



**NOTICE OF A REGULAR MEETING  
SEALY ECONOMIC DEVELOPMENT CORPORATION &  
THE SEALY KEEP TEXAS BEAUTIFUL AFFILIATE  
SEALY EDC BOARD ROOM  
330 MAIN STREET SUITE 5  
SEALY, TX 77474  
TUESDAY, MAY 26, 2026  
5:00 P.M.**

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Notice is hereby given of a meeting of the Sealy Economic Development Corporation to be held on the above-mentioned date, time, and location for the purpose of discussing the following agenda items. All agenda items are subject to action.

The Board of Directors reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by Title 5, Chapter 551, of the Texas Government Code.

1. Call to Order
2. Invocation and Pledge of Allegiance
3. Roll Call and Certification of a Quorum
4. Petitions, Requests, or Comments from the Public. Speaker time shall be limited to three minutes.
5. Discussion and possible action to approve the minutes for the following date(s):
  - Tuesday, April 14, 2026
6. Discussion regarding the monthly Treasurer's Reports, the monthly Payables Report and Gatekeeping Report, and the monthly Fiscal Year 2025-2026 Budget Review Spreadsheet:
  - a. Payment Register Report
  - b. Budget to Actual Report
  - c. Sales Tax Report
  - d. Balance Sheet with Cash & Investments
  - e. Payables Report & Gatekeeping Report – SEDC Staff
  - f. Fiscal Year 2025-2026 Budget Review Spreadsheet
7. Discussion and possible action regarding amending the fiscal year 2025-2026 budget to include Keep Texas Beautiful Affiliate expenditures.
8. Discussion and possible action to ratify the Consulting Professional Services Task Order #1 Agreement with Kendig Keast Collaborative for Zoning Exploration Services.
9. Discussion and possible action to approve Task Order #2 with Consulting Kendig Keast Collaborative for an Inventory of Undeveloped Land within the Sealy city limits and extraterritorial jurisdiction (ETJ) and authorize the Executive Director to execute all necessary documents.
10. Discussion and possible authorization to acquire shade structures for placement in Jacqueline A. Cryan Park, in accordance with Texas Local Government Code 505.152.
11. Discussion and possible action regarding the Strategic Plan review and update for FY 2026-2027.

**Sealy Economic Development Corporation**  
**Meeting Agenda**  
**May 26, 2026**

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12. Discussion regarding the Sealy EDC fiscal year 2026-2027 budget planning.
13. Sealy EDC Executive Director's Report, entailing discussion of the following item(s):
  - a. Ash + Lime Downtown Planning and Improvements Update
  - b. Cryan Park Project Update
  - c. The Good Samaritan Project Update
  - d. Future Budget Amendments
14. **EXECUTIVE SESSION: A closed meeting will be held concerning the following item(s):**
  - a. **Texas Government Code, Section 551.074, PERSONNEL MATTERS:** (to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee).
    - Sealy EDC Executive Director
15. Reconvene into regular session and consider action, if any, on items discussed in Executive Session.
16. Sealy Keep Texas Beautiful (KTB) Affiliate Business
  - a) Discussion and possible action to elect the Sealy Keep Texas Beautiful (KTB) Affiliate Board of Directors' officers: President, Vice President, Secretary, Treasurer.
  - b) Discussion and possible action to approve the Keep Texas Beautiful (KTB) Affiliate Bylaws, Organizational Structure, Name, Mission, and Vision.
  - c) Discussion and possible action to approve the fiscal year 2025-2026 Keep Texas Beautiful (KTB) Affiliate Budget for the Sealy Program.
  - d) Discussion and possible action to approve a three-year Strategic Plan for the Keep Texas Beautiful (KTB) Affiliate fiscal years 2026 – 2028.
  - e) Discussion regarding a list of potential Community & Volunteer Organizations, and Local Media partners for the Keep Texas Beautiful (KTB) Affiliate for Sealy, Texas.
  - f) Discussion and possible action to approve Keep Texas Beautiful (KTB) Affiliate funding for planting and irrigation of approximately seventeen donated trees.
17. Request(s) for future agenda items and comment(s).
18. Adjournment.

**Sealy Economic Development Corporation  
Meeting Agenda  
May 26, 2026**

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**CERTIFICATION**

I hereby certify that a copy of the May 26, 2026, agenda of items to be considered by the Sealy Economic Development Corporation Board of Directors was posted at City Hall, 415 Main Street, City of Sealy, Texas, and on the Sealy EDC website on or before the 3-business-day notice requirement.

\_\_\_\_\_  
Katherine Ellis, Secretary  
Sealy Economic Development Corporation

Date posted: \_\_\_\_\_

***NOTICE OF ASSISTANCE AT PUBLIC MEETING: In compliance with the Americans with Disabilities Act, the Sealy Economic Development Corporation will provide for reasonable accommodations for persons with disabilities who plan to attend the meeting and who might need auxiliary aids or services. Please contact the Secretary at 979-627-6127 or [kellis@ci.sealy.tx.us](mailto:kellis@ci.sealy.tx.us).***

Minutes

Item 5



MINUTES  
SPECIAL MEETING  
SEALY ECONOMIC DEVELOPMENT CORPORATION  
SEALY EDC BOARD ROOM  
330 MAIN STREET SUITE 5  
SEALY, TX 77474  
TUESDAY, APRIL 14, 2026  
5:00 P.M.

1. **Call to Order**

President Schiller called the meeting to order at 5:00 p.m.

2. **Invocation and Pledge of Allegiance**

Carolyn Bilski gave the invocation and led the Pledge of Allegiance.

3. **Roll Call and Certification of a Quorum**

Present:

Sterling Schiller  
Jennifer Sullivan  
Carolyn Bilski  
Michael Nowotny  
Cody Hogue  
Brenda Krchnak

Absent:

James Brooks

A quorum was declared present.

Staff Attending:

Bill Atkinson, Sealy EDC Executive Director  
Katherine Ellis, SEDC Deputy Executive Director / EDC Secretary  
Kimbra Hill, Sealy City Manager  
Sandra Vrabec, Sealy City Secretary  
Patrick Parsons, Public Works Director

4. **Petitions, Requests, or Comments from the Public**

*(Comments made under this agenda item are limited to five minutes per person; however, if a large quantity of individuals has registered to speak, the time may be reduced. In accordance with the Texas Open Meetings Act, the Board of Directors will not discuss or consider any item addressed during this agenda item. However, the President or Executive Director may make statements of fact, for example, identifying the procedure for reporting an issue or referring the speaker to the cognizant agency or individual.)*

There were none.

5. **Discussion and possible action to approve the minutes for the following date(s):**

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- Tuesday, March 24, 2026

Carolyn Bilski requested a correction to the spelling of a name within the minutes and made a motion to approve the Tuesday, March 24, 2026, minutes with that correction. Jennifer Sullivan seconded the motion. President Schiller called for the vote.

AYES: Hogue, Bilski, Krchnak, Nowotny, Schiller, Sullivan  
NOES: None

The motion carried.

6. **PUBLIC HEARING: A public hearing will be held to receive comments regarding the proposed expenditure of funds for the Vestibule Project, a graphic printing business located at 225 Fowlkes Street, Sealy, Texas. The building owner proposes to utilize an SEDC Historic District and Business Improvement Grant for façade improvements, including surface preparation, paint, windows, door framing, ADA Improvements, and other allowable improvements related to the same. This project is authorized pursuant to Section 505.158 of the Texas Local Government Code for the promotion of new or expanded business development. The proposed grant and expenditure of funds shall not exceed \$11,000.00.**

President Schiller opened the public hearing at 5:04 p.m.

Katherine Ellis provided information regarding the Vestibule Project, located at 225 Fowlkes Street. She explained that the project will be considered under the Historic District and Business Improvement Grant program, with the purpose of enhancing economic vitality, eliminating blight, and correcting code violations.

The project includes painting, window repair or replacement, masonry infill, creation of a vestibule through the installation of a new front door flush with the exterior façade, Americans with Disabilities Act accessibility improvements, installation of a new exterior rear door, and a professional storefront design by Ash+Lime Consultants.

Katherine Ellis stated that the benefits of the project include enhancing the visual character of the downtown area, improving accessibility, supporting potential sales tax growth through a possible new retail lease in the front portion of the building, and allowing for small-scale T-shirt printing in the rear portion of the building.

The proposed grant amount is not to exceed \$11,000.00.

President Schiller closed the public hearing at 5:10 p.m.

7. **PUBLIC HEARING: A public hearing will be held to receive comments regarding the proposed expenditure of funds for the Playground Project, located at Abe and Irene Levine Family Park, 410 Main Street, Sealy, Texas, and Mark A. Chapman Park, 1008 Main Street, Sealy, Texas. The proposed funding will provide for the replacement of community playground and recreational equipment, accessibility improvements, and other allowable expenses related to the same. This project is authorized pursuant to Section 505.152 of the Texas Local Government Code as a project related to recreational and community**

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**facilities. The proposed expenditure of funds shall not exceed \$400,000.00.**

President Schiller opened the public hearing at 5:11 p.m.

Bill Atkinson provided information about the playground and recreational equipment. He reported that the total cost for systems at both locations is \$598,840.00, and the EDC portion would be \$400,000.00. The proposed project will provide ADA-compliant playground equipment.

President Schiller closed the public hearing at 5:14 p.m.

**8. Discussion regarding the monthly Payables Report and Gatekeeping Report.**

Katherine Ellis updated the Board of Directors on the above reports, noting updates and changes related to current and concluding EDC projects. The Liedertafel Hall project was discussed, including an update on the amount to be expended for architectural services. Bill Atkinson reported that the Liedertafel Hall project will receive revised architectural drawings following the City Council's approval of the Board's recommendation to relocate the proposed storage addition from the south side of the building to the west side. This change is intended to preserve the Hall's iconic shape. The additional cost for the drawing revisions is \$10,750.00, which is available within the current budget.

**9. Discussion and possible action to approve the Event Hall Project, located at 1310 Highway 90 West, utilizing a Sealy EDC Historic District and Business Improvement Grant and a performance agreement with the Sealy Columbus Club in an amount not to exceed \$8,500.00, in accordance with Texas Local Government Code 505.158.**

Carolyn Bilski recused herself from the discussion and vote on this item.

Katherine Ellis provided the Board with details regarding the Event Hall project, including the project location on Highway 90, the facility's high level of use, the proposed improvements, and the terms of the performance agreement. She noted that the total project investment had recently increased from \$15,500 to \$17,000. Bill Atkinson added that the facility is also a recognized Red Cross shelter for the community. Jennifer Sullivan made a motion to approve the Event Hall Project located at 1310 Highway 90 West, utilizing a Sealy EDC Historic District and Business Improvement Grant and a performance agreement with the Sealy Columbus Club in an amount not to exceed \$8,500.00, in accordance with Texas Local Government Code 505.158. Cody Hogue seconded the motion. President Schiller called for the vote.

AYES: Hogue, Krchnak, Nowotny, Schiller, Sullivan

NOES: None

ABSTAIN: Bilski

The motion carried.

**10. Discussion and possible action to amend the performance agreement for a Sign Project located at approximately 419 Meyer Street with Fancy's Properties LLC, in accordance with Texas Local Government Code 505.158.**

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Katherine Ellis requested approval of an amendment to the Sign Project performance agreement, which has not yet been executed. The proposed amendment removes the tenant-specific requirements, allowing the project to remain flexible for future tenant recruitment and identification. The amendment also changes the building ownership requirement from two years to one year and updates the sign completion deadline to October 22, 2026. Brenda Krchnak made a motion to approve the amendment to the performance agreement for a Sign Project located at approximately 419 Meyer Street with Fancy's Properties LLC, in accordance with Texas Local Government Code 505.158. Jennifer Sullivan seconded the motion. President Schiller called for the vote.

AYES: Hogue, Krchnak, Nowotny, Schiller, Sullivan, Bilski  
NOES: None

The motion carried.

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

Bill Atkinson provided details regarding the Playground Project. He explained that, as a Type B Corporation serving a community with a population under 20,000, the EDC has the flexibility to fund improvements to public parks and park equipment. The total playground improvement expenditure is \$598,000.00, with the EDC's portion of the improvement not to exceed \$400,000.00.

Kimbra Hill reported that the materials proposed for the park equipment were discussed with Sealy ISD. Michael Nowotny inquired about the source of funding for the Playground Project within the EDC budget. Bill Atkinson explained that funding may come from existing budget line items that are anticipated to come in under budget, as well as from the budget fund balance.

Cody Hogue inquired about the project's vendor. Kimbra Hill and Patrick Parsons provided details regarding the vendor selection process and pricing. Brenda Krchnak inquired about the cost of demolition and the proposed locations of the playground equipment within the parks. Patrick Parsons explained that the new equipment at Abe and Irene Levine Family Park will be located in the same area as the existing playground. The new equipment at Mark A. Chapman Park will be relocated slightly north of the current playground location to allow for additional parking.

President Schiller spoke in support of the project, stating that the new equipment will increase safety and usability.

Jennifer Sullivan made a motion to approve Sealy EDC funding for the Playground Project located at the Mark A. Chapman Park and the Abe and Irene Levine Family Park to replace Community Playground and Recreational Equipment in an amount not to exceed \$400,000.00. Brenda Krchnak seconded the motion. President Schiller called for the vote.

AYES: Hogue, Krchnak, Nowotny, Schiller, Sullivan, Bilski

**Sealy Economic Development Corporation  
Meeting Minutes  
April 14, 2026**

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NOES: None

The motion carried.

12. **Sealy EDC Executive Director's Report, entailing discussion of the following item(s):**
- a. **Downtown Planning and Improvements Update**
  - b. **Strategic Plan questionnaire, review, and update for FY 2026-2027 Budget Planning**
  - c. **The Sealy Area Historical Society requested and received an extension for the project completion term in the performance agreement**

Bill Atkinson updated the Board of Directors on the above items.

He reported that EDC staff is working with a downtown consultant to plan for future improvements. The consultant will provide three professionally designed façade concepts for downtown buildings. Strand Associates is reviewing previous studies related to downtown parking. Bill Atkinson also noted that the study regarding the relocation of the public works facility will likely not take place this year. He further stated that it is time to begin strategic planning and budget planning for the upcoming year.

Bill Atkinson reported that the Sealy Area Historical Society requested and received approval for an extension of the Bozeman House improvement project. The new completion date was set for September 15, 2026.

13. **Request(s) for future agenda items and comment(s).**

There were none.

14. **Adjournment.**

At 5:45 p.m., Carolyn Bilski made a motion that the Sealy EDC Board of Directors stand adjourned until the next scheduled meeting. Brenda Krchnak seconded the motion. President Schiller called for the vote.

AYES: Hogue, Bilski, Nowotny, Schiller, Sullivan, Krchnak

NOES: None

The motion carried.

**Sealy Economic Development Corporation  
Meeting Minutes  
April 14, 2026**

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**PASSED AND APPROVED** this 26<sup>th</sup> day of May 2026.

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Sterling Schiller, President, or Jennifer Sullivan, Vice President

ATTEST:

\_\_\_\_\_  
Katherine Ellis, SEDC Secretary

# Treasurers Reports

## Item 6

# February Reports



SEALY EDC BOARD AGENDA ITEM: February Treasurer's

Report MEETING DATE: ~~April 2026~~ MAY 2026

## STAFF REPORT

### DESCRIPTION

As of February 28, 2026, the SEDC remains in a strong financial position, significantly exceeding revenue expectations with 41.67% of the year elapsed.

This performance continues to be driven by two unusually large sales tax payments received for January and February, which have materially impacted year-to-date revenues and financial trends.

### ANALYSIS

Revenue Performance: Actual vs. Budget 41.67% of the fiscal year has elapsed

Category	FY 2026 Budget	YTD Actual	% of Budget	Performance
Sales Tax	\$1,163,683	\$1,047,974	90.09%	Significantly ahead
Investment Income	\$80,000	\$36,907	46.13%	On pace
Total Revenues	\$1,243,683	\$1,084,882	87.28%	Well above projections

Sales & Use Tax Summary — SEDC Only — Activity & Ongoing Anomalies

	January 2026	January 2025	Change
Sales Tax Collections	\$442,573.46	\$101,428.19	+\$341,145.27
	Percentage Change Total		+336.30%
	February 2026	February 2025	Change
Sales Tax Collections	\$241,506.17	\$80,160.52	+\$152,345.65
	Percentage Change Total		+170.82%

### Update / Analysis

At the March meeting, staff informed the Board of an unusually large January sales tax payment and advised that the funds would be set aside pending verification of legitimacy.

Since that time, the SEDC has also received the February 2026 sales tax remittance, which again reflects a significant increase compared to historical collections.

The City and SEDC utilize ZacTax for sales tax analytics. The platform provides detailed monthly data derived from taxpayer specific information provided by the State and is confidential under Texas Tax Code Section 322.2022. Based on January data now available in ZacTax, staff identified the increase at a high level as a single, substantial manufacturing-related transaction likely involving high-value equipment purchased and delivered with the City's jurisdiction. Based on this analysis, staff believes that the January payment is legitimate.

At this time, detailed taxpayer data for February 2026 is not yet available within the ZacTax system. Staff will continue to monitor the platform as additional data is released in order to identify the source of the February increase and determine whether it is related to the same activity that generated the January payment or represents a separate

transaction. Once this information becomes available, staff will provide an additional update to the Board with further clarification regarding the nature and sustainability of these revenues.

The Comptroller's office indicates that similar increases for January and February have been observed by Austin County.

As a reminder, under State procedures, the Comptroller's Office has the authority to adjust or "claw back" local sales tax allocations for up to four years after the original distribution if an error in allocation is later identified.

Staff recommends treating these revenues as one-time, non-recurring funds. Unless further long-term months of data confirm a sustained trend, we should continue to budget these revenues based on the stable historical data. This approach allows the SEDC to remain fiscally responsible while ensuring that decisions are based on verified and reliable information.

**Expenditure Performance: Actual vs. Budget**

Category	FY 2026 Budget	YTD Actual	% of Budget	Assessment
Personnel	\$221,710	\$84,956	38.32%	On pace
Operations	\$513,288	\$124,625	24.28%	Below pace
Capital Outlay	\$1,132,500	\$148,960	13.15%	Planned / Controlled
Total Expenditures	\$1,867,498	\$358,074	19.17%	Well below pace

**Key takeaway:** Expenditures remain intentionally conservative, supporting strong cash reserves.

**Major February Expenditures**

February disbursements totaled \$47,786. Notable expenditures include:

- **Professional Services**
  - Engineering services related to Cryan Park Pond Improvements (\$4,275)
  - Downtown consultant (\$10,000)
  - Architecture consultant (\$8,995)
- **Marketing**
  - Chaparral Creative (social media) (\$3,750)
- **Personnel & Benefits (Medical, Dental, Retirement, Taxes)**
  - Payroll and benefits totaled \$11,585 for the month, consistent with budgeted staffing

**Financial Position & Strategic Capacity**

- **Total Assets:** ~\$4.28 million
- **Total Liabilities:** ~\$188,915
- **Fund Balance / Equity:** ~\$4.09 million
- **FY 2026 YTD Surplus (Revenues over Expenses):** ~\$723,789\*

\*The current surplus is heavily influenced by the January and February sales tax payment anomalies.

**FINANCIAL IMPACT**

SEDC is significantly outperforming revenue projections while maintaining conservative spending, resulting in strong liquidity and financial capacity. However, a substantial portion of revenues is tied to unusually large, potentially one-time transactions.

## RECOMMENDATION

Staff recommends acceptance of the Treasurer's Report for the month ending February 2026.

Sealy Economic Development  
Corporation

Treasurer's Report  
February 2026

# Sealy Economic Development Corporation

## Payment Register Report

SEALY ECONOMIC DEVELOPMENT CORPORATION  
 PAYMENT REGISTER  
 FEBRUARY 2026

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	ECON. DEV. SALEST	Internal Revenue Service	2/4/2026	FED WITHHOLDINGS	\$ 465.77
			2/18/2026	FED WITHHOLDINGS	\$ 466.30
			2/4/2026	FICA WITHHOLDINGS	\$ 354.45
			2/18/2026	FICA WITHHOLDINGS	\$ 354.74
			2/4/2026	MEDICARE WITHHOLDINGS	\$ 82.90
			2/18/2026	MEDICARE WITHHOLDINGS	\$ 82.97
		State Comptroller of Public Accounts	2/19/2026	Sales tax remittance for 0	\$ (2,392.33)
		Texas Municipal Retirement System	2/3/2026	TMRS CONTRIBUTIONS	\$ 449.99
			2/3/2026	TMRS CONTRIBUTIONS	\$ 449.99
		TX Health Benefits Pool	2/24/2026	PREMIUMS FOR MARCH 2026	\$ 103.21
		LegalShield	2/23/2026	PREMIUMS FOR FEBRUARY 2026	\$ 25.90
				TOTAL:	\$ 443.89
ECON DEVELOPMENT	ECON. DEV. SALEST	Internal Revenue Service	2/4/2026	FICA WITHHOLDINGS	\$ 354.45
			2/18/2026	FICA WITHHOLDINGS	\$ 354.74
			2/4/2026	MEDICARE WITHHOLDINGS	\$ 82.90
			2/18/2026	MEDICARE WITHHOLDINGS	\$ 82.97
		Shred-it USA, Inc.	2/12/2026	SHREDDING SERVICE - JANUAR	\$ 266.22
		Strand Associates, Inc.	2/20/2026	CRYAN PARK POND IMPROVEMEN	\$ 4,275.00
		Texas Municipal Retirement System	2/3/2026	TMRS CONTRIBUTIONS	\$ 1,002.83
			2/3/2026	TMRS CONTRIBUTIONS	\$ 1,002.83
		Austin County News Online, Inc.	2/20/2026	SEALY EDC MEETINGS:JAN 202	\$ 110.00
			2/20/2026	SEALY EDC MEETINGS:JAN 202	\$ 125.00
		Kirwin Law Firm, PLLC	2/20/2026	EDC LEGAL SERVICES:JANUARY	\$ 1,275.00
		Electron Beam Technology	2/19/2026	MONTHLY RENT:FEB/MARCH2026	\$ 900.00
			2/19/2026	MONTHLY RENT:FEB/MARCH2026	\$ 150.00
		UBEO of East Texas, Inc.	2/12/2026	EDC CONTRACT PAYMENT - FEB	\$ 112.50
		BrooksWatson & Company	2/20/2026	PROF AUDIT SERV:ENDING 9/3	\$ 2,000.00
		RingCentral, Inc.	2/9/2026	MONTHLY SERVICE - FEBRUARY	\$ 62.51
		TX Health Benefits Pool	2/24/2026	PREMIUMS FOR MARCH 2026	\$ 2,903.55
		Chaparral Creative, LLC	2/20/2026	STRATEGY DEV:AUGUST 2025	\$ 2,500.00
			2/20/2026	SOCIAL MEDIA: SEPT 2025	\$ 250.00
			2/20/2026	SOCIAL MEDIA:OCTOBER 2025	\$ 250.00
			2/20/2026	SOCIAL MEDIA:NOVEMBER 2025	\$ 250.00

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SEALY ECONOMIC DEVELOPMENT CORPORATION  
 PAYMENT REGISTER  
 FEBRUARY 2026

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			2/20/2026	SOCIAL MEDIA:DECEMBER 2025	\$ 250.00
			2/20/2026	SOCIAL MEDIA:JANUARY 2026	\$ 250.00
		Scott Maddux	2/20/2026	PROF SERV TASK ORDER#2025-	\$ 8,995.00
		ACP Strategies	2/20/2026	DOWNTOWN CONSULTANT PMT#1	\$ 10,000.00
		Verizon Wireless	2/19/2026	CELLULAR SERVICE	\$ 74.42
		K.O.'s Electric	2/20/2026	MOUNT WALL FIXTURES AND PI	\$ 382.50
		MISC Ontheclock.Com Lic	2/9/2026	Timeclock subscription	\$ 5.86
		Amazon Mktpl	2/9/2026	Filter for coffee maker	\$ 13.98
		Texas S.O.S. Svc	2/9/2026	SOS search for a potential	\$ 0.11
		Texas Secretary Of Sta	2/9/2026	SOS search for a potential	\$ 1.00
		Texas Secretary Of Sta	2/9/2026	SOS search for a potential	\$ 4.00
		Texas Secretary Of Sta	2/9/2026	SOS search for a potential	\$ 1.00
		Texas Secretary Of Sta	2/9/2026	SOS search for a potential	\$ 1.00
		ledc Online	2/9/2026	IEDC Annual Membership for	\$ 195.00
		Subway 12984	2/9/2026	Lunch provided for Hill Ce	\$ 59.99
		Wm Supercenter #437	2/9/2026	Lunch Items for Hill Cente	\$ 29.36
		Texas Secretary Of Sta	2/9/2026	SOS search for a potential	\$ 1.00
		Mstft * E0200y6ww4	2/9/2026	Microsoft G3 Licenses Mont	\$ 23.00
		Amazon Mktpl	2/9/2026	Vegetation blankets for la	\$ 39.98
		**PAYROLL EXPENSES		2/01/2026 - 2/28/2026	\$ 8,704.68
				TOTAL:	\$ 47,342.38
				GRAND TOTAL:	\$ 47,786.27

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Sealy Economic Development  
Corporation

Budget to Actual Report

ECON. DEV. SALES TAX FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
1,163,683	241,506.17	1,047,974.42	0.00	115,708.58	90.06
80,000	7,551.21	36,907.47	0.00	43,092.52	46.13
1,243,683	249,057.38	1,084,881.89	0.00	158,801.11	87.23

REVENUE SUMMARY

SALES TAX	1,163,683	241,506.17	1,047,974.42	0.00	115,708.58	90.06
INVESTMENT INCOME	80,000	7,551.21	36,907.47	0.00	43,092.52	46.13
TOTAL REVENUES	1,243,683	249,057.38	1,084,881.89	0.00	158,801.11	87.23

EXPENDITURE SUMMARY

ECON DEVELOPMENT	221,710	16,948.68	84,956.45	0.00	136,753.55	38.32
PERSONNEL	513,288	4,582.21	124,625.17	0.00	388,662.83	24.28
OPERATIONS	1,132,500	113,000.00	148,960.00	0.00	983,540.00	13.15
CAPITAL OUTLAY	1,867,498	134,530.89	358,541.62	0.00	1,508,956.38	19.20
TOTAL ECON DEVELOPMENT						

