NOTICE OF REGULAR MEETING
SEALY CITY COUNCIL
W. E. HILL COMMUNITY CENTER
1000 MAIN STREET
SEALY, TX 77474
TUESDAY, OCTOBER 6, 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)

- **Breast Cancer Awareness Month**

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 August 23, 2026, Special Meeting Minutes

b) Approve August 24, 2026, Special Meeting Minutes

c) Approve September 1, 2026, Regular Meeting Minutes

d) Approve an Ordinance to Designate an Area as The Sealy Hardman Signs Tax Abatement Reinvestment Zone No. 3, Pursuant to Texas Tax Code, Chapter 312
(Second of two readings)

e) Approve an Ordinance Amending Chapter 98 regarding the intersection of Second Street and Main Street.
(Second of two readings)

f) Accept $600 Donation from Hennessey Performance for the Sealy Police Department

g) Approve Ratification to Renew Contract with Wells Fargo from October 1, 2026 to September 30, 2027

h) Approve Amending the following Job Descriptions:

- Finance Director/HR Director
- HR/Purchasing Coordinator
- Administrative Assistant I-III (CSR & Backup)
- Administrative Assistant I-III (Utility Billing)
- Administrative Assistant IV (AP/AR/Payroll)
- Administrative Services Manager
- Chief of Police
- Administrative Assistant/GIS Technician
- Utility Worker IV – Streets/Parks
- Court Collections Specialist
- Deputy Court Clerk
- Municipal Court Administrator
- Municipal Court Alternate Judge
- Municipal Court Presiding Judge
- City Secretary
- Assistant City Secretary

H. Presentation(s)

- **Drainage Basin Maps of the East Side Area by Strand Associates**

I. Business

1. Discussion and Possible Action to Approve a Resolution for the 218 Fowlkes Project for the SEDC Historic District and Business Improvement Grant Funding in an amount not to exceed $11,500.00, in accordance with Texas Local Government Code 505.158.
   (First of two readings)

2. Discussion and Possible Action to Approve a Resolution for the Align Project for Incentive Funding in an amount not to exceed $100,000, for Hardman Signs, LLP in accordance with Texas Local Government Code 505.158.
   (First of two readings)

3. Discussion and Possible Action regarding Texas Department of Public Safety, Driver License Division, TXCR Interlocal Cooperation Contract for Final Conviction Reporting.

4. Presentation, Discussion and Possible Action regarding Future Electricity Pricing and Contract Renewal Options.

5. Discussion and Possible Action regarding Awarding or not Awarding a Bid for the Chapman B&PW Parking Expansion and Authorizing the Mayor to execute a contract.

6. Discussion and Possible Action regarding Approving a Resolution Appointing Citizens to Serve on the Charter Review Commission.

7. Discussion and Possible Action regarding Approving the City of Sealy's 2027 Holiday Calendar.

8. Presentation, Discussion and Possible Action regarding Update on TxDOT Projects:

    - Relief Route
    - Speed Study on HWY 36
    - Speed Study on FM 2187
    - Highway 36 Intersections Project

9. Discussion regarding Overtime and Compensatory Time.

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

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

- **Hailiang Copper Texas Inc. Easement Issue**

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

11. Discussion and Possible Action regarding Indemnification Agreement between Hailiang Copper Texas Inc. and the City of Sealy (Easement).

12. Reports, Announcements, or Requests from Councilmembers.

K. Adjourn

CERTIFICATION

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

Sandra Vrablec, City Secretary

F. PROCLAMATION(S)

City of Sealy, Texas

Proclamation

WHEREAS, breast cancer is the most commonly diagnosed cancer among women in the nation and is the second leading cause of cancer deaths among women in the United States; and

WHEREAS, a woman will be diagnosed with breast cancer every three minutes, and in the United States, with an increase in younger women before the mammogram age; and

WHEREAS, it is critical to expand the conversation about greater education and awareness of other symptoms such as swelling in one breast, intense itching, or even an injury resembling a bug bite; and

WHEREAS, through education and awareness about screening and treatment that early detection will lead to a higher long-term survival rate, and recognizing that a mammogram and Roy detection are effective methods to also detect breast changes that may be cancerous,

NOW, THEREFORE, I, Carolyn Bilski, Mayor of the City of Sealy, and on behalf of the members of the City Council, do hereby Proclaim the Month of October 2026 as

"BREAST CANCER EDUCATION AND AWARENESS MONTH"

in the City of Sealy, and urge all citizens to support research, increase education and awareness, using the color pink to honor those who have survived the diagnosis, those fighting the battle currently, and remembering those who have lost their lives to breast cancer.

SIGNED AND DATED this 6th day of October 2026.

Carolyn Bilski

Carolyn Bilski
Mayor

G. CONSENT AGENDA

a)

MINUTES
SEALY CITY COUNCIL
W. E. HILL COMMUNITY CENTER
1000 MAIN STREET
SEALY, TX 77474
SUNDAY, AUGUST 23, 2026
6:00 P.M.

The City Council of the City of Sealy, Texas, conducted the meeting scheduled for August 23, 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
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:

Kimbra Hill, City Manager
Sandra Vrablec, City Secretary
Russell Grimes, Chief of Police
Patrick Parsons, Public Works Director

D. Petition(s) and Public Comments

No one signed up to speak.

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

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

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

F. PUBLIC HEARING: The City Council will hold a Public Hearing to receive comments concerning the Proposed City of Sealy Fiscal Year 2026-2027 Budget.

Mayor Bilski opened the Public Hearing at 6:03 p.m.

No one spoke.

Mayor Bilski closed the Public Hearing at 6:05 p.m.

G. Business

1. Discussion and Possible Action to either Postpone the Vote or Approve an Ordinance Adopting the City of Sealy, Texas Budget for the Fiscal Year 2026-2027 (Per the City of Sealy Home Rule Charter, Section 3.12 (1) Procedure to Enact Legislation, Section 7.02 E. Adoption)
(Only one reading is required for Final passage of this Ordinance)
(A record vote will be taken)

A motion was made by Councilman Miller to Approve an Ordinance Adopting the City of Sealy, Texas Budget for the Fiscal Year 2026-2027 (Per the City of Sealy Home Rule Charter, Section 3.12 (1) Procedure to enact Legislation, Section 7.02 E. Adoption). Only one reading is required for Final passage of this Ordinance.
Councilman Noack seconded the vote. Mayor Bilski called for the vote.

A record vote was taken.

Mayor Bilski – AYE
Councilman Necker – AYE
Councilman Noack – AYE
Councilman Miller – AYE
Councilwoman Curry - AYE
Councilman Zapalac – AYE
Councilman Burttschell – AYE

The motion carried.

2. Discussion and Possible Action to Ratify the Proposed Property Tax Increase reflected in the Budget.
(A record vote will be taken)
A motion was made by Councilman Miller to Approve Ratifying the Proposed Property Tax Increase reflected in the Budget.
Councilman Noack seconded the vote. Mayor Bilski called for the vote.

A record vote was taken.

Mayor Bilski – AYE
Councilman Necker – AYE
Councilman Noack – AYE
Councilman Miller – AYE
Councilwoman Curry – AYE
Councilman Zapalac – NOE
Councilman Burttschell – AYE

The motion carried.

3. Reports, Announcements, or Requests from Councilmembers.

Mayor Bilski	None
Councilman Necker	None
Councilman Noack	None
Councilman Miller	None
Councilwoman Curry	None
Councilman Zapalac	None
Councilman Burttschell	None

H. 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, Burttschell
NOES: None

The motion carried. The meeting adjourned at 6:09 p.m.

PASSED AND APPROVED this 6th day of October 2026.

_____
Carolyn Bilski, Mayor

ATTEST:

_____
Sandra Vrablec, City Secretary

b)

MINUTES
SEALY CITY COUNCIL
W. E. HILL COMMUNITY CENTER
1000 MAIN STREET
SEALY, TX 77474
MONDAY, AUGUST 24, 2026
6:00 P.M.

The City Council of the City of Sealy, Texas, conducted the meeting scheduled for August 24, 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
Bradley Miller	Councilmember, Place 3
Theadra Curry	Councilmember, Place 4
Edward Zapalac	Councilmember, Place 5, Mayor Pro Tem
Adam Burttschell	Councilmember, Place 6

Absent:

Chris Noack	Councilmember, Place 2

A quorum was declared present.

Staff Attending:

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

D. Petition(s) and Public Comments

Councilman Edward J. Zapalac spoke on the tax rate.

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

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

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

The motion carried.

F. Consent Agenda

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

a) Approve the August 4, 2026, Regular Minutes

b) Acceptance of a $5,000 Donation from the Abe and Irene Levine Trust for Improvements to the Levine Park Gazebo

A motion was made by Councilman Miller to Approve the Consent Agenda, removing item "a" the August 4, 2026 Regular Minutes.
Councilman Burttschell seconded the motion. Mayor Bilski called for the vote.

AYES: Bilski, Necker, Miller, Curry, 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

G. PUBLIC HEARING: The City Council will hold a Public Hearing to receive comments concerning the Proposed City of Sealy 2026 Tax Rate of $0.37856

Mayor Bilski opened the Public Hearing at 6:06 p.m.

No one spoke.

Mayor Bilski closed the Public Hearing at 6:08 p.m.

H. Business

1. Discussion and Possible Action to either Postpone the Vote or Approve an Ordinance Adopting the City of Sealy, Texas Budget for the Fiscal Year 2026-2027 (Per the City of Sealy Home Rule Charter, Section 3.12 (1) Procedure to Enact Legislation, Section 7.02 E. Adoption)
(Only one reading is required for Final passage of this Ordinance)
(A record vote will be taken)

This agenda item was Approved on Sunday, August 23, 2026, at the Special City Council meeting.

2. **Discussion and Possible Action to Ratify the Proposed Property Tax Increase reflected in the Budget.**
   (A record vote will be taken)

   This agenda item was Approved on Sunday, August 23, 2026, at the Special City Council meeting.

3. **Discussion and Possible Action to Approve the Interest and Sinking (I&S), or Debt Service, component of the 2026 Property Tax Rate.**
   (A record vote will be taken)

   A motion was made by Councilman Miller to Approve the Interest and Sinking (I&S), or Debt Service Component of the 2026 Property Tax Rate.
   Councilwoman Curry seconded the motion. Mayor Bilski called for the vote.
   Councilman Miller amended his motion. Councilman Miller to Approve the Interest and Sinking or Debt Service Component of the 2026 Property Tax Rate at 0.17308 cents per $100 valuation.
   Councilwoman seconded the motion to amend. Mayor Bilski called for the vote.

   A record vote will be taken.

   Mayor Bilski – AYE
   Councilman Necker – AYE
   Councilman Noack – Absent
   Councilman Miller – AYE
   Councilwoman Curry – AYE
   Councilman Zapalac – AYE
   Councilman Burttschell – AYE

   The motion carried.

4. **Discussion and Possible Action to Approve the Maintenance and Operations (M&O) component of the 2026 Property Tax Rate.**
   (A record vote will be taken)
   A motion was made by Councilman Miller to Approve the 2026 Maintenance and Operations (M&O) Property Tax Rate of 0.20548 cents per $100 valuation.
   Councilwoman Curry seconded the motion. Mayor Bilski called for the vote.

   A record vote will be taken.

   Mayor Bilski – AYE
   Councilman Necker – AYE
   Councilman Noack – Absent
   Councilman Miller – AYE
   Councilwoman Curry – AYE
   Councilman Zapalac – NOE
   Councilman Burttschell – AYE

   The motion carried.

5. **Discussion and Possible Action to Approve an Ordinance providing for the Assessment, Levy, and Collection of Ad Valorem Tax of the City of Sealy, Texas, for the Year 2026. (Per the City of Sealy Home Rule Charter, Section 3.12 (1) Procedure to enact Legislation, and Section 7.02 E. Adoption)**
(A record vote will be taken)
A motion was made by Councilman Miller to Approve that the Property Tax Rate be increased by the Adoption of a New Tax Rate of 0.37856 per $100 of value, which is effectively a 7.27% increase in the New Tax Rate.
Councilman Burttschell seconded the motion. Mayor Bilski called for the vote.

A record vote will be taken.

Mayor Bilski – AYE
Councilman Necker – AYE
Councilman Noack – Absent
Councilman Miller – AYE
Councilwoman Curry – AYE
Councilman Zapalac – NOE
Councilman Burttschell – AYE

The motion carried.

I. WORKSHOP:

Workshop Items – Purpose Statement

Items presented during this workshop are intended to facilitate discussion among the City Council and provide staff with general direction regarding the future growth and development of the City of Sealy. Workshop discussions are preliminary in nature and are intended to identify priorities, policy considerations, opportunities, and concerns that may guide future planning, policy development, and staff analysis.

Unless specifically posted for action in accordance with applicable law, no final action will be taken on workshop items. Any matter requiring formal City Council consideration or action will be brought forward at a future properly posted meeting.

a) Presentation by Strand Associates regarding Infrastructure Capacity, Existing Conditions, and Future Development considerations, including:

1. **Updated Drainage Map**

2. **Water and Wastewater System Capacity and Water Pressure**

3. **Remaining Undeveloped Land within the City Limits, including available Infrastructure Capacity to serve future development**

b) Discussion regarding the remaining Undeveloped land within the City Limits and the Allocation or Reservation of Utility.

c) Discussion regarding Request for Annexation and Fiscal and Service-Delivery Impacts associated with Annexation.

d) Review and Discussion of the Interlocal Agreement between the City of Sealy and Austin County regarding the Regulation and Development of Land within the City's Extraterritorial Jurisdiction (ETJ).

e) Review and Discussion of Proposed Amendments to Chapter 28, Development Rules, Regulations, and Standards, of the City of Sealy Code of Ordinances

f) Review and Discussion of Proposed Amendments to Chapter 87, Subdivision of Land and Plats, of the City of Sealy Code of Ordinances

g) Discussion regarding the Exploration of Zoning as a Potential Land-Use and Development Tool for the City of Sealy

9. Reports, Announcements, or Requests from Councilmembers.

Mayor Bilski	None
Councilman Necker	ESD for the September 1 agenda
Councilman Noack	Absent
Councilman Miller	None
Councilwoman Curry	None
Councilman Zapalac	Educating on the EyeOnWater App, Waste Wizard App, on Facebook and Utility Mailer Agenda item on what other notifications we want to send besides those two and a utility mailer. We need to be educating about a bunch of things
Councilman Burttschell	None

J. Adjourn

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

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

The motion carried. The meeting adjourned at 8:47 p.m.

PASSED AND APPROVED this 6th day of October 2026.

_____
Carolyn Bilski, Mayor

ATTEST:

Sandra Vrablec, City Secretary

c)

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

The City Council of the City of Sealy, Texas, conducted the meeting scheduled for September 1, 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
Theadra Curry	Councilmember, Place 4
Edward Zapalac	Councilmember, Place 5, Mayor Pro Tem

Absent:

Adam Burttschell	Councilmember, Place 6

A quorum was declared present.

Staff Attending:

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

D. Petition(s) and Public Comments

Jennifer Troxler spoke on the Library Agreement.

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

A motion was made by Councilman Zapalac to Approve the agenda as ordered. Councilman Miller seconded the motion. Mayor Bilski called for the vote.

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

The motion carried.

F. Proclamation(s)

- **Remembrance of 9/11**

G. Consent Agenda

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

a) Approve the Virgil and Josephine Gordon Memorial Library Agreement

b) Accept Transfer of Deed from SEDC to the City of Sealy for the downtown parking lot located at 125 2nd Street

c) 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

d) Accept the Third Quarter Investment Report

e) Approve August 4, 2026, Regular Meeting Minutes

f) Approve August 18, 2026, Regular Meeting Minutes

g) Approve a Professional Service Agreement with Steven Kutra.

h) 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.

Mayor Bilski would like items "k" and "m" to be pulled.

A motion was made by Councilman Zapalac to so move.
Councilman Noack seconded the motion. Mayor Bilski called for the vote.

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

The motion carried.

A motion was made by Councilman Zapalac to Approve the Consent Agenda without items "k" and "m".
Councilman Miller seconded the motion. Mayor Bilski called for the vote.

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

The motion carried.

Item "k" –

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

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

The motion carried.

Item "m"

A motion was made by Councilman Noack to Approve Change Order No. 1 for the Seventh Street Water Line and Roadway Improvement Project.
Councilman Miller seconded the motion. Mayor Bilski called for the vote.

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

The motion carried.

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**

A motion was made by Councilman Zapalac to Approve the Public Works Director's recommendation for the Purchase and Sale of Natural Gas for Gas Gate 1 and 2 and Gas Gate 3, and to bring it back with Contract Language.
Councilman Miller seconded the motion. Mayor Bilski called for the vote.

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

The motion carried.

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.**

A motion was made by Councilman Miller to Approve a Resolution for Request for Reduction of TxDOT Speed Limit on FM 2187 between FM 1094 and HWY 36.
Councilman Noack 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 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.**

A motion was made by Councilman Zapalac to Direct Staff to move forward with relocating City banner-hanging poles located at South Loop 350.
Councilwoman Curry 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 Amending the Master Fee Schedule Ordinance.**
(First of two readings)

- **Solid Waste Rates (effective October 1, 2026)**

A motion was made by Councilman Miller to Approve Amending the Master Fee Schedule Ordinance of Solid Waste Rates effective October 1, 2026. 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.

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 bodyin negotiations with a third person.

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 recessed into Executive Session at 6:21 p.m

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

City Council reconvened into Open Session at 8:20 p.m.

A motion was made by Councilman Miller for the City Attorney to continue Discussions regarding Manufacturing Incentives.
Councilman Noack 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 Interlocal Agreement, Utility Billing, and Lease with Austin County Emergency Service District No. 2 (ESD 2).

A motion was made by Councilman Noack to hold a Joint meeting with the ESD No. 2 regarding the Sales Tax Interlocal Agreement, and I'd like for that motion to also state that the meeting to be held on September 16th at the Hill Center at 7:00 p.m.
Councilman Miller seconded the motion. Mayor Bilski called for the vote.

Councilwoman Curry: Would like to say that we would love for the ESD No. 2 to come to Sealy so that we could all sit down as a community, concerned for the future of the City of Sealy. So, yes, we would love to have them come and visit.

Councilman Necker: So definitely would love to talk to the ESD and come forward in public, and let's all talk about what's going on.

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

The motion carried.

7. Reports, Announcements, or Requests from Councilmembers.

Bilski	Delayed Items: Status of PTO and the Implementation of the Software, and get an Update on that; it's been tabled several times The Personnel Policy was tabled; I want that back on. The Vacant Building Ordinance that we've been begging for Downtown; hopefully we can get that pushed through and not wait on a consultant in 60 years to tell us what's going to happen Yield Sign get that back on for Second Street over here, there's a Yield Sign here and I have witnessed several times people come plowing through, across the railroad tracks and too many near misses so we can get that with the Stop Sign. Whatever it takes to get that addressed as quickly as possible before there's a serious injury accident
Necker	None
Noack	None
Miller	Digital Gateway Signs – one on each end of town to help display things going on around in the City
Curry	None
Zapalac	Request Agenda Item to Present the Vehicle Fleet and maybe possibly put something in the Procurement Policy based on that analysis regarding Vehicle Fleet Efficiency since we have a lot of vehicles and half the Fleet is due.
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 meeting adjourned at 8:24 p.

PASSED AND APPROVED this 6th day of October 2026.

_____
Carolyn Bilski, Mayor

ATTEST:

_____
Sandra Vrablec, City Secretary

d)

SEALY CITY COUNCIL AGENDA ITEM NO: Approve an Ordinance Designating an Area as the Sealy Hardman Signs Tax Abatement Reinvestment Zone No. 3, Pursuant to Texas Tax Code, Chapter 312
SUBMITTED BY: Sealy Economic Development Corporation
MEETING DATE: October 6, 2026

STAFF REPORT

DESCRIPTION

The Sealy City Council will discuss and consider an ordinance on the second of two (2) readings of an ordinance designating approximately 12.07 acres, as described in the ordinance exhibit, as the Sealy Hardman Signs Tax Abatement Reinvestment Zone No. 3 for commercial-industrial tax abatement purposes. The zone designation establishes the geographic area in which the City may later consider a tax abatement agreement; it does not, by itself, approve or grant an abatement.

ANALYSIS

Chapter 312 of the Texas Tax Code authorizes a municipality to designate a reinvestment zone and enter into a tax abatement agreement as an economic development incentive. Before adopting the zone ordinance, Council must hold a public hearing, allow interested persons to speak, and find that the proposed improvements are feasible and practical and would benefit the property and the City after the agreement expires. The ordinance must describe the zone boundaries and its eligibility for commercial-industrial tax abatement. See Tex. Tax Code §§ 312.201-.202.

The first reading was held at the regularly scheduled meeting of the Sealy City Council on September 15, 2026. Following the public hearing, Council approved the ordinance on first reading. Approval of any tax abatement remains a separate Council action governed by the final agreement.

City of Sealy - Hardman Tax Abatement Overview

Zone and Eligible Property

- The proposed reinvestment zone covers approximately 12.07 acres, subject to confirmation against the final ordinance exhibit and legal description.
- Only qualifying new improvements constructed after approval of a Tax Abatement Agreement would be eligible for abatement.
- Land, existing value, and other ineligible property would remain fully taxable.

Proposed Abatement Term - Subject to Separate Agreement

- Five tax years: 2028 through 2032.
- Proposed schedule: 50% of eligible added value in each year, with the remaining 50% taxable by the City.

Investment Commitments

- Minimum capital investment of $27 million by December 31, 2028.
- $20.4 million in building construction.
- $4.6 million in machinery and equipment.

Employment and Compliance Commitments

- 206 workers, plus 12 additional full-time positions added through the first five years of operations, for a total of 218 positions to be created or maintained through 2032 at the intervals stated in the final agreement for abatement eligibility.
- Average wage requirement: the greater of $24 per hour or the Austin County average wage; anticipated salaried positions average approximately $75,498 annually.

- Healthcare and retirement benefits must be provided. Annual compliance reports will be required, and the agreement will prohibit employment of undocumented individuals.

Administration

- The Austin County Appraisal District will maintain the account or valuation records for eligible abated property.
- The City or its designee will verify compliance before the abatement is applied each year.

EXPEDITED CALENDAR OF ACTIONS		
Date	**Action**	**Authority / Timing**
☒By Sept. 3	Publish the reinvestment zone public hearing notice and deliver written notice to the presiding officer of each affected taxing unit.	Tex. Tax Code § 312.201(d); at least 7 days before hearing
☒By Sept. 4	Post the enhanced public notice for the October 6 meeting at which Council would consider the tax abatement agreement.	Tex. Tax Code § 312.207(c)-(d); at least 30 days before meeting
☒Sept. 15	Hold public hearing; make statutory findings; consider first reading of the reinvestment-zone ordinance.	Tex. Tax Code §§ 312.201-.202; City ordinance process
☒By Sept. 29	Deliver notice of intent and a copy of the proposed agreement to each other taxing unit in which the property is located.	Tex. Tax Code § 312.2041; at least 7 days before agreement
Oct. 6	Consider a second reading/adoption of the zone ordinance and, as a separate action, consider approving the tax abatement agreement.	Tex. Tax Code §§ 312.204, 312.207; regularly scheduled meeting

Dates are based on the expedited schedule and should be confirmed by the City Secretary and City Attorney before publication, posting, delivery, or Council action.

FINANCIAL IMPACT

Adoption of the reinvestment-zone ordinance has no immediate fiscal impact and does not obligate the City to grant an abatement. If Council later approves the proposed agreement, the City will abate 50% of the taxes attributable to eligible new value for tax years 2028 through 2032 while collecting taxes on the remaining 50% of eligible new value and 100% of the land, existing value, and ineligible property.

Current modeling project estimates the City's five-year property-tax abatement at approximately $165,035. The actual amount will depend on eligible property placed in service, certified taxable values, annual tax rates, and verified compliance. The City would begin receiving new property-tax revenue from the non-abated portion during the abatement period and the full taxable value after the abatement expires.

ATTACHMENTS

- Ordinance designating the Sealy Hardman Tax Abatement Reinvestment Zone No. 1, including the legal description and map/exhibit (to be provided or finalized by the City Attorney).

RECOMMENDATION

Staff recommends that the Sealy City Council approve the ordinance on second reading designating the approximately 12.07-acre area described in the ordinance exhibit as the Sealy Hardman Signs Tax Abatement Reinvestment Zone No. 3.

ORDINANCE NO. 2026-_____

AN ORDINANCE OF THE CITY OF SEALY, TEXAS, DESIGNATING AN AREA AS A REINVESTMENT ZONE KNOWN AS THE "SEALY HARDMAN SIGNS TAX ABATEMENT REINVESTMENT ZONE NO. 3" FOR PURPOSES OF COMMERCIAL/INDUSTRIAL TAX ABATEMENT; MAKING NECESSARY FINDINGS OF FACTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

* * * * * * * * * * * * *

WHEREAS, the City Council of the City of Sealy, Texas, ("City") desires to make available tax abatement relief in the area designated by this Ordinance to encourage new commercial/industrial development, the creation of primary employment, and to attract major economic investment to the area; and

WHEREAS, the City previously elected to become eligible to participate in tax abatement pursuant to the Property Redevelopment and Tax Abatement Act, Tex. Tax Code Chapter 312, Section 312.002(a); and

WHEREAS, the City also adopted guidelines and criteria governing tax abatement agreements pursuant to the Tex. Tax Code Sec. 312.002(a) and (c); and

WHEREAS, the City properly complied with the notice requirements pursuant to Section 312.201(d) and conducted a public hearing during its duly noticed public meeting held on Tuesday, September 15, 2026, at 6:00 p.m., regarding the designation of an area identified in the attached Exhibit "A" as a reinvestment zone for commercial/industrial tax abatement purposes (an approximately 12.07-acre tract of land located on or about 2465 Outlet Center Drive); and

WHEREAS, the City Council finds that the improvements sought within the designated reinvestment zone are feasible and practical and would be a benefit to the land to be included in the zone and to the municipality after the expiration of a tax abatement agreement pursuant to Tex. Tax Code Sec. 312.201(d); and

WHEREAS, the City Council finds that the designation of the reinvestment zone is reasonably likely to contribute to the retention or expansion of primary employment or to attract major investment in such reinvestment zone that will be a benefit to the property and will contribute to the economic development of the City of Sealy pursuant to the Tex. Tax Code Section 312.202(a)(6);

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

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

Section 2. **Designation of Reinvestment Zone**. That pursuant to Chapter 312 of the Texas Tax Code, the City of Sealy hereby designates an area of real property described by the metes and bounds attached hereto as Exhibit "A" and incorporated herein for all purposes, as a reinvestment zone for the purposes of commercial/industrial tax abatement which shall hereinafter be called "Sealy Hardman Signs Tax Abatement Reinvestment Zone No. 3".

Section 3. **Declaration of Eligible Abatement Property**. That the City of Sealy hereby declares eligible for property tax abatement all eligible real property (not land), buildings, structures, fixed machinery, equipment, and related fixed improvements for commercial/industrial development, thereafter located in the "Sealy Hardman Signs Tax Abatement Reinvestment Zone No. 3" as authorized by the City of Sealy Tax Abatement Guidelines and Criteria for granting tax abatements in reinvestment zones, Chapter 312 of the Texas Tax Code, and any applicable tax abatement agreement between the City of Sealy and Hardman Signs, LP.

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 this Ordinance as a whole or any part of provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Sealy, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 5. ***Effective Date***. This ordinance shall become effective immediately upon passage at second reading.

PASSED AND APPROVED at this first reading on the 15th day of September 2026.

PASSED, APPROVED AND ADOPTED at this second reading on the 6th day of October 2026.

_____
Carolyn Bilski, Mayor

ATTEST:

_____
Sandra Vrablec, City Secretary

Exhibit A

SPECIAL WARRANTY DEED
WITH VENDOR'S LIEN IN FAVOR OF MORTGAGEE

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 THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS §
§
COUNTY OF AUSTIN §

THAT THE UNDERSIGNED, SHREYANSH & SAANVI ESTATES, LLC, a Texas limited liability company (herein called "Grantor"), for and in consideration of the sum of $10.00 cash and other good and valuable consideration to Grantor in hand paid by NATCLAY PROPERTIES, L.P., a Texas limited partnership (herein called "Grantee"), whose address is 9980 BAMMEL NORTH HOUSTON ROAD, HOUSTON, TEXAS 77086, the receipt of which is hereby acknowledged, and of further consideration of the execution and delivery by Grantee of that one certain Promissory Note of even date herewith, in the principal sum of ONE MILLION SIX HUNDRED EIGHTY THOUSAND AND NO/100 ($1,680,000.00) DOLLARS (herein called the "Note"), payable to the order of STELLAR BANK (herein called "Mortgagee"), bearing interest from date at the rate specified, and containing provisions for attorney's fees, Mortgagee, at the special instance and request of the Grantee, advanced the sum of said Note as part purchase price for The Land herein conveyed, the receipt of which is hereby acknowledged, Mortgagee is hereby subrogated to all of the rights of Grantor herein; the Vendor's Lien and superior title is hereby expressly transferred to and retained in favor of Mortgagee to secure the payment of the Note, the same as if Mortgagee was the Grantor herein; the Note is further and additionally secured by a Deed of Trust of even date herewith from Grantee to RAMON A. VITULLI, III, TRUSTEE, containing provisions for foreclosure under power of sale, to which reference is here made for all purposes;

HAVE GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto Grantee all that certain tract or parcel of land and all improvements located thereon (herein called "The Land"), more particularly described as follows:

ALL THAT CERTAIN TRACT OR PARCEL CONTAINING 12.0682 ACRES OF LAND SITUATED IN THE SAN FELIPE DE AUSTIN TOWN TRACT, A-5 IN AUSTIN COUNTY, TEXAS, SAID 12.0682 ACRE TRACT BEING THAT SAME TRACT DESCRIBED AS 12.069 ACRES OF LAND IN A DEED TO DAVID CRYAN TRUSTEE AS FILED FOR RECORD UNDER AUSTIN COUNTY CLERK'S FILE NO. 216517 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

The conveyance is made and accepted subject to the following matters, but only to the extent they are in effect at this time and only to the extent that they relate to The Land: The lien for current ad valorem taxes and maintenance assessments (if any) not in default, land use restrictions, deed restrictions, covenants, easements, outstanding mineral reservations, rights and royalties, if any, shown of record in the above mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, to which The Land is subject.

To have and to hold The Land together with all rights and appurtenances thereto in anywise belonging, subject to the foregoing terms, unto Grantee their heirs, executors, administrators, personal and legal representatives, successors and assigns forever, and Grantor does hereby bind themselves, their heirs, executors, administrators, personal and legal representatives, successors and assigns to warrant and forever defend The Land, subject to the foregoing terms, unto Grantee, their heirs, executors, administrators, personal and legal representatives, successors and assigns, against every person and entity whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

BUT IT IS EXPRESSLY AGREED AND STIPULATED that the VENDOR'S LIEN, including the SUPERIOR TITLE, is retained against The Land in favor of Mortgagee, its successors and assigns, until the Note and all accrued interest thereon, and all renewals and/or extensions thereof, together with all interest thereon, is fully paid according to its face and tenor, effect and reading, and together with all additional sums which may become due and payable by the terms of said Note and/or by the terms of the aforesaid Deed of Trust, when this Deed shall become absolute, and Grantor herein transfers unto said Mortgagee, its successors and assigns, the Vendor's Lien and Superior Title to The Land, in the same manner and to the same extent as if the Note had been payable to the order of Grantor and by said Grantor assigned to said Mortgagee without recourse.

RECORDED AT THE REQUEST
OF FIRST AMERICAN TITLE
GF# - 2415996

GRANTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION OR STATE OF REPAIR OF THE PROPERTY, OR ANY PORTION THEREOF, OR ANY VISIBLE OR HIDDEN DEFECTS IN MATERIAL, WORKMANSHIP OR CAPACITY OF THE PROPERTY, OR ANY PORTION THEREOF, AND THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE PROPERTY OR ANY PORTION THEREOF, AND THAT THE DELIVERY OF THE PROPERTY IS "AS IS", "WHERE IS" AND "WITH ALL FAULTS" AND THAT GRANTOR HAS DISCLAIMED ANY IMPLIED WARRANTIES WITH RESPECT TO THE PROPERTY.

Whenever used in this document, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the pronouns of any gender shall include the other genders, including the neuter, and either the singular or plural shall include the other.

Grantee joins in the execution of this Warranty Deed for the purpose of accepting delivery hereof, and to acknowledge, consent and agree to the terms and conditions of this instrument.

All ad valorem taxes and assessments on the Property have been prorated between the parties hereto as of the date of this Deed, and Grantee assumes liability for the payment thereof and for subsequent years.

EXECUTED THIS THE 05 day of JUNE, 2025.

GRANTOR:

SHREYANSH & SAANVI ESTATES, LLC, a Texas limited liability company

_____

BHASKAR MADUGULA, MEMBER

_____

VAMSHI PRIYA MAYREDDY, MEMBER

GRANTEE:

NATCLAY PROPERTIES, L.P., a Texas limited partnership

BY: HARDMAN MANAGEMENT, LLC, a Texas limited liability company,
Its General Partner

_____

CLAY HARDMAN, SOLE MEMBER AND SOLE MANAGER

THE STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the _____ day of JUNE, 2025, by BHASKAR MADUGULA and VAMSHI PRIYA MAYREDDY, MEMBERS of SHREYANSH & SAANVI ESTATES, LLC, a Texas limited liability company, in the capacity therein stated and on behalf of said limited liability company.

_____
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS § Harris
§
COUNTY OF MONTGOMERY § 05th

This instrument was acknowledged before me on the _____ day of JUNE, 2025, by CLAY HARDMAN, SOLE MEMBER AND SOLE MANAGER of HARDMAN MANAGEMENT, LLC, a Texas limited liability company, acting in its capacity as General Partner of NATCLAY PROPERTIES, L.P., a Texas limited partnership.

DANIELLE SAIZAN HOUSTON
Notary Public, State of Texas
Comm. Expires 11-03-2027
Notary ID 128769144

_____
NOTARY PUBLIC, STATE OF TEXAS

GRANTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION OR STATE OF REPAIR OF THE PROPERTY, OR ANY PORTION THEREOF, OR ANY VISIBLE OR HIDDEN DEFECTS IN MATERIAL, WORKMANSHIP OR CAPACITY OF THE PROPERTY, OR ANY PORTION THEREOF, AND THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE PROPERTY OR ANY PORTION THEREOF, AND THAT THE DELIVERY OF THE PROPERTY IS "AS IS", "WHERE IS" AND "WITH ALL FAULTS" AND THAT GRANTOR HAS DISCLAIMED ANY IMPLIED WARRANTIES WITH RESPECT TO THE PROPERTY.

Whenever used in this document, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the pronouns of any gender shall include the other genders, including the neuter, and either the singular or plural shall include the other.

Grantee joins in the execution of this Warranty Deed for the purpose of accepting delivery hereof, and to acknowledge, consent and agree to the terms and conditions of this instrument.

All ad valorem taxes and assessments on the Property have been prorated between the parties hereto as of the date of this Deed, and Grantee assumes liability for the payment thereof and for subsequent years.

EXECUTED THIS THE 5th day of JUNE, 2025.

GRANTOR:

SHREYANSH & SAANVI ESTATES, LLC, a Texas limited liability company

Bhaskar Madugula

BHASKAR MADUGULA, MEMBER

Vamshi Priya Mayreddy

VAMSHI PRIYA MAYREDDY, MEMBER

GRANTEE:

NATCLAY PROPERTIES, L.P., a Texas limited partnership

BY: HARDMAN MANAGEMENT, LLC, a Texas limited liability company,
its General Partner

CLAY HARDMAN, SOLE MEMBER AND SOLE MANAGER

THE STATE OF Washington §
§
COUNTY OF Pierce §

KARINA BOTELLO
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION # 183259
COMMISSION EXPIRES 09/24/2028

This instrument was acknowledged before me on the 5th day of JUNE, 2025, by BHASKAR MADUGULA and VAMSHI PRIYA MAYREDDY, MEMBERS of SHREYANSH & SAANVI ESTATES, LLC, a Texas limited liability company, in the capacity therein stated and on behalf of said limited liability company.

Notarized remotely online using communication technology via Proof.

NOTARY PUBLIC, STATE OF Washington

THE STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the _____ day of JUNE, 2025, by CLAY HARDMAN, SOLE MEMBER AND SOLE MANAGER of HARDMAN MANAGEMENT, LLC, a Texas limited liability company, acting in its capacity as General Partner of NATCLAY PROPERTIES, L.P., a Texas limited partnership.

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT 'A'

All that certain tract or parcel containing 12.0682 acres of land situated in the San Felipe de Austin Town Tract, A-5 in Austin County, Texas, said 12.0682 acre tract being that same tract described as 12.069 acres of land in a deed to David Cryan Trustee as filed for record under Austin County Clerk's File No. 216517 and being more particularly described by metes and bounds as follows:

Beginning at a 5/8" iron rod with EIC cap (set) marking the intersection of the Easterly right-of-way line of Kersten Road, (40.00 feet in width), with the Southerly right-of-way line of Interstate Highway 10, (variable width), same point marking the Northwest corner of the herein described 12.0682 acre tract of land;

Thence N 68°49'33" E, a distance of 25.63 feet along the South right-of-way line of said Interstate Highway 10 and the North line of said 12.0682 acre tract of land to a concrete monument (found) marking the beginning of a curve to the left having a radius of 3,039.93 feet;

Thence Northeasterly, along the South right-of-way line of said Interstate Highway 10 and the North line of said 12.0682 acre tract of land, with said curve to the left through a central angle of 12°05'32", a chord bearing and distance of N 63°25'19" E, 640.38 feet, an arc distance of 641.57 feet to a 5/8" iron rod with EIC cap (set) marking the intersection of the South right-of-way line of said Interstate Highway 10 with the Southwest right-of-way line of Ward Bend Road, (40.00 feet in width), same point marking the Northerly-Northeast corner of the herein described 12.0682 acre tract of land, from this point a TxDot Disk (found) bears S 61°16'43" E, 13.98 feet;

Thence S 61°05'30" E, a distance of 588.78 feet, (call S 61°05'13" E, 588.63 feet), along the Southwest right-of-way line of said Ward Bend Road and the Northeast line of said 12.0682 acre tract of land to a 1/2" iron rod (found) marking the Northerly corner of the Lorene Berckenhoff call 14.236 as described in a deed filed for record in Volume 550, Page 776 of the Austin County Deed Records, (A.C.D.R.), and the Easterly-Northeast corner of the herein described 12.0682 acre tract of land;

Thence S 02°48'36" W, a distance of 183.10 feet, (call S 02°48'20" W,183.11 feet), along the common line of said 12.0862 acre and said 14.236 acre tracts of land to a 1/2" iron rod (found) marking the Northeast corner of the Josh Mahesh Kumar call 14.234 acre tract of land as described in a deed filed for record under Austin County Clerk's File No. 144296 and the Southeast corner of the herein described 12.0862 acre tract of land;

Thence S 68°51'53" W, a distance of 971.22 feet, (call S 68°51'46" W, 971.25 feet), to a 1/2" iron rod (found) in the Easterly right-of-way line of said Kersten Road marking the Northwest corner of said 14.234 acre tract of land and the Southwest corner of the herein described 12.0862 acre tract of land;

Thence N 20°41'41" W, a distance of 557.92 feet, (call N 20°40'46" W, 557.89 feet), along the Easterly right-of-way line of said Kersten Road and the Westerly line of said 12.0862 acre tract of land to the point of beginning of the herein described 12.0862 acre tract of land.

Being the same property described in Deed dated June 24, 2022, executed by Ranch Country of Texas, Inc., a Texas corporation to Shreyansh & Saanvi Estates, LLC, a Texas limited liability company, recorded under Clerk's File No. 223823, Official Records of Austin County, Texas.

DECLARATION OF AUTHENTICITY

State of Texas

County of Austin

The attached document, Special Warranty Deed with Vendor's Lien In Favor of Mortgage, dated June 5, 2025 and containing 4 pages, is a true and correct copy of an electronic record printed by me or under my supervision.

At the time of printing, no security features present on the electronic record indicated any changes or errors in an electronic signature or other information in the electronic record after the electronic record's creation or execution.

This declaration is made under penalty of perjury.

Signed this 5 day of June, 2025.

_____
(signature of notary public or other officer)

RACHEL JEFFCOAT
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 02/03/27
NOTARY ID 12445779-2

(seal of office)

Rachel Jeffcoat
(printed name of notary public or other officer)

My commission expires: _____

FILED AND RECORDED

Instrument Number: 252804

Instrument Type: DEED

Filing and Recording Date: 06/12/2025 1:06 PM

Number of Pages: 6

GRANTOR SHREYANSH AND SAANVI ESTATES LLC

GRANTEE NATCLAY PROPERTIES L P

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Austin County, Texas.

THE STATE OF TEXAS AUSTIN COUNTY

Diane Day

Diane Day, County Clerk
Austin County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the Clerk.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

e)

AGENDA ITEM NO:

Discussion and Possible Action regarding Ordinance amending Chapter 98 of the City of Sealy Code of Ordinances to replace the yield sign on Second Street at Main Street with a stop sign by removing the intersection from the designated yield intersections and adding it to the designated stop intersections.

SUBMITTED BY: Kimbra Hill, City Manager
MEETING DATE: October 6, 2026

STAFF REPORT

Summary

At the September 1, 2026 City Council meeting, the Mayor requested that an amendment to Chapter 98 of the City of Sealy Code of Ordinances be brought back for Council consideration to replace the existing **yield sign on Second Street at Main Street with a stop sign.**

The proposed change is intended to **improve traffic and pedestrian safety**, particularly due to the intersection's proximity to **Chapman B&PW Park** and the number of children, families, recreational activities, and other pedestrian traffic in the surrounding area.

The proposed ordinance amends the applicable traffic-control provisions of Chapter 98 by removing the intersection from the subsection (c) identifying yield-controlled intersections and adding it to the subsection (b)identifying stop-controlled intersections.

If approved, traffic traveling on Second Street approaching Main Street will be required to come to a complete stop rather than yield before entering the intersection.

The first reading of the Ordinance amending Chapter 98 was approved at the September 15th meeting. This action item is for the 2nd of 2 readings.

Fiscal Impact

Minimal. Any costs associated with removal of the existing yield sign and installation of the stop sign can funded from **Streets** operating budget for **Traffic Signs and Markers, Line Item #10-575-52140.** As of July 17, 2026, approximately **$14,000 remains unallocated** in this line item.

Recommendation

Motion to approve the **second of two readings** of the Ordinance amending Chapter 98 of the City of Sealy Code of Ordinances to replace the yield sign on Second Street at Main Street with a stop sign by removing the intersection from the designated yield intersections and adding it to the designated stop intersections.

ORDINANCE NO. 2026 –

AN ORDINANCE OF THE CITY OF SEALY, TEXAS, AMENDING SUBSECTIONS 98-44(B) OF ARTICLE II OF CHAPTER 98 OF THE CODE OF ORDINANCES OF THE CITY OF SEALY TEXAS; PROVIDING RULES AND REGULATIONS FOR STOP SIGNS, YIELD SIGNS, AND TRAFFIC CONTROL SIGNALS; REPEALING ALL OTHER ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT OR INCONSISTENT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

* * * * * * * * * * * * * * * *

WHEREAS, the City Council of the City of Sealy, Texas, ("City") finds that updating the stop sign(s), yield sign(s), and traffic control signals is in the best interest of the City, citizens, and travelers;

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

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

Section 2. The City ratifies all past action or enforcement.

Section 3. Subsections 98-44(b) and (c) of Section 98-44 of Article II of Chapter 98 of the Code of Ordinances of the City of Sealy, Texas is amended to read as follows:

"CHAPTER 98 – TRAFFIC AND VEHICLES

* * * *

ARTICLE II. – OFFICIAL TRAFFIC CONTROL DEVICES

* * * *

Sec. 98-44. – Approval of official traffic control devices.

* * * *

(b) Location of stop signs shall be as follows:

Acres Lane at Gebhardt Road (North/South)
Acres Lane at Schmidt Road
Anderson Street at Frydek Road
Anderson Street at San Felipe Road
Atchison Street at Fifth Street (North/South)
Atchison Street at Highway 90 (North/South)

Atchison Street at Main Street (North/South)
Atchison Street at North Circle Drive (Loop 350) (North/South)
Atchison Street at South Circle Drive (Loop 350)
Austin Street at San Felipe Road
Bassett Street at Anderson Street
Belle Place at U.S. Highway 90
Bison View Lane at Thornbird Court
Boulden Court at Cane Crossing Lake Drive
Brandywilde Street at Eagle Lake Road
Brast Road at FM 3538
Brookside at Willow
Buffalograss Trail at Winterberry Way
Cane Crossing Parkway at Calhoun Drive
Caroline Street at FM 1094 (Columbus Road)
Championship Drive at U. S. Highway 90
Chickadee Street at Bobwhite Trail
Chickadee Street at Ward Bend Road
Cindy Lane at U. S. Highway 90
Circle Drive at Engelking Street
Cleveland Street at San Felipe Road
Columbus Road at North Fowlkes Street (East/West)
Daniels Street at San Felipe Road (4-way stop)
Depriest Street at Anderson Street
Dickerson Street at Old San Felipe Road
Dickerson Street at Andrews Street
Dorothy Street at Caroline Street
Dotson Street at Andrews Street
Dove Landing Drive at FM 3013
Dove Landing Drive at Morning Dove Trail (4-way stop)
Dove Landing Drive at Turtle Dove Drive (3-way stop)
Dove Landing Drive at White Wing Lane (4-way stop)
Downey Road at San Felipe Road
Dunovant Drive at Cane Crossing Lake Drive
Eagle Lake Road at FM 3538
Eagle Lake Road at Championship Drive (East/West)
Eagle Lake Road at Fifth Street
Eagle Lake Road at U.S. Highway 90 (North/South)
Eagle Lake Road at Kloecker Road (East/West)
Eagle Lake Road at Sunset/Westview Terrace Drive (East/West)
Eagle Lake Road at West Street (4-way stop)
Eber at U.S. Highway 90

Eighth Street at West Front Street
Eldridge Drive at Cane Crossing Lake Drive
Elizabeth Lane at Columbus Road (South)
Elkhorn Way at Laurel Bloom Lane
Engelking Street at Circle Drive (East/West)
Engelking Street at Atchison Street (East/West)
Engelking Street at Highway 36
Engelking Street at South Circle Drive (Loop 350)
FM 1094 (Columbus Road) at FM 2187 (4-way stop)
FM 3013 at FM 3538/Rice Field Road (4-way stop)
FM 2187 at Highway 36
FM 3013 at Highway 36
Fifth Street at Fowlkes Street (2-way stop) (East/West)
Fifth Street at Highway 36 (East/West)
Fifth Street at Hardeman Street (East/West)
First Street at Hardeman Street
Fourth Street at Atchison Street (4-way stop)
Fourth Street at Fowlkes Street (East/West)
Fourth Street at Loescher (3-way)
Fourth Street at Highway 36 (East/West)
Fourth Street at West Front Street
Fowlkes Street at Main Street (North/South)
Fowlkes Street at Second Street (North/South)
Frydek Road at U. S. Highway 90
Garland Lane at Downey Road
Garland Lane at San Felipe Road
Gasper Street at Anderson Street (North/South)
Gay Drive at Brookside
Gay Drive at South Circle Drive (Loop 350)
Gebhardt Road at Highway 36
Gebhardt Road at Schmidt Road
Goebel Road at Eagle Lake Road
Gunnison Street at Eagle Lake Road
Hardeman Street at Fourth Street (4-way stop)
Hardeman Street at Main Street (4-way stop)
Hardeman Street at North Circle Drive (Loop 350) (North/South)
Hardeman Street at Sixth Street (North/South)
Harrison Road at FM 3013
Hawthorne Drive at Laurel Bloom Lane
Hill Street at Frydek Road
Hill Street at Silliman Street

Hillcrest Drive at FM 2187
Hluchan Road at Outlet Center Drive
Howard Street at FM 1094 (Columbus Road)
Hunter's Crossing Drive at FM 2187
Hunter's Crossing Drive at Still Water Ridge Lane
Hunter's Crossing Drive at Wild Grove Lane
Irene Street at FM 1094 (Columbus Road)
Jason Street at Highway 36
Jason Street at West Front Street
Kathy Avenue at Magnolia Street (North/South)
Kathy Avenue at Rexville Road
Kersten Road at Outlet Center Drive
Kersten Road at West Front Street
Kloecker Road at U.S. Highway 90
Kloecker Road at Rexville Road
Lakefield Drive at FM 2187
Lakeview Drive at FM 2187
Live Oak Street at San Felipe Road
Loescher Street and 4th Street (3-way stop)
Loescher Street at Main Street (3-way stop)
Lux Street at FM 1094 (Columbus Road)
Magnolia Street at South Circle Drive (Loop 350)
Magnolia Street at Terri Avenue
Main Street at Fowlkes Street (4-way stop)
Main Street at Hardeman Street (4-way stop)
Main Street at Loescher (East/West)
Maler Road at Highway 36
Mandy Lane at Eagle Lake Road
Menke Street at San Felipe Road
Miller Road at Eagle Lake Road
Miller Road at U.S. Highway 90 (North/South)
Miller Road at Rexville Road
Moody Street at Highway 36
Moody Street at West Front Street
Moore Street at Frydek Road
Mound Road at IH-10 Frontage Eastbound (3-way stop)
Nelson Street at Old San Felipe Road
Newcom Lane at Frydek Road
North Atchison Street at FM 1094 (Columbus Road)
North Fifth Street at Highway 36
North Fourth Street at Highway 36

North Fowlkes Street at North Fifth Street (North/South)
North Hardeman Street at FM 1094 (Columbus Road) (North/South)
North Lantana Circle at East Lantana Circle (Intersection) (3-way /all-way stop)
North Second Street at Highway 36 (East/West)
North Third Street at Highway 36
Oak Park Street at Anderson Street
Oak Street at FM 1094 (Columbus Road)
Old San Felipe at Frydek Road (East/West)
Over Creek Way at Highway 36
Peschel Lane at Lux Street
Peschel Lane at U.S. Highway 90
Pine Street at San Felipe Road
Pyka Road at IH-10 Frontage Westbound (3-way stop)
Quail Hollow Street at Meadowlark Circle
Quail Hollow Street at Quail Bend (4-way stop)
Quail Hollow Street at Kersten Road
Rexville Road at Cane Crossing Parkway
Rexville Road at FM 3538
Rexville Road at IH-10 Frontage Eastbound
Rexville Road at IH-10 Frontage Westbound
Rexville Road and Roosevelt Street (3-way stop)
Rexville Road at Roosevelt Street (Southbound)
Rice Street at Anderson Street
Rice Street at San Felipe Road
Richardson Lane at FM 3538
Robin Road at U.S. Highway 90
Robin Road at Meadowlark Circle
Rogers Lane at Gebhart Road
Roosevelt Street at U.S. Highway 90
Roosevelt Street at Rexville Road (Westbound)
Roosevelt Street at South Circle Drive (Loop 350)
Rosalie Lane at Silliman/Hill Street
Schmidt Road at Harrison Road
Schmidt Road at Highway 36
Sealy-Frydek Road at Old San Felipe Road
Second Street at Daniel Street – one (1) way stop (Southeast)
Second Street at Hardeman Street
Second Street at Highway 36 (East/West)
Second Street at Fowlkes Street (East/West) (4-way stop)
Second Street at Main Street
Second Street at W. Front Street (Eastbound)

Selman Drive at U.S. Highway 90
Shadowlake Court at Shadowlake Drive
Shadowlake Circle at Shadowlake Drive
Shadowlake Drive at U.S. Highway 90
Shadowlake Drive at Westview Terrace Circle
Skylark at Harrison Road
Skylark at Waterside Trace
Silliman Street at East Main Street (North)
Silliman Street at U. S. Highway 90 (North/South)
Silliman Street at Hill Street (North)
Silliman Street/Hill Street at Old San Felipe Road (North)
Silliman Street at Old San Felipe Road (South)
Sixth Street at Highway 36 (East/West)
South Circle Drive (Loop 350) at Highway 36
South Wye at Loop 350 South
Still Water Ridge Lane at Buckhorn Street
Sunset Avenue at Eagle Lake Road
Svinky Road @ Schmidt Road
Tenth Street at Atchison Street
Tenth Street at Highway 36 (East/West)
Terri Avenue at Magnolia Street (North/South)
Terri Avenue at Rexville Road
Travis Street at Cleveland Street
Turtle Dove Drive at Mourning Dove Drive
Unnamed Street at U.S. Highway 90 (South)
Walker Street at Anderson Street
Ward Bend Road and Chickadee (3-way stop)
Ward Bend Road at Kersten Road
Ward Bend Road at U.S. Highway 90
Ward Bend Road at Outlet Center Drive
Ward Bend Road at Stockold Road (4-way stop)
Ward Street at Fifth Street (3-way stop)
Waterside Trace at Blue Finch Lane
Waterside Trace at Buffalograss Trail
Waterside Trace at Redbud Lane
Waterside Trace at Westward Pointe Drive
Weeping Willow Street at U.S. Highway 90
West Front Street at Main Street (North/South)
Westview Terrace Drive at Eagle Lake Road (4-way stop)
Westward Pointe Drive at FM 3013
Westward Pointe Drive at Sundown Prairie Drive

Westward Pointe Drive at Switchgrass Court
Westward Pointe Drive at Woodlark Court
William Street at Anderson Street
Willow Street at South Circle Drive (Loop 350)
Wilson Street at Andrews Street
Winterberry Way at Harrison Road
Wolchik Road at IH-10 Frontage Road
Woodlark Way at Elkhorn Trail
Woodlark Way at Stoney Bay Court
Woodlark Way at Sylvan Drive
Wright Street at Nelson Street

(c) Location of yield right-of-way signs shall be as follows:

Andrews Street at Cleveland Street (Westbound)
Atchison Street at Second Street (North/South)
Austin Street at Cleveland Street
Cindy Lane at Newcom Lane
Daniels Street at East Main Street
Dawson Street at Daniels Street
Dawson Street at Menke Street
East Front Street at East Main Street
East Front Street at Second Street (North/South)
Eighth Street at Atchison Street (Eastbound)
Eighth Street at Fowlkes Street
Eighth Street at Hardeman Street (East/West)
Eighth Street at West Street
Fifth Street at West Front Street
Fifth Street at West Street (East/West)
Hill Street at Front Street
IH-10 Frontage Road Westbound at U.S. Highway 90
IH-10 Frontage Road Westbound at Rexville Road
Kathy Avenue at Brookside Lane
Koy Underpass Road at IH-10 Frontage Road Westbound
Live Oak Street at Anderson Street
Moore Street at Silliman Street
Nelson Street at Anderson Street
North Fourth Street at North Fowlkes Street (East/West)
North Fowlkes Street at Maler Road
North Green Street at Wilson Street
North Second Street at North Fowlkes Street
North Third Street at North Fowlkes Street (East/West)

North West Front Street at Maler Road
Old San Felipe at Silliman Street (North)
Rexville Road at Roosevelt Street (Southbound)
Roosevelt Street at Rexville Road (Westbound)
San Felipe Road at Anderson Street (Eastbound)
Seventh Street at Atchison Street
Seventh Street at Hardeman Street (East/West)
Seventh Street at West Street
Silliman Street at East Main Street (South)
Silliman Street at Silliman Street and Frydek Road (Northbound)
Sixth Street at Atchison Street (East/West)
Sixth Street at Ward Street (East/West)
Terri Avenue at Brookside Lane
Tiger Lane at N. Circle Drive (Loop 350)
Walker Street at East Main Street
Ward Bend Road (dead-end) at Ward Bend Road
Ward Street at Eighth Street
Ward Street at Seventh Street (North/South)
West Front Street at Second Street
Westview Terrace Circle at Eagle Lake Road
Westview Drive at Eagle Lake Road

Section 4. *Repeal.* All ordinances or parts of ordinances in conflict herewith are repealed.

