safety. There is no charge for this service other than the monthly residential rate listed above.	
Single-stream recycling will be collected one (1) time every-other-week for each Residential Unit. The Contractor will provide one (1) ninety-six (96) gallon cart specifically for this service. There is no charge for this service other than the monthly residential rate listed above.	
RESIDENTIAL RATES AND CHARGES	
Standard service (one cart)	\$36.80 \$37.50
Each additional cart	\$18.80 \$19.60
RESIDENTIAL SERVICE DEPOSITS	
Residents having water, sanitary sewer, or natural gas service with the City are not required to pay an additional deposit for solid waste service. If the resident has only solid waste service, the following cash deposit shall be charged each customer:	
Owner Occupied	\$75.00
Senior Citizen (65 or older)	\$40.00
Tenant-occupied/mobile or manufactured home	\$125.00
* All deposits shall be paid in cash by the customer before any service shall be provided. Any deposit shall be refunded only after the customer gives notice to the City that such service is to be discontinued. All deposits shall be held by the City as security for the payment of all services rendered by the City to the customer, as well as for damages to any City property. The City Manager is authorized to adjust the deposit(s) for service on a case-by-case basis.	

Type	Fee
COMMERCIAL RATES AND CHARGES	
Every customer having a commercial building utility connection is presumed to be making substantial use of the solid waste collection service and is required to establish such service with the City. If a commercial customer desires recycling service at its location, it shall establish such service through the City of Sealy.	
Customers that utilize roll-off containers must contract directly with TDS for their garbage collection needs. These entities may contact TDS at (800) 375-8375.	

Commercial pricing for Container Service:

Commercial - Solid Waste						
Container Size	Fixed Charges (Per Month)					
	1x Per Week	2x Per Week	3x Per Week	4x Per Week	5x Per Week	6x Per Week
2CY	\$209.10 \$223.70	\$389.60 \$416.90	\$573.60 \$613.80			
3CY	\$243.00 \$260.00	\$462.80 \$495.20	\$678.90 \$726.40			
4CY	\$287.70 \$307.80	\$541.40 \$579.30	\$798.60 \$854.50	\$1052.30 \$1,126.00	\$1306.00 \$1,397.40	
6CY	\$389.60 \$416.90	\$725.50 \$776.30	\$1066.70 \$1,141.40	\$1397.20 \$1,495.00	\$1738.50 \$1,860.20	
8CY	\$486.00 \$520.00	\$902.30 \$965.50	\$1320.40 \$1,412.80	\$1738.50 \$1,860.20	\$2153.10 \$2,303.80	\$2464.20 \$2,636.70
Cart 96 Gallon	\$85.86 \$88.10					
Extra Pick-Up						
						\$125.10 \$133.90
						\$130.40 \$139.50
						\$133.60 \$143.00
						\$142.80 \$152.80
						\$169.70 \$181.60

Lock Bars	\$46.50 \$49.80
Casters	\$46.50 \$49.80

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Type	Fee
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Commercial Recycling:

Commercial - Recycle			
		Fixed Charges (Per Month)	
Container Size	Every Other Week	1x Per Week	2x Per Week
4CY	\$144.70 \$154.80	\$244.70 \$261.80	
6CY	\$194.70 \$208.30	\$330.50 \$353.60	\$616.40 \$659.50
8CY	\$243.00 \$260.00	\$411.80 \$440.60	\$761.60 \$814.90
Cart 96 Gallon	\$34.00 \$36.40	\$69.10 \$73.90	
All Waste Must Be Containerized			

Providing for Payment; Discontinue Service:	
Bills for solid waste and recycling services shall become due and payable at the City office of said City on the first day of each month.	
A ten percent (10%) penalty shall be added to the bill if paid after the tenth (10th) day of the month, and a bill shall be delinquent if not paid on or before the twentieth (20th) day of such month.	
The City shall have the right to discontinue the solid waste and recycling services to any person (or premises) that fails or refuses to make timely payment of solid waste and recycling services.	
Administrative Fee	
All customers having delinquent bills of ten dollars (\$10.00) or more shall be assessed an administrative fee, regardless of whether service is disconnected or not; this fee, along with the full amount of the delinquent bill, must be paid in order to maintain solid waste and recycling services.	\$30.00
It shall be presumed that every person having an active residential, apartment, or commercial building is making substantial use of the solid waste and recycling services and shall be charged for such services. The City Manager, or his/her designee, is authorized to waive service and/or penalties on a case-by-case basis.	
For billing purposes, multi-family dwellings containing more than one (1) independent dwelling shall be billed for each unit the minimum charges whether occupied or not.	

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EXHIBIT "A"

Type	Fee		
CITY RENTAL VENUES			
FACILITY – GENERAL PUBLIC USE (4 hours)	DEPOSIT	BASE RATE	ADDITIONAL HOURS
Liedertafel Hall	\$350.00	\$850.00 (up to 4 hrs.)	\$50.00/hr
Mark A. Chapman Park Pavilion	\$100.00	\$180.00 (up to 4 hrs.)	\$25.00/hr
W. E. Hill Community Center	\$250.00	\$450.00 (up to 4 hrs.)	\$50.00/hr
Abe & Irene Levine Park Pavilion	\$50.00	\$40.00 (all day)	N/A
FACILITY – NON PROFIT USE (3 hours) (3 days per yr.)	DEPOSIT	BASE RATE	ADDITIONAL HOURS
Liedertafel Hall	\$150.00	\$150.00 (up to 3 hrs.)	\$50.00/hr
Mark A. Chapman Park Pavilion	\$150.00	\$150.00 (up to 3 hrs.)	\$25.00/hr
W. E. Hill Community Center	\$150.00	\$150.00 (up to 3 hrs.)	\$50.00/hr
FACILITY – NON PROFIT USE (Reoccurring Meetings)	DEPOSIT	HOURLY RENTAL RATE	
Mark A. Chapman Park Pavilion	\$150.00	\$25.00/hr	

ADDITIONAL FEES (deducted from deposit or directly billed)	Liedertafel Hall	Mark A. Chapman Park Pavilion	W. E. Hill Community Center	Abe & Irene Levine Park Pavilion
Tables/Chairs not cleaned and/or returned to storage	\$25	\$25	\$25	N/A
Garbage not removed and taken from facility	\$25	\$25	\$25	\$25
Restrooms not cleaned	\$50	\$50	\$50	N/A
Air/Heat or lights left on	\$75	\$75	\$75	\$50
Debris left in or around the facility creating unsanitary or unhealthy conditions, such as food, diapers, etc.	\$100	\$100	\$100	\$50
Not securing the facility upon departure	\$100	\$100	\$100	N/A
Use of confetti, tape, nails or tacks within the facility	\$50	\$50	\$50	\$50
Floors not swept (or mopped in the case of a spill)	\$50	\$50	\$50	N/A
Facility key not picked up or returned on time	\$25	\$25	\$25	N/A
Day Prior for Decorating (Up to three hours. Can be deducted from security deposit)	\$50/hr	N/A	N/A	N/A
Day Prior for Decorating (Four hours. Can be deducted from security deposit)	\$150	N/A	N/A	N/A
Day Prior for Decorating Base Rate for five or more hours (paid up front, not eligible for deduction from security deposit)	\$500	N/A	N/A	N/A

CITY OF SEALY, TEXAS
MASTER FEE SCHEDULE
ORDINANCE 2026-

Type	Fee
CITY SECRETARY FEES	
Alcohol Beverage License	
Wine & Malt Beverage Retailer's Off-Premise Permit (BQ)	\$30.00 annually (or not to exceed \$60.00 for a two-year period)
Wine Only Package Store Permit (Q)	\$37.50 annually (or not to exceed \$75.00 for a two-year period)
Local Distributor's Permit (LP)	\$50.00 annually (or not to exceed \$100.00 for a two-year period)
Wine & Malt Beverage Retailer's Permit (BG) <i>(previously known as Wine & Beer Retailer's Permit)</i>	\$87.50 annually (or not to exceed \$175.00 for a two-year period)
Package Store Permit (P)	\$250.00 annually (or not to exceed \$500.00 for a two-year period)
Mixed Beverage Permit (MB)	\$375.00 annually* (or not to exceed \$750.00 for a two-year period)
* There is a 3-year exemption period for mixed beverage permits. No local fee can be charged for the first three years after the TABC license is first issued	
Peddlers and Solicitors Permit	\$30.00 (covers up to 6 people)
Replacement Identification Cards	\$5.00/replacement card
Requests for Public Information	Reference Texas Administrative Code - CH. 70.3 for definitions/clarification
Standard paper copy	\$0.10 per page
Nonstandard copy	
Diskette	\$1.00
Magnetic tape	Actual cost
Data cartridge	Actual cost
Tape cartridge	Actual cost
Rewritable CD (CD-RW)	\$1.00
Non-rewritable CD (CD-R)	\$1.00
Digital video disc (DVD)	\$3.00
JAZ drive	Actual cost

CITY OF SEALY, TEXAS
MASTER FEE SCHEDULE
ORDINANCE 2026-

Type	Fee
CITY SECRETARY FEES (Continued)	
Other electronic media	Actual cost
VHS video cassette	\$2.50
Audio cassette	\$1.00
Oversize paper copy (e.g. 11x17)	\$0.50
Specialty paper (e.g. Mylar, blue-line, map, photographic)	Actual cost
Labor charge for programming	\$28.50 an hour. Only programming services shall be charged at this hourly rate
Labor charge for locating, compiling, manipulating data, and reproducing public information	*\$15.00 an hour. Includes actual time to locate, compile, manipulate data, and reproduce the requested information
* A labor charge shall not be billed in connection with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in: two or more separate buildings that are not physically connected with each other; or a remote storage facility.	
Overhead charge	The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request.
Miscellaneous supplies	The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information
Postal and shipping charges	Actual cost
Other charges	For any charges not listed, not to exceed the maximum allowable amount authorized under TAC 70.3
WRECKER SERVICE FEES	
Transfer and service permits	\$75.00
Unlimited Auto Wrecker Permits	\$200.00 per Yard
*The same fee is payable annually 30 days before expiration of a permit for a one-year extension.	

CITY OF SEALY, TEXAS
MASTER FEE SCHEDULE
ORDINANCE 2026-

Type	Fee
NEW CONSTRUCTION/ADDITIONS RESIDENTIAL PERMIT FEES	
All Single-Family & Duplex New Residential Construction	\$0.70 per square foot (rounded up) plus \$35.00 Permit issuance Fee
BUILDING PERMIT FEES	
(To include Flatwork, Driveways, Sidewalks, Accessory Structures, and Initial Placement of Manufactured Home)	
Contractor Registration fee (yearly)	\$100.00
Permit Issuance Fee	\$35.00
Valuation of less than \$1,000.00, without inspection	No fee
Valuation of less than \$1,000.00, with inspection	\$75.00/inspection
Valuation of \$1,001.00 to \$50,000.00	\$30.00 for 1st \$1,001.00 plus \$5.00 each add'l 1,000.00 or fraction thereof
Valuation of \$50,001.00 to \$100,001.00	\$260.00 for 1st \$50,001.00 plus \$4.00 each add'l 1,000.00 or fraction thereof
Valuation of \$100,001.00 to \$500,000.00	\$460.00 for 1st \$100,001.00 plus \$3.00 each add'l 1,000.00 or fraction thereof
Valuation of over \$500,001.00	\$1,660.00 for 1st \$500,001.00 plus \$2.00 each add'l 1,000.00 or fraction thereof
Reinspection Fees*	\$75.00 - 1st reinspection
	\$75.00 - 2nd reinspection
	\$75.00 - 3rd reinspection
Fees are doubled if work begins before the issuance of a valid permit.	
Reinspection fees are required for failed inspections and must be paid prior to the reinspection.	
COMMERCIAL BUILDING PERMIT FEES	
Contractor Registration fee (yearly)	\$100.00
Permit Issuance Fee	\$35.00
Less Than \$10,000.00	No fee unless inspection required, in which case, a \$75.00 inspection fee shall be charged
\$10,000-50,000.00	\$550.00 for 1st \$10,001.00 plus \$5.75 for each additional thousand or fraction thereof
\$50,001.00 - \$100,000.00	\$800.00 for 1st \$50,001.00 plus \$4.75 for each additional thousand or fraction thereof
\$100,001.00 - \$500,000.00	\$1,000.00 for 1st \$100,001.00 plus \$3.50 for each additional thousand or fraction thereof
\$500,001.00 - \$1,000,000.00	\$3,500.00 for 1st \$500,001.00 plus \$3.00 for each additional thousand or fraction thereof
\$1,000,001.00 and greater	\$4,064.00 for 1st \$1,000,001.00 plus \$3.00 for each additional thousand or fraction thereof
Commercial Plan Review Fee (this provision and fee is not applicable to single-family or (two family (duplex) residential structures)	One-half of commercial permit fee
* 3rd+ submittals for review will be charged	1/2 of the original Commercial Plan Review Fee