NON-DEPARTMENTAL

OPERATIONS	0	112.88	241.21	0.00 (	241.21)	0.00
DEBT SERVICE	74,620	2,310.00	2,310.00	0.00	72,310.00	3.10
TOTAL NON-DEPARTMENTAL	74,620	2,422.88	2,551.21	0.00	72,068.79	3.42

TOTAL EXPENDITURES	1,942,118	136,953.77	361,092.83	0.00	1,581,025.17	16.59
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REVENUE OVER/(UNDER) EXPENDITURES	( 698,435)	112,103.61	723,789.06	0.00 (	1,422,224.06)	103.63-
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OTHER SOURCES	788,170	0.00	0.00	0.00	788,170.00	0.00
OTHER USES	89,735	0.00	0.00	0.00	89,735.00	0.00
TOTAL OTHER FINANCING SOURCES & USE	698,435	0.00	0.00	0.00	698,435.00	0.00

REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	0	112,103.61	723,789.06	0.00 (	723,789.06)	0.00
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REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: FEBRUARY 28TH, 2026

ECON. DEV. SALES TAX FUND

% OF YEAR COMPLETED: 41.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<b>SALES TAX</b>						
29-40200 Sales & Use Taxes - Econ. Dev.	1,163,683	241,506.17	1,047,974.42	0.00	115,708.58	90.06
TOTAL SALES TAX	1,163,683	241,506.17	1,047,974.42	0.00	115,708.58	90.06
<b>INTERGOVERNMENTAL</b>						
<b>CONTRIBUTIONS &amp; DONATIONS</b>						
<b>INVESTMENT INCOME</b>						
29-45000 Interest Earnings	80,000	7,551.21	36,907.47	0.00	43,092.53	46.13
TOTAL INVESTMENT INCOME	80,000	7,551.21	36,907.47	0.00	43,092.53	46.13
<b>OTHER REVENUES</b>						
<b>TOTAL REVENUE</b>	1,243,683	249,057.38	1,084,881.89	0.00	158,801.11	87.23

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REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: FEBRUARY 28TH, 2026

ECON. DEV. SALES TAX FUND  
DEPARTMENT - ECON DEVELOPMENT

% OF YEAR COMPLETED: 41.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<b>PERSONNEL</b>						
29-522-51010 Salaries & Wages	150,240	11,165.82	55,074.68	0.00	95,165.32	36.66
29-522-51015 Longevity Pay	815	70.50	290.46	0.00	524.54	35.64
29-522-51020 Social Security	11,815	769.14	3,837.49	0.00	7,977.51	32.43
29-522-51030 Retirement Contributions	23,895	1,789.67	8,574.57	0.00	15,320.43	35.88
29-522-51040 Group Insurance	31,345	2,903.55	15,980.41	0.00	15,364.59	50.88
29-522-51050 Workers' Compensation	350	0.00	98.94	0.00	251.16	28.24
29-522-51080 Auto Allowance	3,250	250.00	1,100.00	0.00	2,150.00	33.85
<b>TOTAL PERSONNEL</b>	<b>221,710</b>	<b>16,948.68</b>	<b>84,956.45</b>	<b>0.00</b>	<b>136,753.55</b>	<b>38.32</b>
<b>OPERATIONS</b>						
29-522-52000 General Office Supplies	2,000	350.40	943.35	0.00	1,056.65	47.17
29-522-52020 Data Processing Supplies	5,500	23.00	494.26	0.00	5,005.74	8.99
29-522-52100 Wearing Apparel	750	0.00	0.00	0.00	750.00	0.00
29-522-52130 Food & Water Supplies	750	47.32	39.20	0.00	710.80	5.23
29-522-52150 Building & Grounds Supplie	1,000	0.00	4.04	0.00	995.96	0.40
29-522-53000 Engineering Services	7,000	0.00	0.00	0.00	7,000.00	0.00
29-522-53010 Auditing & Accounting	3,350	0.00	2,000.00	0.00	1,350.00	59.70
29-522-53020 Consultant Services	30,500	0.00	15,298.11	0.00	15,201.89	50.16
29-522-53030 Legal Services	18,000	200.00	2,700.00	0.00	15,300.00	15.00
29-522-53200 Electricity	10,000	193.07	922.92	0.00	9,077.08	9.23
29-522-53210 Telephone	2,600	136.93	685.00	0.00	1,915.00	26.35
29-522-53220 Internet Services	420	0.00	0.00	0.00	420.00	0.00
29-522-53250 Web Site Design & Update	8,000	0.00	8,887.50	0.00	887.50	111.09
29-522-53260 Christmas Decorating Servi	10,000	0.00	4,650.00	0.00	5,350.00	46.50
29-522-53300 Dues & Subscriptions	2,933	605.86	1,977.30	0.00	955.70	67.42
29-522-53310 Travel & Training	10,950	0.00	1,047.22	0.00	9,902.78	9.56
29-522-53320 Newspaper Advertising	2,400	0.00	398.50	0.00	2,001.50	16.60
29-522-53330 Postage & Shipping	100	0.00	0.00	0.00	100.00	0.00
29-522-53355 Marketing	6,500	497.44	4,247.44	0.00	2,252.56	65.35
29-522-53360 Public Relations	7,250	0.00	298.74	0.00	6,951.26	4.12
29-522-53400 General Liability Insuranc	1,245	0.00	632.75	0.00	612.25	50.82
29-522-53900 Building & Land Rentals	12,600	1,050.00	6,300.00	0.00	6,300.00	50.00
29-522-53960 Copier Rental Fees	2,150	112.50	908.43	0.00	1,241.57	42.25
29-522-54410 Software License Fees	17,290	297.69	17,217.69	0.00	72.31	99.58
29-522-55580 Community Project Grants	70,000	1,068.00	33,570.56	0.00	36,429.44	47.96
29-522-55590 Historic District Projects	200,000	0.00	21,402.16	0.00	178,597.84	10.70
29-522-55610 Business Incentives	80,000	0.00	0.00	0.00	80,000.00	0.00
<b>TOTAL OPERATIONS</b>	<b>513,288</b>	<b>4,582.21</b>	<b>124,625.17</b>	<b>0.00</b>	<b>388,662.83</b>	<b>24.28</b>
<b>CAPITAL OUTLAY</b>						
29-522-56010 Buildings	145,000	250.00	250.00	0.00	144,750.00	0.17
29-522-56050 Park Improvements	676,000	112,750.00	115,320.00	0.00	560,680.00	17.06
29-522-56200 Roads & Parking	100,000	0.00	0.00	0.00	100,000.00	0.00
29-522-56500 Utility Line Extensions	12,000	0.00	0.00	0.00	12,000.00	0.00
29-522-56995 Engineering Services	164,000	0.00	24,395.00	0.00	139,605.00	14.88
29-522-56996 Architectural Services	32,500	0.00	2,925.00	0.00	29,575.00	25.34
<b>TOTAL CAPITAL OUTLAY</b>	<b>1,132,500</b>	<b>113,000.00</b>	<b>148,960.00</b>	<b>0.00</b>	<b>983,540.00</b>	<b>13.15</b>

REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: FEBRUARY 28TH, 2026

ECON. DEV. SALES TAX FUND  
DEPARTMENT -- ECON DEVELOPMENT

% OF YEAR COMPLETED: 41.67

CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
1,867,498	134,530.89	358,541.62	0.00	1,508,956.38	19.20
<b>TOTAL ECON DEVELOPMENT</b>					

CITY OF SEALY  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: FEBRUARY 28TH, 2026

CON. DEV. SALES TAX FUND  
DEPARTMENT - NON-DEPARTMENTAL

% OF YEAR COMPLETED: 41.67

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<b>PERSONNEL</b>						
<b>OPERATIONS</b>						
29-599-55710 Service/Finance Charges	0	112.88	241.21	0.00	241.21	0.00
TOTAL OPERATIONS	0	112.88	241.21	0.00	241.21	0.00
<b>CAPITAL OUTLAY</b>						
<b>DEBT SERVICE</b>						
29-599-58000 Principal Retirement	70,000	0.00	0.00	0.00	70,000.00	0.00
29-599-58010 Interest Paid	4,520	2,310.00	2,310.00	0.00	2,310.00	50.00
TOTAL DEBT SERVICE	74,520	2,310.00	2,310.00	0.00	72,310.00	3.10
TOTAL NON-DEPARTMENTAL	74,520	2,422.88	2,551.21	0.00	72,068.79	3.42
TOTAL EXPENDITURES	1,942,118	136,953.77	361,092.83	0.00	1,581,025.17	18.59
REVENUE OVER/(UNDER) EXPENDITURES	( 698,435)	112,103.61	723,789.06	0.00	( 1,422,224.06)	103.63
<b>OTHER FINANCING SOURCES &amp; USES</b>						
<b>OTHER SOURCES</b>						
29-4998 Budgeted Reduction of Fund Bal	788,170	0.00	0.00	0.00	788,170.00	0.00
TOTAL OTHER SOURCES	788,170	0.00	0.00	0.00	788,170.00	0.00
<b>OTHER USES</b>						
29-599-59995 Contributions to Primary G	89,735	0.00	0.00	0.00	89,735.00	0.00
TOTAL OTHER USES	89,735	0.00	0.00	0.00	89,735.00	0.00
TOTAL OTHER SOURCES & USES	698,435	0.00	0.00	0.00	698,435.00	0.00
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	0	112,103.61	723,789.06	0.00	( 723,789.06)	0.00

Sealy Economic Development  
Corporation

Sales Tax Report

City of Sealy, Texas  
Sales & Use Tax Revenue Report  
April 2026

**FEBRUARY 2026 TAX COLLECTIONS**

	<b>CITY OF SEALY</b>	<b>SEALY EDC</b>	<b>TOTAL</b>
Gross sales tax allocation from the State, excluding direct pay allocation	\$ 476,374.39	\$ 238,187.19	\$ 714,561.58
Monthly adjustment by the State for sales tax overpayment by taxpayer	\$ (2,596.24)	\$ -	\$ (2,596.24)
Net sales tax allocation from the State, excluding direct pay allocation	\$ 473,778.15	\$ 238,187.19	\$ 711,965.34
Direct pay allocation from the State	\$ -	\$ -	\$ -
Net sales tax payment from the State, including direct pay allocation	\$ 473,778.15	\$ 238,187.19	\$ 711,965.34
Retainage of sales tax collections from taxable sales of goods and services by the City	\$ 6,637.96	\$ 3,318.98	\$ 9,956.94
Grand total sales tax collections	\$ 480,416.11	\$ 241,506.17	\$ 721,922.28

**FEBRUARY 2025 TAX COLLECTIONS**

	<b>CITY OF SEALY</b>	<b>SEALY EDC</b>	<b>TOTAL</b>
Gross sales tax allocation from the State, excluding direct pay allocation	\$ 173,409.75	\$ 86,704.88	\$ 260,114.63
Monthly adjustment by the State for sales tax overpayment by taxpayer	\$ (2,596.24)	\$ -	\$ (2,596.24)
Net sales tax allocation from the State, excluding direct pay allocation	\$ 170,813.51	\$ 86,704.88	\$ 257,518.39
Direct pay allocation from the State	\$ -	\$ -	\$ -
Net sales tax payment from the State, including direct pay allocation	\$ 170,813.51	\$ 86,704.88	\$ 257,518.39
Retainage of sales tax collections from taxable sales of goods and services by the City	\$ 4,911.27	\$ 2,455.64	\$ 7,366.91
Grand total sales tax collections	\$ 175,724.78	\$ 89,160.52	\$ 264,885.30

**YEAR-OVER-YEAR INCREASES (DECREASES)**

	<b>CITY OF SEALY</b>	<b>SEALY EDC</b>	<b>TOTAL</b>
Gross sales tax allocation from the State, excluding direct pay allocation	\$ 302,964.64	\$ 151,482.31	\$ 454,446.95
Monthly adjustment by the State for sales tax overpayment by taxpayer	\$ -	\$ -	\$ -
Net sales tax allocation from the State, excluding direct pay allocation	\$ 302,964.64	\$ 151,482.31	\$ 454,446.95
Direct pay allocation from the State	\$ -	\$ -	\$ -
Net sales tax payment from the State, including direct pay allocation	\$ 302,964.64	\$ 151,482.31	\$ 454,446.95
Retainage of sales tax collections from taxable sales of goods and services by the City	\$ 1,726.69	\$ 863.34	\$ 2,590.03
Grand total sales tax collections	\$ 304,691.33	\$ 152,345.65	\$ 457,036.98

Percentage change in grand total sales tax collections

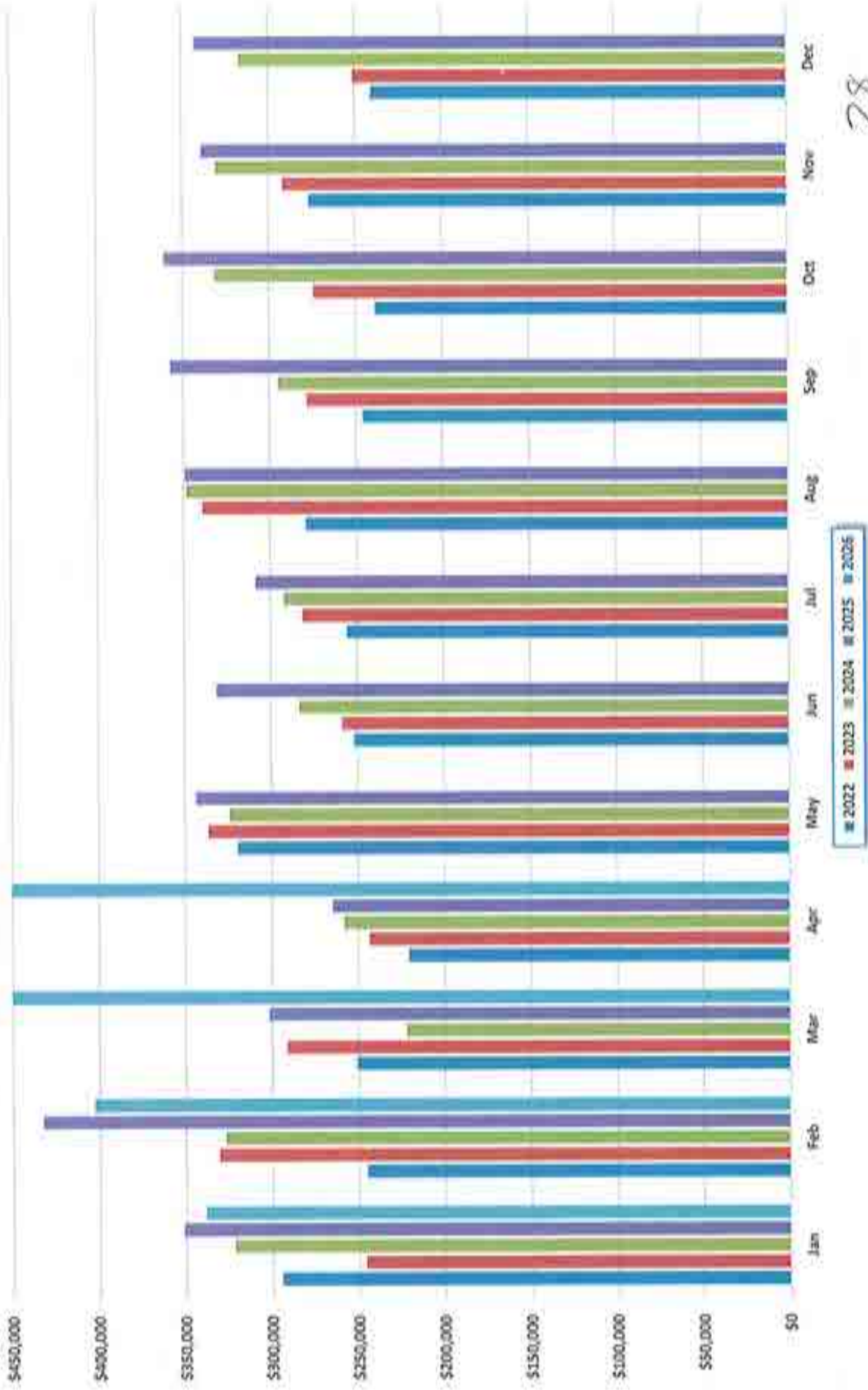
173.39%

170.87%

172.54%

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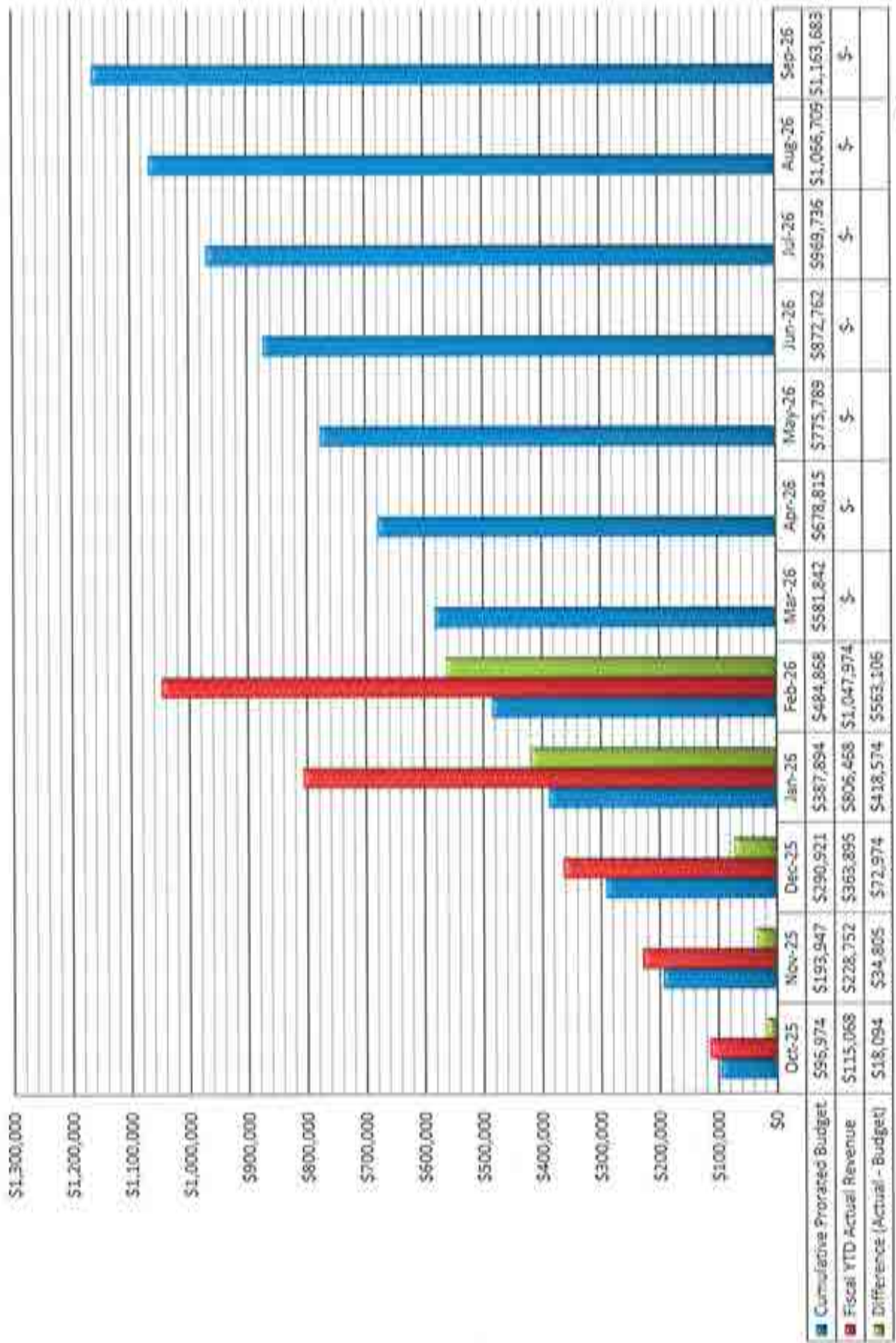
**City of Sealy, Texas**  
**Sales & Use Tax Allocations Yearly Comparison by Month**  
*(Amounts include allocations to Sealy Economic Development Corporation.)*



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# Sealy Economic Development Corporation Sales and Use Tax Revenue Status Chart Fiscal Year 2026



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# Sealy Economic Development Corporation

## Balance Sheet with Cash & Investments

29 -ECON. DEV. SALES TAX FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
<b>ASSETS</b>		
29-10000	Claim on Pooled Cash	( 38,851.83)
29-10003	PC ROW/Road Construction Acct	368,708.70
29-11260	BK Sealy Economic Develop Corp	427,922.05
29-12538	TP General Investment Account	761,190.29
29-12638	TS General Investment Account	1,108,504.77
29-12738	TS ROW/Road Construction Acct	746,797.54
29-13400	Sales Tax Receivable	679,936.48
29-16020	Prepaid MASA Deductions	( 7.00)
29-16500	Security Deposits	630.00
29-18200	Land & Buildings	230,460.15
29-18600	Right to Use Asset	12,230.92
29-18900	Accumulated Depreciation	( 18,277.67)
		<u>4,279,284.40</u>

4,279,284.40

**TOTAL ASSETS**

**LIABILITIES**

29-20000	Accounts Payable (Pooled)	108,033.05
29-22000	Accounts Payable	( 101,098.52)
29-22500	Retainage Payable	11,275.00
29-23010	Liab Compensated Absences	7,682.79
29-23030	Insurance Deds Fybl - BCBS	( 1,683.99)
29-23038	Ins Ded's Pay - Amer Fidelity	( 98.20)
29-23042	Insurance Deds Fybl - Prnlife	( 257.08)
29-23070	Pension Deducts Payable	900.95
29-24000	Due to Other Funds	192,289.95
29-24010	Due to Primary Government	( 30,000.00)
29-25250	Capital Lease Payable	1,877.12
	<b>TOTAL LIABILITIES</b>	<u>188,915.14</u>

**EQUITY**

29-30000	Fund Balance	3,366,580.20
	<b>TOTAL BEGINNING EQUITY</b>	<u>3,366,580.20</u>
	<b>TOTAL REVENUE</b>	1,084,881.89
	<b>TOTAL EXPENSES</b>	<u>361,092.83</u>
	<b>TOTAL REVENUE OVER/(UNDER) EXPENSES</b>	723,789.06
	<b>TOTAL EQUITY &amp; REV. OVER/(UNDER) EXP.</b>	<u>4,090,369.26</u>

4,090,369.26

4,279,284.40

4,279,284.40

# March Reports



SEALY EDC BOARD AGENDA ITEM: March Treasurer's Report

MEETING DATE: May 2026

## STAFF REPORT

### DESCRIPTION

As of March 31, 2026, the SEDC remains in a strong financial position, significantly exceeding revenue expectations with 50% of the year elapsed.

This performance continues to be driven by unusually large sales tax payments received for January, February, and March 2026, which have materially impacted year-to-date revenues and financial trends.

### ANALYSIS

Revenue Performance: Actual vs. Budget 50.00% of the fiscal year has elapsed

Category	FY 2026 Budget	YTD Actual	% of Budget	Performance
Sales Tax	\$1,163,683	\$1,208,321	103.84%	Above Projected Budget
Investment Income	\$80,000	\$44,769	55.96%	On Pace
Total Revenues	\$1,243,683	\$1,253,091	100.76%	Above Overall Projected Budget

Sales & Use Tax Summary — SEDC Only — Activity & Ongoing Anomalies

	January 2026	January 2025	Change
Sales Tax Collections	\$442,573.46	\$101,428.19	+\$341,145.27
	Percentage Change Total		+336.34%
	February 2026	February 2025	Change
Sales Tax Collections	\$241,506.17	\$80,160.52	+\$152,345.65
	Percentage Change Total		+170.87%
	March 2026	March 2025	Change
Sales Tax Collections	\$160,347.05	\$115,381.89	+\$44,965.16
	Percentage Change Total		+38.97%

### Update / Analysis

At previous meetings, staff informed the Board of unusually large sales tax payments received during January and February 2026 and advised that the revenues would be treated conservatively pending additional verification and analysis.

Since that time, the SEDC has also received the March 2026 sales tax remittance, which reflects continued elevated collections compared to historical trends, although at a smaller increase than those experienced during January and February.

Based on additional data now available within ZacTax, staff has confirmed that the increased February collections appear related to the same substantial manufacturing-related transaction previously identified in connection with the

January allocation, likely involving high-value specialized equipment purchased and delivered within the City's jurisdiction.

Detailed tax-payer level information for March 2026 is not yet available within the ZacTax portal; however, staff believes the March increase is likely associated with the same ongoing economic activity. Staff will continue to monitor future allocations and available data.

As a reminder, under State procedures, the Comptroller's Office has the authority to adjust or "claw back" local sales tax allocations for up to four years after the original distribution if an error in allocation is later identified.

For that reason, staff continues to recommend treating these revenues as one-time, non-recurring funds. Unless further long-term months of data confirm a sustained trend, we should continue to budget these revenues based on the stable historical data. This approach allows the SEDC to remain fiscally responsible while ensuring that decisions are based on verified and reliable information.

**Expenditure Performance: Actual vs. Budget**

Category	FY 2026 Budget	YTD Actual	% of Budget	Assessment
Personnel	\$221,710	\$99,071	44.68%	On pace
Operations	\$513,288	\$138,944	27.07%	Below pace
Capital Outlay	\$1,132,500	\$159,910	14.12%	Planned / Controlled
Total Expenditures	\$1,867,498	\$397,925	21.31%	Well below pace

**Key takeaway:** Expenditures remain intentionally conservative, supporting strong cash reserves and maintaining strategic flexibility for future economic development initiatives and capital projects.

**Major March Expenditures**

March disbursements totaled \$36,535. Notable expenditures include:

- **Professional Services**
  - Engineering services related to Cryan Park Pond improvements (\$4,450)
  - Downtown consultant (\$10,000)
  - Architecture consultant (\$2,000)
- **Marketing**
  - Chaparral Creative (social media) (\$250)
  - Chamber sponsorship (\$1,000)
  - Historical Society banner sponsorship (\$600)
- **Personnel & Benefits (Medical, Dental, Retirement, Taxes)**
  - Payroll and benefits totaled \$16,956 for the month, consistent with budgeted staffing and benefit obligations.

**Financial Position & Strategic Capacity**

- **Total Assets:** ~\$4.30 million
- **Total Liabilities:** ~\$90,623
- **Fund Balance / Equity:** ~\$4.21 million
- **FY 2026 YTD Surplus (Revenues over Expenses):** ~\$822,486\*

\*The current surplus is heavily influenced by the quarter's sales tax payment anomalies.