Section 5. *Severability.* In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part of provision hereof other than the part declared to be in valid 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 in valid or unconstitutional, whether there be one or more parts.

Section 6. *Penalty.* Any person who violates or causes, allows, or permits another to violate any provision of this ordinance, rule, or police regulation of the city shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine or penalty not to exceed two hundred dollars ($200.00). If such rule, ordinance, or police regulation 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 7. *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 15th of September 2026.

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

_____
Carolyn Bilski, Mayor

ATTEST:

_____
Sandra Vrablec, City Secretary

f)

AGENDA ITEM NO:___

Acceptance of a restricted donation from Hennessy Performance to the Sealy Police Department in the Amount of $600.00

SUBMITTED BY: Russell Grimes, Chief of Police

MEETING DATE: October 6th, 2026

STAFF REPORT

DESCRIPTION

Hennessy Performance has offered a restricted donation in the amount of $600.00 to the Sealy Police Department. The donation is intended to support the Department and will be used only for the purpose designated by the donor and in accordance with applicable City policies and purchasing requirements.

Benefit to the City

The donation will help offset expenses associated with supporting the Police Department's community policing and engagement initiatives. Community partnerships such as this allow local businesses to directly support efforts intended to strengthen relationships between the Police Department and the citizens it serves.

FISCAL IMPACT

There is no cost to the City associated with acceptance of this donation. The Sealy Police Department will receive $600.00 in restricted donation funds.

RECOMMENDATION

Staff recommends that City Council accept the $600.00 restricted donation from Hennessy to the Sealy Police Department and authorize the funds to be used for the donor-designated purpose in accordance with City policy.

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 $ ~~5000~~ 600.— JBP 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: PD DONATION FUND

☐ 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

HENNESSEY PERFORMANCE [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:	John Fullen	Anne Marie Wathe - HENNESSEY PERFORMANCE
Address:	405 MAIN ST. SEALY, TX 77474	9281 IH-10 FRONTAGE SEALY, TX 77474

Telephone: Fax: Cell Phone:	979-627-6140 979-398-4155	979-885-1300 713-377-8501
E-mail:	JFULLEN@CI.SEALY.TX.US	ANNEMARIE@HENNESSEYPERFORMANCE.COM

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

Hennessey Performance

Anne Marie Watne Exec Admin

Name *Title*

Date: 9.9.26

City of Sealy

_____

Kimbra Hill, City Manager

Date: _____

ATTEST:

_____

Sandra Vrablec, City Secretary

Date:

EXHIBIT D – DONATION ACCEPTANCE FORM

City of Sealy Donation Acceptance Form

This is to confirm that on 9.9.24 [insert date]

☐ the City of Sealy

☒ City of Sealy employee: JOHN FULLEN
received from HENNESSEY PERFORMANCE, 9281 IH-10 FRONTAGE, SEALY, TX
[insert donor name and address]:

☒ a monetary contribution of $ ~~500.00~~ 600.00 JFF

☐ 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.

John Fullen
JOHN FULLEN
[City employee name]

g)

AGENDA ITEM NO: _____

Approve Ratification to Renew Depository Contract with Wells Fargo from October 1, 2026 to September 30, 2027

SUBMITTED BY: Kimbra Hill, City Manager

MEETING DATE: October 6, 2026

STAFF REPORT

DESCRIPTION

In August 2022, the City of Sealy issued a Request for Proposals (RFP) for Bank Depository Services. On September 20, 2022, City Council awarded the City's depository services contract to Wells Fargo Bank for an initial three-year term, with the option to extend the agreement for not more than two additional one-year terms.

The initial contract period extended through September 30, 2025. City Council subsequently approved the first of the two available one-year extensions for the period of October 1, 2025 through September 30, 2026.

The current extension expires September 30, 2026. The proposed extension represents the **second and final one-year extension available under the original agreement** and will extend the City's depository services contract with Wells Fargo for the period of **October 1, 2026 through September 30, 2027**.

The purpose of this agenda item is to request that City Council **ratify the final one-year extension of the City's depository services contract with Wells Fargo Bank.**

BACKGROUND

As part of the City's ongoing management of its banking relationship, staff participates in an annual relationship review with Wells Fargo. The review includes discussion of:

- City account structures and account management;
- Authorized account signers;
- Online banking portal users and applicable access levels;
- Fraud monitoring and fraud analytics;
- Banking products and services;
- Account management tools and resources; and
- Recommendations regarding available banking products and services.

These annual reviews provide an opportunity for staff and Wells Fargo to review the City's accounts, security controls, authorized access, available banking tools, and any changes in the City's operational needs.

Staff finds that Wells Fargo continues to meet the City's critical banking service requirements and has demonstrated timely customer service and issue resolution, important fraud monitoring capabilities, and effective account management tools and resources.

The City continues to maintain a positive and productive working relationship with Wells Fargo.

CONTRACT EXTENSION

The Finance Director would ordinarily have initiated the annual contract review and extension process during July or August. Following the Finance Director's departure, an internal administrative review of City contracts identified that the existing Wells Fargo extension was scheduled to expire on **September 30, 2026.**

Upon identifying the approaching expiration date, the City Manager contacted the City's Wells Fargo relationship representative and initiated the process for exercising the **second and final one-year extension** authorized under the original agreement.

The contract documents reflect that the **City Manager executed the previous one-year extension** for the period of October 1, 2025 through September 30, 2026. Consistent with that prior process, the City Manager proceeded with the final extension to ensure continuity of the City's depository services beyond September 30, 2026.

Wells Fargo initiated its required internal review and approval process for the extension, including review by its legal and treasury representatives. Upon completion of that process, Wells Fargo will provide the final one-page extension agreement for execution by the City Manager.

The extension is for the period of:

October 1, 2026 through September 30, 2027

The extension does **not change the City's existing pricing or banking services.** It continues the existing depository relationship under the terms of the original agreement for the second and final one-year extension period.

Because of the September 30 expiration date and the need to maintain uninterrupted depository and banking services, the City Manager proceeded with the extension process consistent with the prior extension. The final extension is being presented to City Council on October 6, 2026, for formal ratification.

STATUTORY AUTHORITY

Chapter 105 of the Texas Local Government Code governs municipal depository services.

Section 105.017 provides that a municipality may approve, execute, and deliver a depository services contract with a term not exceeding five years, and that the contract may contain only those terms and conditions approved by the municipality's governing body.

The original three-year agreement together with the two available one-year extensions provides for a maximum contractual relationship of five years, concluding September 30, 2027.

FUTURE DEPOSITORY SERVICES PROCUREMENT

This extension represents the **final extension available under the City's existing Wells Fargo depository services agreement**.

Accordingly, the City will be required to complete a new competitive procurement process before the agreement expires on September 30, 2027.

To ensure adequate time for development of the solicitation documents, review of the City's banking requirements, publication, evaluation of proposals, and Council consideration, staff has already scheduled the internal process to begin in **March 2027**, with the goal of having the solicitation prepared for publication and procurement beginning by approximately **May 2027**.

Beginning the process several months before expiration will provide sufficient time for Council to select a depository and for staff to complete any necessary transition or implementation before the current agreement expires.

FINANCIAL IMPACT

The final one-year extension will continue the City's existing depository services with Wells Fargo for the period of **October 1, 2026 through September 30, 2027**.

STAFF RECOMMENDATION

Staff recommends that City Council **ratify the City Manager's execution of the second and final one-year extension of the City's Depository Services Contract with Wells Fargo Bank for the period of October 1, 2026 through September 30, 2027**, continuing the existing pricing, services, terms, and conditions.

DOCUMENTS INCLUDED IN THE AGENDA PACKET

For Council's reference and to provide the complete contractual history, the agenda packet includes:

- Original Master Services Agreement;
- 2022–2025 Depository Services Agreement;
- First One-Year Extension for October 1, 2025 through September 30, 2026; and
- Final One-Year Extension for October 1, 2026 through September 30, 2027, if available at the time the agenda packet is published.

If Wells Fargo's final extension document is not available when the agenda packet is published, the one-page document will be provided to Council upon receipt.

Original Master Services Agreement

WELLS FARGO

Master Agreement for Treasury Management Services

The Service Documentation contains the terms under which Wells Fargo Bank, N.A. and the banks, branches or subsidiaries listed in Appendix X (each, "Bank") provide you treasury management services ("Services"). "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in Services ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. The Bank customer to which the Services will be provided is identified in the Acceptance. Other capitalized terms used in this Master Agreement for Treasury Management Services ("Agreement") are defined in this document.

You and we agree:

1. **Service documentation.** The Service Documentation contains the terms governing each Service and includes:
   a. The Service Description (which contains terms and conditions applicable to the specific Service),
   b. The Acceptance (which indicates your acceptance of the Service Documentation),
   c. This Agreement (which contains terms and conditions applicable to all Services),
   d. The account agreement governing the account(s) (each, an "Account") you use in connection with the Service,
   e. The Product Enrollment Form (which contains set-up information for each Service in which you are enrolling), and
   f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Agreement and the Service Descriptions for Services you enroll in are posted at our Commercial Electronic Office® (CEO®) portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Agreement and all Service Documentation.

2. **Services.** You and we will agree upon the Services to be provided and the start date for each Service. Each Service is subject to the approval by our applicable branch or subsidiary. We will notify you when you have completed all requirements for enrolling in the Service and the Service is ready for you to use.

3. **Changes to services.** We may change (or add to) the terms and fees in the Service Documentation at any time. If an enhancement to a Service or other change requires a change to a Service Description, we will post an updated Service Description on the CEO portal. When required by Applicable Law, we will notify you of the change. If you continue to use a Service after the change takes effect, you will be bound by the change. As used in this Agreement, the term "Applicable Law" means all applicable laws (including common or customary laws), statutes, constitutions, policies, decrees, judgments, treaties, regulations, directives, by-laws, rulings, orders or operating circulars governing our activities and/or any transaction effected under this Agreement, including, but not limited to, the funds transfer system and clearing and settlement house rules.

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Revised August 4, 2020

4. **Term and termination.** Unless a Service is terminated in accordance with the Service Documentation, this Agreement and each Service will continue in effect until terminated by either party upon 30 days' prior written notice to the other party.

   We may suspend or terminate any Service:
   a. After we notify you of a breach of any provision of the Service Documentation or any other agreement with us, and you fail to cure the breach (if it can be cured) within 15 days of the date of the notice; or
   b. Without prior notice to you if:
      i. We reasonably suspect that an Account associated with a Service has been compromised or otherwise subject to irregular, unauthorized, fraudulent, or illegal activity,
      ii. You become subject to any insolvency or bankruptcy proceeding, or any receivership, liquidation, reorganization, or other similar proceeding, or you enter into any agreement or proceeding for voluntary liquidation, dissolution, composition with or assignment for the benefit of creditors or other winding up,
      iii. We determine in our sole discretion that continuing to provide a Service may place us at risk of financial loss or result in an unacceptable credit exposure,
      iv. Any guaranty of your obligations to us ("Guaranty") is terminated, revoked, or its validity contested by the guarantor ("Guarantor"),
      v. We determine in our sole discretion that a material adverse change has occurred in your ability to perform your obligations under the Service Documentation, or in the ability of a Guarantor to perform its obligations under a Guaranty, or
      vi. The Account necessary to provide a Service is closed.

   The termination of a Service will not affect your or our respective rights with respect to transactions occurring before the termination. We will not be liable to you for any losses or damages you may incur as a result of any termination of any Service or termination or restriction of any CEO portal access rights under section 9(d) below.

5. **Service fees.** You will pay us the fees described in the Service Documentation and any taxes applicable to each Service, however designated, but excluding taxes based on our net income. We may debit your Account for any fees not covered by earnings credits and any taxes that are due, or we may send you an invoice for these amounts, which you will promptly pay. Our charges and fees are in the applicable fee schedule for Services used in connection with your Account.

6. **Security procedures.**
   a. Unless otherwise agreed, you agree that "Security Procedure" is the applicable security procedure described in the Service Documentation for your Initiation Method for the Service, which we will use to verify the authenticity of a Transaction. The term "Initiation Method" refers to the method we offer in the product enrollment form ("Set-up Form") or other Service Documentation for delivering your Transaction instructions to us with respect to the applicable Service and includes any applicable transmission protocols. The term "Transaction" means (i) any funds transfer or payment instruction (including any communication cancelling or amending an instruction), and (ii) any instruction, data or other information which we receive in your name with respect to a funds transfer. The purpose of the Security Procedure is to verify the authenticity of the Transaction. We will not use the Security Procedure to detect an erroneous or duplicate transaction. You will be responsible for any erroneous or duplicate transaction we receive in your name. You agree to be bound by each Transaction, whether or not authorized by you, issued in your name and accepted by us in compliance with the Security Procedure for the Service.
   b. You agree that each Security Procedure for the Initiation Method in the Set-up Form or other Service Documentation for each of the Services (a) best meets your requirements with regard to the size, type and frequency of your Transactions, and (b) is commercially reasonable. If you have refused to use any standard Security Procedure and elect a non-standard Security Procedure, then you must sign the Non-Standard Security Procedure Elections form.

7. **Confidential information.** Unless otherwise stated in the Service Documentation, "Confidential Information" means all (a) User Guides and Terms of Use, and (b) Security Procedures, passwords, codes, security devices and related instructions. You will not acquire any ownership interest in or rights to Confidential Information as a result of your use of any Service.

   You will:
   a. Maintain the confidentiality of the Confidential Information,
   b. Not disclose (or permit your employees or agents to disclose), copy, transfer, sublicense, or otherwise make any of it available to any person or entity, other than your employees who have a need to use the Confidential Information in connection with the applicable Service, and
   c. Not decompile, reverse engineer, disassemble, modify, or create derivative works of any Confidential Information.

   You will notify us immediately if you know of or suspect any unauthorized disclosure, possession, use, or knowledge (each, an "Unauthorized Use") of any Confidential Information. If you (or your employees or agents) are responsible for the Unauthorized Use, you will, at your expense, promptly take all actions, including initiating court proceedings to recover possession and prevent further Unauthorized Use of the Confidential Information. You will also compensate us for any injury caused to us as a result of the Unauthorized Use.

8. **Currency conversion.** When your instructions require us to convert the amount of a payment order from the currency in which the Account is denominated ("Account Currency") to another currency ("Foreign Currency"), we will do so using the Applicable Exchange Rate in effect at the time we execute your payment order. "Applicable Exchange Rate" means the exchange rate we set and use for you when we convert one currency to another currency and includes a markup over our cost of sourcing the relevant currency. The markup factors include costs incurred, market risks and our desired return. The exchange rate we provide to you may be different from the exchange rates you see elsewhere. Foreign exchange rates are dynamic, and rates fluctuate over time based on market conditions, liquidity, and risks.

   If a financial institution designated to receive the funds does not pay the beneficiary specified in the payment order, and the funds are returned to us, we will not be liable to you for a sum greater than the amount of the payment order after we have converted it from the Foreign Currency to the Account Currency using the Applicable Exchange Rate in effect at the time the funds are returned to us. You accept the risks of any change in the Applicable Exchange Rate between the time you request a payment order and the time the payment order is either completed or is unwound due to a cancellation, an amendment, a rejection, or a return.

9. CEO portal.
   a. **Description of the CEO portal.** The CEO portal is our electronic banking portal that is accessed via the Internet. Your Authorized Agents (defined below) may use the CEO portal to access (i) Services in which you have separately enrolled (each, an "Accessed Service") and (ii) third-party sites we may make available through the CEO portal. We offer different channels through which you may access the CEO portal, including personal computers and mobile devices. We may add or eliminate channels at any time. A Service or third party site accessible through one channel may not be accessible through another channel.
   b. **Access to the CEO portal.** When you enroll in the CEO portal, and as we may determine is necessary after enrollment, we will provide Log-On Credentials (defined below) to the persons who are authorized to access the CEO portal on your behalf (each, an "Authorized Agent"). Log-On Credentials mean one or more secure methods we provide to access the Services and may include user IDs, passwords, token IDs, and other methods that we adopt from time to time. We have no obligation to separately verify or authenticate any communication we receive in your name through the CEO portal, whether or not it was actually from an Authorized Agent. You assume the entire risk of (i) unauthorized use of your Log-On Credentials and (ii) unencrypted electronic transmissions.

c. **Administration of the CEO portal.** We offer two options for administering the CEO portal: (i) Administration and (ii) Bank administration.

i. **Administration.** If you enroll in the Administration option, there are three categories of Authorized Agents: Company Administrator, Administrator, or User. Unless you and we separately agree, we will provide Log-On Credentials only to your initial Company Administrator(s) who will (a) assign Log-On Credentials to other individuals and (b) designate those individuals as one of the following:

(1) A Company Administrator, who may perform all functions of your initial Company Administrator,
(2) An Administrator, who may perform all functions of an Administrator including designating other Administrator(s) and User(s), or
(3) A User, who may access the Services designated by a Company Administrator or an Administrator, as well as those Services in which we permit a User to self-enroll.

Each Company Administrator and Administrator has the authority to enroll you in additional Services. In addition to your use of Administration as described in this subsection, you may request that we assign Log-On Credentials to Users that you designate in writing to us. Your designation to us will specify the Services which the User is authorized to access in addition to those Services in which we permit a User to self-enroll.

ii. **Bank administration.** For the Bank administration option, there is one category of Authorized Agent: Users. We will assign Log-On Credentials to each User you designate.

You will promptly revoke the Log-On Credentials of any Authorized Agent or User when that individual is no longer authorized to access the CEO portal. If you notify us in writing to revoke the Log-On Credentials of an Authorized Agent or User, we will have a reasonable time after receiving your written notification to revoke the individual's access.

d. **Terminating access.** We may terminate or restrict any Authorized Agent's access to any Service through the CEO portal if we determine such use:

i. Does not comply with any term applicable to the CEO portal,
ii. Is not permitted by Applicable Law,
iii. Is not authorized by you or any third party whose authorization we believe is necessary, or
iv. Should be denied for your or our protection (without us agreeing to or being required to make this determination in any circumstance).

e. **Financial information.** Financial market data, quotes, news, research, and other financial information developed by third parties and transmitted to us ("Financial Information") may be available to you at the CEO portal. The posting of any Financial Information or any other information or data at the CEO portal is not a recommendation by us of any particular Service or transaction. We do not guarantee the accuracy or completeness of any Financial Information, nor are we responsible for (i) the actions or omissions of the third parties developing or transmitting Financial Information or (ii) any decision you make or action you take by relying on any Financial Information.

10. Alerts.

a. **Non-subscribed alerts.** When you enroll in the CEO portal or other channels or Services, you consent to receiving by email or other delivery channels, servicing messages that we determine are important or urgent. You do not need to subscribe to receive such alerts and you do not pay additional service fees.
b. **Subscribed alerts.** You may also enroll in fee-based alerts for applicable Services so that you can receive messages you subscribe to at the intervals and through delivery channels that you choose.

11. Liability and indemnification.

a. We are not obligated to honor, in whole or in part, any payment order or other instruction that:

i. Exceeds the available balance in the Account, unless otherwise provided in the Service Documentation,

ii. Does not comply with the Service Documentation or our applicable policies, procedures, or practices made available to you,
iii. We have reason to believe may not have been duly authorized, should not be honored for our or your protection, or involves funds subject to a hold, dispute, restriction, or legal process, or
iv. Would possibly result in us not complying with Applicable Law.

b. Neither we nor our software vendors make any express or implied representations or warranties with respect to the Services or any software used in connection with the Services, including any warranty as to the merchantability or fitness for a particular purpose, other than those expressly set forth in the Service Documentation.

c. Any claim, action, or proceeding against us for losses or damages arising from a Service, must be brought within one year from the date of the act or omission, except as otherwise stated in the account agreement governing the Account.

d. We will have no liability for our failure to perform or delay in performing a Service if the failure or delay is due to circumstances beyond our reasonable control. If we determine that any funds transfer or communications network, Internet service provider, or other system used to provide a Service is unavailable, inaccessible, or otherwise unsuitable for use by you or us, we may, upon notice to you, suspend or discontinue the affected Service.

e. We will only be liable to you for actual damages incurred as a direct result of our failure to exercise reasonable care in providing the Services. Reasonable care requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. Our policies and procedures are general internal guidelines for our use and do not establish a higher standard of care for us than otherwise established under Applicable Law. A mere clerical error or an honest mistake will not be considered a failure by us to perform any of our obligations. Our liability to you will be limited to an amount not greater than 10 times our fees incurred in the calendar month immediately before the calendar month in which the loss or damages were incurred (or, if no fees were incurred in that month, our fees incurred in the month in which the losses or damages were incurred).

f. Except in the case of our negligence or intentional misconduct, you will indemnify and hold us, our directors, officers, employees and agents ("Representatives") harmless from all losses or damages that arise out of:
i. The performance of a Service in compliance with the Service Documentation, including any warranty we are required to make to a third party in connection with a Service,
ii. An act or omission of any of your agents, couriers, or Authorized Agents, and
iii. If the Service includes a license or sublicense of any software, any use or distribution of the software by you or any person gaining access to the software through you that is inconsistent with the license or sublicense.

You will promptly provide us with written proof of loss, and notify us if you become aware of any third party claim related to a Service. You will cooperate fully (and at your own expense) with us in recovering a loss. If we reimburse you, we or our designee will be subrogated to all of your rights (i.e., we will be entitled to assert any legal rights you had relating to the claim).

g. Except as expressly provided otherwise in the Service Documentation, neither party nor its Representatives will be liable to the other party for:
i. Any special, consequential, incidental (including court costs and attorneys' fees), indirect, or punitive losses or damages, or
ii. Business interruption, loss of profits, loss of business, loss of revenue, loss of goodwill, loss of opportunity, loss or injury to reputation, or loss of anticipated savings, whether any claim is based on contract or tort, or whether the likelihood of these losses or damages was known to the other party and regardless of the form of the claim or action.

h. When you send payments on behalf of your third party customers, you agree you are solely liable to your customers for any and all losses those customers may suffer. We exclude all and any liability of whatever nature (including those losses detailed in subsection g above) arising out of your relationship with your customer.

12. **Governing law.** The Service Documentation will be governed by: (a) U.S. federal law and (b) the law of (i) the U.S. state in which the office of Bank that maintains the Account is located or, if there is no such state or no account associated with such Service, (ii) the State of New York, without reference to its principles of conflicts of laws ("Governing Law").

13. **Arbitration agreement.** Upon demand by you or us, any dispute or claim arising out of or relating to this Agreement, or the breach thereof, must be submitted to arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and must be heard before three arbitrators if the amount in dispute is U.S. $5,000,000 or more or its equivalent in any other currency, and before one arbitrator for amounts in dispute of less than U.S. $5,000,000 or its equivalent in any other currency. Arbitration will proceed in a location selected by AAA in the state of the applicable Governing Law, and if there is no such state, the place of arbitration must be New York, NY. The language of the arbitration must be English. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This arbitration requirement does not limit the right of you or us to: (a) exercise self-help remedies including setoff or (b) obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of you or us to submit any dispute to arbitration hereunder, including those arising from the exercise of the actions detailed in (a) and (b) of this section.

14. **Jurisdiction.** For any proceedings regarding this Agreement (not subject to arbitration as provided in this Agreement), you hereby irrevocably submit to the jurisdiction of the courts of the Borough of Manhattan, New York City, in the State of New York or the federal courts located there and irrevocably agree that all claims in relating to the proceeding may be heard or determined in those courts.

15. **Miscellaneous**
    a. **Severability.** Any portion of the Service Documentation which is inconsistent with Applicable Law or Governing Law will be deemed modified and applied in a manner consistent therewith, and we will incur no liability to you as a result of the inconsistency or modification and application to any dispute regarding the Service Documentation. If any portion or provision of the Service Documentation is deemed unenforceable, it will not affect the enforceability or validity of the remaining Service Documentation nor the enforceability or validity of that portion or provision under the law of any other jurisdiction.
    b. **Entire agreement.** The Service Documentation (and any documents referred to therein):
        i. Constitutes the entire agreement between you and us regarding the Services we provide for all Accounts opened with us, and
        ii. Supersedes and extinguishes all prior agreements, understandings, representations and warranties of any nature (including requests for proposals and other sales material), whether oral or written, between you and us relating to any of our Services (including any other Master Agreement for Treasury Management Services, but excluding the current Commercial Account Agreement or Global Commercial Account Agreement, as applicable).
    c. **Electronic agreement.** To facilitate execution, the Service Documentation may be executed by a party in the form of an "Electronic Record" (as defined in the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. ["ESIGN Act"]). The Service Documentation may be executed in as many counterparts as may be required to reflect all parties' approval, and all counterparts will collectively constitute a single agreement. An "Electronic Signature" (as defined in the ESIGN Act) that can be authenticated will constitute an original and binding signature of a party. The fact that a document is in the form of an Electronic Record or is signed using an Electronic Signature will not, in and of itself, be grounds for invalidating such document.
    d. **No waiver.** Neither our failure nor any delay by us in exercising any right or remedy will be deemed to be a waiver of the right or remedy. No course of dealing or waiver of any right on one occasion will constitute a modification of the Service Documentation or be a waiver of that right on a subsequent occasion.
    e. **Third party beneficiaries.** Except as otherwise provided in the Service Documentation, no person or entity other than the parties to this Agreement will be deemed to be a third party beneficiary under the Service Documentation.

f. **Financial condition.** You will provide us promptly upon our request any existing financial statements or other information pertaining to your financial condition or any previously unprepared financial statements which we may require you to prepare and/or to be audited or reviewed by independent certified public accountants acceptable to us.

g. **Your representations and warranties.** You represent and warrant that: (i) you will not use any Service in a manner that would violate any Applicable Law by you or us; (ii) if you employ an agent in connection with its use of any Service, you represent and warrant to us that: (1) your governing body has duly authorized the agent; (2) you will exercise appropriate controls to ensure each authorized agent does not exceed the authority granted to it; and (3) you will preserve the confidentiality of the Log-On Credentials and immediately notify us if you become aware or suspect that any Log-On Credential may have been compromised.

h. **Use of names.** You and we will not use each other's name or refer to our relationship in any solicitation, marketing material, advertisement, news release, or other written, online or oral communication without specific prior written consent for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior written approval for such use.

i. **Notices and communications.** Either party may provide notice to the other party by mail, personal delivery, or electronic transmission.
   i. You will notify us promptly in writing of any change in your name, Address, legal status, or any other changes relevant to the conduct of the Account or affecting your business relationship with us.
   ii. The term "Address" as used in this Agreement refers to a mailing or electronic address.
   iii. You will use the Address where your relationship manager or other manager is located and will address any notice to the attention of the manager.
   iv. Each party will have a reasonable time after receipt of any notice to act on it.
   v. Any communication or notice to us from your agent about your use of a Service will be deemed to be a communication from you, and you authorize us to communicate with your agent about any such communication or Service.
   vi. We are entitled to rely on any communication or notice from you that we believe in good faith was authorized by your authorized representative or Authorized Agent and, we will have no obligation to verify or authenticate an identity of a sender or signature on any notice or communication, except as expressly provided in the Service Documentation.

16. Survival. Sections 7, 9, 11 - 15 will survive termination of the Services and this Agreement.

APPENDIX X

Applicable Branches or Subsidiaries of Bank

1. Wells Fargo Bank, N.A. - London Branch
2. Wells Fargo Bank, N.A. - Cayman Islands Branch

Agreement

10/1/22 – 9/30/25



Amendment to Master Agreement for Treasury Management Services

Treasury Management Services

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Introduction

This Amendment supplements and modifies the Master Agreement for Treasury Management Services ("Master Agreement") for City of Sealy. "You," "your" or "yours" refers to the customer identified in the immediately preceding sentence. The terms "we," "us," or "our" refer to the Bank. Capitalized terms used but not defined in this Amendment are defined in the Master Agreement. This Amendment constitutes part of the Service Documentation as defined in the Master Agreement. If there is a conflict between this Amendment and the Master Agreement or other Service Documentation, this Amendment will control. Except as expressly modified by this Amendment, all terms and provisions of Master Agreement and Service Documentation will continue to apply with full force and effect.

Amendment

We agree that the Master Agreement governing our relationship with you is amended as follows:

1. The following text is added at the end of Section 3 of the Master Agreement (titled "**Changes to services**"):

   "Notwithstanding the immediately preceding paragraph, through the Initial Term End Date (as defined below) Bank will not change the fees for Services reflected on Attachment A, except:

   - in order to reflect the impact of any change in Applicable Law;
   - in the event your Service usage volume is materially lower than that reflected on Attachment A;
   - for changes to Bank's pricing methodology for Services, including element IDs associated with a Service, so long as the change does not increase the total price of the Services to you (unless permitted under one of the two immediately preceding bullet points).

   If you implement additional Services not described on Attachment A prior to the Initial Term End Date, the fees for such additional Services will be as disclosed to you in connection with the implementation of such additional Services."

2. The following text is added at the beginning of Section 4 (titled "**Term and termination**") as a new first sentence:

   "Subject to the termination provisions below, the initial term of this Agreement will commence on October 1, 2022 and expire on September 30, 2025 ("Initial Term End Date"), and this Agreement may be extended for not more than two (2) additional one-year extension terms by your and our mutual consent."

3. The text of Section 12 (titled "**Governing Law**") is deleted in its entirety and replaced with the following:

"**Governing law.** The Service Documentation will be governed by: (a) U.S. federal law and (b) the law of Texas, without reference to its principles of conflicts of laws ("Governing Law")."

4. The text of Section 14 (titled "**Jurisdiction**") is deleted in its entirety and replaced with the following:

   "**Jurisdiction.** For any proceedings regarding this Agreement (other than a proceeding subject to arbitration), you and we each hereby irrevocably submits to the jurisdiction of the courts of Texas or the federal courts located there and irrevocably agrees that all claims relating to the proceeding may be heard or determined in those courts."

5. The following text is added to the end of the Master Agreement as a new Section 17:

   "**Anti-Boycott Statute Verifications.** To the extent that Sections 2271.002 and 2274.002 of the Texas Government Code (the "Anti-Boycott Statutes") apply to this Agreement and subject to applicable U.S. federal law, including, without limitation, 50 U.S.C. Section 4607, we verify that:

   - We do not, and will not during the term of this Agreement, boycott Israel;
   - We do not, and will not during the term of this Agreement, boycott energy companies; and
   - We do not, and will not during the term of this Agreement, have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association.

   The foregoing verifications will not apply to the extent the Anti-Boycott Statutes do not apply to this Agreement. Terms used in this Section 17., including without limitation "boycott Israel", "boycott energy companies" and "discriminate against a firearm entity or firearm trade association", will have the meanings assigned thereto in the Anti-Boycott Statutes."

WELLS FARGO BANK, N.A.

By: _____

Name: Dane Hawkins

Title: Sr. Relationship Manager

Date: 11-16-2022

CITY OF SEALY

By: Kimbra Hill

Name: Kimbra Hill

Title: City Manager

Date: 11.15.2022

Attachment A
Pricing for Specified Treasury Management Services
See Attached

CITY OF SEALY, TEXAS
REQUEST FOR PROPOSAL
BANKING DEPOSITORY SERVICES

APP CODE	SERVICE DESCRIPTION	ESTIMATED MONTHLY VOLUME	FEE CHARGED PER UNIT	UNIT OF MEASURE
	Balance and Compensation Information			
00 0230	Recoupment monthly IB	$ 12,245,960	$ 0.12750	Per thousand dollar
00 0230	Recoupment monthly	$ 1,206	$ 0.12750	Per thousand dollar
	General Account Services			
01 0000	Account maintenance with check return	3	$ 20.00000	Per account
01 0000	Account maintenance	10	$ 8.00000	Per account
01 0100	Debits posted	39	$ 0.10000	Per debit
01 0610	Check deposit adjustment	1	$ 8.00000	Per adjustment
	Purchasing Card Services			
08 0000	Commercial card expense report tool base	1	$ -	Per program
08 0000	Commercial card program maintenance fee	1	$ -	Per program
08 0100	Commercial card transaction	146	$ 1.00000	Per transaction
08 0301	Commercial card issuance	1	$ -	Per card
	Depository Services			
10 0006	Branch deposit	3	$ 3.00000	Per deposit
10 001A	Branch deposit post verify	44	$ 2.00000	Per deposit
10 001A	Post verify cash deposited	$ 72,389	$ 0.00200	Per dollar
10 0040	Cash order fee in a branch	9	$ 7.50000	Per transaction
10 0040	Currency furnished by branch	$ 1,170	$ 0.00300	Per dollar
10 0040	Rolled coin furnished by branch	7	$ 0.50000	Per coin roll
10 0225	Deposited check	875	$ 0.20000	Per check
10 0400	Return item – chargeback	1	$ 3.00000	Per transaction
10 0401	Return item special instructions	1	$ -	Per transaction
10 0402	Return item redeposited	1	$ 2.50000	Per transaction
10 0404	Admin return item – repaired ACH item	1	$ 3.00000	Per transaction
10 0404	Admin return item – repaired as check	1	$ 4.00000	Per transaction
10 0453	Return item converted check chargeback IRD	1	$ 4.50000	Per transaction
10 0453	Return item converted check redeposit	1	$ 4.50000	Per transaction
	Paper Disbursement Services			
15 0030	Positive Pay monthly base	2	$ 10.00000	Per account
15 0100	DDA checks paid	110	$ 0.20000	Per check
15 0222	Positive Pay exception checks returned	1	$ 15.00000	Per check returned
15 0300	MICR check rejects over 2%	19	$ 0.50000	Per reject
15 0410	Stop payment – online	2	$ 6.00000	Per stop payment
15 1350	Imaged paid check monthly base	1	$ 7.50000	Per company
15 1352	Online image view < 90 days – item	4	$ 0.10000	Per image retrieved
15 1352	Online image view > 90 days – item	4	$ 1.00000	Per image retrieved
15 1353	Imaged paid check per CD	1	$ 20.00000	Per CD ROM
15 1399	Imaged paid check per item	110	$ 0.20000	Per image
	Paper Disbursement Reconciliation Services			
20 0010	Account reconciliaton service monthly base – full	2	$ 20.00000	Per account
20 0201	Account reconciliaton service full reconciliation – item	97	$ 0.05000	Per check issued
20 0201	Online check issues – item	8	$ 0.05000	Per check issued
20 0310	Account recon service paper statement/report delivery	2	$ 5.00000	Per statement

CITY OF SEALY, TEXAS
REQUEST FOR PROPOSAL
BANKING DEPOSITORY SERVICES

APP CODE	SERVICE DESCRIPTION	ESTIMATED MONTHLY VOLUME	FEE CHARGED PER UNIT	UNIT OF MEASURE
20 0310	Account recon service paper stmt/report monthly base	2	$ 5.00000	Per account
20 9999	Account recon services aged issue records on file – item	119	$ 0.01000	Per record
	General ACH Services			
25 0000	ACH monthly base	3	$ 15.00000	Per subscription
25 0102	ACH future dated item	601	$ 0.10000	Per transaction
25 0201	Electronic credits posted	105	$ 0.10000	Per credit
25 0220	ACH received addenda	76	$ 0.01000	Per addenda record
25 0302	ACH NOC – manual	1	$ -	Per transaction
25 0302	ACH return admin – manual	1	$ 2.50000	Per return
25 0302	ACH return item – manual	1	$ 2.50000	Per return
25 0312	ACH return unauthorized – manual	1	$ 2.50000	Per return
25 0312	ACH return unauthorized quality fee	1	$ 5.00000	Per return
25 0400	ACH online return subscription – account	4	$ 10.00000	Per ACH Company ID
25 0501	ACH transmission charge	12	$ 5.00000	Per batch/file
25 0620	ACH delete – item	1	$ 15.00000	Per delete
25 0622	ACH exception process – duplicate file	1	$ 20.00000	Per batch/file
25 0703	ACH online subscription – account	1	$ 15.00000	Per ACH Company ID
25 0703	ACH online subscription – item	78	$ 0.10000	Per item accessed
25 0703	Online ACH hyp item detail inquiry – per item	2	$ 1.50000	Per inquiry
25 0710	ACH fax service	2	$ 7.00000	Per page
25 1050	ACH online fraud filter review monthly base	13	$ 7.50000	Per account
25 1053	ACH online fraud filter review – item	1	$ 1.00000	Per transaction filtered
25 1070	ACH NOC – fax advice	1	$ -	Per transaction
	Wire and Other Funds Transfer Services			
35 0100	Wire out domestic online/API	3	$ 8.00000	Per transfer
35 0120	Wire book transfer online/API	13	$ 0.50000	Per transfer
35 0300	Wire in to USA account – USA domestic	1	$ 10.00000	Per transfer
35 0412	Wire mail confirmation	2	$ -	Per confirmation
	Information Services			
40 0052	Online previous day reporting subscription	2	$ 10.00000	Per account
40 0055	Online intraday reporting subscription	2	$ 10.00000	Per account
40 022Z	Online alerts service – email	183	$ 0.25000	Per email
40 0271	Online previous day reporting items loaded	270	$ 0.05000	Per item loaded
40 0274	Online intraday reporting items reported	104	$ 0.05000	Per item reported
40 0340	Online search	27	$ 0.30000	Per inquiry
40 0340	Wire inquiry detail per item – online	1	$ 1.50000	Per inquiry
40 1001	Photocopy customer service – item	2	$ 10.00000	Per photocopy
	OTHER SERVICES OFFERED *(Attach additional sheet if necessary.)*			

CITY OF SEALY, TEXAS
REQUEST FOR PROPOSAL
BANKING DEPOSITORY SERVICES

AFP CODE	SERVICE DESCRIPTION	ESTIMATED MONTHLY VOLUME	FEE CHARGED PER UNIT	UNIT OF MEASURE

Contract Extension Documents

10/1/25 – 9/30/26

WELLS FARGO

Reference is made to the Master Agreement for Treasury Management Services for City of Sealy as amended by that certain Amendment executed on or about November 15, 2022 (together, the "Agreement"). Pursuant to Section 4 of the Agreement and subject to the termination provisions therein, the parties hereby mutually consent to extension of the Agreement for an additional one-year extension term commencing on October 1, 2025 and expiring on September 30, 2026.

WELLS FARGO BANK, N.A.

By: _____

Name: Dane Hawkins

Title: Lead Commercial Rel. Mgr.

Date: 8/25/25

CITY OF SEALY

By: _____

Name: Kimbra Hill

Title: City Manager

Date: 9/3/2025

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h)

AGENDA ITEM NO:

Approve Amending Job Descriptions

SUBMITTED BY: Whitney Robertson, HR/Purchasing Coordinator

MEETING DATE: October 6th, 2026

STAFF REPORT

SUMMARY

Staff is recommending amendments to several City job descriptions to reflect current organizational structure, reporting relationships, and the distribution of administrative responsibilities.

The proposed amendments are intended to clarify roles and responsibilities, align job descriptions with the City's current organizational structure, and ensure that assigned duties are appropriately reflected within each position. The proposed changes include:

- **Department Heads:** Update the direct reporting relationship to the City Manager to provide consistency in the City's organizational structure.
- **Finance/HR Director:** Revise the position title from Finance/HR Director to Finance Director and transfer Human Resources and IT responsibilities from the position. Purchasing responsibilities will also be assigned to the Finance Director.
- **HR/Purchasing Coordinator:** Remove purchasing responsibilities from the position and clarify that Human Resources functions report directly to the City Manager.
- **City Secretary:** Remove Human Resources and Finance responsibilities from the position.
- **Assistant City Secretary:** Add IT-related responsibilities to reflect the current assignment of IT functions and remove HR responsibilities.
- **Administrative Assistant/GIS Technician:** Add responsibilities related to facility rentals and coordination of City-wide events.

These amendments are intended to better align the written job descriptions with the City's current organizational structure and the duties being performed by each position.

ANALYSIS

The City's organizational structure and administrative responsibilities have evolved, and several existing job descriptions no longer accurately reflect current reporting relationships or assigned duties.

Updating the job descriptions will provide clearer documentation of responsibilities and establish consistency between the City's organizational structure and the duties assigned to each position.

The proposed amendments establish the City Manager as the direct supervisor for Department Heads and clarify that Human Resources functions report directly to the City Manager. Human Resources responsibilities currently reflected under the Finance/HR Director, HR/Purchasing Coordinator, and City Secretary positions will be removed or reassigned accordingly.

Purchasing responsibilities currently assigned to the HR/Purchasing Coordinator will be transferred to the Finance Director, allowing purchasing functions to be consolidated within the Finance Department. The Finance Director job description will therefore reflect finance and purchasing responsibilities without the Human Resources component.

Additionally, Information Technology responsibilities will be incorporated into the Assistant City Secretary position, while facility rental and City-wide event responsibilities will be added to the Administrative Assistant/GIS Technician position to accurately reflect the functions assigned to those positions.

The proposed amendments are administrative in nature and are intended to provide greater clarity regarding accountability, reporting relationships, and the division of responsibilities among City staff.

FINANCIAL IMPACT

There is no anticipated financial impact associated with amending the job descriptions. The proposed changes primarily clarify reporting relationships and redistribute existing duties among current positions and do not, by themselves, create additional positions or authorize changes in compensation.

STAFF RECOMMENDATION

Staff recommends that City Council approve the proposed amendments to the affected job descriptions to reflect the City's current organizational structure, reporting relationships, and assignment of duties.

FINANCE DIRECTOR JOB DESCRIPTION

At the Special City Council meeting on September 23, the City Manager advised Council that she would complete the final revisions to the Finance Director job description prior to Stephen Bailey's onboarding so that he could review and sign the updated job description upon beginning his employment with the City.

Mr. Bailey's first day of employment with the City was October 5, 2026. The City Council packet includes the final Finance Director job description, dated October 5, 2026, which was provided to Mr. Bailey as part of the onboarding process.

Job Description

Finance Director

Department: Finance	Hourly Rate Range$42.19-$59.06
Reports To: City Manager	FLSA: Exempt

Job Summary:

- Under the administrative direction of the City Manager, performs duties and makes decisions independently; highly responsible administrative and supervisory work in the direction of the City's Finance Department; serves as the City Manager's financial policy advisor. Works and receives guidelines from state and federal regulations and City ordinances, professional standards, and Council priorities. Consults with City Manager concerning overall fiscal administrative policy, budget preparations, debt management, the financial implications of purchasing and risk management. Work is reviewed through periodic audits, conferences, reports, and program results. Supervision is exercised directly or through subordinates over professional and clerical staff assigned to the department

Essential Duties and Responsibilities:

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

1. Supervise the staff and daily operations of the Finance Department, including accounts payable & receivable, payroll, revenue, journal entries, account reconciliation, purchasing, internal controls, financial reporting, and audit support; perform duties within scope of authority and training; duties may vary according to job assignment
2. Supervise staff; plan, prioritize, and assign tasks and projects; monitor work, provide technical guidance, assistance, and training; meet regularly with staff to discuss and resolve workload and technical issues; develop work plans and ensure required deadlines are met; review work and verify the accuracy of financial records
3. Supervise a variety of technical accounting functions for the City; evaluate and analyze financial issues and policies and recommends solutions; coordinate work with other city departments and public agencies
4. Assist and advise the City Manager on all fiscal matters to keep the Manager informed of current trends and proposed future courses of action
5. Assist City Manager with negotiating financial contracts
6. Study, report, and make recommendations on City's fiscal condition, including tax base and utility rates
7. Prepare and submit the department's annual budget request, including anticipated operating expenses, staffing needs, and capital needs, as applicable, in collaboration with City Manager. Monitor and manage the approved departmental budget to ensure expenditures remain within authorized appropriations.
8. Administer investments, bank relations, capital generation plans and other elements of cash flow. Responsible for overseeing depositing all City funds in legal depositories. Establish collection policy within Texas statutes
9. Assist with development and preparation of internal and external financial reports, financial analysis, regulatory agency reports, consolidated financial statements and Annual Comprehensive Financial Report (ACHR); assist auditors with preparation of annual financial analysis and reports. Review journal entries for accuracy and completeness and correct entries within scope of authority. Prepare status reports and assure effective communication of financial issues

Finance Director

Department: Finance	Hourly Rate Range: $42.19-$59.06
Reports To: City Manager	FLSA: Exempt

10. Negotiate financing arrangements with lending institutions and assist bond counsel with financial data gathering. Also monitors compliance with debt requirements
11. Serves as the City's liaison with external auditors, financial advisors, and bond counsel
12. Provide guidance to staff and department managers on proper accountability of receipts and expenditures
13. Work with department managers and City Manager on budget amendments
14. Review and verify changes in Legislative Updates to ensure compliance with State and local laws, codes and regulations; Provide technical guidance and make recommendations for compliance changes to City Manager
15. Research and make recommendations to the City Manager and City Council for changes in municipal policy, practices, rules, and regulations
16. Prepare staff reports and/or presentations for Finance department, as required
17. Assist in coordination of financial information system development and problem solving
18. Respond to inquiries and requests for financial information from a variety of external sources including vendors, contractors, newspapers, professional organizations, financial institutions, and other local governments; respond to public requests for financial information and to resolve related issues
19. Support the relationship between the City and the public by demonstrating courteous and cooperative behavior when interacting with citizens, visitors, and City staff; maintain confidentiality of work-related issues and City information
20. Serve as the custodian and keeper of the official Master Fee Schedule, maintaining the original document and controlling and coordinating all approved amendments to ensure the official schedule remains accurate and current
21. Ensure that the fees established by the Master Fee Schedule, that are applicable to director's department, are properly billed for and collected
22. Monitor and revise financial and accounting policies and procedures
23. Responsible for website maintenance/management of information in regards to Finance Department
24. Formulate and direct the City's investment policies
25. Establish fiscal policies under the direction of the City Manager through the City Council
26. Works with the City Manager and coordinates with the City Attorney in the development of financial related ordinances
27. Work under the direction of the City Manager and coordinate with the City Attorney to ensure the City's procurement practices comply with applicable laws, City policies, and established purchasing procedures, and coordinate the review of contracts for purchases and services by the City Attorney for legal compliance prior to presentation to the City Council for consideration and approval
28. Verify that businesses, contractors, and vendors with which the City conducts business are properly registered, in good standing when applicable, and otherwise eligible to conduct business in the State of Texas, and maintain appropriate documentation of such verification in accordance with City procurement procedures
29. Serve as the City's lead staff member for the annual budget development and property tax rate process, under the direction of the City Manager, and coordinate with the City Attorney, Austin County Appraisal District, and other applicable entities to ensure compliance with state law, City policies, and required deadlines
30. Develop and maintain the annual budget and tax-rate calendar, identifying statutory deadlines, Council workshops and meetings, publication and posting requirements, appraisal-roll deadlines, tax-rate calculations, and budget and tax-rate adoption dates

Finance Director

Department: Finance	Hourly Rate Range: $42.19-$59.06
Reports To: City Manager	FLSA: Exempt

31. Develop and present property tax rate options and associated revenue projections to the City Manager and City Council, including the financial effect of alternative M&O and debt-service rates and their relationship to the proposed annual budget
32. Prepare or coordinate all required documentation associated with the annual budget and property tax process, including Council presentations, agenda statements, staff reports, proposed and adopted budget documents, tax-rate calculation worksheets, public notices, public-hearing notices, ordinances, resolutions, statutory statements and disclosures, website postings, and other required filings or publications, ensuring compliance with specific requirements for municipal budget notices and hearings as well as separate Truth-in-Taxation requirements for tax-rate adoption.
33. Direct and coordinate the fiscal year-end closing process to ensure all financial transactions, reconciliations, accruals, adjustments, receivables, payables, and other necessary entries are accurately recorded and completed in a timely manner; coordinate year-end activities with City departments and prepare financial records and supporting documentation for the annual audit
34. Develop, maintain, monitor and periodically evaluate the City's financial internal controls, including appropriate segregation of duties, authorization and approval procedures, cash-handling controls, reconciliations, purchasing and payment controls, and other safeguards necessary to protect City assets and promote the accuracy and integrity of financial records; recommend corrective actions or improvements to the City Manager as needed
35. Oversee the financial administration and accounting of grants, restricted revenues, and other special-purpose funds; coordinate with departments responsible for program or project administration to ensure revenues and expenditures are properly accounted for, reimbursement requests and financial reports are completed as applicable, and financial records and supporting documentation are maintained in accordance with applicable requirements
36. Monitor and report on the financial status of the City's capital projects and associated funding sources, including bond proceeds, certificates of obligation, utility funds, impact fees, grants, and other restricted or designated funds; maintain current debt and debt-service schedules; monitor expenditures and available balances of debt proceeds; coordinate financial information with the City Manager, departments, financial advisors, bond counsel, engineers, and other applicable parties; and monitor compliance with applicable financial requirements and restrictions associated with the City's debt and capital funding
37. Maintain inventory fixed assets
38. Assist Economic Development Corporation with various duties as needed
39. Attend City Council and various board meetings as required
40. Perform other duties as assigned
41. Provide services to the general public when emergency conditions warrant it, either in preparation for, or as a reaction to, one or more disastrous events such as: a civil disturbance, hurricane, tornado, earthquake, flood, ice storm, fire, chemical accident including a hazardous material spill, possible public exposure to hazardous conditions, or other disasters which threaten the safety of the citizens. These may include services or duties different from those performed in the usual course and scope of this position

Physical Demands and Working Environment

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

Finance Director

Department: Finance	Hourly Rate Range: $42.19-$59.06
Reports To: City Manager	FLSA: Exempt

- While performing duties of this job, the employee must be able to remain in a stationary position 50% of the time. Work is performed in an office setting or at a workstation. The position requires occasional standing, walking, bending, and lifting/carrying work-related items weighing under 25 pounds, such as papers, ledgers, books, and office supplies. While performing the duties of this position, the employee is required to perform data entry and other computer functions for extended periods of time. Detailed and accurate data entry is required. Work involves everyday risks or discomforts which require normal safety precautions when operating equipment and performing job duties. This position requires regular and reliable physical attendance at the assigned work location to perform the essential functions of the job. This position may also require physical attendance at public meetings, such as City Council meetings, board meetings, community events, or other functions, as directed by the City Manager. All employees are expected to maintain a professional presence and remain responsive and accessible during assigned working hours, as well as during on-call designation times

Minimum Qualifications & Requirements:

- Work requires possession of a bachelor's degree in Finance or a related field, (Master's Degree preferred)
- Ten (10) years of public sector experience in a municipality as a senior financial officer preferred
- or any equivalent combination of education and the following:

Knowledge/Skills/Abilities

- Municipal experience in accounting, financing, budgeting, treasury, purchasing, tax, water, sewer, natural gas, and solid waste customer services, municipal operations, and electronic data processing
- Thorough knowledge of government purchasing, budgeting, risk management and computerized financial systems
- Thorough knowledge of the principles and techniques of financial management and budgetary control in an automated environment
- Thorough knowledge of municipal and state laws, rules and regulations that apply to City finances
- Thorough knowledge of the general principles of public fiscal administration including budgeting, purchasing, personnel systems, cash management, reporting and automated data processing application
- Ability to apply financial theory and principles to resolve problems
- Ability to gather, assemble and analyze facts, draw conclusions, and devise techniques suitable for management
- Ability to prepare and deliver oral and written reports on financial matters, ability to supervise others. Ability to apply Generally Accepted Accounting Principles (GAAP) and Generally Accepted Auditing Standards (GAAS)
- Knowledge of government policies specifically related to strategic planning, organizing, directing, and coordinating local government operations
- Knowledge of federal, state, and local laws and regulations, principles, practices, and methods applicable to the field of human resources management
- Ability to ensure that the policies, practices, and regulations of the City are fairly and equitably administered
- Knowledge of leadership techniques, principles, and procedures to assign work, schedule, supervise, train, and evaluate the work of assigned staff
- Knowledge of office electronic equipment, and computer hardware and software
- Ability to use logic and reasoning to analyze, understand, and evaluation complex situations
- Ability to establish and implement effective administrative and management programs and procedures
- Ability to perform all the physical requirements of the position with or without an accommodation

Finance Director

Department: Finance	Hourly Rate Range: $42.19-$59.06
Reports To: City Manager	FLSA: Exempt

Licenses, Certificates, or Other Requirements

- Certified Public Accountant (CPA) preferred
- Certified Government Finance Officer (CGFO) preferred
- Valid Texas Class "C" Driver's License
- Must have the ability to pass a pre-employment drug screen, criminal background, credit, and MVR check