CITY OF SEALY, TEXAS
MASTER FEE SCHEDULE
ORDINANCE 2026-

Type	Fee
COMMERCIAL BUILDING PERMIT FEES (Continued)	
Certificate of Occupancy or Temporary Certificate of Occupancy	Fee is included in Permit Fee, but New Use or New Tenant is \$100.00
	\$75.00 - 1st reinspection
	\$75.00 - 2nd reinspection
	\$75.00 - 3rd reinspection
Reinspection Fees*	
Fees are doubled if work begins before the issuance of a valid permit.	
Reinspection fees are required for failed inspections and must be paid prior to the reinspection.	
Moving of any building or structure	\$250.00
Demolition of any building(s) or structure(s):	
0 - 100,000 cubic feet	\$250.00
100,001 cubic feet and over	\$2.50 per 1,000 cubic feet
* Fees are doubled if work begins before the issuance of a valid permit.	
MISCELLANEOUS FEES	
Overnight Camping Permit (Chapter 66)	\$30.00 per unit
Circus Permit	\$100.00
Fireworks Permit (Chapter 34)	\$45.00
Banner Fee	\$50.00 per location
Donation Collection Boxes (Chapter 42)	\$150.00 for permit and medallion + \$150.00 each additional medallion
Fire Hydrant Testing Report	\$200.00 per flow test, testing static, residual, and flow
Land Disturbance Permit for 6 months (only two 3-month extensions)	\$100.00 first acre + \$20.00 each additional acre or fraction thereof; each 3-month extension is \$100 (limit 2 extensions)
NAMING AND DONATION POLICY FEE	
Application Fee	\$75.00
HEALTH PERMIT FEES	
Retail Food Stores and Food Service Establishments (annual)	1-4 employees \$200.00, 5-9 employees \$300.00, 10-25 employees \$400.00, 26+ employees \$500.00 (Number of employees is based on number of employees on largest shift)
Mobile Vending Food Unit(s)	\$50.00 per month (30 day period)
Temporary Food Service Permit	\$50.00
14 days	\$50.00
Multiple Events (yearly)	\$200.00

CITY OF SEALY, TEXAS
MASTER FEE SCHEDULE
ORDINANCE 2026-

Type	Fee
SAFETY INSPECTION FEES	
Day Care Facility; Foster Home Facility; or Commercial Business Inspections	\$100.00 per yearly inspection
Industrial Safety Inspections for Electrical Turn On and Reinspect for TCO	\$300.00
Nursing/Assisted Living Facility or School	\$300.00
Manufactured Home Safety Inspections	\$100.00
EVENT PERMIT	
LEVEL 1: Small events – 150 people or less	\$100.00
LEVEL 2: Mid-size events - 151-500 people	\$250.00
LEVEL 3: Large events – 501 or more people	\$500.00
Mass Gathering Permit (Chapter 66) <i>(Based on est. crowd size)</i>	
300-500 people	\$250.00
501-1000 people	\$500.00
1000 or more people	\$750.00
GAME ROOM FEES- COIN OPERATED / AMUSEMENT REDEMPTION MACHINES	
License Fee & Inspection per machine	\$60.00
Plus, fee per machine (tax)	\$15.00
SEXUALLY ORIENTED BUSINESS	
New or Renewal Sexually Oriented Business License	\$500.00
Employee License	\$100.00
MULTI-FAMILY FEES	
License fee (Sec 14-433)	\$25.00 per dwelling unit
Replacement license (Sec 14-433)	\$10.00
Reinspection fee (Section 14-437)	A fee of \$20.00 for each reinspection of each noted violation in a dwelling unit, but not to exceed \$40.00 per unit, within an apartment complex
Exterior Reinspection Fee (Sec 14-437)	A reinspection fee of \$20.00 for each exterior violation item reinspected shall be assessed for inspections that are required to verify that a violation has been repaired or corrected.

CITY OF SEALY, TEXAS
MASTER FEE SCHEDULE
ORDINANCE 2026-

Type	Fee
MOBILE HOME PARK FEES	
Original mobile home park or recreational vehicle park license (section 58-86 (a))	\$300.00
Renewal of mobile home park license (section 58-86(b))	\$100.00
Transfer of mobile home park or recreational vehicle park license (section 58-81)	\$50.00
Transfer or replacement of mobile home (section 58-46 (b))	\$75.00
Mobile Home Reinspection fee (section 58-46 (a))	\$25.00
DRAINAGE REVIEW FEE	
Small Site Projects (Less than 10 acres)	\$2,500.00 + \$30.00 processing fee
Small to Medium Residential Subdivisions (20 to 60 lots)	\$4,000.00 + \$30.00 processing fee
Large Residential Subdivisions (over 60 lots)	\$6,000.00 + \$30.00 processing fee
Large Sites (10 acres or larger)	\$8,000.00 + \$30.00 processing fee
All 3rd Party Reviews above will be charged an Administrative Fee	10% of the Review Fee
* 3rd+ submittals for review by engineer will be charged	½ of the review fee
CULVERT INSTALLATION	
20 feet Driveway	\$650 plus the cost of the pipe and materials
30 feet Driveway	\$850 plus the cost of the pipe and materials
UTILITIES DEVELOPMENT REVIEW FEE	
Utility-Master Plan Model Reviews (Large Residential, > 60 Lots)	\$4,000.00
Utility-Master Plan Model Reviews (Small-Medium Residential, 20 to 60 Lots)	\$3,000.00
Utility-Master Plan Model Reviews (Large Site, > 10 Acres)	\$4,000.00
Utility-Master Plan Model Reviews (Small Site, < 10 Acres)	\$2,500.00
Lift Station Reviews (One Lift Station > 20 gpm)	\$6,500.00
Lift Station Reviews (Each Additional Lift Station > 20 gpm)	\$2,500.00
Traffic Impact Analysis Reviews (One Intersection)	\$1,500.00
Traffic Impact Analysis Reviews (Each Additional Intersection)	\$1,000.00

CITY OF SEALY, TEXAS
MASTER FEE SCHEDULE
ORDINANCE 2026-

Type	Fee
UTILITIES DEVELOPMENT REVIEW FEE (Continued)	
All 3rd Party Reviews above will be charged an Administrative Fee	10% of the Review Fee
* 3rd+ submittals for review by engineer will be charged	½ of the review fee
SUBDIVISION PLAT REVIEW	
Land plan/conceptual plan	\$1,500.00
Preliminary plat/residential	Base \$500.00 plus \$10.00 per lot
Preliminary plat/commercial - industrial	Base \$500.00 plus \$20.00 per acre
Final plat/residential	Base \$500.00 plus \$10.00 per lot
Final plat/commercial - industrial	Base \$500.00 plus \$10.00 per acre
All 3rd Party Reviews above will be charged an Administrative Fee	10% of the Review Fee
Lot line Adjustment	\$20.00
Plat amendment	\$300.00
Variance Request	Residential \$200.00
Hardship Permit	Commercial \$500.00
Comprehensive sign variance program	\$75.00
Parkland Dedication Fees - Chapter 87, Section 87-52 (c)(3)	\$150.00
* 3rd+ submittals for review by engineer will be charged	\$1200.00 per. Lot
CIVIL AND ENGINEERING PLAN REVIEW FEES	
Civil Drawings with Plats:	
Residential (Large, > 50 lots)	\$10,000.00
Residential (Small-Medium, < 50 lots)	\$7,500.00
Non-Residential (Large Site, > 5 acres)	\$7,500.00
Non-Residential (Small Site, < 5 acres)	\$5,000.00
Plats and Re-Plats, No Civil Drawings:	
Residential (Large, > 50 lots)	\$2,500.00
Residential (Small-Medium, < 50 lots)	\$2,000.00
Non-Residential (Large Site, > 5 acres)	\$2,000.00

CITY OF SEALY, TEXAS
MASTER FEE SCHEDULE
ORDINANCE 2026-

Type	Fee
CIVIL AND ENGINEERING PLAN REVIEW FEES (Continued)	
Non-Residential (Small Site, < 5 acres)	\$1,500.00
All 3rd Party Reviews above will be charged an Administrative Fee	10% of the Review Fee
* 3rd+ submittals for review by engineer will be charged	½ of the review fee
ECONOMIC DEVELOPMENT & DEVELOPMENT POLICIES AND FEES	
Tax Increment Reinvestment Zone (TIRZ)	\$1,500.00 per application*
Public Improvement Utilities District (PID)	\$1,500.00 per application*
Municipal Utility District (MUD)	\$1,500.00 per application*
Chapter 312 Agreement	\$1,500.00 per application*
Chapter 380 Agreement	\$1,500.00 per application*
Development Agreement	\$1,500.00 per application*
*See DEVELOPMENT DEPOSITS, INSPECTIONS, AND ADDITIONAL REVIEWS AND MEETINGS FOR PROFESSIONAL SERVICES & OTHER FEES PER POLICY for additional applicable fees	
DEVELOPMENT DEPOSITS, INSPECTIONS, AND ADDITIONAL REVIEWS AND MEETINGS FOR PROFESSIONAL SERVICES & OTHER FEES PER POLICY	
Development of less than 1 acre	Minimum \$1,000.00
Development of 1 acre - 4.99 acres	Minimum \$2,500.00
Development of 5 acres - 49.99 acres	Minimum \$5,000.00
Development of 50 acres - 199.99 acres	Minimum \$10,000.00
Development of 200 acres or more	Minimum \$15,000.00
Processing Fee For Development Deposits	\$75.00
Project Notices, Advertisements, Postage & Necessary Fees*	Actual Costs
City Engineer*	Actual Costs
City Attorney*	Actual Costs
Economic Impact Analysis Consultant*	Actual Costs
Administrative Fee for all Inspections, Reviews, and Meetings	10% of the Inspection, review, and meeting costs
*The applicant will pay all costs for consultant services including but not limited to Legal services, Engineering Services, Economic Impact Analysis, postage, notices, advertising, and any other necessary fees will be billed "at-cost" on a project-by-project basis to the applicant. These costs will be drawn against the deposit funds.	

CITY OF SEALY, TEXAS
MASTER FEE SCHEDULE
ORDINANCE 2026-

Type	Fee
ANNEXATION* APPLICATION FEES	
Due upon application for 1st Tract of land	\$1,500.00
Due upon application for each additional tract of land	\$1,500.00
<i>*See DEVELOPMENT DEPOSITS, INSPECTIONS, AND ADDITIONAL REVIEWS AND MEETINGS FOR PROFESSIONAL SERVICES & OTHER FEES PER POLICY for additional applicable fees</i>	
RIGHT-OF-WAY USE PERMIT APPLICATION	
Utility Installation within City of Sealy Right-of-Way	\$100.00 per location
Fees are doubled if work begins before the issuance of a valid permit.	
NETWORK NODES	
Construction Permit	\$500.00 for 1st five nodes
Each additional nodes not to exceed 30 nodes	\$250.00 per node
Annual Collocation fee	\$20.00
Annual public right-of-way rate	\$250.00 per network node site installed in the city right-of-way
Public right-of-way rate adjustment:	
As provided in Section 284.054 of the Code, this amount will be adjusted by an amount equal to one-half the annual change, if any, in the consumer price index. The city shall provide written notice to each network provider of the new rate; and the rate shall apply to the first payment due to the city on or after the 60th day following the written notice.	
NODE SUPPORT POLES	
Construction Permit	\$1,000.00
Annual public right-of-way rate fee	\$250.00
Public right-of-way rate fee:	
As provided in Section 284.054 of the Code, this amount will be adjusted by an amount equal to one-half the annual change, if any, in the consumer price index. The city shall provide written notice to each network provider of the new rate; and the rate shall apply to the first payment due to the city on or after the 60th day following the written notice.	
PIPELINE TRANSPORTATION	
Pipeline Permit Application Fee (Sec 62-207)	\$1,500.00
Pipeline Permit Annual Fee (due on or before July 1 each year)(Sec 62-207)	\$1,000.00
Pipeline Permit Transfer Fee (Sec 62-207)	\$300.00
Pipeline Permit 1-year Extension Fee (Sec 62-208)	\$1,500.00