## FINANCIAL IMPACT

SEDC continues to significantly outperform revenue projections while maintaining conservative spending levels, resulting in strong liquidity and financial capacity.

However, a substantial portion of current-year revenues remains associated with unusually large sales tax transactions that are likely temporary and non-recurring in nature.

## RECOMMENDATION

Staff recommends acceptance of the Treasurer's Report for the month ending March 2026.

Sealy Economic Development  
Corporation

Treasurer's Report  
March 2026

# Sealy Economic Development Corporation

## Payment Register Report

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**SEALY ECONOMIC DEVELOPMENT CORPORATION**  
**PAYMENT REGISTER**  
**MARCH 2026**

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	ECON. DEV. SALES T	Internal Revenue Service	3/4/2026	FED WITHHOLDINGS	\$ 466.30
			3/18/2026	FED WITHHOLDINGS	\$ 466.30
			4/1/2026	FED WITHHOLDINGS	\$ 466.30
			3/4/2026	FICA WITHHOLDINGS	\$ 354.74
			3/18/2026	FICA WITHHOLDINGS	\$ 354.74
			4/1/2026	FICA WITHHOLDINGS	\$ 354.74
			3/4/2026	MEDICARE WITHHOLDINGS	\$ 82.97
			3/18/2026	MEDICARE WITHHOLDINGS	\$ 82.97
			4/1/2026	MEDICARE WITHHOLDINGS	\$ 82.97
		State Comptroller of Public Accounts	3/19/2026	Sales tax remittance for 0	\$ (3,318.98)
		Texas Municipal Retirement System	4/1/2026	TMRS CONTRIBUTIONS	\$ 450.64
			4/1/2026	TMRS CONTRIBUTIONS	\$ 450.64
		TX Health Benefits Pool	3/26/2026	PREMIUMS FOR APRIL 2026	\$ 1,329.01
			3/26/2026	PREMIUMS FOR APRIL 2026	\$ 103.21
		LegalShield	3/20/2026	PREMIUMS FOR MARCH 2026	\$ 25.90
				TOTAL:	\$ 1,752.45
ECON DEVELOPMENT	ECON. DEV. SALES T	Internal Revenue Service	3/4/2026	FICA WITHHOLDINGS	\$ 354.74
			3/18/2026	FICA WITHHOLDINGS	\$ 354.74
			4/1/2026	FICA WITHHOLDINGS	\$ 354.74
			3/4/2026	MEDICARE WITHHOLDINGS	\$ 82.97
			3/18/2026	MEDICARE WITHHOLDINGS	\$ 82.97
			4/1/2026	MEDICARE WITHHOLDINGS	\$ 82.97
		Strand Associates, Inc.	5/1/2026	CYRAN PARK POND IMPROVEMEN	\$ 4,450.00
		The Sealy News, Inc.	4/20/2026	ADVERTISING-MARCH	\$ 156.00
		Texas Municipal Retirement System	4/1/2026	TMRS CONTRIBUTIONS	\$ 1,004.30
			4/1/2026	TMRS CONTRIBUTIONS	\$ 1,004.30
		Austin County News Online, Inc.	3/23/2026	WEBSITE MGM AND HOSTING:ED	\$ 125.00
		Kirwin Law Firm, PLLC	3/11/2026	LEGAL SERVICES:EDC FEB	\$ 200.00
		UBEO of East Texas, Inc.	3/25/2026	EDC CONTRACT PAYMENT-MARCH	\$ 117.50
			4/16/2026	EDC CONTRACT PAYMENT-APRIL	\$ 117.50
		UBEO LLC	3/20/2026	OVERAGE PERIOD:12/5/25-3/4	\$ 148.42
		Charles E. Oberrender	4/21/2026	CONSULTING SERV:MARCH	\$ 400.00

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SEALY ECONOMIC DEVELOPMENT CORPORATION  
 PAYMENT REGISTER  
 MARCH 2026

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		RingCentral, Inc.	3/17/2026	MONTHLY SERVICE - JANUARY	\$ 62.51
		TX Health Benefits Pool	3/26/2026	PREMIUMS FOR APRIL 2026	\$ 2,903.55
		Chaparral Creative, LLC	4/21/2026	SOCIAL MEDIA MGMT: MONTHLY	\$ 250.00
		Scott Maddux	4/6/2026	PROF SERV:AGREEMENT #2025-	\$ 2,000.00
		ACP Strategies	4/6/2026	CONSULTANT FEES:D TOWN STRA	\$ 10,000.00
		United States Postal Service	4/2/2026	REPLENISH METERED POSTAGE	\$ 11.50
		Verizon Wireless	3/20/2026	CELLULAR SERVICE	\$ 74.42
		Sealy Historical Society	4/20/2026	BANNER SPONSORSHIP:2026 SP	\$ 600.00
		MISC Ontheclock.Com Lic	4/8/2026	Timeclock Subscription	\$ 5.86
		Tst* Wolf Pack Bar & G	4/8/2026	Lunch and meeting with Rik	\$ 48.67
		Sealy Cham* Tx	4/8/2026	Sponsorship for a table fo	\$ 1,000.00
		Msft * E0200yplbj	4/8/2026	Microsoft 365 G3 Licenses	\$ 23.00
		Texas Secretary Of Sta	4/8/2026	SOS background check for f	\$ 1.00
		Openai * chatgpt Subscr	4/8/2026	On-line research and busin	\$ 21.28
		Amazon Reta* Bc9d550k2	4/8/2026	Office file folders and ha	\$ 36.80
		**PAYROLL EXPENSES		3/01/2026 - 3/31/2026	\$ 8,708.16
				TOTAL:	\$ 34,782.90
				GRAND TOTAL	

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# Sealy Economic Development Corporation

## Budget to Actual Report

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REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: MARCH 31ST, 2026

ECON. DEV. SALES TAX FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
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REVENUE SUMMARY

SALES TAX	1,163,683	160,347.05	1,206,321.47	0.00 (	44,638.47)	103.84
INVESTMENT INCOME	80,000	7,861.99	44,769.46	0.00	35,230.54	55.96
TOTAL REVENUES	1,243,683	168,209.04	1,253,090.93	0.00 (	9,407.93)	100.76

EXPENDITURE SUMMARY

ECON DEVELOPMENT						
PERSONNEL	221,710	16,955.94	99,071.08	0.00	122,638.92	44.68
OPERATIONS	513,288	14,319.04	138,944.21	0.00	374,343.79	27.07
CAPITAL OUTLAY	1,132,500	6,500.00	159,910.00	0.00	972,590.00	14.12
TOTAL ECON DEVELOPMENT	1,867,498	37,774.98	397,925.29	0.00	1,469,572.71	21.31

NON-DEPARTMENTAL

OPERATIONS	0	128.65	369.86	0.00 (	369.86)	0.00
DEBT SERVICE	74,620	0.00	2,310.00	0.00	72,310.00	3.10
TOTAL NON-DEPARTMENTAL	74,620	128.65	2,679.86	0.00	71,940.14	3.59

TOTAL EXPENDITURES	1,942,118	37,903.63	400,605.15	0.00	1,541,512.85	20.63
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REVENUE OVER/(UNDER) EXPENDITURES	( 698,435)	130,305.41	852,485.78	0.00 (	1,550,920.78)	122.06-
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OTHER SOURCES	788,170	0.00	0.00	0.00	788,170.00	0.00
OTHER USES	89,735	30,000.00	30,000.00	0.00	59,735.00	33.43
TOTAL OTHER FINANCING SOURCES & USE	698,435 (	30,000.00) (	30,000.00)	0.00	728,435.00	4.30-

REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	0	100,305.41	822,485.78	0.00 (	822,485.78)	0.00
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CITY OF SEALY  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: MARCH 31ST, 2026

ECON. DEV. SALES TAX FUND

% OF YEAR COMPLETED: 50.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<b>SALES TAX</b>						
29-40200 Sales & Use Taxes - Econ. Dev.	1,163,683	160,347.05	1,208,321.47	0.00 (	44,638.47)	103.84
TOTAL SALES TAX	1,163,683	160,347.05	1,208,321.47	0.00 (	44,638.47)	103.84
<b>INTERGOVERNMENTAL</b>						
<b>CONTRIBUTIONS &amp; DONATIONS</b>						
<b>INVESTMENT INCOME</b>						
29-45000 Interest Earnings	80,000	7,861.99	44,769.46	0.00	35,230.54	55.96
TOTAL INVESTMENT INCOME	80,000	7,861.99	44,769.46	0.00	35,230.54	55.96
<b>OTHER REVENUES</b>						
<b>TOTAL REVENUE</b>	1,243,683	168,209.04	1,253,090.93	0.00 (	9,407.93)	100.76

ECON. DEV. SALES TAX FUND  
DEPARTMENT - ECON DEVELOPMENT

% OF YEAR COMPLETED: 50.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<b>PERSONNEL</b>						
29-522-51010 Salaries & Wages	150,240	11,165.82	66,240.50	0.00	83,999.50	44.09
29-522-51015 Longevity Pay	815	75.20	385.66	0.00	449.34	44.87
29-522-51020 Social Security	11,815	769.50	4,606.99	0.00	7,208.01	38.99
29-522-51030 Retirement Contributions	23,895	1,791.87	7,525.13	0.00	16,369.87	31.49
29-522-51040 Group Insurance	31,345	2,903.55	18,883.96	0.00	12,461.04	60.25
29-522-51050 Workers' Compensation	350	0.00	98.84	0.00	251.16	28.24
29-522-51080 Auto Allowance	3,250	250.00	1,350.00	0.00	1,900.00	41.54
<b>TOTAL PERSONNEL</b>	<b>221,710</b>	<b>16,955.94</b>	<b>99,071.08</b>	<b>0.00</b>	<b>122,638.92</b>	<b>44.68</b>
<b>OPERATIONS</b>						
29-522-52000 General Office Supplies	2,000	299.03	1,242.38	0.00	757.62	62.12
29-522-52020 Data Processing Supplies	5,500	65.56	559.82	0.00	4,940.18	10.18
29-522-52100 Wearing Apparel	750	0.00	0.00	0.00	750.00	0.00
29-522-52130 Food & Water Supplies	750	0.00	39.20	0.00	710.80	5.23
29-522-52150 Building & Grounds Supplie	1,000	0.00	4.04	0.00	995.96	0.40
29-522-53000 Engineering Services	7,000	0.00	0.00	0.00	7,000.00	0.00
29-522-53010 Auditing & Accounting	3,350	0.00	2,000.00	0.00	1,350.00	59.70
29-522-53020 Consultant Services	30,500	1.00	15,299.11	0.00	15,200.89	50.16
29-522-53030 Legal Services	18,000	925.00	3,625.00	0.00	14,375.00	20.14
29-522-53200 Electricity	10,000	228.57	1,151.49	0.00	8,848.51	11.51
29-522-53210 Telephone	2,600	136.93	821.93	0.00	1,778.07	31.61
29-522-53220 Internet Services	420	0.00	0.00	0.00	420.00	0.00
29-522-53250 Web Site Design & Update	8,000	250.00	9,137.50	0.00	1,137.50	114.22
29-522-53260 Christmas Decorating Servi	10,000	0.00	4,650.00	0.00	5,350.00	46.50
29-522-53300 Dues & Subscriptions	2,933	5.86	1,983.16	0.00	949.84	67.62
29-522-53310 Travel & Training	10,950	0.00	1,047.22	0.00	9,902.78	9.56
29-522-53320 Newspaper Advertising	2,400	156.00	554.50	0.00	1,845.50	23.10
29-522-53330 Postage & Shipping	100	11.50	11.50	0.00	88.50	11.50
29-522-53355 Marketing	6,500	250.00	4,497.44	0.00	2,002.56	69.19
29-522-53360 Public Relations	7,250	1,123.67	1,422.41	0.00	5,827.59	19.62
29-522-53400 General Liability Insuranc	1,245	0.00	632.75	0.00	612.25	50.82
29-522-53900 Building & Land Rentals	12,600	0.00	6,300.00	0.00	6,300.00	50.00
29-522-53960 Copier Rental Fees	2,150	265.92	1,174.35	0.00	975.65	54.62
29-522-54410 Software License Fees	17,290	0.00	17,217.69	0.00	72.31	99.58
29-522-55580 Community Project Grants	70,000	600.00	34,170.56	0.00	35,829.44	48.62
29-522-55590 Historic District Projects	200,000	10,000.00	31,402.16	0.00	168,597.84	15.70
29-522-55610 Business Incentives	80,000	0.00	0.00	0.00	80,000.00	0.00
<b>TOTAL OPERATIONS</b>	<b>513,288</b>	<b>14,319.04</b>	<b>138,944.21</b>	<b>0.00</b>	<b>374,343.79</b>	<b>27.07</b>
<b>CAPITAL OUTLAY</b>						
29-522-56010 Buildings	145,000	0.00	250.00	0.00	144,750.00	0.17
29-522-56050 Park Improvements	676,000	0.00	115,320.00	0.00	560,680.00	17.06
29-522-56200 Roads & Parking	100,000	0.00	0.00	0.00	100,000.00	0.00
29-522-56500 Utility Line Extensions	12,000	0.00	0.00	0.00	12,000.00	0.00
29-522-56995 Engineering Services	164,000	4,100.00	32,945.00	0.00	131,055.00	20.09
29-522-56996 Architectural Services	35,500	2,400.00	11,395.00	0.00	24,105.00	32.10
<b>TOTAL CAPITAL OUTLAY</b>	<b>1,132,500</b>	<b>6,500.00</b>	<b>159,910.00</b>	<b>0.00</b>	<b>972,590.00</b>	<b>14.12</b>

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CITY OF SEALY  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: MARCH 31ST, 2026

CON. DEV. SALES TAX FUND  
DEPARTMENT - ECON DEVELOPMENT

% OF YEAR COMPLETED: 50.00

CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
1,867,498	37,774.98	397,925.29	0.00	1,469,572.71	21.31
TOTAL ECON DEVELOPMENT					

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CITY OF SEALY  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: MARCH 31ST, 2026

ECON. DEV. SALES TAX FUND  
DEPARTMENT - NON-DEPARTMENTAL

% OF YEAR COMPLETED: 50.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<b>PERSONNEL</b>						
<b>OPERATIONS</b>						
29-599-55710 Service/Finance Charges	0	128.65	369.86	0.00	369.86	0.00
TOTAL OPERATIONS	0	128.65	369.86	0.00	369.86	0.00
<b>CAPITAL OUTLAY</b>						
<b>DEBT SERVICE</b>						
29-599-58000 Principal Retirement	70,000	0.00	0.00	0.00	70,000.00	0.00
29-599-38010 Interest Paid	4,620	0.00	2,310.00	0.00	2,310.00	50.00
TOTAL DEBT SERVICE	74,620	0.00	2,310.00	0.00	72,310.00	3.10
TOTAL NON-DEPARTMENTAL	74,620	128.65	2,679.86	0.00	71,940.14	3.59
TOTAL EXPENDITURES	1,942,118	37,903.63	400,605.15	0.00	1,541,512.85	20.63
REVENUE OVER/(UNDER) EXPENDITURES	( 698,435)	130,305.41	852,485.78	0.00	( 1,550,920.78)	122.06
<b>OTHER FINANCING SOURCES &amp; USES</b>						
<b>OTHER SOURCES</b>						
29-49998 Budgeted Reduction of Fund Bal	788,170	0.00	0.00	0.00	788,170.00	0.00
TOTAL OTHER SOURCES	788,170	0.00	0.00	0.00	788,170.00	0.00
<b>OTHER USES</b>						
29-599-59995 Contributions to Primary G	89,735	30,000.00	30,000.00	0.00	59,735.00	33.43
TOTAL OTHER USES	89,735	30,000.00	30,000.00	0.00	59,735.00	33.43
TOTAL OTHER SOURCES & USES	698,435	( 30,000.00)	30,000.00	0.00	728,435.00	4.30

REVENUES & OTHER SOURCES OVER	0	100,305.41	822,485.78	0.00	( 822,485.78)	0.00
(UNDER) EXPENDITURES & OTHER USES						

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# Sealy Economic Development Corporation

## Sales Tax Report

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City of Sealy, Texas  
Sales & Use Tax Revenue Report  
May 2026

**MARCH 2026 TAX COLLECTIONS**

	<b>CITY OF SEALY</b>	<b>SEALY EDC</b>	<b>TOTAL</b>
Gross sales tax allocation from the State, excluding direct pay allocation	\$ 316,303.01	\$ 158,151.50	\$ 474,454.51
Monthly adjustment by the State for sales tax overpayment by taxpayer	\$ (2,596.24)	-	\$ (2,596.24)
Net sales tax allocation from the State, excluding direct pay allocation	\$ 313,706.77	\$ 158,151.50	\$ 471,858.27
Direct pay allocation from the State	\$ -	-	-
Net sales tax payment from the State, including direct pay allocation	\$ 313,706.77	\$ 158,151.50	\$ 471,858.27
Retainage of sales tax collections from taxable sales of goods and services by the City	\$ 4,391.10	\$ 2,195.55	\$ 6,586.65
Grand total sales tax collections	\$ 318,097.87	\$ 160,347.05	\$ 478,444.92

**MARCH 2025 TAX COLLECTIONS**

	<b>CITY OF SEALY</b>	<b>SEALY EDC</b>	<b>TOTAL</b>
Gross sales tax allocation from the State, excluding direct pay allocation	\$ 226,955.81	\$ 113,477.90	\$ 340,433.71
Monthly adjustment by the State for sales tax overpayment by taxpayer	\$ (2,596.24)	-	\$ (2,596.24)
Net sales tax allocation from the State, excluding direct pay allocation	\$ 224,359.57	\$ 113,477.90	\$ 337,837.47
Direct pay allocation from the State	\$ -	-	-
Net sales tax payment from the State, including direct pay allocation	\$ 224,359.57	\$ 113,477.90	\$ 337,837.47
Retainage of sales tax collections from taxable sales of goods and services by the City	\$ 3,807.98	\$ 1,903.99	\$ 5,711.97
Grand total sales tax collections	\$ 228,167.55	\$ 115,381.89	\$ 343,549.44

**YEAR-OVER-YEAR INCREASES (DECREASES)**

	<b>CITY OF SEALY</b>	<b>SEALY EDC</b>	<b>TOTAL</b>
Gross sales tax allocation from the State, excluding direct pay allocation	\$ 89,347.20	\$ 44,673.60	\$ 134,020.80
Monthly adjustment by the State for sales tax overpayment by taxpayer	\$ -	-	-
Net sales tax allocation from the State, excluding direct pay allocation	\$ 89,347.20	\$ 44,673.60	\$ 134,020.80
Direct pay allocation from the State	\$ -	-	-
Net sales tax payment from the State, including direct pay allocation	\$ 89,347.20	\$ 44,673.60	\$ 134,020.80
Retainage of sales tax collections from taxable sales of goods and services by the City	\$ 583.12	\$ 291.56	\$ 874.68
Grand total sales tax collections	\$ 89,930.32	\$ 44,965.16	\$ 134,895.48

Percentage change in grand total sales tax collections

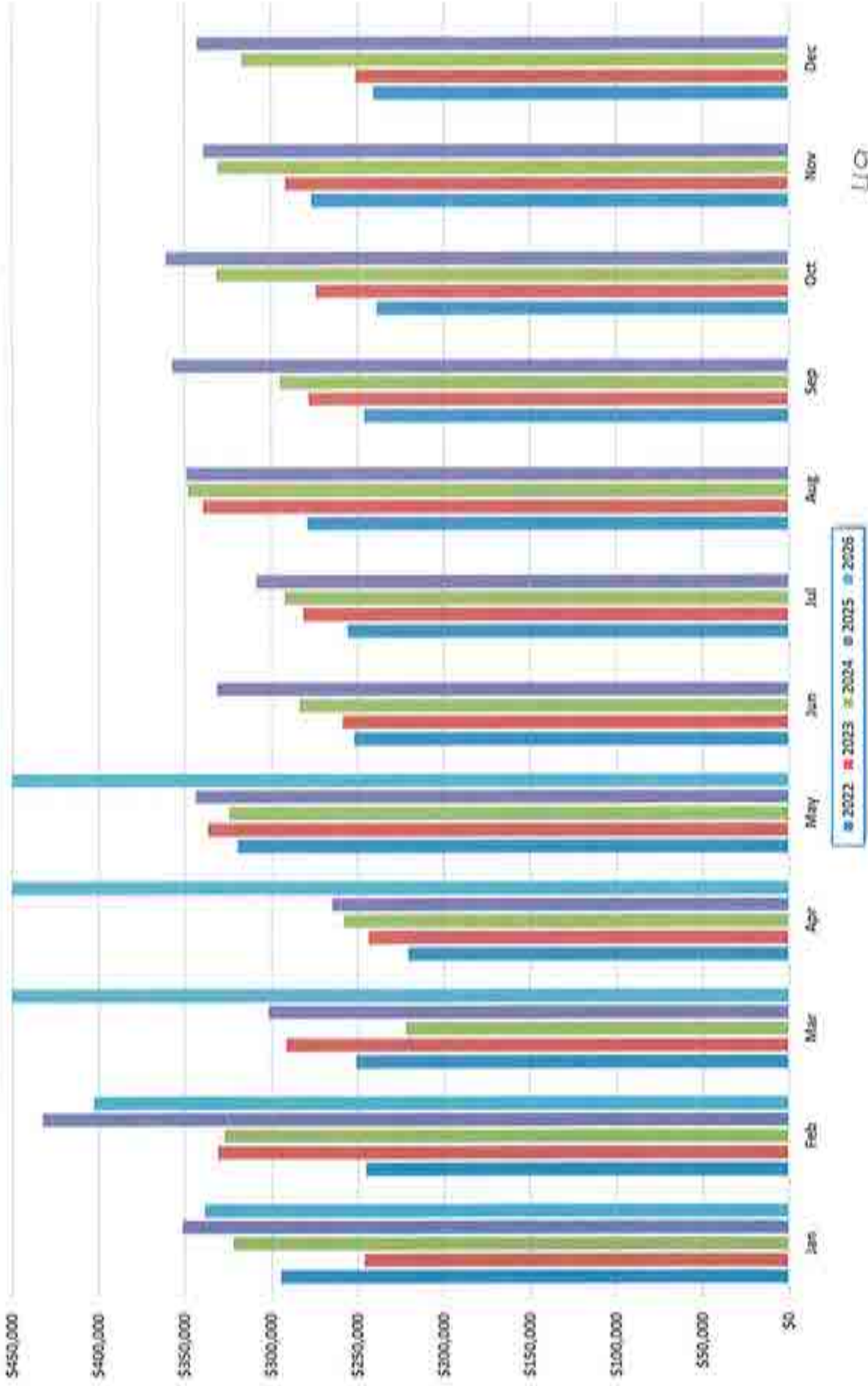
39.41%

38.97%

39.27%

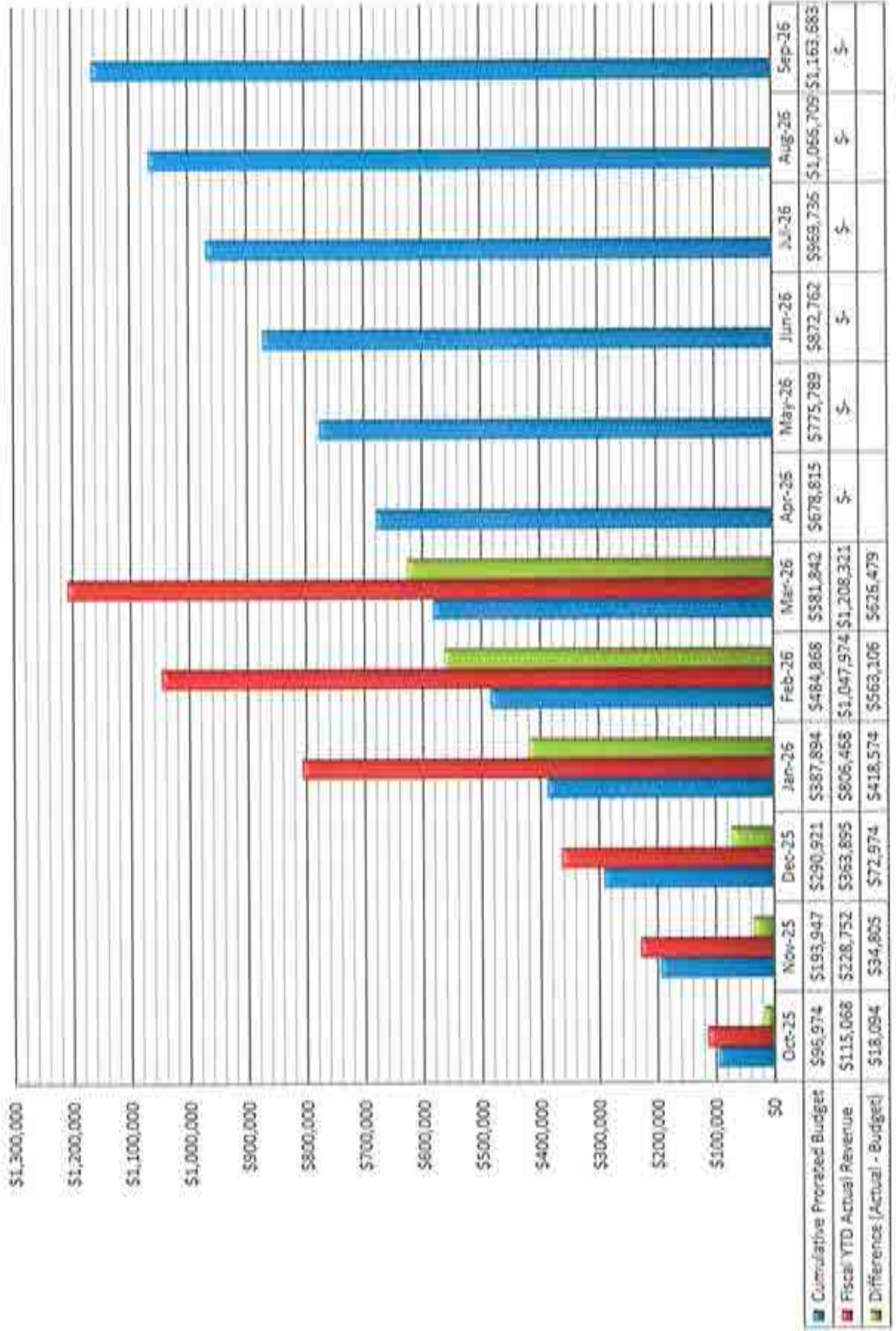
48

**City of Sealy, Texas**  
**Sales & Use Tax Allocations Yearly Comparison by Month**  
*(Amounts include allocations to Sealy Economic Development Corporation.)*