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

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

_____ _____

Printed Name Signature

_____

Date

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

Job Description

Finance Director~~/HR Director~~

Department: Finance ~~Director~~ Hourly Rate Range~~: $36.69-$51.36~~$42.19-$59.06

Reports To: ~~Assistant~~ City Manager FLSA: Exempt

Job Summary:

- Under the administrative direction of the City Manager, performs duties and makes decisions independently; highly responsible administrative and supervisory work in the direction of the City's Finance Department; serves as the City Manager's financial policy advisor. Works and receives guidelines from state and federal regulations and City ordinances, professional standards, and Council priorities. Consults with City Manager concerning overall fiscal administrative policy, budget preparations, debt management, the financial implications of purchasing and risk management. Work is reviewed through periodic audits, conferences, reports, and program results. Supervision is exercised directly or through subordinates over professional and clerical staff assigned to the department
- ~~Oversee and supervise Human Resources functions for development, training, recruiting, benefits and employment.~~

Essential Duties and Responsibilities:

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

1. Supervise the staff and daily operations of the Finance Department, including accounts payable & receivable, payroll, revenue, journal entries, account reconciliation, purchasing, internal controls, financial reporting, and audit support; perform duties within scope of authority and training; duties may vary according to job assignment
2. Supervise staff; plan, prioritize, and assign tasks and projects; monitor work, provide technical guidance, assistance, and training; meet regularly with staff to discuss and resolve workload and technical issues; develop work plans and ~~assure~~ ensure required deadlines are met; review work and verify the accuracy of financial records
3. Supervise a variety of technical accounting functions for the City; evaluate and analyze financial issues and policies and recommends solutions; coordinate work with other city departments and public agencies
4. Assist and advise the City Manager on all fiscal matters to keep the Manager informed of current trends and proposed future courses of action
5. Assist City Manager with negotiating financial contracts
6. Study, report, and make recommendations on City's fiscal condition, including tax base and utility rates
7. ~~Preview budget requests with City Manager and department managers~~
7. Prepare and submit the department's annual budget request, including anticipated operating expenses, staffing needs, and capital needs, as applicable, in collaboration with City Manager. Monitor and manage the approved departmental budget to ensure expenditures remain within authorized appropriations.
8. ~~Prepare annual budget and Financial Plan including revenue and expenditure projections~~
9.8. Administer investments, bank relations, capital generation plans and other elements of cash flow. Responsible for overseeing depositing all City funds in legal depositories. Establish collection policy within Texas statutes

Finance Director~~/HR Director~~

Department: Finance	Hourly Rate Range: ~~$36.69-~~
~~$51.36~~$42.19-$59.06	
Reports To: ~~Assistant~~ City Manager	FLSA: Exempt

~~10.~~ 9. Assist with development and preparation of internal and external financial reports, financial analysis, regulatory agency reports, consolidated financial statements and Annual Comprehensive Financial Report (ACFR); assist auditors with preparation of annual financial analysis and reports. Review journal entries for accuracy and completeness and correct entries within scope of authority. Prepare status reports and assure effective communication of financial issues

10. Negotiate financing arrangements with lending institutions and assist bond counsel with financial data gathering. Also monitors compliance with debt requirements
11. Serves as the City's liaison with external auditors, financial advisors, and bond counsel
12. Provide guidance to staff and department managers on proper accountability of receipts and expenditures
13. Work with department managers and City Manager on budget amendments
14. Review and verify changes in Legislative Updates to ensure compliance with State and local laws, codes and regulations; Provide technical guidance and make recommendations for compliance changes to City Manager
15. Research and make recommendations to the City Manager and City Council for changes in municipal policy, practices, rules, and regulations
16. Prepare staff reports and/or presentations for Finance department, as required
17. Assist in coordination of financial information system development and problem solving
18. Respond to inquiries and requests for financial information from a variety of external sources including vendors, contractors, newspapers, professional organizations, financial institutions, and other local governments; respond to public requests for financial information and to resolve related issues
19. Support the relationship between the City and the public by demonstrating courteous and cooperative behavior when interacting with citizens, visitors, and City staff; maintain confidentiality of work-related issues and City information
20. Serve as the custodian and keeper of the official Master Fee Schedule, maintaining the original document and controlling and coordinating all approved amendments to ensure the official schedule remains accurate and current
~~20.~~21. Ensure that the fees established by the Master Fee Schedule, that are applicable to director's department, are properly billed for and collected
~~21.~~22. Monitor and revise financial and accounting policies and procedures
~~22.~~23. Responsible for website maintenance/management of information in regards to Finance Department
~~23.~~24. Formulate and direct the City's investment policies
25. Establish fiscal policies under the direction of the City Manager through the City Council
~~24.~~26. Works with the City Manager and coordinates with the City Attorney in the development of financial related ordinances
~~25. Provide leadership and direction in the development of HR related activities~~
~~26. Direct employment recruitment and selection related duties including job postings and job description preparation, conducting applicant screening, interview and hiring process~~
~~27. Provide guidance, advice, recommendations, and interpretation of city rules and regulations, city ordinances and state and federal legislation and mandates concerning HR, personnel, and employee relations and employment related issues~~
~~28. Develop and direct the maintenance of personnel records and systems classification and compensation plans~~
~~29. Represent the City at hearings and public meetings on HR/personnel related matters; direct actions required, providing and/or maintaining appropriate documentation~~

Finance Director~~/HR Director~~

Department: Finance	Hourly Rate Range: ~~$36.69-~~
~~$51.36~~$42.19-$59.06	
Reports To: ~~Assistant~~ City Manager	FLSA: Exempt

~~Plan, direct, supervise, and evaluate the work of subordinate staff~~

27. Work under the direction of the City Manager and coordinate with the City Attorney to ensure the City's procurement practices comply with applicable laws, City policies, and established purchasing procedures, and coordinate the review of contracts for purchases and services by the City Attorney for legal compliance prior to presentation to the City Council for consideration and approval~~.~~
28. Verify that businesses, contractors, and vendors with which the City conducts business are properly registered, in good standing when applicable, and otherwise eligible to conduct business in the State of Texas, and maintain appropriate documentation of such verification in accordance with City procurement procedures~~.~~
29. Serve as the City's lead staff member for the annual budget development and property tax rate process, under the direction of the City Manager, and coordinate with the City Attorney, Austin County Appraisal District, and other applicable entities to ensure compliance with state law, City policies, and required deadlines~~.~~
30. Develop and maintain the annual budget and tax-rate calendar, identifying statutory deadlines, Council workshops and meetings, publication and posting requirements, appraisal-roll deadlines, tax-rate calculations, and budget and tax-rate adoption dates~~.~~
31. Develop and present property tax rate options and associated revenue projections to the City Manager and City Council, including the financial effect of alternative M&O and debt-service rates and their relationship to the proposed annual budget~~.~~
32. Prepare or coordinate all required documentation associated with the annual budget and property tax process, including Council presentations, agenda statements, staff reports, proposed and adopted budget documents, tax-rate calculation worksheets, public notices, public-hearing notices, ordinances, resolutions, statutory statements and disclosures, website postings, and other required filings or publications, ensuring compliance with specific requirements for municipal budget notices and hearings as well as separate Truth-in-Taxation requirements for tax-rate adoption.
33. Direct and coordinate the fiscal year-end closing process to ensure all financial transactions, reconciliations, accruals, adjustments, receivables, payables, and other necessary entries are accurately recorded and completed in a timely manner; coordinate year-end activities with City departments and prepare financial records and supporting documentation for the annual audit~~.~~
34. Develop, maintain, monitor and periodically evaluate the City's financial internal controls, including appropriate segregation of duties, authorization and approval procedures, cash-handling controls, reconciliations, purchasing and payment controls, and other safeguards necessary to protect City assets and promote the accuracy and integrity of financial records; recommend corrective actions or improvements to the City Manager as needed~~.~~
35. Oversee the financial administration and accounting of grants, restricted revenues, and other special-purpose funds; coordinate with departments responsible for program or project administration to ensure revenues and expenditures are properly accounted for, reimbursement requests and financial reports are completed as applicable, and financial records and supporting documentation are maintained in accordance with applicable requirements~~.~~

~~1.~~36. Monitor and report on the financial status of the City's capital projects and associated funding sources, including bond proceeds, certificates of obligation, utility funds, impact fees, grants, and other restricted or

Finance Director~~/HR Director~~

Department: Finance	Hourly Rate Range: ~~$36.69-~~ ~~$51.36~~$42.19-$59.06
Reports To: ~~Assistant~~ City Manager	FLSA: Exempt

designated funds; maintain current debt and debt-service schedules; monitor expenditures and available balances of debt proceeds; coordinate financial information with the City Manager, departments, financial advisors, bond counsel, engineers, and other applicable parties; and monitor compliance with applicable financial requirements and restrictions associated with the City's debt and capital funding.

~~2. Designated liaison with contract IT for computer network and server systems. Advise City Manager on network changes, equipment needs and software/system updates and proceeds upon direction from City Manager~~

~~3.~~37. Maintain inventory fixed assets

~~4.~~38. Assist Economic Development Corporation with various duties as needed

~~27.~~39. Attend City Council and various board meetings as required

~~28.~~40. Perform other duties as assigned

~~5.~~41. Provide services to the general public when emergency conditions warrant it, either in preparation for, or as a reaction to, one or more disastrous events such as: a civil disturbance, hurricane, tornado, earthquake, flood, ice storm, fire, chemical accident including a hazardous material spill, possible public exposure to hazardous conditions, or other disasters which threaten the safety of the citizens. These may include services or duties different from those performed in the usual course and scope of this position

Physical Demands and Working Environment

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

- While performing duties of this job, the employee must be able to remain in a stationary position 50% of the time. Work is performed in an office setting or at a workstation. The position requires occasional standing, walking, bending, and lifting/carrying work-related items weighing under 25 pounds, such as papers, ledgers, books, and office supplies. While performing the duties of this position, the employee is required to perform data entry and other computer functions for extended periods of time. Detailed and accurate data entry is required. Work involves everyday risks or discomforts which require normal safety precautions when operating equipment and performing job duties. This position requires regular and reliable physical attendance at the assigned work location to perform the essential functions of the job. This position may also require physical attendance at public meetings, such as City Council meetings, board meetings, community events, or other functions, as directed by the ~~Department Head and/or~~ City Manager. All employees are expected to maintain a professional presence and remain responsive and accessible during assigned working hours, as well as during on-call designation times

Minimum Qualifications & Requirements:

- Work requires possession of a bachelor's degree in Finance or a related field, (Master's Degree preferred)
- Ten (10) years of public sector experience in a municipality as a senior financial officer preferred
- or any equivalent combination of education and the following:

Knowledge/Skills/Abilities

- Municipal experience in accounting, financing, budgeting, treasury, purchasing, tax, water, sewer, natural gas, and solid waste customer services, municipal operations, and electronic data processing
- Thorough knowledge of government purchasing, budgeting, risk management and computerized financial systems

Finance Director~~/HR Director~~

Department: Finance
Hourly Rate Range: ~~$36.69-~~ ~~$51.36~~$42.19-$59.06
Reports To: ~~Assistant~~ City Manager
FLSA: Exempt

- Thorough knowledge of the principles and techniques of financial management and budgetary control in an automated environment
- Thorough knowledge of municipal and state laws, rules and regulations that apply to City finances
- Thorough knowledge of the general principles of public fiscal administration including budgeting, purchasing, personnel systems, cash management, reporting and automated data processing application
- Ability to apply financial theory and principles to resolve problems
- Ability to gather, assemble and analyze facts, draw conclusions, and devise techniques suitable for management
- Ability to prepare and deliver oral and written reports on financial matters, ability to supervise others. Ability to apply Generally Accepted Accounting Principles (GAAP) and Generally Accepted Auditing Standards (GAAS)
- Knowledge of government policies specifically related to strategic planning, organizing, directing, and coordinating local government operations
- Knowledge of federal, state, and local laws and regulations, principles, practices, and methods applicable to the field of human resources management
- Ability to ensure that the policies, practices, and regulations of the City are fairly and equitably administered
- Knowledge of leadership techniques, principles, and procedures to assign work, schedule, supervise, train, and evaluate the work of assigned staff
- Knowledge of office electronic equipment, and computer hardware and software
- Ability to use logic and reasoning to analyze, understand, and evaluation complex situations
- Ability to establish and implement effective administrative and management programs and procedures
- Ability to perform all the physical requirements of the position with or without an accommodation

Licenses, Certificates, or Other Requirements

- Certified Public Accountant (CPA) preferred
- Certified Government Finance Officer (CGFO) preferred
- ~~PHSRA-CP or SHRM-CP preferred, or ability to obtain~~
- Valid Texas Class "C" Driver's License
- Must have the ability to pass a pre-employment drug screen, criminal background, credit, and MVR check

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

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

_____ _____

Printed Name Signature

_____

Finance Director~~/HR Director~~

Department: Finance
~~$51.36~~$42.19-$59.06
Reports To: ~~Assistant~~ City Manager

Hourly Rate Range: ~~$36.69~~
FLSA: Exempt

Date

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

Revised 10/06/2026~~07/15/202~~

Job Description

HR~~/Purchasing Coordinator~~ Administrator

Department: ~~Finance~~ Human Resources	Hourly Rate Range: $28.00-$39.20
Reports To: ~~Finance/HR Director~~City Manager	FLSA: Exempt

Job Summary:

- Coordinates professional human resources activities in employee relations which include compensation, classification, recruitment, benefits administration, performance evaluations, grievances, and employee concerns. Plans, coordinates, and conducts training programs. Performs a variety of professional Human Resources related activities in support of departments
- ~~Plans, coordinates, and enforces the activities of the City's purchasing and procurement program~~
- ~~Assist in the administration, documentation, and reporting of all grant related activities~~
- Under the general administrative direction of the ~~Finance/HR Director~~City Manager

Essential Duties and Responsibilities:

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

1. Assume responsibility for personnel services and activities, including but not limited to recruitment, compensation, benefits, employee records, performance appraisals, and employee relations
2. Recommend and administer policies and procedures related to personnel practices and ensure personnel practices follow legal guidelines
3. Represent human resources to other city departments, elected officials and outside agencies; explain, justify, and defend personnel management programs, policies, and activities
4. Establish and maintain standard operating procedures for human resources
5. Meet with employees to identify and resolve employee problems. Negotiate and resolve sensitive, significant and controversial issues
6. Plan, direct, and coordinate personnel activities
7. Participate in budget planning process by entering personnel related expenses for each department
8. ~~7.~~ Prepare and submit the department's annual budget request, including anticipated operating expenses, staffing needs, and capital needs, as applicable, in collaboration with the Finance Director and City Manager. Monitor and manage the approved departmental budget to ensure expenditures remain within authorized appropriations
9. ~~8.~~ Attend and participate in seminars; stay abreast of new trends and developments in the field of human resources, payroll, and benefits
10. ~~9.~~ Assist with website maintenance/management of information in regard to HR department
11. ~~10.~~ Consult with and advise department directors and the City Manager regarding personnel related problems
12. ~~11.~~ Assist and advise city employees in a variety of personnel matters including the interpretation and application of personnel policies and the processing of employee grievances
13. ~~12.~~ Assist in managing the City's employee benefits and compensation programs including retirement benefits, insurance programs, paid time off, and incentive pay by monitoring budget line items, coordinating and administrating compensation and benefits, and reviewing and approving the billing of benefits

HR~~/Purchasing Coordinator~~ Administrator

Department: ~~Finance~~ Human Resources	Hourly Rate Range: $28.00-$39.20
Reports To: ~~Finance/HR Director~~City Manager	FLSA: Exempt

~~13.~~14. Responsible for accuracy and confidentiality of employee and applicant records and files. Maintain confidentiality when handling communications and documents

~~14.~~15. Post all City job opportunities in accordance with the City's policies

~~15.~~16. Screen applicants for employment, schedule interviews, make offers of employment, and schedule post-offer, pre-employment screenings

~~16.~~17. Perform necessary pre-employment checks including background, credit, and MVR checks

~~17.~~18. Responsible for new employee orientation and onboarding process

~~18.~~19. Perform salary and benefits surveys and studies; analyze data and provide related recommendations to the City Manager's office

~~19.~~20. Serve as the designated contact person to receive questions, comments and complaints related to employee PHI, health privacy practices and procedures, or violations of any applicable state or federal law or regulation

~~20.~~21. Provide for training and development of City personnel

~~21.~~22. Coordinate and assist departments in the regular evaluation of job performance

~~22.~~23. Review, maintain, and assist department directors with development and revision of employee job descriptions

24. Entry of employee data in ~~payroll and HR~~HRIS system

~~23.~~25. Perform salary and benefits surveys and studies; analyze date and provide related recommendations to the City Manager's office

~~24. Coordinates the purchase of supplies, materials, equipment, and non-personal services and repairs within established federal, state, and city guidelines~~

~~25. Facilitate cooperative purchasing agreements and execution of interlocal agreements with other governing agencies~~

~~26. Coordinate and assist with the preparation of bid specifications and conditions and recommend proper procurement methods for purchases, equipment, and services. Recommend award of contracts to vendors which includes rates and conditions most favorable to the best interest and value of the City~~

~~27. Review and process requisitions and issue purchase orders~~

~~28. Maintain purchasing procedures for items not subject to competitive bidding~~

~~29. Oversee administrative tasks related to grant reporting and program implementation in a way that meets accepted standards, as well as the requirements of the funding source~~

~~30. Maintain accurate records of grants, payments, and records for all grant related activities~~

~~31. Assist in reporting, compliance, and audit requirements associated with grant awards~~

~~32.~~26. Assist the public, by telephone or in person, with questions requiring knowledge of City policies and procedures

~~33.~~27. Perform other duties as assigned

~~34.~~28. This position is considered essential during a natural or manmade disaster and/or a catastrophic event. This position may be required to provide services or perform duties for the benefit of the public and continuity of City operations. These may include services or duties different from those performed in the usual course and scope of this position

Physical Demands and Working Environment

HR~~/Purchasing Coordinator~~ Administrator

Department: ~~Finance~~ Human Resources	Hourly Rate Range: $28.00-$39.20
Reports To: ~~Finance/HR Director~~City Manager	FLSA: Exempt

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

- Work is performed primarily in an office environment; however, offsite events include grand openings, groundbreakings, and active construction sites, which may be subject to weather. While performing duties of this job, the employee must be able to remain in a stationary position 50% of the time. The employee is occasionally required to stand; reach; climb or balance; stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 25 pounds. This position requires constant operation and use of computer, phone, and other office equipment. May be subject to repetitive motion, such as typing, and vision to monitor. Employee must be able to function and communicate clearly with departments, the public, and attend various functions and meetings at other sites either within or outside the city. Specific vision abilities required by this job include close vision and the ability to adjust focus. The noise level in the work environment is usually quiet. This position requires regular and reliable physical attendance at the assigned work location to perform the essential functions of the job. This position may also require physical attendance at public meetings, such as City Council meetings, board meetings, community events, or other functions, as directed by the Department Head and/or City Manager. All employees are expected to maintain a professional presence and remain responsive and accessible during assigned working hours, as well as during on-call designation times

Minimum Qualifications & Requirements:

- Work requires possession of a high school diploma or GED equivalent
- Bachelor's Degree in Business Administration, Public Administration, Organizational Behavior or a related field preferred
- Two (2) year municipal support experience
- Or equivalent combination of education, experience, and the following:

Knowledge/Skills/Abilities

- Knowledge of research, analysis, interpretation and report development of complex administrative issues including legal, financial and survey data
- Ability to make independent judgments to address and solve issues
- Effective business communication skills utilizing correct English including spelling, grammar, and punctuation
- Proficiency in the use of computers and related equipment, hardware and software
- Skill in effective oral and written communications
- Skill in researching, analyzing and preparing reports/recommendations for public officials
- Skill in prioritizing, tracking, and managing multiple projects, assignments and duties
- Ability to maintain confidentiality regarding city and personnel matters
- Knowledge of federal and state employment and labor laws, EEOC guidelines on employee selection procedures, American with Disabilities (ADA) employment guidelines; and other personnel law practices
- ~~Acquire and maintain knowledge of local, state, and federal guidelines, regulations for procurement of supplies and materials in municipal government~~
- ~~Acquire and maintain knowledge relating to federal and state laws, as well as FEMA reimbursement requirements and processes~~

HR~~/Purchasing Coordinator~~ Administrator

Department: ~~Finance~~ Human Resources	Hourly Rate Range: $28.00-$39.20
Reports To: ~~Finance/HR Director~~City Manager	FLSA: Exempt

- Organized, thorough, and disciplined with a focus on maintaining optimal integrity in support of human resources initiatives
- Ability to understand, interpret, and apply City of Sealy policies, values and state/federal employment laws
- Ability to establish and maintain effective working relationships with city employees, other governmental agencies, members of the business community, and the public
- Ability to perform all the physical requirements of the position with or without an accommodation

Licenses, Certificates, or Other Requirements

- Notary Public in State of Texas, or ability to obtain within one year of hire
- SHRM or IPMA-HR certification, or ability to obtain within two years of hire
- ~~Certified Processional Public Buyer (CPPB), or ability to work towards obtaining certification within reasonable timeframe~~
- Valid Texas Class "C" Driver's License
- Must have the ability to pass a pre-employment drug screen, criminal background, and MVR check

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

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

_____ _____

Printed Name Signature

_____

Date

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

Job Description

Administrative Assistant I-III (CSR & Backup)

Department: Finance	Hourly Rate Range: $18.00-$28.84
Reports To: Admin. Svcs. Manager & Director of Finance	FLSA: Non-Exempt

Job Summary:

- Under the general supervision of the Administrative Services Manager and Director of Finance
- This position is responsible for a variety of tasks, provides directory and assistance for all visitors, answers telephones, emails, and general customer service inquiries. Maintains and updates databases, records, and files. This position is highly visible to the public and must be able to use effective problem-solving skills, especially during ~~conflictive~~ difficult or confrontational situations
- Responsible for establishing utility accounts, accepting payments, and assisting customers with utility and City related questions
- Perform related work as required

Essential Duties and Responsibilities:

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

1. Provide general customer service functions which may include answering telephone calls, and emails, greeting visitors, and assisting individuals at the counter
2. Monitor front lobby and is active in presenting an organized, comfortable, safe and welcoming environment, responsible for reporting maintenance concerns
3. Serve as backup position for performing utility billing functions, including, but not limited to, maintaining billing schedules and all phases of preparing monthly utility billings; maintaining penalty schedules on past due accounts and generating monthly delinquent statements; preparing monthly cut-off listing and ensuring receipt of payments on delinquent accounts; maintaining hardship agreements
4. Perform account maintenance to meters, update utility service requests, and record meter documentation submitted by other departments
5. Provide timely and accurate analysis of accounts to discover potential problems
6. Respond to customer inquiries and complaints regarding billing procedures, payment arrangements, high bills, meter readings, consumption usage, rate charges, etc.
7. Review utility service orders within the City
8. Receive and prepare receipts for monies collected
9. Balance cash drawer and prepare report for daily bank deposits
10. Act as liaison between the City and its customers. Provide information to customers regarding utility billing statements. Obtain information from customers regarding payments and related issues. Resolve~~s~~ customer problems and/or researche~~s~~ questions
11. Generate and assist in the preparation of monthly, quarterly, and year-end financial, summary, and technical reports as directed

~~Revised 7/15/2025~~Approved by CC

Administrative Assistant I-III (CSR & Backup)

Department: Finance	Hourly Rate Range: $18.00-$28.84
Reports To: Admin. Svcs. Manager & Director of Finance	FLSA: Non-Exempt

12. Enter, retrieve, and maintain data from a variety of sources including databases, accounting software, and spreadsheets; compiles and verifies data for accuracy and completeness; input corrections and updates; and generate reports as scheduled and/or requested
13. Maintain knowledge of financial, record-keeping principles, practices, and terminology; basic governmental accounting principles; and City-used automated information systems. Maintain knowledge of City policies and accounting procedures
14. Assist management with special projects as assigned
15. Attend and participate in seminars; stay abreast of new trends and developments in the fields of governmental accounting, utilities, office automation, and technology
16. Perform other duties as assigned
17. Provide services to the general public when emergency conditions warrant it, either in preparation for, or as a reaction to, one or more disastrous events such as: a civil disturbance, hurricane, tornado, earthquake, flood, ice storm, fire, chemical accident including a hazardous material spill, possible public exposure to hazardous conditions, or other disasters which threaten the safety of the citizens. These may include services or duties different from those performed in the usual course and scope of this position

Physical Demands and Working Environment

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

- While performing duties of this job, the employee must be able to remain in a stationary position 50% of the time. Work is performed in an office setting or at a workstation. The position requires occasional standing, walking, bending, and lifting/carrying work-related items weighing under 25 pounds, such as papers, ledgers, books, and office supplies. While performing the duties of this position, the employee is required to perform data entry and other computer functions for extended periods of time. Subject to repetitive motion, such as typing, data entry, and vision to monitor. Detailed and accurate data entry is required. Work involves everyday risks or discomforts which require normal safety precautions when operating equipment and performing job duties. This position requires regular and reliable physical attendance at the assigned work location to perform the essential functions of the job. This position may also require physical attendance at public meetings, such as City Council meetings, board meetings, community events, or other functions, as directed by the Department Head and/or City Manager. All employees are expected to maintain a professional presence and remain responsive and accessible during assigned working hours, as well as during on-call designation times

Minimum Qualifications

Education, Training, and Experience Guidelines:

- High School Diploma, or GED equivalent
- Two (2) years of customer service experience
- Three (3) years of responsible accounting experience, including accounting, financial or statistical record keeping, cashiering, accounts receivable, accounts payable, and payroll
- Or any equivalent combination of education and/or experience, and the following

Administrative Assistant I-III (CSR & Backup)

Department: Finance	Hourly Rate Range: $18.00-$28.84
Reports To: Admin. Svcs. Manager & Director of Finance	FLSA: Non-Exempt

Knowledge/Skills/Abilities:

- Ability to interpret and understand the city policies and procedures
- Knowledge of customer service, cashiering, and general office~~s~~ practices and procedures
- Communicate effectively written and orally
- Ability to ensure work is accurate and precise
- Use computers, related equipment, and software of related assignment
- Knowledge of public agency finance and accounting functions including utilities
- Exercise judgement, confidentiality, professionalism, dependability, flexibility, cooperation, integrity, and strong ethics at all times
- Ability to organize own work, set priorities, multi-task, and meet deadlines
- Ability to work with constant interruption
- Ability to establish and maintain cooperative working relationships with those contacted in the course of work
- Bilingual in English/Spanish preferred
- Ability to perform all the physical requirements of the position with or without an accommodation

License, Certifications, and Other Requirements:

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

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

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

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Printed Name Signature

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Date

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

Administrative Assistant I-III (CSR & Backup)

Department: Finance	Hourly Rate Range: $18.00-$28.84
Reports To: Admin. Svcs. Manager & Director of Finance	FLSA: Non-Exempt

 ~~Revised 7/15/2025~~ Approved by CC !

Job Description

Administrative Assistant I-III (Utility Billing)

Department: Finance	Hourly Rate Range: $18.00-$28.84
Reports To: Admin. Svcs. Manager & Director of Finance	FLSA: Non-Exempt

Job Summary:

- Under the general supervision of the Administrative Services Manager and Director of Finance
- This position will analyze, maintain, research, and oversee utility meters and billing accounts. Provides telephone, email and direct customer service information related to area of assignment. Maintains and updates databases, records, and files. Prepares department, division, or section reports, spreadsheets, and updates records and files. Performs complex analysis of utility billing accounts. This position is highly visible to the public and must be able to use effective problem-solving skills, especially during ~~conflictive~~ difficult or confrontational situations
- Responsible for establishing utility accounts, accepting payments, and assisting customers with utility and City related questions
- Perform related work as required

Essential Duties and Responsibilities:

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

1. Serve as primary position for performing utility billing functions, including, but not limited to, maintaining billing schedules and all phases of preparing monthly utility billings; maintaining penalty schedules on past due accounts and generating monthly delinquent statements; preparing monthly cut-off listing and ensuring receipt of payments on delinquent accounts; maintaining hardship agreements
2. Maintain, oversee, and monitor utility records relating to meters, meter readings and utility service requests
3. Perform complex analysis of utility billing accounts, consumption reports, financial data, economic indicators and generate division reports
4. Perform account maintenance to meters, update utility service requests, and record meter documentation submitted by other departments
5. Provide timely and accurate analysis of accounts to discover potential problems
6. Research and make recommendations regarding billing, procedures, documentation, fees, or other issues as they arise
7. Respond to customer inquiries and complaints regarding billing procedures, payment arrangements, high bills, meter readings, consumption usage, rate charges, etc.
8. Review utility service orders within the City
9. Receive and prepare receipts for monies collected
10. Balance cash drawer and prepares report for daily bank deposits
11. Act as liaison between the City and its customers. Provide information to customers regarding utility billing statements. Obtain information from customers regarding payments and related issues. Resolves customer problems and/or researches questions
12. Generate and assist in the preparation of monthly, quarterly, and year-end financial, summary, and technical reports as directed

~~Revised 07/15/2025~~Approved by CC

Administrative Assistant I-III (Utility Billing)

Department: Finance	Hourly Rate Range: $18.00-$28.84
Reports To: Admin. Svcs. Manager & Director of Finance	FLSA: Non-Exempt

13. Enter, retrieve, and maintain data from a variety of sources including databases, accounting software, and spreadsheets; compiles and verifies data for accuracy and completeness; input corrections and updates; and generate reports as scheduled and/or requested
14. Provide general customer service functions which may include answering telephone calls, and emails, greeting visitors, and assisting individuals at the counter
15. Maintain knowledge of financial, record-keeping principles, practices, and terminology; basic governmental accounting principles; and City-used automated information systems. Maintain knowledge of City policies and accounting procedures
16. Assist management with special projects as assigned
17. Attend and participate in seminars; stay abreast of new trends and developments in the fields of governmental accounting, utilities, office automation, and technology
18. Perform other duties as assigned
~~18.~~19. Provide services to the general public when emergency conditions warrant it, either in preparation for, or as a reaction to, one or more disastrous events such as: a civil disturbance, hurricane, tornado, earthquake, flood, ice storm, fire, chemical accident including a hazardous material spill, possible public exposure to hazardous conditions, or other disasters which threaten the safety of the citizens. These may include services or duties different from those performed in the usual course and scope of this position

Physical Demands and Working Environment

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

- While performing duties of this job, the employee must be able to remain in a stationary position 50% of the time. Work is performed in an office setting or at a workstation. The position requires occasional standing, walking, bending, and lifting/carrying work-related items weighing under 25 pounds, such as papers, ledgers, books, and office supplies. While performing the duties of this position, the employee is required to perform data entry and other computer functions for extended periods of time. Subject to repetitive motion, such as typing, data entry, and vision to monitor. Detailed and accurate data entry is required. Work involves everyday risks or discomforts which require normal safety precautions when operating equipment and performing job duties. This position requires regular and reliable physical attendance at the assigned work location to perform the essential functions of the job. This position may also require physical attendance at public meetings, such as City Council meetings, board meetings, community events, or other functions, as directed by the Department Head and/or City Manager. All employees are expected to maintain a professional presence and remain responsive and accessible during assigned working hours, as well as during on-call designation times.

Minimum Qualifications

Education, Training, and Experience Guidelines:

- Associates Degree in Business Administration, Accounting, or Finance or related field
- Two (2) years of customer service experience
- Three (3) years of responsible accounting experience, including accounting, financial or statistical record keeping, cashiering, accounts receivable, accounts payable, and payroll

Administrative Assistant I-III (Utility Billing)

Department: Finance	Hourly Rate Range: $18.00-$28.84
Reports To: Admin. Svcs. Manager & Director of Finance	FLSA: Non-Exempt

- Or any equivalent combination of education and/or experience, and the following

Knowledge/Skills/Abilities:

- Ability to interpret and understand the city policies and procedures
- Knowledge of customer service, cashiering, and general office~~s~~ practices and procedures
- Knowledge of meters and meter maintenance techniques
- Knowledge of posting, reconciling, and analyzing data
- Knowledge of utility billing practices
- Knowledge of Incode software
- Knowledge of public agency finance and accounting functions including utilities
- Ability to resolve problems or situations requiring the exercise of good judgement
- Ability to organize own work, set priorities, multi-task, and meet deadlines
- Ability to work with constant interruption
- Ability to establish and maintain cooperative working relationships with those contacted in the course of work
- Bilingual in English/Spanish preferred
- Ability to perform all the physical requirements of the position with or without an accommodation

License, Certifications, and Other Requirements:

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

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

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

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Printed Name Signature

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Date

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

Administrative Assistant I-III (Utility Billing)

Department: Finance	Hourly Rate Range: $18.00-$28.84
Reports To: Admin. Svcs. Manager & Director of Finance	FLSA: Non-Exempt

~~Revised 07/15/2025~~ Approved by CC

Job Description

Administrative Assistant IV (AP/AR/PAYROLL)

Department: Finance	Hourly Rate Range: $22.04-$30.85
Reports To: Admin. Svcs. Manager & Director of Finance	FLSA: Non-Exempt

Job Summary:

- Under the general supervision of the Administrative Services Manager and Director of Finance
- Performs routine functions in the preparation, maintenance, and processing of accounting records and transactions. Technical work may be done in the areas of payroll, accounts payable, accounts receivable, cash receipts, and general ledger, in addition to performing a wide variety of record keeping, reconciliation, and account support activities
- Responsible for establishing utility accounts, accepting payments, and assisting customers with utility and City related questions
- Perform related work as required

Essential Duties and Responsibilities:

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

1. Perform accounts payable functions, including researching and matching vendor invoices, purchase orders, or any other applicable documents for payment
2. Process invoices and verify proper authorization and signatures. Remit payments and produce check registers in accordance with established procedures and prompt payment laws of the State of Texas
3. Perform accounts receivable functions, including reconciling revenues and generating invoices for vendors, individuals, and other agencies
4. Provide information to city employees regarding accounts receivable/payable billing. May collect and process fees and charges, and issue receipts
5. Act as liaison between the City and its vendors. Obtain information from vendors regarding statements and invoices. Provide information to vendors regarding payments and related issues. Resolve vendor problems and/or research questions
6. ~~Receive, review, verify, calculate, maintain, and process time keeping documents to prepare and process payroll for all city employees. Audit such documents for completeness, accuracy, and compliance with rules and regulations; prepare and balance payroll reports and records~~ Receive, review, verify, and process payroll records and timekeeping information; prepare and administer payroll for all City employees; maintain payroll records; process employee deductions, retirement contributions, benefits, and wage garnishments; and complete required payroll tax filings, quarterly reports, and year-end reporting, including Forms W-2, in compliance with applicable laws, regulations, and City policies
7. ~~6.~~ Administer payroll processing and related compliance activities, including payroll tax reporting, employee deductions, retirement contributions, wage garnishments, year-end tax reporting, and other payroll-related filings in accordance with applicable federal, state, and local laws, regulations, and City policies
8. ~~7.~~ Generate and assist in the preparation of monthly, quarterly, and year-end financial, summary, and technical reports as directed

~~Revised 07/15/2025~~ Approved by CC

Administrative Assistant IV (AP/AR/PAYROLL)

Department: Finance	Hourly Rate Range: $22.04-$30.85
Reports To: Admin. Svcs. Manager & Director of Finance	FLSA: Non-Exempt

~~8.~~9. Enter, retrieve, and maintain data from a variety of sources including databases, accounting software, and spreadsheets; compile and verify data for accuracy and completeness; input corrections and updates; and generate reports as scheduled and/or requested

~~9.~~10. Maintain knowledge of financial, record-keeping principles, practices, and terminology; basic governmental accounting principles; and City-used automated information systems. Maintain knowledge of City policies and accounting procedures

~~10.~~11. Serve as backup for performing utility billing functions, including, but not limited to, maintaining billing schedules and all phases of preparing monthly utility billings; maintaining penalty schedules on past due accounts and generating monthly delinquent statements; preparing monthly cut-off listing and ensuring receipt of payments on delinquent accounts; maintaining hardship agreements

~~11.~~12. Assist management with special projects as assigned

~~12.~~13. Attend and participate in seminars; stay abreast of new trends and developments in the fields of governmental accounting, payroll, reporting, office automation, and technology

14. Perform other duties as assigned

~~13.~~**15.** Provide services to the general public when emergency conditions warrant it, either in preparation for, or as a reaction to, one or more disastrous events such as: a civil disturbance, hurricane, tornado, earthquake, flood, ice storm, fire, chemical accident including a hazardous material spill, possible public exposure to hazardous conditions, or other disasters which threaten the safety of the citizens. These may include services or duties different from those performed in the usual course and scope of this position

Physical Demands and Working Environment

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

- While performing duties of this job, the employee must be able to remain in a stationary position 50% of the time. Work is performed in an office setting or at a workstation. The position requires occasional standing, walking, bending, and lifting/carrying work-related items weighing under 25 pounds, such as papers, ledgers, books, and office supplies. While performing the duties of this position, the employee is required to perform data entry and other computer functions for extended periods of time. Subject to repetitive motion, such as typing, data entry, and vision to monitor. Detailed and accurate data entry is required. Work involves everyday risks or discomforts which require normal safety precautions when operating equipment and performing job duties. This position requires regular and reliable physical attendance at the assigned work location to perform the essential functions of the job. This position may also require physical attendance at public meetings, such as City Council meetings, board meetings, community events, or other functions, as directed by the Department Head and/or City Manager. All employees are expected to maintain a professional presence and remain responsive and accessible during assigned working hours, as well as during on-call designation times

Minimum Qualifications

Education, Training, and Experience Guidelines:

- Associates Degree in Business Administration, Accounting, or Finance or related field

Administrative Assistant IV (AP/AR/PAYROLL)

Department: Finance	Hourly Rate Range: $22.04-$30.85
Reports To: Admin. Svcs. Manager & Director of Finance	FLSA: Non-Exempt

- Three (3) years of responsible accounting experience, including accounting, financial or statistical record keeping, cashiering, accounts receivable, accounts payable, and payroll
- Or any equivalent combination of education and/or experience, and the following

Knowledge/Skills/Abilities:

- Ability to interpret and understand the city policies and procedures
- Knowledge of public agency finance and accounting functions including payroll, accounts payable, and accounts receivable
- Ability to resolve problems or situations requiring the exercise of good judgement
- Ability to organize own work, set priorities, multi-task, and meet deadlines
- Ability to work with constant interruption
- Ability to establish and maintain cooperative working relationships with those contacted in the course of work
- Ability to perform all the physical requirements of the position with or without an accommodation

License, Certifications, and Other Requirements:

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

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

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

_____ _____

Printed Name Signature

_____

Date

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

Administrative Assistant IV (AP/AR/PAYROLL)

Department: Finance	Hourly Rate Range: $22.04-$30.85
Reports To: Admin. Svcs. Manager & Director of Finance	FLSA: Non-Exempt

 ~~Revised 07/15/2025~~ Approved by CC

Job Description

Administrative Services Manager

Department: Finance	Hourly Rate Range: $28.00-$39.20
Reports To: Director of Finance	FLSA: Exempt

Job Summary:

- Under the general administrative direction of the Director of Finance
- Supervises, assigns, reviews, and participates in the work of staff responsible for activities and functions within the Finance Department
- Performs monthly, quarterly, and annual finance and accounting tasks
- Performs a variety of other technical tasks relative to the Finance Department

Essential Duties and Responsibilities:

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

1. Perform professional accounting functions in compliance with general accepted accounting practices
2. Prepare journal entries
3. Post data to various ledgers, registers, journals, and logs according to established accounting standards and procedures
4. Analyze and interpret accounting transactions, resolve accounting issues and discrepancies, and perform general ledger maintenance
5. Assist with accounting operations, including preparation and development of the City's annual financial report, and annual audit process
6. Assist with budget operations; including preparation and development of the City's annual operating and capital improvement projects budgets, short and long-term financial forecasts, and provide support to other City departments in development and execution of budgets
7. Maintain, audit, correct, and receive all departmental daily cash reports, prepare, and process daily bank deposits
8. Maintain and/or reviews the reconciliation of the City's utility customer deposit accounts and bank and investment statements with City records; transmit positive pay files to the bank
9. Responsible for PID and TIRZ administration
10. Responsible for reporting of Unclaimed Property in accordance with Texas state law
11. Oversee the daily operation of utility billing services, review and monitor staff duties and interaction with customers
12. Supervise, coordinate, train, and evaluate job assignments and support technical development of subordinate staff members
13. Research, recommend, and assist in the selection and implementation of custom computer programs, systems, and technologies for more efficient and effective operations; use various computer software and programs to analyze, manipulate, store, and retrieve a variety of data
14. Handle difficult customer contacts involving account disputes, collections, water turn-offs etc., explaining the City's policies and procedures regarding the aspects of meter installation, testing, water billing, and payment collection; receive and investigate complaints/disputes and recommend corrective action, as necessary to resolve

~~Revised 07/15/2025~~Approved by CC

Administrative Services Manager

Department: Finance	Hourly Rate Range: $28.00-$39.20
Reports To: Director of Finance	FLSA: Exempt

complaints/disputes; Direct and interpret the research and analysis of customers' problems and inquiries; Compile reports and maintain records of services rendered

15. Manage and assist in contracts with several third-party providers to include, but not limited to, meters, meter testing related to utility services, credit card processing companies, and software vendors
16. Provide information regarding account balances, deposits, new service connection, service disconnection, and other utility matters; Maintain and audit utility account service requests, billing statements, and related reports; Input and maintain account adjustments and miscellaneous charges
17. Coordinate the purchase of supplies, materials, equipment and non-personal services and repairs within established federal, state, and City guidelines
18. Coordinate the Purchasing Card (P-Card) Program, review, and audit purchases by all employees to ensure compliance with the purchasing policy. Provide training for staff
19. Complete monthly P-Card processing, reconciliation, and posting
20. Review and process requisitions and issues purchase orders
21. Maintain purchasing procedures for items not subject to competitive bidding
22. Assist the Director of Finance with managing Finance Department operations, staff and the timely and accurate analysis and reporting of financial as well as technical information.
23. Serve as backup for performing utility billing functions, including, but not limited to, maintaining billing schedules and all phases of preparing monthly utility billings; maintaining penalty schedules on past due accounts and generating monthly delinquent statements; preparing monthly cut-off listing and ensuring receipt of payments on delinquent accounts; maintaining hardship agreements
24. Serve as backup for performing accounts payable functions, including, but not limited to, researching and matching vendor invoices, purchase orders, or any other applicable documents for payment; processing invoices and verifying proper authorization; remitting payment and producing check registers in accordance with established procedures and prompt payment laws of the State of Texas
25. Serve as backup for performing accounts receivable functions, including, but not limited to, reconciling revenues and generating invoices for customers, individuals, and other agencies; processing and posting revenues/payments, completing cash receipts, and entering data
26. Serve as backup for payroll processing including, but not limited to, receiving, reviewing, verifying, calculating, maintaining, and processing time keeping documents to prepare and process payroll for all city employees, Auditing such documents for completeness, accuracy, and compliance with rules and regulations; preparing and balancing payroll reports and records
27. Assist administrative staff with receiving and processing utility billing payments; participate in receiving, reconciling, and depositing funds
28. Maintain knowledge of financial, record-keeping principles, practices, and terminology; basic governmental accounting principles; and City-used automated information systems
29. Maintain knowledge of City policies and accounting procedures
30. Assist management with special projects as assigned
31. Assist with organizing and directing Finance Department activities and provides professional-level support to the Director of Finance in a variety of areas including, but not limited to, cash management, investments, bond issuances, fiscal studies, City Council agenda items, and other financial reports

 ~~Revised 07/15/2025~~ Approved by CC

Administrative Services Manager

Department: Finance	Hourly Rate Range: $28.00-$39.20
Reports To: Director of Finance	FLSA: Exempt

32. Plan, prioritize, assign, supervise and review the work of assigned department staff; participate in the selection of department staff; provide and coordinate staff training; work with employees to correct deficiencies; implement discipline procedures; provide timely, accurate and thorough performance reviews for supervised employees
33. Assist in the administration of the Hotel Occupancy Tax Fund Program
34. Assist in the development and implementation of financial policies and procedures
35. Attend and participate in seminars; stay abreast of new trends and developments in the fields of governmental accounting, grant administration, accounting, reporting, office automation, and technology
36. Perform other duties as assigned
~~36.~~**37.** Provide services to the general public when emergency conditions warrant it, either in preparation for, or as a reaction to, one or more disastrous events such as: a civil disturbance, hurricane, tornado, earthquake, flood, ice storm, fire, chemical accident including a hazardous material spill, possible public exposure to hazardous conditions, or other disasters which threaten the safety of the citizens. These may include services or duties different from those performed in the usual course and scope of this position

Physical Demands and Working Environment

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

- Work is performed in an office environment. While performing duties of this job, the employee must be able to remain in a stationary position 50% of the time. The employee is occasionally required to stand, reach; climb or balance; stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 20 pounds. This position requires constant operation and use of computer, phone, and other office equipment. May be subject to repetitive motion, such as typing, data entry, and vision to monitor. This position requires regular and reliable physical attendance at the assigned work location to perform the essential functions of the job. This position may also require physical attendance at public meetings, such as City Council meetings, board meetings, community events, or other functions, as directed by the Department Head and/or City Manager. All employees are expected to maintain a professional presence and remain responsive and accessible during assigned working hours, as well as during on-call designation times

Minimum Qualifications

Education, Training, and Experience Guidelines:

- Associates Degree in Business Administration, Accounting, or Finance or related field
- Three (3) years of responsible accounting experience, including accounting, financial or statistical record keeping, cashiering, accounts receivable, accounts payable, and payroll
- Three (3) years of experience in municipal/government utility billing, collection, customer service, accounting, auditing or related functions and operations which includes at least one (1) year of experience in a supervisory or "team lead" capacity
- Or any equivalent combination of education and/or experience

Knowledge/Skills/Abilities:

- Ability to interpret and understand the city policies and procedures

Administrative Services Manager

Department: Finance	Hourly Rate Range: $28.00-$39.20
Reports To: Director of Finance	FLSA: Exempt

- Knowledge of federal, state, and local laws
- Knowledge of financial accounting and reporting concepts and preferred business practices
- Ability to resolve problems or situations requiring the exercise of good judgement
- Ability to organize own work, set priorities, multi-task, and meet deadlines
- Knowledge of office electronic equipment, and computer hardware and software
- Ability to use logic and reasoning to analyze, understand, and evaluation complex situations
- Ability to perform all the physical requirements of the position with or without an accommodation

License, Certifications, and Other Requirements:

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

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

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

_____ _____

Printed Name Signature

_____

Date

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

~~Revised 07/15/2025~~ Approved by CC

Job Description

Chief of Police

Department: Police	Hourly Rate Range: $49.94-$62.42
Reports To: ~~Assistant~~ City Manager	FLSA: Exempt

Job Summary:

- Under the administrative direction of the City Manager, with latitude for the exercise of independent judgement and actions, and is reviewed through conferences, reports, and evaluations of results obtained
- Directs and coordinates activities of the Municipal Police Department in accordance with authority delegated by City ordinance. Work involves responsibility for assuming that quality police services are delivered in a safe, effective, and timely manner. Supervision is exercised, either directly or through subordinate supervisors, over a moderate size staff of police and civilian employees

Essential Duties and Responsibilities:

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

1. Assume full management responsibility for all public safety services and activities involving police services; recommend and administer policies and procedures
2. Responsible for operations of Animal Control Department and kennel facility
3. Assist with code enforcement activities such as junk vehicle ordinance enforcement
4. Uphold the law and local ordinances to the best of his or her ability
5. Plan, direct, coordinate, and control complex operations involving multiple subordinate supervisors and their work groups; Plan schedules and organize the personnel and resources for the various shift and assign staff to assure effective shift coverage; assure staff is provided the necessary equipment, supplies, and resources required to perform their assigned duties and responsibilities
6. Answer questions and provide information to officers on duty
7. Assure that officers are informed of, and/or provided copies of policies and procedures, held accountable for their compliance and disciplined for infractions in accordance with departmental policy
8. Plan, organize and direct all police programs, activities, and functions; monitor and evaluate the effectiveness of programs, activities, and functions for adherence to quality and efficiency standards; make changes as necessary
9. Direct and manage the development and implementation of the public safety goals, objectives, policies and priorities for each assigned service and operational area; oversee the development and implementation of policies and plans related to departmental services and operations
10. Establish, within City policy, appropriate service and staffing levels; monitor and evaluate the efficiency and effectiveness of methods and procedures; allocate resources accordingly
11. Plan, direct, and coordinate through subordinate level management staff, the public safety services work plan; assign projects and programmatic areas of responsibility; review and evaluate work methods and procedures; meet with key staff to identify and resolve problems
12. Assess and monitor workload, administrative and support systems and internal reporting relationships; identify opportunities for improvement; direct and implement change

Chief of Police

Department: Police	Hourly Rate Range: $49.94-$62.42
Reports To: ~~Assistant~~ City Manager	FLSA: Exempt

13. Represent the public safety services to other departments, elected officials, and outside agencies; coordinate assigned activities with other departments and outside agencies and organizations; Interact effectively and professionally with other departments and outside agencies and organizations
14. Recruit personnel; conduct interviews and assessments of applicants; prepare, administer, and process testing of police officer applicants and internal promotional candidates
15. Select, train, motivate and evaluate assigned personnel; provide or coordinate employee training; Coordinate internal investigation of members of department for alleged wrong doing; work with subordinate employees to correct deficiencies; implement discipline and termination procedures for infractions of rules or inefficiency
16. Attend special meetings of civic groups and other organizations to inform public of goals and operation of department; Explain, justify and defend department programs, policies and activities; negotiate and resolve sensitive and controversial issues
17. Formulate significant policies related to the departments' services and activities; prepare and present staff reports and other necessary correspondence
18. Review significant reports, plans and documents drafted by staff members; direct the writing of new rules and regulations and/or proposals for new programs or projects
19. Develop short-term and long-term plans, goals, and objectives; provide authority and leadership necessary to achieve planned goals and objectives; develop, implement, and interpret departmental rules, regulations, policies, and Standard Operating Procedures (SOP's); draft municipal ordinance revisions to modify or replace outdated legislation
20. Conduct research; develop and implement programming in response to community needs; initiate proactive programming to promote an enhanced level of safety and security among the residents and business community members
~~20.~~21. Prepare the requested departmental budget, including fleet management, software and equipment needs; and capital replacement plan for presentation to City Manager, City Council, and upon approval, administration of same.
~~21.~~22. Oversee and participate in the development and administration of the public safety services' and animal control budgets, including general revenues and grants; approve the forecast of funds needed for staffing, equipment, materials and supplies; oversee the purchasing of vehicles, equipment, materials, and supplies; monitor expenditures; approve expenditures and implement budgetary adjustments as appropriate and necessary; has the responsibility for the fiscal management of the public safety departments; supervise and assist in the preparation of a variety of regular and special police reports
~~22.~~23. Prepare requests for government agency to obtain funds for special operations or for purchasing equipment for department
~~23.~~24. Ensure that the fees established by the Master Fee Schedule, that are applicable to director's department, are properly billed for and collected
~~24.~~25. Confer with and/or communicate with officials and representatives from local, state, and federal organizations and agencies; attend and participate in public functions and events to promote department programs and establish favorable public relations
~~25.~~26. Respond to, and resolve difficult and sensitive citizen inquiries and complaints; attend governmental and public meetings to define activities and functions of public safety services
~~26.~~27. Prepare and review reports to the City Manager, news media, other City of Sealy departments, and other law enforcement agencies; Communicate effectively with the media, citizens, and employees, both verbally and in writing
~~27.~~28. Review and verify changes in Legislative Updates to ensure compliance with State and local laws, codes and regulations; Provide technical guidance and make recommendations for compliance changes to City Manager

Chief of Police

Department: Police	Hourly Rate Range: $49.94-$62.42
Reports To: ~~Assistant~~ City Manager	FLSA: Exempt

~~28.~~29. Consistent with the policy of City Council and instruction from the City Manager, maintains open communications with local media

~~29.~~30. Serve as Emergency Management Coordinator and Public Information Officer (PIO) for emergencies and disasters at the will of the Mayor

~~30.~~31. Respond to major incidents and emergencies, such as fires and riots, and assume command when and where warranted

~~31.~~32. Attend training and coordinate with Local, County, and State emergency management personnel

~~32.~~33. Manage and oversee defense of litigation affecting police department for State and Federal courts

~~33.~~34. Organize and maintain the CTY Connect/Blackboard reverse 911 communication software and provide timely release of emergency communication in coordination with the Emergency Management Team

~~34.~~35. Understand and implement administrative instructions and orders from office of the City Manager

~~35.~~36. Responsible for website maintenance/management of information in regard to the Police Department

~~36.~~37. Prepare staff reports and/or presentations for Police Department, as required

~~37.~~38. Attend Council meetings as directed by the City Manager

~~38.~~39. Perform other duties as assigned

~~39.~~40. This position is considered essential during a natural or manmade disaster and/or a catastrophic event. This position may be required to provide services or perform duties for the benefit of the public and continuity of City operations. These may include services or duties different from those performed in the usual course and scope of this position

Physical Demands and Working Environment

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

- Work is performed in the municipal police department and field environments. This job requires significant physical strength, agility, dexterity, and hand-eye-foot coordination to perform all essential functions. Duties also require frequent sitting, walking, running, kneeling, squatting, pushing, pulling, twisting, and bending. Work exposes employee to potential hazards such as extreme weather conditions, hazardous driving conditions, hostile environments, hazardous chemicals and fumes, bodily fluids, infectious diseases, or air and water borne pathogens. Employee is subject to excessive audio/visual discrimination and perception when making professional observations, communicating with others, reading, writing, and operating assigned equipment. The employee must reasonably be able to restrain and handle combative individuals according to policy and laws. Must be able to lift and/or move up to 50 pounds and may be required to occasionally lift and/or move 100 pounds or more. This position requires regular and reliable physical attendance at the assigned work location to perform the essential functions of the job. This position may also require physical attendance at public meetings, such as City Council meetings, board meetings, community events, or other functions, as directed by the Department Head and/or City Manager. All employees are expected to maintain a professional presence and remain responsive and accessible during assigned working hours, as well as during on-call designation times