CITY OF SEALY, TEXAS
MASTER FEE SCHEDULE
ORDINANCE 2026-

Type	Fee
TRANSPORT FACILITIES	
Construction permit	\$500.00
Each additional node	\$250.00 per node
Public right-of-way rate fee	\$28.00/month per node
Public right-of-way rate fee:	
As provided in Section 284.054 of the Code, this amount will be adjusted by an amount equal to one-half the annual change, if any, in the consumer price index. The city shall provide written notice to each network provider of the new rate; and the rate shall apply to the first payment due to the city on or after the 60th day following the written notice; however, no rate is required if the network provider is already paying the city an amount equal to or greater than the amount of other city right-of-way fees for access lines under Chapter 283 of the Code or cable franchise fees under V.T.C.A., Utility Code, Chapter 66.	
MICRO NETWORK NODES	
No Application Fee	
Collocation of network nodes on service poles	\$20.00/year per service pole
ELECTRICAL PERMIT FEES	
Permit Issuance Fee	\$35.00
Meter loop and service:	
Up to and including 200 amps	\$25.00
Over 200 amps to and including 250 amps	\$30.00
Over 250 amps	\$40.00
Panels with eight (8) or more circuits	\$25.00/each
Electrical outlets and fixtures	\$1.00/each
Solar Panel System	6000 watts or less is \$250.00, each additional 1,000 watts is \$25.00 or fraction thereof
Generator System	25 kW or less is \$150.00, each additional kW is \$5.00 or fraction thereof
Electrical appliances - domestic:	
Range receptacle	\$10.00/each
Clothes dryer	\$10.00/each
Cooking top	\$10.00/each
Ovens	\$10.00/each
Garbage disposal	\$10.00/each
Dishwashers	\$10.00/each
Window air conditioner receptacle	\$5.00/each

CITY OF SEALY, TEXAS
MASTER FEE SCHEDULE
ORDINANCE 2026-

Type	Fee
ELECTRICAL PERMIT FEES (Continued)	
Motors and transformers, permanently installed:	
Up to and including 1 HP	\$5.00/each
Over 1 HP through and including 10 HP	\$15.00/each
Over 10 HP (plus \$0.30 per HP)	\$25.00/each
Streamers and festoon lighting per circuit	\$15.00/each
Ball Park & parking lot light poles (no outlet or fixture charge)	\$55.00/each
Pole with guy wires	\$15.00/each
Temporary installation such as wood saws, floor-surfacing machines, paint spraying apparatus, and the like	\$30.00/installation
Temporary installation of commercial sound equipment	\$35.00/installation
Temporary lighting installations	\$30.00/installation
Temporary installation such as carnivals or similar installation for amusement show display or similar uses - 10 kVA or less	\$35.00/kVA
Temporary installation such as carnivals or similar installation for amusement show display or similar uses - all loads above 10kVA	\$25.00/kVA
Temporary saw pole	\$30.00/installation
Temporary cut-ins made permanent	\$40.00/installation
Miscellaneous electric requiring inspection	\$30.00
* Additions to old work shall be charged for at the same rate as new work	
Reconnection fee	\$30.00
Sign Inspection and installation	\$80.00
Plan examination fee	one-half of permit fee
Plan re-examination fee due to alteration of approved plans	one-half of permit fee
* Reinspection fees are required for failed inspections and must be paid prior to the reinspection.	
Reinspection Fees*	\$75.00 - 1st reinspection \$75.00 - 2nd reinspection \$75.00 - 3rd reinspection

CITY OF SEALY, TEXAS
MASTER FEE SCHEDULE
ORDINANCE 2026-

Type	Fee
PLUMBING PERMITS	
Permit Issuance Fee	\$35.00
Gas Test Fee	\$45.00
Plumbing fixture, floor drain or trap (including water and drainage piping)	\$10.00/each
Gas piping and up to 4 outlets	\$30.00 and \$10.00 each additional outlet
House sewer	\$20.00/each
House sewer having to be replaced and repaired	\$25.00/each
Cesspool	\$25.00/each
Septic tank and seepage pit or drain field, grease traps	\$200.00 each
Water heater and/or vent	\$20.00/each
Installation, alteration or repair of water piping and/or water treating equipment	\$20.00/each
Repair or alteration of drainage or vent piping	\$20.00/each
Vacuum breakers or backflow protective devices installed subsequent to the installation of the piping or equipment served - up to 5	\$20.00 and \$10.00 each additional
Lawn Sprinkler System	\$35.00
*Reinspection fees are required for failed inspections and must be paid prior to the reinspection.	
*Fees are doubled if work begins before the issuance of a valid permit.	
*A plumbing, gas permit may be canceled by the applicant at any time within 30 days of issuance. If no work has been done under such permit, the plumbing and mechanical inspector shall refund 75 percent of the permit fee paid; however, in no case shall the city retain less than \$25.00 to cover administrative costs.	
Reinspection Fees*	\$75.00 - 1st reinspection
	\$75.00 - 2nd reinspection
	\$75.00 - 3rd reinspection
MECHANICAL PERMIT FEES	
Contractor Registration fee (yearly)	\$100.00
Permit Issuance Fee	\$35.00

CITY OF SEALY, TEXAS
 MASTER FEE SCHEDULE
 ORDINANCE 2026-

Type	Fee
MECHANICAL PERMIT FEES (Continued)	
Inspect heating, ventilation, ductwork, air conditioning, and refrigeration system	\$30.00 for 1st \$1,000.00 or fraction thereof, of valuation plus \$4.00 each add '1 \$1,000.00
Inspect repairs, alterations, and additions to an existing system	\$10.00 plus \$4.00 for each \$1,000.00 or fraction thereof
Boiler Inspections (based upon Btu input):	
33,000 Btu (1BHp) to 165,000 (5 Bhp)	\$15.00
165,001 Btu (5BHp) to 330,000 (10 Bhp)	\$25.00
330,001 Btu (10BHp) to 1,165,000 (52 Bhp)	\$35.00
1,165,001 Btu (52 Bhp) to 3,300,000 (98 Bhp)	\$55.00
Over 3,300,000 Btu (98 Bhp)	\$75.00
Reinspection fee of a heating, ventilation, air conditioning, or refrigeration system, boiler installation	\$15.00
Temporary operation inspection fee	\$15.00
Self-Contained units less than two tons	Total cost of all units combined
	\$75.00 - 1st reinspection
	\$75.00 - 2nd reinspection
	\$75.00 - 3rd reinspection
Reinspection Fees*	
*Mechanical permit may be canceled by the applicant at any time within 30 days of issuance. If no work has been done under such permit, the plumbing and mechanical inspector shall refund 75 percent of the permit fee paid; however, in no case shall the city retain less than \$25.00 to cover administrative costs.	
*Fees are doubled if work begins before the issuance of a valid permit.	
*Reinspection fees are required for failed inspections and must be paid prior to the reinspection.	
COMMERCIAL FIRE ALARM SYSTEM	
Contractor Registration Fee (yearly)	\$100.00
Permit Issuance Fee	\$35.00
Fire Alarm System Inspection Fee	\$200.00
plus, each device	\$2.00
After hours and weekends	\$250.00 per inspection

CITY OF SEALY, TEXAS
MASTER FEE SCHEDULE
ORDINANCE 2026-

Type	Fee
COMMERCIAL FIRE ALARM SYSTEM (Continued)	
Reinspection Fees*	\$150.00 - 1st reinspection \$150.00 - 2nd reinspection \$150.00 - 3rd reinspection
*Fees are doubled if work begins before the issuance of a valid permit.	
*Reinspection fees are required for failed inspections and must be paid prior to the reinspection.	
COMMERCIAL FIRE SUPPRESSION SYSTEM INSPECTIONS	
Contractor Registration Fee (yearly)	\$100.00
Permit Issuance Fee	\$100.00
Automatic Fire Sprinkler System Wet/Dry Fee	\$200.00
plus, each head	\$2.00
All Inspections, including inspections for items listed under Commercial and Multi-Family Fire Code Plan Review	\$200.00
After hours and weekends	\$400.00 per inspection \$150.00 - 1st reinspection \$150.00 - 2nd reinspection \$150.00 - 3rd reinspection
Reinspection Fees*	
*Fees are doubled if work begins before the issuance of a valid permit.	
*Reinspection fees are required for failed inspections and must be paid prior to the reinspection.	
COMMERCIAL AND MULTIFAMILY FIRE CODE PLAN REVIEW	
Fire Sprinkler system installation first 10,000 square feet	\$200.00
Fire Sprinkler system each additional 10,000 square feet	\$100.00
Fire Sprinkler Remove, Add, or Release over 1-25 sprinkler heads	\$100.00
Fire Sprinkler Remove, Add, or Release over 25 sprinkler heads	\$100.00
Fire Sprinkler Specialty Systems to include dry, foam, anti-freeze, and fixed-fire suppression will be in addition to fee above for each system.	\$150.00

CITY OF SEALY, TEXAS
MASTER FEE SCHEDULE
ORDINANCE 2026-

EXHIBIT "A"

Type	Fee
COMMERCIAL AND MULTIFAMILY FIRE CODE PLAN REVIEW (Continued)	
Fire Alarm system installation first 20,000 square feet	\$100.00
Fire Pump - each pump, Smoke Control System, Standpipe System, Underground Private Fire Main, Fire Protection Water Supplies, Emergency Standby Power Systems - Generator, and Fire Apparatus Access Roads - Site	\$125.00
Private Fire Hydrant - each	\$25.00
Premise Identification - Address	\$25.00
Key Box - Rapid Entry Access	\$25.00
Elevator Operation and Service Keys	\$100.00
Emergency Standby Power Systems - Generators	\$75.00
Commercial Kitchen Hoods - Suppression System not included (fee for specialty system above)	\$75.00
Commercial Kitchen Cooking Oil Storage	\$75.00
Fire Protection Systems Required	\$75.00
Portable Fire Extinguishers	\$75.00
Interior Finishes and Decorative Vegetation	\$200.00
Mechanical Refrigeration - Cold Storage	\$900.00
Stationary Battery Storage	\$150.00
Dry Cleaning Facilities	\$300.00
Combustible Dust-Producing Operations	\$300.00
Motor Fuel Dispensing Facilities	\$300.00
Lumber Yard / Agro-Industrial / Solid Biomass / Woodworking Facilities	\$350.00
Flammable Finishes	\$300.00
Compressed Gases	\$350.00
Carbon Dioxide Beverage Dispensing	\$200.00
Liquefied Petroleum Gases - except Propane	\$300.00
Temporary Fuel Storage / Dispensing	\$150.00
Aviation Facilities	\$800.00

CITY OF SEALY, TEXAS
MASTER FEE SCHEDULE
ORDINANCE 2026-

Type	Fee
COMMERCIAL AND MULTIFAMILY FIRE CODE PLAN REVIEW (Continued)	
Low-Pile Storage	\$200.00
High Pile Storage	\$1,000.00
Hazardous Materials	\$1,000.00
Access Control Locks	\$150.00
COMMERCIAL FUEL TANKS	
Contractor Registration Fee	100
Permit Issuance Fee	35
Underground Fuel Tank Removal	\$250.00 per tank
Underground Fuel Tank Installation	\$250.00 per tank
Aboveground Fuel Tank Installation	\$250.00 per tank
Fuel Dispenser	\$25.00 each
After hours and weekends	\$500.00 per inspection
	\$75.00 - 1st reinspection
	\$75.00 - 2nd reinspection
	\$75.00 - 3rd reinspection
Reinspection Fees*	
*Fees are doubled if work begins before the issuance of a valid permit.	
*Reinspection fees are required for failed inspections and must be paid prior to the reinspection.	
WOODCHIPPING SERVICES	
CHIPPING RATES:	
No free minute will be provided as in the past. Chipping is to be billed at a rate of:	\$3.00 for the first minute with a minimum charge of \$5.00
City crews to determine if the pickup would be more cost effective for the customer using the tractor or chipping. No stumps or bushes will be chipped. Trunk pieces to be no larger than 8-inch diameter and no longer than 3 feet in length. Chipping to be done on the first full week of each month.	
HEAVY LIMB PICK-UP:	
No free minutes will be provided as in the past. Heavy pick-up is to be billed at a rate of:	\$4.50 per minute, with a minimum charge of \$25.00
All limbs to be stacked with the ends facing the curb in a neat pile. No limbs over six feet (6') in length. Root balls are required to have the dirt removed prior to pick-up. Heavy pick-up to be completed the first week of each month following the chipping process.	