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# Sealy Economic Development Corporation Sales and Use Tax Revenue Status Chart Fiscal Year 2026



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# Sealy Economic Development Corporation

## Balance Sheet with Cash & Investments

29 -ECON. DEV. SALES TAX FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
<b>ASSETS</b>		
29-10000	Claim on Pooled Cash	( 104,880.74)
29-10003	PC ROW/Road Construction Acct	413,129.58
29-11260	BK Sealy Economic Develop Corp	867,831.73
29-12538	TP General Investment Account	763,564.43
29-12638	TS General Investment Account	993,635.57
29-12738	TS ROW/Road Construction Acct	749,113.24
29-13400	Sales Tax Receivable	396,803.42
29-16020	Prepaid WFAA Deductions	( 7.00)
29-16500	Security Deposits	650.00
29-18200	Land & Buildings	230,460.15
29-18600	Right to Use Asset	23,697.40
29-18900	Accumulated Depreciation	( 29,045.30)
		<u>4,304,951.48</u>

TOTAL ASSETS 4,304,951.48

<b>LIABILITIES</b>		
29-20000	Accounts Payable (Pooled)	23,494.39
29-22000	Accounts Payable	32,991.51
29-22001	Accounts Payable (audit)	( 30,000.00)
29-22500	Retainage Payable	11,275.00
29-23010	Liab Compensated Absences	7,682.79
29-23030	Insurance Deds Pybl - BCBS	( 1,685.98)
29-23038	Ins Ded's Pay - Amer Fidelity	( 98.20)
29-23042	Insurance Deds Pybl - Prnlife	( 257.07)
29-23070	Pension Deducts Payable	901.28
29-24000	Due to Other Funds	202,903.48
29-24010	Due to Primary Government	( 166,731.47)
29-25250	Capital Lease Payable	10,147.26
	TOTAL LIABILITIES	<u>90,622.92</u>

EQUITY

29-30000	Fund Balance	3,391,842.71
	TOTAL BEGINNING EQUITY	3,391,842.71

TOTAL REVENUE	1,253,090.93
TOTAL EXPENSES	430,605.15
TOTAL REVENUE OVER/(UNDER) EXPENSES	822,485.78

TOTAL EQUITY & REV. OVER/(UNDER) EXP. 4,214,328.49

TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP. 4,304,951.48

# Payables & Gatekeeping Reports

## Payables Report

Updated 05.26.2026

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### Business Incentives Committed

Lang	\$	50,000.00	On Hold
Trevino Project	\$	15,000.00	2026 June
Hendrix	\$	50,000.00	Once benchmark met
<b>Total</b>	<b>\$</b>	<b>115,000.00</b>	

### Historic District Improvement Grants Committed

The Good Samaritan Project	\$	12,500.00	Nov. 2026
Classic Choice Project		\$1,500.00	March. 2026
The Sign Project	\$	3,000.00	Oct. 2026
Event Hall Project	\$	8,500.00	Nov. 2026
<b>Total</b>	<b>\$</b>	<b>25,500.00</b>	

### City & Community Obligations Committed

Engineering for Cryan Park and Downtown Improvements	\$	164,000.00	paid \$32,945
Cryan Park Pond & Path Lighting	\$	545,420.00	paid \$115,320
Hill Center Building Improvement	\$	100,000.00	Sept. 2026
Liedertafel Building Improvement	\$	75,000.00	Sept. 2026
Liedertafel Architecture Drawing	\$	10,750.00	May. 2026
Capital Park Project	\$	25,000.00	Sept. 2026
Administrative Services Agreement	\$	30,000.00	Mar. 2026
F. . . . .	\$	10,000.00	Paid + 334.46
BNSF Lease Downtown Parking	\$	4,770.00	Aug. 2026
Recreational Equipment at Chapman and Levine		\$400,000.00	Dec. 2026
JAC Park Interest Payment	\$	7,194.00	Sept. 2026
Sealy Area Historical Society Bozeman House	\$	20,000.00	Sept. 2026
JAC Park Principal	\$	70,000.00	Sept. 2026
<b>Total for City Obligations</b>	<b>\$</b>	<b>1,662,134.00</b>	
<b>Total of Obligations Commitments:</b>	<b>\$</b>	<b>1,602,634.00</b>	

### Future Payables, Public Hearings, Pending Approval

Liedertafel Hall Project Phase II	\$	155,000.00	
Vestibule Project	\$	11,000.00	
KTB Budget & Donated Tree Planting	\$	25,000.00	
<b>Total</b>	<b>\$</b>	<b>191,000.00</b>	

### Projects in Discussion

<b>Total</b>	<b>\$</b>		
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<b>Total commitments &amp; possible funding</b>	<b>\$</b>	<b>1,793,634.00</b>	
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Year	Project Name	Agreement Type/URL	Status	Total Committed	Notes
2028	Reimburse City for Franchise	382, 373 & 378	In Progress	\$ 280,000.00	10.18.23
2029	Reimburse City for SDA	FTA, 380-Wholesale	Complete	\$ 50,000.00	Notes
	JAC Park MGS Pool	Contribution to Primary	In Progress	\$ 65,000.00	Annual. Will be paid off in 2030
	JAC Park Principal	Amortization Schedule	In Progress	\$ 3,000.00	Will be paid off in 2030
	JAC Park Interest Payment	Amortization Schedule	In Progress	\$ 75,000.00	Notes: May want to consider renegotiate and/or term agreements.
2020	Baylor Medical Center	EDC/Ch Performance Agreements	Inactive	\$ 300,000.00	Notes: May want to consider renegotiate and/or term agreements.
	Bills System/ark	Performance Agreement	Terminated	\$ 15,000.00	Notes: This agreement was terminated when company failed.
	CCA Direct Ray Administration Agreement	Performance Agreement	Terminated	\$ 40,000.00	Notes: This agreement was terminated when company failed.
	Sealy Jc Jtu Project	Performance Agreement	Complete	\$ 3,000.00	Notes: EDC received loan forgiveness and a waiver of the maintenance bond provision.
	Sealy Chamber HJAC	Performance Agreement	Complete	\$ 3,000.00	
	Edward Jones Staps	Performance Agreement	Complete	\$ 28,000.00	
	Rooms for Rent	Performance Agreement	Complete	\$ 200,000.00	Request for release of benchmarks 2.24.21.11. Board Approved Release - Agreement Complete
	Harvest Moon Apartments	Performance Agreement	Complete	\$ 252,250.00	
	Subodha Project	Performance Agreement	Complete	\$ 5,000.00	
	Peashee	Performance Agreement	Complete	\$ 5,000.00	
	Hendrix	Performance Agreement	In Progress	\$ 205,000.00	To be paid if benchmarks met: 0204/1500-1025/1550-1242/1515-2027/1515/ For a total of \$205K. Amendment #1/ Not provided
2021	All Mini Storage	Performance Agreement	Terminated	\$ 5,000.00	Performance Agreement was terminated when business was sold prior term of ownership.
	Colón Project	Performance Agreement	Complete	\$ 15,000.00	
	231 Twina Downtown Projects	Performance Agreement	Complete	\$ 45,000.00	
	Hendrix (Amalgamated)	Performance Agreement	In Progress		Amendment #2. Amendment #3. Not Incorporated to Direct #3s and changing benchmark. Consider use amounts above.
	Hendrix 112 Tax Rebate	Performance Agreement	In Progress		Chc/SEDC do not have to guarantee since it is 202. Tax Abatement calculated by Courts. Note listed on TV Consumer Day
	COVID 19 Funding to Businesses	Agreements with recipients	Complete	\$ 250,000.00	
	City Reimb. EDC for COVID 19 Funding	No Agreement	Complete	\$ 1,000.00	
	SBM Lubon	Performance Agreement	Complete	\$ 1,000.00	
	Amending of Tronico Agreements	Performance Agreement	Complete	\$ -	Amendment did not involve funding
	Allen Project	No Agreement	Incomplete		Pending for Utilized
	Wilson Facilities Repairs	Performance Agreement	Incomplete		Funding Not Utilized
	Mass Pilgrage Expansion	Performance Agreement	Complete		Funding Not Utilized
	Joe Scaraman Park Improvement	No Agreement	Complete	\$ 35,000.00	No Agreements
	Wolf Pack	Performance Agreement	Complete	\$ 30,000.00	Complete
2022	Sealy Memorial Park	Performance Agreement	Complete	\$ 3,000.00	Reimbursed to City
	Agreement for Mini Storage Project	No Agreement	Complete	\$ 5,000.00	\$5,000 plus donations above. no agreement
	Will Center Parking Design	Performance Agreement	Complete	\$ 8,000.00	Garage opening Oct. '25 completed
	Scramble Park Benches	Performance Agreement	Complete	\$ 1,000.00	Garage opening Oct. '25 completed
	Wings Project	Performance Agreement	Complete	\$ 4,500.00	Complete
	Jill Center Parking Design	No Agreement	Complete	\$ 3,000.00	Reimbursed to City
	Scramble Park Benches	No Agreement	Complete	\$ 5,000.00	\$5,000 plus donations above. no agreement
2023	Sealy - Texas Sign Project	Performance Agreement	Complete	\$ 21,434.32	PA complete in 2025. wait letter to verify property ownership
	Demolition of secondary building	Performance Agreement	Complete	\$ -	Amendment did not involve funding
	Remediation of primary building	Performance Agreement	Complete	\$ 4,500.00	Complete
	Board Associates Engineering Agreement	Performance Agreement	Complete	\$ 3,000.00	Complete
	MOU BBSF Construction Insurance	Performance Agreement	Complete	\$ 1,000.00	Complete
	MOU City of Sealy & SEDC for BBSF Lease	Performance Agreement	Complete	\$ 6,000.00	Complete
	Mediana Project	Performance Agreement	In Progress	\$ 11,000.00	Project completed Sept and ADA feedback Dec. 4th / Payment for grant submitted / Follow up with employment Dec. 4th
	SDA	312 Between City & SDA	In Progress	\$ 11,000.00	312 Agreement. Final consideration by City Council November 4, 2025. Follow up with Audit CAD to post on Comptroller

		Agreement with Strand	Complete	Complete	Key to Abbreviations in Table
	DownTown Parking Project	Agreement with Strand	Complete	\$685,400 for both	
	HS Center Parking Project	Agreement with Strand	Complete	\$685,400 for both	
2015	Flood Camera	Between Flood and City with Electrical Team	In Progress	\$ 24,075.00	Filed 2021, will also fund 2025 & 2027
	ES&S Lease Agreement		In Progress	\$ 1,950.00	Will re-negotiate April 2025, Board Approved June 2024
	Administrative Services Agreement	Individual	In Progress	\$ 30,000.00	Renewed, approved by City Council, and Banded
	Video Photo and Video Package	PSA with Villing	In Progress	\$ 2,500.00	Agreement executed and in progress, shoot was completed May 2020
	Chapters Creative	PSA	In Progress	\$ 250.00	Agreement re-executed for 2025
	Michael Bandler Tender Festival	PSA	In Progress	\$5,000 per event	Partner of Lights consulting, Partial payment made in October 2025
	Trend Project Interior Improvement	Performance Agreement	In Progress	\$ 25,000.00	Improvements being made, OOC by new date of extension June 15, 2025, followed on to ensure project would complete on time
	Solo Arts Historical Signs	Performance Agreement	In Progress	\$ 20,000.00	Improvements being made to historical signs - ESC provided an extension for completion
	Classic Choice Project	Performance Agreement	In Progress	\$ 4,500.00	Sign improvements complete, did not yet receive vendors for sign
	Good Samaritan Project	Performance Agreement	In Progress	\$ 20,500.00	Signs, sign, and ADA improvements, ESC provided an extension for completion
	Terral Coach	PSA	In Progress	\$ 15,000.00	Final materials, will begin in April 2025
	Fluorid	PSA	In Progress	\$ 3,198.00	Demographic Analysis
	Reimagify	PSA	In Progress	\$ 4,250.00	Real Estate Listings on Website
	BluBot	PSA	In Progress	\$ 3,150.00	GIS Software
	Revire	PSA	In Progress	\$ 4,050.00	Website updates and host
2026	The Sign Project - Out Rigger/Tenant	Performance Agreement	In Progress	\$ 3,000.00	Council approved project, Building Owner requested an amendment
	The Events table Project	Performance Agreement	In Progress	\$8,500	Project approved and underway
					*Highlighted items are changes made in current month

# EDC Budget Amendment

## Item 7



**SEALY EDC BOARD AGENDA ITEM NO: 7** Discussion and possible action regarding amending the fiscal year 2025-2026 budget to include Keep Texas Beautiful Affiliate expenditures.

**MEETING DATE:** March 24, 2026

## STAFF REPORT

### DESCRIPTION

Staff is presenting a newly drafted start-up budget for Sealy's Keep Texas Beautiful Affiliate, Keep Sealy Beautiful program for the period beginning with program start-up through September 2026. The proposed budget establishes initial funding categories, identifies shared and in-kind support, and distinguishes between required start-up costs, ongoing program costs, and optional expenditures that may be considered as the program develops.

The draft budget reflects total proposed expenditures of \$27,736.92. Of that amount, \$610 is identified as new required expenditures directly associated with the Keep Sealy Beautiful program, while \$17,000 is identified as new optional expenditures. Several operating expenses are proposed to be shared with, funded by, or supported through existing Sealy EDC resources or other partner support.

This item is intended to document the anticipated costs and budget notes for the new program. It is not presented as an amendment to EDC line-item dollar amounts, but as an amendment to the EDC FY26 budget notes only.

### ANALYSIS

Keep Sealy Beautiful is a new community beautification and environmental stewardship program intended to support Sealy's appearance, civic pride, downtown vitality, volunteer engagement, and long-term community improvement efforts. As a start-up program, the initial budget emphasizes basic administrative needs, program affiliation, public outreach, project support, and shared resources.

The attached draft budget identifies one income source at this stage: \$27,736.92 in grant funding from the Sealy EDC. Additional potential income categories, including sponsorships and donations, are listed but not yet assigned a dollar amount. This structure aligns identified EDC grant income with the currently proposed start-up expenditures while preserving the opportunity to pursue future private sponsorships, community donations, and other grant opportunities. The proposed start-up through September 2026 budget totals \$27,736.92 in expenditures.

The draft identifies several expenses as required or ongoing for the Keep Sealy Beautiful program. These include the affiliation fee, one-time affiliation application, and KTB conference expenses. Together, these new required expenditures total \$610.

These costs are necessary to establish and maintain the program's organizational relationship with Keep Texas Beautiful and to support program participation, education, and compliance with affiliate expectations.

The budget also includes shared administrative and operating support, including office space, telephone, office supplies, insurance, copier and printing, and program start-up and administration. These are shown as shared or in-kind support rather than entirely new standalone program costs.

### FINANCIAL IMPACT

The draft budget identifies \$17,000 in new optional expenditures for beautification projects, specifically tree planting and two park benches at Shadow Lake Park. This amount is proposed from the EDC Community Grants line item.

Because this cost is listed as optional, the Board may consider whether to include it in the initial program period, defer it until later in the fiscal year, or approve it subject to project readiness, available grant funding, partnership commitments, or further Board direction.

Additional items are identified as not included in the first provisional year, including KSB educational materials, professional services, travel, volunteer recognition, branding materials, communication and recognition signage, grant matching funds, and downtown beautification. These categories may be brought back for future consideration as the program matures and as additional funding sources are identified.

The proposed budget shows \$27,736.92 in total expenditures for the start-up period through September 2026. The budget also identifies \$27,736.92 in Sealy EDC grant income, matching the proposed expenditure total. The Board may determine whether all listed expenditures should be authorized during the initial year or whether optional expenditures should be approved separately as project scopes are finalized.

Staff notes that this budget is presented as an amendment to the EDC fiscal year 2025-2026 budget notes and not as an amendment to EDC line-item dollar amounts.

Staff recommends that the Board review and discuss the draft Keep Sealy Beautiful start-up budget and provide direction regarding inclusion of the proposed budget notes in the EDC FY26 budget documentation.

## RECOMMENDATION

Staff recommends that the Board review, discuss, and approve the draft Keep Sealy Beautiful start-up budget and provide direction regarding inclusion of the proposed budget notes in the EDC FY'26 budget documentation.

# Draft of KTB Budget for 2026 Start-Up through September 2026

EDC Line Items	Income	Sealy EDC	Cost	Shared & In Kind	
Grants		\$ 27,736.92			
Sponsorships					
Donations					
<b>Expenditures</b>					
Program Start up & Administration		\$ 1,029.92	\$ 1,029.92	\$ 1,029.92	Funded and shared by the Sealy EDC Board ar
Office		\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	Shared with EDC
Telephone		\$ 132.00	\$ 132.00	\$ 132.00	Shared with EDC
Office Supplies		\$ 500.00	\$ 500.00	\$ 500.00	Shared with EDC
Insurance		\$ 250.00	\$ 250.00	\$ 250.00	Shared with EDC
Data Processing					Shared with EDC
KSB Educational Materials					Not during Provisional Year
Copier & Printing		\$ 315.00	\$ 315.00	\$ 315.00	Shared with the EDC
Events, Supplies, Sponsor Recognition					Shared with the City, EDC & KTB Grants
Professional Services					Not in the first Provisional Year
Website and Social Media		\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	Shared with Sealy EDC
Marketing and Outreach		\$ 500.00	\$ 500.00	\$ 500.00	Funded by the EDC
Downtown Beautification					Not for the first Provisional Year
Safety Items for events: Barricades, etc.					Shared with the City
Reporting					Funded by the EDC
Volunteer Recognition					Potential for the first Provisional Year
Beautification Projects: Tree planting, benches		\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	From EDC Line Item Community Grants
Branding Materials					Not for the first Provisional Year
Communication and Recognition Signage					Not for the first Provisional Year
Grant matching Funds					Not for the first Provisional Year
Affiliation Fee		\$ 200.00	\$ 200.00	\$ 200.00	Community Grants Line Item
One-time Affiliation application		\$ 200.00	\$ 200.00	\$ 200.00	Community Grants Line Item
KTB Conference		\$ 210.00	\$ 210.00	\$ 210.00	Community Grants Line Item
Travel		*	*		Not in the first Provisional Year
<b>Totals</b>		\$ 27,736.92	\$ 27,736.92	\$ 27,736.92	

\* New Required Expenditures from the KTB Program \$610  
 New Optional Expenditures \$17,000  
 On-going and KTB Required Expenditures

Disclosure: This is **not** an amendment to the EDC line item dollar amounts, but an amendment to the EDC FY'26 budget notes.

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**ITEM NO: 8 Discussion and possible action to ratify the Professional Services Task Order Agreement with Kendig Keast Collaborative for Zoning Exploration Services in the amount of \$2,250.**



**SEALY EDC BOARD AGENDA ITEM NO: 8** Discussion and possible action to ratify the Professional Services Task Order Agreement with Kendig Keast Collaborative for Zoning Exploration Services in the amount of \$2,250.

**MEETING DATE:** May 24, 2026

## STAFF REPORT

### DESCRIPTION

The date determined by City Council for the Zoning Exploration Workshop is Thursday, July 30 at 6:00 p.m. Based on this, staff has been coordinating with the City and Kendig Keast Collaborative regarding a strategic planning workshop with the City Council. The workshop is intended to provide a focused setting for discussion of zoning, annexation, long-term growth, fiscal impacts, and future priorities. The proposed workshop would include City Council, City management, EDC staff, and the KKC team.

The zoning exploration scope will support the ongoing discussion regarding zoning and other closely related strategic issues that may impact programming, budgeting, and long-term planning for the coming year and beyond. These related topics include potential annexations, the impact of the Emergency Services District agreement and related sales tax considerations, and the City's long-term goals as outlined in the Comprehensive Plan.

Staff requests that the Sealy Economic Development Corporation Board of Directors consider ratifying the Professional Services Task Order Agreement with Kendig Keast Collaborative (KKC) for Zoning Exploration Services in the amount of \$2,250.

### ANALYSIS

Ratification of the task order will allow the work already finalized with KKC to proceed, while approval of the mapping services will provide the technical support needed to prepare for the workshop and related strategic planning discussions.

The timing of the workshop was strategically chosen given the City Council has new member, Bobby Necker, joining the Council. In addition, the City Manager has indicated a desire to use this period to work with Council on the FY 2026-2027 budget. Early summer is therefore an appropriate timeframe to coordinate broader strategic discussions before the budget process is finalized.

The Zoning Exploration Services task order provides for KKC to prepare and facilitate a zoning exploration workshop. KKC's responsibilities include preparing a workshop agenda, preparing a "Zoning 101" background and considerations presentation, conducting brief research on Sealy's current development-related regulations and community background, attending and facilitating a workshop of approximately two hours, and submitting a post-workshop memorandum summarizing key takeaways and recommended next steps.

### FINANCIAL IMPACT

The task order agreement identifies an available/budgeted contract amount of \$15,000, and any additional services beyond the approved scope would require further written authorization. The Zoning Exploration Services task order with Kendig Keast Collaborative is \$2,250, inclusive of labor, direct expenses, mileage, supplies, and professional fees for the workshop scope described in the task order.

### RECOMMENDATION

Staff recommends that the Sealy EDC Board of Directors ratify the Professional Services Task Order Agreement with Kendig Keast Collaborative for Zoning Exploration Services in the amount of \$2,250 approved by City Council on April 21, 2026.



**PROFESSIONAL SERVICES TASK ORDER AGREEMENT  
#2025-005**

**Zoning Exploration Services**

This AGREEMENT ("Agreement") is entered into by and between the undersigned,

**CORPORATION of Sealy, Texas ("CORPORATION")**  
415 Main Street  
Sealy, TX 77474

and

**Kendig Keast Collaborative ("CONTRACTOR")**  
Gary Mitchell, COO  
77 Sugar Creek Center Blvd, Suite 600  
Sugar Land, TX 77478

**Section 1. Services:** CONTRACTOR will perform the designated services and/or provide the designated products as set forth in Exhibit A, which is attached hereto and incorporated for all purposes, and subsequent Task Orders. The work under this Agreement shall be completed as detailed in Exhibit A and each Task Order. The terms and conditions of this Agreement take precedence over all exhibits and attachments.

**Section 2. Term and Termination:** This Agreement shall begin upon the date of its final execution and shall terminate one (1) year thereafter.

This Agreement may be terminated, upon thirty (30) days written notice, by the CORPORATION without cause or by the CONTRACTOR for cause. This Agreement may be terminated immediately by the CORPORATION for cause. Upon termination, CORPORATION shall pay CONTRACTOR, at the rate set out in Exhibit A, attached hereto and incorporated herein for all purposes, for Services satisfactorily performed up to the date of termination. Notwithstanding any provision in this Agreement to the contrary, CORPORATION will not be required to pay or reimburse CONTRACTOR for any services performed or for expenses incurred by CONTRACTOR after the date of the termination notice that could have been avoided or mitigated by CONTRACTOR.

**Section 3. Compensation:** The CONTRACTOR shall be paid for the services, if approved, as set forth in each Task Order. The CORPORATION shall pay the CONTRACTOR in accordance with the Texas Government Code, Chapter 2251.

The CONTRACTOR must submit invoices for all services, which invoices must include dates and details of services provided. Invoices must reference the executed contract number or purchase order number. Invoices shall be submitted to the CORPORATION representative named in Section 24. Payment for delivery of Services rendered shall not be unreasonably withheld or delayed. The CORPORATION and CORPORATION shall be under no obligation to pay for services rendered without prior authorization. Invoices shall also be submitted electronically to Accounts Payable [ap@ci.sealy.tx.us](mailto:ap@ci.sealy.tx.us), with a copy to the appropriate CORPORATION representative named in Section 24.

The CONTRACTOR may, at the CORPORATION's discretion, be provided with a purchase order number from the CORPORATION and such number shall be referenced on all invoices submitted to the CORPORATION. When

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the CORPORATION believes there is an error on an invoice received from CONTRACTOR, the CORPORATION has until the 21st day after receipt to notify the vendor of the dispute. If resolved in favor of the CORPORATION, the vendor must submit a new invoice, and the CORPORATION have thirty (30) days to pay. If the dispute is resolved in favor of the vendor, interest is due from the original date on which the invoice would have become overdue.

**Section 4. Travel:** See Exhibit A for any applicable terms.

**Section 5. Limit of Appropriation and Fiscal Funding.** The CONTRACTOR clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the CORPORATION shall have available the amount of \$15,000 as budgeted by the CORPORATION to discharge any and all liabilities which may be incurred by the CORPORATION pursuant to this Agreement and that the total maximum compensation that the CONTRACTOR may become entitled to hereunder and the total maximum sum that the CORPORATION shall become liable to pay to the CONTRACTOR hereunder shall not under any conditions, circumstances, or interpretations, hereof, exceed the said total maximum sum provided for in this section without prior written permission from the CORPORATION. The CORPORATION's fiscal year is October 1 through September 30. If this Agreement extends beyond September 30<sup>th</sup>, there shall be a fiscal funding out. If, for any reason, funds are not appropriated to continue the contract in the new fiscal year, this Agreement shall become null and void on the last day of the current appropriation of funds without penalty of any kind or form to the CORPORATION and CORPORATION.

**Section 6. Relationship of the Parties:** CONTRACTOR is an independent contractor and is not an employee, partner, joint venture, or agent of CORPORATION. The CONTRACTOR understands and agrees that he/she will not be entitled to any benefits generally available to Sealy CORPORATION employees. CONTRACTOR shall be responsible for all expenses necessary to carry out the services under this agreement, and shall not be reimbursed by CORPORATION for such expenses except as otherwise provided in this Agreement.

**Section 7. Authority of the Project Manager:** All Services to be performed by the CONTRACTOR hereunder shall be performed to the satisfaction of the CORPORATION's project manager, named in Section 24. The CORPORATION's project manager shall decide any and all questions which may arise as to the quality or acceptability of the Services performed by the CONTRACTOR, and the decisions of the CORPORATION's project manager in such cases shall be final and binding on both parties. However, nothing contained herein shall be construed to authorize the CORPORATION's project manager to alter, vary, or amend this Agreement.