Minimum Qualifications

Education, Training, and Experience Guidelines:

- Bachelor's degree in Criminal Justice or Public Administration preferred

Chief of Police

Department: Police	Hourly Rate Range: $49.94-$62.42
Reports To: ~~Assistant~~ City Manager	FLSA: Exempt

- Minimum of ten (10) years of thorough professional law enforcement experience with at least three (3) years successful administrative and supervisory experience in police services at the municipal or county government level as a police chief or high-ranking officer
- Or any equivalent combination of education and/or experience

Knowledge/Skills/Abilities:

- Ability to communicate clearly, orally and in writing, and make effective oral presentation before groups of various sizes, backgrounds, and ages
- Thorough knowledge of the principles, practices, methods, and techniques of modern police, fire, emergency management services, and a comprehensive public safety program
- Thorough knowledge of the principles and practices of organizational management, supervision, occupational hazards, and applicable safety precautions
- Thorough knowledge of and ability to interpret and apply federal, state, and local laws, regulations and ordinances
- Ability to supervise and evaluate the work of subordinate personnel; Ability to successfully manage public safety organizations, maintain high morale, and assure compliance with state and federal laws and local ordinances and policies
- Ability to define and execute an effective crime prevention program
- Skill in planning, organizing and directing police department programs, activities and functions, and evaluating their effectiveness
- Skill in interpreting, applying, and enforcing laws, rules, regulations, policies and procedures
- Ability to enforce laws firmly, tactfully, and impartially
- Reasonably defuse and handle confrontational and/or hostile individuals with the extent necessary
- Communicate effectively with persons of all ethnic, social, and economic backgrounds
- Ability to stay current regarding laws, technical developments, and legal procedures
- Maintain demonstrate proficiency and skill in the use of firearms and physical defense tactics
- Ability to perform duties acceptably after long hours without sleep during emergency situations
- Must not pose a threat to the health and safety of self or others
- Personal computer skills, use of internet, electronic mail, and police department records software
- Ability to perform all the physical requirements of the position with or without an accommodation

License, Certifications, and Other Requirements:

- Advanced level of TCOLE Certificate; Meet and maintain all regulatory TCOLE requirements
- Successful completion of L.E.M.I.T. Command College
- Valid Texas Class "C" Driver's License and must meet City's driving standards
- Must have the ability to pass a pre-employment drug screen, physical and psychological examination, criminal background, credit and MVR check

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

Chief of Police

Department: Police	Hourly Rate Range: $49.94-$62.42
Reports To: ~~Assistant~~ City Manager	FLSA: Exempt

Printed Name

Signature

Date

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

Job Description

Administrative Assistant – Public Works~~/GIS~~

Department: Public Works	Hourly Rate Range: $22.04-$30.85
Reports To: Director of Public Works	FLSA: Non-Exempt

Job Summary:

- Under the general direction of the Director of Public Works
- Responsible for performing executive secretarial work requiring specialized knowledge of Administrative Management operation and familiarity with basic functions of all Public Works Departments, including Water, Sanitary Sewer, Natural Gas, Streets~~/Parks~~, Drainage, Parks and Recreation, and Facilities
- Develop and maintain databases containing spatial and attribute information for general plan, land use, annexation, master planned communities, subdivisions, etc.
- Coordinates facility rentals and City-wide events, serving as the primary point of contact for customers and event organizers and ensuring effective communication and coordination of related services and logistics.
- Perform related work as directed

Essential Duties and Responsibilities:

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

1. Provide professional level support to Director of Public Works and perform skilled administrative and operational duties; prepare presentations, conduct complex research, program development, data analysis, make effective decisions, and resolve citizen complaints
2. Provide administrative support to Director of Public Works including handling correspondence, scheduling of calendars, organizing meetings, tracking/managing assigned projects and correspondence
3. Respond to requests for information from supervisory staff, employees, or the public, Answer questions related to the Public Work's department activities, programs, policies, and procedures. Conduct follow-up research to retrieve answers and supporting information
4. Assist in preparation and monitoring of budget; compile data, evaluate and maintain budget items and accounts; research budget questions and issues
5. Assist in completion of reports to various regulatory agencies in a timely manner with the assistance of Public Works management staff
6. Perform executive secretarial functions for important phases of City operations requiring considerable discretion, confidentiality, and specialized knowledge
7. Maintain and monitor all CIP, or other planned project plans, schedules, work hours, budgets, and expenditures to keep workflow on track and projects within budget
8. Coordinate project budgets and other financial documents and assist in resolving any internal and external questions or issues
9. Attend project meetings and report important actions and/or decisions regarding project initiatives; to include project changes or improvements
10. Communicate with consultants/vendors to identify and define project requirements, scope, and objectives

Administrative Assistant~~/GIS Technician~~ – Public Works

Department: Public Works	Hourly Rate Range: $22.04-$30.85
Reports To: Director of Public Works	FLSA: Non-Exempt

11. Serve as liaison between department and external suppliers and vendors. Coordinate department activities with suppliers/vendors. Monitor contracts to ensure timely completion and accurate payment schedules
12. Update the City website regarding Public Works related information
13. May assist in employee supervision, training, and performance evaluation
~~14. Perform a variety of analytical studies related to the development and implementation of the GIS system~~
~~15.~~14. Follow standards of GIS data quality and integrity requirements while evaluating, editing, and otherwise processing data
~~16.~~15. Develop, ~~and~~ produce, and publish digital and paper maps for general distribution~~; develop ancillary databases for linkage to spatial features; perform spatial analyses as directed; publishes digital and paper maps for general distribution~~
~~17.~~16. Respond to requests for information from City employees and general public within scope of authority; provide GIS related technical assistance to other departments
~~18.~~17. Research and interpret source records and documents
~~19.~~18. Regularly process, convert, transform, and modify geospatial data
~~20.~~19. Regularly conduct simple geospatial analysis using specialized software and extensions
~~21.~~20. Create, monitor, and maintain one or more simple web mapping applications
~~22.~~21. Communicate effectively and courteously with the public and other City employees
~~23.~~22. Perform all job activities within compliance of budgeted and approved projects
~~24.~~23. Coordinate departmental training & travel arrangements
~~25.~~24. File and retrieve documents, assemble information, enter data, perform calculations
25. Perform other duties and provide assistance to other city departments as required or assigned
26. Coordinate and perform set-up for council and board meetings and reservations city-owned rental facilities; Oversee t set up and take down of equipment and the preparation of venue for activities and events; ensure any requir event/facility insurance is in place prior to event(s) taking place
27. Oversee scheduling of custodial staff or ordering custodial supplies for the routine cleaning of city offices and city-own facilities
28. Perform comprehensive facility and site inspections for city-owned rental facilities and reservable park facilities
~~26.~~29. Market and publicize special events, recreation and leisure services to citizens in accordance with city poli Maintain good public relations and address citizen complaints in a courteous and professional manner
~~27.~~30. This position is considered essential during a natural or manmade disaster and/or a catastrophic event.
~~28.~~31. This position may be required to provide services or perform duties for the benefit of the public and continuity of City operations. These may include services or duties different from those performed in the usual course and scope of this position

Physical Demands and Working Environment

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

- Work is performed in an office environment. While performing duties of this job, the employee must be able to remain in a stationary position 50% of the time. The employee is occasionally required to stand, reach; climb or balance; stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 20 pounds. This

Administrative Assistant~~/GIS Technician~~ – Public Works

Department: Public Works	Hourly Rate Range: $22.04-$30.85
Reports To: Director of Public Works	FLSA: Non-Exempt

position requires constant operation and use of computer, phone, and other office equipment. May be subject to repetitive motion, such as typing, data entry, and vision to monitor. This position requires regular and reliable physical attendance at the assigned work location to perform the essential functions of the job. This position may also require physical attendance at public meetings, such as City Council meetings, board meetings, community events, or other functions, as directed by the Department Head and/or City Manager. All employees are expected to maintain a professional presence and remain responsive and accessible during assigned working hours, as well as during on-call designation times

Minimum Qualifications

Education, Training, and Experience Guidelines:

- High School Diploma or GED Equivalent
- One (1) year general clerical experience in telephone receptionist work including meeting the public, good diction, enunciation, and voice modulation
- One (1) year experience as a GIS Technician, GIS Analyst or similar position
- Or any equivalent combination of education and/or experience

Knowledge/Skills/Abilities:

- Ability to interpret and understand the city policies and procedures
- Knowledge of public relations and customer service practices
- Ability to compose letters and other correspondence on a variety of administrative matters, and prepare and maintain fiscal records
- Use of computers, related equipment, and software required to perform job duties
- Ability to establish and maintain cooperative working relationships with those contacted in the course of work
- Ability to prioritize heavy workload effectively
- Proficiency using editing tools, topology rules, geocoding, and geoprocessing tools
- Demonstrated ability analyzing and evaluating spatial data
- Ability to perform all the physical requirements of the position with or without an accommodation

License, Certifications, and Other Requirements:

- GISP Certification preferred
- Valid Texas Class "C" Driver's License and must meet City's driving standards
- Must have the ability to pass a pre-employment drug screen, physical examination, criminal background, and MVR check

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

Administrative Assistant~~/GIS Technician~~ – Public Works

Department: Public Works	Hourly Rate Range: $22.04-$30.85
Reports To: Director of Public Works	FLSA: Non-Exempt

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

_____ _____

Printed Name Signature

_____

Date

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

Job Description

Utility Worker IV – Streets & Parks

Department: Streets and Parks	Hourly Rate Range: $23.58-$33.01
Reports To: Streets & Parks Superintendent	FLSA: Non-Exempt

Job Summary:

- Under general direction of the Streets & Parks Superintendent
- Leads a small crew and participates in the daily functions, operations and activities of assigned public works functional areas including streets, sidewalks, storm water and drainage systems, street sweeping, traffic signage and striping, parks, and building maintenance and operations
- Participates in all work-related activities as required

Essential Duties and Responsibilities:

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

1. Lead personnel within the Streets & Parks department
2. Serve as a leader in the field by demonstrating exemplary behavior for others to follow
3. Train personnel to skillfully and safely operate hand tools including hand saws, skill saws, drills, drill press, mechanical vibrators, bolt cutters, picks, axes, shovels, air compressors, jackhammers, cutting torch, and various weight hammers
4. Train employees; in the cleaning and maintenance of storm drain systems including inlets and underground piping; in maintenance of streets including curb cleaning, pothole repairs, grass and weed cutting, tree trimming; in the safe operation, maintenance and care of chain saws, chop saws, large trucks, heavy equipment, including but not limited to: motor graders, front end loaders, dump trucks, skid steers, street sweepers, vacuum trucks, trash pumps, and tracked excavation machinery

~~3.~~ Provide regular updates to the Streets and Parks Superintendent on employee training progress, performance, and any additional training needs.

~~4.~~5. Perform semi-skilled to skilled work in municipal parks operations to include weed-eating, cleaning buildings, mower maintenance, trash pick-up, planting landscaping including trees, painting, playground inspections, equipment installation, etc.

~~5.~~6. Maintain and inspect playground and Park equipment regularly and document repairs cleaning, washing, preventive maintenance and servicing of equipment; repair or replace damaged items in park facilities or grounds

~~6.~~7. Participate in all activities involved in the maintenance, diagnostics, repair, and installation of the streets, sidewalks and drainage system infrastructure, as well as any repairs as a result of these actions

~~7.~~8. Participate in preventative maintenance programs for the street and drainage department which include crack sealing, asphalt overlays, tree trimming, street and sidewalk evaluation, drainage and culvert maintenance

~~8.~~9. Repair broken drainage lines with new sections of pipe and new driveway culvert installations

~~9.~~10. Responsible for the safe operation, care, and appearance of assigned vehicles and equipment including washing, servicing, and preventive maintenance checks

~~10.~~11. See that necessary materials, tools and equipment are taken to the work site in an efficient and orderly manner

Utility Worker IV – Streets & Parks

Department: Streets and Parks	Hourly Rate Range: $23.58-$33.01
Reports To: Streets & Parks Superintendent	FLSA: Non-Exempt

~~11.~~12. Communicate courteously with the public and other City employees
~~12.~~13. Serve on a rotating shift that includes holidays and weekends for after hour calls
~~13.~~14. Subject to after-hours call out for emergency situations
~~14.~~15. Perform other duties and provide assistance to other city departments as required or assigned
~~15.~~16. This position is considered essential during a natural or manmade disaster and/or a catastrophic event. This position may be required to provide services or perform duties for the benefit of the public and continuity of City operations. These may include services or duties different from those performed in the usual course and scope of this position

Physical Demands and Working Environment

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

- Work requires sufficient physical strength, agility, dexterity, and hand-eye-foot coordination to perform all essential functions. Hear clearly when working around equipment and in traffic, using proper safety precautions. Duties also require frequent sitting, walking, kneeling, squatting, pushing, pulling, twisting, and bending. Must be able to lift and/or move up to 100 pounds and may be required to occasionally lift and/or move 150 pounds or more. Work also requires employee to climb and work from ladders and supports up to heights of 45 feet. Work is performed primarily outdoors and exposes employee to potential hazards such as extreme weather conditions, dust, noise, and exhaust fumes. Employee is also exposed to potential physical hazards when working off ladders and supports, and to potential chemical hazards when handling and applying chemicals. Work requires the frequent use of safety clothing and equipment and compliance with safety rules and procedures. Work is subject to frequent interruptions. This position requires regular and reliable physical attendance at the assigned work location to perform the essential functions of the job. This position may also require physical attendance at public meetings, such as City Council meetings, board meetings, community events, or other functions, as directed by the Department Head and/or City Manager. All employees are expected to maintain a professional presence and remain responsive and accessible during assigned working hours, as well as during on-call designation times

Minimum Qualifications

Education, Training, and Experience Guidelines:

- High School diploma or GED equivalent
- Four (4) years of experience in the construction, operation, and maintenance of parks and recreation, streets, drainage, and building and equipment maintenance department preferred
- Backhoe/heavy equipment operator experience preferred
- Or any equivalent combination of education and/or experience

Knowledge/Skills/Abilities:

- Ability to interpret and understand the city policies and procedures
- Knowledgeable in the water distribution system, wastewater collection system, gas distribution system and storm drain system line locations
- Comprehensive knowledge of park maintenance and construction.
- Comprehensive knowledge of and proficient in, the use and operation of tools and equipment required in maintenance and repair activities. (Mowers, edger, standard hand tools, operation of light power-driven

Utility Worker IV – Streets & Parks

Department: Streets and Parks	Hourly Rate Range: $23.58-$33.01
Reports To: Streets & Parks Superintendent	FLSA: Non-Exempt

equipment, trucks, and other vehicles. Working knowledge of procedures and techniques used in cleaning, maintenance and repair)
- Knowledge of City geography, streets, landmarks, and facility locations.
- Skill in establishing and maintaining effective working relationships
- Ability to use problem solving skills
- Ability to perform all the physical requirements of the position with or without an accommodation

License, Certifications, and Other Requirements:
- Valid Texas Class "C" Driver's License and must meet City's driving standards
  - CDL preferred
- Must have the ability to pass a pre-employment drug screen, physical examination, criminal background, and MVR check

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

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

_____ _____

Printed Name Signature

_____

Date

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

Job Description

Court Collections Specialist

Department: Municipal Court	Hourly Rate Range: $20.60-$28.84
Reports To: Municipal Court Administrator	FLSA: Non-Exempt

The Municipal Court has jurisdiction over violations of City Charter provisions and City ordinances. Court proceedings are governed by City ordinances, court rules and state statutes. Municipal Court handles all types of traffic and criminal fine-only violations.

Job Summary:

- Under general direction of the Municipal Court Administrator
- Responsible for performing the day-to-day operations of the Municipal Court requiring a specialized knowledge of court operations, policies, and procedures
- Responsible for providing specialized support for the court in the fields including but not limited to compliance, warrant and bond processing, indigents and community service

Essential Duties and Responsibilities:

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

1. Use problem solving skills, creativity, and innovative approaches to identify concerns, present options for courses of actions, identify resources, plan for implementation of desired changes and evaluate success
2. Oversee the work of court collections services, assist in analyzing existing procedures and determine impact of proposed changes and makes recommendations to improve collection processes and customer service
3. Develop and revise tasks for procedures manual, responsible for legal inspection, payment negotiations, request financial information from defendants to determine the amount and frequency of their payments within the judge's standing orders guidelines
4. Maintain an accurate account of pending payment plans and is responsible for verifying, preparing and sending out courtesy calls to collect fines on due dates
5. Maintain an accurate account of delinquent accounts and is responsible for verifying, preparing and sending out past due calls and notices in an effort to collect fines
6. ~~Attend Governmental Collectors Association of Texas (GCAT) Court Collections Conference as budget permits to keep up with processes, technology and any improvements to be implemented into daily court procedures~~
7. ~~7.~~6. Report delinquent cases to collections monthly
8. ~~8.~~7. Process monthly open records requests
9. ~~9.~~8. Perform complicated administrative duties and clerical functions requiring considerable discretion, confidentiality and specialized knowledge of the court, court operations, policies, and procedures
10. ~~10.~~9. Interface courteously and effectively with customers and other City employees in person, on the telephone, and in writing
11. ~~11.~~10. Make effective decisions without constant supervision
12. ~~12.~~11. Prioritize and perform heavy workload effectively, efficiently and accurately
13. ~~13.~~12. Assist defendants, by telephone, in person, via e-mail, fax and mail, with questions requiring specialized knowledge of court policies and procedures

Court Collections Specialist

Department: Municipal Court	Hourly Rate Range: $20.60-$28.84
Reports To: Municipal Court Administrator	FLSA: Non-Exempt

~~14.~~13. Prepare court dockets, jury charges, and cases for court
~~15.~~14. Prepare correspondence with defendants, prosecutor and defense attorneys
~~16.~~15. Assist with preparation of complaints, appeals, case transfers, and judgments
~~17.~~16. Prepare various ~~completed~~ outreach call lists and status reports
~~18.~~17. Process daily citation imports, edit lists, and docket creations~~s~~
~~19.~~18. Mail warrants and juror summons
~~20.~~19. Print and distribute courtesy letters for Police Department
~~21.~~20. Responsible for court window, telephone calls, and insurance verifications
~~22.~~21. Responsible for proper data processing of records management program
~~23.~~22. Responsible for management of Driving Safety Courses ~~and~~, Deferred Disposition, and Youth Diversion programs
~~24.~~23. Responsible for management of collections program, adjudicated cases, payment plans, and warrant recall procedures~~s~~
~~25.~~24. Perform internal collections program policies and procedures
~~26.~~25. Prepare court room for dockets
~~27.~~26. Process mail payments and correspondence by required deadlines
~~28.~~27. Balance cash and prepare daily cash report
~~29.~~28. ~~Order~~ Notify Court Administrator or need for office supplies and equipment
~~30.~~29. Type forms, statements, letters and various legal documents as required
~~31.~~30. Prepare and maintain records for storage and retrieving in Laserfiche
~~32.~~31. Audit numerous folders in Laserfiche, monthly, quarterly, semi-annually and annually
~~33.~~32. File, search and retrieve files from file cabinet
~~34.~~33. Assemble information
34. Data entry
35. Provide training on all tasks required within procedures manual
36. Assist Court Administrator, court staff, and other departments as needed
37. Provide office coverage on daily essential operations as directed
38. Perform related work and other duties as assigned
39. Provide services to the general public when emergency conditions warrant it, either in preparation for, or as a reaction to, one or more disastrous events such as: a civil disturbance, hurricane, tornado, earthquake, flood, ice storm, fire, chemical accident including hazardous conditions, or other disasters which threaten the safety of the citizens

Physical Demands and Working Environment

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

- While performing duties of this job, the employee must be able to remain in a stationary position 50% of the time. The employee is occasionally required to stand; reach; climb or balance; stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 15 pounds. This position requires constant operation and use of computer, phone, and other office equipment. May be subject to repetitive motion, such as typing, data entry, and vision to monitor. This position requires regular and reliable physical attendance at the assigned work location to perform the essential functions of the job. This position may also require physical attendance at public meetings, such as City Council meetings, board meetings, community events, or other functions, as directed by the Department Head and/or City Manager. All

Court Collections Specialist

Department: Municipal Court	Hourly Rate Range: $20.60-$28.84
Reports To: Municipal Court Administrator	FLSA: Non-Exempt

employees are expected to maintain a professional presence and remain responsive and accessible during assigned working hours, as well as during on-call designation times

Minimum Qualifications

Education, Training, and Experience Guidelines:

- High School diploma or GED equivalent
- Two (2) years general business and clerical experience involving public contact, with one (1) year cashier/teller experience or any other public consistently dealing with money
- Two (2) years of collections background or two (2) years of Municipal Court experience
- Municipal Court experience preferred

Knowledge/Skills/Abilities:

- Knowledge of court operations, policies and procedures
- Understand the City policies and procedures
- Operate personal computer, electronic mail, and network, and other office machines such as calculator and fax machine
- Skill in effective oral and written communications
- Ability and skill to resolve customer complaints and concerns
- Exercise judgement, confidentiality, professionalism, dependability, flexibility, cooperation, integrity, and strong ethics at all times
- Organize, prioritize, and perform multiple clerical tasks
- Ability to establish and maintain cooperative working relationships with those contacted in the course of work
- Knowledge of Federal, State, and Municipal laws, rules and regulation related to Municipal Court
- Bilingual English/Spanish preferred
- Ability to speak, read and write in Spanish preferred
- Ability to perform all the physical requirements of the position with or without an accommodation

License, Certifications, and Other Requirements:

- Completion of Level II of the Texas Certified Municipal Court Clerk certification program
- Must be bondable
- Notary Public
- Must have a valid Texas Class "C" Driver's License and must meet City's driving standards
- Must have the ability to pass a pre-employment drug screen, criminal background, credit check, and MVR check

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

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

Printed Name _____ Signature _____

Court Collections Specialist

Department: Municipal Court	Hourly Rate Range: $20.60-$28.84
Reports To: Municipal Court Administrator	FLSA: Non-Exempt

_____

Date

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

Job Description

Deputy Court Clerk

Department: Municipal Court	Hourly Rate Range: $18.00-$25.20
Reports To: Municipal Court Administrator	FLSA: Non-Exempt

The Municipal Court has jurisdiction over violations of City Charter provisions and City ordinances. Court proceedings are governed by City ordinances, court rules and state statutes. Municipal Court handles all types of traffic and criminal fine-only violations.

Job Summary:

- Under general direction of the Municipal Court Administrator
- Responsible for performing the day-to-day operations of the Municipal Court requiring a specialized knowledge of court operations, policies, and procedures
- Performs a variety of other technical tasks specific to Municipal Court

Essential Duties and Responsibilities:

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

1. Perform complicated administrative duties and clerical functions requiring considerable discretion and specialized knowledge of the court, court operations, policies, and procedures
2. Assist defendants, by telephone, in person, via e-mail, fax and mail with questions requiring specialized knowledge of court policies and procedures
3. Responsible for completing all duties and functions in and efficient and timely manner as not to disrupt case flow management
3.4. Prepare court dockets, jury charges, and cases for court as instructed
4.5. Prepare correspondence with defendants, prosecutor and defense attorneys
5.6. Prepare various ~~completed~~outreach call lists and status reports
6.7. Balance cash and prepares daily cash report
~~7. Process citations~~
8. Process daily citation imports, edit lists, and docket creation
9. Process daily jail docket entry procedures
8.10. Process mail payments and correspondence by required deadlines
9.11. Assist with preparation of complaints, appeals, case transfers, and judgments
10.12. Mail warrants and juror summons
11.13. Print and distribute courtesy letters for Police Department
12.14. Responsible for court window, telephone calls, and insurance verifications
13.15. Responsible for proper data processing of records management program
14.16. Responsible for management of Driving Safety Courses ~~and~~, Deferred Disposition and Youth Diversion programs
15.17. Responsible for management of adjudicated cases, payment plans and ~~warrants~~warrant recall procedures
16.18. Perform internal collections program policies and procedures

Deputy Court Clerk

Department: Municipal Court	Hourly Rate Range: $18.00-$25.20
Reports To: Municipal Court Administrator	FLSA: Non-Exempt

~~17.~~19. Prepare court room for dockets
~~18.~~20. Maintain a clean, orderly, and stocked lobby
21. Ensure copier is supplied with reams of paper and cartridges ordered as needed
~~19.~~22. Make effective decisions without constant supervision
~~20.~~23. Interface courteously and effectively with customers and other City employees in person, on the telephone, and in writing
~~21.~~24. Prioritize and perform heavy workload effectively, efficiently and accurately
~~22.~~25. ~~Order~~Notify Court Administrator of need for office supplies and equipment
~~23.~~26. Type forms, statements, letters and various legal documents as required
~~24.~~27. Prepare and maintain records for storage and retrieving in Laserfiche
~~25.~~28. Audit numerous folders in Laserfiche, monthly, quarterly, semi-annually and annually
~~26.~~29. File, search and retrieve files from file cabinet
~~27.~~30. Data Entry
~~28.~~31. Assemble information
~~29.~~32. Assist Court Administrator, court staff and other departments as needed
~~30.~~33. Provide office coverage on daily essential operations as directed
~~31.~~34. Perform related work and other duties as assigned
~~32.~~35. Provide services to the general public when emergency conditions warrant it, either in preparation for, or as a reaction to, one or more disastrous events such as: a civil disturbance, hurricane, tornado, earthquake, flood, ice storm, fire, chemical accident including a hazardous material spill, possible public exposure to hazardous conditions, or other disasters which threaten the safety of the citizens

Physical Demands and Working Environment

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

- While performing duties of this job, the employee must be able to remain in a stationary position 50% of the time. The employee is occasionally required to stand; reach; climb or balance; stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 15 pounds. This position requires constant operation and use of computer, phone, and other office equipment. May be subject to repetitive motion, such as typing, data entry, and vision to monitor. This position requires regular and reliable physical attendance at the assigned work location to perform the essential functions of the job. This position may also require physical attendance at public meetings, such as City Council meetings, board meetings, community events, or other functions, as directed by the Department Head and/or City Manager. All employees are expected to maintain a professional presence and remain responsive and accessible during assigned working hours, as well as during on-call designation times

Minimum Qualifications

Education, Training, and Experience Guidelines:

- High School diploma or GED equivalent
- Two (2) years general business and clerical experience involving public contact, with one (1) year cashier/teller experience or any other public consistently dealing with money

Deputy Court Clerk

Department: Municipal Court	Hourly Rate Range: $18.00-$25.20
Reports To: Municipal Court Administrator	FLSA: Non-Exempt

- Collections background preferred
- Municipal Court experience preferred

Knowledge/Skills/Abilities:

- Knowledge of court operations, policies and procedures
- Understand the City policies and procedures
- Operate personal computer, electronic mail, and network, and other office machines such as calculator and fax machine
- Skill in effective oral and written communications
- Ability and skill to resolve customer complaints and concerns
- Exercise judgement, confidentiality, professionalism, dependability, flexibility, cooperation, integrity, and strong ethics at all times
- Organize, prioritize, and perform multiple clerical tasks
- Ability to establish and maintain cooperative working relationships with those contacted in the course of work
- Knowledge of Federal, State, and Municipal laws, rules and regulation related to Municipal Court
- Bilingual English/Spanish preferred
- Ability to speak, read and write in Spanish preferred
- Ability to perform all the physical requirements of the position with or without an accommodation

License, Certifications, and Other Requirements:

- Attend New Court Clerks Seminar after completing 6 months of employment
- Completion of Level I of the Texas Certified Municipal Court Clerk program or in the process of obtaining Level I certification within one (1) year of employment
- Must be bondable
- Notary Public
- Must have a valid Texas Class "C" Driver's License and must meet City's driving standards
- Must have the ability to pass a pre-employment drug screen, criminal background, credit check, and MVR check

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

_____ _____

Printed Name Signature

_____

Date

Deputy Court Clerk

Department: Municipal Court	Hourly Rate Range: $18.00-$25.20
Reports To: Municipal Court Administrator	FLSA: Non-Exempt

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

Job Description

Municipal Court Administrator

Department: Municipal Court	Hourly Rate Range: $34.29-$48.00
Reports To: ~~Assistant~~ City Manager	FLSA: Exempt

The Municipal Court has jurisdiction over violations of City Charter provisions and City ordinances. Court proceedings are governed by City ordinances, court rules and state statutes. Municipal Court handles all types of traffic and criminal fine-only violations.

Job Summary:

- Under general direction of the City Manager
- Manage, direct, supervise, coordinate and plan the operations of courts and assist the judiciary in making certain decisions, except those judicial decisions required by law to be made by judges
- Responsible for specialized knowledge of court operations, policies and procedures
- Maintain control over special revenue funds to ensure that expenditures are made in accordance with regulatory requirements
- Supervise, assign, review, and participate in the work of staff responsible for activities and functions within the Municipal Court
- Coordinate with Court docket scheduling, Sealy Police Department, Austin County Jail, ~~the~~ Prosecutor, Defense Attorneys, Judge schedules, Court Records System Software IT, and City IT Personnel
- Department budget
- Perform a variety of other technical tasks specific to Municipal Court

Essential Duties and Responsibilities:

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

1. Plan, prioritize, assign, supervise, and review the work of assigned department staff; participate in the selection of department staff; provide and coordinate staff training; work with employees to correct deficiencies; implement discipline procedures; provide timely, accurate, and thorough performance reviews for supervised employees
2. Prepare, review, and verify a variety of documents and forms for the Texas Office of Court Administration and Texas Comptroller~~,~~ including timely submitted monthly, quarterly, and annual reports; prepare or review selected accounting entries for financial activities; prepare and correct or adjust entries as necessary for the Finance Director approval
3. Prepare and submit the department's annual budget request, including anticipated operating expenses, staffing needs, and capital needs, as applicable, in collaboration with the Finance Director and City Manager. Monitor and manage the approved departmental budget to ensure expenditures remain within authorized appropriations~~Prepare data for the annual fiscal budget~~; General Fund, Technology Fund, Time Payment Reimbursement Fund, Building Security Fund, Municipal Jury Fund, ~~and~~ Local Youth Diversion Fund (formerly "Local Truancy and Prevention Diversion Fund"), Youth Diversion Program Fee, and Consolidated Security and Technology Fund

Revised ~~07/15/2025~~10/06/2026

Municipal Court Administrator

Department: Municipal Court	Hourly Rate Range: $34.29-$48.00
Reports To: ~~Assistant~~ City Manager	FLSA: Exempt

4. Analyze and adjust monthly budget reports
5. Supervise and coordinate all non-judicial Municipal Court operations, including case flow management, trial management, jury management, personnel management, records and reports
6. Perform administrative duties and clerical functions requiring considerable discretion and specialized knowledge of the court, court operations, policies and procedures
7. Maintain internal controls in all areas supervised; adhere to segregation of duties; and make recommendations for improvements as necessary
8. Administer the collection of all fines, penalties, fees and costs imposed by the Court
9. Establish and maintain yearly appearance court date docket for Police Department citation issuance that adheres to statute date rule guidelines
~~9.~~10. Create and distribute court date docket schedules for all parties: SISD, Jail, Bailiff/Security, Judge, Prosecutor
~~10.~~11. Attend and participate in seminars and webinars; stay abreast of new trends and development in the Municipal Court field with regards to reporting, office automation, collections and technology advancements
~~11.~~12. Responsible for administration and the programming and/or recording of messages for court notice distribution through the City's emergency alert system (Blackboard Connect)
~~12.~~13. Assist in development and implementation of Municipal Court policies and procedures
~~13.~~14. Assist with drafting and preparation of ordinances related to laws governing the Municipal Court, as required
~~14.~~15. Prepare staff reports and/or presentations for Municipal Court department, as required
~~15.~~16. Responsible for website maintenance/management of information in regards to Municipal Court
~~16.~~17. Perform work efficiently and accurately when preparing court dockets, jury charges, complaints, appeals, case transfer and judgments
~~17.~~18. Be capable of conducting extensive legal research on specialized topics as assigned by the judge, obtain legal materials and maintain special legal resource files
~~18.~~19. Review and verify changes in Legislative Updates to ensure compliance with State and local laws, codes and regulations; Provide technical guidance and make recommendations for compliance changes to City Manager
~~19.~~20. Ensure that the fees established by the Master Fee Schedule, that are applicable to director's department, are properly billed for and collected
~~20.~~21. Provide administrative support to assist department heads, supervisors, and other support staff in the completion of their duties and responsibilities as it involves Municipal Court; provide training and direction to other support staff as needed
~~21.~~22. Prepare records retention files yearly and maintain up to date working case files stored in Laserfiche on a daily basis
~~22.~~23. Report weekly convictions to the Texas Department of Public Safety
~~23.~~24. Report holds and releases on Texas Driver's License to OMNI Base on a daily basis
~~24.~~25. Report delinquent cases to collections monthly
~~25.~~26. Place order for office supplies and equipment needed for daily functions
~~26.~~27. Routinely inspect equipment and arrange for maintenance and repair
~~27.~~28. Reply to inquiries from the public on court business
~~28.~~29. Balance cash and prepare daily cash report

Municipal Court Administrator

Department: Municipal Court	Hourly Rate Range: $34.29-$48.00
Reports To: ~~Assistant~~ City Manager	FLSA: Exempt

~~29.~~30. Interface courteously and effectively with defendants, City employees, Attorneys, Jailers and Vendors in person, on the telephone and in writing
~~30.~~31. Operate personal computer and other office machines
~~31.~~32. Manage account set ups and training of court staff for Accurint and Blackboard Connect
~~32.~~33. Manage City ~~department~~ Municipal Court webpage
~~33.~~34. Perform related work and other duties as assigned
~~34.~~35. Provide services to the general public when emergency conditions warrant it, either in preparation for, or as a reaction to, one or more disastrous events such as: a civil disturbance, hurricane, tornado, earthquake, flood, ice storm, fire, chemical accident including hazardous conditions, or other disasters which threaten the safety of the citizens

Physical Demands and Working Environment

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

- While performing duties of this job, the employee must be able to remain in a stationary position 50% of the time. The employee is occasionally required to stand; reach; climb or balance; stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 15 pounds. This position requires constant operation and use of computer, phone, and other office equipment. May be subject to repetitive motion, such as typing, data entry, and vision to monitor. This position requires regular and reliable physical attendance at the assigned work location to perform the essential functions of the job. This position may also require physical attendance at public meetings, such as City Council meetings, board meetings, community events, or other functions, as directed by the Department Head and/or City Manager. All employees are expected to maintain a professional presence and remain responsive and accessible during assigned working hours, as well as during on-call designation times

Minimum Qualifications

Education, Training, and Experience Guidelines:

- High School diploma or GED equivalent
- Four (4) years general business and clerical experience involving public contact, including four (4) years supervisory experience
- Five (5) years progressively responsible experience as a court clerk

Knowledge/Skills/Abilities:

- Understand the City policies and procedures
- Knowledge of Federal, State, and Municipal laws, rules and regulation related to Municipal Court
- Stay abreast of legislative updates
- Knowledge and ability to teach employees on computers and related equipment, hardware and software for data entry, case information retrieval and research
- Skill in effective oral and written communications
- Exercise judgement, confidentiality, professionalism, dependability, flexibility, cooperation, integrity, and strong ethics at all times

Municipal Court Administrator

Department: Municipal Court	Hourly Rate Range: $34.29-$48.00
Reports To: ~~Assistant~~ City Manager	FLSA: Exempt

- Bilingual English/Spanish preferred
- Ability to speak, read and write in Spanish preferred
- Ability to perform all the physical requirements of the position with or without an accommodation

License, Certifications, and Other Requirements:

- Texas Certified Municipal Court Clerk or near completion, within a year, of Level III of the certification program
- Must be bondable
- Notary Public
- Must have a valid Texas Class "C" Driver's License and must meet City's driving standards
- Must have the ability to pass a pre-employment drug screen, criminal background, and MVR check

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

_____ _____

Printed Name Signature

_____

Date

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

Job Description

Municipal Court Alternate Judge

Department: Municipal Court	Appointed: term of three (3) years
Reports to: Presiding Judge	concurrent with term of the Mayor
City Council Approved Date:	Effective Date:

The Municipal Court has jurisdiction over violations of City Charter provisions and City ordinances. Court proceedings are governed by City ordinances, court rules and state statutes. Municipal Court handles all types of traffic and criminal fine-only violations.

Job Summary:

- Under general direction of the Presiding Judge
- Will interpret, apply and enforce local ordinances and applicable state laws
- The Judge's duties are judicial and discretionary whereas the clerk's duties are administrative only

Essential Duties and Responsibilities:

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

1. Preside over Municipal Court for all class C Misdemeanors, City matters, criminal jury and nonjury trials, pre-trial conferences, juvenile warnings and other cases appropriately tried in Municipal Court
2. Review and/or deny requests for continuances
3. Determine innocence or culpability (when hearing cases without a jury) and levies fine commensurate with the violation in such manner to preserve equity and uniformity in the application of existing laws and ordinances
4. Direct jurors in trial cases on their role in the interpretation and application of law
5. Be available on a 24/7 basis, to review and/or sign complaints, summons, subpoenas, affidavits for search and arrest warrants, appeal bonds, etc.
6. Support court activities with Municipal Court Administrator, City Attorney, and/or City Prosecutor and other city departments
7. Review legislation and current case law affecting offenses and the criminal justice system ~~and implement procedures to ensure compliance~~. Perform legal research as needed and determine fine amounts
8. Conduct hearings (including motions, property, emergency protective order, code enforcement, dangerous dog, etc.)
9. Regular and timely attendance at work as assigned
10. Able to effectively exercise considerable independent judgment in managing dockets, ruling on motions and adjudicating cases

~~10.~~11. Able to effectively exercise considerable independent judgement in managing dockets, ruling on motions and adjudicating cases

~~11.~~12. Must be able to attentively follow testimony and respond appropriately when presiding over the bench be it in person or via video conferencing i.e. Zoom

~~12.~~13. Assist the operation of the court by reviewing, verifying and signing orders as needed; default judgments; bond forfeitures; dismissals; and other orders

Municipal Court Alternate Judge

Department: Municipal Court	Appointed: term of three (3) years concurrent with term of the Mayor
Reports to: Presiding Judge	
City Council Approved Date:	Effective Date:

~~13.~~14. Provide written or verbal findings either by email or handwritten
~~14. Issue warrants on failure to appear and delinquent cases~~
15. Must be able to receive and respond to email correspondence as needed
16. Expected to travel to the Austin County Jail when needed
17. Magistrate and arraign prisoners at the jail by determining probable cause; identify accused and advise them of their charges; administer magistrate's warning; set bond; inform defendant of plea options/accept plea on each charge; set trial dates on not guilty pleas; asses fines and/or other punishment on guilty findings; prepare and provide the court clerk the record of arraignment, the defendant's plea, judgement and other documentation and orders as needed by the clerk; administer collection of fines and court orders; provide to the jailer written orders for release or confinement of the prisoner along with any conditions or requirements
18. Conduct hearings on capias pro fine prisoners; confirm identify of prisoner to the warrant; advise prisoner of amount of fine due and payable/order fines paid or commitment; provide to the court clerk written documentation of findings and orders
19. Determine if claim or suspicion of indigence is valid and conduct indigence hearing in accordance with the law; issue orders appropriate for the case; prepare for the court clerk a report of indigence hearing and other documentation on findings and orders
20. Shall be available by telephone or e-mail and able to respond within one hour of notification to any emergency requiring a judge or magistrate
21. Must abide by the Texas Code of Judicial Conduct
22. Establish and maintain effective work relationships with employees, City officials, the court system and the general public
23. Responsible for reviewing citations, complaints, summons, affidavits for arrest warrants and other legal documents
~~23.~~24. Issue warrants on failure to appear and delinquent cases
~~24.~~25. Issue summons, warrants, contempt citations and approve appeal bonds
26. Be able to examine evidence in criminal cases
~~25.~~27. Be capable of reviewing cases and providing E-Signatures as needed
~~26.~~28. Communicate clearly and concisely, verbally and in writing

Physical Demands and Working Environment

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

- Work is performed in an office environment. While performing duties of this job, the employee must be able to remain in a stationary position 90% of the time. The employee is occasionally required to stand, reach; climb or balance; stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 20 pounds. May be subject to repetitive motion, such as typing, data entry, and vision to monitor. Incumbents may be subjected to travel. This position requires regular and reliable physical attendance at the assigned work location to perform the essential functions of the job. This position may also require physical attendance at public meetings, such as City Council meetings, board meetings, community events, or other functions, as directed by the Department Head and/or City Manager. All employees are expected to maintain a professional presence and remain responsive and accessible during assigned working hours, as well as during on-call designation times.

Municipal Court Alternate Judge

Department: Municipal Court	Appointed: term of three (3) years concurrent with term of the Mayor
Reports to: Presiding Judge	
City Council Approved Date:	Effective Date:

Minimum Qualification Requirements:

- Knowledge of ordinances, statutes and court decisions relating to Municipal Court jurisdictions
- Knowledge of judicial procedure and rules of evidence as well as the organization, duties, powers, limitations and authority of the Municipal Court
- Ability to analyze evidence, apply existing laws impartially and render prompt, equitable verdicts
- Possess a sense of fairness and exhibit respect towards all persons including but not limited to argumentative and often hostile persons in court
- Communicate clearly and concisely both orally and written
- Operate a computer, software and other office equipment
-

Education~~, Training, and Experience Guidelines:~~/Experience Required:

- ~~Two (2) years of judicial experience in Municipal Court~~
- ~~Preferred experience in the practice of law with two (2) or more years in this state~~
- The Rules of Judicial Education require that all new municipal judges attend 32 hours of TMCEC judicial training within one year of the date of their appointment
- Attend yearly 16 hour continuing education training from TMCEC
- Two (2) years of judicial experience in Municipal Court or five (5) years Certified Municipal Court Clerk experience
- Preferred bilingual in English/Spanish
-

~~**Knowledge/Skills/Abilities:**~~

- ~~Knowledge of ordinances, statutes and court decisions relating to Municipal Court jurisdictions~~
- ~~Knowledge of judicial procedure and rules of evidence as well as the organization, duties, powers, limitations and authority of the Municipal Court~~
- ~~Ability to analyze evidence, apply existing laws impartially and render prompt, equitable verdicts~~
- ~~Possess a sense of fairness and exhibit respect towards all persons including but not limited to argumentative and often hostile persons in court~~
- ~~Communicate clearly and concisely both orally and written~~
- ~~Operate a computer, software and other office equipment~~
- ~~Preferred bilingual in English/Spanish~~
- ~~Ability to perform all the physical requirements of the position with or without an accommodation~~

~~**License, Certifications, and Other Requirements:**~~

- ~~The Rules of Judicial Education require that all new municipal judges attend 32 hours of TMCEC judicial training within one year of the date of their appointment~~
- ~~Attend yearly 16 hour continuing education training from TMCEC~~

Other Requirements:

- **Professional Service Agreement approved by City Council and on file with City**
- Must have a valid Texas Class "C" Driver's License and must meet City's driving standards
- A resident of the State of Texas and a citizen of the United States

Municipal Court Alternate Judge

Department: Municipal Court	Appointed: term of three (3) years
Reports to: Presiding Judge	concurrent with term of the Mayor
City Council Approved Date:	Effective Date:

- Required to disclose any possible conflicts of interest
- Frequently required to reach with hands and arms

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

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

Printed Name

Signature

Date

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

Job Description

Municipal Court Presiding Judge

Department: Municipal Court	Appointed ~~:~~ term of three (3) years
Reports to: City Council	concurrent with term of the Mayor
City Council Approved Date:	Effective Date:

The Municipal Court has jurisdiction over violations of City Charter provisions and City ordinances. Court proceedings are governed by City ordinances, court rules and state statutes. Municipal Court handles all types of traffic and criminal fine-only violations.

Job Summary:

- Under general direction of the City Council
- Will interpret, apply and enforce local ordinances and applicable state laws
- Supervise associate judge(s)
- The Judge's duties are judicial and discretionary whereas the clerk's duties are administrative only

Essential Duties and Responsibilities:

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

1. Preside over Municipal Court for all class C Misdemeanors, City matters, criminal jury and nonjury trials, pre-trial conferences, juvenile warnings and other cases appropriately tried in Municipal Court
2. Maintain a central docket of all cases filed in the City of Sealy
3. Review and/or deny requests for continuances.
4. Determine innocence or culpability (when hearing cases without a jury) and levies fine commensurate with the violation in such manner to preserve equity and uniformity in the application of existing laws and ordinances
5. Supervise the administration of juror notification and direct jurors in trial cases on their role in the interpretation and application of law.
6. Be available, or have adequate alternate judge expertise available, on a 24/7 basis, to review and/or sign complaints, summons, subpoenas, affidavits for search and arrest warrants, appeal bonds, etc.
7. Support court activities with Municipal Court Administrator, City Attorney, and/or City Prosecutor and other city departments.
8. Review legislation and current case law affecting offenses and the criminal justice system and implement procedures to ensure compliance. Perform legal research as needed and determine fine amounts
9. Conduct hearings (including motions, property, emergency protective order, code enforcement, dangerous dog, etc.)
10. Collaborate with the City Manager, City Council and applicable city departments to ensure policies, ordinances and orders are within the parameter of state law.
11. Regular and timely attendance at work as assigned
12. Able to effectively exercise considerable independent judgment in managing dockets, ruling on motions and adjudicating cases

Municipal Court Presiding Judge

Department: Municipal Court	Appointed: term of three (3) years
Reports to: City Council	concurrent with term of the Mayor
City Council Approved Date:	Effective Date:

13. Must be able to attentively follow testimony and respond appropriately when presiding over the bench be it in person or via video conferencing i.e. Zoom
14. Supervise the operation of the court by reviewing, verifying and signing orders as needed; default judgments; bond forfeitures; dismissals; and other orders
15. Provide written or verbal findings either by email or handwritten
~~16. Issue warrants on failure to appear and delinquent cases~~
~~17.~~16. Must be able to receive and respond to email correspondence as needed
~~18.~~17. Expected to travel to the Austin County Jail when needed
~~19.~~18. Magistrate and arraign prisoners at the jail by determining probable cause; identify accused and advise them of their charges; administer magistrate's warning; set bond; inform defendant of plea options/accept plea on each charge; set trial dates on not guilty pleas; asses fines and/or other punishment on guilty findings; prepare and provide the court clerk the record of arraignment, the defendant's plea, judgement and other documentation and orders as needed by the clerk; administer collection of fines and court orders; provide to the jailer written orders for release or confinement of the prisoner along with any conditions or requirements
~~20.~~19. Conduct hearings on capias pro fine prisoners; confirm identify of prisoner to the warrant; advise prisoner of amount of fine due and payable/order fines paid or commitment; provide to the court clerk written documentation of findings and orders
~~21.~~20. Determine if claim or suspicion of indigence is valid and conduct indigence hearing in accordance with the law; issue orders appropriate for the case; prepare for the court clerk a report of indigence hearing and other documentation on findings and orders
~~22.~~21. Shall be available by telephone or e-mail and able to respond within one hour of notification to any emergency requiring a judge or magistrate
~~23.~~22. Must abide by the Texas Code of Judicial Conduct
~~24.~~23. Establish and maintain effective work relationships with employees, City officials, the court system and the general public
24. Responsible for reviewing citations, complaints, summons, affidavits for arrest warrants and other legal documents
25. Issue warrants on failure to appear and delinquent cases
26. Issue summons, warrants, contempt citations and approve appeal bonds
27. Be able to examine evidence in criminal cases
~~27.~~28. Be capable of reviewing cases and providing E-Signatures as needed
~~28.~~29. Communicate clearly and concisely, verbally and in writing

Physical Demands and Working Environment

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

- Work is performed in an office environment. While performing duties of this job, the employee must be able to remain in a stationary position 90% of the time. The employee is occasionally required to stand, reach; climb or balance; stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 20 pounds. May be subject to repetitive motion, such as typing, data entry, and vision to monitor. Incumbents may be subjected to travel. This position requires regular and reliable physical attendance at the assigned work location to perform

Municipal Court Presiding Judge

Department: Municipal Court	Appointed: term of three (3) years
Reports to: City Council	concurrent with term of the Mayor
City Council Approved Date:	Effective Date:

the essential functions of the job. This position may also require physical attendance at public meetings, such as City Council meetings, board meetings, community events, or other functions, as directed by the Department Head and/or City Manager. All employees are expected to maintain a professional presence and remain responsive and accessible during assigned working hours, as well as during on-call designation times.

Minimum Qualification Requirements:

- Knowledge of ordinances, statutes and court decisions relating to Municipal Court jurisdictions
- Knowledge of judicial procedure and rules of evidence as well as the organization, duties, powers, limitations and authority of the Municipal Court
- Ability to analyze evidence, apply existing laws impartially and render prompt, equitable verdicts
- Possess a sense of fairness and exhibit respect towards all persons including but not limited to argumentative and often hostile persons in court
- Communicate clearly and concisely both orally and written
- Operate a computer, software and other office equipment

Education~~, Training, and Experience Guidelines:~~/Experience Required:

- The Rules of Judicial Education require that all new municipal judges attend 32 hours of TMCEC judicial training within one year of the date of their appointment
- Attend yearly 16 hour continuous education training from TMCEC
- Two (2) years of judicial experience in Municipal Court
- Preferred experience in the practice of law with two (2) or more years in this state
- Preferred bilingual in English/Spanish
-

~~**Knowledge/Skills/Abilities:**~~

- ~~Knowledge of ordinances, statutes and court decisions relating to Municipal Court jurisdictions~~
- ~~Knowledge of judicial procedure and rules of evidence as well as the organization, duties, powers, limitations and authority of the Municipal Court~~
- ~~Ability to analyze evidence, apply existing laws impartially and render prompt, equitable verdicts~~
- ~~Possess a sense of fairness and exhibit respect towards all persons including but not limited to argumentative and often hostile persons in court~~
- ~~Communicate clearly and concisely both orally and written~~
- ~~Operate a computer, software and other office equipment~~
- ~~Preferred bilingual in English/Spanish~~
- ~~Ability to perform all the physical requirements of the position with or without an accommodation~~

~~**License, Certifications, and Other Requirements:**~~

- ~~The Rules of Judicial Education require that all new municipal judges attend 32 hours of TMCEC judicial training within one year of the date of their appointment~~
- ~~Attend yearly 16 hour continuing education training from TMCEC~~

Other Requirements:

Job Description Continued

Municipal Court Presiding Judge

Department: Municipal Court	Appointed: term of three (3) years
Reports to: City Council	concurrent with term of the Mayor
City Council Approved Date:	Effective Date:

- Professional Service Agreement approved by City Council and on file with City
- Must have a valid Texas Class "C" Driver's License and must meet City's driving standards
- A resident of the State of Texas and a citizen of the United States
- Required to disclose any possible conflicts of interest
- Frequently required to reach with hands and arms

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

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

_____ _____

Printed Name Signature

_____

Date

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

Job Description

City Secretary

Department: City Secretary	Hourly Rate Range: $34.29-$48.00
Reports To: City Manager	FLSA: Exempt

Job Summary:

- Under the direction of the City Manager, this position performs responsible and specialized, administrative work in the maintenance and control of official City Council and City of Sealy records. Work involves responsibility for preparing agendas for council meetings including gathering documentation to accompany agenda items, attending meetings of the council, and preparing official minutes of the proceedings. Work also involves certification of resolutions, ordinances, and other official documents, preparing legal advertisements and notices of public meetings and hearings, preparing letters and other correspondence relating to business conducted by the council, and maintaining official City Council and City records and files
- ~~Consult with employees on Human Resource matters, coordinate and advise on all city related benefits~~

Essential Duties and Responsibilities:

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

1. Perform all functions and duties of the office of the City Secretary including essential roles as a public information officer, City's election officer, records management officer, parliamentarian, Notary Public, and other additional job specific duties as required
2. Prepare agendas for all regular and special city council meetings; gather information and documentation to accompany agenda items; review agenda items with supervisors and other city officials; attend council and various other City board and commission meetings; record and/or takes notes of proceedings; prepare official minutes
3. Prepare, maintain, and certify resolutions, ordinances, minutes, and other official documents adopted by the council; prepare and provide legal advertisement and notification of all city council meetings, resolutions, ordinances, and elections; prepare notices of council hearings and meetings and distribute for posting on the city's website; maintain and distribute the City of Sealy Code of Ordinances
4. Post all legal notices as required by the City Charter and State law for the City
5. Conduct preparations and make all arrangements for city elections; prepare and certify candidate petitions
6. Prepare letters and other correspondence relating to business conducted by the City of Sealy and city council; Provide staff assistance to the City Manager, Mayor, Council, City Attorney; aid city employees; responds to staff and public inquiries related to city ordinances, resolutions, permits, codes, and regulations
7. Implement and maintain a records management system; maintain official records and files of the city including contracts, deeds, leases, easements, liens, plats, ordinances, resolutions, and other legal and official records and documents; conducts research, locates, and retrieves records and files as needed; and respond to and fulfills Open Records Requests
8. Supervise development, maintenance, and implementation of records retention schedules in accordance with Texas State Library, including but not limited to: arrange and coordinate transfer and storage of records to an off-site records storage center
9. Assist City Manager and Director of Finance in grant applications and administration
10. Organize and maintain records pertaining to all vehicles owned by the City including annual registration and title documents

Revised 10/06/2026

City Secretary

Department: City Secretary	Hourly Rate Range: $34.29-$48.00
Reports To: City Manager	FLSA: Exempt

11. Develop and maintain records pertaining to the disposal of fixed assets as the city assets are retired and removed from service for the purpose of insurance/liability coverage
12. Schedule interviews with applicants under consideration for council appointments to various boards and commissions; correspond with board and commission members
13. Assist with coordinating various special events; attend and participate in various City functions; attend training and professional development meetings and workshops
14. May prepare, file, and maintain various bid documents, insurance claims and records, City equipment records, grant applications, and other various City records or reports; Performs other administrative or support duties as assigned
15. Prepare staff reports and/or presentations for City Secretary ~~and HR department~~, as required
16. Responsible for website maintenance/management of information in regards to City Secretary ~~and HR department~~
17. Perform duties as certified Notary for city documents
18. Administer oaths of office
19. Update municipal code as needed and distribute revisions of the updated municipal code
20. Perform such other duties as may be required in accordance with City Charter, the City Manager, or State law
21. Attend required continuing education training programs; and maintains annual membership in Texas Municipal Clerks Association
22. Ensure that the fees established by the Master Fee Schedule, that are applicable to director's department, are properly billed for and collected

~~22.~~23. Prepare and submit the department's annual budget request, including anticipated operating expenses, staffing needs, and capital needs, as applicable, in collaboration with the Finance Director and City Manager. Monitor and manage the approved departmental budget to ensure expenditures remain within authorized appropriations.