CITY OF SEALY, TEXAS
MASTER FEE SCHEDULE
ORDINANCE 2026-

Type	Fee
FINANCIAL POLICIES	
RETURNED PAYMENTS:	
Collection of a check or bank draft drawn on an account with insufficient funds or returned unpaid for any other reason	\$30.00
DEBIT/CREDIT CARD PROCESSING SERVICES:	
Any City-provided goods and services paid for in person, by telephone, fax, or via the internet	3.5% of transaction amount or a minimum of \$0.95, whichever is larger
ELECTRONIC CHECK PROCESSING SERVICES:	
Any City-provided goods and services paid for in person, by telephone, fax, or via the internet	\$1.95 per payment
Any payment not honored by a credit card company subsequent to approval	\$30.00
UTILITY BILLING SERVICES:	
Any request for external notices to insert literature into city utility billing envelopes; literature must first be approved by the City Manager prior to placement.	30% markup from City's cost, rounded to the nearest whole dollar, to be paid in advance of services.
*All customers incurring delinquent charges of \$10.00 or more shall be assessed an administrative fee in accordance with the fee schedule adopted by the council	\$30.00
Utility Bad Debt Payment:	30% reimbursement for collection cost
BLUEBONNET GROUNDWATER CONSERVATION DISTRICT FEES	
Based on consumption for each water meter	\$0.07 per 1,000 gallons
WASTEWATER/SEWER DISCHARGE FEES	
Wastewater Discharge Permit	\$200.00
Renewing and/or transferring wastewater	\$100.00
Fee for monitoring, inspection, and surveillance procedures, including the cost of collections	\$100.00

CITY OF SEALY, TEXAS
MASTER FEE SCHEDULE
ORDINANCE 2026-

EXHIBIT "A"

Type		Fee	
DRAINAGE DISCHARGE FEES			
Residential			\$2.00 per month/ per unit
Non-Residential			Base fee of \$2.00 multiplied by number of ERU's
IMPACT FEES			
Water and sewer impact fees are calculated using the size of the proposed water meter. The base fee for a 5/8-inch meter is multiplied by the AWWA 'Ratio to Water			
Water			\$3,381.00 base fee
	5/8" Displacement Type	\$3,381.00	4" Compound
	5/8" x 3/4" Displacement Type	\$3,381.00	4" Turbine Vertical Shaft
	3/4" Displacement Type	\$5,071.50	4" Turbine High Velocity
	1" Displacement Type	\$8,452.50	6" Compound
	1.5" Displacement Type	\$16,905.00	6" Turbine Vertical Shaft
	2" Displacement Type	\$27,048.00	6" Turbine High Velocity
	2" Compound	\$27,048.00	8" Compound
	3" Compound	\$59,167.50	8" Turbine High Velocity
	3" Turbine Vertical Shaft	\$74,382.00	10" Turbine High Velocity
	3" Turbine High Velocity	\$118,335.00	12" Turbine High Velocity
Sewer			\$3,784.00 base fee
	5/8" Displacement Type	\$3,784.00	4" Compound
	5/8" x 3/4" Displacement Type	\$3,784.00	4" Turbine Vertical Shaft
	3/4" Displacement Type	\$5,676.00	4" Turbine High Velocity
	1" Displacement Type	\$9,460.00	6" Compound
	1.5" Displacement Type	\$18,920.00	6" Turbine Vertical Shaft
	2" Displacement Type	\$30,272.00	6" Turbine High Velocity
	2" Compound	\$30,272.00	8" Compound
	3" Compound	\$66,220.00	8" Turbine High Velocity
	3" Turbine Vertical Shaft	\$83,248.00	10" Turbine High Velocity
	3" Turbine High Velocity	\$132,440.00	12" Turbine High Velocity
* Refer to the AWWA Equivalency Table for Corresponding Unit Ratio			

Type	Fee
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AWWA Equivalency Table							
Meter Size (Inch)	Meter Type	Continuous Duty Maximum Flow Rate (gpm)	Ratio to 5/8-inch Meter	Meter Size (Inch)	Meter Type	Continuous Dity Maximum Flow Rate (gpm)	Ratio to 5/8-inch Meter
5/8	Displacement Type	10	1.0	4	Compound	300	30.0
5/8x3/4	Displacement Type	10	1.0	4	Turbine Vertical Shaft	420	42.0
3/4	Displacement Type	15	1.5	4	Turbine High Velocity	650	65.0
1	Displacement Type	25	2.5	6	Compound	675	67.5
1.5	Displacement Type	50	5.0	6	Turbine Vertical Shaft	865	86.5
2	Displacement Type	80	8.0	6	Turbine High Velocity	1,400	140.0
2	Compound	80	8.0	8	Compound	900	90.0
3	Compound	175	17.5	8	Turbine High Velocity	2,400	240.0
3	Turbine Vertical Shaft	220	22.0	10	Turbine High Velocity	3,500	350.0
3	Turbine High Velocity	350	35.0	12	Turbine High Velocity	4,400	440.0

CITY OF SEALY, TEXAS
MASTER FEE SCHEDULE
ORDINANCE 2026-

Type	Fee
WATER AND SANITARY SEWER RATES	
Water:	
Radio Transmission Fee (per. Month)	\$0.89
Fixed charges (per. month)	
¾ -inch	\$20.70
1-inch	\$30.80
1 ½ -inch	\$78.50
2-inch	\$122.90
3-inch	\$282.50
4-inch	\$480.90
6-inch	\$1,111.80
8-inch	\$1,333.00
10-inch	\$1,666.30
0-2,000 gallons (minimum charge)	\$2.00 or fraction thereof
2,001-8,000 gallons (per 1,000 gallons)	\$4.30 or fraction thereof
8,001-23,000 gallons (per 1,000 gallons)	\$5.60 or fraction thereof
Greater than 23,000 gallons (per 1,000 gallons)	\$6.90 or fraction thereof
Bulk Water Rates: Bulk Water/Fire Hydrant Meters:	
Meter Set Up & Maintenance Charge	\$200.00 initial set up & \$50.00 per month
Per 1,000 gallons	\$50.00 or fraction thereof
Sanitary Sewer:	
Fixed charges (per. month)	
Residential	\$24.50
Commercial	\$80.70
Industrial	\$122.30
Government	\$80.70
Non-Profit Flat <8,000 gal Water usage and <1-1/2 in water service - (flat rates do not have a volumetric component)	\$24.00
Residential Flat – (flat rates do not have volumetric component)	\$43.08

CITY OF SEALY, TEXAS
MASTER FEE SCHEDULE
ORDINANCE 2026-

Type	Fee
WATER AND SANITARY SEWER RATES (Continued)	
Commercial Flat – (flat rates do not have volumetric component)	\$58.90
0-2,000 gallons	\$2.30 or fraction thereof
Greater than 2,000 gallons	\$5.21 or fraction thereof
Sanitary Sewer Surcharge	
Industrial Waste Established Surcharges:	
(a) The surcharges are to provide for the reimbursement of costs to the city to provide treatment for those wastes of quantity and strength produced by industrial processes, including wastes of characteristics difficult to treat for final disposal, but are accepted without pretreatment.	
(b) These surcharges are in addition to base sewer service charge, sanitary sewer connection charges and/or industrial cost recovery charges established by the city.	
(c) All surcharges established in this subdivision shall be an obligation of the permittee as a condition of keeping his permit valid.	
Computation of Surcharge:	
The surcharges to be determined for producers of industrial waste will be computed by the use of the following formula:	
$S = BC \times F \times [(A/100 - 1) + (B/250 - 1) + (C/400 - 1) + (D/250 - 1)]$	
S = Surcharge in dollars	
BC = Base sewer service charge in dollars	
A = Total of actual measured oil and grease in mg/l, but not less than 100.	
B = Total of actual measured BOD in mg/l, but not less than 250.	
C = Total of actual measured COD in mg/l, but not less than 400.	
D = Total of actual measured suspended solids in mg/l, but not less than 250.	
F = Cost factor which is the factor of \$0.40	
For single- unit consumers with City water service, the billing rate structure consists of two components: A monthly fixed charge for the service, regardless of water meter size, plus Tiered volumetric charges per thousand gallons of water consumed, as registered by the meter serving the consumer and based on a winter averaging calculation specified below.	

Type	Fee
Sanitary Sewer Surcharge (Continued)	
For multiple- unit consumers utilizing a single water meter, the billing rate structure consists of two components: A monthly fixed charge for the service, regardless of water meter size, multiplied by the number of units being served plus Tiered volumetric charges per thousand gallons of water consumed, as registered by the water meter serving the consumer and based on a winter averaging calculation specified below. In calculating the charge, the number of gallons specified in each tier is multiplied by the number of units being served to determine the upper consumption limit for that tier. Note: Sanitary sewer charges for residential and commercial accounts are calculated based upon water consumed as registered by the water meter serving each consumer. 1. To qualify for sewer averaging, an account with sewer service must have had metered water service available throughout all four months of the previous November through February time period (the "designated winter months"). Metered water consumption for only the current occupant at a service address will be considered in the calculation of the average. The calculation will not include metered water consumption for any former occupants at the same service address. 2. Sewer averaging will be recalculated at the commencement of each fiscal year, starting with the billing for October consumption taking place on or about November 25 and continuing throughout the remainder of the fiscal year. An average of each qualifying account's water consumption for the four designated winter months will be calculated and billed in accordance with the applicable sewer rate table currently in effect. If an account with metered water service does not have water consumption for any of the designated winter months, those months will be excluded from the averaging calculation. Once the average has been calculated, it will be used as a basis for billing the account each month for the entire fiscal year until a new average has been established. 3. An account with metered water service that does not qualify for sewer averaging will be billed for sewer service based on a default average water consumption of 5,000 gallons per month, billed in accordance with the applicable sewer rate table currently in effect. The account will continue to be billed in this manner until such time when an average can be established. 4. An account with sanitary sewer service but without metered water service will be billed at the flat rate specified above.	
WATER / SANITARY SEWER TAPS FEES	
Water Tap Fees:	
3/4-inch service	\$1,400.00
1 inch service	\$1,675.00
Boring fee shall be charged if the main is located on the opposite side of the street (per foot)	\$30.00
Services of larger sizes will be determined by the Water Superintendent on a cost-plus basis. Installation fee shall be paid prior to installation and connection	

CITY OF SEALY, TEXAS
MASTER FEE SCHEDULE
ORDINANCE 2026-

Type	Fee
WATER / SANITARY SEWER TAPS FEES (Continued)	
Sanitary Sewer Tap Fees:	
4-inch service	\$1,100.00
Additional tap or larger than four inches (4") will be determined by Water/Sewer Superintendent including a proper allowance for labor performed.	
Boring fee shall be charged if the main is located on the opposite side of the street (per foot)	\$50.00
* The boring fee should only be charged for an original sewer tap installation.	
WATER / SANITARY SEWER / SOLID WASTE SERVICE DEPOSITS	
Residential: Owner Occupied	\$75.00
Residential: Senior Citizen (65 or over)	\$40.00
Residential: Tenant and/or mobile home	\$125.00
Commercial	1 1/2 times estimated bill; however, the minimum deposit shall be no less than \$250.00
Bulk Water	\$2,000.00
NATURAL GAS TAPS FEES	
Gas Tap Fees For Connection: The rates applicable for a gas service tap for residential, commercial, and industrial use are as follows:	
One inch (1") residential service tap: service line up to 100 feet in length, meter, and regulator	\$1,200.00
Boring fee shall be charged if the gas main is located on the opposite side of the street (per foot)	\$30.00
For all service taps over one inch (1") in size or service lines over 100 feet in length: actual cost of installation, including, but not limited to, the cost of materials, labor, equipment, and overhead will be charged.	
The one inch (1") tap fee shall be paid before the tap is made. The larger taps may be billed to owner and will be due within ten (10) days after receipt of bill.	
NATURAL GAS RATES	
For single-unit consumers, the billing rate structure consists of three components:	
1. Monthly fixed charge for the service, based on the type of consumer, plus	
2. (Based on the type of consumer), a volumetric charge per hundred cubic feet (CCF) of gas consumed, as registered by the gas meter serving the consumer during the billing period, plus	

CITY OF SEALY, TEXAS
MASTER FEE SCHEDULE
ORDINANCE 2026-

Type	Fee
NATURAL GAS RATES (Continued)	
3. Fuel adjustment factor per CCF of gas consumed that adjusts monthly to pass-through the actual cost of gas (as provided to the City through the contract with its current gas supplier).	
For multiple-unit consumers utilizing a single gas meter, the billing rate structure consists of three components:	
1. Monthly fixed charge for the service, based on the type of consumer, multiplied by the number of units being served, plus	
2. (Based on the type of consumer), a volumetric charge per hundred cubic feet (CCF) of gas consumed, as registered by the gas meter serving the consumer during the billing period, plus	
3. Fuel adjustment factor per CCF of gas consumed that adjusts monthly to pass-through the actual cost of gas (as provided to the City through the contract with its current gas supplier).	
The following rates shall be charged for each month of service from the City's natural gas system. Charges for gas supplied by the City's gas system shall be based on the gas consumed, as registered by the gas meter serving each consumer.	
Fixed Charges (per month)	
Residential	\$11.95
Commercial	\$41.20
Industrial	\$618.00
Governmental	\$59.90
Volumetric Base Charges (per CCF)	
Residential	\$0.97
Commercial/Governmental	\$1.43
Small Industrial – Monthly Usage 25,000 CCF and under	\$1.04
Medium Industrial – Monthly Usage 25,001 to 50,000 CCF	\$0.74
Large Industrial – Monthly Usage 50,001 to 100,000 CCF	\$0.74
Extra Large Industrial – Monthly Usage 100,001 CCF and Above	\$0.74
* Industrial Contracts: The City may negotiate industrial contracts as needed regarding rates, charges, and deposits.	
GAS SERVICE DEPOSITS	
Residential: Owner-occupied	\$75.00
Residential: Senior citizen (age 65 or older)	\$40.00
Residential: Tenant-occupied/mobile home or manufactured home	\$300.00