**Section 8. Intellectual Property:** This Agreement shall be an agreement for services, and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products, or results, to be a work for hire under federal copyright law. Ownership of the work shall belong to and remain the exclusive property of CORPORATION. The work may be edited at any time within the CORPORATION's discretion. If the work would not be considered a work-for-hire under applicable law, CONTRACTOR hereby assigns, transfers and conveys any and all rights, title and interest to the CORPORATION, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the work, the CORPORATION maintain and assert the rights to use, reproduce, make derivative works from, and/or edit the work in any form of medium, expression, or technology now known or hereafter developed, at any time within the CORPORATION's discretion. CONTRACTOR shall not sell,



disclose, or obtain any other compensation for the Services provided herein. If the work is one to which the provisions of 17 U.S.C. § 106A apply, the CONTRACTOR hereby waives and appoints the CORPORATION to assert on the CONTRACTOR's behalf the CONTRACTOR's moral rights or any equivalent rights regarding the form or extent of any alteration to the work (including, without limitation, removal or destruction) or the making of any derivative works based on the work, including, without limitation, photographs, videos, drawings or other visual reproductions of the work, in any medium, for CORPORATION purposes.

**Section 9. Confidentiality:** During the term of this Agreement, CONTRACTOR may come in contact with confidential information of the CORPORATION. CONTRACTOR agrees to treat as confidential the information or knowledge that becomes known to CONTRACTOR during performance of this Agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by CORPORATION. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. CONTRACTOR shall promptly notify the CORPORATION of any misuse or unauthorized disclosure of its confidential information, and upon expiration of this Agreement, shall return to the CORPORATION all confidential information in CONTRACTOR's possession or control. CONTRACTOR shall further comply with all CORPORATION information security policies that may apply and shall not make any press releases, public statements, or advertisements referring to the Services provided under this agreement or the engagement of CONTRACTOR without the prior written approval of the CORPORATION.

**Section 10. Warranties and Representations:** CONTRACTOR warrants and agrees that CONTRACTOR shall perform the Services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any Service performed on premises owned or controlled by the CORPORATION, CONTRACTOR warrants and agrees that CONTRACTOR will perform the Services in compliance with all CORPORATION rules, including but not limited to prohibitions related to tobacco use, alcohol, and other drugs.

**Section 11. Licenses/Certifications:** If applicable, CONTRACTOR agrees to obtain, at its own cost, any and all approvals, licenses, filings, registrations, and permits required by federal, state, or local laws, regulations, or ordinances required for the performance of the Services.

**Section 12. Performance/Qualifications and Assignment:** CONTRACTOR agrees and represents that CONTRACTOR has the personnel, experience, and knowledge necessary to qualify CONTRACTOR for the particular duties to be performed under this Agreement. CONTRACTOR warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards. The CORPORATION and the CONTRACTOR bind themselves and their successors, executors, administrators, and assigns to this Agreement and to the successors, executors, administrators, and assigns of the other party, in respect to all covenants of this Agreement. Neither the CORPORATION, nor the CONTRACTOR shall assign, sublet, or transfer its or his interest in this Agreement without the written consent of the other, which consent will not be unreasonably withheld. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

**Section 13. Conflict of Interest:** CONTRACTOR warrants, represents, and agrees that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with CONTRACTOR's performance of the services hereunder. CONTRACTOR further warrants and affirms that no relationship or affiliation exists between CONTRACTOR and the CORPORATION that could be construed as a conflict of interest



with regard to this Agreement. Pursuant to Section 2252.908, Texas Government Code, if this Agreement requires an action or vote by the CORPORATION Board or CORPORATION Council or has a value of at least \$1 million, CONTRACTOR further warrants that CONTRACTOR has submitted a disclosure of interested parties to the CORPORATION.

**Section 14. Insurance:** CONTRACTOR shall maintain during the term hereof in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the CONTRACTOR'S performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage; (ii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of CONTRACTOR'S employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and (iii) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.

All policies of insurance shall be endorsed and contain the following provisions: (1) name CORPORATION, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written notice to the CORPORATION for cancellation of the insurance; (3) provide for a waiver of subrogation against the CORPORATION for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability.

Insurance. The CONTRACTOR shall provide written notice to the CORPORATION of any material change of or to the insurance required herein.

A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by the CORPORATION and CORPORATION.

**COVERAGES SHALL BE WITH A COMPANY (WITH AT LEAST AN A- BEST RATING) ACCEPTABLE TO THE CORPORATION PURCHASING AND RISK MANAGEMENT DIVISION AND A COPY OF THE CERTIFICATE OF COVERAGE SHALL BE DELIVERED TO THE CORPORATION ON OR BEFORE THE DATE OF THIS AGREEMENT.**

**Section 15. Indemnification:** Except as provided herein, CONTRACTOR shall indemnify and hold harmless the CORPORATION of Sealy, and each of its directors, officers, officials, agents, representatives, and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including without limitation attorneys' fees and reasonable litigation costs, arising out of, connected with, or resulting from any acts or omissions of CONTRACTOR or any agent, employee, SUBCONTRACTOR, or supplier of CONTRACTOR in the execution or performance of this contract. If any action or proceeding shall be brought by or against the Sealy Economic Development Corporation or CORPORATION of Sealy in connection with any such claim, action, suit, demand, proceeding, cost, damage, or liability, the CONTRACTOR, on notice from the CORPORATION of Sealy, shall defend the CORPORATION of Sealy against such action or proceedings at CONTRACTOR'S expense, by or through attorneys reasonably satisfactory to the CORPORATION of Sealy. The CONTRACTOR'S obligations under this section shall not be limited to the limits of coverage of insurance



maintained or required to be maintained by the CONTRACTOR under this Agreement. CONTRACTOR agrees to provide Zoning Exploration Services, as applicable, hereunder as expeditiously as is prudent considering the ordinary personal skill and care of a competent individual, as applicable, and in accordance with the generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the CONTRACTOR's trade or profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the services provided hereunder and the CONTRACTOR's performance. CONTRACTOR shall and does hereby agree to indemnify and hold harmless the CORPORATION, its officers, officials, agents, representatives, and employees from any and all damages, loss, or liability of any kind, whatsoever, including, but not limited to, death, injury, or property damages, to the extent caused by the intentional, knowing, reckless, or negligent act or omission (hereinafter referred to as "fault") of the CONTRACTOR, its officers, agents, employees, invitees or other persons for whom it is legally liable, with regard to the performance of services, as applicable, pursuant to this Agreement, and the CONTRACTOR will reimburse the CORPORATION's reasonable legal costs, including reasonable attorney's fees, in proportion to CONTRACTOR's liability for such engineering and architectural services, as applicable.

**Section 16. Force Majeure:** Neither the CONTRACTOR, its suppliers nor the CORPORATION will be liable for any failure or delay in this Agreement due to any cause beyond its reasonable control, including acts of war, epidemics, acts of God, earthquakes, floods, embargos, riots, sabotage, labor shortages or disputes, governmental acts, including, but not limited to, measures taken to address or contain disease outbreaks, or failure of the Internet (not resulting from the negligence or willful misconduct of CONTRACTOR), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If the CONTRACTOR is unable to provide services for a period of thirty (30) consecutive days as a result of a continuing force majeure event, the CORPORATION and CORPORATION may cancel the contract without penalty.

**Section 17. Jurisdiction:** CORPORATION, CORPORATION, and CONTRACTOR agree that any dispute under this Agreement shall be brought in a court of competent jurisdiction in Austin County, Texas, and that this Agreement shall be governed by Texas law, except for the conflict of law provisions.

**Section 18. Prohibition on Boycotting Israel.** (REQUIRED IF CONTRACT VALUE IS OF \$100,000 AND COMPANY HAS TEN FULL TIME EMPLOYEES): Pursuant to Section 2271.002, Texas Government Code, CORPORATION may not enter into a contract for goods or services unless the contract contains a written verification that the CONTRACTOR: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement. By executing this Agreement, CONTRACTOR verifies that CONTRACTOR does not boycott Israel or will not boycott Israel during the term of this Agreement.

**Section 19. Engaging in Business with Sudan, Iran, or Foreign Terrorist Organizations Prohibited.** Pursuant to Section 2252.152, Texas Government Code, CONTRACTOR warrants, represents, and agrees that CONTRACTOR is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts as a company that engages in business with Sudan, Iran, or a foreign terrorist organization.



**Section 20. No Boycott of Energy Companies.** By signing and entering into the Agreement, CONTRACTOR certifies and verifies, pursuant to Chapter 2271 and Chapter 809 of the Government Code, that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement. "Boycott energy company" has the meaning assigned by Section 809.001, Government Code.

**Section 21. No Boycott of Firearms.** By signing and entering into the Agreement, CONTRACTOR verifies, pursuant to Chapter 2274 of the Texas Government Code, that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and verifies it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" has the meaning assigned by Section 2274.001(3), Government Code.

**Section 22. Entire Agreement:** This Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, and understandings, oral or written, between the parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the parties executed subsequent to this agreement.

**Section 23. Severability:** In the event that any provision(s) of this Agreement shall for any reason be held invalid, illegal, or unenforceable, the invalidity, illegality or unenforceability of that provision(s) shall not affect any other provision(s) of this Agreement, and it shall further be construed as if the invalid, illegal, or unenforceable provision(s) had never been a part of this Agreement.

**Section 24. Address and Notices, and Communication:** The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one party to the other party under this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (i) by delivering the same in person, (ii) by depositing the same in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, or (iii) by depositing the same with a nationally recognized courier service guaranteeing "next day delivery," addressed to the party to be notified, (iv) by sending the same by telefax with confirming copy sent by mail, or (v) by sending the same by electronic mail with confirming copy sent by mail. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed by providing written notice in accordance hereunder, shall be as follows:

All notices and communications under this Agreement shall be mailed to the CONTRACTOR at the following address:

Kendig Keast Collaborative  
Attn: Gary Mitchell  
77 Sugar Creek Center Blvd  
Suite 600  
Sugar Land, TX 77478  
[gary@kendigkeast.com](mailto:gary@kendigkeast.com)  
Phone: (281)242-2960



All notices and communications under this Agreement shall be sent to the following address:

Sealy Economic Development Corporation and Sealy  
Attn: Bill Atkinson  
330 Main Suite 8  
Sealy, TX 77474  
[BATkinson@edc.sealy.tx.us](mailto:BATkinson@edc.sealy.tx.us)  
Phone: (979) 627-6121

**\*SIGNATURES TO FOLLOW\***

For Sealy Economic Development Corporation

Signature  
Bill Atkinson, Executive Director  
Sealy Economic Development Corporation

May 6, 2026  
Date

For Contractor:

Signature  
Gary Mitchell, Chief Operations Officer  
Kendig Keast Collaborative

May 5, 2026  
Date

# EXHIBIT A

## (Insert)



## Exhibit "A" Scope of Services

Under contract to the CORPORATION of Sealy, Kendig Keast Collaborative (KKC) will provide professional urban planning services to facilitate a **Zoning Exploration Workshop** with CORPORATION Council, along with CORPORATION management and other CORPORATION/EDC staff. KKC's responsibilities will include:

- Preparing a workshop **agenda**, also for advance indication of how the workshop will be structured and facilitated.
- Preparing a "Zoning 101" background and considerations **presentation** to set up for and help guide the workshop discussions.
- Conduct **brief research** on Sealy's current development-related regulations and other community background in preparation for the workshop.
- **Attend and facilitate** the workshop, typically up to two hours in duration.
- Submit a **post-workshop memorandum** summarizing key takeaways and itemizing recommended next steps.

### Compensation

\$2,250 including all labor, direct expenses (mileage, supplies) and professional fee, with no charge for our time in Sealy to attend the workshop.

Requested attendance at any additional in-person meetings in Sealy, or any other additional services tasks, will be billed at standard hourly rates (\$175 Gary Mitchell, \$143 Jennifer Mak, \$135 Janis Burall) plus mileage expense at the current IRS rate (\$0.725/mile) and any direct expenses at cost without mark-up.

### Anticipated Timeline

We understand that the CORPORATION Council workshop will likely be scheduled during July 2026 for adequate lead time. Upon receiving authorization to proceed, we will begin our workshop preparation in coordination with CORPORATION/EDC staff. Depending on when the workshop occurs during July, our final post-workshop effort will likely be completed by early to late August.

KKC will coordinate with CORPORATION/EDC personnel to meet this timeline. This will require steady progress on the task described above; timely receipt of necessary data and information and other input; and prompt review and feedback on KKC's interim and final work products.

### Assumptions

The compensation amount above assumes that CORPORATION/EDC staff will handle all workshop arrangements and logistics, including the usual public notice for CORPORATION Council meetings and workshops.

Whenever KKC submits draft deliverables, it will be the responsibility of the CORPORATION/EDC's project director to coordinate, compile and forward to KKC in a consolidated manner all review comments on and requested/suggested revisions to such deliverables. The proposed cost assumes original drafting of each deliverable and one consolidated revision round upon receipt of compiled comments from the CORPORATION/EDC's project director.



#### **Assigned Personnel**

KKC Chief Operations Officer Gary Mitchell will oversee all of the work activities described above, with contributions from Senior Architect and Urban Designer Jennifer Mak (including workshop attendance with Gary) and Senior Associate Janis Burall as needed (for GIS/mapping support). KKC President and Code Practice Leader Brian Mabry will be available to advise our team as needed.

#### **Additional or Continuing Services**

During the course of or at the conclusion of the task work, the CORPORATION and/or EDC may deem it necessary to engage KKC personnel in additional work efforts not anticipated at initiation of the work currently outlined. Any such additional services shall be specifically authorized by the CORPORATION and/or EDC based on further written description of the specified task(s) and the corresponding increase in the compensation amount — and, if necessary, the time of performance — for the original task work.



**LOCAL CERTIFICATIONS**

**ATTACHMENT I:  
HOUSE BILL 89 VERIFICATION**

I, Gary Mitchell \_\_\_\_\_, [Person Name] the undersigned representative of

Kendig Keast Collaborative \_\_\_\_\_ [Company or Business Name]  
(hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, does hereby  
depone and verify that the Company named above, under the provisions of Texas Government Code Chapter  
2271:

- 1. Does not currently boycott the country of Israel; and
- 2. Will not boycott the country of Israel during the term of the contract with CORPORATION of Sealy, Texas.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking  
any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically  
with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does  
not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership,  
joint venture, limited partnership, limited liability partnership, or any limited liability company, including  
a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or  
business associations that exist to make a profit.

3. Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either
- a. it meets an exemption criterion under Section 2270.002; or
  - b. it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response. (HB 793—exemptions).

**EXEMPTIONS APPLY TO THE FOLLOWING:**

- A. Contract between a governmental entity and a company with less than 10 full-time employees
- B. Contract has a value of less than \$100,000 paid wholly or partly from public funds of the governmental entity

Signature: Gary Mitchell Date: May 5, 2026

ATTACHMENT II:

DISCLOSURE OF BUSINESS RELATIONSHIPS WITH IRAN, SUDAN, OR A FOREIGN TERRORIST ORGANIZATION

Texas S.B. 252 (Effective 9/1/2017): provides that (1) the CORPORATION may not enter into a governmental contract with a Provider that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter.

By signing below, Offeror acknowledges that it has read and understands that it does not appear on the list maintained by the Texas Comptroller of Public Accounts.

Name of Offeror: Kendig Keast Collaborative \_\_\_\_\_

Signature of Authorized Representative: G. R. Mitchell \_\_\_\_\_

Date: May 5, 2026 \_\_\_\_\_



**ATTACHMENT III:  
HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION**

Historically Underutilized Businesses (HUBs), minority or women-owned or disadvantaged businesses enterprises (M/W/DBE) are encouraged to participate in the solicitation process. The CORPORATION recognizes the certifications of the State of Texas Program administered by the Texas Comptroller of Public Accounts.

For consideration of points in the evaluation process, an offeror who is certified by the Comptroller as a HUB with active status should complete the information at the bottom of this page.

Companies seeking information concerning HUB certification should contact:

State of Texas HUB Program  
Texas Comptroller of Public Accounts  
Lyndon B. Johnson State Office Building  
111 East 17th Street  
Austin, Texas 78774  
(512) 463-6958  
<http://www.window.state.tx.us/procurement/prog/hub/>

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**Vendor CMBL Information as Registered with Texas Comptroller's Office**

Vendor ID from CMBL: \_\_\_\_\_  
Vendor Name from CMBL: \_\_\_\_\_  
HUB Status is active: Yes \_\_\_\_\_ no \_\_\_\_\_  
Date HUB Status Expires: \_\_\_\_\_

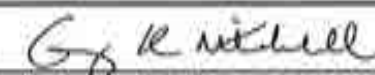
**Acknowledgment**

By signing its submission, Offeror acknowledges that it has read and understands the above requirements for acceptance of the Offeror's Statements of Qualification.

Name of Offeror: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

<b>ATTACHMENT IV:</b>	<b>FORM CIQ</b>
<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity	
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.  This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).  By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor	<b>OFFICE USE ONLY</b>
<b>1</b> Name of vendor who has a business relationship with local governmental entity.  <div style="text-align: center; font-size: 1.2em;">Kendig Keast Collaborative</div>	Date Received
<b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
<b>3</b> Name of local government officer about whom the information is being disclosed.  <div style="text-align: center; font-size: 1.2em;">N/A</div> <hr style="width: 50%; margin: auto;"/> <small style="text-align: center;">Name of Officer</small>	
<b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.  <div style="margin-left: 20px;"> <b>A.</b> Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?   <div style="display: flex; justify-content: space-around; width: 100%;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div> </div> <div style="margin-left: 20px; margin-top: 10px;"> <b>B.</b> Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?   <div style="display: flex; justify-content: space-around; width: 100%;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div> </div>	
<b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.	
<b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).	
<b>7</b>  <hr style="width: 80%; margin-left: 0;"/> <small>Signature of vendor doing business with the governmental entity</small>	May 5, 2026 <hr style="width: 80%; margin-left: auto; margin-right: 0;"/> <small>Date</small>

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**SEALY EDC BOARD AGENDA ITEM NO: 9 Discussion and possible action to approve Task Order #2 with Kendig Keast Collaborative for an Inventory of Undeveloped Land within the Sealy city limits and extraterritorial jurisdiction (ETJ) and authorize the Executive Director to execute all necessary documents.**



**SEALY EDC BOARD AGENDA ITEM NO: 9** Discussion and possible action to approve Task Order #2 with Kendig Keast Collaborative for an Inventory of Undeveloped Land within the Sealy city limits and extraterritorial jurisdiction (ETJ) and authorize the Executive Director to execute all necessary documents.

**MEETING DATE:** May 24, 2026

## STAFF REPORT

### DESCRIPTION

Staff is requesting approval of Task Order #2 with Kendig Keast Collaborative (KKC) to prepare a verified GIS inventory of undeveloped land within both the Sealy city limits and the City's extraterritorial jurisdiction (ETJ). The inventory will support zoning exploration, annexation and growth discussions, infrastructure and service planning, economic development efforts, and FY 2026-2027 budget planning.

The work will include confirming the current city limits and ETJ boundaries; compiling available GIS mapping, parcel, and aerial imagery data; identifying recent development activity; mapping undeveloped and partially developed properties; field-verifying areas where aerial review is insufficient; calculating total undeveloped acreage; and identifying the largest undeveloped properties of 25 acres or more. Final deliverables will include a high-resolution PDF inventory map, a memorandum documenting the inventory results and process, packaged GIS files for the City's use, and Word and PDF versions of the memorandum.

### ANALYSIS

KKC's proposal provides two options: \$5,750 for an inventory within the city limits only, or \$9,500 for an inventory within the city limits plus the entire ETJ. Staff recommends the city limits plus entire ETJ option in the amount of \$9,500.

The \$9,500 cost includes the inventory work, coordination time, direct expenses, professional fees, and the assumed field work identified in the proposal. Poster-size map plots, if requested, would be billed separately at \$50 for a 30 inch by 40 inch sheet or \$40 for a 24 inch by 36 inch sheet. Any additional in-person meetings beyond the proposal assumptions would also be billed separately under KKC's stated hourly rates and mileage terms.

### Strategic Plan Projects and Operational Goals Addressed

Strategic Plan Item	How Task Order #2 Supports It
FY 26-27 Project: Work with City to Start a Zoning Initiative	Provides the base inventory needed before zoning district mapping, land-use compatibility review, and policy discussion.
FY 26-27 Project: Physical Infrastructure	Identifies where future growth may require utility, drainage, roadway, public safety, and service planning.
FY 26-27 Projects: Commercial/Industrial Recruiting and Industrial Business Park	Helps determine where undeveloped land can support primary employment, industrial recruitment, and shovel-ready site development.
FY 26-27 Project: Develop Programming for Business Attraction, Retention and Expansion	Strengthens the EDC's ability to match prospects with available sites and understand future land capacity.
FY 27-28 Projects: Partner with City on new Comprehensive Plan; Work with City to Start a Zoning Initiative	Creates a factual baseline that can carry forward into comprehensive planning, zoning, and annexation decisions.
Ongoing Operational Goals: Coordination and Information Sharing; Identify Growth Potential; Business Attraction through Incentives; Retail Marketing Recruitment	Creates a shared map and acreage database to support coordinated decisions, marketing, prospect response, and targeted incentive discussions.

## FINANCIAL IMPACT

KKC's proposal provides two options: \$5,750 for an inventory within the city limits only, or \$9,500 for an inventory within the city limits plus the entire ETJ.

The \$9,500 cost includes the inventory work, coordination time, direct expenses, professional fees, and the assumed field work identified in the proposal. Poster-size map plots, if requested, would be billed separately at \$50 for a 30 inch by 40 inch sheet or \$40 for a 24 inch by 36 inch sheet. Any additional in-person meetings beyond the proposal assumptions would also be billed separately under KKC's stated hourly rates and mileage terms.

## RECOMMENDATION

Staff recommends approval of Task Order #2 with Kendig Keast Collaborative for an Inventory of Undeveloped Land within the Sealy city limits and entire ETJ in the amount of \$9,500, and authorization for the Executive Director to execute all necessary documents.

Suggested motion: I move to approve Task Order #2 with Kendig Keast Collaborative for an Inventory of Undeveloped Land within the Sealy city limits and entire ETJ in the amount of \$9,500, and authorize the Executive Director to execute all necessary documents.

**Cost Proposal**  
**Inventory of Undeveloped Land in Sealy City Limits and ETJ**  
To City of Sealy and Sealy Economic Development Corporation

**Request for Professional Urban Planning Services**

In April 2026, representatives of the City of Sealy and Sealy Economic Development Corporation (EDC) requested that KKC submit a cost proposal for completing a map inventory of undeveloped land, as an input to the City's upcoming zoning exploration process and in support of the City's ongoing service planning and budgeting.

**Task Approach**

KKC personnel will complete the following steps:

1. Coordinate with a lead contact person at the City of Sealy and/or EDC to acquire all GIS mapping data and aerial imagery relevant to the task work based on available online mapping viewed at <https://sealyedc.com/maps/> (e.g., jurisdiction lines, roads, parcels, rights-of-way and easements, water features, any available land use or City-owned property mapping, etc.) and/or from other sources as facilitated by the City (Austin County, Austin County Appraisal District, etc.).
2. Confirm the current Sealy city limits and extraterritorial jurisdiction (ETJ) boundaries to be used for the inventory.
3. Seek initial assistance from City/EDC representatives on identifying, on a map, locations of recent development activity that might still appear as undeveloped on available aerial imagery. In coordination with EDC personnel, also take advantage of mapping and information on available undeveloped or partially developed sites via the EDC's Site Selection webpage (<https://sealyedc.com/realestate/>).
4. Complete a first pass of mapping obvious and mostly larger undeveloped properties using aerial imagery. Submit this preliminary mapping for review by City/EDC personnel for further verification and pinpointing of any recent development activity that would remove a property from the inventory. Also highlight areas where KKC personnel will conduct field work to spot check the inventory in difficult locations (e.g., scattered vacant lots in residential areas, small parcels or groups of parcels in nonresidential areas, parcels with land activity difficult to discern only from aerial views, etc.).
  - a. Large parcels with some indication of limited existing use or activity (e.g., a single homestead or one or a few structures on large acreage) will be further investigated, in coordination with City/EDC personnel, to determine if the small portion in use should be split out and the remainder of the parcel still classified as undeveloped. The balance of such parcels might reasonably be available for subdivision into smaller pieces and/or for more intensive future development. Otherwise, counting such large parcels as develop could skew the inventory results and acreage calculations.
5. Then continue with as much aerial-based inventory work as possible before shifting into field work in Sealy for fine-grain verification and mapping completion.
6. Prepare GIS mapping of the inventory results, then calculate the total acreage of all the undeveloped properties. Also highlight on the map and in a list the largest undeveloped properties of 25 acres or larger.

7. Submit a complete draft map for review by City/EDC personnel, along with a brief memorandum with the acreage detail from the inventory and documentation of the inventory process.

#### Final Deliverables

1. High-resolution PDF of the finalized inventory map, formatted for poster-size plotting.
2. Finalized memorandum on inventory results and process.
3. Packaged GIS files for the City's use, and Word and PDF files of the memorandum.

It should be noted that this inventory effort, and the Sealy mapping acquired and improved upon by KKC, will also benefit a potential zoning ordinance drafting process later, including the necessary creation of preliminary zoning district mapping for consideration and refinement.

#### **Task Cost**

The costs below include up to 6 hours of general coordination time between KKC and City/EDC personnel during the inventory effort. KKC Business Manager Kim Keast will bill two hours per month for project accounting and invoicing (\$75/hour).

#### Cost for Inventory only within City Limits (as the focus for potential zoning, applicable only in-city)

\$5,750 including all labor, direct expense and professional fee  
(assumes no more than 2 field work trips to Sealy with associated mileage expense)

#### Supplemental Cost if Inventory Extended to Entire ETJ

\$9,500 (assumes no more than 1 additional trip and associated mileage beyond the 2 trips above)

Alternatively, a defined distance around the city limits could be identified for the supplemental inventory work if undeveloped land throughout the entire ETJ is beyond the intent of this inventory.

#### Map Plots

Any poster-size map plots requested from KKC will be billed at:

\$50 for a 30" x 40" sheet

\$40 for a 24" x 36" sheet

#### Additional In-Person Meetings

Requested attendance at any in-person meetings in Sealy, beyond times that KKC personnel are already in Sealy for this work as indicated in this cost proposal, will be billed at standard hourly rates (\$175 Gary Mitchell, \$153 Jennifer Mak, \$135 Janis Burall) plus mileage expense at the current IRS rate (\$0.725/mile).