~~23. Assume responsibility for personnel services and activities, including but not limited to recruitment, compensation, benefits, employee records, performance appraisals, and employee relations~~

~~24. Recommend and administer policies and procedures related to personnel practices and ensure personnel practices follow legal guidelines~~

~~25. Represent human resources to other city departments, elected officials and outside agencies; explain, justify, and defend personnel management programs, policies, and activities~~

~~26. Establish and maintain standard operating procedures for human resources~~

~~27. Meet with employees to identify and resolve employee problems. Negotiate and resolve sensitive, significant and controversial issues~~

~~28. Plan, direct, and coordinate personnel activities~~

~~29. Attend and participate in seminars; stay abreast of new trends and developments in the field of human resources, payroll, and benefits~~

~~30. Consult with and advise department directors and the City manager regarding personnel related problems~~

~~31. Assist and advise city employees in a variety of personnel matters including the interpretation and application of personnel policies and the processing of employee grievances~~

~~32. Assist in managing the City's employee benefits and compensation programs including retirement benefits, insurance programs, paid time off, and incentive pay by monitoring budget line items, coordinating and administrating compensation and benefits, and reviewing and approving the billing of benefits~~

~~33. Responsible for accuracy and confidentiality of employee and applicant records and files. Maintain confidentiality when handling communications and documents~~

City Secretary

Department: City Secretary	Hourly Rate Range: $34.29-$48.00
Reports To: City Manager	FLSA: Exempt

~~34. Perform salary and benefits surveys and studies; analyze data and provide related recommendations to the City Manager's office~~

~~35. Serve as the designated contact person to receive questions, comments and complaints related to employee PHI, health privacy practices and procedures, or violations of any applicable state or federal law or regulation~~

~~36. Provide for training and development of City personnel~~

~~37. Coordinate and assist departments in the regular evaluation of job performance~~

~~38. Review, maintain, and assist department directors with development and revision of employee job descriptions~~

~~39.~~24. Assist the public, by telephone or in person, with questions requiring knowledge of City policies and procedures

~~40.~~25. Review and verify changes in Legislative Updates to ensure compliance with State and local laws, codes and regulations; Provide technical guidance and make recommendations for compliance changes to City Manager

~~41.~~26. Perform other duties as assigned

~~42.~~27. This position is considered essential during a natural or manmade disaster and/or a catastrophic event. This position may be required to provide services or perform duties for the benefit of the public and continuity of City operations. These may include services or duties different from those performed in the usual course and scope of this position

Physical Demands and Working Environment

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

- Work is performed primarily in an office environment; however, offsite events include grand openings, groundbreakings, and active construction sites, which may be subject to weather. While performing duties of this job, the employee must be able to remain in a stationary position 50% of the time. The employee is occasionally required to stand; reach; climb or balance; stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 25 pounds. This position requires constant operation and use of computer, phone, and other office equipment. May be subject to repetitive motion, such as typing, and vision to monitor. Employee must be able to function and communicate clearly with departments, the public, and attend various functions and meetings at other sites either within or outside the city. Specific vision abilities required by this job include close vision and the ability to adjust focus. The noise level in the work environment is usually quiet. This position requires regular and reliable physical attendance at the assigned work location to perform the essential functions of the job. This position may also require physical attendance at public meetings, such as City Council meetings, board meetings, community events, or other functions, as directed by the ~~Department Head and/or~~ City Manager. All employees are expected to maintain a professional presence and remain responsive and accessible during assigned working hours, as well as during on-call designation times

Minimum Qualifications & Requirements:

- Work requires possession of a high school diploma or GED equivalent
- Bachelor's Degree in Business Administration, Public Administration, or a related field is preferred
- At least three (3) years of progressively responsible experience in City Secretarial and administrative work, preferably for a municipality
- Or an equivalent combination of education, experience, and the following:

Knowledge/Skills/Abilities

City Secretary

Department: City Secretary	Hourly Rate Range: $34.29-$48.00
Reports To: City Manager	FLSA: Exempt

- Knowledge of the legal records retention requirements relating to city operations and to the preparation and maintenance of official city records
- Knowledge of city management policies and procedures
- Ability to maintain confidentiality regarding city ~~and personnel~~ matters
- Knowledge of Texas Public Information Act and Open Meetings Act, Municipal Election Law and Local Government Code
- Knowledge of research, analysis, interpretation and report development of complex administrative issues including legal, financial and survey data
- Ability to answer questions regarding municipal regulations and ordinances and status of communications, resolutions and other official actions and assure records are open to the public
- Proficiency in the use of computers and related equipment, hardware and software
- Skill in effective oral and written communications
- Skill in researching, analyzing and preparing reports/recommendations for public officials
- Skill in planning and implementing departmental procedures and objectives
- Skill in prioritizing, tracking, and managing multiple projects, assignments and duties
- Skill in resolving citizen complaints and concerns
- ~~Knowledge of federal and state employment and labor laws, EEOC guidelines on employee selection procedures, American with Disabilities (ADA) employment guidelines; and other personnel law practices~~
- ~~Organized, thorough, and disciplined with a focus on maintaining optimal integrity in support of human resources initiatives~~
- ~~Ability to understand, interpret, and apply City of Sealy policies, values and state/federal employment laws~~
- Ability to perform all the physical requirements of the position with or without an accommodation
- Ability to establish and maintain effective working relationships with city employees, other governmental agencies, members of the business community, and the public

Licenses, Certificates, or Other Requirements

- Notary Public in State of Texas, or ability to obtain within one year of hire
- TMCCP certification within five years of hire date
- ~~SHRM or IPMA-HR certification preferred~~
- Valid Texas Class "C" Driver's License
- Must have the ability to pass a pre-employment drug screen, criminal background, and MVR check

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

Printed Name _____ Signature _____

City Secretary

Department: City Secretary	Hourly Rate Range: $34.29-$48.00
Reports To: City Manager	FLSA: Exempt

Date

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

Revised ~~7/15/2025~~10/06/2026

Job Description

Assistant City Secretary

Department: City Secretary	Hourly Rate Range: $28.00-$39.20
Reports To: City Secretary	FLSA: Exempt

Job Summary:

- Under the general direction of the City Secretary, is responsible for performing support work in the City Secretary's office. The Assistant City Secretary is responsible for processing and maintaining official city council and city records, preparing agendas for council meetings including gathering documentation to accompany agenda items, attending meetings of the council in the absence of the City Secretary, and preparing official minutes of proceedings. Work is performed under general supervision of the City Secretary with considerable contact with the public

Essential Duties and Responsibilities:

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

1. Process open records requests for public information, maintain records of all open records requests within the time mandated by the Texas Public Information Act and other statutes
2. Redact or review confidential records before releasing documents to the public
3. Maintain and update City's Public Information Policies and Procedures in accordance with the Texas Public Information Act
4. Maintain and process documents for City ~~Alcoholic Beverage Permit Licenses,~~ Towing Agreements~~,~~ and Solicitor Permits
5. Assist the City Secretary in preparing, filing and maintaining all mowing, utility, and substandard building liens; working with local title companies to assure proper payments on outstanding liens; and recording the proper documentation with the County
6. Assist the City Secretary in researching, planning, developing and implementing record retention and management goals for all of the City's records in accordance with the Texas Local Government Records Act
7. Maintaining City vehicle annual registration and title documents
8. Maintaining records of all City contracts and notifying department heads in advance of upcoming termination dates and creation, implementation, and maintenance of Master Contract Calendar to ensure renewals and new contracts are updated and the process is started well in advance of termination to meet procurement requirements
9. Assist the City Secretary with maintaining the City's Code of Ordinances
10. Complete administrative duties for City Secretary including opening and distributing mail
11. Provide clerical and filing support for the City Secretary
12. Assist the City Secretary in preparing and posting agendas for City Council meetings, e-mailing notices of such meetings to the media and staff, preparing agenda packets for City Council, transcribing the minutes, and preparing all the required documents for signature, as needed

Revised 10/06/2026

Assistant City Secretary

Department: City Secretary	Hourly Rate Range: $28.00-$39.20
Reports To: City Secretary	FLSA: Exempt

13. Assist the City Secretary in the management of all city boards/committees, which may include maintaining agendas and minutes, preparing membership and posting agendas for Boards and Commissions, preparing agenda packets for members and staff, transcribing the minutes, and maintaining training records

~~13.~~

14. In absence of City Secretary, attend city council, board and commission meetings; transcribing and preparing minutes of meetings
15. Assist with the preparation of city elections, including posting and publishing notices as required by law; assists with early voting procedures and is present in the City Secretary's office on Election Day
16. Assist with website maintenance/management of information in regards to City Secretary~~, HR department~~ and City Manager department
17. Perform duties as certified Notary for city documents
18. At the City Secretary's request and approval, attend required continuing education training programs; and maintains annual membership in Texas Municipal Clerks Association
19. Assist the City Secretary and other city staff members with the research and writing of policies, procedures, ordinances, and resolutions for review and/or adoption by the City Council
20. Provide assistance, as needed, to maintain the City's website and calendar in relation to City Council and city boards/committee's agendas, agenda packets, and meeting minutes; and information relative to the Office of the City Secretary and general City information as needed

~~21. Screen applicants for employment, schedule interviews, make offers of employment, and schedule post-offer, pre-employment screenings~~

21. Provides basic on-site IT support to City departments and coordinates with the City's contracted IT provider to resolve technical issues beyond the scope of routine support.
22. Designated liaison with contract IT for computer network and server systems. Advise City Manager on network changes, equipment needs, and software/system updates and proceeds upon direction from City Manager

~~22.~~23. Perform other duties as assigned

~~23.~~24. This position is considered essential during a natural or manmade disaster and/or a catastrophic event. This position may be required to provide services or perform duties for the benefit of the public and continuity of City operations. These may include services or duties different from those performed in the usual course and scope of this position

Physical Demands and Working Environment

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

- Work is performed primarily in an office environment; however, offsite events include grand openings, groundbreakings, and active construction sites, which may be subject to weather. While performing duties of this job, the employee must be able to remain in a stationary position 50% of the time. The employee is occasionally required to stand; reach; climb or balance; stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 25 pounds. This position requires constant operation and use of computer, phone, and other office equipment. May be subject to repetitive motion, such as typing, and vision to monitor. Employee must be able to function and communicate clearly with departments, the public, and attend various functions and meetings at other sites either within or outside the city. Specific vision abilities required by this job include close

Assistant City Secretary

Department: City Secretary	Hourly Rate Range: $28.00-$39.20
Reports To: City Secretary	FLSA: Exempt

vision and the ability to adjust focus. The noise level in the work environment is usually quiet. This position requires regular and reliable physical attendance at the assigned work location to perform the essential functions of the job. This position may also require physical attendance at public meetings, such as City Council meetings, board meetings, community events, or other functions, as directed by the Department Head and/or City Manager. All employees are expected to maintain a professional presence and remain responsive and accessible during assigned working hours, as well as during on-call designation times

Minimum Qualifications & Requirements:

- Bachelor's Degree in Business Administration, Public Administration, or a related field preferred
- Two (2) year municipal support experience
- or equivalent combination education, experience, and the following Knowledge/Skills/Abilities, as listed:

Knowledge/Skills/Abilities

- Knowledge of Texas Public Information Act and Open Meetings Act, Municipal Election Law and Local Government Code
- Knowledge of city management policies and procedures
- Knowledge of research, analysis, interpretation and report development of complex administrative issues including legal, financial and survey data
- Ability to answer questions regarding municipal regulations and ordinances and status of communications, resolutions and other official actions and assure records are open to the public
- Ability to make independent judgments to address and solve issues
- Proficiency in the use of computers and related equipment, hardware and software
- Skill in effective oral and written communications
- Skill in researching, analyzing and preparing reports/recommendations for public officials
- Skill in planning and implementing departmental procedures and objectives
- Skill in prioritizing, tracking, and managing multiple projects, assignments and duties
- Skill in resolving citizen complaints and concerns
- Ability to maintain confidentiality regarding city matters
- ~~Knowledge of federal and state employment and labor laws, EEOC guidelines on employee selection procedures, American with Disabilities (ADA) employment guidelines; and other personnel law practices~~
- ~~Organized, thorough, and disciplined with a focus on maintaining optimal integrity in support of human resources initiatives~~
- ~~Ability to understand, interpret, and apply City of Sealy policies, values and state/federal employment laws~~
- Ability to perform all the physical requirements of the position with or without an accommodation
- Ability to establish and maintain effective working relationships with city employees, other governmental agencies, members of the business community, and the public

Licenses, Certificates, or Other Requirements

- Notary Public in State of Texas, or ability to obtain within one year of hire

Assistant City Secretary

Department: City Secretary	Hourly Rate Range: $28.00-$39.20
Reports To: City Secretary	FLSA: Exempt

- Must be enrolled in TMCCP certification course within one year of hire and expected course completion within 5 years of hire
- Valid Texas Class "C" Driver's License
- Must have the ability to pass a pre-employment drug screen, criminal background, and MVR check

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

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

_____ _____

Printed Name Signature

_____

Date

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

H. PRESENTATION(S)



DRAINAGE SYSTEM MAP
EAST SIDE DRAINAGE BASIN

CITY OF SEALY
AUSTIN COUNTY, TEXAS

STRAND ASSOCIATES®

FIGURE 3
3903.080

Path: S:\BRE\3900-3999\3903\080\Drawings\GIS\Pro\Sealy GIS\Sealy GIS.aprx User: blakef Date: 9/29/2026 Time: 10:30 AM



DRAINAGE SYSTEM MAP
EAST SIDE DRAINAGE BASIN

CITY OF SEALY
AUSTIN COUNTY, TEXAS

STRAND ASSOCIATES®

FIGURE 3
3903.080

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I. BUSINESS

ITEM #1

SEALY EDC BOARD AGENDA ITEM NO: Discussion and possible action to approve a Resolution for 218 Fowlkes Project with EDC grant funding in an amount not to exceed $11,500.00, in accordance with Texas Local Government Code 505.158.
CITY COUNCIL MEETING DATE: October 6, 2026

STAFF REPORT

DESCRIPTION

Consideration of approval for a City of Sealy Resolution for the 218 Fowlkes Project, the associated Economic Development Project with Shangrila Barah Inc., doing business as Big 99 Cent & Gift Store, authorizing EDC funding in an amount not to exceed $11,500.00 for eligible façade improvements, and sign improvements, subject to the grant policy, required approvals, and availability of funds.

ANALYSIS

Project Summary

The business, the Big 99 Cent Store, applied under the Sealy Historic District and Business Improvement Grant Program for improvements to the business property at 218 Fowlkes Street. The application identifies the business as a for-profit, sales-tax-generating business in Sealy's Historic Downtown District.
The proposed work is part of a broader interior and exterior reinvestment estimated by the applicant at approximately $125,000.00. The improvements covered by the EDC grant include exterior façade work, and a new business sign. The performance agreement identifies exterior painting, an improved awning, a new entry door and windows, lighting, and new signage. All improvements are subject to final plans, permits, inspections, and eligibility under the grant policy.

Funding Structure based on HD&BIG Policy

Eligible Improvement Category	Maximum EDC Reimbursement Based on HD&BIG Policy	Minimum Eligible Cost for Full Reimbursement
Façade improvements	$10,000.00	$20,000.00
Sign improvements	$1,500.00	$3,000.00
Total	**$11,500.00**	**$23,000.00**

The proposed grant is reimbursement-based and may not exceed 50% of documented, approved project costs. Payment is limited to actual eligible expenses within each category, and the grant may not exceed the category caps or the overall award of $11,500.00. The applicant must provide documentation on paid and complete improvements.
The agreement also provides for default and recapture if the business fails to satisfy the required benchmarks, continuing obligations, or eligible use requirements. Please find the rendering of the after picture attached.

Performance Agreement Terms to be considered at the Oct. 20th Council meeting.

- Complete the approved interior and exterior project, including the grant-funded improvements, by April 20, 2027, unless an authorized extension is granted under the agreement.
- Invest at least $120,000.00 in the overall interior and exterior project unless the EDC approves a different minimum investment in writing.

- Obtain and pass all required permits, inspections, and approvals and comply with applicable City codes and local, state, and federal requirements.
- Open and operate the business at 218 Fowlkes Street and maintain at least two full-time employees for 12 consecutive months following project completion.
- Keep the business open and operate on the property for 24 months following project completion.
- Submit complete reimbursement documentation within the time and in the form required by the performance agreement.

The agreement also provides for default and recapture if the business fails to satisfy the required benchmarks, continuing obligations, or eligible use requirements.

FINANCIAL IMPACT

The maximum EDC grant is $11,500.00. Funds would be disbursed only as reimbursement for eligible, documented expenses after the applicant satisfies the applicable performance requirements. Funds are available and may be paid from the Historic District Projects line item. The line item will have $200,000 in fiscal year 2026. The EDC contribution may not exceed 50% of approved costs and remains subject to the limits stated in the performance agreement and Historic District and Business Improvement Grant Policy.

RECOMMENDATION

The Sealy EDC Board recommends approval of the Resolution for EDC funding of the 218 Fowlkes Project, and authorization of EDC reimbursement funding in an amount not to exceed $11,500.00 for eligible façade improvements, and sign improvements. FYI: During the Oct. 20th City Council meeting the project includes a request for approval of the Economic Development Performance Agreement between Shangrila Barah Inc and Sealy EDC.

RESOLUTION 2026-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEALY, TEXAS, APPROVING SEALY ECONOMIC DEVELOPMENT CORPORATION'S EXPENDITURE OF FUNDS FOR A HISTORIC DISTRICT & BUSINESS IMPROVEMENT GRANT TO SHANGRILA BARAH INC., DOING BUSINESS AS BIG 99 CENT & GIFT SHOP, OPERATING AT 218 FOWLKES STREET, SEALY, TEXAS, TO PROMOTE NEW AND EXPANDED BUSINESS DEVELOPMENT.

* * * * * * * * * * * *

WHEREAS, the Sealy Economic Development Corporation (EDC") approved funding on September 22, 2026, to Shangrila Barah Inc., doing business as Big 99 Cent & Gift Shop (the 218 Fowlkes Project), being a convenience store business, in an amount not to exceed $11,500.00 to promote new and expanded business development; and

WHEREAS, the Sealy City Council finds that the EDC complied with state law regarding such funding;

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

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

SECTION 2. The City Council authorizes the expenditure of funds by the EDC in an amount not to exceed $11,500.00 to the Shangrila Barah Inc., doing business as Big 99 Cent & Gift Shop (the 218 Fowlkes Project) to promote new and expanded business development pursuant to Texas Local Government Code, Section 505.158 and in compliance with the terms and conditions of the Performance Agreement.

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

SECTION 4. That this Resolution shall be in full force upon second reading.

PASSED AND APPROVED ON FIRST READING this 6th day of October 2026.

PASSED AND APPROVED ON SECOND READING this 20th day of October 2026.

_____

Carolyn Bilski, Mayor

ATTEST:

_____

Sandra Vrablec, City Secretary

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT BETWEEN THE SEALY ECONOMIC DEVELOPMENT CORPORATION AND SHANGRILA BARAH INC., DOING BUSINESS AS BIG 99 CENT & GIFT SHOP

STATE OF TEXAS §
§
COUNTY OF AUSTIN §

This Economic Development Performance Agreement (the "Agreement") is between the Sealy Economic Development Corporation, a Section 4B corporation created pursuant to the authority of the Development Corporation Act of 1979, as amended ("EDC"), and Shangrila Barah Inc. ("Business Owner"), hereinafter sometimes collectively referred to as the "Parties." The project is referred to as the 218 Fowlkes Project

RECITALS

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

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

WHEREAS, Business Owner has requested and the EDC desires to provide financial assistance for business development expenditures that promote economic development for a downtown convenience store, located at 218 Fowlkes Street ("Property") to provide funding for building improvements, including: façade, signage, ~~and Americans with Disabilities Act improvements~~, and other associated expenses to promote new and expanded business development.

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

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

WHEREAS, the commitments contained in this Agreement shall become legally binding obligations enforceable against the Parties upon the EDC and Business Owner approving and executing this Agreement; and

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

NOW THEREFORE, FOR AND IN CONSIDERATION OF the mutual benefits and promises contained herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the Parties, the EDC and the Business Owner agree as follows:

DEFINITIONS

Benchmark means all the performance criteria requirements outlined in this Agreement, which the Business Owner must satisfy in order to qualify for the EDC Grant.

Grant means the economic development funds the EDC tenders to the Business Owner in an aggregate maximum amount not to exceed $1~~2~~1,500.00 (~~TWELVE~~ ELEVEN THOUSAND FIVE HUNDRED DOLLARS), and in no event more than fifty percent (50%) of approved project costs under the conditions of this agreement and the EDC Historic District and Business Improvement Grant Policy. The reimbursement of the grant is fifty percent of eligible costs, with a maximum pay out of ten thousand dollars ($10,000.00) for the façade component, and one thousand five hundred dollars ($1,500.00) for the sign component~~, and one thousand dollars ($1,000.00) for the ADA improvement component~~. Grants are subject to the amount approved by the EDC Board and City Council.

Improvements shall mean those certain improvements which increase the appraised value of property that may result from the upgrading, construction, alteration, or installation of buildings, structures, fixed machinery, equipment, and/or personal property.

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

Approved Project Costs means documented, reasonable cash expenditures for the approved ADA, façade, and sign improvements that are eligible under the Grant Policy. In-kind labor, owner-provided labor, undocumented costs, financing charges, and costs outside the approved scope are excluded from the grant funding.

Full-time Employee means and employee who regularly works at least 30 hours per week at the Property.

Project Completion Date means the date on which the City of Sealy issues or confirms all required final inspections and approvals for the Improvements provided in Exhibit A.

TERMS

1.1. Grant. The EDC agrees to tender a grant in an amount up to and not to exceed $11,500.00 to Business Owner for business development expenditures that promote economic development for a downtown convenience store, which is located at 218 Fowlkes Street to provide funding for building improvements, including: façade, signage, ~~Americans with Disabilities Act improvements~~, and other associated expenses to promote new and expanded business development. The total capital investment for the 218 Fowlkes Project will be at least $120,000.00, unless EDC approves a different minimum investment in writing.

a. Benchmark 1.: Business Owner shall:

(a) Complete the project in its entirety and in accordance with Exhibit A; (b) invest at least $120,000.00 in the interior and exterior building project unless EDC approves a different minimum investment in writing; (c) pass and obtain all required interior and exterior permits, inspections, and approvals from the City of Sealy and any other required governmental entity; (d) comply with applicable Sealy City codes and local, state, and federal law; and (e)

notify the EDC in writing that the Project is complete. The Business owner must complete the interior and exterior Project on or before the date of April 20, 2027.

Project improvements included in the EDC grant are façade improvements: exterior painting, ~~new awning improvements, a new entry door and windows, new signage~~, ~~and Americans with Disabilities Act (ADA) improvements: a street to sidewalk ramp~~, an improved awning, new entry door and windows, and lighting. Sign improvements include a new sign, in accordance with the plans and specifications outlined in Exhibit A. Business owner shall complete improvements and other associated expenses to promote new and expanded business development for the 218 Fowlkes Project. In addition, the business owner shall pass final inspections for the associated façade, ~~Americans with Disabilities Act,~~ and signage improvements from the City of Sealy, Texas, which must occur on or before April 20, 2027.

If Benchmark 1 is completed timely, EDC shall pay Business Owner $11,500.00 within forty-five (45) days of receiving a copy of receipts showing the total facade investment of at least twenty thousand dollars ($20,000.00) for the façade improvements, and three thousand dollars ($3,000.00) for the new sign, ~~and two thousand dollars $2,000.00 for ADA improvements~~, in accordance with Exhibit A. In the event that the investment for any individual improvement listed in Benchmark 1 is less than the specified amount, EDC's payment obligation shall be a reimbursement of up to fifty percent (50%) of the total amount spent on each specific improvement, rather than the full $11,500.00 grant. The Project must provide all receipts, paid invoices, and documentation to justify any reimbursement claim under this provision.

b. Benchmark 2.: Business Owner shall:

Open and operate the business at the Property by the Project completion date and shall retain at least two (2) full-time employees at the Property for twelve (12) consecutive months following Project completion. Employment shall be verified using records reasonably acceptable to the EDC Executive Director, which may include payroll summaries, Texas Workforce Commission reports, or other non-confidential evidence.

c. Extensions: The EDC Executive Director or Board President may extend any timeframes in Benchmark 1~~this Section 1.1.a.~~for good cause, but in no event shall the Executive Director or Board President be authorized to grant an extension for longer than six (6) months. Good cause includes, but is not limited to, local, state, or federal economic restrictions or regulations that impose difficulty in operating its business.

d. Modifications: Any modification except as provided for in section c. above requires approval of all parties and the City.

1.2. Proof of Proper Expenditure. As a condition of this Agreement, within forty-five (45) days from completion of work, Business Owner shall provide the EDC with a copy of proof of paid receipt(s) and/or paid invoices, demonstrating the use of the grant funds provided in ~~paragraph 1.1. a.~~ Benchmark 1.

1.3. No Assumption. By executing this Agreement, the EDC assumes no obligation, duty, or other responsibility with regard to any duty, right, obligation, liability, or responsibility associated with the 218 Fowlkes Project for which Business Owner is responsible, nor does the EDC assume any legal liability for any action,

duty, right, obligation, or responsibility of Business Owner or its successors or assigns by virtue of the execution of this Agreement.

1.4. Completion. This Agreement shall be deemed complete upon (1) the EDC tendering its grant to Business Owner, or upon Business Owner's request, tendering the grant to a third-party on behalf of Business Owner, and (2) Business Owner tendering to the EDC copies of receipts and/or paid invoices demonstrating the use of the grant for expenditures relating to the façade, sign, and other associated expenses to promote new and expanded business development of the 218 Fowlkes Project; (3) Once the Business Owner has received and passed final inspection for associated façade~~, Americans with Disabilities Act,~~ and signage improvements from the City of Sealy, Texas. (4) Business owner retaining two (2) full-time employees for twelve (12) months from project completion. (5) Business remaining open and operating at the property located at 218 Fowlkes Street for twenty-four (24) months from the date of project completion.

1.5. Default and recapture. Business Owner's failure to satisfy Benchmark 1, Benchmark 2, or the completion terms of Section 1.4, shall place Business Owner in default under this Agreement. Upon default, Business Owner shall tender a refund to the EDC within thirty (30) days of the EDC sending a written demand for repayment and recapture. Business Owner shall refund to the EDC any and all grant funds and reimburse EDC for all attorneys' fees and costs which may be incurred as a result of any legal action required to seek reimbursement of all grant funding received by Business Owner. In the event that an amendment to the executed agreement is requested by Business Owner, any legal fees which may be incurred as a result of any legal action required to amend the performance agreement may be the responsibility of Business Owner.

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

1.7. Undocumented Workers. Business Owner certifies that it does not and will not knowingly employ undocumented workers, defined as an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. Business Owner must agree that if, after receiving grant funds, if business owner is convicted of a violation under 8 U.S.C. Section 1324a(f), Business Owner shall repay the amount of the grant funds with interest, at the compounded rate of 12% per annum, or the maximum allowed by law, within 120 days after the
EDC demands payment and notifies Business Owner of the violation. EDC shall have the authority to bring a civil action to recover any amount that the Business Owner must repay the EDC under this provision, and in such action may recover court costs and reasonable attorney fees.

AGREED AND ACCEPTED:

Sealy Economic Development Corp.

_____

By: _____

Its: President

Date: _____

AGREED AND ACCEPTED:

Business Owner, **SHANGRILA BARAH INC., DOING BUSINESS AS BIG 99 CENT & GIFT SHOP**

_____

By: _____

Date: _____

Exhibit A to the Performance Agreement

SEALY·EDC
TEXAS.USA

Historic District and Business Improvement Grant

APPLICATION

EXHIBIT "A"

Adopted on September 7, 2021

version 09.07.21

Sealy Economic Development Corporation

4B Sales Tax Corporation

Funding Application for Sealy Historic District and Business Improvement Grant Program

APPLICATION

1. CHOOSE One Project Status:

☐ New Business ☒ Expanding Business ☐ Vacant Building

2. Indicate Jobs Created or Retained:

If existing, current number of full-time employees: 2

If existing, number of full-time on-site jobs to be created: 1

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

3. Complete ALL applicant information:

Company Name: Shangrila Barah Inc dba Big 99 Cent & Gift Store

Registered Name/DBA, if different from Company Name:
Big 99 Cent & Gift Store

If the Company Name and Registered Name/DBA are different, which of the names will be identified on the W-9 for check payable funding purposes?
Shangrila Barah Inc

Physical Address: 218 Fowlkes Street Sealy TX 77474

Mailing Address: Same as physical address ✓

€ Different, as listed:

Primary contact name: Balkrishna Baniya

Primary contact Email address: mebaniya@gmail.com

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

€ Office: _____ Cell: 832-638- . . .

4. Indicate the Building Owner:

€ Applicant ✓

€ Other: COMPLETE THE BUILDING OWNER INFORMATION

Name(S): BARAH DEV LLC

Address: . . . . . y, TX 77494

Mailing Address: _____, TX 77494

Phone numbers: 713-366

Email(s): . . . apa1@gmail.com

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

5. Choose company status:

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

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

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

* *To be verified by SEDC*

Business Tax ID Number: 320[illegible]
Filing Number: 802
Federal Employer ID: 81-1[illegible]
Sales Tax Certificate Number: 3-20596-
Sales Tax Certificate address matches physical address of business in the city limits?
☑ YES ☐ NO

7. Indicate TYPE OF REIMBURSEMENT GRANT requested:

☑ **Historic District Façade Improvement** (*matching grant maximum $10,000.00*)
☐ **Main Thoroughfare Business Façade Improvement** (*matching grant maximum $10,000.00*)
☑ **Sign Improvement** for businesses located in the Historic District and Main Thoroughfares in Sealy's city limits (*matching grant maximum $1,500.00*)
☐ **ADA Compliance Improvement** *(matching grant maximum $1,000.00)*

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

_____

☐ *Check box if additional page(s) are attached for the project description*
☑ *Attach pictures, drawings, paint colors, and any supporting documents*
☑ *Attach current/" before" pictures*

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

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

☑ YES, Permit is required and will cost $_____

HAVE YOU ALREADY SECURED THE PERMIT?
☐ YES, it is attached
☑ NO, but will send to EDC upon receipt

☐ NO, Permit is not required

9. Total estimated cost of the described project, *including permit*:
$ $125,000.00

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

☐ €Bid #1 from: Stupa International LLC Amount: $ 60,550.00

☑ € Bid #2 from: KMS Construction LLC Amount: $68,790.00

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

☑ € Business owner $125,000.00 / 100 % of project total

☐ € Building owner $_____ / _____% of project total

☐ € Other: _____ $_____ / _____% of project total

☐ € SEDC $_____ / _____% of project total

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

☑ € NO

☐ € YES, Date: _____ Amount:

$_____

Describe the project that was funded: _____

_____

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

13. Self-Evaluate the Impact of your proposed project on the City of Sealy: Impact Standard & Criteria	Point Recommendations	Awarded Points
Economic, Employment & Community Impact • Visually appealing and significant improvement in the attractiveness of the location and the level of blight or deterioration removed; eliminates property maintenance code violations or eliminates nuisances resulting in expanded business and customer base. Unique and new design elements of the façade and/or sign project that gives a fresh and updated look to attract attention to the business and area or Mitigates health & safety issues	10	
• Improvement project generates economic growth & opportunity, new or expanded business opportunity to generate more sales tax or the promotion thereof	10	

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

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

Signature of Applicant (s) — Date: 09/01/2026

Signature of Building Owner(s) — Date: 09/01/2026

ST Initials of Building Owner(s)

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

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

version 09.07.21

WRITTEN CONSENT OF BUILDING OWNER TO ALLOW IMPROVEMENT PROJECT

Date: 09/01/2026

Building address: 218 Fowlkes Street Sealy TX 77474

Building owner name: Balkrishna Baniya

Building owner address: 218 Fowlkes Street Sealy TX 77474

RE: Business Name: Big 99 Cent & Gift Store

In compliance with the Sealy Economic Development Corporation's Historic District and Business Improvement Grant Policy & Guidelines, Section 4 (A) I, (Building owner name) Balkrishna Baniya, consent to allow improvement project of the site to the building address identified above, for the business identified above. I approve the work to be completed as identified in the application, pages 14-21 and with all attachments to the application which show the before and after pictures of proposed project.

Sincerely,

Signature of building owner

Please either email this completed form to kellis@ci.sealy.tx.us, or mail or deliver to:
Sealy Economic Development Corporation
313 Main Street, P.O. Box 517
Sealy, Texas 77474

BID CODE:
SD- SEALY218

Stupa International, LLC

6301 Richmond Avenue, Suite 201, Houston, TX 77057

Contact: 713-359-6714

Email: prakash@stupaintl.com

Pricing Proposal

Sealy Junction Renovation

PROJECT ADDRESS: 218 Fowlkes Street, Sealy, Texas 77474

PREPARED FOR: Mr. Balkrishna Baniya

PROJECT SCOPE

Exterior improvement estimate based on the proposed Sealy Junction rendering and owner instructions. Existing stucco remains and receives paint only. Existing canopy structure remains; canopy fascia is painted, and new Fiber Cement Traditional Panel finish is installed under the canopy with black paint and recessed LED lights. Existing front railing and columns remain and receive black paint only. Completed new glass storefront windows and entry door are included in the project valuation.

No.	Item / Scope	Description / Work Included	Estimated Cost
1	Existing Stucco Facade – Paint Only	Surface preparation, minor patching, primer as needed and exterior finish paint. No new stucco.	$4,500.00
2	Existing Canopy Fascia – Paint Only	Prepare and apply black exterior paint to existing canopy fascia/face. Existing structure remains.	$1,800.00
3	Fiber Cement Traditional Panels – Canopy Soffit	Supply and install exterior-grade fiber cement traditional panels under existing canopy; black finish.	$6,500.00
4	Recessed LED Canopy Lighting	Commercial recessed LED fixtures and installation allowance under canopy.	$2,000.00
5	Existing Front Columns – Black Paint	Prepare and paint four existing plain square porch/support columns black; no decorative wrap.	$1,500.00
6	Existing Front Railing – Black Paint	Prepare and repaint existing front railing black; railing remains in place.	$750.00
7	Completed New Glass Storefront Windows	Completed aluminum-framed storefront glazing/windows; material and installation valuation allowance.	$13,500.00
8	Completed New Glass Entry Door	Completed commercial aluminum/glass entry door with frame, hardware and installation valuation allowance.	$3,500.00
9	Lower Facade Stone Veneer / Finish	Material and installation allowance for lower storefront stone finish shown in proposed rendering.	$6,000.00
10	Exterior Facade / Canopy LED Accent Lighting	Linear/accent LED lighting allowance at upper facade/canopy as depicted in rendering.	$2,500.00
11	Sealy Junction Business Signage	Fabrication and installation allowance for proposed exterior business identification sign.	$15,500.00
12	Exterior Miscellaneous / Sealants / Touch-Up	Fasteners, caulking, sealants, masking, minor trim repairs, cleanup and related exterior finish work.	$2,500.00
	Total		**$60,550.00**

BUILDING TEAM AND SUB-CONTRACTOR

Stupa Intl. is an intrinsically motivated team of construction professionals, committed to ensuring the highest level of client satisfaction by delivering technically robust and aesthetically beautiful residential and commercial build outs with highly optimized pricing. We are committed to minimizing the client's expenses at all possible corners by utilizing value engineering in every detailed activity of the project.

Besides using a highly rated trade and subcontractor base with assurance in quality of the material used, the following team members will be used in your valued project.

- **Prakash Adhikari** — Will plan, control, execute the project.
- **Carlos Gonzalez** — Project Manager (Supply chain, trade base management and scheduling of the project).

PRICING PROPOSAL

Description of Work Estimated Cost
1 Restroom Renovation
2 New Walk-In Cooler - equipment and installation
3 Coffee & Fountain Counter top / Service Area
4 New Tile & Flooring
5 New Checkout Counter
6 Interior & Exterior Painting
7 New Glass Storefront - windows and entry improvements
8 New Business Signage
9 Other Miscellaneous Renovation & Installation

TOTAL ESTIMATED PROJECT COST $120,000.00

SCOPE OF WORK

The proposed project consists of renovation and modernization of the existing retail space at 218 Fowlkes Street for Sealy Junction. Work includes restroom improvements, installation of a new walk-in beverage cooler, coffee/fountain service counter, tile and flooring, checkout counter, interior and exterior painting, new glass storefront improvements, new business signage, and miscellaneous related renovation and installation work.

BUILDING TEAM AND SUB-CONTRACTOR

Stupa Intl. is an intrinsically motivated team of construction professionals, committed to ensuring the highest level of client satisfaction by delivering technically robust and aesthetically beautiful residential and commercial build outs with highly optimized pricing. We are committed to minimizing the client's expenses at all possible corners by utilizing value engineering in every detailed activity of the project.

Besides using a highly rated trade and subcontractor base with assurance in quality of the material used, the following team members will be used in your valued project.

- **Prakash Adhikari**
  Will plan, control, execute the project.
- **Carlos Gonzalez**
  Project Manager (Supply chain, trade base management and scheduling of the project).

Payment: 50% of the total order should be the advance and remaining once the work is complete.

For Client:

I understand and accept the terms and clauses mentioned above for the above-mentioned Job.

NAME:

SIGNATURE:

DATE:

For Stupa International:

NAME:

SIGNATURE:

DATE:

KMS CONSTRUCTION LLC
COMMERCIAL • RENOVATION • CONSTRUCTION

9103 Spelman Rd, Houston, TX
832-907-7411

PROJECT QUOTATION | SEALY JUNCTION RENOVATION

Exterior Facade & Storefront Improvements

DATE	September 18, 2026	PREPARED FOR	Mr. Balkrishna Baniya
PROJECT ADDRESS	218 Fowlkes Street, Sealy, TX 77474	PREPARED BY	KMS Construction LLC

NO.	SCOPE OF WORK / INCLUDED	ESTIMATE
1	**Existing Stucco Facade - Paint Only** — Prep, minor patching, primer as needed and exterior finish paint; no new stucco.	$5,147.35
2	**Existing Canopy Fascia - Paint Only** — Prepare and apply black exterior paint; existing canopy structure remains.	$2,083.70
3	**Fiber Cement Panels - Canopy Soffit** — Supply/install exterior-grade traditional fiber cement panels under canopy; black finish.	$7,438.65
4	**Recessed LED Canopy Lighting** — Commercial recessed LED fixtures and installation allowance under canopy.	$2,267.80
5	**Existing Front Columns - Black Paint** — Prepare and paint four existing square support columns black; no decorative wrap.	$1,720.45
6	**Existing Front Railing - Black Paint** — Prepare and repaint existing front railing black; railing remains in place.	$673.25
7	**Completed New Glass Storefront Windows** — Completed aluminum-framed storefront glazing/windows; material and installation valuation.	$15,384.90
8	**Completed New Glass Entry Door** — Completed commercial aluminum/glass entry door with frame, hardware and installation.	$4,036.75
9	**Lower Facade Stone Veneer / Finish** — Material and installation allowance for lower storefront stone finish.	$6,847.60
10	**Exterior Facade / Canopy LED Accent Lighting** — Linear/accent LED lighting allowance at upper facade/canopy.	$2,693.40
11	**Sealy Junction Business Signage** — Fabrication and installation allowance for exterior business identification signage.	$17,562.05
12	**Exterior Misc. / Sealants / Touch-Up** — Fasteners, caulking, sealants, masking, minor trim repairs, cleanup and finish work.	$2,525.30
	TOTAL CONTRACT VALUE	**$68,790.00**

SCOPE & CONDITIONS

Pricing is based on the renovation scope above and proposed exterior design. Existing stucco, canopy structure, columns and railing remain unless otherwise noted. Storefront windows and entry door are completed work included in the project valuation. Concealed structural damage, major substrate replacement, permitting/engineering fees, utility relocation, or work outside this scope requires separate written authorization.

ACCEPTANCE / AUTHORIZATION

By signing below, Mr. Balkrishna Baniya accepts this quotation and authorizes KMS Construction LLC to proceed with the scope described above.

ACCEPTED BY	SIGNATURE	DATE
Mr. Balkrishna Baniya		

SIGN TYPE:
Wall Mounted Internally Illuminated
Cabinet / Panel Sign

SEALY JUNCTION – WALL SIGN

218 Fowlkes Street, Sealy, Texas



SIDE VIEW



SCALE: 3/4" = 1'-0"

BUILDING ELEVATION (PROPOSED)



SCALE: 1/4" = 1'-0"

SIGN SPECIFICATIONS	
Overall Width:	15'-0" (180")
Overall Height:	4'-6" (54")
Overall Depth:	4" – 6" (Approx.)
Sign Area:	67.5 Sq. Ft. (Based on bounding rectangle)
Main Letter Height "SEALY JUNCTION":	24" – 28" (Approx.)
Secondary Text Height "BEER - SNACK - SODA - ATM":	8" – 10" (Approx.)
Tagline Text Height "YOUR HOMETOWN STOP":	5" – 6" (Approx.)
Construction:	Aluminum Cabinet / Panel with Routed Face & Vinyl
Illumination:	Internal LED Illumination or Halo Backlighting
Mounting:	Flush Mounted to Wall with Mechanical Anchors
Electrical:	120V, UL Listed Components (By Licensed Electrician)

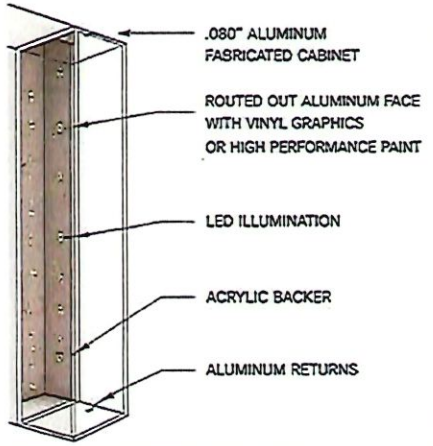
COLORS

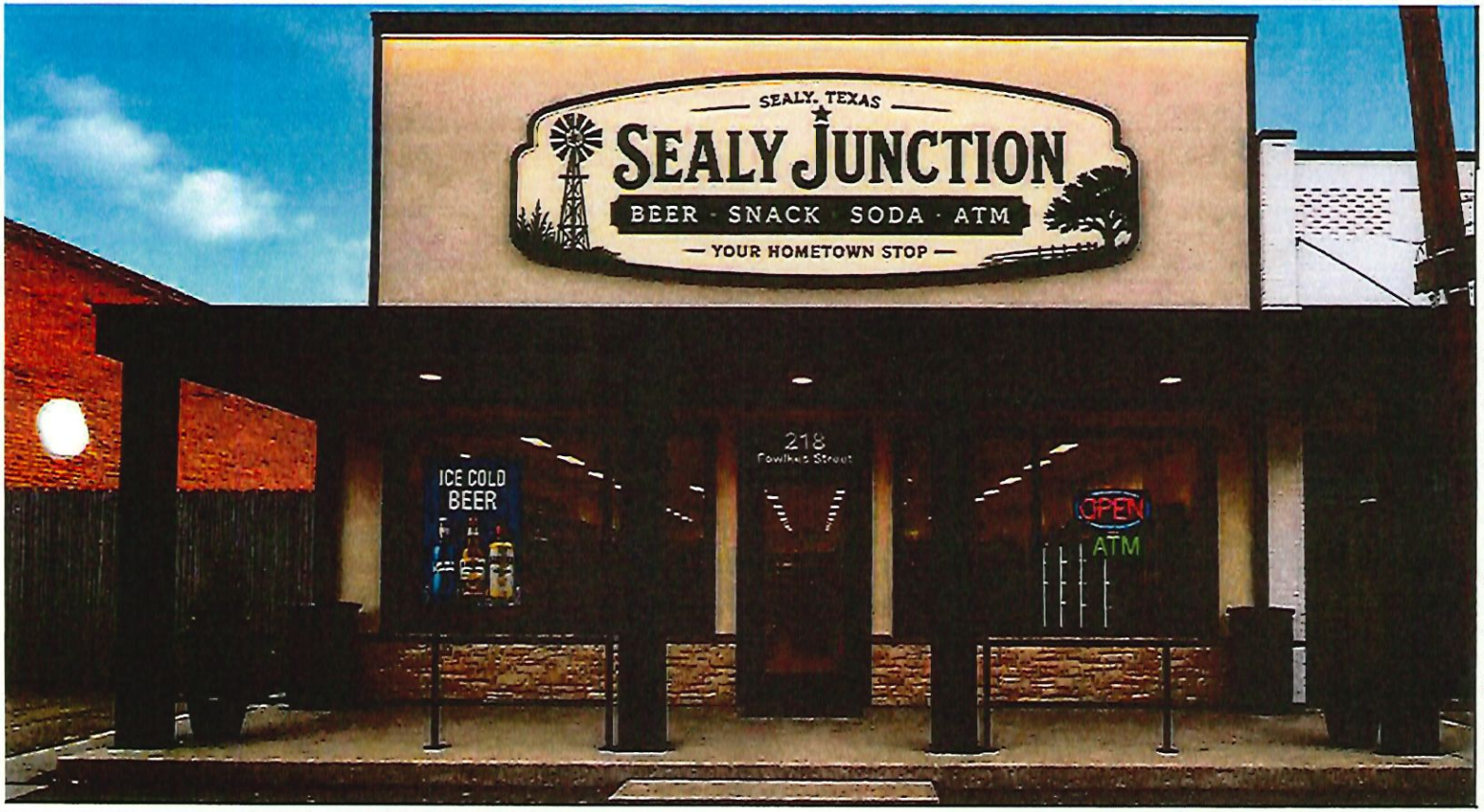
- DARK FOREST GREEN (PMS 3435 C)
- MUTED GOLD / TAN (PMS 4655 C)
- WARM CREAM / IVORY (PMS 7499 C)

NOTES

1. Contractor to field verify all dimensions prior to fabrication.
2. Sign to be installed in accordance with City of Sealy Sign Ordinance.
3. Electrical service by others.
4. All materials and illumination subject to City approval.

SIGN CONSTRUCTION DETAIL





SIGN SPECIFICATIONS	
Sign Type:	Wall Mounted Internally Illuminated Cabinet / Panel Sign
Business Name:	SEALY JUNCTION
Location:	218 Fowlkes Street Sealy, Texas
Overall Width:	15'-0" (180")
Overall Height:	4'-6" (54")
Overall Depth:	4" – 6" (Approx.)
Sign Area:	67.5 Sq. Ft. (Based on bounding rectangle)
Main Letter Height "SEALY JUNCTION":	24" – 28" (Approx.)
Secondary Text Height "BEER · SNACK · SODA · ATM":	8" – 10" (Approx.)
Tagline Text Height "YOUR HOMETOWN STOP":	5" – 6" (Approx.)
Construction:	Aluminum Cabinet / Panel with Routed Face & Vinyl
Illumination:	Internal LED Illumination or Halo Backlighting
Mounting:	Flush Mounted to Wall with Mechanical Anchors
Electrical:	120V, UL Listed Components (By Licensed Electrician)

SIGN SKETCH WITH DIMENSIONS (FRONT VIEW)



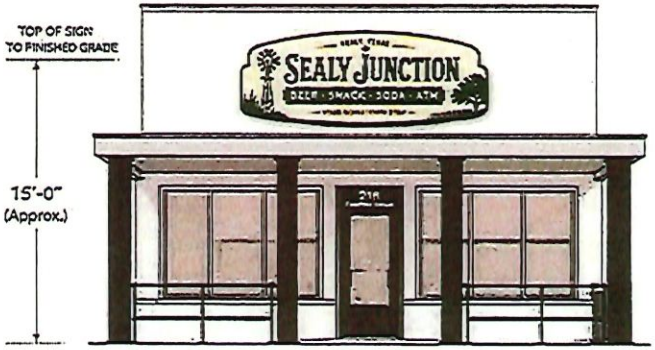
OVERALL SIGN AREA: 67.5 SQ. FT.
(BASED ON BOUNDING RECTANGLE)

SIDE VIEW



SCALE: 3/4" = 1'-0"

BUILDING ELEVATION (FRONT VIEW)



SCALE: 1/8" = 1'-0"

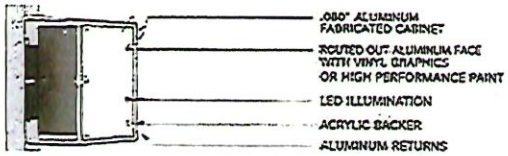
COLORS

- DARK FOREST GREEN (PMS 3435 C)
- MUTED GOLD / TAN (PMS 4655 C)
- WARM CREAM / IVORY (PMS 7499 C)

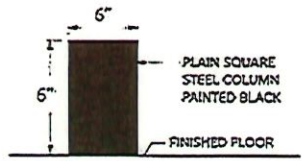
NOTES

1. Contractor to field verify all dimensions prior to fabrication.
2. Sign to be installed in accordance with City of Sealy Sign Ordinance.
3. Electrical service by others.
4. All materials and illumination subject to City approval.

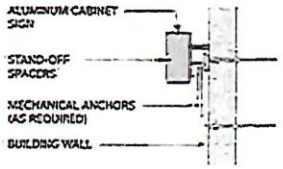
SIGN CONSTRUCTION DETAIL (TYP.)

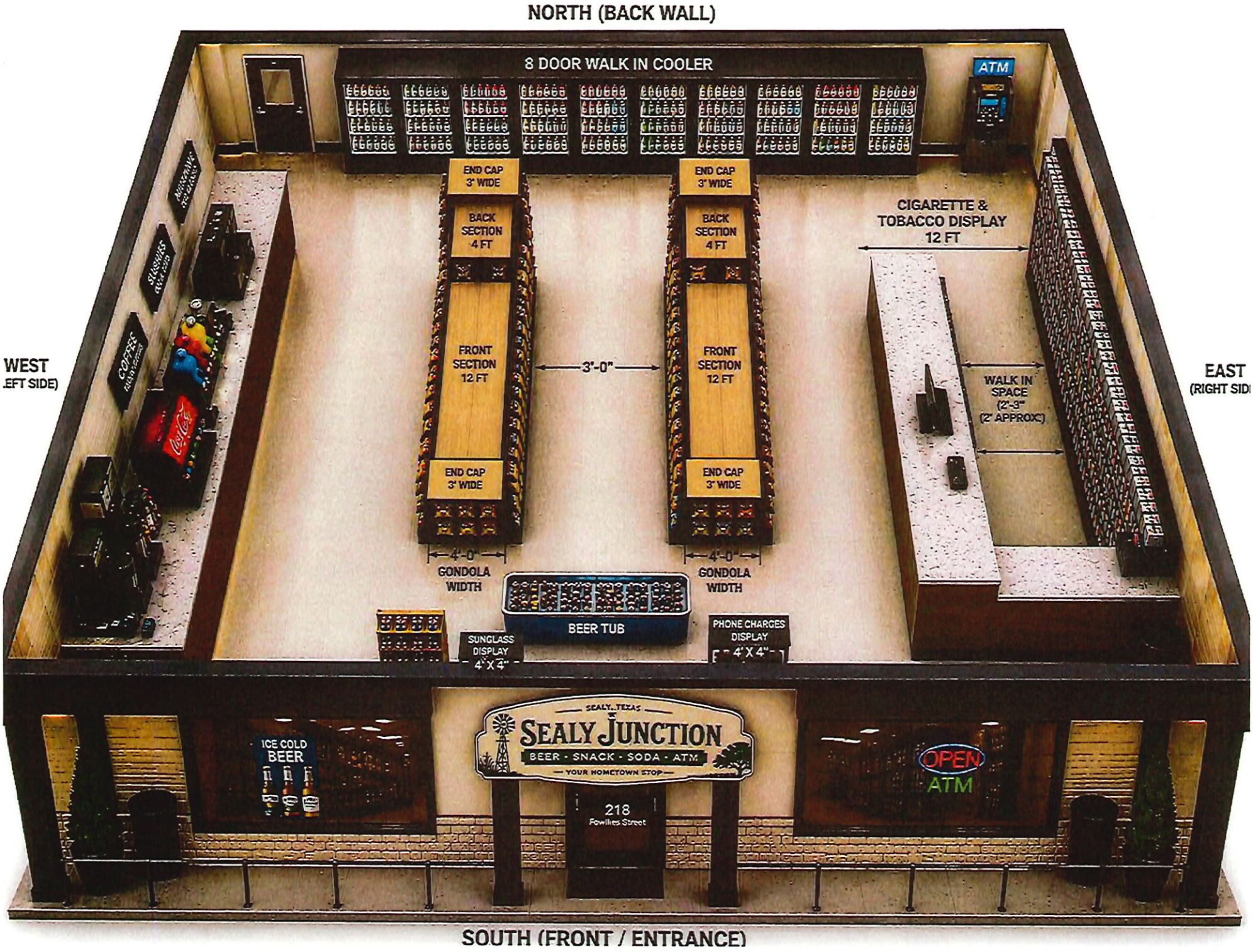


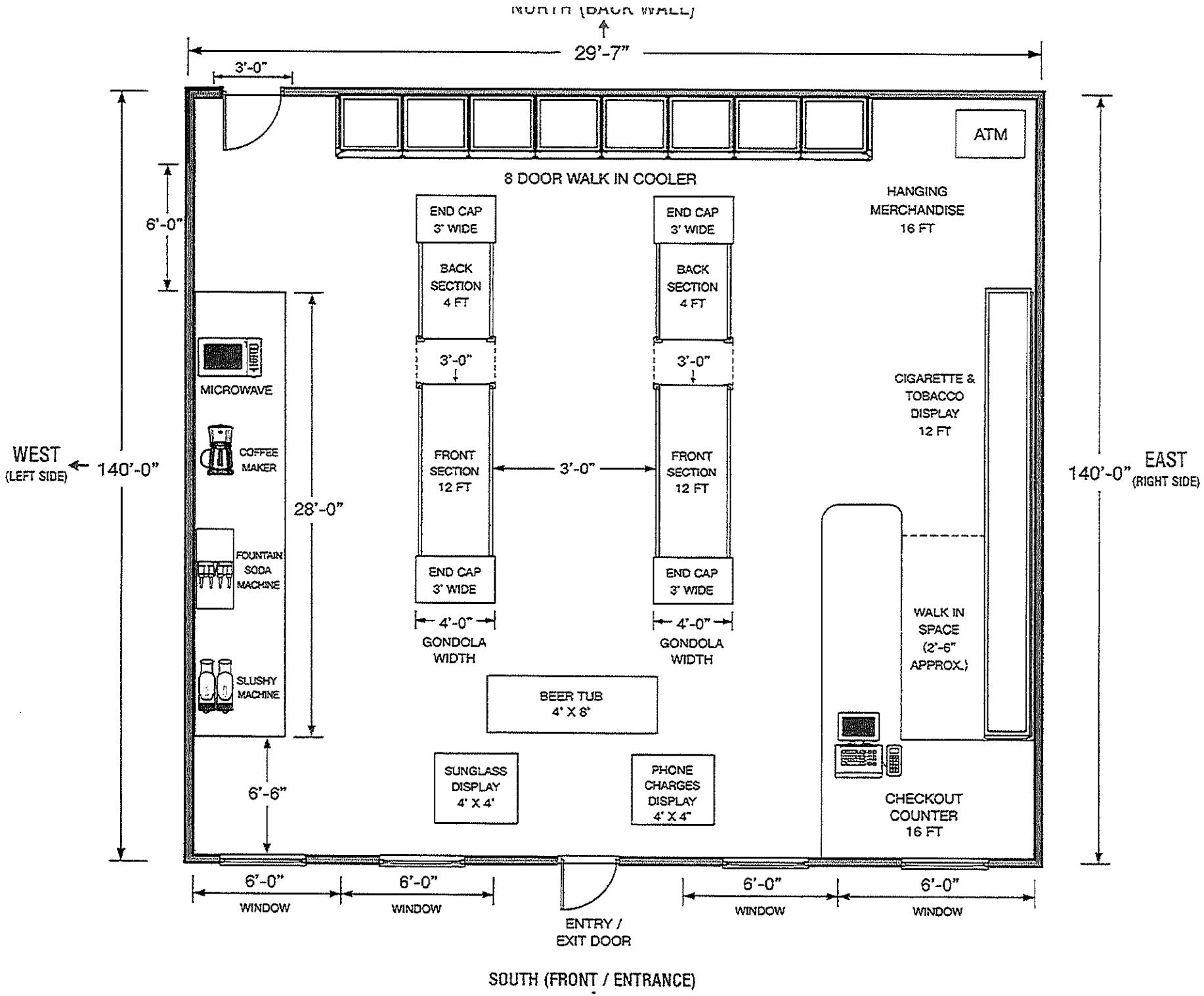
COLUMN DETAIL (FRONT)



MOUNTING DETAIL (TYP.)