CITY OF SEALY, TEXAS
 MASTER FEE SCHEDULE
 ORDINANCE 2026-

Type		Fee
GAS SERVICE DEPOSITS (Continued)		
Commercial	1 ½ times the estimated monthly bill; however, the minimum deposit shall be no less than \$250.00	
All deposits shall be paid in cash by the customer before any connection shall be made. Any deposit shall be refunded only after the customer gives notice to the City that such service is to be disconnected. All deposits shall be held by the City as security for the payment of all services rendered by the City to the customer, as well as for damages to any City property. The City Manager is authorized to adjust the deposit(s) for service on a case-by-case basis.		
Providing for payment: The bill for gas service shall become due and payable at the City office of said City on the first (1st) day of each month. A ten percent (10%) penalty shall be added if paid after the tenth (10th) day of the month, and shall be delinquent if not paid on or before the twentieth (20th) day of such month. The City Manager, or his/her designee, is authorized to waive penalties on a case-by-case basis.		
For billing purposes, multi-family dwellings containing more than one (1) independent dwelling unit that share one (1) meter shall be billed that number of minimum charges whether occupied or not.		
Disconnect and Reconnect: The City shall cause service of said system to be disconnected and discontinued on and after the date that any bill shall become delinquent.		
Administrative Fee		
All customers having delinquent bills of ten dollars (\$10.00) or more shall be assessed an administrative fee, regardless of whether service is disconnected or not; this fee, along with the full amount of the delinquent bill, must be paid in order to maintain service connection or to attain service reconnection.		\$30.00
After hours and weekends connection/reconnection of service		\$30.00
Service charge will be made for any requested summer disconnection and winter reconnection of gas service		\$15.00

CITY OF SEALY, TEXAS
MASTER FEE SCHEDULE
ORDINANCE 2026-

Type	Fee
SOLID WASTE RATES	
Solid waste and recyclables shall be picked up and removed by the City's contractor, Texas Disposal Systems ("TDS"), from each residence and non-residential establishment within the City at the following rates. When residential and non-residential activities are located within the same building, the commercial billing fee schedule will be applied to the utility account. For multiple-unit customers, the monthly fixed charge will be multiplied by the number of units. If the disposal of solid waste of a particular establishment is prohibited under the terms of the operating permit of the landfill facility being utilized by the City or its contractor, such establishment must make arrangements for a qualified individual or entity to collect and dispose of its solid waste at a properly permitted facility.	
TDS will not be collecting customers' garbage or recyclables on any scheduled collection day that falls on New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.	
The City contracts with TDS for once-a-week residential solid waste collection services at the following rates and charges:	
Each residence will also be provided curbside collection one (1) time per month on the customer's last day of pickup for the month. TDS will collect up to three (3) cubic yards per pick up of bulky waste or brush collected. Brush must be cut no longer than four (4) feet in length and three (3) inches in diameter. Brush must be bundled and tied and each bundle must weigh less than thirty-five (35) pounds for safety. There is no charge for this service other than the monthly residential rate listed above.	
Single-stream recycling will be collected one (1) time every-other-week for each Residential Unit. The Contractor will provide one (1) ninety-six (96) gallon cart specifically for this service. There is no charge for this service other than the monthly residential rate listed above.	
RESIDENTIAL RATES AND CHARGES	
Standard service (one cart)	\$37.50
Each additional cart	\$19.60
RESIDENTIAL SERVICE DEPOSITS	
Residents having water, sanitary sewer, or natural gas service with the City are not required to pay an additional deposit for solid waste service. If the resident has only solid waste service, the following cash deposit shall be charged each customer:	
Owner Occupied	\$75.00
Senior Citizen (65 or older)	\$40.00
Tenant-occupied/mobile or manufactured home	\$125.00
* All deposits shall be paid in cash by the customer before any service shall be provided. Any deposit shall be refunded only after the customer gives notice to the City that such service is to be discontinued. All deposits shall be held by the City as security for the payment of all services rendered by the City to the customer, as well as for damages to any City property. The City Manager is authorized to adjust the deposit(s) for service on a case-by-case basis.	

Type	Fee
COMMERCIAL RATES AND CHARGES	
Every customer having a commercial building utility connection is presumed to be making substantial use of the solid waste collection service and is required to establish such service with the City. If a commercial customer desires recycling service at its location, it shall establish such service through the City of Sealy.	
Customers that utilize roll-off containers must contract directly with TDS for their garbage collection needs. These entities may contact TDS at (800) 375-8375.	

Commercial pricing for Container Service:

Commercial - Solid Waste						
Container Size	Fixed Charges (Per Month)					Extra Pick-Up
	1x Per Week	2x Per Week	3x Per Week	4x Per Week	5x Per Week	6x Per Week
2CY	\$223.70	\$416.90	\$613.80			\$133.90
3CY	\$260.00	\$495.20	\$726.40			\$139.50
4CY	\$307.80	\$579.30	\$854.50	\$1,126.00	\$1,397.40	\$143.00
6CY	\$416.90	\$776.30	\$1,141.40	\$1,495.00	\$1,860.20	\$152.80
8CY	\$520.00	\$965.50	\$1,412.80	\$1,860.20	\$2,303.80	\$181.60
Cart 96 Gallon	\$88.10					
Lock Bars						\$49.80
Casters						\$49.80

Type	Fee
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Commercial Recycling:

Commercial - Recycle			
Container Size	Fixed Charges (Per Month)		
	Every Other Week	1x Per Week	2x Per Week
4CY	\$154.80	\$261.80	
6CY	\$208.30	\$353.60	\$659.50
8CY	\$260.00	\$440.60	\$814.90
Cart 96 Gallon	\$36.40	\$73.90	
All Waste Must Be Containerized			

Providing for Payment; Discontinue Service:	
Bills for solid waste and recycling services shall become due and payable at the City office of said City on the first day of each month.	
A ten percent (10%) penalty shall be added to the bill if paid after the tenth (10th) day of the month, and a bill shall be delinquent if not paid on or before the twentieth (20th) day of such month.	
The City shall have the right to discontinue the solid waste and recycling services to any person (or premises) that fails or refuses to make timely payment of solid waste and recycling services.	
Administrative Fee	
All customers having delinquent bills of ten dollars (\$10.00) or more shall be assessed an administrative fee, regardless of whether service is disconnected or not; this fee, along with the full amount of the delinquent bill, must be paid in order to maintain solid waste and recycling services.	\$30.00
It shall be presumed that every person having an active residential, apartment, or commercial building is making substantial use of the solid waste and recycling services and shall be charged for such services. The City Manager, or his/her designee, is authorized to waive service and/or penalties on a case-by-case basis.	
For billing purposes, multi-family dwellings containing more than one (1) independent dwelling shall be billed for each unit the minimum charges whether occupied or not.	

CITY OF SEALY, TEXAS
MASTER FEE SCHEDULE
ORDINANCE 2026-

EXHIBIT "A"

Type	Fee		
CITY RENTAL VENUES			
FACILITY – GENERAL PUBLIC USE (4 hours)	DEPOSIT	BASE RATE	ADDITIONAL HOURS
Liedertafel Hall	\$350.00	\$850.00 (up to 4 hrs.)	\$50.00/hr
Mark A. Chapman Park Pavilion	\$100.00	\$180.00 (up to 4 hrs.)	\$25.00/hr
W. E. Hill Community Center	\$250.00	\$450.00 (up to 4 hrs.)	\$50.00/hr
Abe & Irene Levine Park Pavilion	\$50.00	\$40.00 (all day)	N/A
FACILITY – NON PROFIT USE (3 hours) (3 days per yr.)	DEPOSIT	BASE RATE	ADDITIONAL HOURS
Liedertafel Hall	\$150.00	\$150.00 (up to 3 hrs.)	\$50.00/hr
Mark A. Chapman Park Pavilion	\$150.00	\$150.00 (up to 3 hrs.)	\$25.00/hr
W. E. Hill Community Center	\$150.00	\$150.00 (up to 3 hrs.)	\$50.00/hr
FACILITY – NON PROFIT USE (Reoccurring Meetings)	DEPOSIT	HOURLY RENTAL RATE	
Mark A. Chapman Park Pavilion	\$150.00	\$25.00/hr	

ADDITIONAL FEES (deducted from deposit or directly billed)	Liedertafel Hall	Mark A. Chapman Park Pavilion	W. E. Hill Community Center	Abe & Irene Levine Park Pavilion
Tables/Chairs not cleaned and/or returned to storage	\$25	\$25	\$25	N/A
Garbage not removed and taken from facility	\$25	\$25	\$25	\$25
Restrooms not cleaned	\$50	\$50	\$50	N/A
Air/Heat or lights left on	\$75	\$75	\$75	\$50
Debris left in or around the facility creating unsanitary or unhealthy conditions, such as food, diapers, etc.	\$100	\$100	\$100	\$50
Not securing the facility upon departure	\$100	\$100	\$100	N/A
Use of confetti, tape, nails or tacks within the facility	\$50	\$50	\$50	\$50
Floors not swept (or mopped in the case of a spill)	\$50	\$50	\$50	N/A
Facility key not picked up or returned on time	\$25	\$25	\$25	N/A
Day Prior for Decorating (Up to three hours. Can be deducted from security deposit)	\$50/hr	N/A	N/A	N/A
Day Prior for Decorating (Four hours. Can be deducted from security deposit)	\$150	N/A	N/A	N/A
Day Prior for Decorating Base Rate for five or more hours (paid up front, not eligible for deduction from security deposit)	\$500	N/A	N/A	N/A

CITY OF SEALY, TEXAS
MASTER FEE SCHEDULE
ORDINANCE 2026-

Type	Fee
CITY SECRETARY FEES	
Alcohol Beverage License	
Wine & Malt Beverage Retailer's Off-Premise Permit (BQ)	\$30.00 annually (or not to exceed \$60.00 for a two-year period)
Wine Only Package Store Permit (Q)	\$37.50 annually (or not to exceed \$75.00 for a two-year period)
Local Distributor's Permit (LP)	\$50.00 annually (or not to exceed \$100.00 for a two-year period)
Wine & Malt Beverage Retailer's Permit (BG) <i>(previously known as Wine & Beer Retailer's Permit)</i>	\$87.50 annually (or not to exceed \$175.00 for a two-year period)
Package Store Permit (P)	\$250.00 annually (or not to exceed \$500.00 for a two-year period)
Mixed Beverage Permit (MB)	\$375.00 annually* (or not to exceed \$750.00 for a two-year period)
* There is a 3-year exemption period for mixed beverage permits. No local fee can be charged for the first three years after the TABC license is first issued	
Peddlers and Solicitors Permit	\$30.00 (covers up to 6 people)
Replacement Identification Cards	\$5.00/replacement card
Requests for Public Information	Reference Texas Administrative Code - CH. 70.3 for definitions/clarification
Standard paper copy	\$0.10 per page
Nonstandard copy	
Diskette	\$1.00
Magnetic tape	Actual cost
Data cartridge	Actual cost
Tape cartridge	Actual cost
Rewritable CD (CD-RW)	\$1.00
Non-rewritable CD (CD-R)	\$1.00
Digital video disc (DVD)	\$3.00
JAZ drive	Actual cost

CITY OF SEALY, TEXAS
MASTER FEE SCHEDULE
ORDINANCE 2026-

Type	Fee
CITY SECRETARY FEES (Continued)	
Other electronic media	Actual cost
VHS video cassette	\$2.50
Audio cassette	\$1.00
Oversize paper copy (e.g. 11x17)	\$0.50
Specialty paper (e.g. Mylar, blue-line, map, photographic)	Actual cost
Labor charge for programming	\$28.50 an hour. Only programming services shall be charged at this hourly rate
Labor charge for locating, compiling, manipulating data, and reproducing public information	*\$15.00 an hour. Includes actual time to locate, compile, manipulate data, and reproduce the requested information
* A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in: two or more separate buildings that are not physically connected with each other; or a remote storage facility.	
Overhead charge	The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request.
Miscellaneous supplies	The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information
Postal and shipping charges	Actual cost
Other charges	For any charges not listed, not to exceed the maximum allowable amount authorized under TAC 70.3
WRECKER SERVICE FEES	
Transfer and service permits	\$75.00
Unlimited Auto Wrecker Permits	\$200.00 per Yard
*The same fee is payable annually 30 days before expiration of a permit for a one-year extension.	