#### **Anticipated Timeline**

Upon receiving authorization to proceed, KKC will complete the inventory process and submit a finalized map in time for an anticipated zoning exploration workshop with Sealy City Council either in late May or June.

KKC will coordinate with City/EDC personnel to meet this timeline. This will require steady progress on the task described above; timely receipt of necessary data and information and other input; and prompt review and feedback on KKC's interim and final work products.

**Assumptions and Questions**

- **City/EDC Support.** KKC will rely on City/EDC personnel to streamline the inventory process by helping confirm certain properties in question as developed, partially developed or undeveloped, to lessen the amount of field verification time by KKC personnel. This could especially involve the potential “parcel split” properties, where verification of one or more existing structures on a property might be needed (e.g., are they actively in residential, commercial or other use or are they vacant or abandoned such that the entire property should be counted as undeveloped?).
- **Consolidated Review and Revision.** Whenever KKC submits draft deliverables, it will be the responsibility of the City/EDC’s project director to coordinate, compile and forward to KKC in a consolidated manner all review comments on and requested/suggested revisions to such deliverables. The proposed cost assumes original drafting of each deliverable and one consolidated revision round upon receipt of compiled comments from the City/EDC’s project director.
- **QUESTION:** Does the City or EDC have access to more recent, enhanced or proprietary aerial imagery (such as through the Houston-Galveston Area Council) relative to readily available sources (e.g., Google Maps/Earth)?

**Assigned Personnel**

KKC Senior Associate Janis Burall will lead the day-to-day inventory and mapping work, with support from Senior Architect and Urban Designer Jennifer Mak, and all overseen by COO Gary Mitchell.

**Additional or Continuing Services**

During the course of or at the conclusion of the task work, the City and/or EDC may deem it necessary to engage KKC personnel in additional work efforts not anticipated at initiation of the work currently outlined. Any such additional services shall be specifically authorized by the City and/or EDC based on further written description of the specified task(s) and the corresponding increase in the compensation amount — and, if necessary, the time of performance — for the original task work.

If acceptable as outlined above, this work may be authorized by selecting the preferred level of effort below, providing the necessary approval signature and returning one signed original for our files.

**APPROVAL OF PROPOSED WORK AND COST**

- Inventory within City Limits (\$5,750)
- Inventory within City Limits plus entire ETJ (\$9,500)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date Signed

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**ITEM NO: 10 Discussion and possible authorization to acquire shade structures for placement in Jacqueline A. Cryan Park**



**SEALY EDC BOARD AGENDA ITEM NO:** Review and consider possible action regarding the preliminary Cryan Park shade structures and equipment plan and a joint recommendation to City Council.

**MEETING DATE:** May 26, 2026

## STAFF REPORT

### DESCRIPTION

As improvements to Jacquelin A. Cryan Park improvements near completion, the next phase includes design and placement of shade structures and benches in the area around the newly shaped pond and identified in the FY 2025-2026 Budget is \$25,000.

Utilizing the cooperative purchasing Buy Board, Sealy Economic Development enlisted BJ's Park & Recreation Products for turnkey services that begins with site design, pre-engineered equipment recommendations to placement. BJ's Park & Recreation Products has submitted a preliminary layout identifying proposed removals, relocated amenities, new slabs, replacement benches, cantilever shade structures, and an 8x8 cantilever umbrella based on the existing park conditions and surroundings. Staff wants to update you on the status of the process and discuss next steps toward choosing the design and recommendation for layout for the new equipment.

### ANALYSIS

Tonight we will be reviewing a plan developed by Kevin Hanes of BJ's Park & Recreation Products. The plan is preliminary and subject to civil completion, a new 811 locate, and final field verification. It identifies removals during civil demolition, relocated amenities, new slabs or relocated items to be handled by the civil contractor, replacement benches, pre-engineered 8x12 and 12x12 cantilever shade structures, and an 8x8 cantilever umbrella.

Key items for Board assessment of the proposed plan and providing direction includes the final placement of the bench and picnic table near the road; whether to repair damaged benches, replace them with similar powder-coated benches, and begin standardizing future park furniture around a new product line including the preferred shade structure type, color, and visual consistency. This item is intended to provide a status update to ensure the preliminary design is acceptable and layout next steps. We believe final design and pricing will be completed in the next few weeks so the contractor will have costs to present in June.

In working with the City Manager, it is proposed next steps the final professional recommendation for location, shade coverage, footing requirements, durability, wind-load suitability, maintenance, pricing, and alternates be presented to a joint meeting of the SEDC and Parks Board. We could schedule the joint meeting for the boards to review and collaborate on design options, placement, costs and schedule provided by the contractor for this phase of the park's improvements. In addition, to this project, the two boards could also discuss other potential park projects or efforts in the coming future years.

### FINANCIAL IMPACT

The EDC budgeted \$25,000 for this line item in the FY 2025-2026 Budget with the intention of incrementally budgeting for these improvements over several budget cycles. Cost will depend on the final quantity and type of shade structures, bench repair versus replacement decisions, slab and footing work, and coordination with the civil contractor. BJ's should provide pricing and alternates in early June.

## RECOMMENDATION

Staff recommends that the SEDC and Parks Board review the preliminary Cryan Park shade structures, equipment plan and further discuss next steps including additional information from Mr. Hanes and potentially holding a joint meeting with the Sealy Parks Board to develop a recommendation to City Council.

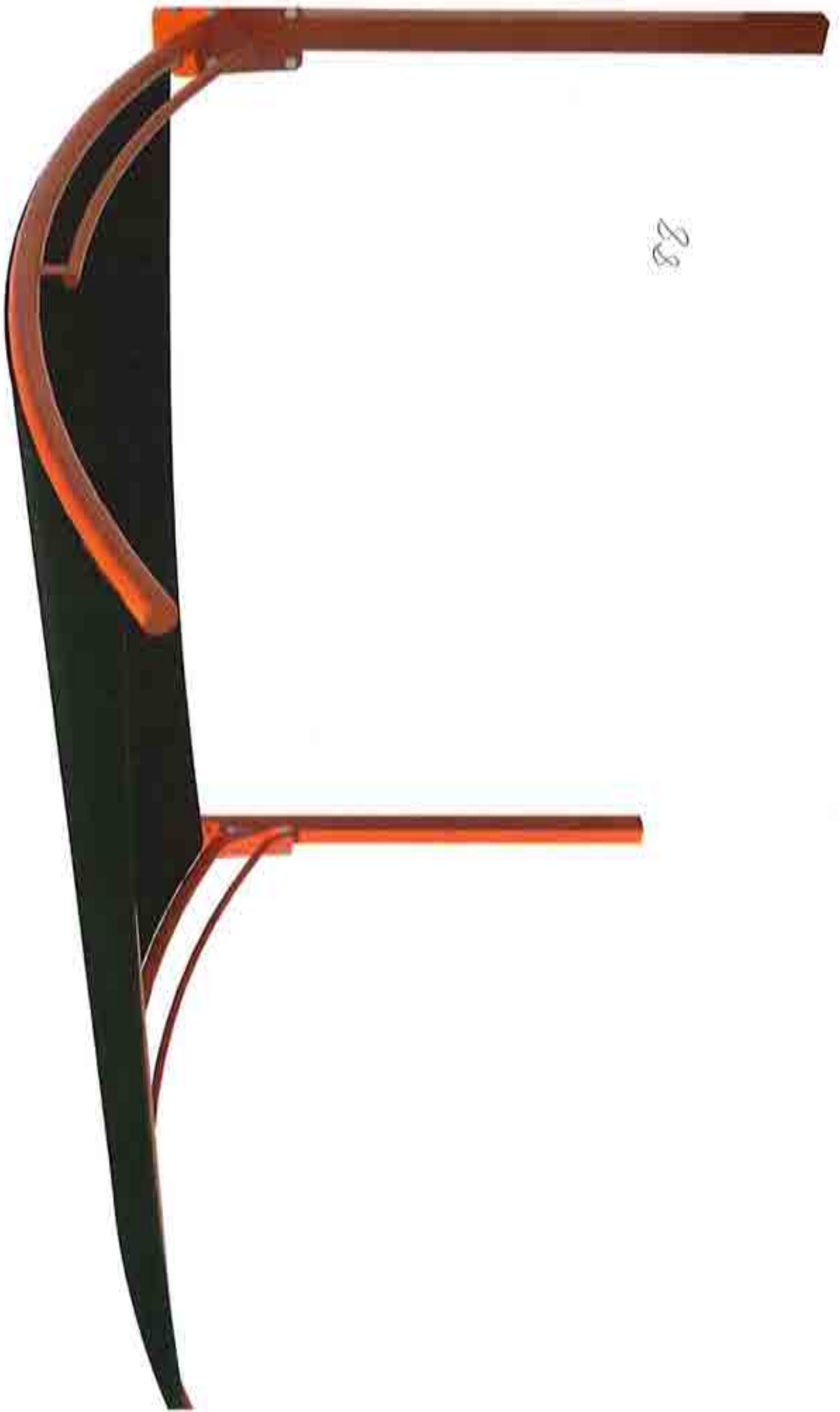
- Note: Shaded area is existing site plan.*
1. Remove existing bench & add new bench with 12 Castliver Slab.
  2. Add new bench with 12 Castliver Slab.
  3. Remove existing bench with 12 Castliver Slab.
  4. New 2' x 4' slab, new 4' bench with 4 1/2 Castliver Slab.
  5. New 2' x 4' slab, new 4' bench with 4 1/2 Castliver Slab.
  6. New 2' x 4' Castliver Slab.



<p><b>PROJECT:</b> Cryon Park</p>					
<p><b>LOCATION:</b> Nealy, TX</p>					
<p><b>TITLE:</b> Site Plan</p>					
<b>DATE:</b> 8/1/06	<b>SCALE:</b> NTS	<b>SHEET:</b> 1	<b>REV:</b>		
<p><b>APPROVAL:</b></p>					
<p>_____ SIGNATURE</p>					
<p>_____ PRINTED</p>					
<p>_____ DATE</p>					



401 BRER LANE  
MAGNOLIA, TX 77354  
800-372-6119  
www.bjpark.com

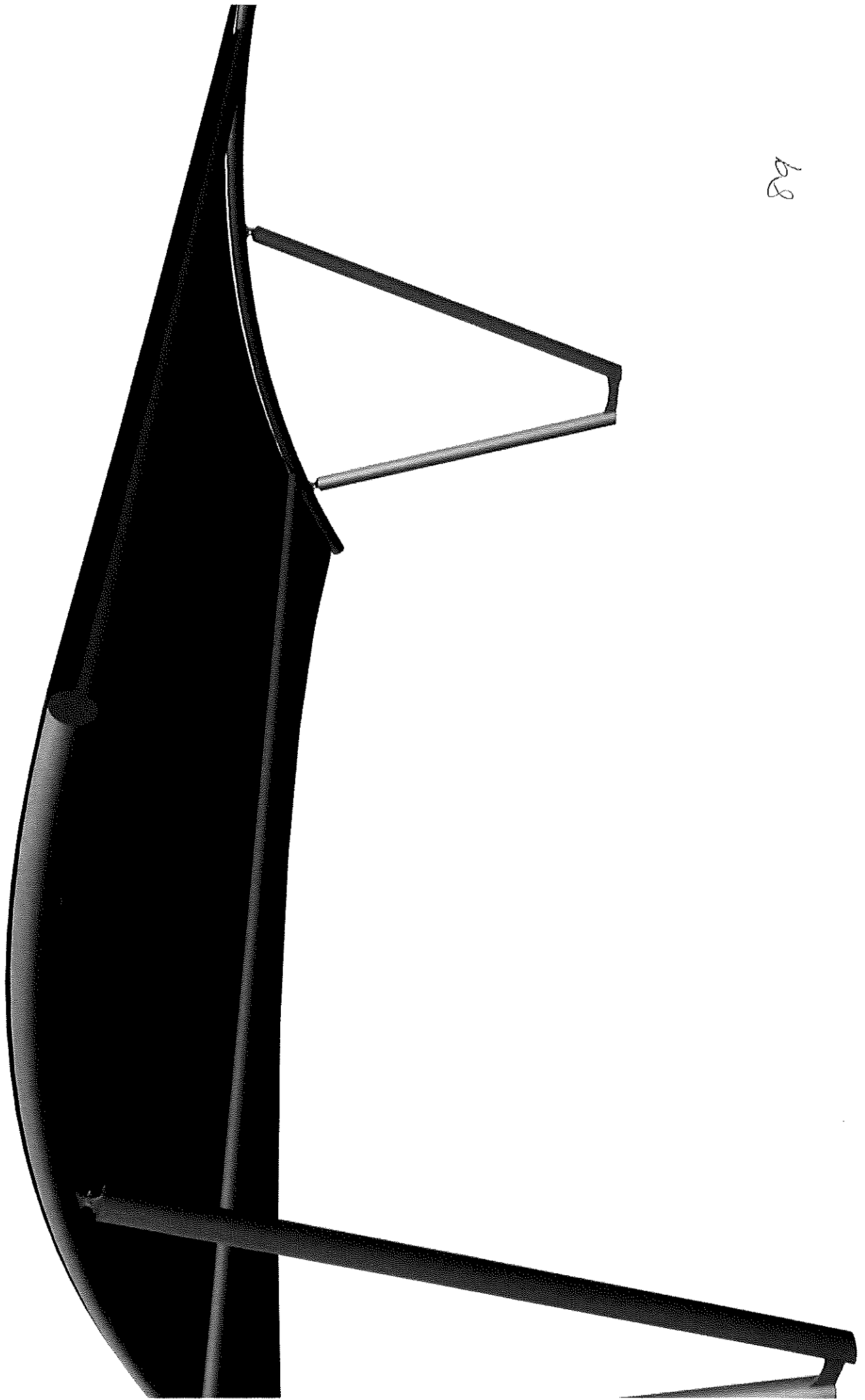


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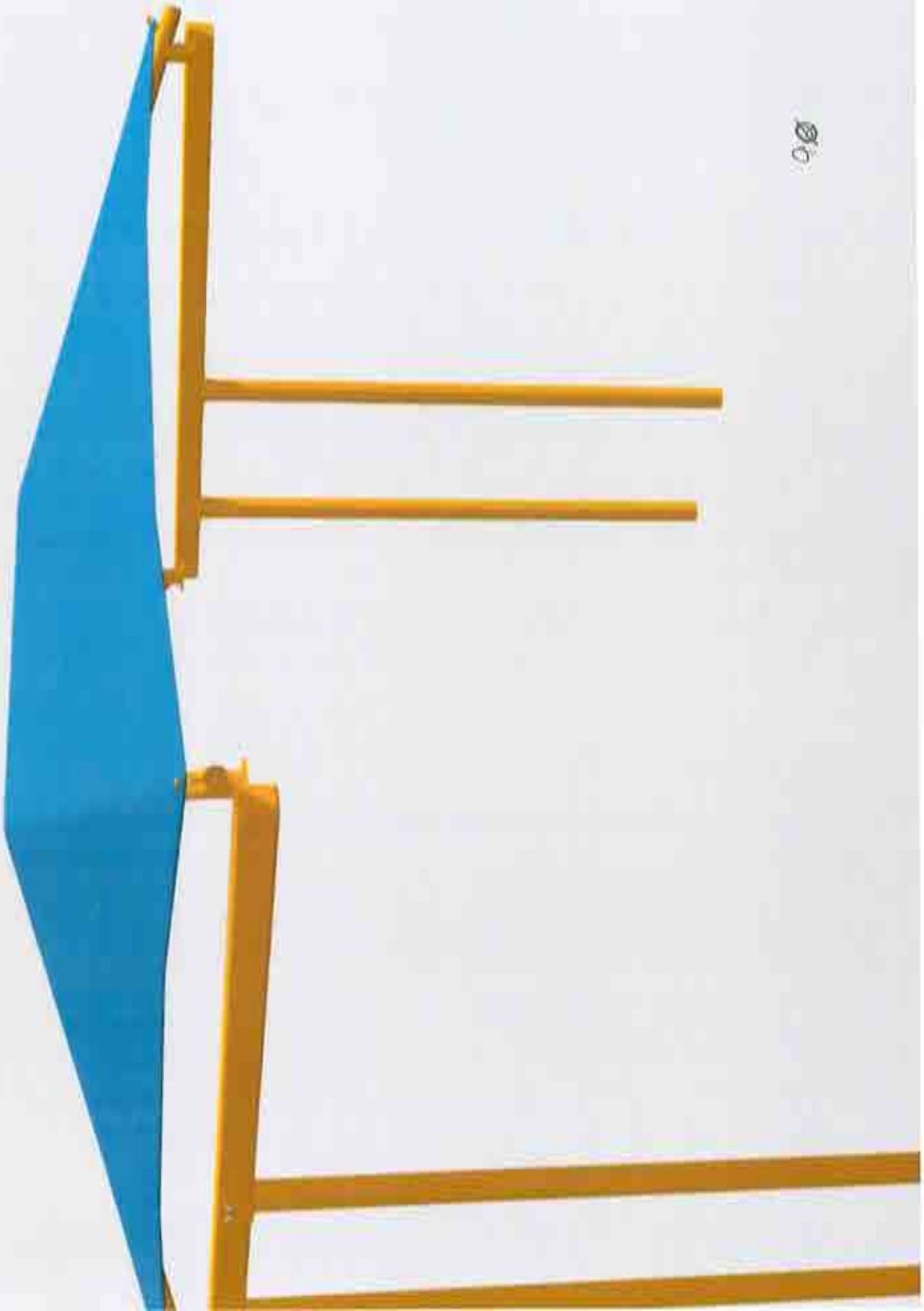
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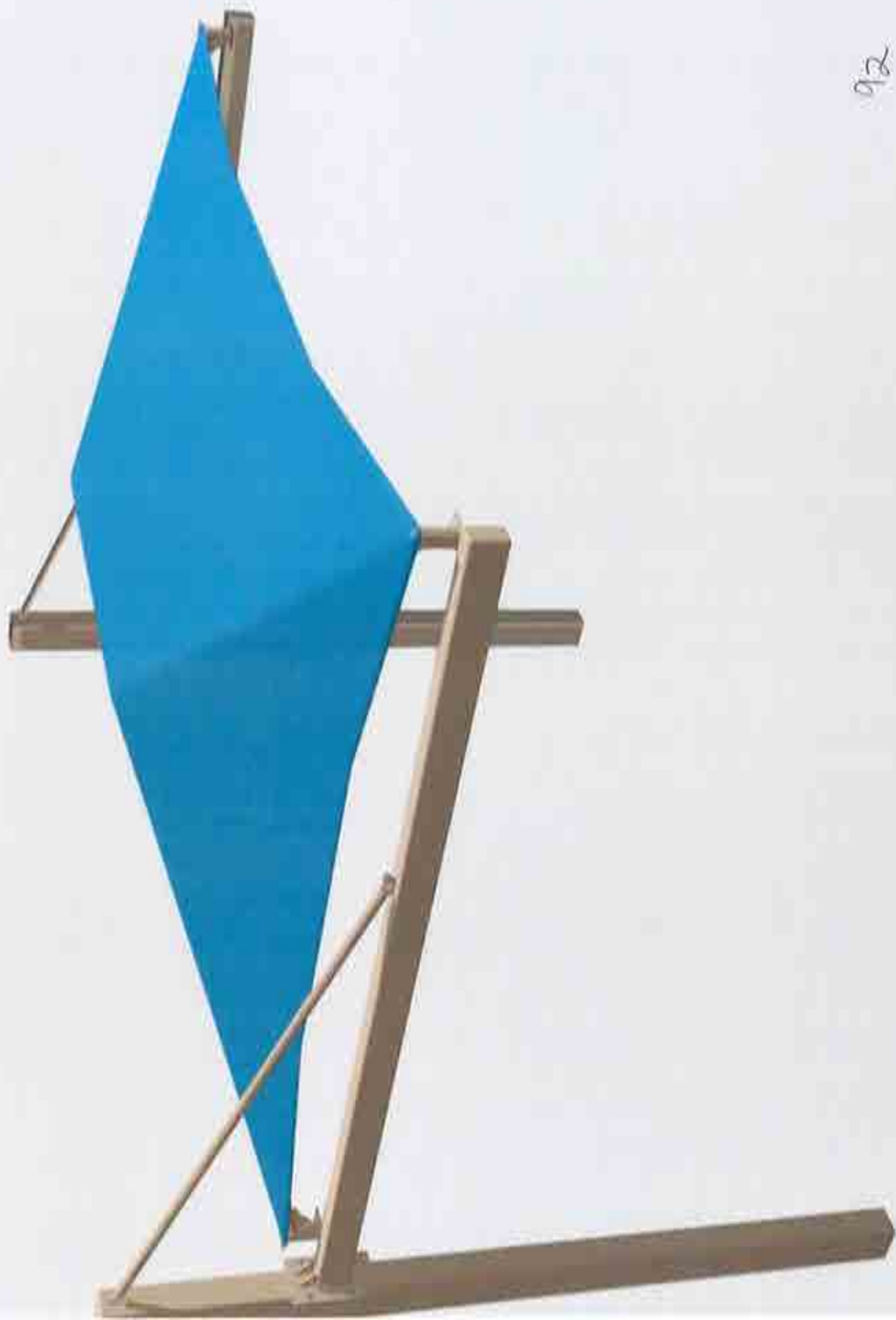
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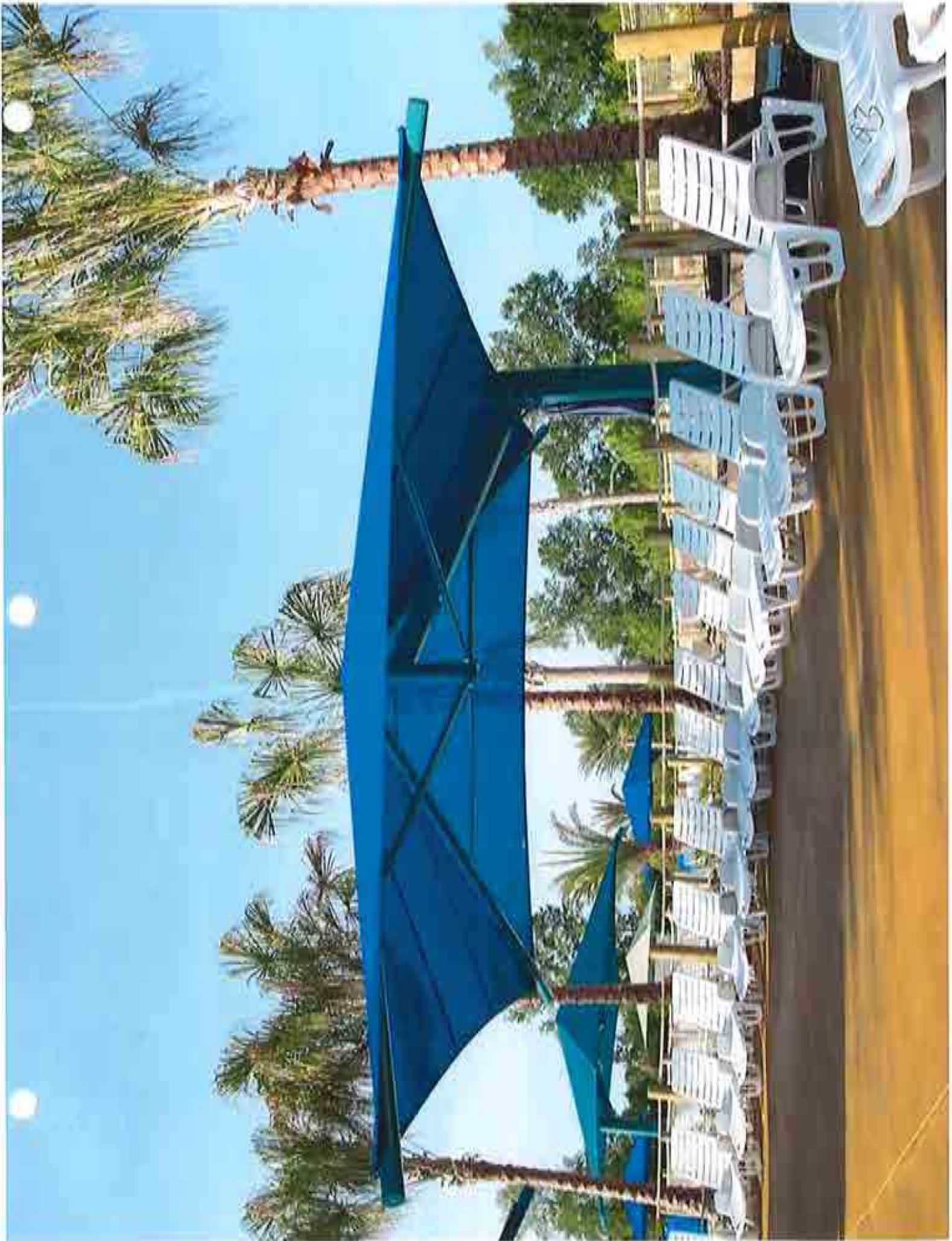
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## Cryan Park Preliminary Site Plan Supporting Description

The Cryan Park Preliminary Site Plan outlines targeted improvements to enhance visitor comfort, expand shaded seating, and improve the overall usability of the park. The proposed upgrades are designed to complement the existing park layout while supporting recreation, family activities, community gatherings, and general public use.

The plan focuses on adding shade, improving seating options, creating more comfortable rest areas, and coordinating select demolition and relocation work as part of the overall park enhancement effort.