NORTH (BACK WALL)
8 DOOR WALK IN COOLER
ATM
END CAP 3' WIDE
BACK SECTION 4 FT
FRONT SECTION 12 FT
3'-0"
END CAP 3' WIDE
BACK SECTION 4 FT
FRONT SECTION 12 FT
END CAP 3' WIDE
END CAP 3' WIDE
CIGARETTE & TOBACCO DISPLAY 12 FT
WALK IN SPACE (2'-3" (2' APPROX)
WEST
(LEFT SIDE)
EAST
(RIGHT SIDE)
4'-0" GONDOLA WIDTH
4'-0" GONDOLA WIDTH
BEER TUB
SUNGLASS DISPLAY 4'X4"
PHONE CHARGES DISPLAY 4'X4"
ICE COLD BEER
SEALY, TEXAS
SEALY JUNCTION
BEER · SNACK · SODA · ATM
YOUR HOMETOWN STOP
218
Fowlkes Street
OPEN
ATM
SOUTH (FRONT / ENTRANCE)


NORTH (BACK WALL)
29'-7"
3'-0"
ATM
8 DOOR WALK IN COOLER
6'-0"
END CAP 3' WIDE
BACK SECTION 4 FT
3'-0"
FRONT SECTION 12 FT
END CAP 3' WIDE
4'-0" GONDOLA WIDTH
HANGING MERCHANDISE 16 FT
CIGARETTE & TOBACCO DISPLAY 12 FT
WALK IN SPACE (2'-6" APPROX.)
MICROWAVE
COFFEE MAKER
FOUNTAIN SODA MACHINE
SLUSHY MACHINE
28'-0"
WEST (LEFT SIDE)
140'-0"
EAST (RIGHT SIDE)
BEER TUB 4' X 6'
SUNGLASS DISPLAY 4' X 4'
PHONE CHARGES DISPLAY 4' X 4'
CHECKOUT COUNTER 16 FT
6'-6"
6'-0" WINDOW
ENTRY / EXIT DOOR
SOUTH (FRONT / ENTRANCE)

SEALY JUNCTION

218 Fowlkes Street | Sealy, Texas

ESTIMATED PROJECT COST

For City Permit / Construction Valuation Purposes

Project: Sealy Junction Renovation	**Prepared For:** City of Sealy
Property: 218 Fowlkes Street, Sealy, Texas	**Document:** Preliminary Cost Estimate

#	Description of Work	Estimated Cost
1	Restroom Renovation	$5,000.00
2	New Walk-In Cooler - equipment and installation	$50,000.00
3	Coffee & Fountain Countertop / Service Area	$5,000.00
4	New Tile & Flooring	$10,000.00
5	New Checkout Counter	$5,000.00
6	Interior & Exterior Painting	$10,000.00
7	New Glass Storefront - windows and entry improvements	$15,000.00
8	New Business Signage	$12,500.00
9	Other Miscellaneous Renovation & Installation Work	$10,000.00
	TOTAL ESTIMATED PROJECT COST	**$122,500.00**

SCOPE OF WORK

The proposed project consists of renovation and modernization of the existing retail space at 218 Fowlkes Street for Sealy Junction. Work includes restroom improvements, installation of a new walk-in beverage cooler, coffee/fountain service counter, tile and flooring, checkout counter, interior and exterior painting, new glass storefront improvements, new business signage, and miscellaneous related renovation and installation work.

ESTIMATED CONSTRUCTION / IMPROVEMENT VALUATION	**$122,500.00**

Estimate Statement: This estimate is provided for City permit and project valuation purposes. Amounts are preliminary estimates and may change based on final contractor pricing, material costs, field conditions, final plans, and applicable City requirements.

Prepared / Submitted By: _____

Date: 09/01/2026

version 09.07.21

• Provide Bids for Wiggle (1) Nov
• Phone follow up 9.9.26 - owner unable, Bal will provide requested information

Sealy Economic Development Corporation

4B Sales Tax Corporation

Funding Application for Sealy Historic District and Business Improvement Grant Program

APPLICANT CHECKLIST:

☑ Ensure that NO WORK HAS BEGUN on the project, nor will it begin during the process of approval

☑ If Building Owner is different from Business Owner, ensure that the Building Owner has authorized this project by proof of a SIGNED LETTER OF AUTHORIZATION that must be attached to the Application at the time it is submitted to the SEDC for consideration

☑ Attach Proof of Ownership of the Building *(current paid receipts from Austin County Appraisal District OR Copy of Title/Deed)*

☑ Attach Proof of Ownership of the Business *(Articles of Incorporation)*

☑ Ensure that ALL Eligibility Requirements are met per No. 6., page 17

☐ Attach Proof of Sales Tax Certificate registered to physical location of business F/U 9.9.26

☑ Ensure that you have called the City of Sealy Building Permit Department and determined if the project requires permit(s) and you've completed the cost information on No. 8, page 18

☐ A minimum of two (2) bids are attached for Façade Improvement Grants F/U 9.9.26

☑ Ensure that it has been at least five (5) years since the SEDC has funded a grant project at the address of the business/building

☑ A complete description is included/attached to your application that show the visual, economic and community impacts the project will have on the area and to Sealy, noting any historical significance of the site

☑ Before and after pictures are part of the description, include any historical photos of the site or supporting pictures of the design

☑ Colors are identified and selected from approved color palettes if the project is in the Historic District

☑ Ensure that you will be able to complete the project for a new or expanded business within six (6) months of approval; or a vacant building project to prepare for sale or lease within twelve (12) months of approval

N/A ☐ Vacant buildings that are being improved to be available for lease will be open for business and in operation, generally, within 12 months from grant approval by the SEDC and City Council.

☑ Ensure that new or expanded business will create and/or retain full-time on-site employment at the project site

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

once approved/KS

ITEM #2

CITY COUNCIL AGENDA ITEM: Discussion and possible action on the first reading of a resolution for a performance agreement between the Sealy Economic Development Corporation and Hardman Signs, L.P., for an amount not to exceed $100,000.

MEETING DATES: October 6 and October 20, 2026

STAFF REPORT

DESCRIPTION

The Sealy Economic Development Corporation (SEDC) requests City Council approval of funding for the Hardman Signs, L.P. Project Align facility. The proposed performance agreement reimburses 50% of actual eligible City building permit, inspection, water tap, and sewer tap fees paid by the company, with an aggregate cap of $100,000. The SEDC Board approved the performance agreement on September 22, 2026. Council is scheduled to consider the funding resolution on first reading tonight and second reading October 20, followed by approval of the performance agreement on October 20 after the second reading.

ANALYSIS

Hardman Signs, L.P. proposes an approximately 130,000 square foot manufacturing facility at 2465 Outlet Center Drive. The draft agreement requires a minimum $25 million capital investment by December 31, 2028. The September 22 public hearing notice described Project Align and proposed permitting and tap fee incentives not to exceed $100,000.

Under the draft, the company must pay eligible fees, complete applicable inspections, obtain City acceptance of the included water and sewer taps, and obtain a Certificate of Occupancy before requesting reimbursement. SEDC would verify the costs and make an approved payment within 45 days of a complete request, subject to required approvals. Any City tax abatement is separate.

FINANCIAL IMPACT

Estimated eligible fees total $198,753: approximately $126,843 in building permit and inspection fees and $71,910 in water and sewer tap fees. Fifty percent of the estimate equals $99,376.50. Actual reimbursement will be based on paid and verified eligible fees and will not exceed $100,000. Based on the construction schedule, the fees will not be repaid by the SEDC until Fiscal Year 2027-2028 and will be budgeted accordingly.

RECOMMENDATION

SEDC staff recommends approval of the project funding resolution on first reading.

RESOLUTION NO. 2026-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEALY, TEXAS, APPROVING THE SEALY ECONOMIC DEVELOPMENT CORPORATION PROJECT ALIGN EXPENDITURE FOR HARDMAN SIGNS, L.P., IN AN AMOUNT NOT TO EXCEED $100,000.00 TO PROMOTE NEW OR EXPANDED BUSINESS DEVELOPMENT; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Sealy Economic Development Corporation (SEDC) is a Type B development corporation of the City of Sealy, Texas; and

WHEREAS, Hardman Signs, L.P. proposes to construct and equip an approximately 130,000-square-foot manufacturing facility at 2465 Outlet Center Drive in Sealy, known as Project Align, and has committed in the proposed performance agreement to make a minimum capital investment of $25,000,000 by December 31, 2028; and

WHEREAS, on September 22, 2026, the SEDC Board approved a performance agreement with Hardman Signs, L.P. for reimbursement of fifty percent (50%) of eligible City building permit, inspection, water tap, and sewer tap fees paid for the Project, excluding impact fees and other ineligible charges, in an amount not to exceed $100,000.00; and

WHEREAS, SEDC held a public hearing on the proposed Project and expenditure of funds on September 22, 2026; and

WHEREAS, Texas Local Government Code Section 505.158(b) requires City Council authorization by resolution after at least two separate readings for a project under that section requiring an expenditure greater than $10,000.00; and

WHEREAS, the City Council desires to authorize the Project and SEDC expenditure, subject to the conditions set forth herein;

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

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

SECTION 2. Pursuant to Texas Local Government Code Section 505.158(b), the City Council hereby approves and authorizes SEDC to undertake Project Align for Hardman Signs, L.P. to promote new or expanded business development. The approved SEDC expenditure is limited to fifty percent (50%) of actual, paid, and verified eligible City building permit, inspection, water tap, and sewer tap fees, not to exceed $100,000.00 in the aggregate.

SECTION 3. A direct incentive to Hardman Signs, L.P. shall be governed by a performance agreement between SEDC and Hardman Signs, L.P. satisfying Texas Local Government Code Section 501.158. City Council consideration of that agreement is a separate action after the second reading of this Resolution. SEDC shall not disburse funds until the agreement is duly approved and executed, the applicable notice and petition requirements of Texas Local Government Code Section 505.160 have been satisfied, and the Company has met the agreement's conditions for payment. The SEDC expenditure shall be budgeted in the applicable fiscal year.

SECTION 4. This Resolution authorizes only the SEDC Project expenditure stated herein. It does not make the City a party to the SEDC performance agreement, obligate City general funds, or approve a City tax abatement. Any increase above the $100,000.00 maximum or material change to the authorized Project requires such further approvals as law may require.

SECTION 5. All resolutions and parts of resolutions of the City of Sealy inconsistent or in conflict with this Resolution are hereby repealed to the extent of the inconsistency or conflict.

SECTION 6. If any section, paragraph, clause, provision, or part of this Resolution is held invalid or unconstitutional by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. The City Council declares that it would have adopted this Resolution without the invalid provision.

SECTION 7. This Resolution shall be in full force and effect upon passage and approval after its second reading on October 20, 2026, subject to the conditions in SECTION 3.

FIRST READING on the 6th day of October 2026.

PASSED AND APPROVED on second reading this 20th day of October 2026.

CITY OF SEALY, TEXAS

_____

Mayor

ATTEST:

_____

City Secretary

AN ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT BETWEEN

THE SEALY ECONOMIC DEVELOPMENT CORPORATION

AND

HARDMAN SIGNS, L.P.

STATE OF TEXAS

COUNTY OF AUSTIN

This Economic Development Performance Agreement ("Agreement") is entered into as of _____, 2026 (the "Effective Date"), by and between the Sealy Economic Development Corporation, a Texas Type B economic development corporation ("SEDC"), and Hardman Signs, L.P. ("Company").

RECITALS

WHEREAS, SEDC is authorized under Chapter 505 of the Texas Local Government Code to undertake qualifying economic development projects, including projects authorized by Section 505.158 that promote new or expanded business development;

WHEREAS, Section 505.158 requires SEDC to enter into a performance agreement before providing a direct incentive to a business enterprise and requires the agreement to include a schedule of jobs and capital investment and repayment terms for failure to meet the performance requirements;

WHEREAS, Company proposes to develop and operate the Hardman Signs / Project Align facility in Sealy, Texas (the "Project") and has represented that it will make at least $25,000,000 in capital investment by December 31, 2028, and meet the employment and wage commitments stated in this Agreement;

WHEREAS, eligible City of Sealy development fees for the Project are currently estimated at $198,753, and SEDC desires to reimburse fifty percent (50%) of actual eligible fees paid by Company, in an amount not to exceed $100,000; and

WHEREAS, payment is contingent on all approvals required by law, including SEDC Board and City Council authorization of the Project under Texas Local Government Code Section 505.158(b);

NOW, THEREFORE, for and in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

ARTICLE 1.

DEFINITIONS

1.1 "Eligible Fees" means actual City of Sealy building permit fees, inspection fees, water tap fees, and sewer tap fees paid by Company for the Project. Eligible Fees do not include impact fees, penalties, interest, late charges, or costs not directly attributable to the Project.

1.2 "Incentive" means the reimbursement provided by SEDC under Article 3, in an aggregate amount not to exceed $100,000.

1.3 "Project Site" means the Hardman Signs / Project Align site in Sealy, Austin County, Texas, as identified in Exhibit A.

1.4 **"Full-time Employee"** – for the purpose of this agreement, the term 'full-time' is defined as employment whereby a person works a minimum of thirty (30) working hours per week at the Project.

1.5 "**Undocumented Worker**" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States.

ARTICLE 2.

COMPANY'S PERFORMANCE OBLIGATIONS

2.1 Capital Investment. Company shall make at least $25,000,000 in capital investment in the Project by December 31, 2028. The current anticipated investment includes approximately $20,400,000 in building construction and $4,600,000 in machinery and equipment; the enforceable minimum is the $25,000,000 aggregate investment.

2.2 Project Completion and Eligible Fees. Before requesting the Incentive, Company shall: (a) pay the Eligible Fees; (b) complete applicable building inspections; (c) obtain City inspection and acceptance of the water and sewer taps included in the reimbursement request; (d) obtain a Certificate of Occupancy for Project improvements; and (e) provide proof of the required capital investment.

2.3 Verification. Company shall provide SEDC with reasonable documentation necessary to verify reimbursement of Eligible Fees, acceptance by the City and capital investment.

2.4 As consideration for the SEDC incentive, the Company shall create and maintain a minimum of 206 full-time employees associated with the Project during Year 1—by December 31, 2028, and the average annual wage shall be 110% of Austin County's average wage of $60,734, which is based on the BLS Occupational Employment Statistics Survey provided by Workforce Solutions. The Company shall provide full-time wages with an estimated average annual salary of $74,660.

In accordance with Tier 2 of the City's Tax Abatement Policy, the Applicant has agreed to 206 full-time employees by December 31, 2028. The Company will increase employment by a minimum of three (3) positions per year for years 2,3,4 and 5 of the Agreement to a minimum of 218 full-time employees by December 31, 2032, and the end of Year 5, according to the following performance schedule:

Table 1:

December 31 of each Year	Minimum Full-time Employee Count
Year 1 - 2028	206
Year 2 - 2029	209
Year 3 - 2030	212
Year 4 - 2031	215
Year 5 - 2032	218

2.5 The employees must be shown to be paid the greater of the average annual wage in Austin County or at least an average wage of $24 per hour or whichever is greater, by December 31st of the years 2028- 2032.

2.6 The Company must meet or exceed the annual job creation numbers in Table 1. To do so, the Company must provide records identifying employment numbers and pay in accordance with this agreement. The Company must

submit these records accompanied by an affidavit certifying employment numbers and work status in the United States and prove there are no Undocumented Workers.

2.7 The Company must provide documentation reasonably acceptable to the SEDC verifying compliance with the applicable employment requirements and establish appropriate repayment or recapture provisions if the Company fails to satisfy the agreed performance requirements.

ARTICLE 3.

SEDC'S OBLIGATION

3.1 Incentive Amount. Subject to Company satisfying this Agreement, SEDC shall reimburse Company fifty percent (50%) of actual Eligible Fees paid by Company, not to exceed $100,000 in the aggregate. Current estimated Eligible Fees are $198,753, consisting of approximately $126,843 in building permit and inspection fees and $71,910 in water and sewer tap fees; these amounts are estimates only.

3.2 Payment. Company may request payment after satisfying Section 2.1 and 2.2 and providing paid receipts or other City records verifying the Eligible Fees and capital investment. SEDC shall make the approved reimbursement within forty-five (45) days after receiving a complete request and confirming that Company is not in default and all legally required approvals have been completed.

3.3 Maximum Obligation. SEDC shall have no obligation to pay more than $100,000 under this Agreement unless the Agreement is amended in writing and all required approvals are obtained.

ARTICLE 4.

DEFAULT AND REPAYMENT

4.1 Default and Cure. Company is in default if it materially fails to satisfy a performance requirement in this Agreement, materially misrepresents information submitted to SEDC, or fails to provide required verification. Except for fraud or intentional material misrepresentation, SEDC shall give written notice of default and Company shall have thirty (30) days to cure, or to begin and diligently pursue cure if the default cannot reasonably be cured within thirty days.

4.2 Repayment. If a default remains uncured: for an annual employment or wage shortfall, Company shall repay the same percentage of the Incentive as the percentage by which the applicable jobs or wage requirement is deficient, using the greater deficiency if both apply. Any prior repayment for the same deficiency shall be credited.

4.3 Full Repayment. SEDC may require repayment of one hundred percent (100%) of the Incentive paid if Company obtained payment through fraud or intentional material misrepresentation, permanently ceases Project operations in Sealy before December 31, 2032, or relocates all Project operations outside Sealy substantially before that date, unless SEDC approves otherwise in writing.

4.4 Repayment Deadline. Any repayment due under this Article shall be paid to SEDC within thirty (30) days after written demand following expiration of the applicable cure period. SEDC may offset any undisputed amount due against any unpaid Incentive otherwise payable to Company, to the extent permitted by law.

ARTICLE 5.

GENERAL PROVISIONS

5.1 Term. This Agreement begins on the Effective Date and continues through successful documentation of completion and acceptance in accordance with 2.2 Project Completion and Eligible Fees and payment by the SEDC. Repayment and enforcement obligations survive termination to the extent necessary to give them effect.

5.2 Assignment. Company may not assign this Agreement or its right to receive the Incentive without SEDC's prior written consent and written assumption of the obligations by the assignee.

5.3 Separate Tax Abatement. This Agreement concerns only the SEDC Incentive. Any City of Sealy tax abatement for the Project is separate and requires separate approval and documentation.

5.4 Notices. Notices must be in writing and delivered personally by certified mail, nationally recognized overnight carrier, or email with confirmation of receipt to the addresses below, as later updated by written notice:

SEDC	**COMPANY**
Sealy Economic Development Corporation Attn: Executive Director 313 Main Street Sealy, Texas 77474 Email: _____	Hardman Signs, L.P. Attn: _____ _____ _____ Email: _____

5.5 Governing Law; Venue; Governmental Protections. Texas law governs this Agreement, and venue lies in Austin County, Texas. Nothing in this Agreement waives any governmental immunity, defense, or governmental, regulatory, or legislative authority available to SEDC or the City of Sealy under law.

5.6 Entire Agreement; Amendment; Waiver. This Agreement and Exhibit A constitute the entire agreement concerning the Incentive. Any amendment or waiver must be in writing and signed by the Party against whom it is enforced and approved as required by law. Failure to enforce a provision does not waive future enforcement.

5.7 Severability; Counterparts. If a provision is held invalid or unenforceable, the remaining provisions remain effective to the fullest extent permitted by law. This Agreement may be executed in counterparts and by electronic signature.

SIGNATURE PAGE

The Parties execute this Agreement effective as of the Effective Date stated above.

SEALY ECONOMIC DEVELOPMENT CORPORATION	HARDMAN SIGNS, L.P. / [LEGAL ENTITY NAME]
By: _____ Name: _____ Title: _____ Date: _____ ATTEST: By: _____ Name/Title: _____	By: _____ Name: _____ Title: _____ Date: _____

CITY OF SEALY AUTHORIZATION

The City Council of the City of Sealy authorized the Project as required by Texas Local Government Code Section 505.158(b) by Resolution No. _____ following at least two separate readings, with final action on _____, 2026. The City's acknowledgment documents statutory authorization and does not make the City a party to this Agreement.

CITY OF SEALY, TEXAS

By: _____

Name/Title: _____

Date: _____

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF AUSTIN §
This instrument was acknowledged before me on _____, 2026, by _____, _____ of the Sealy Economic Development Corporation, on behalf of the corporation.

_____
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF _____ §
This instrument was acknowledged before me on _____, 2026, by _____, _____ of Hardman Signs / [LEGAL ENTITY NAME], on behalf of the company.

_____
Notary Public, State of Texas

EXHIBIT A

PROJECT SITE AND PERFORMANCE SCHEDULE

Project Site: TRACT OR PARCEL LOCATED AT 2465 OUTLET CENTER DRIVE, CONTAINING 12.0682 ACRES OF LAND SITUATED IN THE SAN FELIPE DE AUSTIN TOWN TRACT, *A-5* IN AUSTIN COUNTY, TEXAS, SAID 12.0681 ACRE TRACT BEING THAT SAME TRACT DESCRIBED AS 12.069 ACRES OF LAND IN A DEED TO DAVID CRY AN TRUSTEE AS FILED FOR RECORD UNDER AUSTIN COUNTY CLERK'S FILE NO. 216517

Project Description: Construction and equipping of the Hardman Signs / Project Align business facility in Sealy, Texas, together with related site, utility, building, machinery, equipment, and other improvements included in the approved Project.

Capital Investment

Measurement Date	Required Investment	Notes
December 31, 2028	$25,000,000 minimum	Anticipated: approximately $20.4M for construction and $4.6M for machinery/equipment.

ITEM #3

Sealy, Texas

History of Excellence - Future of Progress

Council Meeting AGENDA ITEM: No.
Discussion and possible action regarding Texas Department of Public Safety, Driver License Division, TXCR Interlocal Cooperation Contract for final conviction reporting.

SUBMITTED BY: Fawn Mackey
MEETING DATE: 10/6/2026

STAFF REPORT

DESCRIPTION

The Texas Department of Public Safety, Driver License Division, is implementing a new web site to report convictions electronically. This will eliminate our current SFTP file submission process.

ANALYSIS

Effective 1-1-2027, conviction reporting must be submitted via the new TXCR web site. Courts are required to enter into this agreement to continue meeting final conviction reporting requirements by the State.

RECOMMENDATION

Staff recommends that City approve the attached Interlocal Cooperation Contract to not interupt submission requirements.

FINANCIAL IMPACTS

There are no costs associated with conviction reporting.

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512-424-2000
www.dps.texas.gov

RECEIVED
JUL 13 2026
MUNICIPAL COURT

FREEMAN F. MARTIN
COLONEL
WALT GOODSON
JASON C. TAYLOR
LIEUTENANT COLONELS

STEVEN P. MACH, CHAIRMAN
NELDA L. BLAIR
DAN HORD III
LARRY B. LONG
STEVEN H. STODGHILL

July 6, 2026

Dear Court Clerk,

The Texas Department of Public Safety, Driver License Division, is excited to announce the implementation of the web-based site for electronically reporting convictions, which we notified you about last year.

The new Texas Conviction Reporting (TXCR) interface eliminates paper processes and the current electronic file submission process. A "real-time" upload feature allows court users the ability to review successful submissions, prevent duplicate entries, and review rejected convictions. Users can correct and resubmit missing information for rejected convictions immediately.

Effective January 1st, 2027, all final convictions sent to the Department for processing must be submitted via TXCR. The submission of final convictions via the portal requires that a TXCR Interlocal Cooperation Contract be completed and submitted to the Department before using the new TXCR interface.

Please complete the enclosed TXCR Interlocal Cooperation Contract (ICC) for review, signature, and return. We have provided an instruction sheet to assist with the completion of the ICC.

We look forward to your participation and assistance with providing better service to all Texas courts. If you have any questions, you may contact Kathy Drye at Kathy.Drye@dps.texas.gov, or 512-424-2030, or Erica Blanco at Erica.Blanco@dps.texas.gov, or 512-424-7266.

Regards,

Manager
Enforcement and Compliance Service
Driver License Division

Texas Conviction Reporting (TXCR) Interlocal Cooperation Contract (ICC) Instructions

Contracting Parties and Authorities:

The Texas Department of Public Safety Driver's License Division has started the process of transitioning to the new Texas Conviction Reporting (TXCR) user interface for conviction submissions. As we transition from SFTP to TXCR all contracting parties and authorities that have not already submitted a new Interlocal Cooperation Contract (ICC) will be required to do so by December 31, 2026. It is very important that everyone completes the ICC correctly and the Conviction Reporting team is available to address any questions.

The ICC is a legal contract between the Contracting Parties/Authorities and the Department of Public Safety; therefore, no editing of the contract is permitted. Please see below for clarification of what needs to be included in the sections:

I. The "Contracting Parties and Authority" section includes the name of the court or authority entering into the contract and the city or county in which they reside.

II. VI. The "General Terms and Notice" section requires the person who is the point of contact for the court or authority to include their name, address, fax number, email address, and phone number.

III. VII. The "Certifications" section must be signed by a person authorized to enter into a contract. The authorized person must sign, include the authorized person's title, and the current date. If additional people are required to sign a contract, a separate sheet must be attached with the same information: the signature, the person's title, and the date.

IV. Email the completed contract to: data.submission@dps.texas.gov.

V. The point of contact will receive a copy of the signed contract and will then receive instructions on how to access and log in to the TXCR reporting site.

If additional information is needed, please email your questions to data.submission@dps.texas.gov.

Conviction Reporting

(512) 424-2031

INTERLOCAL COOPERATION CONTRACT

I. CONTRACTING PARTIES AND AUTHORITY

The Department of Public Safety (DPS) and the Sealy Municipal Court of Austin County [City or County] are contracting under the authority of Texas Government Code Chapter 791 (the Interlocal Cooperation Act).

DPS certifies that it has the authority to contract for the Texas Conviction Reporting (TXCR) application by the authority granted in Tex. Transp. Code Chapter 543, Subchapter C.

II. BACKGROUND AND PURPOSE

DPS is legislatively required to apply all court-reported convictions to a driver record within seven days of the final disposition of conviction. Texas courts send more than 180,000 conviction records monthly. To secure personally identifiable information (PII) of drivers who are convicted in Texas courts, DPS developed a secure web-based application for Texas courts to submit electronic convictions onto a Texas driver's record and eliminate mailed or unsecured upload of conviction records.

Furthermore, DPS and Federal Motor Carrier Safety Administration's (FMCSA) common goal is to ensure and improve public safety by reducing crashes, injuries, and fatalities involving Commercial Motor Vehicles (CMV). One of the components of this effort is the appropriate and timely reporting of moving violation convictions for Commercial Driver License (CDL) holders and operators of CMVs. For DPS to be successful in its endeavor to bolster the foundation and support the priorities of the CDL program, it must have the proper tools to accomplish these goals.

III. STATEMENT OF SERVICES

DPS responsibilities are as follows.

- Provide access to the TXCR over the internet from a publicly accessible site based on authorized access granted by DPS to Court reporting personnel.
- Ensure the TXCR site is secure and meets Criminal Justice Information System (CJIS) security requirements as defined by the Federal Bureau of Investigation (FBI).
- Allow submission of convictions individually using a web-form that matches the bulk file format for ease of entry. Bulk file format will be provided to Court.
- TXCR will validate conviction data prior to inclusion to the driver's record and if data cannot be validated, will reject the submission with an opportunity for Court to correct and resubmit.
- Provide historical reports for Court to assist with timely reporting, reducing rejects and ensuring accuracy of conviction reporting.
- Provide training to Court, and include training materials and procedures on the TXCR site for 24/7 access by Court.
- TXCR Contractor will assist Court users by providing a toll-free telephone number and email, Monday through Friday from 7:00am to 8:00pm, except holidays.

Court responsibilities are as follows.

- Do not share the TXCR site information with unauthorized persons.
- Have only two authorized court personnel with access to TXCR, unless additional personnel are authorized by DPS based on business need.
- Authorized users must use Multi-Factor Authentication (MFA) to access TXCR and will be required to download an application to a cell phone to receive the MFA code before access is granted.
- Must use TXCR to upload individual convictions using a web-form or bulk upload of convictions in a pre-defined format approved by DPS. Paper forms will not be accepted.
- Must notify DPS immediately upon termination or resignation of an authorized user to allow DPS disable the account and prevent unauthorized use of TXCR.
- Submit conviction reports to TXCR within seven days from the date of conviction in compliance with Tex. Transp. Code Chapter 543, Section 543.203.

IV. CONTRACT AMOUNT AND BASIS FOR CALCULATING COSTS

DPS will provide TXCR to Court at no cost.

V. TERM OF CONTRACT AND AMENDMENTS

This contract is effective on the date of execution and will not expire except upon written request of either party with 30 calendar days' written notice. This contract may only be amended by mutual written agreement of the parties.

Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

VI. GENERAL TERMS AND NOTICE

This Contract is governed by and construed under and in accordance with the laws of the State of Texas. The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.

The respective party will provide any required notice as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

Court	**Department of Public Safety**
Attn.: Fawn Mackey	Enforcement & Compliance Service Attn: Conviction Reporting 5805 North Lamar Blvd., Bldg A Austin, Texas 78752-0001 (512) 424-5809 [fax] Data.Submission@dps.texas.gov (512) 424-2031
Address: P.O. Box 517, Sealy TX 77474	
Address:	
Fax: 979-885-4784	
Email: fmackey@ci.sealy.tx.us	
Phone: 979-627-6109	

VII. CERTIFICATIONS

The parties certify that (1) the contract is authorized by the governing body of each party; and (2) the purpose, terms, rights, and duties of the parties are stated within the Contract.

SIGN HERE

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Court Authorized Signatory	Department of Public Safety
Signature and Title **Date:**	**Signature of Driver License Division Chief or Designee** **Date:**

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person's title and date.

Please return executed contract to Fawn for processing.

Thanks!

ITEM #4

AGENDA ITEM NO: _____

Presentation, Discussion, and Possible Action regarding Future Electricity Pricing and Contract Renewal Options

SUBMITTED BY: Kimbra Hill, City Manager

MEETING DATE: October 6, 2026

STAFF REPORT

DESCRIPTION

The City of Sealy's current electricity supply agreement was entered into for a **five-year term and expires in July 2030**. The City's current contracted electricity rate is **$0.0668 per kWh.**

Although the existing agreement does not expire for more than three years, the City's energy consultant, Bob Wooten with Tradition Energy, has advised that current market conditions may provide an opportunity for the City to secure electricity pricing beyond the existing contract term at rates comparable to the City's current rate.

Ordinarily, the City might wait until 2028 or 2029 to begin evaluating a replacement electricity contract. However, because of concerns regarding increasing electricity demand, generation capacity, natural gas prices, and other factors affecting the Texas electricity market, staff believes it is appropriate to evaluate available long-term pricing opportunities now rather than assuming comparable rates will remain available closer to the expiration of the existing agreement.

The purpose of this agenda item is to provide City Council with information regarding current electricity market conditions and available contract extension options and to receive Council direction regarding whether the City should pursue securing future electricity pricing at this time. **If Council directs staff to proceed, a proposed contract would be brought back to City Council at a future meeting for consideration and possible approval.**

In preparation for my absence at the City Council meeting, **I have asked the Assistant City Manager to present this agenda item on my behalf.**

ANALYSIS

CURRENT CITY ELECTRICITY CONTRACT

The City's existing electricity contract provides:

- **Engie Contract Term:** Five years
- **Expiration:** July 2030
- **Current Electricity Rate:** $0.0668/kWh

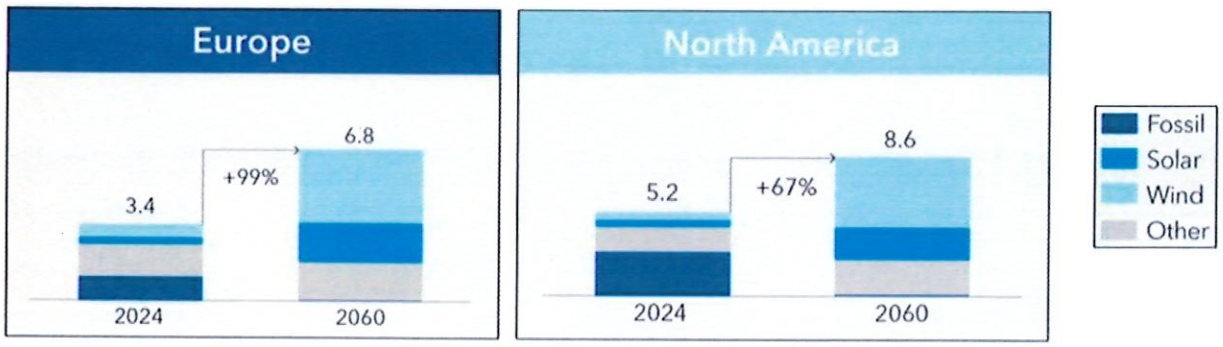
Any renewal or extension considered at this time would apply to a future period following expiration of the City's existing contract. The existing contracted rate would remain in place through July 2030.

ELECTRICITY MARKET CONSIDERATIONS

One of the primary concerns affecting future electricity pricing is the anticipated increase in demand on the Texas electric grid.

Factors contributing to projected demand growth include population and economic growth, increased electrification, industrial development, and significant expansion of large-load facilities, including data centers and artificial intelligence-related infrastructure.

The following information provided by the City's energy consultant illustrates projected growth in electricity demand and the factors expected to contribute to that growth:



Source: Tradition Energy

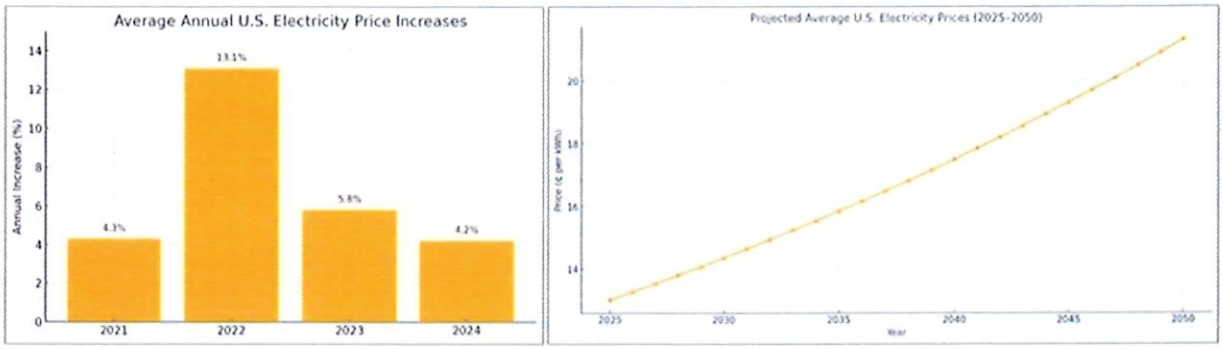
The significance of this projected demand growth is the potential effect on future electricity supply and pricing. If generation and transmission infrastructure do not increase at a comparable pace, increased demand could place upward pressure on electricity prices.

Electricity markets fluctuate, and future prices are affected by numerous variables. Therefore, these projections should not be interpreted as a guarantee of future electricity rates. However, they provide important context for evaluating whether the City should consider securing future pricing before its existing contract expires.

Because electricity is a recurring operating expense across City facilities and operations, substantial changes in electricity rates can affect future operating budgets.

HISTORICAL AND PROJECTED ELECTRICITY COSTS

Electricity prices have also experienced significant increases in recent years. The City's energy consultant has provided historical and projected pricing information to illustrate the potential long-term financial exposure associated with waiting to secure pricing for the period following the City's existing contract.



Source: Tradition Energy

The City's current contracted electricity rate is **$0.0668/kWh through July 2030**. Staff has been advised that current market conditions may provide an opportunity to secure an extension in the **mid- to high-six-cent-per-kWh range**, depending upon the contract term and market conditions at the time pricing is finalized.

The purpose of presenting the historical and projected pricing information is not to suggest that any particular future electricity rate is certain. Rather, the information illustrates the potential financial risk associated with future market movement and provides context for Council's consideration of whether securing longer-term price protection now is appropriate.

LONG-TERM PRICE PROTECTION AND CONTRACT OPTIONS

If pricing comparable to the City's existing **$0.0668/kWh** rate is available, securing a future contract now could provide the City with electricity price certainty further into the 2030s.

The principal advantage of entering into a longer-term agreement would be **budget stability and protection against potential future increases in electricity prices**.

There is also a corresponding financial consideration. If electricity prices decline before or after the City's current contract expires, entering into a long-term agreement now could prevent the City from taking advantage of lower future market prices.

Therefore, Council should consider both the potential protection provided by securing future pricing now and the potential opportunity associated with waiting.

Because any long-term agreement could extend well into the 2030s, the City must also consider how the agreement will accommodate **future growth and changing service needs**. As development occurs and the City completes additional capital improvements, the City may add electric accounts, meters, and electrical loads associated with **new City facilities, streetlights, additional park and recreational lighting, water and wastewater infrastructure, and other municipal services.**

Staff will need to evaluate how any proposed long-term agreement addresses **new accounts, additional service locations, and increased electrical loads added during the contract term** to ensure the agreement provides sufficient flexibility to accommodate the City's future growth and operational needs.

Before entering into a long-term commitment, staff recommends evaluating the actual rates and terms available against the City's historical electricity consumption to determine the estimated annual and long-term financial impact.

FINANCIAL IMPACT

The financial impact of a future electricity agreement will depend upon:

- The electricity rate ultimately offered;
- The length of the contract term;
- The City's annual electricity consumption;
- The contractual provisions and pricing applicable to **new accounts, meters, service locations, and additional electrical loads added during the contract term**;
- Any additional charges or contractual provisions included in the agreement; and
- Future electricity market conditions.

Before a proposed agreement is presented for approval, available pricing and contract terms should be compared with the City's current rate and historical electricity consumption to estimate the annual and long-term financial impact.

Because any proposed future agreement would begin after the existing contract expires in **July 2030**, securing future pricing would **not change the City's current contracted electricity rate through the remainder of the existing agreement.**

STAFF RECOMMENDATION

Staff recommends that City Council receive the presentation regarding current electricity market conditions and available contract renewal or extension options and provide direction regarding whether staff should proceed with obtaining a proposed long-term electricity agreement for the period following expiration of the City's current contract in July 2030.

If Council directs staff to proceed, staff will obtain the proposed agreement and return it to City Council at a future meeting for consideration and possible approval. The proposed agreement should clearly identify the **electricity rate, contract term, estimated financial impact based upon the City's historical electricity usage, and all material contractual terms** so that Council can evaluate the long-term financial implications before authorizing a future electricity commitment.

Attachment: PowerPoint Presentation provided by Tradition Energy

AGENDA ITEM NO: _____

SUBMITTED BY: Mike Barrow, Assistant City Manager
MEETING DATE: October 6, 2026

STAFF REPORT

DESCRIPTION

Discussion and Possible Action regarding Renewal of Electricity Contract.

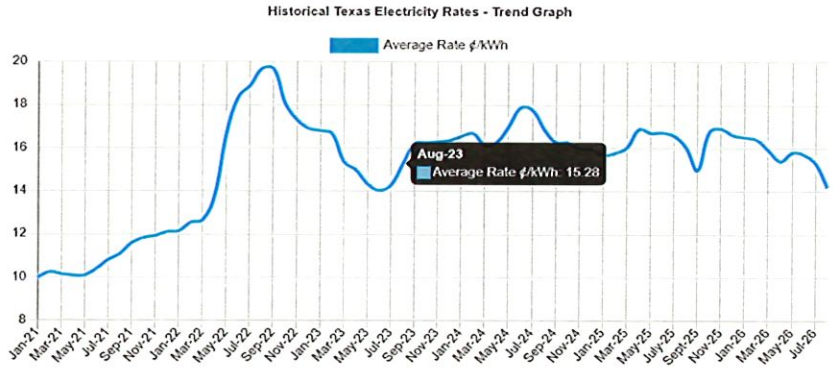
ANALYSIS

Points:

- The City's current electricity contract with Engie Resources LLC (effective June 28, 2024) expires July 2030 with a rate of $0.0668/kWh.
- Bob Wooten with Tradition Energy recommends to act now to secure future electricity rates instead of waiting until 2028 or 2029.
- With future electricity demand increasing in Texas and concern with supply keeping up with the demand, it is expected that we will continue to see electricity and natural gas rates increase.
- Electricity costs since 2020 have risen by as much as 30% in most states. In 2022 alone national prices rose by over 13%.
- Using the lowest rate of electricity cost in the past 5 years, electricity costs would double by 2050.
- Acting now, we could secure extension rates for electricity in the mid to high 6-cent range.
- Waiting until 2028 and 2029, Tradition Energy feels that electricity pricing will be in the 7-8 cent range, followed by increases to 10 cents or more in the 2030's.
- Natural gas price fluctuations often mirror electricity prices since electricity prices are tied closely to natural gas due to natural gas-fired power plants providing the baseload of power generation in ERCOT. There are two primary reasons natural gas prices and electricity prices are expected to increase.
    - Increased exporting of natural gas reduces domestic supply
    - Increased build out of datacenters increases domestic demand

Proposed Contract Rate Starting 7/30	Estimated 2030 Rate	Estimated 2031 Rate	Estimated 2032 Rate
$ 0.068	$ 0.085	$ 0.100	$ 0.120
Estimated Savings	$ 58,533	$ 110,179	$ 179,041

Discussions with Bob Wooten, I asked him if a contract might go out to 2035. He said that League City and San Jacinto College are both clients and they both recently secured their rates to 2035 and 2040 respectively.



RECOMMENDATION

Approve. Initially I wondered if the state of Texas' de facto statewide moratorium on new data center development until ERCOT and TWDB completes their audit (scheduled for completion December 2026) and the Governor's actions September 21, 2026 to have the Texas Commission on Environmental Quality to halt environmental permits would have the effect of stabilizing electricity rates, especially since the standards that Governor Abbott mandated required data centers to:

- Fully fund their own electrical infrastructure costs rather than passing those expenses onto residential utility customers,
- Protect Resources by demonstrating that data centers conserve water resources and protect the reliability of Texas electrical grid,
- Require operators to report current and future electricity usage, water consumption, and air emissions,
- Abide by local setbacks and respect surrounding communities.

But energy experts, ERCOT officials, and market analysts generally do not believe that electricity rates in Texas will stabilize over the next 10 years. Instead, forecasts point to significant upward pressure on consumer power bills and that Texas Energy Grid capacity additions will only slow rather than reverse the upward trajectory of electricity demand.

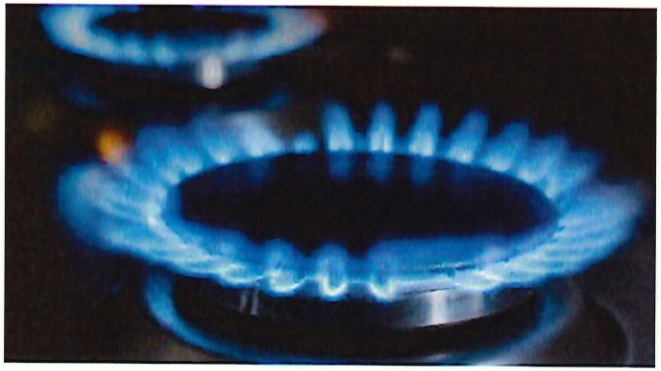
FINANCIAL IMPACTS

See Table above.













City of Sealy

Electricity Renewal Analysis

Tradition Energy

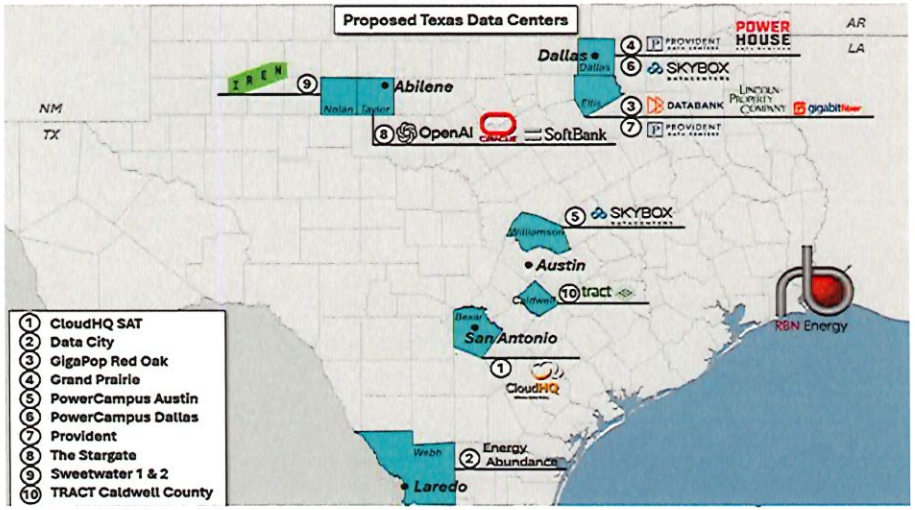
City of Sealy Energy Overview

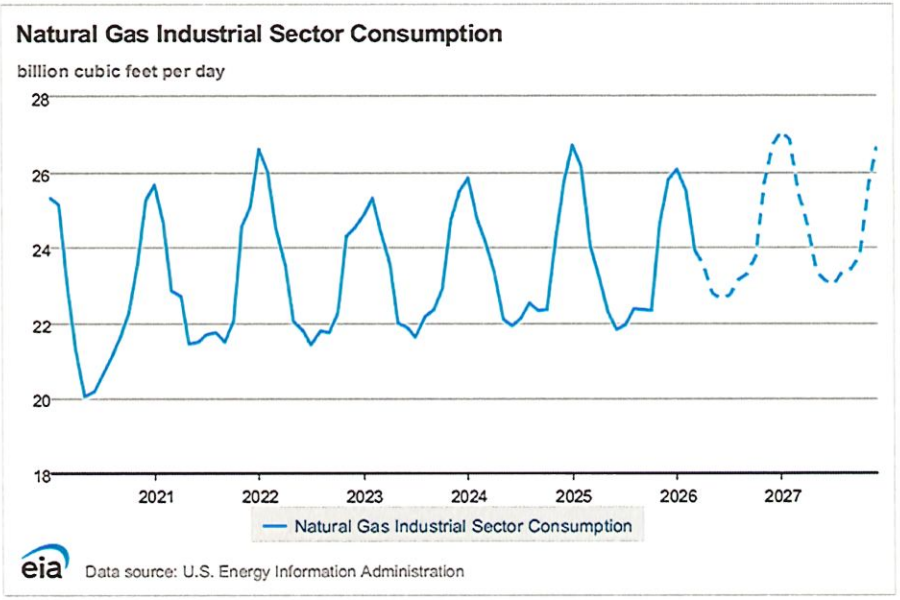
- While the electricity contract for the City does not expire for some time, market conditions and upward price movement mean that prices will rise higher through the remainder of this decade and well in to the 2030's.
- Following is the status of the current contract:
  - **Electricity**: Contract with Engie at a rate of $0.0668 **expires July 2030**
- While the expectation is for future rates to continue to rise, acting now will help keep these costs steady and even produce slight savings.
- In general, we will be seeing higher energy prices as a result of the War in the Middle East leading to the US exporting more natural gas internationally as liquefied natural gas (LNG). With natural gas still being the leading fuel source for electricity generation in Texas, this will lead to higher electricity prices.
- In addition, we will see greater demand for electricity nationally and in Texas specifically due to the buildout of AI datacenters, meaning addressing fixed price positions now will save the City on their future utility budgets.

2

Texas Energy Market Overview – Increased Demand

- With many large scale data center projects in the works for Texas, demands could grow by several hundred MW's in 2026 and by several THOUSAND MWs heading in to the 2030's.
- The new data center projects in Texas are spread across the state, meaning virtually all zones are already seeing impacts from the growing power needs.
- Texas is the 2nd largest State in terms of datacenter load.



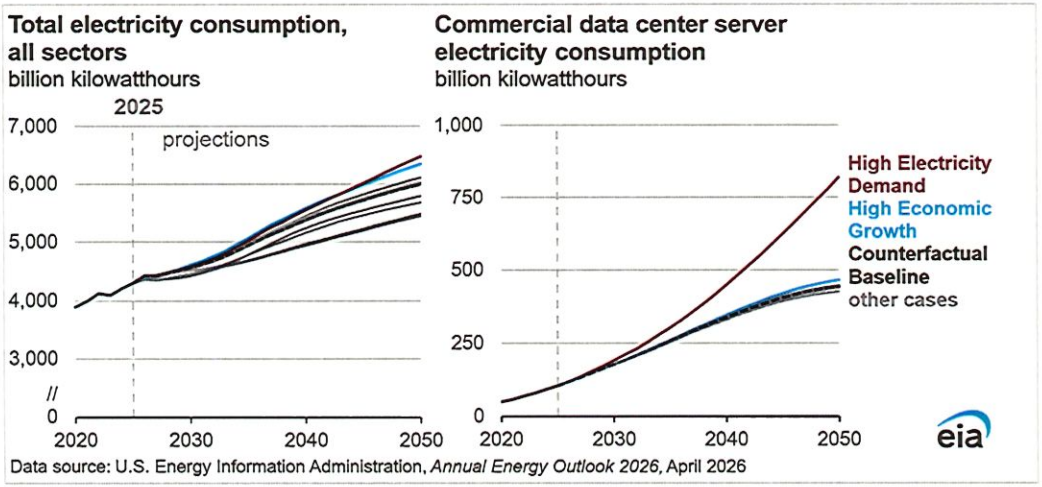


- Alongside growing power sector and export demands, the industrial sector is consuming more and more gas in the US.
- The use of natural gas for onsite power is classified as "industrial" demand, so the growing needs for self supply of electricity at data centers is playing a large role in the increases in this sector.