I. EXECUTIVE SESSION

ITEM #6



AGENDA ITEM NO: 6

Discussion and Possible Action regarding Interlocal Agreement, Utility Billing, and Lease with Austin County Emergency Services District No. 2 (ESD 2).

SUBMITTED BY: Kimbra Hill, City Manager & Bill Atkinson, SEDC/CVB Executive Director

MEETING DATE: September 1, 2026

STAFF REPORT

BACKGROUND AND SUMMARY

City of Sealy / Austin County ESD No. 2

This summary is provided for informational and discussion purposes only. It is intended to assist City Council, staff, and the public in understanding the background and policy considerations related to this agenda item. It is not a legal opinion or a complete interpretation of the Ground Lease Agreement, the 2020 sales tax election, applicable law, or any proposed interlocal agreement. Legal interpretation, as necessary, will be provided by the City Attorney.

Factual Record:

2011 Ground Lease Agreement

On June 22, 2011, the City of Sealy and Austin County Emergency Services District No. 2 entered into a Ground Lease Agreement for a thirty-year term beginning July 1, 2011, and ending June 30, 2041, with provisions for renewal.

The following summary is not a substitute for the executed agreement. [1]

Lease element	Staff-reported term
Premises	Approximately 1.57 acres of City-owned property for an Emergency Services Facility
Base rent	\$1.00 per year
Utility obligation	ESD to pay charges, including connection fees, for gas, water, sanitary sewer, drainage, and solid waste services
Term	July 1, 2011 through June 30, 2041, with renewal provisions

Utility-Billing History and Record Gap

Staff reports that a 2025 internal audit found the facility's metered utility consumption had been documented but had not been incorporated into the City's billing process since construction. A staff-supplied schedule now reports **\$166,440.82 in accrued gross service charges from FY2012 through March 2026.**

This figure is an accounting estimate and does not establish the amount legally recoverable under the lease or applicable law.

Historical Utility-Charge Summary

Four service categories account for approximately 89% of the reported total. Bulk-water charges first appear in FY2025 and FY2026 and materially increase the recent annual totals.

Service Category	Recorded Charges	Share of total
3-inch bulk water	\$55,510.00	33.4%
Gas	\$50,067.00	30.1%
Solid waste	\$24,955.30	15.0%
2-inch water	\$17,663.19	10.6%
All other services and fees	\$18,245.33	11.0%
Reported total	\$166,440.82	100.0%

2020 Election Authorizing ESD No. 2 Sales and Use Tax Allocation at 1.5%

A separate but significant issue resulted from a 2020 election when the voters approved a sales and use tax allocation within portions of **Emergency Services District No. 2 (ESD No. 2)**, including areas located within the City of Sealy's extraterritorial jurisdiction (ETJ).

For context, the boundaries of ESD No. 2 are not the same as the boundaries of the City of Sealy or the City's ETJ. Similar to how the 77474 ZIP code encompasses an area larger than the incorporated city limits of Sealy, **ESD No. 2's service area extends beyond both Sealy's city limits and its ETJ.**

Therefore, when evaluating the impact of the 2020 election on annexation, the relevant properties are **only those properties that were located within both the City's ETJ and ESD No. 2 and that have since been annexed into the City or may be considered for annexation in the future.** Properties located within ESD No. 2 but outside the City's ETJ are not part of this analysis and should not be included when evaluating the fiscal impact of past or potential future annexations by the City.

This distinction is important because the issue under consideration is not the overall geographic area or tax base of ESD No. 2, but rather the **specific area of overlap between ESD No. 2 and the City's ETJ that has been, or may in the future be, incorporated into the City through annexation.**

Sales-Tax Timeline

Quantified Sales-Tax Effect

The tables below translate tax rates into dollars per \$1 million of taxable sales. They do not forecast taxable sales, determine sourcing for a particular transaction, or state how a negotiated payment must legally be distributed. They are arithmetic illustrations used to compare policy outcomes.

Current Allocation Comparison

Local recipient	Ordinary Sealy area	Affected combined area	Difference
City General Fund	\$10,000 (1.0%)	\$0 shown	(\$10,000)
SEDC	\$5,000 (0.5%)	\$0 shown	(\$5,000)
ESD No. 2 combined-area component	\$0	\$15,000 (1.5%)	+\$15,000
Austin County	\$5,000 (0.5%)	\$5,000 (0.5%)	\$0
Total local tax	\$20,000 (2.0%)	\$20,000 (2.0%)	\$0

The state rate of 6.25% is unchanged in either example; with the 2.0% local total, the combined sales and use tax rate is 8.25%. [2][3]

Why This Matters to Growth and Annexation

Changes in state law have significantly changed municipal annexation. Today, a property owner or developer generally must petition the City for voluntary annexation. Council must then determine whether accepting the property and assuming the responsibility to serve it is in the City's long-term best interest.

Annexation is more than changing a boundary. Council must consider:

- What type of development is proposed?
- What revenues will it generate for the City?
- What revenues will not be available to the City?
- Does the City have sufficient water and wastewater capacity to serve it?
- What new infrastructure or capital investment will be required?
- Who and how will that infrastructure be funded?
- What are the long-term maintenance, operational and replacement costs?
- What additional demands will be placed on police, streets, drainage, parks, planning, code enforcement, facilities, administration, and other City services?
- What jobs, services, investment, convenience, or quality-of-life benefits will the development provide?

- Do the overall benefits justify the City's long-term financial and service obligations?

Growth also affects the community beyond an individual development. Increased traffic contributes to wear and tear on City-maintained streets. Residents within the city limits and surrounding ETJ use City parks, recreational amenities, facilities, streets, and other community services.

As the community grows, the City must also plan for its human infrastructure:

- Police officers and the associated vehicles and equipment costs
- Public works employees and the associated vehicles and equipment costs
- Planning and development staff
- Administrative support

These are recurring costs that continue year after year.

For affected annexed property, however, the City does not receive the local sales and use tax allocation that ordinarily helps support these services. Without a sales tax sharing agreement, the City may assume additional infrastructure and service responsibilities without directly receiving a recurring revenue source.

Online and Destination-Based Purchases

The financial consideration is not limited to whether a retail business physically locates within an annexed development.

Delivery address can affect local tax, but not every online purchase is sourced the same way. The Comptroller explains that marketplace sales are generally based on shipping destination; remote sellers may use destination sourcing or an authorized single local use-tax rate; and Texas sellers may be sourced to the place of business where an order is received or fulfilled, with additional local use tax potentially due at delivery. The combined-area code is used when the transaction is properly attributable to an affected address. [3][4]

For properties annexed into the City since the approval of the ESD No. 2 taxing area, applicable local sales and use tax associated with those delivery addresses are instead allocated to ESD No. 2 rather than through the City's normal City/SEDC allocation.

In short, the fiscal impact of annexation can include:

- Taxable sales generated by businesses physically located within the annexed development; and
- Applicable sales and use tax associated with purchases delivered to residents and businesses within the annexed development.

- **Forecasting Rule:** Do not assume all e-commerce delivered to an affected address produces the full 1.5% combined-area allocation. Apply Comptroller sourcing rules and use actual allocation reports where available.

Development Matters: Annexation and Fiscal Sustainability

This does not mean annexation is necessarily favorable or unfavorable to the City. It means the type of development matters and each request should be evaluated individually.

Residential development may generate property tax revenue and add residents who support existing businesses as well as drive new business development within Sealy. In turn, commercial, retail, industrial, manufacturing and other development may create jobs, expand services, improve convenience, generate investment, and improve quality of life.

At the same time, staff must consider the revenues expected to be generated; infrastructure required to serve the development; upfront capital investment; long-term maintenance and replacement obligations; demands on City services and personnel; economic and community benefits; and the recurring revenues that will, or will not, be available to support those costs.

For these reasons, each future annexation request should be evaluated through both a fiscal-impact analysis and a service-delivery analysis before staff makes a recommendation to Council.

The sales-tax allocation changes the fiscal profile of annexation, but it should not be the sole criterion. The relevant question is whether recurring City revenue and community benefits are sufficient to support recurring services and the full lifecycle cost of infrastructure. Texas cities as a group rely heavily on property and sales taxes: a 2025 Texas Municipal League survey reported statewide averages of 41% and 29% of city revenue, respectively. Those statewide figures provide context, not a substitute for Sealy's adopted budget. [5]

Recommended Evaluation Formula

Net fiscal impact: Recurring City revenue - recurring City service cost - annualized net capital and replacement cost

A project should be tested over at least 10 to 20 years, with annual cash flows and present-value analysis. One-time fees should not be treated as recurring revenue, and developer-built assets transferred to the City should be assigned ongoing maintenance and eventual replacement costs.

Minimum Project Inputs

1. Taxable value, not market value, by year and after exemptions, abatements, and phase-in assumptions.
2. Taxable sales actually expected to be allocated to the City, SEDC, ESD, and county under applicable sourcing rules.
3. Utility revenue net of treatment, pumping, purchased services, billing, maintenance, and capacity-expansion cost.
4. Police, fire/EMS, streets, drainage, parks, planning, code, facilities, and administrative service demand.
5. Upfront infrastructure, financing, reimbursement, maintenance, renewal, and replacement obligations by responsible party.
6. Existing system capacity and the year or demand threshold at which added personnel, equipment, or capital facilities are required.
7. Conservative occupancy, construction, absorption, taxable-sales, and assessed-value scenarios, including downside cases.

What the Broader Evidence Supports

Evidence	Finding	Use for Sealy
GFOA best practice	Evaluate financial and nonfinancial costs, timing, probability, multi-jurisdiction effects, opportunity cost, and business displacement.	Use as the review checklist for incentives and annexations; distinguish new sales from sales shifted within Sealy. [6]
2026 ten-state housing model	Housing near existing jobs, stores, and transit averaged about \$21,000 less upfront infrastructure per home, 50% lower ongoing infrastructure cost, and 13% more property tax per acre.	Treat as directional evidence. The model includes Texas but does not separate local, state, federal, and private funding. [7]
17-study smart-growth review	Compact scenarios averaged 38% lower upfront infrastructure cost, 10% lower ongoing public-service cost, and 10 times the tax revenue per acre.	Use development form and revenue per acre as screening metrics; do not import the national averages into a project forecast. [8]

The defensible conclusion is qualified: commercial and industrial development often produces a stronger direct municipal return because it can add taxable value and sales tax without the same population-based service demand. However, low-value or infrastructure-intensive commercial development can underperform compact residential or mixed-use development. Residential growth also supplies workforce, customers, housing choice, and utility accounts. Each proposal should therefore be evaluated on its own numbers, location, form, and capacity demands.

Negotiations Between City of Sealy and Austin County ESD No. 2

Beginning approximately October 2025, the City and Austin County ESD No. 2 began discussions regarding a potential sales tax sharing interlocal agreement for property annexed from the City's ETJ into the city limits.

These discussions began while the City was working with multiple proposed developments in the ETJ whose owners or developers were considering petitions for annexation in order to receive City utilities and municipal services. The pending development activity brought greater urgency to understanding the long-term financial impact of annexation under the existing ESD No. 2 sales tax structure.

The discussions have focused on whether the City and ESD can establish mutually acceptable terms regarding sales tax generated within affected annexed areas, taking into consideration the ESD's voter-approved sales tax allocation and the infrastructure and municipal service responsibilities associated with annexation.

Multiple efforts have been made to negotiate terms; however, the parties have not reached an agreement.

April 21, 2026 City Council Direction

Reflected in the April 21, 2026 meeting minutes, Council directed staff to:

- Recoup utility charges for the preceding 12 months, or whatever period could legally be recovered;
- Begin charging the ESD for utilities effective with the March billing; and
- Have the City Attorney communicate with ESD counsel regarding areas requiring clarification in the proposed interlocal agreement and return the matter to Council.

Following that meeting, the City Attorney advised staff to hold the utility billings while negotiations remained ongoing. Staff has continued to hold those billings pending further Council direction.

Current Status

The City and ESD have continued discussions but have not reached an agreement. The unresolved sales tax issue remains an important consideration in the City's long-term growth and annexation planning.

For discussion and illustration purposes only, even a hypothetical 50/50 division of the ESD's 1.5% sales tax allocation would not restore the City's existing sales tax structure. This example is provided solely to demonstrate the potential financial effect of a sharing arrangement and should not be interpreted as a proposed negotiating position.

A 50% share of the ESD's 1.5% allocation would equal 0.75%. Because the City's economic development sales tax was separately approved by the voters, any negotiated revenue available to the City would need to be handled in accordance with applicable legal requirements and the voter-approved sales tax structure. For illustration purposes, if the 0.75% were divided proportionately in the same manner as the City's existing 1.0% City/0.5% SEDC structure, approximately 0.50% would be attributable to the City's General Fund and 0.25% to the SEDC.