### Project Purpose and Public Benefit

Visitor Comfort	Park Functionality
Adds shaded areas for relief from sun exposure	Improves the distribution of seating throughout the park
Creates more comfortable places for families and spectators	Supports longer and more enjoyable park visits
Enhances rest areas near activity and circulation areas	Provides better use of existing public park space
Improves the overall visitor experience	Strengthens Cryan Park as a community recreation destination

### Proposed Site Improvements

Symbol	Improvement Description
①	Remove an existing bench and install a new bench with an <b>8-foot by 12-foot cantilever shade structure</b>
②	Relocate the existing bench marked "R" and add a new bench with an <b>8-foot by 12-foot cantilever shade structure</b>
③	Add an <b>8-foot by 12-foot cantilever shade structure</b> over an existing bench
④	Install a new <b>8-foot by 8-foot concrete slab</b> , new <b>6-foot backless bench</b> , and <b>8-foot by 8-foot cantilever umbrella</b>
⑤	Install a new <b>5-foot by 10-foot concrete slab</b> , new <b>6-foot bench with back</b> , and <b>8-foot by 12-foot cantilever shade structure</b>
⑥	Install a new <b>12-foot by 12-foot cantilever shade structure</b> in selected park areas

## Amenity Improvements

Seating Improvements	Shade and Site Improvements
New benches in selected locations	New cantilever shade structures
Relocated existing bench infrastructure where appropriate	New shaded seating areas
New 6-foot benches with backs	New 8-foot by 12-foot cantilever shade structures
New 6-foot backless benches	New 12-foot by 12-foot cantilever shade structures
Improved seating placement throughout the park	New 8-foot by 8-foot cantilever umbrella
Reuse of existing benches where practical	New concrete slab areas to support seating and shade installations

## Construction and Coordination Notes

Plan Marking	Description
Red markings	Items proposed to be removed during civil demolition
Blue markings	New slabs and relocated items to be completed by the civil contractor
“R” symbol	Existing bench proposed for relocation
①–⑥ symbols	Numbered amenity improvements corresponding to the site plan legend

## Overall Project Support

The Cryan Park Preliminary Site Plan represents a practical investment in public park infrastructure. By improving shade, seating, and amenity placement, the project will create a more comfortable, accessible, and functional public space for residents and visitors.

These improvements will support daily recreation, family activities, community use, and public enjoyment while preserving the existing character of Cryan Park. The proposed layout reflects a thoughtful approach to enhancing the park as a safe, inviting, and better-equipped public space within the City of Sealy.

# Strategic Planning

## Item 11



**SEALY EDC BOARD AGENDA ITEM NO: 11** Discussion and possible action regarding the Strategic Plan review and update for FY 2026-2027, including analysis of Board Member priority submittals and direction on collective priorities for implementation.

**MEETING DATE:** May 26, 2026

## STAFF REPORT

### DESCRIPTION

The Sealy Economic Development Corporation Board of Directors has continued its strategic planning review process by requesting Board Member feedback on proposed strategic priorities.

The Board has been working through the Strategic Plan update for FY 2026-2027. As part of that work, Board Members were asked to review the listed priorities, add any new items, and rank only five priorities for staff to compile. Staff received six priority forms.

### ANALYSIS

Staff used a weighted scoring method to identify collective Board priorities. Each submitted ranking was converted to points as follows: Each submitted ranking was converted to points as follows: **Rank 1 = 5 points, Rank 2 = 4 points, Rank 3 = 3 points, Rank 4 = 2 points, and Rank 5 = 1 point.** Unranked priorities received no points.

Rank	Priority	Points	Board Support	Support Percent	Consensus Level	Ranking Details
1	Acquire and develop additional parkland for community use	19	5 of 6	83%	Strong	Brooks: Rank 2; Bilski: Rank 1; Sullivan: Rank 1; Nowotny: Rank 2; Hogue: Rank 5
2	Enhance and streamline grants and incentives programs and policies	14	4 of 6	67%	Broad Support	Sullivan: Rank 5; Nowotny: Rank 1; Schiller: Rank 2; Hogue: Rank 2
3	Expand and promote Sports Tourism opportunities	10	4 of 6	67%	Broad Support	Brooks: Rank 3; Bilski: Rank 4; Nowotny: Rank 4; Schiller: Rank 3
4	Attract family-focused entertainment destinations	10	3 of 6	50%	Moderate Support	Bilski: Rank 3; Sullivan: Rank 2; Nowotny: Rank 3
5	Establish policy for use of EDC reserve funds	7	3 of 6	50%	Moderate Support	Brooks: Rank 5; Nowotny: Rank 5; Schiller: Rank 1

### Additional Ranked Priorities

Rank	Priority	Points	Board Support	Support %	Consensus Level	Ranking Details
6	Develop a community Dog Park	5	2 of 6	33%	Limited	Sullivan: Rank 3; Hogue: Rank 4
7	Develop a Balanced Housing Master Plan	5	1 of 6	17%	Individual	Brooks: Rank 1
8	Live Oak Tree Planting Initiative	5	1 of 6	17%	Individual	Hogue: Rank 1
9	Develop a Pocket Park with stage, seating, and shade	4	1 of 6	17%	Individual	Bilski: Rank 2
10	Develop and implement a city-wide Public Art Program	3	1 of 6	17%	Individual	Hogue: Rank 3
11	Launch a new small-scale Sealy event to grow, such as sports, interest, food and wine	2	1 of 6	17%	Individual	Sullivan: Rank 4
12	Acquire/redevelop a Downtown building for EDC/CVB office use	2	1 of 6	17%	Individual	Brooks: Rank 4
13	Establish a Manufacturing and Industry Support Association	2	1 of 6	17%	Individual	Schiller: Rank 4
14	Research grants and EDC funding for LED lights for Sealy Little League	1	1 of 6	17%	Individual	Bilski: Rank 5

Priorities are ordered by total points from highest to lowest. Where point totals are tied, Board Support is used as a secondary reference to indicate broader collective support.

#### FINANCIAL IMPACT

There is no immediate financial impact associated with accepting the Board priority analysis or directing staff to incorporate the collective priorities into the Strategic Plan.

Future financial impacts will depend on Board direction, project scope, available EDC funds, City coordination, grant opportunities, land acquisition costs, professional service needs, and whether any project is included in the adopted budget or future capital planning. Staff recommends that project cost estimates, funding sources, partnership opportunities, and implementation timelines be developed before any project-specific funding authorization is considered.

#### RECOMMENDATION

For tonight, staff recommends the board discuss the new priorities identified in these findings and others that may not be included here that have come to the forefront just in the past year. These items include such things as Zoning Exploration being brought forward, discussions tonight about parks projects and collaboration with the Parks Board and data centers and Battery Energy Storage Systems (BESS).

# Current

Approved by the Sealy EDC on September 23, 2025 & the Sealy City Council October 21, 2025

# SEDC Strategic Plan at a Glance



**Vision**  
The Sealy Economic Development Corporation will strive to encourage business growth, to create and retain employment opportunities and to improve the quality of life in Sealy.

**Mission**  
The Sealy Economic Development Corporation is dedicated to providing prosperity and quality of life to the citizens of Sealy.

**Targets**  
The Sealy EDC will focus on improving city amenities, balancing retail with primary employment opportunities, and expand tourism opportunities & public communications.

## 2026 Focus Areas

**1** Provide Quality Infrastructure

**2** Support Existing Business/ Redevelopment and New Business

**3** Create Effective Marketing and Communications

**4** Enhance Amenities for Citizens and Tourism

## Sealy EDC Budgeted Projects Fiscal Year 2025-2026

→	Cryan Park Pond & Path Lighting, Shade Structures, Eng.	\$750,000	→	Commercial Industrial	Ongoing
→	Hill Center Building Improvement	\$105,000	→	Physical Infrastructure	Ongoing
→	Fill Sealy Mall	Retail Coach	→	Industrial Business Park	Ongoing
→	Creation of a Business Retention/Expansion Program	Program	→	Expand Healthcare	Ongoing
→	Liedertafel Hall Improvements	\$87,850	<b>EDC Partnering with City</b>		
→	Focus on Tourism	Ongoing	→	Wayfinding Signage (partner with city) on design of the program	\$61,000 HOT Funds
→	Focus on Downtown	\$450,000	<b>Total Funding \$1,453,850</b>		

# Current



## Projects for Fiscal Year 2026-2027

→ Commercial/Industrial Recruiting	→ Develop Programming for Business Attraction, Retention and Expansion	→ Commercial/Industrial Recruiting	→ Physical Infrastructure
→ Industrial Business Park	→ Expand Parking at Peschel and Lux Road	→ Industrial Business Park	→ Fill Outlet Mall
→ Expand Healthcare	→ Work with City to Start a Zoning Initiative	→ Work with City to Start a Zoning Initiative	→ Expand Healthcare
→ Physical Infrastructure	→ Enhance City Entrances and Signs	→ Partner with City on new Comprehensive Plan	→ Expand Parking in Recreational Areas
→ Focus on Downtown	→ Restaurant Incentive Program	→ Pursue Grants when Possible	→ Work with TxDOT to Clean Up State Right-of-Ways
→ Ongoing filling of Sealy Mall	→ Enhance Relationships with organizations related to downtown	→ Partner with City on new Master Plan for Sealy Parks	→ Recruit Quality Hotels

→ Items added in 2025

## Ongoing Operational Goals and Strategies

- Coordination and Information Sharing
- Retail Marketing Recruitment
- Enhance Tourism
- Identify Growth Potential
- Update SEDC Website and Multi Media
- Business Attraction through Incentives

**DRAFT**

## Strategic Plan Priorities for Fiscal Year 2026-2027



### Projects for Fiscal Year 2026-2027

- **Focus on Downtown Plan**
  - Enhance Relationships with Organizations Downtown
- **Continue Zoning Exploration**
  - Exploration & Education
  - Potential Steps for Zoning
  - Potential Steps with no Zoning
- **Liedertafel Hall Improvements**
- **Hill Center Building Improvement**
- **BRE Development and Activation**
  - Initiate with Program Introduction
  - Create a Business Directory
  - Partnership Development
- **Review Incentive Structures**
  - Retail & Restaurant
  - Manufacturing
  - Revolving Loan Fund
  - HD&BIG
  - Tax Abatement Policy Review 2027
- **KSB Initiatives**
  - Research Clean Up of State Right-of-Ways
  - Moved up a year

### Ongoing Operational Goals and Strategies

- **Retail Marketing Recruitment Filling Sealy Mall**
- **Wayfinding Sign Program**
- **Tourism Partnership Development**
- **Keep Sealy Beautiful**
- **Pursue Grants when Possible**



# DRAFT Strategic Plan Priorities for Fiscal Year 2027-2028

## Projects for Fiscal Year 2027-2028

- Expand Healthcare
- Recruit Quality Hotels
  - HOT Funds / EDC
- Enhance Gateways with Wayfinding Program
- Identify Growth Potential
  - May be too broad of a goal
- Execution of Downtown Plan
  - Operationalize Business Attraction, Retention, and Expansion
    - Should be operationalized during this FY
- Contingent on Zoning Exploration
  - Future Recruitment Strategy
  - Commercial Industrial
  - Physical Infrastructure
  - Industrial Business Park
  - Partner with City on new Comprehensive Plan
  - Partner with City on new Master Plan for Sealy Parks
  - Mapping based on future growth



## Strategic Plan Priorities for Fiscal Year 2028-2029

### Projects for Fiscal Year 2028-2029

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**DRAFT**

### Ongoing Operational Goals and Strategies

- Retail Marketing Recruitment  
~~Filling Sealy Mall~~
- Wayfinding Sign Program
- Tourism  
Partnership Development
- Keep Sealy Beautiful
- Pursue Grants when Possible

Sealy EDC Budget Planning  
Discussion During Meeting  
Item 12

Keep Sealy Beautiful(KTB)

Affiliate Business

Item 16



**SEALY EDC BOARD AGENDA ITEM NO: 16** Sealy Keep Texas Beautiful (KTB) Affiliate Business Officers, Bylaws, Organizational Structure, Name & Mission, Budget, Strategic Plan, Potential Partners, and Tree Planting

**MEETING DATE:** May 26, 2026

## STAFF REPORT

### DESCRIPTION

Staff has prepared the following items for the Board's review, discussion, and approval as Sealy continues the process of advancing its Keep Texas Beautiful (KTB) Affiliate status to "Official." These items include the appointment of officers for the KTB Affiliate Board of Directors, bylaws, organizational structure, program name, mission and vision statements, budget, strategic plan, potential partners, and the proposed tree planting project.

### ANALYSIS

**Officers:** The EDC Attorney and staff recommend maintaining the officer positions consistent with the current EDC Board of Directors: President, Sterling Schiller; Vice President, Jennifer Sullivan; Treasurer, Jennifer Sullivan; and Secretary, Katherine Ellis.

**Keep Texas Beautiful Affiliate Bylaws:** The proposed bylaws were drafted to reflect Sealy's local structure and to allow the EDC Board to serve as the KTB Affiliate Board. The City of Hutchins, Texas, provided bylaws as a reference because of its comparable community size. The Sealy EDC Attorney will still need to review the proposed bylaws.

**Organizational Structure:** The proposed organizational structure is outlined in the bylaws and in the meeting packet. The structure will closely align with the current EDC structure and will begin with the City Council, the newly appointed KTB Affiliate Board of Directors (EDC Board), and two staff members. Over time, the program is intended to evolve into a broader, community-driven initiative.

**Program Name:** The program name is to be determined and approved by the KTB Affiliate Board of Directors. Staff strongly recommends "Keep Sealy Beautiful," which aligns with the naming used by similar programs in other Texas communities and complements the Keep Texas Beautiful and Keep America Beautiful brands.

**Proposed Mission and Vision:** Staff recommends that the Board discuss and approve the mission and vision statements that best reflect Sealy, Texas. Staff recommends that the Board discuss and approve the mission and vision statements that best suit Sealy and the goals of the Affiliate program.

**Budget:** The proposed Keep Texas Beautiful Affiliate budget for the remainder of fiscal year 2025-2026 covers approximately four months of planning, administration, and initial project activity. As a start-up program, the budget focuses on essential administrative needs, affiliate requirements, public outreach, project support, and shared resources.

The attached draft budget identifies one confirmed income source at this stage: \$27,736.92 in grant funding from the Sealy EDC. Additional potential revenue categories, including sponsorships and donations, are included but have not yet been assigned dollar amounts. This approach aligns the identified EDC grant funding with the proposed start-up expenditures while preserving flexibility to pursue private sponsorships, community donations, and future grant opportunities.

The draft budget includes required and ongoing expenses for the Keep Sealy Beautiful program, including the affiliation fee, one-time affiliate application, and KTB conference expenses. These required expenditures total \$610 and are

necessary to establish and maintain the program's relationship with Keep Texas Beautiful, support affiliate participation, provide education opportunities, and help ensure compliance with affiliate expectations.

The budget also includes shared administrative and operational support, such as office space, telephone, office supplies, insurance, copier and printing, and program start-up and administration. These items are presented as shared or in-kind support rather than entirely new stand-alone program costs. The draft budget also identifies \$17,000 in new optional expenditures for beautification projects, specifically tree planting and two park benches at the Shadow Lake Park, proposed from the EDC Community Grants line item.

**Strategic Plan:** The strategic plan for the KTB Affiliate is intended to remain a living document as the Board identifies and recommends projects, educational efforts, and activities for the program. Staff has included activities designed to keep the program sustainable, official, and in good standing. KTB currently requires a one-year plan.

**Community and Volunteer Organization Partners:** The list of proposed community and volunteer organization partners for the Sealy KTB Affiliate program is included in the packet. Staff has begun contacting potential partners and will also incorporate partnership discussions into Business Retention and Expansion (BRE) visits.

**Tree Planting Project:** The Scenic Texas Program donated approximately 29 trees to Sealy. Twelve trees have been provided to the construction contractor for the Cryan Park pond improvements to install once pond work is complete. KTB Affiliate funding is proposed to support planting and irrigation for approximately 17 additional trees, with potential locations including J.A. Cryan Memorial Park, Levine Park, Shadow Lake Park, City Hall, Joe Scranton Jr. Park, and Mark A. Chapman Park. The City has also requested that two benches be installed in connection with the placement of three trees at Shadow Lake Park. The estimated cost for the benches, including pads and installation, is \$2,000.

## FINANCIAL IMPACT

The total proposed budget for the KTB Affiliate for the remainder of fiscal year 2025-2026 is \$27,736.92. The budget will support the program's launch and its first proposed beautification project, including tree planting and bench installation in Sealy.

## RECOMMENDATION

Staff recommends that the Board review, discuss, and approve the Keep Sealy Beautiful business items as presented or with any changes directed by the Board.



## Organizational Structure for the Sealy KTB Affiliate Program

### **KTB Affiliate: Sealy Organizational Structure**

1. Governing Body: Sealy City Council

2. Sealy EDC Board of Directors serving under the City Council and as the KSB Board

The EDC Board serves as the governing body for the Keep Sealy Beautiful Program. The Board provides oversight, sets policy direction, approves major program priorities, and ensures the program aligns with the mission and goals of the Sealy Economic Development Corporation.

Primary responsibilities:

- Provide governance and strategic oversight
- Approve program goals, budgets, and major initiatives
- Ensure accountability and alignment with EDC priorities
- Support community beautification and improvement efforts

3. Executive Oversight

Executive Director

The Executive Director provides executive-level supervision of the Keep Sealy Beautiful Program. The Executive Director ensures the program is properly managed, aligned with Board direction, and supported through appropriate staffing, resources, and partnerships.

Reports to: EDC Board of Directors

Supervises: Deputy Executive Director

Primary responsibilities:

- Oversee program administration at the executive level
- Ensure Board directives are implemented
- Guide the Deputy Executive Director
- Monitor program performance and accountability
- Represent the program in high-level partnerships when needed

4. Program Lead

Deputy Executive Director

The Deputy Executive Director serves as the lead staff member for the Keep Sealy Beautiful Program and is responsible for day-to-day program coordination, implementation, and reporting.

Reports to: Executive Director

Program role: Lead staff for Keep Sealy Beautiful

Primary responsibilities:

- Manage day-to-day program operations following the program's strategic plan
- Coordinate beautification projects, cleanups, and initiatives

- Develop program plans, timelines, and recommendations
- Work with volunteers, community partners, businesses, and local organizations
- Prepare updates and reports for the Executive Director and EDC Board
- Track program goals, outcomes, participation, and project progress
- Support compliance with any applicable program requirements or affiliations

Potential Mission for Affiliate Program

To inspire and partner with the community to take actions to keep the city of Sealy clean, healthy, and beautiful, with sustainable projects.

Potential Vision for the Affiliate Program

To cultivate an informed, inclusive community united by consistent and sustainable green beautification practices in Sealy, Texas.

**Mission Statement**

The Keep Sealy Beautiful Program will enhance the quality of life in the city by inspiring and partnering with the community to take sustainable actions to keep Sealy consistently clean, healthy, and beautiful.

**Vision Statement**

The Keep Sealy Beautiful Program cultivates an informed, inclusive, and connected community united by local civic pride, ongoing beautification, and sustainable green practices that enhance the quality of life for all.

Bylaws Attached, May 26, 2026

**DRAFT – 05.19.26**

**Keep Sealy Beautiful Board Bylaws**

**A Program of the Sealy Economic Development Corporation**

**Serving as the Keep Texas Beautiful Affiliate Board for Sealy, Texas**

**Article I**

**Name, Purpose, and Relationship to the Sealy Economic Development Corporation**

**Section 1.01. Name**

The name of this program shall be Keep Sealy Beautiful, hereinafter referred to as the "Program."

The governing body responsible for oversight of the Program shall be the Sealy Economic Development Corporation Board of Directors, hereinafter referred to as the "SEDC Board" or the "Board."

For purposes of Keep Texas Beautiful affiliation, the SEDC Board shall also serve as the Keep Sealy Beautiful Board and the Keep Texas Beautiful Affiliate Board for Sealy, Texas.

**Section 1.02. Program Status**

Keep Sealy Beautiful shall operate as a program under the Sealy Economic Development Corporation, subject to the SEDC Articles of Incorporation, SEDC Bylaws, applicable provisions of Chapter 505 of the Texas Local Government Code, City of Sealy policies, applicable state law, and any requirements of Keep Texas Beautiful or Keep America Beautiful.

Nothing in these bylaws shall be interpreted to create a separate nonprofit corporation unless expressly authorized by the SEDC Board and approved by the City Council of the City of Sealy, Texas.

**Section 1.03. Purpose**

The purpose of Keep Sealy Beautiful is to preserve and enhance the natural environment, appearance, quality of life, and civic pride of the City of Sealy, Texas.

The Program may support and conduct community activities and programs involving:

1. Litter prevention;
2. Beautification;
3. Waste reduction and recycling;
4. Environmental stewardship and education;
5. Enhancing parks and public spaces;
6. Community improvement;
7. Volunteer engagement;

8. Public-private partnerships;
9. Seasonal cleanup and beautification activities;
10. Promotion of Keep Texas Beautiful and Keep America Beautiful program goals.

#### **Section 1.04. Economic Development and Community Improvement Purpose**

The Board recognizes that beautification, litter prevention, public appearance, environmental stewardship, and community pride support the City of Sealy's broader economic development goals by improving quality of life, encouraging tourism, supporting business retention and attraction, and strengthening community identity.

The Program shall be operated in a manner consistent with the lawful purposes and powers of the Sealy Economic Development Corporation.

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### **Article II**

#### **Board of Directors**

##### **Section 2.01. Board Authority**

The SEDC Board shall serve as the governing board for Keep Sealy Beautiful.

The Board shall provide oversight, establish policies, approve program priorities, review program performance, approve budgets and expenditures as applicable, support partnerships, and ensure alignment with the mission of Keep Sealy Beautiful, the Sealy Economic Development Corporation, the City of Sealy, and Keep Texas Beautiful affiliation requirements.

##### **Section 2.02. Number and Composition**

The Board shall consist of the seven (7) members of the Sealy Economic Development Corporation Board of Directors.

Because the SEDC Board serves as the Keep Sealy Beautiful Board, the number, qualifications, appointment process, tenure, removal, and vacancies of Board members shall follow the governing provisions of the SEDC Bylaws and applicable City Council appointment authority.

##### **Section 2.03. Appointment and Tenure**

The appointment and tenure of Board members serving in their Keep Sealy Beautiful capacity shall be the same as their tenure on the SEDC Board.

If a person ceases to serve as a member of the SEDC Board, that person shall also cease to serve as a member of the Keep Sealy Beautiful Board.

#### **Section 2.04. Removal**

Board members shall serve at the pleasure of the City Council of the City of Sealy, Texas, and may be removed in the manner provided by the SEDC Bylaws, City policy, and applicable law.

#### **Section 2.05. Student Members, Volunteers, and Community Participants**

The Board may appoint, invite, or recognize non-voting participants to support Keep Sealy Beautiful activities, including:

1. Student members;
2. Community volunteers;
3. Business representatives;
4. School representatives;
5. Civic organization representatives;
6. Nonprofit or faith-based organization representatives;
7. City staff representatives;
8. Partner agency representatives.

Student members may serve for a school-year term and may assist with youth engagement, school partnerships, recycling education, beautification events, outreach, and volunteer activities.

Non-voting participants may attend meetings, serve on committees, assist with projects, and provide recommendations but shall not vote on Board action.

#### **Section 2.06. Compensation**

Board members shall serve without compensation in their Keep Sealy Beautiful capacity.

Board members may be reimbursed for reasonable expenses incurred on behalf of the Program only as authorized by applicable SEDC policies, City policies, approved budgets, and applicable law.

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### **Article III**

#### **Officers**

##### **Section 3.01. Officers**

The officers of Keep Sealy Beautiful shall be the same officers serving the Sealy Economic Development Corporation Board unless the Board determines otherwise.

The officers shall include:

1. President
2. Vice President
3. Secretary
4. Treasurer

The Board may also designate a Historian or assign historian duties to a Board member, staff member, committee member, or volunteer.

### **Section 3.02. Election and Terms**

Officers shall be elected in accordance with the SEDC Bylaws.

Officers serving in their SEDC capacity shall also serve in the corresponding officer capacity for Keep Sealy Beautiful unless otherwise determined by the Board.

### **Section 3.03. President**

The President shall preside at meetings of the Board, provide leadership for the Program, support orderly conduct of meetings, and perform other duties assigned by the Board.

### **Section 3.04. Vice President or Vice Chair**

The Vice President shall act in the absence or inability of the President and shall perform other duties assigned by the Board.

### **Section 3.05. Secretary**

The Secretary shall ensure that notices, minutes, attendance records, votes, and official records are maintained in accordance with SEDC requirements, City requirements, and applicable law.

The Secretary may work with staff to keep minutes, maintain program records, and preserve Board documents.

### **Section 3.06. Treasurer**

The Treasurer shall provide financial oversight for Program funds, review financial reports, assist with budget preparation, and help ensure that Program funds are handled in accordance with SEDC policies, City policies, approved budgets, and applicable law.

### **Section 3.07. Historian**

If appointed, the Historian shall help maintain a record of Keep Sealy Beautiful projects, photographs, accomplishments, volunteer participation, community events, awards, and annual activities.

The Historian may assist staff with a digital scrapbook, annual report, social media content, press releases, event flyers, and public communications.

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## **Article IV**

### **Staff and Program Administration**

#### **Section 4.01. Staff Support**

The Program may be supported by staff assigned, employed, or contracted through the Sealy Economic Development Corporation or the City of Sealy, subject to applicable authority and budget approval.

For purposes of these bylaws, Program staff may include:

1. Executive Director; Executive Administration and Program Management
2. Deputy Executive Director, the Day-to-Day Program Coordinator

#### **Section 4.02. Executive Director**

The Executive Director shall be responsible for overall administration and management of the Program, subject to oversight by the Board and applicable SEDC and City policies.

The Executive Director's duties may include the oversight of:

1. Implementing Board-approved policies, programs, and plans;
2. Preparing agendas, reports, budgets, and recommendations for Board review;
3. Managing grants, sponsorships, donations, partnerships, and reporting requirements;
4. Supervising the Day-to-Day Program Coordinator;
5. Coordinating with the City of Sealy, Keep Texas Beautiful, Keep America Beautiful, and community partners;
6. Representing the Program in the community;
7. Supporting Board meetings, committees, and strategic planning;
8. Ensuring compliance with applicable policies, affiliation requirements, agreements, and legal requirements.

### **Section 4.03. Day-to-Day Program Coordinator**

The Deputy Executive Director shall be responsible for the above activities assigned by the Executive Director, as well as coordinating daily activities, volunteer efforts, events, communications, program logistics, and recordkeeping.

The Deputy Executive Director, Program Coordinator, shall report to the Executive Director.

The Program Coordinator's duties may include:

1. Coordinating beautification, cleanup, recycling, education, and outreach programs;
2. Organizing volunteers, supplies, schedules, and event logistics;
3. Maintaining program records, sign-in sheets, photographs, activity reports, and volunteer data;
4. Assisting with Keep Sealy Beautiful social media, newsletters, flyers, press releases, and public communications;
5. Supporting grant reporting, sponsorship documentation, and Keep Texas Beautiful reporting;
6. Communicating with community partners, schools, civic groups, businesses, and volunteers;
7. Assisting with annual activity summaries, recognition materials, and program archives;
8. Performing other duties assigned by the Executive Director.