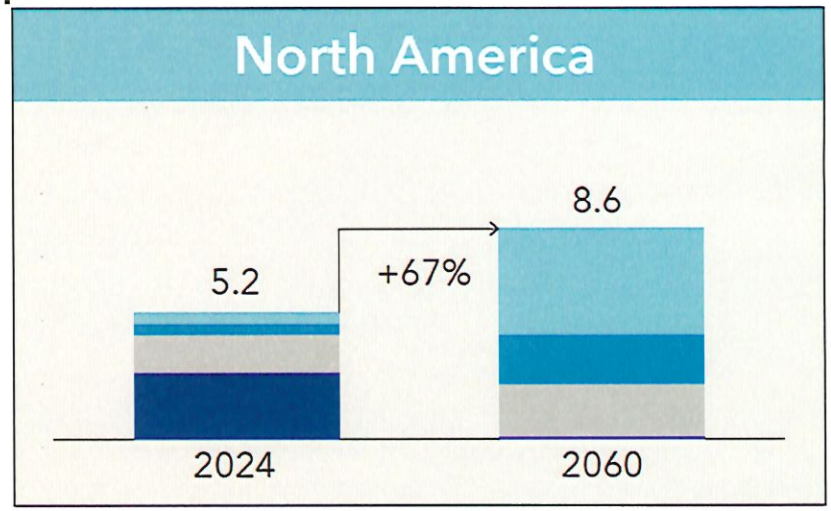
Tradition Energy

Texas Energy Market Overview – Consumption Trends

- Energy demands around the world are growing at the fastest pace since the industrial revolution, led by regions like China, India and Sub-Saharan Africa but Europe and North America will also see large increases in required electricity supply



Data source: U.S. Energy Information Administration, *Annual Energy Outlook 2026*, April 2026



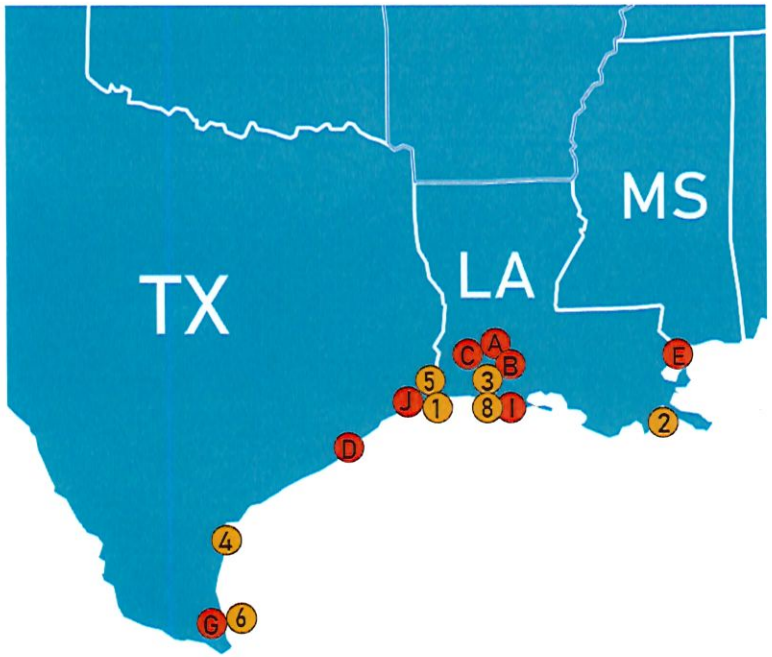
- For more than a decade US electricity demands have seen only minor increases as energy efficiency programs outpaced new industrial needs for power.
- That is about to change as the electrification of heating and transportation, along with the buildout of data centers add significant new demands for electricity.

4

Tradition Energy

Texas Energy Market Overview – Reduced Supply

- Further increases in export capacity are on tap for later this year, and even more over the next several years as the U.S solidifies itself as a world leader in LNG production.
- Increased exporting of LNG will reduce domestic supply of natural gas, pushing up prices for both gas and electricity



FERC – APPROVED, UNDER CONSTRUCTION

1. Sabine Pass, TX: 2.57 Bcfd (ExxonMobil – Golden Pass) (CP14-517, CP20-459)
2. Plaquemines Parish, LA: 3.76 Bcfd (Venture Global – Plaquemines) (CP17-66, CP22-92)
3. Calcasieu Parish, LA: 3.81 Bcfd (Woodside – Louisiana LNG) (CP17-117)
4. Corpus Christi, TX: 2.06 Bcfd (Cheniere – Corpus Christi Stage III & T 8-9) (CP18-512,CP23-129)
5. Port Arthur, TX: 1.86 Bcfd (Sempra – Port Arthur LNG Trains 1 & 2) (CP17-20)
6. Brownsville, TX: 3.73 Bcfd (NextDecade – Rio Grande LNG) (CP16-454)
7. Elba Island, GA: 0.06 Bdfd (Kinder Morgan – Elba Liquefaction Optimization) (CP23-375)
8. Cameron Parish, LA: 3.96 Bcfd (Venture Global – CP2) (CP22-21)

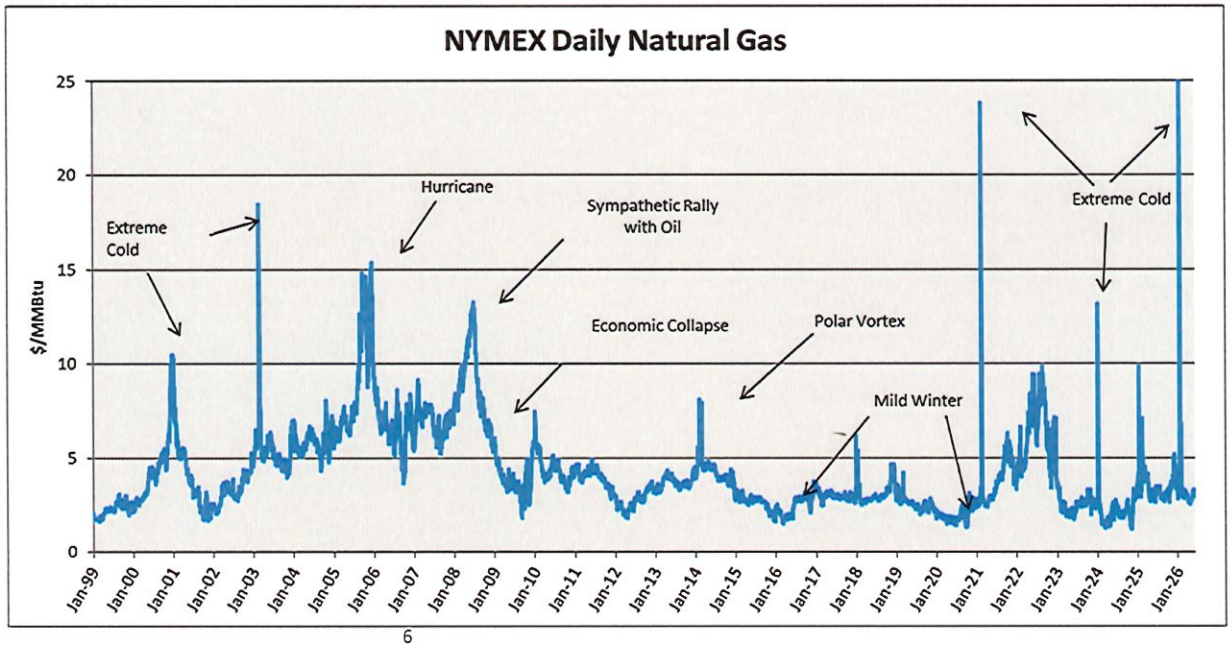
FERC – APPROVED, NOT UNDER CONSTRUCTION

A. Lake Charles, LA: 2.27 Bcfd (Energy Transfer – Lake Charles LNG) (CP14-120)
B. Lake Charles, LA: 1.22 Bcfd (Glenfarne Group – Magnolia LNG) (CP14-347)
C. Hackberry, LA: 0.93 Bcfd (Sempra - Cameron LNG Train 4) (CP15-560, CP22-41)
D. Freeport, TX: 0.74 Bcfd (Freeport LNG Train 4) (CP17-470)
E. Pascagoula, MS: 1.50 Bcfd (Kinder Morgan – Gulf LNG Liquefaction) (CP15-521)
F. Jacksonville, FL: 0.13 Bcfd (Eagle LNG – Jacksonville LNG) (CP17-41)
G. Brownsville, TX: 0.62 Bcfd (Glenfarne Group –Texas LNG Brownsville) (CP16-116)
H. Nikiski, AK: 2.76 Bcfd (Alaska Gasline – Alaska LNG) (CP17-178)
I. Cameron Parish, LA: 1.21 Bcfd (Kimmeridge – Commonwealth LNG) (CP19-502)
J. Port Arthur, TX: 1.86 Bcfd (Sempra - Port Arthur LNG Trains 3 & 4) (CP20-55)

5

Natural Gas Price Fluctuation

- Since 2021, prices have ranged from $2.43/MMBtu to well over $25.00/MMBtu during Winter Storm Fern.
- Although the causes of the price movements may have changed (i.e. hurricanes used to have a very large impact) it is still weather which determines the price
- In more recent years, as more natural gas production is on-shore, it is demand which determines price with cold winters increasing prices and mild winters decreasing them
- Looking at a long term history of natural gas prices you can see that we are experiencing more dramatic (demand related) spikes over the past few years, most recently during Fern



6

Future Cost Projections - Savings

- The challenge is to act now while rates can still be secured that will hold the City's utility costs steady and provide for some additional savings. The anticipation is that due to increased demand for energy in Texas compared to limited supply, electricity and natural gas costs will go up through the remainder of this decade and in to the 2030's
- The chart below shows the future savings the City would achieve by locking in a future contract rate now compared to where electricity and gas rates could be by the end of this decade and starting off in to 2030

Proposed Contract Rate Starting 7/30	Estimated 2030 Rate	Estimated 2031 Rate	Estimated 2032 Rate
$ 0.068	$ 0.085	$ 0.100	$ 0.120
Estimated Savings	$ 58,533	$ 110,179	$ 179,041

7

7

Summary Sealy Electricity Contract Renewal Options

- Natural gas provides a good barometer of the movement of electricity prices since electricity prices are tied very closely to natural gas (natural gas-fired power plants still provide the baseload of power generation in ERCOT).
- Both natural gas and electricity prices in Texas are expected to increase over time primarily due to both:
  - Increased exporting of natural gas reduces our domestic supply; and
  - Increased build out of datacenters greatly increases our domestic demand
- With the expectations of increased pricing, it will be to the City's advantage to renew their electricity contract now, and consider securing fixed prices for longer terms that will provide both budget certainty and protection from rising rates.

ITEM #5

AGENDA ITEM NO: _____

SUBMITTED BY: Patrick Parsons, Public Works Director
MEETING DATE: October 6, 2026

STAFF REPORT

DESCRIPTION

Discussion and Possible Action regarding Awarding or not Awarding a Bid for the Chapman BP&W Parking Expansion and Authorizing the Mayor to execute a contract.

ANALYSIS

Low bidder(s):

Golden Rose Construction, LLC ($745,353.04)

Forde Construction Co., Inc. if Bid Alternative No. 1 is awarded ($661,535.00)

Company	Base Bid	Bid Alt No. 1	Base Bid + Alt Bid No. 1
Golden Rose Construction, LLC	$745,353.04	$(68,495.25)	$676,857.79
Forde Construction, Co., Inc.	$757,461.00	$(95,926.00)	$661,535.00

Base Bid:

- Driveways (Medium to light traffic, no regular use by dual axle trucks)*
- 18.5-inches total
  - 2.5-inches HMA
  - 10-inches Flex Base
  - 6-inches Cement Stabilization

Bid Alternative No. 1:

- Parking Areas (Light traffic; no more than 50 dual axle trucks per day)*
- 16-inches total
  - 2-inches HMA
  - 8-inches Flex Base
  - 6-inches Cement Stabilization

*Pavement section descriptions per Terracon Geotechnical Engineering Report (Terracon Project No. 92255324.Revision1).

RECOMMENDATION

Staff recommends Approval.

FINANCIAL IMPACTS

Line Item 10-580-56050 of the Parks and Recreations Department, Capital Outlay for Park Improvements is the funding source. The Budget notes show project (H.) Funding for this project not to exceed $900,000. The City's Capital Improvement Plan reflects Strands cost opinion of $867,700, of which $86,000 is the Engineering cost and $781,700 is the projected construction cost. The remaining $32,300 is for any contingencies associated with the project.

I. Business

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

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

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

The motion carried.

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

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

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

The motion carried.

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

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

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

The motion carried.

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

PAVILION PARKING
PROPOSED 27 SPOTS
SECONDARY PARKING
PROPOSED 63 SPOTS
ACCESS ROAD
PRIMARY PARKING
EXISTING 58 SPOTS
PROPOSED 103 SPOTS
✓ Approved
= 80 Spots Added
✓ Approved
X Rejected
X Rejected
✓ Approved
N
OVERALL SITE PLAN ALTERNATE 1
CITY OF SEALY
B.F.W PARK PARKING IMPROVEMENTS
STRAND

STRAND ASSOCIATES®
Excellence in Engineering℠

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

September 29, 2026

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

Re: Chapman B&PW Park Parking Improvements
Contract 2-2025
City of Sealy, Texas

Dear Ms. Hill:

Bids for the above-referenced Project were opened on September 22, 2026. Eight Bids were received with the resulting Bid tabulation enclosed. The low Bid of $745,353.04 (Base Bid) was less than ENGINEER's opinion of probable construction cost.

Golden Rose Construction, LLC of Cypress, Texas, was the apparent low Bidder at $745,353.04 (Base Bid). If Bid Alternative No. 1 is awarded, the apparent low bidder is Forde Construction Co., Inc. of Houston, Texas, at $661,535 (Base Bid plus Bid Alternative No. 1). Both Bids included a Bid Bond for five percent and Addendum No. 1 was acknowledged. The Bids are deemed to be responsive.

Strand Associates, Inc.® has not had previous experience with Golden Rose Construction, LLC or Forde Construction Co., Inc.

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

Sincerely,

STRAND ASSOCIATES, INC.®

Mitchell R. Kaus, P.E.

Enclosure

The content in this document is technical in nature and is intended for an audience with specific training and expertise and therefore may not fully conform to Web Content Accessibility Guidelines (WCAG) 2.1 Level AA accessibility criteria. If you require the content of this document in an alternative format for conformance with WCAG 2.1 Level AA, please contact the City of Sealy. The City of Sealy, as the Web site administrator and operator, is responsible for ensuring that posted content on its Web site conforms to applicable accessibility criteria.

Bids Received: 2 P.M.
September 22, 2026

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

CITY OF SEALY
SEALY, TEXAS
CHAPMAN B&PW PARK PARKING IMPROVEMENTS
CONTRACT 2-2025

BID TABULATION SUMMARY

Bidder and Address	Bid Bond or Guarantee	Addenda Acknowledged	Computed Total Bid	Bid Alternative No. 1
Golden Rose Construction, LLC. 28610 Highway 290, Suite F09, PMB 344 Cypress, TX 77433	5%	Yes	$745,353.04	$(68,495.25)
Forde Construction Company, Inc. 6842 Calle Lozano Drive Houston, TX 77041	5%	Yes	$757,461.00	$(95,926.00)
MTL Construction, LLC 14070 FM 306 Canyon Lake, TX 78133	5%	Yes	$764,449.21	$(76,795.10)
K-C Lease Service, Inc. DBA Matagorda Construction & Materials 1712 State Highway 35 South Bay City, TX 77414	5%	Yes	$799,000.00	$(69,400.00)

Bidder and Address	Bid Bond or Guarantee	Addenda Acknowledged	Computed Total Bid	Bid Alternative No. 1
iCON GC, LLC 25700 Interstate 45 North, Suite 400 The Woodlands, TX 77386	5%	Yes	$812,635.00 *$812,639.00	$(58,960.00)
Brazos Paving, Inc. P.O. Box 714 Bryan, TX 77806	5%	Yes	$898,477.75	$(66,963.75)
Solid Bridge Construction 3104 Interstate 45 South New Waverly, TX 77358	5%	Yes	$922,867.00	$(92,840.00)
Stone Castle Constructors, LLC 13000 Murphy Road, Suite 114 Stafford, TX 77477	5%	Yes	$1,146,545.50 *$1,146,534.65	$(109,210.50)

* CONTRACTOR'S COMPUTED TOTAL

Reviewed by: Mitchell R. Kaus, P.E.



Bids Received: 2 P.M., September 22, 2026

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

CITY OF SEALY
SEALY, TEXAS
CHAPMAN B&PW PARK PARKING IMPROVEMENTS
CONTRACT 2-2025

BID TABULATION BREAKDOWN

				Golden Rose Construction, LLC 28610 Highway 290, Suite F09, PMB 344 Cypress, TX 77433		Forde Construction Company, Inc. 6842 Calle Lozano Drive Houston, TX 77041		MTL Construction, LLC 14070 FM 306 Canyon Lake, TX 78133		K-C Lease Service, Inc. DBA Matagorda Construction & Materials 1712 State Highway 35 South Bay City, TX 77414		iCON GC, LLC 25700 Interstate 45 North, Suite 400 The Woodlands, TX 77386		Brazos Paving, Inc. P.O. Box 714 Bryan, TX 77806		Solid Bridge Construction 3104 Interstate 45 South New Waverly, TX 77358		Stone Castle Constructors, LLC 13000 Murphy Road, Suite 114 Stafford, TX 77477	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.	Mobilization	1	LS	$ 46,577.00	$ 46,577.00	$ 46,000.00	$ 46,000.00	$ 20,496.00	$ 20,496.00	$ 18,000.00	$ 18,000.00	$ 24,411.00	$ 24,411.00	$ 120,000.00	$ 120,000.00	$ 30,000.00	$ 30,000.00	$ 73,771.70	$ 73,771.70
2.	Perform Construction Staking	1	LS	$ 17,298.75	$ 17,298.75	$ 11,000.00	$ 11,000.00	$ 3,660.00	$ 3,660.00	$ 5,000.00	$ 5,000.00	$ 9,884.00	$ 9,884.00	$ 24,000.00	$ 24,000.00	$ 5,000.00	$ 5,000.00	$ 10,500.00	$ 10,500.00
3.	Stormwater Pollution Prevention Plan (SWPPP)	1	LS	$ 4,725.00	$ 4,725.00	$ 1,800.00	$ 1,800.00	$ 7,113.82	$ 7,113.82	$ 2,000.00	$ 2,000.00	$ 6,880.00	$ 6,880.00	$ 16,000.00	$ 16,000.00	$ 5,500.00	$ 5,500.00	$ 3,150.00	$ 3,150.00
4.	Excavation, Fill, Backfill, and Site Grading	1	LS	$ 77,473.95	$ 77,473.95	$ 60,000.00	$ 60,000.00	$ 57,535.20	$ 57,535.20	$ 70,000.00	$ 70,000.00	$ 60,230.00	$ 60,230.00	$ 40,000.00	$ 40,000.00	$ 25,000.00	$ 25,000.00	$ 26,250.00	$ 26,250.00
5.	Clearing and Grubbing	1	LS	$ 2,756.25	$ 2,756.25	$ 26,000.00	$ 26,000.00	$ 13,712.80	$ 13,712.80	$ 25,000.00	$ 25,000.00	$ 5,760.00	$ 5,760.00	$ 8,000.00	$ 8,000.00	$ 10,000.00	$ 10,000.00	$ 7,350.00	$ 7,350.00
6.	Install, Maintain, and Remove Construction Entrance	1	LS	$ 4,725.00	$ 4,725.00	$ 8,600.00	$ 8,600.00	$ 7,808.00	$ 7,808.00	$ 3,500.00	$ 3,500.00	$ 2,636.00	$ 2,636.00	$ 3,315.00	$ 3,315.00	$ 3,000.00	$ 3,000.00	$ 6,825.00	$ 6,825.00
7.	Remove and Dispose of Existing Concrete Sidewalk and Slabs	230	SY	$ 22.05	$ 5,071.50	$ 40.00	$ 9,200.00	$ 48.46	$ 11,145.80	$ 30.00	$ 6,900.00	$ 21.00	$ 4,830.00	$ 89.00	$ 20,470.00	$ 17.00	$ 3,910.00	$ 33.60	$ 7,728.00
8.	Remove and Dispose of Existing Chain-Link Fence	225	LF	$ 5.51	$ 1,239.75	$ 21.00	$ 4,725.00	$ 14.37	$ 3,233.25	$ 12.00	$ 2,700.00	$ 5.00	$ 1,125.00	$ 11.00	$ 2,475.00	$ 8.00	$ 1,800.00	$ 3.15	$ 708.75
9.	Remove and Dispose of Existing Pipe Rail Fence	126	LF	$ 4.41	$ 555.66	$ 20.00	$ 2,520.00	$ 8.71	$ 1,097.46	$ 10.00	$ 1,260.00	$ 11.00	$ 1,386.00	$ 19.00	$ 2,394.00	$ 8.00	$ 1,008.00	$ 4.20	$ 529.20
10.	Cement Treatment, Road Mixed, Stabilization of Materials, In Place (6% by Dry Weight at a 6-IN Depth)	6,870	SY	$ 7.03	$ 48,296.10	$ 11.00	$ 75,570.00	$ 6.58	$ 45,204.60	$ 10.00	$ 68,700.00	$ 8.00	$ 54,960.00	$ 12.00	$ 82,440.00	$ 25.00	$ 171,750.00	$ 32.55	$ 223,618.50
11.	Flexible Base, Type A or D, Grade 1-2, (10-IN)	6,870	SY	$ 27.72	$ 190,436.40	$ 30.00	$ 206,100.00	$ 38.13	$ 261,953.10	$ 40.00	$ 274,800.00	$ 32.00	$ 219,840.00	$ 35.50	$ 243,885.00	$ 39.00	$ 267,930.00	$ 57.75	$ 396,742.50
12.	Hot Mix Asphaltic Concrete Pavement (Type D) (2.5-IN)	935	T	$ 206.85	$ 193,404.75	$ 161.00	$ 150,535.00	$ 206.80	$ 193,358.00	$ 230.00	$ 215,050.00	$ 260.00	$ 243,100.00	$ 197.25	$ 184,428.75	$ 250.00	$ 233,750.00	$ 239.40	$ 223,839.00
13.	Flexible Base, Type A or D, Grade 1-2 (4-IN)	92	SY	$ 33.04	$ 3,039.68	$ 65.00	$ 5,980.00	$ 14.90	$ 1,370.80	$ 80.00	$ 7,360.00	$ 25.00	$ 2,300.00	$ 35.50	$ 3,266.00	$ 38.00	$ 3,496.00	$ 80.85	$ 7,438.20
14.	Reinforced Concrete Sidewalk (5-IN)	92	SY	$ 157.50	$ 14,490.00	$ 104.00	$ 9,568.00	$ 109.80	$ 10,101.60	$ 150.00	$ 13,800.00	$ 166.00	$ 15,272.00	$ 97.00	$ 8,924.00	$ 100.00	$ 9,200.00	$ 97.65	$ 8,983.80
15.	Reinforced Concrete Flume	42	SY	$ 157.50	$ 6,615.00	$ 218.00	$ 9,156.00	$ 131.78	$ 5,533.92	$ 150.00	$ 6,300.00	$ 64.00	$ 2,688.00	$ 110.00	$ 4,620.00	$ 115.00	$ 4,830.00	$ 97.65	$ 4,101.30

				Golden Rose Construction, LLC. 28610 Highway 290, Suite F09, PMB 344 Cypress, TX 77433		Forde Construction Company, Inc. 8842 Calle Lozano Drive Houston, TX 77041		MTL Construction, LLC 14070 FM 300 Canyon Lake, TX 78133		K-C Lease Service, Inc. DBA Matagorda Construction & Materials 1712 State Highway 35 South Bay City, TX 77414		ICON GC, LLC 25700 Interstate 45 North, Suite 400 The Woodlands, TX 77386		Brazos Paving, Inc. P.O. Box 714 Bryan, TX 77806		Solid Bridge Construction 3104 Interstate 45 South New Waverly, TX 77358		Stone Castle Constructors, LLC 13000 Murphy Road, Suite 114 Stafford, TX 77477	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
16.	Furnish and Install Precast Concrete Wheelstop	84	EA	$ 127.22	$ 10,686.48	$ 110.00	$ 9,240.00	$ 119.56	$ 10,043.04	$ 120.00	$ 10,080.00	$ 297.00	$ 24,948.00	$ 135.00	$ 11,340.00	$ 160.00	$ 13,440.00	$ 157.50	$ 13,230.00
17.	Furnish and Install Bollard	7	EA	$ 559.78	$ 3,918.46	$ 2,800.00	$ 19,600.00	$ 976.00	$ 6,832.00	$ 500.00	$ 3,500.00	$ 786.00	$ 5,502.00	$ 1,150.00	$ 8,050.00	$ 700.00	$ 4,900.00	$ 1,023.75	$ 7,166.25
18.	Furnish and Install 15-IN RCP Storm Sewer	4	LF	$ 220.50	$ 882.00	$ 225.00	$ 900.00	$ 283.04	$ 1,132.16	$ 315.00	$ 1,260.00	$ 557.00	$ 2,228.00	$ 702.00	$ 2,808.00	$ 100.00	$ 400.00	$ 197.40	$ 789.60
19.	Furnish and Install 24-IN RCP Storm Sewer	42	LF	$ 275.63	$ 11,576.46	$ 306.00	$ 12,852.00	$ 357.46	$ 15,013.32	$ 243.00	$ 10,206.00	$ 157.00	$ 6,594.00	$ 228.00	$ 9,576.00	$ 170.00	$ 7,140.00	$ 153.30	$ 6,438.60
20.	Construct Concrete Collar	1	EA	$ 1,102.50	$ 1,102.50	$ 2,200.00	$ 2,200.00	$ 3,050.00	$ 3,050.00	$ 1,000.00	$ 1,000.00	$ 895.00	$ 895.00	$ 1,055.00	$ 1,055.00	$ 2,000.00	$ 2,000.00	$ 525.00	$ 525.00
21.	3-FT by 3-FT Junction Box (A-1)	1	EA	$ 3,858.75	$ 3,858.75	$ 4,800.00	$ 4,800.00	$ 10,370.00	$ 10,370.00	$ 6,500.00	$ 6,500.00	$ 3,725.00	$ 3,725.00	$ 8,700.00	$ 8,700.00	$ 5,500.00	$ 5,500.00	$ 6,825.00	$ 6,825.00
22.	5-FT by 4-FT Area Inlet (A-2)	1	EA	$ 4,961.25	$ 4,961.25	$ 5,100.00	$ 5,100.00	$ 9,150.00	$ 9,150.00	$ 5,500.00	$ 5,500.00	$ 2,963.00	$ 2,963.00	$ 8,750.00	$ 8,750.00	$ 7,250.00	$ 7,250.00	$ 8,925.00	$ 8,925.00
23.	Furnish and Install Type C Yellow 4-IN Solid Pavement Marking Per Texas Department of Transportation (TxDOT) Item 666, Complete in Place	980	LF	$ 0.63	$ 617.40	$ 0.70	$ 686.00	$ 0.74	$ 725.20	$ 0.70	$ 686.00	$ 18.00	$ 17,640.00	$ 1.00	$ 980.00	$ 8.00	$ 7,840.00	$ 0.79	$ 774.20
																			*$771.75
24.	Furnish and Install Type C White 4-IN Solid Pavement Marking Per Texas Department of Transportation (TxDOT) Item 666, Complete in Place	3,360	LF	$ 0.63	$ 2,116.80	$ 0.65	$ 2,184.00	$ 0.67	$ 2,251.20	$ 0.60	$ 2,016.00	$ 9.00	$ 30,240.00	$ 0.75	$ 2,520.00	$ 5.85	$ 19,656.00	$ 0.79	$ 2,654.40
																			*$2,648.00
25.	Furnish and Install Type C White 24-IN Solid Pavement Marking Per Texas Department of Transportation (TxDOT) Item 666, Complete in Place	48	LF	$ 6.20	$ 303.60	$ 5.00	$ 240.00	$ 4.88	$ 234.24	$ 4.00	$ 192.00	$ 30.00	$ 1,440.00	$ 5.50	$ 264.00	$ 25.00	$ 1,200.00	$ 5.25	$ 252.00
26.	Furnish and Install Handicap Marking Symbol	5	EA	$ 682.90	$ 3,412.50	$ 128.00	$ 640.00	$ 140.30	$ 701.50	$ 120.00	$ 600.00	$ 857.00	$ 4,285.00	$ 158.00	$ 790.00	$ 500.00	$ 2,500.00	$ 147.00	$ 735.00
27.	Furnish and Install STOP Sign, Post, and Sign Base	3	EA	$ 1,207.50	$ 3,622.50	$ 550.00	$ 1,650.00	$ 433.10	$ 1,299.30	$ 420.00	$ 1,260.00	$ 1,318.00	$ 3,954.00	$ 486.00	$ 1,458.00	$ 475.00	$ 1,425.00	$ 577.50	$ 1,732.50
28.	Furnish and Install DO NOT ENTER Sign, Post, and Sign Base	4	EA	$ 1,207.50	$ 4,830.00	$ 550.00	$ 2,200.00	$ 433.10	$ 1,732.40	$ 420.00	$ 1,680.00	$ 964.00	$ 3,856.00	$ 486.00	$ 1,944.00	$ 475.00	$ 1,900.00	$ 577.50	$ 2,310.00
													*$3,900.00						
29.	Furnish and Install DO NOT ENTER Sign	1	EA	$ 1,207.50	$ 1,207.50	$ 375.00	$ 375.00	$ 292.80	$ 292.80	$ 300.00	$ 300.00	$ 1,061.00	$ 1,061.00	$ 330.00	$ 330.00	$ 200.00	$ 200.00	$ 577.50	$ 577.50
30.	Furnish and Install ONE WAY Sign, Post, and Sign Base	2	EA	$ 1,207.50	$ 2,415.00	$ 510.00	$ 1,020.00	$ 402.60	$ 805.20	$ 400.00	$ 800.00	$ 253.00	$ 506.00	$ 450.00	$ 900.00	$ 400.00	$ 800.00	$ 577.50	$ 1,155.00

No.	Description	Quantity	Unit	Golden Rose Construction, LLC. 26610 Highway 290, Suite F09, PMB 344 Cypress, TX 77433		Forde Construction Company, Inc. 6842 Calle Lozano Drive Houston, TX 77041		MTL Construction, LLC 14070 FM 306 Canyon Lake, TX 78133		K-C Lease Service, Inc. DBA Matagorda Construction & Materials 1712 State Highway 35 South Bay City, TX 77414		ICON GC, LLC 25700 Interstate 45 North, Suite 400 The Woodlands, TX 77386		Brazos Paving, Inc. P.O. Box 714 Bryan, TX 77806		Solid Bridge Construction 3104 Interstate 45 South New Waverly, TX 77358		Stone Castle Constructors, LLC 13000 Murphy Road, Suite 114 Stafford, TX 77477	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
31.	Furnish and Install HANDICAP ACCESSIBLE Parking Sign, Post, and Sign Base	3	EA	$ 1,207.50	$ 3,622.50	$ 360.00	$ 1,080.00	$ 280.60	$ 841.80	$ 300.00	$ 900.00	$ 619.00	$ 1,857.00	$ 315.00	$ 945.00	$ 300.00	$ 900.00	$ 577.50	$ 1,732.50
32.	Furnish and Install HANDICAP VAN ACCESSIBLE Parking Sign, Post, and Sign Base	2	EA	$ 1,207.50	$ 2,415.00	$ 360.00	$ 720.00	$ 280.60	$ 561.20	$ 300.00	$ 600.00	$ 492.00	$ 984.00	$ 315.00	$ 630.00	$ 300.00	$ 600.00	$ 577.50	$ 1,155.00
33.	Furnish and Install Chain-Link Fence	295	LF	$ 42.00	$ 12,390.00	$ 37.00	$ 10,915.00	$ 30.50	$ 8,997.50	$ 20.00	$ 5,900.00	$ 41.00	$ 12,095.00	$ 36.00	$ 10,620.00	$ 30.00	$ 8,850.00	$ 44.10	$ 13,009.50
34.	Furnish and Install Pipe Rail Fence	390	LF	$ 32.53	$ 12,686.70	$ 37.00	$ 14,430.00	$ 54.90	$ 21,411.00	$ 35.00	$ 13,650.00	$ 42.00	$ 16,380.00	$ 33.00	$ 12,870.00	$ 40.00	$ 15,600.00	$ 47.25	$ 18,427.50
35.	Furnish and Install Pipe Rail Swing Gate	1	EA	$ 1,575.00	$ 1,575.00	$ 1,075.00	$ 1,075.00	$ 6,710.00	$ 6,710.00	$ 5,500.00	$ 5,500.00	$ 2,899.00	$ 2,899.00	$ 3,425.00	$ 3,425.00	$ 4,500.00	$ 4,500.00	$ 7,245.00	$ 7,245.00
36.	Construction Materials Testing	1	LS	$ 33,834.57	$ 33,834.57	$ 16,000.00	$ 16,000.00	$ 9,150.00	$ 9,150.00	$ 3,000.00	$ 3,000.00	$ 7,500.00	$ 7,500.00	$ 34,250.00	$ 34,250.00	$ 7,500.00	$ 7,500.00	$ 26,250.00	$ 26,250.00
37.	Traffic Control in Accordance with the Texas Manual on Uniform Traffic Control Devices, Latest Edition.	1	LS	$ 2,758.25	$ 2,758.25	$ 17,300.00	$ 17,300.00	$ 3,904.00	$ 3,904.00	$ 1,000.00	$ 1,000.00	$ 400.00	$ 400.00	$ 2,055.00	$ 2,055.00	$ 15,000.00	$ 15,000.00	$ 6,625.00	$ 6,625.00
38.	Seeding and Site Restoration	1	LS	$ 3,767.03	$ 3,767.03	$ 5,500.00	$ 5,500.00	$ 5,917.00	$ 5,917.00	$ 2,500.00	$ 2,500.00	$ 3,295.00	$ 3,295.00	$ 9,000.00	$ 9,000.00	$ 17,500.00	$ 17,500.00	$ 16,275.00	$ 16,275.00
ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 38					$ 745,353.04		$ 757,461.00		$ 764,449.21		$ 799,000.00		$ 812,635.00		$ 898,477.75		$ 922,887.00		$ 1,146,345.50
CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 38					$ 745,353.04		$ 757,461.00		$ 764,449.21		$ 799,000.00		*$812,635.00		$ 898,477.75		$ 922,887.00		*$1,146,534.65

* CONTRACTOR'S COMPUTED TOTAL

Reviewed by Mitchell R. Kaus, P.E.

Bids Received: 2 P.M., September 22, 2026

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

CITY OF SEALY
SEALY, TEXAS
CHAPMAN B&PW PARK PARKING IMPROVEMENTS
CONTRACT 2-2025

BID ALTERNATIVE NO. 1 BREAKDOWN

				Golden Rose Construction, LLC. 26610 Highway 290, Suite F09, PMB 344 Cypress, TX 77433		Forde Construction Company, Inc. 6842 Calle Lozano Drive Houston, TX 77041		MTL Construction, LLC 14070 FM 306 Canyon Lake, TX 78133		K-C Lease Service, Inc. DBA Matagorda Construction & Materials 1712 State Highway 35 South Bay City, TX 77414		ICON GC, LLC 25700 Interstate 45 North, Suite 400 The Woodlands, TX 77386		Brazos Paving, Inc. P.O. Box 714 Bryan, TX 77806		Solid Bridge Construction 3104 Interstate 45 South New Waverly, TX 77358		Stone Castle Constructors, LLC 13000 Murphy Road, Suite 114 Stafford, TX 77477	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.	Delete Base Bid Item 11: Flexible Base, Type A or D, Grade 1-2, (10-IN)	-6,870	SY	$ 27.72	$ (190,436.40)	$ 30.00	$ (206,100.00)	$ 38.13	$ (261,953.10)	$ 40.00	$ (274,800.00)	$ 32.00	$ (219,840.00)	$ 35.50	$ (243,885.00)	$ 39.00	$ (267,930.00)	$ 57.75	$ (396,742.50)
2.	Delete Base Bid Item 12: Hot Mix Asphaltic Concrete Pavement (Type D) (2.5-IN)	-935	T	$ 206.85	$ (193,404.75)	$ 161.00	$ (150,535.00)	$ 206.80	$ (193,358.00)	$ 230.00	$ (215,050.00)	$ 260.00	$ (243,100.00)	$ 197.25	$ (184,428.75)	$ 250.00	$ (233,750.00)	$ 239.40	$ (223,839.00)
3.	Flexible Base, Type A or D, Grade 1-2, (8-IN)	6,870	SY	$ 23.32	$ 160,208.40	$ 20.70	$ 142,209.00	$ 31.80	$ 218,466.00	$ 35.00	$ 240,450.00	$ 29.00	$ 199,230.00	$ 30.00	$ 206,100.00	$ 32.00	$ 219,840.00	$ 48.30	$ 331,821.00
4.	Hot Mix Asphaltic Concrete Pavement (Type D) (2-IN)	750	T	$ 206.85	$ 155,137.50	$ 158.00	$ 118,500.00	$ 213.40	$ 160,050.00	$ 240.00	$ 180,000.00	$ 273.00	$ 204,750.00	$ 207.00	$ 155,250.00	$ 252.00	$ 189,000.00	$ 239.40	$ 179,550.00
ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 4					$ (68,495.25)		$ (95,926.00)		$ (76,795.10)		$ (69,400.00)		$ (58,960.00)		$ (66,963.75)		$ (92,840.00)		$ (109,210.50)
CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 4					$ (68,495.25)		$ (95,926.00)		$ (76,795.10)		$ (69,400.00)		$ (58,960.00)		$ (66,963.75)		$ (92,840.00)		$ (109,210.50)

Reviewed by Mitchell R. Kean, P.E.

ITEM #6

AGENDA ITEM NO: _____

Discussion and Possible Action regarding Approving a Resolution Appointing Citizens to Serve on the Charter Review Committee

SUBMITTED BY: Sandra Vrablec, City Secretary

MEETING DATE: October 6, 2026

STAFF REPORT

DESCRIPTION

The City of Sealy is a **home-rule municipality operating under the Council-Manager form of government**, as established by the City's Home Rule Charter and adopted by the voters of the City.

From time to time, it is appropriate and required to conduct a comprehensive review of the Charter to determine whether its provisions should be updated, clarified, modernized, or amended to reflect changes in applicable law and the current operational needs of the City.

In preparation for a comprehensive review of the City's Home Rule Charter, staff is requesting that City Council approve a Resolution appointing citizens to serve on the **Charter Review Committee**.

The Committee will serve in an advisory capacity and will be charged with reviewing the existing Charter and developing recommendations for City Council's consideration. The anticipated goal is to complete the review in sufficient time for City Council to determine whether any proposed Charter amendments should be submitted to the qualified voters of the City at the **May 1, 2027 Uniform Election**.

Approval of this Resolution does not amend the City Charter and does not order a Charter amendment election. Any recommendations made by the Charter Review Committee will be presented to City Council at a future public meeting. City Council will then determine which, if any, proposed amendments should be submitted to the voters.

LEGAL PROCESS

Article XI, Section 5 of the **Texas Constitution** authorizes home-rule municipalities to amend their charters, subject to applicable constitutional and statutory requirements. An amendment to a home-rule charter does not become effective unless it is approved by a majority of the qualified voters voting on the amendment.

Chapter 9 of the **Texas Local Government Code** establishes procedures applicable to home-rule charters and Charter amendments.

The proposed **Charter Review Committee** is an advisory committee appointed by City Council to assist with reviewing the City's existing Charter. It should be distinguished from

the statutory **Charter Commission** referenced in Texas Local Government Code § 9.002, which relates to the process for framing and adopting a new home-rule charter.

Because the City of Sealy already has an adopted Home Rule Charter, the purpose of this Committee is not to draft a new Charter. Rather, the Committee will review the existing Charter and recommend potential amendments for City Council's consideration.

Texas Local Government Code § 9.004 authorizes the governing body of a home-rule municipality, on its own motion, to submit proposed Charter amendments to the municipality's qualified voters. Accordingly, the Charter Review Committee's recommendations are advisory. **City Council retains the authority to determine which proposed amendments, if any, will be submitted to the voters.**

CHARTER REVIEW COMMITTEE

Following appointment, the Charter Review Committee will review the City's existing Home Rule Charter and may consider matters including:

- Provisions that may need to be updated due to changes in state or federal law;
- Outdated terminology, references, procedures, or organizational provisions;
- Provisions affecting the duties and responsibilities of elected and appointed City officials;
- Election, vacancy, appointment, administrative, financial, and procedural provisions;
- Provisions that may require clarification based upon the City's experience operating under the Charter; and
- Other potential amendments identified by the Committee, City Council, City staff, or City Attorney.

The City Attorney and City staff will provide information and technical assistance to the Committee as appropriate.

Upon completion of its review, the Committee will present its recommendations to City Council.

NEXT STEPS

Appointment of the Charter Review Committee is the **first step in the review process.** Following appointment:

1. The Committee will conduct its review of the existing Home Rule Charter and develop recommendations.
2. The Committee's recommendations will be presented to City Council for review and discussion.
3. City Council will determine which recommendations, if any, should proceed as proposed Charter amendments.
4. The City Attorney will review proposed amendments and ballot language for compliance with applicable law.

5. If Council determines that Charter amendments should be presented to the voters, Council will consider a separate ordinance ordering a Charter amendment election.
6. Each proposed amendment approved for submission will be presented to the voters in accordance with applicable constitutional, statutory, and election requirements.

The current schedule anticipates completion of this process in sufficient time for Council to consider calling a Charter amendment election for the **May 1, 2027 Uniform Election**.

FINANCIAL IMPACT

There is no significant fiscal impact associated with appointing the Charter Review Committee.

If City Council subsequently determines that proposed Charter amendments should be submitted to the voters, election-related expenses will be incurred. Those costs will be identified as part of the future agenda item to order the election.

STAFF RECOMMENDATION

Staff recommends approval of the Resolution appointing citizens to serve on the **Charter Review Committee** and authorizing the Committee to begin its review of the City of Sealy Home Rule Charter.

RESOLUTION 2026-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEALY, TEXAS, APPOINTING A CHARTER REVIEW COMMISSION; ESTABLISHING DUTIES OF SUCH COMMISSION; AND PROVIDING AN EFFECTIVE DATE.

* * * * * * * * * * *

WHEREAS, the qualified voters of the City of Sealy, Texas ("City") approved revisions to the City's Home Rule Charter in 2022; and

WHEREAS, the City Council finds that a necessity exists to review the City's Charter for potential amendments to best serve the City and its citizens; and

WHEREAS, the establishment of a Charter Review Commission complies with the Texas Constitution as well as state and local laws;

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

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

SECTION 2. The City Council appoints the following five (5) citizens to serve on the Charter Review Commission for a term of six (6) months:

Jennifer Sullivan___

Roxanna Saldana__

James E. Brooks___

Dee Anne Lerma___

Peter Clark_____.

SECTION 3. The Charter Review Commission shall exercise the duties as set forth in Sections 9.12 and 9.13 of the City's Charter, the Texas Local Government Code, Chapter 9, the Texas Constitution, Article 11, Section 5, and any other applicable law.

SECTION 4. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or

provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Sealy, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

SECTION 5. That this Resolution shall be in full force upon passage.

PASSED AND APPROVED ON this 6th day of October 2026.

_____

Carolyn Bilski, Mayor

ATTEST:

_____

Sandra Vrablec, City Secretary

ITEM #7

AGENDA ITEM NO: _____

Approving the City of Sealy's 2027 Calendar Year Holiday Calendar

SUBMITTED BY: Sandra Vrablec, City Secretary

MEETING DATE: October 6, 2026

STAFF REPORT

DESCRIPTION

In accordance with the City's Personnel Policies and Procedures, City Council must annually approve the City's paid holiday calendar.

Staff has prepared a comparison of the City of Sealy's current **Calendar Year 2026 Holiday Calendar** with **Austin County's adopted Calendar Year 2027 Holiday Calendar**.

For Calendar Year 2027, staff recommends that the City's holiday calendar generally follow **Austin County's adopted 2027 Holiday Calendar**, with one exception. The City would continue to recognize **Juneteenth as a paid City holiday** rather than adopting Austin County's **New Year's Eve holiday**.

Juneteenth falls on **Saturday, June 19, 2027**; therefore, under the proposed calendar, the City would observe the holiday on **Friday, June 18, 2027. New Year's Eve, Friday, December 31, 2027, would not be designated as a paid City holiday.**

The proposed calendar maintains the same overall number of paid holidays for City employees while continuing the City's existing recognition of Juneteenth and otherwise generally following Austin County's 2027 holiday schedule.

PROPOSED 2027 CITY OF SEALY HOLIDAY CALENDAR

Holiday	2027 Date
New Year's Day	Friday, January 1
Martin Luther King, Jr. Day	Monday, January 18
Presidents' Day	Monday, February 15
Good Friday	Friday, March 26
Memorial Day	Monday, May 31
Independence Day (Observed)	Monday, July 5
Juneteenth (Observed)	Friday, June 18
Labor Day	Monday, September 6

County Fair Day	Thursday, October 14
Veterans Day	Thursday, November 11
Thanksgiving Holidays	Thursday & Friday, November 25 & 26
Christmas Holidays	Thursday & Friday, December 23 & 24
New Year's Eve	Not observed.

HOLIDAY HOURS

All paid holidays are based on an **eight-hour workday**. Employees assigned to work schedules or shifts exceeding eight hours are responsible for supplementing the holiday hours in accordance with the City's Personnel Policies and Procedures.

ANALYSIS

City of Sealy's Proposed 2027 Holiday Calendar

Current Year 2026	Day(s)/Date(s)	Austin County's Approved 2027	Day(s)/Date(s)	Proposed 2027	Day(s)/Date(s)
New Year's Day	Thursday, January 1	New Year's Day	Friday, January 1	**New Year's Day**	**Friday, January 1**
Martin Luther King, Jr. Day	Monday, January 19	Martin Luther King, Jr. Day	Monday, January 18	**Martin Luther King, Jr. Day**	**Monday, January 18**
President's Day	Monday, February 16	President's Day	Monday, February 15	**President's Day**	**Monday, February 15**
Good Friday	Friday, April 3	Good Friday	Friday, March 26	**Good Friday**	**Friday, March 26**
Memorial Day	Monday, May 25	Memorial Day	Monday, May 31	**Memorial Day**	**Monday, May 31**
Juneteenth	Friday, June 19			**Juneteenth (observed)**	**Friday, June 18**
Independence Day	Friday, July 3	Independence Day (observed)	Monday, July 5	**Independence Day (observed)**	**Monday, July 5**
Labor Day	Monday, September 7	Labor Day	Monday, September 6	**Labor Day**	**Monday, September 6**
County Fair Day	Thursday, October 8	County Fair Day	Thursday, October 14	**County Fair Day**	**Thursday, October 14**
Veterans Day	Wednesday, November 11	Veterans Day	Thursday, November 11	**Veterans Day**	**Thursday, November 11**
Thanksgiving Holidays	Thursday & Friday, November 26 & 27	Thanksgiving Holidays	Thursday & Friday, November 25 & 26	**Thanksgiving Holidays**	**Thursday & Friday, November 25 & 26**
Christmas Holidays	Thursday & Friday, December 24 & 25	Christmas Holidays	Thursday & Friday, December 23 & 24	**Christmas Holidays**	**Thursday & Friday, December 23 & 24**
New Year's Eve	Replaced with Juneteenth	New Year's Eve	Friday, December 31	**New Year's Eve**	**N/A**

Thanksgiving Holidays	Thursday & Friday, November 26 & 27	Thanksgiving Holidays	Thursday & Friday, November 25 & 26	**Thanksgiving Holidays**	**Thursday & Friday, November 25 & 26**
Christmas Holidays	Thursday & Friday, December 24 & 25	Christmas Holidays	Thursday & Friday, December 23 & 24	**Christmas Holidays**	**Thursday & Friday, December 23 & 24**
New Year's Eve	Replaced with Juneteenth	New Year's Eve	Friday, December 31	**New Year's Eve**	**N/A**

RECOMMENDATION

Staff requests City Council's direction regarding the Calendar Year 2027 City of Sealy Holiday Calendar, specifically whether the City should:

- Continue to recognize **Juneteenth as a paid City holiday**, observed on **Friday, June 18, 2027**, since June 19 falls on a Saturday; or
- Align with **Austin County's approved 2027 Holiday Calendar** by recognizing **New Year's Eve** on Friday, **December 31, 2027,** as a paid City holiday in place of Juneteenth.

Either option would maintain the City's current number of paid holidays. Council's direction will determine which holiday is included in the final 2027 City of Sealy Holiday Calendar.

2026 HOLIDAY CALENDAR

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

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

2027 HOLIDAY CALENDAR
Austin County

Friday, January 1	New Years Day
Monday, January 18	Martin Luther King, Jr. Day
Monday, February 15	President's Day
Friday, March 26	Good Friday
Monday, May 31	Memorial Day
Monday, July 5	Independence Day (observed)
Monday, September 6	Labor Day
Thursday, October 14	County Fair Day
Thursday, November 11	Veterans Day
Thursday and Friday, November 25 and 26	Thanksgiving Holidays
Thursday and Friday December 23 and 24	Christmas Holidays
Friday, December 31	New Year's Eve

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

2026 HOLIDAY CALENDAR
Austin County

Thursday, January 1	New Years Day
Monday, January 19	Martin Luther King, Jr. Day
Monday, February 16	President's Day
Friday, April 03	Good Friday
Monday, May 25	Memorial Day
Friday, July 3	Independence Day (observed)
Monday, September 7	Labor Day
Thursday, October 8	County Fair Day
Wednesday, November 11	Veterans Day
Thursday and Friday, November 26 and 27	Thanksgiving Holidays
Thursday and Friday December 24 and 25	Christmas Holidays
Thursday, December 31	New Year's Eve

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

Option 1

2025 HOLIDAY CALENDAR
Austin County

Wednesday, January 1	New Years Day
Monday, January 20	Martin Luther King, Jr. Day
Monday, February 17	President's Day
Friday, April 18	Good Friday
Monday, May 26	Memorial Day
Friday, July 4	Independence Day
Monday, September 1	Labor Day
Thursday, October 9	County Fair Day
Tuesday, November 11	Veterans Day
Thursday and Friday, November 27 and 28	Thanksgiving Holidays
Wednesday and Thursday December 24 and 25	Christmas Holidays
Wednesday, December 31	New Year's Eve

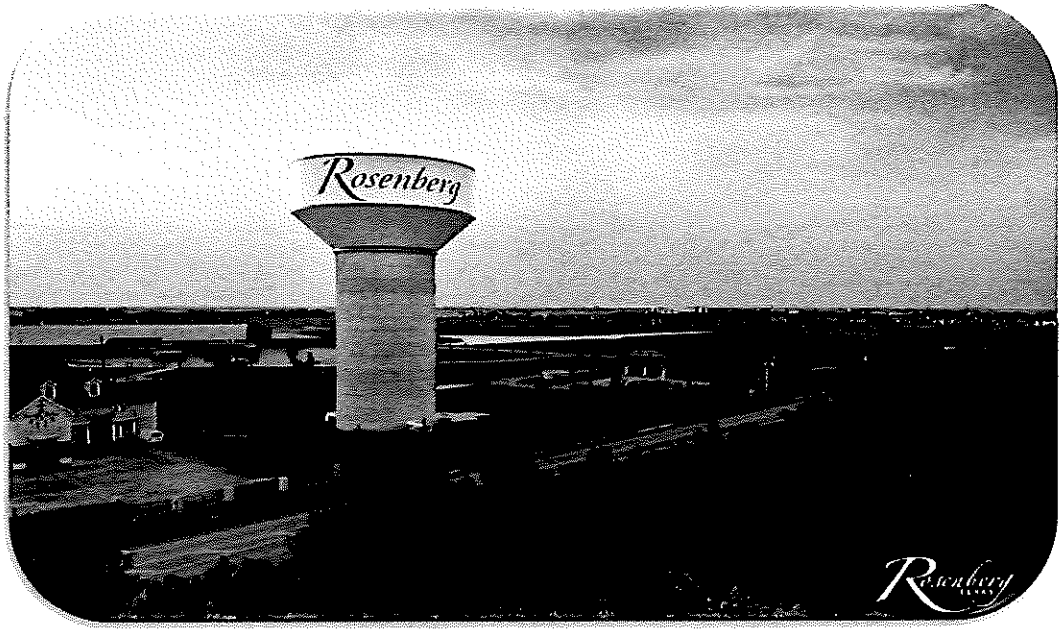
*All holidays based on 8 hour workday. Those with longer shifts must supplement the holiday hours.

CITY OF
BROOKSHIRE
TEXAS

Holiday Break

2025-2026

Tuesday,November 11, 2025	VETERAN'S DAY
Thurs-Fri,November 27-28, 2025	THANKSGIVING DAYS
Wed-Fri, December 24-26, 2025	CHRISTMAS DAYS
Wed-Thursday, Dec. 31, 2025-Jan 1, 2026	NEW YEAR'S DAYS
Monday, Jan 19, 2026	MLK
Friday, April 3, 2026	GOOD FRIDAY
Monday, May 25, 2026	MEMORIAL DAY
Friday, June 19, 2026	JUNETEETH
Friday, July 3, 2026	JULY 4TH
Monday, September 7, 2026	LABOR DAY



2026 City of Rosenberg Holiday Schedule

New Year's Day	Thursday, January 1, 2026
Martin Luther King Jr. Day	Monday, January 19, 2026
Good Friday	Friday, April 3, 2026
Memorial Day	Monday, May 25, 2026
Juneteenth	Friday, June 19, 2026
Independence Day	Friday, July 3, 2026
Labor Day	Monday, September 7, 2026
Fort Bend County Fair Day	Friday, September 25, 2026
Veterans Day	Wednesday, November 11, 2026
Thanksgiving Day	Thursday, November 26, 2026
Day after Thanksgiving	Friday, November 27, 2026
Christmas Eve	Thursday, December 24, 2026
Christmas Day	Friday, December 25, 2026

****Note: The 2027 New Year's Holiday will be observed on Friday, January 1, 2027****

As a reminder, Section 7.04 of the City of Rosenberg Personnel Policies & Procedures Manual states; To be eligible for holiday pay, A regular, full-time employee must be at work and/or on excused leave or vacation the day before and the day after a holiday to receive pay for the holiday. If an employee is on unpaid leave or an unexcused absence the day before and/or the day after a holiday, the employee will not receive holiday pay for the holiday. This provision does not apply to shift firefighters unless their shift falls on a day immediately prior to, during or after a holiday.