Under that example, the City's General Fund would receive approximately one-half of the 1.0% sales tax allocation it ordinarily receives elsewhere within the city limits, while the City would assume the municipal service responsibilities associated with the annexed property.

The actual structure and legal requirements of any future sales tax sharing agreement would require review by the City Attorney and other appropriate parties before Council consideration.

Sources and Verification Notes

Staff-provided facts are identified separately from external verification. External sources were checked on August 27, 2026. Links below are included for the record; Council should rely on current official materials and legal advice at the time of action.

- [1] City of Sealy staff report and staff-supplied utility-charge schedule. Sources for the lease summary, billing history, reported \$166,440.82 accrued gross service-charge total, negotiation chronology, April 21, 2026 direction, ordinary City/SEDC split, and the statement that sales tax is approximately 30% of the City's General Fund revenue. The executed lease, adopted minutes, meter-level ledger, monthly rate ordinances, payments and credits, and legal recovery analysis remain record-validation items.
- [2] **Texas Comptroller, Special Purpose District Sales and Use Tax.** Lists Austin County ESD No. 2, code 5008510, at 1.5%, effective April 1, 2021. [Source](#)
- [3] **Texas Comptroller, Combined Area Sales and Use Tax.** Lists Sealy/Austin County ESD No. 2 combined area code 6008609 at 1.5%, effective April 1, 2022, plus Austin County at 0.5%; identifies the area as ESD territory annexed by Sealy on or after October 26, 2021. [Source](#)
- [4] **Texas Comptroller, Local Sales and Use Tax Collection - A Guide for Sellers.** Explains sourcing for Texas places of business, remote sellers, marketplaces, delivery destinations, and combined-area reporting. [Source](#)
- [5] **Texas Municipal League, 2025 Revenue Manual for Texas Cities.** Reports survey averages of 41% of city revenue from property taxes and 29% from sales taxes; these are statewide averages, not Sealy budget percentages. [Source](#)
- [6] **Government Finance Officers Association, Evaluating and Selecting Economic Development Projects.** Best-practice criteria for benefits, costs, risk, timing, probability, multi-jurisdiction effects, displacement, and opportunity cost. [Source](#)
- [7] **Pew Charitable Trusts, Building Homes Near Jobs, Stores, and Transit Saves Public Dollars (May 27, 2026).** Summarizes a ten-state WRI/ECONorthwest model, including Texas; notes that the analysis does not allocate infrastructure funding among private, local, state, and federal sources. [Source](#)
- [8] **Smart Growth America, Building Better Budgets.** Aggregates 17 scenario studies and reports national averages; useful as directional context, not as a Sealy-specific forecast. [Source](#)
- [9] **Texas Local Government Code, Chapter 43.** Current statutory text governing municipal annexation; application to a particular petition should be determined by the City Attorney. [Source](#)

RECOMMENDATION FOR COUNCIL CONSIDERATION

Council Discussion and Direction

Council is being asked to review the current status and, if appropriate, provide updated direction regarding:

1. Continued negotiations with Austin County ESD No. 2 regarding a potential sales tax sharing agreement;
2. Administration of the 2011 Ground Lease Agreement; specifically, whether billing should commence and how previously unbilled amounts should be addressed. This decision has been pending legal recommendation.
3. Parameters Council wishes staff and the City Attorney to pursue in any further negotiations; and
4. How the unresolved sales tax allocation should be considered when evaluating future annexation requests.

SEALY FIRE DEPARTMENT
ESTIMATED BILLING
JULY 2012 - MARCH 2026

SERVICE	FY26 (FYTD)	FY25	FY24	FY23	FY22	FY21	FY20	FY19	FY18	FY17	FY16	FY15	FY14	FY13	FY12	TOTALS
3" BULK WATER	\$ 28,635.00	\$ 26,875.00														\$ 55,510.00
2" WATER	\$ 1,099.84	\$ 2,100.84	\$ 1,957.48	\$ 1,741.70	\$ 1,730.70	\$ 1,298.65	\$ 1,558.10	\$ 1,213.31	\$ 1,089.09	\$ 1,431.22	\$ 684.80	\$ 597.31	\$ 536.63	\$ 508.16	\$ 115.36	\$ 17,663.19
1" SPRINKLER	\$ 184.80	\$ 546.00	\$ 401.90	\$ 568.23	\$ 738.30	\$ 638.83	\$ 517.84	\$ 303.78	\$ 190.56	\$ 357.55	\$ 268.10	\$ 282.14	\$ 227.73	\$ 343.37	\$ 42.37	\$ 5,611.50
SEWER	\$ 853.23	\$ 1,523.94	\$ 1,220.10	\$ 741.36	\$ 744.12	\$ 797.88	\$ 558.72	\$ 502.20	\$ 552.61	\$ 755.29	\$ 402.70	\$ 367.84	\$ 346.14	\$ 335.84	\$ 80.71	\$ 9,782.68
GAS	\$ 2,416.90	\$ 3,342.34	\$ 3,499.39	\$ 2,857.59	\$ 1,317.91	\$ 4,750.03	\$ 782.55	\$ 861.71	\$ 1,269.91	\$ 417.41	\$ 537.60	\$ 2,142.29	\$ 16,337.35	\$ 9,234.77	\$ 299.25	\$ 50,067.00
SOLID WASTE	\$ 2,337.60	\$ 4,249.95	\$ 4,015.80	\$ 3,801.55	\$ 3,662.40	\$ 3,511.20	\$ 3,376.80									\$ 24,955.30
GROUNDWATER FEE	\$ 5.98	\$ 11.80	\$ 10.91	\$ 8.85	\$ 8.63	\$ 8.23	\$ 17.92	\$ 21.16	\$ 21.84	\$ 17.71	\$ 16.69	\$ 15.02	\$ 13.51	\$ 12.77	\$ 2.83	\$ 193.85
DRAINAGE FEE	\$ 95.82	\$ 191.64	\$ 191.64	\$ 191.64	\$ 191.64	\$ 191.64	\$ 191.64	\$ 191.64	\$ 191.64	\$ 191.64	\$ 191.64	\$ 191.64	\$ 191.64	\$ 191.64	\$ 47.91	\$ 2,635.05
SMART METER FEE	\$ 5.34	\$ 10.68	\$ 6.23													\$ 22.25
TOTALS	\$ 35,634.51	\$ 38,852.19	\$ 11,303.45	\$ 9,910.92	\$ 8,393.70	\$ 11,196.46	\$ 7,003.57	\$ 3,093.80	\$ 3,315.65	\$ 3,170.82	\$ 2,101.53	\$ 3,596.24	\$ 17,653.00	\$ 10,626.55	\$ 588.43	\$ 166,440.82

SEALY FIRE DEPARTMENT
ESTIMATED BILLING SUMMARY
JULY 2012 - MARCH 2026

SERVICE	FY26 (FYTD)	FY25	FY24	FY23	FY22	FY21	FY20	FY19	FY18
3" BULK WATER	\$ 28,635.00	\$ 26,875.00							
2" WATER	\$ 1,099.84	\$ 2,100.84	\$ 1,957.48	\$ 1,741.70	\$ 1,730.70	\$ 1,298.65	\$ 1,558.10	\$ 1,213.31	\$ 1,089.09
1" SPRINKLER	\$ 184.80	\$ 546.00	\$ 401.90	\$ 568.23	\$ 738.30	\$ 638.83	\$ 517.84	\$ 303.78	\$ 190.56
SEWER	\$ 853.23	\$ 1,523.94	\$ 1,220.10	\$ 741.36	\$ 744.12	\$ 797.88	\$ 558.72	\$ 502.20	\$ 552.61
GAS	\$ 2,416.90	\$ 3,342.34	\$ 3,499.39	\$ 2,857.59	\$ 1,317.91	\$ 4,750.03	\$ 782.55	\$ 861.71	\$ 1,269.91
SOLID WASTE	\$ 2,337.60	\$ 4,249.95	\$ 4,015.80	\$ 3,801.55	\$ 3,662.40	\$ 3,511.20	\$ 3,376.80		
GROUNDWATER FEE	\$ 5.98	\$ 11.80	\$ 10.91	\$ 8.85	\$ 8.63	\$ 8.23	\$ 17.92	\$ 21.16	\$ 21.84
DRAINAGE FEE	\$ 95.82	\$ 191.64	\$ 191.64	\$ 191.64	\$ 191.64	\$ 191.64	\$ 191.64	\$ 191.64	\$ 191.64
SMART METER FEE	\$ 5.34	\$ 10.68	\$ 6.23						
TOTALS	\$ 35,634.51	\$ 38,852.19	\$ 11,303.45	\$ 9,910.92	\$ 8,393.70	\$ 11,196.46	\$ 7,003.57	\$ 3,093.80	\$ 3,315.65

SERVICE	FY17	FY16	FY15	FY14	FY13	FY12
3" BULK WATER						
2" WATER	\$ 1,431.22	\$ 684.80	\$ 597.31	\$ 536.63	\$ 508.16	\$ 115.36
1" SPRINKLER	\$ 357.55	\$ 268.10	\$ 282.14	\$ 227.73	\$ 343.37	\$ 42.37
SEWER	\$ 755.29	\$ 402.70	\$ 367.84	\$ 346.14	\$ 335.84	\$ 80.71
GAS	\$ 417.41	\$ 537.60	\$ 2,142.29	\$ 16,337.35	\$ 9,234.77	\$ 299.25
SOLID WASTE						
GROUNDWATER FEE	\$ 17.71	\$ 16.69	\$ 15.02	\$ 13.51	\$ 12.77	\$ 2.83
DRAINAGE FEE	\$ 191.64	\$ 191.64	\$ 191.64	\$ 191.64	\$ 191.64	\$ 47.91
SMART METER FEE						
TOTALS	\$ 3,170.82	\$ 2,101.53	\$ 3,596.24	\$ 17,653.00	\$ 10,626.55	\$ 588.43

SERVICE	TOTALS
3" BULK WATER	\$ 55,510.00
2" WATER	\$ 17,663.19
1" SPRINKLER	\$ 5,611.50
SEWER	\$ 9,782.68
GAS	\$ 50,067.00
SOLID WASTE	\$ 24,955.30
GROUNDWATER FEE	\$ 193.85
DRAINAGE FEE	\$ 2,635.05
SMART METER FEE	\$ 22.25
TOTALS	\$ 166,440.82

**GROUND LEASE AGREEMENT
BETWEEN THE CITY OF SEALY, TEXAS
AND**

AUSTIN COUNTY EMERGENCY SERVICES DISTRICT NO. 2

STATE OF TEXAS: §
 §
COUNTY OF AUSTIN §

THIS **GROUND LEASE AGREEMENT** (the "Ground Lease") is made and entered into effective this 22nd day of June 2011 by and between the **CITY OF SEALY, TEXAS** (the "City"), and **AUSTIN COUNTY EMERGENCY SERVICES DISTRICT NO. 2** (the "District")

FINDINGS

A. The **CITY OF SEALY** is a home rule municipal corporation organized and existing pursuant to the laws of the State of Texas. The **AUSTIN COUNTY EMERGENCY SERVICES DISTRICT NO. 2** is a political subdivision of the State of Texas, organized and operating in portions of Austin County, under Chapter 775 of the Texas Health & Safety Code.

B. The parties, the City and the District, agree and acknowledge that the District is the provider of emergency services, including fire suppression, rescue, and first responder services ("Emergency Services") for a service area within Austin County, which includes the City and that the City does not provide these services.

C. The District proposes to construct upon the Lease Premises, pursuant to this Ground Lease, a fire station for Emergency Services, such fire station being further described in Exhibit "A," attached hereto and made a part hereof, and hereinafter referred to as "Emergency Services Facilities."

D. The District proposes to utilize the Emergency Services Facilities as one of its Emergency Services facilities in furtherance of its statutory authority for providing protection of life and property from fire and for the conservation of natural and human

resources, and to protect life and health within its service area and jurisdiction, which area includes the City.

E. The District further proposes to use the Emergency Services Facilities to provide Emergency Services either directly or through a service agreement with a fire department to its service area within Austin County, which includes the City .

ARTICLE I

LEASE OF REAL PROPERTY

1.01 Lease Premises. The City, for and in consideration of the rents, covenants, and promises herein contained, does hereby lease, rent and deliver to the District, and the District does hereby lease, rent, and accept from the City, the ground and surface estate of that real property which is described and set forth in Exhibit "B" attached hereto and made a part hereof (the "Lease Premises"). Except as specifically otherwise provided, the term "Lease Premises," as used in this Ground Lease, shall include all buildings and other improvements thereon and hereafter placed thereon, and all fixtures, and other property, real and personal, now or hereafter permanently installed on or affixed to the Leased Premises.