### **Section 4.04. Staff Authority**

Staff may conduct routine business and make day-to-day operational decisions consistent with approved budgets, Board direction, SEDC policies, City policies, and applicable law.

Major decisions, including approval of the annual budget, significant expenditures, contracts, grants, employment decisions, formal policies, amendments to these bylaws, or changes to the Program purpose, shall remain subject to approval by the Board and, where required, the City Council.

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## **Article V**

### **Meetings**

#### **Section 5.01. Regular Meetings**

The Board may conduct Keep Sealy Beautiful business as a part of regular SEDC Board meetings or during separately noticed meetings of the Board.

The Board may also hold regular Keep Sealy Beautiful program meetings monthly, quarterly, or as otherwise determined by the Board based on program needs, affiliation requirements, and public meeting requirements.

#### **Section 5.02. Annual Program Review**

At least once each year, the Board shall review Keep Sealy Beautiful activities, accomplishments, program priorities, volunteer engagement, financial activity, affiliation requirements. This review may occur during the SEDC annual meeting or another properly noticed meeting.

#### **Section 5.03. Special Meetings**

Special meetings may be called in accordance with the SEDC Bylaws.

Special meetings for Keep Sealy Beautiful business may be called by the President or by two (2) directors, as authorized under the SEDC Bylaws.

#### **Section 5.04. Notice and Open Meetings**

Because the SEDC Board is a governmental body for purposes of Texas open government requirements, meetings at which Keep Sealy Beautiful Board business is discussed or acted upon shall be noticed, conducted, and recorded in accordance with the Texas Open Meetings Act. The meeting must be posted for at least three (3) business days before the scheduled date of the meeting.

#### **Section 5.05. Quorum**

A quorum shall consist of four Board members.

No official Board action may be taken unless a quorum is present.

#### **Section 5.06. Voting**

Each Board member shall have one (1) vote, and unless otherwise required by law, the SEDC Bylaws, City policy, or these bylaws, action of the Board shall require the affirmative vote of a majority of the Board members present and eligible to vote.

Staff members, student members, volunteers, and community participants shall not vote.

#### **Section 5.07. Minutes and Records**

The Board shall keep minutes and records of proceedings involving Keep Sealy Beautiful business, including attendance, votes, and actions taken.

Program records shall be maintained with SEDC records or City records, as applicable.

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## **Article VI**

### **Powers and Duties of the Board**

#### **Section 6.01. General Duties**

The Board shall support the purpose and mission of Keep Sealy Beautiful and may perform the following duties:

1. Encourage the reduction of litter in the City of Sealy.
2. Promote beautification and community improvement projects;
3. Support recycling, waste reduction, and environmental education;
4. Recommend or approve program priorities;
5. Evaluate the effectiveness of Program activities;
6. Recommend additional education, enforcement, outreach, or program alternatives when appropriate;
7. Conduct or support spring, summer, fall, and other seasonal community activities;
8. Monitor Program accomplishments using data collected under Keep Texas Beautiful, Keep America Beautiful, or similar program guidelines;
9. Promote public interest in improving the physical appearance and natural environment of the City;
10. Support volunteer engagement, civic pride, partnerships, and public recognition;
11. Carry out other tasks approved by the Board

#### **Section 6.02. Keep Texas Beautiful Affiliate Duties**

In its role as the Keep Texas Beautiful Affiliate Board for Sealy, Texas, the Board may:

1. Maintain good standing with Keep Texas Beautiful;
2. Approve or support required affiliate reports;
3. Track and document cleanup, beautification, recycling, education, and volunteer activities;
4. Encourage participation in Keep Texas Beautiful programs and awards;
5. Support local implementation of state and national beautification initiatives;
6. Promote public awareness of Keep Sealy Beautiful goals and accomplishments.

#### **Section 6.03. Limitations**

The Board shall not obligate the Sealy Economic Development Corporation, the City of Sealy, or Keep Sealy Beautiful to expenditures, contracts, grants, sponsorships, or legal commitments

except as authorized by the SEDC Bylaws, approved budgets, City policy, Board action, and applicable law.

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## **Article VII**

### **Committees and Subcommittees**

#### **Section 7.01. Committee Leadership**

Each committee or subcommittee shall be chaired by a Board member, staff member, or other person approved by the Board.

Committees shall report activities, recommendations, and progress to the Board or Executive Director as requested.

#### **Section 7.02. Committee Examples**

Committees may include, but are not limited to:

1. Beautification Committee;
2. Litter Prevention Committee;
3. Recycling and Waste Reduction Committee;
4. Education and Outreach Committee;
5. Fundraising and Sponsorship Committee;
6. Events and Volunteer Committee;
7. Youth and Schools Committee;
8. Communications and History Committee.

#### **Section 7.03. Committee Authority**

Committees are advisory and working bodies only.

No committee may bind the Board, the Sealy Economic Development Corporation, the City of Sealy, or Keep Sealy Beautiful unless specifically authorized by Board action and applicable policy.

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## **Article VIII**

### **Transactions, Funds, and Financial Administration**

### **Section 8.01. Financial Oversight**

Program funds, grants, sponsorships, donations, and expenditures shall be administered in accordance with SEDC financial policies, City financial policies, approved budgets, grant requirements, donor restrictions, and applicable law.

### **Section 8.02. Budget and Reporting**

The Board may approve an annual Keep Sealy Beautiful budget line item or include Keep Sealy Beautiful activities within the SEDC annual budget.

Staff shall operate within approved budget authority and shall provide financial updates to the Board as requested.

### **Section 8.03. Expenditures**

Expenditures shall be approved according to applicable SEDC and City purchasing policies.

The Board may authorize the Executive Director to approve routine expenses within budgeted limits.

The Deputy Executive Director and the Day-to-Day Program Coordinator may make purchases or incur expenses only as authorized by the Executive Director and consistent with approved policies and budgets.

### **Section 8.04. Contracts, Documents, and Agreements**

Contracts, documents, agreements, grants, sponsorships, and other obligations related to Keep Sealy Beautiful shall be reviewed, approved, and executed in accordance with the SEDC Bylaws, City policies, Board authorization, and applicable law.

### **Section 8.05. Depository and Treasury Services**

Program funds shall be deposited, maintained, and disbursed through accounts and depositories authorized for the Sealy Economic Development Corporation or City of Sealy, as applicable.

### **Section 8.06. Gifts, Grants, Sponsorships, and Donations**

The Board may accept gifts, grants, sponsorships, donations, in-kind contributions, and other support for the general or special purposes of Keep Sealy Beautiful, provided such support is consistent with the Program's mission and applicable legal, donor, grant, SEDC, and City requirements.

**Section 8.07. Prohibited Acts**

No Board member, officer, staff member, committee member, or volunteer shall:

1. Act in violation of these bylaws, SEDC Bylaws, City policies, or applicable law;
  2. Act with intent to harm the Program, SEDC, or City;
  3. Receive an improper personal benefit from Program activities;
  4. Use Program assets, funds, name, goodwill, or confidential information for unauthorized personal purposes;
  5. Disclose confidential information unless authorized or required by law.
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**Article IX**

**Books, Records, Reports, and Public Information**

**Section 9.01. Required Records**

The Program shall maintain accurate records of its activities, which may include:

1. Meeting notices, agendas, minutes, and attendance;
2. Board actions and votes;
3. Financial records and budgets;
4. Program reports;
5. Volunteer records;
6. Photographs and project documentation;
7. Grants, sponsorships, and donation records;
8. Keep Texas Beautiful and Keep America Beautiful reports;
9. Annual summaries and performance measures.

**Section 9.02. Public Records**

Records shall be maintained and made available in accordance with the Texas Public Information Act, SEDC Bylaws, City policies, and applicable law.

**Section 9.03. Annual Report**

The Board or staff may prepare an annual Keep Sealy Beautiful report summarizing activities, accomplishments, volunteer hours, cleanup results, beautification projects, education programs, recycling efforts, partnerships, financial activity, and goals for the next year.

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## **Article X**

### **Conflicts of Interest and Ethics**

#### **Section 10.01. Conflicts of Interest**

Board members, officers, staff, committee members, and volunteers shall act in the best interest of Keep Sealy Beautiful, the Sealy Economic Development Corporation, and the City of Sealy.

Any person with a potential conflict of interest regarding a matter before the Board or Program shall disclose the conflict.

A Board member with a conflict may be required to abstain from discussion or voting as required by law, SEDC policy, City policy, or Board direction.

#### **Section 10.02. Ethics and Conduct**

Board members, officers, staff, committee members, and volunteers shall conduct themselves in a professional manner that supports public trust, civic pride, transparency, and the mission of Keep Sealy Beautiful.

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## **Article XI**

### **Partnerships and Affiliations**

#### **Section 11.01. Partnerships**

Keep Sealy Beautiful may partner with public agencies, private businesses, schools, civic organizations, nonprofit organizations, neighborhood groups, volunteers, and community partners to further its mission.

#### **Section 11.02. Affiliations**

The Board may seek, maintain, or support affiliation, recognition, certification, or participation with Keep Texas Beautiful, Keep America Beautiful, and other environmental, beautification, recycling, or community improvement organizations.

#### **Section 11.03. City Coordination**

The Program may coordinate with City departments, City Council, City staff, public works, parks, code enforcement, communications, and other municipal functions as needed to carry out approved activities.

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## **Article XII**

### **Legal Construction, Insurance, and Indemnification**

#### **Section 12.01. Legal Construction**

These bylaws shall be construed in accordance with the laws of the State of Texas.

To the extent these bylaws conflict with the SEDC Articles of Incorporation, SEDC Bylaws, City policy, state law, or Keep Texas Beautiful affiliation requirements, the controlling legal or governing authority shall apply.

#### **Section 12.02. Severability**

If any provision of these bylaws is held to be invalid, illegal, or unenforceable, such invalidity shall not affect the remaining provisions, and the bylaws shall be construed as if the invalid provision had not been included.

#### **Section 12.03. Insurance and Indemnification**

Insurance and indemnification for Board members, officers, employees, and authorized representatives shall be governed by the SEDC Bylaws, City policies, applicable insurance coverage, and applicable law.

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## **Article XIII**

### **Amendments**

#### **Section 13.01. Amendments**

These bylaws may be altered, amended, or repealed by the Board, subject to approval by the City Council of the City of Sealy, Texas, as such approval is required under the SEDC Bylaws, City policy, or applicable law.

Written notice of any proposed amendment shall be provided to Board members before the meeting at which the amendment is considered.

**Section 13.02. Consistency with SEDC Bylaws**

Because the SEDC Board serves as the Keep Sealy Beautiful Board, amendments to these bylaws shall be consistent with the SEDC Bylaws unless otherwise approved by the required governing authority.

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**Article XIV**

**Dissolution or Termination of Program**

**Section 14.01. Dissolution or Termination**

If Keep Sealy Beautiful is dissolved, terminated, or discontinued as a program of the Sealy Economic Development Corporation, any remaining funds, property, records, or assets shall be handled in accordance with SEDC Bylaws, City policies, grant requirements, donor restrictions, applicable law, and any applicable Keep Texas Beautiful or Keep America Beautiful requirements.

No assets shall be distributed for private benefit.

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**Article XV**

**Effective Date and Adoption**

**Section 15.01. Effective Date**

These bylaws shall become effective upon approval by the Sealy Economic Development Corporation Board of Directors and, if required, approval by the City Council of the City of Sealy, Texas.

**Section 15.02. Adoption**

Adopted by the Sealy Economic Development Corporation Board of Directors, serving as the Keep Sealy Beautiful Board and Keep Texas Beautiful Affiliate Board for Sealy, Texas, on the \_\_\_ day of \_\_\_\_\_, 20.

Approved by the City Council of the City of Sealy, Texas, if required, on the \_\_\_ day of \_\_\_\_\_, 20.

President / Chair: \_\_\_\_\_

Vice President / Vice Chair: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Executive Director: \_\_\_\_\_

Date: \_\_\_\_\_

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## Facts About Sealy

Category	Sealy Fact
Community identity	Sealy is in Austin County in southeast Texas and is part of the Houston–The Woodlands–Sugar Land metropolitan area. It balances a rural atmosphere with access to major markets, ports, and the Katy/Houston energy corridor.
Location	Sealy is located at the intersection of Interstate 10 and State Highway 36, about 50 miles west of downtown Houston, 160 miles east of San Antonio, and 120 miles southeast of Austin.
Population	The U.S. Census Bureau estimates Sealy’s 2025 population at 7,937, up from 6,839 in the 2020 Census, a 16.2% increase from the 2020 estimates base.
Diversity	Census QuickFacts lists Sealy as 44.2% Hispanic or Latino, 45.5% White alone, 9.8% Black alone, and 27.8% two or more races.
Households	Sealy has about 2,548 households, with an average of 2.74 persons per household.
Parks and recreation	The City’s Parks & Recreation Department provides parks and facilities including walking trails, splash pads, basketball and pickleball courts, ball fields, playgrounds, and a disc golf course.
City parks	Sealy’s listed city parks include Mark A. Chapman Park, Abe & Irene Levine Family Park, Jacqueline A. Cryan Memorial Park, Joe Scranton Jr. Park, Mark Frederick Memorial Park, and Shadow Lake Park.
Waste and recycling services	Sealy residents receive weekly trash service and every-other-week recycling service through Texas Disposal Systems; recycling uses a 96-gallon cart with a tan lid.
Bulky waste	Bulky trash collection occurs on each resident’s last pickup day of the month, limited to three cubic yards per pickup; hazardous materials are not accepted.
History	Sealy developed as a rail and shipping center; a post office was established in 1880, and the community was named for George Sealy, a director of the Gulf, Colorado and Santa Fe Railway. People in the U.S. wanted to order those Haynes mattresses from Sealy. Hence, the later, Sealy Mattress.
Economic role	The City describes Sealy as a commercial center and “prime environment for economic development” because of its location and access to regional markets.
Mission alignment	Keep Texas Beautiful’s mission is to inspire and empower Texans to make communities clean and beautiful through community improvement, recycling, cleanups, and youth engagement. Sealy’s parks, recycling services, growth, and civic identity fit well with that mission.

### **Is Sealy currently considered clean or a city that needs major improvements for visitors’ impressions?**

**Grade:** Inconsistent, but Improving

Sealy is actively working on the right visitor-facing issues: downtown, parks, gateways, wayfinding, signage, public facilities, and tourism marketing. The SEDC Strategic Plan specifically lists 2026 focus areas of quality infrastructure, effective marketing and communications, and enhancing amenities for citizens and tourism. It also budgets or identifies projects for downtown, Cryan Park pond/path lighting/shade, Hill Center improvements, Liedertafel Hall improvements, and wayfinding signage in partnership with the City.

That said, the same plan shows that Sealy still has appearance-related needs ahead: enhance city entrances and signs, expand parking in recreational areas, partner with the City on parks planning, and work with TxDOT to clean up state rights-of-way. Those are exactly the kinds of things visitors notice when entering town, driving corridors, visiting parks, or attending events.

#### Strength's visitors may notice

Sealy has a strong base to build from. The strategic plan shows a clear focus on tourism, downtown, public communications, and amenities, which means the City/EDC is not treating appearance as cosmetic only; it is connected to economic development and visitor experience. The downtown/Historic District effort is also a strength. The 22S Fowlkes Street staff report describes the Historic District and Business Improvement Grant as a tool to enhance economic vitality, eliminate blight, address code violations, encourage reinvestment in older structures, improve visual appeal, and strengthen historic district character. That is directly tied to how clean, maintained, and inviting downtown appears to visitors.

#### Weak spots or risks for visitor perception

The biggest risk is that visitors may see inconsistent upkeep: some areas being improved while others still show deferred maintenance, outdated signage, vacant spaces, aging park equipment, or corridor/right-of-way issues. The parks report identified playground equipment at Chapman Park and Levine Park as aging or deteriorated, with Chapman Park's playground closed due to storm-related damage, and portions of Levine Park's equipment removed for safety concerns. Even if those issues are being addressed, parks in that condition can affect whether families perceive the city as well-maintained. The strategic plan's future item to work with TxDOT to clean up state rights-of-way suggests that corridor cleanliness is a known issue or opportunity. For visitors, highway and entrance corridors often form the first impression before they ever reach downtown or a park.

Sealy appears to visitors as a community with strong small-town character and active investment in downtown, tourism, parks, and public amenities. However, the visitor experience may still be uneven because city entrances, state rights-of-way, aging park assets, signage, vacant/underused properties, and some older downtown structures remain visible improvement areas. The City and SEDC already have many of the correct projects identified; the next step is to tie them together into a coordinated "clean and welcoming Sealy" appearance initiative.

Sealy is not starting from scratch; it has already identified appearance-related projects. The opportunity is to organize them into a measurable visitor-impression program.

I would rate Sealy as generally clean to moderately clean, but not consistently polished from a visitor-impression standpoint.

Sealy presents as a welcoming small town with strong community character and active beautification efforts, but the visitor experience is inconsistent. The City should continue beautification efforts and, in the near future, focus on corridors, entrances, rights-of-way, parks, signage, and older commercial properties to move from "generally clean" to "consistently attractive and destination-ready."

#### Budget Attached for 2026

# Draft of KTB Budget for 2026 Start-Up through September 2026

EDC Line Items	Income	Sealy EDC	Cost	Shared & In Kind	
Grants		\$ 27,736.92			
Sponsorships					
Donations					
<b>Expenditures</b>					
Program Start up & Administration		\$ 1,029.92	\$ 1,029.92	\$ 1,029.92	Funded and shared by the Sealy EDC Board ar
Office		\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	Shared with EDC
Telephone		\$ 132.00	\$ 132.00	\$ 132.00	Shared with EDC
Office Supplies		\$ 500.00	\$ 500.00	\$ 500.00	Shared with EDC
Insurance		\$ 250.00	\$ 250.00	\$ 250.00	Shared with EDC
Data Processing					Shared with EDC
KSB Educational Materials					Not during Provisional Year
Copier & Printing		\$ 315.00	\$ 315.00	\$ 315.00	Shared with the EDC
Events, Supplies, Sponsor Recognition					Shared with the City, EDC & KTB Grants
Professional Services					Not in the first Provisional Year
Website and Social Media		\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	Shared with Sealy EDC
Marketing and Outreach		\$ 500.00	\$ 500.00	\$ 500.00	Funded by the EDC
Downtown Beautification					Not for the first Provisional Year
Safety Items for events: Barricades, etc.					Shared with the City
Reporting					Funded by the EDC
Volunteer Recognition					Potential for the first Provisional Year
Beautification Projects: Tree planting, benches		\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	From EDC Line Item Community Grants
Branding Materials					Not for the first Provisional Year
Communication and Recognition Signage					Not for the first Provisional Year
Grant matching Funds					Not for the first Provisional Year
Affiliation Fee		\$ 200.00	\$ 200.00	\$ 200.00	Community Grants Line Item
One-time Affiliation application		\$ 200.00	\$ 200.00	\$ 200.00	Community Grants Line Item
KTB Conference		\$ 210.00	\$ 210.00	\$ 210.00	Community Grants Line Item
Travel		*	*	*	Not in the first Provisional Year
<b>Totals</b>			\$ 27,736.92	\$ 27,736.92	

\* New Required Expenditures from the KTB Program \$610  
 \* New Optional Expenditures \$17,000  
 \* On-going and KTB Required Expenditures

Disclosure: This is **not** an amendment to the EDC line item dollar amounts, but an amendment to the EDC FY'26 budget notes.

## Strategic Planning for Keep Texas Beautiful Affiliate Program, Sealy, Texas

City Council approved the Sealy EDC Board to serve as the KTB Board on May 19, 2026

The program works well with the Sealy EDC Strategic Plan, wayfinding, parks, city entrances, Tx DOT clean up state rights-of-way, beautification, and quality of life projects.

### 2026

- Complete the KTB provisional checklist to become an official affiliate
  - Determine organizational structure and board membership
  - Prepare a mission statement
  - Prepare bylaws
  - Organization Guidelines
  - Ordinance or Resolution for the organization
  - Get facts about Sealy
  - Develop a one-year strategic plan – include projects for the first year
  - Establish a Budget
  - Develop lists of community/volunteer organizations and media
- Become a mentee in the KTB mentorship program
- Build an inventory of Sealy's qualifying activities and significant clean-up areas for 2026-2027
- Sustainability of beautification: Inventory current public space maintenance, and study if the city has the bandwidth to take on additional projects (ask City Leadership and Parks Board for this, and their feedback)
- Complete the Cryan Park improvements project and funding for pond drainage, aquatic life resource, correct erosion, and path lighting
- Optional: Keep records to report KTB affiliate activities, photos, and submit a report to KTB by March 2027
- Attend the KTB Annual Conference in May 2026
- Optional: Sealy to Participate in the Fall Sweep with KTB
- Plant and irrigate 17 donated trees in the city from Scenic Texas
- Request a letter of support from city leadership and partners
- Prepare Social Media Posting and Ads for the KSB Program & build interest for the Optional Fall Sweep 2026 or the Great American Clean-Up 2027
- Introduction to community partnerships
  - Share with EDC partners and during BRE visits with businesses
  - Prepare Volunteer and Sponsor Partnerships and Information

### 2027

- Submit previous years' tasks & photos for KTB activities February-March 2027

- Funding and installation of ADA-compliant new playground equipment at the Levine Park and Mark A Chapman Park
- KTB to host City's large item collection in April 2026
- Host or participate in one of the following:
  - Great American Clean Up from March-May
  - Don't Mess with Texas Trash-Off: April
  - Fall Sweep: September-November
- Create an education program for litter and other potential KTB topics
- Sign up Sealy for the Scenic City Program - \$800
- Incorporate a TX DoT Right of Way clean-up
- Speak about the program during a Lunch & Learn with the Sealy EDC
- Complete a significant mural project for Downtown, located at 227 Main Street
- Partner with Austin County State Bank for the annual Shred Day
- For a Keep Texas Beautiful or visitor-readiness focus on five highly visible areas:
  1. Gateways and highway corridors — entrances, TxDOT rights-of-way, litter, mowing, signage, and landscaping.
  2. Downtown walkability and storefront appearance — façades, windows, alleys, lighting, vacant buildings, public trash cans, and sidewalks.
  3. Parks and family amenities — playground replacement, shade, paths, lighting, restrooms, and visible maintenance.
  4. Wayfinding and visitor confidence — consistent signs directing visitors to downtown, parks, lodging, food, events, and parking.
  5. Event readiness — pre-event cleanup checklists for Fantasy of Lights, Rock the Country spillover, downtown events, and sports/tourism activity. City-owned venue improvements to be completed for Liedertafel Hall and the W.E. Hill Center.

## 2028

- Submit previous years' tasks & photos for KTB activities February-March 2027
- Keep records and submit an application for the Governor's Community Achievement Awards in February 2028

Host or participate in one of the following:

- Great American Clean Up from March-May
- Don't Mess with Texas Trash-Off: April
- Fall Sweep: September-November
- Encourage the planting of native trees and flowers to enhance local ecosystems.
- Encourage the use of sustainable and ecosystem-friendly landscaping techniques.
- Educate the community about recycling and waste reduction practices and/or other KTB topics.
- Support local art projects that beautify public spaces.
- Advocate for the preservation of natural habitats and green spaces.
- Start encouraging a community-based Board and committees to handle specific areas of KSB activities

- Consider the creation and benefits of a 501 C-3 for the organization
- Wildflower seeding – public seeds, seeding sites need to be flagged (benefit of no mowing)
- Start the process of celebrating Arbor Day – Houston Trees of Texas- potential pick up of trees and give them to citizens.
- Provide Gateway beautification with wayfinding, green ribbon, and clean-up efforts.

**Parking Lot of KTB Activities:**

Educate businesses on green practices to incorporate into their daily activities, for future Lunch & Learn

Consider a Community Garden, organic, compost bins, fruit trees

Trash Cans need replacement at Cryan Park

Decorative downtown trash cans

Awning Sign program downtown

Wayfinding

Litter Clean Up & Recycling

Beautification Efforts

Volunteer Events & Youth Engagement

Education

TxDOT Right of Way

**Potential Partners**

Austin County Master Gardeners Group

Gordon Library

Sealy Interact High School Group

Greater Sealy Little League

City of Sealy

Sealy EDC

Sealy CVB

Austin County Rotary Club

Lion's Club

Sealy Church Groups

Eastside Foundation

Westview Neighborhood

Sealy Downtown Businesses

Walmart Retail Store

Sealy Moms Group on Facebook

Sealy Knights of Columbus

Sealy Home School Group

Sealy Chamber of Commerce

Sealy News

Austin County News Online

City Public Works Barn for event meet-up and disposal of litter

Code Enforcement

Parks Board

Social Media Person

Boy Scouts/Girl Scouts

High school/ NHS, sports teams, etc

Textile recycling program, bins in parks, libraries, schools -Sam drops bins, checks come in from recycle, need to have permits.

Recyclops

**Program Name Ideas Staff Highly Recommends "Keep Sealy Beautiful"**

- Keep Sealy Beautiful
- The Sealy Glow-Up (Youthful, modern)
- Rooted in Sealy
- Sealy Bright Side
- Sealy's Clean Vibes Only (Young- modern)
- Greater Sealy Litter League
- Sealy Clean Up Crew
- Sealy Stands Clean
- League of Extraordinary Citizens
- Clean Streets Deep Roots
- Sealy Bella
- Sealy Pick Up Artists
- Sealy Binfluencers (Youthful, modern)
- Boots, Bags, and Beautification (small town, country)
- Grit, Grace & Clean Space
- Rhinestones & Rubbish
- Keep Sealy Fresh (Youthful, modern)
- Other ideas>>\_\_\_\_\_

**Program Taglines**

Taglines can be found on T-shirts, social media posts, etc.

- Don't Mess with Texas — Keep Sealy Beautiful, Y'all.
- Sealy proud, Sealy clean
- Don't Trash Sealy
- Pick it Up, Buttercup
- Don't Mess, Just Bless
- Bin There, Done That
- Mess around & Find a Bin
- Trash Ain't Texan
- Y'all Means All — Clean Up Sealy
- Big Hats, Clean Streets
- Keep it Country, Keep it Clean
- Pick it Up, Partner
- No Trash, Just Vibes
- Don't Trash the Vibe
- Drop the Trash, Keep the Drip