Greater Houston city holiday comparison: 2027

Juneteenth falls on **Saturday, June 19, 2027**; Independence Day falls on **Sunday, July 4, 2027**. The corresponding Friday and Monday are **June 18** and **July 5**. In the table, **confirmed** means the city has published a 2027 date. **Policy-based** means a published weekend rule yields that date, subject to the city continuing to designate the holiday. **Pending** means I found no published 2027 date or applicable weekend rule. A City Hall closure is evidence of office observance, but does not establish every employee's paid-leave entitlement.

City	Juneteenth 2027	Independence Day 2027	Personnel-policy language or closest published city wording
Houston	**Fri., June 18 — confirmed**	**Mon., July 5 — confirmed**	HR states that the city grants employees the listed paid holidays and publishes both 2027 dates. Its employee guide explains that an employee who is scheduled to work but released for a holiday receives straight-time holiday pay; different rules address employees required to work. (City of Houston eGovernment Center)
Katy	**Pending designation**	**Mon., July 5 — policy-based**	Personnel policy §5.05 says Saturday holidays "normally will be observed on the preceding Friday" and Sunday holidays "normally will be observed on the following Monday." I could not verify a current employee holiday list establishing Juneteenth as a paid city holiday. (www.cityofkaty.com)
Sugar Land	**Pending; no Juneteenth closure on the available 2026 office list**	**Pending**	Its published *City Holiday Schedule* says "City Offices will be closed on the following dates" and lists July 3, 2026, for Independence Day. I did not locate public personnel-policy wording governing 2027 weekend observance. (www.sugarlandtx.gov)
League City	**Pending; absent from the 2026 facility-closure list**	**Pending**	HR's *Calendar Year 2026 City Buildings and Facilities Closure Dates* lists Friday, July 3, for Independence Day. It does not state a general weekend personnel rule. (www.leaguecitytx.gov)
Texas City	**Fri., June 18 — confirmed**	**Mon., July 5 — confirmed**	The HR holiday schedule expressly labels June 18 "Observed Friday" and July 5 "Observed Monday." Its benefits page lists Juneteenth among paid holidays; employee-group provisions can differ. (texascitytx.gov)
Pasadena	**Pending; absent from its 2026 holiday calendar**	**Pending**	Its published *2026 Holiday Schedule* calls July 3 "Independence Day Observed." No public personnel-policy weekend clause or 2027 schedule was verified. (intranet.pasadenatx.gov)
Conroe	**Pending; Juneteenth**	**Pending**	The city calls its 2026 list the "official list of City of Conroe holidays" and says administrative offices

	was designated in 2026		and certain facilities close on the designated dates. It lists June 19 and July 3, 2026, but supplies no general 2027 weekend rule. (www.cityofconroe.org)
Rosenberg	**Pending; Juneteenth was designated in 2026**	**Pending**	The 2026 employee schedule quotes personnel manual §7.04: regular full-time employees must work or be on excused leave or vacation before and after a holiday to receive holiday pay. It lists June 19 and July 3, 2026; I did not find a weekend-date clause. (www.rosenbergtx.gov)
Missouri City	**Fri., June 18 — policy-based, if Juneteenth remains designated**	**Mon., July 5 — policy-based**	Personnel policy §7.1(g): "If a holiday falls on Saturday, the preceding Friday shall be observed, and if a holiday falls on Sunday, the following Monday shall be observed." The available manual is from 2019 and predates Juneteenth's addition; a 2026 city calendar confirms a Juneteenth office closure. (www.missouricitytx.gov)
Sealy	**Pending; Juneteenth was designated in 2026**	**Pending**	The city says its offices "will be closed for the following holidays in 2026" and lists June 19 and July 3. I did not locate a public Sealy personnel-policy clause setting the 2027 substitute dates. **June 18 and July 5 are planning assumptions, not adopted Sealy dates.** (www.ci.sealy.tx.us)
West University Place	**Pending; designation not verified**	**Pending**	The city's 2026 notice says offices would be closed Friday, July 3, "in observance of Independence Day." I did not verify a public personnel weekend rule or Juneteenth employee-holiday designation. (www.westutx.gov)
Bellaire	**Fri., June 18 — policy-based, if designated**	**Mon., July 5 — policy-based**	Employee handbook §6.07 says a Saturday holiday is "normally" observed the preceding Friday and a Sunday holiday the following Monday. The handbook predates Juneteenth's addition, but the city announced a Juneteenth office closure in 2026. (www.bellairetx.gov)
Seabrook	**No Juneteenth day shown on current HR benefits list**	**Pending**	HR says city offices close for its listed holidays, which include Independence Day but do not include Juneteenth. No general weekend-date rule was found on that page. (www.seabrooktx.gov)
Hunters Creek Village	**Pending; absent from 2026 City Hall schedule**	**Pending**	The city's 2026 schedule says "City Hall will be closed on the following days," including Friday, July 3, for Independence Day. It does not provide a personnel weekend rule. (cityofhunterscreek.com)
La Porte	**No Juneteenth holiday established by**	**Mon., July 5 — policy-based**	Employee handbook §7.06: "If an official City holiday occurs on a Saturday, it will be observed on the Friday before." Its next sentence assigns Sunday holidays to the Monday after. The publicly

	the sources reviewed		available handbook is revised 2015 and omits Juneteenth; the 2026 city holiday list also omits it. (www.laportetx.gov)
Humble	**Pending; not on the approved 2026 list**	**Pending**	A council agenda memorandum says its recommended dates are made "in accordance with Section 6.02 of the City of Humble Personnel Policy." It lists Independence Day as observed July 3, 2026, but omits Juneteenth and does not reproduce §6.02's weekend language. (d3n9y02raazwpg.cloudfront.net)
Bunker Hill Village	**Pending; not on the published 2026 staff-holiday list**	**Pending**	The city's council materials list Friday, July 3, 2026, as the Independence Day staff holiday. I did not verify a public general weekend rule. (bunkerhilltx.gov)
Manvel	**Pending; Juneteenth was observed in 2026**	**Pending**	The city said administrative offices would be closed Friday, June 19, 2026, for Juneteenth and Friday, July 3, for Independence Day. These closure notices do not set a 2027 personnel rule. (cityofmanvel.com)
Deer Park	**Not listed in the available personnel manual; 2027 status pending**	**Date designated by city manager; pending**	Amended manual §6.10 says weekend holidays on its list are observed "on the date designated by the City Manager." The available list includes July Fourth but omits Juneteenth; a later designation or amendment would need verification. (deerparktx.gov)
Lake Jackson	**Pending; Juneteenth was designated in 2026**	**Pending**	The city says City Hall "will be closed the following days to observe these holidays" and lists June 19 and July 3, 2026. No public personnel weekend clause or 2027 dates were verified. (www.lakejackson-tx.gov)

ITEM #8

AGENDA ITEM NO: _____

SUBMITTED BY: Mike Barrow, Assistant City Manager
MEETING DATE: October 6, 2026

STAFF REPORT

DESCRIPTION

Discussion and Possible Action regarding Update on TxDOT Projects.

ANALYSIS

Relief Route – TxDOT is going to publish the route (referred to as Route B) soon. There is no set date yet, but they believe late October to late November. There is limited that I can say about it and we do not want to jump out ahead of TxDOT. I can say that the route makes sense and it does fall to the east of our designated thoroughfare for the area in the Future Thoroughfare Plan of the City's 2015 Comprehensive Plan.

Speed Study on Hwy 36 – Speaking to Ryan Simper with TxDOT, we should be getting reports in November. No other information available of how the speed limits will change from Jurica Road to about N 5th Street.

Speed Study on FM 2187 – They are just beginning the study and this may take a little while with the proposed driveway additions of Hunters Crossing Development and the Elementary School there already where there should have been a Traffic Impact Analysis (TIA), but obviously wasn't. TxDOT will need to take into consideration Hunters Crossing's TIA and the development's that are there already. We have already seen the improvements that TxDOT is looking for from Hunters Crossing and the city engineer is reviewing that TIA as well.

Hwy 36 Intersection Improvement at Gebhardt Road, South Circle, and North Circle – This is on track to be awarded in November 2027 and construction should begin around March 2028.

- Gebhardt Road Intersection Improvements – will essentially limit vehicles to right turns only when leaving Gebhardt Road, but allow turn ins to Gebhardt Road from Hwy 36. Those wanting to turn left from Gebhardt Road on to Hwy 36, there will be a connection from Gebhardt Road to the feeder Road/Ramp located across from Pizza Hut. This connection will allow a left turn on the ramp to enter the interstate (Katy), or allow a right turn to go to the traffic light at Popeye's Chicken. It is a complicated mess there with Gebhard so close to the intersection and this is the best long-term solution I could come up with working with TxDOT on the issue.
- South Circle Intersection Improvements – will create a 90 degree intersection for S Circle to connect to Hwy 36. The traffic light at Walgreen's and the new traffic light at American Legion will work in sync. There will be pedestrian crosswalks at the new intersection along with street lights on the traffic light poles as the area now is very dark at night. I am working with TxDOT on a sidewalk project to extend sidewalks from Tony's to Wal-Mart that they can incorporate into the intersection projects of S Circle and also Gebhardt using TxDOT local funding. TxDOT has worked it out with American Legion and there will be a driveway connect connecting American Legion to McDonald's and McDonald's will lose a driveway, but American Legion will gain the large intersection/driveway that connects to McDonald's. There will be a curbed median between traffic light at Walgreen's and new traffic light. Tony's will lose the driveway connect to Hwy 36 nearest the current S Circle connection to Hwy 36 and the second Tony's driveway north of S Circle will move about 30 ft north from its present location, which puts the new driveway entering toward the building. This will be odd, but it is what TxDOT and Tony agreed to.
- North Circle is fairly well the same except where southbound now goes from two lanes to one lane through the Hwy 36/N Circle intersection, that will be corrected to allow both southbound lanes to continue south without reducing to one lane. With this, the outside southbound lane will have the option to go straight or turn right on to N Circle Drive.

RECOMMENDATION

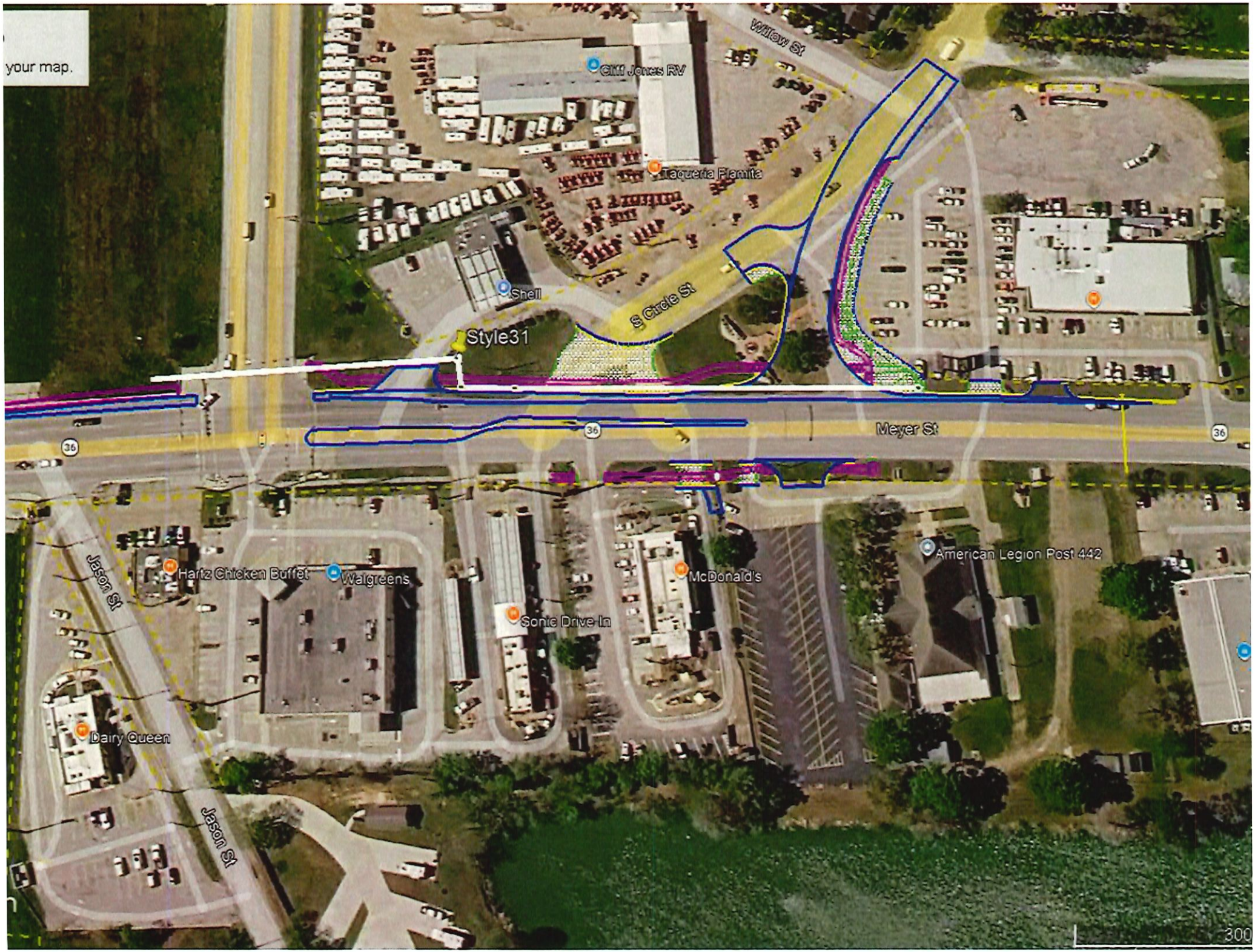
Just Update

FINANCIAL IMPACTS

Public Works is already preparing to replace a gas line crossing Hwy 36 near the Hwy 36/S Circle intersection, as the 4-inch gas line will be in conflict with the proposed storm drain size increase. The gas line will be replaced with a 4-inch.

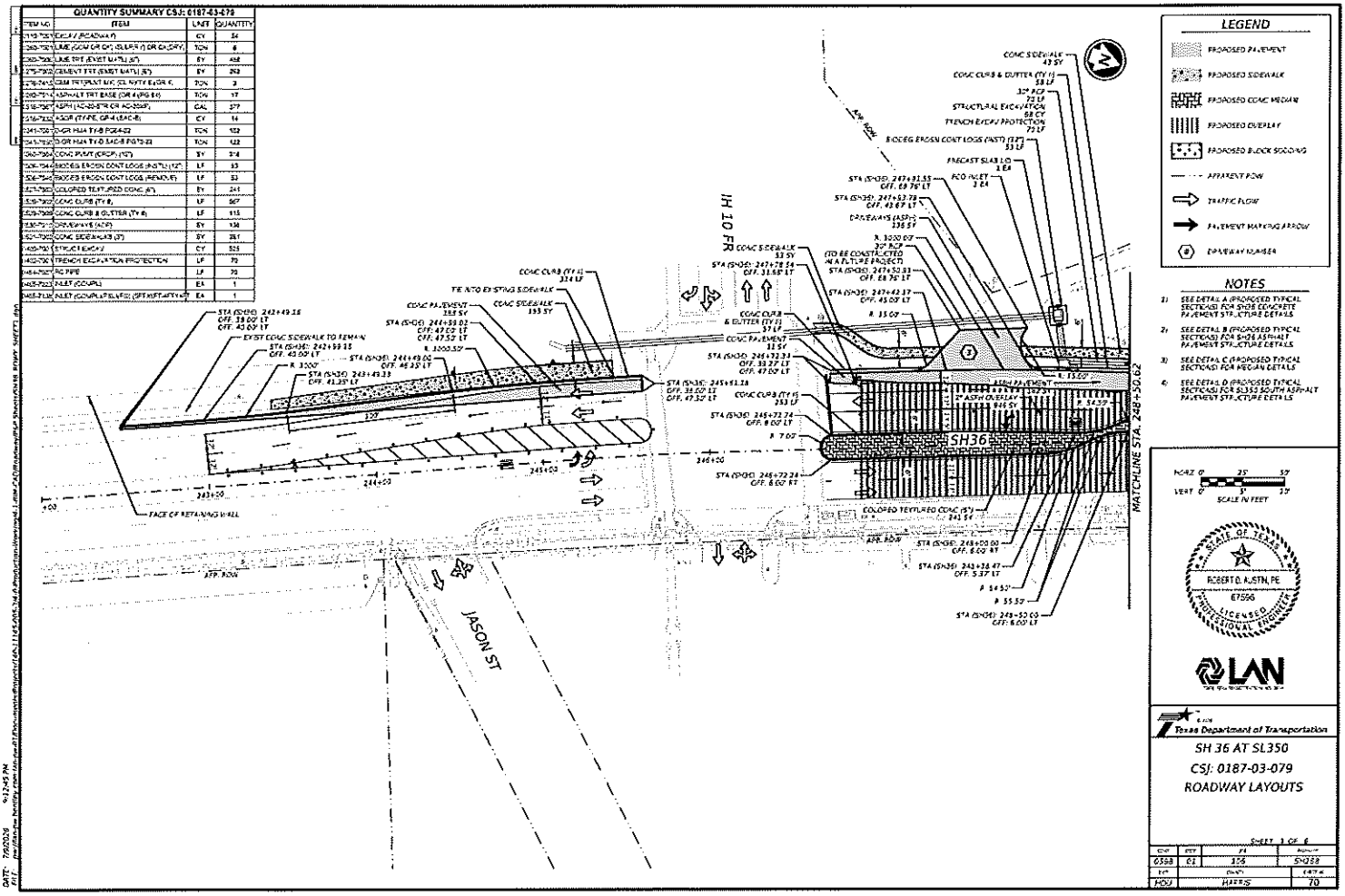
TXDOT HIGHWAY 36 INTERSECTIONS IMPROVEMENT PROJECT

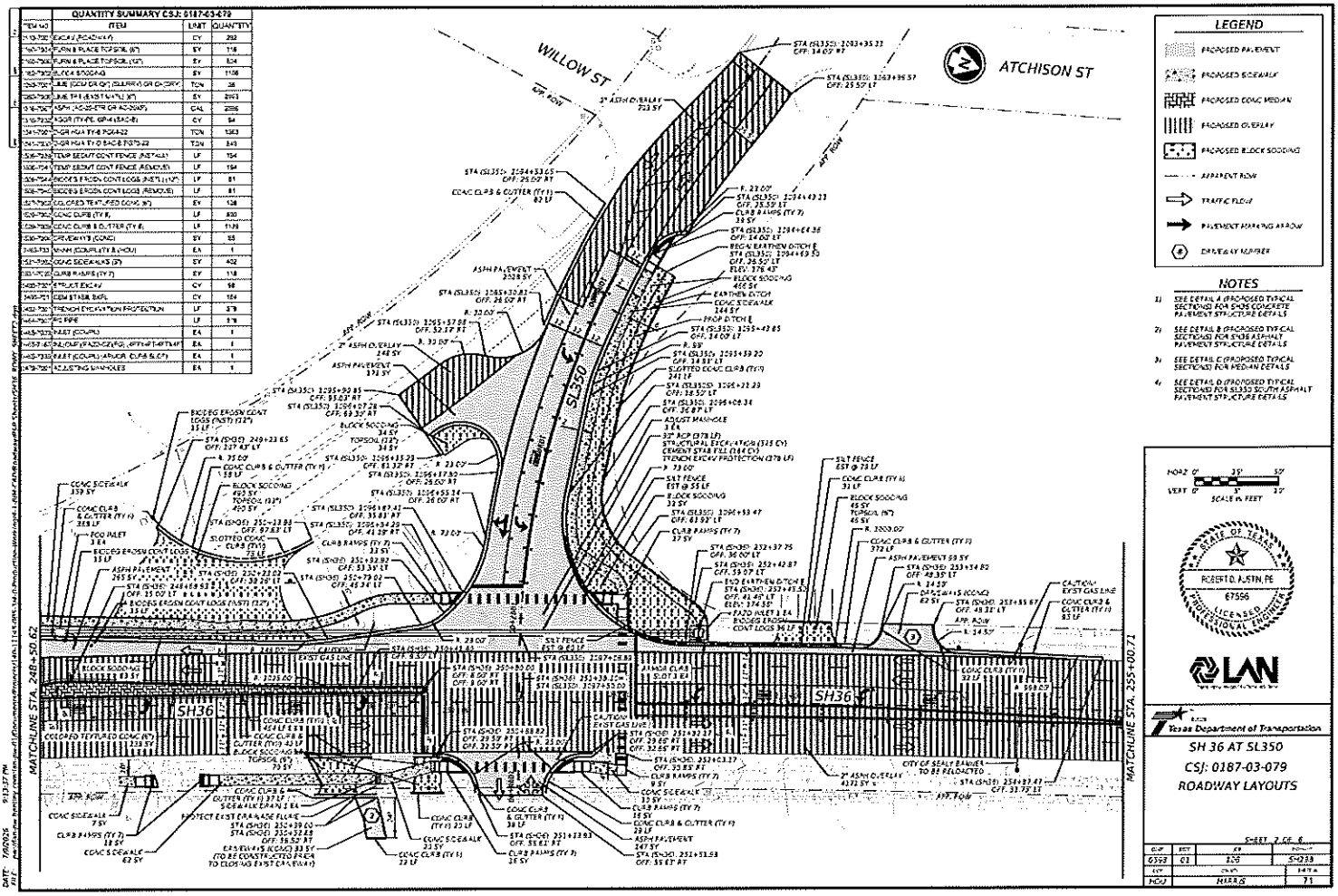
(Gebhardt Road, Loop 350 North & South)

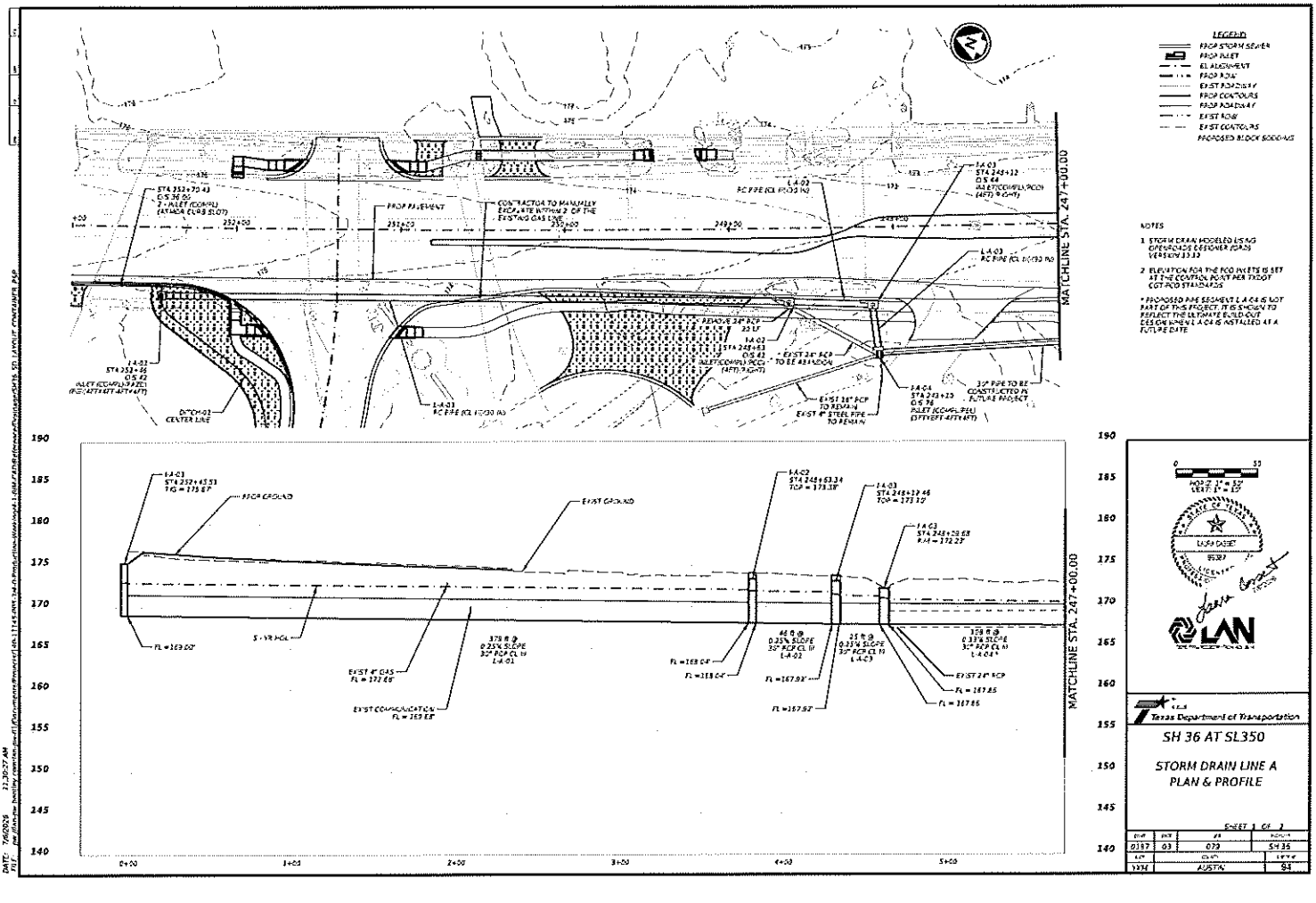

your map.
Cliff Jones RV
Willow St
Taqueria Flamita
Shell
S Circle St
Style31
Meyer St
36
Jason St
Hartz Chicken Buffet
Walgreens
Sonic Drive-In
McDonald's
American Legion Post 442
Dairy Queen
300

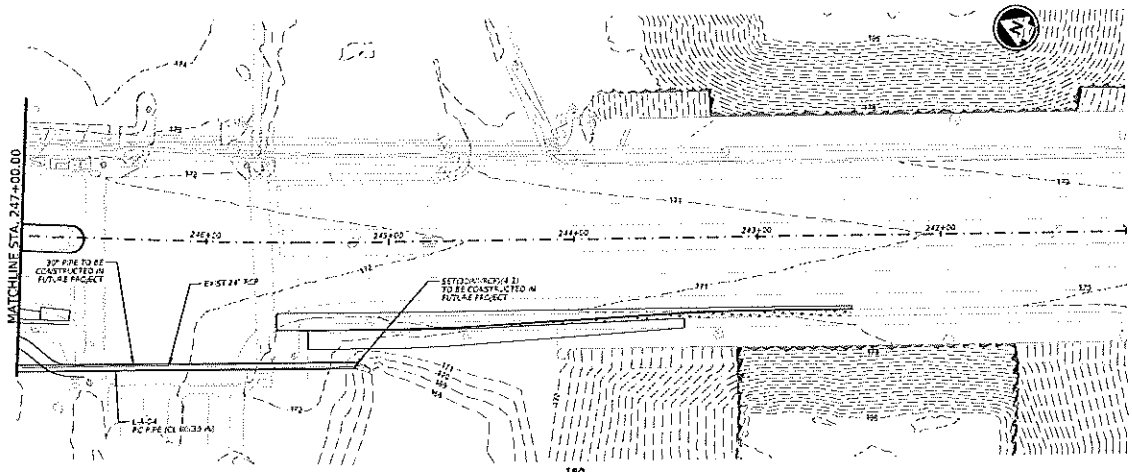
Arms Of Hope Drop Box Only
Little Triangle Food Mart
North Dr
aly Fuel Express
A Childs Place
Sealy Pharmacy
36
CVS

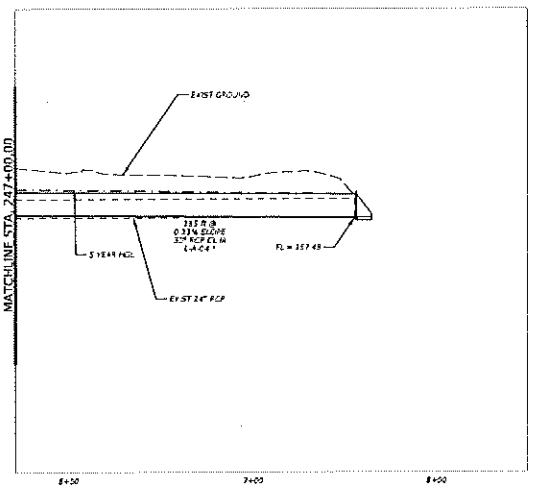
your map.


QUANTITY SUMMARY CSJ: 0187-03-079
ITEM NO | ITEM | UNIT | QUANTITY
LEGEND
PROPOSED PAVEMENT
PROPOSED SIDEWALK
PROPOSED CONC MEDIAN
PROPOSED OVERLAY
PROPOSED BLOCK SODDING
APPARENT ROW
TRAFFIC FLOW
PAVEMENT MARKING ARROW
DRIVEWAY NUMBER
NOTES
1) SEE DETAIL A (PROPOSED TYPICAL SECTIONS) FOR SH36 CONCRETE PAVEMENT STRUCTURE DETAILS.
2) SEE DETAIL B (PROPOSED TYPICAL SECTIONS) FOR SH36 ASPHALT PAVEMENT STRUCTURE DETAILS.
3) SEE DETAIL C (PROPOSED TYPICAL SECTIONS) FOR MEDIAN DETAILS.
4) SEE DETAIL D (PROPOSED TYPICAL SECTIONS) FOR SL350 SOUTH ASPHALT PAVEMENT STRUCTURE DETAILS
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IH 10 FR
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FACE OF RETAINING WALL
SCALE IN FEET
ROBERT D. AUSTIN, PE
87596
LICENSED
PROFESSIONAL ENGINEER
Texas Department of Transportation
SH 36 AT SL350
CSJ: 0187-03-079
ROADWAY LAYOUTS
SHEET 1 OF 6
DIST | COUNTY | CONTROL | SECTION | JOB | HIGHWAY
HOU | HARRIS | 70


QUANTITY SUMMARY CSJ: 0187-03-079
ITEM NO. | ITEM | UNIT | QUANTITY
LEGEND
PROPOSED PAVEMENT
PROPOSED SIDEWALK
PROPOSED CONC MEDIAN
PROPOSED OVERLAY
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3) SEE DETAIL C (PROPOSED TYPICAL SECTIONS) FOR MEDIAN DETAILS
4) SEE DETAIL D (PROPOSED TYPICAL SECTIONS) FOR SL350 SOUTH ASPHALT PAVEMENT STRUCTURE DETAILS
WILLOW ST
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Texas Department of Transportation
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CSJ: 0187-03-079
ROADWAY LAYOUTS
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CITY | COUNTY | SHEET NO.
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LEGEND
PROP STORM SEWER
PROP INLET
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EXIST ROADWAY
PROP CONTOURS
PROP ROADWAY
EXIST ROW
EXIST CONTOURS
PROPOSED BLOCK SODDING
NOTES
1 STORM DRAIN MODELED USING OPENROADS DESIGNER (ORD) VERSION 10.10
2 ELEVATION FOR THE RCD INVERTS IS SET AT THE CONTROL POINT PER TXDOT CCTT RCD STANDARDS
* PROPOSED PIPE SEGMENT L A 04 IS NOT PART OF THIS PROJECT. IT IS SHOWN TO REFLECT THE ULTIMATE BUILD-OUT CONDITION WHERE L A 04 IS INSTALLED AT A FUTURE DATE
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MATCHLINE STA. 247+00.00
PROP GROUND
EXIST GROUND
EXIST 4" GAS
EXIST COMMUNICATION
EXIST 24" RCP
EXIST 4" STEEL PIPE TO REMAIN
EXIST 18" RCP TO REMAIN
REMOVE 24" RCP
EXIST 24" RCP TO BE ABANDONED
32" PIPE TO BE CONSTRUCTED IN FUTURE PROJECT
CONTRACTOR TO MANUALLY EXCAVATE WITHIN 2' OF THE EXISTING GAS LINE
PROP PAVEMENT
DITCH-01 CENTER LINE
Texas Department of Transportation
SH 36 AT SL350
STORM DRAIN LINE A
PLAN & PROFILE
SHEET 1 OF 1
AUSTIN





LEGEND

- PROP STORM SEWER
- PROP INLET
- EL ALIGNMENT
- PROP ROW
- EXIST ROADWAY
- PROP CONTOURS
- PROP ROADWAY
- EXIST ROW
- EXIST CONTOURS
- PROPOSED BLOCK SODDING

NOTES

1. STORM DRAIN MODELED USING SPECIFICATION DESIGNER (TxDOT VERSION 10.12)
2. ELEVATION FOR THE RCD INVERTS IS SET AT THE CONTROL POINT PER TXDOT CST-RCD STANDARDS.

* PROPOSED PIPE SEGMENT L-A-C-A IS NOT PART OF THIS PROJECT. IT IS SHOWN TO REFLECT THE ULTIMATE BUILD-OUT DESIGN WHEN L-A-C-A IS INSTALLED AT A FUTURE DATE

0 50

HORZ 1" = 50'
VERT 1" = 10'

LAURA CASSET
95387
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS

LAN

Texas Department of Transportation

SH 36 AT SL350

STORM DRAIN LINE A
PLAN & PROFILE

SHEET 2 OF 2

0197	03	073	SH 36
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ITEM #9

AGENDA ITEM NO: _____

Discussion regarding Overtime and Compensatory Time

SUBMITTED BY: Kimbra Hill, City Manager

MEETING DATE: October 6, 2026

STAFF REPORT

DESCRIPTION

The purpose of this agenda item is to evaluate potential options for **managing and reducing the City's financial liabilities associated with accrued overtime compensation and compensatory time,** including:

a) **Authorizing a payout of employees' accrued overtime compensation and compensatory time;** and

b) **Possible amendments to the City's Personnel Policies and Procedures** establishing an annual review of accrued compensatory time balances and the associated financial liability.

As part of the proposed policy discussion, staff would provide City Council, at the end of each fiscal year, with a report identifying accrued compensatory time balances and the estimated cost of a potential payout. This information could be presented in conjunction with the City's preliminary year-end budget surplus projections.

Council could then determine annually whether available year-end funds should be used to pay some or all accrued compensatory time balances or whether the balances should remain accrued in accordance with the City's existing policy.

An annual review at the end of the fiscal year would also allow Council to consider any payout **before merit or other compensation increases scheduled for the new fiscal year take effect**, since the value of accrued compensatory time may increase when an employee's regular rate of pay increases.

The timing of any payout is also an important financial consideration. A payout made during the fiscal year reduces the City's accrued liability at that point in time; however, it also creates additional capacity for employees to begin accruing compensatory time again during the **same fiscal year**.

For example, an employee with an 80-hour compensatory time balance could receive payment for those 80 hours and then potentially accrue up to another 80 hours before the end of the same fiscal year. Although the City's policy would continue to limit the employee's balance to 80 hours at any one time, the City could incur the cost of the initial payout and subsequently incur an additional accrued liability during that same fiscal year.

For this reason, staff believes that establishing the **end of the fiscal year as the annual review point** provides a more predictable mechanism for evaluating, budgeting, and managing the City's accrued compensatory time liability.

ANALYSIS

Historically, the City's philosophy has been to encourage employees to **use accrued compensatory time as paid time off rather than routinely cashing out accrued balances**, when operationally feasible. However, there is a process and protocol for an employee to request payout in lieu of use. This is a payment for actual time worked.

The City's annual personnel budget is developed based upon projected payroll costs, including anticipated overtime expenditures and compensatory time payouts. A citywide annual payout of accrued compensatory time has not historically been included as a recurring budgeted expenditure.

The following table reflects the **FY 2026–27 budgeted overtime expenditures by department** and the most recent overtime and compensatory time information available through **August 30, 2026**.

Importantly, **all employees are currently in compliance with the City's overtime and compensatory time policy, and no employee exceeds the City's 80-hour maximum compensatory time accrual limit.** The purpose of this review is not to address a policy compliance issue, but rather to evaluate the City's accrued financial liability and potential options for managing that liability going forward.

Because NeoGov is currently being implemented, preparation of an updated compensatory time valuation would require a manual reconciliation of employee balances and rates of pay. Due to current staff workload and the timing of this agenda item, that reconciliation has not yet been completed. Therefore, the information below is provided for **preliminary discussion purposes** and should not be considered the final cost of a potential payout.

Fund	Department	Budgeted OT Pay	Employees with Accrued OT/Comp Time (8/30/26)	Estimated Total Departmental Hours (8/30/26)	Estimated Value	Preliminary Assessment of Available FY 2026–27 OT Budget
10	City Manager	N/A	N/A	N/A	N/A	N/A
10	Finance	$500	2	1.26	$34.57	Yes
10	Municipal Court	$200	1	.19	$5.84	Yes
10	Police	$135,000	18	855.27	$34,565.39	Yes
10	Planning	$1,000	3	41.41	$135.71	Yes
10	City Secretary	$500	0	N/A	$0	N/A
10	Human Resources	$530	0	N/A	$0	N/A
10	Building Services	$1,500	1	7.67	$153.98	Yes
10	Streets & Parks	$20,000	8	188.76	$5,521.00	Yes
10	Mechanic	$1,500	0	0	$0	N/A
20	CVB	$0	N/A	N/A	N/A	N/A
29	EDC	$0	N/A	N/A	N/A	N/A
56	Water	$15,000	7	264.44	$7,757.09	*
56	Sewer	$15,000	1	80	$2,559.48	*
57	Gas	$15,000	6	159.44	$4,663.17	*

Water, Sewer, and Gas may or may not have sufficient budgeted overtime funding to absorb both an immediate full payout of existing accrued compensatory time in addition to overtime expenditures incurred during the remainder of FY 2026–27. Overtime requirements associated with emergencies, system failures, weather events, and other unanticipated operational needs cannot be reliably predicted.

The City's current **80-hour maximum** also provides some predictability when estimating overtime expenditures. Once an employee reaches the maximum accrual, additional qualifying overtime must generally be paid through payroll rather than added to the employee's compensatory time balance.

For employees who routinely work overtime and maintain balances at or near the maximum, the City can use historical overtime payments to assist in projecting future expenditures.

FINANCIAL EFFECT OF PAYING ACCRUED BALANCES

Payment of accrued compensatory time does not eliminate the employee's ability to earn compensatory time in the future. Instead, a payout reduces the existing balance and creates additional capacity for the employee to accrue compensatory time again, up to the City's established maximum.

For example, an employee with an **80-hour compensatory time balance** could receive payment for those hours and immediately begin accumulating compensatory time again. If a payout occurs during the fiscal year, that employee could potentially accrue up to another 80 hours before the fiscal year ends.

Therefore, a midyear payout does not merely reduce an existing liability. It may result in the City:

- Incurring the immediate cash expenditure associated with paying the existing balance;
- Creating additional capacity for the employee to accrue compensatory time during the remainder of the **same fiscal year**; and
- Ending the fiscal year with a new accrued compensatory time liability after already paying the employee's earlier balance.

Conversely, if Council elects to leave accrued balances in the compensatory time bank, employees at or near the 80-hour maximum have limited capacity to accrue additional compensatory time. Additional qualifying overtime worked after reaching the maximum must generally be paid through payroll.

There is therefore a financial tradeoff between the two approaches:

Paying accrued balances:

- Reduces the City's existing accrued liability;
- Requires an immediate cash expenditure; and
- Creates additional capacity for employees to accrue future compensatory time.

Retaining accrued balances:

- Avoids the immediate cash expenditure associated with a payout;
- Limits additional compensatory time accrual for employees at or near the 80-hour maximum;
- Provides employees with a reserve of available paid time off, which may be particularly beneficial for newer employees with limited accrued vacation leave or employees who have used a significant portion of their available vacation leave; but
- May result in additional cash overtime payments when employees at the maximum continue to work qualifying overtime.

The financial analysis should therefore consider more than the immediate cost of a proposed payout. It should also consider:

- Historical overtime usage;
- Current compensatory time balances;
- Anticipated staffing and overtime requirements;
- Available departmental overtime budgets;
- The timing of any proposed payout;
- The potential for employees to rebuild balances following a payout; and
- The City's overall year-end financial position.

TIMING OF A YEAR-END REVIEW

Staff recommends consideration of a policy change requiring staff to provide City Council with an **overtime and compensatory time report at the end of each fiscal year**, together with available information regarding projected year-end budget surplus.

Establishing a formal year-end review could provide Council with an opportunity to evaluate accrued compensatory time balances in conjunction with the City's overall financial position before determining whether a payout is appropriate.

If Council wishes to establish such a process, staff recommends that the annual report include, at a minimum:

- Total accrued compensatory time hours;
- Estimated payout value;
- Balances and estimated costs by department and fund;
- Number of employees at or approaching the maximum accrual;
- Overtime expenditures during the fiscal year;
- Available budget authority within the applicable personnel accounts;
- Preliminary year-end revenue and expenditure projections; and
- Estimated year-end budget surplus, when sufficiently reliable information is available.

This would provide Council with both the **accrued liability** and the City's **projected financial capacity to fund a payout** before making an annual determination.

EFFECT OF PAY INCREASES ON ACCRUED COMPENSATORY TIME

The timing of an annual review is also relevant because the value of accrued compensatory time may change when an employee's regular rate of pay changes.

Conducting the review near the end of the fiscal year and before any merit or other compensation increases scheduled for the new fiscal year take effect would allow Council to evaluate the cost of a potential payout based upon the applicable rates of pay at that time.

If balances remain in the compensatory time bank and employee pay rates subsequently increase, the future cost associated with paying those balances may also increase.

This does not necessarily mean that paying balances before a compensation increase will always produce the lowest overall cost, because employees may subsequently rebuild compensatory time balances at their higher rates of pay. It is one factor Council may consider as part of the broader annual financial analysis.

REVIEW OF CURRENT ACCRUAL LIMIT

The City of Sealy currently limits compensatory time accrual to **80 hours for all eligible non-exempt employees**, including peace officers and civilian employees.

For comparison purposes, the Human Resources Administrator contacted the **Cities of Fulshear, Brenham, Katy, and Columbus, as well as Austin County and Colorado County**, regarding their compensatory time accrual limits. The following chart compares the City of Sealy's current 80-hour maximum with the accrual limits reported for **peace officers/public safety employees and civilian/other eligible employees** by the surveyed governmental entities.

This comparison is provided to illustrate how the City of Sealy's current compensatory time accrual limit compares with those of other local governmental employers and the City's competitors.

Entity	Employee Category	80 Hours	240 Hours	480 Hours
City of Sealy	Peace Officers / Public Safety	X		
	Civilian / Other Employees	X		
City of Fulshear	Peace Officers / Public Safety			X
	Civilian / Other Employees		X	
City of Brenham	Peace Officers / Public Safety			X
	Civilian / Other Employees		X	
City of Katy	Peace Officers / Public Safety			X
	Civilian / Other Employees		X	
City of Columbus	Peace Officers / Public Safety			X
	Civilian / Other Employees		X	
Austin County	Peace Officers / Public Safety			X
	Civilian / Other Employees		X	
Colorado County	Peace Officers / Public Safety			X
	Civilian / Other Employees		X	

While the surveyed governmental entities generally allow substantially higher compensatory time accrual limits than the City of Sealy, increasing the City's maximum would also increase the amount of accrued financial liability that an individual employee could accumulate.

The City's current 80-hour maximum provides employees and departments with some flexibility to utilize compensatory time while placing a defined limit on the amount of compensatory time liability that may accumulate for each employee.

POLICY CONSIDERATION

Based upon this review, staff believes there is value in establishing a formal process within the City's Personnel Policies and Procedures requiring an **annual review of compensatory time balances and the associated financial liability near the end of each fiscal year.**

The annual review would not require Council to authorize a payout. Instead, it would provide Council with the information necessary to determine whether the City's financial condition supports paying all or a portion of the liability.

This would allow Council to consider the decision in conjunction with the City's preliminary year-end financial results and before compensation increases for the following fiscal year become effective.

It would also preserve the City's historical philosophy of encouraging employees to use compensatory time as paid time off, when operationally feasible, rather than creating an expectation that accrued compensatory time will automatically be converted to cash each year.

This approach would preserve Council's discretion and avoid creating an automatic annual expenditure that may not be financially appropriate every fiscal year.

FINANCIAL IMPACT

The information presented for Council's consideration is based on the **Overtime and Compensatory Time Report provided to City Council on September 15, 2026, reflecting accrued balances through August 30, 2026**. Accordingly, the balances and estimated financial impact presented are a snapshot as of that date and do not reflect overtime or compensatory time earned, used, or paid after August 30, 2026.

The actual financial impact of any payout cannot be determined until staff calculates each eligible employee's accrued balance and applicable rate of pay as of the date established for the payout.

If Council directs staff to proceed with a payout at this time, staff will calculate the total cost and identify the financial impact by employee, department, and fund based on updated balances and applicable rates of pay.

A citywide payout was **not specifically requested or included as an expenditure during development of the FY 2026–27 budget**. Therefore, Council should consider the availability of existing appropriations and whether a budget amendment would be required before authorizing payment.

For future fiscal years, if Council establishes an annual review process, staff could incorporate accrued overtime and compensatory time balances and the estimated cost of a potential payout into the City's year-end financial projections.

This would allow Council to consider the information together with projected year-end revenues, expenditures, and available budget surplus before determining whether to authorize a payout or leave the accrued balances in place.

STAFF RECOMMENDATION

Staff recommends that City Council discuss and provide direction

Attachment: Compensatory Time Liability Report provided to City Council at the September 15, 2026 meeting

EMPLOYEE INFORMATION			AS OF 8/30/2026					
EMP #	DEPARTMENT	HIRE DATE	RATE OF PAY	COMP TIME BALANCE	PAY OUT	TOTAL (INCLUDES TAXES & TMRS)	PAYOUT VALUE DIFFERENCE 10/01/24 VS CURRENT	
01-0440	CITY MANAGER	4/15/2019	$ 64.90	0.00	0.00	$ -	$ -	
01-0566	STREETS & PARKS	6/3/2024	$ 20.20	1.28	1.28	$ 32.11	$ (130.84)	
01-0548	FINANCE	8/21/2023					$ (3.21)	
01-0343	FINANCE	5/20/2013	$ 26.80	0.50	0.50	$ 16.64	$ 16.64	
01-0454	CITY SECRETARY	11/28/2022					$ 2.11	
01-0297	FINANCE	1/5/2009	$ 28.37	0.00	0.00	$ -	$ -	
01-0587	FINANCE	2/17/2026	$ 19.00	0.76	0.76	$ 17.93	$ 17.93	
01-0531	MUNICIPAL COURT	10/31/2022					$ (8.35)	
01-0237	MUNICIPAL COURT	6/9/2004	$ 41.14	0.00	0.00	$ -	$ -	
01-0325	MUNICIPAL COURT	1/11/2012	$ 24.72	0.19	0.19	$ 5.84	$ (34.58)	
01-0374	POLICE	6/29/2015	$ 36.59	80.00	80.00	$ 3,634.12	$ 78.54	
01-0583	POLICE	12/8/2025	$ 35.58	8.25	8.25	$ 364.43	$ 364.43	
01-0517	POLICE	9/7/2022	$ 31.49	28.50	28.50	$ 1,114.21	$ (1,257.19)	
01-0562	POLICE	2/19/2024	$ 30.53	59.50	59.50	$ 2,255.23	$ 2,255.23	
01-0303	POLICE	5/18/2009	$ 36.06	0.00	0.00	$ -	$ (1,197.88)	
01-0482	POLICE	8/23/2021	$ 31.01	80.00	80.00	$ 3,079.92	$ (271.97)	
01-0564	POLICE	4/1/2024	$ 38.46	38.25	38.25	$ 1,826.37	$ 1,289.00	
01-0404	POLICE	9/9/2016	$ 38.46	80.00	80.00	$ 3,819.85	$ 317.05	
01-0432	POLICE	7/11/2018	$ 50.00	0.00	0.00	$ -	$ (3,898.97)	
01-0439	POLICE	4/8/2019	$ 24.25	0.16	0.16	$ 4.82	$ 0.47	
01-0425	POLICE	5/9/2018	$ 38.46	80.00	80.00	$ 3,819.85	$ (160.15)	
01-0568	POLICE	6/17/2024					$ (133.78)	
01-0315	POLICE	10/4/2010	$ 43.34	0.00	0.00	$ -	$ -	
01-0450	POLICE	9/30/2019	$ 24.25	19.50	19.50	$ 587.08	$ 255.37	
01-0394	POLICE	3/28/2016	$ 35.58	80.00	80.00	$ 3,533.81	$ (5,178.29)	
01-0575	POLICE	10/20/2025					$ -	
01-0553	POLICE	10/2/2023	$ 25.81	6.75	6.75	$ 216.30	$ 179.48	
01-0595	POLICE	6/8/2026	$ 33.65	3.75	3.75	$ 156.67	$ 156.67	
01-0274	POLICE	10/4/2007	$ 38.46	16.50	16.50	$ 787.85	$ 94.97	
01-0593	POLICE	5/26/2026	$ 33.65	35.25	35.25	$ 1,472.63	$ 1,472.63	
01-0576	POLICE	11/5/2025	$ 31.49	79.76	79.76	$ 3,118.21	$ 3,118.21	
01-0393	POLICE	3/28/2016	$ 38.46	79.00	79.00	$ 3,772.10	$ 2,386.35	
01-0582	POLICE	12/1/2025	$ 35.58	3.00	0.00	$ -	$ -	
01-0227	POLICE	3/26/2002	$ 47.82	0.00	0.00	$ -	$ -	
01-0405	POLICE	9/26/2016	$ 38.46	80.00	80.00	$ 3,819.85	$ 230.96	
01-0573	POLICE	9/8/2025					$ -	
01-0353	POLICE	1/20/2014					$ (2,488.14)	
01-0580	POLICE	11/24/2025	$ 34.48	36.75	36.75		$ -	
01-0547	PLANNING	8/2/2023	$ 57.94	0.00	0.00	$ -	$ -	
01-0413	PLANNING	6/21/2017	$ 28.21	0.38	0.38	$ 13.31	$ (36.67)	
01-0536	PLANNING	11/28/2022	$ 21.54	2.27	2.27	$ 60.71	$ 60.71	
01-0452	PLANNING	9/30/2019	$ 24.72	2.01	2.01	$ 61.69	$ 41.59	
01-0463	POLICE	9/14/2020	$ 31.39	0.00	0.00	$ -	$ (2,061.48)	
01-0346	CITY SECRETARY	9/1/2021	$ 39.38	0.00	0.00	$ -	$ -	
01-0508	FINANCE	6/13/2022	$ 28.00	0.00	0.00	$ -	$ (17.67)	
01-0384	BUILDING SERVICES	10/27/2025	$ 16.17	7.67	7.67	$ 153.98	$ 153.98	
01-0409	STREETS & PARKS	2/20/2017	$ 37.50	0.01	0.01	$ 0.47	$ -	
01-0557	STREETS & PARKS	2/7/2024	$ 19.26	15.12	15.12	$ 361.54	$ 361.54	
01-0581	STREETS & PARKS	12/4/2025					$ -	
01-0574	STREETS & PARKS	9/29/2025					$ -	
01-0423	STREETS & PARKS	2/16/2018	$ 26.75	79.71	79.71	$ 2,647.18	$ (117.17)	
01-0594	STREETS & PARKS	6/1/2026	$ 19.26	12.75	12.75		$ -	
01-0235	STREETS & PARKS	1/5/2004	$ 25.00	79.89	79.89	$ 2,479.59	$ 70.85	
01-0555	MECHANIC	11/27/2023					$ (3,255.23)	
01-0571	MECHANIC	8/18/2025					$ -	
FUND 10 TOTALS					AS OF 8/30/2026	$ 43,234.29	$ (9,964.50)	
01-0570	CVB	7/7/2025	$ 24.00	0.00	0.00	$ -	$ -	
FUND 20 TOTALS					AS OF 8/30/2026	$ -	$ -	
01-0559	EDC	2/7/2024	$ 49.54	0.00	0.00	$ -	$ -	
01-0457	EDC	1/27/2020	$ 28.90	0.00	0.00	$ -	$ -	
FUND 29 TOTALS					AS OF 8/30/2026	$ -	$ -	
01-0485	PUBLIC WORKS	9/7/2021	$ 43.00	0.00	0.00	$ -	$ -	
01-0549	PUBLIC WORKS	8/28/2023	$ 28.65	13.96	13.96	$ 496.55	$ 43.80	
01-0437	PUBLIC WORKS	10/8/2018	$ 45.68	0.00	0.00	$ -	$ -	
01-0585	WATER	12/9/2025	$ 20.60	79.39	79.39	$ 2,030.40	$ 2,030.40	
01-0589	WATER	3/30/2026	$ 20.60	28.88	28.88	$ 738.61	$ 738.61	
01-0433	WATER	8/14/2018	$ 38.00	0.00	0.00	$ -	$ (4.77)	
01-0584	WATER	12/8/2025	$ 25.00	79.64	79.64	$ 2,471.83	$ 2,471.83	
01-0560	WATER	2/20/2024	$ 26.00	62.57	62.57	$ 2,019.70	$ 1,270.18	
01-0543	WATER	4/24/2023					$ (223.43)	
01-0515	WATER	9/19/2022					$ (747.42)	
01-0445	SEWER	6/17/2019	$ 38.00	0.00	0.00	$ -	$ (2,419.58)	
01-0333	SEWER	8/6/2012	$ 25.77	80.00	80.00	$ 2,559.48	$ (101.82)	
FUND 56 TOTALS					AS OF 8/30/2026	$ 10,316.57	$ 5,719.10	
01-0483	GAS	9/13/2021	$ 25.00	65.80	65.80	$ 2,042.27	$ 1,495.43	
01-0422	GAS	2/15/2018	$ 38.13	0.00	0.00	$ -	$ -	
01-0586	GAS	2/2/2026					$ -	
01-0518	GAS	10/10/2022	$ 20.60	57.75	57.75	$ 1,476.96	$ (202.93)	
01-0500	GAS	5/2/2022	$ 25.00	35.89	35.89	$ 1,113.94	$ 326.62	
01-0542	GAS	4/24/2023					$ (74.22)	
FUND 57 TOTALS					AS OF 8/30/2026	$ 4,633.17	$ 1,544.89	
GRAND TOTALS					AS OF 8/30/2026	$ 58,184.03	$ (2,700.50)	

CC Meeting 9/15/26

J. EXECUTIVE SESSION

ITEM #10

ITEM #11

ITEM #12

REPORTS, ANNOUNCEMENTS, OR REQUESTS FROM COUNCILMEMBERS

K. ADJOURN