1.02 Acceptance. The District accepts the Leased Premises in its present "AS IS" condition, with any and all latent and patent defects and with no warranty by the City that the Lease Premises has a particular financial value or is fit for a particular purpose. The District acknowledges and stipulates that it is not relying on any representation, statement, or other assertion with respect to the Lease Premises' condition, but is relying on the District's examination thereof. It is further agreed that the District releases the City and its officers, employees, and representatives from any and all claims, demands, and causes of action, if any, arising out of or incidental to the condition of the Lease Premises, including the presence of any hazardous materials thereon, if any.

1.03 Restriction on Use. It is understood and agreed that the use of the Lease Premises shall be restricted to Emergency Services Facilities to be utilized for providing

Emergency Services within the District's service area to include, specifically, the citizens and property owners within the City portion of the District. The Emergency Services Facilities constructed or maintained upon the Lease Premises shall be of an architectural style, color, and design substantially in conformity with the previously submitted plans and specifications for Lot 2 of the Sealy Safety Center Subdivision within the City of Sealy, Austin County, Texas, which such plans and specifications are approved by the City. The District covenants and agrees to construct said Emergency Services Facilities upon the Lease Premises within three (3) years of the date of execution of this Ground Lease. In the event the District shall fail or refuse to construct the Emergency Services Facilities on the Lease Premises, in the time and manner provided herein, abandon the use of said Facilities for Emergency Services, fail to utilize such Facilities for Emergency Services within the District's service area to include, specifically, the citizens and property owners within the City portion of the District, or otherwise violate the provisions of this paragraph, then, and in any such event, the District shall be in default under this Ground Lease, and the City may pursue its remedies as provided herein, specifically, Article VIII hereof.

ARTICLE II

LEASE TERM

2.01 Term and Renewal Options. This Ground Lease shall be for a primary term of thirty (30) years ("Primary Term"), commencing on July 1, 2011, and ending on June 30, 2041. The City hereby grants to the District the right and option to extend the term of this Ground Lease for one (1) renewal term of thirty (30) years (the "Renewal Term"), said Renewal Term to begin upon the expiration of the Primary Term, provided that the District is not in default under this Ground Lease at such time. All of the terms, provisions, and covenants of this Ground Lease shall apply to the Renewal Term. The District shall exercise such option by delivering to the City written notice of its election to renew not later than one (1) year prior to the date of expiration of the Primary Term. The District's rights and option to a Renewal Term under this Section 2.01 shall terminate if (a) this Ground Lease is terminated, or (b) the District fails to timely exercise

its option under this Section 2.01, time being of the essence with respect to the District's exercise thereof.

2.02 Vacate Upon Termination. The District shall immediately vacate the Lease Premises upon termination of this Ground Lease.

2.03 Holdover. If the District does not vacate the Lease Premises following termination of this Ground Lease, then the District will become a tenant at-will and must vacate the Lease Premises within thirty (30) days after receipt of notice to do so from the City.

ARTICLE III

RENT

3.01 Rent. The District agrees to pay to the City, as rental for the use and occupancy of the Lease Premises under this Ground Lease, the sum of ONE AND NO/100 DOLLARS (\$1.00) per year, due on the date of the initial commencement date hereof and thereafter on each anniversary date of said commencement date. The District and the City agree and recognize that the token rental amount is based on the fact that the District is providing Emergency Services to citizens and property owners within the City.

ARTICLE IV

TAXES

4.01 Taxes. All real estate taxes, if any, accruing after the commencement date hereof on the Lease Premises, and any and all improvements now or hereafter placed thereupon, shall be paid when due and not later than thirty (30) days prior to delinquency by the District or its contractor(s) during its occupancy of the Lease Premises under this Ground Lease. All personal property taxes, if any, on any personal property owned or used by the District or its contractor(s) and located or situated upon the Lease Premises, and any improvements thereupon and including all contents therein, shall be paid by the District or its contractor(s) during its occupancy of the Lease Premises under this Ground Lease when due and prior to delinquency.

ARTICLE V

UTILITIES

5.01 Utilities. The District or its contractor(s) shall pay or cause to be paid all charges, including any connection fees, for electricity, gas, water, sanitary sewer, drainage, solid waste services, and any and all other utilities used on the Lease Premises during its occupancy thereof under this Ground Lease.

ARTICLE VI

USE OF REAL PROPERTY

6.01 Use. It is understood and agreed that the sole and only purpose for which the Lease Premises has been leased and may be used by the District and/or any of its contractor(s) is for the operation of an Emergency Services Facility and delivery of Emergency Services. The allowable use of the Lease Premises for the provision of such Emergency Services may include use at the option of the District or its contractor(s) for administrative duties related to providing such Emergency Services. The District shall have no right to alter or change such use, except with the written consent of the City.

6.02 Contractors. The District may, at its sole discretion, contract with a provider(s) that will provide Emergency Services from the Lease Premises and any improvements to the Lease Premises. It is understood and agreed that any such contract by the District shall be pursuant to the terms and conditions contained in this Ground Lease. It is further understood and agreed that any such contract will not take effect until written notice of such contract has been provided by the District to the City.

6.03 The District shall not sell or assign its leasehold estate or other rights under this Ground Lease in whole or in part nor any portion of an unexpired Primary or Renewal Term, nor shall it sublet the Lease Premises or any portion thereof or any portion of any building now or later erected on said Lease Premises, except upon the written consent of the City. Provided, however, it is understood and agreed by the City and the District

that the District shall have authority to pledge this Ground Lease, as necessary, to a lender that provides construction financing for the construction of Emergency Services Facilities upon the Lease Premises, if the District, in its sole discretion, determines that such construction and financing is appropriate.

ARTICLE VII

REPAIRS, MAINTENANCE AND RESTORATION

7.01 Duty to Repair. The District shall at all times keep and maintain, at its sole cost and expense, the Lease Premises and all buildings and improvements now or hereafter built or placed thereon, including all exterior entrances, roof, bays, parking areas, all glass and windows, all floors, and all partitions, doors, fixtures, equipment, and appurtenances thereof, including lighting, electrical equipment, plumbing fixtures and equipment, and heating, ventilating and air conditioning equipment in good order and repair. The District further agrees to maintain landscaping on the Lease Premises that meets or exceeds the landscape standards set forth in the City's Code of Ordinances, as same are applicable to the real property containing the Lease Premises. Risk of loss for damages to any structure placed on the Lease Premises shall also be borne by the District. Risk of loss of all personal property owned by the District located on the Lease Premises shall be borne by the District.

7.02 Mechanic's Liens. The District shall not allow or permit any Mechanics' Liens or other liens to be filed against the Lease Premises by reason of any work, labor, services, or materials supplied or claimed to have been supplied to the District or to anyone holding the Lease Premises or any part thereof through or under the District or its contractor(s). The District agrees to indemnify and hold the City harmless from any such liens.

7.03 Ownership of Improvements. All facilities, improvements and buildings now or hereafter constructed or placed upon the Lease Premises by the District shall be owned by the District at all times during the term of this Ground Lease, and upon and following termination hereof (whether such termination is early or under the normal expiration of

the Primary or Renewal Term), all facilities, improvements, and buildings now or hereafter constructed or placed upon the Lease Premises by the District shall be owned by the City.

ARTICLE VIII

DEFAULT AND REMEDIES

8.01 Default by the City. In the event the City fails to perform any covenant, condition, or agreement required under this Ground Lease, and such failure is not corrected within thirty (30) days after receipt of written notice thereof from the District to the City specifying the failure, such failure to perform shall constitute a default by the City.

8.02 The District's Remedies Upon Default by the City. Upon default by the City, uncured as provided herein, the District may, at its sole discretion and as its sole remedy, seek injunctive relief, specific performance, or terminate this Ground Lease.

8.03 Default by the District. Failures to timely pay rent or failure of the District to comply with any covenant, condition, or agreement required under this Ground Lease, shall constitute default by the District.

8.04 The City's Remedies Upon Default by the District. Should the District default in the performance of any covenant, condition, or agreement under this Ground Lease, and such default is not corrected within thirty (30) days after receipt of written notice thereof from the City to the District specifying the default, the City may terminate this Ground Lease, take possession of the property, and/or sue for damages.

ARTICLE IX

WARRANTIES

9.01 Warranty of Title by City. The City hereby represents and warrants that it is the owner in fee simple absolute of the Lease Premises, subject only to recorded

covenants, conditions, restrictions, easements, and other matters of record. The City warrants and represents that it has full authority to execute this Ground Lease and grant the leasehold set forth herein.

9.02 District's Warranty of Authority. The District warrants that it has the authority to execute this Ground Lease and that the signer below, by executing this Ground Lease, binds the District hereto.

ARTICLE X GENERAL PROVISIONS

10.01 No Partnership. The relationship between the District and the City at all times shall remain solely that of landlord and tenant and not be deemed a partnership or joint venture.

10.02 No Waiver. No waiver by a party of any default or breach of any covenant, condition, or agreement herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or agreement hereof.

10.03 Unlawful Use. The District agrees not to use the Lease Premises or any structure placed upon said premises or any part thereof, for any use or purpose in violation of any valid and applicable law, regulation, or ordinance of the United States, the State of Texas, Austin County, Texas, the City, or any other lawful authority having jurisdiction over the Lease Premises.

10.04 Delivery of Rents and Notices. Any notice provided or required to be given under this Ground Lease must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile transmission, provided a copy of such notice is

sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Ground Lease shall be as follows:

If to City: City of Sealy
415 Main Street, P.O. Box 517
Sealy, Texas 77474
Attn: City Manager
Facsimile: 979-885-3513

If to District: Austin County Emergency Services District No. 2
1207 Highway 90 West
Sealy, Texas ~~77474~~
Attn: Board President

10.05 Hazard and Property Insurance. The District shall, during the term of this Ground Lease, keep the Lease Premises and all buildings and improvements now or hereafter built or placed thereon insured against all hazards and with such insurance companies licensed and authorized to do business in the State of Texas, and in amounts not less than the full replacement value of all the buildings and improvements situated or later to become situated upon or affixed to the Lease Premises. The District shall have the right to collect and receive all money that may become payable and collectible on all such policies (whether through loss or damage to the Lease Premises, or otherwise). At its option, the District may use any part of such money for the rebuilding and restoration of any part of the damaged or destroyed Lease Premises and buildings situated thereon. This provision shall not create any duty on the part of the District to collect insurance proceeds and the District shall not be responsible for the failure to collect the same regardless of the cause of such failure.

10.06 Liability Insurance. The District, during its occupancy of the Lease Premises under the terms of this Ground Lease, shall maintain public liability insurance on the Lease Premises, any equipment housed thereon, and on any structure placed upon the Lease Premises, in amounts of not less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence. The issuance of such insurance to a contractor(s) of the District, listing the District as an additional insured or co-insured, shall satisfy this requirement.

10.07 Parties Bound. This Ground Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

10.08 Applicable Law. This Ground Lease shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder shall be performed in Austin County, Texas.

10.09 Severability. In case any one or more of the provisions contained in this Ground Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Ground Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

10.10 Prior Agreements Superseded. This Ground Lease constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties with respect to the subject matter hereof.

10.11 Amendment. No amendment, modification, or alternation of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the District and the City.

10.12 Rights and Remedies. The rights and remedies provided by this Ground Lease are exclusive and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies provided for herein.

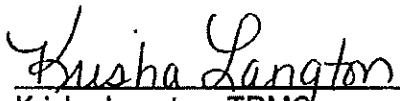
10.13 Attorneys Fees. In the event that an action is brought in any court by any party to this Ground Lease to protect or enforce its rights hereunder, then the non-prevailing party shall pay the reasonable attorneys fees of the prevailing party in addition to any other or further relief obtained.

THIS GROUND LEASE AGREEMENT has been executed by the parties effective the date and year first above written.

CITY OF SEALY, TEXAS

By: 
Chris Coffman
City Manager

ATTEST:


Krisha Langton, TRMC,
City Secretary

AUSTIN COUNTY EMERGENCY SERVICES
DISTRICT NO. 2

By: 
Name: John M. Love
Title: President

ATTEST:

By: 
Name: Tim Lapham
Title: Secretary

EXHIBIT "A"
DESCRIPTION OF EMERGENCY SERVICES FACILITIES

The Drawings and Specifications as designed and developed by PGAL for the Austin County ESD #2 Fire Station and City of Sealy of Police Station project No. R1001163.00 and addendum one through six dated May 2011.

EXHIBIT "B"

LEGAL DESCRIPTION OF THE LEASED PREMISES

Lot one of the Sealy Safety Center Subdivision located in file number 112117 Volume 2
Page 76 of the Map Records of Austin County located in the County Clerk's office of
Austin County, Texas

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.

**ITEM #7 REPORTS,
ANNOUNCEMENTS, OR
REQUESTS FROM
COUNCILMEMBERS**

J. ADJOURN